

July 20, 1977

To: Records Center

From: Doreen McLain  
Real Estate and Rights of Way Department

Subject: Distribution R/W crossing the Chesapeake and Ohio  
Railway Co., NE 1/4 Sec. 8, T2N, R5E, City of Howell,  
Genoa Township, Livingston County, RX-4367

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 22 Date 27
02	4737742	1		04367	1	010477

Payment Frequency 28	Rental 29 33	OH-UG 34 Code	Division 35	County 36	City or Township 38 44	Section 45
A	00025	1	1	05	HOWELL	08

Location									
47	50 FT NW OF I 96 100 FT NW OF GRAND OAKS								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: *Jim A. Klockner*

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

RECORDED RIGHT OF WAY NO. 30964

DE ORIG.



6737 Southpoint Drive, South Suite 100  
Jacksonville, Florida 32216  
(904) 279-4515  
FAX (904) 279-4586  
or (904) 279-4581

T. R. Jackson  
Assistant Vice President

DUPLICATE ORIGINAL

March 19, 1992


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

Dear Mr. Wilson:

This letter will confirm our understanding and agreement that for One Dollar and Other Valuable Consideration paid by the Detroit Edison Company (DE) effective as of April 1, 1992, CSX Transportation, Inc., hereby waives future rental requirements (provided there shall be no refunds of any prepaid rentals) and termination rights for the now existing aerial and underground wireline and pipeline crossing agreements identified on the attached Exhibit A. Except as described in the preceding sentence, the terms of all such agreements remain unaltered and in full force and effect.

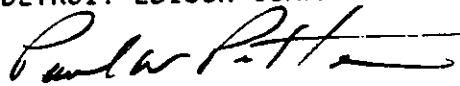
Please indicate your understanding and acceptance of the foregoing by having the duplicate original of this letter executed on your behalf and return to the undersigned. No further revision of the individual license agreements will be necessary to effect the changes set forth in the first sentence of the first paragraph other than this letter exchange, which will constitute a supplement to each agreement.

By: CSX TRANSPORTATION, INC.  
CSX Real Property, Inc.  
Its Attorney-in-Fact

  
T. R. Jackson  
Assistant Vice President

TRJ:hkm

THE FOREGOING IS UNDERSTOOD AND AGREED THIS 19th DAY OF MARCH, 1992.

DETROIT EDISON COMPANY  


BY: \_\_\_\_\_  
Title: Paul W. Potter, Director -  
Corporate Real Estate

RECORDED RIGHT OF WAY NO. 30964

SEE:  
RECORDED RIGHT OF WAY NO. 43790

Detroit  
Edison

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

Michigan Department of State Highway and Transportation

Gentlemen:

The Detroit Edison Company plans to construct, operate, and maintain an overhead electric line in the city of Howell 1 1/2 mile SE of

Genoa Township, Livingston County

The line will cross the tracks of Chesapeake and Ohio Railway Company

The wires to be installed are:

Span A-B

2 #406

1 #42T 120 Volts

The railroad has given the following waiver of hearing:

- Waiver dated \_\_\_\_\_ enclosed
- Blanket Waiver No. \_\_\_\_\_ on file with MPSC

The wire crossing location is 50' NW of I-96 and approx. 100' W of  
Grand Oaks approx. W of Latson Rd 1 1/2 mile SE of Howell

The proposed crossing is shown on drawing No. RX- 4367

- This is a new crossing
- This is a re-construction of an existing crossing under MPSC permit No. ED2-8-\_\_\_\_\_ dated \_\_\_\_\_

The proposed construction will be performed according to the Rules and Regulations of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company' as approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

Please grant a MPSC permit to The Detroit Edison Company for the proposed crossing.

APPLICATION NO 47000-17-77

Permit No. JN-232-77

Sincerely,

Date 6-2-77

By John Tonahy

District Utility Permits Engineer

Robert R. Tewksbury  
Project Administrator  
Real Estate and Rights of Way  
Department

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FEE	10.00	BY	DATE
CASH		X	

Detroit  
Edison

2000 Woodward Avenue  
Detroit, Michigan 48226  
(313) 247-8000

To STATE  
DEC 13 1976

RECEIVED  
CHIEF ENGINEER SYSTEM  
DEC 13 1976  
FILE 131-2-465

November 29, 1976

The Chesapeake and Ohio Railway Co.  
Mr. George Davis, Division Engineer  
14501 West McNichols  
Detroit, Michigan 48235

Proposed Overhead Wire Crossing:

Span A-B

1 #42T 120 Volts

Location: 2481+00

Location: ---

Sub-Division: Plymouth

Division: Michigan

M.P.S.C. Hearing Waived 1-4-77

The Chesapeake and Ohio Railway Company

*John A. Haddow*  
Chief Engineer-System

Your File \_\_\_\_\_

C. & O. File 131-2-465

Specific Location

50' N.W. of I-96<sup>P/W</sup> and approximately 100' west of Grand Oaks  
approximately ~~300'~~ west of Latson Rd., 1 1/2 miles SE of Howell,  
in Section 8, NE 1/4, Genoa Twp., County of Livingston T2N, R5E

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

City/Village Howell 1 1/2 MI. SE Township Genoa

County Livingston Detroit Edison Plan Attached RX-4367

This is a New Crossing XXX 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.

Note: 3 days' advance notice, in writing,  
of the start of construction to  
Mr. F. R. Rice, Jr., Chesapeake & Ohio  
Division Manager, Southfield, MI

*John A. Haddow*  
John A. Haddow  
Public Agency Coordinator

RECORDED RIGHT OF WAY NO. 30964

Engineering Department



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

January 25, 1977

File: 131-2-418 BI/93  
131-2-419  
131-2-465

Mr. John A. Haddow  
Public Agency Coordinator  
Real Estate and Rights of Way Dept.  
The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan, 48226

Dear Mr. Haddow:

Enclosed for Detroit Edison's records are fully executed copies of agreements dated December 27, 1976 and January 4, 1977 covering aerial wire lines crossing the Railway's tracks and right of way at certain locations on its Michigan Division as follows:

<u>Agreement Date</u>	<u>Description and Location</u>
December 27, 1976	Aerial wire line crossing at Valuation Station 1122+25, Detroit Subdivision, at Detroit, Wayne County, Michigan.
December 27, 1976	Aerial wire line crossing at Valuation Station 1134+25, Detroit, Subdivision, Detroit, Wayne County, Michigan.
January 4, 1977	Aerial wire line crossing at Valuation Station 2481+00, Plymouth Subdivision, at Howell, Livingston County, Michigan.

*MASH 47  
SOUTHFIELD*

*MASH 47  
JACKSON*

RECORDED RIGHT OF WAY NO. 30964

Yours very truly,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

J. W. Brent  
Chief Engineer



THE DETROIT EDISON COMPANY

PL 10PM SE 32 3 757

DO H-48540 RX 4367

PROPOSED LINE CROSSING OVER CHESAPEAKE + OHIO R.R. EXISTING PERMIT NUMBER NEW  
 IN HWY 50' N.W. OF I-96 & APPROX 100' W. OF GRAND OAKS DR. & APPROX 3060' W LATSON RD. CITY OF HOWELL 1 1/2 MI. SE  
 SECTION NE 1/4 SEC 8 TOWNSHIP GENOA T 2N R 5E COUNTY LIVINGSTON

RECORDED RIGHT OF WAY NO. 30964

CONDUCTORS		POLES					
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	SET
2	#4	AA	120	A	'S.GN'		
1	#2	ALSR	MR.	B	35'	5	6'

MINIMUM CLEARANCES	
NEAREST POLE TO RAIL	SIDING 7 FT MAIN LINE 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

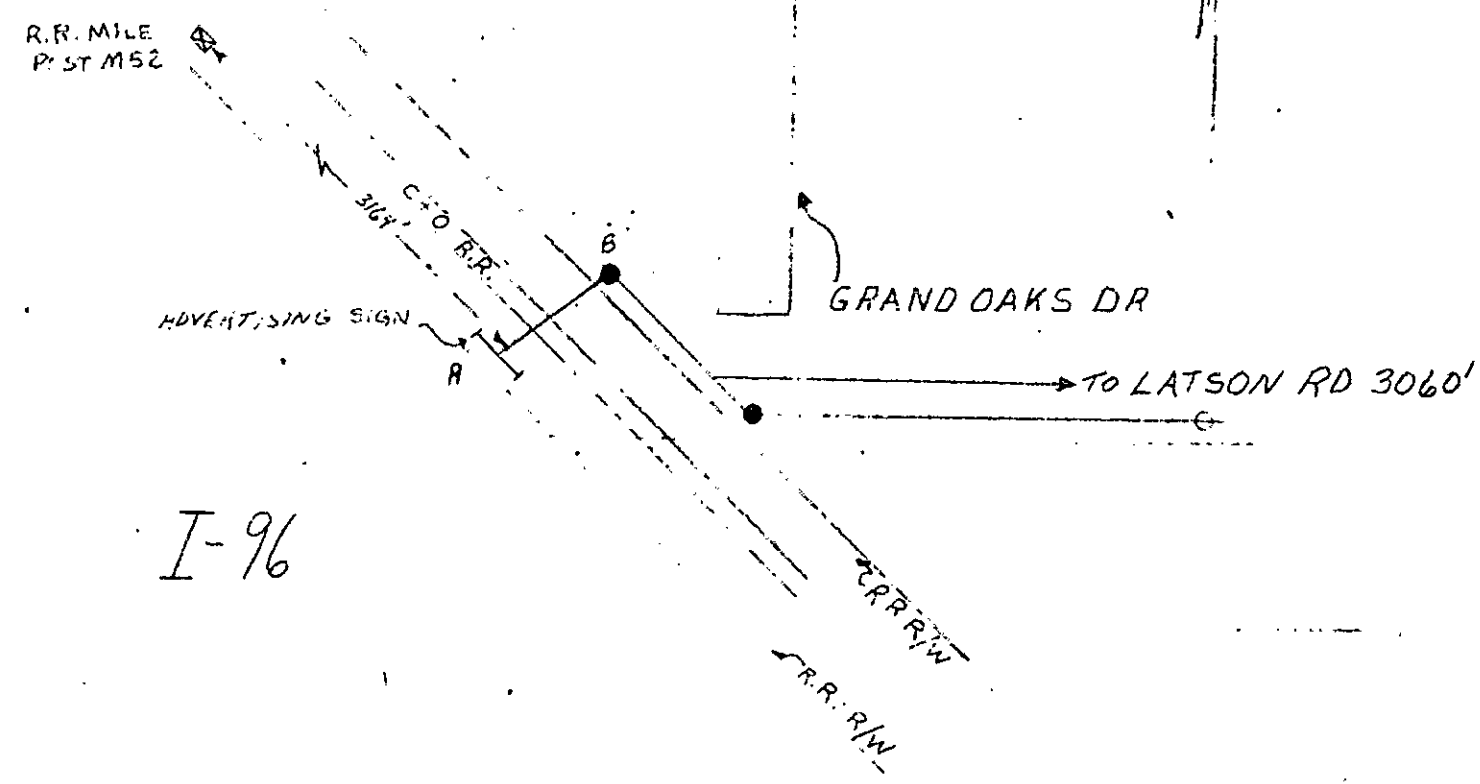
DESIGNED BY C. LARSEN		DIVISION ANN ARBOR	
CHECKED BY J. P. NEFFMAN		SYSTEM ENGINEERING DEPT.	
		DATE 11-17-71	

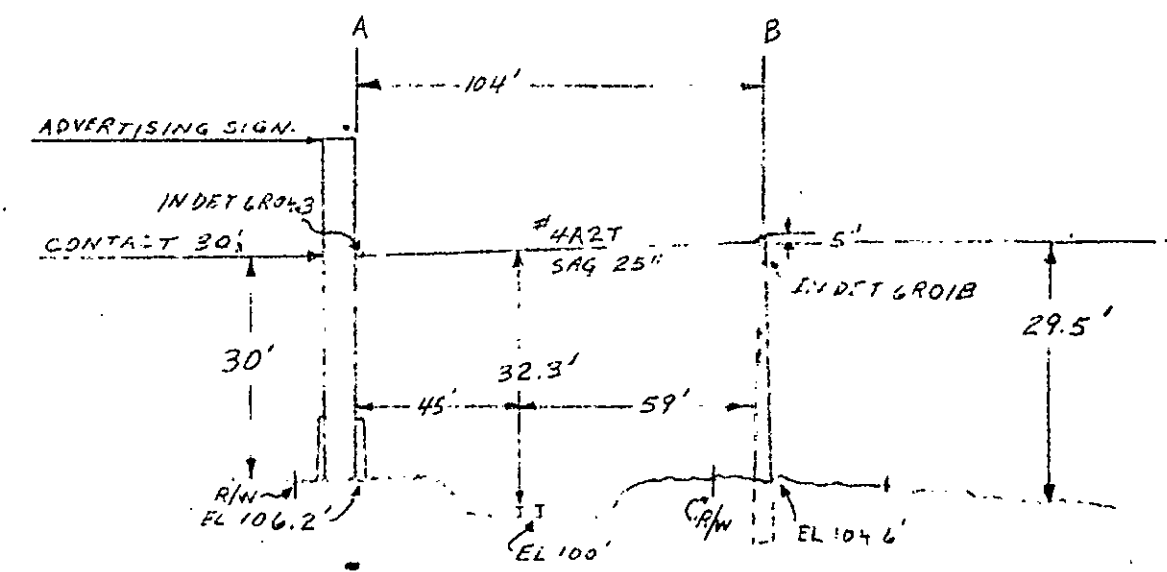
SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R. R. TRACKS	STRINGING SAG	HEIGHT OF LOWEST CONDUCTOR OVER	
			AT 60° F	R. R. TRACKS	R. R. SIGNAL WIRE
A-B	104'	#4A2T	25"	32.3'	NA

SAG TABLE 1  
 RULING SPAN 100'  
 FINAL SAG RATIO 1.31'

R.R. MILE P. ST M52



I-96



ELEVATION LOOKING NORTHWEST

Submit One (1) Copy for each Span to  
Real Estate and Rights of Way Dept.

D.O. No. H-48560

Date 11-22-76

THE DETROIT EDISON COMPANY

RAILROAD CROSSING DATA SHEET

RX 4367

Span A-B

Revision of RX NEW

M.P.S.C. Permit and Date \_\_\_\_\_

Railroad: CHESAPEAKE & OHIO

Facilities: 1 # 42T 120 VOLTS

Location: 50' N.W. OF I-96 & APPROX 100' W. OF GRAND OAKS &  
APPROX 3060' W. OF LATSON RD., 1/2 MI SE OF HOWELL, in  
SECTION 8, NE 1/4, GRAND TOWNSHIP, COUNTY OF LIVINGSTON  
T2N, R3E

System Engineering Dept.

Date 11-22-76

By F.M. Hoffman

RECORDED RIGHT OF WAY NO. 30964

Engineering Department

SENT TO STATE  
4/7/77  
VERBAR  
J. LOUISY



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

December 31, 1976 BI/94

File: 131-2-465 R/X 4367

Mr. John A. Haddow  
Public Agency Coordinator  
The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Dear Mr. Haddow:

This refers to your letter of November 29, 1976, covering a proposed aerial wire line crossing at Station 2481 plus 00, on the Plymouth Subdivision, Michigan Division, near Howell, Livingston County, Michigan.

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 Mr. F. R. Rice, Jr. our Division Manager at Southfield, 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

RECORDED RIGHT OF WAY NO. 30964





# The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

AGREEMENT NO. 18179

THIS AGREEMENT, made as of this 4th day of January, 19 77, between  
THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter called  
"Railway", and THE DETROIT EDISON COMPANY, 2000 Second Avenue, Detroit, Michigan 48226

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) #4 AA - 120 V. cond.,  
and one (1) #2 ACSR - MR  
at a point located at Station 2481 plus 00  
Mile Post --- Feet, Plymouth  
Subdivision, Michigan Division, at or near Howell  
Livingston, County of Michigan, State of Michigan;  
said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in  
accordance with attached Drawing No. RX-4367, dated November 17, 1976  
marked for identification "Exhibit A" ---

--- which are made a part of this agreement and  
said Exhibit "A" and its standards of construction on file with and approved by  
The Michigan Public Service Commission  
which are incorporated herein and made a part hereof by reference; said crossing and the aforesaid facilities and  
appurtenances thereto being hereinafter referred to collectively as "Crossing"; and

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

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

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

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

RECORDED RIGHT OF WAY NO.

30964

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 its standards of construction 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.

RECORDED RIGHT OF WAY NO.

30964

11. Licensee shall pay to Railway upon the execution of this agreement a license fee of FIFTY DOLLARS (\$50.00) 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 TWENTY-FIVE DOLLARS (\$25.00) per annum in advance for each and every year or fraction thereof during which this agreement shall remain in force and effect.

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

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

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

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

Approved as to form:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *J. B. Brent*  
Chief Engineer

THE DETROIT EDISON COMPANY  
Licensee

By *[Signature]*  
ROBERT R. TEWKSBURY, DIRECTOR  
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 30964

**THE DETROIT EDISON COMPANY**

PL 109PM 31 32 3 3/4"

DO H-78560 RX 4367

PROPOSED LINE CROSSING OVER CHESAPEAKE + OHIO R.R. EXISTING PERMIT NUMBER NEW  
Hwy 50' N.W. OF I-96 & APPROX 100' W. OF GRAND OAKS DR. & APPROX 3060' W LATSON RD CITY OF HOWELL L. & M. SE  
 SECTION NE 1/4 SEC 8 TOWNSHIP GEMMA T. 24 R. 5E COUNTY LIVINGSTON

NOTES		CONDUCTORS			POLES					
MATERIALS SHALL BE AS NOTED IN THE CURRENT REVISION OF DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS.		NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	SET	
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN, BUT THE REQUIREMENTS OF THE CURRENT REVISIONS OF ORDER NO'S. 1679 AND 1868 OF MICHIGAN PUBLIC SERVICE COMMISSION WILL BE COMPLIED WITH.  <b>MINIMUM CLEARANCES</b> NEAREST POLE TO RAIL SIDING           7 FT MAIN LINE       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		2	#4	AA	120	A	51.0'			
		1	#2	ACSR	MR	B	35'	E	6'	

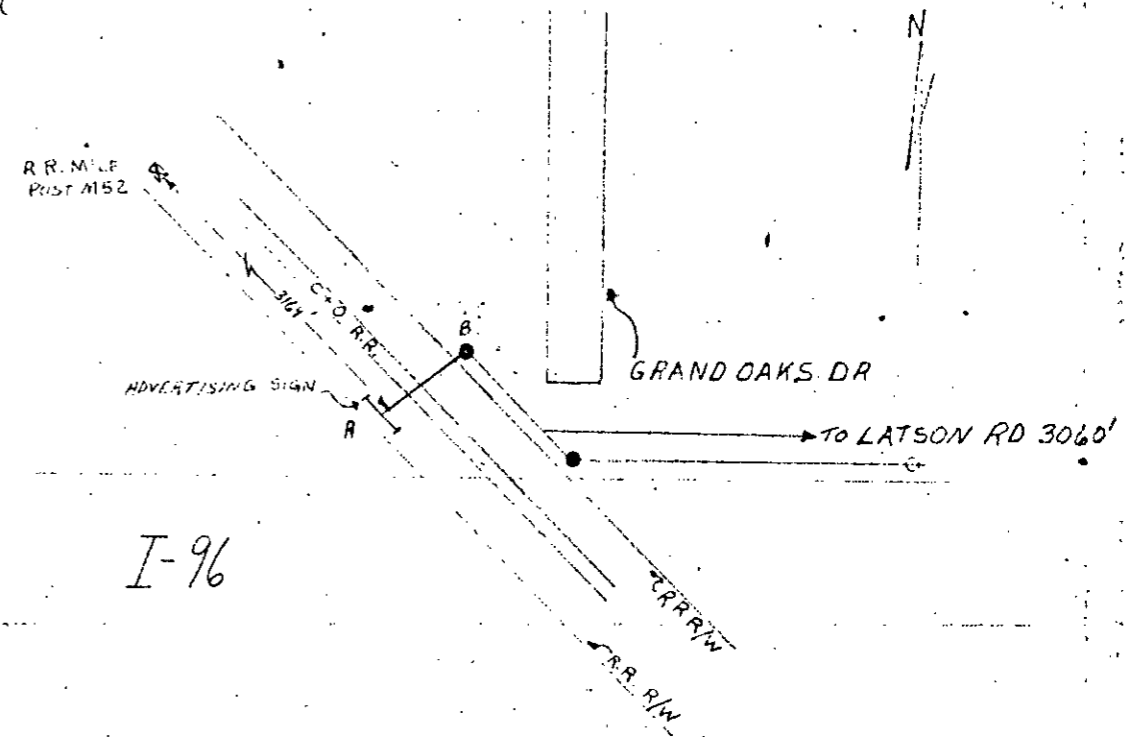
DESIGNED BY <u>C. LARSEN</u>	DIVISION <u>ANN ARBOR</u>
CHECKED BY <u>J.P. Hoff</u>	SYSTEM ENGINEERING
	DEPT. _____ DATE <u>11-17-72</u>

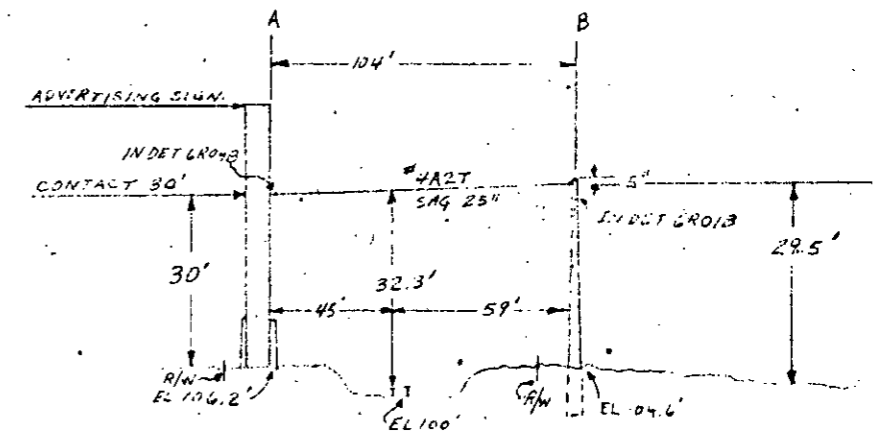
SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R. R. TRACKS	STRINGING SAG AT 60 F	HEIGHT OF LOWEST CONDUCTOR OVER	
				R. R. TRACKS	R. R. SIGNAL WIRE
A-B	104'	#4A2T	25"	32.3'	NA

SAG TABLE 1  
 RULING SPAN 100'  
 FINAL SAG RATIO 1.31'

REC



I-96



ELEVATION LOOKING NORTHWEST