

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.

Thomas Wilson

Real Estate Associate

GENERAL FILE

Huron and Eastern Railway Company

TW/blg

attachments



INVOICE	CITY	PROJECT	DATE	CROSSING	TYPE	DESC	RC_FILE	FREQ	RENT
RAILROAD CR	SSINGS FROM	HUR & ES	TRN RAILROA	D					
A-95145 00D4211-1 00D4216-2 00D4217-3 00D4261-4 00D4332-5 00D4336-6 00D4398-8 00D4432-10 00D4453-12 00D4453-12 00D4453-12 00D4453-12 00D4480-17 00D4480-17 00D4486-19 00D4488-14 00D4488-18 00D4488-19 00D4488-19 00D4488-19 00D4488-19 00D4488-19 00D4488-19 00D4532-23 00D4533-24 00D4533-22 00D4533-23 16923-32 16923-32 16923-32 16923-32 16923-32 17105-34 17108-35 17108-37 17501-38 17510-39 17565-40	WHEATLAND BAD AXE WASHINGTON CARLSONVIL BAD AXE VERONA LEXINGTON BAD AXE VERONA WASHINGTON WASHINGTON WASHINGTON DECKERVILL VERONA CUSTER BINGHAM VERONA MINDEN SAND BEACH UBLY CUSTER BINGHAM VERONA MINDEN SAND BEACH UBLY CUSTER BINGHAM VERONA MINDEN SAND BEACH UBLY CUSTER BINGHAM VERONA MINDEN SAND BEACH WERONA HARBOR BCH HARBOR BCH HARBOR BCH HARBOR BCH HARBOR BCH WINDEN SANDUSKY	BT36251 BT91210 BT912105 BT912105 BT9121739 BT9121739 BT9121739 BT9121739 BT9121739 BT91087427 BT9108748 BT9108748 BT91088888 BT9108748 BT91088888 BT9108748 BT11087 BT11087 BT11087 BT11087	APR 01 23 240 JAN 01 51 34N 01 554 JAN 01 554 JAN 01 554 JAN 01 556 JAN 01 557 73 JAN 01 JAN 01 677 JAN 01 73	1883A 1977 OCCPT 1989D 1989D 25318 27886 29631 2	1321131211133124441111111111413441111311	MILLS ROAD 800' WEST RANGELINE E OF BUFFALO ST E OF YORK ST SEC 19 2 MI N OF APPLEGATE SOUTH OF HYDE RD SEC 10 BET YORK ST & SANDBEACH W OF GOLD ST 19 THOMPSON & NUGENT SEC 20 N OF ATWATER E OF RUTH 1320 FT N EAITKIN RD 2600 FT W CROSWELL5 1927 FT S OF HURON AVE 323FT W SILVER-19 VIC OF HANSELMAN AND SOUTH STREET 752 FT N TERWILLIGER RD 30 232 FT E SHERMAN 550 S HAWKINS SEC 36 NR SHERMAN AND HAWKINS STS SEC 36 S BLACK RIVER E RANGE RD AT LEARMAN RD W CROCKARD RD SEC 07 N SANILAC RD W STOURENVURG RD SEC 33 N MUMFORD RD E JURGESS RD E VANDYKE N PITT SEC 18 260 FT S MAIN 1000 FT E GARFIELD SEC 27 S OF EDDY RD E OF BIRKSHIRE N OF ARGYLE OPPOSITE MOORE SEC 33 50 FT N OF CROSSWELL 830 FT S OF PECK-32 SEC 01 850' N WOODS 450' E N HURON ST SE COURT ST E HURON RD 38' S CHICKORY ST 640' W SILVER ST 19 SEC 01 550' E US 25 1450' N LYTLE ROAD AT FILION RD AND VAN DYKE SEC 05 1285 FT S POPPLERD 440FT E NUGENT SEC 01 550' E US 25 1450' N LYTLE RD AT FILION RD AND VAN DYKE SEC 01 1000' US 25 1150' N LYTLE RD SEC 13 1678'W VANDYKE N HURON RD CANCELLED S RAPSON RD 2309 FT E VANDYKE SEC 1055'W OF POLK 5890'S OF CHARLESTON E WHITELAM RD N EIRWIN ST 660'S OF MAIN ST 90'E OF MOONEY 150 FT N ARGYLE 295 FT W HART SEC 32	10179 10180 10933 12036 12100 14067 14063 14964 15265 16343 16536 17738 17790 17984 18320 18321 18321 18331 17296 19468 13238 244736 125736 224736 247737 28666 28793 22578 24667 25181	X4444444444444444444444444444444444444	5555 555555555555555555555555555555555

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

TWAGTCE	CITY	PRUJECT	DAIE	CK0221NG	ITPE	DESC	RC_FILE	FREQ	RENT
17871-41	CARSONVIL	BM1401	JAN 01 76	1924C	3	484 FT S SHELDON ST SEC 03	26473	Α	111
18304-42	BAD AXE	BT1367	JAN 01 78	4391	1	IN SKINNER ST 572 FT S SOPER ST SEC 30	31876	Α	75
18360-43	MINDEN	BT1363	JAN 01 79	4406	1	SEC 22 35FT E POLK 6595 FT S CHARLSTON	32623	Α	7 5
18467-44	BINGHAM	BT3363	JAN 01 81	4428	1	SEC 22 NW OF MAIN E OF GARFIELD	33838	A	5 0
18555-45	HURON	BT3471	JAN 01 82	4467	1	SEC 1 47'S C/L HARBOR B PP 550	34504	Α	10 0
18815-46	BAD AXE	BT1089	JAN 01 68	2785	1	180'AND225'E OF HANSELMAN N OF SOPER	25286	Α	5 (
18847-47	SAND BEACH	BT1353	JAN 01 62	3549	1	208 FT E HURON ST 160 FT N STATE STSEC	21763	Α	5 0
18875-48	SHERMAN	BT1548	JAN 01 68	2929	1	SEC 31 53'S GRINDSTONE 1250' E VANDYKE	25048	A	5 0
19046-49	SHERMAN	BT1102	JAN 01 63	OCCPT	2	VICPRIEMIEREPPENBROCKBUHLFINKLE RDS	22134	A	5 25

***TOTAL RAILROAD**

3



OCT 1 ^ 1070 OCT 1 0 1979

To:

Records Center

From:

Virginia L. Sinnott

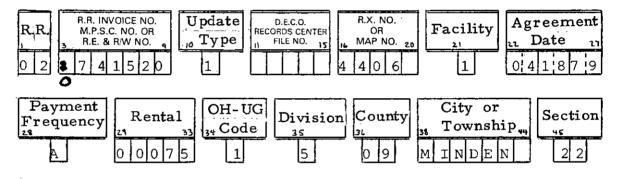
Real Estate and Rights of Way Department

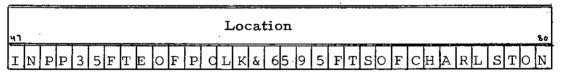
CAO R.R. - RX4406-Dist.

Subject:

In Priv. Prop. approx. 35ft. east of centerline of Polk Rd and 6595ft. South of centerline of Charlston Rd., 2.9 Miles NWof Palms SW_4 of Section 22, Minden Township, T14N,R14N, Sanilac County.

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.





Update Type Codes

1 = New Agreement

2 = Revised Agreement

3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved

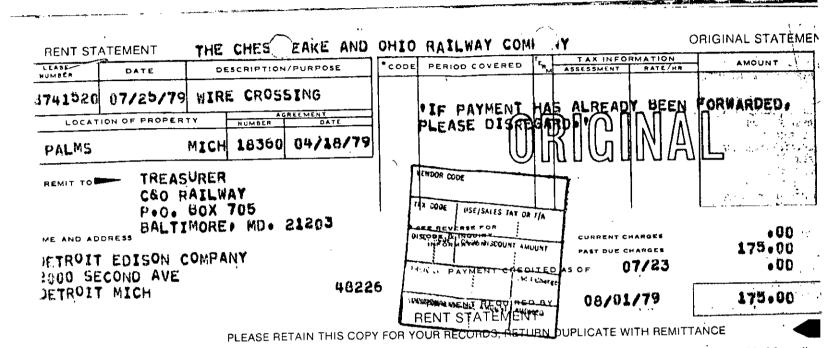
cc:

Accounts Payable

☐ Service Planning

☐ System Engineering

☐ Transmission & Distribution



RECORDED RIGHT OF WAY 37623



April 27, 1979

Michigan Dept. of Transportation District Six - Utilities Permit Eng. P.O. Box 1211 55 Morley Drive Saginaw, MI 48606

Gentlemen:

The Detroit Edison Company plans to construct, operate, and maintain an overhead line in Palms, Minden Twp., Sanilac County.

The line will cross the tracks of the Chesapeake & Ohio Railroad Co. The wires to be installed are:

Span B-C

Three #1/0 ACSR 13,200 volts
One #1/0 AWA

The railroad has given the following waiver of hearing:

 \underline{XX} Waiver dated 4-12-79 enclosed

Blanket Waiver on file with the MPSC.

The proposed crossing is shown on drawing No. RX- $_{4406}$

XX This is a new crossing.

This is a re-construction.

Please grant a State Highway Permit to the Detroit Edison Company for the proposed crossing.

Permit No.

Date

Ву _____

DO NOT	WRITE	IN THIS B	ŌΧ
Application No.	7400	0-16.	-79
Permit No. 5W	-17	8-R1	279
Date of Issuance	5-3	-79	
Fee Amount		Dote 3	3-79
Cash	Bill	<u> </u>	By The

Very truly yours,

Leslie G. Sundstrom Office Supervisor

Real Estate & Rights of Way

630 WCB .

April 3, 1979

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

Mr. J. W. Brent, Chief Engineer The Chesapeake and Ohio Railroad Company

P.O. Box 1800

Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

Span B-C

Three #1/0 ACSR 13,200 volts One #1/0 AWA

Sub-Divis	ion: Bad Axe	
	Michigan	
M.P.S.C.	Hearing Waived _	6-12-79

Your File C. & O. File 131-2-2820

Specific Location

In private property over Chesapeake and Ohio Railroad approximately 35 feet east centerline of Polk Road and 6595 feet south of centerline of Charlston Road, 2.9 miles northwest of Palms, SW4 of Section 22, Minden Township, Tl4N, R14E, Sanilac County.

R. R. Valuation Station	R. R. Mile Post
	TownshipMinden
County Sanilac Detro	it Edison Plan Attached
This is a New Crossing XX	This is a Reconstruction of Existing Crossing
	(R. R. Plan) RX-4406
Blanket Waiver of Hearing Covers(Waiver of Hea	Waiver of Hearing Requested <u>In Duplicate</u>
All construction will be done in accord	dance with the rules and regulations of the Michigan Public Service

Leslie G. Sundstrom Office Supervisor

Real Estate & Rights of Way Dept.

630 W.C.B.

Commission.

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

0.0.	No		
Data	3-2	9-79	

THE DETROIT EDISON COMPANY

2 anchors

RAILROAD CROSSING DATA SHEET

RX <u>4406</u>

Span B-C

Revision of RX New Crossing

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

Railroad: The Chesapeake and Ohio Railroad

Facilities: Three # 1/0 ACSR 13,200 Volts
One # 1/0 AWA

Location: In private property over C\$0 Railroad approximately 35 feet East Centerline of Polk Road and 6595 feet South centerline of Charlston Road, 2.9 miles NW Palms, 5W1/40f section 22, Minden township, TI4N RI4E, Sanilac County.

System Engineering Dept.

Date 3-29-79

By Dorna Phillips

RECORDED RICHT OF WAY NO. 32

Engineering Department

hessie System 8/9;

May 22, 1979

File: 131-2-2820 BI/89 Operating Headquarters Building P. O. Box 1800 Huntington, W. Va. 25718

The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

Attention: Mr. Leslie G. Sundstrom

Office Supervisor

Real Estate & Rights of Way Department

Gentlemen:

This refers to your letter of April 30, 1979, File RX-4406, returning proposed agreement dated April 18, 1979, covering three (3) #O ACSR - 13.2 KV cond., and one (1) #O AWA neutral crossing our tracks and right of way at Station 2916 plus 30, on our Bad Axe Subdivision, Michigan Division, near Palms, Sanilac County, Michigan.

Enclosed is one fully executed copy of the above agreement for your records.

Yours very truly,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

E. Q. Johnson Chief Engineer

The Chesapeake and Ohio Railway Company

AGREEMENT NO. 18360

WIRE AND/OR CABLE LINE CROSSINGS

	E AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter called THE DETROIT EDISON COMPANY, 2000 Second Avenue, Detroit, Michigan 4822
"Railway", and	THE DETROIT EDISON CONTAINT, SOUR DECOMM AVENUE, DEVILORS, INCLUDED AND
hereinafter called "L the context may requ	icensee" (all words herein referring to Licensee to be taken of such number and gender as ire):
WITNESSET	H 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 three (3) #0 ACSR = 13.2 KV
cond an	l one (1) #0 AWA neutral
	Station 2916 plus 30
Mile Post	Feet, Bad Axe
Subdivision,	Michigan Division, at or near Palms
	, County of Sanilac, State ofMichigan
said crossing, togeth	er with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in
	ched Drawing No. RX-4406, dated March 27, 1979
marked for identifica	ation "Exhibit A"
·	
	which are made a part of this agreement and
said Exhi	bit "A" and its standards of construction on file with and approved
by The Mi	chigan Public Service Commission
which are incorpora appurtenances there	ted herein and made a part hereof by reference; said crossing and the aforesaid facilities and to being hereinafter referred to collectively as "Crossing"; and
	Railway is willing for said Crossing so to be constructed, operated and maintained, upon the enants, conditions and limitations;
	REPORE, in consideration of the premises and the observance by Licensee of the terms, and limitations hereinafter set forth, it is agreed by and between the parties hereto as
1. Railway maintain and renev	hereby licenses and permits Licensee, at its sole risk, cost and expense, to construct, operate, v said Crossing across the right of way, tracks, wires and any other facilities of Railway

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 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 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 receiving written notice from 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, specifications which, in the judgment of Railway, will enable Railway to make any of the aforesaid changes which it may deem necessary or desirable.

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- 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 execution of this agreement a license fee of ONE HUNDRED DOLLARS (\$100.00) 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 SEVENTY-FIVE DOLLARS (\$75.00) per annum in advance for each and every year of 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 the 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

Yolanda M. Vansteenkiste

By E.Q. Johnson

Chief Engineer

THE DETROIT EDISON COMPANY

Licensee

File: 131-2-2820 BI/89

By Mrc Ley

R. R. Tewksbury, Director Real Estate and Rights of Way Dept.

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