

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 QUARTERMILEE OF LAKELAND	10672	-5
	0000963	NORTHFIELD	BA9988	06/01/39	2023	1	SEC 33 303FTSOFMP51	10727	-5
	0000964	HAMBURG	BA9989	12/01/39	1566	1	SEC 05 HAMBURGRDANDANNARBORREASTOF 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	OCCPT	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 & 347FTW NIXON RD	17607	-15
	0002459	HAMBURG	BA2803	05/13/57	OCCPT	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	OCCPT	1	SEC 5 20FTN ESHOREDR 480FTW WHITMORELAKE	23312	-50
	0003117	NORTHFIELD	BA2816	08/17/65	OCCPT	1	SEC 5 N OF WHITMORE LAKE ROAD	23292	-12
	0003118	HOWELL	BA2817	08/17/65	OCCPT	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	OCCPT	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	OCCPT	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 14/89

RR30975  
 CORPORATE REAL ESTATE  
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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	HEAR 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	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

14189 RECORDED RIGHT OF WAY

Detroit  
Edison

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

September 1, 1995

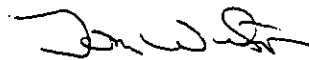
Mr. Ronald W. Adams  
Railroad Real Estate  
Michigan Department of Transportation  
3rd Floor, N. Ottawa Tower  
425 West Ottawa  
P.O. Box 30050  
Lansing, Michigan 48909

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

14189

**Detroit  
Edison**

**CORPORATE REAL ESTATE SERVICES**

Job Project No. XT3131  
Railroad Project No. BT1463  
Project Identification: RX2443B

Date: May 20, 1991  
To: Ava D. Thrower  
Records Center  
From: Michael C. Venetis *MCV*  
Subject: Revised Wire Crossing of Railroad Tracks

Attached are papers related to the notification to revise the above mentioned crossing in the SE 1/4 of Section 34, Almer Township, Tuscola County, Michigan.

This railroad land is owned by the MDOT. Mr. R. Anderson of MDOT was contacted by telephone 5-9-91. Since this was a revision, Mr. Anderson instructed Edison that an application was not required. The work can proceed following approval by the operating railroad.

R. Iden and L. M. McCloud of Huron and Eastern (RR operator) were contacted by telephone 5-7-91. Edison was instructed that an application was not required for this revision.

Service Planning, Thumb Division is required to contact Mr. Mike Bobic of the operating R.R. (Huron & Eastern) on 800-331-3618 at least 48 hours in advance to any work, so he may arrange for a flagman.

Service Planning, Thumb Division, is hereby notified to revise the crossing as requested.

Please incorporate these papers into Record Center File 14189.

Approved:

*Barbara A. Fulton*

Barbara A. Fulton  
Supervisor, Corporate Real Estate Services

Attachments  
cc: J. Moore  
A-1

**Serving Customers**

*We're all a part of it!*

RECORDED RIGHT OF WAY NO.

14189



# Railroad Crossing Application - Overhead

Please Print

Railroad Name <b>TUSCOLA, SAGINAW BAY</b>			Department Order <b>AB8042</b>		
Revision From RX No. (Available From Record Center (Ext. 78498)) <b>2443</b>		New RX No. or R/W No. <b>2443 R1</b>		Spans <b>1</b>	
Location: City/Township <b>CARO, VILLAGE OF</b>		Town <b>T-13N</b>	Range <b>R-9E</b>	County <b>TUSCOLA</b>	1/4 Section <b>S.E.</b>
Section <b>34</b>					
Location Description <b>PRIVATE PROPERTY 301' SE LUDER RD AND 67' SE MILE POST V-14</b>					

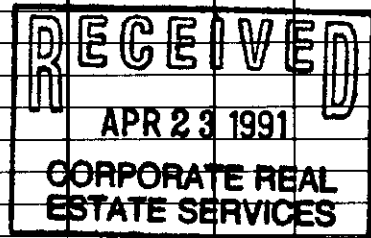
This Crossing:  
 Is within the public road right-of-way or  Is on railroad property  Provides service to the railroad (If yes, check box)

### Crossing Data

Detailed On Attached Drawing

Railroad Mile Post (Number) <b>V-14</b>	State Permit No. Existing <b>ED2-B-1987</b>	Date <b>10-30-47</b>	Distance to Crossing from Mile Post (in feet) <b>67</b> Ft.
--	--	-------------------------	--

Existing							Proposed						
Type of Structure							Type of Structure						
<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel							<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel						
Conductors				Poles			Conductors				Poles		
Span.	No. Size	Kind	Voltage	Location	Length	Class	Span.	No. Size	Kind	Voltage	Location	Length	Class
2	#2	ACSR	4800	A	40	4	2	#2	ACSR	4800	A	40	4
3 PR	#14 DUPLEX D.E. CABLE			B-C	45	3	1	#0 ACSR	4800		B-C	45	3
				D	45	5	3 PR	#14 DUPLEX D.E. CABLE			D	50	5



Summary of Line Changes (continue on separate sheet if necessary)  
**PROPOSED ADDITION OF ONE CONDUCTOR (#0 ACSR) ON EXISTING STRUCTURES TO PROVIDE 3 PHASE TO NEW CUSTOMER TO NORTH**

### Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing)	From Top of Rail to Nearest Wire	<b>35.9</b> Ft.
	Railroad Communication or Signal Lines	Ft.

\* Materials shall be as noted in the current revision of Detroit Edison's General Specifications for Overhead Line Construction at Railroad Crossings. Actual field dimension may vary from those indicated. However, the clearances shall be in compliance with the current revisions of Order Nos. 1679 and 1868 of Michigan Public Service Commission.

Designed By <b>J. MOORE</b>	Date <b>4-18-91</b>	Checked By <b>C. FIBRANZ</b>	Date <b>4-22-91</b>
Company Location <b>CARO SERVICE PLAN 577 673-1717</b>		Phone No.	

Distribution: - Original - Service Planning Yellow Copy - Railroad Pink Copy - RE & RW

RECORDED - RIGHT OF WAY - NO.

14189

PROPOSED LINE CROSSING OVER THE MICHIGAN CENTRAL R.R. EXISTING PERMIT NUMBER NEW CROSSING  
 IN PROPT. 301 S.E. OF LUDER RD AND 67 S.E. MILE RST V-14 CITY OF NORTH OF LILLAGE OF CARO  
 SECTION 34 S E 1/4 TOWNSHIP ALTER T 15N R 2E COUNTY TASCALA

NOTES

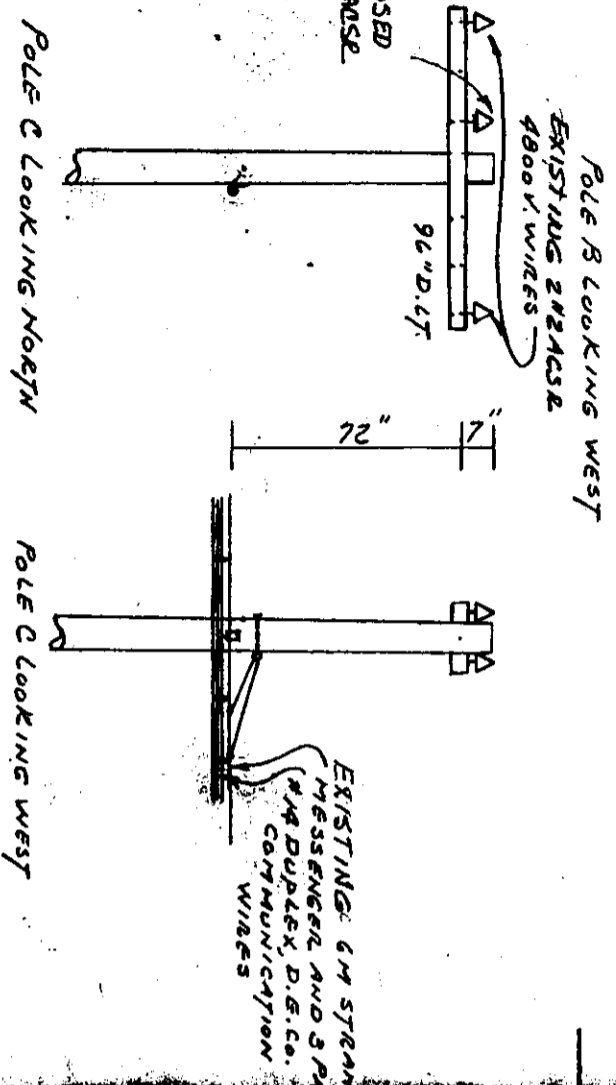
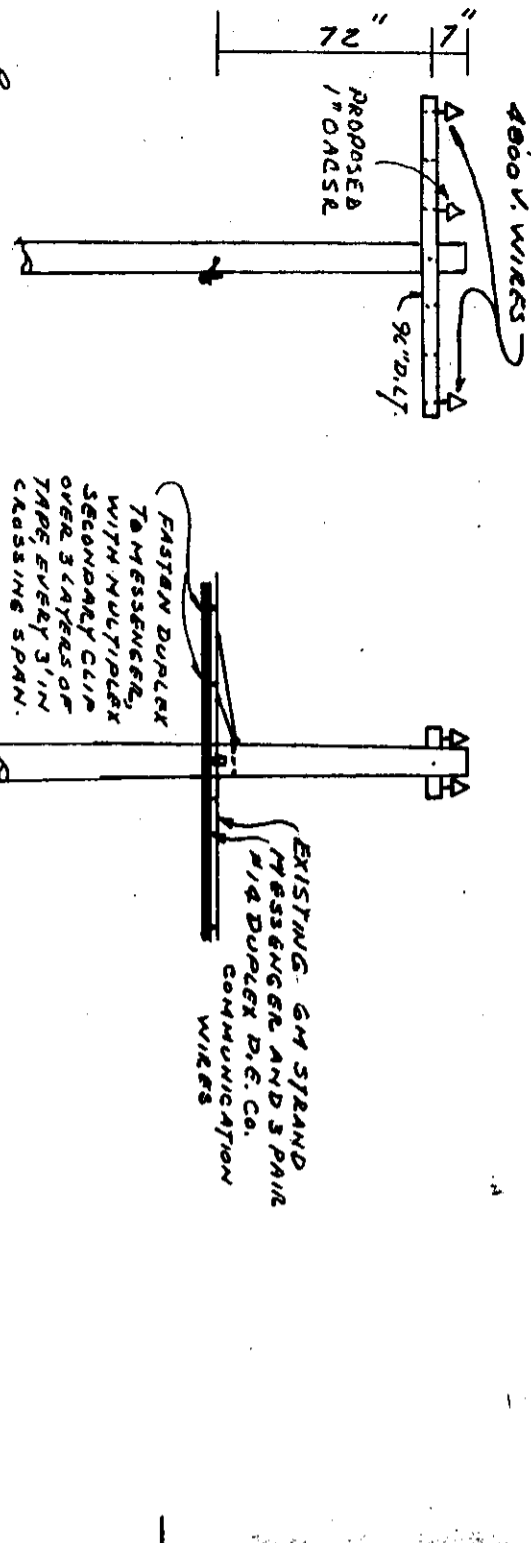
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.  
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1678 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

NEAREST POLE TO RAIL	SIDING	MAIN LINE
7 FT.	12 FT.	12 FT.
WIRE OVER TRACKS	0 - 500 VOLTS 27 FT.	0 - 500 VOLTS 27 FT.
	500 - 7500 VOLTS 28 FT.	500 - 7500 VOLTS 28 FT.
	24000 VOLTS 30 FT.	24000 VOLTS 30 FT.
WIRES OVER R. R. SIGNAL	0 - 500 VOLTS 2 FT.	0 - 500 VOLTS 2 FT.
	500 - 7500 VOLTS 4 FT.	500 - 7500 VOLTS 4 FT.
	24000 VOLTS 8 FT.	24000 VOLTS 8 FT.

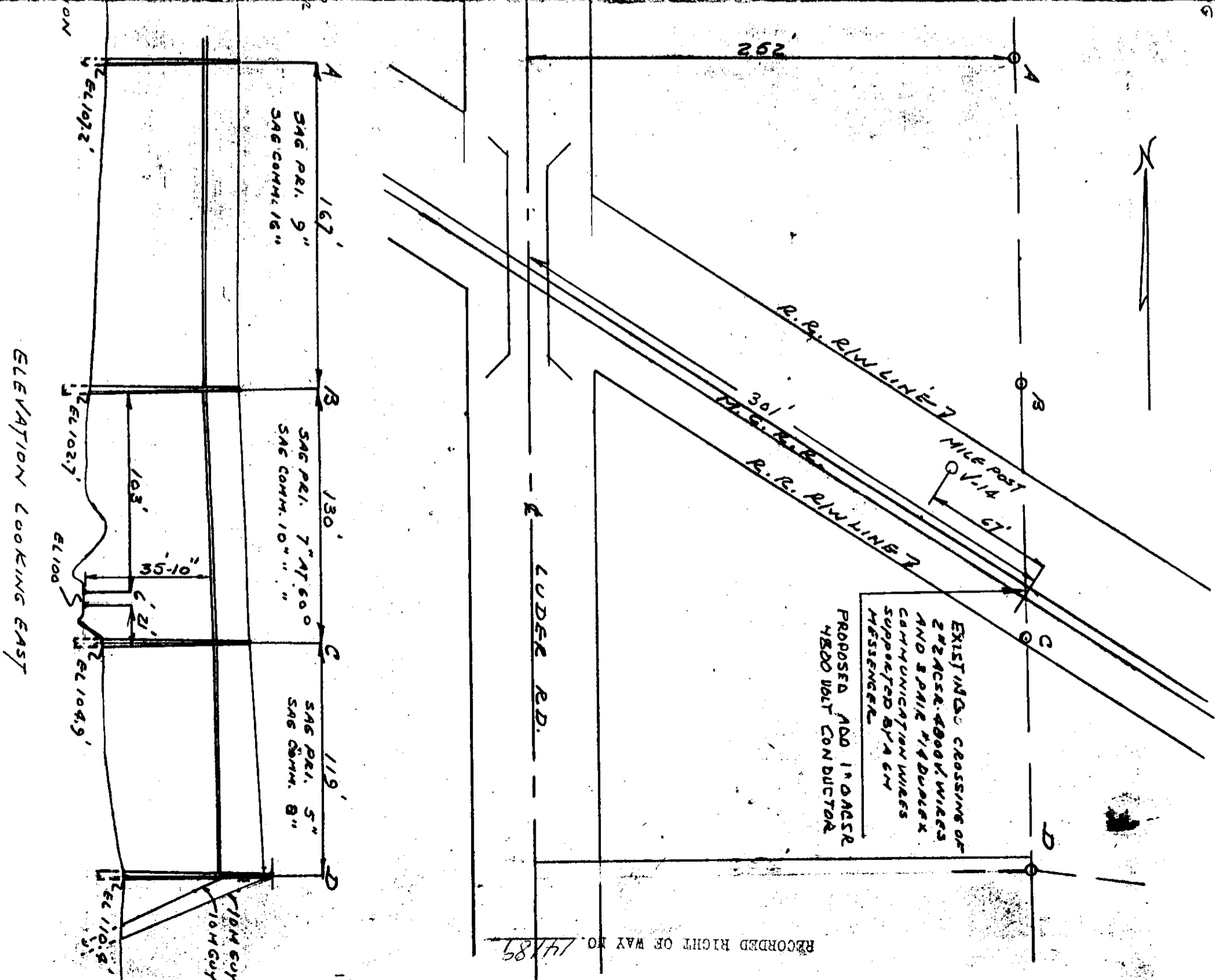
CONDUCTORS			POLES				
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
2	#2	ASR	4800	A	40'	4	PINE
3	PAIR #14	DUPLEX B. E. T. E.	4800	B-C	45'	3	CEDAE
1	#0	ASR	4800	D	50'	5	"

DRAWN BY J. WHITE ENGINEERING DIVISION DATE 2-10-47  
 ESTIMATOR C. GIKKER OVERHEAD LINES DEPT. C.A.E.O.  
 REVISION BY J. MDORE SER. PLAN CARD 4-18-91



PROPOSED  
 PROVIDE 3# SERVICE  
 TO NEW CUSTOMER

EXISTING LINE  
 EXTENSION OF PRIMARY DISTRIBUTION  
 AND COMMUNICATION TO NEW D.E. CO.  
 RADIO TOWER



STATE OF MICHIGAN

BX 3572

RC 14189



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.

14189

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. 14189.



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. 14189

<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. 4789



RIGHT OF WAY FILE NO. 14189

TUSCOLA CO.  
ALMER TWP  
T13N R9E

SEC. 34

SEC. 3

INDIAN FIELDS TWP

N. & S. LINE

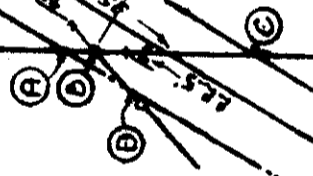
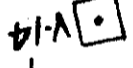
TOWNSHIP LINE 2

GILFORD ST.

70

720

VAL. STA. 716+56



**LEGEND:**  
 Existing wires covered under Agree. No. 2888-6367  
 Span A-B-C:  
 3-#2 WPX - 4800 volts  
 2-#6 WP - Street Lighting Wires  
 Span B-D:  
 3-#2 WPX - 120/240 volts

Proposed wire additions:  
 Span A-B-C:  
 3-350 MAAI - 4800 volts.

Clearance: (All wires)  
 40 ft. min. above top of rail.

REV. 10-17-56

N. Y. C. R. R. - MICHIGAN CENTRAL DISTRICT  
 OFFICE OF DIVISION ENGINEER - JACKSON, MICH.  
 MICHIGAN DIVISION - CARO BRANCH

*CARO, MICH.*  
 PLAN FOR AGREEMENT WITH  
 DETROIT EDISON CO.

SCALE: 1" = 200'  
 DRAWN BY: J.C.  
 DATE: 10-16-56  
 MC 68-125

**This Agreement,** made this **7th** day

of **February,** 19**52**, 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 3 - #2 WPK wires to carry 4800 volts and 2 - #6 WP wires to carry 3500 volts for street lighting, together with one (1) pole and its appurtenances, upon and across the right-of-way and over the track of First Party's Caro Branch, at a point about three hundred fifty-three (353') feet southeasterly of Mile Post V-14, north of Gilford Street, at Caro, in Section 34, Town 13 North, Range 9 East, Almer Township, Tuscola County, Michigan; said power line to be constructed and maintained between the points marked by the letters A-B-C upon the print from First Party's plan, designated "MC 68-125," which is hereto attached and hereby made a part hereof;**

~~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~~ <sup>any</sup> 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. 147197

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.

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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 Thirteen Dollars, Twenty-nine Cents (\$13.29) for the period February 1st, 1952 to December 31st, 1952, and the sum of Fourteen Dollars, Fifty Cents (\$14.50) per annum, beginning on the 1st day of January, 1953, and thereafter on the 1st day of each successive one (1) year period during the term and continuance of this agreement.**

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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. Miesse*  
District Engineer.

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

~~THE DETROIT EDISON COMPANY,~~.....

By *Richard H. Taylor*.....  
RIGHT OF WAY AGENT

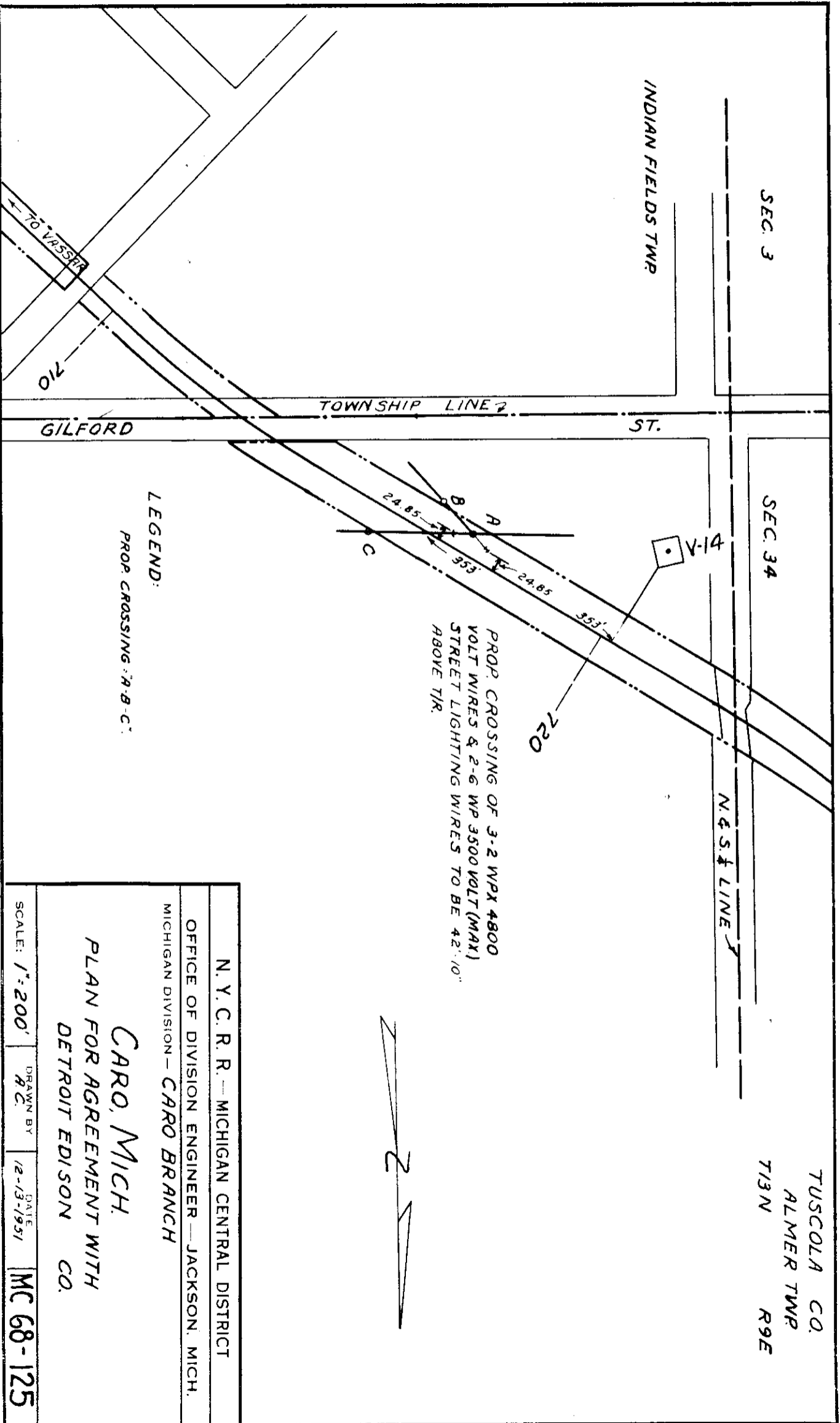
*XSH*  
*W. H. Miesse*

RIGHT OF WAY FILE No. *14189*



BRENING 84628\*

RIGHT OF WAY FILE NO. 14189



LEGEND:  
 PROP. CROSSING: A-B-C

PROP. CROSSING OF 3-2 WPX 4800  
 VOLT WIRES & 2-6 WP 3500 VOLT (MAX)  
 STREET LIGHTING WIRES TO BE 42'-10"  
 ABOVE T/R.



N. Y. C. R. R. — MICHIGAN CENTRAL DISTRICT			
OFFICE OF DIVISION ENGINEER — JACKSON, MICH.			
MICHIGAN DIVISION — CARO BRANCH			
<b>CARO, MICH.</b>			
<b>PLAN FOR AGREEMENT WITH</b>			
<b>DETROIT EDISON CO.</b>			
SCALE: 1" = 200'	DRAWN BY: H.C.	DATE: 12-13-1951	MC 68-125

RECEIVED  
MICHIGAN PUBLIC SERVICE  
COMMISSION  
JUL 7 1948

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

July 6, 1948

Permit No. ED2-8-1987  
Cancels Permit No. \_\_\_\_\_

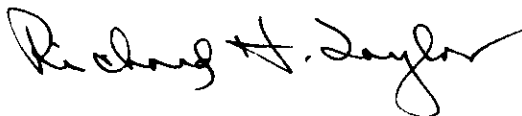
Michigan Public Service Commission  
Lansing 13, Michigan

Gentlemen:

I, Richard H. Taylor, Right-of-Way Agent, of The Detroit Edison Company, Detroit, Michigan, hereby certify that the wire crossing, covered by Wire Crossing Permit No.

ED2-8-1987, issued 10-30-47, 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,



Right-of-Way Agent


R. H. Taylor/hb

RX No. 2443

Location Twp. of Almer  
County of Tuscola

Railroad Michigan Central

Subscribed and sworn to before me this 6th day of July, A.D. 1948.

  
Notary Public, Wayne  
County, Michigan

My Commission expires  
12-8-50

July 3, 1948

RECORDED  
JUL - 9 1948  
RIGHT OF WAY DIV.

RECORDED R/W FILE NO. 4189

STATE OF MICHIGAN

Office of the Michigan Public Service Commission

SS.



I, **S. A. LUND**, Secretary of the Michigan Public Service Commission

Do Hereby Certify, That I have compared the annexed copy of **WIRE CROSSING PERMIT**

**ED2-8-1987**

with the original **Permit**

recorded in **ED2-8-1987**

and that it is a true and correct transcript therefrom, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed

the seal of the Commission, at Lansing, this **twenty-eighth**

day of **October** in the year of our Lord

one thousand nine hundred **forty-seven**

Secretary Michigan Public Service Commission

RECORDED R/W FILE NO. 14189

STATE OF MICHIGAN  
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Wire-Crossing Permit No. **ED2-8-1987**

In Re Application of **The Detroit Edison Company  
Detroit 26, Michigan**

Pursuant to Act No. 171 of the Session Laws of 1893, as amended, application having been made to Michigan Public Service Commission by said

**Detroit Edison Company**  
for permission to string wires across the tracks of the

**Michigan Central Railroad(N.Y.C.R.R. Co. Lessee)**  
and said

**Detroit Edison Company**  
having conformed to the Commission's rules governing the filing of notices and issuing of permits for the construction of electrical lines and said rail **road** company having waived the right of notice and hearing provided for in said act

THEREFORE, It is ordered that said

**Detroit Edison Company**  
be permitted to string the following described wires across the tracks of said railroad at the following described place:

**Township of Almer  
County of Tuscola  
Michigan**

**In private property, 301 ft. southeast of  
Luder Rd., in the SE $\frac{1}{4}$  of Section 34, with  
2 - #2 ACSR wires, 4800 volts  
3 pr. #14 Duplex B.E. Co. Telephone wires  
on 6N strand.**

as indicated on the attached plans, when, as and if approved.

At the point of crossing said wires shall be constructed in accordance with this Commission's rules and regulations.

Given under our hands and the Official Seal of this  
Commission at the City of Lansing, State of Mich-  
igan, this **28th** day of  
**October** A. D. 19 **47**  
MICHIGAN PUBLIC SERVICE COMMISSION  
By

**STUART B. WHITE**  
Chairman,

**S. L. MARSHALL**  
Commissioner,

**H. L. WOOLFENDEN**  
Commissioner,

Commissioner.

Commissioner,

(SEAL)

Countersigned

**S. A. LUND**  
Secretary

RECORDED R/W FILE NO. ~~4189~~

PROPOSED LINE CROSSING OVER THE MICHIGAN CENTRAL R.R. EXISTING PERMIT NUMBER 15111-2553

IN PROPT. 301.5 E. OF LUDER RD AND 67 1/2 W. W. 1/4 CITY OF NEW LANSING, MICH. SECTION 34 S. E. 1/4 TOWNSHIP ALMEDA T 13 N R 2 E COUNTY TASCALA

NOTES

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

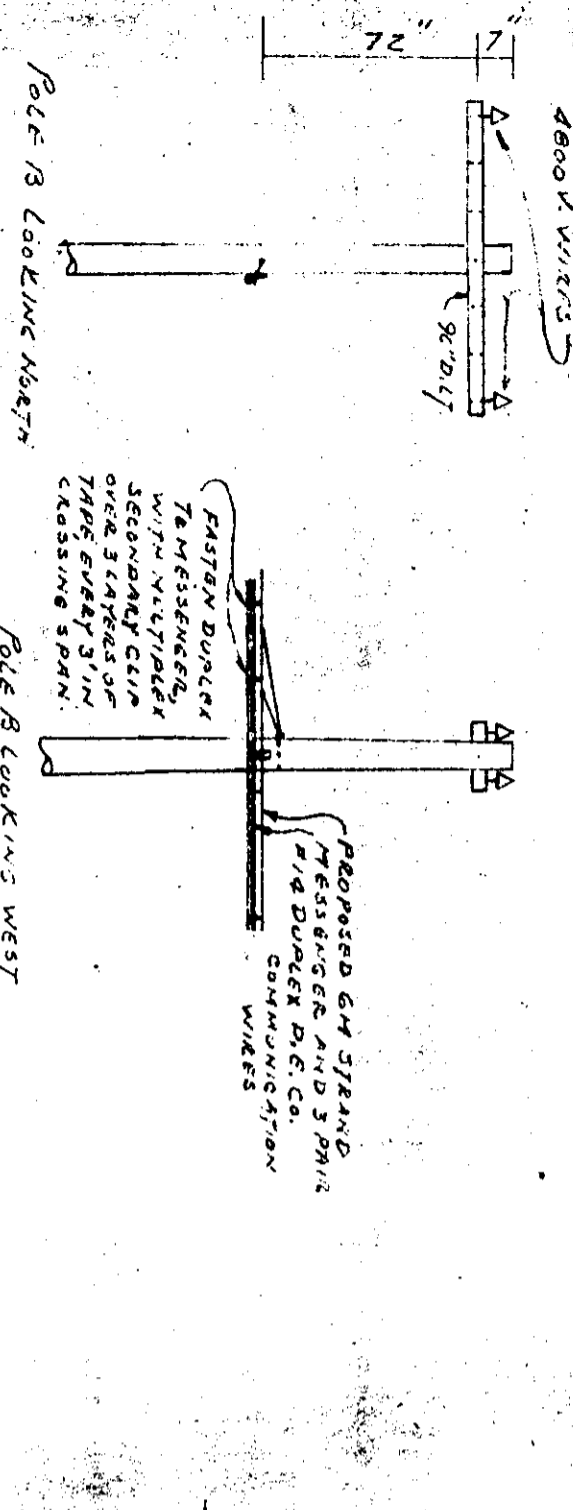
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

NEAREST POLE TO RAIL	7 FT.
MAIN LINE	12 FT.
WIRE OVER TRACKS	0 - 500 VOLTS 27 FT. 500 - 7500 VOLTS 28 FT. 24000 VOLTS 30 FT.
WIRE OVER R. R. SIGNAL	0 - 500 VOLTS 2 FT. 500 - 7500 VOLTS 4 FT. 24000 VOLTS 8 FT.

CONDUCTORS		POLES					
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
2	#2	ACSR	4800	A	40'	A	WINE
				3 PAIR #14 DUPLER DET. 18'	45'	B	CEOC
					45'	C	"

DRAWN BY L. WHITE ENGINEERING DIVISION DATE 9-10-47  
ESTIMATOR C. GILKEL OVERHEAD LINES DEPT. CARO



APPROVED

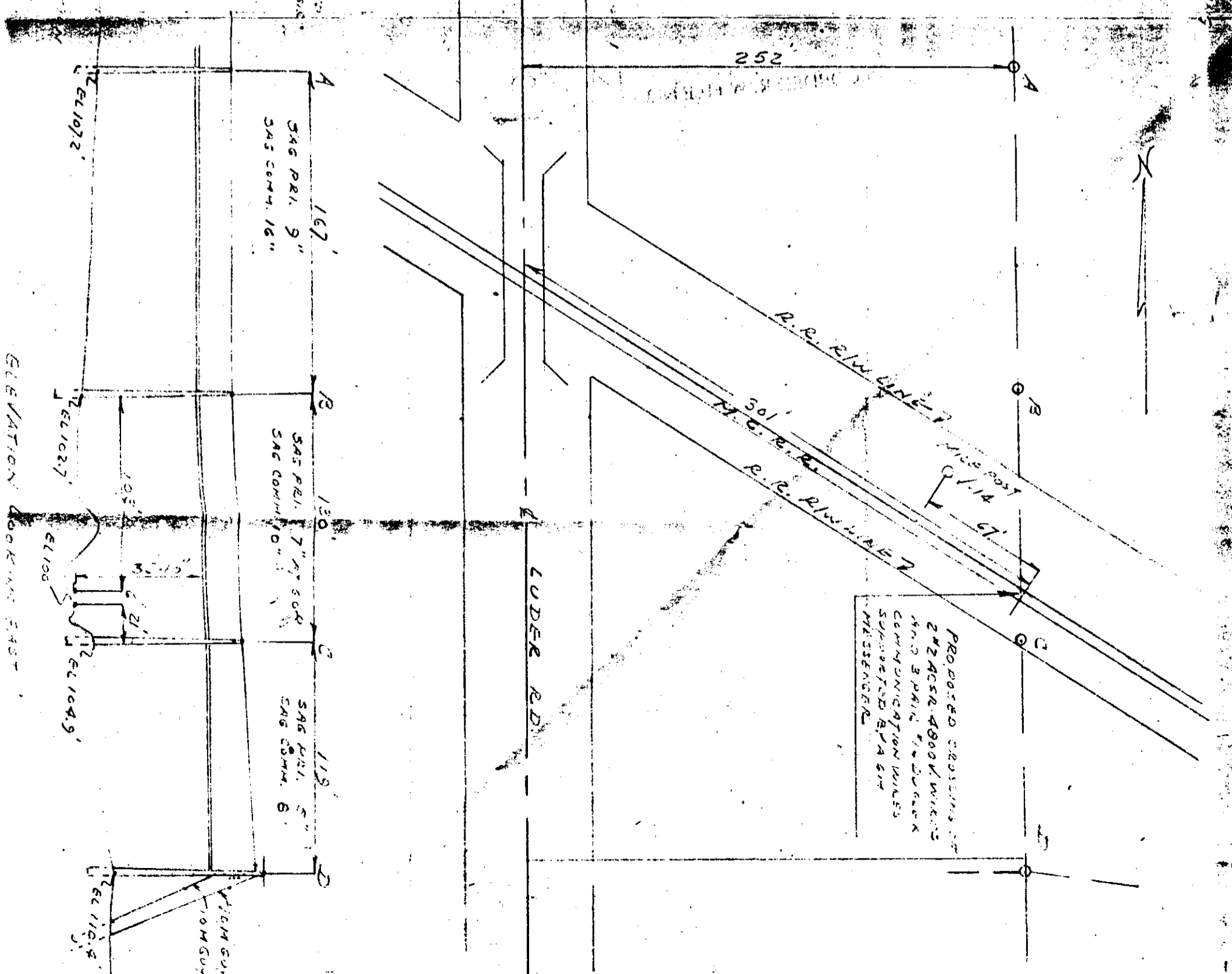
FOR

MICHIGAN PUBLIC SERVICE COMMISSION

CHIEF ENGINEER

FILE NO. S. 1927 DATE 10/27/47

PURPOSE OF LINE  
EXTENSION OF PRIMARY DISTRIBUTION AND COMMUNICATION TO NEW RADIO TOWER



THE DETROIT EDISON COMPANY

RX 2443

PROPOSED LINE CROSSING OVER THE MICHIGAN CENTRAL R.R. EX. 114 PERMIT NUMBER NEW CROSSING  
IN PROPERTY 3015 E. OF LUDER RD AND 73 E. MICHIGAN V-14 CITY OF NAGYORHONY OF CANO  
SECTION 34 S.E. 1/4 TOWNSHIP ALMER T34N R 2E COUNTY JASCADA

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.

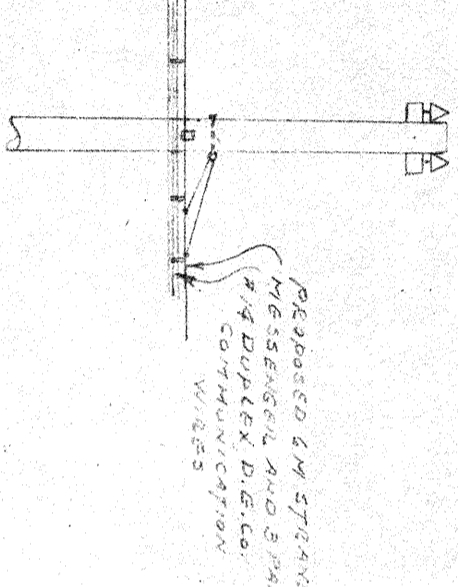
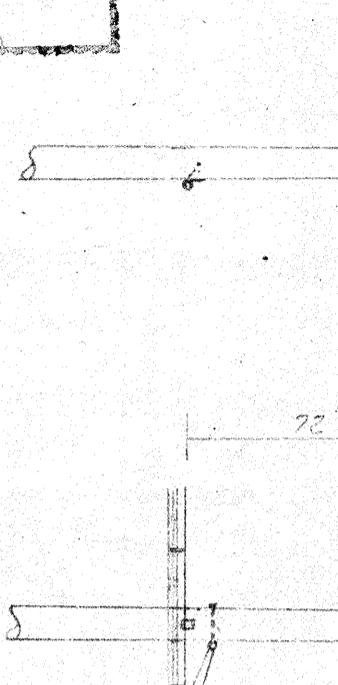
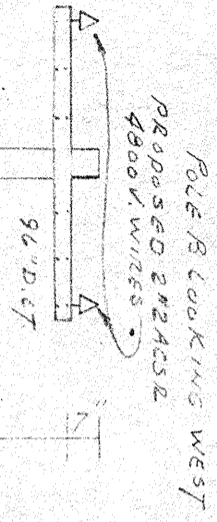
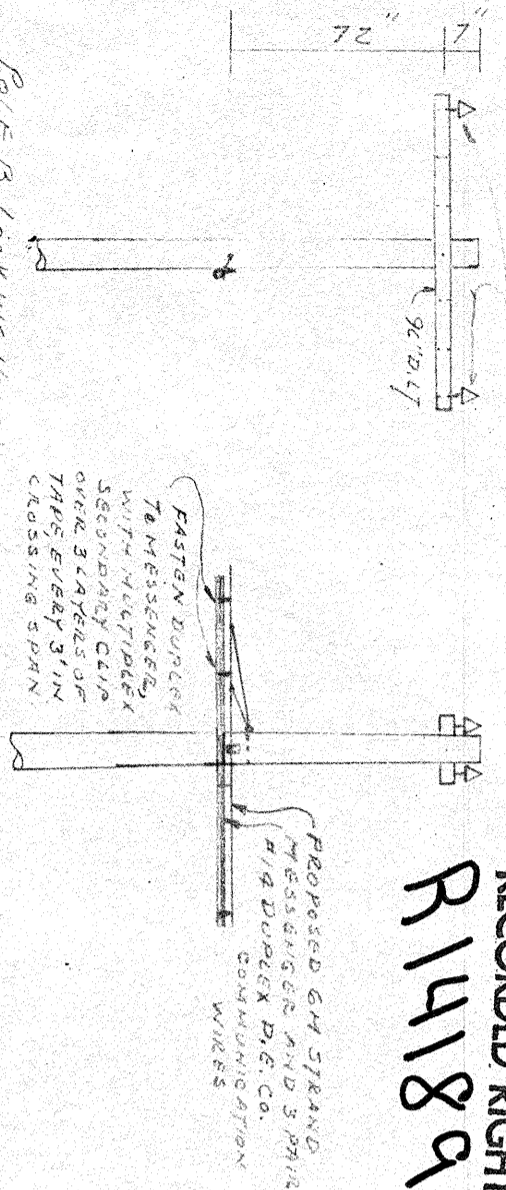
MINIMUM CLEARANCES

NEAREST POLE TO RAIL	SIDING	MAIN LINE
	7 FT.	12 FT.
WIRES OVER TRACKS	0 - 500 VOLTS 27 FT. 500 - 7500 VOLTS 28 FT. 24000 VOLTS 30 FT.	
WIRES OVER R. R. SIGNAL	0 - 500 VOLTS 2 FT. 500 - 7500 VOLTS 4 FT. 24000 VOLTS 6 FT.	

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
2	#2	ACSR	4800	A	40'	4	POLE
				B	45'	3	CEBR
				C	45'	3	CEBR
				D	45'	5	"

DRAWN BY J. WHITE ENGINEERING DIVISION DATE 9-10-47  
ESTIMATOR G. GILBERT OVERHEAD LINES DEPT. CARD

RECORDED RIGHT OF WAY  
R 14189



APPROVED  
FOR  
MICHIGAN PUBLIC SERVICE COMMISSION  
CHIEF ENGINEER  
DATE 10/27/47

EXTENSION OF PRIMARY DISTRIBUTION AND COMMUNICATION TOWER D.E. CO. RADIO TOWER  
PURPOSE OF LINE

