The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this ______ day of ______ day of ______

THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter called
"Railway", and THE DETROIT EDISON COMPANY, a New York Corporation
hereinafter called "Licensee" (all words herein referring to Licensee to be taken of such number and gender as the context may require):
WITNESSETH THAT:
WHEREAS, Licensee desires to construct, operate and maintain a wire and/or cable line_over
and across the right of way, tracks and wires of Railway, consisting of two (2) 120 KV circuits and
two (2) ground wires
at a point located at Station_11177_plus_55
Mile PostFeet,Feet,
Subdivision, Detroit Terminal Division, at or near Novi
said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in
accordance with attached Licensee's Dwg. No. RX-4157, dated 12-30-70, revised 1-13-71 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

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.

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Properties and Rights of Way Dept.

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT 26, MICHIGAN

February 2, 1971

Michigan Public Service Commission Lansing 13, Michigan

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 Railroad Company in the City of Novi, Section 15. Novi Township, T 1 H, R 8 E, Gakland County, Michigan.

Two 120,000-volt transmission circuits with two ground wires located approximately 300 feet North of I-96 Freeway, and approximately 1600 feet East of Taft Road.

with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the

Railroad Valuation Station 11177 + 55

Michigan Public Service Commission on July 19, 1939, File ED 2-9.01. Enclosed is a waiver of hearing granted by the Railroad Company. Dated 1-26-71 Waiver of hearing by the Railroad Company is covered by blanket waiver. This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. This is a new crossing. CN:dak Reference number of construction drawing is RX- 4157 Yours very truly, J. W. Frankle ED2-8-6734 Permit No.___ 2-5-71 Date _____ I. W. Gamble Supervisor of Rights of Way Ву _____

Check in circle indicates statement applicable.

The proposed wire crossing will be constructed in accordance

THE DETROIT EDISON CON ANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

January 8, 1971

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

o 120,000-volt transmission circui	its with two ground wires.
	Station:11177 plus 55
	Location:
	Sub-Division:Toledo
	Division: Detroit Terminal.
	M.P.S.C. Hearing Waived 1-76-71
	The Chesapeake and Ohio Railway Compo
	Challenger
	Your FileRX-4157
Specific Location	C. & O. File 131-4 11437
R.R. Valuation Station	R. R. Mile Post (Section 15)
City/XXNSESBovi	Township Novi (Section 15)
City/XXNSESBovi	Township Novi (Section 15)
City/************************************	dison Plan Attached RX-4157
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County Oakland Detroit Ed This is a New Crossing X Previous Agreement Information (if any) Blanket Waiver of Hearing Covers (Waiver of Hearing	Township Novi (Section 15) dison Plan Attached RX-4157 This is a Reconstruction of Existing Crossing Date(R. R. Plan) Waiver of Hearing Requestedin duplicate g to be mailed to applicant listed below)
County Oakland Detroit Ed This is a New Crossing X Previous Agreement Information (if any) Blanket Waiver of Hearing Covers (Waiver of Hearing	Township Novi (Section 15) dison Plan Attached RX-4157 This is a Reconstruction of Existing Crossing Date (R. R. Plan) Waiver of Hearing Requested in duplicate g to be mailed to applicant listed below)
County Oakland Detroit Ed This is a New Crossing X Previous Agreement Information (if any) Blanket Waiver of Hearing Covers (Waiver of Hearing	Township Novi (Section 15) dison Plan Attached RX-4157 This is a Reconstruction of Existing Crossing (R. R. Plan) Waiver of Hearing Requested in duplicate

THE DETROIT EDISON COM. ANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

January 8, 1971.

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

Proposed Overhead Wire Crossing:

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

Specific Location

Approximately 300 feet North of I-96 Freeway, and approximately 1600 feet East of Taft Road.

R. R. Valuation Station	R. R. Mile Post
City Willage Fovt	Township
County Oakland Detro	it Edison Plan Attached Px-4157
This is a New Crossing	This is a Reconstruction of Existing Crossing
Previous Agreement Information (if	any) Date(R.R. Plan)
Blanket Waiver of Hearing Covers_ (Waiver of He	Waiver of Hearing Requested Waiver of Hearing Requested ta duplicate earing to be mailed to applicant listed below)
All construction will be done in acco	ordance with the rules and regulations of the Michigan Public Service
Commission.	J. W. Kamble
	I. W. Gamble, Supervisor of Rights of Way Properties and Rights of Way Department

DE FORM PD 187 8-88 CS CE : dak

CORDED BICIT OF TAX NO. 2006

STATE OF MICHIGAN

BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Mire-Crossing Permit No. 203-6-6734

In Ca Application of

The Detroit Edison Company

2000 Second Avenue

Detroit, Michigam 48226

Pursuant to Act No. 171 of the Session Levs of 1093, as amended, application having been made to Michigan Public Service Commission by said

The Detroit Edison Company

for permission to string wires across the tracks of the

Chesapeake and Chio Railway Company

and said

The Detroit Edison Company

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

The Detroit Edison Company

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

City of Bovi

County of Cekland

State of Michigan Crossing of two (2) 120 kV, 60 Hz, 3 phase, 3 wire, transmission circuits, on one (1) double circuit steel pole tower line, known as Wixom-Sunset Line, with two (2) ground wires, located approximately 300° north of I-96 and approximately 1600° east of Taft Road, Section 15, Taft Township, TIM, REE 6 - 1431 MCM 45/7 ACER phase conductors 2 - 7/16° steel ground wires

Per Drawing RX-4157

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

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

Given under our hands and the Official Seal of this Commission at the City of Lansing, State of Michigan, this gifth day of your ary A.D.19

MICHIGAN PUBLIC SERVICE COMMISSION

William A. Boos, Jr.

Willie P. Word

Chairman,

Countersigned

Barl B. Klomparens

Lenton G. Sculthorp

Commissioner.

Commissioner,

Secretary

26683

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. ED2-8-6734

222 0 0.00

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 day of February in the year of our Lord one thousand nine hundred seventy—one

el Beforeparens

DATA SHEET TO ACCOMPANY DRAWING RX-4157

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Wixom-Sunset 120 KV transmission line over the C & O R.R. approximately 300 feet north of I-96 FWY. and approximately 1,600 feet east of Taft Road, in the city of Novi, Oakland County.

Circuits

Two (2) 120 KV, 60 HZ, 3 phase, transmission cirucits with two ground wires.

Towers and Steel Poles

See attached drawings 4R and 4N

Conductors

Six (6) 1431 MCM 45/7 ACSR conductors and two 7/16" steel ground wires.

Insulators

17 - 10" x $5\frac{3}{4}$ ", 0.B. 47410 in suspension 17 - 10" x $5\frac{3}{4}$ ", 0.B. 47610 in dead end

Guy and Guy Attachments

None

Guy Clamps and Insulators

None

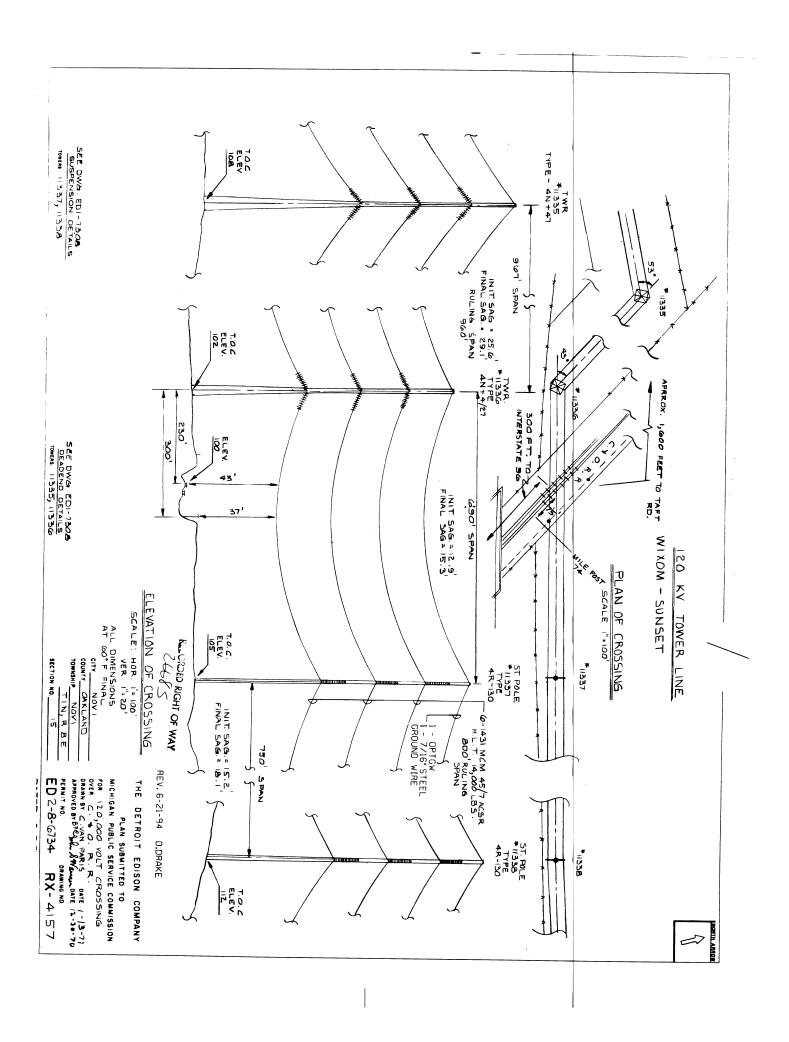
Guy Anchor and Anchor Rods

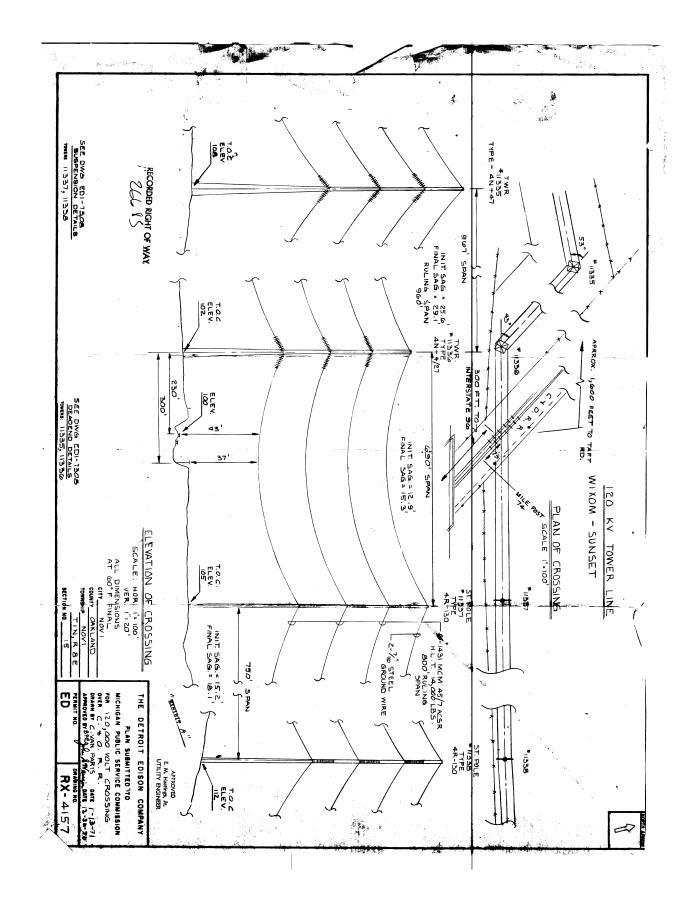
None

Suspension and Deadend Details

As per drawing ED1-7308

General Engineering/CVP/am 12/30/70





- 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 answer 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,

successors and assigns of Railway,
and any other person, firm, corporation or association now or hereafter having facilities on Railway's right of way
at or in the vicinity of the Crossing, and the successors, heirs, personal representatives and assigns of Licensee.
No assignment by Licensee of this agreement or of any rights hereunder shall be made without the prior written
consent of Railway.

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

Approved as to form:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By

General Nanager

THE DETROIT EDISON COMPANY

Licensee

By

Nanager

Licensee

By

Nanager

Director

131-4-11437 IF/40 Approx

Am \ Jones 7/3/71

Real Estate

Recognition and Rights of Way Department

(title)



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 P<u>reside</u>nt

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

Project No.: X05314 Location Project No.:B02951

R/W No.:

RX4157A

Date:

July 14, 1994

To:

Ava D. Thrower

Records Center

From:

Tom Wilson

Subject:

Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated June 22, 1994, to CSX Transportation Company, about the above mentioned crossing in the NW 1/4 of Section 15, City of Novi, Novi Township, Oakland County, Michigan.

Oakland Division, is hereby notified to revise the occupation 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. 26685.

Attachments

cc:

Bruce Conrad

ENCORDED RIGHT OF WAY NO. 36685

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

June 22, 1994

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, by The Detroit Edison Company, in the NW 1/4 of Section 15, City of Novi, Novi Township, Oakland County, Michigan, as described on the enclosed drawings and information forms.

Location: 1.

300 feet north of I 96 and 1,600 feet east of Taft Road.

- Detroit Edison Project and Crossing Nos.: BO2951, RX4157A 2.
- This is a reconstruction of an existing crossing (Previous CSX License No. L16669/Agreement date: 3. January 25, 1971). Information on this crossing is retained in Edison Row File No. 26685.
- Please indicate your: 4.
 - R.R. Valuation Station No. 11177 plus 55 R.R. Mile Post No. 73.98
 - R.R. Mile Post No. _

-Will a Flagman or Inspection be required? A FLAGMAN WILL BE REDURED IF THE LINES ARE AT LESS THAN STANDARD OVERHEND CLEARNICE DURING THE INSTALLATION. 7/11.

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)237-8314 if you have any questions.

Sincerely

Thomas Wilson Real Estate Associate Room 2310 WCB

cc: Bruce Conrad Attachments

Certified Mail Return Receipt Requested

Detroit

Corporate Real Estate Services Railroad Encroachment Application

		-	<u> </u>	IIVu	LIOII									DE 963	-6064 4-92C
Railroad Nam CSX	16								_	Departs	ment Order				
Row No. (Information on existing rights of way New or existing RX No.								Encroachment (Length in Feet)							
available from Record Center)				R)	RX-4157										
Location City/Township(s) Novi Location Description of Encroachment							County(s) Oakland		ction(s)		Section				
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Check approp	onate box		s tracks with pad right-of-		X	Crosses	railroad land	Į.	ls longit	udinally or Iroad land,	or		Provides se to the railro		
Nature of requ	uired tree rigi	100			Fac	ility Data	(also deta	uled on at	tached draw	ring)					
			,												
Existing State Permit No. Date 1			1-3-7	-3-71			Railroad Mile Post (Number)			Distance to	istance to Crossing from Mile Post (in feet) Ft.				
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THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

	TO RECORDS CENTER: March 24, 1971
	Attached is fully executed copy of agreement/parnitxfrom:
	The Chesapeake and Ohio Railway Company Railroad File 131-4-11437
	Facilities Covered:
	Two 120,000-volt transmission circuits with two ground wires.
	Specific Location:
	In private property approximately 300 feet North of I-96 Freeway, and approximately 1600 feet East of Taft Road.
	R. R. Valuation Station 11177 + 55 Mile Post
	City/XXXXXX Novi Township Novi, Section 15
:	City/XMXXXX Novi Township Novi, Section 15 County Oakland Detroit Edison Plan No. RX-4157 Agreement/RXXXXDate January 25, 1971 R. R. Plan No. Used DECo. Plan
	Agreement/RackaxxDate January 25, 1971 R. R. Plan No. Used DECo. Plan
	Agreement/Rackata Jate Status January 25 Preparation Fee \$100.00 Annual Rental \$100.00
	Preparation Fee Annual Hental
	Supersedes and Cancels Agreement dated
	This is a Supplemental Agreement and is to be made a part of R/W
REFE	Attached Grand Trunk Western Railroad Permit No. 100 No. 9064.
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	APR 2011 De Co Jumple into
	I. W. Gamble, Supervisor of Rights of Way Real Estate and Rights of Way Department
	Real Estate and Arguest There's
	ORM PD 189 2-84 CS

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Wixom-Sunset 120 KV transmission line over the C & O R.R. approximately 300 feet north of I-96 FWY. and approximately 1,600 feet east of Taft Road, 75 feet north of Mile Post 374, in the city of Novi, Oakland County.

 $\frac{\text{Circuits}}{\text{Two}}$ Two (2) 120 KV, 60 HZ, 3 phase, transmission circuits with two ground wires.

Tower and Steel Poles
See attached drawings 4R and 4N

 $\frac{\text{Conductors}}{\text{Six}}$ (6) 1431 MCM 45/7 ACSR conductors and two 7/16" steel ground wires.

Insulators

17 - 10" x 5½", 0.B. 47410 in suspension

17 - 10" x 5½", 0.B. 47610 in dead end

Guy and Guy Attachments
None

Guy Clamps and Insulators
None

Guy Anchor and Anchor Rods None

Suspension and Deadend Details
As per drawing ED1-7308

APTOMOTO E. M. Remain de Unilay Lordier

General Engineering/CVP/am 1/13/71

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

February 8, 1971

	Railroad File No	131-4-11437
Tench, Chief	Engineer	

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

Dear Mr. Tench:

We are returning agreement in duplicate, covering our facilities over your tracks and in right of way as shown on our Plan RX-4157 and located as follows:

Approximately 300 feet North of I-96 Freeway, and approximately 1600 feet East of Taft Road.

City ********* Novi	_Township, Novi,	Section 15
County Oakland	. The agreement/penin	has been signed for
our Company.		

Will you please return one fully executed copy of this agreement

Yours very truly,

I. W. Gamble

L. m. bamble

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

CN : dmk