



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

January 8, 1990

Mr. Ralph Iden
Director of Real Estate
and Industrial Development
Huron and Eastern Railway Company, Inc.
644 East Huron Avenue
Bad Axe, MI 48413

Re: Request to Include Newly Assigned Agreements from
CSX into Existing Huron and Eastern/Edison Master
Agreement

Dear Mr. Iden:

As a result of our January 5, 1990 phone conversation, and in light of our discussion about claimed prorations and the accuracy of individual payment amounts, a compromise payment amount for the above group of agreements was offered. The Detroit Edison Company will pay \$3,700 for the above group, in 1990.

Since only the terms and conditions of new installations are covered by the Master Agreement language negotiated between Edison and Huron and Eastern, a document accounting for changing the terms of the above agreements, is needed. In order to arrive at the offered \$3,700 annual amount for the group, a copy of this agreement letter will record the following changes;

- All agreements paying less than \$50, will show a payment amount of \$50.
- All agreements which were payable once every five (5) years, will now show an annual payment amount.
- The above group of agreements will be payable in January.
- The annual amount due for license no. 16654 will be raised from \$820 to \$871 to reach the \$3,700 amount payable for the group.

RECORDED RIGHT OF WAY NO. 32622

Mr. Ralph Iden
Huron and Eastern
January 8, 1990
Page Two

These changes will allow the achievement of the agreement to pay \$3,700 for the above group of agreements in 1990. Please add your acceptance signature below so that we can make records changes and forward you a total January payment of \$7,016.

Sincerely,

James L. Piana
James L. Piana
General Director,
Administrative Services

ACCEPTED: HURON AND EASTERN
RAILWAY COMPANY, INC.

Ralph Iden

Title DIRECTOR OF REAL ESTATE AND INDUSTRIAL DEVELOPMENT

Date 1-9-90

TW/blg

RECORDED RIGHT OF WAY NO. 22622

ADDENDUM TO DETROIT EDISON MASTER AGREEMENT - SAGINAW DIVISION

RATE REVISION 1989

ANNUAL RENT DUE January 1

ALL NEW RENTS PAID YEARLY

LESSEE	LEASE NUMBER	TYPE	USE	OLD AMOUNT	NEW AMOUNT	ORIGINAL YEAR	LOCATION	VALUATION STATION
DETROIT EDISON CO	18906	A.W.L.	4.8KV/240/GUY	\$29.50	\$50.00	1984	OLIVER TWP	2841+30 + 20.5
	4237		LINE	\$5.00	\$50.00	1937	ELKTON	2876+05 + 45
	4244		4.8KV LINE	\$5.00	\$50.00	1938	PIGEON	2838+13 + 46
	4282		4.8KV LINE	\$5.00	\$50.00	1945	OLIVER TWP	2722+53 + 46
	4325		4.8KV LINE	\$5.00	\$50.00	1948	PIGEON	2818+40 + 46
	4351		4.8KV, 2POLES	\$5.00	\$50.00	1949	FAIRGROVE	1142+02 + 46
	4416		40KV LINE	\$10.00	\$50.00	1953	SEBEWAING TWP	1896+50 + 46
	4417		40KV/4.8KV LN	\$10.00	\$50.00	1953	AKRON TWP	1889+20 + 46
	4421		40KV/4.8KV	\$10.00	\$50.00	1953	FAIRGROVE TWP	1241+80 + 46
	4425		4.8KV LINE	\$10.00	\$50.00	1953	AKRON TWP	1309+08 + 46
	4425A		4.8KV LINE	\$10.00	\$50.00	1958	COLFAX TWP	3091+77 + 46
	4427		4.8KV LINE	\$10.00	\$50.00	1953	WINSOR TWP	2408+40 + 46
	4429		TRANS. LINES	\$290.00	\$500.00	1953	BART-PIGEON	2483+30
	4435		4.8KV LINE	\$10.00	\$50.00	1953	FAIRGROVE TWP	1110+00 + 46
	4438		40KV LINE	\$10.00	\$50.00	1954	FAIRHAVEN TWP	2109+00 + 46
	4440		TRANS LINE	\$484.00	\$920.00	1954	SEBEWAING	1845+30
	4478		120KV CIRCUIT	\$15.00	\$50.00	1956	COLFAX TWP	3254+75 + 36
	4509		40KV LINE	\$16.00	\$50.00	1955	BART	2255+41 + 34
	4512		4.8KV LINE	\$10.00	\$50.00	1957	FAIRGROVE TWP	1115+47 + 46
	4522		4.8KV LINE	\$10.00	\$50.00	1958	DENMARK TWP	649+25 + 46
	4530		4.8KV LINE	\$13.50	\$50.00	1959	REESE	650+80 + 26.5
	4555		40KV LINE	\$18.00	\$50.00	1961	OLIVER TWP	2722+80 + 34
	18880		13.2KV LINES	\$50.00	\$100.00	1968	OLIVER TWP	2510+30
	16672		40KV LINES	\$100.00	\$100.00	1971	AKRON TWP	1478+30
	18878		13.2KV LINE	\$50.00	\$100.00	1968	OLIVER TWP	2609+00
	18189		40KV LINE	\$75.00	\$100.00	1977	OLIVER TWP	2889+60
	18523		4.8KV LINE	\$100.00	\$100.00	1982	AKRON	1310+35
	30091		13.2KV/4.8KV	\$100.00	\$100.00	1986	OLIVER TWP	2845+00
	18138		40KV/4.8KV	\$75.00	\$100.00	1976	REESE AREA	891+08
	18318		4.8KV LINE	\$75.00	\$100.00	1978	FAIRHAVEN	2151+82
	18854		40KV TRANS. LN	\$1,800.00	\$3,888.00	1970	AKRON TWP	1358+00
	4212		GUY/ANCHORS	\$4.00	\$50.00	1930	BART-PIGEON	+ 46
	18396		40KV LINES	\$100.00	\$200.00	1969	OLIVER TWP	2733+40
	18397		40KV/4.8KV	\$100.00	\$200.00	1969	OLIVER TWP	2722+53
	18405		40KV/GUY	\$100.00	\$200.00	1969	OLIVER TWP	2728+38
	18899		138KV LINE	\$15.00	\$50.00	1965	DENMARK TWP	784+45 + 35
	18895		WIRE/GUY	\$2.00	\$50.00	1971	AKRON TWP	1358+00 + 46
	17584		4.8KV LINES	\$10.00	\$50.00	1966	AKRON TWP	1447+25 + 46

PAGE TOTAL \$3,725.00 ~~\$7,708.00~~

754
4,679

RECORDED RIGHT OF WAY NO. 22622

TOTAL OF ALL RENTS ON THIS PAGE TO BE \$4,679.00 ANNUALLY, EFFECTIVE JANUARY 1, 1990. THIS SCHEDULE TO BE ADDED TO MASTER LEASE AGREEMENT. ALL RENTS SUBJECT TO ANNUAL REVIEW + ADJUSTMENT.
 ALL RENTS DUE AND PAYABLE JANUARY 1, 1990 + JANUARY 1 OF EACH YEAR THEREAFTER.

REAL ESTATE AND RIGHTS OF WAY

RX 2623
Project No. BT1040
Project Name Sale of C & O
Land to
Huron and
Eastern
Railway

Date: February 16, 1989
To: Supervisor
Records Center
From: Thomas Wilson *sw*
Real Estate Associate
426 GO
Subject: Additional Papers for Records Center File

Attached are papers related to the above sale of railway land. Notification was received from the new owner on 2-6-89, and the sale was reported as being consummated on December 22, 1988.

Terms contained in these papers require action by the following:

38 of the listed 39 railroad agreements were transferred, so that future rentals would be sent to the new owners. The attached documents will serve as a record of these actions.

Please incorporate these papers into Records Center File No. 22622.

TW/dem
Attachments

RECORDED RIGHT OF WAY NO. *22622*

Huron and Eastern Railway Company, Inc.

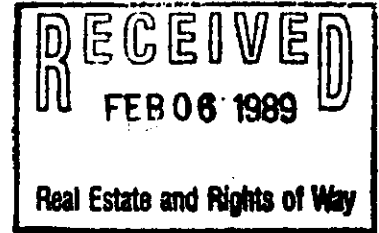
22622

644 East Huron Avenue
Bad Axe, Michigan 48413
(517) 269-9519

February 1, 1989

Thomas Wilson
Real Estate Associate
Detroit Edison Company
Room 448 G.O.
2000 Second Ave.,
Detroit, MI 48226

CERTIFIED RETURN
RECEIPT REQUESTED.
NO. P864 972848



Dear Mr. Wilson:

As of December 22, 1988, Huron and Eastern Railway Company acquired 58.5 miles of former C & O right of way, generally from Bad Axe to Saginaw. H & E began service over this line to Saginaw December 23, 1988.

The area covered begins at mile post 4.09 and continues east through Saginaw, Tuscola and Huron Counties to Bad Axe. This is highlighted on Map Exhibit A from the sale agreement, enclosed for your convenience.

As part of the acquisition, a number of Detroit Edison's real estate agreements with C & O were assigned to us. You are advised that any amounts owed under these agreements to C & O after December 23, 1988 are now payable to Huron and Eastern.

Our preliminary audit of agreements forwarded by C & O indicates the agreements on the attached list are affected.

Please check your records and complete verification forms for each agreement and return them to me as soon as possible. Please include any agreements you feel should have been included but are not listed. This will assist in correcting any errors immediately, to our mutual benefit.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Ralph Iden".

Ralph Iden
Director of Real Estate
and Industrial Development

enclosures

RECORDED RIGHT OF WAY NO. 22622



MEMBER

— Serving the Michigan Counties of Huron and Sanilac —

LESSEE	LEASE NUMBER	USE	ORIGINAL DATE
DETROIT EDISON CO	54685	4.8KV LINE	12-10-69
DETROIT EDISON CO	0-4-237	LINE	12-21-37
DETROIT EDISON CO	0-4-244	4.8KV LINE	08-29-38
DETROIT EDISON CO	0-4-282	4.8KV LINE	09-21-45
DETROIT EDISON CO	0-4-325	4.8KV LINE	04-06-48
DETROIT EDISON CO	0-4-351	4.8KV, 2POLES	06-30-49
DETROIT EDISON CO	0-4-421	40KV/4.8KV	04-01-53
DETROIT EDISON CO	0-4-427	4.8KV LINE	07-15-53
DETROIT EDISON CO	0-4-429	TRANS. LINES	08-06-53
DETROIT EDISON CO	0-4-435	4.8KV LINE	12-23-53
DETROIT EDISON CO	0-4-512	4.8KV LINE	11-08-57
DETROIT EDISON CO	0-4-522	4.8KV LINE	08-15-58
DETROIT EDISON CO	0-4-530	4.8KV LINE	06-04-59
DETROIT EDISON CO	0-4-555	40KV LINE	12-31-61
DETROIT EDISON CO	L-16396	40KV LINES	12-09-69
DETROIT EDISON CO	L-16397	40KV/4.8KV	12-10-69
DETROIT EDISON CO	L-16405	40KV/GUY	12-11-69
DETROIT EDISON CO	L-16654	40KV TRANS. LN	12-22-70
DETROIT EDISON CO	L-16672	40KV LINES	02-16-71
DETROIT EDISON CO	L-16695	WIRE/GUY	02-16-71
DETROIT EDISON CO	L-16899	138KV LINE	11-19-65
DETROIT EDISON CO	L-17564	4.8KV LINES	09-23-66
DETROIT EDISON CO	L-18138	40KV/4.8KV	09-15-76
DETROIT EDISON CO	L-18189	40KV LINE	02-28-77
DETROIT EDISON CO	L-18318	4.8KV LINE	10-19-78
DETROIT EDISON CO	L-18523	4.8KV LINE	04-28-82
DETROIT EDISON CO	L-18878	13.2KV LINE	02-26-88
DETROIT EDISON CO	L-18880	13.2KV LINES	02-13-88
DETROIT EDISON CO	L-18906	4.8KV/240/GUY	02-07-84
DETROIT EDISON CO	L-30091	13.2KV/4.8KV	06-18-86
DETROIT EDISON CO	L-4212	GUY/ANCHORS	12-23-30
DETROIT EDISON CO	L-4416	40KV LINE	02-25-53
DETROIT EDISON CO	L-4417	40KV/4.8KV LN	02-25-53
DETROIT EDISON CO	L-4425	4.8KV LINE	06-03-53
DETROIT EDISON CO	L-4438	40KV LINE	03-02-54
DETROIT EDISON CO	L-4440	TRANS LINE	03-30-54
DETROIT EDISON CO	L-4478	120KV CIRCUIT	09-14-56
DETROIT EDISON CO	L-4509	40KV LINE	01-25-55
DETROIT EDISON CO	L-4425-A	4.8KV LINE	11-17-58

RECORDED RIGHT OF WAY NO. 22622

INTERDEPARTMENT CORRESPONDENCE

February 20, 1964

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company

Facilities Covered: One #2 and three #0 120/240 volt wires (Span C-F).

Three #2 4800 volt wires and one 5/16 inch CW guy wire (Span B-C).

Overhang of three #2 4800 volt wires and one #2 and three #0 120/240 volt wires (Span C-D), three #2 120/240 volt wires and one 6 M guy wire (Span D-E) and three #2 WPX and one #4 BC (#2 Quadrex) 120/240 volt wires west of Pole J. Occupancy of one 1/4 inch EHS guy wire and anchor east of Pole J and three 10 M guy wires, one each at Pole E's south side and north and east side of Pole C. Occupancy of one anchor at north side of Pole C and south side of Pole E.

Specific Location: In private property approximately 115 feet south of the Michigan Avenue center line, opposite Valuation Station 2641+70, Railroad Mile Post 50+304 (Span C-F).

In private property 70 feet south of the Michigan Avenue center line, at Valuation Station 2641+30, Railroad Mile Post 50+304 (Span B-C).

R.R. Valuation Station See "Location" Mile Post See "Location"

~~City~~/Village Pigeon Township Winsor (Northwest 1/4 of Section 11)

County Huron Detroit Edison Plan No. RX-2523A

Agreement/~~Permit~~ Date February 7, 1964 R.R. Plan No. A-580610 (6-10-58, Revised

Preparation Fee \$25.00 Rent from "date hereof" to 12-31-64: \$29.50 1-17-62)
Annual Rental Thereafter: \$29.50

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.

REFERRED TO

GEN'L. ACCTG. DEPT.
 ENTERED - ~~CHECKED~~
 CONTRACT BOOK NO. 22622
 DATE 2-23-64
 BY [Signature]
 CHECKED BY [Signature]

RECORDS CENTER
 RECEIVED MAR 10 1964
 TICKLER MADE
 CLASSIFIED [Signature]
 I. W. Gamble
 Supervisor of Rights of Way
 Real-Estate-and-Rights-of-Way-Dept.
 Properties and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 22622

5
G T

March 11, 1964

Grand Trunk Western Railroad Co

R. P. Cornwell
Real Estate and Tax Commissioner

131 West Lafayette Boulevard
Detroit 26, Michigan

L-155-25

Mr. I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Department
The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

W.S.H.
lls

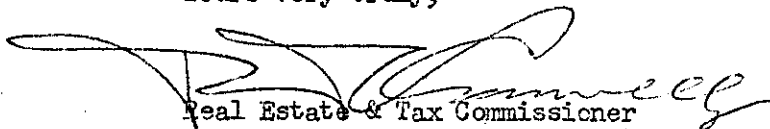
Dear Mr. Gamble:

Your letter of March 9, 1964 dealing with permit No. 357 under master agreement dated January 2, 1932 for a wire crossing in the Village of Pigeon, Michigan and conversation of this date with your Mr. L. G. Hedden.

The triangular parcel of land which you have reference to in your letter is owned jointly by the Grand Trunk Western Railroad Co. and The Chesapeake and Ohio Railway Company, therefore, the occupancy should be covered by license agreement ~~form~~ from the Chesapeake and Ohio Railway Company and this Company.

We hope that this information will be sufficient for your records to justify the two agreements in effect.

Yours very truly,


Real Estate & Tax Commissioner

FJS:md

RECORDED RIGHT OF WAY NO. 22622

COPY COPY COPY COPY

March 9, 1964

Mr. Robert P. Cornwell
Real Estate and Tax Commissioner
Grand Trunk Western Railroad Company
Real Estate and Tax Department
131 West Lafayette
Detroit 26, Michigan

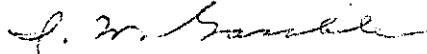
Dear Mr. Cornwell:

Please refer to your Permit No. 357 under Master Agreement dated January 2, 1932 regarding The Detroit Edison Company occupancy in your right of way in the Village of Pigeon, Huron County, Michigan.

We also have wire crossings and facilities on The Chesapeake and Ohio Railroad property at this location, and they inform us that the pole and anchor guy in the triangle east of your right of way is on their property and have recently issued an agreement covering the occupancy.

We would appreciate your checking the ownership in this triangle and inform us thereof.

Very truly yours,



I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

LGH:dal

RECORDED RIGHT OF WAY NO. 22622

COPY

COPY

COPY

COPY

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS INVOLVING INCIDENTAL OCCUPANCY OF RAILWAY'S PROPERTY

THIS AGREEMENT, made and executed in duplicate as of the 7th day of February, 1964,
between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called
"Railway", and THE DETROIT EDISON COMPANY, a New York Corporation

hereinafter called "Licensee" (all words herein referring to Licensee to be taken of such number and gender as the context may require):

WITNESSETH THAT:

WHEREAS, Licensee desires to construct, operate and maintain a wire and/or cable line ~~over~~
and across the right of way, tracks and wires of Railway, consisting of ~~one (1) 5/16" guy wire 35 feet~~
above T/R; one (1) #2 WP, three (3) #0 WP 120/240 V. wires ~~and incident thereto to~~
30.9 feet above T/R

locate four (4) poles, three (3) guys and two (2) anchors on Railway

Right of Way, at or near Station 2641 plus 30 and 2641 plus 70 respectively

Mile Post 50 plus 304 Feet, Saginaw, Bad Axe & Port Huron

Subdivision, Saginaw Division, at or near Pigeon

County of Huron, State of Michigan

said crossing, together with the necessary poles, towers, conduits, fixtures and appurtenances thereto, being in
accordance with attached print

marked for identification "Exhibit A"

Drawing No. A-580610 revised 1/17/62

which are made a part of this agreement and Licensee's File: RX 2523A

which are incorporated herein and made a part hereof by reference; said crossing and the aforesaid facilities,
and appurtenances thereto located on
Railway's Right of Way, being hereinafter referred to collectively as "CROSSING"; and

WHEREAS, Railway is willing for said CROSSING so to be constructed, operated and maintained on
Railway's property upon the following terms, covenants, conditions and limitations;

22622

NOW, THEREFORE, in consideration of the premises and the observance by Licensee of the terms, covenants, conditions and limitations hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. Railway hereby licenses and permits Licensee, at its sole risk, cost and expense, to construct, operate, maintain and renew said CROSSING across the right of way, tracks, wires and any other facilities of Railway

....., and of any other person, firm, corporation or association which now or may hereafter have any such facilities on Railway's right of way at or in the vicinity of said CROSSING, all such facilities (other than said CROSSING) as set forth and contemplated in this Section 1, being hereinafter referred to collectively as "OTHER FACILITIES".

2. Before constructing said CROSSING, Licensee shall, at its sole cost and expense, obtain all necessary authority therefor from any public authority or authorities having jurisdiction in the premises, and shall thereafter observe and comply with the requirements of such public authority or authorities and all applicable laws and regulations.

3. Licensee shall construct, operate, maintain and renew said CROSSING in accordance with its
standards of construction on file with and approved by the Michigan Public Service Commission

and in such manner as not to interfere in any way with the facilities, business or operations of Railway, or of any OTHER FACILITIES and use material and workmanship satisfactory to the General Superintendent-Signals and Communications, or other authorized officer of Railway.

4. In the event the construction, operation or maintenance of said CROSSING shall, in the judgment of Railway, necessitate any changes or alterations in any OTHER FACILITIES, then Railway may make or cause to be made all such changes and alterations at the sole risk, cost and expense of Licensee, and Licensee shall reimburse Railway therefor promptly upon receipt of Railway's bill for such work.

5. If, in the judgment of Railway, the operation, existence or maintenance of said CROSSING shall at any time cause interference, including but not limited to physical interference, interference from electromagnetic induction, electrostatic induction, or from stray or other currents, with OTHER FACILITIES, or shall, in any manner interfere, with the operation, maintenance or use by Railway of its right of way, tracks, structures, pole lines, devices, other property or any appurtenances thereto, then, and in any such event, Licensee, upon receipt of written notice from Railway of any such interference, shall promptly, at its own risk, cost and expense, make such changes in said CROSSING as, in the judgment of Railway, may be required to eliminate all such interference.

6. In the event that Licensee shall at any time desire to make changes in the physical or operational characteristics of said CROSSING, it shall first secure in writing the consent and approval of Railway, and Licensee agrees that such changes shall be made at its sole risk, cost and expense, and subject to all the terms, covenants, conditions and limitations of this agreement.

7. In the event Railway shall, at any time, deem it necessary or advisable to change the grade or location of its track or tracks, to construct any additional track or tracks, to make any other additions and betterments, or otherwise improve, change or relocate its structures, pole lines, devices or facilities at or in the vicinity of said CROSSING, which rights Railway hereby expressly reserves unto itself, Licensee, within thirty (30) days after receiving written notice from Railway so to do, shall promptly, at its own risk, cost and expense, relocate, raise, alter or otherwise change its CROSSING to a location and in a manner and in conformity with such applicable specifications which, in the judgment of Railway, will enable Railway to make any of the aforesaid changes which it may deem necessary or desirable.

8. Licensee shall and will at all times hereafter release Railway from, and indemnify and save harmless Railway from and against any and all liability, claims, demands, loss, detriments, costs, damages, charges or expenses which Railway may incur, suffer, sustain, be put to or be in any way subjected to, on account of injury to or death of any persons and loss or destruction of or damage to any property, including but not limited to OTHER FACILITIES, caused by, resulting from, arising out of or in any manner connected with the negligence of Licensee in the construction, installation, maintenance, existence, use, renewal or removal of said CROSSING.

9. Licensee hereby assumes all risk of loss, destruction or damage of any nature to said CROSSING, howsoever caused, and Licensee hereby releases Railway from all liability on account thereof.

10. Licensee shall promptly pay and discharge all taxes, assessments and other governmental and/or municipal charges upon said CROSSING located on Railway's property, and shall promptly comply with all governmental and/or municipal rules and regulations covering the operation of said CROSSING.

11. Licensee shall pay to Railway, upon the execution of this agreement, a license fee of Twenty-Five Dollars (\$25.00) toward the cost of preparation of this agreement and supervision expense. Licensee shall also pay to Railway as a rental charge for the use of its premises the sum of twenty nine and 50/100 -----
----- Dollars (\$ 29.50) on the execution of this agreement to cover the period from the date hereof to December 31, 1964, and commencing January 1, 1965, and on each anniversary date thereafter, the sum of twenty nine and 50/100 ----- Dollars (\$ 29.50) per annum, in advance, for each and every year, or fraction thereof, during which this agreement shall remain in force and effect.

12. This agreement shall continue in force and effect until terminated by ninety (90) days' notice in writing from either party to the other of its intention to terminate the same, except that termination of this agreement shall not relieve or release Licensee from any liability or obligation which may have been incurred or assumed by Licensee hereunder prior to the termination hereof.

13. In the event this agreement shall be at any time terminated as herein provided, or Licensee, in the judgment of Railway, shall have abandoned said CROSSING, said Licensee shall, at its sole risk, cost and expense, forthwith upon request of Railway so to do, remove said CROSSING from and across the right of way and premises aforesaid, and in the event of the failure or refusal of Licensee, within thirty (30) days after receipt of such request, to remove said CROSSING and restore and leave said right of way and premises in as good condition as before the installation of said CROSSING, then and in that event Railway, without incurring any liability to Licensee, may, at its option, remove said CROSSING. Licensee shall reimburse Railway for the entire cost and expense of such removal and restoration upon receipt of Railway's bill therefor.

14. The terms and provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of Railway _____ and any other person, firm, corporation or association now or hereafter having facilities on Railway's right of way at or in the vicinity of said CROSSING, and the successors, heirs, personal representatives and assigns of Licensee. No assignment by Licensee of this agreement or of any rights hereunder shall be made without the prior written consent of Railway.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be duly executed.

Approved as to form:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

Robert B. Seely
Assistant General Attorney

By *J. H. Corbett*
General Superintendent—Signals and Communications

Approved:

THE DETROIT EDISON COMPANY

Assistant Chief Engineer

Licensee

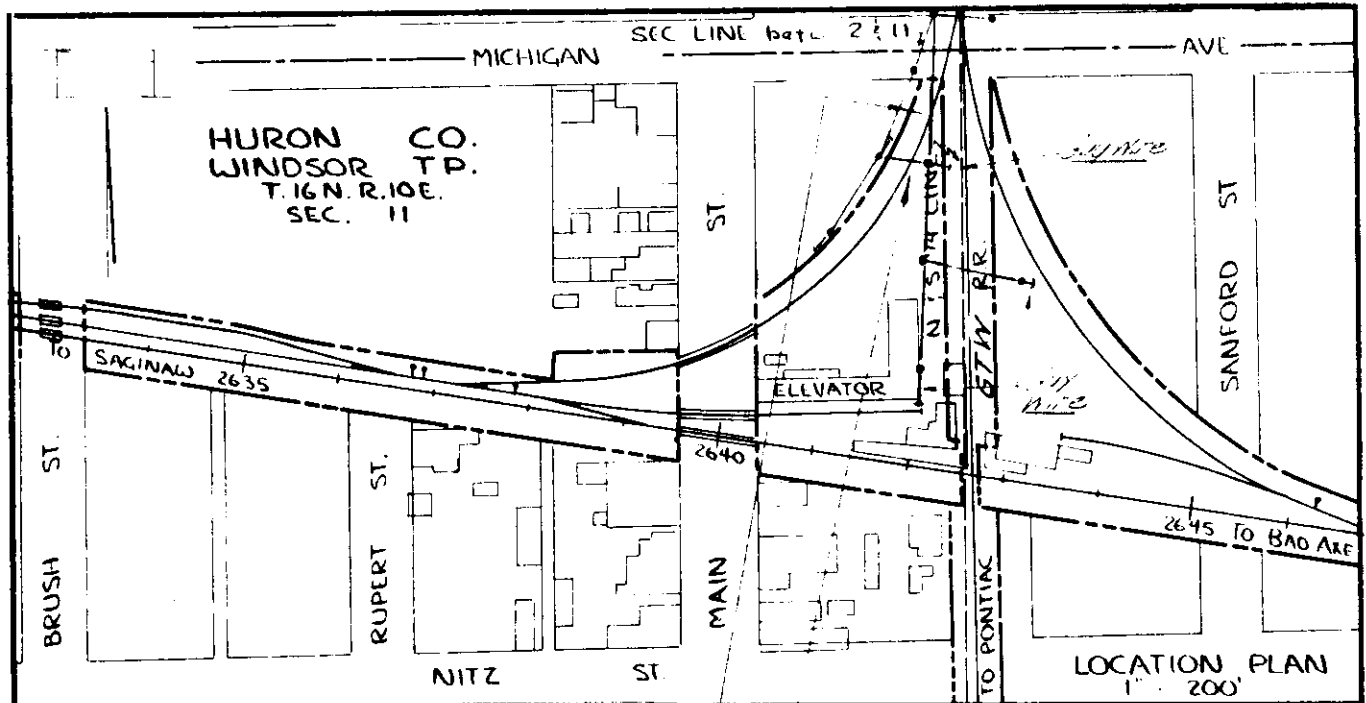
By *A. L. Kasameyer*
A. L. KASAMEYER, DIRECTOR
PROPERTIES AND RIGHTS-OF-WAY DEPARTMENT

(Title)

Juan W. Sanchez

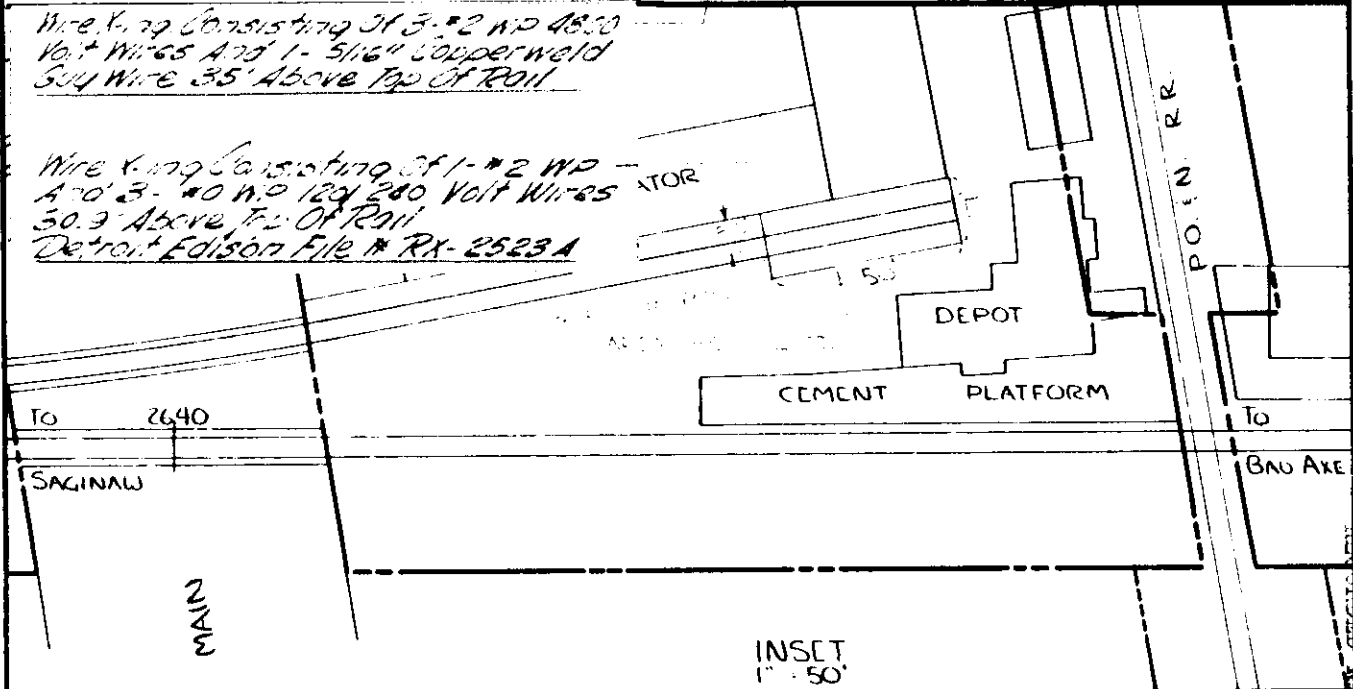
A. Wheeler

RECORDED FROM CHESAPEAKE & OHIO RAILWAY CO. 22622



Wire Line consisting of 3-#2 W.P. 480 Volt Wires And 1- 5/16" Copperweld Guy Wire 35' Above Top Of Rail

Wire Line consisting of 1-#2 W.P. And 3- #0 W.P. 120/240 Volt Wires 50.9' Above Top Of Rail
 Detroit Edison File # RX-2523A



LEGEND
 — WIRE LINE X-INS.
 (435' ON 300' R/W)

EXHIBIT A

REVISIONS 1-17-62 CT	THE CHESAPEAKE AND OHIO RAILWAY COMPANY DIVISION ENGINEER'S OFFICE SAGINAW, MICHIGAN	
PIGEON, MICHIGAN WIRE LINE X-INGS FOR: THE DETROIT EDISON COMPANY		
SAGINAW, BAD AXE & PORT HURON SUBDIVISION		
SCALE: SHOWN DATE: 6-10-58 DRAWN BY: BEC CHECKED BY:	VAL. SEC. 4J 34 & 34A	DRAWING NO. A-580610

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

February 3, 1964

Railroad File No. W. C. Pigeon

Mr. T. L. Carlson, General Superintendent
The Chesapeake and Ohio Railway Company
Signals and Communications
C&O Building, 405 Eleventh Avenue
Huntington 1, West Virginia

Dear Mr. Carlson:

We are returning agreement/~~permit~~, in duplicate, covering our facilities over your tracks and/~~or~~ right of way as shown on our Plan RX-2523A, and located as follows:

At points in private property south of the center line of Michigan Avenue, Mile Post 50+304, opposite Valuation Station 2641+70 and at Valuation 2641+30.

~~City~~/Village Pigeon Township, Winsor (NW 1/4 Sec. 11),
County Huron. 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.~~
Properties and Rights of Way Dept.

LGH:dal
Enclosures 2

RECORDED COPY OF THIS LETTER
26-22

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT 26, MICHIGAN

February 19, 1962

66-0015 219 10

REAL ESTATE AND RIGHTS DEPT.

Permit No. ED2-8-4939

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

Executed	<input checked="" type="checkbox"/>
Adm.	
File	

FEB 21 1962

I, Ivan W. Gamble, Supervisor of Rights of Way of The Detroit Edison Company, Detroit, Michigan, hereby certify that the wire crossing, covered by Wire Crossing Permit No. ED2-8-4939 issued 2-8-62, 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,

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

RX No. 2523A

Location Village of Pigeon

Huron County

Railroad Chesapeake and Ohio

Railway

In p.p. 70' S. of the Michigan Ave. c/l, N.W. 1/4 of Sec. 11 Winsor Twp. (Span B-C)
C.&O. R.W. Waiver of Hearing dated 1-26-62 - Their File: WC - Pigeon

Subscribed and sworn to before me this 19th day of February, 1962

Notary Public, Oakland
County, Michigan.

My Commission expires 10-28-62

RECORDED RIGHT OF WAY NO.

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

February 19, 1962

100-1115-100-9-10

REAL ESTATE AND
RIGHTS-DEPT.

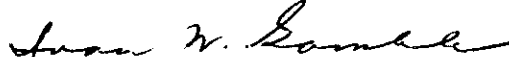
Permit No. ED2-8-4940

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, Ivan W. Gamble, Supervisor of Rights of Way
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing, covered by Wire Crossing Permit No. ED2-8-4940
issued 2-8-62, 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,



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

RX No. 2523A

Location Village of Pigeon

Huron County

Railroad Chesapeake and Ohio

Railway

Subscribed and sworn to before me this
19th day of February, 1962


Notary Public, Oakland

County, Michigan.

My Commission expires 10-28-62

In p.p. approx. 115' S. of the
Michigan Ave. c/l, N.W. 1/4 of
Sec. 11, Winsor Twp. (Span C-F)
C.&O. R.W. Waiver of Hearing dated
1-26-62 - Their File: WC - Pigeon

RECORDED
2523A

FEB 5 1962
 DEPARTMENT OF ACCOUNTING

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
 DETROIT 26, MICHIGAN

January 31, 1962

RECORDED AND INDEXED

Michigan Public Service Commission
 Lansing 13, Michigan

REAL ESTATE AND
 RIGHTS-DEPT.

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **Chesapeake and Ohio Railway in the Village of Pigeon, N.W. 1/4 of Section 11, Winsor Township, Huron County, T-16W, R-10E.**

Span B-C Three #2 WF 4800 volt wires and one 5/16" copperweld wire over the spur track of the C.&O. R.W. in private property 70' south of the Michigan Avenue center line.

Note: Permit requested due to change in ownership of the spur track. The permit herein being canceled was for the G.T.W. R.R.

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. ~~ED2-8-756~~ dated 7-26-38, previously shown on RX-1922.
- This is a new crossing.

Reference number of construction drawing is RX- 2525A.
 C.&O. R.W. Waiver of Hearing dated 1-26-62, attached
 Their File: WC - Pigeon

Yours very truly,

Permit No. ED2-8-4939

Date February 8, 1962

By J. M. Hoppe

J. W. Gamble

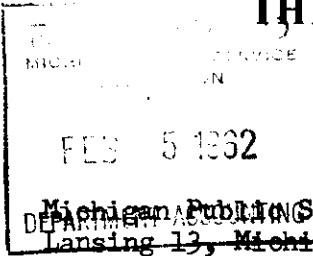
I. W. Gamble
 Supervisor of Rights of Way
 Real Estate and Rights of Way Dept.

Check in circle indicates statement applicable.

RECORDED AND INDEXED

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN



January 31, 1962

1962 FEB 9 AM 9 38

REAL ESTATE AND RIGHTS OF WAY DEPT.

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **Chesapeake and Ohio Railway in the Village of Pigeon, N.W. 1/4 of Section 11, Winser Township, Huron County, T-16N, R-10E.**

Span C-F One #2 WP and three #0 WP 120/240 volt wires over the C.&O. R.W. spur track in private property approximately 115' south of the Michigan Avenue center line.

Note: Permit requested due to change in ownership of the spur track. The permit herein being canceled was for the G.T.W. R.R.

FEB 5 1962

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. **ED2-8-756** dated **7-26-38**, previously shown on **RX-1922**.
- This is a new crossing.

Reference number of construction drawing is **RX-2523A**.

C.&O. Waiver of Hearing dated 1-26-62, attached Their File: WC - Pigeon

Yours very truly,

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

Permit No. ED2-8-4940

Date February 8, 1962

By J. M. Hoppe

Check in circle indicates statement applicable.

RECORDED HIGHWAY OF WAY NO. 226-22



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

SIGNAL AND COMMUNICATIONS DEPARTMENT

~~RICHMOND TO VA.~~

Detroit 2, Michigan

T. L. CARLSON
Gen. Supt.-Sigs. & Comms.

E. A. BURGIN
Supt. of Sigs.

P. A. FLANAGAN
Supt. of Comms.

January 26, 1962 FG

WC - Pigeon

**The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan**

Attention: Mr. I. W. Gamble

Gentlemen:

Reference is made to your application of December 20, 1961, File KI-2523A, requesting a waiver to permit construction of an aerial power line crossing over our spur track and right of way opposite Station 2641 plus 30 of the Saginaw-Bad Axe Subdivision, 70 feet south of the center line of Michigan Avenue, 225 feet east of the center line of Main Street, in Pigeon, Section 11, Town 16 north, Range 10 east, Winsor Township, Huron County, Michigan.

The crossing will consist of three (3) #2 WP 4800 volt wires and one (1) 5/16 inch copperweld guy wires (span B-C), 35 feet above top of rails.

The Chesapeake and Ohio Railway Company hereby waives hearing before the Michigan Public Service Commission for permission to construct the above wire line crossing, with the provision that construction shall conform to the specifications of the Michigan Public Service Commission for such wire line crossings.

Very truly yours,

J. S. J. Minkler
Communications Engineer

*RECEIVED
JAN 27 1962
REAL TIME AND
RIP*

1000

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT 26, MICHIGAN

TO: Mr. T. L. Carlson, General Superintendent
Signals and Communications
The Chesapeake and Ohio Railway Company
Argonaut Building
Detroit 2, Michigan

December 20, 1961

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

Proposed Construction: Existing three #2 WP 4800 volt wires and one 5/16" copperweld
guy wire (Span B-C).

Permit being requested due to change in ownership of the spur track. The permit
being canceled was for the Grand Trunk Western Railroad.

Specific Location: In private property 70 feet south of the Michigan Avenue center
line.

J R.R. Valuation Station 2241430 R.R. Mile Post 30 plus 304
~~City~~/Village Pigeon Township Winsor, Northwest 1/4 of Section 11
County Huron Detroit Edison Plan Attached RX-2523A
This is a New Crossing _____ This is a Reconstruction of Existing Crossing X
Previous Agreement Information (if any) Date _____ (R.R. Plan) _____

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.

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

LGH/mt



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

SIGNAL AND COMMUNICATIONS DEPARTMENT

~~XXXXXXXXXX~~
Detroit 2, Michigan

T. L. CARLSON
Gen. Supt.-Sigs. & Comms.

E. A. BURGIN
Supt. of Sigs.

P. A. FLANAGAN
Supt. of Comms.

January 26, 1962 PG

WC - Pigeon

1.0. 29 AM 10 10

REAL ESTATE AND
SURVEYING DEPT.

The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

Attention: Mr. I. W. Gamble

Gentlemen:

Reference is made to your application of December 20, 1961, File EX-2523A, requesting a waiver to permit construction of an aerial power line crossing over our spur track and right of way opposite Station 2641 plus 70 of the Saginaw-Bad Axe Subdivision, 115 feet south of the center line of Michigan Avenue, 200 feet east of the center line of Main Street, in Pigeon, Section 11, Town 16 north, Range 10 east, Winsor Township, Huron County, Michigan.

The crossing will consist of one (1) #2 WP, three (3) #0 WP 120/240 volt wires (Span C-F), 30.9 feet above top of rails.

The Chesapeake and Ohio Railway Company hereby waives hearing before the Michigan Public Service Commission for permission to construct the above wire line crossing, with the provision that construction shall conform to the specifications of the Michigan Public Service Commission for such wire line crossings.

Very truly yours,

J. S. J. Minker
Communications Engineer

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

December 20, 1961

TO: Mr. T. L. Carlson, General Superintendent
Signals and Communications
The Chesapeake and Ohio Railway Company
Argonaut Building
Detroit 2, Michigan

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

Proposed Construction: Existing one #2 WP and three #0 WP 120/240 volt wires (Span C-F).

Permit being requested due to change in ownership of the spur track. The permit being canceled was for the Grand Trunk Western Railroad.

Specific Location: In private property approximately 115 feet south of the Michigan Avenue center line.

opposite
R.R. Valuation Station 3621470 R.R. Mile Post 50+304
~~City~~/Village Pigeon Township Winsor, Northwest 1/4 of Section 11
County Huron Detroit Edison Plan Attached RX-2523A
This is a New Crossing _____ This is a Reconstruction of Existing Crossing X
Previous Agreement Information (if any) Date _____ (R.R. Plan) _____

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

PROPOSED LINE CROSSING OVER THE HESARPALE AND MICHIGAN RAILROAD IN THE GENERAL LOCATION BETWEEN R.I.C. IN MICHIGAN AND ST. J. 115 AND 230 ST. J. OF THE CH. TOWNSHIP

EXISTING PERMIT NUMBER 4823-576 SPAN 23-4
756 SPAN 23-4

SECTION 11 N.W. 1/4 TOWNSHIP 42 N. R. 10 E. COUNTY HURON

DESIGNED BY J. WHITE
PLANNING & PROJECT ENGINEERING DEPT. DATE 12-8-61

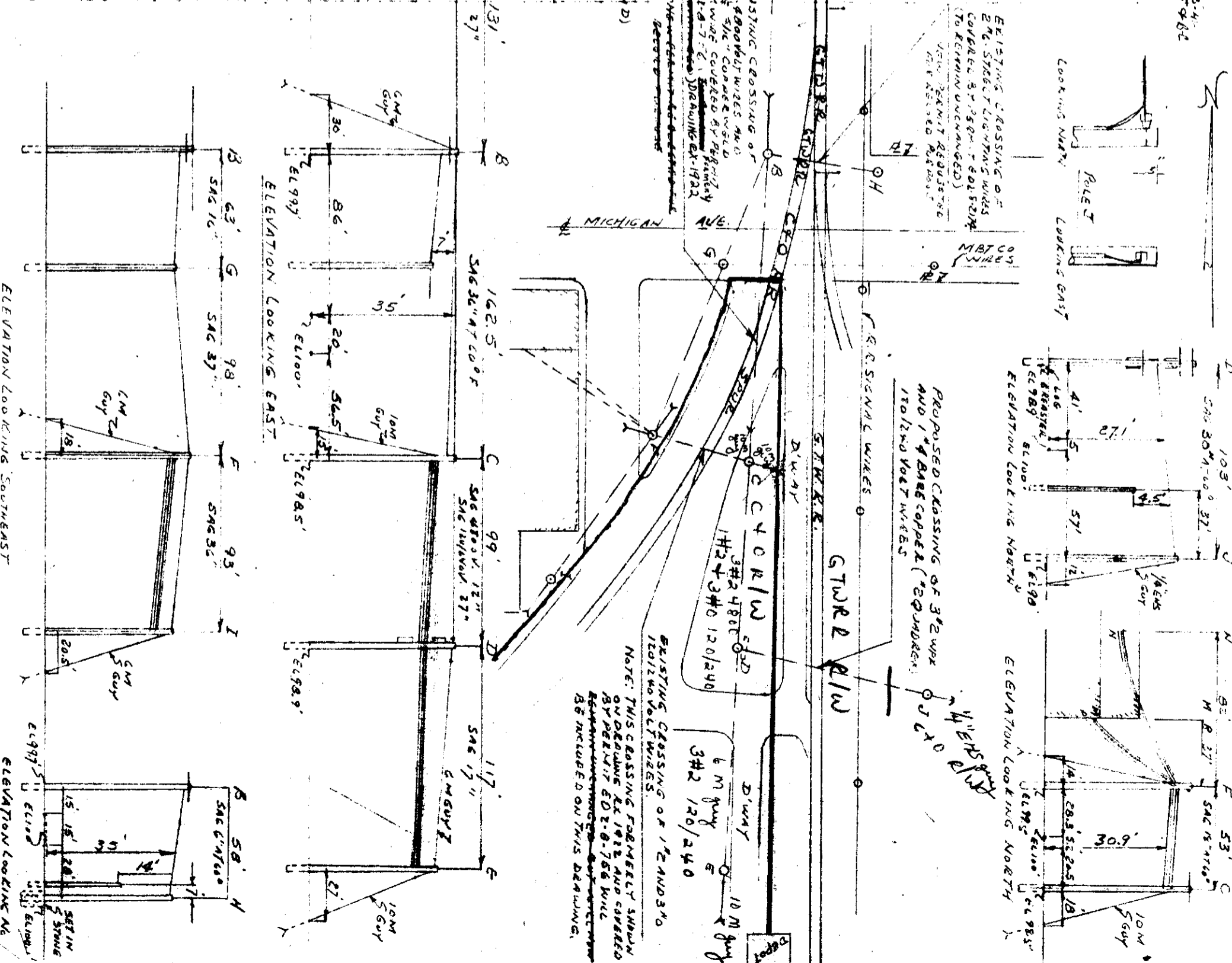
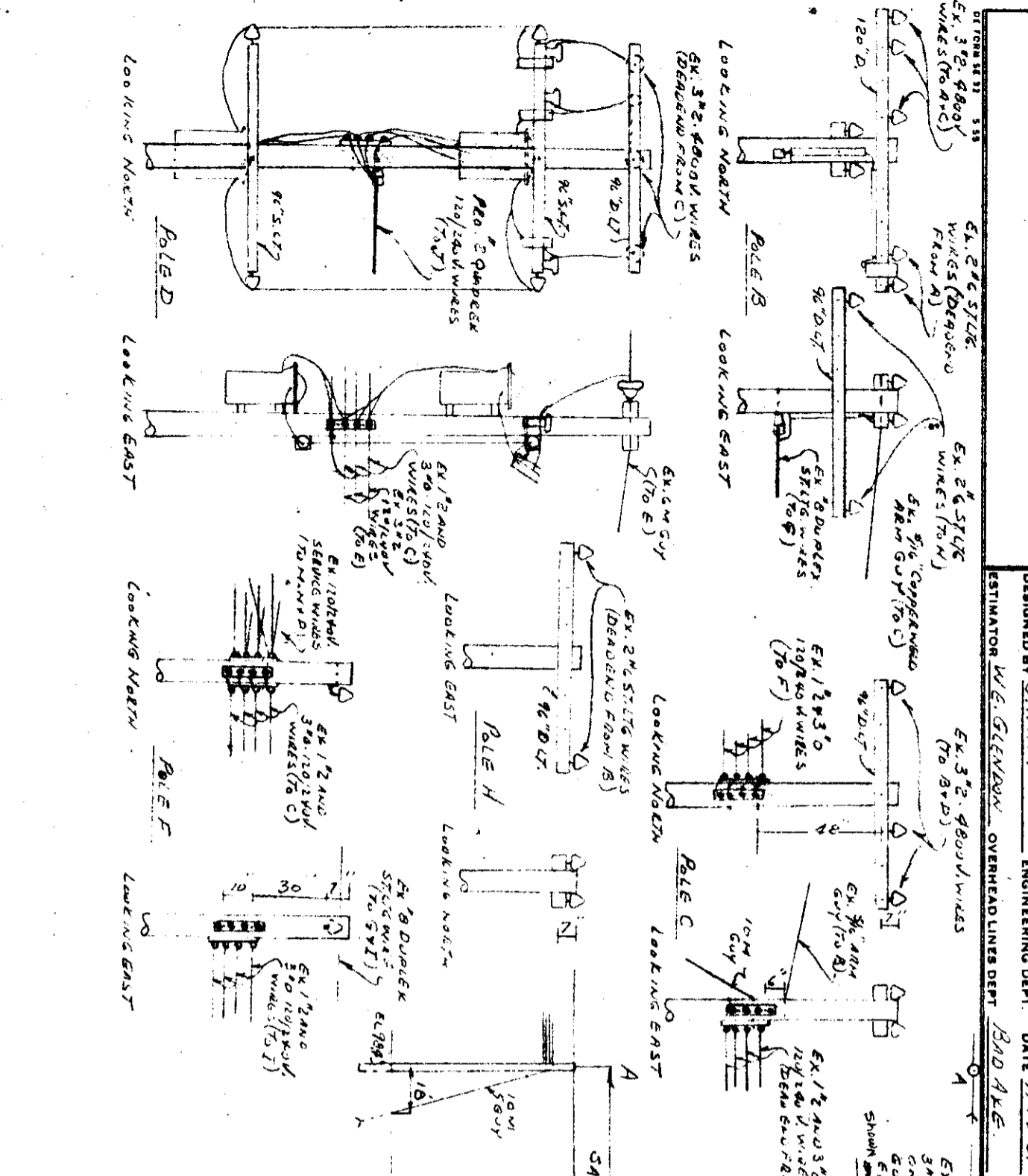
ESTIMATOR W.E. GLENBURN OVERHEAD LINES DEPT. BAD AKE

NOTES
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1958.
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1078 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1954, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

NEAREST POLE TO RAIL	7 FT
MAIN LINE	12 FT
WIRE OVER TRACKS	0-780 VOLTS 27 FT 780-15,000 VOLTS 28 FT 15,000-50,000 VOLTS 30 FT
WIRE OVER R SIGNAL	0-780 VOLTS 2 FT 780-8,700 VOLTS 4 FT 8,700-50,000 VOLTS 6 FT

NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
1	3/4"	SPAN (C-F)	(C-F)	A	45'	2	WOOD
2	3/4"	SPAN (B-C)	(B-C)	B-C	45'	3	"
3	3/4"	SPAN (D-E)	(D-E)	D-E	45'	2	"
4	3/4"	SPAN (E-F)	(E-F)	E-F	40'	4	"
5	3/4"	SPAN (G-H)	(G-H)	G	40'	5	"
6	3/4"	SPAN (H-I)	(H-I)	H	40'	4	"
7	3/4"	SPAN (I-J)	(I-J)	I	40'	4	"
8	3/4"	SPAN (J-K)	(J-K)	J	40'	4	"



COPY

This Indenture, Made this 6th day of March

in the year of our Lord one thousand nine hundred and Sixty-One

BETWEEN THE DETROIT EDISON COMPANY, a New York

Corporation

party of the first part

and JACOB F. TREUT

of 27087 VanDyke Avenue, Warren, Michigan, part of the second part

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollars

to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and to his heirs, successors and assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township of Shelby

County of Macomb and State of Michigan, known and described as follows, to-wit: That part of the East 1/2 of the Northeast 1/4 of Section 5, T3N, R12E, lying S.E. of the Michigan Airline Railway described as: Beginning at the intersection of E. Line of said Sec. and the S.E. R/W line of said railway; thence S33°04'20" W along said R/W line 1961.25 ft. to a point; thence N 88°13' E. along the N. line of land conveyed to The Detroit Edison Company by deed dated December 15, 1932 and recorded in Liber 204, Page 586 Macomb County Records, 1210.28 ft. to a point in the said E. Sec. line; thence N along the said E Sec. line, also being the center-line of Mound Road (66 feet wide), 1506.56 ft. to the point of beginning.

Subject to the rights of the public in and to a public highway over the E 33 ft. of the above described parcel known as Mound Road.

Subject also to the rights granted to the Michigan Air Line Railway Company by deed dated September 3, 1878 and recorded in Liber 72 of Deeds, Page 368, Macomb County Records in and over a strip of land 20 ft. wide along N.W. side of the lands above described.

ALSO the S. 20 acres of the E 1/2 of the N.E. 1/4 of Sec. 5, T3N, R12E, excepting that part conveyed to The Michigan Air Line Railway Company by John C. Dotzert and Catherine Dotzert, his wife, by deed dated September 3, 1878 and recorded in Liber 72 of Deeds, Page 369 Macomb County Records.

Subject to the rights of the public in and to a public highway over the E 33 ft. of the above described parcel known as Mound Road (66 ft. wide).

Reserving, however, to the Grantor herein for the benefit of itself, its successors and assigns, an easement upon, over and across the N.W. 130 ft. of both of the above described parcels of land and being along and adjacent to the S.E. line of the G.T.E.R. R/W and the W. line of the last parcel above described for the purpose of constructing, operating and maintaining its lines and for the transmission and distribution of electricity and Company communication facilities, including the necessary towers, wires and equipment, including the right to keep said easement free and clear of all trees and no buildings or structures shall be erected upon or placed in the easement reserved.

Also subject to Zoning Ordinance of the Township of Shelby.

4037-22

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part, either in Law or Equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

COPY

SOLD REAL ESTATE FILE NO. 308 (Part 11)

RECORDED RIGHT OF WAY NO. 23522

To Have and To Hold the said premises as above described, with the appurtenances unto the said party of the second part, and to his heirs, successors and assigns, FOREVER. And the said party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with said party of the second part, his heirs, successors and assigns, that it, the said party of the first part, has not heretofore done, committed or wittingly or willingly suffered to be done or committed, any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are or shall or may be charged or encumbered in title, estate or otherwise howsoever.

IN WITNESS WHEREOF, the said corporation, party of the first part, has caused these presents to be signed in its name by M. Pease, Asst. Vice President and Esther Birnbaum, Asst. Secretary, and sealed with its corporate seal the day and year first above written.

Signed, Sealed and Delivered in Presence of



Lillian J. H. Carroll
LILLIAN J. H. CARROLL

THE DETROIT EDISON COMPANY

By *M. Pease*
M. Pease Assistant Vice President.
Esther Birnbaum
Esther Birnbaum Assistant Secretary.

Irene C. Kata
Irene C. Kata

*Revenue stamps in the amount of \$39.60
affixed to original
E M Birnbaum 3/4/61*

STATE OF MICHIGAN, }
County of Wayne } ss.

On this 6th day of March

in the year of our Lord one thousand nine hundred and Sixty-One
before me, a Notary Public, in and for the County of Wayne appeared Esther Birnbaum
to me personally known, who, being by me duly sworn, did say that she is Assistant
Secretary of THE DETROIT EDISON COMPANY

the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said

Esther Birnbaum acknowledged said instrument to be the free act and deed of said corporation.

Lillian J. H. Carroll
LILLIAN J. H. CARROLL

My Commission expires August 8 1961 Notary Public, Wayne County, Michigan.

DEED

LIMITED WARRANTY

— TO —

RECORDING DATA

*H. J. ... 2-28-61
M. K. ... 2-28-61
D. J. ... 2-28-61*