

Detroit
Edison

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

September 1, 1995

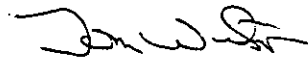
Mr. Ronald W. Adams
Railroad Real Estate
Michigan Department of Transportation
3rd Floor, N. Ottawa Tower
425 West Ottawa
P.O. Box 30050
Lansing, Michigan 48909

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

26834

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 QUARTERMILEE OF LAKELAND	10672	15
	0000963	NORTHFIELD	BA9988	06/01/39	2023	1	SEC 33 303FTSOFMP51	10727	5
	0000964	HAMBURG	BA9989	12/01/39	1566	1	SEC 05 HAMBURGRDANDANNARBORREASTOF OCC	10784	10
	00C3870	HOWELL	BA3375	06/04/79	4327	2	21001 S OF BECK ROAD	32412	150
	00L3803	HAMBURG	BA9974	11/26/74	4297	2	SEC 25 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	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 26834

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

26834 RECORDED RIGHT OF WAY

RECEIVED

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

SEP 14 1973
JEB
N/E & R/W DEPT

September 11, 1973

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

File No. AA-C-3577-1

Attention: Mr. W. C. Arnold

Gentlemen:

This letter will be your authority to reconstruct a power line
crossing over the tracks of the Ann Arbor Railroad
Company at Milepost 47.53 Valuation Station 2508 + 65
at a point in private property 2575 feet southwest of M.P. 48, Ann Arbor
Twp., Washtenaw County, Michigan.
provided that all work in connection with the construction, operation and
maintenance of this power line crossing be
done in accordance with your descriptive drawing of this crossing The
Detroit Edison drawing no. RX-4203A, dated 8-7-73.
Agreement AA-C-3577, dated June 11, 1971 to remain in effect unchanged.

In future correspondence concerning this crossing, please refer to
our File No. AA-C-3577-1.

Kindly advise when this work has been completed.

Yours truly,


H. W. Seeley

RECORDING DEPT OF W&A CO.

26834

→ ORIGINAL TO RECORDS CENTER WITH R/W 26834

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226



PERMIT NO. ED2-8-6822

Michigan Public Service Commission
Lansing, Michigan 48913

Gentlemen:

I, Russell Kauffman, Technical & Operations Supervisor
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing covered by Wire Crossing Permit No. ED2-8-7273
issued 10-29-73, 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

Russell Kauffman
Technical & Operations Supervisor
Transmission & Distribution Department
Ann Arbor Office

RX No. 4203A (Span D-E)

Location Ann Arbor Township,
NE 1/4 Sec 21

Washtenaw County
2575 ft SW of MP 48

Railroad Ann Arbor Railroad

Company

Subscribed and sworn to before me this

19th day of June, 1974.

Thomas H. Beagan
Thomas H. Beagan
Notary Public, Wayne

County, Michigan.

My Commission Expires 3-5-77

R.R. File AA-C-3577-1

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

RECORDED RIGHT OF WAY 26834

DE D.O. A-38743
8-16-73

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION
SEP 18 1973
PUBLIC UTILITIES DIVISION

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226
September 17, 1973

RECEIVED
OCT 30 1973

R/E & R/W DEPT.

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 Northeast 1/4 of Section 21, Ann Arbor Township, 580 feet North of City limits of Ann Arbor, Washtenaw County, Michigan.**

Span D-E

Two No. 0 ACSR 13,200-volt wires and One No. 0 ACSR Neutral wire located in private property 200 feet Northwest of Plymouth-Ann Arbor Road and 2575 feet Southwest of Mile Post No. 48.

NOTE: Rearrangement of wires on Pole E creates a change in clearance over the tracks. No change in number, size and voltage of wires)

R.R. Valuation Station 2508+65

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 9-11-73 **File AA-C-3577-1**
- 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. **ED2-8-6822** dated **6-29-71**
- This is a new crossing.

NB:dmd Reference number of construction drawing is **RX-4203A**

Yours very truly,

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

Permit No. ED2-8-7273

Date 10-29-73

By *J. M. Hoppe*

Check in circle indicates statement applicable.

RECORDED RIGHT OF WAY 26834

RECEIVED

SEP 14 1973

JWB
R/E & R/W DEPT

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

September 11, 1973

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

File No. AA-C-3577-1

Attention: Mr. W. C. Arnold

Gentlemen:

This letter will be your authority to reconstruct a power line crossing over the tracks of the Ann Arbor Railroad Company at Milepost 47.53 Valuation Station 2508 + 65 at a point in private property 2575 feet southwest of M.P. 48, Ann Arbor Twp., Washtenaw County, Michigan.

provided that all work in connection with the construction, operation and maintenance of this power line crossing be done in accordance with your descriptive drawing of this crossing The Detroit Edison drawing no. RX-4203A, dated 8-7-73.

Agreement AA-C-3577, dated June 11, 1971 to remain in effect unchanged.

In future correspondence concerning this crossing, please refer to our File No. AA-C-3577-1.

Kindly advise when this work has been completed.

Yours truly,


H. W. Seeley

RECORDED RIGHT OF WAY 26834

ORIGINAL TO RECORDS CENTER WITH R/W 26834

RECEIVED

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

SEP 14 1973

JMB
R/E & R/W DEPT.

13530 MICHIGAN AVENUE, DEARBORN, MICHIGAN 48121

September 11, 1973

File: AA-C-3577-1

RECORDED RIGHT OF WAY 26834

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 2575 feet south-
west of M.P. 48, Ann Arbor Twp., Washtenaw
County, Michigan, at Valuation Station 2508 + 65.

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 4203A dated 8-7-73,
and with the rules and regulations of the Michigan Public Service Commission.

Yours truly,

H. W. Seeley
H. W. Seeley

THE DETROIT EDISON COMPANY

AREA CODE 313
TELEPHONE 962-2100

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

August 23, 1973

Mr. Howard W. Seeley
Assistant Vice President and Chief Engineer
One Parklane Boulevard
Dearborn, Michigan 48126
(ANN ARBOR RAILROAD COMPANY)

Proposed Overhead Wire Crossing:

Two No. 0 ACSR 13,200-volt wires and One No. 0 ACSR Neutral wire. (Span D-E)

NOTE: Rearrangement of wires on Pole E creates a change in clearance over the tracks. No change in number, size and voltage of wires.

Specific Location

In private property 200 feet Northwest of Plymouth-Ann Arbor Road and 2575 feet Southwest of MP No. 48.

R. R. Valuation Station 2508 + 65 R. R. Mile Post 47.53

City/Village _____ Township Ann Arbor, NE 1/4 of Sec. 21

County Washtenaw Detroit Edison Plan Attached RX-4203A

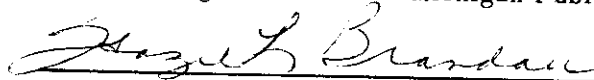
This is a New Crossing _____ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date 6-11-71 (R. R. Plan) Used DECo. Plan

R.R. File No. AA-3577

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, Director
Real Estate and Rights of Way Department

HB:dmd

RECORDED RIGHT OF WAY 26834

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

D.O. No. A-38743 x
A038473
Date 8-16-73

THE DETROIT EDISON COMPANY

RECEIVED

RAILROAD CROSSING DATA SHEET

AUG 22 1973

JAB
R/E & R/W DEPT.

RX 4203A

Span D-E

Revision of RX 4203

M.P.S.C. Permit and Date Ed 2-8-6822 6-29-71

Railroad: Ann Arbor Railroad

Facilities: 2 - #0 ACSR 13,200 volt
1 - #0 ACSR Neutral

*(Rearrangement of wires on Pole E created a
change in clearance over the tracks.
The change in number, size and voltage of wires.)*

^E
Location: in the N.W. 1/4 of Section 21, Ann Arbor Township, Washtenaw County
200' Northwest of Plymouth-Ann Arbor Rd. and 2575' Southwest of
M.P. #48, and 580' North of City limits of Ann Arbor.

RX VS 2508+65 MP 47.53

System Engineering Dept.

Date 8-16-73

By *W.K. Shoemaker*
W. K. Shoemaker

*AGREEMENT DATED 6-11-71
WILL DE PLAN*

RR FILE AA-3577

RR 26834

RECORDED RIGHTS OF WAY 26834

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

TO RECORDS CENTER: June 15, 1971

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

Ann Arbor Railroad Company R.R. File- AA-3577

Facilities Covered:

One No. 0 ACSR 13,200-volt wire, and One No. 0 ACSR neutral wire. (Span D-E)

Specific Location:

In private property approximately 200 feet Northwest of the center line of Plymouth-Ann Arbor Road, and 2575 feet Southwest of Mile Post No. 48, 580 feet North of the City Limits of Ann Arbor.

R. R. Valuation Station 2508 + 65 Mile Post 47.53

City/Village Township Ann Arbor, NW 1/4 of Sec. 21

County Washtenaw Detroit Edison Plan No. RX-4203

REFERRED TO Agreement/~~PERMIT~~ Date June 11, 1971 R. R. Plan No. Used DECo. Plan

Preparation Fee \$50.00 Annual Rental \$50.00 commencing August 1, 1971

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

RECORDS CENTER JUL 13 1971

I. W. Gamble, Supervisor of Rights of Way

CN: Dmk

RECORDED RIGHT OF WAY NO. 26534

DT&I M-207
12-15-70

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

THIS AGREEMENT, made this ELEVENTH day of
JUNE, 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, ~~the receipt of which is hereby~~
~~acknowledged~~, and the payment of the additional sum of Fifty
Dollars (\$ 50.00) on the first day of August
each year, during the term of this agreement, commencing
August 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 power
line with necessary appurtenances and
attachments, for the transportation of electrical energy, all of which
is hereinafter referred to as the "Facility" upon and across its land and over
its tracks and structures in or near: the Township
of Ann Arbor County of Washtenaw State of Michigan
being at Valuation Station 2508 + 65 Mile Post 47.53
as shown on the print of: The Detroit Edison
Company Dated 3/23/71
Marked RX-4203 attached hereto and made a part hereof,
upon the following conditions.

RECORDED RIGHT OF WAY NO. 26834

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. 26834

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.

Witness:

Charles F. Moberg Jr.

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

Witness:

Ivan W. Gamble
IVAN W. GAMBLE

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. Name 6/3/71

RECORDED RIGHT OF WAY NO. 26834

PROPOSED LINE CROSSING OVER THE Ann Arbor Railroad
IN R.R. 1602 APPROX 200' NW of the center of
Plymouth Ann Arbor Rd and 2575' SW of D.P. #48
SECTION 21 NE 1/4 TOWNSHIP ANN ARBOR
T 2 S R 6 E COUNTY WASHTENAW

EXISTING PERMIT NUMBER ED2-8-6822
APPROX 780' NW of
CITY OF ANN ARBOR

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 SER-
VICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH

MINIMUM CLEARANCES

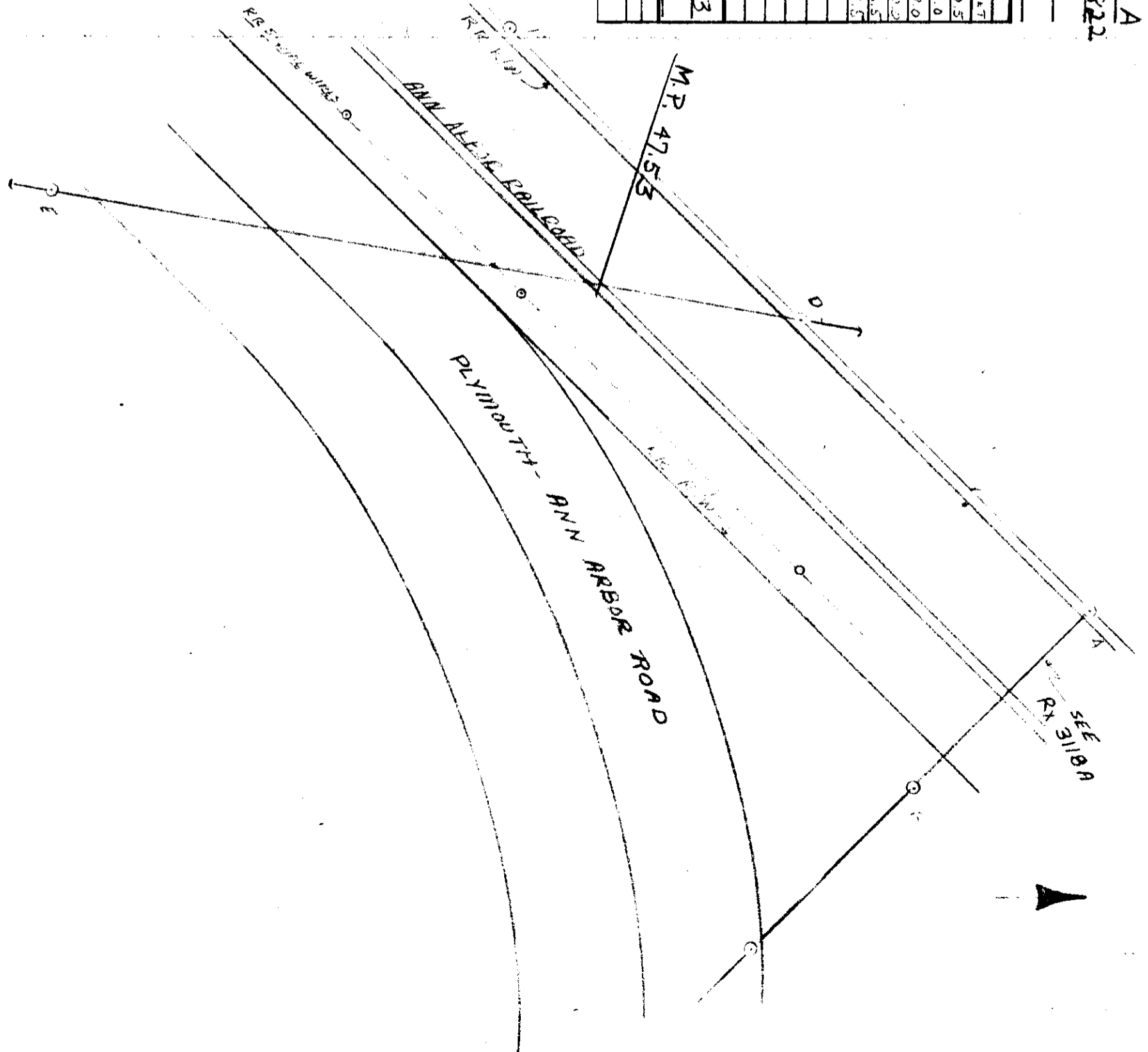
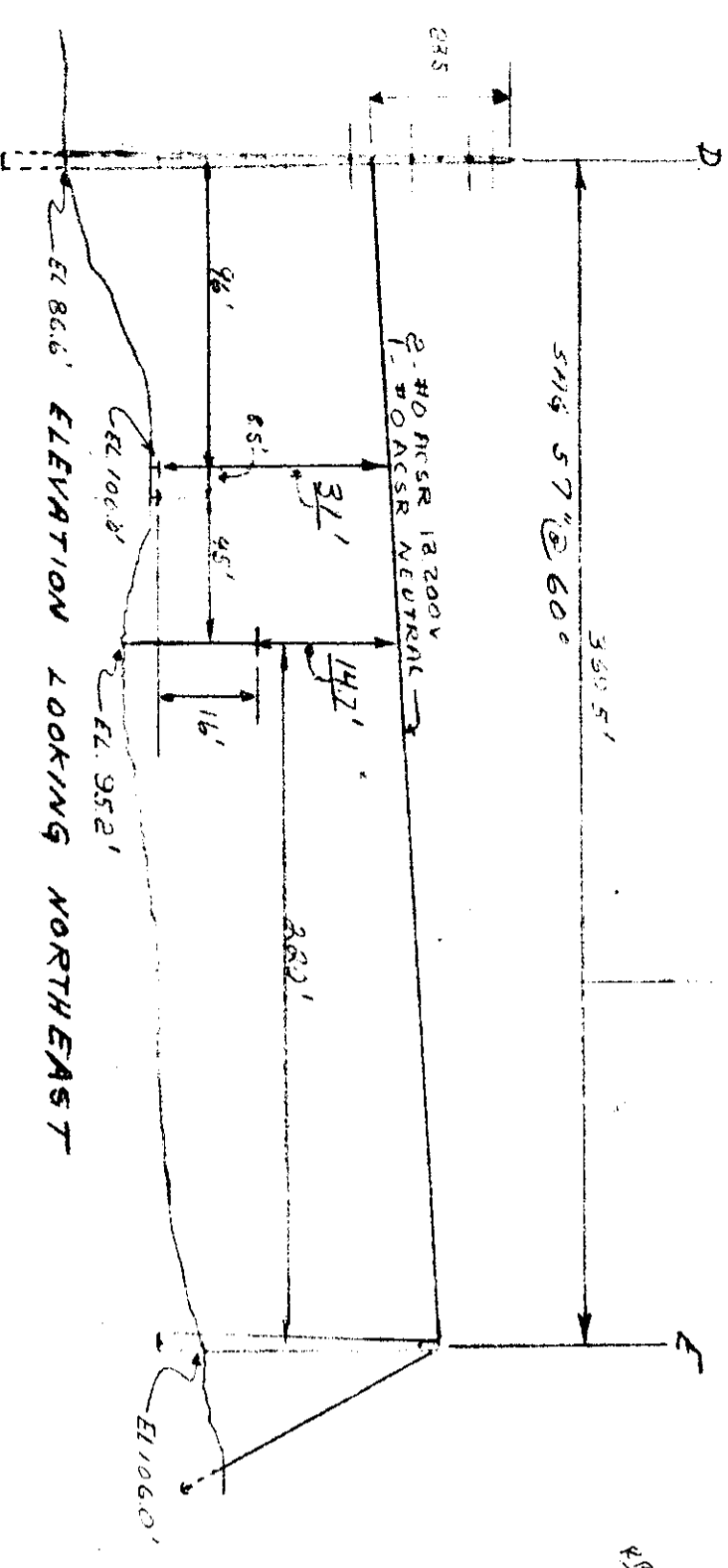
NEAREST POLE TO RAIL	SIDING	7 FT
	MAIN LINE	12 FT
WIRES OVER TRACKS	0-750 VOLTS	27 FT
	750-15,000 VOLTS	28 FT
	15,000-50,000 VOLTS	30 FT
WIRES OVER R. R. SIGNAL	0-750 VOLTS	2 FT
	750-5,700 VOLTS	4 FT
	5,700-50,000 VOLTS	6 FT

CONDUCTORS			POLES					
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE	S.A.T.
SPBL	D-E			A	65'	1	400	19.5
R	0	ACSR	12,000	B	50'	4	"	7.0
	0	ACSR	NEUTRAL	C	50'	2	"	7.0
				D	80'	1	"	10.0
				E	45'	4	"	6.5
				F	75'	1	"	9.5

APPROVED W.K. SHAWMUTER GENERAL ENGINEERING DEPT. DATE 8-7-73

DESIGNED BY H. H. LEECH SITE 14 OVERHEAD LINES DEPT ANN ARBOR

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R.R. TRACKS	STRINGING SAG AT 500'	HEIGHT OF LOWEST CONDUCTOR OVER R.R. TRACKS	R.R. SIGNAL WIRE
DE	367.5'	2 #0 ACSR 18,200 V 1 #0 ACSR NEUT.	57" ES 147	31'	14.7'



PROPOSED LINE CROSSING OVER THE ANN ARBOR RAILROAD EXISTING PERMIT NUMBER NEW CONSTRUCTION
IN PLYMOUTH TOWNSHIP 200' W. OF THE CENTERLINE OF CITY OF ANN ARBOR
PLYMOUTH AVENUE AT AND 25' S.W. OF M.P. #48 T 25 R 6E COUNTY WASHINGTON

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. 1678 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

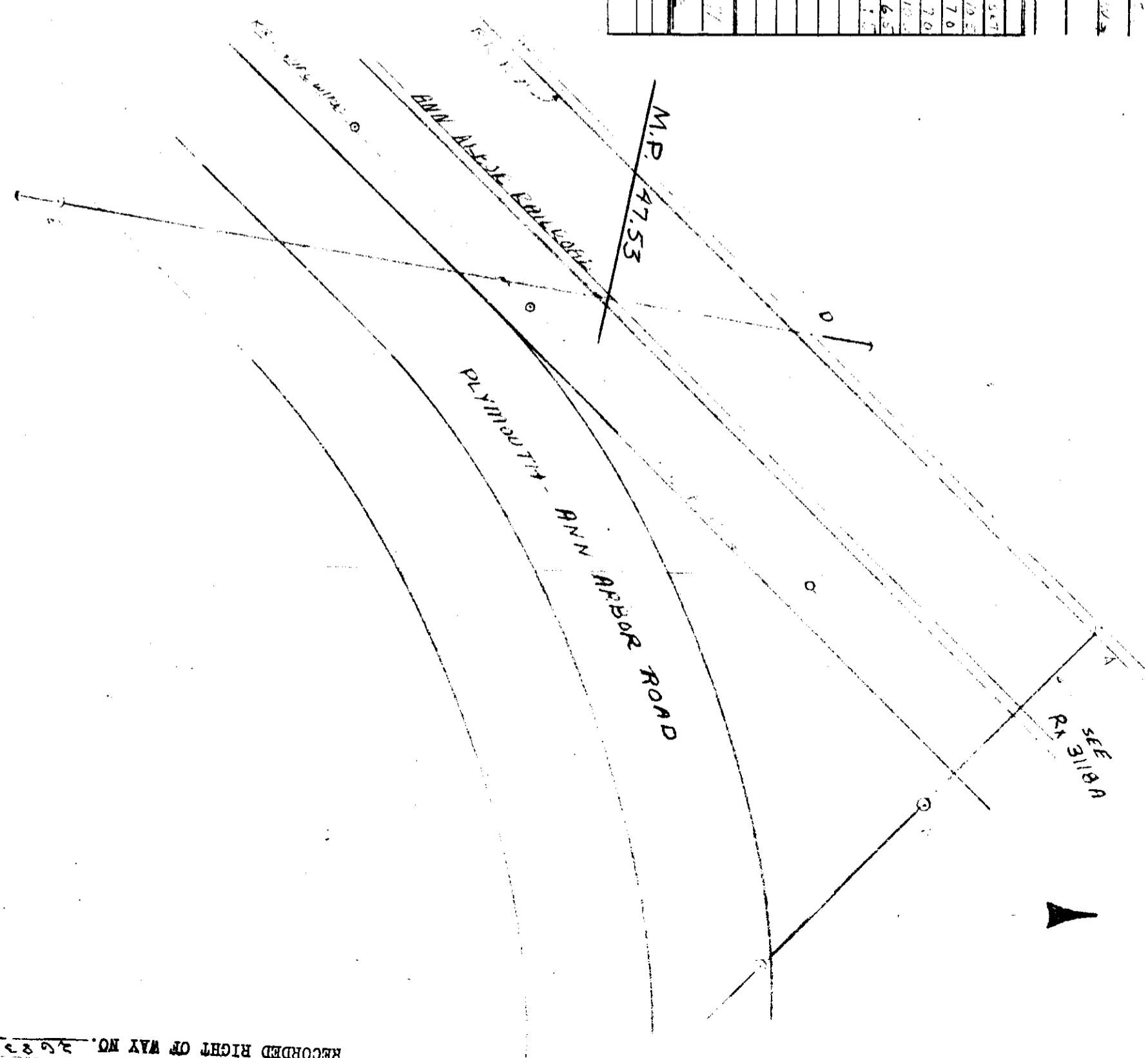
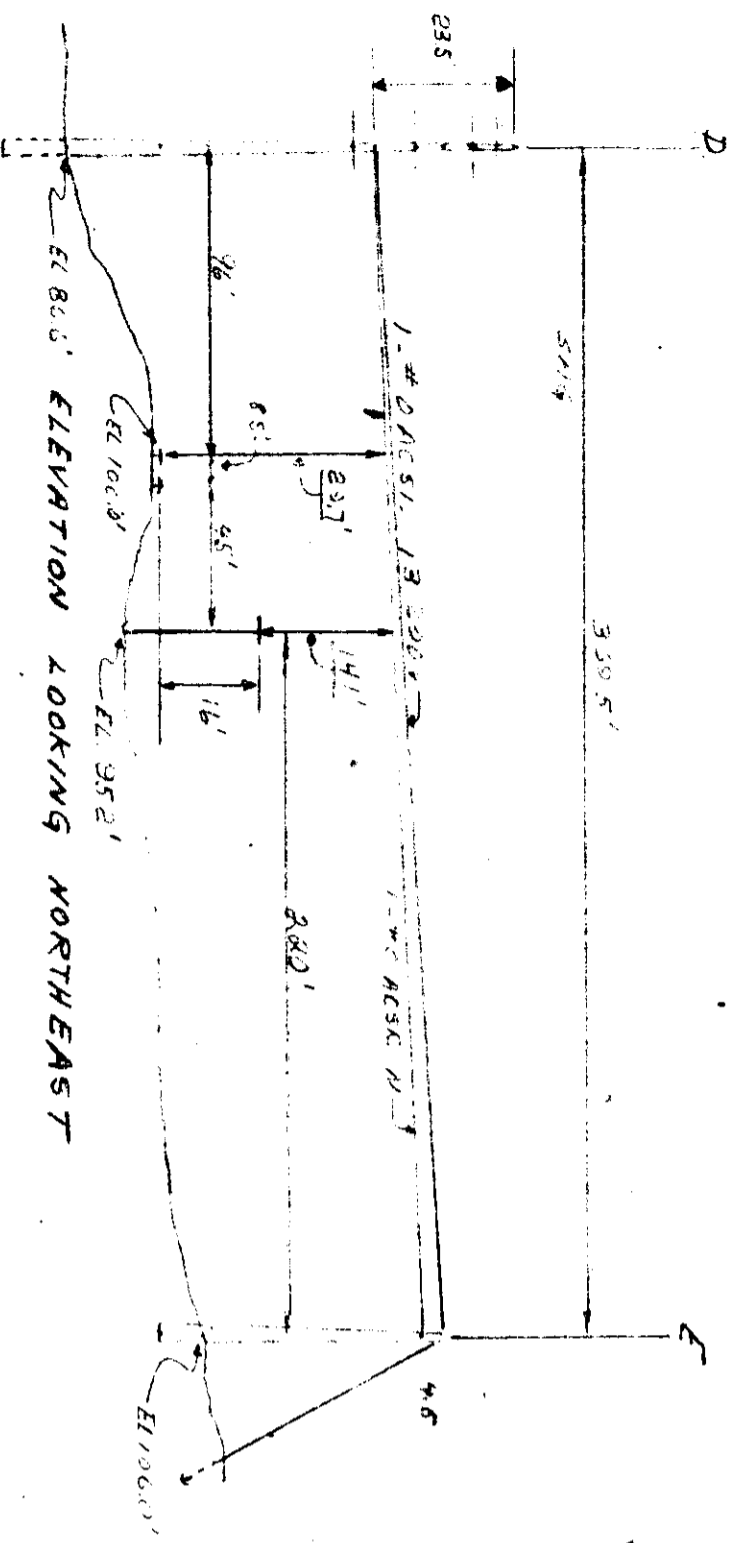
NEAREST POLE TO RAIL	SIDING	7 FT
	MAIN LINE	12 FT
WIRES OVER TRACKS	0 - 780 VOLTS	27 FT
	780 - 18,000 VOLTS	28 FT
	18,000 - 80,000 VOLTS	30 FT
WIRES OVER R. R. SIGNAL	0 - 780 VOLTS	2 FT
	780 - 8,700 VOLTS	4 FT
	8,700 - 80,000 VOLTS	6 FT

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
DE	367.5'	8-# 0.1851 13.200'	57' 5.147'	2971	1411

NUMBER	SIZE	KIND	VOLTAGE	POLES		
				LOCATION	LENGTH	CLASS
SPAN						
1	0	ACSR	14,000	A	56'	1
2	0	ACSR	NEUTRAL	B	50'	4
3	0	ACSR	NEUTRAL	C	50'	2
4	0	ACSR	NEUTRAL	D	80'	1
5	0	ACSR	NEUTRAL	E	45'	4
6	0	ACSR	NEUTRAL	F	75'	1

DESIGNED BY K.W. BOWEN GENERAL ENGINEERING DEPT. DATE 3-28-71
 APPROVED BY W.K. SHARPE GENERAL ENGINEERING DEPT. DATE 3-28-71

ANN
17-4



RECORDED RIGHT OF WAY NO. 26824