

**Detroit
Edison**

CORPORATE REAL ESTATE SERVICES

Job Project No.: BW3692
Railroad Project No.: BD1374
Project Name: RX4162C (initially
labeled 4512A)

Date: December 12, 1991
To: Ava Thrower
Records Center
From: Tom Wilson *tw*
Subject: Overhead Railroad Crossing

Attached are papers related to a revised crossing. The existing license rights for this crossing were provided by a license agreement between Detroit Edison and CSX Transportation Railroad, for a transmission right of way crossing. The right of way is located in the SW 1/4 of Section 26, City of Livonia, Wayne County, Michigan, north of Plymouth and East of Merriman Roads.

Service Planning, Wayne-Monroe Division, is hereby notified to do the requested work if it has not been done. All work associated with aerial crossings of railroad tracks require advanced notice to the operating railroad.

The railroad invoice no. is L16502.

A new easement agreement dated February 1, 1991 now provides the needed rights to do this work.

Please incorporate copies of these papers into Records Center Right of Way File No. 19077.

Approved:

Barbara A. Fulton

Barbara A. Fulton
Supervisor
Corporate Real Estate Services

Attachments

cc: T. Busby

B3-2

RECORDS RIGHT OF WAY NO. 19077

Serving Customers

We're all a part of it!



6737 Southpoint Drive, South
Suite 100
Jacksonville, Florida 32216
(904) 279-4515
FAX (904) 279-4586
or (904) 279-4581

T. R. Jackson
Assistant Vice President

January 29, 1990

Mr. J. R. Rymer
Division Engineer
CSX Transportation, Inc.
P.O. Box 3316
Livonia, MI 48150

Dear Mr. Rymer:

Attached are letters dated December 6, 1990, and April 30, 1990, from Detroit Edison requesting authority to reconstruct existing overhead longitudinal occupancy facilities on CSX Transportation corridors in Livonia, Michigan, area.

These two letters, with their enclosures, deal solely with rearrangement of existing facilities covered by the recent grant of easement to Detroit Edison (copy attached) and only require your concurrence from an engineering standpoint.

If you have no objections to the reconstruction as proposed by Detroit Edison, please notify Mr. Thomas Wilson, direct.

Yours very truly,

T. R. Jackson

TRJ:hkm

Enclosures

cc: Mr. Thomas Wilson
Real Estate Associate
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

Mr. David Martin (904)279-4549 is the CSX Manager actively negotiating with Ford Motor Company for the outright sale of the property near Wixom encumbered with the Detroit Edison 1,450' longitudinal occupancy. I believe this issue will work itself out fairly soon.

As agreed, we will include the South Lyon (1,250') of longitudinal occupancy under the planned new easement grant for a consideration of \$12,000. (TRJ)

RECORDING OFFICE OF THE MI 19077

**Detroit
Edison**

CORPORATE REAL ESTATE SERVICES

Project No. BD9146 and BD1374

Date: January 9, 1991
To: Ava D. Thrower
Records Center
From: Thomas Wilson JW
Subject: Overhead Electric Transmission Line Easement from CSX
Transportation, Incorporated to Detroit Edison

Attached are papers related to an Overhead Electric Transmission Line easement, granted on railroad land in the City of Dearborn, City of Detroit, Redford Township and the City of Livonia, Wayne County, Michigan, dated February 1, 1991, from CSX Transportation, Incorporated, whose address is 500 Water Street, Jacksonville, Florida 32202, to Detroit Edison.

A partial payment check dated December 20, 1990, No. S0628 towards the total cost of this easement, in the amount of \$500,000.00 was forwarded to CSX. The balance due of \$1,100,000.00, will be sent on February 1, 1991.

This easement supercedes license agreements dated October 2, 1974 (railroad license No. L18058, DE Project No. BD9146, Record Center file 23148) and dated January 1, 1978 (railroad license No. L19025, DE Project No. BD1374, Record Center file 19077).

This easement was negotiated by Paul W. Potter.

Please incorporate these papers into Records Center File No. 23148 and 19077, and send these files to Corporate Real Estate Services on February 1, 1991.

Approved:

Barbara A. Fulton

Barbara A. Fulton
Supervisor, Real Estate Services

attachments

cc: D. Barkley
G. W. Flowerday
B. A. Fulton
D. C. Gavin
G. H. Hathaway
G. E. Martin
J. A. Persley
A. K. Shelton
W. D. Spencer
W. J. Thrasher
Divisions (substations)

N20

Serving Customers

RECORDED RIGHT OF WAY NO. 19077

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48228
(313) 237-8000

March 1, 1988

W. V. VanderVeer
Division Manager
CSX Transportation
12780 Levan Road
Post Office Box 3316
Livonia, MI 48150

Re: Wire Crossing Notification

Dear Mr. VanderVeer:

This letter is prior notification of the construction of an overhead wire crossing over your railroad tracks by The Detroit Edison Company.

Proposed Overhead Wire Crossing

1. Location: 2640' north of Plymouth and 1950' east of Merriman, SW 1/4 of Section 26, City of Livonia, Wayne County, Michigan
2. Detroit Edison Drawing & Crossing Nos.: BW3692-RX4162C
3. New or Reconstruction: Reconstruction

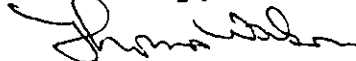
The above crossing is part of the Hines-Evergreen, 120 kV, Steel Tower Line. The annual payment is \$91,000.

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

In the event we have not otherwise received acknowledgement of this notification, within 45 days of the above date, our crews have been instructed to begin work.

Construction of the crossing will begin no later than May 16, 1988. Please contact Brenda L. Golson our Real Estate Coordination Specialist, Railroads on (313) 237-8316, prior to this date, if you have any questions.

Sincerely,



Thomas Wilson
Real Estate Associate

/BLG
attachments

RECORDED
RIGHT OF WAY NO. 19077



EXHIBIT 7
Sheet 1 of 1
Rev. 7/15/85 7454 S&D

4162C
RX # ~~4572~~
DOT# B-25167

APPLICATION FOR WIRE OR CABLE LINE CROSSING UNDER/OVER 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 aboard System Railroad. Original and twelve (12) copies of this form shall be submitted, accompanied by twelve (12) lettersize prints of a drawing showing plan, elevation section of crossing from field survey, location in respect to milepost, width of Railroad's right of way, and location of adjacent structures affecting crossing.

1. Correct name of applicant DETROIT EDISON Tel.: (313) 397-4057
2. Post Office Address 8001 HAGGERTY City & State BELLEVILLE MI Zip 48111
3. Partnership - name and initials all partners, women - given and surnames before marriage and present _____
4. If incorporated, name of state in which incorporated _____ Municipality _____
5. Proposed DETROIT EDISON line crossing will be located between 2640' NO OF PLYMOUTH RD and 1950' E OF HERRIMAN (Railroad Stations) 15 feet EAST of MP No. 745 VS
6. Angle between center line of right of way and wire line will be 90 degrees.
7. Number of Railroad Company's tracks to be crossed 4. Number of pole lines crossed 0.
8. Alternating current X Voltage 120KV No. Phases 3 Hertz 60
9. Direct current _____ Voltage _____ Amperes _____
10. Height of wires above top of rail at 60° F 34 Feet 22" Sag in Spans at 60° F _____
11. Height of wires above Railroad communication and signal wires at 60° F 0 Ft 0
12. Maximum voltage 120KV Maximum current 1687 AMP
Maximum fault to ground current _____ Height of wire supports above ground level 42'
Material (encasement) _____
15. Outside diameter _____
16. Wall thickness _____
17. Total length within RR right of way _____
18. Bury: Base of rail to top of casing _____
19. Bury: Not beneath tracks _____
20. Bury: Roadway ditches _____
21. Conductors - (a) Number _____ (b) AWG gauge _____ (c) Material _____
22. Type of wire supports _____ Size _____ False Dead Ends _____
23. Number of poles to be located on Railroad Company's right of way 1
24. Distance from butt of pole to nearest rail of main track _____ Feet 27'
25. Distance from butt of pole to nearest rail of sidetrack _____ Feet _____
26. If additional wire line attachments or revisions are to be made to existing crossing, please advise date of agreement. _____
Will line exclusively serve parton of Railroad? NO Name: _____
28. Will this line run parallel or approximately parallel to Railroad Company's tracks anywhere? NO Give approximate separation from our signal and telephone wires: _____
29. Will line be located in public road right of way? NO If so, give name and road number _____

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the Railroad incident to installation, maintenance, and/or supervision necessitated by this installation, and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.

Date 1-8-88

Rush Ph. 397-4057
Signature and Title of Officer Signing Application

RECORDS RIGHT OF WAY NO 19077



Railroad Crossing Application - Overhead

BW3692

Please Print

Railroad Name CSX Transportation (C & O RR)			Department Order B-25167		
Revision From RX No. (Available From Record Center (Ext. 78498)) 4512		New RX No. or R/W No. 4512A 4162C		Spans 1	
Location: City/Township City of Livonia		Town T- 1S	Range R- 9E	County Wayne	Section 26
Location Description 2640 Ft. N. of Plymouth Rd and 1950 Ft. E. of Merriman					

This Crossing

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

Crossing Data

Detailed On Attached Drawing
B-25167 **RX#4512**

Railroad Mile Post (Number) 745	State Permit No. Existing	Date 1-19-88	Distance to Crossing from Mile Post (in feet) 15 Ft.
---	---------------------------	------------------------	--

Existing							Proposed						
Type of Structure							Type of Structure						
<input type="checkbox"/> Wood <input type="checkbox"/> Steel							<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel						
Conductors				Poles			Conductors				Poles		
Span.	No. Size	Kind	Voltage	Location	Length	Class	Span.	No. Size	Kind	Voltage	Location	Length	Class
B-C	954-1	ACSR	120KV	B	65	1							
B-D	954-1	ACSR	120KV	C	65	1							
B-E	954-1	ACSR	120KV	D	65	1							
				E	65	1							

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

Relocation because of new building.

Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing)	From Top of Rail to Nearest Wire	34.00 Ft.
	Railroad Communication or Signal Lines	N.A. Ft.

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

Designed By Tom Busby	Date 1-19-88	Checked By Greg Tchozewski	Date 1-19-88
Company Location RM. 152 WMDHQ	Phone No. 397-4057		

Distribution: - Original - Service Planning Yellow Copy - Railroad Pink Copy - RE & RW

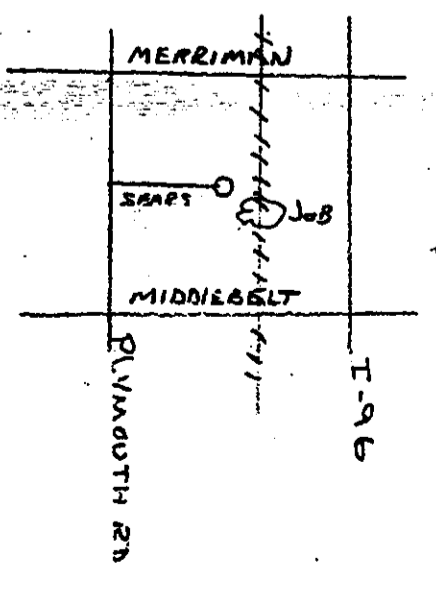
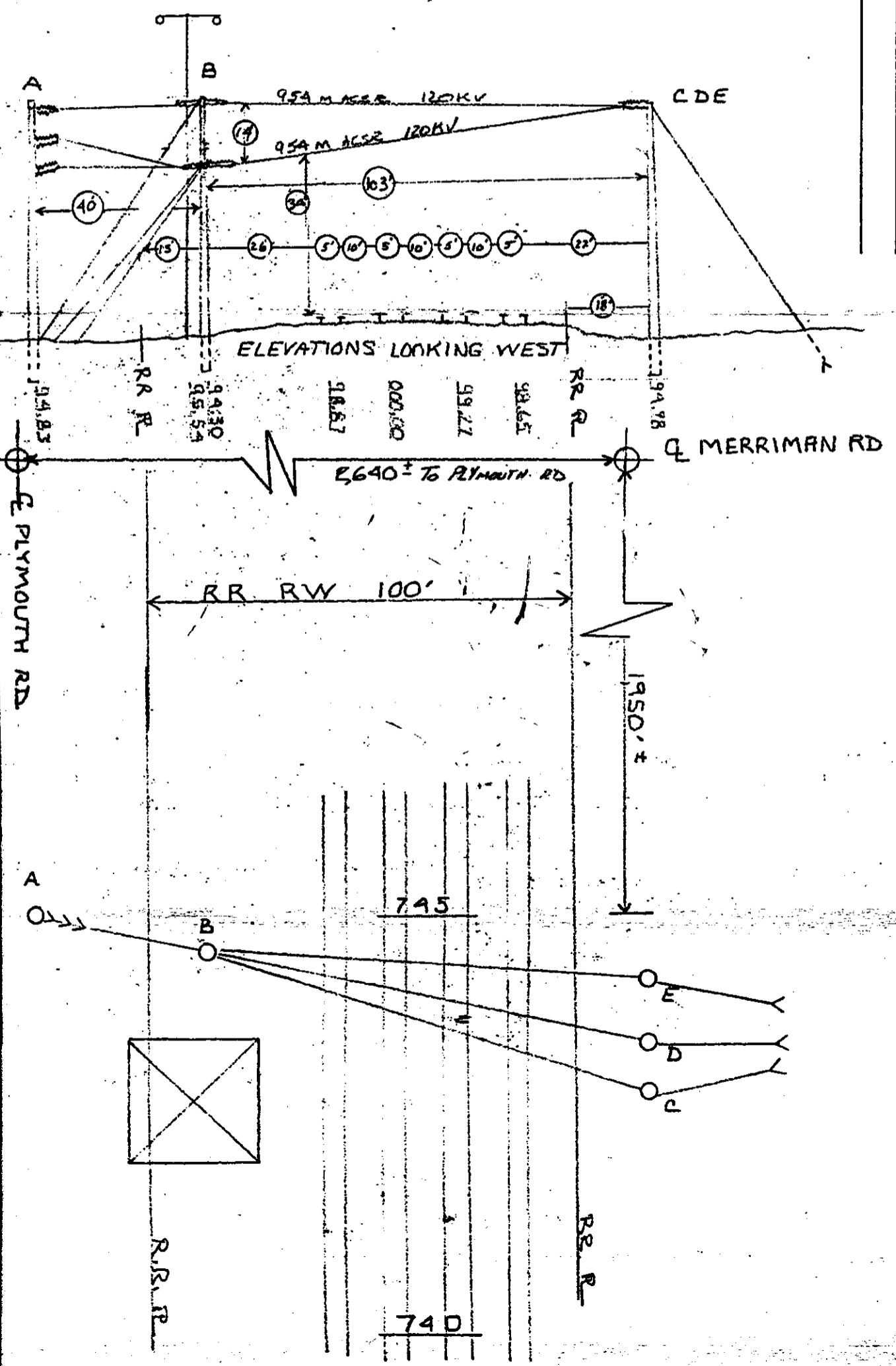
RECORDED RIGHT OF WAY NO. 19077

Proposed Line Crossing Over C.S.X. TRANSPORTATION (Go to see)
 in 2640' N of PLYMOUTH RD AND 1950' E of Existing Permit Number N.A.
MERRIMAN RD City of LYONIA
 Section SW 1/4 26 Township CITY OF LYONIA T 15 N 9E county WAYNE

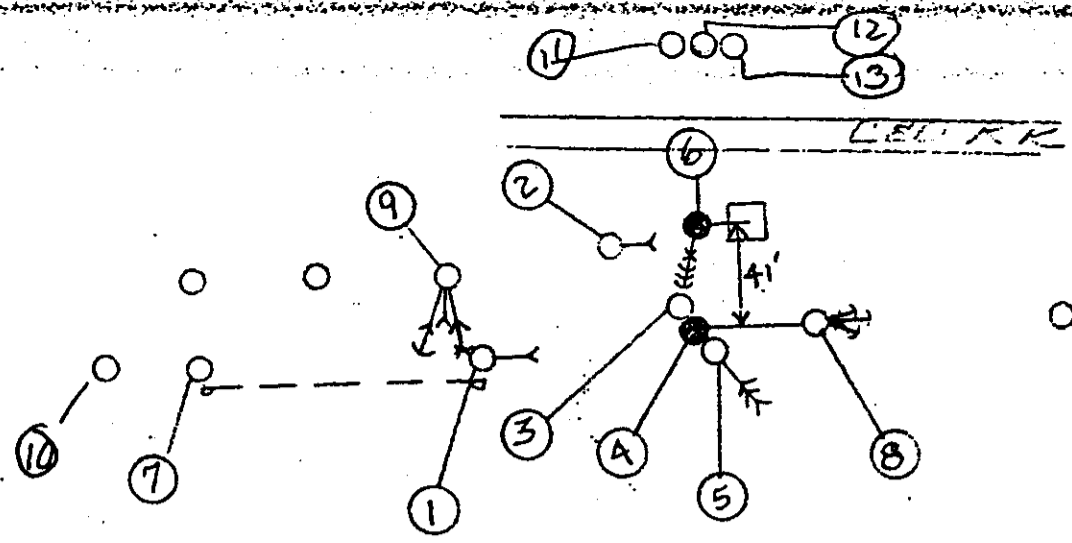
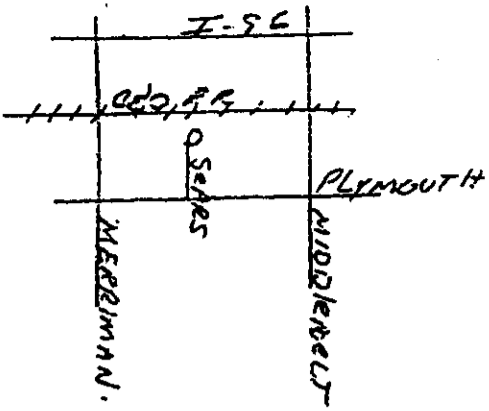
Span	Span Length	Lowest Conductor Over R.R. Tracks	Stringing Sag At 60°F	Sag Table	Rule Span	Final Sag Ratio
B-C	103'	34'	22"	954-1-100	103'	1.00
B-D	103'	48'	22"	954-1-100	103'	1.00
B-E	103'	34'	22"	954-1-100	103'	1.00

Designed By Thomas M. Buealy Division WAYNE/MOD/BOE
 Checked By Eug. J. Kozlowski Date 1-8-88

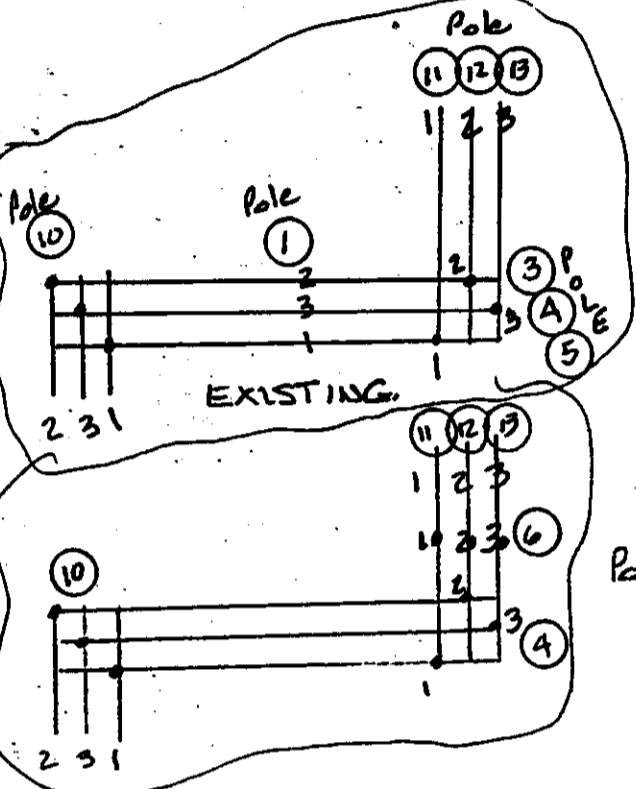
CONSTRUCTION SUMMARY
 POLE B - 65-1 SET B'-6"
 DET 2125A MODIFIED
 POLE 65-1 SET B'-6"
 A-D-E DET 2117A MODIFIED



SCALE 1"=30'
 N
 RECORD



POLE HALL NOTE:
ROOM TO TURN POLE TRUCK AROUND AT END OF SEARS DRIVE



- POLE #S**
- ① RM 65B872 6956-0254
RM DNGUY
 - ② RM 55E67 NOT PLOTTED ON AMS
RM DNGUY
 - ③ RM 55R77 7063-0796
 - ② TO ④ TSFR SYS COMM FROM POLE #2 TO #4
 - ④ RP 55R77
65-1 SSS SET NEW PO 3' NORTH IN 2116B
ELIMINATE SHIELD PORTION OF DETAIL IN 5/16 POPO GUYS AT EACH LOAD ON PO#4
 - ⑤ RM 55R77 7063-0796
RM DNGUYS
 - ⑥ IN 65-1 SSS
IN 2125A
ELIMINATE SHIELD PORTION OF DETAIL IN 5/16 DNGUY 16' & 40'S
IN 2-5/16 DNGUYS 26' & 36'S & 32'S

- ⑦ TO ① 9 POLES OMITTED - RM OAWA SHIELD WIRE
- ⑧ IN 5/16 POPO GUYS @ 20'-19'-18" WEST.
IN 5/16 DNGUY 20' @ POLE & 20' EAST
IN 2-5/16 DNGUY 19' 18" AT POLE & 16' EAST FAN 4'
- ⑨ IN 5/16 DNGUY 2' BELOW 40KV TO EXISTING VACANT ANCHOR

NOTE: THE NEW SPAN FROM PO #7 TO #4 WILL BE 240' ± SAG II SAG 6" @ 600 954 MCM

R/R CROSSING PERMIT READ		RX # 4512	
LEGEND			
○	FOREIGN POLE	○	EXIST. D.E. CO. POLE
●	PROPOSED POLE	○	EXIST. ANCHOR
○	PROPOSED ANCHOR	○	120/240 V LINE
○	TREE	○	4800 V LINE
○		○	13,200 V LINE
○		○	48,000 V LINE
CITY OF TWP. WYONNIA		COUNTY	
MAP SECT. 1-265-31B		TOWN RANGE	
PROJECT NAME		JOINT R/W REQUIRED	
CIRCUIT MALARD-YOST 120KV		YES <input type="checkbox"/> NO <input type="checkbox"/>	
REASON RELOCATE TO CLEAR BLDG.		PROJ. OR PART NO.	
PLANNED BY BUSBY		SCALE 1-100'	
DATE 12-17-87		BUDGET ITEM NO. 87E0F-KIM	
		DATE 12-17-87	

NOTES: R/R FLAGMAN READ
120KV SHUTDOWN READ'D
MALARD-YOST, 120KV
SEARS DR.

PLYMOUTH RD.

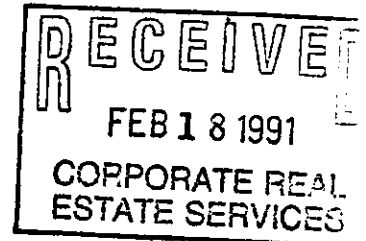




6737 Southpoint Drive, South
Suite 100 (SC J915)
Jacksonville, FL 32216
(904) 279-4510
FAX: (904) 279-4586

Mary Ann Scheler
Assistant Vice President-Sales Administration

February 12, 1991



Mr. Thomas Wilson
Real Estate Associate
Room 2310 WCB
Detroit Edison
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Wilson:

Thank you for forwarding us your Company's check in the amount of \$1,100,000.00, representing balance of consideration for securing the overhead electric transmission line easement running through Livonia, Redford Township, Detroit and Dearborn, Michigan.

We are pleased now to enclose the fully executed overhead electric transmission line easement dated February 1, 1991 covering the permanent easement over the railroad tracks.

After the easement has been properly set to record in the Wayne County, Michigan Recorder's Office, it would be appreciated if you would furnish us with recording information so that our records are complete.

It has been a pleasure working with you on this matter. Thanks for your prompt final payment for the easement and should there be any questions concerning the above, let us know.

Sincerely yours,

Mary Ann Scheler

Enclosure

RECORDED RIGHT OF WAY NO. 19077

RECORDS CENTER MEMO
DE 983-0851 3-80CS (GF 1)

TO Tom Wilson DATE 2-20-71

THE ACCOMPANYING FILE HAS BEEN SENT TO YOU BY THE RECORDS CENTER FOR THE REASON CHECKED BELOW:

- FOR YOUR INFORMATION - NEW MATERIAL HAS BEEN ADDED TO FILE
PLEASE NOTE AND RETURN IT TO RECORDS CENTER AS SOON AS POSSIBLE
- AT YOUR REQUEST *See C - re: overhead electric transmission line easement from Ast Transportation Inc.*
INDICATE BELOW IF AND WHEN IT SHOULD BE REFERRED TO YOU AGAIN

DB: jk
REFER TO _____ ON _____ DATE _____
OR INDICATE DISPOSITION OF AGREEMENT (PLEASE CHECK)
 RENEWED EXTENDED TERMINATED _____
SIGNED _____



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

December 21, 1990

Mr. Paul W. Potter
Director, Corporate Real Estate
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

Re: License/Easement Conversion (L-19025 and L-18058)
Warren-Evergreen and Hines Evergreen

Dear Paul:

This letter will confirm our receipt of the four partially executed Easement Agreements, Payment Agreements, and Detroit Edison's check number S0628 in the amount of \$500,000 covering the initial payment for the captioned conversion.

Returned are two fully executed copies of the Payment Agreements, together with copies of the fully executed Deed of Easement, the original of which will be delivered to you on receipt of Detroit Edison's final payment of \$1.1 million on or before February 1, 1991.

We appreciate your cooperation in enabling us to complete this phase of our license conversions and look forward to completing conversations for the remaining agreements early next year.

Yours very truly,



T. R. Jackson

TRJ:hkm

PROPERTY RIGHT OF WAY NO. 19074

Mr. Paul W. Potter
December 21, 1990
Page 2

cc: Mr. Thomas Wilson
Real Estate Services
Detroit Edison Company
660 Plaza Drive, Ste. 2335
Detroit, MI 48226

Your copy of this letter may be considered as our notice that Agreements number L-19025 dated January 1, 1978, and L-18058 dated October 2, 1974, are terminated effective December 18, 1990, to be replaced by the new easement. By copy of this letter I will arrange for return of the unearned rental under those two licenses. Again, I want to thank you for your help in resolving the conversion issue so that this Phase I can close. I also look forward to working with you to complete Phase II during the first quarter of 1991. (T.R. Jackson)

Mr. George Hathaway
Senior Attorney
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

I hope you are as pleased as I am with the final version of the Easement Agreement. Our Engineering and Operating people particularly liked the straight-forward and clear language of the Agreement. (T.R. Jackson)

RECORDED COPY OF W.V. NO. 19077



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

December 18, 1990

Mr. T. R. Jackson
Assistant Vice President
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202

RE: Consideration for Permanent Rights to Occupy CSX Transportation Railroad Land Through Livonia, Redford Township, Detroit and Dearborn with Edison's Transmission Lines (Warren-Evergreen and Hines-Evergreen)

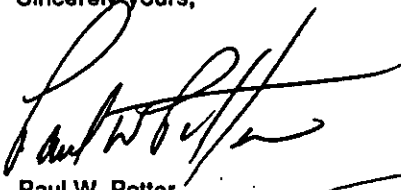
Dear Mr. Jackson:

As consideration for the above-referenced overhead electric transmission line easement, dated December 18, 1990, CSX Transportation, Inc., a Virginia Corporation, 500 Water Street, Jacksonville, Florida 32202 and The Detroit Edison Company, a Michigan Corporation, 2000 Second Avenue, Detroit, Michigan 48226, hereby agree to the following:

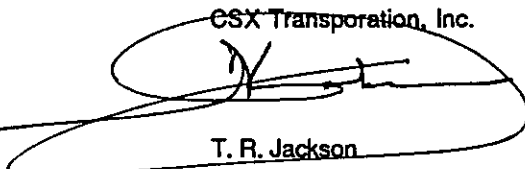
- The consideration for the above easement shall be \$1,600,000 due and payable by Detroit Edison to CSX Transportation, Inc.
- Detroit Edison shall deposit with CSX Transportation, Inc. \$500,000 non-refundable earnest money which shall be credited toward the \$1,600,000.
- The balance of the \$1,600,000 consideration or \$1,100,000 shall be paid to CSX Transportation, Inc. on or before February 1, 1991, at which time CSX Transportation, Inc. will deliver the fully executed original of the attached easement agreement.

Both parties agree to accept the above as full and final payment for the attached easement agreement.


Sincerely yours,


Paul W. Potter
Director - Corporate Real Estate

Accepted:

CSX Transportation, Inc.

T. R. Jackson
Assistant Vice President

Approved:


Larry G. Garberding
Executive Vice President and
Chief Financial Officer

RECORDED RIGHT OF WAY NO. 19077

RE-RECORD

92 167958

LI 25668 PA 893

92 062815

Overhead Electric Transmission Line Easement

LI 25929 PA 941

This agreement, in lieu of condemnation, will become effective on February 1, 1991 and is made by CSX Transportation, Inc., a Virginia corporation, 500 Water Street, Jacksonville, Florida, 32202, ("Grantor"), and THE DETROIT EDISON COMPANY, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226 ("Grantee"),

For one dollar and other valuable consideration, Grantor grants to Grantee a non-exclusive, permanent easement on land ("Easement Area") in the City of Dearborn, being part of the North 1/2 of Section 7 and the Southwest 1/4 of Section 6, Town 2 South, Range 11 East; also in the City of Detroit, being part of the North 1/2 and the Southeast 1/4 of Section 1, Town 2 South, Range 10 East, and part of the Southwest 1/4 of Section 36 and part of the East 1/2 of Section 35 and part of the South 1/2 of Section 26 and part of all four quarter sections of Section 27 and part of the East 1/2 and the Northwest 1/4 of Section 28, Town 1 South, Range 10 East; also, in Redford Township, being part of the Southwest 1/4 of Section 28 and part of all four quarter sections of Sections 29 and 30, Town 1 South, Range 10 East; also in the City of Livonia, being part of all four quarter sections of Sections 25, 26, 27 and 28 and part of the East 1/2 and the Northwest 1/4 of Section 29, Town 1 South, Range 9 East, Wayne County, Michigan along the tracks, right of way, and on or over land owned, controlled or operated by Grantor, further described as:

A strip of land BEGINNING at a point in Grantor's northeasterly right of way line opposite approximate valuation station 204+50 of Grantor's Valuation Section 1-C, sheet s-3-c, in the City of Dearborn, said BEGINNING POINT being at or near the point of intersection of said northeasterly line with the centerline of Antony Avenue extended; thence in a southwesterly direction a distance of 150 ft., more or less, to Grantee's Tower No. 3425, being southwest of and opposite Grantor's Valuation Station 203+34; thence along Grantor's right of way generally in a northwesterly direction a total distance of 3.65 miles, more or less, to a point approximately opposite Grantor's Valuation Station 10+70 of Grantor's Valuation Section 1-C, sheet 1, being equal to Grantor's Valuation Station 442+50 of Grantor's Valuation Section 2-A, sheet 6; thence extending along Grantor's right of way generally in a westerly direction a distance of 8.80 miles, more or less, to the ENDING POINT in Grantor's southerly right of way line opposite Grantor's Valuation Station 907+00; of Grantor's Valuation Section 2-A, sheet 12, at or near Livonia, said ENDING POINT being 1,025 ft., more or less, west of the centerline of Levan Road; All as generally shown on Grantor's Drawing No. RE & IDD 491, dated January 6, 1978, revised September 14, 1990, marked Exhibit A, attached hereto, and more specifically shown on Grantee's Drawing No. ED 1095 dated 1-28-52 Rev. 8-19-72 and ED 9857 dated 4-15-77.

1. Purpose

a) Grantor grants this easement to Grantee and will allow Grantee to enter the Easement Area at all reasonable times, to construct, reconstruct, modify, add to, operate and maintain a double circuit 120,000 or 230,000 volt overhead electric power transmission line including towers, poles, wires, conduits, cables, transformers and accessories. ("Grantee's Facility").

RE-RECORD

92 APR -1 AM 8:42

RECORDED TO INCLUDE THE LEGAL DESCRIPTION

FOREST E. YOUNGBLOOD
REGISTER OF DEEDS
WAYNE COUNTY, MI

FOREST E. YOUNGBLOOD
REGISTER OF DEEDS
WAYNE COUNTY, MI

RECORDED RIGHT OF WAY NO. 19077

RECORDED RIGHT OF WAY NO. 23744
see also

92 AUG -5 AM 10:50

92 167958

92 062815

Handwritten signatures and initials, including "212", "23", and "26".

LI 25668 PA 894

LI 25329 PA 942

RECORDED RIGHT OF WAY NO. 19077

b) At present a double circuit 120,000 volt transmission line is in the Easement Area. To convert this line to 230,000 volts would require that new 230,000 volt transmission structures be erected in the Easement Area. These structures would generally be located along the centerline of the existing line. Any existing structures not reincorporated into the new 230,000 volt line shall be removed on completion of the new line.

2. **Grantor's Rights** Grantor reserves to itself, its successors and assigns, the paramount right to continue to occupy, possess and use the land upon which the easement is imposed for any railroad purposes consistent with Grantor's operations and needs, including, but not limited to the right to construct, reconstruct, relocate, operate, maintain, repair, renew, replace, and remove Grantor's tracks, signals, wires and other railroad facilities as now exist or which may in the future be located in, upon, over, under or across the Easement Area.

3. **Encumbrances** This Easement Agreement is subject to all encumbrances affecting the Easement Area that precede the original license agreements upon which this Easement Agreement is based. Furthermore, Grantor may grant other encumbrances over the Easement Area for any use which does not interfere with the uses permitted to Grantee under this Easement Agreement.

4. **Relocation of Grantee's Facility**

a) Grantor has the right to require Grantee to relocate Grantee's Facility for purposes of railroad track construction or relocation. However, Grantor shall not require Grantee to relocate each tower or pole more than once.

b) If Grantor exercises this right then Grantee shall, upon Grantor's written request, at Grantee's sole cost and expense and as soon as reasonably possible relocate, strengthen, support, or otherwise protect or modify Grantee's Facility, where located over, upon, or under Grantor's land (this requested action will be referred to in this Easement Agreement as a "Modification"). All construction related to any Modification shall comply with the terms of this Easement Agreement.

c) If land for a Modification is reasonably available within Grantor's existing right of way, then Grantor shall provide land for the Modification without additional compensation from Grantee. If land for the Modification is not reasonably available within Grantor's existing right of way, then Grantor shall acquire the additional land required at Grantor's sole cost and expense at a location acceptable to Grantee.

5. **Waiver of Damages** Grantee understands that railroad operations near Grantee's Facility involve some risk, and as part of the consideration for this Easement Agreement, with full knowledge and appreciation of such risk, Grantee waives any right to direct or consequential damages for any loss or injury to Grantee's Facility caused by electrical field creation or which may result from fire or derailment arising from Grantor's rail operations. This waiver includes damages due to loss of or interference with service or use of service. This waiver includes damages due to Grantor's fault, failure or negligence, but does not include damages due to Grantor's willful misconduct.

RECORDED RIGHT OF WAY NO. 23148 See H/50:

RE-RECORD

RECORDED RIGHTS OF WAY NO. 19097

6. **Indemnity** Grantee assumes, and releases and agrees to indemnify, protect and save Grantor harmless from and against: (i) all loss of and damage to any property (including property of the Grantor or Grantor's equipment and of all other persons and the loss of or interference with any use or service of the property), and (ii) all loss and damage on account of injury to or death of any person (including employees and patrons of the parties to this Easement Agreement and all other persons) and (iii) all claims and liability for such loss and damage and cost and expenses of the claims, caused by or growing out of the operation of this Easement Agreement or the presence, construction, maintenance, use, repair, change or relocation and subsequent removal of all or any part of Grantee's Facility. However, this indemnity does not apply to damages caused solely by Grantor's fault, failure or negligence.

7. **Construction and Maintenance**

a) Grantee will construct and maintain Grantee's Facility in the Easement Area at its sole expense.

b) Grantor may inspect Grantee's Facility during any construction or maintenance work.

c) Except for emergency repairs, Grantee must submit detailed plans to a person designated by Grantor and obtain Grantor's written approval before Grantee revises, replaces, relocates, adds to, alters, or performs any Modification to Grantee's Facility. Grantor shall not unreasonably withhold this approval. The terms of this Easement Agreement shall apply to the revision.

d) Grantor has the right to place flaggers, watchers or inspectors if Grantor believes they are required to protect Grantor's operations or property, or its employees, patrons, or licensees, during the installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of Grantee's Facility. Grantee agrees to bear and to promptly reimburse Grantor on demand for the full cost, risk, and expense of flaggers, watchers or inspectors. Grantee, with Grantor's consent, may furnish flaggers, watchers or inspectors. However, Grantor's failure to furnish flaggers, watchers, or inspectors shall not release Grantee from any liability under this Easement Agreement.

8. **Tree Trimming** Grantee shall be responsible for trimming all trees, brush and shrubs which may interfere with the operation of Grantee's Facility.

9. **Inductive Interference**

a) This agreement applies solely to inductive interference between Grantee's Facility and Grantor's railroad track(s), structures, power lines or poles, train control system, communication, signal or other wires, electrical or electronic apparatus within the Easement Area ("Grantor's Equipment").

RECORDED RIGHTS OF WAY NO. 23148

RECORDED RIGHT OF WAY NO.

19077

b) Grantee at its own expense will at all times maintain, in the electrical system in which Grantee's Facility is a part, the general coordinative methods which are applicable to supply circuits and their equipment as specified in the current edition and future amendments of the Association of American Railroads and Edison Electric Institute's "Principles and Practices for Inductive Coordination of Electric Supply and Communications Systems".

c) If Grantor believes these general coordinative methods are not sufficient to avoid inductive interference by Grantee, Grantor shall cooperate with Grantee to determine what specific coordinative methods providing the best engineering solutions are required. The specific methods so determined shall be put into effect and Grantee shall bear the cost of the methods, irrespective of whether the methods are applied to the supply, communication or signal circuits.

d) This agreement does not require methods be applied to preclude occasional disruption to Grantor's Equipment from events such as power system faults. Nevertheless, Grantee is responsible for the cost of repairing damage to Grantor's Equipment caused by these events.

10. **Compliance with Laws** Grantee shall comply with the National Electrical Safety Code and all statutes, regulations, orders, directives, ordinances and similar promulgations of law applicable to its use of Grantee's Facility and shall assume all cost, expense and responsibility for the use of Grantee's Facility.

11. **Condemnation** If Grantee's right to any part of the Easement Area is challenged on the grounds that Grantor did not have sufficient interest in that part, Grantor consents to Grantee's acquisition of the challenged parts or interest by condemnation. The terms and conditions of this Easement Agreement apply to any such after acquired property.

12. **Abandonment** If Grantee abandons any part of the Easement Area, Grantee will remove Grantee's Facility from the abandoned part, restore the abandoned part as nearly as possible to its original condition and give Grantor a written recordable document reconveying to Grantor the abandoned part of the Easement Area.

13. **Notices** All notices or other communications concerning this agreement shall be sent to Grantee's Director of Corporate Real Estate Services, 2000 Second Avenue, Detroit, Michigan 48226, and to Grantor's Division Manager, 12780 Levan Road, Livonia, Michigan 48150, or to any other address Grantor or Grantee may designate in writing to the other.

14. **Applicable Law** This agreement shall be governed and construed by Michigan law.

15. **Severability of Agreement** If any part of this agreement is held invalid, the rest of the agreement shall remain in full effect.

RECORDED RIGHT OF WAY NO.

See Also:

23148

LI 25668 PA 897

LI 25929 PA 945

RECORDED RIGHT OF WAY NO. 19077

16. Successors and Assigns This agreement runs with the land and binds and benefits the successors and assigns of Grantor and Grantee.

Witnessed by:

CSX TRANSPORTATION, INC.

Kathryn R. Casey
KATHRYN R. CASEY

By: Gerald L. Nichols
Senior Vice-President
GERALD L. NICHOLS

Geneva Chapman
GENEVA CHAPMAN

By: Patricia J. Attoora
Corporate Secretary
THE DETROIT EDISON COMPANY

Thomas Wilson
THOMAS WILSON

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

Pearl E. Kotter
Pearl E. Kotter

By: Elaine M. Godfrey
Assistant Secretary

Acknowledged before me in Duval County, Florida, on August 30, 1991,
by GERALD L. NICHOLS the Sr. Vice-President
and PATRICIA J. ATTOORA the Corporate Secretary
of CSX TRANSPORTATION, INC., a Virginia corporation, for the corporation.

My commission expires 5/16/92
Notary's Stamp

Nancy E. Galuszinski
Notary's Signature

Acknowledged before me in Wayne County, Michigan, on 25, November, 1991,
by Paul W. Potter the Director-Corporate Real Estate
and Elaine M. Godfrey the Assistant Secretary
of The DETROIT EDISON COMPANY, a Michigan corporation, for the corporation.

PEARL E. KOTTER
Notary Public, Macomb County, MI
My Commission Expires Aug. 23, 1993
Notary's Stamp

Pearl E. Kotter
Notary's Signature

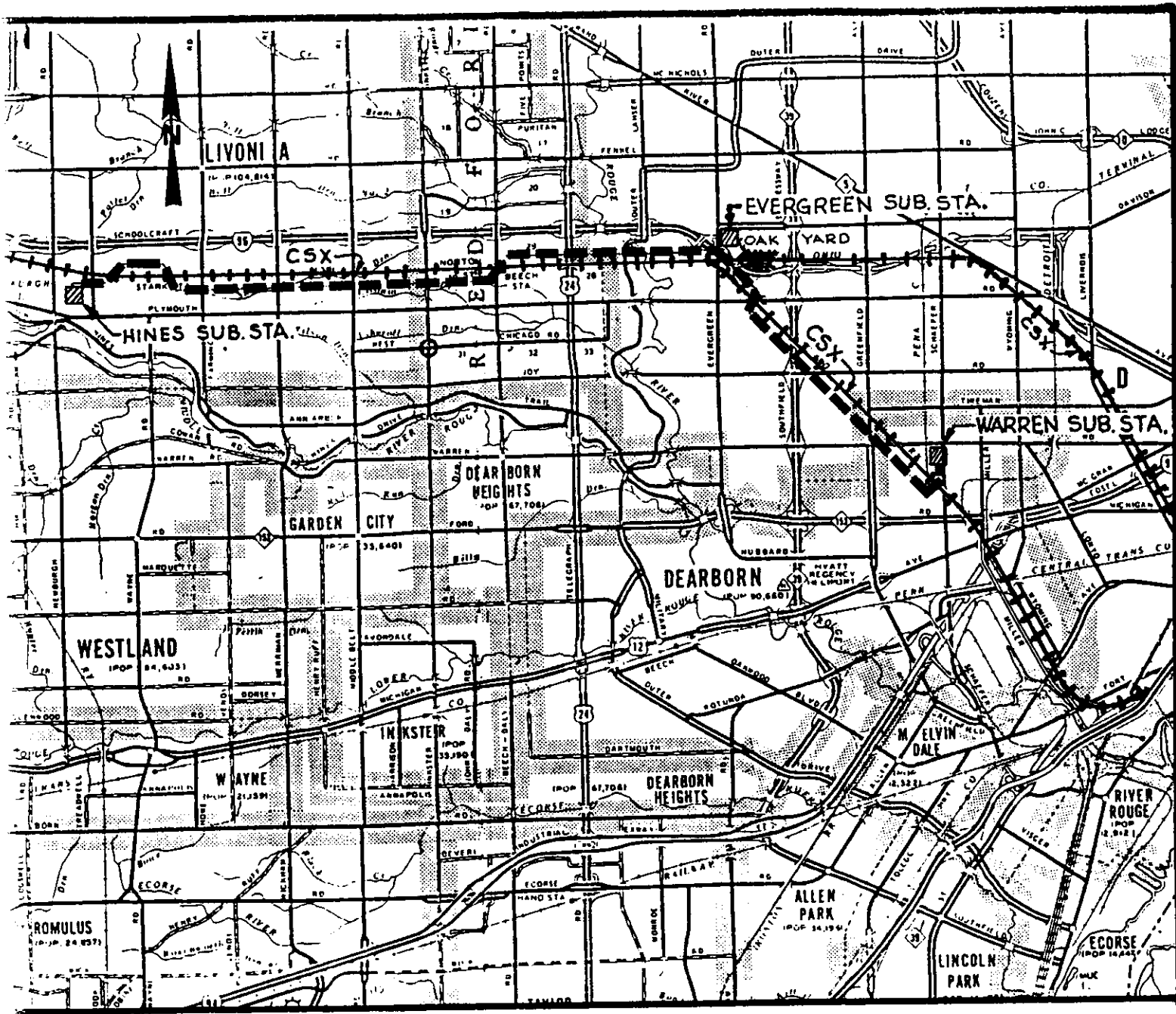
Prepared By and Return To: George Hathaway, 2000 2nd Ave., Detroit, Mi. 48226

RE-RECORD

See Also:
RECORDED RIGHT OF WAY NO. 23148

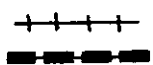
My commission expires 5/16/92
Commission No. AA 574087
Bpiled firm, Patterson-Becht Agency

RECORD RIGHT OF WAY NO. 19677



RECORD RIGHT OF WAY NO. 23748

LEGEND



CSX TRACKS
 EXISTING 230 K.V. TRANSMISSION LINE - 12.33 MILES ±

CSX TRANSPORTATION
 DETROIT TERMINAL NORTHERN REGION

GRANT OF EASEMENT

TO
DETROIT EDISON COMPANY

"FX4IRIT A"

SCALE 1" = 2 MILES ± JAN. 6, 1978

VAL. SEC. 2A (6 TO 12)

1-C (1 TO 3)

DRAWING NO. RE & 1DD-491, REV. 9-14-90

RE-RECORD

Detroit Edison



DISTRIBUTION OPERATIONS

Permanent Project No.:BD1374
Job Project No.:BWA0001098
RFW No.: 270103
RX/Occept No.: RX3163C

Date: October 12, 2001
To: Phillip Martin
Records Center, 2310 WCB
From: Tom Wilson, SR/WA *TW*
Redford Service Center
Subject: Wire Crossing of Railroad Land

Attached are papers related to the notification, dated November 22, 2000, to CSX Transportation, Inc. about the above mentioned new crossing in the NW ¼ of Section 27, City of Livonia, Livonia Township, Wayne County, Michigan.

The Service Center is notified to revise 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 R19077.

Attachments

cc: Ann Meeker (560 SB)

19077

RECORDED R/W FILE NO.

Detroit Edison

ENERGY DELIVERED



November 22, 2000

Mr. Charles F. Myers- SC J180
Manager Contract Administration
CSX Transportation
500 Water Street
Jacksonville, Florida 32202-4423

Re: Wire Crossing reconstruction Notification

Dear Mr. Myers:

This letter is your notice of the planned reconstruction of an overhead wire crossing over your land and railroad tracks, by The Detroit Edison Company, in the NW ¼ of Section 27, City of Livonia, Livonia Township, Wayne County, Michigan, as described on the enclosed drawings and information forms. This existing crossing is part of a tower line on CSX land.

1. Location: Approximately 1,647 feet east of Farmington and 2,640 feet south of Plymouth.
2. Detroit Edison Project and Crossing Nos.: BD1374, RX3163C
3. This is a revision of an existing crossing (Reference Previous CSX Permit L19025/ Dated: February 1, 1991). Information on this crossing is retained in Edison ROW File No. R19077.
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.

Michigan law (section 265{3} of the railroad code of 1993 {MCLA 462.265}) 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) 235-2168 if you have any questions.

Sincerely,

Thomas Wilson, SR/WA
Real Estate Facilitator
Wilsont@dteenergy.com

cc: Ann Meeker (662 G.O.)
Attachments

19077

RECORDED R/W FILE NO.

Detroit Edison

Corporate Real Estate Services Railroad Encroachment Application

Railroad Name CSX Railroad				R.F.W. Number 270103	
Row No. (information on existing rights of way available from Record Center)		New or existing RX No. RX3163C		Encroachment (Length in Feet)	
Location City/Township(s) LIVONIA		Town(s) T-	Range(s) R-	Country(s) WAYNE	1/4 Section(2) S.W.
				Section(s) 27	

19077
RECORDED R/W FILE NO.

Location Description of Encroachment **1647' E. OF FARMINGTON RD. 2640' S. OF PLYMOUTH**

Check appropriate box

<input type="checkbox"/> Crosses tracks within the public road right-of-way	<input checked="" type="checkbox"/> Crosses railroad land	<input type="checkbox"/> Is longitudinally on or over railroad land.	<input type="checkbox"/> Provides service to the railroad
---	---	--	---

Facility Data (also detailed on attached drawings)

Nature of required tree rights

Existing State Permit No.	Date	Railroad Mile Post (Number) 20	Distance to Crossing Mile Post (in feet) 2,294
---------------------------	------	--	--

Existing	Proposed
Type of Structure <input type="checkbox"/> Wood <input checked="" type="checkbox"/> Steel	Type of Structure <input type="checkbox"/> Wood <input checked="" type="checkbox"/> Steel

Existing Conductors				Existing Poles/Towers			Proposed Conductors				Proposed Poles/Towers		
Span	No/Size	Kind	Voltage	Loc.	Height	Class	Span	No/Size	Kind	Voltage	Loc.	Height	Class
538'	477	ACSR	120KV	5663			471'	477	ACSR	120KV	5663		
				5664							5664		
536'	477	ACSR	120KV	5664			603'	477	ACSR	120KV	5664		
				5665							5665		

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

NEW TAP TO OTTAWA SUBSTATION

Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60 F sag. (If different indicate on drawings) 35'	From Top of Rail to Final Sag	44 Ft.
	From Detroit Edison wire to Railroad Communication or Signal Lines	Ft.

Materials and clearances shall be noted in the current revision of Detroit Edison's Overhead Lines Construction Standards Manual at Railroad Crossings. Due to field conditions actual dimensions may vary from those indicated.

Designed By A. MEEKER	Date 10-12-01	Checked By D.DOUBLEY	Date 10-12-01
Company Location 560 S.B.	Phone No. 235-8592		



APPLICATION FOR WIRE OR CABLE LINE CROSSING OF PROPERTIES AND TRACK

(For RR Use) Division _____ Subdivision _____ Val. Sec. (Map) _____

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 milepost, width of Railroad's right of way and location of adjacent structures affecting crossing. RX 3163C

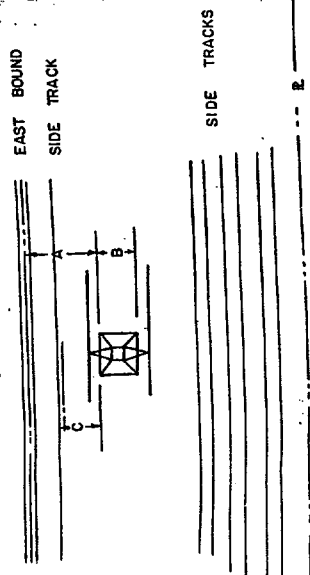
1. Complete legal name of applicant: DETROIT EDISON CO
Telephone: () _____
2. Address: 2000 SECOND AVE City: DETROIT State: MI Zip: 48026
3. If incorporated, name of state in which incorporated: MICHIGAN Municipality: _____
4. Location 2324 2,294 feet WEST (direction) from nearest Railroad Milepost 20
5. Nearest Station: _____ County: _____ State: _____
6. Angle between centerline of right-of-way and wireline will be _____ degrees
7. Number of Railroad Company's tracks to be crossed 1 Number of pole lines crossed NONE
8. Crossing will be transmission 120 KV Distribution _____ Service _____
9. Alternating current NONE voltage _____ No. of Phases _____ Hertz _____
10. Direct Current _____ voltage _____ amperes _____
11. Conductors: (a) Number 6 (b) AWG gauge 477 (c) material _____
12. Maximum voltage 12000 Maximum current _____
13. Maximum fault to ground current _____ Height of wire supports above ground level _____
14. Material (encasement) _____
15. Outside diameter _____
16. Wall thickness _____
17. Total length within Railroad right-of-way 603/473
18. Height of wires above top of rail at 60°F 52/56 Feet _____ Sag in Spans at 60°F _____
19. Height of wires above Railroad communication and signal wires at 60°F _____ Feet _____
20. Bury: Base of rail to top of casing _____
21. Bury: Not beneath tracks _____
22. Bury: Roadway ditches _____
23. Type of wire supports _____ Size _____ False dead ends _____
24. Number of poles to be located on Railroad Company's right-of-way NONE
25. Distance from butt of pole to nearest rail of main track _____ feet _____
26. Distance from butt of pole to nearest rail of sidetrack _____ feet _____
27. If additional wireline attachments or revisions are to be made to existing crossing, please advise date of agreement _____
28. Will line exclusively serve Lessee of Railroad? YES Name: DETROIT EDISON CO
29. Will line run parallel or approximately parallel to Railroad Company's tracks anywhere? _____
Give approximate horizontal separation from our signal and telephone wires: _____
30. Will line be located in public road right-of-way? _____ (If "yes", show name, road number and right-of-way on print). DOT/AAR Crossing No. _____

If application is approved, applicant agrees to reimburse CSXT for any cost incurred by CSXT incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. Contract preparation fee in the amount of \$200.00 is attached and are caused by Edison's negligence.

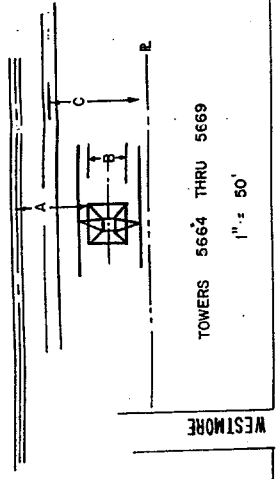
Date _____ Signature & Title of Officer Signing Application _____

Please Type or Print: _____ () _____
Name Title Telephone Number

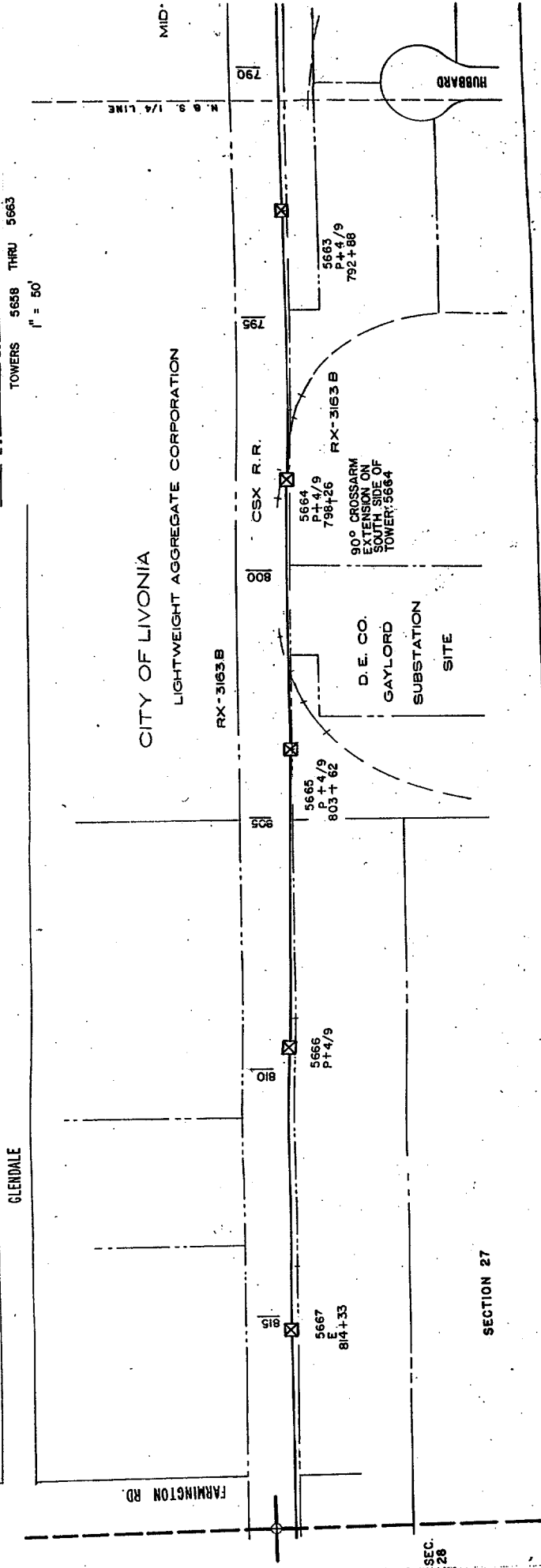
RECORDED R/W FILE NO. 19077



TOWER	"A"	"B"	"C"
5665	26.2'	15'	196'
5666	26.2'	15'	198'
5667	27.2'	18'	215'
5668	29.5'	16'	232'
5669	29.5'	16'	236'
5664	26.0'	15'	192'



PROFILE 180



RECORDED RIGHT OF WAY 19099 part 2