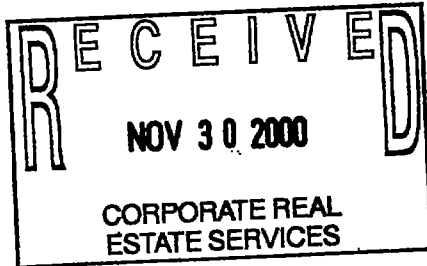


Detroit Edison



A DTE Energy Company

ENERGY DELIVERY



Permanent Project No.: BW9868
Job Project No.: BWA0000787
RFW No.: 277907
R/W No.: RX3257E

Date: July 10, 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 May 30, 2000, to CSX Transportation Company about the above mentioned crossing in the SW ¼ Section 20, City of Romulus, Romulus 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 a new Railroad Recorded ROW Record Center File R24838.

Attachments

cc: Michael Toor (Western Wayne SC)

Detroit Edison



ENERGY DELIVERY

May 30, 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 spur tracks on the land of others, by The Detroit Edison Company, in the SW ¼ of Section 20, City of Romulus, Romulus Township, Wayne County, Michigan, as described on the enclosed drawings and information forms.

1. Location: Approximately 100 feet of the centerline of Huron River and 40 feet north of the centerline of Wabash Streets.
2. Detroit Edison Project and Crossing Nos.: BW9868, RX3257E
3. This is reconstruction of an existing crossing (Reference Previous CSX Permit L17016/ Dated: November 6, 1967). Information on this crossing is retained in Edison ROW File No. R24838.
4. Please indicate your:
 - R.R. Valuation Station No. _____
 - R.R. Mile Post No. _____
 - Will a Flagman or Inspection be required? _____

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

Michigan law 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,

A handwritten signature in cursive script that reads "Thomas Wilson".

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

cc: Michael Toor (Western Wayne SC)
Attachments

Railroad Name: **CHESAPEAKE OHIO RR** Department Order: **RFW 277907**

Flow No. (Information on existing rights of way available from Record Center): **RX 3257C** New or existing RX No.: **RX 3257D** Encroachment (Length in Feet):

Location City/Township(s): **Romulus** Town(s): **35 9E** County(s): **WAYNE** 1/4 Section(s): **SW 1/4** Section(s): **20**

Location Description of Encroachment: **APPROX. 100' EAST OF C/L OF HURON RIVER + 40' N OF C/L OF WABASH**

Check appropriate box:

Crosses tracks within the public road right-of-way

Crosses railroad land

Is longitudinally on or over railroad land.

Provides service to the railroad

Facility Data (also detailed on attached drawing)

Nature of required tree rights

Existing State Permit No.: **ED-2-8-5073** Date: **5-25-00** Railroad Mile Post (Number): Distance to Crossing from Mile Post (in feet):

Type of Structure:

Existing: Wood Steel

Proposed: Wood Steel

Existing Conductors				Existing Poles				Existing Cross-Arms				Proposed Conductors				Proposed Poles				Proposed 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
J-G	N/A			G	35	S	96"	J-G	5/16"	GUY		G	45	4	96"								

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

CHANGE POLE G TO 45 POLE & INSTALL GUY WIRE TO POLE G

SPAN J-H will be removed IN 5/16" ANCHOR GUY

FROM J to G, 38' IN Height, SAME as existing

CONDUCTOR.

Clearances

Tolerance	Clearance	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	38' 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: **M. TOOR** Date: **5-25-00** Checked By: Date:

Company Location: **Western WAYNE** Phone No.: **397-4345**

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# 277907 RX 3257.
 2. Complete Legal Name of applicant: DETROIT EDISON
 Company Contact Name: MICHAEL TOOR Title: SERVICE PLANNER
 Telephone: (734) 397 4345 Fax: (734) 397-4338
 3. Address: 9501 HALBERTY City: BELLEVILLE State: MI Zip: 48117
 4. Type of Business: Individual, _____ Developer, _____ Municipality, _____ Corporation, (state in which incorporated: _____), _____ Partnership, (type and state of Partnership _____)
 5. Location: _____ feet, _____ (direction) from Railroad Milepost _____
- Valuation Station of Crossing if Known: _____, Val. Map No. _____
6. Town: ROMULUS County: WAYNE State: MI
 7. Total length within Railroad Right-of-Way _____ 8. Angle of crossing: _____
 9. Number of Railroad Company's tracks to be crossed _____ Number of pole lines crossed _____
 10. Type of Crossing: Electric, _____ CATV, _____ Telephone, _____ Communications,
 Other: (Explain) 614 wires
 11. Alternating Current, Voltage 4800 No. of Phases 3
 12. Direct Current, Voltage _____ Amperes _____
 13. Conductors: (a) Number: 3, (b) Conductor Material: _____ copper, _____ aluminum, _____ fiber optic
 14. Maximum voltage _____ 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 38 Feet _____ Sag in Spans at 60° F _____
 18. Height of wires above Railroad communication and signal wires at 60° F _____ 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 _____
 24. Distance from butt of pole to nearest rail of track: _____ 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? _____ (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

DE ORIG.



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

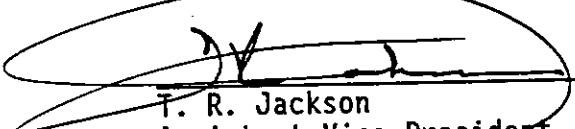
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

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.

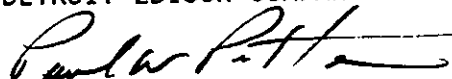
By: CSX TRANSPORTATION, INC.
CSX Real Property, Inc.
Its Attorney-in-Fact


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 RIGHT OF WAY NO. 24838

SEE:
RECORDED RIGHT OF WAY NO. 42790



Detroit
Edison

CORPORATE REAL ESTATE SERVICES

Project No.: XW4803
Location Project No.: BW9868
R/W No.: RX3257D

Date: July 16, 1993
To: Ava D. Thrower
Records Center
From: Tom Wilson *TW*
Subject: Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated June 7, 1993, to CSX Transportation to revise the above mentioned crossing in the SE 1/4 of Section 19, City of Romulus, Romulus Township, Wayne County, Michigan.

Service Planning, Wayne-Monroe Division, is hereby notified to revise the crossing as requested. **Note: All construction work associated with aerial crossings of railroad tracks requires that you notify the operating railroad as to the actual date of construction, in advance of any work.**

Please incorporate these papers into Record Center File 24838.

Attachments

cc: W. H. Anderson

RECORDED RIGHT OF WAY NO. 24838



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

June 7, 1993

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

Re: Wire Crossing Notification

Dear Mr. Tippy:

This letter is your notice of the planned construction of an overhead wire crossing over your (spur) railroad tracks on non-railroad land, by The Detroit Edison Company, in the SE 1/4 of Section 19, City of Romulus, Romulus Township, Wayne County, Michigan, as described on the enclosed drawings and information forms.

1. Location: 100 feet west of Huron River Drive, north of Northline Road
2. Detroit Edison Project and Crossing Nos.: BW9868, RX3257D
3. This is a reconstruction of an existing crossing (Previous Permit No. L17016/Agreement date: November 6, 1967). Information on this crossing is retained in Edison Row File No. 24838.
4. Please indicate your:
 - R.R. Valuation Station No. 33470 KELSEY-WINES SPUR
 - R.R. Mile Post No. 950A
 - Will a Flagman or Inspection be required? No

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

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

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

Sincerely,

Thomas Wilson
Real Estate Associate
Room 2310 WCB

cc: W.H. Anderson
Attachments

Certified Mail
Return Receipt Requested

Form.B7

RECORDED RIGHT OF WAY NO 24838

APPLICATION FOR WIRE OR CABLE LINE CROSSING OF PROPERTIES AND TRACK

(For RR Use) Division DETROIT Subdivision SAGINAW Val. Sec. (Map) IX/XII

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.

1. Complete legal name of applicant: The Detroit Edison Co., Wayne-Monroe Div.
Telephone: (313) 397-4079
2. Address: 8002 Haggerty Rd. S. City: Belleville State: MI Zip: 48111
3. If incorporated, name of state in which incorporated: Michigan Municipality: Detroit
4. Location _____ feet _____ (direction) from nearest Railroad Milepost not found.
5. Nearest Station: _____ County: _____ State: _____
6. Angle between centerline of right-of-way and wireline will be 90 degrees
7. Number of Railroad Company's tracks to be crossed 2. Number of pole lines crossed 0
8. Crossing will be transmission _____ Distribution X Service _____
9. Alternating current X voltage 13.2 KV No. of Phases 3 Hertz 60
10. Direct Current _____ voltage _____ amperes _____
11. Conductors: (a) Number 4 (b) AWG gauge 3-636 MCM, 1-0AWG (c) material Alum.
12. Maximum voltage 13.86 KV Maximum current 200 A.
13. Maximum fault to ground current 8000 A Height of wire supports above ground level 29'-6" & 37'
14. Material (encasement) N/A
15. Outside diameter N/A
16. Wall thickness N/A
17. Total length within Railroad right-of-way 50 ft.
18. Height of wires above top of rail at 60°F 30 Feet _____ Sag in Spans at 60°F 6.5"
19. Height of wires above Railroad communication and signal wires at 60°F N/A 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 WOOD POLE Size 65' & 45'. False dead ends _____
24. Number of poles to be located on Railroad Company's right-of-way None
25. Distance from butt of pole to nearest rail of main track N/A feet _____
26. Distance from butt of pole to nearest rail of sidetrack 42 feet 6 inches
27. If additional wireline attachments or revisions are to be made to existing crossing, please advise date of agreement 4-27-77
28. Will line exclusively serve Lessee of Railroad? No Name: _____
29. Will line run parallel or approximately parallel to Railroad Company's tracks anywhere? _____
Give approximate horizontal separation from our signal and telephone wires: _____
30. Will line be located in public road right-of-way? 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. Contract preparation fee in the amount of \$200.00 is attached and are caused by Edison's negligence.

Date _____ Signature & Title of Officer Signing Application _____

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

RECORDED RIGHT OF WAY NO. 24838

Railroad Name The Chesapeake & Ohio R.R. Co.			Department Order C-26922		
Row No. (Information on existing rights of way available from Record Center) RX 3257 C		New or existing RX No. RX 3257 D		Encroachment (Length in Feet) 1	
Location City/Township(s) City of Romulus		Town(s) T- 3S	Range(s) R- 9E	County(s) Wayne	1/4 Section(s) S.E. 1/4
Section(s) 19					
Location Description of Encroachment W/S Huron River Drive, approx. 65' N. CL Wabash St.					
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)

Nature of required tree rights
RX 3258 D

Existing State Permit No. Not Found	Date ED No 2-8-6134	Railroad Mile Post (Number) 10-17-67	Distance to Crossing from Mile Post (in feet) Unknown Ft.
---	-------------------------------	--	---

Existing								Proposed																
Type of Structure								Type of Structure																
<input checked="" type="checkbox"/> Wood				<input type="checkbox"/> Steel				<input 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	
P-B	3-#2	TBWP	13.2 KV	P	45	1		P-B	1-3/0	ACSR	S/W	P	55	2										
	1-#0	B	Neut.	B	65	2			3-636	B	13.2KV	B	65	2										
B-L	3-#2	TBWP	13.2KV	L	45	4			1/0	B	Neut.	L	45	4										
	1-#0	B	Neut.					B-L	3-636	B	13.2KV													
									1-0	B	Neut.													
									1-1/4"	EHS Guy														

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

Replace 3-#2 13.2 KV (P-L) with 3-636 B.

Install 1-#3/0 ACSR Shield Wire (P-B). Replace guy wire (B-L).

Install new anchors & guys at P & at L.

Replace 45' pole with 55' - 2 pole at P.

RECORDED RIGHT OF WAY MAP 24838

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
	From Detroit Edison wire to Railroad Communication or Signal Lines	

* 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 120 West Way S.C.	Date 2/16/93	Checked By	Date
Company Location N.E.I. / W.H. Anderson 48111 8001 Haggery Rd. Belleville	Phone No. 313-397-4343		

INTERDEPARTMENT CORRESPONDENCE

December 20, 1967

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railroad

Facilities Covered:

Three #2 TBWP 13,200 volt wires, one #0 B, neutral wire and one 5/16 inch copperweld guy wire Span B-L.

Specific Location:

Located in private property at a point 100 feet west of the center line of Huron River Drive and 77 feet north of the center line of North Line Road, approximately 1/2 mile southwest of the Village of Romulus.

R. R. Valuation Station 33 plus 70 Mile Post _____

City/Village _____ Township Romulus, S.E. 1/4 Sec. 19, SW. 1/4 Sec. 20.

County Wayne Detroit Edison Plan No. RX-3257B

Agreement/~~Permit~~ Date November 6, 1967 R. R. Plan No. dated 9-25-67 Used DECo. Plant

Preparation Fee \$100.00 Annual Rental \$50.00

Supersedes and Cancels Agreement dated January 30, 1954 R/W No. 15440

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.

GEN'L ACCTG DEPT.
ENTERED - <i>[Signature]</i>
CONTRACT BOOK NO. <u>24838</u>
DATE <u>1-19-68</u>
BY <i>[Signature]</i>
CHECKED BY <i>[Signature]</i>

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

Supersedes Recorded Right of Way No. 15440

RECORDED RIGHT OF WAY NO. 24838

JAN 15 1968 GJS ROM-16-4

JVS/nk



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

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

December 13, 1967

R. C. TENCH
CHIEF ENGINEER--SYSTEM

File: 131-4-9282 IF/40

I. W. GAMBLE

IW
DEC 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 November 20, 1967, Plan RX-3257 B, returning proposed agreement dated November 6, 1967, covering an aerial power line crossing our tracks and right of way at Station 33 plus 70, on our Toledo Sub-division, Saginaw Division, near Romulus, Wayne County, Michigan.

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

Yours very truly,

R. C. Tench
R. C. Tench
Chief Engineer-System

RECORDED RIGHT OF WAY NO. 24838

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

November 20, 1967

Railroad File No. 131-4-9282

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 ~~XXXX~~ in duplicate, covering our facilities over your tracks and ~~our~~ right of way as shown on our Plan RX3257B and located as follows: **In private property at a point 100 feet west of the center line of Huron River Drive and 77 feet north of the center line of North Line Road, approximately 1/2 mile southwest of the Village of Romulus. Railroad Valuation Station 33 plus 70.**

City/Village _____ Township, Romulus, S.W. 1/4 Sec. 20

County Wayne. The agreement ~~XXXX~~ has been signed for our Company.

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

Yours very truly,



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

JVS/nk
Enclosures 2

RECORDED RIGHT OF WAY NO. 24838

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

December 6, 1967

MICHIGAN PUBLIC SERVICE COMM.	
PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. _____	R & S _____
DEC 11 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. ED2-8-6134, issued 10-17-67, 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

RX No. 3257 B (Span B-L)

Location Romulus Twp.
S.E. 1/4 Sec. 19 and S.W. 1/4 Sec. 20
Wayne County

Railroad Chesapeake & Ohio

Railroad File No. 131-4-9282

Subscribed and sworn to before me this

8th day of December, 1967.

Joseph V. Strouse
Joseph V. Strouse

Notary Public, Wayne
County, Michigan.

My Commission expires 1-23-71

RECORDED RIGHT OF WAY NO. 24838



THE CHESAPEAKE AND OHIO RAILWAY COMPANY
THE BALTIMORE AND OHIO RAILROAD COMPANY
ENGINEERING DEPARTMENT
CHESAPEAKE AND OHIO BUILDING
HUNTINGTON, W. VA.

I. W. GAMBLE
ls
NOV 17 1967
WJ
PROP. & R/W DEPT.

R. C. TENCH
CHIEF ENGINEER--SYSTEM

November 14, 1967

File: 131-4-9282 - IF39

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 October 2, 1967, Plan RX-3257B, covering a proposed power line crossing our tracks and right of way at Station 33 plus 70, on our Toledo Subdivision, Saginaw Division, at Romulus, Michigan.

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

Yours very truly,

R. C. Tench
R. C. Tench
Chief Engineer - System

RECORDED RIGHT OF WAY NO. 24838

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 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.

~~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 a rental charge for the use of its premises the sum of \$100.00 per month for the period of 12 months commencing on the date of the execution of this agreement for the period of 12 months ending on the date of the expiration of this agreement. Licensee shall also pay to Railway a rental charge for the use of its premises the sum of \$100.00 per month for the period of 12 months commencing on the date of the execution of this agreement for the period of 12 months ending on the date of the expiration of this agreement.~~

RECORDED RIGHT OF WAY 24238

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of the 6th day of November, 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) #2 TBWP 13,200 volt
wires, one (1) #0 B neutral wire and one (1) 5/16 inch copperweld guy wire (Span B-L).

at a point located at Station 33 plus 70

Mile Post - - - - Feet, Toledo

Subdivision, Saginaw Division, at or near Romulus

County of Wayne, State of Michigan;

said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in
accordance with attached Licensee's Plan RX-3257B, dated 9-25-67

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 IN DEPT. OF REVENUE 22738

~~And the sum of _____ Dollars (\$ _____) of such like 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.~~

11. Licensee shall pay to Railway upon the execution of this agreement a license fee of One Hundred Dollars (\$100.00) 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 Fifty Dollars (\$50.00) per annum in advance for each and every year during which this agreement shall remain in force and effect.

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 January 30, 1954 between the above parties 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

Contract Checked
MAG
Supt. of Costs

R. G. Duke
Assistant General Solicitor

By *R. G. Duke*
General Manager

THE DETROIT EDISON COMPANY

Licensee

By *R. Q. Duke*
R. Q. Duke Director

Properties and Right of Way Department
(title)

J. W. Gumbel
H. W. Mabee
o.g. lal

RECORDED RIGHT OF WAY NO. 24838

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

October 12, 1967

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

MICHIGAN PUBLIC SERVICE COMM.	
PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. _____	R & S _____
OCT 13 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** approximately $\frac{1}{2}$ mile southwest of the Village of **Romulus** in the southeast $\frac{1}{2}$ of Section 19, and the southwest $\frac{1}{2}$ of Section 20, **Romulus Township, T-38, R-9E, Wayne County, Michigan.**

Span A-L

Three #2 TWMP 13,200 volt wires, one #0 B, neutral wire and one 5/16" copperweld guy wire over the spur track of the C.&O.R.R. located in private property at a point 100' west of the centerline of Huron River Drive and 77' north of the centerline of North Line Road.
Station 33 plus 70.

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. (10-6-67)
- 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. ED 2-8-4087 dated 10-19-56
- This is a new crossing.

Reference number of construction drawing is RX- 3257B

Railroad File: 131-4-9282

Yours very truly,

ED2-8-6134

Permit No. _____

Date 10-17-67

By J M Hoppe

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

Check in circle indicates statement applicable.

RECORDED RIGHT OF WAY NO. 24838



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

October 6, 1967

File 131-4-9282 10/36

Open B-L

I. W. GAMBLE
[Signature]
OCT 11 1967
[Signature]
BRIDGE & R/W DEPT.

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. I. W. Gamble

Gentlemen:

Reference is made to your letter dated October 2, 1967, Plan RX-3257B, 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 33 plus 70 of the Toledo Subdivision, at a point 100 feet west of the center line of Huron River Drive and 77 feet north of the center line of North Line Road in Sections 19 and 20, Town 3 south, Range 9 east, Romulas Township, Wayne County, Michigan.

The crossing will consist of three (3) #2 TBWP 13,200 volt wires, one (1) #08 neutral wire and one (1) 5/16 inch copperweld guy wire (Span B-L), 30.3 feet above top of rails.

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

Very truly yours,

R. C. Tench
Chief Engineer - System

RECORDED RIGHT OF WAY NO. 24838



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

SIGNAL AND COMMUNICATIONS DEPARTMENT

~~CONFIDENTIAL~~

~~Y. N. JOHNSON~~
~~Gen. Supt. Sigs. & Comms.~~

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

T. L. CARLSON
Supt. of Sigs.

Detroit 2, Michigan

P. A. FLANAGAN
Supt. of Comms.

September 13, 1956 E

1956 SEP 14 10 12 24

REAL ESTATE AND
RIGHTS-OF-WAY DEPT. W.C. - Romulus

The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

Gentlemen:

This will acknowledge receipt of your letter of September 7, 1956, requesting waiver of right of notice and hearing before the Michigan Public Service Commission for permission to construct an aerial wire line crossing over our tracks in highway at station 30 plus 90, Jet Engine Spur, Romulus, Michigan, your drawing EX-3257 (Span C-D). Crossing to consist of three (3) #000 ACSR wires carrying 40,000 volts, three (3) #2 ACSR wires carrying 4800 volts and one (1) 3/8" bethanized steel shield wire. C-5.1

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 with the specifications of the Michigan Public Service Commission for such wire line crossings.

Very truly yours,

M. F. Anderson
General Superintendent
Signals and Communications

RECORDED RIGHT OF WAY NO. 24838

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

October 2, 1967

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

Proposed Overhead Wire Crossing:

Three #2 TWBP 13,200 volt wires, one #0 B neutral wire
and one 5/16" copperweld guy wire. Span B-L

Specific Location

Over spur track of the C & O RR in private property at a point 100 feet
West of the center line of Huron River Drive and 77 feet North of the
center line of North Line Road approximately 1/2 mile Southwest of the
Village of Romulus.

R. R. Valuation Station 33 + 70 R. R. Mile Post _____

City/Village _____ Township Romulus, SE 1/4 Sec. 19 & SW 1/4 Sec. 20

County Wayne Detroit Edison Plan Attached EX-3257B

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

Previous Agreement Information (if any) Date 1-30-54 (R. R. Plan) A 5 B T94-10

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

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
Properties and Rights of Way Department

RECORDED RIGHT OF WAY NO. 24838

THE DETROIT EDISON COMPANY

PROPOSED LINE CROSSING OVER MESADUCKE & OHIO R.R. (LISTING PERMIT NUMBER C-7-D-801-9087)
 WABASH RD. 100' E. OF MURAN. 262' DE. AND IN DEL. POINT IN POINTS APPROX. 1/2 MILE S.W. OF THE
 IN 113' E. AND 100' W. OF MURAN RIVER DE. AND 45' AND 77' NORTH OF CITY OF VILLAGE OF ROMULUS
 WA. 3.58 RD. (CALLED NORTHLINE RD. BY 243257) TOWNSHIP ROMULUS T 35 R 9 E COUNTY WAYNE
 SECTION 19 S E 1/4 TOWNSHIP ROMULUS T 35 R 9 E COUNTY WAYNE

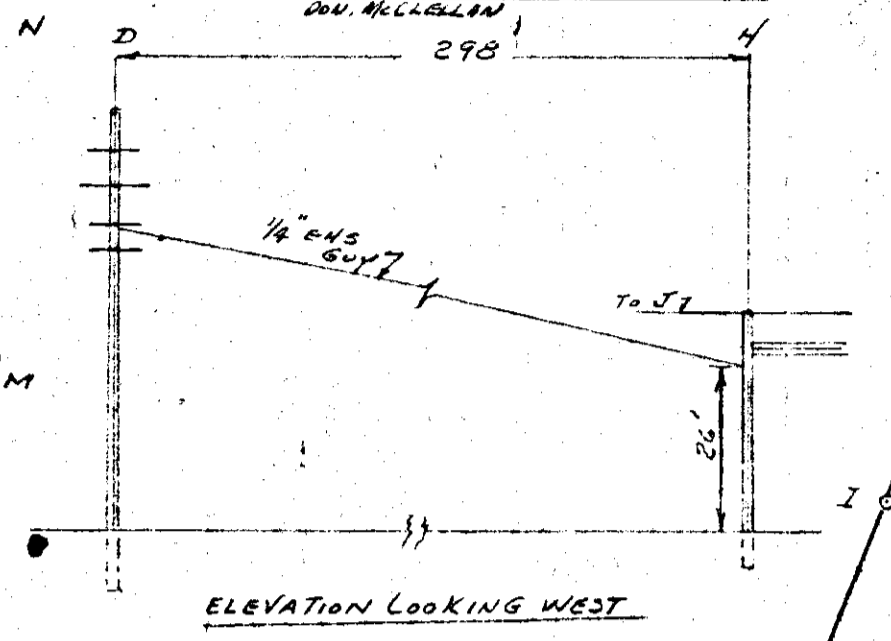
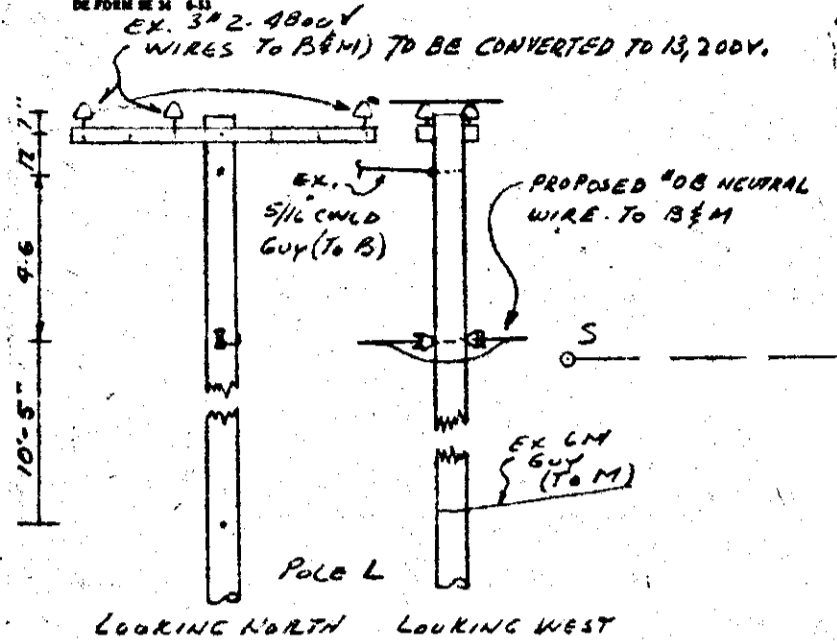
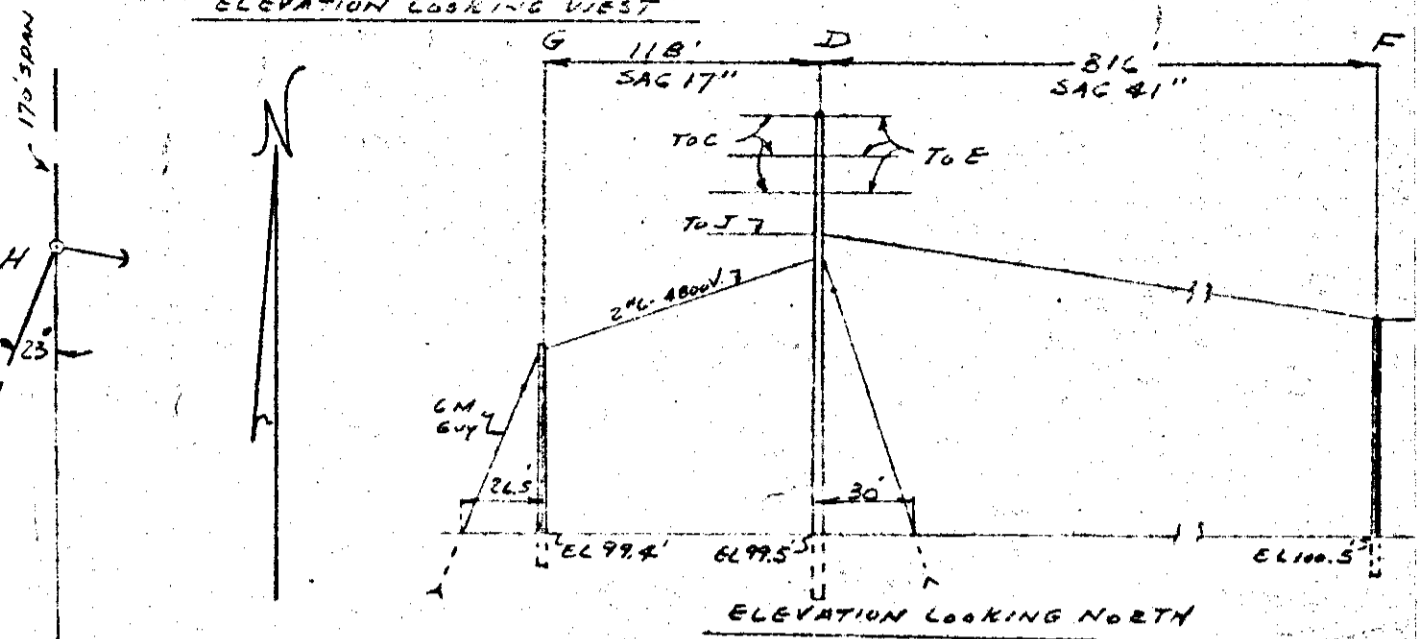
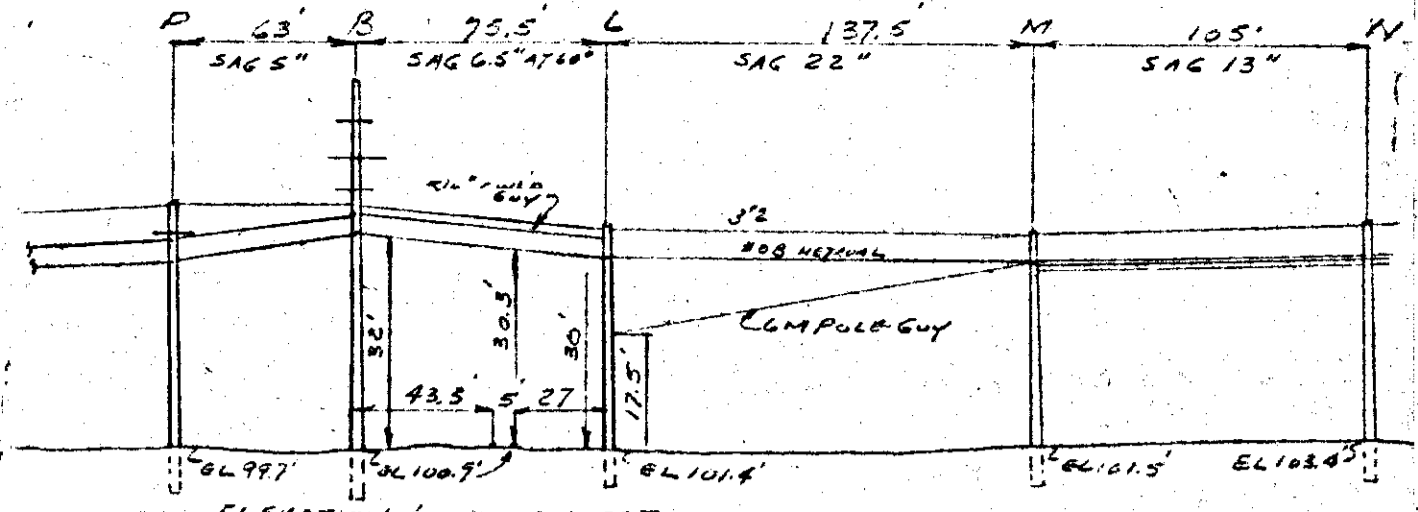
NOTES
 MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

NEAREST POLE TO RAIL	BIDDING	7 FT.
	MAIN LINE	12 FT.
WIRES OVER TRACKS	0-300 VOLTS	27 FT.
	300-7500 VOLTS	28 FT.
	24000 VOLTS	30 FT.
WIRES OVER R.R. SIGNAL	0-300 VOLTS	2 FT.
	300-7500 VOLTS	4 FT.
	24000 VOLTS	6 FT.

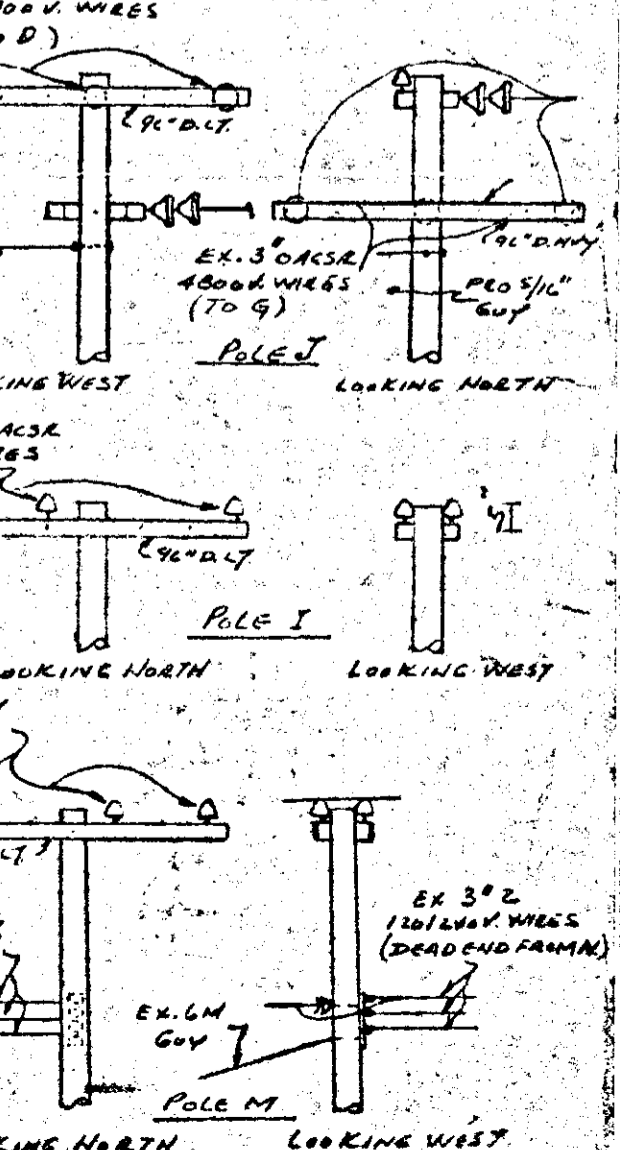
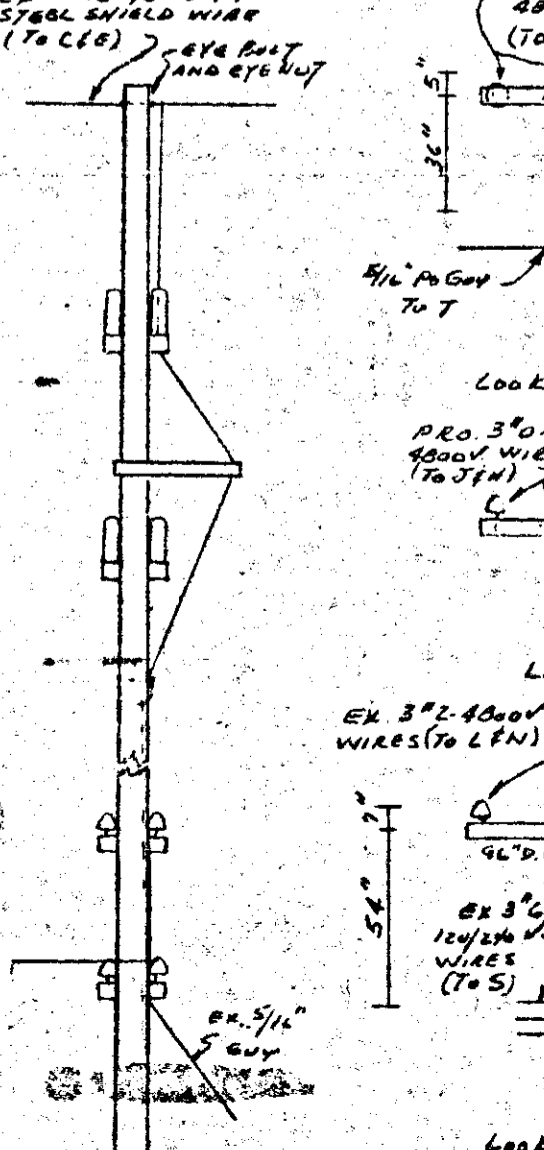
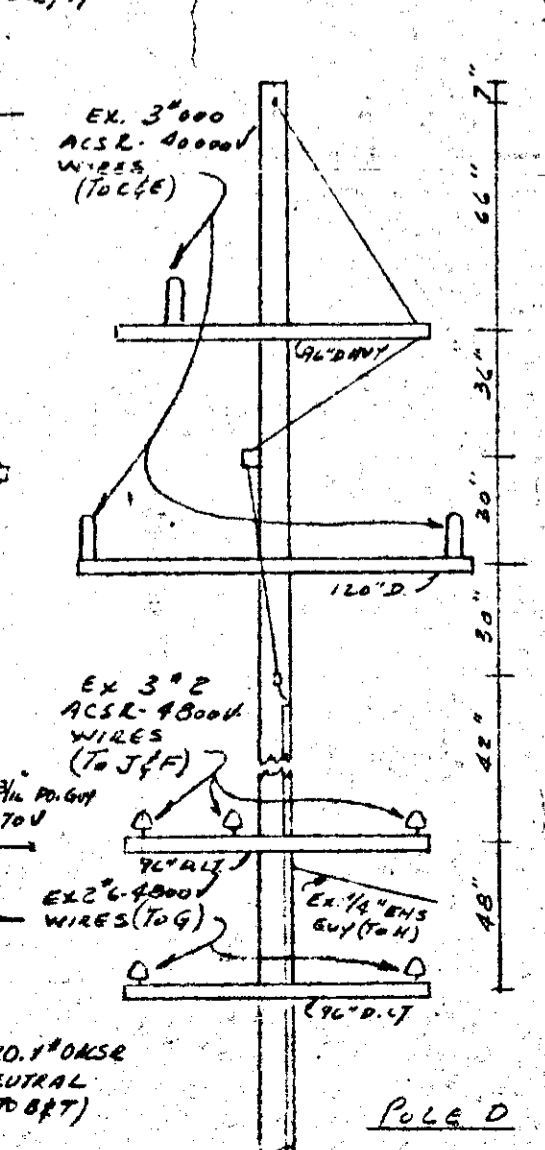
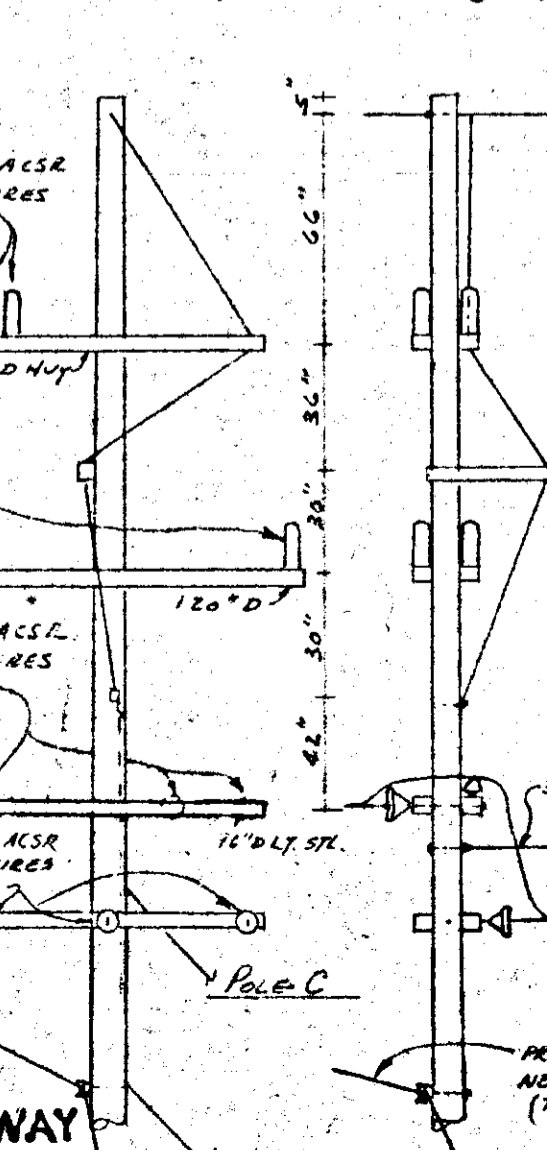
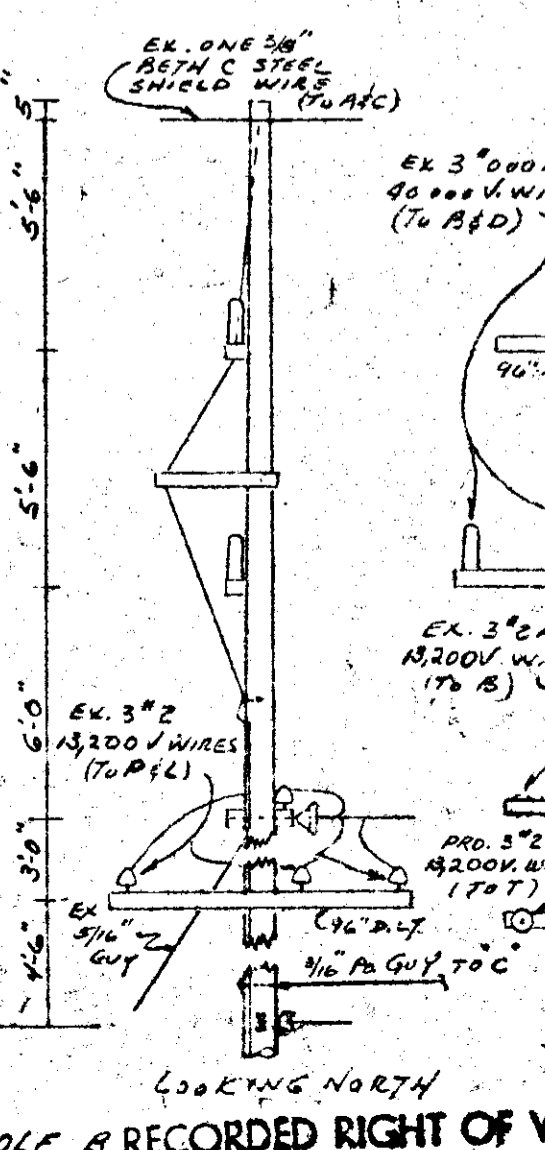
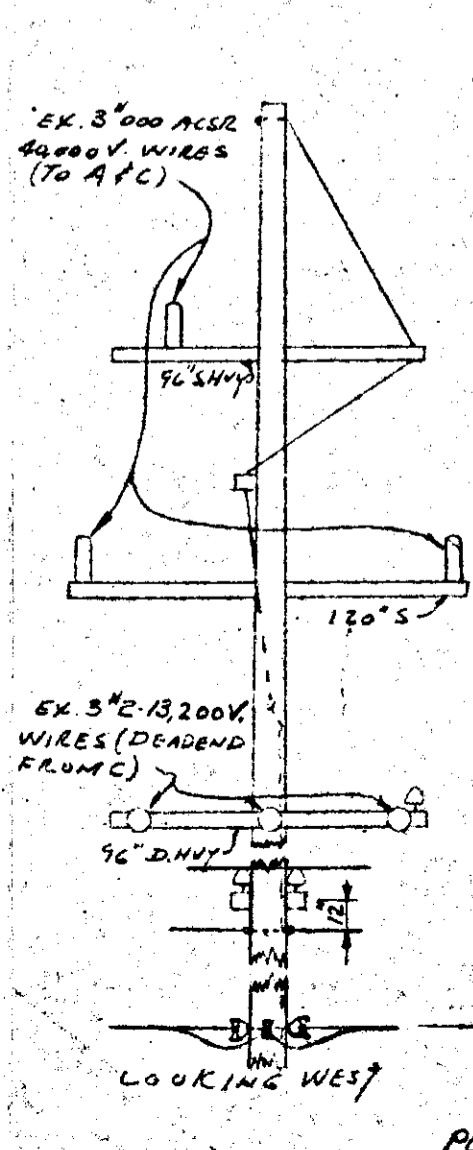
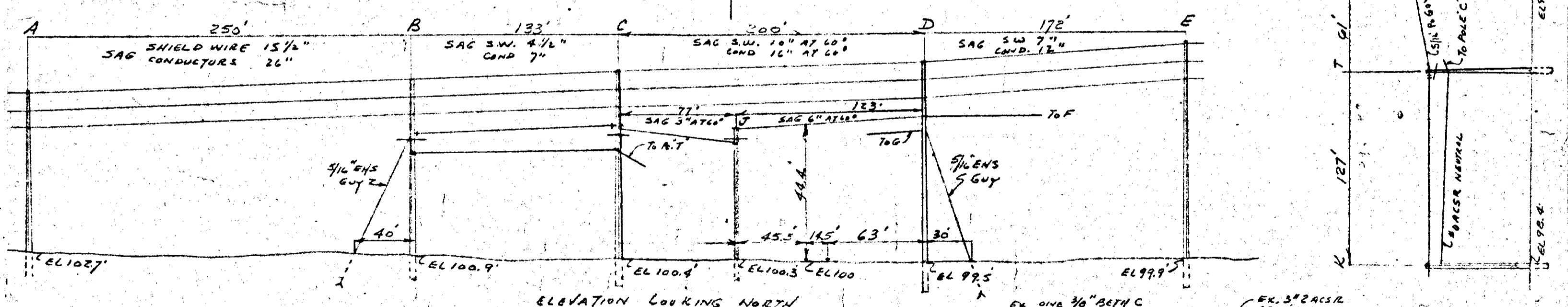
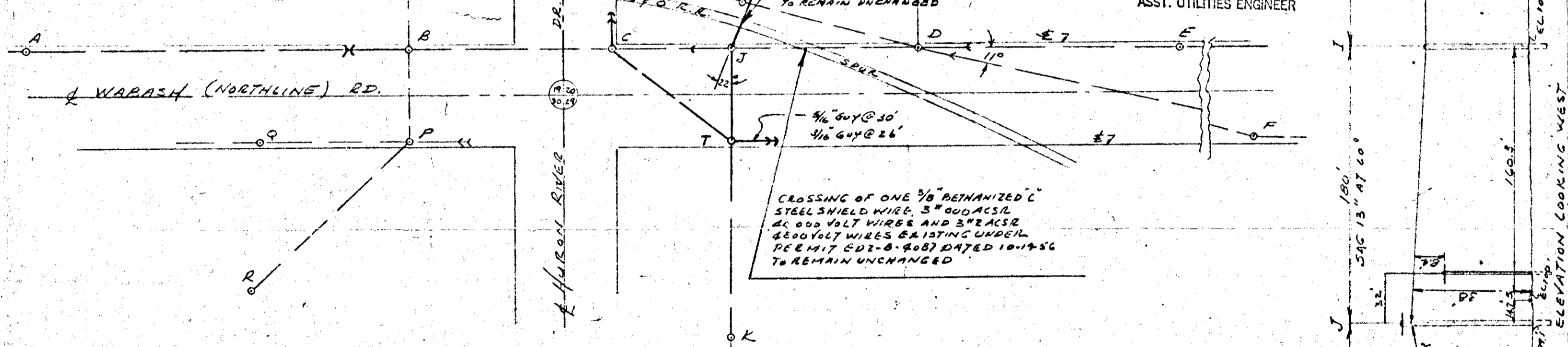
CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
3	#2	TBWP	13,200	A	60'	3	WOOD
1	#0	B	VERTICAL	B	65'	2	"
1	1/4"	CWLD	GUY	C	70'	2	"
1	1/4"	ACSR	SULLY	D	75'	2	"
3	000	ACSR	4800 N-D	E	80'	2	"
3	#2	ACSR	4800	F-H-15	40'	5	"
3	#0	NSR	4800 J-J	G	35'	5	"
				J	50'	3	"

DRAWN BY J. WHITE ENGINEERING DIVISION DATE 7-15-67
 ESTIMATOR M. SARRIT OVERHEAD LINES DEPT. WAYNE



EXIST. CROSSING OF 3#2-4800 VOLT WIRES AND ONE 1/4" COPPERWELD GUY WIRE AND PROPOSED ONE #08 NEUTRAL WIRE.

NOTE: EXIST 3#2 4800 V. WIRE TO BE CONVERTED TO 13,200V.



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

POLE B RECORDED RIGHT OF WAY 24838

RECORDED RIGHT OF WAY NO. 24838

THE DETROIT EDISON COMPANY

PROPOSED LINE CROSSING OVER THE CHESAPEAKE OHIO R.R. EXISTING PERMIT NUMBER ED 2-B-5073
 WARASH RD. 150' E. OF HURON RIVER DE AND IN DEL. PROP. IN POINTS APPROX 1/2 MILE S.W. OF THE
 IN 115' E. AND 100' W. OF HURON RIVER DE AND 45' AND 77' NORTH OF CITY OF VILLAGE OF ROMULUS
 WARASH RD. CALLED NORTH LINE RD ON EX 3237
 SECTION 19 3 E 14 TOWNSHIP ROMULUS T 35 R 9 E COUNTY WAYNE

RX 3257D
 J. J. ...

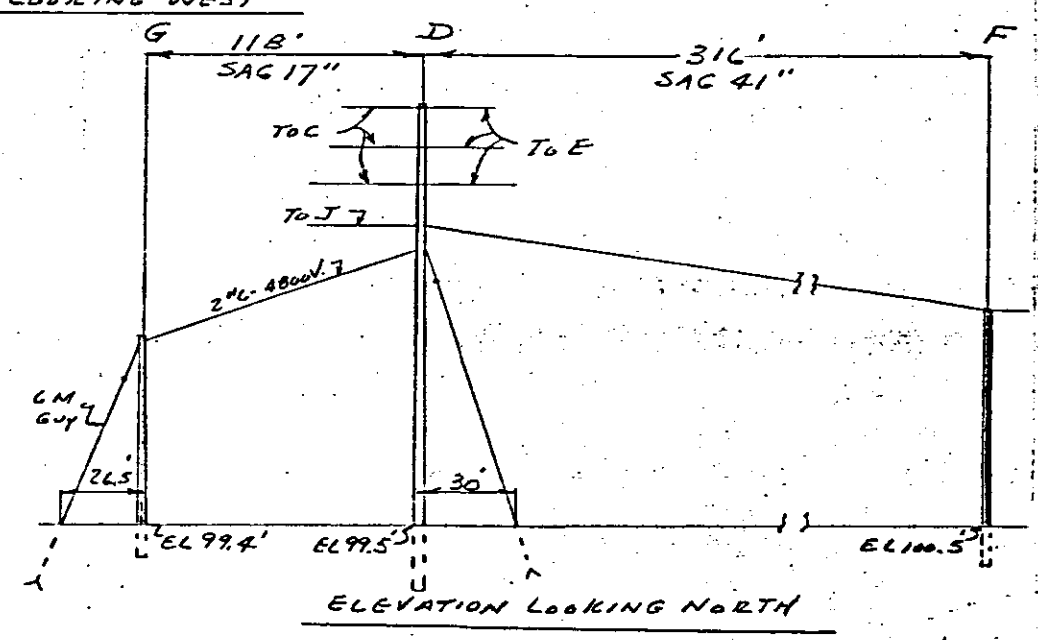
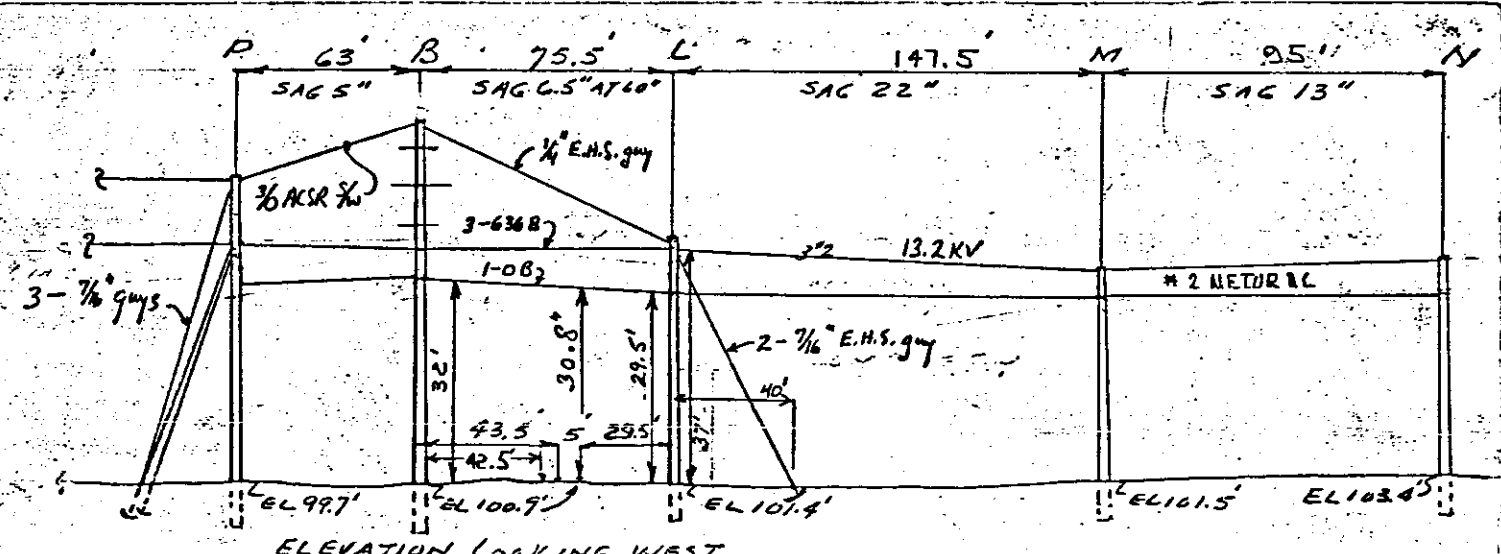
NOTES
 MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

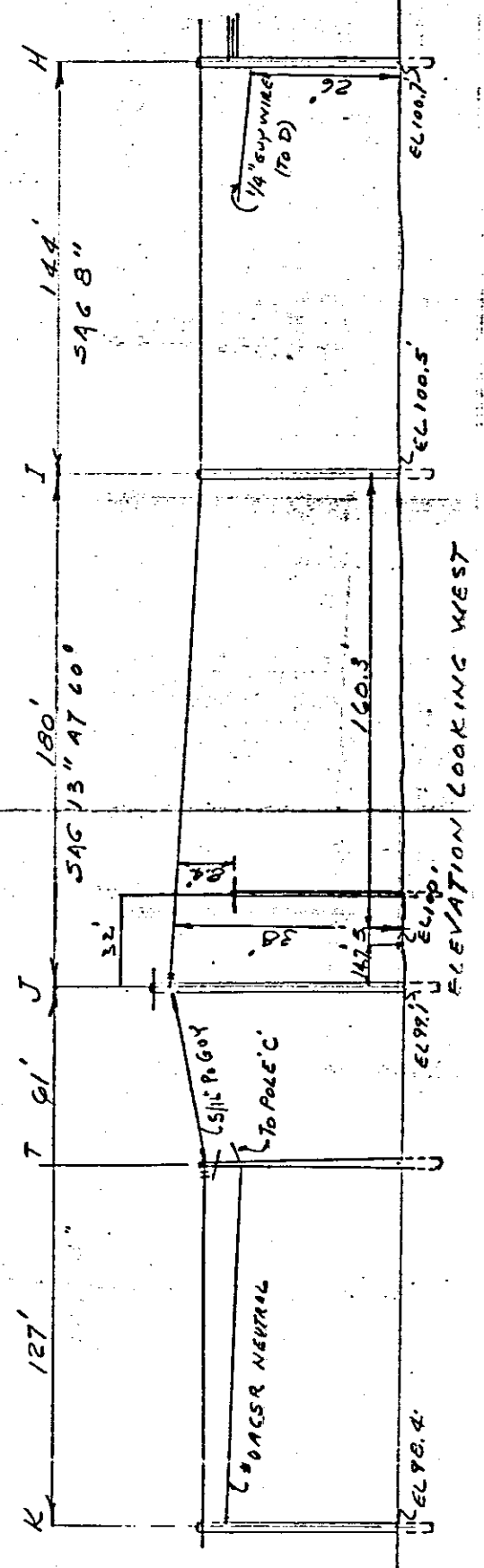
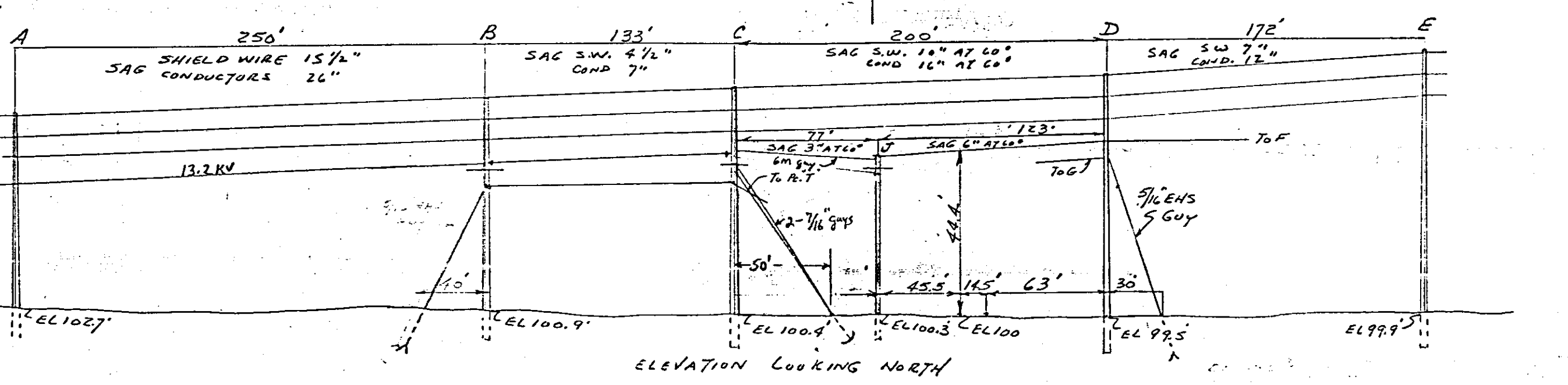
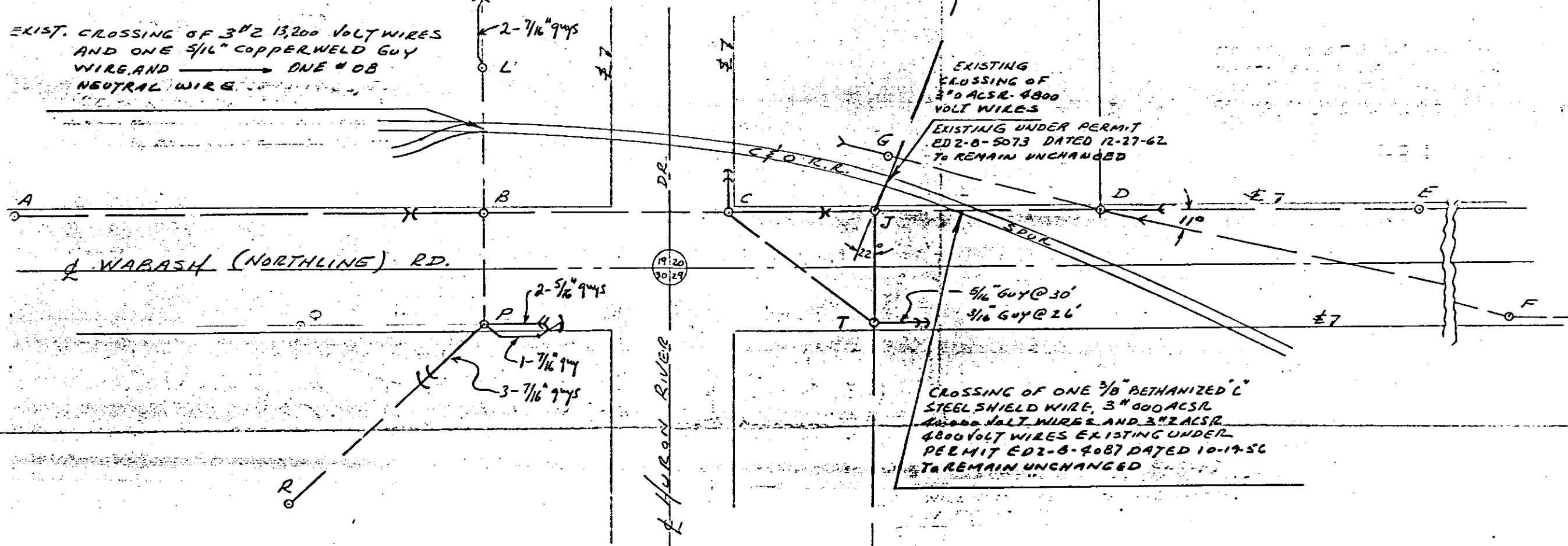
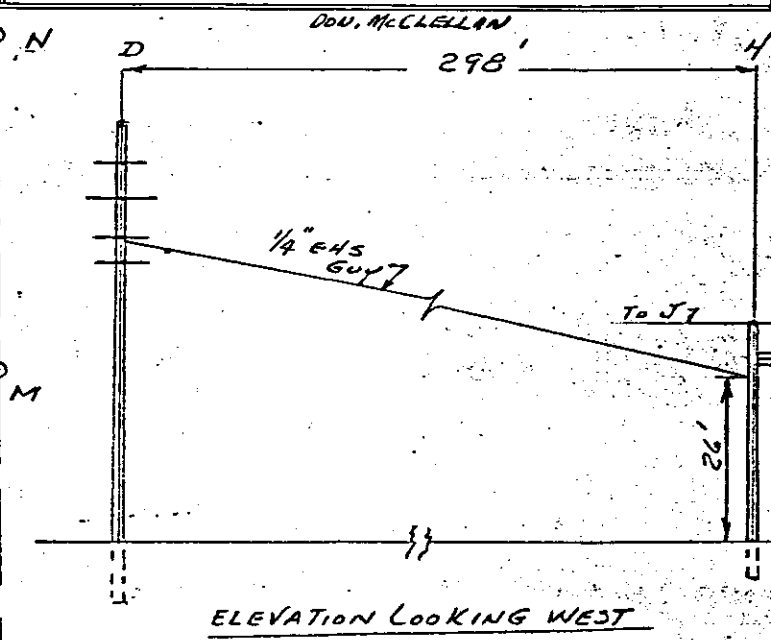
NEAREST POLE TO RAIL	SIDING	7 FT.
	MAIN LINE	12 FT.
WIRES OVER TRACKS	0-800 VOLTS	27 FT.
	800-7800 VOLTS	28 FT.
	24000 VOLTS	30 FT.
WIRES OVER R. R. SIGNAL	0-800 VOLTS	2 FT.
	800-7800 VOLTS	4 FT.
	24000 VOLTS	8 FT.

CONDUCTORS		M 45 POLES 4 WOOD					
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
3	636	B	13200	A	60'	3	WOOD
1	"0"	B	NEUTRAL	B	65'	2	"
1	1/4"	E.H.S.	GUY	C	70'	2	"
1	3/8"	STEEL SHIELD		D	75'	2	"
3	000	ACSR	4800	E	80'	2	"
3	"2	ACSR	4800	F-H	40'	5	"
3	"0	ACSR	4800	J	35'	5	"
				J	50'	3	"

CHECKED BY J.M. HAYES ENGINEERING DIVISION DATE 4-27-77
 ESTIMATOR L. BAILEY OVERHEAD LINES DEPT. WDHR.



NOTE: SPAN B-L BEING ENERGISED TO 13200 V
 D.O. A-26583
 REVISED 10-20-77 D.O. B-27530
 RP POLE "L" 40' WITH 45' R. BERHARDT



Note: SPAN B-L BEING RECONDUCTORED TO 636B
 D.O. # C-26922
 - Revised conductors P-L & A-C
 - Changed & added guying at P, B, L & C.
 2-16-73
 N.E.I./W.H.A.

RECORDED RIGHT OF WAY 24938

RECORDED RIGHT OF WAY NO. 24838