

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 23292

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 QUARTERMILEE OF LAKELAND	10672	15
	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 843FTNWOFSTRAWBERRY LAKERD WOF HALL	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	06/18/58	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	18
	0003118	HOWELL	BA2817	08/17/65	OCCPT	1	SEC 26 750FT N OF RIDDLE	23290	6
	0003253	HOWELL	BA2821	04/28/67	3858	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	80
	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

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 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 80 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 23292

INTERDEPARTMENT CORRESPONDENCE

August 23, 1965

TO RECORDS CENTER:

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

The Ann Arbor Railroad Company

Facilities Covered: Overhead lines

Specific Location: On the Railroad Company's right of way at a point north of Whitmore Lake Road.

R.R. Valuation Station 3005 + 67 Mile Post 56.4

City/Village \_\_\_\_\_ Township Northfield

County Washtenaw Detroit Edison Plan No. A-799  
Used De co. Plan A-799

Agreement/~~Permit~~ Date August 17, 1965 R.R. Plan No. Lease No. AA-3117

Preparation Fee \$25.00 Annual Rental \$12.00

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.

REFERRED AND  
SEP 15 1965 GJS  
WWS/jjt

GEN'L. ACCTG. DEPT.  
ENTERED - CANCELLED  
CONTRACT BOOK NO. 33212  
DATE 9-17-65  
BY [Signature]  
CHECKED BY [Signature]

RECORDS CENTER  
RECEIVED SEP 9 1965  
TICKLER MADE  
CLASSIFIED  
I. W. Gamble  
Supervisor of Rights of Way  
Properties and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 23292

THE ANN ARBOR RAILROAD COMPANY

PIPE LINE, DRAIN AND WIRE LINE AGREEMENT

THIS AGREEMENT, made this 17th day of August, 1965, 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 Twenty-Five and - - - - - no/100 Dollars (\$ 25.00 ) to be paid by Licensee, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ and the payment of the additional sum of Twelve and no/100 Dollars (\$ 12.00 ) on the First day of September each year, during the term of this agreement, commencing September 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 ~~X~~ one pole, two anchors and two guy wires ~~HERE~~ with necessary appurtenances and attachments, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, all of which is hereinafter referred to as the "Facility" upon ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ its land ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ north of Whitmore Lake Road, Northfield Township of Washtenaw County in the State of Michigan being at Valuation Survey Station 3005 + 57, Mile 56.4 at the point and in the location shown upon the print of Licensee drawing # A-799, dated 7-2-65

attached hereto and made a part hereof, for the purpose of Guying a 13.2 KV Power line, upon the following terms and conditions:

RECORDED RIGHT OF WAY NO. 23292

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

2. The 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 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 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 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 Company, to interfere with the proper and safe operation, use and enjoyment of the property and railroad of the 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 Company, the Licensee shall restore the premises of the 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 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 ninety (90) days notice in writing to that effect from the Company, make such changes in the location or construction of the Facility as, in the judgment of the Chief Engineer of the Company, may be necessary to accommodate any future use, construction, improvements or changes on the lands of the 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 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 there from in writing by the Chief Engineer of the Company, within thirty (30) days, actually remove or cause to be removed, all of the Facility from and restore the premises of the Company. If the Licensee fails within said thirty (30) days to remove the Facility, the 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 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 Company against all expense, fines, penalties, costs and harmless imposed upon or suffered by the 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.

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

Witnesses:

[Signature]  
[Signature]

THE ANN ARBOR RAILROAD COMPANY

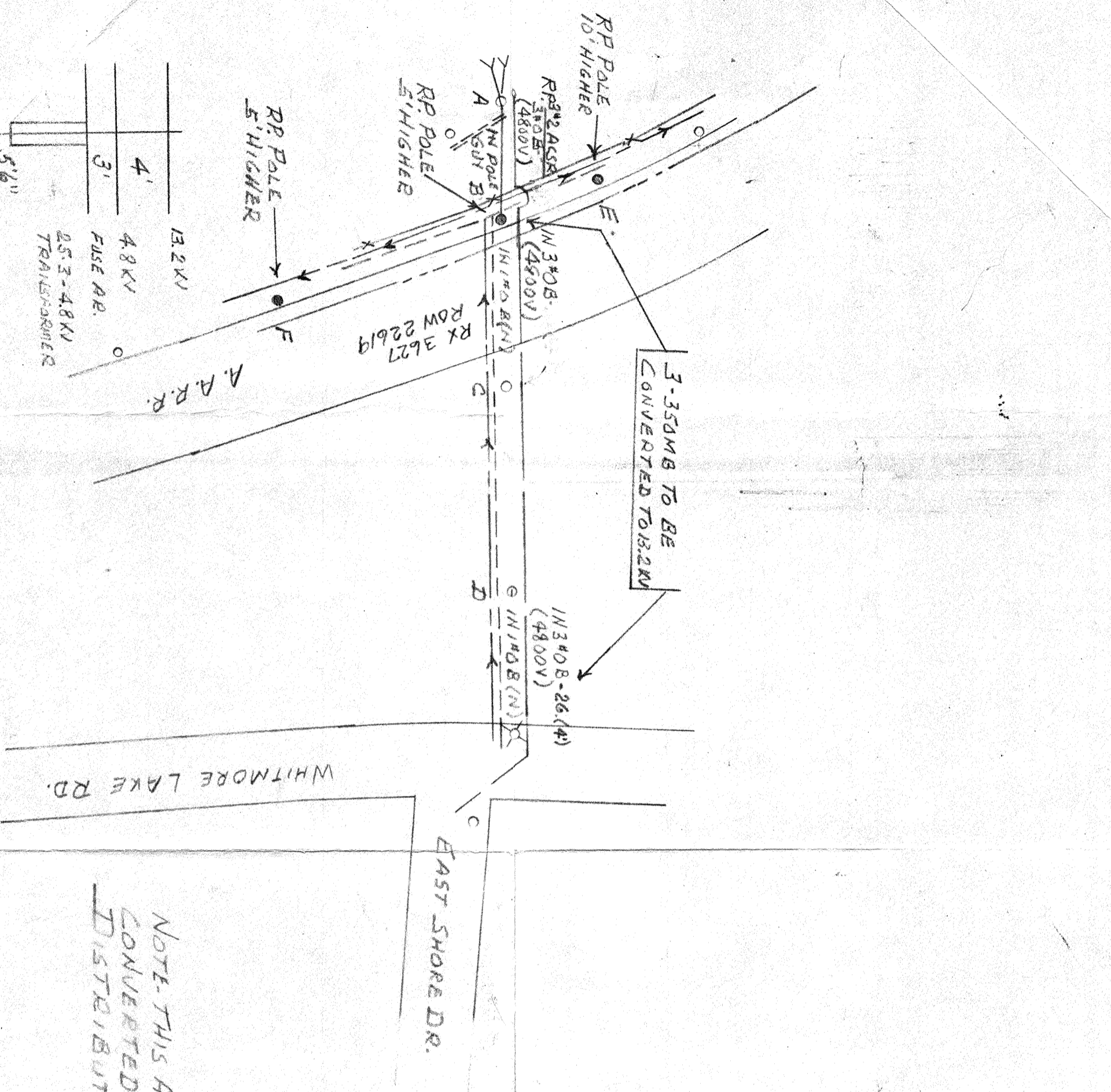
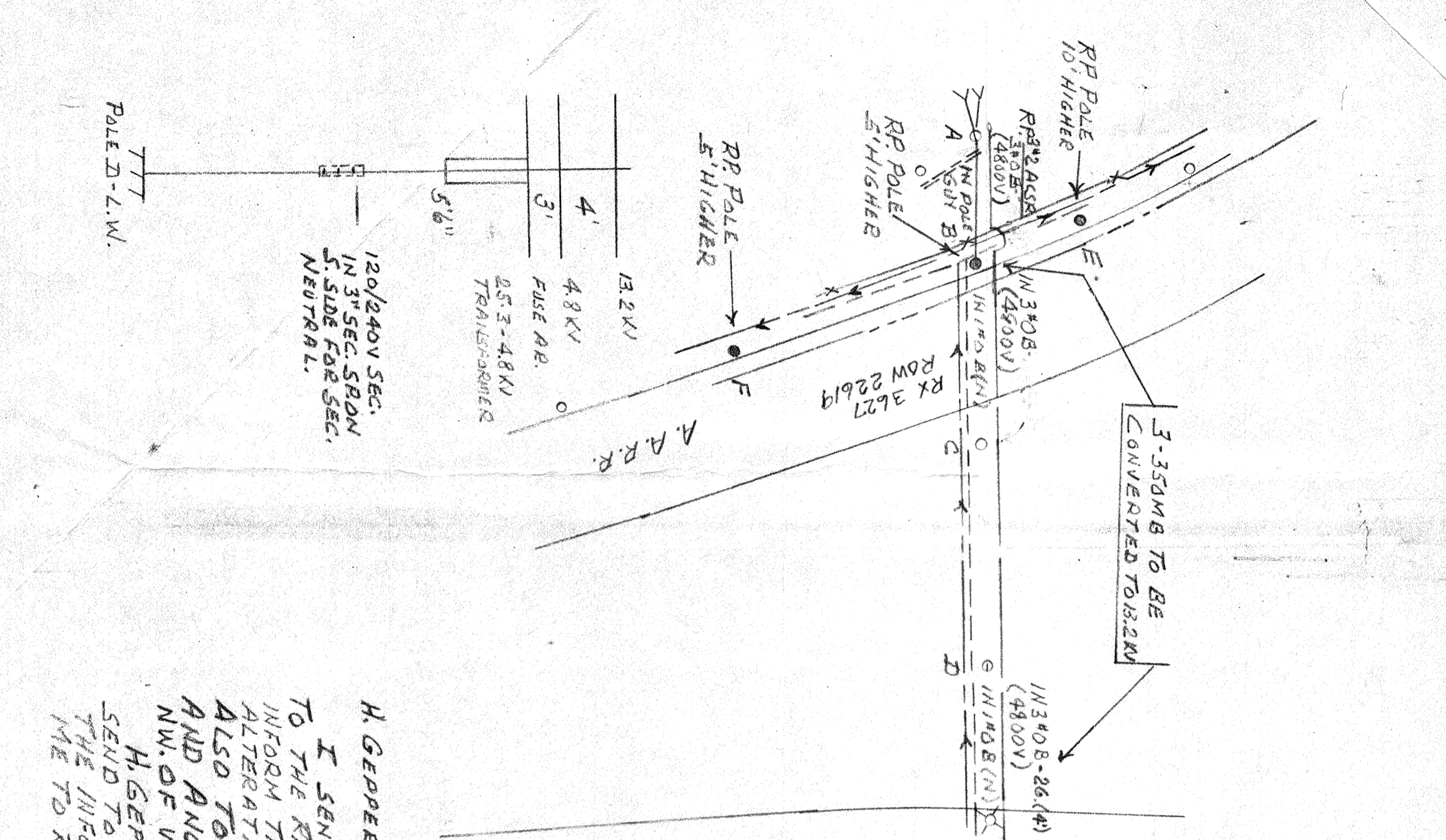
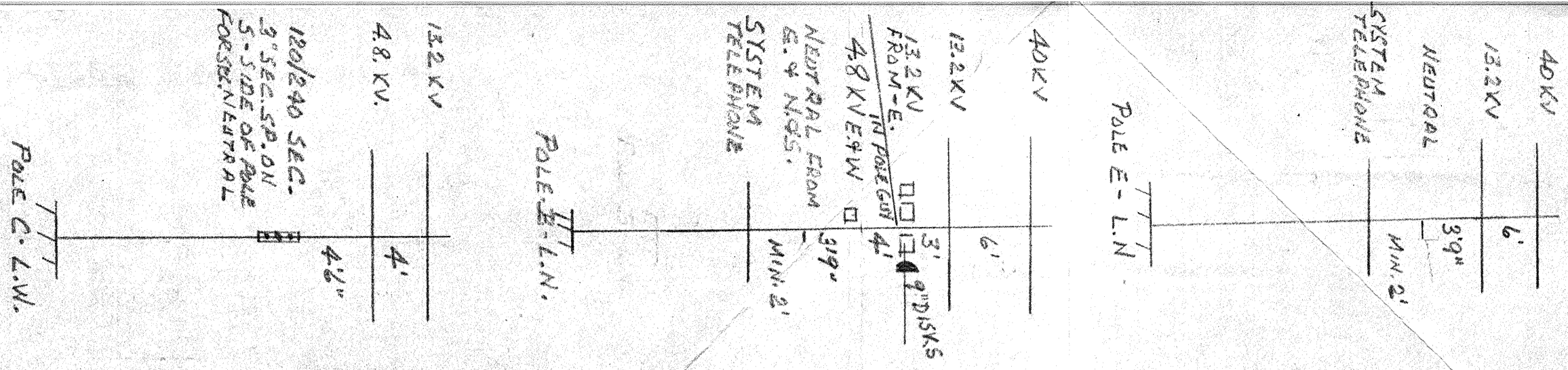
BY [Signature]  
ASSISTANT VICE PRESIDENT -CHIEF ENGINEER

Witnesses:

[Signature]  
[Signature]

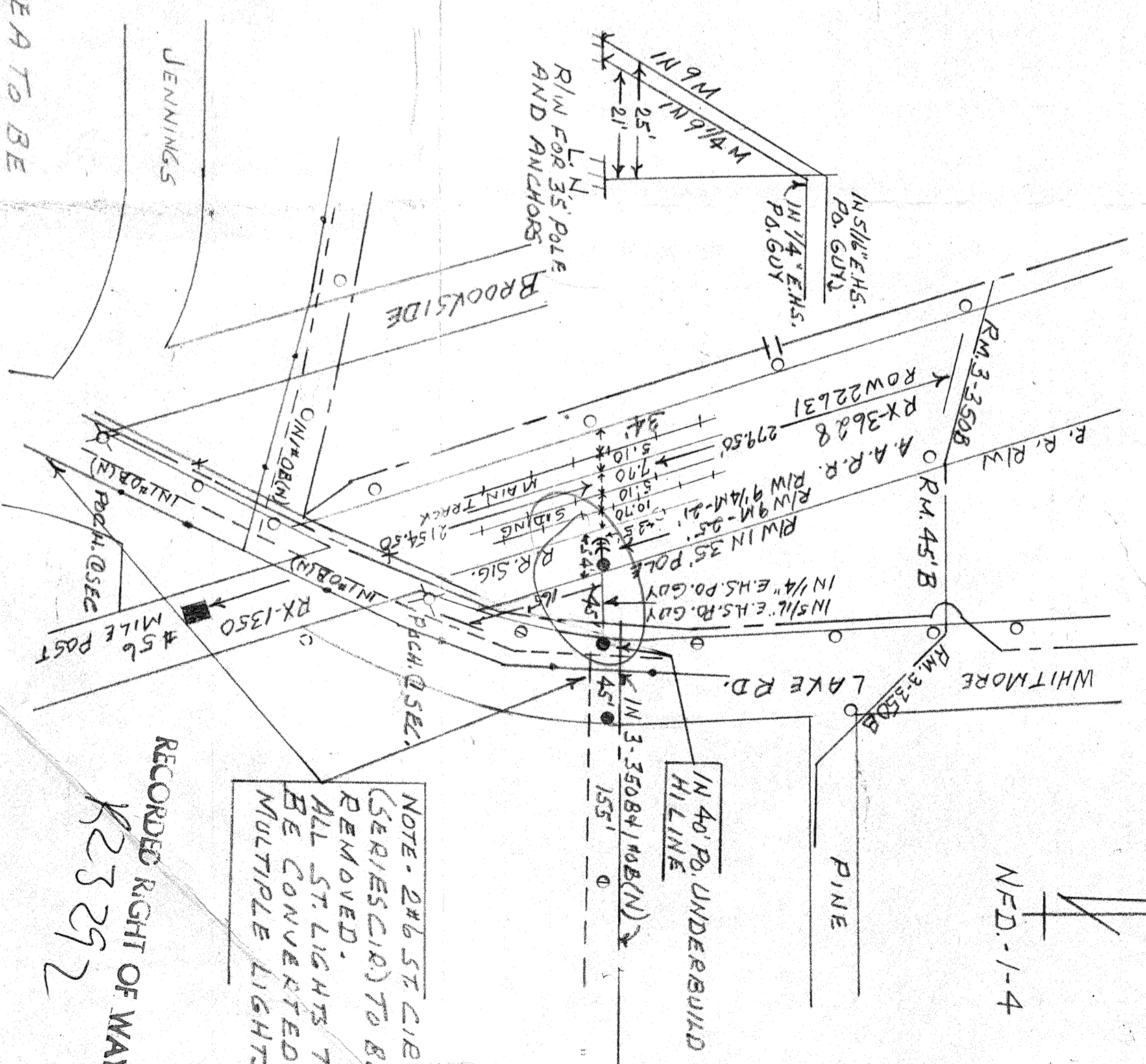
BY [Signature]  
A. L. KASAMEYER, DIRECTOR  
TITLE PROPERTIES AND RIGHTS-OF-WAY DEPARTMENT

RECORDED  
INDEXED  
MAY 1964  
23292



NOTE: THIS AREA TO BE CONVERTED TO 13.2KV DISTRIBUTION

**H. GERBERT,**  
I SENT COPIES OF THIS SKETCH TO THE RIV DEPT IN DETROIT TO INFORM THE A.A.R.R. OF ADDITIONAL ALTERATIONS TO LINES ON RX 3627, ALSO TO SECURE R/W FOR POLE AND ANCHOR GUY S ON A.A.R.R. NW. OF WHITMORE LAKE RD.  
H. GERBERT, WILL YOU PLEASE SEND TO ME AS SOON AS YOU CAN THE INFORMATION NEEDED FOR ME TO REBUILD RX 3627.  
THANK YOU,  
H. GERBERT



NED-1-4

LEGEND	
○	FOREIGN POLE
○	EXIST D.E. CO. POLE
○	PROPOSED POLE
○	EXIST ANCHOR
○	PROPOSED ANCHOR
○	TREE
○	120/240 VOLT LINE
○	4800 VOLT LINE
○	13,200 VOLT LINE
○	24,000 VOLT LINE
○	40,000 VOLT LINE

Report of Real Estate and Rights of Way Department  
R/W secured as indicated on this sketch by \_\_\_\_\_

Permits in Gen Files: \_\_\_\_\_ R/W Files: \_\_\_\_\_ To MBT: \_\_\_\_\_  
No. of Permits: \_\_\_\_\_ Permits To O. H. I.: \_\_\_\_\_ No. of Miles: \_\_\_\_\_  
Date: \_\_\_\_\_ Dist. Fieldman: \_\_\_\_\_  
Date Wanted: \_\_\_\_\_