CORPORATE REAL ESTATE SERVICES

Project No.: BO2950

Location Project No.: BO2950

R/W No.:

RX515

Date:

Detroit

Edison

April 25, 1997

To:

Jocelyn C. McKeldin

Records Center

From:

Tom Wilson >∪

Subject:

Wire Crossing of Railroad Tracks

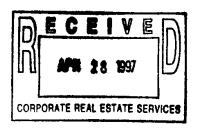
Attached are papers related to the notification, dated April 1, 1997, to CSX Transportation, to revise the above mentioned crossing in the SE. 1/4 of Section 31, City of Wixom, Commerce Township, Oakland County, Michigan.

The Service Center is notified to revise the crossing as requested. Note: All-construction work associated with aerial crossings of railroad tracks requires that you notify the operating railroad as to the actual date of construction, in advance of any work.

Please incorporate these papers into Record Center File No. 26680.

Attachments

cc: Thomas F. Coyne





CORPORATE REAL ESTATE SERVICES

April 1, 1997

Mr. T. F. Tippy Senior Project Engineer **CSX Transportation** 12780 Levan Road Livonia, Michigan 48150

Wire Crossing Reconstruction Notification

Dear Mr. Tippy:

This letter is your notice of the planned reconstruction of an overhead wire crossing over your railroad tracks, within the "Manistee/Renton Intersection Road", public right of way, by The Detroit Edison Company, in the SE 1/4 of Section 31, City of Wixom, Commerce Township, Oakland County, Michigan, as described on the enclosed drawings and information forms.

- Approximately 525' west of Wixom Road and 425' north of Pontiac Trail. 1. Location:
- 2. Detroit Edison Project and Crossing Nos.: BO2950, RX515
- 3. This is a reconstruction of a crossing (Previous CSX Permit L16667/Date: January 26, 1971. Information on this crossing is retained in Edison ROW File No. 26680.
- 4. Please indicate your:
 - R.R. Valuation Station No. 10986 + 43 R.R. Mile Post No. 10.31

 - Will a Flagman or Inspection be required? A TLACMAN WILL BE RERVIRED IF THE LINES ARE AT LESS THAN STANDARD OVERHEAD CLEARANCE DURING THE INSTALLATION. A JULY H24197

All construction will be done in accordance with specification of the Michigan Public Service Commission and all applicable codes and laws.

Michigan law requires you to respond within 30 calendar days of the receipt of this notification. In the event you do not respond within 45 days of the receipt of this letter, our crews will be instructed to begin work.

Please contact me on (313)235-8314 if you have any questions.

Sincerely

Thomas Wilson

Real Estate Associate II Room 2310 WCB

cc: Thomas F. Coyne Attachments

Certified Mail

Return Receipt Recuested

RECORDED RIGHT OF

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

Michigan Public Service Commission Lansing 13, Michigan

DETROIT 26. MICHIGAN ECEIVED
MICHIGAN PUBLIC SERVICE FEB 4 1971 PUBLIC UTILITIES DIVISION

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Chesapeske and Ohio Bailroad in the City of Wimon, SEt of Section 31, Commerce Township TIN, RSE, Oakland County, Highigan.

Span B-H

Three #000 B-13,200 volt wires and one #0 B neutral wire over the tracks of the C&O RR located in private property at a point approximately 510' west of Wixon Road and 440' north of Ponties Trail.

Railroad Maluation Station 10986 + 43

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

	1101128-1-1-1	
	Enclosed is a waiver of hearing granted by the Railroad Company. Dated 1-26-71 R.R. File No. 131-4-11	ें 438
Ō	National of bosping by the Railroad Company is covered by blanket waiver.	i
3	This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. ED2-8-5123 dated 4-19-63	2668
	This is a new crossing.	0

Reference number of construction drawing is RX- 5152

Yours very truly,

J. r. Framea ED2-8-6733 Permit No.

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

Check in circle indicates statement applicable.

THE DETROIT EDISON COMPANY 2000 SECOND AVENUE

DETROIT MICHIGAN 48226

TO:

December 30, 1970

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

HB:dmk

DE FORM PD 187 8-65 CS



Proposed Overhead Wire Crossing:	
	olt wires and One No. O B neutral wire. (Span B-H)
	Station:10986 plus 43
	Location:
	Sub-Division:
	Division:Detroit Terminal
	M.P.S.C. Hearing Waived
	The Chesapeake and Ohio Railway Company
	Chief Engineer-Control
	Chief Engineer-Condition
Specific Location	Your FileRX-515E
	C. & O. File 131-4- 11438
Wixom Road and 440 feet N	North of Pontiac Trail.
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	- 9
R.R. Valuation Station 10986 + 43	R. R. Mile Post SAG 70 + 1933
	Township Commerce, SE 1/4 of Sec. 31
	oit Edison Plan Attached RX-515E
This is a New Crossing	This is a Reconstruction of Existing CrossingX
Previous Agreement Information (if	any) Date May 6, 1963 (R. R. Plan) A-600226
Previous Waiver of Heari	ng File No. WC-Wixom
	0
Blanket Waiver of Hearing Covers_ (Waiver of He	Waiver of Hearing Requested <u>in duplicate</u> O earing to be mailed to applicant listed below)
	ordance with the rules and regulations of the Michigan Public Service
	Judance with the rates and regulations of the mismes 1 25th solving
Commission.	S. w Bance
	I. W. Gamble, Supervisor of Rights of Way Properties and Rights of Way Department

RECORDED RIGHT OF WAY NO. 26680

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

T0:

December 30, 1970

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

Proposed Overhead Wire Crossing:

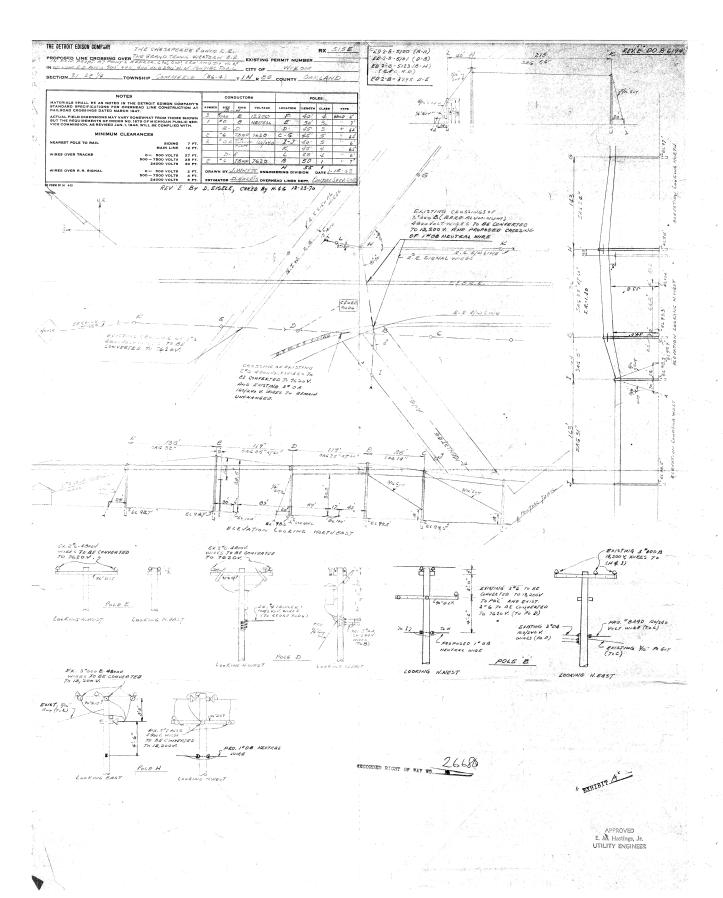
Three No. 000 B 13,200-wolt wires Mnd One No. 0 B neutral wire. (Spen B-H)

Specific Location

In private property at a point approximately 510 feet West of Wixon Road and 440 feet North of Pontiac Trail.

R. R. Valuation Station R.	R. Mile Post 846 70 + 1933
City/Village To	ownship Gomerce, 62 1/4 of Sec. 31
County _Ockland Detroit Edison Plan	AttachedRX-515B
This is a New Crossing This is a	Reconstruction of Existing Crossing
Previous Agreement Information (if any) Date	
Previous Waiver of Hearing File No. WC	-Vixon
Blanket Waiver of Hearing Covers Waiver of Hearing to be ma	niver of Hearing Requested in duplicate
	e rules and regulations of the Michigan Public Service
Commission.	J. w. Framble
	I. W. Gamble, Supervisor of Rights of Way Properties and Rights of Way Department

DE FORM PD 187 8-85 CS HB:dak



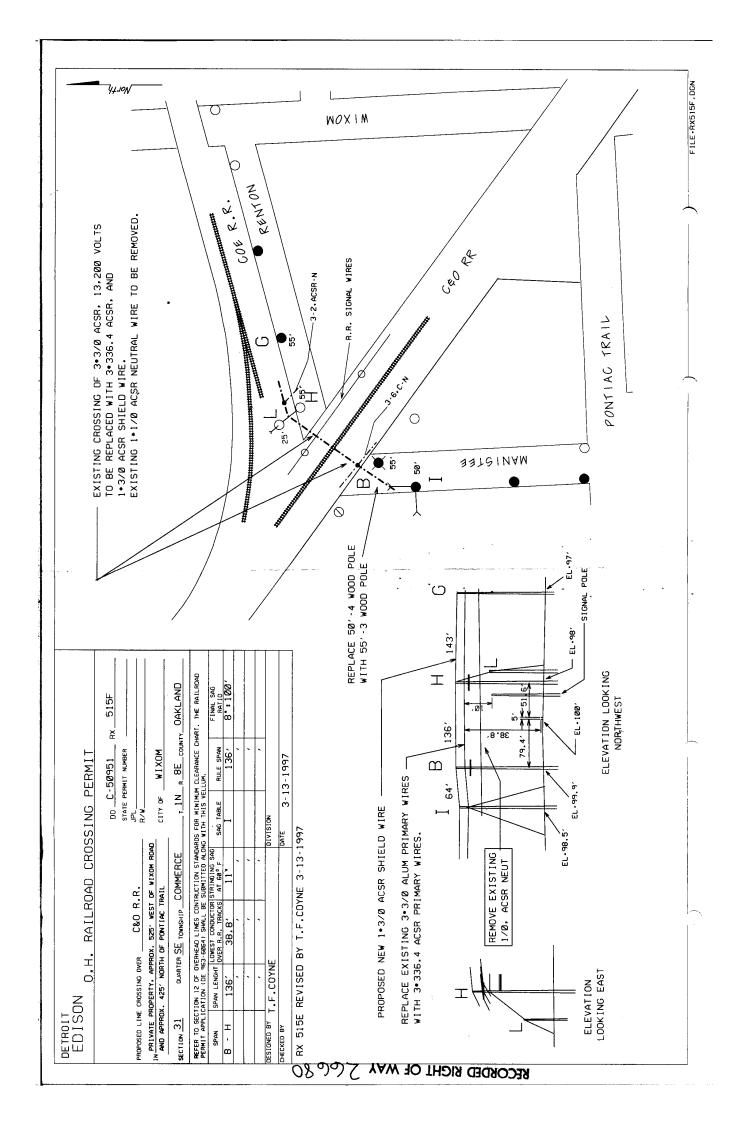
Detroit Edison

Corporate Real Estate Services
Railroad Encroachment
Application

Railroad Nar) AA3°	ş §	\mathcal{O}	hìn	RAU	RUA	7		Departm	nent Order	50	951		
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Company Lo	cetion 56	500 7	DRAND	Ru	Phone !	10 48	6- 6271								

DE 963-6064 4-92CS

Distribution: Onginal — CRS Yellow Copy — Rairoad Pink Copy — Service Planning







T. R. Jackson Assistant Vice President 為个

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

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

TO RECORDS CENTER: March 24, 1971

Attached is fully executed copy of agreement Aperant from:

The Chesapeake and Ohio Railway Company Railroad File No. 131-4-11438

Facilities Covered:

Three No. 000 B 13,200-volt wires and One No. O B neutral wire. (Span B-H)

Specific Location:

In private property approximately 510 feet West of Wixom Road and 440 feet North of Pontiac Trail.

	6 + 43Mile Post
City/XXXXXX Wixom	TownshipCommerce, SE 1/4 of Sec. 31
County Oakland	Detroit Edison Plan NoRX-515E
Agreement/PayyyxXDateJa	nuary 26, 1971 R. R. Plan No. <u>Used DECo. Plan</u>
Preparation Fee \$100.00	Annual Rental \$50.00
Supersedes and Cancels Agree	ment dated May 6, 1963 R/W No. 22060
	ment and is to be made a part of R/W
Attached Grand Trunk Western O of R/W No. 9064.	Railroad Permit Noto be made a part
PEQUEOS OF	HTT9
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	I. W. Gamble, Supervisor of Rights of Way Real Estate and Rights of Way Department
CN:dmk	Courted Jup.
DE FORM.PD180 2-64 C5	1

SE14, SEW &

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGE	REEMENT,	made as of th	is 26th	day of	lanuary	, 71 , 19, between
THE CHESAPE	EAKE AND	OHIO RAI	ILWAY COMPA	ANY, a Virgin	ia Corporatio	n, hereinafter called
"Railway", and_	THE DETR	OIT EDISON	COMPANY, a N	ow York Corp	peration,	
					 	
hereinafter called the context may r	"Licensee" equire):	(all words her	ein referring to L	icensee to be to	aken of such n	umber and gender a
WITNESS	ЕТН ТНАТ	`:				
WHEREA	S, Licensee d	esires to const	ruct, operate and	maintain a wire	and/or cable	line
and across the rig	ht of way, tr	acks and wires	s of Railway, cons	sisting of three	(3) #000 (13,200 volt
4,100 0110 0110	(1) 10 1	10986 p1				
at a point located	at Station				Toledo	
Mile Post			Feet, _			
Subdivision,		t Terminal		Division, at o	r near	K em
	, Count	y of Oak	land , Stat	e of	M (chigen nces thereto, being in
accordance with a	attached_Lic	censee's Pl	en RX-515E, d	lated 1-15-6	, revised	12-23-70
marked for identi	fication "Exl	nibit A'')		
				which a	e made a part.	of this agreement and
			• • •	•	o mado a pare	or timo agreement and
			• • •	,		
which are incorporate appurtenances the						foresaid facilities and
WHEREA following terms, c				be constructed,	operated and	maintained, upon the
NOW, TH covenants, condi follows:	IEREFORE, tions and lin	in considerat nitations herei	ion of the premi nafter set forth,	ses and the ob- it is agreed by	servance by Land between	icensee of the terms the parties hereto a
1. Railwa maintain and ren	y hereby lice new said Cro	enses and pernossing across t	nits Licensee, at i he right of way,	ts sole risk, cost tracks, wires	and expense, and any other	to construct, operate facilities of Railway
association which	now or may	hereafter hav	ve any such facili	, and of a ties on Railway	ny other perso: 's right of way	n, firm, corporation of 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 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.

KARMANATARIAN KANAN KANA

- 11. Licensee shall pay to Reflumy upon the execution of this agreement a license fee of One Hundred Bollers (\$100,00) toward the cost of preparation of this agreement and supervision expense. Licensee shall also pay to Reilway as a rental charge for the use of its premises the sum of Fifty Bollers (\$50,00) 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 6, 1963, between the above parties covering a crossing at the above location is hereby terminated.

Approved as to form:	the Chesapeake and ohio railway company
/ -	By Seneral Manager Property
APPROVE	THE DETROIT EDISON COMPANY Licensee
uperintendent L. V. Frankle	By W. C. Audl Real Estate Mrester
131-4-11438 - 21736 AND JOHN	RESIDERIES and Rights of Way Department (title)

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

February 8, 1971

Railroad File No. 131-4-11438

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

Dear Mr. Tench:
We are returning agreement previous in duplicate, covering our facilities
over your tracks and provided the same of the

In Private Property approximately 510 feet West of Wixom Road and 440 feet North of Pontiac Trail.

Railroad Valuation Station 10986 + 43

Will you please return one fully executed copy of this agreement to us for our records.

Yours very truly,

L. r. Lamber

I. W. Gamble

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

CM : duk

RECORDED RIGHT OF WAY NO. 26680