

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

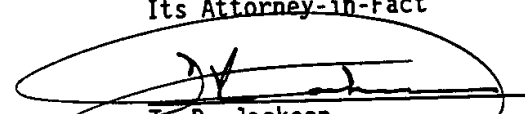
Mr. Thomas Wilson  
Detroit Edison Company  
2000 Second Avenue  
Detroit, MI 48226

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 MAY NO. 23529

SEE!  
RECORDED RIGHT OF MAY NO. 49790

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

October 29, 1971

TO RECORDS CENTER:

Amendment

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

The Chesapeake and Ohio Railway Company Railroad File No. 131-4-11921(Crossing 1&2)

Facilities Covered:

Crossing No. 1- Two 345,000-volt transmission circuits with two ground wires.

Crossing No. 2 - Two 345,000-volt transmission circuits with two ground wires.

(Shield wires added <sup>under</sup> power lines over tracks for each crossing)

Specific Location:

Crossing No. 1 - In private property approximately 1720 feet South of Pontiac Trail Road and approximately 2600 feet East of Wixom Road.

Crossing No. 2 - In private property approximately 2200 feet South of Pontiac Trail Road and approximately 2600 feet East of Wixom Road.

Crossing #1 - 11020 + 25

R. R. Valuation Station #2 - 11023 + 30 Mile Post \_\_\_\_\_

City/Village ~~XXXXXXXX~~ Wixom Township Novi, Section 5

County Oakland Detroit Edison Plan No. RX-3726C

Amendment

Agreement/~~POWER~~ Date 9-24-71 R. R. Plan No. Used DECo. Plan

Preparation Fee \_\_\_\_\_ Annual Rental Remains the same (\$150.00 for each 5-yr period)

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. \_\_\_\_\_

Amendment

This is a ~~Supplemental~~ Agreement and is to be made a part of R/W 23509

Attached Grand Trunk Western Railroad Permit No. \_\_\_\_\_ to be made a part of R/W No. 9064.

RECORDS CENTER
RECEIVED NOV 1 71
11:00 AM
HB:dmk

*I. W. Gamble*  
 I. W. Gamble, Supervisor of Rights of Way  
 Real Estate and Rights of Way Department

23509

STATE OF MICHIGAN  
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

ED2-8-6909

Standard Railroad Wire-Crossing Permit No. ....

In Re Application of **The Detroit Edison Company**  
**2000 Second Avenue**  
**Detroit, Michigan 48226**

Pursuant to Act No. 171 of the Session Laws of 1893, as amended, application having been made to Michigan Public Service Commission by said **The Detroit Edison Company**

for permission to string wires across the tracks of the **Chesapeake and Ohio Railway Company**

and said

**The Detroit Edison Company** having conformed to the Commission's rules governing the filing of notices and issuing of permits for the construction of electrical lines and said rail way company having waived the right of notice and hearing provided for in said act **THEREFORE**, It is ordered that said

**The Detroit Edison Company** be permitted to string the following described wires across the tracks of said railroad at the following described place:

City of  
Wixom  
  
County of  
Oakland  
  
State of  
Michigan

Crossing No. 2, crossing of two (2) 345 KV, 60 Hz, 3 phase, 3 wire, transmission circuits, known as Wayne-Pontiac and Argenta-Pontiac 345 KV Lines, on one (1) double circuit steel tower line, with two (2) ground wires and fifty-three (53) shield wires on wood H-frame structures, located at a point approximately 2200' south of Pontiac Trail Road and approximately 2600' east of Wixom Road, Novi Township, Section 5, T1N, R2E  
12 - 954 NCM 54/7 ACER phase conductors  
(2 - conductors bundled per phase wire)  
2 - 159 NCM 12/7 ACER ground wires  
53 - 3/16" ERS steel shield wires

Per Drawings ED-3726C

as indicated on the attached plans, when, as and if approved. and ED4-7681

At the point of crossing said wires shall be installed in accordance with this Commission's rules and regulations.

Given under our hands and the Official Seal of this Commission at the City of Lansing, State of Michigan, this thirtieth day of September  
A.D. 19 71

MICHIGAN PUBLIC SERVICE COMMISSION

Willis F. Ward

.....  
Chairman,

Lenton G. Sculthorp

.....  
Commissioner,

Countersigned

Earl B. Klomparsen

.....  
Secretary

William R. Falls

.....  
Commissioner.

23809

STATE OF MICHIGAN SS.  
Office of the Michigan Public Service Commission

I, Earl B. Klomprens, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of **Railroad Wire Crossing Permit**  
No. ED2-8-6909

with the original, and that it is a true and correct transcript therefrom, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed  
the seal of the Commission, at Lansing, this **thirtieth**  
day of **September** in the year of our Lord  
one thousand nine hundred **seventy-one**

*Earl B. Klomprens*  
Secretary

202-09

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

September 17, 1971

Mr. R. C. Tench, Chief Engineer  
Chesapeake and Ohio Railway Company  
C & O Building, 405 Eleventh Avenue  
P. O. Box 1800  
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

Two 345,000-volt transmission circuits with two ground wires. (Crossing No. 1)

(Shield wire on wood poles added under power lines and over tracks, as shown on ED-4-7681 for each Crossing.)

Specific Location

IN private property approximately 1720 feet South of Pontiac Trail Road and approximately 2600 feet East of Wixom Road.

Station 11020 plus 25  
Location  
Sub-Division Toledo  
Division Detroit Terminal  
M.P.S. of Hearing Waiver  
The Company's  
R.R. Valuation Station  
R.R. Mile Post  
City/Village  
Township  
County  
Detroit Edison Plan Attached  
This is a New Crossing  
This is a Reconstruction of Existing Crossing  
Previous Agreement Information (if any) Date  
Supplemental dated  
File No.  
Blanket Waiver of Hearing Covers  
Waiver of Hearing Requested  
(Waiver of Hearing to be mailed to applicant listed below)

R. R. Valuation Station 11020 + 25 R. R. Mile Post \_\_\_\_\_

City/Village Wixom Township Novi, Section 3

County Oakland Detroit Edison Plan Attached RX-3726C

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

Previous Agreement Information (if any) Date 12-29-65 and \_\_\_\_\_ (R. R. Plan) Used DECo. Plan

Supplemental dated 5-31-67  
File No. 131-4-N-8050 (1965) and File No. 131-4-8893 (1967)

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.

*I. W. Gamble*

I. W. Gamble, Supervisor of Rights of Way  
Real Estate and Rights of Way Department

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

AREA CODE 313  
TELEPHONE 962-2100

TO:

September 17, 1971

Mr. R. C. Tench, Chief Engineer  
Chesapeake and Ohio Railway Company  
C & O Building, 405 Eleventh Avenue  
P. O. Box 1800  
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

Two 345,000-volt transmission circuits with two ground wires. (Crossing No. 2)

(Shield wire on wood poles added under power lines and over tracks, as shown on ED-4-7681 for each crossing)

Specific Location

In private property approximately 2200 feet South of Pontiac Trail Road and approximately 2600 feet East of Wixom Road.

R. R. Valuation Station 11023 + 30 R. R. Mile Post \_\_\_\_\_  
City/Village XXXXXX Wixom Township Novi, Section 5  
County Oakland Detroit Edison Plan Attached RX-3726C  
This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing X  
Previous Agreement Information (if any) Date 12-29-65 and (R. R. Plan) Used DECo. Plan  
Supplemental dated 5-31-67  
File No. 131-4-N-8050 (1965) and File No. 131-4-8893 (1967)  
Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested \_\_\_\_\_  
(Waiver of Hearing to be mailed to applicant listed below) in duplicate

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

I. W. Gamble  
I. W. Gamble, Supervisor of Rights of Way  
Real Estate and Rights of Way Department

RECORDED  
INDEXED  
OCT 1 1971  
DETROIT EDISON COMPANY

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

September 17, 1971

Mr. R. C. Tench, Chief Engineer  
Chesapeake and Ohio Railway Company  
C & O Building, 405 Eleventh Avenue  
P. O. Box 1800  
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

Two 345,000-volt transmission circuits with two ground wires. (Crossing No. 1)

(Shield wire on wood poles added under power lines and over tracks, as shown on ED-4-7681 for each Crossing.)

Specific Location

IN private property approximately 1720 feet South of Pontiac Trail Road and approximately 2600 feet East of Wixom Road.

R. R. Valuation Station 11020 + 25 R. R. Mile Post \_\_\_\_\_

City/Village ~~XXXX~~ Wixom Township Novi, Section 3

County Oakland Detroit Edison Plan Attached RX-3726C

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

Previous Agreement Information (if any) Date 12-29-65 and \_\_\_\_\_ (R. R. Plan) Used DECo. Plan

Supplemental dated 5-31-67  
~~File No. 131-4-N-8050 (1965) and File No. 131-4-8893 (1967)~~

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.

I. W. Gemble, Supervisor of Rightsof Way  
Real Estate and Rights of Way Department

HB:dmk

RECORDED RIGHT OF WAY NO. 10009

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

September 17, 1971

Mr. R. C. Tench, Chief Engineer  
Chesapeake and Ohio Railway Company  
C & O Building, 405 Eleventh Avenue  
P. O. Box 1800  
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

Two 345,000-volt transmission circuits with two ground wires. (Crossing No. 2)

(Shield wire on wood poles added under power lines and over tracks, as shown on ED-4-7681 for each crossing)

Specific Location

In private property approximately 2200 feet South of Pontiac Trail Road and approximately 2600 feet East of Wixom Road.

R. R. Valuation Station 11023 + 30 R. R. Mile Post \_\_\_\_\_

City/Village ~~XXXXXX~~ Wixom Township Novi, Section 5

County Oakland Detroit Edison Plan Attached RX-3726C

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

Previous Agreement Information (if any) Date 12-29-65 and (R. R. Plan) Used DECo. Plan

Supplemental dated 5-31-67  
File No. 131-4-N-8050 (1965) and File No. 131-4-8893 (1967)

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.

I. W. Gamble, Supervisor of Rights of Way  
Real Estate and Rights of Way Department

RECORDED  
RIGHT OF WAY NO. 131-4-8893



INTERDEPARTMENT CORRESPONDENCE

June 19, 1967

TO RECORDS CENTER:

Letter Supplement

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

The Chesapeake and Ohio Railway Company

Facilities Covered: Two 345,000 volt transmission circuits with two ground wires known as the Wayne-Pontiac and the Argenta Pontiac Transmission Lines. Crossing No. 1 and No. 2.

REFERRED TO

Specific Location: Crossing #1 - In Railroad property approximately 1720 feet South of Pontiac Trail Road and approximately 2600 feet East of Wixom Road.

Crossing #2 - In Railroad property approximately 2200 feet South of Pontiac Trail Road and approximately 2600 feet East of Wixom Road.

11020 plus 25 (Crossing #1)

R. R. Valuation Station 11023 plus 30 Mile Post \_\_\_\_\_  
(Crossing #2)

City/Village \_\_\_\_\_ Township Novi, Section 5

County Oakland Detroit Edison Plan No. RX 3726A

Letter Supplemental  
~~Agreement/Permit~~ Dated May 31, 1967 R. R. Plan No. Used DECo. Plan

Preparation Fee \_\_\_\_\_ Annual Rental Remains the same

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. \_\_\_\_\_

This is a Supplemental Agreement and is to be made a part of R/W 23509

Attached Grand Trunk Western Railroad Permit No. \_\_\_\_\_ to be made a part of R/W No. 9064.

**RECORDS CENTER**  
 RECEIVED JUN 20 1967  
 TICKLER MADE  
 CLASSIFIED

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

RECORDED RIGHT OF WAY NO. 23809



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

B. G. NASH  
General Manager

GENERAL MOTORS BLDG.  
DETROIT, MICHIGAN 48202

May 31, 1967 IE/36  
File 131-4-8093

I. W. GAMBLE

JUN 13 1967

PROP. & R/W DEPT.

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Gentlemen:

This refers to our agreement dated December 29, 1965, covering two (2) aerial power line crossings at Stations 11020 plus 25 and 11023 plus 30, Toledo Subdivision, Saginaw Division, Oakland County, Michigan, and to your recent request to reconstruct the said crossing at Station 11023 plus 30 covered by the aforesaid agreement as shown on Drawing No. RX-3726-A dated November 2, 1965, last revised March 31, 1967 and made a part hereof.

This will constitute Railway's consent and approval of the said reconstruction with the understanding that it shall be deemed to be included in the premises and facilities covered by the aforesaid agreement, dated December 29, 1965, as fully though it had originally been described therein and covered thereby; it being understood and agreed that, except as hereby amended, said agreement shall continue unaltered and in full force and effect.

Please sign this letter, which is submitted in duplicate, in the space provided below, returning the ribbon original to the undersigned.

Yours very truly,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By [Signature]  
General Manager

Checked  
mae  
sub. of  
Dets

The foregoing is hereby acknowledged  
and agreed to this 11th day  
of June, 1967.

THE DETROIT EDISON COMPANY

By [Signature]  
Director  
Properties and Rights of Way

APPROVED AS TO FORM  
RECORDED NIGHT OF WAY NO. 23509

DATA SHEET TO ACCOMPANY DRAWING RX-3726A

Revision of Crossing RX-3726

Covered Under Permits ED-2-8-5704 and ED-2-8-5705

Name of Company

The Detroit Edison Company

Names and Locations of Crossings

Crossing of the "Wayne-Pontiac" and the "Argenta-Pontiac" 345KV transmission lines over the C&O Railroad at two locations: Crossing No. 1 is approximately 1720 ft. south of Pontiac Trail Road, and Crossing No. 2 is approximately 2200 ft. south of Pontiac Trail Road. Both crossings are approximately 2600 ft. east of Wixom Road in Section 5, Novi Township, Oakland County, Michigan.

Circuits

Two - 345,000 volt, 60 cycle, 6 - wire, 3 phase transmission circuits with two ground wires at each crossing.

Tower and Crossarms

Per attached photostats #T-9975

Conductors

Two - 954 Mcm 54/7 ACSR conductors per phase with 18" sub spacing and two - 159 Mcm 12/7 ACSR ground wires at each crossing.

Insulators

Proposed 17 - 5-3/4" x 10" O.B. #32440 or equivalent in suspension.

Guy and Guy Attachments

None

Guy Clamps and Insulators

None

Guy Anchor and Anchor Rods

None

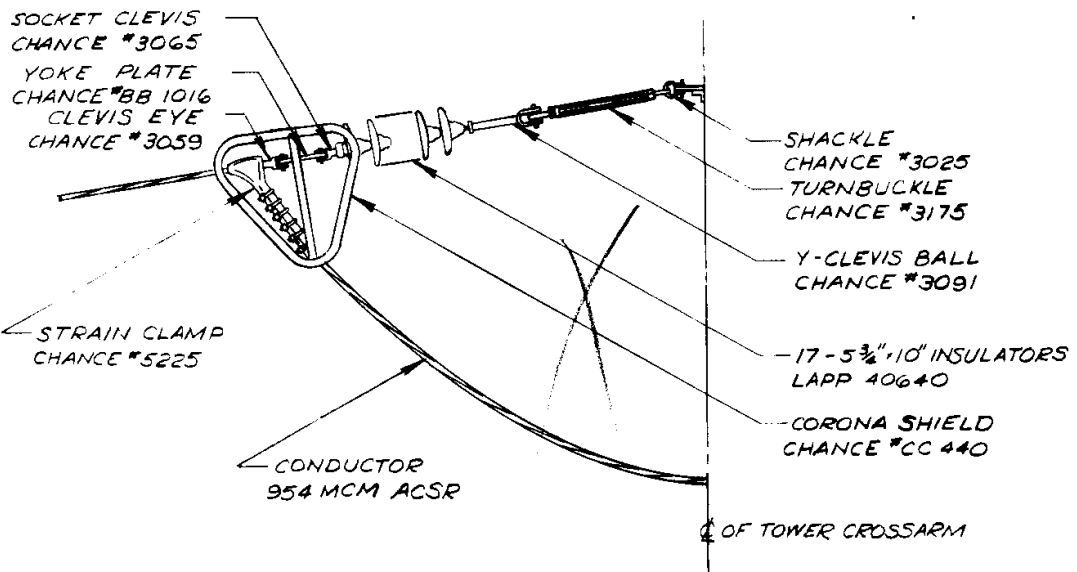
Suspension Details

As shown on attached drawing No. ED-5924.

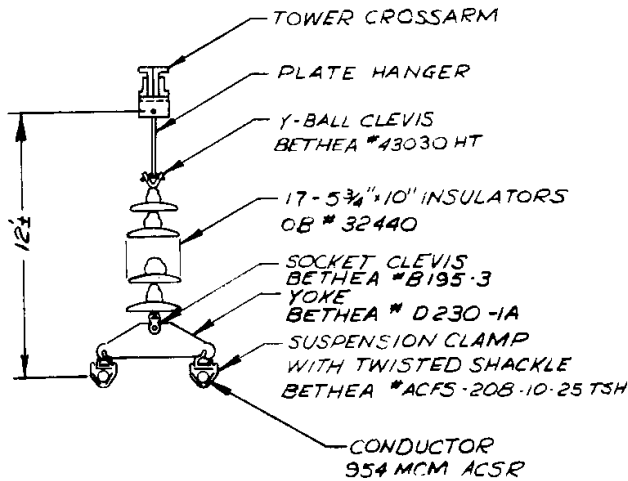
RECORDED RIGHT OF WAY NO. 23309

APPROVED  
E. M. HASTINGS, JR.  
ASST. UTILITIES ENGINEER

General Engineering Department  
ROS/jas  
3/31/67



DEAD END DETAILS  
TOWER: #



SUSPENSION DETAILS  
TOWER: # 8800, 8801, & 8802

APPROVED  
E. M. HASTINGS, JR.  
WIRE GRADING ENGINEER

EXHIBIT B

RECORDED RIGHT OF WAY NO. 23502

345 KV. SUSPENSION AND DEAD-  
END DETAILS

APPROVED <i>JSM</i>	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
LAYOUT BY R.O. STURDY	DRAWN BY R.O. STURDY	
DATE 10/12/65	DRAWING NUMBER	
SCALE NONE	ED-5924	



WILLIAM HENSCHELL, JR.  
GENERAL MANAGER

THE CHESAPEAKE AND OHIO RAILWAY COMPANY  
THE BALTIMORE AND OHIO RAILROAD COMPANY  
ONE NORTHLAND PLAZA  
SOUTHFIELD, MICHIGAN 48075

September 24, 1971 IF/41  
File: 131-4-11921

I. W. GAMBLE

OCT 21 1971

R/E & R/W DEPT:

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Gentlemen:

This refers to our agreement dated December 29, 1965, amended May 31, 1967, covering two (2) aerial power line crossings at Stations 11020 plus 25 and 11023 plus 30, near Wixom, Toledo Sub-division, Detroit Terminal Division, Oakland County, Michigan, and to your recent request to reconstruct the said crossings covered by the aforesaid agreement, whereby the new facilities will consist of two (2) 945,000 volt, 6-wire, 3 phase transmission circuits, two (2) ground wires and fifty three (53) 3/16" EHS steel shield wires as shown on your Drawings KK-3726-C, dated July 30, 1971 and ED4-7681, dated 8-30-71 attached hereto and made a part hereof.

This will constitute Railway's consent and approval of the said reconstruction with the understanding that said new facilities be subject to the terms and conditions of and covered by the aforesaid agreement as fully as though they had originally been described therein and covered thereby; it being understood and agreed that, except as hereby amended, said agreement shall continue unaltered and in full force and effect.

Please sign this letter, which is submitted in duplicate, in the space provided below, returning the original to the undersigned.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *W. Henschell*  
General Manager

ST. GENERAL ATTORNEY

APPROVED AS TO FORM

The foregoing is hereby acknowledged and agreed to this 28 day of OCTOBER, 1971.

THE DETROIT EDISON COMPANY  
By *W. C. Arnold*  
Director  
Real Estate and Rights of Way Department

*JHM*  
*10-20-71*

Approved:  
*S. G. Davis*

APPROVED:  
*W. K. Kester*  
Superintendent

*Rx 3726C*

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

February 2, 1966

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company

Facilities Covered: One 345,000 volt, 60-cycle, 6-wire, 3-phase transmission circuit with two ground wires. Crossing #1 and #2

Part of Wayne-Pontiac Transmission Line.

Specific Location: Crossing #1 - In Railroad property approximately 1720 feet South of Pontiac Trail Road and approximately 2600 feet East of Wixom Road.

Crossing #2 - In Railroad property approximately 2200 feet South of Pontiac Trail Road and approximately 2600 feet East of Wixom Road.

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

City/Village \_\_\_\_\_ Township Novi, Section 5

County Oakland Detroit Edison Plan No. RX-3726

Agreement/~~Permit~~ Date December 29, 1965 R. R. Plan No. Used DE Co. Plan

Preparation Fee \$25.00 Annual Rental \$150.00 for a five-year period beginning 12-29-65 through 12-28-70

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. AND "IND. CO. FOR EACH SUCCEEDING 5-YR. PERIOD THEREAFTER

This is a Supplemental Agreement and is to be made a part of R/W \_\_\_\_\_

Attached Grand Trunk Western Railroad Permit No. \_\_\_\_\_ to be made a part of R/W No. 9064.

RECEIVED TO
FEB 15 1966 RP
DE FORM PD 189 2-64 CS

GEN'L ACCTG DEPT.
ENTERED <del>DATE</del>
CONTRACT BOOK NO. <u>23509</u>
DATE <u>3-15-66</u>
BY <u>Faustine de Monda</u>
CHECKED BY <u>[Signature]</u>

RECORDS CENTER
RECEIVED FEB 9 1966
WIKLER MADE
<u>[Signature]</u>
I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Department

RECORDED RIGHT OF WAY NO. 23509

NOV-5

# The Chesapeake and Ohio Railway Company

## WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of the 29th day of December, 19 65, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called "Railway", and THE DETROIT EDISON COMPANY, a New York corporation

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

WITNESSETH THAT:

WHEREAS, Licensee desires to construct, operate and maintain a wire and/or cable line over and across the right of way, tracks and wires of Railway, consisting of one (1) 345,000 volt 60 cycle, 6 wire, 3 phase transmission circuit with two (2) ground wires at a point located at Stations 11020 plus 25 and 11023 plus 30 Mile Post - - - Feet, Toledo Subdivision, Saginaw Division, at or near Wixom County of Oakland, 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. BX-3726 marked for identification "Exhibit A", Licensee's Drawing No. ED-5924 marked for identification "Exhibit B" and Licensee's Data Sheet marked for identification "Exhibit C" which are made a part of this agreement and

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

WHEREAS, Railway is willing for said Crossing 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  
INDEXED  
23579

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, Exhibit B, Exhibit C 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, from electrostatic induction, or from stray or other currents, with OTHER FACILITIES, or shall, in any manner, interfere with the operation, maintenance or use by Railway of its right of way, tracks, structures, pole lines, devices, other property or any appurtenances thereto, then and in any such event, Licensee, upon receipt of written notice from Railway of any such interference, shall promptly, at its own risk, cost and expense, make such changes in its Crossing as, in the judgment of Railway, may be required to eliminate all such interference.

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

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

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

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

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

11. Licensee shall pay to Railway upon the execution of this agreement a license fee of Twenty-Five Dollars (\$25.00) 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 One Hundred Fifty  
\_\_\_\_\_ Dollars (\$ 150.00 ) on the execution of this agreement, for the five-year period extending from the 29th day of December, 1965 through the 28th day of December, 1970.



and the sum of One Hundred Fifty Dollars (\$ 150.00 ) (or such other sum as may be mutually agreed upon by the parties hereto in writing, in advance for each and every subsequent five-year period during the term and continuance of this agreement; provided, however, that in the event of termination of this agreement prior to the expiration of any five-year period hereof, Railway shall refund to Licensee the unearned portion of any rental previously paid by Licensee to Railway in connection with this agreement.

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.

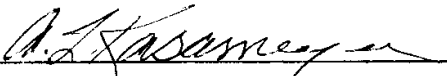
Approved as to form:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

  
\_\_\_\_\_  
Assistant General Solicitor

By   
\_\_\_\_\_  
Gen. Supt.-Signals and Communications

~~THE DETROIT EDISON COMPANY~~  
Licensee

By   
\_\_\_\_\_  
Director  
Properties and Right of Way Department  
(title)


23509

DATA SHEET TO ACCOMPANY DRAWING RX-3726

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Proposed crossing of the "Wayne-Pontiac" 345KV Transmission Line over the C&O Railroad at two locations: Crossing No. 1 is approximately 1720 ft. south of Pontiac Trail Road, and Crossing No. 2 is approximately 2200 ft. south of Pontiac Trail road. Both crossings are approximately 2600 ft. east of Wixom Road in Section 5, Novi Township, Oakland County, Michigan.

Circuits

Proposed one - 345,000 volt, 60 cycle, 6-wire, 3 phase transmission circuit with two ground wires at each crossing.

Power and Crossarms

Per attached photostats #T-9975

Conductors

Proposed two - 954 Mcm 54/7 ACSR conductors per phase with 18" sub spacing and two - 159 Mcm 12/7 ACSR ground wires at each crossing.

Insulators

Proposed 17 - 5-3/4" x 10" O.B. #32440 or equivalent in suspension.

Guy and Guy Attachments

None

Guy Clamps and Insulators

None

Guy Anchor and Anchor Rods

None

Suspension Details

As shown on attached drawing No. ED-5924.

APPROVED  
E. M. HASTINGS, JR.  
WIRE CROSSING ENGINEER

EXHIBIT C

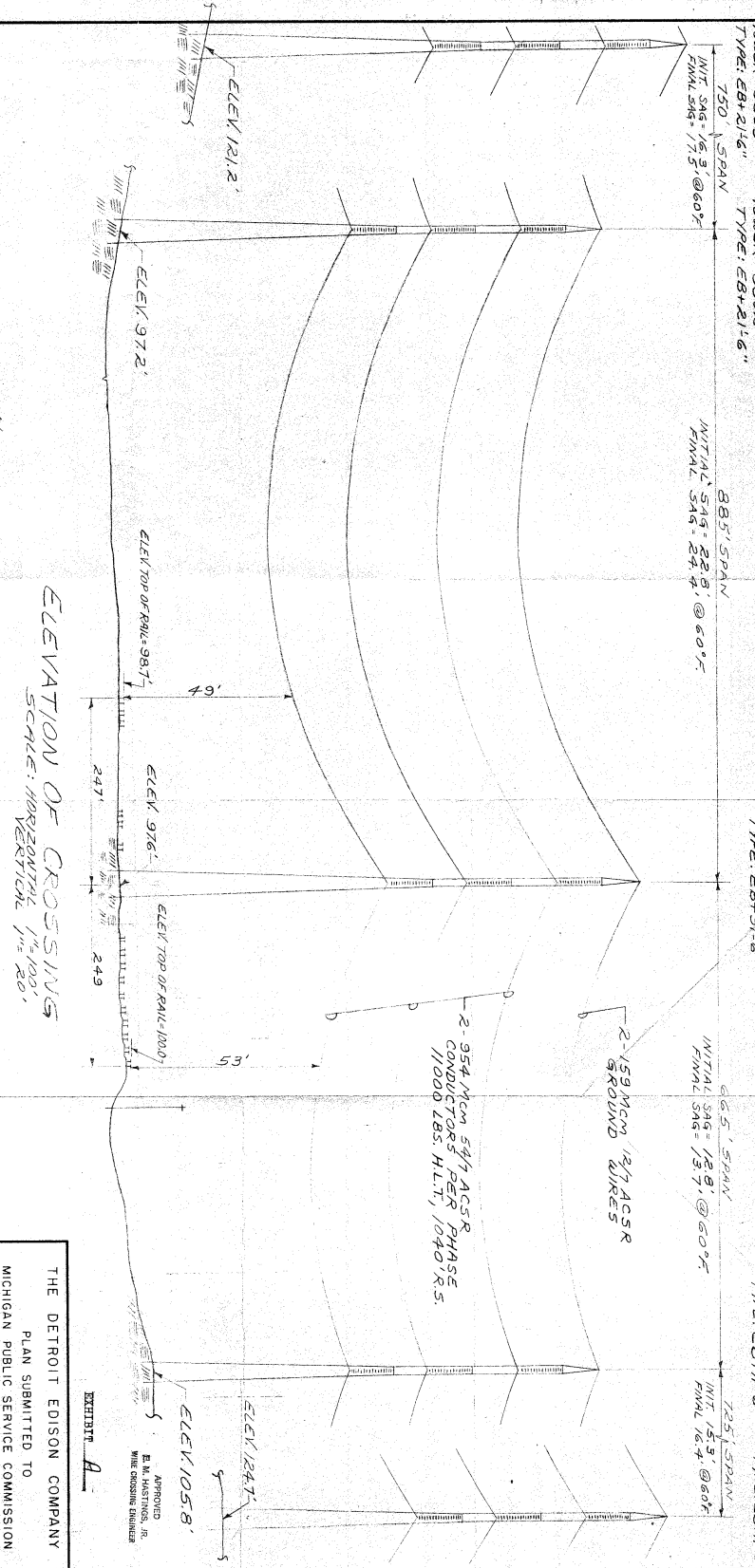
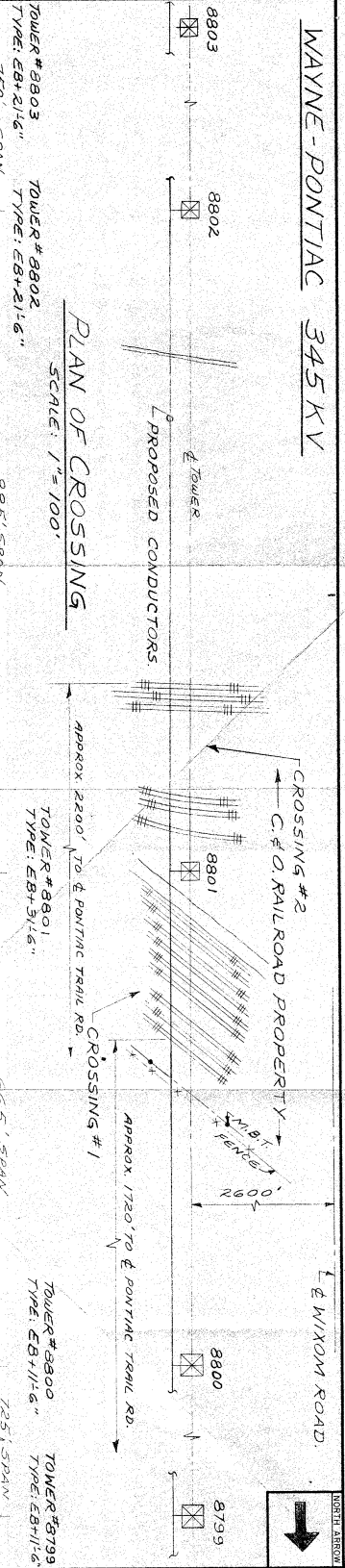
General Engineering Department  
MLF/jas  
11/3/65

RECORDED RIGHT OF WAY NO. 23509

WAYNE-PONTIAC 345 KV

PLAN OF CROSSING

SCALE: 1"=100'



NOTE:  
FOR 345 KV SUSPENSION DETAILS  
SEE DRAWING NO. ED-53824.

ELEVATION OF CROSSINGS

SCALE: HORIZONTAL 1"=100'  
VERTICAL 1"=20'

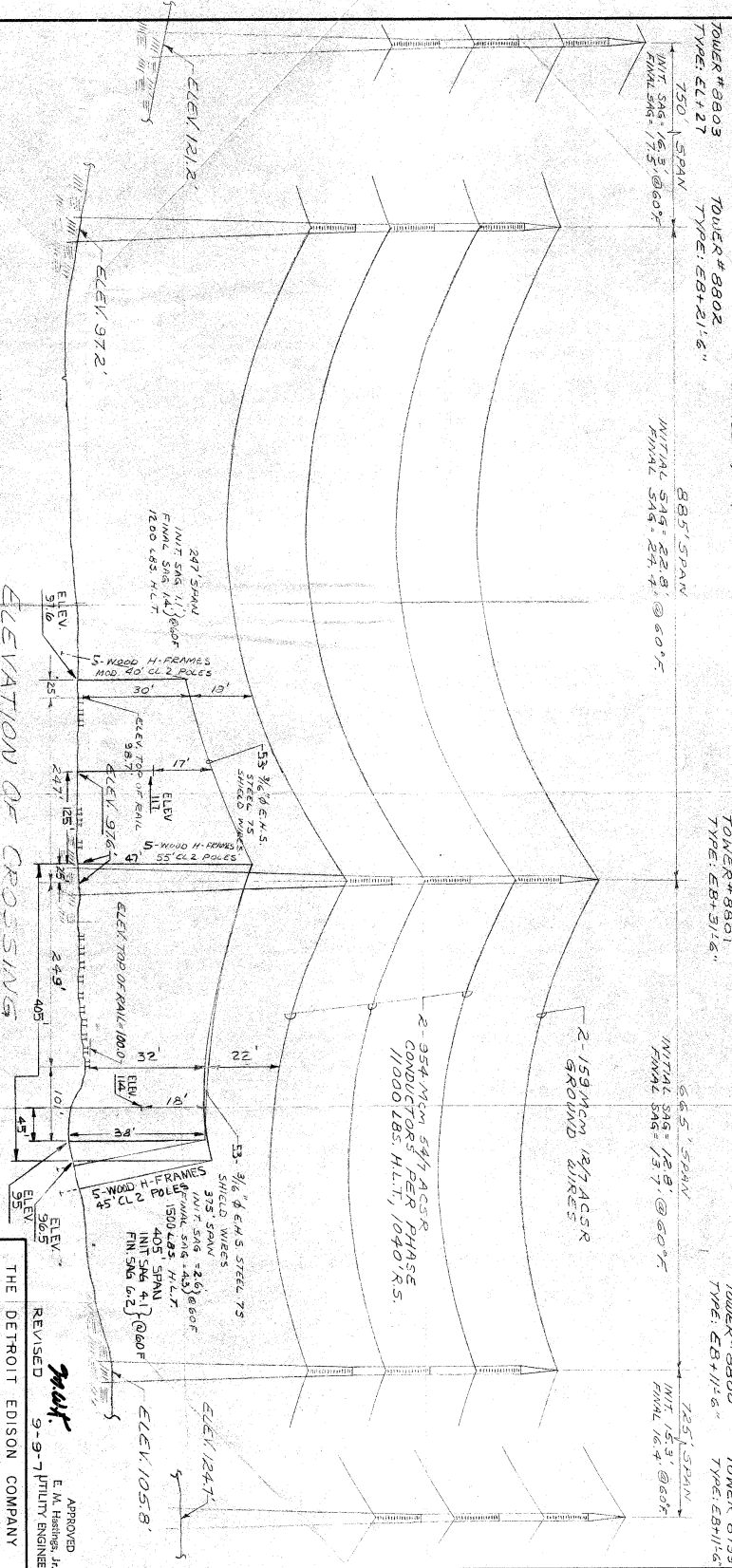
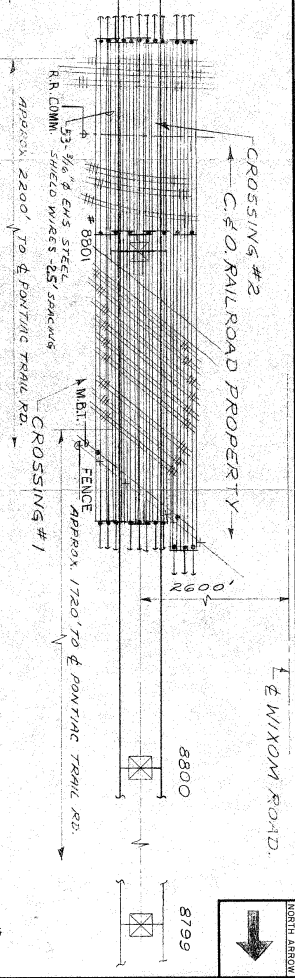
CITY: WIXOM  
COUNTY: OAKLAND  
TOWNSHIP: NOV  
I.V.-R.B.E.  
SECTION NO. 5

THE DETROIT EDISON COMPANY  
PLAN SUBMITTED TO  
MICHIGAN PUBLIC SERVICE COMMISSION  
FOR 345000 VOLT CROSSING  
OVER THE C. & O. RAILROAD  
DRAWN BY: M.C. [Signature]  
DATE: 11-1-65  
APPROVED BY: E.M. [Signature]  
DATE: 11-2-65  
PERMIT NO. [Blank]  
DRAWING NO. RX-3726

RECORDED FROM OR

WAYNE-PONTIAC 345 KV  
 ARGENTA-PONTIAC 345 KV

PLAN OF CROSSINGS  
 SCALE: 1"=100'



NOTE  
 FOR 345KV SUPERVISION BY THE  
 SEE EXHIBITS NO. ED-5824  
 RECORDED RIGHT OF WAY 23507

PERMIT NO.  
 CR NO. 1 ED2-B-0668  
 CR NO. 2 ED2-B-0669  
 DATED 8-18-71

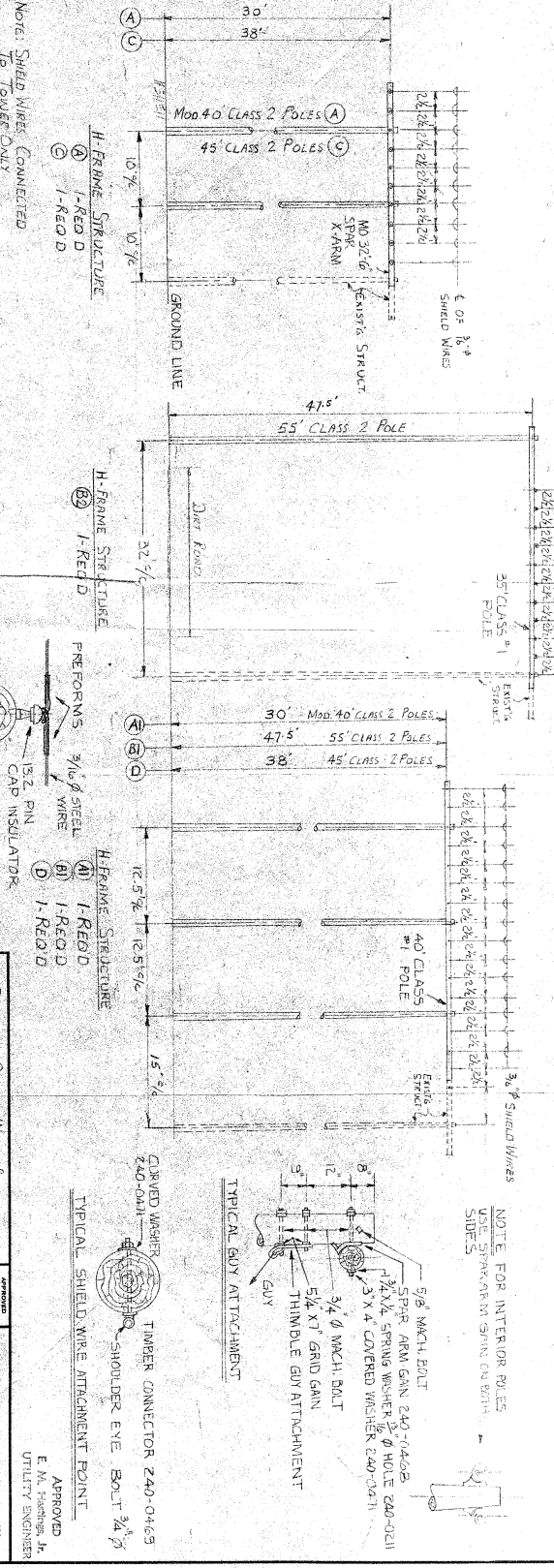
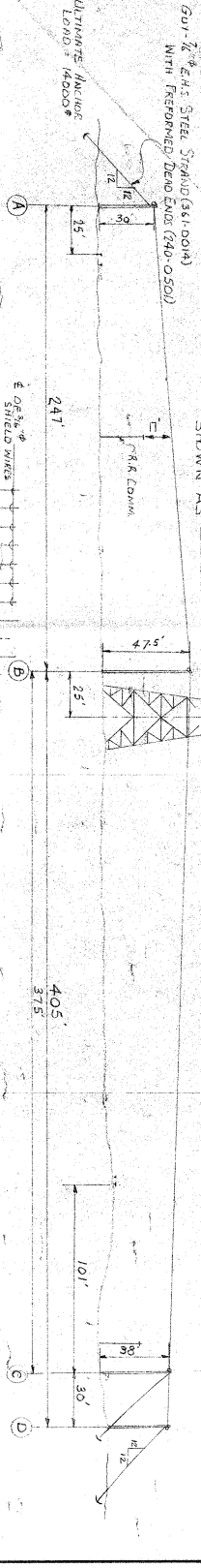
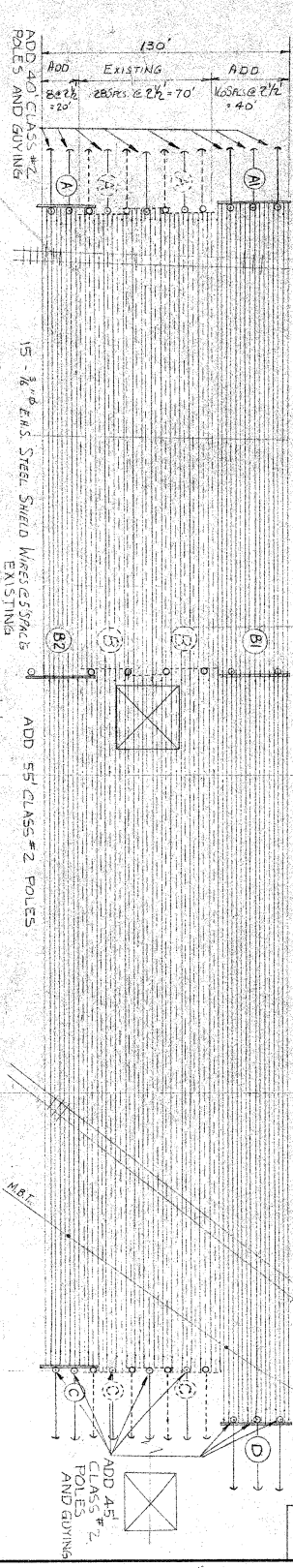
CITY WIXOM  
 COUNTY OAKLAND  
 TOWNSHIP WYOMING

THE DETROIT EDISON COMPANY  
 PLAN SUBMITTED TO  
 MICHIGAN PUBLIC SERVICE COMMISSION  
 OVER THE C & O RAILROAD  
 DRAWN BY W.E.Z.  
 DATE 7-30-71  
 APPROVED BY [Signature]  
 PERMIT NO. [Blank]  
 DRAWING NO. RX-3726C

APPROVED  
 E. M. Hastings, Jr.  
 UTILITY ENGINEER  
 REVISED 9-9-71  
 9-9-71



ADD 58 - 3/8" E.H.S. STEEL SHIELD WIRES @ 2.5' SPACING TOTAL 93 WIRES AT 2.5' FT. SPACING SHOWN AS



NOTE: SHIELD WIRES CONNECTED TO TOWER ONLY

STRAINING	CLASS	SIZE	NO.	WT.
247	0	30"	60	120
347	0.85	30"	11	14
375	1.40	23 1/2"	26	37
405	3.4	35"	41	53

RECORDED RIGHT OF WAY  
23569

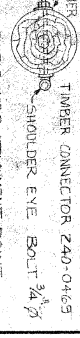
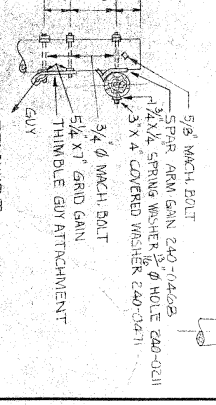


REVISED SHIELD WIRE ARRANGEMENT  
545 K.V. LINE CROSSING  
OVER THE C & O RAILROAD  
CITY OF WIXOM  
NOV. TOWNSHIP

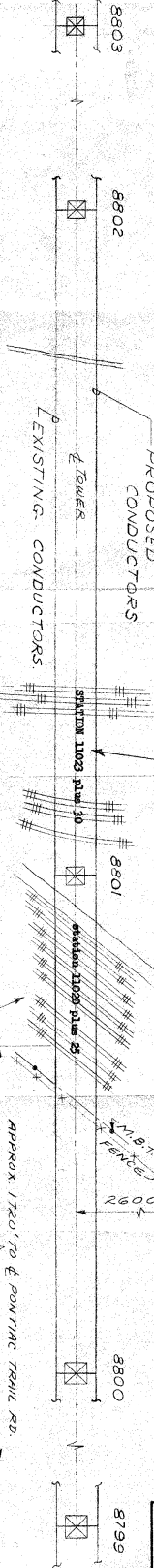
APPROVED	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT
DESIGNED BY M.I.T.	DRAWN BY M.I.T.
CHKD BY 8-30-71	DATE 8-30-71
NO. 7-40	ED-7681

APPROVED  
E. M. FORTNER, JR.  
UTILITY ENGINEER

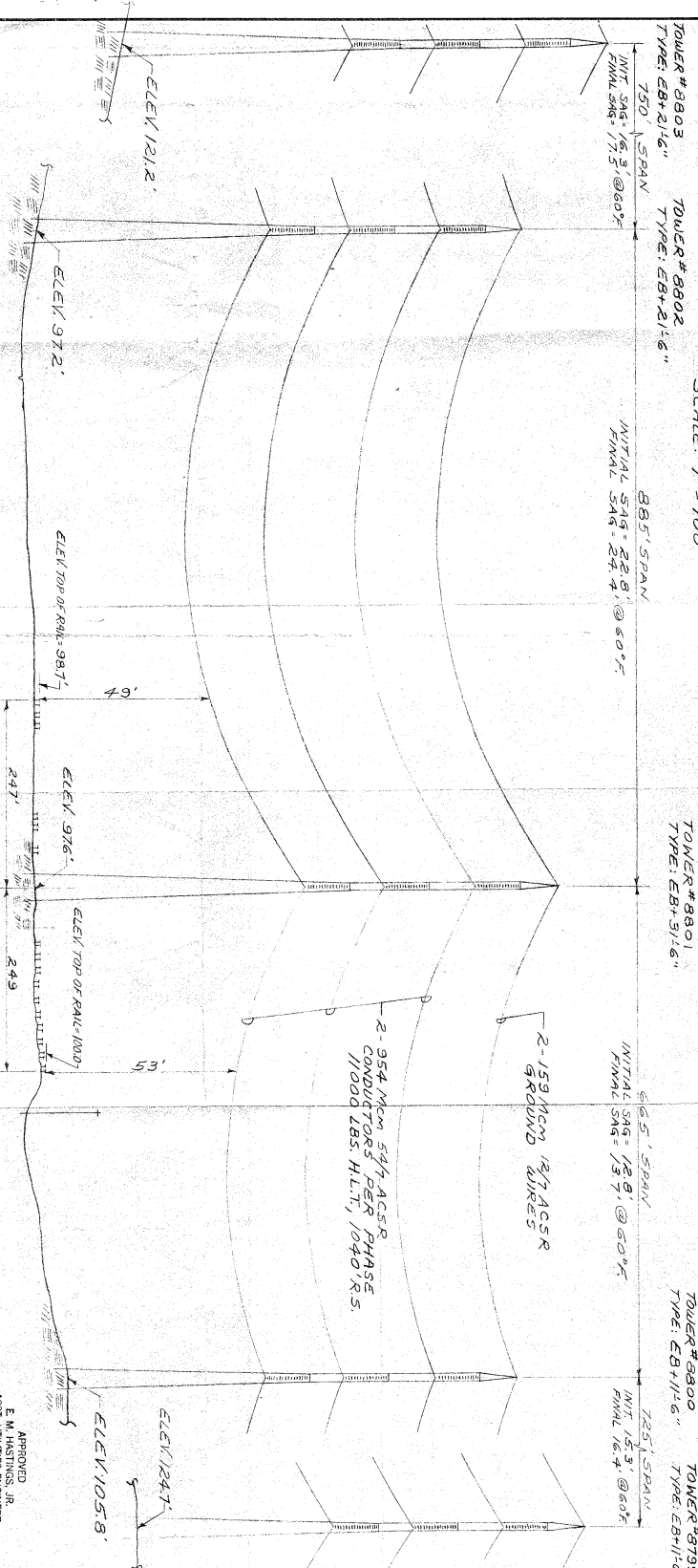
NOTE FOR INTERIOR POLES  
USE SPRING WASHERS FOR BOTH SIDES



WAYNE-PONTIAC 345 KV  
ARGENTIA - PONTIAC 345 KV



PLAN OF CROSSING  
SCALE: 1" = 100'



NOTE:  
FOR 345KV SUSPENSION DETAILS  
SEE DRAWING NO. ED-59824.

ELEVATION OF CROSSING  
SCALE: HORIZONTAL 1" = 100',  
VERTICAL 1" = 20'

APPROVED  
E. M. HASTINGS, JR.  
ASST. UTILITIES ENGINEER

THE DETROIT EDISON COMPANY  
PLAN SUBMITTED TO  
MICHIGAN PUBLIC SERVICE COMMISSION  
FOR 345,000 VOLT CROSSING  
OVER THE C. & O. RAILROAD  
DRAWN BY M.L.F.  
DATE 11-1-65  
APPROVED BY J.S.H.  
DATE 1-2-65

CITY WIXOM  
COUNTY OAKLAND  
TOWNSHIP NOV  
I.N. - R.B.E.

SECTION NO. 5  
DRAWING NO. RX-3726A

REV. 3-31-67 R.O.S.

RECORDED HEIGHT OF WAY NO. 23503

SHIELD WIRE CHANGE ONLY

DATA SHEET TO ACCOMPANY DRAWING RX-3726C

Revision of Crossing Rx-3726B

Covered Under Permits ED-2-8-6868 (8-18-71) Crossing #1  
ED-2-8-6869 (8-18-71) Crossing #2

Name of Company

The Detroit Edison Company

Names and Locations of Crossing

Crossing of the Wayne - Pontiac and the Argenta - Pontiac 345 kV transmission lines over the C&O Railroad at two locations: Crossing No. 1 is approximately 1720 feet south of Pontiac Trail Road, and Crossing No. 2 is approximately 2200 feet south of Pontiac Trail Road. Both crossings are approximately 2600 feet east of Wixom Road in Section 5, Novi Township, Oakland County, Michigan

Circuits

Two 345,000 volt, 60 cycle, 6-wire, 3 phase transmission circuits with two ground wires at each crossing

Tower and Crossarms

Per attached photostats #T-9975

Conductors

Two 954 Mcm 54/7 ACSR conductors per phase with 18" sub spacing and two 159 Mcm 12/7 ACSR ground wires at each crossing

Insulators

Proposed 17 5-3/4" x 10" O.B. #32440 or equivalent in suspension

Guy and Guy Attachments

See dwg. ED-4-7660

Suspension Details

As shown on attached drawing no. ED-5924

Shield Wire

Shield wire on wood poles added under power lines and over tracks, as shown on ED-4-7681

Poles

Twelve (12) vertical 45 ft. Class #2 poles. Five (5) horizontal Class #1 poles used as crossarms on the north side of crossing.

Seven (7) vertical 55 ft. Class #2 poles and five (5) horizontal Class #1 poles in the middle of crossing.

Twelve (12) vertical 40 ft. poles. Five (5) horizontal Class #1 poles used on the south side of crossing.

Ground Wires

Fifty-three (53) 3/16" EHS steel 7 strand over tracks with one #4 bare soft solid copper ground lead connected to steel with a single lead to ground.

APPROVED  
E. M. Hastings, Jr.  
UTILITY ENGINEER

System Engineering Department  
CVP/wak 9/14/71

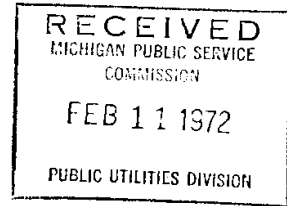
RECORDED RIGHT OF WAY NO.

83529

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

January 21, 1972



Michigan Public Service Commission  
Lansing Michigan

Gentlemen:

I, W.M. Wiljanen, Office Supervisor, Towers, Conduit & Piping Div  
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the  
wire crossing, covered by Wire Crossing Permit No. ED 2-8-6908,  
issued 9/30/71, has been constructed in accordance with  
specifications of the Michigan Public Service Commission and construction  
standards of The Detroit Edison Company, approved by Michigan Public Service  
Commission on July 19, 1939, file ED 2-9.01, and that this crossing will be  
maintained as provided in such specifications and construction standards.

Yours very truly,

RECORDED STATE OF MICHIGAN NO. 23509

RX No. 37260 (Crossing No. 1)  
NW 1/4 of Sec. 5, Novi Twp.  
Location City of Wixom  
Oakland County  
Railroad Chesapeake & Ohio

Subscribed and sworn to before me this  
24th day of January, 19 72.

Ivan W. Gamble  
Notary Public, Wayne  
County, Michigan.  
My Commission expires February 11, 1973

R.R. Val. Sta. 11020 + 25  
R.R. File No. 131-4-11921  
FH/par



# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

January 21, 1972



Michigan Public Service Commission  
Lansing Michigan

Gentlemen:

I, W.M. Wiljanen, Office Supervisor, Towers, Conduit & Piping Div.  
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the  
wire crossing, covered by Wire Crossing Permit No. ED 2-8-6909,  
issued 9/30/71, has been constructed in accordance with  
specifications of the Michigan Public Service Commission and construction  
standards of The Detroit Edison Company, approved by Michigan Public Service  
Commission on July 19, 1939, file ED 2-9.01, and that this crossing will be  
maintained as provided in such specifications and construction standards.

Yours very truly,

RX No. 3726C Crossing No. 2  
NW 1/4 of Sec. 5, Novi Twp.  
Location City of Wixom  
Oakland County

Railroad Chesapeake & Ohio

R.R. Val. Sta. Opp. 11023 + 30  
R.R. File No. 131-4-11921

FH/par

Subscribed and sworn to before me this  
24th day of January, 1972.  
Ivan W. Gamble  
Ivan W. Gamble  
Notary Public, Wayne  
County, Michigan.  
My Commission expires February 11, 1973

RECORDED RIGHT OF WAY NO. 23549

**THE DETROIT EDISON COMPANY**

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

September 28, 1971

Michigan Public Service Commission  
Lansing, Michigan 48913

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **Chesapeake and Ohio Railway Company in Section 5, Novi Township, City of Winon, Oakland County, Michigan.**

**Crossing No. 1**

**Two 145,000-volt transmission circuits with two ground wires located in private property approximately 1710 feet South of Pontiac Trail Road and approximately 1600 feet East of Winon Road. (Shield wire on wood poles added under power lines and over tracks, as shown on ED-4-7681 for each Crossing.)**

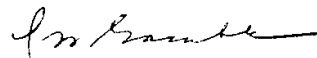
**Railroad Val. Sta. 11020 + 25**

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

- Enclosed is a waiver of hearing granted by the Railroad Company. Dated **9-24-71** **R.R. File No. 131-4-11921**
- 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. **ED2-8-6906** dated **8-18-71**
- This is a new crossing.

**MB:dak** Reference number of construction drawing is **RX-3726C**

Yours very truly,

Permit No. **ED2-8-6906**Date **9-30-71**By **MFSC**


**I. W. Gamble**  
Supervisor of Rights of Way  
Real Estate and Rights of Way Dept.

**THE DETROIT EDISON COMPANY**

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

**September 28, 1971**Michigan Public Service Commission  
Lansing, Michigan 48913

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **Chesapeake and Ohio Railway Company in Section 3, Novi Township, City of Wixom, Oakland County, Michigan.**

**Crossing No. 2**

Two 345,000-volt transmission circuits with two ground wires located in private property approximately 2200 feet South of Fontaine Trail Road and approximately 2600 feet East of Wixom Road. (Shield wire on wood poles added under power lines and over tracks, as shown on ED-4-7691 for each crossing.)

**Railroad Val. Sta. Opposite 11023 + 30**

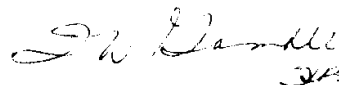
The proposed wire crossing will be constructed in accordance with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

- Enclosed is a waiver of hearing granted by the Railroad Company. Dated 9-24-71  
R.R. File No. 131-4-11921
- 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. ~~ED2-8-6869~~ dated 8-18-71
- This is a new crossing.

Reference number of construction drawing is RX- 3726C  
NB:dkk

Yours very truly,

Permit No. ED2-8-6909  
Date 9-30-71  
By MPSC



**I. W. Gumble**  
Supervisor of Rights of Way  
Real Estate and Rights of Way Dept.

STATE OF MICHIGAN  
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Wire-Crossing Permit No. **RD2-8-6908** .....

In Re Application of **The Detroit Edison Company**  
**2000 Second Avenue**  
**Detroit, Michigan 48226**

Pursuant to Act No. 171 of the Session Laws of 1893, as amended, application having been made to Michigan Public Service Commission by said **The Detroit Edison Company**

for permission to string wires across the tracks of the **Chesapeake and Ohio Railway Company** and said

**The Detroit Edison Company** having conformed to the Commission's rules governing the filing of notices and issuing of permits for the construction of electrical lines and said rail road company having waived the right of notice and hearing provided for in said act **THEREFORE, It is ordered that said The Detroit Edison Company**

be permitted to string the following described wires across the tracks of said railroad at the following described place:

**City of Wixom**  
**County of Oakland**  
**State of Michigan**

**Crossing No. 1, crossing of two (2) 345 KV, 60 Hz, 3 phase, 3 wire, transmission circuits, known as Wayne-Pontiac and Argenta-Pontiac 345 KV Lines, on one (1) double circuit steel tower line, with two (2) ground wires and fifty-three shield wires on wood H-frame structures, located at a point approximately 1720' south of Pontiac Trail Road, approximately 2600' east of Wixom Road, Novi Township, Section 5, T1N, R8E**  
**12 - 954 MCM 54/7 ACSR phase conductors (2 - conductors bundled per phase wire)**  
**2 - 159 MCM 12/7 ACSR ground wires**  
**53 - 3/16" HSS steel shield wires**

**Per Drawings KE-3726C and ND4-7681**

as indicated on the attached plans, when, as and if approved.

At the point of crossing said wires shall be installed in accordance with this Commission's rules and regulations.

Given under our hands and the Official Seal of this Commission at the City of Lansing, State of Michigan, this **thirtieth** day of **September** A.D. 19 **71**

**MICHIGAN PUBLIC SERVICE COMMISSION**

**Willis F. Ward**

.....  
Chairman,

**Lenton G. Sculthorp**

.....  
Commissioner,

**William R. Ralls**

.....  
Commissioner.

Countersigned

**Earl B. Klemperer**

.....  
Secretary

RECORDED RIGHT OF WAY NO. 23509

STATE OF MICHIGAN SS.  
Office of the Michigan Public Service Commission

I, Earl B. Klomprens, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of **Railroad Wire Crossing Permit**  
No. **ED2-8-6908**

with the original, and that it is a true and correct transcript therefrom, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Commission, at Lansing, this **thirtieth** day of **September** in the year of our Lord one thousand nine hundred **seventy-one**

*Earl B. Klomprens*  
Secretary

RECORDED  
INDEXED  
SEP 23 1971  
23509