

Detroit  
Edison

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

September 1, 1995

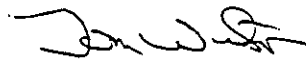
Mr. Ronald W. Adams  
Railroad Real Estate  
Michigan Department of Transportation  
3rd Floor, N. Ottawa Tower  
425 West Ottawa  
P.O. Box 30050  
Lansing, Michigan 48909

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

Dear Mr. Adams:

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

Sincerely,



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

Certified Mail  
Return Receipt Requested

RECORDED RIGHT OF WAY

120 32

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

*changed 9-26*

FREQ	INVOICE	CITY/TWP	PROJECT	PAY DATE	CROSSING	TYPE	DESCRIPTION	RC FILE	RENT
MDOT 01									
A	AAA3857	TUSCOLA	BT3693	02/01/65	1914B	3	300' N/UTTER-65' E/COTTRELL	23045	100
	0000897	HOWELL	BA9961	06/22/77	4366	3	26-313' N MS9 AND 700' E OF BYRON	30972	75
	0000961	GENOA	BA9986	10/05/54	1928B	1	SEC 33 257FTOFMP660NEMILESOFCHELSON	10610	15
	0000963	GENOA	BA9987	02/01/39	1264D	1	SEC 6 QUARTERMILEEOFLAKELAND	10672	5
	0000964	NORTHFIELD	BA9988	06/01/39	2023	1	SEC 33 303FTSOFMP51	10727	5
	00C3870	HAMBURG	BA9989	12/01/39	1566	1	SEC 05 HAMBURGRDANDANNARBORREASTOF OCC	10784	10
	00L3803	HOWELL	BA3375	06/04/79	4327	2	21001 S OF BECK ROAD	32412	150
	0001163	HAMBURG	BA9974	11/26/74	4297	2	SEC 25 843FTNWOFSTRAWBERRYLAKERDWOFHALL	29709	75
	0001165	GENOA	BA9136	03/03/42	OCCPT	3	SEC 6 SOFGRANDRIVERBETCHILSONANDHOWELL	11093	240
	0001232	HOWELL	BT2789	11/23/76	2118B	1	SEC 23 132FTN HENDERSON 1400FTE BYRON RD	11083	85
	0001598	HOWELL	BT2790	07/01/43	2249A	1	SEC 26 165FTN HIGHLAND RD	11134	5
	0001842	HAMBURG	BA2793	06/01/48	2486	1	SEC 9 SWARTHOUT AND CHILSON RDS	12032	5
	0002261	NORTHFIELD	BA2797	07/01/50	2649A	1	SEC 28 295FTN OFNORTHFIELDCHURCHRDS MP52	12967	10
	0002354	HOWELL	BA3303	04/01/80	3059C	1	35 PP 175'S RIDDLE & 410'W ALG	23117	75
	0002459	ANN ARBOR	BA2802	06/18/58	3077C	3	SEC 15 485FTSTRAVERS &347FTW NIXON RD	17607	15
	0002562	HAMBURG	BA2803	05/13/57	OCCPT	3	SEC 22 VICDRESSRD PETTYRD GIRARDDR, 4RX'S	18730	60
	0002898	NORTHFIELD	BA2805	04/20/65	3384A	1	SEC 6 1725FTSF 8 MI 550FTW US23	23150	50
	0002948	HOWELL	BA2812	05/09/73	1265F	3	SEC 36 310FTE NATIONAL 215FTS SUTTON	26831	50
	0003117	NORTHFIELD	BA2813	08/31/65	OCCPT	1	SEC 5 20FTN ESHOREDR 480FTW WHITMORELAKE	23312	50
	0003118	NORTHFIELD	BA2816	08/17/65	OCCPT	1	SEC 5 N OF WHITMORE LAKE ROAD	23292	12
	0003253	HOWELL	BA2817	08/17/65	OCCPT	1	SEC 26 750FT N OF RIDDLE	23290	6
	0003254	HOWELL	BA2821	04/28/67	3858	1	SEC 14 250FT S OF BARRON	24393	20
	0003308	HOWELL	BA2822	04/28/67	1489C	1	SEC 11 75FTS MARRD 1300FTW OAKGROVE RD	24392	50
	0003314	ANN ARBOR	BA2824	11/01/67	OCCPT	1	SEC 9 LONGN AND S PONTIAC TRAIL	24793	156
	0003324	NORTHFIELD	BA2825	12/05/67	3819	4	SEC 33 2550 FTS OFNORTHFIELDCHURCH EOFU2	24835	50
	0003385	ANN ARBOR	BA2826	02/16/68	3820A	2	SEC 9 400FT NW DHU VARREN	24923	50
	0003399	NORTHFIELD	BA2828	01/23/69	3977	1	SEC 6 1320FTS 8 MILE 1300FTW WHITMORE	25484	50
	0003416	ANN ARBOR	BA2829	03/19/69	875B	1	SEC 16 40FTS DHUVARREN 2670 FT	25586	50
	0003437	HAMBURG	BA2831	06/23/69	OCCPT	1	SEC 21 EAST OF KRESS RD	25776	10
	0003443	HOWELL	BA2833	09/24/69	2166A	1	SEC 23 100FTW OF ARMOND RD	27756	50
	0003446	HOWELL	BA2834	10/06/69	1449B	3	SEC 36 105FT SE WEST ST & BOWER ST	26007	50
	0003498	GENOA	BA2835	10/22/69	4023	1	SEC 6 I-96 AND LUCY ROAD	26048	80
	0003577	GENOA	BA2838	08/05/70	4111	3	SEC 7 354 FT SE BECK 3300FT W CHILSON	26403	50
	0003608	ANN ARBOR	BA2843	06/11/71	4203A	1	SEC 21 200FT NW PLYMOUTH ANN ARBOR RD	26834	50
	0003624	COHOCTA	BA2844	02/01/72	4090	4	SEC 1165FTE OAKGROVE & 385FTN MP 84	27753	50
	0570852	GENOA	BA2846	03/20/72	4227	1	SEC 7 635FT S. BECK RD	27754	50
	0570853	ALMER	BT1463	02/07/52	2443B	1	SEC 34 N OF GILFORD ST (95921-3)	14189	85
	0570854	ALMER	BT1464	10/21/47	2820A	1	S OF LUDER RD (7448717)	11664	110
	0570855	INDIANFLD	BT1465	05/10/30	2021	1	S OF FRANK STREET (69195-9)	10712	75

RECORDED RIGHT OF WAY 12032

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

*changed  
9-1-95*

FREQ	INVOICE	CITY/TWP	PROJECT	PAY DATE	CROSSING	TYPE	DESCRIPTION	RC FILE	RENT
A	0570857	INDIANFLD	BT1466	06/28/39	XING	1	S OF COURT STREET (69195-8)	10728	75
	0570864	COLUMBIA	BT1473	03/18/52	2845	1	S OF DICKERSON AT COLLING (72879-2)	14295	75
	0570914	COLUMBIA	BT1052	06/19/50	2671A	1	NEAR HUTCHINSON (04899-1 & 135-079)	12954	75
	0570935	MILLINGTON	BT2965	01/01/62	1942D	1	16 FROM N OF MAIN TO S OF CENTER	21377	52
	0570936	MILLINGTON	BT2006	11/25/49	2632	1	SEC 4 E OF S STATE RD N OF VILLAGE	12747	75
	0570970	DENMARK	BT1883	07/20/38	XING	1	NW WATERMAN RD. (70290-5)	10571	75
	0570979	JUNIATA	BT1875	04/21/41	2172	1	W OF RINGLE RD (77687-2)	11009	75
	0571006	VASSAR	BT9798	12/12/49	2642A	1	N OF GRANT ST. (93921-1)	12757	87
	0571007	DEARBORN	BD9799	10/01/56	XING	1	S OF CASS STREET (91857-7)	18554	75
	0571008	VASSAR	BT9800	07/01/68	2239B	1	E OF SHERMAN & S OF HURON (69197-2)	10169	75
	0571009	VASSAR	BT9801	08/19/49	2613A	3	18-E OF BIRCH ST. (91857-6)	12647	75
	0571014	JUNIATA	BT9805	10/09/48	XING	1	W OF FENNER RD. (77687-3)	11773	75
	0571043	INDIANFLD	BT9827	02/28/72	3007B	3	10 E OF COLLING RD (168-893)	16593	75
	0571044	INDIANFLD	BT9828	08/30/54	3037	2	E OF GRAF S OF CARO (105312)	16776	85
	0571054	JUNIATA	BT9838	06/01/55	3087	1	29-E OF HIGGINS N OF SANILAC (107-550)	17203	75
	0571066	VASSAR	BT9467	01/01/56	3143	1	SEC 32 137FTNOFSWAFFERRD	17687	87
	0571076	INDIANFLD	BT9459	09/01/56	3230	1	3-E OF ROBERT S OF GREEN (113-150)	18553	95
	0571098	INDIANFLD	BT9437	06/01/58	3362A	3	S OF CARORD E OF HANDY (118042)	19912	75
	0571106	INDIANFLD	BT9660	06/01/58	1954B	3	W OF GRAF (118-552)	19959	385
	0571133	INDIANFLD	BT9781	02/01/61	3480	3	M81-S OF DIXON (125-721)	20854	269
	0571137	INDIANFLD	BT9785	03/01/61	3485	3	AT WAHJAMEGA (126-900)	21036	126
	0571150	JUNIATA	BT1688	11/01/62	2334B	1	76' W. OF SANILAC 900' W. OF HIGGINS	21799	49
	0571187	COLUMBIA	BT1719	02/01/65	2845A	1	SEC 22 DICKERSON RD 1350FT E COLLING	23037	67
	0571194	INDIANFLD	BT1712	01/20/66	3718	4	VS 613 PLUS 00 AT CARO (141-981)	23594	150
	0571197	MILLING	BT1710	04/22/66	3740	3	N OF MILLINGTON (142-587)	23730	75
	0571817	INDIANFLD	BT9327	02/28/72	4042	2	09 34' W COLLING 2470' N OF DIXON RD	28045	112
	12746	HAMBURG	BA2796	01/20/14	2611A	1	SEC 26 338' & 427' E OF MERRILL	12746	10
	5719722	INDIANFLD	BT9683	10/03/75	UGL	2	9-DIXON TO COLLING (202-381)	30278	244

\*TOTAL RR\_CODE 01

4980

RECORDED RIGHT OF WAY 12032

# LICENSE FOR OVERHEAD WIRE LINE

This Agreement, Made and entered into this 1st day of June A. D. 1948  
 by and between **THE ANN ARBOR** **Ann Arbor**  
~~WABASH~~ **RAILROAD COMPANY**, party of the first part (hereinafter called the ~~Wabash~~ **Ann Arbor**), and  
**DETROIT EDISON COMPANY** of **Detroit** in the  
 State of **Michigan**, party of the second part (hereinafter called the Utility),

WITNESSETH: That, for and in consideration of the sum of **Ten Dollars (\$10.00)** initial pay-  
 ment and five and no/100-----Dollars (\$ **5.00** ), (in advance), per annum  
~~Wabash~~ **Ann Arbor**  
 , to be paid by the Utility to the ~~Wabash~~ **Ann Arbor**, (receipt of which is hereby ack-  
 nowledged), and the covenants, agreements and undertakings of the Utility hereinafter contained, the ~~Wabash~~ **Ann Arbor** hereby  
 grants unto the Utility the license and permission to construct, operate, use and thereafter maintain or remove an  
 overhead wire line over, along or across the right of way and across the tracks of the ~~Wabash~~ **Ann Arbor** as follows:

An overhead electrical transmission line consisting of  
 two #2 ACSR conductors carrying 4800 volts across the  
 right of way at a point approximately 1680 feet north  
 of Mile Post Toledo 64 south of Chilson, Hamburg Town-  
 ship, Livingston County, Michigan,

as shown in brown line on print dated **April 24, 1948** attached hereto and hereby made a part  
 of this agreement.

**Ann Arbor's**  
**First:** Where the wire line and appurtenances are located on or across the ~~Wabash's~~ property, the construc-  
 tion, operation and maintenance must comply with the state laws, local ordinances, the National Electrical Safety  
 Code, or regulations of any competent public authority, and in accordance with the details shown **on print**  
**marked RX-2486.** attached hereto and hereby made a part of this agreement.

RIGHT OF WAY FILE NO. 2233

RIGHT OF WAY FILE NO. 2233

**Second:** The Utility shall pay all costs and expenses incident to or connected with changes, additions or relocations of poles, wires, appurtenances or other facilities of the Wabash, its lessees and licensees, including such special protective devices, as shall be necessary in the judgment of the Superintendent of Telegraph of the Wabash by reason of the construction of the Utility's wire line.

**Third:** Before beginning any work in connection with the construction of said wire line, insofar as it will affect the property, equipment or operations of the Wabash, the Superintendent of Telegraph of the Wabash shall be notified, in order that he may be present in person or by a representative to see that the material and work meet with the approval of the Wabash.

**Fourth:** The Utility shall not increase the voltage, or construct additional wires, other than as specified or shown herein, without the written consent of the Wabash.

**Fifth:** If the operation or maintenance of the Utility's wire line should at any time cause inductive or physical interference with the telegraph, telephone, or signal circuits, wires, appurtenances or facilities of the Wabash, its lessees or licensees, now or hereafter located on the Wabash's right of way, as well as owned or leased property, the Utility agrees, to immediately at its own cost and expense make such changes in its own wire line, or furnish and install for the Wabash, its lessees and licensees, such protective devices as shall be necessary in the judgment of the Superintendent of Telegraph of the Wabash to eliminate such interference.

The Utility shall not operate its wire line, or any part thereof, under fault, when to do so would cause interference with telegraph, telephone, signal circuits, wires, appurtenances or facilities of the Wabash, its lessees and licensees now or hereafter located on the Wabash's right of way as well as on owned or leased property.

**Ann Arbor**

**Sixth:** In the event that the Wabash shall, at any time or times in the future, desire or be required to change the grade or location of the railroad tracks, wires, poles, appurtenances or any facilities of the Wabash, its lessees and licensees, or make any additions thereto, the Utility agrees that, upon the written request of the Wabash, it will immediately, at its own cost and expense, make such changes in the said wire line as shall be necessary in the judgment of the Superintendent of Telegraph of the Wabash to provide for safe and proper construction, reconstruction, maintenance and operation of circuits and lines of the Wabash, its lessees and licensees. If the Utility shall fail to comply with any such request within ten (10) days, the Wabash shall have the right to make such changes at the risk and expense of the Utility.

**Seventh:** As a part of the consideration for the grant herein made to it by the Wabash, the Utility assumes the risk of, and covenants and agrees that it will save harmless the Wabash from and indemnify it against, any and all losses, damages, recoveries, costs and expenses for injury to or death of any person or persons whomsoever, or loss or destruction of, or damage to any property whatsoever (including both parties hereto and their employes and property, its lessees and licensees) arising or growing out of, directly, or indirectly, the construction, use, existence, operation, or maintenance of the said wire line on the right of way of the Wabash, or its removal therefrom, unless caused by the sole negligence of the Wabash, its agents or servants.

**Eighth:** The Utility shall not sublet, assign or transfer its rights, covered by this agreement, without the written consent of the Wabash.

**Ninth:** This agreement shall inure to the benefit of and be binding on the successors and assigns of the parties hereto respectively.

**Tenth:** It is understood and agreed that the term "lessees or licensees", wherever used herein, shall be construed as including any party or parties having an agreement or agreements with the Wabash to construct, use, maintain or operate pole or wire lines on the Wabash's owned or leased right of way.

RECORDED R/W FILE NO. 12032

**Eleventh:** This agreement shall take effect on the date hereof and continue in force until terminated by either party giving to the other party hereto sixty (60) days' written notice of its intention to terminate the same, and the Utility covenants and agrees that it will, within the said sixty (60) day period fixed in said notice, remove its property from the right of way of the ~~Wabash~~ <sup>Ann Arbor</sup>, the provisions of this agreement to remain in full force and effect until such removal has been made.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by their respective proper officers thereunto duly authorized, the day and year first above written.

RIGHT OF WAY FILE NO. 12652

THE ANN ARBOR RAILROAD COMPANY	
Approvals	
.....	
.....	Superintendent
.....	Gen'l. Supt. M. P.
.....	Land & Tax Commissioner
.....	Chief Engineer
.....	Purchasing Agent
.....	General Counsel
.....	Vice-Pres. Traffic
.....	Vice-Prec. & Gen. Mgr.
.....	Comptroller

*Wash*

~~THE ANN ARBOR~~  
**WABASH RAILROAD COMPANY**

By *[Signature]*  
Land & Tax Commissioner

**DETROIT EDISON COMPANY**

By *[Signature]*  
AGENT

RIGHT OF WAY FILE NO. 12652

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

**RECEIVED**  
MICHIGAN PUBLIC SERVICE  
COMMISSION  
**MAY 10 1948**  
Michigan Public Service Commission  
Lansing 19, Michigan

MAY 10 1948  
FILE

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Ann Arbor Railroad in Hamourg Township, Section 9 NE 1/4, T1N, R5E, Livingston County, Michigan.

2#2 ACSR - 4800 volt wires over the tracks of the Ann Arbor Railroad at a point on private property approximately 200' north and 950' east of the intersection of Swarthout and Chilson Roads.

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. dated
- This is a new crossing.

Reference number of construction drawing is RX 2486

MAY 15 1948

Yours very truly,  
*R. H. Taylor*  
R. H. Taylor  
Right of Way Agent

Permit No. ED2-8-2110

Date May 10 1948

By *J. H. Keating*  
Chief Engineer

Check in square indicates statement applicable.

THE DETROIT EDISON COMPANY

RX 2486

PROPOSED LINE CROSSING OVER ANN ARBOR MAIL ROAD EXISTING PERMIT NUMBER *1111294*  
 IN *16 1/2* FEET *PREVIOUSLY 20* NO AND 150 FEET *TO* CITY OF  
 THE INTERSECTION OF SWARTHWORT ROAD AND MAIL ROAD  
 SECTION *9 ME. 24* TOWNSHIP *HARRIS* T. 1 N. R. 5 E. COUNTY *LIVINGS*

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

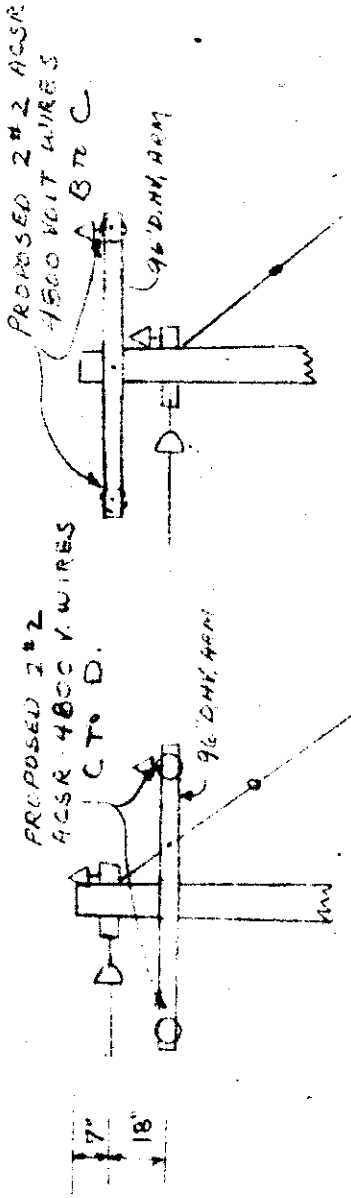
MINIMUM CLEARANCES

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

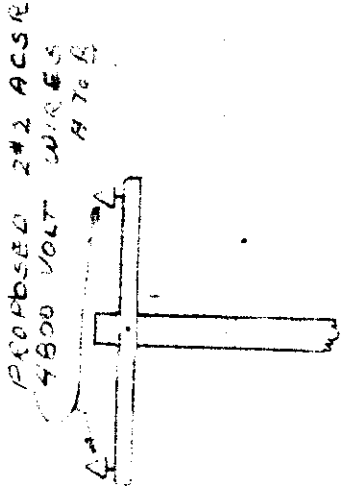
DRAWN BY *WENZLER* ENGINEERING DIVISION DATE *4-6-48*  
 ESTIMATOR *A. NOLL* OVERHEAD LINES DEPT. *ANN ARBOR*

RIGHT OF WAY FILE NO. 12032

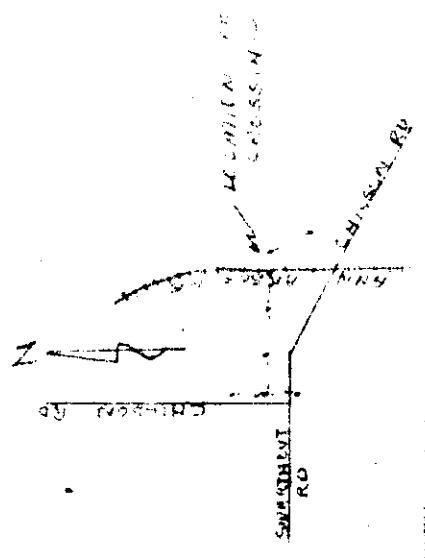
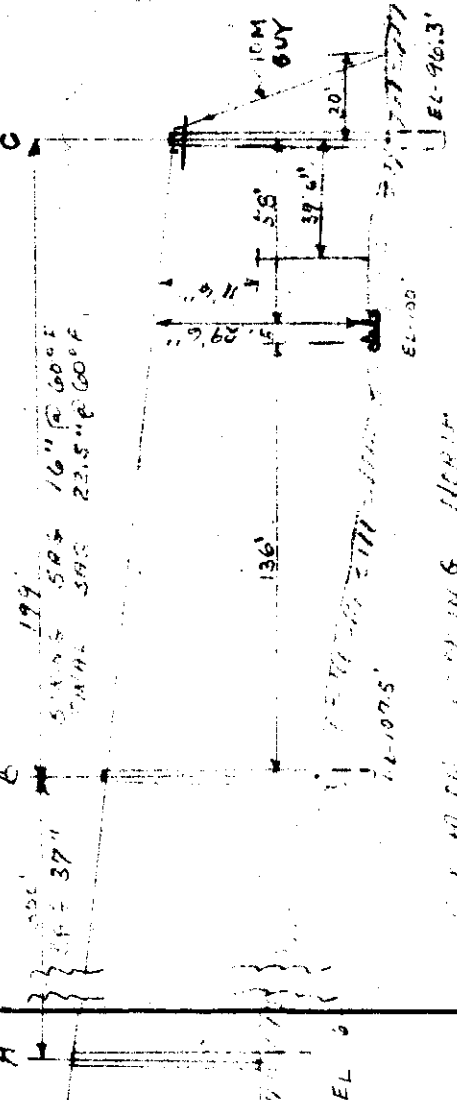
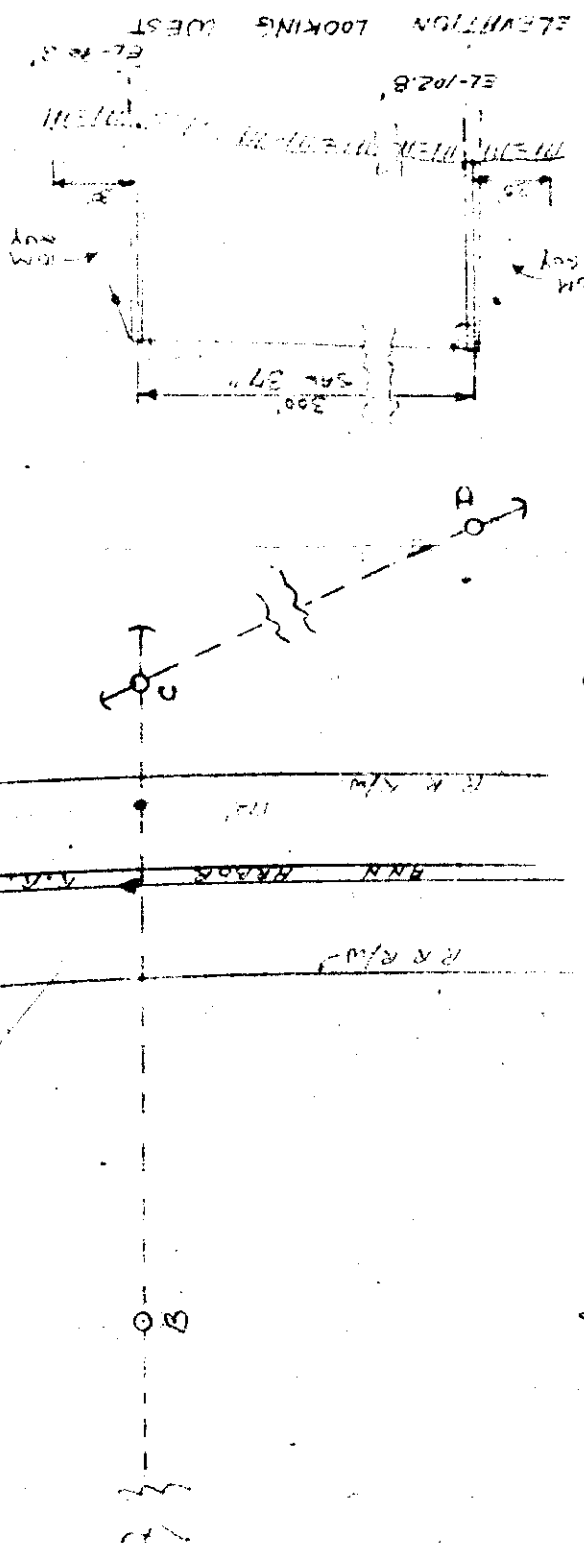
CONDUCTORS			POLES				
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
2	2	ACSR	4800	A	35	5	W. C. 110
				B	40	4	
				C	40	4	
				D	35	5	



POLE C LOOKING NORTH



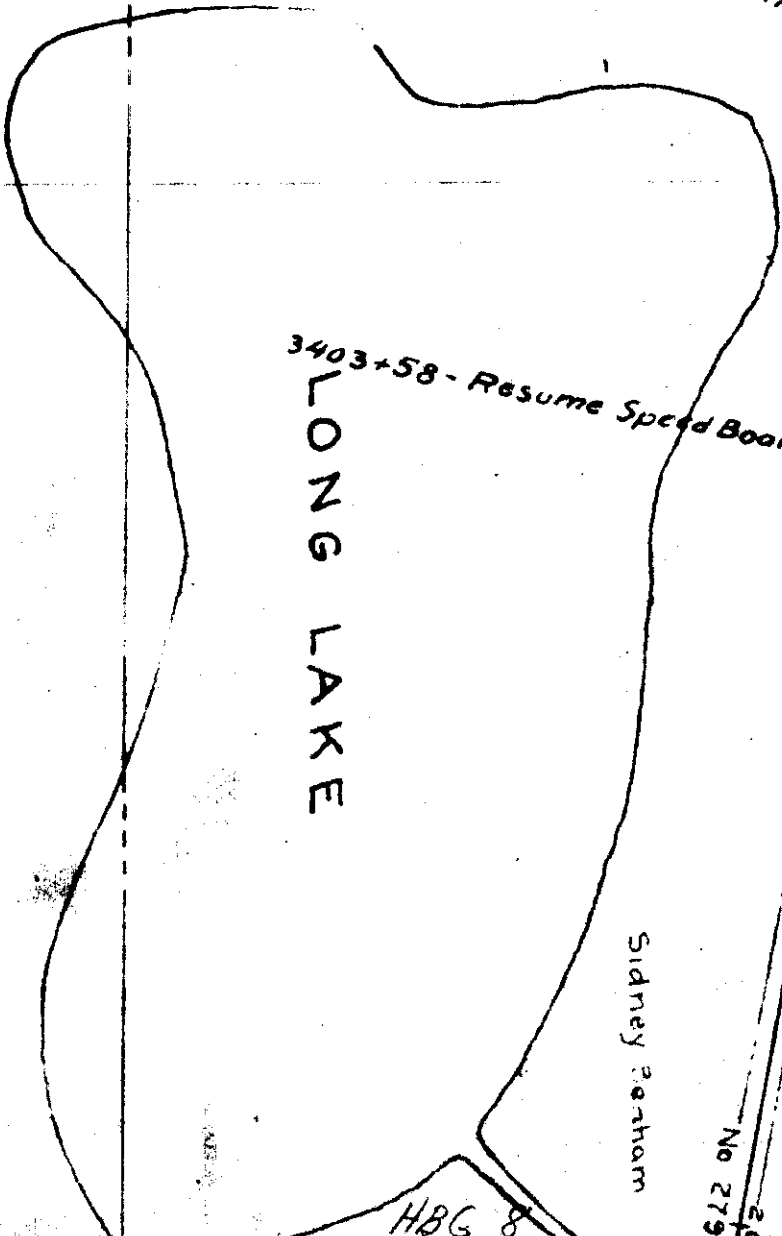
POLE B LOOKING WEST





RIGHT-OF-WAY FILE No. 12033

RIGHT OF WAY FILE No. 12033  
Mary J. Buck



Beam on Piles  
 3321+62.8 - PT  
 BR. 64.09 - 18" x 12" C.M.P. 3383+87  
 No. 271

3394+97  
 3395+58  
 3395+58  
 Std. Ref. Signs

1680  
 30' HB BOATS

Resume Speed Board  
 3395+88  
 3396+92  
 3397+96  
 0.3:5  
 4.17:14  
 L. 2877  
 L. 5650

3403+58 - Resume Speed Board

3402+57.1 - PT

3407+90 - 60" x 28' C.M.P. - E  
 with Conc. H'd wal

Sidney Boham

TO FRANKFORD

No 279

HBG 8