

REAL ESTATE AND RIGHTS OF WAY
 RECORD OF RAILROAD CROSSINGS
 AS OF (05/24/88)

INVOICE	CITY	PROJECT	DATE	CROSSING	TYPE	DESC	RC_FILE	FREQ	RENT
RAILROAD CROSSINGS FROM HUR & ESTRN RAILROAD									
A-95145	WHEATLAND	BT3655	APR 23 87	1883A	1	MILLS ROAD 800' WEST RANGELINE		X	0
00D4211-1	BAD AXE	BT9125	JAN 01 26	1977	3	E OF BUFFALO ST E OF YORK ST	SEC 19	A	50
00D4216-2	WASHINGTON	BM9121	JAN 01 23	OCCPT	2	2 MI N OF APPLEGATE		A	0
00D4217-3	CARLSONVIL	BT9120	JAN 01 23	OCCPT	1	SOUTH OF HYDE RD	SEC 10	A	0
00D4261-4	BAD AXE	BT9245	JAN 01 40	1989D	1	BET YORK ST & SANDBEACH W OF GOLD ST	19	A	50
00D4332-5	VERONA	BT9274	JAN 01 48	OCCPT	3	THOMPSON & NUGENT		A	50
00D4336-6	RUTH	BA2912	JAN 01 48	2531	1	SEC 20 N OF ATWATER E OF RUTH		A	50
00D4396-7	LEXINGTON	BT9479	JAN 01 51	2788	2	1320 FT N EAITKIN RD 2600 FT W CROSWELL5		A	50
00D4398-8	BAD AXE	BT9477	JAN 01 51	2786	1	1927 FT S OF HURON AVE 323FT W SILVER-19		A	50
00D4414-9	BAD AXE	BT9473	JAN 01 53	XING	1	VIC OF HANSELMAN AND SOUTH STREET		A	50
00D4432-10	VERONA	BT9559	JAN 01 53	2961	1	752 FT N TERWILLIGER RD	30	A	50
00D4450-11	WASHINGTON	BM9544	JAN 01 54	3031	3	232 FT E SHERMAN 550 S HAWKINS	SEC36	A	50
00D4453-12	WASHINGTON	BM9542	JAN 01 54	1959C	3	NR SHERMAN AND HAWKINS STS	SEC 36	A	50
00D4464-13	DECKERVILL	BA1857	JAN 01 56	3190	1	S BLACK RIVER E RANGE RD		A	50
00D4468-14	VERONA	BT9536	JAN 01 56	3194	2	AT LEARMAN RD W CROCKARD RD	SEC 07	A	50
00D4470-15	CUSTER	BT9534	JAN 01 56	3200	4	N SANILAC RD W STOURENVURG RD	SEC 33	A	50
00D4473-16	BINGHAM	BO9535	JAN 01 56	3213	4	N MUMFORD RD E JURGESS RD		A	50
00D4480-17	VERONA	BT9529	JAN 01 56	3228	4	E VANDYKE N PITT	SEC 18	A	50
00D4485-18	MINDEN	BT9527	JAN 01 56	3238	1	S PALMERD W LYON		A	50
00D4486-19	SAND BEACH	BT9524	JAN 01 56	3211	1	N BROAD E HURON		A	50
00D4489-20	SAND BEACH	BT9523	JAN 01 56	1980A	1	NE LAKESHORE N LINCOLN	SEC 18	A	50
00D4507-21	UBLY	BT9674	JAN 01 55	3107	1	260 FT S MAIN 1000 FT E GARFIELD	SEC 27	A	50
00D4519-22	CUSTER	BT9666	JAN 01 58	OCCPT	1	S OF EDDY RD E OF BIRKSHIRE		A	50
00D4532-23	SANDUSKY	BT9645	JAN 01 59	3414	1	N OF ARGYLE OPPOSITE MOORE	SEC 33	A	50
00D4533-24	LEXINGTON	BT9491	JAN 01 50	XING	1	50 FT N OF CROSSWELL 830 FT S OF PECK-32		A	0
00D4534-25	HARBOR BCH	BT9874	JAN 01 67	3756	1	SEC 01 850' N WOODS 450' E N HURON ST		A	0
00D4535-26	HARBOR BCH	BT9528	JAN 01 56	3226	1	SE COURT ST E HURON RD		A	50
00D4536-27	BAD AXE	BT1042	JAN 01 64	3620	1	38' S CHICKORY ST 640' W SILVER ST 19		A	50
00D4537-28	HARBOR BCH	BT9875	JAN 01 67	3809	4	SEC 01 550' E US 25 1450' N LYTTLE ROAD		A	50
16500-30	LINCOLN	BT1064	JAN 01 70	1997B	1	AT FILION RD AND VAN DYKE		A	50
16922-31	BINGHAM	BT9888	JAN 01 67	3870	3	SEC 05 1285 FT S POPPLERD 440FT E NUGENT		A	50
16923-32	SAND BEACH	BT9886	JAN 01 67	3808	4	SEC 01 550' E US 25 1050' S US 25		A	50
16933-33	HARBOR BCH	BT9878	JAN 01 67	3809	4	SEC 1 1000' US 25 1150' N LYTTLE RD		A	50
17105-34	COLFAX	BT1590	JAN 01 73	3186B	1	SEC 13 1678'W VANDYKE N HURON RD		A	70
17108-35	BAD AXE	BT9622	APR 05 73	2525B	1	CANCELLED		X	
17199-36	VERONA	BT1396	JAN 01 73	1759B	1	S RAPSON RD 2309 FT E VANDYKE	SEC	A	70
17486-37	MINDEN	BT1087	JAN 01 68	3391	1	1055'W OF POLK 5890'S OF CHARLESTON		A	50
17501-38	VERONA	BT1397	JAN 01 73	3185A	3	E WHITELAM RD N EIRWIN ST		A	180
17510-39	MINDEN	BT1091	JAN 01 68	3956	1	660'S OF MAIN ST 90'E OF MOONEY		A	50
17565-40	SANDUSKY	BT1395	JAN 01 67	3482A	1	150 FT N ARGYLE 295 FT W HART	SEC 32	A	50

RECORDED RIGHT OF WAY 10179

REAL ESTATE AND RIGHTS OF WAY
 RECORD OF RAILROAD CROSSINGS
 AS OF (05/24/88)

INVOICE	CITY	PROJECT	DATE	CROSSING	TYPE	DESC	RC_FILE	FREQ	RENT
17871-41	CARSONVIL	BM1401	JAN 01 76	1924C	3	484 FT S SHELDON ST SEC 03	26473	A	111
18304-42	BAD AXE	BT1367	JAN 01 78	4391	1	IN SKINNER ST 572 FT S SOPER ST SEC 30	31876	A	75
18360-43	MINDEN	BT1363	JAN 01 79	4406	1	SEC 22 35FT E POLK 6595 FT S CHARLSTON	32623	A	75
18467-44	BINGHAM	BT3363	JAN 01 81	4428	1	SEC 22 NW OF MAIN E OF GARFIELD	33838	A	50
18555-45	HURON	BT3471	JAN 01 82	4467	1	SEC 1 47'S C/L HARBOR B PP 550	34504	A	100
18815-46	BAD AXE	BT1089	JAN 01 68	2785	1	180'AND225'E OF HANSELMAN N OF SOPER	25286	A	50
18847-47	SAND BEACH	BT1353	JAN 01 62	3549	1	208 FT E HURON ST 160 FT N STATE STSEC	21763	A	50
18875-48	SHERMAN	BT1548	JAN 01 68	2929	1	SEC 31 53'S GRINDSTONE 1250' E VANDYKE	25048	A	50
19046-49	SHERMAN	BT1102	JAN 01 63	OCCPT	2	VICPRIEMIEREPPENBROCKBUHLFINKLE RDS	22134	A	5

*TOTAL RAILROAD

3160

RECORDED RIGHT OF WAY 10/179

Transmission
Working Party
Sc 23

THIS AGREEMENT made this 20th day of September
A. D. 1933, between the PERE MARQUETTE RAILWAY COMPANY, a Michigan corporation,
hereinafter for convenience called the "Pere Marquette", and the GREAT LAKES
POWER COMPANY, a _____ corporation, hereinafter for a like
convenience called the "second party".

WITNESSETH:

The Pere Marquette grants to the second party, as far as it may lawfully do so, the right to install and maintain a transmission line, supported by twelve (12) poles, on its Port Huron-Grand Rapids Division main line right of way approximately two (2) miles north of Applegate, Michigan, the exact location being between Station Stake No. 1798 plus 70 and Station Stake No. 1824 plus 10, as indicated in red on the blue print attached hereto and made a part hereof, on the following terms and conditions, however, which are hereby agreed to and accepted by the second party:

1. Second party shall furnish all labor and material for and install said transmission line and poles at the point aforesaid at its own cost and expense, and to the satisfaction of the Pere Marquette. Second party shall also perform all future maintenance in connection with said transmission line and poles at its own cost and expense and to the satisfaction of the Pere Marquette.

2. The said transmission line, extending on Pere Marquette's right of way a distance of approximately 2640 feet, and consisting of a reinforced aluminum cable carrying a voltage of 25,000 volts, shall be at a height at all times of not less than 25 feet above the right of way of the Pere Marquette, and not less than _____ feet above all other power, telephone and telegraph wires, if any, on the premises of the Pere Marquette Railway Company.

3. The twelve (12) poles necessary to carry said transmission line on Pere Marquette's right of way shall be so located by second party on said right of way that they will not interfere in any way with the operations of the Pere Marquette, shall be spaced 240 feet centers, and shall each be located approximately three (3) feet from Pere Marquette's easterly right of way line.

4. The second party shall pay to the Pere Marquette during the life of this agreement, the sum of Twenty (\$20.00) Dollars per annum, in advance as a rental charge for the permission hereby granted.

5. The second party shall obtain consent and authority from the Michigan Public Utilities Commission for the installation and maintenance of the transmission line as aforesaid before said installation is commenced, and shall at all times observe all requirements of public authority governing or respecting the same.

6. The second party shall at all times hereafter assume all liability, if any, for damage or injury to persons or property of any kind caused by or due to the installation, maintenance or existence of the transmission line and poles covered by this grant upon the premises of the Pere Marquette, and will indemnify and save the said Pere Marquette and its successors or assigns, harmless from any claim for damage or injury, to persons or property caused by the installation, maintenance, existence or removal of the transmission line and poles referred to in this grant.

7. In case the Pere Marquette shall at any time hereafter desire to change the grade of its line, otherwise improve or change its facilities at the point where the said transmission line and poles are located, or for any reason whatever desire that said transmission line and (or) poles be

MAP WGN

removed or their location changed, it shall give the second party sixty (60) days' notice in writing, and second party agrees that before the expiration of said sixty (60) days it will either remove or change (whichever is desired by the Pere Marquette) the location of said transmission line and (or) poles and restore the premises of the Pere Marquette to their condition prior to installation of said transmission line and poles.

6. This agreement, unless otherwise terminated as herein provided for, shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

P. M. APPROVAL	
<i>W. H. G.</i>	Gen. Atty.
<i>W. H. G.</i>	Vic. Pres. & Gen. Aud.
	Supt.
<i>M. G.</i>	Gen'l. Supt.
	Ch. Eng.
	F. T. M.
	A. G. M.

PERE MARQUETTE RAILWAY COMPANY
 By *Mark H. Alfred*
 Its President.

GREAT LAKES POWER COMPANY
 By *Norman J. Frost*
 Its President

*Inv. 3232, Sept. voucher for 20⁰⁰ covering
 Credit 9/20/33 to 2000
 Audit 4977 - 2000 9-20-33 to 9-27-33
 5057 - 2000 9-20-33 to 9-19-37*

Entered in Audit Division Contract
 Ledger Records (R. of W.) 9/30/36.
 MG

Date: July 12, 1988

To: Vicki C. Sullivan
Supervisor
Records Center

From: Thomas Wilson ^{TW}
Real Estate Associate

Subject: Master Agreement-Huron and Eastern Railway Company

In a letter dated November 20, 1986, Detroit Edison was notified that Huron and Eastern Railway Company was assigned wire crossing and occupation agreements in Huron and Sanilac Counties, by Chesapeake and Ohio Railway Company. As a part of negotiations to create a "Master Agreement" with Huron and Eastern, it was agreed to increase rentals for their agreements to a minimum of \$50, to increase the rental for a 6.4 mile occupation to \$525 and to now pay those agreements which were originally to be paid once every 5 years, to be paid annually now. All Huron and Eastern agreements will hereafter be paid January 1, of each year.

The Records Center file for the "Master Agreement" is known as Huron and Eastern Railway Company Master Agreement. Please attach a copy of this memo in each of the listed Records Center files.

TW/blg

Detroit
Edison

REAL ESTATE AND RIGHTS OF WAY

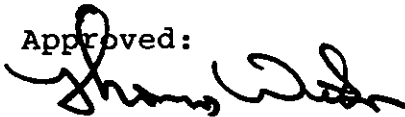
Date: May 26, 1988
To: Vicki C. Sullivan
Supervisor
Records Center
From: Brenda L. Golson
Subject: Huron and Eastern Master Agreement

Attached are papers related to the Master Agreement between Detroit Edison and Huron and Eastern Railway Company, Inc., dated January 1, 1987.

Under the terms of this Agreement, the annual rentals Edison pays Huron and Eastern for the various agreements listed are increased as shown.

Please establish a Huron and Eastern Railway Company, Inc. Master Agreement File.

Approved:



Thomas Wilson
Real Estate Associate

GENERAL FILE

Huron and Eastern Railway Company

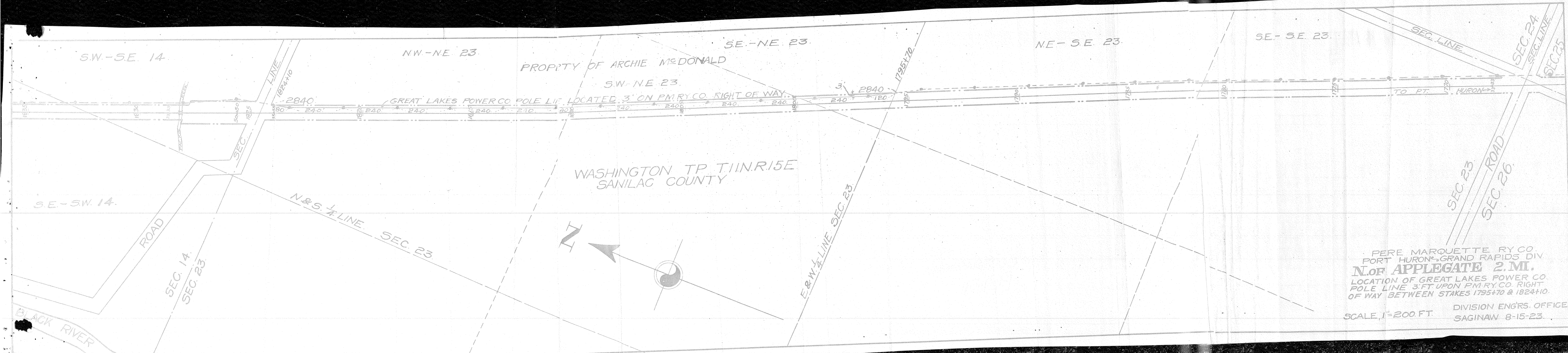
TW/blg

attachments

RECORDED RIGHT OF WAY 10179

Serving Customers

We're all a part of it!

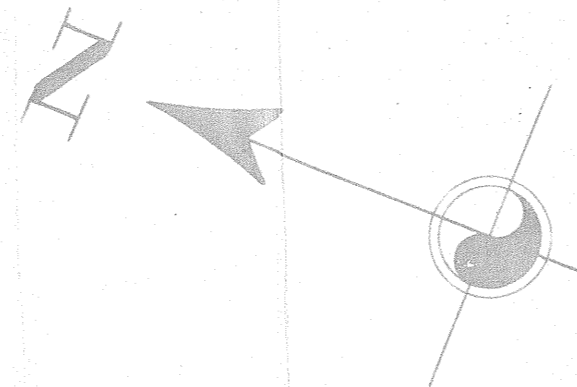


PROPERTY OF ARCHIE McDONALD

SW-NE 23

GREAT LAKES POWER CO. POLE LINE LOCATED 3' ON PM RY CO. RIGHT OF WAY

WASHINGTON TP T.11N. R.15E
SANILAC COUNTY



PERE MARQUETTE RY CO.
PORT HURON-GRAND RAPIDS DIV
N. OF APPLGATE 2 MI.
LOCATION OF GREAT LAKES POWER CO.
POLE LINE 3' FT. UPON PM RY CO. RIGHT
OF WAY BETWEEN STAKES 1795+70 & 1824+10.

SCALE 1" = 200 FT. DIVISION ENGRS. OFFICE
SAGINAW 8-15-23.