THIS AGREEMENT, made this 29 ft day of January, A.D. 1953, by and between the PERRING AND McGOWAN COAL COMPANY, a Michigan corporation with its business office at 6281 Second Avenue, Detroit, Michigan, hereinafter referred to as "PERRING," and THE DETROIT EDISON COMPANY, a New York corporation with its principal office at 2000 Second Avenue, Detroit 26, Michigan, hereinafter referred to as "EDISON,"

WHEREAS, PERRING is the Lessee of certain property situated in the City of Detroit, County of Wayne and State of Michigan under a Lease with the New York Central Railroad Company, Lessor, and

WHEREAS, the New York Central Railroad Company has or shall grant to EDISON permission to install, operate and maintain an eight (8) inch underground steam line on, under and across said property on the express condition that permission so to do is obtained from PERRING, its Lessee, and

WHEREAS, PERRING, to the extent of its interest in said land as Lessee, is agreeable to grant permission to EDISON so to do, and the parties hereto are desirous of making a written record thereof,

## WITNESSETH:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by EDISON to PERRING, receipt of which is acknowledged, PERRING does by these presents and under the terms and conditions hereinafter set forth, grant to EDISON, its successors and assigns, the right to construct, operate and maintain an eight (8) inch underground line for the transmission of steam, including the necessary conduits, fixtures and equipment under and across property in the City of Detroit, County of Wayne and State of Michigan, described as:

All that part of Private Claims 247 and 23, being that part of Michigan Central Railroad Right of Way lying between Third Avenue and Hamilton Avenue in the City of Detroit, as is leased to the Perring and McGowan Coal Company.

The route and location of the steam line shall be approximately as indicated in yellow color on the attached Detroit Edison print dated January 15, 1953 and bearing Number U4-3-893-A, which print is attached hereto and made a part hereof.

- 1. It is understood that the premises are used for the storage of coal and PERRING shall promptly, at the request of EDISON, move so much of the coal as is necessary to enable EDISON to construct and install said steam line. It is expressly understood, however, that EDISON shall pay to PERRING all of the cost to PERRING of removing said coal upon being presented with a statement thereof.
- 2. EDISON shall complete the installation of said steam line under and across the premises as promptly as possible and leave said premises, including the retaining walls thereon, in the condition they were in before such installation was undertaken, as reasonably as may be.
- 3. PERRING shall, at the request of EDISON, and at EDISON'S sole expense, remove so much of the coal as is necessary to enable EDISON to properly maintain said steam line, and EDISON shall complete such maintenance as promptly as possible and pay to PERRING the costs of such removal of coal upon being presented with a statement therefor.
- 4. EDISON shall at all times while it is working on said premises under this Permit, make the land of the Lessee lying north of the route of the line accessible by truck.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

By\_

In the Presence of:

Charles W. Layton

Make & Latter and

(ACCEPTED)

Hazel & Brandown.

PERRING AND MCGOWAN COAL COMPANY

oyk I Druce

VFloyd J. Ferring, President

T. J. McGowan, Sec., Treasurer

THE DETROIT EDISON COMPANY

DIRECTOR, RIGHTS-OF-WAY DEPARTMENT

Richard H. Taylor

REAL INFATE ACTION OF STATE STATE ACTIONS AND STATE STATE ACTIONS ACTI

BY MUTUAL CONSENT OF THE PARTIES, the certain agreement dated July 3rd, 1951, between the parties hereto and permitting the Edison Company to place, maintain and use a sixteen-inch (16") steam line, along, upon and across the northerly end of the Holdan Avenue Yard property and the southerly side of the right-of-way of the Bay City Branch of the Michigan Central Railroad, between the easterly line of said Yard property and the easterly line of Hamilton Avenue, in the City of Detroit, Michigan; thence northerly along the face of the easterly abutment of the bridge carrying the Railroad Company's tracks over said Hamilton Avenue; and supplement thereto dated November 21st, 1951; IS HEREBY FURTHER MODIFIED AND AMENDED to permit the Edison Company to provide steam service to the National Biscuit Company, northerly of the Railroad Company's Detroit and Bay City Branches, by means of an eight-inch (8") steel pipe, incased in a sixteen-inch (16") sleeve, extending northerly from said sixteen-inch (16") steam line across the rightsof-way and underneath the tracks of said Detroit and Bay City Branches, at track station 160 / 50 (Bay City Branch), said point being about one hundred forty-five (145') feet easterly of the easterly line of the John C. Lodge Expressway; said additional steam pipe to be placed and maintained at a depth of four (41) feet below base of rails of said tracks, measured from the top of said steel sleeve, in the location as so indicated on the print from the Railroad Company's plan, designated "MC 67-132," revised February 3rd, 1953, hereto attached and hereby made a part hereof. This supplemental agreement shall be attached to, become

a part of and terminate with said agreement dated July 3rd, 1951, with supplement thereto, and said additional steam service pipe shall be governed and controlled by all and singular of the terms, provisions, conditions, limitations and agreements, including the provisions relating to the liability of the parties that are contained in the aforesaid agreement, EXCEPT that, instead of Two Hundred Dollars (\$200.00) per annum, as provided in said agreement, the rental beginning March 1st, 1953, shall be One Hundred Seventy-Three Dollars, Thirty-Three Cents (\$173.33) for the period March 1st to December 31st, 1953, and thereafter, beginning January 1st, 1954, Two Hundred Eight Dollars (\$208.00) per annum, payable annually in advance.

Signed, in duplicate, as of the day and year first above

written.

APPROVED:

Engr. M. of W.

for itself and as Lessee of the Michigan Central Railroad,

Day 10/10/10

Real Estate & Tax Agent

THE NEW YORK CENTRAL RAILROAD COMPANY,

THE DETROIT EDISON, COMPANY,

of hund. Duylo

DIRECTOR, RIGHTS-OF-WAY DEPARTMENT

Shop

RIGHT OF WAY FILE No. 14020

BY MITUAL COMMENT OF THE PARTIES, the certain agreement dated July 3rd, 1951, between the parties hereto and permitting the Edison Company to place, maintain and use a sixteen-inch (16") steam line, along, upon and across the northerly end of the Holden Avenue Yard property and the southerly side of the right-of-way of the Bay City Branch of the Hichigan Central Railroad, between the easterly line of said Yard property and the easterly line of Hamilton Avenue, in the City of Detroit, Michigan; thence northerly along the face of the easterly abutment of the bridge carrying the Railroad Company's tracks over said Hamilton Avenue: is hereby modified and amended to permit the Edison Company to provide steam service to the Lily-Tulip Cup & Specialty Co. south of and adjacent to said Bay City Branch right-of-way, by means of a two and one-halfinch (2-1/2") steel pipe extending southerly from said sixteen-inch (16") steam line to the southerly right-of-way line and under spur track on said Lily-Tulip Cup & Specialty Co's. property, said additional steam pipe to be installed in the location as so indicated and according to cross-section sketch "C-C" on the print from the Bailroad Company's plan, designated "MC 67-132," revised October 23, 1951, hereto attached and hereby made a part hereof.

This supplemental agreement shall be attached to, become a part of and terminate with said agreement dated July 3rd, 1951, and the additional steam service pipe shall be governed and controlled by all and singular of the terms, previsions, conditions, limitations and agreements, including the provisions relating to the liability of the parties, that are contained in the aferesaid agreement.

Signed, in duplicate, as of the day and year first above written.

APPROVED:

District Engineer

THE NEW YORK CENTRAL RAILROAD COMPANY, for itself and as Lessee of the Michigan Central Railroad.

Real Estate & Tax Agent

THE DETROIT EDISON COMPANY.

RIGHT OF WAY AGENT

X6H

RIGHT OF WAY FILE No. /

1m 3-51 WSG

This Agreement,

day

Jely, of

19 3 , between THE NEW YORK CENTRAL RAILROAD COMPANY, Lesses of for itself and as Lesses 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 Ome (\$1,00) 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 place, maintain and use a sixteen-inch (16\*) steam line. incased in a concrete envelope, with a six-inch (6") underdrain, including one (1) manhole, along, upon and across the northerly end of the Holden Avenue Yard property and the southerly side of the right-of-way of the Bay City Branch of the Michigan Central Railroad, between the easterly line of said Yard property and the easterly line of Hamilton Avenue, in the City of Detroit, Michigan; thence northerly along the face of the easterly abutment, under the coping thereof, of the bridge carrying First Party's tracks over said Hamilton Avenue, in the location shown by the broken black line and marked by the letters A-B-C-D on the print from First Party's plan. designated "MC 67-132," hereto attached and hereby made a part hereof; SUBJECT. ROMEVER, to the certain permit to attach said steam pipe to the bridge carrying First Party's tracks over the John C. Lodge Expressway given by the Michigan State Highway Bepartment to the Second Party herein; said steam pipe to be placed and maintained at the depths below the base of the rails of said Michigan Central Railroad tracks shown by cross section sketch A-A on said print;

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.

RIGHT OF WAY FILE No. 140

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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.

Second Party hereby agrees to pay to First Party, upon presentations of One Hundred Dollars (\$100.00) for the period July 1st to 1951, and the sum of Two Hundred Dollars (\$200.00) per annum, he 1st day of January, 1952, and thereafter on the 1st day of each (1) year period during the term and continuance of this agreement. of bills, the sum of One Hundred Dollars (\$100.00) for the period July 1st to sher 31st, 1951, and the sums of Two Hundred Dollars (\$200.00) per annum, duming on the lat day of January, 1952, and thereafter on the lat day cessive one (1) year period during the term and continuance of this

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, for their and as

Lessee of the Michigan Control Pailroad,

Approved.

District Engineer.

By Real Estate and Tax Agent.

THE DETROIT EDISON COMPANY,

MIGHT OF WAY AGENT

STATE W.G. K.

STATE W.G.

STA

Rother Shipping

XXXXXXXXX

April 29, 1974 File: 127

Mr. W. J. Arnold Detroit Edison Company 2000 Second Street Detroit, Michigan 48226

Boar Mr. Arnold:

Beforring to conference held in our office on April 26, 1974, we are attaching your System Utility Account Rental Statement for Folio 127, revised so of April 29, 1974.

This is to advise that effective July 1, 1973, the ennual rental on each agreement will be billed in accordance with the "Amount Dua" column on the attached exatement.

Yours truly,

PERS CRETERI. TRANSPORTATION COMPANY

(Signed) J. T. Sullivan J. T. Sallivan Chief Engineer

be: W. H. Couch (2)

Hashing the first through the transition

Copy of revised bill is strucked for filing with contract records.

J. T. Sullivan

cc: J. P. Tarpey

Copy of RED-128 is attached for revised agreements.

J. T. Sullivan

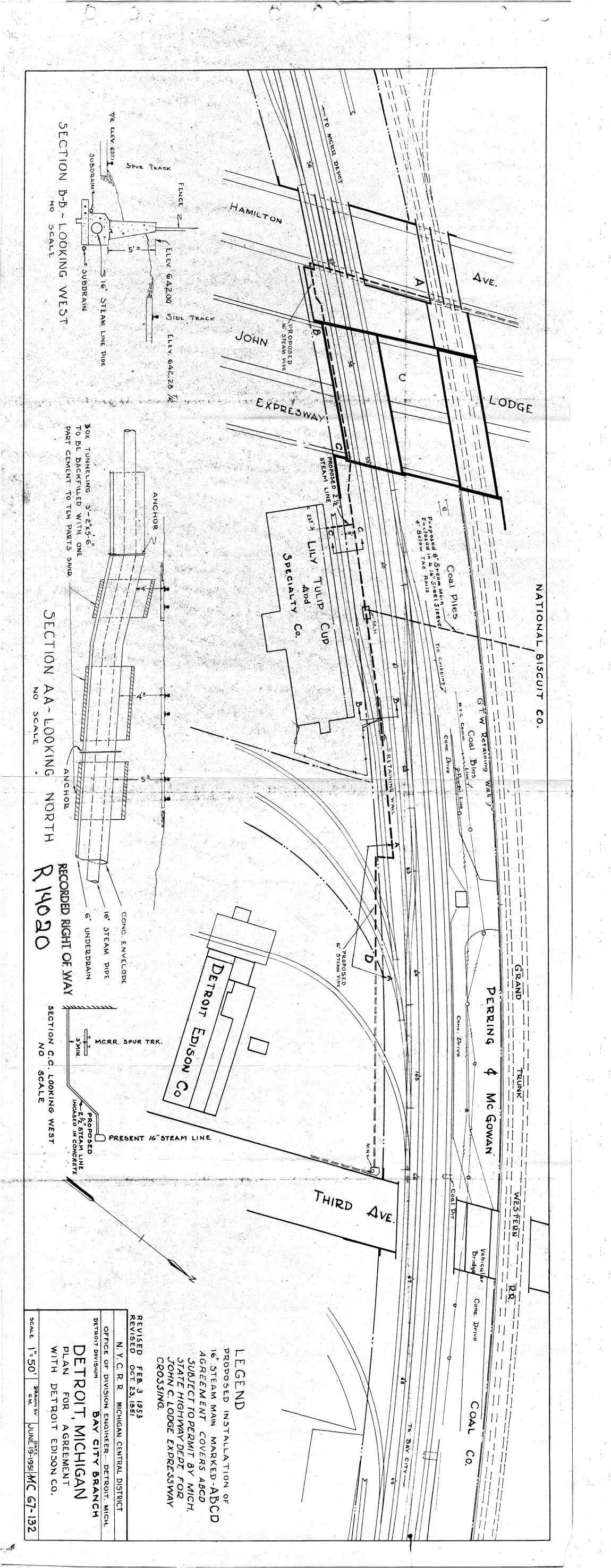
cc: J. C. Hughes

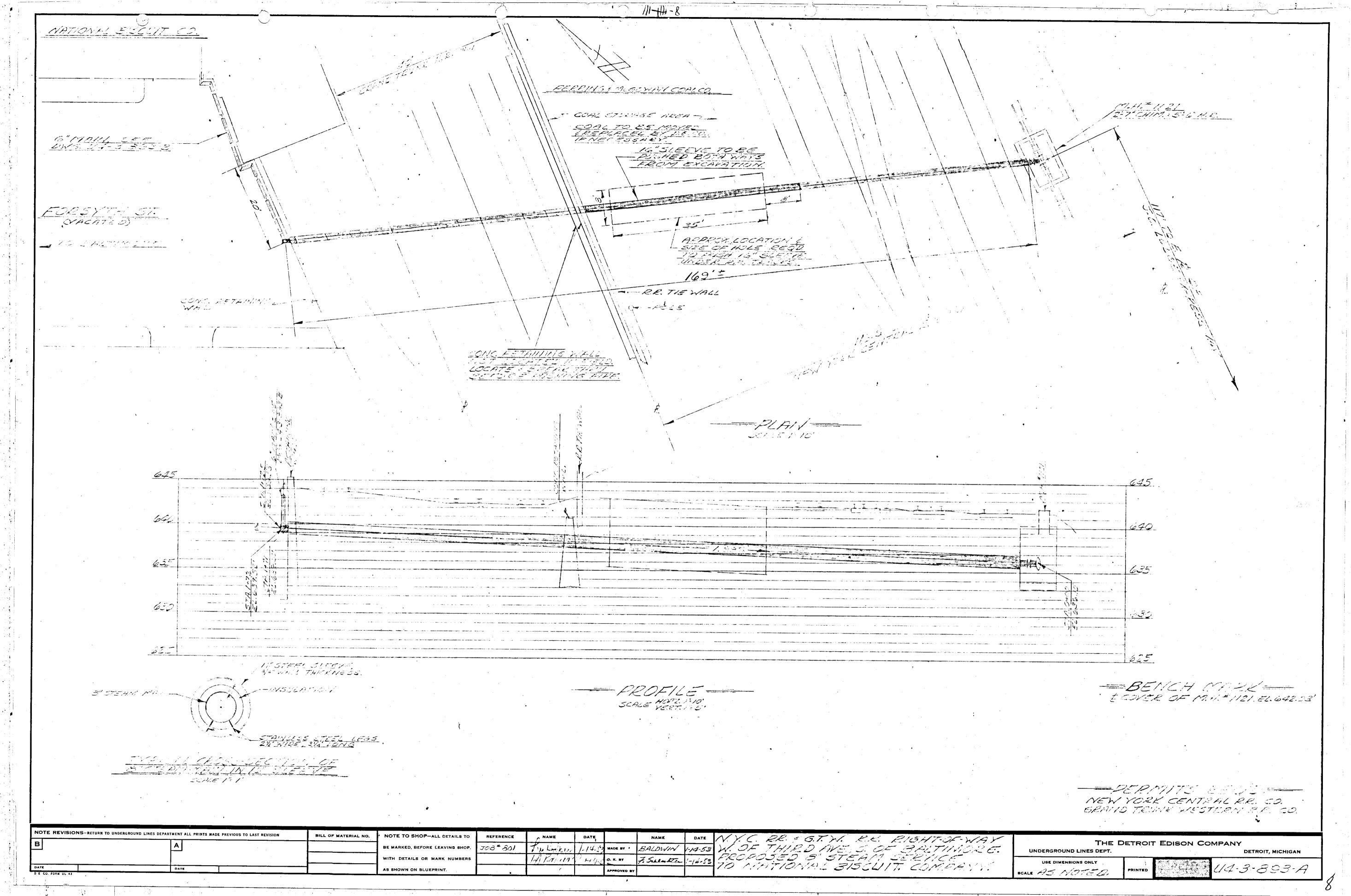
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## DETROIT EDISON COMPANY 2000 Second Street Detroit, Michigan 48226.

Acct. No. - Folio 127 - July 1973

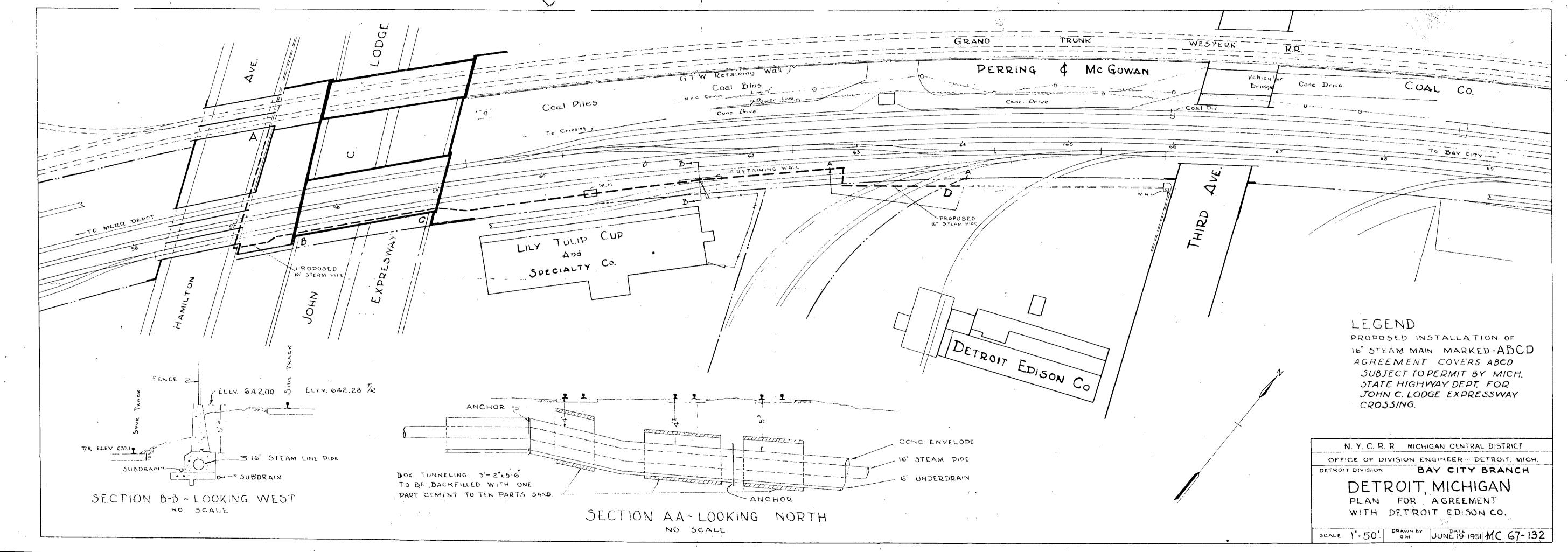
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D 17	Leased Line	Property Location	Agmt. Date	Amount Due Type
Rent No.	Or Owning Company	Troperty Hotation		
<b>X</b> 570847	M.C. R.R. Co.	Ann Arbor, Mich.	1- 1-63	\$ 95.00 A
X570848	H.C. R.R. CO.	Ann Arbor, Mich.	4-23-25	75.00 1
X570849	11	Ann Arbor, Mich.	12- 1-61	107.00 A
	11	Ann Arbor, Mich.	12-14-27	395.00 A
X570850		Bridgewater, Mich.	11- 5-18	25.00 1
X570851	P. C. T. Co.	Caro, Mich.	2- 7-52	85.00 A
X570852	M. C. R.R. Co.		10-21-47	110.00 A
X570853	11	Caro, Mich.	5-10-30	75.00 1
X570856	<b>IT</b>	Caro, Mich.	6-28-39	75.00 1
X570857	11	Caro, Mich.	2-23-26	500.00 / A
X570859	•	Center Line, Mich.	12- 3-40	112.00 A
X570860	<b>IT</b>	Center Line, Mich.	3-12-41	125.00 A
X570861	11	Center Line, Mich.	5-18-50	120.00 A
X570862		Center Line, Mich.		150.00 A
X570863	11	Chelsea, Mich.	5-25-37	75.00 A
- X570864	<b>"</b>	Colling, Mich.	3-18-52 12- 3-36	170.00
<b>(\$570865</b> )	11	Columbiavll, Mich.		
X570866	<b>!!</b>	Dearborn, Mich.	4-14-49	36.00 A 608.00 A
<b>X570867</b>	11	Dearborn, Mich.	12- 7-45	
X570868	**	Dearborn, Mich.	11-17-43	279.00 A
<b>X</b> 570869	11	Dearborn, Mich.	7-29-39	95.00 A
X570870	11	Dearborn, Mich.	3-15-51	85.00 A
X570871	tt	Detroit, Mich.	2-11-53	141.00 A
X570872	tt .	Detroit, Mich.	11- 4-52	75.00 1
x570873	**	Detroit, Mich.	7-31-52	25.00 A
x570874	<b>u</b>	Detroit, Mich.	9- 3-52	85.00 A
X570875	tt .	Detroit, Mich.	9-13-50	85.00 A A
(X570876)	<b></b>	Detroit, Mich.	7- 3-51	218.00 A S
X570877	P. C. T. Co.	Detroit, Mich.	1-24-28	430.00 A 🖁
X570878	M. C. R.R. Co.	Detroit, Mich.	6-25-49	218.00 A EG 430.00 A EG 150.00 A EG
x570880	11	Detroit, Mich.	12-12-66	314.00 A
X570881	11	Detroit, Mich.	3-28-49	130.00 A A
X570882	tt .	Detroit, Mich.	8- 9-18	130.00 A RI 25.00 1 H
X570883	11	Detroit, Mich.	10-14-49	75.00 1
X570884	H	Detroit, Mich.	10-25-44	217.00 A 3
X570885	tt	Detroit, Mich.	9- 1-66	820.00 A \$
X570886	11	Detroit, Mich.	9- 1-61	. 00.00
(X570887)	* **	Detroit, Mich.	4- 1-62	125.00 ✓ A 🗟
x570888	. tt	Detroit, Mich.	7-14-33	67.00 A
X570889	ıı ,	Detroit, Mich.	7-24-34	85.00 A
X570890	11	Detroit, Mich.	9- 3-48	75.00 1
X570891		Detroit, Mich.	10-12-49	315.00 A
X570892		Detroit, Mich.	12-28-34	150.00 A
X570893		Detroit, Mich.	12- 9-39	85.00 A
	11	Detroit, Mich.	8- 4-19	360.00 A
X570894	11	Detroit, Mich.	3- 2-20	A 00.08
X570895	i	Detroit, Mich.	12-12-51	115.00 A
X570896			1-25-28	625.00 A
x570897	, II	Detroit, Mich.	12-18-28	450.00 A
<b>X57</b> 0898	II .	Detroit, Mich.	12-10-20	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,



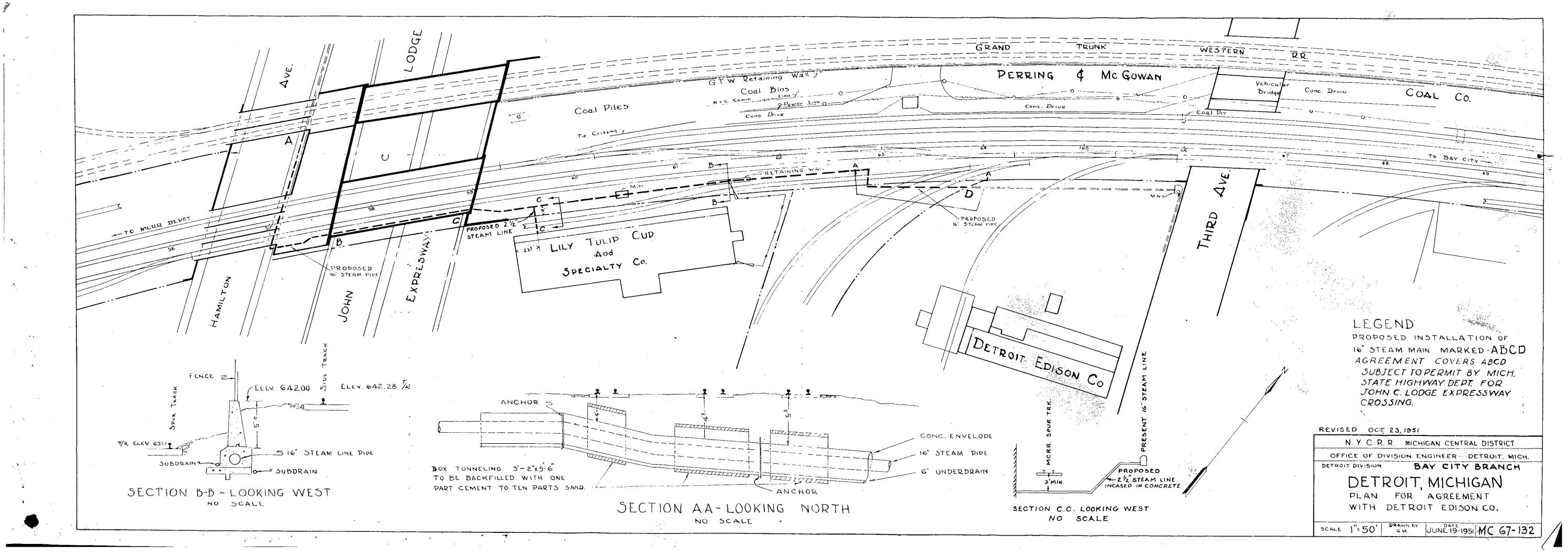


RIGHT OF WAY FILE No. 14-020

DET-14-6 (STEAM)



EVERT OF WAY FILENCE



RIGHT OF WAY FILE No. 14020