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)

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FREQ	INVOICE	CITY/TWP	PROJECT	PAY DATE	CROSSING	TYPE		RC FILE	RENT
мрот	01		,						
A :	AAA3857 00008961 0000963 0000964 00003870 00013803 0001165 0001238 00011842 00012359 00012359 00023564 00023559 00023559 00023559 00033118 00033118 00033254 00033399 00033399 00033446 00033599 0003446	TUSCOLA HOWELL GENOA GENOA NORTHFIELD HAMBURG GENOA HOWELL HAMBURG NORTHFIELD HOWELL ANN ARBOR NORTHFIELD HOWELL HOWELL NORTHFIELD HOWELL HOWELL HOWELL HOWELL HOWELL ANN ARBOR NORTHFIELD HOWELL ANN ARBOR NORTHFIELD HOWELL ANN ARBOR NORTHFIELD ANN ARBOR NORTHFIELD ANN ARBOR NORTHFIELD ANN ARBOR NORTHFIELD ANN ARBOR COHOCTA GENOA ALMER ALMER	BA99817 BA99887 BA99889 BA99889 BA99889 BA99889 BA298754 BA27937 BA27937 BA28032 BA28032 BA28167 BA28167 BA282824 BA282824 BA2828334 BA283345 BA283345 BA28446 BA28463 BA28463 BA28463 BA28463 BA28463 BA28463 BA28463 BA28463 BA1464	06/22/77 10/05/54 02/01/39 06/01/39 12/01/39 12/01/39 12/01/39 12/01/43 06/01/48 07/01/50 06/18/58 05/13/57 04/20/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65 08/17/65	19146 19284B 19284D 20566 19366 19367 193627	3311112231111133131111111421111131314111	300' N/UTTER-65' E/COTTRELL 26-313' N MS9 AND 700' E OF BYRON SEC 33 257FTOFMP660NEMILESOFCHILSON SEC 6 QUARTERMILEOFLAKELAND SEC 33 303FTSOFMP51 SEC 05 HAMBURGRDANDANNARBORRDEASTOF OCC 21001 S OF BECK ROAD SEC 25 843FTNWOFSTRAWBERRYLAKERDWOFHALL SEC 6 SOFGRANDRIVERBETCHILSONANDHOWELL SEC 23 132FTN HENDERSON 1400FTE BYRON RD SEC 26 165FTN HIGHLAND RD SEC 9 SWARTHOUT AND CHILSON RDS SEC 28 295FTN OFNORTHFIELDCHURCHRDS MP52 35 PP 175'S RIDDLE & 410'W ALG SEC 15 485FTSTRAVERS &347FTW NIXON RD SEC 22 VICDRESSRD PETTYRD GIRARDDR, 4RX'S SEC 6 1725FTSF 8 MI 550FTW US23 SEC 36 310FTE NATIONAL 215FTS SUTTON SEC 5 20FTN ESHOREDR 480FTW WHITMORELAKE SEC 5 N OF WHITMORE LAKE ROAD SEC 14 250FT S OF BARRON SEC 175FTS MARRD 1300FTW OAKGROVE RD SEC 9 LONGN AND S PONTIAC TRAIL SEC 33 2550 FTS OFNORTHFIELDCHURCH E0FU2 SEC 9 LONGN AND S PONTIAC TRAIL SEC 33 2550 FTS OFNORTHFIELDCHURCH E0FU2 SEC 9 LONGN AND S PONTIAC TRAIL SEC 33 2550 FTS OFNORTHFIELDCHURCH E0FU2 SEC 9 LONGN AND S PONTIAC TRAIL SEC 3100FTW OF ARMOND RD SEC 21 EAST OF KRESS RD SEC 23 100FTW OF ARMOND RD SEC 26 105FT SE WEST ST & BOWER ST SEC 6 1-96 AND LUCY ROAD SEC 7 354 FT SE BECK 3300FT W CHILSON SEC 21 200FT NW PLYMOUTH ANN ARBOR RD SEC 1165FTE OAKGROVE & 385FTN MP 84 SEC 7 635FT S. BECK RD SEC 34 N OF GILFORD ST (95921-3) S OF LUDER RD (7448717)	23045 230472 106727 10727 132419 110784 297093 1103834 120367 111332 123117 18730 268312 233290 24383 244793 247795 26403 26403 27756 26403 27756 26403 27756 26403 277756 26403 277756 26403 277756 21166	\$75555665555555566666666666666666666666
	0570856	INDIANFLD	B11465	05/10/30	2021	1	S OF FRANK STREET (69195-9)	10712	7 5

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)

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			PAY					
FREQ	INVOICE	CITY/TWP	PROJECT DATE	CROSSING	TYPE	DESCRIPTION	RC FILE	RENT
			/					
A	0570857	INDIANFLD	BT1466/, 06/28/39		1	S OF COURT STREET (69195-8)	10728	75 -
	0570864	COLUMBIA	BT1473// 03/18/52		1	S OF DICKERSON AT COLLING (72879-2)	14295	75
	0570914	COLUMBIA	BT1052 06/19/50		1	NEAR, HUTCHINSON (04899-1 & 135-079)	12954	75 -
1	0570935	MILLINGTON	BT2965 01/01/62		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 52 75 75 75
	0570970	DENMARK	BT1883/ 07/20/38	XING	1	NW WATERMAN RD. (70290-5)	10571	79
	0570979	JUNIATA	BT1875 04/21/41		1	W.OF RINGLE RD (77687-2)	11009	75 -
	0571006	VASSAR	BT9798/ 12/12/49		1	N OF GRANT ST. (93921-1)	12757	87 75-
	0571007	DEARBORN	BD9799 10/01/56		1	S OF CASS STREET (91857-7)	18554	75 .
	0571008	VASSAR	BT9800 07/01/68		1	E OF SHERMAN & S OF HURON (69197-2)	10169	75 -
	0571009	VASSAR	BT9801 08/19/49		3	18-E OF BIRCH ST. (91857-6)	12647	75
	0571014	JUNIATA	BT9805 10/09/48		1	W OF FENNER RD. (77687-3)	11773	75-
	0571043	INDIANFLD	BT9827/ 02/28/72		3	10 E OF COLLING RD (168-893)	16593	75- 75- 75- 75- 75-
	0571044	INDIANFLD	BT9828/ 08/30/54	3037 ,	2	E OF GRAF S OF CARO (105312)	16776	85-
	0571054	JUNIATA	BT9838 06/01/55		1	29-E OF HIGGINS N OF SANILAC (107-550)	17203	85- 75- 87- 95- 75-
	0571066	VASSAR	BT9467/, 01/01/56		1	SEC 32 137FTNOFSWAFFERRD	17687	87 -
	0571076	INDIANFLD	BT9459/_ 09/01/56		1	3-E OF ROBERT S OF GREEN (113-150)	18553	95
	0571098	INDIANFLD	BT9437/, 06/01/58		3	S OF CARORD E OF HANDY (118042)	19912	75 -
	0571106	INDIANFLD	BT9660 🗸 06/01/58		3	W OF GRAF (118-552)	19959	385 -
	0571133	INDIANFLD	BT9781 02/01/61		3	M81-S OF DIXON (125-721)	20854	269 .
	0571137	INDIANFLD	BT9785/, 03/01/61	3485	3	AT WAHJAMEGA (126-900)	21036	1 26
	0571150	JUNIATA	BT1688/ 11/01/62		1	76' W. OF SANILAC 900' W. OF HIGGINS	21799	49
	0571187	COLUMBIA	BT1719 / 02/01/65		_ 1	SEC 22 DICKERSON RD 1350FT E COLLING	23037	>KT
	0571194	INDIANFLD	BT1712/ 01/20/66		4	VS 613 PLUS 00 AT CARO (141-981)	23594	150°
	0571197	MILLING	BT1710 04/22/66		3	N OF MILLINGTON (142-587)	23730	75
	0571817	INDIANFLD	BT9327/ 02/28/72		2	09 34' W COLLING 2470' N OF DIXON RD	28045	112
	12746	HAMBURG	BA2796 01/20/14		1	SEC 26 338' & 427' E OF MERRILL	12746	· · · 1·0·
	5719722	INDIANFLD	BT9683V 10/03/75	UGL	2	9-DIXON TO COLLING (202-381)	30278	244

*TOTAL RR_CODE 01

4980



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

RC 14295

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:

Enclosure

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

373-6494

RECORDED RIGHT OF WAY NO. 1421



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,

Davia C Casarge

David G. LaBarge

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

/ss

Agreement Number					
174-687	Cancelled	on	September	6,	1978
77687-4	Cancelled	on	September	6,	1978

Has not been paid except initially in 1965.

Agreement Number	Month Due	<u>1985</u> Payment Status
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	n
118042	June	n
107-550	June	11
69195-8	June	н

Agreement Number Cont'd.	Month Due	1985 Payment Status
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

1M 12-51 O P CO

This Agreement,

made this

1912

day

of many

, between THE NEW YORK CENTRAL RAILROAD

COMPANY, Lessee of the Michigan Control Infliend,

hereinafter called First Party, and THE BETROIT EDINGS COMPANY, a New York componenties, (address: 2000 Second Avenue, Detroit 26, Michigan,)

hereinafter called Second Party,

Thirty (\$30.00) dollars to it paid by Second Party, the receipt whereof is hereby acknowledged, hereby licenses and permits, but without warranty, the Second Party, upon condition that Second Party faithfully keep and perform the covenants and agreements herein provided to be kept and performed by Second Party, and not otherwise, to construct, mintain, operate and use a power line, consisting of 3 - 22 MGH wires to carry 1000 volts, over and across the right-of-way and tracks of First Party's Caro Branch, at track station 1143 and Blakerson Band, at Celling, Tuescala County, Hieringan; said power line to be constructed and mintained between the points marked by the letters A and B upon the print from First Party's plan, designated "If 66-165," which is herete 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 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.

MENUMENTES Second Nirty hereby agrees to pay to First Party, upon presentation of bills, the sum of Hight Dollars, Thirty-three Cents (\$5.33) for the period March lat, 1952, to Recember 31st, 1952, and the sum of Tem Dellars (\$10.00) per summer, beginning on the lat day of dummary, 1953, and thereafter on the lat day of each successive one (1) year period during the term and centimence of this Agreement.

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

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

THE NEW YORK CENTRAL RAILROAD COMPANY,

Approved.

W.H. Misse

District Engineer.

By Real Estate and Tax Agent.

THE METROLY MARKET COMPANY,

RIGHT OF WAY AGENT

Shops of the same of the same

RIGHT OF WAY	RIGHT OF WAY FILE No. 14 295
·	TUSCOLA CO., MICH. COLUMBIA TWP. SECTION 27. TIAN, R. 9E.
+ 5 p l l	
66. 1140 R	1150
Note: Proposed Power Lina Crassing to consist of 3- 2 ACSR wires to carry 4800 volts. Elevation 34-11 above top of rail. Sag 8 at 60%.	
NOSA	
737310	N. Y. C. R. R.—MICHIGAN CENTRAL DISTRICT OFFICE OF DIVISION ENGINEER — JACKSON, MICH. MICHIGAN DIVISION— CARO BRANCH
	COLLING, MICH. PROPOSED POWER LINE CROSSING FOR THE DETROIT EDISON COMPANY.
Froposed FowerLine Crossing marked A-B	SCALE: 1"=200" DRAWN BY FEB. 12/952 MC 68 - 165

RIGHT OF WAY FILE No. 14 395

CMB. 81



THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT 26. MICHIGAN

February 14, 1952

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Michigan Central Railroad in the Village of Colling, N.W. 1/4 of Section 27, Columbia Township, Tuscola County, T-1AN, R-9E.

3 #2 ACSR - 4800 volt wires over the tracks of the Michigan Central Railroad located in private property 180' S. of the centerline of Dickerson 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.
Weiver of hearing by the Railroad Company is covered by blanket waiver.
This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. dated
This is a new crossing.
Reference number of construction frewing is RX- 2845

N.Y.C.System Waiver of Hearing dated 2/13/52

Permit No. ED2-8-2971

February 15,(1952 Date

Acting Director of Public Utilities

✓ Check in square indicates statement applicable.

Yours very truly,

R. H. Taylor Right of Way Agent

Ву

NEW YORK CENTRAL SYSTEM

R. B. RICE REAL ESTATE AND TAX AGENT RIGHTS OF WAY
DEPARTMENT

DETROIT 16, MICH.

February 13, 1952

The Detroit Mison Gospany, 2000 Second Avenue, Detroit 26, Michigan.

> Atts Mr. R. H. Taylor Right-of-May Agent

Goutlement

Referring to year application of Jennary 90th, for permission to string three #2 4800-velt wires ever this Company's right-of-way and tracks at a point about 180 feet south of the center line of Dickerson Read and approximately 1300 feet east of Colling Read, in the Village of Colling, Tuscola County, Michigan, as shown on your Flan NX-2845:

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

Insumeh as these wires will eross over our private right-ofway, our usual agreement will be prepared and submitted to you for execution in due course.

The form of the months of the Section of the Sectio

THE NEW YORK CHITTAL RAILHOAD COMPANY, Lesson of the Michigan Control Railroad,

Roal Estate & Tax Agent

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