

# Detroit Edison



## DISTRIBUTION OPERATIONS

Location Project No.: BA3552  
Project No. BLI0101430  
OCCPT/RX No.: RX4494B  
RFW No. 342077

Date: December 8, 2001  
To: Phillip Martin, Record Center  
2310 WCB  
From: Tom Wilson, SR/WA *TW*  
Redford Service Center  
Subject: Overhead Crossing of Railroad Land

Attached are papers related to a supplemental license agreement between Detroit Edison and CSX Transportation, Inc.. CSX was notified of the proposed project in a letter dated August 3, 2001. The right of way is, in the NW ¼ of Section 15, Handy Township, Livingston County, Michigan.

This agreement was required for the revision of an overhead pole line crossing.

The agreement dated October 25, 2001, required a \$500.00 application fee (sent September 13, 2001), a \$150.00 (Risk) insurance fee, plus a one time payment of \$3,800.00 (payment sent November 15, 2001). The expense was charged against MIK Standard Activity 001230, Resource 122, Source E0352, User E0322 and Sub project E000342077.

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

The agreement dated October 25, 2001 provides a supplement to the existing license rights.

Please incorporate these papers into railroad recorded Records Center File R29710P65.

### Attachments

cc: George H. Hathaway  
Ann Meeker (560 SB)

RECORDED R/W FILE NO. 29710P65

29710p63

RECORDED R/W FILE NO.

**SUPPLEMENTAL AGREEMENT**

THIS SUPPLEMENT AGREEMENT, Made as of October 25, 2001, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and DETROIT EDISON COMPANY, a corporation of the State of Michigan, whose mailing address is 12000 Dixie Road, Redford, Michigan 48239-2453, hereinafter called "Licensee," WITNESSETH:

This Supplemental Agreement, effective October 25, 2001, will serve to amend Agreement, dated April 9, 1985, between Licensor and Licensee, covering the ownership, maintenance, use, and operation of a certain wireline facility(ies), at Fowlerville, Livingston County, Michigan, as follows:

The addition of one (1) three phase 120,000 volt electrical wireline, and to reflect the correction of the valuation stationing from 3119+88 to valuation station 3119+55, Milepost CH-63.46, as shown on attached application dated August 3, 2001, and Drawing No. RX-4494B, dated July 5, 2001, revised October 2, 2001, attached hereto and made a part hereof,

Licensee shall pay Licensor a one time nonrefundable Encroachment Inventory Fee of THREE THOUSAND EIGHT HUNDRED AND 00/100 US DOLLARS (\$3,800.00). Said payment is due upon the execution hereof.

Except as provided in this Supplemental Agreement, all other terms and conditions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate effective the day and year first above written.

CSX TRANSPORTATION, INC.:

DETROIT EDISON COMPANY

By: Karen E. Mohler (L.S.)

By: Thomas Wilson (L.S.)

Print/Type Name: Karen E. Mohler  
Director - Contract Administration

Print/Type Title: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: Thomas Wilson

Print/Type Title: Real Estate Facilitator

Tax ID Number: 38-047-8650

APPLICATION FOR WIRE OR CABLE LINE CROSSING OF PROPERTIES AND TRACK

(For RR Use) Division Detroit Subdivision Plymouth Val. Sec. (Map) 22117

Location: Val. Sta. 3119+55 Milepost CH 63.97 No. Crossings 1

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 \$500.00 should be submitted to: CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

1. Reference/File Number: RX4494B PM L30046
2. Complete Legal Name of applicant: Detroit Edison Company  
Company Contact Name: Tom Wilson Title: Real Estate Facilitator  
Telephone: (313) 235-2168 Fax: (313) 235-2213
3. Address: 12000 Dixie Road City: Redford State: MI Zip: 48239-2413
4. Type of Business: Individual, Developer, MI Municipality, X Corporation, (state in which incorporated: MI), Partnership, (type and state of Partnership)
5. Location: 2,824 feet, east (direction) from Railroad Milepost 64  
Primarily within Gregory Road ROW, 1,400' south of Grand River
- Valuation Station of Crossing if Known: \_\_\_\_\_, Val. Map No. \_\_\_\_\_
6. Town: Hamlet Flowerville County: Livingston State: MI
7. Total length within Railroad Right-of-Way \_\_\_\_\_ 8. Angle of crossing: \_\_\_\_\_
9. Number of Railroad Company's tracks to be crossed 1 Number of pole lines crossed 1
10. Type of Crossing: X Electric, \_\_\_\_\_ CATV, \_\_\_\_\_ Telephone, \_\_\_\_\_ Communications, \_\_\_\_\_ Other: (Explain) \_\_\_\_\_
11. Alternating Current, Voltage 120kV, 48kV, 138kV No. of Phases 3+3+3
12. Direct Current, Voltage \_\_\_\_\_ Amperes \_\_\_\_\_
13. Conductors: (a) Number: 9, (b) Conductor Material: \_\_\_\_\_ copper, X aluminum, \_\_\_\_\_ fiber optic
14. Will there be any empty conduits installed? N \_\_\_\_\_ Y \_\_\_\_\_ How many? \_\_\_\_\_
15. Maximum voltage 120,000 Maximum current \_\_\_\_\_
16. Maximum fault to ground current \_\_\_\_\_ Height of wire supports above ground level \_\_\_\_\_
17. Encasement Material, if applicable \_\_\_\_\_ Outside diameter: \_\_\_\_\_, Wall thickness: \_\_\_\_\_
18. Height of wires above top of rail at 60°F 35.6 Feet \_\_\_\_\_ Sag in Spans at 60°F \_\_\_\_\_
19. Height of wires above Railroad communication and signal wires at 60°F 16.6 Feet \_\_\_\_\_
20. Bury: Base of rail to top of casing \_\_\_\_\_
21. Bury: On R/W but not beneath tracks \_\_\_\_\_
22. Bury: Below ditches \_\_\_\_\_
23. Type of wire supports \_\_\_\_\_ Size \_\_\_\_\_ False dead ends \_\_\_\_\_
24. Number of poles to be located on Railroad Company's right-of-way 0
25. Distance from butt of pole to nearest rail of track: \_\_\_\_\_ feet
26. Give approximate horizontal distance from Railroad communication and signal wires: \_\_\_\_\_
27. If revision/attachments to an existing agreement, give agreement number and date: \_\_\_\_\_
28. If this is a supplement to a master (general) agreement, give agreement number and date: \_\_\_\_\_
29. If Aegis member, work to be performed by: \_\_\_\_\_ Contractor \_\_\_\_\_ Company employees
30. Will line run parallel or approximately parallel to Railroad Company's tracks anywhere? \_\_\_\_\_
31. Will line be located in public road Right-of-Way? Yes No (If "yes", show name, road number and width of Right-of-Way on print). DOT/AAR Crossing No. 234381 N
32. Number of manholes located on Railroad Right-of-Way: 0

RECORDED R/W FILE NO. 201006

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 the specifications furnished in the Wireline Application Package are to be used as a guideline only, CSXT reserves the right to approve or decline any application.

NOTE: IF THIS APPLICATION IS FOR FIBER, FORM CSXT 7454-F MUST ALSO BE COMPLETED

August 3, 2001 \_\_\_\_\_  
 Date Signature & Title of Officer Making Application  
 Type or Print: Thomas Wilson, Real Estate Facilitator (313) 235-2168  
 Name Title Telephone Number

# Detroit Edison

## Corporate Real Estate Services Railroad Encroachment Application

RECORDED R/W FILE NO. 29710965

Railroad Name <b>CSX Railroad</b>			R.F.W. Number <b>342077</b>		
Row No. (information on existing rights of way available from Record Center)		New or existing RX No. <b>RX4494B</b>		Encroachment (Length in Feet)	
Location City/Township(s) <b>Handy</b>		Town(s) <b>T-</b>	Range(s) <b>3N R- 3E</b>	Country(s) <b>Livingston</b>	1/4 Section(2) <b>N.W.</b>
Location Description of Encroachment <b>On Gregory Rd., 1400 ft. S. of Grand River</b>		Section(s) <b>15</b>			

Check appropriate box

 Crosses tracks within the public road right-of-way

 Crosses railroad land

 is longitudinally on or over railroad land.

 Provides service to the railroad

### Facility Data (also detailed on attached drawings)

Nature of required tree rights

Existing State Permit No.				Date				Railroad Mile Post (Number) <b>64</b>				Distance to Crossing Mile Post (in ft.) <b>2824</b>			
<b>Existing</b>								<b>Proposed</b>							
Type of Structure <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel								Type of Structure <input type="checkbox"/> Wood <input checked="" type="checkbox"/> Steel							
Conductors				Poles/Towers				Conductors				Poles/Towers			
Span	No/Size	Kind	Voltage	Loc.	Height	Class	Span	No/Size	Kind	Voltage	Loc.	Height	Class		
	N.A.	N.A.	N.A.				432.6'	954	ACSR	120KV	POLE 5	95'			
<b>238'</b>	477	ACSR	13.2K V	Pole B	80		432.6	477	ACSR	13.8 KV	POLE 6	110'			
<b>238'</b>	954	ACSR	40KV	Pole C	80'		432.6'	954	ACSR	40KV	Same	as	above		

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

**ESTABLISH A NEW LINE FROM COLFAX TO MADRID**

### Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60 F sag. (If different indicate on drawings) <b>35'</b>	From Top of Rail to Final Sag	<b>35.6 Ft.</b>
	From Detroit Edison wire to Railroad Communication or Signal Lines	<b>Ft.</b>

Materials and clearances shall be noted in the current revision of Detroit Edison's Overhead Lines Construction Standards Manual at Railroad Crossings. Due to field conditions actual dimensions may vary from those indicated.

Designed By <b>A. MEEKER</b>		Date <b>10-1-01</b>		Checked By <b>D. DOUBLEY</b>		Date <b>10-1-01</b>	
Company Location <b>662 G.O.</b>		Phone No. <b>235-8592</b>					

Invoice Date

Invoice Number

Gross Invoice Amount

Cash Discount

Sales Tax Exempted

Net Amount

10 25 2001 6903 164863

3950.00

.00

.00

3950.00



RECORDED R/W FILE NO. 29710965

Check No. 1000236722 U9309\*TOTAL\* Remittance from Detroit Edison. Please detach before depositing.

3950.00 DE 963-4707 4-99



Detroit Edison

The Detroit Edison Company  
2000 2nd Ave., Detroit, Michigan 48226-1279

General Account

1000236722 62 - 35  
311

The Bank of New York (Delaware)  
(Newark, Delaware)

\*\*\*\*\*3950 DOLLARS AND CENTS\*\*\*\*\*

CSX TRANSPORTATION, INC  
500 WATER STREET  
JACKSONVILLE, FL 32202

45,050.00

Authorized Agent's Signature

NOT VALID OVER \$1,000,000.00  
1 SIGNATURE REQUIRED UNDER \$1,000,000.00

Authorized Agent's Counter Signature

This check is verified through Positive Pay

1000236722 03 10035 0300950003



Detroit Edison

# Request For Check

DE 963-1800 4-97

Invoice No. 164863

RECORDED R/W FILE NO. 29710964

Pay to: (Name, Address, City, State, Zip Code)

CSX Transportation, Inc.  
500 Water Street  
Jacksonville, FL 32202

Date

10-25-2001

Requested Check Date

Payee Social Security/Tax I.D. No.

State What Payment is For (Attach copy if required by Payee)

Fee to revise Railroad Agreement L30046  
Edison Project No. BL10101430  
RFW 342977  
RX 4494A, Handy, MI  
(License fee \$3,800 & Risk fee \$150)

Contract No.

Vendor Code

U9309

Disc Code

Tax Code

Freight

Add'l Chg.

Add'l Charge Amt.

Audited By

Check (✓) for Wire Transfer

Written Amount

Three Thousand, Nine Hundred & Fifty / xx

Dollars

Total Amount

\$ 3,950.00

MIK

Bus Unit	Std Actv	Rsrc Type	Src Dept	User Dept	Sub Project	Activity Occurance	Proc	Actv Eqmt	Prod	Cust	Amount
	001230	122		E0322	E000342077						\$3950.00
											\$
											\$
											\$
											\$
											\$
											\$

Item No. Account Name (Optional)

01

02

03

04

05

Prepared By Signature

Tom Wilson

I.D. No.

40328

Ext.

52168

Approved - Request for Pick-Up (Mgt. Council)

Al Yonkman

Approved for Payment (Signature)

Dave Doubley

Print Name

For SOP

Approved Check Request (HOLD FOR PICK-UP)

Ron May (Executive Council)

Hold for Pick-Up

Internal Mail

Contact Mail to:

Tom Wilson, Redford S.C.

EXT.

52168

This Form Must Be Typed or Computer Generated

Date

Number

Amount

Discount

Exempted

Amount

5

08 03 2001 6906 164840

500.00

.00

.00

500.00

RECORDED R/W FILE NO. 29710965

Check No. 1000224429 <sup>U9309\*</sup>TOTAL\* Remittance from Detroit Edison. Please detach before depositing.

500.00 DE 963-4707 4-99

Detroit Edison



The Detroit Edison Company  
2000 2nd Ave., Detroit, Michigan 48226-1279

General Account

1000224429 62-35  
311

The Bank of New York (Delaware)  
(Newark, Delaware)

\*\*\*\*\*500.00 DOLLARS & 00/100 CENTS\*\*\*\*\*

09/13/2001

687240

500.00

Pay to the order of

CSX TRANSPORTATION, INC  
500 WATER STREET  
JACKSONVILLE, FL 32202

This check is verified through Positive Pay

*[Signature]*  
Authorized Agent's Signature

NOT VALID OVER \$1,000,000.00  
1 SIGNATURE REQUIRED UNDER \$1,000,000.00

Authorized Agent's Counter Signature

⑆ 1000 2244 29 ⑆ ⑆ 03 1 10035 1 ⑆ ⑆ 030095000 3 ⑆



**Detroit Edison**

**Request For Check**

DE 963-1800 4-97

Invoice No. **164840**

RECORDED R/W FILE NO 29710 P65

Pay to: (Name, Address, City, State, Zip Code)

CSX Transportation, Inc.  
500 Water Street  
Jacksonville, FL 32202

Date **8-3-01**

Requested Check Date

Payee Social Security/Tax I.D. No.

State What Payment is For (Attach copy if required by Payee)

Contract No.

Vendor Code

**49309**

Disc Code

Tax Code

Freight

Add'l Chg.

Add'l Charge Amt.

Audited By

Fee to revise Railroad Agreement L30046  
Edison Project No. BLI0101430  
RFW 342077  
RX 4494A

**Handy Livonia, MI**  
(\$500 application fee.)

Check  for Wire Transfer

Written Amount

**Five hundred & 00/100**

Dollars

Total Amount  
**\$ 500.00**

MIK											Amount
Bus Unit	Std Actv	Rsrc Type	Src Dept	User Dept	Sub Project	Activity Occurance	Proc	Actv Eqmt	Prod	Cust	
	001230	122		E0322	E000342077						\$500.00
											\$
											\$
											\$
											\$
											\$

Item No. Account Name (Optional)

01

02

03

04

05

Prepared By Signature **Tom Wilson**

I.D. No 40328 Ext 52168

Approved - Request for Pick-Up (Mgt. Council) **Al Yonkman**

X *Tom Wilson*

X *Al Yonkman*

Approved for Payment (Signature) **Dave Doubley**

X *David Doubley*

Print Name

For SOP

Approved Check Request (HOLD FOR PICK-UP) **Ron May (Executive Council)**

*Ron May*

**Hold for Pick-Up**

Contact Mail to:  
**Tom Wilson, Redford S.C.**

EXT.

**52168**



**Detroit Edison**

**ENERGY DELIVERY**



August 3, 2001

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

Re: Wire Crossing Notification

Dear Mr. Myers:

This letter is your notice of the planned reconstruction of overhead line facilities, crossing over your railroad tracks, within the 9 Mile Road right of way area, by the Detroit Edison Company, in the SW ¼ of Section 26, City of Northville, Novi Township, Oakland County, Michigan, as described on the enclosed drawings and information forms.

1. Location: In Gregory Road and a small area just north of the north right of way line of Gregory Road, east of the CSX tracks, approximately 1,400 feet south of Grand River Road.
2. Detroit Edison Project and Crossing Nos.: BA3552, RX4494B.
3. This is maintenance of an existing crossing (add 3 120kv conductors) (Previous CSX Permit No. L30046 /Date: April 9, 1985. Information on this crossing is retained in Edison ROW File No. R29710P65. A check for your Processing fee of \$500, is enclosed.
4. Please indicate your:
  - R.R. Valuation Station No. 3119 + 2288
  - 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.

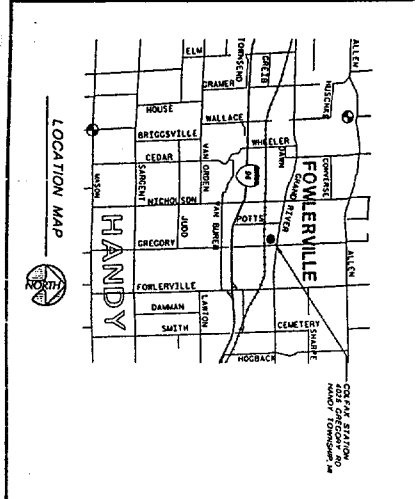
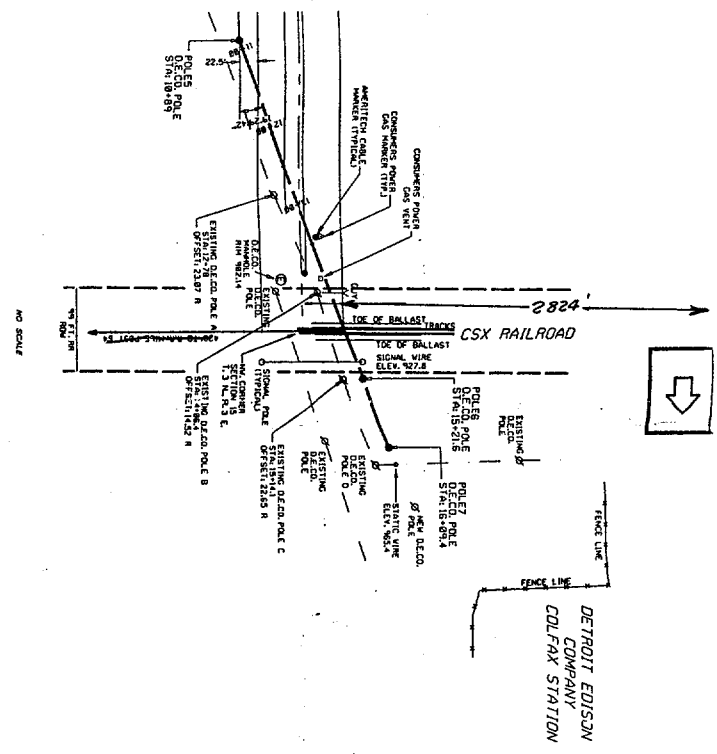
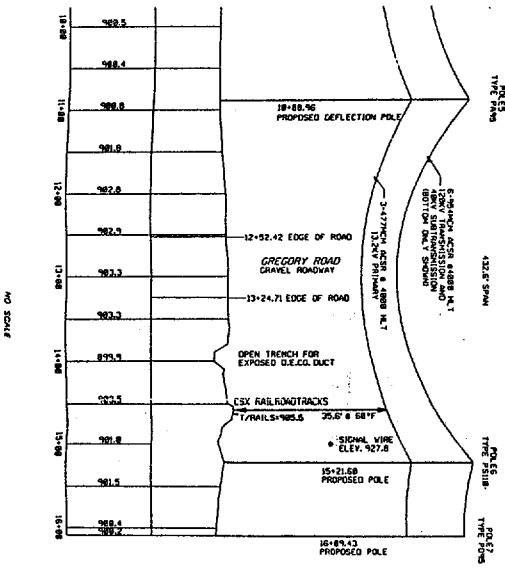
Sincerely,

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

cc: Ann Meeker (662 GO)  
Attachments

RECORDED R/W FILE NO. 29710P65

ARCHITECTURAL/CIVIL/TOWERS  
 /S:157/27/02 S. V. /29.3.27  
 28 March 1111 11:11 AM /S:157/27/02 S. V. /29.3.27



THE DETROIT EDISON COMPANY	
SPE - ARCHITECTURAL/CIVIL/TOWERS	
RAILROAD CROSSING PLAN	
CXS TRANSPORTATION RAILLWAY	LIVINGSTON CO.
HANDY	
120,000 VOLTS	
D. DOUBLET	7-5-01
A. W. K. S. J. S. J.	RX-4494R

RECORDED R/W FILE NO. 2971065

CORPORATE REAL ESTATE SERVICES

Project No.: BLI9900187  
Job No.: BA3552  
RFW No.: 182039  
R/W No.: RX4494A

Date: March 12, 1999  
To: Brenda Golson  
Records Center  
From: Tom Wilson, SR/WA *TW*  
Subject: Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated March 5, 1999, to CSX Transportation, Inc., to revise the above mentioned crossing in the NW ¼ of Section 15, Handy Township, Livingston County, Michigan.

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

Please incorporate these papers into railroad recorded Record Center ROW File No. R29710P65.

Attachments

cc: Dave Eisele (Howell SC)

RECORDED RIGHT OF WAY

29710 P65



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

CORPORATE REAL ESTATE SERVICES

March 5, 1999

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

Re: Wire Crossing Reconstruction Notification

Dear Mr. Tippy:

This letter is your notice of the planned reconstruction of an overhead wire crossing over your railroad tracks, by the Detroit Edison Company, in the NW¼ of Section 15, Handy Township, Livingston County, Michigan, as described on the enclosed drawings and information forms.

1. Location: At the intersection of the railroad and Gregory Road, approximately 2,824 feet east of MP 64, 1,400 feet south of Grand River.
2. Detroit Edison Project and Crossing Nos.: BA3552, RX4494A
3. This is a reconstruction of an existing crossing (Previous CSX Permit No. L30046 /Date: April 9, 1985. Information on this crossing is retained in Edison ROW File No. R29710P65.
4. Please indicate your:
  - R.R. Valuation Station No. 3119+90
  - R.R. Mile Post No. 63.47
  - Will a Flagman or Inspection be required? A FLAGMAN WILL BE REQUIRED IF AT ANY TIME DURING THE INSTALLATION, THE WIRES WILL BE AT LESS THAN STANDARD OVERHEAD CLEARANCE.

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

Michigan law requires you to respond within 30 calendar days of the receipt of this notification. In the event you do not respond within 45 days of the receipt of this letter, our crews will be instructed to begin work.

Please contact me on (313) 235-8314 if you have any questions.

Sincerely,

Thomas Wilson, SR/WA  
Real Estate Associate II  
Room 2310 WCB

cc: Dave Eisele (Howell SC)  
Attachments

RECORDED RIGHT OF WAY 29710 P65 OVERHEAD CLEARANCE.

Tom Tippi  
3/10/99

Railroad Name: **CSXRR** Department Order: **COH#182039-52**

Row No. (Information on existing rights of way available from Record Center): \_\_\_\_\_ New or existing RX No.: **4494A** Encroachment (Length in Feet): \_\_\_\_\_

Location City/Township(s): **HANDY TWP.** Town(s) Range(s): **T-3N. R-3E.** County(s): **LIVINGSTON** 1/4 Section(s): **NW** Section(s): **15**

Location Description of Encroachment: **GREGORY RD. 1400' S. OF GRAND RIVER**

Check appropriate box:  
 Crosses tracks within the public road right-of-way  
 Crosses railroad land  
 Is longitudinally on or over railroad land,  
 Provides service to the railroad

**Facility Data (also detailed on attached drawing)**

Nature of required tree rights: **NONE**

Existing State Permit No.: **85-47000-0087 - JN** Date: **03-04-85** Railroad Mile Post (Number): **64** Distance to Crossing from Mile Post (in feet): **2,824** Ft.

Type of Structure: Existing  Wood  Steel Proposed  Wood  Steel

Existing Conductors				Existing Poles			Existing Cross-Arms	Proposed Conductors				Proposed Poles			Proposed Cross-Arms
Span.	No./Size	Kind	Voltage	Loc.	Height	Class	Size	Span.	No./Size	Kind	Voltage	Loc.	Height	Class	Size
B-C	1-0	AWA	SHIELD	A	65	1	96"	B-C	1-0	AWA	SHIELD	A	80	1	120"
B-C	3-954	ACSR	40kV	B	80	1	120"	B-C	3-954	ACSR	120kV	B	80	1	120"
B-C	3-250	AL	13kV	C	80	1	120"	B-C	3-350	AL	13kV	C	80	1	120"
				D	80	1	120"					D	80	1	120"

Explanation of Line Changes (continue on separate sheet if necessary):  
**REPLACE POLE "A" WITH 80FT. POLE AT NEW LOCATION.**  
**CONVERT SUBTRANSMISSION VOLTAGE FROM 40KV TO 120KV.**

**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	<b>38.2</b> Ft.
	From Detroit Edison wire to Railroad Communication or Signal Lines	<b>13.7</b> 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: **DAVE EISELE** Date: **02-23-99** Checked By: *Dave Eisele* Date: **02-23-99**

Company Location: **HOWELL SC** Phone No.: **545-9747**

RECORDED RIGHT OF WAY 89710 P.05

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 No. 4494A
2. Complete Legal Name of applicant: DETROIT EDISON COMPANY  
Company Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_
3. Address: 200 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: 2824 feet, EAST (direction) from Railroad Milepost 64  
GREGORY RD. 1400 FT. SOUTH OF GRAND RIVER
- Valuation Station of Crossing if Known: \_\_\_\_\_ Val. Map No. \_\_\_\_\_
6. Town: HANDY TOWNSHIP County: LIVINGSTON State: MI.
7. Total length within Railroad Right-of-Way \_\_\_\_\_ 8. Angle of crossing: 69°
9. Number of Railroad Company's tracks to be crossed 1 Number of pole lines crossed 1
10. Type of Crossing:  Electric, \_\_\_\_\_ CATV, \_\_\_\_\_ Telephone, \_\_\_\_\_ Communications,  
Other: (Explain) \_\_\_\_\_
11. Alternating Current, Voltage 120KV/13KV No. of Phases 3+3
12. Direct Current, Voltage \_\_\_\_\_ Amperes \_\_\_\_\_
13. Conductors: (a) Number: 7, (b) Conductor Material: \_\_\_\_\_ copper,  aluminum, \_\_\_\_\_ fiber optic
14. Maximum voltage \_\_\_\_\_ Maximum current \_\_\_\_\_
15. Maximum fault to ground current \_\_\_\_\_ Height of wire supports above ground level 44'
16. Encasement Material, if applicable \_\_\_\_\_ Outside diameter: \_\_\_\_\_ Wall thickness: \_\_\_\_\_
17. Height of wires above top of rail at 60°F 38.2 Feet 4.0' Sag in Spans at 60°F \_\_\_\_\_
18. Height of wires above Railroad communication and signal wires at 60°F 13.7 Feet
19. Bury: Base of rail to top of casing \_\_\_\_\_
20. Bury: On R/W but not beneath tracks \_\_\_\_\_
21. Bury: Below ditches \_\_\_\_\_
22. Type of wire supports INSULATOR STANCHIONS Size 120" ARMS. False dead ends \_\_\_\_\_
23. Number of poles to be located on Railroad Company's right-of-way NONE
24. Distance from butt of pole to nearest rail of track: 62 feet
25. Give approximate horizontal distance from Railroad communication and signal wires: \_\_\_\_\_
26. If additional wireline attachments or revisions are to be made to an existing agreement, please advise agreement number and date: \_\_\_\_\_
27. If this is a supplement to a master (general) agreement, give agreement number and date: \_\_\_\_\_
28. If Aegis member, work to be performed by: \_\_\_\_\_ Contractor \_\_\_\_\_ Company employees
29. Will line run parallel or approximately parallel to Railroad Company's tracks anywhere? NO
30. Will line be located in public road Right-of-Way? YES (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 RIGHT OF WAY 29710 PLS

**COH #182039-52** RX **4494 A**

Proposed Line Crossing Over **CSXRR**

Existing Permit Number **85-47000-0087-JN**

In **GREGORY RD. 1400' S. OF GRAND RIVER**

APPROXIMATELY 1-MILE WEST

**2824' E. OF MILE POST #64**

City of **OF VILLAGE OF FOWLERVILLE**

Section **15** NW **1/4** Township **HANDY** T **3N.** R **3E.** County **LIVINGSTON**

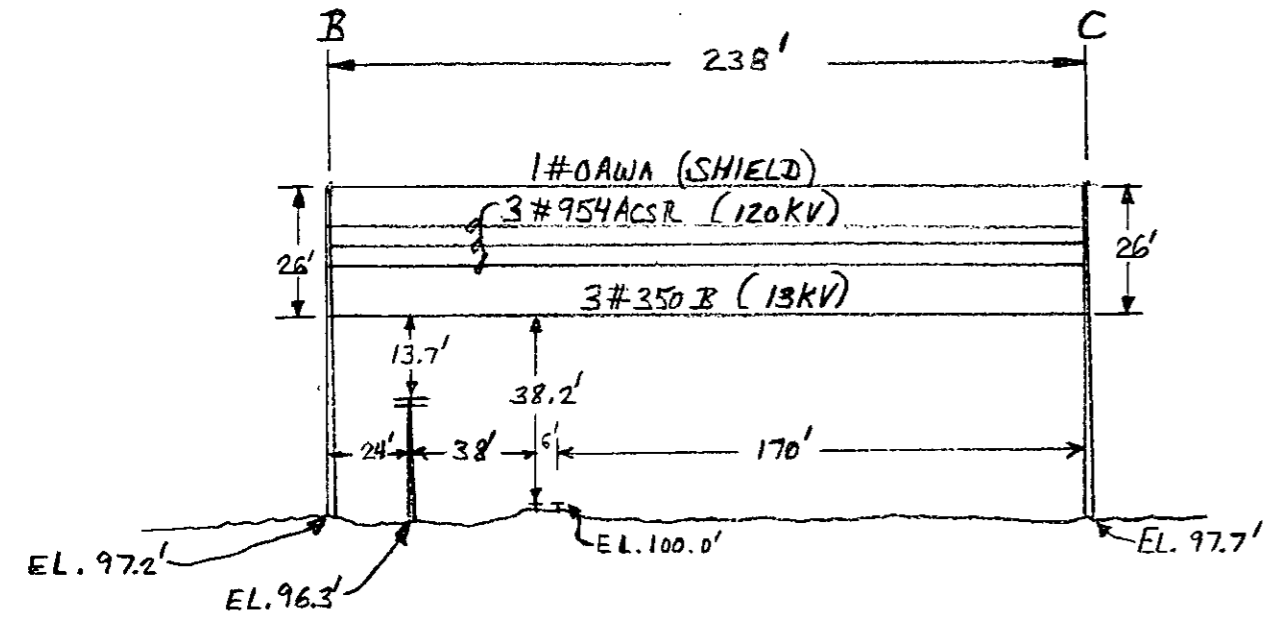
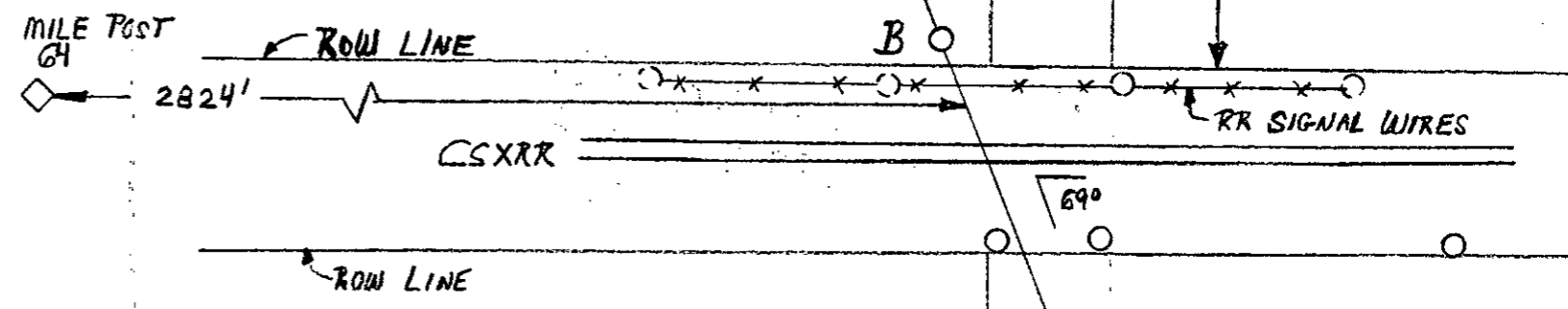
Refer to Section 12 of Overhead Lines Construction Standards for minimum clearance chart. The Railroad Permit Application (DE 963-6064) shall be submitted along with this velium.

Span	Span Length	Lowest Conductor Over R.R. Tracks	Stringing Sag At 60°F	Sag Table	Rule Span	Final Sag Ratio
B-C	238'	350B-13KV	48"	2	230'	1.27

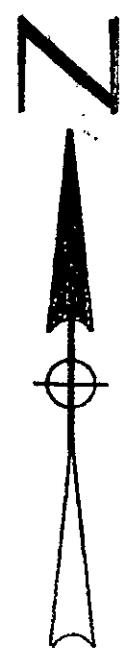
Designed By **DAVE EISELE** Division **HOWELL SC**  
Checked By **Dave Eisele** Date **02/23/99**

**CONSTRUCTION SUMMARY**

- POLE A 80'-1 SET 10' DEEP DET. 211G A (120KV) + DET. 13x30 (13KV)
- POLE B 80'-1 SET 10' DEEP DET. 2111 B (120KV) + DET. 13x38 (13KV)
- POLE C 80'-1 SET 10' DEEP DET. 2111 B (120KV) + DET. 13x31c (13KV)
- POLE D 80'-1 SET 10' DEEP DET. 2111A (120KV) + DET. 13x30 (13KV)



**ELEVATION LOOKING EAST**



RECORDED RIGHT OF WAY 29710 P65



6737 Southpoint Drive, South  
Suite 100  
Jacksonville, Florida 32218  
(904) 279-4515  
FAX (904) 279-4586  
or (904) 279-4581

T. R. Jackson  
Assistant Vice President

DUPLICATE ORIGINAL

March 19, 1992

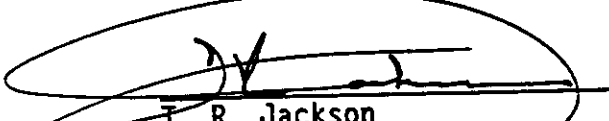
Mr. Thomas Wilson  
Detroit Edison Company  
2000 Second Avenue  
Detroit, MI 48226

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.

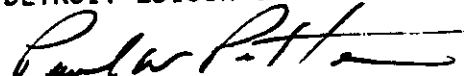
Please indicate your understanding and acceptance of the foregoing by having the duplicate original of this letter executed on your behalf and return to the undersigned. No further revision of the individual license agreements will be necessary to effect the changes set forth in the first sentence of 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. 29710-PGS

SEE:  
RECORDED RIGHT OF WAY NO. 43790



May 21, 1985

To: Records Center

From: Sharon Selonke *SS*  
Real Estate and Rights of Way Department

Subject: Transmission Crossing located at Gregory Road, 1400 Feet South of Grand River and 2824 Feet East of M.P. 64, NW $\frac{1}{4}$  of Section 15, Handy Township, Livingston County

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 4	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 17
02	0030046	1	29710	4494	2	0:40:985

Payment Frequency 28	Rental 21 33	OH-UG 34 Code	Division 35	County 36	City or Township 38 44	Section 45
A	50	1	5	05	HANDY	15

Location																						
41	S	O	F	G	R	A	N	D	R	I	V	E	R	?	E	O	F	M	P	6	4	80

Update Type Codes  
 1 = New Agreement  
 2 = Revised Agreement  
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved David G. Labarge

- cc:  Accounts Payable  
 Service Planning  
 System Engineering  
 Transmission & Distribution  
 Alice Short

RECORDED RIGHT OF WAY NO. 29710 pgs-

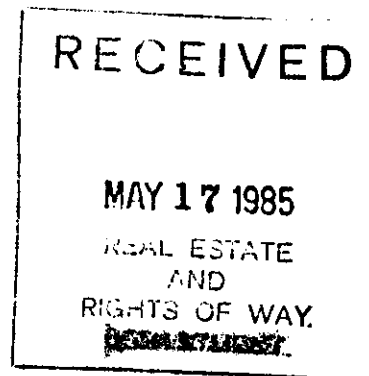
May 14, 1985  
File: 131-2-7821 LG

k1/dgl-02/18



**Chessie  
System  
Railroads**

Operating Headquarters Building  
801 Madison Avenue  
Huntington, West Virginia 25704  
304-522-5000



Mr. David G. LaBarge  
Acting Railroad Representative  
Real Estate & Right-of-Way  
Detroit Edison  
2000 Second Avenue  
Detroit, Michigan 48226

Dear Mr. LaBarge:

This refers to your May 7, 1985 letter returning agreement dated April 9, 1985, covering an aerial wire line crossing at Station 3119 plus 88 on the Plymouth Subdivision, Michigan Division, near Fowlerville, Livingston County, Michigan.

Enclosed is one fully-executed copy of the above agreement for your records. At least seven days' advance notice in writing, of the start of construction, must be submitted to Mr. W. B. VanderVeer, Division Manager, 20755 Greenfield Road, Southfield, Michigan 48075.

Yours very truly,

*Richard K. Pullem*  
Richard K. Pullem  
Chief Engineer

RECORDED RIGHT OF WAY NO. 29710 p65



The Chesapeake and Ohio Railway, Baltimore and Ohio Railroad, and affiliated lines — Units of CSX Corporation.

RX 4494

**Detroit  
Edison**

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

May 7, 1985

Mr. Richard K. Pullen  
Chief Engineer  
Chessie System Railroads  
801 Madison Avenue  
Huntington, West Virginia 25704

Dear Mr. Pullen:

We are returning your agreement, in duplicate, covering our facilities over your tracks and right of way as shown on our Plan RX 4494 and located as follows:

In Gregory Road, 1400 Feet S. of Grand River,  
NW 1/4 of Section 15, Handy Township, Livingston  
County.

The agreement has been signed for our Company.

Will you please return one fully executed copy of this agreement.

Invoices are to be mailed to Accounts Payable, Detroit Edison, 2000 Second Avenue, Detroit, Michigan 48226.

Our notation on the signature page keyed to paragraphs 18 (a) and (b) was the result of verbal agreement on May 6, 1985 between Robert L. White of your Insurance Department and our Richard L. Shaw, Insurance Administrator. They are developing insurance language acceptable to both Companies to be used in future agreements.

Sincerely,

*David G. LaBarge*

David G. LaBarge  
Acting Railroad Representative  
Real Estate & Rights of Way  
448 G.O.

DGL:ss

Enc.

cc: R. L. Shaw  
R. R. Tewksbury

RECORDED RIGHT OF WAY NO. 29710

PG 5

RX 4494

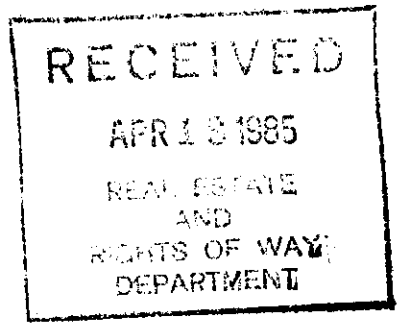
Engineering Department



**Chessie System Railroads**  
Operating Headquarters Building  
801 Madison Avenue  
Huntington, West Virginia 25704  
304-522-5000

April 12, 1985

File: 131-2-7821 LG  
jab/dglab01/15



Mr. Daniel G. LaBarge  
Acting Railroad Representative  
Real Estate and Right-of-Way  
Detroit Edison  
2000 Second Avenue  
Detroit, MI 48226

Dear Mr. LaBarge:

This refers to your February 20, 1985, letter making application for a proposed aerial wireline crossing at Station 3.119 plus 88 on the Plymouth Subdivision, Michigan Division, near Fowlerville, Livingston County, Michigan.

Attached in duplicate, is proposed license agreement to cover. If satisfactory, please arrange to have the document executed and both copies returned to the undersigned for execution on behalf of the Railway Company, after which a fully executed counterpart will be furnished for your records. THIS IS NOT YOUR AUTHORITY TO PROCEED WITH THE WORK. After the agreement has been fully executed and liability insurance furnished and approved by Mr. E. E. Gibson at Baltimore, Maryland 21201, in compliance with paragraph 18 of the agreement, further instructions will be furnished so that you may notify proper railroad personnel before any work is begun.

Please have the name of the official signing for your company typed or stamped under his signature.

Yours very truly,

*Richard K. Pullem*  
Richard K. Pullem  
Chief Engineer

RECORDED RIGHT OF WAY NO. 29716 p65





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

John Lonskey  
Department of Transportation  
2 North Plaza  
Jackson, MI 49202

Do Not Write in This Box		
Application No	47000R-03-85	
Permit No	85-47000-0087-JN	
Date of Issuance	3-4-85	
Fee Amount	10 <sup>00</sup>	Date
Cash	Bill XXX	By

February 20, 1985

Dear Mr. Lonskey:

The Detroit Edison Company plans to construct, operate, and maintain an overhead line in Handy Township, Livingston County

The line will cross the tracks of the The Chesapeake & Ohio Railway  
Company. The wires to be installed are:

Span B-C

One #1/0 AWA shield wire, three 954 ACSR (40-kV) and three 350B (13.2-kV) conductors to be installed.

The railroad has given the following waiver of hearing:

- Waiver dated \_\_\_\_\_ enclosed.
- Blanket Waiver on file with the MPSC.

The proposed crossing is shown on drawing No. RX- 4494

- This is a new crossing.
- This is a re-construction.

Please grant a State Highway Permit to The Detroit Edison Company for the proposed crossing.

**APPROVED**

MAR 4 1985

*John Lonskey*  
DIST. UTILITIES-PERMITS ENGR.  
MDOT-JACKSON

RECORDED RIGHT OF WAY NO. 29710 P 65

Very truly yours,

*David G. LaBarge*

David G. LaBarge  
Acting Railroad Representative  
Real Estate and Rights of Way  
448 G.O.

/ss



# Railroad Crossing Application - Overhead

*BA 3552*

Please Print

Railroad Name <b>Chesapeake &amp; Ohio</b>			Department Order <b>B-46896</b>		
Revision From RX No. (Available From Record Center (Ext. 78498)) <b>New Crossing</b>		New RX No. or R/W No. <b>4494</b>		Spans <b>B-C</b>	
Location: City/Township <b>Handy</b>		Town <b>T- 3N</b>	Range <b>R- 3E</b>	County <b>Livingston</b>	¼ Section <b>N.W.</b>
Location Description <b>In Gregory Rd., 1400 ft. S. of Grand River</b>				Section <b>15</b>	

This Crossing:

Is within the public road right-of-way or  Is on railroad property  Provides service to the railroad (If yes, check box)

### Crossing Data

Detailed On Attached Drawing

Railroad Mile Post (Number) <b>64</b>				State Permit No. Existing			Date			Distance to Crossing from Mile Post (in feet) <b>2824 Ft.</b>			
Existing							Proposed						
Type of Structure <input type="checkbox"/> Wood <input type="checkbox"/> Steel							Type of Structure <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel						
Conductors				Poles			Conductors				Poles		
Span.	No. Size	Kind	Voltage	Location	Length	Class	Span.	No. Size	Kind	Voltage	Location	Length	Class
							B-C	1-1/0	AWA	Shield	A	65	1
								3-954	ACSR	40kV	B	80	1
								3-350	B	13.2k	C	80	1
											D	80	1

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

One #1/0 AWA shield wire, three 954 ACSR (40 kV), and three 350 B (13.2 kV) conductors to be installed.

### 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 Nearest Wire	38.2 Ft.
	Railroad Communication or Signal Lines	13.7 Ft.

\* Materials shall be as noted in the current revision of Detroit Edison's General Specifications for Overhead Line Construction at Railroad Crossings.

Actual field dimension may vary from those indicated. However, the clearances shall be in compliance with the current revisions of Order Nos. 1679 and 1868 of Michigan Public Service Commission.

Designed By <b>J. Short</b>	Date	Checked By <b>C. Early</b>	Date <b>2-8-85</b>
Company Location <b>Ann Arbor</b>	Phone No.	System Engineering (555 G.O., Ext. <del>10494</del> 7-8410)	

Distribution: Original - Sys. Eng., Yellow Copy - Railroad, Pink Copy - RE & RW, Gold Copy - Serv. Plan.

RECORDED RIGHT OF WAY NO. 29710-1065

**Detroit Edison**

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

FEB 26 1985

RECEIVED  
O. H.

FEB 25 '85

February 20, 1985

Mr. Ronald W. Drucker  
Chief Engineer  
The Chesapeake & Ohio Railway Company  
P.O. Box 1800  
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

Span B-C (OVERHANG)

One #1/0 AWA shield wire, three 954 ACSR (40-kV)  
and three 350B (13.2-kV) conductors to be installed.

Station: 3119 plus 88  
Location: Near Fowlerville  
Sub-Division: Plymouth  
Division: Michigan  
M.P.S.C. Hearing Waived APR 12 1985

Specific Location

In Gregory Road, 1400 Feet S. of Grand River and Ohio Railway Company  
NW 1/4 of Section 15, Handy Township, Livingston County.

*Richard K. Pullen*  
Chief Engineer

Your File \_\_\_\_\_  
C & O. File 131A/ 131-2-7821

R.R. Valuation Station \_\_\_\_\_ R.R. Mile Post 64  
City/Village \_\_\_\_\_ Township Handy  
County Livingston Detroit Edison Plan Attached RX 4494  
This is a New Crossing XX This is a Reconstruction of Existing Crossing \_\_\_\_\_  
Previous Agreement Information (if any) Date \_\_\_\_\_ (R.R. Plan) \_\_\_\_\_  
Blanket Waiver of Hearing Covers XX Waiver of Hearing Requested \_\_\_\_\_  
(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

*David G. LaBarge*  
David G. LaBarge  
Acting Railroad Representative  
Real Estate and Rights of Way  
448 G.O.

/ss

RECORDED RIGHT OF WAY NO. 29710 p 65

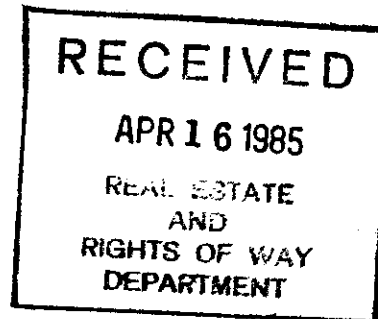
**Detroit  
Edison**

**DATE:** April 15, 1985

**TO:** S. Salonke  
R E & R/W

**FROM:** A. M. Short *AMS*  
Insurance

**SUBJECT:** Chesapeake and Ohio Railway Company  
Wire and/or Cable Crossing Agreement  
Valuation Station 764 plus 80, Detroit Terminal



*TO DGL.  
4-16-85  
TS*

We have reviewed the insurance conditions of the captioned agreement and have the following comments:

Section 18 (a). This section does not meet with our approval as it requires Edison to maintain Railroad Protective Insurance. Please review our memorandums of February 7, February 10, and March 12, 1984 (copies attached).

Section 18 (b). We can comply with this requirement and will provide a certificate upon execution of the agreement.

cc: R. Tewksbury w/a

*Paragraphs 18a & b of agreement amended  
and approved by Insurance, 5/6/85. DGL  
Rick Shaw of*

*See transmittal letter to R. Puller of Grand Trunk  
dated May 7, 85.*

RECORDED RIGHT OF WAY NO. 29710

*pg 65*



Detroit

TOLSON

February 7, 1984

TO: R. R. Tewksbury, Administrator  
Real Estate Projects  
RE & R/W

FROM: R. L. Shaw, Administrator *RLS*  
Risk Management Program  
Insurance Department

SUBJECT: License Agreement for Wire, Pipe and Cable  
Transfer Crossing and Longitudinal Occupations  
Dated November 10, 1983  
Consolidated Rail Corporation

We have been asked by your department to review and comment on the subject license agreement proposal dated November 10, 1983. We have, however, found no insurance terms within the proposal to comment on.

Corresponding material attached to the Conrail proposal addresses insurance and it is here we will offer our position, should these terms eventually become a topic of negotiation.

The Company does not maintain a Railroad Protective Public Liability policy and would prefer not to be required to purchase such a policy, even if only for the installation/construction period.

We can provide evidence of our Public Liability policy which provides coverage for personal injury and property damage arising out of the Company's operations or ownership of property.

We would be happy to discuss the above items further to help clarify the situation.

JAF:jaf  
cc: TBlondell  
AShort

RECORDED RIGHT OF WAY NO.

29710 p65

Delroit  
Edison

February 10, 1984

TO: S. Selonke  
R E & R/W

FROM: J. A. Ferrell  
Insurance Department

SUBJECT: Chesapeake and Ohio Railway Company  
Insurance Terms: Section 18

REFERENCE: Proposed License Agreement Dated 01/31/84  
- Drawing Reference No. RX-4314A  
Proposed License Agreement Dated 01/31/84  
- Drawing Reference No. RX-4313C

We have been requested by you to comment on the insurance conditions contained in the above referenced agreements.

We have reviewed Section 18 of the insurance requirements and have no comments.

Regarding the Railroad Protective Liability Insurance referenced in R. W. Dricker's 01/31/84 letter, we question whether or not these insurance terms are actually a part of the License Agreement Proposals.

For your information, I have attached a copy of R. L. Shaw's memorandum to R. Tewksbury dated 02/07/83 regarding Railroad Protective Liability.

We suggest that you discuss these agreements with Mr. Tewksbury so we can agree upon a position to take in the negotiations.

JAF:  
Attachments  
cc: RRTewksbury

RECORDED RIGHT OF WAY NO.

29710 P 65

Detroit  
Edison

March 12, 1984

TO: R. Tewksbury  
FROM: R. L. Shaw  
SUBJECT: Railroad Protective Liability

In the past Edison has provided the railroads with a certificate of General Liability which would respond to bodily injury or property damage resulting from our activities on the site. The subject policy is a one-of-a-kind and would only apply to this contract.

While we could go out and purchase the policy it is not coverage we feel is necessary for the Company due to our General Liability policy. Therefore the only need for the policy is to satisfy a potential contractual obligation which affords coverage only to the railroad rather than Edison.

We would be happy to provide the railroad a certificate evidencing our liability coverage and add them as an additional insured as to their interest in this contract.

Should they feel that this option is inadequate then we can explore obtaining the policy however, we should discuss who should be responsible for the subsequent premium costs.

We have received an estimated premium quotation of \$2,550 to provide coverage for the Conrail Poletown project.

RLS:jaf  
cc: B Mention  
TJ. B. dice

RECORDED RIGHT OF WAY NO. 29710 p 65

WIRE AND/OR CABLE CROSSING AGREEMENT

AGREEMENT NO. 30046

THIS AGREEMENT, made this 9th day of April, 19 85 by and between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter called "Licensor", party of the first part, and THE DETROIT EDISON COMPANY, a \_\_\_\_\_ Corporation, hereinafter called "Licensee", party of the second part:

WITNESSETH:

In consideration of the mutual covenants, terms, conditions and agreements herein contained, the parties hereto agree as follows:

1. Licensor, insofar as it has the power and authority so to do and subject to:

- (a) All encumbrances, conditions, covenants and easements applicable to Licensor's title to or rights in the subject property; and
- (b) Compliance by Licensee with terms and conditions hereinafter contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter, change or remove One (1) #1/0 AWA shield wire, three (3) 954 ACSR (40kV) and three (3) 350B (13.2 kV) conductors wire and/or cable line consisting of \_\_\_\_\_ and incident thereto to locate \_\_\_\_\_

\_\_\_\_\_ , hereinafter called "Crossing", under or over, as the case may be, property, right-of-way, land and track of Licensor, between Mile Posts \_\_\_\_\_ and \_\_\_\_\_ , at Valuation Station 3119 plus 88 , Plymouth Subdivision, Michigan Division, ~~at~~ near Fowlerville RX-4494 County of Livingston State of Michigan , described on Drawing No. Span B-C (partial overhang) , dated 2-8-85 , last revised \_\_\_\_\_ , which is attached to and hereby made a part of this Agreement.

Licensor reserves and excepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossing for any and all railroad purposes.

2. Definitions:

- (a) The term "Licensee", as used herein, shall mean a corporation, association, partnership, individual or governmental body, as the case may be. For Sections 16, 17 and 18 of this Agreement the term "Licensee" shall also include Licensee's agents, employees, servants, sublicensees and invitees. All words herein referring to Licensee shall be taken to be of such number and gender as the context may require.
- (b) The term "Licensor", as used herein, shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Licensor. Said term shall also include any parent, subsidiary or affiliated system company or companies of Licensor. For Sections 16 (a), 17 and 18 of this Agreement, the term "Licensor" shall also include servants, agents or employees of Licensor and of said parent, subsidiary or affiliated company.
- (c) The term "Crossing", as used herein, includes wires and/or cables, poles, guys, anchors, fixtures, appliances and ancillary facilities.
- (d) The term "use", as used herein, shall mean transmission in, over and through said wires and/or cables of the voltage or capacity herein specified only and shall mean the use of an area not to exceed in circumference the diametric or radial specifications shown on the aforementioned drawing.

RECORDED RIGHT OF WAY NO. 29710-965

(e) The terms "satisfactory" or "satisfaction", as used herein, shall mean approval by Licensor's Chief Engineer or his duly authorized representative.

(f) It is understood and agreed by and between the parties hereto that if this Agreement covers more than one wire or cable crossing or more than one track is involved, the terms "Crossing" and "track", respectively, as hereinafter used, shall be construed as including any one or all of said crossings or tracks, as the context may require.

3. Licensee, at its sole cost and expense, shall furnish all materials and, at a time and in a manner satisfactory to Licensor, construct, maintain, relocate, repair, renew, alter, change or remove said Crossing, in accordance with design and specifications shown on the aforementioned drawing, and as in this Agreement provided, all in a prudent and workmanlike manner in conformity with any applicable statutes, orders, rules, regulations and specifications of any public authority having jurisdiction, and shall operate or use said Crossing in accordance with all rules and regulations of Licensor and such public authority, so as not to interfere with or endanger, in the judgment of Licensor, any property, traffic, operation, maintenance, employees or patrons of Licensor or of others occupying or using Licensor's property at said location. In the event Licensee contracts for construction, maintenance, relocation, change and/or removal of said Crossing, Licensee shall require its contractor to comply with all terms of this Agreement, at the sole risk of Licensee. Notwithstanding anything in this Agreement, Licensor, at any time, at its election, may furnish any materials and perform any work of constructing, changing, maintaining, relocating or removing said Crossing at the sole cost and expense of Licensee.

4. Licensee shall give Licensor at least five (5) days' written notice before doing any work of any character hereunder on Licensor's property, except that in cases of emergency, shorter notice may be given. All notices and communications concerning this Agreement shall be addressed to Licensee at \_\_\_\_\_

2000 Second Avenue, Detroit, Michigan 48226

and to Licensor at 20755 Greenfield Road

Southfield, Michigan 48075, c/o Division Manager

or at such other address as either party may designate in writing to the other.

5. Before any work is performed hereunder, or before use by Licensee of the premises for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permits or licenses from any Federal, State, or local public authorities having jurisdiction over the property or its intended use, and shall thereafter observe and comply with the requirements of such public authorities, and all applicable laws and regulations and future modifications thereof. Licensee shall also defend, protect and hold Licensor harmless for failure to obtain permits or licenses, any violation thereof, or for costs or expenses of compliance.

6. Crossing shall be constructed, maintained and operated in accordance with Said Plan RX-4494 and its standards of construction on file with and approved by the Michigan Public Service Commission. presently in effect, which are incorporated herein and made a part hereof by reference.

7. During performance of any work of any character hereunder, Licensee shall support track and roadbed of Licensor, in a manner satisfactory to Licensor. Licensee shall backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor and shall either remove any surplus

RECORDED RIGHT OF WAY NO. 29710-4065

earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at locations and in such manner as Licensor may direct. Licensee shall leave Licensor's property in a condition satisfactory to Licensor.

8. If, in the judgment of Licensor, 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 Licensor's power lines, communication, signal or other wires or electrical or electronic apparatus, or shall, in any manner, interfere with the operation, maintenance or use by Licensor 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 Licensor of any such interference, shall promptly, at its sole risk, cost and expense, make such changes in its Crossing as, in the judgement of Licensor, may be required to eliminate all such interference.

9. Licensee, at its sole cost and expense, shall erect and thereafter maintain signs showing location and depth of underground Crossing. Such signs shall be in conformity with Exhibit A, "Signs for Marking Underground Facilities", attached hereto and made a part hereof, or as approved by Licensor.

10. If, at any time hereafter, Licensor shall desire to make any change, relocation or improvement in its track, structures, roadbed or other installation and facilities at said location of Crossing, or make any changes whatever in, to, upon, over or under its property and in any way used or affected by Crossing, Licensee, upon thirty (30) days' written notice to that effect from Licensor, shall make such change in the location or construction of Crossing, at Licensee's sole cost and expense and in accordance with plans satisfactory to Licensor.

11. If Licensee desires to revise, renew, relocate or change in any manner whatsoever all or any part of said Crossing (including any change in voltage or gauge of wire), or if Licensee is required to change or alter Crossing, plans therefor shall be submitted to Licensor for approval before any such change is made and the terms and conditions of this Agreement shall apply thereto.

12. If Licensor deems it advisable, during the progress of any construction, maintenance, repair, renewal, alteration, change or removal of said Crossing, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's property at the aforesaid location, Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for its failure to do so or the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

13. Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over track of Licensor without separate prior written approval of Licensor except at public road crossing.

14. Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by Licensee's Crossing, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property.

15. Upon execution of this Agreement, Licensee shall pay Licensor:

(a) The sum of ONE HUNDRED DOLLARS (\$ 100.00), toward the cost of preparing this Agreement, and

RECORDED RIGHT OF WAY NO. 29710-9065

(b) An annual license fee of FIFTY DOLLARS (\$ 50.00 ), and

will pay such annual license fee, not subject to refund, on each anniversary date of this Agreement thereafter until terminated. Annual license fee shall be subject to periodic review and adjustment by Licensor. Licensee shall indemnify Licensor against and shall pay or reimburse Licensor for any additional taxes and assessments levied on account of said Crossing. Payment by Licensee of any annual license fee shall not be held to create an irrevocable license for that period.

16. Licensee hereby assumes, and shall at all times hereafter release, indemnify, defend and save harmless Licensor from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any persons whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction presence, existence, maintenance, repair, renewal, operation, use or non-use, alteration, change or relocation of the Crossing or any structures in connection therewith or the removal of same from premises of Licensor, or restoration of premises of Licensor, to good order or condition, except when caused solely by the fault, failure or negligence of the undersigned Licensor.

17. Notwithstanding anything to the contrary in Section 16 hereof, use of Licensor's property and Licensor's operations involve risk of loss and damage by fire. Licensee hereby assumes all risk of loss and damage by fire to Licensee's property and agrees to defend, protect, save harmless and indemnify Licensor from all claims of third parties arising by reason of any loss of or damage by fire to property of others now situated or which may hereafter be placed upon Licensor's property within the area of the Crossing.

\*18. (a) INSURANCE DURING CONSTRUCTION:

Licensee shall purchase or shall cause its contractor to purchase, at no expense to Licensor, and maintain during periods of construction (including preliminary surveys and inspection and any renewal, alteration or removal), a policy of Railroad Protective Insurance naming Licensor as insured. The policy shall be written on the form AAR/AASHTO as amended from time to time, and shall provide a limit of \$2,000,000 per occurrence for bodily injury and property damage, subject to an aggregate limit of at least \$6,000,000 per annum. The original Railroad Protective policy shall be furnished to and approved by Licensor's Director-Insurance, c/o Chessie System - 116, 100 North Charles Street, Baltimore, Maryland 21201, prior to commencement of any operations under this Agreement.

(b) INSURANCE FOLLOWING COMPLETION OF CONSTRUCTION:

Upon completion of construction provided for by this Agreement, and acceptance thereof by Licensor, but prior to commencement of any further activities provided for herein, Licensee, at its sole cost and expense, shall procure, and maintain during continuance of this Agreement, a policy of Liability Insurance covering liability assumed by Licensee under this Agreement, with coverage of not less than Two Million Dollars (\$2,000,000) Combined Single Limit per occurrence for personal injury and property damage, which policy shall contain a Contractual Liability Coverage Endorsement, referring to this Agreement by date, name of Licensor, description of Agreement and location covered, and which shall be endorsed to provide for thirty (30) days' notice to Licensor's Director-Insurance, as above, a certified copy of said Liability Insurance policy.

(c) Furnishing of insurance required hereunder by Licensee shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

19. This Agreement shall be and remain in effect for a period of one (1) month from the date hereof, and thereafter from month-to-month until terminated by either party giving to the other not less than thirty (30) days' written notice of such termination. All rights which Licensee may have hereunder shall cease and end upon the termination date so specified; provided, however, that termination of this Agreement shall not in any manner affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination have not been satisfied. On or before the time fixed for termination of this Agreement, unless the parties hereto otherwise agree, said Crossing shall be removed or filled and property of Licensor restored in a manner satisfactory by Licensor, at the sole cost and expense of Licensee.

RECORDED RIGHT OF WAY NO. 29710 p 65

20. Upon failure of Licensee to perform or comply with any term, covenant, clause or condition herein contained, this Agreement shall terminate immediately upon notice by Licensor Licensee shall immediately, but not later than seventy-two (72) hours after posting of such notice, remove Crossing to satisfaction of Licensor, at sole cost and expense of Licensee.

21. Should Licensor's property or any part thereof be condemned, appropriated or acquired by any public authority, then this Agreement, at option of Licensor, shall terminate upon date when said property or any part thereof shall be taken or conveyed. Notice of election of such option shall be given in writing by Licensor within thirty (30) days prior to date of conveyance or after date of taking. No part of any damages or award shall belong to Licensee, except to the extent of any specific award for improvements and/or facilities of Licensee. Improvements and/or facilities of Licensee not condemned, appropriated and/or acquired as aforementioned shall be removed in accordance with Section 19 hereof.

22. Licensor's expense for wages and materials for any work performed at the expense of Licensee pursuant to the terms hereof shall be paid by Licensee within thirty (30) days after receipt of bill therefor. Such expense shall include, but not be limited to, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances, insurance and freight and handling charges on all material used. Equipment rentals, if any, shall be in accordance with Licensor's fixed applicable rates.

23. Any waiver by either party at any time of its rights as to anything herein contained shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or breach is waived in writing by said party.

24. Neither shall the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor shall any approval given or supervision exercised by Licensor, be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

25. Neither this Agreement, nor any provision hereof or agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person. The form or any language of this Agreement shall not be interpreted or construed in favor of or against either party hereto.

26. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Licensor, and the heirs, representatives, successors or assigns of Licensee, as the case may be, but no assignment hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Licensor.

27. This Agreement contains the entire understanding between the parties hereto, and cannot be changed, altered, amended or modified, except by written instrument subsequently executed by the parties hereto.

28. It is understood and agreed that this Agreement is executed by all parties under current interpretation of any and all applicable Federal, State, County, Municipal or other local statute, ordinance or law. Further, it is understood and agreed that each and every separate division (paragraph, clause, item term, condition, covenant or agreement) herein contained shall have independent and severable status from each other separate division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be

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297169-65



unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division, herein contained, or any other combination thereof.

\*In lieu of policies outlined in paragraphs 18a and 18b, Licensee agrees to accept transfer of risks which are outlined therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written:

RECORDED RIGHT OF WAY NO. 89716 4/65

WITNESS:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY  
Licensor

D. L. Houchin

By Richard K. Pullen  
Chief Engineer

WITNESS:

THE DETROIT EDISON COMPANY  
Licensee

David G. LaBarge  
DAVID G. LA BARGE

By [Signature]  
(Title)

ROBERT R. TEWKSBURY, DIRECTOR  
Real Estate and Rights of Way

(File: 131-2-7821 LG)

Approved: [Signature]  
5/6/85

**THE DETROIT EDISON COMPANY**

DO B-46 B96

RX 4494

PROPOSED LINE CROSSING OVER CHESAPEAKE & OHIO RAILROAD  
 IN GREGORY ROAD 1400' S. of Grand River road  
 2844 ft. E of Mile Post # 64  
 SECTION 15 NW 1/4 TOWNSHIP HAWDY  
 CITY OF TOWN R 3E COUNTY LIVINGSTON

**NOTES**  
 MATERIALS SHALL BE AS NOTED IN THE CURRENT REVISION OF DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS.  
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN, BUT THE REQUIREMENTS OF THE CURRENT REVISIONS OF ORDER NO'S. 1879 AND 1888 OF MIDGARDIAN PUBLIC SERVICE COMMISSION WILL BE COMPLIED WITH.

CONDUCTORS		POLES					
NUMBER	SIZE	WIND SHIELD	VOLTAGE	LOCATION	LENGTH	CLASS	SET
1	1/0	AWA	5	A	6.5	1	B.5"
3	954	ACSR	40,000	C	8.0	1	10"
3	350	B	13,200	A	8.0	1	10"
				D	8.0	1	10"

**NEAREST POLE TO RAIL** MINIMUM CLEARANCES

WIRES OVER TRACKS	SLIDING MAIN LINE
0 - 750 VOLTS	7 FT
750 - 15,000 VOLTS	12 FT
15,000 - 50,000 VOLTS	
50,000 - 120,000 VOLTS	

**WIRES OVER R SIGNAL**

LOWEST CONDUCTOR OVER R. R. TRACKS	STRINGING SAG AT 60' F	HEIGHT OF LOWEST CONDUCTOR OVER R. R. TRACKS	R. R. SIGNAL WIRE
0 - 750 VOLTS	2 FT	4 FT	
750 - 15,000 VOLTS	6 FT	6 FT	
15,000 - 50,000 VOLTS	9 FT	9 FT	

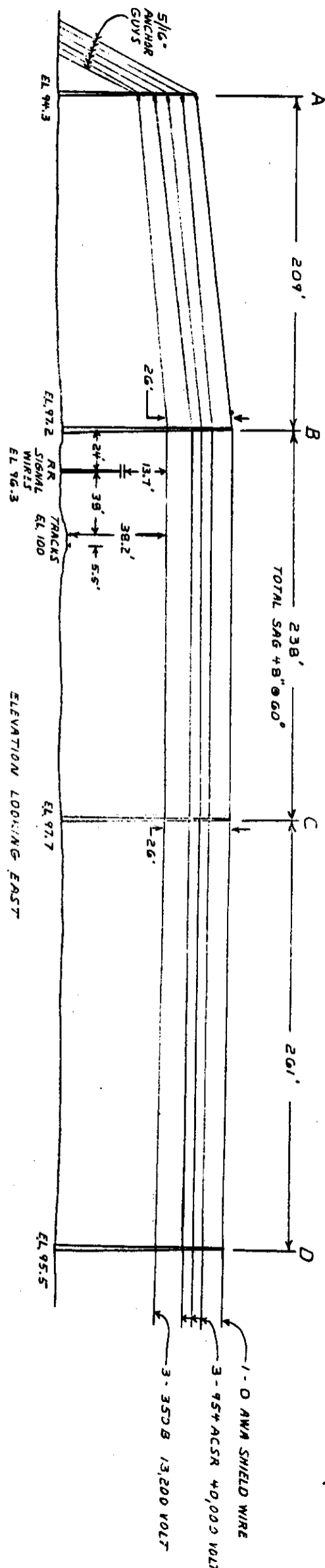
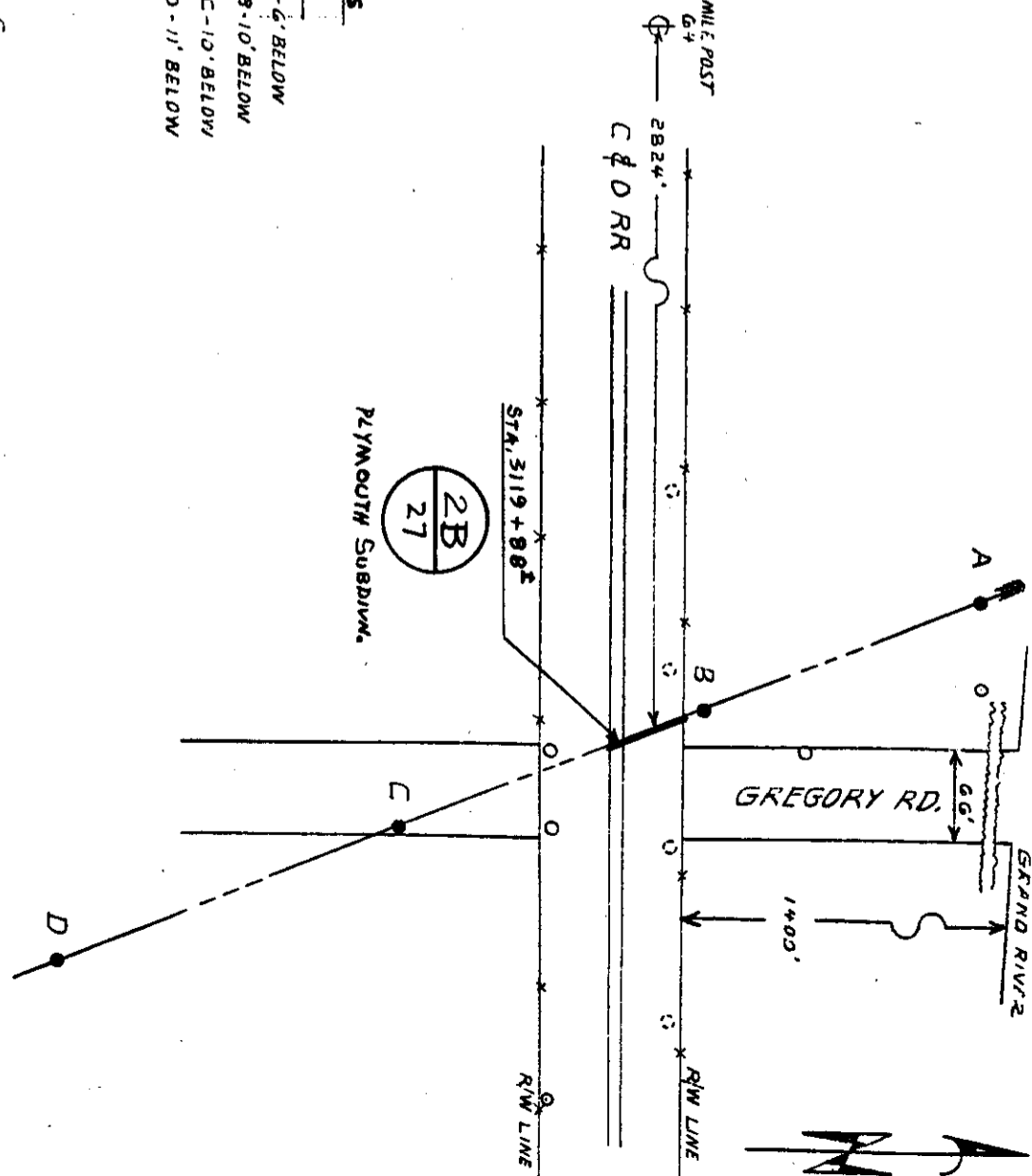
DESIGNED BY J. SHORT  
 CHECKED BY J. Field SYSTEM ENGINEERING DEPT. JMS DATE 2-8-85  
 DIVISION AWW ARBR

**SAG TABLE**

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R. R. TRACKS	STRINGING SAG AT 60' F
B - C	238	350B - 13,200 V	4.8"

RULING SPAN 230'  
 FINAL SAG RATIO 1.27

- CONSTRUCTION NOTES**
- | POLE | DETAIL                          |
|------|---------------------------------|
| A    | DET 1916, DET 13X33-6' BELOW    |
| B    | DET 2111A, DET 13X38-10' BELOW  |
| C    | DET 2111A, DET 13X31C-10' BELOW |
| D    | DET 2111A, DET 13X30-11' BELOW  |



**THE DETROIT EDISON COMPANY**

DO B-46896 RX 4494

PROPOSED LINE CROSSING OVER CHESAPEAKE & OHIO RAILROAD EXISTING PERMIT NUMBER NEW X-116  
 IN GREGORY ROAD 1400 FT. S. of Grand River and CITY OF \_\_\_\_\_  
2824 FT. E. of Mile Post # 64 T 3 N R 3 E COUNTY LIVINGSTON  
 SECTION 15 NW 1/4 TOWNSHIP HANDY

**NOTES**  
 MATERIALS SHALL BE AS NOTED IN THE CURRENT REVISION OF DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS.  
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN, BUT THE REQUIREMENTS OF THE CURRENT REVISIONS OF ORDER NOS. 1679 AND 1868 OF MICHIGAN PUBLIC SERVICE COMMISSION WILL BE COMPLIED WITH.

**MINIMUM CLEARANCES**

NEAREST POLE TO RAIL	SIDING	MAIN LINE
7 FT	12 FT	

**WIRES OVER TRACKS**

0 - 750 VOLTS	27 FT
750 - 15,000 VOLTS	28 FT
15,000 - 50,000 VOLTS	30 FT
50,000 - 120,000 VOLTS	33 FT

**WIRES OVER R R SIGNAL**

0 - 750 VOLTS	2 FT
750 - 8,700 VOLTS	4 FT
8,700 - 50,000 VOLTS	6 FT
50,000 - 120,000 VOLTS	9 FT

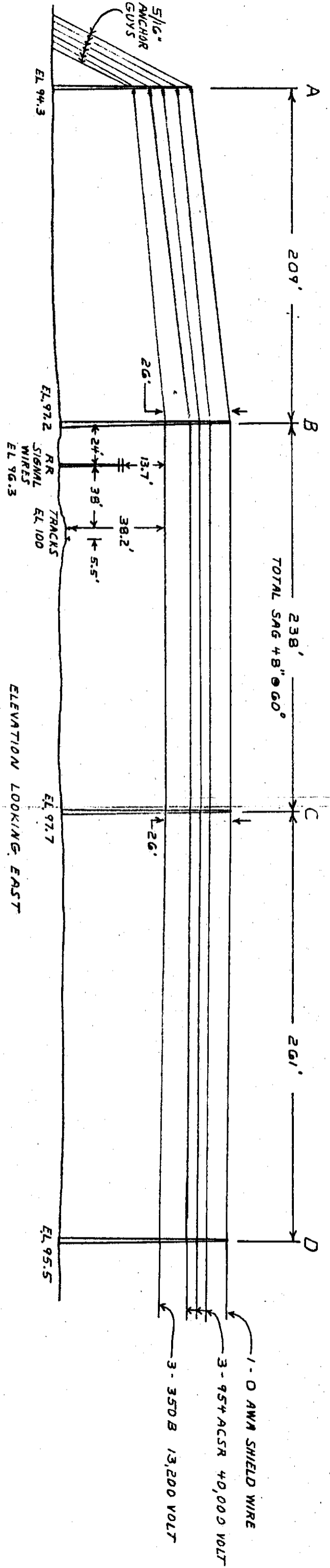
SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R. R. TRACKS	STRINGING SAG AT 60° F	CONDUCTORS				POLES			
				NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	SET
B-C	238	350B-13,200 V.	48"	1	1/0	AWA	SHIELD	A	65'	1	B.5'
				3	954	ACSR	40,000	B	80'	1	10'
				3	350	B	13,200	C	80'	1	10'
								D	80'	1	10'

SAG TABLE 2  
 RULING SPAN 230'  
 FINAL SAG RATIO 1.27

DESIGNED BY J. SHORT DIVISION AMW ARB02  
 CHECKED BY D. Gable SYSTEM ENGINEERING DATE 2-8-85  
 DEPT. OHS

**CONSTRUCTION NOTES**

POLE	DETAIL
A	DET 1916, DET 13X33-6' BELOW
B	DET 2111A, DET 13X38-10' BELOW
C	DET 2111A DET 13X31C-10' BELOW
D	DET 2111A DET 13X30-11' BELOW



ELEVATION LOOKING EAST

RECORDED RIGHT OF WAY NO. 29710 p 65

