

**Detroit  
Edison**

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

September 1, 1995

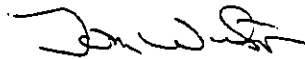
Mr. Ronald W. Adams  
Railroad Real Estate  
Michigan Department of Transportation  
3rd Floor, N. Ottawa Tower  
425 West Ottawa  
P.O. Box 30050  
Lansing, Michigan 48909

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 16593

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	75
	0000961	GENOA	BA9987	02/01/39	1264D	1	SEC 6 QUARTERMILEEFLAKELAND	10672	75
	0000963	NORTHFIELD	BA9988	06/01/39	2023	1	SEC 33 303FTSOFMP51	10727	75
	0000964	HAMBURG	BA9989	12/01/39	1566	1	SEC 05 HAMBURGDANDANNARBORRDEASTOF 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 843FTNWOFSTRAWBERRYLAKERDWOFFHALL	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	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	75
	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	75
	0002459	HAMBURG	BA2803	05/13/57	OCCPT	3	SEC 22 VICDRESSRD PETTYRD GIRARDDR,4RX'S	18730	75
	0002562	NORTHFIELD	BA2805	04/20/65	3384A	1	SEC 6 1725FTSF 8 MI 550FTW US23	23150	75
	0002898	HOWELL	BA2812	05/09/73	1265F	3	SEC 36 310FTE NATIONAL 215FTS SUTTON	26831	75
	0002948	NORTHFIELD	BA2813	08/31/65	OCCPT	1	SEC 5 20FTN ESHOREDR 480FTW WHITMORELAKE	23312	75
	0003117	NORTHFIELD	BA2816	08/17/65	OCCPT	1	SEC 5 N OF WHITMORE LAKE ROAD	23292	75
	0003118	HOWELL	BA2817	08/17/65	OCCPT	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	75
	0003308	ANN ARBOR	BA2824	11/01/67	OCCPT	1	SEC 9 LONGN AND S PONTIAC TRAIL	24793	75
	0003314	NORTHFIELD	BA2825	12/05/67	3819	4	SEC 33 2550 FTS OFNORTHFIELDCHURCH EOFU2	24835	75
	0003324	ANN ARBOR	BA2826	02/16/68	3820A	2	SEC 9 400FT NW DHU VARREN	24923	75
	0003385	NORTHFIELD	BA2828	01/23/69	3977	1	SEC 6 1320FTS 8 MILE 1300FTW WHITMORE	25484	75
	0003399	ANN ARBOR	BA2829	03/19/69	875B	1	SEC 16 40FTS DHUVARREN 2670 FT	25586	75
	0003416	HAMBURG	BA2831	06/23/69	OCCPT	1	SEC 21 EAST OF KRESS RD	25776	75
	0003437	HOWELL	BA2833	09/24/69	2166A	1	SEC 23 100FTW OF ARMOND RD	27756	75
	0003443	HOWELL	BA2834	10/06/69	1449B	3	SEC 36 105FT SE WEST ST & BOWER ST	26007	75
	0003446	GENOA	BA2835	10/22/69	4023	1	SEC 6 I-96 AND LUCY ROAD	26048	75
	0003498	GENOA	BA2838	08/05/70	4111	3	SEC 7 354 FT SE BECK 3300FT W CHILSON	26403	75
	0003577	ANN ARBOR	BA2843	06/11/71	4203A	1	SEC 21 200FT NW PLYMOUTH ANN ARBOR RD	26834	75
	0003608	COHOCTA	BA2844	02/01/72	4090	4	SEC 1165FTE OAKGROVE & 385FTN MP 84	27753	75
	0003624	GENOA	BA2846	03/20/72	4227	1	SEC 7 635FT S. BECK RD	27754	75
	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 16593

RR30975  
 CORPORATE REAL ESTATE  
 LIST OF ALL PAYABLE R/W OR RAILROAD LEASES AGREEMENTS  
 HAVING PAYMENT FREQUENCIES OF A-Q-F-T-M OR S  
 AS OF (02/25/94)

*changed  
9-1-95*

FREQ	INVOICE	CITY/TWP	PROJECT	PAY DATE	CROSSING	TYPE	DESCRIPTION	RC FILE	RENT
A	0570857	INDIANFLD	BT1466✓	06/28/39	XING	1	S OF COURT STREET (69195-8)	10728	75
	0570864	COLUMBIA	BT1473✓	03/18/52	2845	1	S OF DICKERSON AT COLLING (72879-2)	14295	75
	0570914	COLUMBIA	BT1052✓	06/19/50	2671A	1	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

RECORDED RIGHT OF WAY 16593

STATE OF MICHIGAN

BX 352

RC 16593



JAMES J. BLANCHARD, GOVERNOR

**DEPARTMENT OF TRANSPORTATION**

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

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

JAMES P. PITZ, DIRECTOR

February 7, 1985

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

Dear Mr. Sundstrom:

Penn Central Corporation Purchase

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

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

Your cooperation would be most appreciated.

Sincerely,

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

Enclosure

373-6494

RECORDED RIGHT OF WAY NO. 16593

**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.

16593

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	"

REFERRED RIGHT OF WAY NO. 16593

Page Two

<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. 16593

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

June 15, 1972

TO RECORDS CENTER:

Attached is fully executed copy of agreement ~~XXXXX~~ from:

Penn Central Transportation Company Railroad File No. DE-074

Facilities Covered:

One No. 0 AWA neutral shield wire, Three No. 000 ACSR 40,000-volt wires and Three No. 000 ACSR 13,200-volt wires. (Span B-C)

Specific Location:

In private property at a point approximately 230 feet East of the center line of Colling Road and 52 feet Northeast of Mile Post V-12, 1/2 mile South of the Village of Caro.

R. R. Valuation Station 615 + 10+ Mile Post 64' N of MP 0-21/12-V

City/Village \_\_\_\_\_ Township Indianfield NW 1/4 of Sec. 10

County Tuscola Detroit Edison Plan No. RX-3007B

Agreement/~~XXXXX~~ Date Feb. 28, 1972 R. R. Plan No. Used DECo. Plan

Preparation Fee \$100.00 Annual Rental \$100.00 commencing Feb. 1, 1972

Supersedes and Cancels Agreement dated 8-23-54 and R/W No. XXXXXXXXXXXXXX  
Supplement dated 8-1-55

Attached Agreement is to be made a part of R/W 16593

Attached Grand Trunk Western Railroad Permit No. \_\_\_\_\_ to be made a part

REFERRED TO \_\_\_\_\_  
of R/W No. 9064.

RECORDS CENTER

RECEIVED JUL 12 72  
TICKLER MADE  
CLASSIFIED

8-16-72

*Q Evans*

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

HB:dmk

RECORDED RIGHT OF WAY NO. 16593  
*16593 added 8-1-55*





**PENN CENTRAL**  
PENN CENTRAL TRANSPORTATION COMPANY  
Room 601 6 PENN CENTER PLAZA  
PHILADELPHIA, PENNSYLVANIA 19104

I. W. GAMBLE

*ps*

JUN 12 1972

R/E & R/W DEPT:

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

DATE: June 8, 1972

FILE: DE-074

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

ATTENTION: Mr. I. W. Gamble

GENTLEMEN:

ATTACHED, FOR YOUR RECORDS, IS FULLY EXECUTED COPY OF AN AGREEMENT BETWEEN YOUR Company AND OUR COMPANY DATED 2-28-72, COVERING three (3) 40,000 volt power wires, three (3) 13,200 volt power wires and one (1) shield wire at V.S. 615+10+, Caro, Michigan.

VERY TRULY YOURS,

*C. E. Defendorf*  
C. E. DEFENDORF  
CHIEF ENGINEER

ENCL.

RECORDED RIGHT OF WAY NO. 16593

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

May 25, 1972

Railroad File No. DE-074

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

Dear Sir:

We are returning agreement/~~XXXXX~~ in duplicate, covering our facilities over your tracks and/~~XX~~ right of way as shown on our Plan RX-3007B (Span B-C) and located as follows:

In private property East of the center line of Colling Road and Northeast of Mile Post V-12 and 1/2 mile South of The Village of Caro.

R.R. Val. Sta. - 615 + 10+      52' NE of MP V-12  
City/Village \_\_\_\_\_ Township, Indianfields  
County Tuscola      The agreement/~~XXXXX~~ has been signed for our Company.

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

Yours very truly,

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

HB:dmk

16593

RECORDED RIGHT OF WAY NO. 16593



**PENN CENTRAL**  
PENN CENTRAL TRANSPORTATION COMPANY  
ROOM 600 6 PENN CENTER PLAZA  
PHILADELPHIA, PENNSYLVANIA 19104

I. W. GAMBLE

*IG*  
MAY 8 1972

*JB*  
MAY 8 DEPT:

CHIEF ENGINEER

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Mich. 48226

Attention: I. W. Gamble

DATE: May 4, 1972

FILE: DE-074

*ok to proceed*

GENTLEMEN:

ATTACHED, IN DUPLICATE, IS PROPOSED AGREEMENT DATED 2-28-72 BETWEEN  
YOUR Company AND OUR COMPANY COVERING three 40,000 volt power wires, three  
13,200 volt power wires and one shield wire at V.S. 615 + 10<sup>+</sup>, Caro, Mich.

PLEASE ARRANGE TO HAVE BOTH COPIES EXECUTED AND RETURN TO THIS OFFICE FOR  
SIMILAR HANDLING BY OUR COMPANY. A FULLY EXECUTED COPY WILL BE SENT TO YOU IN  
DUE COURSE FOR YOUR RECORDS.

YOUR DRAFT, IN THE AMOUNT OF \$ 100.00 TO COVER THE PREPARATION OR CONSID-  
ERATION FEE UNDER THIS AGREEMENT IS TO BE FORWARDED WHEN BOTH COPIES OF THE AGREE-  
MENT ARE RETURNED BY YOU.

YOU WILL BE BILLED FOR ANY ANNUAL CHARGES INVOLVED.

VERY TRULY YOURS,

*C. E. Defendorf*  
C. E. DEFENDORF,  
CHIEF ENGINEER

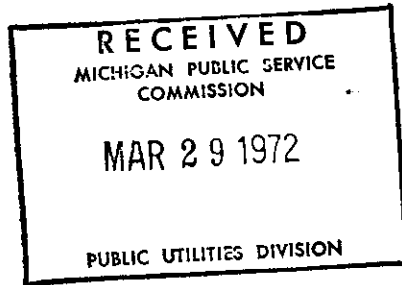
ENCL.

RECORDED RIGHT OF WAY NO. 16593

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

March 28, 1972



Michigan Public Service Commission  
Lansing Michigan

Gentlemen:

I, C. Gilkey - Office Supervisor - Transmission & Distribution Dept.  
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the  
wire crossing, covered by Wire Crossing Permit No. ED2-8-7015,  
issued 3-20-72, 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,

A handwritten signature in cursive script, appearing to read "Charles C. Gilkey".

RX No. 3007B (Span B-C)

Location Indianfields Twp.  
1/2 mile S of the Village of Saco  
Tuscola County

Railroad Penn Central

52' NE of the MP V-12  
R.R. File No. NO-DE-074  
R.R. Val. Sta. 615 + 10+

Subscribed and sworn to before me this

28th day of March, 19 72.

A handwritten signature in cursive script, appearing to read "Ivan W. Gamble".

Ivan W. Gamble  
Notary Public, Wayne  
County, Michigan.

My Commission expires February 11, 1973

RECORDED RIGHT OF WAY NO. 16593

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\*\*\*\*\*

Railroad Wire-Crossing Permit No. ED2-8-7015

The Detroit Edison Company (Applicant) has filed an application pursuant to Act 171, P.A. 1893, as amended, for permission to string wires across the tracks of the Penn Central (Railroad).

Applicant has conformed with the filing procedures of Commission Order No. 1868 and the Railroad has waived the right of notice and hearing provided for in Act 171.

THEREFORE, IT IS ORDERED that Applicant be permitted to string wires across the tracks of the Railroad as indicated on the attached plans and described as follows:

Township of  
Indianfield  
  
County of  
Tuscola  
  
State of  
Michigan

**Span B-C**  
Crossing of one (1) 40 KV, 60 Hz, 3 phase, 3 wire, subtransmission circuit and one (1) 13.2 KV, 60 Hz, 3 phase, 4 wire, distribution circuit, on wood poles, with one (1) shield wire, located in private property at a point approximately 230' east of center line of Colling Road, 64' north of Mile Post 0-21/12-V, Railroad Val. Sta. 615+10+, 1/4 mile south of village of Caro, in NW 1/4 of Section 10, T12N, R9E  
3 - #3/0 ACSR (6/1) phase conductors - 40 KV  
3 - #3/0 ACSR (6/1) phase conductors - 13.2 KV  
1 - #1/0 AWA neutral conductor/shield wire

Per Drawing RX-3007B

RECORDED RIGHT OF WAY NO. 16593

At the point of crossing, the wires shall be installed in full accordance with Commission Order No. 2334.

MICHIGAN PUBLIC SERVICE COMMISSION

( S E A L )

DATED: **March 20, 1972**

Earl B. Klomparens  
Its Secretary

Willis F. Ward  
Chairman

Lenton G. Sculthorpe  
Commissioner

William R. Ralls  
Commissioner

STATE OF MICHIGAN SS.  
Office of the Michigan Public Service Commission

I, Earl B. Klomparens, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of **Railroad Wire Crossing Permit**  
No. ED2-8-7015

RECORDED RIGHT OF WAY NO. 16593

with the original, 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 **twentieth** day of **March** in the year of our Lord one thousand nine hundred **seventy-two**

*Earl B Klomparens*  
Secretary

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

January 28, 1972

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 **Penn Central Railroad** approximately 1/2 mile south of the Village of Caro in the NW ¼ of Section 10 Indianfield Township, Tuscola County, T-12N, R-9E.

Span B - C

One #0 AWA neutral shield wire, three #000 ACSR 40,000 volt wires and three #000 ACSR 13,200 volt wires over the tracks of the Penn Central R.R. located in private property at a point approximately 230' east of the centerline of Colling Road and 52' northeast of Mile Post V-12.

Railroad Val. Sta. 615 + 10+

Railroad Indicates Mile Post to be 64' N of MP 0-21/12-V

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.

- RECORDED RIGHT OF  
NO. 16593
- Enclosed is a waiver of hearing granted by the Railroad Company. Dated 10-22-71  
R.R. File No. NO-DE-074
- 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. ED2-8-371<sup>S</sup> dated 8/5/55.
- This is a new crossing.

HB:dmk Reference number of construction drawing is RX-3007B.

Yours very truly,

Permit No. ED2-8-7015

Date 3-20-72

By MPSC

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

Check in circle indicates statement applicable.  
Notify Office of Divn. Engr. Detroit, Mich. (Tel 517-789-7606) at least three working days prior to start of construction.

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE  
TRANSVERSE CROSSINGS AND LONGITUDINAL  
OCCUPATIONS

THIS AGREEMENT, made this 28th day of February, 1972, between George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in re-organization under Section 77 of the Bankruptcy Act, Lessee of The Michigan Central Railroad Company

parties of the first part (hereinafter called "Railroad") and THE DETROIT EDISON COMPANY, 2000 Second Avenue, Detroit, Michigan 48226

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove three (3) 40,000 volt power wires, three (3) 13,200 volt power wires and one (1) shield wire over and across the lands, roadway and tracks of Railroad at Valuation Station 615 + 10+, located 64 feet north of Mile Post 0.21/12-V, at a point 1.66 miles south of the station of Caro, Michigan.

RECORDED RIGHT OF WAY NO. 16593

INDIAN FIELDS TRIP



in accordance with construction plans RX-3007B submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. DE-074, dated 9-16-71, marked Exhibit "A", attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of One Hundred Dollars (\$100.00) as reimbursement for the costs and expenses incident to the preparation of this Agreement, together with the further sum of One Hundred Dollars (\$100.00) per year as minimum annual rental, which said sum shall be payable annually in advance, commencing as of February 1, 1972.

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

RECORDED FILED OF MAIL NO. 16593

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (A) And the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES - - - - - whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.

(B) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. The Licensee shall, at its sole cost and expense, upon request in writing of the Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the

RECORDED RIGHT OF WAY NO. 16593

original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then the said Licensee shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the Railroad as may be required by the said Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad may make such repairs or adjustments or changes in location and provide necessary material therefor.

10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property and right-of-way, and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.

11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

14. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page one without the consent and agreement in writing of the Railroad being first had and obtained.

15. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this agreement and the permission and privilege hereby granted shall absolutely cease and terminate.

16. This Agreement shall take effect as of the first day of February A.D. 1972 .

17. This Agreement supersedes and cancels Registry No. 104557 as of the effective date hereof, a prior Agreement between the same parties dated 8-23-54, Supplement dated 8/1/55 covering similar facilities at the same location; except as to any payments, obligations or liabilities already accrued and due by the Licensee to the Railroad thereunder.

RECORDED RIGHT OF WAY NO. 16593

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 14 of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

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

WITNESS:

W. P. Wilson

C. E. Defendorf  
C. E. Defendorf  
Chief Engineer

ATTEST:

THE DETROIT EDISON COMPANY

Ivan W. Gamble  
IVAN W. GAMBLE

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

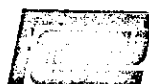
*Michigan 5-18-72*

RECORDED RIGHT OF WAY NO. 16543

I. W. GAMBLE

OCT 28 1971

R/E & R/W DEPT.



**PENN CENTRAL**

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

Date: **October 22, 1971**

File: **NO-DE-074**

**The Detroit Edison Company  
2000 Second Ave.  
Detroit, Mich. 48226**

Gentlemen:

**Attention: Mr. I. W. Gamble**

Reference is made to your letter dated **2-11-70** attaching copies of your drawing of **4-26-55** indicating your proposed installation of **three (3) 40,000 volt aerial power wires, three (3) 13,200 volt aerial power wires and one (1) shield wire at V.S. 615+10+**, located **64 feet north of Mile Post 0-21/12-V and 1.66 miles south of Caro, Michigan.**

We have no objections to the installation as mentioned above with the understanding that you will enter into our usual form of revocable agreement when presented, providing for a preparation fee of \$ **100.00** and an annual rental of \$ **100.00**

Should you desire to proceed with the installation prior to the execution of the agreement, we will have no objections provided that you will reimburse our Company for any expense it may incur account of said installation and that you shall, in no instance, be relieved from making such payments by any Third Party or Parties agreeing in any manner to assume or pay same, the work will be performed in a safe and satisfactory manner, your Company to assume all liability in connection with the work, and that you will notify **Office of Divn. Engr., Detroit, Mich.**

**(Tel. 517-789-7606)**  
at least **three (3)** working days prior to starting work.

It is to be understood that this installation must be made in accordance with the approved plans and will conform with current Penn Central Transportation Company construction requirements.

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

To confirm your acceptance of these conditions, please have an authorized official of your **Company** indicate acceptance in the space provided on the duplicate of this letter and return it to this office. It is to be further understood that no work can be started until the signed copy of this letter is received in this office and the notification procedures as stated above have been accomplished.

**Agreement dated 8-23-54 and supplemented 8-1-55, CR #104557 will be terminated and rendered null and void.**

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

*W. C. Arnold*

**W. C. ARNOLD, DIRECTOR** PENN CENTRAL TRANSPORTATION COMPANY  
Real Estate and Rights of Way Dept.

**C. E. Defendorf**  
Chief Engineer

RECORDED RIGHTS OF WAY NO.

16593

JAN 28 1972

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

TO:

February 11, 1970

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

Proposed Overhead Wire Crossing:

One No. 0 AWA neutral shield wire, three No. 000 ACSR 40,000 volt wires, and three No. 000 ACSR 13,200 volt wires (Span B-C).

Specific Location

In private property at a point approximately 230 feet East of the center line of Colling Road and 52 feet Northeast of Mile Post V-12 and approximately 1/2 mile South of the Village of Caro.

RECORDED R/W FILE NO. 16593

R. R. Valuation Station 615 + 10 R. R. Mile Post V-12

City/Village \_\_\_\_\_ Township Indianfield, NW 1/4 of Sec. 10

County Tuscola Detroit Edison Plan Attached RX-3007B

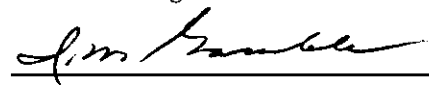
This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date 8-23-54 (R. R. Plan) MC-74-87

~~and Supplement (NYC Register No. 2858-6760 AD-9031)~~

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

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



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

SUPPLEMENTAL AGREEMENT

August 1, 1955.

IT IS AGREED BETWEEN THE PARTIES, hereto, that the agreement dated August 23, 1954, between The New York Central Railroad Company, Lessee of The Michigan Central Railroad, as First Party, and The Detroit Edison Company, a corporation, as Second Party, relating to an electric wire line crossing consisting of three #000 ACSR - 40,000 volt wires and one 3/8" Bethanized C steel shield wire over and across the right of way and track of First Party's Caro Branch at Chaining Station 615+10, one-half mile South of the Village of Caro, Michigan, is hereby modified and amended to permit the Second Party to add three (3) #2 ACSR wires to carry 4800 volts as shown on print of Plan No. MC 7554, dated June 21, 1955, attached hereto and made a part hereof, and which shall be and same hereby is substituted for the plan now attached to the aforesaid agreement dated August 23, 1954.

It is further agreed between the parties hereto that the rental provided for in Paragraph Eleventh of said agreement shall be and hereby is increased to Twenty-five Dollars (\$25.00) per annum beginning on the first day of August, 1955, and thereafter on the first day of each successive one (1) year period during the term and continuance of this agreement.

This Supplemental Agreement shall be effective from and after August 1, 1955, and, except as herein amended, said agreement dated August 23, 1954 shall remain in full force and effect.

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.

THE NEW YORK CENTRAL RAILROAD COMPANY  
Lessee of The Michigan Central Railroad

By J. H. Simpson  
Chief Engineer

Approved as to form:

General Attorney, NYC

*YGH  
HMP*

THE DETROIT EDISON COMPANY, a corporation

By Richard H. Taylor  
Its

RICHARD H. TAYLOR, DIRECTOR  
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

RIGHT OF WAY FILE NO. 16593 Canceled

*Superseded by Rec.  
File 16593 dated  
8-30-73*

RIGHT OF WAY FILE No. 16593 Canceled

TUSCOLA COUNTY  
INDIAN FIELDS TOWNSHIP  
T. 12-N. R. 9-E. SEC. 10.

SEC. 9  
N.E.S. Sec. Line  
SEC. 10

E. & W. Line

R.R.  
V. 12

Prop. Crossing To Consist of 3-#2  
ACSR 4800 V. & 3-000 ACSR 40000 V Wires  
E. 1-#3 Galvanized C Steel Wire To Be 38'-0"  
Above Top Of Rail @ 212' Above R.R. Comm. Line

NYCRR Comm. Lines

To Kassar

To Bach

COLTAG  
619

Rail Sta. 615+10

620



N. Y. C. R. R. — MICHIGAN CENTRAL DISTRICT  
OFFICE OF DIVISION ENGINEER — JACKSON, MICH.  
MICHIGAN DIVISION — CARO BRANCH  
**CARO, MICHIGAN**  
**PLAN FOR AGREEMENT WITH**  
**THE DETROIT EDISON COMPANY.**

SCALE: 1" = 200' DRAWN BY WFB DATE June 21/1956 MC-7554

LEGEND:  
Proposed Crossing: A-B



# 2858-6760  
AD-4031

# This Agreement,

made this **23rd** day

of **August** 19**54**, 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 **Forty-Five (\$45) 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, maintain and use an electric wire line crossing consisting of three 7000 ACSE - 40,000 volt wires and one 3/8 inch galvanized C steel shield wire over and across the right of way and track of First Party's Care Branch at Channing Station 615/10, one-half mile South of the Village of Care, Michigan:**

**Said crossing shall be constructed and maintained in accordance with Michigan Public Service Commission revision of Order No. 1679, January 1, 1944.**

**Said electric wire line crossing shall be installed and maintained as shown on print of Plan NE 74-67 dated April 8, 1954, which is hereto attached and hereby made a part of this instrument,**

RIGHT OF WAY FILE NO. 18593 Canceled

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 any 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, presence or removal of said WORK as permitted by this license, regardless of whether or not caused or contributed to by the negligence of First Party, its agents or employees.

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 shall pay to First Party as rental for the privilege herein granted, the sum of Fifteen Dollars (\$15.00) per annum, beginning on the 1st day of July, 1954, and annually in advance thereafter, during the term and continuance of this permit.**

RIGHT OF WAY FILE NO. 18593 Canceled

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.

By F.H. Simpson  
Chief Engineer.

THE DETROIT TRAMWAY COMPANY

By Richard H. Saylor

Its. DIRECTOR, RIGHTS-OF-WAY DEPARTMENT

*Y. H. H.  
W. H. H.*

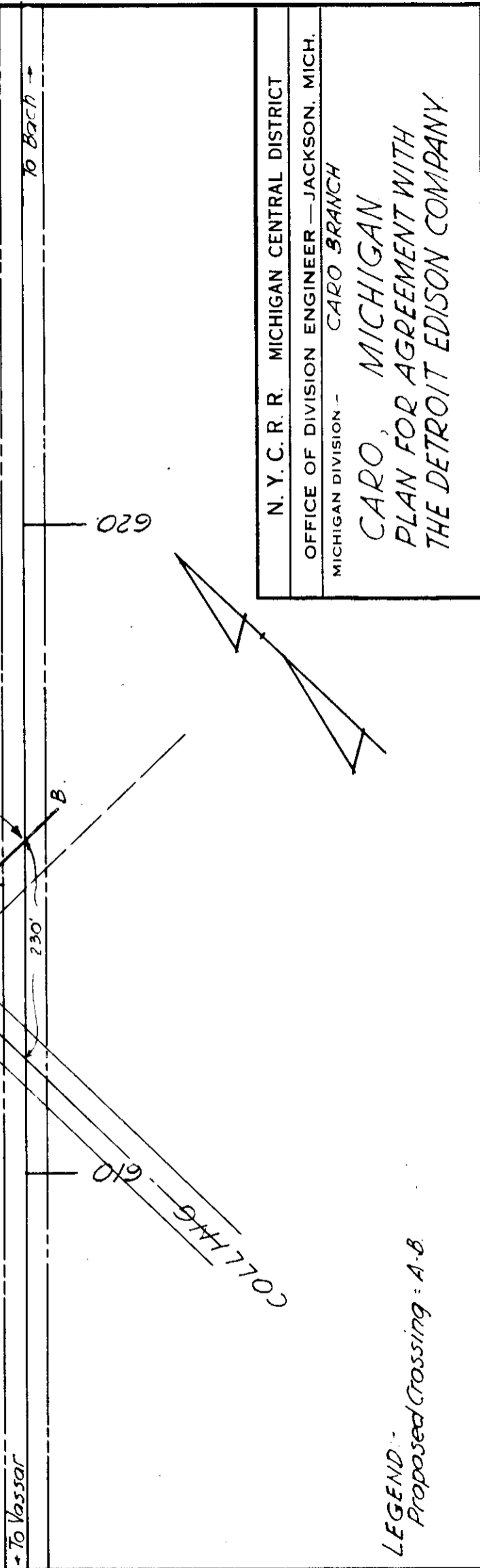
RIGHT OF WAY FILE No. 16593 Cancelled

RIGHT OF WAY FILE No. 18593 Canceled

TUSCOLA COUNTY  
INDIAN FIELDS TOWNSHIP  
T.12-N. R.7-E. SEC.10.

E & W 1/2 Line.  
N & S Sec. Line.  
SEC. 9  
SEC. 10  
V. 12.

Prop. Crossing of 3 000. AC SR. 40000 V. Wires  
& 1-3/8" Berrhanized C. Steel Wire To Be 38'-10"  
Above Top Of Rail & 27'-6" Above R.R. Comm Line.



LEGEND:  
Proposed Crossing - A-B.

N. Y. C. R. R. MICHIGAN CENTRAL DISTRICT	
OFFICE OF DIVISION ENGINEER - JACKSON, MICH.	
MICHIGAN DIVISION -	CARO BRANCH
CARO, MICHIGAN	
PLAN FOR AGREEMENT WITH	
THE DETROIT EDISON COMPANY.	
SCALE: 1" = 200'	DRAWN BY E. I. F.
	DATE: APRIL 8, 1956.
	MC 74-87

IDF-23

PROPOSED LINE CROSSING OVER THE PENN-CENTRAL R.R. EXISTING PERMIT NUMBER ED 2-3715  
IN PENN-CENTRAL R.R. COLLING RD. AND SE NE 1/4 OF APPROX. 1/2 MILE SOUTH OF  
MILE POST 230.612 V.12 GRR-OF WILKES CO. PA.  
SECTION 10 NW 1/4 TOWNSHIP 12N R. 9E COUNTY YORK PA.

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

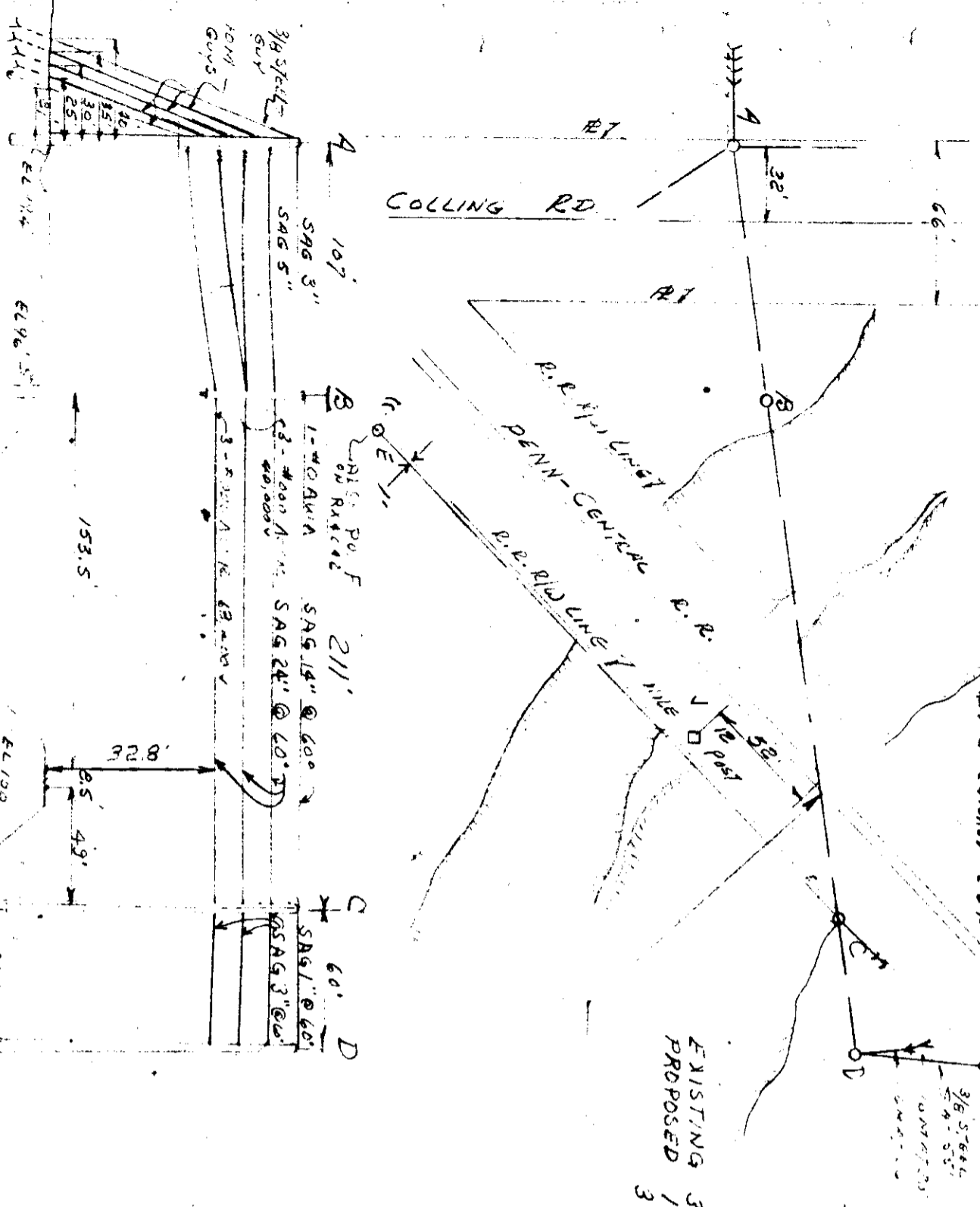
NEAREST POLE TO RAIL	SIDING	MAIN LINE
7 FT.	12 FT.	

WIRES OVER TRACKS	500 - 800 VOLTS	27 FT.
	500 - 7500 VOLTS	28 FT.
	24000 VOLTS	30 FT.

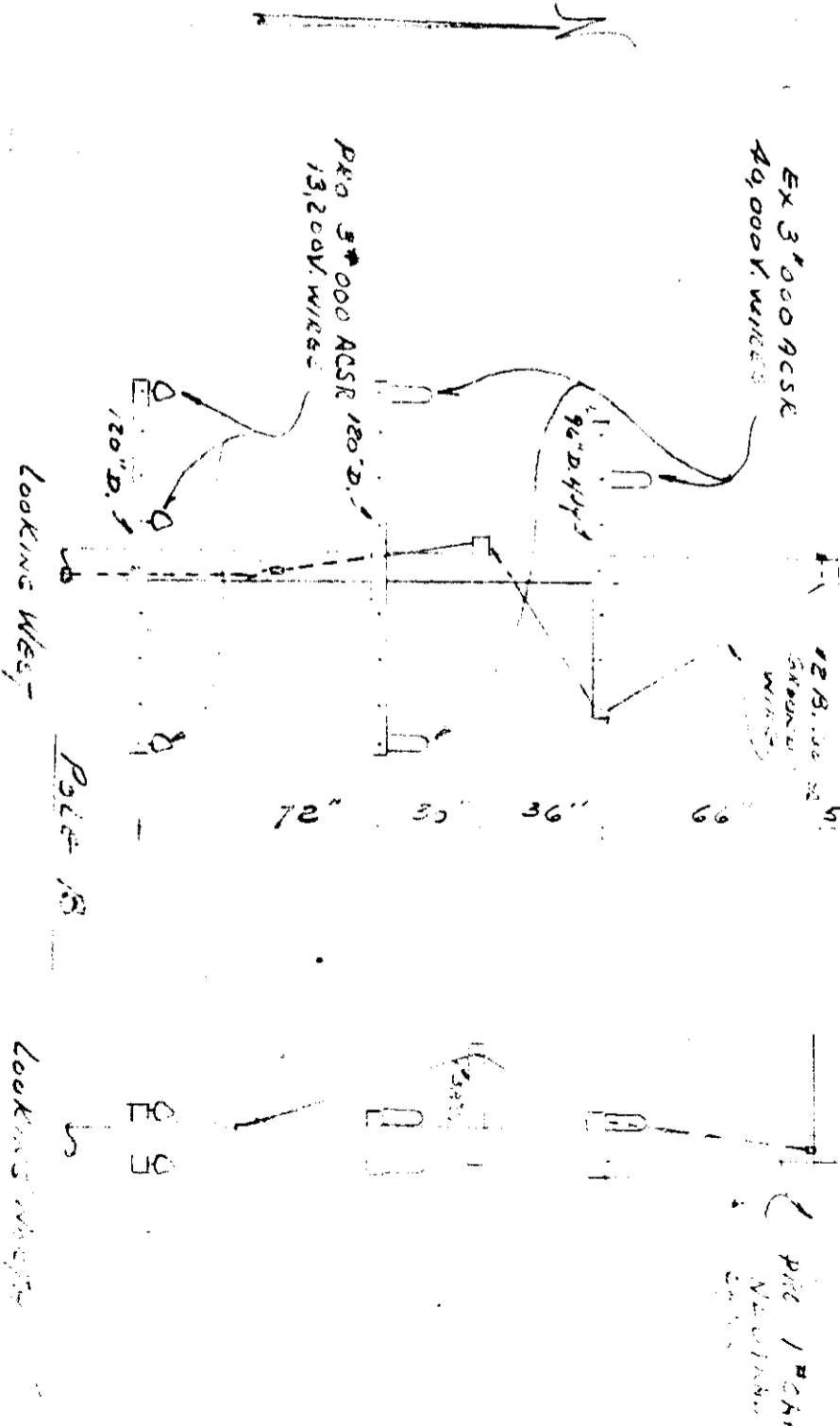
WIRES OVER R. R. SIGNAL	0 - 800 VOLTS	2 FT.
	500 - 7500 VOLTS	4 FT.
	24000 VOLTS	8 FT.

CONDUCTORS		POLES					
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
1	#0	NWA	SHIELD	A	50'	E	WOOD
3	#000	ACSR	40,000	B	45'	E	"
3	#000	ACSR	13,200	C	70'	E	"
3	#000	ACSR	13,200	D	70'	E	"
3	#000	ACSR	13,200	E	60'	E	"

DRAWN BY WHITE ENGINEERING DIVISION DATE 4-26-55  
ESTIMATOR GICKEL OVERHEAD LINES DEPT. C920



EXISTING PROPOSED  
3 #000 ACSR-40,000 VOLT WIRES  
1 #000 NWA NEUTRAL SHIELD WIRE  
3 #000 ACSR-13,200 VOLT WIRES



**APPROVED**

FOR

MICHIGAN PUBLIC SERVICE COMMISSION

DIRECTOR OF PUBLIC UTILITIES

FILE ED2-8-7015 DATE 3-20-72

