RECORDED RIGHT OF WAY HO. 43740



T. R. Jackson Assistant Vice President



6737 Southpoint Drive, South Suite 100 Jacksonville, Florida 32216 (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 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.
By: CSX Real Property, Inc.
Its Attorney-in-Fact

T. R. Jackson Assistant Vice President

TRJ: hkm

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

DETROIT EDISON COMPANY

BY:

Title: Paul W. Potter, Director Corporate Real Estate

To:

Records Center

April 7, 1978

From:

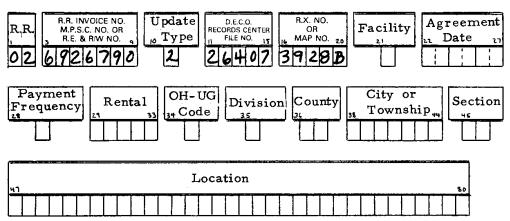
Doreen McLain

Real Estate and Rights of Way Department

Subject:

Revision of Subtransmission R/W crossing the Chesapeake & Ohio Railroad, Wixom, Novi Twp., Oakland County, Section 5, TlN, R8E, RX-3928B

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

Appro

cc: (X Accounts Payable

Service Planning

X System Engineering C VAN PARIS

☐ Transmission & Distribution

DE FORM RR-15 3-76CS

RECORDED RIGHT OF WAY NO. 26 407

THE DETROIT EDISON COM. ANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

May 25, 1972

TO RECORDS	CENTER:
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Chesapeake and Ohio Re	ilway Company	Railroad F	11e No. 131-4-10889
acilities Covered:			
Two 120,000-volt trans	mission circuit	with two gro	und wires.
pecific Location:	200 feet South of	f Donties Tre	il Road and approxima
In private property 3: 2800 feet East of Wix		rontiac ira	III Koed sim sphiorims
R. R. Valuation Station 17 +	85 Lincoln Mile	Post	
City /XXXXXX Wixom		Novi, Secti	lon 5
County Oakland	Detroit Ediso	n Plan No. 🔣	(-3928A
Agreement Action Date	rch 24, 1972	R. R. P.	lan No. Used DECo. Plan
			0
reparation ree			
	cement dated	, 20, 2370	
Supersedes and Cancels Agre			
Supersedes and Cancels Agro Attached Agreement is to be	made a part of R/W.	26407	
Supersedes and Cancels Agro Attached Agreement is to be Attached Grand Trunk Weste	made a part of R/W.	26407	
Supersedes and Cancels Agro Attached Agreement is to be Attached Grand Trunk Weste	made a part of R/W.	26407	
Supersedes and Cancels Agro Attached Agreement is to be Attached Grand Trunk Weste of R/W No. 9064.	made a part of R/W.	26407	
Supersedes and Cancels Agro Attached Agreement is to be Attached Grand Trunk Weste	made a part of R/W.	26407 No	to be made a pa
Supersedes and Cancels Agro Attached Agreement is to be Attached Grand Trunk Weste	made a part of R/W.	26407 No	

DE FORM PD 189 4-72 CS



J. T. COLLINSON

GENERAL MANAGER-CHIEF ENGINEER

THE CHESAPEAKE AND OHIO RAILWAY COMPANY THE BALTIMORE AND OHIO RAILROAD COMPANY

ENGINEERING DEPARTMENT HUNTINGTON, W. VA. 25718

May 8, 1972

File: 131-4-10889 IF/44

I. W. GAMBLE MAY 1 2 1972

R/E & R/W DEPT:

Mr. 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

Dear Mr. Gamble:

This refers to your letter of April 19, 1972, Plan RX-3928A, returning proposed agreement dated March 24, 1972, covering an aerial power line crossing our tracks and right of way at Station 17 plus 85 Lincoln Lead, on our Toledo Subdivision, Detroit Terminal Division, near Wixom, Oakland County, Michigan.

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

Yours very truly,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

. T. Collinson

Gen. Manager-Chief Engineer

THE DETROIT EDISON COMPANY

2000 Second Avenue
Detroit, Michigan 48226

April 19, 1972

Railroad File No. 131-4-10889

Mr. J. T. Collinson General Manager - Chief Engineer Chesapeake and Ohio Railway Company P. O. Box 1800 Huntington, West Virginia 25718

Dear Mr. Collinson:

We are returning agreement/permix in duplicate, covering our facilities over your tracks and right of way as shown on our Plan_RX-3928A______, and located as follows:

In private property approximately 3200 feet South of Pontiac Trail Road and approximately 2800 feet East of Wixom Road.

Railroad Val. Sta. 17 + 85 Lincoln Lead

City/WXXXXX Wixom Township, Novi, Section 5

County Oekland . The agreement/passets has been signed for our Company.

Will you please return one fully executed copy of this agreement.

Yours very truly,

Ter I. W. Gamble

Supervisor of Rights of Way
Real Estate and Rights of Way Dept.

HB: dmk



THE CHESAPEAKE AND OHIO RAILWAY COMPANY
THE BALTIMORE AND OHIO RAILROAD COMPANY

Huntington, West Virginia March 30, 1972

File: 131-4-10889 IF/44

APR 5 1972

RYE & R/W DEPR

ck

Mr. 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

Dear Mr. Gamble:

This refers to your letter of March 1, 1972, Plan RX-3928A, covering a proposed power line crossing our tracks and Right of Way at Station 17 plus 85, Lincoln Lead, on our Toledo Subdivision, Detroit Terminal Division.

With the understanding that the enclosed proposed agreement has been properly executed, and returned to the undersigned, this is your authority to proceed with the construction. Three days' advance notice, in writing, of the start of construction shall be submitted to Superintendent M. W. Karsten, Detroit, Michigan.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

J. T. Collenio

J. T. Collinson
Geo. Manager-Chief Engineer

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

March 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 Chesspeaks and this Relivey Company, City of Wines, Section 5, Novi Tup. Makiand County, Michigan.

Two 120,000-volt transmission circuit and two ground wires located in private property 3200 feet South of Postise Trail Read and approximately 2300 feet East of Wixon Read.

Radirond Val. Sta. 17 plus 85 Lincoln Load

This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. 22-2-20 dated 3-19-70 This is a new crossing. Permit No. 22-2-7025 Date 3-30-72	·~···Cacc
This is a new crossing. Reference number of construction drawing is RX-	
This is a new crossing.	
Waiver of hearing by the Railroad Company is covered by blanket waiver.	i y
Enclosed is a waiver of hearing granted by the Railroad Company. Pared 3-1	

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

. * * * *

	Railroad Wire-Cro	ossing Permit No.
The D	etroit Edison Company	(Applicant) has filed an
application pursu	uant to Act 171, P.A. 1893, as amer	(Applicant) has filed an nded, for permission to string wires
across the tracks	of the Chesapeake and Chio R	ailway Company (Railroad).
Applicant and the Railroad	has conformed with the filing proc has waived the right of notice and	cedures of Commission Order No. 1868 d hearing provided for in Act 171.
THEREFORE, tracks of the Rai	, IT IS ORDERED that Applicant be p lroad as indicated on the attached	permitted to string wires across the d plans and described as follows:
City of	Crossing of two (2) 120 KV	, 60 Hz, 3 phase, 3 wire,
Wixom	transmission circuits, on a steel tower line, known as	one (1) double circuit Wixom-Hancock 120 KV
County of	tower line, with two (2) gr	round wires, located in
Oakland	private property at a point Trail Road, approximately	t 3200' south of Pontiac
State of	Road, at Railroad Val. Sta	. 17 plus 85 Lincoln
Michigan	Lead, in Section 5, Novi To	
	6 - 1431 MCM 45/7 ACSR phase 2 - 7/16" steel ground wire	se coudactors
	· · · · · ·	
		Per Drawing RX-3928A
1		
At the po Commission Order		e installed in full accordance with
		MICHIGAN PUBLIC SERVICE COMMISSION
	((1.100.1. # (I.1.1
	(SEAL)	Willis F. Ward Chairman
DATED.		Lenton G. Sculthorp
DATED: March	30, 1972	Commissioner
Barl B. Klos	mparens	William R. Ralls
Its Socratory		Commissioner

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

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. ED2-8-7025

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 March in the year of our Lord one thousand nine hundred seventy-two

Earl B Homparens

AREA CODE 313 TELEPHONE 962-2100

THE DETROIT EDISON CON ANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

DE	TROIT, MICHIGAN	Challes.	17 plus	85 Lincoln Lea
O:	March 1, 1972	Location	· - · · · · · ·	
M		Sub-Divisorin	<u>Toledo</u> Detroit	Terminal
Mr. J. T. Collinson General Manager - Chief Engi		MES. L. III	<u>De Liore</u>	Terminal 3.24-72
Chasapaaka and Ohio Railway P. O. Box 1800	Company	The street	• • • • • • • • • • • • • • • • • • •	
Euntington, West Virginia	25718			
				J-T.C. Claus
10 1 198 C		Your File	RX-3928A	t to divine the
roposed Overhead Wire Crossing:		C. & O. File	131-4- <u>108</u>	389
Two 120,000-volt transmission	on circuit and two	ground wires.		
MOTE: Adding a second circ	uit and mound wite	te evistine	rrassing.	
MOTE: Adding a second circ	alt and Reone Arts	to extering	crossing.	
:Sia Lagation				
pecific Location				
pecific Location In private property 3200 fe	et South of Pontiac	: Trail Road a	nd approxim	ately
		: Trail Road a	nd approxim	acely
In private property 3200 fe		: Trail Road a	nd appro xic	acely
In private property 3200 fe 2800 feet East of Wixon Res	4.			
In private property 3200 for 2800 feet East of Wixen Res	4. R. R. Mile F	ost		
In private property 3200 for 2800 feet East of Wixon Res	4. R. R. Mile F	ost		
In private property 3200 feet 2800 feet 2800 of Winon Res	 R. R. Mile F Township∆	Post		
In private property 3200 feet 2800 feet 2800 of Winon Res R. Valuation Station 17 + 65 Sity Williage Winon County Oakland Detroit	R. R. Mile F Township∆ it Edison Plan Attached	PostSection	5	
In private property 3200 feet 2800 feet 2801 of Winon Res I. R. Valuation Station 17 + 65 Sity Williage Winon County Oakland Detroited is a New Crossing	R. R. Mile F Township \(\Delta \) it Edison Plan Attached This is a Reconstr	PostSection Ax-3928A uction of Existi	s ng Crossing	
In private property 3200 for 2800 feet East of Wines Rose I. R. Valuation Station 17 + 65 City Williage Wines Detroit Chis is a New Crossing	R. R. Mile F Township∆ it Edison Plan Attached This is a Reconstr	PostSection Ax-3928A uction of Existi	s ng Crossing	*
In private property 3200 for 2800 feet East of Wines Res I. R. Valuation Station 17 + 65 Sity Williage Wines County Ockland Detroit Previous Agreement Information (if a	R. R. Mile F Township∆ it Edison Plan Attached This is a Reconstrany) Dates_20_70	Post	ng Crossing	X SCo. Plan
In private property 3200 for 2800 feet East of Wines Rose R. R. Valuation Station 17 + 65 City Willage Wines County Oakland Detroit Previous Agreement Information (if a Agreement File No. 131-4-16 Blanket Waiver of Hearing Covers	R. R. Mile F Township∆ it Edison Plan Attached This is a Reconstrany) Dates_20_70	Section Rx-3928A uction of Existi (R. F	ng Crossing	X SCo. Plan
In private property 3200 feet 2800 feet 2800 of Wilson Real Real City Willoge Wilson Detroit of Station Detroit of Station Detroit of Station Station Of Station Detroit of Station Station Of Station	R. R. Mile F Township \(\Delta \) It Edison Plan Attached This is a Reconstrany) Date \(\frac{20-70}{20-70} \) Waiver of F aring to be mailed to ap	Post	ng Crossing R. Plandsed f ed in duplic	X SCo. Plan
In private property 3200 for 2800 feet East of Wines Rose R. R. Valuation Station 17 + 85 City Village Wines County Oakland Detroit Chis is a New Crossing Devious Agreement Information (if a Agreement File No. 131-4-16 Blanket Waiver of Hearing Covers	R. R. Mile F Township \(\triangle \) It Edison Plan Attached This is a Reconstrany) Date \(\frac{1}{20-70} \) Waiver of F aring to be mailed to ap	Post	ng Crossing R. Plan dsed S ed in duplic low)	RCo. Plan Public Service

RECORDED RIGHT OF WAY NO. 2640

THI DETROIT EDISON CO. PANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

March 1, 1972

Mr. J. T. Collinson General Manager - Chief Engineer Chesapeake and Ohio Railway Company P. O. Bex 1800 Hunrington, West Virginia 25718

Proposed Overhead Wire Crossing:

Two 120,000-volt transmission circuit and two ground wires.

NOTE: Adding a second circuit and ground wire to existing crossing.

Specific Location

In private property 3200 feet South of Pontiac Trail Road and approximately 2800 feet East of Wixom Road.

R. R. Valuation Station 17 + 85 R. R. Mile Post
City/Village Township Novi
County Oakland Detroit Edison Plan Attached
This is a New Crossing This is a Reconstruction of Existing Crossing
Previous Agreement Information (if any) Date (R. R. Plan) (R. R. Plan)
Agreement File No. 131-4-10889
Blanket Waiver of Hearing Covers, Waiver of Hearing Requested (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.
HB:dmk Real Estate and Rights of Way Department

DATA SHEET TO ACCOMPANY DRAWING RX-3928A Revision of Crossing Rx-3928 Covered Under Permit ED-2-8-6510 Dated 3-19-70

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Wixom - Hancock 120 kV tower line over the C & O Railroad approximately 3,200 feet south of Pontiac Trail Road and approximately 2,800 feet east of Wixom Road. Town 1N., Range 8E, Section #5, City of Wixom, Oakland County, Michigan.

Circuits

Two (2) 120,000 volt, 60 cycle, 3-phase transmission circuit, and two (2) ground wires.

Towers and Crossarms

Steel towers as per attached drawings B-5 (AA) and T-8414 (AD).

Conductors

Six 1431 Mcm 45/7 ACSR and two 7/16" steel ground wires.

Insulators

8 - 5-3/4" x 10" 0.B. 48008 in suspension. 9 - 5-3/4" x 10" 0.B. 47410 in deadend.

Suspension and Deadend Details

As shown on drawing RX-3928.

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

DIST. UTILITY ENGINEER MICHIGAN STATE HIGHWAY DEPT.

Dear Mr. Bordner:

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

Crossing of the Wixom-Hancock 120 kV tower line over the Chesapeake & Ohio Railroad approximately 3,200 feet south of Pontiac Trail Road and approximately 2,800 feet east of Wixom Road. Town lN., Range 8E, Section 5, City of Wixom, Oakland County

The railroad has given a waiver dated March 22, 1978. The proposed crossing is shown on drawing No. RX-3928B.

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

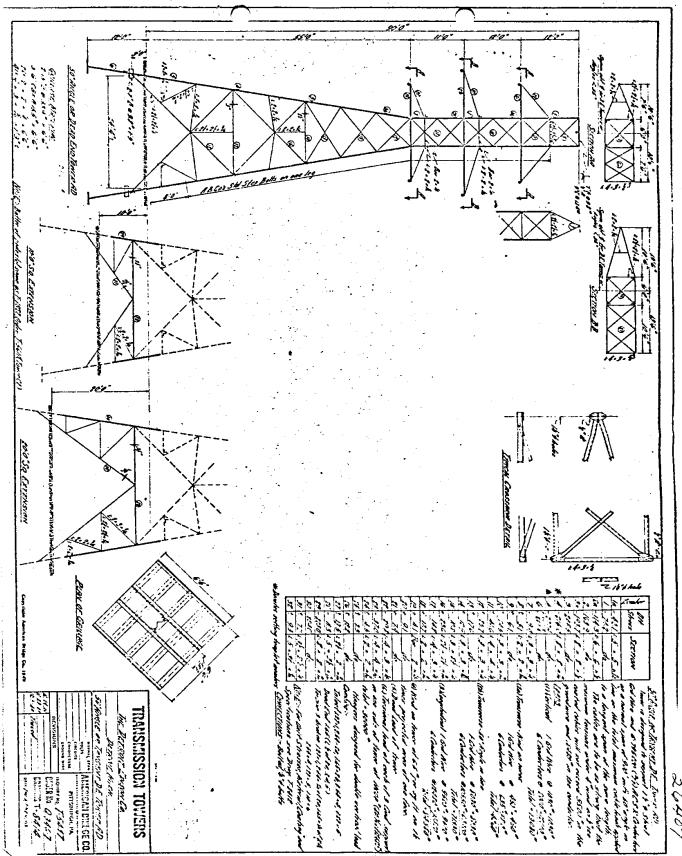
p-	DO N	OT WRITE IN T	HIS BOX
1	Application	No. 6300	0-5-78
2	Permit No.	ME-14	
1	Date of	4-5-7	
	ee Amount	Date Date	4-4-78
]	Cash	Bill	BYHAO
1			

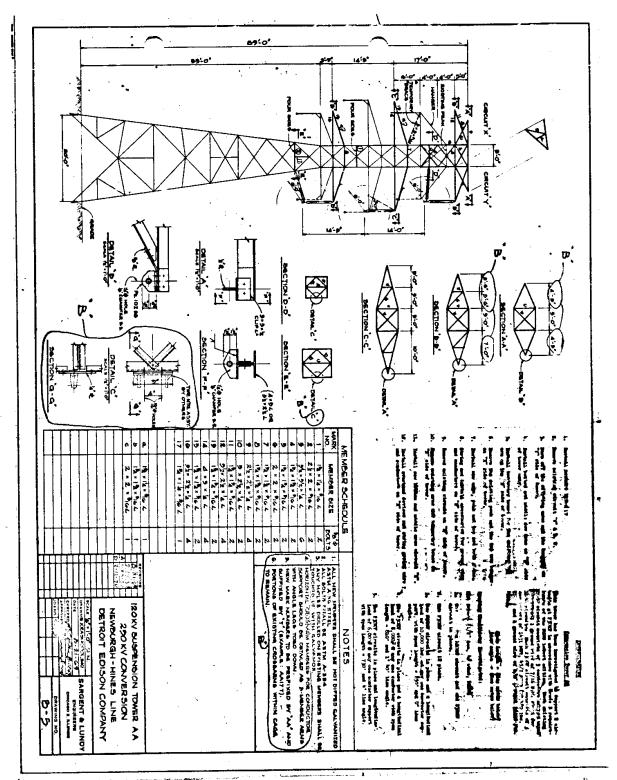
Very truly yours

John A. Haddow

Public Agency Coordinator Real Estate & Rights of Way

JAH/dm





THE CALCULATIONS FOR THIS TRIAL ARE EGR., STUDY 1431 ACSR. 45/7 STRESS-STRAIN CURVES USED REPRESENT 1,192,500 CM ACSR 45/7 ST ART ING RUL ING STARTING AREA OF INITIAL CONDUCTOR INDEX SPAN SAG OR TENSION MAX TEN 700.0 ı 13000.00 1.50500 1600 *****CREEP IS A INITIAL FINAL TEMP. SAG TENSION SAG TENSION INDEX , 12053. 15.29 -13000. 16.50 0. 11.44 8653. 13.95 7152. 14.44 0. 11962. 15.90 10869. 30. 13.02 7605. 15.59 6357. 60. 14.62 6775. 17.24 5752. ۹ŋ. 16.50 6119. 18.80 5277. 6 17.72 5597. 4894. 150. 50.58 23.91 4158. 8 257. 3799. 56.51 ************

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

May 25, 1972

TO RECORDS CENTER:

Attached is fully executed copy of agreement/permits from:

Chesapeake and Ohio Railway Company Railroad File No. 131-4-10889

Facilities Covered:

Two 120,000-volt transmission circuit with two ground wires.

Specific Location:

In private property 3200 feet South of Pontiac Trail Road and approximately 2800 feet East of Wixom Road.

MIT NO.
PERMIT NO.
Max of the Mark Day
R. R. Valuation Station 17 + 85 Lincoln Mile Post
City/XXXXXX Wixom Township Novi, Section 5
County Oakland Detroit Edison Plan No. RX-3928A
Agreement/PEXXX Date March 24, 1972 R. R. Plan No. Used DECo. Plan
Preparation Fee\$100.00Annual Rental\$100.00
Supersedes and Cancels Agreement dated May 20, 1970 R/W No. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Attached Agreement is to be made a part of R/W
Attached Grand Trunk Western Railroad Permit Noto be made a part REFERRED TO of R/W No. 9064.
RECORDS CENTER 8-15-72
Checkell & G. G.
CLASSIFICO I W. Gamble, Supervisor of Rights of Way HB;dmk
TD: UMA
AUG 1 5 1972 RAP NOV-2

RECORDED RIGHT OF WAY NO.

RECORDED RIGHT OF WAY NO. 20 40

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this day of	etween
THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter	called
"Railway", and THE DETROIT EDISON COMPANY, a Michigan and New York corporation	
hereinafter called "Licensee" (all words herein referring to Licensee to be taken of such number and genthe context may require):	nder as
WITNESSETH THAT:	
WHEREAS, Licensee desires to construct, operate and maintain a wire and/or cable lineover_	
and across the right of way, tracks and wires of Railway, consisting of six (6) 1431 MCM 45/7 AC	SR
120,000 volt wires and two (2) 7/16" steel ground wires	
at a point located at Station 17 plus 85, Lincoln Lead	
Mile PostFeet,Toledo	
Subdivision, Detroit Terminal Division, at or near Vixon	
said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, b	eing in
accordance with attached Licensee's Drawing RX-3928A, dated 1-22-70, revised 2-22-2 and data sheet marked for identification "Exhibit A"	
which are made a part of this agreement.	ent and

which are incorporated herein and made a part hereof by reference; said crossing and the aforesaid facilit appurtenances thereto being hereinafter referred to collectively as "Crossing"; and	ies and
WHEREAS, Railway is willing for said Crossing so to be constructed, operated and maintained, up following terms, covenants, conditions and limitations;	pon the
NOW, THEREFORE, in consideration of the premises and the observance by Licensee of the covenants, conditions and limitations hereinafter set forth, it is agreed by and between the parties he follows:	
1. Railway hereby licenses and permits Licensee, at its sole risk, cost and expense, to construct, of maintain and renew said Crossing across the right of way, tracks, wires and any other facilities of H	perate, Railway
association which now or may hereafter have any such facilities on Railway's right of way at or in the	ation or

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 and 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 Chief Engineer—System, or other authorized officer of Railway.

- 4. In the event the construction, operation or maintenance of said Crossing shall, in the judgment of Railway, necessitate any changes or alterations in any OTHER FACILITIES, then Railway may make or cause to be made all such changes and alterations at the sole risk, cost and expense of Licensee, and Licensee shall reimburse Railway therefor promptly upon receipt of Railway's bill for such work.
- 5. If, in the judgment of Railway, the operation, existence or maintenance of said Crossing shall at any time cause interference, including but not limited to physical interference, interference from electromagnetic induction, from electrostatic induction, or from stray or other currents, with OTHER FACILITIES, or shall, in any manner, interfere with the operation, maintenance or use by Railway of its right of way, tracks, structures, pole lines, devices, other property or any appurtenances thereto, then and in any such event, Licensee, upon receipt of written notice from Railway of any such interference, shall promptly, at its own risk, cost and expense, make such changes in its Crossing as, in the judgment of Railway, may be required to eliminate all such interference.
- 6. In the event that Licensee shall at any time desire to make changes in the physical or operational characteristics of said Crossing, it shall first secure in writing the consent and approval of Railway, and Licensee agrees that such changes shall be made at its sole risk, cost and expense, and subject to all the terms, covenants, conditions and limitations of this agreement.
- 7. In the event Railway shall at any time deem it necessary or advisable to change the grade or location of its track or tracks, to construct any additional track or tracks, to make any other additions and betterments, or otherwise improve, change or relocate its structures, pole lines, devices or facilities at or in the vicinity of said Crossing, which rights Railway hereby expressly reserves unto itself, Licensee, within thirty (30) days after receiving written notice from Railway so to do, shall promptly, at its own risk, cost and expense, relocate, raise, alter or otherwise change its Crossing to a location and in a manner and in conformity with such applicable specifications which, in the judgment of Railway, will enable Railway to make any of the aforesaid changes which it may deem necessary or desirable.
- 8. Licensee shall and will at all times hereafter release Railway from, and indemnify and save harmless Railway from and against any and all liability, claims, demands, loss, detriments, costs, damages, charges or expenses which Railway may incur, suffer, sustain, be put to, or be in any way subjected to, on account of injury to or death of any persons and loss or destruction of or damage to any property, including but not limited to, OTHER FACILITIES, caused by, resulting from, arising out of, or in any manner connected with the negligence of Licensee in the construction, installation, maintenance, existence, use, renewal or removal of said Crossing.
- 9. Licensee hereby assumes all risk of loss, destruction or damage of any nature to said Crossing howsoever caused, and Licensee hereby releases Railway from all liability on account thereof.
- 10. Licensee shall promptly pay and discharge all taxes, assessments and other governmental and/or municipal charges upon said Crossing and shall promptly comply with all governmental and/or municipal rules and regulations covering the operation of said Crossing.

- 11. Licensee shall pay to Railway upon the execution of this agreement a license fee of One Hundred Dollars (\$100.00) toward the cost of preparation of this agreement and supervision expense. Licensee shall also pay to Railway as a rental charge for the use of its premises the sum of One Hundred Dollars (\$100.00) per annum in advance for each and every year or fraction thereof during which this agreement shall remain in force and effect.
- 12. This agreement shall continue in force and effect until terminated by ninety (90) days' notice in writing from either party to the other of its intention to terminate the same, except that termination of this agreement shall not relieve or release Licensee from any liability or obligation which may have been incurred or assumed by Licensee hereunder prior to the termination hereof.
- 13. In the event this agreement shall be at any time terminated as herein provided, or Licensee, in the judgment of Railway, shall have abandoned said Crossing, said Licensee shall, at its sole risk, cost and expense, forthwith upon request of Railway so to do, remove said Crossing from and across the right of way and premises aforesaid, and in the event of the failure or refusal of Licensee, within thirty (30) days after receipt of such request, to remove said Crossing and restore and leave said right of way and premises in as good condition as before the installation of said Crossing, then and in that event Railway, without incurring any liability to Licensee, may, at its option, remove said Crossing. Licensee shall reimburse Railway for the entire cost and expense of such removal and restoration upon receipt of Railway's bill therefor.
- 14. The terms and provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of Railway, and any other person, firm, corporation or association now or hereafter having facilities on Railway's right of way at or in the vicinity of the Crossing, and the successors, heirs, personal representatives and assigns of Licensee. No assignment by Licensee of this agreement or of any rights hereunder shall be made without the prior written consent of Railway.

15. Agreement dated May 20, 1970 between the above parties covering a crossing at the above location is hereby terminated.

fic

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By General Nanager

THE DETROIT EDISON COMPANY

Licensee

By Licensee

APPROVED AS TO THE DESCRIPTION OF Way Department

(title)

RECORDED RIGHT OF WAY NO 276 56

DATA SHEET TO ACCOMPANY DRAWING RX-3928A Revision of Crossing Rx-3928 Covered Under Permit ED-2-8-6510 Dated 3-19-70

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Wixom - Hancock 120 kV tower line over the
C & O Railroad approximately 3,200 feet south of Pontiac Trail Road and approximately 2,800 feet east of Wixom Road. Town 1N., Range 8E, Section #5, City of Wixom, Oakland County, Michigan.

 $\frac{\text{Circuits}}{\text{Two (2) 120,000 volt, 60 cycle, 3-phase transmission circuit,}}$ and two (2) ground wires.

Towers and Crossarms

Steel towers as per attached drawings B-5 (AA) and T-8414 (AD).

Conductors
Six 1431 Mcm 45/7 ACSR and two 7/16" steel ground wires.

Insulators 8 - 5-3/4" x 10" 0.B. 48008 in suspension. 9 - 5-3/4" x 10" 0.B. 47410 in deadend.

Suspension and Deadend Details

As shown on drawing RX-3928.

RECORDED RIGHT OF WAY NO.

System Engineering Department CVP/mak 2/24/72

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

July 24, 1970

TO	RECORDS	CENTER

Attached is fully executed copy of agreement/perxix from:

The Chesapeake and Ohio Railway Company R.R. File No. 131-4-10889 IF/36

Facilities Covered:

One 120,000 volt transmission circuit and one ground wire.

Specific Location:

Approximately 3200 ft. South of Pontiac Trail Road and approximately 2800 ft. East of Wixom Road.

	R. R. Valuation Station 17+85	Mile Post
	City/************************************	vnship Novi, Sec. 5
	County Oakland Detroi	it Edison Plan No. RX-3928
	Agreement/Runnin Date May 20, 197	R. R. Plan No. <u>Used DECo Plan</u>
	Preparation Fee \$100.00 An	nual Rental_ \$100.00
	Supersedes and Cancels Agreement dated	R/W No
	This is a Supplemental Agreement and is	to be made a part of R/W
REFERENTO	Attached Grand Trunk Western Railroad P of R/W No. 9064.	GEN'L. ACCTG. DEPT.
Tu	RECORDS CENTER	CONTRACT BOOK NO
	RECEIVED ALC 17 70 FLOKLER MADE CLASSIFIED	J. 2. Schotfuger
	JVS:mls	Troperties and Rights of Way
DE FORM PD 189	2- 64 cs	Properties and Rights of Way Department Since

RECORDED RIGHT OF WAY NO. 36407

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

WIRE AND/OR				
THIS AGREEMENT, made as of this	20th	day of	May	, 19 <u>70</u> , between
THE CHESAPEAKE AND OHIO RAILWAY				ion, hereinafter called
"Railway", and THE DETROIT EDISON COMPA	MY, a No	m York Ca	rporation,	
hereinafter called "Licensee" (all words herein ref the context may require):	erring to l	icensee to b	e taken of such	number and gender as
WITNESSETH THAT:				
WHEREAS, Licensee desires to construct, of	perate and	l maintain a	wire and/or cab	le line
and across the right of way, tracks and wires of Ra	ailway, con	sisting of th	ree (3) 1431	MCM ACSR 120,000
volt wires and one (1) 7/16" steel gro	und wire	•		
at a point located at Station 17 plus 85, L	incein i	.ead,		
Mile Post				
Subdivision, Detroit Terminal				
, County of Oakland				
said crossing, together with the necessary poles, t	towers, co	duits, fixture	es, and appurter	nances the r eto, being ir
accordance with attached Licensee's Chag. No	, RX-39	18, dated	1-22-70, and	d Data Sheet
marked for identification "Exhibit A"		• •		
	_			
	•	whice	h are made a pa	art of this agreement and
	•			
	-			
which are incorporated herein and made a part he appurtenances thereto being hereinafter referred to	ereof by re	ference; said	crossing and th	e aforesaid facilities and
WHEREAS. Railway is willing for said Cro				d maintained was th

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 or in the vicinity

RECORDED RIGHT OF WAY NO. SEYO

atroit 2000 Serond Avenue Detro 1, Michigan 48226 (313) 237-6000

March 17, 1978

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

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 Wixom-Hancock, 120 kV circuit

Specific Location

Crossing of the Wixom-Hancock 120 kV tower line over the C & O Railroad approximately 3,200 feet south of Pontiac Trail Road and Approximately 2,800 feet east of Wixom Road. Town lN., Range 8E, Section 5, City of Wixom, Oakland County

R. R. Valuation Station 17	+ 85 Lincoln R R With Post-	Cartion 5
City/Village Wixom	Lead Township	Novi, Section 5
County Oakland	Detroit Edison Plan Attached	RX-3928B
This is a New Crossing	This is a Reconstruction	on of Existing Crossing
Previous Agreement Informa	tion (if any) Date3/24/72	2 (R.R. Plan) 131-4-10889
Blanket Waiver of Hearing (Waiv	Covers Waiver of Heari	ng Requested XX ant listed below)
All construction will be done Commission.	e in accordance with the rules and re	gulations of the Michigan Public Service
DE FORM PD 187 8-65 C3	JOX.	N. E. INCOOM Lychoy Ceordinator

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 and standards of construction on file with and approved by the Highigan Public Service Commission

and in such manner as not to interfere in any way with the facilities, business or operations of Railway, or of any OTHER FACILITIES, and use material and workmanship satisfactory to the Chief Engineer—System, or other authorized officer of Railway.

- 4. In the event the construction, operation or maintenance of said Crossing shall, in the judgment of Railway, necessitate any changes or alterations in any OTHER FACILITIES, then Railway may make or cause to be made all such changes and alterations at the sole risk, cost and expense of Licensee, and Licensee shall reimburse Railway therefor promptly upon receipt of Railway's bill for such work.
- 5. If, in the judgment of Railway, the operation, existence or maintenance of said Crossing shall at any time cause interference, including but not limited to physical interference, interference from electromagnetic induction, from electrostatic induction, or from stray or other currents, with OTHER FACILITIES, or shall, in any manner, interfere with the operation, maintenance or use by Railway of its right of way, tracks, structures, pole lines, devices, other property or any appurtenances thereto, then and in any such event, Licensee, upon receipt of written notice from Railway of any such interference, shall promptly, at its own risk, cost and expense, make such changes in its Crossing as, in the judgment of Railway, may be required to eliminate all such interference.
- 6. In the event that Licensee shall at any time desire to make changes in the physical or operational characteristics of said Crossing, it shall first secure in writing the consent and approval of Railway, and Licensee agrees that such changes shall be made at its sole risk, cost and expense, and subject to all the terms, covenants, conditions and limitations of this agreement.
- 7. In the event Railway shall at any time deem it necessary or advisable to change the grade or location of its track or tracks, to construct any additional track or tracks, to make any other additions and betterments, or otherwise improve, change or relocate its structures, pole lines, devices or facilities at or in the vicinity of said Crossing, which rights Railway hereby expressly reserves unto itself, Licensee, within thirty (30) days after receiving written notice from Railway so to do, shall promptly, at its own risk, cost and expense, relocate, raise, alter or otherwise change its Crossing to a location and in a manner and in conformity with such applicable specifications which, in the judgment of Railway, will enable Railway to make any of the aforesaid changes which it may deem necessary or desirable.
- 8. Licensee shall and will at all times hereafter release Railway from, and indemnify and save harmless Railway from and against any and all liability, claims, demands, loss, detriments, costs, damages, charges or expenses which Railway may incur, suffer, sustain, be put to, or be in any way subjected to, on account of injury to or death of any persons and loss or destruction of or damage to any property, including but not limited to, OTHER FACILITIES, caused by, resulting from, arising out of, or in any manner connected with the negligence of Licensee in the construction, installation, maintenance, existence, use, renewal or removal of said Crossing.
- 9. Licensee hereby assumes all risk of loss, destruction or damage of any nature to said Crossing howsoever caused, and Licensee hereby releases Railway from all liability on account thereof.
- 10. Licensee shall promptly pay and discharge all taxes, assessments and other governmental and/or municipal charges upon said Crossing and shall promptly comply with all governmental and/or municipal rules and regulations covering the operation of said Crossing.

- 11. Licensee shall pay to Railway upon the execution of this agreement a license fee of ONE HUNGRED DOLLARS (\$100.00) toward the cost of preparation of this agreement and supervision expense. Licensee shall also pay to Railway as a rental charge for the use of its premises the sum of ONE HUNGRED DOLLARS (\$100.00) per annum in advance for each and every year or fraction thereof during which this agreement shall remain in force and effect.
- 12. This agreement shall continue in force and effect until terminated by ninety (90) days' notice in writing from either party to the other of its intention to terminate the same, except that termination of this agreement shall not relieve or release Licensee from any liability or obligation which may have been incurred or assumed by Licensee hereunder prior to the termination hereof.
- 13. In the event this agreement shall be at any time terminated as herein provided, or Licensee, in the judgment of Railway, shall have abandoned said Crossing, said Licensee shall, at its sole risk, cost and expense, forthwith upon request of Railway so to do, remove said Crossing from and across the right of way and premises aforesaid, and in the event of the failure or refusal of Licensee, within thirty (30) days after receipt of such request, to remove said Crossing and restore and leave said right of way and premises in as good condition as before the installation of said Crossing, then and in that event Railway, without incurring any liability to Licensee, may, at its option, remove said Crossing. Licensee shall reimburse Railway for the entire cost and expense of such removal and restoration upon receipt of Railway's bill therefor.
- 14. The terms and provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of Railway,

 and any other person, firm, corporation or association now or hereafter having facilities on Railway's right of way at or in the vicinity of the Crossing, and the successors, heirs, personal representatives and assigns of Licensee.

 No assignment by Licensee of this agreement or of any rights hereunder shall be made without the prior written consent of Railway.

In Marker proved as to form:	REOF, the parties hereto have caused these presents to be duly executed. THE CHESAPEAKE AND OHIO RAILWAY COMPANY		
	By H Flencher gr	_	
Approved!	APPROVID: MUNICIPALITY		
Approved. L. B. Hayslip	Superintendent THE SETROIT EDISON COMPANY Licensee	_	
J. W. Games	By Director Properties and Right of Way Department	- Can	
· · · · · · · · · · · · · · · · · · ·	Troportion and Argue of May deportmen		

RECORDED RIGHT OF WAY NO.

DATA SHEET TO ACCOMPANY DRAWING RX-3928

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Wixom-Hancock 120KV tower line over the C&O R.R. approx. 3,200' south of Pontiac Trail Rd. and approx. 2,800' east of Wixom Rd. Town lN., Range 8E, Section #5, City of Wixom, Oakland County, Michigan.

Circuits

One 120,000 volt, 60 cycle, 3-phase transmission circuit, and one (1) ground wire.

Towers and Crossarms

Steel towers as per attached Dwgs. T-8412 & T-8414

Conductors

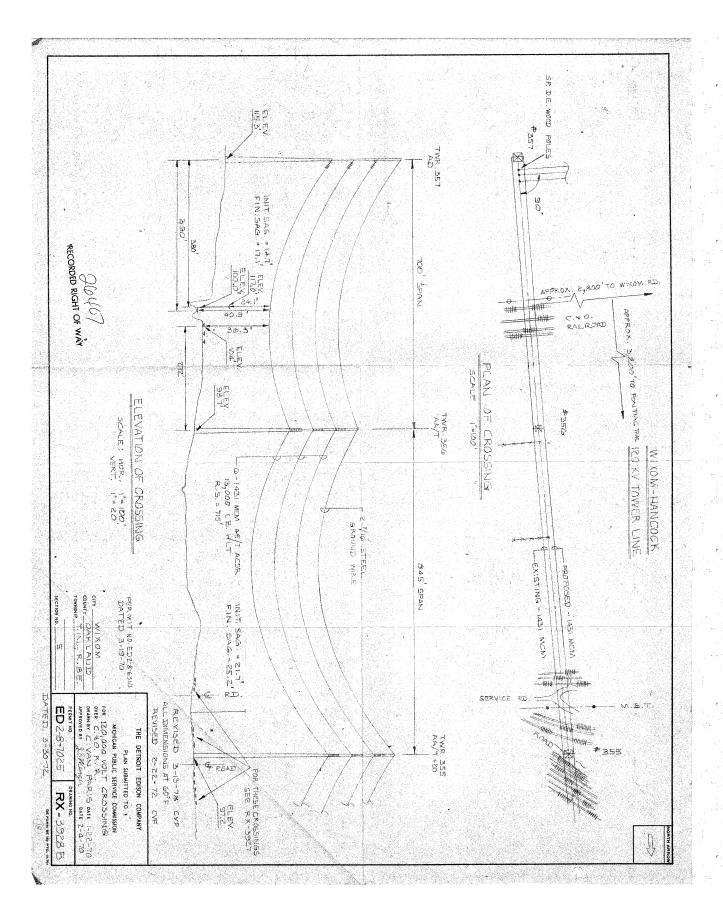
3-1431 MCM 45/7 ACSR and (1) 7/16" steel ground wire.

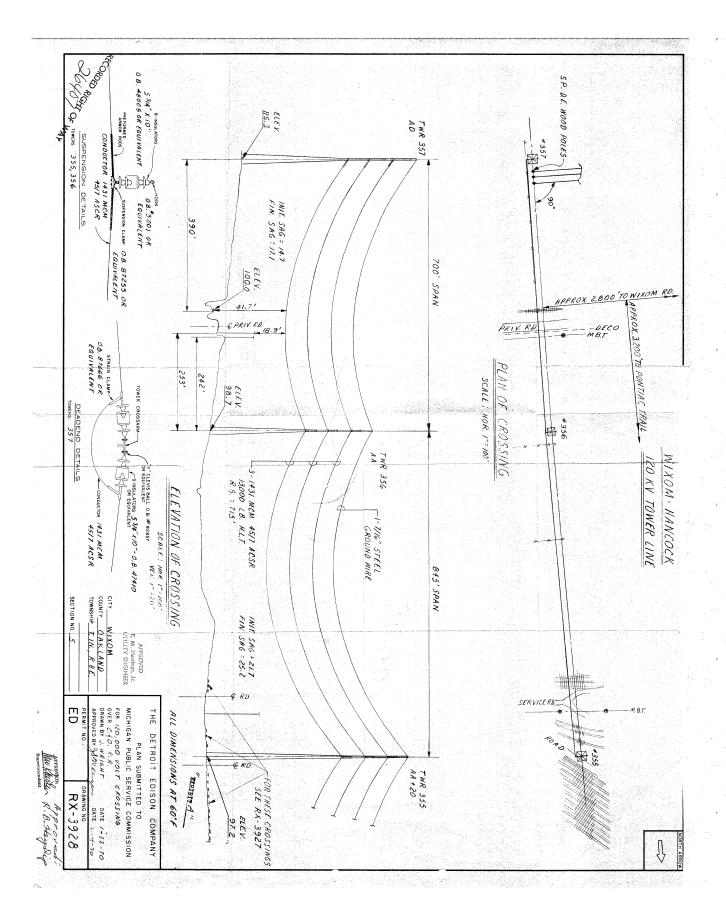
Insulators

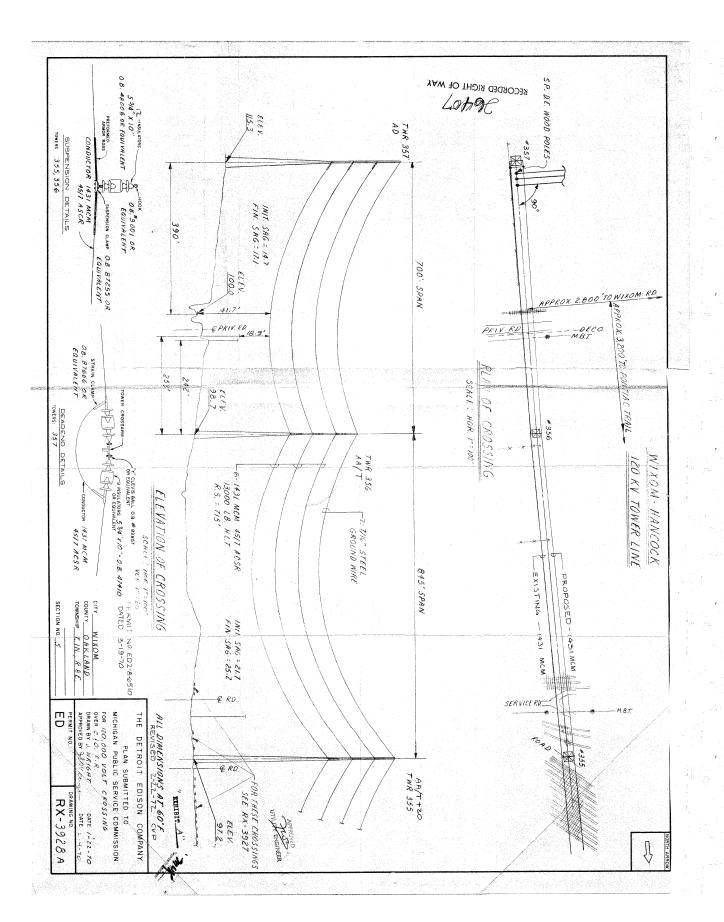
8-5%"x10"-0.B. 48008 in suspension 9-5%"x10"-0.B. 47410 in deadend

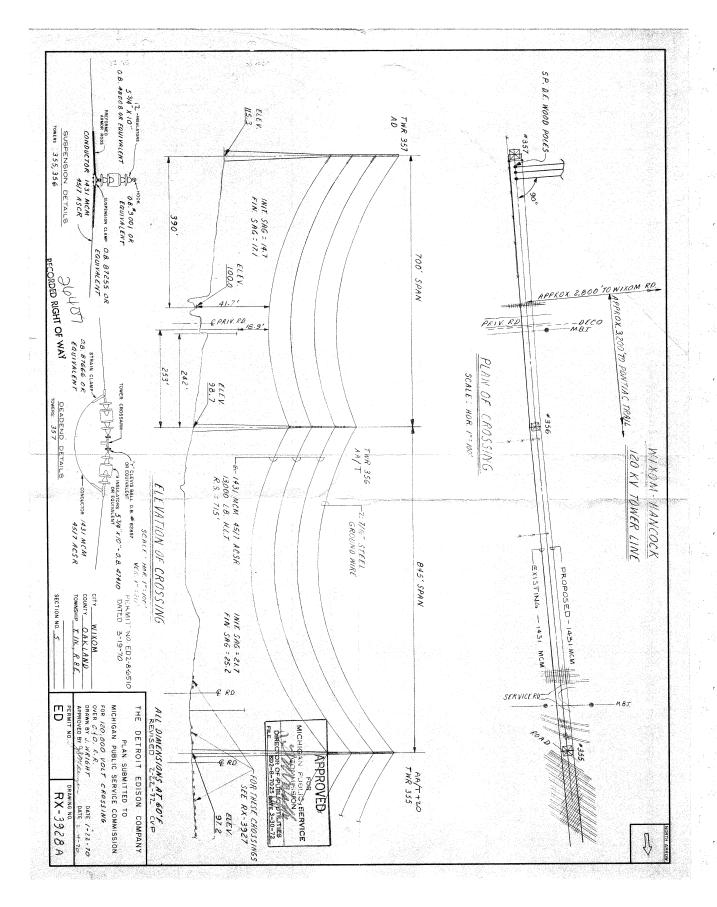
Suspension and Deadend Details
As shown on Dwg. RX-3928

General Engineering Dept
JW/ct 2/3/70











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

March 23, 1978

File: 131-4-10889 BH/89

The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

Attention: Mr. John H. Haddow
Public Agency Coordinator

Gentlemen:

This refers to that certain agreement dated March 24, 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 17 plus 85, 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-3928B (last revised 3-13-78) 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 Engineer

Letter-amendment acknowledged and agreed to this _30tL day of _6

THE DETROIT EDISON COMPANY

March, 1978

ROBERT R. TEWKSBURY, DIRECTOR

Real Estate and Rights 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.

DATA SHEET TO ACCOMPANY DRAWING RX-3928B Revision of Crossing Rx-3928A Covered Under Permit ED2-8-7025 Dated 3/30/72

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Wixom-Hancock 120 kV tower line over the C&O Railroad approximately 3,200 feet south of Pontiac Trail Road and approximately 2,800 feet east of Wixom Road. Town IN., Range 8E, Section 5, City of Wixom, Oakland County, Michigan.

Circuits

Two (2) 120,000 volt, 60 cycle, 3 phase transmission circuit, and two (2) ground wires.

Towers and Crossarms

Steel towers as per attached drawings, B-5(AA), and T-8414 (AD).

Conductors

Six 1431 Mcm 45/7 ACSR and two 7/16" steel ground wires.

Insulators

 $^{-}8$ - 5 3/4" x 10" 0.B. 48008 in suspension. 9 - 5 3/4" x 10" 0.B. 47410 in deadend.

Guy and Guy Attachments

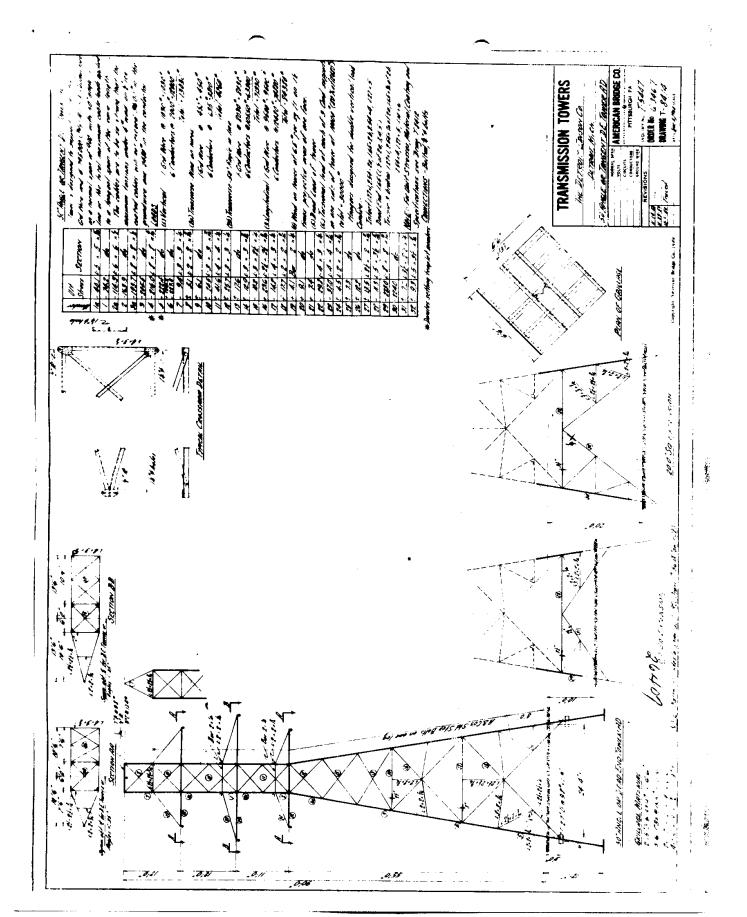
None

Suspension and Deadend Details

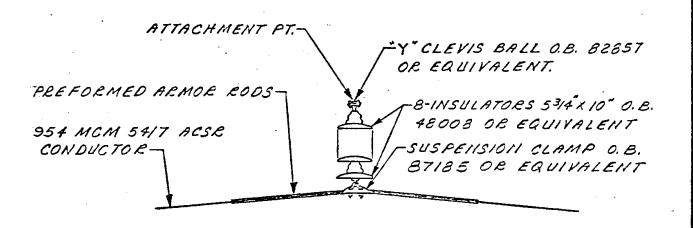
As shown on drawing ED1-7430.

SARGENT & LUNDY ENGINEERS CHICAGO S. LLIMOS PREFIXED BY AA AND 120KV SUSPENSION TOWER AA NEWBURGH-HINES LINE DETROIT EDISON COMPANY TA SHALL BE NOT DIPPED GALVAN 1. Do 1937 clouds in place and longitud land of 6,003 6 my one tendester report villa specificação - 750 mm 1º line and 250 KV CONVERSION NOTES 11. Detail or the or sale or cond. D. The state of th MEMBER SCHEDULE SECTION C-C Commence C SECTION D-D ď 1 ,0-,FI Cuecut'x'

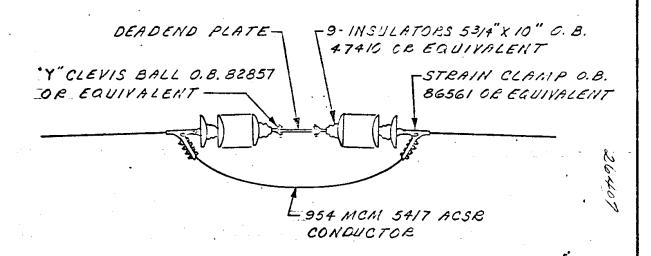
RINGGROUD R. GATT OF WAY NO.



SUSPENSION ASS'Y DETAILS



<u>DEADENO ASS'Y</u> <u>DETAILS</u>



120 KV SUSPENSION É	3811	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT
DEADEND ASS'Y DETAILS		DATE 1-25-7/ DRAWING NUMBER BCALE ED 1 - 7430

DE FORM SE 11 PTG. 4-69+

RAILROAD CROSSING

CHESAPEAKE AND OHIO RAILWAY COMPANY

WIXOM, CITY OF Section 5

In p.p. approx. 3200' S of Pontiac Trail Rd. and approx. 2800' E of Wixom Road.

OAKLAND COUNTY

PLAN RX-3928A

PERMIT NUMBER: ED2-8-7025 dated 3-30-72

April 4, 1972 TO T&D:

BW 26407 AGREEMENT DATED 3-24-72