

Detroit
Edison

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

September 1, 1995

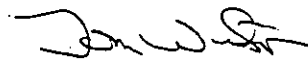
Mr. Ronald W. Adams
Railroad Real Estate
Michigan Department of Transportation
3rd Floor, N. Ottawa Tower
425 West Ottawa
P.O. Box 30050
Lansing, Michigan 48909

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

24393

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 257FTOFMP66ONEMILESOFCHILSON | 10610 | 15 |
| | 0000961 | GENOA | BA9987 | 02/01/39 | 1264D | 1 | SEC 6 QUARTERMILEOFLAKELAND | 10672 | 15 |
| | 0000963 | NORTHFIELD | BA9988 | 06/01/39 | 2023 | 1 | SEC 33 303FTSOFP51 | 10727 | 5 |
| | 0000964 | HAMBURG | BA9989 | 12/01/39 | 1566 | 1 | SEC 05 HAMBURGRDANDANNARBORREASTOF OCC | 10784 | 10 |
| | 00C3870 | HOWELL | BA3375 | 06/04/79 | 4327 | 2 | 21001 S OF BECK ROAD | 32412 | 150 |
| | 00L3803 | HAMBURG | BA9974 | 11/26/74 | 4297 | 2 | SEC 25 843FTNWOFSTRAWBERRYLAKERDWOFHALL | 29709 | 75 |
| | 0001163 | GENOA | BA9136 | 03/03/42 | OCCPT | 3 | SEC 6 SOFGRANDRIVERBETCHILSONANDHOWELL | 11093 | 240 |
| | 0001165 | HOWELL | BT2789 | 11/23/76 | 2118B | 1 | SEC 23 132FTN HENDERSON 1400FTE BYRON RD | 11083 | 85 |
| | 0001232 | HOWELL | BT2790 | 07/01/43 | 2249A | 1 | SEC 26 165FTN HIGHLAND RD | 11134 | 5 |
| | 0001598 | HAMBURG | BA2793 | 06/01/48 | 2486 | 1 | SEC 9 SWARTHOUT AND CHILSON RDS | 12032 | 5 |
| | 0001842 | NORTHFIELD | BA2797 | 07/01/50 | 2649A | 1 | SEC 28 295FTN OFNORTHFIELDCHURCHRDS MP52 | 12967 | 10 |
| | 0002261 | HOWELL | BA3303 | 04/01/80 | 3059C | 1 | 35 PP 175'S RIDDLE & 410'W ALG | 23117 | 75 |
| | 0002354 | ANN ARBOR | BA2802 | 06/18/58 | 3077C | 3 | SEC 15 485FTSTRAVERS &347FTW NIXON RD | 17607 | 15 |
| | 0002459 | HAMBURG | BA2803 | 05/13/57 | OCCPT | 3 | SEC 22 VICDRESSRD PETTYRD GIRARDDR,4RX'S | 18730 | 60 |
| | 0002562 | NORTHFIELD | BA2805 | 04/20/65 | 3384A | 1 | SEC 6 1725FTSF 8 MI 550FTW US23 | 23150 | 50 |
| | 0002898 | HOWELL | BA2812 | 05/09/73 | 1265F | 3 | SEC 36 310FTE NATIONAL 215FTS SUTTON | 26831 | 50 |
| | 0002948 | NORTHFIELD | BA2813 | 08/31/65 | OCCPT | 1 | SEC 5 20FTN ESHOREDR 480FTW WHITMORELAKE | 23312 | 50 |
| | 0003117 | NORTHFIELD | BA2816 | 08/17/65 | OCCPT | 1 | SEC 5 N OF WHITMORE LAKE ROAD | 23292 | 12 |
| | 0003118 | HOWELL | BA2817 | 08/17/65 | OCCPT | 1 | SEC 26 750FT N OF RIDDLE | 23290 | 6 |
| | 0003253 | HOWELL | BA2821 | 04/28/67 | 3858 | 1 | SEC 14 250FT S OF BARRON | 24393 | 20 |
| | 0003254 | HOWELL | BA2822 | 04/28/67 | 1489C | 1 | SEC 11 75FTS MARRD 1300FTW OAKGROVE RD | 24392 | 50 |
| | 0003308 | ANN ARBOR | BA2824 | 11/01/67 | OCCPT | 1 | SEC 9 LONGN AND S PONTIAC TRAIL | 24793 | 156 |
| | 0003314 | NORTHFIELD | BA2825 | 12/05/67 | 3819 | 4 | SEC 33 2550 FTS OFNORTHFIELDCHURCH EOFU2 | 24835 | 50 |
| | 0003324 | ANN ARBOR | BA2826 | 02/16/68 | 3820A | 2 | SEC 9 400FT NW DHU VARREN | 24923 | 50 |
| | 0003385 | NORTHFIELD | BA2828 | 01/23/69 | 3977 | 1 | SEC 6 1320FTS 8 MILE 1300FTW WHITMORE | 25484 | 50 |
| | 0003399 | ANN ARBOR | BA2829 | 03/19/69 | 875B | 1 | SEC 16 40FTS DHUVARREN 2670 FT | 25586 | 50 |
| | 0003416 | HAMBURG | BA2831 | 06/23/69 | OCCPT | 1 | SEC 21 EAST OF KRESS RD | 25776 | 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 24393

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 | 47 |
| | 0571194 | INDIANFLD | BT1712✓ | 01/20/66 | 3718 | 4 | VS 613 PLUS 00 AT CARO (141-981) | 23594 | 150 |
| | 0571197 | MILLING | BT1710✓ | 04/22/66 | 3740 | 3 | N OF MILLINGTON (142-587) | 23730 | 75 |
| | 0571817 | INDIANFLD | BT9327✓ | 02/28/72 | 4042 | 2 | 09 34' W COLLING 2470' N OF DIXON RD | 28045 | 112 |
| | 12746 | HAMBURG | BA2796✓ | 01/20/14 | 2611A | 1 | SEC 26 338' & 427' E OF MERRILL | 12746 | 10 |
| | 5719722 | INDIANFLD | BT9683✓ | 10/03/75 | UGL | 2 | 9-DIXON TO COLLING (202-381) | 30278 | 244 |

*TOTAL RR_CODE 01

4980

RECORDED RIGHT OF WAY
 24393

INTERDEPARTMENT CORRESPONDENCE

May 3, 1967

TO RECORDS CENTER:

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

THE ANN ARBOR RAILROAD COMPANY

Facilities Covered: Two #0 ACSR - 4800 volt wires. Span A-B

Specific Location: On railroad property at a point approximately 250 feet South of the center line of Barron Road and 1325 feet West of the center line of Oak Grove Road, approximately two miles North of the City of Howell.

R. R. Valuation Station 4063+05 Mile Post 76.95

City/Village _____ Township Howell, SE 1/4 Section 14

County Livingston Detroit Edison Plan No. RX-3858

Agreement/~~Permit~~ Date 4-28-67 R. R. Plan No. Exhibit "A" dated 3-22-67

File No. AA-C-3253

Preparation Fee \$50.00 Annual Rental \$20.00 beginning 6-1-67

Supersedes and Cancels Agreement dated _____ R/W No. _____

This is a Supplemental Agreement and is to be made a part of R/W _____

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

REFERRED #0

RECORDS CENTER

RECEIVED
CLASSIFIED
HW-19

GEN'L ACC'G DEPT.
ENTERED: [Signature]
CONTRACT BOOK NO. 24323
DATE 5-23-67
CHECKED BY: [Signature]

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

JVS/jft

RECORDED RIGHT OF WAY NO. 24323

THE ANN ARBOR RAILROAD COMPANY

PIPE LINE, BRAIN AND WIRE LINE AGREEMENT

File No. AA-C-3253

THIS AGREEMENT, made this 28th day of April, 1967, by and between THE ANN ARBOR RAILROAD COMPANY a Michigan corporation, hereinafter called "Railroad Company" and THE ENERGY ENGINEER COMPANY, 2000 Second Avenue, Detroit, Michigan hereinafter called "Licensee",

WITNESSETH, that the Railroad Company for and in consideration of the sum of Fifty and No/100 Dollars (\$50.00) to be paid by Licensee, and the payment of the additional sum of Twenty and No/100 Dollars (\$20.00) on the first day of June each year, during the term of this agreement, commencing June 1, 1967 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 4800 volt power line with necessary appurtenances and attachments, for the transmission or transportation of electrical energy, all of which is hereinafter referred to as the "Facility" upon and across its land and over its tracks and structures in ~~the~~ the Township of Howell of Livingston County in the State of Michigan being at Valuation Survey Station 4063+05, Milepost 76.95 at the point and in the location shown upon the print of The Ann Arbor Railroad Drawing marked Exhibit "A" and dated March 22, 1967 attached hereto and made a part hereof, for the purpose of transportation of electrical energy, upon the following terms and conditions:

RECORDED RIGHT OF WAY NO. 24393

1. Before any work is performed by the Licensee on the Railroad Company's property, the Licensee shall submit to and obtain the written approval of the Railroad Company's Chief Engineer, of plans and specifications of the Facility to be located on the Railroad Company's property and the Facility shall be constructed in accordance with such plans and specifications.
2. The Railroad Company may check said plans and specifications and employ inspectors, watchmen and flagmen for the proper and safe protection of the property, traffic and business of the Railroad Company, and at its election, do all or any part of the work within the exterior lines of its lands in connection with or necessary for the construction, repair, renewal, maintenance, change, modification, removal or use of the Facility and Licensee agrees to reimburse the Railroad Company the cost thereof promptly upon presentation of bills therefor. All work done by the Licensee, (including its contractors, agents and servants) pursuant to this agreement, shall be performed at such time or times, in such manner and under such conditions as shall be satisfactory to and approved by the Chief Engineer of the Railroad Company and at the sole risk and expense of the Licensee. The Facility shall be constructed, maintained and operated by the Licensee so as not in any way, in the judgment of the Railroad Company, to interfere with the proper and safe operation, use and enjoyment of the property and railroad of the Railroad Company. In every case, as soon as the actual installation of the Facility has been completed, to the satisfaction and approval of the Chief Engineer of the Railroad Company, the Licensee shall restore the premises of the Railroad Company to the same or as good condition as they were prior to the commencement of work on the Facility.
3. If, at any time or times hereafter, the Railroad Company shall desire to make any changes in its tracks, structures, roadbed or other appurtenances of its railroad, or construct new appurtenances thereto, or use or permit the use of its lands for railroad or industrial or business purposes, at the location crossed or in any way affected by the Facility, then the Licensee shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from the Railroad Company, make such changes in the location or construction of the Facility as, in the judgment of the Chief Engineer of the Railroad Company, may be necessary to accommodate any future use, construction, improvements or changes on the lands of the Railroad Company.
4. No addition, change or modification of the Facility or change in the purpose of its use, shall be made without first obtaining the written consent of the Railroad Company and, in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission, apply to and cover the same with the same effect as if such addition, change or modification had been incorporated in this agreement.
5. If, at any time during the continuance of this agreement, the Licensee shall remove, abandon or discontinue the use of the Facility, this agreement and all rights hereby conferred upon the Licensee, shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other action on the part of either party.
6. Upon the termination of this agreement in any manner, the Licensee shall, unless released therefrom in writing by the Chief Engineer of the Railroad Company, within thirty (30) days', actually remove or cause to be removed, all of the Facility from and restore the premises of the Railroad Company. If the Licensee fails within said thirty (30) days' to remove the Facility, the Railroad Company may forthwith remove the same at the risk and expense of the Licensee and without being in any manner liable to the Licensee for such removal and the Licensee shall reimburse the Railroad Company the cost thereof promptly upon the presentation of bills therefor.
7. The Licensee shall obtain in advance, all licenses and permits required by law and shall comply with all laws, rules, ordinances and regulations, promulgated by lawful authorities having jurisdiction in the matter, applicable to the construction, maintenance or use of the Facility and agrees to indemnify and save harmless the Railroad Company against all expense, fines, penalties, costs and judgments imposed upon or suffered by the Railroad Company for failure to do so.

8. In the construction, use, renewal, maintenance, changing or modification of the Facility, or any part thereof, the Licensee shall comply with all clearances for railroad tracks established by law and clearance standards of the Railroad Company and agrees to indemnify and save harmless the Railroad Company against all expenses, costs, judgments and liability imposed or suffered by the Railroad Company for failure to do so.

9. The Licensee agrees to indemnify and save harmless the Railroad Company from and against all liabilities, expenses, judgments, claims and costs for loss of or damage to its property and property of its agents, servants, contractors and invitees and injury to or death of its agents, servants, contractors and invitees while on the property of the Railroad Company in connection with the performance of the work contemplated in this agreement, except when such loss of or damage to property or injury to or death of persons is caused by the sole negligence of the Railroad Company, or its agents, servants and employees.

10. The Licensee agrees to indemnify and save harmless the Railroad Company from and against all liability, expense, judgments and costs for loss of or damage to property or injury to or death of persons caused by or growing out of the presence or use of the Facility, or the presence and use of contents thereof upon the premises of the Railroad Company.

11. This agreement shall not be transferred or assigned by the Licensee without first obtaining the written consent of the Railroad Company.

12. This agreement may be terminated at any time by the Licensee giving the Railroad Company thirty (30) days advance written notice to that effect.

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

Witnesses:

THE ANN ARBOR RAILROAD COMPANY

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

Witnesses:

Ivan W. Gamble
IVAN W. GAMBLE
H. W. Seeley

THE MICHIGAN BRIDGE COMPANY

BY *A. L. Kasameyer*
A. L. KASAMEYER, DIRECTOR
TITLE PROPERTIES AND RIGHTS-OF-WAY DEPARTMENT

RECORDED
RIGHT OF WAY NO. 84893

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Overhead Lines Department
Ann Arbor

June 15, 1967

| | |
|-------------------------------|-------------|
| MICHIGAN PUBLIC SERVICE COMM. | |
| PUBLIC UTILITIES DIVISION | |
| Tel. _____ | Gas _____ |
| Elec. _____ | R & S _____ |
| JUN 22 1967 | |
| Adm. _____ | _____ |
| File _____ | _____ |

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, Robert Laubengayer, Line Design Supervisor
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing, covered by Wire Crossing Permit No. ED 2-8-6026
issued 4-20-67, 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 ED 2-9.01, and that this crossing will be
maintained as provided in such specifications and construction standards.

Yours very truly,

R. H. Laubengayer

Span- A-B

RX No. 3688

Location City of Howell

Livingston County

Railroad Ann Arbor

EE File: AA-C-3253

Vol. St. 4063+05 N.P. 76.95

Subscribed and sworn to before me this

15th day of June, 1967.

Joseph V. Strouse

Notary Public, Joseph V. Strouse
Wayne
County, Michigan.

My Commission expires 1-23-71

24393

Detroit Toledo and Ironton Railroad Company The Ann Arbor Railroad Company



"WE HAVE THE CONNECTIONS"



13530 MICHIGAN AVENUE, DEARBORN, MICHIGAN

I. W. GAMBLE

APR 2 1967

PROP. & R/W DEPT.

H. W. SEELEY
ASSISTANT VICE PRESIDENT - CHIEF ENGINEER

April 28, 1967

R. F. MOLINE
ASSISTANT CHIEF ENGINEER - STRUCTURES

C. J. HOLMBERG
ASSISTANT CHIEF ENGINEER M OF W

W. G. CLINTON, SUPERINTENDENT
SIGNALS AND COMMUNICATIONS

File No.: AA-C-3253
C-3254

Mr. I. W. Gamble
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan

Dear Sir:

Attached are two (2) completely executed Wire Line Agreements, our file numbers AA-C-3254 and AA-C-3253 between Detroit Edison Company and The Ann Arbor Railroad Company for the construction, maintenance, use, operation, and removal of a power line crossing over the Railroad Company's tracks and right-of-way at Valuation Survey Station 4118+08 and Valuation Survey Station 4063+05 near the City of Howell, Michigan.

In future correspondence concerning these crossings, please refer to our file numbers AA-C-3254 and AA-C-3253.

Yours very truly,

H. W. Seeley

H. W. Seeley

JSD/MJC/cw
Attachments

RECORDED
24393

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

April 24, 1967

Railroad File No. Val. St. 4063+05
M.P. 76.95

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

Dear Mr. Seeley:

We are returning agreement/~~permits~~ in duplicate, covering our facilities over your tracks and/or right of way as shown on our Plan EX-3858, and located as follows: **On railroad property at a point approximately 250 feet South of the center line of Barron Road and 1325 feet West of the center line of Oak Grove Road, approximately 2 miles North of the City of Howell.**

City/Village _____ Township, Howell, SE 1/4 Section 14
County Livingston. The agreement/~~permits~~ has been signed for our Company.

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

Yours very truly,



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

JVS/jft

RECORDED RIGHT OF WAY NO. 24393

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

April 19, 1967

Michigan Public Service Commission
Lansing 13, Michigan

| | |
|------------------------------------|-------------|
| MICHIGAN PUBLIC SERVICE COMMISSION | |
| PUBLIC UTILITIES DIVISION | |
| Tel. _____ | Gas _____ |
| Elec. _____ | R & S _____ |
| APR 20 1967 | |
| Adm. _____ | |
| File _____ | |

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** approximately two miles north of the City of **Howell**, SE $\frac{1}{4}$ of Section 14, Howell Township, T-3N, R-4E, Livingston County, Michigan.

Span A-B

Two #0 AGSR - 4800 volt wires over the tracks of the Ann Arbor Railroad located on railroad property at a point approximately 250' south of the centerline of Barron Road and 1325' west of the centerline of Oak Grove Road.

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.
- 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. _____ dated _____
- This is a new crossing.

Reference number of construction drawing is **RX- 3858**

Waiver dated 4-14-67 attached.
RR Val. St. 4063+05 M.P. 76.95

Permit No. **ED2-8-6026**

Date **4-20-67**

By *J. M. Hoppe*

Yours very truly,

I. W. Gemble

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

Check in circle indicates statement applicable.

RECORDED RIGHT OF WAY NO. 24393

Detroit Toledo and Ironton Railroad Company The Ann Arbor Railroad Company



"WE HAVE THE CONNECTIONS"



13530 MICHIGAN AVENUE, DEARBORN, MICHIGAN

I. W. GAMBLE

APR 15 1967

PROV. R/W DEPT.

H. W. SEELEY
ASSISTANT VICE PRESIDENT - CHIEF ENGINEER

April 14, 1967

R. F. MOLINE
ASSISTANT CHIEF ENGINEER - STRUCTURES

C. J. HOLMBERG
ASSISTANT CHIEF ENGINEER M OF W

W. G. CLINTON, SUPERINTENDENT
SIGNALS AND COMMUNICATIONS

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 4800 volt power line crossing over the tracks and right-of-way of the Ann Arbor Railroad Company at a point approximately 250 feet south of Barron Road, approximately two miles north of the City of Howell, in Howell Township Livingston County, Michigan, at Valuation Station 4069+05, M.P. 76.95.

This Waiver of Hearing is granted on condition that this Power line crossing will be constructed in accordance with Detroit Edison Company Drawing No. EE-3238 dated 12-8-66, and with the rules and regulations of the Michigan Public Service Commission.

Yours truly,

H. W. Seeley

JSD/MS/cv

RECORDED INDEX OF R/W NO.

24393

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

December 29, 1966

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

Proposed Overhead Wire Crossing: **Two #0 ACSR - 4800 volt wires. Span A-B**

Specific Location **On railroad property at a point approximately 250 feet South of the center line of Barron Road and 1325 feet West of the center line of Oak Grove Road, approximately two miles North of the City of Howell.**

R. R. Valuation Station _____ R. R. Mile Post _____

City/Village _____ Township **Howell, SE 1/4 Section 14**

County **Livingston** Detroit Edison Plan Attached **RX-3858**

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

Previous Agreement Information (if any) Date _____ (R. R. Plan) _____

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.

[Signature]
**I. W. Gamble, Supervisor of Rights of Way
Properties and Rights of Way Department**

IQH/jft

RECORDED RIGHT OF WAY NO. 24393



John Barron & Wife.

Oliver & Elizabeth Earl.

John Barron.

OVERHEAD CROSSING
MILE POLE 76.95
VAL. STA. 4063+05

4065+50 E 16' X-ING * 77.00
4065+30
4065+22 BR. 76.86
24" V.C.H. x 52'

65+79

77+20 - 30" C.M.P. 36' BR. 77.22

Thomas Gordon.

ROAD

Stake

reflectORIZED
12" 116' C.M.P.
12" 116' C.M.P.
reflectORIZED

No. 387

No. 386

No. 366

No. 365

No. 365

No. 365

180° 46'

077

EXHIBIT "A"

THE ANN ARBOR RAILROAD CO.

Howell, Michigan

OVERHEAD POWER LINE CROSSING

By DETROIT EDISON COMPANY

OFFICE OF CH. ENGINEER-DEARBORN, MICHIGAN

SCALE: 1"=400' DATE 3-22-67

RECORDED RIGHT OF WAY NO. 25393

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