

COVERED BY ANN ARBOR RAILROAD  
MASTER AGREEMENT.  
DATED APRIL 12, 1972  
APPL. NO. 43

CONTRACT FOR OVERHEAD WIRE LINE

35. 7N, 3E

2707-WX-3A Line # 60R Corunna, Michigan

This Agreement, Made and entered into this 3rd day of October A. D. 1960,  
by and between THE ANN ARBOR RAILROAD COMPANY, party of the first part (hereinafter called the Railroad), and  
CONSUMERS POWER COMPANY of Jackson in the  
State of Michigan, party of the second part (hereinafter called the Utility),

WITNESSETH: That, for and in consideration of the sum of \$50.00 initial payment

and the further sum of \$20.00 per annum, in advance

, to be paid by the Utility to the Railroad and the covenants, agreements and  
undertakings of the Utility hereinafter contained, the Railroad hereby grants unto the Utility the right and permission  
to construct, operate, use and thereafter maintain or remove the following described facilities on the property of the  
Railroad:

3 - 795,000 cm A.C.S.R. 138 kv conductors and 2 - 3/8 inch galvanized steel  
ground wires over Railroad's tracks and right-of-way at a point 2382 feet southeast  
of Mile Post 102, T7N, R3E, Caledonia Township, Shiawassee County near Corunna,  
Michigan.

as shown in red line on print dated August 23, 1960 attached hereto and hereby made a part of this  
agreement. - (Receipts -

First: Where the facilities are located on or across the Railroad's property, the construction, operation and  
maintenance must comply with the state laws, local ordinances, the National Electrical Safety Code, or regulations  
of any competent public authority, and in accordance with the details shown on print marked Exhibit B, consisting  
of 1 sheet(s), attached hereto and hereby made a part of this agreement.

Second: The Utility shall pay all costs and expenses incident to or connected with changes, additions or relo-  
cations of poles, wires, appurtenances or other facilities of the Railroad, its lessees and licensees, including such  
special protective devices, as shall be necessary in the judgment of the Superintendent of Signals and Communica-  
tions of the Railroad by reason of the construction of the Utility's facilities.

Third: Before beginning any work in connection with the construction of said facilities, insofar as it will  
affect the property, equipment or operations of the Railroad, the Superintendent of Signals and Communications of the  
Railroad shall be notified, in order that he may be present in person or by a representative to see that the material  
and work meet with the approval of the Railroad.

Fourth: The Utility shall not increase voltage, or construct additional facilities, other than as specified or  
shown herein, without the written consent of the Railroad.

Fifth: If the operation or maintenance of the Utility's facilities should at any time cause inductive or physi-  
cal interference with the telegraph, telephone, or signal circuits, wires, appurtenances or facilities of the Railroad,  
its lessees or licensees, now or hereafter located on the Railroad's right of way, as well as owned or leased property,  
the Utility agrees, to immediately at its own cost and expense make such changes in its own facilities, or furnish  
and install for the Railroad its lessees and licensees, such protective devices as shall be necessary in the judgment  
of the Superintendent of Signals and Communications of the Railroad to eliminate such interference.

The Utility shall not operate its facilities, or any part thereof, under fault, when to do so would cause inter-  
ference with telegraph, telephone, signal circuits, wires, appurtenances or facilities of the Railroad, its lessees  
and licensees now or hereafter located on the Railroads right of way as well as on owned or leased property.

Shiawassee Power Co.

Sixth: In the event that the Railroad shall, at any time or times in the future, desire or be required to change the grade or location of the railroad tracks, wires, poles, appurtenances or any facilities of the Railroad, its lessees and licensees, or make any additions thereto, the Utility agrees that, upon the written request of the Railroad, it will immediately, at its own cost and expense, make such changes in its facilities as shall be necessary in the judgment of the Superintendent of Signals and Communications of the Railroad to provide for safe and proper construction, reconstruction, maintenance and operation of circuits and lines of the Railroad, its lessees and licensees. If the Utility shall fail to comply with any such request within ten (10) days, the Railroad shall have the right to make such changes at the risk and expense of the Utility.

Seventh: As a part of the consideration for the grant herein made to it by the Railroad, the Utility assumes the risk of, and covenants and agrees that it will save harmless the Railroad from and indemnify it against, any and all losses, damages, recoveries, costs and expenses for injury to or death of any person or persons whomsoever, or loss or destruction of, or damage to any property whatsoever (including both parties hereto and their employes and property, its lessees and licensees) arising or growing out of, directly, or indirectly, the construction, use, existence, operation, or maintenance of its facilities on the right of way of the Railroad or their removal therefrom, whether caused by the negligence of the Railroad, its agents, employees, servants or otherwise.

Eighth: The Utility shall not sublet, assign or transfer its rights, covered by this agreement, without the written consent of the Railroad.

Ninth: This agreement shall inure to the benefit of and be binding on the successors and assigns of the parties hereto respectively.

Tenth: It is understood and agreed that the term "lessees or licensees", wherever used herein, shall be construed as including any party or parties having an agreement or agreements with the Railroad to construct, use maintain or operate pole or wire lines on the Railroad's owned or leased right of way.

Eleventh: The Utility agrees to keep the weeds cut for a distance of 10 feet around any of its poles, and anchors located on the property of the Railroad.

Twelfth: This agreement shall take effect on the date hereof and continue in force until terminated by either party giving to the other party hereto sixty (60) days' written notice of its intention to terminate the same, and the Utility covenants and agrees that it will, within the said sixty (60) day period fixed in said notice, remove its property from the right of way of the Railroad, the provisions of this agreement to remain in full force and effect until such removal has been made.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by their respective proper officers thereunto duly authorized as of the day and year first above written.

WABASH RAILROAD COMPANY

By

LAND & TAX COMMISSIONER

6-6-60

TO FORM

TSB

By

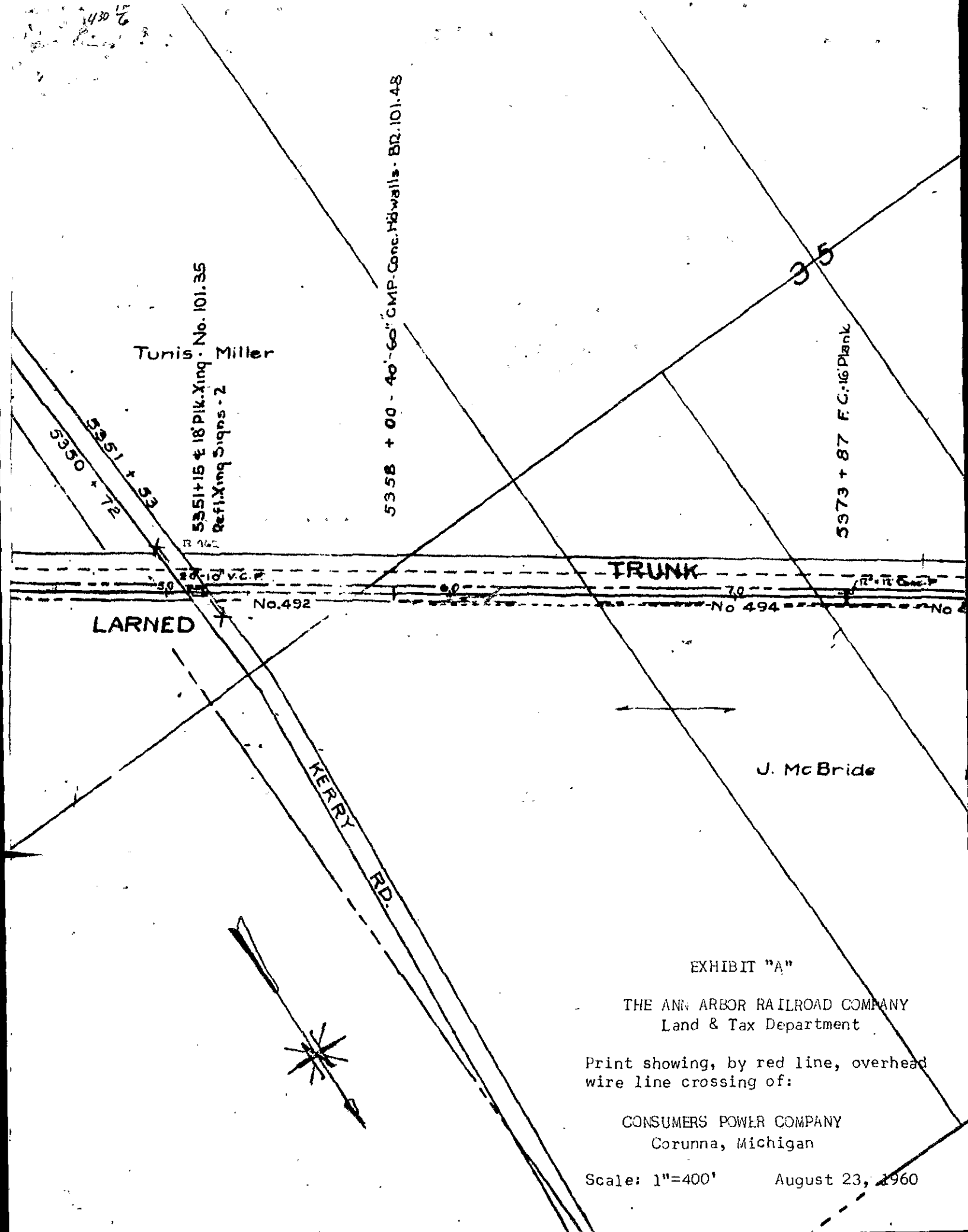
C. K. Wallace

Its Gen'l Land & Right of Way Supervisor

File #0707 NY 2A

with  
6-22-60

430 1/2



Tunis Miller

5351+15 ± 18' Plk. Xing - No. 101.35  
Ref. Xing Signs - 2

5358 + 00 - 40' - 60' CMP. Conc. Hdwalls - BR. 101.48

5373 + 87 F.C. 16 Plank

TRUNK

LARNED

KERRY RD.

J. McBride

EXHIBIT "A"

THE ANN ARBOR RAILROAD COMPANY  
Land & Tax Department

Print showing, by red line, overhead  
wire line crossing of:

CONSUMERS POWER COMPANY  
Corunna, Michigan

Scale: 1"=400'

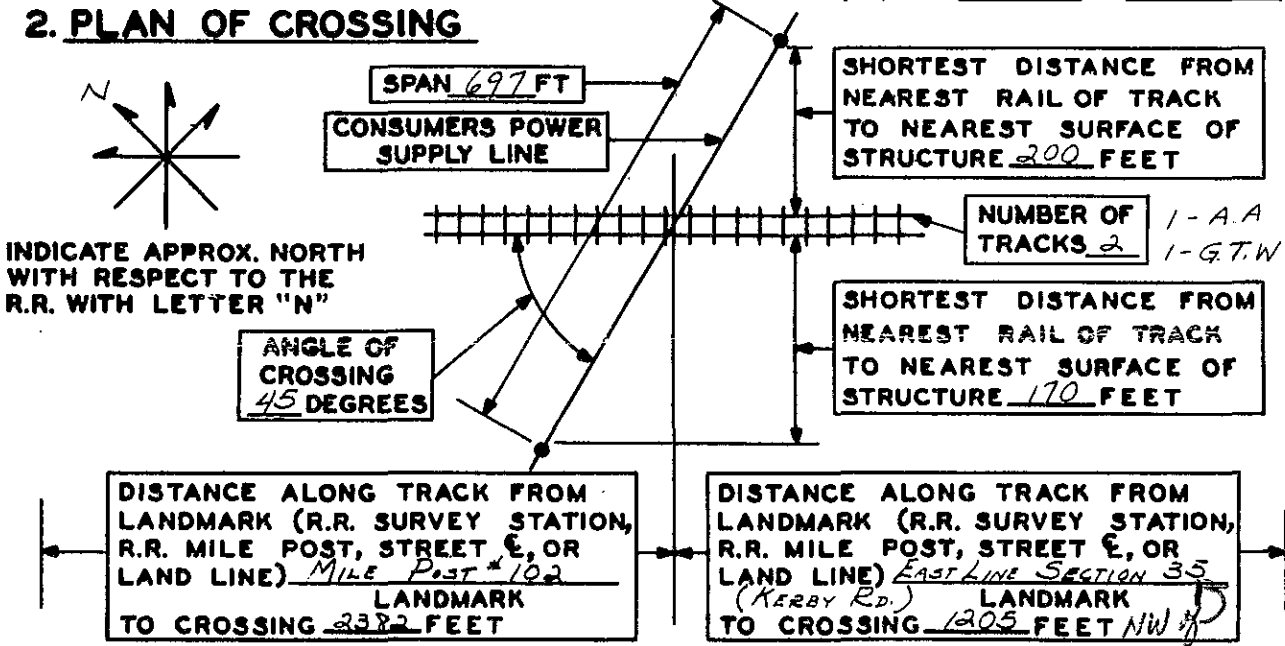
August 23, 1960

**1. LOCATION OF CROSSING**

DATE 7-20-60 BY RUTHERFORD

CITY \_\_\_\_\_ STREET \_\_\_\_\_ TOWNSHIP CALEDON  
 SECTION NO. 35 TOWN 7N RANGE 3E COUNTY SHIAWASSEE  
 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 \_\_\_\_\_

**2. PLAN OF CROSSING**



INDICATE APPROX. NORTH WITH RESPECT TO THE R.R. WITH LETTER "N"

**3. DESCRIPTION OF SUPPLY LINE**

TYPE OF STRUCTURES  
 SINGLE WOOD POLE \_\_\_\_\_ TWO OR THREE WOOD POLE X RIGID STEEL TOWER \_\_\_\_\_  
 CONDUCTORS AND/OR OTHER WIRES

EXISTING - CROSSING PERMIT M.P.S.C. NO. \_\_\_\_\_ DATED \_\_\_\_\_  
 NO. AND SIZE \_\_\_\_\_ MATERIAL \_\_\_\_\_ OPERATING VOLTAGE \_\_\_\_\_  
NONE

ADDITIONAL LOCATION INFORMATION  
110' SOUTHWEST of E HWY. M-71

PROPOSED - TOTAL AFTER ALTERATION

NO. AND SIZE	MATERIAL	OPERATING VOLTAGE
2 <u>3"</u>	<u>GALV. STEEL</u>	<u>GRD. WIRE</u>
3 <u>795,000cm</u>	<u>ACSR</u>	<u>138,000 Volts</u>

**4 CLEARANCES**

(NEAREST 0.1 FOOT WITH LOWEST CONDUCTOR OR WIRE AT 60° FINAL SAG.)  
 OVER R.R. RAILS 40 FT OVER R.R. COMMUNICATION OR SIGNAL WIRES 30 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 CLAREMONT - CORNELL	PROPOSED SUPPLY LINE CROSSING R.R. CO. <u>ANN ARBOR</u> C.P.CO. LINE <u>138 KV TRANS</u>	W.O. NO. <u>7009</u> FILE NO. <u>2707-WX-3A</u> M.P.S.C. NO. _____
---	--	--

EXHIBIT B

EXHIBIT "A"

FLINT DIVISION CON'TD

<u>New App. Number</u>	<u>C.P.Co. Ref. #</u>	<u>Existing C.P.Co. File #</u>	<u>A.A. Item #</u>	<u>Date of Agmt.</u>	<u>Location</u>
41	1103	206-WX-237	2271	4/1/55	715' SE of Legion Rd., N of Cornell Rd., Sec. 29, T7N, R3E, City of Corunna, Shiawassee Co.
42	1105	169-WX-3A	2312	9/10/55	40' SE of W Line of Sec. 20, T7N, R3E, Caledonia Twp., Shiawassee Co.
43	1121	2707-WX-3A	2751	10/3/60	1205' NW of E Line of Sec. 35, 2382' SE of RR M.P. 102, T7N, R3E, Caledonia Twp., Shiawassee Co.
44	1129	2909-WX-1A	2923	12/9/63	15' SE of RR M.P. 98, 171' E of W1/8 Line of Sec. 8, T6N, R4E, Vernon Twp., Shiawassee Co.
45	1131	206-WX-425	3081	4/21/65	422' N of c/1 of Dean Rd., 826' S of RR M.P. 82, Sec. 23, T4N, R4E, Cohoctah Twp., Livingston Co.
46	1134	257-UG-227	3380	1/7/69	160' N of the c/1 of E Cornell Rd., Sec. 19, T7N, R3E, Caledonia Twp., Shiawassee Co.

EXHIBIT "A"

NORTHWEST DIVISION Con'td.

<u>New App. Number</u>	<u>C.P.Co. Ref. #</u>	<u>Existing C.P.Co. File #</u>	<u>A.A. Item #</u>	<u>Date of Agmt.</u>	<u>Location</u>
75	1098	2378-WX-1	2227-1	10/6/54	1474' SE of RRMP #229, Sec. 32, T22N, R9W, City of Cadillac, Wexford Co.
76	1099	2309-WX-1	2229	10/20/54	480' SE of W Sec. Line 781' NW of MP#232, Sec. 26, T22N, R10W, Selma Twp, Wexford Co.
77	1107	16-WX-232	2397	7/23/56	1321' SE of MP #282, Sec. 35, T26N, R15W, Benzonia Twp, Benzie Co.
78	1109	2509-WX-1	2474	7/18/57	832' S of the N Line of Sec. 12, T23N, R12W, Springville Twp, Wexford Co.
79	1112	16-WX-294	2616	2/13/59	143' E of the c/1 of Fourth St, S of Main St, Sec. 27, T26N, R16W, City of Frankfort, Benzie Co.
80	1116	2608-UG-1	2674	10/1/59	175' N of the c/1 of Main St, Sec. 27, Village of Marion, T20N, R7W, Osceola Co.
81	1118	16-WX-307	2694	12/31/59	16' S of the E-W $\frac{1}{4}$ Line of Sec. 21, T20N, R7W, Village of Marion, Osceola Co.
82	1119	16-WX-310	2733	7/22/60	79' E of MP #283, Sec. 27, T26N, R15W, Village of Beulah, Benzie Co.
83	1123	2844-WX-1	2805	8/15/61	810' E of MP #281, Sec. 36, T26N, R15W, Benzonia Twp, Benzie Co.
84	1128	16-WX-364	2939	12/9/63	1482' S of RRMP #291, Sec. 27, T26N, R16W, City of Frankfort, Benzie Co.
85	1132	16-WX-373	3091	4/15/65	1407' NE of c/1 of (new) River Rd, 2396' NE of RRMP #288, Sec. 30, T26N, R15W, Crystal Lake Twp, Benzie Co.
86	1133	16-WX-382	1604	4/15/66	1983' S of RRMP #291, Sec. 27, T26N, R16W, City of Frankfort, Benzie Co.

By signing in the space provided, the Ann Arbor Railroad Company hereby verifies the existence of these crossing agreements and accepts the cancellation of each. It is understood that these agreements are now incorporated into the Master Agreement dated April 12, 1972

ACCEPTED FOR THE ANN ARBOR RAILROAD COMPANY

BY *[Signature]*

TITLE ASST. VICE PRESIDENT - CHIEF ENGINEER

DATE 10-28-72