

*With line 17B  
without consent required*

**LICENSE FOR OVERHEAD WIRE LINE**

This Agreement, Made and entered into this 24th day of July A. D. 19 53,  
THE ANN ARBOR

by and between **WABASH RAILROAD COMPANY**, party of the first part (hereinafter called the Wabash), and  
**CONSUMERS POWER COMPANY** of Jackson in the  
State of \_\_\_\_\_, party of the second part (hereinafter called the Utility),

WITNESSETH: That, for and in consideration of the sum of Fifteen and no/100 Dollars  
(\$15.00) preparation fee and Ten and no/100 Dollars (\$ 10.00), per annum (in advance)  
, 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  
grants unto the Utility the license and permission to construct, operate, use and thereafter maintain or remove an  
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 conductors carrying 140,000 volts and two 3/8  
inch steel ground wires over the tracks and right of way at  
a point approximately 140 feet Northerly of Mile Post 11,  
near Samaria, Michigan, (*as shown on print dated 9/1/53*)

as shown in brown line on print dated September 1, 1953 attached hereto and hereby made a part  
of this agreement,

**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 2157-WX-5) attached hereto and hereby made a part of this agreement.

*Whiting - Anderson 2*

**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 Signals and Communications 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 Signals and Communications 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 Signals and Communications 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 Signals and Communications 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.

21/15  
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 Wabash; the provisions of this agreement to remain in full force and effect until such removal has been made.

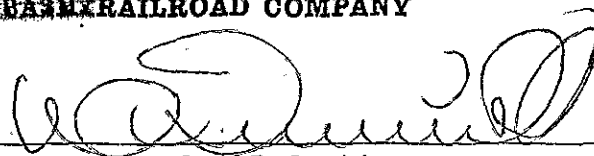
Twelfth: WABASH DEFINED; Wherever in this contract the word "Wabash" is used it shall be understood as referring to "The Ann Arbor Railroad Company".

Thirteenth: This cancels and supersedes agreement between the parties hereto dated July 24, 1953, to which was annexed map dated 6/12/53.

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  
WABASH RAILROAD COMPANY

By



Land & Tax Commissioner  
D. B. Brumitt

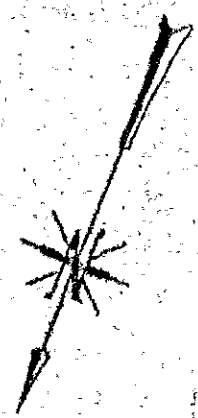
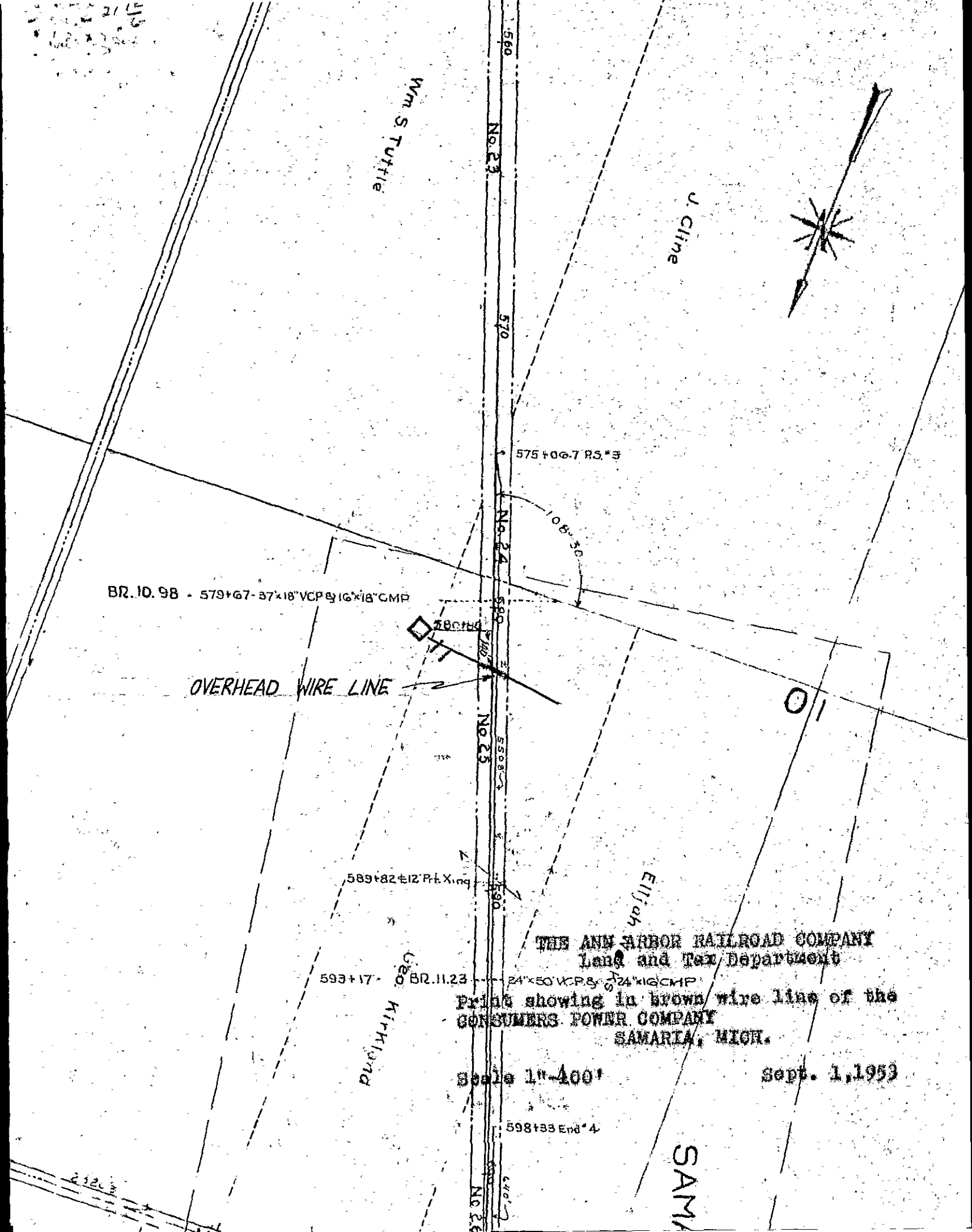
CONSUMERS POWER COMPANY

By



Its Gen'l Land & Title Supervisor

APV'D AS TO FORM  

BR. 10. 98 - 579+67-37x18" VCP & 16x18" CMP

OVERHEAD WIRE LINE

THE ANN ARBOR RAILROAD COMPANY  
Land and Tax Department

Print showing in brown wire line of the  
CONSUMERS POWER COMPANY  
SAMARIA, MICH.

Scale 1" = 400'

Sept. 1, 1953

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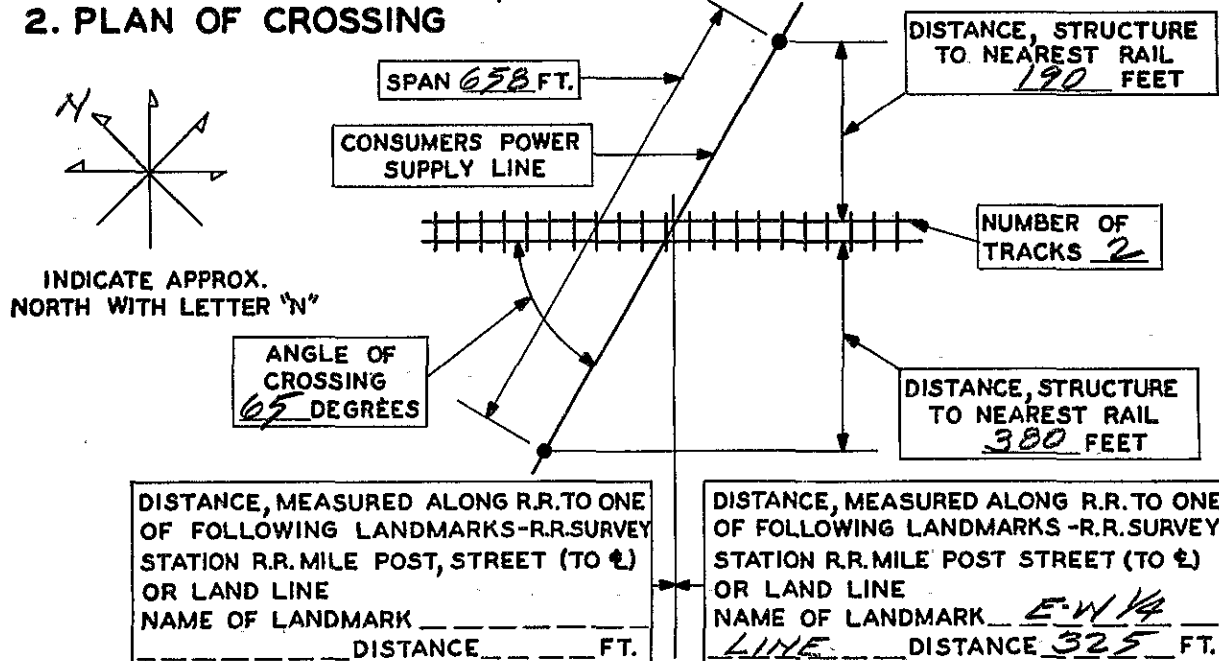
Nov. 3, 1953

## 1. LOCATION OF CROSSING

A. CITY OR VILLAGE NONE B. STREET NONE  
 C. SECTION NO. 10 TOWN B-5 RANGE 7E COUNTY MONROE  
 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 \_\_\_\_\_ TWO OR THREE WOOD POLE X RIGID STEEL TOWER \_\_\_\_\_

B. CONDUCTORS - EXISTING

NO. OF CONDUCTORS	SIZE	MATERIAL	OPERATING VOLTAGE
<i>TO SUPERSEDE PERMIT #EC3-8-5656</i>			

C. CONDUCTORS - PROPOSED (TOTAL AFTER ALTERATION)

NO. OF CONDUCTORS	SIZE	MATERIAL	OPERATING VOLTAGE
<u>3</u>	<u>636,000cm</u>	<u>ACSR</u>	<u>140,000VOLTS</u>
<u>2</u>	<u>3/8"</u>	<u>GALV. STEEL GRD. WIRE</u>	

4. CLEARANCES - LOWEST CONDUCTOR AT 60°F. OVER -  
 R.R. RAILS 37 FT., OVER R.R. SIGNAL WIRES 25 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.

CLARK)

1-7913

CONSUMERS POWER CO.  
 JACKSON, MICHIGAN

WHITING - ADRIAN #2

PROPOSED SUPPLY LINE  
 CROSSING

R.R. ANN ARBOR  
 LINE 140 KV. TRANS

FILE:

2157-WX-5

M.P.S.C. PERMIT NO. \_\_\_\_\_

## 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.

