

THIS SUPPLEMENTAL AGREEMENT, made this 27 day of June, A.D. 1963, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called First Party, THE DETROIT EDISON COMPANY, a New York corporation, hereinafter called Second Party, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, hereinafter called Third Party.

W I T N E S S E T H:

WHEREAS, Pere Marquette Railway Company, a predecessor of First Party herein, entered into an agreement with Second Party, bearing date the 12th day of June, A.D. 1935, whereby First Party's predecessor granted to Second Party, among other things, the right to erect, operate, and maintain an electric transmission line over and across First Party's then Detroit-Grand Rapids Division right of way and main line track at approximately Station 1756 plus 40, approximately one and one-half (1-1/2) miles west of South Lyon, Oakland County, Michigan, which location is shown in red on the print attached to and made a part of said agreement; and

WHEREAS, by a supplemental agreement dated August 11, 1953, First Party, at the request of Second Party and Third Party, granted to Third Party the right, license and permission to attach aerial wire lines on the poles of Second Party's transmission line covered by the aforesaid agreement dated June 12, 1935, which aerial wire lines of Third Party extended over and across First Party's right of way and track at the aforesaid location, as shown in solid red line on First Party's Drawing No. DA-0001, dated May 1, 1935, revised date August 5, 1953, thereto attached and made a part thereof; and

WHEREAS, by a supplemental agreement dated October 15, 1956, First Party at the request of Second Party and Third Party, granted to Third Party the right, license and permission to attach aerial wire lines on the poles of Second Party's transmission line at Station 1756 plus 63 of First Party's Northern Region, Grand Rapids Division, approximately twenty-three (23) feet west of the location of the transmission line covered by the aforesaid agreements, which location was shown on First Party's drawing attached to said agreement dated October 15, 1956; and

WHEREAS, Third Party desires to reconstruct its aerial wire line crossing located at Station 1756 plus 40 of First Party's Northern Region, Grand Rapids Division, approximately one and one-half (1-1/2) miles west of South Lyon, Oakland County, Michigan, in the location aforesaid as shown in solid red on First Party's Drawing No. DA-0001, dated May 1, 1935, revised date August 5, 1953 attached to said supplemental agreement dated August 11, 1953.

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

1. First Party grants to Third Party at the request of Second and Third Parties, so far as First Party may lawfully do so, the right, license and permission to reconstruct said aerial wire line located at Station 1756 plus 40. Said reconstructed aerial wire line shall consist of the existing 6M strand and ICCT, 104C wire, and one (1) pair "E" rural wire in rings on existing 6M strand. Said aerial wire line shall be maintained with a clearance of not less than twenty-nine (29) feet above the tops of rails of First Party's track.

2. All other terms and conditions of said agreement dated June 12, 1935 as supplemented by agreements dated August 11, 1953 and October 15, 1956, except as modified herein, shall remain in full force and effect.

3. This agreement shall be supplemental to and terminate simultaneously with said agreement dated June 12, 1935 and said supplemental agreements dated August 11, 1953 and October 15, 1956.

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

By *J. Carlson*
Its *J. Carlson* Supt. - Signals & Communications

THE DETROIT EDISON COMPANY

By *Richard H. Taylor*
Its RICHARD H. TAYLOR, DIRECTOR
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

MICHIGAN BELL TELEPHONE COMPANY

By *Carl T. Hall*
Its Carl T. Hall
Staff Supervisor

RECORDED RIGHT OF WAY NO. 16085

Real Estate and Rights of Way Department

October 31, 1956

MEMORANDUM TO:

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

Attached, for the General Files, is a fully executed copy of supplemental agreement covering our crossing over tracks of The Chesapeake and Ohio Railway Company in private property approximately 420 feet North of Eleven Mile Road and 400 feet West of Dixboro Road, approximately one mile Northwest of the City of South Lyon, in the Southeast 1/4 of Section 13, Green Oaks Township, Livingston County, Michigan. The line, as shown on our Plan RX-1469B, will consist of two #2 ACSR 4800 volt wires and one 1/4 inch E.H.S. guy strand and foreign wires.

The agreement dated October 22, 1956, does not require any change in the terms of the original agreement. This supplement is to be made a part of agreement dated June 12, 1935, your Right of Way File No. 9166, attached.

I. W. Gamble
Supervisor of Rights of Way

IWG/ear

Encls.

RECORDED RIGHT OF WAY NO. 16085

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

October 22, 1956

THE CHESAPEAKE AND OHIO RAILWAY CO
Ofc Divn Engr Grand Rapids Mich

SOUTH LYON, MICH. (1½ Mi. West)
Wireline Crossing For
Michigan Bell Telephone Company

Grand Rapids Division

Scale 1"=100' VAL. SEC. DRAWING NO.

Date: 7-27-56

Drn By:

Ckd By:

2B
IO

DA-0001

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 supplemental agreement covering our crossing over tracks of The Chesapeake and Ohio Railway Company in the Southeast 1/4 of Section 13, Green Oak Township, Livingston County, Michigan. The supplement covers the relocation of our existing line, as shown on RX-1469B. ✓

This supplement has been executed by the Michigan Bell Telephone Company, The Chesapeake and Ohio Railway Company and The Detroit Edison Company.

This supplement dated October 15, 1956, does not require any change in the terms of original agreement which calls for all payments to be made by the Michigan Bell Telephone Company. This supplement is to be made a part of Right of Way File No. 16085, attached.

I. W. Gamble

I. W. Gamble
Supervisor of Rights of Way

IWG/emr

Encl.

GENERAL FILES	
RECEIVED	OCT 31 1956
CLASSIFICATION:	

REFERRED TO
<i>RJK</i>
<i>SW</i>
<i>HSP</i>
<i>206</i>

RECORDS RIGHT OF WAY NO

16085

THIS SUPPLEMENTAL AGREEMENT, made this 15th day of October, A. D. 1956, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called First Party, the DETROIT EDISON COMPANY, a New York corporation, hereinafter called Second Party, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, hereinafter called Third Party.

W I T N E S S E T H:

WHEREAS, Pere Marquette Railway Company, a predecessor of First Party herein, entered into an agreement with Second Party, bearing date the 12th day of June, A. D. 1935, whereby First Party's predecessor granted to Second Party, among other things, the right to erect, operate, and maintain an electric transmission line over and across First Party's then Detroit-Grand Rapids Division right of way and main line track at approximately Station 1756 plus 40, approximately one and one-half (1-1/2) miles west of South Lyon, Oakland County, Michigan, which location is shown in red on the print attached to and made a part of said agreement; and

WHEREAS, by a supplemental agreement dated August 11, 1953, First Party, at the request of Second Party and Third Party, granted to Third Party the right, license and permission to attach aerial wire lines on the poles of Second Party's transmission line covered by the aforesaid agreement dated June 12, 1935, which aerial wire lines of Third Party extended over and across First Party's right of way and track at the aforesaid location, as shown in solid red line on First Party's drawing No. DA-0001, dated May 1, 1935, revised date August 5, 1953, thereto attached and made a part thereof; and

WHEREAS, Second Party desires to relocate the transmission line covered by the agreement dated June 12, 1935 as supplemented by agreement dated August 11, 1953, to Station 1756 plus 63 of First Party's Northern Region, Grand Rapids Division, approximately twenty-three (23) feet west of the location of the transmission line covered by the aforesaid agreements, which location is shown in red on First Party's drawing No. DA-0001, dated May 1, 1935, revised date July 27, 1956, hereto attached and made a part hereof.

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

1. 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 aerial wire lines on the poles of Second Party's transmission line at Station 1756 plus 63 of First Party's Northern Region, Grand Rapids Division, approximately twenty-three (23) feet west of the location of the transmission line covered by the aforesaid agreements, which location is shown in red line on First Party's said attached drawing.
2. All other terms and conditions of said agreement dated June 12, 1935 as supplemented by agreement dated August 11, 1953, except as modified herein, shall remain in full force and effect.
3. This agreement shall be supplemental to and terminate simultaneously

84 14623

RECORDED AT THE REGISTERED OFFICE OF THE STATE OF MICHIGAN 16085

with said agreement dated June 12, 1935 and said supplemental agreement dated August 11, 1953.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By M. F. Anderson

Its

ENCL SUPT.
SIGNALS AND COMM.

YSH
HJP

DETROIT EDISON COMPANY

By Richard H. Taylor

Its

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

MICHIGAN BELL TELEPHONE COMPANY

By David P. Stuart

Its

RECORDED
INDEXED
FILED
NOV 16 1955

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

August 2, 1956

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION
AUG - 6 1956
SECRETARY'S OFFICE

PUBLIC UTILITIES	
Tel.	Gas
Elec.	Adm.
AUG 6 1956	
Read S.	
File	

Permit No. ED-8-4003

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, Lyman G. Hedden, Supervisor of Right of Way., of The Detroit Edison Company, Detroit, Michigan, hereby certify that the wire crossing, covered by Wire Crossing Permit No. ED-8-4003, issued July 13, 1956, 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,

Lyman G. Hedden
Supervisor of Rights of Way

1956 AUG 7 AM 9 40
REAL ESTATE AND
RIGHTS-OF-WAY DEPT.

RX No. 11698

Location Approx. 1 Mile NW of

City of South Lyon SE 1/4 of Sec. 28
13 Green Oak Twp. T-1N, R-6E
Railroad Chesapeake & Ohio

Subscribed and sworn to before me this
2nd day of August, 1956

Ralph G. Bremer
Notary Public Wayne

County, Michigan
My Commission expires April 21, 1957

In p.p. approx. 420' N of 11 Mile Rd.
& 400' W of Dixboro Rd.

Un. Form 10 (Revised 1-1-55)
585

INTERDEPARTMENT CORRESPONDENCE

July 23, 1963

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company

Facilities Covered: Covers Michigan Bell Telephone Company reconstruction only.

Specific Location: In private property 420 feet north of Eleven Mile Road, 400 feet west of Dixboro Road, and one mile northwest of the City of South Lyon.

R.R. Valuation Station 1756+63 Mile Post 1420 ft. NW of M.P. No. D-38

City/Village _____ Township Green Oak (Southeast 1/4 Section 13)

County Livingston Detroit Edison Plan No. RX-1469B (7-18-56)

Supplemental Agreement/~~Permit~~ Date June 27, 1963 R.R. Plan No. DA-0001 (7-27-56)

Preparation Fee None Annual Rental None

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

This is a Supplemental Agreement and is to be made a part of R/W 16085

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

REFERRED TO

LGH:ral
AUG 19 1963 GIS GOK-15
DE FORM PD 189 1-61 CS

RECORDS CENTER
RECEIVED AUG 1 1963
TICKLER MADE
CLASSIFIED
I. W. Gamble
Supervisor of Rights of Way
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 16085

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

July 13, 1956

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION
JUL 16 1956
SECRETARY'S OFFICE

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 Ohio R.R. approximately 1 mile NW of the City of South Lyon, SE 1/4 of Section 13, Green Oaks Twp., Livingston County, T-1N, R-6E.

Two #2 ACSR 4800 volt wires and one 1/4" E.H.S. guy strand over the tracks of the C.&O.R.R. located on private property approximately 420' north of 11 Mile Rd and 400' west of Dixboro Rd.

Foreign wires will be Michigan Bell Telephone Company's 6-M strand and two 104C wires.

Note: The existing crossing RX-1469A covered by Permit ED 2-8-3237 will be removed when the above crossing is built.

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 ^{removal} reconstruction of existing crossing and will cancel and supersede wire crossing permit No. ED 2-8-3237 dated 8-5-53.
- This is a new crossing.

C. & O. RR ~~waiver of hearing~~ Reference number of construction drawing is RX- 1469B.
station 1789 plus 20
dated 7-12-56, attached

Yours very truly,

L. O. Hedden

Supervisor of Rights of Way

Permit No. ED2-8-4003

Date July 13, 1956

Acting Director of Public Utilities

1956 JUL 19 AM 9
REAL ESTATE AND
RIGHTS-OF-WAY DIV.

✓ Check in square indicates statement applicable.

RECORDED IN 15085



THE CHESAPEAKE AND OHIO RAILWAY COMPANY
SIGNAL AND COMMUNICATIONS DEPARTMENT

~~REMOVED~~

~~REMOVED~~
~~Gen. Supt. Sigs. & Comms.~~

M. F. ANDERSON
~~Asst.~~ Gen. Supt. Sigs. & Comms.
Detroit 2, Mich.

T. L. CARLSON
Supt. of Sigs.

Detroit 2, Michigan

P. A. FLANAGAN
Supt. of Comms.

July 12, 1956 E

W.C. - So. Lyon

1956 JUL 15 AM 9 - 0
REAL ESTATE AND
RIGHTS DEPT.

The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

Gentlemen:

This will acknowledge receipt of your letter of May 15, 1956, requesting waiver of right of notice and hearing before the Michigan Public Service Commission for permission to relocate and reconstruct an existing aerial wire line crossing over our tracks and right-of-way at station 1789 plus 20, about 2.1 miles northwest of our depot at South Lyon, Michigan. Crossing as reconstructed to consist of two (2) #2 ACSS wires carrying 4800 volts and one (1) 1/4" E.H.S. guy wire.

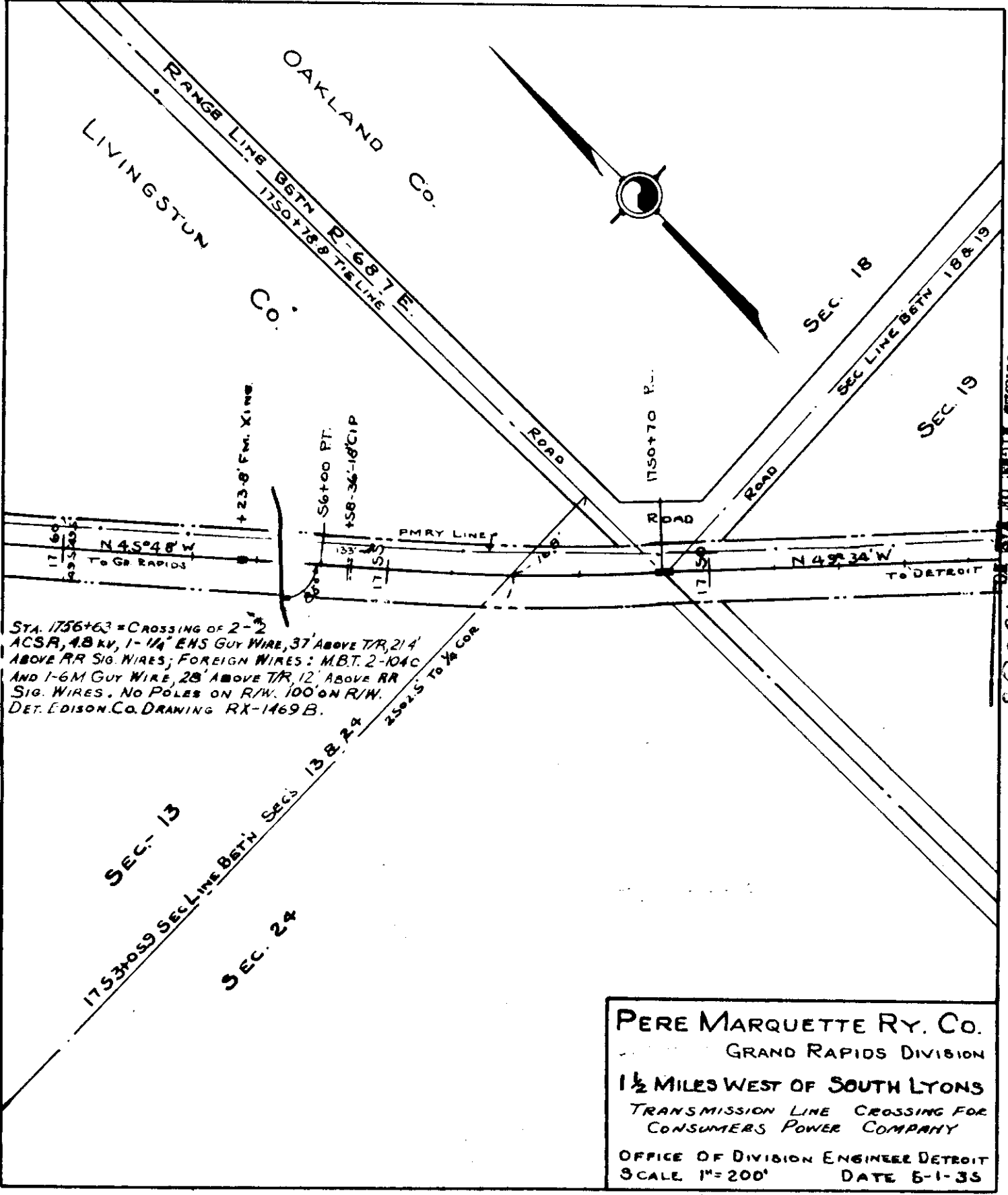
The Chesapeake and Ohio Railway Company hereby waives hearing before the Michigan Public Service Commission for permission to construct the above aerial wire line crossing with the provision that construction shall conform with the specifications of the Michigan Public Service Commission covering such crossings. Also, with the provision that the Detroit Edison Company shall execute agreement covering this reconstructed crossing when presented.

Very truly yours,

M. F. Anderson
General Superintendent
Signals and Communications

*Existing to
relocated
Station 1756 + 63.*

16085



RECORDED PLAN OF RY. CO. 16085

STA. 1756+63 = CROSSING OF 2-2
 ACSR, 4.8 KV, 1-1/4" ENS GUY WIRE, 37' ABOVE TR, 21' 4"
 ABOVE RR SIG. WIRES; FOREIGN WIRES: M.B.T. 2-104C
 AND 1-6M GUY WIRE, 28' ABOVE TR, 12' ABOVE RR
 SIG. WIRES. NO POLES ON R/W. 100' ON R/W.
 DET. EDISON CO. DRAWING RX-1469 B.

PERE MARQUETTE RY. CO.
 GRAND RAPIDS DIVISION
 1 1/2 MILES WEST OF SOUTH LYONS
 TRANSMISSION LINE CROSSING FOR
 CONSUMERS POWER COMPANY
 OFFICE OF DIVISION ENGINEER DETROIT
 SCALE 1"=200' DATE 5-1-35

DA-0001

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

May 17, 1954

hr
5/18/54

MEMORAMUM TO:

Mr. Eldred H. Scott
Controller
520 General Offices

Attached, for the General Files is a fully executed copy of the agreement covering our crossing over the tracks of The Chesapeake and Ohio Railway Company in the Southeast Quarter of Section 13, Green Oak Township, Livingston County, Michigan. The crossing is located in private property at a point approximately 400 feet North of Eleven Mile Road, 400 feet West of Dixboro Road, 1400 feet Northwest of Mile Post #33, approximately one mile Northwest of the City of South Lyons. The line consists of two #2 4800 - volt wires as shown on our Plan RX-1469A.

This agreement has been executed by The Chesapeake and Ohio Railway Company, The Detroit Edison Company and the Michigan Bell Telephone Company.

According to the terms of the agreement the Michigan Bell Telephone Company is to make all payments direct to the Railway Company.

Our Company rebuilt the line, increasing height of poles, to provide space for Michigan Bell wires.

RIGHT OF WAY FILE NO. 16085

L. G. Hedden

Supervisor
Rights-of-Way Procurement

L. G. Hedden:br

Encl.

GENERAL FILES	
RECEIVED	MAY 20 1954
CLASSIFICATION:	

REF. REQ. TO
<i>ew</i>

101

ew

THIS AGREEMENT, made this 11th day of August, A. D. 1953, by and among THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called First Party, THE DETROIT EDISON COMPANY, a New York corporation, hereinafter called Second Party, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, hereinafter called Third Party.

W I T N E S S E T H:

WHEREAS, Pere Marquette Railway Company, a predecessor of First Party herein, entered into an agreement with Second Party, bearing date the 12th day of June, A. D. 1935, whereby First Party's predecessor granted to Second Party, among other things, the right to erect, operate, and maintain an electric transmission line over and across First Party's then Detroit-Grand Rapids Division right of way and main line track at approximately Station 1756 plus 40, approximately one and one-half (1-1/2) miles west of South Lyon, Oakland County, Michigan, which location is shown in red on the print attached to and made a part of said agreement, and

WHEREAS, Second Party and Third Party have requested First Party to grant to Third Party the right, license, and permission to attach aerial wire lines on the poles of Second Party's transmission line covered by the aforesaid agreement dated June 12, 1935, which aerial wire lines of Third Party will extend over and across First Party's right of way and track at the aforesaid location, as shown in solid red line on First Party's Drawing DA-0001, dated 8-5-53, hereto attached and made a part hereof.

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 aerial wire lines on the poles of Second Party's transmission line at the location aforesaid, shown in 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 aerial wire lines and shall at all times observe all requirements of public authority governing or respecting the same. Third Party shall install and maintain said aerial wire lines in accordance with its standards of construction on file with and approved by the Michigan Public Service Commission, and in accordance with Third Party's Application for Aerial Crossing, dated May 22, 1953, File 3-14 South Lyon, and in accordance with Second Party's Drawing RX 1469-A, both of which are incorporated herein by reference. Third Party shall install said aerial wire 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 aerial wire lines of Third Party attached to the poles of Second Party's transmission line, which wire lines will extend over and across the right of way and track of First Party at the location aforesaid for a distance of one hundred five (105) feet, will consist of a 6M strand and two (2) 104 copper wires. Said aerial wire lines shall be maintained with a clearance of not less than twenty-nine (29) feet above the tops of rails of First Party's track and not less than twelve (12) feet above First Party's communication lines on said right of way.

3. If, in the judgment of First Party, the operation, maintenance, or use of Third Party's aerial wire lines 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,

RIGHT OF WAY FILE NO.

16085

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 aerial wire lines, which rights First Party hereby expressly reserves unto itself, Third 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 aerial wire lines 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 aerial wire lines covered by this agreement, or from a failure to maintain, repair, or renew the same, and Third Party shall indemnify 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 harmless 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, negligent 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 same. Third Party shall pay to First Party as a rental charge for the use of its premises the sum of Four Dollars (\$4.00) on execution of this agreement, to cover the period from date hereof to December 31, 1953, and thereafter, commencing January 1, 1954, the sum of Ten Dollars (\$10.00) 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 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 aerial wire lines from over the right of way and property of First Party and to restore and leave said right of way, property, and track in as good condition as before the installation of said aerial wires on the poles of Second Party's transmission line. In the event Third Party shall fail so to do before the expiration of thirty (30) days after such notice of termination by any party has been given to the other parties, then 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, but no assignment

RIGHT OF WAY FILE NO. 16085

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 First Party.

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By M. M. Crane
Its Vice President and General Manager

THE DETROIT EDISON COMPANY

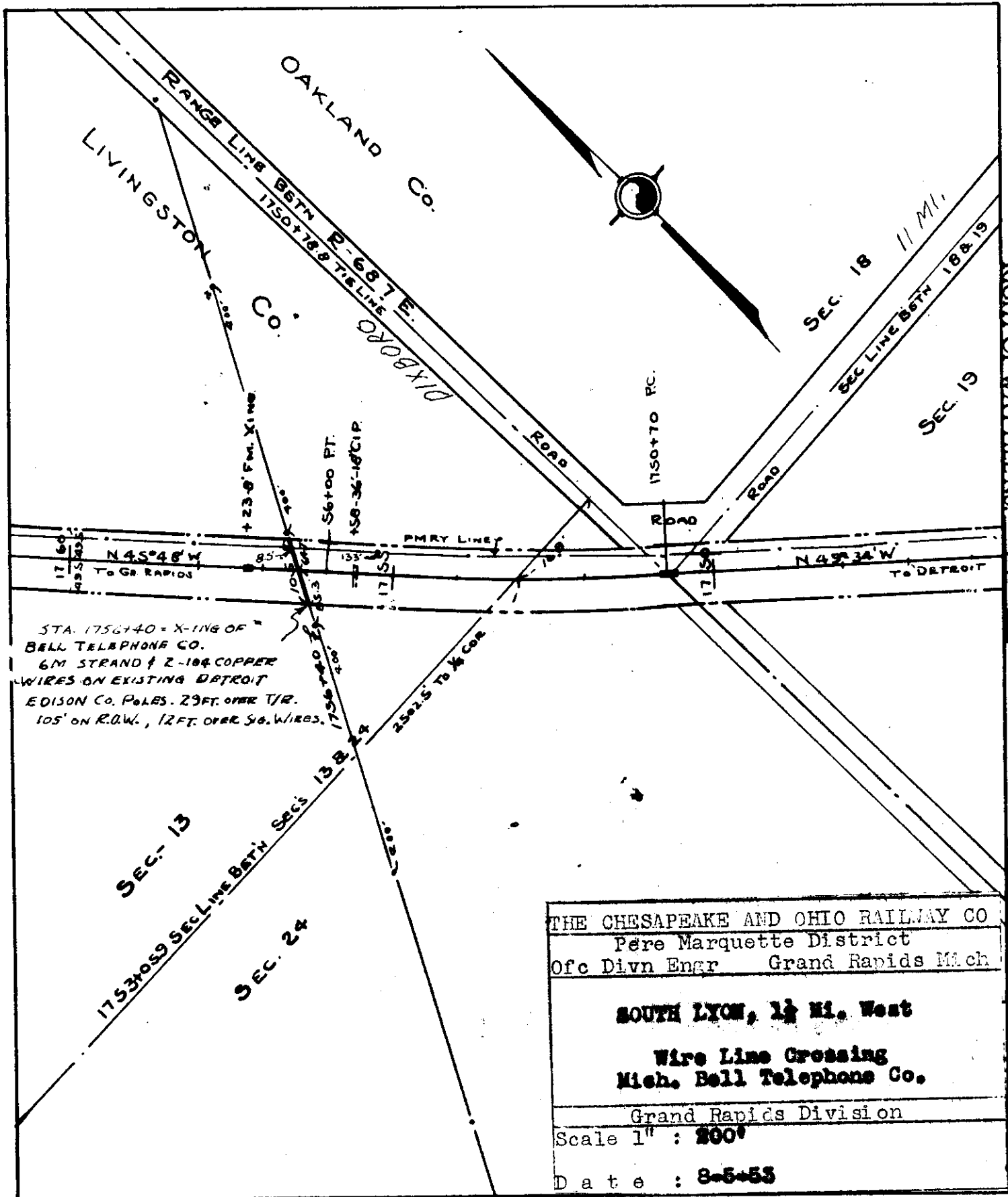
By Dwight H. Taylor
Its DIRECTOR, RIGHTS-OF-WAY DEPARTMENT

MICHIGAN BELL TELEPHONE COMPANY

By W. A. ...
Its GENERAL PLANT MANAGER

RGH
WAM

RIGHT OF WAY FILE NO. 16085



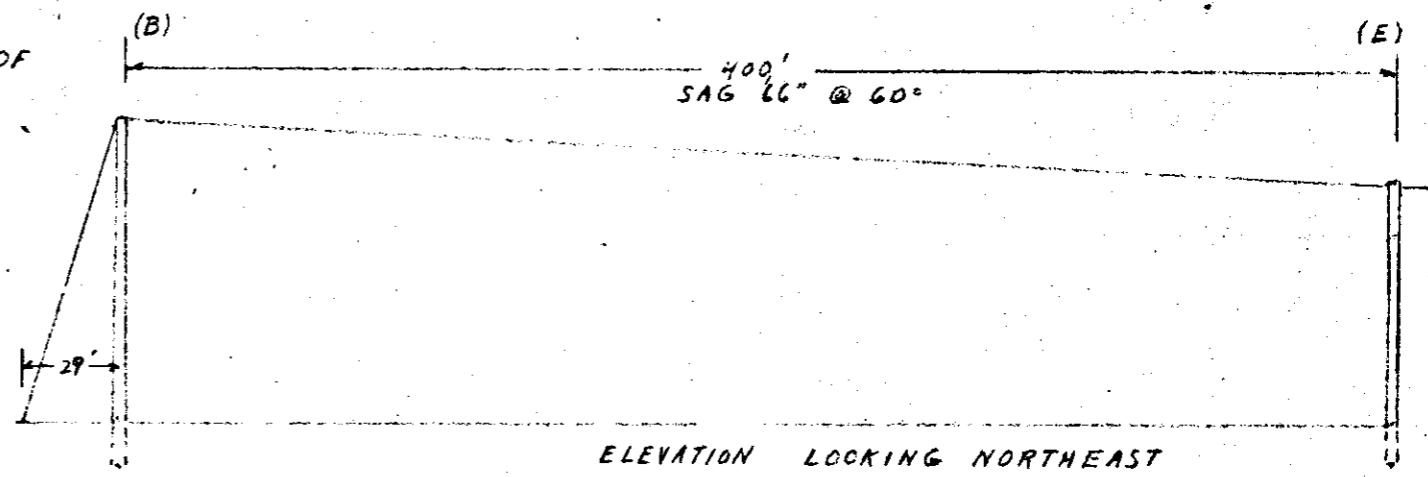
STA. 1756140 = X-ING OF
 BELL TELEPHONE CO.
 6M STRAND & 2-104 COPPER
 WIRES ON EXISTING DETROIT
 EDISON Co. POLES. 29 FT. OVER T/R.
 105' ON R.O.W., 12 FT. OVER S.G. WIRES.

THE CHESAPEAKE AND OHIO RAILWAY CO Pere Marquette District Ofc Divn Engr Grand Rapids Mich
SOUTH LYON, 1 1/2 MI. West
Wire Line Crossing Mich. Bell Telephone Co.
Grand Rapids Division
Scale 1" : 200'
Date : 8-5-53

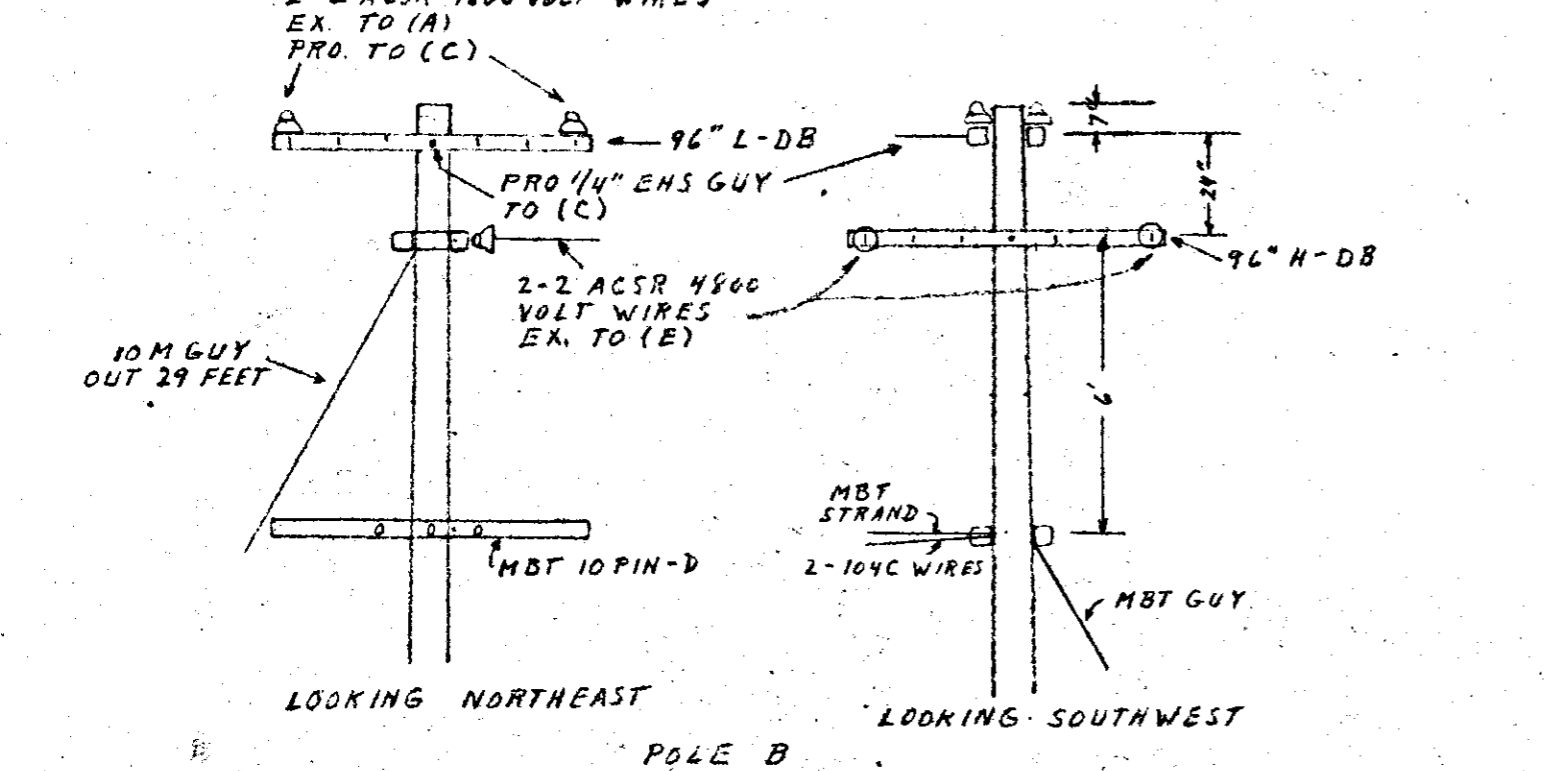
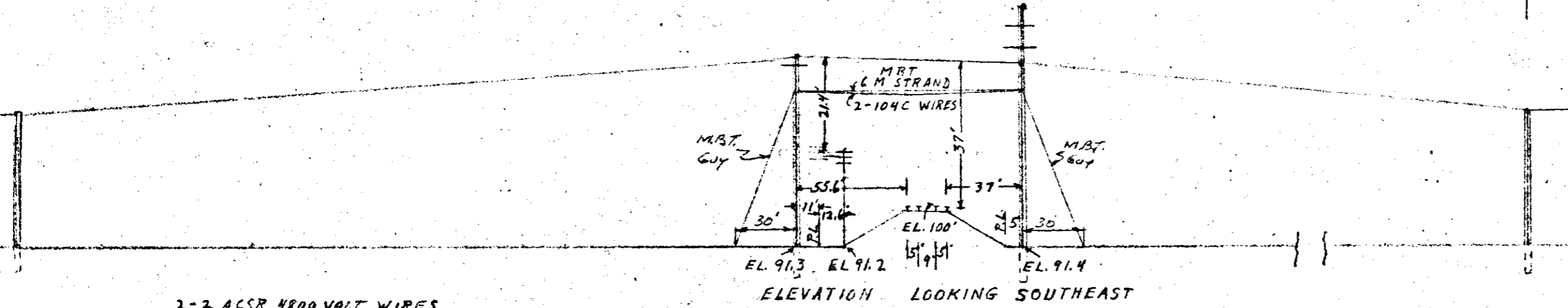
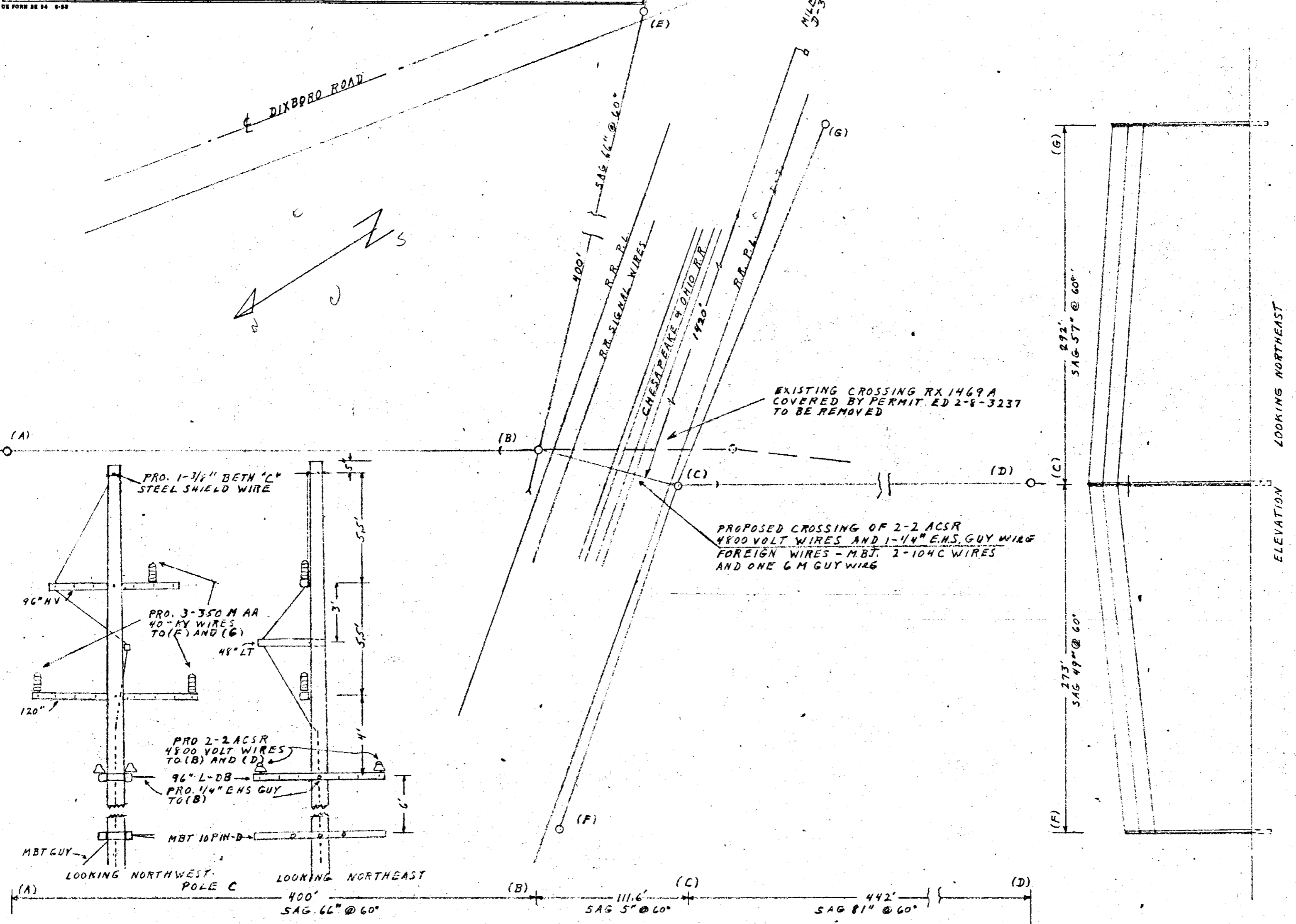
THE DETROIT EDISON COMPANY

RX 1469 B

PROPOSED LINE CROSSING OVER THE CHESAPEAKE OHIO R.R. PERMIT NUMBER ED 2-8-3237
 APPROX 1 MILE NORTHWEST OF
 IN P.L. PROP. APPROX 420 FT. N. OF 11 MILE RD. 4400 FT. W. OF CITY OF SOUTH LYON
 DIXBORO RD.
 SECTION S.E. 14 OF 13 TOWNSHIP GREEN OAKS T. IN R & E COUNTY LIVINGSTON



NOTES		CONDUCTORS				POLES				
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.										
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.										
MINIMUM CLEARANCES										
NEAREST POLE TO RAIL	SIDING	7 FT.								
	MAIN LINE	12 FT.								
WIRES OVER TRACKS	0 - 800 VOLTS	27 FT.								
	800 - 7800 VOLTS	28 FT.								
	24000 VOLTS	30 FT.								
WIRES OVER R.R. SIGNAL	0 - 800 VOLTS	2 FT.								
	800 - 7800 VOLTS	4 FT.								
	24000 VOLTS	6 FT.								
			NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
			2	2	ACSR	4800	A	40	4	PINE
			1	1/4"	EHS	GUY	B	55	2	W. CEDAR
							C	70	1	"
							D	40	6	PINE
							E	45	6	"
							F	55	3	"
							G	60	3	"
			DRAWN BY R.A.P. ENGINEERING DIVISION DATE 5-9-56							
			ESTIMATOR J.E. JUDSON OVERHEAD LINES DEPT. ANN ARBOR							



R/W 9166 (Eaton, C & O)

R/W 16085 (Eaton, C & O, & Rich. Bell)

RECORDED RIGHT OF WAY NO. 16085