

REAL ESTATE AND RIGHTS OF WAY

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

RECORDED RIGHT OF WAY 12036

Detroit
Edison

REAL ESTATE AND RIGHTS OF WAY

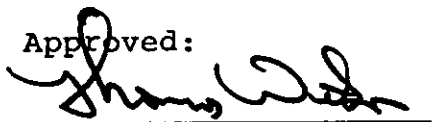
Date: May 26, 1988
To: Vicki C. Sullivan
Supervisor
Records Center
From: Brenda L. Golson
Subject: Huron and Eastern Master Agreement

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 12036

Serving Customers

We're all a part of it!

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 APPLGATE		A	50
00D4217-3	CARLSONVIL	BT9120	JAN 01 23	OCCPT	1	SOUTH OF HYDE RD	SEC 10	A	50
00D4261-4	BAD AXE	BT9245	JAN 01 40	1989D	1	BET YORK ST & SANDBEACH W OF GOLD ST	SEC 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	B09535	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	50
00D4534-25	HARBOR BCH	BT9874	JAN 01 67	3756	1	SEC 01 850' N WOODS 450' E N HURON ST		A	50
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 LYTLE 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 LYTLE 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	18
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 R/W FILE NO. 12036

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	26473	A	111
18304-42	BAD AXE	BT1367	JAN 01 78	4391	1	IN SKINNER ST 572 FT S SOPER ST	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 ST	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	OCAPT	2	VICPRIEMIEREPENBROCKBUHLFINKLE RDS	22134	A	52

*TOTAL RAILROAD

3160

RECORDED R/W FILE NO. 12036

THIS AGREEMENT, made this 31 day of August, A. D. 1948, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called "first party", and THE DETROIT EDISON COMPANY, a New York corporation, hereinafter called "second party".

W I T N E S S E T H:

WHEREAS, second party desires to construct and thereafter maintain an electric transmission line over and across first party's property in the west half of the northwest quarter of Section 29, Town 16 North, Range 13 East, Verona Township, Huron County, Michigan, in the location shown in red on the print hereto attached and made a part hereof, and has requested the first party to grant it the right so to do.

NOW, THEREFORE, first party grants to second party, so far as it may lawfully do so, the right to construct, operate, and maintain said transmission line over and across first party's property in the location aforesaid, upon the following terms and conditions, however, which are hereby agreed to and accepted by second party:

1. Second party, at its own cost and expense, shall construct said transmission line, and shall likewise at its own cost and expense operate and maintain the same at all times hereafter in a safe and proper condition.

2. Said transmission line, which will extend upon and across first party's property in the location aforesaid a distance of approximately 1100 feet, will be supported by four poles and one anchor guy located on first party's property.

3. Second party, at its own cost and expense, shall cut the brush on a strip of land 50 feet wide, being 25 feet on each side of said transmission line, and shall properly dispose of the cuttings in such a manner as not to cause a fire or a fire hazard. Second party will also protect, indemnify, and save harmless first party, its lessees, successors, and assigns from and against all liability for loss, damage, or injury to persons or property, including the property of first party, second party, and third parties, and injury to all persons whether or not they are employees of the parties hereto or are third parties, caused either wholly or in part by, or resulting from, the cutting of brush on said strip of land.

4. Second party shall at all times hereafter assume all liability, if any, for loss, damage, or injury to persons or property, including the property of first party, second party, and of third parties, and injury to all persons whether or not they are employees of the parties hereto or are third parties, caused either wholly or in part by, or resulting from, the construction, installation, maintenance, existence, use, repair, renewal, or removal of the transmission line, poles, and anchor guy covered by this grant in the location aforesaid, including all liability, if any, for loss, damage, or injury to all persons whomsoever, and to all property whatsoever, engaged or used in or about the construction, installation, maintenance, existence, use, repair, renewal, or removal of said transmission line, poles, and anchor guy, however caused, and will protect, indemnify, and save harmless first party, its lessees, successors, and assigns, from and against such liability.

RIGHT OF WAY FILE NO. 12037

RIGHT OF WAY FILE NO. 12037

5. Second party shall pay to first party the sum of Ten Dollars (\$10.00) on execution of this agreement as the estimated cost of preparing the same. Second party shall pay to first party as a rental charge for the use of its premises the sum of Seven and 50/100 Dollars (\$7.50) on the execution of this agreement to cover the period from date hereof to December 31, 1948, and thereafter, commencing January 1, 1949, the sum of Fifteen Dollars (\$15.00) per annum, in advance, for each and every year, or fraction thereof, during which this agreement shall remain in force and effect.

6. This agreement shall continue in force and effect until terminated by sixty (60) days' notice in writing from either party to the other of a desire to terminate the same. Upon the giving of such notice, second party agrees to remove, at its own expense, the said transmission line, poles, and anchor guy from the property of first party and to restore and leave said property in as good condition as before the installation of said facility. In case second party shall fail so to do before the expiration of sixty (60) days after such notice of termination by either party has been given to the other party, then first party may perform the work of removal and restoration at the expense of second party, and second party shall repay to first party all such expense within thirty (30) days after bill for same has been presented to second party.

7. This agreement shall inure to the benefit of and be binding upon the lessees, successors, and assigns of the parties hereto; but any assignment by second party of its rights under this agreement shall be void unless given with the written consent of first party.

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

Approved by
General Auditor
[Signature]

APPROVED
BY
[Signature]

Approved by
Contract
Committee
[Signature]

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *[Signature]*
Its Vice President and General Manager

THE DETROIT EDISON COMPANY

By *[Signature]*
Its RIGHT OF WAY AGENT

[Handwritten mark]

N^o1

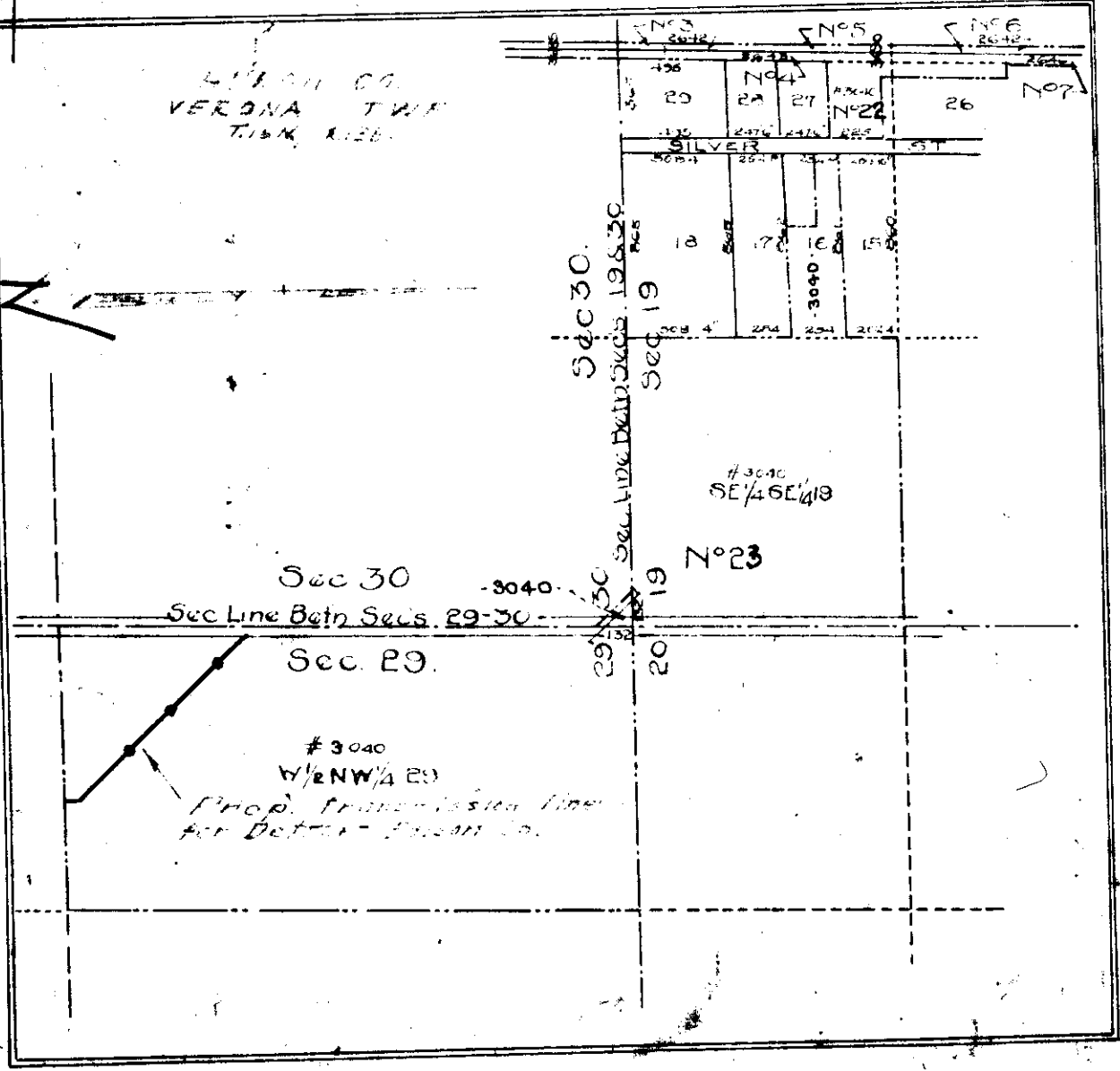
215' P.M.R.R.

138 W.P.

NW NE-30

VERONA TWP
T14N R12E

RIGHT OF WAY E.H.F. No. 12036



360

55

1329

N^o1
the PH
certain

PORT AUSTIN DIVN
DRAWER SHEET 47

RECORDED RIGHT OF WAY NO. 12036

SECTION 30
VERONA TWP

SECTION 29
VERONA IWP

THICKLY WOODED AREA
CUT AND BRUSH 50' PATH
(SMALL TREES)
EL. 824.0

THE CHESAPEAKE & OHIO
RAILWAY COMPANY

THOMPSON ROAD

ROAD

NORTH-EAST
RUNWAY

EAST RUNWAY

HURON COUNTY

AIRPORT

SECTION 30
VERONA TWP
T. 16 N. R. 13 E.
HURON COUNTY

SECTION 29
VERONA TWP
T. 16 N. R. 13 E.
HURON COUNTY

ALEX STEVENSON
MAY STEVENSON
HUBBARD STATE
BANK

LEGEND

- PRESENT POLE
- PROPOSED POLE
- PRESENT ANCHOR
- PROPOSED ANCHOR
- PRIMARY LINE - 4800-VOLTS
- TRANSMISSION LINE - 40 KV
- FENCE LINE
- TRANSFORMER
- TREE
- HOUSE
- BARN
- SECONDARY LINE

D-10924-R2

VERONA TOWNSHIP - HURON COUNTY

To reroute existing 40 KV transmission line (BINGHAM TAP) and single-phase primary from private property west of NUGENT ROAD to private property east of NUGENT ROAD in vicinity of THOMPSON ROAD at request of HURON COUNTY AIRPORT.

SECTION 31
VERONA TWP
HURON Co.

SECTION 32
VERONA TWP
HURON Co.

**THE DETROIT EDISON COMPANY
SYSTEM ENGINEERING
PLANNING DIVISION**

LAYOUT BY J.F.M.E.	DRAWN BY J.F.M.E.	SKETCH NO. D-10924-R2
CHECKED BY N.S.B.	APPROVED BY	SCALE 1" = 300'
ISSUED TO	REVISED 4-22-48	DATE 3-5-48

PERE MARQUETTE R.R. R/W

VER-G-J
1" = 300'

VER-G-J
1" = 300'

UNIMPROVED ROAD
(NO NAME)

RECORDED RIGHT OF WAY NO. 12036