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Agreement No. 2858-6452  
A.D. No. 8048

\$83.00

# This Agreement,

made this 25th day

of June, 19 52, between THE NEW YORK CENTRAL RAILROAD COMPANY, Lessee of the Michigan Central Railroad, hereinafter called First Party, and CONSUMERS POWER COMPANY, a Maine corporation, (address: Jackson, Michigan,)

hereinafter called Second Party,

## Witnesseth,

that First Party, for and in consideration of the sum of Forty-five (\$45.00) dollar \$ to it paid by Second Party, the receipt whereof is hereby acknowledged, hereby licenses and permits, but without warranty, the Second Party, upon condition that Second Party faithfully keep and perform the covenants and agreements herein provided to be kept and performed by

Second Party, and not otherwise, to construct, maintain, operate and use a transmission line, consisting of 3 - 266,800 CM ACSSR wires to carry 140,000 volts and 1 - 3 x 0.145" Galv. steel grd. wire, together with necessary poles and their appurtenances, upon and along the right-of-way and over and across the tracks of First Party's Mackinaw Branch, in the locations hereinafter described:

(1) Crossing over said right-of-way and track at a point about twenty-five (25') feet southerly, measured along track, from the Range Line between Section 13, Town 35 North, Range 3 West, Tuscarora Township, and Section 18, Town 35 North, Range 2 West, Koshler Township, Cheboygan County, Michigan, north of Indian River, in the location approximately as shown by the heavy black line between the points marked by the letters A-B upon the print from First Party's plan, designated "MC 69-34," which is hereto attached and hereby made a part hereof;

(2) Crossing over said right-of-way and track at a point about one hundred forty (140') feet southerly, measured along track, from the East and West one-quarter (E & W 1/4) line of Section 24, Tuscarora Township, thence along and upon the westerly side of said right-of-way a distance of about one thousand two hundred eighty- (1,280') feet, in the Village of Indian River, Cheboygan County, Michigan, in the location approximately as shown by the heavy black line between the points marked by the letters G-D-M on said print;

(3) Crossing over said right-of-way and track at a point about seventy-three (73') feet south of the East and West one-quarter (E & W 1/4) line of Section 25, Town 35 North, Range 3 West, Tuscarora Township, Cheboygan County, Michigan, south of Indian River, in the location approximately as shown by the heavy black line between the points marked by the letters E-F on said print;

(4) Crossing over said right-of-way and track at a point about forty-three (43') feet northerly, measured along track, from the East and West one-quarter (E & W 1/4) line of Section 25, Town 34 North, Range 3 West, Mentor Township, Cheboygan County, Michigan, south of Indian River, in the location approximately as shown by the heavy black line between the points marked by the letters G-H on said print; and

(5) to place, maintain and use a guy and guy anchor, appurtenant to said transmission line, upon the westerly side of said right-of-way at a point about one thousand seventy (1,070') feet south, measured along the westerly line of said right-of-way, from the East and West one-quarter (E & W 1/4) line of Section 25, Town 35 North, Range 3 West, Tuscarora Township, Cheboygan County, Michigan, south of Indian River, in the location approximately as shown and marked by the letters N-P;

same or as good a condition as they were in prior to the commencement of the doing of said WORK.

*Vertical handwritten notes on the right margin:*  
Tuscarora Twp.  
Cheboygan Co.  
Mentor Twp.

\$83.00

# This Agreement,

Agreement No. 2858-6452  
A.D. No. 8048

made this 25th day  
of June, 19 52, between THE NEW YORK CENTRAL RAILROAD  
COMPANY, Lessee of the Michigan Central Railroad,  
hereinafter called First Party, and CONSUMERS POWER COMPANY, a Maine corporation,  
(address: Jackson, Michigan,)

hereinafter called Second Party,

**Witnesseth,** that First Party, for and in consideration of the sum of  
Forty-five (\$45.00) dollar \$ to it paid by Second Party, the receipt whereof is hereby acknowledged,  
hereby licenses and permits, but without warranty, the Second Party, upon condition that Second Party  
faithfully keep and perform the covenants and agreements herein provided to be kept and performed by

Second Party, and not otherwise, to construct, maintain, operate and use a transmission line,  
consisting of 3 - 266,800 CM ACSR wires to carry 140,000 volts and 1 - 3 x 0.145" Galv.  
steel grd. wire, together with necessary poles and their appurtenances, upon and along  
the right-of-way and over and across the tracks of First Party's Mackinaw Branch, in  
the locations hereinafter described:

(1) Crossing over said right-of-way and track at a point about twenty-five (25') feet  
southerly, measured along track, from the Range Line between Section 13, Town 35 North,  
Range 3 West, Tuscarora Township, and Section 18, Town 35 North, Range 2 West, Koshler  
Township, Cheboygan County, Michigan, north of Indian River, in the location approx-  
imately as shown by the heavy black line between the points marked by the letters A-B  
on the map or blueprint designated "Map 60-27" which is hereto

and at the point shown upon the map or blueprint thereof, designated

which is hereto attached and hereby made a part of this instrument, all of which is hereinafter referred  
to as the "WORK," upon the following terms and conditions, all of which Second Party covenants and  
agrees to keep, abide by and perform:

FIRST: Said WORK shall be done at such time or times, in such manner, with such material and  
under such general conditions as shall be satisfactory to and approved by the Chief Engineer of First Party,  
or his duly authorized agent, and shall be so placed, maintained and operated by the Second Party as not  
in any way in the judgment of the First Party to interfere with the proper and safe operation, use and enjoy-  
ment of the property and railroad of the First Party or the poles, circuits or other equipment of The Western  
Union-Telegraph-Company or other telegraph, telephone or power company located on the property of the  
First Party. Second Party shall after the doing of said WORK restore the premises of First Party to the  
same or as good a condition as they were in prior to the commencement of the doing of said WORK.

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Tuscarora Twp. & Mackinaw R.R.

EIGHTH: It is understood and agreed by and between the parties hereto that if, at any time or times hereafter, First Party shall desire to make any changes in its tracks, structures, roadbed or other facilities at the point of crossing, or make any changes whatever, in, to, upon, over or under the premises owned, controlled or leased by said First Party, and crossed or in any way affected by the WORK of Second Party under this agreement, then Second Party shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from First Party make such changes in the location or construction of its said WORK, as in the judgment of the Chief Engineer of First Party may be necessary to accommodate any future construction, improvements or changes of said First Party.

NINTH: It is agreed that in no event shall any wires, pipes or other structures, except those herein mentioned and shown on the blueprint hereto attached, be strung or placed across the tracks or upon the property of First Party, without express permission so to do, in writing from said First Party, to that effect; and that in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission for the stringing or placing of such additional wires, pipes or other structures, apply to and cover the same with the same effect as if the right to string or place them had been incorporated in this agreement.

TENTH: It is understood and agreed by and between the parties hereto, that if at any time during the continuance of this agreement, Second Party hereto removes, abandons or discontinues the use of the WORK hereinabove referred to, this agreement and all rights hereby conferred upon said Second Party shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other or further action on the part of either party; and Second Party covenants and agrees that, in case the said WORK hereinabove referred to is at any time during the continuance of this agreement discontinued or abandoned, said Second Party shall, within sixty (60) days after the abandonment or discontinuance of said WORK, actually remove said WORK from the premises of First Party hereto, or cause it to be removed, and, if, after the expiration of said sixty (60) days, the said WORK is not actually removed, it is understood that First Party hereto may forthwith remove the same at the risk and expense of Second Party, and without being in any manner liable to said Second Party for such removal, and Second Party covenants and agrees to pay to First Party hereto the cost of such removal upon bill therefor rendered to Second Party.

ELEVENTH: Second Party hereby agrees to pay to First Party, upon presentation of bills, the sum of Forty-eight Dollars, Fifty-one Cents (\$48.41) for the period June 1st to December 31st, 1952, and the sum of Eighty-three Dollars (\$83.00) per annum, beginning on the 1st day of January, 1953, and thereafter on the 1st day of each successive one (1) year period during the term and continuance of this agreement.

TWELFTH: If the operation or maintenance of Second Party's said transmission line should at any time cause inductive or physical interference with the telegraph, telephone or signal circuits, wires, appurtenances or facilities of First Party or any telegraph, telephone or power company now or hereafter located on said right-of-way of First Party, the Second Party hereby agrees to make, immediately, at its own cost and expense, such changes in its own lines, or furnish and install protective devices to said First Party or telegraph, telephone or power company as shall be necessary in the judgment of First Party to eliminate such interference.

SECOND: All the work to be done by Second Party, or by the contractors, agents or servants of Second Party, in connection with the doing of said WORK, or in connection with the repair, renewal or maintenance thereof, shall be done at the sole risk and expense of Second Party, and the cost of all work done by First Party in connection therewith, the checking of plans and the wages of any inspectors or watchmen which, in the judgment of the said Chief Engineer of First Party, may be required during the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, for the proper and safe protection of the property, traffic and business of First Party, shall be paid to First Party by Second Party, upon bills being rendered therefor.

THIRD: First Party may, at its election, do all the work within the exterior lines of its lands in connection with or necessary for the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, through its lands and across its roadway and tracks, and all of said WORK shall be paid for by Second Party as hereinbefore provided.

FOURTH: Second Party shall, if requested so to do by First Party, advance to First Party the estimated cost of said WORK, and upon the completion of said WORK, the unexpended balance, if any, shall be returned to Second Party, or if the sum advanced by Second Party to First Party is insufficient to pay for the cost of said WORK, then Second Party shall pay to First Party such additional sum as was necessary to complete said WORK, upon being furnished by First Party with a detailed statement of the amount and cost of such additional work.

FIFTH: Whenever it may be necessary to make any repairs to or renewals of said WORK in or upon the premises of First Party, such repairs or renewals shall be made under the supervision and control of said Chief Engineer of First Party, or his duly authorized agent, at the sole expense of Second Party, in such a manner as to interfere as little as possible with the premises, property and business of First Party, and Second Party shall, at the cost and expense of Second Party, restore the premises of First Party to the same or as good a condition as they were in prior to the making of such repairs or renewals; or First Party may, at its election, make such repairs or renewals, and the expense thereof shall be paid to it by Second Party, as hereinbefore provided.

SIXTH: Second Party shall and will at all times hereafter indemnify and save harmless First Party from and against any and all detriment, damages, losses, claims, demands, suits, costs, or expenses which First Party may suffer, sustain, or be subject to, directly or indirectly, caused either wholly or in part by reason of the location, construction, maintenance, use or presence of said WORK as permitted by this license or resulting from the removal thereof.

SEVENTH: This agreement and license and privilege it confers may be revoked and terminated at the option of First Party at any time by giving thirty (30) days' written notice to Second Party or by posting such notice in a conspicuous place where said WORK has been done; and upon the expiration of said thirty (30) days after service of such notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and thereupon, Second Party shall remove said WORK from the premises of First Party and restore same to their former condition at the expense of Second Party, or on the failure of Second Party so to do, First Party may remove said WORK at the expense of Second Party, which the latter hereby expressly agrees to pay on demand.

The covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of, the heirs, ~~executors,~~ administrators, successors and assigns of the parties hereto respectively.

**In Witness Whereof,** the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

THE NEW YORK CENTRAL RAILROAD COMPANY,  
Lessee of the Michigan Central Railroad,

Approved.

*W. H. Muesel*  
District Engineer.

By

*R. B. Rice*  
Real Estate and Tax Agent.

CONSUMERS POWER COMPANY,

APVD AS TO FORM  
*NBK*

By

*C. K. Wallace*  
Its Gen'l Land & Title Supervisor

File #3016-WX-1,2,3 & 4.