Detroit	
ECISC	
To:	Records Center November 11, 1977
From:	Doreen McLain Real Estate and Rights of Way Department
Subject:	Distribution R/W crossing the Chesapeake & Ohio R.R., SE $\frac{1}{4}$ of Section 6, Novi Township, Oakland County,
	TIN, R8E, $RX-3272A$
The atta	iched papers are for records center storage. Information
about th	e completed transaction is shown in the following summary.
	R. INVOICE NO. Update DECO. MP.S.C. NO. OR Facility Agreement B. DECORDS CENTER OR Facility Data
02 6 2	A.P.S.C. NO. OR RECARSY NO
Payme Frequen	
×	AOUII AVXXXX
ſ	
41	Location No PROP 1357 FTWOFWIXOM+WOFEDRIVER
INRR	PROP 1357 FTWOFWIXOM+NOFEDRIVER
	Type Codes N V Agreement
	rised Agreement
The Acc the rent	ounts Payable Department is requested to start or change al payment effective

\_\_\_\_\_

سور بار مقصد به مد معاه

Approver Atheredow

cc: Accounts Payable Service Planning System Engineering Transmission & Distribution

DE FORM RR-IS 3-76CS

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THE DETROIT EDISON COMPANY

# INTERDEPARTMENT CORRESPONDENCE

June 3, 1965

TO RECORDS CENTER:

Attached is fully executed copy of agreement/partit from:

The Chesapeake and Ohio Railway Company

Facilities Covered:

One #2 ACSR 7640 volt wires and one #2 ACSR neutral wire (Span B-C).

Specific Location:

In Railroad property at a point approximately 1357 feet west of the center line of Wixom Road (M-218) and 7200 feet north of Grand River Road (U.S. 16), approximately 1/2 mile southwest of the Village of Wixom.

		58+50 Mile Post Township Novi (Southeast 1/4 of Section 6)
	County Oakland	Detroit Edison Plan NoRX-3272A
	Agreement/Rarmit Date	May 5, 1965 R.R. Plan No
	Preparation Fee <u>None</u>	Annual Rental None
		Agreement datedR/W No
	This is a Supplemental	Agreement and is to be made a part of $R/W$
REFER	a part of R/W No. 9064	estern Railroad Permit No to be made •
		RECORDS CENTER
····	IK	RECEIVED JUN 21 1965 TEXLER MADE TLASSHIED Samuel I. W. Gamble, Supervisor of Rights of Way
	1965 GJS	Properties and Rights of Way Dept.
	Attach.	

April 28, 1965

Mr. T. L. Garlson General Superintendent Signals and Communications The Ghesapeake and Ohio Railway Company Huntington, West Virginia

Dear Mr. Carlson:

## Your Pile No. 131-4-W-7617

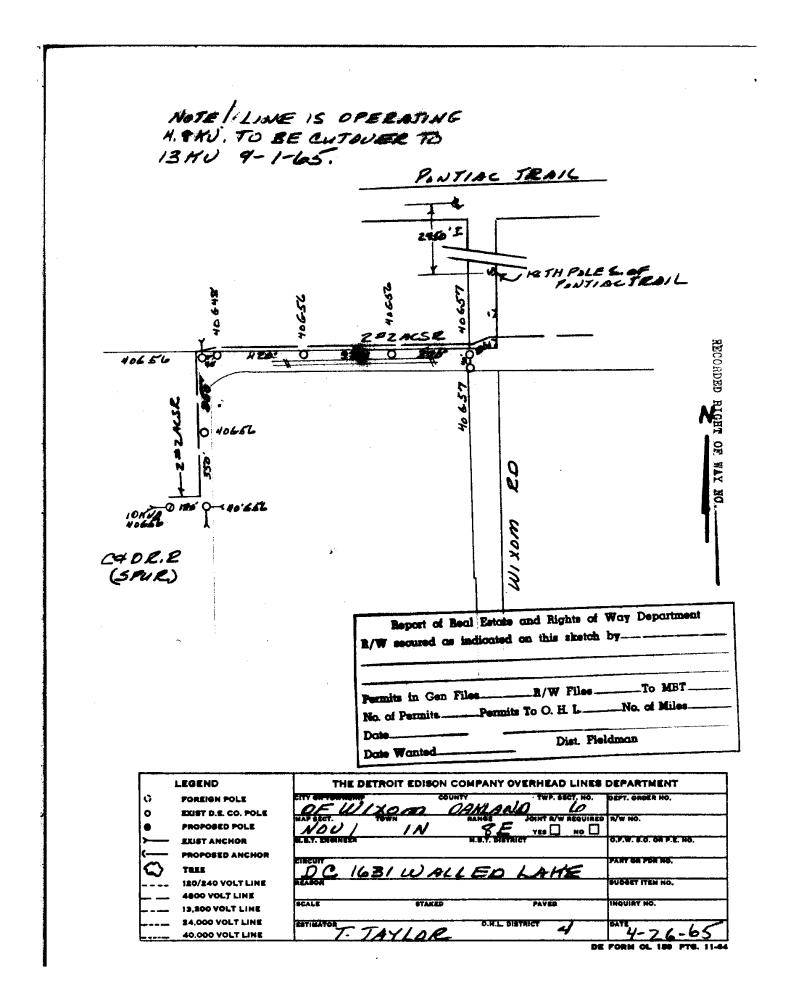
In response to your latters of February 3 and April 23, 1965, our Overhead Lines Department has prepared a drawing, ten copies of which are attached, shewing the route of the aerial power line associated with crossing HX-3272A in Section 6, Hovi Township, Oakland County, Michigan.

This power line provides electric service to The Chesapeake and Ohie Railway Company at this location.

Very truly yours,

L. G. Hedden Properties and Eights of Way Dept. RECORDED RIGHT OF WAY NO. 23184

LOH/gd





THE CHIESAPEAKE AND OFIIO RAILWAY COMPANY Signal and communications department Huntington, W. VA. 25701

April 23, 1965 YE/24

File: 131-4-N-7617

Gen. Supt.-Sigs. & Commu E. A. BURGIN Supt. of Sigs. P. A. FLANAGAN Supt. of Comms.

T. L. CARLSON

I. W. GAMBLE

APR 2 6 1965

PROP.& R/W DEPT.

The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

Attention: Mr. I. W. Gamble

Gentlemen:

Reference is made to your application of January 12, 1965, and attached Plan RX-3272A showing your aerial power line crossing over our track and right of way at Station 58 plus 50 of the spur track serving the Ford Motor Company, on the Toledo Subdivision, at a point 1,357 feet west of 'the center line of Wixom Road and approximately 7,200 feet forth of Grand River (U.S. 16) in Section 6, Town 1 north, Range 8 east, Novi Township, Oakland County, Michigan.

To date we have received no reply to our letter of February 3, 1965, same file as above, asking you to please furnish a drawing showing route on our property of aerial power line associated with the above crossing. Please advise if this line provides service to the C&O Railway Company.

Yours very truly,

Carlson L. Carlson

200	HT EDISON COMPANY MICHIGAN PUBLIC SERVICE COMPANY SEGGEN LETAMENDESION
Detr	OUT -28, MIOHIGAN ElecR & S
Michigan Public Service Commis Lansing 13, Michigan	sion FEB 9 1965 February 5, 1965
Gentlemen:	File

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Chesspeake and Chie Reilroad approximately i wile southwest of the Village of Wixon in the S.E. & of Section 6, Novi Township, T-1M, R-6E, Oakland County, Michigan.

#### Base BeC

One #2 ACSR 7640 volt wire and one #2 ACSR neutral wire over the tracks of the Chesapeake and Ohio Railroad located on Railroad property at a point approximately 1357' west of the conterline of Wixon Road (M-218) and 7200' north of Grand River Road (U.S. 16)

Note: New parmit requested due to the increased in voltage from 4800 volts to 7640 volts.

The proposed wire crossing will be constructed in accordance with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

(x) Enclosed is a waiver of hearing granted by the Railroad Company. (2-2-65)

)Waiver of hearing by the Railroad Company is covered by blanket waiver.

This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. **ID 2-8-4154** dated **1-22-67**.

)This is a new crossing.

Reference number of construction drawing is RX-32724.

Railroad File: 131-4-7617

A Sales

Permit No. 102-8-5486

Yours very truly,

I. V. Gamble Supervisor of Rights of Way Properties and Rights of Way Dept.

TELEPHONE WOODWARD 1-2100

PECORDER RIGHT OF WAY

NG

Date . 2-10-Bv

Check in circle indicates statement applicable.



THE CHESSAPEAKE AND OBHIG RATILWAY COMPANY SIGNAL AND COMMUNICATIONS DEPARTMENT HUNTINGTON, W. VA. 25701

> February 3, 1965-YE/24 File: 131-4-N-7617

> > RECORDED RIGHT OF WAY NO. 23.

The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

Attn: Mr. I. W. Gamble

Gentlemen:

T. L. CARLSON Supt.-Sigs. & Co

E. A. BURGIN Supt. of Sign. P. A. FLANAGAN Supt. of Comme.

> Reference is made to your application of January 12, 1965 with attached Plan RX-3272A showing your aerial power line crossing over our track and right of way at Station 58 plus 50 of the spur track serving the Ford Motor Company, on the Toledo Subdivision, at a point 1,357 feet west of the center line of Wixom Road and approximately 7,200 feet north of Grand River (U.S.16) in Section 6, Town 1 north, Range 8 east, Novi Township, Oakland County, Michigan.

Please furnish a drawing showing route on our property of aerial power line associated with the crossing. Also advise if this power line provides service to C & O Railway Company.

We are not able to locate any existing agreement to cover the occupancy. Please advise date of agreement, if any, covering occupancy and/or crossing.

Yours very truly,

J.L. Carlson

T. L. Carlson General Superintendent Signals and Communications

2-11-65 5 Taylor - OHL. Pontiac Service builter Please furnish us with dialoung as requested. Altalder



THE CHIESAPFAKE AND GHID RAIIWAY COMPANY SIGNAL AND COMMUNICATIONS DEPARTMENT HUNTINGTON, W. VA. 25701

T. L. CARLSON Gen. Supt.-Sigs. & Comms. E. A. BURGIN Supt. of Sigs. P. A. FLANAGAN Supt. of Comms.

February 2, 1965 IE/21, File: 131-4-H-7617.

The Detroit Edison Company, 2000 Second Avenue, Detroit, Michigan 48226.

Attention: Mr. I. W. Gemble.

Gentlemen:

Reference is made to your application of January 12, 1965, with attached Plan RX-3272A, requesting a waiver to permit construction of an aerial power line crossing over our track and right-of-way at Station 58 plus 50 of the spur track serving the Ford Motor Company, on the Toledo Subdivision, at a point 1,357 fest west of the center line of Wixom Road and approximately 7,200 feet north of Grand River (U.S. 16) in Section 6 Town 1 North, Range 8 East, Novi Township, Oakland County, Michigan.

The crossing will consist of one (1) #2 ACSR 7640 wolt wires and one (1) #2 ACSR neutral wire (span B-C), 29.8 feet above top of rails.

The Chesapeake and Ohio Railway Company hereby waives hearing before the Michigan Public Service Commission for permission to construct the above wire line crossing, with the provision that construction shall conform to the specifications of the Michigan Public Service Commission for such wire line crossings.

Yours very truly,

T. L. Carlson, General Superintendent-Signals and Communications.

AREA CODE 313 TELEPHONE 962-2100

PRCORDED RICHT OF WAY NO. 2318.

# The Detroit Edison Company

2000 Second Avenue

DETROIT, MICHIGAN 48228

January 12, 1965

TO: Mr. T. L. Carlson, General Superintendent The Chesapeake and Ohio Railway Company Signals and Communications Department C&O Building, 405 Eleventh Avenue Huntington, West Virginia 25701

We hereby **multify portant** request permission for facilities over your tracks and right of way as follows:

Proposed Crossing To Consist Of: One #2 ACSR 7640 volt wires and one #2 ACSR neutral wire (Span B-C).

Specific Location In Railroad property at a point approximately 1357 feet west of the center line of Wixom Road (M-218) and 7200 feet north of Grand River Road (U.S. 16), approximately 1/2 mile southwest of the Village of Wixom.

58+50

R.R. Valuation Station 40+00 R.R. Mile Post

City/Village\_\_\_\_\_ Township Novi (Southeast 1/4 of Section 6)

County Oakland Detroit Edison Plan Attached <u>BX-32724</u>

This is a New Crossing\_\_\_\_\_\_ This is a Reconstruction of Existing Crossing\_\_\_\_\_

Previous Agreement Information (if any) Date\_\_\_\_\_\_(R. R. Plan)\_\_\_\_\_

Previous Railroad File: W.C. - Wixom

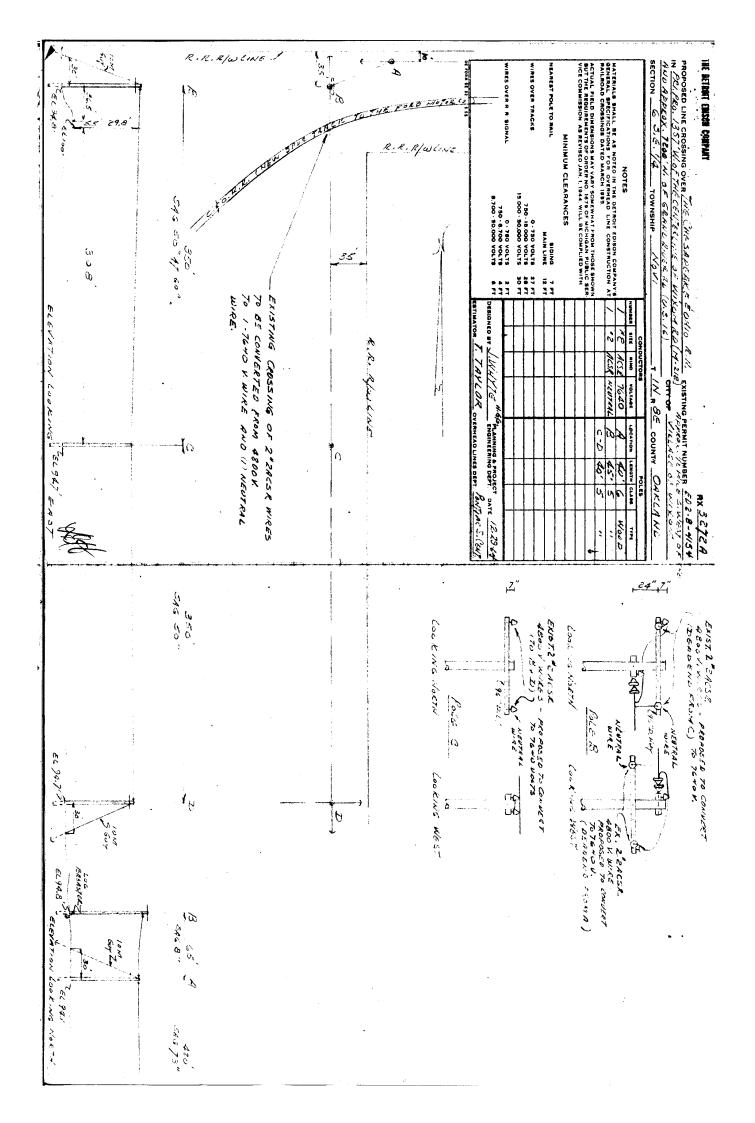
Blanket Waiver of Hearing Covers\_\_\_\_\_ Waiver of Hearing Requested\_<u>In Duplicate</u> (Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

. m. Samuele

I. W. Gamble, Supervisor of Rights of Way Properties and Rights of Way Department

LGH: dal DE FORM PD 187 12-64 CS



	C&O FORM Y-20 Rev, 5-B-61 Made in U. S. A.
The Chesa	apeake and Ohio Railway Company
WI INVOLVING INC	RE AND/OR CABLE LINE CROSSINGS IDENTAL OCCUPANCY OF RAILWAY'S PROPERTY
THIS AGREEMENT, made	and executed in duplicate as of the day of your 19
between THE CHESAPEAKE AN: "Railway", and <b>THE DETROX ED</b>	D OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter calle USON COMPANT, a New York Corporation
hereinafter called "Licensee" (all wo context may require):	ords herein referring to Licensee to be taken of such number and gender as th
WITNESSETH THAT:	
WHEREAS, Licensee desires	to construct, operate and maintain a wire and/or cable line
	and incident thereto Lve (5) anchored guys on Railwa 56 plus 50 spur track serving Ford Metor Company
Mile Post	Feet, Tolodo
Subdivision, Seginew	
, Cour	nty of <b>Carland</b> , State of <b>Michigan</b>
said crossing, together with the new	cessary poles, towers, conduits, fixtures and appurtenances thereto, being of's Drawing RISS72A dated December 29, 1964
accordance with attached	
	marked for identification "Exhibit A ed April 26, 1965, marked for identification Exhibit "B"
	ed April 26, 1965, marked for identification Exhibit "B"
accordance with attached	

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

association which now or may hereafter have any such facilities on Railway's right of way at or in the vicinity 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

## Exhibit A, Exhibit B and its standards of construction on file with and approved

#### by the Michigan Public Service Commission.

and in such manner as not to interfere in any way with the facilities, business or operations of Railway, or of any OTHER FACILITIES and use material and workmanship satisfactory to the General Superintendent-Signals and Communications, 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, 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 said 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 located on Railway's property, and shall promptly comply with all governmental and/or municipal rules and regulations covering the operation of said CROSSING.

11. Railway agrees to waive the enstemmy memotary charges on the basis of the erossing mil apportenances covered by this agreement are to provide service solely to the Railway.

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in a

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

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successors and assigns 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

Assistant Ceneral Solicitor

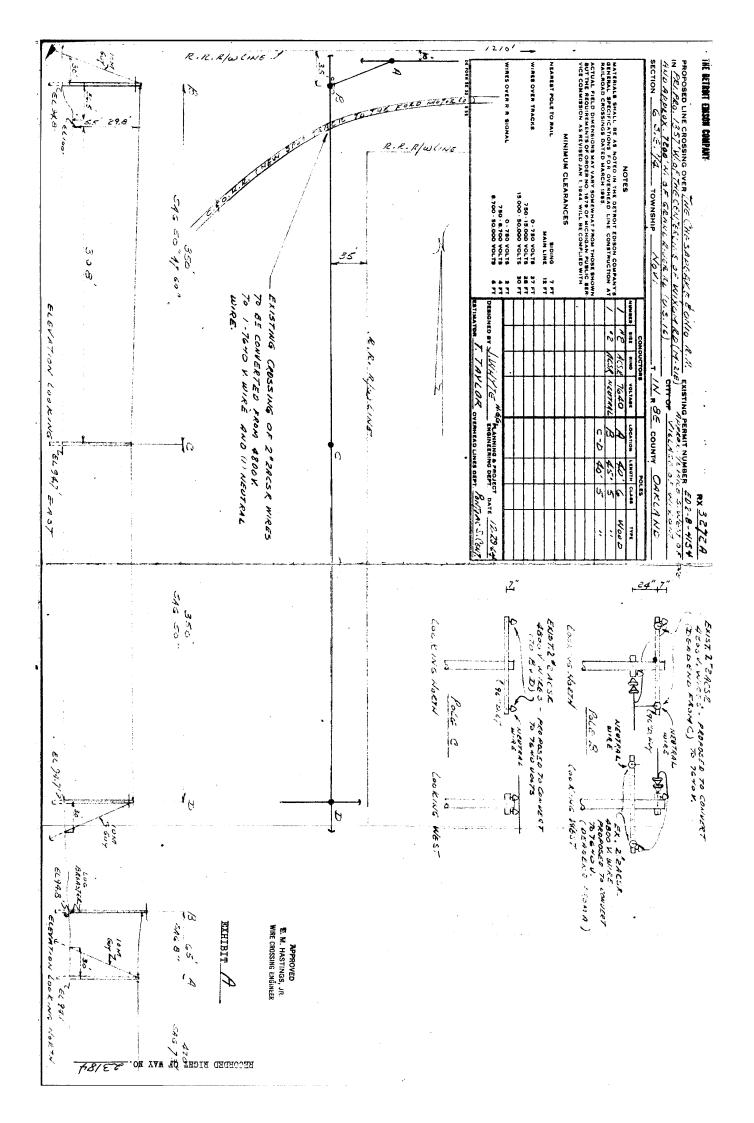
Approved: ssistant Chief Engineer

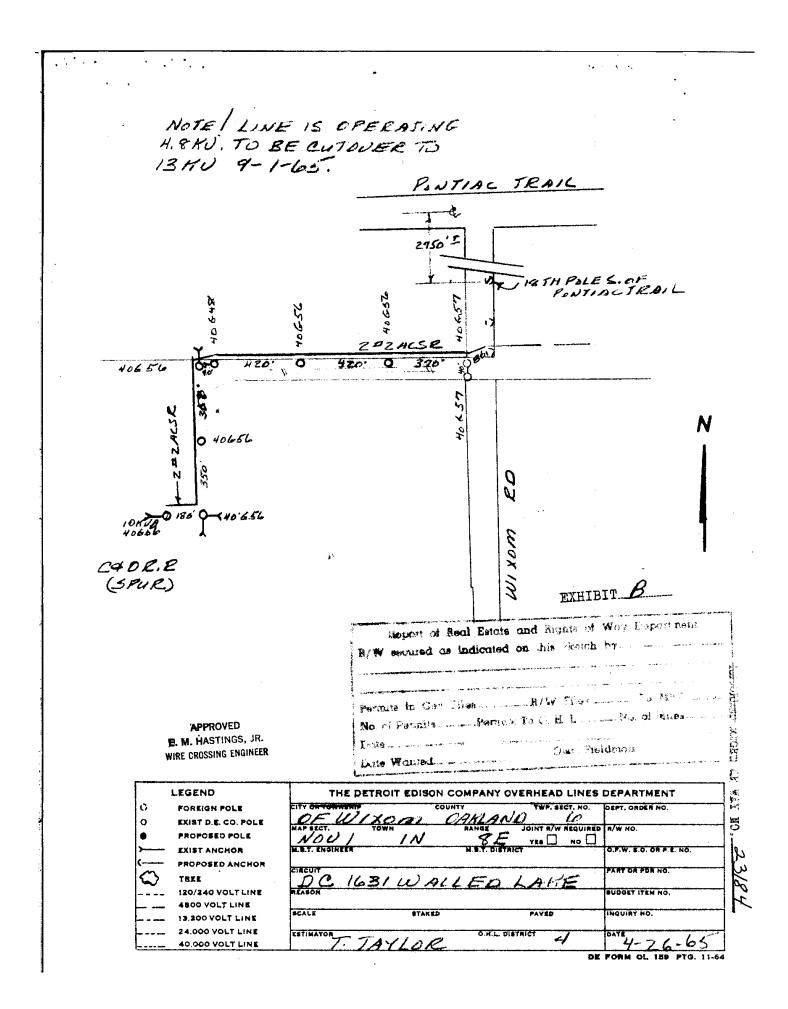
Licensee

General Superintendent—Signals and Communications

DIRECTÓR PROPERTIÉS AND RIGHT OF WAY DEPARTMENT

(Title)





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THE CHESAPEAKE AND CHIC RAILWAY COMPANY SIGNAL AND COMMUNICATIONS DEPARTMENT HUNTINGTON, W. VA. 25701

## May 26, 1965 JF/23

T. L. CARLSON Gen. Supt.-Sigs. & Comms. E. A. BURGIN Supt. of Sigs. P. A. FLANAGAN Supt. of Comms.

File: 131-4-N-7617

J. W. GAMBLE V> JUN 1 1965

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Mr. I. W. Gamble, Supervisor The Detroit Edison Company 2000 Second Avenue Detroit 26, Michigan

Dear Mr. Gamble:

This refers to your letter of May 20, 1965, file RX-3272A, returning proposed agreement dated May 5, 1965, covering an aerial power line crossing at Station 58 plus 50 Spur Track serving Ford Motor Company, on our Toledo Subdivision, Saginaw Division, near Wixom, Oakland County, Michigan.

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

Yours very truly,

T. L. Carlson General Superintendent Signals and Communications

TELEPHONE WOODWARD 2-2100

## The Detroit Edison Company

2000 Second Avenue Detroit 26, Michigan

May 20, 1965

Railroad File No. 131-4-8-7617

Mr. T. L. Carlson, General Superintendent The Chesapeake and Ohio Railway Company Signals and Communications Department C&O Building, 405 Eleventh Avenue Huntington, West Virginia 25701

#### Dear Mr. Carlson:

We are returning agreement **presention**, in duplicate, covering our facilities over your tracks and/or right of way as shown on our Plan **RX-3272A**, and located as follows:

In Hailroad property at a point approximately 1357 feet West of the center line of Wixom Road (M-218) and 7200 feet North of Grand River Road (U.S. 16), approximately 1/2 mile Southwest of the Village of Wixom. (Tour Station 58+50)

City/Village\_\_\_\_\_ Township, Hovi, Southeast 1/4 of Sec. 6

County \_\_\_\_\_. The agreement/

for our Company.

Will you please return one fully executed copy of this

agreement/permet to us for our records.

Yours very truly,

Supervisor of Rights of Way Properties and Rights of Way Dept.

ING/LOH/mnt Enclosures

DE FORM PD 186 6-63 CS



THE CHESAPEAKE AND OHIO RAILWAY COMPANY SIGNAL AND COMUNICATIONS DEPARTMENT

HUNTINGTON, W. VA. 25701

T, L. CARLSON Gen. Supt.-Sigi. & Comms. E. A. BURGIN Supt. of Sigi. P. A. FLANAGAN Supt. of Comma.

May 12, 1965 JF/21, File: 131-4-N-7617.

I. W. GAMBLE MAY 13

RECORDED RIGHT OF WAY NO .-

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

i.

Dear Mr. Gamble:

This refers to your letter of January 12, 1965, file RX-3272-A, covering a proposed aerial power line crossing over our tracks with 7 poles and 5 anchored guys, Station 58 plus 50 spur track serving Ford Motor Company on our Toledo Subdivision, Saginaw Division.

Enclosed is proposed agreement with the request that you kindly have executed on behalf of the Edison Company.

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Yours very truly,

T. L. Carlson, General Superintendent-Signals and Communications.