

RC 21802

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

JAMES P. FITZ, DIRECTOR

September 26, 1985

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

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

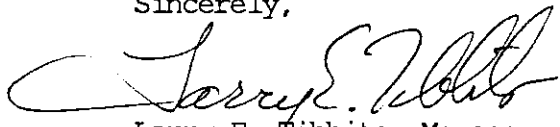
RECORDED RIGHT OF WAY NO. 21802

<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. 21802

INTERDEPARTMENT CORRESPONDENCE

January 3, 1963

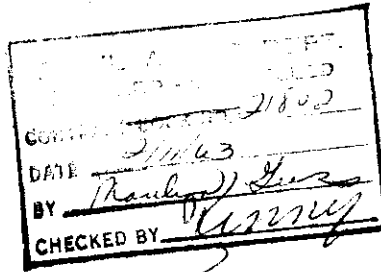
TO RECORDS CENTER:

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

The Ann Arbor Railroad Company

Facilities Covered: Longitudinal occupancy of ten poles, twelve anchors, three 40,000 volt wires, one ground wire and six 4800 volt wires.

Specific Location: Between the Huron River and Wright Street.



R.R. Valuation Station \_\_\_\_\_ Mile Post \_\_\_\_\_

City/~~Address~~ Ann Arbor Township \_\_\_\_\_

County Washtenaw Detroit Edison Plan No. A-299 revised 11-29-62

Agreement/~~Permit~~ Date 12-19-62 R.R. Plan No. Exhibit "A" dated 10-26-62

Preparation Fee \$100.00 Annual Rental \$150.00

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. \_\_\_\_\_

This is a Supplemental Agreement and is to be made a part of R/W \_\_\_\_\_

Attached Grand Trunk Western Railroad Permit No. \_\_\_\_\_ to be made a part of R/W No. 9064.

RECEIVED TO  
FEB 24 1963  
AUG 26 1964  
LGH/mnt

RECORDS CENTER  
RECEIVED JAN 15 1963  
INDEXED  
CLASSIFIED  
I. W. Gansler  
Supervisor of Rights of Way  
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 21802

*Handwritten notes:* 21802, 15 25 1/4 of Sec. 21, 56 1/4 00

# CONTRACT FOR OVERHEAD WIRE LINE ANN ARBOR, MICHIGAN

**This Agreement**, Made and entered into this 19th day of December A. D. 1962,  
by and between ~~THE ANN ARBOR~~  
**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 \$ **100.00 Initial Payment**

and the further sum of \$ **150.00** 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:

**One 40 KV wire line along Railroad's right of way, together with appurtenances thereto, between the Huron River and Wright Street,**

as shown in ~~the~~ <sup>brown</sup> line on print dated **October 26, 1962 marked Exhibit A** 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 **1** sheet(s), 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.

2/10/62

**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.

**Eight:** 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.

APPROVED:

\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
MANAGER MOTIVE POWER & CAR EQUIP.

\_\_\_\_\_  
CHIEF ENGINEER

\_\_\_\_\_  
GENERAL COUNSEL

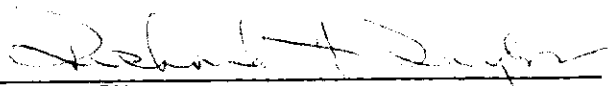
WITNESS

*John W. Gamble*  
*Harold P. ...*

**THE ANN ARBOR  
RAILROAD COMPANY**

By   
DIRECTOR OF INDUSTRIAL DEVELOPMENT AND REAL ESTATE  
**D. E. Brumitt**

**THE DETROIT EDISON COMPANY**

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

RECORDED RIGHT OF WAY 21802

APPLICATION FOR RIGHT OF WAY

02 FORM MS 80 6-58

12-18-62

PLEASE SECURE RIGHT OF WAY AS FOLLOWS

DATE October 11, 1962

LOCATION Ann Arbor Railroad R/W from Wright St.  
West to the Huron River

APPLICATION NO. A-299

DEPT. ORDER NO

CITY OR VILLAGE Ann Arbor

O F W NO 10211

TOWNSHIP Ann Arbor COUNTY Washtenaw

BUDGET ITEM NO 2001-106

DATE BY WHICH RIGHT OF WAY IS WANTED December 15, 1962

Project 6107-0442  
LINE NO. 6107-0442

THIS R/W IS 5 % OF TOTAL PROJECT NO 6107-0442 ACCUM. %

JOINT RIGHT OF WAY REQUIRED YES  NO

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED R/W to set poles and anchors, and install 40 KV & 4.8 KV wires, cut trees and brush on Ann Arbor Railroad property

PURPOSE OF RIGHT OF WAY Proposed Argo-Lark 40 KV Line

SIGNED

*J. C. Baker*

Ann Arbor

Overhead Lines

OFFICE

DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

RECORDED RIGHT OF WAY NO. 21802

Permission granted, as requested, by the Ann Arbor Railroad as per agreement received  
Their File 312-W-Ann Arbor, to be processed and filed in Records Center upon final  
execution.

Agreement Dated: 12-18-62 Agreement Dated: 12-19-62  
mat R/W 21802

See IWG's Letter 1-29-63 re add'l occupancy. (Application for R/W dated 1-21-63, City of Ann Arbor)

PERMITS IN GENERAL FILES \_\_\_\_\_ R/W DEPT. FILE \_\_\_\_\_ GRANTOR R/W 22032

NO. OF PERMITS \_\_\_\_\_ NO. OF STRUCTURES \_\_\_\_\_ NO. OF MILES \_\_\_\_\_ PERMITS TO MBT \_\_\_\_\_

DATE 12-18-62

SIGNED

*I. W. Gamble*  
I. W. Gamble, Supervisor of Rights of Way  
Real Estate and Rights of Way Department

RECORDED RIGHT OF WAY 21802

MEMORANDUM ORDER  
FOR GENERAL USE  
DE FORM NS 77 12-53

TO Mr. Gamble

DATE 12-3-62

TIME

Enclosed please find prints of our R/W application A-299 revised as of 11-29-62. This revision was made to correct a wrong dimension locating the first pole West of Wright St. and to add data with respect to the distances between our poles and the railroad signal lead. These prints supersede those dated 10-10-62.

COPIES TO: Halbach, Sewell, Austin

SIGNED



Estimating Supervisor  
ARR ARBORIST

REPORT

Wait until verification before making any changes  
of 12-5-62

DATE RETURNED

TIME

SIGNED

October 18, 1962

Mr. L. B. Yarbrough, Superintendent  
Signals and Communications  
The Ann Arbor Railroad Company  
Room 1551 - Railway Exchange Building  
St. Louis 1, Missouri

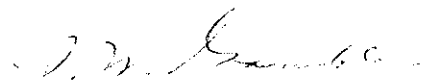
Dear Mr. Yarbrough:

We desire your permission to install ten (10) poles, twelve (12) anchors, three 40,000 volt wires, one ground wire and six 4800 volt wires on your right of way between the Huron River and Wright Street in the City of Ann Arbor, Washtenaw County, Michigan.

The details of the proposed installation are shown on our drawing No. R/W #A-299, ten (10) copies of which are attached.

Will you kindly grant us this permission.

Very truly yours,



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

LGH/mnt  
Attachments

SEE A. (10/18/62) SKETCHES & Y.P. 62 12-5-62

RECORDED RIGHT OF WAY NO.

41802



HURON RIVER

CUT ALL TREES AND BRUSH WITHIN R.R. R/W, FROM N. PROP LINE S. TO RAIL.

LONGSHORE DR.

ST.

A.A. R.R. R/W

TRACK

MILL RACE

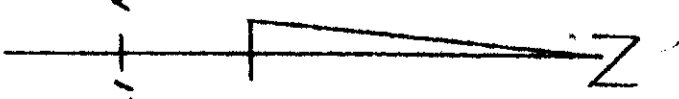
HURON RIVER

ANCHORS @ 55', 60', 65' & 70'

ANCHORS @ 45' & 50'

ANCHORS @ 55' & 60'

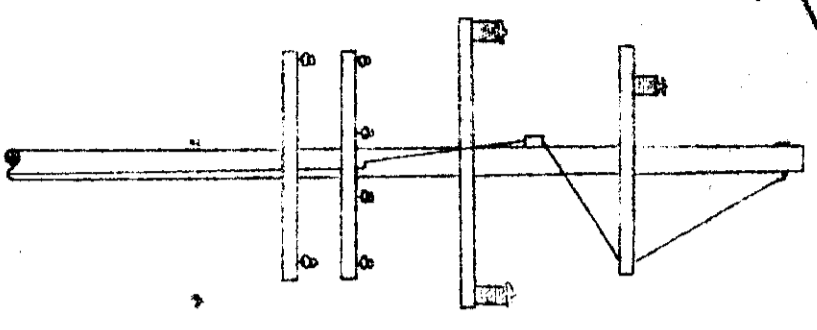
R.R. SIGNAL WIRES ARE DOWN EMBANKMENT - NO CONFLICT.



ANN-17-3

R/W APPLICATION # A-299

RECORDED RIGHT OF WAY NO. 21802



Typical Pole (55' and 60' poles)

THE DETROIT EDISON COMPANY OVERHEAD LINES DEPARTMENT			
CITY	COUNTY	TWP. SECT. NO.	DEPT. ORDER NO.
ANN ARBOR	WASHTEENAW		
MAP SECT.	TOWN	RANGE	JOINT R/W REQUIRED
ANN-17-3	45	6E	YES <input type="checkbox"/> NO <input type="checkbox"/>
KEY ENGINEER	M.E.Y. DISTRICT	DATE	PROJ. NO.
		ANN # 10211	6107-0492
CIRCUIT	PROPOSED	PART OR PORT.	
PROPOSED	PROG TO LARK WOK TIE		
REASON TO INSTALL	4 WOK TIE IN CONNECTION WITH NEW LARK STEPDOWN STATION	SUBJECT ITEM NO.	2001-106
SCALE	1" = 100'	PAVED	
ESTIMATOR	D. GIBSON	STAKED	YES
		G.H.L. DISTRICT	
		DATE REVISED	11-29-62

RIVER

HURON

NOTE

NO POLE LESS THAN  
21' FROM TRACK

2452+60 - 12" Pipelining City Sewer

2454+75 RTD (345)

2457+00 Yard Limit Sign 160'

2461+22  
LONGBSHORE  
2460+36 (CEDAR)

WRIGHT

FULLER'S

DRIVE

PONTIAC

RECORDED RIGHT OF WAY NO.

21802

FROM VALLEY

