

**Detroit
Edison**

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

September 1, 1995

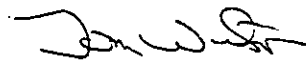
Mr. Ronald W. Adams
Railroad Real Estate
Michigan Department of Transportation
3rd Floor, N. Ottawa Tower
425 West Ottawa
P.O. Box 30050
Lansing, Michigan 48909

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 30972

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 257FTOFMP660NEMILESOFCHILSON	10610	15
	0000961	GENOA	BA9987	02/01/39	1264D	1	SEC 6 QUARTERMILEE OF LAKELAND	10672	5
	0000963	NORTHFIELD	BA9988	06/01/39	2023	1	SEC 33 303FTS OF MP51	10727	5
	0000964	HAMBURG	BA9989	12/01/39	1566	1	SEC 05 HAMBURGRD AND ANN ARBOR DE EAST OF '0CC	10784	10
	00C3870	HOWELL	BA3375	06/04/79	4327	2	21001 S OF BECK ROAD	32412	150
	00L3803	HAMBURG	BA9974	11/26/74	4297	2	SEC 25 843FTN W OF STRAWBERRY LAKERD W OF HALL	29709	75
	0001163	GENOA	BA9136	03/03/42	OCCPT	3	SEC 6 SOF GRAND RIVER BETCHILSON AND HOWELL	11093	240
	0001165	HOWELL	BT2789	11/23/76	2118B	1	SEC 23 132FTN HENDERSON 1400FTE BYRON RD	11083	05
	0001232	HOWELL	BT2790	07/01/43	2249A	1	SEC 26 165FTN HIGHLAND RD	11134	5
	0001598	HAMBURG	BA2793	06/01/48	2486	1	SEC 9 SWARTHOUT AND CHILSON RDS	12032	5
	0001842	NORTHFIELD	BA2797	07/01/50	2649A	1	SEC 28 295FTN OF NORTHFIELD CHURCH RDS MP52	12967	10
	0002261	HOWELL	BA3303	04/01/80	3059C	1	35 PP 175'S RIDDLE & 410' W ALG	23117	75
	0002354	ANN ARBOR	BA2802	06/18/58	3077C	3	SEC 15 485FT STRAVERS & 347FT W NIXON RD	17607	15
	0002459	HAMBURG	BA2803	05/13/57	OCCPT	3	SEC 22 VIC DRESS RD PETTY RD GIRARD DR, 4RX'S	18730	60
	0002562	NORTHFIELD	BA2805	04/20/65	3384A	1	SEC 6 1725FTS F 8 MI 550FT W US23	23150	50
	0002898	HOWELL	BA2812	05/09/73	1265F	3	SEC 36 310FTE NATIONAL 215FTS SUTTON	26831	50
	0002948	NORTHFIELD	BA2813	08/31/65	OCCPT	1	SEC 5 20FTN ESHORE DR 480FT W WHITMORE LAKE	23312	50
	0003117	NORTHFIELD	BA2816	08/17/65	OCCPT	1	SEC 5 N OF WHITMORE LAKE ROAD	23292	12
	0003118	HOWELL	BA2817	08/17/65	OCCPT	1	SEC 26 750FT N OF RIDDLE	23290	6
	0003253	HOWELL	BA2821	04/28/67	3858	1	SEC 14 250FT S OF BARRON	24393	20
	0003254	HOWELL	BA2822	04/28/67	1489C	1	SEC 11 75FTS MARRD 1300FT W OAKGROVE RD	24392	50
	0003308	ANN ARBOR	BA2824	11/01/67	OCCPT	1	SEC 9 LONGN AND S PONTIAC TRAIL	24793	156
	0003314	NORTHFIELD	BA2825	12/05/67	3819	4	SEC 33 2550 FTS OF NORTHFIELD CHURCH E OF U2	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 1300FT W WHITMORE	25484	50
	0003399	ANN ARBOR	BA2829	03/19/69	875B	1	SEC 16 40FTS DHU VARREN 2670 FT	25586	50
	0003416	HAMBURG	BA2831	06/23/69	OCCPT	1	SEC 21 EAST OF KRESS RD	25776	10
	0003437	HOWELL	BA2833	09/24/69	2166A	1	SEC 23 100FT W 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 11 65FTE 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	05
	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 30972

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	HEAR 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	MB1-S OF DIXON (125-721)	20854	269
	0571137	INDIANFLD	BT9785	03/01/61	3485	3	AT WAHJAMEGA (126-900)	21036	126
	0571150	JUNIATA	BT1688	11/01/62	2334B	1	76' W. OF SANILAC 900' W. OF HIGGINS	21799	49
	0571187	COLUMBIA	BT1719	02/01/65	2845A	1	SEC 22 DICKERSON RD 1350FT E COLLING	23037	67
	0571194	INDIANFLD	BT1712	01/20/66	3718	4	VS 613 PLUS 00 AT CARO (141-981)	23594	150
	0571197	MILLING	BT1710	04/22/66	3740	3	N OF MILLINGTON (142-587)	23730	75
	0571817	INDIANFLD	BT9327	02/28/72	4042	2	09 34' W COLLING 2470' N OF DIXON RD	28045	112
	12746	HAMBURG	BA2796	01/20/14	2611A	1	SEC 26 338' & 427' E OF MERRILL	12746	10
	5719722	INDIANFLD	BT9683	10/03/75	UGL	2	9-DIXON TO COLLING (202-381)	30278	244

*TOTAL RR_CODE 01

4980

RECORDED RIGHT OF WAY 3097A

**Detroit
Edison**

Date: July 12, 1977

To: Records Center

From: Doreen McLain
Real Estate and Rights of Way Department

Subject: Subtransmission R/W crossing, The Ann Arbor Railroad Co.,
Section 26 NW $\frac{1}{4}$ of Howell Township., City of Howell,
Livingston County

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 3	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 27
01	AAA3857	1		4366	2	062277
Payment Frequency 28	Rental 29	OH-UG 32 Code	Division 35	County 36	City or Township 38	Section 45
A	00075	1	1	05	HOWELL	26

Location 47										80																		
3	1	3	A	T	N	O	F	M	5	9	A	M	6	7	0	O	F	T	E	O	F	O	F	B	Y	R	O	M

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved: *John A. Haddow*
JOHN A. HADDOW

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 30972

DT&I M-207
11-15-71

THE ANN ARBOR RAILROAD COMPANY - DEBTOR
PIPE LINE, DRAIN AND WIRE LINE AGREEMENT

Railroad File No. AA-3857

THIS AGREEMENT, made this TWENTY-SECOND day of
JUNE, 19 77, by and between The Ann Arbor Railroad, a Michigan
corporation, hereinafter called "Railroad Company"
and The Detroit Edison Company, a Michigan and New York corporation
2000 Second Ave.
Detroit, Michigan 48226
hereinafter called "Licensee".

WITNESSETH, that the Railroad Company for and in consideration of the
sum of One Hundred - - - - - Dollars
(\$ 100.00 - - - - -) to be paid by Licensee, ~~the receipt of which is hereby~~
~~acknowledged~~ and the payment of the additional sum of Seventy-Five - - - - -
Dollars (\$ 75.00 - - - - -) on the first day of January
each year, during the term of this agreement, commencing
January 1, 1977, 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 transmission
line with necessary appurtenances and
attachments, for the transportation of electrical energy, all of which
is hereinafter referred to as the "Facility" upon and across its land and over
its tracks and structures in ~~xxxxxxx~~: the Township
of Howell County of Livingston State of Michigan
being at Valuation Station 3961+12 Mile Post 75.02
75.02 as shown on the print of: The Detroit Edison Company
Dated 10-29-76
Marked RX 4366 attached hereto and made a part hereof,
upon the following conditions.

RECORDED IN BOOK NO. 30942

1. Before any work is performed by the Licensee on the Railroad Company's property, the Licensee shall submit to and obtain the written approval of the Railroad Company's Chief Engineer, of plans and specifications of the Facility to be located on the Railroad Company's property and the Facility shall be constructed in accordance with such plans and specifications.

2. The Railroad Company may check said plans and specifications and employ inspectors, watchmen and flagmen for the proper and safe protection of the property, traffic and business of the Railroad Company, and at its election, do all or any part of the work within the exterior lines of its lands in connection with or necessary for the construction, repair, renewal, maintenance, change, modification, removal or use of the Facility and Licensee agrees to reimburse the Railroad Company the cost thereof promptly upon presentation of bills therefor. All work done by the Licensee, (including its contractors, agents and servants) pursuant to this agreement, shall be performed at such time or times, in such manner and under such conditions as shall be satisfactory to and approved by the Chief Engineer of the Railroad Company and at the sole risk and expense of the Licensee. The Facility shall be constructed, maintained and operated by the Licensee so as not in any way, in the judgment of the Railroad Company, to interfere with the proper and safe operation, use and enjoyment of the property and railroad of the Railroad Company. In every case, as soon as the actual installation of the Facility has been completed, to the satisfaction and approval of the Chief Engineer of the Railroad Company, the Licensee shall restore the premises of the Railroad Company to the same or as good condition as they were prior to the commencement of work on the Facility.

3. If, at any time or times hereafter, the Railroad Company shall desire to make any changes in its tracks, structures, roadbed or other appurtenances of its railroad, or construct new appurtenances thereto, or use or permit the use of its lands for railroad or industrial or business purposes, at the location crossed or in any way affected by the Facility, then the Licensee shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from the Railroad Company, make such changes in the location or construction of the Facility as, in the judgment of the Chief Engineer of the Railroad Company, may be necessary to accommodate any future use, construction, improvements or changes on the lands of the Railroad Company.

4. No addition, change or modification of the Facility or change in the purpose of its use, shall be made without first obtaining the written consent of the Railroad Company and, in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission, apply to and cover the same with the same effect as if such addition, change or modification had been incorporated in this agreement.

5. If, at any time during the continuance of this agreement, the Licensee shall remove, abandon, or discontinue the use of the Facility, this agreement and all rights hereby conferred upon the Licensee, shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other action on the part of either party.

6. Upon the termination of this agreement in any manner, the Licensee shall unless released therefrom in writing by the Chief Engineer of the Railroad Company, within thirty (30) days', actually remove or cause to be removed, all of the Facility from and restore the premises of the Railroad Company. If the Licensee fails within said thirty (30) days' to remove the Facility, the Railroad Company may forthwith remove the same at the risk and expense of the Licensee and without being in any manner liable to the Licensee for such removal and the Licensee shall reimburse the Railroad Company the cost thereof promptly upon the presentation of bills therefor.

7. The Licensee shall obtain in advance, all licenses and permits required by law and shall comply with all laws, rules, ordinances and regulations, promulgated by lawful authorities having jurisdiction in the matter, applicable to the construction, maintenance or use of the Facility and agrees to indemnify and save harmless the Railroad Company against all expense, fines, penalties, costs and judgments imposed upon or suffered by the Railroad Company for failure to do so.

RECORDED IN THE STATE OF TEXAS

30942

PROPOSED LINE CROSSING OVER ANN ARBOR RAILROAD
 IN 313' N. of E. of M-59 (HIGHLAND RD)
 EXISTING PERMIT NUMBER NEW
 CITY OF HOWELL

SECTION 26 NE 1/4 TOWNSHIP HOWELL T 3N R 4E COUNTY LIVINGSTON

NOTES
 MATERIALS SHALL BE AS NOTED IN THE CURRENT REVISION OF DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS.
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN, BUT THE REQUIREMENTS OF THE CURRENT REVISIONS OF ORDER NOS. 1678 AND 1688 OF MICHIGAN PUBLIC SERVICE COMMISSION WILL BE COMPLIED WITH.

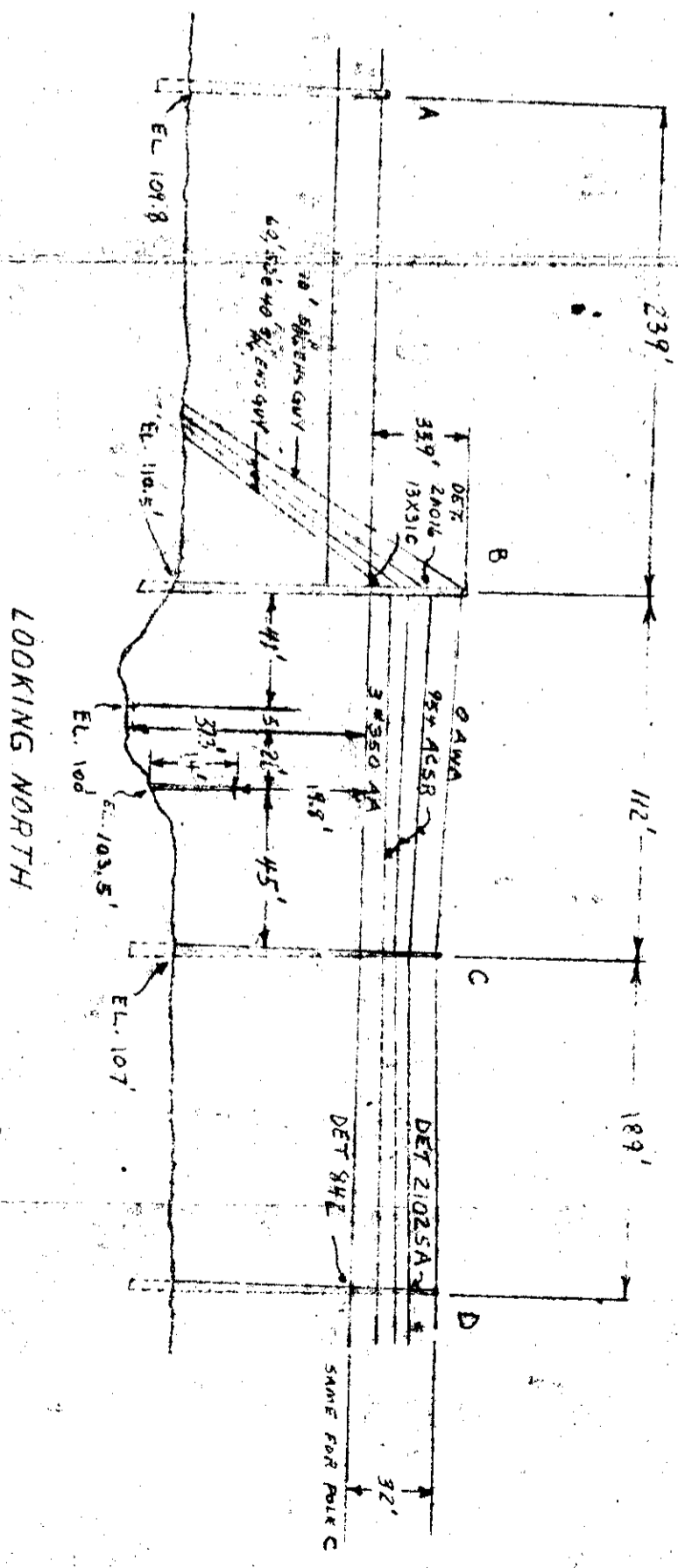
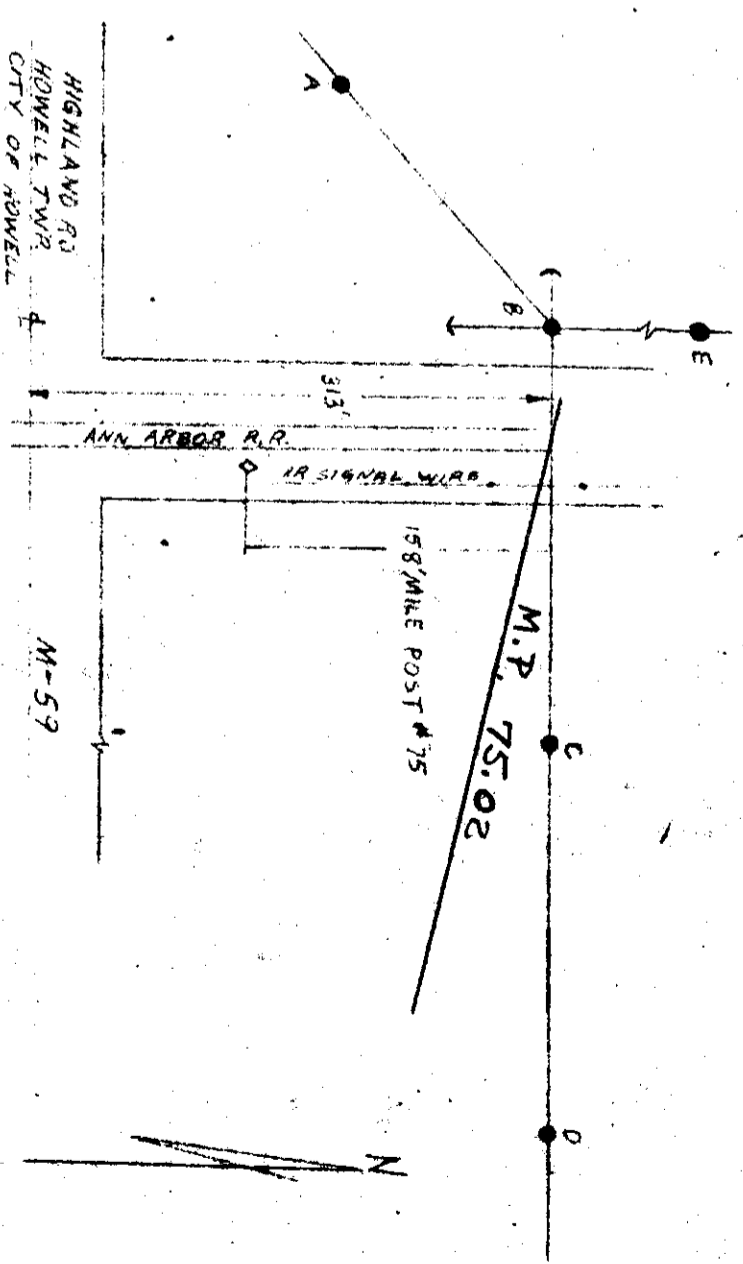
MINIMUM CLEARANCES

NEAREST POLE TO RAIL	SIDING MAIN LINE
7 FT	12 FT
WIRES OVER TRACKS	
0 - 750 VOLTS	27 FT
750 - 15,000 VOLTS	28 FT
15,000 - 60,000 VOLTS	30 FT
60,000 - 120,000 VOLTS	33 FT
WIRES OVER R R SIGNAL	
0 - 750 VOLTS	2 FT
750 - 8,700 VOLTS	4 FT
8,700 - 50,000 VOLTS	6 FT
50,000 - 120,000 VOLTS	9 FT

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R. R. TRACKS	CONDUCTORS		POLES					
			NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	SET
B-C	112'	350 Kcmil AA	3	954	ACSR	40KV	A	40'	+	6'
			1	0	AWA	SHIELD	B	75'	1	9.5'
			3	350	AA	13.2KV	C	70'	1	9'
						D	70'	1	9'	
						E	70'	1	9'	
						F	35'	2	6'	

SAG TABLE 1
 RULING SPAN 175'
 FINAL SAG RATIO 110

DESIGNED BY T. SMART
 CHECKED BY J. M. HOFFMAN
 SYSTEM ENGINEERING DEPT.
 DIVISION HOWELL
 DATE 10-27-76



LOOKING NORTH

Detroit

2020 Second Avenue
Detroit, Michigan 48226
(313) 237-6000

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
& TRANSPORTATION

Mr. John Lonskey
Two North Plaza
Jackson, MI 49202

Gentlemen:

The Detroit Edison Company plans to construct, operate, and maintain an overhead electric line in the City of Howell, Livingston County, Michigan.

The line will cross the tracks of the Ann Arbor Railroad Company. The wires to be installed are:

<u>Span B-C</u>	
3 954 ACSR	40,000 Volts
1 #0 AWA	Shield Wire
3 350 AA	13,200 Volts

The railroad has given the following waiver of hearing:

 Waiver dated enclosed

 Blanket Waiver No. on file with MPSC

The wire crossing location is 313' N of M-59 & 700' E of Byron in the city of Howell, in Section 26 NE $\frac{1}{4}$ of the Township Howell, T3N R4E in the County of Livingston.

The proposed crossing is shown on drawing No. RX-4366

XX This is a new crossing

 This is a re-construction

The proposed construction will be performed according to the Rules and Regulations of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company as approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

Please grant a MPSC permit to The Detroit Edison Company for the proposed crossing.

47000-28-77R
Permit No. JN-291-77

Date 7-8-77

By John Lonskey

Sincerely,

John A. Haddow
John A. Haddow
Public Agency Coordinator
Real Estate and Rights of Way
Department

RECEIVED

JUL - 8 1977

JACKSON DISTRICT #8
Michigan Department of State Highways & Transportation

RECORDED RIGHT OF WAY NO. 30972

SEND TO STATE
(PERMIT)
JACKSON OFFICE

The Ann Arbor Railroad Company — Debtor
John M. Chase, Jr. — Trustee

1348 Buhl Building, Detroit, Michigan 48226

June 24, 1977

File No. AA-3857

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Sir:

Attached is a completely executed Wire Line Agreement, our file No. AA-3857 between the Detroit Edison Company and the Ann Arbor Railroad Company for the construction, maintenance, use, operation, and removal of a wire line crossing over the Railroad Company's tracks and right-of-way at a point 313 ft. north of M-59, City of Howell, Livingston County, Michigan.

In future correspondence concerning this crossing, please refer to our File Number AA-3857.

Yours very truly,

John Charles J. Moberg, Jr.
J. M. Chase, Jr.
Trustee

RECORDED RIGHT OF WAY NO. 30972

**Detroit
Edison**

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

January 24, 1977

0.7.41

The Ann Arbor Railroad Company
John M. Chase, Jr. - Trustee
One Parklane Boulevard
Dearborn, Michigan 48126

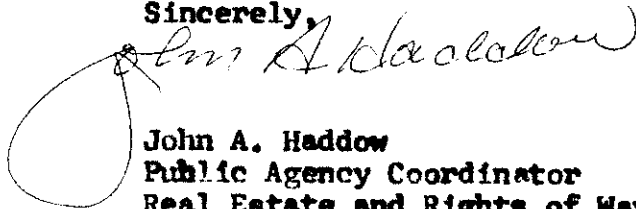
Re: Wire Line Agreements - Detroit Edison
Drawings - RX-2118B and RX-4366

Dear Mr. Chase:

Both of the agreements covering the RX-2118B and
RX-4366 have been signed by The Detroit Edison Company.

Please have them signed by The Ann Arbor Railroad
Company and return a fully executed copies for my file.

Sincerely,



John A. Haddow
Public Agency Coordinator
Real Estate and Rights of Way
Department

JAH/dj
Attachments

RECORDED RIGHT OF WAY NO. 30972

The Ann Arbor Railroad Company — Debtor
John M. Chase, Jr. — Trustee

ONE PARKLANE BOULEVARD, DEARBORN, MICHIGAN 48126

TELEPHONE 336-9600 LINE 278

963-5343

November 24, 1976

The Detroit Edison Company
2000 Second Ave.
Detroit, Michigan 48226

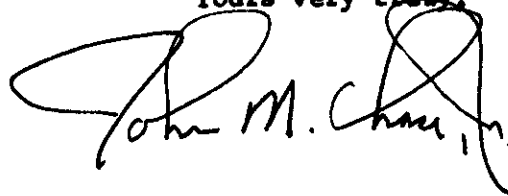
Gentlemen:

Attached are two (2) copies of Wire Line Agreement in which it is proposed that the Detroit Edison Company and the Ann Arbor Railroad Railroad Company enter into for the construction of a transmission line at a point 313 ft. north of M-59, City of Howell, Livingston County, Michigan crossing over

the Railroad Company's tracks and right-of-way at milepost 75.02, valuation station 3961+12.

If satisfactory, please have both copies of the agreement executed on behalf of your Company, and return both copies to us for further handling, after which one completely executed copy will be returned to you.

Yours very truly,



RECORDED RIGHT OF WAY NO. 26972

The Ann Arbor Railroad Company — Debtor
John M. Chase, Jr. — Trustee

ONE PARKLANE BOULEVARD, DEARBORN, MICHIGAN 48126
TELEPHONE 336-9600 LINE 278

November 24, 1976

Michigan Public Service Commission
Lansing, Michigan

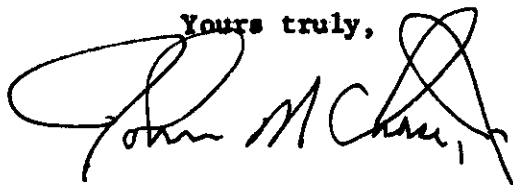
Gentlemen:

The Ann Arbor Railroad Company hereby waives its right
of hearing in the matter of the application of the Detroit Edison Company
for the construction of a transmission line
crossing over the tracks and right-of-way of the
Ann Arbor Railroad Company at a point 313 ft. north of M-59,
City of Howell.

Livingston County, Michigan, at Valuation Station 3961+12.

This Waiver of Hearing is granted on condition that this transmission
line crossing will be constructed in accordance with the Detroit Edison
Company Drawing No. RX-4366 dated 10-29-76
and with the rules and regulations of the Michigan Public Service Commission.

Yours truly,



RECORDED RIGHT OF WAY NO. 200972

November 19, 1976

Mr. L. W. Haydon
The Ann Arbor Railroad Company
One Parklane Boulevard
Dearborn, Michigan 48126

Proposed Overhead Wire Crossing:

Span B-C

3 954 ACSR 40,000 Volts
1 #0 AWA Shield Wire
3 350 AA 13,200 Volts

Specific Location

313' N of M-59 & 700' E of Byron in the city of Howell, in
Section 26 NE $\frac{1}{4}$ of the Township Howell, T3N R4E in the County
of Livingston.

RECORDED RIGHT OF WAY NO. 30912

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

City/Village Howell Township Howell

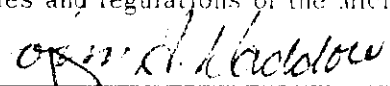
County Livingston Detroit Edison Plan Attached RX-4366

This is a New Crossing XXX 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.



John A. Haddow
Public Agency Coordinator

FILE FORM

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

SENT TO RR 1119172

D.O. No. B-48487

Date 11-4-76

THE DETROIT EDISON COMPANY

RAILROAD CROSSING DATA SHEET

RX 4366

Span B-C

Revision of RX _____

M.P.S.C. Permit and Date _____

Railroad: ANN ARBOR

Facilities:	3	954 ACSR	40,000 Volts
	1	#0 ANA	SHIELD WIRE
	3	350 AA	13,200 Volts

Location: 313' N OF M-59 & 700' E OF BYRON IN THE CITY OF HOWELL, IN SECTION 26 NE 1/4 OF THE TOWNSHIP HOWELL, T3N R4E IN THE COUNTY OF LIVINGSTON.

System Engineering Dept.

Date 11-4-76

By J.M. Hoffman

RECORDED - RIGHT OF WAY NO. 30912