

This Agreement, made this 1st day of September, 1964, between THE NEW YORK CENTRAL RAILROAD COMPANY, Lessee of the Michigan Central Railroad,

, hereinafter called First Party, and CONSUMERS POWER COMPANY, a Maine corporation,

(address: Jackson, Michigan)

hereinafter called Second Party,

Witnesseth, that the parties hereto, in consideration of the covenants and agreements hereinafter contained, covenant and agree as follows:

First Party hereby licenses and permits, but without warranty, the Second Party, to install, maintain, and use an aerial power wire line crossing consisting of two (2) #2 ACSR (6/1) wires carrying 4800/8320 volts open wire and one (1) #4 ACSR (7/1) grounded neutral wire over and across First Party's right of way and track, including one (1) pole on First Party's property at valuation station 3675+15 at Caledonia, Michigan, as indicated on print of plan No. C-216-7-1-P dated July 28, 1964,

See 20

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Caledonia Imp

which is hereto attached and hereby made a part of this instrument, all of which is hereinafter referred to as the "WORK," upon the following terms and conditions, all of which Second Party covenants and agrees to keep, abide by and perform:

FIRST: Said WORK shall be done at such time or times, in such manner, with such material and under such general conditions as shall be satisfactory to and approved by the Chief Engineer of First Party, or his duly authorized agent, and as will not interfere with the proper and safe use, operation, and enjoyment of the property and railroad of First Party. Second Party shall after the doing of said WORK restore the premises of First Party to the same or as good a condition as they were in prior to the commencement of the doing of said WORK.

APPENDIX "A"

AGREEMENT CONVERSION PROJECT W/ Consumers Power

ITEM NUMBER 2 OF 6 RENT # X5-70723

SECOND: All the work to be done by Second Party, or by the contractors, agents or servants of Second Party, in connection with the doing of said WORK, or in connection with the repair, renewal or maintenance thereof, shall be done at the sole risk and expense of Second Party, and the cost of all work done by First Party in connection therewith, the checking of plans and the wages of any inspectors or watchmen which, in the judgment of the said Chief Engineer of First Party, may be required during the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, for the proper and safe protection of the property, traffic and business of First Party, shall be paid to First Party by Second Party, upon bills being rendered therefor. ^{Second Party shall in no instance} ~~be relieved from making such~~ ^{payments by any third party or parties agreeing in any manner to assume or pay same.}

THIRD: First Party may, at its election, do all the work within the exterior lines of its lands in connection with or necessary for the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, through its lands and across its roadway and tracks, and all said WORK shall be paid for by Second Party as hereinbefore provided.

FOURTH: Second Party shall, if requested so to do by First Party, advance to First Party the estimated cost of said WORK, and upon the completion of said WORK, the unexpended balance, if any, shall be returned to Second Party, or if the sum advanced by Second Party to First Party insufficient to pay for the cost of said WORK, then Second Party shall pay to First Party such additional sum as was necessary to complete said WORK, upon being furnished by First Party with a detailed statement of the amount and cost of such additional work.

FIFTH: Whenever it may be necessary to make any repairs to or renewals of said WORK in or upon the premises of First Party, such repairs or renewals shall be made under the supervision and control of said Chief Engineer of First Party, or his duly authorized agent, at the sole expense of Second Party, in such a manner as to interfere as little as possible with the premises, property and business of First Party, and Second Party shall, at the cost and expense of Second Party, restore the premises of First Party to the same or as good a condition as they were in prior to the making of such repairs or renewals; or First Party may, at its election, make such repairs or renewals, and the expense thereof shall be paid to it by Second Party, as hereinbefore provided.

SIXTH: Second Party shall at all times hereafter assume all liability for, and pay and indemnify and save harmless First Party from and against any and all damages, losses, claims, demands, suits, costs, or expenses which First Party may suffer, sustain, or be subject to, directly or indirectly, caused either wholly or in part by reason of the location, construction, maintenance, use, presence or removal of said WORK, regardless of whether or not caused or contributed to by the negligence of First Party, its agents, or employees.

SEVENTH: This agreement and the license and privilege it confers may be revoked and terminated at the option of First Party at any time by giving thirty (30) days' written notice to Second Party ~~or by posting such notice in a conspicuous place where said WORK has been done;~~ and upon the expiration of said thirty (30) days after service of said notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and thereupon, Second Party shall remove said WORK from the premises of First Party and restore same to their former condition at the expense of Second Party, or on the failure of Second Party so to do, First Party may remove said WORK at the expense of Second Party, which the latter hereby expressly agrees to pay on demand.

EIGHTH: It is understood and agreed by and between the parties hereto that if, at any time or times hereafter, First Party shall desire to make any changes in its tracks, structures, roadbed or other facilities at the point of crossing, or make any changes whatever in, to, upon, over or under the premises owned, controlled or leased by said First Party, and crossed or in any way affected by the WORK of Second Party under this agreement, then Second Party shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from First Party make such changes in the location or construction of its said WORK, as in the judgment of the Chief Engineer of First Party may be necessary to accommodate any future construction, improvements or changes of said First Party.

NINTH: It is agreed that in no event shall any wires, pipes, or other structures, except those herein mentioned and shown on the blueprint hereto attached be strung or placed across the tracks or upon the property of First Party, without express permission so to do, in writing from said First Party, to that effect; and that in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission for the stringing and placing of such additional wires, pipes or other structures, apply to and cover the same with the same effect as if the right to string or place them had been incorporated in this agreement.

TENTH: It is understood and agreed by and between the parties hereto, that if at any time during the continuance of this agreement, Second Party hereto removes, abandons or discontinues the use of the WORK hereinabove referred to, this agreement and all rights hereby conferred upon said Second Party shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without further action on the part of either party; and Second Party covenants and agrees that, in case said WORK hereinabove referred to is at any time during the continuance of this agreement discontinued or abandoned, said Second Party shall, within sixty (60) days after the abandonment or discontinuance of said WORK, actually remove said WORK from the premises of First Party hereto, or cause it to be removed, and if, after the expiration of said sixty (60) days the said WORK is not actually removed, it is understood that First Party hereto may forthwith remove the same at the risk and expense of Second Party, and without being in any manner liable to said Second Party for such removal, and Second Party covenants and agrees to pay to First Party hereto the cost of such removal upon the receipt of bill therefor rendered to Second Party.

ELEVENTH: Second Party shall pay to First Party, (1) upon delivery to Second Party of executed copy hereof, the sum of Fifty Dollars (\$50.00), and (2) as rental for the privilege herein granted, the sum of Twenty Two Dollars and Fifty Cents (\$22.50) per annum, beginning on the first day of September, 1964, and annually in advance thereafter, during the term and continuance of this permit.

TWELFTH: Said power wire line, and all appurtenances connected therewith shall be constructed and maintained in accordance with Specifications for Electrical Supply Lines at Crossings with the Facilities of Steam and Electrified Railroads as contained in August 1946 Reports of Joint Engineering Committee of Association of American Railroads and Edison Electric Institute, and plat attached hereto and made a part hereof.

The covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of the ~~heirs, executors, administrators,~~ successors and assigns of the parties hereto respectively.

In Witness Whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

THE NEW YORK CENTRAL RAILROAD COMPANY
Lessee of the Michigan Central Railroad

Approved as to Form:

H. H. Wyatt
General Attorney

By C. E. DeFenestry
Chief Engineer

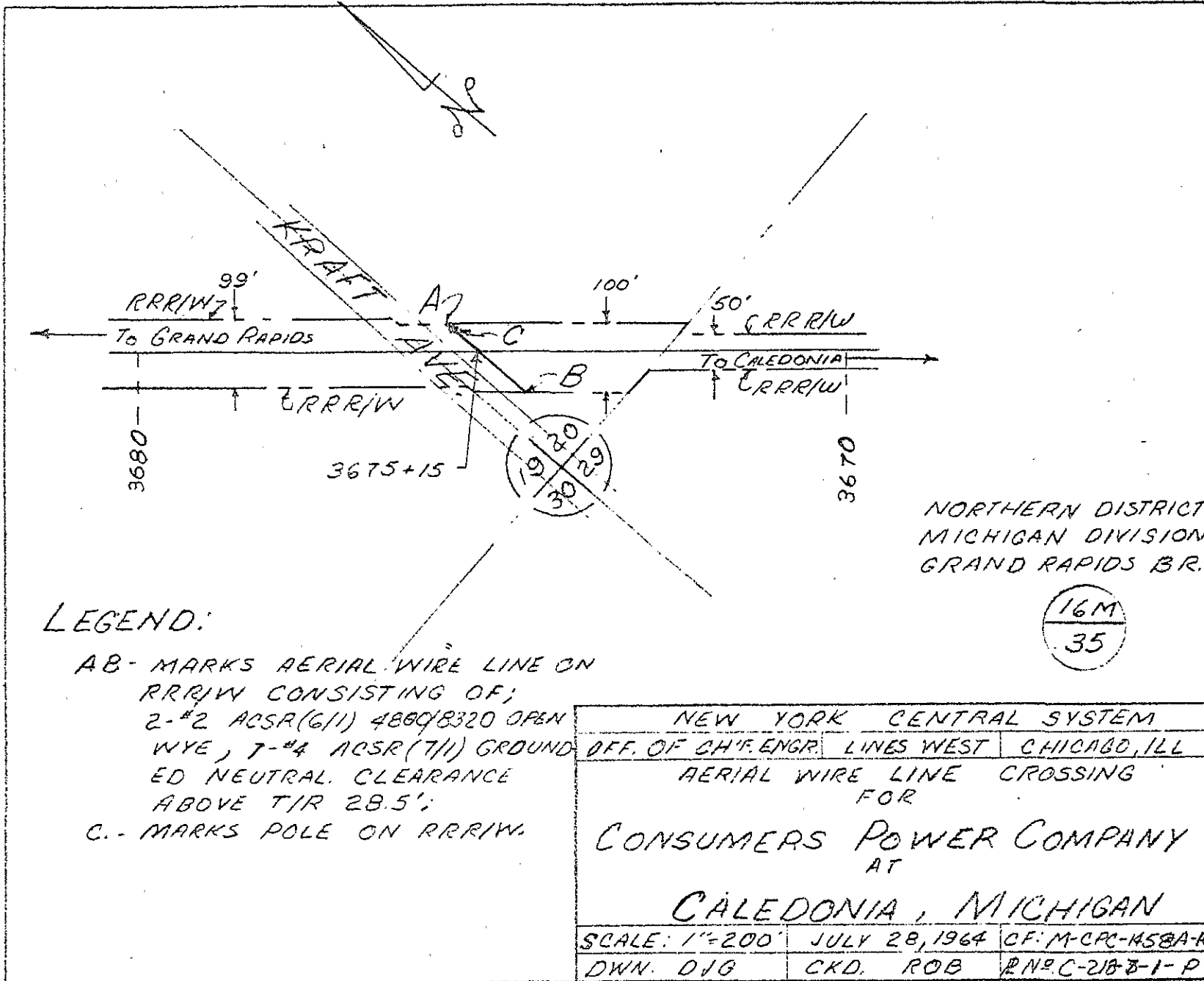
CONSUMERS POWER COMPANY, a corporation

By W. S. Reid
Its Gen'l Land & Right of Way Supvr

APVD AS TO FORM
R. P. Duff

OK
4-21-67

LIBER 3257 PG 1130

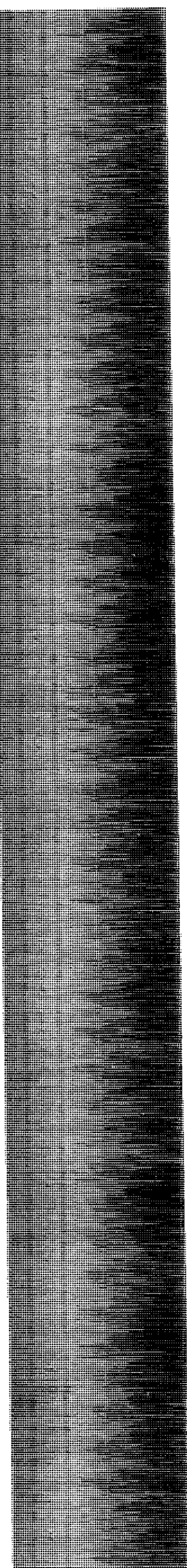


LEGEND:

AB - MARKS AERIAL WIRE LINE ON
RRRIW CONSISTING OF;
2-#2 ACSR(6/1) 4800/8320 OPEN
WYE, 7-#4 ACSR(7/1) GROUND
ED NEUTRAL. CLEARANCE
ABOVE TIR 28.5';
C. - MARKS POLE ON RRRIW.

NEW YORK CENTRAL SYSTEM		
OFF. OF CH'F. ENGR.	LINES WEST	CHICAGO, ILL
AERIAL WIRE LINE CROSSING FOR		
CONSUMERS POWER COMPANY AT		
CALEDONIA, MICHIGAN		
SCALE: 1"=200'	JULY 28, 1964	CF: M-CPC-458A-K
DWN. DJG	CKD. ROB	R.N. C-2188-1-P

16M
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RETURN TO: LAND & R/W DEPT
CONSUMERS POWER COMPANY
ATT: N. P. FISHER
JACKSON SERVICE CENTER
1955 PARNALL ROAD
JACKSON, MICHIGAN 49201