

Detroit Edison



ENERGY DELIVERY

Permanent Project No.:L16925
Job Project No.:BWA0000640
RFW No.: 224669
R/W No.: RX2419B

Date: March 6, 2000
To: Phillip Martin
Records Center, 2310 WCB
From: Tom Wilson, SR/WA *TW*
Redford Service Center
Subject: Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated February 8, 2000, to the CSX Transportation land about the above mentioned crossing in the W ½ of Section 26, City of Livonia, Livonia Township, Wayne County, Michigan.

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

Please incorporate these papers into Railroad Recorded ROW Record Center File R24601.

Attachments

cc: Chris Hartley (Western Wayne SC)

RECORDED R/W FILE NO. R24601

Detroit Edison



ENERGY DELIVERY

February 8, 2000

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

Re: Wire Crossing Reconstruction Notification

Dear Mr. Tippy:

This letter is your notice of the planned reconstruction of an overhead wire crossing over your railroad tracks and land, by The Detroit Edison Company, in the W 1/2 of Section 26, City of Livonia, Livonia Township, Wayne County, Michigan, as described on the enclosed drawings and information forms.

1. Location: Approximately 274 feet east of the centerline of Merriman Road and 1/2 mile north of Plymouth Road.
2. Detroit Edison Project and Crossing Nos.: BWA0000640, RX2419B
3. This is reconstruction of an existing crossing (Reference Previous CSX Permit L16925/ Dated: June 26, 1967). Information on this crossing is retained in Edison ROW File No. R24601.
4. Please indicate your:
 - R.R. Valuation Station No. 761+60
 - R.R. Mile Post No. 18.81
 - Will a Flagman or Inspection be required? A FLAGMAN WILL BE REQUIRED IF DURING THE

INSTALLATION OF THE LINES THEY WILL BE AT LESS THAN STANDARD OVERHEAD CLEARANCE

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

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

Please contact me on (313) 235-2168 if you have any questions.

Sincerely,

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

cc: Chris Hartley (Western Wayne SC)
Attachments

RECORDED R/W FILE NO. 24601

Tom
Tipp
3/1/00

Detroit Edison



ENERGY DELIVERY

February 8, 2000

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

Re: Wire Crossing Reconstruction Notification

Dear Mr. Tippy:

This letter is your notice of the planned reconstruction of an overhead wire crossing over your railroad tracks and land, by The Detroit Edison Company, in the W ½ of Section 26, City of Livonia, Livonia Township, Wayne County, Michigan, as described on the enclosed drawings and information forms.

1. Location: Approximately 274 feet east of the centerline of Merriman Road and ½ mile north of Plymouth Road.
2. Detroit Edison Project and Crossing Nos.: BWA0000640, RX2419B
3. This is reconstruction of an existing crossing (Reference Previous CSX Permit L16925/ Dated: June 26, 1967). Information on this crossing is retained in Edison ROW File No. R24601.
4. Please indicate your:
 - R.R. Valuation Station No. 761+60
 - R.R. Mile Post No. _____
 - Will a Flagman or Inspection be required? _____

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

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

Please contact me on (313) 235-2168 if you have any questions.

Sincerely,

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

cc: Chris Hartley (Western Wayne SC)
Attachments

RECORDED R/W FILE NO. 24601



APPLICATION FOR WIRE OR CABLE LINE CROSSING OF PROPERTIES AND TRACK

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

Plans for proposed installation shall be submitted to and meet the approval of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of National Electrical Safety Code, current edition, and requirements of CSX Transportation, Inc. Original and four (4) copies of this form shall be submitted, accompanied by five (5) letter size prints of a drawing showing plan, elevation section of crossing from field survey, location in respect to milepost, width of Railroad's right of way and location of adjacent structures affecting crossing.

RECORDED R/W FILE NO. 74601

1. Complete legal name of applicant: DETROIT EDISON CO.
Telephone: (734) 397-4242
2. Address: 8001 HAGGERTY City: BELLEVILLE State: MI Zip: 48111
3. If incorporated, name of state in which incorporated: MICHIGAN Municipality: _____
4. Location _____ feet _____ (direction) from nearest Railroad Milepost _____
5. Nearest Station: _____ County: WAYNE State: MICHIGAN
6. Angle between centerline of right-of-way and wireline will be _____ degrees
7. Number of Railroad Company's tracks to be crossed _____ . Number of pole lines crossed _____
8. Crossing will be transmission _____ Distribution X Service _____
9. Alternating current _____ voltage 13,200 V No. of Phases 3 Hertz _____
10. Direct Current _____ voltage _____ amperes _____
11. Conductors: (a) Number 3 (b) AWG gauge 636 AL (c) material AL
12. Maximum voltage _____ Maximum current _____
13. Maximum fault to ground current _____ Height of wire supports above ground level 38'
14. Material (encasement) N/A
15. Outside diameter N/A
16. Wall thickness N/A
17. Total length within Railroad right-of-way 108'
18. Height of wires above top of rail at 60°F 30' Feet: _____ Sag in Spans at 60°F 12"
19. Height of wires above Railroad communication and signal wires at 60°F _____ Feet
20. Bury: Base of rail to top of casing N/A
21. Bury: Not beneath tracks N/A
22. Bury: Roadway ditches N/A
23. Type of wire supports X-ARMS Size 96" False dead ends N/A
24. Number of poles to be located on Railroad Company's right-of-way _____
25. Distance from butt of pole to nearest rail of main track 39.6' feet _____
26. Distance from butt of pole to nearest rail of sidetrack N/A feet _____
27. If additional wireline attachments or revisions are to be made to existing crossing, please advise date of agreement _____
28. Will line exclusively serve Lessee of Railroad? YES Name: DETROIT EDISON
29. Will line run parallel or approximately parallel to Railroad Company's tracks anywhere? NO
Give approximate horizontal separation from our signal and telephone wires: _____
30. Will line be located in public road right-of-way? NO (If "yes", show name, road number and right-of-way on print). DOT/AAR Crossing No. _____

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

Date _____ Signature & Title of Officer Signing Application _____

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

ORDERED BY FILE NO. 2460

Railroad Name CHESAPEAKE & OHIO R.R.			Department Order RFW - 224669		
Row No. (Information on existing rights of way available from Record Center) RX 2419		New or existing RX No. RX 2419B		Encroachment (Length in Feet) 108'	
Location City/Township(s) LIVONIA		Town(s) Range(s)	County(s) WAYNE	1/4 Section(s) W 1/2	Section(s) 26
Location Description of Encroachment APPROX. 274' E. OF CL MERRIMAN RD. AND 1/2 MILE N. OF PLYMOUTH RD.					
Check appropriate box <input type="checkbox"/> Crosses tracks within the public road right-of-way <input checked="" type="checkbox"/> Crosses railroad land <input type="checkbox"/> Is longitudinally on or over railroad land, <input type="checkbox"/> Provides service to the railroad					
Facility Data (also detailed on attached drawing)					

Existing State Permit No. ED 2-8-5530		Date 6-16-67		Railroad Mile Post (Number)		Distance to Crossing from Mile Post (in feet)	
Existing				Proposed			
Type of Structure <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel				Type of Structure <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel			

Existing Conductors				Poles			Cross-Arms	Proposed Conductors				Poles			Cross-Arms
Span	No./Size	Kind	Voltage	Loc.	Height	Class	Size	Span	No./Size	Kind	Voltage	Loc.	Height	Class	Size
B-C	3-350	AL	13.2KV				96"	B-C	3-636	AL	13.2KV				96"

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

DETROIT EDISON IS RE-CONDUCTORING IN THE AREA TO IMPROVE RELIABILITY OF THEIR FACILITIES.

Clearances		
Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing)	From Top of Rail to Final Sag	30 Ft.
	From Detroit Edison wire to Railroad Communication or Signal Lines	Ft.

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

Designed By HARRY CUTTING	Date 2-4-00	Checked By <i>[Signature]</i>	Date 2-5-00
Company Location WESTERN WAYNE SC		Phone No.	

PROPOSED LINE CROSSING OVER IESAPEAKE & OHIO R.R.
IN R.R. APPROX. 274' E. OF MERRIMAN RD.
AND 1/2 MILE N. OF PLYMOUTH RD (M-14)
SECTION 26, N 1/2 TOWNSHIP LIVONIA T 15 R 9E COUNTY WAYNE

EXISTING PERMIT NUMBER ED2-8-553
CITY OF LIVONIA

NOTES

MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1955.

ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH

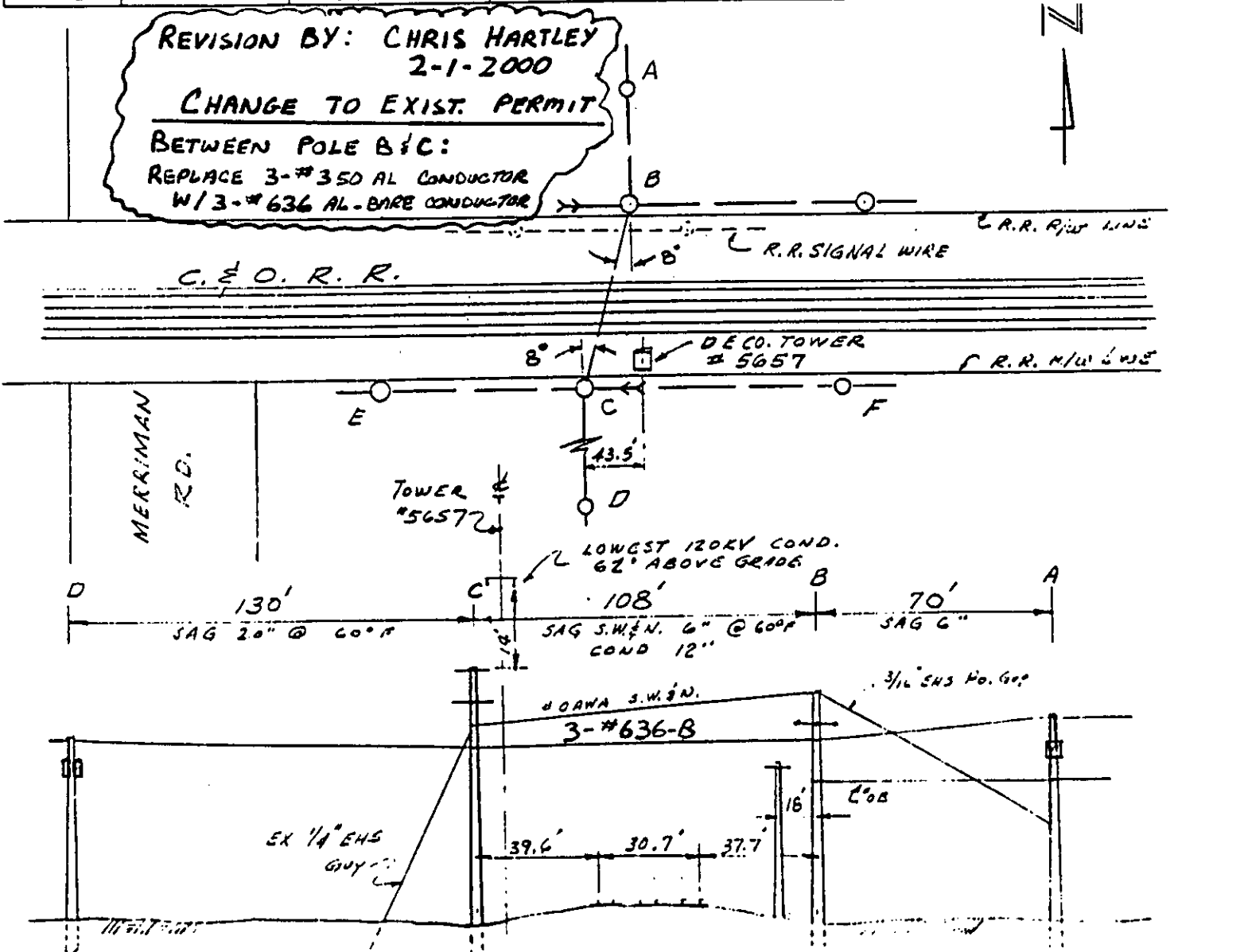
MINIMUM CLEARANCES

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

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
SPAN B-C				A	45	3	MOGL
3	636AL	B	13,200	B	50	1	
1	0	ANA	SHIELD	C	55	1	
			NEUTRAL	D	50	3	
PERMIT							
ED2-8-6080							
DATED 7-3-67							
APPROVED: <u>H. GEPPERT</u>				GENERAL ENGINEERING DEPT.		DATE <u>6-16-67</u>	
DESIGNED BY: <u>R. BOND</u>				OVERHEAD LINES DEPT.		WAYNE DIST. O.	

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R.R. TRACKS	STRINGING SAG AT 60°F	HEIGHT OF LOWEST CONDUCTOR OVER	
				R.R. TRACKS	R.R. SIGNAL WIRE
B-C	108'	#636 B-13,200V	12"	30'	6.5'

REVISION BY: CHRIS HARTLEY
2-1-2000
CHANGE TO EXIST. PERMIT
BETWEEN POLE B & C:
REPLACE 3-#350 AL CONDUCTOR
W/ 3-#636 AL-BARE CONDUCTOR



RECORDED R/W FILE NO. 24601

Detroit Edison



ENERGY DELIVERY

Project No.: BW1549
Project No.: BWA9900502
RFW No.: 224669
R/W No.: RX2419B

Date: November 9, 1999
To: Phillip Martin
Records Center, 2310 WCB
From: Tom Wilson, SR/WA *TW*
Redford Service Center
Subject: Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated November 2, 1999, to the CSX Transportation Company to reconstruct the above mentioned crossing in the W ½ of Section 26, City of Livonia, Livonia Township, Wayne County, Michigan.

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

Please incorporate these papers into Railroad Recorded ROW Record Center File R24601.

Attachments

cc: Harry Cutting (New Hudson SC)

Detroit Edison



CORPORATE REAL ESTATE SERVICES

November 2, 1999

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

Re: Wire Crossing Reconstruction Notification

Dear Mr. Tippy:

This letter is your notice of the planned reconstruction of an overhead wire crossing over your railroad land, by The Detroit Edison Company, in the W 1/2 of Section 26, City of Livonia, Livonia Township, Wayne County, Michigan, as described on the enclosed drawings and information forms.

1. Location: 274 feet east of Merriman Road and 1/2 mile north of Plymouth Road.
2. Detroit Edison Project and Crossing Nos.: BW1549, RX2419C
3. This is a reconstruction of a crossing (Reference Previous CSX Permit L16925/Date: June 26, 1967. Information on this crossing is retained in Edison ROW File No. R24601.

4. Please indicate your:

- R.R. Valuation Station No. 761+60

- R.R. Mile Post No. CK 18.81

- Will a Flagman or Inspection be required? **A FLAGMAN WILL BE REQUIRED IF DURING THE INSTALLATION OF THE POWER LINES, THE LINES WILL BE AT LESS THAN STANDARD OVERHEAD**

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

CLEARANCE

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

Tom Tippi
11/8/99

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

Sincerely,

Thomas Wilson, SR/WA
Real Estate Associate II
Room 2310 WCB

cc: Harry Cutting (Newport SC)
Attachments

APPLICATION FOR WIRE OR CABLE LINE CROSSING OF PROPERTIES AND TRACK

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

Location: Val. Sta. _____ Milepost _____

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a nonrefundable Application Fee in the amount of \$300.00 should be submitted to: CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

- 1. Reference/File Number: RFW # 224669
- 2. Complete Legal Name of applicant: THE DETROIT EDISON COMPANY
 Company Contact Name: BRUCE PARSONS Title: PLANNER
 Telephone: (____) _____ Fax: (____) _____
- 3. Address: 8001 HAGGERTY City: BELLEVILLE State: MI Zip: 48111
- 4. Type of Business: _____ Individual, _____ Developer, _____ Municipality, _____ Corporation, (state in which incorporated: _____), _____ Partnership, (type and state of Partnership _____)
- 5. Location: 436 feet, EAST (direction) from Railroad Milepost CH 19

Valuation Station of Crossing if Known: _____, Val. Map No. _____

- 6. Town: _____ County: _____ State: _____
- 7. Total length within Railroad Right-of-Way 108 8. Angle of crossing: _____
- 9. Number of Railroad Company's tracks to be crossed 3 Number of pole lines crossed 0
- 10. Type of Crossing: Electric, _____ CATV, _____ Telephone, _____ Communications,
 Other: (Explain) _____
- 11. Alternating Current, Voltage 13.2 KV No. of Phases 3
- 12. Direct Current, Voltage _____ Amperes _____
- 13. Conductors: (a) Number: 3, (b) Conductor Material: _____ copper, aluminum, _____ fiber optic
- 14. Maximum voltage 13,200 Maximum current _____
- 15. Maximum fault to ground current _____ Height of wire supports above ground level _____
- 16. Encasement Material, if applicable _____ Outside diameter: _____, Wall thickness: _____
- 17. Height of wires above top of rail at 60° F 30 Feet _____ Sag in Spans at 60° F _____
- 18. Height of wires above Railroad communication and signal wires at 60° F 4.5 Feet
- 19. Bury: Base of rail to top of casing _____
- 20. Bury: On R/W but not beneath tracks _____
- 21. Bury: Below ditches _____
- 22. Type of wire supports _____ Size _____ False dead ends _____
- 23. Number of poles to be located on Railroad Company's right-of-way 0
- 24. Distance from butt of pole to nearest rail of track: 37.7 feet
- 25. Give approximate horizontal distance from Railroad communication and signal wires: _____
- 26. If additional wireline attachments or revisions are to be made to an existing agreement, please advise agreement number and date: _____
- 27. If this is a supplement to a master (general) agreement, give agreement number and date: _____
- 28. If Aegis member, work to be performed by: _____ Contractor _____ Company employees
- 29. Will line run parallel or approximately parallel to Railroad Company's tracks anywhere? _____
- 30. Will line be located in public road Right-of-Way? NO (If "yes", show name, road number and width of Right-of-Way on print). DOT/AAR Crossing No. _____

Proposal and construction must be in accordance with CSXT's Specifications, The National Electrical Safety Code, and any governing laws or regulations. Please note that although the specifications furnished in the Wireline Application Package are to be used as a guideline only, CSXT reserves the right to approve or decline an application.

Date Signature & Title of Officer Making Application

Please Type or Print: _____
Name Title Telephone Number

Railroad Name CSX Railroad		<i>R24601</i>		Department Order RFW 224669/35	
Row No. (Information on existing rights of way available from Record Center) RX 2419 B		New or existing RX No. 2419 C		Encroachment (Length in Feet)	
Location City/Township(s) City of Livonia		Town(s) T-1S	Range(s) R-9E	County(s) Wayne	1/4 Section(s) W 1/2
Location Description of Encroachment		Section(s) 26			

Check appropriate box

<input type="checkbox"/> Crosses tracks within the public road right-of-way	<input checked="" type="checkbox"/> Crosses railroad land	<input type="checkbox"/> Is longitudinally on or over railroad land,	<input type="checkbox"/> Provides service to the railroad
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Facility Data (also detailed on attached drawing)

Nature of required tree rights

Existing State Permit No.	Date 9-28-99	Railroad Mile Post (Number) CH19	Distance to Crossing from Mile Post (in feet) 436 Ft.
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Existing								Proposed															
Type of Structure								Type of Structure															
<input type="checkbox"/> Wood				<input type="checkbox"/> Steel				<input checked="" type="checkbox"/> Wood				<input type="checkbox"/> Steel											
Conductors				Poles				Cross-Arms				Conductors				Poles				Cross-Arms			
Span.	No./Size	Kind	Voltage	Loc.	Height	Class	Size	Span.	No./Size	Kind	Voltage	Loc.	Height	Class	Size	Span.	No./Size	Kind	Voltage	Loc.	Height	Class	Size
B C	350B	AL	13.2KV	B	50	1	96"	BC	636B	AL	13.2KV	B	50	1	96"								
				C	55	1	96"					C	55	1	96"								

Explanation of Line Changes (continue on separate sheet if necessary)
Reliability - replaced existing primary (13.2 KV)

Clearances		
Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing)	From Top of Rail to Final Sag	37.6 Ft.
	From Detroit Edison wire to Railroad Communication or Signal Lines	6.5 Ft.

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

Designed By Harry Cutting	Date 9-28-99	Checked By <i>Jon E. Jeppson</i>	Date 10/27/99
Company Location Newport SC	Phone No. 586-6780		

PROPOSED LINE CROSSING OVER ASX RAILROAD R.R.
IN R.R. APPROX. 279' E. OF E MERRIMAN RD.
AND 1/2 MILE N. OF PLYMOUTH RD (M-19)
SECTION 20, N 1/2 TOWNSHIP LIVONIA T 15 R 9E COUNTY WAYNE

EXISTING PERMIT NUMBER ED2-B-5530
CITY OF LIVONIA

NOTES

MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1958.

ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH

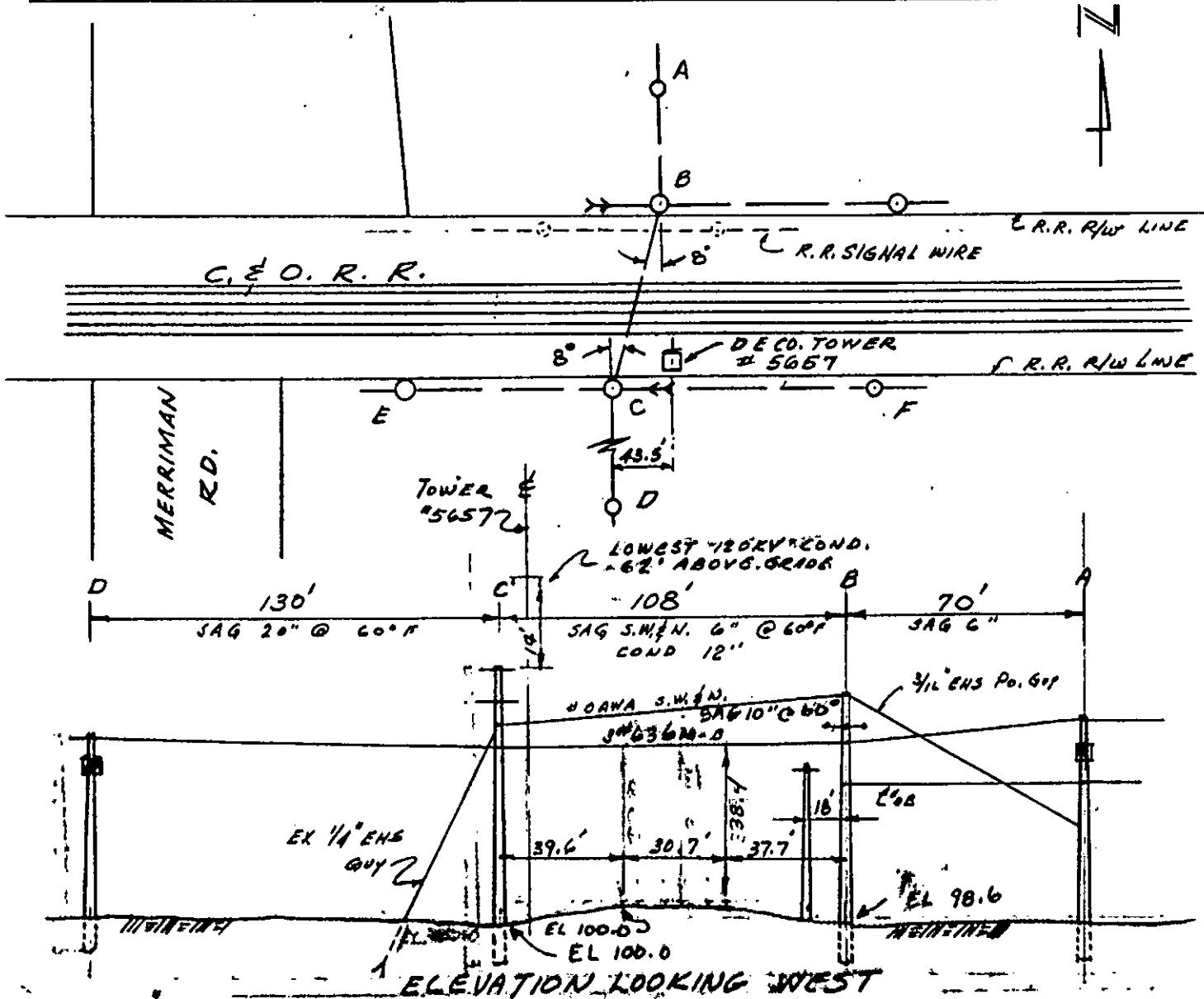
MINIMUM CLEARANCES

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

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
SPAN B-C				A	45	3	WOOD
3	636M	B	13,200	B	50	1	"
1	0	AWA	SHIELD	C	55	1	"
			NEUTRAL	D	50	3	"

CHECKED BY JOHN DAVIST GENERAL ENGINEERING DEPT. DATE 9-28-9
DESIGNED BY H. CUTTING OVERHEAD LINES DEPT. WAYNE DIST. OF

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R.R. TRACKS	STRINGING SAG AT 60°F	HEIGHT OF LOWEST CONDUCTOR OVER	
				R.R. TRACKS	R.R. SIGNAL WIRE
B-C	108'	636M-B-13,200 V.	12"	38.4'	6.5'





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

T. R. Jackson
Assistant Vice President

DUPLICATE ORIGINAL

March 19, 1992

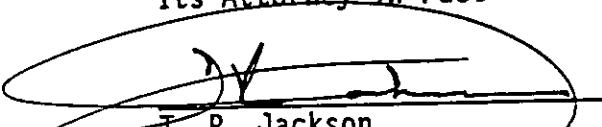
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

Dear Mr. Wilson:

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

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

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


T. R. Jackson
Assistant Vice President

TRJ:hkm

THE FOREGOING IS UNDERSTOOD AND AGREED THIS 19th DAY OF MARCH, 1992.

DETROIT EDISON COMPANY



BY:

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

RECORDED RIGHTS OF WAY NO. 24661

SEE:
RECORDED RIGHTS OF WAY NO. 42790

INTERDEPARTMENT CORRESPONDENCE

August 22, 1967

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railroad

Railroad File No. 131-4-9054

Facilities Covered: Three #350 M - B - 13,200 volt wires and one #0 AWA combination shield and neutral wire (Span B-C).

Specific Location: On railroad property at a point approximately 274 feet east of the center line of Merriman Road and 1/2 mile north of Plymouth Road (M-14).

R. R. Valuation Station 761 plus 60 of Mile Post _____
the Detroit Subdivision

City/~~Village~~ Livonia Township Livonia, West 1/2 Section 26

County Wayne Detroit Edison Plan No. RX-2419B

Agreement/~~Permit~~ Date June 26, 1967 R. R. Plan No. shown as "Exhibit A"
Used DECo. Plan \$75.00 for five year period

Preparation Fee \$25.00 ~~Agreement~~ Rental starting June 26, 1967

Supersedes and Cancels Agreement dated June 18, 1947 and R/W No. 11559
Amended May 10, 1965

This 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.

REFERRED TO	of R/W No. 9064.
RECORDS CENTER	
RECEIVED SEP 6 1967	
TICKLER MADE	
CLASSIFIED	

GEN'L. ACCTG. DEPT.	
ENTERED - <u>24601</u>	
CONTRACT BOOK NO. <u>24601</u>	
DATE <u>9-15-67</u>	
BY <u>J. W. Gamble</u>	
CHECKED BY <u>[Signature]</u>	

J. W. Gamble
I. W. Gamble, Supervisor of Rights of Way
Properties and Rights of Way Department

RECORDED RIGHT OF WAY NO. 24601
-Cancelled-

JVS/nk
DE FORM NO. 188-FCG-2-64 CS
SEP 8 1967
LIV88



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

ENGINEERING DEPARTMENT
CHESAPEAKE AND OHIO BUILDING
HUNTINGTON, W. VA.

R. C. TENCH
CHIEF ENGINEER--SYSTEM

August 16, 1967 IE-42

File: 131-4-9054

I. W. GAMBLE

IW
AUG 21 1967

PROP. & R/W DEPT.

Mr. I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Department
The Detroit Edison Company
2000-Second Avenue
Detroit, Michigan 48226

Dear Mr. Gamble:

This refers to your letter of August 1, 1967, Plan RX 2419B (Span B-C), returning proposed agreement dated June 26, 1967, covering an aerial power line crossing our tracks and right of way at Station 761 plus 60, on our Detroit Subdivision, Detroit Terminal Division, near Livonia, Wayne County, Michigan.

Enclosed is one fully executed copy of the above agreement for your records.

Yours very truly,

R. C. Tench
Chief Engineer - System

RECORDED RIGHT OF WAY NO. 24601

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

August 1, 1967

Railroad File No. 131-4-9054

Mr. R. C. Tench, Chief Engineer - System
Engineering Department
The Chesapeake and Ohio Railway Company
C&O Building, 405 Eleventh Avenue
P.O. Box 1800
Huntington, West Virginia 25712

Dear Mr. Tench:

We are returning agreement ~~agreements~~ in duplicate, covering our facilities over your tracks and ~~our~~ right of way as shown on our Plan RX 2419B (Span B-C) and located as follows: **At a point approximately 274 feet east of the center line of Merriman Road and 1/2 mile north of Plymouth Road (M-14), Railroad Valuation Station 761 plus 60 of the Detroit Subdivision.**

City/Village Livonia Township, Livonia, W. 1/2 Sec. 26,
County Wayne. The agreement/~~agreements~~ has been signed for our Company.

Will you please return one fully executed copy of this agreement/~~agreements~~ ~~to us~~ to us for our records.

Yours very truly,



I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

JVS/nk
Enclosures

RECORDED RIGHT OF WAY NO. 2419B

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

October 9, 1967

MICHIGAN PUBLIC SERVICE COMM.	
PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. _____	R & S _____
OCT 10 1967	
Adm. _____	_____
File _____	_____

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, C. Mason, Line Design Supervisor
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing, covered by Wire Crossing Permit No. ED2-8-6080,
issued 7-3-67, has been constructed in accordance with
specifications of the Michigan Public Service Commission and construction
standards of The Detroit Edison Company, approved by Michigan Public Service
Commission on July 19, 1939, file ED 2-9.01, and that this crossing will be
maintained as provided in such specifications and construction standards.

Yours very truly,

C. Mason

RECORDED RIGHT OF WAY NO. 24661

RX No. 2419 B

Location Livonia Township

Wayne County

Railroad Chesapeake & Ohio

RR File: 131-4-9054
761 + 60 of Detroit Subdivision

Subscribed and sworn to before me this

9th day of October, 19 67.

Joseph V. Strouse
Joseph V. Strouse
Notary Public, Wayne
County, Michigan.
My Commission expires 1-23-71



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

ENGINEERING DEPARTMENT
CHESAPEAKE AND OHIO BUILDING
HUNTINGTON, W. VA.

R. C. TENCH
CHIEF ENGINEER—SYSTEM

July 21, 1967 ID-42

File: 131-4-9054

I. W. GAMBLE

JUL 27 1967

PROF. & R/W DEPT.

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. I. W. Gamble

Gentlemen:

This refers to your letter of June 19, 1967, covering a proposed aerial power line crossing our tracks and right of way at Station 761 plus 60 feet, on our Detroit Subdivision, Detroit Terminal Division.

Enclosed is proposed agreement with the request that you kindly have executed on behalf of the Edison Company.

Yours very truly,

R. C. Tench
Chief Engineer - System

RECORDED RIGHT OF WAY NO. 241601

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

June 30, 1967

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

MICHIGAN PUBLIC SERVICE COMM.	
PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. _____	R & S _____
JUL 3 1967	
Adm. _____	_____
File _____	_____

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **Chesapeake and Ohio Railroad in the City of Livonia, W. 1/2 of Section 26, Livonia Township, T-1S, R-9E, Wayne County, Michigan.**

Span B-C

Three #350 M - B - 13,200 volt wires and one #0 ANA combination shield and neutral wire over the tracks of the C.&O.R.R. located on railroad property at a point approximately 274' east of the centerline of Merriman Road and 1/2 mile north of Plymouth Road (M-14).

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. (6-26-67)
- 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. 2-8-5530 dated 5-13-65
- This is a new crossing.

Reference number of construction drawing is RX- 2419 B.

R.R. File No. 131-4-9054

Permit No. ED2-8-6080

Date 7-3-67

By J M Hoppe

Yours very truly,

I. W. Gamble

I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

Check in circle indicates statement applicable.

HB/nk

RECORDED RIGHT OF WAY NO. 24601

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

ENGINEERING DEPARTMENT
CHESAPEAKE AND OHIO BUILDING
HUNTINGTON, W. VA.

R. C. TENCH
CHIEF ENGINEER - SYSTEM

June 26, 1967 IF/41
File: 131-4-9054

PK
6-30-67

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. I. W. Gamble

Gentlemen:

Reference is made to your letter dated June 19, 1967, Plan RX-2419B, requesting a waiver of hearing before the Michigan Public Service Commission to permit reconstruction of an aerial power line crossing over our tracks and right of way at Station 761 plus 60 of the Detroit Subdivision, at a point approximately 274 feet East of the center line of Merriman Road, and $\frac{1}{2}$ mile North of Plymouth Road, Section 26, $\frac{1}{2}$ Town 1 South, Range 9 East, Livonia Township, Wayne County, Michigan.

City of Livonia

The crossing will consist of three (3) #350 M-B 13,200 volt wires and one (1) #0 AWA combination shield and neutral wire.

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

Very truly yours,

R. C. Tench

R. C. Tench
Chief Engineer - System

RECORDED RIGHT OF WAY NO. 24601

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of the 26th day of June, 1967, between
THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called
"Railway", and THE DETROIT EDISON COMPANY, a New York Corporation

hereinafter called "Licensee" (all words herein referring to Licensee to be taken of such number and gender as the context may require):

WITNESSETH THAT:

WHEREAS, Licensee desires to construct, operate and maintain a wire and/or cable line over
and across the right of way, tracks and wires of Railway, consisting of three (3) #350 M-B 13,200 volt
wires and one (1) #0 AWA combination shield and neutral wire

at a point located at Station 761 plus 60
Mile Post ----- Feet, Detroit

Subdivision, Detroit Terminal Division, at or near Livonia
Wayne, County of Michigan, State of

said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in
accordance with attached Licensee's Plan RX-2419B dated 6-16-67 Span B-C
marked for identification "Exhibit A" -----

----- which are made a part of this agreement and

which are incorporated herein and made a part hereof by reference; said crossing and the aforesaid facilities and appurtenances thereto being hereinafter referred to collectively as "Crossing"; and

WHEREAS, Railway is willing for said Crossing so to be constructed, operated and maintained, upon the following terms, covenants, conditions and limitations;

NOW, THEREFORE, in consideration of the premises and the observance by Licensee of the terms, covenants, conditions and limitations hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. Railway hereby licenses and permits Licensee, at its sole risk, cost and expense, to construct, operate, maintain and renew said Crossing across the right of way, tracks, wires and any other facilities of Railway
-----, and of any other person, firm, corporation or association which now or may hereafter have any such facilities on Railway's right of way at or in the vicinity

RECORDED RIGHT OF WAY NO. 24601
~~-----~~
Cancelled

of said Crossing, all such facilities (other than said Crossing) as set forth and contemplated in this Section 1, being hereinafter referred to collectively as "OTHER FACILITIES".

2. Before constructing said Crossing, Licensee shall, at its sole cost and expense, obtain all necessary authority therefor from any public authority or authorities having jurisdiction in the premises, and shall thereafter observe and comply with the requirements of such public authority or authorities and all applicable laws and regulations.

3. Licensee shall construct, operate, maintain and renew said Crossing in accordance with said 1
Exhibit A and its standards of construction on file with and approved by the

Michigan Public Service Commission

and in such manner as not to interfere in any way with the facilities, business or operations of Railway, or of any OTHER FACILITIES, and use material and workmanship satisfactory to the General Superintendent—Signals and Communications, or other authorized officer of Railway.

4. In the event the construction, operation or maintenance of said Crossing shall, in the judgment of Railway, necessitate any changes or alterations in any OTHER FACILITIES, then Railway may make or cause to be made all such changes and alterations at the sole risk, cost and expense of Licensee, and Licensee shall reimburse Railway therefor promptly upon receipt of Railway's bill for such work.

5. If, in the judgment of Railway, the operation, existence or maintenance of said Crossing 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 Crossing as, in the judgment of Railway, may be required to eliminate all such interference.

6. In the event that Licensee shall at any time desire to make changes in the physical or operational characteristics of said Crossing, it shall first secure in writing the consent and approval of Railway, and Licensee agrees that such changes shall be made at its sole risk, cost and expense, and subject to all the terms, covenants, conditions and limitations of this agreement.

7. In the event Railway shall at any time 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 otherwise improve, change or relocate its structures, pole lines, devices or facilities at or in the vicinity of said Crossing, which rights Railway hereby expressly reserves unto itself, Licensee, within thirty (30) days after receiving written notice from Railway so to do, shall promptly, at its own risk, cost and expense, relocate, raise, alter or otherwise change its Crossing to a location and in a manner and in conformity with such applicable specifications which, in the judgment of Railway, will enable Railway to make any of the aforesaid changes which it may deem necessary or desirable.

8. Licensee shall and will at all times hereafter release Railway from, and indemnify and save harmless Railway from and against any and all liability, claims, demands, loss, detriments, costs, damages, charges or expenses which Railway 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 Licensee in the construction, installation, maintenance, existence, use, renewal or removal of said Crossing.

9. Licensee hereby assumes all risk of loss, destruction or damage of any nature to said Crossing howsoever caused, and Licensee hereby releases Railway from all liability on account thereof.

10. Licensee shall promptly pay and discharge all taxes, assessments and other governmental and/or municipal charges upon said Crossing and shall promptly comply with all governmental and/or municipal rules and regulations covering the operation of said Crossing.

11. Licensee shall pay to Railway upon the execution of this agreement a license fee of Twenty-Five Dollars (\$25.00) toward the cost of preparation of this agreement and supervision expense. Licensee shall also pay to Railway as a rental charge for the use of its premises the sum of Seventy-Five

75.00 Dollars (\$ 75.00) on the execution of this agreement, for the five-year period extending from the 26th day of June, 1967 through the 25th day of June, 1972,

RECORDED RIGHT OF WAY 10748

and the sum of Seventy-Five Dollars (\$ 75.00), or such other sum as may be mutually agreed upon by the parties hereto in writing, in advance for each and every subsequent five-year period during the term and continuance of this agreement; provided, however, that in the event of termination of this agreement prior to the expiration of any five-year period hereof, Railway shall refund to Licensee the unearned portion of any rental previously paid by Licensee to Railway in connection with this agreement.

12. This agreement shall continue in force and effect until terminated by ninety (90) days' notice in writing from either party to the other of its intention to terminate the same, except that termination of this agreement shall not relieve or release Licensee from any liability or obligation which may have been incurred or assumed by Licensee hereunder prior to the termination hereof.

13. In the event this agreement shall be at any time terminated as herein provided, or Licensee, in the judgment of Railway, shall have abandoned said Crossing, said Licensee shall, at its sole risk, cost and expense, forthwith upon request of Railway so to do, remove said Crossing from and across the right of way and premises aforesaid, and in the event of the failure or refusal of Licensee, within thirty (30) days after receipt of such request, to remove said Crossing and restore and leave said right of way and premises in as good condition as before the installation of said Crossing, then and in that event Railway, without incurring any liability to Licensee, may, at its option, remove said Crossing. Licensee shall reimburse Railway for the entire cost and expense of such removal and restoration upon receipt of Railway's bill therefor.

14. The terms and provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of Railway, _____ and any other person, firm, corporation or association now or hereafter having facilities on Railway's right of way at or in the vicinity of the Crossing, and the successors, heirs, personal representatives and assigns of Licensee. No assignment by Licensee of this agreement or of any rights hereunder shall be made without the prior written consent of Railway.

15. Agreement dated June 18, 1947, amended May 10, 1965, between the parties herein covering a crossing at the above location is hereby terminated.

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

Approved as to form:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

[Handwritten signature]

Contract Attorney

By *[Handwritten signature]*

General Manager

Contract
Checked
mace
Supt. Of
Costs

Approved as to
Operating
Features
Gen. Mgr.

THE DETROIT EDISON COMPANY
Licensee

By *[Handwritten signature]*

Director
Properties and Rights of Way Department
(title)

[Handwritten signature]
[Handwritten signature]

RECORDED RIGHT OF WAY NO. 24601
dated

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO: **June 19, 1967**

**Mr. R. C. Tomch, Chief Engineer - System
Engineering Department
The Chesapeake and Ohio Railway Company
C & O Building, 405 Eleventh Avenue
P.O. Box 1800
Huntington, West Virginia 25712**

Proposed Overhead Wire Crossing: **Three #350 M-B - 13,200 volt wires and one #0 ANA
combination shield and neutral wire. ~~SSA R-C~~**

Specific Location **On railroad property at a point approximately 274 feet East of the
center line of Harrison Road and 1/2 mile North of Plymouth Road
(M-14).**

R. R. Valuation Station 761+60 R. R. Mile Post _____

City/Village Livonia Township Livonia, W 1/2 of Section 26

County Wayne Detroit Edison Plan Attached EX-2419B


This is a New Crossing _____ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date _____ (R. R. Plan) Used DE Co. Plan

Agreement dated 6-18-47 and Letter Amendment dated 5-10-65

Blanket Waiver of Hearing Covers _____ Waiver of Hearing Requested In Duplicate
(Waiver of Hearing to be mailed to applicant listed below)

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

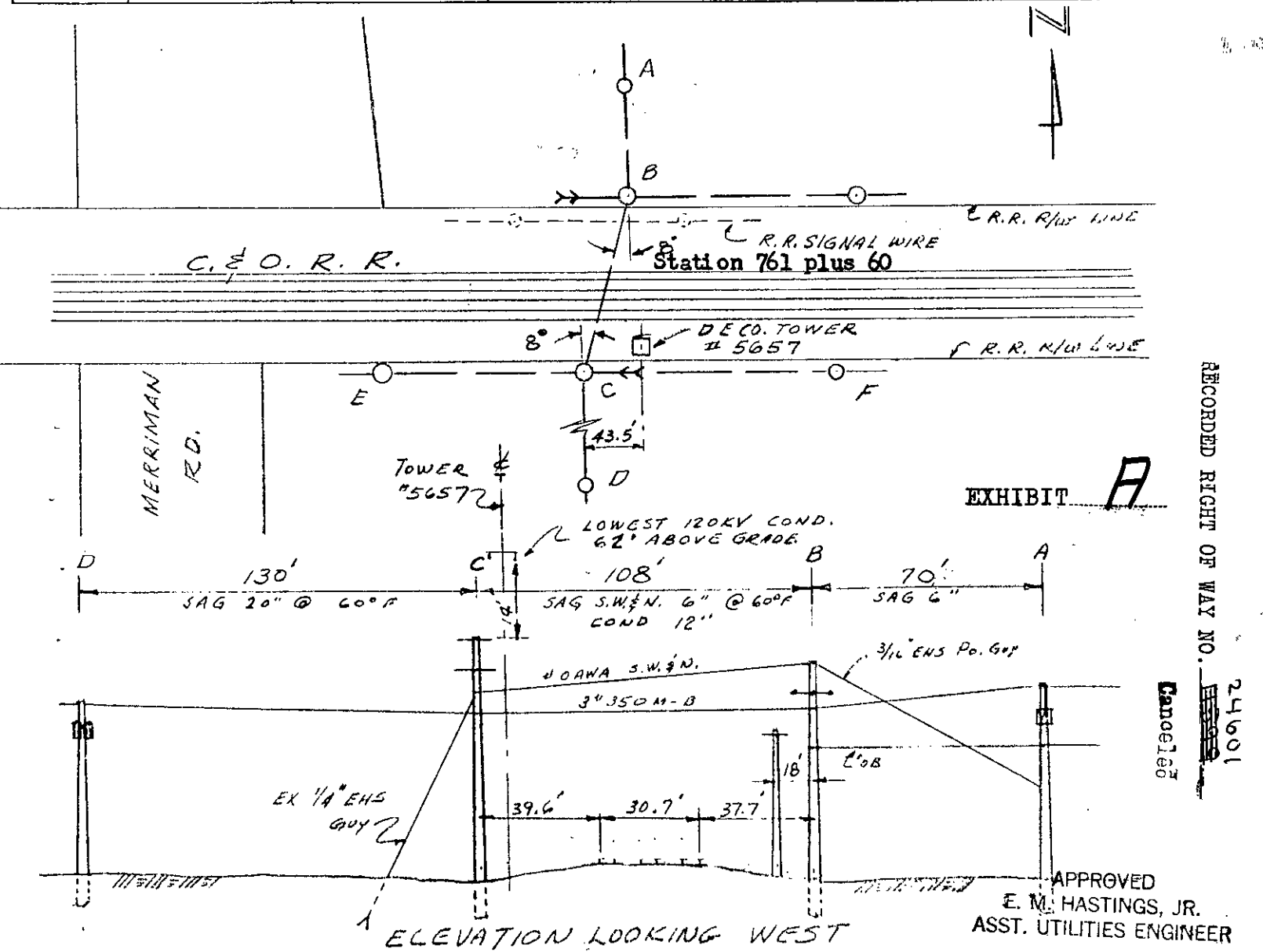

**I. W. Gamble, Supervisor of Rights of Way
Properties and Rights of Way Department**

RECORDED RIGHT OF WAY
24601

PROPOSED LINE CROSSING OVER CALLEPEAKE & OHIO R.R. EXISTING PERMIT NUMBER ED2-8-5530
 IN R.R. APPROX. 274' E. OF & MERRIMAN RD. CITY OF LIVONIA
AND 1/2 MILE N. OF PLYMOUTH RD (M-14)
 SECTION 26, W 1/2 TOWNSHIP LIVONIA T 15 R 9E COUNTY WAYNE

NOTES	CONDUCTORS				POLES			
	NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1955. ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH	SPAN B-C				A	45	3	WOOD
	3	350M B	B	13,200	B	50	1	"
	1	0	AWA	SHIELDED NEUTRAL	C	55	1	"
					D	50	3	"
MINIMUM CLEARANCES								
NEAREST POLE TO RAIL	SIDING	7 FT						
	MAIN LINE	12 FT						
WIRES OVER TRACKS	0-750 VOLTS	27 FT						
	750-15,000 VOLTS	28 FT						
	15,000-50,000 VOLTS	30 FT						
WIRES OVER R R SIGNAL	0-750 VOLTS	2 FT						
	750-8,700 VOLTS	4 FT						
	8,700-50,000 VOLTS	6 FT						
CHECKED BY <u>H. GEPPERT</u>					GENERAL ENGINEERING DEPT. DATE <u>6-16-67</u>			
DESIGNED BY <u>R. BOND</u>					OVERHEAD LINES DEPT. <u>WAYNE DIST. OFF</u>			

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R.R. TRACKS	STRINGING SAG AT 60°F	HEIGHT OF LOWEST CONDUCTOR OVER	
				R.R. TRACKS	R.R. SIGNAL WIRE
B-C	108'	*350M B - 13,200V.	12"	30'	6.5'



RECORDED RIGHT OF WAY NO. 24601
Cancel 107

EXHIBIT **A**

APPROVED
E. M. HASTINGS, JR.
ASST. UTILITIES ENGINEER