

**Detroit
Edison**

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

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 Edison's 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

RECORDED RIGHT OF WAY 12757

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)

changed 9-26

FREQ	INVOICE	CITY/TWP	PROJECT	PAY DATE	CROSSING	TYPE	DESCRIPTION	RC FILE	RENT
MDOT	01								
A		TUSCOLA	BT3693	02/01/65	1914B	3	300' N/UTTER-65' E/COTTRELL	23045	100
	AAA3857	HOWELL	BA9961	06/22/77	4366	3	26-313' N MS9 AND 700' E OF BYRON	30972	75
	0000897	GENOA	BA9986	10/05/54	1928B	1	SEC 33 257FTOFMP660NEMILESOFCHELSON	10610	15
	0000961	GENOA	BA9987	02/01/39	1264D	1	SEC 6 QUARTERMILEEOFLAKELAND	10672	15
	0000963	NORTHFIELD	BA9988	06/01/39	2023	1	SEC 33 303FTSOFMP51	10727	5
	0000964	HAMBURG	BA9989	12/01/39	1566	1	SEC 05 HAMBURGRDANDANNARBORDEASTOF OCC	10784	10
	00C3870	HOWELL	BA3375	06/04/79	4327	2	21001 S OF BECK ROAD	32412	150
	00L3803	HAMBURG	BA9974	11/26/74	4297	2	SEC 25 843FTNWOFSTRAWBERRYLAKE RDWOFHALL	29709	75
	0001163	GENOA	BA9136	03/03/42	OCAPT	3	SEC 6 SOFGRANDRIVERBETCHILSONANDHOWELL	11093	240
	0001165	HOWELL	BT2789	11/23/76	2118B	1	SEC 23 132FTN HENDERSON 1400FTE BYRON RD	11083	85
	0001232	HOWELL	BT2790	07/01/43	2249A	1	SEC 26 165FTN HIGHLAND RD	11134	5
	0001598	HAMBURG	BA2793	06/01/48	2486	1	SEC 9 SWARTHOUT AND CHILSON RDS	12032	5
	0001842	NORTHFIELD	BA2797	07/01/50	2649A	1	SEC 28 295FTN OFNORTHFIELDCHURCHRDS MP52	12967	10
	0002261	HOWELL	BA3303	04/01/80	3059C	1	35 PP 175'S RIDDLE & 410'W ALG	23117	75
	0002354	ANN ARBOR	BA2802	06/18/58	3077C	3	SEC 15 485FTSTRAVERS 8347FTW NIXON RD	17607	15
	0002459	HAMBURG	BA2803	05/13/57	OCAPT	3	SEC 22 VICDRESSRD PETTYRD GIRARDDR, 4RX'S	18730	60
	0002562	NORTHFIELD	BA2805	04/20/65	3384A	1	SEC 6 1725FTSF 8 MI 550FTW US23	23150	50
	0002898	HOWELL	BA2812	05/09/73	1265F	3	SEC 36 310FTE NATIONAL 215FTS SUTTON	26831	50
	0002948	NORTHFIELD	BA2813	08/31/65	OCAPT	1	SEC 5 20FTN ESHOREDR 480FTW WHITMORELAKE	23312	50
	0003117	NORTHFIELD	BA2816	08/17/65	OCAPT	1	SEC 5 N OF WHITMORE LAKE ROAD	23292	10
	0003118	HOWELL	BA2817	08/17/65	OCAPT	1	SEC 26 750FT N OF RIDDLE	23290	6
	0003253	HOWELL	BA2821	04/28/67	3858	1	SEC 14 250FT S OF BARRON	24393	20
	0003254	HOWELL	BA2822	04/28/67	1489C	1	SEC 11 75FTS MARRD 1300FTW OAKGROVE RD	24392	50
	0003308	ANN ARBOR	BA2824	11/01/67	OCAPT	1	SEC 9 LONGN AND S PONTIAC TRAIL	24793	156
	0003314	NORTHFIELD	BA2825	12/05/67	3819	4	SEC 33 2550 FTS OFNORTHFIELDCHURCH EOFU2	24835	50
	0003324	ANN ARBOR	BA2826	02/16/68	3820A	2	SEC 9 400FT NW DHU VARREN	24923	50
	0003385	NORTHFIELD	BA2828	01/23/69	3977	1	SEC 6 1320FTS 8 MILE 1300FTW WHITMORE	25484	50
	0003399	ANN ARBOR	BA2829	03/19/69	875B	1	SEC 16 40FTS DHUVARREN 2670 FT	25586	50
	0003416	HAMBURG	BA2831	06/23/69	OCAPT	1	SEC 21 EAST OF KRESS RD	25776	10
	0003437	HOWELL	BA2833	09/24/69	2166A	1	SEC 23 100FTW OF ARMOND RD	27756	50
	0003443	HOWELL	BA2834	10/06/69	1449B	3	SEC 36 105FT SE WEST ST & BOWER ST	26007	50
	0003446	GENOA	BA2835	10/22/69	4023	1	SEC 6 I-96 AND LUCY ROAD	26048	20
	0003498	GENOA	BA2838	08/05/70	4111	3	SEC 7 354 FT SE BECK 3300FT W CHILSON	26403	50
	0003577	ANN ARBOR	BA2843	06/11/71	4203A	1	SEC 21 200FT NW PLYMOUTH ANN ARBOR RD	26834	50
	0003608	COHOCTA	BA2844	02/01/72	4090	4	SEC 1165FTE OAKGROVE & 385FTN MP 84	27753	50
	0003624	GENOA	BA2846	03/20/72	4227	1	SEC 7 635FT S. BECK RD	27754	50
	0570852	ALMER	BT1463	02/07/52	2443B	1	SEC 34 N OF GILFORD ST (95921-3)	14189	85
	0570853	ALMER	BT1464	10/21/47	2820A	1	S OF LUDER RD (7448717)	11664	110
	0570856	INDIANFLD	BT1465	05/10/30	2021	1	S OF FRANK STREET (69195-9)	10712	75

RECORDED RIGHT OF WAY 12757

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)

*changed
9-1-95*

FREQ	INVOICE	CITY/TWP	PROJECT	PAY DATE	CROSSING	TYPE	DESCRIPTION	RC FILE	RENT
A	0570857	INDIANFLD	BT1466✓	06/28/39	XING	1	S OF COURT STREET (69195-8)	10728	75
	0570864	COLUMBIA	BT1473✓	03/18/52	2845	1	S OF DICKERSON AT COLLING (72879-2)	14295	75
	0570914	COLUMBIA	BT1052✓	06/19/50	2671A	1	NEAR HUTCHINSON (04899-1 & 135-079)	12954	75
	0570935	MILLINGTON	BT2965✓	01/01/62	1942D	1	16 FROM N OF MAIN TO S OF CENTER	21377	52
	0570936	MILLINGTON	BT2006✓	11/25/49	2632	1	SEC 4 E OF S STATE RD N OF VILLAGE	12747	75
	0570970	DENMARK	BT1883✓	07/20/38	XING	1	NW WATERMAN RD. (70290-5)	10571	75
	0570979	JUNIATA	BT1875✓	04/21/41	2172	1	W.OF RINGLE RD (77687-2)	11009	75
	0571006	VASSAR	BT9798✓	12/12/49	2642A	1	N OF GRANT ST. (93921-1)	12757	87
	0571007	DEARBORN	BD9799✓	10/01/56	XING	1	S OF CASS STREET (91857-7)	18554	75
	0571008	VASSAR	BT9800✓	07/01/68	2239B	1	E OF SHERMAN & S OF HURON (69197-2)	10169	75
	0571009	VASSAR	BT9801✓	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	BT9827✓	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	85
	0571054	JUNIATA	BT9838✓	06/01/55	3087	1	29-E OF HIGGINS N OF SANILAC (107-550)	17203	75
	0571066	VASSAR	BT9467✓	01/01/56	3143	1	SEC 32 137FTNOFSWAFFERRD	17687	87
	0571076	INDIANFLD	BT9459✓	09/01/56	3230	1	3-E OF ROBERT S OF GREEN (113-150)	18553	95
	0571098	INDIANFLD	BT9437✓	06/01/58	3362A	3	S OF CARORD E OF HANDY (118042)	19912	75
	0571106	INDIANFLD	BT9660✓	06/01/58	1954B	3	W OF GRAF (118-552)	19959	385
	0571133	INDIANFLD	BT9781✓	02/01/61	3480	3	M81-S OF DIXON (125-721)	20854	269
	0571137	INDIANFLD	BT9785✓	03/01/61	3485	3	AT WAHJAMEGA (126-900)	21036	126
	0571150	JUNIATA	BT1688✓	11/01/62	2334B	1	76' W. OF SANILAC 900' W. OF HIGGINS	21799	49
	0571187	COLUMBIA	BT1719	02/01/65	2845A	1	SEC 22 DICKERSON RD 1350FT E COLLING	23037	47
	0571194	INDIANFLD	BT1712✓	01/20/66	3718	4	VS 613 PLUS 00 AT CARO (141-981)	23594	150
	0571197	MILLING	BT1710✓	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✓	01/20/14	2611A	1	SEC 26 338' & 427' E OF MERRILL	12746	10
	5719722	INDIANFLD	BT9683✓	10/03/75	UGL	2	9-DIXON TO COLLING (202-381)	30278	244

*TOTAL RR_CODE 01

4980

RECORDED RIGHT OF WAY 12757

STATE OF MICHIGAN

BX 3573

RC 12757



JAMES J. BLANCHARD, GOVERNOR

DEPARTMENT OF TRANSPORTATION

TRANSPORTATION BUILDING, 425 WEST OTTAWA PHONE 517-373-2090
POST OFFICE BOX 30050, LANSING, MICHIGAN 48909

TRANSPORTATION
COMMISSION
WILLIAM C. MARSHALL
LAWRENCE C. PATRICK JR.
HANNES MEYERS, JR.
CARL V. PELLONPAA
WESTON E. VIVIAN
RODGER D. YOUNG

JAMES P. PITZ, DIRECTOR

February 7, 1985

Mr. Les G. Sundstrom
Public Agency Coordinator
Real Estate & R/W Department
Detroit Edison Co.
406 G.O.
2000 Second Avenue
Detroit, MI 48226

Dear Mr. Sundstrom:

Penn Central Corporation Purchase

This letter is to notify you of the acquisition of certain Penn Central Corporation railroad properties by the Michigan Department of Transportation on February 15, 1984. Included in the purchase was the assumption of leases and agreements on the effected lines.

Enclosed are copies of a portion of 29 agreements which were assumed by the department. The Michigan Department of Transportation will be invoicing you for these agreements. In order to establish the amount due, it will be necessary for us to know through what period of time you have paid on each agreement.

Your cooperation would be most appreciated.

Sincerely,

Larry E. Tibbits, Manager
Capital Development Section
Rail Freight and
Water Transportation Division

Enclosure

373-6494

RECORDED RIGHT OF WAY NO. 12757

**Detroit
Edison**

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

June 24, 1985

Larry E. Tibbits, Manager
Capital Development Section
Rail Freight & Water Trans. Div.
Department of Transportation
Transportation Building
425 W. Ottawa
P.O. Box 30050
Lansing, Michigan 48909

Re: Penn Central Corporation Purchase

Dear Mr. Tibbits:

This is in response to your letter dated February 7, 1985 concerning the purchase of property by MDOT from Penn Central, in which Detroit Edison has railroad crossings and occupancies.

Enclosed is a list of the 29 agreements assumed by MDOT and information about payment dates. Also, enclosed is a check dated June 10, 1985 in the amount of \$685 for five rentals due in the month of June.

Future rentals will be paid annually to MDOT in the due month indicated on this list. This was mutually agreed upon by phone conversation between our Sharon Selonke and Alvin Halfman of MDOT.

Two agreements on the list were cancelled in 1978. Agreement 139-274 was paid initially in 1965, but not since this first payment. Our accounting methods at that time were based upon the receipt of a bill from Penn Central, and we apparently were never billed for this agreement. (Paul Kerr of Penn Central is determining the amount due Penn Central and will contact us regarding payment.)

I hope this information is helpful to you.

Sincerely,

David G. LaBarge

David G. LaBarge
Acting Railroad Representative
Real Estate and Rights of Way
448 G.O.

/ss

Enc.

RECORDED RIGHT OF WAY NO. 12757

<u>Agreement Number</u> <u>Cont'd.</u>	<u>Month Due</u>	<u>1985</u> <u>Payment Status</u>
69197-2	July	July
70290-5	July	July
105-312	August	August
91857-6	August	August
113-150	September	September
202-381	October	October
74487-7	October	October
91857-7	November	November
93921-1	December	December

RECORDED RIGHT OF WAY NO. 12757

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226
February 7, 1973

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION
FEB 9 1973
PUBLIC UTILITIES DIVISION

Michigan Public Service Commission
Lansing, Michigan 48913

Gentlemen:

I, C. Knowlton - Office Supervisor - Transmission & Distribution Dept.
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing covered by Wire Crossing Permit No. ED2-8-7183
issued 1-24-73, has been constructed in accordance with
specifications of the Michigan Public Service Commission and construction
standards of The Detroit Edison Company, approved by Michigan Public Service
Commission on July 19, 1939, File ED2-9.01, and that this crossing will be
maintained as provided in such specifications and construction standards.

Yours very truly,

Charles T. Knowlton J.

RX No. NW 1/4 of Sec. 7, 264244 (Span B-C)
Location Vassar Township
City of Vassar
Tuscola County
N of c/l of Grant St. and E
of c/l of Main St.
Railroad Penn Central Company
R.R. File No. NO-DE-062
R.R. V.S. 11 + 23.9

Subscribed and sworn to before me this
7th day of February, 1973.
Ivan W. Gamble
Ivan W. Gamble
Notary Public, Wayne
County, Michigan.
My Commission Expires Feb. 11, 1973

RECORDED RIGHT OF WAY NO. 12757

RETURN COPY OF THIS AFFIDAVIT TO REAL ESTATE AND RIGHTS OF WAY DEPT.

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

December 12, 1972

TO RECORDS CENTER:

Attached is fully executed copy of ^{supplemental} ~~agreement/permit~~ from:

Penn Central Transportation Company Railroad File NO-DE-062

Facilities Covered:

Three No. 0 ACSR 4800-volt wires and Two No. 6 wp 5000-volt maximum series street light wires. (Span B-C)

Specific Location:

In private property at a point approximately 193 feet North of the center line of Grant Street and 950 feet East of the Center line of Main Street.

R. R. Valuation Station 11 + 23.9 Mile Post _____

City/~~XXXXX~~ Vassar Township Vassar, NW 1/4 of Sec. 7

County Tuscola Detroit Edison Plan No. RX-2642A

^{Supplemental} Agreement/~~Permit~~ Date October 26, 1972 R. R. Plan No. Used DE Plan
~~Original Agreement dated 12-12-49~~

Preparation Fee \$100.00 Annual Rental Increased to \$87.00 effective November 1, 1972

Supersedes and Cancels Agreement dated _____

Attached ^{Supplemental} Agreement is to be made a part of R/W 12757

Attached Grand Trunk Western Railroad Permit No. _____ to be made a part of R/W No. 9064.

RECORDED TO
RECORDS CENTER
JAN 22 1973
MADE
HE:dmk

1-24-3
 I. W. Gamble, Assistant to Director

RECORDED RIGHT OF WAY NO. 12757

I. W. GAMBLE 35
35A



DEC 11 1972

PENN CENTRAL TRANSPORTATION COMPANY
R/E & R/W DEPT.
GEORGE P. BAKER, RICHARD C. BOND, JERVIS LANGDON, JR., WILLARD WIRTZ, TRUSTEES

CHIEF ENGINEER
ROOM 600
SIX PENN CENTER PLAZA
PHILADELPHIA, PA. 19104

DATE: Dec. 6, 1972

FILE: NO-DE-062

Detroit Edison Company
2000 Second Avenue
Detroit, Michigan

ATTENTION: I. W. Gamble
R.E. & R/W Dept.

Gentlemen:

Attached, for your records, is fully executed copy of a ^{supplemental} agreement between your Company and our company dated Oct. 26, 1972, covering reconstruction of facilities in Vassar, Michigan.

Very truly yours,

J. T. Sullivan
J. T. Sullivan
Chief Engineer

Encl.

RECORDED RIGHT OF WAY NO. 12757

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

November 29, 1972

Railroad File No. NO-DE-062

Mr. C. E. Defendorf, Chief Engineer
Penn Central Transportation Company
Room 600, Attention Desk No. 3
Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

Dear Mr. Defendorf:

We are returning agreement/~~permit~~, in duplicate, covering our facilities over your tracks and ~~the~~ right of way as shown on our Plan RX-2642A Span B-C and located as follows:

In private property 193 feet North of the center line of Grant Street and 950 feet East of the center line of Main Street.

R.R. V.S. 11 + 23.9

City/~~Traverse~~ Vassar Township, Vassar, NW 1/4 of Sec. 7

County Tuscola. The agreement/~~permit~~ has been signed for our Company.

Will you please return one fully executed copy of this agreement/~~permit~~ to us for our records.

Yours very truly,



I. W. Gamble
Assistant to Director
Real Estate and Rights of Way Dept.

HB:dmk

RECORDED RIGHT OF WAY NO. 12757

I. W. GAMBLE

OCT 30 1972

R/E & R/W DEPT:

PENN CENTRAL TRANSPORTATION COMPANY
GEORGE P. BAKER, RICHARD C. BOND, JERVIS LANGDON, JR., WILLARD WIRTZ, TRUSTEES

CHIEF ENGINEER
ROOM 600
SIX PENN CENTER PLAZA
PHILADELPHIA, PA. 19104

October 26, 1972
File: NO-DE-062

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

ATTENTION: I. W. Gamble
R.E. & R.W. Dept.

Gentlemen:

Reference is made to an agreement dated December 12, 1949, our Registry Number 93921-1, between our respective companies covering aerial crossing of three (3) #6 WP wires at 4,800-volts and two (2) #6 WP street light wires to carry 5,000-volts at V.S. 11+23.9, 192 feet north of the centerline of Grant Street, in the City of Vassar, Michigan.

It is our understanding that you now desire to reconstruct this crossing by replacing the existing 4,800-volt wires with three (3) #0-ACSR wires at 4,800-volts, also including one (1) guy and anchor on railroad property, as shown on Drawing Number RX-2642A, dated 10-28-69, which is hereto attached and hereby made a part of this supplemental agreement.

Formal consent of the Railroad Company is hereby given to the above described changes with the understanding that all the terms and conditions of the aforementioned agreement of December 12, 1949 will apply with full force and effect, except that the annual rental, effective November 1, 1972, will be increased to \$87.00, and your Company shall, in addition to this increase in rental, pay the sum of \$100.00 as reimbursement of costs incidental to the preparation of this supplemental agreement.

It is further understood and agreed that you will notify Mr. R. S. Pyson, Division Engineer at Detroit, Michigan (Tele. No. 965-1574) at least three (3) working days prior to start of work.

The Penn Central Transportation Company, lessee of the Michigan Central Railroad Company, hereby waives hearing in regard to your company making the abovementioned construction provided the work is done in a safe and satisfactory manner and subject to the rules and regulations of the Michigan Public Service Commission.

To confirm your acceptance of these conditions, please have these letters executed by an authorized official of your company and return them to this office for like action. A fully executed copy will be returned for your records in due course.

George P. Baker, Richard C. Bond,
Jervis Langdon, Jr. and Willard Wirtz,
Trustees of the Property of PENN CENTRAL
TRANSPORTATION COMPANY, DEBTOR, lessee of
the Michigan Central Railroad Company

WITNESS:

J. F. Surman

By: C. E. Defendorf
C. E. Defendorf, Chief Engineer

ATTEST: I. W. Gamble
I. W. GAMBLE

By: W. C. Arnold
THE DETROIT EDISON COMPANY
W. C. ARNOLD, DIRECTOR
Its Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 18757

Rx 2642A

THIS CROSSING WAS BUILT WITHOUT WAIVER OR MPSC PERMIT.

IN SOME CASES, VERBAL PERMISSION IS OBTAINED BY R/E AND R/W DEPT. FROM THE RAILROAD. IF SO, IT WILL BE NOTED IN THE FILE. OTHERWISE, THE CROSSING WAS BUILT WITHOUT PERMISSION FROM R/E and R/W.

SHOULD PENN CENTRAL ISSUE THE PROPER WAIVER, PROCESSING WOULD BE IN ORDER.

SHOULD CROSSING BE REVISED BEFORE A PERMIT IS ISSUED FOR THIS CROSSING, THE SAME CROSSING NUMBER "LETTER" OR THE SAME CROSSING NUMBER (WHICHEVER THE CASE) SHOULD BE USED WITH THE WORD "REV" FOLLOWING.

CROSSING IS BEING FILED IN COMPLETED FILE DUE TO AGE OF CROSSING REQUEST WITHOUT RESPONSE FROM PENN CENTRAL.

HLB
11-3-71

RECORDED RIGHT OF WAY NO. 12757

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

November 7, 1969

Mr. W. G. Jones
Regional Engineer - Design & Construction
Penn Central Company
Penn Central Terminal
Detroit, Michigan 48216

Proposed Overhead Wire Crossing:

Three no. 0 ACSR - 4800 volt wires and two no. 6 wp 5000 volt maximum series street light wires. (Span B-C)

Specific Location

On private property approximately 193 ft. North of the center line of Grant Street and 950 ft. East of the center line of Main Street.

R. R. Valuation Station _____ R. R. Mile Post _____

City/Village ~~xxxxx~~ Vassar Township Vassar, NW 1/4 Section 7

County Tuscola Detroit Edison Plan Attached EX-2642A

This is a New Crossing _____ This is a Reconstruction of Existing Crossing X
2858-6054

Previous Agreement Information (if any) Date A.D. no. 6928 (R. R. Plan) MG 64-170, Rev. 1-50
December 12, 1949

Blanket Waiver of Hearing Covers _____ Waiver of Hearing Requested in duplicate
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.



I. W. Gamble, Supervisor of Rights of Way
Properties and Rights of Way Department

JVS:ms

RECORDED RIGHT OF WAY NO. 12757

PROPOSED LINE CROSSING OVER THE PENN. CENTRAL RAILROAD EXISTING PERMIT NUMBER ED 2-8-2460
 IN FR. HOPT 125' N. OF GRANT ST. 750' EAST OF MAIN ST. CITY OF VASSAR
 SECTION 7 NE 1/4 NW 1/4 TOWNSHIP VASSAR TUSCULA T11N R 3E COUNTY

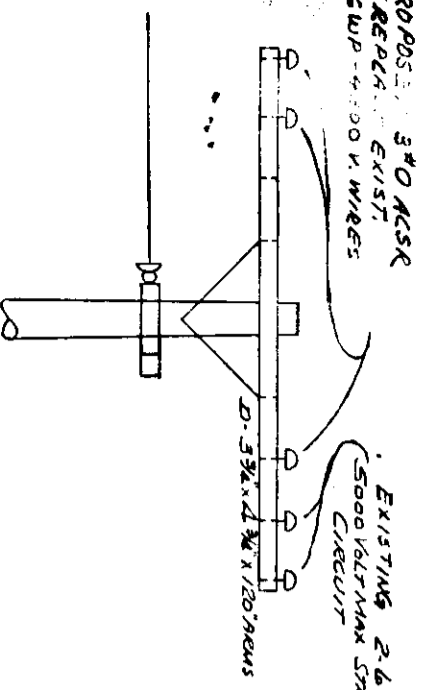
NOTES
 MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT ROAD CROSSINGS DATED MARCH 1947.
 ALL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BY THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

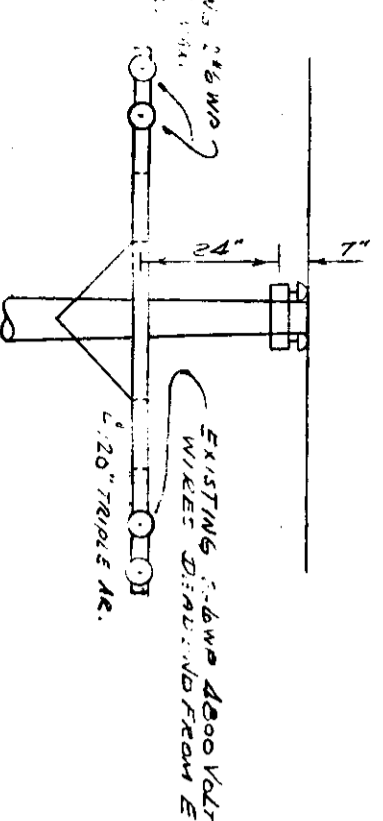
NEAREST POLE TO RAIL	SIDING	7 FT.
Wires over tracks	Main Line	12 FT.
		27 FT.
		26 FT.
		30 FT.
Wires over R. R. Signal		2 FT.
		4 FT.
		6 FT.

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
3	0	ASR	4800	A	55'	3	W CEDAR
2	6	WP	5000 Max	B-C	45'	3	W CEDAR
				D	45'	4	W CEDAR
				E	45'	5	W CEDAR

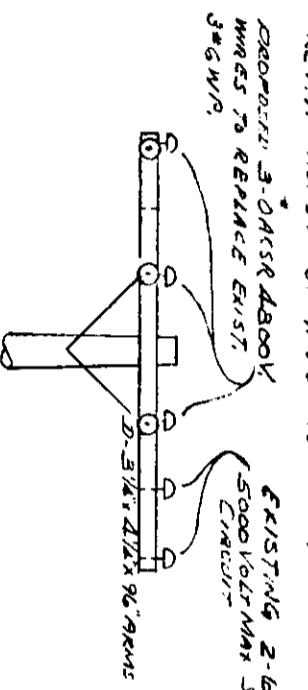
10-28-47
 DRAWN BY GILKEY ENGINEERING DIVISION DATE 10-28-47
 ESTIMATOR GILKEY OVERHEAD LINES DEPT. CARO



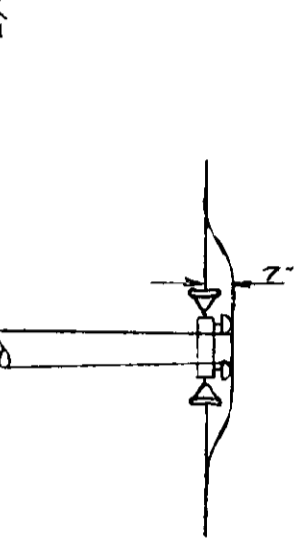
POLE TOP 'C' LOOKING WEST



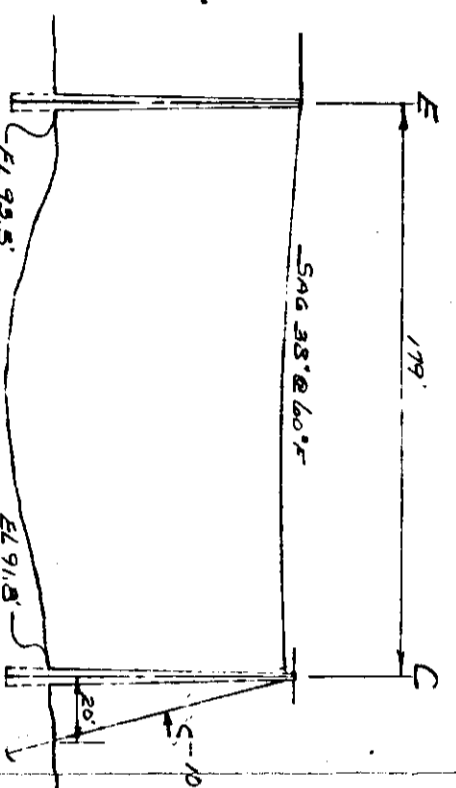
POLE TOP 'B' LOOKING NORTH



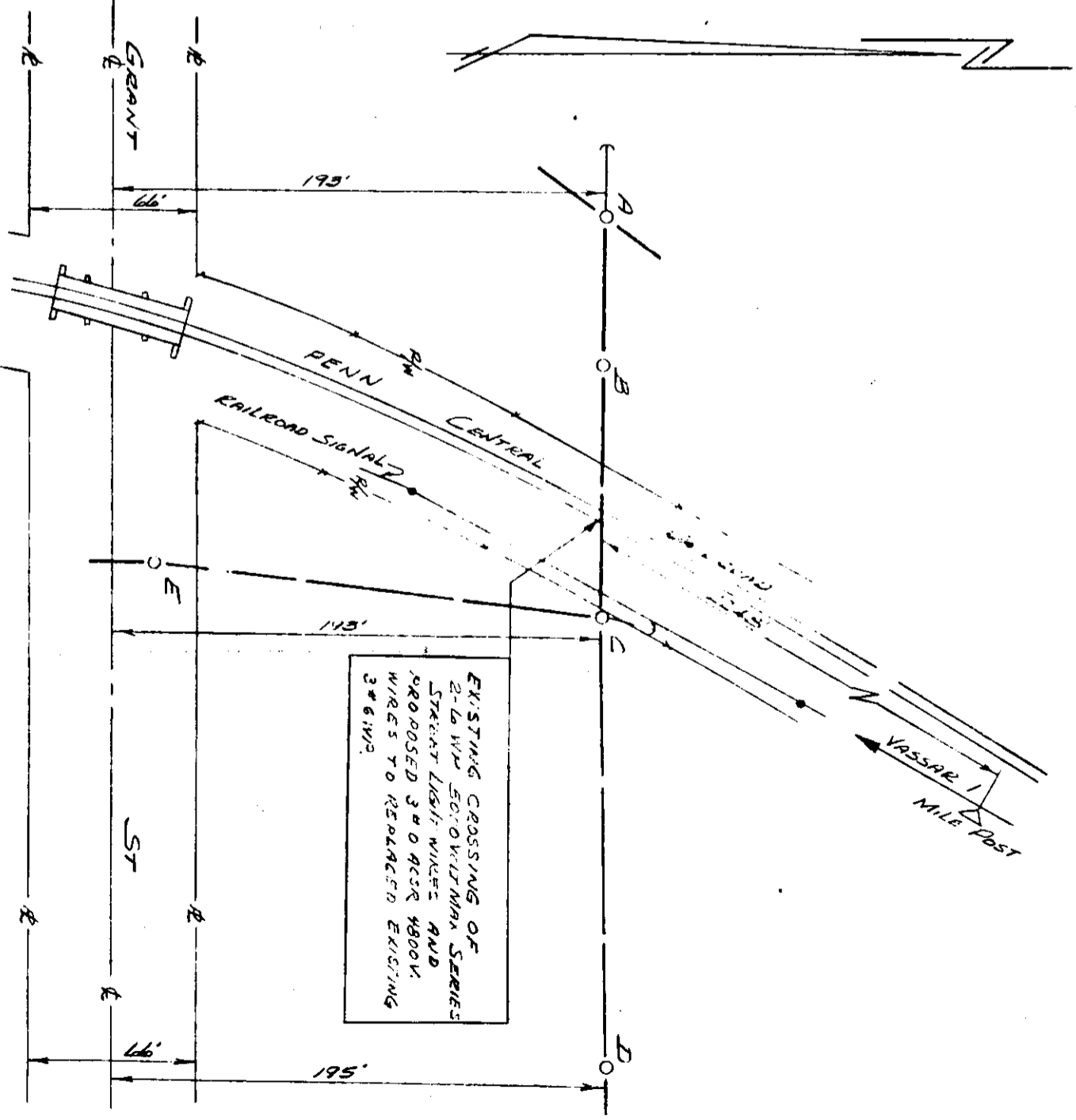
POLE TOP 'A' LOOKING WEST



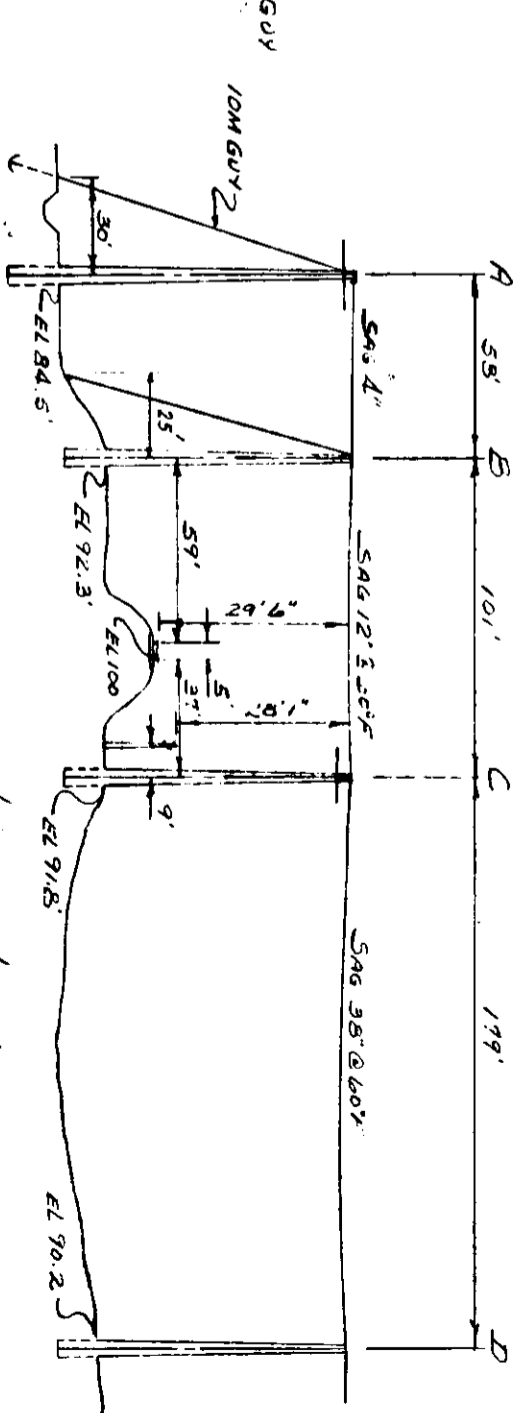
POLE TOP 'C' LOOKING NORTH



ELEVATION LOOKING WEST



PLAN OF CROSSING



ELEVATION LOOKING NORTH

This Agreement, made this **12th** day
of **December,** 19 **49**, between THE NEW YORK CENTRAL RAILROAD
COMPANY, Lessee of **the Michigan Central Railroad,**
hereinafter called First Party, and **THE DETROIT EDISON 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, maintain, operate and use a power line,**
consisting of 3 - #6 W. P. wires to carry 4,000 volts and 2 - #6 W. P. street light
wires to carry 5,000 volts, maximum, over and across the right-of-way and track
of the Caro Branch of First Party, at track station 11/23.9, said point being
about one hundred ninety-three (193) feet north of the center line of Grant Street,
in the City of Vassar, T 11 N, R 8 E, Vassar Township, Tuscola County, Michigan;
said power line to be constructed between the points marked A and B upon the blue
print from First Party's plan designated "MC 64-170," which is hereto attached and
hereby made a part hereof;

RIGHT OF WAY FILE NO. 12757

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 enjoy-
ment 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.

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.

BOOK OF WAIVER FILE NO. 12257

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.

ELEVENTH: Second Party hereby agrees to pay to First Party upon presentation of bills, the sum of Ten Dollars (\$10.00) per annum, beginning on the 1st day of January, 1930, and thereafter on the first day of each successive one (1) year period during the term and continuance of this agreement.

OFFICE OF THE ATTORNEY GENERAL
12757

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,

Lessee of **the Michigan Central Railroad,**

Approved.

W H Misse
District Engineer.

By *R B Rice*
Real Estate and Tax Agent.

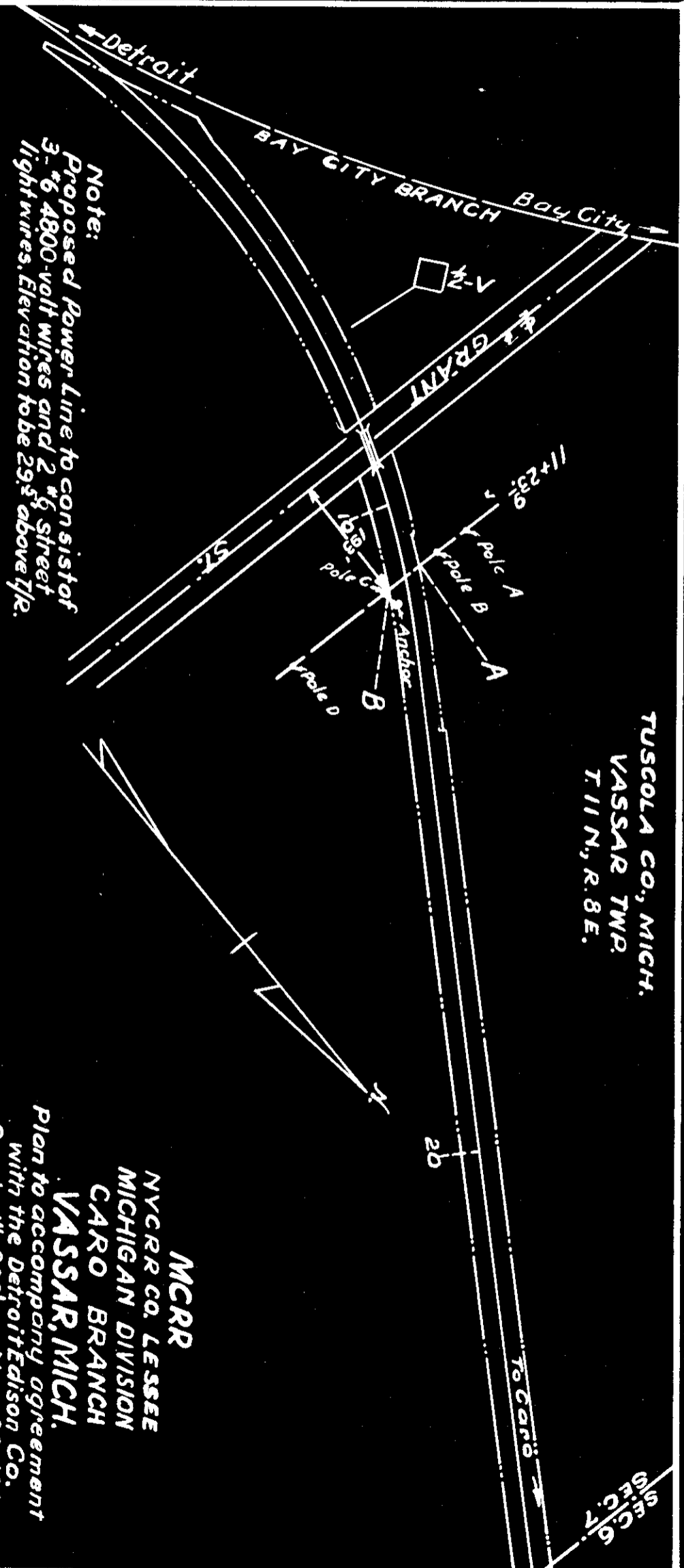
THE DETROIT EDISON COMPANY

By *Richard H. Taylor*
RIGHT OF WAY AGENT

LSH
W MV

RIGHT OF WAY AGENT
12757

TUSCOLA CO., MICH.
 VASSAR TWP.
 T11N, R.8E.



MCCR
 NYCRR CO. LESSEE
 MICHIGAN DIVISION
 CARO BRANCH
VASSAR, MICH.
 Plan to accompany agreement
 with the Detroit Edison Co.
 Scale 1"=200'
 NOV. 30, 1949.
 OFFICE ASST. DIR. ENGR.
 BAYCITY
 MICH.

1-3-50.

Proposed Power Line Crossing marked A-B.

Mt 64-170

