

RIGHT OF WAY FILE No. 2293

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This Memorandum of Lease, between the... MICHIGAN CENTRAL RAILROAD COMPANY.

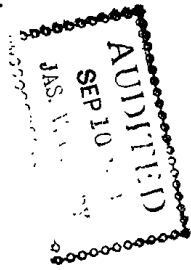
Operating the Detroit & Bay City... Rail. Coed. Company, hereinafter called the Railroad Company, and... the EASTERN MICHIGAN EDISON COMPANY, a corporation organized and existing by virtue of the laws of the State of New York, hereinafter called the Lessee, WITNESSETH:

Said Railroad Company, in consideration of the payments, covenants and agreements of the said Lessee, hereinafter mentioned, does hereby lease to said Lessee for the term of... one (1) year... from... September 1st, 1910... unless sooner terminated, and thereafter until terminated on... thirty (30) days' notice, the premises situated in... Rochester... in the County of... Oakland... and State of... Michigan... described as follows, viz:

being so much of said Railroad Company's right of way as is necessary for the erection and maintenance of one (1) pole and the wire strung thereon; the location of said pole being shown approximately in yellow on the plan hereto attached and made a part hereof

Noted in Contract Ledger Records (R. of W.) 9/23/36.

MG Previously noted, but not so indicated hereon.



and containing... acres... square feet... more or less. The above described property is shown inclosed by yellow lines upon the plat which is attached hereto and made a part hereof.

In consideration of which said Lessee covenants and agrees with said Railroad Company, as follows, viz:

First.—That Lessee will pay as rental to said Railroad Company the sum of... Five (\$5.00)... Dollars per annum, payable... annually... in advance, during the term and continuance of this lease as aforesaid, or until this lease shall be terminated on notice as hereinafter provided; and hereby disclaims all right to the possession of said premises other than by virtue hereof.

Second.—That Lessee shall, within... from the date of this Indenture, erect, finish and put to use a good substantial... on the leased premises; to be built and maintained to the satisfaction of the Railroad Company, and shall have no part of any building or structure within the space of six (6) feet from the nearest rail of any railroad track; and said Lessee agrees to maintain such premises and the buildings or structures to be located thereon, in a neat and orderly manner, and also agrees to keep said buildings or structures painted the Railroad's standard color; all work to be done to the satisfaction of the Railroad Company; and said Lessee also further agrees that... will not place or permit to be placed, any bills, posters or advertising matter upon any structures or fences located upon said premises.

Third.—That Lessee will use said premises for no other purpose than for the erection and maintenance of above mentioned pole and wires, which it agrees to keep at all times at least thirty three (33) feet above the top of the rails of said Railroad Company's tracks... and will at equal rates, when the facilities are equal, cause all traffic consigned to and from said premises to be transported over said Railroad Company's road and connections between points reached by it or its connections, and will not permit any railroad track or tracks other than such as are owned or controlled by said Railroad Company to be constructed, maintained or operated upon or across said described premises or any part thereof, without the written consent of said Railroad Company.

Fourth.—That said Railroad Company shall not be liable for, and said Lessee hereby releases it from, any and all liability for loss, injury or damage to buildings or property of any kind whatever, upon said premises or connected with or adjacent to such buildings or property upon said premises, by fire originating from said Railroad Company's locomotives, or on or from other premises owned by said Railroad Company, or by fire which shall be otherwise caused by said Railroad Company whether such loss, injury or damage be due to the negligence of said Railroad Company's servants, agents, or otherwise.

Fifth.—The Lessee shall pay the Railroad Company for all loss or damage by fire or otherwise to any property, real or personal, owned or controlled by or in possession of the Railroad Company, caused by the negligence of the Lessee or the agents or employees of said Lessee, and the Lessee further agrees to cause, during the continuance of this lease, the policies of fire insurance on the said improvements upon the demised premises and upon the contents thereof to be so written that, in the event of any destruction or damage by fire, no insurance company shall have recourse against the Railroad Company by subrogation or otherwise. And in case of failure on the part of Lessee so to do said Lessee hereby agrees to fully indemnify the Railroad Company against all liability for loss or damage by reason of such failure on said Lessee's part.

Sixth.—That any and all structures on the premises covered by this lease, other than those owned by the Lessee shall be taken in their present condition, maintained by the Lessee during the term and continuance of this lease and surrendered at the termination thereof in as good condition as when received, damage or destruction by the elements, unless through the

negligence of the Lessee, its agents, or employees, only excepted. The Lessee shall obey all the laws and ordinances relating to the care of the leased premises and of the walks about the same, including requirements for the removal of snow and other obstructions from the walks, and requirements for keeping said walks in repair, and shall indemnify the Railroad Company against all liability for loss by reason of any failure to do so, and will pay all general taxes, not including special assessments for roadway improvements, sewers, drains, etc., that may be levied or assessed upon the demised premises and upon all improvements and structures located thereon, including all such taxes heretofore levied or assessed which shall become due and payable after the date hereof and during the continuance of this lease.

Overland, ANN-14-2

*Seventh.*—That the Railroad Company shall have the right, at any time during the term or continuance of this lease, or any renewal thereof, to change the location of any track now or hereafter laid upon the premises hereby leased, in any manner deemed necessary by the Railroad Company.

*Eighth.*—That Lessee shall not assign this lease nor sublet said premises and appurtenances or any part thereof, or grant the free use of same without the written consent of the General Land and Tax Agent of said Railroad Company, and that at the expiration of the term, or other termination, of this lease, as hereinafter provided, Lessee will forthwith vacate said premises and deliver same in good order and repair to said Railroad Company, and will at the same time remove therefrom any and all buildings and structures or other property belonging to the Lessee, or failing to do so within a period of sixty (60) days from such date of termination Lessee agrees that said Railroad Company shall have the right to remove the same at the risk and expenso of the Lessee, or may treat the same as having been abandoned by the Lessee, in which latter case the title to all such buildings or property shall at once vest in said Railroad Company.

And it is mutually agreed between the parties hereto as follows:

*Ninth.*—That either party hereto may terminate this lease at any time by giving to the other, or its heirs, legal representatives, successors or assigns, ..... **thirty (30)** ..... days' notice in writing of such party's intention to do so, and in case of inability on the part of the Railroad Company to locate the Lessee said Railroad Company shall have the privilege of posting said notice of termination in any conspicuous place upon the demised premises.

*Tenth.*—That acceptance of the rent to be paid by the Lessee in installments, and upon the terms mentioned herein, shall in no way be taken or construed to be a waiver of any provision of this lease relative to the cancellation thereof.

*Eleventh.*—In case this lease shall be terminated at any time before the expiration of any period for which the rental shall have been paid in advance, the Railroad Company shall refund to the Lessee any such unearned rental, but it is understood that the rental due up to the last day for vacation as fixed by said notice shall be considered as having been earned.

*Twelfth.*—That in case the Lessee shall fail, neglect or refuse to keep and perform any one or more of the covenants and agreements herein on ..... **its** ..... part to be kept and performed, then and in that case this lease shall cease and become void as respecting the agreements to be performed by said Railroad Company, and from thenceforth it shall be lawful for said Railroad Company to re-enter upon and take possession of said premises and appurtenances and the Lessee and all others to expel therefrom, with or without force and without process of law.

It is also expressly understood that nothing herein contained shall imply or import a covenant on the part of the said Railroad Company for quiet enjoyment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in duplicate this

**Sixteenth** ..... day of ..... **August** ..... A. D. 19. **10** .....

**MICHIGAN CENTRAL RAILROAD COMPANY,**  
(OPERATING THE DETROIT & BAY CITY .....  
RAILROAD .....  
By: *Herbert Howe*  
General Land and Tax Agent.

**METROPOLITAN MICHIGAN EDISON COMPANY,** ..... [SEAL]  
By: *Wm. D. ...*  
President ..... [SEAL]  
Lessee.

FOR VALUE RECEIVED ..... hereby assign and transfer this Lease to .....

Dated ..... 19.....

Lessee.

..... COMPANY hereby

consents to the transfer of the within Lease to ..... upon the same terms, conditions and provisions as herein.

Dated ..... 19.....

..... COMPANY,

By: .....  
General Land and Tax Agent.

..... accept the within Lease, and bind ..... to the performance of the terms, conditions, provisions, etc.

Dated ..... 19.....

[SEAL]

*of these... do not get... refer to CASE NO. 6233*

**DUPLICATE**

**LEASE**

*Michigan Central Railroad Co.*

**TO**

*Eastern Michigan Edison Co*

*Rochester*

**SEP 1 1910**

*after 30 days notice*

*6233 - 1910/11/1912 - 572*

*1910/11/1913 - 572*

*9651*