

**Detroit  
Edison**

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

September 1, 1995

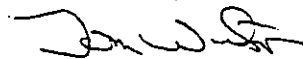
Mr. Ronald W. Adams  
Railroad Real Estate  
Michigan Department of Transportation  
3rd Floor, N. Ottawa Tower  
425 West Ottawa  
P.O. Box 30050  
Lansing, Michigan 48909

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

23117

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		TUSCOLA	BT3693	02/01/65	1914B	3	300' N/UTTER-65' E/COTTRELL	23045	100
	AAA3857	HOWELL	BA9961	06/22/77	4366	3	26-313' N MS9 AND 700' E OF BYRON	30972	75
	0000897	GENOA	BA9986	10/05/54	1928B	1	SEC 33 257FTOFMP660NEMILESOFCHELSON	10610	15
	0000961	GENOA	BA9987	02/01/39	1264D	1	SEC 6 QUARTERMILEEOFLAKELAND	10672	5
	0000963	NORTHFIELD	BA9988	06/01/39	2023	1	SEC 33 303FTSOFMP51	10727	5
	0000964	HAMBURG	BA9989	12/01/39	1566	1	SEC 05 HAMBURGRDANDANNARBORREASTOF OCC	10784	10
	00C3870	HOWELL	BA3375	06/04/79	4327	2	21001 S OF BECK ROAD	32412	150
	00L3803	HAMBURG	BA9974	11/26/74	4297	2	SEC 25 843FTNWOFSTRAWBERRYLAKERDWOFFHALL	29709	75
	0001163	GENOA	BA9136	03/03/42	OCCPT	3	SEC 6 SOFGRANDRIVERBETCHILSONANDHOWELL	11093	240
	0001165	HOWELL	BT2789	11/23/76	2118B	1	SEC 23 132FTN HENDERSON 1400FTE BYRON RD	11083	85
	0001232	HOWELL	BT2790	07/01/43	2249A	1	SEC 26 165FTN HIGHLAND RD	11134	5
	0001598	HAMBURG	BA2793	06/01/48	2486	1	SEC 9 SWARTHOUT AND CHILSON RDS	12032	5
	0001842	NORTHFIELD	BA2797	07/01/50	2649A	1	SEC 28 295FTN OFNORTHFIELDCHURCHRDS MP52	12967	10
	0002261	HOWELL	BA3303	04/01/80	3059C	1	35 PP 175'S RIDDLE & 410'W ALG	23117	75
	0002354	ANN ARBOR	BA2802	06/18/50	3077C	3	SEC 15 485FTSTRAVERS &347FTW NIXON RD	17607	15
	0002459	HAMBURG	BA2803	05/13/57	OCCPT	3	SEC 22 VICDRESSRD PETTYRD GIRARDDR, 4RX'S	18730	60
	0002562	NORTHFIELD	BA2805	04/20/65	3384A	1	SEC 6 1725FTSF 8 MI 550FTW US23	23150	50
	0002898	HOWELL	BA2812	05/09/73	1265F	3	SEC 36 310FTE NATIONAL 215FTS SUTTON	26831	50
	0002948	NORTHFIELD	BA2813	08/31/65	OCCPT	1	SEC 5 20FTN ESHOREDR 480FTW WHITMORELAKE	23312	50
	0003117	NORTHFIELD	BA2816	08/17/65	OCCPT	1	SEC 5 N OF WHITMORE LAKE ROAD	23292	12
	0003118	HOWELL	BA2817	08/17/65	OCCPT	1	SEC 26 750FT N OF RIDDLE	23290	6
	0003253	HOWELL	BA2821	04/28/67	385B	1	SEC 14 250FT S OF BARRON	24393	20
	0003254	HOWELL	BA2822	04/28/67	1489C	1	SEC 11 75FTS MARRD 1300FTW OAKGROVE RD	24392	50
	0003308	ANN ARBOR	BA2824	11/01/67	OCCPT	1	SEC 9 LONGN AND S PONTIAC TRAIL	24793	156
	0003314	NORTHFIELD	BA2825	12/05/67	3819	4	SEC 33 2550 FTS OFNORTHFIELDCHURCH EOFU2	24835	50
	0003324	ANN ARBOR	BA2826	02/16/68	3820A	2	SEC 9 400FT NW DHU VARREN	24923	50
	0003385	NORTHFIELD	BA2828	01/23/69	3977	1	SEC 6 1320FTS 8 MILE 1300FTW WHITMORE	25484	50
	0003399	ANN ARBOR	BA2829	03/19/69	875B	1	SEC 16 40FTS DHUVARREN 2670 FT	25586	50
	0003416	HAMBURG	BA2831	06/23/69	OCCPT	1	SEC 21 EAST OF KRESS RD	25776	10
	0003437	HOWELL	BA2833	09/24/69	2166A	1	SEC 23 100FTW OF ARMOND RD	27756	50
	0003443	HOWELL	BA2834	10/06/69	1449B	3	SEC 36 105FT SE WEST ST & BOWER ST	26007	50
	0003446	GENOA	BA2835	10/22/69	4023	1	SEC 6 I-96 AND LUCY ROAD	26048	20
	0003498	GENOA	BA2838	08/05/70	4111	3	SEC 7 354 FT SE BECK 3300FT W CHILSON	26403	50
	0003577	ANN ARBOR	BA2843	06/11/71	4203A	1	SEC 21 200FT NW PLYMOUTH ANN ARBOR RD	26834	50
	0003608	COHOCTA	BA2844	02/01/72	4090	4	SEC 1165FTE OAKGROVE & 385FTN MP 84	27753	50
	0003624	GENOA	BA2846	03/20/72	4227	1	SEC 7 635FT S. BECK RD	27754	50
	0570852	ALMER	BT1463	02/07/52	2443B	1	SEC 34 N OF GILFORD ST (95921-3)	14189	85
	0570853	ALMER	BT1464	10/21/47	2820A	1	S OF LUDER RD (7448717)	11664	110
	0570856	INDIANFLD	BT1465	05/10/30	2021	1	S OF FRANK STREET (69195-9)	10712	75

RECORDED RIGHT OF WAY 2317

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	128
	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 23117



**Detroit  
Edison**

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

RECEIVED

Mr. John Lonskey  
Department of Transportation  
2 North Plaza  
Jackson, MI 49202

May 14, 1980

MAY 15 1980

JACKSON DISTRICT #8  
Michigan State Highway Department

Gentlemen:

The Detroit Edison Company plans to construct, operate,  
and maintain an overhead line in City of Howell,  
Township of Howell, County of Livingston, Michigan.

The line will cross the tracks of the Ann Arbor  
Railroad Company. The wires to be installed  
are:

Span B-C

Three 3/0 ACSR 13,200 Volts

One 1/0 ACSR Neutral 0 Volts

The railroad has given the following waiver of hearing:

Waiver dated 2/26/80 enclosed

Blanket Waiver on file with the MPSC.

The proposed crossing is shown on drawing No. RX- 3059C

This is a new crossing.

This is a re-construction.

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

Application No. 47000-28-80R

Permit No. JN-245-80

FEE: \$10.00 Date 5/28/80

Bill:  By APPROVED

MAY 28 1980

*John Lonskey*  
DISTRICT UTILITIES ENGINEER  
M.D.S.H. & T.

/ss

Very truly yours,

*R. G. DuPont*

R. G. DuPont  
Office Supervisor  
Real Estate & Rights of  
Way Department

D.E. FORM RR40 9-77 CS

RECORDED RIGHT OF WAY NO. 23117

THE ANN ARBOR RAILROAD COMPANY - DEBTOR  
John M. Chase, Jr. - Trustee  
2215 City National Bank Building  
Detroit, MI 48226

February 26, 1980

Railroad File No. AA-2261-2

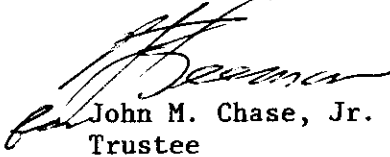
Michigan Department of State  
Highways and Transportation  
Lansing, Michigan

Gentlemen:

The Ann Arbor Railroad Company, Debtor, hereby waives its right of hearing in the matter of the application of the Detroit Edison Company for the reconstruction of a power line crossing over the tracks and right-of-way of the Ann Arbor Railroad Company, Debtor, at a point in private property, 175 ft. south of Riddle Street, City of Howell, Livingston County, Michigan at Valuation Station 3918+59.

This Waiver of Hearing is granted on condition that this power line crossing will be constructed in accordance with Detroit Edison Company, Drawing No. RX-3059C dated October 11, 1979, and with the rules and regulations of the Michigan Public Utilities Commission.

Yours truly,

  
John M. Chase, Jr.  
Trustee

sh/4/1

RECORDED RIGHT OF WAY NO. 23117

ANN ARBOR RAILROAD - DEBTOR

PIPE LINE, DRAIN AND WIRE LINE AGREEMENT

THIS AGREEMENT, made this first day of April, 1980, by and between John M. Chase, Jr., Trustee of The Ann Arbor Railroad - Debtor, a Michigan Corporation hereinafter called "Railroad Company" and DETROIT EDISON, 2000 Second Avenue, Detroit, Michigan 48226 hereinafter called "Licensee".

WITNESSETH, that the Railroad Company for and in consideration of the sum of One Hundred Dollars (\$100.00) to be paid by Licensee, and the payment of the additional sum of Seventy-Five Dollars (\$75.00) on the first day of April each year, during the term of this agreement, commencing April 1, 1980, hereby licenses and permits, but without warranty, the Licensee, upon condition that the Licensee faithfully keep and perform the covenants and agreements herein provided to be kept and performed by the Licensee and not otherwise, to construct, maintain, use, operate and remove a power line with necessary appurtenances and attachments, for the transportation of electrical energy, all of which is hereinafter referred to as the "Facility" upon and across its land and over its tracks and structures in the City of Howell, County of Livingston, State of Michigan, being at Valuation Station 3918+59, Mile Post 74.39 as shown on the print of: Detroit Edison Company dated 10-11-79, marked RX-3059C attached hereto and made a part hereof, upon the following conditions:

RECORDED RIGHT OF WAY NO. 23117

1. Before any work is performed by the Licensee on the Railroad Company's property, the Licensee shall submit to and obtain the written approval of the Railroad Company's Chief Engineer, of plans and specifications of the Facility to be located on the Railroad Company's property and the Facility shall be constructed in accordance with such plans and specifications.

2. The Railroad Company may check said plans and specifications and employ inspectors, watchmen and flagmen for the proper and safe protection of the property, traffic and business of the Railroad Company, and at its election, do all or any part of the work within the exterior lines of its lands in connection with or necessary for the construction, repair, renewal, maintenance, change, modification, removal or use of the Facility and Licensee agrees to reimburse the Railroad Company the cost thereof promptly upon presentation of bills therefor. All work done by the Licensee, (including its contractors, agents and servants) pursuant to this agreement, shall be performed at such time or times, in such manner and under such conditions as shall be satisfactory to and approved by the Chief Engineer of the Railroad Company and at the sole risk and expense of the Licensee. The Facility shall be constructed, maintained and operated by the Licensee so as not in any way, in the judgment of the Railroad Company, to interfere with the proper and safe operation, use and enjoyment of the property and railroad of the Railroad Company. In every case, as soon as the actual installation of the Facility has been completed, to the satisfaction and approval of the Chief Engineer of the Railroad Company, the Licensee shall restore the premises of the Railroad Company to the same or as good condition as they were prior to the commencement of work on the Facility.

3. If, at any time or times hereafter, the Railroad Company shall desire to make any changes in its tracks, structures, roadbed or other appurtenances of its railroad, or construct new appurtenances thereto, or use or permit the use of its lands for railroad or industrial or business purposes, at the location crossed or in any way affected by the Facility, then the Licensee shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from the Railroad Company, make such changes in the location or construction of the Facility as, in the judgment of the Chief Engineer of the Railroad Company, may be necessary to accommodate any future use, construction, improvements or changes on the lands of the Railroad Company.

4. No addition, change or modification of the Facility or change in the purpose of its use, shall be made without first obtaining the written consent of the Railroad Company and, in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission, apply to and cover the same with the same effect as if such addition, change or modification had been incorporated in this agreement.

5. If, at any time during the continuance of this agreement, the Licensee shall remove, abandon, or discontinue the use of the Facility, this agreement and all rights hereby conferred upon the Licensee, shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other action on the part of either party.

6. Upon the termination of this agreement in any manner, the Licensee shall unless released therefrom in writing by the Chief Engineer of the Railroad Company, within thirty (30) days', actually remove or cause to be removed, all of the Facility from and restore the premises of the Railroad Company. If the Licensee fails within said thirty (30) days' to remove the Facility, the Railroad Company may forthwith remove the same at the risk and expense of the Licensee and without being in any manner liable to the Licensee for such removal and the Licensee shall reimburse the Railroad Company the cost thereof promptly upon the presentation of bills therefor.

7. The Licensee shall obtain in advance, all licenses and permits required by law and shall comply with all laws, rules, ordinances and regulations, promulgated by lawful authorities having jurisdiction in the matter, applicable to the construction, maintenance or use of the Facility and agrees to indemnify and save harmless the Railroad Company against all expense, fines, penalties, costs and judgments imposed upon or suffered by the Railroad Company for failure to do so.



8. In the construction, use, renewal, maintenance, changing or modification of the Facility, or any part thereof, the licensee shall comply with all clearances for railroad tracks established by law and clearance standards of the Railroad Company and agrees to indemnify and save harmless the Railroad Company against all expenses, costs, judgments and liability imposed or suffered by the Railroad Company for failure to do so.

9. (a) As to wire line crossings or occupations.

If, in the judgment of the Railroad Company, the operation, existence or maintenance of the Facility shall at any time cause interference, including but not limited to physical interference, interference from electromagnetic induction, from electrostatic induction, or from stray or other currents, with the right-of-way, tracks, structures, pole lines, devices, or other property or any appurtenances thereto, of the Railroad Company, then in any such event, the Licensee, upon receipt of written notice from the Railroad Company of any such interference, shall promptly, at its own cost and expense, make such changes in the Facility as, in the reasonable judgment of the Railroad Company, may be required to eliminate all such interference.

(b) As to pipe line crossings or occupations.

The Licensee agrees, at its own cost and expense, to make such tests as in the reasonable judgment of the Railroad Company may be necessary to determine if the operation, existence or maintenance of the Facility, or the protection provided therefor against corrosion, causes interference with any of the Railroad Company's facilities whatsoever. The Licensee further agrees, upon written notice from the Railroad Company of such interference to make, at its own cost and expense, such changes as may be necessary to eliminate such interference.

10. The Licensee agrees to indemnify and save harmless the Railroad Company from and against all liabilities, expenses, judgments, claims and costs for loss of or damage to its property and property of its agents, servants, contractors and invitees and injury to or death of its agents, servants, contractors and invitees while on the property of the Railroad Company in connection with the performance of the work contemplated in this agreement.

11. The Licensee agrees to indemnify and save harmless the Railroad Company from and against all liability, expense, judgments and costs for loss of or damage to property of injury to or death of persons caused by or growing out of the operation of the Facility, or the presence and use of contents thereof upon the premises of the Railroad Company.

12. This agreement shall not be transferred or assigned by the Licensee without first obtaining the written consent of the Railroad Company.

13. This agreement may be terminated at any time by the Licensee giving the Railroad Company thirty (30) days' advance written notice to that effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Witness:

\_\_\_\_\_

JOHN M. CHASE, JR., TRUSTEE OF  
THE ANN ARBOR RAILROAD COMPANY - DEBTOR

By *John M. Chase, Jr.*  
Trustee

Witness:

*Shawn S. Sounart*

3-6-88

THE DETROIT EDISON COMPANY

By *R. R. Tewksbury*

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

*R.R.*

RECORDED RIGHT OF WAY NO.

*23117*



**Detroit Edison**

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

Mr. John M. Chase, Jr.  
The Ann Arbor Railroad Company  
2215 City National Bank Bldg.  
Detroit, MI 48226

January 15, 1980

**Proposed Overhead Wire Crossing:**

SPAN B-C

Three 3/0 ACSR 13,200 Volts  
One 1/0 ACSR Neutral 0 Volts

**Specific Location**

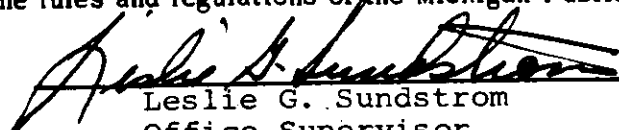
In private property (R.R. property) 175 ft. south of Riddle St. and 410 ft. west of the center line of Alger St., City of Howell, NE $\frac{1}{4}$  of Section 35, Howell Township, T3N-R4E, Livingston County, Michigan.

RECORDED RIGHT OF WAY NO. 23117

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post 74  
City/Village Howell Township Howell  
County Livingston Detroit Edison Plan Attached RX-3059C  
This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing XX  
Previous Agreement Information (if any) Date 4-16-65 (R. R. Plan) AA-2261-1

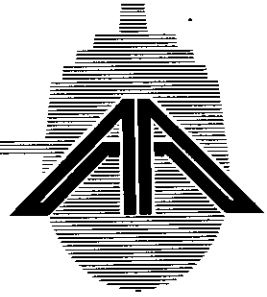
Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested XX In Duplicate  
(Waiver of Hearing to be mailed to applicant listed below)

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

  
Leslie G. Sundstrom  
Office Supervisor  
Real Estate & Right of Way Dept.  
406 G. O.

# ann arbor railroad system

MICHIGAN INTERSTATE RAILWAY COMPANY (OPERATOR)  
P.O. Box 619 • Owosso, Michigan 48867 • (517) 723-7823



December 3, 1979

Mr. Leslie G. Sundstrom  
Office Supervisor  
Real Estate & Right-of-Way Dept.  
Detroit Edison Company  
2000 Second Avenue  
Detroit, Mi. 48226

Dear Mr. Sundstrom:

In reference to your letter request of October 22, 1979, regarding the reconstruction of an overhead wire line crossing in the City of Howell, Michigan.

We are unable to locate said crossing from your print and description; therefore, we are sending you a print of our right-of-way. Please mark location of said crossing on the print and return to this office, at which time we will process your request.

Sincerely,

A handwritten signature in cursive script, appearing to read 'G. R. Abernathy'.

G. R. Abernathy,  
Chief Engineer

gra:wct:jb

RECORDED PRINT OF FAX NO. 23117

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

D.O. No. B 47543

Date 10-15-79

THE DETROIT EDISON COMPANY

RAILROAD CROSSING DATA SHEET

RX 3059C

Span B-C

Revision of RX 3059B

M.P.S.C. Permit and Date ED 2-8-5506

Railroad: ANN ARBOR

Facilities: 3 - 3/0 ACSE 13,200 Volts  
1 - 1/0 ACSE NEUTRAL 0 Volts

Location: IN PPTY 175' S. OF RIDDLE ST. & 410' W. OF THE  
E. OF ALGER ST., CITY OF HOWELL, NE 1/4 OF SECTION 35, TOWNSHIP  
OF HOWELL, T3N, R4E, COUNTY OF LIVINGSTON.

System Engineering Dept.

Date 10-15-79

By F.M. Hoffman

RECORDED RIGHT OF WAY NO. 23117

PROPOSED LINE CROSSING OVER ANN ARBOR RAILROAD  
 IN PRIV PROPRT 17545 OF RIDDLE ST & 410' W  
 OF E OF ALGER ST TOWNSHIP HOWELL (MAP 292) T 3N R 9E COUNTY LIVINGSTON  
 SECTION 35 NE 1/4 CITY OF HOWELL

EXISTING PERMIT NUMBER ED 2-3-5506

**NOTES**  
 MATERIALS SHALL BE AS NOTED IN THE CURRENT REVISION OF DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS.  
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN, BUT THE REQUIREMENTS OF THE CURRENT REVISIONS OF ORDER NOS. 1678 AND 1888 OF MICHIGAN PUBLIC SERVICE COMMISSION WILL BE COMPLIED WITH.

**MINIMUM CLEARANCES**

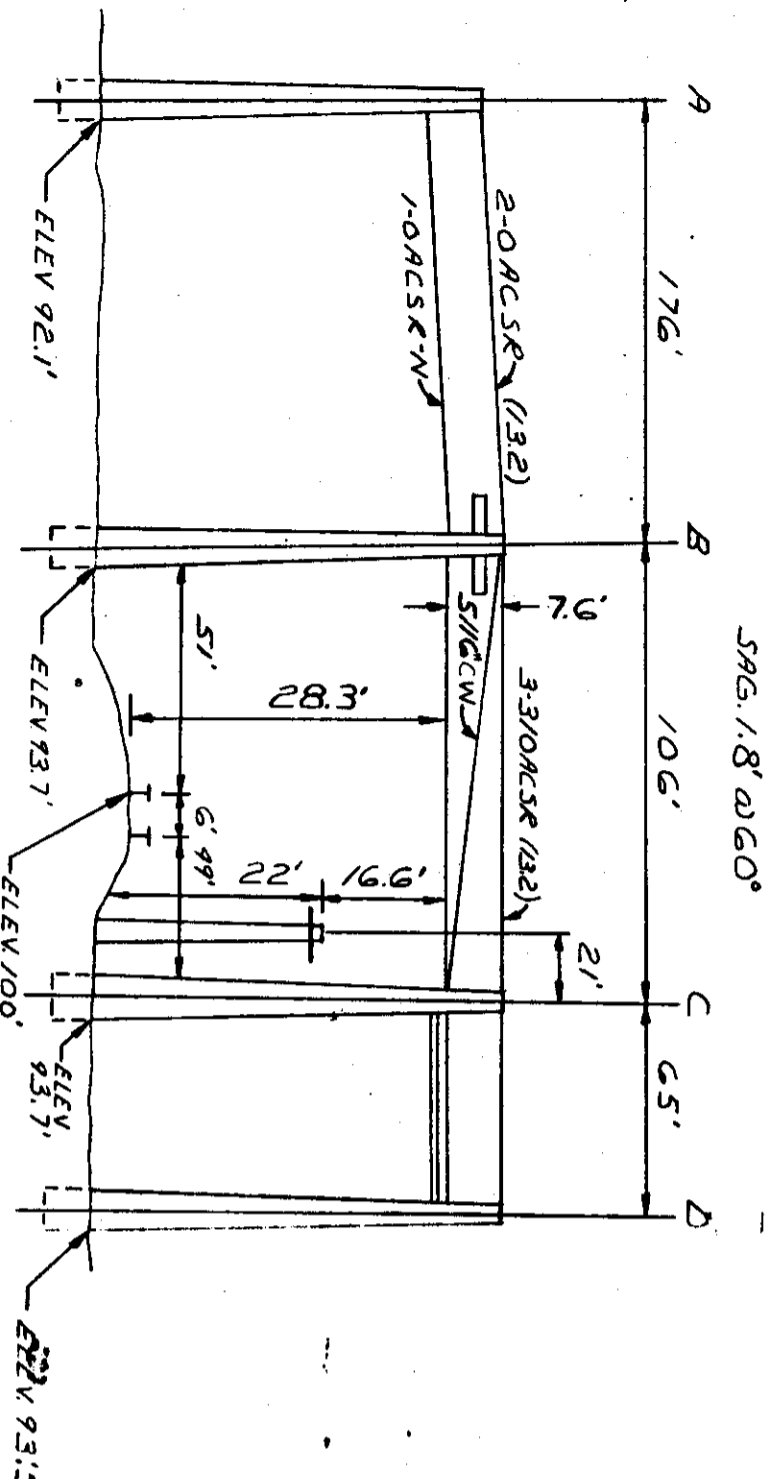
NEAREST POLE TO RAIL	SIDING MAIN LINE	7 FT	12 FT
WIRES OVER TRACKS	0 - 750 VOLTS 750 - 15,000 VOLTS 15,000 - 50,000 VOLTS 50,000 - 120,000 VOLTS	27 FT 28 FT 30 FT 33 FT	
WIRES OVER R SIGNAL	0 - 750 VOLTS 750 - 8,700 VOLTS 8,700 - 50,000 VOLTS 50,000 - 120,000 VOLTS	2 FT 4 FT 6 FT 9 FT	

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	SET
				A	47'	4	19
				*B	51'	3	79
3	5/0	ALCSR	13200	*C	51'	4	71
1	0	ALCSR	NEUTR	D	45'	5	54

DESIGNED BY G. COLE HANN SYSTEM ENGINEERING DIVISION ANN ARBOR  
 CHECKED BY E.M. HAZEN R.R. TRACKS DEPT. DATE 12-11-79  
 R.R. SIGNAL WIRE

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R. R. TRACKS	STRINGING SAG AT 60° F	HEIGHT OF LOWEST CONDUCTOR OVER R. R. SIGNAL WIRE
B-C	106'	1-0ACSR-N	13"	28.3'

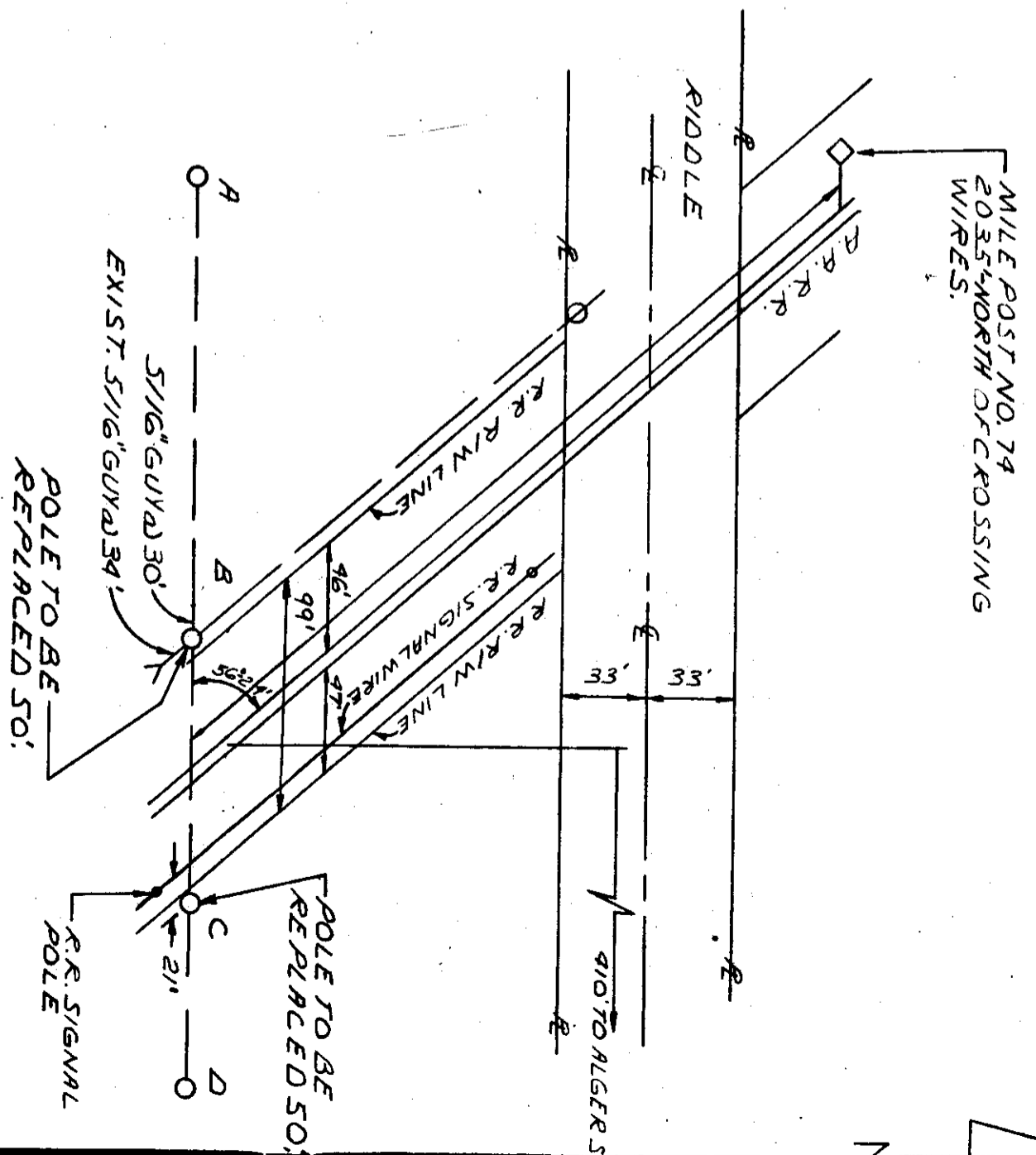
SAG TABLE 2  
 RULING SPAN 149'  
 FINAL SAG RATIO 1.94



REPLACING 2-6 #1-0B WITH 2-0ACSR AND REPLACE 2-6 #1-0B WITH 3-3/0ACSR INSTALL 1-0ACSR NEUTRAL

PROPOSED REVISION OF RX 3059B,

REFER TO D.O.B. 47543



RAILROAD CROSSING

THE ANN ARBOR RAILROAD COMPANY

CITY OF HOWELL

NE  $\frac{1}{4}$  Sec. 35, Howell Twp.

Span B-C - In RR propt. at a point approx. 175'  
S of the c/l of Riddle St. and 410' W  
of the c/l of Alger St.

LIVINGSTON COUNTY

PLAN RX-3059B

PERMIT NUMBER ED2-8-5506 3-31-65

TO OHL: 4-2-65

*Agreement dated 4-16-65  
R/W # 23117*

23117

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

April 14, 1965

Railroad File No. AA-2261-1

Mr. H. W. Seeley  
Chief Engineer  
The Ann Arbor Railroad Company  
13530 Michigan Avenue  
Dearborn, Michigan 48121

Dear Mr. Seeley:

We are returning agreement/~~agreement~~ in duplicate, covering our facilities over your tracks and/~~our~~ right of way as shown on our Plan RX-3059B, and located as follows:

Approximately 175 feet south of the center line of Riddle Street and 410 feet west of the center line of Alger Street. R.R. Valuation Station 3927+62 Mile Post 74+42

City/~~city~~ Howell Township, Howell (Northeast 1/4 of Section 35)  
County Livingston. The agreement/~~agreement~~ has been signed for our Company.

Will you please return one fully executed copy of this agreement/~~agreement~~ to us for our records.

Yours very truly,

*I. W. Gamble*

I. W. Gamble  
Supervisor of Rights of Way  
Properties and Rights of Way Dept.

LGH/gd  
Encls.

23117



# Detroit Toledo and Ironton Railroad Company The Ann Arbor Railroad Company



"WE HAVE THE CONNECTIONS"



13530 MICHIGAN AVENUE, DEARBORN, MICHIGAN 48121

H. W. SEELEY  
CHIEF ENGINEER

March 22, 1965

W. G. CLINTON, SUPERINTENDENT  
SIGNALS AND COMMUNICATIONS

C. J. HOLMBERG  
ENGINEER IN CHARGE

R. F. MOLINE, ENGINEER  
BRIDGES AND BUILDING

File No. AA-2261-1

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Attention: Mr. I. W. Gamble  
Supervisor of Rights of Way

I. W. GAMBLE

MAR 23 1965

PRINCE & W. DEPT.

Gentlemen:

Attached are two (2) copies of the Wire Line Agreement in which it is proposed that The Detroit Edison Company and the Ann Arbor Railroad Company enter into for the reconstruction of a power line at a point in Railroad property at a point approximately 175 feet south of the center line of Riddle Street and 410 feet west of the center line of Alger Street, City of Howell, Township of Howell, Livingston County, Michigan, over the Railroad Company's tracks and right-of-way at milepost 74+42, valuation station 3927+62.

If satisfactory, please have both copies of the Agreement executed on behalf of your Company, and return both copies to us for further handling, after which one completely executed copy will be returned to you.

Yours truly,

  
H. W. Seeley  
Chief Engineer

WGC/RLA/ab

25117

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

June 28, 1965

MICHIGAN PUBLIC SERVICE COMM.	
PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. _____	R & S _____
JUL 1 1965	
Adm. _____	_____
File _____	_____

Permit No. ED2-8-5506

Michigan Public Service Commission  
Lansing 13, Michigan

Gentlemen:

I, IVAN W. GAMBLE, SUPERVISOR, RIGHTS OF WAY  
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the  
wire crossing, covered by Wire Crossing Permit No. ED2-8-5506,  
issued 3-31-65, 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  
Supervisor of Rights of Way  
Properties and Rights of Way Dept.

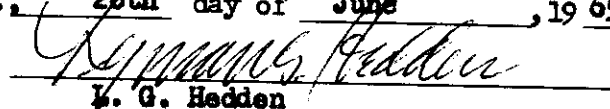
RX No. 3059B

Subscribed and sworn to before me this

Location City of Howell, Howell Twp., 28th day of June, 19 65.

Livingston County

Railroad Ann Arbor



J. G. Hedden  
Notary Public, Oakland  
County, Michigan.

My Commission expires October 15, 1965

Railroad File AA-2261-1

RECORDED RIGHT OF WAY NO. 23117

**THE DETROIT EDISON COMPANY**  
 2000 SECOND AVENUE  
 DETROIT 26, MICHIGAN

**March 30, 1965**

Michigan Public Service Commission  
 Lansing 13, Michigan

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 the City of Howell, N.E. 1/4 of Section 35, Howell Township, T-3N, R-4E, Livingston County, Michigan.

Span B-C

Two #6 WPX - 4800 volt wires, one #0 B - 4800 volt wire, two #6 TBWP street lighting wires, and one 5/16" copper weld guy wire over the tracks of the A.A.R.R. located in Railroad property at a point approximately 175' south of the centerline of Riddle Street, and 410' west of the centerline of Alger Street.

MICHIGAN PUBLIC SERVICE COMMISSION	
TEL. _____	Gas _____
Elec. _____	R & S _____
MAR 31 1965	
Adm. _____	File _____

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. (3-22-65)
- 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. 2-8-4470 dated 7-17-58.
- This is a new crossing.

Reference number of construction drawing is RX-3059 B

Railroad File: AA-2261-1

Yours very truly,

Permit No. ED2-8-5506

Date 3-31-65

By J. M. Hoppe

*I. W. Gamble*

**I. W. Gamble**  
 Supervisor of Rights of Way  
 Properties and Rights of Way Dept.

Check in circle indicates statement applicable.

RECORDED RIGHT OF WAY NO. 23117

# Detroit Toledo and Irononton Railroad Company The Ann Arbor Railroad Company



"WE HAVE THE CONNECTIONS"



13530 MICHIGAN AVENUE, DEARBORN, MICHIGAN

H. W. SEELEY  
CHIEF ENGINEER

C. J. HOLMBERG  
ENGINEER IN CHARGE

March 22, 1965

W. G. CLINTON, SUPERINTENDENT  
SIGNALS AND COMMUNICATIONS

R. F. MOLINE, ENGINEER  
BRIDGES AND BUILDING

File No. AA-2261-1


Michigan Public Service Commission  
Lansing, Michigan

Gentlemen:

The Ann Arbor Railroad Company hereby waives its right of hearing in the matter of the application of The Detroit Edison Company, 2000 Second Ave., of Detroit, Michigan, for the reconstruction of an existing power line crossing over the tracks and right-of-way of the Ann Arbor Railroad Company at a point 175 feet south of Riddle, 410 feet West of Alger Street, City of Howell, Township of Howell in Livingston County, Michigan, at milepost 74+42, valuation station 3927+62.

This Waiver of Hearing is granted on condition that this power line crossing constructed in accordance with The Detroit Edison Company, dated December 1, 1964, Drawing No. RX 3059B and with the rules and regulations of the Michigan Public Service Commission.

Yours truly,

  
H. W. Seeley  
Chief Engineer

WGC/RLA/ab

cc: The Detroit Edison Company  
2000 Second Ave.  
Detroit, Michigan  
Attention: Mr. I. W. Gamble  
Supervisor of Rights of Way

RECORDED RIGHT OF WAY NO.

23117

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO: Mr. Howard W. Seeley, Chief Engineer  
The Ann Arbor Railroad Company  
13530 Michigan Avenue  
Dearborn, Michigan 48121

December 14, 1964

We hereby ~~notify you~~ request permission for facilities over your tracks and right of way as follows:

Proposed Crossing To Consist Of: **Two #6 WPX 4800 volt wires, one #0 B 4800 volt wires, two #6 TBWP street lighting wires, and one 5/16 inch copperweld guy wire (Span B-C).**

Specific Location **In Railroad property at a point approximately 175 feet south of the center line of Riddle Street and 410 feet west of the center line of Alger Street.**

R. R. Valuation Station 3927+62 R. R. Mile Post 74+42

City/~~village~~ Howell Township Howell (Northeast 1/4 of Section 35)

County Livingston Detroit Edison Plan Attached RX-3059B

This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date 1-15-55 (R. R. Plan) 11-5-54

Letter Rider dated 7-23-58. Previous Railroad File No. 1219.513

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested In Duplicate  
(Waiver of Hearing to be mailed to applicant listed below)

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

I. W. Gamble  
I. W. Gamble, Supervisor of Rights of Way  
Properties and Rights of Way Department

RECORDED RIGHT OF WAY NO. 23117

INTERDEPARTMENT CORRESPONDENCE

April 21, 1965

TO RECORDS CENTER:

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

The Ann Arbor Railroad Company

Facilities Covered:

Two #6 WPX 4800 volt wires, one #0 B 4800 volt wires, two #6 TBWP street lighting wires, and one 5/16 inch copperweld guy wire (Span B-C).

Specific Location:

In Railroad property at a point approximately 175 feet south of the center line of Riddle Street and 410 feet west of the center line of Alger Street.

R.R. Valuation Station 3927+62 Mile Post 74+42

City/~~Village~~ Howell Township Howell (Northeast 1/4 of Section 35)

County Livingston Detroit Edison Plan No. RX-3059B

Agreement/~~Permit~~ Date April 16, 1965 R.R. Plan No. \_\_\_\_\_

Preparation Fee \$50.00 Annual Rental \$50.00  
1-15-55 and

Supersedes and Cancels Agreement dated letter rider R/W No. 16754  
7-23-58

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.

GEN'L. A. DEPT.
ENTERED - <del>CANCELLED</del>
CONTRACT BOOK NO. <u>23117</u>
DATE <u>5-18-65</u>
BY <u>Douglas S. Wade</u>
CHECKED BY <u>[Signature]</u>

APR 28 1965

IGH/gd  
Attach.

[Signature]  
I. W. Gamble, Supervisor of Rights of Way  
Properties and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 23117

THE ANN ARBOR RAILROAD COMPANY

PIPE LINE, DRAIN AND WIRE LINE AGREEMENT

AA 2261-1

THIS AGREEMENT, made this SIXTEENTH day of APRIL, 19 65, by and between THE ANN ARBOR RAILROAD COMPANY a Michigan corporation, hereinafter called "Railroad Company" and THE DETROIT EDISON COMPANY hereinafter called "Licensee",

WITNESSETH, that the Railroad Company for and in consideration of the sum of Fifty and No/100 Dollars (\$ 50.00 ) to be paid by Licensee, ~~the receipt of which is hereby acknowledged,~~ and the payment of the additional sum of Fifty and No/100 Dollars (\$ 50.00 ) on the First day of April each Year, during the term of this agreement, commencing April 1, 1965 hereby licenses and permits, but without warranty, the Licensee, upon condition that the Licensee faithfully keep and perform the covenants and agreements herein provided to be kept and performed by the Licensee, and not otherwise, to construct, maintain, use, operate and remove a 4800 volt power line line with necessary appurtenances and attachments, for the transmission or transportation of Electrical Energy, all of which is hereinafter referred to as the "Facility" upon and across its land and across its tracks and structures in or near the City of Howell 175 feet south of Riddle St., 410 feet west of Alger Street of Livingston County in the State of Michigan being at Valuation Survey Station 3927+62, Mile 74+42 at the point and in the location shown upon the print of Detroit Edison Company RX-3059B dated December 1, 1964 attached hereto and made a part hereof, for the purpose of Transmitting Electrical Energy, upon the following terms and conditions:

RECORDED IN BOOK NO. 23117

1. Before any work is performed by the Licensee on the Railroad Company's property, the Licensee shall submit to and obtain the written approval of the Railroad Company's Chief Engineer, of plans and specifications of the Facility to be located on the Railroad Company's property and the Facility shall be constructed in accordance with such plans and specifications.

2. The Railroad Company may check said plans and specifications and employ inspectors, watchmen and flagmen for the proper and safe protection of the property, traffic and business of the Railroad Company and, at its election, do all or any part of the work within the exterior lines of its lands in connection with or necessary for the construction, repair, renewal, maintenance, change, modification, removal or use of the Facility and Licensee agrees to reimburse the Railroad Company the cost thereof promptly upon presentation of bills therefor. All work done by the Licensee, (including its contractors, agents and servants) pursuant to this agreement, shall be performed at such time or times, in such manner and under such conditions as shall be satisfactory to and approved by the Chief Engineer of the Railroad Company and at the sole risk and expense of the Licensee. The Facility shall be constructed, maintained and operated by the Licensee so as not in any way, in the judgment of the Railroad Company, to interfere with the proper and safe operation, use and enjoyment of the property and railroad of the Railroad Company. In every case, as soon as the actual installation of the Facility has been completed to the satisfaction and approval of the Chief Engineer of the Railroad Company, the Licensee shall restore the premises of the Railroad Company to the same or as good conditions as they were prior to the commencement of work on the Facility.

3. If, at any time or times hereafter, the Railroad Company shall desire to make any changes in its tracks, structures, roadbed or other appurtenances of its railroad, or construct new appurtenances thereto, or use or permit the use of its lands for railroad or industrial or business purposes, at the location crossed or in any way affected by the Facility, then the Licensee shall, at its own cost and expense, upon thirty (30) days notice in writing to that effect from the Railroad Company, make such changes in the location or construction of the Facility as, in the judgment of the Chief Engineer of the Railroad Company, may be necessary to accommodate any future use, construction, improvements or changes on the lands of the Railroad Company.

4. No addition, change or modification of the Facility or change in the purpose of its use shall be made without first obtaining the written consent of the Railroad Company and, in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission, apply to and cover the same with the same effect as if such addition, change or modification had been incorporated in this agreement.

5. If, at any time during the continuance of this agreement, the Licensee shall remove, abandon or discontinue the use of the Facility, this agreement and all rights hereby conferred upon the Licensee shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other action on the part of either party.

6. Upon the termination of this agreement in any manner, the Licensee shall, unless released therefrom in writing by the Chief Engineer of the Railroad Company, within thirty (30) days, actually remove or cause to be removed, all of the Facility from and restore the premises of the Railroad Company. If the Licensee fails within said thirty (30) days to remove the Facility, the Railroad Company may forthwith remove the same at the risk and expense of the Licensee and without being in any manner liable to the Licensee for such removal and the Licensee shall reimburse the Railroad Company the cost thereof promptly upon the presentation of bills therefor.

7. The Licensee shall obtain in advance all licenses and permits required by law and shall comply with all laws, rules, ordinances and regulations, promulgated by lawful authorities having jurisdiction in the matter, applicable to the construction, maintenance or use of the Facility and agrees to indemnify and save harmless the Railroad Company against all expense, fines, penalties, costs and judgments imposed upon or suffered by the Railroad Company for failure to do so.



8. In the construction, use, renewal, maintenance, changing or modification of the Facility, or any part thereof, the Licensee shall comply with all clearances for railroad tracks established by law and clearance standards of the Railroad Company and agrees to indemnify and save harmless the Railroad Company against all expenses, costs, judgments and liability imposed or suffered by the Railroad Company for failure to do so.

9. The Licensee agrees to indemnify and save harmless the Railroad Company from and against all liabilities, expenses, judgments, claims and costs for loss of or damage to its property and property of its agents, servants, contractors and invitees and injury to or death of its agents, servants, contractors and invitees while on the property of the Railroad Company in connection with the performance of the work contemplated in this agreement, except when such loss of or damage to property or injury to or death of persons is caused by the sole negligence of the Railroad Company, or its agents, servants and employees.

10. The Licensee agrees to indemnify and save harmless the Railroad Company from and against all liability, expense, judgments and costs for loss of or damage to property or injury to or death of persons caused by or growing out of the presence or use of the Facility, or the presence and use of contents thereof upon the premises of the Railroad Company.

11. This agreement shall not be transferred or assigned by the Licensee without first obtaining the written consent of the Railroad Company.

12. This agreement may be terminated at any time by the Licensee giving the Railroad Company thirty (30) days advance written notice to that effect.

This agreement when signed supersedes and cancels agreement #2261.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Witnesses:

R L Alder  
Adeline Boudreau

ANN ARBOR RAILROAD COMPANY

BY H. W. Seeley CHIEF ENGINEER

Witnesses:

H. K. Kraler  
J. W. Krambe

THE DETROIT EDISON COMPANY

BY A. L. Kasameyer  
TITLE \_\_\_\_\_

A. L. KASAMEYER, DIRECTOR  
\*PROPERTIES AND RIGHTS-OF-WAY DEPARTMENT

WSE

23117

