

T. R. Jackson Assistant Vice President 6737 Southpoint Drive, South Suite 100 Jacksonville, Florida 32216

3

(904) 279-4515 FAX (904) 279-4586 or (904) 279-4581

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 proceeding contains the terms of all such agreements remains 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.

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

> > R. Jackson Assistant Vice President

TRJ:hkm

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

DETROIT EDISON COMPANY

BY:

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

Detroit

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

Mr. T. R. Jackson

Manager-Field Services Real Estate & Industrial Development

100 North Charles Street Baltimore, Maryland 21

Proposed Overhead Wire Crossing:

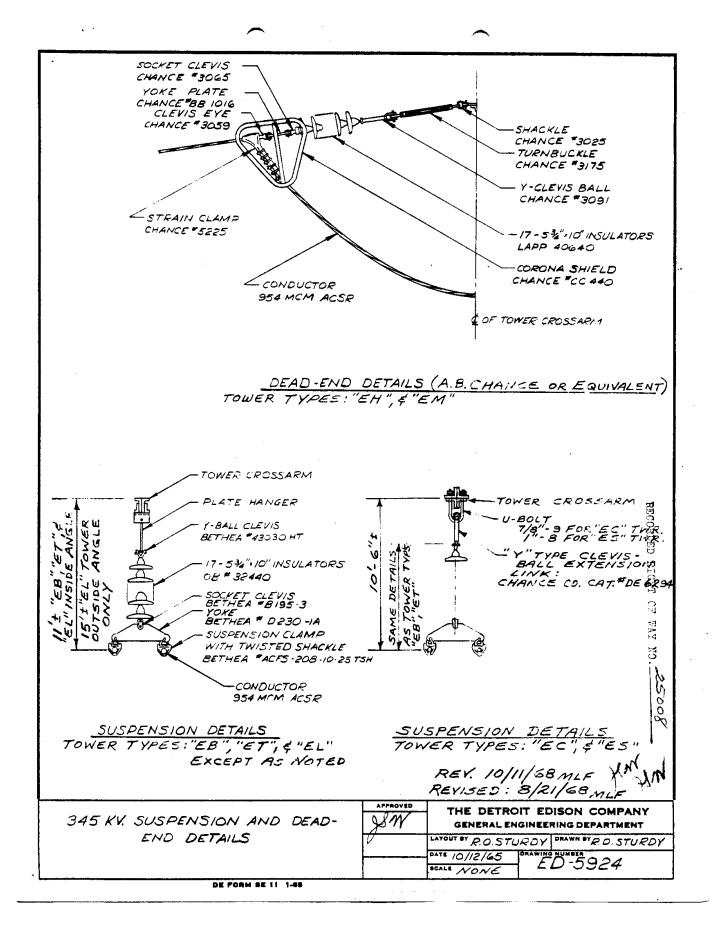
We are submitting this for the purpose of removing shield wire concerning the 345-kV transmission circuits over the railroad.

August 11, 1980

Specific Location

Crossing of the Wayne-Pontiac and the Argenta-Pontiac 345-kV transmission circuits over the C&O Railroad approximately 3,165 feet south of the centerline of Pontiac Trail Road and 2,600 feet east of Wixom Road in Section 5, Novi Township, Oakland County, Michigan.

R. R. Valuation Station 18 + 90	R. R. Mile Post
City/VillageWixom	TownshipNovi, Section 5
County Oakland Detroit Ed	lison Plan Attached RX 3727D
This is a New CrossingT	his is a Reconstruction of Existing Crossing XX
Previous Agreement Information (if any)	Date 4-5-1978 (R. R. Plan) 131-2-1726
	Waiver of Hearing Requested XX to be mailed to applicant listed below)
All construction will be done in accordance Commission.	e with the rules and regulations of the Michigan Public Service
DC FORM P2 187 0-48 C3	L.G.Sundstrom Public Agency Coordinator Real Estate & R/W Dept. 406 G. O.





March 17, 1978

Mr. J. W. Brent Chief Engineer Chesapeake & Ohio Railway

Proposed Overhead Wire Crossing:

We are submitting this because of construction by Chesapeake & Ohio Railway of three new sets of tracks underneath the Detroit Edison Wayne-Pontiac and the Argenta-Pontiac 345 kV transmission circuits.

Specific Location

Crossing of the Wayne-Pontiac and the Argenta-Pontiac 345 kV transmission circuits over the C & •) Railroad approximately 3,165 feet south of the centerline of Pontiac Trail Road and 2,600 feet east of Wixom Road in Section 5, Novi Township OAKLAND COUNTY, Mich **X**

R. R. Valuation Station 18 + 90	R R Mil. D.	net	COURTED
City/Village Wixom	Township	Novi, Section	5 2
County Oakland Detroit Ediso	on Plan Attached.	RX-3727C	
This is a New Crossing This	s is a Reconstruc	ction of Existing Crossi	ng XX =
Previous Agreement Information (if any) Date			
			
Blanket Waiver of Hearing Covers (Waiver of Hearing to	Waiver of Hea be mailed to appl	aring Requested XX icant listed below)	
All construction will be done in accordance we Commission.	with the rules and	regulations of the Michig	gan Public Service
DE FORM PD 187 8-85 C3	Jo	OHN A. WILDOW	

ublic Agency Coordinator

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT 26, MICHIGAN

November 6, 1972



	TODAY GOOGLE O DEVISE OF
	Permit No.
Michigan Public Service Commission Lansing 13, Michigan	
Gentlemen:	
T W.M.Wiljanen. Offi	ce Supervisor, Towers Div. T&D
of The Detroit Edison Company, Det	roit, Michigan, hereby certify that the
issued 7/11/72 , hs	been constructed in accordance with
specifications of the michigan rub standards of The Detroit Edison Co	plic Service Commission and construction ompany, 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 spe	eifications and construction standards.
	Yours very truly,
	100000
	W. M. Wilsonen
TURN COPY OF THIS AFFIDAULT TO REAL	L ESTATE AND RIGHTS OF WAY DEPARTMENT
20000 75555	
RX No Novi Tup.	Subscribed and sworn to before me this
Location City of Wixom	30th day of amounty 73 19
Oakland County	from W. travelle
Railroad Chesapeake & Ohio	Motary Public. County, Michigan W. Gamble My Commission expires
V 8 18 + 90	My Commission expires Feb. 11, 1973
. File No. 131-4-9446	

TO RECORDS CENTER-

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

August 1, 1972

ATTACHED IS TILLLY	executed copy of ag	endment to	om:
			Railroad File No. 131-4-9446
Facilities Covere	d:		
	steel shield wir O-volt transmiss		n wood poles installed under
Specific Location	1:		
3165 feet South Road.	of center line	of Pontiac Trai	il, 2600 feet East of Wixom
R. R. Valuation S	Station <u>18 + 90</u>	Mile Post	
	Wixom	_Township Nov :	i, Section 5
City/Village			
, e	nd)etroit Edison Plar	n No

of R/W No. 90	064.
RECORDS	CENTER
RECEIVED AND 17 '72 THORESE SINDE SLANDERSE HB: dmk	

Attached Agreement is to be made a part of R/W____

Attached Grand Trunk Western Railroad Permit No.

I. W. Camble, Assistant to Director

25008

RECORDED RIGHT OF WAY NO. 55004

_to be made a part

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

June 27, 1972

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 the Township of Novi, Section 5, Oakland County, Michigan. City of Wixon

Two 345,000-volt transmission circuits with two ground wires located in private property approximately 3165 feet South of the center line of Pontiac Trail Road and 2600 feet East of Wixom Road.

Railroad Station 18 + 90	
The proposed wire cross with specifications of the Michig construction standards of The Det	ing will be constructed in accordance an Public Service Commission and the roit Edison Company, approved by the n on July 19, 1939, File ED 2-9.01.
Enclosed is a waiver of hearing g	R.R. File # 131-4-9446
This application covers reconstructed and supersede wire crossing p	ction of existing crossing and will can- ermit No. Ep2-8-6161 dated 2-5-68
This is a new crossing.	EN CONTRACTOR OF THE CONTRACTO
HB: dak Reference number of con	struction drawing is KA- 37278
	Yours very truly,
Permit No. ED2-8-7102 Date July 11, 1972	Yours very truly, Jazel L. Grandan
Ву	Assistant to Director Real Estate and Rights of Way Dept

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

Railroad Wire-Crossing Permit No. ED2-8-7102

application pu	rsuant to Act 171, P.A. 1	893, as amended, for permission	nt) has filed an to string wires
across the tra-	cks of the Chesapeaks	and Chio Railway Company	(Railroad).
and the Railro	ad has waived the right o	filing procedures of Commission of notice and hearing provided f	or In Act 171.
tracks of the	Re, II IS UNDERED that Ap Railroad as indicated on	plicant be permitted to string the attached plans and describe	wires across the d as follows:
City of Wimon County of Oakland State of Michigan	transmission circuits, Argenta-Pontiac Lines, steel tower line, with associated electrostat (17) KHS steel shield is separately supports point approximately 33 Pontiac Trail Road and Section 5, Novi Towns 12 - 954 HCM 54/7 ACS (2 conductors but 2 - 159 MCM 12/7 ACS	R phase conductors added per phase wire) R ground wires electrostatic shield wires	·
		Per Drawing RX-3727B	
At the p		res shall be installed in full	RECORDED RIGHT
		MICHIGAN PUBLIC SE	RVICE COMMISSION A
	(SEAL)	Willis F. Ward Chairman	**AY **********************************
DATED: July 11	, 1972	<u>Lenton G. Sculth</u> Commissioner	orp
Barl B. Klamp	arens	William R. Ralls	
Its Secretary		Commissioner	Į ^c

I, Earl B. Klomparens, Secretary of the Michigan Public Service Commission Do Hereby Certify,
That I have compared the annexed copy of Railroad Wire Crossing Permit No. ED2-8-7102

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 eleventh day of July in the year of our Lord one thousand nine hundred seventy-two

Earl B Herryarus



WILLIAM HENSCHELL, JR.
GENERAL MANAGER

the chesapeake and ohio railway company the baltimore and ohio railroad company

ONE NORTHLAND PLAZA
SOUTHFIELD, MICHIGAN 48075

June 21, 1972

File: 131-4-9446 ID/37

JUL 3 1 1972
R/E & R/W DEPT:

The Detroit Edison Company 2000 Second Avenue Betroit, Michigan 48226

Sent lemen:

This refers to our agreement dated January 15, 1968 covering an aerial power line crossing at Station 18 plus 90 of spur track serving Ford Motor Company, Toledo Subdivision, Betroit Terminal Division, Bakland County, Michigan, and to your recent request to add seventeen (17) 3/16" EMS steel shield wires as shown on your Drawing RX-3727B, dated 5-24-72, attached hereto and made a part hereof.

This will constitute Railway's consent and approval of the said additional shield wires 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

General Hanag

The foregoing is hereby acknowledged and agreed to this lst day of August , 1972.

THE DETROIT EDISON COMPANY

Director

Real Estate and Rights of Way Dept.

M.W. Janes Superintendent

Approved: & a Davip.

APPROVED AS TO FORM

GENERAL ATTORNEY

DATA SHEET TO ACCOMPANY DRAWING RX-3727B Revision of Crossing Rx-3727A Covered Under Permit ED-2-8-6161 (Dated 2-5-68)

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Wayne - Pontiac and the Argenta - Pontiac 345 kV transmission circuits over the C & O Railroad approximately 3,165 feet south of the centerline of Pontiac Trail Road and 2,600 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 groundwires.

Towers and Crossarms

Per attached drawings EB, EH and EL.

Conductors

Two 954 Mcm 54/7 ACSR conductors per phase with $18^{\prime\prime}$ sub-spacing and two 159 Mcm 12/7 ACSR groundwires.

Insulators

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

Suspension and Deadend Details

As shown on drawing ED-5924.

Wood Structures

Per drawing ED4-8038.

Guy and Guy Attachments

Per drawing ED4-8038.

Shield Wire

Seventeen 3/16" dia. EHS steel shield wires (over R.R. tracks and under 345 kV line) supported by wood structures as shown on drawing ED4-8038.

THE DETROIT EDISON CO-PANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Truck to Ford
Sub Division: Toledo
. Maion: <u>Detroit Terminal</u>
I.P.S.C. Hossing Waiwed _ 6-19-72
The Charajesko and Olito Poliniy Company
J. T. Collins
Your File
ground wires.
oad.
_
Post
Post————————————————————————————————————
Novi, Section 5
Novi, Section 5
ruction of Existing Crossing
ruction of Existing Crossing.
ruction of Existing Crossing
ruction of Existing Crossing (R. R. Plan)

Detroit

To:

Records Center

April 7, 1978

From:

Doreen McLain

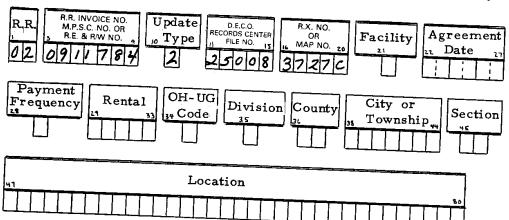
Real Estate and Rights of Way Department

Subject:

Revision of Transmission lines over Chesapeake &

Ohio Railroad, City of Wixom, Novi Township, Section 5, TlN, R8E, Oakland County, RX-3727c

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



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

cc: Accounts Payable

Service Planning

System Engineering C. VANPARIS

☐ Transmission & Distribution

DE FORM RR-IS 3-76CS

L

DATA SHEET TO ACCOMPANY DRAWING RX-3727B

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Wayne - Pontiac and the Argenta - Pontiac 345 kV transmission circuits over the C & O Railroad approximately 3,165 feet south of the centerline of Pontiac Trail Road and 2,600 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 groundwires.

Towers and Crossarms

Per attached drawings EB, EH and EL.

Conductors

Two 954 Mcm 54/7 ACSR conductors per phase with 18" sub-spacing and two 159 Mcm 12/7 ACSR groundwires.

Insulators

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

Suspension and Deadend Details

As shown on drawing ED-5924.

Wood Structures

Per drawing ED4-8038.

Guy and Guy Attachments

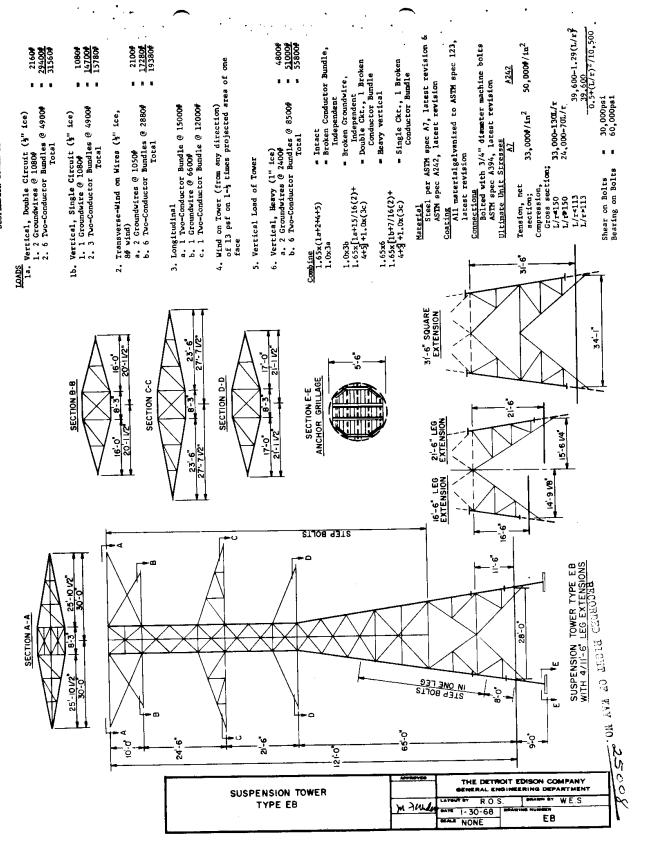
Per drawing ED4-8038.

Shield Wire

Seventeen 3/16" dia. EHS steel shield wires (over R.R. tracks and under 345 kV line) supported by wood structures as shown on drawing ED4-8038.

RECORDED RIGHT OF WAY NO. 250

System Engineering Department JRW/mak 5/30/72



HEAVY ANGLE DEAD-END TOWER TYPE "EH"

RECORDED DICET OF VAY NO. 2500

= 45,000ps1 = 30,000psi = 60,000psi

Root of Thread nom. diameter Bearing on Bolts

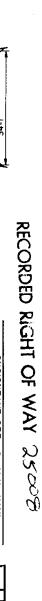
32-7

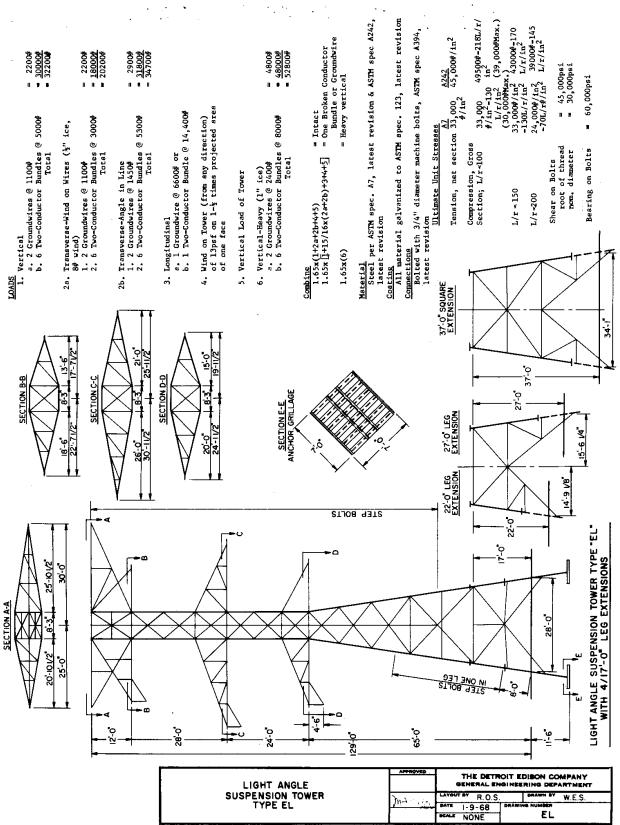
THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT

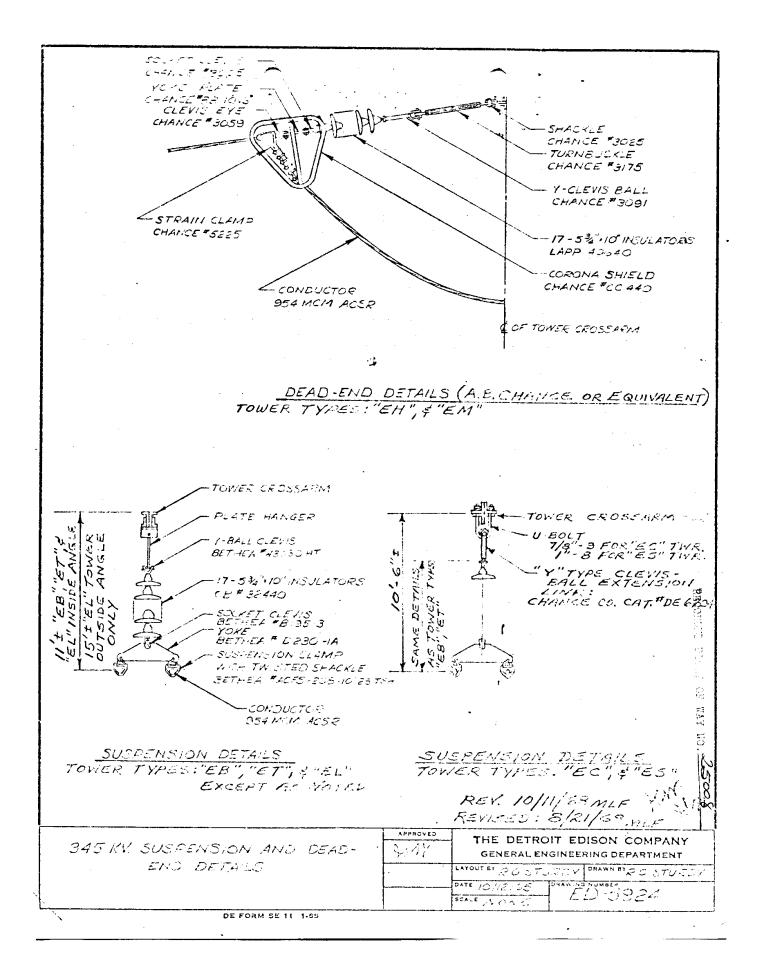
EH

1-8-68

NONE







TO RECORDS CENTER:

INTERDEPARTMENT CORRESPONDENCE

March 18, 1968

Facilities Covered: Two 345,000 volt transmission circuits with two ground

Attached is fully executed copy of agreement Appendix from:

wires.

The Chesapeake and Ohio Railway Company

Specific Location: Approximately 3165 feet South of the center line of Pontiac Trail Road and 2600 feet East of Wixom Road.
R. R. Valuation Station <u>18 + 90</u> Mile Post
City/VillageTownship Novi, Section 5
County Oakland Detroit Edison Plan No. RX-3727A
Agreement Permar Date 1-15-68 R. R. Plan No. <u>Used DE Co. Plan</u>
Preparation Fee \$100.00 Annual Rental \$100.00
Supersedes and Cancels Agreement dated 12-29-65 R/W No. 23510
This is a Supplemental Agreement and is to be made a part of R/W
Attached Grand Trunk Western Railroad Permit Noto be made a part REFERRED TOOT R/W No. 9064.
RECORDS CENTER
RECEIVED MAR 2 8 1968 INCREASE MGBELL ACCESS CLASSING DECEMBER 1 H. Camble Supervisor of Bights of Mar
-2-68 BK No V-2 Pauling for May Department
DE FORM PD 189 2-64 CS C 531 44 551
JVS/jft

March 31, 1978

Mr. Bruce Bordner
Office Engineer
Michigan Department of State
Highways & Transportation
P.O. Box 1226
18101 Nine Mile Road
Southfield, MI 48075

APPROVED

APR 4 1978

DIST. UTILITY ENGINEER MICHIGAN STATE HIGHWAY DEPT.

Dear Mr. Bordner:

New tracks were installed under existing transmission facilities at these locations:

Crossing of the Wayne-Pontiac and the Argenta-Pontiac 345 kV transmission circuits over the Chesapeake & Ohio Railroad approximately 3,165 feet south of the centerline of Pontiac Trail Road and 2,600 feet east of Wixom Road in Section 5, Novi Township.

The railroad has given a waiver dated March 22, 1978. The proposed crossing is shown on drawing No. RX-3727C.

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

	07 WRITE IN TH	
Permit No.	ME-144	-78
Date of	4-5-78	
Fee Amount	go Date	4/4/78
Cash	Bill	HAU

very truly yours,

John A. Haddow

Public Agency Coordinator
Real Estate & R/W

JAH/dm

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

March 23, 1978

File: 131-2-1726 BH/89

The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

Attention: Mr. John H. Haddow Public Agency Coordinator

Gentlemens

This refers to that certain agreement dated January 15, 1968, amended June 21, 1972, between our respective companies, covering construction, operation and maintenance of an aerial wire line crossing the Railway's right of way and spur track (Lincoln Lead) at Station 18 plus 90, Toledo Subdivision, Detroit Terminal Division (now called Michigan Division), at Wixom, Oakland County, Michigan, and to your letter of March 17, 1978, submitting revised plan to show three (3) sets of additional tracks installed beneath said aerial wire line crossing, as shown on Detroit Edison's Plan RX-3727C (last revised 2-27-78) and data sheet attached hereto and made a part hereof, and the purpose of this letter is to amend the aforesaid agreement accordingly.

This will constitute Railway's consent and approval of the revised drawing 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-amendment, which is submitted in duplicate, in the space provided below, indicating acceptance of amendment, returning the original to the undersigned.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

Chief E

Letter-amendment acknowledged and agreed to this Sold day of M

THE DETROIT EDISON COMPANY

Jach 1978

ROBERT R. TEWKSBURY, DIRECTOR

Real Estate and Rigids of Way Dept.

The Chessie System railroads are the C&O, B&O, WM and affiliated lines. Chessie System, Inc. is the parent for the railroads, Chessie Resources, Inc., Western Pocahontas Corp. and The Greenbrier.

Covered Under Permit ED2-8-7102 Dated 7/11/72

DATA SHEET TO ACCOMPANY DRAWING RX-3727C Revision of Crossing RX-3727B

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Wayne-Pontiac and the Argenta-Pontiac 345 kV transmission circuits over the C & O Railroad approximately 3,165 feet south of the centerline of Pontiac Trail Road and 2,600 feet east of Wixom Road in Section 5, Novi Township, Oakland County, Michigan.

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Towers and Crossarms

Per attached drawings EB, EH, and EL.

Conductors

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Wood Structures

Per drawing ED4-8038.

Guy and Guy Attachments

Per drawing ED4-8038.

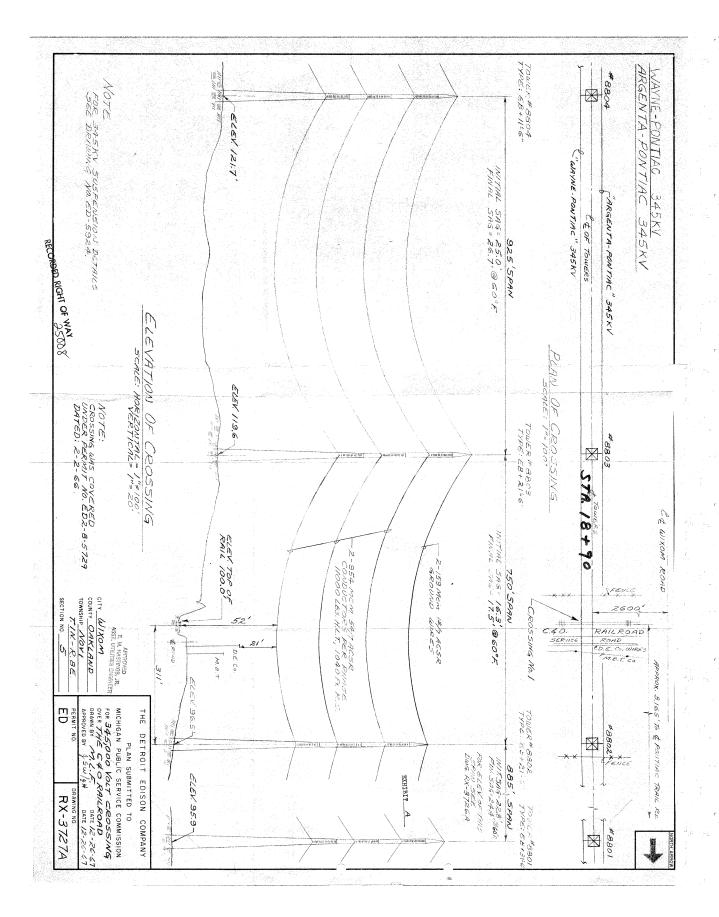
Suspension and Deadend Details

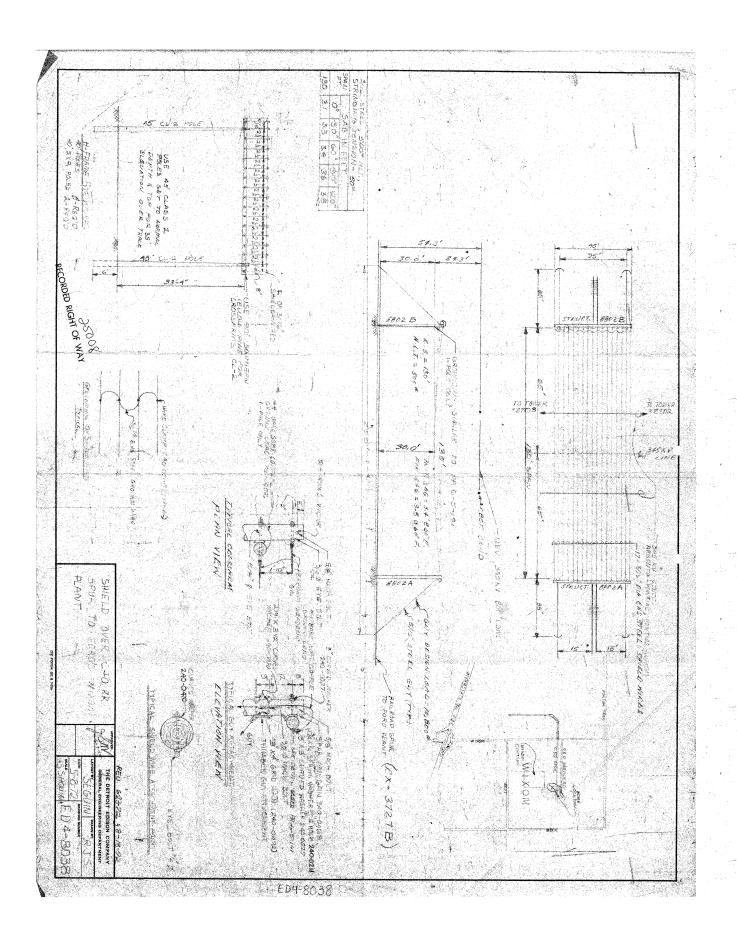
As shown on drawing ED-5924.

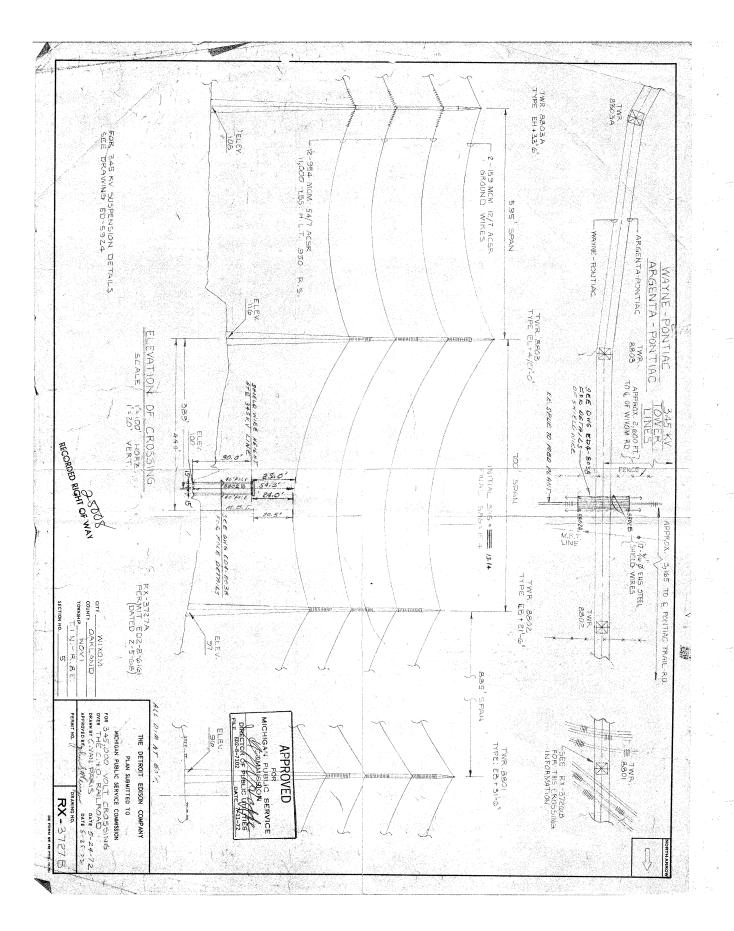
The Chesapeake and Ohio Railway Company

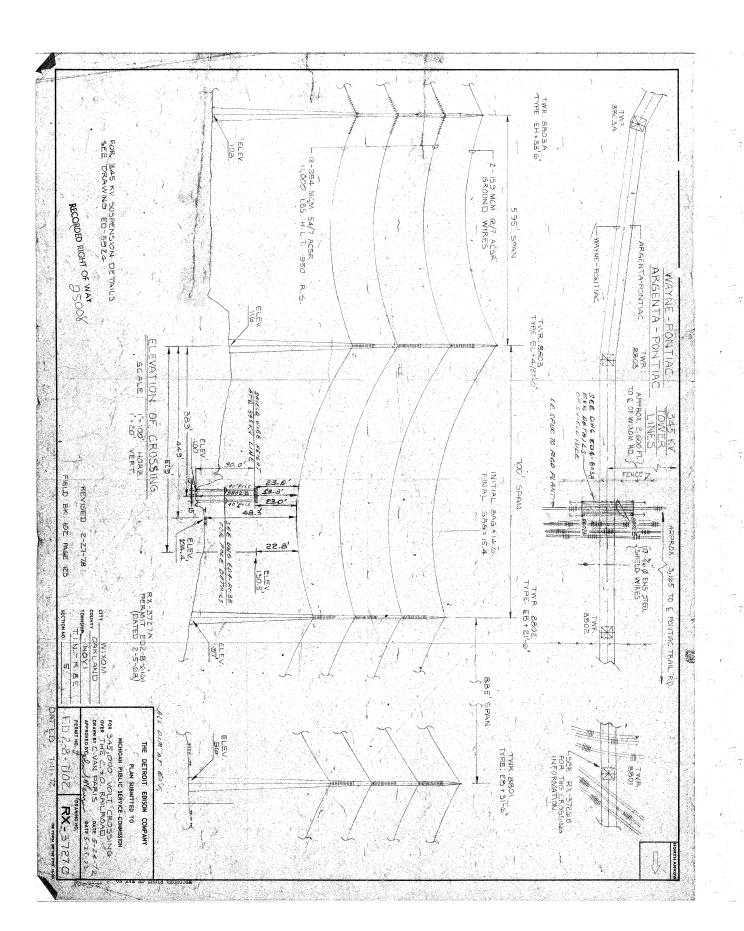
WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of the
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
and across the right of way, tracks and wires of Railway, consisting of two (2) 345,000 volt, 60 cycle,
6-wire, 3 phase transmission circuit with two ground wires.
at a point located at Station 18 plus 90 of spur track serving Ford Motor Company
Mile PostFeet,Toledo
Subdivision, Saginaw Division, at or near Wixon
, County of Oekland , 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-3727A
marked for identification "Exhibit A" and Licensee's Data Sheet, marked for identification
*Exhibit 8"
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
association which now or may hereafter have any such facilities on Railway's right of way at er in the vicinity
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 seid

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

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 interference interference interference in the contraction of th 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.
- 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 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.
- Licensee shall and will at all times hereafter release Railway from, and indemnify and save harmless o. Licensee shall and will at all times hereafter release Kanway from, and indemnity and save narmiess 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 of Licensee in the construction, installation, maintenance, existence, use, renewal or removal of said Crossing.
- 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 assessments are stated Countries. and regulations covering the operation of said Crossing.

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- 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

-----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.

15. Agreement dated December 29, 1965 between the above parties covering a wire line crossing at the above location is hereby terminated.

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

Approved as to form:

. . 158

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

Assistant General Solicitor

THE DETROIT EDISON COMPANY

Director

Properties and Right of Way Department

(title)

RECORDED REGHT OF WAY NO.

Om. Samber

Revision of Crossing Rx-3727

Covered Under Permit ED-2-8-5729 Dated: 2-2-66

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the "Wayne-Pontiac", and the "Argenta-Pontiac" 345KV transmission circuits over the C&O Railroad approximately 3,165 ft. south of the centerline of Pontiac Trail Road and 2,600 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.

Towers and Crossarms

Per attached photostat #T-9975

Conductors

 $T_{\rm WO}$ - 954 MCM 54/7 ACSR conductors per phase with 18" sub spacing and two - 159 MCM 12/7 ACSR ground wires.

Insulators

17 - 5 3/4" x 10" 0.B. #32440 or equivalent in suspension.

Guy and Guy Attachments None

Guy Clamps and Insulators

None

Guy Anchor and Anchor Rods

None

Suspension and Deadend Details

As shown on attached drawing No. ED-5924.

EXHIBIT 3

APPROVED

E. M. HASTINGS, JR.

ASST. UTILITIES ENGINEER

General Engineering Dept. MLF/gmk 12/26/67

