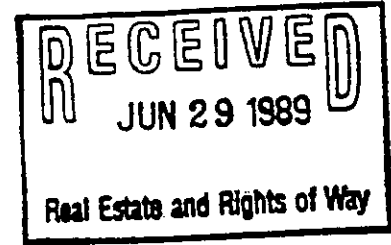




The Penn Central Corporation

One East Fourth Street
Cincinnati, Ohio 45202
Telephone (513) 579-6600

June 21, 1989



Detroit Edison Company
2000 Second Street
Detroit, MI 48226
Attn: Tom Wilson

20548
RESERVED RIGHT OF WAY NO.

Dear Tom:

Regarding our conversation of June 21st concerning rent invoice numbers

-5708902	-5712032	-5711662	-5708512
-5708742	-5710962	-5711232	

Invoice # -5712032 was assigned to the City of Lapeer on 12/28/82. No rent due Penn Central Corp.

Invoice # -5710962 was assigned to the Trailways Commission on 6/15/83. No rent due Penn Central Corp.

Invoice #'s 5709252 and #5711922 cannot be located in the Penn Central rent master. Penn Central needs documentation to apply these monies correctly.

Invoice #'s -5708902 and -5708742 were sold and wire and pipe agreements were not reserved. No rent due Penn Central Corp.

Invoice #'s -5711662 and -5711232 were assigned to the Trailways Commission on 6/15/83. No rent due Penn Central Corp.

Invoice #5708512 was sold with no wire and pipe reservation. No rent due Penn Central Corp.

A refund check in the amount of \$1,470.09 will be issued.

I look forward to hearing from you.

Sincerely,

Anne Hochwalt
513-576-6846

AH/yc

Detroit
Edison

Date: November 21, 1991
To: Barbara A. Fulton
From: Thomas Wilson *TW*
Subject: Penn Central License Agreements Assigned to the Paint
Creek Trailways Commission

- o On December 11, 1984, Edison received notification of a purchase of former (Penn Central) railroad land in Oakland County, by the Paint Creek Trailways Commission.
- o The Trailways Commission is an intergovernmental commission, consisting of the City of Rochester, the City of Rochester Hills (formerly the Charter Township of Avon), the Township of Oakland and the Township of Orion.
- o The purpose of the acquisition was to provide the public with a recreational trail for non-motorized uses.

As part of the purchase, the railroad assigned existing railroad licenses with Detroit Edison to the Commission. In their December 1, 1984 letter, the Commission indicated its interest in receiving rental payments, requiring increases in existing rents and requiring a common due date.

Regular rental payments to the Commission were begun in January of 1986.

Between December, 1984 and July, 1988, attempts were made to agree on the list of licenses that the commission was assigned, their rent increase request was reviewed, and new rental amounts informally agreed to and a draft of a new master agreement provided to the Commission's attorneys for consideration.

After spending over a year attempting to get the Commission's attorney to respond to our new master agreement language proposal and not receiving any cooperation, rent payments were stopped in July of 1988.

Serving Customers

We're all a part of it!

RECORDED RIGHT OF WAY NO. 20548

Since the Commission is not using the former Penn Central land for a railroad purpose, I recommend the question of continuing payments or acquiring new right-of-way (i.e., master agreement) be given to Oakland Division.

TW/adf

20548
RECORDED HIGHWAY OF ILL. NO.

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

December 9, 1959

MR
12-10-59

RECORDED RIGHT OF WAY NO. 20548

MEMORANDUM TO:

Mr. Eldred H. Scott
Vice President and Controller
520 General Offices

Attached for the General Files is a fully executed copy of an Agreement covering our extension of #6 Quadrex (3 #6 wpx and 1 8-C copperweld 120/240 volt wires) service from Pole "C" Southeasterly into New York Central System Right of Way approximately 50 feet to a new building Southeast of Gallagher Street at the railroad right of way line, Northeast and Southeast 1/4 of Section 28 of Oakland Township, in the unincorporated Village of Goodison, Oakland County, Michigan.

This occupancy is shown on our Plan RX-1326A, but the Agreement covers the above occupancy only. The crossing is located on public property (In Gallagher Road) and, therefore, does not require an agreement. The occupancy is also shown on New York Central System's Plan No. MC 81-73, dated September 17, 1959.

The Agreement dated October 1, 1959, calls for a preparation fee of \$15.00 and an annual rental of \$5.00 beginning on date of Agreement.

Also enclosed is letter of permission, dated September 28, 1959, for this construction from the railroad.

GEN'L ACCTG. DEPT.	
ENTERED - CANCELLED	
CONTRACT BOOK NO.	20548
DATE	12/29/59
BY	<i>Marilyn G. Rubin</i>
CHECKED BY	<i>[Signature]</i>

I. W. Gamble
I. W. Gamble
Supervisor of Rights of Way

JEM:clj
Attachements

REFERRED TO
<i>OK</i>
<i>JRC</i>
<i>KS</i>
OAK-22-2

RECORDS CENTER
RECEIVED DEC 16 1959
TICKLER MADE
CLASSIFIED
RECORDED RIGHT OF WAY NO. 20548

RECORDED RIGHT OF WAY NO. 20548

NEW YORK CENTRAL SYSTEM

C. E. DEFENDORF
CHIEF ENGINEER
T. P. CUNNINGHAM
ASST. CHIEF ENGINEER
ARTHUR ANDERSON
ENGINEER OF GRADE CROSSINGS
MAX NEARING
ENGINEER OF CONSTRUCTION

1959 SEP 29 AM 11 56

RRC

REAL ESTATE AND
RIGHTS-OF-WAY DEPT.

LA SALLE STREET STATION
CHICAGO 5, ILLINOIS

September 28, 1959
File M-DE-300A-G

The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

Attention: Mr. I. W. Gamble
Supervisor of Rights of Way

Gentlemen:

Reference is made to your letter of August 31, 1959 to Mr. J. W. Westwood at Detroit, Michigan attaching copies of your Plan RX-1326A indicating your proposed addition of one #2 ACSR 4800 volt wire to existing crossing of two #4 ACSR 4800 volt wires (Span B-C) over our tracks at a point in Gallagher Road, 140 feet southwest of Orion Road, 939 feet southeast of Mile Post D35-74 B.C. in the Village of Goodison, Oakland Township, Oakland County, Michigan; which will be done in accordance with our blanket waiver of hearing for crossings in public highways, and also your proposed extension of said line to consist of three #6 wpx and one 8-C copperweld 120/240 volt wires across railroad property to a new building southeast of Gallagher Street.

We have no objection to the installation as proposed and as shown on your drawing with the understanding that you will execute our standard form of agreement to cover the crossing of our property, which will include a preparation fee of \$15.00 and an annual rental of \$5.00.

Should you desire to progress the installation prior to execution of the agreement, we would have no objection with the understanding that you will reimburse the Railroad Company for any expense it may be put to account of said installation and that you shall in no instance be relieved from making such payment 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 said installation; and you will notify Division Engineer Westwood two days prior to start of work.

If the above meets with your approval, will you please indicate your acceptance in the space provided on the duplicate of this letter and return it to me

Yours very truly,

C. E. Defendorf
Chief Engineer

cc: Mr. J. W. Westwood

RECORDED RIGHT OF WAY NO. 20548

RECORDED RIGHT OF WAY NO. 20548

This Agreement, made this **1st** day

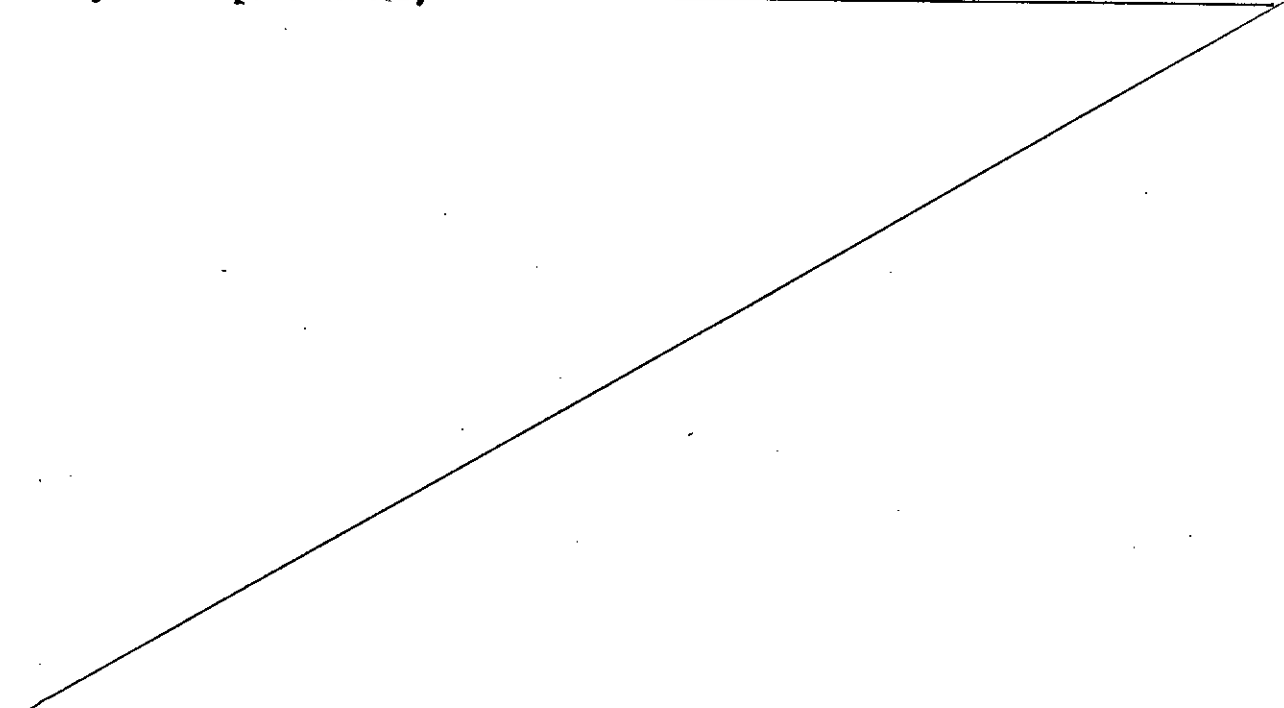
of **October,** 19 **59,** between **THE NEW YORK CENTRAL RAILROAD COMPANY,** Lessee of **the Michigan Central Railroad** hereinafter called First Party, and **THE DETROIT EDISON COMPANY,** a New York corporation, (Address: 2000 Second Avenue Detroit 26, Michigan)

hereinafter called Second Party,

Witnesseth, that First Party, for and in consideration of the sum of

Fifteen (\$15.00) -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 **install, maintain, and use an aerial power wire line of #6 Quadrex wires, consisting of three (3) #6 WPX and one (1) 8-C copperweld 120/240 volt wires, over and across property of First Party north of the Clinton River and east of Gallagher Street at Goodison, Michigan, as indicated on print of plan No. MC 81-73, dated September 17, 1959, which is attached hereto and hereby made a part hereof,**

RECORDED RIGHT OF WAY NO. 20548



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.

RECORDED RIGHT OF WAY NO. 20548

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. **Second Party 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.**

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.

RECORDED RIGHT OF WAY NO. 20548

RECORDED RIGHT OF WAY NO. 20548

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 Five Dollars (\$5.00) per annum, beginning on the first day of October, 1959, and annually in advance thereafter, during the term and continuance of this permit.

RECORDED RIGHT OF WAY NO. 20542

RECORDED RIGHT OF WAY NO. 20548

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. as to Form:

By *P. E. Defendorf*
Chief Engineer.

General Attorney

THE DETROIT EDISON COMPANY, a corporation,

By *Richard H. Taylor*
its

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

REC
FR
RECORDED RIGHT OF WAY NO. 20548

RECORDED RIGHT OF WAY NO. 20548

I. W. GAMBLE



JUL 26 1972

PENN CENTRAL

R/E & R/W DEPT:

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

Date: July 24, 1972

File: DE-162

RECORDED RIGHT OF WAY NO. 26548

The Detroit Edison Company
200 Second Avenue
Detroit, Michigan 48226

Attention: Mr. I. W. Gamble

Gentlemen:

Reference is made to your letter dated 7-28-71 attaching copies of your drawing RX-1326B indicating your proposed installation of three (3) 4800 volt aerial power wires at V.S. 1724 + 10+ located 949 feet south of Mile Post D35/74BC in Goodison, Michigan, within limits of Gallagher Road

We have no objections to the installation as mentioned above with the understanding that the above-mentioned facilities will be installed in a safe and satisfactory manner and in accordance with the "General Conditions" hereto attached and made a part hereof. You will be required to notify R. S. Pyson, Division Engineer, Detroit, Michigan (Tel. 313-965-1574)

at least three (3) working days prior to start of 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 The 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.

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

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

PENN CENTRAL TRANSPORTATION COMPANY

RECORDED RIGHT OF WAY NO. 20548



PENN CENTRAL COMPANY
PENN CENTRAL TRANSPORTATION COMPANY

GENERAL CONDITIONS

1. Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any Railroad structure or appurtenance and will not otherwise be located on any private property of the Railroad.

2. In the event of any revision, renewal, addition or alteration of said facilities, prior approval of the Railroad must be secured.

3. Facilities will be installed, maintained, repaired and renewed by and at the sole risk, cost and expense of the OWNER.

4. If it is necessary for the Railroad to perform any work or furnish any materials in the event of an emergency or for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, OWNER agrees to pay to 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. OWNER agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

5. If the Railroad deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the facilities and appurtenances of the OWNER, to place watchmen or flagmen for the protection of the property owned or in possession or control of the Railroad, or its employees, patrons or licensees, the Railroad shall have the right to do so, and the OWNER shall, upon bill being rendered, pay or refund the cost and expense therefor, but failure of said Railroad so to do or failure or neglect of such watchmen or flagmen shall in no event be construed as in any manner or degree affecting any obligations of the OWNER as provided for elsewhere in these conditions.

6. All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of said facilities and appurtenances herein referred to, caused by or from the joint or concurring negligence of both parties hereto shall be borne by them equally; if, however, any such loss, injury or damage shall be attributed to the negligence of one of the parties hereto,

RECORDED RIGHT OF WAY NO. 20548



PENN CENTRAL COMPANY
PENN CENTRAL TRANSPORTATION COMPANY

GENERAL CONDITIONS

whether solely or combined with the negligence of any other person or corporation not a party hereto, and without the concurring fault or negligence of the other party hereto, then such party hereto which by its fault or negligence contributed thereto shall indemnify, protect and save harmless the other party hereto therefrom.

7. Upon abandonment of the facilities, the same shall be removed and the property of the Railroad shall be restored to good condition and this instrument shall become null and void, save and except only as to any liability accrued prior thereto.

8. All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the OWNER shall in no event transfer or assign the same or permit the use thereof to any person, corporation, a public utility or municipality having the same or equal franchise power.

RECORDED RIGHT OF WAY NO. 205818

D.O. H-55146
7/27/71

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

July 28, 1971

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 Company N.E. & S.E. 1/2 of Section 28, Oakland Township, T-4N, R-11E, Oakland County.

Span B-C

Two #4 ACSR 4800 volt wires and one #2 ACSR 4800 volt wires over the tracks of Penn Central Company in Gallagher Rd. 140' S.W. of Orion Rd. Centerline, (939' S.E. of Mile Post D35-74BC) in the Village of Goodison. (Unincorporated)

The proposed wire crossing will be constructed in accordance with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

- Enclosed is a waiver of hearing granted by the Railroad Company.
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. ED2-8-4639 dated 9/2/59
- This is a new crossing.

HB:dmk Reference number of construction drawing is RX- 1326B

Yours very truly,

Permit No. ED2-8-6864

Date 8-2-71

By J. M. Hoppe

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

Check in circle indicates statement applicable.

RECORDED RIGHT OF WAY NO. 20578

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

July 28, 1971

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

Proposed Overhead Wire Crossing:

Two No. 4 ACSR 4800-volt wires and One No. 2 ACSR 4800-volt wires. (Span B-C)

NOTE: The No. 6 Quadrex service wires extending into your right of way Southeasterly from Pole C to the building adjacent to your North property line, Southeast of Gallagher Street, are covered by your agreement dated October 1, 1959, N.Y.C. Plan MC-81-73, dated 9-17-59

Specific Location

In Gallagher Road 140 feet Southwest of Orion Road center line, (939 feet Southeast of Mile Post D35-74BC) in the Village of Goodison. (Unincorporated)

R. R. Valuation Station _____ R. R. Mile Post _____

City/Village _____ Township Oakland, SE 1/4 of Sec. 28

County Oakland Detroit Edison Plan Attached RX-1326B

This is a New Crossing _____ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date _____ (R. R. Plan) _____

Previous File No. M-DE-300A-C

Blanket Waiver of Hearing Covers X Waiver of Hearing Requested _____

(Waiver of Hearing to be mailed to applicant listed below)

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

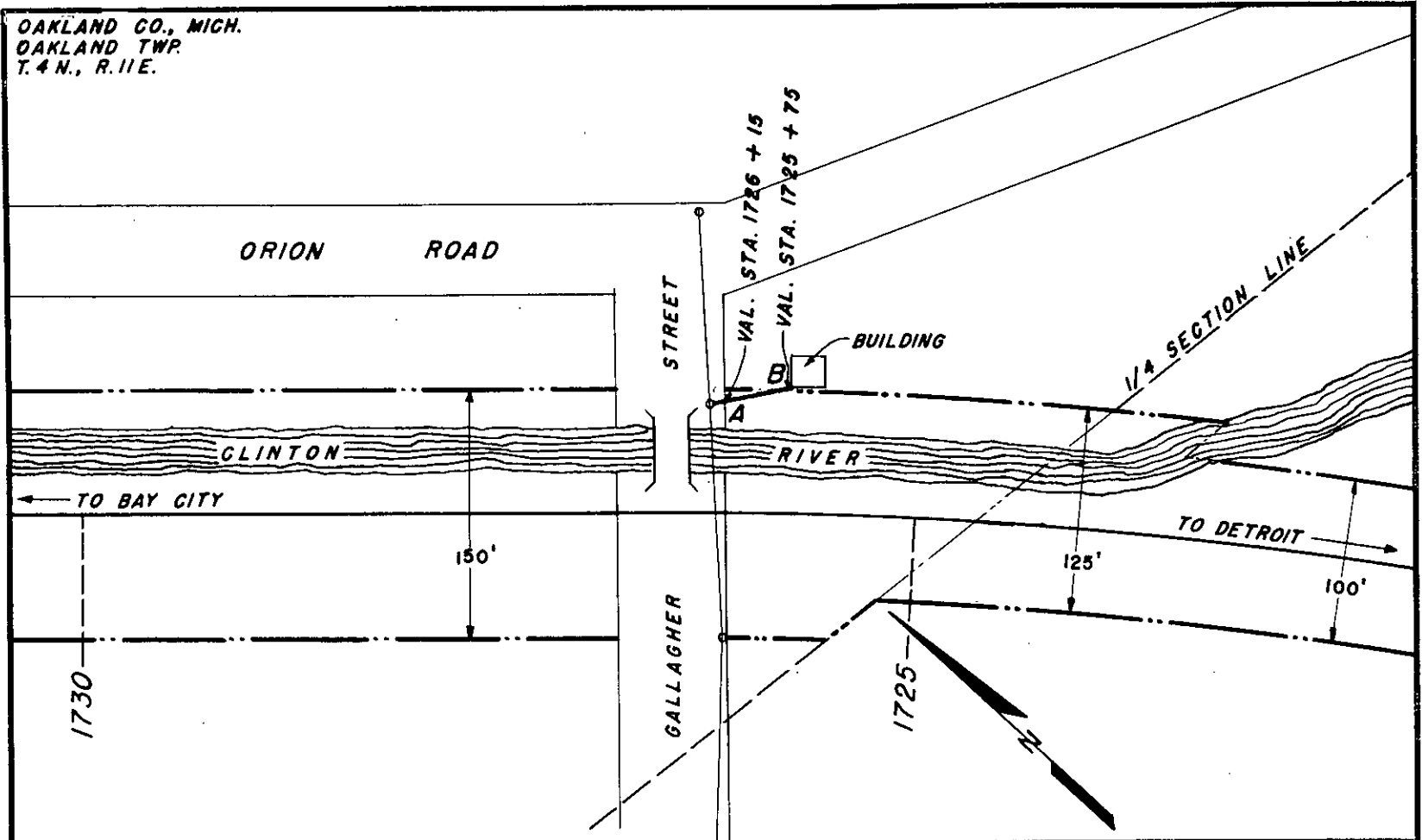
I. W. Gamble

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

HB:dmk

RECORDED RIGHT OF WAY NO. 20548

OAKLAND CO., MICH.
OAKLAND TWP.
T. 4 N., R. 11 E.



LEGEND

A-B #6 Quadrex wires crossing over
N.Y.C.R.R. right of way, CONSISTING OF
(3) #6 WPX AND (1) 8-C COPPERWELD
120/240 VOLT WIRES.

N. Y. C. R. R. —		NORTHERN DISTRICT	
OFFICE OF DIVISION ENGINEER — DETROIT, MICH.			
DETROIT DIVISION —		BAY CITY BRANCH	
<p>GOODISON, MICHIGAN PLAN FOR AGREEMENT WITH THE DETROIT EDISON COMPANY</p>			
SCALE: 1" = 100'	DRAWN BY P.L.	DATE SEPT. 17, 1959	MC-81-73