

September 1, 1995

Mr. Ronald W. Adams Railroad Real Estate Michigan Department of Transportation 3rd Floor, N. Ottawa Tower 425 West Ottawa P.O. Box 30050 Lansing, Michigan 48909

RE; One Time Payment from Detroit Edison, to Eliminate Annual License **Payments**

Dear Mr. Adams:

I have enclosed Detroit Edisons check for \$49,330.00. This check is a one time payment made in order to amend 66 existing license agreements. The required amendment is intended to eliminate the clause in each license, that requires annual payments. Following receipt of our check, annual payments for the listed licenses will no longer be required.

Sincerely,

Tom Wilson Real Estate Associate II

Room 2310 WCB

(313) 237-8314

Certified Mail Return Receipt Requested

KECORDED RIGHT OF WAY 12747

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FREQ	INVOICE	CITY/TWP	PROJECT	PAY DATE	CROSSING	TYPE	DESCRIPTION	RC FILE	RENT		
мрот	01		,								
Α :	AAA3857 00008897 0000963 0000964 00003870 00013803 00011655 0001238 00011655 00012461 00023594 00023594 00023594 000235118 00033118 00033254 00033254 00033254 00033399 00033446 000334486 000334486 00033624	TUSCOLA HOWELL GENOA GENOA NORTHFIELD HAMBURG HOWELL HAMBURG GENOA HOWELL HAMBURG NORTHFIELD HOWELL ANN ARBOR HOWELL	BA9961 BA9986 BA9988 BA9988 BA9988 BA9988 BA9988 BA29936 BA29737 BA27789 BA27789 BA2789 BA28793 BA2803 BA2803 BA2813 BA2813 BA2821 BA2833 BA2833 BA2833 BA2833 BA2833 BA2833 BA2833 BA2833 BA2833 BA2833	10/05/54 02/01/39 06/01/39 12/01/39 06/04/79 11/26/74 03/03/42 11/23/76 07/01/48 07/01/50 04/01/80 05/13/57 04/20/65 05/09/73 08/17/65 08/17/65 08/17/65 04/28/67 11/01/67 02/16/68	4327 4297 92149A 22486 24869A 264597C 3386577 30CCPPT 385657 00CCPPT 3858 14690 3820A 375PT 8	3311112231111133131111111421111313141111	300' N/UTTER-65' E/COTTRELL 26-313' N MS9 AND 700' E OF BYRON SEC 33 257FTOFMP660NEMILESOFCHILSON SEC 6 QUARTERMILEEOFLAKELAND SEC 33 303FTSOFMP51 SEC 05 HAMBURGRDANDANNARBORRDEASTOF OCC 21001 S OF BECK ROAD SEC 25 843FTNWOFSTRAWBERRYLAKERDWOFHALL SEC 6 SOFGRANDRIVERBETCHILSONANDHOWELL SEC 23 132FTN HENDERSON 1400FTE BYRON RD SEC 26 165FTN HIGHLAND RD SEC 26 165FTN HIGHLAND RD SEC 28 295FTN OFNORTHFIELDCHURCHRDS MP52 35 PP 175'S RIDDLE & 410'W ALG SEC 15 485FTSTRAVERS &347FTW NIXON RD SEC 22 VICDRESSRD PETTYRD GIRARDDR, 4RX'S SEC 6 1725FTSF 8 MI 550FTW US23 SEC 36 310FTE NATIONAL 215FTS SUTTON SEC 5 20FTN ESHOREDR 480FTW WHITMORELAKE SEC 5 N OF WHITMORE LAKE ROAD SEC 11 75FTS MARRD 1300FTW OAKGROVE RD SEC 11 75FTS MARRD 1300FTW OAKGROVE RD SEC 9 LONGN AND S PONTIAC TRAIL SEC 33 2550 FTS OFNORTHFIELDCHURCH E0FU2 SEC 9 LONGN AND S PONTIAC TRAIL SEC 33 2550 FTS OFNORTHFIELDCHURCH E0FU2 SEC 9 LONGN AND S PONTIAC TRAIL SEC 33 2550 FTS OFNORTHFIELDCHURCH E0FU2 SEC 9 LONGN AND S PONTIAC TRAIL SEC 33 2550 FTS OFNORTHFIELDCHURCH E0FU2 SEC 9 LONGN AND S PONTIAC TRAIL SEC 36 105FT S WARRD 1300FTW WHITMORE SEC 16 40FTS DHUVARREN 2670 FT SEC 21 EAST OF KRESS RD SEC 23 100FTW WD HU VARREN SEC 6 1-96 AND LUCY ROAD SEC 7 354 FT SE BECK 3300FT W CHILSON SEC 1165FTE OAKGROVE & 385FTN MP 84 SEC 7 635FT S. BECK RD SEC 34 N OF GILFORD ST (95921-3) S OF LUDER RD (7448717)	11134 12032 12032 12767 23117 17607 18730 23150 26831 23312 23392 24392 24393 244393 244923 24793 24793 24835 24793 25586 25776 27756 27756 26048 27756 26403 26834 27754 11664	1717-1157-605-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5		
;	0570856	INDIANFLD	BT1465	05/10/30	2021	1	S OF FRANK STREET (69195-9)	10712	7:		

RR30975
CORPORATE REAL ESTATE
LIST OF ALL PAYABLE R/W OR RAILROAD LEASES AGREEMENTS
HAVING PAYMENT FREQUENCIES OF A-Q-F-T-M OR S
AS OF (02/25/94)

PAGE.

RR30975 CORPORATE REAL ESTATE LIST OF ALL PAYABLE R/W OR RAILROAD LEASES AGREEMENTS HAVING PAYMENT FREQUENCIES OF A-Q-F-T-M OR S AS OF (02/25/94)

change lags

FREQ	INVOICE	CITY/TWP	PROJECT	PAY DATE	CROSSING	TYPE	DESCRIPTION	RC FILE	RENT
Α	0570857	INDIANFLD		06/28/39	XING	1	S OF COURT STREET (69195-8)	10728	75 -
	0570864	COLUMBIA		03/18/52	2845	1	S OF DICKERSON AT COLLING (72879-2)	14295	75
	0570914	COLUMBIA		06/19/50	2671A	1	HEAR HUTCHINSON (04899-1 & 135-079)	12954	75 -
/	0570935	MILLINGTON		. 01/01/62	1942D	1	16 FROM N OF MAIN TO S OF CENTER	21377	5 2 .
	0570936	MILLINGTON		11/25/49	2632	1	SEC 4 E OF S STATE RD N OF VILLAGE	12747	7 . 5.
	0570970	DENMARK		07/20/38	XING	1	NW WATERMAN RD. (70290-5)	10571	79
	0570979	ATAINUL		04/21/41	2172	1	W.OF RINGLE RD (77687-2)	11009	75- 75- 52- 75- 79- 75-
	0571006	VASSAR		12/12/49	2642A	1	N OF GRANT ST. (93921-1)	12757	87
	0571007	DEARBORN		10/01/56	XING	1	S OF CASS STREET (91857-7)	18554	75 .
	0571008	VASSAR		. 07/01/68	2239B	1	E OF SHERMAN & S OF HURON (69197-2)	10169	75- 75
	0571009	VASSAR		08/19/49	2613A	3	18-E OF BIRCH ST. (91857-6)	12647	75
	0571014	JUNIATA	BT9805	10/09/48	XING	1	W OF FENNER RD. (77687-3)	11773	75-
	0571043	INDIANFLD		02/28/72	3007B	3	10 E OF COLLING RD (168-893)	16593	75
	0571044	INDIANFLD	BT9828	08/30/54	3037	2	E OF GRAF S OF CARO (105312)	16776	75 75 85 75 87 87
	0571054	JUNIATA		06/01/55	3087	1	29-E OF HIGGINS N OF SANILAC (107-550)	17203	75.
	0571066	VASSAR		01/01/56	3143	1	SEC 32 137FTNOFSWAFFERRD	17687	87-
	0571076	INDIANFLD		09/01/56	3230	1	3-E OF ROBERT S OF GREEN (113-150)	18553	95∙
	0571098	INDIANFLD		. 06/01/58	3362A	3	S OF CARORD E OF HANDY (118042)	19912	75 ~
	0571106	INDIANFLD		06/01/58	1954B	3	W OF GRAF (118-552)	19959	385 -
	0571133	INDIANFLD		02/01/61	3480	3	M81-S OF DIXON (125-721)	20854	269 .
	0571137	INDIANFLD	BT9785/		3485	3	AT WAHJAMEGA (126-900)	21036	1 26
	0571150	JUNIATA	BT16881		2334B	1	76' W. OF SANILAC 900' W. OF HIGGINS	21799	49 1
	0571187	COLUMBIA		02/01/65	2845A	_1	SEC 22 DICKERSON RD 1350FT E COLLING	23037	—>k1
	0571194	INDIANFLD	BT1712		3718	4	VS 613 PLUS 00 AT CARO (141-981)	23594	150 -
	0571197	MILLING		04/22/66	3740	3	N OF MILLINGTON (142-587)	23730	75
	0571817	INDIANFLD	BT9327	02/28/72	4042	2	09 34' W COLLING 2470' N OF DIXON RD	28045	112
	12746	HAMBURG	BA2796		2611A	1	SEC 26 338' & 427' E OF MERRILL	12746	1 0-
	5719722	INDIANFLD	BT96831	10/03/75	UGL	2	9-DIXON TO COLLING (202-381)	30278	244

*TOTAL RR_CODE 01

4980

RECORDED RIGHT OF WAY 13747



The Penn Central Corporation

Real Estate Department One East Fourth Street Cincinnati, Ohio 45202

Real Estate Administration

513-579-6856

October 22, 1991

Mr. Tom Wilson Real Estate Associate Detroit Edison Company Room 448 G.O. 2000 Second Avenue Detroit, Michigan 48226

Dear Mr. Wilson:

RE: Various Agreements Between Penn Central and Detroit Edison Company

You recently requested a price to convert all of Detroit Edison's rental agreements with Penn Central to permanent easements. At the present time, Penn Central is invoicing 57 accounts at a total annual rental of \$8,681.55. Our letter modification called for rental increases, effective the next anniversary date, increasing the annual rental to \$15,930. I would be willing to recommend to Penn Central management the acceptance of a one-time fee of \$128,000 to convert all of the occupations presently covered by temporary license agreements to permanent easements, provided we could close by March 31, 1992. Enclosed is our listing with the conversion price shown for each account.

While your company is discussing our proposal, we do feel it is necessary that you return the executed letter modification as soon as possible. At the time of conversion, Detroit Edison would be given credit for any unearned rental on the converted accounts.

You also had questions regarding accounts on which your company was paying rental without being billed by us. The following is a list of the accounts and our reasons for not invoicing. Kim Ward in our Rent Account Department will receive a copy of this letter. Please contact Kim to request a refund of any rental paid on these accounts.

Mr. Tom Wilson Page 2 October 22, 1991

X5-70912 X5-70936 X5-70958	Sold 5/26/83 to Trailways Commission; Case No. 84784 Sold 2/28/84 to Michigan DOT; Case No. 85450 Sold part to G&W and remaining portion 6/19/87 to Joseph Guinn; Case No. 87127.
X5-70959	Sold prior to 1976 with no reservations for wire & pipe
X5-71012	Sold 2/28/84 to Michigan DOT; Case No. 85450
X5-71021	Sold 5/26/83 to Trailways Commission; Case No. 84784
X5-71040	Sold 12/28/82 to City of Lapeer; Case No. 84560
X5-71053	Sold 6/3/91 to Faron Roofing; Case No. 88136
X5-71054	Sold 2/28/84 to Michigan DOT; Case No. 85450
X5-71066	Sold 2/28/84 to Michigan DOT; Case No. 85450
X5-71102	Occupation located on Conrail ownership; CRC invoicing
X5-71169	Occupation located on Conrail ownership; CRC invoicing
X5-71184	Sold 9/28/79 to Morrow Steel; Case No. 82024
X5-71187	Sold 2/28/84 to Michigan DOT; Case No. 85450
X5-71780	Sold 12/28/82 to City of Lapeer; Case No. 84560
X5-78009	Sold 5/2/77 to Monroe Scrap Metal; Case No. 62971
X5-78025	Sold 3/31/78 to City of Detroit; Case No. 64375
98-09520	Occupation located on Conrail ownership; CRC invoicing

If you have any questions regarding any of your accounts or wish to proceed with a conversion program, please contact me at your earliest convenience.

Very truly yours,

Connie G. Stacey

Coordinator - Leases

CC: William A. Stockhoff
Manager - Real Estate

Kim Ward Rent Accounting

Attachments

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT 26, MICHIGAN

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. /			

November 28, 1949

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 Michigan Central Railroad approximately 1-1/2 miles north of the Village of Millington S.W. 1/4 of Section 4, Millington Township, Tuscola Co. T-10N, R-SE.

2 #2 ACSR - 4800 volt wires over the track of the Michigan Central Railroad located in private property at a point 105 east of the center line of S. State Road (M-15) and 287 south of mile post D-81.

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.

7	Enclosed	is	a waiver	of	hearing	granted	bу	the	Railroad	Company.
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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- 2632

N.Y.C.R.R. Waiver dated 11/23/49

Yours very truly,

R. H. Taylor
Right of Way Agent

ED2-8-2457

November 30, 1949

Date

Permit No.

By Mreatomoterable Utilities

✓ Check in square indicates statement applicable.

RECORDED BIGHT OF YAY NO. 1/0/1/2

NEW YORK CENTRAL SYSTEM

R. B. RICE REAL ESTATE AND TAX AGENT



DETROIT 16, MICH.

Hevenber 23, 1949

The Betroit Mison Company, 2000 Second Avenue, Detroit, Michigan.

> Att: Mr. R. H. Taylor Right-of-Way Agent

Contlonen:

Referring to your application of October 17th, for permission to string two #2 4800-velt wires over the right-of-way and tracks of this Company's Bay City Branch, at a point approximately 105 feet east of the center line of South State Boad (N-15) and about 287 feet south of Mile Post D-81, approximately 1.34 miles north of the Village of Millington, in the southwest quarter (SW) of Section 4, Millington Township, Tuscela Gounty, Michigans

The New Bork Central Railread Company, Lessee of the Michigan Central Railread, hereby waives hearing in regard to your Company making the above mentioned crossing, provided the work is done in a safe and satisfactory manner and subject to specifications of the Michigan Public Service Commission.

Insumeh as these wires will cross over our private right-ef-way our usual agreement will be prepared and submitted to you for exscution in due course.

This is not a permit to construct.

Send this way.

Service Control who will issue permit and furnish specifications.

THE NEW YORK CHITRAL RAILBOAD COMPANY, Lesses of the Michigan Central Railroad,

Real Estate & Tax Agent

ln

1m 10-48 (i) 13-612

This Agreement, made this

day

of

19 49, between THE NEW YORK CENTRAL RAILROAD

COMPANY, Lessee of the Michigan Central Bailread

hereinafter called First Party, and THE INTROIT EDITION COMPANY, a New York corporation, (address: 2000 Second Avenue, Detroit 26, Michigan,)

hereinafter called Second Party.

Witnesseth, that First Party, for and in consideration of the sum of Thirty (\$30.00) dollar s to it paid by Second Party, the receipt whereof is hereby acknowledged, hereby licenses and permits, but without warranty, the Second Party, upon condition that Second Party faithfully keep and perform the covenants and agreements herein provided to be kept and performed by Second Party, and not otherwise, to construct, mintain, exercise and use a power line, consisting of 2 - #2 ACSR wires to carry 4800 velts, over and scross the rightof-way and track of the Bay City Branch of First Party, at a point about two hundred eighty-seven (287) feet south of Mile Port D-81, and one thousand fifty (1050) feet North of the center line of W. Murrey Lake Road, in Section A. T 10 M, R S B, Millington Township, Tuscela County, Michigan, approximately one and thirty-four one hundredths (1,34) miles north of Millington Depot; said power line to be constructed between the points marked A and B upon the blue print from Pirst Party's plan designated "MC 64-157," hereto attached and hereby made a part hereef

and at the point shown upon the map or blueprint thereof, designated

which is hereto attached and hereby made a part of this instrument, all of which is hereinafter referred to as the "WORK," upon the following terms and conditions, all of which Second Party covenants and agrees to keep, abide by and perform:

FIRST: Said WORK shall be done at such time or times, in such manner, with such material and under such general conditions as shall be satisfactory to and approved by the Chief Engineer of First Party, or his duly authorized agent, and shall be so placed, maintained and operated by the Second Party as not in any way in the judgment of the First Party to interfere with the proper and safe operation, use and enjoyment of the property and railroad of the First Party or the poles, circuits or other equipment of The Western Union Telegraph Company or other telegraph, telephone or power company located on the property of the First Party. Second Party shall after the doing of said WORK restore the premises of First Party to the same or as good a condition as they were in prior to the commencement of the doing of said WORK.

W. THIENO, 12747

SECOND: All the work to be done by Second Party, or by the contractors, agents or servants of Second Party, in connection with the doing of said WORK, or in connection with the repair, renewal or maintenance thereof, shall be done at the sole risk and expense of Second Party, and the cost of all work done by First Party in connection therewith, the checking of plans and the wages of any inspectors or watchmen which, in the judgment of the said Chief Engineer of First Party, may be required during the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, for the proper and safe protection of the property, traffic and business of First Party, shall be paid to First Party by Second Party, upon bills being rendered therefor.

THIRD: First Party may, at its election, do all the work within the exterior lines of its lands in connection with or necessary for the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, through its lands and across its roadway and tracks, and all of said WORK shall be paid for by Second Party as hereinbefore provided.

FOURTH: Second Party shall, if requested so to do by First Party, advance to First Party the estimated cost of said WORK, and upon the completion of said WORK, the unexpended balance, if any, shall be returned to Second Party, or if the sum advanced by Second Party to First Party is insufficient to pay for the cost of said WORK, then Second Party shall pay to First Party such additional sum as was necessary to complete said WORK, upon being furnished by First Party with a detailed statement of the amount and cost of such additional work.

FIFTH: Whenever it may be necessary to make any repairs to or renewals of said WORK in or upon the premises of First Party, such repairs or renewals shall be made under the supervision and control of said Chief Engineer of First Party, or his duly authorized agent, at the sole expense of Second Party, in such a manner as to interfere as little as possible with the premises, property and business of First Party, and Second Party shall, at the cost and expense of Second Party, restore the premises of First Party to the same or as good a condition as they were in prior to the making of such repairs or renewals; or First Party may, at its election, make such repairs or renewals, and the expense thereof shall be paid to it by Second Party, as hereinbefore provided

SIXTH: Second Party shall and will at all times hereafter indemnify and save harmless First Party from and against any and all detriment, damages, losses, claims, demands, suits, costs, or expenses which First Party may suffer, sustain, or be subject to, directly or indirectly, caused either wholly or in part by reason of the location, construction, maintenance, use or presence of said WORK as permitted by this license or resulting from the removal thereof.

SEVENTH: This agreement and license and privilege it confers may be revoked and terminated at the option of First Party at any time by giving thirty (30) days' written notice to Second Party or by posting such notice in a conspicuous place where said WORK has been done; and upon the expiration of said thirty (30) days after service of such notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and thereupon, Second Party shall remove said WORK from the premises of First Party and restore same to their former condition at the expense of Second Party, or on the failure of Second Party so to do, First Party may remove said WORK at the expense of Second Party, which the latter hereby expressly agrees to pay on demand.

EIGHTH: It is understood and agreed by and between the parties hereto that if, at any time or times hereafter, First Party shall desire to make any changes in its tracks, structures, roadbed or other facilities at the point of crossing, or make any changes whatever, in, to, upon, over or under the premises owned, controlled or leased by said First Party, and crossed or in any way affected by the WORK of Second Party under this agreement, then Second Party shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from First Party make such changes in the location or construction of its said WORK, as in the judgment of the Chief Engineer of First Party may be necessary to accommodate any future construction, improvements or changes of said First Party.

NINTH: It is agreed that in no event shall any wires, pipes or other structures, except those herein mentioned and shown on the blueprint hereto attached, be strung or placed across the tracks or upon the property of First Party, without express permission so to do, in writing from said First Party, to that effect; and that in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission for the stringing or placing of such additional wires, pipes or other structures, apply to and cover the same with the same effect as if the right to string or place them had been incorporated in this agreement.

TENTH: It is understood and agreed by and between the parties hereto, that if at any time during the continuance of this agreement, Second Party hereto removes, abandons or discontinues the use of the WORK hereinabove referred to, this agreement and all rights hereby conferred upon said Second Party shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other or further action on the part of either party; and Second Party covenants and agrees that, in case the said WORK hereinabove referred to is at any time during the continuance of this agreement discontinued or abandoned, said Second Party shall, within sixty (60) days after the abandonment or discontinuance of said WORK, actually remove said WORK from the premises of First Party hereto, or cause it to be removed, and, if, after the expiration of said sixty (60) days, the said WORK is not actually removed, it is understood that First Party hereto may forthwith remove the same at the risk and expense of Second Party, and without being in any manner liable to said Second Party for such removal, and Second Party covenants and agrees to pay to First Party hereto the cost of such removal upon bill therefor rendered to Second Party.

Historia; Second Party hereby agrees to pay to First Party, upon presentation of bills, the sum of Ten Bellars (\$10,00) per annum, beginning on the first day of Jamesy, 1950, and thereafter on the first day of each successive one (1) year period during the term and continuouse of this agreement.

The covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, successors and assigns of the parties hereto respectively.

In Witness Whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

THE NEW YORK CENTRAL RAILROAD COMPANY,

Approved.

What is a second of the contract of

By Real Estate and Tax Agent

THE METHOLY RAISON COMPANY,

RIGHT OR WAY AGENT

WBW WBW

	•					m)	
		STATE HIGHWAY	- To Bay City		Elevation Looking North No Scale		\$ 5aq 15" At 60°
		M-15	287 TO D-81	Sidq.	10 PC		
	Pic Sc OF		1.34 Miles To Millington Depot	Proposed Two 4800-Volt Wire Crossing Marked AB			
MC 64-157	M.C.D.D. N.Y.C.D.R. LESSEE DETROIT DIVISION BAY CITY BRANCH INCLINGTON, MICH. Incline Per Agreement With The Detroit EdisonCo. cale: 1" = 200" Nov.15, 1949 DETROIT		To Detroit -		MURDHYL	ARE ROAD	

