

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

TO RECORDS CENTER: April 24, 1972

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

Chesapeake and Ohio Railway Company R.R. File No. 131-4-10888

Facilities Covered:

Two 120,000-volt transmission circuits with two ground wires per crossing. (Crossing No. 2)

NOTE: Crossing No. (2) now includes crossing over main line tracks between Towers 354 and 355 previously labeled Crossing No. 3 on original Drawing RX-3927.

Specific Location:

In private property 1780 feet South of Pontiac Trail and approximately 2690 feet East of Wixom Road.

R. R. Valuation Station 11022 + 00 Mile Post

City/Wixom Township

County Oakland Detroit Edison Plan No. RX-3927A

Agreement/~~Permit~~ Date March 14, 1972 R. R. Plan No. Used DE Company Plan

Preparation Fee \$100.00 Annual Rental \$100.00

Supersedes and Cancels Agreement dated February 26, 1970 R/W No. XXXXXXXXXXXXXXXX

Attached XXXXXXXXXXXXXXXXXXXX Agreement is to be made a part of R/W 26472

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

Table with 4 columns and 6 rows. Headers include 'REFERRED TO', 'HB:dmk', and 'DE FORM PD 189 2-64 CS'.

RECORDS CENTER RECEIVED JUL 12 '72 TICKLER MADE CLASSIFIED

Signature of I. W. Gamble, Supervisor of Rights of Way

AUG 15 1972 RAP NOV-2

RECORDED RIGHT OF WAY NO. 26472

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The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this 14th day of March, 1972, between
THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter called
"Railway", and **THE DETROIT EDISON COMPANY, a Michigan and 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 **two (2) 120 KV circuits consisting of two (2) 7/16" steel ground wires and six (6) 1431 MCM 45/7 ACSR wires (Crossing No. 2)**

at a point located at Station 11022 plus 00

Mile Post ---- Feet, Toledo

Subdivision, Detroit Terminal Division, at or near Wixom

County of Oakland, State of Michigan

said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in

accordance with attached **Licensee's Dwg. No. RX-3927A, dated 1-23-70, revised 2-17-72 and Data Sheet**

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. 26473

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 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 Chief Engineer—System, 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 _____ Dollars (\$ _____) 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 _____ Dollars (\$ _____) on the execution of this agreement, for the five-year period extending from the _____ day of _____, 19____ through the _____ day of _____, 19____.~~

RECORDED RIGHT OF WAY 26472

~~and the sum of _____ Dollars (\$ _____), 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.~~

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 One Hundred Dollars (\$100.00) 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 February 26, 1970 between the above parties covering a crossing at the above location is hereby terminated.

JK

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

Approved as to form:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *G. Senachee Jr.*
General Manager

APPROVED

M. W. Foster
Superintendent

THE DETROIT EDISON COMPANY

Licensee

By *W. C. Arnold*
Director

Approved As To Form

John James 3/24/72
Law Department

Real Estate and Rights of Way Department

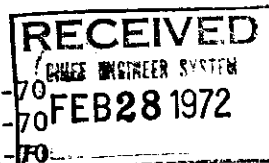
(title)

*Approved by
H. A. Placich
Cramble*

131-A-10888 IF/37

RECORDED RIGHT OF WAY NO. 26472

DATA SHEET TO ACCOMPANY DRAWING RX-3927A
Revision of Crossing Rx-3927
Covered Under Permits ED-2-8-6500 Dated 3-11-70
ED-2-8-6501 Dated 3-11-70
ED-2-8-6502 Dated 3-11-70



Name of Company
The Detroit Edison Company

Name and Location of Crossing
Crossing of the Wixom - Hancock 120 kV tower line over the C & O Railroad. Crossing No. 1: approximately 2,690 feet east of Wixom Road and approximately 1,970 feet south of Pontiac Trail. Crossing No. 2: approximately 1,780 feet south of Pontiac Trail and approximately 2,690 feet east of Wixom Road. City of Wixom, Oakland County, Michigan.

Circuits
Two 120,000 volt, 60 cycle, three-phase transmission circuits and two ground wires per crossing.

Towers and Crossarms
Steel towers as per attached drawing B-1 (AA/T).

Conductors
Six 1431 Mcm 45/7 ACSR and two 7/16" steel ground wires at each crossing.

Insulators
Twelve 5-3/4" x 10" O.B. 32440 in suspension.

Suspension and Deadend Details
ED-1-7008

RECORDED RIGHT OF WAY NO. 26472

System Engineering Department
CVP/mak 2/2/72

INTERDEPARTMENT CORRESPONDENCE

October 1, 1970

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company R.R. Agreement File No. 131-4-10888

Facilities Covered:

One 120,000 volt transmission circuit and one ground wire. (Crossing No. 3)

Specific Location:

Located approximately 1790 ft. South of Pontiac Trail Road and approximately 2690 ft. East of Wixom Road.

R. R. Valuation Station 11022+00 Mile Post _____

City/~~Village~~ Wixom Township _____

County Oakland Detroit Edison Plan No. RX-3927

Agreement/~~Permit~~ Date February 26, 1970 R. R. Plan No. Used DECo Plan

Preparation Fee \$100.00 Annual Rental \$100.00

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

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
[Handwritten initials]

RECORDS CENTER
OCT 16 1970

GEN'L. ACCTG. DEPT.
ENTERED - CANCELLED
CONTRACT BOOK NO _____
DATE 2/19/71
BY _____
CHECKED BY [Signature]

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

HLB:mls

RECORDED RIGHT OF WAY NO. 96428
Canceled
[Vertical handwritten notes]

[Handwritten notes]
No. 5
11/14, 1970

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this 26th day of February, 19 70, 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) 1,431 MCM ACSR 120,000
volt wires and one (1) 7/16" steel ground wire (Crossing No. 3)

at a point located at Station 11022 plus 00

Mile Post - - - Feet, Detroit

Subdivision, Detroit Terminal Division, at or near Wixom

Oakland, County of Michigan, State of Michigan;
said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in
accordance with attached Licensee's Drawing RX-3927, dated 1-23-70

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. 28428
Canceled

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FROM THE DATE OF EXECUTION HEREOF, AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL TERMINATED BY EITHER PARTY BY NOTICE IN WRITING AS PROVIDED HEREIN. IN THE EVENT OF TERMINATION OF THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE TERM THEREOF, THE LICENSEE SHALL BE RESPONSIBLE FOR THE COST OF REMOVAL AND RESTORATION OF THE CROSSING AND THE COST OF THE LICENSE FEE AND SUPERVISION EXPENSE. THE LICENSEE SHALL ALSO BE RESPONSIBLE FOR THE RENTAL CHARGE FOR THE USE OF ITS PREMISES AS PROVIDED HEREIN. THE LICENSEE SHALL BE RESPONSIBLE FOR THE COST OF THE LICENSE FEE AND SUPERVISION EXPENSE. THE LICENSEE SHALL ALSO BE RESPONSIBLE FOR THE RENTAL CHARGE FOR THE USE OF ITS PREMISES AS PROVIDED HEREIN.

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 One Hundred Dollars (\$100.00) per annum in advance for each and every year, or fraction thereof, 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.

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]

By *[Handwritten signature]*
General Manager

APPROVED
[Handwritten signature]
Superintendent

THE DETROIT EDISON COMPANY
Licensee
By *[Handwritten signature]*
Director

[Handwritten signature]

Properties and Rights of Way Department
(title)

131-4-10888 IF/44

Approved
[Handwritten signature]

[Handwritten signature]
8/26/70

RECORDED RIGHT OF WAY NO. 36475
Canceled

DATA SHEET TO ACCOMPANY DRAWING RX-3927

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Wixom-Hancock 120KV tower line over the C&O R.R. (Crossing #1) approximately 2,100' south of Pontiac trail Rd. and approximately 2,690' east of Wixom Rd. (Crossing #2) tower line over the C&O R.R. approx. 1,970' south of Pont. Trail Rd. and approx. 2,690' east of Wixom Rd. (Crossing #3) tower line over C&O R.R. approximately 1,790' south of Pont. Trail Rd. and approx. 2,690' east of Wixom Rd. Town 1N., Range 8E, Section #5, City of Wixom, Oakland County, Michigan.

Circuits

One 120,000 volt, 60 cycle, 3-phase transmission circuit, one ground wire over each crossing.

Towers and Crossarms

Steel towers as per attached drawings, T-8412 & T-8414.

Conductors

3-1431 MCM 45/7 ACSR and one 7/16" steel ground wire at each crossing.

Insulators

8-5 3/4"x10" O.B. 48008 in suspension.

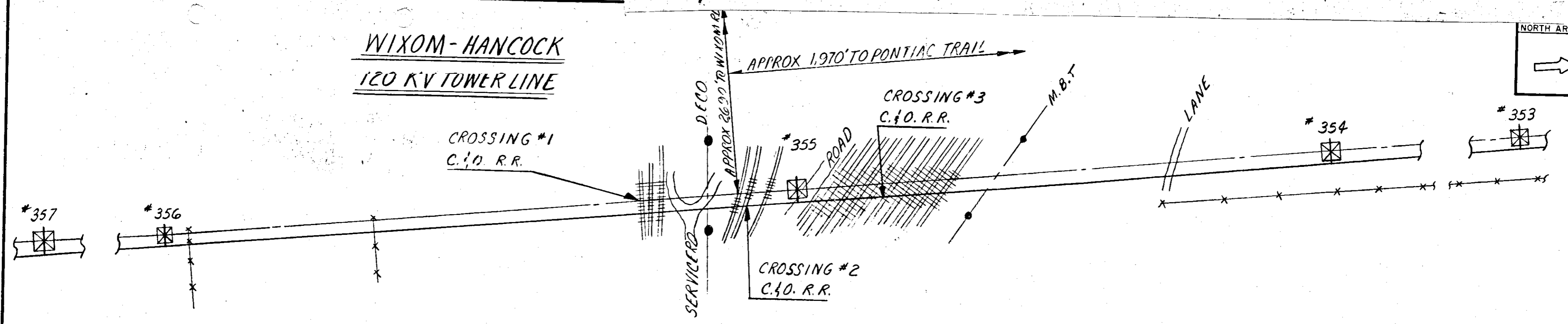
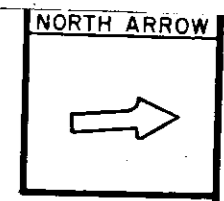
Suspension and Deadend Details

As shown on Dwg. RX-3927.

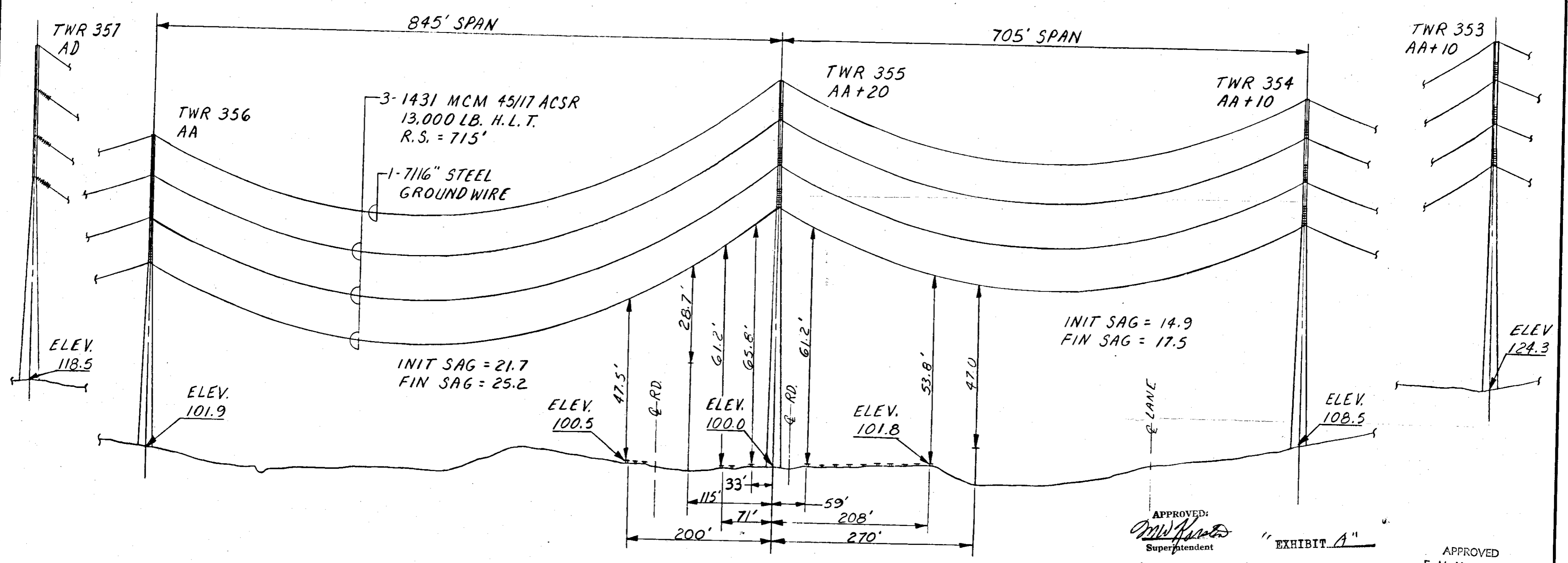
General Engineering Dept
JW/ct 2/3/70

RECORDED RIGHT OF WAY NO. 316413
Canceled

WIXOM-HANCOCK
120 K.V. TOWER LINE



PLAN OF CROSSING
SCALE 1" = 100'

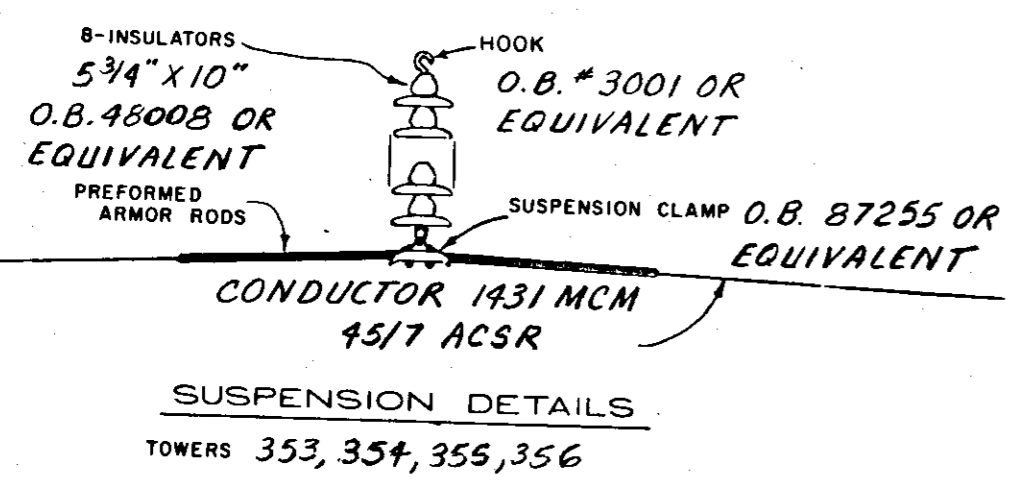


ELEVATION OF CROSSING
SCALE: HOR 1" = 100'
VER 1" = 20'

APPROVED:
[Signature]
Superintendent

"EXHIBIT A"

APPROVED
E. M. Hastings, Jr.
UTILITY ENGINEER



ALL DIMENSIONS
AT 60° F

CITY WIXOM
COUNTY OAKLAND
TOWNSHIP T. IN., RBE.
SECTION NO. 5

THE DETROIT EDISON COMPANY
PLAN SUBMITTED TO
MICHIGAN PUBLIC SERVICE COMMISSION
FOR 120,000 CROSSING
OVER C&O R.R.
DRAWN BY J. WRIGHT
APPROVED BY *[Signature]* DATE 1-23-70
DATE 2-7-70

| | |
|-------------------------|-------------------------------|
| PERMIT NO. ED | DRAWING NO. RX-3927 |
|-------------------------|-------------------------------|

RECORDED RIGHT OF WAY NO. 24473

Canceled