

CORPORATE REAL ESTATE SERVICES

62643

RECORDED R/W FILE NO.

Location Project No.:	BO0016, for
OCCPT/RX No.:	RX4542
Location Project No.	BOA9900428 for, Conversion
Railroad Invoice RFW	208867

Date: September 13, 1999

To: Phillip Martin

Records Center

From: Tom Wilson, SR/WA *zw*

Subject: Overhead Line Wire Crossing of Railroad Land and Conversion

Attached are papers related to a new easement agreement between Detroit Edison and Coe Rail, Inc., 240 North Pontiac Trail, Walled Lake, Michigan 48390. The right of way is located approximately 640 feet east of Halstead and 1,870 feet south of Pontiac Trail, more or less, NE ¼ of Section 20, West Bloomfield Township, Oakland County, Michigan.

This agreement was required for an overhead crossing of the railroad land. Detroit Edison paid the railroad a \$79,000.00 fee to obtain this easement and to convert 12 existing license agreements to easements. The MIK was user = E0326, source = E0563, resource = 122, standard activity = 001230 and sub-project = E000185750.

SOP is hereby notified to do the requested Lily Station crossing work. **Note: All construction work associated with crossings of or near railroad tracks requires that you notify the operating railroad as to the actual date of construction, in part to arrange a flagging person to be on site, in advance of any work.**

The agreement dated August 12, 1999 required a one time total payment of \$79,000.00 for the agreement.

The conversion includes the requirement for Edison to maintain a ditch serving Hancock Station. SPE representatives should make needed arrangements.

Please incorporate copies of the papers related to the new crossing into a new railroad Records Center recorded ROW File.

Please incorporate the copies of the papers related to the conversion of the referred to 12 license agreements, into the "Coe Rail, Inc." miscellaneous file (No. 35 on the miscellaneous file list). The August 12, 1999 "Detroit Edison/ Coe Rail Overhead Facility/ Ditch Easement" agreement, supercedes the "Memorandum of License and Agreement" currently in the "Coe Rail, Inc. miscellaneous file. I then suggest the miscellaneous file with this new master agreement added to it, be given a number and then that number referenced in the database to each individual file for the 13 individual agreement files.

Attachments

cc: Richard Bednarz
Lee Ellis
Carla Gribbs
George H. Hathaway
Susan Morgan

62643

RECORDED R/W FILE NO.

Detroit Edison/ COE Rail Overhead Facility/ Ditch Easement

On 8-12-99, for one dollar and other valuable consideration and in further consideration of Grantee keeping and performing the promises and conditions in this Easement Agreement, Grantor grants to Grantee to the extent the title of Grantor so permits a non-exclusive, permanent easement only for the actual physical space required for the current physical facilities on land called the Easement Area.

Grantor is: Coe Rail Incorporated (COE), a Michigan Corporation, 240 North Pontiac Trail, Walled Lake, Michigan 48390

Grantee is: The Detroit Edison Company (Edison), a Michigan Corporation, 2000 Second Avenue, Room 2310 WCB, Detroit, Michigan 48226

The "Easement Area" is described as: A strip of land 23 feet wide (for lines of 120 kV and greater) or 12 feet wide (for lines of less than 120 kV). The centerline of the easement area(s) are located at the centerline of the installed existing overhead pole or tower facilities over, across, along the Grantor's land at the various locations, described in the separate license agreements. These separate agreements are listed and shown on the attached "Appendix A" documents, including the newest Detroit Edison crossing RX4542. Except for the easement for the ditch, all agreements covered by this agreement are for overhead facilities. The location and construction plans referred to in the existing separate license agreements identify the location of Edison facilities, including drawings for the new crossings RX4641 and RX4542, which were established during COE's ownership of the railroad corridor. All location drawings are made a part of this Easement Agreement.

Introduction: Grantee has previously signed separate license agreements (Appendix A) which generally provide for annual payments to construct, install maintain and use certain crossings and occupations at various locations over or across the Grantor's land. Grantor and Grantee are now replacing these lease agreements with this permanent and irrevocable Easement Agreement.

Purpose: Grantor grants this easement to Grantee and will allow Grantee upon notice to Grantor to enter the Easement Area at all reasonable times, to reconstruct, modify, add to, operate, remove and maintain electric power transmission lines including towers, poles, wires, cables, transformers and accessories and a ditch. ("Grantee's Facility"). Grantor's grant of rights to Edison, does not include rights for joint occupiers of the Edison easement area.

Grantor's Rights

- a). Grantor reserves to itself, its successors and assigns, the right to continue to occupy, possess and use the land upon which the easement is imposed, for railroad purposes. These uses consistent with Grantor's railroad operations and needs should not be inconsistent with or interfere with or impair the rights granted by this Easement Agreement. This includes, but is not limited to the right to use, construct, reconstruct, relocate, operate, maintain, repair, renew, replace, and remove Grantor's tracks, and other railroad facilities as now exist or which may in the future be located in, upon, over, under or across the Easement Area.
- b). Grantor has the right to require Grantee to perform needed work to protect the general public and the continued safe operation of Grantor's railroad. Grantee, as soon as reasonably possible following written notice from Grantor, will initiate steps to strengthen, support, protect or modify Grantee's Facility and then promptly complete the work. This requested action is referred to as a "Modification", in this Easement Agreement.

Detroit Edison/ COE Rail Overhead Facility/ Ditch Easement

Page 2

Indemnity: To the extent of its negligent acts Grantee shall indemnify, save harmless and defend (at grantor's option) Grantor from and against all cost and expense arising from, or in connection with, any and all losses, damages, detriments, suits, claims, demands, costs and charges which Grantor may directly or indirectly suffer, sustain, or be subjected to by reason of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation, replacement, or removal of Grantee's Facility in, on, about, under, over or from the Grantor's property, whether such loss and damage be suffered or sustained by Grantor or by its patrons, or licensees, or other person or entities, including Grantee, its patrons, and licensees. If such loss or injury is attributable to the joint or concurrent negligence of Grantor or Grantee, each party shall bear liability in proportion to its respective degree of negligence.

Grantee's Obligations: Grantee must at all times promptly maintain, repair and renew Grantee's Facility; and shall promptly make such repairs and renewals to Grantee's Facility as may be required, as soon as is reasonably possible.

Construction and Maintenance

- a). Grantee will reconstruct and maintain, repair, alter, renew, replace, or remove Grantee's Facility in the Easement Area at its sole expense.
- b). Except for emergency repairs, Grantee will submit plans and notify Grantor or representative of Grantor before Grantee constructs, reconstructs, maintains, revises, replaces, adds to, alters or performs any Modification to Grantee's Facility. Grantee must perform all work in a satisfactory manner, including removing Grantees waste materials and properly disposing of same off of Grantor's land.
- c). It is further agreed, for transverse crossings only, Grantee may replace existing FACILITIES with similar FACILITIES involving higher voltage up to a maximum of 40kv.
- d). Grantor has the right to require flagmen, watchmen or inspectors if Grantor believes they are required to protect Grantor's operations or property or its employees, patrons, or licensees, during the installation, maintenance, repair, alteration, renewal, replacement or removal of Grantee's facility. Grantee shall furnish watchers to keep persons equipment and materials a safe distance from Grantor's tracks and operation.

Construction and Maintenance of Ditch

One of the 13 covered encroachments of the COE Rail land, allows Edison to construct an expanded version of an existing ditch along the south side of the former Grand Trunk Railroad corridor in 1977-1978, adjacent and along the north property line of Edison' Hancock Station (1781 Haggerty Road, Walled Lake). The existing ditch was improved to add the additional goal of using the ditch to eliminate the impoundment of water on the Hancock Station site. With this in mind, after reconstructing the drain, storm water run-off has flowed into the improved drain since 1978.

In the 1977-1978 reconstruction, Detroit Edison made sure the top of the north slope of the ditch would be no closer then 10 feet south of the center of the tracks and that the slopes were not less then 2:1 along the north Edison property line. As Edison's part in maintaining the shared use of the drain now on Coe Rail land, Edison will assume responsibility to schedule and pay for cleaning of the drain at least once every 5 years. In order to minimize the impact of the shared use ditch on Coe Rail's rail bed, Edison will expect that Coe will use stones for their track bed that are standard for the purpose, in order to minimize erosion.

Emergencies: Grantee shall take prompt steps to perform any necessary repairs and notify Grantor promptly after completion or prior to the work.

Buildings or other Permanent Structures: No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent.

Trees, Bushes, Branches, or Roots: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches or roots in the Right of Way Area (or that could grow in the Right of Way Area) that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.

Restoration: If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee shall restore Grantor's Land as nearly as can be to its original condition.

Requests to Obtain Additional Easements: Grantee may buy additional easements as amendments to this Easement Agreement. Grantee will pay Grantor a negotiated lump-sum easement fee.

Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns.

Witnesses: (Type or print name below signature)
signature)

Grantor: (Type or print name below signature)

Elaine Clifford
Elaine Clifford

Coe Rail Incorporated

Laurence I. Coe

By: Laurence I. Coe

Thomas Wilson
THOMAS WILSON

It's: President

Acknowledged before me in Oakland County, Michigan, on 8/26/99, 1999, by Laurence I. Coe the President of Coe Rail Incorporated, a Michigan corporation, for the corporation.

Notary's Stamp: **TONI G. WOOD**
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXP: 11/22/2000

Notary's Signature: Toni G. Wood

(Notary's name, county, and date commission expires)

Witnesses: (Type or print name below signature)
signature)

Grantee: (Type or print name below signature)

Xiangming He
XIANGMING (ELLEN) HE

Paul W. Potter
Detroit Edison Company

By: Paul W. Potter

Thomas Wilson
THOMAS WILSON

It's: Director

APPROVED AS TO FORM 8/7/99 DATE
LEGAL DEPARTMENT MAH

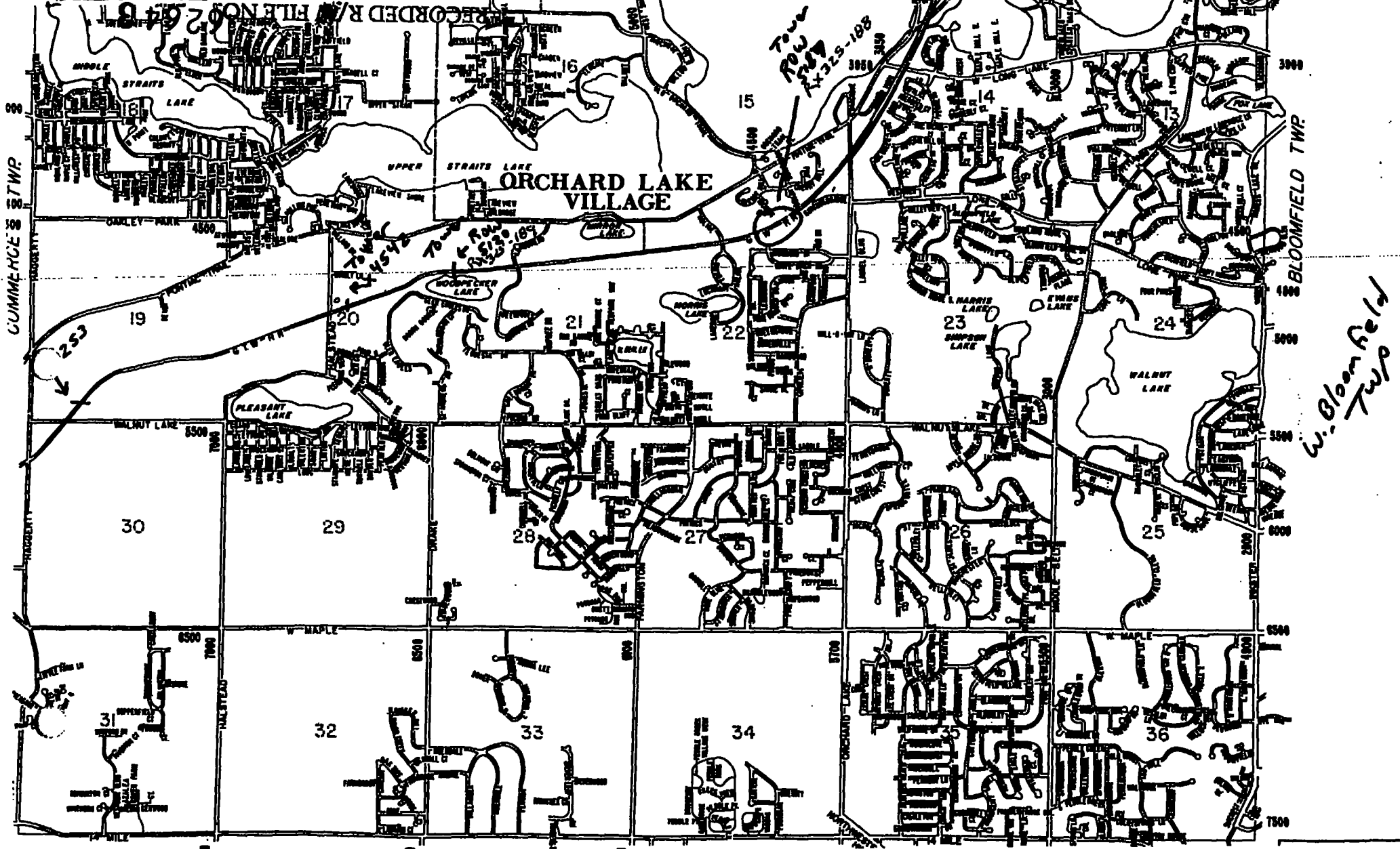
Acknowledged before me in Wayne County, Michigan, on August 12, 1999, by Paul W. Potter, the Director of the Detroit Edison Company, a Michigan corporation, for the corporation.

Notary's Stamp: **THOMAS WILSON**
Notary Public, Wayne County, MI
My Commission Expires Oct. 11, 2002

Notary's Signature: Thomas Wilson
THOMAS WILSON

(Notary's name, county, and date commission expires)

RECORDED R/W FILE NO 2643



COMMERCIAL TWP

BLOOMFIELD TWP

w. Bloomfield Twp

RECORDED R/ FILE NO. 26481

ORCHARD LAKE VILLAGE

Town Row
1929-1928

600
1000
1400
1800
2200
2600
3000

3000
2600
2200
1800
1400
1000
600

19

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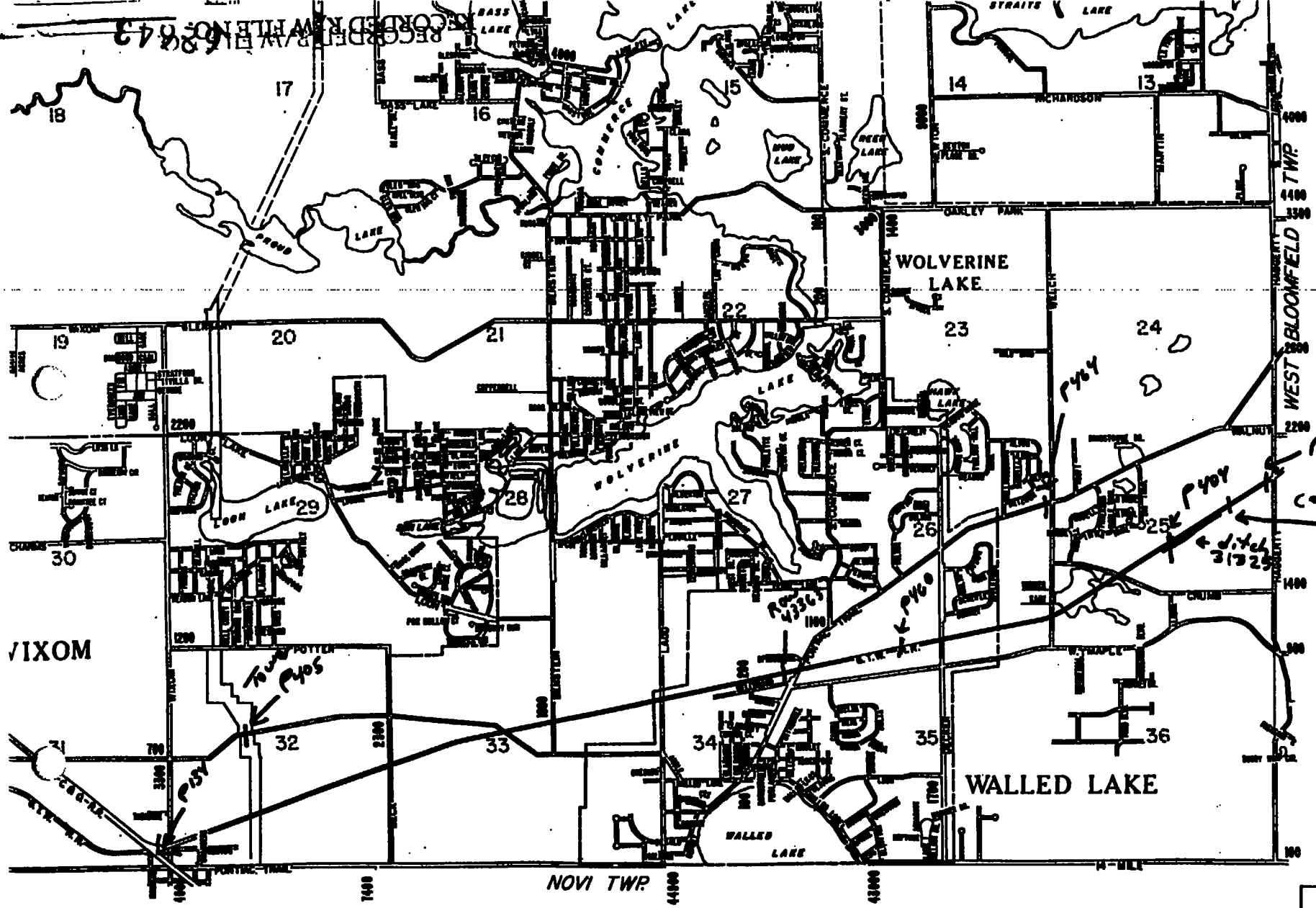
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RECORDED & INDEXED FILE NO. 8843



VIXOM

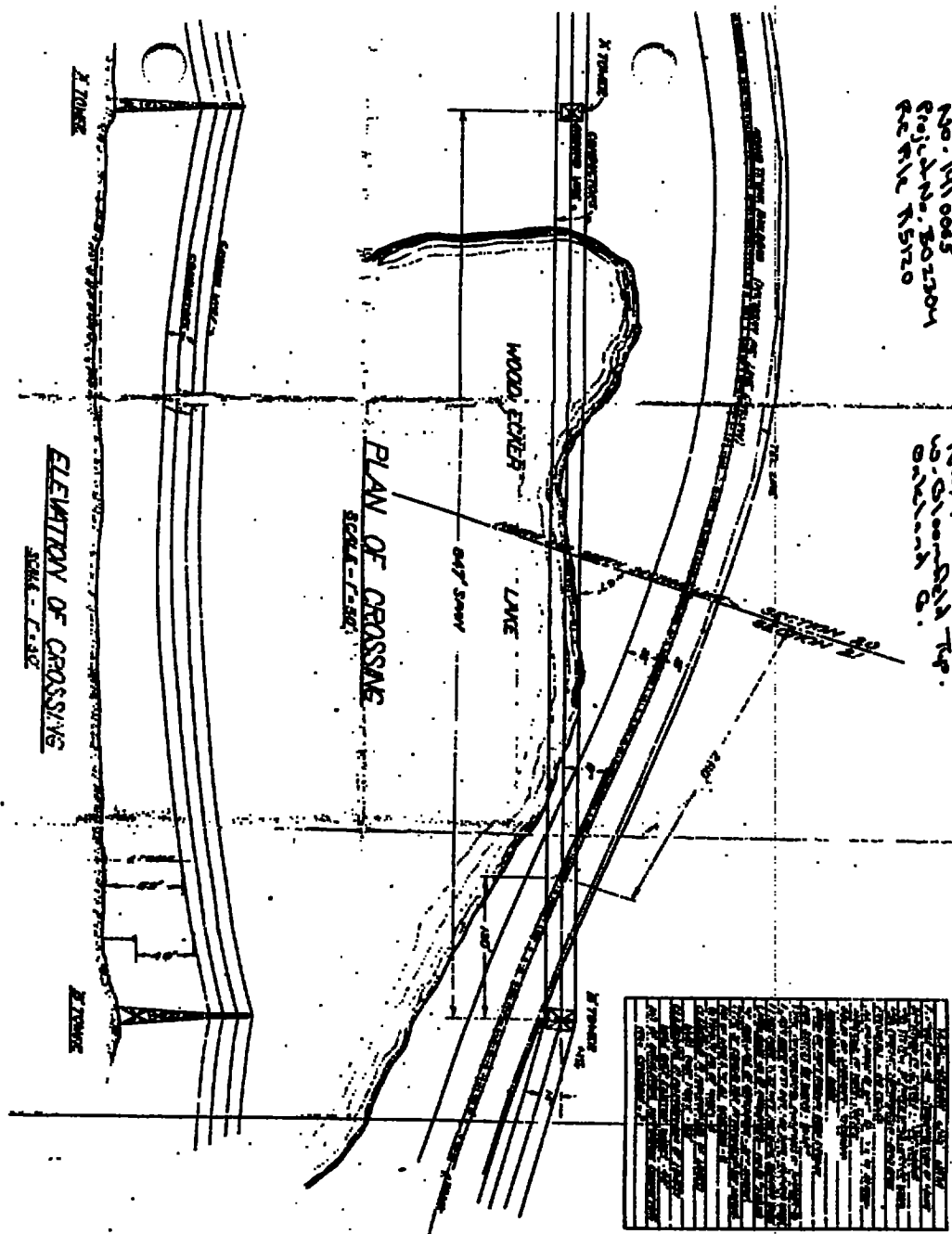
NOVI TWP

WEST BLOOMFIELD TWP

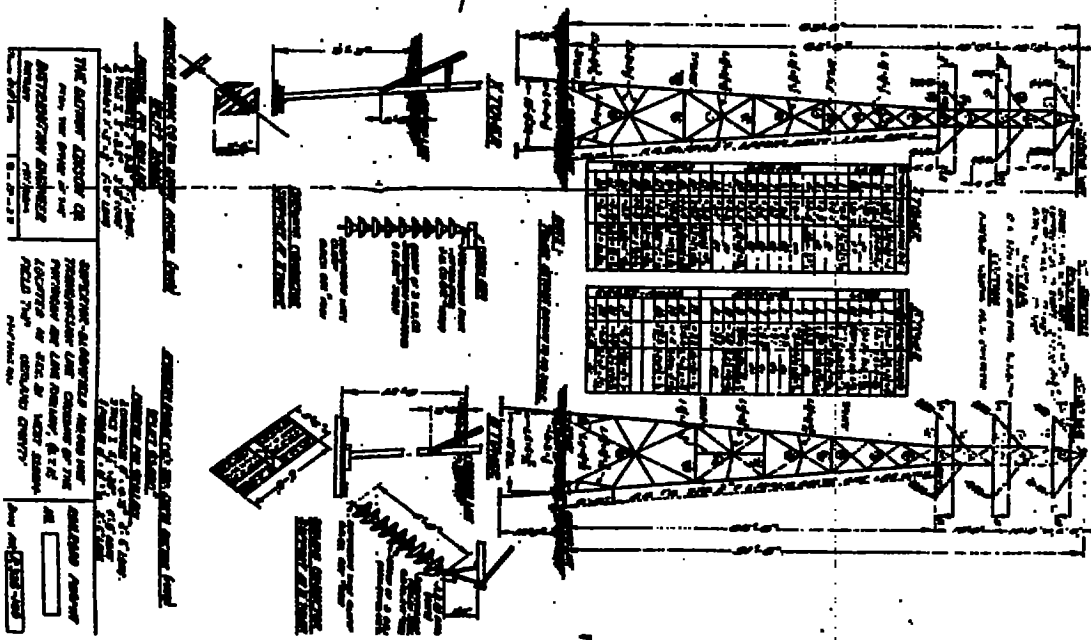
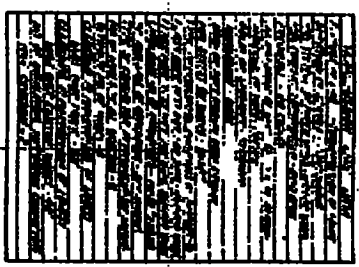
WALLED LAKE

NO. 1110085
 Proj. No. 201304
 RAIL K570

PKTS-109
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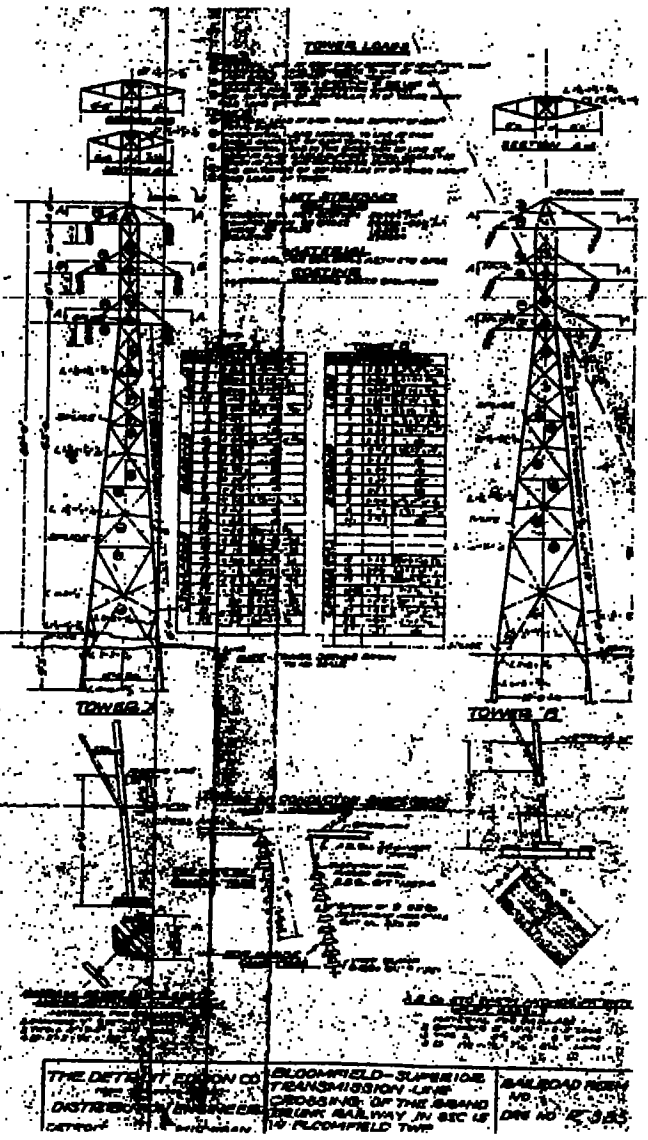
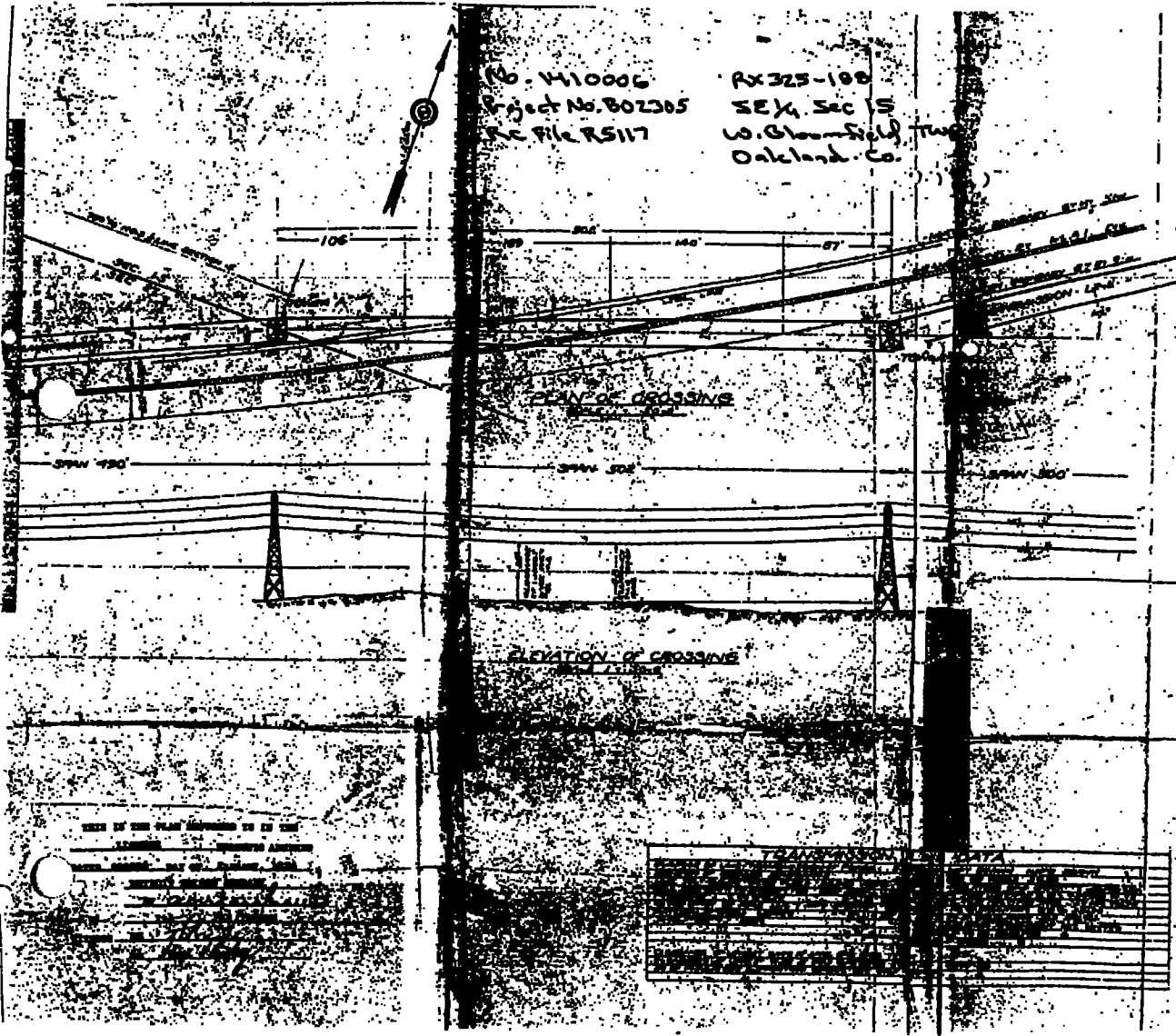


ELEVATION OF CROSSING
 SCALE - 1"=30'



NOTES:
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RIGHTS OF WAY.
 2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.
 4. THE CONTRACTOR SHALL MAINTAIN THE PROGRESS OF THE WORK AT ALL TIMES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND THE PUBLIC AT ALL TIMES.

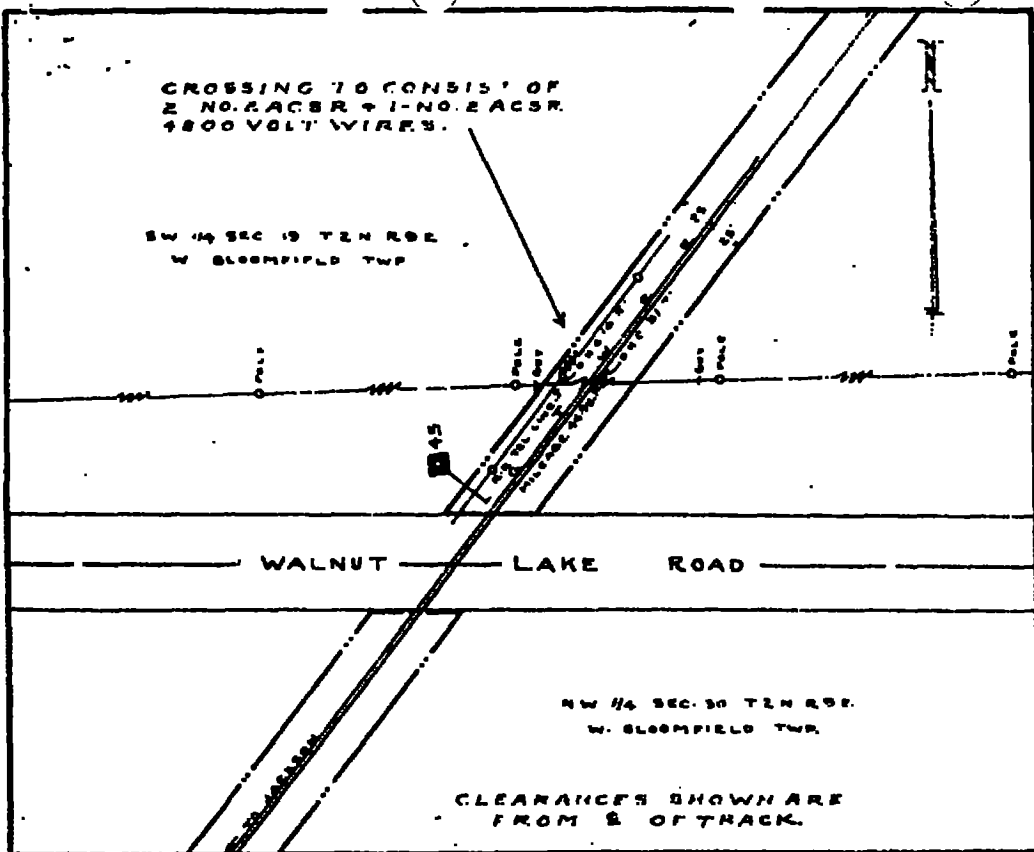
No. 4410006
Project No. 802305
R.C. File R5117
RX 325-100
SE 1/4 Sec 15
W. Bloomfield Twp
Oakland Co.



THE DETROIT EDISON CO. BLOOMFIELD-SUPERIOR
TRANSMISSION LINE
CROSSING OF THE GRAND
TRUNK RAILWAY IN SEC 15
TWP. 15 N. R. 3 E. S. 15
OAKLAND CO. MICH.
NO. 802305
DRG. NO. 4410006

62643

RECORDED R/W FILE NO.



#2040008
 SW 1/4 Sec. 19
 W. Bloomfield Twp
 Oakland Co.

DE File # 79064 P 25
 Project B03528

GRAND TRUNK WESTERN R.R.CO.
 JACKSON SUBD. DETROIT DIVISION
2.61 MILES EAST OF WALLED LAKE
 OAKLAND COUNTY MICH.

LICENSE
THE DETROIT EDISON CO.

SCALE 1"=100' NOV 17, 1952
 OFFICE OF ASST. ENGR. DETROIT, MICH.
 L-129-52

PERMIT 253
 PART 4
 9064 P 25

BOUNDARIES OF R. R. LAND ———
 FACILITY COVERED BY LICENSE ———
 DR. -RU. CA. - F.W.O.

A. Van Fiper
 ASSISTANT ENGINEER

THIS PERMIT CANCELS AND SUPERSEDES PERMIT NO. 64 DATED AUGUST 1, 1932.

WBL-16

PERMIT NO. 253 under MASTER AGREEMENT dated January 2, 1932 L-204-6

Rental for this Permit:
 \$25.00 for the first year
 \$10.00 per annum thereafter

Witnesses:

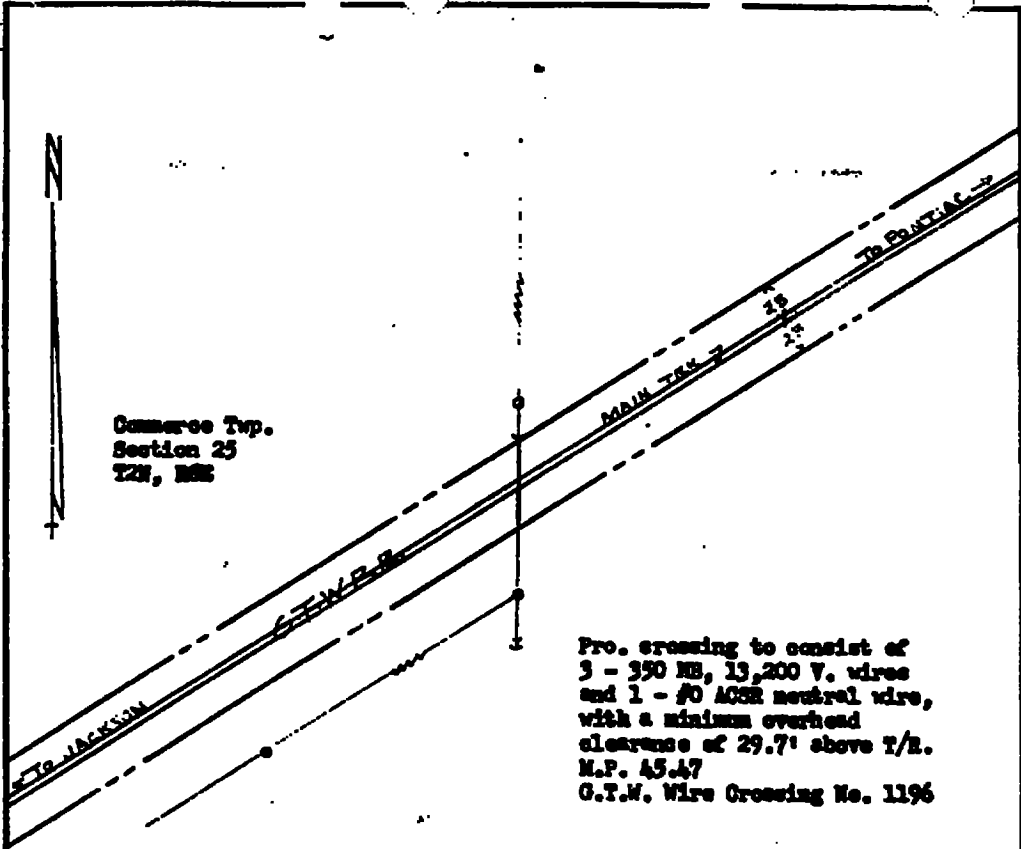
F. L. Robinson
J. H. Holden
Genevieve K. Barber

GRAND TRUNK WESTERN RAILROAD COMPANY.
 BY *[Signature]*
 Its Vice President

THE DETROIT EDISON COMPANY.
 BY *[Signature]*
 Its Director - Rights-of-Way Agent
 DIRECTOR, RIGHTS-OF-WAY DEPARTMENT

APPROVED
 [Signature]
 G.T.W. CO.
 11/29/52

APPROVED
 [Signature]
 G.T.W. CO.



Prop. crossing to consist of
 3 - 350 MB, 13,200 V. wires
 and 1 - #0 ACSSR neutral wire,
 with a minimum overhead
 clearance of 29.7' above T/R.
 M.P. 45.47
 G.T.W. Wire Crossing No. 1196

#2040019
 N 1/4 Sec. 25
 Commerce Twp
 Oakland Co.

DE File R90649325
 Project 803172

GRAND TRUNK WESTERN RAILROAD COMPANY
 Detroit DIVISION Jackson SUBDIVISION
 WALLED LAKE, OAKLAND COUNTY, MICHIGAN
 LICENSE
 THE DETROIT EDISON COMPANY
 OFFICE OF DIVISION ENGINEER
 Detroit MICHIGAN
 PLAN NO. L-59-63 May 15, 1963
 SCALE 1" = 100' FILE NO. 13-26

PHOTOCOPY ON FILE OF LEGAL ENGINEER 9064-375

BOUNDARIES OF G. T. W. R. R. CO.
 Facility covered by license

[Signature]
 DIVISION ENGINEER

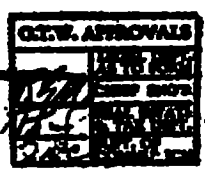
FRONT NO. 375 under Master Agreement dated January 2, 1958. 1-201-30

ANNUAL FEE FOR THIS LICENSE:
 \$25.00 for the first year and thereafter
 \$20.00 per annum.

WITNESSES:
[Signature]

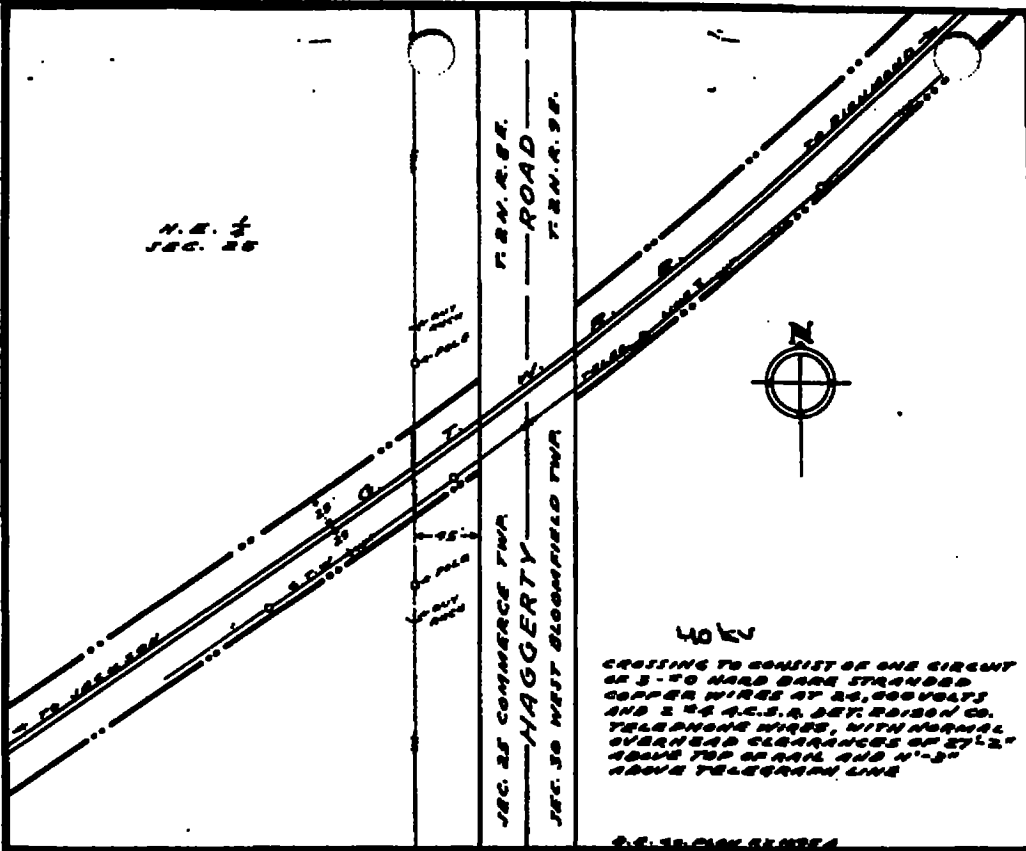
GRAND TRUNK WESTERN RAILROAD COMPANY -
[Signature]
 REAL ESTATE & EASES DEPARTMENT

[Signature]
 IVAN W. GANBLE



THE DETROIT EDISON COMPANY -
[Signature]
 REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

RECORDED R/W FILE NO. 62643



#2040020
 NW 1/4 Sec. 30
 W. Bloomfield Twp
 Oakland Co.

DE File R9064P113
 Project 803173

RECORDED R/W FILE NO. 62643

GRAND TRUNK WESTERN R. R. CO.
 JACKSON SUB. DETROIT DIVISION
5.32 MI. WEST OF ORCHARD LAKE
 OAKLAND COUNTY MICH.
' LICENSE
DETROIT EDISON CO.

OK
 R.M.
 10.10.1940

SCALE 1"=100' MAR. 18, 1940
 OFFICE OF ASST. ENGINEER DETROIT, MICH.
 L-37-40

BOUNDARIES OF R.R. CO. LAND
 FACILITY COVERED BY LICENSE
 DR-NBS. CK-M
 R. Van Riper
 ASSISTANT ENGINEER

CO: 55
 710
 7/19/19

PERMIT NO. 113 under MASTER AGREEMENT dated January 2, 1940

RENTAL for this Permit - \$1.00 per annum.

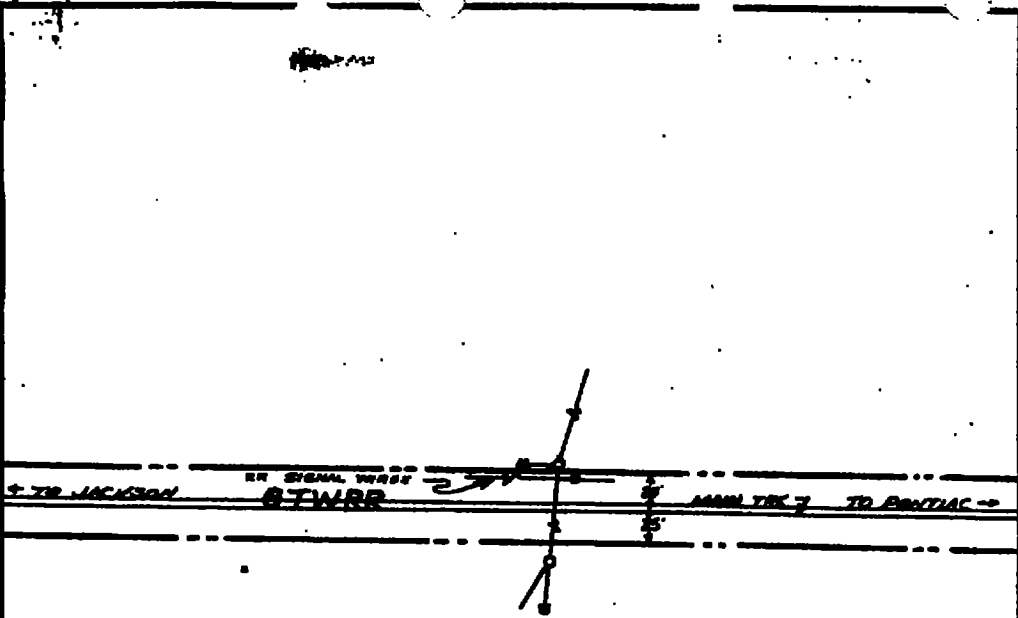
Witnessed
 E.E. Benton

James Hurley
 R.P. Hingst

GRAND TRUNK WESTERN RAILROAD COMPANY
 By J. J. [Signature]
 VICE PRESIDENT

THE ENERGY SERVICE COMPANY
 By J. J. [Signature]
 VICE PRESIDENT

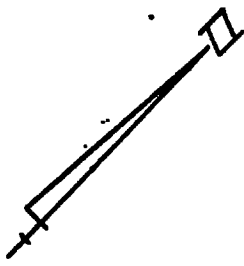
APPROVED
 [Signature]
 CITY ENGINEER



#2040021
 SW 1/4 Sec. 25
 Commercial
 Oakland Co.

DE file R9064P404
 Project B03174

The crossing to consist of three 350
 MB 40,000 volt wires (Span B-C) with
 a minimum overhead clearance of 40.2'
 above top of rail and 24' above R.R.
 signal wires.
 N.P. 45.81
 G.T.W. Wire Crossing No. 1440



**GRAND TRUNK WESTERN
 RAILROAD COMPANY**

Detroit DIVISION Jackson SUBDIVISION
 WALLED LAKE, OAKLAND COUNTY, MICHIGAN

License

THE DETROIT EDISON COMPANY

OFFICE OF DIVISION ENGINEER

Detroit MICHIGAN

PLAN NO. 1-78-65 October 1, 1965

SCALE 1"=100' FILE NO. 13-26

RECORDED NUMBER OF WAY NO. 9064-P404

G.T.W. APPROVALS
 [Stamp with initials and dates]

BOUNDARIES OF G. T. W. R. R. CO.
 Facility covered by license

J. B. Colton
 DIVISION ENGINEER

FORM 501, 1-24 under Master Agreement dated January 2, 1932 1-24-65

CHARGE FOR THIS SERVICE:
 \$25.00 for the first year and
 thereafter \$24.00 per annum

Witness:
May Ann Davis

Sam W. [unclear]
 MAN V. [unclear]

GRAND TRUNK WESTERN RAILROAD COMPANY -

M. P. [unclear]
 MAN V. [unclear]

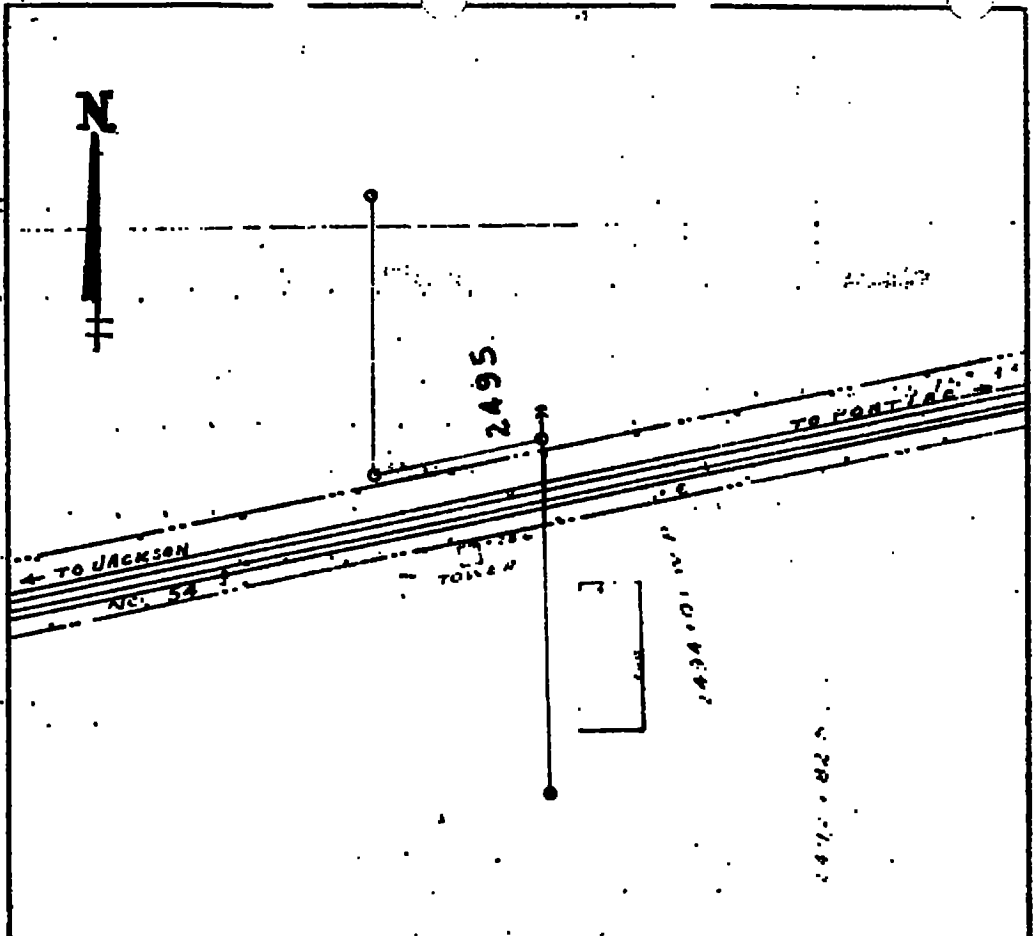
THE DETROIT EDISON COMPANY -

A. J. [unclear]
 MAN V. [unclear]
 DIRECTOR
 PROPERTIES AND RIGHTS-DE-MAY DEPARTMENT

RECORDED R/W FILE NO. 62643

62643

RECORDED R/W FILE NO.



#2040025
 SE 1/4 Sec 26
 Commerce Twp.
 Oakland Co.

DE File R904P460
 Project B03175

RECORDED R/W FILE NO. 904P460

PROPOSED CROSSING TO CONSIST OF 3 -
 NO. 3/0 ACSE 13,200 VOLT WIRES AND
 ONE NO. 0 B NEUTRAL WIRE WITH MINIMUM
 OVERHEAD CLEARANCE OF 31 FT. ABOVE
 TOP OF RAIL AND 15.3 FT. ABOVE TELE-
 GRAPH WIRE.
 N.P. 47.25
 WIRE CROSSING NO. 1827

**GRAND TRUNK WESTERN
 RAILROAD COMPANY**
 DETROIT DIVISION JACKSON SUBDIVISION
 WALLED LAKE, OAKLAND COUNTY, MICHIGAN
 LICENSE
 THE DETROIT EDISON COMPANY
 PLAN NO. I-65-70 SEPT. 21, 19 70
 SCALE 1" = 110' FILE NO. 13-26

G. T. W. APPROVALS	
<i>[Signature]</i>	LEGAL DEPT. AS TO FORM
<i>[Signature]</i>	CHIEF ENGR.
<i>[Signature]</i>	WIRE DEPT. TAX DEPT.
	SEAL OF G.T.W.

BOUNDARIES OF G.T.W. R.R. CO. ————

FACILITIES COVERED BY LICENSE ————

J. E. Rosenkrantz
 Engr. of Surveys & Const.

PERMIT NO. 160 Under Master Agreement Dated January 2, 1932 1-201-25

FEE: \$50.00 FOR THIS PERMIT;
 \$25.00 FOR THE FIRST YEAR AND
 \$25.00 PER ANNUM THEREAFTER

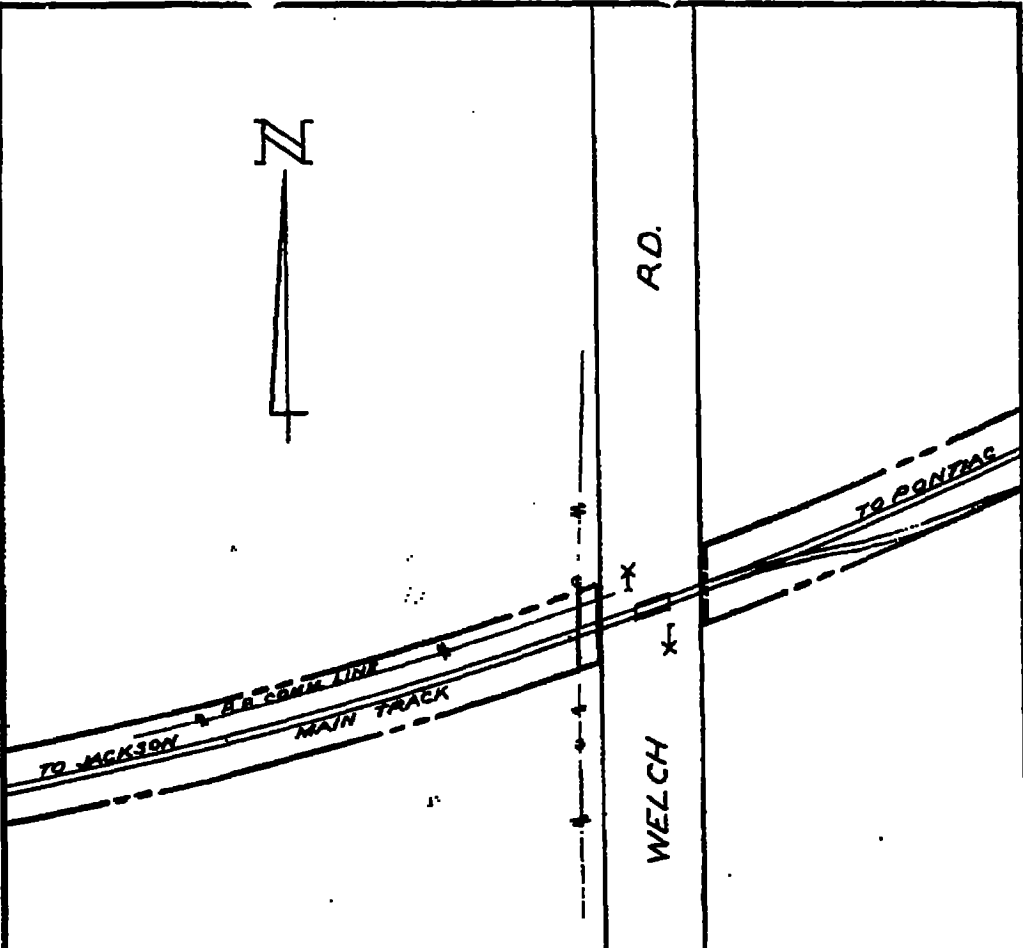
GRAND TRUNK WESTERN RAILROAD COMPANY,
 a Michigan Corporation -

Witness:
Oliver J. [Signature]

By *[Signature]*
 As - Manager of Real Estate & Tax

By *[Signature]*
 IRAN W. GAMBLE

THE DETROIT EDISON COMPANY,
 a New York Corporation -
 By *[Signature]*
 As - R. G. DUKE, DIRECTOR
 Properties and Rights of Way Dept.



2040026
 S4 Y4 SEC. 25
 Commerce Twp
 Oakland Co.

File R9864P44
 Project B04147

62643
 RECORDED R/W FILE NO.

PRO. CROSSING TO CONSIST OF 3 - NO. 350 B 13,200 VOLT WIRES AND 1 - NO. 0 AGGR NEUTRAL WIRE WITH A MINIMUM OVERHEAD CLEARANCE OF 30.3' ABOVE TOP OF RAIL AND 10.3' ABOVE R.R. COMM. LINE @ 60°F. OTHER WIRE CROSSING NO. 1863 M.P. 46.45
 R X 4147 Commerce Twp

GRAND TRUNK WESTERN RAILROAD COMPANY

DETROIT DIVISION JACKSON SUBDIVISION

VALLED LAKE, OAKLAND COUNTY, MICHIGAN

LICENSE

THE DETROIT SOLIDOR COMPANY

PLAN NO. L-17-71 MARCH 17, 1971

SCALE 1" = 100' FILE NO. 13-26-5

RECORDED R/W FILE NO. 2064 2/26/71

G. T. W. APPROVALS	
<i>[Signature]</i>	LEGAL DEPT. AS TO FORM
<i>[Signature]</i>	CHIEF ENGR.
<i>[Signature]</i>	LEGAL DEPT. FOR DEPT. OF TRANSPORTATION

BOUNDARIES OF G. T. W. R. R. CO.

FACILITY COVERED BY LICENSE

[Signature: J.E. Rosenkrantz]
 Engineer of Survey and Construction

PERMIT NO. 144 under Master Agreement dated January 2, 1952

RENTAL FOR THIS PERMIT:
 \$50.00 for the first year and
 \$25.00 per annum thereafter

WITNESSES:
[Signature: Charles Kujawa]

[Signature: Wm W. Gamble]
 Wm W. GAMBLE

GRAND TRUNK WESTERN RAILROAD COMPANY,
 a Michigan Corporation -

[Signature: J. Hollen]
 J. HOLLER
 1st - Manager of Real Estate & Tr

THE DETROIT TRUST COMPANY,
 a New York Corporation -

[Signature: W. C. Arnold]
 W. C. ARNOLD, DIRECTOR
 Real Estate and Rights of Way Dept.

5177

M.P. 45.39

PRO DITCH
DE File 31325
Project 800389

DETROIT
EDISON

RR # 204 0032

NE 1/4 Sec. 25
Commerce Twp. 1.
Oakland Co.

Page 1 of 2

62643

RECORDED R/W FILE NO.

TO LANGLAND

M.P. 45.74

GRAND TRUNK WESTERN
RAILROAD COMPANY

DETROIT DIVISION JACKSON SUBDIVISION

WALLED LAKE, OAKLAND COUNTY, MICHIGAN

L I C E N S E

DETROIT EDISON COMPANY

PLAN NO. L-22-1 February 6, 1903

SCALE 1"=200' FILE NO. 13-2

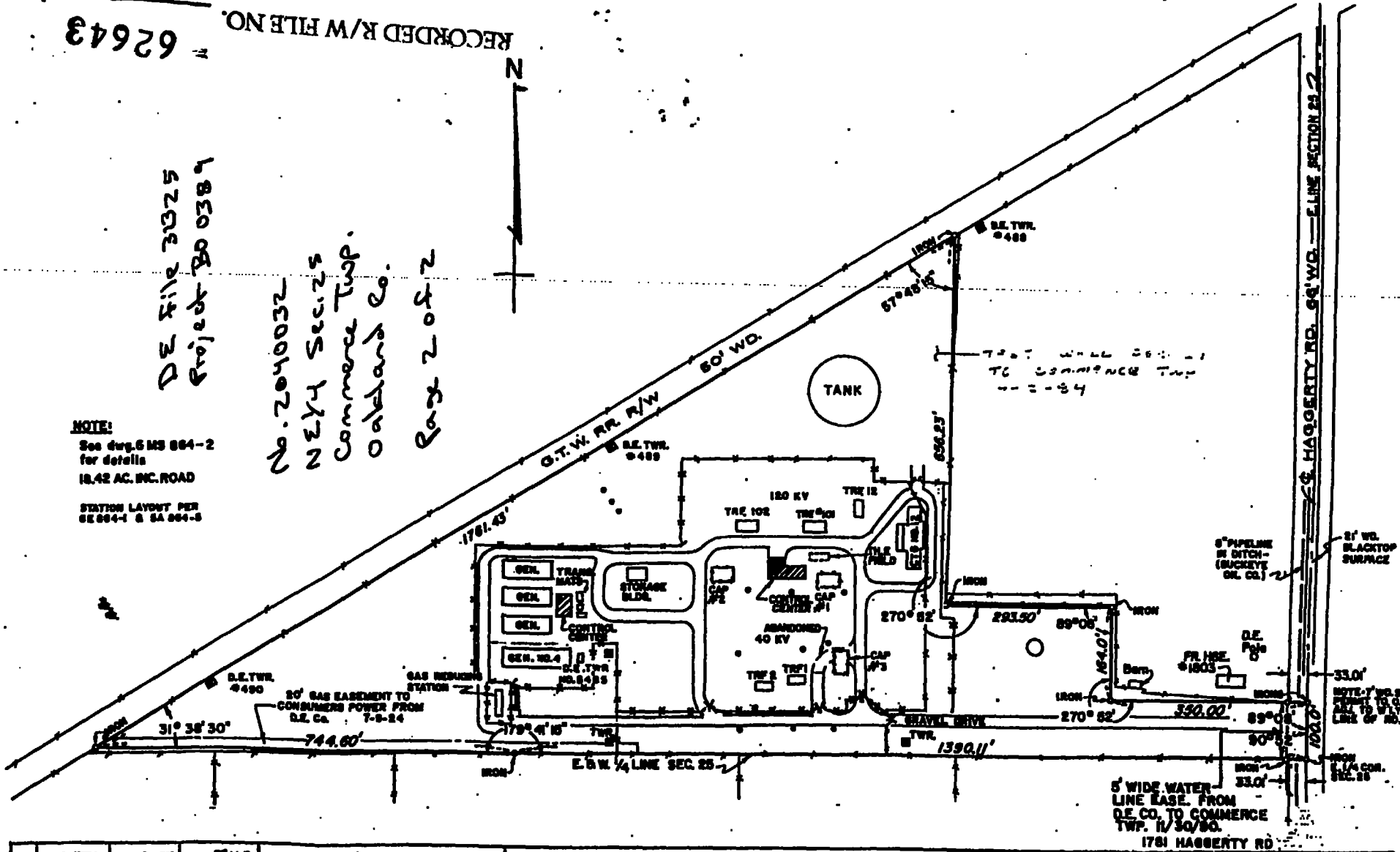
62643

RECORDED R/W FILE NO.

DE File 31325
Project 80 0389

No. 2040032
NE 1/4 Sec. 25
Commerce Twp.
Oakland Co.
Page 2 of 2

NOTE:
See Eng. 6 MS 864-2
for details
18.42 AC. INC. ROAD
STATION LAYOUT PER
SE 864-1 & SA 864-5



I	BY SMITH	DATE 9-87	APPR. <i>TRD</i>		
	REVISED PER '6E 864-1			NAME	DATE
H	BY T.L.C.	DATE 8-77	APPR. J.A.K.	SURVEY BY J. MACAY	10-12-'89
	AS PER '6E 864-1			DRAWN BY D.L.S.	12-11-'89
J	BY BBT	DATE 1/81	APPR. <i>DCG</i>	CHCK. BY	
	5' WIDE WATER LINE EASE. PER 1/30/80			APPR. BY	
	REVISIONS				

CITY _____ COUNTY OAKLAND
 DESCRIPTION PART OF THE N.E. 1/4 OF SECTION 25
 COMMERCE TWP T2N R6E
 R.E. FILE 72-3 SCALE 1"=200'

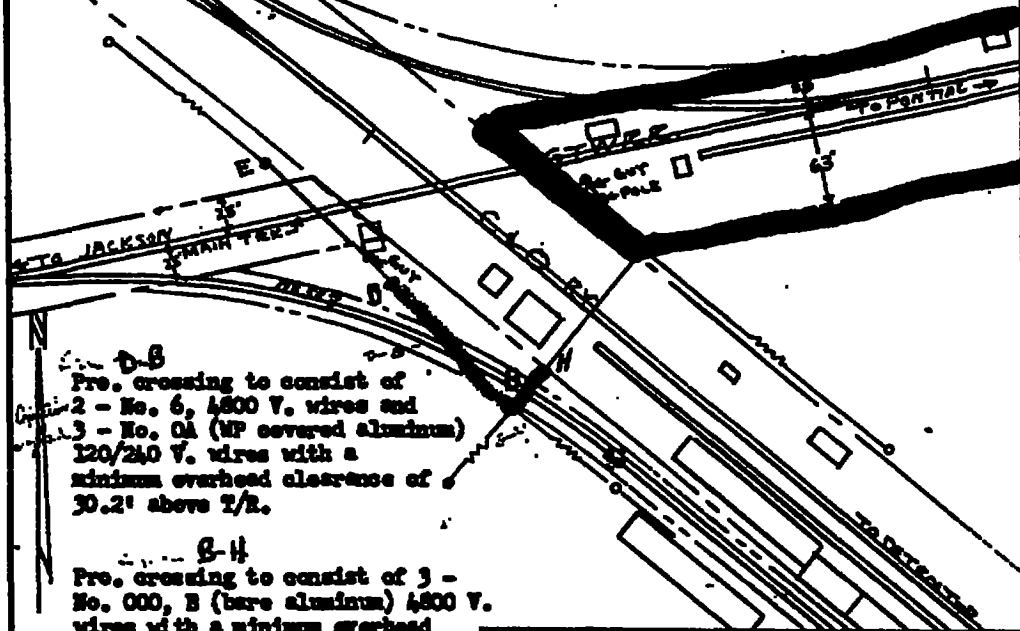
HANCOCK STATION
 THE DETROIT EDISON COMPANY
 THE DETROIT EDISON CO.
 ENGINEERING DEPARTMENT
 385 864

ENTERED INTO RECORDS 1/2/81

Existing (approx E-D)

Pre. crossing to consist of 2 - No. 6, 4800 V. wires with minimum overhead clearance of 38.5' above T/R and 16.3' above R.R. tel. line.

N.P. 50.73
Wire Crossing No. 1174



D-3
Pre. crossing to consist of
2 - No. 6, 4800 V. wires and
3 - No. 04 (NP covered aluminum)
120/240 V. wires with a
minimum overhead clearance of
30.2' above T/R.

B-4
Pre. crossing to consist of 3 -
No. 000, B (bare aluminum) 4800 V.
wires with a minimum overhead
clearance of 39.5' above T/R.

GRAND TRUNK WESTERN RAILROAD COMPANY

Detroit DIVISION Jackson SUBDIVISION
WIXOM, OAKLAND COUNTY, MICHIGAN

LICENSE

THE DETROIT EDISON COMPANY

OFFICE OF DIVISION ENGINEER

Detroit MICHIGAN

PLAN NO. L-15-63 February 15, 19 63

SCALE 1" = 100' FILE NO. 14-1

#2120002
SE 1/4 Sec. 31
Commerce Twp
Oakland Co.

DE File R9064P134
Project B03527

DETROIT EDISON COMPANY
ON VAL NO. 9064 P134

BOUNDARIES OF G. T. W. R. R. CO.

Facility covered by license

[Signature]
DIVISION ENGINEER

PERMIT NO. 134 (Revised) under Master Agreement dated January 2, 1922. L-213-2

RENTAL FOR THIS PERMIT:
\$30.00 for the first year and
\$15.00 per annum thereafter.

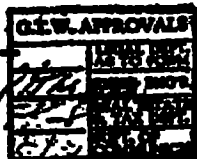
Witness:

[Signature]

GRAND TRUNK WESTERN RAILROAD COMPANY -
By *[Signature]*
Its Real Estate & Tax Commissioner

THE DETROIT EDISON COMPANY -
By *[Signature]*
Its RICHARD H. TAYLOR, DIRECTOR
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

[Signature]

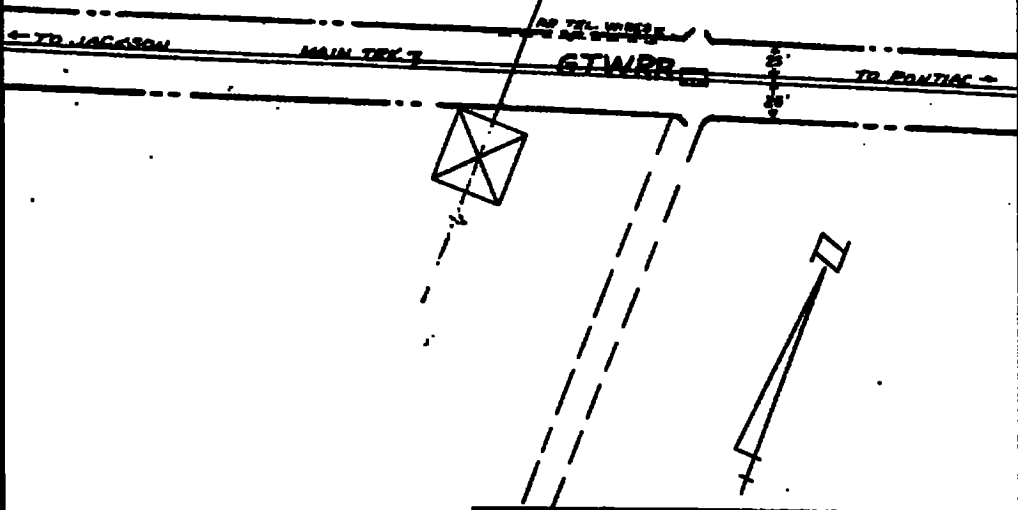


62613

RECORDED R/W FILE NO.

2120007
SWK, Sec. 32
Commerce Twp
Oakland Co.

DE File RA044P405
Project 302218



Pro crossing to consist of 1 -
345,000 volt, 60 cycle, 6 wire, 3
phase transmission circuit with two
ground wires with an overhead
clearance of 104' above top of rail
and 87' above Railroad wires.
N.P. 50.20. G.T.W. Wire Crossing
No. 11148

**GRAND TRUNK WESTERN
RAILROAD COMPANY**

Detroit DIVISION Jackson SUBDIVISION

WIXOM, OAKLAND COUNTY, MICHIGAN

License

THE DETROIT EDISON COMPANY

OFFICE OF DIVISION ENGINEER

Detroit MICHIGAN

PLAN NO. L-85-65 November 1, 19 65

SCALE 1"=100' FILE NO. 11148

J. S. Colton
DIVISION ENGINEER

GTW APPROVALS

LEASING DEPT
ARTS & INGEN
CHIEF ENGR
REAL ESTATE
SALES DEPT
CHIEF CLERK

BOUNDARIES OF G. T. W. R. R. CO.
Facility covered by license

FRONT NO. 405 under Master Agreement dated January 2, 1932 1-212-7

RENTAL FOR THIS FRUIT:
\$25.00 for the first year and
thereafter \$10.00 per annum

Witnesses:
Mary Ann Davis

Irvin W. Gamble
IRVIN W. GAMBLE

GRAND TRUNK WESTERN RAILROAD COMPANY -

M. W. Council
VICE-PRESIDENT & THE COMMISSIONER

THE DETROIT EDISON COMPANY -

A. L. Kasameyer
A. L. KASAMEYER DIRECTOR
PROPERTIES AND RIGHTS-OF-WAY DEPARTMENT

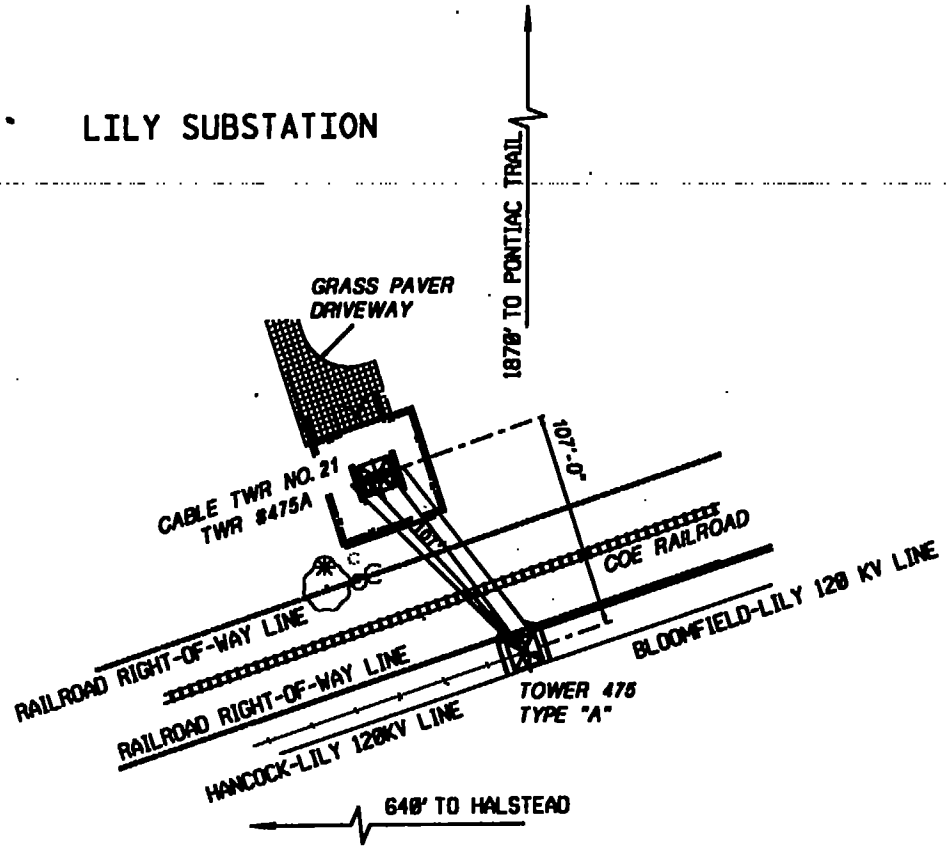
62643

RECORDED R/W FILE NO.

NE 1/4 Sec. 20
West Bloomfield Twp.
Oakland Co.

LILY SUBSTATION

No. New-1
Project BO 0016



PLOT PLAN
SCALE: 1"=100'

C O V E R

S H E E T

FAX

62643

RECORDED R/W FILE NO.

To: Thomas Wilson
Fax #: 313-235-0105
Subject: Consolidation of Easements and Other Matters
Date: December 8, 1998
Pages: 1, including this cover sheet.

COMMENTS:

Confirming our telephone conversation of this date, Coe Rail completed its review of Detroit Edison's proposal for a new crossing over our property near Haggerty Road (your project BO0016, your crossing RX4542) as well as your request that we evaluate the feasibility of capitalizing that project together with the existing eleven (11) easements, the issue of past-due easement payments, and the issue regarding the interference with our radio and wireless microphone operations.

Coe Rail is willing to provide Detroit Edison with a twenty (20) year lease for all twelve (12) of the subject easements. The agreement will permit renewal at Detroit Edison's option and will provide Coe Rail with the opportunity to adjust the next period's capitalization figure to reflect the values of that time. The fee for such an agreement is \$500,000. For that fee we will consider the past-due easement amounts and our expenses and business losses associated with the electrical interference to our communications systems as settled.

Kindly let me know your intentions within the next thirty days. I will hold off on all collection efforts of the \$5,273 in past-due payments and the \$9,400 that is late for the current easement periods until the first week of January, 1999.

From the desk of...

Dennis E. Larson

Coe Rail, Inc.
 840 N. Pontiac Trail
 Walled Lake, MI 48390

248-980-8440
 Fax: 248-980-8444

Date

Invoice Number

Invoice Amount

Less Discount

Sales Tax Exempted

Net Amount

62643

RECORDED R/W FILE NO.

RJW 08/13/99

08/05/99

INV. #79806

AMT. \$79,000.00

1000056633

check No. 1000056633

Remittance from Detroit Edison. Please detach before depositing.

DE 963-4707 4-99

Detroit Edison



The Detroit Edison Company
2000 2nd Ave., Detroit, Michigan 48226-1279

General Account

1000056633 62-35
311

The Bank of New York (Delaware)
(Newark, Delaware)

Pay to the order of

602 WALKER INCORPORATED
240 NORTH PONTIAC TRAILS
WALLED LAKE, MI 48390

Authorized Agent's Counter Signature

⑆1000056633⑆ ⑆031100351⑆ ⑆0300950003⑆

Detroit Edison Request For Check

HOLD FOR PICKUP

02-03-2001-95

Invoice No. 79806

Pay to: (Name, Address, City, State, Zip Code)

Coe Rail Incorporated
240 North Pontiac Trail
Walled Lake, Mi. 48390

Date	8/5/99
Requested Check Date	
Payee Social Security/Tax I.D. No.	
Contract No.	
Vendor Code	
Disc Code	
Freight	
Addl Charge Amt.	
Tax Code	
Addl Chg.	
Audited By	

Note: (Last Payment made in 1992 under Vendor Code D4212)

State What Payment is For (Attach copy if required by Payee)

Payment for permanent railroad easments located within the townships of Commerce and West Bloomfield, and listed within the easement agreement.

Easement for the Lilly Substation would be included

Check (✓) for Wire Transfer

Written Amount

Seventy nine thousand dollars _____ Dollars

Total Amount \$ 79,000.00

Std Actv	Rarc Type	Src Dept	User Dept	Sub Project	Activity Occurance	Proc	Actv Eqmt	Prod	Cust	Amount
001230	122	E0563	E0326	E000185750						\$ 79,000.00
										\$
										\$
										\$
										\$
										\$
										\$

Item No. Account Name (Optional)

- 01
- 02
- 03
- 04
- 05

Prepared By Signature
Tom Wilson

I.D. No. 40328 Ext. 235-8314

Approved for Payment (Signature)
P. Potter, Tom Roberts, Bill Carter, Tom Wilson

Approved - Request for Pick-Up (Mgt. Council)
[Signature]

Robert Buckler

Approved Check Request (HOLD FOR PICK-UP)

Print Name
[Signatures]

Hold for Pick-Up

Contact
Tom Wilson at 235-8314, Dan Emerich at 235-8377

This Form Must Be Typed or Computer Generated

RECORDED R/W FILE NO. 62643

DO NOT REMOVE CONTENTS OF FILE

RECORDS CENTER

CLASSIFICATION COE RAIL INCORPORATED

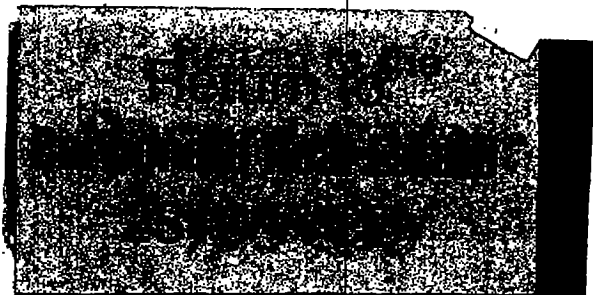
Master Agreement

CONTENTS

Agreement from Coe Rail Incorporated to The Detroit Edison Company for crossings located in various townships in Oakland County, Michigan, September 1, 1984.

62643

RECORDED R/W FILE NO.



OVER

**Detroit
Edison**

REAL ESTATE AND RIGHTS OF WAY

Project No. BO 0389
Project Name Coe Rail, Inc.
Master Agreement

Date: January 17, 1989
To: Vicki C. Sullivan
Supervisor
Records Center
From: Thomas Wilson *zw*
Subject: Additional Papers for Records Center File

Attached is a new Addendum A page, showing the addition of a former Grand Trunk Drainage Ditch lease, which is in Records Center File No. 31325, to the Coe Rail Master Agreement.

Please incorporate these papers into Records Center General File "Coe Rail Incorporated, Master Agreement".

TW/blg

attachments

62643

RECORDED R/W FILE NO.

ADDENDUM A

Schedule of Licenses and Agreements in Effect Prior to August 23, 1984

The following eight permits originally granted to Detroit Edison by Grand Trunk Railroad and all future permits shall remain in effect under the terms and conditions of this Coe Rail Master Agreement and shall remain at the fixed annual rental rate of \$140 per crossing for a period beginning September 1, 1984 through August 31, 1989. For every two year period thereafter, rental rates for these eight permits and all future permits will be adjusted to reflect the change in value of the adjoining real estate as determined by a real estate appraisal supplied by Detroit Edison and approved by Coe Rail.

<u>License Number</u>	<u>Permit Number</u>	<u>Mile Post</u>	<u>Agreement Date</u>	<u>Location</u>	<u>D.E. R/W Number</u>	<u>Facility</u>	<u>Number of Wires</u>	<u>Voltage</u>	<u>Annual Rent</u>
L-141-6	23	41.42	01-02-24	Orchard Lake Oakland Co.	9064, part 23	Aerial wires	6	120 kV	\$140
L-204-32	31325	45.74	02-21-78	Walled Lake Oakland County	31325	Ditch	1850 ft.		\$140

**Detroit
Edison**

REAL ESTATE AND RIGHTS OF WAY

Date: January 15, 1987
To: Vicki C. Sullivan
Supervisor
Records Center
From: Thomas Wilson ^{TW}
Real Estate Associate
Subject: Additional Papers for Coe Rail Master Agreement
and Related Correspondence

Please add these to the Records Center General file on Coe Rail, Inc. After the fact, we discovered an additional (9th) permit, and have added it to the Master Agreement (Page 2 of Addendum A). Enclosed is a letter communicating this to the owners, a new Page 2 of the Addendum A, the connected check request.

TW/blg

attachments

62643
RECORDED R/W FILE NO.

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48228
(313) 237-8000

January 15, 1987

Mr. Laurence I. Coe
Coe Rail, Inc.
26795 Captain's Lane
Franklin, MI 48025

Dear Mr. Coe:

Find enclosed the retroactive check I referred to in my December 18, 1986 letter to you, for back rent on the newly discovered 9th permit. I have changed our records, and you should receive the 1987 payment, along with the others, in September.

Should you require further information, please feel free to contact me at 237-8314.

Sincerely,

Thomas Wilson
Real Estate Associate

TW/blg

enclosure

62643

RECORDED R/W FILE NO.

REQUEST FOR CHECK

DE FORM 700-1800 12-79

THE DETROIT EDISON COMPANY

VOICE NO. **No 51210**

PAY TO (NAME AND ADDRESS INCL ZIP CODE)

Coe Rail, Inc.
26795 Captains Lane
Franklin, MI 48025

DATE OF REQUEST

January 15, 1987

REQUESTED CHECK DATE

January 22, 1987

CONTRACT NO.

STATE WHAT PAYMENT IS FOR (ATTACH COPY IF REQUIRED BY PAYEE)

Back payment for 9th permit, only recently discovered.
L-141-6 dated January 2, 1924 (Project #B02305).

\$280.00

VENDOR CODE	D4212
TAX CODE USE SALES TAX OR A	
DISC CODE CASH DISCOUNT	
FREIGHT	
ADDITIONAL CHARGE AMT	

RECORDS FILE NO. 62643

ACCOUNT NAME	ITEM	WORK ORDER	AMOUNT
Rent due September 1985	01	789 AC 641	\$140.00
Rent due September 1986	02	789 AC 641	140.00
	03		
	04		
		TOTAL AMOUNT	\$280.00
PREPARED BY Thomas Wilson SW	APPROVED		
APPROVED FOR PAYMENT	AUDITED		

XXXXXXXXXX
CHECK TO BE MAILED

SEND CHECK TO

Thomas Wilson, 448 G.O., 78314

INVOICE
DATE

INVOICE
NUMBER

GROSS INVOICE
AMOUNT

CASH
DISCOUNT

SALES TAX
DEBITED

NET
AMOUNT

01 15 8103 51210

280.00

.00

.00

280.00

FOR CHECK DEPOSIT

SEND
CHECK TO

T. Wilson

ADDRESS

CASH EXTENSION

78314

PLEASE USE METEOR DEBIT

62643

RECORDED R/W FILE NO.

** TOTAL **

REMITTANCE FROM THE DETROIT EDISON CO. PLEASE DETACH CHECK BEFORE DEPOSITING

280.00

INVOICE DATE INVOICE NUMBER GROSS INVOICE AMOUNT CASH DISCOUNT SALES TAX EXEMPTED NET AMOUNT

01 15 8103 51210

280.00

.00

.00

280.00

62643

RECORDED R/W FILE NO.

FOR CHECK DELIVER

SEND CHECK TO

T Wilson

ADDRESS

CALL EXTENSION

78314

SEND FOR SENIOR CHECKS

** TOTAL **

REMITTANCE FROM THE DETROIT EDISON CO. PLEASE DETACH CHECK BEFORE DEPOSITING

280.00

Detroit Edison

2000 Second Avenue
Detroit, Michigan 48226

049337

02-38
311

BANKERS TRUST (DELAWARE)

General Account *****280*DOLLARS*00*CENTS***

01/21/87

DATE

CHECK NUMBER 499311

Pay to the order of

COE RAIL INC
26795 CAPTAINS LANE
FRANKLIN, MI 48025

280.00

NOT VALID OVER \$250,000.00
SIGNATURE REQUIRED UNDER \$250,000.00

AUTHORIZED COUNTER SIGNATURE

⑆049337⑆ ⑆031100380⑆ ⑆00501606⑆



2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

December 18, 1986

Mr. Laurence I. Coe
Coe Rail Inc.
2679⁵ Captain's Lane
Franklin, MI 48025

Dear Mr. Coe:

It has recently been brought to our attention that there was a ninth permit originally granted to Detroit Edison by Grand Trunk Railroad, which was not included on Addendum A, page 9, of our current Coe Rail Master Agreement.

You will find enclosed a copy of the original license between "Canadian National Railway Company" and Detroit Edison, a copy of the drawing of the facility, a letter from Grand Trunk related to this additional permit, and the applicable assignment document. You will notice that our file number is "L-141-6. Please refer to this file number in any follow-up correspondence.

It is not clear to us how this License Agreement was omitted, but it is our desire to see that the situation is resolved to our mutual satisfaction. To this end, we have added this permit to Addendum A as reflected by the enclosed page 9-B, which should be attached to your copy of the current Coe Rail Master Agreement, which began September 1, 1984 through August 31, 1989.

We will soon issue a retro-active check to you for the 1985 and 1986 rent which you should have received on this permit and will from this time on, be forwarding this permit's rent following the more normal schedule, along with your other amount.

To remain consistent with our Master Agreement, the rent to you will also be adjusted from the old annual figure of \$1.00 to a new annual figure of \$140.00. Your 2 year retroactive rent check of \$280.00 should soon be in the mail.

Should you require further information, please feel free to contact me at (313) 237-8314.

Sincerely,

Thomas Wilson
Real Estate Associate
Real Estate and Rights of Way
448 G.O.

TW:ss
Enc.

62643

RECORDED R/W FILE NO.

ADDENDUM A

Schedule of Licenses and Agreements in Effect Prior to August 23, 1984

The following eight permits originally granted to Detroit Edison by Grand Trunk Railroad and all future permits shall remain in effect under the terms and conditions of this Coe Rail Master Agreement and shall remain at the fixed annual rental rate of \$140 per crossing for a period beginning September 1, 1984 through August 31, 1989. For every two year period thereafter, rental rates for these eight permits and all future permits will be adjusted to reflect the change in value of the adjoining real estate as determined by a real estate appraisal supplied by Detroit Edison and approved by Coe Rail.

<u>License Number</u>	<u>Permit Number</u>	<u>Mile Post</u>	<u>Agreement Date</u>	<u>Location</u>	<u>D.E. R/W Number</u>	<u>Facility</u>	<u>Number of Wires</u>	<u>Voltage</u>	<u>Annual Rent</u>
L-141-6	23	41.42	01-02-24	Orchard Lake Oakland Co.	9064, part 23	Aerial wires	6	120 kv	\$140

REQUEST FOR CHECK
DE FORM 983-1800 12-79

GOODS INVOICE CASH RECEIPT SALES TAX RECEIPTED NET AMOUNT

THE DETROIT EDISON COMPANY

INVOICE NO. **N^o 50609**

PAY TO (NAME AND ADDRESS INCL. ZIP CODE) Coe Rail, Inc. 26795 Captains Lane Franklin, MI 48025	DATE OF REQUEST 1-7-85
	REQUESTED CHECK DATE 1-14-86
	CONTRACT NO.

STATE WHAT PAYMENT IS FOR (ATTACH COPY IF REQUIRED BY PAYEE)

Back payment owed to Coe Rail for 1984.

\$976.00

RECORDED & FILED NO. 62643

VENDOR CODE	D4212
TAX CODE USE/SALES TAX OR F	
DISC CODE	CASH DISCOUNT AMT
FREIGHT	ADD'L CHG
ADDITIONAL CHARGE AMT	AUDITE

ACCOUNT NAME	ITEM	WORK ORDER	AMOUNT
	01	789 AC 641	\$488.00
	02	767 AC 641	488.00
	03		
	04		
		TOTAL AMOUNT	\$976.00

PREPARED BY Sharon Selonke	APPROVED
APPROVED FOR PAYMENT <i>[Signature]</i>	AUDITED <i>[Signature]</i>

CHECK TO BE MAILED SEND CHECK TO Sharon Selonke - 448 G.O.

** TOTAL ** REMITTANCE FROM THE DETROIT EDISON COMPANY

400157

Detroit Edison 2000 Second Avenue Detroit, Michigan 48226	General Account *****976*DOLLARS*00*CENTS*** DATE <u>01/14/86</u>	147554 1-103 210
	Pay to the order of COE RAIL INC 26795 CAPTAINS LANE FRANKLIN, MI 48025	BANKERS TRUST COMPANY NEW YORK, N. Y. CHECK NUMBER B 429157

VOID OVER \$50,000.00. ONE SIGNATURE REQUIRED UNDER \$50,000.00.

⑈00147554⑈ ⑆021001033⑆ 001⑈50045661⑈

REAL ESTATE AND RIGHTS OF WAY

Project No. B03595

Date: November 22, 1985
To: Vicki Sullivan
Records Center
From: Sharon Selonke
Subject: Agreement from Coe Rail to Detroit
Edison for Crossings Located in Various
Townships in Oakland County, Michigan

Attached are a master agreement dated September 1, 1984, between Detroit Edison and Coe Rail covering eight and all future crossings, and correspondence related to the agreement.

A check dated November 7, 1985 in the amount of \$1,264 was sent to Coe Rail for past monies owed at the new rate of \$140 per crossing plus rent due in 1985.

Please prepare a new Record Center file for Coe Rail.

/ss

Approved:

Dei
Barbara A. Mention-Fulton
Barbara A. Mention-Fulton
Supervisor-Real Estate Services

cc: L. Lucas
J. McDonald
Q. Myers

62643

RECORDED R/W FILE NO.

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

November 12, 1985

Laurence I. Coe
Coe Rail, Inc.
2679 Captain's Lane
Franklin, Michigan 48025

Re: Nine Crossings in Oakland County from
Coe Rail to Detroit Edison Company

Dear Mr. Coe:

Enclosed is a fully executed copy of a license dated
September 1, 1984 between Detroit Edison and Coe Rail for
eight crossings transferred on August 23, 1984 from Grand
Trunk Western Railroad Company to Coe Rail. Also
enclosed is a check for \$1264 for past monies owed at the
new rate of \$140 per crossing.

Thank you for your cooperation.

Sincerely,

Barbara A. Mention-Fulton
Supervisor-Real Estate
Services

/ss

Enc.

62643

RECORDED R/W FILE NO.

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

September 20, 1985

Mr. Laurence I. Coe
Coe Rail Inc.
2679 Captain's Lane
Franklin, Michigan 48025

Dear Mr. Coe,

This letter of understanding will serve to summarize our August 28 meeting at our Oakland Division Headquarters at which we resolved the following issues regarding rental rates:


1. The new annual rental rate for the eight Detroit Edison wire crossings transferred August 23, 1984 from Grand Trunk Railroad to Coe Rail is \$140 per crossing.
2. The \$140 rental per crossing is retroactive to September 1, 1984, and rental payments due Coe Rail for the eight crossings will be paid on September 1 each year.
3. The \$140 annual rental rate per crossing will remain in effect for a period of five years beginning September 1, 1984.
4. After five years and for every two year period thereafter, rental rates will be adjusted to reflect the change in value of the adjoining real estate as determined by a real estate appraisal supplied by Detroit Edison and approved by Coe Rail.

I have also enclosed a draft of the Coe Rail/Detroit Edison Master Agreement for your approval. Upon receipt of the agreement with your signature, we will sign and return two copies to you for your file. We will also enclose a check for 1984 and 1985 rentals owed.

Sincerely,

Barbara Mention-Fulton
Barbara Mention-Fulton
Supervisor, Real Estate
Services

Approved:


Robert R. Tewksbury, Director
Real Estate and Rights of Way

dgl

62643

RECORDED RIGHT OF WAY NO.

RECORDED R/W FILE NO.

PAY TO (NAME AND ADDRESS INCL ZIP CODE)

Coe Rail, Inc.
26795 Captains Lane
Franklin, Michigan 48025

DATE OF REQUEST
10-13-85

REQUESTED CHECK DATE
10-30-85

CONTRACT NO.

62643

STATE WHAT PAYMENT IS FOR (ATTACH COPY IF REQUIRED BY PAYEE)

Back payment to September, 1984 of railroad crossing rentals.

\$1264.00

VENDOR CODE D42	
TAX CODE USE/SALES TAX	F/A
DISC CODE	CASH DISCOUNT AMT.
FREIGHT	AMOUNT
ADDITIONAL CHARGE AMT. DEDUCTIBLE	

RECORDED & FILED NO.

ACCOUNT NAME	ITEM	WORK ORDER	AMOUNT
	01	789 AC 641	\$605.00
	02	767 AC 641	659.00
	03		
	04		
TOTAL AMOUNT			\$1264.00

PREPARED BY
Sharon Selonke

APPROVED FOR PAYMENT

APPROVED

AUDITED

CHECK TO BE MAILED: SEND CHECK TO Sharon Selonke - 443 G.O.

**** TOTAL **** REMITTANCE FROM THE DETROIT EDISON CO. PLEASE DETACH CHECK BEFORE DEPOSITING

1264.80

Detroit Edison

2000 Second Avenue
Detroit, Michigan 48226

135266

1-103
210

BANKERS TRUST COMPANY
NEW YORK, N.Y.

General Account

*****1264*DOLLARS*00*CENTS*** DATE 11/03/85

CHECK NUMBER B 383691

Pay to the order of

COE RAIL, INC
26795 CAPTAINS LANE
FRANKLIN, MI 48025

\$1,264.00

VOID OVER \$50,000.00. ONE SIGNATURE REQUIRED UNDER \$50,000.00.

AUTHORIZED COUNTER SIGNATURE

⑈00135266⑈ ⑆021001033⑆ 001⑈50045661⑈

For 8 X urgent
\$46 back rent

62643

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MEMORANDUM OF LICENSE AND AGREEMENT, effective the day of 10/11/05, by and between COE RAIL INCORPORATED, hereinafter called the "Licensor", of the first part, and THE DETROIT EDISON COMPANY, hereinafter called the "Licensee", of the second part.

WHEREAS, the Licensee now maintains and uses facilities consisting of power lines, poles, towers, wires, anchors, conduits, appliances and their appurtenances used in connection with the transmission and distribution of electrical energy, overhead, underneath, upon, along and/or across the right of way, tracks and property of the Licensor under the terms of certain licenses in writing relating thereto, heretofore made with the Licensor or its predecessors, and it appears that the Licensee may in the future desire to install, maintain and use additional facilities similar in nature to the aforesaid,

WHEREAS, it is the desire of the parties hereto to make provision for the incorporation in one license and agreement of the terms and conditions under which the Licensee may continue to occupy with or in the future install and maintain and use the existing, and/or additional facilities aforesaid.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Licensor will permit the Licensee from time to time to install and/or maintain and use the facilities of the character aforesaid underneath, upon, along, and/or across the right of way, tracks and property of the Licensor upon the terms and conditions hereinafter set forth and not otherwise:

(a) All facilities installed or installed after the date hereof shall be governed by all the terms and conditions of this license and agreement. The particular character and location of facilities shall be in accordance with plans and specifications which previous to any work of installation being performed shall have been agreed upon by both the parties hereto. The plans and specifications shall be drafted by the Licensee and signed in duplicate by both parties, the Licensor to have one copy and the Licensee one thereof, shall bear a reference to this license and agreement, a Licensor's permit number, and specify the rental for use and occupancy in accordance with the fee schedule established in Addendum A attached hereto, and upon execution the same shall become a part of this license and agreement and they and the facilities covered thereby shall be subject to all the terms and conditions hereof.

(b) Facilities heretofore installed and now maintained and used under the provisions of certain licenses and agreements heretofore granted to the Licensee by the Licensor or Licensor's predecessors shall be made subject to and governed by all the terms and conditions of this license and agreement, and plans and specifications provided in said original licenses and agreements.

(c) If the Licensee desires in any manner whatsoever to revise, alter or add to any facilities installed or to be installed hereunder, or which have become subject to this license and agreement in accordance with Section I (b) hereof, before any such work is done, plans and specifications shall have been agreed upon by both the parties hereto, which plans and specifications shall likewise bear a reference to this license and agreement, being identified by a permit number (in the case of installation made or to be made hereunder the same permit

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number as the permit number on the original plans and specifications covering original installation, "as revised" or in the case of new installation made or to be made hereunder a new permit number preceded by the letters "CR") and specify the rental for the revised or additional facilities in accordance with Addendum A, which plans and specifications shall also be dated and be signed in duplicate by both parties hereto and then become a part hereof and each permit and the facilities covered thereby, referred to in said blue print, shall likewise be subject to all the terms and conditions hereof.

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2. Said facilities shall be installed, maintained, renewed, repaired, and removed by the Licensee at its sole cost and expense, and said facilities shall be installed and at all times maintained, when across and underneath the right of way of the Licensor, at a depth of not less than four (4) feet below the base of the rails of the Licensor's tracks and when across and overhead, at an elevation of not less than twenty-five (25) feet above the top of the rails of the Licensor's tracks, and no pole, tower, anchor, or any structure whatever, shall be installed, erected or maintained with less than a lateral clearance of twelve (12) feet from the nearest rail of any track of the Licensor and each and all of said facilities and appurtenances connected therewith shall be installed, erected and/or maintained at all times in a workmanlike manner and satisfactory to and subject to the approval and inspection of the Licensor and also in a manner and according to the specifications and subject to the approval of the public authorities having state and local jurisdiction over such facilities in the State of Michigan, and also in accordance with and subject to the provisions of any statute applicable thereto. The right of supervision on the part of the Licensor shall extend for such distance on each side of the property of the Licensor, as the method of construction and materials used have an important bearing upon the strength and stability of the structures upon, over and/or under the Licensor's property.

3. No work of installing, maintaining, repairing or removing said facilities shall be done until the Licensor shall have had sufficient prior notice of at least forty-eight (48) hours to send its inspector to the place where said work is to be performed, under whose inspection all such work shall be done at any and all times when deemed necessary by the Licensor, provided, however, that in case of emergency arising out of breaks in said facilities any necessary repairs may be made without the necessity of the notice above provided for but on the express understanding that immediate notice of such emergency shall be given to the Licensor and that all such repairs so made shall be subject to the approval and acceptance of the Licensor, and on the further understanding that the lines of railroad of the Licensor at all times shall be kept open for traffic, and the Licensee will pay to the Licensor the entire cost and expense incurred by the Licensor in caring for, protecting and/or supporting its track or tracks during the performance of any work herein contemplated, including wages and expenses of such flagmen or watchmen deemed necessary by the Licensor to protect its property and traffic from injury and damage, and all other expenses necessarily or reasonably incurred by the Licensor on account of the installation, maintenance, renewal, repair, or use of said facilities, or the removal of the same from the right of way and premises of the Licensor.

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4. In case of any inductive interference with the telegraph or telephone wires of the Licensor, or in case of any interference in any way with the maintenance, operation or use by the Licensor of its right of way, tracks, structures, or other property, or property in its care, resulting from the facilities hereby licensed, the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference. If at any time the Licensor shall change the present grade of its track or tracks over or under said facilities hereby licensed, or make any other changes or additions to its tracks or facilities at said points, which it hereby reserves the right to do, the Licensee, at its own expense, agrees to lower said facilities so that said facilities shall always be maintained not less than the required depth below the base of the rails of said tracks, or to raise or alter said facilities so that the clearances herein provided for shall at all times be maintained, or to remove the same, or to perform any other work made necessary by reason of such changes or additions, so that said facilities will not interfere with the full use by the Licensor of its property and right of way at said point and if the Licensee shall fail or refuse to perform any work or to comply with the provisions of this paragraph then the fully authorized agents and servants of the Licensor may perform such work and provide necessary material therefor and the Licensee shall pay the Licensor therefor.

5. In the event of any work being performed and materials or protection being furnished by the Licensor under any of the provisions of this agreement, the costs so incurred, together with 10% for supervision and use of tools and 15% for transportation and handling materials, shall be paid to the Licensor by the Licensee within thirty days after presentation of bills therefor.

6. As a part consideration hereof, the Licensee hereby agrees to indemnify and save harmless the Licensor of and from all expense, loss, claims, demands or rights of action of every name, nature or description, whether arising under State or Federal statutes, or at common law, for injury or alleged injury to the employees of the parties hereto, or others, or damage to the property of the parties hereto, or damage or alleged damage to property of others, which may arise through, on account of, or out of the privileges herein granted, or by reason of the installation, maintenance, repair, renewal or removal of the facilities hereby licensed, or by reason of the sagging or breaking of said facilities, or by reason of the condition of said facilities, whether caused by the negligence of the Licensor, its agents, employees, or otherwise. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for such loss, injury or damage, the Licensee will, upon notice from the Licensor, settle, adjust or defend the same at its sole cost and expense and without expense to the Licensor and will pay any judgment rendered therein together with costs of court.

7. For the several privileges and rights of occupation of Licensor's property herein contained, and for future rights of occupation in accordance with Addendum A, the Licensee shall pay the Licensor annually, in advance, all rentals herein provided for.

8. (a) This license and agreement is effective for the period of one year and thereafter from year to year, but at all times the same may be revoked in whole by the Licensor, or cancelled in whole by the Licensee, upon six months' previous written notice of such intention. It is also agreed that any particular permit or privilege covered hereby may be revoked by the Licensor or cancelled by the Licensee, without other effect upon this license and agreement or the other permits or privileges covered hereby, upon sixty days previous written notice of such intention.

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(b) In the event of revocation by Licensor of this license and agreement or in the event of the revocation by Licensor of any particular permit or privilege as aforesaid, without breach of covenant on the part of the Licensee, the proportionate part of the money paid in advance for the period following the date set for the revocation of this license and agreement or of any permit or privilege covered hereby, shall be refunded to the Licensee provided, however, there shall be no refund in the case of a single fee being charged to cover the cost of issuing license.

(c) Cancellation, revocation or termination of this license and agreement, or of any permit or privilege covered hereby, shall not operate to release the Licensee from any liabilities which may have accrued hereunder up to the time of such revocation, cancellation or termination, or liability for expense for any work performed thereafter by the Licensor hereunder due to the failure of the Licensee to remove the facilities, covered by such revocation, cancellation or termination, from the land of the Licensor as hereinafter provided.

9. Any notice to be given to the Licensor hereunder, either of cancellations or otherwise, provided for in this license and agreement, is to be addressed only to Laurence I. Coe, its President, at 2679 Captain's Lane, Franklin, MI 48025, who, it is understood, constitutes its agent for such purpose, and provided, further, that the Licensor may at any time designate another agent for such purpose.

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10. On the cancellation, revocation or other termination of any particular permit or privilege covered by this license and agreement, or on the cancellation, revocation or other termination in whole of this license and agreement, either hereinbefore or hereinafter provided for, the Licensee, at its own expense, agrees to remove the said facilities, hereby licensed and covered by the aforesaid cancellation or revocation notice, or other termination, from the land of the Licensor, leaving the Licensor's premises in a neat, clean and level condition. If the Licensee shall fail so to do within twenty (20) days after the cancellation, revocation or other termination hereof, then the Licensor may do the work specified and the expenses thereof will be repaid to the Licensor by the Licensee as provided in paragraph 5 hereof.

11. The Licensee hereby accepts the license herein granted upon the above specified terms and conditions and hereby agrees to abide by and perform them, and if they should be violated in any degree or particular, this license and agreement shall terminate and all privileges thereunder shall absolutely cease and determine.

12. This license and agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, that the Licensee shall in no event transfer or assign this license and agreement, or permit the use of the facilities covered hereby by any person or corporation other than a public utility having the same franchise power as the Licensee.

ADDENDUM A

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Schedule of Licenses and Agreements in Effect Prior to August 23, 1984

The following eight permits originally granted to Detroit Edison by Grand Trunk Railroad and all future permits shall remain in effect under the terms and conditions of this Coe Rail Master Agreement and shall remain at the fixed annual rental rate of \$140 per crossing for a period beginning September 1, 1984 through August 31, 1989. For every two year period thereafter, rental rates for these eight permits and all future permits will be adjusted to reflect the change in value of the adjoining real estate as determined by a real estate appraisal supplied by Detroit Edison and approved by Coe Rail.

<u>License Number</u>	<u>Permit Number</u>	<u>Mile Post</u>	<u>Agreement Date</u>	<u>Location</u>	<u>D.E. R/W Number</u>	<u>Facility</u>	<u>Number of Wires</u>	<u>Voltage</u>	<u>Annual Rent</u>
L-204-8	253	44.98	11/17/52	W.Blm.Twp., Oak.Co.	9064, part 253	Aerial wires	3	4.8 kV	\$140
L-204-19	375	45.47	05/15/63	Comm. Twp., Oak.Co.	9064, part 375	Aerial wires	4	13.2 kV	\$140
L-204-20	113	45.26	07/20/63	W.Blm.Twp., Oak.Co.	9064, part 113	Aerial wires	9	40 kV	\$140
L-204-21	404	45.81	10/01/65	Comm.Twp., Oak.Co.	9064, part 404	Aerial wires	3	40 kV	\$140
L-204-25	460	47.25	09/21/70	Walled Lake, Oak.Co.	9064, part 460	Aerial wires	4	13.2 kV	\$140
L-204-26	464	46.45	03/17/71	Walled Lake, Oak.Co.	9064, part 464	Aerial wires	4	13.2 kV	\$140
L-212-2	134	50.73	03/12/71	Wixom, Oak.Co.	9064, part 134	Aerial wires, 1 pole, 2 guys	2	7.62 kV	\$140
L-212-7	405	50.20	11/01/65	Wixom, Oak.Co.	9064, part 405	Aerial wires	6	345 kV	\$140

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IN WITNESS WHEREOF, the parties hereto have executed the within agreement, effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

COE RAIL INCORPORATED

Joseph S. Coe

BY *Harmon Co*
Its *President*

THE DETROIT EDISON COMPANY

Barbara A. Mention
BARBARA A. MENTION

BY *Robert R. Tewksbury*
Its **ROBERT R. TEWKSBURY, DIRECTOR**
and State and Rights of Way