

CORPORATE REAL ESTATE SERVICES

RR Project No.: BT1394
Job Project No.: PX2601
Project Name: Avoca/Brown City RR Spur
Identification: RX4271

Date: April 24, 1991
To: Ava Thrower
Records Center
From: Thomas Wilson *TW*
Subject: Additional Papers for Records Center File

Attached is an Assignment of Agreements which assigns an existing license agreement to Detroit Edison, as part of a land purchase from CSX Transportation.

The agreement in this record center file is no longer required.

CSX Transportation invoice No. L17415, provided rights of way to Detroit Edison. The purchase of the CSX Transportation land by Edison, has eliminated the need for rights of way.

Please incorporate these papers into Records Center File No. 29219.

Approved:

Barbara A. Fulton

Barbara A. Fulton
Supervisor, Corporate Real Estate Services

attachments

Serving Customers

We're all a part of it!

RECORDED RIGHT OF WAY NO. 29219

ASSIGNMENT OF AGREEMENTS

FOR VALUE RECEIVED, CSX TRANSPORTATION, INC., a Virginia corporation, hereinafter referred to as "Assignor", whose mailing address is 500 Water Street, Jacksonville, Florida, 32202, hereby assigns, transfers and sets over unto DETROIT EDISON COMPANY, a Michigan corporation, hereinafter referred to as "Assignee", whose mailing address is 2000 Second Avenue, Detroit, Michigan 48226, all of Assignor's right, title and interest in and to the agreements listed and described on Exhibit "A" attached hereto (the "Listed Agreements").

Assignor represents that the Listed Agreements are all of the agreements Assignor has been able to identify that affect those portions of the land and/or line of railroad between Brown City, Michigan and Avoca, Michigan, which Assignor sold to Assignee and conveyed by deed dated December 18, 1990.

If Assignor subsequently discovers or otherwise learns of any agreement(s) omitted from this Assignment, Assignor will assign and forward said agreement(s) to Assignee.

With respect to any Sidetrack Agreement(s) assigned hereby which contain advance and refund provisions, Assignor hereby retains (a) all unrefunded construction advances, and (b) all liability for and duty to account to the shipper(s) required under said advance and refund provisions, based on said shipper's furnishing to Assignor the required information regarding said shipper's traffic. Upon satisfaction of the aforesaid refund provisions, Assignor shall be entitled to retain any such deposited funds not required to be paid to the shipper(s) thereunder. Assignor shall defend, indemnify and hold Assignee harmless from shipper claims under such advance and refund provisions. Assignee shall cooperate fully with Assignor in any required audit of such advance and refund accounts.

Assignee hereby acknowledges receipt from Assignor of each of the Listed Agreements, accepts the foregoing assignment, and in consideration therefor assumes and agrees to be bound by, carry out, perform, observe and abide by all the terms, conditions and obligations of said Listed Agreements. However, Assignee shall have no obligation or liability for any claim or cause of action involving the Listed Agreements that occurred prior to March 21, 1991 (the "Effective Date"); and Assignor shall have no obligation or liability for any claim

RECORDED RIGHT OF WAY NO.

29219

or cause of action involving the Listed Agreements that occurs on or after said Effective Date.

Assignee hereby agrees to extend notice of this Assignment to the Lessee/Licensee, etc., named in each Listed Agreement within thirty (30) days of this Assignment of Agreements.

The obligations imposed upon the parties to this Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

The parties hereto further agree that this Assignment of Agreements is not to be recorded.

IN WITNESS WHEREOF the parties hereto have executed this Assignment of Agreements this 21st day of March, 1991.

Witnesses for Assignor:

Cecille D. Poole
Wm. A. Bonner

CSX TRANSPORTATION, INC.:

By James T. Derwin
CSX Rail Transport

Witnesses for Assignee:

James Wilson

DETROIT EDISON COMPANY:

By Paul W. Patten

RECORDED RIGHT OF WAY NO. 69219

EXHIBIT "A"

CONTRACT NO.	FILE NO.	DATE	LESSEE	LOCATION	PURPOSE
PM L-10423	A-289-1	01-01-36	Avoca Elevator Co.	Avoca, MI	Land Lease
	58856	03-28-74	Bachtel Corp.	Avoca, MI	Sidetrack
PM L-15963	50893	11-10-66	Borden Co.	Avoca, MI	Land Lease
PM L-20737		03-01-86	Country Mark, Inc.	Yale, MI	Land Lease
PM L-17856		11-01-75	Cramer Gas & Oil, Inc.	Yale, MI	Land Lease
	55111	10-23-69	Detroit, City of	Avoca, MI	Water Line
	D-4238	01-18-38	Detroit Edison Co.	Melvin, MI	Power Line
	D4-410	05-21-52	Detroit Edison Co.	Brockway, MI	Power Line
	58122	06-05-73	Detroit Edison Co.	Yale, MI	Power Line
	23292	07-15-27	Detroit Edison Co.	Yale, MI	Power Line
	D-4-487	10-29-56	Detroit Edison Co.	Melvin, MI	Power Line
	D4-259	11-19-40	Detroit Edison Co.	Valley Center, MI	Encroachment
PM L-4220	D-4-222	11-19-23	Detroit Edison Co.	Melvin, MI	Power Line
PM L-17127		06-05-73	Detroit Edison Co.	Yale, MI	Power Line
PM L-17415	59000	04-02-74	Detroit Edison Co.	Avoca, MI	Power Line
PM L-18848	D-4-564	11-05-62	Detroit Edison Co.	Yale, MI	Power Line
PM L-19613	48279	09-26-63	Detroit Edison Co.	Yale, MI	Power Line
PM L-15699		10-01-64	McNamara, T. R.	Spaker, MI	Oil Lease
	58275	08-13-73	Michigan DOT	Kenockee, MI	Signals Kilgore Rd.
	58402	09-24-73	Michigan DOT	Kenockee, MI	Signal Order Kilgore Rd.
PM L-19162	Y36-2	03-02-56	Michigan DOT	Avoca, MI	Signals M-136
PM L-15065		05-05-60	Panhandle Eastern Pipeline Co.	Kenockee, MI	Oil Lease
	8508	01-10-03	Richmond Elevator Co.	Valley Centre, MI	Sidetrack
	21313	08-16-24	Roach, W. R., & Co.	Yale, MI	Pipeline
	49489	07-06-63	Santilac-St. Clair Inter-County	Yale, MI	Drainage
PM L-40173	S-1236-2	12-28-62	Southeastern Michigan Gas Co.	Brockway, MI	Gas Line
	D-594-1	01-18-55	St. Clair, County of	Greenwood, MI	Drainage
	D-203-6	06-29-48	St. Clair, County of	Brockway, MI	Drainage
	22024	08-31-25	Star Oil Co.	Avoca, MI	Unloading Rack
PM L-15800	49487	07-02-65	Yale AGW Drive In	Yale, MI	Land Lease
	26111	07-07-31	Yale, City of	Yale, MI	Signals M-19

AVOCAPIL
October 12, 1990

RECORDED RIGHT OF WAY NO.

29219

CONTRACT NO.	FILE NO.	DATE	LESSEE	LOCATION	PURPOSE
PM L-18861	28138	03-02-56	Yale, City of	Yale, MI	Signals North St.
PM L-19990	4350	01-02-35	Yale, City of	Yale, MI	Sever Line
	29864	05-28-02	Yale Corning Co.	Yale, MI	Drain
	9321	04-13-38	Yale Rubber Manufacturing Co.	Yale, MI	Sidetrack
	31361	03-19-1894	Yale, Village of	Yale, MI	Sidewalk
		01-20-41	Yale Woolen Mills	Yale, MI	Unloading Pit

AVOCAPIL
October 12, 1990

RECORDED RIGHT OF WAY NO. 29219

RECEIVED

JUN 24 1974

R/E & R/W DEPT:

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

Railroad Wire-Crossing Permit No. ED2-8-7355

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:

Township of
Greenwood

County of
St. Clair

State of
Michigan

Crossing of one (1) 765 KV, 60 Hz, 3 phase, 3 wire, transmission circuit, to be operated at 345 KV on one single circuit steel tower line, known as the Greenwood-Saratoga Line, with two (2) shield wires, located on Detroit Edison Greenwood Energy Center property at a point 1100' northeast of the main line of C & O Railroad and 1297' north of Metcalf Road, in SW $\frac{1}{4}$ of Section 33, T8N, R15E
12 - 1431 MCM 45/7 ACSR phase conductors
4 conductors bundled per phase
2 - 159 MCM 12/7 ACSR shield wires

Per RX-4272

Chesapeake

PROPOSED TITLE OF BILL NO. 29219

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: June 18, 1974

Earl B. Klomprens

Its Secretary

William G. Rosenberg
Chairman

Lenton G. Sculthorp
Commissioner

William R. Ralls
Commissioner

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. ED2-8-7355

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 eighteenth day of June in the year of our Lord one thousand nine hundred seventy-four

Earl B. Klomparens
Secretary

RECORDED DEPT. OF TRANSPORTATION NO. 29219

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226
February 19, 1974

Michigan Public Service Commission
Lansing 13, Michigan

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 Section 33, Greenwood Township, St. Clair County, Michigan.

Crossing No. 2

One 765,000-volt transmission circuit with two shield wires located over a railroad siding from the C & O Railroad on Detroit Edison Greenwood Energy Center property at a point 1100 feet Northeast of the main line of the C & O R.R., 1297 feet North of Matcalf Road.

V.S. 11+00 Betchel Spur

NOTE: Crossing No. 1 is shown on RX-4271

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 2-12-74 R.R. File 131-4-12982
- 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. _____ dated _____
- This is a new crossing.

HB:dmd

Reference number of construction drawing is RX-4272

Yours very truly,

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

Permit No. ED2-8-7355

Date 6-18-74

By MPSC

Check in circle indicates statement applicable.

29219

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

RECEIVED

TO: FEB 19 1974

February 5, 1974 Station: 11+00

R/E & R/W DEPT:
Mr. J. W. Brent, Chief Engineer
Chesapeake and Ohio Railway Company
P. O. Box 1800
Huntington, West Virginia 25718

Location: Bechtel Spur
Sub-Division: Port Huron
Division: Saginaw
M.P.S.C. Hearing Waived 2-12-74

The Chesapeake and Ohio Railway Company

J. W. Brent
Chief Engineer

Proposed Overhead Wire Crossing:

Your File _____
C. & O. File 131-4-12982

One 765,000-volt transmission circuit with two shield wires. (Crossing No. 2)

Specific Location

Over a railroad siding from the C & O R.R. on Detroit Edison Greenwood Energy Center property at a point 1100 feet Northeast of the main line of the C & O R.R., 1297 feet North of Metcalf Road.

R. R. Valuation Station _____ R. R. Mile Post _____

City/Village _____ Township Greenwood, Section 33

County St. Clair Detroit Edison Plan Attached RX-4272

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

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

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.

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

HB:dd

629219

DATA SHEET TO ACCOMPANY DRAWING RX 4272

January 11, 1974

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JAN 24 1974

JHE
R/E & R/W DEPT

Name of Company

The Detroit Edison Company

Name and Location of Crossing

CROSSING #2 - Crossing of the Greenwood-Saratoga 765 kV transmission line (temporarily operated at 345 kV) over a railroad siding from the Chesapeake and Ohio Railroad at a point approximately 1100 feet Northeast of the main line of the C. & O. R.R. in Section 33, Greenwood Township, St. Clair County. *1297 FT 7 inch of Metcalf Road*
IN DET EDISON GREENWOOD ENERGY CENTER PROPERTY
(NOTE: CROSSING #1 SHOWN ON RX 4271)

Circuits

1-765 kV, 60 Hertz, 12-wire, 3 phase transmission circuit with 2-shield wires.

Towers and Crossarms

As per attached drawing 7A and 7B.

Conductors

4-1431 kcmil ACSR $\frac{45}{7}$ conductors per phase with 18 inch spacing and 2-159 kcmil ACSR $\frac{12}{7}$ shield wires.

Insulators

32-5 and 3/4 inch x 10 inch - 40 kip M&E rating - ANSI Class 52-8 suspension insulators.

Guy and Guy Attachment

None

Guy Clamps and Insulators

None

Guy Anchor and Anchor Rods

None

Suspension and Deadend Details

As per attached drawing 7T-A5.3 Sh. 1 and Sh. 2

292/19

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STATE OF MICHIGAN

JUL 10 1974

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

R/E & R/W DEPT:

* * * * *

Railroad Wire-Crossing Permit No. ED2-8-7366

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:

Township of
Greenwood

County of
St. Clair

State of
Michigan

Crossing No. 1
Crossing of one (1) 765 KV, 60 Hz, 3 phase, 3 wire, transmission circuit, known as Greenwood-Saratoga 765 KV Transmission Line (temporarily operated at 345 KV) on a single circuit steel tower line, with two (2) ground wires, located in Detroit Edison Greenwood Energy Center property at a point 330' northwest of Metcalf Road, in SW $\frac{1}{4}$ of Section 33, T8N, R15E
12 - 1431 MCM 45/7 ACSR phase conductors
4 conductors bundled per phase wire
2 - 159 MCM 12/7 ACSR shield wires

Per Drawing RX-4271

RECORDED
INDEXED
SERIALIZED
FILED
JUL 10 1974
61219

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)

William G. Rosenberg
Chairman

Lenton G. Sculthorp
Commissioner

William R. Ralls
Commissioner

DATED: July 3, 1974

Earl B. Klomparens
Its Secretary

STATE OF MICHIGAN
Office of the Michigan Public Service Commission

SS.

I, Earl B. Klomprens, Secretary of the Michigan Public Service Commission Do Hereby Certify,
That I have compared the annexed copy of Railroad Wire Crossing Permit No. ED2-8-7366

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 third day of July in the year of our Lord one thousand nine hundred seventy-four

Earl B. Klomprens
Secretary

RECORDED
INDEXED
FILED
MICHIGAN
WAY NO. 20219

INTERDEPARTMENT CORRESPONDENCE

May 16, 1974

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company

R.R. File 131-4-13008

Facilities Covered:

Crossing No. 1

One 765,000-volt Transmission Circuit with Two Shield Wires.

Specific Location:

Over Railroad main line right of way across Detroit Edison Greenwood Energy Center property at a point 330 feet Northwest of Metcalf Road.

R. R. Valuation Station 3690+19 Mile Post 72+497

City/Village _____ Township Greenwood, SW 1/4 Section 33

County St. Clair Detroit Edison Plan No. RX-4271

Agreement ~~Permit~~ Date April 2, 1974 R. R. Plan No. Used DE Plan

Preparation Fee \$100.00 Annual Rental \$250.00

Supersedes and Cancels Agreement dated _____

Attached Agreement 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.

RECORDED RIGHT OF WAY NO. 59219

RECEIVED
<i>[Signature]</i>
HLB
Att.

RECORDS CENTER	
RECEIVED MAY 29 '74	
TICKLER MADE	
CLASSIFIED	
Recorded Right of Way	
#29219	

[Handwritten: Dec. 33 50/44]

[Signature: Hazel B. Brandon] 7/9/74

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

Engineering Department

Chessie System

Operating Headquarters Building
P. O. Box 1800
Huntington, W. Va. 25718

May 10, 1974
File: 131-4-13008 IF/37

Mr. W. C. Arnold
Director Real Estate and Rights of Way Department
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

RECEIVED

MAY 16 1974

Dear Mr. Arnold:

E/E & R/W DEPT.

This refers to your letter of April 17, File Plan RX-4271, re-
turning proposed agreement dated April 2, 1974, covering an aerial power
line crossing our tracks and right of way at Station 3690 plus 19 on our
Port Huron Subdivision, Saginaw Division, near Avoca, St. Clair County,
Michigan.

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

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY



J. W. Brent
Chief Engineer

RECORDED RIGHTS OF WAY NO. 29219



THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

April 17, 1974

Railroad File No. 131-4-13008

**Mr. J. W. Brent, Chief Engineer
The Chesapeake and Ohio Railway Company
P. O. Box 1800
Huntington, West Virginia 25718**

Dear Mr. Brent:

Agreement

We are returning ~~agreement/permit~~ **agreement**, in duplicate, covering our facilities over your tracks and/or right of way as shown on our Plan RX-4271, and located as follows:

Over main line across Detroit Edison Greenwood Energy Center property at a point 330 feet Northwest of Metcalf Road.

R.R. V.S. 3690+19 M.P. 72+497

City/Village _____ Township, Greenwood, SW 1/4 Sec 33

County St. Clair. The agreement/~~permit~~ has been signed for our Company.

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

Yours very truly,



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

**HLB
Att.**

RECORDED FROM DEPT. OF HIGHWAY NO. 29219

Engineering Department

RECEIVED

APR

R/E & R/W DEPT



Operating Headquarters Building
P. O. Box 1800
Huntington, W. Va. 25718

April 4, 1974
File: 131-4-13008 IF/37

Mr. W. C. Arnold
Director, Real Estate and Rights of Way Department
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Arnold:

This refers to your letter of March 1, 1974, submitting Plan RX-4271, covering a proposed power line crossing our tracks and Right of Way at Station 3690 plus 19 on our Port Huron Subdivision, Saginaw 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 C. A. Persinger, Saginaw, Michigan.

Will you please have the name of official signing for your Company typed or stamped under his signature and initial Section 11 which has been inserted.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

J. W. Brent
Chief Engineer

Handwritten notes:
To Mr. Arnold
4-11-74
J. W. Brent
4-17-74

Handwritten notes:
Rental \$250 for 765 KV
\$150 for 345 KV

RECORDED COPY OF THIS NO. 29219



THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

April 4, 1974

Michigan Public Service Commission
Lansing 13, Michigan

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 Greenwood Township (SW 1/4 of Section 33, St. Clair County, Michigan.**

Crossing No. 1

One 765,000-volt transmission circuit with two shield wires located over main line across Detroit Edison Greenwood Energy Center property at a point 330 feet Northwest of Matcalf Road.

NOTE: Crossing No. 2 shown on RX-4272.

V.S. 3690+19 M.P. 72+497

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 4-2-74
R.R. File 131-4-13008
- 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. _____ dated _____
- This is a new crossing.

HB:dmd

Reference number of construction drawing is RX- 4271

Yours very truly,

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

Permit No. ED2-8-7366
Date July 3, 1974
By MPSC

Check in circle indicates statement applicable.

Three days' advance notice, in writing, of the start of construction shall be submitted to Supt. C. A. Persinger, Saginaw, Mich.

29219

Record Center 59000

PM 2-17415

C&O FORM Y-20
Rev. 8-64
Made in U. S. A.

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this 2nd day of April, 19 74, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter called "Railway", and THE DETROIT EDISON COMPANY, a Michigan and New York Corporation

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

WITNESSETH THAT:

WHEREAS, Licensee desires to construct, operate and maintain a wire and/or cable line over and across the right of way, tracks and wires of Railway, consisting of two (2) 159 KCMIL ACSR 12/7 shield wires and four (4) 1431 KCMIL ACSR 45/7, 765KV Wires (Crossing No. 1)

at a point located at Station 3690 plus 19

Mile Post 72 plus 497 Feet, Port Huron

Subdivision, Saginaw Division, at or near Avoca

County of St. Clair, State of Michigan; said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in accordance with attached "Licensee's Drawing RX-4271, dated January 11, 1974"

marked for identification "Exhibit A" - - - - -

which are made a part of this agreement and

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

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

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

1. Railway hereby licenses and permits Licensee, at its sole risk, cost and expense, to construct, operate, maintain and renew said Crossing across the right of way, tracks, wires and any other facilities of Railway

and of any other person, firm, corporation or association which now or may hereafter have any such facilities on Railway's right of way at or in the vicinity

RECORDED RIGHT OF WAY NO. 26219

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

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

3. Licensee shall construct, operate, maintain and renew said Crossing in accordance with said

Exhibit A and standards of Construction on file with and approved by The Michigan

Public Service Commission.

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

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

5. If, in the judgment of Railway, the operation, existence or maintenance of said Crossing shall at any time cause interference, including but not limited to physical interference, interference from electromagnetic induction, from electrostatic induction, or from stray or other currents, with OTHER FACILITIES, or shall, in any manner, interfere with the operation, maintenance or use by Railway of its right of way, tracks, structures, pole lines, devices, other property or any appurtenances thereto, then and in any such event, Licensee, upon receipt of written notice from Railway of any such interference, shall promptly, at its own risk, cost and expense, make such changes in its Crossing as, in the judgment of Railway, may be required to eliminate all such interference.

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

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

8. Licensee shall and will at all times hereafter release Railway from, and indemnify and save harmless Railway from and against any and all liability, claims, demands, loss, detriments, costs, damages, charges or expenses which Railway may incur, suffer, sustain, be put to, or be in any way subjected to, on account of injury to or death of any persons and loss or destruction of or damage to any property, including but not limited to, OTHER FACILITIES, caused by, resulting from, arising out of, or in any manner connected with the negligence of Licensee in the construction, installation, maintenance, existence, use, renewal or removal of said Crossing.

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

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

~~11. Licensee shall pay to Railway the sum of \$_____ Dollars (\$_____) toward the cost of preparation of this agreement and execution, and shall pay to Railway the sum of \$_____ Dollars (\$_____) on the execution of this agreement, to the extent paid or pending hereunder.~~

~~Licensee shall pay to Railway upon the execution of this agreement a license fee of One Hundred Dollars (\$100.00) toward the cost of preparation of this agreement and supervision expense. Licensee shall also pay to Railway as a rental charge for the use of its premises the sum of Two Hundred Fifty Dollars (\$250.00) per annum in advance for each and every year or fraction thereof which this agreement shall remain in force and effect.~~

11. Licensee shall pay to Railway upon the execution of this agreement a license fee of One Hundred Dollars (\$100.00) toward the cost of preparation of this agreement and supervision expense. Licensee shall also pay to Railway as a rental charge for the use of its premises the sum of Two Hundred Fifty Dollars (\$250.00) per annum in advance for each and every year or fraction thereof which this agreement shall remain in force and effect.

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

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

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

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

Approved as to form:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *J. Beasly*
General Manager

JRP
RKP, D.E. APPROVED

E. Persinger
Superintendent

THE DETROIT EDISON COMPANY
Licensee

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

APPROVED AS TO FORM 4-11-74 DATE
LEGAL DEPARTMENT *Deagan*

131-4-13008 IP/37 *J. Brandon*

(title)

RECORDED RIGHT OF WAY NO.

24219

RECEIVED THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

APR 4 1974

DETROIT, MICHIGAN 48226

3690+19

TO:

R/E & R/W DEPT:

March 1, 1974

Location: Mile Post 72+497'

Sub-Division: Port Huron

Division: Saginaw

P.S.C. Hearing Waived 4-2-74

Chesapeake and Ohio Railway Company

Mr. J. W. Brent, Chief Engineer
Chesapeake and Ohio Railway Company
P. O. Box 1800
Huntington, West Virginia 25718

J. W. Brent
Chief Engineer-System

Proposed Overhead Wire Crossing:

Your File _____

C. & O. File 131-4-13008

One 765,000-volt transmission circuit with two shield wires. (Crossing No. 1)

NOTE: Crossing No. 2 shown on RX-4272.

Specific Location

Over main line across Detroit Edison Greenwood Energy Center property
at a point 330 feet Northwest of Metcalf Road.

R. R. Valuation Station _____ R. R. Mile Post _____

City Village _____ Township Greenwood, SW 1/4 of Sec. 33

County St. Clair Detroit Edison Plan Attached RX-4271

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

Does this Agreement Incorporation of any Date _____ (R. R. Plan) _____

Block 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. Brantner
W. C. Arnold, Director
Real Estate and Rights of Way Department

HB:dmd

PROPOSED RIGHT OF WAY NO. 36919

DATA SHEET TO ACCOMPANY DRAWING RX 4271

January 11, 1974

RECEIVED

JAN 24 1974

R/E & R/W DEPT:

Name of Company

The Detroit Edison Company

Name and Location of Crossing

CROSSING #1 Crossing of the Greenwood-Saratoga 765 kV transmission line (temporarily operated at 345 kV) over the Chesapeake and Ohio Railroad, at a point 330 feet Northwest of Metcalf Road (in Section 33, Greenwood Township, St. Clair County and 497 feet Southeast of Mile Post No. 72. (NOTE: CROSSING No 2 SHOWN ON RX 4272)

Circuits

1-765 kV, 60 Hertz, 12-wire, 3 phase transmission circuit with 2-shield wires.

Towers and Crossarms

As per attached drawing 7A and 7B.

Conductors

4-1431 kcmil ACSR $\frac{45}{7}$ conductors per phase with 18 inch spacing and 2-159 kcmil ACSR $\frac{12}{7}$ shield wires.

Insulators

32-5 and 3/4 inch x 10 inch - 40 kip M&E rating- ANSI Class 52-8 suspension insulators.

Guy and Guy Attachment

None

Guy Clamps and Insulators

None

Guy Anchor and Anchor Rods

None

Suspension and Deadend Details

As per attached drawing 7T-A5.3 Sh. 1 and Sh. 2

Main line across DET. Ed. Greenwood Energy Center Property

measured along the track) see SW 1/4

RECORDED HEIGHT OF PAV NO. 29219

SAG AND TENSION CALCULATION BY NEW ALCOA PROGRAM
 1431 KCHIL 45/7 ACSR
 DECO 056-411-061 C. WAITS 07-24-73

RATED TENSILE STRENGTH 39800. LBS.
 AREA 1.2020 SQ. IN.
 DIAMETER 1.4270 IN.

STRESS-STRAIN CHART NO. R45/7

SPAN LENGTH = 1150.0 FEET

CASE DESCRIPTION	LOADING CONDITIONS				TENSIONS			LIMITS	
	TEMP. F	ICE IN.	WIND PSF	RESULTANT LB/FT	SAG FT.	AVERAGE LBS	MID LBS	SUPPORT TENSION LBS	SAG FT
HEAVY LOADING 6THED	0.00	0.50	4.00	3.2357	(I) 38.44 (F) 40.06	14000.* 13441.	13938. 13376.	14062. 13506.	
1/2 INCH ICE	0.0	0.50	0.0	2.8116	(I) 37.23 (F) 39.21	12557. 11928.	12505. 11873.	12610. 11983.	
BARE	-20.00	0.0	0.0	1.6130	(I) 31.99 (F) 35.11	8372. 7634.	8347. 7605.	8398. 7662.	
BARE	0.0	0.0	0.0	1.6130	(I) 33.38 (F) 36.53	8026. 7340.	7999. 7311.	8053. 7369.	
BARE	30.00	0.0	0.0	1.6130	(I) 35.42 (F) 38.59	7567. 6952.	7539. 6921.	7596. 6983.	
CREEP CHECK	60.00	0.0	0.0	1.6130	(I) 37.40 (F) 40.58	7171. 6616.	7141. 6583.	7201. 6648.	
BARE	90.00	0.0	0.0	1.6130	(I) 39.32 (F) 42.50	6825. 6321.	6794. 6287.	6857. 6355.	
BARE	120.00	0.0	0.0	1.6130	(I) 41.17 (F) 44.35	6522. 6061.	6488. 6025.	6555. 6097.	
BARE	176.00	0.0	0.0	1.6130	(I) 44.48 (F) 47.65	6044. 5648.	6008. 5610.	6080. 5686.	
BARE	257.00	0.0	0.0	1.6130	(I) 48.93 (F) 52.11	5503. 5174.	5464. 5132.	5543. 5216.	

29219
 ON 4/24/80
 PHOTOGRAPHED BY

NORTH ARROW

GREENWOOD - SARATOGA * 765 KV LINE

TWR. #13705
TA+25/B.E.+25'
STA. 101+50

TWR. #13706
TB+50/B.E.+15'
STA. 113+50

TWR. #13707
TA+25/B.E.+35'
STA. 124+50
0°-02' R_T

TWR. #13708
TA+25/B.E.+20'
STA. 134+70
0°-21' R_T

PLAN VIEW
SCALE: 1"=100'

497' CROSSING #1 SHOWN ON
M.P. 72
MAIN LINE C.F.O. RR.

APPROX. 1100'
CROSSING #2
C.F.O. RR.

1200' SPAN

1150' SPAN

SUSP. TWR. #13705

SUSP. TWR. #13706

SUSP. TWR. #13707

SUSP. TWR. #13708

4-1431 ACMIL ACSR 45 CONDUCTORS
PER PHASE 18' SPACING - 12 TOTAL
14,000# HLT
1150' RULING SPAN

2-159 ACMIL ACSR 1/2 SHIELD WIRES

60° INITIAL SAG = 34.22'
60° FINAL SAG = 37.13'

EL. 770.5

EL. 769'

EL. 774'

EL. 770.5'

EL. 776'

493'

607'

1150'
JAN 1 1974

ELEVATION VIEW
SCALE: HOR. 1"=100'
VERT. 1"=20'

TRACKS 77.2'

RECORDED RIGHT OF WAY 29219

* TEMPORARY OPERATION AT 345 KV

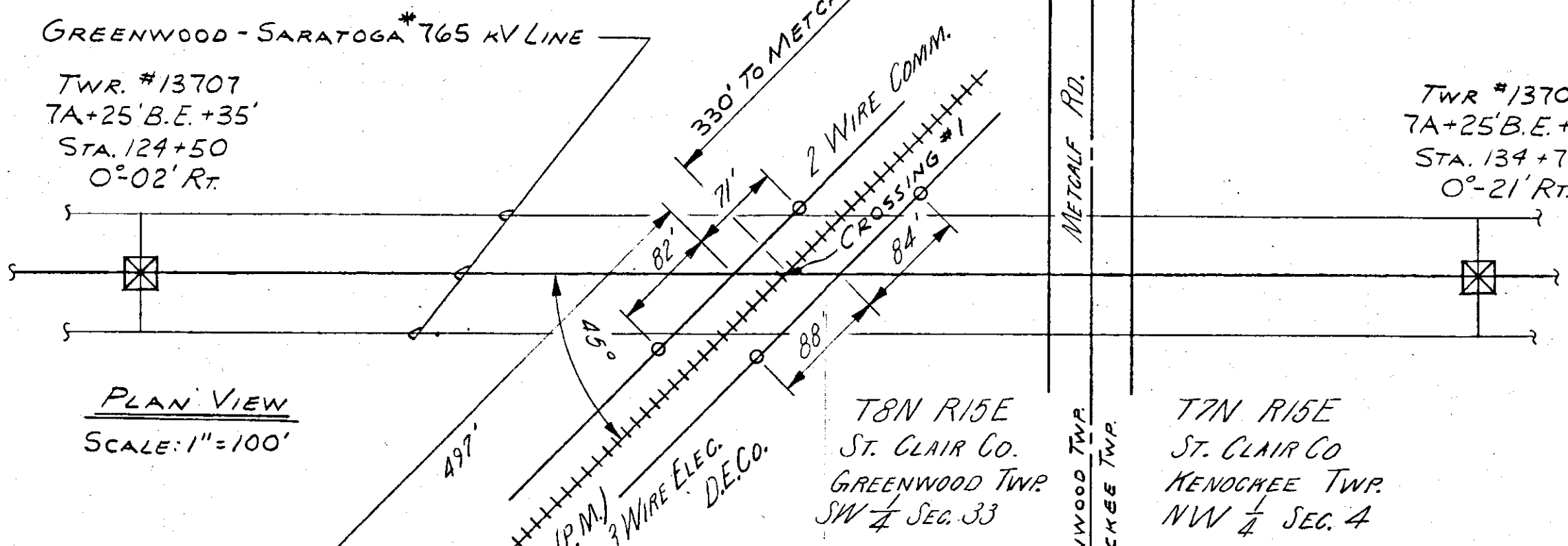
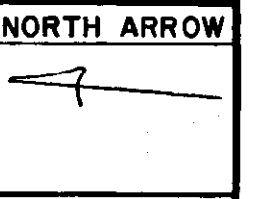
PREPARED UNDER RESPONSIBLE SUPERVISION OF
R.J. BROAD, P.E.
AT OFFICES OF
COMMONWEALTH ASSOCIATES INC.
209 E. WASHINGTON AVE. JACKSON, MICHIGAN
APPROVED: **J.H.R.** DATE: 12/14/73

CITY St. Clair
COUNTY GREENWOOD
TOWNSHIP IBIN
P.C. NO. S.W. 1/4 Sec. 33

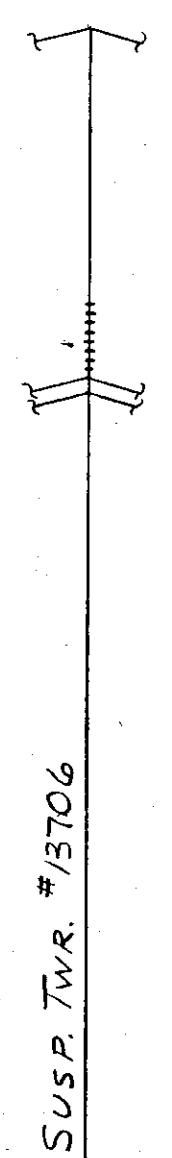
APPROVED
FOR
MICHIGAN PUBLIC SERVICE
COMMISSION
DIRECTOR OF PUBLIC UTILITIES
FILE ED2-8-7355 DATE 6-18-74

THE DETROIT EDISON COMPANY
PLAN SUBMITTED TO
MICHIGAN PUBLIC SERVICE COMMISSION
FOR 765 KV CROSSING
OVER GREENWOOD RAILROAD SPACING
DRAWN BY BL. Mc Graw-Hill DATE 1-11-74
APPROVED BY _____ DATE _____
PERMIT NO. _____

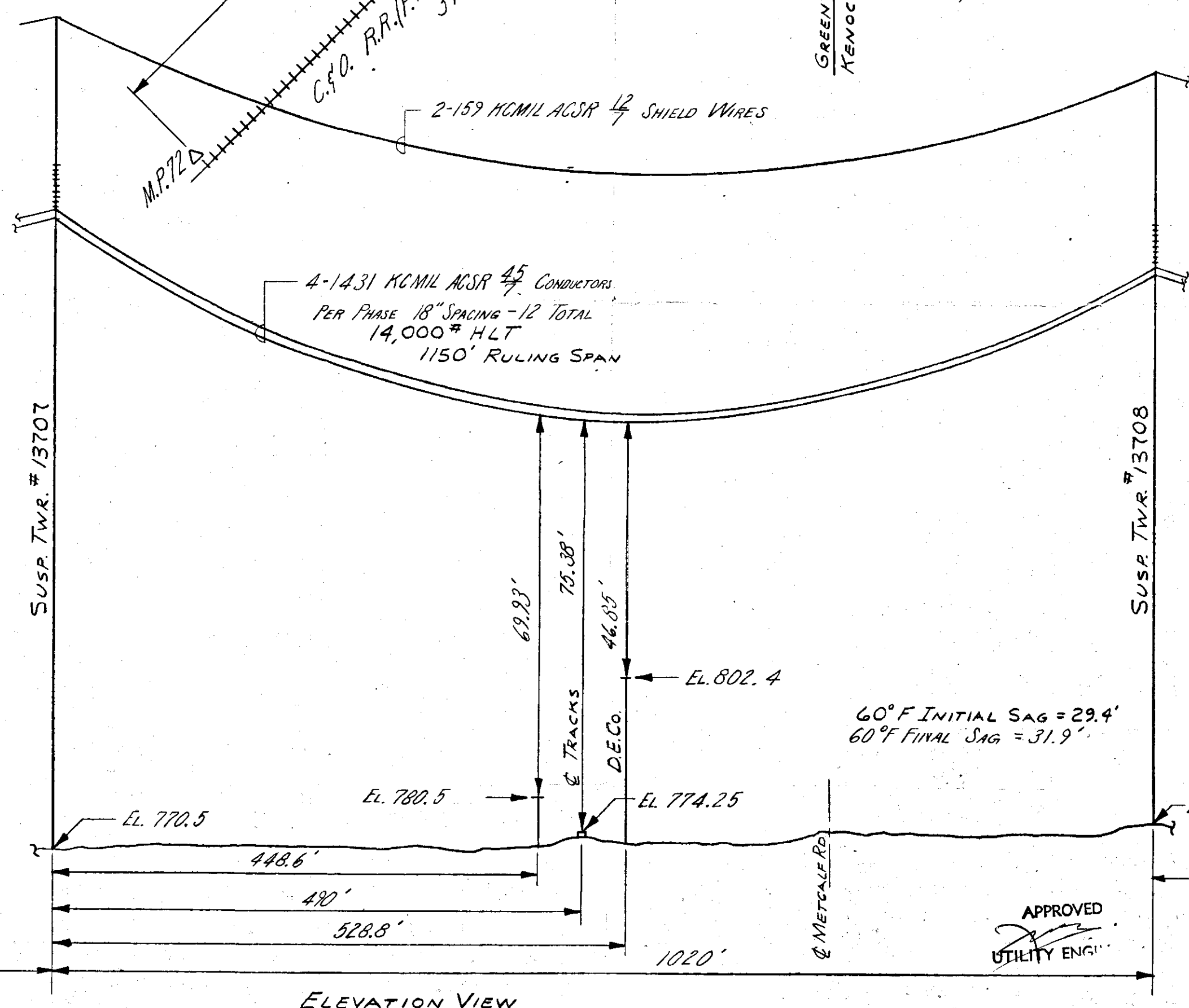
DRAWING NO. RX 4272



PLAN VIEW
SCALE: 1"=100'



1100' SPAN



ELEVATION VIEW
SCALE: HOR. 1"=100'
VERT. 1"=20'

APPROVED
UTILITY ENGR.

PREPARED UNDER RESPONSIBLE SUPERVISION OF
R.J. BROAD, P.E.
AT OFFICES OF
COMMONWEALTH ASSOCIATES INC.
209 E. WASHINGTON AVE. JACKSON, MICHIGAN
CEW J.H.R.
APPROVED *[Signature]* DATE 12/14/73

CITY _____
COUNTY St. Clair
TOWNSHIP GREENWOOD
T8N R15E
P.C. NO. S.W. 1/4 SEC. 33

THE DETROIT EDISON COMPANY	
PLAN SUBMITTED TO MICHIGAN PUBLIC SERVICE COMMISSION	
FOR <u>765 KV CROSSING</u> OVER <u>CHESAPEAKE & OHIO RAILROAD</u>	
DRAWN BY <u>BL. MCGONEGAL</u>	DATE <u>1-11-74</u>
APPROVED BY _____	DATE _____
PERMIT NO. _____	DRAWING NO. _____
ED _____	RX <u>4271</u>

* TEMPORARY OPERATION AT 345 KV

RECORDED RIGHT OF WAY NO. 29219