

**Detroit  
Edison**

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

September 1, 1995

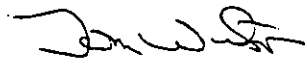
Mr. Ronald W. Adams  
Railroad Real Estate  
Michigan Department of Transportation  
3rd Floor, N. Ottawa Tower  
425 West Ottawa  
P.O. Box 30050  
Lansing, Michigan 48909

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 26831

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 FLAKELAND	10672	5
	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 HAMBURGRD AND ANNARBORRDEAST 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 DRIVER 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 8347FTW NIXON RD	17607	15
	0002459	HAMBURG	BA2803	05/13/57	OCCPT	3	SEC 22 VIC DRESS RD PETTY RD GIRARD DR, 4RX'S	18730	60
	0002562	NORTHFIELD	BA2805	04/20/65	3384A	1	SEC 6 1725FTS F 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 ESHORE DR 480FTW 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 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 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 1300FTW 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 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 26831

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 26831

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

TO RECORDS CENTER: June 3, 1971

Attached is fully executed copy of agreement/permit from:

Ann Arbor Railroad Company Railroad File No. AA-2898-1

Facilities Covered:

Span B-H - One No. 0 AWA shield wire, Six No. 350 B 4800-volt wires, and Two No. 6 CW system communication wires.

Span B-C - Six No. 0 B 40,000-volt wires.

Specific Location:

Span B-H - In private property 210 feet South of Sutton Street and 320 feet East of National Street.

Span B-C - In private property 450 feet East of National Street and 320 feet South of Sutton Street.

R. R. Valuation Station Span B-C 3864 + 77 Span B-C - 73.20 B-H 3866 + 59 Mile Post Span B-H - 73.23

City/Village ~~XXXXXX~~ Howell Township

County Livingston Detroit Edison Plan No. RX-1265E

Agreement/Permit Date May 26, 1971 R. R. Plan No. Used DECo. Plan

Preparation Fee \$50.00 Annual Rental \$100.00 commencing July 1, 1971

Supersedes and Cancels Agreement dated March 15, 1963 R/W No. 22048

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  
AUG 10 1971  
RECEIVED JUL 13 71  
TICKLER MADE  
CLASSIFIED

RECORDS CENTER  
FCG  
RECEIVED JUL 13 71  
TICKLER MADE  
CLASSIFIED

GENERAL BOOK NO.  
DATE 9-18-71  
BY [Signature]  
CHECKED BY [Signature]

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

RECORDED RIGHT OF WAY NO. 26831 Canceled

DT&I M-207  
12-15-70

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

FILE: AA2898-1

THIS AGREEMENT, made this TWENTY-SIXTH day of

MAY, 1971, by and between The Ann Arbor Railroad,

a Michigan corporation, hereinafter called "Railroad Company"

and The Detroit Edison Company

2000 Second Avenue

Detroit, Michigan 48226

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, ~~THIS RECEIPT IS NOT VALID UNLESS SIGNED BY THE LICENSEE~~

acknowledged, and the payment of the additional sum of One hundred

Dollars (\$ 100.00) on the first day of July

each year, during the term of this agreement, commencing

July 1, 1971, 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~~ 2 power

line crossings 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 or near: the City

of Howell County of Livingston State of Michigan

being at Valuation Station Span B-H 3866+59 Mile Post  
Span B-C 3864+77

Span B-H 73.23  
Span B-C 73.20 as shown on the print of: The Detroit Edison

Company Dated 4/2/71

Marked RX1265E attached hereto and made a part hereof,

upon the following conditions.

RECORDED RIGHT OF WAY NO. 26831 Canceled

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.

RECORDED RIGHT OF WAY NO. 26831 Canceled

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 cancels and supercedes contract AA2898 dated March 15, 1963.

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

Witness:

Charles F. Moberg Jr.

BY [Signature]  
Assistant Vice President-Chief Engineer  
ANN ARBOR RAILROAD COMPANY

Witness:

Ivan W. Gamble  
IVAN W. GAMBLE

THE DETROIT EDISON COMPANY  
BY W. C. Arnold  
W. C. ARNOLD, DIRECTOR  
TITLE Real Estate and Rights of Way Dept.

APPROVED AS TO FORM  
LAW DEPARTMENT

Am. Namee 4/21/71

RECORDED RIGHT OF WAY NO. 26831 Canceled

RX 1265E

PROPOSED LINE CROSSING OVER THE ANN ARBOR RAILROAD  
IN PRI. FILE OF 450' EAST OF THE Q. OF NATIONAL ST.  
AND 320' SOUTH OF THE Q. OF SUTTON ST.  
SECTION 26 SE 1/4 TOWNSHIP HOWELL T 3N R 5E COUNTY LIVINGSTON

EXISTING PERMIT NUMBER

CITY OF Howell

T 3N R 5E COUNTY LIVINGSTON

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

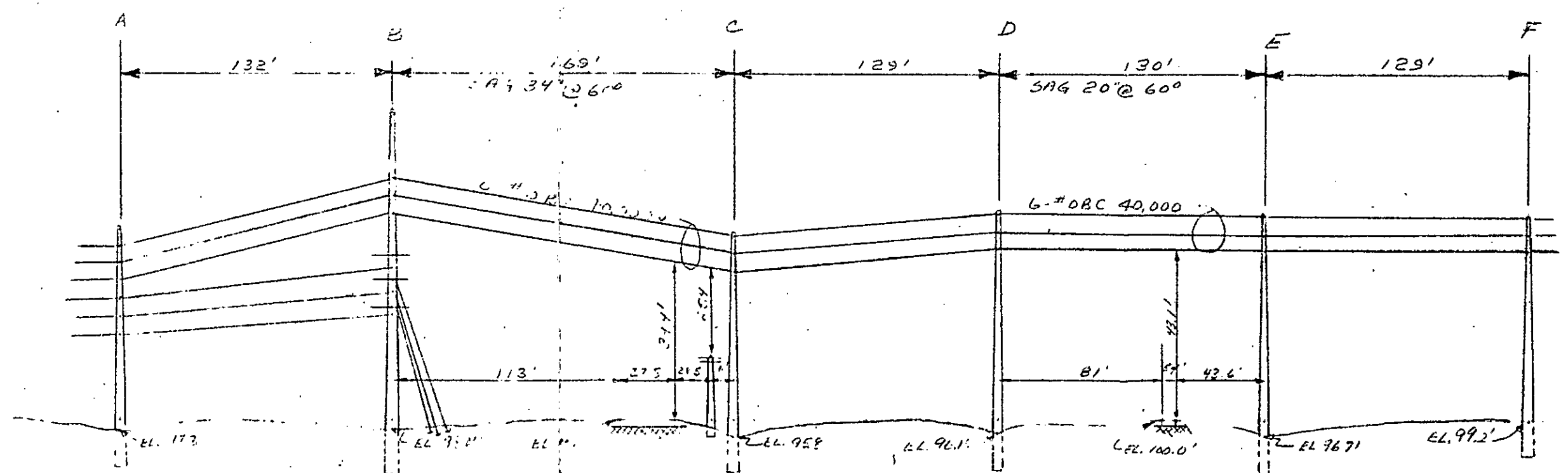
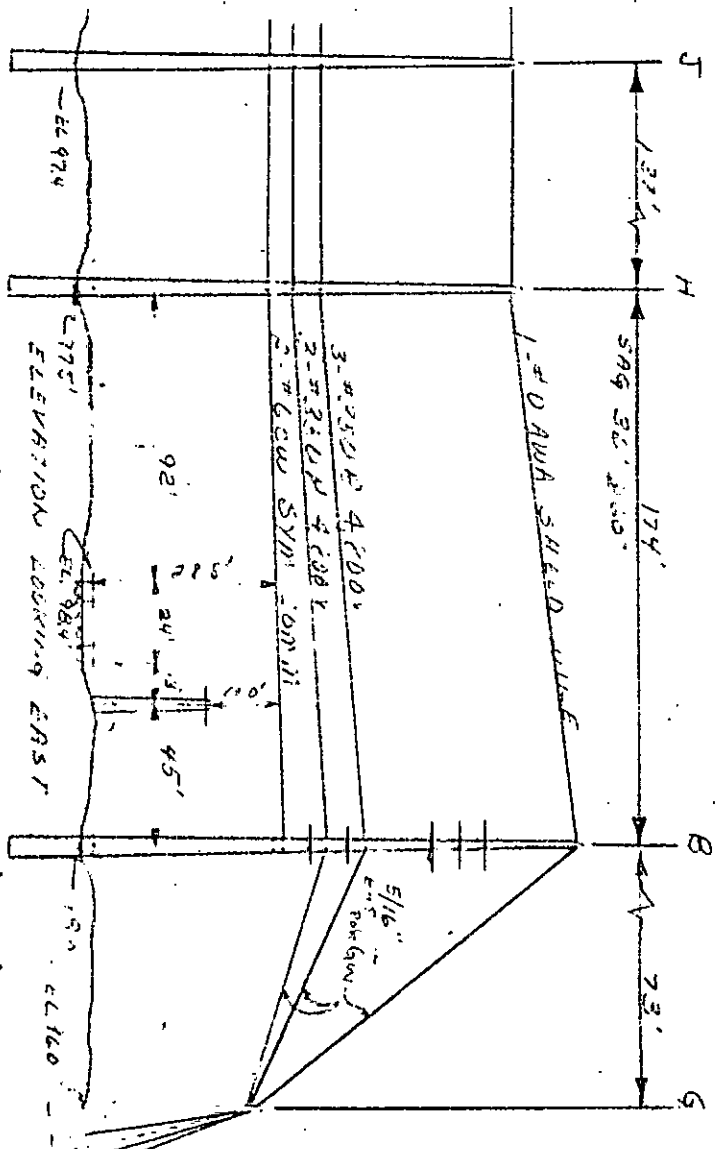
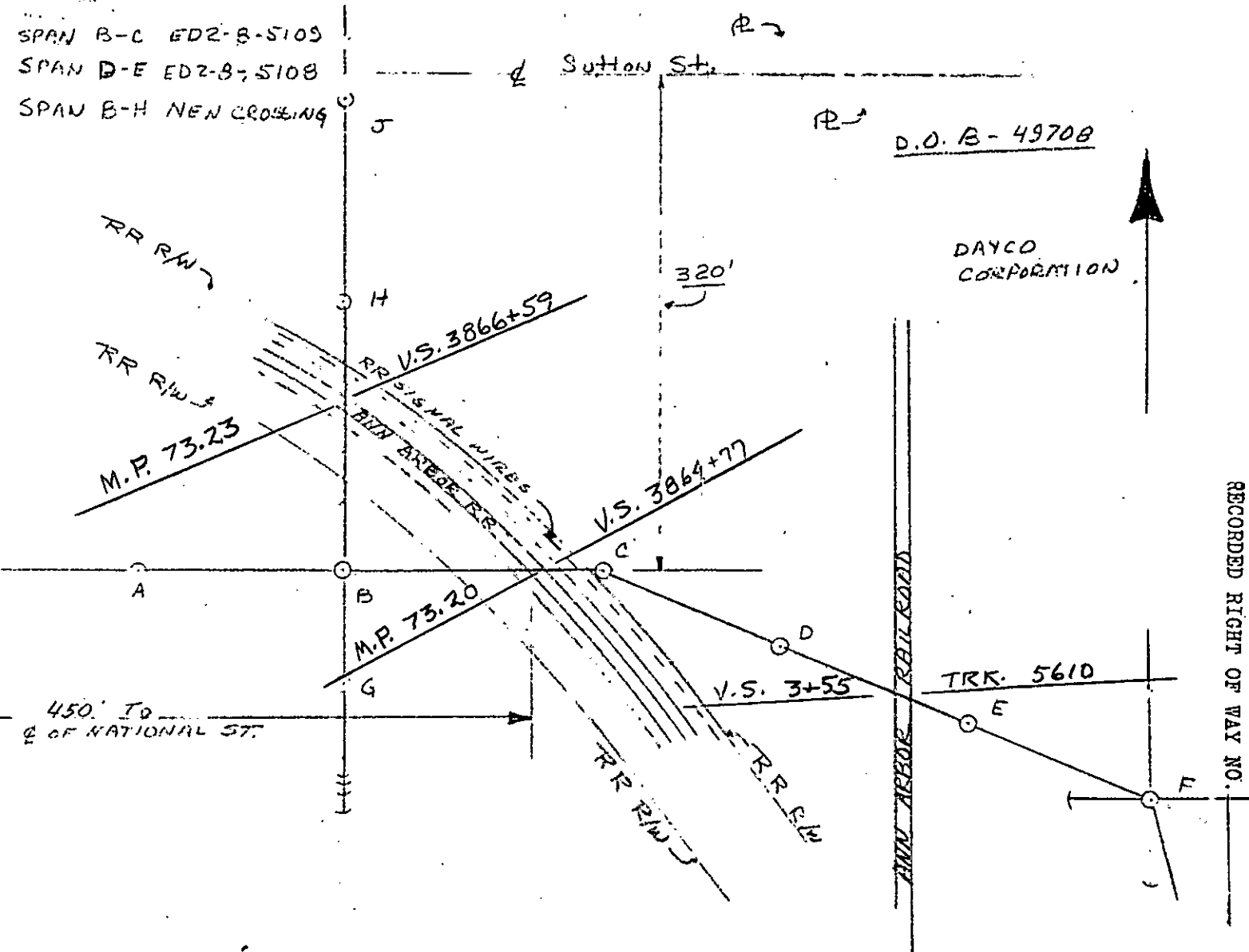
MINIMUM CLEARANCES

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 SET
SPAN B-C, D-E				A	60	1	WL 8.0
6	0	BC	40,000 v	B	90	1	" 11.0
				C	60	1	" 8.0
SPAN B-H				D	65	1	" 8.5
1	0	AWA SH WIRE		E	65	1	" 8.5
6	350	B	4,800 v	F	60	1	" 8.0
2	6	CW	SYM. GROUND	G	35	2	" 6.0
				H	80	1	" 10.0
				J	80	1	" 10.0

APPROVED BY *[Signature]* GENERAL ENGINEERING DEPT. DATE 4-2-71  
DESIGNED BY DEISELE SER. PL. OVERHEAD LINES DEPT. HOWELL OFF.

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R.R. TRACKS	STRINGING SAG AT 60°F	HEIGHT OF LOWEST CONDUCTOR OVER	
				R.R. TRACKS	R.R. SIGNAL WIRE
SPEC. SPAN					



RECORDED RIGHT OF WAY NO.



RECORDED RIGHT OF WAY NO. 2683  
**Cancelled**

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

May 11, 1973

TO RECORDS CENTER:

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

Ann Arbor Railroad Company

R.R. File No. AA 2898-2

Facilities Covered:

One No. 0 AWA Shield wire, Six 350 B 4800-volt wires, Two No. 6 CW System Communication Wires and Three 636 B 40,000-volt subtransmission wires. (Span B-H)

Specific Location:

In private property 310 feet East of National Street, 215 feet South of Sutton Street.

R. R. Valuation Station 3866 + 59 Mile Post 73.23

City/Village ~~XXXXX~~ Howell Township SE 1/4 of Sec. 36, Howell

County Livingston Detroit Edison Plan No. 1265F

Agreement/~~Permit~~ Date May 9, 1973 R. R. Plan No. Used DECo. Plan

Preparation Fee \$50.00 Annual Rental \$50.00 commencing June 1, 1973

Supersedes and Cancels Agreement dated May 26, 1971

Attached Agreement is to be made a part of R/W 26831

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

HB/dmd

RECORDS CENTER

RECEIVED JUN 1 '73  
TICKLER MADE  
CLASSIFIED

GEN'L. ACCTG. DEPT.
ENTERED - CANCELLED
CONTRACT BOOK NO. _____
DATE <u>6-4-73</u>
BY _____
CHECKED BY <u>Q Evers</u>

*Hazel L. Brandon*  
W. C. Arnold, Director  
Real Estate and Rights of Way Department  
*Hawell Sup.*  
*Sec. 36*  
*SE 1/4 of*

RECORDED RIGHT OF WAY NO. 26831A

HWL-30-3

REFERRED TO  
JUN - 6 1973

DE FORM PD-186 7-72-69

DT&J M-207  
11-15-71

ANN ARBOR RAILROAD COMPANY

PIPE LINE, DRAIN AND WIRE LINE AGREEMENT

THIS AGREEMENT, made this NINTH day of MAY, 19 73, by and between the Ann Arbor Railroad, a Michigan corporation, hereinafter called "Railroad Company" and The Detroit Edison Company, a Michigan and New York Corporation 2000 Second Avenue Detroit, MI 48226 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 Dollars (\$ 50.00 ) on the first day of June each year, during the term of this agreement, commencing June 1, 1973, 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 crossing 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 or near: the City of Howell County of Livingston State of Michigan being at Valuation Station 3866+59 (Span B-H) Mile Post 73.23 (Span B-H) as shown on the print of: The Detroit Edison Company Dated 3/8/73 Marked RX 1265F attached hereto and made a part hereof, upon the following conditions.

RECORDED FILED OF WAX NO. 8683/2

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.

RECORDED INDEXED FILED OF THE NO. 268314

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 executed will cancel and supersede agreement AA2898-1 dated May 26, 1971.

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

Witness:

*Charles J. Moberg*

ANN ARBOR RAILROAD COMPANY

BY *[Signature]*  
Assistant Vice President-Chief Engineer

Witness:

*Wayne L. Brandau*

THE DETROIT EDISON COMPANY

BY *W. C. Arnold*  
W. C. ARNOLD, DIRECTOR  
TITLE Real Estate and Rights of Way Dept.

APPROVED AS TO FORM  
LAW DEPARTMENT

*Bergen 5-1-73*

RECORDED RIGHT OF WAY NO. 28831a



PROPOSED LINE CROSSING OVER THE ANN ARBOR RAILROAD EXISTING PERMIT NUMBER B-49337  
 IN PRI PROP. 310 EAST OF THE E. OF NATIONAL ST. CITY OF Howell  
AND 215 South of the E. of SUTTON ST.  
 SECTION 36 SE 1/4 TOWNSHIP HOWELL T 3N R 5E COUNTY LIVINGSTON

**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

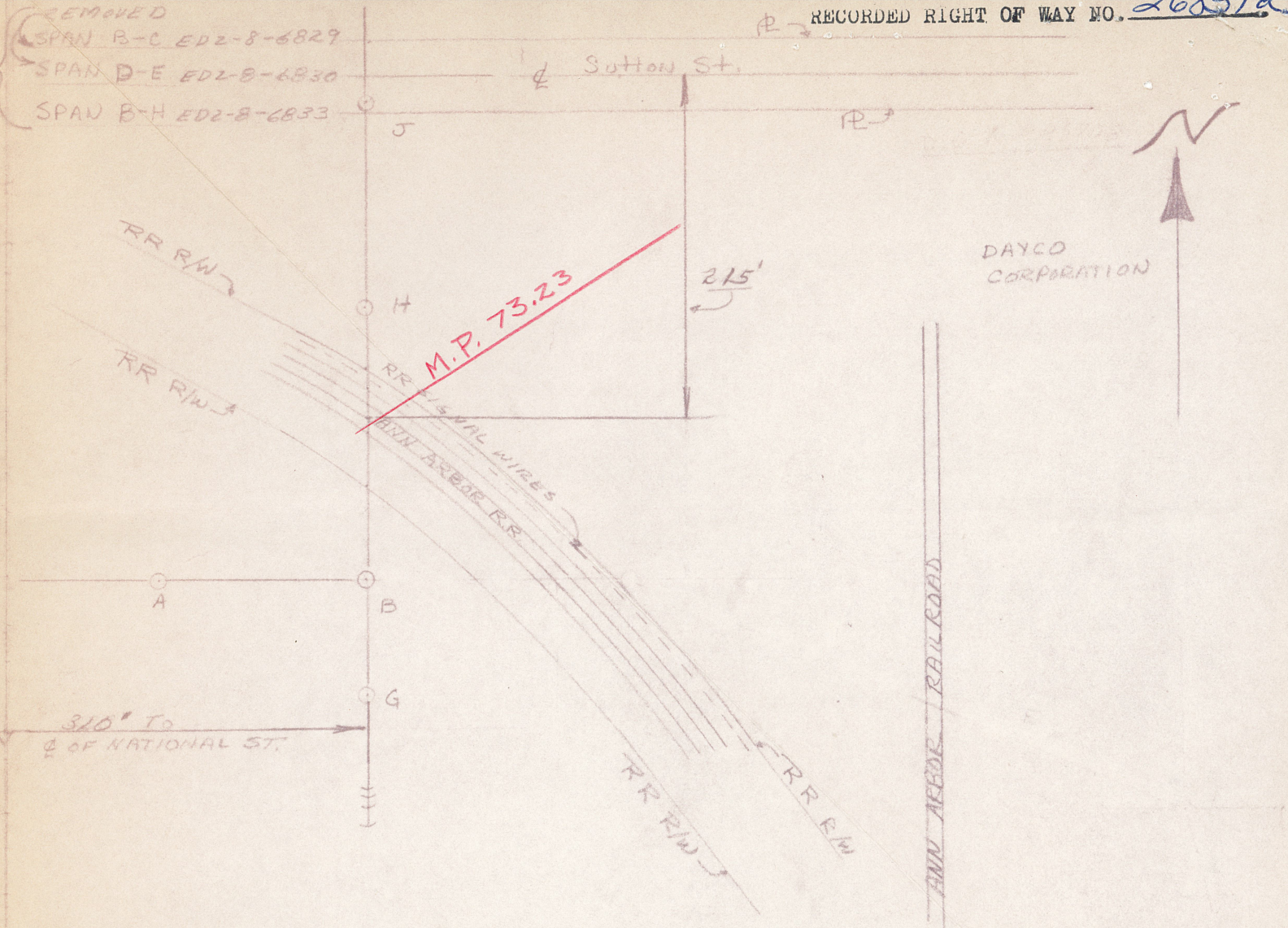
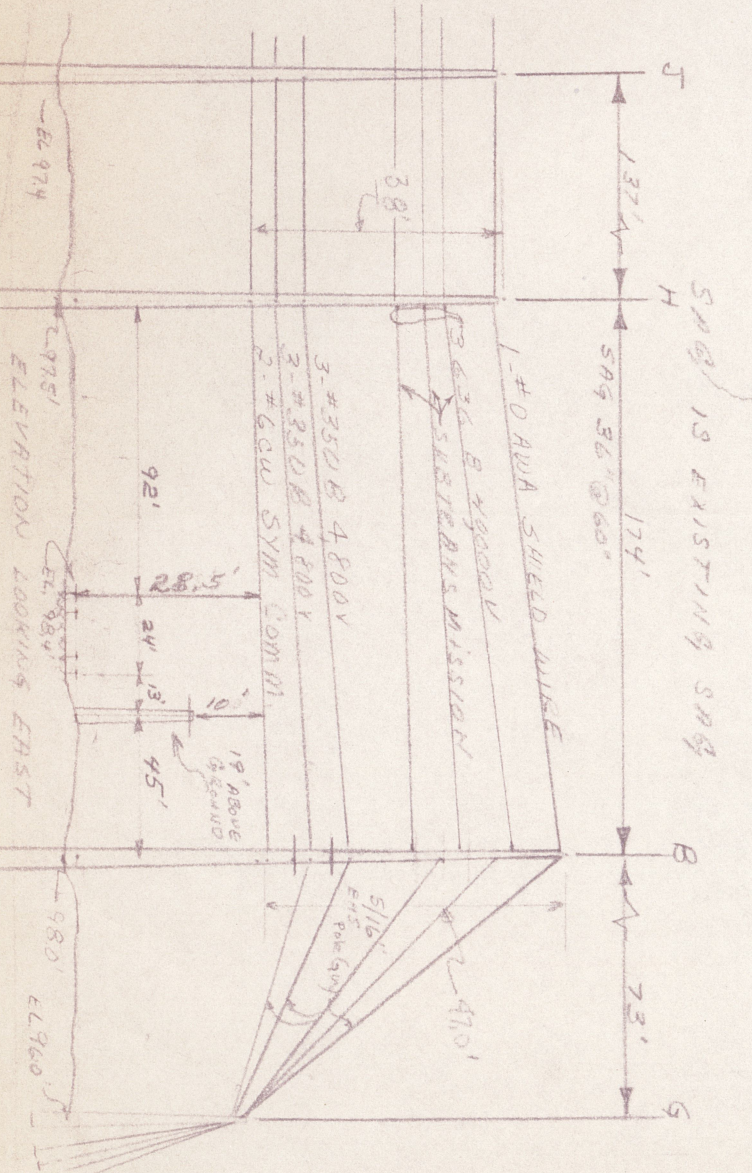
**MINIMUM CLEARANCES**

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
				A	60	1	WOOD
				B	90	1	"
				G	35	2	"
SPAN B-H				H	80	1	"
1	0	AWA SH. WIRE		J	80	1	"
6	350	B	4,800V				
2	6	CW	SYM COMM				
3	63G	B	49000V				
(SUBTRANS MISSION)							

APPROVED C. SCHEPPERLY GENERAL ENGINEERING DEPT. DATE 3/18/73  
 DESIGNED BY D. EISELE SER. PL. OVERHEAD LINES DEPT. HOWELL OFF.

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R.R. TRACKS	STRINGING SAG AT 60°F	HEIGHT OF LOWEST CONDUCTOR OVER	
				R.R. TRACKS	R.R. SIGNAL WIRE
B-H	174'	2" 6CW	36"	28.5'	10'





# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

June 14, 1973



Michigan Public Service Commission  
Lansing, Michigan 48913

Gentlemen:

I, Russell Kauffman, Technical and Operations Supervisor  
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the  
wire crossing covered by Wire Crossing Permit No. ED2-8-7228  
issued 5-1-73, 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 ED2-9.01, and that this crossing will be  
maintained as provided in such specifications and construction standards.

Yours very truly,

*Russell Kauffman*  
Technical and Operations Supervisor  
Transmission and Distribution Department  
Ann Arbor Office

RX No. 1265F (Span B-H)  
Location SE 1/4 of Section 36,  
Howell Township  
City of Howell  
Livingston County

Railroad Ann Arbor Railroad

R.R. V.S. 3866 + 59  
R.R. M.P. 73.23  
R.R. File No. AA 2898-2

Subscribed and sworn to before me this  
14th day of June, 19 73.

*[Signature]*  
Robert R. Tewksbury  
Notary Public, Oakland

County, Michigan.

My Commission Expires June 5, 1976

RECORDED RIGHT OF WAY NO. 2683/2

RETURN COPY OF THIS AFFIDAVIT TO REAL ESTATE AND RIGHTS OF WAY DEPT.

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

RECEIVED

MAY 10 1973

*Sub*  
R/E & R/W DEPT.

April 24, 1973

The Detroit Edison Company  
2000 Second Avenue  
Detroit, MI 48226

Dear Sir:

Attached is a completely executed Wire Line Agreement, our File No. AA2898-2  
between The Detroit Edison Company and the Ann Arbor  
Railroad Company for the construction, maintenance, use, operation, and removal  
of a power line crossing over the Railroad Company's tracks and  
right-of-way at a point 210' south of the centerline of Sutton St. (Span B-H)  
City of Howell, Michigan.

In future correspondence concerning this crossing, please refer to our File  
Number AA2898-2.

Yours very truly,

*For* *Charles F. Moberg*  
H. W. Seeley  
Asst. Vice President-Chief Engineer

RECORDED RIGHT OF WAY NO. 2683/A



# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

May 7, 1973

Railroad File No. AA-2898-2

**Mr. Howard W. Seeley**  
**Assistant Vice President and Chief Engineer**  
**Ann Arbor Railroad Company**  
**1 Parklane Boulevard**  
**Dearborn, Michigan 48126**

**Dear Mr. Seeley:**

We are returning agreement/~~permit~~, in duplicate, covering our facilities over your tracks and/~~or~~ right of way as shown on our Plan PX-1265F and located as follows:

**In Private Property 310 feet East of National Street, 215 feet South of Sutton Street, in the City of Howell.**

**R.R. V.S. 3866+59**  
**M.P. 73.23**

City/~~xxxxxx~~ Howell Township, SE 1/4 Section 36 Howell, Twp.

County Livingston. The agreement/~~permit~~ has been signed for our Company.

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

Yours very truly,



**W. C. Arnold, Director**  
**Real Estate and Rights of Way Dept.**

**HLB**  
**Att.**

RECORDED RIGHT OF WAY NO.

26837a

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

RECEIVED

APR 27 1973



"WE HAVE THE CONNECTIONS"



1 Parklane Boulevard, Dearborn, MI 48126

R/E & R/W DEPT.

H. W. SEELEY  
ASSISTANT VICE PRESIDENT - CHIEF ENGINEER  
C. J. HOLMBERG  
ASSISTANT CHIEF ENGINEER

L. W. HAYDON  
ASSISTANT CHIEF ENGINEER  
MAINTENANCE  
A. J. WOOD, ENGINEER  
BRIDGES AND BUILDINGS  
A. B. SWARTZWELDER  
SUPERINTENDENT SIGNALS AND  
COMMUNICATIONS

April 24, 1973

The Detroit Edison Company  
2000 Second Avenue  
Detroit, MI 48226

Gentlemen:

Attached are two (2) copies of 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 210' south of the centerline of Sutton St. (Span B-H), City of Howell, Livingston County, Michigan crossing over the Railroad Company's tracks and right-of-way at milepost 73.23, valuation station 3866 + 59.

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 very truly,

  
H. W. Seeley

RECORDED RIGHT OF WAY NO.

268312

4-27-73  
L. W. Haydon

50.00

To WEA  
5-7

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

D.O. No. 3-49339  
3-20-73

April 27, 1973

Michigan Public Service Commission  
Lansing 13, Michigan

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for ~~an~~ ~~overhead~~ ~~crossing~~ ~~in~~ ~~the~~ ~~vicinity~~ ~~of~~ ~~Howell~~ ~~in~~ ~~the~~ tracks ~~Southwest~~ ~~1/4~~ ~~of~~ ~~Section~~ ~~36~~, ~~Howell~~ ~~Township~~, ~~Washtenaw~~ ~~County~~, ~~Michigan~~.

*Per system*

Span B-II

One No. 0 AIA Shield Wire, Six 350 & 4800-volt wires, Two No. 6 CW System Communication Wires, and Three 636 & 40,000-volt subtransmission wires, located in private property 310 feet East of National Street and 215 ft. South of Sutton Street.

R.R. V.S. 3866 + 39  
R.R. M.P. 73.23

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.

Dated April 24, 1973

- Enclosed is a waiver of hearing granted by the Railroad ~~Company~~ File No. AA-2896-2
- 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-S-6833~~ dated 7-7-71  
~~ED2-S-6829~~ 7-7-71 (Span B-C)  
~~ED2-S-6530~~ 7-7-71 (Span D-E)
- This is a new crossing.

HB:dnd Reference number of construction drawing is RX-12657

Yours very truly,

*W. C. Arnold*

W. C. Arnold, Director  
Rail Route and Rights of Way  
Department

Permit No. ED2-S-7228

Date May 1, 1973

By MPSC

Check in circle indicates statement applicable.

RECORDED RIGHT OF WAY

*26831a*

RECEIVED

STATE OF MICHIGAN

MAY 2 1973

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

R/E & R/W DEPT:

\*\*\*\*\*

Railroad Wire-Crossing Permit No. ED2-8-7223

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:

City of  
Howell  
  
County of  
Washtenaw  
LIVINGSTON  
  
State of  
Michigan

Crossing of one (1) 40 KV, 60 Hz, 3 phase, 3 wire, subtransmission circuit, two (2) 4.8 KV, 60 Hz, 3 phase, 3 wire, distribution circuits, one 2 wire system communication circuit and one (1) shield wire, located in private property, approximately 310' east of National Street, 215' south of Sutton Street, in the SE $\frac{1}{4}$  of Section 36, T3N, R5E  
3 - 636 MCM bare aluminum phase conductors - 40 KV  
6 - 350 MCM bare aluminum phase conductors - 4.8 KV  
2 - #6 CW communication conductors  
1 - #1/0 AWA shield wire

Per Drawing EX-1265F

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 )

William G. Rosenberg  
Chairman

Lenton G. Sculthorp  
Commissioner

DATED: May 1, 1973

Earl B. Klomprens  
Its Secretary

William R. Ralls  
Commissioner

RECORDED RIGHT OF WAY NO. 2683/12

STATE OF MICHIGAN  
Office of the Michigan Public Service Commission

SS.

I, Earl B. Klomprens, Secretary of the Michigan Public Service Commission Do Heréby Certify,  
That I have compared the annexed copy of Railroad Wire Crossing Permit No. ED2-8-7228

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 first day of May in the year of our Lord one thousand nine hundred seventy-three

*Earl B. Klomprens*  
Secretary

RECORDED RIGHT OF WAY NO. 2683/22

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

XX  
I Parklane Boulevard, Dearborn, MI 48126

RECEIVED

APR 27 1973

JEB  
R/E & R/W DEPT.

April 24, 1973

RR File: AA2898-2

Michigan Public Service Commission  
Lansing, Michigan

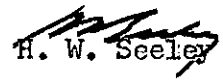
Gentlemen:

The Ann Arbor Railroad Company hereby waives its right  
of hearing in the matter of the application of the Detroit Edison Company  
for the reconstruction of a power line  
crossing over the tracks and right-of-way of the  
Ann Arbor Railroad Company at a point 210' south of the  
centerline of Sutton St. (Span B-H), City of Howell,  
Livingston County, Michigan, at Valuation Station 3866 + 59 (Span B-H).

This Waiver of Hearing is granted on condition that this power  
line crossing will be constructed in accordance with The Detroit Edison  
Company Drawing No. RX 1265F dated March 8, 1973.

and with the rules and regulations of the Michigan Public Service Commission.

Yours truly,

  
H. W. Seeley

RECORDED RIGHT OF WAY NO. 26831a

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

March 23, 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 No. 0 AWA Shield Wire, Six 350 B 4800-volt wires, Two No. 6 CW System  
Communication Wires and Three 636 B 40,000-volt subtransmission wires. (Span B-H)

NOTE: Spans B-C and D-E previously shown on this plan have been removed.

Specific Location

In private property 310 feet East, of National Street, and 215 feet South of  
Sutton Street.

R. R. Valuation Station 3866 + 59 R. R. Mile Post 73.23

City/Village XXXXXX Howell Township Howell, SE 1/4 of Sec. 36

County Washtenaw Detroit Edison Plan Attached RX-1265P

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

Previous Agreement Information (if any) Date 5-26-71 (R. R. Plan) Used DECo. Plan

Previous R.R. File No. AA-2898-1

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.

W. C. Arnold  
W. C. Arnold, Director  
Real Estate and Rights of Way Department

HB:dmd

RECORDED  
INDEXED  
2685/12

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

D.O. No. B-49339

Date 3/20/73

THE DETROIT EDISON COMPANY

RAILROAD CROSSING DATA SHEET

*Rec'd  
HE-TH  
3-21-73  
S.H.*

RX 1265F

Span B-H

Revision of RX 1265E

M.P.S.C. Permit and Date ED 2-8-6833 7/7/71

Railroad: Ann Arbor

Facilities: One #OAWA Shield Wire  
Six 350 B 4800 V  
Two #6 CW System Communication  
Three 636 B 40,000 V (subtransmission)

*PK ONLY  
note: Spans B-C and D-E previously shown on this plan have been removed*

Location: in Private Property 310' E, of National Street, & 215' S. of Sutton Street in the City of Howell in the S.E. 1/4 of Section 36, Howell Township, T3N, R5E, Washtenaw County.

*Livingston*

*Spans Removed (Cancel on m B.C. appl)*

System Engineering Dept. (RR) Span B-C Permit ED 2-8-6829 7-7-71  
(Gnd) " D-E " ED 2-8-6830 7-7-71

Date 3/20/73

By C. J. Schepers  
C. J. Schepers

*agreement dated 5-26-71 Used DE Plan  
Railroad File AA-2898-1 V.S. 3866+59  
M.P. 73.23*