

**Detroit
Edison**

Date: December 13, 1988

To: James L. Piana

From: Thomas Wilson

Subject: Detroit Edison's Acquisition of
Consumers Power's Pontiac Electric
Facilities

Along with a letter dated July 31, 1987 from Consumers, photo copies of 34 railroad agreements were sent to Detroit Edison's Legal Department. Our Legal organizational unit forwarded them to me.

- o I talked to Oakland Division Service Planning early on, and they indicated that making field inspections to confirm the existence of facilities would not be a priority, but that such inspections would be done within two to five years.
- o I asked for more specific information from Consumers Power in a letter dated November 4, 1987, on which of the 34 agreements they were currently paying on, but did not receive the needed verifications.
- o I sent photo copies of the 34 agreements to Grand Trunk Western Railroad, which I believe is the only railroad serving the City of Pontiac, along with a letter dated April 21, 1988. I received Grand Trunk's reply December 9, 1988.

Out of the 34 agreements:

- Grand Trunk had no knowledge of receiving two of them, and no remaining records for a 3rd.
- 5 were reported to have been cancelled.

Of the remaining 26 agreements

- 1 was for no rent
- 1 was for a rent of \$85 per year
- 24 had individual rents of less than \$50 per year, and totalled \$333 per year. Since Detroit Edison had recently agreed to pay Grand Trunk a minimum of \$50, our new annual total for these 24 is \$1,200 per year.

RECORDED RIGHT OF WAY NO.

38-776

Serving Customers

We're all a part of it!

Memo To: J. L. Piana
December 13, 1988
Page 2

- o All 34 agreements have been entered into our computer "Record of Railroad Crossings".
- o A Records Center file No. 38776 has been established for the 34 agreements, a group of individual public road permits and several drawings of the city, provided by Consumers.
- o A follow-up memo has been sent to Oakland Division Service Planning, informing them of the above Records Center file No., for use in their field inspection work.

TW/dem

RECORDED RIGHT OF WAY NO. 38776

Date: July 31, 1987

Return to D

To: W. J. McCarthy, Jr.
C. M. Heidel
E. L. Grove, Jr.
Leon S. Cohan
J. E. Lobbia
B. H. Schneider
H. Tauber

From: R. O. Sturdy, Jr. *[Signature]*

Re: Detroit Edison Acquisition of Consumers
Power's Pontiac Electric Facilities.

The attached Letter Agreement providing for Detroit Edison's acquisition of Consumers Power's electric business in Pontiac was executed by the Company and has been forwarded to Consumers Power for signature. The Agreement provides that each company will use its best efforts to develop and execute an Agreement of Sale on or about September 1, 1987. All distribution facilities and the rights to conduct business will be transferred in mid-September. The transmission and subtransmission facilities, which require FERC approval prior to sale, will be transferred when an appropriate order authorizing sale is received. In the interim, our wholesale rate contract will be terminated and replaced with a limited term transmission service agreement. It is anticipated that a FERC order authorizing transfer will be received early in 1988.

RECORDED RIGHT OF WAY NO. 38722

Work is now in progress to effectuate the transfer in accordance with the terms of the Letter Agreement. In addition to the development of the Agreement of Sale and required FERC filings, we are also preparing an appropriate franchise request and an application requesting MPSC approval of favorable ratemaking treatment for the acquisition adjustment associated with the \$2.95 million difference between the original cost of facilities less depreciation and the negotiated price of \$10.25 million.

ROS:er

LETTER AGREEMENT

This letter agreement reflects the commitment of Consumers Power Company ("Consumers Power") and The Detroit Edison Company ("Detroit Edison"), sometimes referred to herein collectively as "the Parties," to exercise their best efforts to effect a sale of Consumers Power's Pontiac Electric Facilities (as hereinafter defined) to Detroit Edison for a consideration of \$10.25 Million in cash, subject to the terms and conditions outlined herein. Consumers Power's Pontiac Electric Facilities shall mean all electric system plants owned by Consumers Power within Consumers Power's electric service area in the City of Pontiac, Oakland County, Michigan (as depicted on the map attached as Exhibit A), including both real and personal property, but excluding all motorized vehicular equipment. The Parties hereby agree to develop prior to September 1, 1987 an Agreement of Sale more fully outlining the basic principles set forth herein. The Agreement of Sale shall provide for two Closing Dates upon which legal title to Consumers Power's Pontiac Electric Facilities shall be transferred as soon as all mutually agreed upon regulatory approvals and releases of liens have been obtained. The Parties presently contemplate approval of the Federal Energy Regulatory Commission (FERC) as required pursuant to Section 203 of the Federal Power Act (the "Section 203 Application") for the sale of the portion of Consumers Power's

RECORDED RIGHT OF WAY NO.

Pontiac Electric Facilities which are not exempt from the FERC jurisdiction as "local distribution facilities." The parties contemplate that Consumers Power's net book cost of the facilities to be included in the Section 203 application is \$881,279 as of June 30, 1987, and that such facilities consist of approximately 2.03 structure miles of 120 electric transmission line and 11.24 structure miles of 41.6 kV electric subtransmission line. The aforementioned facilities are classified on Consumers Power's books in accounts 350, 354, 355, 356, 357 and 358 of the FERC Uniform System of Accounts, and are hereinafter referred to as the "Transmission Facilities." The Parties contemplate that the remainder of Consumers Power's Pontiac Electric Facilities have a net book cost of \$6,413,340 as of June 30, 1987, are classified on Consumers Power's books in accounts 306, 361, 362, 364 through 371, and 373 of the FERC Uniform System of Accounts, and are hereinafter referred to as the "Distribution Facilities." The FERC approval is anticipated to take from 4 to 6 months after filing of the Section 203 Application, which filing is anticipated to occur as soon as possible after execution of the Agreement of Sale. The Parties contemplate that Consumers Power will provide sufficient evidence of title for fee land included as part of the Pontiac Electric Facilities. Such Facilities would also be released from all liens except those included in a mutually agreed upon definition of permitted encumbrances prior to the respective Closing Dates.

RECORDED
RIGHT OF
MAY NO.

The following basic principles shall be reflected in the Agreement of Sale:

1. Consumers Power's Pontiac Electric Facilities shall be sold in "as is" condition. Consumers Power shall provide Detroit Edison with reasonable access to its accounting records relating to its Pontiac Electric Facilities, including the right to audit such records, and shall provide Detroit Edison with reasonable access to its Pontiac Electric Facilities for purposes of inspection and preparation for assuming operational responsibility therefor. To the extent they can be provided, permanent property records which support the original cost of all property subject to the sale shall be transferred as part of the Facilities. Consumers Power shall reserve easements in all rights-of-way conveyed to Detroit Edison for the providing of natural gas service.

2. On the first Closing Date, which the parties contemplate will occur in September, 1987, Consumers Power shall convey the Distribution Facilities to Detroit Edison, for which Detroit Edison shall pay to Consumers Power \$9,368,721 in immediately available funds. On the first Closing Date, Consumers Power shall also assign to Detroit Edison its franchise rights to render electric service in the City of Pontiac, together with all its existing contracts for electric service in the City of Pontiac, including the Pontiac Street Lighting Contract dated April 3, 1951, between Consumers Power and the City of Pontiac.

RECORDED RIGHT OF WAY NO. 38776

On the second Closing Date, which the Parties contemplate will occur as soon as possible after obtaining approval of the FERC, Consumers Power shall convey the Transmission Facilities to Detroit Edison, for which Detroit Edison shall pay to Consumers Power \$881,279 in immediately available funds.

3. Commencing with the first Closing Date, Detroit Edison shall take possession of the Distribution Facilities and shall assume responsibility for providing retail electric service to all of Consumers Power's electric customers in the City of Pontiac. The Agreement of Sale shall contain provisions implementing the following general principles:

- a. Consumers Power shall have all rights and obligations arising from its providing of retail electric service in the City of Pontiac prior to the first Closing Date. Detroit Edison shall have all rights and obligations arising from its providing of retail electric service in the City of Pontiac after the first Closing Date.
- b. Consumers Power shall have all rights and obligations arising from its ownership of the Distribution Facilities prior to the first Closing Date. Detroit Edison shall have all rights and obligations arising from its ownership of the Distribution Facilities after the first Closing Date.

RECORDED RIGHT OF WAY NO. 287726

c. Except as otherwise provided in the transmission agreement contemplated in paragraph 8 hereof, Consumers Power shall have all rights and obligations arising from its ownership of the Transmission Facilities prior to the Second Closing Date, and Detroit Edison shall have all rights and obligations arising from its ownership of the Transmission Facilities after the second Closing Date.

d. Consumers Power shall properly indemnify and hold harmless Detroit Edison from any liabilities arising from or relating to acts or omissions associated with: (1) provision of retail electric service and ownership of the Distribution Facilities prior to the first Closing Date; and (2) ownership of the Transmission Facilities prior to the second Closing Date. Detroit Edison will properly indemnify and hold harmless Consumers Power from any liabilities arising from or relating to acts or omissions associated with: (1) provision of retail electric service and ownership of the Distribution Facilities prior to the first Closing Date; and (2) ownership of the Transmission Facilities subsequent to the second Closing Date.

RECORDED RIGHT OF WAY NO. 2-776

4. The Parties shall cooperate in all activities relating to the sale of Consumers Power's Pontiac Electric Facilities, including the filing of all applications for authorizations, permits or licenses, and the execution of such other documents as may be reasonably necessary to carry out this Agreement and the Agreement of Sale.

5. For up to 6 months after the first Closing Date, Consumers Power shall provide, upon reasonable advance request by Detroit Edison, support for normal electric operation activities in Consumers Power's current Pontiac electric service area upon payment of reasonable compensation therefor. In addition, for a period of 5 years after the first Closing Date, Consumers Power shall provide to Detroit Edison on a cost basis (including handling and carrying costs) replacement equipment and parts for Consumers Power's Pontiac Electric Facilities which are regularly carried by Consumers Power, but which are not currently stocked by Detroit Edison.

6. Consumers Power's Pontiac Electric Facilities do not include equipment required to be replaced under current requirements of the Toxic Substance Control Act, with the possible exception of untested distribution transformers in or near commercial buildings, some of which might be subject to replacement by October 1, 1990 if tested. All PCB spills associated with Consumers Power's Pontiac Electric Facilities which have occurred since 1976 have been cleaned up in accordance

RECORDED UNDER INDEX NO. 28726

with either Consumers Power's Pollution Incident Prevention Plan in effect at the time of the spill or a 1985 consent agreement between Consumers Power and the Environmental Protection Agency.

7. Consumers Power and its affiliates recognize that, in exchange for the consideration paid by Detroit Edison for the sale of Consumers Power's Pontiac Electric Facilities and the transfer of all Consumers Power's rights to render electric service to customers in the City of Pontiac, Consumers Power is also transferring rights to future revenues and earnings arising from the transmission, distribution and sale of electric energy in the City of Pontiac. In order to maintain the value of such anticipated revenues and earnings, Consumers Power and its affiliates shall, for a period of five years commencing with the first Closing Date, agree to refrain from activities or actions which would directly or indirectly impair the value of revenues and earnings arising from the aforementioned properties and rights. Detroit Edison recognizes that, upon transfer, Consumers Power will retain all rights and responsibilities associated with the transportation, distribution and sale of natural gas to customers in the City of Pontiac, and nothing contained herein shall be construed as an impairment of Consumers Power's responsibilities with respect to its public service obligations relating to the aforementioned transportation, distribution and sale of natural gas. Detroit Edison also recognizes that Consumers Power or its affiliates are currently pursuing active

RECORDED RIGHT OF WAY NO.

32770

negotiations with Pontiac General Hospital and Pontiac Central High School with respect to installation of cogeneration equipment which may substantially reduce the future purchases of electric energy from Detroit Edison at such facilities, and nothing contained herein shall be construed as impairing or preventing the continuation or conclusion of such negotiations between Consumers or its affiliates and the above-mentioned customers.

Consumers Power and its affiliates agree hereby not to offer during such five-year period any promotional incentive having economic value to its natural gas customers in the City of Pontiac which would impair the value of Detroit Edison's revenue and earnings from the aforementioned properties. However, this provision shall not be construed to restrict Consumers Power or its affiliates from conducting any type of information marketing program in the City of Pontiac so long as such program is conducted throughout Consumers Power's natural gas service area.

8. The Parties shall enter into a transmission service agreement under which Consumers Power will provide transmission service over the Transmission Facilities from Detroit Edison Walton and Bloomfield substations to the Distribution Facilities between the first Closing Date and the second Closing Date. Detroit Edison shall compensate Consumers Power for such transmission service for its allocated cost (including a reasonable return) of providing such transmission service. The

RECORDED RIGHT OF WAY NO.

Parties shall also enter into an amendment terminating the fir
wholesale power agreement by which Consumers Power purchases fro
Detroit Edison its bulk power supply for distribution in Pontia
effective upon the date of the first Closing Date. The Partie
shall file the transmission agreement and the amendment terminat
ing the wholesale agreement with the FERC pursuant to Section 20
of the Federal Power Act requesting waiver of the 60-day notic
requirement to permit both agreements to become effective on th
first Closing Date.

If you concur with the terms hereof, please indicat
agreement by signing and returning the attached copy of thi
letter.

THE DETROIT EDISON COMPANY

By: 15/ Date: _____

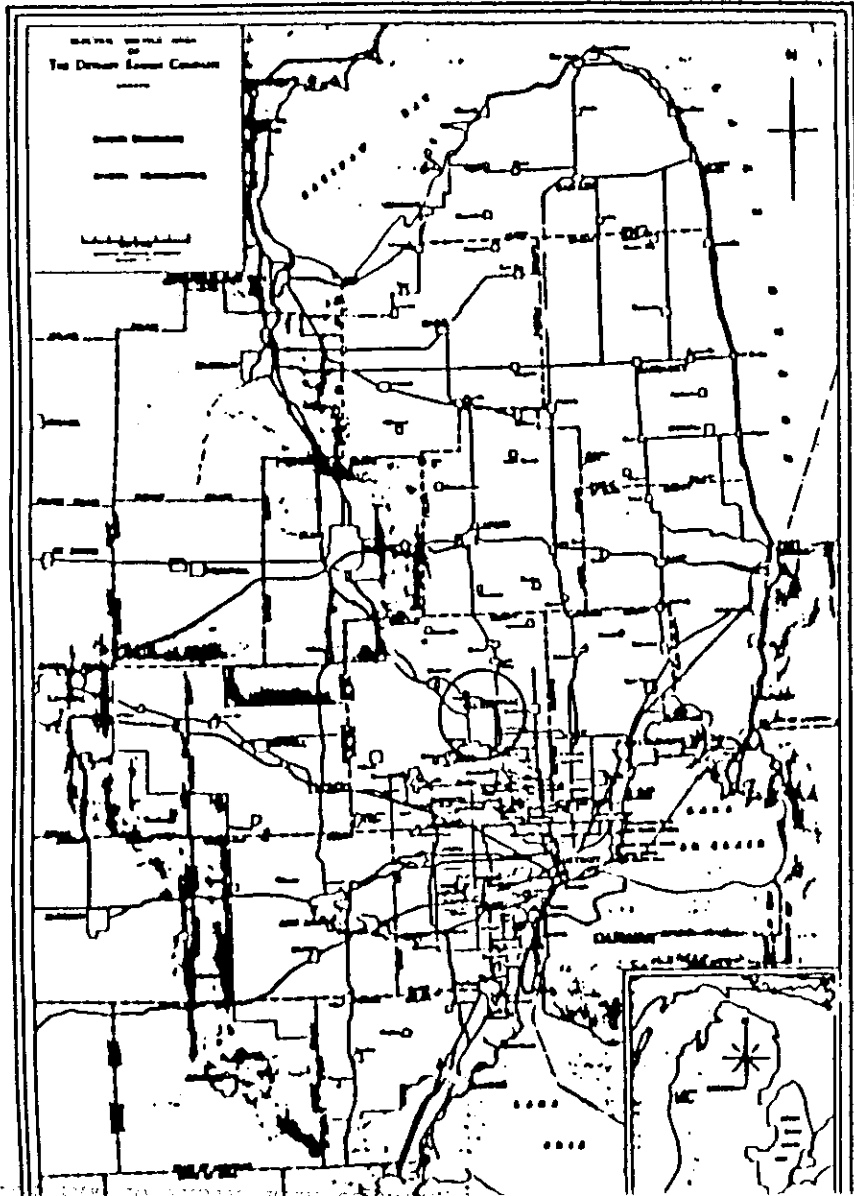
Its: _____

CONSUMERS POWER COMPANY

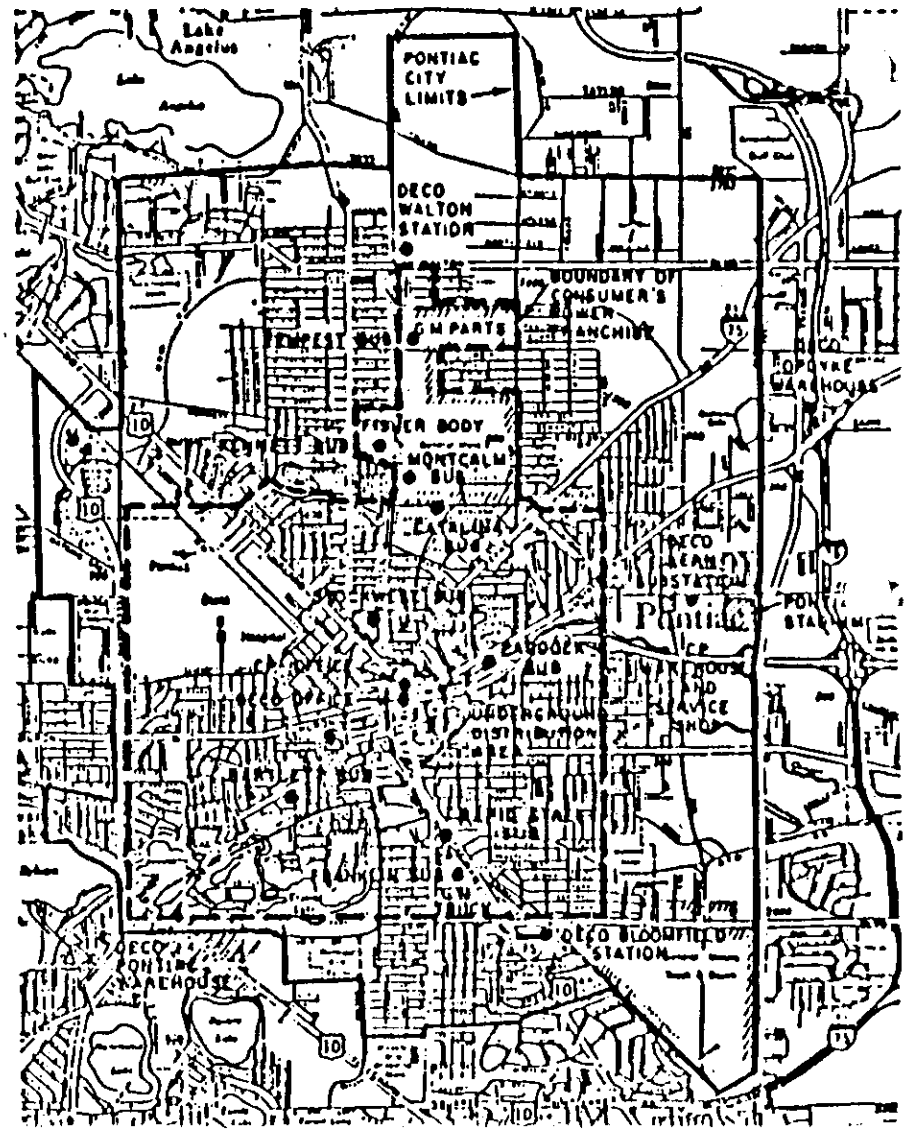
By: 15/ Date: _____

Its: _____

RECORDED RIGHT OF WAY NO. 3877



CONSUMERS POWER PONTIAC FRANCHISE
LOCATION OF FRANCHISE IN RELATION TO PONTIAC CITY LIMITS





General Offices: 212 West Michigan Avenue, Jackson, MI 49201 • (517) 788-0550

Writer's Direct Dial Number • (517) 788-0650

July 31, 1987

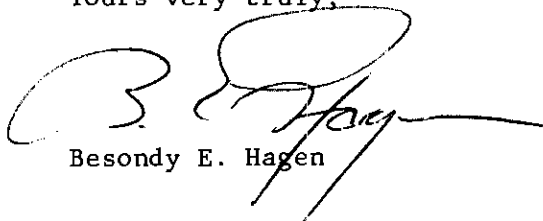
FEDERAL EXPRESS

Mr. Raymond O. Sturdy, Jr.
Legal Department
The Detroit Edison Company
2000 Second Street - Room 383 WCB
Detroit, MI 48226

Dear Mr. Sturdy:

Enclosed are copies of permits in favor of Consumers Power Company for wire crossings over railroad land in the City of Pontiac.

Yours very truly,



Besondy E. Hagen

LEGAL DEPARTMENT

S Kinnie Smith, Jr.
*Vice Chairman
and General Counsel*

David A Mikelonis
*Vice President
and General Attorney*

Judd L Bacon
Allen B Bass
O K Petersen
William E Wisner
*Assistant General
Counsel*

Besondy E Hagen
Supervisory Attorney

Robert J Byers
George F Hill
Albert D McCallum
A T Udrys
Senior Attorney

David E Barth
Francis X Berkemeier
J E Brunner
Julie A Canham Rogers
H Richard Chambers
Kimberly A Connelly
Charles D Dawson
James W Dempsey
John P Dickey
Catherine M Gleeson
Susan Kirk
Wayne A Kirkby
Frank R Knox
Stacy A Lucas
Craig A Marks
James P Melia
Paula H Mills
Mirce Nestorovski
Robert M Neustifter
Vincent P Provenzano
David R Rood
Gregory A Sando
Denise M Sturdy
Theodore J Vogel
Michael G Wilson
Attorney

RECORDED RIGHT OF WAY NO. 383-776

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

1590273 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 9	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 27
07	1 2 3 4 5 6 7 8 9 Change			0 0 0 0 0 0 0 0 0 0	1	1 2 1 6 1 1
Payment Frequency 28	Rental 29 33	OH-UG 34 Code	Division 35	County 36	City or Township 38 44	Section 45
-	1 2 3 4 5 6 7 8 9	1	4	08	R 2 0 1 1 A C	
47 Cancelled, superseded by 803705 Location 30						
PROPERTY ← → COR OAKLAND / AND SAILERSON →						

SUPERSEDED BY 803705 ✓

- Update Type Codes
- 1 = New Agreement
 - 2 = Revised Agreement
 - 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. _____

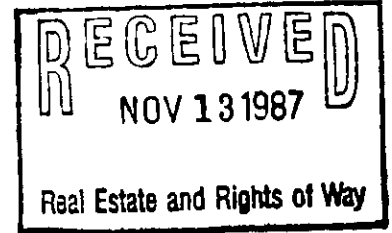
78-776
1-8



CONSUMERS
POWER

**POWERING
MICHIGAN'S PROGRESS**

General Offices: 212 West Michigan Avenue, Jackson, MI 49201 • (517) 788-0550



November 10, 1987

Thomas Wilson, Real Estate Associate
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

In accordance with your inquiry of November 3, 1987, I have checked my files and find no record of an annual \$1.00 payment made to cover agreement dated July, 1914.

Regarding license dated December 16, 1911, I have read through the agreement and understand the document to have expired five years after execution. Therefore, I would have to assume that the agreement is terminated by its own condition stated in its early paragraphs.

I have checked with our Land Records Section, who advise me that we have no drawing which would show a consolidated view of the railroad crossings in the City of Pontiac.

I hope that this information is helpful to you in sorting your records for future payments. However, if you should have any further questions, I would be happy to assist you in any way that I can.

(Josephine G VanEpps)
J J VanEpps
Senior Document Verifier
Land and Right of Way

RECORDED RIGHT OF WAY NO.

38776 14-2

COPY

A-7682

12-16-11

THIS LICENSE, dated the 16th day of December, 1911, by and between the Pontiac, Oxford and Northern Railroad Company, hereinafter called the "Company" of the first part, and the Pontiac Power Company, hereinafter called the "Power Company", of the second part:

WITNESSETH, That the Company hereby permits the Power Company to place and maintain a pole on the property of the Company in Pontiac, Michigan and near Oakland Avenue, in the situation shown on the attached blue print, which is hereby made a part hereof, for the period of Five (5) years from this date, on the terms hereinafter mentioned, and to which the terms the Power Company assents by signing this permit:-

(1) The Power Company will pay the Company One Dollar (\$1.00) per year, to be paid on delivery hereof and yearly thereafter.

(2) The Power Company shall protect the Company from claims suits, lost, cost, or payment based on the assertion that any person or property has been injured, either by or on account of said pole, or the wires to be strung therefrom, or the current in said wires.

(3) This license shall be subject to termination as follows; At any time upon the non-payment of the rental hereinbefore provided for or violation of any of the stipulations in this license, shall terminate the license at once. If at any time the Railroad Company desire this property before the expiration of the five (5) years, which is the term of the License, as stated therein, the Power Company will agree to remove their pole from off our property on thirty (30) days written notice.

EXECUTED, in duplicate, the day and year first above written by the parties by their respective authorized officials.

SIGNED, SEALED & DELIVERED
in presence of

Sgd. C.R. Moore

) PONTIAC, OXFORD & NORTHERN RAILROAD
COMPANY,

By Sgd. Howard G. Kelley
Its Vice-President.

) PONTIAC POWER COMPANY,

A. J. FURLONG
by Sgd. A. J. Furlong
Its General Manager &
Secretary.

Sgd. Helen J. Clunas

Its Sgd. W. M. Easton
President.

RECORDED RIGHT OF WAY NO. 38776 A-2

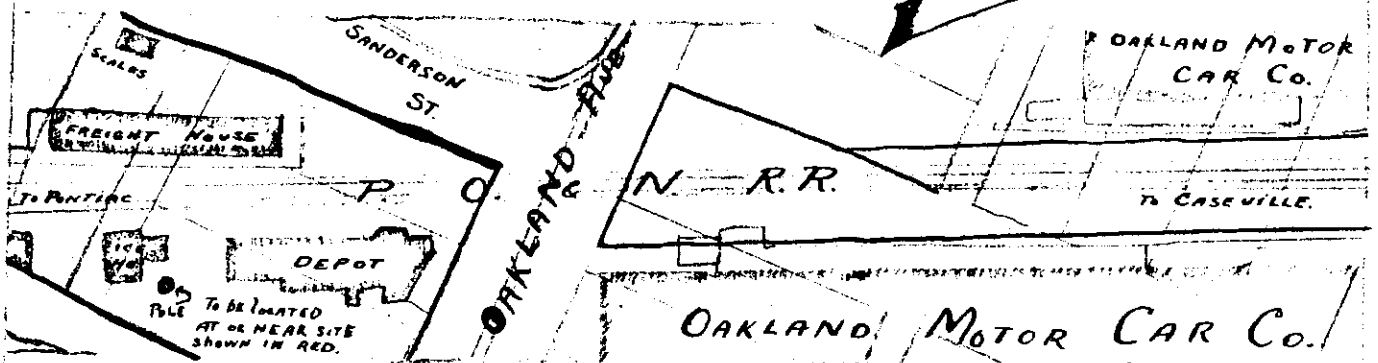
PONTIAC

Lease.

Pontiac Power Company.

Scale....

L-121, Dec. 16th, 1911.



Note:- Site coloured red to be occupied by the Pontiac Power Co., under lease from the Pontiac, Oxford and Northern R.R. Co.

The parts within the green tinted margins are the lands of the Railway Company.

J. J. Irving
Resident Engineer.

This is the plan referred to in the lease hereunto annexed dated 16th December 1911.

PONTIAC POWER CO.
WITNESS - *Sgt. Helen J. Clunas*
By *Edw. A. D. ...*

RECORDED RIGHT OF WAY NO. 3872-42

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 9	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 22
07	64980W2	1		OCCPT	1	11 22 15

Payment Frequency 28	Rental 29 33	OH-UG Code 34	Division 35	County 36	City or Township 44	Section 45
X	X X X X X	1	4	08	PONTIAC	

Location									
47	W H A R D O N S T , N E 1 0 E , E O F A S Y L U M P R O P								50

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
- Service Planning
- System Engineering
- Transmission & Distribution

RECORDED RIGHT OF WAY NO. 2021-1-3

This Agreement, made and entered into this 22nd day of November, A. D. 1917, by and between

Detroit United Railway

a Michigan corporation, party of the first part, hereinafter for convenience called the Railway Company; and

Consumers Power Company

party of the second part, hereinafter for convenience called the Power Company,

WHEREAS, The Railway Company has along its right-of-way

~~XXXXXX~~

ten poles on West Huron Street, Pontiac, Michigan, east of the Asylum property and on the north side of Huron Street,

sufficient space on its poles to permit additional wires for lighting purposes thereon, and

WHEREAS, the Power Company

desires to attach to ten poles of the Railway Company on West Huron in city of Pontiac, Michigan, certain wires for power or lighting purposes.

Therefore Witnesseth:

Consent, permission and authority from the Railway Company is given unto the Power Company

to place said wires on the poles of said Railway Company on West Huron Street, Pontiac,

~~between~~

~~and~~

under the following restrictions, terms and conditions:

1. Said Power Company

shall not be placed thereon without first having obtained a permit to do so from the Superintendent of Power of the Railway Company, and then only at such places and in such manner as he may designate. In no event shall the wires be the property of any person, firm, corporation other than the Power Company.

2. Said Power Company

agrees and does hereby agree to keep and save harmless said Railway Company, its successors and assigns from any and all claim or claims of liability, damage or injury, of whatever name or nature, that may arise because of the permission herein granted.

3. Said Power Company

agrees to remove said wires within thirty days after notice so to do and agrees further to remove said wires without injury to the property of said Railway Company and to restore said poles and right-of-way to a condition satisfactory to said Railway Company.

4. Said

agrees in consideration of the permission herein granted, and other valuable considerations, to pay to said Railway Company the sum of -- No charge -- payable annually on the first day of in each year that this agreement shall continue its force and effect.

City of Pontiac

RECORDED RIGHT OF WAY NO. 38776 A-3

5. In case said Railway Company desires to change, repair or reconstruct any poles, appliances on right-of-way or said Power Company shall cause its wires to conform to such change, repairs or reconstruction at its own expense and in a manner satisfactory to the Superintendent of Power of said Railway Company.

6. Said _____ agreeing to permit the Railway Company free use of said _____ for such railway purposes as the Superintendent of Power shall deem necessary or expedient, so long as such use does not seriously interfere with nor injure the _____ in its use thereof.

7. Said Power Company shall maintain such wires in good condition.

8. The Superintendent of Power wherein referred to in this agreement shall mean the Superintendent of Power of the Railway Company.

In Witness Whereof, the parties hereto have caused these presents to be signed by their respective officers thereunto duly authorized and their seals to be affixed the day and year first above written.

ATTEST:

Rob. D. Avery
Secretary
Asst. Secretary

DETROIT UNITED RAILWAY L. S.
[Signature]
Asst. to Genl. Manager
CONSUMERS POWER COMPANY L. S.

APPROVAL:

[Signature]
Superintendent of Power

[Signature]
[Signature]

Attorney

RECORDED RIGHT OF WAY NO. 38776 A-3



EASTERN MICHIGAN RAILWAYS

14401 THIRD AVENUE
HIGHLAND PARK, MICH.

EXHIBIT NO. 16

SEP 19 1929

Gentlemen:

This is to advise you that the undersigned elects to adopt and continue in force according to its terms and that certain

Agreement between Detroit United Railway and Consumers Power Company

bearing date November 22, 1915 executed by Detroit United Railway and Consumers Power Company

as parties thereto, covering permission to Power Company to attach wires for lighting purposes to poles of Railway Company on West Huren Street, Pontiac.

This election is made by the undersigned as grantee, successor and/or assignee of the purchaser at judicial sale under the authority of Article Twelfth of the final decree of the United States Court at Detroit, Michigan, dated July 25, 1928, entered in Consolidated Cause in equity No. 1129 in which the Central Union Trust Company of New York is plaintiff and Detroit United Railway is defendant as well as in four other constituent causes then pending.

Dept. Secretary's

Contract No. 649-Power

Secy's File No. 1302

Very respectfully,
EASTERN MICHIGAN RAILWAYS

By [Signature]
Vice-President

Attest [Signature]
Secretary

RECORDED RIGHT OF WAY NO.

38776 4-3

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 3	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 22
07	11110911 <i>change</i>	1		LEASE	-	110119

Payment Frequency 28	Rental 29	OH-UG Code 32	Division 35	County 36	City or Township 38	Section 46
X	XXXXX	-	4	08	PONTIAC	

Location 47													
E OF FRANKLIN, W OF SAGINAW, N OF RAPID 50													

- Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 38-776-4-4

11-1-1919

MEMORANDUM OF LEASE, Made this first day of November, A. D. 1919, by and between the DETROIT GRAND HAVEN & MILWAUKEE RAILWAY COMPANY, hereinafter called "RAILWAY COMPANY of the one part and the CONSUMERS POWER COMPANY, hereinafter called the "POWER COMPANY" of the second part, WITNESSETH:

In consideration of the reciprocal lease herein contained, the railway Company hereby leases to the Power Company a strip of land in the city of Pontiac, County of Oakland and State of Michigan, described as follows:

"Beginning at a point in the northwesterly line of Rapid Street, so called, said point being distant at right angles 28 feet southwesterly from the center line of the railway Company's main track, so called; thence northwesterly on a line parallel with and distant at right angles 28 feet southwesterly from the centerline of the aforesaid main line, a distance of 138 feet; thence at right angles southwesterly a distance of 12 feet; to the Railway Company's southwesterly boundary line, so called; thence at right angles southeasterly along the aforesaid boundary line, a distance of 138 feet to the aforesaid northwesterly line of Rapid Street; thence at right angles northeasterly, a distance of 12 feet to the point of beginning, containing in all an area of 1656 square feet, more or less."

Same being shown on the attached blue print, which is hereby made a part hereof and marked site "A", to be used for concrete footings for the coal conveyor of the Power Company.

In consideration of the reciprocal lease herein contained, the Power Company hereby leases to the railway Company, that certain piece of land in the city of Pontiac, County of Oakland and State of Michigan, described as follows:

Beginning at a point on the Railway Company's southwesterly boundary line, said point measured along said boundary line being distant 138 feet northwesterly from the northwesterly line of Rapid Street, so called, thence continuing northwesterly along said boundary line a distance of 615 feet, more or less, to the easterly line of Franklin Street, so called; thence southerly along the easterly line of Franklin Street, a distance of 40 feet; thence southeasterly a distance of 575 feet, more or less to the northwesterly side of the Pontiac Power Company's power house, thence at right angles northeasterly a distance of 15 feet, more or less, to the place of beginning, containing an area of 8925 square feet, more or less.

Same being shown on the attached blue print and marked site "B".

It is understood and agreed that the within reciprocal lease is granted for the period of one year and thereafter, but is subject to cancellation by either party upon three months previous written notice given by the one party to the other.

The railway Company and the power Company agree to pay all taxes on their respectively owned lands.

RECORDED RIGHT OF WAY NO. 38770-44

This agreement supersedes and cancels a previous agreement dated August 5, 1913, made between the Detroit, Grand Haven & Milwaukee Railway Company and the Pontiac Power Company.

DETROIT GRAND HAVEN & MILWAUKEE RAILWAY CO
BY W. B. Alwale
Its Asst to President

Attest
Robert Davey
Asst Secy

CONSUMERS POWER COMPANY
BY Chas. J. Tippy
Its Gen Mgr

The consent of the Director General of Railroads is hereby given to the execution and delivery of this instrument.

DIRECTOR GENERAL OF RAILROADS
BY _____
Federal Manager
Grand Trunk Western Lines Railroad

Form D, N
W. G. Gage
Gen'l Atty.

APPROVED BY:	<u>W. B. Alwale</u>
General Supt.	<u>W. B. Alwale</u>
Asst. to Fed. Mgr.	<input checked="" type="checkbox"/>
Chief Engineer	<u>J. S. H.</u>
Land & Tax Agent	<u>J. S. H.</u>
RECOMMENDED BY:	<u>J. S. H.</u>
Superintendent	<input type="checkbox"/>
Traffic Manager	<input type="checkbox"/>
CORRECT AS TO FORM:	<input type="checkbox"/>
Gen'l Solicitor	<input type="checkbox"/>
DESCRIPTION CORRECT:	<input type="checkbox"/>
Lease Clerk	<input type="checkbox"/>

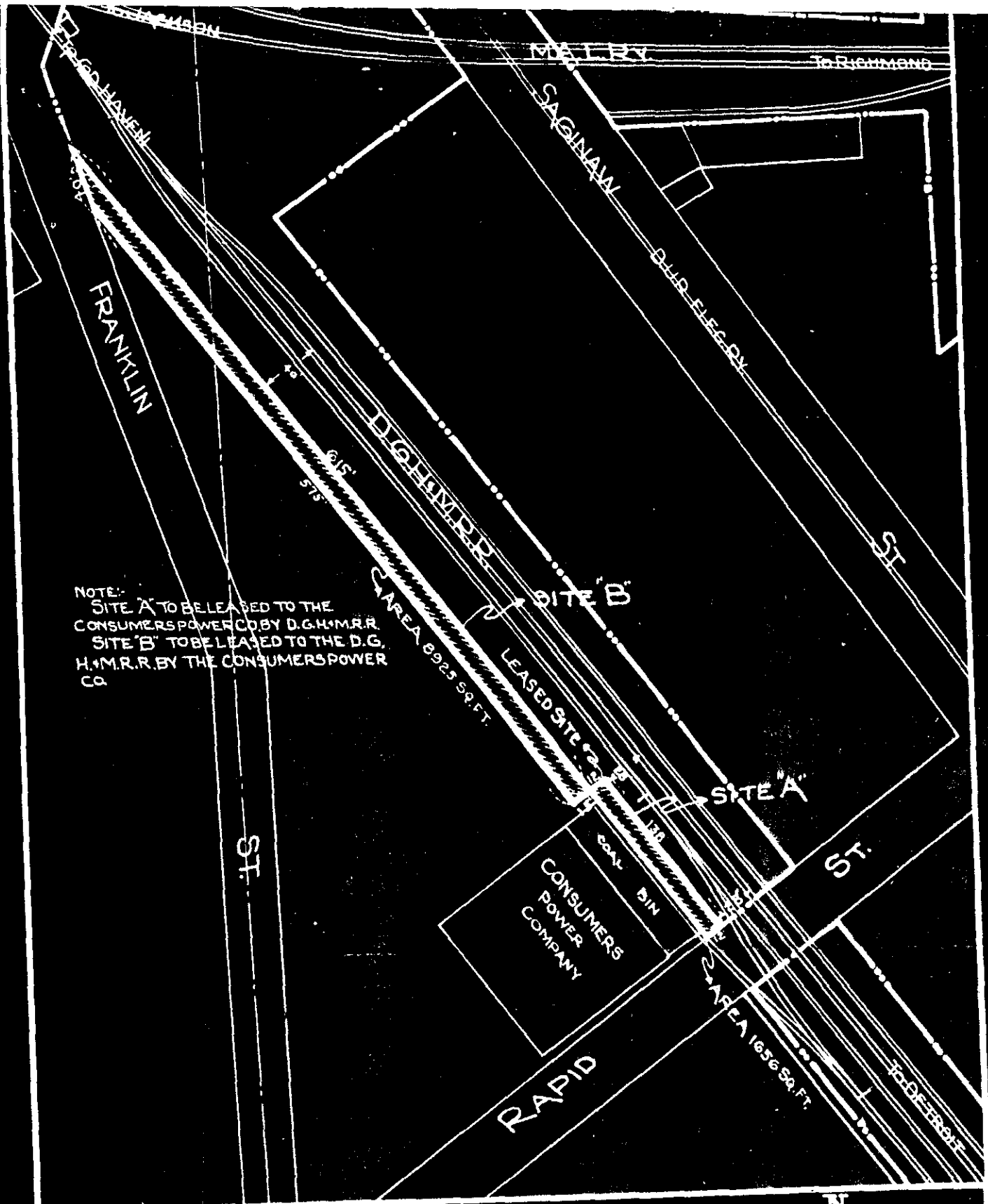
WITNESSES

XX _____
XX _____

Witnesses to the signature of
Gen. Mgr. C. W. Tippy and
Asst. Secy. Robert Davey

J. G. Hunsicker
Thomas Lawson

RECORDED RIGHT OF WAY NO. 38776 4-4



NOTE:
 SITE 'A' TO BE LEASED TO THE
 CONSUMERS POWER CO BY D.G.H.M.R.R.
 SITE 'B' TO BE LEASED TO THE D.G.
 H.M.R.R. BY THE CONSUMERS POWER
 CO

UNITED STATES RAILROAD ADMINISTRATION
 GRAND TRUNK WESTERN LINES RAILROAD
 27TH. DISTRICT DETROIT DIVISION
 PONTIAC MICH.
 OAKLAND COUNTY
 LEASE
 CONSUMERS POWER COMPANY
 SCALE 1"=100' JAN. 2, 1919
 OFFICE OF DIV. ENG. DET. MICH.



BOUNDARIES OF R.R. CO'S LAND ————
 BOUNDARIES OF LEASED PREMISES ————

[Signature]
 CIVIL ENGINEER

THIS IS THE PLAN REFERRED TO IN THE
lease HEREUNTO ANNEXED
DATED.....2nd.....DAY OF.....January, 1919.....
.....CONSUMERS POWER COMPANY.....

By *Clifford*
ITS *Genl Mgr & by Robt Stacey*
ass'ty

OK
W. H. Brown

WITNESS XY *W. H. Brown*
XY *Nicholas Lanson*

RECORDED RIGHT OF WAY NO. 38776 A-4

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

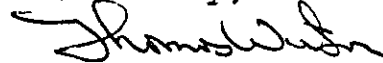
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.


Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

387261 A-5

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0277 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 3 4	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 11 15	R.X. NO. OR MAP NO. 16 20	Facility 21	Agreement Date 22 27
07	013148	1		0CC4P	1	031548

50 ✓

Payment Frequency 28	Rental 29 33	OH-UG Code 34	Division 35	County 36	City or Township 38 40	Section 46
A	3 omit for Now	1	4	08	PONTIAC	

Location 41 50										
SANFORD ST NEAR ELM										

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
- Service Planning
- System Engineering
- Transmission & Distribution

RECORDED RIGHT OF WAY NO. 159 0277

period

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ~~year~~ ^{period} ~~March 15, 1948 to December 31, 1948~~ ~~year of the continuation of this license~~, the sum of TEN DOLLARS (\$10.00) - - - - - and thereafter, annually, in advance, the sum of THREE DOLLARS AND FIFTY CENTS (\$3.50) - - per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

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

Signed, sealed and delivered in the presence of:

GRAND TRUNK WESTERN RAILROAD COMPANY-

BY [Signature]
Its Vice President & General Manager

APV'D. AS TO FORM

CONSUMERS POWER COMPANY- N.B.K.

X BY [Signature]
Its Vice President

[Signature]

XX H. J. Lenaki

XX [Signature]

E. L. Dunaway
S.E.P. Commissioner

APV'D AS TO FORM
W.M.
GENERAL ATTORNEY
Mar 14 1948

APPROVED
[Signature]
ATTORNEY AT LAW

APPROVED
[Signature]
S.E.P. Commissioner

[Handwritten note]
60432

LICENSE

FROM

TO

FOR

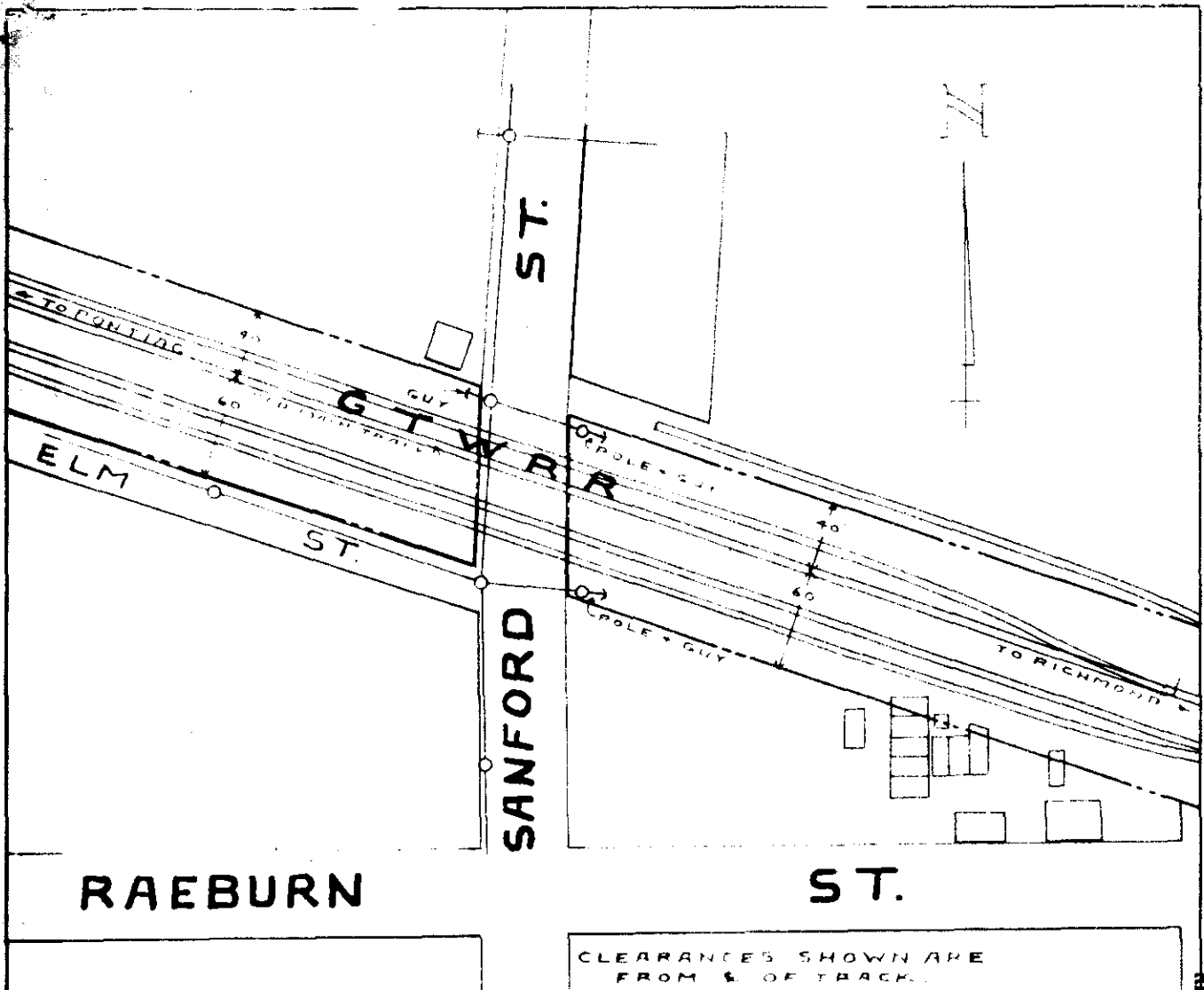
AT

Date

Expires

Rental

C4



CLEARANCES SHOWN ARE FROM & OF TRACK.

GRAND TRUNK WESTERN R.R. CO.

JACKSON SUBD

DETROIT DIVISION

PONTIAC

OAKLAND COUNTY MICH.

LICENSE CONSUMERS POWER CO.

SCALE 1" = 100'

MARCH 15, 1948

OFFICE OF ASSISTANT ENGINEER

DETROIT, MICH.

L-31-48

BOUNDARIES OF R. R. CO LAND
FACILITIES COVERED BY LICENSE

D.R. R. U. CH. E.W. D.

Alvan Piper
ASSISTANT ENGINEER

RECORDED RIGHT OF WAY NO.

38976 AS

THIS IS THE PLAN REFERRED TO IN THE

..... LICENSE HERETO ANNEXYED
DATED 15th March, 1948

CONSUMERS POWER COMPANY-

X BY *D. J. [Signature]*
Its Vice President

WITNESS XX *H. J. Lenoski*
XX *Helen L. Sharp*

Alvan Piper
604732

CORPORATE REAL ESTATE SERVICES

Railroad Project No.: RX4645
Project Identification: B03683

Date: February 11, 1992
To: Records Center
From: Michael C. Venetis *MCV*
Subject: Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated August 21, 1991 to reconstruct the above-mentioned crossing in the SE 1/4 of Section 33, City of Pontiac, Oakland County, Michigan.

Service Planning, Oakland Division, is hereby notified to revise the crossing as requested. Note: all work associated with aerial crossings of railroad tracks require advanced notice to the operating railroad.

Please incorporate these papers into Record Center File 38776-A6.

Attachments

cc: M. Ricci

A-1

RECORDED
RIGHT OF THE NO.
38776-A6



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

August 21, 1991

Mr. W. LaMasters
Engineer of Surveys & Construction
Grand Trunk Western Railroad Co.
1333 Brewery Park Blvd.
Detroit, MI 48207-2699

Re: Wire Crossing Notification

Dear Mr. LaMasters:

This letter is your notice of the planned reconstruction of an overhead wire crossing over your railroad tracks within the Paddock and Irwin St. public right of way, by The Detroit Edison Company, in the SE 1/4 of Section 33, City of Pontiac, Oakland County, Michigan.


1. Location: 24' SE of C.L. of S. Paddock St., 249' SW of C.L. Irwin St., 1438' SE of MP 25.
2. Detroit Edison Project and Crossing Nos. B03683, RX4645
3. This is a reconstruction of an existing crossing (previous date: December 27, 1990). Your invoice number 1590308. Edison file number 38776-A6.
4. Please indicate your:
 - R.R. Valuation Station No. _____
 - R.R. Mile Post No. _____
 - Will a Flagman or Inspection be required? _____

All construction will be done in accordance with specification of the Michigan Public Service Commission and all applicable codes and laws.

In the event you do not acknowledge receipt of this letter within 45 days of the above date, our crews will be instructed to begin work.

Please contact me on (313) 237-6746 if you have any questions

Sincerely,


 Michael C. Venetis
 Real Estate Associate
 Room 2310 WCB

cc: M. Ricci
Certified Mail
Return Receipt Requested

attachments
MCV/dlm/B12

RECORDED
INDEXED
FILED
IN NO. 38776-A6



Railroad Crossing Application - Overhead

Please Print

Railroad Name GRAND TRUNK WESTERN			Department Order B-52375		
Revision From RX No. (Available From Record Center (Ext. 78498)) 39-WX-31		New RX No. or R/W No. 4645		Spans A, B, C & D	
Location: City/Township CITY OF FONTAINE		Town T-3NR-10E	Range OAKLAND	County OAKLAND	1/4 Section SE
Location Description 24' SE OF CL OF S. FARDOCK ST., 249' SW OF C. IRWIN ST., 1438' SE OF MP 25					

This Crossing:

Is within the public road right-of-way or Is on railroad property Provides service to the railroad (If yes, check box)

Crossing Data

Detailed On Attached Drawing

Railroad Mile Post (Number) MP 25	State Permit No. Existing 2645 EC3-8-224	Date	Distance to Crossing from Mile Post (in feet) 1438'	Ft.
---	--	------	---	-----

Existing							Proposed						
Type of Structure				Type of Structure			Type of Structure				Type of Structure		
<input checked="" type="checkbox"/> Wood				<input type="checkbox"/> Steel			<input checked="" type="checkbox"/> Wood				<input type="checkbox"/> Steel		
Conductors				Poles			Conductors				Poles		
Span.	No. Size	Kind	Voltage	Location	Length	Class	Span.	No. Size	Kind	Voltage	Location	Length	Class
A-C	3 # 6	COP	+800/ 8320V	A	SS	4	A-C	3-1/0	ACSR	+800/ 8320V			
				B	SS	2							
A-B	2 # 6	COP	1- GND 1- 800V	C	SS	4							
B-C	1 # 6	COP	GND	D	SS	2							
B-D	3-1/0	ACSR	+800/ 8320V										

Summary of Line Changes (continue on separate sheet if necessary)

RECONDUCTORING SPANS A-C WITH 3-1/0 ACSR

PRIMARY TO IMPROVE OPERATING PERFORMANCE

Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing)	From Top of Rail to Nearest Wire	35'
	Railroad Communication or Signal Lines	/

* Materials shall be as noted in the current revision of Detroit Edison's General Specifications for Overhead Line Construction at Railroad Crossing.

Actual field dimension may vary from those indicated. However, the clearances shall be in compliance with the current revisions of Order Nos. 1679 and 1868 of Michigan Public Service Commission.

Designed By M. RICCI	Date 8-7-91	Checked By	Date
Company Location 20400 TELEGRAPH RD SUITE 240 BIRMINGHAM, MI 48025	Phone No. 645-4464		

RECORDED
 RIGHT OF WAY
 NO. 38776-46

Office of Engineer, Public Services
Detroit, Michigan

Date: August 23, 1991

File:

Application for Wire Crossing No: 2829

Name of Applicant: Detroit Edison Company

Letter Dated: 8/21/91 Applicant's Plan No. RX4645 Date:

Location: Pontiac, MI

Mile Post: 24.75 Subdivision: Holly

Brief description of proposed crossing or encroachment:

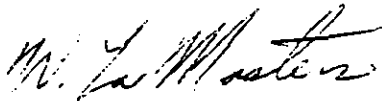
Three - 1/0 ACSR 4800/8320 V.

On or over Railroad property, in Street or Private Property:

Over Railroad Property.

Remarks and Recommendations:

No objection to proposed new construction covered by existing license.



W. L. LaMasters
Engineer, Public Services

Approval:

Engineer, Communications



Chief Engineer File: D26-16-37

*Director, Industrial and
Resource Development

*Please return Approved Copy to Office of Engineer, Public Services

38776-46

O.H. Railroad Crossing Perm

DE 963-6064 6-85 X (SE 32)

DO B-52375 RX 6638 4645

Proposed Line Crossing Over GRAND TRUNK & WESTERN RR. Existing Permit Number EC3-8-12645

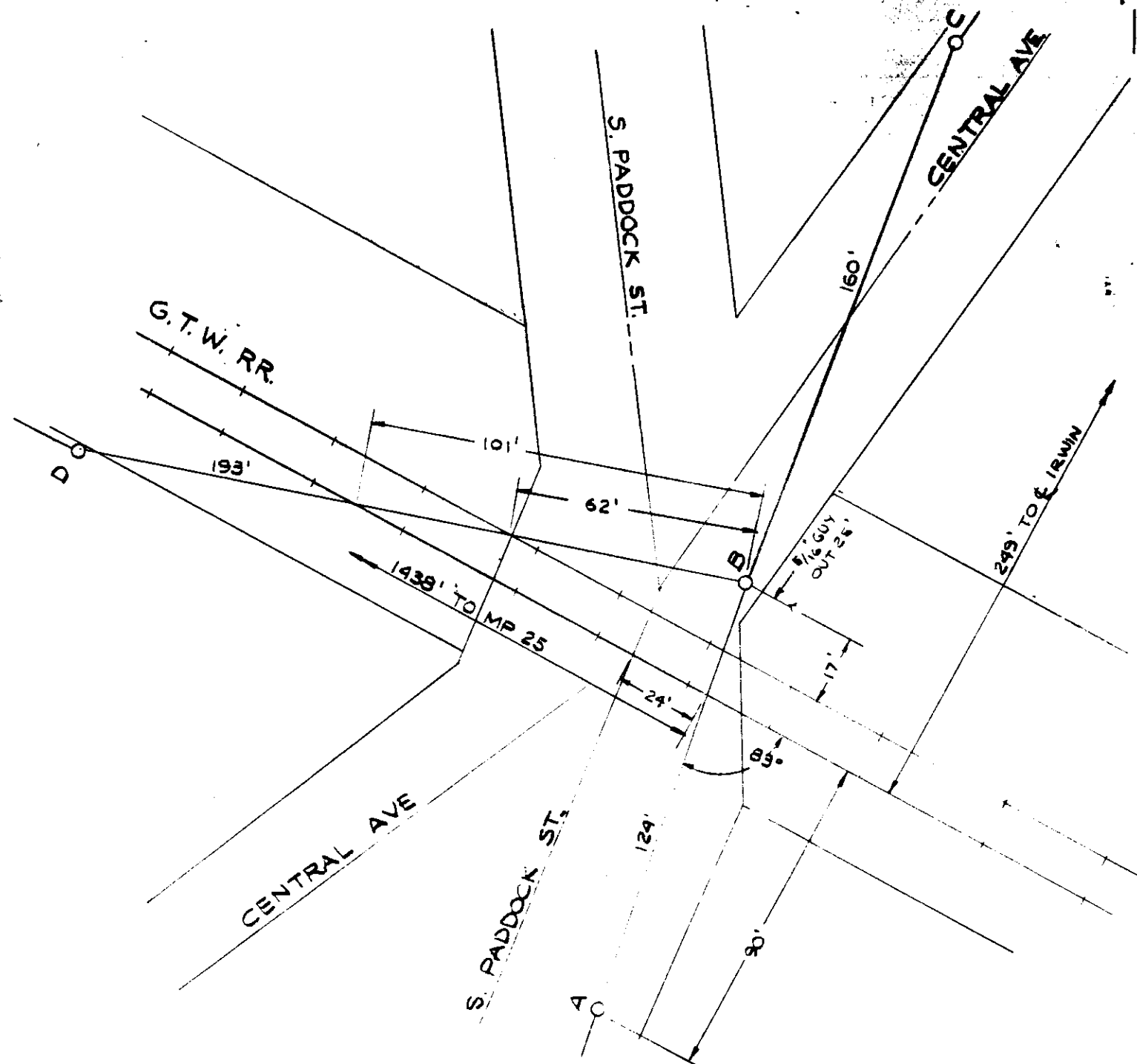
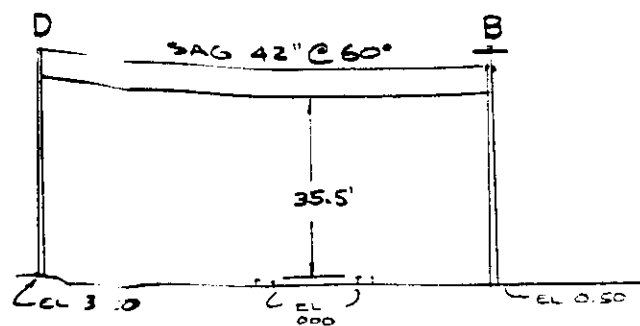
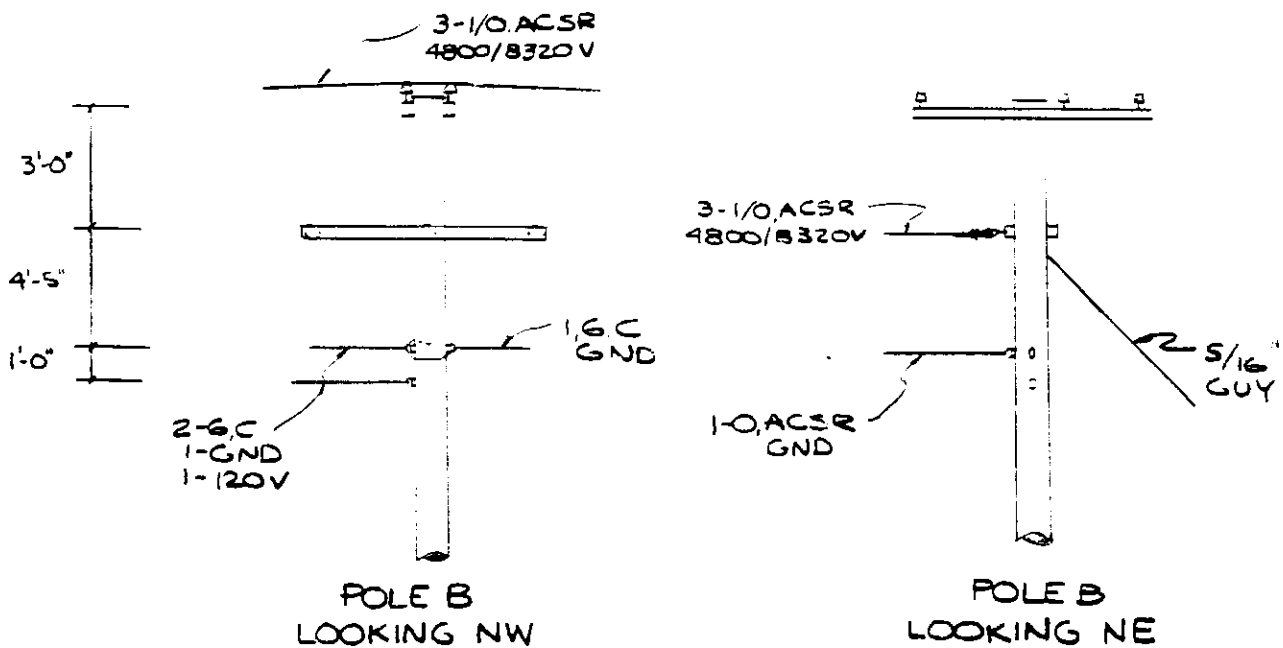
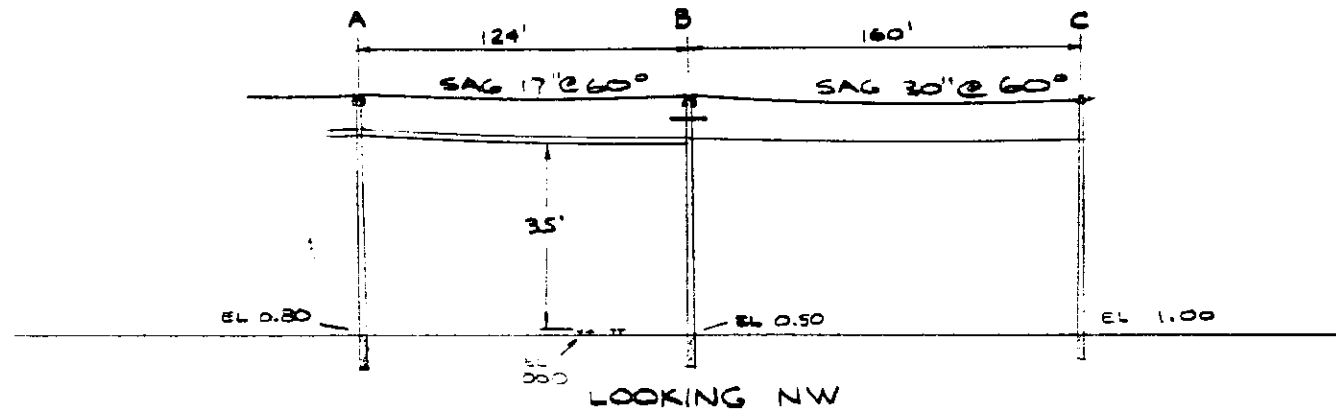
In 24' SE OF C/4 OF S. PADDOCK ST., 249' SW OF C/4 IRWIN ST,
1438' SE OF MP 25 City of PONTIAC

Section 33 Township PONTIAC T 3N R 10E County OAKLAND

Refer to Section 12 of Overhead Lines Construction Standards for minimum clearance chart. The Railroad Permit Application (DE 963-6064) shall be submitted along with this permit.

Span	Span Length	Lowest Conductor Over R.R. Tracks	Stringing Sag At 60°F	Sag Table	Rule Span	Final Sag Ratio
A-B	124'	1*6 COP -	EXISTING			
B-C	160'	1*6 COP -				
B-D	190'	1-0 ACSR GND	42"	1-175AA	161'	1.15

Designed By M. RICCI Division OAKLAND
 Checked By _____ Date _____



Job Project No. X02720
Railroad Project No. B03683
Project Name: RX4645

Date: February 11, 1991
To: Ava D. Thrower
Records Center
From: Tom Wilson *TW*
Subject: Overhead Railroad Crossing

Attached are papers related to the revised agreement between Detroit Edison and Grand Trunk Western Railroad Company for a distribution right of way crossing. The right of way is located in the SW 1/4 of Section 33, City of Pontiac, Oakland County, Michigan, at the intersection of Jessie, Paddock and Central streets.

The railroad invoice No. is 159 0308.

The agreement dated December 27, 1990 provides for a payment of \$75.00 on an annual basis, along with a first year processing fee of \$200.00.

Payment was sent to the railroad on January 28, 1991, and was charged to Work Order 789AC641.

Please incorporate copies of these papers into Records Center Right of Way File No. 38776 A-6.

Approved:

Barbara A. Fulton

Barbara A. Fulton
Supervisor
Corporate Real Estate Services

attachments
cc: D. L. Doherty

B3-1

Invoice Date	Invoice Number	Gross Invoice Amount	Cash Discount	Sales Tax Exempted	Net Amount
01 07 8227 3202		275.00	.00	.00	275.00

RECEIVED FROM THE BANK 3/17/76 H-6

**** TOTAL **** Remittance from Detroit Edison. Please detach before depositing

275.00
DE 963-1250 2-89 X

303909 62 - 38
311

Detroit Edison
2000 Second Avenue
Detroit, Michigan 48226

Bankers Trust (Delaware)
(Wilmington, Delaware)

General Account *****275*DOLLARS*00*CENTS*** Date **01/18/91** Check Number **836337**

\$275.00

Pay to the order of

**GRAND TRUNK WESTERN RAILROAD CO
1333 BREWERY PARK BLVD
DETROIT, MI 48207**

Authorized Signature
[Signature]
Authorized Officer Signature
SIGNATURE REQUIRED
VALID OVER \$250,000.00
UNDER \$250,000.00

REQUEST FOR CHECK

DE FORM 983-1800 12-79

THE DETROIT EDISON COMPANY

IN : E NO. **N^o 3202**

PAY TO (NAME AND ADDRESS INCL ZIP CODE) Grand Trunk Western Railroad Company 1075 Brewery Park Boulevard Dearborn, MI 48227-2699	DATE OF REQUEST 1-7-91
	REQUESTED CHECK DATE 1-14-91
	CONTRACT NO.

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

Reconstruct and add to RX4645, Project No. 803583, SW 1/4 Section 33, City of Pontiac, Oakland County, Michigan

\$200.00 preparation fee	
75.00 First year payment	
<u>\$275.00</u>	

VENDOR CODE	F2575
TAX CODE USE/SALES TAX OR F/A	
DISC CODE CASH DISCOUNT AMT.	909
FREIGHT	
ADD'L CHG	
ADDITIONAL CHARGE AMT AUDITED	

ACCOUNT NAME	ITEM	WORK ORDER	AMOUNT	RECORDED RIGHT OF WAY NO.
	01	789 AC 641	\$275.00	
	02			
	03			
	04			
		TOTAL AMOUNT	\$275.00	

PREPARED BY T. Wilson	APPROVED
APPROVED FOR PAYMENT <i>[Signature]</i>	AUDITED ✓

CHECK TO BE MAILED SEND CHECK TO T. Wilson, 2310 WCB

T. T.

38776
A-6

REQUEST FOR CHECK

DE FORM 500-1800 12-79

THE DETROIT EDISON COMPANY

INVOICE NO. **Nº 3202**

PAY TO (NAME AND ADDRESS INCL ZIP CODE)
 Grand Trunk Western Railroad Company
 1333 Brewery Park Boulevard
 Detroit, MI 48207-2699

DATE OF REQUEST
 1-7-91
REQUESTED CHECK DATE
 1-14-91
CONTRACT NO.

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

Reconstruct and add to RX4645, Project No. 803693, SW 1/4 Section 33, City of Pontiac, Oakland County, Michigan

\$200.00 preparation fee
 75.00 First year payment
\$275.00

VENDOR CODE F2375	
TAX CODE	USE/SALES TAX OR F/A
DISC CODE 99	CASH DISCOUNT AMT.
FREIGHT	ADD'L CHG
ADDITIONAL CHARGE AMT AUDITED LM	

ACCOUNT NAME	ITEM	WORK ORDER	AMOUNT
	01	789 AC 641	\$275.00
	02		
	03		
	04		
		TOTAL AMOUNT	\$275.00

PREPARED BY
 T. Wilson
APPROVED FOR PAYMENT
 [Signature]

APPROVED
AUDITED

CHECK TO BE MAILED **SEND CHECK TO** T. Wilson, 2310 WCB
 T. T.

RECORDED RIGHT OF WAY NO. 38776
 38776 A-7-C



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

December 6, 1990

Mr. W. LaMasters
Engineer of Surveys and Construction
Grand Trunk Western Railroad Company
1333 Brewery Park Boulevard
Detroit, Michigan 48207-2699

Re: Wire Crossing Agreement Request

Dear Mr. LaMasters:

The Detroit Edison Company requests your agreement to the reconstruction of an overhead wire crossing of your property, in the SW 1/4 of Section 33, City of Pontiac, Oakland County, Michigan.

1. Location: At the intersection of Jessie, Paddock and Central Streets.
2. Detroit Edison Project and Crossing Nos. B03683, RX4645.
3. This is a reconstruction of an existing crossing. In addition, a covered guy and anchor west of the intersection will be removed. Previous agreement date: March 1, 1951, retained in Edison file 38776 A-6.
4. Your reference No. 159-0308.
5. Please indicate your:
 - R.R. Valuation Station No. _____
 - R.R. Mile Post No. _____
 - Will a Flagman or Inspection be required? _____

All construction will be done in accordance with specification of the Michigan Public Service Commission and all applicable codes and laws.

Michigan law requires you to respond within 90 calendar days of the receipt of this request. If you have any questions, please contact me on (313)237-8314.

Sincerely,

Thomas Wilson
Real Estate Associate
Room 2310 WCB

cc: D. L. Doherty
attachments
B13

RECORDED NIGHT OF MAR 10 1991 38776 A-6



Railroad Crossing Application - Overhead

Please Print

Railroad Name GRAND TRUNK WESTERN R.R.				Department Order B-58514	
Revision From RX No. (Available From Record Center (Ext. 78498))		New RX No. or R/W No. 4645		Spans 1	
Location: City/Township - PONTIAC		Town T-3N	Range R-10E	County OAKLAND	1/4 Section S.W. 1/4
Location Description 6TWRP AT THE INTER-SECTION OF JESSIE, PADDOCK AND CENTRAL					

This Crossing:

Is within the public road right-of-way or Is on railroad property Provides service to the railroad (If yes, check box)

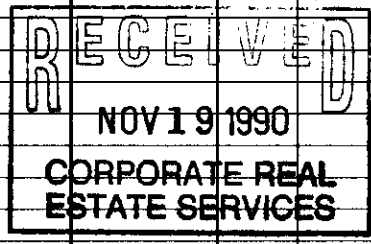
Crossing Data

Detailed On Attached Drawing
YES

Railroad Mile Post (Number)	State Permit No. Existing	Date	Distance to Crossing from Mile Post (in feet) Ft.
-----------------------------	---------------------------	------	---

Existing							Proposed						
Type of Structure <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel							Type of Structure <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel						

Conductors				Poles			Conductors				Poles		
Span.	No. Size	Kind	Voltage	Location	Length	Class	Span.	No. Size	Kind	Voltage	Location	Length	Class
A-B	3#6	CU	B.32	A	55	2	A-C	3#0	ACSR	8.32	A	55	2
A-B	1#6	CU	NEUT	B	55	5	A-C	1#0	ACSR	8.32	C	60	1



Summary of Line Changes (continue on separate sheet if necessary)
Also add new span A-C and ^{revise} add guy and anchor ^{location} east of pole A

Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing)	From Top of Rail to Nearest Wire	38 Ft.
	Railroad Communication or Signal Lines	NONE Ft.

* Materials shall be as noted in the current revision of Detroit Edison's General Specifications for Overhead Line Construction at Railroad Crossings.
 Actual field dimension may vary from those indicated. However, the clearances shall be in compliance with the current revisions of Order Nos. 1679 and 1868 of Michigan Public Service Commission.

Designed By D. L. DOHERTY 167-4156	Date	Checked By	Date
Company Location	Phone No.		

384976 A-4
 RECEIVED
 NOV 19 1990
 CORPORATE REAL ESTATE SERVICES

Invoice Date Invoice Number Gross Invoice Amount Cash Discount Sales Tax Exempted Net Amount

01 07 8227 3202 275.00 .00 .00 275.00

RECORDED RIGHT OF WAY NO. 38976 A-C

**** TOTAL ****

Remittance from Detroit Edison. Please detach before depositing

275.00

DE 963-1250 2-89 X

O.H. Railroad Crossing Permit

DE 963-3866 6-85 X (SE 32)

DO B-58514 RX 39-WX31

Proposed Line Crossing Over GRAND TRUNK WESTERN RR Existing Permit Number _____

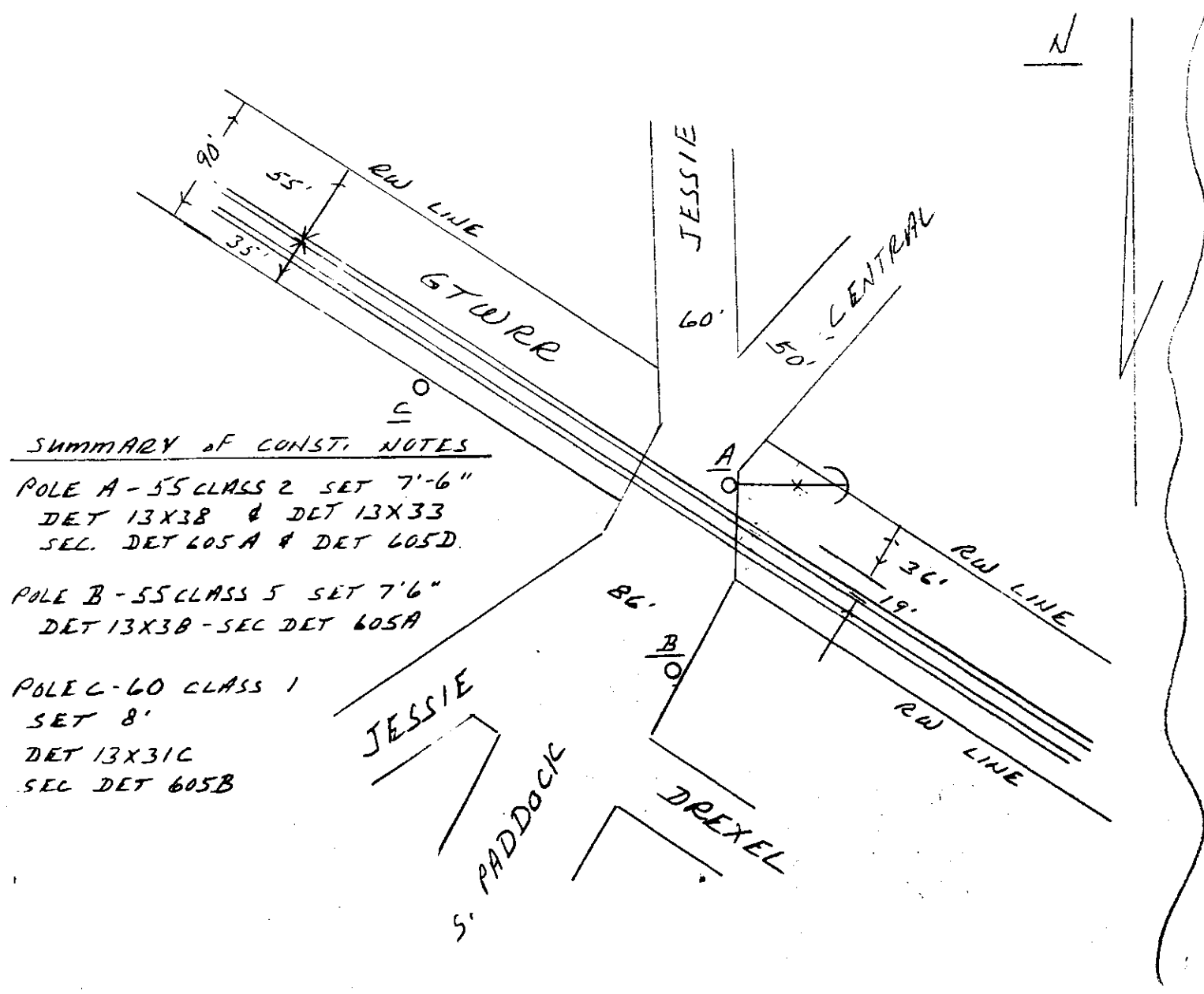
In GTWR:2 AT CENTRAL City of PONTIAC

Section 33 Township T 3N R 10E County OAKLAND

Refer to Section 12 of Overhead Lines Construction Standards for minimum clearance chart. The Railroad Permit Application (DE 963-6064) shall be submitted along with this velium.

Span	Span Length	Lowest Conductor Over R.R. Tracks	Stringing Sag At 60°F	Sag Table	Rule Span	Final Sag Ratio
A-B	126'	38'	EXIST.	I		
A-C	210'	43'	27"	II	200 ACS12	1.35

Designed By D. DOHERTY Division OAKLAND
 Checked By _____ Date _____

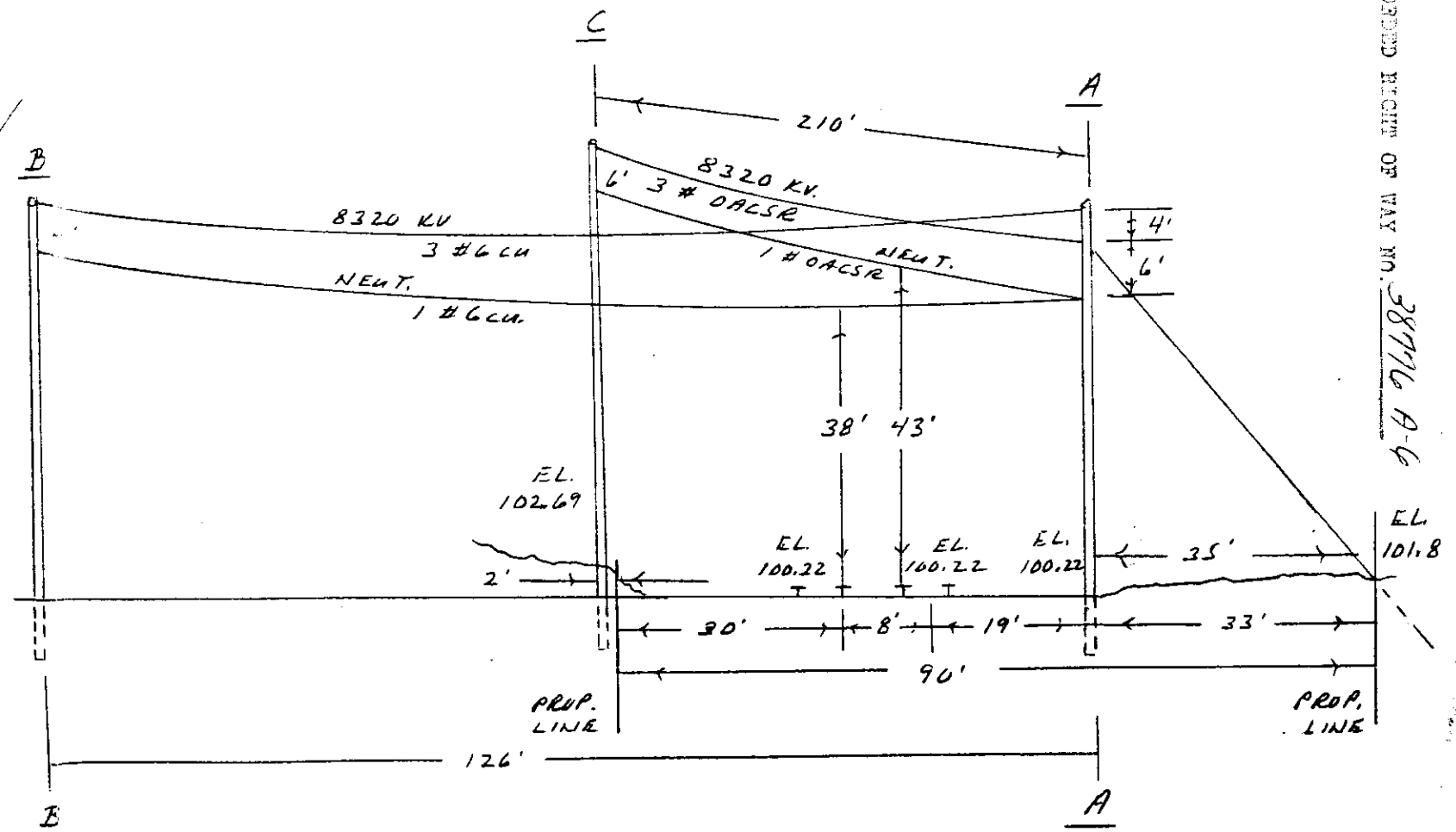


SUMMARY OF CONST. NOTES

POLE A - 55 CLASS 2 SET 7'-6"
 DET 13X38 & DET 13X33
 SEC. DET 605A & DET 605D.

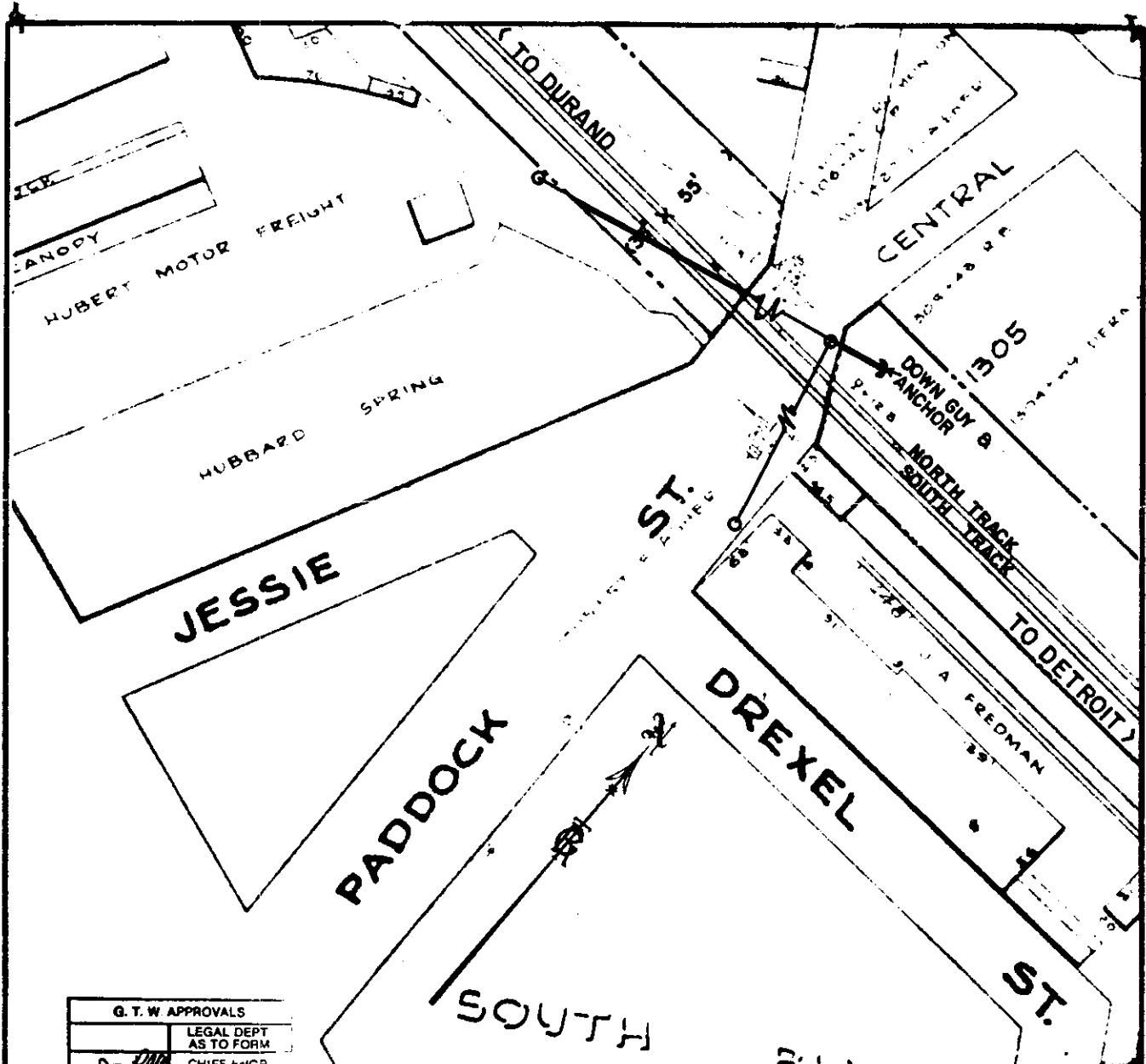
POLE B - 55 CLASS 5 SET 7'-6"
 DET 13X38 - SEC DET 605A

POLE C - 60 CLASS 1
 SET 8'
 DET 13X31C
 SEC DET 605B



ELEVATION LOOKING NORTHWEST

RECORDED BOOK OF MAP NO. 38976 A-6



G. T. W. APPROVALS	
<input type="checkbox"/>	LEGAL DEPT AS TO FORM
<input checked="" type="checkbox"/>	CHIEF ENCR
<input type="checkbox"/>	PROPERTY MANAGEMENT
<input type="checkbox"/>	ENGR. COMM.

Proposed aerial installation to consist of three -# 0, ACSR, 8320 KV and one -# 0, ACSR neutral wires 43' above top of rail at MP 24.75.

ANY CLEARANCES SHOWN ARE FROM CENTERLINE OF TRACK, UNLESS OTHERWISE NOTED.

GRAND TRUNK WESTERN RAILROAD COMPANY
HOLLY SUBDIVISION
 PONTIAC, OAKLAND COUNTY, MICHIGAN
LICENSE
 DETROIT EDISON CO.
 OFFICE OF ENGINEER SURVEYS & CONSTRUCTION
 DETROIT, MICHIGAN
 PLAN NO. L-62-90 NOVEMBER 20, 1990
 SCALE 1" = 100' FILE NO. D 26-16-37

BOUNDARIES OF G. T. W. R. R. CO.
 FACILITIES COVERED BY LICENSE
 PERMIT NO. 543 UNDER MASTER AGREEMENT DATED 1/2/32
 FILE NO. I-159-308

W. LaMaster
 Engineer, Public Services

RENTAL FOR THIS PERMIT:
 \$275.00 for period 12/27/90 thru 12/26/91 or fraction thereof;
 \$75.00 for each additional one-year period or fraction thereof.

S. M. Cameron

 XX *Thomas Wilson*

THOMAS WILSON

GRAND TRUNK WESTERN RAILROAD COMPANY,
 a Michigan corporation
 By *T. J. Kigley*
 Its Manager, Property Management
 DETROIT EDISON COMPANY,
 a Michigan corporation
 By X *Paul W. Potter*
 Its Paul W. Potter, Director -
 Corporate Real Estate

RECORDED RECEIPT OF WAY NO. 38476 A-6

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 4	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 27
07	1590308	1		0CCUP	1	030151
Payment Frequency 28	Rental 29	OH-UG Code 34	Division 35	County 36	City or Township 44	Section 45
A	5 <i>omit for New</i>	1	4	08	PONTIAC	
Location 47						
PADDOCK AND CENTRAL						

- Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 22272, A-C

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

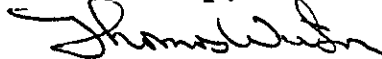
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.


Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

38726

A-6

3-1-51

OVERHEAD WIRES

THIS LICENSE, effective the 1st day of March, 1951.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY,
 hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, Jackson, Michigan,
 hereinafter called the "Licensee," to install, maintain and use a power line
 consisting of two (2) down guys and anchors
 with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and
 tracks of the Licensor at Pontiac,
 in the County of Oakland, State of Michigan,
 the particular character and location of said facilities hereby licensed being indicated on the attached blue print
 which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee,
 through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing
 the said power line and the other facilities hereby licensed. All expense thereof is
 to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation
 of not less than _____ feet above the top of the rails of the Licensor's tracks, and no pole,
 anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance
 of _____ feet from the nearest rail of any track of the Licensor, and each and all of the said
power line, poles and towers and their appurtenances connected therewith, shall be installed,
 erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and
 subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of
 Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public
 authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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, struc-
 tures, or other property, or property in its care, resulting from the power line, poles or
 towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take
 any steps necessary to eliminate such interference.

3a. The Licensee agrees that as part of the consideration for granting this license
 it will keep all grass and weeds mowed or otherwise cut under the guy wires and around
 the guy anchors herein licensed, for a distance of not less than three (3) feet, to
 facilitate the work of the Licensor in keeping obnoxious growth down on its right of
 way as a whole, or in lieu thereof will install protective guards.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to
 property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees
 of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any
 person or property has been injured or damaged 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 power
 line, or by reason of the condition of said power line and other facilities hereby licensed, or by
 reason of said power line and other facilities being over, along, across or on the right of way of
 the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or
 property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of
 any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim
 is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same
 may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written
 notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and
 Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said
power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof
 will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

Original
 3-1-51
 3877 C AC

RECORDED RIGHT OF WAY NO. 3877 C AC

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ^{period} ~~term~~ March 1, 1951 to December 31, 1951 the sum of TEN DOLLARS (\$10.00) and thereafter, annually, in advance, the sum of FIVE DOLLARS (\$5.00) per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

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

Signed, sealed and delivered in the presence of:

APPROVED
Supt. Communications

"FORM CKM"
T. T. Hebrich

GRAND TRUNK WESTERN RAILROAD COMPANY-
BY [Signature]
Its Vice President & General Manager

APPROVED
Gen'l Land & Title Commr.
G. T. W. RR. CO.

X Willowood R. Smith

CONSUMERS POWER COMPANY-

X Grace R. Warner

X BY [Signature]
Its Gen'l Land & Title Supervisor

Files #60-WX-26 A
#60-WX-26 B

AP'D AS TO FORM
[Signature]

APPROVED
[Signature]
CHIEF ENGINEER
G. T. W. RR.

LICENSE

FROM

TO

FOR

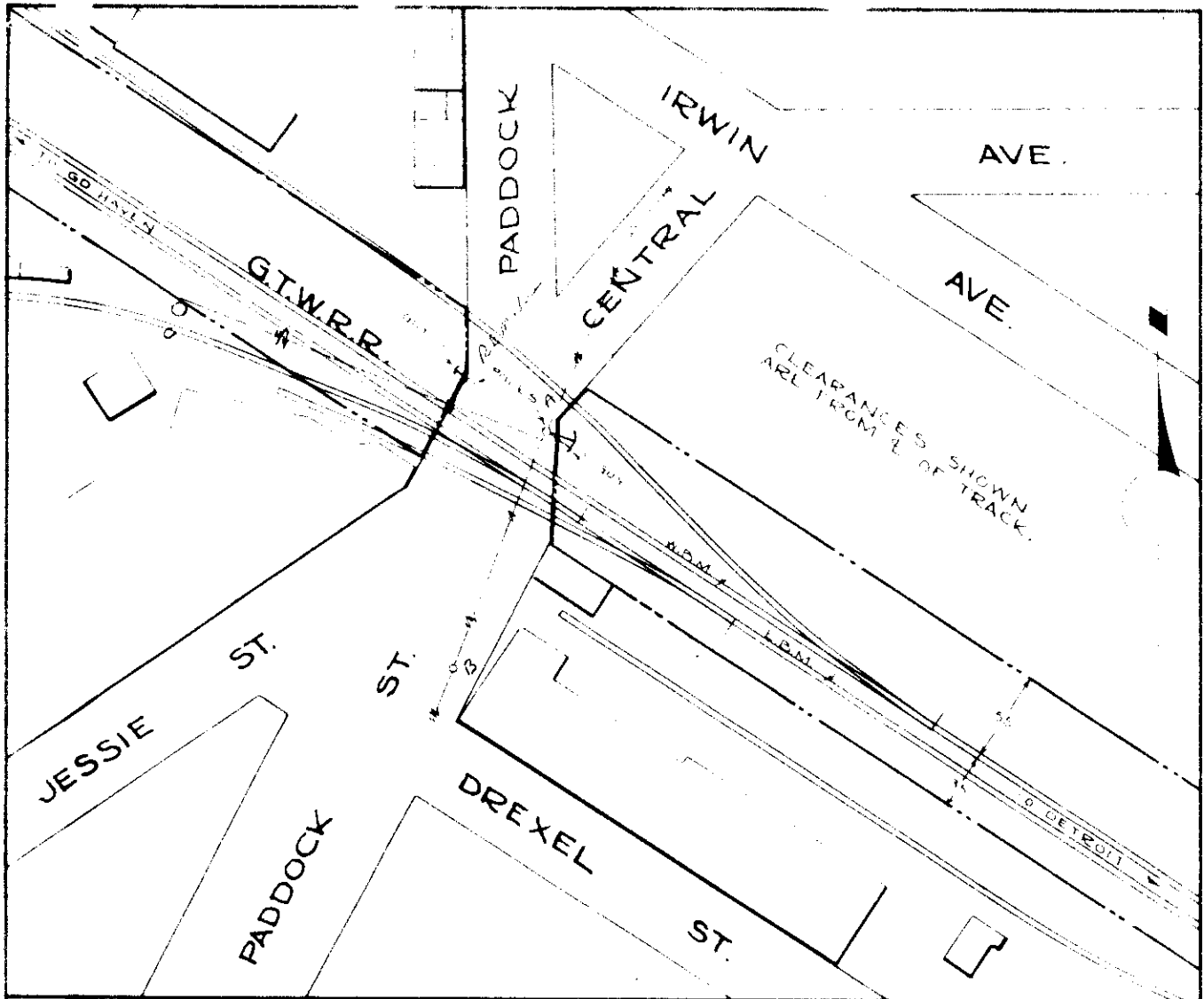
AT

Date

Expires

Rental

1023



GRAND TRUNK WESTERN R.R. CO.
 HOLLY SUBD. DETROIT DIVISION
PONTIAC
 OAKLAND COUNTY, MICHIGAN
LICENSE
CONSUMERS POWER COMPANY

SCALE 1"=100'
 OFFICE OF ASSISTANT ENGINEER L-22-50
 MARCH 1, 1951
 DETROIT, MICH.

BOUNDARIES OF R.R. CO. LAND -----
 FACILITIES COVERED BY LICENSE -----
 DR. E. B. CH F.W.O.

Alvan Pifer
 ASSISTANT ENGINEER

RECORDED RIGHT OF WAY NO. 38776 A6

L-159-308

THIS IS THE PLAN REFERRED TO IN THE
 ----- LICENSE ----- HEREONTO ANNEXED
 DATED 1st DAY OF March, 1951
 ----- CONSUMERS POWER COMPANY -----
 BY *C. C. Wallace*
 Its Gen'l Land & Title Supervisor
 WITNESS *XX Willowen R. Smith*
XX Grace R. Warner

REAL ESTATE AND RIGHTS OF WAY

Project No. B03686 and B03684
Project Name Sale of Grand
Trunk land to
Warehouse Properties

Date: February 15, 1989
To: Supervisor
Records Center
From: Thomas Wilson
Real Estate Associate
426 GO
Subject: Additional Papers for Records Center File

Attached are papers related to the above sale. The notification of sale was received 2-29-89 and it was actually consummated 1-26-89. consummated on January 27, 1989.

Terms contained in these papers require action by the following:

The railroad records have been changed to discontinue payments and the division has been notified to obtain new rights of way, if needed.

Please incorporate these papers into Records Center File No. 38776-A9 and 38776-A7.

TW/dem
Attachments

RECORDED RIGHT OF WAY NO.

38776 A7

Detroit
Edison

REAL ESTATE AND RIGHTS OF WAY

Project: B03684
RX: Former Consumers Crossing
in Pontiac
RR: Grand Trunk
RC: 38776-A7

Date: February 22, 1989
To: James D. McDonald
Senior Representative
RE, R/W and Claims
From: Brenda L. Golson
Real Estate Coordination
Specialist-Railroads
Subject: Request for Right of Way

Attached are papers related to the assignment of a Grand Trunk agreement to Warehouse Properties, assignment effective January 26, 1989.

Please determine if the facilities are still required. If required, please have Real Estate, Rights of Way and Claims acquire a right of way from the new owner, if needed.

Approved:



Thomas Wilson
Real Estate Associate

Attachments

cc: Gerald G. Borowski

RECORDED RIGHT OF WAY NO. 38776 A7

Serving Customers

We're all a part of it!

D-159
L-159-314

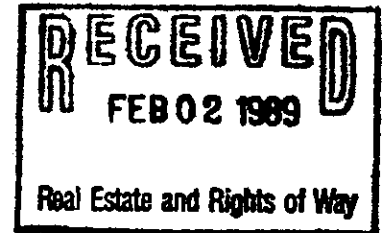


Grand Trunk Western Railroad Co.
1333 Brewery Park Blvd.
Detroit, MI 48207-2699

January 27, 1989

Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. Tom Wilson



On January 26, 1989 the Grand Trunk Western Railroad Company sold all of its abandoned right-of-way between Saginaw Street and Paddock Street in Pontiac, Michigan, to Warehouse Properties, P.O. Box 636, Bloomfield Hills, Michigan 48013.

This is to advise that your License Agreement dated September 17, 1951 was assigned to Warehouse Properties effective January 26, 1989, copy of Assignment form attached.

Future rentals and related correspondence should be directed to Warehouse Properties at the address shown above.

Yours very truly,

A handwritten signature in cursive script, appearing to read 'R. H. Black', with a long horizontal flourish extending to the right.

R. H. Black
Property Tax Agent

RECORDED RIGHT OF WAY NO. 38776 27

ASSIGNMENT

Effective January 26, 1988 for value received, the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation, 1333 Brewery Park Boulevard, Detroit, Michigan 48207-2699 hereby transfers and assigns to WAREHOUSE PROPERTIES, a Michigan co-partnership, all its right, title and interest in and to the License effective September 17, 1951 between GRAND TRUNK WESTERN RAILROAD COMPANY, and CONSUMERS POWER COMPANY, covering premises described therein at Pontiac, Michigan.

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan corporation

By T. J. Rigley
Its - Manager, Property Management

The undersigned hereby accepts the within License by assignment and agrees to each and all of the terms, covenants and conditions therein named, as if the License was made direct with Warehouse Properties.

WAREHOUSE PROPERTIES,
a Michigan co-partnership

By J. E. [Signature]
Its - PARTNER

RECORDED RIGHT OF WAY NO. 381776 47

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

139 0314 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 9	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 17
07	1590314	1		RX	1	0917511

50 ✓

Payment Frequency 28	Rental 29	OH-UG Code 33	Division 34	County 35	City or Township 36	Section 37
A	10 <small>omit for now</small>	1	4	08	PONTIAC	

47	80
Location	
2 OF OSMUN MP35.00	

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

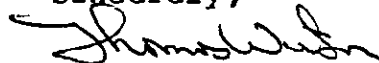
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.


Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO. 38-776, A-7

OVERHEAD WIRES

THIS LICENSE, effective the 17th day of September, 19 51.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY,
 hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Maine corporation,
Jackson, Michigan, hereinafter called the "Licensee," to install, maintain and use a power line consisting of three (3) #4 A.C.S.R. wires carrying 4800 volts with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac in the County of Oakland, State of Michigan, the particular character and location of said facilities hereby licensed being indicated on the attached blue print which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 46 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

Handwritten notes:
 9-11-51
 38776-117


RECORDED RIGHT OF WAY NO. 38776-117

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ^{period} ~~period~~ ~~September 17, 1951 to December 31, 1952~~ ~~period~~ ~~the sum of~~ ~~TWENTY-FIVE (\$25.00) DOLLARS~~ and thereafter, annually, in advance, the sum of TEN DOLLARS (\$10.00) DOLLARS per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

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

Signed, sealed and delivered in the presence of:

GRAND TRUNK WESTERN RAILROAD COMPANY
 BY 
 Its Vice President & General Manager

L. W. Spring
Hazel S. Goff

CONSUMERS POWER COMPANY
 BY C. K. Waller
 Its Gen'l Land & Title Supervisor
 File #60-WX-40

APPROVED
 E. I. G.
 State Communications
 10-8-51

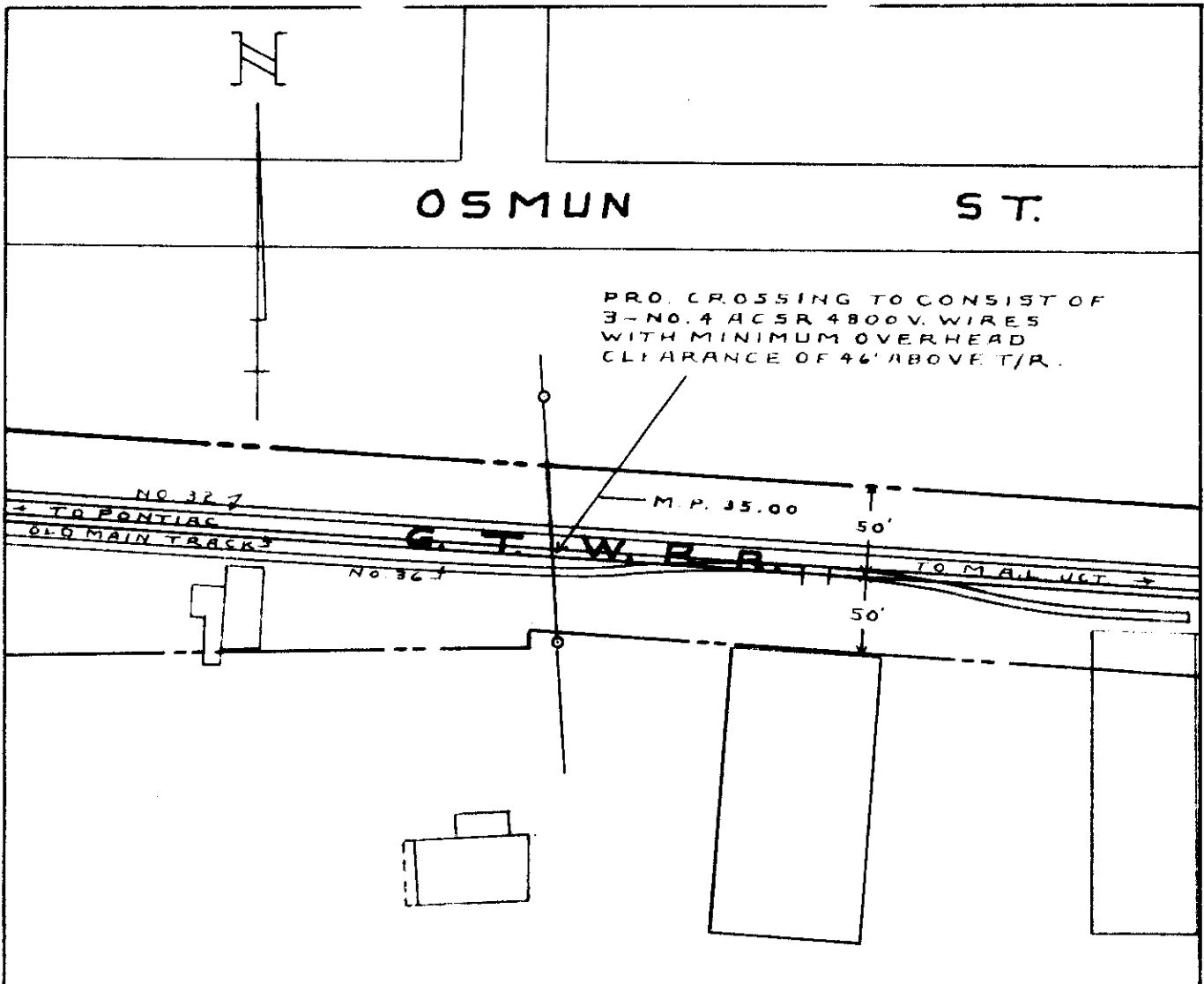
APV'D AS TO FORM
 R. K. O.
 GEN. ATTY.
 10-8-51

APPROVED
 R. K. O.
 GEN. ATTY.
 10-8-51

APPROVED
 CHIEF ENGINEER
 G.T.W. RR

LICENSE

FROM
 Grand Trunk Western Railroad Co.
 Jackson Subdiv. Detroit Div.
 TO
 Consumers Power Company
 FOR
 overhead crossing
 AT
 Pontiac, Michigan
 Date September 17, 1951
 Expires 30 days notice
 Rental \$25.00 1st yr. \$10.00 perann



GRAND TRUNK WESTERN R. R. CO.
JACKSON SUBD DETROIT DIVISION

PONTIAC
OAKLAND COUNTY MICH.

LICENSE
CONSUMERS POWER CO.

SCALE 1" = 100' SEPT. 17, 1951
OFFICE OF ASSISTANT ENGINEER DETROIT, MICH.
L-96-51

BOUNDARIES OF R. R. CO. LAND -----
FACILITY COVERED BY LICENSE =====

DR. R. U. CK. F.W.O.

A. Van Riper
ASSISTANT ENGINEER

RECORDED RIGHT OF WAY NO. 3877C A 7

THIS IS THE PLAN REFERRED TO IN THE
..... LICENSE HEREONTO ANNEXED
DATED 17th DAY OF September, 1951
..... CONSUMERS POWER COMPANY-
BY *C. K. Wallace*
Its Gen'l Land & Title Supervisor
WITNESS XX *Spencer Darling*
XX *Hazel J. Gaff*

L-159-314

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0338 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 4	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 27
07	L159338	1		9176	1	121653

50 ✓

Payment Frequency 28	Rental 29	OH-UG 34 Code	Division 35	County 36	City or Township 38	Section 45
A	10	1	4	08	PONTIAC	

OMIT FOR NOW

Location									
47	S OF SAGINAW N OF LINFERE								50
									MP25.63

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

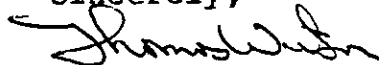
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We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.

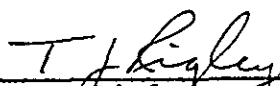
Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO. 38770

A-8

OVERHEAD WIRES

THIS LICENSE, effective the 16th day of December, 1953.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY

hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Maine corporation, Jackson, Michigan, hereinafter called the "Licensee," to install, maintain and use a power line line consisting of 3 - 4 Aluminum 4.8 KV with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac (MP 25.63), in the County of Oakland, State of Michigan, the particular character and location of said facilities hereby licensed being indicated on the attached blueprint which is hereby made a part hereof. Plan L-143-53

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 38 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO.

38776 A8

copy of blueprint attached

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ~~term~~ ^{period} ~~December 16, 1953 to December 31, 1954~~ of this license, the sum of TWENTY FIVE DOLLARS (\$25.00) and thereafter, annually, in advance, the sum of TEN DOLLARS (\$10.00) per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

APV'D. AS TO FORM
 E.L.G.
 2/19/54
 ATTY
 APV'D AS TO FORM
 Property & Tax Department
 G.T.W. RR. CO.

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

Signed, sealed and delivered in the presence of:

GRAND TRUNK WESTERN RAILROAD COMPANY -

BY *[Signature]*
 Its Vice President & General Manager

CONSUMERS POWER COMPANY -

APV'D AS TO FORM
 VSK

Willowood R. Smith

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

File #60-WX-51

A.N.P.
 CHIEF ENGINEER
 G.T.W. RR.

LICENSE

FROM

TO

FOR

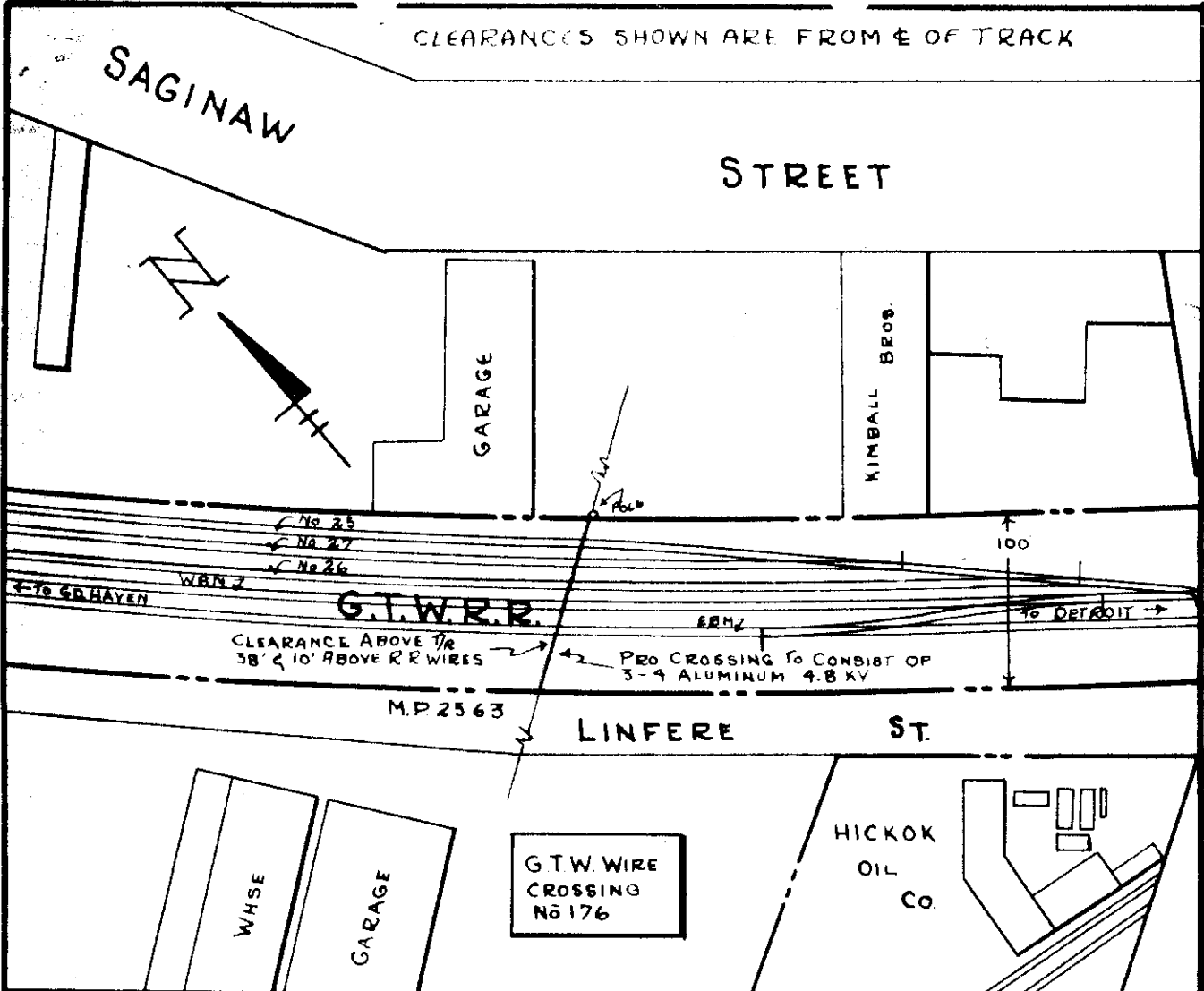
AT

Date

Expires

Rental

Dist.



Pontiac City (Caldwell Co)

GRAND TRUNK WESTERN R.R. CO.
 HOLLY SUBD. DETROIT DIVISION
PONTIAC
 OAKLAND COUNTY MICHIGAN
LICENSE
CONSUMERS POWER COMPANY

SCALE 1"=100' DECEMBER 16, 1953
 OFFICE OF ASSISTANT ENGINEER DETROIT, MICH
 L-143-53

BOUNDARIES OF R.R. CO. LAND -----
 FACILITY COVERED BY LICENSE -----
 DR.-R.D.T. CH-R.U.

A. Van Pelt
 ASSISTANT ENGINEER

RECORDED RIGHT OF WAY NO. 38776 AS

L-159-338

THIS IS THE PLAN REFERRED TO IN THE
 License HEREONTO ANNEXED
 DATED 16th December, 1953
 CONSUMERS POWER COMPANY
 BY *C. K. Wallace*
 Its Gen'l Land & Title Supervisor
 WITNESS *Willowen R. Smith*
Louis M. Crawford

REAL ESTATE AND RIGHTS OF WAY

Project No. B03686 and B03684

Project Name Sale of Grand
Trunk land to
Warehouse Properties

Date: February 15, 1989

To: Supervisor
Records Center

From: Thomas Wilson
Real Estate Associate
426 GO

Subject: Additional Papers for Records Center File

Attached are papers related to the above sale. The notification of sale was received 2-29-89 and it was actually consummated 1-26-89. consummated on January 27, 1989.

Terms contained in these papers require action by the following:

The railroad records have been changed to discontinue payments and the division has been notified to obtain new rights of way, if needed.

Please incorporate these papers into Records Center File No. 38776-A9 and 38776-A7.

TW/dem
Attachments

RECORDED RIGHT OF WAY NO. 38776 49

Detroit
Edison

REAL ESTATE AND RIGHTS OF WAY

Project: B03686
RX: Former Consumers Crossing
in Pontiac
RR: Grand Trunk
RC: 38776-A9

Date: February 22, 1989
To: James D. McDonald
Senior Representative
RE, R/W and Claims
From: Brenda L. Golson
Real Estate Coordination
Specialist-Railroads
Subject: Request for Right of Way

Attached are papers related to the assignment of a Grand Trunk agreement to Warehouse Properties, assignment effective January 26, 1989.

Please determine if the facilities are still required. If required, please have Real Estate, Rights of Way and Claims acquire a right of way from the new owner, if needed.

Approved:



Thomas Wilson
Real Estate Associate

Attachments

cc: Gerald G. Borowski

RECORDED RIGHT OF WAY NO. 38776-09

Serving Customers

We're all a part of it!

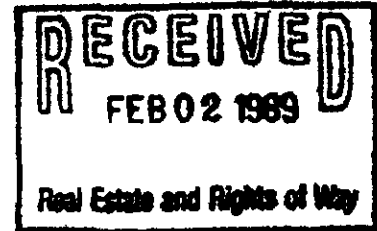


Grand Trunk Western Railroad Co.
1333 Brewery Park Blvd.
Detroit, MI 48207-2699

January 27, 1989

Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. Tom Wilson



On January 26, 1989 the Grand Trunk Western Railroad Company sold all of its abandoned right-of-way between Saginaw Street and Paddock Street in Pontiac, Michigan, to Warehouse Properties, P.O. Box 636, Bloomfield Hills, Michigan 48013.

This is to advise that your License Agreement dated May 2, 1969 was assigned to Warehouse Properties effective January 26, 1989, copy of Assignment form attached.

Future rentals and related correspondence should be directed to Warehouse Properties at the address shown above.

Yours very truly,

R. H. Black
Property Tax Agent

RECORDED RIGHT OF WAY NO. 387776 49

ASSIGNMENT

Effective January 26, 198~~8~~⁹ for value received, the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation, 1333 Brewery Park Boulevard, Detroit, Michigan 48207-2699 hereby transfers and assigns to WAREHOUSE PROPERTIES, a Michigan co-partnership, all its right, title and interest in and to the License effective May 2, 1969 between GRAND TRUNK WESTERN RAILROAD COMPANY, and CONSUMERS POWER COMPANY, covering premises described therein at Pontiac, Michigan.

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan corporation

By T. Higley
Its - Manager, Property Management

The undersigned hereby accepts the within License by assignment and agrees to each and all of the terms, covenants and conditions therein named, as if the License was made direct with Warehouse Properties.

WAREHOUSE PROPERTIES,
a Michigan co-partnership

By C. Rogan
Its - PARTNER

RECORDED RIGHT OF WAY NO. 38776 199

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0353 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 9	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 23
07	L159353	1		P1738	1	050269

50 ✓

Payment Frequency 28	Rental 29 33	OH-UG 34 Code	Division 35	County 36	City or Township 38 44	Section 45
A	29 OMIT FOR NOW	1	4	08	PONTIAC	

47 Location 50

MP35.13 N OF TURK S OF OSWYN E OF SAGINA

- Update Type Codes
- 1 = New Agreement
 - 2 = Revised Agreement
 - 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
- Service Planning
- System Engineering
- Transmission & Distribution

RECORDED RIGHT OF WAY NO. 38-726, A-9

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

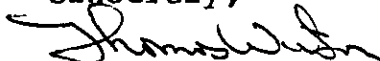
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.

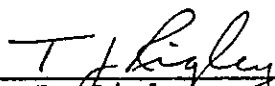
Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

38776, A-9

57-2-69

OVERHEAD WIRES

THIS LICENSE, effective the 2nd day of May, 1969.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation -

....., hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201

....., hereinafter called the "Licensee," to install, maintain and use a power line consisting of 2 #4 ACSR wires to carry 4800/8320 V and 1 #4 ACSR grounded neutral with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac (Mile Post 35.13)

in the County of Oakland, State of Michigan Plan L-27-69 the particular character and location of said facilities hereby licensed being indicated on the attached blue print which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 35 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 10 feet from the nearest rail of any track of the Licensor, and each and all of the said

power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO. 38776 A9

period

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ~~first~~ ^{period} ~~year of the continuation of this license~~ ^{MAY 2, 1969 to December 31, 1969} the sum of FIFTY (\$50.00) DOLLARS and thereafter, annually, in advance, the sum of TWENTY-FIVE (\$25.00) DOLLARS per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

9. This License will cancel and supersede License dated September 15, 1955 with the Licensee.

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

Signed, sealed and delivered in the presence of:

Lucia Gaspulla

Susan V. Richmond

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan corporation -

BY *M.P. Connell*
Its - Manager of Real Estate

CONSUMERS POWER COMPANY,
a Michigan corporation -

BY *A. L. Eric*
Its - Manager of Land and Right of Way

OK 5/15/69

File # 39-wx-17
Ref # 5765

G. T. W. APPROVALS	
<i>OK</i>	LEGAL DEPT. AS TO FORM
<i>ELH</i>	CHIEF ENGR.
<i>RE</i>	REAL ESTATE & IND. DEV. DEPT.
<i>Edk.</i>	SUPT. OF COMM.

APPROVED AS TO FORM

FEC
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

LICENSE

FROM

TO

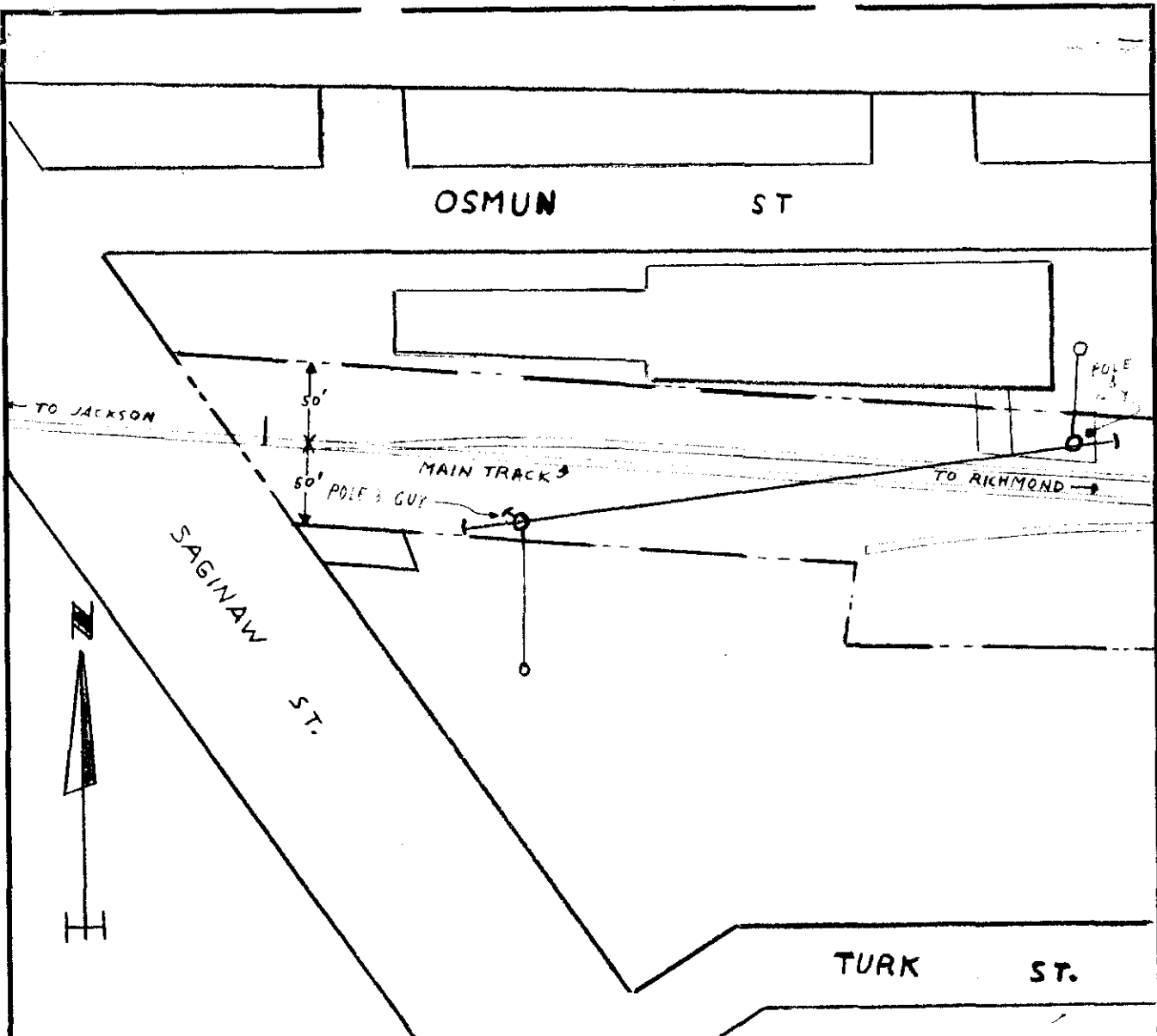
FOR

AT

Date

Expires

Rental



Proposed crossing to consist of 2 #4 ACSR wires to carry 4800/8320 volts and 1 #4 ACSR grounded neutral, with a minimum overhead clearance of 35' above top of rail
 M.P. 35.13
 G.T.W. Wire Crossing No. 1738

GRAND TRUNK WESTERN RAILROAD COMPANY

Detroit DIVISION Jackson SUBDIVISION

PONTIAC, OAKLAND COUNTY, MICHIGAN

License

CONSUMERS POWER COMPANY

PLAN NO. L-27-69 April 16, 19 69

SCALE 1"=100' FILE NO. 12A-3

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



J. S. Galt
 Engr. of Surveys & Constr.

RECORDED RIGHT OF WAY NO. 38776 A9

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0142 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 9	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 27
07	L159142	1		81726	1	050569

50 ✓

Payment Frequency 28	Rental 29	OH-UG 34 Code	Division 35	County 36	City or Township 44	Section 45
A	15 <small>OMIT For Now</small>	1	4	08	PONTIAC	

41	Location	50
	LINFERE AND BRUSH	

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO.

38-770, A-10

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

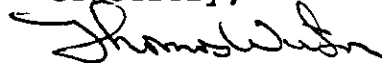
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.


Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

38776, A-12

5-5-69

OVERHEAD WIRES

THIS LICENSE, effective the 5th day of May, 1969.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation, hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Michigan corporation - 212 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called the "Licensee," to install, maintain and use a power line consisting of 2 - #4 ACSR wires to carry 4800/8320 V open wye & 1 - #4 ACSR Grounded Neutral with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac (Mile Post 25.54), in the County of Oakland, State of Michigan Plan L-14-69 Rev. 4/23/69 the particular character and location of said facilities hereby licensed being indicated on the attached blue print which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 34 1/2 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 10 feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO. 38776 A10

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ~~first~~ ^{period} ~~year of the continuation of this license,~~ ~~the sum of~~ ~~FORTY (\$40.00) DOLLARS~~ ~~and~~ ~~thereafter, annually, in advance, the sum of~~ ~~FIFTEEN (\$15.00) DOLLARS~~ ~~per annum.~~
~~MAY 5, 1969 to December 31, 1969~~

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.
 9. This license cancels and supersedes license dated January 2, 1929 with the Licensee.

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

Signed, sealed and delivered in the presence of:

Card J. Kilar
 Witness for Licensee

GRAND TRUNK WESTERN RAILROAD COMPANY,
 a Michigan corporation -
 BY [Signature]
 Its - Manager of Real Estate

[Signature]
 Witness for Licensor

CONSUMERS POWER COMPANY,
 a Michigan corporation -
 BY [Signature]
 Its - Manager of Land and Right of Way

S. T. W. APPROVALS	
<u>[Signature]</u>	LEGAL DEPT. AS TO FORM
<u>[Signature]</u>	CHIEF ENGR.
<u>[Signature]</u>	REAL ESTATE & IND. DEV. DEPT.
<u>[Signature]</u>	SUPT. OF COMM.

APPROVED AS TO FORM
[Signature]
 CONSUMERS POWER COMPANY
 LEGAL DEPARTMENT

LICENSE

FROM

TO

FOR

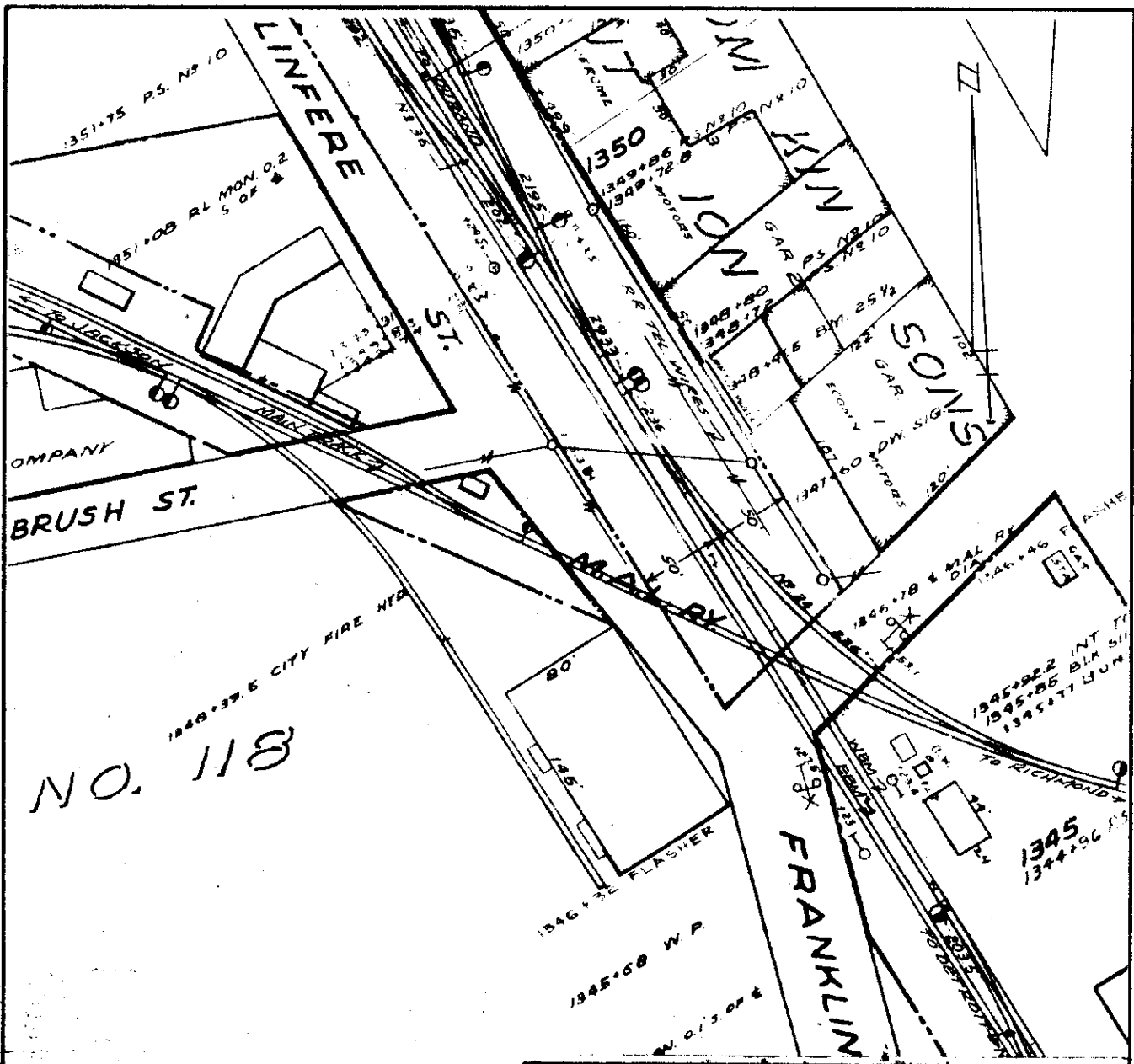
AT

Date

Expires

Rental

ok 9-25-69



Pro crossing to consist of 2 - #4
 ACSR wires to carry 4800/8320 Volts
 Open Wye and 1 - #4 ACSR Grounded
 Neutral with a minimum overhead
 clearance of 34.6' above top of rail
 and 6' above Railroad tel. wires
 G.T.W. Wire Crossing No. 1726
 M.P. 25.54

**GRAND TRUNK WESTERN
 RAILROAD COMPANY**

DETROIT DIVISION Holly SUBDIVISION

PONTIAC, OAKLAND COUNTY, MICHIGAN

License

CONSUMERS POWER COMPANY

PLAN NO. L-114-69 March 14 19 69
 SCALE 1"=100' Revised 4/23/69
 FILE NO 71A-3

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

Jed Colton
 Engr. of Surveys & Constr.

RECORDED RIGHT OF WAY NO. 38776 A10

CORPORATE REAL ESTATE SERVICES

Project No. X02801
Railroad Project No. B03688
Project Name: RX4647

Date: February 13, 1991
To: Ava D. Thrower
Records Center
From: Thomas Wilson *tw*
Subject: Wire Crossing of Railroad Tracks

Attached are papers related to the revision notification, dated January 16, 1991, to Grand Trunk Western Railroad to reconstruct the above mentioned crossing in the SE 1/4 of Section 19, City of Pontiac, Oakland County, Michigan.

Service Planning, Oakland Division, is hereby notified to revise the crossing as requested.

Please incorporate these papers into Records Center File 38776-A11.

Approved:

Barbara A. Fulton

Barbara A. Fulton
Supervisor, Corporate Real Estate Services

Attachments
cc: M. Ricci

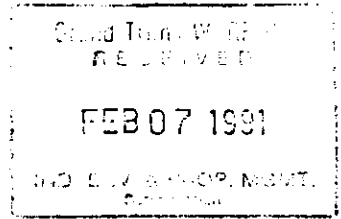
A-1

RECORDED BEGIN OF WAY NO. 38776 A-11

Office of Engineer, Public Services
Detroit, Michigan

Date: 1/25/91

File: D 26-16-6



Application for Wire Crossing No: 2813

Name of Applicant: Detroit Edison Co.

Letter Dated: 1/16/91 Applicant's Plan No. RX 4647

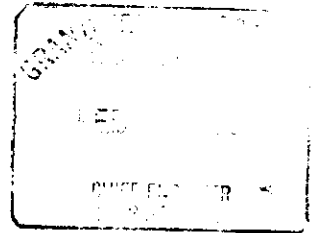
Date: _

Location: Pontiac, Michigan

Mile Post: 27.48 Subdivision: Holly

Brief description of proposed crossing or encroachment:

Three - 336.4 ACSR, 4,800 volts
One - No. 2 ACSR, neutral



On or over Railroad property, in Street or Private Property:

Over railroad property

Remarks and Recommendations:

No objection to proposed reconstruction. Covered by existing license.

W. LaMasters
W. LaMasters
Engineer, Public Services

Approval:

[Signature]

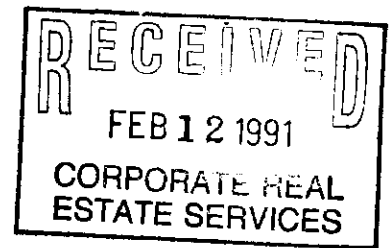
Engineer, Communications

J. Q. Anders

Chief Engineer File: D 26-16-6

[Signature]

* Director, Industrial and Resource
Development



RECORDING FIGHT OF WAY NO. 38746 F-11

* Please return Approved Copy to
Office of Engineer, Public Services



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

January 16, 1991

Mr. W. LaMaster
Engineer of Surveys and Construction
Grand Trunk Western Railroad Company
1333 Brewery Park Boulevard
Detroit, Michigan 48207-2699

Re: Request to Revise Wire Crossing

Dear Mr. LaMaster:

The Detroit Edison Company requests your agreement to the reconstruction of an overhead wire crossing of your property, in the SE 1/4 of Section 19, City of Pontiac, Oakland County, Michigan.

1. Location: 1,424 feet Southwest of Oakland Avenue
2. Detroit Edison Project and Crossing Nos.: B03688, RX4647
3. This is a reconstruction of an existing crossing. Previous agreement date: September 24, 1979, Detroit Edison Record Center file 38776-A11
4. Your reference No. 1590326
5. Please indicate your:
 - R.R. Valuation Station No.
 - R.R. Mile Post No. 27.48
 - Will a Flagger or Inspection be required?

All construction will be done in accordance with specification of the Michigan Public Service Commission and all applicable codes and laws.

Michigan law requires you to respond within 90 calendar days of the receipt of this request. If you have any questions, please contact me on (313)237-8314.

Sincerely,

Thomas Wilson
Real Estate Associate
Room 2310 WCB

attachments
cc: M. Ricci
A13

RECORDED COPY OF MAIL NO. 38776 A-11



Railroad Crossing Application - Overhead

Please Print

Railroad Name GRAND TRUNK RAILROAD			Department Order B-56537		
Revision From RX No. (Available From Record Center (Ext. 78498)) 107-WX-2 & 107-WX-3		New RX No. or R/W No. 4647		Spans A-C	
Location: City/Township CITY OF PONTIAC T-3NR-10E		Town OAKLAND	Range 10E	County OAKLAND	1/4 Section SE
					Section 19

Location Description
AT A POINT 1424' SOUTHWEST OF OAKLAND AVENUE
AT MILE POST # 27.48

This Crossing:
 Is within the public road right-of-way or Is on railroad property Provides service to the railroad (If yes, check box)

Crossing Data

Detailed On Attached Drawing

Railroad Mile Post (Number) 27.48	State Permit No. Existing ME-640-79	Date	Distance to Crossing from Mile Post (in feet) 0 Ft.
---	---	------	---

Existing							Proposed						
Type of Structure							Type of Structure						
<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel							<input type="checkbox"/> Wood <input type="checkbox"/> Steel						
Conductors				Poles			Conductors				Poles		
Span.	No. Size	Kind	Voltage	Location	Length	Class	Span.	No. Size	Kind	Voltage	Location	Length	Class
A-B	3-336.4	ACSR	4800	A/0+00	65	3							
				B/2+20	65	3							
A-B	1-2	ACSR	NEUTRAL										
B-C	3-336.4	ACSR	4800	B/2+20	65	3							
B-C	1-2	ACSR	NEUTRAL	C/6+66	65	3							

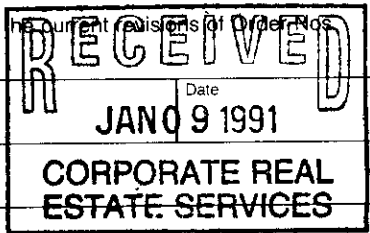
Summary of Line Changes (continue on separate sheet if necessary)
REPLACEMENT OF EXISTING 3-2 ACSR PRIMARY CONDUCTORS WITH 3-336.4 ACSR PRIMARY CONDUCTORS TO IMPROVE SYSTEM RELIABILITY. THIS APPLICATION IS A REVISION OF CONSUMERS POWER RX NO. 107-WX-2 & 107-WX-3

Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing)	From Top of Rail to Nearest Wire	34 Ft.
	Railroad Communication or Signal Lines	18 Ft.

* Materials shall be as noted in the current revision of Detroit Edison's General Specifications for Overhead Line Construction at Railroad Crossings. Actual field dimension may vary from those indicated. However, the clearances shall be in compliance with the current revisions of Order Nos. 1679 and 1868 of Michigan Public Service Commission.

Designed By M. PICCI	Date	Checked By
Company Location OAKLAND DIVISION	Phone No. 616-4464	
30400 TELEGRAPH BIRMINGHAM		



RECORDED INDEXED ON 01/11/91 38976 A-11

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0326 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 9	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 17
07	L159326	1		82302	1	092479

50 ✓

Payment Frequency 28	Rental 21 33	OH-UG Code 34	Division 35	County 26	City or Township 38 44	Section 45
A	25 OMIT FOR NOW	1	4	08	PONTIAC	

Location	
47	50
M 9 2 7 . 4 8	

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
- Service Planning
- System Engineering
- Transmission & Distribution

RECORDED RIGHT OF WAY NO. 38776 A-11

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

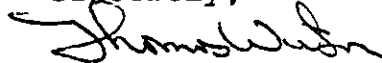
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.

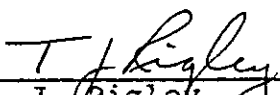
Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO. 38726 A-11

OVERHEAD WIRES

THIS LICENSE, effective the 24th day of SEPTEMBER, 1979...

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation -
131 West Lafayette Boulevard, Detroit, Michigan 48226, hereinafter
called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Michigan Corporation -
212 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called the
"Licensee," to install, maintain and use a power line
consisting of (3) #2 ACSR (7/1) 4900/8320 volts closed eye; (1) #2 ACSR (7/1) neutral
with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and
tracks of the Licensor at Pontiac (Mile Post 27.48),
in the County of Oakland, State of Michigan,
the particular character and location of said facilities hereby licensed being indicated on the attached blue print
which is hereby made a part hereof. **Plan L-88-79**

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 38' feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 8.5' feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

Copy of License

Oakland

RECORDED RIGHT OF WAY NO. 38776 A11

period September 24, 1979 to December 31, 1980

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the first year of the continuation of this license, the sum of TWENTY-FIVE (\$25.00) DOLLARS and thereafter, annually, in advance, the sum of TWENTY-FIVE (\$25.00) DOLLARS per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

9. The Licensee further agrees to give seventy-two (72) hours' advance notice (excluding Saturdays, Sundays and Holidays) to Licensor's Engineer of Surveys and Construction in Pontiac, Mr. W. L. LaMasters at (313) #338-9326, before beginning any work to permit Licensor to assign its flagman. Licensee further agrees to reimburse Licensor for flagging expenses on receipt of bills therefor. Licensee will not begin any work on the licensed premises unless a flagman is present.

10. This license will cancel and supersede license effective January 1, 1956 with Licensee.

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

Signed, sealed and delivered in the presence of:

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan Corporation -

BY F. J. Simon
Its - Manager of Real Estate & Tax

Doreen A. Gasparella

XX Carol J. Kilar

CONSUMERS POWER COMPANY,
a Michigan Corporation -

BY W. L. Reid
Its Manager of Land & Right of Way
107-WX-2, 3
E-062

Prev. approved by
Law Department.

G. T. W. APPROVALS	
RECEIVED	FORM
P.A.M.	NOV. 1979
R.B.M.	NOV. 1979
J.W.B.	NOV. 1979

LICENSE

FROM

TO

FOR

AT

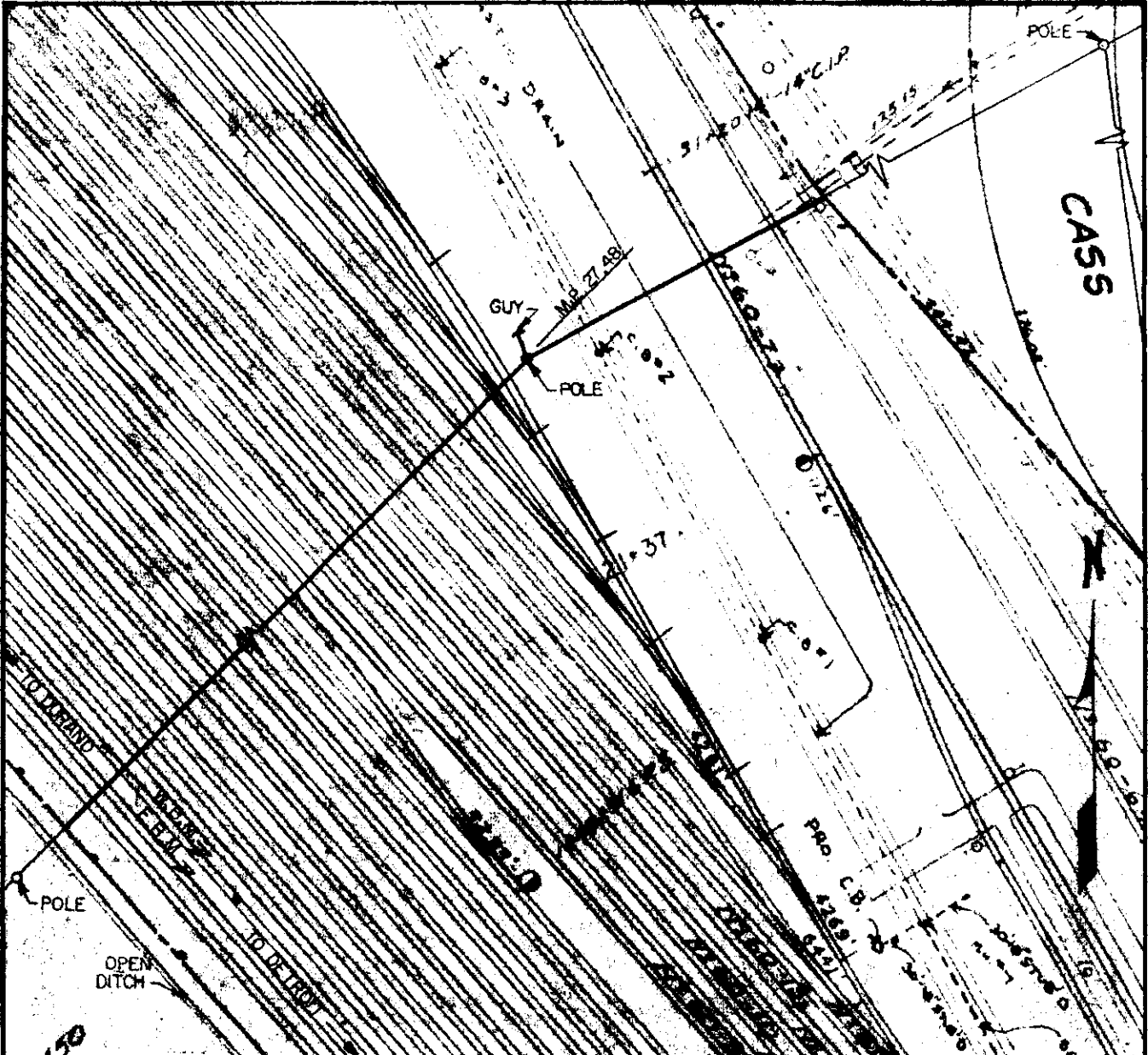
Date

Expires

Rental

orig.

L159-326



Proposed overhead crossing to consist of:
 3 - #2 ACSR (7/1) 4800/8320 volts close wye
 1 - #2 ACSR (7/1) neutral
 with a minimum overhead clearance of 38 feet above the top of rail at M.P. 27.48
 Wire Crossing No. 2302

ANY CLEARANCES SHOWN ARE FROM CENTERLINE OF TRACK, UNLESS OTHERWISE NOTED.

GRAND TRUNK WESTERN RAILROAD COMPANY
 DETROIT DIVISION HOLLY SUBDIVISION
 PONTIAC, OAKLAND COUNTY, MICHIGAN

L I C E N S E

CONSUMERS POWER COMPANY

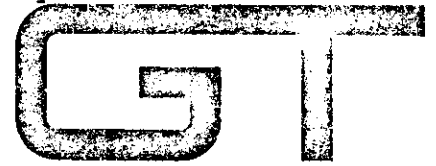
PLAN NO. L-88-79 September 6, 19 79
 SCALE 1"=100' FILE NO. 71A-3

BOUNDARIES OF G.T.W.R.R. CO.
 FACILITY COVERED BY LICENSE

— — — — —
 — — — — —
W. J. Masters
 ENGINEER OF SURVEYS AND CONSTRUCTION

RECORDED RIGHT OF WAY NO. 38776 A11

Copy to: DGHefferan (Joldham/IDKahlert, EVParmalco,
KMPoster Ch # 27549, \$25.00, 10-1-79
File (2)



Grand Trunk Western Railroad Co

131 West Lafayette Boulevard
Detroit, Michigan 48226

Frank J. Surmacz
Manager Real Estate and Tax

L-159-326
CPCo. #107-WX-2,3

October 3, 1979

Mr. G. Martin
Coordination Supervisor
Land & R/O/W Department
Consumers Power Company
212 West Michigan Avenue
Jackson, Michigan 49201

Dear Mr. Martin:

Attached hereto is your fully executed copy of Overhead Wire License effective September 24, 1979 covering installation at Pontiac, Michigan and our Mile Post 27.48.

Also, we have received your check #27549 dated October 1, 1979 in the amount of \$25.00 that will cover the rental consideration for this license to December 31, 1980.

Please acknowledge receipt of this attachment by signing and returning the duplicate copy of this letter to our office.

Yours very truly,


R. E. Milz

d_g
Attachment

RECEIVED Dec 4, 1979

By J. J. Van Ezzo

RECORDED RIGHT OF WAY NO. 38776 A11

O.H. Railroad Crossing Permit

DE 963-3866 6-85 X (SE 32)

DO B-58537 RX 4647

Proposed Line Crossing Over GRAND TRUNK WESTERN RR

Existing Permit Number ME-640-79

AT A POINT 1424 FT. SOUTHWEST OF OAKLAND AVENUE

City of PONTIAC

AT MILE POST = 27.48

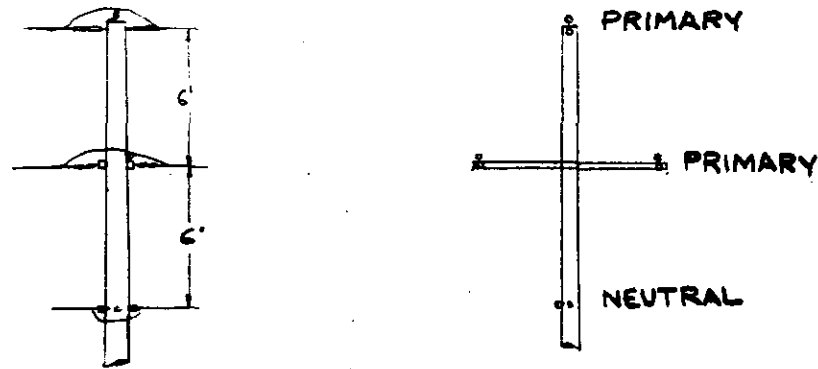
Section 19 Township PONTIAC T 3N R 10E County OAKLAND

Refer to Section 12 of Overhead Lines Construction Standards for minimum clearance chart. The Railroad Permit Application (DE 963-6064) shall be submitted along with this velium.

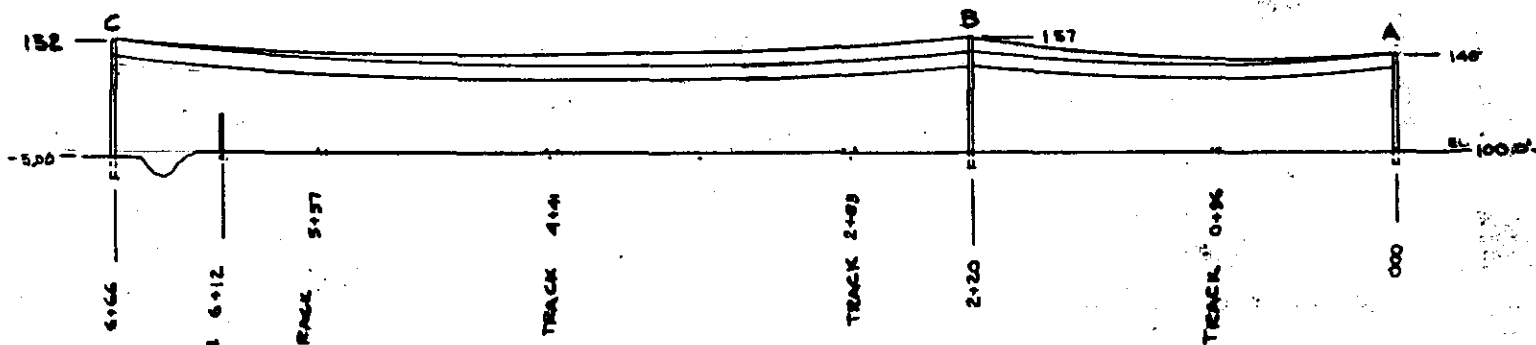
Span	Span Length	Lowest Conductor Over R.R. Tracks	Stringing Sag At 60°F	Sag Table	Rule Span	Final Sag Ratio
A-B	220'	NEUTRAL 2ACSR / 34'	32"	II	220'	1.37
B-C	446'	NEUTRAL 2ACSR / 34'	80"	II	446'	1.47
A-B	220'	PRIMARY 336.4ACSR / 41'	26"	II	220'	1.32
B-C	446'	PRIMARY 336.4ACSR / 42'	80"	II	446'	1.23

Designed By M. RICCI Division OAKLAND

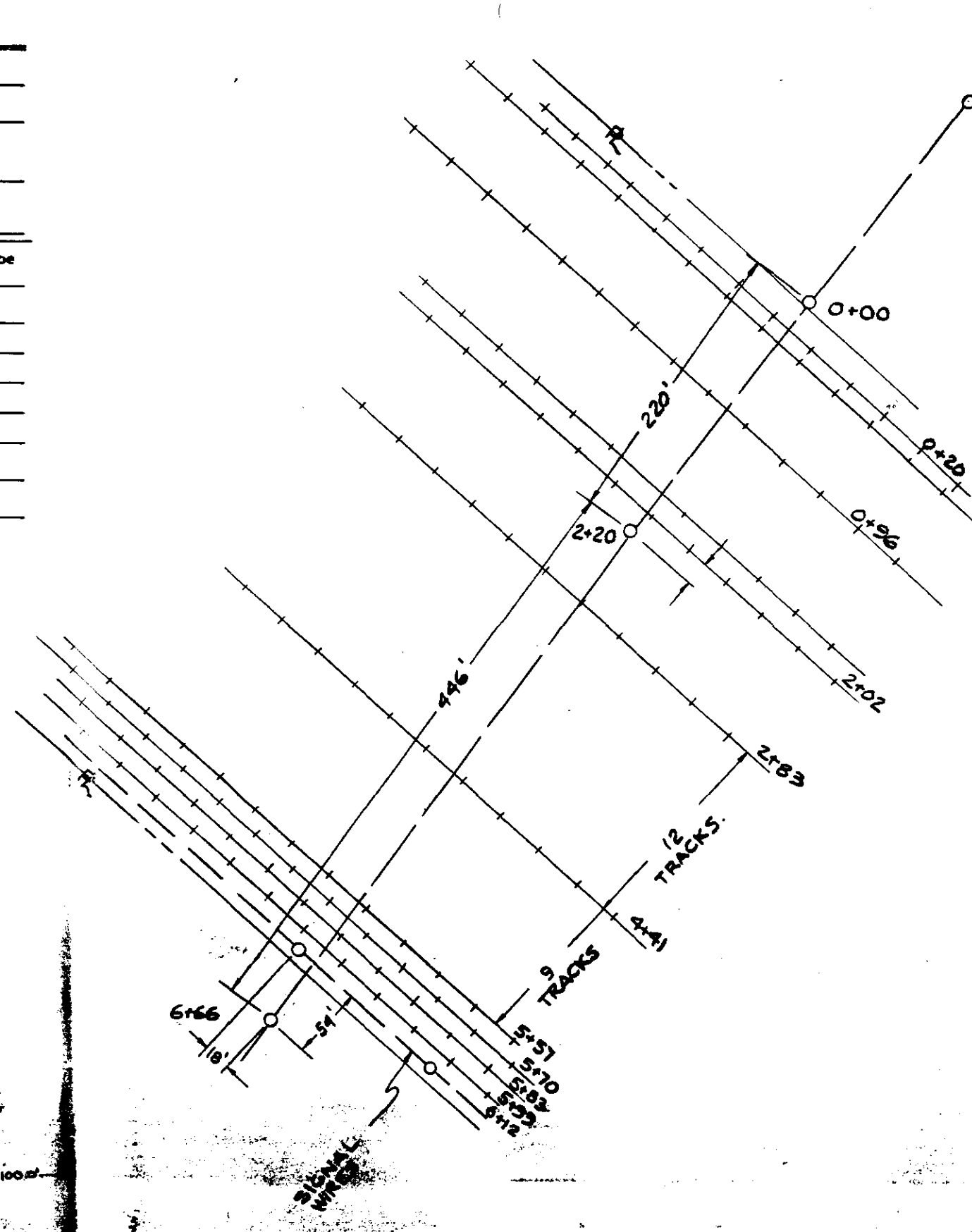
Checked By _____ Date _____



REPLACE EXISTING 3-2, ACSR PRIMARY WITH 3-336.4 ACSR.



ELEVATION LOOKING WEST
1" = 100'



PLAN 1" = 100'

RECORDED RIGHT OF WAY NO. 38776 A-11

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0523 ↙

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 3 4	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 11 15	R.X. NO. OR MAP NO. 16 20	Facility 21	Agreement Date 22 27
07	L159523	1		OCCUP	1	082273

Payment Frequency 24	Rental 27 33	OH-UG Code 34	Division 35	County 36	City or Township 38 44	Section 45
A	35 <small>OMIT FOR NOW</small>	1	4	08	PONTIAC	

47	80
Location	
N OF WILSON W OF EAST BLVD, CANCELLED	

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
- Service Planning
- System Engineering
- Transmission & Distribution

RECORDED RIGHT OF WAY NO. 38-776 A-12

LICENSE GENERAL FORM

8-22-73

THIS LICENSE, effective the 22nd day of AUGUST, 1973.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation -
 hereinafter called the "Licensor," licenses and permits CONSUMERS POWER COMPANY, a Michigan Corporation, 212 West Michigan Ave., Jackson, Michigan 49201, hereinafter called the "Licensee," to make use of a portion of the property of the Licensor
 at Pontiac (Mile Post 34), County of Oakland, State of Michigan, in the location indicated in red on the attached ^{Plan L-56-73} ~~blue print~~ which is hereby made a part hereof, for the sole purpose of installing, maintaining and using one (1) down guy and anchor.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee.

1. The Licensee shall furnish and do at the Licensee's own cost and expense any and all things herein permitted, or that the Licensee is herein bound to do.
 1. (a) The Licensee agrees that as part of the consideration for granting this License, it will keep all grass and weeds mowed or otherwise cut under guy wire and around the guy anchor herein licensed, for a distance of not less than three (3) feet, to facilitate the work of the Licensor in keeping noxious growth down on its right-of-way as a whole, or in lieu thereof will install protective guard post (creosoted) located adjacent to guy wire and anchor and being five (5) feet high.
 2. All work herein contemplated to be done by the Licensee shall be done, and the facilities and property covered by this license shall thereafter be maintained in perfect condition of repair, to the entire satisfaction of the Chief Engineer of the Licensor, and when any work hereunder is completed, the Licensor's property and right of way will be left in a smooth and level condition.
 3. The Licensee hereby undertakes and agrees to indemnify and save the Licensor harmless of and from all claims, demands and rights of action of every name, nature and description, whether arising under State or Federal statutes, or at common law, for injury or alleged injury to persons whether employees of the Licensor, or to the Licensee, or to employees of the Licensee, or to third parties, and damage or alleged damage to property regardless of to whom it may belong or in whose custody it may be, arising through, on account of, or out of the license herein granted, no matter how caused, 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.
 4. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention; any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner at Detroit, Michigan, 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.
 5. On the expiration, revocation or cancellation hereof; the Licensee agrees, at Licensee's own expense, to remove all Licensee's material from the premises of the Licensor and to leave the same in a neat, clean and level condition. If not so done within twenty (20) days, the Licensor may perform the work above described, the expense of which will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.
 6. For the privileges herein contained the Licensee agrees to pay the Licensor in advance the sum of ONE HUNDRED THIRTY-FIVE (\$135.00) DOLLARS for period August 22, 1973 to December 31, 1974 and THIRTY-FIVE (\$35.00) DOLLARS Per Annum Thereafter.

RECEIVED
 38776 A12
 REC'D
 38776 A12
 REC'D
 38776 A12

IN WITNESS WHEREOF, the parties hereto have executed the within license, through their duly authorized officials, effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Oliver J. [Signature]

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan Corporation -

BY *[Signature]*
Its - Manager of Real Estate & Tax

CONSUMERS POWER COMPANY,
a Michigan Corporation -

XX *William R. Smith*

BY *W. P. Reid*
Its - Manager, Land & Electric Right of Way
9/4/73

File # 240 4122

OK'd
8-31-73

G. T. W. APPROVALS	
<i>[Signature]</i>	LEGAL DEPT. AS TO FORM
<i>[Signature]</i>	CHIEF ENCR.
<i>[Signature]</i>	REAL ESTATE TAX DEPT.
	SUPT. OF COMM.

LICENSE

FROM

TO

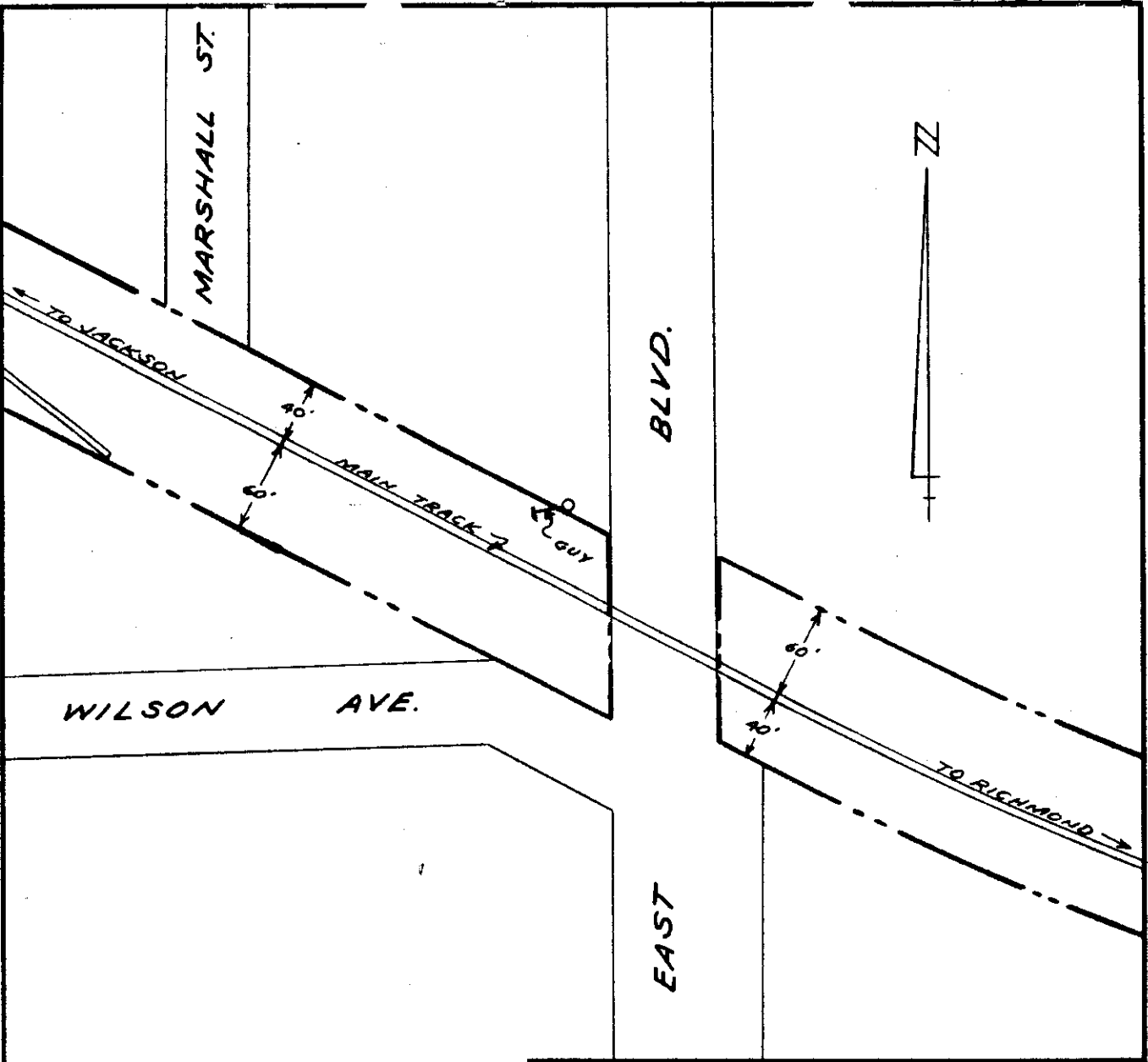
FOR

AT

Date

Expires


Rental



**GRAND TRUNK WESTERN
RAILROAD COMPANY**
 DETROIT DIVISION JACKSON SUBDIVISION
 PONTIAC, OAKLAND COUNTY, MICHIGAN
 LICENSE
 CONSUMERS POWER COMPANY
 PLAN NO. L-56-73 August 6, 19 73
 SCALE 1"=100' FILE NO. 12A-3

RECORDED RIGHT OF WAY NO. 38776 A12

BOUNDARIES OF G. T. W. R. R. CO.
 FACILITY COVERED BY LICENSE.


 F. E. Rosenkrantz
 Engineer of Surveys
 and Construction

Detroit Edison

To: Records Center

From:

Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0333 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 9	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 23
07	L159333	1		81704	4	021069

50 ✓

Payment Frequency 29	Rental 31	OH-UG 34 Code	Division 35	County 36	City or Township 38	Section 40
A	15 <small>OMIT FOR NOW</small>	1	4	08	PONTIAC	

Location 47															80											
E	O	F	C	L	I	N	T	O	N	R	I	V	E	R	M	P	3	6	.	2	8					

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO.

32776 A-13

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

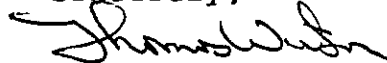
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. *T.J.R.*

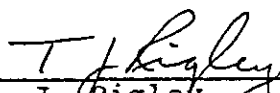
Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO. _____

OVERHEAD WIRES

THIS LICENSE, effective the 10th day of February, 19 69

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation -
 _____, hereinafter
 called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Michigan corporation -
212 West Michigan Avenue, Jackson, Michigan 49201
 _____, hereinafter called the
 "Licensee," to install, maintain and use a power line
 consisting of 1 - 80,000 em ACSR ground wire, 3 - 75,000 em ACSR wires to carry 11,000
volts and 3 - 3/0 ACSR wires to carry 4000 volts
 with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and
 tracks of the Licensor at Pontiac (Mile Post 36.28)
 in the County of Oakland, State of Michigan Plan L-4-69
 the particular character and location of said facilities hereby licensed being indicated on the attached blue print
 which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 46' 8" feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 10 feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO.

38772 413

period

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ^{first} ~~first~~ ~~year of the continuation of this license~~ ~~the sum of~~ **FORTY DOLLARS (\$40.00)** and thereafter, annually, in advance, the sum of **FIFTEEN DOLLARS (\$15.00)** per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

9. This license will cancel and supersede License dated April 1, 1953 with the licenses.

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

Signed, sealed and delivered in the presence of:

Luise Gasparella

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan corporation -

BY *[Signature]*
Its - **Manager of Real Estate**

Willowen R. Smith

CONSUMERS POWER COMPANY,
a Michigan corporation -

BY *[Signature]*
Its - **Manager of Land and Right of Way**

G. T. W. APPROVALS	
<i>[Signature]</i>	LEGAL DEPT. AS TO FORM
<i>[Signature]</i>	CHIEF ENGR.
<i>[Signature]</i>	REAL ESTATE & ENG. DEPT.
<i>[Signature]</i>	DEPT. OF CONS.

APPROVED AS TO FORM
[Signature]
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

2134-WX-2
Ref. 5761
at 576
3/14/69

LICENSE

FROM

TO

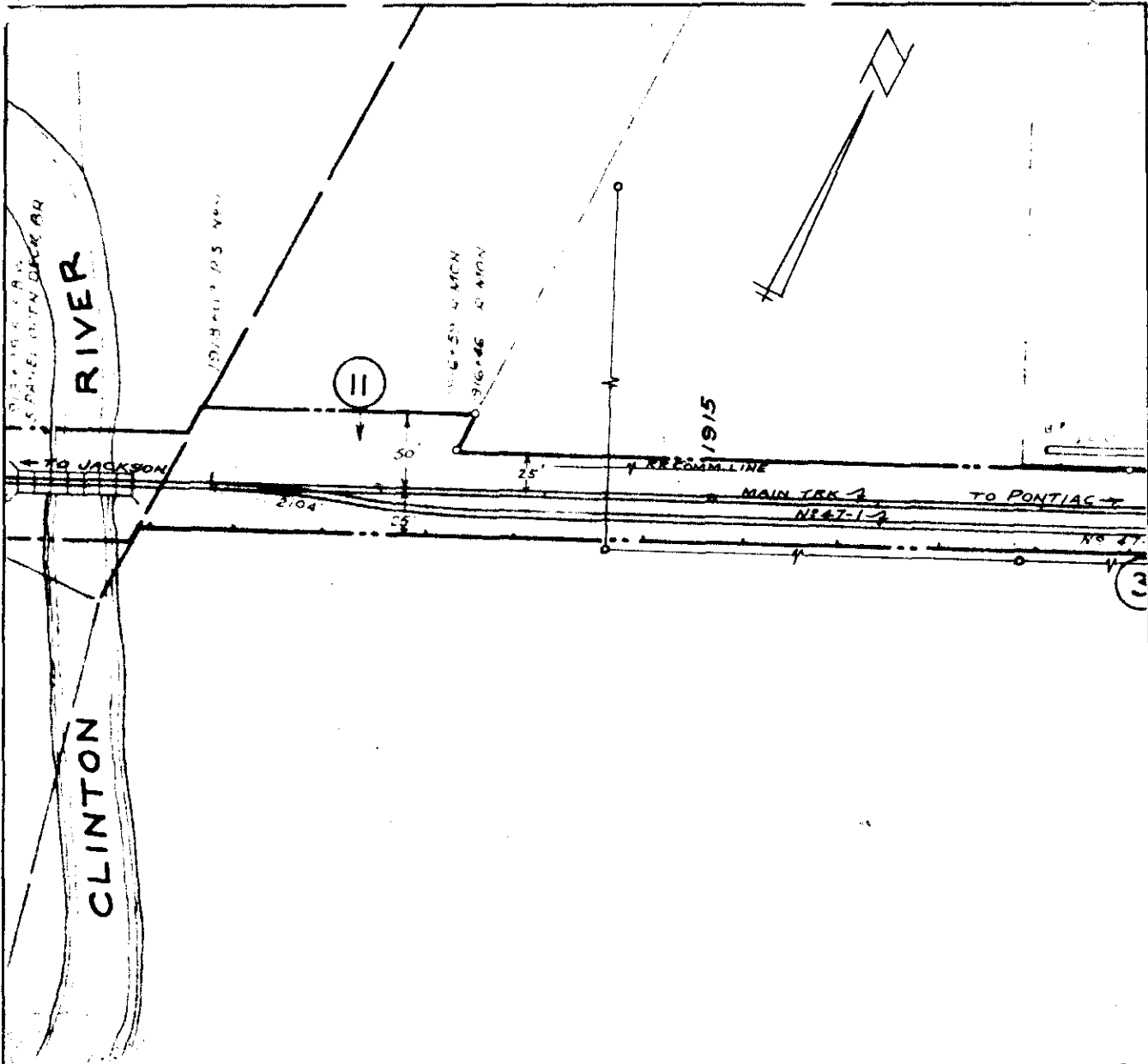
FOR

AT

Date

Expires

Rental



Prop crossing to consist of 1-80,000cm
 ACSR ground wire, 3-795,000cm ACSR
 41,600 volt wires and 3-3/0 ACSR
 48,000 volt wires at a minimum over-
 head clearance of 46'8" above top of
 rail and 32'8" above Railroad commu-
 nications wires.
 Wire Crossing No. 1704
 M.P. 36.28

**GRAND TRUNK WESTERN
 RAILROAD COMPANY**

DETROIT DIVISION Jackson SUBDIVISION

PONTIAC, OAKLAND COUNTY, MICHIGAN

License

CONSUMERS POWER COMPANY

PLAN NO. L-4-69 January 28 19 69

SCALE 1"-100' FILE NO. 12A-3

RECORDED RIGHT OF WAY NO. 38776 A13

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

Facility covered by license _____

J. S. Colton
 Engr. of Surveys & Constr.

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0470 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 4	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 27
07	L159470	1		R1689	1	11/11/68

50 ✓

Payment Frequency 29	Rental 33	OH-UG Code 34	Division 35	County 36	City or Township 44	Section 45
A	15 <small>Omit for Now</small>	1	4	08	PONTIAC	

Location																		
41	N	O	F	H	O	W	A	R	D	S	O	F	C	R	O	S	S	50

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
- Service Planning
- System Engineering
- Transmission & Distribution

RECORDED RIGHT OF WAY NO. 287705 P. 14

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

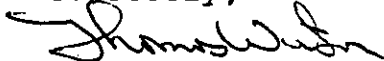
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. *T.J.R.*

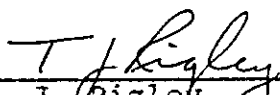
Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

38776) A-14

(Bailett to Stockwell)

Form G. T. R. 3977

L-159-470

OVERHEAD WIRES

THIS LICENSE, effective the 11th day of November, 19 68

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation -

....., hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Michigan corporation - 212 West Michigan Avenue, Jackson, Michigan 49201

....., hereinafter called the "Licensee," to install, maintain and use a pole, guy wires and an anchor line consisting of 5 - 3/8" guy wires with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac (Mile Post 0.62)

in the County of Oakland, State of Michigan Plan L-65-68 the particular character and location of said facilities hereby licensed being indicated on the attached blue print which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said guy and anchor line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said guy and anchor line shall be installed, erected and at all times maintained at an elevation of not less than 37.5 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 10 feet from the nearest rail of any track of the Licensor, and each and all of the said guy and anchor line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 guy and anchor line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

3a. The licensee agrees that as part of the consideration for granting this license it will keep all grass and weeds mowed or otherwise cut under the guy wires and around the guy anchor herein licensed, for a distance of not less than three (3) feet, to facilitate the work of the Licensor in keeping noxious growth down on its right of way as a whole, or in lieu thereof will install protective guard post (creosoted) located adjacent to guy wires and anchor, and being five (5) feet high.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 guy and anchor

~~line~~, or by reason of the condition of said guy and anchor line and other facilities hereby licensed, or by reason of said guy and anchor line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon sixty (60) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said guy and anchor line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO. 38776 A 14

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for ^{period} ~~the first~~ ~~year of the continuation of this license,~~ ~~the sum of~~ ~~November 11, 1968 to December 31, 1969~~ **FORTY (\$40.00) DOLLARS** and thereafter, annually, in advance, the sum of **FIFTEEN (\$15.00) DOLLARS** per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

9. It is understood and agreed that the Licensee will permit Licensor to attach Licensor's Communication line to Licensee's poles at the expense of the Licensee.

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

Signed, sealed and delivered in the presence of:

Eileen J. Jaramila

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan corporation -

BY *M. J. Bennett*
Its - **Manager of Real Estate**

Willowen R. Smith

CONSUMERS POWER COMPANY, a Michigan corporation -

BY *W. L. Lee*
Its **Manager of Land and Right of Way**

T. W. APPROVALS	
<i>[Signature]</i>	LEGAL DEPT. AS TO FORM
<i>[Signature]</i>	CHIEF ENGR.
<i>[Signature]</i>	REAL ESTATE & IND. DEV. DEPT.
<i>[Signature]</i>	SUPT. OF COMM.

APPROVED AS TO FORM BY *[Signature]*

CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

FILE # 3288-WX-3
REF. # 5755

OK 9. 2011
12-3-68

LICENSE

FROM

TO

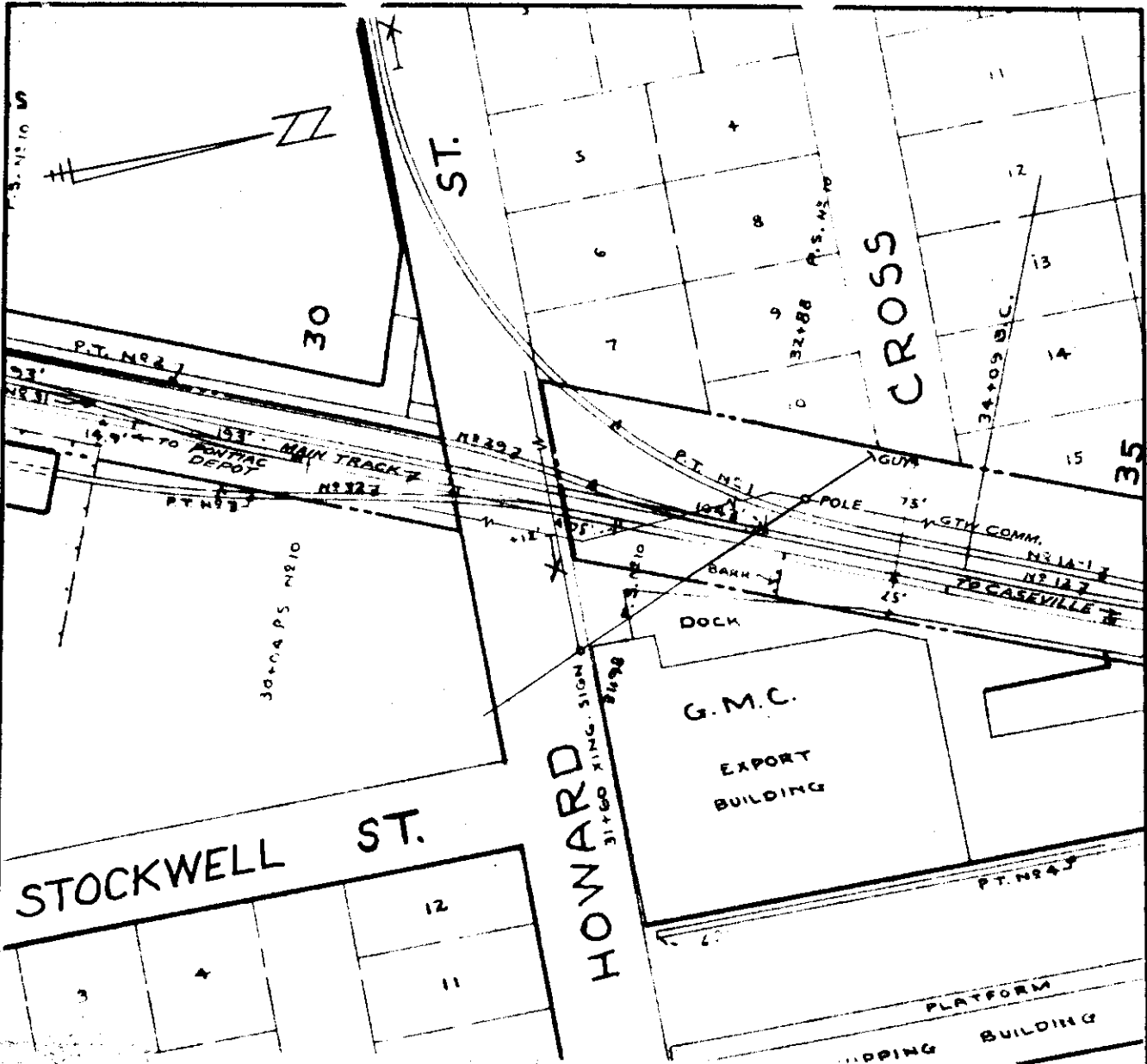
FOR

AT

Date

Expires

Rental



Prop crossing to consist of 5 - 3/8" guy wires at a height of 37.5' above top of rail and 3.0' above Railroad communications line which is to be attached to power company's pole. Wire Crossing No. 1689 M.P. 0.62

GRAND TRUNK WESTERN RAILROAD COMPANY
 Detroit DIVISION Cass City SUBDIVISION
 PONTIAC, OAKLAND COUNTY, MICHIGAN
 License
 CONSUMERS POWER COMPANY
 PLAN NO. L-65-68 October 14, 19 68
 SCALE 1"=100' FILE NO. 22A-2

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

J. S. Colton
 Engr. of Surveys & Constr.

RECORDED RIGHT OF WAY NO. 38776 A14

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0469 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 4	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 13	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 23
07	L159469	1		91685	4	091268

Payment Frequency 24	Rental 25	OH-UG 34 Code	Division 35	County 36	City or Township 38	Section 46
A	45	1	4	08	PONTIAC	

50 ✓

OMIT FOR NOW

Location																			
47																			50
MP	1	49																	

- Update Type Codes
- 1 = New Agreement
 - 2 = Revised Agreement
 - 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 92-76-A-125

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

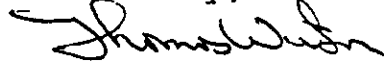
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.


Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

38776 A-15

9-9-68

OVERHEAD WIRES

#2790
THIS LICENSE, effective the 12th day of September, 1968.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation,
hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called the "Licensee," to install, maintain and use a power line consisting of 3 - 336,400 cm ACSR wires to carry 41,600 volts and 1 - 3/8" (7-0.120") galv. steel grd. wire. with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac (M. P. 1.49), in the County of Oakland, State of Michigan Flag L-51-68, the particular character and location of said facilities hereby licensed being indicated on the attached blue print which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials:

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 7.4 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 10 feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO. 3772 415

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the first year of the continuation of this license, the sum of FORTY (\$40.00) DOLLARS and thereafter, annually, in advance, the sum of FIFTEEN (\$15.00) DOLLARS per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

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

Signed, sealed and delivered in the presence of:

Edna L. Gardner

Willoween R. Smith

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan corporation -

BY *J. H. [Signature]*
Its - Manager of Real Estate

CONSUMERS POWER COMPANY, a Michigan
corporation -

BY *[Signature]*
Its - Vice President

2796-NX-6 15031

G. T. W. APPROVALS	
<i>[Signature]</i>	LEGAL DEPT. AS TO FORM
<i>[Signature]</i>	CHIEF ENGR.
<i>[Signature]</i>	REAL ESTATE & IND. DEV. DEPT.
	SUPT. OF COMET

APPROVED AS TO FORM
[Signature]
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

LICENSE

FROM

TO

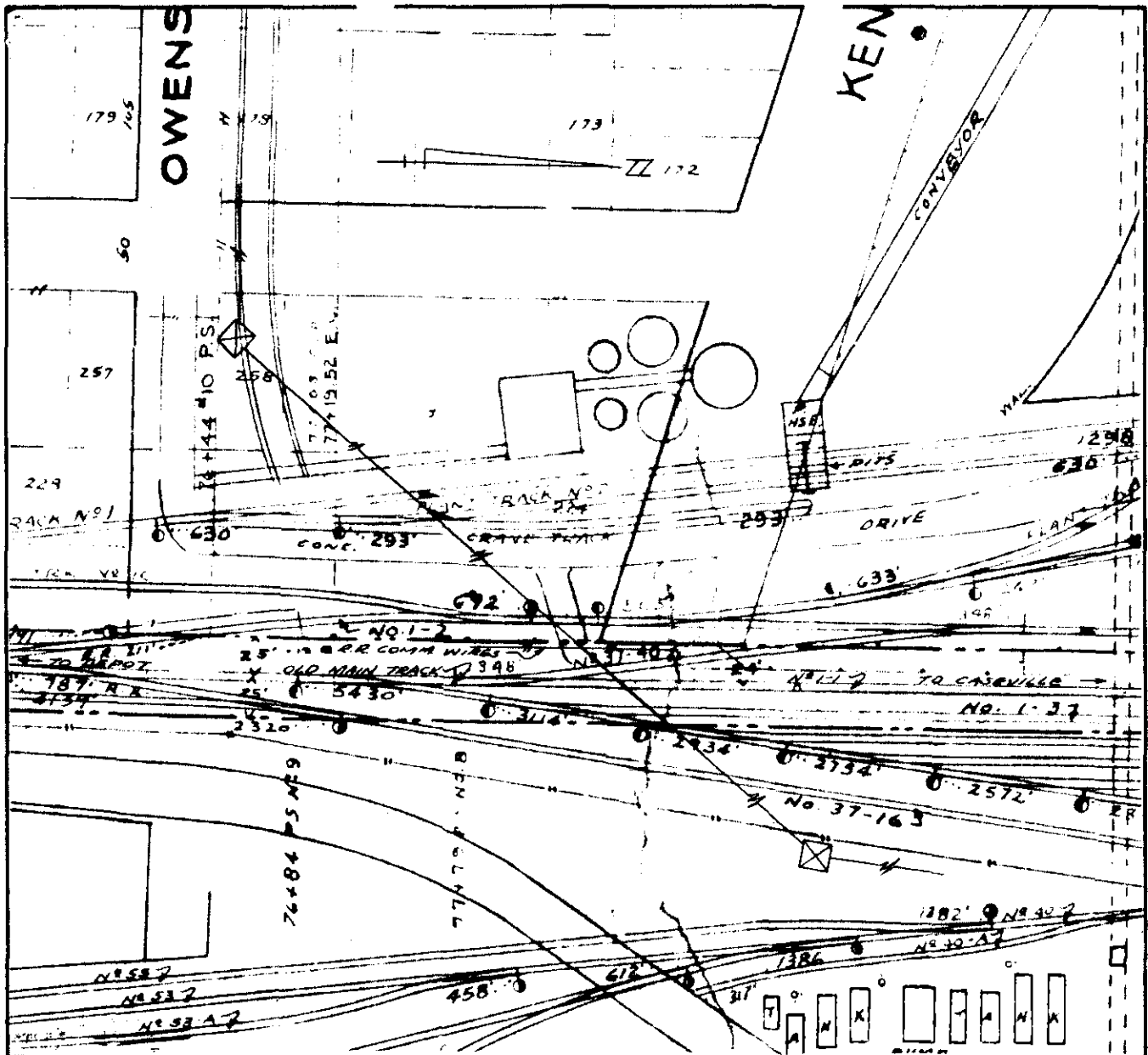
FOR

AT

Date

Expires

Rental



RECORDED RIGHT OF WAY NO. 38726 A 15

Proposed crossing to consist of 3 -
 336,400 cm ACSR wires to carry
 41,600 volts and 1-3/8" (7-0.120")
 galv. steel grd. wire. Wire with
 minimum overhead clearance of 71.4'
 above top of rail and 39.9' above
 Railroad communication wires.
 M.P. 1.49
 G.T.W. Wire Crossing No. 1685

*Oakland Co.
 City of Pontiac
 T3N R10E
 Section 20*

**GRAND TRUNK WESTERN
 RAILROAD COMPANY**

DETROIT DIVISION Cass City SUBDIVISION

PONTIAC, OAKLAND COUNTY, MICHIGAN

License

CONSUMERS POWER COMPANY

PLAN NO. I-51-68 September 9, 1968
 SCALE 1"=100' FILE NO. 22A-2

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

J. S. Collins
 Engr. of Surveys & Constr.

E-031

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0520 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 9	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 27
07	L159520	1		P2009	1	03 16 73

50 ✓

Payment Frequency 28	Rental 29 33	OH-UG 34 Code	Division 35	County 36	City or Township 38 44	Section 45
A	35 omit for New	1	4	08	PONTIAC	

Location 47 50										
MP	36.75	A	T	O	R	C	H	A	R	D

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 38776, A 14

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

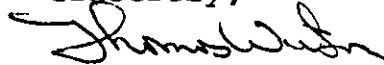
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.


Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO. 38776 A-16

3-16-73

OVERHEAD WIRES

THIS LICENSE, effective the 16th day of MARCH, 19 73.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation -

hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Michigan Corporation
212 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called the

"Licensee," to install, maintain and use a power line consisting of 3-3/0 ACSR 4800/8320 V closed and 1-4 ACSR grd. neutral wires with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac (Mile Post 36.75),

in the County of Oakland, State of Michigan, the particular character and location of said facilities hereby licensed being indicated on the attached ~~blue print~~ Plan L-14-73 which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 27.0 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 10 feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

Original Pontiac, Oakland Co
RECORDED RIGHT OF WAY NO. 58776 A16

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ~~first~~ ^{period} ~~year of the continuation of this license,~~ ^{March 16, 1973 to December 31, 1973} the sum of ONE HUNDRED THIRTY-FIVE (\$135.00) DOLLARS and thereafter, annually, in advance, the sum of THIRTY-FIVE (\$35.00) DOLLARS per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

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

Signed, sealed and delivered in the presence of:

Chine [Signature]
 XX *Carl J. Kieker*

GRAND TRUNK WESTERN RAILROAD COMPANY,
 a Michigan Corporation -
 BY *[Signature]*
 Its - Manager of Real Estate & Tax

CONSUMERS POWER COMPANY,
 a Michigan Corporation
 BY X *[Signature]*
 Its - Manager of Land & Electric

4-4-73
 R/W *ok 4/2/73*

G. T. W. APPROVALS	
<i>[initials]</i>	LEGAL DEPT. AS TO FORM
<i>[initials]</i>	CHIEF ENGR.
<i>[initials]</i>	REAL ESTATE TAX DEPT.
<i>[initials]</i>	SUPT. OF COMM.

Previously approved by the Law Department

LICENSE

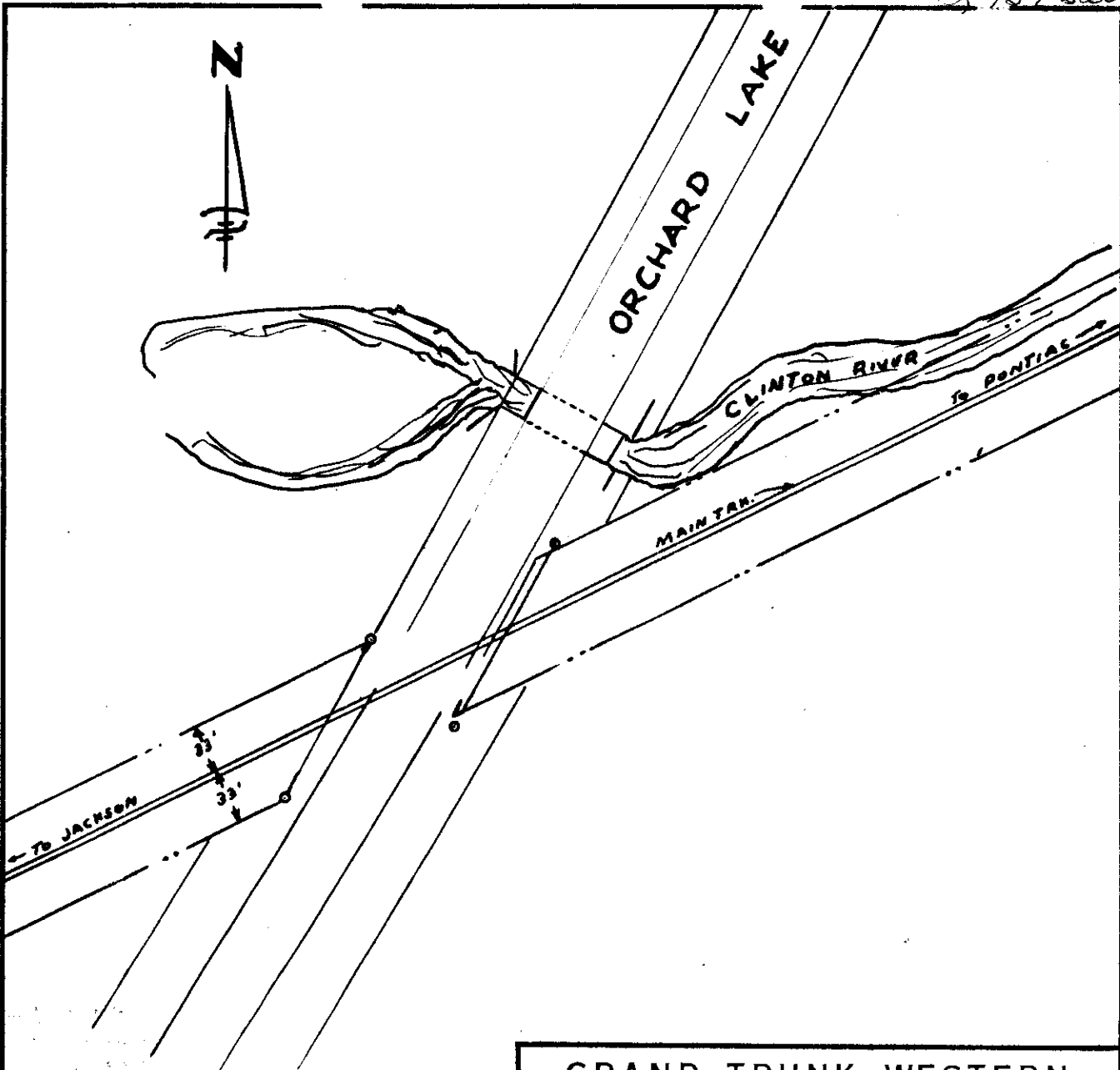
FROM

TO

FOR

AT

Date
 Expires
 Rental



PROPOSED CROSSING TO CONSIST OF:

- 3 - 3/0 ACSR - 4800/8320 V closed and
 - 1 - 4 ACSR - grd. neutr. wires
- with an overhead clearance of 27.0' above top of rail and 8.1' above comm. line at

M.P. 36.75

Wire Crossing No. 2009

GRAND TRUNK WESTERN RAILROAD COMPANY

DETROIT DIVISION JACKSON SUBDIVISION

PONTIAC, OAKLAND COUNTY, MICHIGAN

L I C E N S E

CONSUMERS POWER COMPANY

PLAN NO. L-14-73 Feb. 21, 19 73

SCALE 1"-100' FILE NO. 12A-3

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

Facilities covered by license.

J. E. Renshaw
 Engineer of Surveys
 and Construction

RECORDED RIGHT OF WAY NO. 38776 A16

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0271 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 9	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 22
07	L159271	1		01937	1	062672

50 ✓

Payment Frequency 28	Rental 21 33	OH-UG Code 34	Division 35	County 36	City or Township 38	Section 46
A	25 omit for now	1	4	08	PONTIAC	

Location									
47	MP 37.15 AT TELEGRAPH								50

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 38776, A-17

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

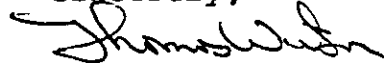
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.


Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO. 38-276, A-17

OVERHEAD WIRES

6-26-72

THIS LICENSE, effective the 26th day of June, 1972.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation -
 hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Michigan Corporation -
212 West Michigan Avenue, Jackson, Michigan 49201 hereinafter called the
 "Licensee," to install, maintain and use a power line
 consisting of 3 - #1 ACSR 4800 Volt Wires and 1 - #1 ACSR Grounded Neutral
 with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and
 tracks of the Licensor at Pontiac (Mile Post 37.15),
 in the County of Oakland, State of Michigan,
 the particular character and location of said facilities hereby licensed being indicated on the attached ~~blue print~~
 which is hereby made a part hereof. Plan L-47-72

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 11.5 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 10 feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO. 38726 A17

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ^{period} first ~~year of the continuation of this license,~~ **June 26, 1972 to December 31, 1973** the sum of **ONE HUNDRED THIRTY-FIVE (\$135.00) DOLLARS** and thereafter, annually, in advance, the sum of **THIRTY-FIVE (\$35.00) DOLLARS** per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

9. This License cancels and supersedes License effective May 1, 1957 with the Licensee.

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

Signed, sealed and delivered
in the presence of:
Cherie Kujawa

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan Corporation -
BY *[Signature]*
Its - Manager of Real Estate & Tax

XX *Willowood R. Smith*

CONSUMERS POWER COMPANY,
a Michigan Corporation -
BY **X** *[Signature]*
Its - Manager of Land and Right of Way
7-25-72
7-24-72
OK
EWH

G. T. W. APPROVALS	
<i>[Signature]</i>	LEGAL DEPT. AS TO FORM
<i>[Signature]</i>	CHIEF ENCR.
<i>[Signature]</i>	REAL ESTATE TAX DEPT.
<i>[Signature]</i>	SUPT. OF COMM.

LICENSE

FROM

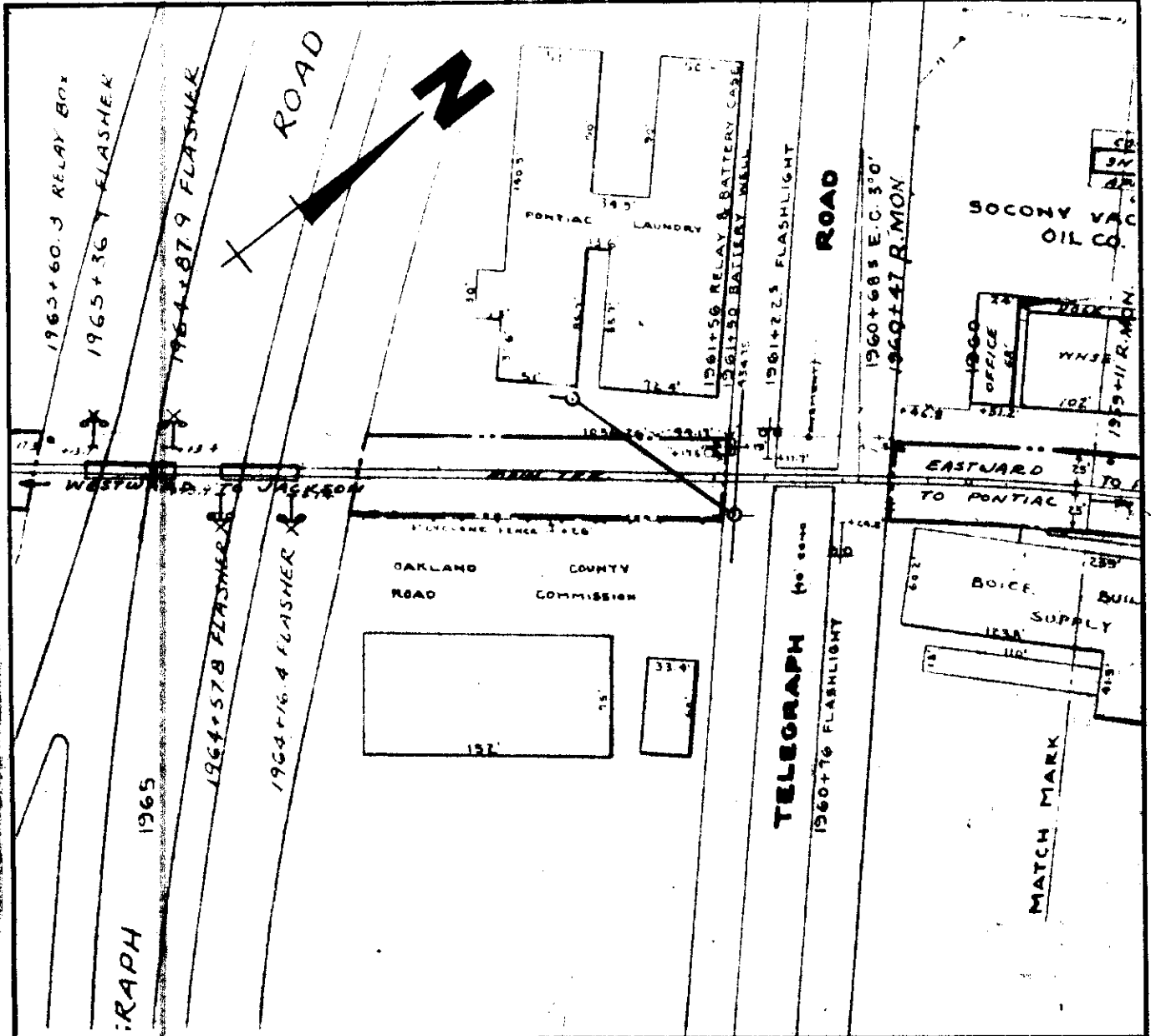
TO

FOR

AT

Date
Expires
Rental

8-159-271



PRO. WIRE CROSSING TO CONSIST OF
 3 #4 ACSE 4800 VOLT WIRES & 1 #4
 ACSE GROUNDED NEUTRAL. WIRE
 CLEARANCE TO BE 41.5'± ABOVE T/R
 & 10'± ABOVE R.R. COMM. LINES.
 M.P. 37.15
 WIRE CROSSING NO. 1937

**GRAND TRUNK WESTERN
 RAILROAD COMPANY**
 DETROIT DIVISION JACKSON SUBDIVISION
 PONTIAC, OAKLAND COUNTY, MICHIGAN
 LICENSE
 CONSUMERS POWER COMPANY
 PLAN NO. L-47-72 JUNE 20 1972
 SCALE 1" - 100' FILE NO. 12A-3

BOUNDARIES OF G.T.W. R.R. CO. ————
 FACILITY COVERED BY LICENSE ————

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

RECORDED RIGHT OF WAY NO. 38776 A17

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

1570497 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 4	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 27
07	L159497	1		P1849	1	021171

50 ✓

Payment Frequency 28	Rental 29 33	OH-UG 34 Code	Division 35	County 36	City or Township 38 40	Section 45
A	25	1	4	08	PONTIAC	

OMIT FOR NOW

Location																			
47									50										
MP	36	01	H	O	U	S	T	O	N	A	N	D	L	U	L				

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
- Service Planning
- System Engineering
- Transmission & Distribution

RECORDED RIGHT OF WAY NO. 257269 1-18

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

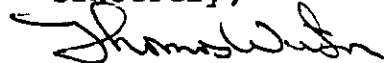
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.


Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED HIGH ON MAY NO. 38776 4-18

2-11-71

OVERHEAD WIRES

THIS LICENSE, effective the 11th day of February, 1971

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation -

hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Michigan Corporation -
212 West Michigan Avenue, Jackson, Michigan 49201

hereinafter called the "Licensee," to install, maintain and use a power line consisting of 1 - #4 ACSR wire to carry 4800 Volts Grd. & 1 - #4 ACSR grounded neutral with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac (Mile Post 36.01)

in the County of Oakland, State of Michigan, the particular character and location of said facilities hereby licensed being indicated on the attached blue print which is hereby made a part hereof. Plan L-3-71

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 35.8 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 10 feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO. 387726 A18

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ^{period} ~~first~~ ~~year of the continuation of this license, the sum of~~ ~~February 11, 1971 to December 31, 1971~~ SEVENTY-FIVE (\$75.00) DOLLARS and thereafter, annually, in advance, the sum of TWENTY-FIVE (\$25.00) DOLLARS per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

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

Signed, sealed and delivered in the presence of:
Clarence Kupperman

GRAND TRUNK WESTERN RAILROAD COMPANY,
 a Michigan Corporation -
 BY *[Signature]*
 Its - Manager of Real Estate & Tax

II *William R. Smith*

CONSUMERS POWER COMPANY,
 a Michigan Corporation -
 BY *[Signature]*
 Its - Manager of Land and Right of Way

G. T. W. APPROVALS	
<i>[Signature]</i>	LEGAL DEPT. AS TO FORM
<i>[Signature]</i>	CHIEF ENCR.
<i>[Signature]</i>	REAL ESTATE TAX DEPT.
<i>[Signature]</i>	SUPT. OF C.M.M.

MAR 8 1971

OK J.M. 3-8-71

LICENSE

FROM

TO

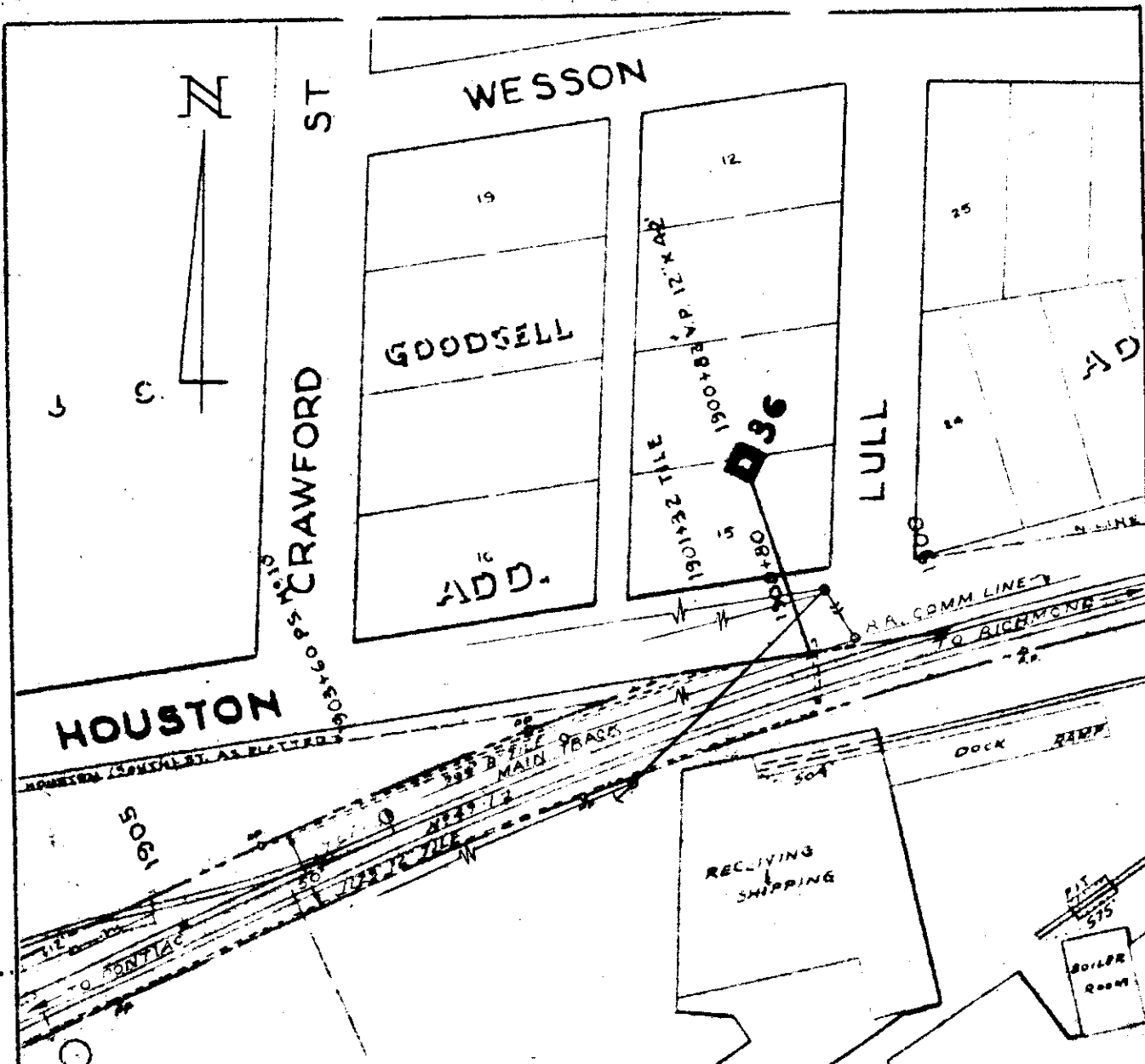
FOR

AT

Date

Expires

Rental



PRO. CROSSING TO CONSIST OF 1 - #4
 ACSR WIRE TO CARRY 4800 VOLTS GRD.
 AND 1 - #4 ACSR GROUNDED NEUTRAL
 WITH A MINIMUM OVERHEAD CLEARANCE
 OF 35.8' ABOVE TOP OF RAIL AND 20.2'
 ABOVE R.R. COMM. LINE @ 60°F
 G.T.W. WIRE CROSSING NO. 1849
 M.P. 36.01

**GRAND TRUNK WESTERN
 RAILROAD COMPANY**
 DETROIT DIVISION JACKSON SUBDIVISION
 PONTIAC, OAKLAND COUNTY, MICHIGAN
 LICENSE
 CONSUMERS POWER COMPANY

PLAN NO. L-3-71 FEBRUARY 2 1971
 SCALE 1" - 100' FILE NO. 12A-3

BOUNDARIES OF G.T.W. R.R. CO. _____
 FACILITY COVERED BY LICENSE _____

E. Rosenkrantz
 Engr. of Surveys & Constr.

RECORDED RIGHT OF WAY NO. 38776 A18

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0482 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 9	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 11 15	R.X. NO. OR MAP NO. 16 20	Facility 21	Agreement Date 22 27
07	L159482	1		PERMIT	7	120569

Payment Frequency 28	Rental 29 33	OH-UG Code 34	Division 35	County 36	City or Township 38 44	Section 45
X	XXXXX	-	4	08	PONTIAC	

	Location 47 80	
	CLEAN OUT RR DITCH, FOR PONTIAC SER CENTR	CANCELLED

- Update Type Codes
- 1 = New Agreement
 - 2 = Revised Agreement
 - 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

LICENSE GENERAL FORM

Dated the 23rd day of April, 1970, but effective for all purposes as of the THIS LICENSE, effective the 5th day of December, 1969.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation -

hereinafter called the "Licensor," licenses and permits CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called the "Licensee," to make use of a portion of the property of the Licensor

at Pontiac, County of Oakland, State of Michigan, in the location indicated in red on the attached Plan L-73-69 blue print which is hereby made a part hereof, for the sole purpose of cleaning out of Licensor's drainage ditch.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee.

1. The Licensee shall furnish and do at the Licensee's own cost and expense any and all things herein permitted, or that the Licensee is herein bound to do.

1. (a) The Licensee agrees that the sodded slopes on Licensor's embankment will not be disturbed while Licensee is cleaning out said drainage ditch.

1. (b) The Licensee further agrees that all materials removed from said ditch will be deposited on Licensee's property.

1. (c) The Licensee further agrees to give seventy-two (72) hours advance notice (excluding Saturdays, Sundays and Holidays) to Licensor's Engineer of Surveys and Construction, Mr. J. S. Colton, at Detroit, Michigan, at 962-2260, thereby permitting Licensor to assign an inspector. Licensee further agrees to reimburse Licensor for inspection charges on receipt of bills therefor from the Licensor.

2. All work herein contemplated to be done by the Licensee shall be done, and the facilities and property covered by this license shall thereafter be maintained in perfect condition of repair, to the entire satisfaction of the Chief Engineer of the Licensor, and when any work hereunder is completed, the Licensor's property and right of way will be left in a smooth and level condition.

3. The Licensee hereby undertakes and agrees to indemnify and save the Licensor harmless of and from all claims, demands and rights of action of every name, nature and description, whether arising under State or Federal statutes, or at common law, for injury or alleged injury to persons whether employees of the Licensor, or to the Licensee, or to employees of the Licensee, or to third parties, and damage or alleged damage to property regardless of to whom it may belong or in whose custody it may be, arising through, on account of, or out of the license herein granted, no matter how caused, 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.

4. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention; any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner at Detroit, Michigan, 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.

5. On the expiration, revocation or cancellation hereof, the Licensee agrees, at Licensee's own expense, to remove all Licensee's material from the premises of the Licensor and to leave the same in a neat, clean and level condition. If not so done within twenty (20) days, the Licensor may perform the work above described, the expense of which will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

6. For the privileges herein contained the Licensee agrees to pay the Licensor in advance the sum of abide by the covenants and premises contained herein.

7. This license will cancel and supersede license dated September 5, 1969 with the Licensee.

Y
n
t
ll
or
RECORDED RIGHT OF WAY NO. 38776, A-19
J. S. Colton (Licensor)

IN WITNESS WHEREOF, the parties hereto have executed the within license, through their duly authorized officials, effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan corporation -
BY *[Signature]*
Its - Manager of Real Estate

[Signature]

CONSUMERS POWER COMPANY,
a Michigan corporation -
BY *[Signature]*
Its - Manager of Land and Right of Way

[Signature]

G. I. W. APPROVALS
LEGAL DEPT. AS TO FORM
CHIEF ENGR.
REAL ESTATE TAX DEPT.
SUPT. OF COMM.

APPROVED AS TO FORM
[Signature]
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

ck: k
5/17c

RECORDED RIGHT OF WAY NO. 38776, A-19

LICENSE

FROM

TO

FOR

AT

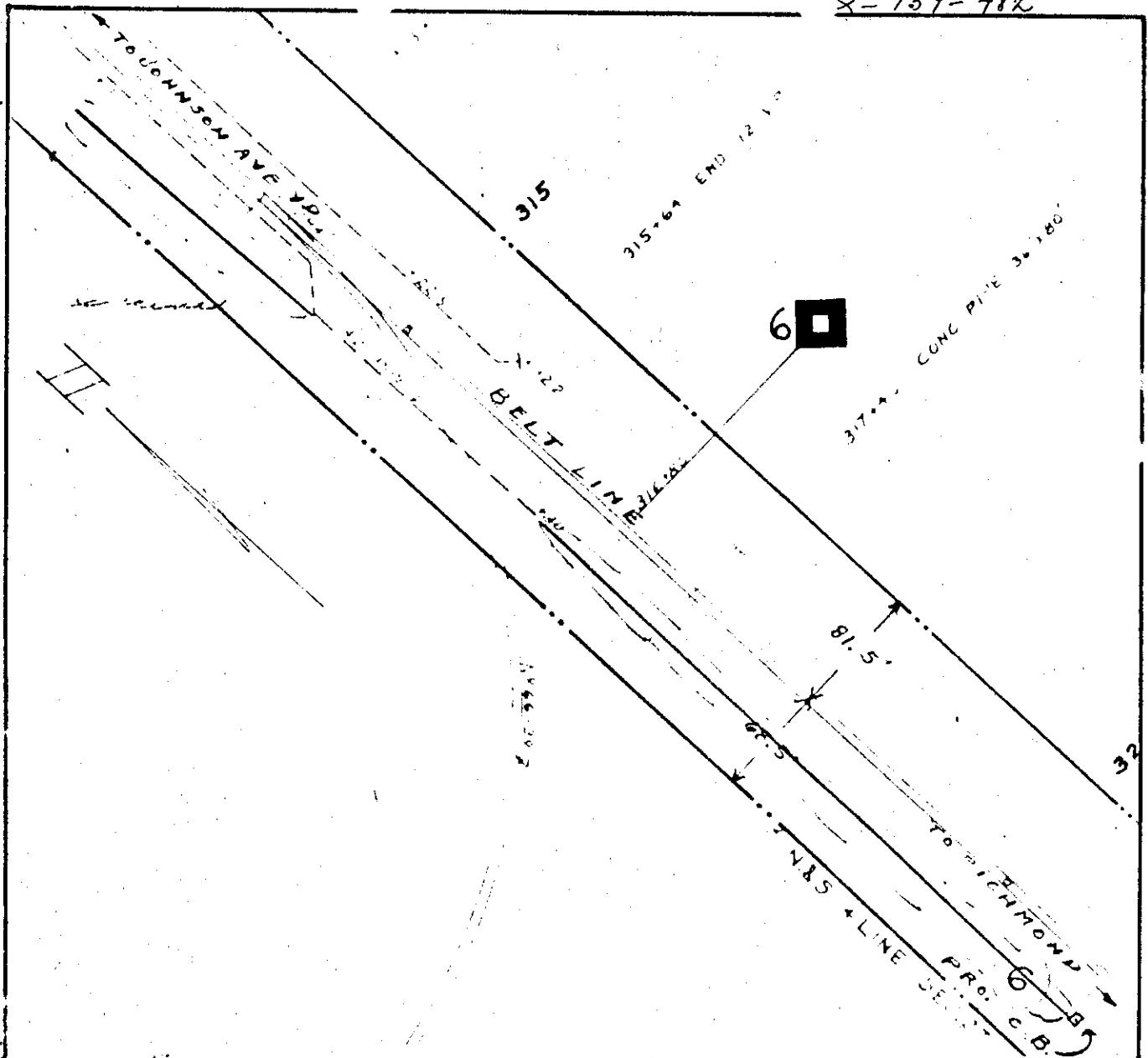
Date

Expires

Rental

Series of horizontal dashed lines for recording details.

L-159-482



**GRAND TRUNK WESTERN
RAILROAD COMPANY**
 DETROIT DIVISION HOLLY SUBDIVISION
 PONTIAC, OAKLAND COUNTY, MICHIGAN
 LICENSE
 CONSUMERS POWER COMPANY
 PLAN NO. L-73-69 September 3, 19 69
 SCALE 1" = 100' FILE NO. 71-2A

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

J.S. Bolton
 Sur. of Surveys & Constr.

RECORDED RIGHT OF WAY NO.

387261 A-19

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 4	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 17
07	A-27-66	1		LEASE	7	062066

Payment Frequency 24	Rental 27 33	OH-UG Code 34	Division 35	County 36	City or Township 44	Section 45
X	X X X X X	-	4	08	PONTIAC	

Location 47 50																																							
S	I	D	E	T	R	A	C	K	A	T	P	O	N	T	I	A	C	S	E	R	V	I	C	E	C	E	N	T	E	R	C	A	N	C	E	L	L	E	D

- Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 350726 A-300

(Original Service Contract)
Side Track Agreement

6-20-66

Form 1551

This Agreement ~~made this~~ effective the Twentieth day of

June in the year 1966

By and Between THE GRAND TRUNK WESTERN RAILROAD COMPANY

hereinafter called

"the Railway," of the first part, and

CONSUMERS POWER COMPANY

hereinafter called "the Industry" of the second part.

Witnesseth, whereas the Industry, for the economical and convenient conduct of the Industry's business, desires a railway spur or siding (hereinafter called the "siding") into the Industry's premises, ~~and~~

~~thereby~~ it is hereby covenanted and agreed by and between the parties hereto, as follows, that is to say:—

1. The Industry shall, at the cost of the Industry, provide all right of way outside of the lands of the Railway, and complete all works of grading (including culverts and trestlework) which the Superintendent of the Railway in charge of that portion of its railroad may deem necessary for a railway siding

1200 feet in length (being 270 feet on and 1010 feet outside of the lands of the Railway) from the line of the Railway at or near its Station at Pontiac in the County of Oakland and State of Michigan the position of the said siding being as shown by the broken white line on the plan hereunto annexed, which is hereby declared to be part and parcel of this agreement and is identified by the signatures of the parties hereto.

2. With the payment of ~~_____~~ dollars, to be paid to the Railway by the Industry, the Railway will furnish the necessary labor and material required in the installation of that portion of the said side track located between the switch and clearance points, to wit, between points A and B, ~~_____~~ feet in length. During this agreement the Railway will repay the Industry the said amount of ~~_____~~ dollars (or such amount as shall be found to be the actual cost of all labor and material required in the installation of said ~~_____~~ feet of track) by paying to the Industry, monthly, sums equivalent to \$2.00 per car, on each carload shipment consigned to or shipped by the Industry and handled over said siding on which traffic the Railway shall receive other than switching revenue; such payment of \$2.00 per car, as above described, to be effective on consecutive shipments handled over said siding. Claim for any said refund, giving car number, initials, etc., and date handled, is to be presented to the Railway by the Industry before the Railway is under any obligation to make refund under the provisions hereof. After the Industry has received, or is entitled to receive in this way, the said sum of ~~_____~~ dollars (or such amount as shall be found to be the actual cost of all labor and material required in the installation of said ~~_____~~ feet of track), the Railway will thereby be vested with the ownership of that portion of said siding shown between points A and B, to wit, ~~_____~~ feet in length, and proportionate ownership therein to whatever extent refunds may have been made hereunder.

RECORDED RIGHT OF WAY NO. 38772 P-30

See

2. With the payment of \$6800.00 dollars, to be paid to the Railway by the Industry, the Railway will furnish the necessary labor and material required in the installation of that portion of the said side track located between the switch and right of way line, to wit, between points A and B, 270 feet in length. During this agreement the Railway will repay the Industry the said amount of \$6800.00 dollars by paying to the Industry, monthly, sums equivalent to \$5.00 per car, on each carload shipment consigned to or shipped by the Industry and handled over said siding on which traffic the Railway shall receive other than switching revenue; such payment of \$5.00 per car, as above described, to be effective on consecutive shipments handled over said siding. Claim for any said refund, giving car number, initials, etc., and date handled, is to be presented to the Railway by the Industry before the Railway is under any obligation to make refund under the provisions hereof. At any given time, the extent of the Railway's ownership in that portion of said siding shown between points A and B shall be in such proportion to the whole of said portion of the siding as the total amount of such refunds theretofore paid to the Industry bears to the sum of \$6800.00.

3. The Industry, at its own cost and expense, agrees to furnish and install approximately 170 feet of 42-inch bell and spigot railroad reinforced concrete culvert pipe specification C-76-Class 5 in the existing drainage ditch, as well as relocate approximately 120 feet of existing 12-inch vitrified pipe westerly so as to tie into the 42-inch run of pipe, it being understood and agreed that the type of pipe installation and relocation work will be subject to the acceptance and approval of Railway's Chief Engineer.

3a. The Industry agrees that it will immediately notify the Railway of any change in its corporate name, or if it sells its business to another. It is agreed that, in event of failure to so notify, the Industry shall continue to be bound by all obligations hereunder. It is also agreed that, when notification is given, the Industry shall be bound by all obligations arising prior to such notification.

RECORDED RIGHT OF WAY NO. 38-776

4-00

16
4. It is agreed that the amount of \$6800.00 dollars totalling \$6800.00 dollars, mentioned in clause **two (2)** hereof, respectively, is/are/to be paid to the Railway by the Industry before any work is to be undertaken hereunder. ~~It is further agreed that this/each of these/amount is/are/reached by estimate and each or both is/are/apt to vary more or less. In any instance, should the actual cost prove to be a different sum from that estimated, then adjustment will be made between the parties hereto on the basis of the actual cost. It is further agreed that as a portion of the said actual cost of labor and material to be furnished by the Railway, the Railway is to add to said sum ten per cent (10%) to the labor cost, to cover supervision and use of tools, and fifteen per cent (15%) to the material cost, to cover transportation and handling of materials.~~

5. The Industry, at its own expense, agrees to furnish all labor and material required in the installation of the balance of the siding covered hereby to wit, between points **B** and **C**, **1010** feet in length, ~~All work done by the Industry is to be done under the supervision of a representative of the Railway, the Industry to assume and pay the Railway the cost of such supervision. All material furnished by the Industry in installation, maintenance, etc., will be subject to the acceptance and approval of the Chief Engineer of the Railway.~~ *Including suitable workmen's walkways.*

6. The Railway, at its own expense, agrees to maintain and repair the **270** feet of track shown between points **A** and **B**. The Industry, at its own expense, agrees to maintain and repair and keep clear of snow, ice, and obstacles in a manner and condition satisfactory to the Superintendent of the Railway, the balance of the siding covered hereby, to wit, between points **B** and **C**, **1010** feet in length. If not so maintained by the Industry, the Railway may refuse to operate thereover and cars arriving for the Industry thereafter shall be considered as delivered to the Industry when placed on the Railway's public team track.

(22'6") 7. The Industry shall keep said track clear of obstructions, and shall not place or allow any temporary or permanent structure or other obstruction of any kind within the space of six feet (6') laterally from the near rail of said track, or within the space of twenty-two ~~feet~~ **six inches** above the top of rail of said track (being the standard clearances of the Railway).

8. The Industry shall hold harmless, the Railway from any and all liability for loss of life or damage or injury to property or persons (including employees of either of the parties hereto), arising by reason of, or which in any way results from the erection of structures or obstructions at clearances less than standard.

9. Except only as the parties hereto shall in writing stipulate otherwise, all provisions herein as to the aforementioned track shall apply to any and all additions thereto or extensions thereof; and plans or prints showing such additions or extensions may, at the option of the Railway, be by it annexed hereunto or to its original hereof, and shall thereby become and be a part of this agreement.

10. The Railway may use said side track, without cost to it, for general railroad purposes, and expressly reserves the right to connect said side track with other tracks for its own use or that of third parties, provided said use and connections shall not interfere with the reasonable use of the track which is/are/the subject of this agreement, for the business of the Industry. In the event of such use to serve other patrons of the Railway, or as a connection with other tracks owned or used by the Railway, there shall be an adjustment in the Industry's expense of maintenance as between the Industry and such other patron or patrons.

11. No assignment or transfer of any rights or privileges hereunder by the Industry shall be valid unless the consent of the Railway is obtained in writing thereon. The Industry may, upon receipt of the Railway's consent in writing, permit the use of the siding by other parties, the rates or charges for such use to be agreed between the Industry and such other parties, subject to the approval of the Railway. The arrangement entered into must not be inconsistent with the terms of this siding agreement, provided, however that insofar as the responsibility of the Industry to the Railway under the terms of this siding agreement is concerned, the traffic of such other parties will be considered as the traffic of the Industry.

12. It is understood that the movement of railroad locomotives involves some risk of fire, and the Industry assumes all responsibility for and agrees to indemnify the Railway against loss or damage to property of the Industry or to property upon its premises, regardless of negligence of the Railway, or any of its employees, arising from fire caused by locomotives operated by the Railway on said track or in its vicinity for the purpose of serving said Industry except to the premises of the Railway and to rolling stock belonging to the Railway or to others and to shipments in the course of transportation.

The Industry also agrees to indemnify and hold harmless the Railway for loss, damage or injury from any act or omission of the Industry, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or about said track; and if any claims or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

13. All switches connecting the said siding with the Railway's tracks shall be under the sole control of the employees of the Railway.

14. The Industry shall observe and obey all reasonable regulations of the Railway respecting the use of the said siding and switches, and all regulations respecting the working of the Railway with regard to such use.

RECORDED RIGHT OF WAY NO.

25776
1-20

15. The Industry shall, at the cost of the Industry, procure and at all times keep alive all necessary and proper leave and authority for the construction, maintenance, working and use of the said siding in accordance with the terms of this agreement, upon, along and across all highways, streets, roads or lanes, present or future, crossing or in the line thereof, and at all times make and maintain (up to and with all statutory and other requirements thereat) all crossings and approaches at all such highways, streets, roads or lanes. Further, the Industry will pay, and hold the Railway harmless from all taxes of whatever kinds or nature (including those payable in respect of drainage or for local improvements) which shall be assessed or levied by any authority, or for any purpose upon the lands ^{other than the lands of the Railway} used and occupied by and for the right of way for said siding.

16. The Industry shall protect the tracks of the Railway from cattle and other animals escaping thereupon from such portion of the said siding as may be outside of the lands of the Railway ^{located on its property}

17. The Railway shall be at liberty to alter the position of the said siding if necessary for its purposes.

18. It is agreed that in case the grades of the tracks of the Railway and streets over the said siding shall be about to be separated during this agreement, rendering further connection between the said tracks and any portion of said siding more difficult or more expensive or impossible to maintain without physical changes, then in that case, upon thirty (30) days previous notice to that effect in writing by the Railway to the Industry, this agreement shall be cancelled and terminated.

19. This agreement shall continue for one year from the date hereof and thereafter at the will of the parties, provided that either party may at any time after the date hereof terminate it on two calendar months' notice in writing to the other; such notice may be given by the Railway by mailing the same to the Industry in a registered letter, addressed to the Industry at **Jackson, Michigan**, and such notice to the Railway is to be given by the Industry by mailing the same in a registered letter, addressed to the General Manager of the Railway at Detroit, Michigan.

20. On the termination of this agreement, either by lapse of time or otherwise, or if there should be any default in the performance of any of the covenants or obligations hereby imposed upon the Industry, the Railway shall forthwith and henceforth have the right without previous notice to the Industry, to take up all the side rails, switches, frogs, fastenings and signals, and iron or steel work and all other materials and property belonging to the Railway in the said siding and such right shall continue until the expiration of three months notice in writing, from the Industry to the Railway, to take up and remove the said rails and other materials, and upon such removal all rights of the Industry hereunder shall, thereupon forever cease.

21. In the event of the termination of this agreement, for any cause whatsoever, the Railway, if it desires to use the portion of said side track beyond the clearance point, located upon its right of way or property, shall within thirty (30) days after such termination, pay to the Industry the then fair value of the track material belonging to the Industry in such portion of the track. If the Railway does not desire to use such portion of said track, it shall so notify the Industry, in writing, within thirty (30) days after such termination, and the Industry shall thereupon be entitled to remove and dispose of the track material belonging to it upon the Railway's right of way, beyond the clearance point, within thirty (30) days thereafter.

22. The provisions of this agreement shall bind and shall inure to the benefit of the successors and assigns of the Railway and the heirs, executors, administrators and successors of the Industry and the word "Industry" in this agreement shall be read "Industries" when more than one person or party constitute the party of the second part thereto.

23. The Industry, at its own expense, agrees to install and thereafter maintain, repair and renew a suitable bumping post at the end of the siding covered hereby, the type and construction of which bumping post is to be subject to the approval and acceptance of the Chief Engineer of the Railway.

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

GRAND TRUNK WESTERN RAILROAD COMPANY

J. Flou
Witness to Railway's signature

By [Signature]
Its - Industrial Development Manager

CONSUMERS POWER COMPANY

x Bernadette J. Sarata

By x [Signature]
Its - P. BRIGGS
EXECUTIVE VICE PRESIDENT,

x E. M. Henderson
Witness to Industry's signature

RECORDED RIGHT OF WAY NO. 267267 A-20

ok-46
9-12-66

WLR
ADW

[Signature]
D 7/7/66

APPROVED
[Signature]
CHIEF ENGINEER
G.T.W. RR.

APPROVED AS TO FORM
[Signature]
CONSUMERS POWER COMPANY

**Detroit
Edison**

To: Records Center June 26, 1990
 From: Brenda L. Golson
 Corporate Real Estate Services
~~XX~~

Subject: Grand Trunk Western Railroad Company, BO 3698, RX 4531
 Southeast Quarter of Section 8, Walton Road and Grand Trunk
 Western Railroad Tracks, 450' East of Price Road, Pontiac
 Township, Oakland County, Michigan

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.


A21

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 4	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 22
07	1590344	1	38776	4531	4	081765
Payment Frequency 23	Rental 24	OH-UG Code 33	Division 34	County 35	City or Township 36	Section 37
A	85	1	4	08	PONTIAC	08

Location										
41	WALTON RD - GT TRACKS - 450' E PRICE									30

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

~~XX~~
~~XX~~

Approved: 
 Thomas Wilson, Real Estate Associate
 cc: Accounts Payable
 Service Planning C. Van Paris
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 38776 Part One
 See: A-21



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

April 19, 1990

Mr. W. LaMasters
Engineer of Surveys and Construction
Grand Trunk Western Railroad Company
1333 Brewery Park Boulevard
Detroit, MI 48207-2699

Re: Wire Crossing Revision

Dear Mr. LaMasters:

The Detroit Edison Company requests your approval to the reconstruction of an overhead wire crossing of your property, in the SE 1/4 of Section 8, City of Pontiac, Oakland County, Michigan.

1. Location: At Walton Road, 450' East of Price Road
2. Edison Project No.: BO ~~0692~~ RX 4531
3. This is a reconstruction of an existing crossing (previous agreement date: August 17, 1965, former Consumers Power file no. 3063-WX-19)
4. Your location no. 159 344
5. Please indicate your:
 - R.R. Valuation Station No. _____
 - R.R. Mile Post No. _____
 - Will a Flagman or Inspection be required _____

All construction will be done in accordance with specifications of the Michigan Public Service Commission and all applicable codes and laws.

Michigan law requires you to respond within 90 calendar days of the receipt of this request. If you have any questions, please contact Brenda L. Golson our Real Estate Coordination Specialist, Railroads on (313) 237-8316.

Sincerely,

Thomas Wilson
Real Estate Associate

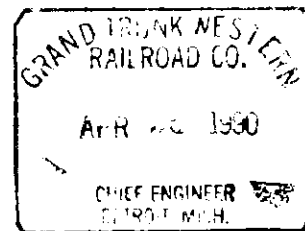
TW/blg
attachments
cc: C.VanParis

RECORDED RIGHT OF WAY NO.

38778-A-21

L-159-344

Office of Engineer, Surveys & Construction
Detroit, Michigan



Date: 4/22/90

File:

Application for Wire Crossing No: 2793

Name of Applicant: Detroit Edison Company

Letter Dated: 4-19-90

Applicant's Plan No. RX4531

Date: 4-17-90

Location: Pontiac, MI

Mile Post: 2.70

Subdivision: Cass City

Brief description of proposed crossing or encroachment:

Six - 795 MCM, 26/7 ACSR, 41.6 KV, 60 cycle, 3 phase
One - 3/8" steel ground wire

On or over Railroad property, in Street or Private Property:

Over Railroad Property

Remarks and Recommendations:

No objection to proposed reconstruction, covered by existing license.

W. LaMasters
Engineer, Surveys & Construction

Approval:

Engineer, Communications

Chief Engineer File: D 26-16-6

* Director, Industrial and Resource
Development

* Please return Approved Copy to
Office of Engineer
Surveys & Construction

RECORDED RIGHT OF WAY NO. 38776 A-21

DATA SHEET TO ACCOMPANY DRAWING RX-4531
Revision of Consumers Power
Dated: January 11, 1966
File No. 3063-WX-19, M.P.S.C. No. EC3-8-11239
One Circuit Reconductored with Larger Conductor

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of two 41.6-kV circuits, tie 2640 and tie 2621, subtransmission circuits over the Grand Trunk Western Railroad at Walton Road and G.T.W.R.R. tracks, 450 feet east of Price Road. Located in S.E. 1/4 of Section 8, Pontiac Township, City of Pontiac, Oakland County, Michigan.

Circuits

Two 41,600 volt, 60 cycle, 3 phase-3 wire circuits with one ground wire.

Towers and Crossarms

See attached drawing SDM-E25119.

Conductors

Six 795 MCM 26/7 ACSR with one 3/8" steel ground wire.

Insulators

Deadend: Nine 5 3/4" x 10" insulators
Suspension: Eight 5 3/4" x 10" insulators

Guy and Guy Attachments

None

Suspension and Deadend Details

See attached drawing ED1-7572.

Energy Delivery
CVP/fmm 04/17/90

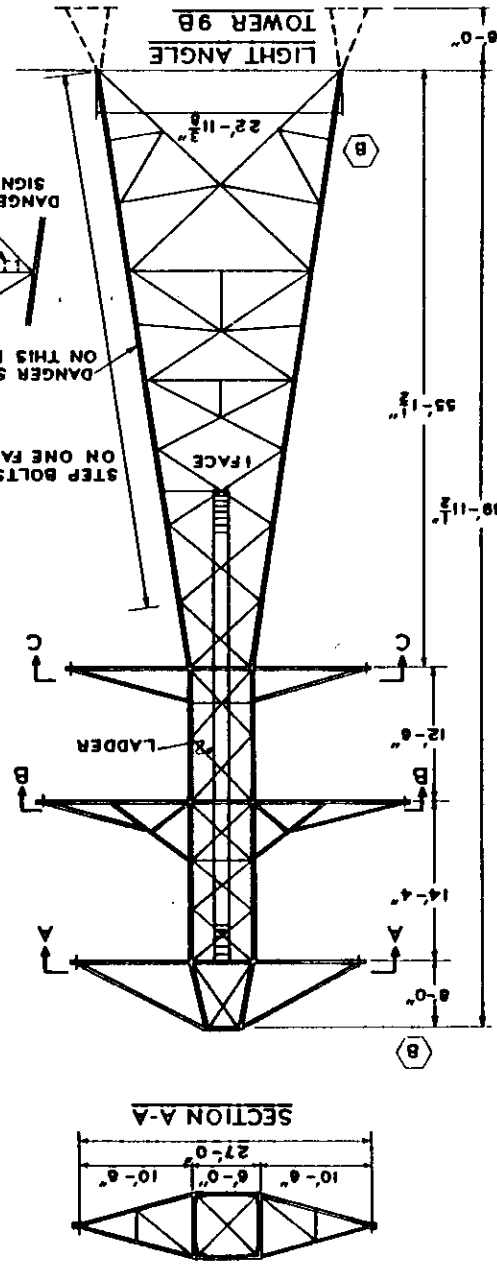
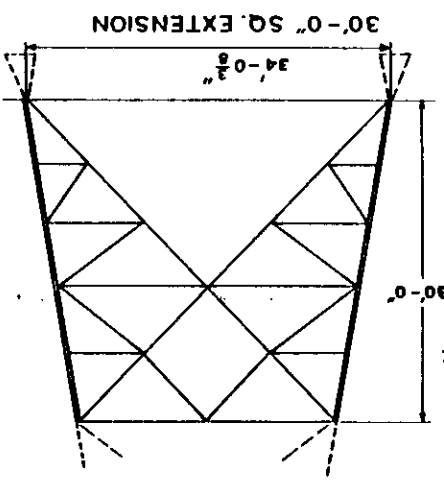
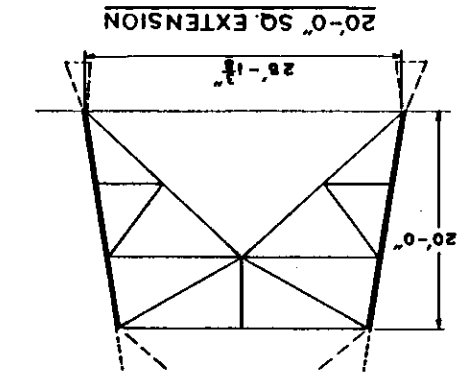
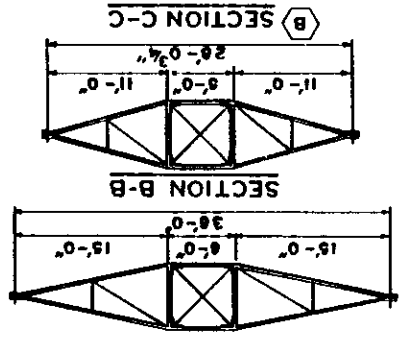
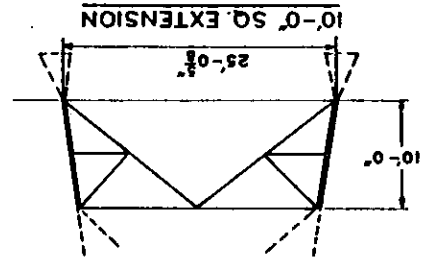
RECORDED RIGHT OF WAY NO.

38776 A-21

MARCH 1978

TRANSMISSION LINE ENGINEERING DATA

PAGE 20-282



LOADS

1. Vertical
 1 - Ground Wire @ 2200# = 2200#
 6 - Conductors @ 3400# = 20400#
 Total = 22600#

2. Transverse
 1 - Ground Wire @ 2300# = 2300#
 2 - Broken Conds. @ 1250# = 2500#
 2 - Intact Conds. @ 2050# = 4100#
 Total = 8900#

DESIGN CONDITIONS

The tower shall withstand without permanent deformation of any member.

1. Simultaneous application of loads 1, 2, 3, 4, 5 and 6 above.
2. Independent application of load 6 above.
3. Independent application of load 7 above.
4. The point of application of conductor load shall be at the end of the bracket.

WIND STRESSES

WIND ON TOWER OR SECTION - 30,000# per sq ft. including 150 - lbs. of ice.

WIND ON BRACKET - 160 LBS/FT² per sq ft. 1/8" less than that and including 150 - lbs. of ice.

WIND ON BRACKET - 100 LBS/FT² per sq ft. 1/8" greater than that and including 150 - lbs. of ice.

MATERIALS: All material galvanized per ASTM spec A153

CONNECTIONS: Bolted, 5/8" diam bolts

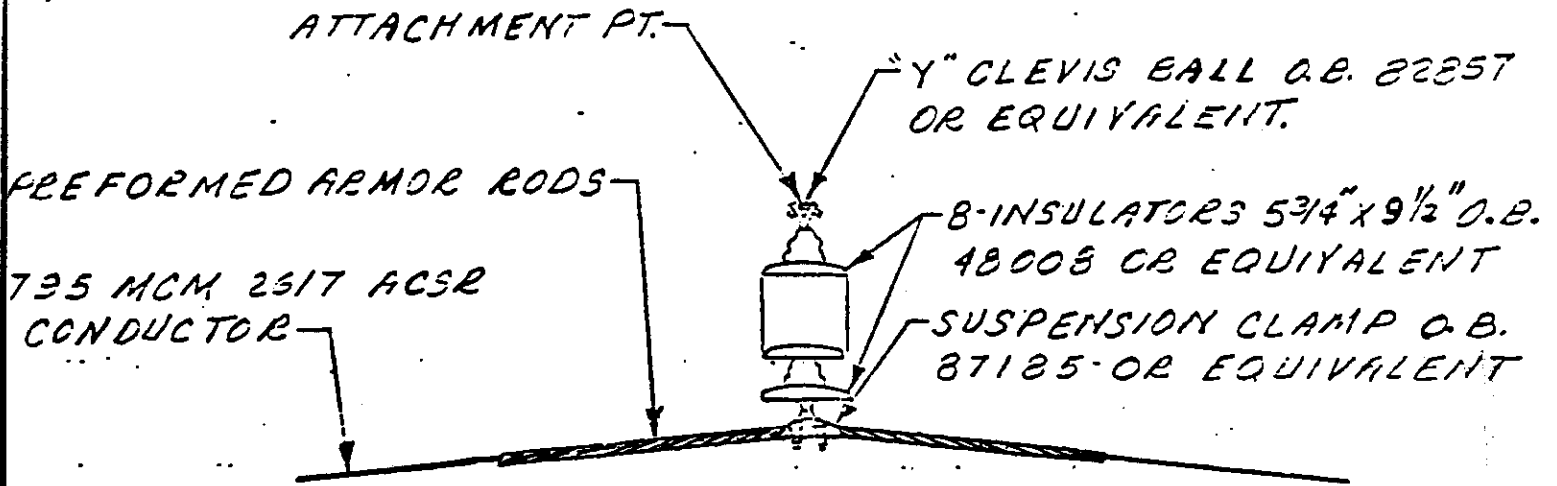
SPECIFICATIONS: The Commonwealth and Southern Corporation 4-2-77 Std Spec for Transmission Towers.

Note: Design and Details by Consumers Power Company

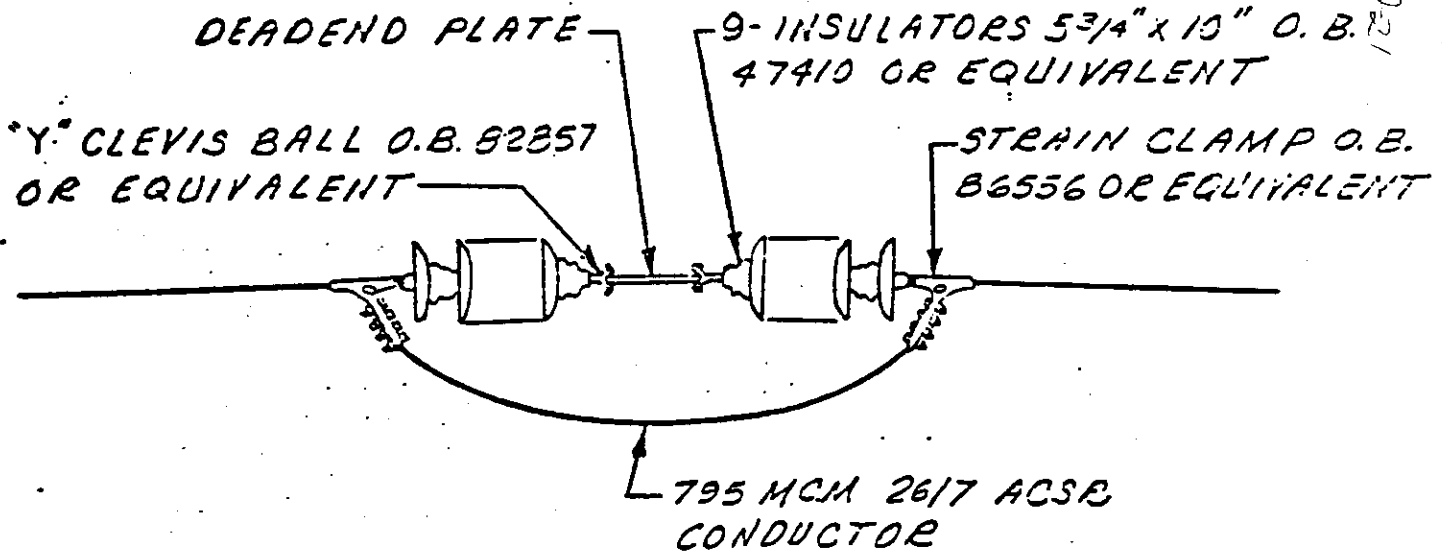
9B LIGHT ANGLE TOWER

<p>BY R.A.S. 10/10/50 CHK FFY 10/16/50 INSP CEW 12/51 TRC CVJ 2/9/51 APP. E.V. Ingalls DATE 1/2/51</p>	<p>REVISED 2-2-78 2/11/78</p>	<p>DATE 2-2-78</p>	<p>REVISED 2-2-78</p>	<p>DATE 2-2-78</p>	<p>REVISED 2-2-78</p>	<p>DATE 2-2-78</p>	<p>REVISED 2-2-78</p>	<p>DATE 2-2-78</p>	
<p>Corrected Dimensions</p>		<p>Corrected Dimensions</p>		<p>Corrected Dimensions</p>		<p>Corrected Dimensions</p>		<p>Corrected Dimensions</p>	
<p>9B LIGHT ANGLE TOWER</p>									
<p>CONSUMERS POWER CO. ELECTRIC TRANSMISSION ENGINEERING AND CONSTRUCTION DEPARTMENT JACKSON, MICHIGAN</p>									
<p>NO. SDM-E25119</p>					<p>SHEET 2</p>				

DETAILS



DEADEND ASS'Y
DETAILS



38976 A21

REV A 4-20-77 WEZ

120 KV SUSPENSION &
DEADEND ASS'Y DETAILS

APPROVED	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
JN	LAYOUT BY J. WRIGHT	DRAWN BY JLW
	DATE 5-7-71	DRAWING NUMBER
	SCALE	ED1-7572

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0344 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 3	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 11	R.X. NO. OR MAP NO. 16	Facility 21	Agreement 22 Date 27
07	L159344	1		8 R X S	4	081765

85 ✓

Payment Frequency 28	Rental 29	OH-UG Code 32	Division 35	County 36	City or Township 38	Section 45
A		1	4	08	PONTIAC	

omit for
Now

Location 47										80																	
C	O	L	G	A	T	E	T	O	S	T	R	A	T	H	M	O	R	E	T	O	W	E	R	L	I	N	E

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO.

3-27-76 P 21

OVERHEAD WIRES

L-159-344

THIS LICENSE, effective the 17th day of August, 19 65.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation, hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Maine corporation, 212 W. Michigan Avenue, Jackson, Michigan, hereinafter called the "Licensee," to install, maintain and use x power line^s

consisting of:

Wire Crossing No. 1410 - 3-795,000 CM ACSR wires to carry 41,600 volts at overhead clearance of 36' above top of rail.

Wire Crossing No. 1411 - 3-795,000 CM ACSR wires to carry 41,600 volts at overhead clearance of 41' above top of rail.

Wire Crossing No. 1409 - 1 - 3/8" Grd. wire and 6 - 795,000 CM ACSR wires to carry 41,600 volts at overhead clearance of 63' above top of rail.

Wire Crossing No. 1413 - 1 - 3/8" Grd. wire and 3 - 795,000 CM ACSR wires to carry 120,000 volts at overhead clearance of 64' above top of rail.

Wire Crossing No. 1412 - 3 - 795,000 CM ACSR wires to carry 41,600 volts at overhead clearance of 63' above top of rail.

Wire Crossing No. 1408 - 2 - 3/8" Grd. wire, 3 - 795,000 CM ACSR wires to carry 120,000 volts and 3 - 795,000 CM ACSR wires to carry 41,600 volts at overhead clearance of 48' above top of rail.

Wire Crossing No. 1407 - 2 - 3/8" Grd. wire, 3 - 795,000 CM ACSR wires to carry 120,000 volts and 3 - 795,000 CM ACSR wires to carry 41,600 volts at overhead clearance of 53' above top of rail.

Wire Crossing No. 1406 - 2 - 3/8" Grd. wire, 3 - 795,000 CM ACSR wires to carry 120,000 volts and 3 - 795,000 CM ACSR wires to carry 41,600 volts at overhead clearance of 57' above top of rail.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line^s, or by reason of the condition of said power line^s and other facilities hereby licensed, or by reason of said power line^s and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line^s and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO.

38776 A21

RECORDED RIGHT OF WAY NO.

38776 A21

period

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ~~year~~ ^{period} August 17, 1953 to December 31, 1953 the sum of ONE HUNDRED TEN (\$110.00) DOLLARS and thereafter, annually, in advance, the sum of EIGHTY-FIVE (\$85.00) DOLLARS per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

9. This license will cancel and supersede license effective July 16, 1954 with Licensee.

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

Signed, sealed and delivered in the presence of:

May Ann Davis

Willowen R. Smith

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan corporation -

BY *M. W. Bennett*
Its Real Estate & Tax Commissioner

CONSUMERS POWER COMPANY, a Maine
corporation -

BY *D. L. Reed*
Its Gen'l Land and Right of Supvr.

OK-46
8-31-53

Files #3063-WX-11, 12, 13, 17, 18, 19, 20 and 21

G.T.W. APPROVALS	
<i>9/3/53</i>	LEGAL DEPT. AS TO FORM
<i>3/5/53</i>	CHIEF ENG'R
<i>RPC</i>	REAL ESTATE & TAX DEPT.
<i>S.A.L.</i>	SUPT. OF COMM. NICH

APPROVED AS TO FORM
19/5
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

LICENSE

FROM

TO

FOR

AT

Date

Expires

Rental

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0430 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 9	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 27
07	2159430	1		P1405	4	081765

Payment Frequency 28	Rental 29	OH-UG Code 34	Division 35	County 36	City or Township 44	Section 45
A	25 <small>omit for now</small>	1	4	08	PONTIAC	

Location									
47	MP 1, 92 BTW BEVERLY AND CORNELL								30

- Update Type Codes
- 1 = New Agreement
 - 2 = Revised Agreement
 - 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 159 0430

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

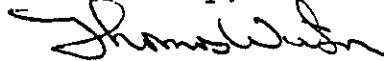
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.


Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

38776, 4.22

OVERHEAD WIRES

L-159-430

THIS LICENSE, effective the 17th day of August, 1965.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation -

hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Maine corporation, 212 W. Michigan Avenue, Jackson, Michigan

hereinafter called the "Licensee," to install, maintain and use a ^{power} line consisting of 2 - 3/8" Galv. Steel Ord. Wires, 3 - 795,000 OH ACSR wires to carry 120,000 volts and 3 - 795,000 OH ACSR wires to carry 41,600 volts with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac (M.P. 1.92)

in the County of Oakland, State of Michigan Plan L-58-65 the particular character and location of said facilities hereby licensed being indicated on the attached Appurtenances which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than sixty (60) feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of ten (10) feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED
INDEXED
38776 422

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ^{period} ~~term~~ August 17, 1965 to December 31, 1966 the sum of FORTY (\$40.00) DOLLARS and thereafter, annually, in advance, the sum of TWENTY-FIVE (\$25.00) DOLLARS per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

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

Signed, sealed and delivered in the presence of:

Mary Ann Davis

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan corporation -
BY [Signature]
Its Real Estate & Tax Commissioner

Willowent R. Smith

CONSUMERS POWER COMPANY, a Maine corporation -
BY [Signature]
Its Gen'l Land and Right of Way Supvr.

OK-46
8-31-65

G.T.W. APPROVALS	
<u>[Signature]</u>	LEGAL DEPT. AS TO FORM
<u>[Signature]</u>	CHIEF ENGR
<u>[Signature]</u>	REAL ESTATE & TAX DEPT.
<u>[Signature]</u>	DEPT. OF COMM. ICN

APPROVED AS TO FORM
[Signature]
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

File #3063-WX-10

LICENSE

FROM

TO

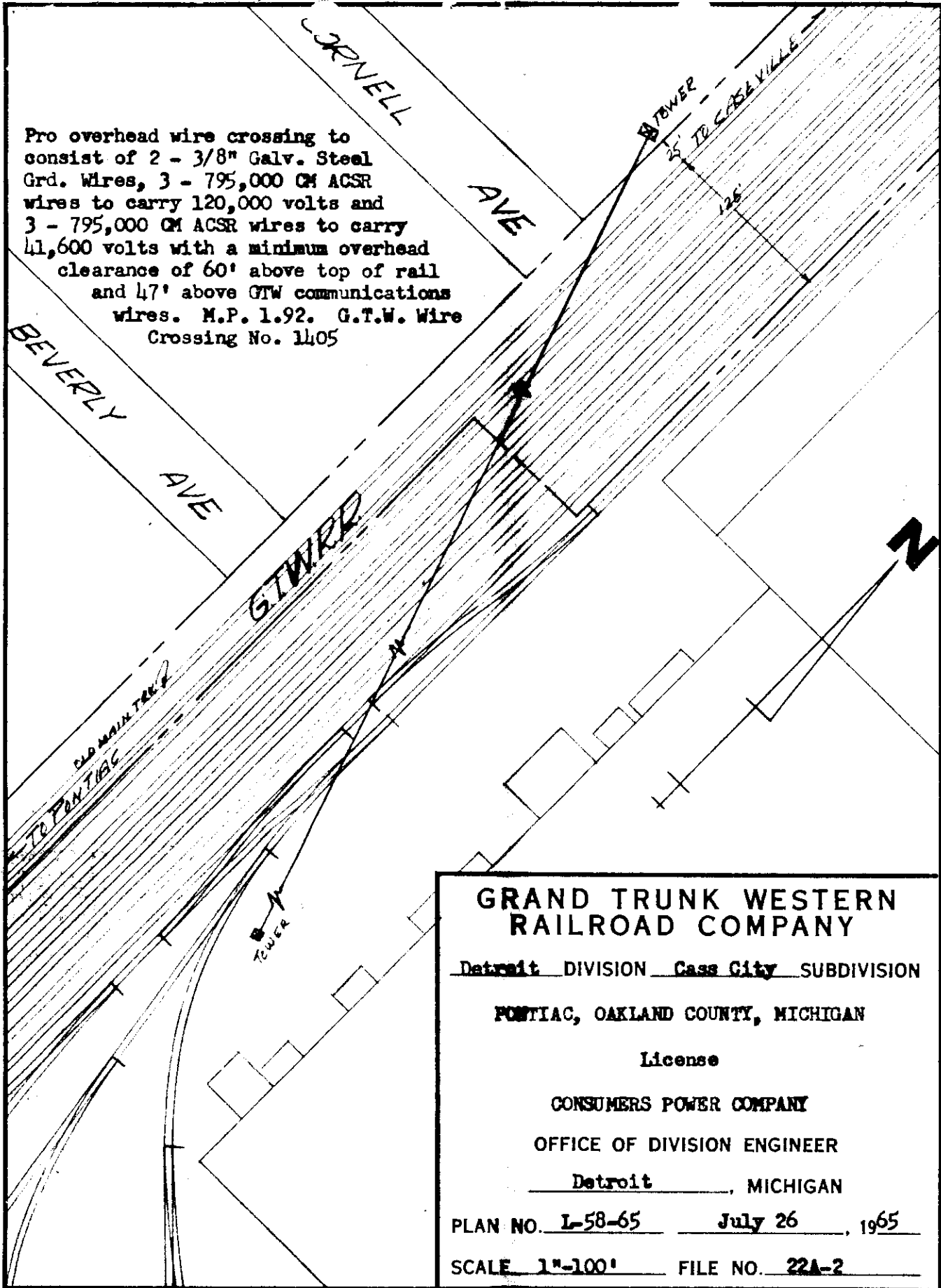
FOR

AT

Date

Expires

Rental



Pro overhead wire crossing to consist of 2 - 3/8" Galv. Steel Grd. Wires, 3 - 795,000 CM ACSR wires to carry 120,000 volts and 3 - 795,000 CM ACSR wires to carry 41,600 volts with a minimum overhead clearance of 60' above top of rail and 47' above GTW communications wires. M.P. 1.92. G.T.W. Wire Crossing No. 1405

GRAND TRUNK WESTERN RAILROAD COMPANY
 Detroit DIVISION Cass City SUBDIVISION
 PONTIAC, OAKLAND COUNTY, MICHIGAN
 License
 CONSUMERS POWER COMPANY
 OFFICE OF DIVISION ENGINEER
 Detroit, MICHIGAN
 PLAN NO. L-58-65 July 26, 1965
 SCALE 1"=100' FILE NO. 22A-2

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

J. S. Colton
 DIVISION ENGINEER

RECORDED RIGHT OF WAY NO. 38726 A22

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0251 ✓

R.R.	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO.	Update Type	D.E.C.O. RECORDS CENTER FILE NO.	R.X. NO. OR MAP NO.	Facility	Agreement Date
07	L159251	1		GUYWR	1	02/26/5

50 ✓

Payment Frequency	Rental	OH-UG Code	Division	County	City or Township	Section
A	10 <small>OMIT FOR NOW</small>	1	4	08	PONTIAC	

Location
MP . 61 AT HOWARD

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
- Service Planning
- System Engineering
- Transmission & Distribution

RECORDED RIGHT OF WAY NO.

A 10 25

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

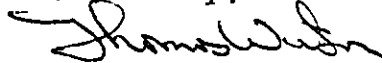
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.

Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO. 38726, A-225

OVERHEAD WIRES

THIS LICENSE, effective the 12th day of FEBRUARY, 1965.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation -
 hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Maine corporation, Jackson, Michigan, hereinafter called the "Licensee," to install, maintain and use a power line consisting of 1 - 1/8" Galv. Stranded Steel Guy Wire with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac (M.P. 0.61) in the County of Oakland, State of Michigan File L-12-65 the particular character and location of said facilities hereby licensed being indicated on the attached blue print which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 41.99 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 10 feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

*Pontiac City
Oakland Co.*

RECORDED RIGHT OF WAY NO. 38726 423

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ~~term~~ ^{period} ~~February 12, 1965 to December 31, 1965~~ ~~the sum of~~ **TWENTY-FIVE (\$25.00) DOLLARS** and thereafter, annually, in advance, the sum of **TEN (\$10.00) DOLLARS** per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

9. This license will cancel and supersede license dated October 1, 1943 with Licenses.

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

Signed, sealed and delivered in the presence of:

Mary Ann Davis

GRAND TRUNK WESTERN RAILROAD COMPANY,
a Michigan corporation -

BY *P. P. Connolly*
Its -Real Estate & Tax Commissioner

II *Willowen R. Smith*

CONSUMERS POWER COMPANY, a Maine corporation -

BY *W. L. King*
Its Gen'l Land & Right of Way Supvr

APPROVED
LEGAL DEPT.
AS TO FORM
CHIEF ENG'R
REAL ESTATE & TAX DEPT.
SUPT. OF COMM. NICH

APPROVED AS TO FORM
[Signature]
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

OK 3-2-65
g.m.

File #60-WX-25

LICENSE

FROM

TO

FOR

AT

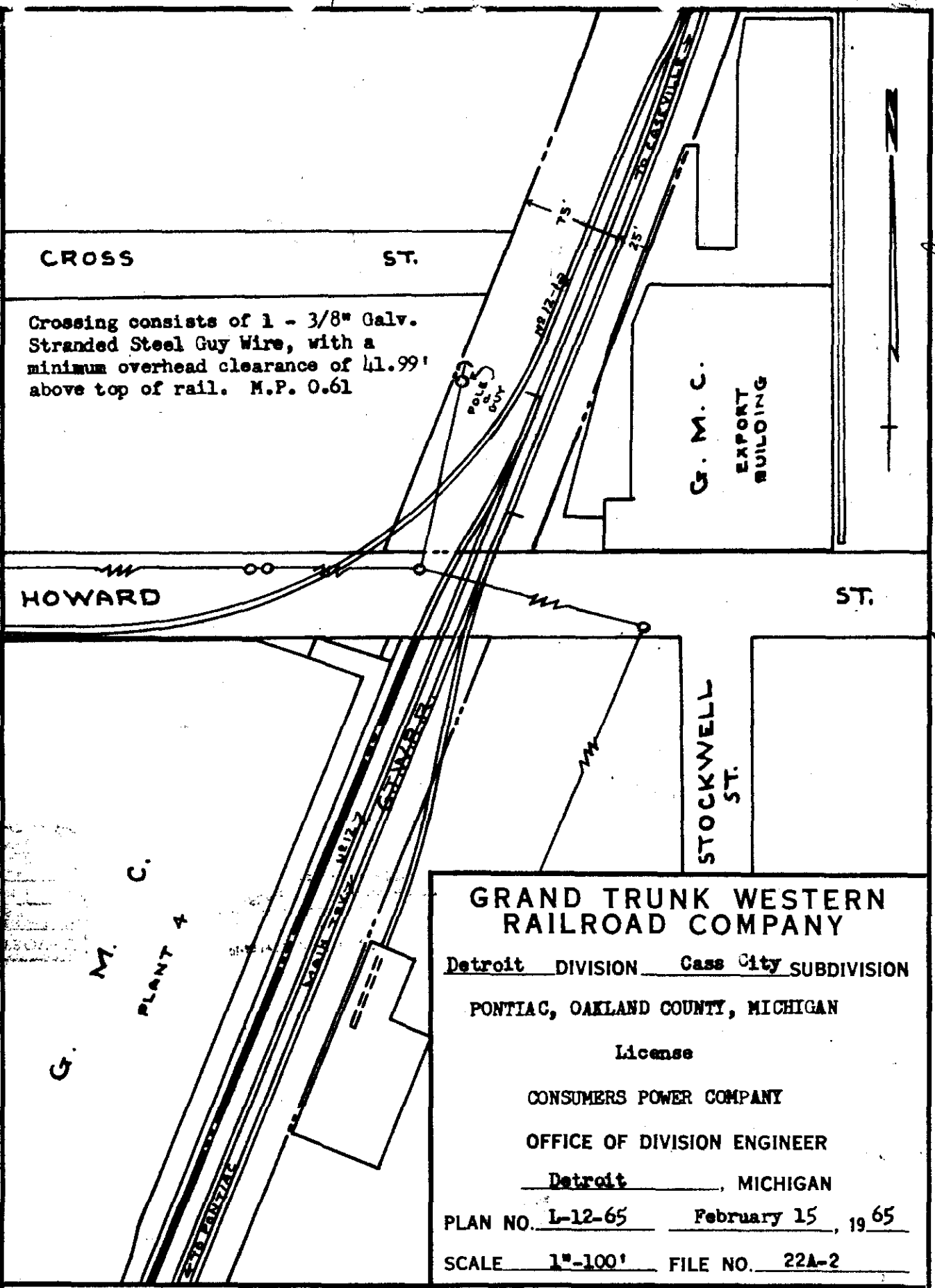
Date

Expires

Rental

(Dist.)

Pontiac City (Oakland Co.)



GRAND TRUNK WESTERN RAILROAD COMPANY
 Detroit DIVISION Cass City SUBDIVISION
 PONTIAC, OAKLAND COUNTY, MICHIGAN

License
 CONSUMERS POWER COMPANY
 OFFICE OF DIVISION ENGINEER
 Detroit, MICHIGAN

PLAN NO. L-12-65 February 15, 1965
 SCALE 1"=100' FILE NO. 22A-2

RECORDED RIGHT OF WAY NO. 38776 A 23

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

J. S. Colton
 DIVISION ENGINEER

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0383 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 3	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 11	R.X. NO. OR MAP NO. 16	Facility 21	Agreement Date 22
07	L159383	1		P961	2	060160

50 ✓

Payment Frequency 23	Rental 27	OH-UG Code 31	Division 35	County 36	City or Township 38	Section 45
A	10 <small>OMIT FOR NOW</small>	1	4	08	PONTIAC	

Location 47		50
MP 1.37-1.46 TO PORTLAND 2 RXS		

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. _____

1-24

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

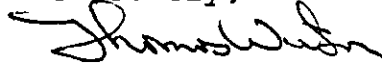
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. *T.J.R.*


Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

38776, A24

OVERHEAD WIRES

THIS LICENSE, effective the 1st day of June, 1960.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY -

hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Maine Corporation,
Jackson, Michigan hereinafter called the

"Licensee," to install, maintain and use a two power line crossings each ~~XXXX~~
consisting of 1 - 3/8" Galv. Steel Ord. Wire, 3 - 336,400 cm ACSR Wires to carry 41,600 Volts
with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and
tracks of the Licensor at Pontiac (Mileposts 1.37 & 1.46),
in the County of Oakland, State of Michigan
the particular character and location of said facilities hereby licensed being indicated on the attached ~~blue print~~
which is hereby made a part hereof. Plan L-64-60

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 72.1 & 45 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 10 feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon sixty (60) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO. 38776 A 24

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ~~sum~~ ^{period} ~~of~~ ^{June 1, 1960 to Dec. 31, 1960} of the continuation of this license, the sum of TWENTY-FIVE (\$25.00) DOLLARS and thereafter, annually, in advance, the sum of TEN (\$10.00) DOLLARS per annum.

APPROVED

CHIEF ENGINEER
G.T.W. Co.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

APPROVED

Chief Communications

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

Signed, sealed and delivered in the presence of:

GRAND TRUNK WESTERN RAILROAD COMPANY -

BY [Signature]
Its Real Estate & Tax Commissioner
Licensor

APPROVED

Real Estate & Tax Comm'r
G.T.W. RR. Co.

[Signature: Howard L. Tullish]

[Signature: Willowood Smith]

CONSUMERS POWER COMPANY -

BY [Signature: K. Wallace]
Its Gen. Land & Right of Way Supvr.
Licensee

APPROVED
REC

File #2790

LICENSE

FROM

TO

FOR

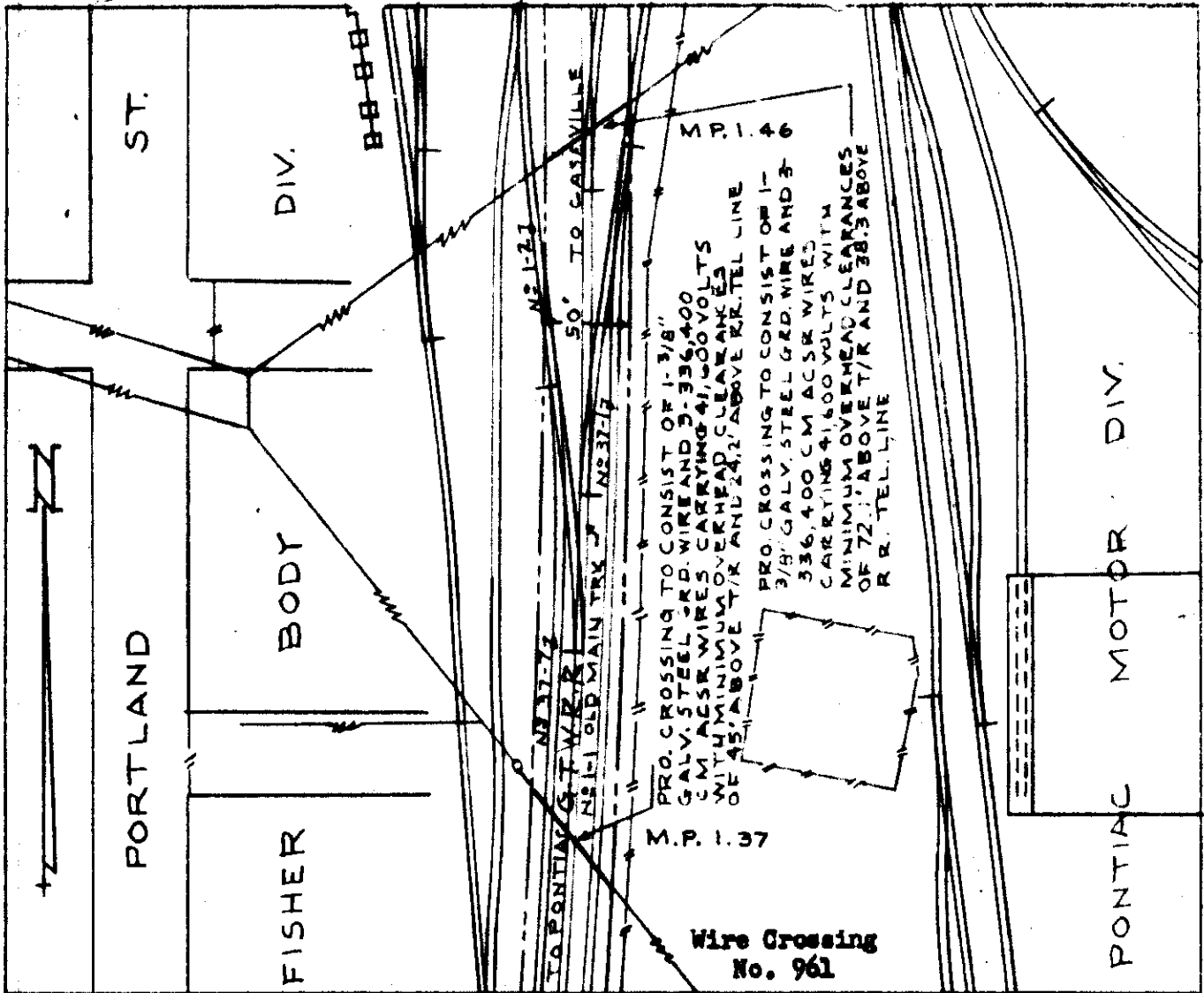
AT

Date

Expires

Rental

OK
WTR
7-13-60



GRAND TRUNK WESTERN RAILROAD COMPANY
Cass City Subd. Detroit Division

PONTIAC
Oakland County, Michigan

LICENSE
CONSUMERS POWER COMPANY

Scale - 1" = 100'
Office of Division Engineer Detroit, Mich.

1-6-60

Boundaries of R.R. Co. Land ---
Facility covered by license ———
Dr. P.B. Ch. R.U.

B. Post
Division Engineer

RECORDED RIGHT OF WAY NO. 38776 A24

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

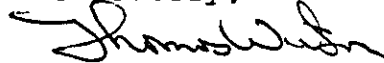
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. *T.J.R.*

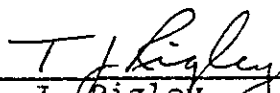
Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

38776, A. 25

Detroit Edison

To: Records Center

From:

Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

1 R.R.	3 R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 9	10 Update Type	11 D.E.C.O. RECORDS CENTER FILE NO. 15	16 R.X. NO. OR MAP NO. 20	21 Facility	22 Agreement Date 27
07	159 0380 ✓	1		6 W Y W R	1	0 9 0 1 5 7
28 Payment Frequency	29 Rental 33	34 OH-UG Code	35 Division	36 County	38 City or Township 44	45 Section
A	10 OMIT FOR New	1	4	08	PONTIAC	
47 Location 80						
M P 3 5 . 7 8 A T B R A N C H S T						

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. _____

35720, 1-265

OVERHEAD WIRES

THIS LICENSE, effective the 1st day of September, 19 57

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY -

hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Maine corporation,
Jackson, Michigan

hereinafter called the "Licensee," to install, maintain and use a guy wire
consisting of 1 - 5/16" galv. steel guy wire
with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac

in the County of Oakland, State of Michigan
the particular character and location of said facilities hereby licensed being indicated on the attached blue print
which is hereby made a part hereof. Plan No. L-2-60

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said guy wire and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said guy wire shall be installed, erected and at all times maintained at an elevation of not less than thirty-two (32) feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of ten (10) feet from the nearest rail of any track of the Licensor, and each and all of the said guy wire, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan

3. 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 guy wire line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 guy wire line, or by reason of the condition of said guy wire line and other facilities hereby licensed, or by reason of said guy wire and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon sixty (60) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said guy wire line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO. 38772 925

period

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the first ~~year~~ ^{period} ~~of~~ ^{from} ~~Sept. 1, 1957 to Dec. 31, 1958~~ ~~the sum of~~ ^{the sum of} ~~.....~~ ^{.....} ~~and~~ ^{and} hereafter, annually, in advance, the sum of ~~.....~~ ^{.....} ~~per annum.~~ ^{per annum.}

APPROVED

C. J. M. A.
CHIEF ENGINEER
G. T. R.

Approved
Supt. Communications
G. T. R.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

APPROVED
Supt. Communications
G. T. R.

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

Signed, sealed and delivered
in the presence of:

GRAND TRUNK WESTERN RAILROAD COMPANY -

BY *M. H. Bennett*
Its Real Estate & Tax Commissioner
Licensor

W. O. T. T. T.

CONSUMERS POWER COMPANY -

BY *C. K. Wallace*
Its Gen'l Land & Right of Way Supvr.
Licensee

Willowson R. Smith

OK
JAL
6-1-66

LICENSE

FROM

TO

FOR

AT

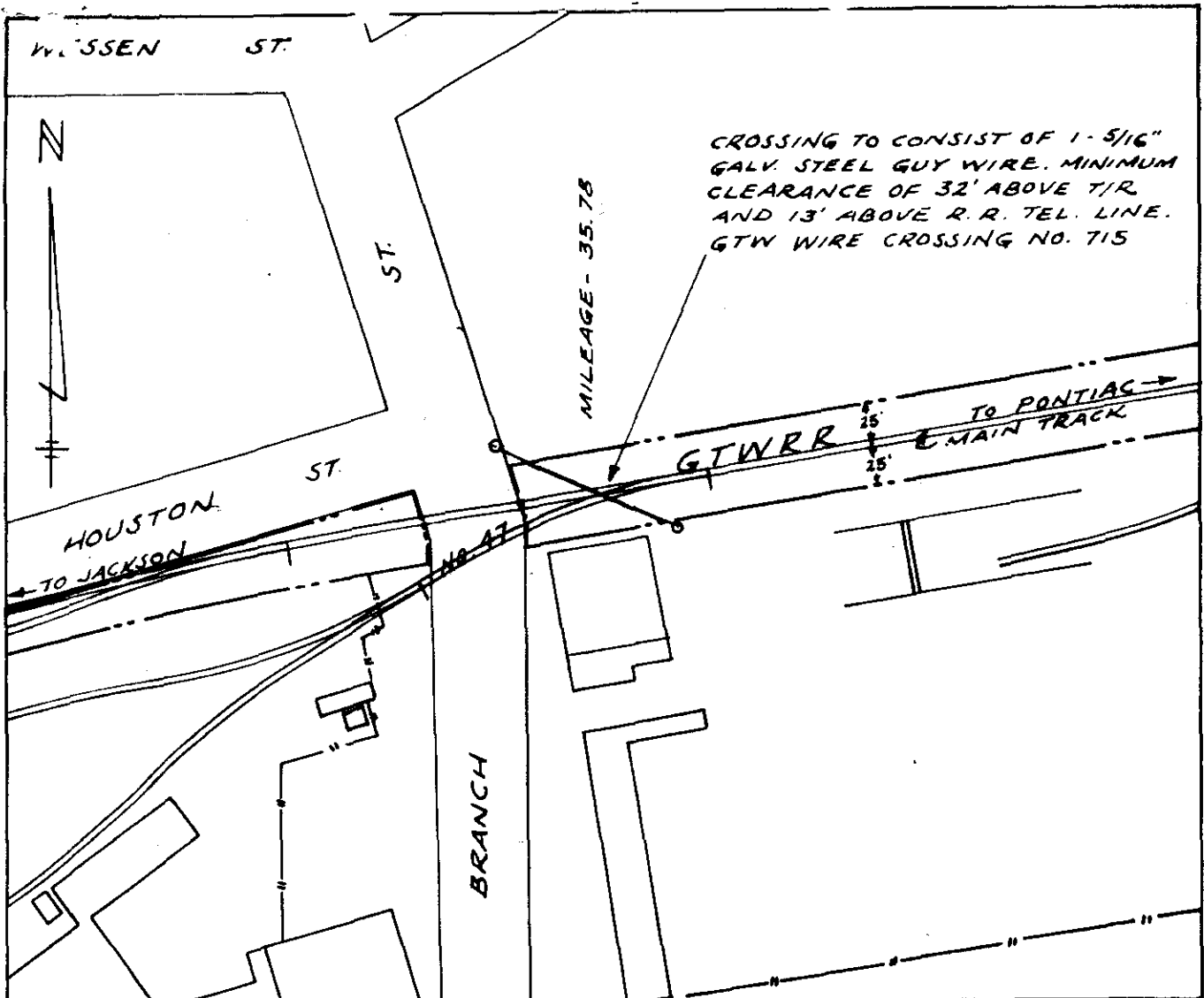
Date

Expires

Rental

File #60-WX-66

APPROVED
R. J. B.



GRAND TRUNK WESTERN R. R. CO.
 JACKSON SUBD. DETROIT DIVISION

PONTIAC
 OAKLAND COUNTY, MICHIGAN
 LICENSE

CONSUMERS POWER COMPANY

SCALE: 1"=100' SEPTEMBER 1, 1957
 OFFICE OF DIVISION ENGINEER DETROIT, MICH.

L-2-60

BOUNDARIES OF R. R. CO. LAND -----
 FACILITY COVERED BY LICENSE _____

DR. AGH.

CH. R. K.

B. Post
 DIVISION ENGINEER

RECORDED RIGHT OF WAY NO.

38776 425

THIS IS THE PLAN REFERRED TO IN THE
 LICENSE HEREONTO ANNEXED

DATED 1st DAY OF September, 1957

CONSUMERS POWER COMPANY -

By- *C. K. Wallace*
 C. K. Wallace

Its- Gen'l Land & Right. of Way. Supvr.

WITNESS *Willowen R. Smith*

*OK
 WTR
 9-2-60*

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0352 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 9	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 23
07	L159352	1		GUYPW	I	090155

50 ✓

Payment Frequency 24	Rental 25	OH-UG 34 Code	Division 35	County 36	City or Township 38	Section 45
A	3 <small>OMIT FOR NOW</small>	1	4	08	PONTIAC	

Location									
47	MP	26	.20	BTW	CLINTON	AND	LAWRENCE	20	

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
- Service Planning
- System Engineering
- Transmission & Distribution

RECORDED RIGHT OF WAY NO. 38776, A-26

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

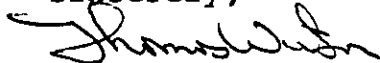
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. *T.J.R.*

Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

38-176, A-26

OVERHEAD WIRES

THIS LICENSE, effective the 1st day of September, 19 55.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY -

....., hereinafter called the "Licensor," licenses and permits the CLASUMAS POWER COMPANY, a Maine corporation, of Jackson, Michigan....., hereinafter called the "Licensee," to install, maintain and use a power line consisting of one guy pole, and guy wire (6 M steel) and anchor - with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac (M.P. 26.20)....., in the County of Oakland....., State of Michigan....., the particular character and location of said facilities hereby licensed being indicated on the attached blueprint which is hereby made a part hereof. plan L-71-55

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than - feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of - feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor on the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO.

38776 A26

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ^{period} ~~term~~ ~~year~~ of ~~the~~ ~~continuance~~ of this license, the sum of EIGHTEEN DOLLARS (\$18.00) - - - - - and thereafter, annually, in advance, the sum of THREE DOLLARS (\$3.00) - - - - - per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

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

Signed, sealed and delivered in the presence of:

GRAND TRUNK WESTERN RAILROAD COMPANY -

BY [Signature]
Its Vice President & General Manager

CONSUMERS POWER COMPANY -

APVD AS TO FORM

X BY [Signature]
Its Gen'l Land & Title Supervisor

File #60-E

APPROVED
CHIEF ENGINEER
G.T.W.R.
9-27-55
9-29-55
9-27-55
600
APPROVED
Property & Tax Comm'r.
G.T.A. #60

LICENSE

FROM

TO

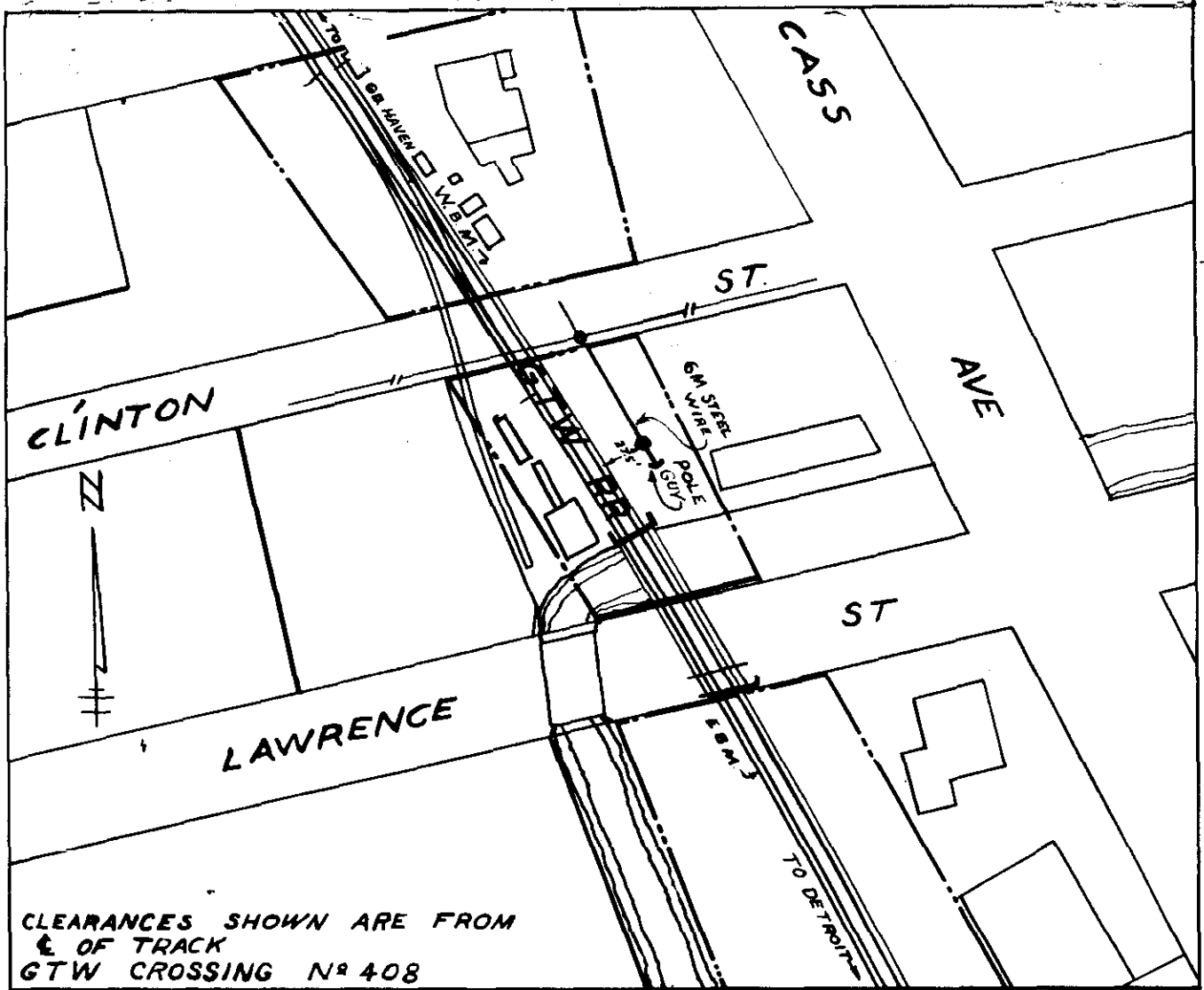
FOR

AT

Date

Expires

Rental



Detroit City
 (Oakland Co.)

CLEARANCES SHOWN ARE FROM
 E OF TRACK
 GTW CROSSING N# 408

GRAND TRUNK WESTERN RAILROAD CO.
 HOLLY SUBD. DETROIT DIVISION
 PONTIAC
 OAKLAND COUNTY MICHIGAN
 LICENSE
 CONSUMERS POWER COMPANY
 SCALE - 1" = 100' SEPT. 1, 1955
 OFFICE OF DIVISION ENGINEER DETROIT, MICH.
 L-71-55

RECORDED RIGHT OF WAY NO. 38776 A 26

BOUNDARIES OF R.R. CO. LAND -----
 FACILITY COVERED BY LICENSE -----
 DR 6LS CH. J.S.C.


 DIVISION ENGINEER

L-159-353

THIS IS THE PLAN REFERRED TO IN THE
 License _____ HEREONTO ANNEXED
 DATED first DAY OF September, 1955
 CONSUMERS POWER COMPANY -
 BY- C. K. Wallace
 Its- Gen'l Land & Title Supervisor
 WITNESS xx Willmore R. Smith
xx Hazel S. Gaff

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

1590317 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 9	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 17
07	L159317	1		0 C C P T	2	010355

50 ✓

Payment Frequency 23	Rental 24	OH-UG 34 Code	Division 35	County 36	City or Township 38	Section 45
A	20 OMIT FOR NOW	1	4	08	PONTIAC	

47 Location 80
BTW SANDERSON AND MP 26.41

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
- Service Planning
- System Engineering
- Transmission & Distribution

RECORDED RIGHT OF WAY NO.

1590317

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

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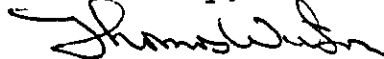
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We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.

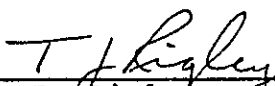
Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

38776, 4-27

OVERHEAD WIRES

THIS LICENSE, effective the 3rd day of January, 19 55

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY -

hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Maine corporation,
of Jackson, Michigan

hereinafter called the "Licensee," to install, maintain and use a power line volts-
consisting of five poles, three guys and anchors and power line consisting of 0-3-0 120/240
with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and
tracks of the Licensor at Pontiac

in the County of Oakland, State of Michigan,
the particular character and location of said facilities hereby licensed being indicated on the attached blueprints
which is hereby made a part hereof. plan L-111-55

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than - feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of - feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED FROM CP FILE NO. 38777C A-27

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the first year of the continuation of this license, the sum of TWENTY DOLLARS (\$20.00) and thereafter, annually, in advance, the sum of TWENTY DOLLARS (\$20.00) per annum.

APPROVED
[Signature]
CHIEF ENGINEER
G.T.W. RR

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

APPROVED
[Signature]
Supt. Compensation
4-29-53

9. This license covers revision of facilities covered by a license of September 19, 1952 with the Licensee; said former license is hereby cancelled and superseded.

APPROVED
9-11-53
860

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

Signed, sealed and delivered in the presence of:

GRAND TRUNK WESTERN RAILROAD COMPANY -
BY *[Signature]*
Its Vice President & General Manager

APPROVED
[Signature]
Property & Tax Comm'r.
G.T.W. RR. CO.

[Signature]

CONSUMERS POWER COMPANY - APV'S AS TO FORM 7/56

[Signature]

X BY *[Signature]*
Its Gen'l Land & Title Supervisor

[Signature]

File #60-RB-8

LICENSE

FROM

TO

FOR

AT

Date

Expires

Rental

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0273 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 9	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 17
07	L137.52	1		GUYUR	1	010253

50 ✓

Payment Frequency 28	Rental 29 33	OH-UG 34 Code	Division 35	County 36	City or Township 38	Section 40
A	3 OMIT FOR NOW	1	4	08	PONTIAC	

Location 41 50																						
M	P	.	3	8	S	A	N	E	R	S	O	N	A	N	D	O	A	K	I	A	N	D

Update Type Codes

- 1 = New Agreement
- 2 = Revised Agreement
- 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
- Service Planning
- System Engineering
- Transmission & Distribution

159 0273 ✓
 A-28

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

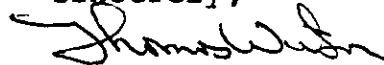
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.

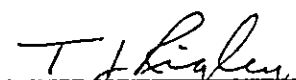
Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

385776, P-28

OVERHEAD WIRES

THIS LICENSE, effective the 2nd day of January, 1921.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY

hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Main corporation

hereinafter called the "Licensee," to install, maintain and use power line consisting of 3-3/8" galv. steel guy wires and 1-3/8" galv. steel guy wire with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac,

in the County of Oakland, State of Michigan, the particular character and location of said facilities hereby licensed being indicated on the attached blueprints which is hereby made a part hereof. plan L-137-52

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 35 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO.

38776 A28

18914

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ~~first~~ **first** year of the continuation of this license, the sum of THREE (\$3.00) DOLLARS and thereafter, annually, in advance, the sum of THREE (\$3.00) DOLLARS per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

9. This license covers the same facilities, plus additions, formerly under license to Consumers Power Company dated October 1, 1947; said former license is hereby cancelled and superseded.

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

Signed, sealed and delivered
in the presence of:

GRAND TRUNK WESTERN RAILROAD COMPANY -

BY [Signature]
Its Vice President & General Manager

CONSUMERS POWER COMPANY - **APV'D AS TO FORM**
NBK

[Signature]

Willowood R. Smith

Hazel S. Gaff

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

File #840-WX-17A &
#840-WX-17B.

APV'D. AS TO FORM
[Signature]
DATE 5-4-53

APPROVED
Property and Tax Comm.
G.T.W. RR. CO.

APPROVED
[Signature]
CHIEF ENGINEER
G.T.W. RR.

LICENSE

FROM

TO

FOR

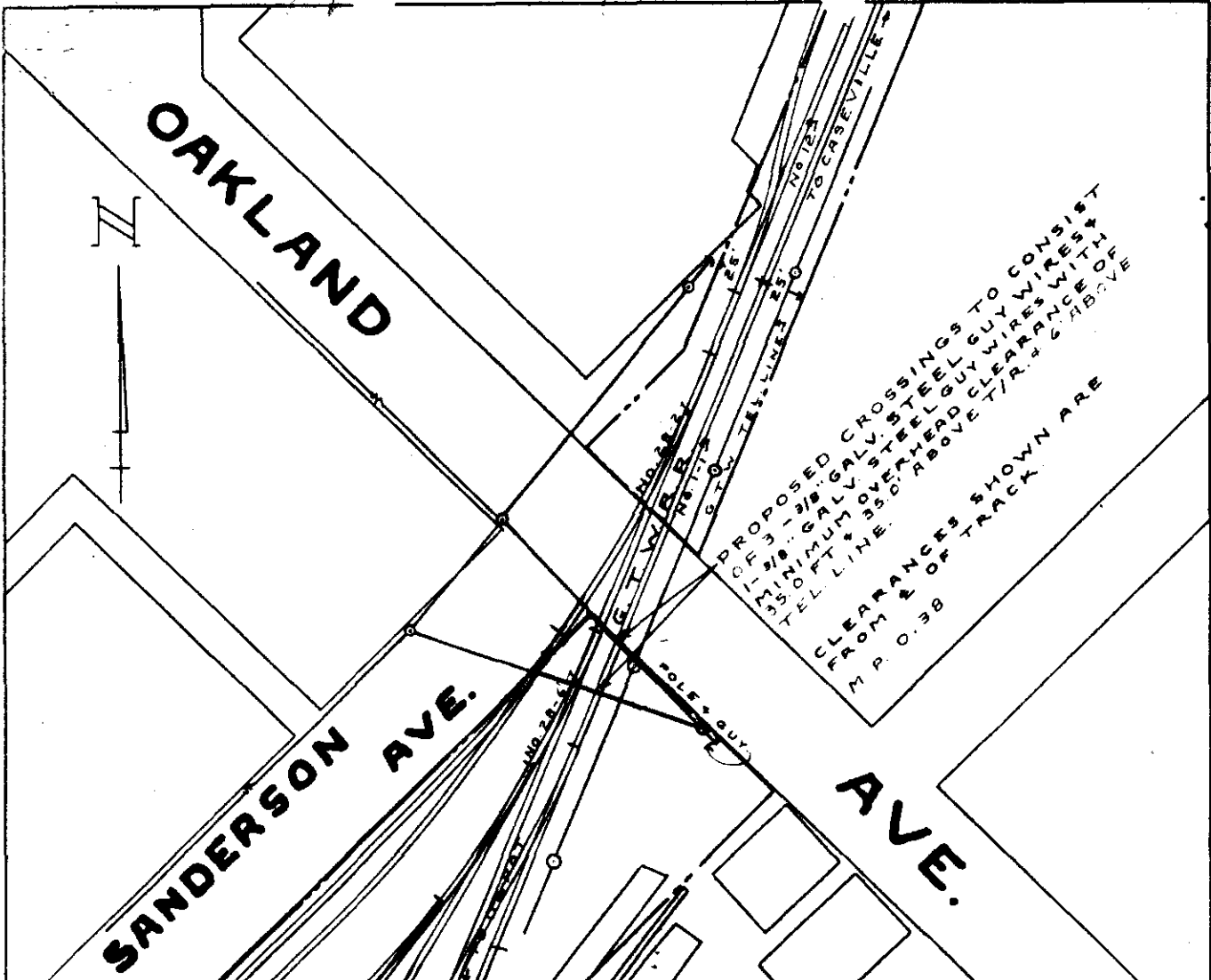
AT

Date

Expires

Rental

Map No. 20 - (Dennell)



GRAND TRUNK WESTERN R. R. CO.

CASS CITY SUBD. DETROIT DIVISION

PONTIAC

OAKLAND COUNTY MICH.

**LICENSE
CONSUMERS POWER CO.**

SCALE 1" = 100'
OFFICE OF ASSISTANT ENGINEER L-137-52
JAN. 2, 1953
DETROIT, MICH.

BOUNDARIES OF R. R. CO. LAND
FACILITIES COVERED BY LICENSE

A. Van Riper

ASSISTANT ENGINEER

D.R.R.U. C.K. F.W.O.

RECORDED RIGHT OF WAY NO.

38776 A-28

THIS IS THE PLAN REFERRED TO IN THE
LICENSE HERETO ANNEXED
DATED 2nd DAY OF January, 1953
CONSUMERS POWER COMPANY -

BY: *C. K. Wallace*

X Its

WITNESS: *Willowood R. Smith*

Hayle S. Gaff

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0324 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 9	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 22
07	L159324	1		OCCPT	1	040152

50 ✓

Payment Frequency 28	Rental 29	OH-UG Code 32	Division 35	County 36	City or Township 38	Section 46
A	14 <small>omit for now</small>	1	4	08	PONTIAC	

Location									
47	VIRGINIA-POPLAR AVE AREA								50

- Update Type Codes
- 1 = New Agreement
 - 2 = Revised Agreement
 - 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

28770, P-309

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

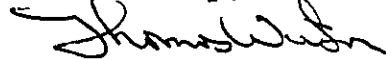
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.


Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

388776) 1988

OVERHEAD WIRES

THIS LICENSE, effective the 1st day of April, 19 52.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY,

hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Maine corporation,
Jackson, Michigan, hereinafter called the

"Licensee," to install, maintain and use a power line consisting of three (3) # 1/0 copper wires carrying 4,800 volts, one (1) 3/8 inch galvanized steel guy wire, five (5) poles and one (1) down guy wire and anchor, with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac, in the County of Oakland, State of Michigan, the particular character and location of said facilities hereby licensed being indicated on the attached blue print which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 43.5 and 31 feet ^{respectively} above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 8.5 feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

Pontiac City (Caldwell Co)

RECORDED RIGHT OF WAY NO. 38776 929

222-

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ~~first~~ ^{period} April 1, 1952 to December 31, 1952 ~~year of the construction of the license~~, the sum of TWENTY-FIVE DOLLARS (\$25.00) ----- and thereafter, annually, in advance, the sum of FOURTEEN DOLLARS (\$14.00) ----- per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

Approved
E.L.G.
Supt. Communications
4/1/52
APV'D AS TO FORM
DATE 4/19/52

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

Signed, sealed and delivered
in the presence of:

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

XX *Willowson R. Smith*

CONSUMERS POWER COMPANY- ^{APV'D AS TO FORM} *NBK*

XX *Betty P. Wafer*

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

File #60-WX-43

APPROVED
[Signature]
CHIEF ENGINEER
G.T.W. RR.

LICENSE

FROM

TO

FOR

AT

Date

Expires

Rental

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0316 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 3	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 11	R.X. NO. OR MAP NO. 16	Facility 21	Agreement 22 Date 17
07	L159316	1		GUYUR	1	111551

50 ↙

Payment Frequency 28	Rental 29	OH-UG 34 Code	Division 35	County 26	City or Township 38	Section 45
A		1	4	08	PONTIAC	

OMIT FOR
NEW

Location 47										50												
M	P	2	6	.	4	4	B	T	W	<	A	S	S	A	N	D	W	O	R	T	O	N

- Update Type Codes
- 1 = New Agreement
 - 2 = Revised Agreement
 - 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO.

2017 Nov 19 2017

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

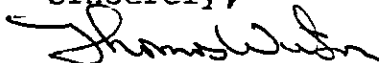
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.


Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

39770

8-30

OVERHEAD WIRES

THIS LICENSE, effective the 15th day of November, 19 51

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY,

hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, a Maine corporation,
Jackson, Michigan, hereinafter called the "Licensee," to install, maintain and use a power line consisting of one (1) 5/16 inch galvanized steel guy wire with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Pontiac in the County of Oakland, State of Michigan, the particular character and location of said facilities hereby licensed being indicated on the attached blue print which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 29.0 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. ~~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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies ~~and agrees to~~ save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, ~~or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties,~~ based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO. 38776 430

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ^{period} first ~~year~~ ~~of the contract~~ ~~of one year~~, the sum of TEN DOLLARS (\$10.00) - - - - - and thereafter, annually, in advance, the sum of ONE DOLLAR (\$1.00) - - - - - per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

Approved
 E. J. G.
 Supt. Communications
 12-4-51
 APVD. AS TO FORM
 DATE 12/3/51
 APPROVED
 Fed. Property and Tax Comm.
 G.T.W. RR. CO.

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

Signed, sealed and delivered in the presence of:
 Appr'd
[Signature]
 GENERAL MANAGER

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

Willowood R. Smith

CONSUMERS POWER COMPANY- APVD AS TO FORM
[Signature]

[Signature]

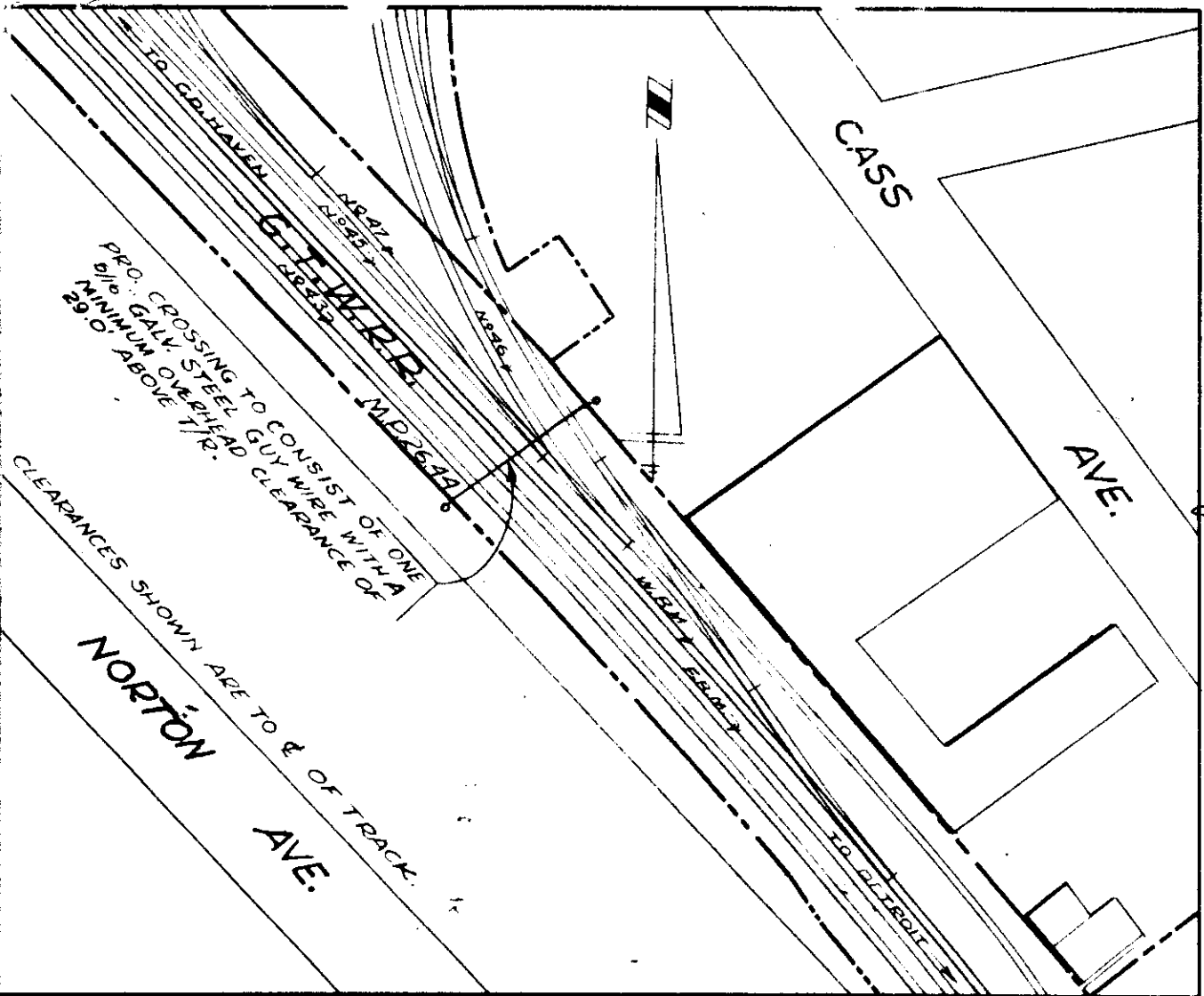
BY *[Signature]*
 Its Gen'l Land & Title Supervisor

File #60-WX-41

APPROVED
[Signature]
 CHIEF ENGINEER
 G.T.W. RR.

LICENSE

FROM		TO		FOR		AT		Date	Expires
								Rental	



Pontiac City

GRAND TRUNK WESTERN R.R. CO.
 HOLLY SUBD. DETROIT DIVISION
PONTIAC
 CITY MICHIGAN

LICENSE
CONSUMERS POWER COMPANY
 SCALE 1"=100' NOV. 15, 1951
 OFFICE OF ASSISTANT ENGINEER, DETROIT, MICH.
 145-51

BOUNDARIES OF R.R. CO. LAND -----
 FACILITY COVERED BY LICENSE -----
 DR. CPT. CH. R. U. *A. Van Riper*
ASSISTANT ENGINEER.

RECORDED RIGHT OF WAY NO. 38776 A 50

THIS IS THE PLAN REFERRED TO IN THE
 _____ LICENSE _____ HERETO ANNEE ED
 DATED 15th DAY OF November, 1951
 _____ CONSUMERS POWER COMPANY.
 X BY *C. K. Wallace*
 Its Gen'l Land & Title Supervisor
 WITNESS X *Willowood R. Smith*
 X *Billy P. Wolfe*

L-159-316

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 9	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 17
07	A-17-51			LEASE		01102511

Payment Frequency 23	Rental 27 33	OH-UG Code 34	Division 35	County 26	City or Township 44	Section 45
X	X X X X X	-	4	08	PONTIAC	

Location										
41	SPUR	TRAIL	ON	OLD	CONSUMERS	SER	CENTER	50	CANCELLED	

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
- Service Planning
- System Engineering
- Transmission & Distribution

RECORDED RIGHT OF WAY NO.

3-27-76

This Agreement

~~HEREINAFTER~~ Effective the Second

day of

January,

in the year 19 51

By and Between THE GRAND TRUNK WESTERN RAILROAD COMPANY

hereinafter called

"the Railway," of the first part, and

CONSUMERS POWER COMPANY

hereinafter called "the Industry" of the second part.

Witnesseth, whereas the Industry, for the economical and convenient conduct of the Industry's business, desires a railway spur or siding (hereinafter called the "siding") into the Industry's premises, ~~and~~

~~WHEREAS~~, it is hereby covenanted and agreed by and between the parties hereto, as follows, that is to say:—

1. The Industry shall, at the cost of the Industry, provide all right of way outside of the lands of the Railway, and ~~complete all works of grading (including culverts and trestlework) which the Superintendent of the Railway in charge of that portion of its railroad may deem necessary~~ for a railway siding

⁸⁰⁵ feet in length (being ²²⁰ feet on and ⁵⁸⁵ feet outside of the lands of the Railway) from the line of the Railway at or near its Station at ^{Portiac} in the ^{County} of ^{Oakland} and ^{State} of ^{Michigan} the position of the said siding being as shown by the broken white line on the plan hereunto annexed, which is hereby declared to be part and parcel of this agreement and is identified by the signatures of the parties hereto.

~~2. With the payment of _____ dollars, to be paid to the Railway by the Industry, the Railway will furnish the necessary labor and material required in the installation of that portion of the said side track located between the switch and clearance points, to wit, between points A and B, _____ feet in length. During this agreement the Railway will repay the Industry the said amount of _____ dollars (or such amount as shall be found to be the actual cost of all labor and material required in the installation of said _____ feet of track) by paying to the Industry, monthly, sums equivalent to \$2.00 per car, on each carload shipment consigned to or shipped by the Industry and handled over said siding on which traffic the Railway shall receive other than switching revenue; such payment of \$2.00 per car, as above described, to be effective on consecutive shipments handled over said siding. Claim for any said refund, giving car number, initials, etc., and date handled, is to be presented to the Railway by the Industry before the Railway is under any obligation to make refund under the provisions hereof. After the Industry has received, or is entitled to receive in this way, the said sum of _____ dollars (or such amount as shall be found to be the actual cost of all labor and material required in the installation of said _____ feet of track), the Railway will thereby be vested with the ownership of that portion of said siding shown between points A and B, to wit, _____ feet in length, and proportionate ownership therein to whatever extent refunds may have been made hereunder.~~

2. The siding is laid. It is agreed that the Railway owns all material contained in the 164 foot of siding shown between points A and B, and that the Industry owns the balance of the siding covered hereby, to wit, between points B and D, 641 feet in length. The most southerly track shown in light lines 450 feet in length owned by the Industry is not operated by the Railway and Industry has agreed to remove the same.

3. The Industry agrees, at its own cost and expense, to equip and thereafter maintain its gates across said track with suitable fasteners for holding said gates open, so as to maintain the clearances provided for in paragraph seven (7) hereof, during switching operations.

3a. The Industry, at its own cost, agrees to install and thereafter maintain, repair and renew standard bumping post to be located at approximately point "D", the type and construction of which bumping post is to be subject to the approval and acceptance of the Chief Engineer of the Railway.

RECORDED RIGHT OF WAY NO.

38-772 1-31

Handwritten notes:
Gordon
Gordon
Gordon

~~4. It is agreed that the amount of _____ dollars, mentioned in clause _____ hereof, respectively, is/are/to be paid to the Railway by the Industry before any work is to be undertaken hereunder. It is further agreed that this/each of these/amount is/are/reached by estimate and each or both is/are/apt to vary more or less. In any instance, should the actual cost prove to be a different sum from that estimated, then adjustment will be made between the parties hereto on the basis of the actual cost. It is further agreed that as a portion of the said actual cost of labor and material to be furnished by the Railway, the Railway is to add to said sum ten per cent (10%) to the labor cost, to cover supervision and use of tools, and fifteen per cent (15%) to the material cost, to cover transportation and handling of materials.~~

~~5. The Industry, at its own expense, agrees to furnish all labor and material required in the installation of the balance of the siding covered hereby, to wit, between points _____ and _____ feet in length. All work done by the Industry is to be done under the supervision of a representative of the Railway, the Industry to assume and pay the Railway the cost of such supervision. All material furnished by the Industry in installation, maintenance, etc., will be subject to the acceptance and approval of the Chief Engineer of the Railway.~~

6. The Railway, at its own expense, agrees to maintain and repair the **164** feet of track shown between points A and B. The Industry, at its own expense, agrees to maintain and repair and keep clear of snow, ice, and obstacles in a manner and condition satisfactory to the Superintendent of the Railway, the balance of the siding covered hereby, to wit, between points **B** and **D**, **611** feet in length. If not so maintained by the Industry, the Railway may refuse to operate thereover and cars arriving for the Industry thereafter shall be considered as delivered to the Industry when placed on the Railway's public team track.

7. The Industry shall keep said track clear of obstructions, and shall not place or allow any temporary or permanent structure or other obstruction of any kind within the space of six feet (6') laterally from the near rail of said track, or within the space of twenty-two (22') feet above the top of rail of said track (being the standard clearances of the Railway).

8. The Industry shall hold harmless, the Railway from any and all liability for loss of life or damage or injury to property or persons (including employees of either of the parties hereto), arising by reason of, or which in any way results from the erection of structures or obstructions at clearances less than standard.

9. Except only as the parties hereto shall in writing stipulate otherwise, all provisions herein as to the aforementioned track shall apply to any and all additions thereto or extensions thereof; and plans or prints showing such additions or extensions may, at the option of the Railway, be by it annexed hereunto or to its original hereof, and shall thereby become and be a part of this agreement.

~~10. The Railway may use said side track, without cost to it, for general railroad purposes, and expressly reserves the right to connect said side track with other tracks for its own use or that of third parties, provided said use and connections shall not interfere with the reasonable use of the track which is/are/the subject of this agreement, for the business of the Industry. In the event of such use to serve other patrons of the Railway, or as a connection with other tracks owned or used by the Railway, there shall be an adjustment in the Industry's expense of maintenance as between the Industry and such other patron or patrons.~~

11. No assignment or transfer of any rights or privileges hereunder by the Industry shall be valid unless the consent of the Railway is obtained in writing thereon. The Industry may, upon receipt of the Railway's consent in writing, permit the use of the siding by other parties, the rates or charges for such use to be agreed between the Industry and such other parties, subject to the approval of the Railway. The arrangement entered into must not be inconsistent with the terms of this siding agreement, provided, however that insofar as the responsibility of the Industry to the Railway under the terms of this siding agreement is concerned, the traffic of such other parties will be considered as the traffic of the Industry.

12. It is understood that the movement of railroad locomotives involves some risk of fire, and the Industry assumes all responsibility for and agrees to indemnify the Railway against loss or damage to property of the Industry or to property upon its premises, regardless of negligence of the Railway, or any of its employees, arising from fire caused by locomotives operated by the Railway on said track or in its vicinity for the purpose of serving said Industry except to the premises of the Railway and to rolling stock belonging to the Railway or to others and to shipments in the course of transportation.

The Industry also agrees to indemnify and hold harmless the Railway for loss, damage or injury from any act or omission of the Industry, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or about said track; and if any claims or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

13. All switches connecting the said siding with the Railway's tracks shall be under the sole control of the employees of the Railway.

14. The Industry shall observe and obey all reasonable regulations of the Railway respecting the use of the said siding and switches, and all regulations respecting the working of the Railway with regard to such use.

15. The Industry shall, at the cost of the Industry, procure and at all times keep alive all necessary and proper leave and authority for the construction, maintenance, working and use of the said siding in accordance with the terms of this agreement, upon, along and across all highways, streets, roads or lanes, present or future, crossing or in the line thereof, and at all times make and maintain (up to and with all statutory and other requirements thereat) all crossings and approaches at all such highways, streets, roads or lanes. Further, the Industry will pay, and hold the Railway harmless from all taxes of whatever kinds or nature (including those payable in respect of drainage or for local improvements) which shall be assessed or levied by any authority, or for any purpose upon the lands ~~used and occupied by and for the right of way for said siding~~ ^{other than the lands of the Railway}

16. The Industry shall protect the tracks of the Railway from cattle and other animals escaping thereupon from such portion of the said siding as may be outside of the lands of the Railway, ^{located on its property,}

17. The Railway shall be at liberty to alter the position of the said siding ^{if necessary for its purposes,}

18. It is agreed that in case the grades of the tracks of the Railway and streets over the said siding shall be about to be separated during this agreement, rendering further connection between the said tracks and any portion of said siding more difficult or more expensive or impossible to maintain without physical changes, then in that case, upon thirty (30) days previous notice to that effect in writing by the Railway to the Industry, this agreement shall be cancelled and terminated.

19. This agreement shall continue for one year from the date hereof and thereafter at the will of the parties, provided that either party may at any time after the date hereof terminate it on two calendar months' notice in writing to the other; such notice may be given by the Railway by mailing the same to the Industry in a registered letter, addressed to the Industry at **Jackson, Michigan**, and such notice to the Railway is to be given by the Industry by mailing the same in a registered letter, addressed to the General Manager of the Railway at Detroit, Michigan.

20. On the termination of this agreement, either by lapse of time or otherwise, or if there should be any default in the performance of any of the covenants or obligations hereby imposed upon the Industry, the Railway shall forthwith and henceforth have the right without previous notice to the Industry, to take up all the side rails, switches, frogs, fastenings and signals, and iron or steel work and all other materials and property belonging to the Railway in the said siding and such right shall continue until the expiration of three months notice in writing, from the Industry to the Railway, to take up and remove the said rails and other materials, and upon such removal all rights of the Industry hereunder shall, thereupon forever cease.

21. In the event of the termination of this agreement, for any cause whatsoever, the Railway, if it desires to use the portion of said side track beyond the clearance point, located upon its right of way or property, shall within thirty (30) days after such termination, pay to the Industry the then fair value of the track material belonging to the Industry in such portion of the track. If the Railway does not desire to use such portion of said track, it shall so notify the Industry, in writing, within thirty (30) days after such termination, and the Industry shall thereupon be entitled to remove and dispose of the track material belonging to it upon the Railway's right of way, beyond the clearance point, within thirty (30) days thereafter.

22. The provisions of this agreement shall bind and shall inure to the benefit of the successors and assigns of the Railway and the heirs, executors, administrators and successors of the Industry and the word "Industry" in this agreement shall be read "Industries" when more than one person or party constitute the party of the second part thereto.

23. This agreement supersedes a previous agreement dated January 2, 1930, made between the same parties as herein, which said agreement has been cancelled.

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

[Signature]
Witness to Railway's signature

GRAND TRUNK EASTERN RAILROAD COMPANY

By *[Signature]*
Its - Vice President & General Manager

CONSUMERS POWER COMPANY

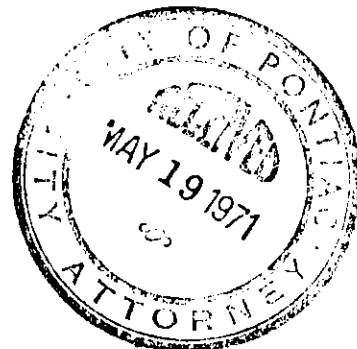
By *[Signature]*
Its - Gen'l Land & Title Supervisor

[Signature]
Witness to Industry's signature

APV'D. AS TO FORM

G. T. W. APPROVALS	
<i>[Signature]</i>	LEGAL DEPT.
<i>[Signature]</i>	CHIEF ENGR.
<i>[Signature]</i>	GEN. SUPT.
<i>[Signature]</i>	IND. COMM'R.

RECORDED RIGHT OF WAY NO. 38776-1-31



ASSIGNMENT

WHEREAS, CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201, (successor by merger to Consumers Power Company, a Maine corporation) hereinafter called "Consumers Power", entered, as Vendor, into a Land Contract dated March 21, 1967, which said Land Contract was amended by an Agreement dated December 26, 1967 with the CITY OF PONTIAC, a municipal corporation, 450 Wide Track Drive, East, Pontiac, Michigan 48058, as Vendee, hereinafter called "City" wherein Consumers Power agreed to sell to City, land in the City of Pontiac, County of Oakland and State of Michigan, commonly known as 55 Wesson Street, and

WHEREAS, the Grand Trunk Western Railroad Company, hereinafter called "Railway" entered into an Agreement with Consumers Power dated January 2, 1951 which Agreement concerned a railroad siding already laid on the date of said Agreement, and which Agreement states that the Railway owns all material contained in the 164 feet of siding between Points A and B as shown on the plan attached to and made a part of said Agreement, and that Consumers Power owns the balance of the siding covered by the said Agreement between Points B and D as shown on said plan attached to said Agreement as being 641 feet in length; and said Agreement further states that Consumers Power owns 450 feet of additional siding which Consumers Power has agreed to remove, and

WHEREAS, City is desirous that the said Agreement dated January 2, 1951 entered into by Railway and Consumers Power be canceled, effective as of May 1, 1971, and

WHEREAS, Consumers Power understands that Railway is agreeable to the cancellation of the said Agreement dated January 2, 1951, and to the removal of the aforementioned 164 feet of siding owned by Railway provided City removes the aforementioned remaining 1091 feet of siding owned by Consumers Power as Land Contract Vendor, and City as Land Contract Vendee.

NOW THEREFORE, Consumers Power Company in consideration of the performance by City of the conditions hereinafter mentioned, does hereby assign and transfer to City, all of Consumers Power's right, title and interest in that certain Agreement between the Railway and Consumers Power referred to above and dated January 2, 1951, TO HAVE AND TO HOLD the same, subject to the terms and conditions in said Agreement dated January 2, 1951, and also subject to the following conditions:

1. That City secure the written consent hereon of Railway to the assignment of said Agreement.
2. That City secure from Railway cancellation of the said Agreement, effective as of May 1, 1971.
3. That Railway bear the sole cost and expense of the removal of the aforementioned 164 feet of siding and that City bear the sole cost and expense of the removal of the aforementioned 1091 feet of siding without any obligation whatsoever on the part of Consumers Power Company to bear any portion of said cost.
4. That City by the acceptance of this instrument of assignment, agrees that it will at all times hereafter, assume all liability for and protect, indemnify and save Consumers Power, its successors and assigns,

RECORDED RIGHTS OF MAY NO. 38276 A31

harmless from and against all actions and claims arising in connection with or as a direct or indirect result of the removal of the aforementioned railroad siding, and in addition City will require its contractors and subcontractors to assume all liability for and protect, indemnify and save Consumers Power, its successors and assigns, harmless from and against all actions and claims arising in connection with or as a direct or indirect result of the removal of the aforementioned railroad siding.

Dated the 9th day of April, 1971.

CONSUMERS POWER COMPANY

By W. L. Reid
W. L. Reid
Manager of Land and Right of Way

APPROVED AS TO FORM
4-9-71
CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

OK J.M.
4-9-71

ACCEPTANCE OF ASSIGNMENT

CITY OF PONTIAC, the assignee in the foregoing assignment, does hereby accept and agree to perform all of the agreements and conditions to be performed by second party in said Agreement dated January 2, 1951, and also agrees to perform all the conditions hereinabove set forth.

Dated the 27th day of April, 1971.

CITY OF PONTIAC

By Robert F. Jackson
Robert Fitch Jackson - Mayor

By Olga Barkeley
Olga Barkeley - City Clerk

CONSENT TO ASSIGNMENT

GRAND TRUNK WESTERN RAILROAD COMPANY, a corporation, first party in said Agreement dated January 2, 1951, does hereby consent to the foregoing assignment of said Agreement and the acceptance thereof.

Dated the 11th day of May, 1971.

GRAND TRUNK WESTERN RAILROAD COMPANY

By [Signature]

APPROVED AS TO FORM
DATE 5/1/71

RECORDED RIGHT OF WAY NO. 38776, 1231

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0286 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 9	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 27
07	L25 49	1		RX	2	040149

Payment Frequency 23	Rental 24 33	OH-UG 34 Code	Division 35	County 26	City or Township 44	Section 45
X		1	4	08	PONTIAC	

Location											
47	MP	25	82	RX	TO	SERVE	RR				50

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 7771 230

OVERHEAD WIRES

THIS LICENSE, effective the 1st day of April, 1949.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY,
 hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, Jackson, Michigan,
 hereinafter called the "Licensee," to install, maintain and use a power line
 consisting of three (3) No. 6 W.P. C U 120/240 volt wires
 with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and
 tracks of the Licensor at Pontiac
 in the County of Oakland, State of Michigan
 the particular character and location of said facilities hereby licensed being indicated on the attached blue print
 which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee,
 through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 28.77 feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of _____ feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO. 38776 A32

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the first year of the continuation of this license, the sum of N.I.L. (On Company Service) and thereafter, annually, in advance, the sum of N.I.L. (On Company Service) per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

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

Signed, sealed and delivered in the presence of:

W. Hebrich

Helen L. Sharp

Arthur P. Ford

GRAND TRUNK WESTERN RAILROAD COMPANY-

BY [Signature]
Its Vice President & General Manager

AP'G. AS TO FORM

NBK

CONSUMERS POWER COMPANY-

BY [Signature]
Its Vice President

APPROVED
[Signature]
CHIEF ENGINEER
G.T.W. RP

LICENSE

FROM

TO

FOR

AT

Date

Expires

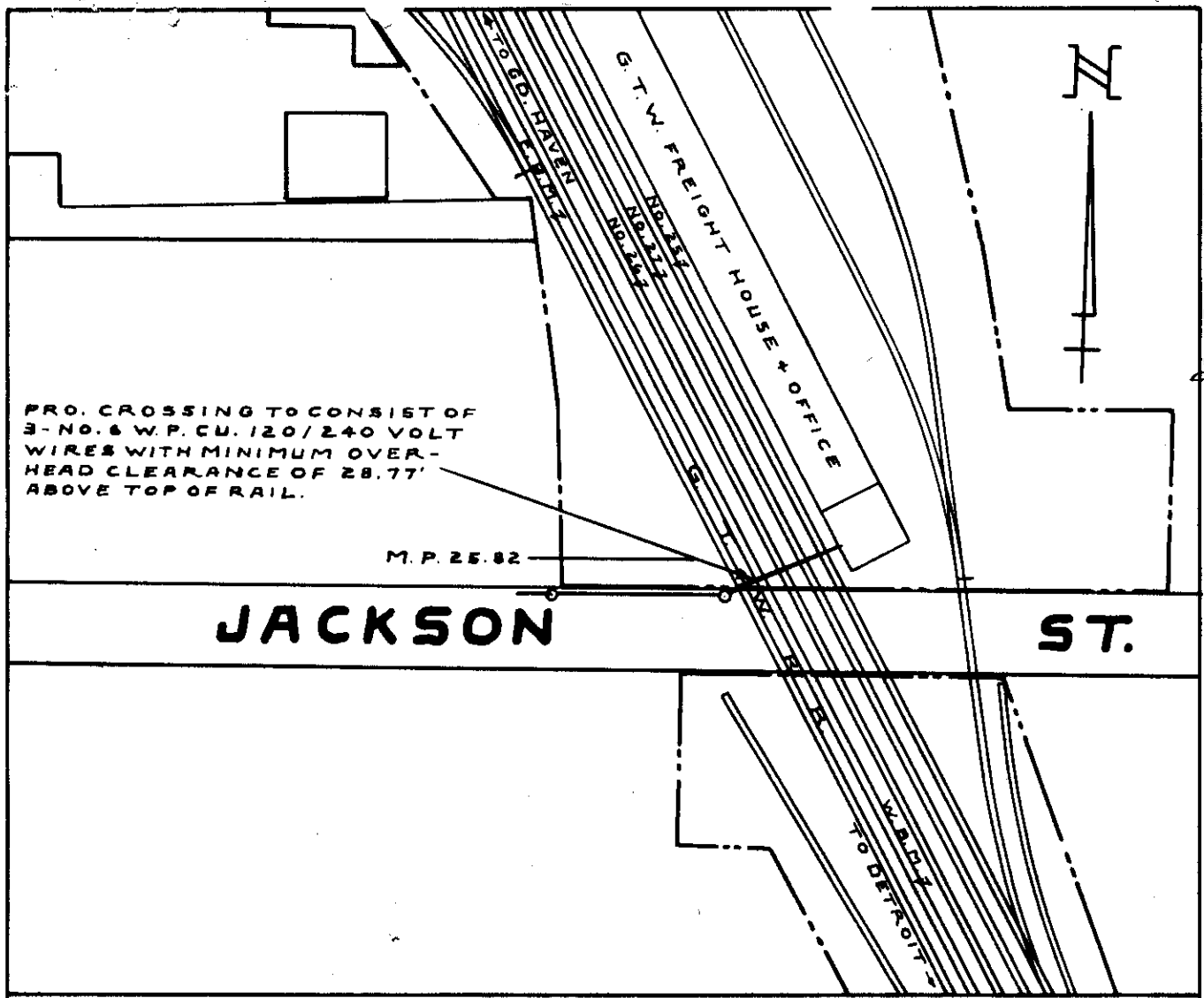
Rental

[Signature]
604433
E278-2416

APPROVED
AP'G. AS TO FORM
[Signature]
DATE 3/26/99

Approved
E.T.S.
Chief Commissioner
3/28/49

139-3



Pontiac City
Cable & Bell

GRAND TRUNK WESTERN R. R. CO.
HOLLY SUBD. DETROIT DIVISION

PONTIAC
OAKLAND COUNTY MICH.

LICENSE
CONSUMERS POWER CO.

SCALE 1" = 100' APRIL 1, 1949
OFFICE OF ASSISTANT ENGINEER DETROIT, MICH.
L-25-49

BOUNDARIES OF R. R. CO. LAND -----
FACILITY COVERED BY LICENSE =====

DR. R. U. CK. F.W.O.

A. Van Kiper
ASSISTANT ENGINEER

RECORDED RIGHT OF WAY NO. 38726 A32

THIS IS THE PLAN REFERRED TO IN THE
 ----- LICENSE ----- HEREONTO ANNEXED
 DATED 1st DAY OF April, 1949
 BY W. M. Arthur
 Its Vice President
 WITNESS XX Edward P. Gibb
XX Helen L. Sharp

Arthur
504133
22-8-3416

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

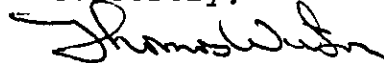
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.


Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO. 38726 A-33

Detroit Edison

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0284 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 3	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 11	R.X. NO. OR MAP NO. 16	Facility 21	Agreement Date 22
07	L125.48	1		OCCPT	2	1/10/48

Payment Frequency 28	Rental 29	OH-UG Code 34	Division 35	County 36	City or Township 38	Section 45
A	3 <small>OMIT FOR NOW</small>	1	4	08	PONTIAC	

Location 47	50
NW OF RR CROSSING SAGINAW ST	

- Update Type Codes
- 1 = New Agreement
 - 2 = Revised Agreement
 - 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 159 0284 A 23

OVERHEAD WIRES

THIS LICENSE, effective the 1st day of October, 19 48.

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, Jackson, Michigan, hereinafter called the "Licensee," to install, maintain and use a Power line consisting of four (4) No. 6 distribution wires carrying 120/240 volts attached to two poles, with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Portiac in the County of Oakland, State of Michigan, the particular character and location of said facilities hereby licensed being indicated on the attached blue print which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than _____ feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of _____ feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO. 38776 433

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ~~term~~ **October 1, 1948 to December 31, 1949** ~~year~~ the sum of TEN DOLLARS (\$10.00) and thereafter, annually, in advance, the sum of THREE DOLLARS (\$3.00) per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

8a. The Licensee shall not permit the occupants of the store buildings served by the power line herein licensed to use its poles as support for a platform or platforms, and should such platform or platforms be constructed or the creation of other nuisances be the result of locating said poles on Licensor's property, the Licensee shall cause the removal of such nuisances forthwith.

APPROVED
E.L.H.
Supt. Communications
11-19-48

APV'D AS TO FORM
W.W.M.
GENERAL ATTORNEY
DATE 11/16/48

APPROVED
Property & Tel. Commissioner

APPROVED
A.N.P.
CHIEF ENGINEER
G.T.W. RR.

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

Signed, sealed and delivered in the presence of:

T. T. Rebrick

Grand Trunk Western Railroad Company
BY: [Signature]
Its Vice President & General Manager

Walter P. Zink

APV'D AS TO FORM
Consumers Power Company
BY: [Signature]
Its Vice President

Walter L. Shay

[Handwritten signature]

LICENSE

FROM

TO

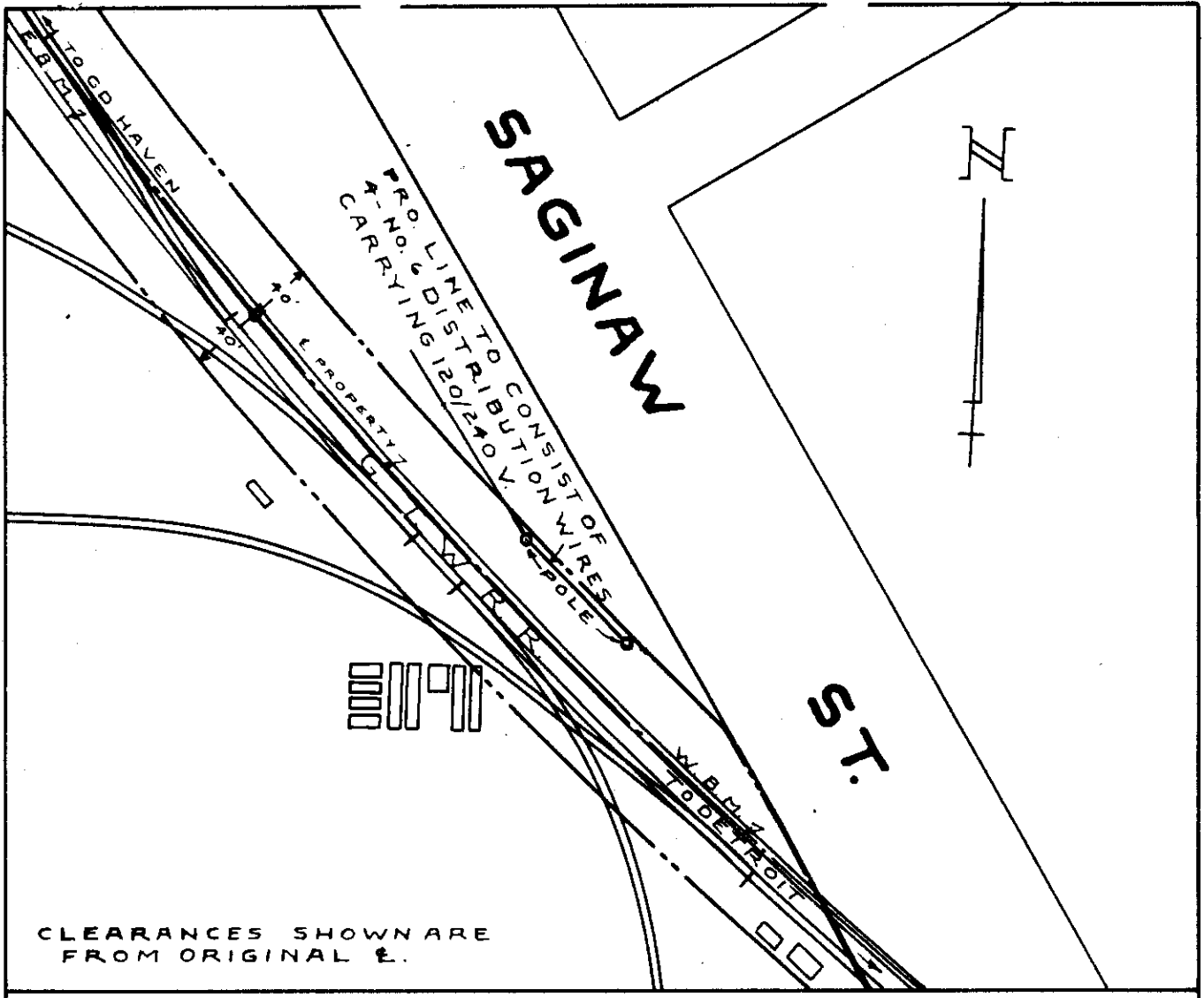
FOR

AT

Date

Expires

Rental



GRAND TRUNK WESTERN R. R. CO.
 HOLLY SUBD. DETROIT DIVISION
PONTIAC
 OAKLAND COUNTY MICH.
LICENSE
CONSUMERS POWER CO.
 SCALE 1" = 100' OCTOBER 1, 1948
 OFFICE OF ASSISTANT ENGINEER DETROIT, MICH.
 L-125-48

BOUNDARIES OF R. R. CO. LAND
 FACILITIES COVERED BY LICENSE
 DR. R. U. CK. E.W.O.
A. Van Poper
 ASSISTANT ENGINEER

RECORDED RIGHT OF WAY NO. 38776 A33

THIS IS THE PLAN REFERRED TO IN THE
 _____ LICENSE _____ HEREONTO ANNEXED
 DATED 1st DAY OF October, 1948

 CONSUMERS POWER COMPANY-
 BY D. Deharu
 Its Vice President
 WITNESS XX Helene P. Zink
XX Helen L. Sharp

Deharu
 10/10

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

159 0137 ✓

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 9	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 22
07	L59 43	1		RX	3	09 01 43

50

Payment Frequency 29	Rental 21 33	OH-UG Code 34	Division 35	County 36	City or Township 44	Section 45
A	+ <small>omit For Now</small>	1	4	08	PONTIAC	

47 Location 50

MP 36.38 S. AND W. OF CLINTON RIVER

- Update Type Codes
- 1 = New Agreement
 - 2 = Revised Agreement
 - 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. _____

159 0137 159 0137

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

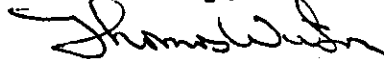
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.

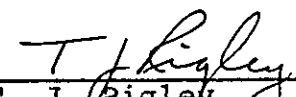
Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson
Real Estate Associate

AGREED TO:



T. J. Rigley
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO.

38176, A-321

OVERHEAD WIRES

THIS LICENSE, effective the 1st day of September, 1943,

WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, hereinafter called the "Licensor," licenses and permits the CONSUMERS POWER COMPANY, Jackson, Michigan, hereinafter called the "Licensee," to install, maintain and use a power line consisting of 3 No. 6 wires carrying 4800 volts and 3 No. 6 wires carrying 240 volts with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Portias in the County of Oakland State of Michigan the particular character and location of said facilities hereby licensed being indicated on the attached blue print which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 29 feet above the top of the rails of the Licensor's tracks, and 9 feet above top of telegraph line, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. 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 power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged 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 power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon sixty days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, 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.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, 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 or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO.

38776 934

7. For the privileges herein contained, the Licensee agrees to pay the Licensor, in advance, for the ~~period from 1-1-1943 to Dec-31-1943~~ ~~one year of the continuation of this license~~, the sum of ~~TEN DOLLARS (\$10.00)~~ and thereafter, annually, in advance, the sum of ~~ONE DOLLAR AND FIFTY CENTS (\$1.50)~~ per annum.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

9. This license cancels and supersedes a previous license dated October 1, 1928 in favor of the Licensee.

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

Signed, sealed and delivered in the presence of: *[Signature]*

GRAND TRUNK WESTERN RAILROAD COMPANY
BY *[Signature]*
Its General Manager

APVD. AS TO FORM
DATE 10-19-43

M. C. Henshaw
H. J. Lenoki

CONSUMERS POWER COMPANY
BY *[Signature]*
Its Vice President

APVD. AS TO FORM
WRR
DATE 10-29-43

APPROVED *[Signature]*
Property Tax Commissioner
APPROVED *[Signature]*
CHIEF ENGINEER
G. T. W. RR.

[Handwritten note]
8-21-47
LW 112

LICENSE

FROM

TO

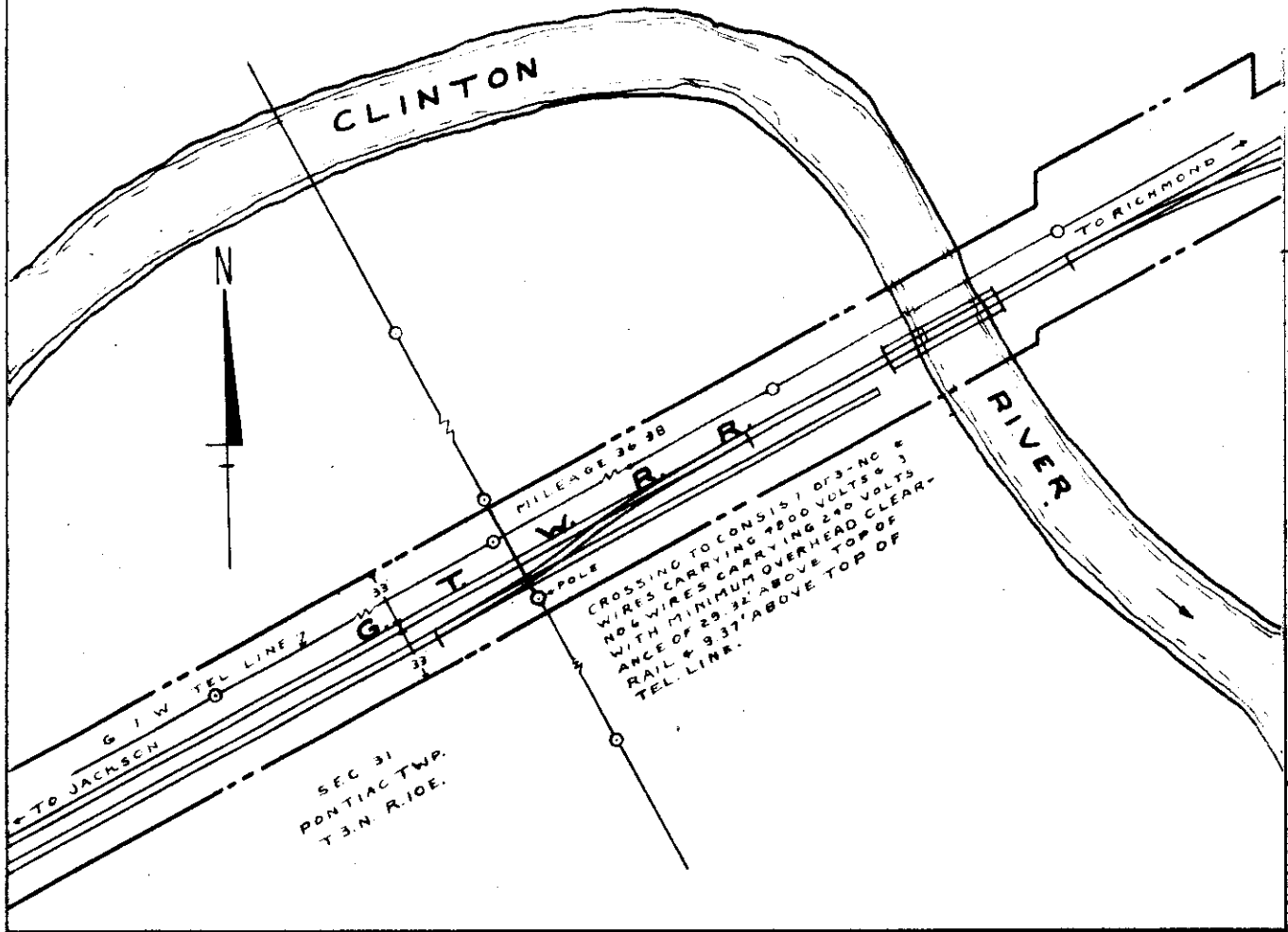
FOR

AT

Date

Expires

Rental



Pontiac City

GRAND TRUNK WESTERN R. R. Co.

JACKSON SUBD. DETROIT DIVISION

PONTIAC

OAKLAND COUNTY MICH.

LICENSE

CONSUMERS POWER CO.

SCALE 1" = 100'

OFFICE OF ASSISTANT ENGINEER

L-59-43

SEPT. 1, 1943

DETROIT, MICH.

BOUNDARIES OF R. R. CO LAND
FACILITIES COVERED BY LICENSE



DR. R. U. CK. F. W. O.

A. Van Poper
ASSISTANT ENGINEER

RECORDED RIGHT OF WAY NO. 38776 A34

THIS IS THE PLAN REFERRED TO IN THE
License

HEREONTO ANNEXED

DATED 1st DAY OF September, 1943

CONSUMERS POWER COMPANY-

BY- *[Signature]*
Its- Vice President

WITNESS xx *M. C. Henshaw*

xx *H. J. Lencki*

APPRO'D. AS TO FORM
[Signature]
DATE 10-29-43

[Handwritten notes]
10/29/43
10/29/43

To: Records Center

From: Real Estate and Rights of Way Department

Subject:

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 9	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 27
07	62390WE	1		OCCPT		070114
Payment Frequency 28	Rental 33	OH-UG Code 34	Division 35	County 36	City or Township 44	Section 46
2		1	4	08	PONTIAC	
Location 47						
ON W HURON - BETW THORPE AND MARK 80						

- Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved _____

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

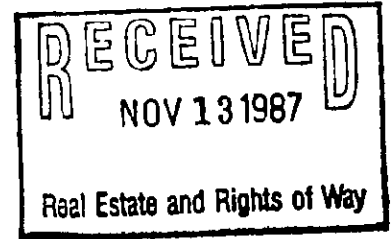
RECORDED RIGHT OF WAY NO. 38776, A-35



Consumers
Power

**POWERING
MICHIGAN'S PROGRESS**

General Offices: 212 West Michigan Avenue, Jackson, MI 49201 • (517) 788-0550



November 10, 1987

Thomas Wilson, Real Estate Associate
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

In accordance with your inquiry of November 3, 1987, I have checked my files and find no record of an annual \$1.00 payment made to cover agreement dated July, 1914.

Regarding license dated December 16, 1911, I have read through the agreement and understand the document to have expired five years after execution. Therefore, I would have to assume that the agreement is terminated by its own condition stated in its early paragraphs.

I have checked with our Land Records Section, who advise me that we have no drawing which would show a consolidated view of the railroad crossings in the City of Pontiac.

I hope that this information is helpful to you in sorting your records for future payments. However, if you should have any further questions, I would be happy to assist you in any way that I can.

(Josephine G. VanEpps)
J J VanEpps
Senior Document Verifier
Land and Right of Way

RECORDED RIGHT OF WAY NO.

9207726 2-21

This Agreement, made and entered into this _____ day of July A. D. 1913, by and between the Detroit United Railway

a Michigan corporation, party of the first part, hereinafter for convenience called the Railway Company; and the Pontiac Power Company of Pontiac, Michigan, a Michigan corporation, party of the second part, hereinafter for convenience called the Power Company;

Pontiac Power Co

WHEREAS, The Railway Company has along its right-of-way on West Huron Street between Thorpe Street and Mark Street in the City of Pontiac sufficient space on its poles to permit additional two power wires thereon, and

WHEREAS, the Power Company desires to place on four poles located as stated above, two additional power wires until such time as a new pole line is constructed;

Therefore Witnesseth:

Consent, permission and authority from the Railway Company is given unto the Power Company to place two power wires on the poles of said Railway Company between Thorpe Street and Mark Street on West Huron Street

under the following restrictions, terms and conditions:

1. Said Power Company's wires shall not be placed thereon without first having obtained a permit to do so from the Superintendent of Power of the Railway Company, and then only at such places and in such manner as he may designate. In no event shall the two power wires be the property of any person, firm, corporation other than the Power Company

2. Said Power Company agrees and does hereby agree to keep and save harmless said Railway Company, its successors and assigns from any and all claim or claims of liability, damage or injury, of whatever name or nature, that may arise because of the permission herein granted.

3. Said Power Company agrees to remove said power wires within thirty days after notice so to do and agrees further to remove said power wires without injury to the property of said Railway Company and to restore said poles and right-of-way to a condition satisfactory to said Railway Company.

4. Said Power Company agrees in consideration of the permission herein granted, and other valuable considerations, to pay to said Railway Company the sum of One Dollar (\$1.00) payable annually on the first day of August in each year that this agreement shall continue its force and effect.

RECORDED RIGHT OF WAY NO.

25-276 A-35

5. In case said Railway Company desires to change, repair or reconstruct any poles, appliances on right-of-way or said _____ **Power Company** _____ shall cause its _____ **power wires** _____ to conform to such change, repairs or reconstruction at its own expense and in a manner satisfactory to the Superintendent of Power of said Railway Company.

6. Said _____ **Power Company** _____ agreeing to permit the Railway Company free use of said _____ **Power wires** _____ for such railway purposes as the Superintendent of Power shall deem necessary or expedient, so long as such use does not seriously interfere with nor injure the _____ **Power Company** _____ in its use thereof.

7. Said _____ **Power Company** _____ shall maintain such _____ **power wires** _____ in good condition.

8. The Superintendent of Power wherein referred to in this agreement shall mean the Superintendent of Power of the Railway Company.

In Witness Whereof, the parties hereto have caused these presents to be signed by their respective officers thereunto duly authorized and their seals to be affixed the day and year first above written.

ATTEST:

A. Peter
Secretary
Eva Johnson
Secretary

Detroit United Railway L.S.
By *F. W. Brown*
General Manager.

Pontiac Power Company L.S.

By *B. W. Baker*
Genl Manager.

APPROVAL:

[Signature]
Superintendent of Power

Attorney

RECORDED RIGHT OF WAY NO.

38776

A-36



EAST

EASTERN MICHIGAN RAILWAYS

14401 THIRD AVENUE
HIGHLAND PARK, MICH.

EXHIBIT NO. 153

SEP 19 1929



Gentlemen:

This is to advise you that the undersigned elects to adopt and continue in force according to its terms and that certain **Agreement between Detroit United Railway and Pontiac Power Company (now Consumers Power Company)**

bearing date July 1914 executed by Detroit United Railway
and Pontiac Power Company

as parties thereto, covering permission to Power Company to place 2 wires on Railway Company's poles on West Huron Street between Thorpe and Mark Street

This election is made by the undersigned as grantee, successor and/or assignee of the purchaser at judicial sale under the authority of Article Twelfth of the final decree of the United States Court at Detroit, Michigan, dated July 25, 1928, entered in Consolidated Cause in equity No. 1129 in which the Central Union Trust Company of New York is plaintiff and Detroit United Railway is defendant as well as in four other constituent causes then pending.

Dept. Secretary's
Contract No. Power 623
Secy's File No. 1200

Very respectfully,
EASTERN MICHIGAN RAILWAYS
BY [Signature]
Vice-President
Attest [Signature]
Secretary

RECORDED RIGHT OF WAY NO. 38726 A-25

DATA SHEET
TO ACCOMPANY
DRAWING No. —

File 840-WX-16
Date 3-19-75

NAME OF RAILROAD GRAND TRUNK WESTERN

NAME OF COMPANY CONSUMERS POWER COMPANY

NAME & LOCATION OF CROSSING

Street SAGINAW

Distance to nearest intersection 230' SOUTH OF RUNDALL STREET & 225' EAST OF SAGINAW STREET

County OAKLAND Township PONTIAC

Section 20 Township 3N Range 10E

CIRCUITS

Number 2 Volts 41,600 Frequency 60Hz

No. of Wires 7 Phase 6 Lighting proc. wire 1

POLES TOWERS

Material WRC OR SYP Total Length 80'

Circumference at top #98-27" #99-23" At Ground Line #98-57.7" #99-50.4"

Depth of Setting 10' Kind EARTH

GUYS

Number —

Kind & Size — Strength —

GUY ATTACHMENT

To pole, height above ground —

To anchor, distance from pole —

GUY CLAMPS

Number — Kind — Size —

GUY INSULATORS

Number — Kind — Size —

GUY ANCHORS TOWER ANCHORS

Kind — Size — Depth of Setting —

ANCHOR RODS

Material — Size —

CROSSARMS

Material FIR Size 3 1/2" x 4 1/2" x 8' & 10'

Number Present Construction 6 Future 6

CROSSARM ATTACHMENTS

Galvanized YES Plain —

Center Bolts YES Size 5/8" DIA

Spacers YES Kind DOUBLE ARMING BOLTS

Braces YES Kind WOOD Size 1 1/2" x 2 1/2" x 4 1/2"

Brace Bolts—Kind and size at arm end 1/2" x 6" GALV MACH BOLTS

Brace Bolts—Kind and size at pole end 1/2" x 5" GALV LAG SCREW

PINS OTHER INSULATOR ATTACHMENT

Material GALV STEEL Type DOUBLE ARM Size 1/4" x 12" Galvanized YES

INSULATORS

Make OHIO BRASS #35223 (PIN TYPE)

Size 7 1/2" x 10 1/2"

Type PIN TYPE Material PORCELAIN

CONDUCTORS

Number 6 Size #4/0

Material COPPER Medium — Hard Drawn —

Solid — Stranded 7 Bare —

Insulated —

TIES CLAMPS

Type (Show by sketch)

Tie wire—Material COPPER Size #6

RECORDED RIGHT OF WAY NO. 38776 B-1

DATA SHEET
TO ACCOMPANY
DRAWING No. —

File 840-WX-16
Date 3-19-75

NAME OF RAILROAD GRAND TRUNK WESTERN
NAME OF COMPANY CONSUMERS POWER COMPANY

NAME & LOCATION OF CROSSING
Street SAGINAW
Distance to nearest intersection 230' SOUTH OF RUNDALL STREET & 22.5'
EAST OF SAGINAW STREET
County OAKLAND Township PONTIAC
Section 20 Township 3N Range 10E

CIRCUITS
Number 2 Volts 41,600 Frequency 60HZ
No. of Wires 7 Phase 6 Lighting proc. wire 1

POLES TOWERS
Material WRC OR SYP Total Length 80'
Circumference at top #98-27" #99-23" At Ground Line #98-57.7" #99-50.4"
Depth of Setting 10' Kind EARTH

GUYS
Number —
Kind & Size — Strength —

GUY ATTACHMENT
To pole, height above ground —
To anchor, distance from pole —

GUY CLAMPS
Number — Kind — Size —

GUY INSULATORS
Number — Kind — Size —

GUY ANCHORS TOWER ANCHORS
Kind — Size — Depth of Setting —

ANCHOR RODS
Material — Size —

CROSSARMS
Material FIR Size 3 1/2" x 4 1/2" x 8' & 10'
Number Present Construction 6 Future 6

CROSSARM ATTACHMENTS
Galvanized YES Plain —
Center Bolts YES Size 5/8" DIA
Spacers YES Kind DOUBLE ARMING BOLTS
Braces YES Kind WOOD Size 1 1/2" x 2 1/2" x 4 1/2"
Brace Bolts—Kind and size at arm end 1/2" x 6" GALV MACH BOLTS
Brace Bolts—Kind and size at pole end 1/2" x 5" GALV LAG SCREW

PINS OTHER INSULATOR ATTACHMENT
Material GALV STEEL Type DOUBLE ARM Size 1/4" x 12" Galvanized YES

INSULATORS
Make OHIO BRASS #38223 (PIN TYPE)
Size 7 1/2" x 10 1/2"
Type PIN TYPE Material PORCELAIN

CONDUCTORS
Number 6 Size #4/0
Material COPPER Medium — Hard Drawn —
Solid — Stranded 7 Bare —
Insulated —

TIES CLAMPS
Type (Show by sketch)
Tie wire—Material COPPER Size #6

RECORDED RIGHT OF WAY NO. 38776

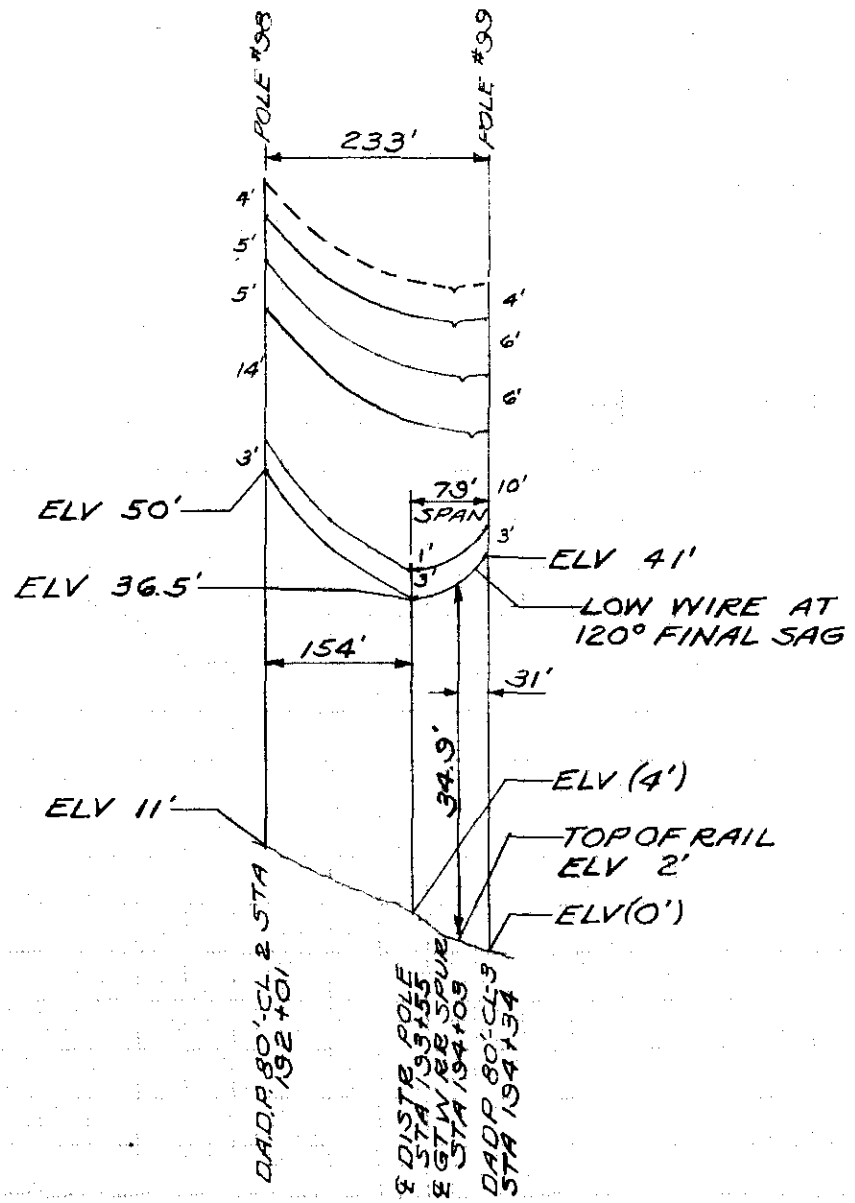
38776
B-1

ELV 75

ELV 50

ELV 25

ELV 0



240' RS
Scale
Vert 1" = 20'
Horz 1" = 200'

POLES TOWERS

DRAWING NO.

STRUCTURE NO. 98

TYPE DADP
INSULATOR DETAILS PIN TYPE

MV-E2522
MV-E2522

STRUCTURE NO. 99

TYPE DADP
INSULATOR DETAILS PIN TYPE

TL-E18331 SH, 1
TL-E18024 SH, FIG 2

CONDUCTOR

SIZE
SAG CHART NO.
60° FINAL SAG IN CROSSING SPAN
60° FINAL CLEARANCE OVER R.R.
120° FINAL CLEARANCE OVER R.R.

<u>TRANSMISSION</u>	<u>DISTRIBUTION</u>
# 4/0 COPPER	#1/0 COPPER PRIMARY
MV-A2436	OLCS PAGE 6-71
2.75	.66'
	35.04' (36.6)
	34.95' (36.4)

DATE 3-19-75
By RJF/DAH

CONSUMERS POWER COMPANY
Jackson, Michigan

PROFILE TO ACCOMPANY RAILROAD CROSSING
FORM NO. 707 FILE NO. 840-WX-16
PP- 4587 SH. 13

RECORDED RIGHT OF WAY NO. 38776 B-1

1. LOCATION OF CROSSING

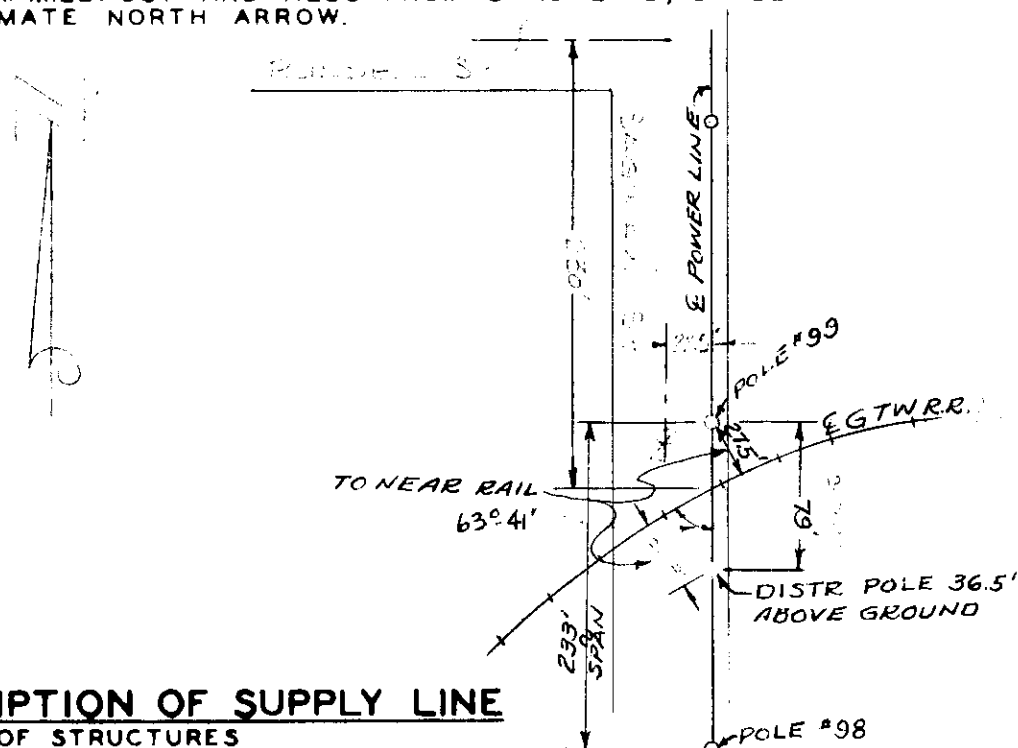
DATE 10-75 BY _____

CITY _____ STREET _____ TOWNSHIP _____
 SECTION NO. _____ TOWN _____ RANGE _____ COUNTY _____
 STRUCTURES OR ANCHORS ON R.R. PRIVATE R/W, YES _____ NO _____
 CONDUCTOR OR WIRE OVERHANGING R.R. PRIVATE R/W YES _____ NO _____

2. PLAN OF CROSSING

SCALE 1" = 100' PLAN MUST INCLUDE ϕ OF R.R.

TRACKS, APPROXIMATE R.R. R/W LINES, CLEARANCES TO NEAR RAIL OF POLES, GUYS AND ANCHORS, (INDICATE ONLY THE ϕ OF THE POWER LINE), DISTANCE FROM R.R. MILEPOST AND ALSO FROM LAND LINE, STREET OR ROAD ϕ AND APPROXIMATE NORTH ARROW.



3. DESCRIPTION OF SUPPLY LINE

TYPE OF STRUCTURES

SINGLE WOOD POLE TWO OR THREE WOOD POLE _____ RIGID STEEL TOWER _____

CONDUCTORS AND/OR OTHER WIRES

EXISTING - CROSSING PERMIT M.P.S.C. NO. EC3-8-13090 DATED 10-27-75

NO. AND SIZE	MATERIAL	OPERATING VOLTAGE
1 - 30/000 AWG	ALUMINUM	GROUND WIRE
1 - 3/0	COPPER	4160 VOLTS
1 - 4/0	COPPER	4160 VOLTS
1 - 1/0	COPPER	4160 VOLTS
1 - 6	COPPER	4160 VOLTS
PROPOSED - TOTAL AFTER ALTERATION		
NO. AND SIZE	MATERIAL	OPERATING VOLTAGE
1 - 30/000 AWG	ALUMINUM	GROUND WIRE
1 - 3/0	COPPER	4160 VOLTS
1 - 4/0	COPPER	4160 VOLTS
1 - 1/0	COPPER	4160 VOLTS
1 - 6	COPPER	4160 VOLTS

4. CLEARANCES

(NEAREST 0.1 FOOT WITH LOWEST CONDUCTOR OR WIRE AT 80° FINAL SAG)
 OVER R.R. RAILS 35 FT OVER R.R. COMMUNICATION OR SIGNAL WIRES _____ FT

5. INDUCTIVE COORDINATION

INDUCTIVE COORDINATION REQUIRED YES _____ NO _____
 COORDINATION WORK COMPLETED YES _____ NO _____

6. SPECIFICATIONS

CROSSING WILL CONFORM TO REQUIREMENTS OF CONSUMERS POWER COMPANY SPECIFICATIONS AS FILED WITH AND APPROVED BY M.P.S.C.

CONSUMERS POWER CO. JACKSON, MICHIGAN 1000 W. WASHINGTON ST. JACKSON, MICHIGAN 48661	PROPOSED SUPPLY LINE CROSSING R. R. CO. <u>GTWRR.</u> TR. NO. <u>W3333W</u> C.P. CO. LINE <u>4160V 7200 S.E.</u>	W.O. NO. <u>0131-17513-90001</u> FILE NO. <u>5-1-7-75</u> M.P.S.C. NO. <u>EC3-8-13090</u>
	CROSSING PERMIT M.P.S.C. NO. <u>EC3-8-13090</u> DATED <u>10-27-75</u>	

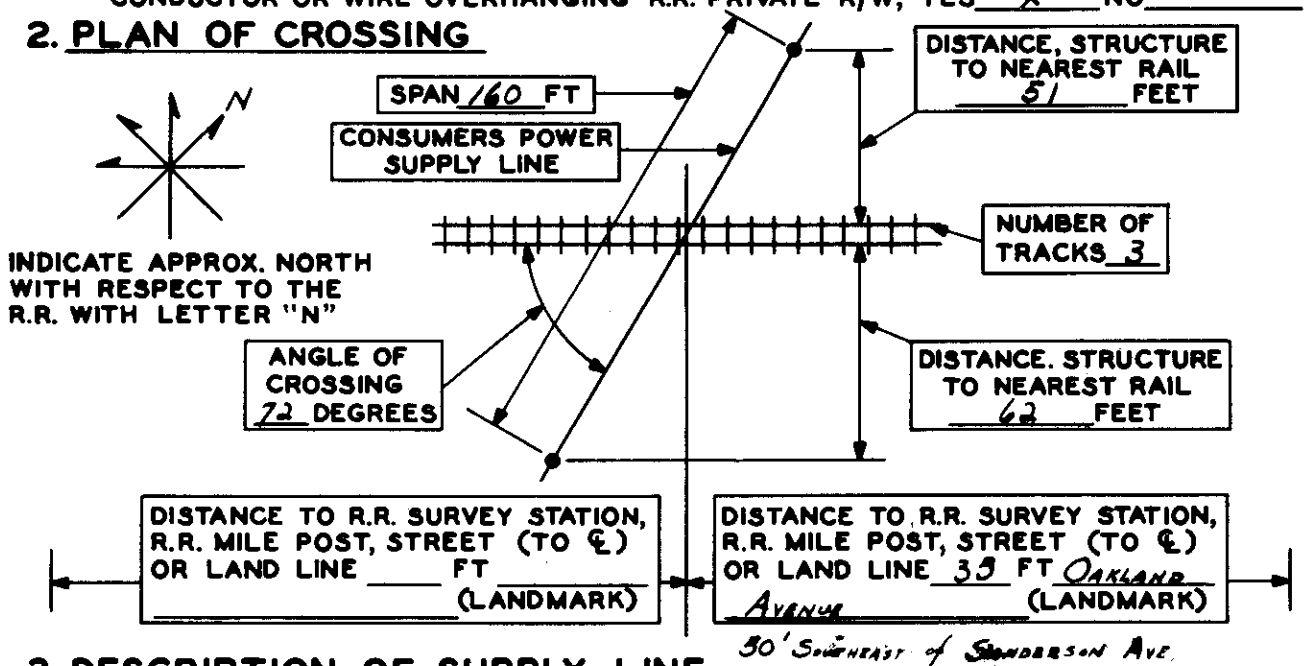
RECORDED RIGHT OF WAY NO. 2816-5-1

1. LOCATION OF CROSSING

DATE 6-19-56 BY ELFRING

CITY PONTIAC STREET TOWNSHIP PONTIAC
 SECTION NO. 29 TOWN 3N RANGE 10E COUNTY OAKLAND
 STRUCTURES OR ANCHORS ON R.R. PRIVATE R/W, YES X NO
 (IF YES, ATTACH DETAIL SHEET)
 CONDUCTOR OR WIRE OVERHANGING R.R. PRIVATE R/W, YES X NO

2. PLAN OF CROSSING



3. DESCRIPTION OF SUPPLY LINE

TYPE OF STRUCTURES

SINGLE WOOD POLE X TWO OR THREE WOOD POLE RIGID STEEL TOWER

CONDUCTORS AND/OR OTHER WIRES

EXISTING - CROSSING PERMIT M.P.S.C. NO. EC3-8-5180 DATED 12-30-52

NO. AND SIZE	MATERIAL	OPERATING VOLTAGE
<u>3</u> <u>3/4"</u>	<u>GALV. STEEL</u>	<u>GUY WIRES</u>

PROPOSED - TOTAL AFTER ALTERATION

NO. AND SIZE	MATERIAL	OPERATING VOLTAGE
<u>3</u> <u>3/4"</u>	<u>GALV. STEEL</u>	<u>GUY WIRES</u>

4. CLEARANCES

(NEAREST 0.1 FOOT WITH LOWEST CONDUCTOR OR WIRE AT 80° FINAL SAG.)
 OVER R.R. RAILS 30 FT, OVER R.R. SIGNAL WIRES 6 FT

5. INDUCTIVE COORDINATION

INDUCTIVE COORDINATION REQUIRED YES NO X
 COORDINATION WORK COMPLETED YES NO

6. SPECIFICATIONS

CROSSING WILL CONFORM TO M.P.S.C. ORDER NO. D-2916-48.3

CONSUMERS POWER CO.
 JACKSON, MICHIGAN
 RAPID ST. - RUNDALL

PROPOSED SUPPLY LINE
 CROSSING
 R.R. CO. GRAND TRUNK WESTERN
 C.P. CO. LINE 22 KV. TRANS.

W.O. NO. 7770
 FILE NO. 840-WX-17
 M.P.S.C. NO. EC3-8-7052

RECORDED RIGHT OF WAY NO. 38772

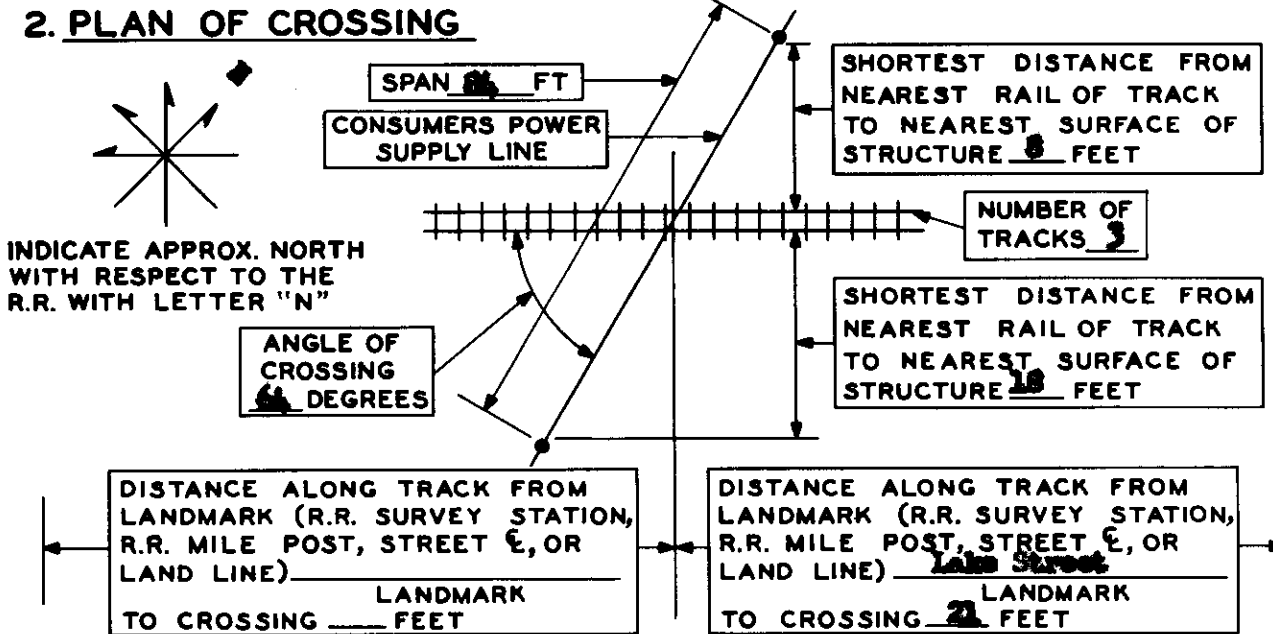
B-2

1. LOCATION OF CROSSING

DATE 4-12-61 BY Wm. Tobson

CITY Portias STREET Lake St. TOWNSHIP Portias
 SECTION NO. 32 TOWN 3-N RANGE 10-E COUNTY Oakland
 STRUCTURES OR ANCHORS ON R.R. PRIVATE R/W, YES _____ NO X
 (IF YES, ATTACH DETAIL SHEET)
 CONDUCTOR OR WIRE OVERHANGING R.R. PRIVATE R/W, YES _____ NO X

2. PLAN OF CROSSING



3. DESCRIPTION OF SUPPLY LINE

North of Orton St.

TYPE OF STRUCTURES
 SINGLE WOOD POLE X TWO OR THREE WOOD POLE _____ RIGID STEEL TOWER _____

CONDUCTORS AND/OR OTHER WIRES
 EXISTING - CROSSING PERMIT M.P.S.C. NO. EC3-8-5300 DATED 3-30-1953

NO. AND SIZE	MATERIAL	OPERATING VOLTAGE
3 <u>3/8"</u>	<u>Galv. Steel</u>	<u>Gay Wire (Trans)</u>
3 <u>#6</u>	<u>Copper</u>	<u>4800 Volts</u>
2 <u>#6</u>	<u>Copper</u>	<u>120 Volts</u>

PROPOSED - TOTAL AFTER ALTERATION

NO. AND SIZE	MATERIAL	OPERATING VOLTAGE
3 <u>3/8"</u>	<u>Galv. Steel</u>	<u>Gay Wires (Trans)</u>
3 <u>3/0</u>	<u>ACSR</u>	<u>4800 Volts</u>
2 <u>#6</u>	<u>Copper</u>	<u>120 Volts</u>

4. CLEARANCES

(NEAREST 0.1 FOOT WITH LOWEST CONDUCTOR OR WIRE AT 60° FINAL SAG.)
 OVER R.R. RAILS 21 FT OVER R.R. COMMUNICATION OR SIGNAL WIRES 12.2 FT

5. INDUCTIVE COORDINATION

INDUCTIVE COORDINATION REQUIRED YES _____ NO X
 COORDINATION WORK COMPLETED YES _____ NO _____

6. SPECIFICATIONS

CROSSING WILL CONFORM TO REQUIREMENTS OF CONSUMERS POWER COMPANY SPECIFICATIONS AS FILED WITH AND APPROVED BY THE MICHIGAN PUBLIC SERVICE COMMISSION

CONSUMERS POWER CO. JACKSON, MICHIGAN <u>Bartlett Sup</u>	PROPOSED SUPPLY LINE CROSSING R.R. CO. <u>Ord. Trunk Western</u> C.P.CO. LINE <u>23 KV Trans.</u>	W.O. NO. <u>1431-4750-3004</u> FILE NO. <u>2134-W-1</u> M.P.S.C. NO. <u>EC3-8-9882</u>
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RECORDED RIGHT OF WAY NO. 38776
 B-3

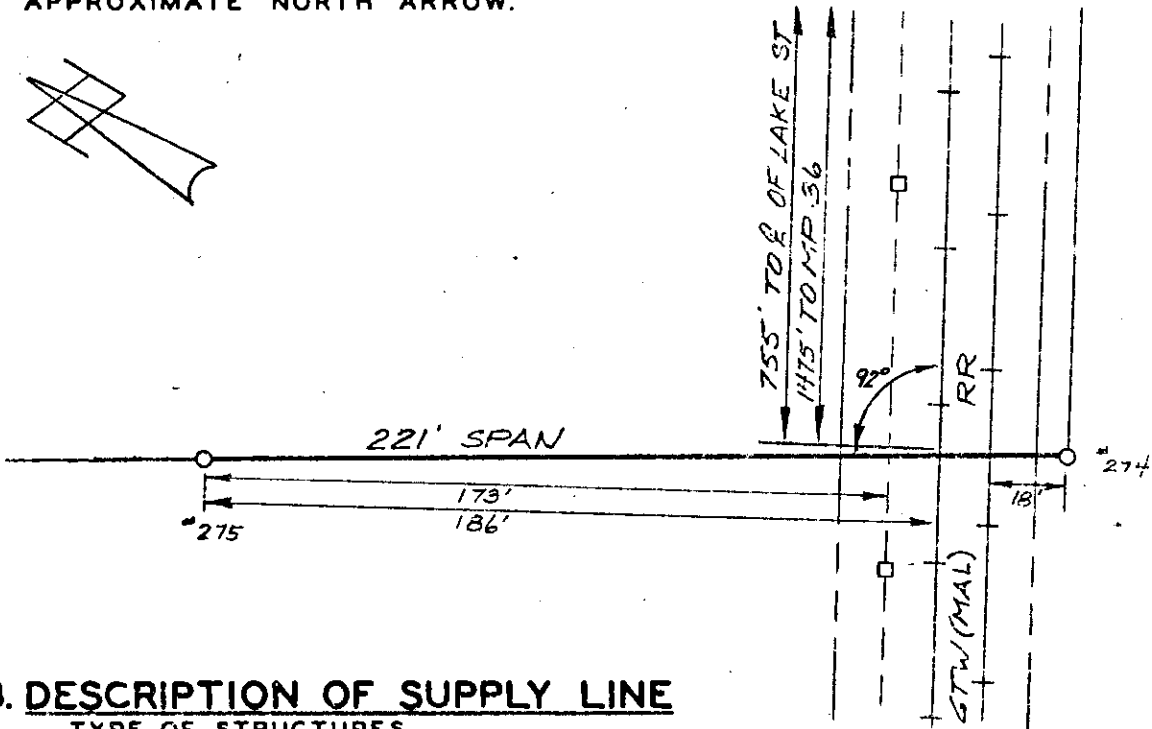
1. LOCATION OF CROSSING

DATE 24-73 BY

CITY PONTIAC STREET LAKE TOWNSHIP PONTIAC
 SECTION NO. 32 TOWN 3N RANGE 10E COUNTY OAKLAND
 STRUCTURES OR ANCHORS ON R.R. PRIVATE R/W, YES NO X
 CONDUCTOR OR WIRE OVERHANGING R.R. PRIVATE R/W YES X NO

2. PLAN OF CROSSING

SCALE 1" = 50' PLAN MUST INCLUDE ϵ OF R.R. TRACKS, APPROXIMATE R.R. R/W LINES, CLEARANCES TO NEAR RAIL OF POLES, GUYS AND ANCHORS, (INDICATE ONLY THE ϵ OF THE POWER LINE), DISTANCE FROM R.R. MILEPOST AND ALSO FROM LAND LINE, STREET OR ROAD ϵ AND APPROXIMATE NORTH ARROW.



3. DESCRIPTION OF SUPPLY LINE

TYPE OF STRUCTURES
 SINGLE WOOD POLE X TWO OR THREE WOOD POLE RIGID STEEL TOWER
 CONDUCTORS AND/OR OTHER WIRES

EXISTING - CROSSING PERMIT M.P.S.C. NO. EC3-8-11923 DATED 1-30-69

NO. AND SIZE	MATERIAL	OPERATING VOLTAGE
1 80,000 CM	ACSR	GROUND WIRE
3 795,000 CM	ACSR	41,600 VOLTS
3 3/0	ACSR	4800 VOLTS

NO. AND SIZE	MATERIAL	OPERATING VOLTAGE
1 80,000 CM	ACSR	GROUND WIRE
3 795,000 CM	ACSR	41,600 VOLTS
3 3/0	ACSR	4800/8320V CLOSED WYE

4. CLEARANCES

(NEAREST 0.1 FOOT WITH LOWEST CONDUCTOR OR WIRE AT 60° FINAL SAG)
 OVER R.R. RAILS 46.6 FT OVER R.R. COMMUNICATION OR SIGNAL WIRES 326 FT

5. INDUCTIVE COORDINATION

INDUCTIVE COORDINATION REQUIRED YES NO X
 COORDINATION WORK COMPLETED YES NO

6. SPECIFICATIONS

CROSSING WILL CONFORM TO REQUIREMENTS OF CONSUMERS POWER COMPANY SPECIFICATIONS AS FILED WITH AND APPROVED BY M.P.S.C.

CONSUMERS POWER CO. JACKSON, MICHIGAN FRANKLIN - STOCKWELL (BARTLETT SPUR)	PROPOSED SUPPLY LINE CROSSING R. R. CO. <u>GRAND TRUNK WESTERN</u> C.P. CO. LINE <u>416 KV TRANS</u>	W.O. NO. <u>2196</u> FILE NO. <u>2194-WX-2</u> M.P.S.C. NO. <u>EC3-8-12892</u>
	& DISTR.	

RECORDED RIGHT OF WAY NO. 38776 B-4

ELV 175

ELV 150

ELV 125

ELV 100

ELV 159.55
DISTR PRIMARY

ELV 152 DISTR PRIMARY

LOW WIRE AT
120° FINAL SAG

ELV TOP OF
RAIL (104.6')

ELV (111.0')

ELV 101.3'

DADA 85' CL
34+50

E.P.R. SIGNAL WIRE
E.G.T.W. R.R. 32+60
E.G.T.W. SIDING 32+42
D.D.E. 60' CL 32+29

Scale
Horz 1" = 200'
Vert 1" = 20'

POLES TOWERS

DRAWING NO.

STRUCTURE NO. 274

TYPE DDE
INSULATOR DETAILS DEAD END

50-E23911SH1
50-E23911-SH1F

STRUCTURE NO. 275

TYPE DADP
INSULATOR DETAILS PIN TYPE

50-E23877SH1
DETAIL "B" OR "C"

CONDUCTOR

TRANSMISSION

DISTRIBUTION

SIZE
SAG CHART NO.
60° FINAL SAG IN CROSSING SPAN
60° FINAL CLEARANCE OVER R.R.
120° FINAL CLEARANCE OVER R.R.

795 kcmil ACSR
T46-A1769
3.87'

#3/0 ACSR
OLCS PAGE 14-24
1.99'
46.6'
46.2'

DATE 12-18-73
By DAH/JTL

CONSUMERS POWER COMPANY
Jackson, Michigan

PROFILE TO ACCOMPANY RAILROAD CROSSING
FORM NO. 707 FILE NO. 2134-WX-2

pp. 15366 sh1

RECORDED RIGHT OF WAY NO. 2376-8-4

DATA SHEET
TO ACCOMPANY
DRAWING No. —

File 2134-WX-2
Date 12-18-73

NAME OF RAILROAD GRAND TRUNK WESTERN
NAME OF COMPANY CONSUMERS POWER COMPANY
NAME & LOCATION OF CROSSING

Street _____
Distance to nearest intersection 755 Ft. NE to E Lake Street.

County OAKLAND Township PONTIAC
Section 32 Township 3N Range 10E

CIRCUITS
Number 1 Volts 41,600 volts Frequency 60 hz
No. of Wires 4 Phase 3 Lighting proc. wire 1

POLES TOWERS
Material Wood Total Length 1-80' and 1-85'
Circumference at top 23" and 25" At Ground Line 65" and 53" min
Depth of Setting 10' and 10'-6" Kind Earth

GUYS
Number 6

Kind & Size 3/8" galv. steel Strength 11,500 lbs

GUY ATTACHMENT
To pole, height above ground 69'-4", 61'-0", 50'-4"
To anchor, distance from pole 50'

GUY CLAMPS
Number 12 Kind 6 Guy Grip DEAD END Tubase Clips Size 3/8"

GUY INSULATORS
Number 4 Kind Fiberglass Size 42" x 1"

GUY ANCHORS TOWER ANCHORS
Kind wood log. Size 7'-6" x 10" Depth of Setting 6'

ANCHOR RODS
Material galv. steel Size 3/4" x 9'-0"

CROSSARMS
Material wood Size 3 5/8" x 5 5/8" x 8' 5 10'
Number Present Construction 4 Future 4

CROSSARM ATTACHMENTS
Galvanized _____ Plain _____
Center Bolts Galv steel Size 5/8" x 20"
Spacers 5/8" x 20" Kind Galv steel bolts
Braces 4 Kind WOOD Size 1 5/8" x 3 5/8" x 4"
Brace Bolts—Kind and size at arm end 5/8" x 7" Galv. steel
Brace Bolts—Kind and size at pole end 5/8" x 1 1/4" Galv. steel

PINS OTHER INSULATOR ATTACHMENT
Material Galv steel Type _____ Size 8" Galvanized

INSULATORS
Make Ohio Brass
Size 7 3/8" x 10 1/2" and 5 3/4" x 10"
Type Pin and Suspension Material Porcelain

CONDUCTORS
Number 3 Size 795 000 cm ACS12
Material Alum + steel Medium _____ Hard Drawn _____
Solid _____ Stranded 26/7 Bare _____
Insulated _____

TIES CLAMPS
Type (Show by sketch) OR #86556 SDM-F 25171
Tie wire—Material Aluminum Size #4 Alum

RECORDED RIGHT OF WAY NO. 38776 B-4

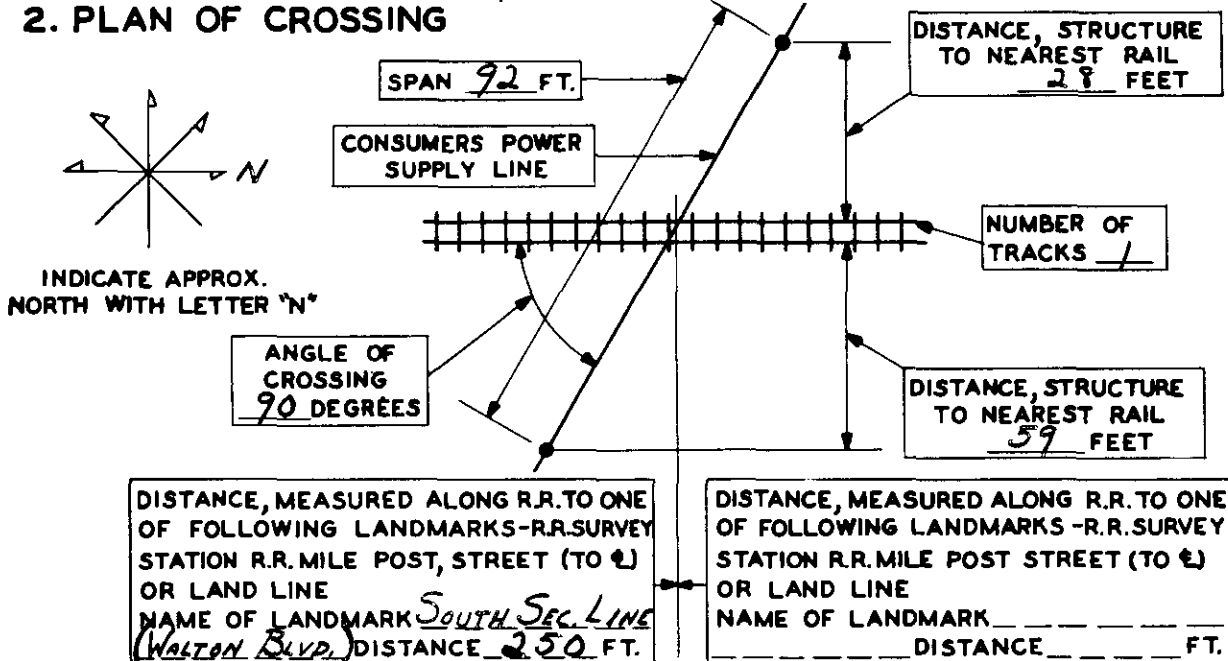
JUNE 7, 1954

1. LOCATION OF CROSSING

A. CITY OR VILLAGE PONTIAC B. STREET NONE
 C. SECTION NO. 8 TOWN 3N RANGE 10E COUNTY OAKLAND
 D. STRUCTURES OR ANCHORS ON R.R. R/W, YES NO X

(IF PROPOSED STRUCTURES OR ANCHORS ARE ON R.R. R/W, ATTACH SKETCH ON 8 1/2 X 11" SHEET SHOWING PLAN OF CROSSING, INCLUDING DETAILS OF LOCATION ON R.R. R/W)

2. PLAN OF CROSSING



3. DESCRIPTION OF SUPPLY LINE

East of UNIVERSITY AVE.

A. STRUCTURES (INDICATE WITH X)
 SINGLE WOOD POLE X TWO OR THREE WOOD POLE _____ RIGID STEEL TOWER _____

B. CONDUCTORS - EXISTING

NO. OF CONDUCTORS	SIZE	MATERIAL	OPERATING VOLTAGE
<u>NONE</u>			

C. CONDUCTORS - PROPOSED (TOTAL AFTER ALTERATION)

NO. OF CONDUCTORS	SIZE	MATERIAL	OPERATING VOLTAGE
<u>3</u>	<u>336,400 cm</u>	<u>ACSR</u>	<u>41,600</u>

4. CLEARANCES - LOWEST CONDUCTOR AT 60°F. OVER -
 R.R. RAILS 43 FT., OVER R.R. SIGNAL WIRES 22 FT.

5. INDUCTIVE COORDINATION

A. DOES PROPOSED WORK INVOLVE PARALLEL REQUIREING
 INDUCTIVE COORDINATION YES _____ NO X
 B. HAS WORK BEEN COORDINATED _____ YES _____ NO _____

6. SPECIFICATIONS - CROSSING WILL CONFORM TO REQUIREMENTS OF
 CONSUMERS POWER COMPANY SPECIFICATIONS AS FILED WITH AND
 APPROVED BY THE MICHIGAN PUBLIC SERVICE COMMISSION.

YUNCK

1-5194

CONSUMERS POWER CO. JACKSON, MICHIGAN <u>WALTON TO PONTIAC MOTORS</u>	PROPOSED SUPPLY LINE CROSSING R.R. <u>GRAND TRUNK WESTERN</u> LINE <u>41.6 KV TRANS</u>	FILE! <u>2349-WX-3</u> M.P.S.C. PERMIT NO. _____
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EE3-8-6115

RECORDED RIGHT OF WAY NO. _____

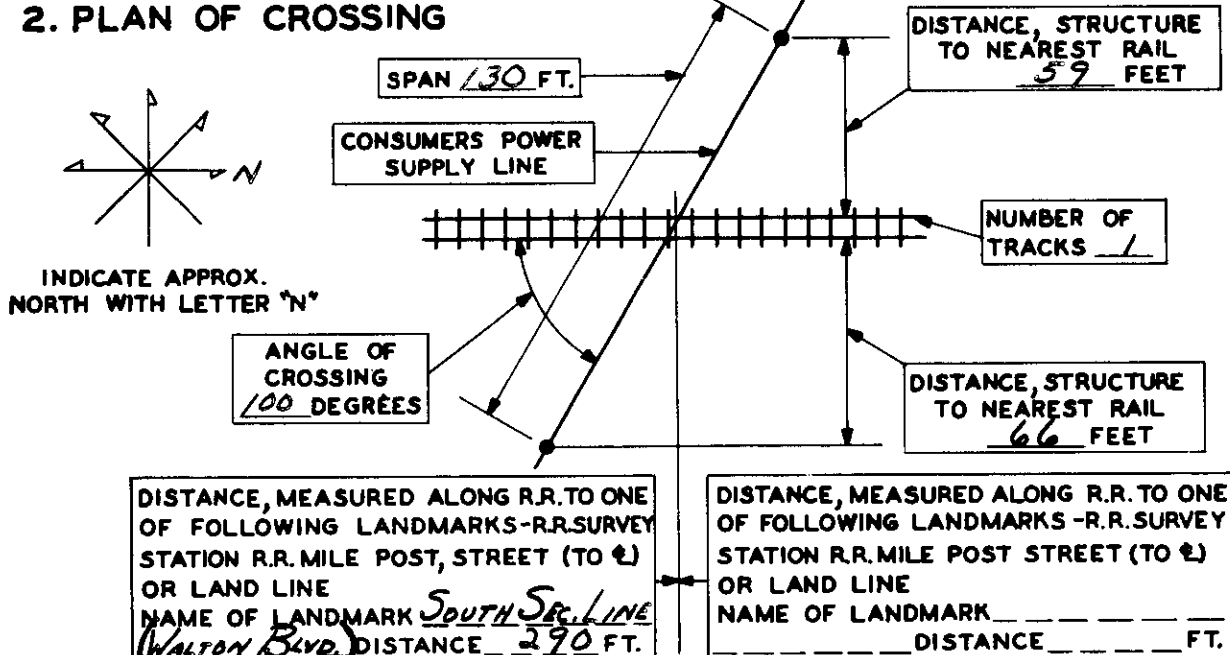
JUNE 7, 1954

1. LOCATION OF CROSSING

A. CITY OR VILLAGE PONTIAC B. STREET TWP - PONTIAC
 C. SECTION NO. 8 TOWN 3N RANGE 10E COUNTY OAKLAND
 D. STRUCTURES OR ANCHORS ON R.R. R/W, YES NO X

(IF PROPOSED STRUCTURES OR ANCHORS ARE ON R.R. R/W, ATTACH SKETCH ON 8 1/2" X 11" SHEET SHOWING PLAN OF CROSSING, INCLUDING DETAILS OF LOCATION ON R.R. R/W)

2. PLAN OF CROSSING



3. DESCRIPTION OF SUPPLY LINE

A. STRUCTURES (INDICATE WITH X)
 SINGLE WOOD POLE X TWO OR THREE WOOD POLE _____ RIGID STEEL TOWER _____

B. CONDUCTORS - EXISTING

NO. OF CONDUCTORS	SIZE	MATERIAL	OPERATING VOLTAGE
<i>None</i>			

C. CONDUCTORS - PROPOSED (TOTAL AFTER ALTERATION)

NO. OF CONDUCTORS	SIZE	MATERIAL	OPERATING VOLTAGE
3	336,400cm	ACSR	41,600

4. CLEARANCES - LOWEST CONDUCTOR AT 60°F. OVER -
 R.R. RAILS 39 FT., OVER R.R. SIGNAL WIRES 19 FT.

5. INDUCTIVE COORDINATION

A. DOES PROPOSED WORK INVOLVE PARALLEL REQUIRING
 INDUCTIVE COORDINATION YES _____ NO X

B. HAS WORK BEEN COORDINATED _____ YES _____ NO _____

6. SPECIFICATIONS - CROSSING WILL CONFORM TO REQUIREMENTS OF
 CONSUMERS POWER COMPANY SPECIFICATIONS AS FILED WITH AND
 APPROVED BY THE MICHIGAN PUBLIC SERVICE COMMISSION.

YUNCA

1-5194

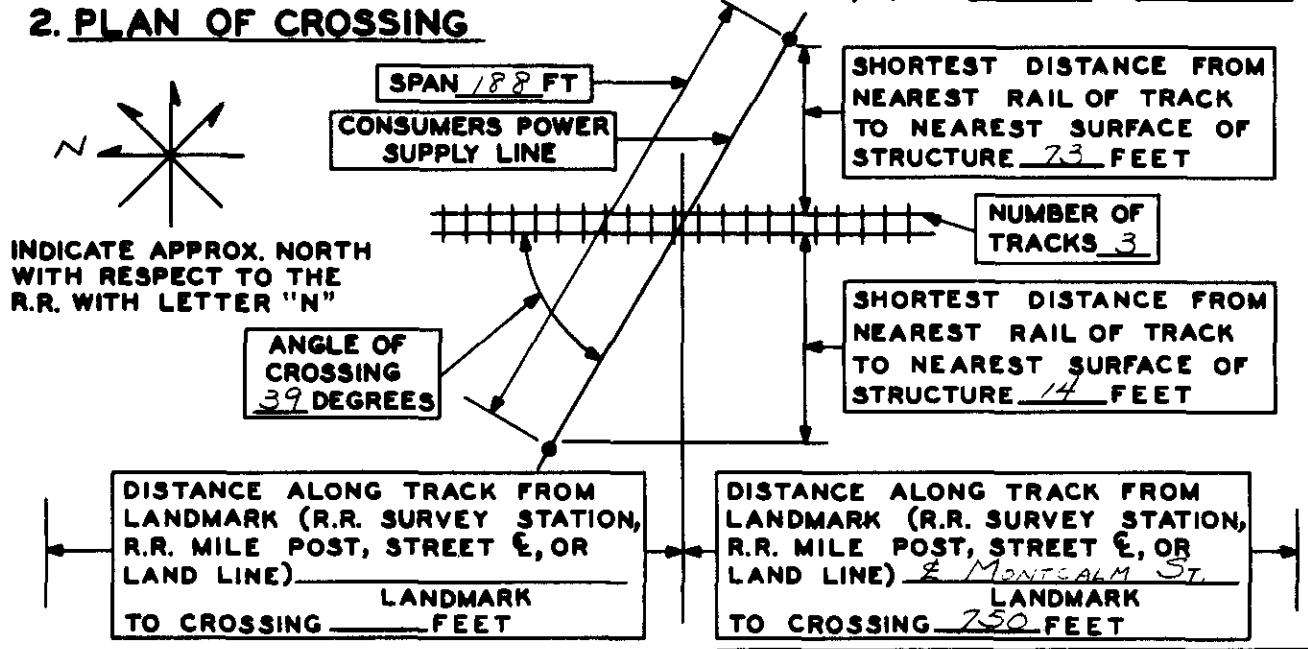
CONSUMERS POWER CO. JACKSON, MICHIGAN <i>WALTON TO PONTIAC MOTORS</i>	PROPOSED SUPPLY LINE CROSSING R.R. <i>GRAND TRUNK WESTERN</i> LINE <i>41.6 KV TRANS.</i>	FILE: <i>2349-WX-4</i> M.P.S.C. PERMIT NO. _____
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RECORDED RIGHT OF WAY NO. 13-6

1. LOCATION OF CROSSING

DATE 5-17-60 BY HALLIN
 CITY PONTIAC STREET NONE TOWNSHIP PONTIAC
 SECTION NO. 20 TOWN 3N RANGE 10E COUNTY OAKLAND
 STRUCTURES OR ANCHORS ON R.R. PRIVATE R/W, YES NO X
 (IF YES, ATTACH DETAIL SHEET)
 CONDUCTOR OR WIRE OVERHANGING R.R. PRIVATE R/W, YES X NO NO

2. PLAN OF CROSSING



3. DESCRIPTION OF SUPPLY LINE

TYPE OF STRUCTURES
 SINGLE WOOD POLE TWO OR THREE WOOD POLE NO RIGID STEEL TOWER NO
 CONDUCTORS AND/OR OTHER WIRES
 EXISTING - CROSSING PERMIT M.P.S.C. NO. _____ DATED _____
 NO. AND SIZE NONE MATERIAL NONE OPERATING VOLTAGE NONE

ADDITIONAL LOCATION INFORMATION
255' EAST of E PORTLAND ST.
(TO MAIN TRACK)

PROPOSED - TOTAL AFTER ALTERATION

NO. AND SIZE	MATERIAL	OPERATING VOLTAGE
1 <u>3/8"</u>	<u>GALV. STEEL</u>	<u>GRD. WIRE</u>
3 <u>336,400cm</u>	<u>ACSR</u>	<u>41,600 VOLTS</u>

4 CLEARANCES

(NEAREST 0.1 FOOT WITH LOWEST CONDUCTOR OR WIRE AT 60° FINAL SAG.)
 OVER R.R. RAILS 45 FT OVER R.R. COMMUNICATION OR SIGNAL WIRES 24.2 FT

5. INDUCTIVE COORDINATION

INDUCTIVE COORDINATION REQUIRED YES NO X
 COORDINATION WORK COMPLETED YES NO NO

6. SPECIFICATIONS

CROSSING WILL CONFORM TO REQUIREMENTS OF CONSUMERS POWER COMPANY SPECIFICATIONS AS FILED WITH AND APPROVED BY M.P.S.C.

CONSUMERS POWER CO. JACKSON, MICHIGAN <u>KENNETT SPUR</u>	PROPOSED SUPPLY LINE CROSSING	W.O. NO. <u>4343</u>
	R.R. CO. <u>GRAND TRUNK WESTERN</u> C.P. CO. LINE <u>41.6 KV TRANS.</u>	FILE NO. <u>2790-WX-1</u> M.P.S.C. NO. _____

RECORDED RIGHT OF WAY NO. 35720 B-7