

MEMO

DTE Energy
Corporate Real Estate Administration
313-235-7169
313-235-6390 (Fax)

Date: July 29, 2004

To: Iron Mountain

From: LaTonya Causey
Customer ID - DM012
Department ID FA/CRE


Subject: R28375

Please attach this document to R28375 located in box number 276.

If you need additional information, please call me at 313-235-7169.

Thanks,

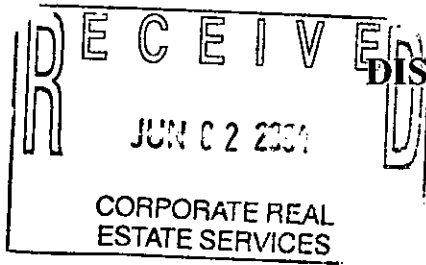
LaTonya

COLUMN	DISTRICT	BUILDING	WAREHOUSE	DM012
	MI	CA	01	
LOCATION ID:	2- N-0001-1-03-02			
INTER	File Seq:0001			
SKP BOX NBR:	72814555	DATA ENTRY - FILE		
B				

Detroit Edison



A DTE Energy Company



DISTRIBUTION OPERATIONS

Project No.	BWS0402745
Location Project No.	BA9322
Railroad Invoice	0571870
OCCPT/RX No.:	Occpt.
RFW	498041/7

Date: March 26, 2004

LaTonya Causey, Records Center
2086 WCB

From: Tom Wilson, SR/WA *sw*
Redford Service Center

Subject: Underground Line Wire Occupation of Railroad Land

Attached are papers related to a revised easement agreement between Detroit Edison and Norfolk Southern Railway Company, Three Commercial Place, Norfolk, Virginia 23510, railroad's PRR's Michigan Line Code 50-5304, between railroad mile post MH-33.28 to MH-33.32, NE ¼ of Section 36, City of Ann Arbor, Ann Arbor Township, Washtenaw County, Michigan.

The revised agreement required a total one time total payment of \$11,714.00. The payment of this amount was sent to the railroad on March 17, 2004 (insurance fee \$1,000.00, administrative/engineering fee \$1,420.00 and one-time easement fee \$9,294.00). The expense was charged against MIK Standard Activity 001230, Resource 122, Source E0352, User E0314 and Sub project E000498041.

Please incorporate copies of the papers related to this new agreement into railroad Records Center recorded ROW File R28375. Thanks

Attachments

cc: Susana Popa (UG Design 520 SB)
George Hathaway

ADDENDUM TO EASEMENT AGREEMENT

NORFOLK SOUTHERN RAILWAY COMPANY, a corporation organized under and existing by virtue of the laws of the Commonwealth of Virginia having its corporate office at Three Commercial Place, Norfolk, Virginia, 23510 (hereinafter referred to as "NS") and **DETROIT EDISON COMPANY**, a Michigan Corporation, with its principal offices located at Redford Service Center, 12000 Dixie Road, Redford, Michigan 48239-2453 (hereinafter referred to as "Grantee").

WHEREAS, Consolidated Rail Corporation (hereinafter referred to as "Conrail") entered into an Easement Agreement with Grantee dated November 23, 1992, NS Custodian No. 104763 (Conrail's Registry No. 304841), recorded on _____ in the County of Washtenaw, State of Michigan, in Deed/Record Book _____, Page _____; and

WHEREAS, by deed dated June 1, 1999, certain property of Conrail was conveyed to Pennsylvania Lines LLC ("PRR"), which includes property affected by the Easement Agreement; and

WHEREAS, under the terms of an Omnibus Capital Contribution, Assignment and Indemnity Agreement dated June 1, 1999, that portion of the Easement Agreement affecting the lines of railroad conveyed to PRR was assigned to PRR, and is operated by NS under the terms of an Operating Agreement of the same date; and

WHEREAS, NS is authorized, with the consent of PRR, to conduct business under the terms of the Easement Agreement, as assigned by Conrail to PRR, pursuant to the terms of the Operating Agreement dated June 1, 1999; and

WHEREAS, by preparation of this Addendum, PRR has consented to addend the aforementioned Easement Agreement in the manner herein set forth.

NOW, THEREFORE, the parties hereto agree as follows:

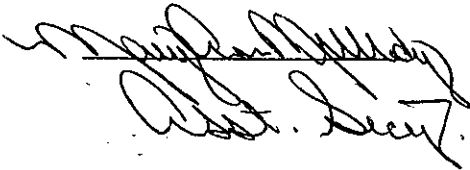
1. The Easement Agreement is hereby modified to include the installation of 236 feet of six (6) 5-inch PVC underground conduit ducts, in which two (2) 5-inch ducts are each carrying one (1) 13.2 kV electrical circuit, one (1) 5-inch duct carrying one (1) 40 kV electric power line, and three (3) 5-inch spare ducts, all encased in 19" x 26" of concrete, one (1) 12' x 6' manhole, and three (3) new cable poles (hereinafter referred to as "Facilities") located on, over, across, or under the land and track of PRR's Michigan Line, Line Code 50-5304, from Milepost MH-33.28 to MH-33.32, in or near Geddes, Washtenaw County, Michigan in accordance with and limited to the installation as shown on Drawings marked Exhibit A & B, Dated March 23, 2004, attached hereto and made a part hereof.

2. The Facilities will be installed and maintained in accordance with the terms and conditions contained in the Easement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM as of the 26th day of March, 2004.

ATTEST:

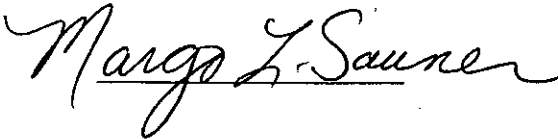
NORFOLK SOUTHERN RAILWAY COMPANY

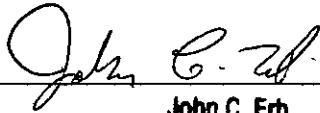

Attest. Secy.

By 
Real Estate Manager

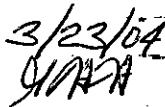
ATTEST:

DETROIT EDISON COMPANY



By 
John C. Erb
Title: Manager Corp. Real Estate Adm.

Activity No. 1065278
Prepared by DMJM+HARRIS
260 South Broad Street
Philadelphia, Pa 19102

APPROVED AS TO FORM 3/23/04 .DATE:

LEGAL DEPARTMENT

Commonwealth of Pennsylvania

} §

County of Philadelphia

On this 26th day of March, 2004, before me, the undersigned officer, personally appeared Karl Autenrieth who acknowledged himself to be the Real Estate Manager of Norfolk Southern Railway Company, a Virginia Corporation, and he as such Real Estate Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Real Estate Manager.

In Witness Whereof, I hereunto set my hand and official seal.

Susan Green

(NOTARIAL SEAL)

NOTARY PUBLIC
NOTARIAL SEAL
SUSAN GREEN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 6, 2007

State of Michigan

} §

County of Wayne

On this 22 day of March, 2004, before me, the undersigned officer personally appeared John L. Erb who acknowledged himself to be th Manager, Corporate Real Estate Administration of Detroit Edison Company, a Michigan corporation, and he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Manager, Corporate Real Estate Administration

In Witness Whereof, I hereunto set my hand and official seal.

Margo L. Sauner
Notary Public

(NOTARIAL SEAL)

MARGO L. SAUNER
Notary Public, Macomb County, MI
Acting in Wayne Co., MI
My Commission Expires April 15, 2007

ck# 125, 126, 127
3/17/04

10,294
1,420

11,714

Sent: Tuesday, March 16, 2004 10:38 AM
To: 'wilson@dteenergy.com'
Subject: price for Geddes Mi

Mr. Wilson

I have worked out a price for the installation at Geddes or Ann Arbor Mi.

This is base on three new three phase 13.2/40kV circuits with new poles and manhole.

One time fee of \$9,294.00 plus insurance of \$1,000 = 10,294.00 Check to be made out to Norfolk Southern Railway Company (ck# 125) (ck# 126)

Another check made out to DMJM+HARRIS for \$1420.00 for administrative cost. (ck# 127)

I will draft the addendum to easement as soon as I get the last revised drawing in the mail.

Jim McKay

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify TechnicalServices@dmjmharris.com

SUPERVISOR ACT/UG 5015030002313 00125
DETROIT-EDISON COMPANY 2-1/710
ATT-R COLEMAN 3/17/2004
2000 2ND AVE RM 560 SB
DETROIT, MI 48226

PAY TO THE ORDER OF Norfolk Southern Railway Co. \$ 9,294.00
Nine thousand two hundred ninety four and 00/100 DOLLARS

BANK ONE CHICAGO, ILLINOIS 60670
MEMO REF: 498041
Proj # 12882 -> Permit Fee (M/H+3DC) E 47067
J. Woodworth/T. Wilson
1:07 10000 13:90 2685 11 00125

NOT VALID FOR OVER \$10,000.00
J. VanDer...

3/17/2004
\$ 1,420.00
NOT VALID FOR OVER \$10,000.00
DMJM+HARRIS
One thousand four hundred twenty
BANK ONE CHICAGO, ILLINOIS 60670
MEMO REF: 498041
Admin Review Fees
J. Woodworth/T. Wilson
1:07 10000 13:90 2685 11 00127

SUPERVISOR ACT/UG 5015030002313 00126
DETROIT-EDISON COMPANY 2-1/710
ATT-R COLEMAN 3/17/2004
2000 2ND AVE RM 560 SB
DETROIT, MI 48226

PAY TO THE ORDER OF Norfolk Southern Railway Co. \$ 1,000.00
One thousand and 00/100 DOLLARS

BANK ONE CHICAGO, ILLINOIS 60670
MEMO REF: 498041
INSURANCE FEE (M/H+3DC) E 47067
J. VanDer...

NOT VALID FOR OVER \$10,000.00

Redford Service Center
12000 Dixie Rd., Redford, MI, 48239-2453

Detroit Edison



DISTRIBUTION OPERATIONS

February 6, 2004

DMJM+HARRIS
NS Pipe & Wire Administrator
260 South Broad Street, Suite 1500
Philadelphia, PA 19102

Re: Wire Crossing, Easement Addendum Agreement Request

Dear DMJM+HARRIS:

The Detroit Edison Company requests your agreement to add facilities and revise an easement for the construction of new underground line facilities, including 2 manholes, conduit encased in concrete, a total of 6 new cable poles, while removing 5 old cable pole, along your tracks and property, in the NE ¼ of Section 36, City of Ann Arbor, Ann Arbor Township, Washtenaw County, Michigan, as described on the enclosed drawings and information forms.

1. Location: East of, West of and crossing Dixboro Road, south side of tracks.
2. Detroit Edison Project and Crossing Nos.:BWS0402745, OCCPT
3. This is a revision of an existing occupation agreement (Previous Conrail Permit No. 5718702, Registry 173678 /Date: September 27, 1972, converted to an easement in 1992. Information on this agreement is retained in Edison ROW File No. R28375.
4. Please indicate your:
 - R.R. Valuation Station No. _____
 - R.R. Mile Post No. _____ 32W
 - Will a Flagman or Inspection be required? _____

Your Lump Sum easement consideration fee will follow.

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

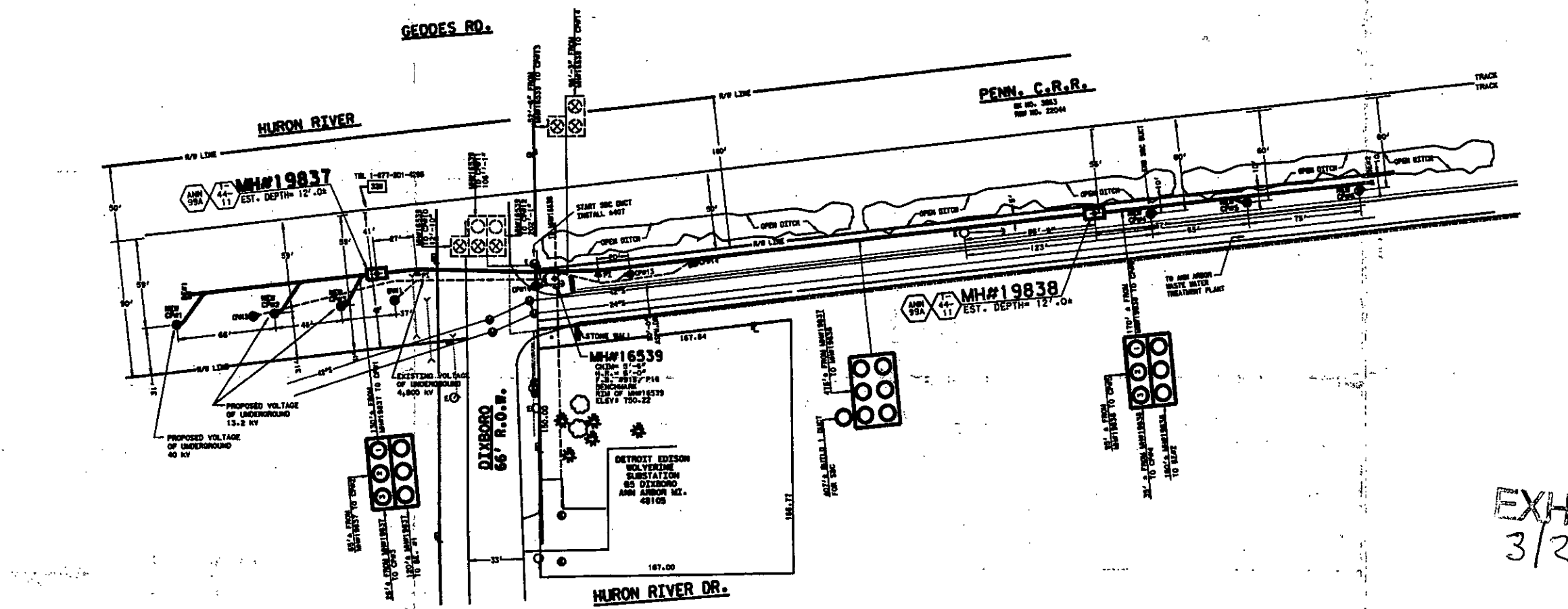
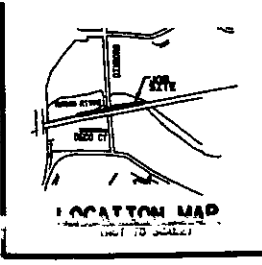
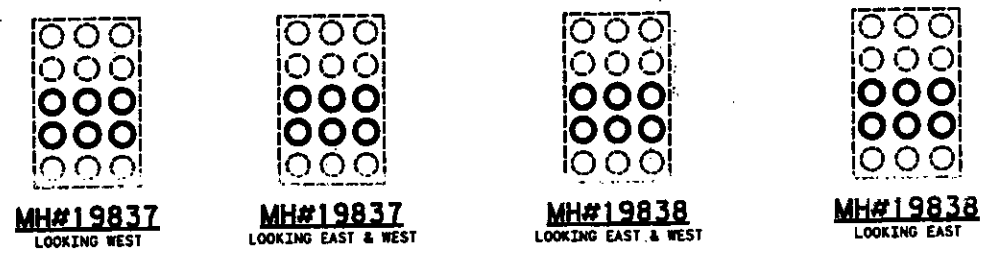
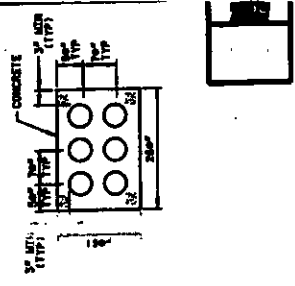
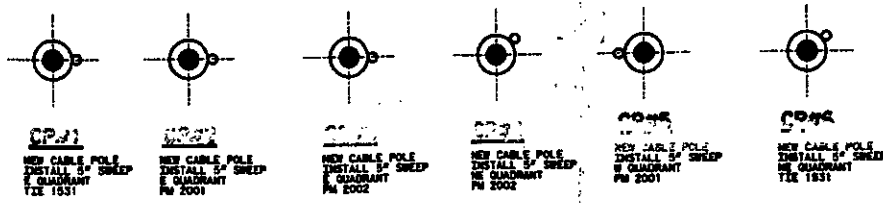
Michigan law requires you to respond within 90 calendar days of the receipt of this request.

I will provide a copy of the December 2, 1992 letter agreement, tied to the 1992 master Conrail easement document, if needed and an example Easement Addendum to be used for new easements, for your review. If you have any questions, please contact me on (313) 235-2168.

Sincerely,

Thomas Wilson, SR/WA
Real Estate Facilitator
Wilsont@dteenergy.com

cc Susana Popa (UG Design 520 SB))
Attachments



BENCHMARK:
MH#15539
ELEV: 750.22

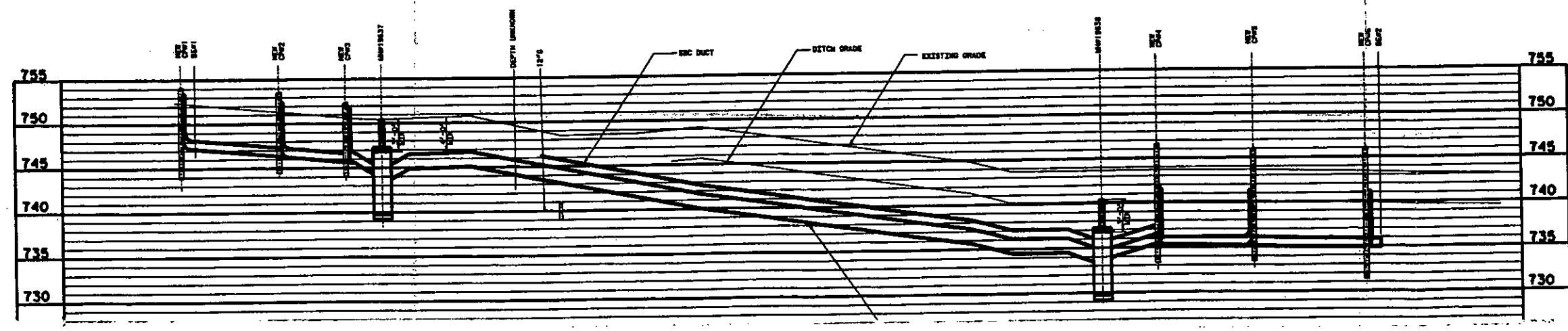
NOTES:

- ALL CONDUIT TO BE 5" PVC CONDUIT ENCASED IN CONCRETE UNLESS OTHERWISE SPECIFIED.
- ALL DISTURBED AREAS TO BE RESTORED TO THEIR ORIGINAL CONDITION.
- ALL HORIZONTAL BENDS TO BE 10' RADIUS UNLESS OTHERWISE SPECIFIED.
- MAINTAIN 1' VERTICAL CLEARANCE ON ALL UTILITY CROSSINGS.

PERMITS REQUIRED:
WASHTENAW CO. NO CONDEMNATION
CITY OF ANN ARBOR

NOTE TO FIELD:
CONSTRUCTION & FIELD PERSONNEL ARE NOT AUTHORIZED TO DEVIATE FROM OR CHANGE THIS DESIGN WITHOUT FIRST CONTACTING EITHER THE DESIGNER: SUZANA POPA (4315) 230-0177 OR THE ENGINEER: SUZANA POPA (4315) 230-0177 ON 120 VANDERBROUCKE AT (313) 233-6306

EXHIBIT A
3/23/04



★
STOP
THINK
ACT
REVIEW

LEGEND

- CONDUIT
- MANHOLE
- DITCH
- EXISTING GRADE
- PROPOSED GRADE
- 500 DUCT
- 500T

75910
RECORDED R/W FILE NO.

OVERHEAD DETAILS

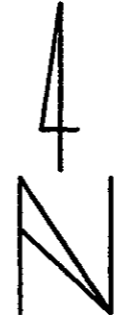
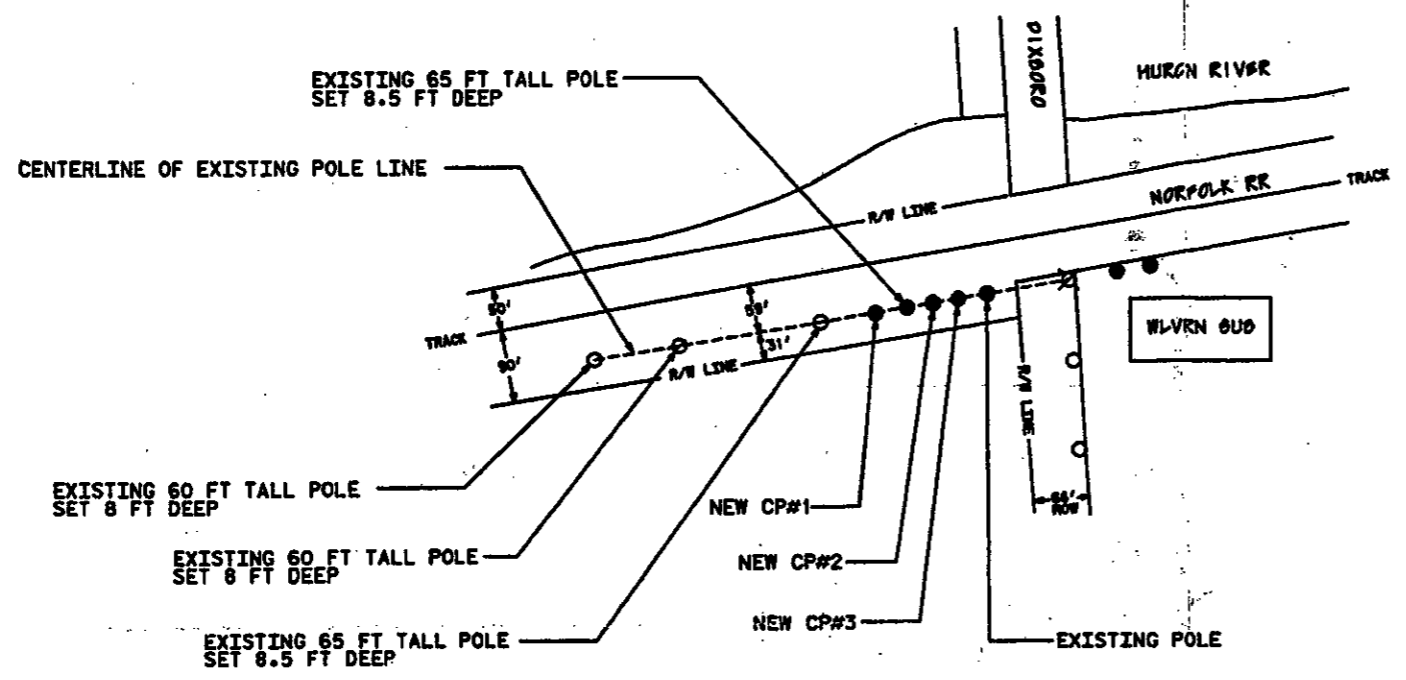
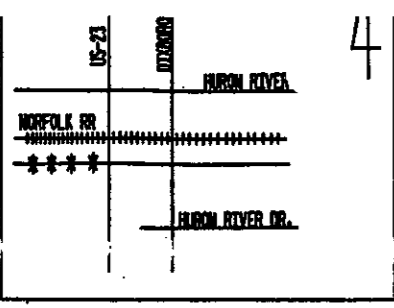
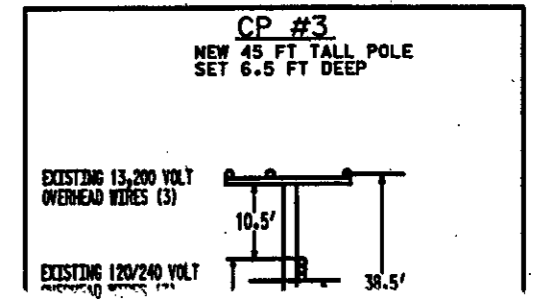
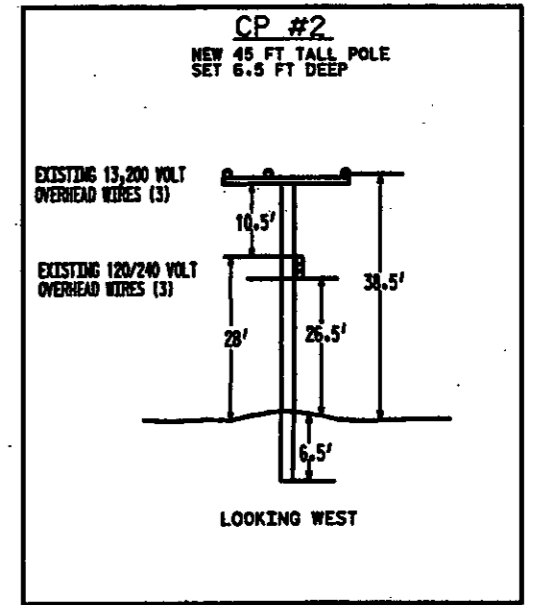
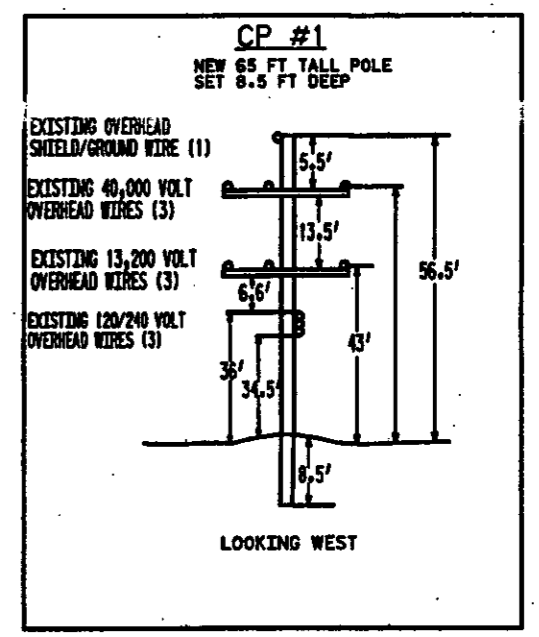
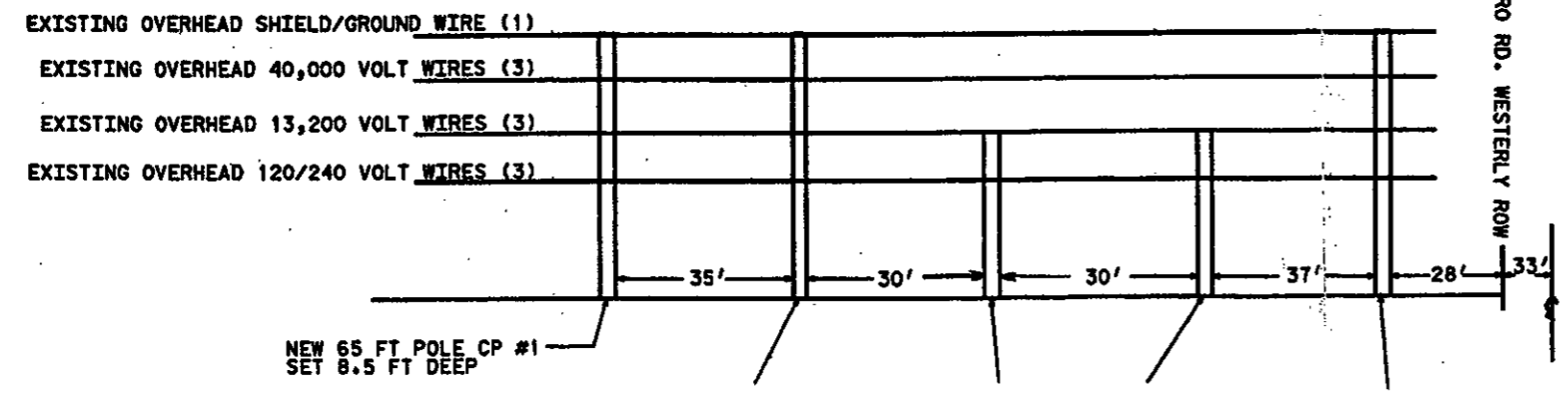


EXHIBIT B

3/23/04

PROFILE - LOOKING NORTH



INTERDEPARTMENT CORRESPONDENCE
Real Estate and Rights of Way Dept.
January 10, 1973

TO RECORDS CENTER:

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

Penn Central Transportation Company R.R. File NO-DE-069

Facilities Covered:

- (1) Twelve 5" Concrete Encased Fiber Ducts in 36" Steel Sleeve. Four Ducts to be occupied with one circuit of 40,000-volt and three circuits of 13,200-volt wires. Eight ducts will be vacant.
- (2) Four 5" Concrete Encased Fiber Ducts and Two Cable Poles. Three ducts to be occupied with three circuits of 13,200-volt wires. One duct will be vacant.

Specific Location:

Item (1) under tracks and Item (2) parallel to tracks located at Dixboro Road and Huron River.

R. R. Valuation Station 1757+67 Mile Post _____
 City/Village _____ Township Ann Arbor, NE 1/4 Section 36
 County Washtenaw Detroit Edison Plan No. U3-5-7929A
 Agreement/~~Permit~~ Date 9-27-72 R. R. Plan No. Used DE Plan
 Preparation Fee \$120.00 Annual Rental \$254.00 Effective 9-1-70
 Supersedes and Cancels Agreement dated _____

Attached Agreement 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.

1-24-73
 GE

I. W. Gamble
 I. W. Gamble, Assistant to Director

HLB
Encl.

RECORDED RIGHT OF WAY NO. 28375

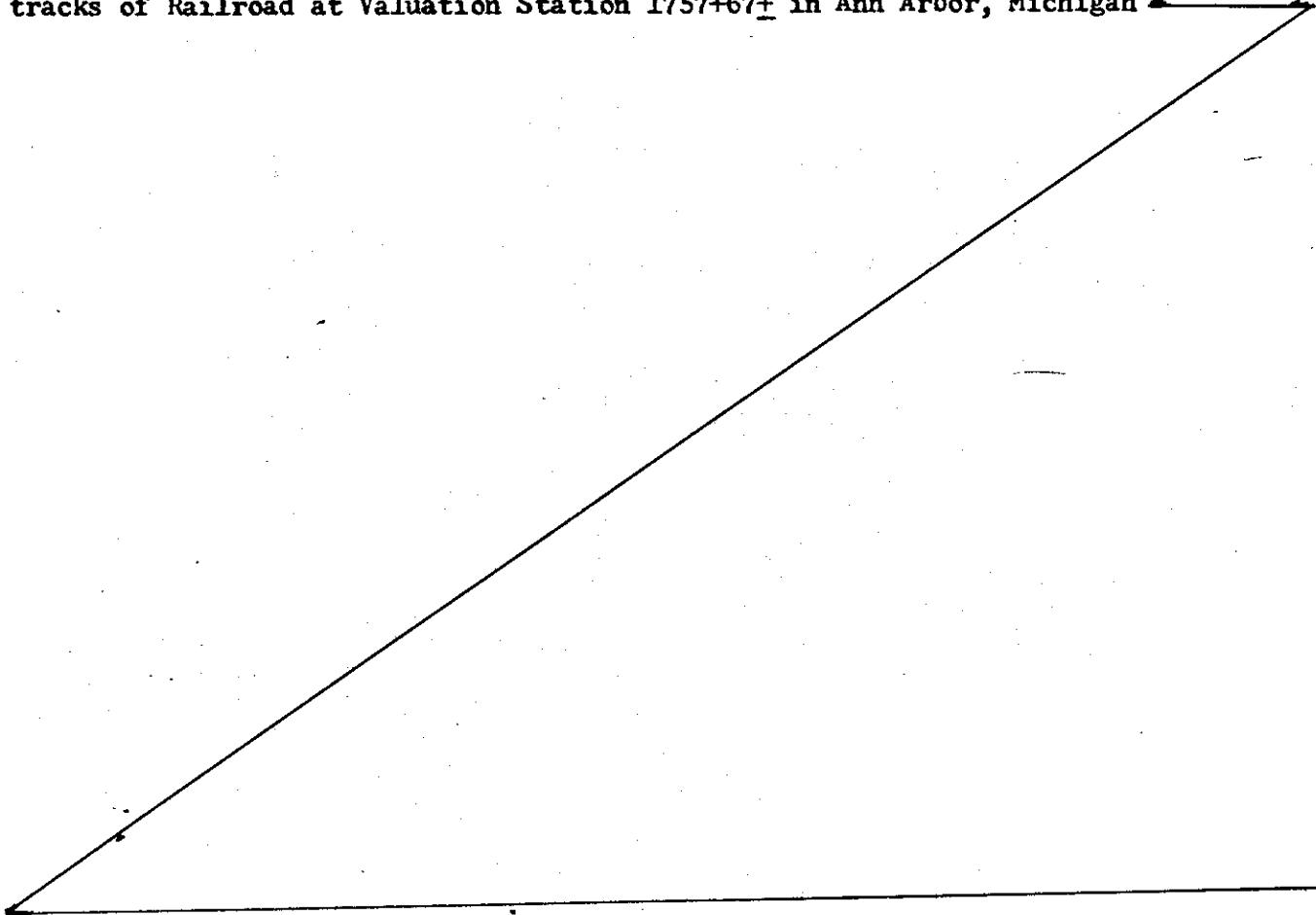
**LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE
TRANSVERSE CROSSINGS AND LONGITUDINAL
OCCUPATIONS**

THIS AGREEMENT, made this 27th day of September, 1972, between George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in reorganization under Section 77 of the Bankruptcy Act, lessee of The Michigan Central Railroad Company,

parties of the first part (hereinafter called "Railroad") and THE DETROIT EDISON COMPANY, a New York and Michigan corporation

, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove twelve (12) 5-inch concrete encased fibre ducts, encased in a 36-inch steel pipe, four (4) 5-inch fibre ducts and two (2) cable poles through the lands and under and across the roadway and tracks of Railroad at Valuation Station 1757+67+ in Ann Arbor, Michigan



RECORDED RIGHT OF WAY NO. 28375

in accordance with ~~construction plans~~ drawings U3-5-7929-A submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. File No. DE-069, dated September 2, 1970, marked Exhibit "A", attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of **One hundred twenty Dollars (\$ 120.00)** as reimbursement for the costs and expenses incident to the preparation of this Agreement, together with the further sum of **Two hundred fifty-four Dollars (\$ 254.00)** per year as minimum annual rental, which said sum shall be payable annually in advance, commencing as of **September 1, 1970**.

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

RECORDED FROM CE 1047 NO. 28375

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (A) And the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES - - - - - whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.

(B) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. The Licensee shall, at its sole cost and expense, upon request in writing of the Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the

RECORDED HIGH OF WAY NO. 28375

original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then the said Licensee shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the Railroad as may be required by the said Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad may make such repairs or adjustments or changes in location and provide necessary material therefor.

10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property and right-of-way, and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.

11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

14. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page one without the consent and agreement in writing of the Railroad being first had and obtained.

15. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this agreement and the permission and privilege hereby granted shall absolutely cease and terminate.

16. This Agreement shall take effect as of the first day of September A.D. 1970 .

RECORDED FIRST OF MAY NO. 28375

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 14 of this Agreement.

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

George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, lessee of The Michigan Central Railroad Company

WITNESS:

W. P. Wilson

By: C. E. Defendorf
C. E. Defendorf, Chief Engineer

~~WITNESS:~~ WITNESS!

THE DETROIT EDISON COMPANY

Ivan W. Gamble
IVAN W. GAMBLE

By: W. C. Arnold
Its W. C. ARNOLD, DIRECTOR
Real Estate and Rights of Way Dept.

APPROVED BY THE BOARD OF DIRECTORS

Beagen 12-26-72

RECORDED RIGHT OF WAY NO. 288375



TRANSPORTATION
PENN CENTRAL COMPANY
ROOM 601 SIX PENN CENTER PLAZA
PHILADELPHIA, PENNSYLVANIA 19104
DIRECT TELEPHONE INQUIRIES TO THE OFFICE OF
AGREEMENT ENGINEER, (215) 594-1753.

The Detroit Edison Co.
2000 Second Avenue
Detroit, Michigan 48226

DATE: September 2, 1970
FILE: DE-069

RECORDED RIGHT OF WAY NO. 28375

ATTENTION: Mr. I. W. Gamble
Supr. Right of Way

GENTLEMEN:

REFERENCE IS MADE TO YOUR LETTER DATED January 21, 1970 ATTACHING COPIES OF YOUR DRAWING U3-5-5998-4 7929A INDICATING YOUR PROPOSED INSTALLATION OF twelve (12) 5" concrete encased fibre ducts, encased in a 36" steel pipe along with four (4) 5" fibre ducts and 2 cable poles located at RR valuation Station 1757+67 near Dixboro Rd. in Ann Arbor Township, Michigan.

WE HAVE NO OBJECTIONS TO THE INSTALLATION AS MENTIONED ABOVE WITH THE UNDERSTANDING THAT YOU WILL ENTER INTO OUR USUAL FORM OF REVOCABLE AGREEMENT WHEN PRESENTED, PROVIDING FOR A PREPARATION FEE OF \$ 120.00 AND AN ANNUAL RENTAL OF \$ 254.00

SHOULD YOU DESIRE TO PROCEED WITH THE INSTALLATION PRIOR TO THE EXECUTION OF THE AGREEMENT, WE WOULD HAVE NO OBJECTIONS WITH THE FURTHER UNDERSTANDING THAT YOU WILL REIMBURSE OUR COMPANY FOR ANY EXPENSE IT MAY INCUR ACCOUNT OF SAID INSTALLATION AND THAT YOU SHALL IN NO INSTANCE BE RELIEVED FROM MAKING SUCH PAYMENTS BY ANY THIRD PARTY OR PARTIES AGREEING IN ANY MANNER TO ASSUME OR PAY SAME, THE WORK WILL BE PERFORMED IN A SAFE AND SATISFACTORY MANNER, YOUR COMPANY TO ASSUME ALL LIABILITY IN CONNECTION WITH THE WORK, AND THAT YOU WILL NOTIFY: A.R Hermann, Division Engineer, Jackson, Michigan. Phone (517) 789-9171 ext. 212 AT LEAST seven (7) DAYS PRIOR TO STARTING WORK.

IT IS TO BE UNDERSTOOD THAT CONSTRUCTION OF THE ABOVE MENTIONED FACILITY SHALL BE IN ACCORDANCE WITH "SPECIFICATIONS FOR PIPE LINE OCCUPANCY OF PENN CENTRAL TRANSPORTATION COMPANY PROPERTY No. CE-8 DATED JUNE 1970."

IF THE ABOVE CONDITIONS ARE SATISFACTORY, PLEASE HAVE AN AUTHORIZED OFFICIAL OF YOUR COMPANY INDICATE ACCEPTANCE IN THE SPACE PROVIDED ON THE DUPLICATE OF THIS LETTER AND RETURN IT TO THIS OFFICE, IT BEING UNDERSTOOD THAT NO WORK CAN BE STARTED UNTIL SIGNED DUPLICATE OF THIS LETTER IS RECEIVED BY THIS OFFICE AND THE ABOVE MENTIONED NOTIFICATION PROCEDURE IS FOLLOWED.

VERY TRULY YOURS,

C. E. Defendorf
C. E. DEFENDORF,
CHIEF ENGINEER

ACCEPTED

SEP 15 1970

I. W. Gamble

I. W. GAMBLE
SUPERVISOR OF RIGHTS OF WAY
PROPERTIES AND RIGHTS OF WAY DEPARTMENT

COPY TO U.G.L.

R. BURTON

9-15-70

JAN 19 1970

PLEASE SECURE RIGHT OF WAY AS FOLLOWS:

PROP. & R/W DEPT.
DATE January 13, 1970

LOCATION Dix Boro Road crossing the Penn. Central R.R.

APPLICATION NO. _____

CITY OR VILLAGE _____

DEPT. ORDER NO. _____

TOWNSHIP Ann Arbor

COUNTY Washtenaw

O. F. W. NO. _____

DATE BY WHICH RIGHT OF WAY IS WANTED 3-6-70

BUDGET ITEM NO. _____

THIS R/W IS _____ % OF TOTAL PROJECT NO. _____ ACCUM. _____ %.

JOINT RIGHT OF WAY REQUIRED YES NO

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED Install 12-5" concrete-encased fibre ducts across the Penn Central Railroad Right-of-Way at Dixboro Road. Crossing under the two sets of tracks will be done by pushing 38' of 36" steel sleeve as shown on Drawing U3-5-5998. The top of sleeve to be approx. 7' below base of rail. Also install 4-5" concrete-encased fibre ducts to 2 cable poles in the Penn Central R.R. R/W 33' N. of the S. R/W line, W. of Dixboro Rd. Work shown on Drawings U3-5-7929 A, B and U3-5-5998.

Install underground conduit.

William R. Yelton
SIGNED William R. Yelton

Asst. Gen. Supt.
OFFICE

Transmission & Distribution
DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

Right of Way secured as requested from Penn Central Transportation Railroad subject to letter from them dated 9-2-70, copy attached. Contacts by Ivan W. Gamble

RECORDED RIGHT OF WAY NO.

Letter of Permission DE 069 to Records Center with Agreement

PERMITS IN GENERAL FILES _____ R/W DEPT. FILE _____ GRANTOR _____

NO. OF PERMITS _____ NO. OF STRUCTURES _____ NO. OF MILES _____ PERMITS TO MBT _____

DATE September 17, 1970

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

88376



PENN CENTRAL TRANSPORTATION COMPANY

GEORGE P. BAKER, RICHARD C. BOND, JERVIS LANGDON, JR., ~~WILLIAM W. WOOD~~, TRUSTEES

CHIEF ENGINEER
ROOM 600
SIX PENN CENTER PLAZA
PHILADELPHIA, PA. 19104

DATE: January 5, 1973

FILE: NO-DE-069

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

I. W. GAMBLE

ps
JAN 8 1973

ATTENTION: Mr. I. W. Gamble

R/C & R/W DEPT:

Gentlemen:

Attached, for your records, is fully executed copy of an agreement between your Company and our company dated Sept. 27, 1972, covering twelve (12) 5-inch concrete encased fibre ducts, encased in a 36-inch steel pipe, four (4) 5-inch fibre ducts and two (2) cable poles at V.S. 1757+67±, in Ann Arbor, Michigan.

Very truly yours,

J. T. Sullivan
J. T. Sullivan
Chief Engineer

Encl.

RECORDED RIGHT OF WAY NO. 28375

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

December 28, 1972

Railroad File No. NO-DE-069

Mr. J. T. Sullivan, Chief Engineer
Penn Central Transportation Company
Room 600 Attention Desk No. 3
Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

Dear Mr. Sullivan:

We are returning agreement/~~permit~~ in duplicate, covering our facilities
under
~~your~~ your tracks and/or right of way as shown on our Plan U3-5-7929-A,
and located as follows:


In Railroad property and right of way near Dixboro Road.

Railroad Valuation Station 1757+67.

City/Village _____ Township, Ann Arbor,
County Washtenaw. The agreement/~~permit~~ has been signed for
our Company.

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

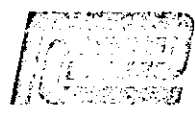
Yours very truly,


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

HLB
Encl.

RECORDED RIGHT OF WAY NO.

28375



PENN CENTRAL TRANSPORTATION COMPANY
GEORGE P. BAKER, RICHARD C. BOND, JERVIS LANGDON, JR., WILLARD WIRTZ, TRUSTEES

CHIEF ENGINEER
ROOM 600
SIX PENN CENTER PLAZA
PHILADELPHIA, PA. 19104

Date: December 5, 1972

File: NC-DE-069

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attn: Mr. I. W. Gamble

I. W. GAMBLE

ls
DEC 8 1972

R/E & R/W DEPT:

Gentlemen:

Attached, in duplicate, is proposed agreement dated September 27, 1972 between your Company and our company, covering twelve 5-inch concrete fibre ducts, encased in a 36-inch steel pipe, four 5-inch fibre ducts and two cable poles at V.S. 1757+67+ in Ann Arbor, Michigan.

Please arrange to have both copies executed and attested on behalf of your Company and return to this office for similar handling by our company. A fully executed copy will be sent to you for your records in due course. It is important that the attestation be completed.

Very truly yours,

J. T. Sullivan
J. T. Sullivan
Chief Engineer

Encl.

*120 by
254 R. T. ...
9-1-70 Effective*

RECORDED RIGHT OF WAY NO. 28375

August 19, 1970

Mr. C. E. Defendorf
Penn Central Transportation Co.
Room 600, Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

File No. NO-DE-069

Attention: Desk 3

Dear Mr. Defendorf:

We refer to your letter of August 4, 1970 regarding our request of January 21, 1970 to install underground installation at railroad valuation station 1757 + 67 near Dixboro Road, Ann Arbor Township, Washtenaw County, Michigan.

We are in accordance with your request as stipulated in your letter as to thickness of casing and the extension from center line of track. However, cable poles 4 and 5 are existing in the present pole line at this location and we would wish to utilize them in their present position.

May we have your permission to proceed with this work.

Yours very truly,



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

IWG:dmk

DIANE. CHECK WITH HAZEL BEFORE PROCESSING FILE 88, 9-15-70

RECORDED RIGHT OF WAY NO.

28375



PENN CENTRAL

CHIEF ENGINEER
ROOM 600
SIX PENN CENTER PLAZA
PHILADELPHIA, PA. 19104

August 4, 1970

Desk 3

I. W. GAMBLE

IG

AUG 7 1970

PROP. & R/W DEPT.

File: NO-DE-069

Mr. I. W. Gamble
Supervisor of Right of Way
Properties and Rights of Way Dept.
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Gamble:

Your proposal, submitted to our Detroit office on January 21, 1970, to install twelve (12) 5-inch concrete encased fibre ducts, encased in a 36-inch steel pipe along with four (4) 5-inch fibre ducts and two cable poles located at Railroad valuation station 1757+67 near Dixboro Road in Ann Arbor Township, Washtenaw County, Michigan, has been referred to this office.

The 36-inch diameter casing should have a wall thickness of 0.532 inches minimum. The 3/8 inch thickness shown in your plan U-3-5-5993 is not acceptable.

The casing should also extend 25 ft. minimum from center line of track.

We would also like cable poles 4 and 5 located closer to the south right-of-way line, if possible.

We are sorry it has taken so long to make this reply, and we hope the reorganization of our department will result in progressing your applications more speedily.

All future applications for wire and pipe installation should be forwarded to:

C. E. Defendorf, Chief Engineer
Penn Central Transportation Company
Room 600, Six Penn Center Plaza
Philadelphia, Pa. 19104, ATTN: Desk 3

Very truly yours,

C. E. Defendorf

C. E. Defendorf, Chief Engineer

Copy to ...

RECORDED RIGHT OF WAY NO. 28315

January 21, 1970

Mr. W. G. Jones
Regional Engineer
Design and Construction
Penn Central Company
Penn Central Terminal
Detroit, Michigan 48216

Dear Sir:

We respectfully request permission to install twelve five-inch concrete incased fiber ducts under your tracks at Dixboro Road, Ann Arbor Township, Washtenaw County, Michigan.

This proposed construction will be done by pushing 38 feet of 36-inch steel sleeve under your rail as shown on our Drawing #U3-5-5998. The top of the sleeve will be approximately seven feet below the base of rail.

Other construction will consist of installing four five-inch concrete incased fiber ducts and two cable poles on Penn Central property 33 feet North of the South right of way line and West of Dixboro Road. This work is indicated on the enclosed Drawing U3-5-7929A and B.

If this proposed construction meets with your approval, would you please grant us the necessary permission as outlined.

Yours very truly,

{ 12 ducts under track
 using 4 ducts

{ 4 ducts parallel tracks
 using 3 ducts

I. W. Gamble

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

JVS-ck

Enclosures

1 contact ^{ducts} (1)
3 wires (3)

40 KV under tracks
13.2 KV " " "

13.2 KV parallel to tracks

*Approved
I. W. Gamble
9-1-70
JVS*

RECORDED RIGHT OF WAY NO.

283750

6-1-70
JVS

File No DE-069

EXHIBIT "A"
9-2-70

B.M. ELEV. = 750.93
TOP OF 3/4 BRASS PLUG
IN CONC. WALKWAY.

PRESENT TRANSF
TO BE REPLACED

YPSILANTI
WATER PUMPING
STATION

TO CUSTOMER'S
TRANSFORMER

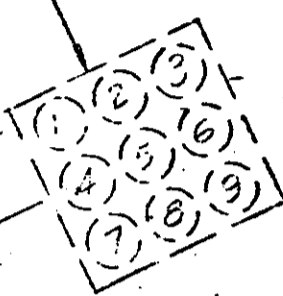
JOINT -OLE
C22

2-TAIL RACE

CABLE POLE #3
EXISTING SWP
TO BE REMOVED

Detroit Edison
Job # 69-011
Drawing number
U3-5-7929-A
ANN ARBOR TWP
DIXBERG RD
MISO
of PCAR

CONNECT TO CORRE.
NEW DUCTS



EXISTING D.E. #1

134
UDI 2673

13

RECORDED RIGHT OF WAY NO. 8375

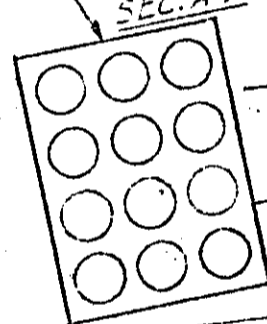
Pole

PLACE TO BE
REMOVED

UDI 2673-1

Crossing
Sta. VS 1751+67
of M.P.

AS PER
SEC. A-A



35' TO PT. "C"

4' TO PT. "D"

PT. "C"

PT. "D"

LIMESTONE FILL

DITCH

SLOPE

TO C.P. #6

TO C.P. #6

TO C.P. #6

TO C.P. #6

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DIXBORO RD 66' WD

CABLE POLE #4
(TO BE SET TO REPLACE EXISTING POLE)
INSTALL 2-5" SWPS ON E. FACE.

CABLE POLE #5
(EXISTING POLE)
INSTALL 2-5" SWPS ON E. FACE.

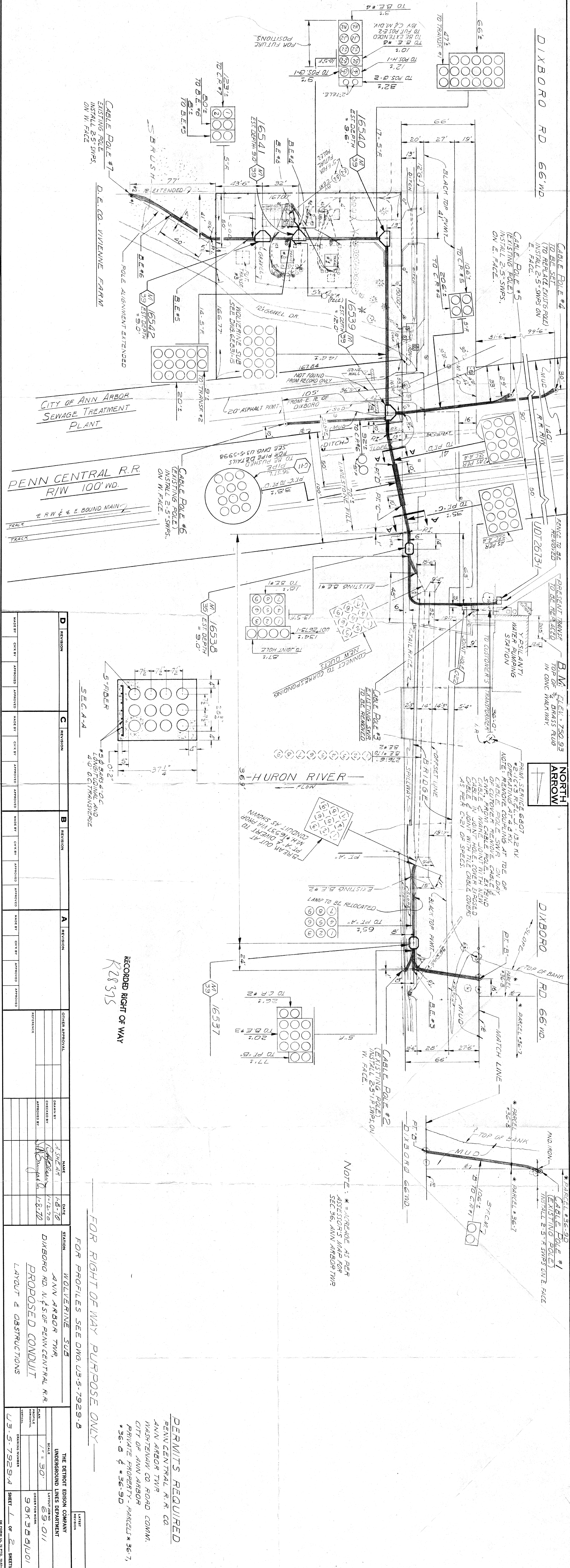
CABLE POLE #6
(EXISTING POLE)
INSTALL 2-5" SWPS ON W. FACE.

CABLE POLE #7
(EXISTING POLE)
INSTALL 2-5" SWPS ON W. FACE.

CABLE POLE #3
(EXISTING POLE)
INSTALL 2-5" SWPS ON W. FACE.

CABLE POLE #1
(EXISTING POLE)
INSTALL 2-5" SWPS ONE FACE

CABLE POLE #2
(EXISTING POLE)
INSTALL 2-5" SWPS ON W. FACE.



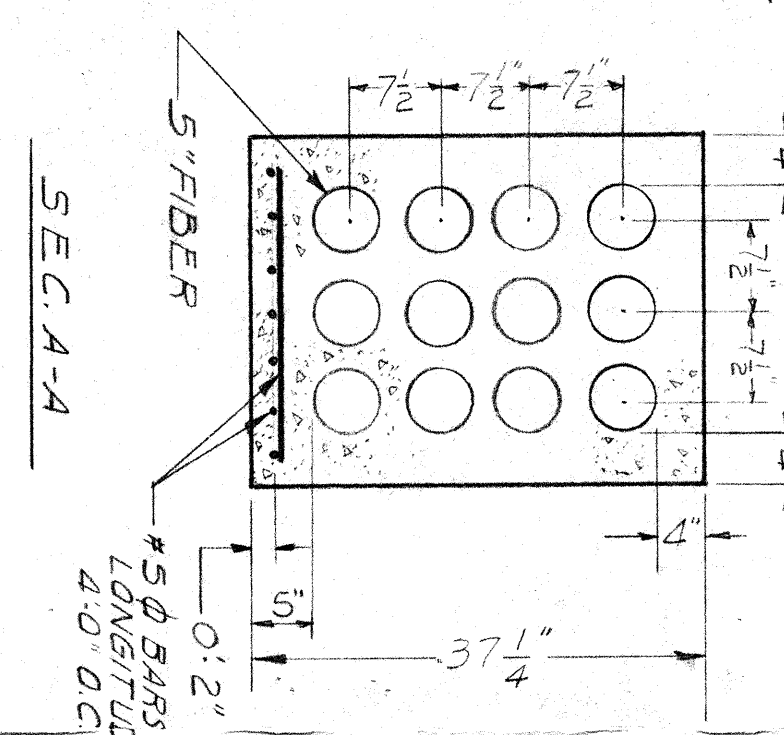
NORTH
ARROW

DIXBORO RD 66' WD

DIXBORO RD 66' WD

DIXBORO RD 66' WD

REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION	REVISION
D	C	B	A						
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APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED	APPROVED



RECORDED RIGHT OF WAY
R28375

FOR RIGHT OF WAY PURPOSE ONLY
FOR PROFILES SEE DWG U3-5-7929-B

PERMITS REQUIRED
PENN CENTRAL R.R. CO.
ANN ARBOR TWP
WASHINGTON CO ROAD COMM.
CITY OF ANN ARBOR
PRIVATE PROPERTY - PARCELS * 36-7,
* 36-8 & * 36-9D

DATE	NAME	STATION	OTHER APPROVAL
18-70	J. STE. JR.	ANN ARBOR TWP	
1-2-70	J. STE. JR.	DIXBORO RD. N.45.00 PENN CENTRAL R.R.	
1-8-70	J. STE. JR.	PROPOSED CONDUIT	
1-8-70	J. STE. JR.	LAYOUT & OBSTRUCTIONS	

SCALE	UNDERGROUND LINES DEPARTMENT	DRAWING NUMBER	SHEET
1" = 30'	LAYOUT JOB NO. 69-011	U3-5-7929-A	1 OF 2 SHEETS

