

DE ORIG.



6737 Southpoint Drive, South  
Suite 100  
Jacksonville, Florida 32216  
(904) 279-4515  
FAX (904) 279-4586  
or (904) 279-4581

T. R. Jackson  
Assistant Vice President

DUPLICATE ORIGINAL

March 19, 1992

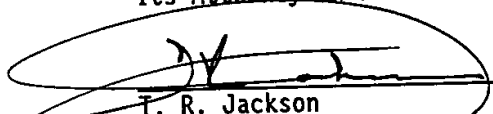
Mr. Thomas Wilson  
Detroit Edison Company  
2000 Second Avenue  
Detroit, MI 48226

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.

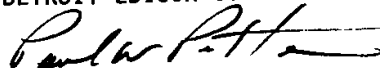
By: CSX TRANSPORTATION, INC.  
CSX Real Property, Inc.  
Its Attorney-in-Fact

  
T. R. Jackson  
Assistant Vice President

TRJ:hkm

THE FOREGOING IS UNDERSTOOD AND AGREED THIS 19th DAY OF MARCH, 1992.

DETROIT EDISON COMPANY



BY:

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

RECORDED RIGHT OF WAY NO. 27873

SEE:  
RECORDED RIGHT OF WAY NO. 48790

**Detroit  
Edison**

To: Records Center March 1, 1978

From: Doreen McLain  
Real Estate and Rights of Way Department

Subject: Revision of Subtransmission R/W crossing the Chesapeake & Ohio R.R., SW 1/4 of Section 23, Novi Twp., Oakland County, T1N, R8E, RX-3128A

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

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 4	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 27
02	0926162	2	27873	3128B		
Payment Frequency 28	Rental 29	OH-UG Code 32	Division 35	County 36	City or Township 38	Section 45

Location																			
41																			50

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

Approved: *[Signature]*

- cc:  Accounts Payable
- Service Planning H. Reller
- System Engineering
- Transmission & Distribution

RECORDED RIGHT OF WAY 27873

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 Five Dollars (\$105.00) per annum in advance for each and every year or fraction thereof during which this agreement shall remain in force and effect.

W.C.A.  
3-2-72  
WH  
3-24-72

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 said CROSSING, and the successors, heirs, personal representatives and assigns of Licensee. No assignment by Licensee of this agreement or of any rights hereunder shall be made without the prior written consent of Railway.

15. Agreement dated December 6, 1955 between the above parties covering a crossing at Station 11243 plus 90 is hereby terminated.

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

~~Approved as to form~~

etc

By [Signature]  
General Superintendent, Signals and  
Communications  
General Manager

~~Approved as to form~~

~~Approved as to form~~

THE DETROIT EDISON COMPANY  
Licensee

By [Signature]  
Director

Real Estate and Rights of Way Department  
(Title)

[Signature]  
IVAN W. GAMBLE

APPROVED AS TO FORM  
LAW DEPARTMENT

131-4-12075 1F/37  
Approved:  
S. A. Davis

APPROVED  
[Signature]  
2/29/72  
Superintendent

RECORDED FIRST OF MAY NO. 378713

PROPOSED LINE CROSSING OVER CHEVALEAKE TOWNSHIP  
IN 801 ST. C. NAVI RD GRAND RIVER 6301  
SECTION 23 SW 1/4 TOWNSHIP NEW CITY OF NEW  
EXISTING PERMIT NUMBER ED 2-8-3224  
T LA R BE COUNTY CATARAUGUS

RX 31284

NOTES

MATERIALS SHALL BE AS NOTED IN THE DETROIT Edison COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1938.  
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1978 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944 WILL BE COMPLIED WITH.

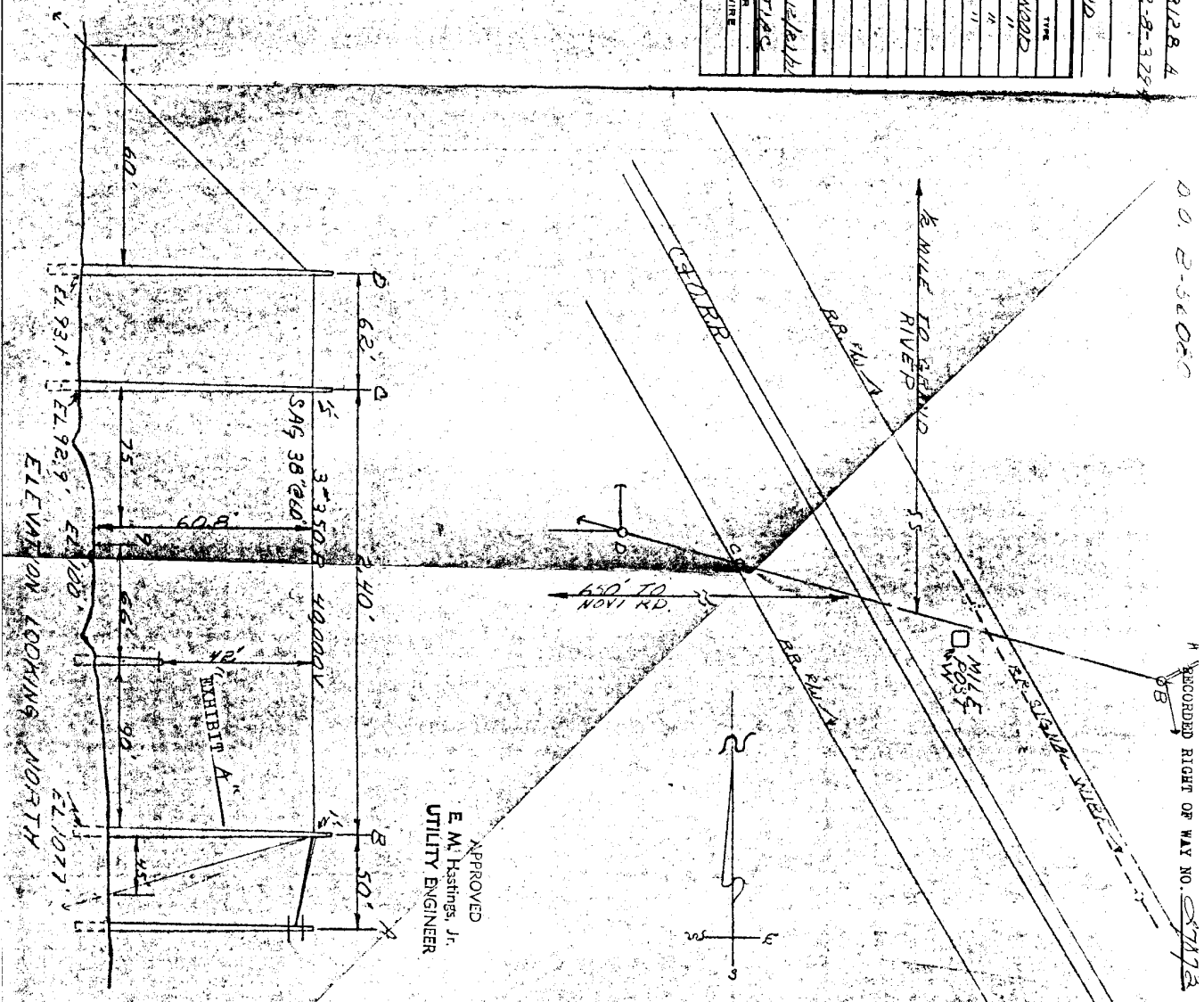
MINIMUM CLEARANCES

NEAREST POLE TO RAIL	7 FT
MAIN LINE	12 FT
WIRTS OVER TRACKS	0-750 VOLTS 27 FT 750-15,000 VOLTS 28 FT 15,000-50,000 VOLTS 30 FT
WIRTS OVER R R SIGNAL	0-750 VOLTS 3 FT 750-8,700 VOLTS 4 FT 8,700-50,000 VOLTS 6 FT

SPAN	SPAN LENGTH	LOWEST CONDUCTOR CLEARANCE OVER R.R. TRACKS	STRINGING SAG AT 80 FT	CONDUCTORS		POLES		TYPE		
				NUMBER	SIZE	VOLTAGE	LOCATION		LENGTH	CLAS
B-C	240	3'-350'	35'	3	B-350	B-10000	A	65'	1	WOOD
							B	20'	1	"
							C	20'	1	"
							D	20'	1	"

APPROVED BY E. WHITE GENERAL ENGINEERING DEPT. DATE 12/14/43  
DESIGNED BY C. SCHEPPEL GENERAL ENGINEERING DEPT.

HEIGHT OF LOWEST CONDUCTOR OVER R.R. TRACKS 60.8'  
R.R. SIGNAL WIRE 112'



D.O. 2-56000

RECORDED RIGHT OF WAY NO. 57172

RAILROAD CROSSING

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

NOVI, CITY OF

SW 1/4 of Sec. 23, Novi Twp.  
In p.p.

Span B-C - 1/2 mile S of Grand River and 650' E of Novi Rd.

OAKLAND COUNTY

PLAN RX-3128A

PERMIT NUMBER: ED2-8-6993 dated 3-10-72

TO T&D: March 15, 1972 ✓

RIW 27873

27873

✓

Return to Real Estate and Rights of Way Dept.

THE DETROIT EDISON COMPANY

**INTERDEPARTMENT CORRESPONDENCE**

Real Estate and Rights of Way Department

April 11, 1972

TO RECORDS CENTER:

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

Chesapeake and Ohio Railway Company Railroad File No. 131-4-12075

Facilities Covered:

**Three No. 350 B 40,000-volt wires. (Span B-C)**

Specific Location:

**In private property 1/2 mile South of Grand River and 650 feet East of Novi Road.**

R. R. Valuation Station 11245 + 90 Mile Post \_\_\_\_\_

City/~~Village~~ Novi Township Novi, SW 1/4 of Sec. 23

County Oakland Detroit Edison Plan No. RX-3128A

Agreement/~~Permit~~ Date February 17, 1972 R. R. Plan No. Used DECo. Plan

Preparation Fee \$100.00 Annual Rental \$105.00

Supersedes and Cancels Agreement dated December 6, 1955 R/W No. 17553

This is a Supplemental Agreement and is to be made a part of R/W \_\_\_\_\_

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

HB:dak

  
for I. W. Gamble, Supervisor of Rights of Way

RECORDED HIGHWAY NO. 218213



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

Huntington, West Virginia  
April 4, 1972

File: 131-4-12075 IF/44

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

I. W. GAMBLE  
*IS*  
APR 7 1972  
*IS*  
R/E & R/W DEPT.

Dear Mr. Gamble:

This refers to your letter of March 2, 1972, Plan RX-3128A (Span B-C), returning proposed agreement dated February 17, 1972, covering an aerial power line crossing our tracks and right of way at Station 11245 plus 90, on our Toledo Subdivision, Detroit Terminal Division, near Novi, 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

*J. T. Collinson*  
J. T. Collinson  
Gen. Manager-Chief Engineer

RECORDED SERIAL OR FILE NO. 27873

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

March 2, 1972

Railroad File No. 131-4-12075

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/~~XXXXX~~, in duplicate, covering our facilities over your tracks and ~~XX~~ right of way as shown on our Plan RX-3128A (Span B-C) and located as follows:

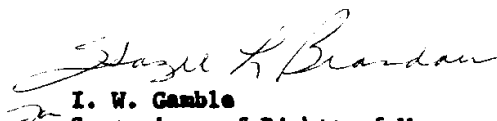
In private property 1/2 mile South of Grand River and 650 feet East of Novi Road.

Railroad Valuation Station 11245 + 90

City/~~XXXXX~~ Novi Township, Novi, SW 1/4 of Sec. 23  
County Oakland. The agreement/~~XXXXX~~ has been signed for our Company.

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

Yours very truly,

  
I. W. Gamble  
Supervisor of Rights of Way  
Real Estate and Rights of Way Dept.

dmk

RECORDED RIGHT OF WAY NO. 29823



Real Estate and Rights of Way Department

January 10, 1956

MEMORANDUM TO:

MR. ELDRED H. SCOTT  
Vice President and Controller  
520 General Offices

Attached, for the General Files, is a fully executed copy of the agreement covering our crossing over tracks of The Chesapeake and Ohio Railroad in private property at a point approximately 930 feet Southeast of Novi Road and 2850 feet South of Grand River Road (U.S. 16) in the Village of Novi, the Northwest 1/4 of Section 23, Novi Township, Oakland County, Michigan. The line, as shown on our Plan RX-3128, will consist of one 3/8 inch Bethanized "C" steel shield wire and three #000 ACSR - 40,000 volt wires.

The agreement, dated December 6, 1955, calls for the sum of \$25.00 preparation fee, \$3.00 to cover period from December 6, 1955, to December 31, 1955, and \$15.00 annual rental beginning January 1, 1956.

*LGH*

L. G. Hedden  
Supervisor of Rights of Way

LGH/csr

Encl.

RIGHT OF WAY FILE NO.

17553

27873

*To be returned to Real Estate & Rights of Way Dept.*

**THE DETROIT EDISON COMPANY**

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

February 23, 1972

Michigan Public Service Commission  
Lansing, Michigan 48913

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the ~~Chesapeake and Ohio Railway~~ in the City of Novi, SW 1/4 of Section 23, Novi Township, T 1 N, R 8 E, Oakland County, Michigan.

**Span B-C**

Three No. 350 B 40,000-volt wires over the tracks of the Chesapeake and Ohio Railway located 1/2 mile South of Grand River and 650 feet East of Novi Road. (In private property)

Railroad Val. Sta. 11245 + 90

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.

- Enclosed is a waiver of hearing granted by the Railroad Company. Dated 2-22-72  
R.R. File No. 131-4-12075
- 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. ED2-8-3794 dated 11-7-55
- This is a new crossing.

HB:dkk Reference number of construction drawing is RX- 3128A

Yours very truly,

Permit No. ED2-8-6993Date 3-10-72By MPSC

*Wayne A. Seaman*  
J. W. Gamble  
Supervisor of Rights of Way  
Real Estate and Rights of Way Dept.

Notify Superintendent M. W. Karsten, Det. Mich. in writing three days in advance of construction.

RECORDED RIGHT OF WAY NO. 27873



J T COLLINSON  
GENERAL MANAGER-CHIEF ENGINEER

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

ENGINEERING DEPARTMENT  
CHESAPEAKE AND OHIO BUILDING  
HUNTINGTON, W. VA.

February 22, 1972

File: 131-4-12075 IF/44

I. W. GAMBLE  
FB  
FEB 24 1972  
JB  
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 January 6, 1972, Plan RX-3128A, covering a proposed power line crossing our tracks and Right of Way at Station 11245 plus 90, 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.

Will you please have the official signing for your Company initial Section 11 which has been inserted.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

*J. T. Collinson*

J. T. Collinson  
Gen. Manager-Chief Engineer

*Original 15.00 (1955)*

*Issued 1.105  
(one page on R/W)*

*Revised to  
Louis (Burr) date  
George (Hoy) date  
for J. T. Collinson  
M. W. Karsten  
3 days  
5-17-72*

RECORDED FROM ORIGINAL  
21823

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\*\*\*\*\*

Railroad Wire-Crossing Permit No. ED2-8-6993

The Detroit Edison Company (Applicant) has filed an application pursuant to Act 171, P.A. 1893, as amended, for permission to string wires across the tracks of the Chesapeake and Ohio Railway Company (Railroad).

Applicant has conformed with the filing procedures of Commission Order No. 1868 and the Railroad has waived the right of notice and hearing provided for in Act 171.

THEREFORE, IT IS ORDERED that Applicant be permitted to string wires across the tracks of the Railroad as indicated on the attached plans and described as follows:

City of  
Novi  
  
County of  
Oakland  
  
State of  
Michigan

Crossing of one (1) 40 KV, 60 Hz, 3 phase, 3 wire, subtransmission circuit, on wood poles, with no ground wire, located on private property, at a point 1/4 mile south of Grand River and 650' east of Novi Road, at Railroad Val. Sta. 11245+90, in the SW1/4 of Section 23, Novi Township, T1N, R8E  
3 - 350 MCM bare aluminum phase conductors

Per Drawing RX-3128A

RECORDED  
INDEXED  
FILED  
MAR 10 1972  
21823

At the point of crossing, the wires shall be installed in full accordance with Commission Order No. 2334.

MICHIGAN PUBLIC SERVICE COMMISSION

( S E A L )

DATED: **March 10, 1972**

Earl B. Klomparens  
Its Secretary

Willis F. Ward  
Chairman

Lenton G. Sculthorp  
Commissioner

William R. Ralls  
Commissioner



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

February 17, 1978

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

Gentlemen:

The Detroit Edison Company plans to construct, operate, and maintain an overhead line in the City of Novi, Novi Township, Oakland County.

The line will cross the tracks of the Chesapeake & Ohio Railroad. The wires to be installed are:

- Span B-C
- Three 350 B 40,000 volts
- Three 350 B 13,200 volts
- One 1/0 ACSR Neutral

**APPROVED**

FEB 22 1978  
*David P. Wilson*  
ASST. DIST. UTILITY ENGINEER  
MICHIGAN STATE HIGHWAY DEPT.

The railroad has given the following waiver of hearing:

- Waiver dated \_\_\_\_\_ enclosed
- Blanket Waiver on file with the MPSC.

The proposed crossing is shown on drawing No. RX-3128B

- This is a new crossing.
- This is a re-construction.

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

DO NOT WRITE IN THIS BOX		
Application No. 63000-5-78		
Permit No. ME-71-78		
Date of Issuance 2-22-78		
Fee Amount	Date 2-22-78	
EXEMPT		
Cash	Bill	By <i>NAD</i>

Very truly yours,  
*John A. Haddow*

John A. Haddow  
Public Agency Coordinator  
Real Estate & Rights of Way

RECORDED RIGHT OF WAY 27873

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

I, Earl B. Klomprens, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of **Railroad Wire Crossing Permit**  
No. **ED2-8-6993**

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

  
Secretary

RECORDED & INDEXED  
21873

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

January 6, 1972

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

Proposed Overhead Wire Crossing:

Three No. 350 B 40,000-volt wires. (Span B-C)

Station: 11245 plus 90  
Location: \_\_\_\_\_  
Sub-Division: Toledo  
Division: Detroit Terminal  
M.P.S.C. Hearing Waived 2-22-72

The Chesapeake and Ohio Railway Company

*J. T. Collinson*  
Chief Engineer-System

Specific Location

Your File 3128-A  
C. & O. File 1314-12075

In private property 1/2 mile South of Grand River and 650 feet East of  
Novi Road.

R. R. Valuation Station 11245 + 90 R. R. Mile Post \_\_\_\_\_

City/Village ~~XXXX~~ Novi Township Novi, SW 1/4 of Sec. 23

County Oakland Detroit Edison Plan Attached RX-3128A

This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date Dec. 6, 1955 (R. R. Plan) A-551013

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested in duplicate  
(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.

*Wayne L. Beaman*  
for I. W. Gamble, Supervisor of Rights of Way  
Real Estate and Rights of Way Department

RECORDED  
INDEXED  
2-18-72

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

AREA CODE 313  
TELEPHONE 962-2100

TO:

January 5, 1972

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

Proposed Overhead Wire Crossing:

Three No. 350 B 40,000-volt wires. (Span B-C)

*Handwritten note:*  
See plan  
1/2 mile

Specific Location

1/2 mile South of Grand River and 650 feet East of Novi Road.

R. R. Valuation Station 11243 + 90 R. R. Mile Post \_\_\_\_\_  
City/Village Novi Township Novi, SW 1/4 of Sec. 23  
County Oakland Detroit Edison Plan Attached EX-3128A  
This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing X  
Previous Agreement Information (if any) Date Dec. 6, 1955 (R. R. Plan) A-551013  
USE R.R. PLAN

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested in duplicate  
(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.

I. W. Gamble  
I. W. Gamble, Supervisor of Rights of Way  
Real Estate and Rights of Way Department

*Handwritten:* 2 18 73



RX 3128 A

PROPOSED LINE CROSSING OVER ONE SHAFER TOWNSHIP EXISTING PERMIT NUMBER ED2-8-329  
 IN 2.5 MILE SOUTH OF GARD RIVER CITY OF NOVI

ED2-8-329 SECTION 23 SW 1/4 TOWNSHIP 4N11 COUNTY 24E

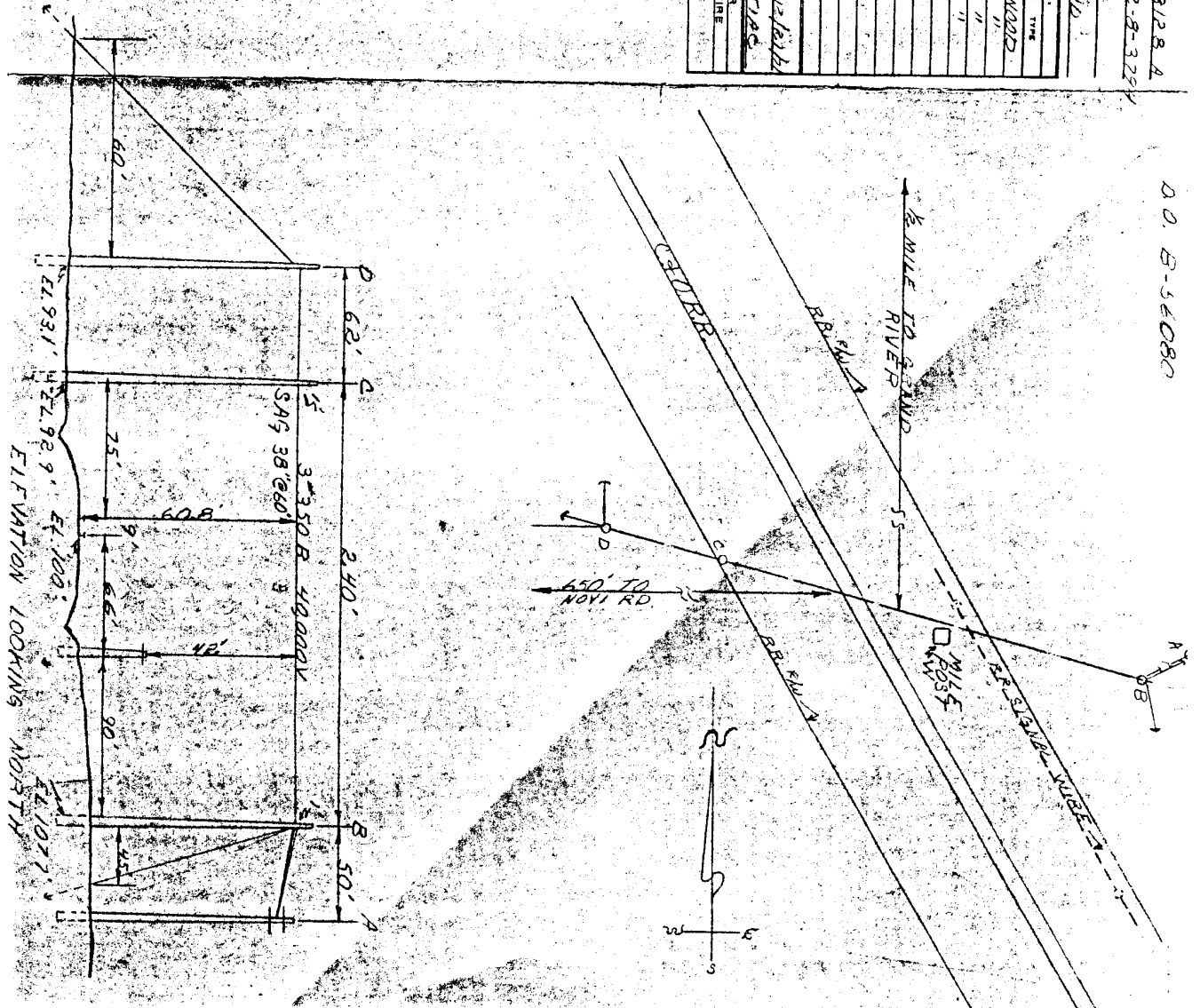
SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R.M. TRACKS	STRINGING SAG AT 80%	HEIGHT OF LOWEST CONDUCTOR OVER R.M. TRACKS	CONDUCTORS		POLES					
					NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH CLASS	TYPE	
B-C	240	3# 350 E	38	60.8'	12'	3	350	B-C	10000	A	65'	WOOD
										B	50'	"
										C	50'	"
										D	50'	"

NOTES: MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1938. ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1978 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944 WILL BE COMPLIED WITH.

MINIMUM CLEARANCES:  
 NEAREST POLE TO RAIL: RIDING 7 FT, MAIN LINE 12 FT  
 WIRES OVER TRACKS: 0-750 VOLTS 27 FT, 750-18,000 VOLTS 28 FT, 18,000-50,000 VOLTS 30 FT  
 WIRES OVER R SIGNAL: 0-750 VOLTS 2 FT, 750-8,700 VOLTS 4 FT, 8,700-50,000 VOLTS 6 FT

DESIGNED BY C. SCHEFFELY GENERAL ENGINEERING DEPT. DATE 12/21/44  
G. WHITE OVERHEAD LINES DEPT. DATE 12/21/44

APPROVED  
 FOR  
 MICHIGAN PUBLIC SERVICE  
 DIRECTOR OF PUBLIC UTILITIES  
 FILE ED2-8-6993 DATE 3-10-72



**THE DETROIT Edison COMPANY**  
 DE FORM 31 21 2-68 X

RX 3128 B

PROPOSED LINE CROSSING OVER CHESEBROOK TOWN RR EXISTING PERMIT NUMBER ED 2-5-3294  
 IN 1/2 MILE SOUTH OF GRAND RIVER 6501 CITY OF NOVI

SECTION 23 SW 14 TOWNSHIP 36 N R 3 E COUNTY COVINGTON

**NOTES**

MATERIALS SHALL BE AS NOTED IN THE DETROIT Edison COMPANY'S GENERAL SPECIFICATIONS DATED MARCH 1958. LINE CONSTRUCTION AT ALL POINTS CROSSINGS MAY VARY SOMEWHAT FROM THOSE SHOWN. ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN. THIS DRAWING IS THE PROPERTY OF THE DETROIT Edison COMPANY. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DETROIT Edison COMPANY. THIS DRAWING IS THE PROPERTY OF THE DETROIT Edison COMPANY. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DETROIT Edison COMPANY. THIS DRAWING IS THE PROPERTY OF THE DETROIT Edison COMPANY. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DETROIT Edison COMPANY.

**MINIMUM CLEARANCES**

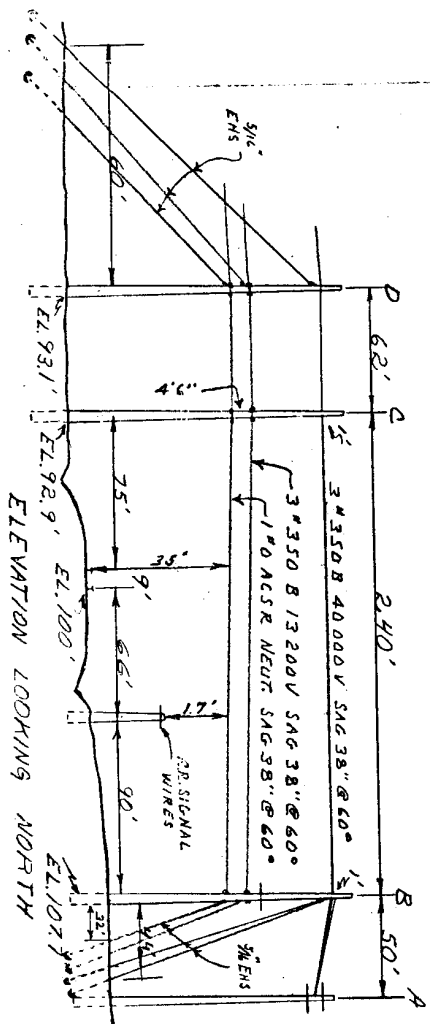
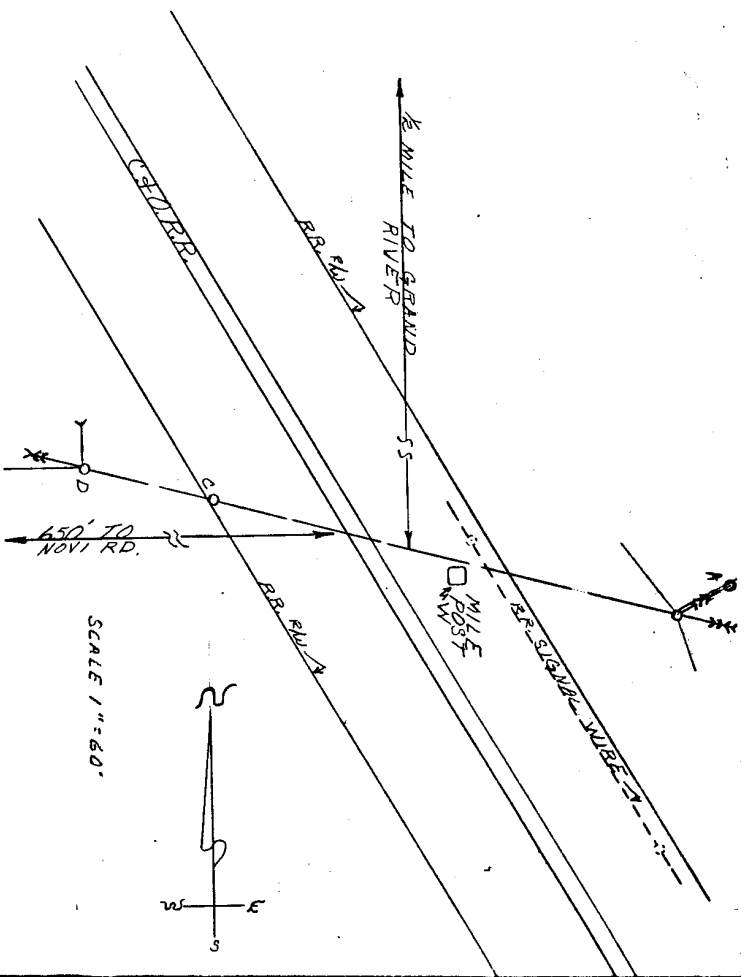
NEAREST POLE TO WIRE	SIGNAL	MAIN LINE
WIRES OVER TRACKS	0-750 VOLTS 22 FT	7 FT
	750-18,000 VOLTS 25 FT	12 FT
	18,000-50,000 VOLTS 30 FT	
WIRES OVER R. R. SIGNAL	0-750 VOLTS 4 FT	7 FT
	750-50,000 VOLTS 6 FT	

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R. R. TRACKS	STRINGING SAG AT 60°F	CONDUCTORS		HEIGHT OF LOWEST CONDUCTOR OVER R. R. TRACKS	POLES			
				NUMBER	SIZE					
B-C	240'	#0 ACSR	3.5'	3	350 B	13,500	A	45'	1	W 27
				3	350 B	13,500	B	30'	1	"
				1	350 B	13,500	C	30'	1	"
				1	350 B	13,500	D	30'	1	"

SAG TABLE 2 - 200AA  
 RULING SPAN 196'  
 FINAL SAG RATIO 1.32

D. O. # B-54855

LOCATION	DETAIL
B	1945 B 13X324
C	1945 B 13X38 8144



Engineering Department



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

February 24, 1978

File: 131-2-1671 BJ/92

Detroit Edison  
2000 Second Avenue  
Detroit, Michigan 48226

Attention: Mr. John H. Haddow

Gentlemen:

This refers to that certain agreement dated February 17, 1972, between our respective companies, covering an aerial wire line crossing at Station 11245 plus 90, Toledo Subdivision, Detroit Terminal Division (now called Michigan Division), Oakland County, Michigan, and to your recent request to reconstruct the said crossing covered by the aforesaid agreement whereby the new facilities will consist of three(3) 350B 40,000 volt wires, three(3) 350B 13,200 volt wires and one(1) #0 ACSR Neutral, including incidental occupation involving the location of one(1) 80-foot wood pole as shown on Detroit Edison's Plan RX-3128B, dated February 14, 1978 attached hereto and made a part hereof.

This will constitute Railway's consent and approval of the said reconstruction 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

By *J. Robert*  
Chief Engineer

Letter-amendment acknowledged and agreed to this 15th day of March, 1978

DETROIT EDISON  
By *Original signed by*  
ROBERT R. TEWKSBURY, DIRECTOR  
Its Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY 27873

The Chesapeake and Ohio Railway Company



The Baltimore and Ohio Railroad Company

Detroit  
Edison

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

February 17, 1978

Mr. J. W. Brent, Chief Engineer  
The Chesapeake & Ohio Railway  
P.O. Box 1800  
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

Span B-C

Three 350 B 40,000 volts  
Three 350 B 13,200 volts  
One 1/0 ACSR Neutral

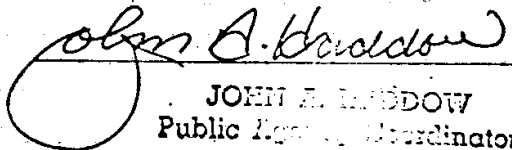
Specific Location

1/2 Mile South of Grand River, 650' East of Novi Road,  
NW 1/4 of section 23, T1N, R8E, Oakland County

R. R. Valuation Station 11245 + 90 R. R. Mile Post \_\_\_\_\_  
City/Village Novi Township Novi  
County Oakland Detroit Edison Plan Attached RX-3128B  
This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing XX  
Previous Agreement Information (if any) Date 02/17/72 (R. R. Plan 131-4-12075)

Blanket Waiver of Hearing Covers XX 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.

  
JOHN A. MADDOW  
Public Hearing Coordinator

RECORDED RIGHT OF WAY 27873

I

To: Records Center

From: Real Estate and Rights of Way Department

Subject: Subtransmission R/W crossing the Chesapeake & Ohio R.R., SW ¼ of Section 23, Novi Twp., Oakland County, T1N, R8E, RX-3128A

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

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 3	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 17
02	0926162	2	27873	3128A		
Payment Frequency 24	Rental 27 33	OH-UG 34 Code	Division 35	County 36	City or Township 38 44	Section 45

Location	
41	50

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

Approved: *Sam A. [Signature]*

- cc:  Accounts Payable  
 Service Planning  
 System Engineering  
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 27873





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 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 its 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 General Superintendent-Signals and Communications, or other authorized officer of Railway.

4. In the event the construction, operation or maintenance of said CROSSING shall, in the judgment of Railway, necessitate any changes or alterations in any OTHER FACILITIES, then Railway may make or cause to be made all such changes and alterations at the sole risk, cost and expense of Licensee, and Licensee shall reimburse Railway therefor promptly upon receipt of Railway's bill for such work.

5. If, in the judgment of Railway, the operation, existence or maintenance of said CROSSING shall at any time cause interference, including but not limited to physical interference, interference from electromagnetic induction, 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 said 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 located on Railway's property, and shall promptly comply with all governmental and/or municipal rules and regulations covering the operation of said CROSSING.

RECORDED RIGHT OF WAY 2 78 73