

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

I. W. GAMBLE  
MAR 6 1973  
R. W. DEPT.

The Detroit Edison Company  
2000 Second Avenue  
Detroit, MI 48226

File No. AA-C-3324-1

Attention: Mr. I. W. Gamble

Gentlemen:

This letter will be your authority to reconstruct a transmission line  
crossing over the tracks of the Ann Arbor Railroad  
Company at Milepost 48.91 Valuation Station 2583+05  
at a point approximately 400 feet northwest of Dhu Varren Road, Ann Arbor Township,  
Section 9, Washtenaw Co., Michigan  
provided that all work in connection with the construction, operation and  
maintenance of this transmission line crossing be  
done in accordance with your descriptive drawing of this crossing The Detroit Edison  
Company Drawing No. RX3820A dated 1/5/68.

Agreement AA-C-3324 to remain in effect.  
In future correspondence concerning this crossing, please refer to  
our File NO. AA-C-3324-1.

Kindly advise Mr. A. B. Swartzwelder of the railroad at 313-336-9600,  
ext. 266 three days prior to beginning work.

Yours very truly,

*A. W. Seeley*  
A. W. Seeley

RECORDS CENTER
RECEIVED MAR 7 73
TICKLER MADE
CLASSIFIED

FILE WITH

R/W 24923

RECORDED RIGHT OF WAY NO. 24923

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

March 7, 1973

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 Company in the Southeast 1/4 of Section 9, Ann Arbor Township, Washtenaw County, Michigan.**

**One 120,000-volt transmission circuit with one ground wire located in private property approximately 400 feet Northwest of Dhu Warren Road.**

**Reconstruction involves a relocation of the drop into Phoenix Station, thereby slightly changing the direction of the wires over the tracks.**

**R.R. V.S. 2383 + 05  
R.R. M.P. 48.91**

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, **Dated March 2, 1973 R.R. File No. AA-C-3324-1**
- 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. **ED2-8-6162** dated **2-5-68**
- This is a new crossing.

**MB:dmd** Reference number of construction drawing is **RX-3820A**

Yours very truly,

Permit No. ED2-8-7225  
Date March 22, 1973  
By MPSC

*I. W. Gamble*  
**I. W. Gamble**  
**Assistant to Director**  
**Real Estate and Rights of Way Dept.**

Check in circle indicates statement applicable.  
Notify Mr. A. B. Swartzwelder of A.A.R.R. at 313-336-9600, ext. 266, three days prior to start of construction.

RECORDED RIGHT OF WAY 24923

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\* \* \* \* \*

Railroad Wire-Crossing Permit No. ED2-8-7225

The Detroit Edison Company (Applicant) has filed an application pursuant to Act 171, P.A. 1893, as amended, for permission to string wires across the tracks of the Ann Arbor Railroad Company (Railroad).

Applicant has conformed with the filing procedures of Commission Order No. 1868 and the Railroad has waived the right of notice and hearing provided for in Act 171.

THEREFORE, IT IS ORDERED that Applicant be permitted to string wires across the tracks of the Railroad as indicated on the attached plans and described as follows:

Township of  
Ann Arbor

County of  
Washtenaw

State of  
Michigan

Crossing of one (1) 120 KV, 60 Hz, 3 phase, 3 wire, transmission circuit, known as the Lark-Phoenix 120 KV Circuit, on one (1) double circuit steel tower line, with one (1) ground wire, located in private property at a point approximately 400' northwest of Dhu Varren Road, SE $\frac{1}{4}$  of Section 9, at Railroad Val. Sta. 2583+05, Railroad Mile Post 48.91, T2S, R6E  
3 - 795 MCM 26/7 ACSR phase conductors  
1 - 7/16" steel ground wire

Per Drawing RX-3820A

RECORDED RIGHT OF WAY 24923

At the point of crossing, the wires shall be installed in full accordance with Commission Order No. 2334.

MICHIGAN PUBLIC SERVICE COMMISSION

( S E A L )

DATED: **March 22, 1973**

Eari B. Klemprens

Its Secretary

William G. Rosenberg  
Chairman

Lenton G. Sculthorp  
Commissioner

William R. Ralls  
Commissioner

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

I, Earl B. Klomprens, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of Railroad Wire Crossing Permit No. ED2-8-7225

RECORDED RIGHT OF WAY 24923

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

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Commission, at Lansing, this twenty-second day of March in the year of our Lord one thousand nine hundred seventy-three

*Earl B Klomprens*  
Secretary

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

February 27, 1973

Mr. Howard W. Seeley  
Assistant Vice President and Chief Engineer  
Ann Arbor Railroad Company  
13530 Michigan Avenue  
Dearborn, Michigan 48121

Proposed Overhead Wire Crossing:

One 120,000-volt transmission circuit with one ground wire.

*Reconstruction involves a relaxation of the drop into Phoenix Station, thereby slightly changing the direction of wires over the tracks.*

*Trayed on vertical end of E. 1/4 Sec. 9*

Specific Location

In private property approximately 400 feet Northwest of Dhu Varren Road.

R. R. Valuation Station 2582 + 55 R. R. Mile Post 48.91

City/Village \_\_\_\_\_ Township Ann Arbor, SE 1/4 of Sec. 9

County Washtenaw Detroit Edison Plan Attached EX-3820A

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

Previous Agreement Information (if any) Date 2-16-68 (R. R. Plan) Exhibit A dated 1-15-68  
Agreement File No. AA-C-3324

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, Assistant to Director  
Real Estate and Rights of Way Department

VB:dd

RECORDED RIGHT OF WAY 24923

INTERDEPARTMENT CORRESPONDENCE

February 20, 1968

TO RECORDS CENTER:

RRFILE AA-C-3324

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

Detroit, Toledo and Ironton Railroad Company AARRCo

Facilities Covered: One 120,000 volt transmission circuit with one ground wire.

Specific Location: Approximately 350 feet Northwest of Dhu Varren Road.

R. R. Valuation Station 2582+55 Mile Post 48.91

City/Village \_\_\_\_\_ Township Ann Arbor, Section 9

County Washtenaw Detroit Edison Plan No. RX-3820

Agreement/~~Permit~~ Date 2-16-68 R. R. Plan No. Exhibit "A" dated 1-15-68

Preparation Fee \$50.00 Annual Rental \$50.00

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 TO
ANN 8 BKing 3-14-68
<i>[Signature]</i>
DE FORM PD 189 2-64 CS

**RECORDS CENTER**

RECEIVED MAR 11 1968

UNCLASSIFIED

CLASSIFIED

GENL. ACCTG. DEPT.

ENTERED - *[Signature]*

CONTRACT BOOK NO. 24923

DATE 3-15-68

BY *[Signature]*

CHECKED BY *[Signature]*

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

RECORDED RIGHT OF WAY NO. 24923

THE ANN ARBOR RAILROAD COMPANY  
PIPE LINE, DRAIN AND WIRE LINE AGREEMENT

THIS AGREEMENT, made this 16th day of February, 1968, by and between THE ANN ARBOR RAILROAD COMPANY a Michigan corporation, hereinafter called "Railroad Company" and DETROIT EDISON COMPANY, 2000 Second Avenue, Detroit, Michigan 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 March each year, during the term of this agreement, commencing March 1, 1968 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 one 120,000 volt transmission 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 over its tracks and structures in ~~and over~~ the Township of Ann Arbor, Section 9, of Washtenaw in the State of Michigan being at Valuation Survey Station 2582+55, Milepost 48.91 at the point and in the location shown upon the print of The Ann Arbor Railroad Company, marked Exhibit "A" and dated January 15, 1968 attached hereto and made a part hereof, for the purpose of transporting electrical energy, upon the following terms and conditions:

RECORDED RIGHT OF WAY NO. 24923

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. 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:

J. E. Windels  
Michael J. Connor

THE ANN ARBOR RAILROAD COMPANY

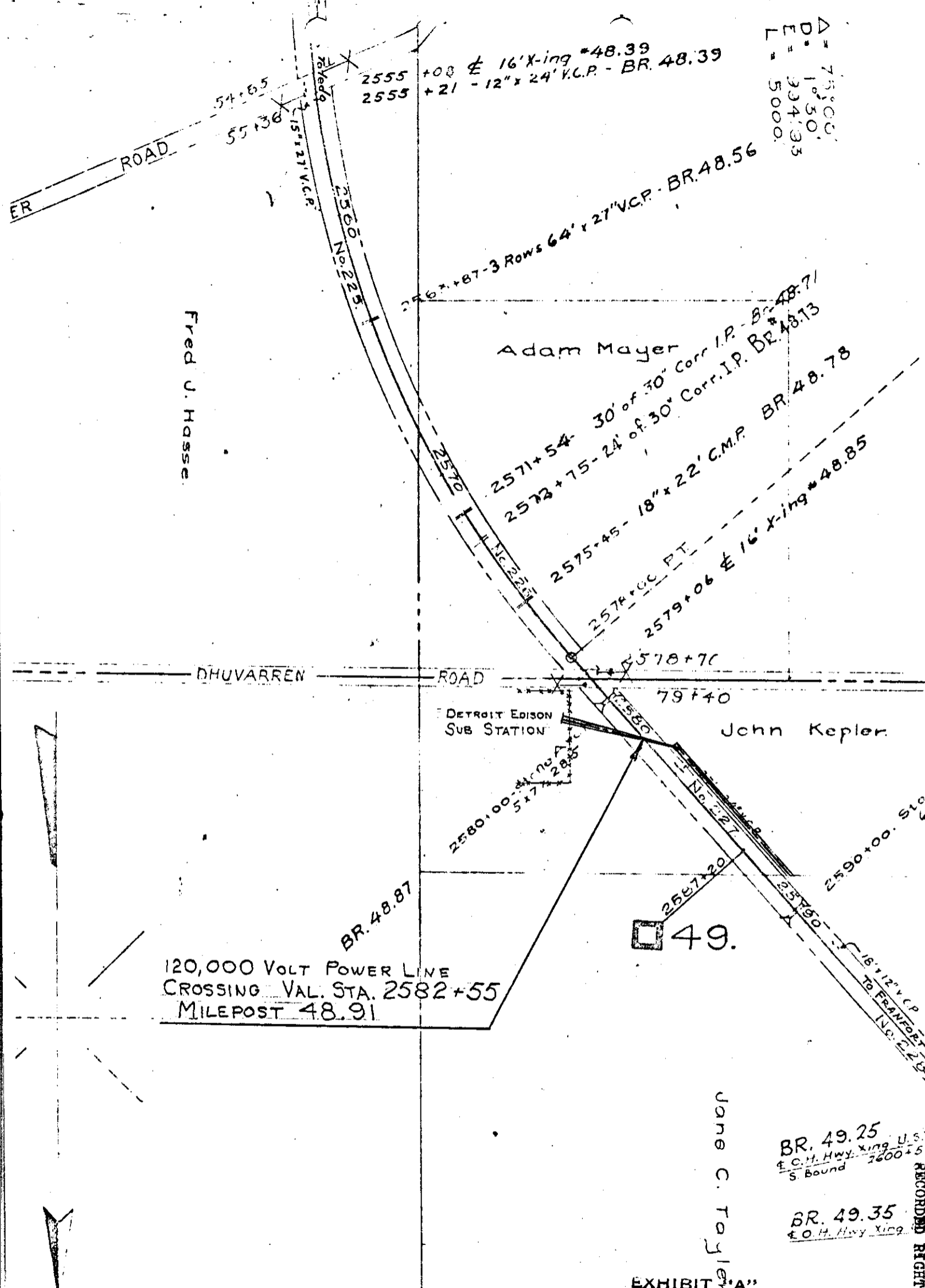
BY H. W. Seeley  
H. W. SEELEY, ASSISTANT VICE PRESIDENT  
AND CHIEF ENGINEER

WITNESSES:

John W. Gangle  
H. W. Gangle

DETROIT EDISON COMPANY

BY R. Q. Duke  
R. Q. DUKE, DIRECTOR  
TITLE Properties and Rights of Way Dept.

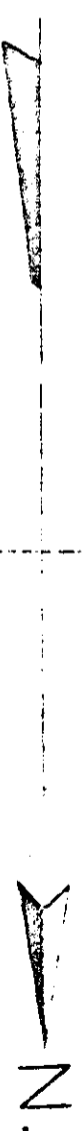


$\Delta$  = 75' 00"

D.P. = 1° 50'

324' 33"

5000'



THE ANN ARBOR RAILROAD CO.  
 Ann Arbor Township, Mich.  
 Overhead Power Line X-ing By  
 Detroit Edison Company

OFFICE OF CH. ENGINEER-DEARBORN, MICHIGAN  
 SCALE: 1"=400' DATE 1-15-68

RECORDED RIGHT OF WAY NO. 247423

**Detroit  
Edison**

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

September 1, 1995

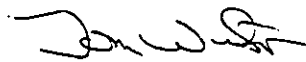
Mr. Ronald W. Adams  
Railroad Real Estate  
Michigan Department of Transportation  
3rd Floor, N. Ottawa Tower  
425 West Ottawa  
P.O. Box 30050  
Lansing, Michigan 48909

RE; One Time Payment from Detroit Edison, to Eliminate Annual License  
Payments

Dear Mr. Adams:

I have enclosed Detroit Edison's 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

24923

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 257FTOFMP66ONEMILESOFCHELSON	10610	15
	0000961	GENOA	BA9987	02/01/39	1264D	1	SEC 6 QUARTERMILEEOFLAKELAND	10672	15
	0000963	NORTHFIELD	BA9988	06/01/39	2023	1	SEC 33 303FTSOFP51	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 843FTNWOFSTRAWBERRYLAKERDWOFHALL	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	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 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	18
	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 24923