

**Detroit  
Edison**

2000 Second Avenue  
Detroit, Michigan 48226  
(313) 237-8000

January 8, 1990

Mr. Ralph Iden  
Director of Real Estate  
and Industrial Development  
Huron and Eastern Railway Company, Inc.  
644 East Huron Avenue  
Bad Axe, MI 48413

Re: Request to Include Newly Assigned Agreements from  
CSX into Existing Huron and Eastern/Edison Master  
Agreement

Dear Mr. Iden:

As a result of our January 5, 1990 phone conversation, and in light of our discussion about claimed prorations and the accuracy of individual payment amounts, a compromise payment amount for the above group of agreements was offered. The Detroit Edison Company will pay \$3,700 for the above group, in 1990.

Since only the terms and conditions of new installations are covered by the Master Agreement language negotiated between Edison and Huron and Eastern, a document accounting for changing the terms of the above agreements, is needed. In order to arrive at the offered \$3,700 annual amount for the group, a copy of this agreement letter will record the following changes;

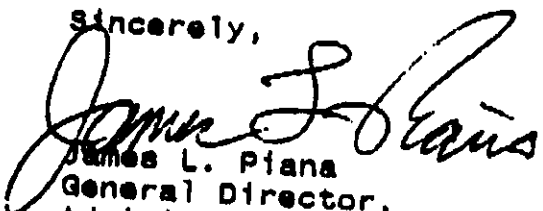
- All agreements paying less than \$50, will show a payment amount of \$50.
- All agreements which were payable once every five (5) years, will now show an annual payment amount.
- The above group of agreements will be payable in January.
- The annual amount due for license no. 16654 will be raised from \$820 to \$871 to reach the \$3,700 amount payable for the group.

RECORDED RIGHT OF WAY NO.

12425

Mr. Ralph Iden  
Huron and Eastern  
January 8, 1990  
Page Two

These changes will allow the achievement of the agreement to pay \$3,700 for the above group of agreements in 1990. Please add your acceptance signature below so that we can make records changes and forward you a total January payment of \$7,016.

Sincerely,  
  
James L. Piana  
General Director,  
Administrative Services

ACCEPTED: HURON AND EASTERN  
RAILWAY COMPANY, INC.

  
\_\_\_\_\_

Title DIRECTOR OF REAL ESTATE AND INDUSTRIAL DEVELOPMENT

Date 1-9-90

TW/big

RECORDED RIGHT OF WAY NO. 12425

ADDENDUM TO DETROIT EDISON MASTER AGREEMENT - SAGINAW DIVISION

RATE REVISION 1989

ANNUAL RENT DUE January 1

ALL NEW RENTS PAID YEARLY

LESSEE	LEASE NUMBER	TYPE	USE	OLD AMOUNT	NEW AMOUNT	ORIGINAL YEAR	LOCATION	VALUATION STATION
DETROIT EDISON CO	18906	A.W.L.	4.8KV/240/GUY	\$29.50	\$50.00	1984	OLIVER TWP	2641+30 + 20.5
	4237		LINE	\$5.00	\$50.00	1937	ELKTON	2876+05 + 48
	4244		4.8KV LINE	\$5.00	\$50.00	1938	PIGEON	2838+13 + 48
	4282		4.8KV LINE	\$5.00	\$50.00	1945	OLIVER TWP	2722+53 + 48
	4325		4.8KV LINE	\$5.00	\$50.00	1948	PIGEON	2816+40 + 48
	4351		4.8KV, 2POLES	\$5.00	\$50.00	1949	FAIRGROVE	1142+02 + 48
	4416		40KV LINE	\$10.00	\$50.00	1953	SEBEWAING TWP	1896+50 + 40
	4417		40KV/4.8KV LN	\$10.00	\$50.00	1953	AKRON TWP	1889+20 + 40
	4421		40KV/4.8KV	\$10.00	\$50.00	1953	FAIRGROVE TWP	1241+80 + 40
	4425		4.8KV LINE	\$10.00	\$50.00	1953	AKRON TWP	1309+08 + 40
	4425A		4.8KV LINE	\$10.00	\$50.00	1958	COLFAX TWP	3081+77 + 40
	4427		4.8KV LINE	\$10.00	\$50.00	1953	WINSOR TWP	2408+40 + 40
	4429		TRANS. LINES	\$290.00	<del>\$500.00</del>	1953	BART-PIGEON	2483+30
	4435		4.8KV LINE	\$10.00	\$50.00	1953	FAIRGROVE TWP	1110+00 + 40
	4438		40KV LINE	\$10.00	\$50.00	1954	FAIRHAVEN TWP	2109+00 + 40
	4440		TRANS LINE	\$484.00	<del>\$928.00</del>	1954	SEBEWAING	1845+30
	4478		120KV CIRCUIT	\$15.00	\$50.00	1956	COLFAX TWP	3254+75 + 36
	4509		40KV LINE	\$16.00	\$50.00	1955	BART	2255+41 + 34
	4512		4.8KV LINE	\$10.00	\$50.00	1957	FAIRGROVE TWP	1115+47 + 40
	4522		4.8KV LINE	\$10.00	\$50.00	1958	DENMARK TWP	849+25 + 40
	4530		4.8KV LINE	\$13.50	\$50.00	1959	REESE	650+80 + 36.5
	4555		40KV LINE	\$16.00	\$50.00	1981	OLIVER TWP	2722+80 + 34
	18880		13.2KV LINES	\$50.00	<del>\$100.00</del>	1968	OLIVER TWP	2510+30
	18872		40KV LINES	\$100.00	\$100.00	1971	AKRON TWP	1478+30
	18878		13.2KV LINE	\$50.00	<del>\$100.00</del>	1968	OLIVER TWP	2609+00
	18189		40KV LINE	\$75.00	<del>\$100.00</del>	1977	OLIVER TWP	2889+60
	18523		4.8KV LINE	\$100.00	\$100.00	1982	AKRON	1310+35
	30091		13.2KV/4.8KV	\$100.00	\$100.00	1986	OLIVER TWP	2845+00
	18138		40KV/4.8KV	\$75.00	<del>\$100.00</del>	1978	REESE AREA	891+08
	18318		4.8KV LINE	\$75.00	<del>\$100.00</del>	1978	FAIRHAVEN	2151+92
	18554		40KV TRANS. LN	\$1,800.00	<del>\$3,800.00</del>	1970	AKRON TWP	1358+00
	4212		GUY/ANCHORS	\$4.00	\$50.00	1930	BART-PIGEON	
	18396		40KV LINES	\$100.00	<del>\$200.00</del>	1989	OLIVER TWP	2733+40
	18397		40KV/4.8KV	\$100.00	<del>\$200.00</del>	1989	OLIVER TWP	2722+53
	18405		40KV/GUY	\$100.00	<del>\$200.00</del>	1989	OLIVER TWP	2728+38
	18899		138KV LINE	\$15.00	\$50.00	1965	DENMARK TWP	784+45 + 35
	18895		WIRE/GUY	\$2.00	\$50.00	1971	AKRON TWP	1358+00 + 48
	17584		4.8KV LINES	\$10.00	\$50.00	1968	AKRON TWP	1447+25 + 40

PAGE TOTAL \$3,725.00 ~~\$7,700.00~~

754  
4,679

RECORDED RIGHT OF WAY NO. 12425

TOTAL OF ALL RENTS ON THIS PAGE TO BE \$4,679.00 ANNUALLY, EFFECTIVE JANUARY 1, 1990. THIS SCHEDULE TO BE ADDED TO MASTER LEASE AGREEMENT. ALL RENTS SUBJECT TO ANNUAL REVIEW + ADJUSTMENT. ALL RENTS DUE AND PAYABLE JANUARY 1, 1990 + JANUARY 1 OF EACH YEAR.

REAL ESTATE AND RIGHTS OF WAY

RX	2592
Project No.	BT2913
Project Name	Sale of C & O Land to Huron and Eastern Railway

Date: February 21, 1989

To: Supervisor  
Records Center

From: Thomas Wilson *TW*  
Real Estate Associate  
426 GO

Subject: Additional Papers for Records Center File

Attached are papers related to the above sale of railway land. Notification was received from the new owner on 2-6-89, and the sale was reported as being consummated on December 22, 1988.

Terms contained in these papers require action by the following:

38 of the listed 39 railroad agreements were transferred, so that future rentals would be sent to the new owners. The attached documents will serve as a record of these actions.

Please incorporate these papers into Records Center File No. 12425.

TW/dem  
Attachments

RECORDED RIGHT OF WAY NO. 12425

# Huron and Eastern Railway Company, Inc.

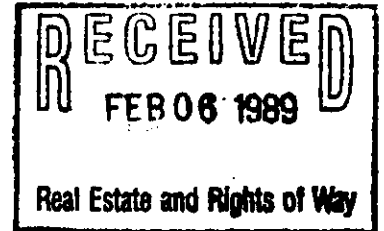
12425

644 East Huron Avenue  
Bad Axe, Michigan 48413  
(517) 269-9519

February 1, 1989

Thomas Wilson  
Real Estate Associate  
Detroit Edison Company  
Room 448 G.O.  
2000 Second Ave.,  
Detroit, MI 48226

CERTIFIED RETURN  
RECEIPT REQUESTED.  
NO. P 864 972 848



Dear Mr. Wilson:

As of December 22, 1988, Huron and Eastern Railway Company acquired 58.5 miles of former C & O right of way, generally from Bad Axe to Saginaw. H & E began service over this line to Saginaw December 23, 1988.

The area covered begins at mile post 4.09 and continues east through Saginaw, Tuscola and Huron Counties to Bad Axe. This is highlighted on Map Exhibit A from the sale agreement, enclosed for your convenience.

As part of the acquisition, a number of Detroit Edison's real estate agreements with C & O were assigned to us. You are advised that any amounts owed under these agreements to C & O after December 23, 1988 are now payable to Huron and Eastern.

Our preliminary audit of agreements forwarded by C & O indicates the agreements on the attached list are affected.

Please check your records and complete verification forms for each agreement and return them to me as soon as possible. Please include any agreements you feel should have been included but are not listed. This will assist in correcting any errors immediately, to our mutual benefit.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Ralph Iden".

Ralph Iden  
Director of Real Estate  
and Industrial Development

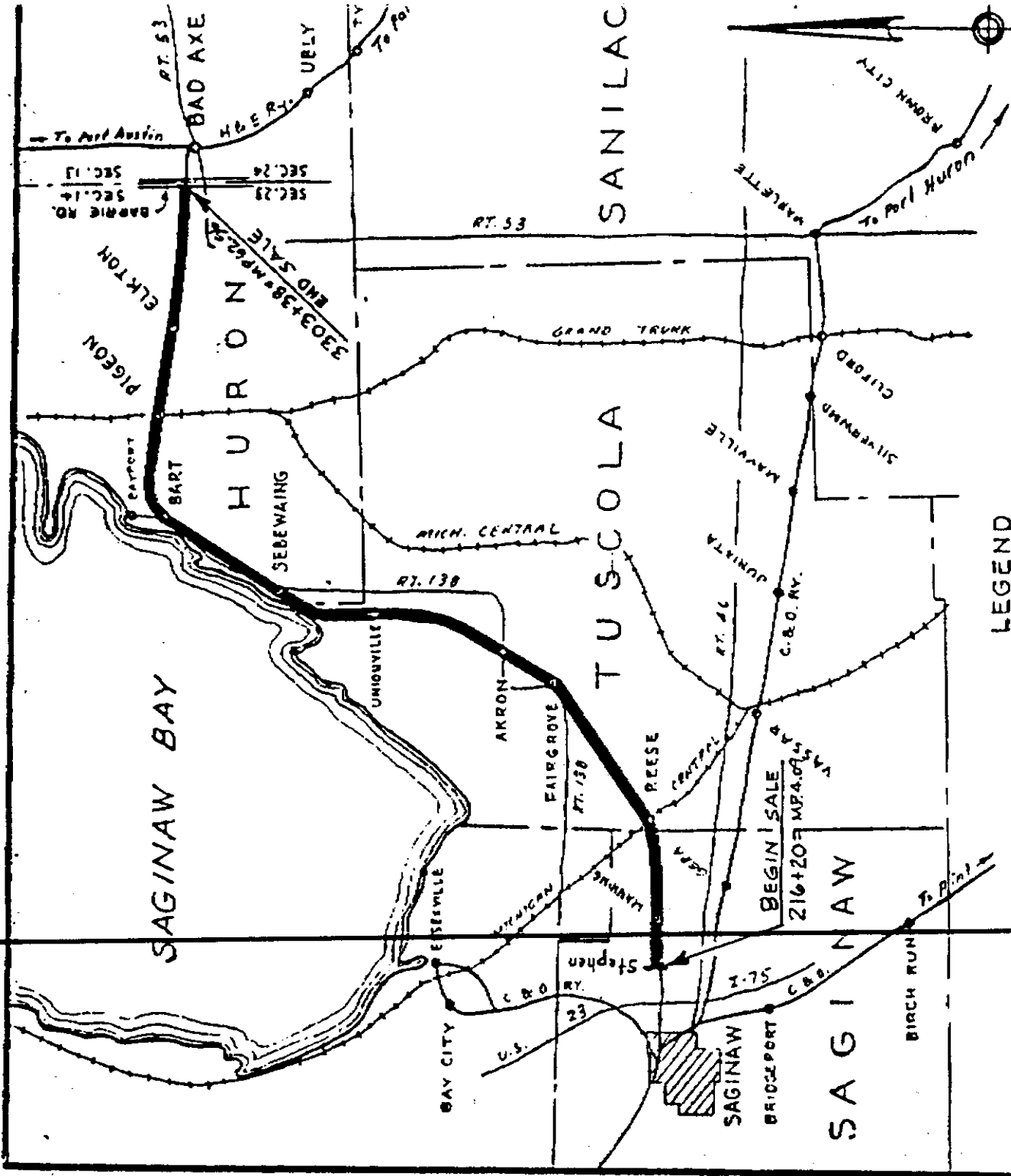
enclosures

RECORDED RIGHT OF WAY NO. 13485



MEMBER

— Serving the Michigan Counties of Huron and Sanilac —



LEGEND

--- Property to be Sold = 58.47 Miles (±)



THE CHESAPEAKE AND OHIO RAILWAY COMPANY  
NORTHERN REGION  
BAD AXE SUB-DIV.

RECORDED RIGHT OF WAY NO. 13435

EXHIBIT A

LESSEE	LEASE NUMBER	USE	ORIGINAL DATE
DETROIT EDISON CO	54685	4.8KV LINE	12-10-69
DETROIT EDISON CO	D-4-237	LINE	12-21-37
DETROIT EDISON CO	D-4-244	4.8KV LINE	08-29-38
DETROIT EDISON CO	D-4-282	4.8KV LINE	09-21-45
DETROIT EDISON CO	D-4-325	4.8KV LINE	04-06-48
DETROIT EDISON CO	D-4-351	4.8KV, 2POLES	06-30-49
DETROIT EDISON CO	D-4-421	40KV/4.8KV	04-01-53
DETROIT EDISON CO	D-4-427	4.8KV LINE	07-15-53
DETROIT EDISON CO	D-4-429	TRANS. LINES	08-06-53
DETROIT EDISON CO	D-4-435	4.8KV LINE	12-23-53
DETROIT EDISON CO	D-4-512	4.8KV LINE	11-08-57
DETROIT EDISON CO	D-4-522	4.8KV LINE	08-15-58
DETROIT EDISON CO	D-4-530	4.8KV LINE	06-04-59
DETROIT EDISON CO	D-4-555	40KV LINE	12-31-61
DETROIT EDISON CO	L-16396	40KV LINES	12-09-69
DETROIT EDISON CO	L-16397	40KV/4.8KV	12-10-69
DETROIT EDISON CO	L-16405	40KV/GUY	12-11-69
DETROIT EDISON CO	L-16654	40KV TRANS. LN	12-22-70
DETROIT EDISON CO	L-16672	40KV LINES	02-16-71
DETROIT EDISON CO	L-16695	WIRE/GUY	02-16-71
DETROIT EDISON CO	L-16899	138KV LINE	11-19-65
DETROIT EDISON CO	L-17564	4.8KV LINES	09-23-66
DETROIT EDISON CO	L-18138	40KV/4.8KV	09-15-76
DETROIT EDISON CO	L-18189	40KV LINE	02-28-77
DETROIT EDISON CO	L-18318	4.8KV LINE	10-19-78
DETROIT EDISON CO	L-18523	4.8KV LINE	04-28-82
DETROIT EDISON CO	L-18878	13.2KV LINE	02-26-88
DETROIT EDISON CO	L-18880	13.2KV LINES	02-13-68
DETROIT EDISON CO	L-18906	4.8KV/240/GUY	02-07-64
DETROIT EDISON CO	L-30091	13.2KV/4.8KV	06-18-86
DETROIT EDISON CO	L-4212	GUY/ANCHORS	12-23-30
DETROIT EDISON CO	L-4416	40KV LINE	02-25-53
DETROIT EDISON CO	L-4417	40KV/4.8KV LN	02-25-53
DETROIT EDISON CO	L-4425	4.8KV LINE	06-03-53
DETROIT EDISON CO	L-4438	40KV LINE	03-02-54
DETROIT EDISON CO	L-4440	TRANS LINE	03-30-54
DETROIT EDISON CO	L-4478	120KV CIRCUIT	09-14-56
DETROIT EDISON CO	L-4509	40KV LINE	01-25-55
DETROIT EDISON CO	L-4425-A	4.8KV LINE	11-17-58

RECORDED RIGHT OF WAY NO. 12425

THIS AGREEMENT made this 7<sup>th</sup> day of June, A.D. 1949, 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 Pere Marquette District, Toledo-Ludington Division right of way and tracks at Survey Station 1142 plus 02, in the Village of Fairgrove, Tuscola County, Michigan, which location is shown in red on the print hereto attached and made a part hereof, and has requested first party to grant it the right so to do.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

First party grants to second party, at its request, so far as it may lawfully do so, the right to construct, operate, and maintain said transmission line over and across said right of way and tracks at the location aforesaid, upon the following terms and conditions, however, which are hereby agreed to and accepted by second party:

1. Second party shall construct said transmission line at its own cost and expense, and shall likewise at its own 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 right of way in the location aforesaid, will consist of one circuit of three #2 weatherproof conductors carrying 4800 volts of three phase alternating current and two #6 weatherproof wires carrying series circuit for street lighting, with clearances of twenty-nine and one-tenth (29.1) feet above the plane of top of rails of first party's tracks and eight (8) feet above the highest communication wire on the right of way.
3. Two poles shall be located on first party's right of way in connection with said transmission line.
4. Second party shall obtain permission and authority from the Michigan Public Service Commission for the construction, operation, and maintenance of the transmission line as aforesaid, and shall at all times observe all requirements of public authority governing or respecting the same.
5. Second party shall submit to the Michigan Public Service Commission for approval its Drawing RX 2592, and second party shall install said transmission line in accordance with said Drawing RX 2592, as approved or modified by the Michigan Public Service Commission.
6. 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 and poles 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 and poles, whether caused by the engines, cars, or trains of first party, or otherwise, and will protect, indemnify, and save harmless first party, its lessees, successors, and assigns, from and against such liability.
7. Second party shall pay to first party the sum of Ten and no/100 Dollars (\$10.00) on execution of this agreement toward the 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 Three and no/100 Dollars (\$3.00) on the execution of this



*See letter attached*

agreement to cover the period from the date hereof to December 31, 1949, and thereafter, commencing January 1, 1949, the sum of Five Dollars (\$5.00) per annum, in advance, for each and every year, or fraction thereof, during which this agreement shall remain in force and effect.

8. 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 and poles from the right of way of first party and to restore and leave said right of way in as good condition as before the installation of said facility. In the event 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. Second party shall repay to first party all such expense within thirty (30) days after bill for same has been presented to second party.

9. 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 this agreement, or of any rights thereunder, shall be void unless made 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 AS TO FORM  
*[Signature]*

Approved as to Advertising Features  
*acr*

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]*

RIGHT OF WAY FILE NO. 12425

NOTES

MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.

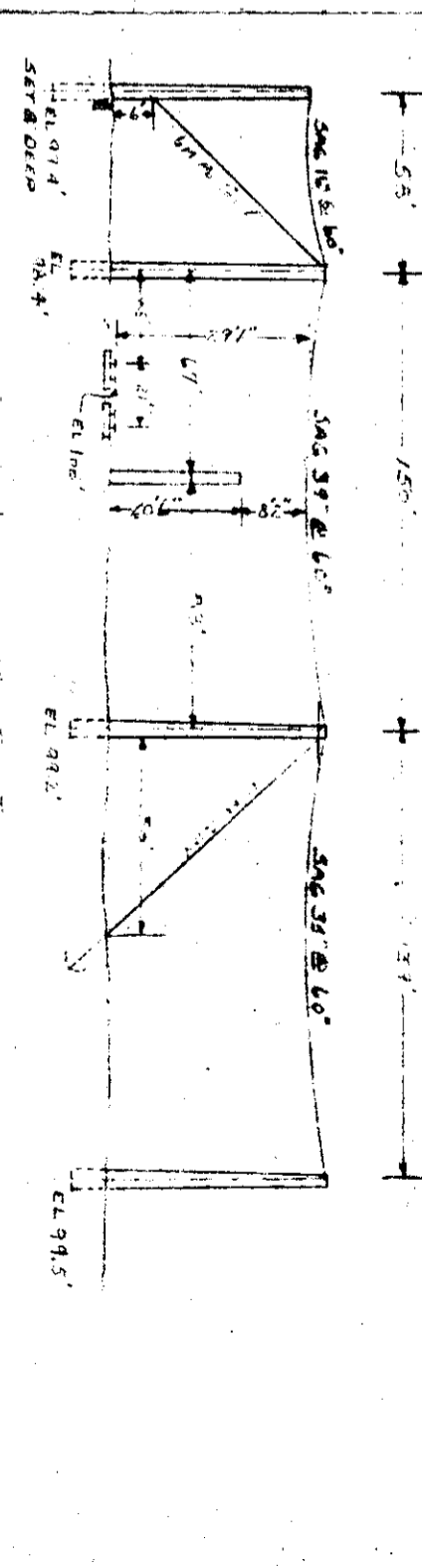
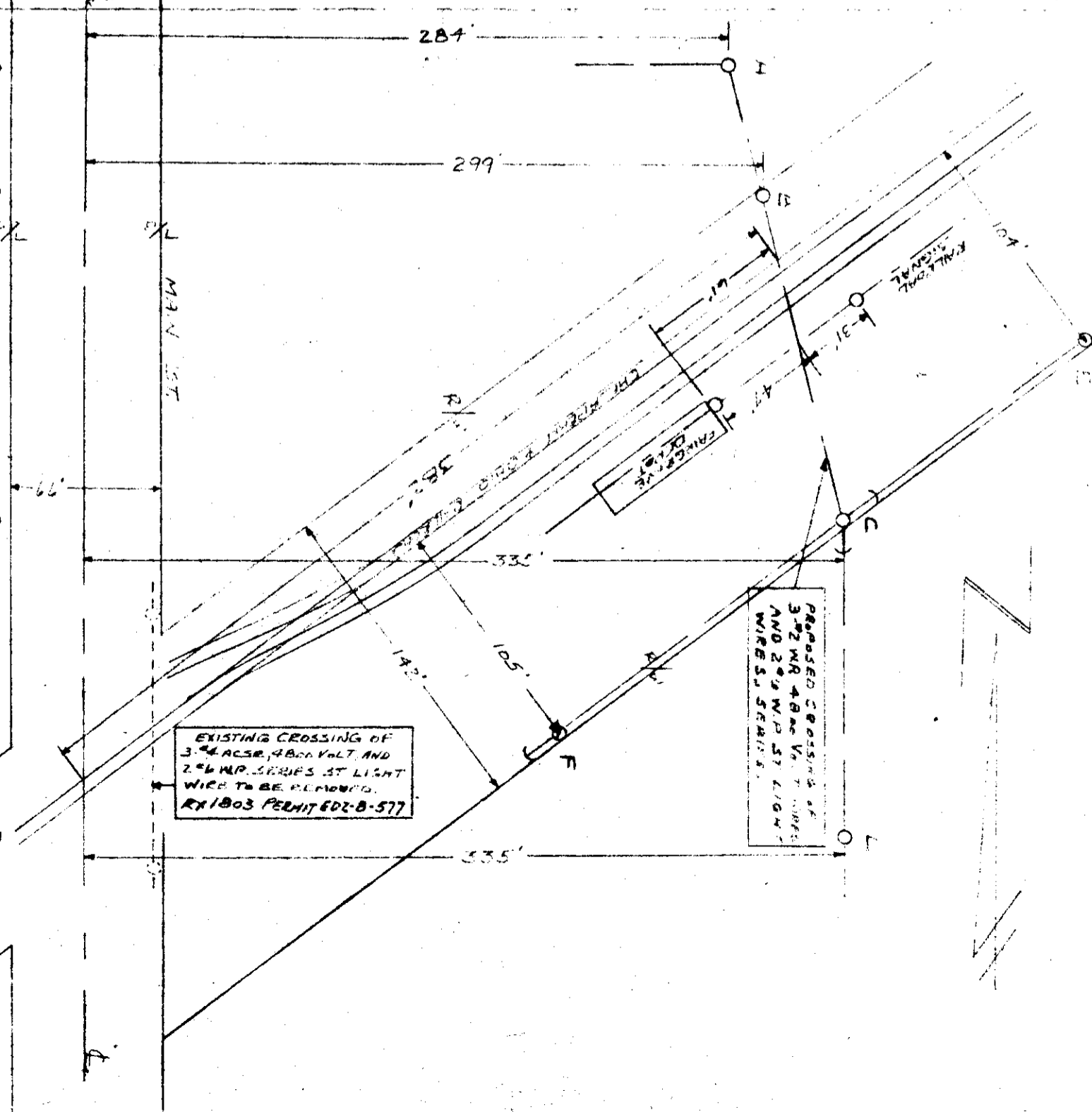
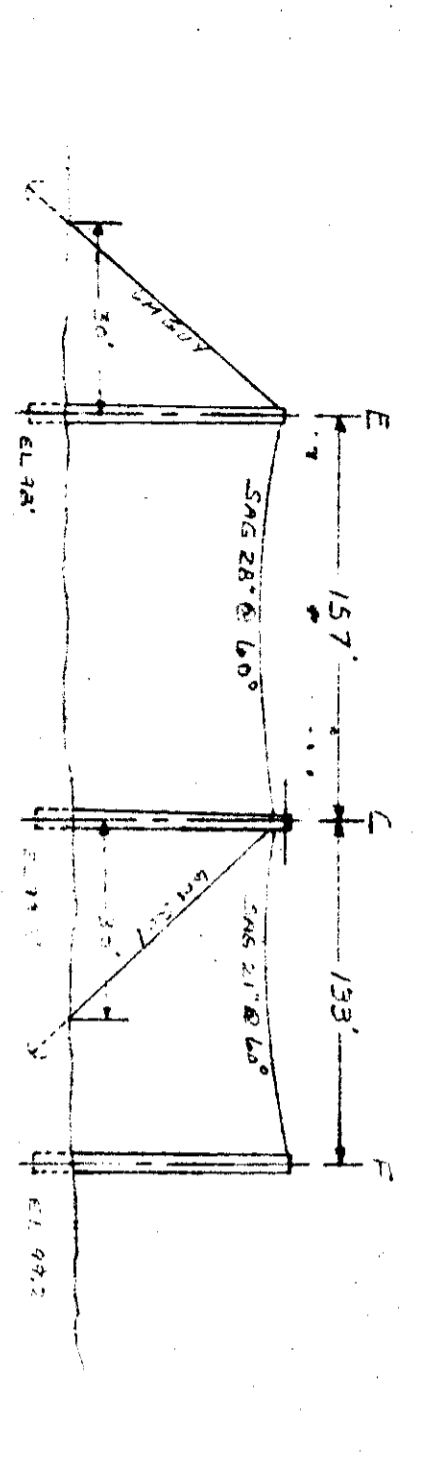
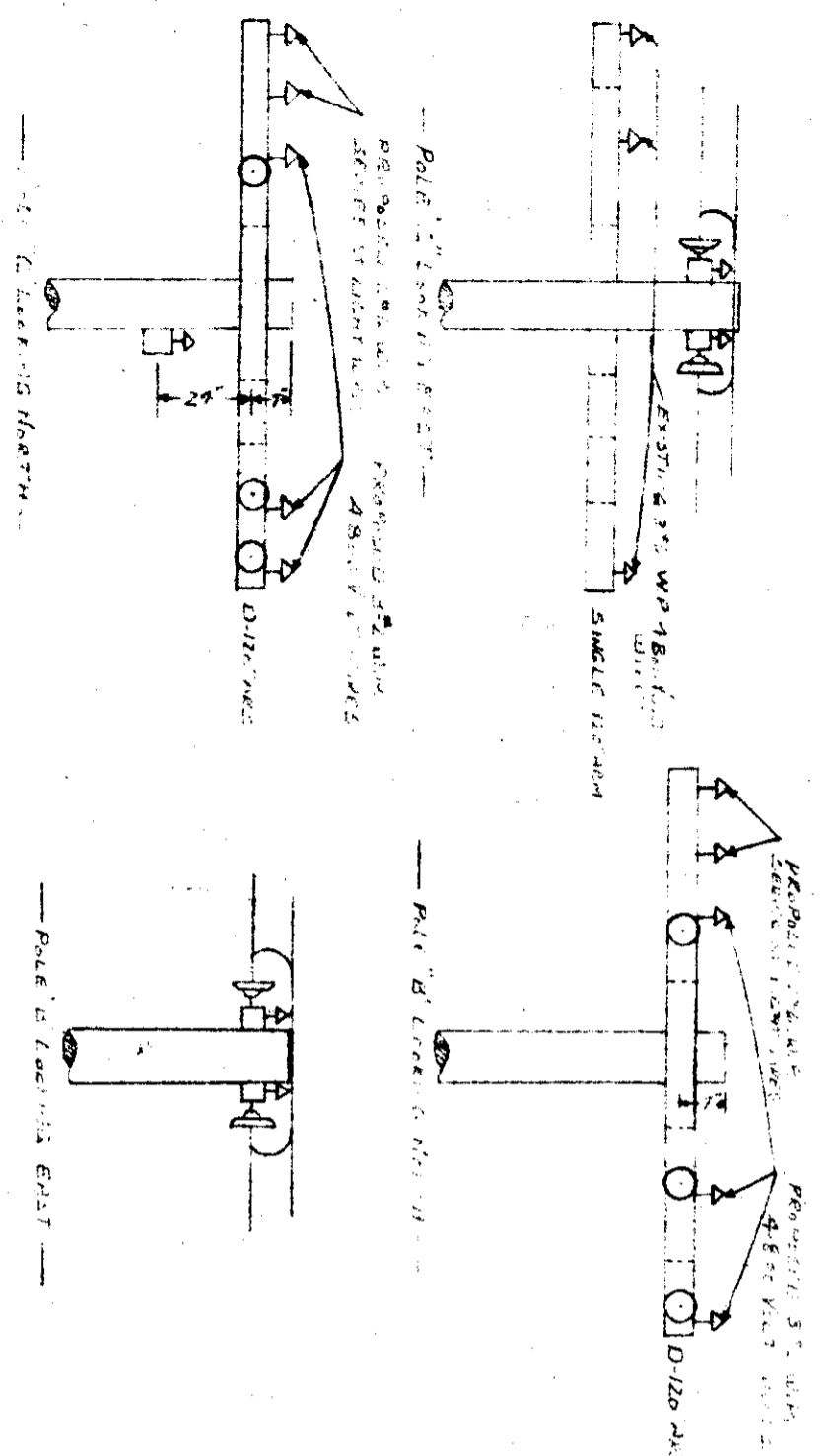
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

NEAREST POLE TO RAIL	SIDING	MAIN LINE
7 FT.	12 FT.	12 FT.
WIRES OVER TRACKS	0 - 800 VOLTS 27 FT. 800 - 7500 VOLTS 28 FT. 24000 VOLTS 30 FT.	
WIRES OVER R. R. SIGNAL	0 - 800 VOLTS 2 FT. 800 - 7500 VOLTS 4 FT. 24000 VOLTS 8 FT.	

CONDUCTORS			POLES				
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
3	2	W.P.	4800	A	40'	1	PINE
2	6	W.P.	5700	B	40'	3	CEDAR
				C	40'	3	CEDAR
				D	40'	5	CEDAR
				E	35'	6	CEDAR
				F	40'	5	CEDAR

DRAWN BY P. S. ENGINEERING DIVISION DATE 5-2-49  
ESTIMATOR P. S. OVERHEAD LINES DEPT. CARO



EXISTING CROSSING OF 3" ACSE, 4800 VOLT AND 2" W.P. SERIES ST LIGHT WICH TO BE REMOVED. RX 1803 PERMITTED-B-577

PROPOSED CROSSING OF 3" W.P. 4800 VOLT LINE AND 2" W.P. 5700 VOLT WIRE, SERIES.

RECEIVED  
MICHIGAN PUBLIC SERVICE  
COMMISSION  
MAY 24 1949  
SECRETARY'S OFFICE

THE DETROIT EDISON COMPANY  
2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

May 23, 1949

PUBLIC UTILITIES  
Tel. .... Gas .....  
Elec. .... Adm. ....  
MAY 24 1949  
A. .... R and V .....

Michigan Public Service Commission  
Lansing 13, Michigan

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Chesapeake and Ohio R.R. in the Village of Fairgrove in the S.W. 1/4 of Section 16, Fairgrove Twp., Tuscola County, T-13N, R-8E.

3 #2 - 4800 volt wires and 2 #6 street lighting wires over the tracks of the Chesapeake and Ohio R.R. located on private property at a point 310' east of the center line of Main Street and 60' north of the Fairgrove depot.

Note: The existing crossing on Main Street which is shown on RX-1803 and covered by permit ED 2-8-577 will be removed and replaced with the above new crossing.

The proposed wire crossing will be constructed in accordance with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the Michigan Public Service Commission on July 19, 1939, file ED 2-9.01.

- Enclosed is a waiver of hearing granted by the Railroad Company.
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. \_\_\_\_\_ dated \_\_\_\_\_
- This is a new crossing.

Reference number of construction drawing is RX - 2592

Yours very truly,

*R. H. Taylor*  
R. H. Taylor  
Right of Way Agent

Permit No. ED2-8-2330

Date May 31, 1949

By *D. W. Chapman*

Chief Engineer  
Director of Public Utilities

Check in square indicates statement applicable.

12425  
JUN 2 1949  
RIGHT OF WAY



THE CHESAPEAKE AND OHIO RAILWAY COMPANY  
GENERAL MOTORS BUILDING - DETROIT 2, MICHIGAN

H. C. LORENZEN  
SIGNAL ENGINEER AND SUPT. TELEGRAPH  
M. F. ANDERSON  
COMMUNICATION ENGINEER  
G. N. BLACK  
ASST. SIGNAL ENGINEER

*Handwritten initials and scribbles*

May 20, 1949 E

WC - Fairgrove

The Detroit Edison Company  
2000 Second Avenue  
Detroit 26, Michigan

Attention: Mr. R. H. Taylor  
Right-of-Way Agent

Gentlemen:

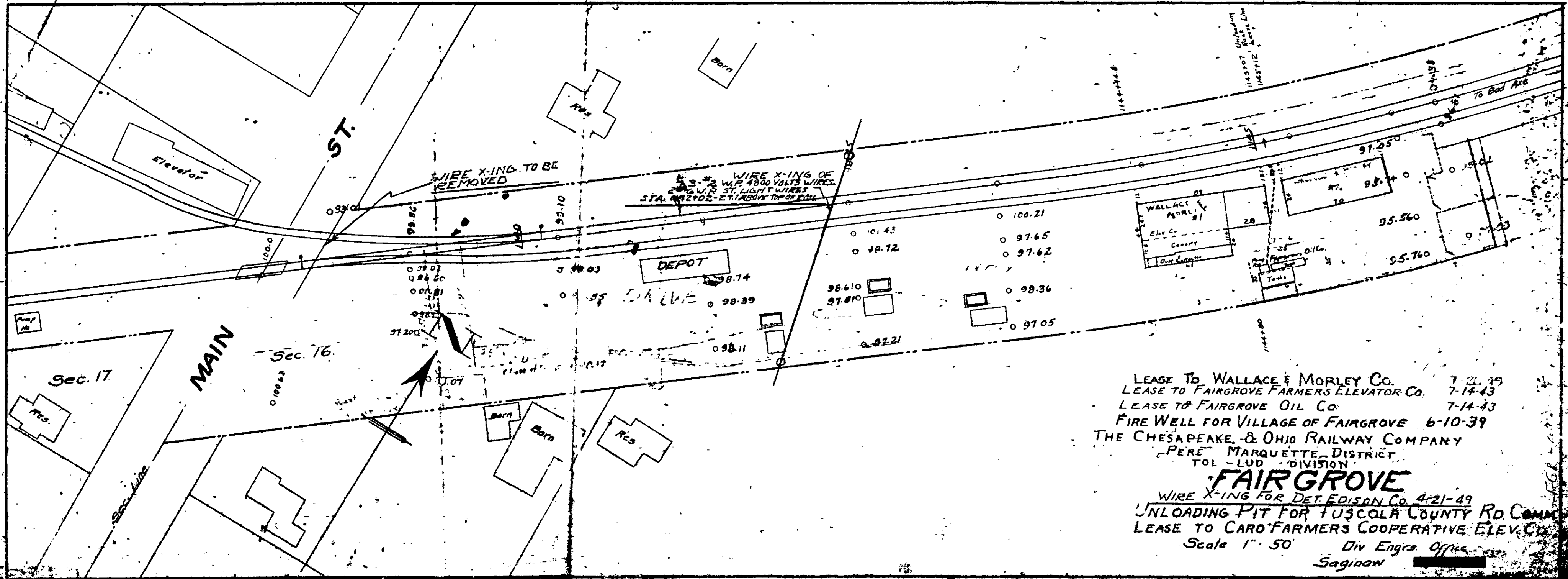
This will acknowledge receipt of your letter of May 11, 1949 requesting waiver of hearing before the Michigan Public Service Commission for permission to construct an aerial wire line crossing over our tracks and right-of-way at station 1142 plus 00 in the Village of Fairgrove; crossing to consist of three No. 2 W.P. copper wires carrying 4800 volts and two No. 6 W.P. copper wires for series street lighting.

The Chesapeake and Ohio Railway Company hereby waives hearing before the Michigan Public Service Commission for permission to construct the above wire line crossing, with the provision that construction shall conform with the specifications of the Michigan Public Service Commission for such wire line crossings.

Very truly yours,

*H. C. Lorenzen*  
Signal Engineer  
Supt. Telegraph

12425



LEASE TO WALLACE & MORLEY CO. 7-21-19  
 LEASE TO FAIRGROVE FARMERS ELEVATOR CO. 7-14-43  
 LEASE TO FAIRGROVE OIL CO. 7-14-43  
 FIRE WELL FOR VILLAGE OF FAIRGROVE 6-10-39  
 THE CHESAPEAKE & OHIO RAILWAY COMPANY  
 PERE MARQUETTE DISTRICT  
 TOL-LUD DIVISION

**FAIRGROVE**  
 WIRE X-ING FOR DET. EDISON CO. 4-21-49  
 UNLOADING PIT FOR FUSCOLA COUNTY RD. COMM.  
 LEASE TO CARO FARMERS COOPERATIVE ELEV. CO.  
 Scale 1" = 50' Div Engrs. Office  
 Saginaw