

THE AMERICAN NATIONAL COMPANY
Box 2700
Michigan
(2.0 miles west of)
Livestock
plan showing overhead wire crossing
to be installed by Consumers Power
Company
OFFICE OF R.A. ENR. CROSS, MICH.
Scale 1" = 400'
Dec. 2, 1940

2
 Written assignment
 required
 THIS AGREEMENT, made and entered into this 17th day of December, 1940, by and between THE ANN ARBOR RAILROAD COMPANY and NORMAN B. FITCALRN AND FRANK C. NICODEMUS, JR., Receivers thereof, parties of the first part (hereinafter collectively called the Railroad), and CONSUMERS POWER COMPANY, of Jackson, Michigan, party of the second part (hereinafter called the Company),

WITNESSETH: That, for and in consideration of an initial sum of Ten Dollars (\$10.00) and the further sum of Five Dollars (\$5.00) annually, in advance, to be paid by the Company to the Railroad, and the covenants, agreements and undertakings of the Company hereinafter contained, the Railroad hereby grants unto the Company the license and permission to construct and thereafter maintain an overhead transmission line, consisting of three 336400 C.M. A.C.S.R. wires, carrying 140,000 volts, and two 3/8" galvanized steel ground wires, and appurtenances, over and across the Railroad's right of way at a point approximately 160 feet south of Mile Post Toledo 82, North of Howell, Michigan, as shown in brown line on the print dated December 2, 1940, attached hereto and hereby made a part of this agreement.

First: The construction must be in accordance with state laws and local ordinances, and comply with the rules of the Michigan Public Service Commission, and in accordance with details shown on prints marked X-10982 attached hereto.

Second: Before beginning any work in connection with the said transmission line, insofar as it will affect the property, equipment or operation of the Railroad, the Superintendent of Telegraph 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.

Third: The Company shall not increase the voltage, or construct additional wires, other than as specified herein, without the written consent of the Railroad.

Fourth: If the operation or maintenance of the transmission line should at any time cause interference with or damage to the Railroad's telegraph, telephone or signal wires or appurtenances, the Company agrees to make such changes, at its own cost and expense, as may be necessary to eliminate such interference or damage, and to reimburse the Railroad for any expense incurred on account of such interference or damage.

Fifth: 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 and appurtenances owned or used by the Railroad, and/or to make any addition thereto, the Company agrees that, upon the written request of the Railroad, it will make such changes in the said transmission line as may be necessary to provide proper clearance and eliminate any interference with or damage to the Railroad's telegraph, telephone or signal wires or appurtenances. If the Company 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 Company.

Sixth: As a part of the consideration for the grant herein

Consumers Power, Jackson, Mich.

made to it by the Railroad, the Company covenants and agrees that it will save the Railroad harmless 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), arising from or growing out of, directly or indirectly, the construction, existence, operation or maintenance of said transmission line across the right of way of the Railroad, or its removal therefrom, the risk of which is assumed by the Company, unless caused by the sole negligence of the Railroad, its agents or servants.

Seventh: The Company shall not sublet, assign or transfer its facilities, covered by this agreement, without the written consent of the Railroad.

Eighth: This agreement shall take effect on the date hereof and continue in full force until terminated by either party giving to the other sixty (60) days' notice in writing of its intention to terminate the same, and the Company 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.

This agreement binds the Receivers only during the term of their Receivership.

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

NORMAN B. PITCAIRN and
FRANK C. NICODEMUS, JR.,
RECEIVERS OF
THE ANN ARBOR RAILROAD COMPANY

Approved: _____
Form: N. B. Pitcairn
Traffic: F. C. Nicodemus, Jr.
Industrial Agent
Chief Traffic Officer
Description: _____
Real Estate Agent
Engineering: _____
Chief Engineer
Operation: F. C. Nicodemus, Jr.
General Superintendent
Chief Operating Officer

APPROVED:

F. C. Nicodemus, Jr.
Supt. Telegraph

THE ANN ARBOR RAILROAD COMPANY and
NORMAN B. PITCAIRN AND FRANK C.
NICODEMUS, JR., RECEIVERS THEREOF

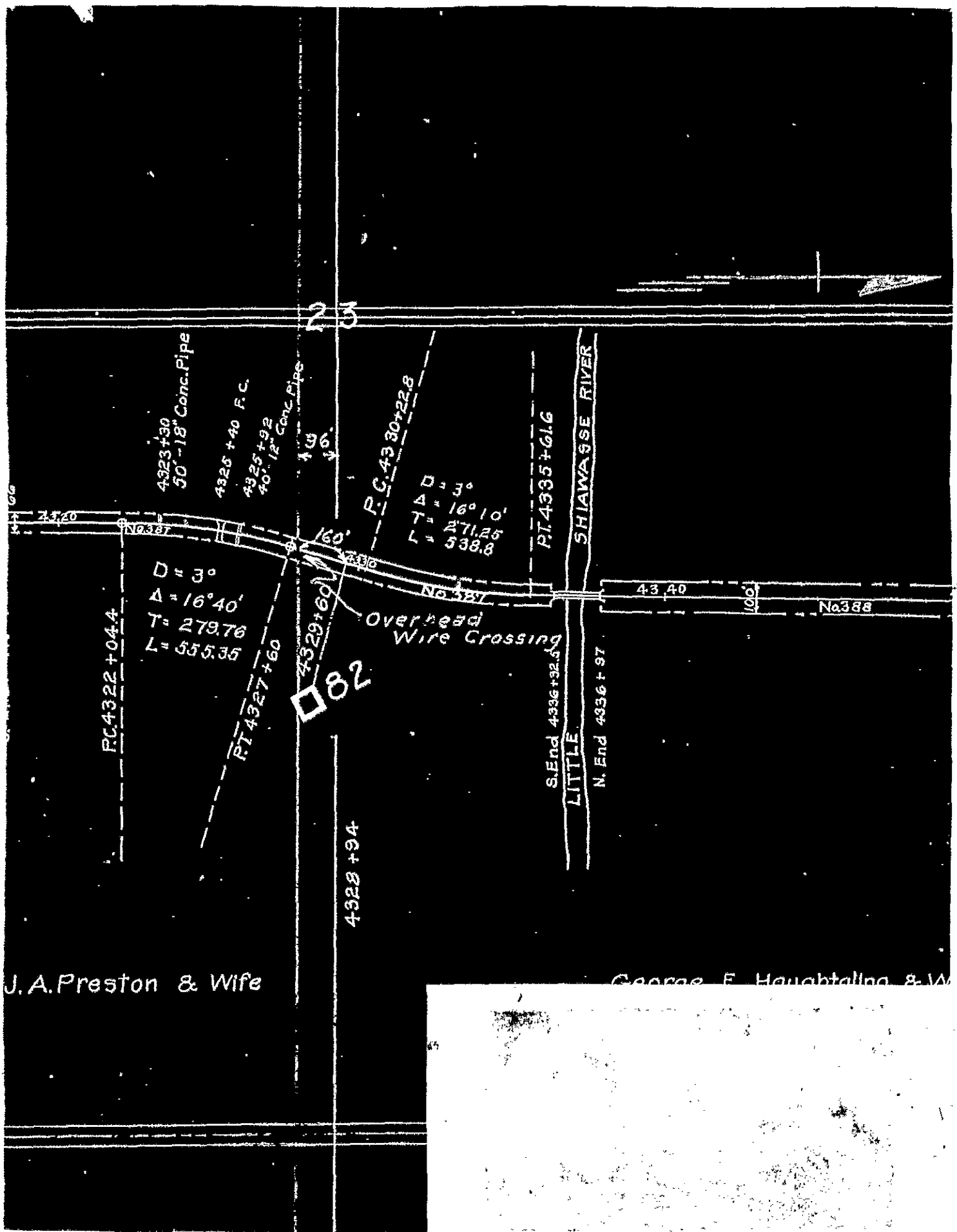
By L. B. Parley
Real Estate Agent

CONSUMERS POWER COMPANY

By Edgar Johnson
Vice President

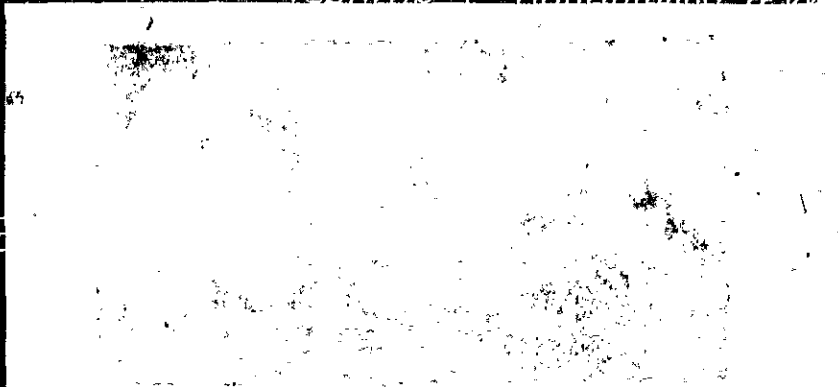
W. J. Johnson
973 2446
23-8-1522

24-5



J. A. Preston & Wife

George F. Haughtaling & W



DATA SHEET
TO ACCOMPANY
DRAWING N. *X-10932*

FILE-973-WX-6

NAME OF RAILROAD - *ANN ARBOR RAILROAD*
NAME OF COMPANY *CONSUMERS POWER CO.*
NAME & LOCATION OF CROSSING
Street *NONE*
Distance to nearest intersection *96' SOUTH OF E. & W. 1/4 LINE*
7 1/2 MILES NORTH OF HOWELL
County *LIVINGSTON* Township *COHOCTAN*
Section *23* Township *4 NORTH* Range *4 EAST*

CIRCUITS
Number *1* Volts *140,000* Frequency *60 N*
No. of Wires *5* Lightning proc. wire *2 - 3/8" GALV STEEL*

POLES
Material *WESTERN RED CEDAR* Total Length *H=65' B&C=70' D=60'*
Clearance *25"* A. Ground Line *52.5' 54.0' 51.0'*
Depth of Setting *AS SHOWN* Kind *EARTH*

GUYS
Number *NONE*
Kind & Size _____ Strength _____

GUY ATTACHMENT
To pole, height above ground _____
To anchor, distance from pole _____

GUY CLAMPS
Number _____ Kind _____ Size _____

GUY INSULATORS
Number _____ Kind _____ Size _____

GUY ANCHORS
Kind _____ Size _____ Depth of setting _____

ANCHOR RODS
Material _____ Size _____

CROSSARMS
Material *FIR* Size *3 3/4" X 8 3/4" X 37'-0"*
Number Present Construction *DOUBLE* Future *NONE*

CROSSARM ATTACHMENTS
Galvanized *YES* Plain _____
Center Bolt *DOUBLE ARMING BOLT* Size *3/4"*
Spacers *WOOD BLOCK* Kind *6" X 7 1/2" X 3'-0" & 5'-0"*
Braces *4/ARM* Kind *LORAIN 1-39018* Size *2 3/4" X 3 3/8"*
Brace bolt—Kind and size at arm end *3/4" X 10" MACHINE BOLT*
Brace bolts—Kind and size at pole end *3/4" X 8"*

PINS
Material *NONE* Type _____ Size _____ Galvanized _____

INSULATORS
Make *QB #32440*
Size *5 3/4" X 10"*
Type *STRAIN* Material *FORCELAIN*

CONDUCTORS
Number *5* Size *3-336400 CM*

EXHIBIT "A"

FLINT 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>
20	1004	207-WX-131	1589	1/2/48	186' S of the E&W $\frac{1}{4}$ Line Rd., Sec. 27, T9N, R1W, Elba Twp., Gratiot Co.
21	1008	207-WX-91	940	1/31/39	213' S of N Line of Sec. 26, T5N, R4E, Burns Twp., Shiawassee Co.
22	1012	207-WX-95	943	2/15/39	175' S of N Line of Sec. 2, T5N, R4E, Burns Twp., Shiawassee Co.
23	1013	207-WX-70	807	2/1/37	117' S of N Line of Sec. 21, T8N, R1E, Fairfield Twp., Shiawassee Co.
24	1014	207-WX-71	808	3/15/37	65' E of W Line of Sec. 26, One Mile NW of Carland Depot, Sec. 26, T8N, R1E, Fairfield Twp., Shiawassee Co.
25	1015	207-WX-14	1935	3/28/50	515' Nly of S Line of Sec. 12, T8N, R1W, Duplain Twp., Clinton Co.
26	1024	207-WX-77	810	4/27/37	$\frac{1}{2}$ mile SE of Carland, Sec. 36, T8N, R1E, Fairfield Twp., Shiawassee Co.
27	1025	1807-WX-2	1937	4/24/50	480' W of Depot at Corunna, Michigan, Sec. 28, T7N, R3E, Caledonia Twp., Shiawassee Co.
28	1027	207-WX-99	946	5/31/39	175' S of c/l of E&W $\frac{1}{4}$ Line Rd., 5 mile NW'ly of Owosso Depot, Sec. 32, T8N, R2E, Rush Twp., Shiawassee Co.
29	1028	948-WX-9	1941	5/7/51	306' SE'ly of W Sec. Line Rd., Sec. 35, T9N, R1W, Elba Twp., Gratiot Co.
30	1046	207-WX-117 206-WX-430B	1107	7/21/41	151' NW of c/l of New Lathrop Rd., 2750' W of RR M.P. #94, Sec. 22, T6N, R4E, Vernon Twp., Shiawassee Co.
31	1060	207-WX-102 206-WX-431	952	9/8/39	249' N of c/l of Sanford Rd., 1080' S of RR M.P. #81, Sec. 26, T4N, R4E, Cohoctah Twp., Livingston Co.
32	1074	207-WX-81	814	11/1/37	238' N of S Line of Sec. 26, T6N, R4E, Vernon Twp., Shiawassee Co.
33	1075	1799-WX-1	1879	12/14/50	940' E of N/S $\frac{1}{4}$ Line of Sec. 29, T7N, R3E, Caledonia Twp., Shiawassee Co.
34	1072	1220-UG-23	1866	12/21/50	950' NW'ly of E Sec. Line of Sec. 27, T7N, R3E, E of Corunna, Caledonia Twp., Shiawassee Co.
35	1077	1799-WX-4	1881	12/20/50	150' N of c/l of Cornell St., 45' W of c/l of Glenwood Ave., Sec. 19, T7N, R3E, City of Owosso, Shiawassee Co.
36	1079	973-WX-6	1030	12/17/40	96' S of E&W $\frac{1}{4}$ Line of Sec. 23, T4N, R4E, Cohoctah Twp., Livingston Co.
37	1097	2119-WX-6	2202	5/24/54	483' W of RR M.P. #107, Sec. 24, T7N, R2E, City of Owosso, Shiawassee Co.
38	1097	2119-WX-3	2202	5/24/54	450' W'ly of Cedar St., and 230' E of Washington St., Sec. 24, T7N, R2E, City of Owosso, Shiawassee Co.
39	1100	2115-WX-1B	2260	1/1/55	320' SE of W Line of Sec. 20, T7N, R3E, Caledonia Twp., Shiawassee Co.
40	1101	2115-WX-2B	2262	2/1/55	70' NW of E Line of Sec. 19, T7N, R3E, City of Owosso, 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 10-20-72