

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

TO RECORDS CENTER: April 24, 1972

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

Chesapeake and Ohio Railway Company R.R. File No. 131-4-10888

Facilities Covered:

Two 120,000-volt transmission circuits with two ground wires per crossing. (Crossing No. 2)

NOTE: Crossing No. (2) now includes crossing over main line tracks between Towers 354 and 355 previously labeled Crossing No. 3 on original Drawing RX-3927.

Specific Location:

In private property 1780 feet South of Pontiac Trail and approximately 2690 feet East of Wixom Road.

R. R. Valuation Station 11022 + 00 Mile Post

City/Wixom Township

County Oakland Detroit Edison Plan No. RX-3927A

Agreement/~~Permit~~ Date March 14, 1972 R. R. Plan No. Used DE Company Plan

Preparation Fee \$100.00 Annual Rental \$100.00

Supersedes and Cancels Agreement dated February 26, 1970 R/W No. XXXXXXXXXXXXXXX

Attached Agreement is to be made a part of R/W 26472

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

Table with 4 columns and 6 rows. Header: REFERRED TO. Content: HB:dmk, DE FORM PD 189 2-64 CS

RECORDS CENTER RECEIVED JUL 12 '72 TICKLER MADE CLASSIFIED

I. W. Gamble, Supervisor of Rights of Way

AUG 15 1972 RAP NOV-2

RECORDED RIGHT OF WAY NO. 26472

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# The Chesapeake and Ohio Railway Company

## WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this 14th day of March, 1972, between  
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 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 two (2) 120 KV circuits consisting  
of two (2) 7/16" steel ground wires and six (6) 1431 MCM 45/7 ACSR wires  
(Crossing No. 2)

at a point located at Station 11022 plus 00

Mile Post ---- Feet, Toledo

Subdivision, Detroit Terminal 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 Dwg. No. RX-3927A, dated 1-23-70, revised 2-17-72 and  
Data Sheet

marked for identification "Exhibit A" ---

--- 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 RIGHT OF WAY NO. 26472

of said Crossing, all such facilities (other than said Crossing) as set forth and contemplated in this Section 1, being hereinafter referred to collectively as "OTHER FACILITIES".

2. Before constructing said Crossing, Licensee shall, at its sole cost and expense, obtain all necessary authority therefor from any public authority or authorities having jurisdiction in the premises, and shall thereafter observe and comply with the requirements of such public authority or authorities and all applicable laws and regulations.

3. Licensee shall construct, operate, maintain and renew said Crossing in accordance with said Exhibit A and 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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on the execution of this agreement, for the five-year period extending from the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ through the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.~~

RECORDED RIGHT OF WAY 26472

~~and the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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 thereof, Railway shall refund to Licensee the unexpired portion of any rental previously paid by Licensee to Railway in connection with this agreement.~~

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 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 February 26, 1970 between the above parties covering a crossing at the above location is hereby terminated.

*JK*

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

Approved as to form:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

\_\_\_\_\_

By *J. Genachieve Jr.*  
General Manager

APPROVED  
*M. W. Karsten*  
Superintendent

THE DETROIT EDISON COMPANY  
Licensee

By *W. C. Arnold*  
Director

Approved by  
*H. A. Davis*  
*Urambe*

Approved As To Form  
*J. J. James* 3/24/72  
Law Department

Real Estate and Rights of Way Department  
(title)

191-4-10888 IF/37

RECORDED RIGHT OF WAY NO. 26472

DATA SHEET TO ACCOMPANY DRAWING RX-3927A  
Revision of Crossing Rx-3927

Covered Under Permits ED-2-8-6500 Dated 3-11-70

ED-2-8-6501 Dated 3-11-70

ED-2-8-6502 Dated 3-11-70

RECEIVED  
CHIEF ENGINEER SYSTEM  
FEB 28 1972

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. Crossing No. 1: approximately 2,690 feet east of Wixom Road and approximately 1,970 feet south of Pontiac Trail. Crossing No. 2: approximately 1,780 feet south of Pontiac Trail and approximately 2,690 feet east of Wixom Road. City of Wixom, Oakland County, Michigan.

Circuits

Two 120,000 volt, 60 cycle, three-phase transmission circuits and two ground wires per crossing.

Towers and Crossarms

Steel towers as per attached drawing B-1 (AA/T).

Conductors

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

Insulators

Twelve 5-3/4" x 10" O.B. 32440 in suspension.

Suspension and Deadend Details

ED-1-7008

System Engineering Department  
CVP/mak 2/2/72

RECORDED RIGHT OF WAY NO. 26472

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

October 1, 1970

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company R.R. Agreement File No. 131-4-10888

Facilities Covered:

One 120,000 volt transmission circuit and one ground wire. (Crossing No. 3)

Specific Location:

Located approximately 1790 ft. South of Pontiac Trail Road and approximately 2690 ft. East of Wixom Road.

R. R. Valuation Station 11022+00 Mile Post \_\_\_\_\_

City/~~Village~~ Wixom Township \_\_\_\_\_

County Oakland Detroit Edison Plan No. RX-3927

Agreement/~~Permit~~ Date February 26, 1970 R. R. Plan No. Used DECo Plan

Preparation Fee \$100.00 Annual 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 \_\_\_\_\_

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

RECORDS CENTER  
OCT 16 1970

GEN'L. ACCTG. DEPT.  
ENTERED - CANCELLED  
CONTRACT BOOK NO \_\_\_\_\_  
DATE 2/19/71  
BY \_\_\_\_\_  
CHECKED BY I. W. Gamble

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

HLB:mis

RECORDED RIGHT OF WAY NO. 9064  
Cancelled









DATA SHEET TO ACCOMPANY DRAWING RX-3927

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.  
(Crossing #1) approximately 2,100' south of Pontiac trail Rd. and approximately 2,690' east of Wixom Rd. (Crossing #2) tower line over the C&O R.R. approx. 1,970' south of Pont. Trail Rd. and approx. 2,690' east of Wixom Rd. (Crossing #3) tower line over C&O R.R. approximately 1,790' south of Pont. Trail Rd. and approx. 2,690' east of Wixom Rd. Town 1N., Range 8E, Section #5, City of Wixom, Oakland County, Michigan.

Circuits

One 120,000 volt, 60 cycle, 3-phase transmission circuit, one ground wire over each crossing.

Towers and Crossarms

Steel towers as per attached drawings, T-8412 & T-8414.

Conductors

3-1431 MCM 45/7 ACSR and one 7/16" steel ground wire at each crossing.

Insulators

8-5 3/4"x10" O.B. 48008 in suspension.

Suspension and Deadend Details

As shown on Dwg. RX-3927.

General Engineering Dept  
JW/ct 2/3/70

RECORDED RIGHT OF WAY NO. 36473  
Canceled