

1

Ann Arbor

R/W No. R 20226.

County Monroe

Township/City Dundee

20226

RC 20226

STATE OF MICHIGAN



JAMES J. BLANCHARD, GOVERNOR

DEPARTMENT OF TRANSPORTATION

TRANSPORTATION BUILDING, 425 WEST OTTAWA PHONE 517-373-2090

POST OFFICE BOX 30050, LANSING, MICHIGAN 48909

TRANSPORTATION COMMISSION

- WILLIAM C. MARSHALL
- ROOGER D. YOUNG
- HANNES MEYERS, JR.
- CARL V. PELLONPAA
- SHIRLEY E. ZELLER
- WILLIAM J. BECKHAM, JR.

JAMES P. PITZ, DIRECTOR

September 26, 1985

Mrs. Sharon Selonke
 Real Estate and Rights of Way
 Detroit Edison Co.
 2000 Second Ave.
 448 G.O.
 Detroit, Michigan 48226

Dear Mrs. Selonke:

Please be advised that on September 24, 1985, the Michigan Department of Transportation conveyed to the Michigan Interstate Railway Co. a portion of the Ann Arbor Railroad System between Ann Arbor, Michigan and Toledo, Ohio. The sale necessitates the assignment of forty-one (41) license agreements with the Detroit Edison Co. The license agreements assigned are:

<u>Detroit Edison Project No.</u>	<u>RX No.</u>	<u>Ann Arbor Railroad Agreement No.</u>
BA 9980	Occpt.	C-188
BA 9982	Occpt.	C-350
BA 9983	1187	C-402
BW 9960	761B	C-962
BA 9990	2152D	C-1036
BA 9100	649E	C-1112
BA 9101	733C	C-1113
BA 9102	--	C-1114
BW 2791	1289A	C-1342
BW 2792	517B	C-1590
BA 2794	52D	C-1609
BW 2795	2574A	C-1755
BA 2799	Occpt.	C-2298
BA 2800	3118A	C-2306
BA 2801	3151A	C-2336
BA 2804	3374	C-2547
BA 3324	3399	C-2613
BW 2806	3411	C-2626
BW 2807	3434A	C-2652
BA 2808	Occpt.	C-2715

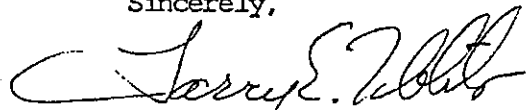
RECORDED RIGHT OF WAY NO. 20226

<u>Detroit Edison Project No.</u>	<u>RX No.</u>	<u>Ann Arbor Railroad Agreement No.</u>
BW 2809	2615A	C-2720
BA 2810	Occpt.	C-2875
BA 2811	AA67K	C-2894
BA 2814	687B	C-3088
BA 2815	Occpt.	C-3093
BW 2818	3321B	C-3204
BW 2819	3724	C-3209
BA 2820	3866	C-3244
BA 2823	3554A	C-3275
BA 2830	3988	C-3400
BA 2832	Occpt.	C-3417
BA 2836	4049	C-3494
BA 2837	4048	C-3497
BA 2839	542F	C-3500
BA 2840	4079	C-3563
BA 2841	Occpt.	C-3564
BA 2842	Occpt.	C-3571
BA 2845	4223	C-3614
BW 2847	4234	C-3646
BA 2848	3964A	C-3659
BW 2849	4269	C-3767

License agreement payments have been paid through the anniversary date. All future contact and payments of the above mentioned agreements should be made to:

Michigan Interstate Railway Co.
P. O. Box 619
Owosso, MI 48867

Sincerely,



Larry E. Tibbits, Manager
Capital Development Section
Freight Division

cc: MIRC

RECORDED RIGHT OF WAY NO. 26326

CONTRACT FOR OVERHEAD WIRE LINE DUNDEE, MICHIGAN

This Agreement, Made and entered into this 30th day of March A. D. 1957
by and between ~~THE ANN ARBOR~~ **RAILROAD COMPANY**, party of the first part (hereinafter called the Railroad), and
THE 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 **\$50.00 initial payment**
and the further sum of **\$20.00** per annum, in advance
, to be paid by the Utility to the Railroad and the covenants, agreements and
undertakings of the Utility hereinafter contained, the Railroad hereby grants unto the Utility the right and permission
to construct, operate, use and thereafter maintain or remove the following described facilities on the property of the
Railroad:

A 120,000 volt wire line consisting of 3-477 MCM ACER conductors and 2 steel ground wires across the tracks and right of way approximately 350 feet southerly of the centerline of Lafier Road, near Dundee, Michigan.

as shown in ~~map~~ ^{drawn} line on print dated **February 26, 1959** attached hereto and hereby made a part of this agreement.

First: Where the facilities are located on or across the Railroad's property, the construction, 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 Exhibit B, consisting of **2** sheets, attached hereto and hereby made a part of this agreement.

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 Railroad, its lessees and licensees, including such special protective devices, as shall be necessary in the judgment of the Superintendent of Signals and Communications of the Railroad by reason of the construction of the Utility's facilities.

Third: Before beginning any work in connection with the construction of said facilities, insofar as it will affect the property, equipment or operations of the Railroad, the Superintendent of Signals and Communications of the Railroad 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 Railroad.

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

Fifth: If the operation or maintenance of the Utility's facilities should at any time cause inductive or physical interference with the telegraph, telephone, or signal circuits, wires, appurtenances or facilities of the Railroad, its lessees or licensees, now or hereafter located on the Railroad'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 facilities, or furnish and install for the Railroad its lessees and licensees, such protective devices as shall be necessary in the judgment of the Superintendent of Signals and Communications of the Railroad to eliminate such interference.

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

Sec. 7, S.H. 1404

RECORDED RIGHT OF WAY NO. 26221

Sixth: In the event that the Railroad 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 Railroad, its lessees and licensees, or make any additions thereto, the Utility agrees that, upon the written request of the Railroad, it will immediately, at its own cost and expense, make such changes in its facilities as shall be necessary in the judgment of the Superintendent of Signals and Communications of the Railroad to provide for safe and proper construction, reconstruction, maintenance and operation of circuits and lines of the Railroad, its lessees and licensees. If the Utility shall fail to comply with any such request within ten (10) days, the Railroad 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 Railroad, the Utility assumes the risk of, and covenants and agrees that it will save harmless the Railroad 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 its facilities on the right of way of the Railroad or their removal therefrom, whether caused by the negligence of the Railroad, its agents, employees, servants or otherwise.

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

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 Railroad to construct, use maintain or operate pole or wire lines on the Railroad's owned or leased right of way.

Eleventh: The Utility agrees to keep the weeds cut for a distance of 10 feet around any of its poles, and anchors located on the property of the Railroad.

Twelfth: 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 Railroad, 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 as of the day and year first above written.

**THE GRAND AGON
RAILROAD COMPANY**

By 
LAND & TAX COMMISSIONER

D. E. Brumitt

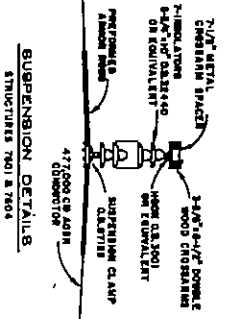
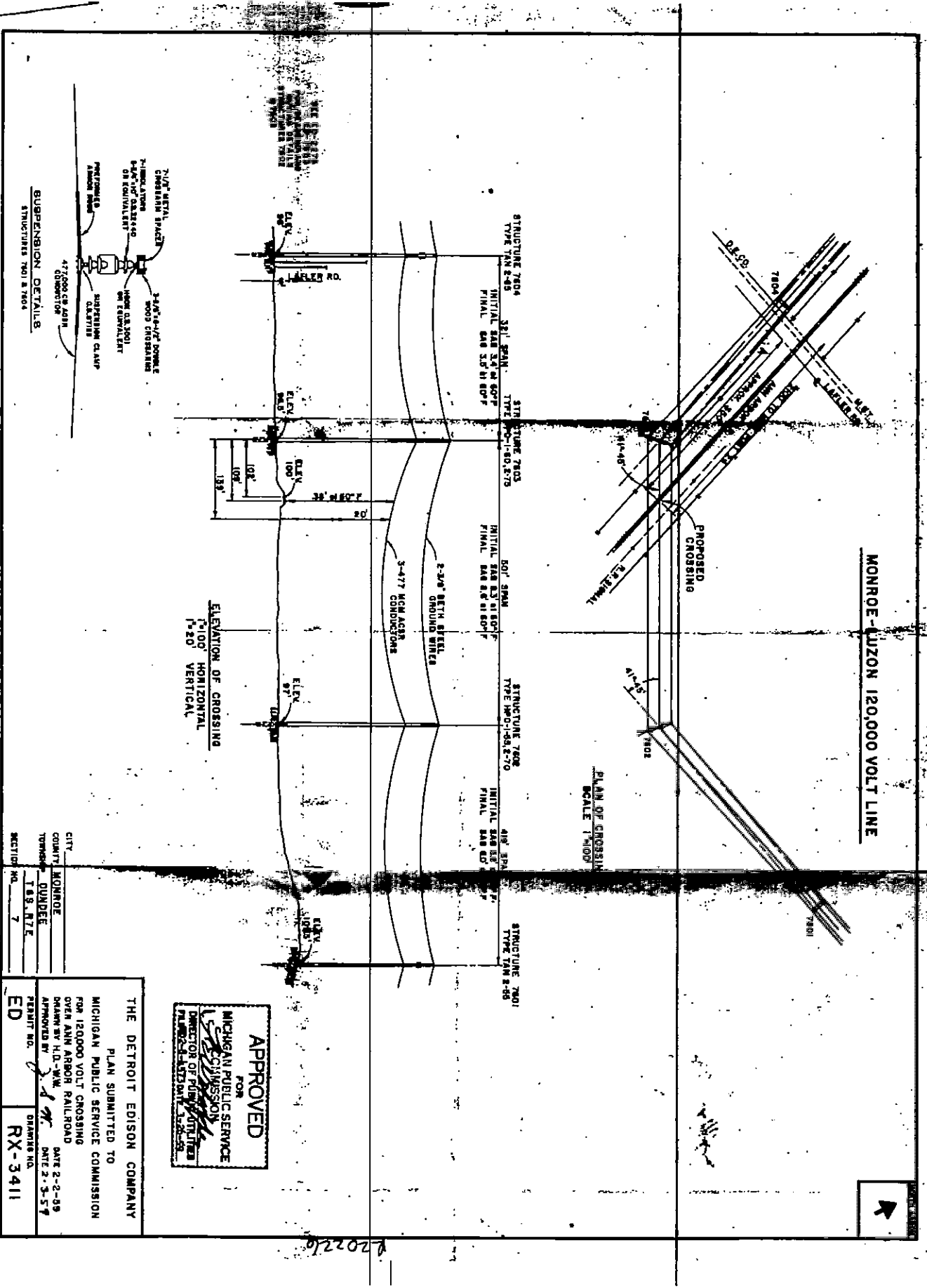
THE DETROIT EDISON COMPANY

By 
RICHARD H. TAYLOR, DIRECTOR

REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

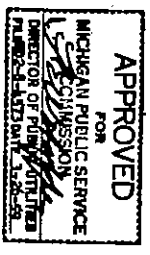
RECORDED RIGHT OF WAY 202226

MONROE-LUZON 120,000 VOLT LINE



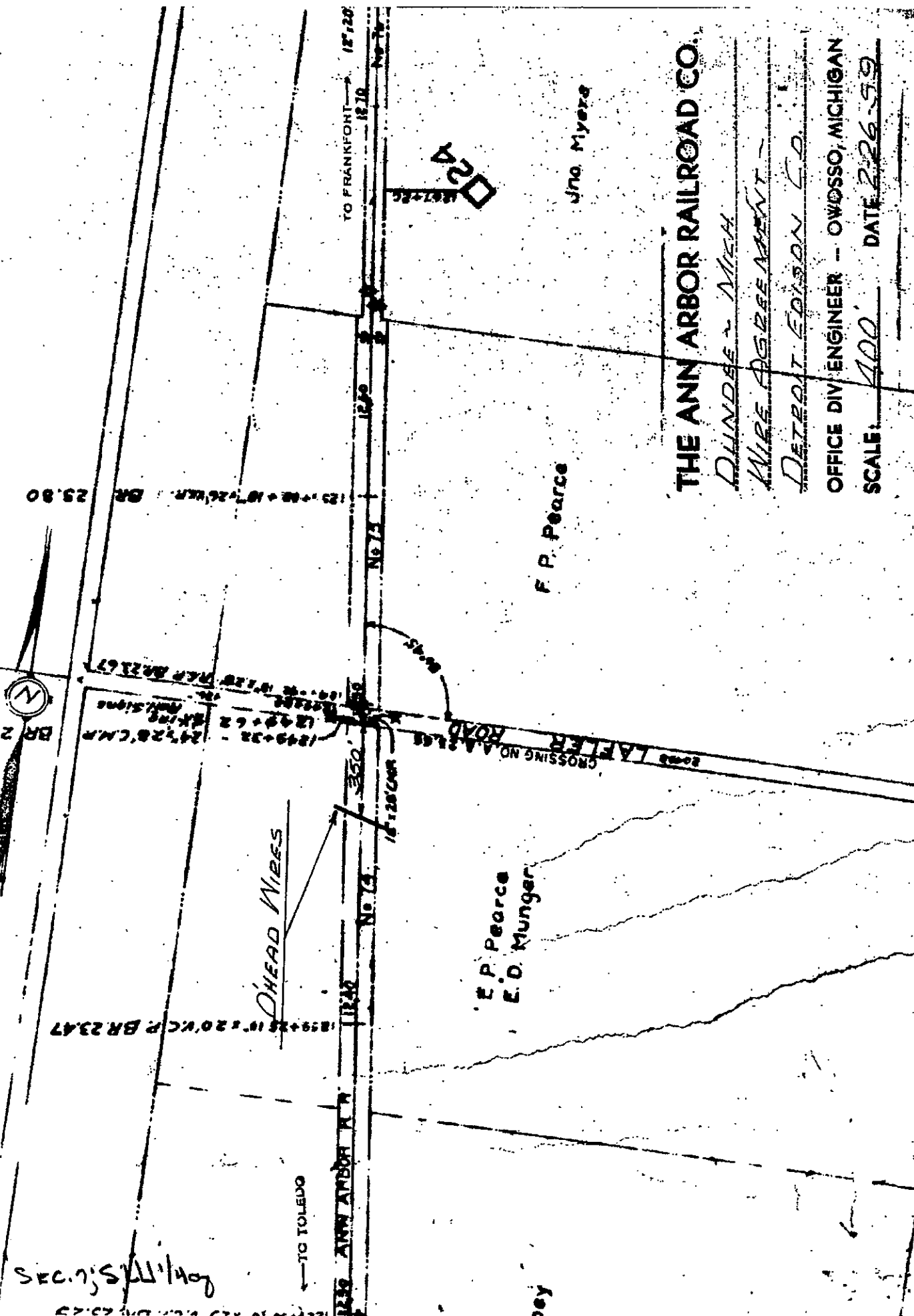
CITY	MONROE
COUNTY	QUINCE
TOWNSHIP	T.B.S. R7E
SECTION NO.	7

THE DETROIT EDISON COMPANY
PLAN SUBMITTED TO
MICHIGAN PUBLIC SERVICE COMMISSION
FOR 120,000 VOLT CROSSING
OVER ANN ARBOR RAILROAD
DRAWN BY H.D.-W.W. DATE 2-2-58
APPROVED BY *[Signature]* DATE 2-3-57
DESIGN NO. ED
DRAWING NO. RX-3411



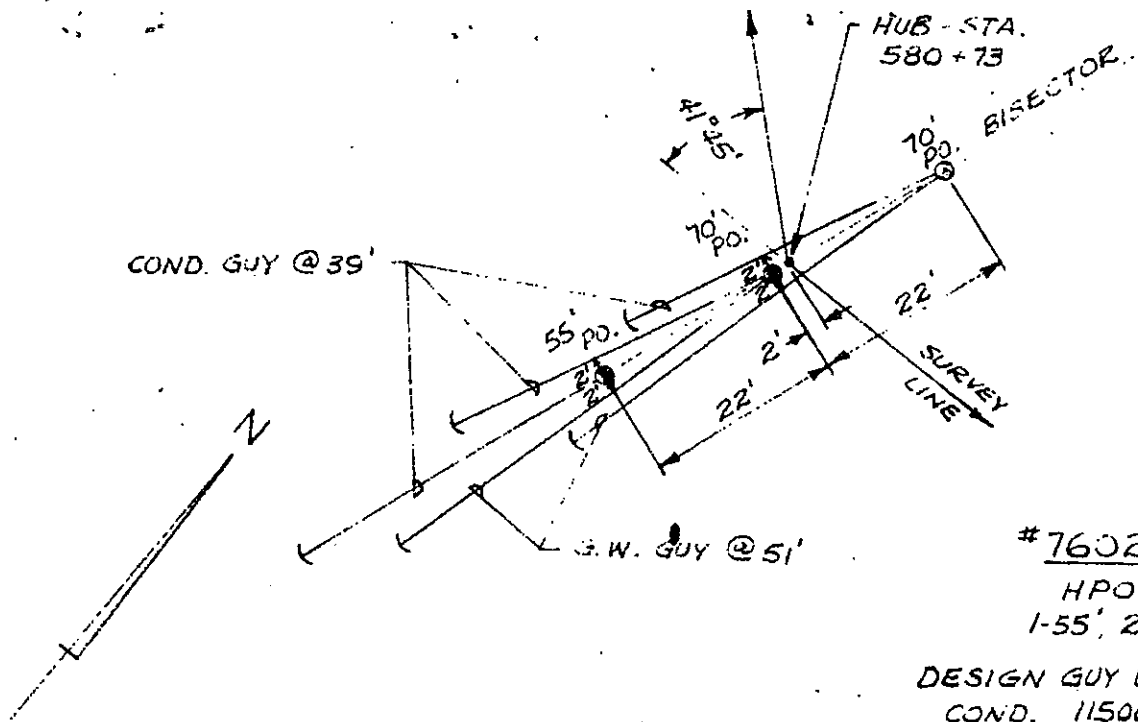
620226

RECORDED RIGHT OF WAY NO. 20226



THE ANN ARBOR RAILROAD CO.
 DUNDEE MICH
 WIRE AGREEMENT
 DETROIT EDISON CO.
 OFFICE DIV ENGINEER - OWOSSO, MICHIGAN
 SCALE: 100' DATE 2-26-99

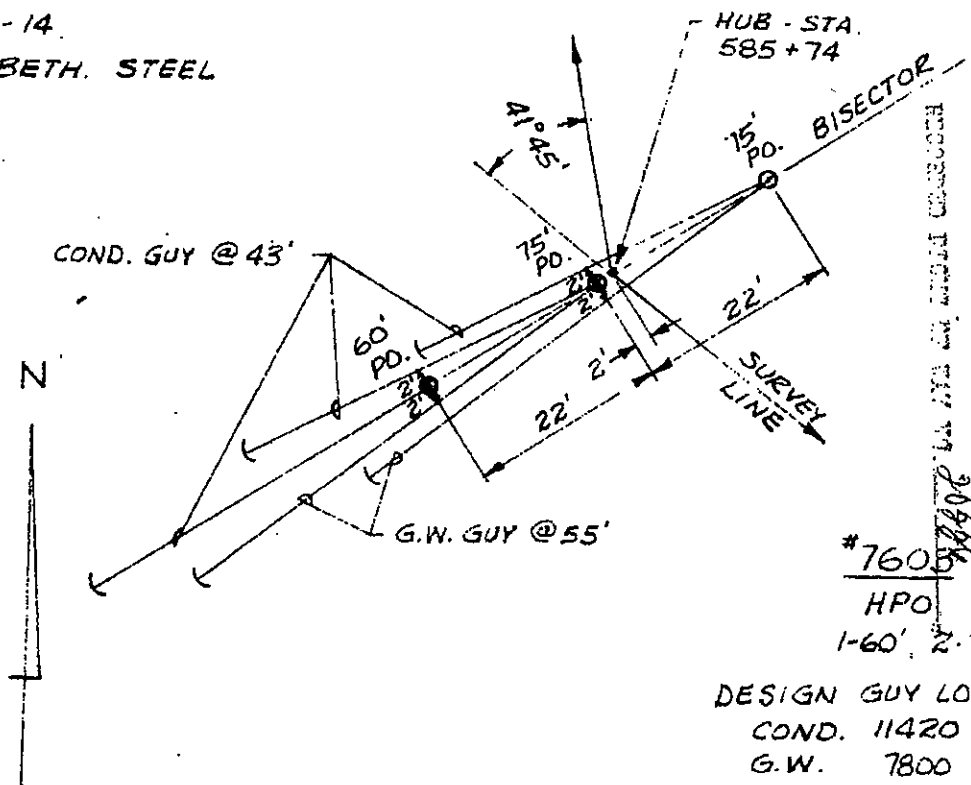
Sec. 7, S. 11, T. 23 S.



#7602
HPO
1-55', 2-70'

DESIGN GUY LOADS:
COND. 11500 LB.
G.W. 7800 LB.

FOR CONSTRUCTION DETAILS
SEE DWG. 655773-14.
ALL GUYS 3/8" BETH. STEEL



#7603
HPO
1-60', 2-75'

DESIGN GUY LOADS:
COND. 11420 LB.
G.W. 7800 LB.

APPROVED	LAYOUT	LAYOUT OF STRUCTURES 7602 & 7603	THE DETROIT EDISON COMPANY PLANNING & PROJECT ENG'G. DEPT.	
	JH		DATE	DWG. NO.
APPROVED	DRAWN	MONROE - LUZON 120 KV LINE	1/15/59	ED- 2275
APPROVED	SCALE			
	1" = 20'			

DATA SHEET TO ACCOMPANY DRAWING RX-3411

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Monroe-Luzon 120-kv line over the Ann Arbor Railroad approximately 350 feet south of Lafler Road, Dundee Township, Monroe County, Michigan.

Circuits

Proposed one 40,000 volt initially (ultimately to operate at 120,000 volt) 60 cycle, 3-wire circuit with two ground wires.

Poles

Wood Pole - Western Red Cedar, Class 2. For height and type of structures see RX-3411, ED-1653 and ED-2275.

Conductors

Proposed 3 - 477 Mcm 26al/7st ACSR conductors with 2-3/8" Bethanized "C" 7-strand steel ground wires.

Insulators

7 - 5-3/4" x 10" insulators OB #32440 or equivalent.

Crossarms

Double wood crossarms 3-5/8" x 8-1/2" x 32'-0"

Guy and Guy Attachments

See ED-1653 and ED-2275

Guy Clamps and Insulators

See ED-1653 and ED-2275

Guy Anchor and Anchor Rods

See ED-1653 and ED-2275

Suspension Details

For suspension details see RX-3411 and ED-1653.

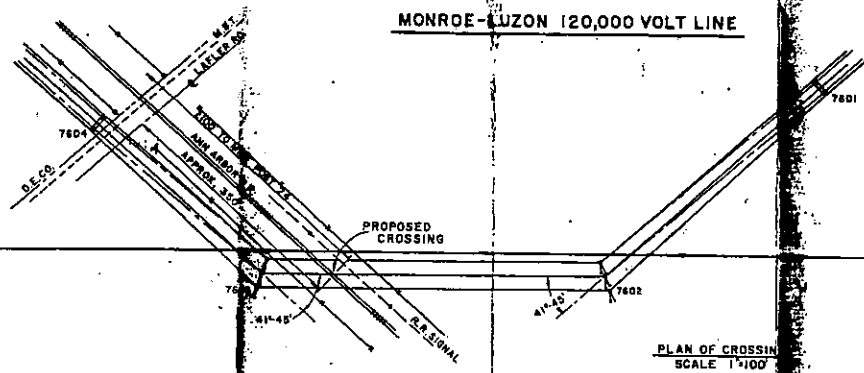
General Engineering Department
HRD:jk
2-12-59

RECORDED RIGHT OF WAY NO. 20226

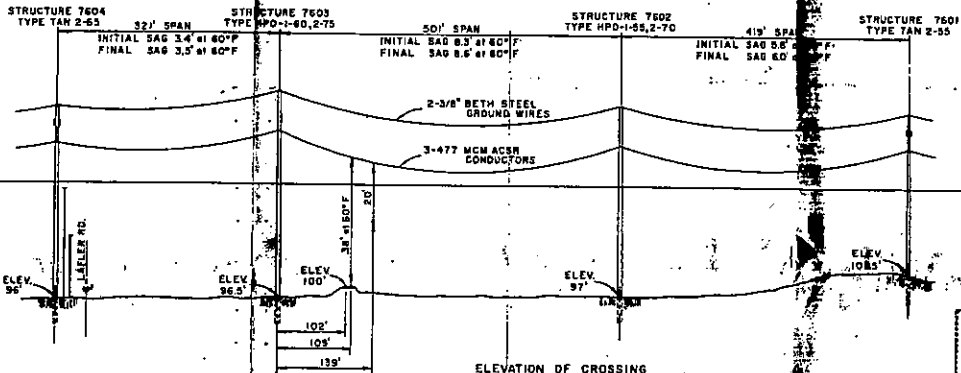
EXHIBIT B

MONROE-DUNDEE 120,000 VOLT LINE

RECORDED
20226

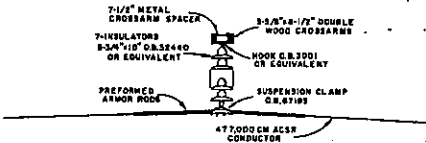


PLAN OF CROSSING
SCALE 1"=100'



ELEVATION OF CROSSING
1"=100' HORIZONTAL
1"=20' VERTICAL

SEE ED-2278
ED-1655
FOR ANN ARBOR
RAILROAD
CROSSING DETAILS
STRUCTURE 7602
& 7601



SUSPENSION DETAILS
STRUCTURES 7601 & 7604

APPROVED
FOR
MICHIGAN PUBLIC SERVICE
COMMISSION
[Signature]
DIRECTOR OF PUBLIC UTILITIES
FILE 1902-8-1573 DATE 3-26-59

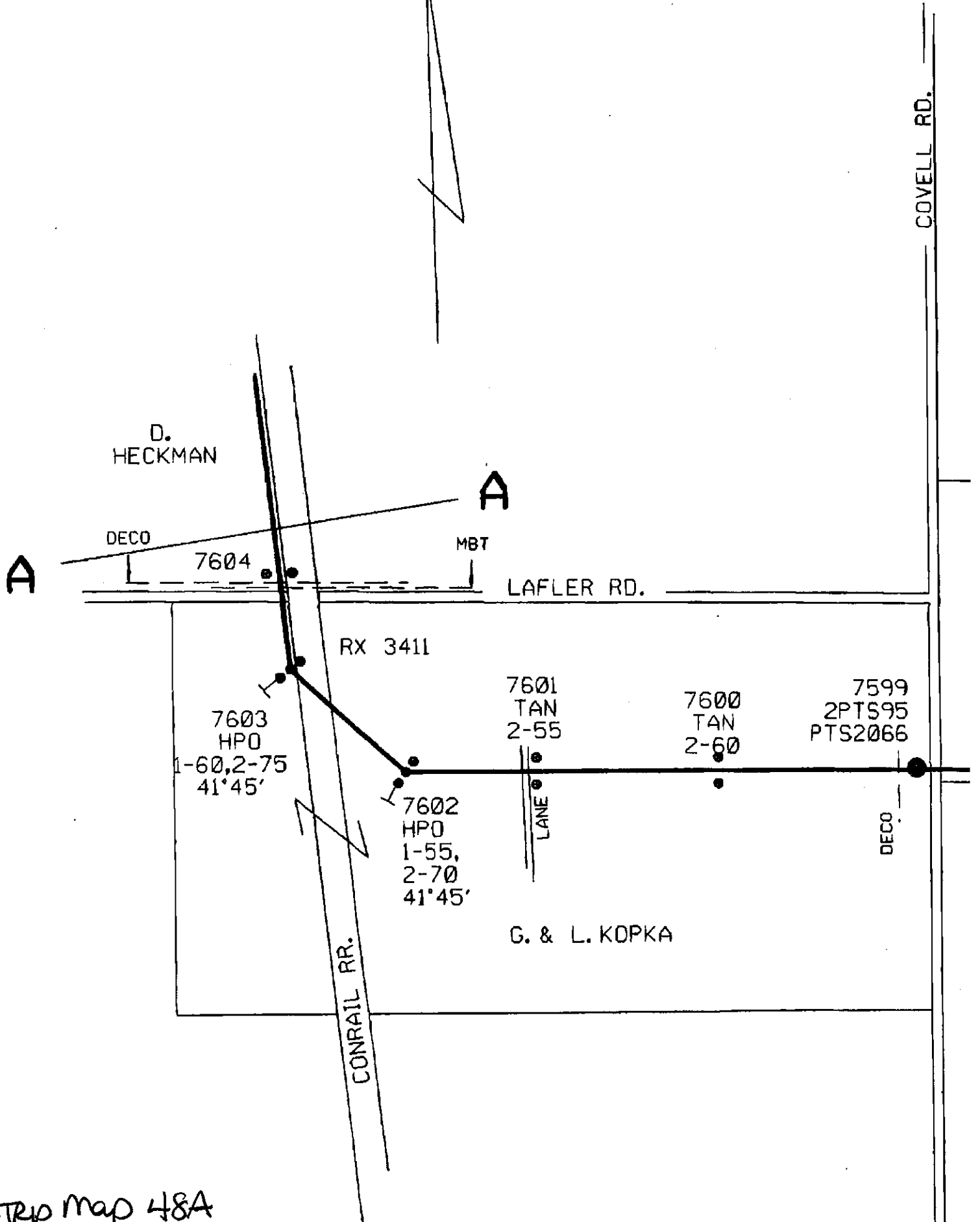
THE DETROIT EDISON COMPANY
PLAN SUBMITTED TO
MICHIGAN PUBLIC SERVICE COMMISSION
FOR 120,000 VOLT CROSSING
OVER ANN ARBOR RAILROAD
DRAWN BY H.D.-W.W. DATE 2-2-59
APPROVED BY *[Signature]* DATE 2-3-59
PERMIT NO. ED DRAWING NO. RX-3411

CITY MONROE
COUNTY DUNDEE
TOWNSHIP T.G.S., R.T.E.
SECTION NO. 7

20226

Dundee Twp
MONROE County
Section 7

N



Strip map 48A



Real Estate Department

Project No. XMO0133936
Work Order No. A0003284
Business Unit: ITC

Date: June 11, 2014
To: Records Center
From: Trina Richardson
Real Estate
Subject: Ann Arbor Railroad License Agreement-Section 7, Dundee
Township, Monroe County, Michigan.
Agreement Number: AA-L-2014-023

Attached are papers related to the acquisition of a Railroad Crossing License Agreement, dated April 3, 2014 to International Transmission Company (ITC) from Ann Arbor Railroad, whose address is 315 West 3rd Street, Pittsburg, Kansas 66762.

The license was acquired for the Enrico-Fermi-Radka 120kV transmission line for the Clean Tech project.

The license consideration was \$2,150.00.

The acquisition was negotiated by Trina Richardson.

Please incorporate into Right of Way File No. R20226.

Attachment (s)

CC: K. Maslowski

ANN ARBOR RAILROAD, INC.

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

THIS AGREEMENT, made this 3rd day of April, 2014 between **ANN ARBOR RAILROAD, INC.**, which has a mailing address at 315 West 3rd Street, Pittsburg, Kansas 66762 party of the first part (hereinafter called "Railroad"), and **INTERNATIONAL TRANSMISSION COMPANY d/b/a ITC Transmission** having a mailing address at 27175 Energy Way, Novi, MI 48377 as party of the second part (hereinafter called "Licensee").

WITNESSETH, that said Railroad (which when used herein shall include any lessor, successor 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 Licensee to be kept and performed, hereby permits, as a temporary license, Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove:

A single 120kv overhead electric transmission line, including a single fiber optic cable for Licensee's sole internal telecommunications use and not for use by others without the express written permission of the Railroad's Real Estate Department, on, over and across the tracks, right of way and property owned by Railroad at or near Railroad's Mainline Station 1246+12+/-, Milepost 23.60, approximately 350 feet southerly of the centerline of Lafler Road in the NW ¼ of the SW ¼ of Section 7, Township 6 South, Range 7 East, Township of Dundee, County of Monroe, and State of Michigan, as hereinafter more fully described on the attached Plan AA-L-2014-023 marked Exhibit A and drawing number ITC5-23804. This agreement will supersede the agreement C- 2626 between Detroit Edison Company and Ann Arbor Railroad Co. predecessors of the parties hereto.

In accordance with construction plans, submitted by Licensee to and approved by the Property Manager, incorporated herein by reference; all and any part thereof being hereinafter 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 Licensee, to wit:

1. The Licensee shall pay to Railroad upon the execution hereof, for the first year of this agreement in advance the sum of \$3,650.00 for the cost of the application, license preparation and annual fee for the first year. Thereafter

R202226
FILE

Licensee shall pay an ANNUAL Fee of \$1,150.00 in advance subject to increases as provided for in Exhibit B attached hereto and made a part hereof.

2. (a) The Facilities shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined in Page 1. No departure shall be made at any time there from except upon permission in writing granted by the Property Manager, 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 situated, 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 Property Manager, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the Facilities, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time Railroad should deem inspectors, 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, Railroad shall have the right to place such inspectors, 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 Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen, or watchmen by Railroad, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement.
3. If 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 Property Manager 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.

PERMIT #AA-L-2014-023

SUPERSEDES AGREEMENT #C-2626 DATED 3-30-1959

4. (a) 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 Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals there to 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.
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 Railroad.

(b) The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Railroad, shall extend for an appropriate distance on each side of the property of 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 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) It is understood between the parties hereto that the operations of Railroad at or near the Facilities involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Railroad or otherwise.

(b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless 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 in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Railroad liable therefore, and whether attributable to the fault, failure or negligence of Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of Railroad. **IRRESPECTIVE OF THE ABOVE AND REGARDLESS OF THE FAULT OF RAILROAD, UNDER NO CIRCUMSTANCES SHALL RAILROAD HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILROAD DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS RAILROAD FROM THE SAME.**

(c) If a claim or action is 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 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 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 Railroad on the

PERMIT #AA-L-2014-023

SUPERSEDES AGREEMENT #C-2626 DATED 3-30-1959

said Facilities. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. Licensee shall, at its sole cost and expense, upon request in writing of Railroad, promptly change the location of said Facilities covered by this Agreement, where located over, upon or in the property and facilities of Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Railroad upon land now or hereafter owned or used by Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its Facilities as are over, upon or in the property and facilities of Railroad as may be required by said Railroad or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Railroad may make such repairs or adjustments or changes in location and provide necessary material therefore.
10. Upon termination of this Agreement or upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of 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 Licensee shall remove its said Facilities and appurtenances from Railroad property, and right of way and all property of Railroad shall be restored in good condition and to the satisfaction of Railroad. If Licensee fails or refuses to remove its Facilities and appurtenances under the foregoing conditions, Railroad shall be privileged to do so at the cost and expense of Licensee, and Railroad shall not be liable in any manner to 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 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 therefore.
12. In the event the said Facilities consist of electrical power or communication wires and/or appurtenances, 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 Licensee should fail to do so, then Railroad may do so, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.

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 therefore the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against 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 Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page 1 without the consent and agreement in writing of 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 privileges hereby granted shall absolutely cease and terminate.
16. This Agreement shall take effect after signed by both parties.
17. Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the installation, maintenance, etc., of said Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.

18. Environmental Compliance

- 18.1 Licensee represents that it has conducted a complete inspection of the Facilities and except as noted herein, finds the Facilities to be reasonably free from pollution-induced conditions.
- 18.2 Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Railroad from and against any and all suits, actions, proceedings, fines, claims, or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a

violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of the Railroad.

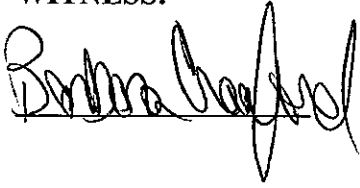
- 18.3 Without limiting any other provision of this Agreement, Railroad shall have the right to enter and inspect the Facilities in order to determine whether Licensee is complying with such laws, rules, and regulations, but no such inspection or absence of inspection by Railroad shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.
- 18.4 In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. Licensee shall not be entitled to abatement in the rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Railroad and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of Railroad. Railroad's completion of any Licensee's obligations hereunder shall not be deemed a waiver of Licensee's obligations under this Agreement. Railroad shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Railroad all information requested by Railroad regarding Licensee's Response Action or any environmental condition for which Licensee is responsible.
19. Licensee shall maintain a policy of comprehensive general liability and for at least **\$5,000,000.00** combined single limit, bodily injury and property damage per occurrence, **\$5,000,000.00** aggregate. The policy shall include: Completed operations liability, Contractual liability which would cover liabilities assumed under the contract with The Railroad, **An endorsement deleting all exclusions for work performed near a railroad**, an endorsement adding The Railroad as an additional insured and providing the Railroad 30 days Notice Of Cancellation or intent not to renew. Further, Licensee or Licensee's Contractor shall maintain a policy of **railroad protective liability insurance** for the benefit of Railroad in the amount of at least **\$2,000,000.00** single limit and **\$6,000,000.00** aggregate. Licensee shall furnish certificates to Railroad and provide not less than 30 days notice of cancellation or materials change in coverage.

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.

WITNESS:

ANN ARBOR RAILROAD, INC.



BY:



4/17/14
Date

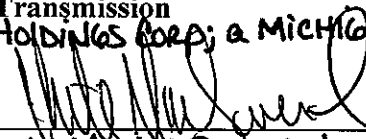
WITNESS:

INTERNATIONAL TRANSMISSION COMPANY, a MICHIGAN CORPORATION
d/b/a ITC Transmission

By: **ITC HOLDINGS CORP; a MICHIGAN CORPORATION, ITS SOLE OWNER**



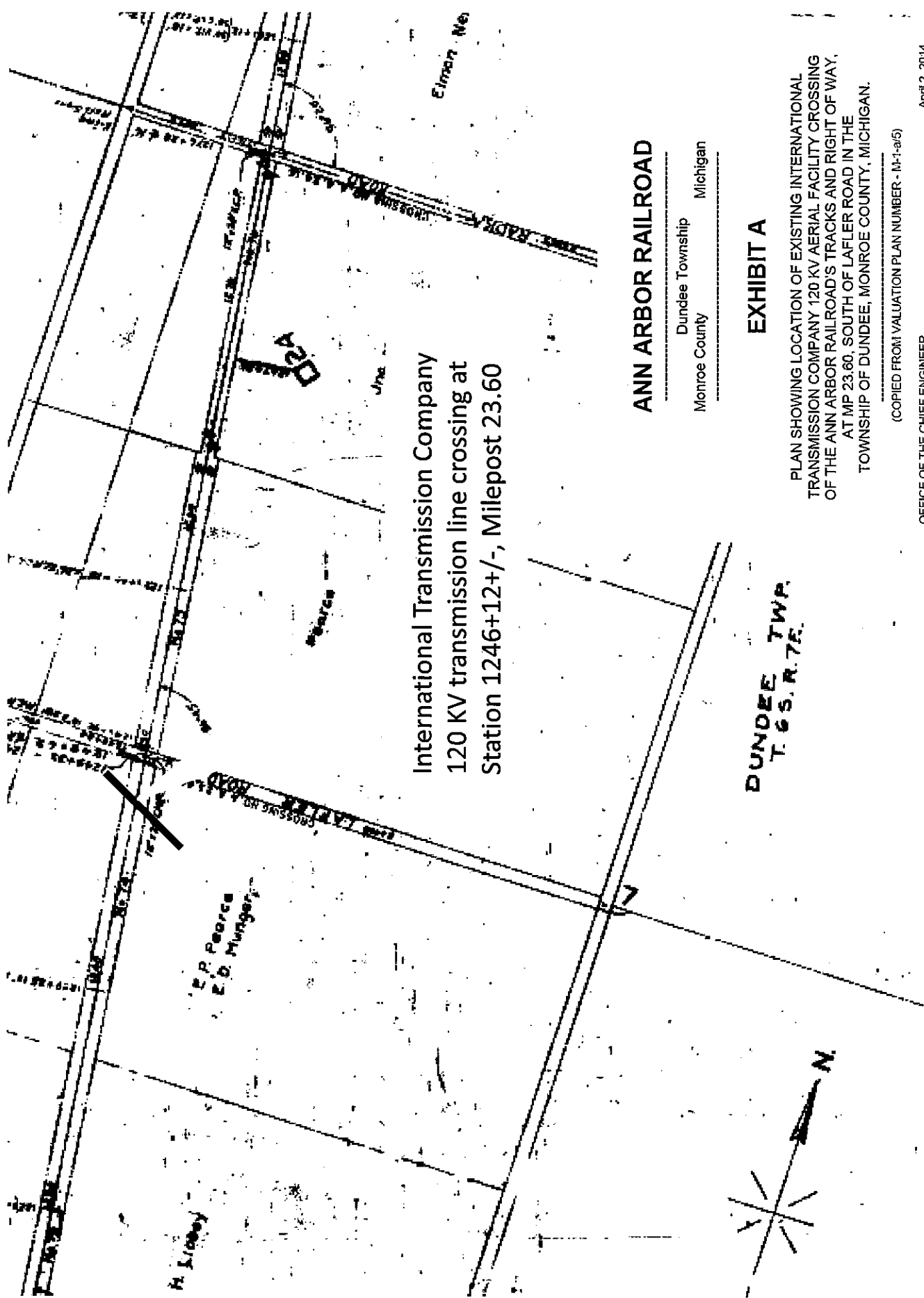
BY:


CHRISTINE MASON SORJERA
VICE PRESIDENT AND GENERAL COUNSEL
UTILITY OPERATIONS

4-21-2014
Date

PERMIT #AA-L-2014-023

SUPERSEDES AGREEMENT #C-2626 DATED 3-30-1959



International Transmission Company
 120 KV transmission line crossing at
 Station 1246+12+/-, Milepost 23.60

ANN ARBOR RAILROAD

Dundee Township
 Monroe County Michigan

EXHIBIT A

PLAN SHOWING LOCATION OF EXISTING INTERNATIONAL
 TRANSMISSION COMPANY 120 KV AERIAL FACILITY CROSSING
 OF THE ANN ARBOR RAILROAD'S TRACKS AND RIGHT OF WAY,
 AT MP 23.60, SOUTH OF LAFLER ROAD IN THE
 TOWNSHIP OF DUNDEE, MONROE COUNTY, MICHIGAN.

(COPIED FROM VALUATION PLAN NUMBER - M-1-a/5)

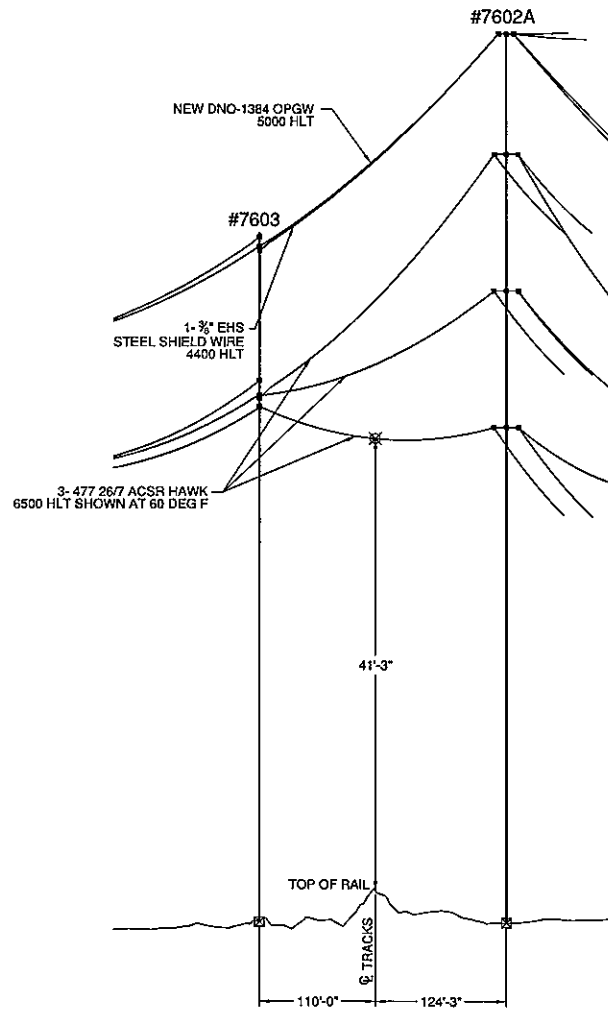
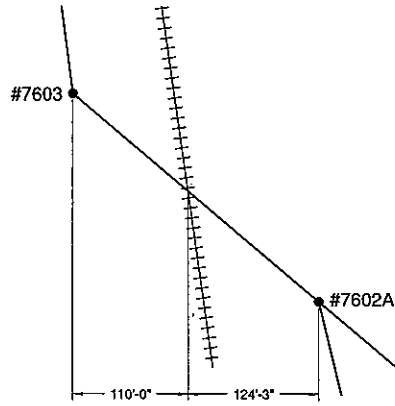
OFFICE OF THE CHIEF ENGINEER
 HOWELL, MICHIGAN
 SCALE AS NOTED

April 2, 2014
 DRAWN BY: JMC
 PLAN NUMBER: AAL-2014-023 Sheet 1 of 1

DUNDEE TWP.
T. 6 S. R. 7 E.

EXHIBIT B RENT ESCALATOR

The annual fee provided in Section 1 as the current Base Rent shall, on an annual basis, be changed by the same percentage increase as reflected in the “Consumer Price Index” for Urban Wage Earners and Clerical Workers (CPI-W) (1967=100) specified for “All Items” - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor (the “Index”). In no event, however, shall the rent be less than the then applicable Base Rent.



110'-0" Horiz. Scale
16'-25" Vert. Scale



VITAL OHL INTERCONNECTION
120KV TRANSMISSION CROSSING
ANN ARBOR RAILROAD
STR #7602A & #7603

ITC		ENGINEERING	
DRAWN BY	DSF/JLB	PROJECT NO.	A0003284
DATE	11/15/13	SCALE	AS SHOWN
CHECKED BY	JRR	DRAWING NUMBER	
DATE	11/15/13	ITC5-23804	

TRANSPORTATION
COMMISSION

WILLIAM C. MARSHALL
RODGER D. YOUNG
HANNES MEYERS, JR.
CARL V. PELLONPAA
SHIRLEY E. ZELLER
WILLIAM J. BECKHAM, JR.

JAMES J. BLANCHARD, GOVERNOR

DEPARTMENT OF TRANSPORTATION

TRANSPORTATION BUILDING, 425 WEST OTTAWA PHONE 517-373-2090
POST OFFICE BOX 30050, LANSING, MICHIGAN 48909

JAMES P. PITZ, DIRECTOR

September 26, 1985

Mrs. Sharon Selonke
Real Estate and Rights of Way
Detroit Edison Co.
2000 Second Ave.
448 G.O.
Detroit, Michigan 48226

Dear Mrs. Selonke:

Please be advised that on September 24, 1985, the Michigan Department of Transportation conveyed to the Michigan Interstate Railway Co. a portion of the Ann Arbor Railroad System between Ann Arbor, Michigan and Toledo, Ohio. The sale necessitates the assignment of forty-one (41) license agreements with the Detroit Edison Co. The license agreements assigned are:

<u>Detroit Edison</u> <u>Project No.</u>	<u>RX No.</u>	<u>Ann Arbor Railroad</u> <u>Agreement No.</u>
BA 9980	Occpt.	C-188
BA 9982	Occpt.	C-350
BA 9983	1187	C-402
EW 9960	761B	C-962
BA 9990	2152D	C-1036
BA 9100	649E	C-1112
BA 9101	733C	C-1113
BA 9102	--	C-1114
EW 2791	1289A	C-1342
EW 2792	517B	C-1590
BA 2794	52D	C-1609
EW 2795	2574A	C-1755
BA 2799	Occpt.	C-2298
BA 2800	3118A	C-2306
BA 2801	3151A	C-2336
BA 2804	3374	C-2547
BA 3324	3399	C-2613
EW 2806	3411P	C-2626
EW 2807	3434A	C-2652
BA 2808	Occpt.	C-2715

Detroit Edison
Project No.

RX No.

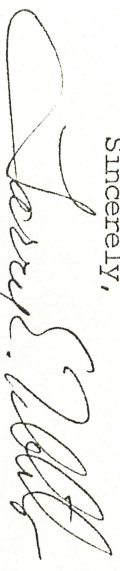
Ann Arbor Railroad
Agreement No.

BW 2809	2615A	C-2720
BA 2810	Occpt.	C-2875
BA 2811	AA67K	C-2894
BA 2814	687B	C-3088
BA 2815	Occpt.	C-3093
BW 2818	3321B	C-3204
BW 2819	3724	C-3209
BA 2820	3866	C-3244
BA 2823	3554A	C-3275
BA 2830	3988	C-3400
BA 2832	Occpt.	C-3417
BA 2836	4049	C-3494
BA 2837	4048	C-3497
BA 2839	542F	C-3500
BA 2840	4079	C-3563
BA 2841	Occpt.	C-3564
BA 2842	Occpt.	C-3571
BA 2845	4223	C-3614
BW 2847	4234	C-3646
BA 2848	3964A	C-3659
BW 2849	4269	C-3767

License agreement payments have been paid through the anniversary date. All future contact and payments of the above mentioned agreements should be made to:

Michigan Interstate Railway Co.
P. O. Box 619
Owosso, MI 48867

Sincerely,


Larry E. Tibbits, Manager
Capital Development Section
Freight Division

cc: MIRC

RECORDED RIGHT OF WAY NO. 20226

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

1960 OCT 12 AM 9 02

October 4, 1960

REAL ESTATE AND
RIGHTS-OF-WAY DEPT.

MICHIGAN PUBLIC SERVICE COMMISSION	
PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. _____	R & S _____
Permit No. <u>ED2-8-4573</u>	
OCT 5 1960	
Adm. _____	File _____

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, I. W. Gamble, Supervisor of Rights of Way,
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing 3-26-59 covered by Wire Crossing Permit No. ED2-8-4573,
issued 3-26-59, 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,

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

RX No. 3411
Location Dundee Township
Monroe County
Railroad Ann Arbor

Subscribed and sworn to before me this
4th day of October, 1960
Notary Public Albert E. Johnson
Wayne
County, Michigan
My Commission expires July 11, 1961

Railroad Company
At a point approx. 350' S of Lafler Rd.
A.A.R.R.Co. Waiver dated March 20, 1959

80022c

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

April 9, 1959

*Am
4/10/59*

MEMORANDUM TO:

Mr. Eldred H. Scott
Vice President and Controller
520 General Offices

Attached for the General Files is a fully executed copy of the agreement covering the crossing of our Monroe-Luzon 120,000 Wood Pole Transmission Line (presently operating at 40,000 volts) at a point approximately 350 feet South of Lafler Road, Dundee Township, Monroe County, Michigan.

The crossing is shown on our Plan RX-3411 and the Ann Arbor Railroad's plan dated February 26, 1959.

The agreement dated March 30, 1959 calls for a preparation fee of \$50.00 and an annual rental of \$20.00.

GEN'L ACCTG. DEPT.
ENTERED: <u>CANCELLED</u>
CONTRACT BOOK NO. <u>20226</u>
DATE <u>4/9/59</u>
BY <u>Madge J. Stearns</u>
CHECKED BY <u>[Signature]</u>

I. W. Gamble
Supervisor of Rights of Way

IMG:elj
Attached

GENERAL FILES	
RECEIVED	APR 15 1959
CLASSIFICATION:	
RECORDED	RIGHT OF WAY 20226

RECEIVED
<u>[Signature]</u>
<u>[Signature]</u>
<u>[Signature]</u>
<u>[Signature]</u>
<u>[Signature]</u>
<u>[Signature]</u>
<u>[Signature]</u>
<u>[Signature]</u>

DUN-12
A.X.

RECORDED RIGHT OF WAY NO. 20226

WABASH RAILROAD COMPANY

THE ANN ARBOR RAILROAD COMPANY
SIGNALS AND COMMUNICATIONS DEPARTMENT

DECATUR, ILLINOIS

L. B. YARBROUGH
SUPERINTENDENT SIGNALS
AND COMMUNICATIONS

1959 APR 9 PM 12 16
April 8, 1959

RIGHTS-OF-WAY DEPT.
NORTH OF DUNDEE

SUBJECT: CROSSING-- Detroit Edison Company - North of Dundee
Mr. I. W. Gamble, Supervisor of Rights of Way
The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

Dear Sir:

Referring to your letter of March 26th with respect to agreement for your crossing over Ann Arbor tracks about 350 feet South of Lafler Road near Dundee, Michigan.

Attached for your records is an executed copy of this agreement.

Yours truly,



REC

CONTRACT FOR OVERHEAD WIRE LINE

DUNDEE, MICHIGAN

This Agreement, Made and entered into this 30th day of March A. D. 1955

by and between ~~THE ANN ARBOR~~ **WARREN RAILROAD COMPANY**, party of the first part (hereinafter called the Railroad), and

THE DETROIT EDISON COMPANY

State of Michigan

, party of the second part (hereinafter called the Utility),

of Detroit

in the

WITNESSETH: That, for and in consideration of the sum of **\$50.00 initial payment**

and the further sum of **\$ 20.00**

per annum, in advance

, to be paid by the Utility to the Railroad and the covenants, agreements and undertakings of the Utility hereinafter contained, the Railroad hereby grants unto the Utility the right and permission to construct, operate, use and thereafter maintain or remove the following described facilities on the property of the Railroad:

A 120,000 volt wire line consisting of 3-477 MCM ACSR conductors and 2 steel ground wires across the tracks and right of way approximately 350 feet southerly of the centerline of Lafleur Road, near Dundee, Michigan.

~~as shown in xxx line on print dated February 26, 1959~~ ^{brown} attached hereto and hereby made a part of this agreement.

First: Where the facilities are located on or across the Railroad's property, the construction, 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 **Exhibit B**, consisting of **2** sheets), attached hereto and hereby made a part of this agreement.

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 Railroad, its lessees and licensees, including such special protective devices, as shall be necessary in the judgment of the Superintendent of Signals and Communications of the Railroad by reason of the construction of the Utility's facilities.

Third: Before beginning any work in connection with the construction of said facilities, insofar as it will affect the property, equipment or operations of the Railroad, the Superintendent of Signals and Communications of the Railroad 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 Railroad.

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

Fifth: If the operation or maintenance of the Utility's facilities should at any time cause inductive or physical interference with the telegraph, telephone, or signal circuits, wires, appurtenances or facilities of the Railroad, its lessees or licensees, now or hereafter located on the Railroad'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 facilities, or furnish and install for the Railroad its lessees and licensees, such protective devices as shall be necessary in the judgment of the Superintendent of Signals and Communications of the Railroad to eliminate such interference.

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

RECORDED RIGHT OF WAY NO. 20226

Sec. 9, S.W. 1/4 of 4

Sixth: In the event that the Railroad 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 Railroad, its lessees and licensees, or make any additions thereto, the Utility agrees that, upon the written request of the Railroad, it will immediately, at its own cost and expense, make such changes in its facilities as shall be necessary in the judgment of the Superintendent of Signals and Communications of the Railroad to provide for safe and proper construction, reconstruction, maintenance and operation of circuits and lines of the Railroad, its lessees and licensees. If the Utility shall fail to comply with any such request within ten (10) days, the Railroad 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 Railroad, the Utility assumes the risk of, and covenants and agrees that it will save harmless the Railroad 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 its facilities on the right of way of the Railroad or their removal therefrom, whether caused by the negligence of the Railroad, its agents, employees, servants or otherwise.

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

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 Railroad to construct, use maintain or operate pole or wire lines on the Railroad's owned or leased right of way.

Eleventh: The Utility agrees to keep the weeds cut for a distance of 10 feet around any of its poles, and anchors located on the property of the Railroad.

Twelfth: 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 Railroad, 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 as of the day and year first above written.

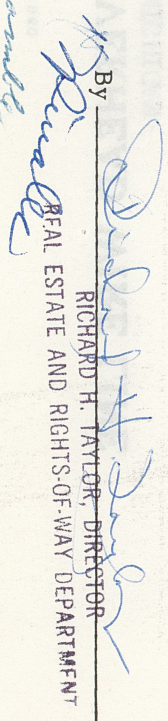
THE ANN ARBOR
~~THE ANN ARBOR~~ RAILROAD COMPANY

By 

D. E. Brummitt

LAND & TAX COMMISSIONER

THE DETROIT EDISON COMPANY

By 
RICHARD H. TAYLOR, DIRECTOR
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

March 26, 1959

Mr. I. B. Yarbrough
Superintendent
Signals and Communications
The Ann Arbor Railroad Company
Decatur, Illinois

Dear Mr. Yarbrough:

We are returning both copies of the agreement covering our crossing over your tracks at a point 350 feet South of Lafler Road in Dundee Township, Monroe County, Michigan.

They have been signed for our Company. Will you please return one fully executed copy of this agreement to us for our records.

Yours very truly,



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

IWG:clj
Attached

TO Mr. W. J. Widen - 620 General Offices DATE April 6, 1959 TIME _____

We have received Michigan Public Service Commission Pends No. MD2-0-4573

dated March 26, 1959, covering crossing of our 60,000 volt wood pole transmission line (ultimately to operate at 120,000 KV) over tracks of The Ann Arbor Railroad Company at a point approximately 350 feet south of Ingleter Road, Dundee Township, Monroe County, Michigan as shown on our Plan M-3411.

COPIES TO: Messrs. J. Wanner, 700 G.O. and J. Wyle, 702 G.O. SIGNED

J. W. Gamble
J. W. Gamble
Supervisor of Rights of Way

REPORT _____

DATE RETURNED _____ TIME _____ SIGNED _____

RECORDED RIGHT OF WAY
20226

STATE OF MICHIGAN
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION ^{1059 APR} PM 12 09

REAL ESTATE AND
RIGHTS-OF-WAY DEPT.

Standard Railroad Wire-Crossing Permit No. ED2-8-4573

In Re Application of
The Detroit Edison Company
2000 Second Street
Detroit 26, Michigan

Pursuant to Act No. 171 of the Session Laws of 1893, as amended, application having been made to Michigan Public Service Commission by said

The Detroit Edison Company
for permission to string wires across the tracks of the
Ann Arbor Railroad Company
and said **The Detroit Edison Company**

having conformed to the Commission's rules governing the filing of notices and issuing of permits for the construction of electrical lines and said rail road company having waived the right of notice and hearing provided for in said act

THEFORE, It is ordered that said
The Detroit Edison Company

be permitted to string the following described wires across the tracks of said railroad at the following described place:

Township of Dundee At a point approximately 250' S of Larler
County of Monroe Road, Section 7, T-6-S, R-7-E.
State of Michigan 3 - 477' Mem 26/7 ACSR Phase Conductors
2 - 3/8" Beth "C" 7 Strd. Ground Wires
Plan RX-3411

as indicated on the attached plans, when, as and if approved.
At the point of crossing said wires shall be constructed in accordance with this Commission's rules and regulations.

Given under our hands and the Official Seal of this
Commission at the City of Lansing, State of Mich-
igan, this **Twenty-Sixth** day of **March**
A. D. 19 **59**
MICHIGAN PUBLIC SERVICE COMMISSION
By

Otis W. Smith
Chairman,

Thomas M. Burns
Commissioner,

James H. Lee
Commissioner.

Countersigned

Norman Berkovitz
Secretary

RECORDED RIGHT OF WAY NO. 20922

STATE OF MICHIGAN
Office of the Michigan Public Service Commission } SS.

I, Norman Berkowitz, Secretary of the Michigan Public Service Commission

Do Hereby Certify, That I have compared the annexed copy of Wire Crossing

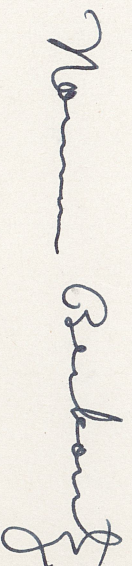
Permit No. ED2-8-4573

with the original Permit

recorded in ED2-8-4573

and that it is a true and correct transcript therefrom, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed
the seal of the Commission, at Lansing, this Twenty-Sixth
day of March in the year of our Lord
one thousand nine hundred Fifty-Nine



Secretary

RECORDED RIGHT OF WAY NO. 20322

March 23, 1959

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

Attached are two (2) copies of our Plan RX-3411 with data sheets covering our proposed one 40,000 volt line, ultimately to operate at 120,000 volts, (known as our Monroe-Luzon 120,00 wood pole transmission line) over tracks of The Ann Arbor Railroad Company, at a point approximately 250 feet South of Lafler Road, Dundee Township, Monroe County, Michigan.

Also attached is a waiver of hearing from The Ann Arbor Railroad Company.

Will you kindly grant us the permit to do this work.

Yours very truly,



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

IMG:clj
Attached

WABASH RAILROAD COMPANY

THE ANN ARBOR RAILROAD COMPANY 1959 MAR 23 AM 10 05
SIGNALS AND COMMUNICATIONS DEPARTMENT

LS
REAL ESTATE AND
RIGHTS-OF-WAY DEPT.

L. B. YARBROUGH
SUPERINTENDENT SIGNALS
AND COMMUNICATIONS

DECATUR, ILLINOIS

March 20, 1959

SUBJECT: CROSSING - Detroit Edison Company - North of Dundee
Michigan Public Service Commission
Lansing, Michigan

Dear Sirs:

The Ann Arbor Railroad Company will waive hearing in connection with application of The Detroit Edison Company for permission to construct 3-4,777 MCM ACSR 26al/7 st. wires with 2 - 3/8" Bethenized "G" 7 - strand steel ground wires for one 40,000 volt initially (ultimately to operate at 120,000 volts) 60 cycle, 3 wire circuit with two ground wires, over the right of way and tracks of the Ann Arbor Railroad Company at a point approximately 350 feet south of Lafler Road, Dundee Township, Monroe County, Michigan.

All construction to be in accordance with the rules and regulations of the Michigan Public Service Commission and in a manner that will not obstruct the Railroad Company's right of way view of tracks or signals.

Yours truly,

(Signed) L. B. YARBROUGH

Supt. Sigs. & Comms.

RECORDED RIGHT OF WAY NO. *90920*

WABASH RAILROAD COMPANY

THE ANN ARBOR RAILROAD COMPANY
SIGNALS AND COMMUNICATIONS DEPARTMENT

1959 MAR 23 AM 10 05

REAL ESTATE AND
RIGHTS-OF-WAY DEPT.

DECATUR, ILLINOIS

L. B. YARBROUGH
SUPERINTENDENT SIGNALS
AND COMMUNICATIONS

March 20, 1959

SUBJECT: CROSSING - Detroit Edison Company - North of Dundee

Mr. I. W. Gamble, Supvr. Rights of Way.

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

Dear Sir:

Referring to your letter of February 19th in regard to proposed 40,000 volt line across Ann Arbor right-of-way and tracks approximately 350 feet south of Lafler Road near Dundee, Mich.

Attached is agreement in duplicate for this crossing. If satisfactory, please sign and return both copies also please advise date you expect to begin this construction.

Waiver of hearing in duplicate is also attached.

Yours truly,

February 19, 1959

Mr. L. B. Yarbrough
Superintendent
Signals and Communications
The Ann Arbor Railroad Company
Decatur, Illinois

Dear Mr. Yarbrough:

We respectfully request permission to cross over your tracks with our proposed one 40,000 volt line, ultimately to operate at 120,000 volts, (known as our Monroe-Luzon 120,000 wood pole transmission line) at a point approximately 350 feet South of Lafler Road, Dundee Township, Monroe County, Michigan.

Attached are six (6) copies of our Plan RX-3411, with data sheets, showing location and other details of the proposed crossing.

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

If this crossing has your approval, will you kindly forward your waiver of hearing, in duplicate, directly to us and upon receipt of same, we will enter our application with the Michigan Public Service Commission for the necessary permit.

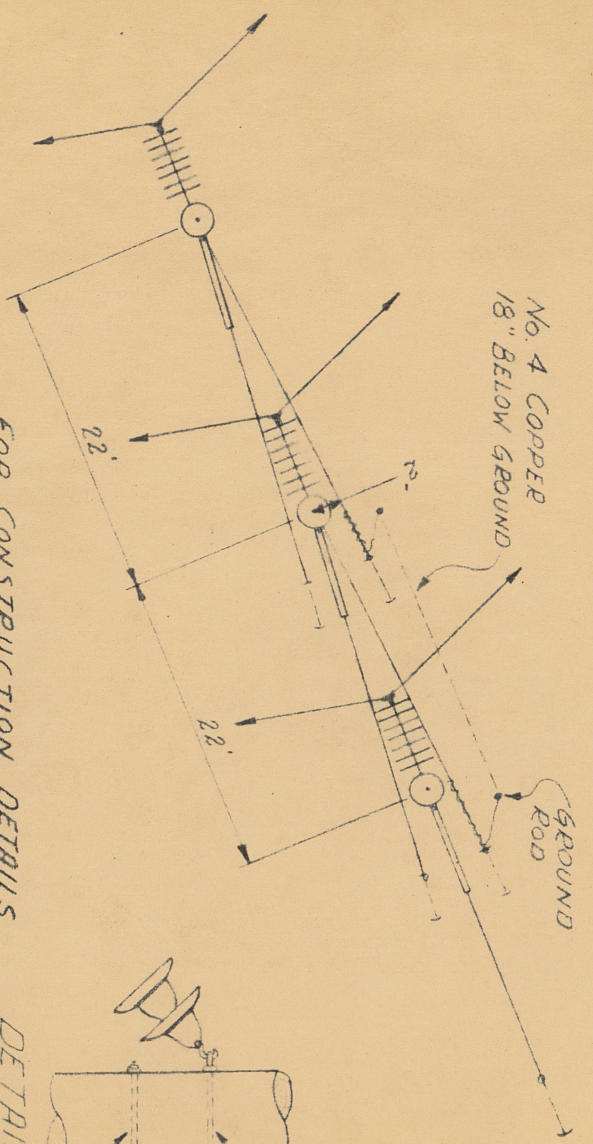
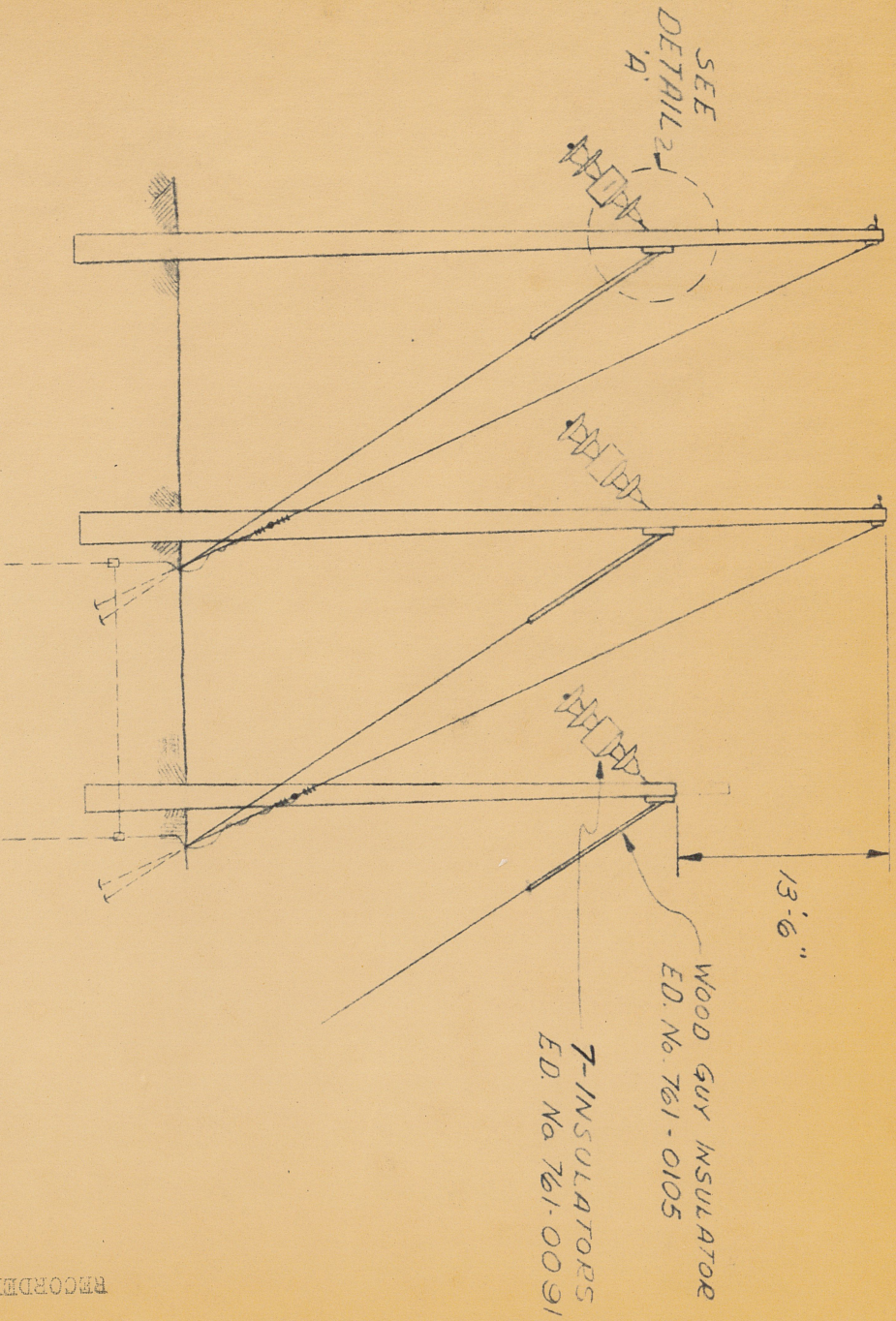
Very truly yours,

J. W. Gamble

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

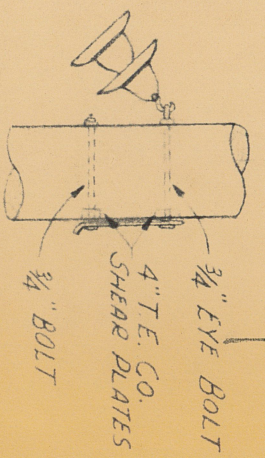
IMG:c1j
Attached

RECORDED RIGHT OF WAY WA 20926



FOR CONSTRUCTION DETAILS
SEE DWG. 6-55773-14

DETAIL 'A'

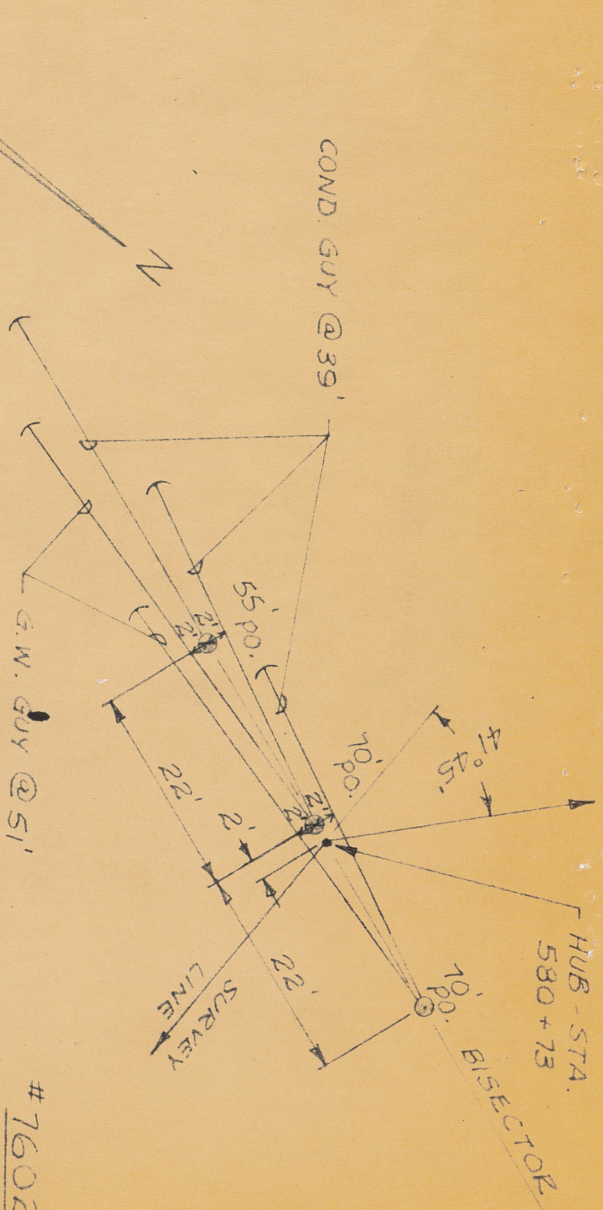


RECORDED RIGHT OF WAY NO. 30996

APPROVED J.S.W.	LAYOUT
APPROVED	DRAWN M.R.D.
APPROVED	SCALE NO SCALE

HPO
HORIZONTAL PULL OFF
STRUCTURE 120KV

THE DETROIT EDISON COMPANY PLANNING & PROJECT ENG'G. DEPT.	
DATE	DWG. NO.
11-29-55	ED-1653



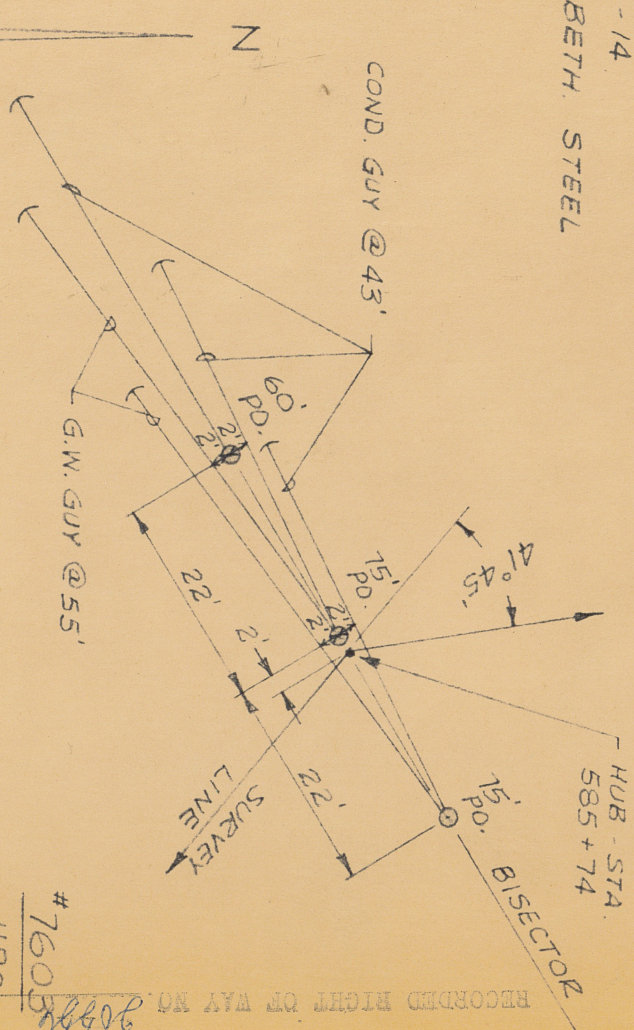
7602

HPO

1-55' 2-70'

DESIGN GUY LOADS:
COND. 11500 LB.
G.W. 7800 LB.

FOR CONSTRUCTION DETAILS
SEE DWG. 655773-14
ALL GUYS 3/8" BETH. STEEL



7603

HPO

1-60' 2-75'

DESIGN GUY LOADS:
COND. 11420 LB.
G.W. 7800 LB.

RECORDED RIGHT OF WAY NO. 20498

APPROVED	LAYOUT
<i>JH</i>	JH
APPROVED	DRAWN
SCALE	SCALE
1" = 20'	1" = 20'

LAYOUT OF STRUCTURES
7602 & 7603
MONROE - LUZON 120 KV LINE

DATE	THE DETROIT EDISON COMPANY
1/15/59	PLANNING & PROJECT ENG'G. DEPT.
DWG. NO.	
ED- 2275	

DATA SHEET TO ACCOMPANY DRAWING RX-3411

Name of Company
The Detroit Edison Company

Name and Location of Crossing
Crossing of the Monroe-Luzon 120-kv line over the Ann Arbor Railroad approximately 350 feet south of Lafler Road, Dundee Township, Monroe County, Michigan.

Circuits
Proposed one 40,000 volt initially (ultimately to operate at 120,000 volt) 60 cycle, 3-wire circuit with two ground wires.

Poles
Wood Pole - Western Red Cedar, Class 2. For height and type of structures see RX-3411, ED-1653 and ED-2275.

Conductors
Proposed 3 - 477 Mcm 26al/7st ACSR conductors with 2-3/8" Bethanized "C" 7-strand steel ground wires.

Insulators
7 - 5-3/4" x 10" insulators OB #32440 or equivalent.

Crossarms
Double wood crossarms 3-5/8" x 8-1/2" x 32'-0"

Guy and Guy Attachments
See ED-1653 and ED-2275

Guy Clamps and Insulators
See ED-1653 and ED-2275

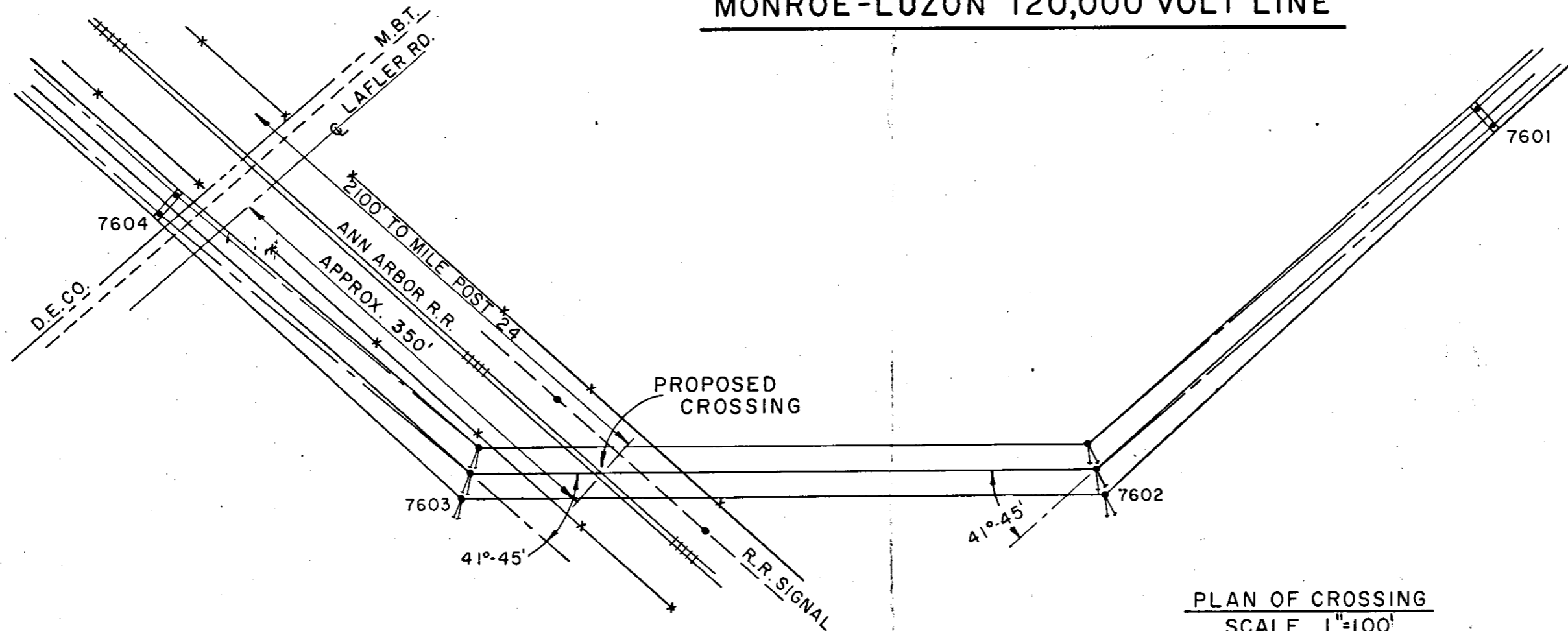
Guy Anchor and Anchor Rods
See ED-1653 and ED-2275

Suspension Details
For suspension details see RX-3411 and ED-1653.

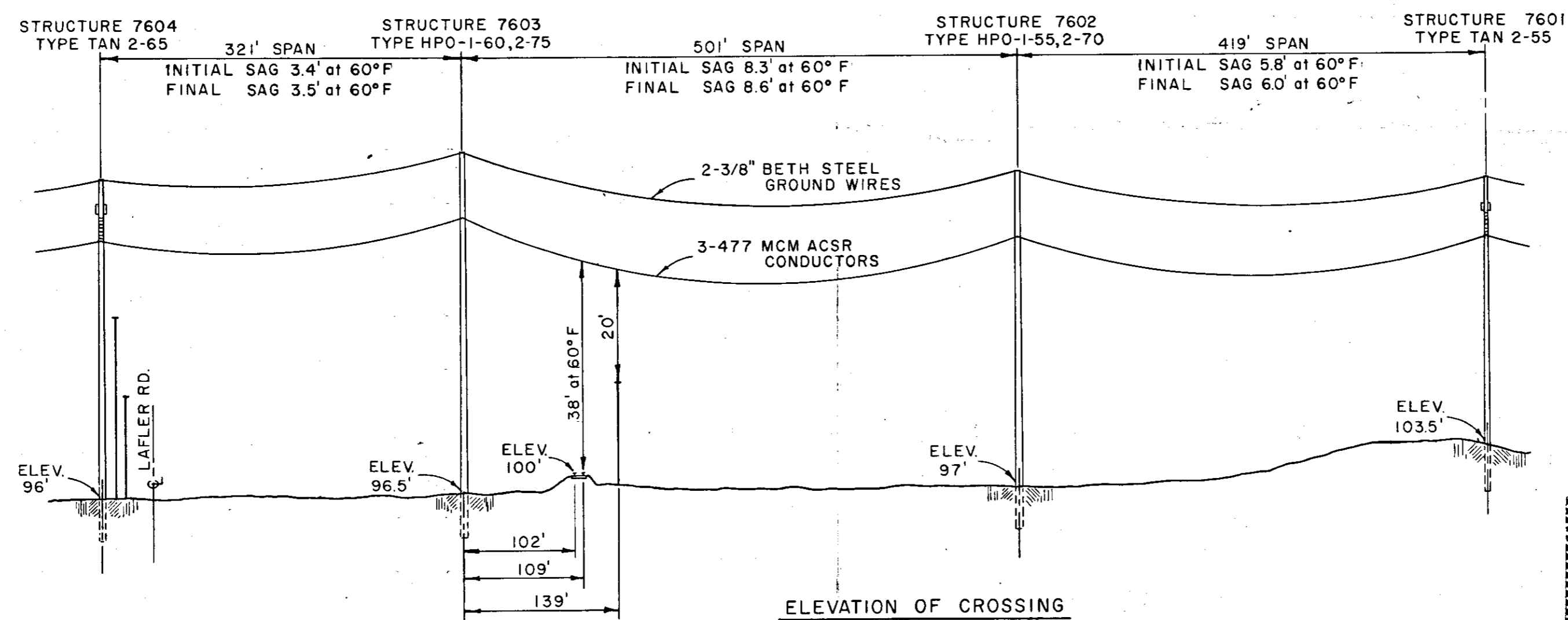
General Engineering Department
HRD:jk
2-12-59

EXHIBIT B

MONROE-LUZON 120,000 VOLT LINE



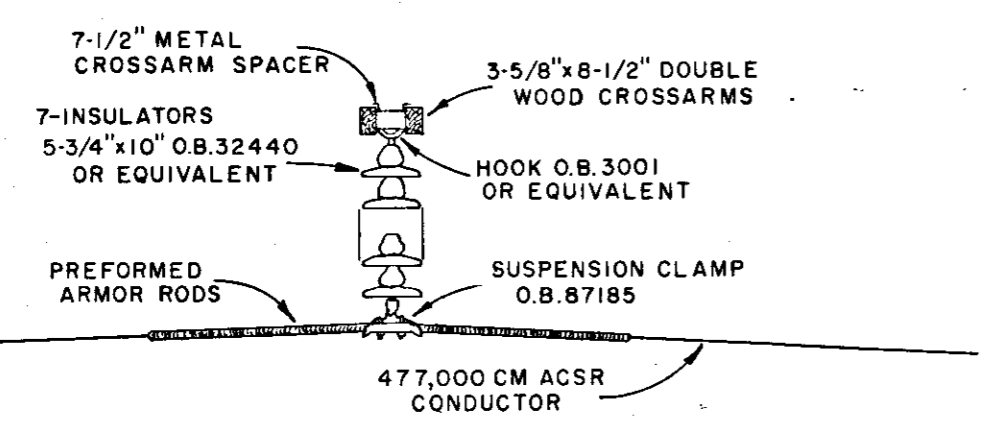
PLAN OF CROSSING
SCALE 1"=100'



ELEVATION OF CROSSING
1"=100' HORIZONTAL
1"=20' VERTICAL

SEE ED-2275
ED-1653
FOR DEADEND AND
GUYING DETAILS
STRUCTURES 7602
& 7603

APPROVED
FOR
MICHIGAN PUBLIC SERVICE
COMMISSION
[Signature]
DIRECTOR OF PUBLIC UTILITIES
FILED 2-8-4573 DATE 3-26-59



SUSPENSION DETAILS
STRUCTURES 7601 & 7604

THE DETROIT EDISON COMPANY
PLAN SUBMITTED TO
MICHIGAN PUBLIC SERVICE COMMISSION
FOR 120,000 VOLT CROSSING
OVER ANN ARBOR RAILROAD
DRAWN BY H.D.-W.W. DATE 2-2-59
APPROVED BY *[Signature]* DATE 2-3-59
PERMIT NO. ED DRAWING NO. RX-3411

CITY _____
COUNTY MONROE
TOWNSHIP DUNDEE
T6S, R7E
SECTION NO. 7

220226

RECORDED RIGHT OF WAY NO. 20226

H. DAVIS, 700 G.O.