

July 18, 1977

To: Records Center

From: Doreen McLain
Real Estate and Rights of Way Department

Subject: Distribution R/W crossing the Chesapeake and Ohio Railway, Section 35, T3N, R4E, City of Howell, Livingston County, RX-4363

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. 9	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	0737270	1		4363	1	09/576
Payment Frequency 28	Rental 29 33	OH-UG 34 Code	Division 35	County 36	City or Township 38 44	Section 45
A	00075	1	1	05	HOWELL	35
Location 47 50						
1800FTSOFWGRANDDRIVEANDDEOFHIGHLAND						

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

John A. Haddow

JOHN A. HADDOW

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

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.

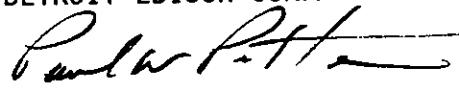
Please indicate your understanding and acceptance of the foregoing by having the duplicate original of this letter executed on your behalf and return to the undersigned. No further revision of the individual license agreements will be necessary to effect the changes set forth in the first sentence of 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. 30971

SEE:
RECORDED RIGHT OF WAY NO. 40790

The Chesapeake and Ohio Railway Company

AGREEMENT NO. 18190

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this 15th day of September, 1976, 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 three (3) #0 AGSR - 13.2 KV
conductors and one (1) #0 ACSR neutral

at a point located at Station 2689 plus 52

Mile Post --- Feet, Plymouth

Subdivision, Michigan Division, at or near Howell

Michigan, County of Livingston, State of Michigan;

said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in
accordance with attached Licensee's Drawing No. RX-4363, dated July 29, 1976 and waiver
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. 30971

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.

30971

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 SEVENTY-FIVE DOLLARS (\$75.00) per annum in advance for each and every year or fraction thereof during which this agreement shall remain in force and effect.

W.C.A.
JWB

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 *JWB*
Its Chief Engineer

THE DETROIT EDISON COMPANY

Licensee

By *W.C. Arnold*
W. C. ARNOLD, DIRECTOR
Real Estate and Rights of Way Dept.

9.24.76

RECORDED RIGHT OF WAY NO. 30941

PROPOSED LINE CROSSING OVER CHE PEAKE & OHIO R.R. IN PRIVATE PROPERTY 1800' S. OF 1333 W. GO. RIVER AVE. APPROX 300' E. OF S. HIGHLANDER WAY
 PERMIT NUMBER NEW CROSSING
 CITY OF HOWELL
 SECTION 35 TOWNSHIP HOWELL RANGE 4E COUNTY LIVINGSTON

PO. A47949 RX 4363

CONDUCTORS		POLES					
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	SET
3	0	ACSR	13.2KV	A	70	1	9'
1	0	ACSR	NEUT.	B	45	4	6.5'
				C	40	4	6'

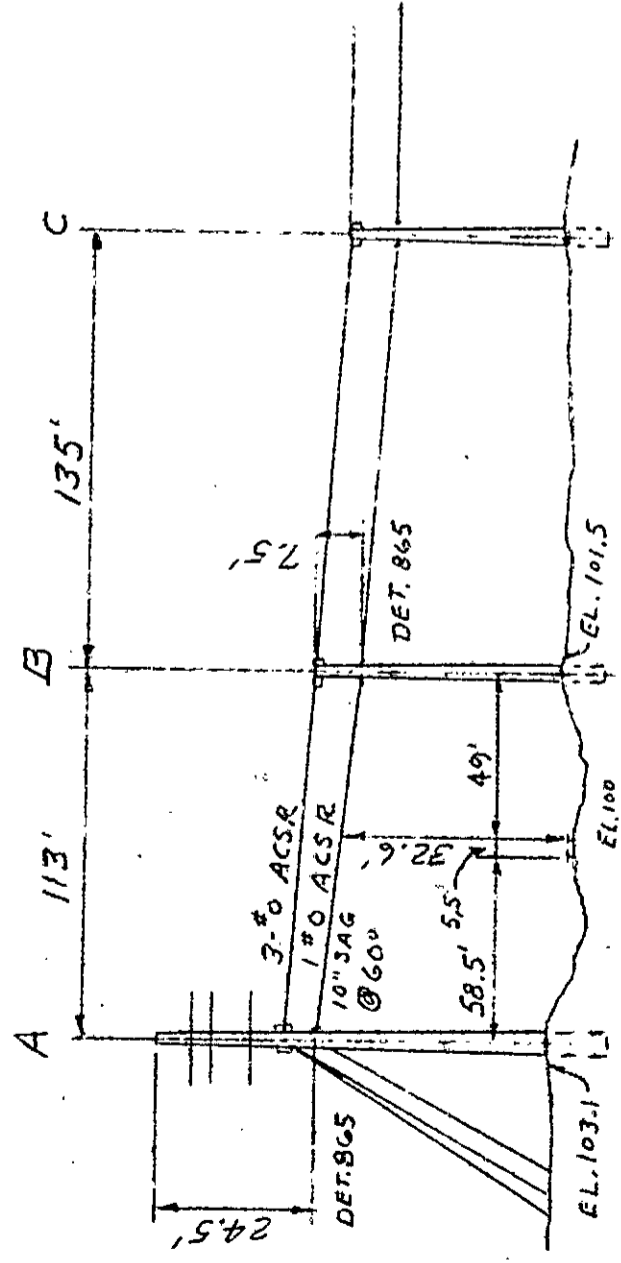
MINIMUM CLEARANCES	
NEAREST POLE TO RAIL	SIDING MAIN LINE
750 - 15,000 VOLTS	27 FT
15,000 - 50,000 VOLTS	28 FT
50,000 - 120,000 VOLTS	30 FT
	33 FT
WIRES OVER R R SIGNAL	
0 - 750 VOLTS	2 FT
750 - 8,700 VOLTS	4 FT
8,700 - 50,000 VOLTS	6 FT
50,000 - 120,000 VOLTS	9 FT

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R. R. TRACKS	STRINGING SAG AT 60° F	HEIGHT OF LOWEST CONDUCTOR OVER R. R. SIGNAL WIRE
A-B	113'	#0 ACSR	10"	32.6'

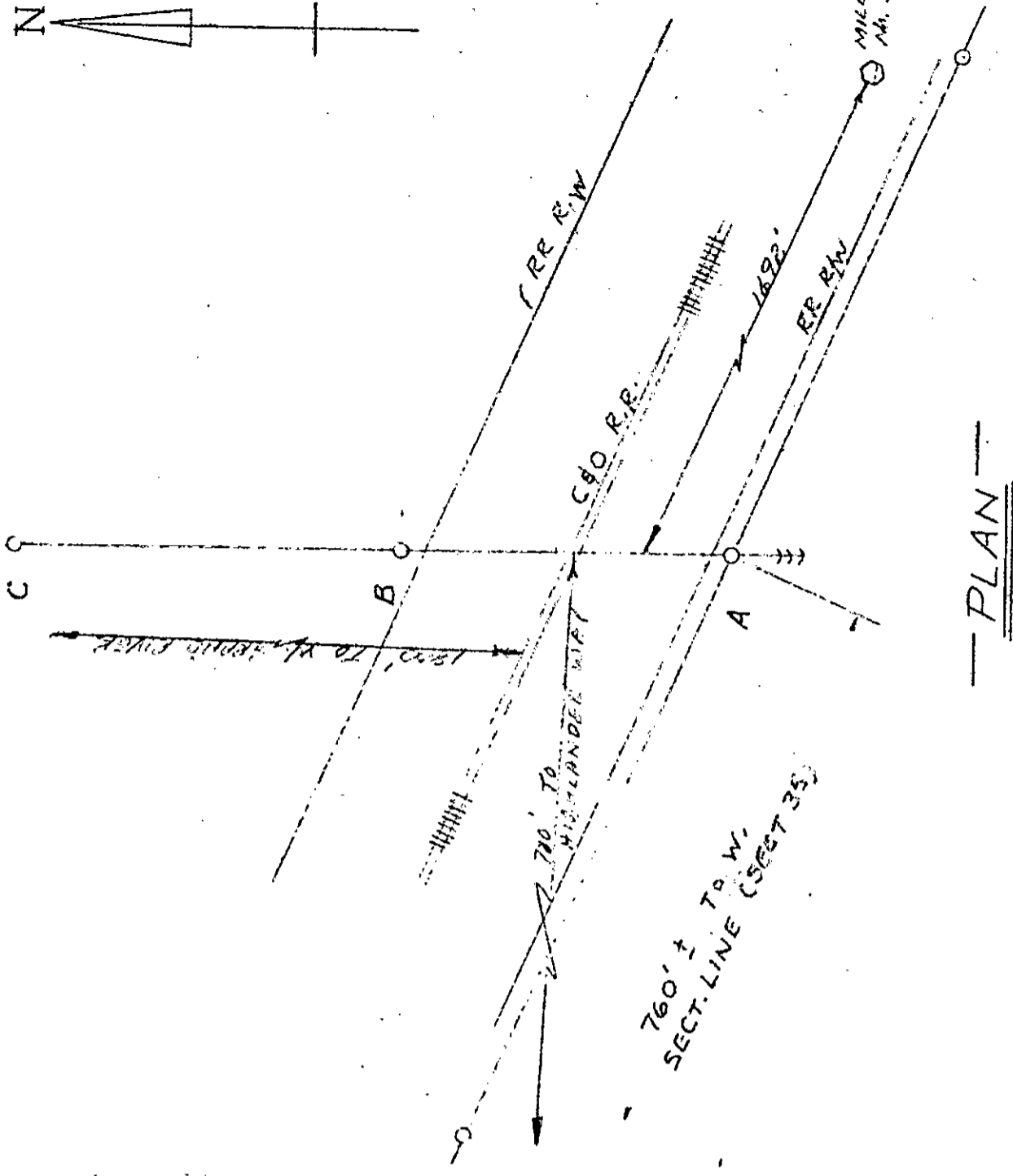
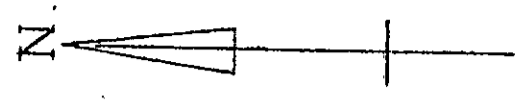
DESIGNED BY M. BULLY SYSTEM ENGINEERING DIVISION HARVILL
 CHECKED BY [Signature] DEPT. DATE 1/2/21

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 MICHIGAN PUBLIC SERVICE COMMISSION WILL BE COMPLIED WITH.

SAG TABLE IV
 RULING SPAN 173
 FINAL SAG RATIO 1.7



ELEVATION LOOKING WEST



PLAN

RECORDED RIGHT OF WAY NO. 30941

**Detroit
Edison**

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

October 21, 1976

File 131-2-134

Mr. J. W. Brent
Chief Engineer
The Chesapeake and Ohio Railway Co.
Operating Headquarters Building
P. O. Box 1800
Huntington, West Virginia 25718

Dear Mr. Brent:

The attached two overhead lines agreements have been signed by W. C. Arnold.

The crossing location is 1800 feet South of 1333 West Grand River and approximately 700 feet East of S. Highlander Way City of Howell, Livingston County, Michigan.

When you have signed for C&O, please return one copy for our file.

Sincerely,



Robert R. Tewksbury
Project Administrator

RRT/dem
Attachments
RX-4363

RECORDED RIGHT OF WAY NO. 30971

Engineering Department



September 15, 1976

File: 131-2-134 BI/92

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

Mr. Robert R. Tewksbury, Project Administrator
Real Estate and Rights of Way Department
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Tewksbury:

This refers to your letter of August 13, 1976 covering proposed aerial wire lines crossing at Station 2689 plus 52, on the Plymouth Sub-division, Michigan Division, at 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

A handwritten signature in black ink that reads "J. W. Brent".

J. W. Brent
Chief Engineer

RECORDED RIGHT OF WAY NO. 30971



Detroit Edison

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

August 13, 1976

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

Proposed Overhead Wire Crossing:

Span A-B

**Three No. 0 ACSR 13,200 volt wires
One No. 0 ACSR Neutral wire**

Station: 2689+52
Location: _____
Sub-Division: Plymouth
Division: Michigan
M.P.S.C. Hearing Waived 11-30-76

The Chesapeake and Ohio Railway Company

J. W. Brent
Chief Engineer-System

Your File _____
C. & O. File ~~8384~~ 131-2-134

Specific Location

**Crossing location is 1800 feet south of West Grand River
and 700 feet East of S. Highlander Way**

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

City/Village Howell Township Section 35, Howell Township

County Livingston Detroit Edison Plan Attached RX-4363 ✓

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.

PLEASE NOTE: Three days' advance notice in writing, of the start of construction shall be submitted to Mr. F. R. Rice, Jr. - Division Manager Southfield, MI

R. M. W. S.
ROBERT R. TEWKSBURY, PROJECT ADMINISTRATOR
REAL ESTATE AND RIGHTS OF WAY DEPARTMENT

RECORDED RIGHT OF WAY NO. 30971

RR # 0737270

~~See 70/8700~~

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

D.O. No. A 47949

Date 8/2/76

THE DETROIT EDISON COMPANY

RAILROAD CROSSING DATA SHEET

RX 4363

Span A-B

RECEIVED
logged
AUG 13 1976

R/E & R/W DEPT:

Revision of RX NEW CROSSING

M.P.S.C. Permit and Date _____

Railroad: Chesapeake and Ohio R.R.

Facilities: Three #0 AC SR 13,200 volts
one #0 AC SR Neutral

Location: In private property 1800' S. of W. Grand
River and 700' E. E. of S. Highlandway in
the City of Howell, Section 35, Howell Twp,
T3N, R4E, Livingston County

System Engineering Dept.

Date 8/2/76

By *C. J. Schipperly*

RECORDED RIGHT OF WAY NO. 30941