

**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 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

RECORDED RIGHT OF WAY 12954

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 257FTOFMP66ONEMILESOFCHELSON	10610	75
	0000961	GENOA	BA9987	02/01/39	1264D	1	SEC 6 QUARTERMILEEOFLAKELAND	10672	75
	0000963	NORTHFIELD	BA9988	06/01/39	2023	1	SEC 33 303FTSOFP51	10727	75
	0000964	HAMBURG	BA9989	12/01/39	1566	1	SEC 05 HAMBURGRDANDANNARBORDEASTOF OCC	10784	75
	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	75
	0001598	HAMBURG	BA2793	06/01/48	2486	1	SEC 9 SWARTHOUT AND CHILSON RDS	12032	75
	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	75
	0002459	HAMBURG	BA2803	05/13/57	OCAPT	3	SEC 22 VICDRESSRD PETTYRD GIRARDDR, 4RX'S	18730	80
	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	75
	0003118	HOWELL	BA2817	08/17/65	OCAPT	1	SEC 26 750FT N OF RIDDLE	23290	75
	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	75
	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	80
	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 12954

RR30975  
 CORPORATE REAL ESTATE  
 LIST OF ALL PAYABLE R/W OR RAILROAD LEASES AGREEMENTS  
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 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	79
	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 137FTNDFSWAFFERRD	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	67
	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 12954

STATE OF MICHIGAN

BX 3573

RC 12954



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

JAMES J. BLANCHARD, GOVERNOR

**DEPARTMENT OF TRANSPORTATION**

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

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.

12954

**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. 2954

Agreement Number

174-687	Cancelled on September 6, 1978
77687-4	Cancelled on September 6, 1978
139-274	Has not been paid except initially in 1965.

<u>Agreement Number</u>	<u>Month Due</u>	<u>1985 Payment Status</u>
141-981	January	Paid
77687-3	January	Paid
168-894	February	Paid
95921-3	February	Paid
168-893	February	Paid
125-721	February	Paid
126-900	March	Paid
72879-2	March	Paid
77687-2	April	Paid
142-587	April	Paid
69195-9	May	Paid
94899-1 and 135-079 (Same Agreement)	June	June 1985 Payment Enclosed
118-552	June	"
118042	June	"
107-550	June	"
69195-8	June	"

RECORDED RIGHT OF WAY NO. 12954

<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. 12954

INTERDEPARTMENT CORRESPONDENCE

February 3, 1964

TO RECORDS CENTER:

Attached is fully executed copy of <sup>supplemental</sup> agreement/~~permit~~ from:

New York Central System

Facilities Covered: Three #2 ACSR 4800 volt wires (Span B-C).

Specific Location: In private property at a point 129 feet north of Cass City Road and approximately 1300 feet east of Colling Road, approximately seven miles north of the north limits of the Village of Caro.

R.R. Valuation Station 1092+00.8 Mile Post 285 feet north of M.P. Vassar 21

City/Village \_\_\_\_\_ Township Columbia (Southwest 1/4 of Section 27)

County Tuscola Detroit Edison Plan No. RX-2671A

Supplemental Agreement/Permit Date January 1, 1964 R.R. Plan No. H-171-7-1 (11-11-63)

Preparation Fee \$25.00 Annual Rental Increased to \$20.00

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. \_\_\_\_\_

This is a Supplemental Agreement and is to be made a part of R/W 12954

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


GEN'L. ACCTG. DEPT.  
 ENTERED - ~~CANCELLED~~  
 CONTRACT BOOK NO. 12954  
 DATE 2-18-64  
 BY Rousselle J. Gamble  
 CHECKED BY K

RECORDS CENTER  
 RECEIVED FEB 14 1964  
 TICKET MADE  
 CLASSIFIED  
J. W. Gamble

I. W. Gamble  
 Supervisor of Rights of Way  
 Real-Estate and Rights-of-Way Dept.  
 Properties and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 12954

DE FORM PD 189 101 CS  
Empire 2-18-64  
CMB-M

LGH:dal



**SUPPLEMENTAL AGREEMENT**

Chicago, Illinois - January 1st, 1964.

BY MUTUAL CONSENT OF THE PARTIES, the certain agreement dated June 19th, 1950, between THE NEW YORK CENTRAL RAILROAD COMPANY, Lessee of the Michigan Central Railroad, as First Party, and THE DETROIT EDISON COMPANY, a New York corporation, as Second Party, relating to a power line consisting of two (2) #2 ACER wires carrying 4800 volts over and across First Party's right-of-way and track at approximate track station 1092/00.8 at Hutchinson, Michigan, is hereby modified and amended to permit Second Party to reconstruct said power line crossing to consist of three (3) #2 wires carrying 4800 volts at the same location as indicated on print of plan No. E-171-7-1 dated November 11, 1963, attached hereto and made a part hereof, and which is in substitution of plan No. MO 65-100 dated May 9, 1950, attached to and made a part of said agreement dated June 19th, 1950.

It is further agreed between the parties hereto that the rental provided for in the original agreement dated June 19th, 1950, shall be and hereby is increased to Twenty Dollars (\$20.00) per annum, beginning on the first day of January, 1964, and thereafter on the first day of each successive one (1) year period during the term and continuance of this agreement.

The said agreement dated June 19th, 1950, as hereby amended, shall remain in full force and effect.

Second Party shall pay to First Party upon delivery to Second Party of executed copy hereof, the sum of Twenty Five Dollars (\$25.00), representing a charge for the processing of Second Party's application and preparation of this supplemental agreement.

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement, in duplicate, by their duly authorized and proper officers as of the day and year first above written.

Approved as to Form:

\_\_\_\_\_  
General Attorney

THE NEW YORK CENTRAL RAILROAD COMPANY,  
Lessee of the Michigan Central Railroad,

By C. E. DeFendola  
Chief Engineer

THE DETROIT EDISON COMPANY, a corporation

By A. L. Kasaneyer  
Its A. L. KASANEYER, DIRECTOR  
PROPERTIES AND RIGHTS-OF-WAY DEPARTMENT

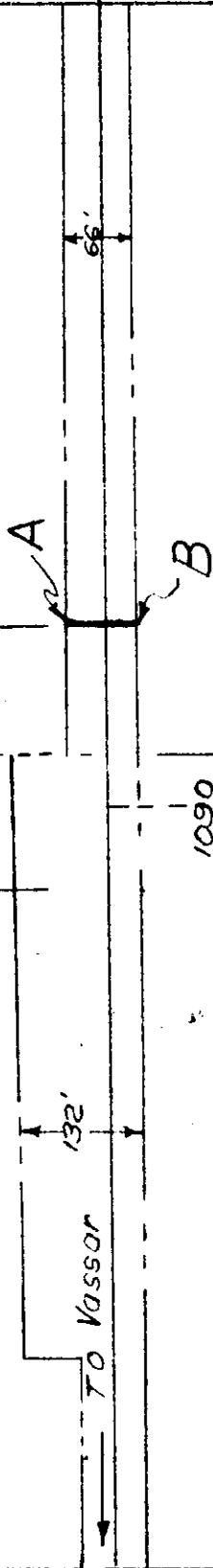
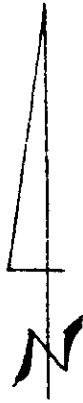
*Sample*

12954

TUSCOLA CO. MICH  
 COLUMBIA TWP  
 T 14 N, R 9 E

1089+148

1092+00.8



**LEGEND**

AB MARKS AERIAL WIRE LINE  
 CROSSING OF RAILROAD R/W &  
 TRACK. CONSISTING OF 3-#2  
 1800 VOLT WIRES. CLEARANCE  
 32' ABOVE TOP OF RAIL.

NORTHERN DIST.  
 DETROIT DIVN  
 CARO BRANCH



NEW YORK CENTRAL SYSTEM  
 OFF OF CHIEF ENGR LINES WEST CHICAGO ILL.  
 OF  
 AERIAL WIRE LINE CROSSING  
 RAILROAD R/W AND TRACK  
 BY  
 THE DETROIT EDISON COMPANY  
 AT  
**HUTCHINSON, MICH**

SCALE: 1" = 200' NOVEMBER 11, 1903 PLAN NO. H-171-M  
 DRAWN: DJG CHECKED: ROBECK M.D.E.-170A-C

RECORDED RIGHT OF WAY NO. 12954

**This Agreement,** made this **19th** day

of **June,** 19**50**, 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 ~~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 2 #2 ACSE wires to carry 4800 volts, over and across the right-of-way and track of the Caro Branch of First Party, at approximately track station 1092 / 00.8, said point being about one hundred forty (140') feet north of the section line between sections 27 and 34, in section 27, Town 14 North, Range 9 East, Columbia Township, Tuscola County, Michigan, at or near Hutchinson; said power line to be constructed between the points marked by the letters A and B upon the blueprint from First Party's plan, designated "MC 65-100," which is hereto attached and hereby made a part hereof;**

RIGHT OF WAY FILE NO. 12957

~~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.

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.

ELEVENTH: Second Party hereby agrees to pay to First Party, upon presentation of bills, the sum of Five Dollars (\$5.00) for the period July 1st to December 31, 1950, and the sum of Ten Dollars (\$10.00) per annum, beginning on the first day of January, 1951, and thereafter on the first day of each successive one (1) year period during the term and continuance of this agreement.

1245-4

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 Mearns*  
District Engineer.

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

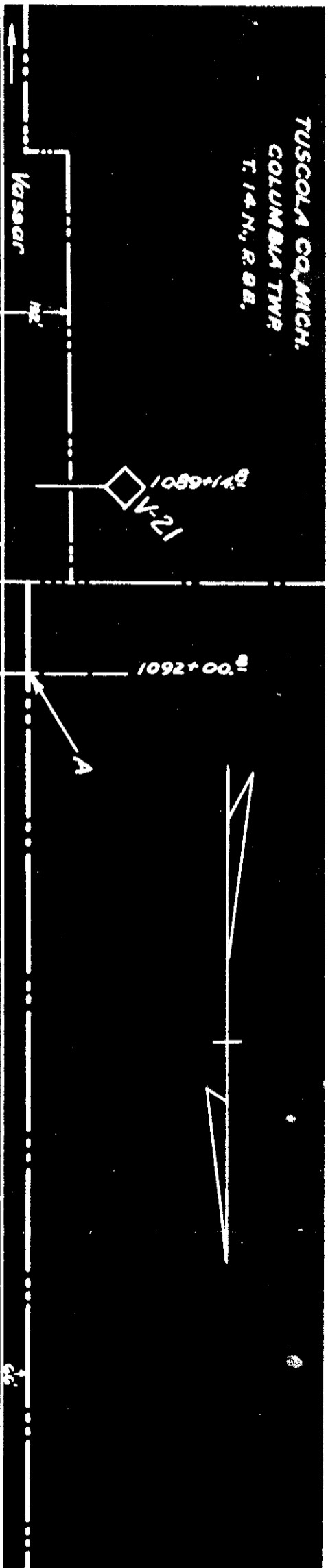
THE DETROIT EDISON COMPANY,

By *Richard H. Taylor*  
RIGHT OF WAY AGENT

*LSH*  
*WBN*

*12957*

TUSCOLA CO., MICH.  
COLUMBIA TWP.  
T. 14 N., R. 9 E.



Note:  
Proposed Power Line Crossing to consist  
of 2 - 2 4800 volt wires.  
Elevation 32'-11" above top of rail  
Sog 16' of 60° F.

Proposed Power Line Crossing marked A-B

M.C.R.R.  
NY C.R.R. CO. LESSEE  
MICHIGAN DIVISION  
CARD BEANCH  
HUTCHINSON, MICH.  
Plan to accompany Agreement with the  
Detroit Edison Company.  
Scale 1" = 200' May 9, 1950.  
OFFICE ASST. DIR. ENGR.  
DAY CITY  
MICH.

MC 65-100

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN  
January 17, 1964

ST  
JAN 23 1964  
Adm.

Permit No. ED2-8-5214

JAN 23 1964  
Adm.

Michigan Public Service Commission  
Lansing 13, Michigan

Gentlemen:

I, Ivan W. Gamble, Supervisor of Rights-of-Way  
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the  
wire crossing, covered by Wire Crossing Permit No. ED2-8-5214,  
issued 1-8-64, 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 ED 2-9.01, and that this crossing will be  
maintained as provided in such specifications and construction standards.

Yours very truly,

Ivan W. Gamble  
Supervisor of Rights of Way  
Properties and Rights of Way Dept.

RX No. 2671 A  
Location Columbia Twp.  
Tuscola County  
Railroad New York Central  
Railroad

Subscribed and sworn to before me this  
17th day of January, 19 64  
  
Notary Public, 10-15-66  
County, Michigan.  
My Commission expires \_\_\_\_\_

N.Y.C. File M-DE-470A-0  
In P.P. 129' N of Cass City Rd.  
1300' E of Colling Road, 7 miles  
N of N limits of Caro, SW 1/4 Sec.  
27.

RECORDED IN DETROIT NO. 12954



# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

January 2, 1964

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 New York Central Railroad approximately 7 miles north of the north limits of the Village of Caro, in the S.W. 1/4 of Section 27, Columbia Township, T-14N, R-9E, Tuscola County, Michigan.

Three #2 ACSR 4800 volt wires over the tracks of the N.Y.C.R.R. located in private property at a point 129' north of Cass City Road and approximately 1300' east of Colling Road.

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. ED 2-8-2558 dated 6-27-50.
- This is a new crossing.

Reference number of construction drawing is RX-2671A.

**NYCS Waiver of Hearing**  
dated 12-30-63 attached.  
Their File: M-DE-470A-C

Permit No. ED2-8-5244

Date January 6, 1964

By J. M. Hoppe

Yours very truly,

*J. W. Gamble*

**I. W. Gamble**  
Supervisor of Rights of Way  
Properties and Rights of Way Dept.

Check in circle indicates statement applicable.

RECORDED R/W FILE NO ~~R12954~~

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT 26, MICHIGAN

TO: Mr. C. E. Defendorf, Chief Engineer  
New York Central System  
LaSalle Street Station  
Chicago 5, Illinois

September 30, 1963

We hereby ~~request~~ request permission for facilities over your tracks and ~~the~~ right of way as follows:

Proposed Construction: Add one #2 ACSR 4800 volt wire to the existing crossing of two #2 ACSR 4800 volt wires (Span B-C).

Specific Location In private property at a point 129 feet north of Cass City Road and approximately 1300 feet east of Colling Road, approximately 7 miles north of the north limits of the Village of Caro.

RECORDED R/W FILE NO. 12954

R.R. Valuation Station 1092 + 00.8 R.R. Mile Post 285 feet north of M.P. Vassar 21

City/Village \_\_\_\_\_ Township Columbia (Southwest 1/4 of Section 27)

County Tuscola Detroit Edison Plan Attached RX-2671A

This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date 6-19-50 (R.R. Plan) MC65-100 (5-9-50)

Agreement No. 2858-6097, A.D. No. 7103

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

LGH:dal

PROPOSED LINE CROSSING OVER THE NEW YORK CENTRAL RAILROAD EXISTING PERMIT NUMBER 222-B-2-558 APPROX. 7 MILES N. OF THE N. W. CORNER OF 129 N. ST. APPROX. 1300 E. OF COLLING RD. GROWING LIMITS OF VILLAGES DE CHEN. SECTION 27 SW 1/4 TOWNSHIP COLUMBIA RANGE 9E COUNTY TUSCORA

NOTES

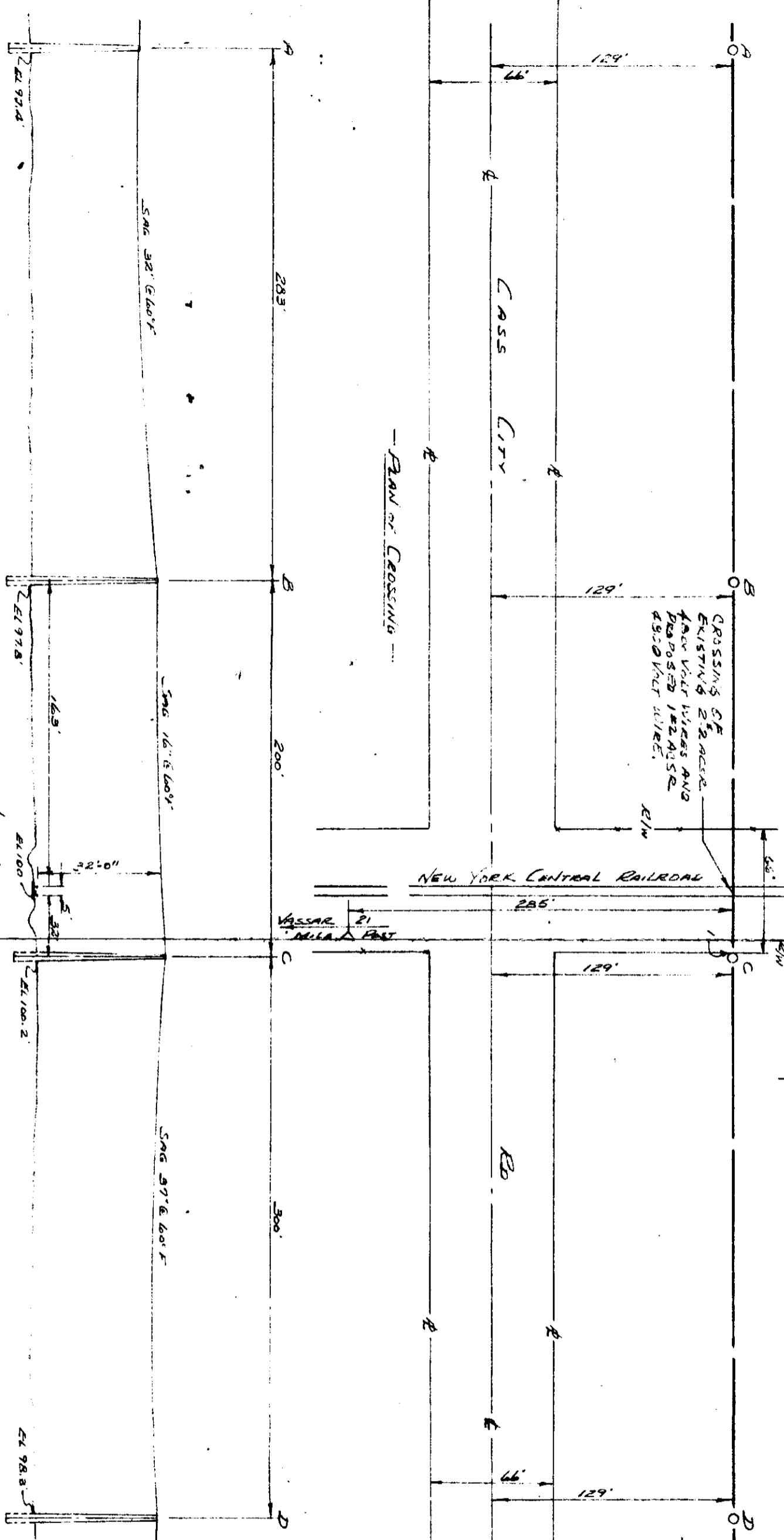
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947. ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1879 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

	SIDING	7 FT.
NEAREST POLE TO RAIL	MAIN LINE	12 FT.
WIRES OVER TRACKS	0 - 800 VOLTS	27 FT.
	800 - 7800 VOLTS	28 FT.
	24000 VOLTS	30 FT.
WIRES OVER R. R. SIGNAL	0 - 800 VOLTS	2 FT.
	800 - 7800 VOLTS	4 FT.
	24000 VOLTS	8 FT.

NUMBER	SIZE	KIND	VOLTAGE	POLES			TYPE
				LOCATION	LENGTH	CLASS	
3	2	ASSE	4800	A	35'	6	S. PINE
				B	40'	3	S. PINE
				C	40'	6	S. PINE
				D	40'	6	S. PINE

DRAWN BY BALDWIN ENGINEERING DIVISION DATE 5-18-53  
ESTIMATOR SCHAEFER OVERHEAD LINES DEPT. GARB



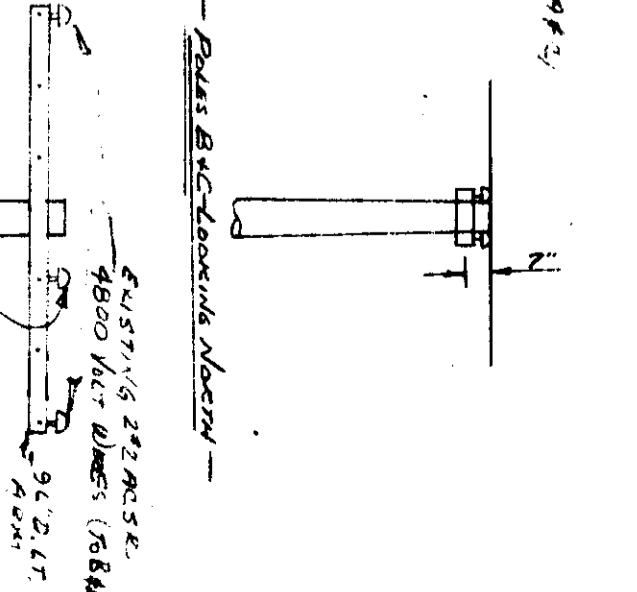
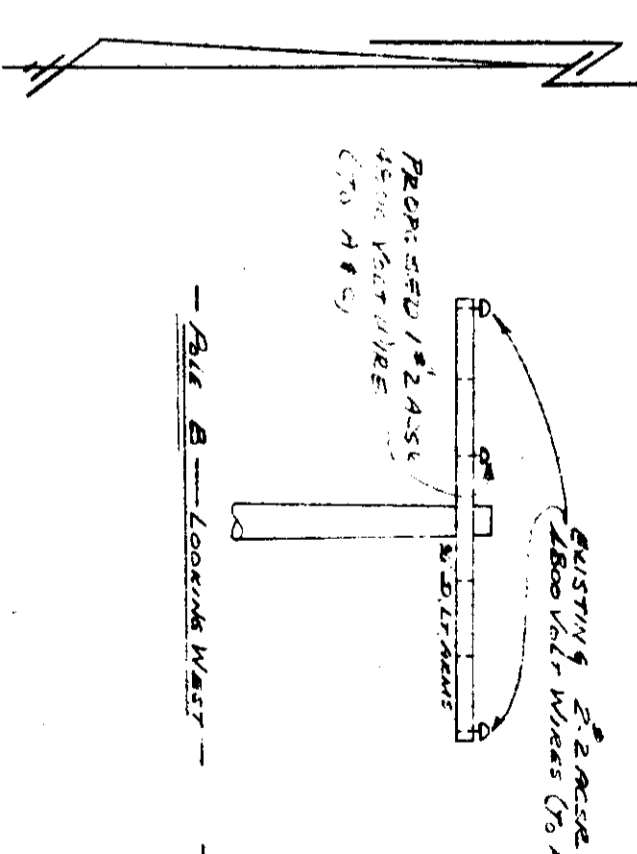
CROSSING OF EXISTING 22 ACSE 4800 VOLT WIRES AND PROPOSED 122 ACSE 4800 VOLT WIRE.

NEW YORK CENTRAL RAILROAD

VASSAR 21 MILLS POST

POLE B - LOOKING WEST

POLE C - LOOKING WEST



ELEVATION LOOKING NORTH