

Detroit
Edison

REAL ESTATE AND RIGHTS OF WAY

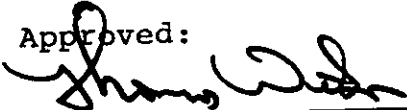
Date: May 26, 1988
To: Vicki C. Sullivan
Supervisor
Records Center
From: Brenda L. Golson
Subject: Huron and Eastern Master Agreement

Attached are papers related to the Master Agreement between Detroit Edison and Huron and Eastern Railway Company, Inc., dated January 1, 1987.

Under the terms of this Agreement, the annual rentals Edison pays Huron and Eastern for the various agreements listed are increased as shown.

Please establish a Huron and Eastern Railway Company, Inc. Master Agreement File.

Approved:


Thomas Wilson
Real Estate Associate

GENERAL FILE

Huron and Eastern Railway Company

TW/blg

attachments

RECORDED RIGHT OF WAY 28793

Serving Customers

We're all a part of it!

REAL ESTATE AND RIGHTS OF WAY
RECORD OF RAILROAD CROSSINGS
AS OF (05/24/88)

INVOICE CITY PROJECT DATE CROSSING TYPE DESC RC_FILE FREQ RENT

RAILROAD CROSSINGS FROM HUR & ESTRN RAILROAD

INVOICE	CITY	PROJECT	DATE	CROSSING	TYPE	DESC	RC_FILE	FREQ	RENT
A-95145	WHEATLAND	BT3655	APR 23 87	1883A	1	MILLS ROAD 800' WEST RANGELINE	33222 P90	X	C
00D4211-1	BAD AXE	BT9125	JAN 01 26	1977	1	E OF BUFFALO ST E OF YORK ST	9397	A	50
00D4216-2	WASHINGTON	BM9121	JAN 01 23	OCAPT	2	2 MI N OF APPLGATE	10179	A	50
00D4217-3	CARLSONVIL	BT9120	JAN 01 23	OCAPT	1	SOUTH OF HYDE RD	10180	A	50
00D4261-4	BAD AXE	BT9245	JAN 01 40	1989D	1	BET YORK ST & SANDBEACH W OF GOLD ST	10933	A	50
00D4332-5	VERONA	BT9274	JAN 01 48	OCAPT	1	THOMPSON & NUGENT	12036	A	50
00D4336-6	RUTH	BA2912	JAN 01 48	2531	3	SEC 20 N OF ATWATER E OF RUTH	12100	A	50
00D4396-7	LEXINGTON	BT9479	JAN 01 51	2788	1	1320 FT N EATKIN RD 2600 FT W CROSWELLS	14067	A	50
00D4398-8	BAD AXE	BT9477	JAN 01 51	2786	1	1927 FT S OF HURON AVE 323FT W SILVER-19	14063	A	50
00D4414-9	BAD AXE	BT9473	JAN 01 53	XING	1	VIC OF HANSELMAN AND SOUTH STREET	14964	A	50
00D4432-10	VERONA	BT9559	JAN 01 53	2961	1	752 FT N TERWILLIGER RD	15265	A	50
00D4453-11	WASHINGTON	BM9544	JAN 01 54	3031	3	232 FT E SHERMAN 550 S HAWKINS	16343	A	50
00D4464-12	WASHINGTON	BM9544	JAN 01 54	1959C	1	NR SHERMAN AND HAWKINS STS	16536	A	50
00D4468-13	DECKERVILL	BA1857	JAN 01 56	3190	3	S BLACK RIVER E RANGE RD	17738	A	50
00D4470-14	VERONA	BT9536	JAN 01 56	3194	1	AT LEARMAN RD W CROCKARD RD	17793	A	50
00D4473-15	CUSTER	BT9534	JAN 01 56	3200	2	N SANILAC RD W STOURENVURG RD	17790	A	50
00D4485-16	BINGHAM	BO9535	JAN 01 56	3213	4	N MUMFORD RD E JURGESS RD	17984	A	50
00D4489-17	VERONA	BT9529	JAN 01 56	3228	4	E VANDYKE N PITT	18315	A	50
00D4519-18	MINDEN	BT9527	JAN 01 56	3238	4	S PALMERD W LYON	18320	A	50
00D4532-19	SAND BEACH	BT9524	JAN 01 56	3211	1	N BROAD E HURON	18321	A	50
00D4533-20	SAND BEACH	BT9523	JAN 01 56	1980A	1	NE LAKESHORE N LINCOLN	18331	A	50
00D4534-21	UBLY	BT9674	JAN 01 55	3107	1	260 FT S MAIN 1000 FT E GARFIELD	17296	A	50
00D4535-22	CUSTER	BT9666	JAN 01 58	OCAPT	1	S OF EDDY RD E OF BIRKSHIRE	19780	A	50
00D4536-23	SANDUSKY	BT9645	JAN 01 59	3414	1	N OF ARGYLE OPPOSITE MOORE	20468	A	50
00D4537-24	LEXINGTON	BT9491	JAN 01 50	XING	1	50 FT N OF CROSWELL 830 FT S OF PECK-32	13238	A	50
00D4538-25	HARBOR BCH	BT9874	JAN 01 67	3756	1	SEC 01 850' N WOODS 450' E N HURON ST	24839	A	50
00D4539-26	HARBOR BCH	BT9528	JAN 01 64	3620	1	SE COURT ST E HURON RD	18205	A	50
00D4540-27	BAD AXE	BT1042	JAN 01 64	3226	1	38' S CHICKORY ST 640' W SILVER ST 19	22578	A	50
00D4541-28	HARBOR BCH	BT9875	JAN 01 67	3809	1	SEC 01 550' E US 25 1450' N LYTTLE ROAD	24736	A	50
16500-30	LINCOLN	BT1064	JAN 01 70	1997B	4	AT FILION RD AND VAN DYKE	26388	A	50
16922-31	BINGHAM	BT9888	JAN 01 67	3870	1	SEC 05 1285 FT S POPPLERD 440FT E NUGENT	24477	A	50
16923-32	SAND BEACH	BT9886	JAN 01 67	3808	3	SEC 01 550' E US 25 1050' S US 25	24479	A	50
16933-33	HARBOR BCH	BT9878	JAN 01 67	3809	4	SEC 1 1000' US 25 1150' N LYTTLE RD	24736	A	50
17105-34	COLFAX	BT1590	JAN 01 73	3186B	4	SEC 13 1678' W VANDYKE N HURON RD	17737	A	7
17108-35	BAD AXE	BT9622	APR 05 73	2525B	1	CANCELLED	28666	X	5
17199-36	VERONA	BT1396	JAN 01 73	1759B	1	S RAPSON RD 2309 FT E VANDYKE SEC	28793	A	5
17486-37	MINDEN	BT1087	JAN 01 68	3391	1	1055' W OF POLK 5890' S OF CHARLESTON	25258	A	18
17501-38	VERONA	BT1397	JAN 01 73	3185A	3	E WHITELAM RD N EIRWIN ST	28667	A	5
17510-39	MINDEN	BT1091	JAN 01 68	3956	1	660' S OF MAIN ST 90' E OF MOONEY	25181	A	5
17565-40	SANDUSKY	BT1395	JAN 01 67	3482A	1	150 FT N ARGYLE 295 FT W HART	24699	A	5

RECORDED RIGHT OF WAY 28793

RECORDED RIGHT OF WAY 28793
 REAL ESTATE AND RIGHTS OF WAY
 RECORD OF RAILROAD CROSSINGS
 AS OF (05/24/88)

INVOICE	CITY	PROJECT	DATE	CROSSING	TYPE	DESC	RC_FILE	FREQ	RENT
17871-41	CARSONVIL	BM1401	JAN 01 76	1924C	3	484 FT S SHELDON ST	26473	A	111
18304-42	BAD AXE	BT1367	JAN 01 78	4391	1	IN SKINNER ST 572 FT S SOPER ST	31876	A	75
18360-43	MINDEN	BT1363	JAN 01 79	4406	1	SEC 22 35FT E POLK 6595 FT S CHARLSTON	32623	A	75
18467-44	BINGHAM	BT3363	JAN 01 81	4428	1	SEC 22 NW OF MAIN E OF GARFIELD	33838	A	50
18555-45	HURON	BT3471	JAN 01 82	4467	1	SEC 1 47'S C/L HARBOR B PP 550	34504	A	100
18815-46	BAD AXE	BT1089	JAN 01 82	2785	1	180' AND 225' E OF HANSELMAN N OF SOPER	25286	A	50
18847-47	SAND BEACH	BT1353	JAN 01 62	3549	1	208 FT E HURON ST 160 FT N STATE ST	21763	A	50
18875-48	SHERMAN	BT1548	JAN 01 68	2929	1	SEC 31 53'S GRINDSTONE 1250' E VANDYKE	25048	A	50
19046-49	SHERMAN	BT1102	JAN 01 63	OCCPT	2	VIC PRIEMIERE PENBROCKBUHLFINCKLE RDS	22134	A	52
KTOTAL RAILROAD									3166

INTERDEPARTMENT CORRESPONDENCE

October 9, 1973

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company R.R. File 131-4-12818

Facilities Covered:

One No. 0 AWA Shield (Neutral) Wire and Three No. 000 ACSR 13,200-volt Wires.
(Span B-C)

Specific Location:

In private property 48 feet South of Rapson Road, 2309 feet East of Van Dyke,
3-1/2 miles North of City of Bad Axe.

R. R. Valuation Station 3886+08 Mile Post 75 Minus 2095 feet

City/Village _____ Township Verona, NE 1/4 Section 6

County Huron Detroit Edison Plan No. RX-1759B

Agreement/~~Permit~~ Date August 28, 1973 R. R. Plan No. Used DE Plan

Preparation Fee \$100.00 Annual Rental \$75.00

Supersedes and Cancels Agreement dated _____

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

REFERRED TO
HLB
Att.

Attached Grand Trunk Western Railroad Permit No. _____
of R/W No. 9064.

12-26-73
Lloyd

RECORDS CENTER
RECEIVED NOV 30 '73
TICKLER MADE
CLASSIFIED
Recorded Right of Way No. 28793

W. C. Arnold
W. C. Arnold, Director
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 28793

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this 28 day of August, 19 73, between
THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter called
"Railway", and THE DETROIT EDISON COMPANY, a Michigan and 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) No. 0 AWA shield wire
(neutral) and three (3) No. 000 ACSR 13,200-volt wires

at a point located at Station 3886 plus 08

Mile Post 75 minus 2095 Feet, Port Austin

Subdivision, Saginaw Division, at or near

Huron, County of Michigan, State of Michigan;

said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in
accordance with attached Licensee's Dwg. EX-1759B, dated 7-19-73 and data sheet
marked for identification "Exhibit A" ---

--- which are made a part of this agreement and

--- which are incorporated herein and made a part hereof by reference; said crossing and the aforesaid facilities and
appurtenances thereto being hereinafter referred to collectively as "Crossing"; and

WHEREAS, Railway is willing for said Crossing so to be constructed, operated and maintained, upon the
following terms, covenants, conditions and limitations;

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

VERONA TWP

RECORDED RIGHT OF WAY NO. 28773

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 said

Exhibit A and 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 Chief Engineer—System, 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, from 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 its 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 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 completion of this agreement a sum of _____ Dollars (\$ _____) to be paid to Railway as stated above for the use of its premises the _____ Dollars (\$ _____) to be paid to _____ tending from the _____~~

RECORDED RIGHT OF WAY 28793

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION
DEC 7 1973
PUBLIC UTILITIES DIVISION

~~XXXXXXXX~~

December 5, 1973

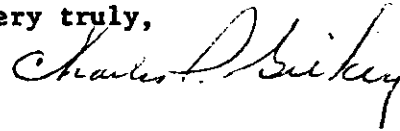
Michigan Public Service Commission
Lansing, Michigan 48913

Gentlemen:

I, Chuck Gilkey - Office Supervisor - Transmission & Distribution Dept.
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing covered by Wire Crossing Permit No. ED2-8-7266
issued 9-27-73, 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 ED2-9.01, and that this crossing will be
maintained as provided in such specifications and construction standards.

Span B-C

Yours very truly,



RX No. 1759B Span B-C

NE 1/4 of Section 6

Location SVerona Township

Huron County

Railroad Chesapeake and Ohio

Railway Company.

R.R. V.S. 3886+08

R.R. M.P. 75 minus 2095 feet

R.R. File No. 131-4-12818

Subscribed and sworn to before me this

5th day of December, 1973.



Robert R. Tewksbury

Notary Public, Oakland

County, Michigan.

My Commission Expires June 5, 1976

RECORDED RIGHT OF WAY NO. 28793

RETURN COPY OF THIS AFFIDAVIT TO REAL ESTATE AND RIGHTS OF WAY DEPT.

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226
September 12, 1973

Railroad File No. 131-4-12818

Mr. J. T. Collinson
General Manager - Chief Engineer
The Chesapeake and Ohio Railway Company
P. O. Box 1800
Huntington, West Virginia 25718

Dear Mr. Collinson:

We are returning agreement/~~XXXXX~~, in duplicate, covering our facilities over your tracks and/or right of way as shown on our Plan RX-1759B and located as follows:

In private property 48 feet South of Rapson Road, 2309 feet East of Van Dyke, 2095 feet South of M.P. 75, 3-1/2 Miles North of Bad Axe.

R.R. Station 3886+08

City/Village _____ Township, Varona, NE 1/4 Sec. 6

County Huron. The agreement/~~XXXXX~~ has been signed for our Company.

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

Yours very truly,

W. C. Arnold
W. C. Arnold, Director
Real Estate and Rights of Way Dept.

HLB
Att.

RECORDED RIGHT OF WAY NO. 28793

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION
SEP 12 1973
PUBLIC UTILITIES DIVISION
Michigan Public Service Commission
Lansing 13, Michigan

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226 **RECEIVED**

D.O. No. B 83999
8-3-73

OCT 1 1973

R/E & R/W DEPT: *RUSH*

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 Company in the Northeast 1/4 of Section 6, Verona Township, 3 1/2 miles North of Bad Axe, Huron County, Michigan.**

Span B-C

**One No. 0 ANA Shield Wire (Neutral) and Three No. 000 ACSR 13,200-volt Wires located in private property 48 feet South of Rapson Road, 2309 feet East of Vandyke, 2095 feet South of M.P. 75.
(Previously in Rapson Road)**

R.R. V.S. 3886+08

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. **Dated 8-29-73**
File 131-4-12818
- 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. **ED2-8-490** dated **2-24-38**
- This is a new crossing.

HB:dnd Reference number of construction drawing is **RX-1759B**

Yours very truly,

W. C. Arnold
W. C. Arnold, Director
Real Estate and Rights of Way Dept

Permit No. ED2-8-7266

Date 9-27-73

By *J. M. Hoppe*

Check in circle indicates statement applicable.

Submit Advance Notice three days prior to start of construction to Superintendent C. A. Persinger, Saginaw, Michigan (In Writing).

28793

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

RECEIVED

SEP 11 1973

TO:

August 6, 1973

R/E & R/W DEPT

Mr. J. T. Collinson
General Manager - Chief Engineer
The Chesapeake and Ohio Railway Company
P. O. Box 1800
Huntington, West Virginia 25718

RUSH

Proposed Overhead Wire Crossing:

(Span B-C)
One No. 0 AMA Shield Wire (Neutral) and Three No. 000 ACER 13,200-volt wires.

(Previously in Rapson Road)

Station: 3886 plus 08
Location: _____
Sub-Division: Bad Axe
Division: Saginaw
M.P.S.C. Hearing Waived 8-29-73

The Chesapeake and Ohio Railway Company

J. T. Collinson
Chief Engineer-System

Specific Location

Your File _____
C. & O. File 131-4-12818

In private property 48 feet South of Rapson Road, 2309 feet East of
Vandyke, 209 feet S of MP 75. (Previously in Rapson Road)
3 1/4 miles North of the City of Bad Axe.

R. R. Valuation Station _____ R. R. Mile Post 209 ft. S of MP 75

City/Village _____ Township Verona, NE 1/4 of Sec. 6

County Baron Detroit Edison Plan Attached RE-1759B

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.

Hazel L. Brandau
W. C. Arnold, Director
Real Estate and Rights of Way Department

HB:dmd

RECORDED RIGHT OF WAY NO. 28793

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

August 6, 1973

Mr. J. T. Collinson
General Manager - Chief Engineer
The Chesapeake and Ohio Railway Company
P. O. Box 1800
Huntington, West Virginia 25718

RUSH

Proposed Overhead Wire Crossing:

(Span B-C)
One No. 0 ANA Shield Wire (Neutral) and Three No. 000 ACER 13,200-volt wires.

(Previously in Rapson Road)

Specific Location

In private property 48 feet South of Rapson Road, 2309 feet East of
VanDyke, 209⁵ feet S of MP 75. (Previously in Rapson Road)
3 1/4 miles North of the City of East Ann.

R. R. Valuation Station 3886+08 R. R. Mile Post 209⁵ ft. S of MP 75
City/Village _____ Township Verona, NE 1/4 of Sec. 6
County Euron Detroit Edison Plan Attached RX-1759B
This is a New Crossing _____ This is a Reconstruction of Existing Crossing X
Previous Agreement Information (if any) Date _____ (R. R. Plan) _____

RECORDED RIGHT OF WAY NO. 28793

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.

Wayne L. Brandon
W. C. Arnold, Director
Real Estate and Rights of Way Department

HB:dnd

PROPOSED LINE CROSSING OVER CHESAPEAKE & OHIO RAILWAY
 EXISTING PERMIT NUMBER ED 2-8-430
 IN 78' S. OF RAPSON ROAD 2309' E. OF VAN DYKE
 CITY OF 3 1/2 MILES N. OF BAD AXE

SECTION 6 NE 1/4 TOWNSHIP VERONA T 16N R 13E COUNTY HURON

NOTES
 MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1938.
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1079 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

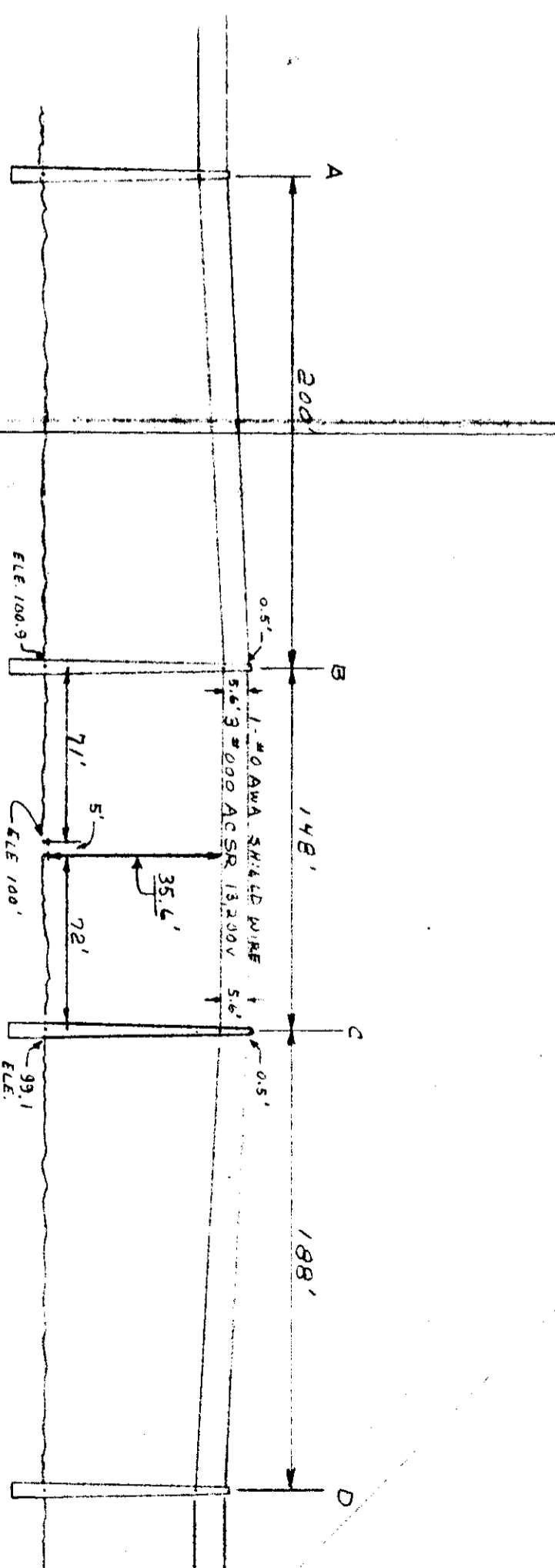
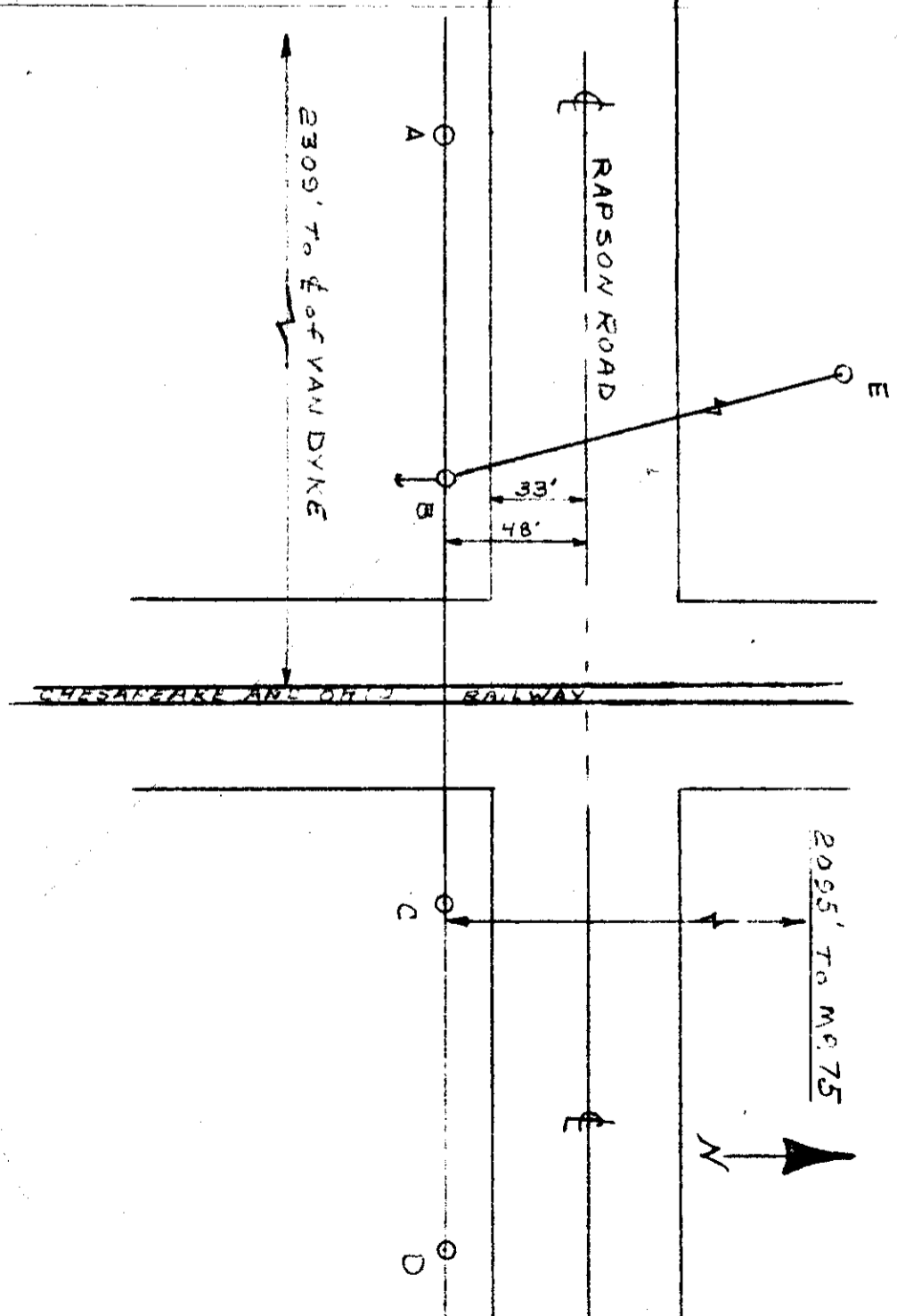
NEAREST POLE TO RAIL	SIDING	7 FT
	MAIN LINE	12 FT
WIRES OVER TRACKS	0-750 VOLTS	27 FT
	750-15,000 VOLTS	28 FT
	15,000-50,000 VOLTS	30 FT
WIRES OVER R.R. SIGNAL	0-750 VOLTS	2 FT
	750-8,700 VOLTS	4 FT
	8,700-50,000 VOLTS	6 FT

CONDUCTORS			POLES				
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
SPAN B-C	3	000 ACSR	13,200	A	45	3	WD
	1	0 AWA	NEUTRAL	B	50	2	"
				C	50	2	"
				D	45	3	"
				E	40	5	"

DESIGNED BY W. HALL OVERHEAD LINES DEPT. BAD AXE
 APPROVED W.K. SHEEMAKER GENERAL ENGINEERING DEPT. DATE 7-19-73

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R.R. TRACKS	STRINGING SAG OVER R.R. TRACKS AT 60°F	HEIGHT OF LOWEST CONDUCTOR OVER R.R. TRACKS
B-C	148'	3-#000 ACSR	14" @ 60° FS 1.15	35.6'

SAG TRAPLE #4



ELEVATION LOOKING NORTH

APPROVED
 UTILITY ENGINEER

RECEIVED
 AREA CODE 313
 MICHIGAN PUBLIC SERVICE TELEPHONE 962-2100
 COMMISSION
 JUN 20 1974
 PUBLIC UTILITIES DIVISION

RECEIVED
 JUN 24 1974
 R/E & R/W DEPT

THE DETROIT EDISON COMPANY
 2000 SECOND AVENUE
 DETROIT, MICHIGAN 48226

June 19, 1974

Michigan Public Service Commission
 Lansing, Michigan 48913

Gentlemen:

I, Russell Kauffman, Technical & Operations Supervisor
 of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
 wire crossing covered by Wire Crossing Permit No. ED2-8-7309
 issued 2/26/74, 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 ED2-9.01, and that this crossing will be
 maintained as provided in such specifications and construction standards.

Yours very truly,

Russell Kauffman

Russell Kauffman
 Technical & Operations Supervisor
 Transmission & Distribution Department
 Ann Arbor Office

Subscribed and sworn to before me this

RX No. 4276 (Span B-C)

Location City of Dexter,

Webster Township,

Washtenaw County

Railroad Penn Central

Transportation Company

In P.P. at Fifth St., 80 ft S of
 Huron

R.R. File DE-187

19th day of June, 1974.

Thomas H. Beagan

Thomas H. Beagan
 Notary Public, Wayne

County, Michigan.

My Commission Expires 3-5-77

RECORDED RIGHT OF WAY 28794

RETURN COPY OF THIS AFFIDAVIT TO REAL ESTATE AND RIGHTS OF WAY DEPT.

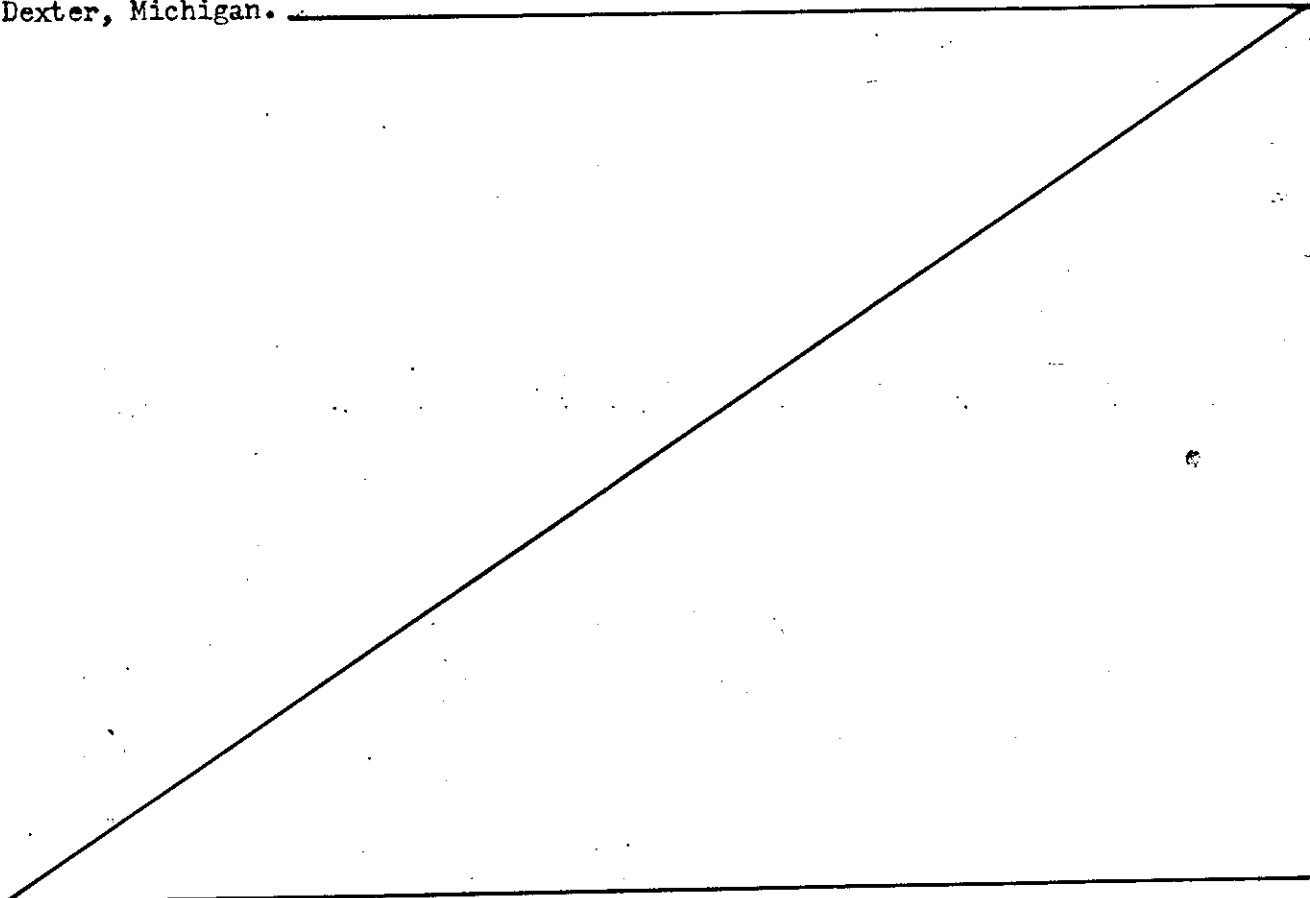
**LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE
TRANSVERSE CROSSINGS AND LONGITUDINAL
OCCUPATIONS**

THIS AGREEMENT, made this 17th day of September, 19 73,
between George P. Baker, Richard C. Bond and Jervis Langdon, Jr., Trustees of the
Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in Reorganization under
Section 77 of the Bankruptcy Act, Lessee of The Michigan Central Railroad Company

parties of the first part (hereinafter called "Railroad") and THE DETROIT EDISON COMPANY, a
Michigan and New York Corporation

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

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, suc-
cessor or assignee of or operator over its railroad) insofar as it has the legal right and its present
title permits, and in consideration of the covenants and conditions hereinafter stated on the part of
the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to con-
struct, maintain, repair, alter, renew, relocate and ultimately remove three (3) 13,200-volt
aerial power wires and one (1) neutral wire, over and across the lands, roadway
and tracks on the Main Line of Railroad at Valuation Station 2479+30 \pm , located
351 feet east of Mile Post 47 at a point 0.19 of a mile west of the station of
Dexter, Michigan.



Webster Twp.
Sec. 12
SE 1/4 of

RECORDED RIGHT OF WAY NO. 28794

RX-4276

in accordance with construction plans submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. R.R. DE-187, dated June 14, 1973, marked Exhibit "A", attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of **One Hundred** Dollars (\$ 100.00) as reimbursement for the costs and expenses incident to the preparation of this Agreement, together with the further sum of **Seventy-Five** Dollars (\$ 75.00) per year as minimum annual rental, which said sum shall be payable annually in advance, commencing as of **July 1**, 19 **73**.

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORDED RIGHT OF WAY NO. 28724

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

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

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

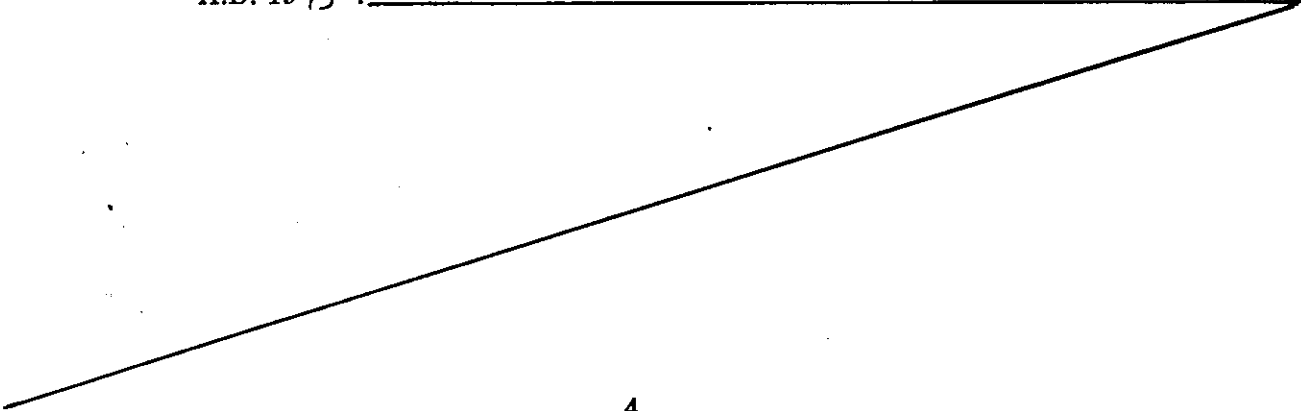
12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so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

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

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

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

16. This Agreement shall take effect as of the First day of July
A.D. 1973



RECORDED FROM COUNTY RECORDS 28794

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

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

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

WITNESS:

W. P. Wilson

J. T. Sullivan
J. T. Sullivan, Chief Engineer

~~WITNESS:~~ WITNESS:

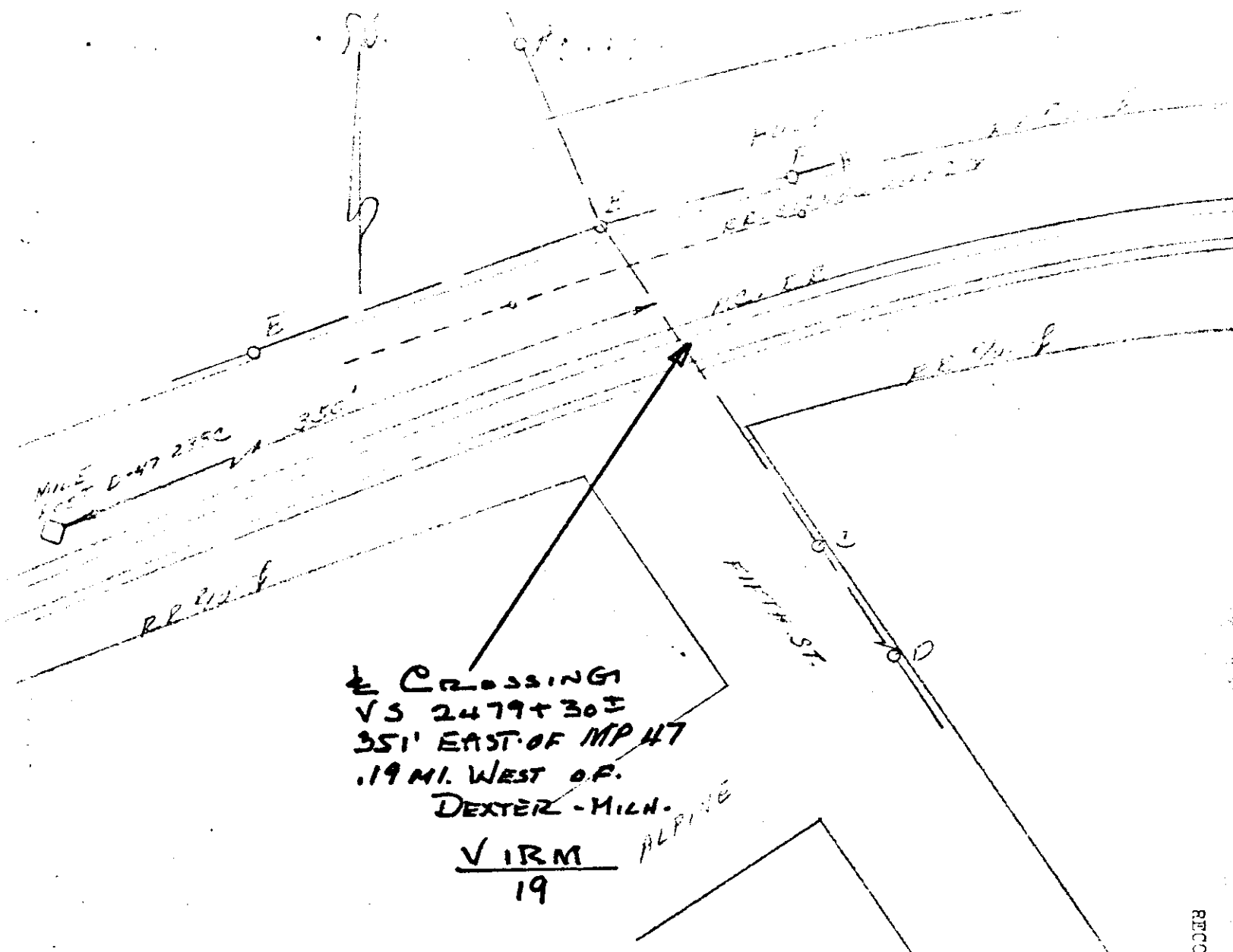
THE DETROIT EDISON COMPANY

Walter L. Brandon

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

APPROVED AS TO FORM 10-16-72 DATE
LEGAL DEPARTMENT Greager

RECORDED RIGHT OF WAY NO. 28794



CROSSING
 VS 2479+30E
 351' EAST OF MP 47
 .19 MI. WEST OF
 DEXTER - MILN.
 VIRM ALPINE
 19

FILE NO
 RR-DE 187

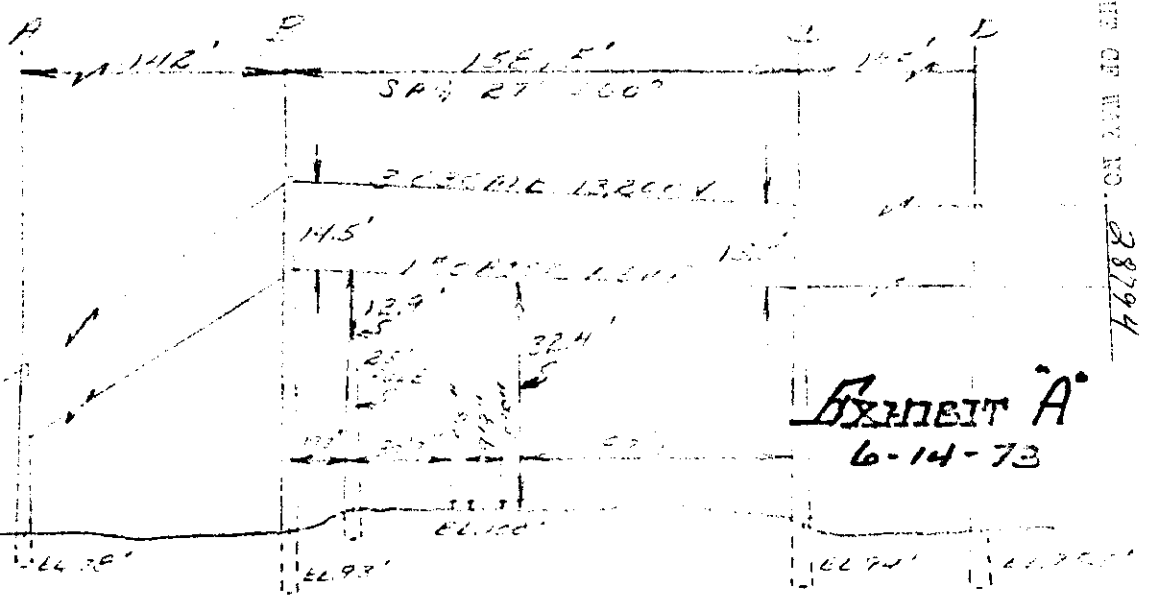


EXHIBIT A
 6-14-73

ELEVATION LOOKING EAST

RECORDED PAGE OF MAP NO. 28794

MAR 4 1974

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

June 26, 1973

R/E & R/W DEPT:

D.O. No. B-37717

2-2-73



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 Transportation Company in the City of Dexter, Southeast 1/4 of Sec. 12, Webster Township, Washtenaw County, Michigan.**

Spec A-C -

Three 636 MB 13,200-volt wires and One No. 0 ACER Neutral Wire located in private property at Fifth Street 80 feet South of Huron Street.

*Reported
Cable Installation
7-22-73
2-29-74*

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. Dated 6-20-73 File DE-187
- 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. _____ dated _____
- This is a new crossing.

HB:dmd Reference number of construction drawing is RX- 4276

Yours very truly,

W. C. Arnold
W. C. Arnold, Director
Real Estate and Rights of Way Dept.

Permit No. ED2-8-7309

Date 2-26-74

By J. M. Hoppe

Check in circle indicates statement applicable.

NOTIFY D. A. Shoff, Division Engineer, Jackson, Telephone (517) 789-7606
Three working days prior to starting work.

RECORDED RIGHT OF WAY
28794

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

February 6, 1973

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:

Three 636 MB 13,200-volt wires and One No. 0 ACSR Neutral Wire. (Span B-C)

Specific Location

In private property at Fifth Street 80 feet South of Huron Street.

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

City/Village ~~XXXXXX~~ Dexter _____ Township Webster, SE 1/4 of Sec. 12 _____


County Washtenaw _____ Detroit Edison Plan Attached RX-4276 _____

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

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, Assistant to Director
Real Estate and Rights of Way Dept.

HB:dmd

RECORDED RIGHTS OF WAY 28794

Submit One (1) Copy for each Span to
Real Estate and Rights of Way Dept.

D.O. No. B-37717

Date 2/2/73

THE DETROIT EDISON COMPANY

RAILROAD CROSSING DATA SHEET

I. W. GAMBLE

IS
FEB 2 1973

JAB
R/E & R/W DEPT:

RX 4276

Span B-C

Revision of RX New Crossing

M.P.S.C. Permit and Date New Crossing

Railroad: Penn Central

Facilities: Three 636 MB 13,200 V
One #0 ACSR Neutral

PPAT
Location: In Fifth St. 80' South of Huron St., in the City of Dexter, in the S.E. 1/4
of Section 12, Webster Twp., T1S, R5E, Washtenaw County.

System Engineering Dept.

Date 2-2-73

By *C. J. Scheppetzky*
C. J. Scheppetzky

RECORDED RIGHT OF WAY 28794

