

**Detroit
Edison**

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

September 1, 1995

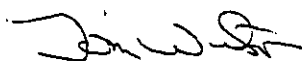
Mr. Ronald W. Adams
Railroad Real Estate
Michigan Department of Transportation
3rd Floor, N. Ottawa Tower
425 West Ottawa
P.O. Box 30050
Lansing, Michigan 48909

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

23312

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 257FTOFMP660NEMILESOFCHILSON	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 303FTS OF MP51	10727	5
	0000964	HAMBURG	BA9989	12/01/39	1566	1	SEC 05 HAMBURG RD AND ANNARBOR DEAST OF 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 843FTN W OF STRAWBERRY LAKERD W OF HALL	29709	75
	0001163	GENOA	BA9136	03/03/42	OCCPT	3	SEC 6 S OF GRAND RIVER BETCHILSON AND HOWELL	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 OF NORTHFIELD CHURCH RDS 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 485FT STRAVERS & 347FT W NIXON RD	17607	15
	0002459	HAMBURG	BA2803	05/13/57	OCCPT	3	SEC 22 VIC DRESS RD PETTY RD GIRARDDR, 4RX'S	18730	60
	0002562	NORTHFIELD	BA2805	04/20/65	3384A	1	SEC 6 1725FTS F 8 MI 550FT W 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 ESHORE DR 480FT W WHITMORE LAKE	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	3858	1	SEC 14 250FT S OF BARRON	24393	20
	0003254	HOWELL	BA2822	04/28/67	1489C	1	SEC 11 75FTS MARRD 1300FT W 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 OF NORTHFIELD CHURCH 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 1300FT W WHITMORE	25484	50
	0003399	ANN ARBOR	BA2829	03/19/69	875B	1	SEC 16 40FTS DHU VARREN 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 100FT W 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

23312 RECORDED RIGHT OF WAY

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

*changed
 9-1-95*

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

*TOTAL RR_CODE 01

4980

RECORDED RIGHT OF WAY 23312

CORPORATE REAL ESTATE SERVICES

Project No.: XA5144
Location Project No.: BA2813
R/W No.: RX3627B

Date: March 31, 1994
To: Ava D. Thrower
Records Center
From: Tom Wilson *TW*
Subject: Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated February 21, 1994, to The Michigan Department of Transportation and Tuscola and Saginaw Bay Railroad, about the above mentioned crossing in the NW 1/4 of Section 5, in the Village of Whitmore Lake, Northfield Township, Washtenaw County, Michigan.

Ann Arbor Division, is hereby notified to revise the crossing as requested. **Note: All construction work associated with aerial crossings of railroad tracks requires that you notify the operating railroad as to the actual date of construction, in advance of any work.**

Please incorporate these papers into Record Center File No. 23312.

Attachments

cc: Ray Freed

RECORDED RIGHT OF WAY NO. 23312



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

February 21, 1994

Mr. R. L. Anderson
Superintendent of Railroad Real Estate
Michigan Department of Transportation
P. O. Box 30050
Lansing, Michigan 48909

Re: Wire Crossing Notification

Dear Mr. Anderson:

This letter is your notice of the planned re-construction of an overhead wire crossing over your railroad tracks and land, by The Detroit Edison Company, in the NW 1/4 of Section 5, Village of Whitmore Lake, Northfield Township, Washtenaw County, Michigan, as described on the enclosed drawings and information forms.

1. Location: 20 feet north of the extended center line of East Shore Drive and 480 feet west of the center line of Whitmore Lake Road.
2. Detroit Edison Project and Crossing Nos.:BA2813, RX3627B
3. This is a reconstruction of an existing crossing (Previous Permit No. 2948/Agreement date: August 31, 1965. Information on this crossing is retained in Edison ROW File No. 23312.
4. Please indicate your:
 - R.R. Valuation Station No. _____
 - R.R. Mile Post No. _____
 - Will a Flagman or Inspection be required? _____

All construction will be done in accordance with specification of the Michigan Public Service Commission and all applicable codes and laws.

Michigan law requires you to respond within 30 calendar days of the receipt of this notification. In the event you do not respond within 45 days of the receipt of this letter, our crews will be instructed to begin work.

Please contact me on (313)237-8314 if you have any questions.

Sincerely,

Thomas Wilson
Real Estate Associate
Room 2310 WCB

cc: Ray Freed
Ray Robinson (Tuscola and Saginaw Bay Railroad)
Attachments

Certified Mail
Return Receipt Requested

RECORDED RIGHT OF WAY NO. 23312

Railroad Name: **MDOT ANN ARBOR RAILROAD** Department Order: _____

Row No. (Information on existing rights of way available from Record Center): **23312** New or existing RX No.: **3627 B** Encroachment (Length in Feet): _____

Location City/Township(s): **NORTHFIELD TWP.** Town(s): **T-1** Range(s): **R-6 E** County(s): **WASHTENAW** 1/4 Section(s): **NW** Section(s): **5**

Location Description of Encroachment: **APPROX. 20' N. OF E. SHORE DR. EXTENDED $\frac{1}{2}$ 480' W. OF $\frac{1}{4}$ OF WHITMORE LAKE RD**

Check appropriate box: Crosses tracks within the public road right-of-way Crosses railroad land Is longitudinally on or over railroad land, Provides service to the railroad

Facility Data (also detailed on attached drawing)

Nature of required tree rights _____

Existing State Permit No. _____ Date _____ Railroad Mile Post (Number) _____ Distance to Crossing from Mile Post (in feet) _____ Ft.

Type of Structure: **Existing** Wood Steel **Proposed** Wood Steel

Conductors				Poles				Cross-Arms	Conductors				Poles				Cross-Arms
Span.	No./Size	Kind	Voltage	Loc.	Height	Class	Size		Span.	No./Size	Kind	Voltage	Loc.	Height	Class	Size	
BC	3-350	B	13200	B	60	2	96		BC	3-350	B	13,200	B	60	2	96	
BC	3-0	B	4800	C	45	2	96		BC	3-0	B	13,200	C	45	2	96	
BC	1-0	B	NEUT						BC	1-0	B	NEUT					

Explanation of Line Changes (continue on separate sheet if necessary): **EXISTING 3 # 0, B 4800 VOLT CONDUCTORS TO BE CONVERTED TO 13,200 VOLTS.**

CROSSING HEIGHT OF WAY NO. 23312

Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing)	From Top of Rail to Final Sag	29.0 Ft.
	From Detroit Edison wire to Railroad Communication or Signal Lines	Ft.

* Materials and clearances shall be as noted in the current revision of Detroit Edison's Overhead Lines Construction Standards Manual at Railroad Crossings. Due to field conditions actual dimension may vary from those indicated.

Designed By: **RAY FREED** Date: _____ Checked By: _____ Date: _____
 Company Location: **214 AADHQ** Phone No.: **761-4801**



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

February 21, 1994

Mr. Ray Robinson
Chief Engineer
Tuscola and Saginaw Bay Railroad
P. O. Box 550
Owosso, Michigan 48867

Re: Wire Crossing Notification

Dear Mr. Robinson:


This letter is your notice of the planned re-construction of an overhead wire crossing over your railroad tracks and land, by The Detroit Edison Company, in the NW 1/4 of Section 5, Village of Whitmore Lake, Northfield Township, Washtenaw County, Michigan, as described on the enclosed drawings and information forms.

1. Location: 20 feet north of the extended center line of East Shore Drive and 480 feet west of the center line of Whitmore Lake Road.
2. Detroit Edison Project and Crossing Nos.:BA2813, RX3627B
3. This is a reconstruction of an existing crossing (Previous Permit No. 2948/Agreement date: August 31, 1965. Information on this crossing is retained in Edison ROW File No. 23312.
4. Please indicate your:
 - R.R. Valuation Station No. _____
 - R.R. Mile Post No. _____
 - Will a Flagman or Inspection be required? _____

All construction will be done in accordance with specification of the Michigan Public Service Commission and all applicable codes and laws.

Michigan law requires you to respond within 30 calendar days of the receipt of this notification. In the event you do not respond within 45 days of the receipt of this letter, our crews will be instructed to begin work.

Please contact me on (313)237-8314 if you have any questions.

Sincerely,


Thomas Wilson
Real Estate Associate
Room 2310 WCB

cc: R. L. Anderson (MDOT)
Ray Freed
Attachments

Certified Mail
Return Receipt Requested

RECORDED RIGHT OF WAY NO. 23312

PROPOSED LINE CROSSING OVER ANN ARBOR R. R. EXISTING PERMIT NUMBER ED2-B-5236
 IN RAILROAD PROP. APPROX. 20' N. OF E. SHORE DR. APPROX. 480' W. OF THE WEST LIMIT.
EXTENDED 480' W. OF E. OF WHITMORE LAKE RD. OF THE VILLAGE OF WHITMORE CK.
 SECTION 5 - NW 1/4 TOWNSHIP NORTHFIELD (1-4) T 15 R 6E COUNTY WASHTENAW

NOTES

MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1955.

ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH

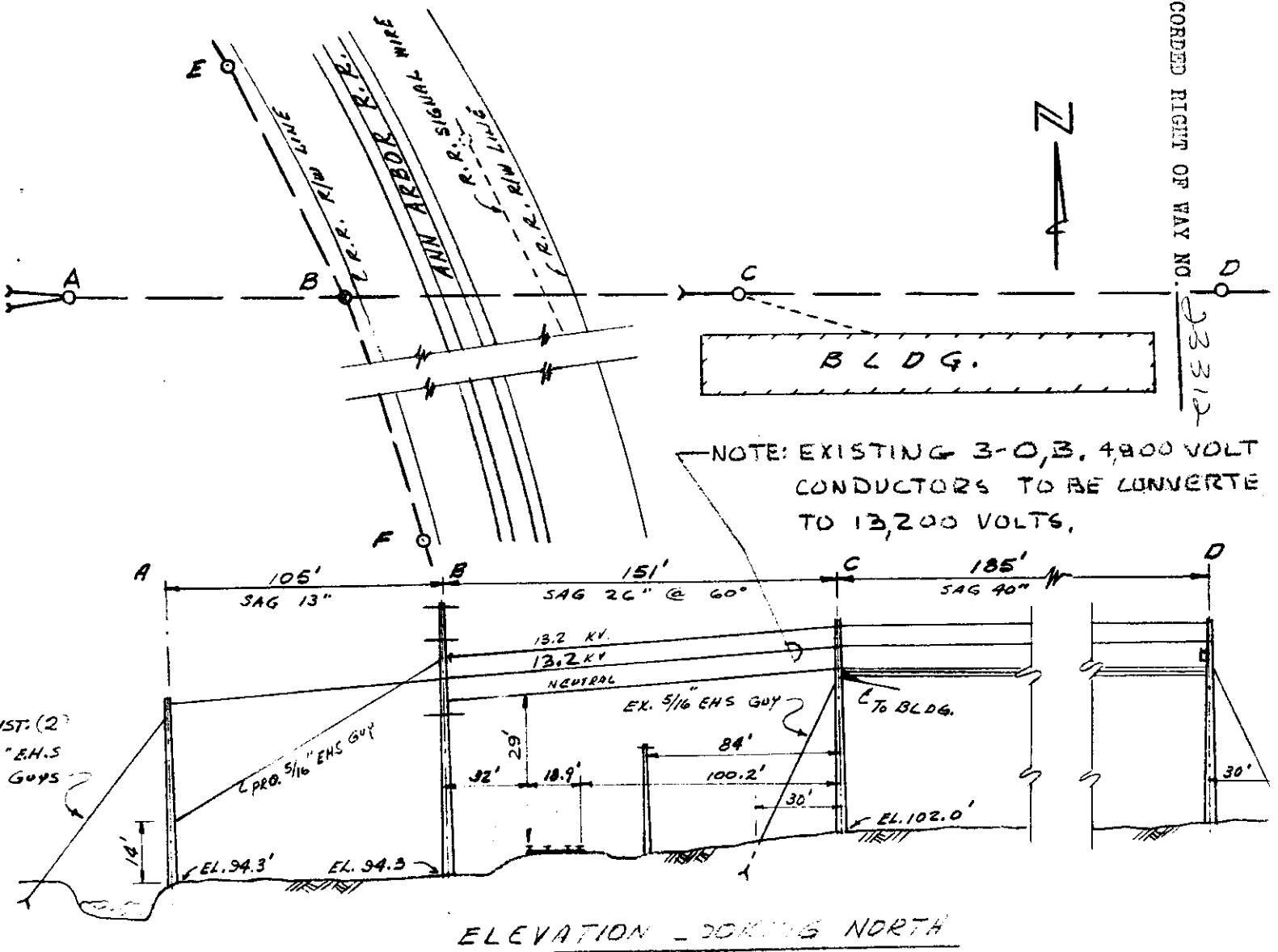
MINIMUM CLEARANCES

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

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
EXISTING SPAN B-C				A	40	4	WOOD
3	350M	B	13,200	B	60	2	"
3	#0	B	4800	C	45	2	"
1	#0	B	NEUTRAL	D	45	4	"
				E	45	4	"
				F	45	4	"

DESIGNED BY RAY FREED GENERAL ENGINEERING DEPT. DATE 2/10/94
 ESTIMATOR _____ OVERHEAD LINES DEPT. ANN ARBOR U/I

DE FORM SE 32	10-54 X	LOWEST WIRE OVER R.R. TRACKS	STRINGING SAG AT 60°	HEIGHT OF LOWEST WIRE OVER TRACKS	HEIGHT OF LOWEST WIRE OVER R.R. SIGNAL WIRE
SPAN	SPAN LENGTH				
B-C	151'	#0 B - NEUTRAL	26"	28.0'	8.0'



Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
Mr. R. L. Anderson
Supr. of Real Estate
17007
P.O. Box 30026
Lansing, MI 48909
Post Office Box 30026
Lansing, Michigan 48909

5. Signature (Addressee)
[Signature]

6. Signature (Agent)
[Signature]

4a. Article Number
710 755 936

4b. Service Type
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

7. Date of Delivery

8. Addressee's Address (Only if requested and fee is paid)

Thank you for using Return Receipt Service.

P 710 755 936



Certified Mail Receipt
 No Insurance Coverage Provided
 Do not use for International Mail
 (See Reverse)

Sent to *Mr. R. L. Anderson*
Supr. of Real Estate
17007

Street & No.
P.O. Box 30026

P.O., State & ZIP Code
Lansing MI 48909

Postage \$

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered

Return Receipt Showing to Whom, Date, & Address of Delivery

TOTAL Postage & Fees \$

Postmark or Date

PS Form 3800, June 1990

RECORDED RIGHT OF WAY NO. 23312

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- Addressee's Address
- Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 Mr. Ray Robinson
 Chief Engr.
 Tuscola & Saginaw Bay
 P.O. Box 550
 Owosso, MI 48867

4a. Article Number
 P 710 755 935

4b. Service Type
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

7. Date of Delivery
 02-24-94

8. Addressee's Address (Only if requested and fee is paid)

5. Signature (Addressee)
 [Signature]

6. Signature (Agent)
 [Signature]

PS Form 3811, December 1991 ☆ U.S.G.P.O. : 1992-307-530 **DOMESTIC RETURN RECEIPT**

Thank you for using Return Receipt Service.

P 710 755 935



Certified Mail Receipt

No Insurance Coverage Provided
 Do not use for International Mail
 (See Reverse)

Sent to Mr. Ray Robinson	
Tuscola & Saginaw Bay Rd	
Street & No.	
P.O. Box 550	
P.O., State & ZIP Code	
Owosso, MI 48867	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Address of Delivery	
TOTAL Postage & Fees	\$
Postmark or Date	2/21/94

PS Form 3800, June 1990

RECORDED RIGHT OF WAY NO. 23312

INTERDEPARTMENT CORRESPONDENCE

September 16, 1965

TO RECORDS CENTER:

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

The Ann Arbor Railroad Company

Facilities Covered: Span B-C - Three #350 M-B - 13,200 volt wires, three #0 B
480 volt wires and one #0 B neutral wire

Specific Location: On Railroad property at a point approximately 20 feet North
of the extended center line of East Shore Drive and 480 feet
West of the center line of Whitmore Lake Road, approximately
480 feet West of the West limits of the Village of Whitmore
Lake.

R.R. Valuation Station 2988 + 84 Mile Post 56.60
City/Village _____ Township Northfield, NW 1/4 of Section 5
County Washtenaw Detroit Edison Plan No. RX-3627A
Agreement/~~Permit~~ Date August 31, 1965 R.R. Plan No. Used DECo plan
Preparation Fee \$50.00 Annual Rental Commencing 9-1-65 \$50.00
Supersedes and Cancels Agreement dated February 4, 1964 R/W No. 22619

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 TO
SEP 29 1965 GJS
WWS:jft

GEN'L. ACCTG. DEPT.
ENTERED _____
CONTRACT BOOK NO. 2332
DATE 9-16-65
BY 1-4
CHECKED BY [Signature]

RECORDS CENTER
RECEIVED SEP 27 1965
CLASSIFIED
I. W. Gamble, Supervisor of Rights of Way
Properties and Rights of Way Department

RECORDED RIGHT OF WAY NO. 23312

THE ANN ARBOR RAILROAD COMPANY

PIPE LINE, DRAIN AND WIRE LINE AGREEMENT

THIS AGREEMENT, made this 31st day of August, 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 September each year, during the term of this agreement, commencing September 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 13,200 Volt Power 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 Village of Whitmore Lake of Washtenaw County in the State of Michigan being at Valuation Survey Station 2988 + 84, Mile 56.60 at the point and in the location shown upon the print of Licensee No. 3627A, dated July 14, 1965 attached hereto and made a part hereof, for the purpose of transmitting Electrical Energy, upon the following terms and conditions:

RECORDED RIGHT OF WAY NO. 23312

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.

RECORDED COPY OF FILE NO. 23312

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.

13. This agreement when signed supersedes and cancels any existing agreement.

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

Witnesses:

Gloria A. Budreau
R. L. Alder

THE ANN ARBOR RAILROAD COMPANY *10/30*

BY *[Signature]*
ASSISTANT VICE PRESIDENT-CHIEF ENGINEER

Witnesses:

[Signature]
[Signature]

THE DETROIT EDISON COMPANY

BY *[Signature]*
A. L. Kasameyer
TITLE Director
Properties and Rights of Way Dept.

23312

March 17, 1966

Permit No. ED2-8-5614

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, ROBERT LAUBENWAYER, LINE DESIGN SUPERVISOR

of The Detroit Edison Company, Detroit, Michigan, hereby certify that the wire crossing, covered by Wire Crossing Permit No. ED2-8-5614, issued 9-21-65, 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,

R. H. Laubengayer

MICHIGAN PUBLIC SERVICE COMM.	
PUBLIC UTILITIES DIVISION	
TEL. _____	Gas _____
ENG. _____	R & S. _____
MAR 18 1966	
Adm. _____	_____
File _____	_____

RX No. 3627A

Location Village of Whitmore Lake,

Northfield Twp., Washtenaw County

Railroad Ann Arbor

Subscribed and sworn to before me this
17th day of March, 1966.

W. W. Sutherland

Notary Public, Wayne
County, Michigan.

My Commission expires April 12, 1969

233/2

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

August 23, 1965

Railroad File No. AA 2948-1

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

Dear Mr. Sealey:

We are returning agreement/~~permits~~ in duplicate, covering our facilities over your tracks and/~~or~~ right of way as shown on our Plan RX-3627A (Span B-C), and located as follows:

At a point North of East Shore Drive and West of Whitmore Lake Road, West of the Village of Whitmore Lake, Railroad Valuation Station 2988 + 84,

City/Village _____ Township, Northfield, NW 1/4 Sec. 5,

County Washtenaw. The agreement/~~permits~~ has been signed for our Company.

Will you please return one fully executed copy of this agreement/~~permits~~ 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.**

WMS/jft
Enclosures

233/2

THE DETROIT EDISON COMPANY
 2000 SECOND AVENUE
 DETROIT 26, MICHIGAN

MICHIGAN PUBLIC SERVICE COMM.	
PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. _____	R & S _____
SEP 17 1965	
Adm. _____	_____
File _____	_____

September 16, 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 approximately 480' west of the west limits of the village of Whitmore Lake in the NW 1/4 of Section 5, Northfield Township, T-1S, R-6E, Washtenaw County, Michigan.

Span B-C

Three #350 M-B - 13,200 volt wires, three #0 B - 4800 volt wires and one #0 B neutral wire over the tracks of the Ann Arbor Railroad located on Railroad property at a point approximately 20' north of the extended centerline of E. Shore Drive and 480' West of the centerline of Whitmore Lake Road.

The proposed wire crossing will be constructed in accordance with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

- Enclosed is a waiver of hearing granted by the Railroad Company.
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. ED 2-8-5236 dated 12-30-63.
- This is a new crossing.

Reference number of construction drawing is RX- 3627A.

Waiver of hearing attached
 dated September 3, 1965
 Railroad File AA 2948-1

Permit No. ED2-8-5614

Date 9-21-65

By J. M. Hoppe

Yours very truly,

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

Check in circle indicates statement applicable.

RECORDED RIGHTS OF WAY NO. 233121

THE DETROIT EDISON COMPANY

TO:

2000 SECOND AVENUE

DETROIT 26, MICHIGAN

July 28, 1965

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

~~We hereby certify that we have received permission from the Michigan Public Service Commission for the construction of a crossing as follows:~~

Proposed Crossing To Consist Of: Span B-C - Three #350 M-B - 13,200 volt wires, three #0 B - 4800 volt wires and one #0 B neutral wire

Specific Location : On Railroad property at a point approximately 20 feet North of the extended center line of E. Shore Drive and 480' West of the center line of Whitmore Lake Road, approximately 480 feet West of the west limits of the village of Whitmore Lake in the Northwest 1/4 of Section 5.

R. R. Valuation Station 2988 + 84 R. R. Mile Post _____

City/Village _____ Township Northfield

County Washtenaw Detroit Edison Plan Attached RX-3627A

This is a New Crossing _____ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date February 4, 1964 (N. R. Plan) Used DEco Plan.

Railroad File No. AA-2948

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

WWS/jft

RECORDED RIGHT OF WAY NO. 2342

PROPOSED LINE CROSSING OVER ANN ARBOR R. R.
 IN RAILROAD PROP. APPROX. 20' N. OF E. SHORE DR.
EXTENDED 480' W. OF E. OF WHITMORE LANE E.C.

EXISTING PERMIT NUMBER ED2-B-5236
 APPROX. 480' W. OF THE WEST LIMITS
 OF THE VILLAGE OF WHITMORE LK.

SECTION 5 - NW 1/4 TOWNSHIP NORTHFIELD (1-4) T 15 R 65 COUNTY WASHTENAW

NOTES

MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1955.

ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH

MINIMUM CLEARANCES

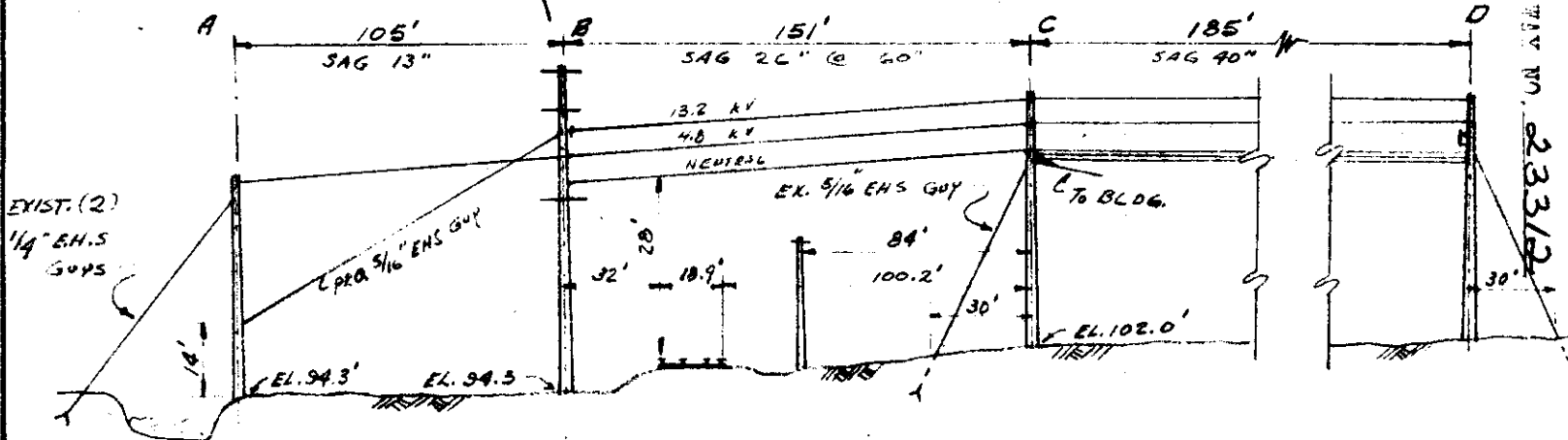
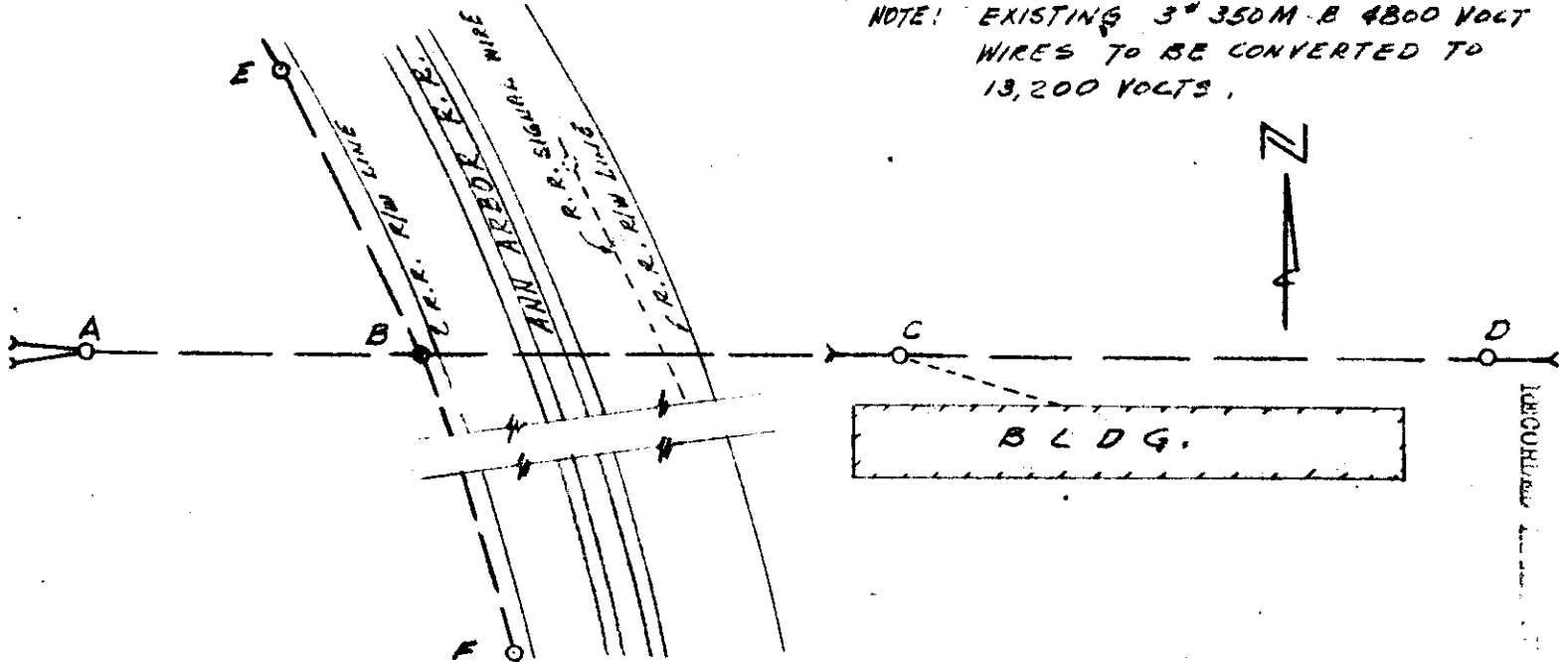
NEAREST POLE TO RAIL	SIDING	7 FT
	MAIN LINE	12 FT
WIRES OVER TRACKS	0-750 VOLTS	27 FT
	750-15,000 VOLTS	28 FT
	15,000-50,000 VOLTS	30 FT
WIRES OVER R. R. SIGNAL	0-750 VOLTS	2 FT
	750-8,700 VOLTS	4 FT
	8,700-30,000 VOLTS	6 FT

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
EXISTING	SPAN	B-C		A	40	4	WOOD
3	350M	B	13,200	B	60	2	"
3	#0	B	4800	C	45	2	"
1	#0	B	NEUTRAL	D	45	4	"
				E	45	4	"
				F	45	4	"

APPROVED BY H. GEPPERT GENERAL ENGINEERING DEPT. DATE 7-14-65
 ESTIMATOR R. NOLL OVERHEAD LINES DEPT. ANN ARBOR OFF.

DE FORM BE 32	10-64 X	LOWEST WIRE OVER R.R. TRACKS	STRINGING SAG AT 60°	HEIGHT OF LOWEST WIRE OVER TRACKS	HEIGHT OF LOWEST WIRE OVER R.R. SIGNAL WIRE
SPAN	SPAN LENGTH				
B-C	151'	#0 B - NEUTRAL	26"	28.0'	8.0'

NOTE: EXISTING 3# 350M B 4800 VOLT WIRES TO BE CONVERTED TO 13,200 VOLTS.



ELEVATION LOOKING NORTH

RECORDED IN THE OFFICE OF THE ENGINEER IN CHARGE OF THE PUBLIC SERVICE COMMISSION AT ANN ARBOR, MICHIGAN, JULY 14, 1965, AT 2:33/12