

Date: November 21, 1991  
To: Barbara A. Fulton  
From: Thomas Wilson *TW*  
Subject: Penn Central License Agreements Assigned to the Paint  
Creek Trailways Commission

- o On December 11, 1984, Edison received notification of a purchase of former (Penn Central) railroad land in Oakland County, by the Paint Creek Trailways Commission.
- o The Trailways Commission is an intergovernmental commission, consisting of the City of Rochester, the City of Rochester Hills (formerly the Charter Township of Avon), the Township of Oakland and the Township of Orion.
- o The purpose of the acquisition was to provide the public with a recreational trail for non-motorized uses.

As part of the purchase, the railroad assigned existing railroad licenses with Detroit Edison to the Commission. In their December 1, 1984 letter, the Commission indicated its interest in receiving rental payments, requiring increases in existing rents and requiring a common due date.

Regular rental payments to the Commission were begun in January of 1986.

Between December, 1984 and July, 1988, attempts were made to agree on the list of licenses that the commission was assigned, their rent increase request was reviewed, and new rental amounts informally agreed to and a draft of a new master agreement provided to the Commission's attorneys for consideration.

After spending over a year attempting to get the Commission's attorney to respond to our new master agreement language proposal and not receiving any cooperation, rent payments were stopped in July of 1988.

Since the Commission is not using the former Penn Central land for a railroad purpose, I recommend the question of continuing payments or acquiring new right-of-way (i.e., master agreement) be given to Oakland Division.

TW/adf



The Penn Central Corporation

Real Estate Department  
One East Fourth Street  
Cincinnati, Ohio 45202

Real Estate  
Administration

513-579-6856

October 22, 1991

Mr. Tom Wilson  
Real Estate Associate  
Detroit Edison Company  
Room 448 G.O.  
2000 Second Avenue  
Detroit, Michigan 48226

Dear Mr. Wilson:

RE: Various Agreements Between Penn  
Central and Detroit Edison Company

You recently requested a price to convert all of Detroit Edison's rental agreements with Penn Central to permanent easements. At the present time, Penn Central is invoicing 57 accounts at a total annual rental of \$8,681.55. Our letter modification called for rental increases, effective the next anniversary date, increasing the annual rental to \$15,930. I would be willing to recommend to Penn Central management the acceptance of a one-time fee of \$128,000 to convert all of the occupations presently covered by temporary license agreements to permanent easements, provided we could close by March 31, 1992. Enclosed is our listing with the conversion price shown for each account.

While your company is discussing our proposal, we do feel it is necessary that you return the executed letter modification as soon as possible. At the time of conversion, Detroit Edison would be given credit for any unearned rental on the converted accounts.

You also had questions regarding accounts on which your company was paying rental without being billed by us. The following is a list of the accounts and our reasons for not invoicing. Kim Ward in our Rent Account Department will receive a copy of this letter. Please contact Kim to request a refund of any rental paid on these accounts.

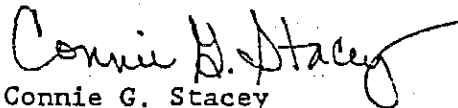
RECORDED  
INDEXED  
4560

Mr. Tom Wilson  
Page 2  
October 22, 1991

X5-70912 Sold 5/26/83 to Trailways Commission; Case No. 84784  
X5-70936 Sold 2/28/84 to Michigan DOT; Case No. 85450  
X5-70958 Sold part to G&W and remaining portion 6/19/87 to Joseph  
Guinn; Case No. 87127.  
X5-70959 Sold prior to 1976 with no reservations for wire & pipe  
X5-71012 Sold 2/28/84 to Michigan DOT; Case No. 85450  
X5-71021 Sold 5/26/83 to Trailways Commission; Case No. 84784  
X5-71040 Sold 12/28/82 to City of Lapeer; Case No. 84560  
X5-71053 Sold 6/3/91 to Faron Roofing; Case No. 88136  
X5-71054 Sold 2/28/84 to Michigan DOT; Case No. 85450  
X5-71066 Sold 2/28/84 to Michigan DOT; Case No. 85450  
X5-71102 Occupation located on Conrail ownership; CRC invoicing  
X5-71169 Occupation located on Conrail ownership; CRC invoicing  
X5-71184 Sold 9/28/79 to Morrow Steel; Case No. 82024  
X5-71187 Sold 2/28/84 to Michigan DOT; Case No. 85450  
X5-71780 Sold 12/28/82 to City of Lapeer; Case No. 84560  
X5-78009 Sold 5/2/77 to Monroe Scrap Metal; Case No. 62971  
X5-78025 Sold 3/31/78 to City of Detroit; Case No. 64375  
98-09520 Occupation located on Conrail ownership; CRC invoicing

If you have any questions regarding any of your accounts or wish to proceed with a conversion program, please contact me at your earliest convenience.

Very truly yours,



Connie G. Stacey  
Coordinator - Leases

CC: William A. Stockhoff  
Manager - Real Estate

Kim Ward  
Rent Accounting

Attachments

RIGHT OF WAY FILE NO. 4560

**This Agreement,** Made this 8th day of March

A. D. 19 23, between THE MICHIGAN CENTRAL RAILROAD COMPANY,

hereinafter called First Party, and **DETROIT Edison COMPANY, a New York Corporation with principal offices at Detroit, Michigan.**

hereinafter called Second Party,

WITNESSETH; THAT

WHEREAS, Second Party desires to construct, maintain, operate and use a **110,000 volt transmission line** along, upon, over and across the right of way and tracks of First Party at the location hereinafter more fully described;

NOW, THEREFORE, In consideration of the premises, and the mutual covenants, promises and agreements herein made, it is agreed between the parties hereto as follows:

FIRST. First Party will permit Second Party to place, maintain, operate and use said **transmission line** with necessary poles, and their appurtenances, along, upon, over and across the right of way and tracks of First Party, a distance of about **one hundred (100)** feet, and located **at Yates, Oakland County, Michigan, at a point immediately south of the southerly end of First Party's Clinton River bridge, so-called.**

Noted in Contract Ledger Records of W.) 3/5/36. Previously but not so indicated hereon.

being particularly located as shown upon Plat No. **Contract Book 16, Page 198** attached hereto and made a part hereof.

SECOND. Each and all of said wires and cable shall be maintained at all times, at an elevation of not less than **forty-eight (48)** feet above the tops of the rails of said tracks and not less than **thirty-eight and five tenths (38.5)** feet above each and all present and future telegraph, telephone or signal wires of First Party, and no pole, anchor, or any structure whatever shall be placed, erected or permitted with less than a lateral clearance of **ten (10)** feet from the nearest rail of any track of First Party, and each and all of said wires, cable, poles, and all appurtenances connected therewith, shall be maintained, at all times, in perfect condition and repair, and in such manner as not to interfere in any way with the maintenance, operation or use, by First Party, of its right of way, tracks, structures or other property, or property in its care, and all work performed within First Party's property lines, or adjacent thereto which may in any manner affect said property, shall be done under the supervision and control of the Chief Engineer of First Party, and to the approval of the proper authorities having State jurisdiction over such lines in said State of **Michigan**.

THIRD. If, at any time hereafter, it shall become necessary or desirable, in the opinion of said Chief Engineer, to make any change or changes in any of said wires, cable, poles, or their appurtenances, or to substitute steel poles or towers for wooden poles, then Second Party hereby agrees that it will, from time to time, upon written notice to it from said Chief Engineer, make any and all changes in such wires, cable or poles, and their appurtenances, as said Chief Engineer may designate therein.

FOURTH. Second Party hereby agrees to pay to First Party, upon presentation of bills, the sum of **FIVE (\$5.00)** Dollars per annum, beginning on the **fifteenth** day of **March** 19 23, and thereafter on the first day of each successive one (1) year period, during the term and continuance of this permit. Provided, however, that it is specifically agreed that the said **transmission** line shall be subject to change from time to time by the mutual agreement of the parties hereto, by the addition of other wires, cables, poles or their appurtenances, or the removal of one or more of said wires, cables, poles or their appurtenances, now or hereafter constructed or changed, and upon such additions or removals, the annual rental aforesaid shall be changed by mutual agreement of the parties hereto.

FIFTH. All work herein contemplated, in any way connected with said **transmission** line, or its appurtenances, shall be done by and at the sole cost and expense of Second Party, and upon default of Second Party to maintain, repair or change said wires, cable, poles, structures, or their appurtenances, or any one or more of them, as aforesaid, First Party may, at its option, do the work or any part thereof, and Second Party hereby covenants and agrees to pay First Party the entire cost and expense thereof upon presentation of bills therefor.

*12/24/23  
will not  
be  
3/15/24  
cancelled*

4560 cancelled

AVN-15-3

SIXTH. Second Party hereby assumes and will bear and pay all loss, damage or injury to persons or property, which may result from, grow out of or be attributable to any cause whatsoever in connection with the permit herein given, or arising from the placing, maintaining, repairing, using, changing or removing of said wires, cables, poles, or their appurtenances, and will indemnify and save First Party harmless from all responsibility and liability so assumed by **it**, and from all costs and expense connected therewith, whether caused by the negligence of First Party, its agents, employes, or otherwise.

SEVENTH. This permit shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto, and shall continue in force until terminated by either party giving to the other at least thirty (30) days' written notice, whereupon at the time named in such notice all rights herein given to Second Party shall cease, and Second Party hereby covenants and agrees that on or before the termination of this permit **it** will remove all wires, cables, poles, and appurtenances in any manner connected therewith, from the right of way and premises of First Party; and restore said right of way and premises to a condition equally as good as they were in before the work herein contemplated was begun, and upon default of Second Party in the performance of the work of such removal or restoration, First Party may, at its option, do the work, or any part thereof, and Second Party hereby covenants and agrees to pay to First Party the entire cost and expense thereof, upon presentation of bills therefor.

This permit shall not be assigned or the use of said wire or wires granted to any other than Second Party herein without first obtaining the written permission of First Party thereto.

IN TESTIMONY WHEREOF, the parties hereto have caused this permit to be properly executed in duplicate as of the day and year first above written.

APPROVED:

THE MICHIGAN CENTRAL RAILROAD COMPANY,

*J. A. ...*  
 CHIEF ENGINEER

By *R. Hutchinson*  
 Real Estate and Tax Agent

DETROIT EDISON COMPANY

[SEAL]

By *A. Marshall*  
 Vice President [SEAL]

RIGHT OF WAY FILE NO. 4350

#2868-2/34

PERMIT

FROM The Michigan Central Railroad Co.

TO

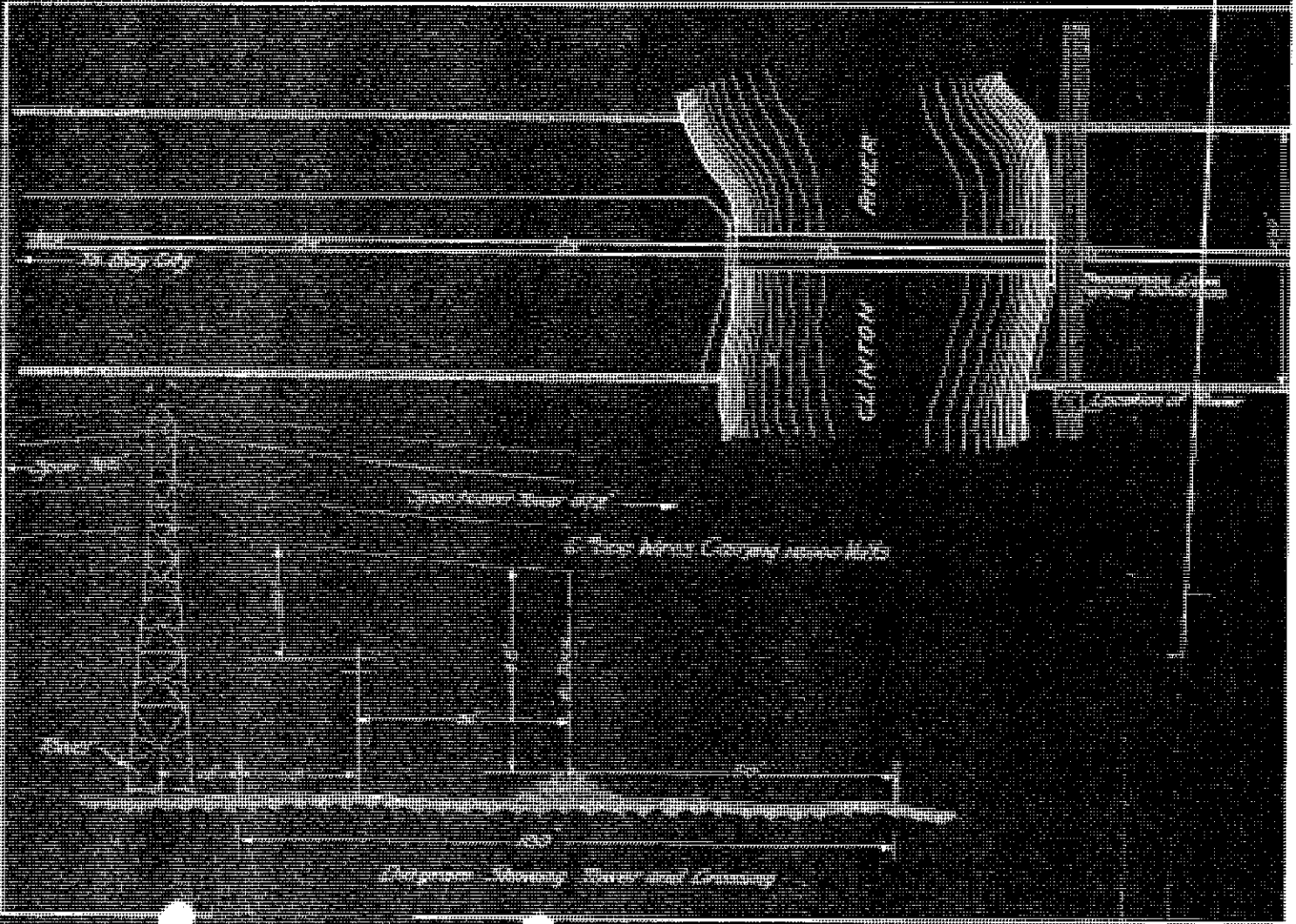
FOR DETROIT EDISON COMPANY

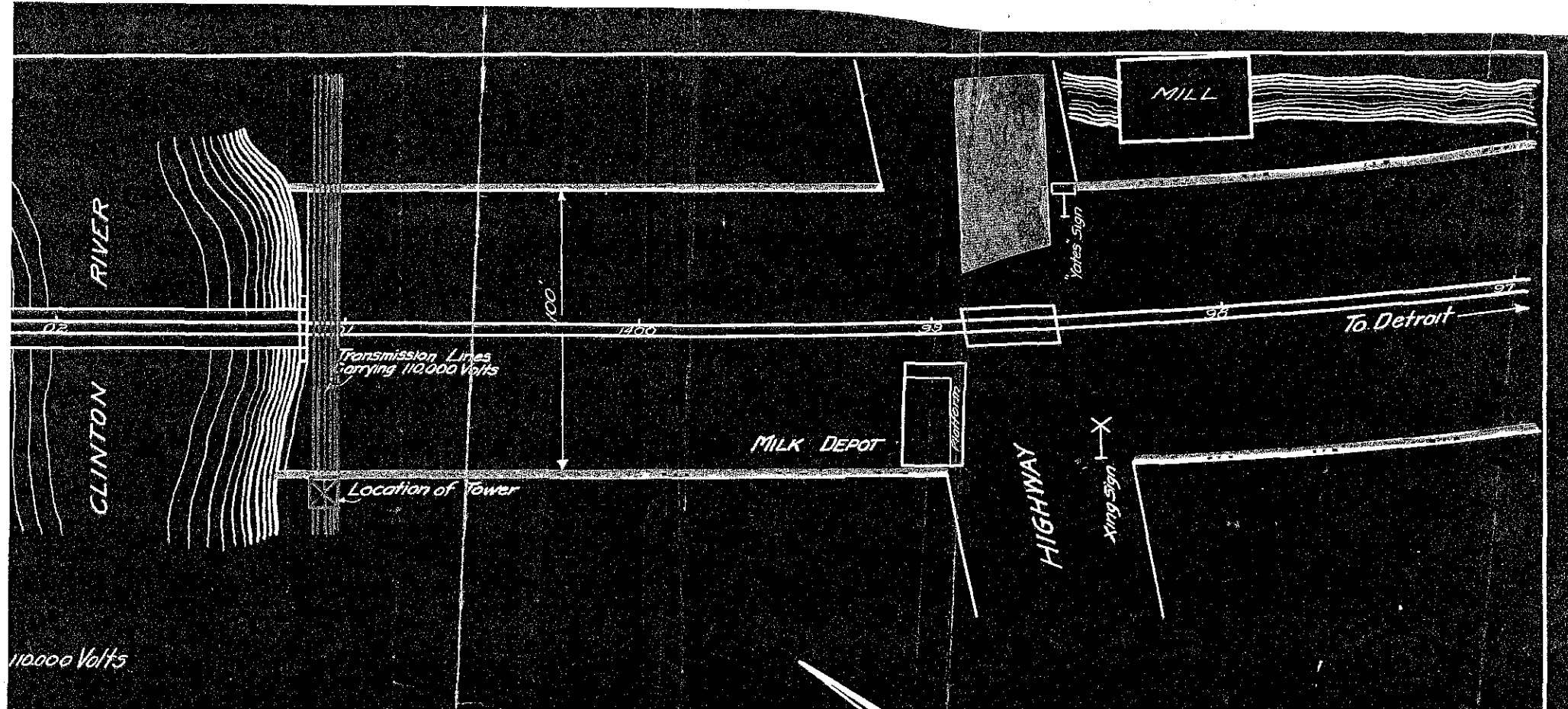
AT WATTS, MICHIGAN

DATE March 15, 1923

expires on 30 days' notice

cost \$1.00





M. C. R. R.  
 OFFICE DIVISION ENGINEER  
 BAY CITY DIVISION  
 YATES  
 Plan Showing Location of Proposed  
 Tower and Transmission Lines crossing  
 M.C.R.R. Tracks for the Detroit Edison  
 Company  
 Scale 1"=50' Feb 13, 1923.  
 C.B.



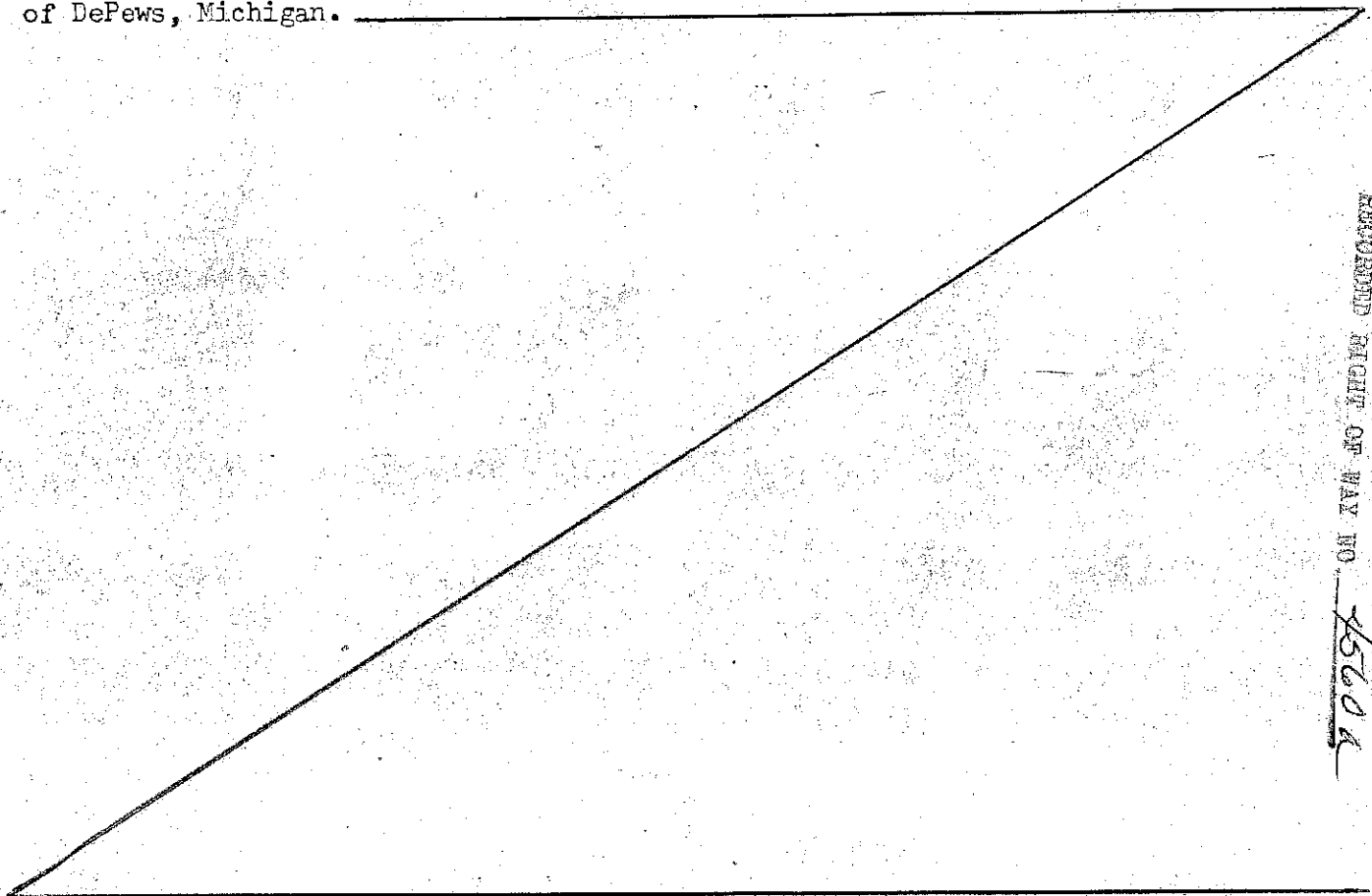
# LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made this 30th day of May, 1973,  
between George P. Baker, Richard C. Bond and Jervis Langdon, Jr., Trustees of the  
Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in Reorganization under  
Section 77 of the Bankruptcy Act, Lessee of The Michigan Central Railroad Company

parties of the first part (hereinafter called "Railroad") and THE DETROIT EDISON COMPANY, a  
Michigan and New York Corporation

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, suc-  
cessor or assignee of or operator over its railroad) insofar as it has the legal right and its present  
title permits, and in consideration of the covenants and conditions hereinafter stated on the part of  
the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to con-  
struct, maintain, repair, alter, renew, relocate and ultimately remove six (6) 120,000-volt  
aerial power wires and two (2) ground wires, over and across the lands, roadway  
and tracks on the Bay City Branch of Railroad at Valuation Station 1401+20<sub>+</sub>,  
located 1563 feet east of Mile Post 28/80, at a point 1.24 miles west of the station  
of DePews, Michigan.



RECORDED RIGHT OF WAY NO. 45602

in accordance with construction plans RX-4198 submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. R.R. DE-171, dated February 12, 1973, marked Exhibit "A", attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of One Hundred Dollars (\$ 100.00 ) as reimbursement for the costs and expenses incident to the preparation of this Agreement, together with the further sum of One Hundred Fifty Dollars (\$ 150.00 ) per year as minimum annual rental, which said sum shall be payable annually in advance, commencing as of March 1, 19 73 .

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such flagmen or watchmen at the sole risk, cost and expense of Licensee; which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

RECORDED HIGHWAY DEPT MAY NO.

45602

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (A) And the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES - - - - - whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.

(B) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. The Licensee shall, at its sole cost and expense, upon request in writing of the Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the

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4560

original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then the said Licensee shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the Railroad as may be required by the said Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad may make such repairs or adjustments or changes in location and provide necessary material therefor.

10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property and right-of-way, and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.

11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

14. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page one without the consent and agreement in writing of the Railroad being first had and obtained.

15. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this agreement and the permission and privilege hereby granted shall absolutely cease and terminate.

16. This Agreement shall take effect as of the First day of March A.D. 19 73.

17. This Agreement supersedes and cancels as of the effective date hereof, a prior Agreement between the same parties dated March 8, 1923, Registry Number 133909 covering similar facilities at the same location; except as to any payments, obligations or liabilities already accrued and due by the Licensee to the Railroad thereunder.

RECORDED RIGHT OF WAY NO. 45602

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 14 of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

George P. Baker, Richard C. Bond and Jarvis Langdon, Jr., Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, Lessee of The Michigan Central Railroad Company

WITNESS:

W. P. Wilson

J. T. Sullivan  
J. T. Sullivan, Chief Engineer

~~WITNESS:~~

THE DETROIT EDISON COMPANY

Walter L. Brandon

BY W. C. Arnold  
Its **W. C. ARNOLD, DIRECTOR**  
Real Estate and Rights of Way Dept.

APPROVED AS TO FORM  
LAW DEPARTMENT

Geager 7-26-3

RECORDED RIGHT OF WAY NO. 4560a

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department  
August 8, 1973

TO RECORDS CENTER:

Attached is fully executed copy of agreement/~~permit~~ from:

Penn Central Transportation Company

R. R. File DE-171

Facilities Covered:

Two 120,000-volt transmission circuits with two ground wires.

Specific Location:

In private property over tracks and bridge over Clinton River, 320 feet North of Yates Road and approximately 650 feet West of DeQuindre,

R. R. Valuation Station 1401+20 Mile Post 1563 feet East of M.P. 28/80

City/Village \_\_\_\_\_ Township Avon, SE 1/4 Section 13

County Oakland Detroit Edison Plan No. RX-4198

Agreement/~~Permit~~ Date May 30, 1973 R. R. Plan No. Labeled V3-B-M  
Used DE Plan

Preparation Fee \$100.00 Annual Rental \$150.00 Commencing 3-1-73  
10

Supersedes and Cancels Agreement dated March 8, 1923

Attached Agreement is to be made a part of R/W 4560

Attached Grand Trunk Western Railroad Permit No. \_\_\_\_\_ to be made a part of R/W No. 9064.

REFERRED TO

RECORDS CENTER  
RECEIVED AUG 23 '73  
INDEXED  
CLASSIFIED  
AUG 29 1973  
HLB  
Att.

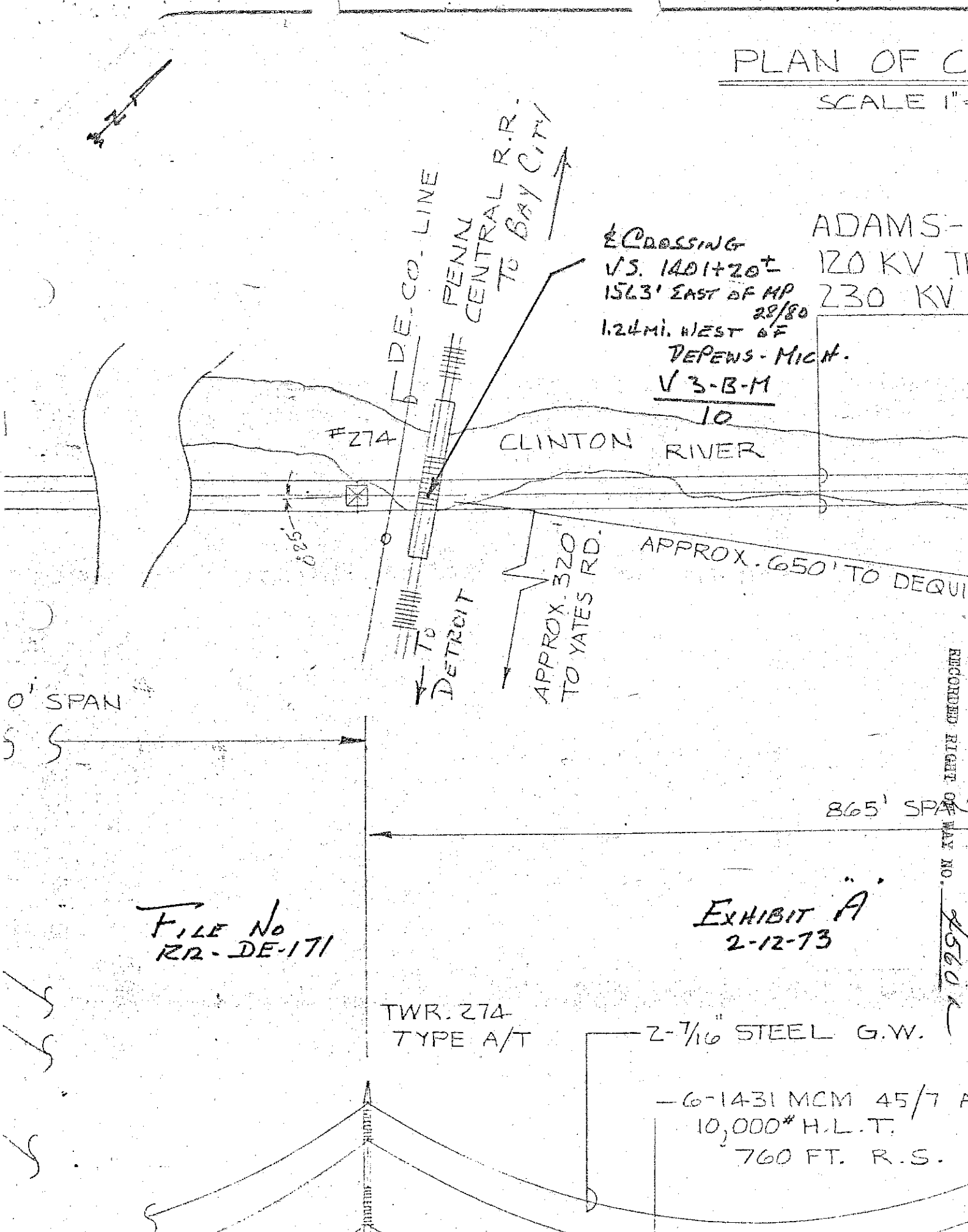
GEN'L ACCTG DEPT.  
ENTERED - ~~CANCELLED~~  
CONTRACT BOOK NO.  
DATE 8-27-73  
BY \_\_\_\_\_  
CHECKED BY A. Evers

W. C. Arnold  
Director

RECORDED RIGHT OF WAY NO. 4560A

*Ann 54*

PLAN OF C  
SCALE 1" =



CROSSING ADAMS-  
V.S. 1401+20± 120 KV TR  
1563' EAST OF MP 230 KV  
28/80  
1.24 MI. WEST OF  
DEPEWS - MICH.  
V 3-B-M  
10

#274

CLINTON RIVER

TO  
DETROIT

APPROX. 320'  
TO YATES RD.

APPROX. 650' TO DEQUI

0' SPAN

865' SPAN

FILE No  
RR-DE-171

EXHIBIT A  
2-12-73

TWR. 274  
TYPE A/T

2-7/16" STEEL G.W.

-6-1431 MCM 45/7 A  
10,000# H.L.T.  
760 FT. R.S.

ENCLOSURE RIGHT OF WAY NO. 45602

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

~~XXXXXXXX~~

February 27, 1973

Michigan Public Service Commission  
Lansing 13, Michigan

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **Penn Central Transportation Company in the Southeast 1/4 of Section 13, Avon Township, Oakland County, Michigan.**

**Two 120,000-volt transmission circuits with two ground wires located in private property 320 feet North of Yates Road and approximately 650 feet West of Dequindra Road.**

**(This is a revision of Plan R-325-133. Revision covers rebuild to 230,000-volt construction.)**

**R.R. V.S. 1401 + 20±  
1563 feet East of MP 28/80**

The proposed wire crossing will be constructed in accordance with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

- Enclosed is a waiver of hearing granted by the Railroad Company. Dated Feb. 15, 1973  
R.R. File No. DE-171
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. **U-1242** dated **1923**
- This is a new crossing. **Plan No. R-325-133**

Reference number of construction drawing is RX- **4198**  
HB:dmk

Yours very truly,

Permit No. ED2-8-7223  
Date March 19, 1973  
By MPSC



**I. W. Gamble**  
**Assistant to Director**  
**Real Estate and Rights of Way Dept**

Check in circle indicates statement applicable.  
Notify Mr. R. S. Pyson, Div. Engr. Detroit, Michigan (Tele No. 313-965-1574)  
at least three working days prior to starting work.



## License Agreement

This License is made on July 21, 2009 by "Commission" and "ITC" for non-exclusive use of certain "Land."

**"Commission" is:**

Paint Creek Trailways Commission, an Inter-Governmental Commission formed under the Urban Cooperation Act, 1967 P.S. 7, and consisting of the City of Rochester, City of Rochester Hills, Charter Township of Orion, and Charter Township of Oakland, 4393 Collins Road, Rochester, Michigan 48306

**"ITC" is:**

International Transmission Company, a Michigan Corporation, 27175 Energy Way Novi, MI 48377 and its employees, agents, representatives, and contractors, which acquired from The Detroit Edison Company, certain Land and high tension electric transmission lines,

**The "Land" is:**

Two different places on the Paint Creek Trailway in the City of Rochester, City of Rochester Hills and Oakland Township, at which wires cross over the trailway, referred to more specifically as:

RX4198 in Avon Township

RX3342B in Oakland Township

described on Facility Identification Forms (Attachment 1) which are attached to and made a part of this License.

**Background Statement:** The Commission owns and operates a recreational trailway in Oakland County, Michigan, that runs in a general northwesterly direction from the City of Rochester, to the City of Rochester Hills, to Oakland Township and to Orion Township. ITC owns overhead electric lines that cross the trailway in 2 different places in the City of Rochester, City of Rochester Hills, and Oakland Township. ITC purchased the transmission system from Edison, which had licenses for these overhead crossings from the railroad that was the previous titleholder of the land that is now the trailway. The Commission is willing to continue to permit the crossings on the terms contained in this License. Edison retained 15 other crossing licenses with the Trailways Commission

For the consideration of the promises in this License, Commission and ITC agree as follows:

1. **Purpose** The Commission, to the extent of its rights, title, or interest with respect to the trailway, licenses ITC to enter upon and use parts of the trailway as described in Attachment 1- Facility Identification Forms solely to operate, maintain, renew, and repair ITC's (formerly Edison's) overhead transmission wires and guy wires ("Facilities"). The location and construction plans of the existing Facilities are referenced in separate license agreements that had been granted to Edison by the prior titleholder of the land that is now the trailway. This License supersedes the previous license agreements. The Commission does not convey any real property interest or any right or interest not specifically stated in this License.
2. **Term** The term (time-period) of this License will begin at 12.01 am on the date this License is made for five years with an option to renew for 10 additional 5 year terms.
3. **Termination**
  - a. Either the Commission or ITC may terminate this License by giving the other party 360 days written notice. However, if ITC terminates the License, the termination will not be effective until ITC fulfills the requirements of this termination paragraph. By mutual written agreement the parties may shorten the notice requirement.

- b. If ITC does not pay the Commission the Annual License Fee on the due date, this non-payment will be considered a default. Breaches by the Commission or ITC of terms of this License will also be considered a default. After the other party has given the defaulting party written notice of a default, the defaulting party will have 45 days to cure the default. If the defaulting party fails to cure the default with 45 days, then the other party may immediately terminate the license, or take action to enforce its terms.
- c. ITC's abandonment or non-use of any of the Facilities for 6 months will also terminate this License for the crossing that was abandoned.
- d. Following termination of the License, ITC will at its sole cost within 90 days, remove its Facilities from or across the Commission's Land and restore the Land to the condition which reasonably approximates the condition that existed before the Facilities were installed. If ITC fails to remove the Facilities within 90 days of termination, then Edison will pay the Commission all reasonable costs to restore the land to its previous condition, including costs and reasonable attorney's fees of any lawsuit the Commission Files to remove the Facilities or enforce the terms of the License.

**4. Fees**

- a. ITC will pay the Commission a \$300 License preparation fee when ITC signs this License. At the time of signing ITC will also pay to the Commission \$3,900 in License Fees as accrued from 2004 through 2009.

ITC will also pay the Commission an Annual License Fee in one annual payment of \$325.00 per crossing/facility. The first annual payment will be made on January 2010 in the amount of \$ \$650 All further annual payments will be made on January 1 of each year for the term of the License. The Annual License Fee will be increased every five (5) years from and after January 1, 2009 (for the purpose of making billing adjustments in this agreement as to dates and past charges it is agreed that the first adjustment in the license fee is on January 1, 2014) by thirty percent (30%) of the license fee, effective at the start of each new 5 year renewal period. If ITC removes any of its Facilities from any of the licensed locations, the Annual License Fee will be reduced by the respective amount,

- b. ITC will also pay all fees, taxes, assessments, or other charges directly related to ITC's Facility, if any.
- c. In the event this License is terminated and the facility, or any portion of the facility, is not removed by ITC as required by this license, the annual fee shall increase to 300% of the fee charged in the prior year and a monthly surcharge shall apply of \$100 per month until the licensed premises is vacated. This remedy is in addition to any other remedy available to the Commission by this license or at law or equity.

**5. ITC's Use**

- a. Except for emergencies, ITC must not interfere with the use of the Commission's trailway for recreational purposes, and must not use motorized vehicles or equipment outside the Land without the Commission's written consent.
- 
- b. ITC may enter the Land to survey, inspect, and to perform tests or studies to use the Facility.
  - c. ITC must give the Commission description of any changes that ITC expects to make to its line located within said trailway.
  - d. ITC must construct, operate, and maintain the Facility at its sole expense and according to all applicable laws, rules, standards, and practices.

- e. ITC must pay the Commission for any expenses incurred by the Commission in protecting the trailway during work by ITC.
- f. If ITC must close the trailway to maintain or repair the Facilities, ITC must place appropriate warning barriers across the trailway that are visible at night and in bad weather, and must place warnings or markers at each of the nearest public access points to the trailway segment.
- g. If ITC discovers scientific or historical artifacts or protected plant or animal species during its maintenance or repair of the Facilities, then ITC must immediately notify the Commission and protect the artifacts or species until removed or protected by the appropriate authorities.
- h. The commission makes no express or implied representation or warranty as to the fitness of the Land for ITC's intended uses, and will not be responsible for any known or unknown defect or change of condition of the Land.
- i. The Commission will not be liable to ITC or any third party for the Commission's approvals, inspections, or reviews, or any failure to perform the same under this License.

**6. Emergencies** ITC must immediately safeguard trailway users from dangerous conditions associated with ITC's facilities which endanger or may endanger the safe operation of ITC's electric lines and the public health and safety ("emergencies"). If emergency measurers are needed, ITC will telephone the Commission's Trail Manager and advise the Commission, if possible and as soon as practicable, of any emergency measurers to avoid interfering with trailway activities and safeguard trailway users and the general public. After ITC has provided emergency service, ITC must restore the original system and terminate the emergency service.

**7. Tree Trimming** ITC may trim trees for line clearance (a clearance of not more than 15 feet for lines of 120 kV, Except for emergencies, ITC must not remove trees, remove more than 25% of tree crowns, or remove or trim groundcover, shrubs, or surface vegetation without Commission approval. ITC must give the Commission reasonable notice before beginning work and must safeguard trailway users and the general public near tree trimming locations. **SEE ADDENDUM – TREE TRIMMING**

#### **8. Changes**

- a. ITC must not increase the capacity or number of wires or increase pole heights without the Commission's written approval. ITC shall provide the Commission specifications as to each facility, to wit, its capacity, dimensions, and number of wires and carrying capacity and thereafter any changes proposed or made in these specifications.
- b. Either the Commission or ITC may request an Annual Planning Meeting to discuss matters pertaining to this License.
- c. ITC may ask the Commission to add other facilities to this License or expand the capacity of the existing facilities. The Commission and ITC will negotiate the rate of these added facilities. However, the Commission is under no obligation to add any new overhead occupancies.

#### **9. Commission Operations**

- a. ITC must not otherwise interfere with the Commission's full use of the trailway within the Land.
- b. Normal trailway construction and maintenance activities might interrupt or damage ITC's Facilities. Therefore, the Commission must take reasonable precautions to avoid any

interruptions or damages. Whenever practicable, the Commission will notify ITC in advance of activities that might interrupt or damage ITC's Facilities so that ITC can take steps to safeguard its Facilities.

- c. The Commission shall not be liable for interruption or damage to the Facility irrespective of whether the interruption or damage is caused by the negligence of the Commission, its employees, agents, or other parties performing services of the Commission, except for the negligence of the Commission or its agents. The Commission will not be responsible for consequential damages.
- d. Except for emergencies, ITC must notify the Commission through its Trail Manager in advance if ITC wants to access the licensed property by using motorized vehicles or equipment. In non-emergency situations, ITC must receive Written permission (facsimile or email is acceptable) from the Commission's Trail Manager before using motorized vehicles or equipment on the trail.
- e. ITC must maintain a minimum clearance of 15 feet from the surface of the railway to the lowest point of its overhead wires.

**10. Indemnity**

- a. ITC will indemnify the Commission for claims, including reasonable attorneys fees, except to the extent caused by the Commission's own negligence, for injuries to persons and damages to property arising out of ITC's use of this License, whether made by the Commission or its other licensees, railway users, or other persons or entities, including ITC, its patrons, customers, licensees, agents, contractors, or employees.
- b. ITC will be solely responsible for any damage to the railway (including ground settlement) on which ITC Facilities are located or Commission property adjacent to the Facilities, including, but not limited to, damage to railway surface, embankments, structures and landscaping or natural vegetation arising from the construction and use of the Facility. If ITC does not repair the damage, the Commission will have the right, after notice to ITC, to repair any damage at ITC's sole expense.

**11. Insurance** Before ITC enters the Land, ITC must show proof of comprehensive general liability insurance, included contractual liability, for a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence. If ITC uses any motor vehicles in the work to be performed, ITC must show proof of automobile liability insurance for a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence. Each policy must name the Commission and its officials, employees, and agents as additional insured, unless deemed unnecessary in writing by the Commission.

**Assignment**

- a. This License binds and benefits the Commission and ITC and their successors and assigns.
- b. However, ITC must not assign or transfer this license, or sublicense any part of the Land without the Commission's prior written consent.
- c. Furthermore, the Commission shall give ITC 10 days written notice if it assigns any of its rights to receive payments under the terms of this License, for such assignment to become effective. Until such time, all payments are to be made to the Commission.

**13. Notices** The Commission and ITC shall send all required notices to each other at their respective addresses listed at the beginning of this License, or to such other address as they may be advised in writing.

**14. Miscellaneous**

- a. This License contains the entire agreement between the Commission and ITC, and can be modified only by a signed agreement between the Commission and ITC.
- b. Waiving a breach or default of any term of this License, or failing to enforce any of the terms of the License, or failing to exercise any rights under the License, shall not be considered as waiving any subsequent breach or default.
- c. Time is an important element of this License.



**Witnessed by:**  
(type or print name under signature)

Kristen B. Myers  
Kristen B. Myers

**Paint Creek Trailways Commission**

By: Rock A. Blanchard  
Its: Chairman

**International Transmission Company**

By: Christine Mather  
CHRISTINE MASON SONERAL

Its: VICE PRESIDENT AND GENERAL COUNSEL, UTILITY OPERATIONS

Acknowledged before me in Oakland County, Michigan, on July 29, 2009.

By (name and title) Rock A. Blanchard, Chairman  
of Paint Creek Trailways Commission, for the Commission.

**MARTHA J. OLJNYK**  
Notary Public, Oakland County, MI  
My Commission Expires 5/16/2011  
Acting in Oakland County (Notary's name, county, and date commission expires)

Notary's Signature [Signature]

Acknowledged before me in OAKLAND County, Michigan, on OCTOBER 20, 2009.

By (name and title) CHRISTINE MASON SONERAL, VICE PRESIDENT AND GENERAL COUNSEL,  
of The INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation, for the corporation.  
LINDA E. SWEENEY  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
UTILITY OPERATIONS

Notary's MY COMMISSION EXPIRES May 28, 2015  
Stamp ACTING IN COUNTY OF OAKLAND (Notary's name, county, and date commission expires)

Notary's Signature Linda E. Sweeney

**License Agreement  
ADDENDUM  
Tree Trimming / Management of Vegetation**

This Addendum pertains to License made on July 29, 2009 by "Commission" and "ITC" for non-exclusive use of certain "Land" of the Paint Creek Trailways Commission.

**"Commission" is:**

Paint Creek Trailways Commission, an Inter-Governmental Commission formed under the Urban Cooperation Act, 1967 P.S. 7, and consisting of the City of Rochester, City of Rochester Hills, Charter Township of Orion, and Charter Township of Oakland, 4393 Collins Road, Rochester, Michigan 48306

**"ITC" is:**

International Transmission Company, a Michigan Corporation, 27175 Energy Way Novi, MI 48377 and its employees, agents, representatives, and contractors, which acquired from The Detroit Edison Company, certain Land and high tension electric power transmission lines.

**ADDENDUM:**

Notwithstanding the terms of this agreement as set forth in Paragraph 7 – **Tree Trimming** – The Licensee, ITC, may trim, remove, or otherwise manage trees, shrubs and other vegetation along and within the PCTC property for the purpose of line clearance, including the clearance of a distance up to 200 feet from any electric power transmission line in excess of 120kV or other structure carrying or supporting such lines. Except for emergencies, ITC shall contact the Trailways Manager prior to any tree trimming or management of vegetation activity and confirm a date for such activity and arrange for notice to and for the safety of trail users.

This addendum is a part of the original license agreement.

**Paint Creek Trailways Commission**

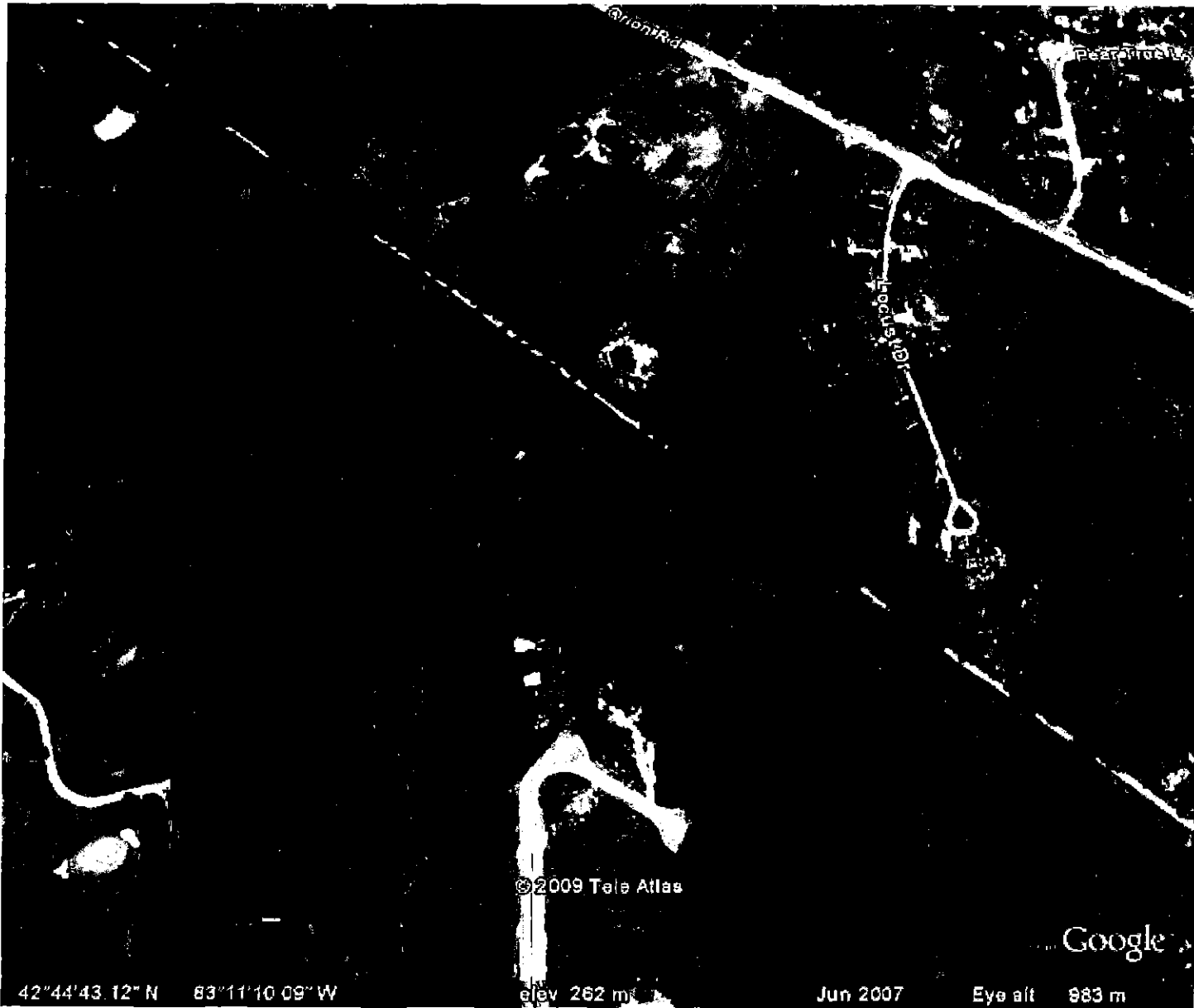
By: Roche Blanchard  
Roche Blanchard

Its: Chairman

**International Transmission Company**

By: Christine Munsieff  
CHRISTINE MASON SONERAL

Its: Vice President / General Counsel Utility Operations



Front Rd

Pearson Way

Chenook

©2009 Tele Atlas

Google

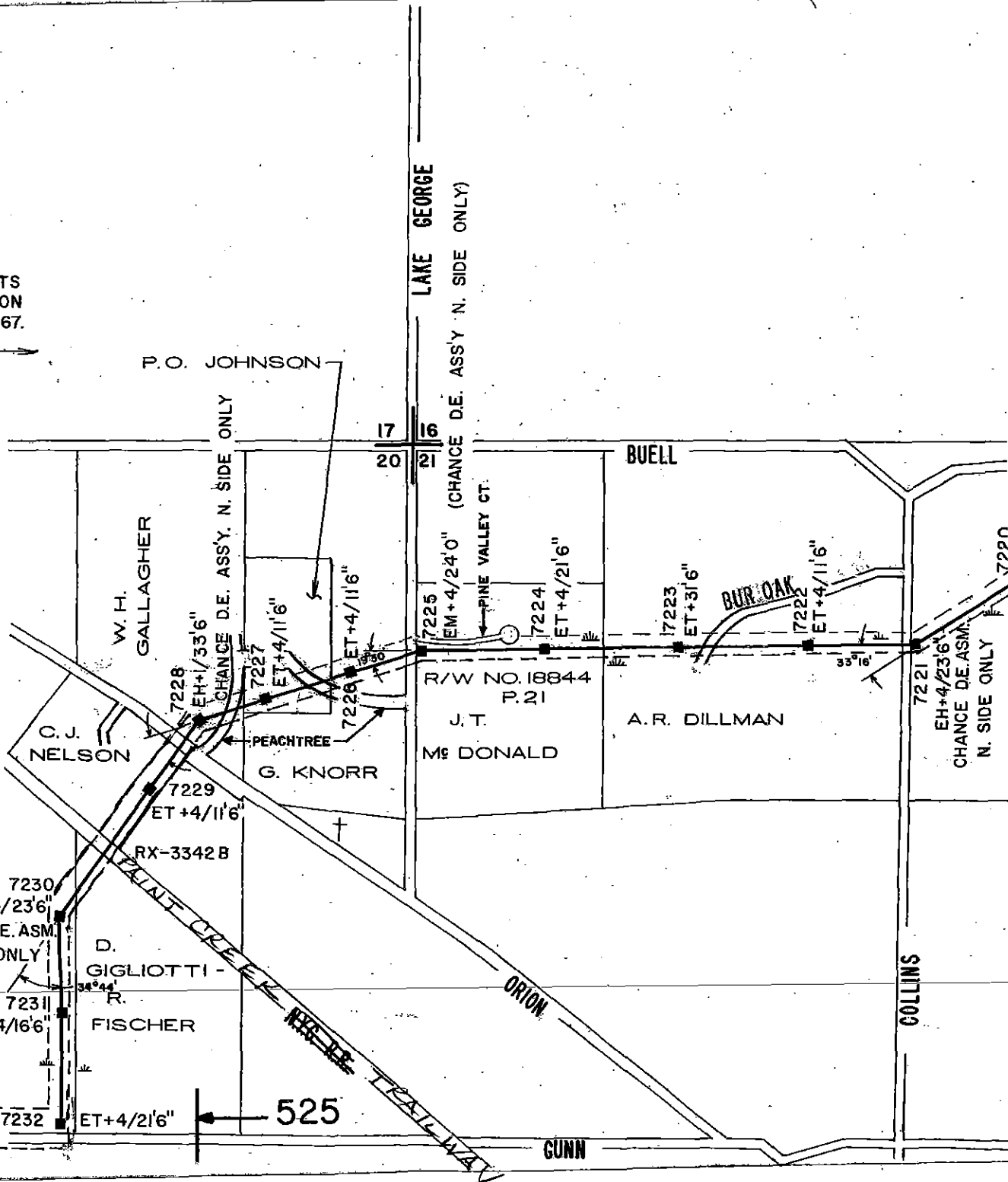
42°44'43.12" N 83°11'10.09" W

elev 262 m

Jun 2007

Eye alt 983 m

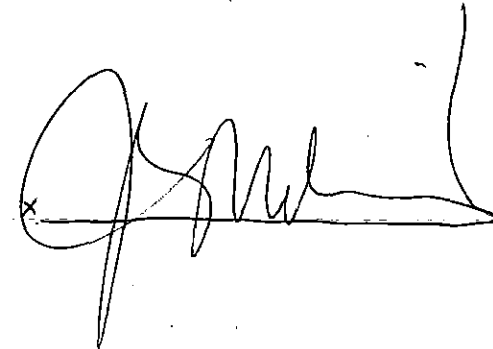
IP SUSPENSION UNITS  
ON ALL SUSPENSION  
BETWEEN 7201 & 7267.



64c



Check Date: Nov/16/2009		Vendor Number: 0000007915		Payment Method: CHK	Check No. 0000018616		
Invoice Number	Invoice Date	Voucher ID	Bus Unit	Gross Amount	Discounts	Late Charges	Paid Amount
072909	Jul/29/2009	00015609	ITCHC	4,200.00	0.00	0.00	4,200.00

Received of ITC Holdings Corp 

For questions please call 248-946-3000 or e-mail ap@itctransco.com

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
0000018616	November/16/2009	4,200.00	0.00	0.00	4,200.00



**ITC Holdings Corp**  
27175 Energy Way  
Novi, MI 48377

**COMERICA BANK**

Detroit, MI

9-9/720

**0000018616**

Date: November/16/2009

**\$4,200.00\*\*\***

Pay \*\*\*\*FOUR THOUSAND TWO HUNDRED AND XX /100 DOLLAR\*\*\*\*

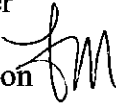
To The Order Of **PAINT CREEK TRAILWAYS COMMISSION**  
4393 COLLINS ROAD  
ROCHESTER, MI 48306

  
Authorized Signature



Real Estate and Claims Division

Project No: GLOA051888  
Property: **Right of Way**

Date: December 8, 2009  
To: Elaine Clifford  
Records Center  
From: Barbara Mention   
Subject: General License-Avon and Oakland Townships, Oakland County, Michigan

Attached is a General License dated July 21, 2009 from Paint Creek Trailways Commission (Licensor), whose address is 4393 Collins Road, Rochester, Michigan 48306, to ITC (Licensee).

The license covers a transmission line that crosses a trail at the above-mentioned locations. This license supersedes the previous license granted to DTE Energy by New York Central and Penn Central Railroads for crossing numbers RX4198 and RX3342B.

**The term of the license is for five years beginning July 21, 2009, with an option to renew for 10 additional five year terms. The annual fee is \$325.00 per crossing or \$650.00. Please begin making annual payments January 1, 2010.**

A check in the amount of \$4,200.00 was issued at the signing of the license to cover delinquent payments for 2003 to 2009.

This license was negotiated by Thomas P. Beagen and processed for closing by Barbara A. Mention

Please incorporate these papers into Right of Way File Nos. 4560 and 23839.

Attachment (s)

CC: A. Markos