

COVERED BY ANN ARBOR RAILROAD  
MASTER AGREEMENT.

DATED APRIL 12, 1972

FORM 960

2M Sets-447-CPC

APPL. NO. **LICENSE FOR OVERHEAD WIRE LINE***Whitney*  
*Line 17g*  
*Ann Arbor*  
*Michigan Consent Agreement*  
7-30-51

This Agreement, Made and entered into this 30th day of July A. D. 19 51  
 by and between THE ANN ARBOR WABASH RAILROAD COMPANY, party of the first part (hereinafter called the Wabash), 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 Fifteen and no/100 Dollars  
 preparation fee and  
 Ten and no/100-----Dollars (\$10.00), (in advance), per annum  
 Ann Arbor  
 to be paid by the Utility to the Wabash, (receipt of which is hereby ack-  
 nowledged), and the covenants, agreements and undertakings of the Utility hereinafter contained, the Wabash hereby  
 Ann Arbor  
 grants unto the Utility the license and permission to construct, operate, use and thereafter maintain or remove an  
 Ann Arbor  
 overhead wire line over, along or across the right of way and across the tracks of the Wabash as follows:

An overhead electrical transmission line consisting of  
 three 636,000 CM ACSR conductors carrying 140,000 volts  
 and two 3/8 inch galv. steel ground wires over the  
 tracks and across the right of way at a point approximately  
 410 feet northwesterly of the East and West 1/4 line of  
 Section 10, Township 8 South, Range 7 East, East of  
 Samaria, Michigan,

as shown in brown line on print dated July 25, 1951 attached hereto and hereby made a part  
 of this agreement.

Ann Arbor's  
 First: Where the wire line and appurtenances are located on or across the Wabash's property, the construc-  
 tion, 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 1892-WX-3

attached hereto and hereby made a part of this agreement.

*Beaumont Sup. (Michigan Co)*

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

Third: Before beginning any work in connection with the construction of said wire line, insofar as it will affect the property, equipment or operations of the Wabash, the Superintendent of the Wabash 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 Wabash.

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

Fifth: If the operation or maintenance of the Utility's wire line should at any time cause inductive or physical interference with the telegraph, telephone, or signal circuits, wires, appurtenances or facilities of the Wabash, its lessees or licensees, now or hereafter located on the Wabash'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 wire line, or furnish and install for the Wabash, its lessees and licensees, such protective devices as shall be necessary in the judgment of the Superintendent of the Wabash to eliminate such interference.

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

Sixth: In the event that the Wabash 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 Wabash, its lessees and licensees, or make any additions thereto, the Utility agrees that, upon the written request of the Wabash, it will immediately, at its own cost and expense, make such changes in the said wire line as shall be necessary in the judgment of the Superintendent of the Wabash to provide for safe and proper construction, reconstruction, maintenance and operation of circuits and lines of the Wabash, its lessees and licensees. If the Utility shall fail to comply with any such request within ten (10) days, the Wabash 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 Wabash, the Utility assumes the risk of, and covenants and agrees that it will save harmless the Wabash 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 the said wire line on the right of way of the Wabash, or its removal therefrom, unless caused by the sole negligence of the Wabash, its agents or servants.

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

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 Wabash to construct, use, maintain or operate pole or wire lines on the Wabash's owned or leased right of way.

8/12  
**Eleventh:** 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 <sup>Ann Arbor</sup> ~~Webash~~; 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, the day and year first above written.

THE ANN ARBOR  
WEBASH RAILROAD COMPANY

By


  
Land & Tax Commissioner

CONSUMERS POWER COMPANY

APV'D AS TO FORM

NSK

By

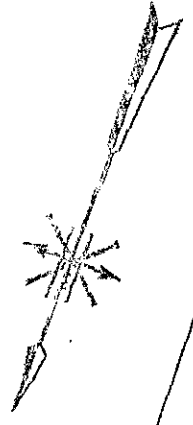
  
Its Gen'l Land & Title Supervisor

ROAD PROPERTY - ACCOUNT #70

83/6

Wm S Tuttle

J. Cline

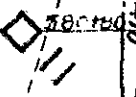


560  
No. 23  
570  
580  
590  
598+33 End\*4  
600  
610  
No. 2

575+06.7 R5.\*3

108°30'

BR. 10.9B - 579+67-37'x18" VCP & 16'x18" CMP



OVERHEAD WIRE LINE

O

589+82 ± 12' Pft. Xing

Elijah Weeks

593+17 - Geo. Kirkland

24"x50" VCP & 24"x16" CMP  
THE ANN ARBOR RAILROAD COMPANY  
LEASE WITH  
CONSUMERS POWER COMPANY  
SAMARIA, MICH.  
ST. LOUIS, MO. JULY 25, 1951  
SCALE 1" = 100'

SAM

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## EXHIBIT "A"

JACKSON DIVISION

<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>
47	1001	123-WX-544	1882	1/15/51	512' S'ly of c/1 of Jackman Rd., Sec. 34, T7S, R7E, Ida Twp, Monroe Co.
48	1018	1370-WX-2	1595	3/12/48	717' S of N Line of Sec. 10, T8S, R7E, Bedford Twp, Monroe Co.
49	1020	123-WX-522	1829	3/30/50	N of the S Line of Dean Rd., Sec. 23, T8S, R7E, Bedford Twp, Monroe Co.
50	1039	123-WX-474	1599	6/18/48	257' E of the W Sec. Line, Sec. 14, T8S, R7E, Bedford Twp, Monroe Co.
51	1040	1832-WX-3	1958	7/30/51	.49 Mi. SE of Samaria, Sec. 10, T8S, R7E, Bedford Twp, Monroe Co.
52	1058	1833-WX-11	1967	9/15/51	1-1/8 Mi. NW of Village of Morocco, Sec. 21, T7S, R7E, Ida Twp, Monroe Co.
53	1093	2157-WX-5	2149	7/24/53	325' NW of the E and W $\frac{1}{4}$ Line of Sec. 10, T8S, R7E, Bedford Twp, Monroe 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/l 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/l 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/l 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

10-22-72