THIS AGRESHENT made this day of A.D.

1923, between the PERE MARQUETTE RAILWAY COMPANY, a Michigan perperation,
hereinafter for convenience called the "Pere Marquette", and the DETROIT EDISON
COMPANY, a Michigan corporation, hereinafter for a like convenience called the
"second party".

## HITHESSETH:

WHEREAS, the second party desires to erect, operate and maintain a transmission line, consisting of six (6) conductor cables and one (1) ground wire, all supported on steel towers, across the right of way and over the tracks of the Pere Marquette just south of Wixen, Michigan, the approximate location being at Location Stake No. 11005 plus 13, as indicated on the blue print attached heroto and made a part hereof, and has requested the Pere Marquette to grant it the right so to do.

NOW, THERAPORE, it is agreed as follows:

The Pere Marquette grants to the said second party, as far as it may lawfully do so, the right to erect, sperate and maintain said transmission line across its right of way and over its tracks at the point aforesaid, on the following terms and conditions:

- 1. That said second party shall pay all expenses attending the erection of said transmission line and shall likewise at its own expense maintain the same at all times hereafter in a thoroughly safe and proper condition.
- 2. That said transmission line, sensisting of six (6) sonductor cables and one (1) ground wire as aforesaid, may carry a voltage of 120,000 volts, and the lowest of said wires, at the point where the same shall pass ever the right of way and tracks of the Pere Marquette, shall be at a height at all times of not less than 48 feet above the right of way and tracks of the Pere Marquette, and not less than 25 feet above the nearest telegraph line on the premises of the Pere Marquette Railway Company.
- 3. That no poles or anchors shall be lecated on Pere Marquette's right of way or premises in connection with said transmission line.
- 4. That second party shall obtain consent and authority from the Michigan Public Utilities Commission for the construction and maintenance of the transmission line as aforesaid, and shall at all times observe all requirements of public authority governing or respecting the same.
- 5. The second party shall at all times bereafter assume all liability, if any, for damage or injury to persons or property caused either wholly or in part by the installation, maintenance or existence of the transmission line covered by this grant upon the property of the Pere Marquette and also all liability, if any, for damage or injury to persons or property engaged in or about the installation or maintenance of said transmission line, whether caused by the engines, ears or trains of the Pere Marquette, or otherwise, and will indemnify and save the Pere Marquette, its successors and assigns, harmless therefrom. This agreement shall be binding upon the parties hereto and their respective successors and assigns.
- 6. That second party shall pay to the Pers Marquette at the time this agreement is executed, the sum of Ten (\$10.00) Bellars, the estimated east of preparing this said agreement.
- 7. In case the Pere Marquette shall at any time hereafter desire to change the grade of its line, otherwise improve or change its facilities at

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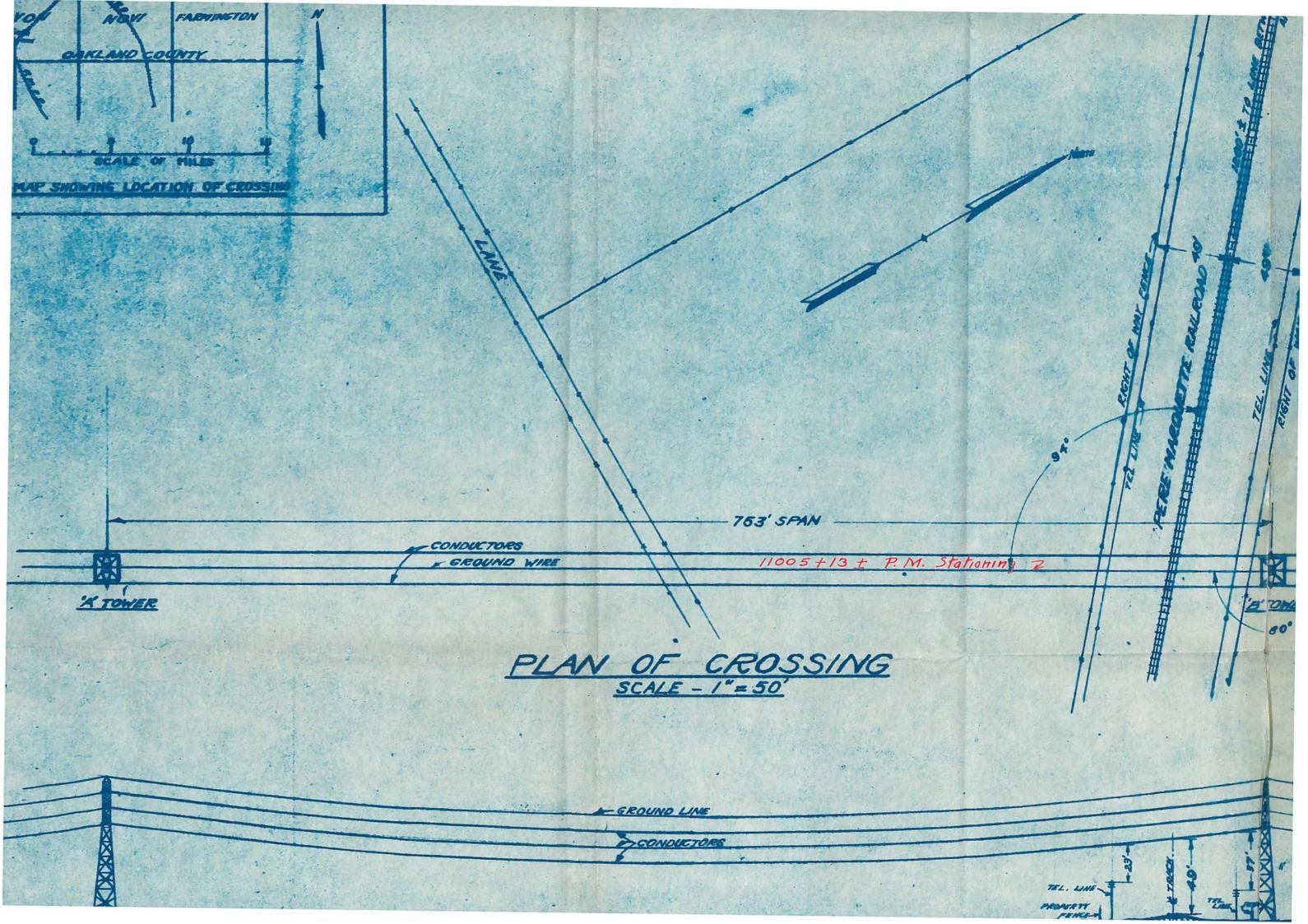
the point where the said transmission line is located, or for any reason whatever desire that said transmission line be removed or its location changed, it shall give the second party sixty (60) days' notice in writing, and second party agrees that before the expiration of said sixty (60) days it will either remove or change (whichever is desired by the Pere Marquette) the location of said transmission line and restore the premises of the Pere Marquette to their condition prior to installation of said transmission line.

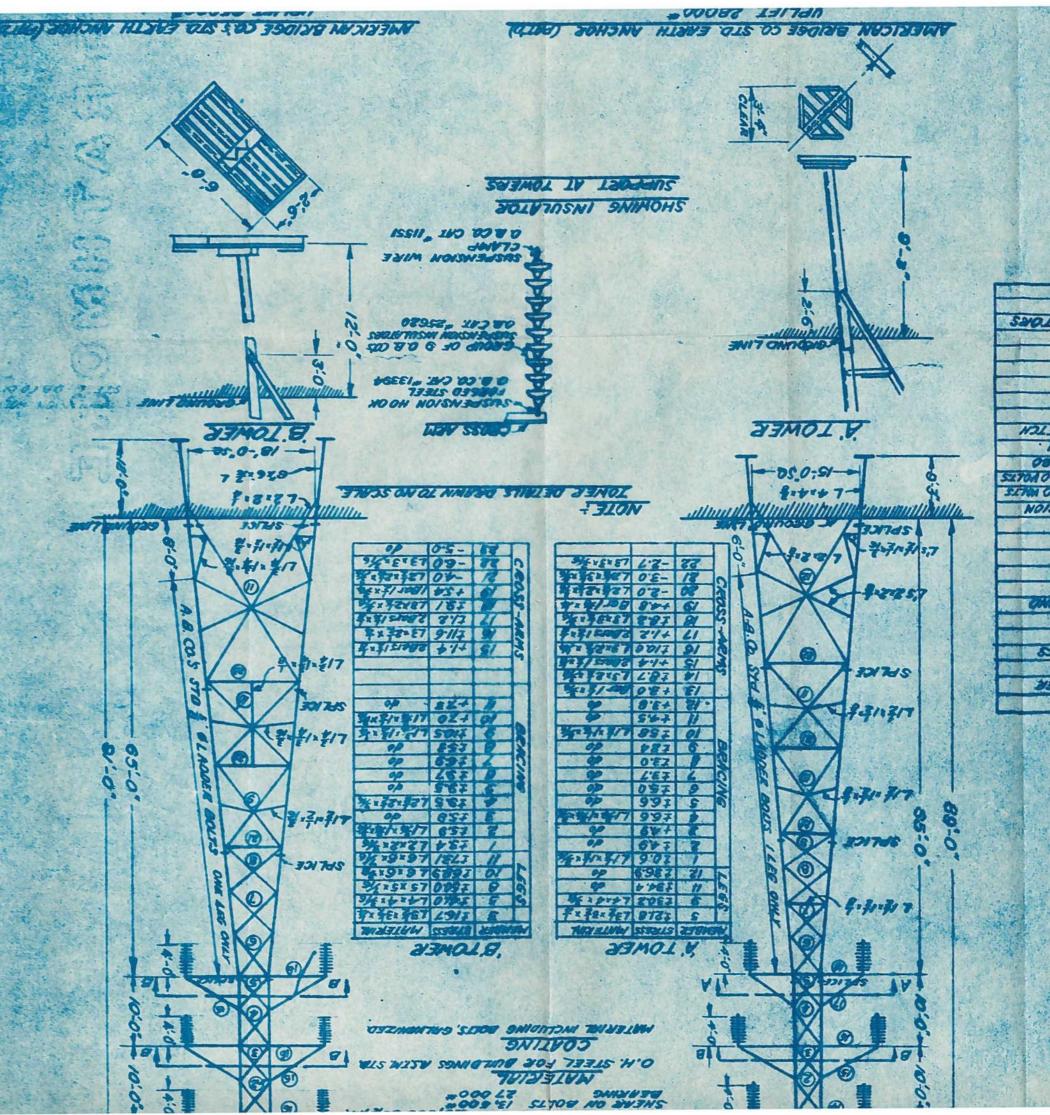
IN WITHESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

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P. M. APPROVAL
OHR for Gen. Atty.
Vice Pres. & Gen. Aud.
Supt.
Gen'l. Supt.
JUNE Ch. Eng.
F. T. M.
A. G. M. ]

PERE MARQUE	FTE RAILWAY	COMPANY
By Alder	IR ST	Alfred
Its	President.	
DETROIT EDI	SUN COMPANY	0
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The	Vice Pre	sident

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