

T. R. Jackson Assistant Vice President 6737 Southpoint Drive, South Suite 100 Jacksonville, Florida 32216 (904) 279-4515 FAX (904) 279-4586 or (904) 279-4581

DUPLICATE ORIGINAL

March 19, 1992

Mr. Thomas Wilson Detroit Edison Company 2000 Second Avenue Detroit, MI 48226

Dear Mr. Wilson:

This letter will confirm our understanding and agreement that for One Dollar and Other Valuable Consideration paid by the Detroit Edison Company (DE) effective as of April 1, 1992, CSX Transportation, Inc., hereby waives future rental requirements (provided there shall be no refunds of any prepaid rentals) and termination rights for the now existing aerial and underground wireline and proposition consists appearance identified on the attached Exhibit A. Except as pipeline crossing agreements identified on the attached Exhibit A. Except as described in the preceding sentence, the terms of all such agreements remain unaltered and in full force and effect.

Please indicate your understanding and acceptance of the foregoing by having the duplicate original of this letter executed on your behalf and return to the undersigned. No further revision of the individual license agreements will be necessary to effect the changes set forth in the first sentence of the first paragraph other than this letter exchange which will constitute a supplement to paragraph other than this letter exchange, which will constitute a supplement to each agreement.

> CSX TRANSPORTATION, INC. CSX Real Property, Inc. By: Its Attorney-in-Fact

> > Jackson Assistant Vice President

TRJ:hkm

THE FOREGOING IS UNDERSTOOD AND AGREED THIS _____ DAY OF MARCH, 1992.

DETROIT EDISON COMPANY

BY:

Title: Paul W. Potter, Director -Corporate Real Estate

RECORDED RIGHT OF WAY NO

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

March 14, 1956

mr 3/15/12

MEMORANDUM TO:

MR. ELDRED H. SCOTT Vice President and Controller 520 General Offices

Attached, for the General Files, is a fully executed copy of the agreement between The Chesapeake and Ohio Railway Company, the General Telephone Company and The Detroit Edison Company covering the construction and maintenance of the General Telephone Company's proposed aerial wire line crossing attached to our poles over the tracks and right of way of The Chesapeake and Ohio Railway Company East of Milford Road opposite Woodruff Road in the Southwest 1/4 of Section 10, Highland Township, Oakland County, Michigan, shown on our Plan RX-2775. Our crossing over The Chesapeake and Ohio tracks is covered by agreement dated October 2, 1951, Right of Way File No. 14066.

General Telephone Company agreement dated March 5, 1956, calls for payment of preparation fee and annual rental to The Chesapeake and Chio Railway Company by the General Telephone Company. This agreement is to be cross-referenced with Right of Way File No. 14066, also attached.

I. W. Gamble
Assistant Supervisor of Rights of Way

IWG/emr

Encls.

GENERAL FILES
RECEIVED MAR 16 1956
CLASSIFICATION:
RECORDED R/W NO. 14066

REFERRED TO

RIGHT OF WAY FILE No. 1466

HLD 8-3 WGC

THIS ACRESORST, made this 5th day of 10 well A. 1956, by and among wer CHREAPMARE AND ORIO RATINAY COMPANY, a Virginia corporation, hereinafter called First Party, THE DETROIT EDISON COMPANY, a New York corporation, hereinafter called Second Party, and GENERAL TELEPHONE COMPANY, a Michigan corporation, hereinafter called Third Party.

WITHESSETH:

WHEREAS, First Party entered into an agreement with Second Party, bearing date the 2nd day of October, A. D. 1951, whereby First Party granted to Second Party, smong other things, the right, license, and permission to construct, operate, and maintain an aerial wire line over and across First Party's then Pere Marquette District (now Morthern Region), Seginsw Division, right of way and tracks at Station 10383 plus 80 in Section 10, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, which location is shown in solid red line on First Party's Drawing No. A-551228, hereto attached and made a part hereof, and

WHEREAS, Second Party and Third Party have requested First Party to grant to Third Party the right, license, and permission to attach two (2) telephone wires to the poles of Second Party's aerial wire line covered by the aforesaid agreement dated October 2, 1951, which serial wire line of Third Party will extend over and across First Party's right of way and track at the aforesaid location, as shown on said attached drawing.

NOW, THEREFORE, it is agreed by and among the parties hereto as follows:

First Party grants to Third Party, at the request of Second Party and Third Party, so far as First Party may lawfully do so, the right, license, and permission to attach two (2) telephone wires to the poles of Second Party's merial wire line at the location aforesaid, shown in solid red line on First Party's said attached drawing, on the following terms and conditions, and subject to the following limitations, and not otherwise:

- 1. Third Party shall obtain permission and authority from the Michigan Public Service Commission for the installation, operation, and maintenance of said serial wire line and shall at all times observe all requirements of public authority governing or respecting the same. Third Party shall install and maintain said wire line in accordance with its standards of construction on file with and approved by the Michigan Public Service Commission. Third Party shall install said aerial wire line at its own cost and expense and shall likewise at its own expense operate and maintain the same in a safe and proper condition at all times hereafter.
- 2. Third Party's said serial wire line attached to the poles of Second Party will consist of two (2) No. H-135 bare steel telephone line wires. Said serial wire line shall be installed and maintained with a clearance of not less than twenty-eight (28) feet above the tops of rails of First Farty's tracks and not less than five (5) feet above First Party's communication lines on said right of way. Said serial wire line shall extend a distance of one hundred ten (110) feet over and across the right of way and tracks of First Party. Subject to all of the terms, conditions, and limitations herein contained, Third Party may, at some time in the future, install two (2) additional wires over and across the right of way and tracks of First Party at the location aforesaid.
- 3. If, in the judgment of First Party, the operation, maintenance, or use of Third Party's serial wire line at any time causes inductive or physical interference with the communication circuits now or hereafter

installed on the property of First Party or in any manner interferes with the operation, maintenance, or use by First Party of its right of way, tracks, structures, pole lines, devices, facilities, or other of its property, Third Party, within thirty (30) days after receiving written notice from First Party to that effect, will promptly, at its own risk, cost, and expense, make all changes in its facilities as, in the judgment of First Party, may be required to eliminate such interferences. In the event First Party shall at any time hereafter deem it necessary or advisable to change the grade or location of its track or tracks, to construct any additional track or tracks, to make any other additions and betterments, or to otherwise improve, change, or relocate its structures, pole lines, devices, or facilities at or in the vicinity of First Party's property occupied by Third Party's serial wire line, which rights First Party hereby expressly reserves unto itself, Esing Party, within thirty (30) days after receiving written notice from First Party so to do, will promptly, at its own risk, cost, and expense, relocate, raise, alter, or otherwise change its serial wire line in accordance with Third Party's standards of construction and maintenance on file with and approved by the Michigan Public Service Commission, or as may be required by law, to a location and in a manner which, in the judgment of First Party, will enable First Party to change the grade or location of its track or tracks, to construct any additional track or tracks, to make any other additions and betterments, or to otherwise improve, change, or relocate its structures, pole lines, devices, or facilities as aforesaid.

- 4. Third Party shall assume all liability for loss of or damage to property and injury to or death of persons, including the property of First Party, Second Party, Third Party, and all other persons and parties, and injury to or death of all persons, whether or not they are employees of the parties hereto or are other persons or parties, caused either in whole or in part by, or arising out of, or resulting in any manner from, the construction, installation, maintenance, existence, use, repair, renewal, or removal of the serial wire line covered by this agreement, or from a failure to maintain, repair, or renew the same, and Third Farty shall indennify and save harmless First Party from and against such liability, including all costs and expenses incident thereto. Third Party shall assume all liability for, and shall hold First Party barmless from and indemnify First Party against, all loss of or damage to property of, and injury to or death of employees of, Third Party, including all costs and expenses incident thereto, caused either in whole or in part by, or arising from, any act or omission, negligant or otherwise, of First Party, its employees or agents, in the operation and/or maintenance of its railroad.
- 5. Third Party shall pay to First Party the sum of Twenty-five Dollars (\$25.00) on execution of this agreement toward the cost of preparing the same Third Party shall pay to First Party as a rental charge for the use of its premises, the sum of Two Bollars (\$2.00) on execution of this agreement, to cover the period from date hereof to Becember 31, 1956, and thereafter, commencing January 1, 1957, the sum of Two Bollars (\$2.00) per ammum, in advance, for each and every year, or fraction thereof, during which this agreement shall remain in force and effect.
- 6. This agreement shall continue in force and effect until terminated by thirty (30) days' notice in writing from any party to the other parties of an intention to terminate the same. Upon the giving of such notice, Third Party agrees to remove, at its own expense, the said serial wire line from over the right of way of First Party and to restore and leave said right of way and tracks in as good condition as before the installation of said serial wire line on the poles of Second Party's serial wire line. In the event Third Party shall fail so to do within thirty (30) days after such notice of termination by any party has been given to the other parties, then

TOTAL OF MANAGEMENT

First Party, without incurring any liability to Second Party and/or Third Party, may perform the work of removal and restoration at the cost and expense of Third Party. Third Party shall repay to First Party all such cost and expense within thirty (30) days after bill for same has been presented to Third Party.

7. This agreement shall inure to the benefit of and be binding upon the lessees, successors, and assigns of the parties hereto. No assignment by either Second Party or Third Party of this agreement, or of any rights hereunder, shall be made without obtaining the prior written consent of

IN WITHERS WHEREOF, the parties hereto have executed this agreement in triplicate the day and year first above written.

THE CHESAPRAKE AND ONIO RAILWAY COMPANY

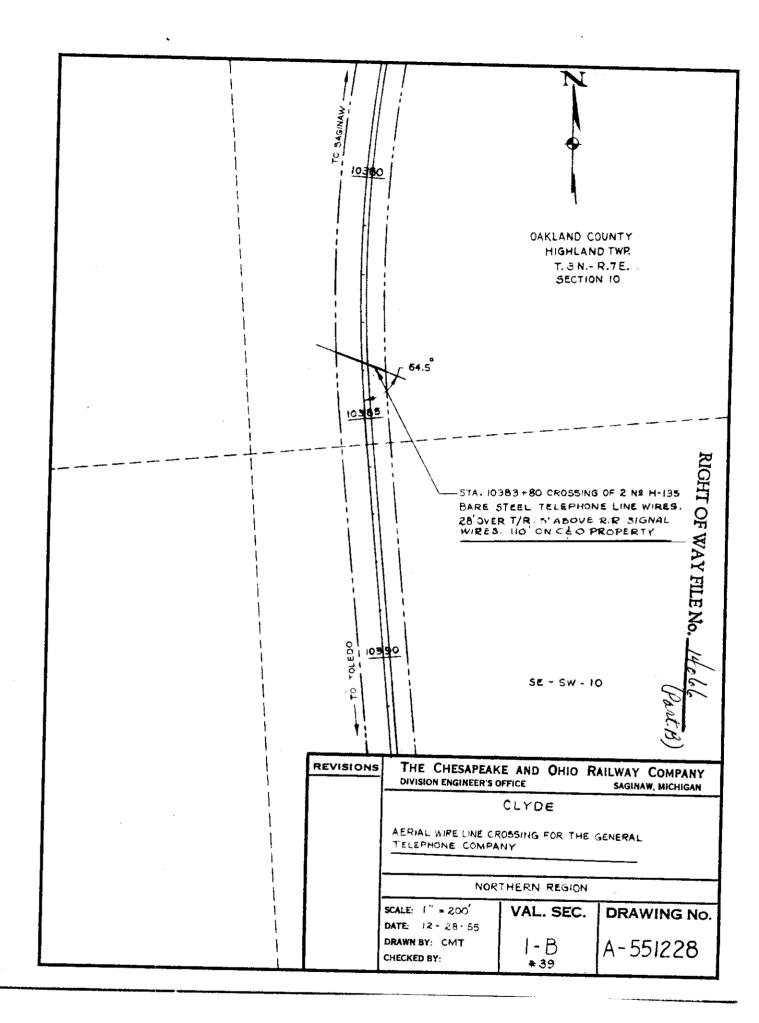
VICE PRESIDENT - CONSTRUCTION AND MAINTENANCE

THE DEFROIP EDISON COMPANY

RICHARD H. TAYLOR, DIRECTOR REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

GENERAL TELEPHONE COMPANY

Vice-President



Detroit Edison:

CORPORATE REAL ESTATE SERVICES

Job Project No.: Location Project No.:

X04032 B09478

OCCPT/RX NO.:

RX2774B

Date:

May 4, 1992

To:

Ava D. Thrower Records Center

From:

Thomas Wilson

Subject:

Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated March 23, 1992, to CSX Transportation to revise the above mentioned crossing in SW 1/4 of Section 3, Highland Township, Oakland County, Michigan.

Service Planning, Oakland Division, is hereby notified to revise the crossing as requested. Note: all work associated with aerial crossings of railroad tracks require advanced notice to the operating railroad.

Please incorporate these papers into Record Center File 14066.

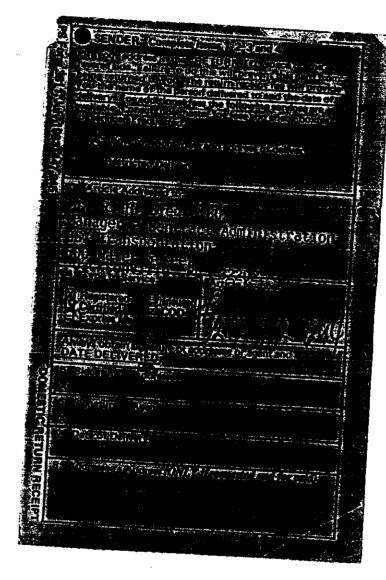
Attachments

cc: F. E. Wallis

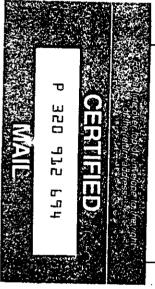
B-4



Addressey's Address (Only if requested and fee is paid)	
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Express Mail Return Receipt for Merchandise	
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		[!			

UNITED STATES POSTAL SERVICE

OFFICIAL BUSINESS

SENDER INSTRUCTIONS

Print your name, address, and ZIP Code in the space below.

Complete items 1, 2, 3, and 4 on the reverse Attach to front of article if space permits, otherwise affix to back of article.

Endorse article "Return Receipt Requested" adjacent to number.

RETURN





RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
HOT FOR INTERNATIONAL MAIL
(See Reverse)

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PENALTY FOR PRIVATE USE, \$300

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Thomas Wilson
Detroit Edison (Nam
2000 Second Avenue
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Detroit, MI 48226 (Name of Sender)
Suite 2310

Suite, P.O. Box or R.D. No.)

(City, State, and ZIP Code)

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	was a second of the second of	DOMESTIC RETURN RE	CEIPT



March 23, 1992

Mr. R. H. Sieg - J180 Manager - Contract Administration CSX Transportation 500 Water Street Jacksonville, FL 32202

Re:

Wire Crossing Notification

Dear Mr. Sieg:

This letter is your notice of the planned reconstruction of an overhead wire crossing over your railroad tracks under terms of an agreement dated October 2, 1951 (L4395) by The Detroit Edison Company, in the SW 1/4 of Section 3, Highland Township, Oakland County, Michigan.

Location:

Approximately 765 feet north of Milford Road, 2600 feet west of Harvey Lake Road and approximately 2500 feet east of Buckhorn Lake Road.

- Detroit Edison Project and Crossing Nos.: BO9478, RX2774B
- This is a reconstruction of an existing crossing in Edison Row File 14066.
- 4. Please indicate your:
 - R.R. Valuation Station No.
 - R.R. Mile Post No.
 - Will a Flagman or Inspection be required?

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

In the event you do not acknowledge receipt of this letter within 45 days of the above date, our crews will be instructed to begin work.

Please contact me on (313)237-8314 if you have any questions.

Sincerely,

Thomas Wilson Real Estate Associate Room 2310 WCB

cc: F. E. Wallis

Attachments B12

Certified Mail Return Receipt Requested

APPLICATION FOR WIRE OR CABLE LINE CROSSING OF PROPERTIES AND TRACK

Plans for proposed installation shall be submitted to and meet the approval of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of National Electrical Safety Code, current edition, and requirements of CSX Transportation, Inc. Original and four (4) copies of this form shall be submitted, accompanied by five (5) letter size prints of a drawing showing plan, elevation section of crossing from field survey, location in respect to mileposts, width of Railroad's right of way and location of adjacent structures affecting crossing. 1. Complete legal name of applicant: **DETROIT** EDISON COMPANY** Telephone: \$1/3 DASTERMANY** Telephone: \$1/4 DASTERMANY** Telepho		(For RR Use) Division	Subdivision	Val. Sec. (Map)
Address: 200 Second Ave City: Defroit State: Mich Tip: 3. If incorporated, name of state in which incorporated: New York Municipality: 4. Location: Noe microb Rolfost feet 5. Nearest Station: Microb Rolfost feet 6. Angle between centerline of right-of-way and wireline will be Africated Service 7. Number of Railroad Company's tracks to be crossed New Number of pole lines crossed One 8. Crossing will be transmission No Foot Rolfost No Or Phases 3 Hertz 60 No Or Phases 9. Alternating current 10 Colfo Voltage 10. No Or Phases 3 Hertz 60 No Or Phases 11. Conductors: (a) Number 10. Number 10. No No No Phases 3 Hertz 60 No Or Phases 11. Conductors: (a) Number 10. No No No Phases 12. No Or Phases 11. Conductors: (b) No No Rolfost No No No Phases 12. No No Phases 13. No No Phases 14. No No Phases 14. No No Phases 14. No No Phases 15. Outside diameter 15. Outside diameter 16. No	cu sul su	rrent edition, and requirements of CSX Tomitted, accompanied by five (5) letter size vey, location in respect to milepost, width	ransportation, Inc. Origin	citications of National Electrical Safety Code, al and four (4) copies of this form shall be
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Detroit Edison

Real ate and Rights of Way Department Railroad Crossing Application - Overhead

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Realitate and Rights of Way Department
Railroad Crossing
Application - Overhead

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April 30, 182

To:

Records Center

From:

Sharon Sounart

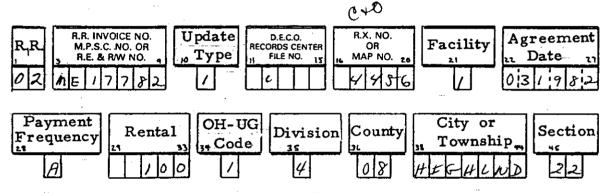
Real Estate and Rights of Way Department

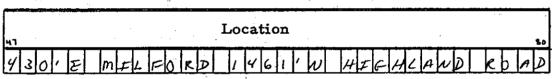
Subject:

430' E. Milford Road 1461' N. of Highland Road, Section 22, Highland Township, T3N R7E, Oakland

County.

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





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

cc: Accounts Payable

☐ Service Planning

☐ System Engineering

☐ Transmission & Distribution

DE FORM RR-IS 3-76CS

RECORDED RIGHT OF WAY NO.

File: 8.155 (137) C&O



100 North Charles Street Baltimore, Maryland 21201 301 237 3536

Telephone Inquiries
Call: Richard F. Mayer
301-237-2350

Mr. R. G. DuPont Supervisor - Real Estate Services The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

Re: Highland, Michigan - Wire crossing agreement dated March 19, 1982 (Agreement No. 18510) covering VS 10477+12 - The Detroit Edison Company/The Chesapeake and Ohio Railway Company

Dear Mr. DuPont:

Please arrange to furnish evidence of insurance as outlined in Section 18 of the above captioned agreement.

In your reply please refer to my file number as noted above.

Yours very truly,

R. Eugene Gibson

RFM:hsp

cc: Mr. R. W. Drucker: - File 131-2-5499

RECORDED RIGHT OF WAY NO.



Stewart Smith Mid America, Inc.

125 South Wacker Drive

Chicago, Illinois 60606

Phone (312) 236-7333

VERIFICATION OF INSURANCE

CERTIFICATE NUMBER

IN ACCORDANCE WITH AUTHORIZATION GRANTED TO Stewart Smith Mid America, Inc.

BY

Transport Indemnity; Allianz Underwriters, Inc.; Great American Surplus Lines; and Evanston Insurance Company

HEREINAFTER CALLED "UNDERWRITERS"

THIS IS

The Chesapeake and Ohio Railway Company P.O. Box 1800 Huntington, West Virginia 25718

THAT THE UNDERWRITERS HAVE ISSUED TO

THE DETROIT EDISON COMPANY 2000 Second Avenue. Detroit, Michigan 48226

POLICY OF INSURANCE NO. UT 3584

FOR THE PERIOD BEGINNING AT 12:01 a.m.

ON THE 30th

DAY OF

AND ENDING AT continuous until

ON THE DAY OF

cancelled 10 STANDARD TIME AT THE PLACE OF ISSUE.

INSURING SAID ASSURED FOR

Public Liability including liability for assumed under

contract with The Chesapeake and Ohio Railroad Company for Highland,

Michigan, Wire Crossing Agreement dated March 19, 1982 (agreement

Number 18510) covering VS 10477+12.

THE LIMITS OF LIABILITY CONTAINED IN SAID POLICY ARE AS FOLLOWS: \$2,000,000 per

occurrence excess of \$500,000 self-insured retention

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional assured, nor does it modify in any manner the contract of insurance between the Assured and the Underwriters. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Should the above mentioned contract of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we the undersigned, will endeavor to give ten (10) days written notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the Underwriters.

SIGNED AT CHICAGO, ILLINOIS, THIS 21st

DAY OF May

19 82

Stewart Smith Mid America, Inc.

RECORDED RIGHT OF WAY NO. _

RECORDED RIGHT OF WAY NO. 14066

INTERDEPARTMENT CORRESPONDENCE July 3, 1969

TO RECORDS CENTER:

supplemental

Attached is fully executed copy of agreement from:

The Chesapeake and Ohio Railway Company - Railroad File No. 131-4-10138

Facilities Covered:

One No. 4 ACSR 7620 volt wire and one No. 4 ACSR neutral wire and one 3/16 inch extra heavy strength guy wire (Span A-B)

Specific Location:

Private property at a point 250 feet East of Milford Road and 1510 feet North of Middle Road, approximately 1/2 mile South of the Village of Clyde.

R. R. Valuati	on Station_10385 + 92	Mile Post 38 feet Nort	th of M.P. Sag 50
City/Village_	Towns	hip Highland, SW 1/4 c	of Section 10
County <u>Oakl</u> Supplements	Detroit E	dison Plan No RX-27	75в
Agreement/Ra	мжж Date <u>May</u> 7, 1969	R. R. Plan No.	DECO Plan
Preparation F	ee None Annua	l Rental Remains the sa	me at \$55.00.
Supersedes an	d Cancels Agreement dated	R / W	No
	lemental Agreement and is to b		
of R/W No. 90	d Trunk Western Railroad Permi	it No	to be made a part
REC	CORDS CENTER		
RECENT TO ALL	80 JUL 1 1 1969 MACE		IAI.C
V-2 VO. 0.77	<u>~_)</u>	W Stomble	(40)
JVS snc Enclosures	Pro	W Gamble, Supervisor operties and Rights of	of Rights of Way Way Department

DE FORM PO 189



B. G. NASH General Manager

GENERAL MOTORS BLDG. DETROIT, MICHIGAN 48202

May 7, 1969

File: 131-4-10138 ID/42

The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

Gent lemen:

This refers to our agreement dated October 2, 1951, amended April 20, 1966 and February 20, 1969 covering three (3) transmission line crossings at Stations 10335 plus 99, 10385 plus 55 and 10403 plus 55, Toledo Subdivision, Saginaw Division, Oakland County, Michigan, and to your recent request to reconstruct the said crossing at Station 10385 plus 92 covered by the aforesaid agreement whereby the new facilities will consist of one (1) #4 ACSR 7620 volt wire, one (1) #4 ACSR neutral wire and one (1) 3/16 inch extra heavy strength guy wire as shown on Drawing RX-27758, dated May 17, 1951, revised September 22, 1967 attached hereto and made a part hereof.

This will constitute Railway's consent and approval of the said reconstruction with the understanding that said new facilities be subject to the terms and conditions of and covered by the aforesaid agreement as fully as though they had originally been described therein and covered thereby; it being understood and agreed that, except as hereby amended, said agreement shall continue unaltered and in full force and effect.

Please sign this letter, which is submitted in duplicate, in the space provided below, returning the original to the undersigned.

Very truly yours,

THE CHESAPEAKE AND ONIO RAILWAY COMPANY

By General Manager General Manager

The feregoing is hereby acknowledged and agreed to this day of JUN 1 6 1969

THE DETROIT EDISON COMPANY

ey L. W. Zamble

I. W. Gamble

Supervisor of Rights of Way Properties and Rights of Way Dept. SUPERINTENDENT

APPROVED AS TO/TORM

ATTORNEY

THE DETROIT EDISON COMPANY

DETROIT 26, MICHIGAN

June 24, 1969

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Chesapeake and Chio Railroad approximately & miles south of the Village of Clyde in the SWk of Section 10, Righland Township, T-3H, R-7E, Oakland County, Michigan.

Span A-B

One #4 ACSR - 7620 volt wire and one #4 ACSR mentral wire and one 3/16" extra heavy strength guy wire over the track of the Chesepeaks and Chio Reilroad located on private property at a point 250' east of Milford Road, 1510' north of Middle Road and 38' north of mile post SAC.59. (R.R. Val. Sta. 10385+92)

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.

_										-			•		
E	Enclosed	is	a	waiver	of	hearing	granted	ру	the	Railroad	Company	71 V• da	le ted	131-4-10 ! 5-7 -69	135

-) 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. ID 2-8-6323 dated 2/28/69
- This is a new crossing.

Reference number of construction drawing is RX- 27758

Yours very truly,

ED2-8-6396 Permit No.

Date .

'-1-69*(*

Supervisor of Rights of Way Properties and Rights of Way Dept.

JVS/anc

Enclosure

Check in circle indicates statement applicable.

THE DETROIT EDISON COPPANY

2000 SECOND AVENUE

TO:

DETROIT, MICHIGAN 48226

April 29, 1969 Mr. R. C. Tench Chief Engineer - System Engineering Department The Chesapeake and Ohio Railway Company C & O Building, 405 Eleventh Avenue P. O. Box 1800

Huntington, West Virginia 25718

mmission.	faces and regulations of the Michigan Public Service
	the fules and regulations of the second
construction will be done in accordance with	the rules and regulations of the Michigan Public Service
(Waiver of Hearing to be n	Waiver of Hearing Requested in duplicate mailed to applicant listed below)
anket Waiver of Hearing Covers	10
Supplemented February 20, 1969. R.R.	(R. R. Plan) A-551228 dated
Date N	arch 5, 1954
his is a New Crossing This is	a Reconstruction of Existing Crossing
Detroit Edison I	Plan Attached BX-2775m
rty/ viiiage	Township Highland out 144
R. R. Valuation Station 10385+92	R. R. Mile Post 38' North of M.P. SAG. 59
_	
approxima	point 250 feet East of Milford Road and 1510 tely 1/2 mile South of the Village of Clyde.
Specific Location Private property at a	
	2775-3
	mone (Capacity & Table)
	especial de la companya de la compan
	n: Toledo Saginaw 5-7-69 Janing Waiwed 5-7-69
	WBIT OCO
	n: Toledo

AREA CODE 313 TELEPHONE 962-2100

THE DETROIT EDISON CO! PANY

2000 SECOND AVENUE DETROIT, MICHIGAN 48226

TO:

April 29, 1969

Mr. R. C. Tench Chief Engineer - System Engineering Department The Chesapeake and Ohio Railway Company C & O Building, 405 Eleventh Avenue P. O. Box 1800 Huntington, West Viscototo 2000
Muntington, West Virginia 25718

Proposed Overhead Wire Crossing:
One No. 4 ACSR 7620-wolt wire and one No. 4 ACSR neutral wire and one 3/16 inch extra
heavy strength guy wire. (Span A-B)

Specific Location Private property at a point 250 feet East of Milford Road and 1510 feet North of Middle Road, approximately 1/2 mile South of the Village of Clyde.

feet North of Middle Road, approximately 1/2 mile South of the Village of Clyde.	RECORDED
	ED RIGHT
	HIT OF
R. R. Valuation Station 10385+92 R. R. Mile Post 38° North of M.P. 8AG. 59	WAY N
City/Village Township Highland, SW 1/4 of Section 10	. OM
County Oakland Detroit Edison Plan Attached RX-2775B	1
This is a New Crossing This is a Reconstruction of Existing Crossing Previous Agreement I. 6	14066
Previous Agreement Information (12)	1
Previous Agreement Information (if any) Date March 5, 1956 (R.R. Plan) A-551228 deted 12 Supplemented February 20, 1969. R.R. File No. 131-4-10138	-28-55
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.	
I. W. Gamble Supervisor of Rights of Way Properties and Rights of Way Dept.	

RECORDED RIGHT OF WAY NO. 14066

INTERDEPARTMENT CORRESPONDENCE

March 26, 1969

TO RECORDS CENTER:

supplemental letter

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

The Chesapeake and Ohio Railway Company R.R. File No. 131-4-10138 ID/44

Facilities Covered: One #4 ACSR 7620 volt wire and one #4 ACSR neutral wire (Span A-B).

Specific Location: In private property at a point 250 feet east of Milford Road and 1510 feet north of Middle Road, approximately 1/2 mile south of the Village of Clyde.

- ハイモスをはて	CTC DEPT. CANCELLED
CONTRACT ECOK	20.69 20 ₂
CHECKED BY	
	City/VillageTownship Highland (SW 1/4 Sec. 10)
	County Oakland Detroit Edison Plan No. RX-2775A
	Supplemental Letter Agreement Permit Date <u>February 20, 1969</u> R. R. Plan No. <u>Used DECo Plan</u>
NUP	Preparation Fee None Annual Rental Remains the Same at \$55.00
4	Supersedes and Cancels Agreement datedR/W No
	This is a Supplemental Agreement and is to be made a part of R/W 14066, Part A
REFERRED	Attached Grand Trunk Western Railroad Permit Noto be made a part 100 R/W No. 9064.
HLD 8-3 4	CLASSIFIED I. W. Gamble, Supervisor of Rights of Way
DE FORM PD 18	JVS/dal Properties and Rights of Way Department
A CONTRACTOR OF THE PROPERTY.	



GENERAL MOTORS BLDG. DETROIT, MICHIGAN 48202

February 20, 1969

File: 131-4-10138 ID/44

The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

Gentlemen:

B. G. NASH

This refers to our agreement dated October 2, 1951, amended April 20, 1966 covering three (3) transmission line crossings at Stations 10335 plus 99, 10383 plus 80 and 10403 plus 55, Toledo Subdivision, Saginaw Division, Oakland County, Michigan, and to your recent request to reconstruct and relocate the said crossing at Stations 10383 plus 80 covered by the aforesaid agreement to Station 10385 plus 92 whereby the new facilities will consist of one (1) #4 ACSR 7620 volt wire and one (1) #4 ACSR neutral wire as shown on Drawing RX-2775A, dated May 17, 1951, revised January 20, 1969 attached hereto

This will constitute Reilway's consent and approval of the said reconstruction and relocation with the understanding that said new facilities be subject to the terms and conditions of and covered by the aforesaid agreement as fully as though they had originally been described therein and covered thereby; it being understood and agreed that, except as hereby amended, said agreement shall continue unaltered and in full force and effect.

Please sign this letter, which is submitted in duplicate, in the space provided below, returning the original to the undersigned.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

The foregoing is hereby acknowledged and agreed to this of MAR 2 4 1969 , 196

THE DETROIT EDISON COMPANY

CONTRACT ATTORNEY G, & O. RY, CO.

RECORDED RIGHT OF WAY NO. 1560/26 APPROVED AS TO FORM

INTERDEPARTMENT CORRESPONDENCE

May 5, 1966

	1147), 1900
TO RECORDS CENT	TER:
Attached is fully exe	supplemental letter ecuted copy of agreement/remember from:
	The Chesapeake and Ohio Railway Company
Facilities Covered:	Three #000 ACSR - 40,000 volt wires, 3 #0 ACSR - 13,200 volt wires and one #0 ACSR neutral wire.

Specific Location: On railroad property approximately 765 feet North of Milford Road and 2600 feet West of Harvey Lake Road and 2500 feet East of Buckhorn Lake Road.

	R. R. Valuation Station 10335 plus 99 Mile Post
*	City/VillageTownship_Highland. SW 1/4 Sec. 3
13 A C D	County Oakland Detroit Edison Plan No. RX-2774A
	Agreement/Permit Date April 20, 1966 R. R. Plan No. Used DECo. Plan
	Preparation Fee Annual Rental same
	Supersedes and Cancels Agreement datedR/W No
	This is a Supplemental Agreement and is to be made a part of R/W 14066
REFERR	Attached Grand Trunk Western Railroad Permit Noto be made a part
	RECORDS CENTER
make a sure of the	RECEIVED MAY 1 0 1966
en e	1. Pellastaline
MAY 194	I. W. Gamble, Supervisor of Rights of Way Properties and Rights of Way Department

RECORDED RIGHT OF WAY NO. 140



B. G. NASH General Manager GENERAL MOTORS BLDG. DETROIT, MICHIGAN 48202

April 20, 1966 JF/23

File: 131-4-N-8290

MAY 2 1966

L. W. GAMBLE

MAY 2 1966

L. W. S.

PRUP.& RIW DEPE.

The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

Gentlemen:

This refers to our agreement dated October 2, 1951, covering three (3) transmission lines crossing at Stations 10335 plus 99, 10383 plus 80 and 10403 plus 55, Toledo Subdivision, Saginaw Division, Oakland County, Michigan, and to your recent request to reconstruct the said crossing located at Station 10335 plus 99 covered by the aforesaid agreement as shown on the attached Plan RX-2774A dated 5-17-61 last revised 3-18-66, attached hereto and made a part hereof.

This will constitute Railroad's consent and approval of the said reconstruction with the understanding that it shall be deemed to be included in the premises and facilities covered by the aforesaid agreement, dated October 2, 1951, as fully though it had originally been described therein and covered thereby; it being understood and agreed that, except as hereby amended, said agreement shall continue unaltered and in full force and effect.

Please sign this letter, which is submitted in duplicate, in the space provided below, returning the ribbon original to the undersigned.

Yours very truly,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

General Manager

The foregoing is hereby acknowledged and agreed to this 5th day of May 1966.

THE DETROIT EDISON COMPANY

Di rector

Properties and Right of Way Dept.

RECORDED RIGHT OF WAY NO. 14066

INTERDEPARTMENT CORRESPONDENCE

March 26, 1969

TO RECORDS CENTER:

supplemental letter

Attached is fully executed copy of agreement/permit from:

The Chesapeake and Ohio Railway Company Railroad File No. 131-4-10137 ID/40

Facilities Covered: One #6 TBWP 7620 volt wire and one #6 neutral wire (Span B-C).

Specific Location: In private property at a point approximately 275 feet east of the center line of Milford Road and 440 feet south of the center line of Middle Road, approximately 2 miles north of the Village of Highland.

	R. R. Valuation Station 10403+55 Mile Post
•	City/VillageTownship_Highland (NW 1/4 Sec. 15)
	County Oakland Detroit Edison Plan No. RX-1049C
F	Supplemental Letter Agreement/Permit-Date February 21, 1969 R. R. Plan No. Used DECo Plan
*	Preparation Fee None Annual Rental Remains the Same at \$55.00
	Supersedes and Cancels Agreement datedR/W No
	This is a Supplemental Agreement and is to be made a part of R/W 14066, Part A
LD 13, 13-2	Attached Grand Trunk Western Railroad Permit Noto be made a part of R/W No. 9064.
	RECORDS CENTER RECEIVED APR 1 6 1969
	TICKLER MADE CLASSIFIED CLASSIFIED
	. W. Gamble, Supervisor of Rights of Way
	Jvs/dal Properties and Rights of Way Department

DE FORM PD 189 2-64 CS



B. G. NASH General Manager

Huntington, West Virginia February 21, 1969

GENERAL MOTORS BLDG. DETROIT, MICHIGAN 48202

File: 131-4-10137 ID/40

The Detroit Edison Company 2000 Second Avenue Detroft, Michigan 48226

Gentlemen:

This refers to our agreement dated October 2, 1951, amended April 20, 1966 and February 20, 1969, covering three (3) transmission line crossings at Stations 10335 plus 99, 10385 plus 92 and 10403 plus 55, Tolede Sub-division, Saginaw Division, Oakland County, Michigan, and to your recent request to reconstruct the said crossing at Station 10403 plus 55 covered by the aforesaid agreement, whereby the new facilities will consist of one (1) #6 TBWP 7620 volt wire and one (1) #6 neutral wire as shown on Drawing RX-1049C, dated May 21, 1951, revised January / 20, 1969, attached hereto and made a part hereof.

This will constitute Reilway's consent and approval of the said reconstruction with the understanding that said new facilities be subject to the terms and conditions of and covered by the aforesaid agreement as fully as though they had originally been described therein and covered thereby; it being understood and agreed that, except as hereby amended, said agreement shall continue in full force and effect.

Please sign this letter, which is submitted in duplicate, in the space provided below, returning the original to the undersigned.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

General Menager

The foregoing is hereby acknowledged and agreed to this day of MAR 2 4 1969

THE DETROIT EDISON COMPANY

APPROVED AS

P RY. 00.

RECORDED RIGHT OF WAY NO.

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT 26. MICHIGAN

February 26, 1969

Michigan Public Service Commission Lansing 13, Michigan

RECEIVED
MICHIGAN PUBLIC SERVICE COMMISSION

FEB 27 1969

PUBLIC UTILITIES DIVISION

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Chesapeake and Ohio Railroad approximately 2 miles north of the Village of Highland in the MWk of Section 15, Highland Township, T-38, R-7E, Oakland County, Hichigan.

Span B-C

One #6 TMEP - 7620 welt wires and one #6 neutral wire ever the tracks of the Chesaponhe and Chio Reilrood lecated on private property at a point approximately 275' east of the centerline of Hilford Road at 440' south of the centerline of Hiddle Road. (R.R. Valuation Station 10403+55)

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	bv	the	Railroad	Company.	(2-6-69)
١.			-		-	11001 TITE	8 - Cm + 0 C C	~,	0110	********	o ombarra	 ,

Waiver of hearing by the Railroad Company is covered by blanket waiver.

This application covers reconstruction of existing crossing and will can-Cel and supersede wire crossing permit No. 2-8-2854 dated 9-6-51

This is a new crossing.

Reference number of construction drawing is RX- 1049 C

R.R. File: 131-4-10137

Yours very truly.

ED2-8-6321 Permit No.

Supervisor of Rights of Way

Properties and Rights of Way Dept.

Check in ckrcle indicates statement applicable.

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

TO: Mr. R. C. Tench, Chief Engineer - System Engineering Department
The Chesapeake and Chio Railway Company
C&O Building, 405 Eleventh Avenue
P.O. Box 1800
Huntington, West Virginia 25718

January 29, 1969

78/dal	I. W. Gamble, Supervisor of Rights of Way
ll construction will be done in accordance with thommission.	I. W. Gamble, Supervisor of Rights of Way
lanket Waiver of Hearing CoversW (Waiver of Hearing to be ma	aiver of Hearing Requested in Duplicate miled to applicant listed below)
revious Waiver of Hearing File: WC - C	
	10-2-51 (R. R. Plan) A-5-E-T-58-2A (7-5-
	Reconstruction of Existing Crossing X
County Oakland Detroit Edison Pla	
	Township Highland (NW 1/4 Sec. 15)
	R. R. Mile Post
	g- van magnament
Specific Location In private property at a center line of Milford Road and 440 feet approximately 2 miles north of the Villa	point approximately 275 feet east of the
	C. & O. Ella 121 / 10127
	K. G. June 1 Chief Engineer-Sys Your File 1049-c
	The Chesapeaka and Ohio Railway Compar
	M.P.S.C. Hearing Waised 2-6-69
	Location: Sub-Division: Division: Saginaw
	Location:
	Station: 10403 plus 55

THE DETROIT EDISON CON LANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

January 29, 1969

Mr. R. C. Tench, Chief Engineer - System TO: Engineering Department The Chesapeaks and Chio Railway Company C&O Building, 405 Eleventh Avenue P.O. Box 1800 Huntington, West Virginia 25718

DE FORM PD 187 8-65 C\$

Proposed Overhead Wire Crossing: One #6 TM/P - 7620 volt wires and one #6 neutral wire (Span B-C).

Specific Location In private property at a point approximately 275 feet east of the center line of Milford Road and 440 feet south of the center line of Middle Road, approximately 2 miles north of the Village of Highland.

Specific Location Milford Road and 44 approximately 2 miles north of the	
P. D. Walancia G 10403+55	
n. n. valuation Station.	R. R. Mile Post
City/Village	Township Highland (W 1/4 Sec. 15)
County Detroit Edi	son Plan Attached EX-1049C
This is a New Crossing Th	is is a Reconstruction of Existing Crossing X
Previous Agreement Information (if any) D	ate(R. R. Plan)_A-5-E-T-58-2A (7-5-
Previous Waiver of Hearing File: W	C - Clyde (8-30-51)
	Waiver of Hearing Requested in Duplicate o be mailed to applicant listed below)
All construction will be done in accordance Commission.	with the rules and regulations of the Michigan Public Service
JVS/da1	I. W. Gamble, Supervisor of Rights of Way Properties and Rights of Way Department

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

January 6, 1967

MICHIGAN PUBL PUBLIC UTIL		
Tcl	Gas	
Elec	_R & S	
JAN	9 1967	Perm
Adm		

Permit No. _ ED 2-8-5793

Olempton

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:

of The Detroit Edison Company, Detroit, Michigan, hereby certify that the wire crossing, covered by Wire Crossing Permit No. ED 2-3-3793

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 FD 2-9.01, and that this crossing will be maintained as provided in such specifications and construction standards.

Yours very truly,

Subscribed and sworn to before me this

Location Oakland County

Highland Township

Railroad Chesapeake and Ohie Railread Notary Public, Oakland

County, Michigan.

My Commission expires 9-19-70

DE FORM PD 207 1-62 CS

THE DETROIT EDISON COMPANY

2000 Second Avenue Detroit 26, Michigan

April 18, 1966

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Chesaponke and Chic Railread approximately 800' north of the Village of Clyde, SW & of Section 3, Righland Township, T-3W, R-7R, Cakland County, Michigan.

Span A-B

Three #900 ACER - 40,000 volt wires, 3 #0 ACER - 1 wires, and one #0 ACER mentral wire over the tracks of the Callocated on railread property approximately 765' north of Hill and 2600' west of Hervey Lake Road and 2500' E of Buckhorn Li	PUBLIC SERVICE COMM. PUBLIC UTILITIES DIVISION Tel Gas Elec R & S
The proposed wire crossing will be constructed in a with specifications of the Michigan Public Service Commission construction standards of The Detroit Edison Company, approve Michigan Public Service Commission on July 19, 1939, File ED	and the

- 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. 23-2-2356 dated 9-6-51.
- This is a new crossing.

Reference number of construction drawing is RX-27744.

Waiver dated 4-14-66 attached Railroad File: 131-4-8-8290

Permit No. **ED2-8-5793**

Date 4-21-66

By J. My stoppe

Yours very truly,

I. W. Camble

Supervisor of Rights of Way Properties and Rights of Way Dept.

Check in circle indicates statement applicable.

THE CHESAPEAKE AND DEILO RAILWAY COMPANY

SIGNAL AND COMMUNICATIONS DEPARTMENT HUNTINGTON, W. VA. 25701

T. L. CARLSON Gen. Supt.-Sigs. & Comms.

> E. A. BURGIN Supt. of Sigs.

P. A. FLANAGAN Supt. of Comms April 14, 1966 JF/21 File: 131-4-N-8290

... GAMBLE

APR 18 1966

LU. W. S

The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

Attention Mr. I. W. Gamble

Gentlemen:

Reference is made to your letter dated March 24, 1966, Plan RX-2774A, requesting a waiver of hearing before the Michigan Public Service Commission to permit reconstruction of an aerial power line crossing over our tracks and right of way at Station 10335 plus 99 of the Toledo Subdivision, at a point approximately 765 feet north of Milford Road and 2600 feet west of Harvey Lake Road and 2500 feet east of Buckhorn Lake Road in Section 3, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan.

The crossing will consist of three (3) #000 ACR3 40,000 volt wires, three (3) #0 ACSR 13,200 volt wires and one (1) #0 ACSR neutral wire (Span A-B), 31.3 feet above top of rails.

The Chesapeake and Ohio Railway Company hereby waives hearing before the Michigan Public Service Commission for permission to construct the above wire line crossing, with the provision that construction shall conform to the specifications of the Michigan Public Service Commission for such wire line crossings.

Very truly yours,

T. L. Carlson

General Superintendent Signals and Communications 14064

THE DETROIT EDISON CONDANY

2000 SECOND AVENUE DETROIT, MICHIGAN 48226

TO:

March 24, 1966

C & O Building, 1605 Eleventh Av. Matington, Nost Virginia 25701

Proposed Overhead Wire Crossing:

Three #000 ACSE - 40,000 volt wires, 3 #0 ACSE - 13,200 volt wires, and one #0 ACSE mentral wire.

Specific Location On Ruilroad property approximately 765 feet North of Milford Road and 2500 feet Nest of Busideen Leis

R R Valuation Co.	
tation Station	R. R. Mile Post
City/Village	TownshipHighland, St 1/h Section 3
County Detro	oit Edison Plan Attached
This is a New Crossing	This is a Reconstruction of Existing Crossing
Previous Agreement Information (if a	iny) Date(R. R. Plan)
(Waiver of Hea	Waiver of Hearing Requested To Deplicate ring to be mailed to applicant listed below)
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Properties and Rights of Way Depart

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Rights-of-Way Department

October 5, 1951

MR 10-4-51

Mr. A. S. Albright, Treasurer 1010 General Offices

Attached, for the General Files, is a fully executed copy of the agreement covering the installation of our poles, anchors and wires on property of The Chesapeake and Ohio Railway Company. The property is in Sections 3 and 15 of Highland Township, Oakland County, Michigan. The line is shown on our sketch D-13168-R - Village of Highland and Village of Clyde; Plan RX-2775 - crossing East of Milford Road, Highland Township; Plan RX-2774 - crossing North of Milford Road, Highland Township, and Plan RX-1049B - crossing East of Milford Road and South of Middle Road, Highland Township, Oakland County, Michigan.

The agreement, dated October 2, 1951, calls for an initial preparation fee of \$25.00; the sum of \$20.00 rental for period ending December 31, 1951, and the sum of \$55.00 per annum beginning January 1, 1952 and to be continued as long as this agreement is in force.

Right-of-Way Agent

GENERAL FILES

GENERAL FILES

GENERAL FILES

GENERAL FILES

GENERAL FILES

CLASSIFICATION

CLASSIFICATION

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CHECKED BY

RIGHT OF WAY FILE No._

THIS AGREEMENT made this Zalday of January Company, a Virginia corporation, hereinafter called First Party, and THE DETROIT EDISON COMPANY, a New York corporation, hereinafter called Second Party.

WITNESSETH:

WHEREAS, Second Party desires to construct and thereafter maintain three transmission lines over and across First Party's Pere Marquette District, Saginaw Division, right of way and tracks at Station 10335 plus 99 in Section 3, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, at Station 10383 plus 80 in Section 10, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, and at Station 10403 plus 55 in Section 15, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, and two longitudinal occupancies on and along First Party's right of way from Station 10344 plus 95.4 to Station 10355 plus 35, between Milford Road and Railroad Street, at Clyde, Michigan, and from Station 10665 plus 60 to Station 10666 plus 80, which locations are shown in solid red lines on First Party's prints hereto attached and made a part hereof, and has requested First Party to grant it the right so to do, and

WHEREAS, First Party is willing to grant such right, license, and permission to Second Party, insofar as it may lawfully do so, upon the following terms and conditions, and subject to the following limitations, and not

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

- 1. Second Party shall construct said transmission lines at its own cost and expense, and shall likewise at its own expense operate and maintain the same in a safe and proper condition at all times hereafter.
- 2. Said transmission line located at Station 10335 plus 99, which will extend upon and across First Party's right of way a distance of 100.5 feet in the location shown on First Party's Print A-5-A-T-58-IA dated 7-23-51, attached hereto and made a part hereof, will consist of three (3) No. 000 ACSR wires carrying 40,000 volts and three (3) No. 0 ACSR wires carrying 4,800 volts. Said transmission line shall be maintained at a clearance of not less than 35.3 feet above the top of rails of First Party's tracks and not less than 16 feet above the highest communication wire. No poles shall be located on First Party's right of way in connection with said transmission line. Said transmission line will be constructed in accordance with Second Party's Plan RX 2774, incorporated herein by reference.

There will be a longitudinal occupancy of First Party's right of way from Station 103hh plus 95.h to Station 10355 plus 35, plus or minus; and between Milford Road and Railroad Street at Clyde, Michigan, as shown in solic red line on First Party's Print A-5-A-T-58-2A, dated 7-23-51, attached hereto and made a part hereof. Said transmission line will consist of three (3) No. O ACSR wires carrying ho,000 volts and three (3) No. O ACSR wires carrying h,800 volts, and will be constructed in accordance with Second Party's Plan RX 27hh, incorporated herein by reference. There will be six (6) poles and two (2) guy wires supporting said transmission line located on First Party's right of way, one wire extending 30 feet and the other 20 feet upon First Party's right of way.

Said transmission line located at Station 10383 plus 80, which will extend a distance of 100 feet upon and across First Party's right of way in

HLD-18-47 MICH BIAN HCD-18-7 the location shown in solid red line on First Party's Print A-5-E-T-58-2A, dated 7-23-51, attached hereto and made a part hereof, will consist of two (2) No. 4 ACSR wires carrying 4,800 volts. Said transmission line shall be maintained at a clearance of not less than 34.5 feet above the top of rails of First Party's tracks and not less than 17 feet above the highest communication wire on First Party's right of way.

Said transmission line located at Station 10403 plus 55, which will extend upon and across First Party's right of way a distance of 100 feet, will consist of three (3) No. 6 wires carrying 4,800 velts. The crossing shall be maintained at a clearance of not less than 32.3 feet above the top of rails of First Party's track and not less than 15.1 feet above the highest communication wire on First Party's right of way. One pole will be located on First Party's right of way, all as shown on First Party's Print A-5-E-T-58-2A, dated be constructed in accordance with Second Party's Plans RI 2775 and RI 1049B, incorporated herein by reference.

One pole will be located on First Party's right of way at Station 10491 plus 17 with guy wires, which will extend a distance of 20 feet thereon, all as shown in red on First Party's Print A-5-A-T 60, dated 7-23-51, attached hereto and made a part hereof.

There will be a longitudinal occupancy of First Party's right of way from Station 10665 plus 60 to 10666 plus 80 approximately 120 feet in length over First Party's abandoned gravel pit right of way, as shown in solid red line on First Party's Print A-5A-T64, dated 7-23-51, and Second Party's Plan D-13168-R, incorporated herein by reference.

- 2. Second Party shall obtain permission and authority from the Michigan Public Service Commission for the construction, operation, and maintenance of the transmission lines as aforesaid, and shall at all times observe all requirements of public authority governing or respecting the same. Second Party shall construct said transmission lines in accordance with its standards of construction on file with and approved by the Michigan Public Service Commission and in accordance with Second Party's plans aforesaid.
- 3. If the operation or maintenance of Second Party's said transmission lines should at any time cause inductive or physical interference with the telegraph, telephone, or signal circuits, wires, appurtenances, or facilities of First Party or The Western Union Telegraph Company or other telegraph, telephone, or power company now or hereafter located longitudinally upon and along said right of way of First Party, Second Party hereby agrees to make, immediately, at its own risk, cost, and expense, such changes in its own lines, or furnish and install protective devices to First Party, The Western Union Telegraph Company, or other telegraph, telephone, or power company, as shall be necessary in the judgment of First Party to eliminate such interferences.
- 4. Second Party shall at all times hereafter assume all liability, if any, for loss, damage, or injury to persons or property, including the property of First Party, Second Party, and of third parties, and injury to all persons, whether or not they are employees of the parties hereto or are third parties, caused either in whole or in part by, or arising out of, or resulting in any manner from, the construction, installation, maintenance, existence, use, repair, renewal, or removal of the transmission lines, poles, and guy wires covered by this agreement, whether caused by the engines, care, or trains of First Party, or otherwise, and Second Party will protect, indemnify, and save harmless first Party, its lesses, successors, and assigns, from and against such liability.

. .

- 5. Second Party shall pay to First Party the sum of Twenty-five Dollars (\$25.00) on execution of this agreement toward the cost of preparing the same. Second Party shall pay to First Party as a rental charge for the use of its premises the sum of Twenty and no/100 Dollars (\$20.00) on the execution of this agreement to cover the period from the date hereof to December 31, 1951, and thereafter, commencing January 1, 1952, the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance, for each and every year, or fraction thereof, during which this agreement shall remain in force and effect.
- 6. This agreement shall continue in force and effect until terminated by ninety (90) days' notice in writing from either party to the other party of an intention to terminate the same. Upon the giving of such notice, Second Party agrees to remove, at its own expense, the said transmission lines, poles, and guy wires from the right of way of First Party and to restore and leave said right of way in as good condition as before the installation of said transmission lines, poles, and guy wires. In the event Second Party shall fail so to do before the expiration of ninety (90) days after such notice of termination by either party has been given to the other party, then First Party may perform the work of removal and restoration at the expense of Second Party. Second Party shall repay to First Party all such expense within thirty (30) days after bill for same has been presented to Second Party.
- 7. This agreement shall inure to the benefit of and be binding upon the lessees, successors, and assigns of the parties hereto, but any assignment by Second Party of this agreement, or of any rights thereunder, shall be void unless made with the written consent of First Party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

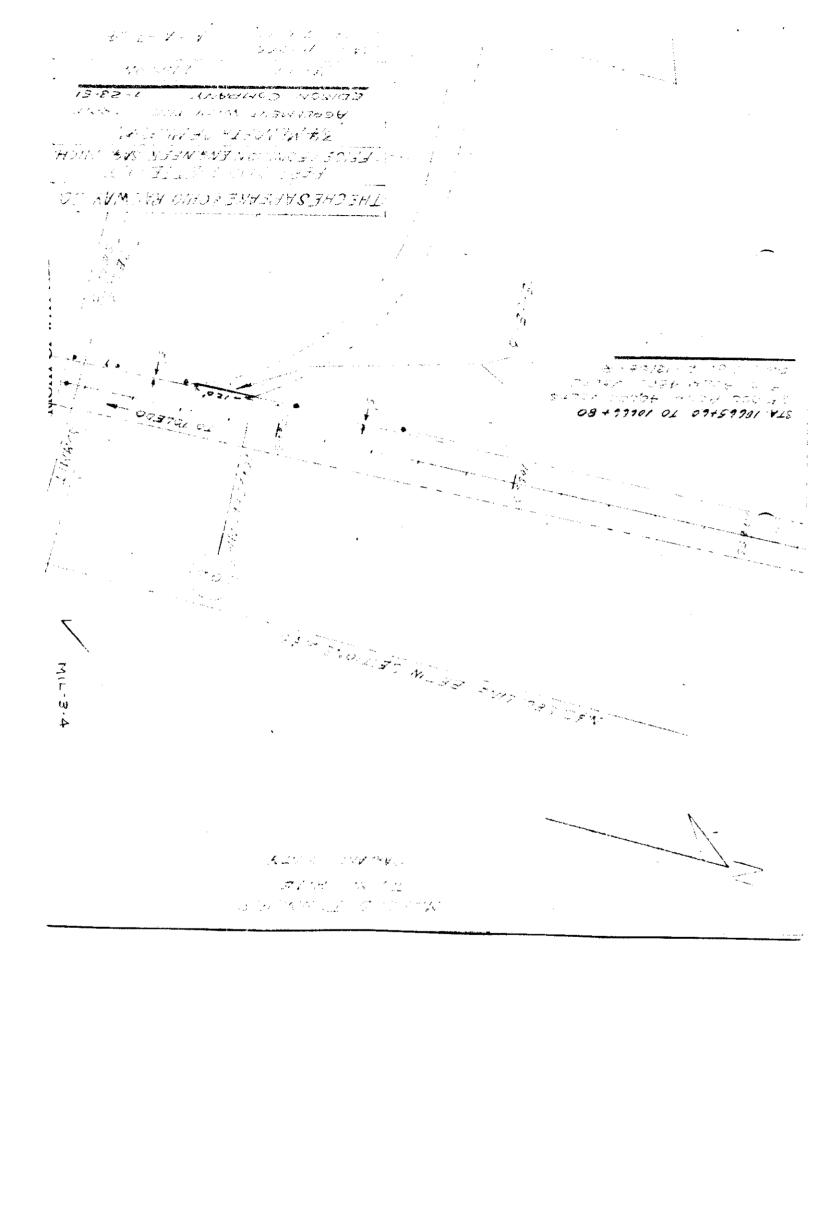
Its Vice President and General Manager

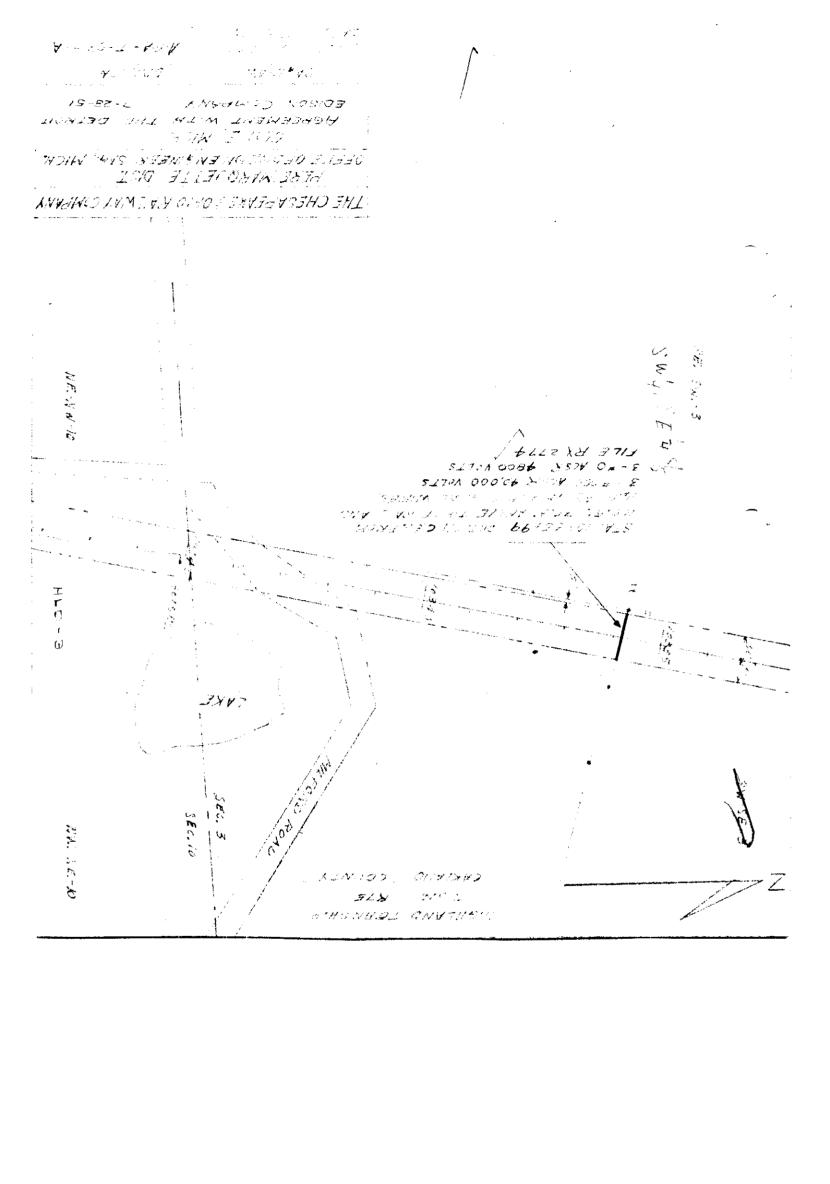
THE DETROIT EDISON COMPANY

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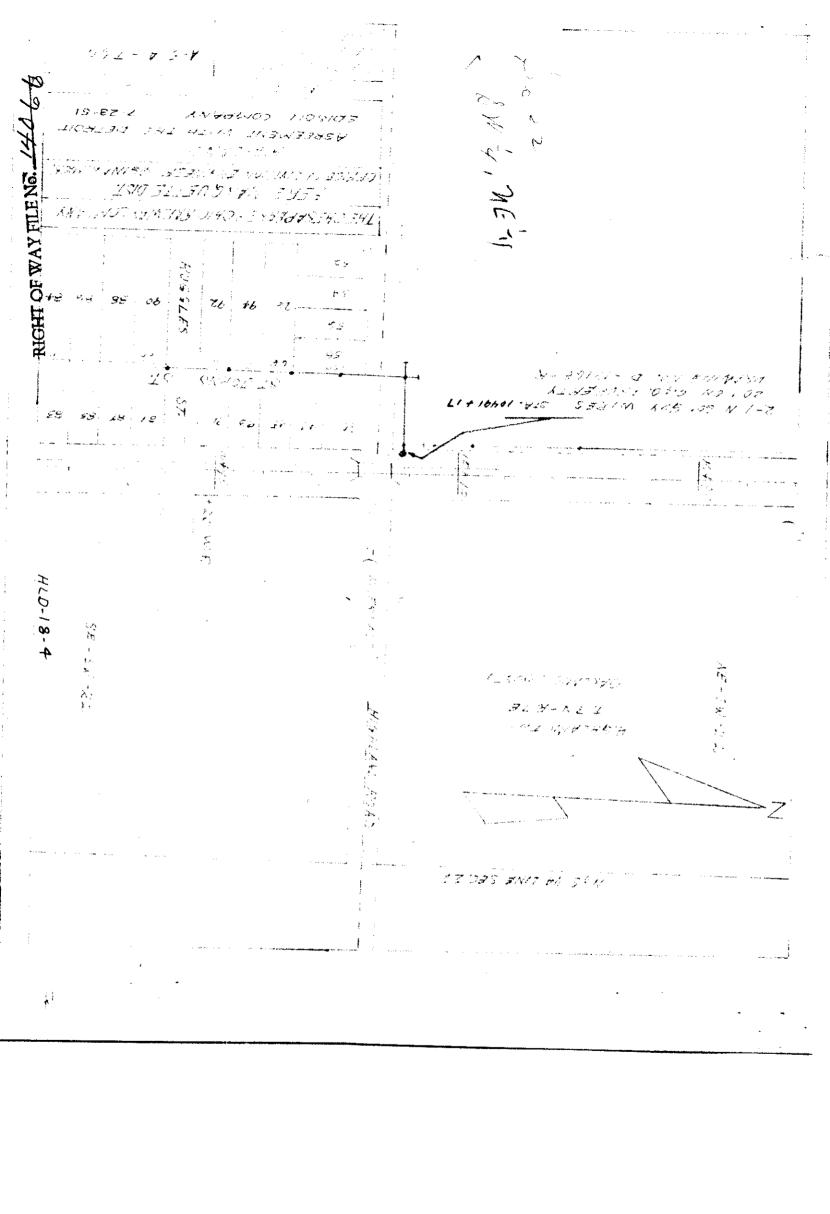
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RIGHT OF WAY FILE No. 14066





RIGHT OF WAY FILE No. _ 7-8-01H



Detroit Edison



Project No.:

BO9478

Project No.:

BOA9900460

RFW No.:

233332

R/W No.:

RX1049D

Date:

November 9, 1999

To:

Phillip Martin

Records Center, 2310 WCB

From:

Tom Wilson, SR/WA

Redford Service Center

Subject:

Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated October 6, 1999, to the CSX Transportation Company to reconstruct the above mentioned crossing in the NW 1/4 of Section 15, Highland Township, Oakland County, Michigan.

The Service Center is notified to reconstruct the crossing as requested. Note: All construction work associated with aerial crossings of railroad tracks requires that you notify the operating railroad as to the actual date of construction, in advance of any work.

Please incorporate these papers into Railroad Recorded ROW Record Center File R14066.

Attachments

cc:

Ron Gray (New Hudson SC)



CORPORATE REAL ESTATE SERVICES

October 6, 1999

Mr. T. F. Tippy Senior Project Engineer CSX Transportation 12780 Levan Road Livonia, Michigan 48150

Re: Wire Crossing Reconstruction Notification

Dear Mr. Tippy:

This letter is your notice of the planned reconstruction of an overhead wire crossing over your railroad tracks, by the Detroit Edison Company in the NW 1/4 of Section 15, Highland Township, Oakland County, Michigan, as described on the enclosed drawings and information forms.

1. Location:

275 feet E of Milford Road, 440 feet south of Middle Road.

- 2 Detroit Edison Project and Crossing Nos.: BOA9900460, RX1049D
- 3. This is a reconstruction of a crossing (Reference Previous CSX Permit L04395/Date:October 2, 1951. Information on this crossing is retained in Edison ROW File No. R14066.
- Please indicate your:
 - R.R. Valuation Station No. 10403+55
 - R.R. Mile Post No.
- CC 59.33 - Will a Flagman or Inspection be required? A FLACMAN WILL BE NECKSBARY IF DURING THE INSTALLATION OF THE POWER LINES, THE LINES WILL BE AT LESS THAN STANDARD OVERHEND CLENRANCE.

 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 30 calendar days of the receipt of this notification. In the event you do not respond within 45 days of the receipt of this letter, our crews will be instructed to begin work.

Please contact me on (313) 235-8314 if you have any questions.

Sincerely,

Thomas Wilson, SR/WA Real Estate Associate II

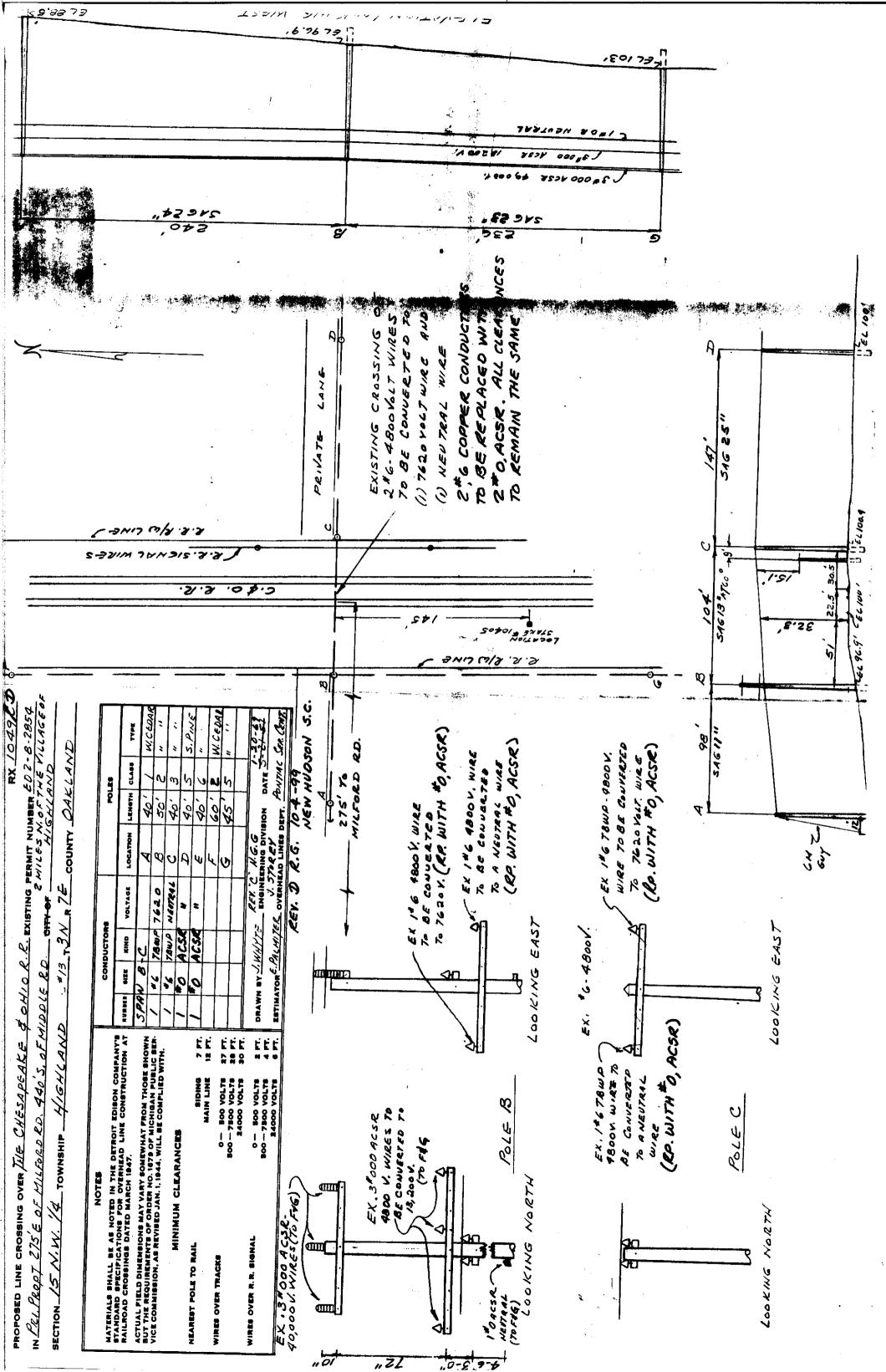
Room 2310 WCB

cc: Ron Gray (New Hudson SC) Attachments

Distribution: Original — CRS Yellow Copy — Railroad

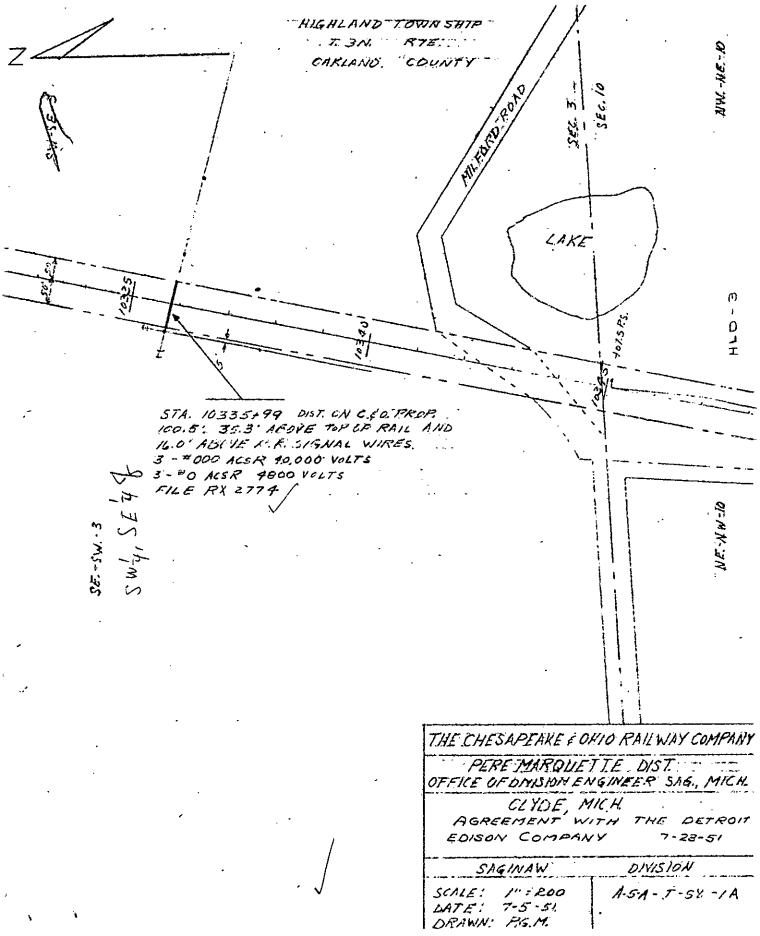
Corporate Real Estate Services
Railroad Encroachment
Application

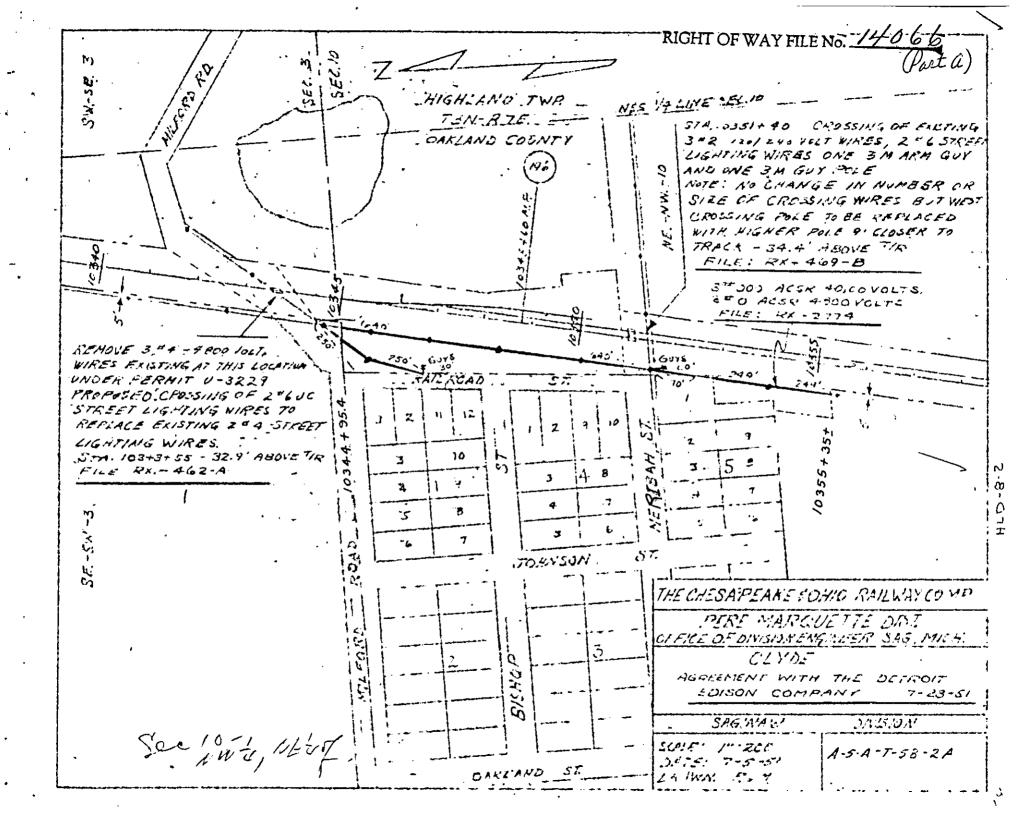
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RIGHT OF WAY FILE No. 14066
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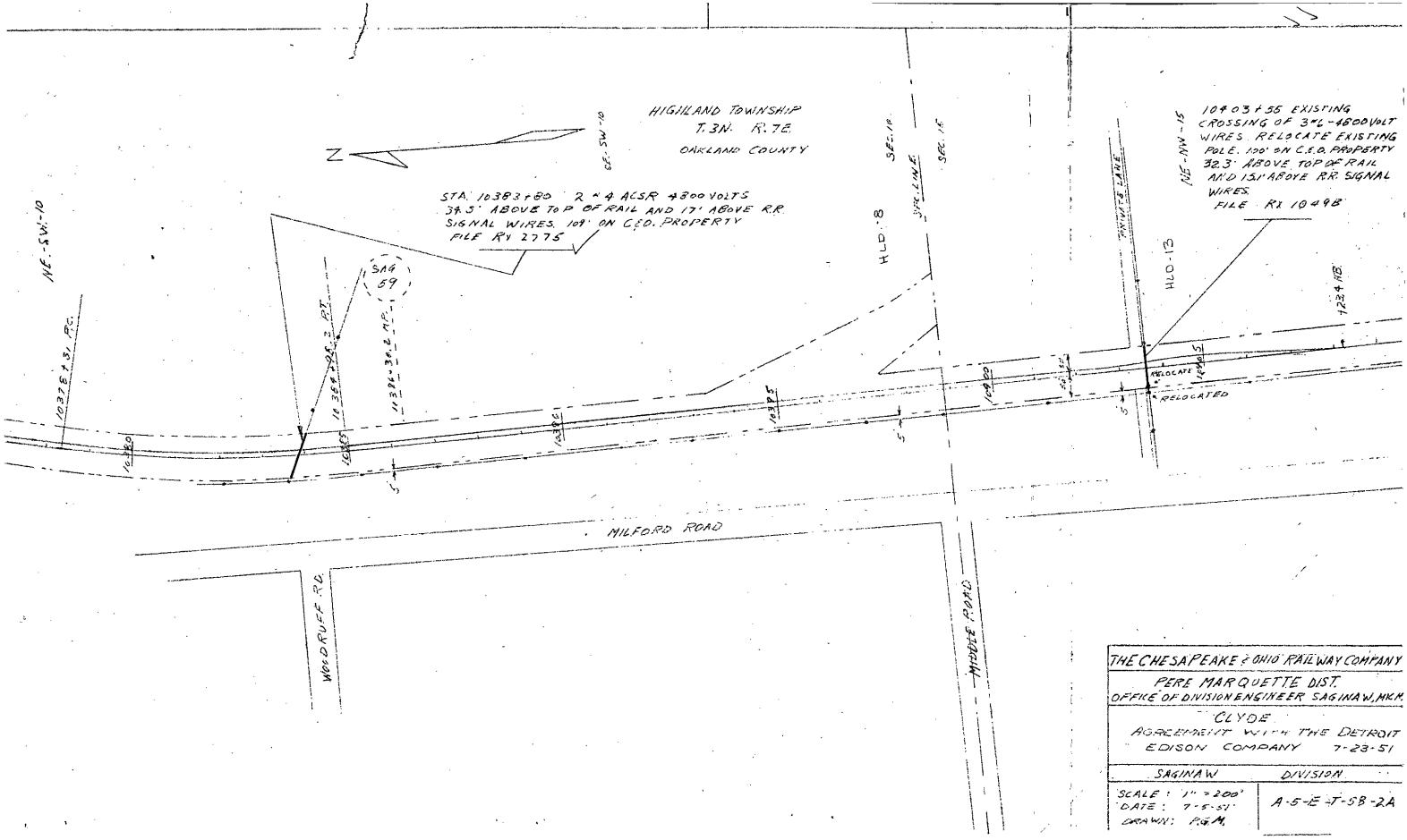




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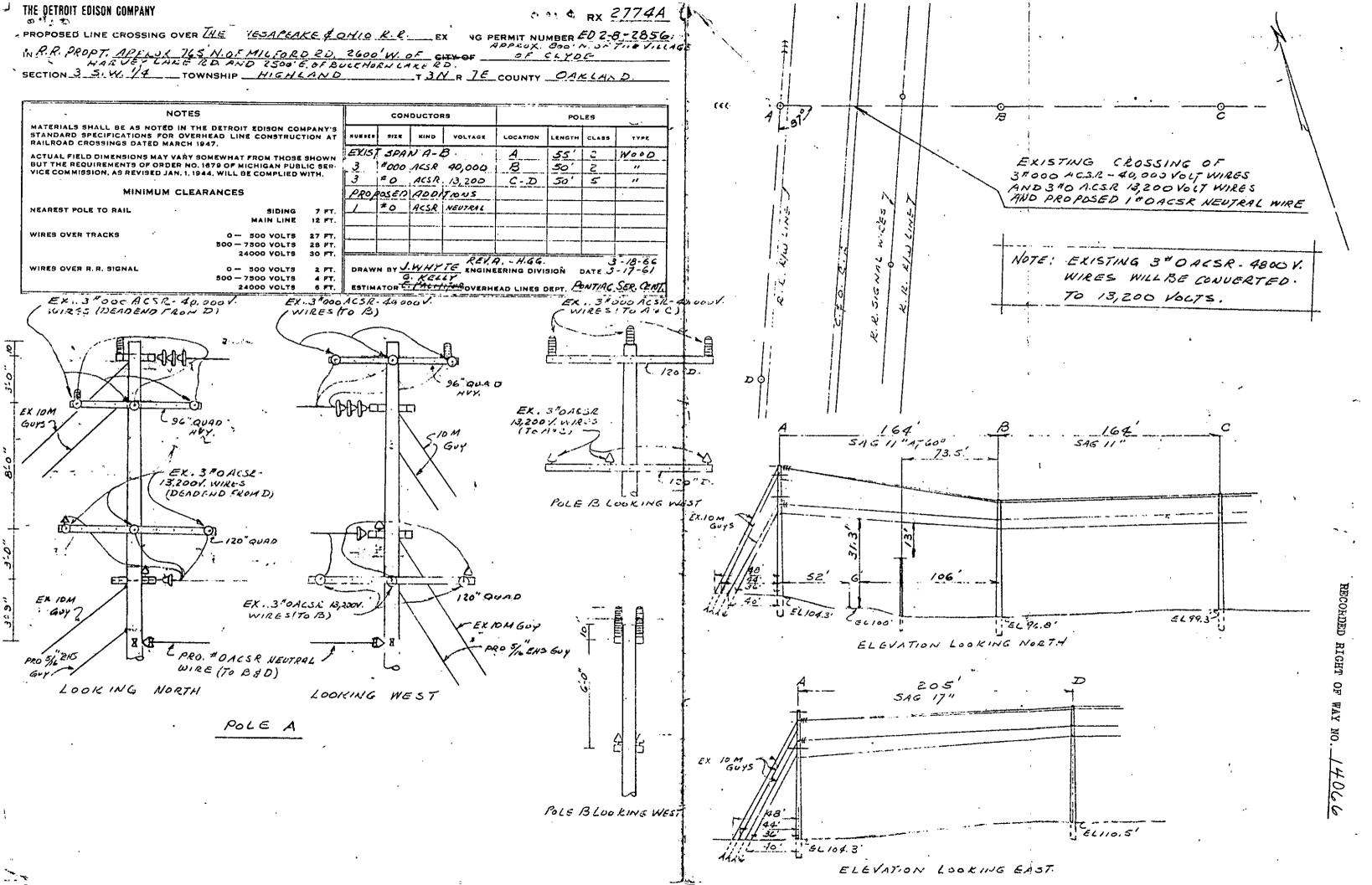
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DATE: 2-3-81		20.1.ON .	C. CO. EROPERT	Y			THE CHE	SAPEA FARE FOLVIS	T JOH 34 REFO MAR SION E	INS 92 PRODE NETAL	TAN STANDERS	7. 66 WA) E DA	BB CON	1PA;	81 (124)	HTOE WAY FILE
1 01011111. 1.374		20.1.ON .	C. CO. EROPERT	Y			130 58 54 54 52 HECHE. AGR	SAPEA SAPEA FOIVE ON AGINA	REFORE ENT INCOMP	INS 92 PRODE NETAL	AND STEEL ST.	7. 66 WA) E DA	57. 57. 57. 57. 57. 57. 57. 7-2.	1PA; 1PA; 1780 3-51	81 (VY	HTOE WAY FILE
		20.1.ON .	C. CO. EROPERT	Y			130 58 56 54 52 HE CHE AGR EDIS SCHE: DATE:	SAPLA SAPLA FOIVE ON MGINA 1" - 23	RESCONDER	OHIC.	S S S S S S S S S S S S S S S S S S S	7. (G) (WA) (WA) (WA) (MA) (MA) (MA)	BB	1.PA; N.M. 1.803-51	81 (V)	HI OF WAY FILE NO.

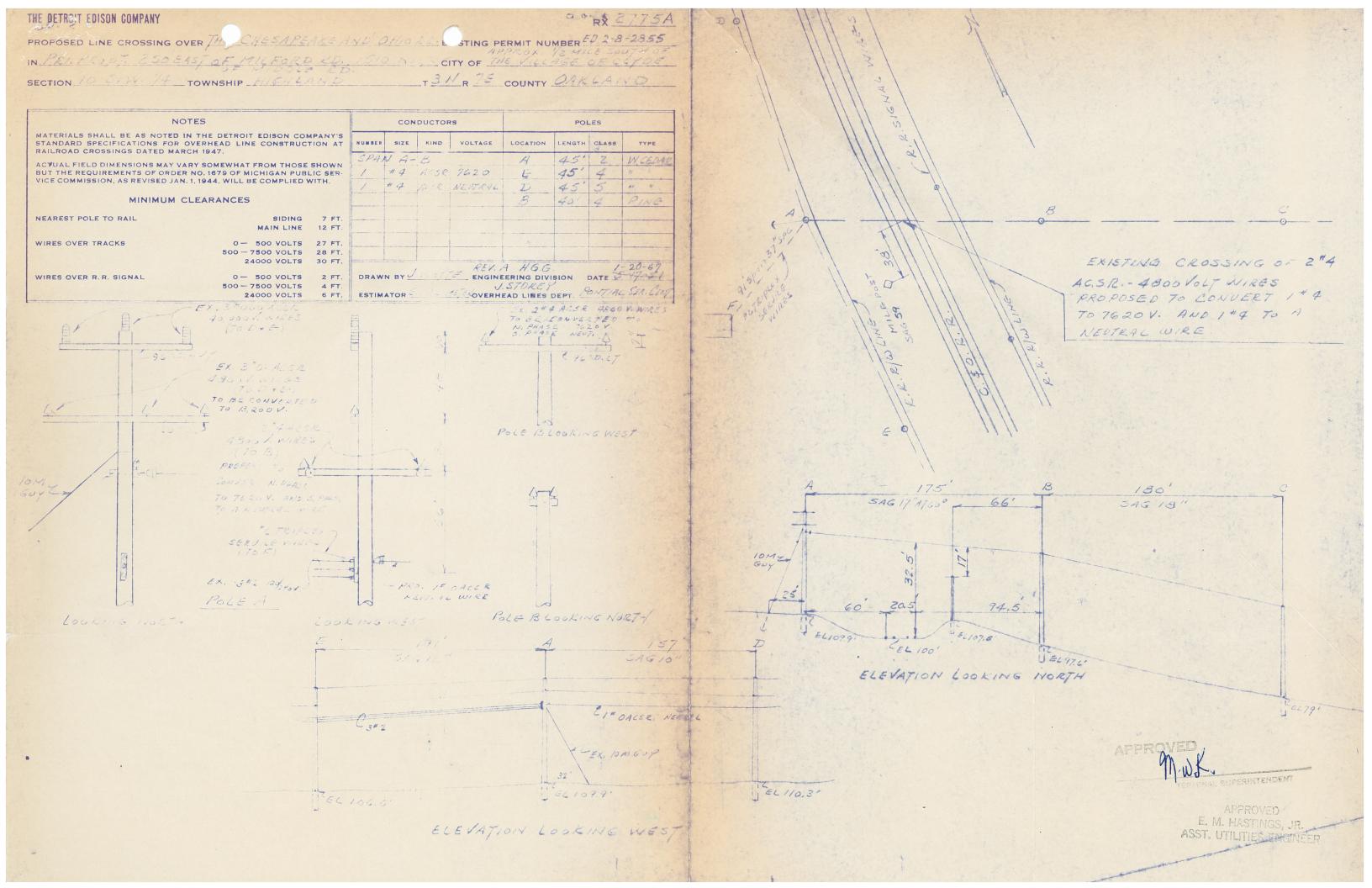
RIGHT OF WAY FILE No. 14066 (Parka)



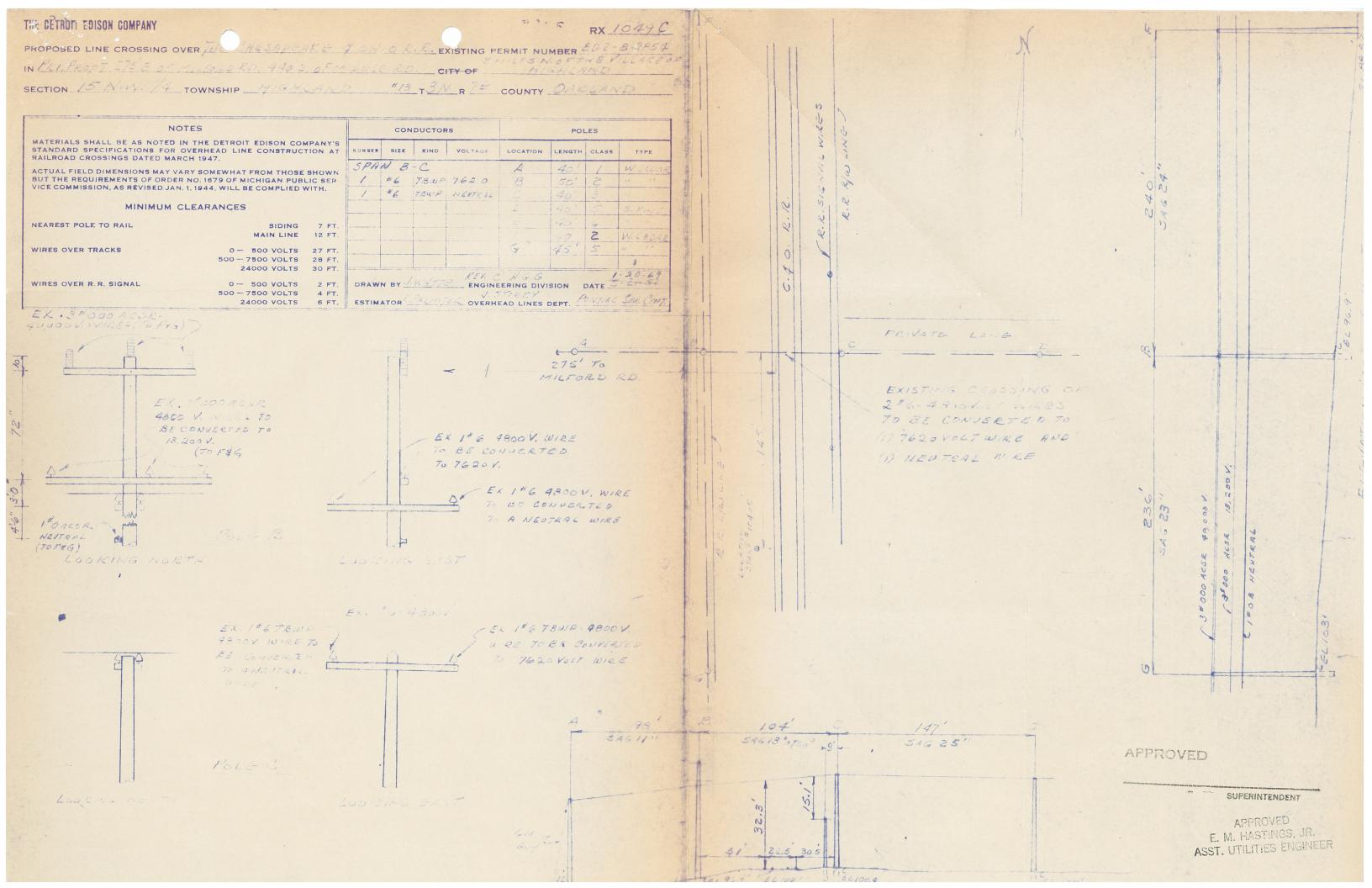
RIGHT OF WAY FILE No. 14066

RIGHT OF WAY FILE NO. 140 66 (Parta)

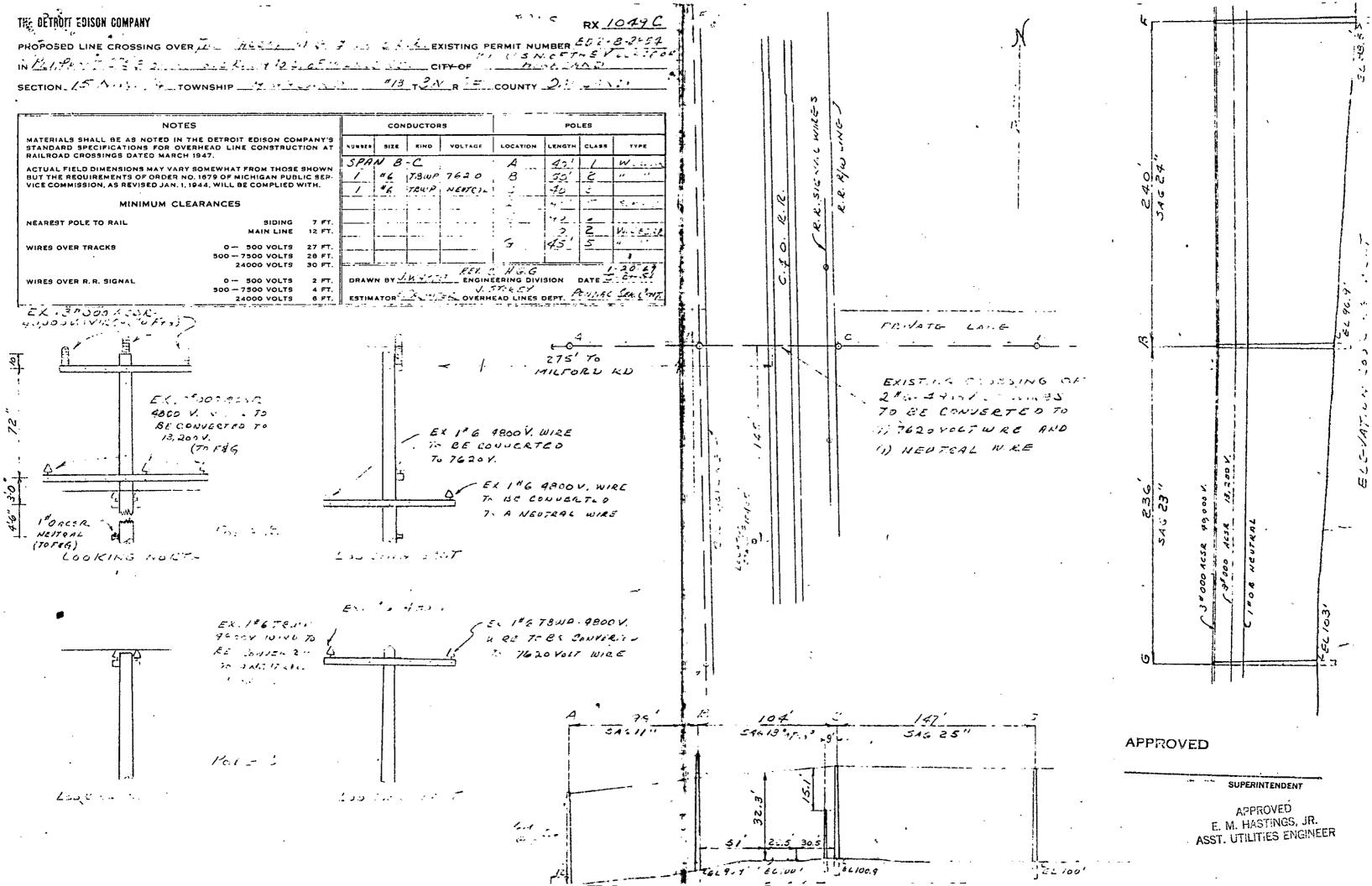




RECORDED RIGHT OF WAY NO. 140(a/a



RECORDED RIGHT OF WAY NO. -



RECORDED RIGHT OF WAY NO. 14006

