

Project No.: BA0961
R/R Proj. No.: RX4651

Date: April 22, 1992
To: Records Center
From: M. C. Venetis *MV*
Subject: Additional Papers for Records Center File

Attached are papers related to an agreement for overhead wires, crossing over Conrail property obtained by the customer requesting Detroit Edison service.

The crossing is located in the NW 1/4 of Section 9, Lima Township, Washtenaw County, Michigan.

Please incorporate these papers into appropriate Records Center File.

Attachments

MS1

RECORDED RIGHT OF WAY NO. 42929



Railroad Crossing Application - Overhead

Please Print

Railroad Name CONRAIL			Department Order A-36852		
Revision From RX No. (Available From Record Center (Ext. 78498))		New RX No. or R/W No. RX 4651		Spans 1	
Location: City/Township LIMA		Town T-25	Range R-4E	County WASHTENAW	1/4 Section N.1/4
Section 9					

This Crossing:

Is within the public road right-of-way or Is on railroad property Provides service to the railroad (If yes, check box)

Crossing Data

Detailed On Attached Drawing
RX 4651

Railroad Mile Post (Number) 52	State Permit No. Existing	Date 6-4-91	Distance to Crossing from Mile Post (in feet) 3178 Ft.
--	---------------------------	-----------------------	--

Existing							Proposed								
Type of Structure							Type of Structure								
<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel							<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel								
Conductors				Poles			Conductors				Poles				
Span.	No.	Size	Kind	Voltage	Location	Length	Class	Span.	No.	Size	Kind	Voltage	Location	Length	Class
					A	50	2	188.5	2	*0	ACSR	4.8KV	A	55	3
													B	50	4

RECEIVED
JUN 24 1991
CORPORATE REAL ESTATE SERVICES

Summary of Line Changes (continue on separate sheet if necessary)

RECORDED RIGHT OF WAY NO. 46709

Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing)	From Top of Rail to Nearest Wire	40 Ft.
	Railroad Communication or Signal Lines	Ft.

* Materials shall be as noted in the current revision of Detroit Edison's General Specifications for Overhead Line Construction at Railroad Crossings. Actual field dimension may vary from those indicated. However, the clearances shall be in compliance with the current revisions of Order Nos. 1679 and 1868 of Michigan Public Service Commission.

Designed By DICK HANSON	Date 6-4-91	Checked By <i>[Signature]</i>	Date 6/6/91
Company Location 328 AADHQ	Phone No. 185-4049		

GRANT OF EASEMENT

THIS AGREEMENT, made this 1st day of November, 1991, between CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, with its registered office at Six Penn Center Plaza, Philadelphia, Pennsylvania 19103, hereinafter referred to as "Grantor" and Paul D. and Nancy S. Tschirhart, husband and wife, having an address at 12111 Dexter-Chelsea Road, Chelsea, Michigan 48118, hereinafter referred to as "Grantee".

WITNESSETH

Grantor, for and in consideration of Three Thousand Ten Dollars (\$3010.00) in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated on the part of Grantee to be kept and performed, does hereby grant unto Grantee, to the extent the title of Grantor so permits, an easement only for the actual physical space required for the occupancy of One (1) 4,800 volt circuit consisting of Two (2) conductors together with the right to come upon the land of Grantor to construct, maintain, repair, alter, renew, relocate and ultimately remove the "FACILITIES" and together with the space and dimensions for the necessary structures in support thereof, over and across the land, roadway and tracks of the Michigan Line of Grantor (Line Code 5304), at Valuation Station 2716+20±, located 2,216 feet west of Mile Post 51 (M.P. 51.42) in the Township of Lima, Washtenaw County, Michigan, in accordance with construction Drawing(s) RX4651, submitted by Grantee to, and approved by, the Chief Engineer of Grantor, incorporated herewith by reference, and also in accordance with the current issues of Grantor's Specifications Nos. CE-4 and or CE-8 (such construction Drawings and Grantor's Specifications hereinafter collectively called "The Plans") and as shown on Plan No. T-786 dated July 5, 1991, marked Exhibit "A", attached hereto. This Grant, however, shall be under and subject to the following terms, covenants, conditions, agreements, provisions and stipulations as hereinafter recited, which are hereby agreed to and accepted by Grantee, to wit:

1.1 The Plans shall apply to the FACILITIES and no change shall be made thereto, including, but not limited to, change in location, nature, size, number or use of the FACILITIES without the prior written consent of the Chief Engineer - Design and Construction of Grantor or his designee, (hereinafter referred to as the "Chief Engineer").

1.2 Grantee shall not commence any work of installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES unless and until the mechanics of construction and all matters related thereto shall have received the approval of the Chief Engineer or his representative.

RECORDED RIGHT OF WAY NO.

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1.3 The work of installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES shall be done under general conditions and with such materials satisfactory to and approved by the Chief Engineer and shall not interfere with the proper and safe use and operation of the property of Grantor; provided, however, that if any governmental authority having jurisdiction over the FACILITIES has determined the manner and means of installation, maintenance, repair, alteration, renewal, relocation, replacement or removal thereof, then such determination shall prevail, provided such determination is more restrictive, and Grantee agrees to comply therewith at all times at its sole cost and expense.

1.4 Grantee, at its own cost and expense, when performing any work in connection with the FACILITIES shall furnish watchmen to keep persons, equipment and materials under the care, custody or control of Grantee and its agents and contractors a safe distance from the tracks of Grantor. However, if at any time Grantor should deem flagmen, watchmen or inspectors desirable or necessary to protect its operations or property, or its employees, patrons or licensees and their property, during the course of installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES, Grantor shall have the right to place such flagmen, watchmen or inspectors, and Grantee agrees to bear the full cost, as specified in Paragraph 7 of this Grant, and expense thereof. The furnishing or failure to furnish flagmen, watchmen or inspectors by Grantor, however, shall not release Grantee from any liabilities assumed by Grantee hereunder.

2. If Grantee desires, or is required as herein provided, to revise, replace, relocate, add to, or alter any of the FACILITIES, it shall submit detailed plans satisfactory to, and obtain the written approval of, the Chief Engineer before any work is commenced, and the terms and conditions of this Grant of Easement shall apply thereto. In the event of new construction, expansion or changes in the existing FACILITIES (including, without limitation, any changes in the nature of the product carried by, through, in or upon the FACILITIES), Grantor reserves the right to assess additional charges, which Grantee hereby agrees to pay.

3. Grantee shall maintain, repair and renew the FACILITIES at its sole cost and expense. Grantor, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may, with or without notice to Grantee, make such repairs and renewals and furnish such material as it may deem adequate and necessary, all at the sole cost and expense of Grantee.

4. The right of inspection of the FACILITIES by Grantor shall extend for an appropriate distance, inasmuch as the method of construction and the materials used in the construction, maintenance, repair, alteration, renewal, replacement or relocation of the FACILITIES may have a significant impact upon

RECORDED RIGHT OF WAY NO.

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the strength and stability of the FACILITIES over, under, upon, or in the property of the Grantor.

5. Grantee shall comply with all statutes, regulations, orders, directives, ordinances and similar promulgations of law applicable to the FACILITIES, and shall assume all cost, expense and responsibility in connection therewith, without any liability therefor on the part of the Grantor, and Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against all costs, fines, penalties and expenses arising from the failure of Grantee to so comply.

6.1 Grantee understands that the railroad operations at or near the FACILITIES involve some risk, and Grantee, as part of the consideration for this Grant, and with full knowledge and appreciate of such risk, hereby releases and waives any right to ask for or demand direct or consequential damages for or on account of any loss or injury to any property of Grantee and its employees, including property in the care custody and control of Grantee, and to the FACILITIES and contents thereof that are over, under, upon or in the property of Grantor, including loss of, or interference with, service or use thereof.

6.2 Grantee also covenants and agrees to indemnify, defend and save harmless Grantor from and against all cost and expense arising from, or in connection with, any and all losses, damages, detriments, suits, claims, demands, costs and charges which Grantor may directly or indirectly suffer, sustain or be subjected to by reason of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES, in, on, about, under, over or from the property of Grantor, whether such loss and damage be suffered or sustained by Grantor directly, or by its employees, patrons or licensees, or other persons or entities, including Grantee, its employees and agents, and whether attributable to the act, omission or neglect of Grantor or any other person or entity, except when proved by Grantee to be due directly to the sole negligence of Grantor.

6.3 Notwithstanding anything contained in Paragraph 6.2, and irrespective of any negligence of Grantor, Grantee assumes sole responsibility for, and agrees to indemnify, save harmless and defend Grantor from and against all claims, actions, or legal proceedings arising, in whole or in part, from (1) the failure of Grantee to comply with any obligations imposed on it by this Grant, or (2) any claims, actions, or legal proceedings under the Federal Employer's Liability Act and any amendments to such Act now or hereafter in effect, alleging or claiming, in legal effect, that Grantor in respect to that portion of its land which lies under or near the FACILITIES, failed to correct or guard against an unsafe condition or failed to furnish a safe place to work. Failure by Grantor to make verbal or written complaints to Grantee with respect to unsafe working conditions or with respect to Grantee's failure to carry out its obligations under this Grant or knowledge on the part of Grantor of such unsafe working conditions or place to work and of such failures by Grantee to

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carry out its obligations under this Grant shall not be deemed to constitute acquiescence therein by Grantor or actionable negligence on the part of Grantor.

6.4 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.

7. Except as provided in Paragraph 9 of this Grant, all cost and expense in connection with the installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES shall be borne by Grantee, and in the event of work being performed or material furnished by Grantor under the stipulated right to perform such work under any section hereof, Grantee agrees to pay to Grantor 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 Grantor 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, including but not limited to, automobile mileage charges then in effect as published by the United States Government. It is understood that such material and labor overhead charges shall be applied at the rates which are effective at the time of the performance of any such work by employees of Grantor. Grantee agrees to pay such bills within thirty (30) days of the presentation thereof by Grantor.

8. Upon the removal or abandonment of any of the FACILITIES, Grantee shall (a) remove from Grantor's property such of the FACILITIES as shall have been abandoned, (or shall have been abandoned in place with the approval of and in a manner satisfactory to the Chief Engineer) and Grantee shall restore the property to a condition satisfactory to Grantor, and (b) deliver to Grantor, a release of this Grant of Easement satisfactory to Grantor, in recordable form, with respect to such FACILITIES. If Grantee fails or refuses to remove such FACILITIES within one hundred eighty (180) days after requested to do so by Grantor, Grantor shall have the right but not the obligation, to remove such FACILITIES at the cost of Grantee, and Grantor shall not be liable to Grantee for such removal. The term "abandonment" as used herein shall mean the cessation of use for a period of not less than one (1) year.

9. Grantee shall, at its sole cost and expense, upon request in writing by Grantor, promptly change the location of the FACILITIES to another location to permit and accommodate changes of grade or alignment of, or improvement in or additions to, the facilities of the Grantor. Such relocation construction shall at all times comply with the terms and conditions of Grant

RECORDED RIGHT OF WAY NO. 42129

with respect to the original construction. In conjunction with the foregoing, however, Grantor shall give Grantee an opportunity to seek alternative methods, acceptable to Grantor, which would eliminate the necessity of relocating the FACILITIES, including but not limited to the acquisition of additional land at Grantee's sole cost and expense, which could accommodate the changes of grade or alignment of, or improvements in or additions to, the facilities of Grantor.

10.1 In the event the FACILITIES consist of electrical power or communication wires and appurtenances, Grantee shall promptly remedy any inductive interference growing out of, or resulting from the presence of the FACILITIES, and if Grantee fails to do so, then Grantor may do so, and Grantee agrees to pay to Grantor on demand the full cost and expense thereof.

10.2 In the event the FACILITIES consist of an underground occupation, Grantee will be responsible for any settlement caused to the land, tracks, facilities, and appurtenances of Grantor arising or resulting from the installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of the FACILITIES for a period of one (1) year subsequent to the date of completion of such work, and Grantee agrees to pay to Grantor on demand the full cost and expense of correcting such settlement.

11. As further part of the consideration for this Grant, Grantee covenants and agrees to indemnify, defend and hold Grantor harmless from and against any liens, assessments, taxes or charges of any kind made against Grantor or any of its property by reason of the construction, maintenance or use of any of the FACILITIES, and Grantee covenants and agrees to pay Grantor, promptly upon bills rendered therefor, the full amount of any such liens, assessments, taxes or charges rendered against Grantor or any of its property, including penalties, interest, late fees and the costs to remove or bond any lien, assessment, tax or charge from official records.

12. If any part of this Grant is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Grant, and the remaining parts of this Grant shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

13. The rights herein granted are subject to the railroad uses and facilities of Grantor located on the land hereinabove described. Grantor reserves the right to use such land, or any part thereof, for rail transportation and related purposes and for all other purposes which are not inconsistent, or which do not interfere with, or impair, the right granted by this Grant.

14. If the Grantee's right to exercise the rights herein granted shall be challenged through legal process by any third party on the grounds that the Grantor did not have sufficient interest to grant such rights, the Grantor consents and agrees in such event, and insofar as it may lawfully do so, to the

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acquisition by the Grantee of such rights by (or in lieu of) the power of eminent domain, but in the event of the exercise of such power by Grantee, such rights so acquired shall be subject to and exercised in accordance with the terms and provisions of this Grant. If, however, Grantee is unable to acquire such rights by (or in lieu of) eminent domain as a result of a successful legal challenge, then Grantor shall pay to Grantee, and Grantee hereby agrees to accept as liquidated damages, the amount of consideration paid under this Grant by Grantee, prorated, however, to the portion or portions of land under this Grant which Grantee is unable to acquire.

15. The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Grant so requires.

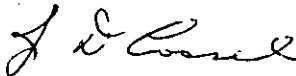
16. The terms and conditions of this Grant shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

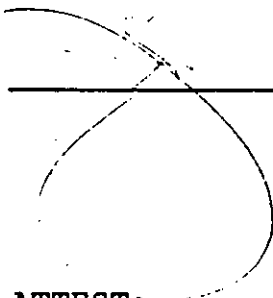
17. Grantee hereby agrees to pay all costs and fees in conjunction with the filing or recording of this instrument in or with any public place or with any public agency or subdivision.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Grant to be fully executed the day and year first-above written.

ATTEST:

CONSOLIDATED RAIL CORPORATION





BY: J. D. Cossel
J. D. Cossel
Chief Engineer
Design and Construction

ATTEST:

PAUL D. TSCHIRHART, HUSBAND

Beatrice M. Friedlander
Beatrice M. Friedlander
Eva Marie Doege
Eva Marie Doege

BY: Paul D. Tschirhart

ATTEST:

NANCY S. TSCHIRHART, WIFE

Beatrice M. Friedlander
Beatrice M. Friedlander
Eva Marie Doege
Eva Marie Doege

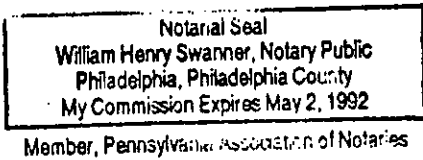
BY: Nancy S. Tschirhart

RECORDED RIGHT OF WAY NO. 42729

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA:
: SS
COUNTY OF PHILADELPHIA :

On this 13 day of December, 1991, before me a Notary Public, the undersigned officer, personally appeared J. D. Cossel who acknowledged himself to be the Chief Engineer - Design and Construction of Consolidated Rail Corporation, a corporation, and that he as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself of Chief Engineer.



William Henry Swanner
Notary Public

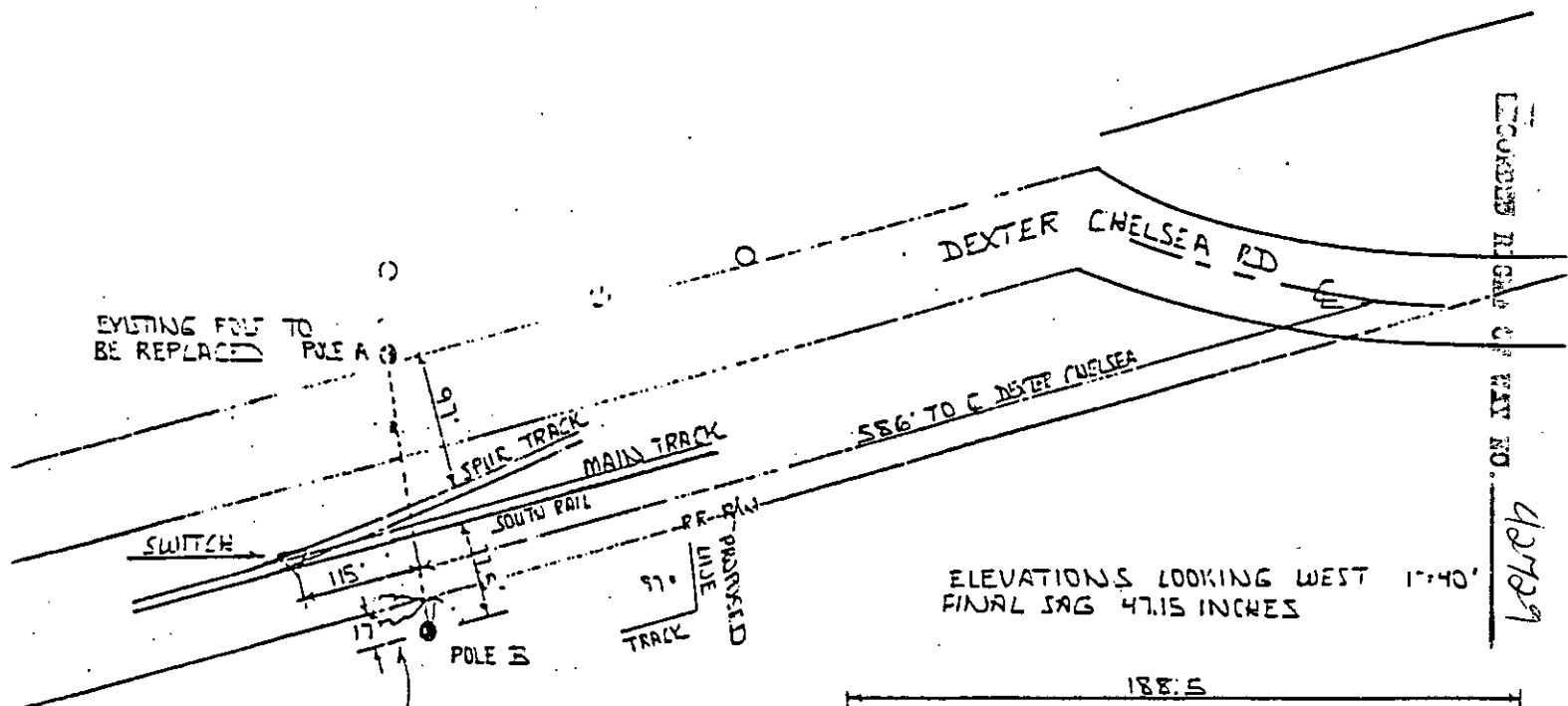
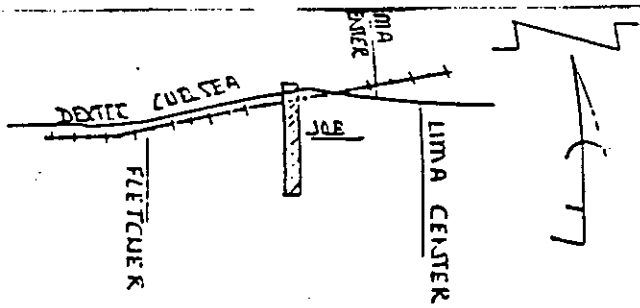
STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

On this 9th day of December, 1991, before me, a Notary Public in and for said County, personally appeared PAUL D. TSCHIRHART and NANCY S. TSCHIRHART, who, upon first being duly sworn, depose and say that they have read the foregoing Grant of Easement, by them subscribed, that they know the contents thereof and that the same is true of their own knowledge, information and belief, and as to those matters, they believe them to be true.

Eva Marie Doege
Eva Marie Doege, Notary Public
Wayne County, Michigan
My Commission Expires: 12-16-92

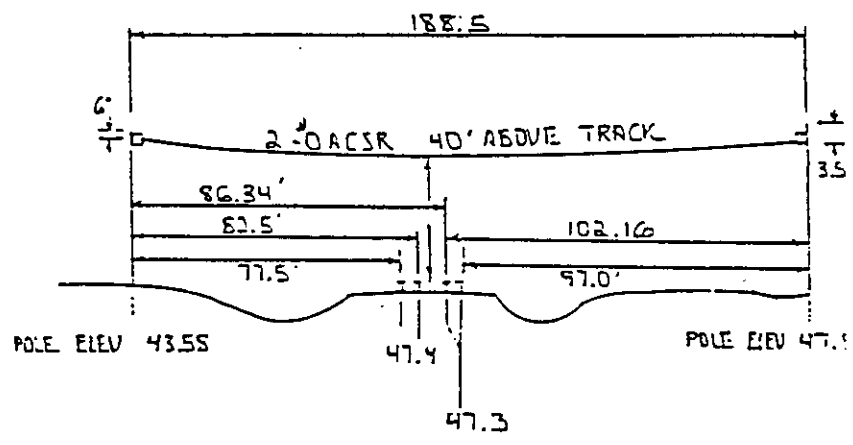
DRAFTED BY: *Kenneth E. Helmink*
Kenneth E. Helmink
Room 1200
15 N. 32nd Street
Philadelphia, PA 19104


RECORDED RIGHT OF WAY NO. 42729



ELEVATIONS LOOKING WEST 11°40'
FINAL SAG 47.15 INCHES

R/W TO CUT 3 - TO 10" DIA TREES
CUT 1 10 TO 12" DIA TREES
CLEAR 53 TO 55 BRUSH



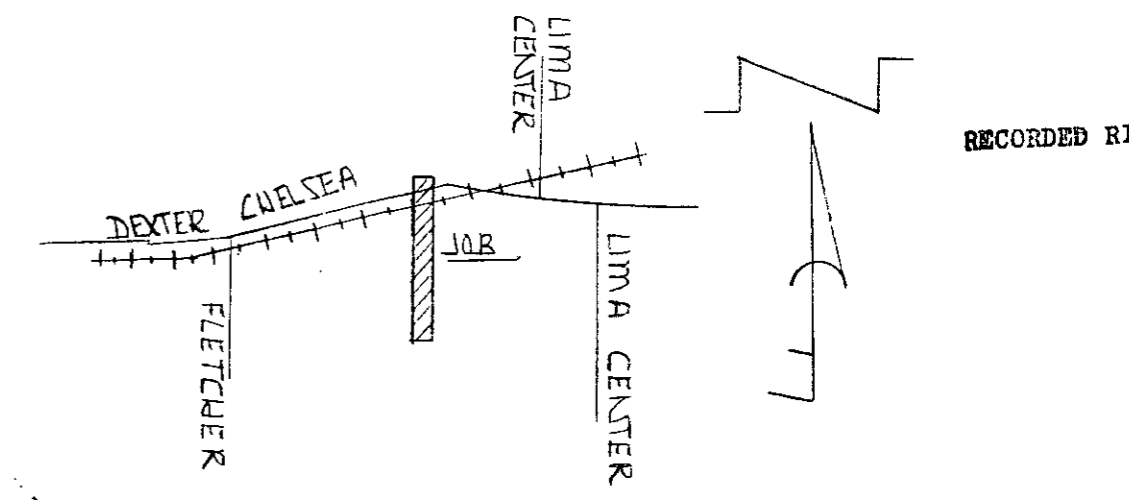
 EXHIBIT "A"	CONSOLIDATED RAIL CORPORATION	
	PLAN No. T-786	DATE: JULY 5, 1991
	VAL. SEC. 4012	MAP No. 21
	DIVISION: DEARBORN	SCALE: NONE
	LINE CODE: 5304	MILE POST: 51.42
	LINE NAME: MICHIGAN LINE	
	LOCATION: 2216 FEET WEST OF MILE POST 51, AT THE STATION OF FOUR MILE LAKE, WASHTENAW COUNTY, MICH.	

DO A-36852 RX 4651
 Existing Permit Number NEW PERMIT
 City of _____
 Proposed Line Crossing Over CONRAIL RAILROAD
 In DEXTER CHELSEA RD APPROX 586' WEST
 WHERE RAILROAD CROSSES ROAD
 Section 9 Township LIMA T 2S R 4E County WASHTENAW

Refer to Section 12 of Overhead Lines Construction Standards for minimum clearance chart. The Railroad Permit Application (DE 963-6064) shall be submitted along with this velium.

Span	Span Length	Lowest Conductor Over R.R. Tracks	Stringing Sag At 60°F	Sag Table	Rule Span	Final Sag Ratio
A-B	188.5		41"	OACSR 1 175AA	187	1.15

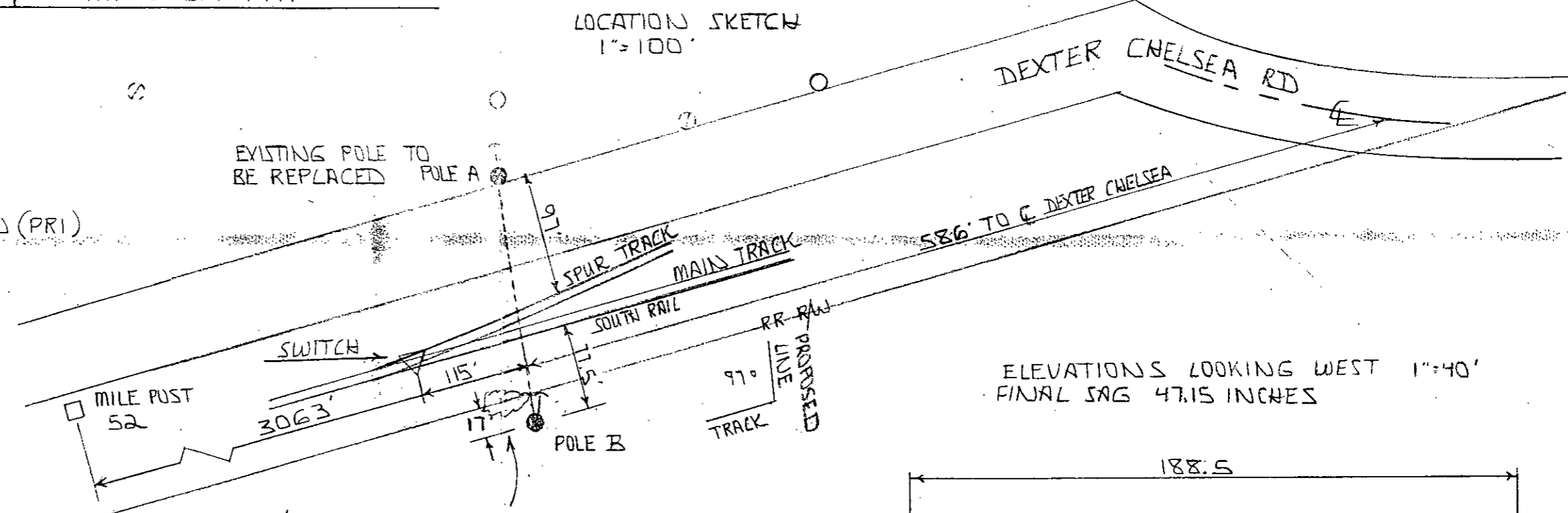
Designed By DICK HANSON Division ANN ARBOR
 Checked By _____ Date MAX 29 1991



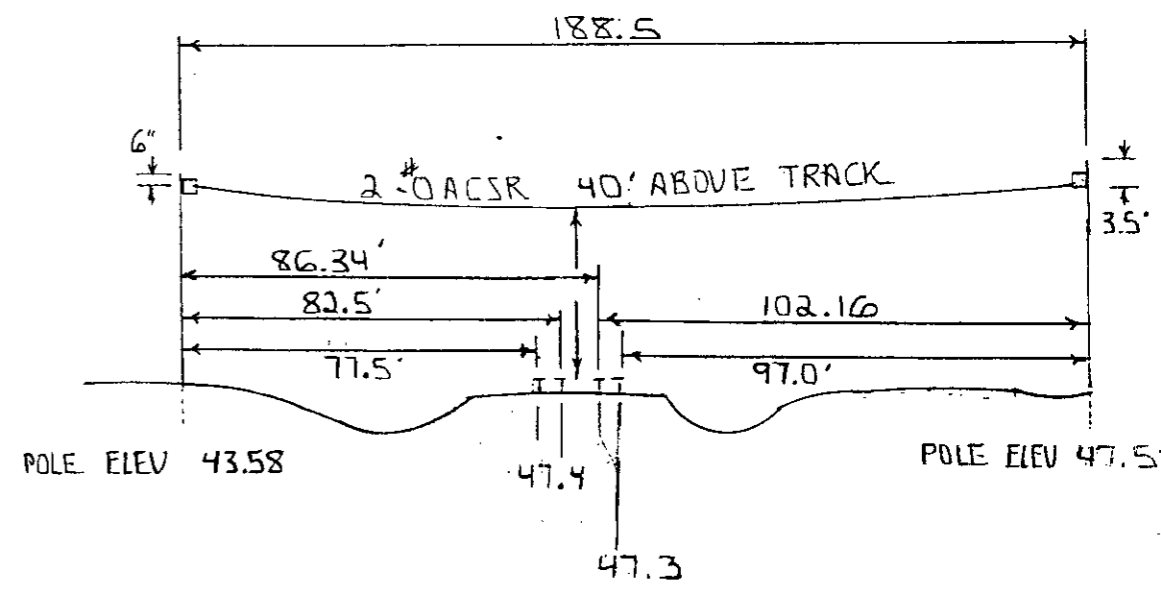
CONSTRUCTION SUMMARY

POLE A 55-3 SET 7'6"
 DET 13X31C 1ST GAIN (PRI)
 DET 13X23 @ 3' BELOW 1ST GAIN (PRI)
 DET 609A SECONDARY

POLE B 50-4 SET 7'0"
 DET 13X31C (PRI) 1ST GAIN



R/W TO CUT 3 4" TO 10" DIA TREES
 CUT 1 10" TO 18" DIA TREES
 CLEAR 53 SQ YD BRUSH



RECORDED RI

memorandum

DATE 1-9

19 92

TO: MIKE VENETIS
CRES
2310 WCB

FROM: DICK HANSON
ANN ARBOR SERVICE PLANNING
RM 328 AADHQ

SUBJECT: RAILROAD CROSSING PERMIT

MESSAGE: THIS IS A COPY OF THE PRIVATE R.R. CROSSING THAT ALLOWS
DE CO TO CROSS OVER THE CONRAIL TRACKS TO SERVE
12111 DEXTER CHELSEA RD. PLEASE SEND ME YOUR
RECOMMENDATION WHETHER OR NOT TO BUILD THE
CROSSING.

THANK YOU

SIGNATURE
Dick Hanson

EXT 185-4049

RECORDED - RIGHT OF WAY NO. 42729

REPLY:

DE 963-2087 3-71 SS (MS-1)

THE DETROIT EDISON COMPANY

SIGNATURE

DATE

SENDER: REMOVE YELLOW COPY - FORWARD WHITE & PINK
RECIPIENT: RETURN PINK COPY - RETAIN WHITE FOR FILE