



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

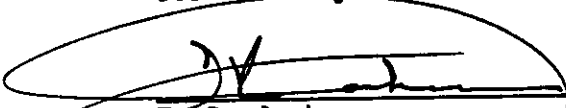
Mr. Thomas Wilson  
Detroit Edison Company  
2000 Second Avenue  
Detroit, MI 48226

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. 26689

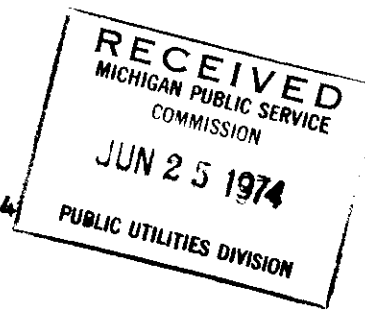
SEE:  
RECORDED RIGHT OF WAY NO. 49790

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

January 10, 1974

Processed June 24, 1974



Michigan Public Service Commission  
Lansing, Michigan 48913

Gentlemen:

I, E. Williams, OH Trans. Supervisor, Overhead Trans. Division  
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the  
wire crossing covered by Wire Crossing Permit No. ED2-8-7135  
issued Oct. 5, 1972, 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 ED2-9.01, and that this crossing will be  
maintained as provided in such specifications and construction standards.

Yours very truly, *E. Williams*

RX No. 3922A (Crossing No. 1)  
Location City of Detroit  
Springwells Twp.,  
P. C. 340, Wayne Co.  
Railroad Chesapeake & Ohio  
Railway Company

Subscribed and sworn to before me this  
24th day of June, 1974.  
*[Signature]*  
Robert R. Tewksbury  
Notary Public, Oakland  
County, Michigan.  
My Commission Expires 6-5-76

P.P. 500 ft W of Woodmere, W of  
I-75 Bridge

R.R. File No. 187-3-575  
131-4-10808

RECORDED RIGHT OF WAY 26689

RETURN COPY OF THIS AFFIDAVIT TO REAL ESTATE AND RIGHTS OF WAY DEPT.

**THE DETROIT EDISON COMPANY**2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

August 25, 1972

Michigan Public Service Commission  
Lansing, Michigan 48913

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **Chesapeake and Ohio Railway Company in the City of Detroit, Springwells Township, P.C. 340, Wayne County, Michigan.**

**Crossing No. 1 (Between Poles 6979-6980)**

One 120,000-volt transmission circuit and One 230,000-volt transmission circuit with two ground wires (This is an addition of the 230-KV circuit), located in private property 500 feet West of Woodmere, West of I-75 Freeway Bridge.

R.R. V.S. 440 + 40

The proposed wire crossing will be constructed in accordance with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

- Enclosed is a waiver of hearing granted by the Railroad Company. Dated 8-23-72  
R.R. File No. 131-4-10808
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. **ED2-8-6503** dated **3-10-70**
- This is a new crossing.

**HB:dak** Reference number of construction drawing is RX- **3922A**

Yours very truly,

Permit No. ED2-8-7135  
Date October 5, 1972  
By MPSC

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

RECORDED RIGHT OF WAY 26689

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\* \* \* \* \*

Railroad Wire-Crossing Permit No. ED2-8-7135

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

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

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

City of  
Detroit  
  
County of  
Wayne  
  
State of  
Michigan

Crossing No. 1  
Crossing of one (1) 120 KV, 60 Hz, 3 phase, 3 wire and one (1) 230 KV, 60 Hz, 3 phase, 3 wire, transmission circuits, known as River Rouge-Maxwell 120 KV and Navarre-Waterman 230 KV Lines, respectively, on one (1) double circuit steel pole and tower line, with two (2) ground wires, located in private property 500' west of Woodmere, west of I-75 Freeway Bridge, R.R. V.S. 440 + 40, P.C. 340, Springwells Township, R1E, T2S  
3 - 1431 MCM 45/7 ACSR phase conductors - 120 KV  
3 - 1431 MCM 45/7 ACSR phase conductors - 230 KV  
2 - 7/16" steel ground wires

Per Drawing RX-3922A

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

MICHIGAN PUBLIC SERVICE COMMISSION

( S E A L )

DATED: **October 5, 1972**

**Earl B. Klomprens**

Its Secretary

Willis F. Ward  
Chairman

Lenton G. Sculthorp  
Commissioner

William R. Ralls  
Commissioner

RECORDED RIGHT OF WAY 26689

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

I, Earl B. Klomparens, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of Railroad Wire Crossing Permit No. ED2-8-7135

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

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

*Earl B. Klomparens*  
Secretary

RECORDED RIGHT OF WAY 266689

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Dept.  
October 10, 1972

TO RECORDS CENTER:

Attached is fully executed copy of agreement ~~agreement~~ <sup>Amendment to</sup> from:

The Chesapeake and Ohio Railway Company R.R. File 187-3-575

Facilities Covered:

Addition of One 230,000-volt Circuit and One Ground Wire to existing One 120,000-volt Circuit and One Ground Wire, including steel tower and steel Pole occupancy with overhang East and West of each crossing span.

Specific Location: On Railroad Right of Way

Steel Pole 6977 and 6978 East of Intersection of Woodmere and Dearborn, thence West from said Intersection from Pole 6979 to Tower 6983 at Maxwell Station, thence continuing West from Fort Street from Pole 6986 to Pole 6989, which point is West and South of Intersection of Riverside and Dearborn Avenue.

Between Stations

R. R. Valuation Station 403+65 & 451+00 Mile Post \_\_\_\_\_

City/Village Detroit Township Springwells, P.C. 340

County Wayne Detroit Edison Plan No. RX-3922A and RX-4050A

Amendment to Agreement ~~Agreement~~ Date 10-2-72 R. R. Plan No. 28318 <sup>1-C</sup>/<sub>6</sub>  
Original Agreement Dated 11-11-70

Preparation Fee None Annual Rental Remains the same at \$674.48

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

Attached Agreement is to be made a part of R/W 26689

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

*Hazel L. Brandon*  
I. W. Gamble, Assistant to Director

HLB

RECORDED RIGHT OF WAY 26689

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

August 25, 1972

Michigan Public Service Commission  
Lansing, Michigan 48913

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **Chesapeake and Ohio Railway Company in the City of Detroit, Springwells Township, P.C. 340, Wayne County, Michigan.**

**(Crossing Between Poles 6988-6989)**

One 120,000-volt transmission circuit and One 230,000-volt transmission circuit with two ground wires. (This is an addition of the 230-KV circuit), located in private property 80 feet North of the Center line of Miller Road and Northwest of Fort Street, South of Dearborn Street.

**R.R. V.S. Opp 405 + 95**

The proposed wire crossing will be constructed in accordance with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

- Enclosed is a waiver of hearing granted by the Railroad Company. Dated 8-23-72  
R.R. File No. 131-4-10887
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. **ED2-8-6498** dated **3-10-70**
- This is a new crossing.

**HB:dak** Reference number of construction drawing is **RX- 4050A**

Yours very truly,

Permit No. ED2-8-7138  
 Date Oct. 6, 1972  
 By MPSC

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

RECORDED RIGHT OF WAY 26689

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\*\*\*\*\*

ED2-8-7138

Railroad Wire-Crossing Permit No. \_\_\_\_\_

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

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

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

City of  
Detroit  
  
County of  
Wayne  
  
State of  
Michigan

Crossing of one (1) 120 KV, 60 Hz, 3 phase, 3 wire, and one (1) 230 KV, 60 Hz, 3 phase, 3 wire, transmission circuits, known as Navarre-Maxwell 120 KV and Navarre-Waterman 230 KV Lines, respectively, on one (1) double circuit steel pole and tower line, with two (2) ground wires, located in private property 80' north of center line of Miller Road, northwest of Fort Street, south of Dearborn Street, R.R. V.S. Opp 405 + 95, P.C. 340, Springwells Township, T2S, R11E  
3 - 1431 MCM 45/7 ACSR phase conductors - 120 KV  
3 - 1431 MCM 45/7 ACSR phase conductors - 230 KV  
2 - 7/16" steel ground wire

Per Drawing RX-4050A

RECORDED RIGHT OF WAY 26689

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

MICHIGAN PUBLIC SERVICE COMMISSION

( S E A L )

Willis F. Ward  
Chairman

Lenton G. Sculthorp  
Commissioner

William R. Ralls  
Commissioner

DATED: October 6, 1972

Earl B. Klomprens

\_\_\_\_\_  
Its Secretary



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

I, Earl B. Klomparens, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of Railroad Wire Crossing Permit No. ED2-8-7138

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

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

*Earl B. Klomparens*  
Secretary

RECORDED RIGHT OF WAY 26689

INTERDEPARTMENT CORRESPONDENCE  
Real Estate and Rights of Way Department

April 7, 1971

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company File 187-3-575

Facilities Covered:

120 K.V. steel tower and steel pole transmission line.

Specific Location:

From Pole No. 6977 at intersection of Dearborn and Woodmere,  
West to Pole No. 6989, at a point South of Riverside Avenue and  
North of Miller Road between Railroad Valuation Station 403 + 65 to  
451 + 00.

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

City/~~County~~ Detroit and Dearborn Township Springville

County Wayne Detroit Edison Plan No. ED-6901 and RX-4050, RX-3922

Agreement/~~Permit~~ Date November 11, 1970 R. R. Plan No. 28318 dated 2-27-70

Preparation Fee \$100.00 Annual Rental \$674.48

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.

*Handwritten notes:*  
I. W. Gamble  
Supervisor of Rights of Way  
CR:dkk

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

RECORDED  
R/W No. 26689

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

Station: 440 plus 40  
Location: - -  
Sub District: Detroit  
Drawing: Detroit Terminal  
P.P.S.C. 8-23-72  
The Clerk

TO:

August 4, 1972

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

*J. T. Collinson*

Your File \_\_\_\_\_  
C. & O. File 101-4-10808

Proposed Overhead Wire Crossing:

One 120,000-volt transmission circuit and One 230,000-volt transmission circuit with two ground wires. (This is an addition of the 230-KV circuit) (Crossing No. 1) (Between Poles 6979-6980)

NOTE: This Plan also includes occupation of your right of way from Poles 6977-6981 with overhang East and West of outer poles. There is an occupation at our Maxwell Station of Towers 6982 and 6983 with overhang not shown on the Crossing Plan but outlined on your Drawing 28318 attached to Agreement.

Specific Location

In private property 500 feet West of Woodmere, West of I-75 Freeway Bridge.

RECORDED RIGHT OF WAY 26689

R. R. Valuation Station 440 + 90 R. R. Mile Post \_\_\_\_\_

City ~~XXXX~~ Detroit Township Springwells, P.C. 340

County Wayne Detroit Edison Plan Attached BX-3922A

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

Previous Agreement Information (if any) Date 11-11-70 (R. R. Plan) 28318 dated 2-27-70

Previous Waiver File No. 131-4-10808 Previous Agreement File No. 187-3-575

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.

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

HB:dmk

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

August 4, 1972

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

Proposed Overhead Wire Crossing:

One 120,000-volt transmission circuit and One 230,000-volt transmission circuit with two ground wires. (This is an addition of the 230-KV circuit) (Crossing No. 1) (Between Poles 6979-6980)

NOTE: This Plan also includes occupation of your right of way from Poles 6977-6981 with overhang East and West of outer poles. There is an occupation at our Maxwell Station of Towers 6982 and 6983 with overhang not shown on the Crossing Plan but outlined on your Drawing 28318 attached to Agreement.

Specific Location

In private property 500 feet West of Woodmere, West of I-75 Freeway Bridge.

R. R. Valuation Station 440 + 90 R. R. Mile Post \_\_\_\_\_

City DETROIT ~~Wayne~~ Detroit Township Springville, P.C. 340

County Wayne Detroit Edison Plan Attached EX-3922A

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

Previous Agreement Information (if any) Date 11-11-70 (R. R. Plan) 28318 dated 2-27-70

Previous Waiver File No. 131-4-10806 Previous Agreement File No. 187-3-575

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

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

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

HB:dak

RECORDED RIGHT OF WAY 2-6689

RW 5.6689

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Dept.  
October 10, 1972

TO RECORDS CENTER:

Amendment to  
Attached is fully executed copy of agreement ~~permit~~ from:

The Chesapeake and Ohio Railway Company R.R. File 187-3-575

Facilities Covered:

Addition of One 230,000-volt Circuit and One Ground Wire to existing One 120,000-volt Circuit and One Ground Wire, including steel tower and steel Pole occupancy with overhang East and West of each crossing span.

Specific Location: On Railroad Right of Way

Steel Pole 6977 and 6978 East of Intersection of Woodmere and Dearborn, thence West from said Intersection from Pole 6979 to Tower 6983 at Maxwell Station, thence continuing West from Fort Street from Pole 6986 to Pole 6989, which point is West and South of Intersection of Riverside and Dearborn Avenue.

Between Stations

R. R. Valuation Station 403+65 & 451+00 Mile Post \_\_\_\_\_

City/Village Detroit Township Springwells, P.C. 340

County Wayne Detroit Edison Plan No. RX-3922A and RX-4050A

Amendment to Agreement ~~Permit~~ Date 10-2-72 R. R. Plan No. 28318 1-C  
6

Original Agreement Dated 11-11-70

Preparation Fee None Annual Rental Remains the same at \$674.48

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

Attached Agreement is to be made a part of R/W 26689

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

RECORDS CENTER	
RECEIVED	OCT 20 72
INDEXED	
CLASSIFIED	
HLB	

*I. W. Gamble*  
I. W. Gamble, Assistant to Director

RECORDED RIGHT OF WAY NO. 26689

I. W. GAMBLE

OCT 5 1972  
R/E & R/W DEPT: *JUB*



THE CHESAPEAKE AND OHIO RAILWAY COMPANY  
THE BALTIMORE AND OHIO RAILROAD COMPANY  
OPERATING DEPARTMENT  
BALTIMORE, MARYLAND 21201

R. G. RAYBURN  
ASSISTANT VICE PRESIDENT-TRANSPORTATION

October 2, 1972  
File: 187-3-575 - IF-24

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Gentlemen:

This refers to our agreement dated November 11, 1970, covering a 120 KV aerial wire line on and along Railway's right-of-way with the location of eight (8) poles and three (3) towers on Railway's right-of-way between Stations 403+65 to Station 418+60; Station 429+40 to Station 432+00; Station 434+30 to Station 444+30; Station 445+60 to Station 446+60, and Station 450+10 to Station 451+00 of Railway's Detroit Subdivision, Detroit Terminal Division, in Delray, Wayne County, Michigan, and to your recent request to add a 230 KV circuit as shown on Railway's Drawing 28318, dated 2-27-70, last revised 8-22-72, attached hereto and made a part hereof.

This will constitute Railway's consent and approval of the said additional circuit with the understanding that said new facilities be subject to the terms and conditions of and covered by the aforesaid agreement as fully as though they had originally been described therein and covered thereby; it being understood and agreed that, except as hereby amended, said agreement shall continue unaltered and in full force and effect.

Please sign this letter, which is submitted in duplicate, in the space provided below, returning the original to the undersigned.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *R.G. Rayburn*  
Assistant Vice President

The foregoing is hereby acknowledged  
and agreed to this 6th day of  
October 1972.

THE DETROIT EDISON COMPANY

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

RECORDED  
INDEXED  
OCT 10 1972  
26689

Rx 3922A and Rx 4050A DETROIT RIW 26689

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226  
Station: Opp. 405 plus 95  
Location: Detroit  
Division: Detroit Terminal  
Date: 8-23-72

TO:

August 4, 1972

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

The Chesapeake and Ohio Railway Company

*J. T. Collinson*  
Chief Engineer - System

Your File \_\_\_\_\_  
C. & O. File 131-4-10887

### Proposed Overhead Wire Crossing:

One 120,000-volt transmission circuit and One 230,000-volt transmission circuit with two ground wires. (This is an addition of the 230-KV circuit) (Crossing Between Poles 6988-6989)

NOTE: This Plan also includes occupation of your right of way from Poles 6986-6989 with overhang East and Northwest of outer poles.

### Specific Location

In private property 80 feet North of the center line of Miller Road and Northwest of Fort Street, South of Dearborn Street.

RECORDED RIGHT OF WAY 26689

R. R. Valuation Station 406 + 10 R. R. Mile Post \_\_\_\_\_

City Detroit Township Springwells, P.C. 340

County Wayne Detroit Edison Plan Attached EX-4050A

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

Previous Agreement Information (if any) Date 11-11-70 (R. R. Plan) 28318 dated 2-27-70

~~Previous Waiver File No. 131-4-10887~~ ~~Previous Agreement File No. 187-3-575~~

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.

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

HB:dak

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

August 4, 1972

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

Proposed Overhead Wire Crossing:

**One 120,000-volt transmission circuit and One 230,000-volt transmission circuit with two ground wires. (This is an addition of the 230-KV circuit) (Crossing Between Poles 6988-6989)**

**NOTE: This Plan also includes occupation of your right of way from Poles 6986-6989 with overhang East and Northwest of outer poles.**

Specific Location

**In private property 80 feet North of the center line of Miller Road and Northwest of Fort Street, South of Dearborn Street.**

R. R. Valuation Station 406 + 10 R. R. Mile Post \_\_\_\_\_

City/Village Detroit Township Springwells, P.C. 340

County Wayne Detroit Edison Plan Attached RX-4050A

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

Previous Agreement Information (if any) Date 11-11-70 (R. R. Plan) 28318 dated 2-27-70

Previous Waiver File No. 131-4-10887 Previous Agreement File No. 107-3-575

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

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

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

HB:dak

RECORDED RIGHT OF WAY 26689



INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

TO RECORDS CENTER: April 7, 1971

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

The Chesapeake and Ohio Railway Company File 187-3-575

Facilities Covered:

120 K.V. steel tower and steel pole transmission line.

Specific Location:

From Pole No. 6977 at intersection of Dearborn and Woodmere,  
West to Pole No. 6989, at a point South of Riverside Avenue and  
North of Miller Road between Railroad Valuation Station 403 + 65 to  
451 + 00.

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

City/~~Village~~ Detroit and Dearborn Township Springwells

County Wayne Detroit Edison Plan No. ED-6901, RX-4050, RX-3922  
*ED-6902 and*

Agreement/~~Permit~~ Date November 11, 1970 R. R. Plan No. 28318 dated 2-27-70

Preparation Fee \$100.00 Annual Rental \$674.48

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.

REC  
C.P.

RECORDS CENTER  
RECEIVED APR 20 1971  
11:00 AM  
CLASSIFIED  
CN:dmk

GENL. ACCTG. DEPT.  
ENTERED - ~~CHECKED~~  
CONTRACT BOOK NO.  
DATE 12/10/71  
BY [Signature]

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

RECORDED RIGHT OF WAY NO. 28689

THIS AGREEMENT, made this 11th day of November, 1970 between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called First Party, and THE DETROIT EDISON COMPANY, a New York corporation, hereinafter called Second Party.

WHEREAS, Second Party desires to construct, operate and maintain a 120 KV aerial wire line on and along First Party's right of way with the location of eight (8) poles and three (3) towers on First Party's right of way between Stations 403 plus 65 to Station 418 plus 60; Station 429 plus 40 to Station 432 plus 00; Station 434 plus 30 to Station 444 plus 30; Station 445 plus 60 to Station 446 plus 60, and Station 450 plus 10 to Station 451 plus 00 of First Party's Detroit Sub-division, Detroit Terminal Division, in Delray, Wayne County, Michigan, as shown on First Party's Drawing No. 28318, dated 2-27-70, revised 11-10-70, attached hereto and made a part hereof.

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

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

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

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

3. If, in the judgment of First Party, the maintenance or use of Second Party's aforesaid aerial wire line and associated facilities shall at any time cause inductive or physical interference with the communication circuits now or hereafter installed on the property of First Party or in any manner interferes with the operation, maintenance, or use by First Party of its right of way, tracks, structures, pole lines, devices, facilities, or other of its property, Second Party, within thirty (30) days after receiving written notice from First Party to that effect, will promptly, at its own risk, cost, and expense, make all changes in its facilities as, in the judgment of First Party, may be required to eliminate such interferences. In the event First Party shall at any time hereafter deem it necessary or advisable to change the grade or location of its track or tracks, to construct any additional track or tracks, to make any other additions and betterments, or to otherwise improve, change or relocate its structures, pole lines, devices or facilities at or in the vicinity of First Party's property occupied by Second Party's aerial wire lines and associated facilities, which rights First Party hereby expressly reserves unto itself, Second Party, within thirty (30) days after receiving written notice from First Party so to do, will promptly, at its own risk, cost, and expense, relocate, raise, alter or otherwise change its aerial wire line and associated facilities in accordance with Second Party's standards of construction and maintenance on file with and approved by the Michigan Public Service Commission, or as may be required by law, to a location or locations and in a manner which, in the judgment of First Party, will enable First

RECORDED RIGHT OF WAY NO.

20087

Party to change the grade or location of its track or tracks, to construct any additional track or tracks, to make any other additions and betterments, or to otherwise improve, change or relocate its structures, pole lines, devices or facilities as aforesaid.

4. Second Party shall and will at all times hereafter assume all liability for loss of or damage to all property whatsoever and injury to or death of all persons whomsoever, caused either in whole or in part by, or arising out of, or resulting in any manner, whether solely or jointly, concurrently, or in connection with other causes, from maintenance, existence, use, renewal or removal of said aerial wire line and associated facilities covered by this agreement or from a failure to maintain, repair, or renew the same, or the collision of engines, trains, or cars with said aerial wire lines and associated facilities and Second Party shall and will protect, indemnify, and save harmless First Party, its successors and assigns, from and against any and all detriments, damages, losses, claims, demands, suits, judgments, costs and expenses arising from or by reason thereof.

5. Second Party shall pay to First Party 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. Second Party shall also pay to First Party as a rental charge for the use of its premises the sum of Six Hundred Seventy Four and 48/100 Dollars (\$674.48) per annum in advance for each and every year, or fraction thereof, during which this agreement shall remain in force and effect.

6. This agreement shall continue in force and effect until terminated by ninety (90) days' notice in writing from either party to the other party of an intention to terminate the same. Upon the giving of such notice, Second Party agrees to remove, at its own expense, the said aerial wire line and associated facilities from the right of way of First Party and to restore and leave said right of way in as good condition as before the location of said aerial wire line and associated facilities. In the event Second Party shall fail so to do before the expiration of ninety (90) days after such notice of termination by either party has been given to the other party, then First Party without incurring any liability to Second Party, may perform the work of removal and restoration at the cost and expense of Second Party. Second Party shall repay to First Party all such cost and expense within thirty (30) days after bill for same has been presented to Second Party.

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

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By E. T. [Signature]  
Assistant Vice President

THE DETROIT EDISON COMPANY

By [Signature]  
Director  
Properties and Rights of Way Department

RECORDED RIGHT OF WAY NO. 26687

APPROVED AS TO FORM

ASST. GENERAL ATTORNEY

APPROVED AS TO FORM  
[Signature]

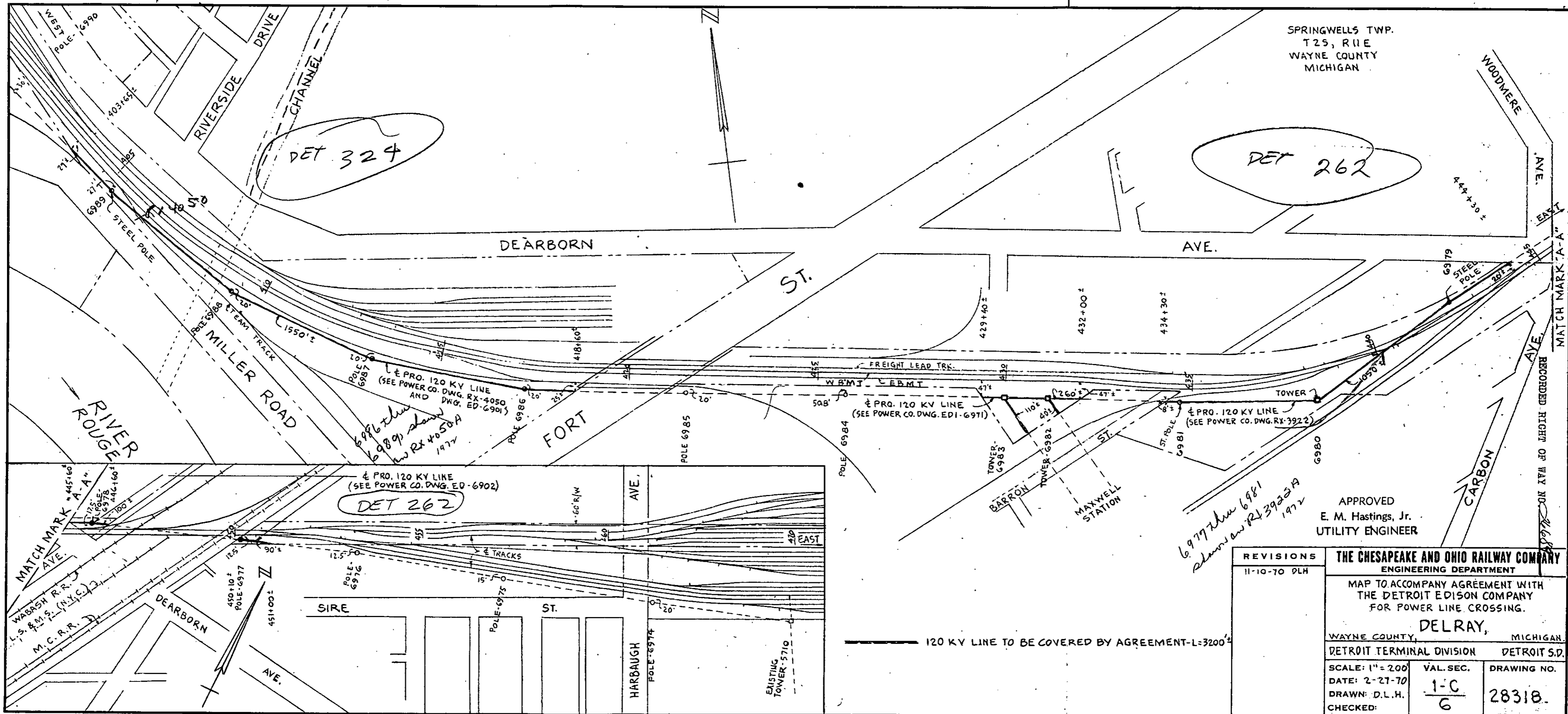
APPROVED:  
[Signature]  
Superintendent

[Signature]

187-3-575 IF/41

Approved by  
G. C. [Signature]

[Signature]  
11/7/71



SPRINGWELLS TWP.  
T25, R1E  
WAYNE COUNTY  
MICHIGAN

DET 324

DET 262

DEARBORN

AVE.

ST.

MILLER ROAD

RIVER ROUGER

FORT

AVE.

BARRON

MAXWELL  
STATION

CARBON

PRO. 120 KV LINE  
(SEE POWER CO. DWG. ED-6902)

DET 262

PRO. 120 KV LINE  
(SEE POWER CO. DWG. EDI-6971)

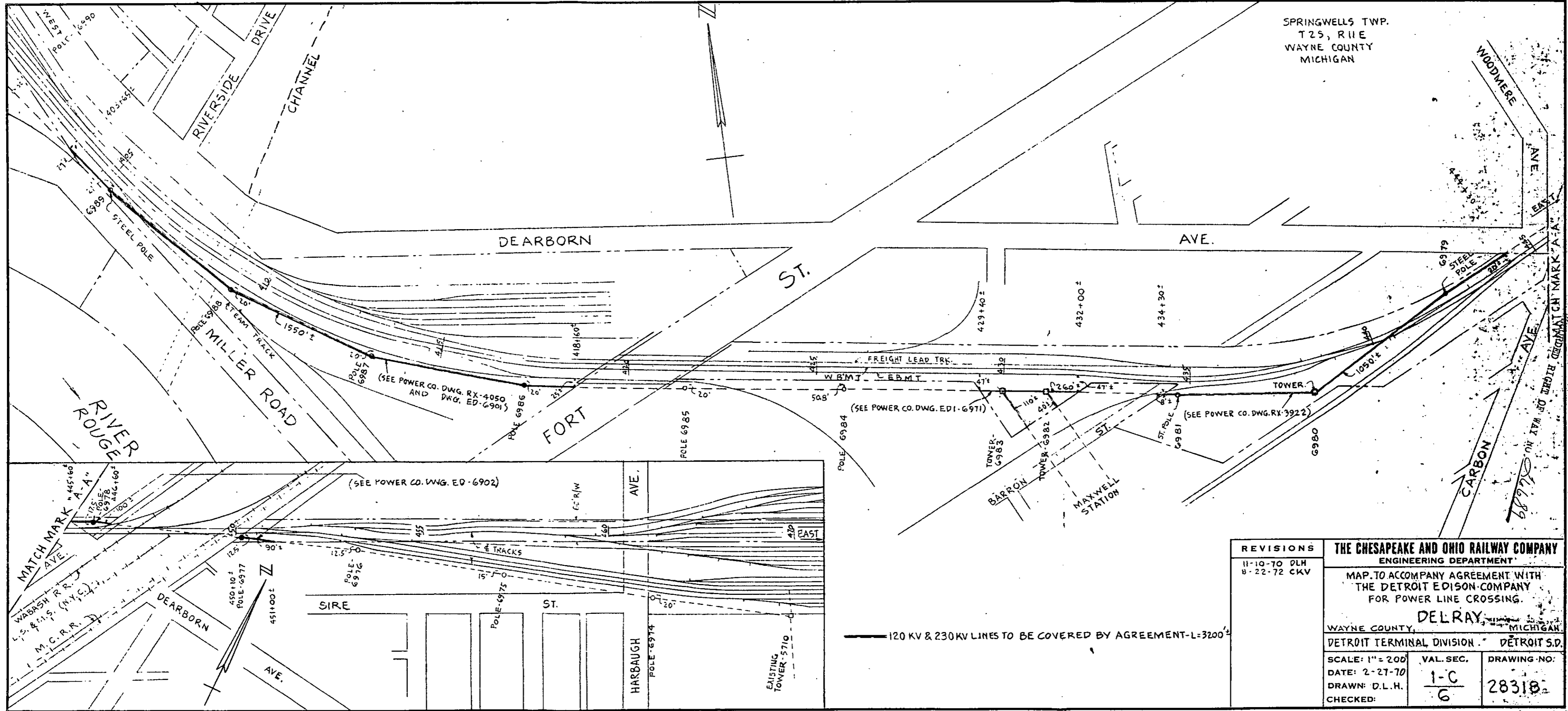
PRO. 120 KV LINE  
(SEE POWER CO. DWG. RX-3922)

APPROVED  
E. M. Hastings, Jr.  
UTILITY ENGINEER

REVISIONS			THE CHESAPEAKE AND OHIO RAILWAY COMPANY		
11-10-70	DLH		ENGINEERING DEPARTMENT		
			MAP TO ACCOMPANY AGREEMENT WITH THE DETROIT EDISON COMPANY FOR POWER LINE CROSSING.		
			DELRAY, MICHIGAN.		
			WAYNE COUNTY, MICHIGAN.		
			DETROIT TERMINAL DIVISION DETROIT S.D.		
SCALE: 1" = 200'	VAL. SEC.	DRAWING NO.			
DATE: 2-27-70	1-C	28318			
DRAWN: D.L.H.	6				
CHECKED:					

RX 4050 DE RX 3922 and ED-6901 ED-6902

26689



SPRINGWELLS TWP.  
T 25, R 11 E  
WAYNE COUNTY  
MICHIGAN

REVISIONS
11-10-70 DLH
8-22-72 CKV

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY**  
ENGINEERING DEPARTMENT

MAP TO ACCOMPANY AGREEMENT WITH  
THE DETROIT EDISON COMPANY  
FOR POWER LINE CROSSING.

WAYNE COUNTY, MICHIGAN  
**DELRAY**

DETROIT TERMINAL DIVISION DETROIT S.D.

SCALE: 1" = 200'	VAL. SEC.	DRAWING NO.
DATE: 2-27-70	1-C	28318
DRAWN: D.L.H.	6	
CHECKED:		

— 120 KV & 230KV LINES TO BE COVERED BY AGREEMENT—L=3200'

2668~~9~~