

Date January 15, 1965

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, we hereby grant to THE DETROIT EDISON COMPANY, its successors and assigns, the right to construct, operate and maintain its lines for the transmission and distribution of electricity and Company communication facilities, including the necessary poles, fixtures, guys and guy stubs, wires and equipment, and including also the right to trim or cut down any trees along said lines, which could fall into the lines or interfere in any way with their operation, upon, over and across our property located in \_\_\_\_\_

The City of Detroit

STREET AND VILLAGE, OR SECTION AND TOWNSHIP

County of Wayne, State of Michigan, and described as follows:

That part of the Chesapeake and Ohio Railroad Right of Way East of and adjoining Lot 26 of B. E. Taylor's Brightmoor Industrial Unit No. 1 (Unrecorded).

The route of the lines shall be as follows: 3 poles, 1 anchor and guys to be installed within 80 feet South of the center line of existing Detroit Edison Company steel tower on said right of way.

The Company, its successors and assigns, shall reimburse us for all damage to growing crops, buildings or fences, caused by its men, teams, trucks and other vehicles and equipment in entering said property from time to time for the purposes set forth herein.

Witness:

George H. Bragan  
Marvin Rogoff  
MARVIN V. ROGOFF

(Signed)

AUSTIN OIL COMPANY  
12950 Evergreen Road

Paul Fried, VICE PRESIDENT  
Robert D. Perugi, ASST - TREASURER

(Accepted)

THE DETROIT EDISON COMPANY

By A. L. Kasameyer  
A. L. Kasameyer, Director  
Properties and Rights of Way Dept.

STATE OF MICHIGAN

County of \_\_\_\_\_ } s.s.

STATE OF MICHIGAN }  
COUNTY OF WAYNE } SS

On this 18<sup>th</sup> day of JANUARY, 1965, before me appeared PAUL FRIED and ROBERT D. PERUGI to me personally known, who being by me severally duly sworn, did say that THEY ARE respectively VICE PRESIDENT and ASST - TREASURER of AUSTIN OIL COMPANY, a corporation created and existing under the laws of the STATE OF MICHIGAN, and that the said instrument was signed ~~and sealed~~ in the behalf of said corporation by authority of its Board of Directors, and the said PAUL FRIED and ROBERT D. PERUGI acknowledged the said instrument to be the free act and deed of the said AUSTIN OIL COMPANY.

My Commission expires MAY 7, 1965

George H. Bragan  
Notary Public  
WAYNE County, Michigan

FILED RIGHT OF WAY NO. 23148

THIS AGREEMENT, made this 2nd day of April, 1965, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called First Party, and THE DETROIT EDISON COMPANY, a New York corporation, hereinafter called Second Party.

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an agreement dated September 25, 1952, amended March 23, 1956, covering the erection, operation and maintenance of electric transmission lines supported by steel towers on, along, over and across said First Party's right of way, tracks and wires for a distance of 20,454 feet in the cities of Detroit and Dearborn, Michigan, at the locations indicated on Second Party's Drawing No. ED-1095 last revised 5-14-56, attached thereto and made a part thereof; and

WHEREAS, the parties hereto desire to cancel the aforesaid agreement and incorporate in this agreement Second Party's aerial electric transmission lines and associated facilities and to thereafter maintain and use the same on and along the right of way and over and across the tracks of First Party's Detroit Subdivision, Grand Rapids Division, in the locations shown in solid red lines on Second Party's Drawing No. ED-1095 last revised 7-1-59, hereto attached and made a part hereof.

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

First Party grants to Second Party, at its request, so far as First Party may lawfully do so, the right to maintain and use said aerial electric transmission lines and associated facilities on and along First Party's right of way and over and across its tracks, at the locations aforesaid, upon the following terms and conditions, and subject to the following limitations, and not otherwise:

1. Second Party shall obtain permission and authority from the Michigan Public Service Commission for the use and maintenance of the aerial electric transmission line crossings and shall at all times observe all requirements of public authority governing or respecting the same. Second Party shall maintain said aerial electric transmission line crossings in accordance with its standards of construction on file with and approved by the Michigan Public Service Commission. Second Party shall at its own expense use and maintain said aerial electric transmission line crossings in a safe and proper condition at all times hereafter.

RECORDED RIGHT OF WAY NO. 23148

2. Said aerial electric transmission lines and associated facilities shall be maintained and used in accordance with the legend and specification requirements appearing on said attached drawing.

3. If, in the judgment of First Party, the maintenance or use of Second Party's aforesaid aerial electric transmission lines and associated facilities shall at any time cause 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 on its property, Second 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 Second Party's aerial electric transmission lines and associated facilities, which rights First Party hereby expressly reserves unto itself, Second 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 electric transmission lines and associated facilities in accordance with Second 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 or locations 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. Second Party shall and will at all times hereafter release First Party from, and indemnify and save harmless First Party from and against any and all liability, claims, demands, loss, detriments, costs, damages, charges or expenses which First Party may incur, suffer, sustain, be put to, or be in any way subjected to, on account of injury to or death of any persons and loss or destruction of or damage to any property, including but not limited to, other facilities, caused by, resulting from, arising out of, or in any manner connected with the negligence of Second Party in the construction, installation, maintenance, existence, use, renewal or removal of said aerial electric transmission lines and associated facilities.

5. Second Party shall pay to First Party a license fee of Twenty-Five Dollars (\$25.00) toward the cost of preparation of this agreement and supervision expense, and in addition, a rental charge for the aerial electric transmission lines and associated facilities in the sum of Seven Hundred Seventy-One and 50/100ths Dollars (\$771.50) 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 aerial electric transmission lines and associated facilities from the right of way of First Party and to restore and leave said right of way in as good condition as before the relocation of said aerial electric transmission lines and associated facilities. 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 without incurring any liability to Second Party, may perform the work of removal and restoration at the cost and expense of Second Party. Second Party shall repay to First Party all such cost and expense within thirty (30) days after bill for same has been presented to Second Party.

7. This agreement terminates, effective April 2, 1965, that certain agreement between the parties hereto dated September 25, 1952, covering Second Party's facilities at the aforesaid location, except that termination of said agreements shall not relieve or release Second Party from any liability which may have arisen or been incurred by Second Party under the terms of said agreements; such liability shall continue in force and effect.

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

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be duly executed.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *J. H. Carlson*  
Gen. Supt.-Signals and Communications

THE DETROIT EDISON COMPANY

By *A. L. Karam*  
Director Properties  
and Rights of Way Department

*[Handwritten signature]*  
C. & O. RY. CO.

*[Handwritten initials]*

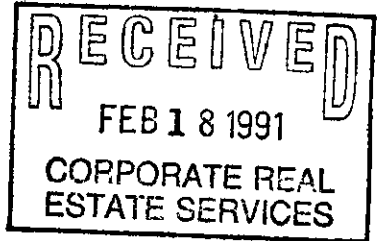
*H. P. Prude*  
*L. W. [unclear]*



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. 23148



CORPORATE REAL ESTATE SERVICES

Project No. BD9146 and BD1374

Date: January 9, 1991

To: Ava D. Thrower  
Records Center

From: Thomas Wilson *TW*

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

N20

**Serving Customers**

*We're all a part of it!*

23148

**RECORDS CENTER MEMO**

DE 983-0651 3-90CS (GF 1)

TO Tom W. Soren DATE 2-20-91

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 *re: overhead electric transmission line easement from GSK Transmission Inc.*

INDICATE BELOW IF AND WHEN IT SHOULD BE REFERRED TO YOU AGAIN

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

23148



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 INDEXED OF FILE NO.

23148



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 NUMBER OF THIS NO.

23148

RE-RECORD

92167958

LI 25668 PA 893

92062815

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 RIGHT OF WAY NO.

23141

RECORDED

RIGHT OF WAY NO.

19977

92 AUG - 5 AM 10:50

92167958

92062815

FOREST E. YOUNGBLOOD REGISTER OF DEEDS WAYNE COUNTY, MI

Handwritten signatures and initials, including '23' and '26'.

(RE-RECORDED TO INCLUDE THE LEGAL DESCRIPTION) AM 10:50

FOREST E. YOUNGBLOOD REGISTER OF DEEDS WAYNE COUNTY, MI

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. 23147

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 RIGHT OF WAY NO. 23148

See Also: RECORDED RIGHT OF WAY NO. 13097

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. 23147

RECORDED RIGHT OF WAY NO. 19077  
*See Map*

RE-RECORD

LI 25668 PA 897

LI 25929 PA 945

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 A. Attoora  
Corporate Secretary  
PATRICIA A. ATTOORA  
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  
Elaine M. Godfrey  
Assistant Secretary

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

NANCY E. GABRISZESKI  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires May 16, 1992  
Commission No. AA 574087  
Bonded thru Patterson-Becht Agency

Nancy E. Gabriszeski  
Notary's Stamp

Nancy E. Gabriszeski  
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

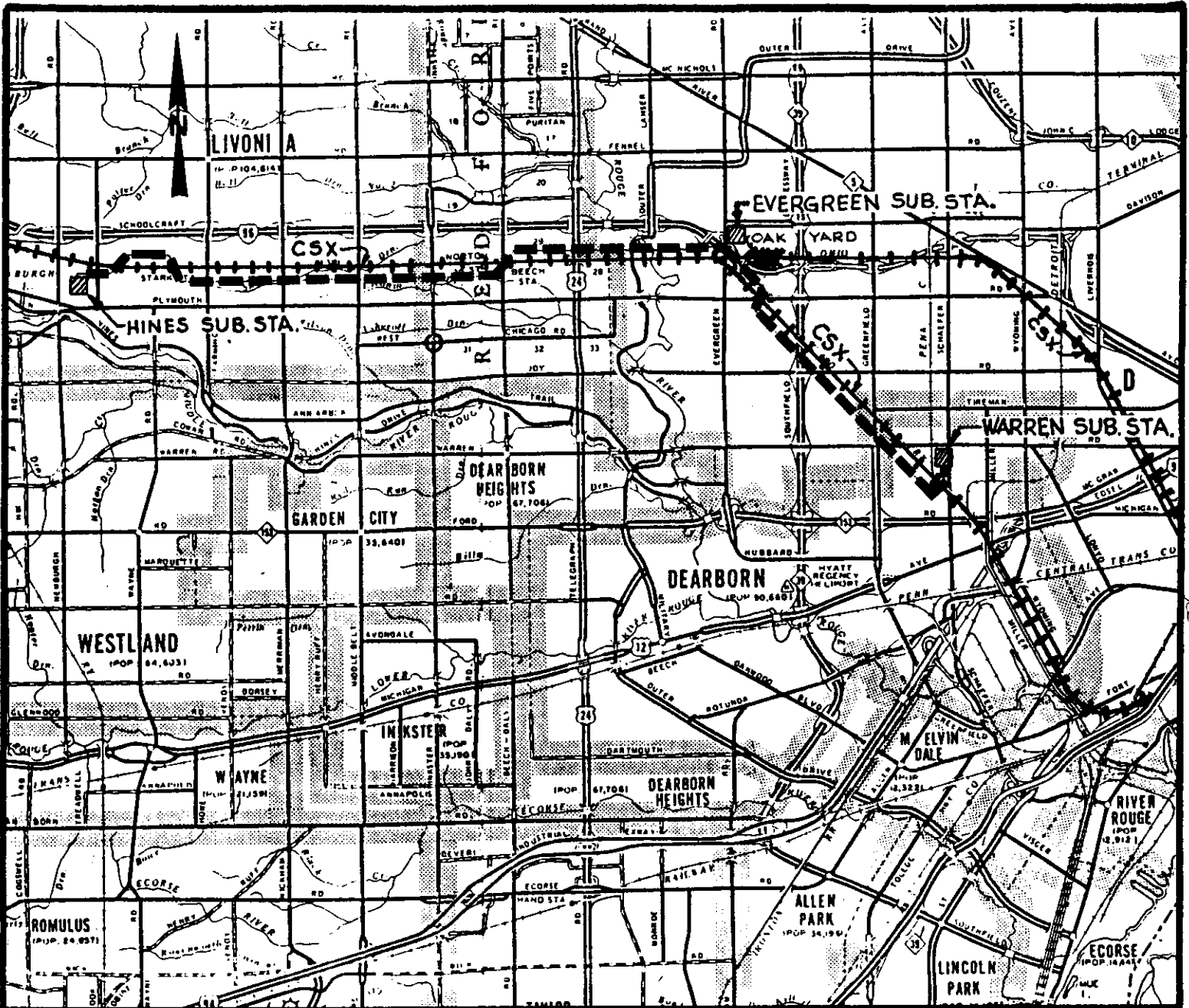
Pearl E. Kotter  
Notary's Signature

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

RE-RECORD

RECORDED RIGHT OF WAY NO. 23148

RECORDED RIGHT OF WAY NO. See Also: 190977



### LEGEND

- ++++ CSX TRACKS
- EXISTING 230 KV. TRANSMISSION LINE - 12.33 MILES ±

**CSX TRANSPORTATION**  
 DETROIT TERMINAL                      NORTHERN REGION

GRANT OF EASEMENT

TO  
**DETROIT EDISON COMPANY**

"EXHIBIT 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**

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

March 31, 1982

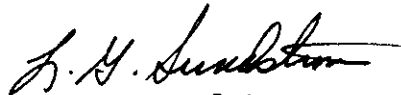
Mr. M. G. Trimble  
Manager-Real Estate and Industrial Development  
Chessie System Railroads  
100 North Charles Street  
Baltimore, Maryland 21201

Re: L19048, L17485, L16878

Dear Mr. Trimble:

Enclosed herewith are executed copies of your  
letter covering the amending of the above agreements  
as to annual rental payments.

Sincerely,



L. G. Sundstrom  
Public Agency Coordinator  
Real Estate & R/W Dept.  
406 G. O.

LGS:ss

Enc.

RECORDED RIGHT OF WAY NO. 23148

**Detroit  
Edison**

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

March 23, 1982

Mr. M. G. Trimble  
Manager-Office Services  
Real Estate and Industrial Development  
Chessie System Railroads  
100 North Charles Street  
Baltimore, Maryland 21201

Re: L16897  
L16788

Dear Mr. Trimble:

As per your recent request these new agreements have been executed on behalf of the Detroit Edison Company.

Please return fully executed copies for our files.

Sincerely,

L. G. Sundstrom  
Public Agency Coordinator  
Real Estate & R/W Department  
406 G. O.

LGS:ss

Enc.

RECORDED HIGHWAY OF WAY NO. 23148

Melvin G. Trimble  
Manager - Office Services  
Real Estate and Industrial Development



February 1, 1982. J/srk

In reply refer to:  
L16897  
L16788

100 North Charles Street  
Baltimore, Maryland 21201  
301 237 3754

Mr. L. G. Sundstrom  
Public Agency Coordinator  
Real Estate and Right of Way Department  
Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48236

Dear Mr. Sundstrom:

In accordance with recent discussion you had with Messrs. Cullen and O'Keefe of this office, I have prepared and attach, each in duplicate, new agreements in favor of your company dated October 4, 1981 and July 27, 1981 covering continued maintenance of your facilities extending along our property at Detroit and Northville, Michigan.

Please arrange for execution of both documents on behalf of your company and return all enclosures to me for further handling.

Following execution of each agreement by the Railway, copies will be returned for your records.

Sincerely,

*M. G. Trimble*

*Documents returned 2-2-82*

RECORDED RIGHT OF WAY NO. 23148



The Chesapeake System Railroads, a unit of CSX Corporation, are the Chesapeake and Ohio Railway, Baltimore and Ohio Railroad, Western Maryland Railway and affiliated lines.



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

December 16, 1981

Mr. J. F. O'Keefe  
 Assistant Manager - Field Services  
 Real Estate and Industrial Development  
 Chessie System Railroads  
 100 North Charles Street  
 Baltimore, Maryland 21201

Dear Mr. O'Keefe:

This is a follow up to our recent phone conversation concerning various license rental updates.

I believe that we have mutually agreed on several of the agreements and that one or two are to be reviewed.

<u>License Agreement #</u>	<u>Lease #</u>	
19048	919761	\$633 to \$2300
17485	911388	\$136 to \$1200
16897	926360	\$8.50 to \$1400
16788	925800	\$582 to \$1200
16878	926196	\$650 to \$3700

License Agreement #16761, Lease 925065 is from \$630 to \$2197 and not \$4500. Based on 3662 lineal feet times 15 foot width equals 54930 square feet times and appraisal of .40 per square feet equals \$2197 to which we are agreeable.

With reference to the increase in rental covering 3.87 miles of transmission line located in Dearborn and Detroit, I would like to indicate how we reached a reasonable rental figure.

In 1974 a meeting was held with Edison and the C&O Railroad in Baltimore, Maryland to review the Warren-Evergreen transmission line rental.

23148  
 8/1/88

J. F. O'Keefe  
December 16, 1981  
Page Two

At that time the appraisal value was .70 per square foot. There was a difference of opinion as to lineal footage and there was a mutual decision to establish the footage at 20200 lineal feet. The total square foot occupancy was agreed to be 487000 square feet. A reasonable rate of return was compromised at between the 12% offered by Edison and the 15% requested by the railroad. The rental rate agreed upon was \$45000 per year.

We feel that the only item open to review is the appraisal value as per square foot. Our appraisal indicates the current square foot level to be at .75. Using a ratio between \$.70 per square foot and the current .75 a square foot, we feel a reasonable increase to be from \$45000 to \$48250.

Would you please review these matters and advise me so that I may have checks prepared.

Sincerely,

L. G. Sundstrom  
Public Agency Coordinator  
Real Estate & R/W Department  
406 G. O.

LGS:ss

RECORDED FROM OF MAY NO. 23/48

23148

T. R. Jackson  
Manager—Field Services  
Real Estate and Industrial Development



100 North Charles Street  
Baltimore, Maryland 21201  
301 237 2752

June 8, 1981 JO/smb

In reply refer to:  
2914  
L18058

Mr. Raymond G. DuPont  
Public Agency Coordinator  
Real Estate & Rights of Way Department  
Detroit Edison Company  
2000 Second Avenue  
Detroit, MI 48226

Dear Mr. DuPont:

This has reference to our letter of April 8, 1981, regarding proposed rental increase from \$45,000 to \$79,200 annually for agreement dated October 2, 1974, covering Detroit Edison's utilization of 3.87 miles of C&O right of way with a 120KV transmission line in Dearborn and Detroit, Michigan.

Prior to preparation of letter/amendment, effective October 2, 1981, we would appreciate being advised of your acceptance of rental and terms. As it has now been almost three months since the March 13 meeting at which Joe O'Keefe of this department discussed this matter with you and your staff, we would appreciate your expeditious handling.

Sincerely,

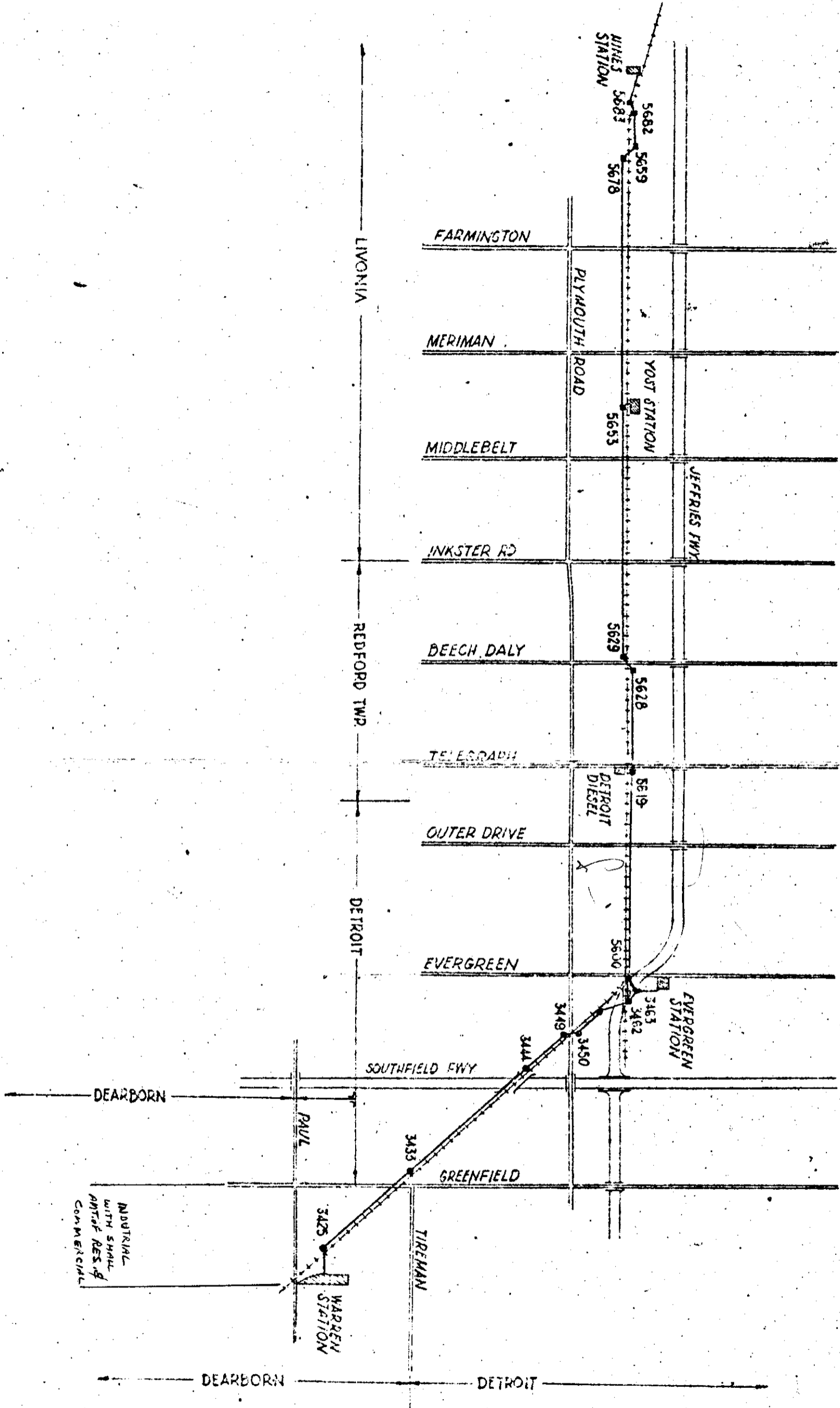
*T. R. Jackson*

RECEIVED  
23148



The Chessie System Railroads, a unit of CSX Corporation, are the Chesapeake and Ohio Railway, Baltimore and Ohio Railroad, Western Maryland Railway and affiliated lines.

23148



ROUTE OF HINES-WARRREN ON THE  
 CHESAPEAKE & OHIO RAILROAD  
 RIGHT OF WAY

RECORDED RIGHT OF WAY NO. 23148

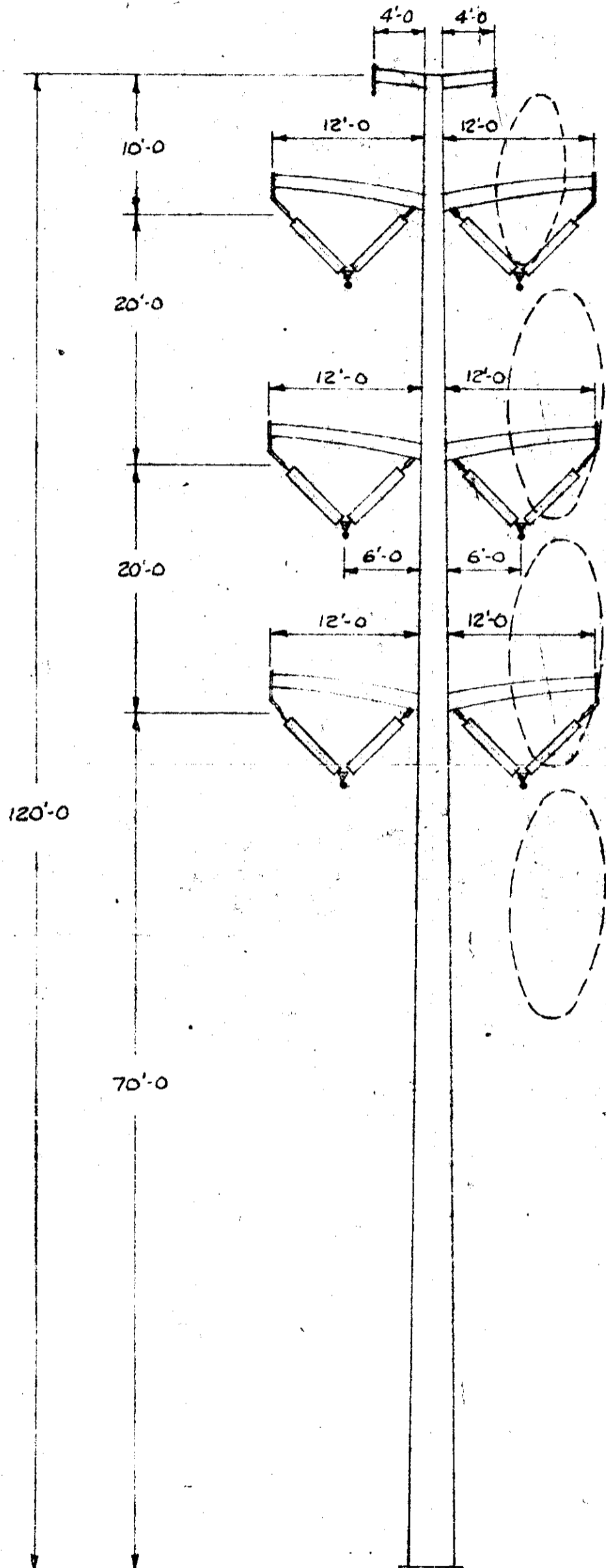
456667

to be made

APPROVED  
 44

THE DETROIT EDISON COMPANY  
 SYSTEM ENGINEERING DEPARTMENT

LAYOUT BY  
 DATE  
 SCALE  
 DRAWING NUMBER  
 ED2-8971



WIND SPAN : 650 FT.  
 WEIGHT SPAN : 800 FT.  
 CONDUCTORS : 1431 MCM 45/7 ACSR  
 GRD. WIRES : 7/16" 7-STR. STEEL  
 DESIGN TENSION  
     CONDUCTORS : 12,600 LB  
     GROUND WIRES : 6,700 LB.  
 LINE DEFLECTION : 2°

PROPOSED DESIGN TYPE 3JN 230 KV TUBULAR STEEL POLE	APPROVED	THE DETROIT EDISON COMPANY SYSTEM ENGINEERING DEPARTMENT	
	<i>JWN</i>	LAYOUT BY <b>HOWE</b>	DRAWN BY
	DATE <b>4/10/75</b>	DRAWING NUMBER	
	SCALE <b>1" = 10'-0"</b>	<b>ED2 - 8803</b>	



July 1, 1975

To: Records Center

From: Dorothy Monk  
Real Estate and Rights of Way Department

Subject: Warren Evergreen 120 kV Tower Line  
Increase in Rental  
Chesapeake and Ohio Railway Co.

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

R.R. 1	R.R. No. 3 4	Update Type 10	Edison No. 11 15	R.X. No. 16 20	Facility 21	Agreement Date 22 27
0 2	0 0 D N 2 6 7	2	2 3 1 4 8			

Payment Frequency 28	Rental 29 33	OH-UG Code 34	Division 35	County 36	City or Township 38 44	Section 46
	4 5 0 0 0					

Location																			
47																			50

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

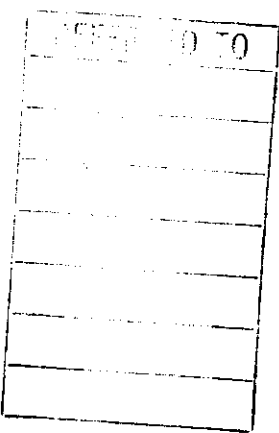
The Accounts Payable Department is requested to start or change the rental payment effective October 2, 1974.

Approved *[Signature]*

cc:  Accounts Payable  
 Service Planning  
 System Engineering  
 Transmission & Distribution

<b>RECORDS CENTER</b>	
RECEIVED	SEP 26 1975
TICKLER MADE	
CLASSIFIED	
Recorded Right of Way 23148	

RECORDED RIGHT OF WAY NO. 23148  
Revised



Real Estate and  
Industrial Development  
Department

M. G. Trimble  
Manager



2 North Charles Street  
Baltimore, Maryland 21201

RECEIVED

JUN 18 1975

R/E & R/W DEPT:

June 13, 1975 E-1k

In reply refer to:

File: 2914

D-11025

Mr. Robert R. Tewksbury  
Project Administrator  
Real Estate and Rights-of-Way Department  
Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Dear Mr. Tewksbury:

Referring to yours of April 3, 1975 enclosing in duplicate, draft of agreement dated and effective October 2, 1974, from The Chesapeake and Ohio Railway Company to The Detroit Edison Company, covering use of approximately 3.87 miles of Railway Company property, at Detroit and Dearborn, Michigan, for occupancy of a 230 KV transmission line.

Enclosed is a fully executed counterpart of the agreement, which has been signed by Mr. J.R. Hickman, Assistant Vice President-General Manager for C&O. You will note that Section "Sixteenth" provides that previous agreement between the parties dated April 2, 1965, covering the same location for occupancy of a 120 KV transmission line, is being cancelled effective as of the date of attached agreement.

Yours very truly,

*M. G. Trimble*

RECORDED RIGHT OF WAY NO. 2348

The Chesapeake and Ohio Railway Company



The Baltimore and Ohio Railroad Company

Real Estate and  
Industrial Development  
Department

T. R. Jackson  
General Agent

RECEIVED

APR 14 1975

R/E & R/W DEPT:

 **Chessie System**

2 North Charles Street  
Baltimore, Maryland 21201

April 9, 1975 BB-3

In reply refer to:  
File: 2914  
D-11025

Mr. Robert R. Tewksbury  
Project Administrator  
Real Estate and Rights of  
Way Department  
Detroit Edison  
2000 Second Avenue  
Detroit, Michigan 48226

Dear Mr. Tewksbury:

This is to acknowledge receipt of your letter of April 3 enclosing duplicate signed copies of the new Warren-Evergreen agreement.

We are progressing this transaction for requisite Board authorization and as soon as we have received that approval you should expect to receive fully executed duplicate original of the agreement for your records.

Yours very truly,



RECORDED FROM OF R/W NO. 23148



RWL MAR 27 1975

DATE  
March 26, 1975

TO R. W. Lundgren		
FROM R. R. Tewksbury	ROOM 434 WCB	EXT 78309
ATTACHED IS: Lease Agreement with C&O Railway Company - Warren-Evergreen Transmission Line		
ITS PURPOSE IS TO: Update the existing rental to a realistic real estate value at C&O insistence		
THE MOST SIGNIFICANT TERMS ARE: The annual rent increasing from \$771 to \$45,000 and providing for reconstruction of the existing line from 120 kv to 230 kv.		
APPROVALS HAVE BEEN GIVEN BY:  W. C. Arnold <i>W.C.A.</i>	J. S. Wenger - Transmission Engineer	
	A. E. Price - Director, Lines Engineering Division	
	T. P. Beagen - Legal	

PLEASE SIGN ATTACHED DOCUMENT FOR DETROIT EDISON

Detroit  
Edison

REAL ESTATE AND RIGHTS OF WAY DEPARTMENT

Date: March 6, 1975  
To: B. F. Smith  
From: W. C. Arnold *W.C.A.*  
Subject: Warren-Evergreen Transmission Line Rental

This is in response to your memo of February 18, 1975, in which you expressed concern about the increase in the annual rent for the Warren-Evergreen line from \$771.50 to \$45,000. I am also concerned about paying this kind of high rental. In my memo of April 30, 1974, to M. N. Lorenz and A. E. Price, I requested that those responsible for route selection avoid whenever possible any longitudinal occupancy or any crossing of railroads, other than public highway locations if there is a reasonable alternate route...it is not uncommon for railroads to charge annual rental payments that are equal to or exceed the value of the land occupied.

Last year representatives from C&O called on us to tell us their company was reviewing all existing agreements...that there was nothing in their files to indicate why such a low rental was being charged for Warren-Evergreen...and that unless the low rental was the result of an earlier commitment, they would raise the annual rental to the "Eastern Railroad Presidents Conference" rate, which in this case would be \$75,000 per year.

The \$45,000 rent is a negotiated midpoint which is essentially within our department's formula for acceptable rental rates. [The formula is - an annual rental of not more than 15% of the value of the land being occupied.] In calculating the land being occupied we do not use the company standard width requirements stated in Routine Instruction 146, in this case 90 feet. We use the land covered by the width of the outboard conductors, approximately 25 feet.

I feel that this proposed rental, although high, is fair and that there is no basis for legal action to reduce the amount of the proposed rental. The way to avoid paying high rentals to railroads is to avoid railroads.

Please approve the proposed new agreement.

RRT/dem

cc: J. S. Wenger

RECORDED  
INDEXED  
MAY 1975

23/48

To: B. F. Smith  
From: W. C. Arnold  
Subject: Warren-Evergreen Transmission Line Rental

This is in response to your memo of February 18, 1975 in which you expressed concern about the increase in the annual rent for the Warren Evergreen line from \$771.50 to \$45,000. I am also concerned about paying this kind of high rental. In my memo of April 30, 1974, to M. N. Lorenz and A. E. Price, I requested that those responsible for route selection avoid whenever possible any longitudinal occupancy or any crossing of railroads, other than public highway locations if there is a reasonable alternate route...it is not uncommon for railroads to charge annual rental payments that are equal to or exceed the value of the land occupied.

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I feel that this proposed rental, although high, is fair and that there is no basis for legal action to reduce the amount of the proposed rental. The way to avoid paying high rentals to railroads is to avoid railroads.

Please approve the proposed new agreement.

RRT/dem

RECORDED  
INDEXED  
MAR 10 1975  
2314

Date: February 18, 1975  
To: Mr. W. C. Arnold  
From: Mr. B. F. Smith *B.F.S.*  
Subject: High Cost of Transmission Lines on Railroad Right  
of Way

We have reviewed your memorandum of April 30, 1974, regarding the above subject and also Mr. Wenger's memorandum to Mr. A. E. Price regarding an increase in annual charges on C & O Railroad right of way from \$771.50 to \$45,000 per year for 3.87 miles of line.

It is our recommendation that we investigate the possibility of legal action, such as condemnation, against the C & O Railroad to obtain a more reasonable annual rental charge.

Approved:



E. Zavitz  
Assistant Manager - Engineering and Construction  
JSWmak

cc: H. Tauber

RECORDED RIGHT OF WAY NO.

*23148*

Date: February 13, 1975  
To: Mr. A. E. Price  
From: Mr. J. S. Wenger *JSW*  
Subject: Occupancy Agreement With C & O Railroad  
Warren-Evergreen Transmission Line

In 1952 an agreement was consummated between the C & O Railroad and Detroit Edison for the above transmission line on their right of way. This agreement was for 3.87 miles at an annual rental of \$771.50. This agreement was renewed in 1965 at the same annual rate.

Mr. Arnold advised per the attached memorandum dated April 30, 1974, that cost of occupancy of railroad right of way is becoming increasingly expensive. At the present time the above agreement is up for renewal.

The proposed new agreement, which is attached, stipulates an annual rental of \$45,000 for the 3.87 miles. The original request by C & O Railroad was for a \$75,000 annual rental. Mr. Tewksbury negotiated the new agreement based on 15% of the value of the land directly under the transmission line. The agreement is a typical railroad type which provides that we not interfere with their communication lines and that we relocate or remove our line upon 90 days written notice. The agreement provides for converting to 230 kV (scheduled for 1978) and for an adjustment of the rental in 1978.

We do not feel that this is a good agreement for Detroit Edison. However, it appears we have no recourse but to approve. Please indicate our compliance by signing on the back page of both copies.

JSWmak  
Attachment  
cc: J. Levine  
H. Williams

RECORDED RIGHT OF WAY NO.

23148



**Detroit  
Edison**

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

October 8, 1974

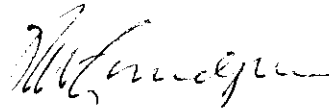
**Mr. G. C. Tetty**  
**Manager of Real Estate**  
**The Chesapeake and Ohio Railway Co.**  
**Vermont Federal Building**  
**Baltimore, Maryland 21201**

Dear Mr. Tetty:

This is in response to your letter of July 18, 1974 about the annual rental for our Warren-Evergreen transmission line. We are unable to produce any evidence from our records that the seemingly low annual rental of \$771.50 was the result of other considerations agreed to at the time the rent was established. Therefore, The Detroit Edison Company will agree to revising the rent from \$771.50 to \$45,000 effective October 2, 1974. I understand that a review of the rental for the purpose of keeping it current will not be started until after January 1, 1978, and that such a review and subsequent rental revision usually takes a year to 18 months to complete.

Recently, your Ted Jackson was advised that we plan to upgrade the transmission line from 120 kV to 230 kV. The physical size of the structures and the amount of land subtended by the line will remain essentially unchanged. Unless the increase in operating voltage creates a serious problem, I understand it will have no effect on the \$45,000 annual rental.

Sincerely,



RRZ/dem

RECORDED IN THE OFFICE OF THE CLERK OF THE COURT  
1974 OCT 10 10 30 AM

THIS AGREEMENT, made as of the 2nd day of October, 1974, by and between  
~~THE BALTIMORE AND OHIO RAILROAD COMPANY,~~  
**THE CHESAPEAKE AND OHIO RAILWAY COMPANY,**  
first party, hereinafter called "Licensor", and **DETROIT EDISON COMPANY**

second party, hereinafter called "Licensee";

WITNESSETH:

WHEREAS, Licensee has applied to Licensor for license and permission to construct, maintain and use a 230,000-volt aerial transmission line occupying property of Licensor from a point opposite Licensee's Evergreen Station and extending easterly for a distance of approximately 3.87 miles to a point opposite Licensor's Station 204+50,

(all of which, including appurtenances and changes herein provided for, are hereinafter referred to as "facilities"), upon, over, under, across or along, as the case may be, the tracks, right-of-way and property owned, controlled or operated by Licensor at **Detroit and Dearborn, Michigan, V.S. 1-C(1, 2 & 3),**

as indicated in yellow on Licensee's plan(s) numbered **ED-1095** and dated **January 28, 1952**, attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises, the promises and agreements herein contained and the sum of One Dollar (\$1.00) paid by each to the other, the receipt whereof is respectively acknowledged, the parties hereto agree as follows:

**FIRST:** Licensor, in so far as it has the power and authority so to do and subject to compliance with the terms and conditions hereinafter contained to be kept and performed by Licensee, hereby permits Licensee to construct, maintain and use said facilities across the tracks, right-of-way and property of Licensor at said location.

Licensee, at its expense, will furnish all materials and, at a time satisfactory to Licensor, construct, maintain, use, change and remove said facilities or any part thereof in accordance with the design and specifications shown on said plan(s) and as in this agreement provided, all in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public body having jurisdiction thereof, and so as not to interfere with or endanger, in the judgment of Licensor, any property, traffic, operations, maintenance, employes or patrons of Licensor, or of others occupying or using its property at said location.

**SECOND:** Licensee will give Licensor at least 5 days written notice before doing any work of any character hereunder at said location except that in cases of emergency demanding immediate examination or repairs Licensee may give shorter notice. If, at any time, said facilities, or any part thereof, in the judgment of Licensor, cause any interference or danger referred to in Section **FIRST** hereof that is emergent, Licensee, upon notice from Licensor, will promptly take remedial action in accordance with such notice, and upon failure so to do Licensor, at Licensee's expense, may take such action. In any non-emergency case of such interference or danger Licensee, within 30 days after receipt of notice from Licensor, will take remedial action in accordance with such notice, and upon failure so to do Licensor, at Licensee's expense, may take such action.

If Licensor deems it advisable during the progress of any work of construction, maintenance, repair, renewal, alteration, or removal of said facilities of Licensee to place watchmen, flagmen, inspectors or supervisors for the protection of the operations of Licensor or property of Licensor or others on Licensor's right-

of-way and property, Licensor shall have the right so to do at the expense of Licensee, but Licensor shall not be liable for the failure so to do or the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

THIRD: During any work of any character hereunder at said location, Licensee, at its expense, will support the tracks and roadbed of Licensor in such manner as shall be necessary in the judgment of Licensor to prevent any interference or danger referred to in Section FIRST hereof, and upon the completion of said work will restore said tracks, roadbed and other property to their original condition, provided that Licensor, at its option and at the expense of Licensee, may do all the work of supporting its tracks and roadbed and of restoring the same.

FOURTH: If Licensor determines that all or any of said facilities, or the location hereof, should be changed or altered, or that they should be entirely removed, Licensee, at its expense and in a manner satisfactory to Licensor shall make such changes, alterations or removal, as the case may be, and restore the premises affected to their original condition within 90 days after, and in accordance with the requirements of written notice from Licensor so to do. If Licensee fails to make such changes, alterations, or removal and restoration of premises as above provided, Licensor may do such work at the expense of Licensee.

If Licensee desires to revise, renew, relocate, or change in any manner whatsoever all or any of said facilities (including any change of voltage or operating pressure), or if Licensee is required to change or alter the same, plans therefor shall be submitted to and approved by Licensor before any such change is made, and the terms and conditions of this agreement shall apply thereto. In the event of termination of this license by Licensor, the rental shall be prorated to the date of said termination.

FIFTH: Upon cessation of the use as herein contemplated of said facilities, or any part thereof, Licensee will notify Licensor thereof and, unless the parties otherwise then agree, Licensee will remove the same and restore Licensor's affected premises in a manner satisfactory to Licensor. If Licensee fails so to remove and restore within 30 days after receipt of written notice from Licensor so to do, Licensor may do such work at the expense of Licensee.

SIXTH: Upon execution of this agreement Licensee will pay to Licensor ~~for the preparing of this agreement the sum of~~ \$ \_\_\_\_\_, and also the annual sum of ~~\_\_\_\_\_~~ **FORTY-FIVE THOUSAND DOLLARS** ~~\_\_\_\_\_~~ **(\$45,000.00)** and will pay a like annual sum on each anniversary of this agreement thereafter until terminated. Licensee will pay all taxes assessed upon said facilities, or on account of their existence, and shall indemnify Licensor against the payment thereof.

SEVENTH: If Licensee fails to make the payments provided for herein or shall fail to perform any of the other terms or conditions of this agreement, and shall fail to remedy any such breach in accordance with the requirements of written notice of Licensor so to do, then and in that event Licensor may at its option forthwith terminate the permission herein granted. Upon such termination Licensee, at its expense, will promptly remove such facilities and restore the premises to their original condition, and if Licensee fails so to do, Licensor may do such work at the expense of Licensee.

EIGHTH: Licensee hereby assumes, and releases and agrees to indemnify, protect and save Licensor harmless from and against, (i) all loss of and damage to any property whatsoever (including property of the parties hereto and of all other persons whomsoever and the loss of or interference with any use or service thereof), and (ii) all loss and damage on account of injury to or death of any person whomsoever (including employees and patrons of the parties hereto and all other persons whomsoever), and (iii) all claims and liability for such loss and damage and cost and expenses thereof, caused by or growing out of the operation of this agreement or the presence, construction, maintenance, use, repair, change or relocation and subsequent removal of said facilities, or any part thereof, whether caused by the fault, failure or negligence of Licensor or otherwise.

NINTH: The term "Licensor" as used in Section EIGHTH hereof shall include any company whose tracks, right of way, or other property may be leased or operated by Licensor or any other company at the aforesaid location.

TENTH: Licensor's expense for any work performed by it at the expense of Licensee pursuant to the terms hereof will be paid by Licensee upon receipt of a bill therefor. Such expense shall include, but not be limited to cost of labor and materials, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances, and freight and handling charges on all material used.

RECORDED RIGHT OF WAY NO. 23171

**ELEVENTH:** All notices and communications concerning this agreement shall be addressed to Licensee at 2000 Second Avenue, Detroit, Michigan 48226, and to Licensor's Division Superintendent at Saginaw, Michigan or at such other address as either party may designate in written notice to the other.

**TWELFTH:** Any approval given or supervision exercised by Licensor hereunder, or failure of Licensor to object to any work done, material used or method of construction or maintenance of said facilities, shall not be construed as an admission of responsibility by Licensor or as a waiver of any of the obligations of Licensee under this agreement.

**THIRTEENTH:** Any waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.

**FOURTEENTH:** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors or assigns, but no assignment thereof or of any rights or obligations thereunder shall be valid for any purpose without the written consent of Licensor.

**FIFTEENTH:** Licensee understands and agrees that Licensor shall have the right to adjust the rental to be paid by the Licensee hereunder during calendar year 1978 and anytime thereafter during the continuance of this agreement.

**SIXTEENTH:** Agreement between the parties dated April 2, 1965 covering wire line facilities at the same location is being cancelled as of the effective date hereof.

**SEVENTEENTH:** If, in the judgment of Railway, the operation, existence or maintenance of said facilities shall at any time cause interference, including but not limited to physical interference, interference from electromagnetic induction, from electrostatic induction, or from stray or other currents, with OTHER FACILITIES, or shall, in any manner, interfere with the operation, maintenance or use by Railway of its right of way, tracks, structures, pole lines, devices, other property or any appurtenances thereto, then and in any such event, Licensee, upon receipt of written notice from Railway of any such interference, shall promptly, at its own risk, cost and expense, make such changes in its facilities as, in the judgment of Railway, may be required to eliminate all such interference.

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

WITNESSES:  
  
Mary Lindsay Herbitt

THE CHESAPEAKE AND OHIO RAILWAY COMPANY,  
~~THE BALTIMORE AND OHIO RAILROAD COMPANY,~~  
By [Signature]  
Assistant Vice President-General Manager

DETROIT EDISON COMPANY,  
(Licensee)  
By [Signature]  
R. W. LUNDGREN  
EXECUTIVE VICE PRESIDENT  
ADMINISTRATION (title)

ATTEST:  
[Signature]  
Robert R. Tewksbury (title)  
Project Administrator

RECORDED, RIGHT OF WAY NO. 3448  
Appd. as to form

Detroit  
Edison

*John Wenger*

Date: April 30, 1974

To: M. N. Lorenz  
A. E. Price

From: W. C. Arnold, Director *W.C.A.*  
Real Estate and Rights of Way Department

Subject: Railroad Crossings and Longitudinal Occupancies

The railroads generally, and the Penn Central Railroad particularly, are increasingly regarding our need to cross them or to have longitudinal occupancy on their rights of way as an opportunity for excessive financial enrichment. It is not uncommon for the railroads to demand annual rental payments that are equal or exceed the value of the land occupied.

We request that those responsible for route selection avoid wherever possible any longitudinal occupancy or any crossing of the railroads other than at public highway locations, if there is a reasonable alternate route. If the railroads continue asking excessive rentals it may be necessary that we or some other utility company condemn an easement, with a reasonable award for the taking, to bring a changed attitude on their part.

WCA:hb

cc: H. L. Brandau  
R. W. Lundgren  
R. R. Tewksbury ✓  
J. C. Wetzel

REGISTERED RIGHT OF WAY NO.

*23148*

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department  
July 24, 1972

TO RECORDS CENTER:

Amendment to

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

Railroad File: 187-3-397

The Chesapeake and Ohio Railway Company

131-4-11587

Facilities Covered:

One 120,000 volt Transmission Circuit with one Ground Wire. (Crossings Nos. 1, 2 and 3.)

(Result of Relocation of Towers due to Jeffries Freeway Construction at this location)

Specific Location:

- 1. Private Property 1700 ft North of Plymouth, 1550 ft East of Evergreen.
- 2. Private Property 2120 ft North of Plymouth, 1350 ft East of Evergreen.
- 3. Private Property 2820 ft North of Plymouth, 930 ft East of Evergreen

1. 432+00

2. 436+00

3. 440+00

R. R. Valuation Station \_\_\_\_\_ Mile Post \_\_\_\_\_

City/~~Village~~ Detroit \_\_\_\_\_ Township \_\_\_\_\_

County Wayne \_\_\_\_\_ Detroit Edison Plan No. RX-2897B and ED5-7880 (Rev. 6-13-72)

Amendment

Agreement/~~Permit~~ Date 7-13-72 R. R. Plan No. Used ED5-7880

Original Agreement Dated 5-2-65

Preparation Fee None Annual Rental Remains at \$771.50 for total Occupancy

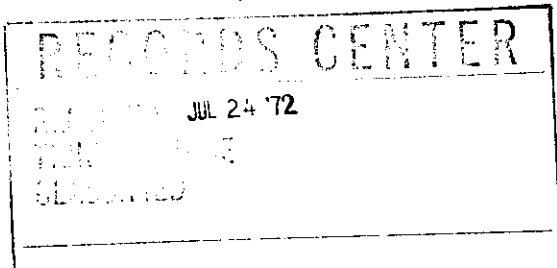
Supersedes and Cancels Agreement dated \_\_\_\_\_

Attached Agreement is to be made a part of R/W 23148

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

HLB

Encl.



*I. W. Gamble*  
I. W. Gamble, Assistant to Director  
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 23148



THE CHESAPEAKE AND OHIO RAILWAY COMPANY  
THE BALTIMORE AND OHIO RAILROAD COMPANY

OPERATING DEPARTMENT  
BALTIMORE, MARYLAND 21201

R. G. RAYBURN  
ASSISTANT VICE PRESIDENT-TRANSPORTATION

July 13, 1972  
File: 187-3-397

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Real Estate  
Attention: Mr. William C. Arnold, Director Properties & Rights of Way Department

Gentlemen:

Reference is made to our agreement dated April 2, 1965, covering an aerial 120 KV electric transmission steel tower line on Railway's right-of-way in the Cities of Detroit and Dearborn, Michigan, and to your recent request to relocate and reconstruct that portion of said line between Towers Nos. 3459 and 3463 covered by the aforesaid agreement, in connection with I-96 (Jeffries Freeway) construction east of Evergreen Road, as shown on Detroit Edison Drawing No. ED5-7880 dated December 9, 1971, and last revised June 13, 1972, attached hereto and made a part hereof.

This will constitute Railway's consent and approval of the said relocation and reconstruction with the understanding that it shall be deemed to be included in the premises and facilities covered by the aforesaid agreement of April 2, 1965, as fully as though it 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.

To indicate your acceptance and approval, please sign this letter, which is submitted in duplicate, in the space provided below, returning the original to the undersigned.

Yours very truly,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By R. G. Rayburn  
Assistant Vice President

The foregoing is hereby acknowledged and agreed to this 19th day of July 1972  
THE DETROIT EDISON COMPANY

By W. C. Arnold  
Director Properties and Rights of Way Department  
Real Estate

RECORDED RIGHT OF WAY NO. 23148

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

July 18, 1972

Michigan Public Service Commission  
Lansing, Michigan 48913

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 Railway Company in the City of Detroit, Wayne County, Michigan.**

Crossing No. 1

One 120,000-volt transmission circuits with one ground wire located in private property approximately 1700 feet North of Plymouth Road and 1550 feet East of Evergreen Road.

Railroad Val. Sta. Opp 432 + 00

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. **Dated 7-17-72**
- Waiver of hearing by the Railroad Company is covered by blanket waiver. **R.R. File No. 131-4-11587**
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. **ED2-8-4631** dated **8-6-59**
- This is a new crossing.

Reference number of construction drawing is RX- **2897B**

HB:dak

Yours very truly,

Permit No. ED2-8-7107  
 Date July 20, 1972  
 By MPSC

*I. W. Gamble*  
 for **I. W. Gamble**  
**Assistant to Director**  
**Real Estate and Rights of Way Dept.**

RECORDED RIGHT OF WAY 023148



STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\*\*\*\*\*

Railroad Wire-Crossing Permit No. ED2-8-7107

The Detroit Edison Company (Applicant) has filed an application pursuant to Act 171, P.A. 1893, as amended, for permission to string wires across the tracks of the Chesapeake and Ohio Railway Company (Railroad).

Applicant has conformed with the filing procedures of Commission Order No. 1868 and the Railroad has waived the right of notice and hearing provided for in Act 171.

THEREFORE, IT IS ORDERED that Applicant be permitted to string wires across the tracks of the Railroad as indicated on the attached plans and described as follows:

City of  
Detroit  
  
County of  
Wayne  
  
State of  
Michigan

Crossing No. 1  
Crossing of one (1) 120 KV, 60 Hz, 3 phase, 3 wire, transmission circuit, known as the Warren-Evergreen No. 1 Line, on one (1) double circuit steel tower line, with one (1) ground wire, located in private property at a point approximately 1700' north of Plymouth Road and 1550' east of Evergreen Road, at Railroad Val. Sta. Opp 432+00  
6 - 477 MCM 26/7 ACSR phase conductors  
(two 3 conductor circuits in parallel)  
1 - 3/8" steel ground wire

Per Drawing RX-2897B

At the point of crossing, the wires shall be installed in full accordance with Commission Order No. 2334.

MICHIGAN PUBLIC SERVICE COMMISSION

( S E A L )

DATED: July 20, 1972

Earl B. Klopferens

Its Secretary

Willis F. Ward  
Chairman

Lenton G. Sculthorp  
Commissioner

William R. Ralls  
Commissioner

RECORDED RIGHT OF WAY  
023148

STATE OF MICHIGAN SS.  
Office of the Michigan Public Service Commission

I, Earl B. Klomprens, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of Railroad Wire Crossing Permit No. ED2-8-7107

with the original, and that it is a true and correct transcript therefrom, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed  
the seal of the Commission, at Lansing, this twentieth  
day of July in the year of our Lord  
one thousand nine hundred seventy-two

*Earl B. Klomprens*  
Secretary

RECORDED  
MAY 23 1972

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

July 18, 1972

Michigan Public Service Commission  
Lansing, Michigan 48913

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 Railway Company in the City of Detroit, Wayne County, Michigan.**

**Crossing No. 2**

**One 110,000-volt transmission circuits with one ground wire located in private property approximately 2120 feet North of Plymouth Road and 1350 feet East of Evergreen Road.**

**R.R. Val. Sta. Opp 436 + 00**

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. **Dated 7-17-72**
- Waiver of hearing by the Railroad Company is covered by blanket waiver. **R.R. File No. 131-4-11587**
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. \_\_\_\_\_ dated \_\_\_\_\_
- This is a new crossing.

**HB:dmk** Reference number of construction drawing is **RX- 2897B**

Yours very truly,

Permit No. ED2-8-7108

Date July 20, 1972

By MPSC



*for* **I. W. Gamble**  
**Assistant to Director**  
**Real Estate and Rights of Way Dept.**

RECORDED RIGHT OF WAY 1023148

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\* \* \* \* \*

Railroad Wire-Crossing Permit No. ED2-8-7108

The Detroit Edison Company (Applicant) has filed an application pursuant to Act 171, P.A. 1893, as amended, for permission to string wires across the tracks of the Chesapeake and Ohio Railway Company (Railroad).

Applicant has conformed with the filing procedures of Commission Order No. 1868 and the Railroad has waived the right of notice and hearing provided for in Act 171.

THEREFORE, IT IS ORDERED that Applicant be permitted to string wires across the tracks of the Railroad as indicated on the attached plans and described as follows:

City of  
Detroit

County of  
Wayne

State of  
Michigan

Crossing No. 2  
Crossing of one (1) 120 KV, 60 Hz, 3 phase, 3 wire, transmission circuit, known as the Warren-Evergreen No. 1 Line, on one (1) double circuit steel tower line, with one (1) ground wire, located in private property approximately 2120' north of Plymouth Road and 1350' east of Evergreen Road, at Railroad Val. Sta. Opp 436+00  
6 - 477 MCM 26/7 ACSR phase conductors  
(two 3 conductor circuits in parallel)  
1 - 3/8" steel ground wire

Per Drawing RX-2897B

At the point of crossing, the wires shall be installed in full accordance with Commission Order No. 2334.

MICHIGAN PUBLIC SERVICE COMMISSION

( S E A L )

Willis F. Ward  
Chairman

DATED: July 20, 1972

Lenton G. Sculthorp  
Commissioner

Earl B. Klemprens

Its Secretary

William R. Ralls  
Commissioner

RECORDED RIGHT OF WAY 1223148

STATE OF MICHIGAN SS.  
Office of the Michigan Public Service Commission

I, Earl B. Klomparens, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of Railroad Wire Crossing Permit No. ED2-8-7108

with the original, and that it is a true and correct transcript therefrom, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Commission, at Lansing, this twentieth day of July in the year of our Lord one thousand nine hundred seventy-two

*Earl B. Klomparens*  
Secretary

RECORDED RIGHT OF WAY 1225148

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

July 18, 1972

Michigan Public Service Commission  
Lansing, Michigan 48913

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 Railway Company in the City of Detroit, Wayne County, Michigan.**

Crossing No. 3

One 120,000-volt transmission circuits with one ground wire located in private property approximately 2820 feet North of Plymouth Road and 930 feet East of Evergreen Road.

R.R. Val. Sta. Opp 440 + 00

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. **Dated 7-17-72**
- Waiver of hearing by the Railroad Company is covered by **R.R. File No. 131-4-11587** blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. \_\_\_\_\_ dated \_\_\_\_\_
- This is a new crossing.

HB:dmk

Reference number of construction drawing is RX- **2897B**

Yours very truly,

Permit No. ED2-8-7109

Date July 20, 1972

By MPSC

*Hazel L. Branda*

*jr* **I. W. Gamble**  
Supervisor of Rights of Way  
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY 223148

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\*\*\*\*\*

Railroad Wire-Crossing Permit No. ED2-8-7109

The Detroit Edison Company (Applicant) has filed an application pursuant to Act 171, P.A. 1893, as amended, for permission to string wires across the tracks of the Chesapeake and Ohio Railway Company (Railroad).

Applicant has conformed with the filing procedures of Commission Order No. 1868 and the Railroad has waived the right of notice and hearing provided for in Act 171.

THEREFORE, IT IS ORDERED that Applicant be permitted to string wires across the tracks of the Railroad as indicated on the attached plans and described as follows:

City of  
Detroit

County of  
Wayne

State of  
Michigan

Crossing No. 3  
Crossing of one (1) 120 KV, 60 Hz, 3 phase, 3 wire,  
transmission circuit, on one (1) double circuit  
steel tower line, with one (1) ground wire, located  
in private property at a point approximately 2820'  
north of Plymouth Road and 930' east of Evergreen  
Road, at Railroad Val. Sta. Opp 440+00  
3 - 954 MCM 54/7 ACER phase conductors  
1 - 3/8" steel ground wire

Per Drawing EX-2897B

At the point of crossing, the wires shall be installed in full accordance with Commission Order No. 2334.

MICHIGAN PUBLIC SERVICE COMMISSION

( S E A L )

DATED: **July 20, 1972**

**Earl B. Klemprens**

Its Secretary

Willis F. Ward  
Chairman

Lenton G. Sculthorp  
Commissioner

William R. Ralls  
Commissioner

RECORDED RIGHT OF WAY  
1223148

STATE OF MICHIGAN SS.  
Office of the Michigan Public Service Commission

I, Earl B. Klomprens, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of Railroad Wire Crossing Permit No. ED2-8-7109

with the original, and that it is a true and correct transcript therefrom, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Commission, at Lansing, this twentieth day of July in the year of our Lord one thousand nine hundred seventy-two

*Earl B. Klomprens*  
Secretary

RECORDED RIGHT OF WAY 123148



# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

June 22, 1972

Mr. J. T. Collinson,  
General Manager - Chief Engineer  
Chesapeake and Ohio Railway Company  
P. O. Box 1800  
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

One 120,000-volt transmission circuits with one ground wire. (Crossing No. 1)

Station: Opp. 432 plus 00

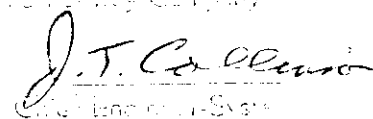
Location: -

Sub-Division: Detroit

Division: Detroit Terminal

C.O.C. Working Waiver: 7-17-72

By: J. T. Collinson  
General Manager - Chief Engineer



Specific Location

Your File RX-2897B

C. & O. File 114-11587

In private property approximately 1700 feet North of Plymouth Road and  
1550 feet East of Evergreen Road.

RECORDED RIGHT OF WAY 123148

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post \_\_\_\_\_

City/Village ~~xxxx~~ Detroit Township \_\_\_\_\_

County Wayne Detroit Edison Plan Attached RX-2897B

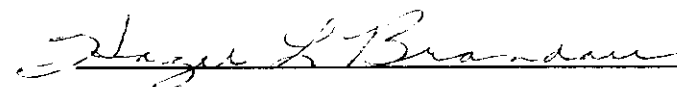
This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date April 2, 1965 (R. R. Plan) ED-1095 Rev. 7-1-59

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, Assistant to Director  
Real Estate and Rights of Way Department

HB:dmk

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

June 22, 1972

Mr. J. T. Collinson,  
General Manager, Chief Engineer  
Chesapeake and Ohio Railway Company  
P. O. Box 1800  
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

One 120,000-volt transmission circuits with one ground wire. (Crossing No. 2)

Opp. 436 plus 00  
Location: - -  
Sub Division: Detroit  
Division: Detroit Terminal  
P.S.C. Hearing Waived 7-17-72  
The Chesapeake and Ohio Railway Company

*J. T. Collinson*  
Chief Engineer-System

Specific Location

Your File RX-2897B  
C. & O. File 131-4-11587

In private property 2120 feet North of Plymouth Road and 1350 feet East of  
Evergreen Road.

RECORDED RIGHT OF WAY 1223148

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post \_\_\_\_\_

City/Village ~~XXXXXX~~ Detroit Township \_\_\_\_\_

County Wayne Detroit Edison Plan Attached RX-2897B

This is a New Crossing  This is a Reconstruction of Existing Crossing \_\_\_\_\_

Previous Agreement Information (if any) Date \_\_\_\_\_ (R. R. Plan) \_\_\_\_\_

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested in duplicate  
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

*Walter L. Brandau*  
I. W. Gamble, Assistant to Director  
Real Estate and Rights of Way Department

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

June 22, 1972

Mr. J. T. Collinson, General Manager  
and Chief Engineer  
Chesapeake and Ohio Railway Company  
P. O. Box 1800  
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

One 120,000-volt transmission circuits with one ground wire. (Crossing No. 3)

Location: Opp. 440 plus 00  
Sub District: Detroit  
District: Detroit Terminal  
Reference: 7-17-72  
J. T. Collinson  
Chief Engineer-System

Specific Location

Your File: RX-2897B  
C. & O. File: 1314-11587

In private property 2820 feet North of Plymouth Road and 930 feet East of Evergreen Road.

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post \_\_\_\_\_

City/Village ~~XXXX~~ **Detroit** \_\_\_\_\_ Township \_\_\_\_\_

County **Wayne** \_\_\_\_\_ Detroit Edison Plan Attached **RX-2897B** \_\_\_\_\_

This is a New Crossing  \_\_\_\_\_ This is a Reconstruction of Existing Crossing \_\_\_\_\_

Previous Agreement Information (if any) Date \_\_\_\_\_ (R. R. Plan) \_\_\_\_\_

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested **in duplicate** \_\_\_\_\_  
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

*I. W. Gamble*  
I. W. Gamble, Assistant to Director  
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY 123148

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

June 22, 1972

Mr. J. T. Collinson,  
General Manager - Chief Engineer  
Chesapeake and Ohio Railway Company  
P. O. Box 1800  
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

One 120,000-volt transmission circuits with one ground wire. (Crossing No. 1)

Specific Location

In private property approximately 1700 feet North of Plymouth Road and 1550 feet East of Evergreen Road.

*Commissioner general, DC State T.  
Central Foundation  
Addressed Roy Green who will address this  
Name Robert H. Logan*

*7-7-72*

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post \_\_\_\_\_

City/Village ~~XXXX~~ **Detroit** \_\_\_\_\_ Township \_\_\_\_\_

County **Wayne** \_\_\_\_\_ Detroit Edison Plan Attached **RX-2897B** \_\_\_\_\_

This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing **X** \_\_\_\_\_

Previous Agreement Information (if any) Date **April 2, 1965** \_\_\_\_\_ (R. R. Plan) **ED-1095 Rev. 7-1-59**

*R/W 23148*

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*  
I. W. Gamble, Assistant to Director  
Real Estate and Rights of Way Department

RECORDED RIGHT OF WAY 1223148

HB:dmk



Real Estate Department

Project No. AWA0134113  
Work Order No. A0000009  
Business Unit: ITC

Date: September 8, 2014  
To: Records Center  
From: Barbara A. Mention *fam*  
Real Estate  
Subject: Access Easement-City of Detroit, Wayne County, Michigan.  
Warren-Evergreen #2 Transmission Line  
Parcel ID: Part of W22I085246C8

Attached are papers related to the acquisition of an Access Easement dated July 2, 2014 to International Transmission Company (ITC) from Kamps Real Estate Ventures, LLC, whose address is 2900 Peach Ridge Ave NW, Grand Rapids, Michigan 48377.

The easement was acquired to gain access to Structure #5789.

The easement consideration was \$1000.00.

The easement was negotiated by Michael Schira, NSI Consultants.

Please incorporate into Right of Way File No. R23148.

Attachment (s)

CC: P. Clark  
M. Ely  
J. Kehoe  
K. Maslowski  
A. Murray  
G. Wilson

2014 SEP 10 AM 11:51

Bernard J. Youngblood  
Wayne County Register of Deeds  
2014386931 L: 51744 P: 724  
09/10/2014 11:51 AM EAS Total Pages: 7



### ACCESS EASEMENT

This ACCESS EASEMENT is made on 7/2, 2014 by Kamps Real Estate Ventures, LLC, a Michigan limited liability company whose address is 2900 Peach Ridge Ave NW, Grand Rapids, MI 49534 ("Grantor") to INTERNATIONAL TRANSMISSION COMPANY, a Michigan corporation, whose address is 27175 Energy Way, Novi, Michigan 48377 ("Grantee").

WHEREAS, Grantor is the owner of certain real property commonly known as 19001 & 19111 Glendale Street, Detroit, MI 48223, more particularly described as follows ("Grantor's Land"):

Situated in the City of Detroit, County of Wayne, State of Michigan, and described as follows:

PARCEL 1:

Lots 58, 59, 60 and 61, B.E. TAYLOR'S BRIGHTMOOR CONSOLIDATED RAILROAD SITES SUBDIVISION, according to the plat thereof as recorded in Liber 52 of Plats, Page 48 Wayne County Records.

PARCEL 2:

Lots 32, 33 and 34, B.E. TAYLOR'S BRIGHTMORE CONSOLIDATED RAILROAD SITES SUBDIVISION, according to the plat thereof as recorded in Liber 52 of Plats, Page 48, Wayne County Records.

PARCEL 3:

Part of Lot 57 and part of Lot 56 of B.E. TAYLOR'S BRIGHTMORE CONSOLIDATED RAILROAD SITES SUBDIVISION, according to the plat thereof as recorded in Liber 52 of Plats, Page 48, Wayne County Records, described as: Beginning at a point on the North line of Lot 57 and said point being South 89 degrees 27 minutes 45 seconds West 111.13 feet from the Northeast corner of Lot 57 and proceeding thence South 00 degrees 37 minutes 45 seconds East 180.00 feet; thence South 89 degrees 27 minutes 45 seconds West 292.62 feet; thence along a curve to the right, radius 468.40 feet, central angle 23 degrees 49 minutes 37 seconds, arc length 194.79 feet, chord distance 193.39 feet, chord bearing North 20

degrees 54 minutes 22.5 seconds East; thence North 89 minutes 45 seconds East 221.63 feet to the point of beginning.

PARCEL 4:

Part of the Northwest  $\frac{1}{4}$  of Section 26, Town 1 North, Range 10 East, described as follows: Beginning at the Southwest corner of Lot 58, B.E. TAYLOR'S BRIGHTMOOR CONSOLIDATED RAILROAD SITES SUBDIVISION, thence on a curve to the right along the Southerly line of Lot 58, 93.98 feet to the most Westerly corner of Lot 59; thence Southeasterly 16.00 feet to the Northwest corner of Lot 60; thence Southwesterly on a curve to the left 130.98 feet along the Westerly line of Lot 60 to a point; thence Northerly 44.93 feet to the point of beginning, as recorded in Liber 52 of Plats, Page 48, Wayne County Records.

PARCEL 5:

Part of Lot 56, B.E. TAYLOR'S BRIGHTMOOR CONSOLIDATED RAILROAD SITES SUBDIVISION, described as follows: Beginning at the Southeast corner of said Lot 56; thence South 89 degrees 27 minutes 45 seconds West 323.67 feet; thence on a curve to the railroad 63.59 feet along the West line of said Lot 56; thence North 89 degrees 25 minutes 45 seconds East 290.98 feet; thence South 00 degrees 37 minutes 45 seconds East 48.15 feet to the point of beginning, as recorded in Liber 52 of Plats, Page 48, Wayne County Records.

PARCEL 6:

Part of Lot 56, B.E. TAYLOR'S BRIGHTMOOR CONSOLIDATED RAILROAD SITES SUBDIVISION, described as follows: Beginning at a point on the West line of Artesian Avenue, 86 feet wide, 48.95 (48.15 assessed) feet Northerly along said line from the Southeast corner of said Lot 56; thence South 89 degrees 25 minutes 45 seconds West 290.98 feet along a curve to the railroad 56.30 feet along the West line of said Lot 56; thence South 00 degrees 37 minutes 45 seconds East 0.92 feet; thence North 89 degrees 27 minutes 45 seconds East 253.83 feet; thence South 00 degrees 37 minutes 45 seconds East 42.35 feet to the point of beginning, as recorded in Liber 52 of Plats, Page 48, Wayne County Records.

WHEREAS, Grantor desires to grant an access easement upon Grantor's Land ("Easement Area") as shown on Exhibit A, upon the terms and conditions stated below:

NOW, THEREFORE, for consideration acknowledged as received and being sufficient:

1. Easement Grant. Grantor hereby conveys and grants to Grantee a non-exclusive Easement on, over and across Grantor's Land on the terms and conditions stated in this Easement. This Easement Area is currently located on Exhibit A. Said Easement shall provide Grantee with an access route to Grantee's electric transmission line facilities ("Transmission Line"), which are located near the southerly border of Grantor's



Land. Grantor may change the location of the Easement Area on Grantor's Land without the consent of the Grantee so long as Grantor provides prior written notice to Grantee of the change in the location of the Easement Area. In the event Grantor decides to relocate the Easement Area and provides written notice, Grantee acknowledges and agrees to execute and deliver an Amendment to this Easement in recordable form (at no cost to Grantor) reflecting the change in the location of the Easement Area.

2. Use of Easement. The Easement is granted for the sole purpose of vehicular and pedestrian ingress and egress to and from the parcel of land owned by CSX Transportation, Inc. and located immediately South of Grantor's Land. Subject to Paragraph 7 below, Grantee shall not make any improvements to Grantor's Land. Grantee shall promptly repair any damage to Grantor's Land caused by Grantee's use of the Easement, except that Grantee shall have the right to remove any vegetation, dirt, earth, obstacle or other debris which prevents Grantee from accessing the Transmission Line as provided herein.

3. Duration. The Easement granted herein is perpetual, but not exclusive to Grantee, being subject to the right of Grantor and Grantor's successors and assigns to use Grantor's Land.

4. No Storage. No vehicles, trailers or other equipment may be stored by Grantee on Grantor's Land at any time pursuant to this Easement.

5. Compliance with Laws. Grantee shall comply with all applicable laws, rules, regulations and ordinances of competent authorities affecting Grantor's Land, including but not limited to those relating to the environment and the National Electric Safety Code.

6. Grantor Indemnity. Grantor covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless Grantee from and against any and all claims, actions or proceedings by or on behalf of any person, firm, corporation, governmental authority or other entity, arising from or with respect to:

- a. the occupancy, use, or possession of Grantor's Land by Grantor (or its agents, representatives or contractors), or
- b. damages to the equipment or facilities of Grantee located on Grantor's Land, in the event Grantor damages any of Grantee's equipment or facilities located on the Grantor's Land, or
- c. any accident, injury (or death) to any persons or damage to any property whatsoever caused by or arising from any act or omission of Grantor (or its agents, representatives or contractors), on or about Grantor's Land, or
- d. without limiting the generality of any of the preceding foregoing clauses (a) through (c), (i) any breach or default on the part of Grantor in the performance or observance of any covenant or agreement on the part of Grantor to be performed or observed pursuant to this Easement, or (ii) any negligent act or omission



or willful misconduct of Grantor, or any of its agents, representatives or contractors, and from and against all damages, liabilities, judgments, cost and expenses (including without limitation reasonable attorneys' and consultants' fees) suffered or incurred by Grantee in connection with any such claim, action or proceeding.

7. Grantee Indemnity. Grantee covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless Grantor from and against any and all claims, actions or proceedings by or on behalf of any person, firm, corporation, governmental authority or other entity, arising from or with respect to:

a. the use of the Easement by Grantee (or its agents, representatives or contractors), or

b. damages to the land, equipment or facilities of Grantor located on Grantor's Land, in the event Grantee damages any of Grantor's land, equipment or facilities located on the Grantor's Land, or

c. any accident, injury (or death) to any persons or damage to any property whatsoever caused by or arising from any act or omission of Grantee (or its agents, representatives or contractors), on or about Grantee's Parcel, or

d. without limiting the generality of any of the preceding foregoing clauses (a) through (c), (i) any breach or default on the part of Grantee in the performance or observance of any covenant or agreement on the part of Grantee to be performed or observed pursuant to this Easement, or (ii) any negligent act or omission or willful misconduct of Grantee, or any of its agents, representatives or contractors, and from and against all damages, liabilities, judgments, cost and expenses (including without limitation reasonable attorneys' and consultants' fees) suffered or incurred by Grantor in connection with any such claim, action or proceeding.

8. Notices. Any written notice delivered pursuant to the terms of this Easement shall be deemed to be properly served if the same be personally delivered or mailed to the following address:

A. If to Grantee:  
International Transmission Company  
27175 Energy Way  
Novi, Michigan 48377  
Attention: Legal Department

B. If to Grantor:  
Kamps Real Estate Ventures, LLC  
2900 Peach Ridge Ave., NW  
Grand Rapids, MI 49534  
Attention: President

9. Amendments. This Easement may be amended, modified, or supplemented only by written agreement between the parties. This Easement was negotiated by the parties with the benefit of legal representation and therefore is agreed to be mutually drafted.

10. Governing Law. The parties agree that this Easement shall be governed by the laws of the State of Michigan.

11. Prior Encumbrances. This Easement is granted subject to any existing leases, licenses, easements and any other interest in Grantor's Land.

12. Counterparts. This Easement may be signed in one or more counterparts, each of which shall be an original. A counterpart of this Easement with separate but fully executed signature pages attached thereto shall have the full force and effect of an original executed instrument.

2nd IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of July, 2014.

**Grantor:**

**Kamps Real Estate Ventures, LLC**, a Michigan limited liability company

By: [Signature]  
Printed: Ken Haines  
Its: CFO

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF Kent )


Acknowledged before me in County, Michigan, on this 2nd day of July, 2014, by Ken Haines of Kamps Real Estate Ventures, LLC, a Michigan limited liability company, its CFO.

[Signature]  
Lauri L. Johns, Notary Public  
Kent County, Michigan  
Acting in Kent County, Michigan  
My Commission Expires 04/15/2018

**Grantee:**

**INTERNATIONAL TRANSMISSION COMPANY**, a Michigan corporation, d/b/a *ITCTransmission*

By: ITC Holdings Corp., a Michigan corporation, its sole owner

By: 


Christine Mason Soneral

Its: Vice President and General Counsel – Utility Operations

STATE OF MICHIGAN    )  
  )ss.  
COUNTY OF OAKLAND    )

Acknowledged before me in Oakland County, Michigan, this 26<sup>TH</sup> day of August, 2014, by Christine Mason Soneral, Vice President and General Counsel-Utility Operations, of ITC Holdings Corp., a Michigan corporation, the Sole Owner of International Transmission Company, a Michigan corporation.

BARBARA A. MENTION  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Nov 29, 2014  
ACTING IN COUNTY OF OAKLAND

  
\_\_\_\_\_, Notary Public  
OAKLAND County, Michigan  
Acting in Oakland County  
My Commission Expires: Nov. 29, 2014

*Prepared By:*  
Rebecca L. Takacs (P60335)  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377

*When Recorded Return To:*  
Elaine Clifford  
ITC Holdings Corp.  
27175 Energy Way  
Novi, MI 48377



# EXHIBIT "A"



Thank you,

Michael D. Schira  
[MSchira@nsi-consulting.com](mailto:MSchira@nsi-consulting.com)

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

June 22, 1972

Mr. J. T. Collinson,  
General Manager, Chief Engineer  
Chesapeake and Ohio Railway Company  
P. O. Box 1800  
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

One 120,000-volt transmission circuits with one ground wire. (Crossing No. 2)

Specific Location

In private property 2120 feet North of Plymouth Road and 1350 feet East of Evergreen Road.

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post \_\_\_\_\_

City/Village ~~XXXXX~~ **Detroit** \_\_\_\_\_ Township \_\_\_\_\_

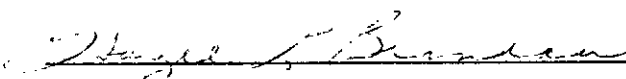
County **Wayne** \_\_\_\_\_ Detroit Edison Plan Attached **EX-2897B** \_\_\_\_\_

This is a New Crossing  \_\_\_\_\_ This is a Reconstruction of Existing Crossing \_\_\_\_\_

Previous Agreement Information (if any) Date \_\_\_\_\_ (R. R. Plan) \_\_\_\_\_

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested **in duplicate** \_\_\_\_\_  
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.



I. W. Gamble, Assistant to Director  
Real Estate and Rights of Way Department

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

June 22, 1972

Mr. J. T. Collinson, General Manager  
and Chief Engineer  
Chesapeake and Ohio Railway Company  
P. O. Box 1800  
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

One 120,000-volt transmission circuits with one ground wire. (Crossing No. 3)

Specific Location

In private property 2820 feet North of Plymouth Road and 930 feet East of Evergreen Road.

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post \_\_\_\_\_

City/Village ~~XXXX~~ **Detroit** \_\_\_\_\_ Township \_\_\_\_\_

County **Wayne** \_\_\_\_\_ Detroit Edison Plan Attached **RX-2697B** \_\_\_\_\_

This is a New Crossing  \_\_\_\_\_ This is a Reconstruction of Existing Crossing \_\_\_\_\_

Previous Agreement Information (if any) Date \_\_\_\_\_ (R. R. Plan) \_\_\_\_\_

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested **in duplicate** \_\_\_\_\_  
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

*I. W. Gamble*  
I. W. Gamble, Assistant to Director  
Real Estate and Rights of Way Dept.

HB:cmk

RECORDED RIGHT OF WAY 1223148

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

TO RECORDS CENTER: April 15, 1971

Attached is fully executed copy of ~~agreement/permit~~ <sup>letter rider</sup> from:

The Chesapeake and Ohio Railway Company Railroad File No. 131-4-11587

Facilities Covered:

Crossing No. 1 - Two 120,000-volt transmission circuits with one ground wire.

Crossing No. 2 - Two 120,000-volt transmission circuits with one ground wire.

Specific Location:

Crossing No. 1 - In private property approximately 350 feet East of Evergreen and 1000 feet South of Schoolcraft.

Crossing No. 2 - In private property approximately 350 feet East of Evergreen and 1300 feet South of Schoolcraft.

R. R. Valuation Station 445 + 40 Mile Post \_\_\_\_\_

City/Village Detroit Township \_\_\_\_\_

County Wayne Detroit Edison Plan No. RX-2904A

~~Agreement/Permit~~ <sup>Letter rider</sup> Date March 18, 1971 R. R. Plan No. Used DECo. Plan

Preparation Fee None Annual Rental Remains the same

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. \_\_\_\_\_

This is ~~a~~ Supplemental ~~Agreement~~ and is to be made a part of R/W 23148

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

RECORDS CENTER  
RECEIVED APR 28 '71  
TICKLER MADE  
CLASSIFIED  
CN:dmk.

I. W. Gamble  
I. W. Gamble, Supervisor of Rights of Way  
*Beilford Sup.*  
*See #6*  
*NW 1/4, NW 1/4 of*

RECORDED RIGHT OF WAY NO. 23148



THE CHESAPEAKE AND OHIO RAILWAY COMPANY  
THE BALTIMORE AND OHIO RAILROAD COMPANY

ONE NORTHLAND PLAZA  
SOUTHFIELD, MICHIGAN 48075

WILLIAM HENSCHELL, JR.  
GENERAL MANAGER

March 18, 1971

File: 131-4-11587 IF/37

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 49226

Gentlemen:

This refers to our agreement dated April 2, 1965, covering an electric transmission line on, along, over and across railway right of way, tracks and wires in the cities of Detroit and Dearborn, Michigan, and to your recent request to re-conductor the said transmission line covered by the aforesaid agreement as shown on your Drawing RX-2904A, revised March 4, 1971, attached hereto and made a part hereof.

This will constitute Railway's consent and approval of the said re-conductoring 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

By *W. Henschell*  
General Manager

ASSIST. GENERAL ATTORNEY

APPROVED AS TO FORM RIGHT OF WAY NO. 23148

The foregoing is hereby acknowledged and agreed to this 15th day of April, 1971.

THE DETROIT EDISON COMPANY

By *W. C. Arnold*  
Director  
Real Estate and Rights of Way Department

*W. Henschell*

APPROVED: *W. Henschell*  
Superintendent  
Approved  
*W. L. Davis*



DATA SHEET TO ACCOMPANY DRAWING RX-2904A

Revision of Crossing RX-2904

Covered Under Permit ED-2-8-3122 Dated 11-20-52

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Warren-Evergreen #1 and the Evergreen-Hines steel tower line over the C&O Railroad in Detroit, Michigan at the following locations:

Crossing No. 1. Located approximately 350' east of Evergreen and 1000' south of Schoolcraft.

Crossing No. 2. Located approximately 350' east of Evergreen and 1300' south of Schoolcraft.

Circuits

Two 120,000 volt, 60-cycle, 3-phase, 3-wire transmission circuits with one ground wire.

Towers and Crossarms

Steel towers and crossarms as per attached dwgs T-2428 and T-2955.

Conductors

Six: 954 54/7 ACSR and 1-3/8" 7 strand steel ground wire.

Insulators

Suspension and deadend details as per dwg 2904B.

Guy and Guy Attachments

None

East and West side of towers recondctored to 954 ACSR.

APPROVED  
E. M. Hastings, Jr.  
UTILITY ENGINEER

System Engineering Dept  
CVP/ct 3/8/71

RECORDED RIGHT OF WAY NO. 23148

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

March 23, 1971

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 Railway Company in the City of Detroit, Wayne County, Michigan.**

Crossing No. 1

Two 120,000-volt transmission circuits with one ground wire located in private property approximately 350 feet East of Evergreen and 1000 feet South of Schoolcraft

**Railroad Valuation Station 445 + 40**

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. Dated 3-18-71 R.R. File No. 131-4-11587
- 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. ED2-8-3122 dated 11-20-52
- This is a new crossing.

Reference number of construction drawing is RX- 2904A

Yours very truly,

Permit No. ED2-8-6775  
Date 3-29-71  
By MPSC

*I. W. Gambie*  
JB

**I. W. Gambie**  
Supervisor of Rights of Way  
Real Estate and Rights of Way Dept

RECORDED RIGHT OF WAY  
23148

Check in circle indicates statement applicable.

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

March 23, 1971

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 Railway Company in the City of Detroit, Wayne County, Michigan.**

Crossing No. 2

Two 120,000-volt transmission circuits with one ground wire located in private property approximately 350 feet East of Evergreen and 1300 feet South of Schoolcraft.

**Railroad Valuation Station 445 + 40**

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. **Dated 3-18-71**  
**R.R. File No. 121-4-11587**
- 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. **ED2-8-3122** dated **11-20-52**
- This is a new crossing.

**HD:cmk** Reference number of construction drawing is **RX- 2904A**

Yours very truly,

Permit No. **ED2-8-6776**

Date **3-29-71**

By **MPSC**

*I. W. Gamble*  
*JLB*

**I. W. Gamble**  
**Supervisor of Rights of Way**  
**Real Estate and Rights of Way Dept.**

Check in circle indicates statement applicable.

RECORDED RIGHT OF WAY  
23148

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

March 11, 1971

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

### Proposed Overhead Wire Crossing:

Two 120,000-volt transmission circuitw with one ground wire. (Crossing No. 1)

Station: \_\_\_\_\_ Opposite 445 plus 40 \_\_\_\_\_  
Location: \_\_\_\_\_ D.E. Spur \_\_\_\_\_  
Sub-Division: \_\_\_\_\_ West Detroit Branch \_\_\_\_\_  
Date: \_\_\_\_\_ 3-18-71 \_\_\_\_\_

*R. C. Tench*  
Chief Engineer

Your File \_\_\_\_\_ RX-2904-A \_\_\_\_\_  
C. & O. File \_\_\_\_\_ 1014-11587 \_\_\_\_\_

### Specific Location

In private property approximately 350 feet East of Evergreen and 1000 feet South of Schoolcraft.

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post \_\_\_\_\_

City/Village ~~Wayne~~ **Detroit** \_\_\_\_\_ Township \_\_\_\_\_

County **Wayne** \_\_\_\_\_ Detroit Edison Plan Attached **RX-2904A** \_\_\_\_\_

This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing **X** \_\_\_\_\_

Previous Agreement Information (if any) Date **April 2, 1965** (R. R. Plan) **Used DECo. Plan**

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested **in duplicate** \_\_\_\_\_  
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

*I. W. Gamble*

I. W. Gamble, Supervisor of Rights of Way  
Real Estate and Rights of Way Department

RECORDED RIGHTS OF WAY  
23142

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO: **March 11, 1971**

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

Proposed Overhead Wire Crossing:

**Two 120,000-volt transmission circuits with one ground wire. (Crossing No. 2)**

Station: Opposite 445 plus 40  
Location: \_\_\_\_\_  
Sub Division: West Detroit Branch  
Division: \_\_\_\_\_  
M.P.S.C. Hearing Waived 3-18-71

*R. C. Tench*  
Chief Engineer-System

Your File RX-2904-A  
C. & O. File 131-4-11587

Specific Location

**In private property approximately 350 feet East of Evergreen and 1300 feet South of Schoolcraft.**

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post \_\_\_\_\_

City/Village Detroit Township \_\_\_\_\_

County Wayne Detroit Edison Plan Attached RX-2904A

This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date April 2, 1965 (R. R. Plan) Used DECo. Plan

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested in duplicate  
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

*I. W. Gamble*  
**I. W. Gamble, Supervisor of Rights of Way**  
**Real Estate and Rights of Way Department**

RECORDED RIGHT OF WAY  
23148

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

March 11, 1971

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

Proposed Overhead Wire Crossing:

Two 120,000-volt transmission circuitw with one ground wire. (Crossing No. 1)

Specific Location

In private property approximately 350 feet East of Evergreen and 1000 feet South of Schoolcraft.

R. R. Valuation Station 445 + 40 R. R. Mile Post D.E Spur

City/Village Detroit Township \_\_\_\_\_

County Wayne Detroit Edison Plan Attached RX-2904A

This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date April 2, 1965 (R. R. Plan) Used DECo. Plan

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested in duplicate  
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

I. W. Gamble  
I. W. Gamble, Supervisor of Rights of Way  
Real Estate and Rights of Way Department

RECORDED RIGHT OF WAY 23148

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

March 11, 1971

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

Proposed Overhead Wire Crossing:

Two 120,000-volt transmission circuits with one ground wire. (Crossing No. 2)

Specific Location

In private property approximately 350 feet East of Evergreen and 1300 feet South of Schoolcraft.

R. R. Valuation Station 445 + 40 R. R. Mile Post \_\_\_\_\_  
City/Village ~~Village~~ Detroit Township \_\_\_\_\_  
County Wayne Detroit Edison Plan Attached EX-2904A

This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date April 2, 1965 (R. R. Plan) Used DECo. Plan

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested in duplicate  
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

I. W. Gamble  
I. W. Gamble, Supervisor of Rights of Way  
Real Estate and Rights of Way Department

RECORDED RIGHT OF WAY 23148

STATE OF MICHIGAN  
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Wire-Crossing Permit No. **ED2-8-6775** .....

In Re Application of **The Detroit Edison Company**  
**2000 Second Avenue**  
**Detroit, Michigan 48226**

Pursuant to Act No. 171 of the Session Laws of 1893, as amended, application having been made to Michigan Public Service Commission by said

**The Detroit Edison Company**

for permission to string wires across the tracks of the

**Chesapeake and Ohio Railway Company**

and said

**The Detroit Edison Company** having conformed to the Commission's rules governing the filing of notices and issuing of permits for the construction of electrical lines and said rail way company having waived the right of notice and hearing provided for in said act

THEREFORE, It is ordered that said

**The Detroit Edison Company**

be permitted to string the following described wires across the tracks of said railroad at the following described place:

City of  
Detroit

County of  
Wayne

State of  
Michigan

**Crossing No. 1**  
**Crossing of two (2) 120 kV, 60 Hz, 3 phase, 3 wire, transmission circuits, known as Warren-Evergreen #1 and Evergreen-Hines circuits, on one (1) double circuit steel tower line, with one (1) ground wire, located in private property at a point approximately 350' east of Evergreen and 1000' south of Schoolcraft**  
**6 - 954 MCM 54/7 ACER phase conductors**  
**1 - 3/8" 7 strand steel ground wire**

Per Drawing RX-2904A

as indicated on the attached plans, when, as and if approved.

At the point of crossing said wires shall be installed in accordance with this Commission's rules and regulations.

Given under our hands and the Official Seal of this Commission at the City of Lansing, State of Michigan, this twenty-ninth day of March  
A.D. 1971

MICHIGAN PUBLIC SERVICE COMMISSION

.....  
**Willis F. Ward**.....  
Chairman,

.....  
**William A. Boos, Jr.**.....  
Commissioner,

.....  
**Lenton G. Sculthorp**.....  
Commissioner.

Countersigned

.....  
**Karl B. Kicomprens**.....  
Secretary

RECORDED RIGHT OF WAY 23148



STATE OF MICHIGAN SS.  
Office of the Michigan Public Service Commission

I, Earl B. Klomparens, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of **Railroad Wire Crossing Permit**

No. **ED2-8-6775**

with the original, and that it is a true and correct transcript therefrom, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Commission, at Lansing, this **twenty-ninth** day of **March** in the year of our Lord one thousand nine hundred **seventy-one**

*Earl B. Klomparens*  
Secretary

RECORDED RIGHT OF WAY

23148

DATA SHEET TO ACCOMPANY DRAWING RX-2904A

Revision of Crossing RX-2904

Covered Under Permit ED-2-8-3122 Dated 11-20-52

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Warren-Evergreen #1 and the Evergreen-Hines steel tower line over the C&O Railroad in Detroit, Michigan at the following locations:

Crossing No. 1. Located approximately 350' east of Evergreen and 1000' south of Schoolcraft.

Crossing No. 2. Located approximately 350' east of Evergreen and 1300' south of Schoolcraft.

Circuits

Two 120,000 volt, 60-cycle, 3-phase, 3-wire transmission circuits with one ground wire.

Towers and Crossarms

Steel towers and crossarms as per attached dwgs T-2428 and T-2955.

Conductors

Six: 954 54/7 ACSR and 1-3/8" 7 strand steel ground wire.

Insulators

Suspension and deadend details as per dwg 2904B.

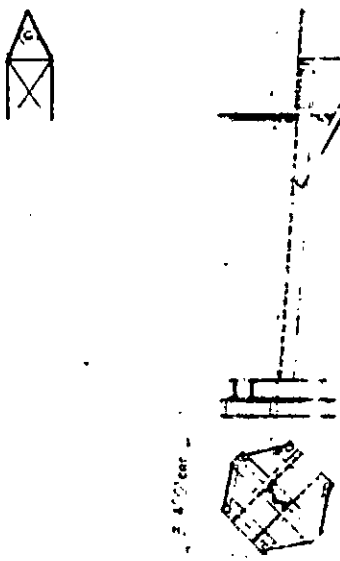
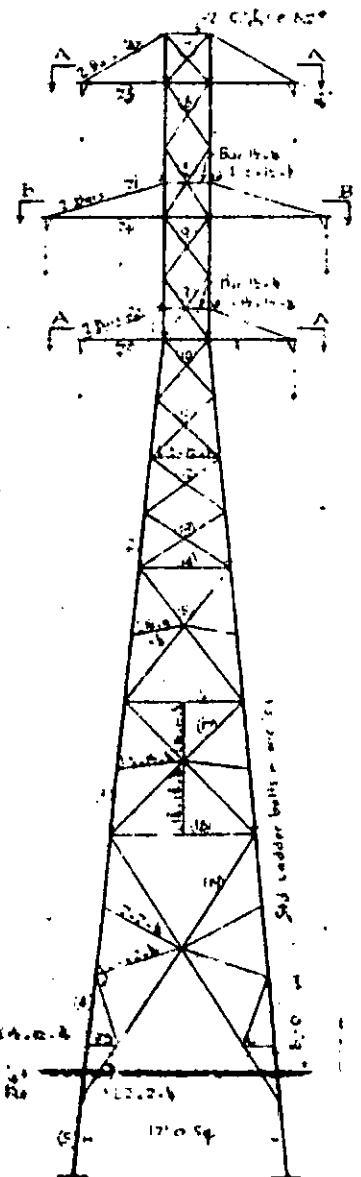
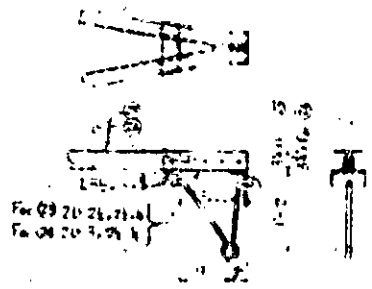
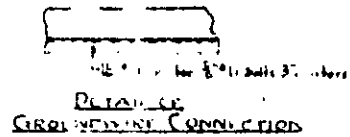
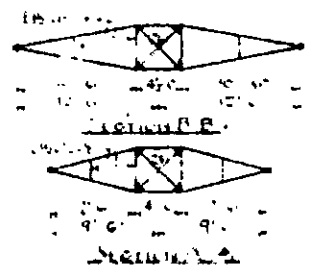
Guy and Guy Attachments

None

East and West side of towers reconductored to 954 ACSR.

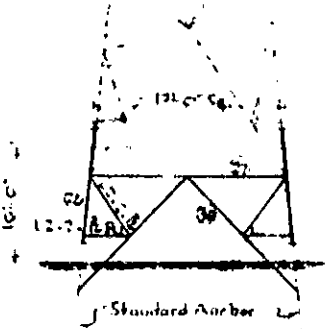
System Engineering Dept  
CVP/ct 3/8/71

RECORDED RIGHT OF WAY 23148

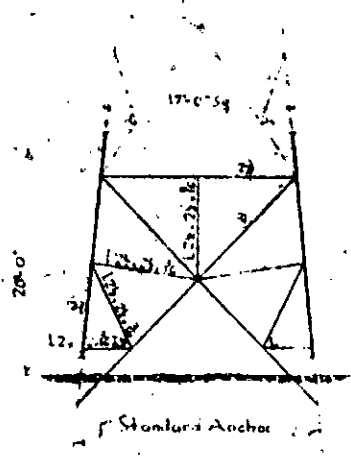


DETAIL AT ENDS OF CROSSARMS

**GRILLAGE MATERIAL**  
 2 7 X 7 X 9/16" PL  
 1 C CHANNEL 8" X 3 1/2"  
 1 C CHANNEL 12" X 3"  
 4 1/2" X 3/4" B.L.T.



10'-0" EXTENSION

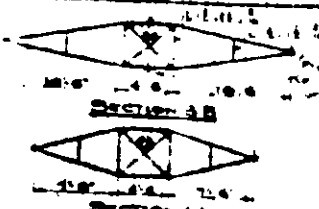


20'-0" EXTENSION

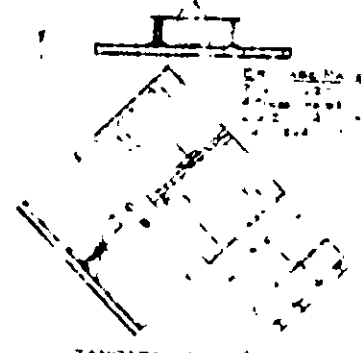
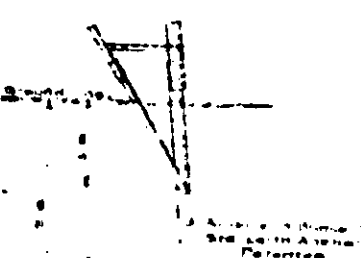
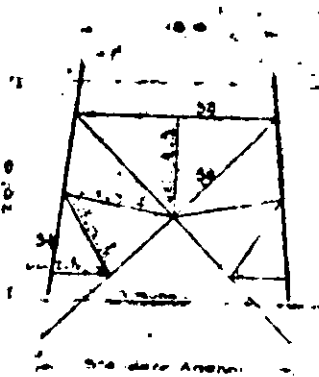
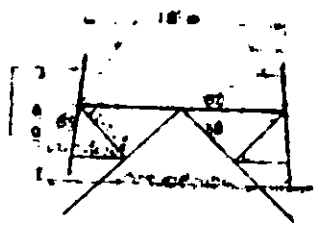
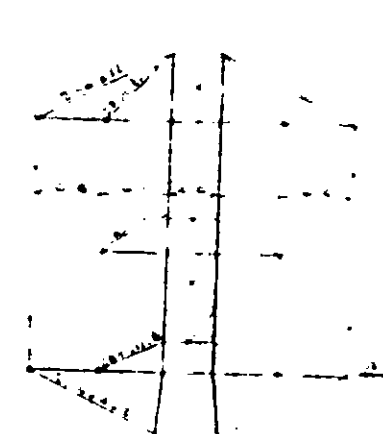
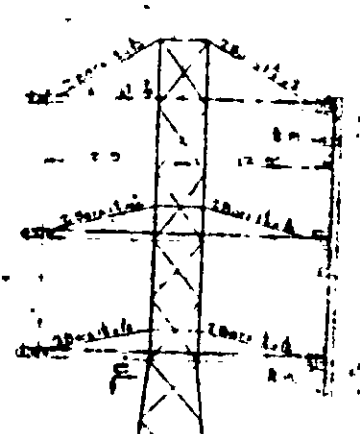
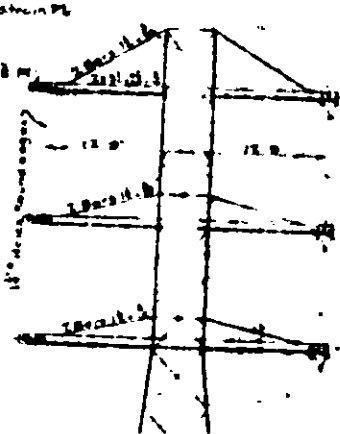
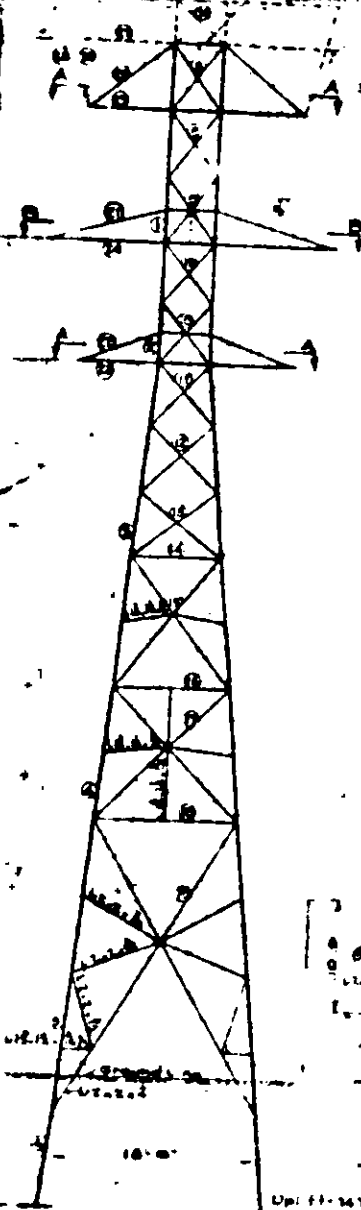
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26	10	10	10
27	10	10	10
28	10	10	10
29	10	10	10
30	10	10	10
31	10	10	10
32	10	10	10

1. Tower designed for 100 mph wind  
 2. Tower with maximum height of 45 ft  
 3. Tower with a 7500 sq ft area of  
 4. Tower with a 7500 sq ft area of  
 5. Tower with a 7500 sq ft area of  
 6. Tower with a 7500 sq ft area of  
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 29. Tower with a 7500 sq ft area of  
 30. Tower with a 7500 sq ft area of  
 31. Tower with a 7500 sq ft area of  
 32. Tower with a 7500 sq ft area of

**TRANSMISSION TOWERS**  
 THE ELECTRIC POWER COMPANY  
 TRANSMISSION TOWER FILE NO.  
 AMERICAN BRIDGE CO.  
 DRAWING NO. 2-1000  
 DRAWING TITLE  
 DATE



DETAIL AT TOP CROSSARM



NOTES  
 1. All steel work shall be of the best quality obtainable.  
 2. All rivets shall be of the best quality obtainable.  
 3. All bolts shall be of the best quality obtainable.  
 4. All nuts shall be of the best quality obtainable.  
 5. All washers shall be of the best quality obtainable.  
 6. All angles shall be of the best quality obtainable.  
 7. All plates shall be of the best quality obtainable.  
 8. All bolts shall be of the best quality obtainable.  
 9. All nuts shall be of the best quality obtainable.  
 10. All washers shall be of the best quality obtainable.

TRANSMISSION TOWERS  
 DETROIT - EDISON CO.

STRAIN TOWER E

APPROXIMATE

100'

\*\*\*FINAL SAG TABLE\*\*\*

\*\*\* 954 MCM ACSR 54/7 \*\*\*

EVERGREEN STATION #3463-#3467 & DROP TO POS HQ

SPANS ARE IN FEET. SAGS ARE IN FEET.

THE CONTROLLING CONDITION IS 3000. LBS. OF INITIAL TENSION AT 0. DEGREES. (TEMPERATURE-LOAD INDEX OF 1)

ACTUAL SPANS FOR THIS RULING SPAN, 310. FT., ARE GIVEN ALONG THE TOP MARGIN AND TEMPERATURES ALONG THE LEFT MARGIN

	298.	321.
0.F	10.11	11.73
0.F	9.80	11.37
0.F	10.02	11.63
30.F	10.28	11.93
60.F	10.74	12.47
90.F	11.19	12.98
120.F	11.53	13.38
257.F	12.61	14.63

RECORDED RIGHT OF WAY 23148

INTERDEPARTMENT CORRESPONDENCE

General Engineering Department  
Lines Engineering Division

January 30, 1970

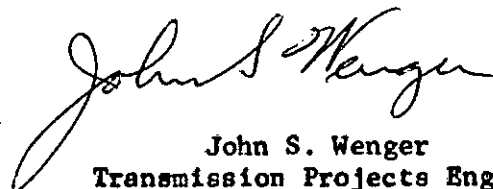
Memorandum to: Mr. Jack Gallagher  
344 G.O.

Re: Tower Relocation in the Vicinity of  
Evergreen and Jeffries Freeway Involving the  
C.&O. R.R. (January 23, 1970 memo).

Enclosed are two prints of drawing E05-7046 which shows the existing route and the proposed relocation of the Warren-Evergreen I 120 KV tower line. Please forward these drawings to Mr. Tench of the C.&O. R.R.

These plans have been reviewed by Mr. Art Russell, District Engineer, of the C.&O. R.R. and meet with his approval. It is our intent to forward these plans to the Michigan Department of State Highways in late February for their approval. Our plans of the relocation do show that the tower north of the freeway is located away from the proposed yard office. On the south side of the Jeffries Freeway the towers have been located to avoid future track expansion by the C.&O. R.R.

We would appreciate any comments that Mr. Tench may have regarding the proposed plans.

  
John S. Wenger  
Transmission Projects Engineer

BFC/cjb

cc: I. W. Gamble  
J. A. Haddow

RECORDED RIGHT OF WAY NO. 1000117 23148

INTERDEPARTMENT CORRESPONDENCE

April 26, 1965

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company

Facilities Covered:

*Warren - Evergreen 120 KV Transmission Line  
Three poles and anchor guys on Austin oil company leased  
property from C + O Ry Co.*  
**FIRST CIRCUIT**

Specific Location:

From our Warren Station to our Evergreen Station.

R.R. Valuation Station \_\_\_\_\_ Mile Post \_\_\_\_\_  
Dearborn and

City/~~Village~~ Detroit Township \_\_\_\_\_

County Wayne Detroit Edison Plan No. ED-1095

Agreement/~~Permit~~ Date April 2, 1965 R.R. Plan No. \_\_\_\_\_

Preparation Fee \$25.00 Annual Rental \$771.50

Supersedes and Cancels Agreement dated September 25, 1952 R/W No. 14664

REFERRED TO is a Supplemental Agreement and is to be made a part of R/W \_\_\_\_\_

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

Redford Twp.  
Sec. 26  
" "  
Sec. 35  
Sec. 36  
MAY 5 1965

GEN'L. ACCTG. DEPT.  
ENTERED - ~~CANCELLED~~  
CONTRACT BOOK NO. 20148  
DATE 6-23-65  
BY [Signature]  
CHECKED BY [Signature]

RECORDS CENTER  
RECEIVED MAY 3 1965  
TICKLER MADE  
CLASSIFIED  
I. W. Gamble, Supervisor of Rights of Way  
Properties and Rights of Way Dept.

Springwells Twp.  
Sec. 6; SW 1/4 of  
Sec. 7; N 1/2 of

RECORDED RIGHT OF WAY NO. 23148



THE CHESAPEAKE AND OHIO 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.

January 25, 1965 - YE/24  
File: 187-3-W-397

The Detroit Edison Company  
2000 Second Avenue  
Detroit 26, Michigan


Attn: Mr. I. W. Gamble

Gentlemen:

Reference is made to your letter of January 20, 1965, advising that you have secured permission from our lessee to install three poles and one anchor guy on Chesapeake and Ohio Railway Company property leased to the Austin Oil Corporation in the City of Detroit, Wayne County, Michigan.

The Chesapeake and Ohio Railway Company hereby grants The Detroit Edison Company permission to install three poles, one anchor guy and related equipment on property leased to the Austin Oil Corporation.

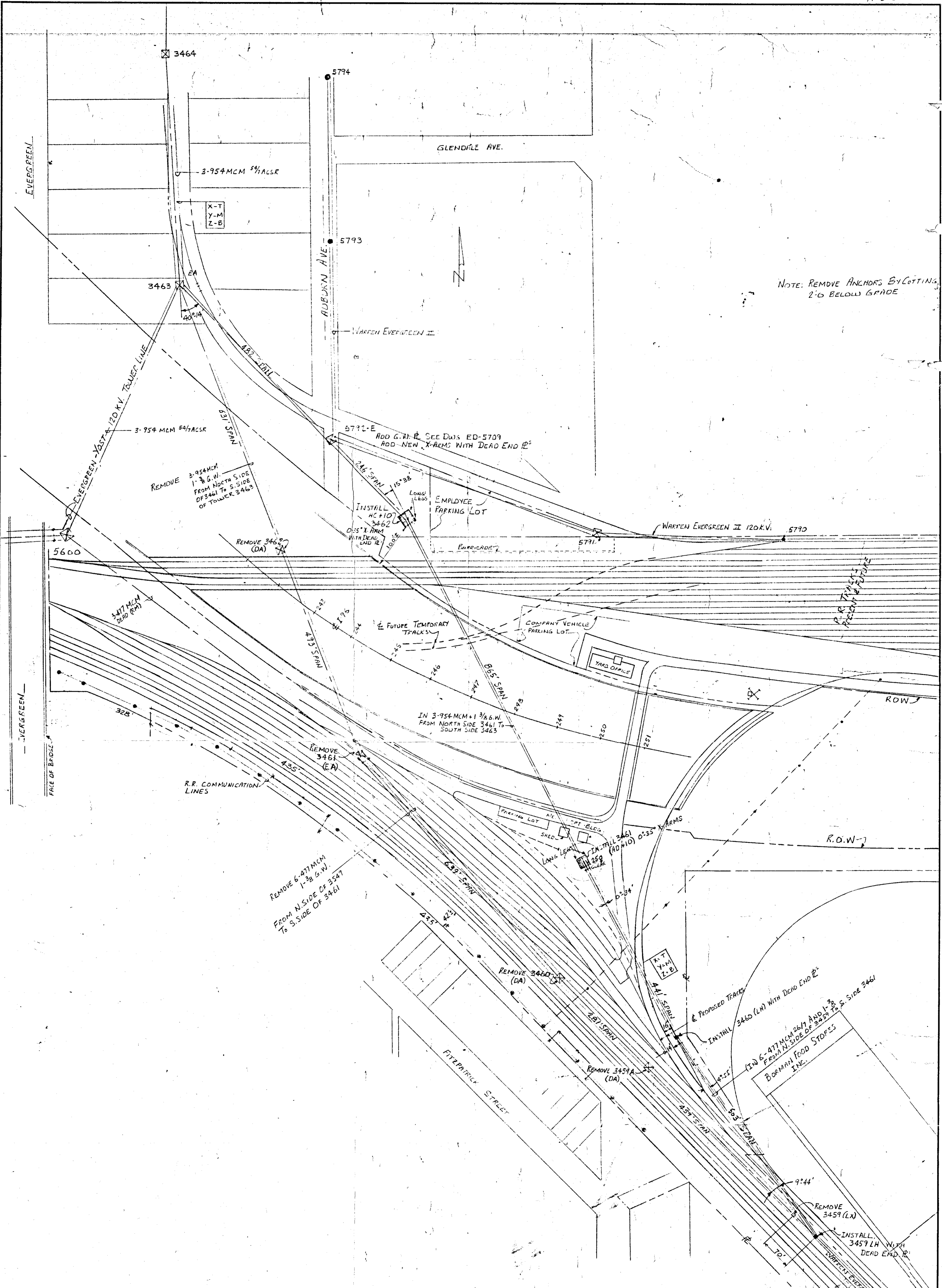
Yours very truly,

  
T. L. Carlson  
General Superintendent  
Signals and Communications

RECORDED RIGHT OF WAY NO. 23148

*File in Records Center with agreement when rec'd.*





NOTE: REMOVE ANCHORS BY CUTTING, 2'-0" BELOW GRADE

NO DAMPERS REQUIRED  
STRINGING DATA

SPAN FEET	30°	60°	90°	120°	30°	60°	90°	120°	
865'	60°T-3940 H.L.T.=8500*	28.0	29.4	30.7	32.0	20.6	22.8	25.1	27.3
246'	60°T-3980 H.L.T.=8000*	1.9	2.4	3.0	3.5	1.0	1.2	1.5	1.8
482'	60°T-3810 H.L.T.=8000	8.6	9.5	10.6	11.5	7.6	8.3	9.0	9.7
441'	60°T-1960 H.L.T.=6000*	7.1	8.1	9.1	9.9	6.4	7.1	7.7	8.2
503'	60°T-1970 H.L.T.=6000*	9.2	10.5	11.7	12.8	8.5	9.2	10.0	10.7

RECORDED RIGHT OF WAY  
23148

INDICATES NEW TOWER INSTALLATIONS

THE BILLABLE WORK SHOWN ON THIS DRAWING FOR RELOCATING 120KV LINE IS ALSO THE ACTUAL WORK TO BE DONE

Rx 3897B  
XING No.1 (3459-3460)  
" No.2 (3460-3461)  
" No.3 (3461-3462)

LETTING DATE JULY, 1972 THIS DRWG REVISED 6-13-72

WAYNE COUNTY  
REDFORD TWP  
TISROE  
SECTION 1, 26  
X02 OF 82122K

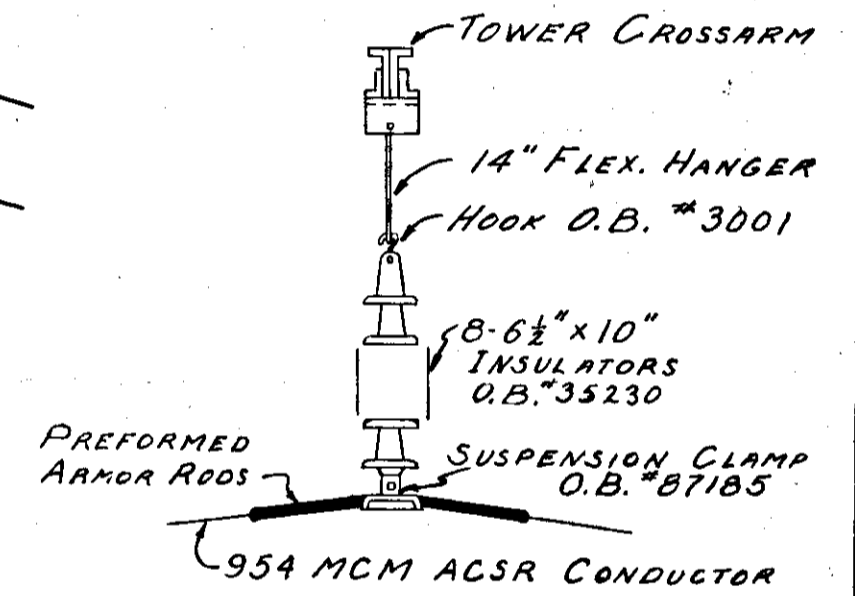
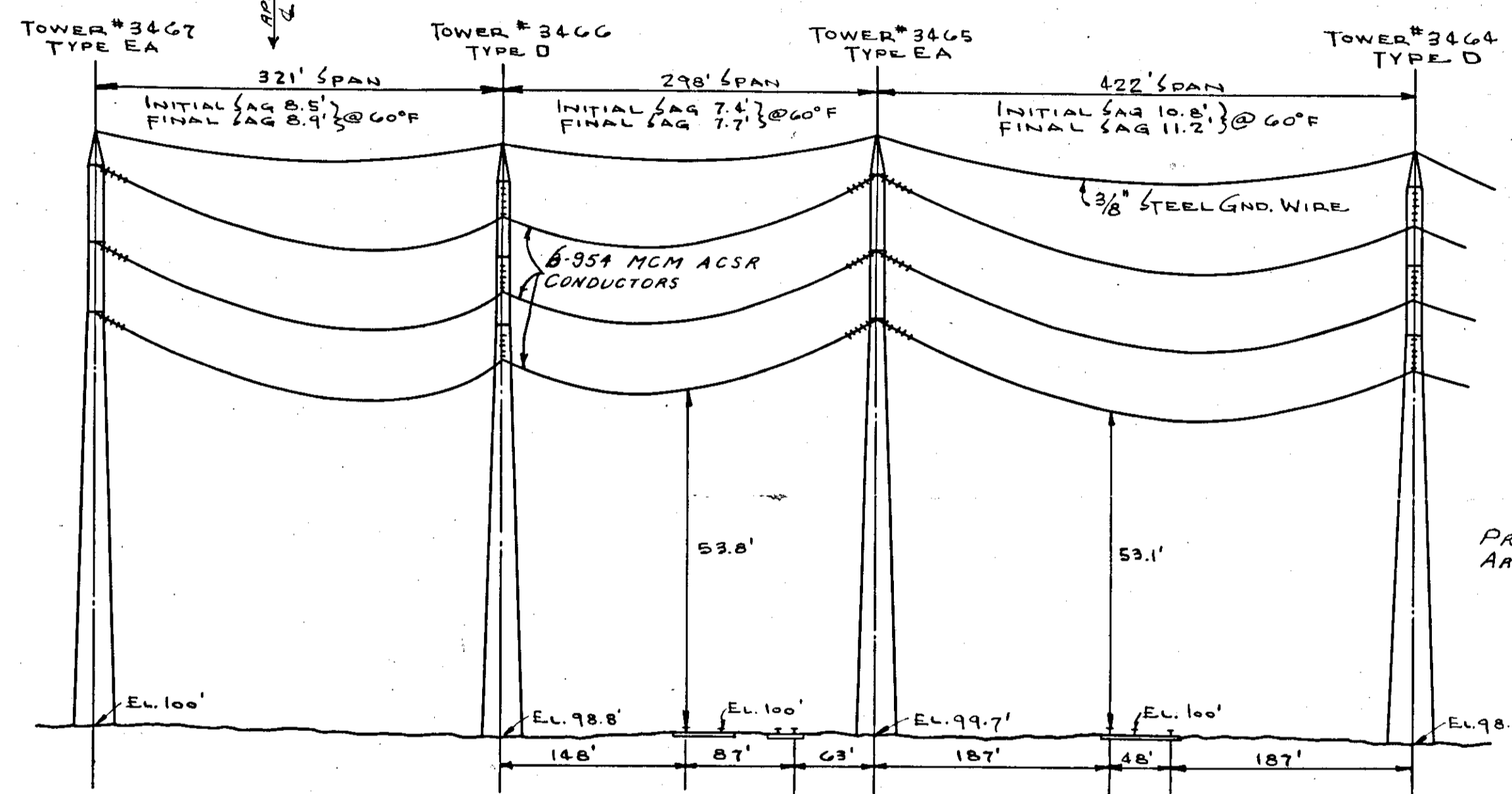
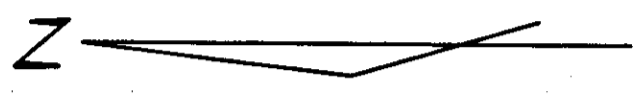
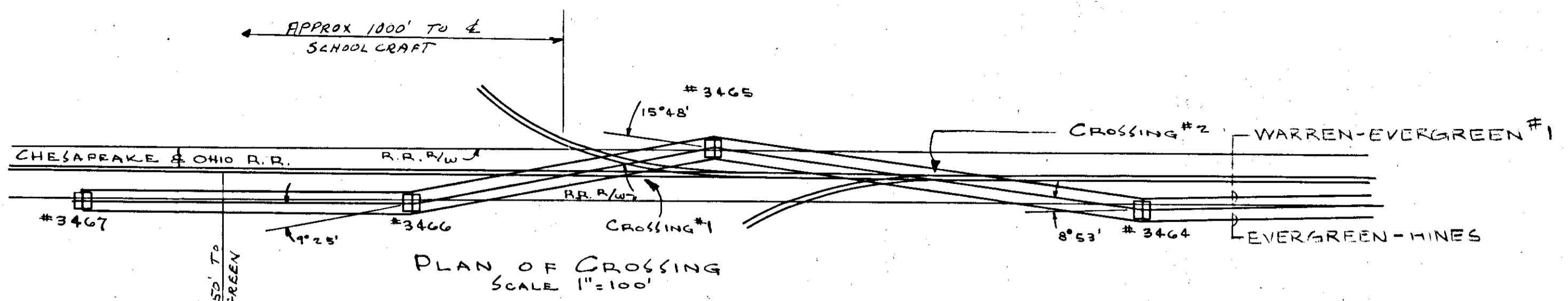
STATE ROAD PROJECT: I-96  
PORTION AT SURVEY STA. 247+  
FEDERAL PROJECT I-96-4 49(212) ITEM 712  
CONTROL SECTION 82122K  
CITY OF DETROIT

APPROVED	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT
LAYOUT BY W. J. THRASHER	DRAWN BY W. J. THRASHER
DATE 12-9-71	DRAWING NUMBER ED5-7880
SCALE 1"=100'	

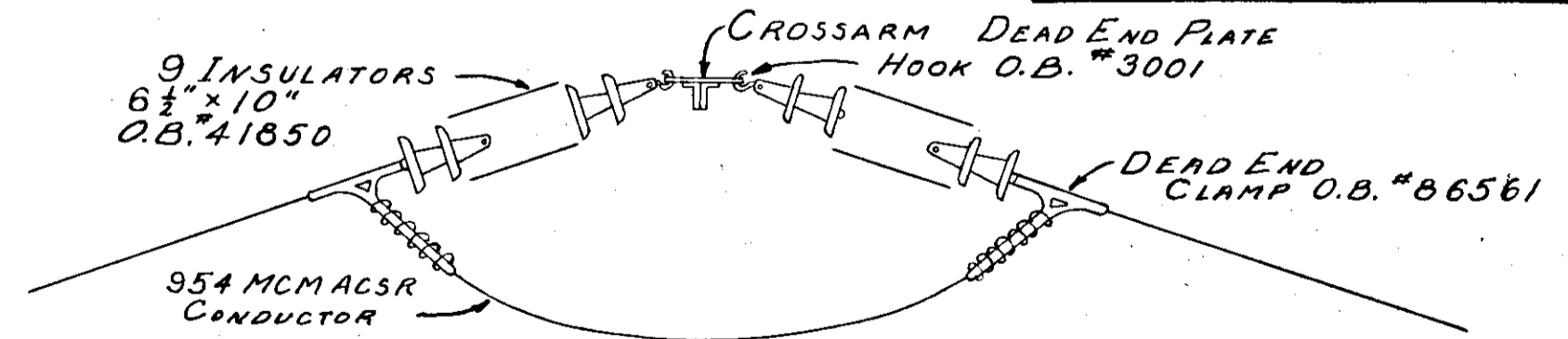
APPROVED  
Superintendent  
*[Signature]*

R 23148 ~~8~~

RECORDED RIGHT OF WAY NO. 23148



**APPROVED**  
FOR  
MICHIGAN PUBLIC SERVICE COMMISSION  
*[Signature]*  
DIRECTOR OF PUBLIC UTILITIES  
FILE BD2-8-6775 DATE 3-29-71



RECORDED RIGHT OF WAY 23148

CITY DETROIT  
COUNTY WAYNE  
RX-2904  
PERMIT ED2-8-3122  
DATED 11-20-52

REVISED 3-4-71

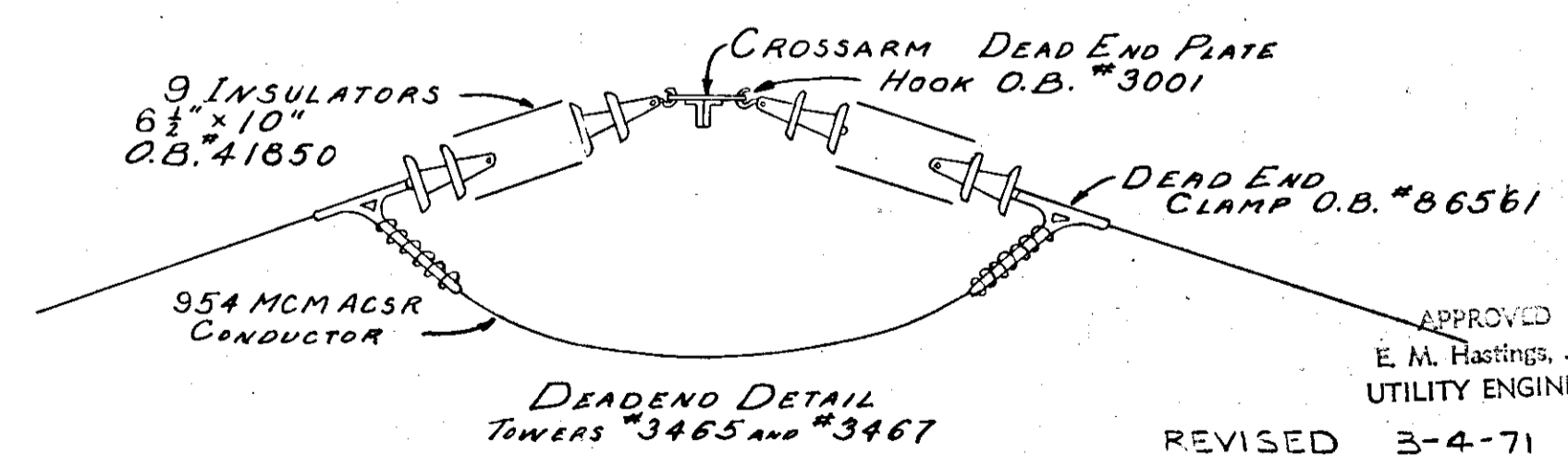
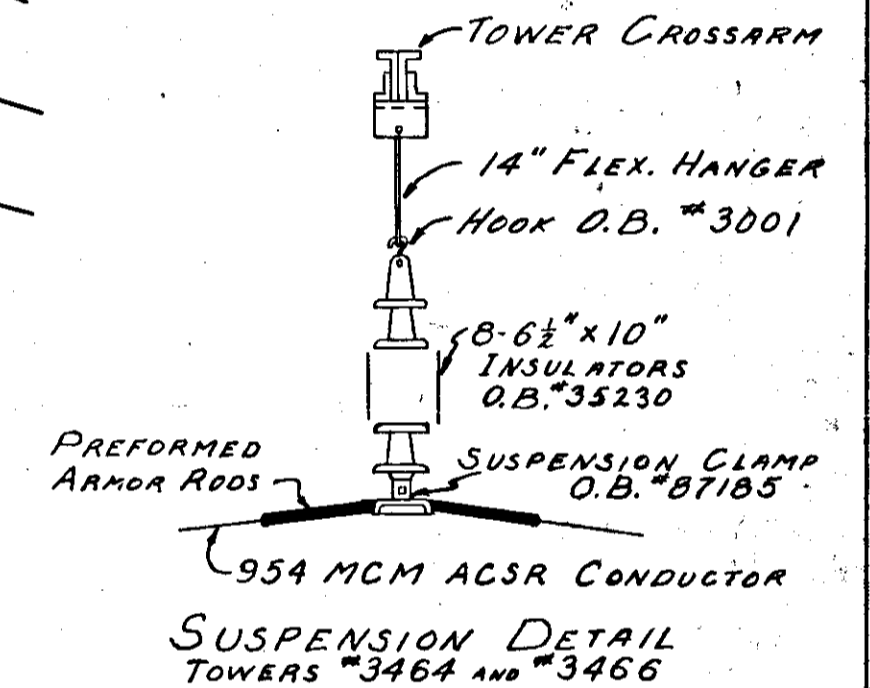
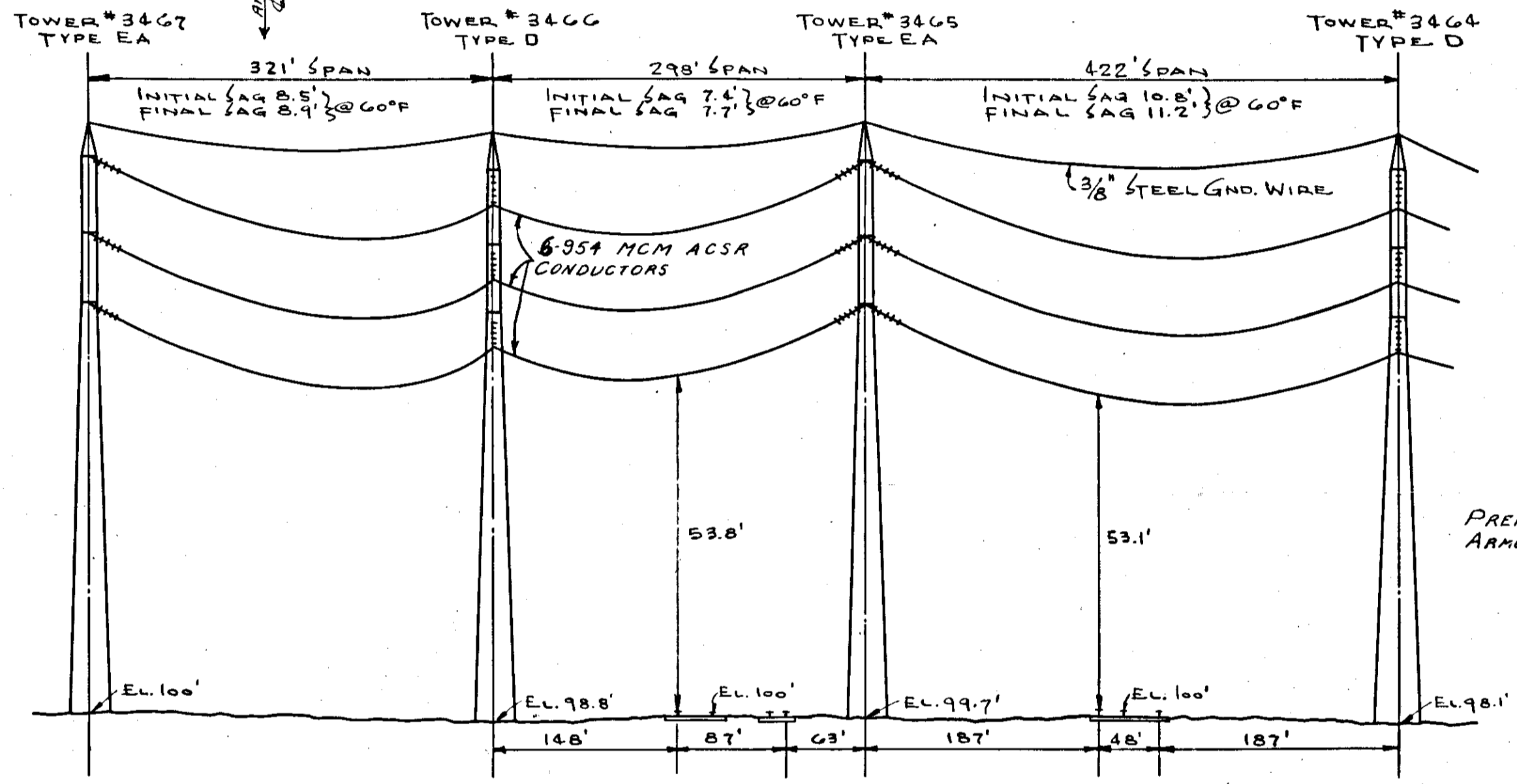
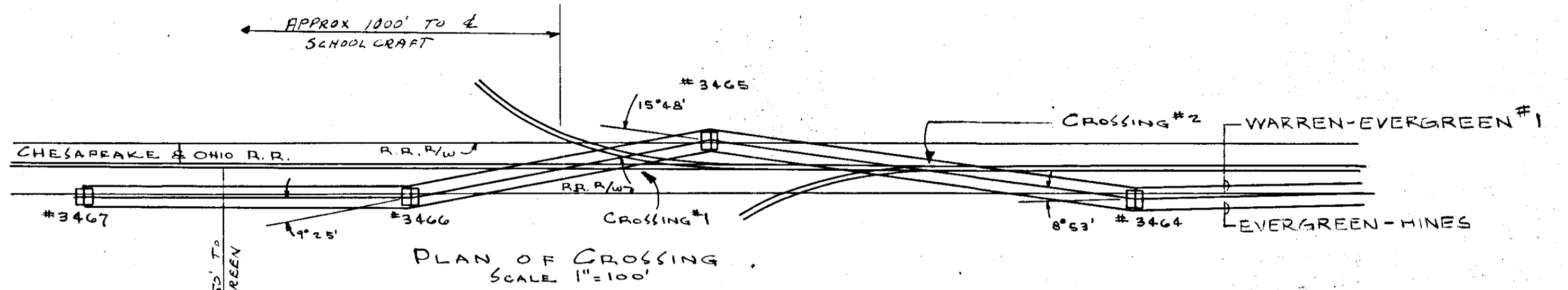
THE DETROIT EDISON COMPANY  
PLAN SUBMITTED TO MICHIGAN  
PUBLIC SERVICE COMMISSION  
FOR 120,000 VOLT CROSSING  
OVER CHESAPEAKE & OHIO R.R.  
DRAWN BY *[Signature]* DATE 10-23-52  
CHECKED BY ALM DATE 10-23-52

PERMIT NO. RX-2904-11

RECORDED RIGHT OF WAY 23148

R23148

YAW TO THE RIGHT OF WAY



RECORDED RIGHT OF WAY 23148

CITY DETROIT  
COUNTY WAYNE

RX-2904  
PERMIT ED2-8-3122  
DATED 11-20-52

THE DETROIT EDISON COMPANY  
PLAN SUBMITTED TO MICHIGAN  
PUBLIC SERVICE COMMISSION  
FOR 120,000 VOLT CROSSING  
OVER CHESAPEAKE & OHIO R.R.  
DRAWN BY J.S.H. DATE 10-23-52  
CHECKED BY ALM DATE 10-23-52

PERMIT NO. RX-2904

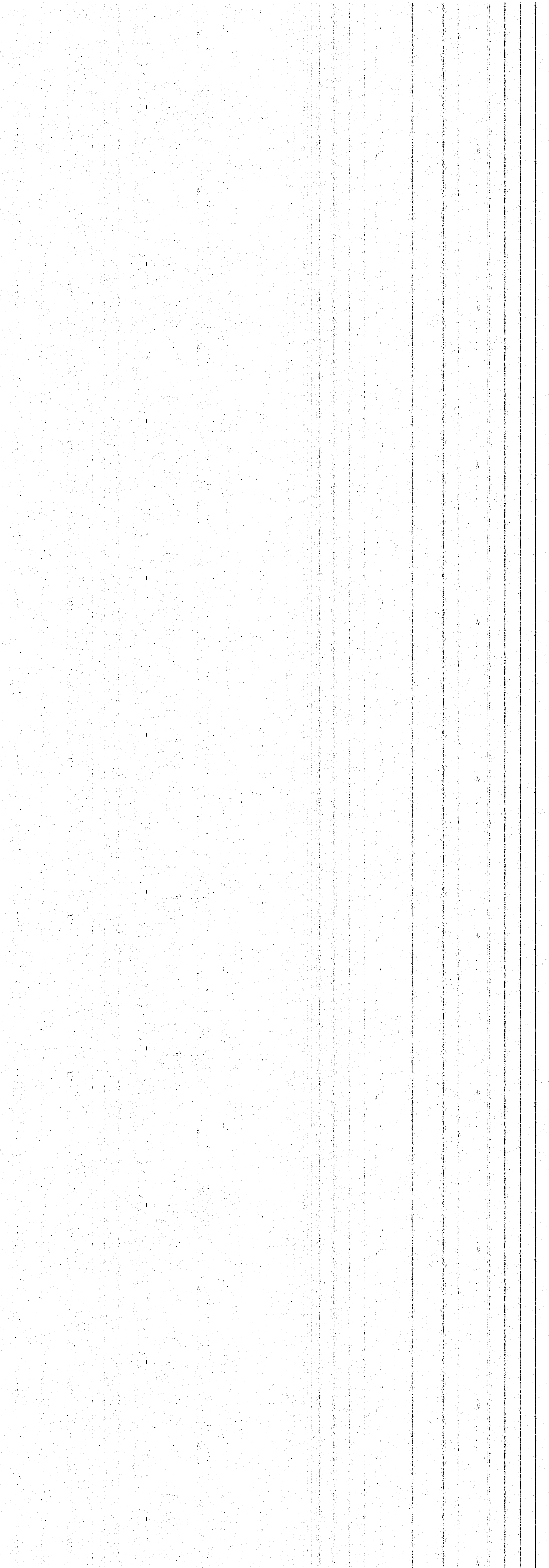
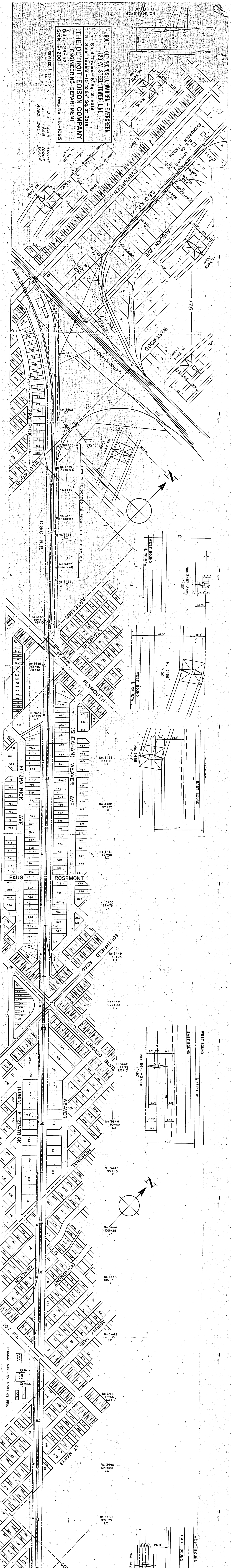
*Handwritten signature*

RECORDED RIGHT OF WAY NO. 23148

R23148



ROUTE OF PROPOSED WARREN - EUREKA  
 120' WIDE STEEL TOWER LINE  
 Steel Towers - 15' to 27' 8" at Base  
 THE DETROIT EDISON COMPANY  
 THE ENGINEERING DEPARTMENT  
 Date: 1-28-22  
 Scale: 1"=200'  
 DWG. NO. ED-1095













**THE DETROIT EDISON COMPANY**  
 ENGINEERING DEPARTMENT  
 Date 1-28-52  
 Scale 1"=200'  
**ROUTE OF PROPOSED WARREN-EVERGREEN  
 120 KV STEEL TOWER LINE**  
 • Steel Towers - 6' Sq. at Base  
 • Steel Towers - 15' to 27' Sq. at Base

REVISED 1-28-52  
 7-1-52  
 8-14-54  
 THE DETROIT EDISON CO. PROPERTY  
 3422-3424 2600'  
 3425-3427 2600'  
 3428-3430 2600'

