



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

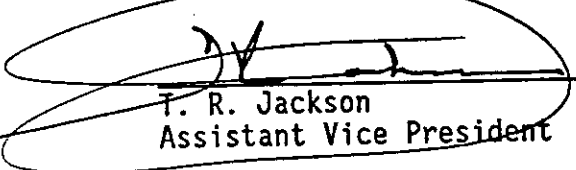
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

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.

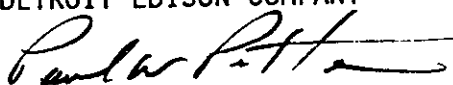
Please indicate your understanding and acceptance of the foregoing by having the duplicate original of this letter executed on your behalf and return to the undersigned. No further revision of the individual license agreements will be necessary to effect the changes set forth in the first sentence of 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. 27181

SEE:
RECORDED RIGHT OF WAY NO. 42799

Detroit Edison



ENERGY DELIVERY

Permanent Project No.:BA1845
Job Project No.:BLI0101248
RFW No.: 330351
R/W No.: Occpt.

Date: March 17, 2001
To: Phillip Martin
Records Center, 2310 WCB
From: Tom Wilson, SR/WA *TW*
Redford Service Center
Subject: Wire Occupation of Railroad Land

Attached are papers related to the notification, dated February 28, 2001, to CSX Transportation, Inc. about the above mentioned revised occupation in the NW ¼ of Section 31, City of Brighton, Brighton Township, Livingston County, Michigan. In fact, Edison moved a part of its facilities within private land formerly owned by CSX and moved part of the facilities that are still withing railroad land.

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

Please incorporate these papers into Railroad Recorded ROW Record Center File R27181.

Attachments

cc: Al Cruthers (Howell SC)

RECORDED R/W FILE NO. 27181

Redford Service Center
12000 Dixie Rd., Redford, MI, 48239-2463

Detroit Edison

ENERGY DELIVERED



February 28, 2001

Mr. Charles F. Myers- SC J180
Manager Contract Administration
CSX Transportation
500 Water Street
Jacksonville, Florida 32202-4423

Re: Wire Occupation Modification Notification

Dear Mr. Myers:

This letter is your notice of the planned reconstruction of overhead line facilities, by the Detroit Edison Company, in the NW ¼ of Section 31, City of Brighton, Brighton Township, Livingston County, Michigan, as described on the enclosed drawings and information forms.

1. Location: A pole (#3) is to be replaced by another pole (#1), at a location approximately 8 feet east of pole #3, but within former CSX land, sold by CSX April 27, 1988, affecting a span of poles approximately from a pole (#2) just north of the north line of Main Street to a pole (#4) south of Main Street. A majority of the deflected spans are within Main Street and land sold by CSX.
2. Detroit Edison Project and Crossing Nos.: BA1845, Occept.
3. This is a modification of an existing occupation (Reference Previous CSX Permit L16761/ Dated: March 25, 1971 and converted to an easement in 1992). In terms of the sold and remaining CSX land, south of Main Street, the physical occupation remains entirely on the sold part, however a 7 foot overhang by the wires of pole #1 are over the remaining CSX land. Anchor guys are to be added to the west of pole #2, within the existing easement area. Information on this crossing is retained in Edison ROW File No. R27181.
4. Please indicate your:
 - R.R. Valuation Station No. 2150+00
 - R.R. Mile Post No. CH 45.12
 - Will a Flagman or Inspection be required? Yes

*Mike Koelch
734-464-5669
ARRANGE W/ROAD MARK*

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

Michigan law (section 265{3} of the railroad code of 1993 {MCLA 462.265}) requires you to respond within 30 calendar days of the receipt of this notification. In the event you do not respond within 45 days of the receipt of this letter, our crews will be instructed to begin work.

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

Sincerely,

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



*Fax: 313-235-2213
Cl: Myers
3/15/01*

cc: Al Cruthers (Howell SC)
Attachments

RECORDED R/W FILE NO. 2718

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: RX 2736
- 2. Complete Legal Name of applicant: DETROIT EDISON CO
Company Contact Name: _____ Title: _____
Telephone: (____) _____ Fax: (____) _____
- 3. Address: 2000 SECOND AVE City: DETROIT State: MI Zip: 48026
- 4. Type of Business: _____ Individual, _____ Developer, _____ Municipality, Corporation, (state in which incorporated: _____), _____ Partnership, (type and state of Partnership _____)
- 5. Location: 5690' feet, NW (direction) from Railroad Milepost # 44 - (45 MILE SIGNS?)

- Valuation Station of Crossing if Known: _____, Val. Map No. _____
- 6. Town: BRIGHTON CITY County: LIVINGSTON State: MI
- 7. Total length within Railroad Right-of-Way 300 FT 8. Angle of crossing: _____
- 9. Number of Railroad Company's tracks to be crossed 0 Number of pole lines crossed 0
- 10. Type of Crossing: Electric, _____ CATV, _____ Telephone, _____ Communications,
Other: (Explain) OCCUPATION MODIFICATION
- 11. Alternating Current, Voltage 12000-13200 No. of Phases 3
- 12. Direct Current, Voltage _____ Amperes _____
- 13. Conductors: (a) Number: 7, (b) Conductor Material: _____ copper, aluminum, _____ fiber optic
- 14. Maximum voltage 120,000 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 N/A Feet N/A Sag in Spans at 60° F _____
- 18. Height of wires above Railroad communication and signal wires at 60° F N/A Feet
- 19. Bury: Base of rail to top of casing N/A
- 20. Bury: On R/W but not beneath tracks N/A
- 21. Bury: Below ditches N/A
- 22. Type of wire supports ARMS INSULATORS Size 120' False dead ends _____
- 23. Number of poles to be located on Railroad Company's right-of-way NO NEW POLES
- 24. Distance from butt of pole to nearest rail of track: 20 1/2 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: ROW 2781 & RX 2736 DATED 1971
- 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? YES
- 30. Will line be located in public road Right-of-Way? NO (If "yes", show name, road number and width of Right-of-Way on print). DOT/AAR Crossing No. _____

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

Date _____ Signature & Title of Officer Making Application _____

Please Type or Print: _____
Name Title Telephone Number

RECORDED R/W FILE NO. 2781



February 28, 2001

Mr. Charles F. Myers- SC J180
Manager Contract Administration
CSX Transportation
500 Water Street
Jacksonville, Florida 32202-4423

Re: Wire Occupation Modification Notification

Dear Mr. Myers:

This letter is your notice of the planned reconstruction of overhead line facilities, by the Detroit Edison Company, in the NW ¼ of Section 31, City of Brighton, Brighton Township, Livingston County, Michigan, as described on the enclosed drawings and information forms.

1. Location: A pole (#3) is to be replaced by another pole (#1), at a location approximately 8 feet east of pole #3, but within former CSX land, sold by CSX April 27, 1988, affecting a span of poles approximately from a pole (#2) just north of the north line of Main Street to a pole (#4) south of Main Street. A majority of the deflected spans are within Main Street and land sold by CSX.
2. Detroit Edison Project and Crossing Nos.: BA1845, Occept.
3. This is a modification of an existing occupation (Reference Previous CSX Permit L16761/ Dated: March 25, 1971 and converted to an easement in 1992). In terms of the sold and remaining CSX land, south of Main Street, the physical occupation remains entirely on the sold part, however a 7 foot overhang by the wires of pole #1 are over the remaining CSX land. Anchor guys are to be added to the west of pole #2, within the existing easement area. Information on this crossing is retained in Edison ROW File No. R27181.
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 (section 265{3} of the railroad code of 1993 {MCLA 462.265}) requires you to respond within 30 calendar days of the receipt of this notification. In the event you do not respond within 45 days of the receipt of this letter, our crews will be instructed to begin work.

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

Sincerely,

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

cc: Al Cruthers (Howell SC)
Attachments

RECORDED R/W FILE NO. 27187

Detroit

Railroad Encroachment Application

DE 983-6064 4-92CS

Railroad Name CHESAPEAKE & OHIO RAILWAY			Department Order RFW 330351		
Row No. (Information on existing rights of way available from Record Center) 27181		New or existing RX No. 2736		Encroachment (Length in Feet)	
Location City/Township(s) BRIGHTON CITY		Town(s) Range(s) T-2N R-6E	County(s) LIVINGSTON	1/4 Section(s)	Section(s) 31
Location Description of Encroachment WEST SIDE C & O RR, N E S OF MAIN ST					
Check appropriate box					
<input type="checkbox"/> Crosses tracks within the public road right-of-way		<input type="checkbox"/> Crosses railroad land		<input checked="" type="checkbox"/> Is longitudinally on or over railroad land,	
				<input type="checkbox"/> Provides service to the railroad	

1812

Facility Data (also detailed on attached drawing)

Nature of required line rights:
NONE

Existing State Permit No.	Date	Railroad Mile Post (Number) 2143	Distance to Crossing from Mile Post (in feet)	FL
Existing		Proposed		
Type of Structure		Type of Structure		
<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel		<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel		

Conductors				Poles			Cross-Arms	Conductors				Poles			Cross-Arms
Span.	No./Size	Kind	Voltage	Loc.	Height	Class	Size	Span.	No./Size	Kind	Voltage	Loc.	Height	Class	Size
2-3	1-#0	AWA	SHIELD	2	80	1	N/A	2-1	1-#3/8	ACSR	SHIELD	1	107	L	N/A
2-3	3-#636	B-AL	120,000	2	80	1	INS	2-1	3-#636	B-AL	120,000	1	107	L	INS
2-3	3-#636	B-AL	13,200	2	80	1	120"	2-1	3-#636	B-AL	13,200	1	107	L	120"
3-4	1-#0	AWA	SHIELD	3	80	1	N/A	1-4	1-#3/8	ACSR	SHIELD	4	85	L	N/A
3-4	3-#636	B-AL	120,000	3	80	1	INS	1-4	3-#636	B-AL	120,000	4	85	L	INS
3-4	3-#636	B-AL	13,200	3	80	1	120"	1-4	3-#636	B-AL	13,200	4	85	L	120"
				4	80	1	N/A								
				4	80	1	INS								
				4	80	1	120"								

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

MOVE LINE NE BH. RM POLE #3 AND INSTALL POLE #1. ALSO INSTALL NEW ANCHORS & GUYS SW FROM POLE #2. POLE #4 WILL BE REPLACED IN THE SAME LOCATION WITH A LAMINATED POLE. PO #1 WILL ALSO BE A LAMINATED POLE.

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	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 AL CRUTHERS	Date 2-27-01	Checked By	Date
Company Location HOWELL S/C	Phone No. 517-545-9744		

1591284 P#0855

26093-002-999
PSV338096K.KC2

This instrument prepared by
or under the direction of:

William C. Barry
William C. Barry
Attorney

Attorney for Grantor
Business Address:
500 Water Street
Jacksonville, Florida 32202

RECORDED
INDEXED
MAY 5 3 59 PM '88

REC-0010

THIS DEED, made this 27th day of April, 1988 between
GRX TRANSPORTATION, INC., a Virginia corporation, successor by Articles of
Merger effective September 2, 1987, to The Chesapeake and Ohio Railway
Company, in such successor by Articles of Merger dated June 6, 1947 to the
Pere Marquette Railway Company, whose mailing is 500 Water Street,
Jacksonville, Florida 32202, hereinafter called "Grantor," and BRAVER LAND
COMPANY, whose mailing address is 12190 Inkster Road, Redford, Michigan
48239, hereinafter called "Grantee"; WITNESSETH:

(Wherever used herein, the terms "Grantor" and
"Grantee" may be construed in the singular or plural as
the context may require or admit, and for purposes of
exceptions, reservations and/or covenants, shall
include the heirs, legal representatives and assigns of
individuals or the successors and assigns of
corporations.)

That Grantor, for and in consideration of the sum of FIFTY
FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00), to be in hand paid by
Grantee the receipt of which is hereby acknowledged, has granted,
bargained and sold, and by these presents does GRANT, BARGAIN, SELL, and
CONVEY unto Grantee, its successors and assigns, all that certain parcel of
land situate, lying and being at Brighton, Livingston County, Michigan,
hereinafter designated "the Premises," more particularly shown and
described as Parcel 1 on survey and description dated February 22, 1988,
prepared by Gary R. Boss, Registered Surveyor & Engineer No. 17022, marked
Exhibit A, Sheets 1 and 2, attached hereto, and containing 0.24 of an acre,
more or less.

TOGETHER WITH all buildings, structures and improvements thereon, and
all and singular the rights, alleys, ways, waters, privileges,
hereditaments and appurtenances to said Premises belonging or in anyway
incident or appertaining.

Witness my hand and seal this 27th day of April, 1988.

1591284

RECORDED R/W FILE NO. 27181

LOT 1254 TRAC 0553

MAIN STREET
182 FT. WIDE R.O.W.

NEW COR
LOT 253

LOT 253

LOT 254

LOT 255

LOT 256

LOT 259

LOT 258

FIRST STREET

MADISON STREET
166 FT. WIDE R.O.W.



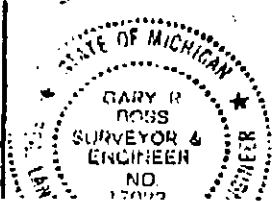
EXHIBIT A

DESCRIPTION:
PART OF SMITH'S
McPHERSON'S ADDITION
TO THE VILLAGE OF
BRIGHTON TWP., LACUIRE
BRISTON TWP., LACUIRE.



BOSS ENGINEERING
ENGINEERS & SURVEYORS

MAIN OFFICE:
3121 E. GRAND RIVER
HOWELL, MICHIGAN 48843
HOWELL (517) 548-4838
BRIGHTON (313) 226-4913
CHARLEVOIX (616) 547-2872



CLIENT:
PAT DONOVAN

LEGEND
O - TOWN SET

PARCEL 2
0.03 Ac.

Gary R. Boss

*attest
5/25/10*

RECORDED R/W FILE NO. 27187

R 27/87

EXHIBIT A (CONTINUED)

URA 1284/111 (1850)

A part of the NW fractional 1/4 of Section 31, T2N-R6E, City of Brighton, Livingston County, Michigan, described as: Commencing at the Northwest Corner of Lot 251 of "Smith and Matheron's Addition to the Village (Now City) of Brighton" as recorded in Liber 1 of Plate, Pages 20A and 20B, Livingston County Records; thence due East along the southerly Right-Of-Way of Main Street (82 foot Right-Of-Way), 132.46 feet to the Point of Beginning of the Parcel to be described; thence continuing due East along said southerly Right-Of-Way, 34.95 feet; thence S 19°00'48" E, 381.20 feet; thence S 89°53'20" W, 35.88 feet; thence N 38°31'16" W along the Northeasterly line of Lots 255, 256, 257, and 258 of said Plat, 380.63 feet to the Point of Beginning, containing 0.24 acres, more or less.

BEING all or part of the same property acquired by The Detroit & Howell Railroad Company, a predecessor of Grantor, from Sophia K. Peck and Laura L. Lee, by deed dated August 27, 1866, recorded in Liber 51, Pages 492 and 493, Public Records of Livingston County, Michigan.

IN 10IN_HELIX_ANC @ 45'
 IN 10IN_HELIX_ANC @ 40'
 IN 5/16IN_DN_GUY
 IN 5/16IN_DN_GUY

ROW X 27181
 27361

RELOCATE 3-636_B AS SHOWN
 RELOCATE 3-636_B &
 1-3/0ACSR AS SHOWN

North

MAIN ST

RR SIGNAL

C.L. TRACKS

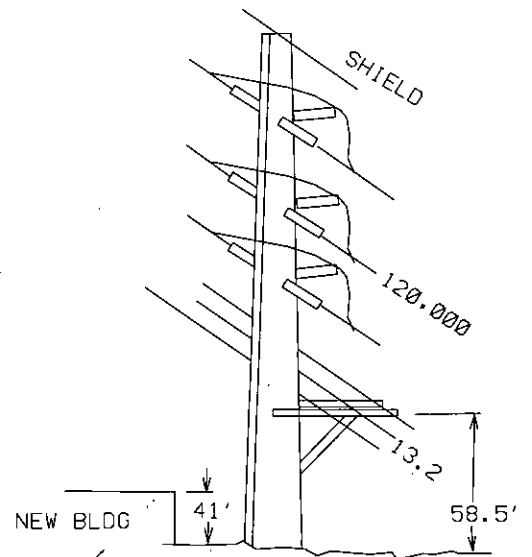
REMOVE 80' POLE
 NEW 107' LAMINATED POLE
 (14' 6" DEEP)

NEW PROPERTY LINE
 OLD PROPERTY LINE

RP EXISTING POLE
 LAMINATED POLE

SECOND

POLE #1
 LOOK NORTH



RFW Description 525' MAIN OH RELOCATION				PD 36	SRW	PH 49	PLC	Conj. Group	RFW Number 330351				
Circuit #1 DC 9828 SLKRK		Circuit #2 TIE 2830 A-B		Service Center #1 HOWELL		Service Center #2		COH 54	COS	CUG	CUL	CUT	CUS
Worksite City BRIGHTON				Worksite Twp.				Worksite County LIVINGSTON					
Town T2N	Range R6E	Sect 31	Qtr	Planner Name Cruthers, Allen K			Commit Date 2/22/2001	Scale 1"=50'	Plot Date 2/22/2001				

RECORDED R/W FILE NO. 27181

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department
August 25, 1971

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Railroad File No. 187-3-613

Facilities Covered:

Three No. 636 MCM 40,000-volt wires, Three No. 636 MCM 13,200-volt wires,
One No. 0 AWA shield wire, Two No. 6 CW System Communication wires with
17 poles, one anchored guy and Three guy wires. Crossing Span G-F shown on
RX-2736A (Span L-K on longitudinal Drawing HE 14B)

Specific Location:

On West side of Railroad right of way from Washington Street, (Southeast of
M.P. 45) extending Northwest to a point Northwest of Fifth (Southeast of M.P. 46)

Between 2143 + 52 and
R. R. Valuation Station 2180 + 14 Mile Post _____
City/~~XXXXX~~ Brighton Township Brighton, SW 1/4 of Sec. 30
County Livingston Detroit Edison Plan No. HE 14B and RX-2736A
Agreement/~~XXXXX~~ Date March 25, 1971 R. R. Plan No. Used DECo. Plan
Preparation Fee \$100.00 Annual Rental 629.54
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

RECORDS CENTER
 RECEIVED OCT 7 71
 TICKLE
 HB:cmk
 CLASSIFIED

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

Brighton
5.30
5.31
SW 1/4 of
7/21/71

RECORDED RIGHT OF WAY NO. 27181

THIS AGREEMENT, made this 25th day of March 1971 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 three (3) No. 636 MCM 40 KV, three (3) No. 636 MCM 13.2 KV, one (1) No. 0 AWA shield wire, two (2) No. 6 CW System Communication wires on and along First Party's right of way with the location of seventeen (17) poles, one (1) anchored guy wire and three (3) guy wires between Station 2143 plus 52 and Station 2180 plus 14, Plymouth Subdivision, Grand Rapids Division, in Brighton, Livingston County, Michigan, as shown on Second Party's Drawing HE-14B, Sheets 1 and 2, dated January 21, 1971 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 maintain and use said aerial wire line and associated facilities on, along and over First Party's right of way and tracks at the locations aforesaid, upon the following terms and conditions, and subject to the following limitations, and not otherwise:

1. Second Party shall obtain permission and authority from the Michigan Public Service Commission for the use and maintenance of the aerial 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 and associated facilities in accordance with Second Party's standards of construction and maintenance on file with and approved by the Michigan Public Service Commission, or as may be required by law, to a location or locations and in a manner which, in the judgment of First Party, will enable First Party to change the grade or location of its track or tracks, to construct any additional track or tracks, to make any other additions and betterments,

Includes
SPAN G-F
RX2736A

RECORDED RIGHT OF WAY NO. 27181

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 licensee 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 Twenty Nine and 54/100 Dollars (\$629.54) 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.

REC
[Handwritten initials]

Approved as to
Operating
Practices
G. [Signature]

APPROVED AS TO FORM
LAW DEPARTMENT

7-13-71

[Handwritten signature]

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *R.G. Rayburn*
Assistant Vice President

ASST. GENERAL ATTORNEY

THE DETROIT EDISON COMPANY

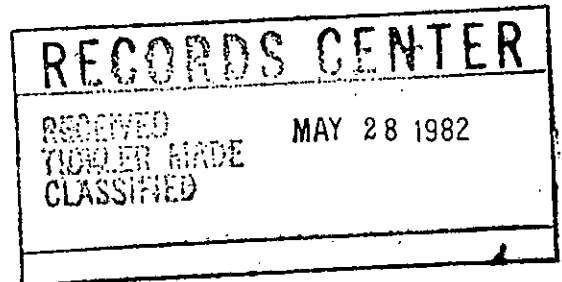
By *W.C. Arnold*
Director

Properties and Rights of Way Department
Real Estate and Rights of Way Department

OF WAY NO. 2-718

APPROVED AS TO FORM

Date: April 26, 1982
To: Elaine Ryan
Records Center
130 G. O.
From: L. G. Sundstrom *LGS*
Public Agency Coordinator
406 G. O.



Subject: Amendment to License Agreement with Chessie System Railroads - 13.2-kV Lines Along Railroad Property, Brighton, Michigan. License Agreement Number #16878, Lease #926196, D.E. Records Center File #27181.

Attached for the Records Center File are papers related to the above License Agreement #16878.

The new annual rental rate is \$3700 per year which is an increase of \$3050 per year over previous \$650 per year.

The annual rental is payable on January 18 commencing with the payment due January 18, 1983. The current year's payment has been made.

The Accounts Payable Department is requested to amend the annual payment to \$3700 per year.

Please make this material a part of Records Center File #27181.

This amendment was processed by L. G. Sundstrom, Public Agency Coordinator.

LGS:ss

cc: D. Barkley	A. L. Heitsch
J. A. Blagdurn	E. D. Henschell
T. E. Blondell	J. Howe
R. W. Burk	J. A. Kubani
J. P. Cooper	R. J. Ort
C. L. DeFauw	M. E. Urban
R. G. DuPont	F. Warmbier
G. W. Flowerday	G. Williams

From the desk of

THOMAS BLONDELL 4-30-76

SECTION 25 GENOA TWP.

\$3,500 PER ACRE

SECTION 31 BRIGHTON TWP.

\$10,000 PER ACRE

Thomas E. Blondell

Quantity

Please give rough
estimate of land value.
Thanks.

Mr. Brown

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

February 19, 1982 J/smb

In reply refer to:
L16878



100 North Charles Street
Baltimore, Maryland 21201
301 237 3754

Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. L. G. Sundstrom, Public Agency Coordinator
Real Estate & Right of Way Department

Gentlemen:

This refers to agreement dated January 27, 1972, as amended, from The Chesapeake and Ohio Railway Company to your firm covering maintenance of your 13,200-volt aerial wire line extending along our property at Brighton, Michigan.

In accordance with previous correspondence, particularly Mr. Sundstrom's letter to Mr. O'Keefe of this office dated January 18, 1982, this letter will serve to amend said agreement as follows:

1. Effective February 1, 1982, the existing annual rental of \$1,950.00 payable under said agreement shall be increased to \$3,700.00 per annum payable annually in advance;
2. All other terms and conditions of said agreement shall remain in full force and effect.

Please indicate your understanding and acceptance of the foregoing by having the duplicate of this letter executed and returned to me. No further revision of the agreement will be necessary other than this letter exchange which will constitute a supplement thereto.

Sincerely,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By M. G. Trimble
Manager-Real Estate and Industrial Development

ACCEPTED this 24th day of MARCH, 1982.

DETROIT EDISON COMPANY

By Robert R. Tewksbury
ROBERT R. TEWKSBURY, DIRECTOR (Title)
Real Estate and Rights of Way Dept.



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

RECORDED FILED OF MAX NO. 27181

REQUEST FOR CHECK

DE FORM TR-3 12-76

THE DETROIT EDISON COMPANY

VOICE NO. **N^o 18346**

PAY TO (NAME AND ADDRESS INCL ZIP CODE)

Chessie System RAILROADS
100 North CHARLES Street
BALTIMORE, MARYLAND 21201

DATE OF REQUEST

12-23-81

REQUESTED CHECK DATE

12-28-81

CONTRACT NO.

STATE WHAT PAYMENT IS FOR (ATTACH COPY IF REQUIRED BY PAYEE)

UPDATE OF ANNUAL RENTAL - 13.2KV AND 40KV LINES FROM WASHINGTON STREET SOUTHAST TO A POINT NORTHWEST OF MILE POST 44 AND FROM A POINT NORTHWEST OF FIFTH STREET TO A POINT SOUTHAST OF MILE POST 46. CITY OF BRIGHTON, GENOA TOWNSHIP, LIVINGSTON COUNTY. EFFECTIVE DATE 1-27-82. AGREEMENT # 16878 - LEASE # 92696 RECORD CENTER FILE # 27181a.
OLD RENTAL \$650 RENTAL \$3700⁰⁰
NEW RENTAL 3700

VENDOR CODE

TAX CODE USE/SALES TAX OR F/A

DISC CODE CASH DISCOUNT AMT.

FREIGHT ADD'L CHG

ADDITIONAL CHARGE AMT AUDITED

ACCOUNT NAME

ITEM

WORK ORDER

AMOUNT

01

769 AC 641

\$3700.00

02

03

04

TOTAL AMOUNT

\$3700.00

PREPARED BY

APPROVED FOR PAYMENT

APPROVED

AUDITED

CHECK TO BE MAILED

SEND CHECK TO

L. G. SANDSTROM 406 G. O
EXT 78314

RECORDED HIGH OR MAX NO. 27181

INVOICE DATE	INVOICE NUMBER	GROSS INVOICE AMOUNT	CASH DISCOUNT	TAXES AT EXEMPTED	AMOUNT
12-23	8502	18346	3700.00	1.00	3700.00
12-23	8502	18347	618.00	1.00	618.00
12-23	8502	18348	1064.00	1.00	1064.00
12-23	8502	18349	1391.50	1.00	1391.50
12-23	8502	18350	1667.00	1.00	1667.00

FOR CHECK DELIVERY

SEND CHECK TO L. G. Sundstrom

ADDRESS _____

CALL EXTENSION 78314

HOLD FOR VENDOR PICK-UP _____ TIME _____

REMITTANCE FROM THE DETROIT EDISON CO. PLEASE DETACH CHECK BEFORE DEPOSITING

RECORDED RIGHT OF WAY NO. 27181

Detroit

2000 Second Avenue
Detroit, Michigan 48226

General Account

212676

BANKERS TRUST COMPANY
NEW YORK, N. Y.

DATE 12/30/81

CHECK NUMBER **B 41778**

*****8440*DOLLARS*50*CENTS****

\$8,440.50

Pay to the order of

CHESSIE SYSTEM RAILROADS
100 N. CHARLES ST
BALTIMORE, MD 21201

[Handwritten Signature]
AUTHORIZED SIGNATURE
ONE SIGNATURE REQUIRED

AUTHORIZED COUNTER SIGNATURE

⑈00212676⑈ ⑆021001033⑆ 001⑈00007907⑈

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

April 25, 1972

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company Railroad File No. 187-3-629

Facilities Covered:

Three 636 MCM 40,000-volt wires, Three 636 MCM 13,290-volt wires, Two No. 6 CW System Communication wires, One No. 0 AWA Shield wire, and 12 wood poles, including Five anchors and Seven guy wires. (This is the second portion of Selkirk Project)

→ First portion also attached (separate Agree. sheet)

Specific Location:

From Washington Street Southeast to a point Northwest of Mile Post 44 and from a point Northwest of Fifth to a point Southeast of Mile Post 46.

Between 2119 + 05 and

R. R. Valuation Station 2195 + 41 Mile Post _____

City/Village ~~XXXXX~~ Brighton Township Genoa, NE 1/4 of Sec. 25

County Livingston Detroit Edison Plan No. HE-18B (4 sheets)

Agreement/~~Permit~~ Date January 27, 1972 R. R. Plan No. Used DECo. Plan

Preparation Fee \$100.00 Annual Rental \$650.00

Supersedes and Cancels Agreement dated October 4, 1966 R/W No. 24241 Cancel

Attached

~~XXXXXXXXXXXXXXXXXXXX~~ Agreement ~~and~~ is to be made a part of R/W 27181

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

R/W 27181

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

HB:dmk

RECORDED RIGHT OF WAY NO. 27181

2ND PORTION
BRIGHTON AND
GENOA TWP
(SELKIRK PROJ.)

August 20, 1971

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

HE-18B

Dear Mr. Tench:

This is to request permission for the second portion of our occupancy of your right of way from Washington Street, Southeast to a point 2810 feet Northwest of your Mile Post 44, in the City of Brighton, Wayne County, Michigan.

This occupancy will consist of Three No. 636 MCM, 40,000-volt wires, Three No. 636 MCM 13,200-volt wires, Two No. 6 CW System Communication wires, One No. 0 AWA shield wire, and 12 wood poles. There will be three anchored guys extending Northwest into your right of way from the pole just North of Brighton Lake Road, and an anchored guy at the first pole South of Washington Street. From Washington Street to the fifth pole Southeast, we will occupy with 13,200-volt wires only. The 40,000-volt wires will start at the sixth pole. This lead leaves your right of way at approximately 2725 feet Northwest of Mile Post 44.

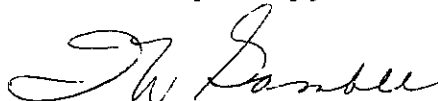
*Also included
any search
of files on
Brighton*

There is one Crossing involved in this longitudinal. This Crossing is covered by our Plan RX-347B, our application dated July 30, 1971, your File No. 131-4-11851.

We also propose to overhang your right of way with a portion of this lead from a point which is approximately 1100 feet Northwest of Fifth Street to a point 128 feet Southeast of your Mile Post 46, in the Northeast 1/4 of Section 25, Genoa Township, Livingston County, Michigan. Overhang consists of Two No. 636 40,000-volt wires and Two No. 3/0 13,200-volt wires.

We will appreciate whatever you can do to give us an early approval of this portion of our proposed lead.

Yours very truly,



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

HB:dmk

RECORDED RIGHT OF WAY NO. 27181



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

801 Madison Avenue
Huntington, West Virginia 25704
April 17, 1972

File: 187-3-629 IF/24

I. W. GAMBLE

es
APR 20 1972

JLB
R/E & R/W DEPT:

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

Dear Mr. Gamble:

This refers to your letter of February 23, 1972, Plan HE 18B, returning proposed agreement dated January 27, 1972, covering aerial wire lines on, along and overhanging Railway right of way with location of poles, guys and anchors, between Station 2119 plus 05 and Station 2195 plus 41, on our Plymouth Subdivision, Grand Rapids Division, in Brighton, Livingston County, Michigan.

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

Yours very truly,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

J. T. Collinson

J. T. Collinson
General Manager-Chief Engineer

RECORDED RIGHT OF WAY NO. 27181

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

February 23, 1972

Railroad File No. 187-3-629 IF/37

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

Dear Mr. Collinson:


We are returning agreement/~~XXXXXX~~ in duplicate, covering our facilities over your ~~XXXXXXXXXX~~ right of way as shown on our Plan HE 18B and located as follows:

From Washington Street Southeast to a point Northwest of Mile Post 44, in the City of Brighton, and from a point Northwest of Fifth to a point Southeast of Mile Post 46. Between Stations 2119 + 5 and 2195 + 41.

City/Village ~~XXXXXX~~ Brighton Township, Genoa, NE 1/4 of Sec. 25
County Livingston. The agreement/~~XXXXXX~~ has been signed for our Company.

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

Yours very truly,


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

HB:dmk

P.S. Please note communication wires are not mentioned in agreement but are shown on Drawing attached. Is this sufficient?

RECORDED RIGHT OF WAY NO. 27181



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

J T COLLINSON
GENERAL MANAGER-CHIEF ENGINEER

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

I. W. GAMBLE

FEB 16 1972

February 8, 1972

R/E & R/W DEPT:

File: 187-3-629 IF/37

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

Dear Mr. Gamble:

This refers to three (3) proposed aerial wire lines on, along and overhanging our Right of Way between Station 2119 plus 05 and Station 2195 plus 41, on our Plymouth Subdivision, Grand Rapids Division.

With the understanding that the enclosed proposed agreement has been properly executed, and returned to the undersigned, this is your authority to proceed with the construction. Three days' advance notice, in writing, of the start of construction shall be submitted to Superintendent K. W. Bird, Grand Rapids, Michigan.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

J. T. Collinson
J. T. Collinson
Gen. Manager-Chief Engineer

*2-17
To WEA
for signature
2-18-72
To Power Dept
JTB*

RECORDED RIGHT OF WAY NO. 27181

Agreement does not list communication wires or shield wire. DWB says to not make issue ^{to be made} mention by special note when transmitted to R. C. Estward railroad

APPLICATION FOR RIGHT OF WAY

DE FORM MS 80 6-58

I. W. GAMBLE

Is
AUG 18 1971

PLEASE SECURE RIGHT OF WAY AS FOLLOWS:

DATE August 11, 1971 (revised)

R/E & R/W DEPT:

LOCATION C & O R.R. R/W N & S of Brighton Lake Road

APPLICATION NO. HE-18B

DEPT. ORDER NO. _____

CITY OR VILLAGE Brighton

O. F. W. NO. 1GB3D9/K01

TOWNSHIP Brighton & Genoa COUNTY Livingston

BUDGET ITEM NO. 1GB3D-KIK

DATE BY WHICH RIGHT OF WAY IS WANTED September 13, 1971

INQUIRY NO. _____

THIS R/W IS _____ % OF TOTAL PROJECT NO. 1GB3A ACCUM. _____ %.

JOINT RIGHT OF WAY REQUIRED YES NO

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED Railroad Occupancy R/W

PURPOSE OF RIGHT OF WAY To construct, operate, and maintain a 40 KV (future 120KV) and 13.2 KV along the C & O R.R. R/W as shown on sketch. This job is a portion of the Selkirk Project

SIGNED *John Swick*
John Swick, Project Design Supervisor
Ann Arbor OFFICE SERVICE PLANNING DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

Verbal approval to start construction received from Mr. G. H. Chabot of C & O RW on December 26, 1971. Service Planning Advised. Agreement received and being processed. Attached copy of their letter of Transmittal is forwarded for record of Advance Notice information.

RECORDED RIGHT OF WAY NO. 27181

PERMITS IN GENERAL FILES _____ R/W DEPT. FILE _____ GRANTOR _____

NO. OF PERMITS _____ NO. OF STRUCTURES _____ NO. OF MILES _____ PERMITS TO MBT _____

DATE 2-16-72

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

HLB

January 26, 1972

Railroad Files 187-3-466
187-3-629

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

Dear Mr. Collinson

We refer to your letter of January 18, 1972, in which you quoted certain requested information by your Signal Department in connection with our proposed occupancy of your right of way in the City of Brighton and Township of Genoa, as shown on our Plan HE-18B.


With reference to the "calculated disturbing field," Mr. Carl H. Pieth of our System Engineering Department has explained this detail by telephone to your Mr. B. L. Morris who is satisfied in this area.

Also, we will bear the cost of any remedial rearrangements of your facilities that would be mutually agreed to as needed to correct inductive interference from our lines.

Your Mr. Morris has discussed this matter with your Mr. G. H. Chabot who has given us his verbal approval on the telephone this date to start construction.

We hope that you will now submit the necessary agreement so that we may bring this file to completion.

Yours very truly,


W. C. Arnold, Director
Real Estate and Rights of Way Dept.

HLB

RECORDED RIGHT OF WAY 27/81



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

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

January 18, 1972

File: 187-3-466 ID/37
187-3-629

I. W. GAMBLE

JAN 20 1972

R/E & R/W DEPT:

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

Dear Mr. Gamble:

Referring to your letters of October 26 and August 20, 1971 concerning additional occupation of our Right of Way incident to continuation of your lead from Washington Street southeast to a point northwest of our Mile Post 44 in the City of Brighton, Livingston County, Michigan, your Plan HE-188.

In handling this matter with our Signal Department, we quote the following:

"We do not have the calculated disturbing field to our facilities and we need this information from the power company to determine whether or not shielded cable will be required initially or at some future time. In any case, we feel that the power company should bear the cost of any remedial rearrangements of our facilities required at any time account of inductive interference from their lines."

May we please have your advice and the additional information requested.

Yours very truly,

J. T. Collinson
J. T. Collinson

*Received perfect plans
approved
construction from
Mr. B. D. Chaffin (Dentons)*

RECORDED RIGHT OF WAY NO.

29181

*Advised
Johnston
(85347)
of meeting
of 5th level
2/2/72*

B.L. MORRIS (EXT 3327)
OR IF NOT AVAILABLE
B.L. MORRIS (EXT 3328)

CALL 444-5250 (DETROIT)
ASK FOR "HUNTINGTON"
THEN ASK HUNTINGTON
FOR EXTENSION
LISTED
SUBMIT

*1-21-72
to 9-2-72
Please furnish
requested information
to include an answer
to the Signal Dept
back to regarding
their request for
information on
materiality
is: R.L. WHEELER (EXT 3327)*

*7/11/72
3/6/75*



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

J T COLLINSON
GENERAL MANAGER-CHIEF ENGINEER

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

January 18, 1972

File: 187-3-466 ID/37
187-3-629

I. W. GAMBLE

JAN 20 1972

R/E & R/W DEPT:

Handwritten: 7/1/72 3675

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

Dear Mr. Gamble:

Referring to your letters of October 26 and August 20, 1971 concerning additional occupation of our Right of Way incident to continuation of your lead from Washington Street southeast to a point northwest of our Mile Post 44 in the City of Brighton, Livingston County, Michigan, your Plan HE-188.

In handling this matter with our Signal Department, we quote the following:

"We do not have the calculated disturbing field to our facilities and we need this information from the power company to determine whether or not shielded cable will be required initially or at some future time. In any case, we feel that the power company should bear the cost of any remedial rearrangements of our facilities required at any time account of inductive interference from their lines."

May we please have your advice and the additional information requested.

Yours very truly,

J. T. Collinson
J. T. Collinson

Approved by
P. L. Wheeler
3327
Bob Manna
3328
Johnston

RECORDED RIGHT OF WAY 21181

2ND PORTION
BRIGHTON AND
GENOA
(SELKIRK PROJ.)

October 26, 1971

R.R. File 187-3-629

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

Dear Mr. Collinson:

This refers to Mr. Tench's letter of September 8, 1971, requesting completed Standard Inductive Coordination Sheets 1 and 2, covering our request of August 20, 1971 for the continuation of our lead on your right of way from Washington Street Southeast to a point Northwest of your Mile Post 44, in the City of Brighton; and overhang from a point Northwest of Fifth to a point Southeast of Mile Post 46, in the Northeast Quarter of Section 25, Genoa Township, Livingston County, Michigan. Our Plan HE-18B outlines this occupancy,

We are attaching Sheets 1 and 2 mentioned above as well as Drawings Q-1130 and Q-1131 showing typical line pole and 40-KV lines in the vicinity of Brighton Station.

We hope with this information you will be able to grant us your permission for this second portion of our lead on your right of way.

May we please hear from you soon as this is a critical addition in this area.

Yours very truly,

I. W. Gamble

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

HLB
Att.

cc: Mr. A. Russell
C & O Detroit

11-9-71

Ed. Hastings advises there is still in hands of Commonwealth Ex. Co. He cannot determine how long it will be before they release.
JWB

RECORDED RIGHT OF WAY NO. 27121

THE BALTIMORE AND OHIO RAILROAD COMPANY
COMMUNICATION AND SIGNAL DEPARTMENT
STANDARD INDUCTIVE COORDINATION INFORMATION

DISTRIBUTION LINE

Power Utility THE DETROIT EDISON COMPANY
Address 5000 2ND AVE. DETROIT, MICHIGAN
Designation of line D.C. 9771 SELVIEK

From _____ to _____

Location of Exposure: Railroad C. & O. R. R. R.W.

From 1021' S. OF BRIGHTON AVE. to N. SIDE WASHINGTON ST. Length = 46 Miles +
" 280' S. OF E. ADVANCE ST. TO 1240' N. OF E. ADVANCE ST. " = 30 " Series Lighting
Type of system: Isolated neutral Ungrounded Multigrounded ✓

3 Phase - 3 Wire ✓ 3 Phase - 4 Wire 2 Phases and Neutral Single Phase

Phase to neutral voltage 7.6 KV Number of phase wires in exposed section 3

Neutral conductor size 1# OAWA Material ALUM. % Conductivity

Length of connected line beyond start of exposure, miles 3 Phase - 5.5 miles 2 Phase — 1 Phase 7.0 miles

Maximum phase current in exposure Initial 200 A Ultimate 400 A

To what extent are load currents balanced in exposed section? Fully balanced

Over current protection - Circuit breaker relay setting 900 A Fuse rating Adequate

Supplemental data attached: Diagram of distribution circuits involved in exposure

Map Diagram of pole showing spacing between wires ✓

Remarks

RECORDED RIGHT OF WAY NO. 27181

TRANSMISSION LINE

Power Utility THE DETROIT EDISON COMPANY

Address 2000 2ND AVE DETROIT MICHIGAN

Designation of line TIE #2807

From to Existing Proposed
Location of Exposure Railroad C.O.R.R. R/W.

FROM 330' S ^{2d NG} BRIGHTON LAKE RD. to 1021' S. OF BRIGHTON LAKE RD. Length .19 Miles
FROM 9' ADVANCE STREET EXTENDED " 1240' N. OF ADVANCE STREET EXTENDED " .30 "

Voltage 40 KV Frequency 60 cycles Number of circuits Initial Ultimate One

Maximum amperes per power circuit: Initial 220^A Ultimate 350^A

Maximum amperes during single circuit operation of twin circuit line

Phase wires: Number 3 Material Alum. Size 636 MCM BARE

Overhead ground wires: Number One Material Aluminowelded # Cond. #0 Size 447 in.

Are transformer neutrals grounded beyond both ends of exposure? ^{Aluminum} Yes

Neutral grounds located at Genoa, .12 ohms; Cody, .05 ohms

Resistance or reactance in ground connection? (Abs.) - ohms

Maximum current through exposure during Zero ohm ground fault
(For double fault, if isolated system) { 1400 from Cody }
{ 1300 from Genoa }
2700 Total 2700

Type of relaying Overcurrent

Are ground relays used? Yes Speed of fault clearance (Over)

Number of transposition barrels within exposed-section None Are transposition coordinated?

Is line transposed outside exposed section for overall balance? No

Average length of transposition barrel - Circuit miles of line metallically connected 21.8 mi.

Supplemental data attached: Diagram of power system Q-1130 Map Transformer connections at

neutral grounding points { 120 40 } Diagram of pole or tower within exposure showing spacings
between all wires at pole and at mid span SEE Sketch. Q-1131

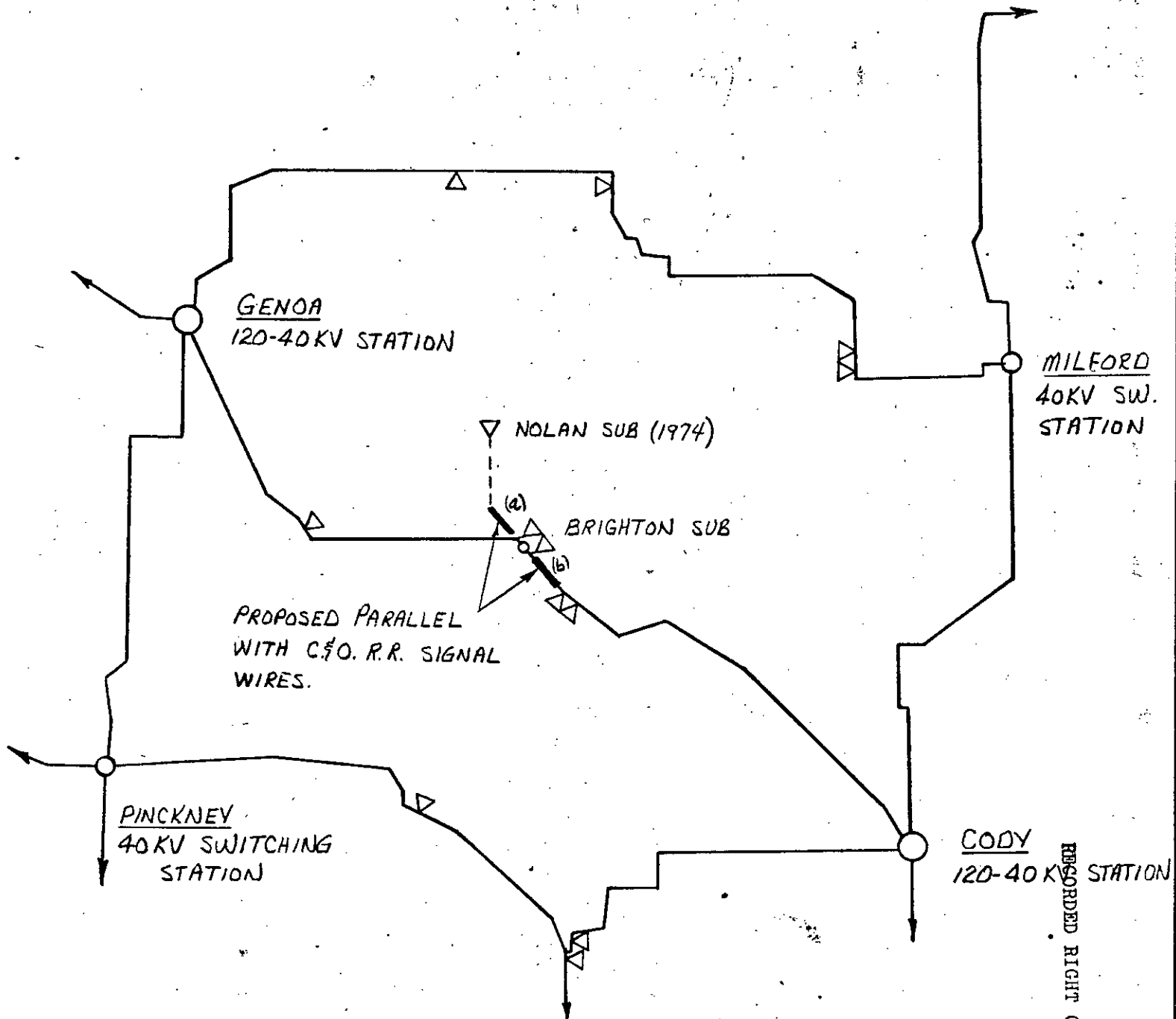
Phase arrangement of multi-circuit lines NONE Transposition diagram

Remarks

RECORDED RIGHT OF WAY NO. 27181

Speed of Fault Clearance:

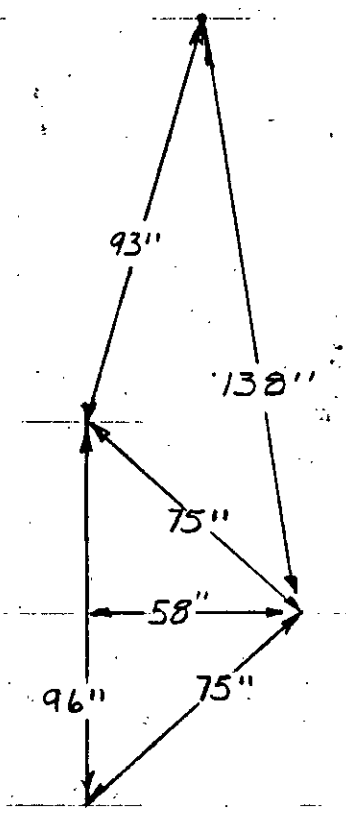
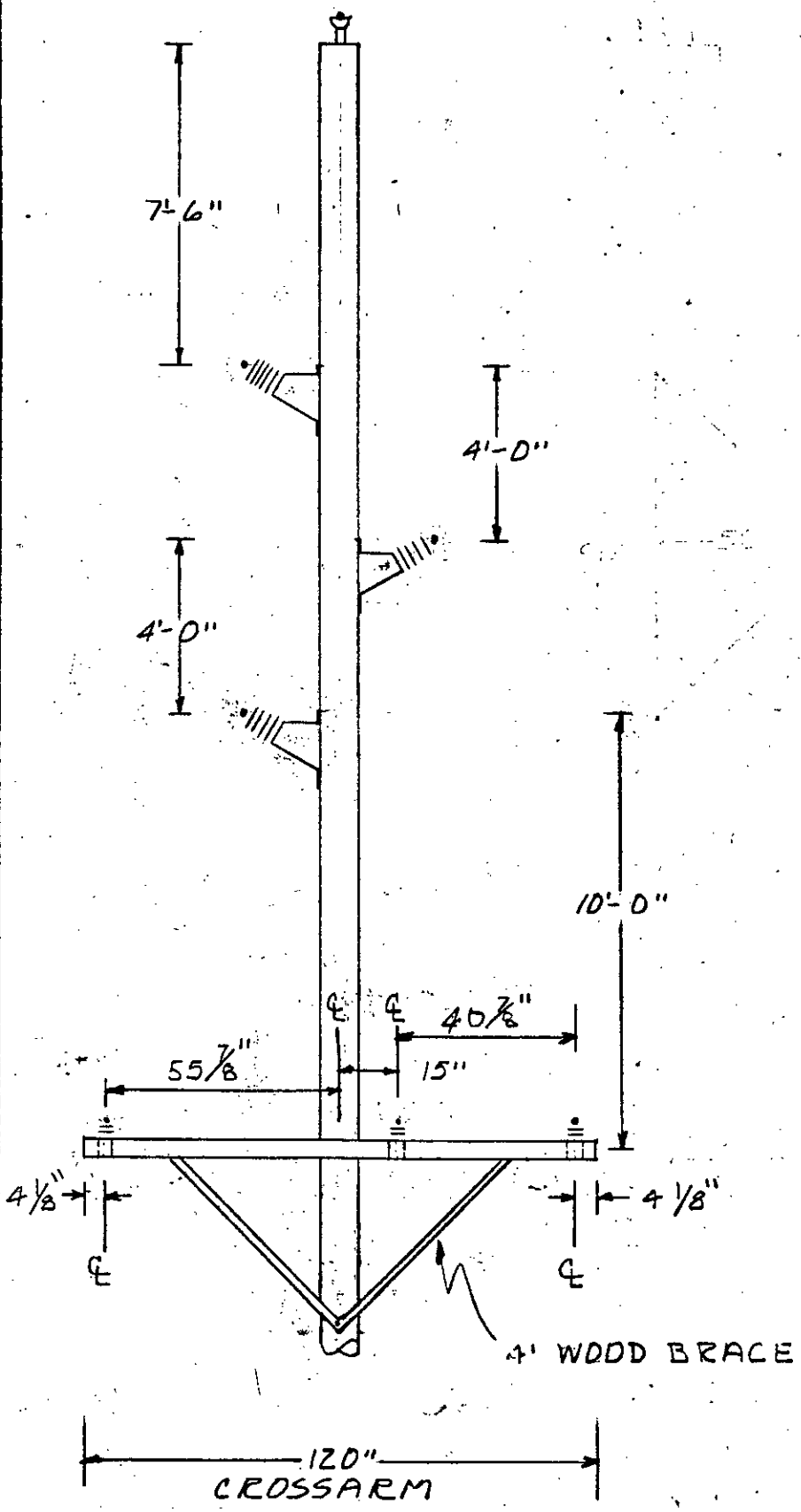
	<u>Fault @ Nolan</u>	<u>Fault on Cody side of LSB</u>
Brighton (LSB)	56 ~ (1st)	31 ~ (1st)
Gensa	44 ~ (2nd)	—
Cody	—	55 ~ (2nd)



RECORDED RIGHT OF WAY NO. 27181

40 KV TIE LINES IN LIVINGSTON
 COUNTY IN VICINITY OF BRIGHTON
 SUBSTATION

APPROVED	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
	LAYOUT BY <u>E. HANSEN</u>	DRAWN BY
	DATE <u>10-1-71</u>	DRAWING NUMBER
	SCALE <u>-</u>	<u>Q-1130</u>



RECORDED RIGHT OF WAY NO. 27181

TYPICAL LINE POLE

APPROVED	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
	LAYOUT BY	DRAWN BY JTG
	DATE 10-21-71	DRAWING NUMBER
	SCALE 1/4" = 1'	Q-1131

INTERDEPARTMENT CORRESPONDENCE

SYSTEM ENGINEERING DEPARTMENT

October 22, 1971

I. W. GAMBLE

I.W.G.

OCT 25 1971

R/E & R/W DEPT.

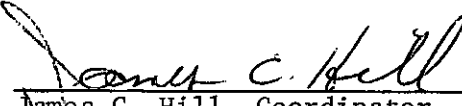
MEMORANDUM TO:

Mr. I. W. Gamble
Supervisor of Rights of Way
302 General Offices

Re: Chesapeake and Ohio Railway Company
Request (letter dated 9/8/71) for
Inductive Coordination on C&O RR
Right-of-Way in the City of Brighton

Attached are completed copies of the railroad's standard inductive coordination information, sheets 1 and 2. The information was compiled by Mr. Schrotzberger's office.

Questions regarding the information may be directed to Mr. E. Hansen, ext. 4186.


James C. Hill, Coordinator
Joint Use & Lines Relocations

PEN/olw

cc: D. Kootsillas
C. Piethe
File

Attachments

RECORDED RIGHT OF WAY NO. 27181



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

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

R C TENCH
CHIEF ENGINEER-SYSTEM

September 8, 1971 ID/41
File: 187-3-629

HE 18B
8-11-71 Revised

I. W. GAMBLE
SEP 10 1971

R/E & R/W DEPT

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

Dear Mr. Gamble:

Referring to your letter of August 20, 1971, requesting additional occupancy of our right of way in the City of Brighton, Michigan.

Attached are two copies of Standard Inductive Coordination Information, Sheets #1 and #2. Please fill out one copy of the attached form and return to me for our evaluation of interference to our communication and signal facilities.

As a matter of information, it will be necessary for your company to furnish this data in any future application for longitudinal occupancy of Railway property.

Yours very truly,

R C Tench
R. C. Tench

Attachment

9-10-71
Don McClellan
Howell Office

Will you please furnish the requested information on the attached sheets.

Hazel Brandau
R/E and R/W
302 G.O.

RECORDED RIGHT OF WAY NO.

27181



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

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

R C TENCH
CHIEF ENGINEER-SYSTEM

September 8, 1971 ID/41
File: 187-3-629

*HEISB
8-11-71
REVISED*

I. W. GAMBLE
lls
SEP 10 1971
JHS
R/E & R/W DEPT

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

Dear Mr. Gamble:

Referring to your letter of August 20, 1971, requesting additional occupancy of our right of way in the City of Brighton, Michigan.

Attached are two copies of Standard Inductive Coordination Information, Sheets #1 and #2. Please fill out one copy of the attached form and return to me for our evaluation of interference to our communication and signal facilities.

As a matter of information, it will be necessary for your company to furnish this data in any future application for longitudinal occupancy of Railway property.

Yours very truly,

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Don McClellan
Howell Office

Will you please furnish the requested information on the attached sheets.

Hazel Brandau
R/E and R/W
302 G.O.

RECORDED RIGHT OF WAY NO.

27181

October 8, 1971

Mr. J. T. Collinson
General Manager - Chief Engineer
The Chesapeake and Ohio Railway Company
C & O Building, 405 Eleventh Avenue
P. O. Box 1800
Huntington, West Virginia 25718

Attention: Mr. Ed Hastings

Dear Sir:

This refers to the attached Amendment to Agreement dated October 4, 1966, covering pole and anchored guy on your right of way South of Washington in the City of Brighton as shown on our Plan RX-63C, your File 187-3-466.

This particular span is a continuation of our longitudinal occupancy extending Northwest from Washington, as covered by your agreement dated March 25, 1971, your File 187-3-613, our Plan HE-14B.

Covering the pole and anchored guy with the attached Amendment was to be a temporary measure until we submitted our proposed second portion of this line extending Southeast from Washington. In the meantime, we have submitted the second portion of this lease as of August 20, 1971, to which you assigned File No. 187-3-629. Our Plan for this second portion is HE-18B and includes the pole and anchored guy you have covered with the above Amendment.

We are sorry the timing of our application covering the second portion has confused this Amendment but would appreciate having the pole and guy included with the agreement that will cover the second portion. This would mean that Agreement dated October 4, 1966 covering the original pole and anchored guy would have to be canceled.

We are in the process of completing your Inductive Coordination Sheet for this second portion, as requested by you.

Yours very truly,

JWB

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

HB
Att.

RECORDED RIGHT OF WAY NO.

27181

R/W 24241

Amended by new agreement dated 1-2-72

R/W 27181

R27181

IN 10IN_HELIX_ANC @ 45'
 IN 10IN_HELIX_ANC @ 40'
 IN 5/16IN_DN_GUY
 IN 5/16IN_DN_GUY

ROW RX 27181
 2736

RELOCATE 3-636_B AS SHOWN
 RELOCATE 3-636_B &
 1-3/OACSR AS SHOWN

RR SIGNAL

North

MAIN ST

C.L. TRACKS

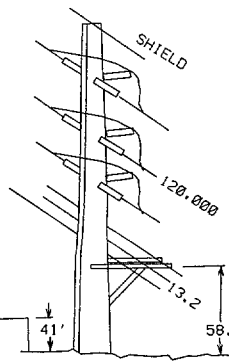
REMOVE 80'
 POLE

NEW 107'
 LAMINATED POLE
 (14' 6" DEEP)

NEW PROPERTY LINE
 OLD PROPERTY LINE

RP EXISTING POLE
 LAMINATED POLE

POLE #1
 LOOK NORTH



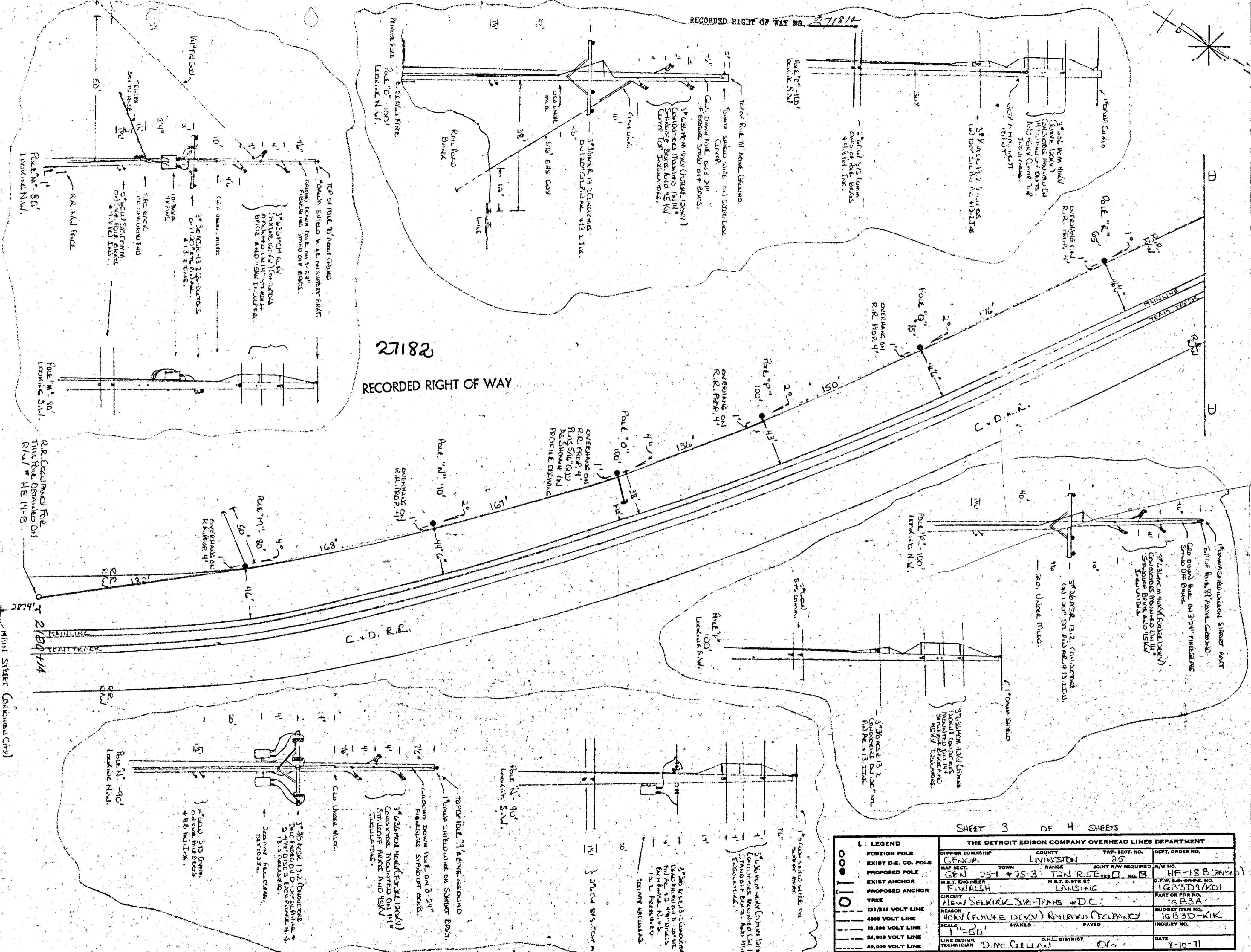
NEW BLDG

SECOND

RFW Description 525 MAIN OH RELOCATION		PD 36	SRW	PH 49	PLC	Conj. Group	RFW Number 330351	
Circuit #1 DC 9828 SLKRK	Circuit #2 TIE 2830 A-B	Service Center #1 HOWELL	Service Center #2	COH 54	COS	CUG	CUL	CUS
Worksite City BRIGHTON		Worksite Twp.			Worksite County LIVINGSTON			
Town T2N	Range R6E	Sect 31	Planner Name Cruthers, Allen K	Commit Date 2/22/2001	Scale 1" = 50'	Plot Date 2/22/2001		

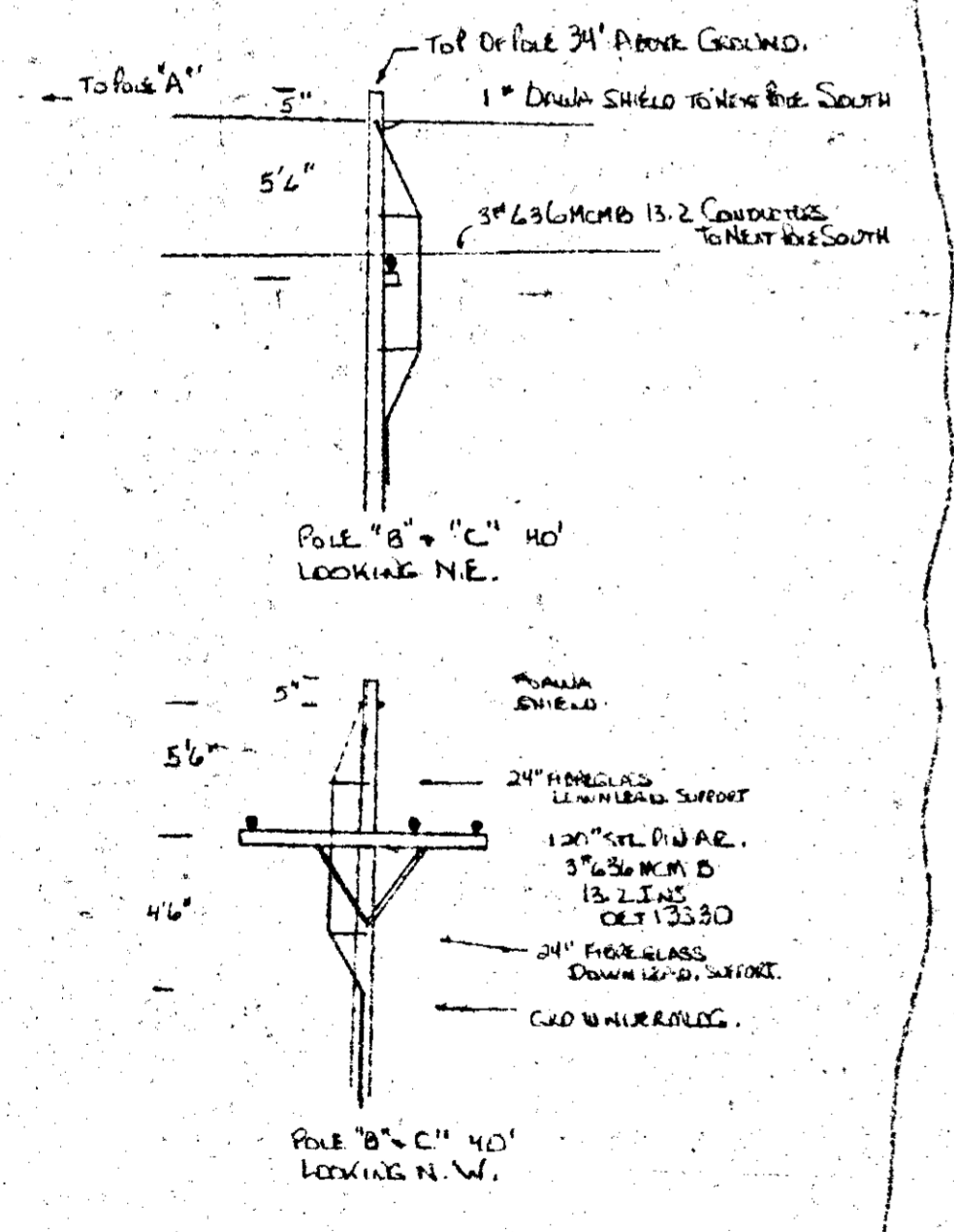
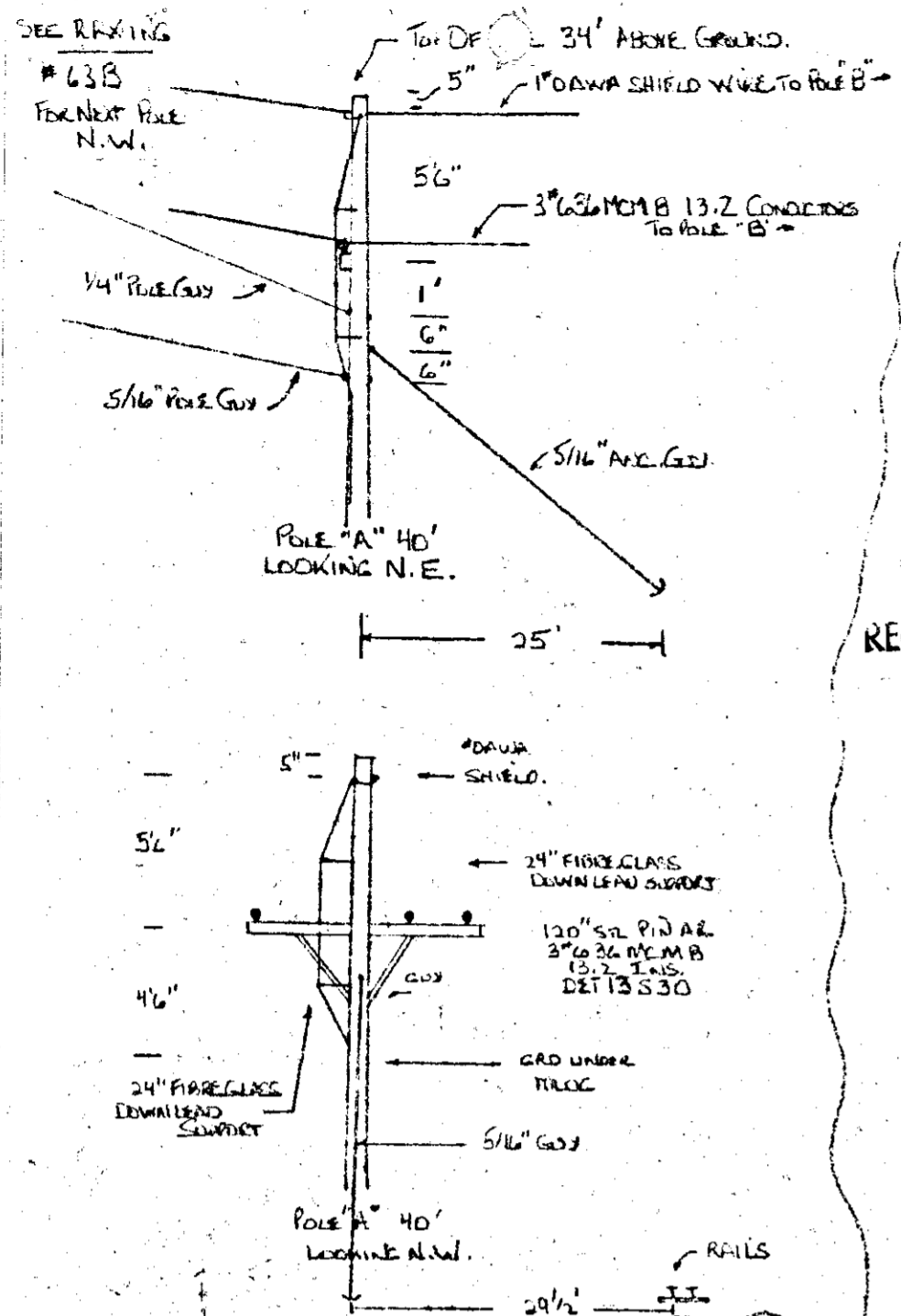
RECORDED RIGHT OF WAY NO. 27181A

27182
RECORDED RIGHT OF WAY

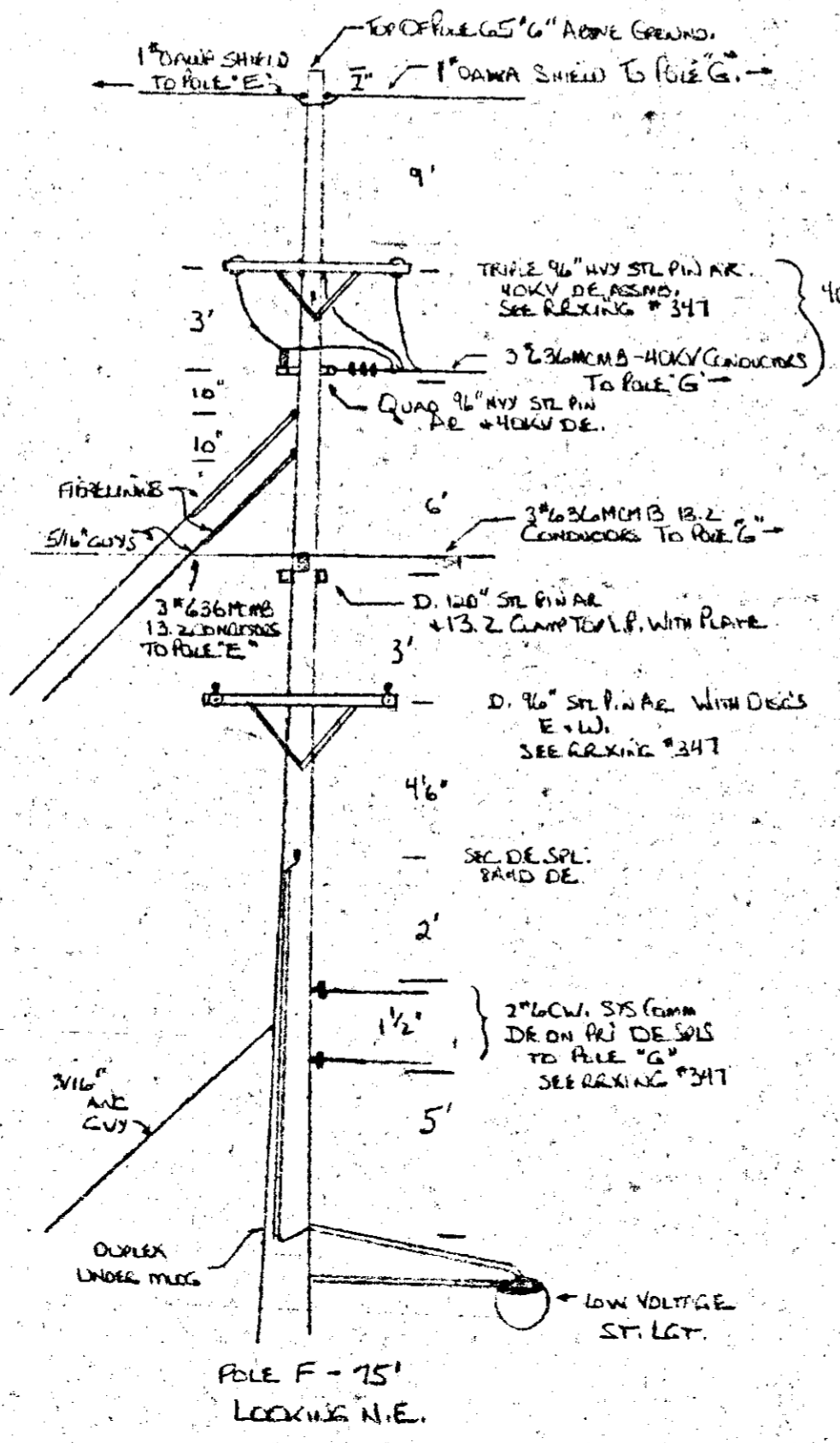
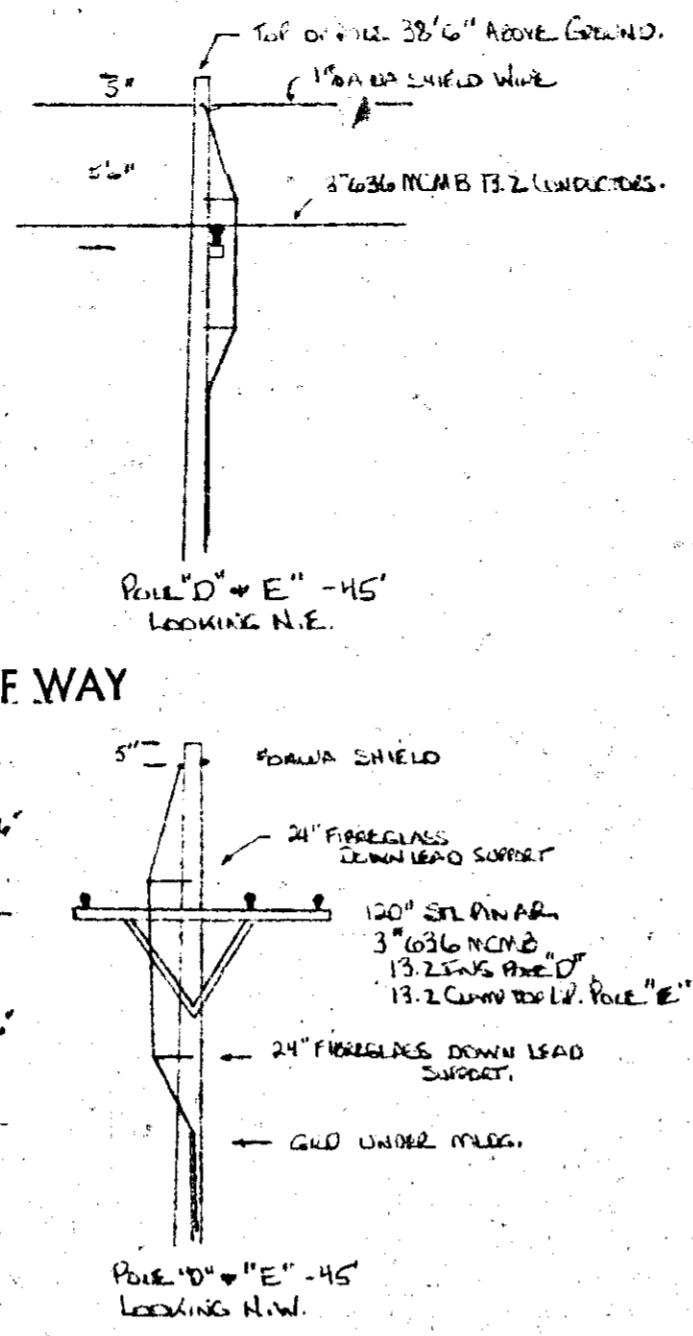


THE DETROIT EDISON COMPANY OVERHEAD LINES DEPARTMENT			
LEGEND	CITY OR TOWNSHIP	COUNTY	TWP. SECT. NO.
FOREIGN POLE	GENEA	LIVINGSTON	25
EXIST D.E. CO. POLE	MAP SECT.	TOWN	RANGE
PROPOSED POLE	GEN 25-1 + 25-3	T2N	R5E
EXIST ANCHOR	M.E.T. ENGINEER	M.E.T. DISTRICT	JOINT R/W REQUIRED
PROPOSED ANCHOR	F. W. WILSH	LANSING	NO
TRUCK	CIRCUIT	REASON	D.E.P. NO.
120/240 VOLT LINE	NEW SELKIRK SUB-TRANS + D.C.	40KV (FUTURE 100KV) RAILROAD OCCUPANCY	16B33A
4800 VOLT LINE	SCALE	1" = 50'	BUDGET ITEM NO.
15,000 VOLT LINE	STAKED	PAVED	16B30-KIK
24,000 VOLT LINE	LINE DESIGN	TECHNICIAN	INQUIRY NO.
40,000 VOLT LINE	D. MC CLELLAN	O.H.L. DISTRICT	DATE
			8-10-71

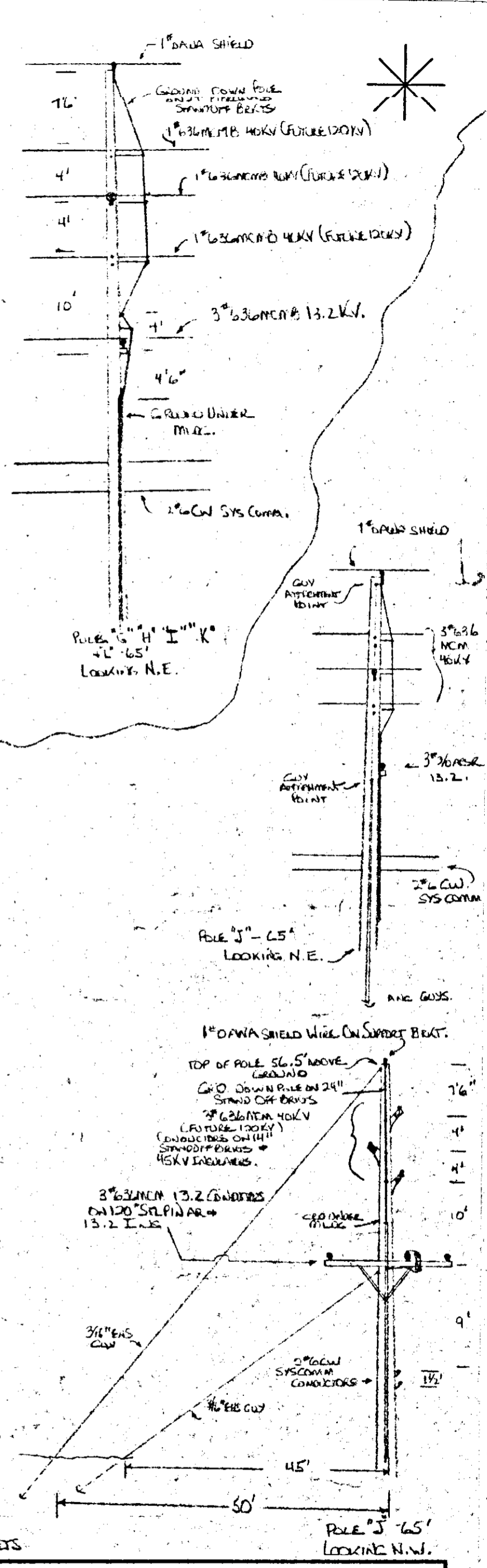
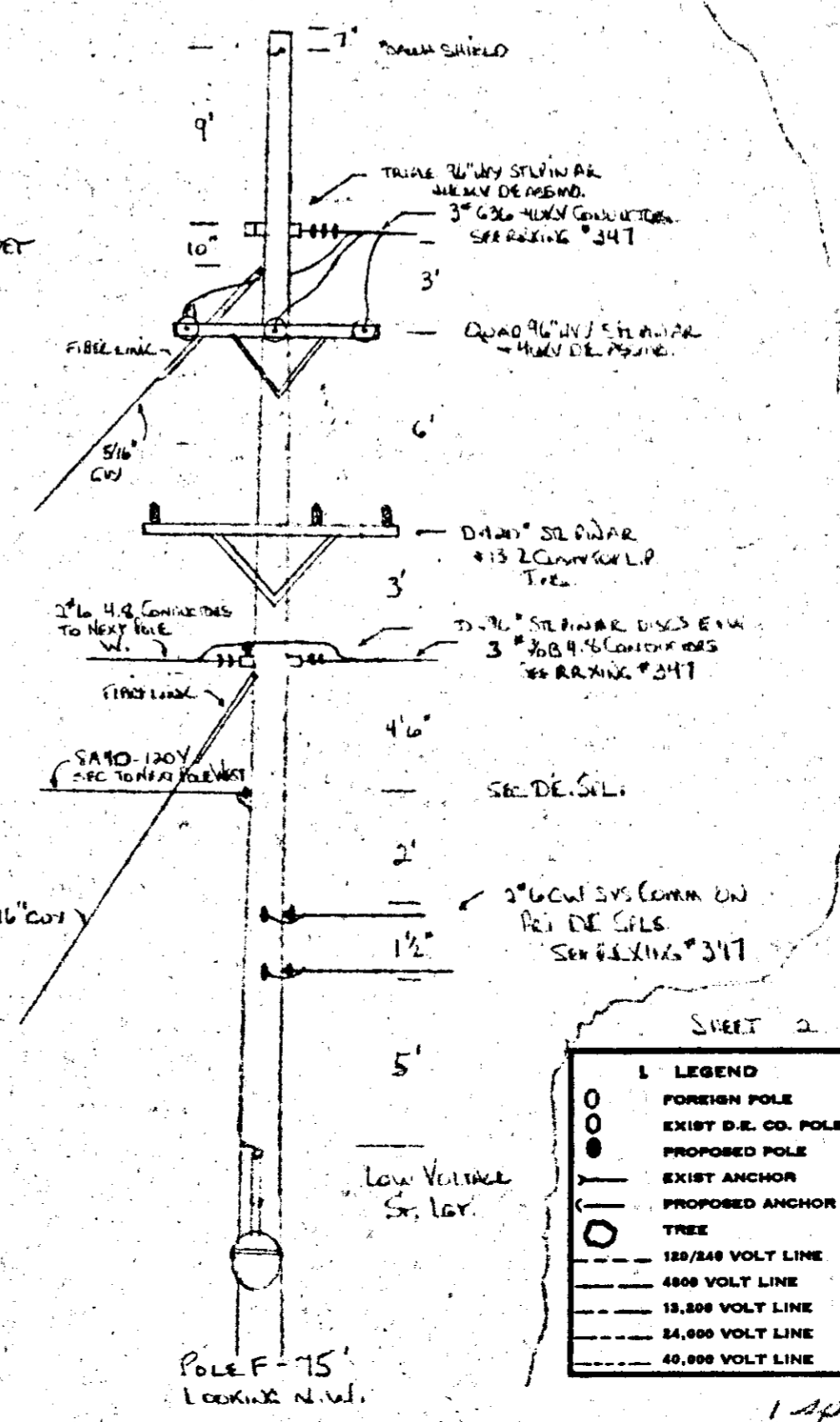
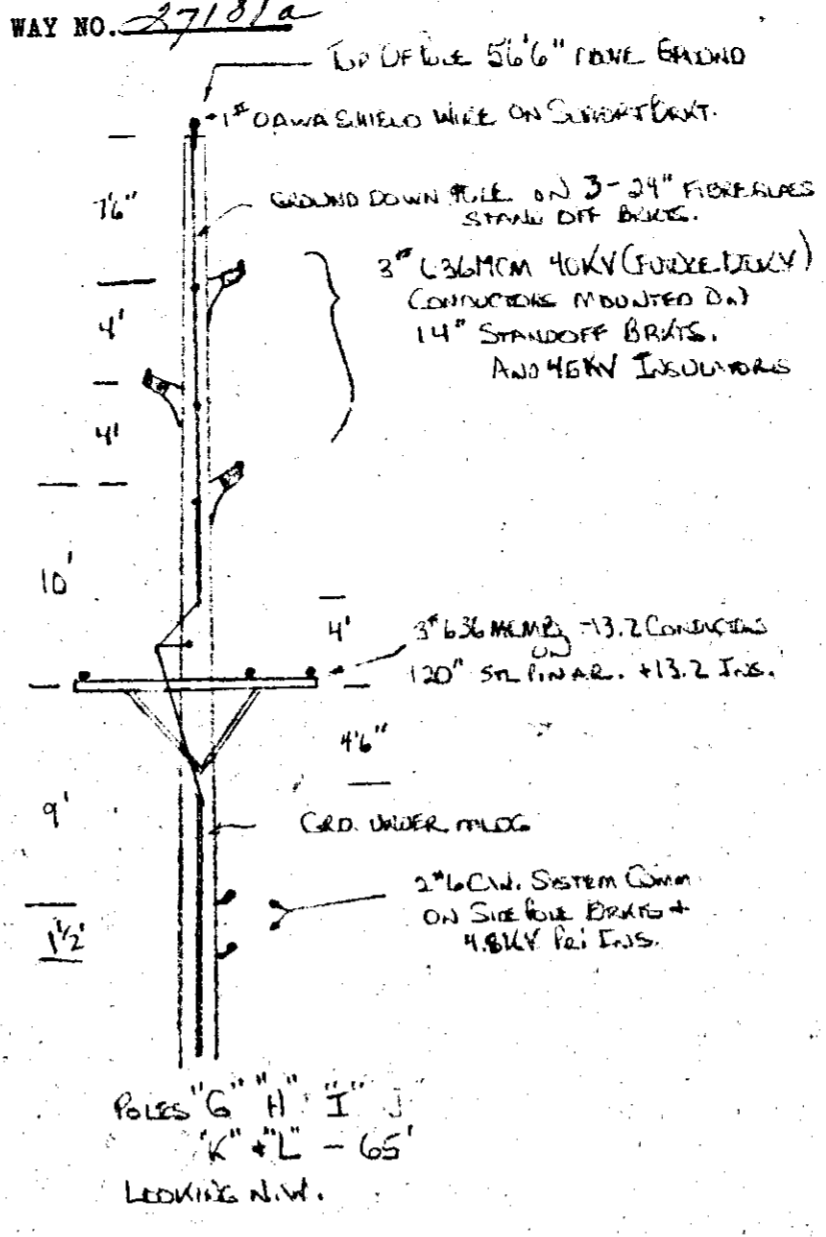
SHEET 3 OF 4 SHEETS



21782
RECORDED RIGHT OF WAY



RECORDED RIGHT OF WAY NO. 27181a

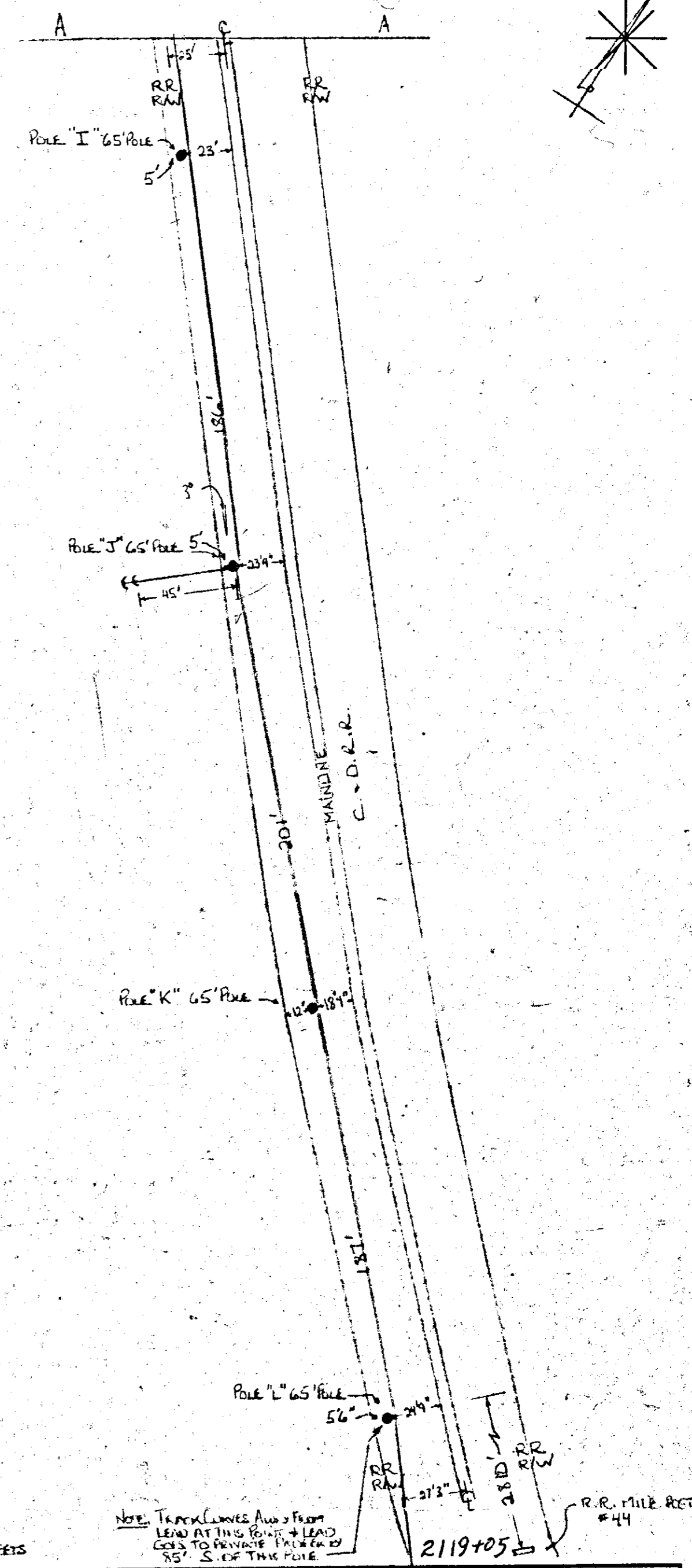
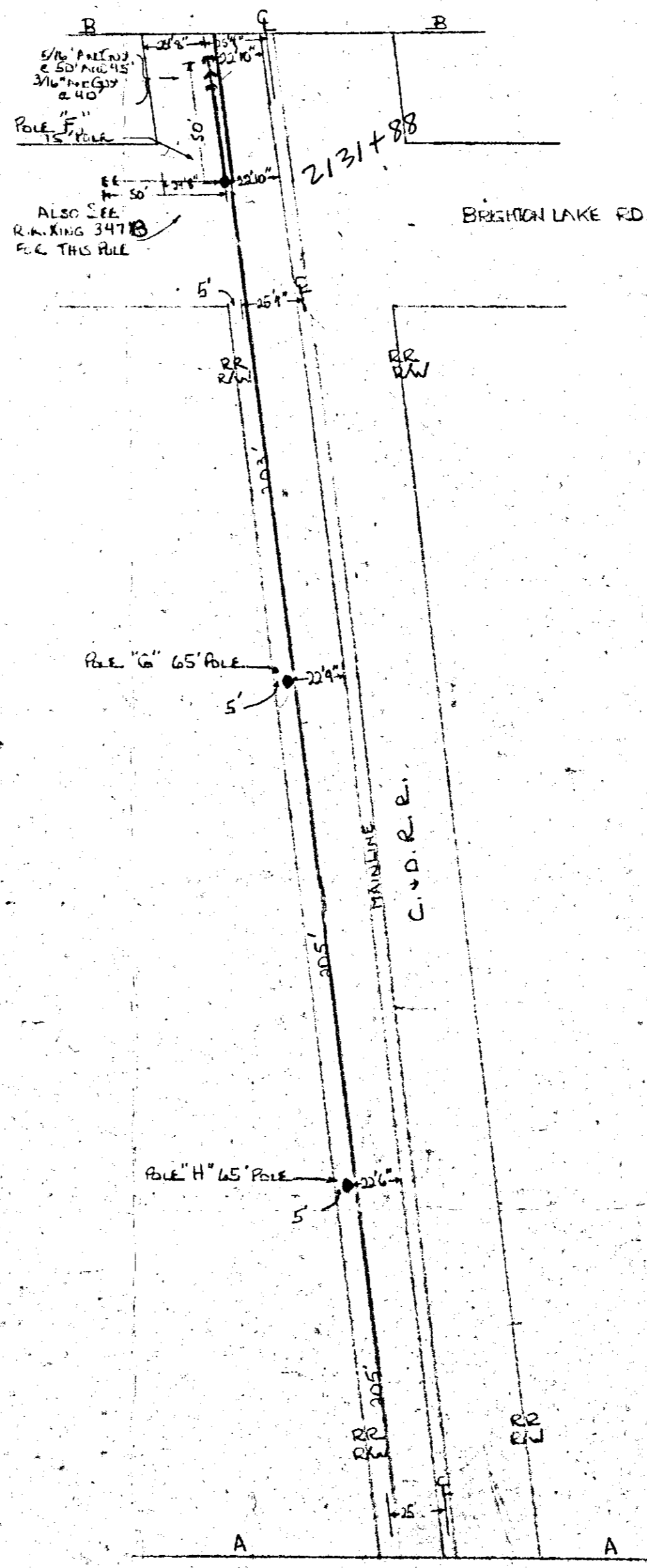
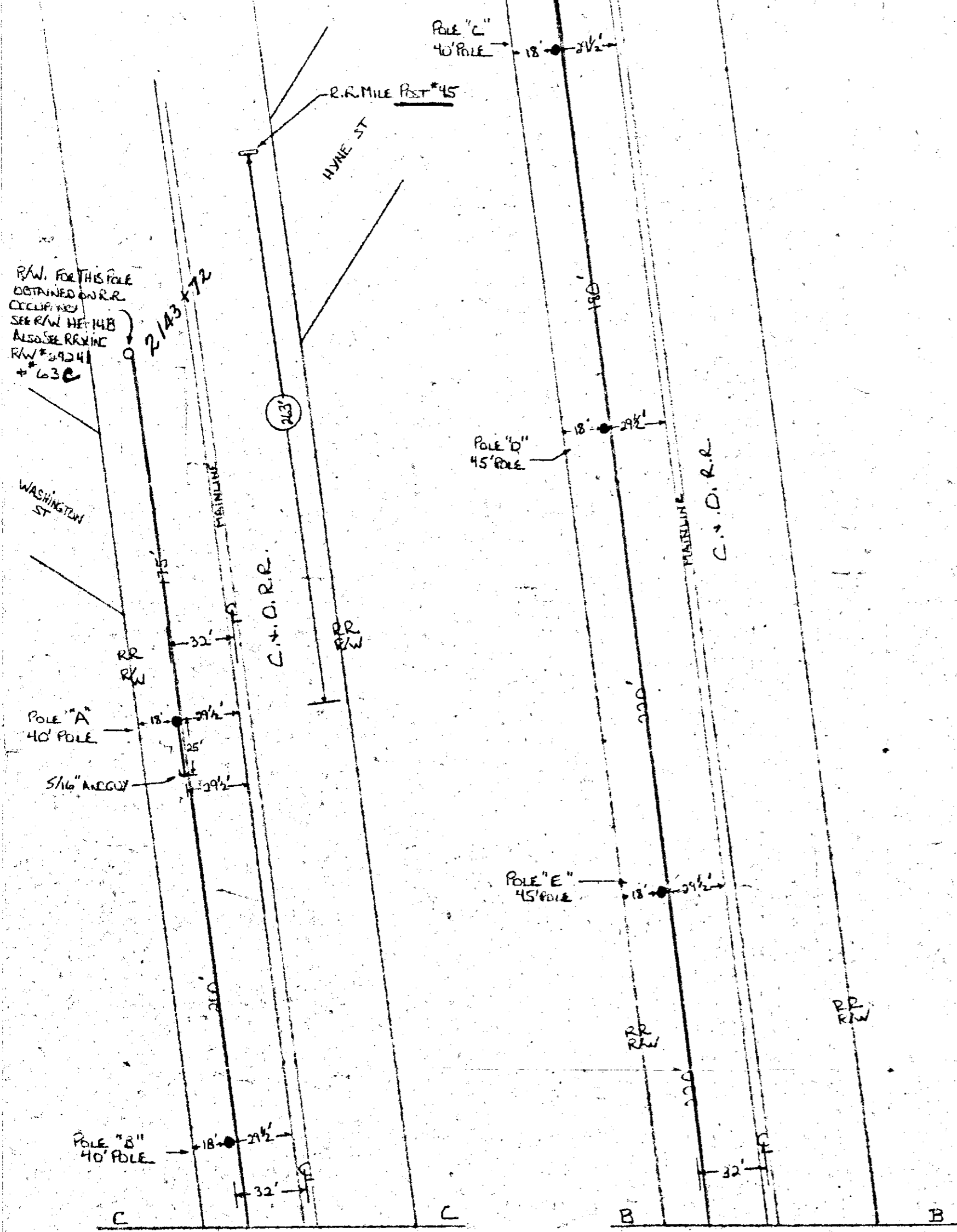


SHEET 2 OF 4 SHEETS

THE DETROIT EDISON COMPANY OVERHEAD LINES DEPARTMENT			
1	LEGEND	CITY OR TOWNSHIP	COUNTY
0	FOREIGN POLE	LIVINGSTON	LIVINGSTON
0	EXIST D.E. CO. POLE	TWP. SECT. NO.	DEPT. ORDER NO.
0	PROPOSED POLE	MAP SECT.	TOWN
0	EXIST ANCHOR	RANGE	JOINT R/W REQUIRED
0	PROPOSED ANCHOR	14N 26-1	TOWN
0	TREE	TORRGE	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
0	180/240 VOLT LINE	M.B.T. ENGINEER	M.B.T. DISTRICT
0	4800 VOLT LINE	P. L. H. S. H.	LANING
0	15,000 VOLT LINE	CIRCUIT	113 SELWICK SUB-TRANS + D.C.
0	24,000 VOLT LINE	REASON	NEW 40KV (FUTURE DOWN) RAILROAD OVERCROSSING
0	40,000 VOLT LINE	SCALE	STAKED PAVED
0		LINE DESIGN	D. H. C. LLELLAN
0		G.H.L. DISTRICT	CL
0		DATE	3-10-71

1A110

RECORDED RIGHT OF WAY
27181A



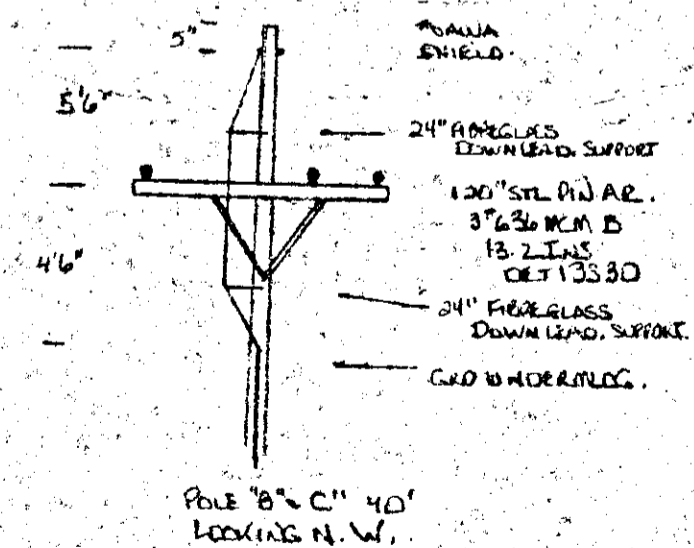
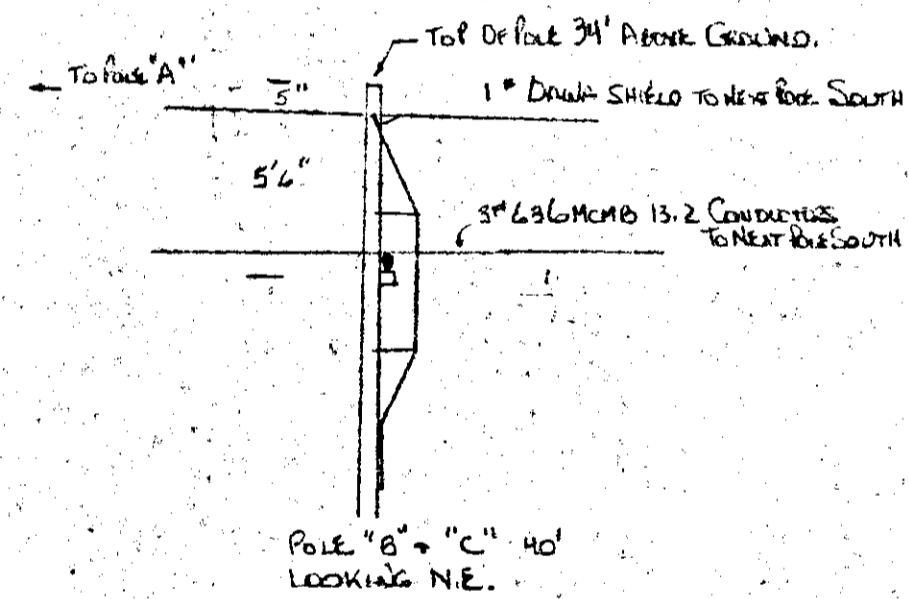
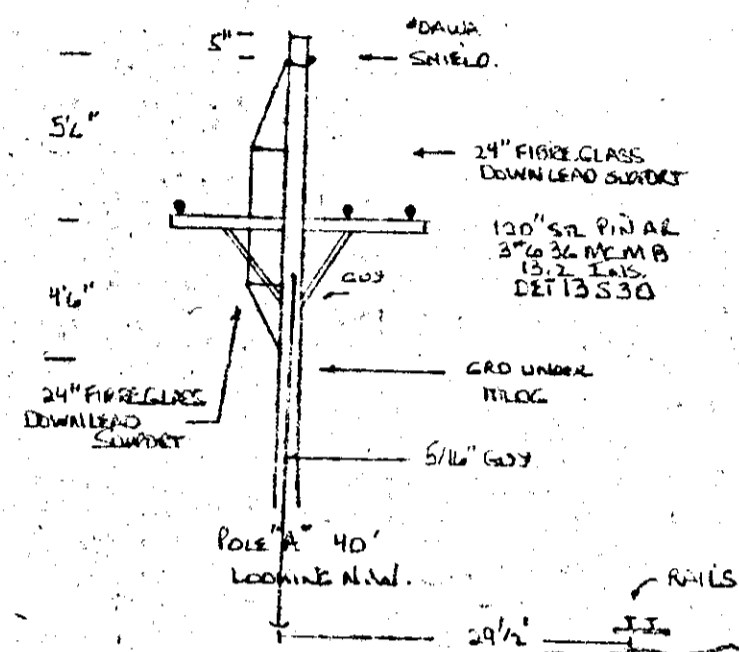
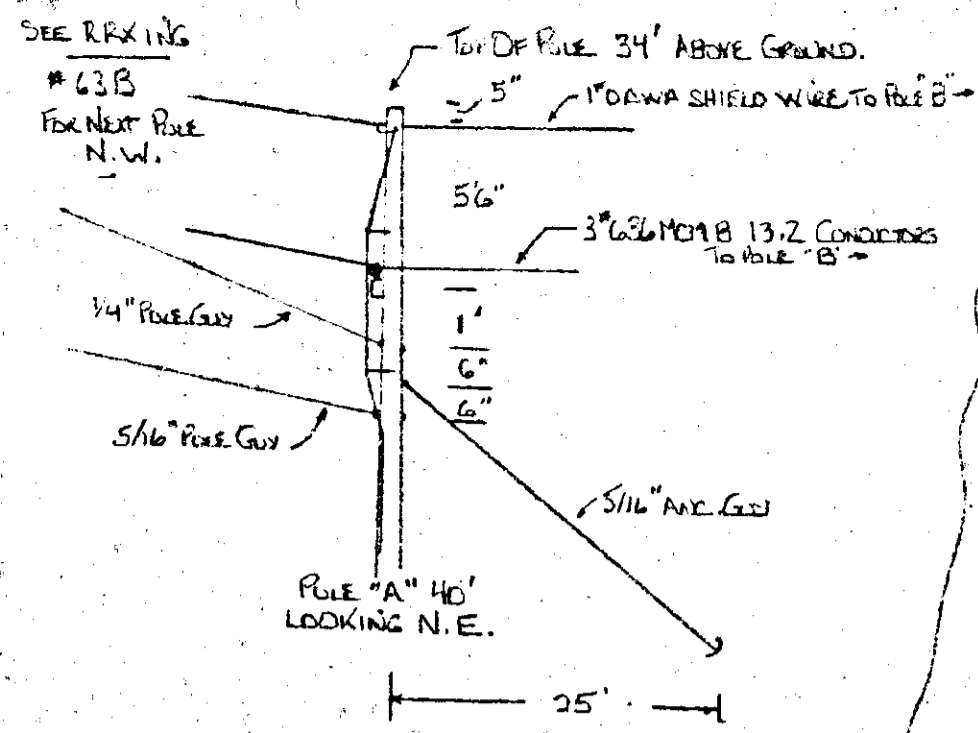
SHEET 1 OF 4 SHEETS

Red - Poles & guys on R/W
Green- 13.2 KV, 1184' 1174
Purple- 40 KV 1465'
Yellow- 40 KV Overhang 1321'

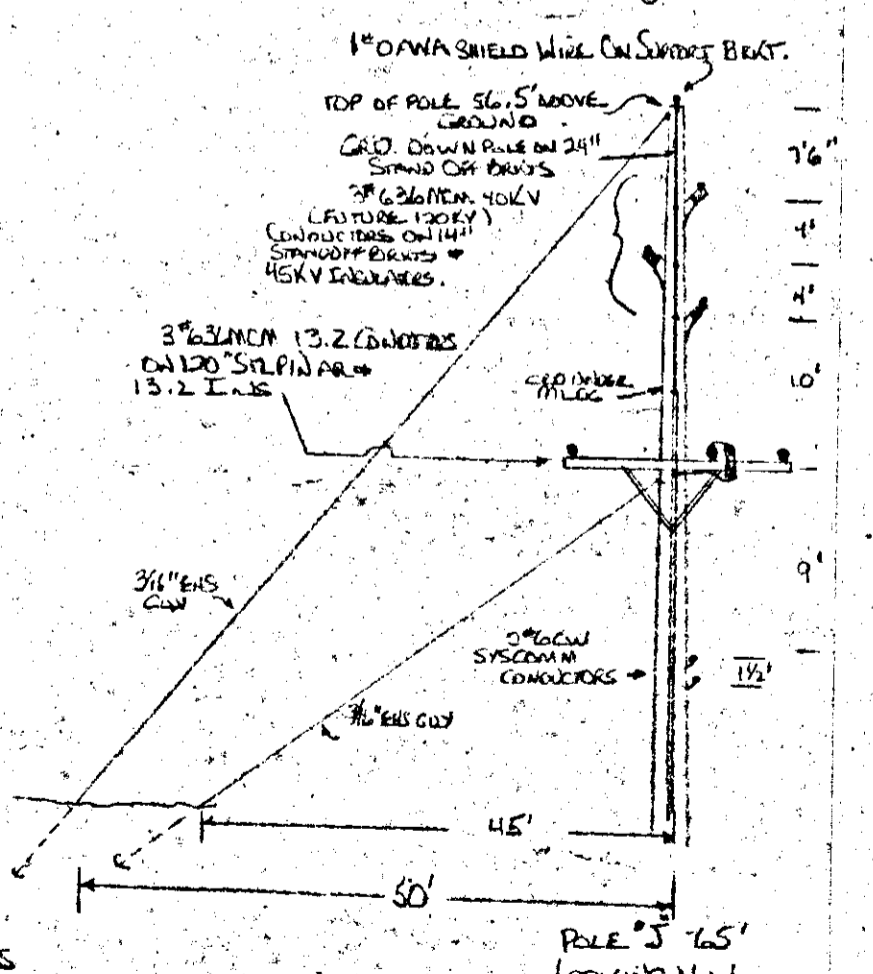
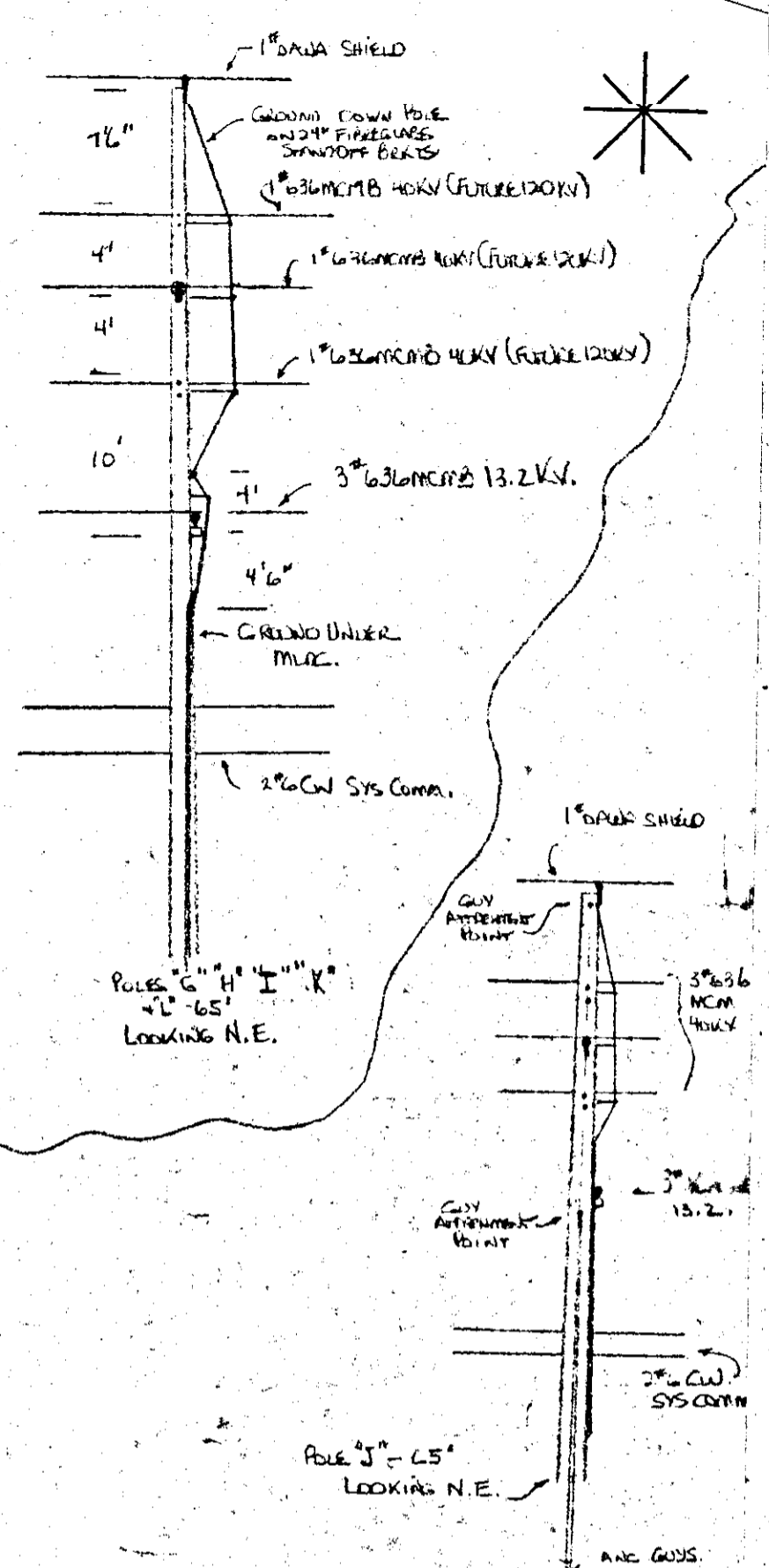
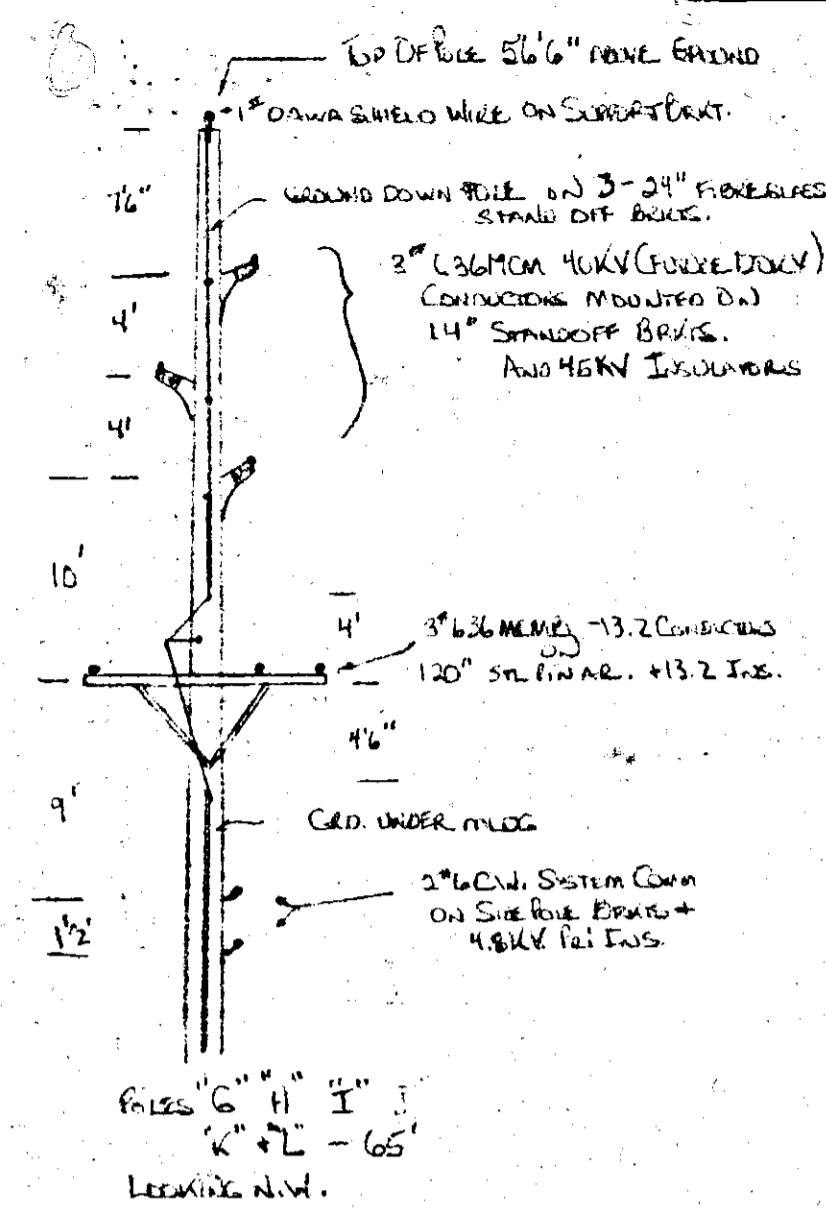
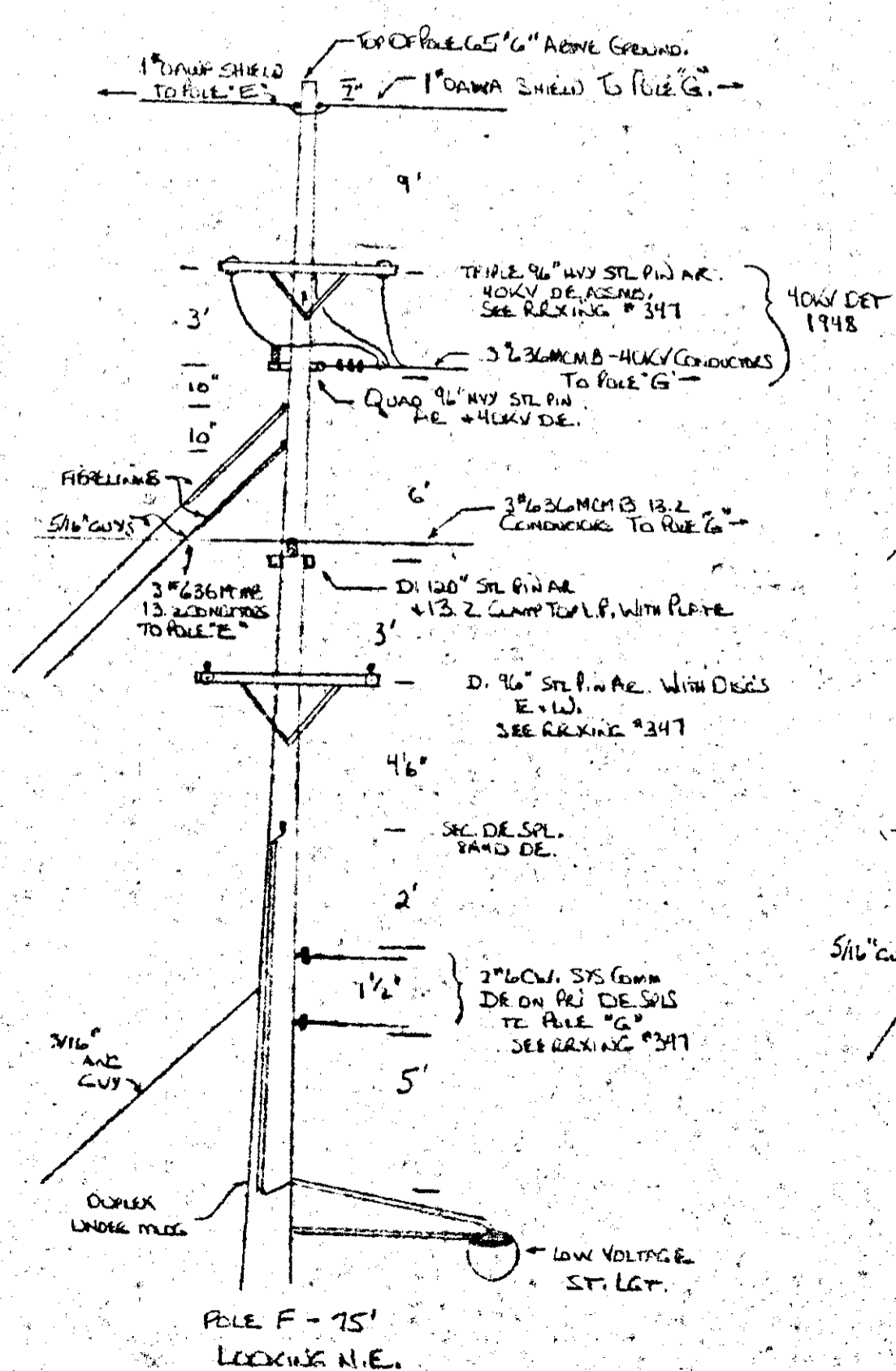
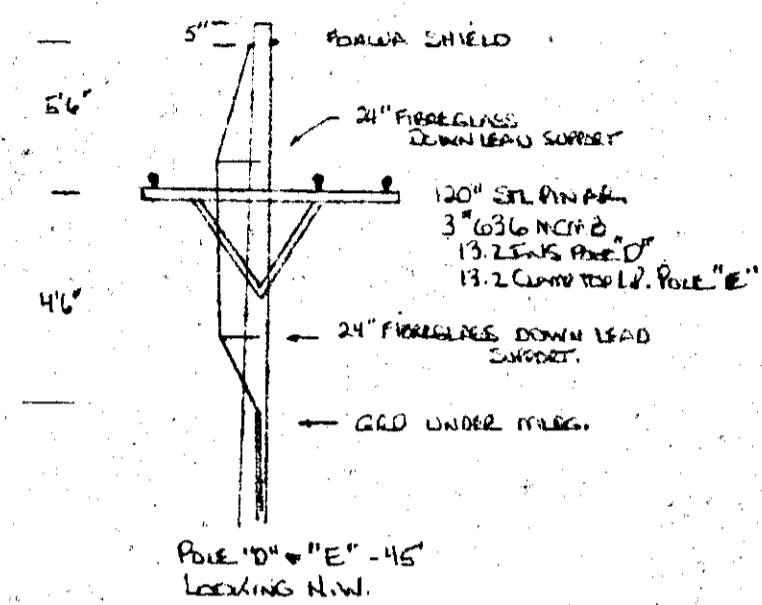
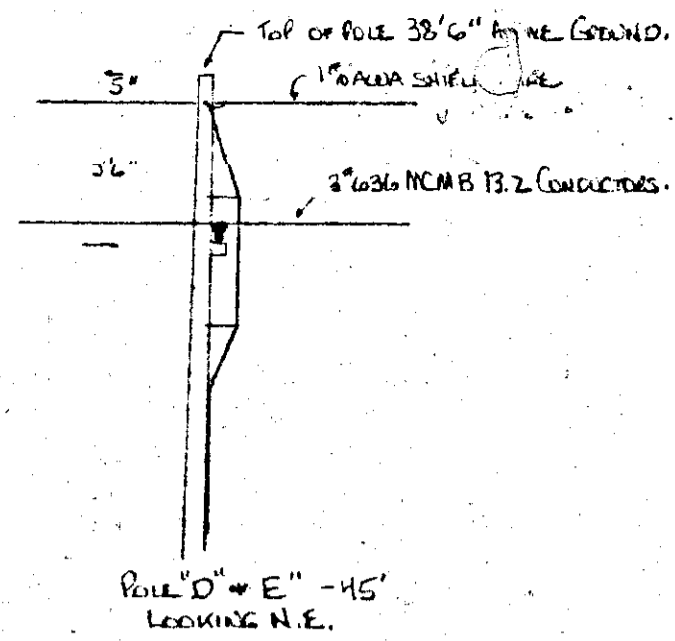
THE DETROIT EDISON COMPANY OVERHEAD LINES DEPARTMENT			
CITY OR TOWNSHIP	COUNTY	TWP. SECT. NO.	DEPT. ORDER NO.
BRIGHTON	LIVINGSTON	31	
MAP SECT.	TOWN	RANGE	JOINT R/W REQUIRED
BTN-26-1	T2N	R6E	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES
M.S.T. ENGINEER	M.S.T. DISTRICT		R/W NO.
F. WALSH	LANSING		HE-18 (REVISED)
CIRCUIT			O.P.W. E.G.-84-86-NO.
NEW SELWICK SUB-TWINE + D.C.			1GB3D9/K01
REASON			PARTIAL BIDDING PROJECT
40KV (FUTURE DOW) RAILROAD OCCUPANCY			1GB3A
SCALE	STAKED	PAVED	BUDGET ITEM NO.
1"=50'			1GB3D-KIK
LINE DESIGN	G.H.L. DISTRICT		INQUIRY NO.
TECHNICIAN D.M.C. GELMAN	DL6		
			DATE
			9-10-71

102+10

RECORDED RIGHT OF WAY NO. 27181a



RECORDED RIGHT OF WAY NO. 2781



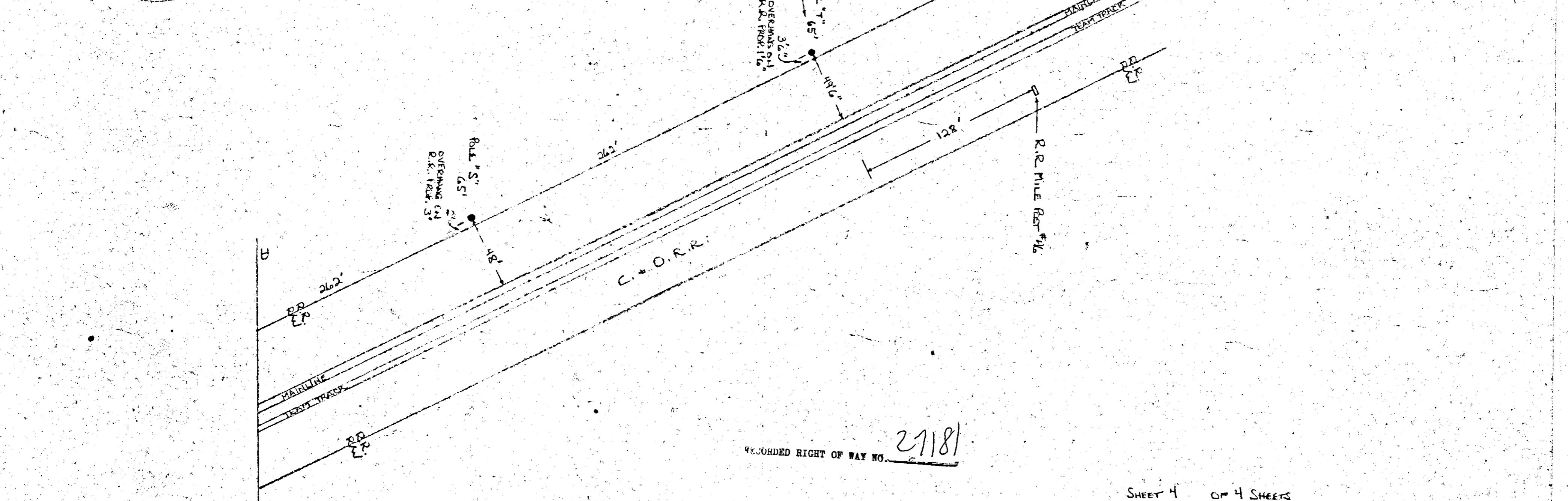
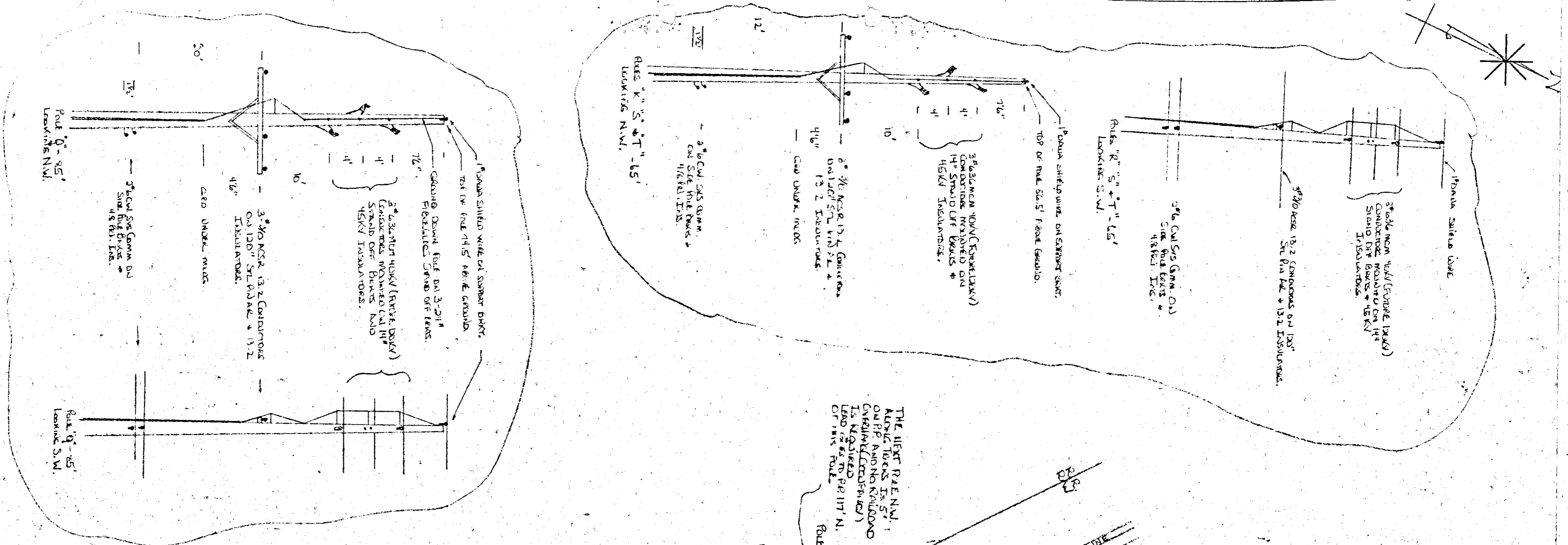
SHEET 2 OF 4 SHEETS

THE DETROIT EDISON COMPANY OVERHEAD LINES DEPARTMENT			
LEGEND	CITY OR TOWNSHIP	COUNTY	TWP. SECT. NO.
FOREIGN POLE	BRIGHTON	LIVINGSTON	31
EXIST D.E. CO. POLE	RANGE		DEPT. ORDER NO.
PROPOSED POLE	TOWN		
EXIST ANCHOR	MAP SECT.	JOINT R/W REQUIRED	R/W NO.
PROPOSED ANCHOR	BTM 26-1	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	HE-18-B (REVISED)
TREE	M.E.T. ENGINEER	M.E.T. DISTRICT	D.P.W. S.O. ORDER NO.
120/240 VOLT LINE	F. LAUSH	LAUSING	16 13 3D 9/KO1
4800 VOLT LINE	CIRCUIT		PARALLEL TO RAILROAD PROJECT
12,000 VOLT LINE	NEW SELWICK SUBTRANS + D.C.		13 13 3A
24,000 VOLT LINE	REASON		BUDGET ITEM NO.
40,000 VOLT LINE	NEW (FUTURE 120KV) RAILROAD OVERLAP		13 13 3D-KIK
	SCALE	STAKED	PAVED
	LINE DESIGN	TECHNICIAN	D.H.L. DISTRICT
	D.R.C. CLELLAN		8-10-71

14710 464

RECORDED RIGHT OF WAY NO. 27181

27181



RECORDED RIGHT OF WAY NO. 21181

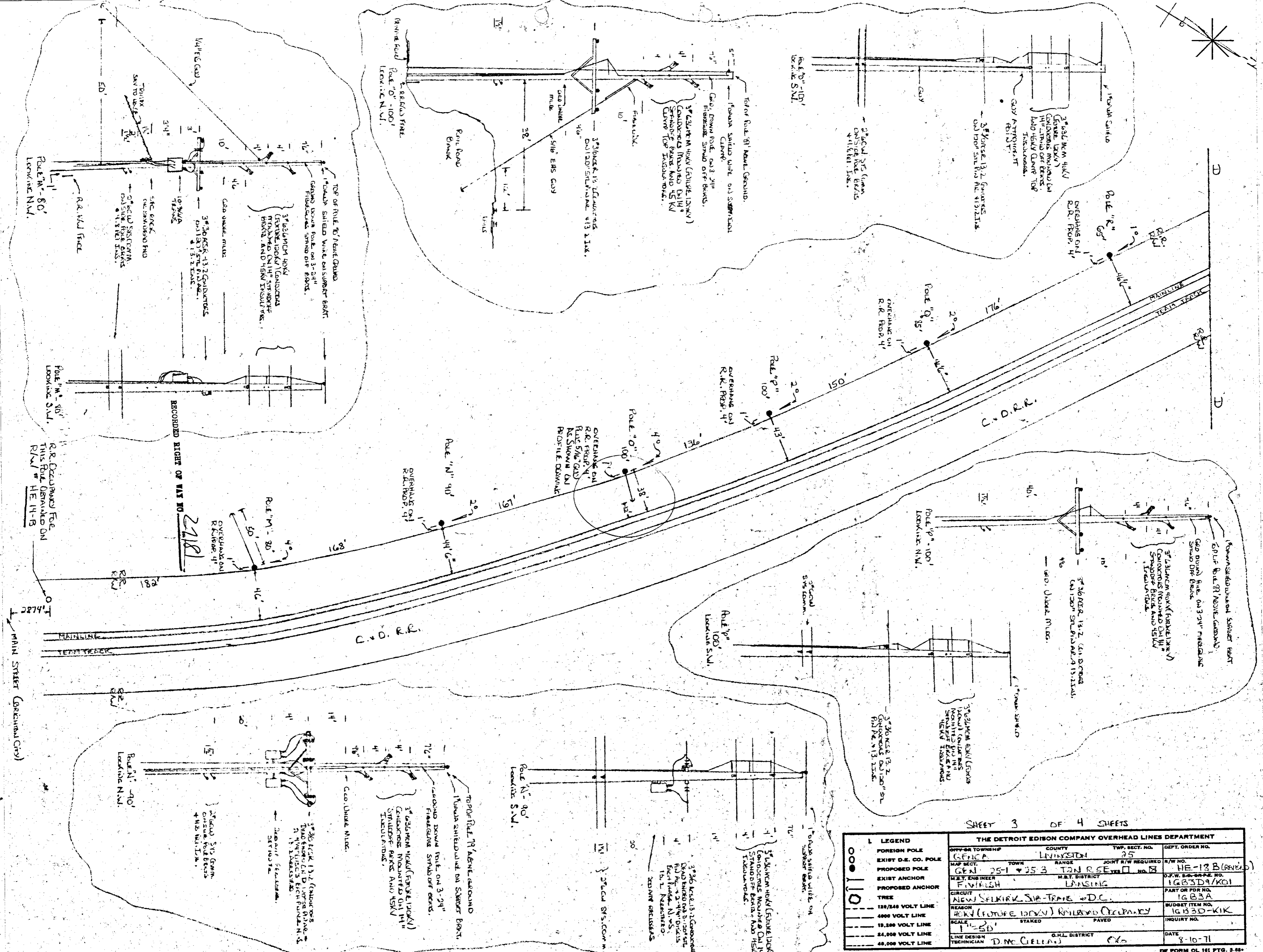
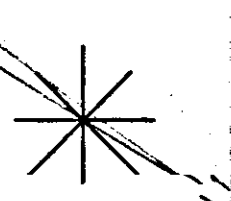
SHEET 4 OF 4 SHEETS

THE DETROIT EDISON COMPANY OVERHEAD LINES DEPARTMENT			
OFFICE OR TOWNSHIP	COUNTY	TWP. SECT. NO.	DEPT. ORDER NO.
GENEA	LIVINGSIDEN	25	
MAP SECT.	TOWN	RANGE	JOINT R/W REQUIRED
GEN 25-1	TOWNSHIP 5E		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
M.E.T. ENGINEER	M.E.T. DISTRICT		R/W NO.
F. WALSH	LANSING		HE-188 (REVISED)
CIRCUIT			D.F.W. S.O. OR A.E. NO.
NEW SELKIRK SUB-TRANS + D.C.			1GB3D9/KO1
REASON			PART-OR-PUR. NO. PROJECT
40KV (FUTURE 120KV) RAILROAD (CRAWFORD)			1GB3A
SCALE	STAKED	PAVED	BUDGET ITEM NO.
1" = 50'	YES		1GB3D-KIK
LINE DESIGN	O.N.L. DISTRICT		INQUIRY NO.
TECHNICIAN D. MC. CLELLAN	06		
			DATE
			8-10-71

128410

RECORDED RIGHT OF WAY 27181

27181



SHEET 3 OF 4 SHEETS

THE DETROIT EDISON COMPANY OVERHEAD LINES DEPARTMENT			
OFFICE TOWNSHIP	COUNTY	TWP. SECT. NO.	DEPT. ORDER NO.
GENEA	LIVINGSTON	35	
MAP SECT.	TOWN	RANGE	JOINT R/W REQUIRED
GEN 25-1 + 35-3	T2N	R5E	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
M.E.T. ENGINEER	M.E.T. DISTRICT	D.E.W. S.D. ORDER NO.	R/W NO.
F. WILKINSON	LANSING	16833D/KC1	HE-12 B (REVISED)
CIRCUIT	PART OR FOR NO.	BUDGET ITEM NO.	INQUIRY NO.
NEW SELKIRK SUB-TRANS + D.C.	16833A	16833D-KIK	
REASON	SCALE	DATE	
HOKV (FUTURE DDCV) RAILROAD OCCUPANCY	1" = 60'	8-10-71	
LINE DESIGN TECHNICIAN	G.H.L. DISTRICT		
D.M.C. CIELLA	670		

122+10

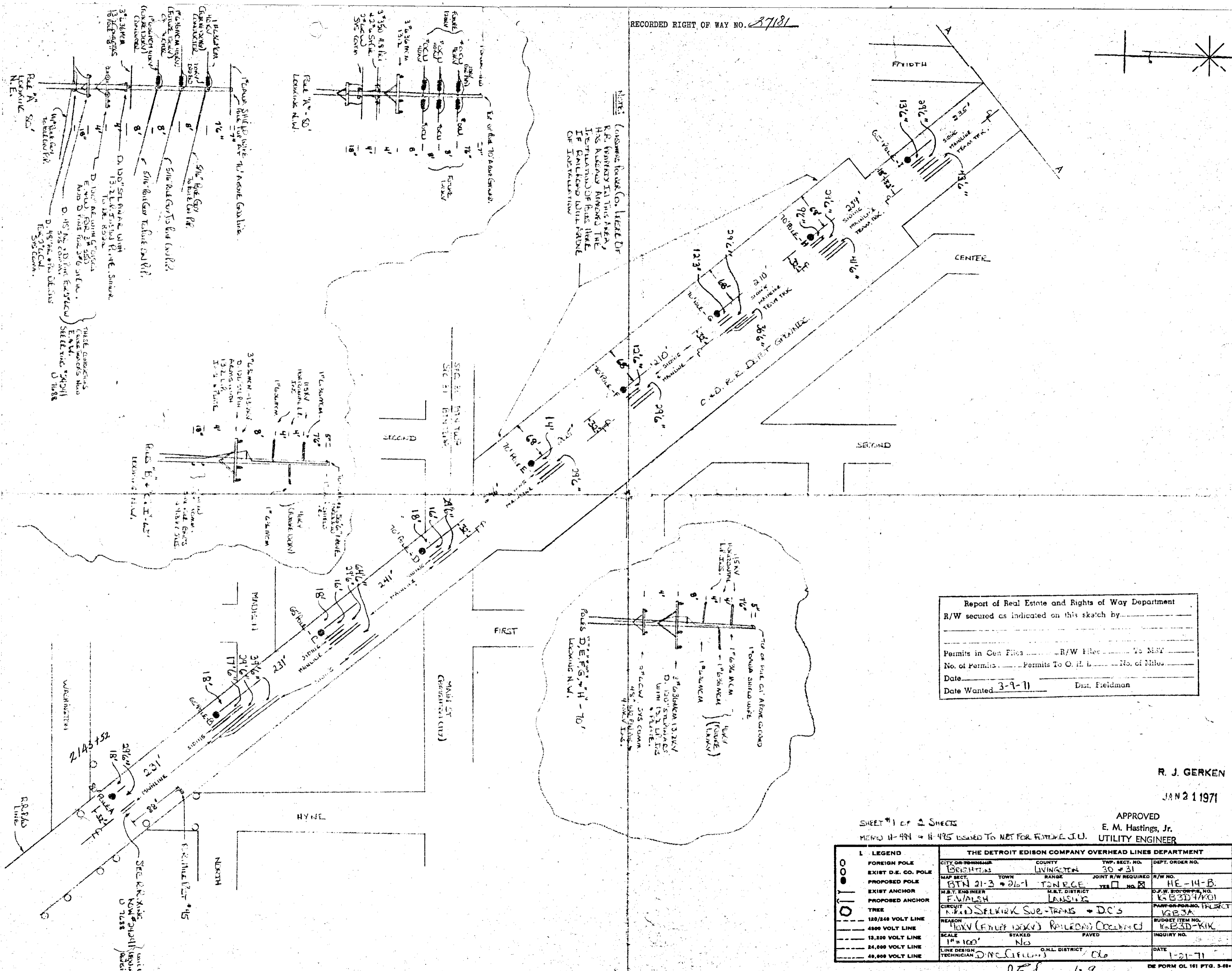
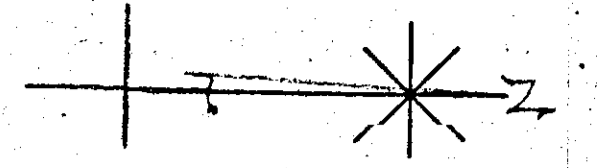
RECORDED RIGHT OF WAY NO. 27181

27181

RECORDED RIGHT OF WAY NO.

27181

27181



Report of Real Estate and Rights of Way Department
 R/W secured as indicated on this sketch by _____

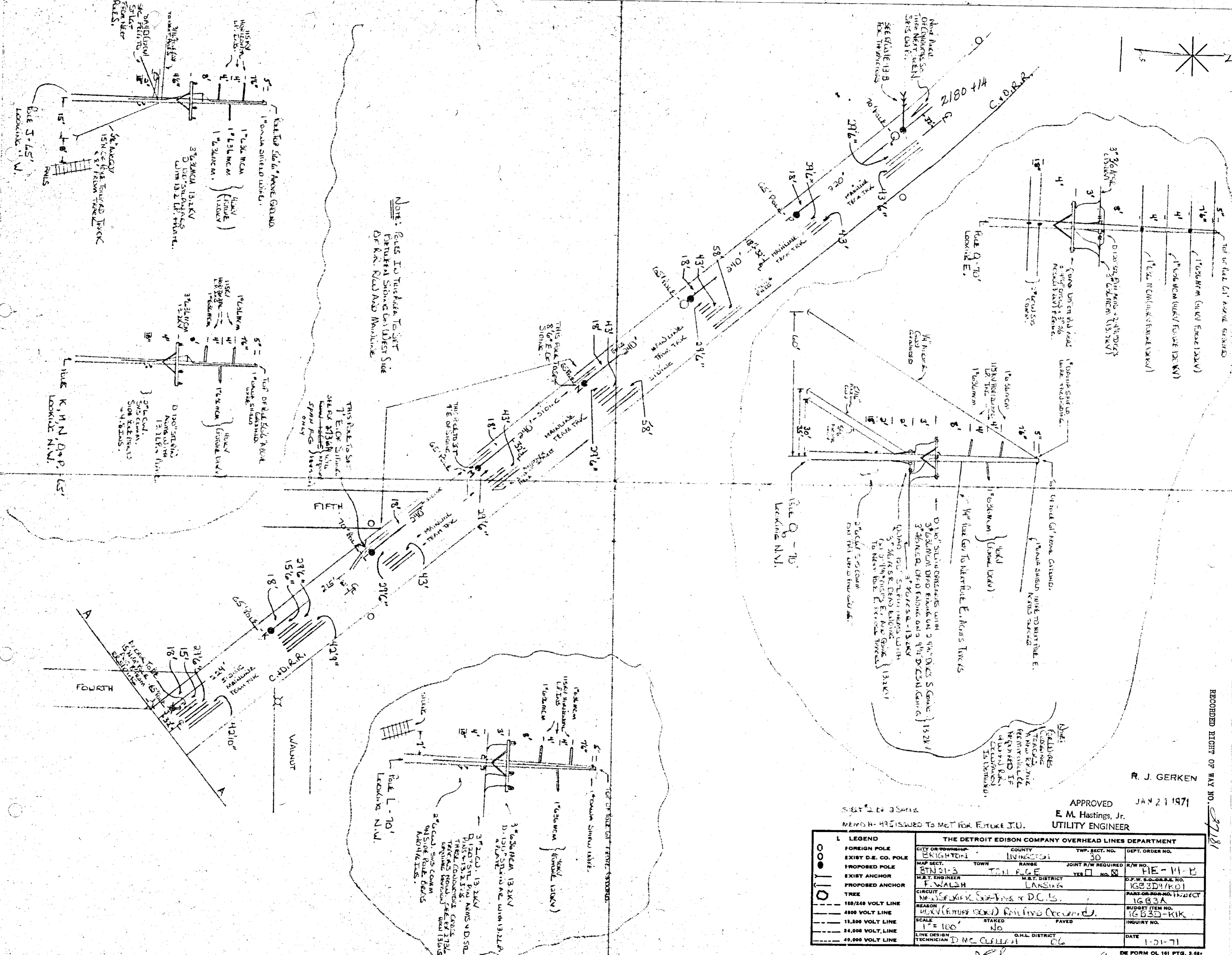
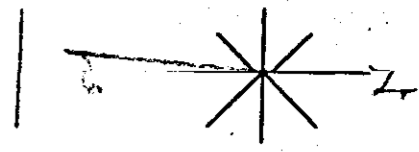
 Permits in Gen Files _____ R/W Here _____ To M&T _____
 No. of Permits _____ Permits To O. H. L. _____ No. of Miles _____
 Date _____
 Date Wanted 3-9-11 _____ Dist. Fieldman

R. J. GERKEN
 JAN 21 1971

SHEET #1 of 2 SHEETS
 MEMO H-494 + H-495 ISSUED TO NET FOR FUTURE J.U. UTILITY ENGINEER

APPROVED
 E. M. Hastings, Jr.
 UTILITY ENGINEER

LEGEND		THE DETROIT EDISON COMPANY OVERHEAD LINES DEPARTMENT			
○	FOREIGN POLE	CITY OR TOWNSHIP	COUNTY	TWP. SECT. NO.	DEPT. ORDER NO.
○	EXIST D.E. CO. POLE	BRIGHTON	LIVINGSTON	30 + 31	
○	PROPOSED POLE	MAP SECT.	TOWN	RANGE	JOINT R/W REQUIRED
○	EXIST ANCHOR	BTN 21-3 + 21-1	TONGEE	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	R/W NO. HE-14-B
○	PROPOSED ANCHOR	M.E.T. ENGINEER	M.E.T. DISTRICT		D.F.W. ORDER NO. 16B3D-KIK
○	TREE	F. WALSH	LAUSING		PART-OR-FOR-NO. PROJECT 16B3A
---	120/240 VOLT LINE	CIRCUIT	M&D SELKIRK SUB-TRANS + D.C.'S		
---	4800 VOLT LINE	REASON	10KV (FUTURE 10KV) RAILROAD OCCUPANCY		
---	13,200 VOLT LINE	SCALE	STAKED	PAVED	BUDGET ITEM NO. 16B3D-KIK
---	24,000 VOLT LINE	1" = 100'	No		INQUIRY NO.
---	48,000 VOLT LINE	LINE DESIGN	D. McClellan		DATE
		TECHNICIAN	O.H.L. DISTRICT	06	1-21-71



NOTE: Poles To This Area To SET
 ELECTRICAL SHOWING ON LATEST SIZE
 OF R.R. RAIL AND MAINLINE

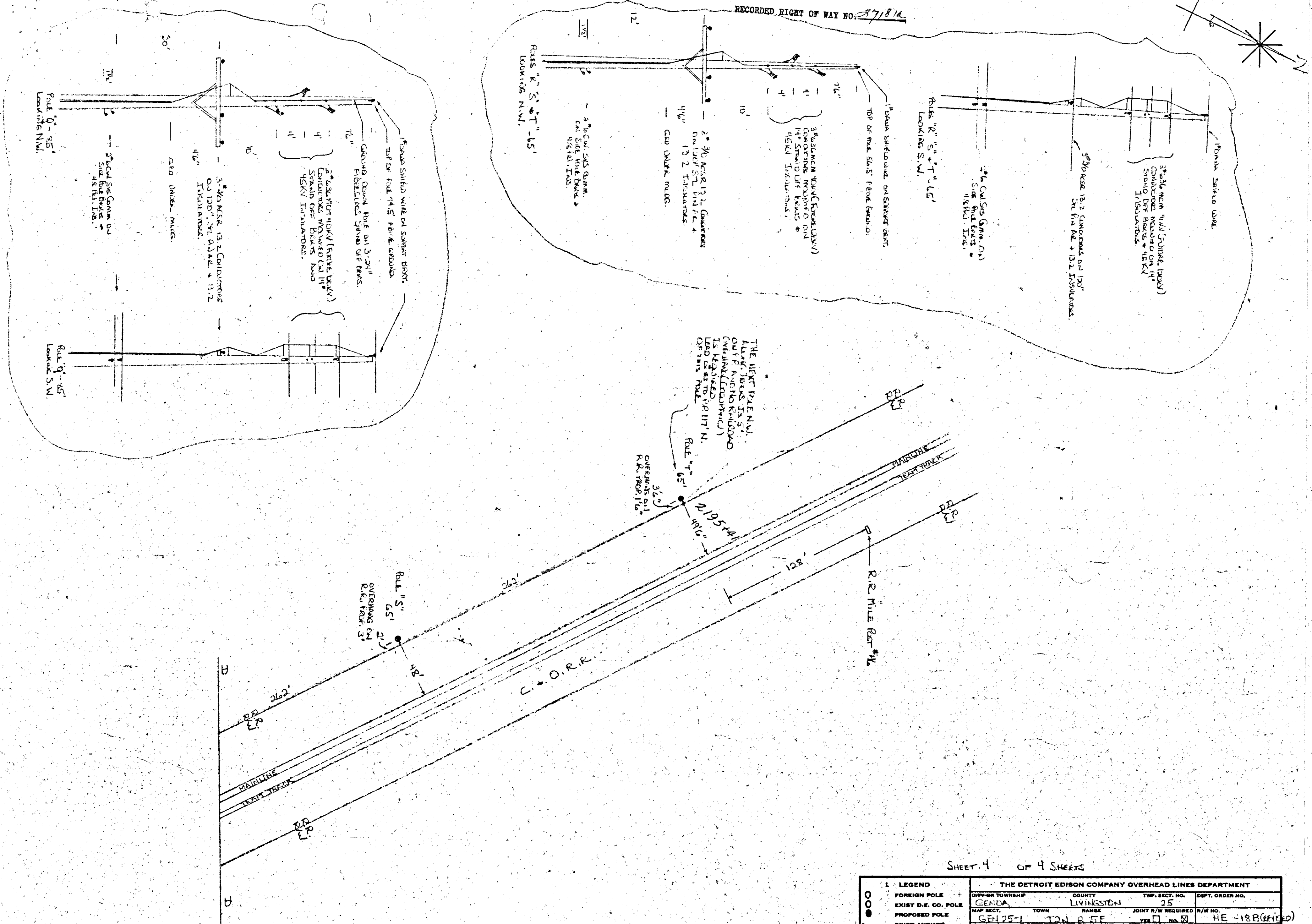
THIS POLE TO SET
 1" END OF SHIELD
 SEE EX 2736N WITH
 CONDUCTORS HUNG
 SPAN RIG (HANGERS
 ONLY)

APPROVED JAN 21 1971
 E. M. Hastings, Jr.
 UTILITY ENGINEER

R. J. GERKEN

THE DETROIT EDISON COMPANY OVERHEAD LINES DEPARTMENT			
CITY OR TOWNSHIP	COUNTY	TWP. SECT. NO.	DEPT. ORDER NO.
DIGHTON	LIVINGSTON	30	
MAP SECT.	TOWN	RANGE	JOINT R/W REQUIRED R/W NO.
BTN 213	TOLLEGE		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
DATE ENGINEER	M.B.T. DISTRICT		D.P.W. S.C. SERIAL NO.
F. WALSH	LANSING		1663D9/K01
CIRCUIT			PART OF R/W NO. PROJECT
NE 132KV RAILROAD SWAYING & D.C. IS.			1663A
REASON			BUDGET ITEM NO.
132KV (R/W) RAILROAD SWAYING & D.C. IS.			1663D-KIK
SCALE	STAKED	PAVED	INQUIRY NO.
1" = 100'	No		
LINE DESIGN	G.H.L. DISTRICT		DATE
TECHNICIAN D. MC CLELLAN	06		1-21-71

RECORDED RIGHT OF WAY NO. 27181



SHEET 4 OF 4 SHEETS

THE DETROIT EDISON COMPANY OVERHEAD LINES DEPARTMENT			
000110	LEGEND		
+	FOREIGN POLE	000-00 TOWNSHIP	
+	EXIST D.E. CO. POLE	COUNTY LIVINGSTON	
+	PROPOSED POLE	TWP. SECT. NO. 35	DEPT. ORDER NO.
+	EXIST ANCHOR	MAP SECT. TOWN RANGE	JOINT R/W REQUIRED R/W NO.
+	PROPOSED ANCHOR	GEN 25-1 TON R 5E	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> HE-188 (REVISED)
---	TRUSS	M.E.T. ENGINEER F. WALSH	M.E.T. DISTRICT LANSING
---	120/240 VOLT LINE	CIRCUIT NEW SELKIRK SUB-TRANS + D.C.	
---	4800 VOLT LINE	REASON 40KV (FUTURE 120KV) RAILROAD OCCUPANCY	
---	15,000 VOLT LINE	SCALE 1" = 50'	BUDGET ITEM NO. 1GB3A
---	24,000 VOLT LINE	STAKED YES	PART-OR-FOR NO. PROJECT 1GB3A
---	40,000 VOLT LINE	PAVED	BUDGET ITEM NO. 1GB3D-KIK
		LINE DESIGN TECHNICIAN D. MC CLELLAN	DATE 8-10-71
		G.N.L. DISTRICT 06	

124 4/10

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

April 25, 1972

TO RECORDS CENTER:

Attached is fully executed copy of agreement/permit from:

The Chesapeake and Ohio Railway Company Railroad File No. 187-3-629

Facilities Covered:

Three 636 MCM 40,000-volt wires, Three 636 MCM 13,200-volt wires, Two No. 6 CW System Communication wires, One No. 0 AWA Shield wire, and 12 wood poles, including Five anchors and Seven guy wires. (This is the second portion of Selkirk Project)

Specific Location:

From Washington Street Southeast to a point Northwest of Mile Post 44 and from a point Northwest of Fifth to a point Southeast of Mile Post 46.

Between 2119 + 05 and

R. R. Valuation Station 2195 + 41 Mile Post

City/Village Brighton Township Genoa, NE 1/4 of Sec. 25

County Livingston Detroit Edison Plan No. HE-18B (4 sheets)

Agreement/Permit Date January 27, 1972 R. R. Plan No. Used DECo. Plan

Preparation Fee \$100.00 Annual Rental \$650.00

Supersedes and Cancels Agreement dated October 4, 1966 R/W No. 24241 (Cancel)

Attached

This is a Supplemental Agreement and is to be made a part of R/W 27181

Attached Grand Trunk Western Railroad Permit No. 6-1972 to be made a part of R/W No. 9064.

GEN 25-1

RECORDED TO RECORDS CENTER RECEIVED JUN 13 '72 TICKLER MADE CLASSIFIED HB:cmk JUN 21 1972 HGI

GEN 25-1 DATE 6-19-72 CONTRACT BOOK NO. DATE 6-19-72 BY CHECKED BY E

W. Gamble, Supervisor of Rights of Way

Jenna Sec 25 7/1/72

RECORDED RIGHT OF WAY NO. 27181a

THIS AGREEMENT, made this 27th day of January, 1972, 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 one (1) 13.2 KV aerial wire line on and along First Party's right of way for a distance of 1184 feet, one (1) 40 KV aerial wire line on and along First Party's right of way for a distance of 1465 feet, and one (1) 40 KV wire line overhanging First Party's right of way for a distance of 1321 feet, with the location of twelve (12) poles, seven (7) guy wires and five (5) anchors between Station 2119 plus 05 and Station 2195 plus 41, in Brighton, Plymouth Subdivision, Grand Rapids Division, Livingston County, Michigan, as shown on Dwg's. HE-18 B, 4 sheets, dated 8-10-71, colored to so reflect the above mentioned breakdown, 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, operate and maintain said aerial wire lines and associated facilities on and along and overhanging First Party's right of way and tracks at the locations aforesaid, upon the following terms and conditions, and subject to the following limitations, and not otherwise:

1. Second Party shall obtain permission and authority from the Michigan Public Service Commission for the construction and maintenance of the aerial wire lines and shall at all times observe all requirements of public authority governing or respecting the same. Second Party shall construct and maintain said aerial wire lines 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 construct and maintain said aerial wire lines in a safe and proper condition at all times hereafter.

2. Said aerial wire lines and associated facilities shall be constructed and maintained in accordance with the legend and specification requirements appearing on said attached drawings.

3. If, in the judgment of First Party, the maintenance or use of Second Party's aforesaid aerial wire lines and associated facilities shall at any time cause inductive or physical interference with the communication circuits now or hereafter installed on the property of First Party or in any manner interferes with the operation, maintenance, or use by First Party of its right of way, tracks, structures, pole lines, devices, facilities, or other 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

RECORDED RIGHT OF WAY NO. 271814

risk, cost, and expense, relocate, raise, alter or otherwise change its aerial wires and associated facilities in accordance with Second Party's standards of construction and maintenance on file with and approved by the Michigan Public Service Commission, or as may be required by law, to a location or locations and in a manner which, in the judgment of First Party, will enable First Party to change the grade or location of its track or tracks, to construct any additional track or tracks, to make any other additions and betterments, or to otherwise improve, change or relocate its structures, pole lines, devices or facilities as aforesaid.

4. Second Party shall and will at all times hereafter 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 construction, maintenance, existence, use, renewal or removal of said aerial wire lines 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 the 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 Fifty Dollars (\$650.00) 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 lines and associated facilities from the right of way of First Party and to restore and leave said right of way in as good condition as before the location of said aerial wire lines and associated facilities. In the event Second Party shall fail so to do before the expiration of ninety (90) days after such notice of termination by either party has been given to the other party, then First Party without incurring any liability to Second Party, may perform the work of removal and restoration at the cost and expense of Second Party. Second Party shall repay to First Party all such cost and expense within thirty (30) days after bill for same has been presented to Second Party.

7. This agreement 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.

8. Agreement dated October 4, 1966 between the above parties is hereby terminated.

RECORDED RIGHT OF WAY NO. - 87181a

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By T. C. Rayburn
Assistant Vice President

APPROVED AS TO FORM
ASST. GENERAL ATTORNEY

J.T.C.

THE DETROIT EDISON COMPANY

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

J. W. Gamble

APPROVED AS TO FORM
LAW DEPARTMENT
Am. Home 2/27/72

Approved as to
Engineering
Features
JW
Division Engr.

KWB

Approved as to
Operating
Features
WJ
Gen. Mgr.

187-3-629 IF/37

RECORDED RIGHT OF WAY NO. 271814