

THIS AGREEMENT made this 7<sup>th</sup> day of December A. D. 1943, between the PERE MARQUETTE RAILWAY COMPANY, a Michigan corporation, hereinafter called "first party", and THE DETROIT EDISON COMPANY, a New York corporation, hereinafter called "second party".

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an agreement on December 16, 1921, covering the furnishing of electric current for first party's pumping station at Wixom, Michigan, and the installation of a pole line in connection therewith, including a customer's order for six poles at Twenty (\$20.00) Dollars each, and

WHEREAS, first party's pumping station at Wixom has been discontinued, and second party desires to use the said six poles to serve another customer, and

WHEREAS, second party has requested first party to relinquish ownership in said six poles, five of which are located as colored in green on the print attached hereto and made a part hereof, and the sixth of which is located as colored in red on said print, and first party is willing to comply with such request, and

WHEREAS, second party has requested first party to permit it to maintain an electric transmission line, supported by a pole, extending northward across first party's property from Walled Lake Road for a distance of approximately 130 feet in the location shown in red on said print, and first party is willing to grant such request.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. First party grants to second party at its request the right to maintain an electric transmission line, supported by a pole, across its property at Wixom, Michigan, extending northward across said property from Walled Lake Road for a distance of approximately 130 feet in the approximate location shown in red on the blue print attached hereto and made a part hereof; it being understood and agreed that said line and pole shall be maintained by and at the expense of second party and to the satisfaction of first party.
2. Second party shall take down at its own expense the two poles located as shown in yellow on said print, and leave the same for disposal by first party.
3. First party, for and in consideration of the sum of One (\$1.00) Dollar to it paid by second party, the receipt whereof is hereby acknowledged, and the undertakings of the second party as set forth in this agreement, has bargained and sold, and by these presents does grant and convey unto the second party, its successors and assigns, the six wooden poles located at Wixom, Michigan, as shown in green and red on said attached print, TO HAVE AND TO HOLD the same unto the second party, its successors and assigns, forever. And the first party does covenant and agree to and with the second party, its successors and assigns, to warrant and defend the sale hereby made of said poles unto said second party, its successors and assigns, against all and every person or persons whatsoever.
4. Second party shall at all times hereafter assume all liability, if any, for loss, damage or injury to persons or property, including the property of first party, second party, and of third parties, and injury to all persons whether or not they are the employees of the parties hereto or are third parties.

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caused either wholly or in part by the maintenance, renewal or existence of the said transmission line and pole upon first party's property at the location hereinbefore described, or by the removal thereof from said property, and will indemnify and save the first party, its successors and assigns, harmless therefrom.


5. This agreement shall continue in force and effect until terminated by sixty (60) days' notice in writing from either party to the other of a desire to terminate the same. Upon the giving of such notice, second party agrees to remove, at its own expense, the said transmission line and pole from the property of first party and to restore and leave said property in as good condition as before the installation of said facility thereon. In case it shall fail so to do before the expiration of sixty (60) days after such notice of termination by either party has been given to the other party, first party may perform the work of removal and of restoration at the expense of second party, and second party shall repay to first party all such expense within thirty (30) days after bill for same has been presented to said second party.

6. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; but any assignment by second party of its rights under this agreement shall be void unless given with the written consent of the first party.

7. This agreement shall terminate and supersede a certain agreement entered into between the parties hereto on December 16, 1921, covering the furnishing of electric current for first party's pumping station at Wixom, Michigan, and the installation of a pole line in connection therewith.

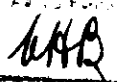

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

PERE MARQUETTE RAILWAY COMPANY

By   
Its President

THE DETROIT EDISON COMPANY

By   
Its Vice President (J.W. Parker)

As to Form  
  
As to Accounting Features  
  
Auditor

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