

**Detroit  
Edison**

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

September 1, 1995

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

RE; One Time Payment from Detroit Edison, to Eliminate Annual License  
Payments

Dear Mr. Adams:

I have enclosed Detroit Edison's check for \$49,330.00. This check is a one time payment made in order to amend 66 existing license agreements. The required amendment is intended to eliminate the clause in each license, that requires annual payments. Following receipt of our check, annual payments for the listed licenses will no longer be required.

Sincerely,



Tom Wilson  
Real Estate Associate II  
Room 2310 WCB  
(313) 237-8314

Certified Mail  
Return Receipt Requested

RECORDED RIGHT OF WAY

21799

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

*changed 9-26*

FREQ	INVOICE	CITY/TWP	PROJECT	PAY DATE	CROSSING	TYPE	DESCRIPTION	RC FILE	RENT
MDOT 01									
A		TUSCOLA	BT3693	02/01/65	1914B	3	300' N/UTTER-65' E/COTTRELL	23045	100
	AAA3857	HOWELL	BA9961	06/22/77	4366	3	26-313' N MS9 AND 700' E OF BYRON	30972	75
	0000897	GENOA	BA9986	10/05/54	1928B	1	SEC 33 257FTOFMP660NEMILESOFCHELSON	10610	15
	0000961	GENOA	BA9987	02/01/39	1264D	1	SEC 6 QUARtermILEEOFLAKELAND	10672	5
	0000963	NORTHFIELD	BA9988	06/01/39	2023	1	SEC 33 303FTSOFP51	10727	5
	0000964	HAMBURG	BA9989	12/01/39	1566	1	SEC 05 HAMBURGDANDANNARBORREASTOF OCC	10784	10
	00C3870	HOWELL	BA3375	06/04/79	4327	2	21001 S OF BECK ROAD	32412	150
	00L3803	HAMBURG	BA9974	11/26/74	4297	2	SEC 25 843FTNWOFSTRAWBERRYLAKE RDWOFHALL	29709	75
	0001163	GENOA	BA9136	03/03/42	OCCPT	3	SEC 6 SOFGRANDRIVERBETCHILSONANDHOWELL	11093	240
	0001165	HOWELL	BT2789	11/23/76	2118B	1	SEC 23 132FTN HENDERSON 1400FTE BYRON RD	11083	85
	0001232	HOWELL	BT2790	07/01/43	2249A	1	SEC 26 165FTN HIGHLAND RD	11134	5
	0001598	HAMBURG	BA2793	06/01/48	2486	1	SEC 9 SWARTHOUT AND CHILSON RDS	12032	5
	0001842	NORTHFIELD	BA2797	07/01/50	2649A	1	SEC 28 295FTN OFNORTHFIELDCHURCHRDS MP52	12967	10
	0002261	HOWELL	BA3303	04/01/80	3059C	1	35 PP 175'S RIDDLE & 410'W ALG	23117	75
	0002354	ANN ARBOR	BA2802	06/18/58	3077C	3	SEC 15 485FTSTRAVERS &347FTW NIXON RD	17607	15
	0002459	HAMBURG	BA2803	05/13/57	OCCPT	3	SEC 22 VICDRESSRD PETTYRD GIRARDDR,4RX'S	18730	60
	0002562	NORTHFIELD	BA2805	04/20/65	3384A	1	SEC 6 1725FTSF 8 MI 550FTW US23	23150	50
	0002898	HOWELL	BA2812	05/09/73	1265F	3	SEC 36 310FTE NATIONAL 215FTS SUTTON	26831	50
	0002948	NORTHFIELD	BA2813	08/31/65	OCCPT	1	SEC 5 20FTN ESHOREDR 480FTW WHITMORELAKE	23312	50
	0003117	NORTHFIELD	BA2816	08/17/65	OCCPT	1	SEC 5 N OF WHITMORE LAKE ROAD	23292	12
	0003118	HOWELL	BA2817	08/17/65	OCCPT	1	SEC 26 750FT N OF RIDDLE	23290	6
	0003253	HOWELL	BA2821	04/28/67	3858	1	SEC 14 250FT S OF BARRON	24393	20
	0003254	HOWELL	BA2822	04/28/67	1489C	1	SEC 11 75FTS MARRD 1300FTW OAKGROVE RD	24392	50
	0003308	ANN ARBOR	BA2824	11/01/67	OCCPT	1	SEC 9 LONGN AND S PONTIAC TRAIL	24793	156
	0003314	NORTHFIELD	BA2825	12/05/67	3819	4	SEC 33 2550 FTS OFNORTHFIELDCHURCH EOFU2	24835	50
	0003324	ANN ARBOR	BA2826	02/16/68	3820A	2	SEC 9 400FT NW DHU VARREN	24923	50
	0003385	NORTHFIELD	BA2828	01/23/69	3977	1	SEC 6 1320FTS 8 MILE 1300FTW WHITMORE	25484	50
	0003399	ANN ARBOR	BA2829	03/19/69	875B	1	SEC 16 40FTS DHUVARREN 2670 FT	25586	50
	0003416	HAMBURG	BA2831	06/23/69	OCCPT	1	SEC 21 EAST OF KRESS RD	25776	10
	0003437	HOWELL	BA2833	09/24/69	2166A	1	SEC 23 100FTW OF ARMOND RD	27756	50
	0003443	HOWELL	BA2834	10/06/69	1449B	3	SEC 36 105FT SE WEST ST & BOWER ST	26007	50
	0003446	GENOA	BA2835	10/22/69	4023	1	SEC 6 I-96 AND LUCY ROAD	26048	20
	0003498	GENOA	BA2838	08/05/70	4111	3	SEC 7 354 FT SE BECK 3300FT W CHILSON	26403	50
	0003577	ANN ARBOR	BA2843	06/11/71	4203A	1	SEC 21 200FT NW PLYMOUTH ANN ARBOR RD	26834	50
	0003608	COHOCTA	BA2844	02/01/72	4090	4	SEC 1165FTE OAKGROVE & 385FTN MP 84	27753	50
	0003624	GENOA	BA2846	03/20/72	4227	1	SEC 7 635FT S. BECK RD	27754	50
	0570852	ALMER	BT1463	02/07/52	2443B	1	SEC 34 N OF GILFORD ST (95921-3)	14189	85
	0570853	ALMER	BT1464	10/21/47	2820A	1	S OF LUDER RD (7448717)	11664	110
	0570856	INDIANFLD	BT1465	05/10/30	2021	1	S OF FRANK STREET (69195-9)	10712	75

21799 RECORDED RIGHT OF WAY

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	<del>75</del>
	0570864	COLUMBIA	BT1473✓	03/18/52	2845	1	S OF DICKERSON AT COLLING (72879-2)	14295	<del>75</del>
	0570914	COLUMBIA	BT1052✓	06/19/50	2671A	1	HEAR HUTCHINSON (04899-1 & 135-079)	12954	<del>75</del>
	0570935	MILLINGTON	BT2965✓	01/01/62	1942D	1	16 FROM N OF MAIN TO S OF CENTER	21377	<del>52</del>
	0570936	MILLINGTON	BT2006✓	11/25/49	2632	1	SEC 4 E OF S STATE RD N OF VILLAGE	12747	<del>75</del>
	0570970	DENMARK	BT1883✓	07/20/38	XING	1	NW WATERMAN RD. (70290-5)	10571	<del>79</del>
	0570979	JUNIATA	BT1875✓	04/21/41	2172	1	W OF RINGLE RD (77687-2)	11009	<del>75</del>
	0571006	VASSAR	BT9798✓	12/12/49	2642A	1	N OF GRANT ST. (93921-1)	12757	<del>87</del>
	0571007	DEARBORN	BD9799✓	10/01/56	XING	1	S OF CASS STREET (91857-7)	18554	<del>75</del>
	0571008	VASSAR	BT9800✓	07/01/68	2239B	1	E OF SHERMAN & S OF HURON (69197-2)	10169	<del>75</del>
	0571009	VASSAR	BT9801✓	08/19/49	2613A	3	18-E OF BIRCH ST. (91857-6)	12647	<del>75</del>
	0571014	JUNIATA	BT9805✓	10/09/48	XING	1	W OF FENNER RD. (77687-3)	11773	<del>75</del>
	0571043	INDIANFLD	BT9827✓	02/28/72	3007B	3	10 E OF COLLING RD (168-893)	16593	<del>75</del>
	0571044	INDIANFLD	BT9828✓	08/30/54	3037	2	E OF GRAF S OF CARO (105312)	16776	<del>85</del>
	0571054	JUNIATA	BT9838✓	06/01/55	3087	1	29-E OF HIGGINS N OF SANILAC (107-550)	17203	<del>75</del>
	0571066	VASSAR	BT9467✓	01/01/56	3143	1	SEC 32 137FTNOFSWAFFERRD	17687	<del>87</del>
	0571076	INDIANFLD	BT9459✓	09/01/56	3230	1	3-E OF ROBERT S OF GREEN (113-150)	18553	<del>95</del>
	0571098	INDIANFLD	BT9437✓	06/01/58	3362A	3	S OF CARORD E OF HANDY (118042)	19912	<del>75</del>
	0571106	INDIANFLD	BT9660✓	06/01/58	1954B	3	W OF GRAF (118-552)	19959	<del>385</del>
	0571133	INDIANFLD	BT9781✓	02/01/61	3480	3	M81-S OF DIXON (125-721)	20854	<del>269</del>
	0571137	INDIANFLD	BT9785✓	03/01/61	3485	3	AT WAHJAMEGA (126-900)	21036	<del>126</del>
	0571150	JUNIATA	BT1688✓	11/01/62	2334B	1	76' W. OF SANILAC 900' W. OF HIGGINS	21799	<del>49</del>
	0571187	COLUMBIA	BT1719	02/01/65	2845A	1	SEC 22 DICKERSON RD 1350FT E COLLING	23037	<del>47</del>
	0571194	INDIANFLD	BT1712✓	01/20/66	3718	4	V5 613 PLUS 00 AT CARO (141-981)	23594	<del>150</del>
	0571197	MILLING	BT1710✓	04/22/66	3740	3	N OF MILLINGTON (142-587)	23730	<del>75</del>
	0571817	INDIANFLD	BT9327✓	02/28/72	4042	2	09 34' W COLLING 2470' N OF DIXON RD	28045	<del>112</del>
	12746	HAMBURG	BA2796✓	01/20/14	2611A	1	SEC 26 338' & 427' E OF MERRILL	12746	<del>10</del>
	5719722	INDIANFLD	BT9683✓	10/03/75	UGL	2	9-DIXON TO COLLING (202-381)	30278	<del>244</del>

\*TOTAL RR\_CODE 01

4980

RECORDED RIGHT OF WAY 21799



**Detroit Edison** ~~CORPORATE REAL ESTATE SERVICES~~

Property Name: Penn Central conversion to easement  
Work Order No.: 350B158 J200

Date: July 20, 1993  
To: Ava D. Thrower  
Records Center  
From: Tom Wilson *TW*  
Subject: Purchase of Easement

Attached are papers related to the purchase of easement rights, through an easement document dated June 10, 1993. Detroit Edison purchased easement rights from the Michigan Central Railroad Company and the Penn Central Corporation, having offices at One East Fourth Street, Cincinnati, Ohio 45202.

The purchase of easement rights affects the attached list of 36 existing license agreements, which are superceded by agreement No. E88713 (A) covering 10 agreements in Monroe County, 8 agreements in Oakland County, 4 agreements in Tuscola County and 3 agreements in Wayne County affecting land previously sold, and agreement No. E88713 (B) covering 1 agreement in Oakland County, 2 agreements in Tuscola County and 8 agreements in Wayne County affecting land still owned by Penn Central.. Please cross reference the existing record center files for these licenses as to this change.

The converted easement rights are located in Monroe, Oakland, Tuscola and Wayne Counties.

The total purchase price of \$66,682.59 (check No. 13756, dated June 16, 1993) was sent to Penn Central on June 24, 1993.

This easement was negotiated and processed by Tom Wilson.

Please incorporate these papers into the appropriate record center file.

**Attachments**

- cc: R. W. Bednarz
- R. L. Dungy
- G.W. Flowerday
- D.C. Gavin
- G.H. Hathaway
- R. E. Kelly
- J.A. Persley
- W.D. Spencer
- J. M. Szidik
- W.J. Thrasher

RECORDED RIGHT OF WAY NO. 21799

SEE: RECORDED RIGHT OF WAY NO. 30165-17.4



The Penn Central Corporation

1700 Market Street, IVB Building,  
Philadelphia, Pa. 19103  
Telephone (215) 972-3000

21799

February 8, 1984

Detroit Edison Company  
2000 Second Avenue  
Detroit, MI 48226

Re: Vassar (Perkins), Michigan - License dated November 1, 1962,  
between railroad and Detroit Edison Company for a 4.8 KV power  
line crossing. Account No. X5-71150.

Gentlemen:

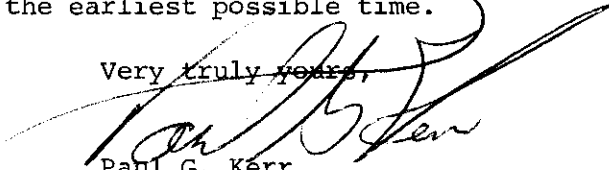
On or about February 15, 1984, The Penn Central Corporation and The  
Michigan Central Railroad Company will be conveying certain land and in-  
terests to the State of Michigan.

At closing 65.22% of the referenced license will be assigned to the  
State of Michigan. The remaining portion, 34.78%, affects property ex-  
cepted and reserved by Grantor from this sale. Currently the rent being  
invoiced for this occupation is \$75.00 per annum. After the assignment  
of interest to the State of Michigan, the State will be responsible to  
invoice its share of the rental (\$48.91) directly under Rent Number  
X5-71150. Penn Central and/or Michigan Central will invoice its share  
or \$26.09 under Rent Number X5-78Q18.

For your information, attached is a plan showing the occupation(s)  
covered by the referenced license. Those highlighted in red remain with  
Penn Central and/or Michigan Central and those shown in yellow affect  
property being purchased by the State.

So that we may be certain that this statement has reached an appro-  
priate party, would you please sign the second copy of this letter and  
return it to my attention at the earliest possible time.

Very truly yours,

  
Paul G. Kerr  
Marketing Representative  
Special Sales

Advice received and noted this 13 day of April, 1984.

DETROIT EDISON COMPANY

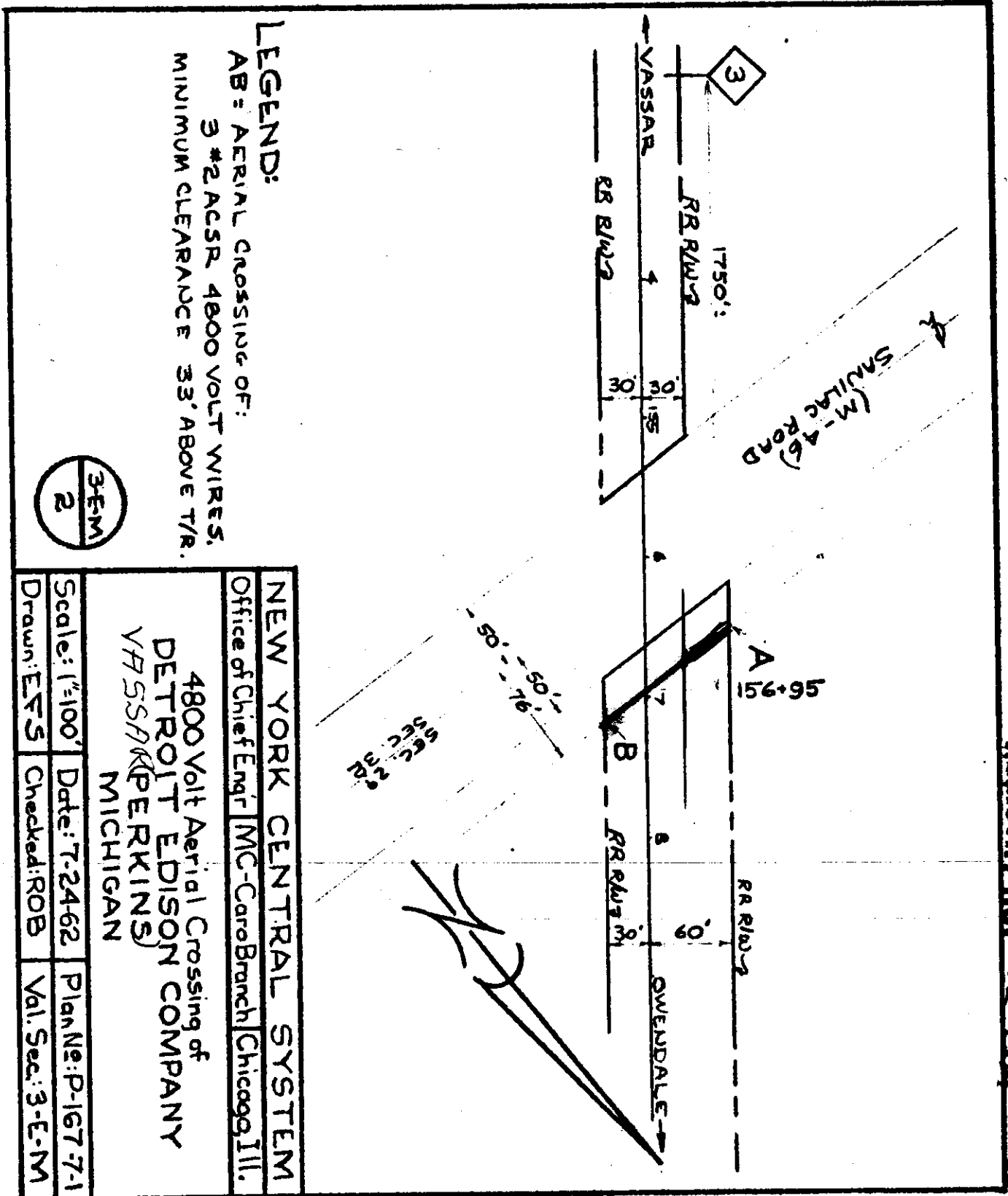
By:  (signed by Sam)

RECORDED FROM OF FILE NO. 21799

X571150

RECORDED RIGHT OF WAY NO. 21799

REGISTRY NO. 131 234



**LEGEND:**  
 AB: AERIAL CROSSING OF:  
 3 #2 ACSR 4800 VOLT WIRES.  
 MINIMUM CLEARANCE 33' ABOVE T/R.



**NEW YORK CENTRAL SYSTEM**  
 Office of Chief Engr. MC-Care Branch Chicago Ill.  
 4800 Volt Aerial Crossing of  
 DETROIT EDISON COMPANY  
 VASSAR (PERKINS)  
 MICHIGAN

Scale: 1"=100'	Date: 7-24-62	Plan No: P-167-7-1
Drawn: EFS	Checked: ROB	Vol. Sec: 3-E-M

# NEW YORK CENTRAL SYSTEM

C. E. DEFENDORF  
CHIEF ENGINEER  
KARL OVARDETS  
ASST. PLANNING ENGINEER

LA SALLE STREET STATION  
CHICAGO 5, ILLINOIS

December 10, 1962

File M-DE-417A-V

The Detroit Edison Company  
2000 Second Avenue  
Detroit 26, Michigan

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

Gentlemen:

As requested in your letter of December 5, 1962, attached for your record is fully executed copy of agreement dated November 1, 1962, between our respective companies covering your 4800 volt aerial power wire line crossing of our right of way and track at our val.sta.156+95 at Vassar (Perkins), Michigan, and providing for an initial fee of \$50.00 and an annual rental of \$20.00.

Yours very truly,

*C. E. Defendorf*  
Chief Engineer. *RS*

encl

RECORDED RIGHT OF WAY NO. 21799

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

December 5, 1962

Railroad File No. M-DE-417A-V

Mr. C. E. Defendorf  
Chief Engineer  
New York Central System  
LaSalle Street Station  
Chicago 5, Illinois

Dear Mr. Defendorf:

We are returning agreement/~~permit~~, in duplicate, covering our facilities over your tracks and/or right of way as shown on our Plan RX-2334B, and located as follows:

In private property 76 feet North of Sanilac Road and approximately 900 feet West of Higgins Road, approximately three miles Northeast of the City of Vassar (your valuation station 156+95).

City/Village \_\_\_\_\_ Township, Juniata, Southeast 1/4 of Sec. 29

County Tuscola. The agreement/~~permit~~ has been signed for our Company.

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

Yours very truly,



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

LGH/mnt  
Enclosures

RECORDED RIGHT OF WAY NO. 21799



# NEW YORK CENTRAL SYSTEM

C. E. DEFENDORF  
CHIEF ENGINEER  
KARL OVARDITS  
ASST. PLANNING ENGINEER

LA SALLE STREET STATION  
CHICAGO 5, ILLINOIS

November 19, 1962

File M-DE-417A-V

*WSD*  
*rs*

The Detroit Edison Company  
2000 Second Avenue  
Detroit 26, Michigan

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

Gentlemen:

Reference is made to our exchange of correspondence concerning your installation of a 4800 volt aerial wire line crossing of our right of way and track at a point 76 ft. north of Sanilac Road and approximately 900 ft. west of Higgins Road, approximately three miles northeast of the City of Vassar, Michigan - your plan EX-2334B.

In this connection, we have prepared and enclose herewith original and duplicate copy of proposed agreement dated November 1, 1962, between our respective companies covering said installation and providing for an initial fee of \$50.00 and an annual rental of \$20.00.

Will you please arrange for execution of both copies on the part of your Company and return to me for like action on the part of our Company, after which a fully executed copy will be returned for your record.

Yours very truly,

*C. E. Defendorf*  
Chief Engineer. *WSD*

encls

RECORDED RIGHT OF WAY NO. 21799

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
 DETROIT 26, MICHIGAN

November 2, 1962

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 **New York Central Railroad approximately 3 miles northeast of the City of Vassar in the southeast 1/4 of Section 29, Juniata Township, T-12N, R-8E, Tuscola County, Michigan.**

**Three #2 ACSE 4800 volt wires over the N.Y.C. R.R. track located in private property 76' north of Sanilas Road and approximately 900' west of Higgins Road.**

**Note: This crossing is being relocated from the highway to private property.**

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/and relocation of existing crossing and will cancel and supersede wire crossing permit No. **ED 2-8-1986** dated **9-29-47**.
- This is a new crossing.

Reference number of construction drawing is **RX- 2334B**.

**N.Y.C.S. Waiver of Hearing  
 dated 11-1-62, attached  
 Their File: M-DE-417A-V**

Yours very truly,

Permit No. ED2-8-3054

Date November 2, 1962

By J. M. Hoppe

*I. W. Gamble*

**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. 21799

# NEW YORK CENTRAL SYSTEM

Detroit, Michigan

Date August 1, 1962

File A-6657

Messrs. H. N. Wasserman

E. J. Seybold

~~H. B. RICE~~

H. M. Babcock

R. G. Flannery

C. E. Defendorf - M-DE-417A-V

Herewith is copy of letter dated July 9, 1962 from  
 The Detroit Edison Co., RX-2354B  
 and print of ~~their~~ plan R-167-7-1 regarding

Proposed O.H. Crossing of our Cato Branch Tracks at  
 Val. Sta. 156+95, 76' N. of Sanilac Road and approximately  
 900' W. of Higgins Rd., 3 miles N.E. of the city of  
 Vassar, in Perkin, Mich.

Kindly review and approve, or make comment, in space provided  
 below on Mr. Defendorf's copy, forwarding to the next party listed above.

This office submits the following objections: *No Objections*

cc: Mr. I. W. Gamble ✓  
 Det. Edison Co.  
 2000 Second Ave.  
 Detroit 26, Mich.

H. B. BERKSHIRE  
 District Engineer

APPROVED BY	DATE	COMMENTS

RECORDED RIGHT OF WAY NO. 21793

NEW YORK CENTRAL SYSTEM

July 31, 1962

Chicago, Illinois

File: ~~N-DE-417A-V~~

~~Mr. H. B. Berkshire:~~

Attached is copy of letter dated July 9, 1962 from  
The Detroit Edison Company ~~XXXX~~ P-167-7-1  
together with two copies of their/our print  
covering proposed installation of a 4800 volt aerial power wire line  
crossing over our right of way and track at val. sta. 156/95 at Perkins,  
Michigan.

Will you please obtain the approvals of all concerned and,  
with return of one copy of print, advise approval, comments or  
objections.

C. E. Defendorf  
Chief Engineer

cc: Real Estate Manager ~~-Detroit, Michigan.~~

Two copies of above referred to print attached. Please  
return one print with your approval or comments.

C.E.D.

~~XXXX~~

cc: The Detroit Edison Company  
2000 Second Avenue  
Detroit 26, Michigan  
Attn: Mr. I. W. Gumble

Your application is being handled for approval and we will  
contact you as promptly as possible.

C.E.D.

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21799

# NEW YORK CENTRAL SYSTEM

LaSalle St. Station  
Chicago 5, Ill.

November 1, 1962

File M-DE-417A-V

The Detroit Edison Company  
2000 Second Avenue  
Detroit 26, Michigan

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

Gentlemen:

Reference is made to your letter of July 9, 1962, requesting standard waiver of hearing before the Michigan Public Service Commission for a wire crossing permit to install three #2 ACSR 4800 volt wires (Span B-C) over and across this Company's right of way and track at a point 76 ft. north of Sanilac Road and approximately 900 ft. west of Higgins Road, approximately three miles northeast of the City of Vassar, Michigan, as indicated on your plan RX-2334B. (Juniata Twp.)

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

Advice should be furnished Mr. H. B. Berkshire, District Engineer at Detroit, Michigan, by letter or wire, three days prior to start of work.

Inasmuch as this crossing is over our private right of way, our standard form of agreement will be prepared and submitted to you for execution in due course.

Yours very truly,

(Sgd) C. E. Defendorf

Chief Engineer

cc: Mr. H. B. Berkshire

RECORDED RIGHT OF WAY NO. 21799

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

July 9, 1962

TO: Mr. C. E. Defendorf, Chief Engineer  
New York Central System  
LaSalle Street Station  
Chicago 5, Illinois

We hereby ~~request~~ request permission for facilities over your tracks and/or right of way as follows:

Proposed Construction: **Install three #2 ACSR 4800 volt wires (Span B-C).**

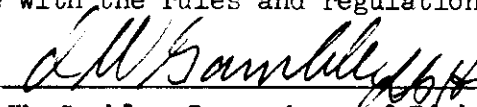
(This crossing is being relocated from the highway to private property.)

Specific Location: **In private property 76 feet north of Sanilac Road and approximately 900 feet west of Higgins Road, approximately three miles northeast of the City of Vassar.**

R.R. Valuation Station 156+95 R.R. Mile Post \_\_\_\_\_  
City/Village \_\_\_\_\_ Township Juniata, Southeast 1/4 of Section 29  
County Tuscola Detroit Edison Plan Attached RX-2334B  
and Relocation  
This is a New Crossing \_\_\_\_\_ This is a Reconstruction/ of Existing Crossing X  
Previous Agreement Information (if any) Date \_\_\_\_\_ (R.R. Plan) \_\_\_\_\_  
**No Agreement**

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  
Real Estate and Rights of Way Department

INTERDEPARTMENT CORRESPONDENCE

December 17, 1962

TO RECORDS CENTER:

Attached is fully executed copy of agreement/~~permit~~ from:

New York Central System

Facilities Covered: Three #2 ACSR 4800 volt wires (Span B-C).

Specific Location: In private property 76 feet north of Sanilac Road and approximately 900 feet west of Higgins Road, approximately three miles northeast of the City of Vassar.

GEN'L. ACCTG. DEPT.
ENTERED - CANCELED
CONTRACT BOOK NO. <u>21779</u>
DATE <u>12/28/62</u>
BY <u>[Signature]</u>
CHECKED BY <u>[Signature]</u>

R.R. Valuation Station 156+95 Mile Post \_\_\_\_\_

City/Village \_\_\_\_\_ Township Juniata, Southeast 1/4 of Section 29

County Tuscola Detroit Edison Plan No. RX-2334B

Agreement/~~Permit~~ Date 11-1-62 R.R. Plan No. P-167-7-1 dated 7-24-62

Preparation Fee \$50.00 Annual Rental \$20.00

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. \_\_\_\_\_

This is a Supplemental Agreement and is to be made a part of R/W \_\_\_\_\_

Attached Grand Trunk Western Railroad Permit No. \_\_\_\_\_ to be made part of R/W No. 9064.

RECORDED TO a

JAN 1 1963

DE FORM P.D. 189 1-61 CS

*[Handwritten signature]*

*Spec. 29, SE 1/4 of*

LGH/mnt

RECORDS CENTER
RECEIVED
TICKLER MADE
CLASSIFIED
<u>[Signature]</u>
I. W. Gamble
Supervisor of Rights of Way
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 21779

**This Agreement**, made this **1st** day  
of **November**, 19 **62**, 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 the parties hereto, in consideration of the covenants and  
agreements hereinafter contained, covenant and agree as follows:

First Party hereby licenses and permits, but without warranty, the Second Party, to **install,**  
**maintain, and use an aerial power wire line crossing consisting of three (3) #2**  
**ACSR wires carrying 4800 volts over and across First Party's right-of-way and track**  
**at valuation station 156495 at Vassar (Perkins), Michigan, as indicated on print of**  
**plan No. P-167-7-1 dated July 24, 1962,**

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 as will not interfere with the proper and safe use,  
operation, and enjoyment of the property and railroad of 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.

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**SECOND:** All the work to be done by Second Party, or by the contractors, agents or servants of Second Party, in connection with the doing of said WORK, or in connection with the repair, renewal or maintenance thereof, shall be done at the sole risk and expense of Second Party, and the cost of all work done by First Party in connection therewith, the checking of plans and the wages of any inspectors or watchmen which, in the judgment of the said Chief Engineer of First Party, may be required during the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, for the proper and safe protection of the property, traffic and business of First Party, shall be paid to First Party by Second Party, upon bills being rendered therefor. **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 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 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 at all times hereafter assume all liability for, and pay and indemnify and save harmless First Party from and against any and all 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, regardless of whether or not caused or contributed to by the negligence of First Party, its agents, or employees.

**SEVENTH:** This agreement and the 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 said notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and thereupon, Second Party shall remove said WORK from the premises of First Party and restore same to their former condition at the expense of Second Party, or on the failure of Second Party so to do, First Party may remove said WORK at the expense of Second Party, which the latter hereby expressly agrees to pay on demand.

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**EIGHTH:** It is understood and agreed by and between the parties hereto that if, at any time or times hereafter, First Party shall desire to make any changes in its tracks, structures, roadbed or other facilities at the point of crossing, or make any changes whatever in, to, upon, over or under the premises owned, controlled or leased by said First Party, and crossed or in any way affected by the WORK of Second Party under this agreement, then Second Party shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from First Party make such changes in the location or construction of its said WORK, as in the judgment of the Chief Engineer of First Party may be necessary to accommodate any future construction, improvements or changes of said First Party.

**NINTH:** It is agreed that in no event shall any wires, pipes, or other structures, except those herein mentioned and shown on the blueprint hereto attached be strung or placed across the tracks or upon the property of First Party, without express permission so to do, in writing from said First Party, to that effect; and that in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission for the stringing and 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 further action on the part of either party; and Second Party covenants and agrees that, in case 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 the receipt of bill therefor rendered to Second Party.

**ELEVENTH:** Second Party shall pay to First Party, (1) upon delivery to Second Party of executed copy hereof, the sum of Fifty Dollars (\$50.00), and (2) as rental for the privilege herein granted, the sum of Twenty Dollars (\$20.00) per annum, beginning on the first day of November, 1962, and annually in advance thereafter, during the term and continuance of this permit.

**TWELFTH:** Said power wire line, and all appurtenances connected therewith shall be constructed and maintained in accordance with Specifications for Electrical Supply Lines at Crossings with the Facilities of Steam and Electrified Railroads as contained in August 1946 Reports of Joint Engineering Committee of Association of American Railroads and Edison Electric Institute, and plat attached hereto and made a part hereof.

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

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

**THE NEW YORK CENTRAL RAILROAD COMPANY**  
**Lessee of the Michigan Central Railroad**

Approved as to Form:

By *C. E. Spear*  
Chief Engineer

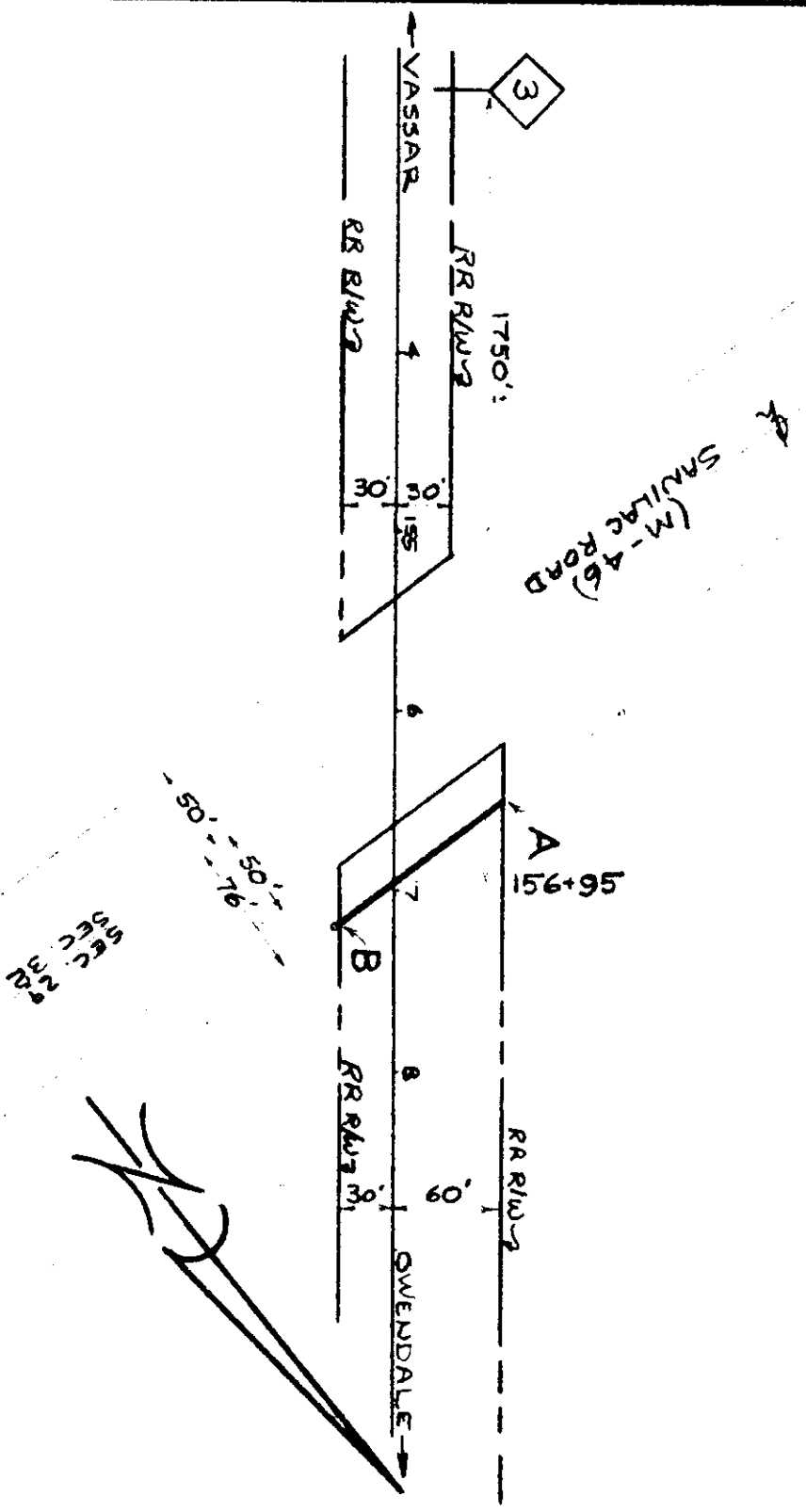
General Attorney

*YBH*  
*HYP*

**THE DETROIT WILSON COMPANY, a corporation**

By *Richard H. Taylor*  
Its RICHARD H. TAYLOR, DIRECTOR  
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

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**LEGEND:**

AB = AERIAL CROSSING OF:  
 3 #2 ACSR 4800 VOLT WIRES.  
 MINIMUM CLEARANCE 33' ABOVE T/R.



<b>NEW YORK CENTRAL SYSTEM</b>			
Office of Chief Engr. MC-Carol Branch Chicago, Ill.			
4800 Volt Aerial Crossing of DETROIT EDISON COMPANY VASSAR (PERKINS) MICHIGAN			
Scale: 1"=100'	Date: 7-24-62	Plan No: P-167-7-1	
Drawn: EFS	Checked: ROB	Vol. Sec: 3-E-M	

PROPOSED LINE CROSSING OVER NEW YORK CENTRAL RAILROAD EXISTING PERMIT NUMBER ED 2. B. 1986  
 IN P.R. 100, 78 N. OF SANILAC RD. AND APPROX CITY OF WASSILA, NE  
 SECTION 29 SE 1/4 TOWNSHIP 20 N 1/4 RANGE 50 A T 12N R 8E COUNTY TUSCOLA

NOTES

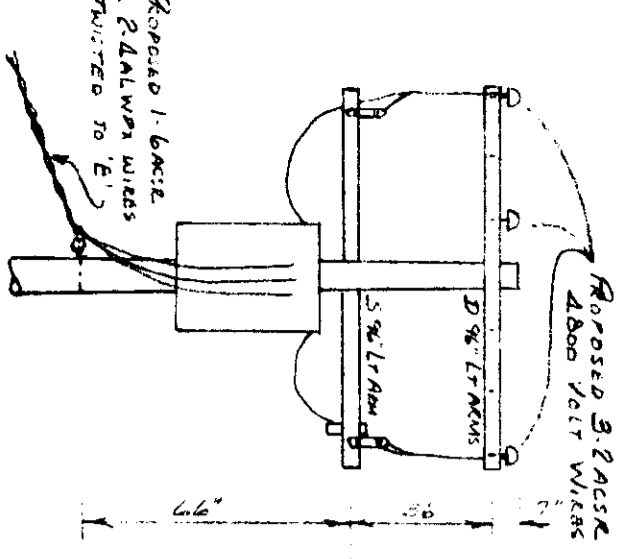
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.  
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1879 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

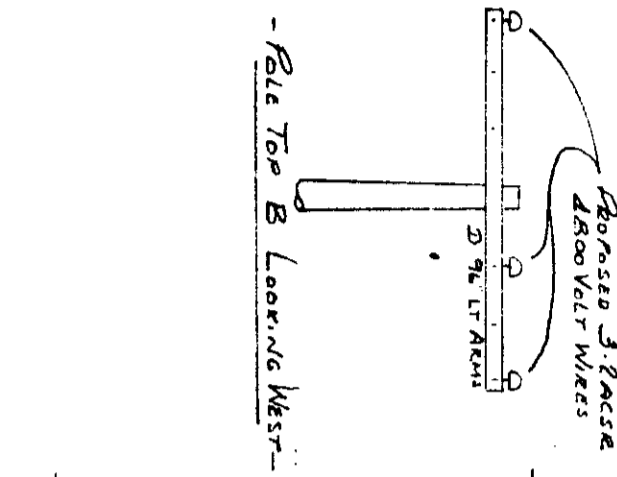
NEAREST POLE TO RAIL	SIDING	7 FT.
	MAIN LINE	12 FT.
WIRES OVER TRACKS	0 - 500 VOLTS	27 FT.
	500 - 7500 VOLTS	28 FT.
	24000 VOLTS	30 FT.
WIRES OVER R. R. SIGNAL	0 - 500 VOLTS	2 FT.
	500 - 7500 VOLTS	4 FT.
	24000 VOLTS	6 FT.

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
3	2	ASR	4800	A-D	40	3	WOOD
				B-C	40	3	WOOD
				E	25		

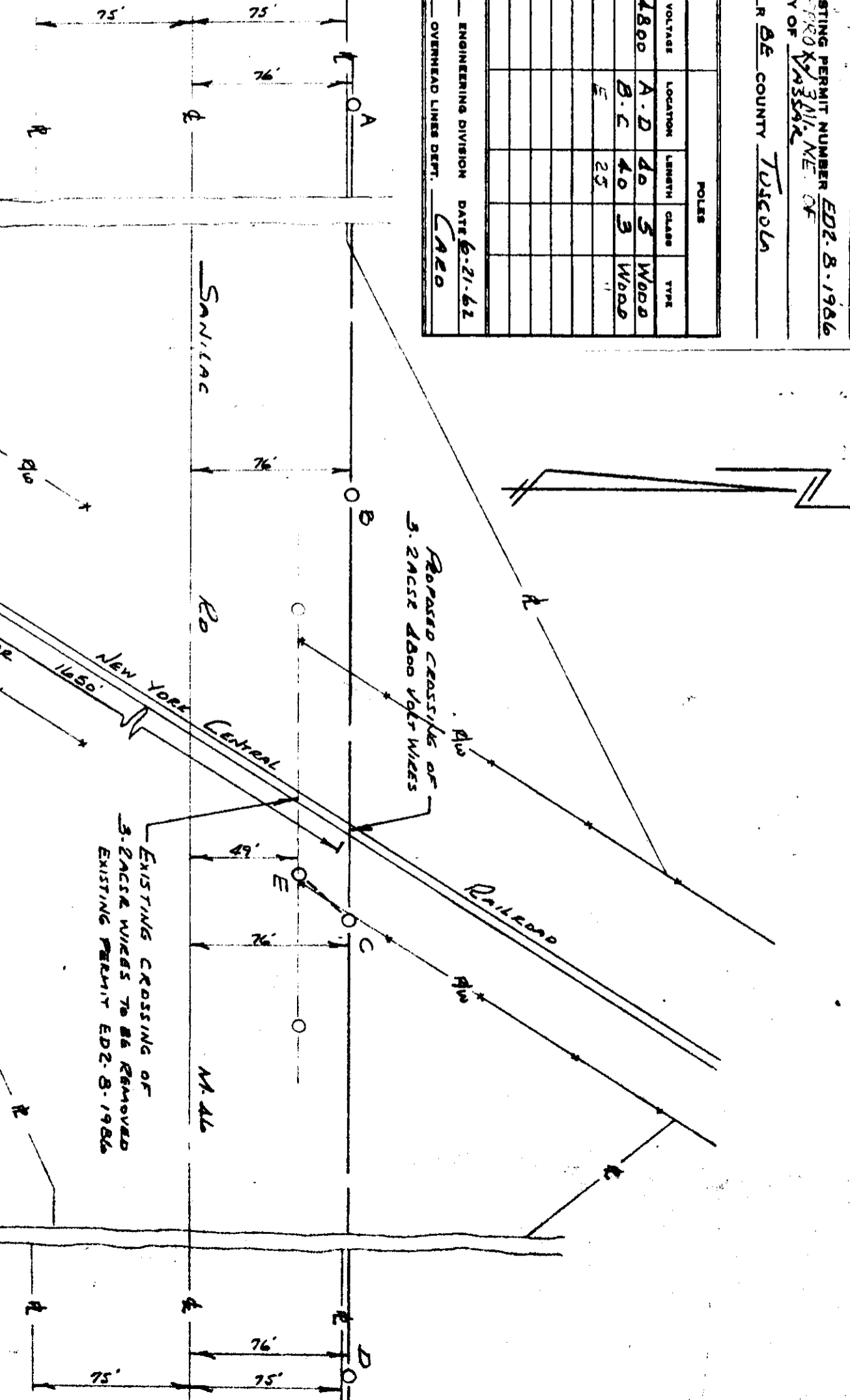
DRAWN BY GILKEY ENGINEERING DIVISION DATE 6-21-62  
 ESTIMATOR GILKEY OVERHEAD LINES DEPT. CAEO



- Pole Top C Looking West -

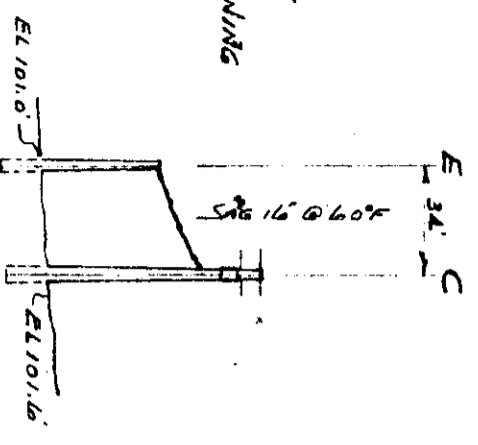


- Pole Top B Looking West -

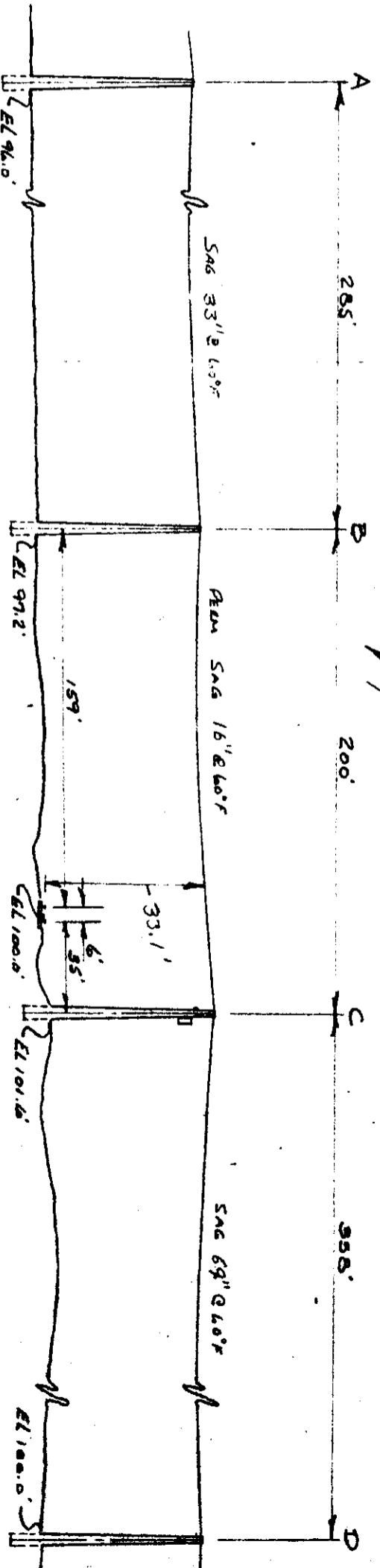


- PLAN OF CROSSING -

RELOCATE  
 DUE TO STATE HIGHWAY WIDENING



- ELEVATION LOOKING WEST -



- ELEVATION LOOKING NORTH -

Mr. Keckler,

Send Reilly and

also to build the by

July 16th —

The thing prints show

that the R.R. still runs

out to the old thing R.R.

line — as this is a

Pr. Ont. crossing. Since

it is a relocation of some

size + voltage wires can

check go ahead with the

work? — Please let him  
know. Call CARO 974.  
Thank you J.P.M.

RECORDED RIGHT OF WAY NO. 21799