

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

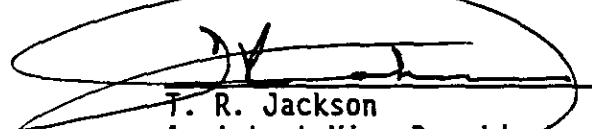
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

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.

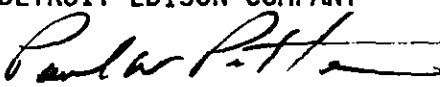
Please indicate your understanding and acceptance of the foregoing by having the duplicate original of this letter executed on your behalf and return to the undersigned. No further revision of the individual license agreements will be necessary to effect the changes set forth in the first sentence of the first paragraph other than this letter exchange, which will constitute a supplement to each agreement.

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 19th DAY OF MARCH, 1992.

DETROIT EDISON COMPANY


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

RECORDED RIGHT OF WAY NO. 17742

SEE:
RECORDED RIGHT OF WAY NO. 48790

CORPORATE REAL ESTATE SERVICES

Job Project No.: X03651
Railroad Project No.: B09537
Project Identification: RX2907A

Date: February 11, 1992
To: Records Center
From: Michael C. Venetis *mcv*
Subject: Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated November 5, 1991 to reconstruct the above-mentioned crossing in the NE 1/4 of Section 14, Milford Township, Oakland County, Michigan.

Service Planning, Oakland Division, is hereby notified to revise the crossing as requested. Note: all work associated with aerial crossings of railroad tracks require advanced notice to the operating railroad. Three days advance notice to Mr. T.A. Cox on (313) 565-5655 prior to start of any construction is required.

Please incorporate these papers into Record Center File 17792.

Attachments

cc: J. Skonieczny

A-1

RECORDED
RIGHT OF WAY
NOV 17 1992



12780 Levan Road
Livonia, MI 48150

February 10, 1992

File: 131-2

Mr. M. Venetis
Detroit Edison
2000 Second Avenue
Detroit, Michigan 48228

Dear Mr. Venetis:

This has reference to your letter of February 5, 1992 submitting plan showing proposed construction of overhead wireline within the limits of Old Plank Road in Milford Township, Oakland County, Michigan.

Herewith returned is print of your drawing which I have approved. Three days' advance notice prior to the start of construction shall be made by telephone to Mr. T. A. Cox, Assistant Project Engineer, Livonia, Michigan, (313) 565-5655. Detroit Edison shall reimburse the Railway Company for any expense incurred in protecting its tracks and/or other facilities during the construction and maintenance of this crossing. Further, the Railway Company will not be responsible for any damage to the crossing unless caused by the sole neglect of its agents, servants or employees.

Very truly yours,

C. E. Martin

C. E. Martin
Division Engineer

cc: Mr. A. F. Crown

RECORDED
RIGHT OF WAY NO. 17792

MILFORD TWP & OAKLAND CO.

CITY OF MILFORD

C. & O. R.R.

10/07/91

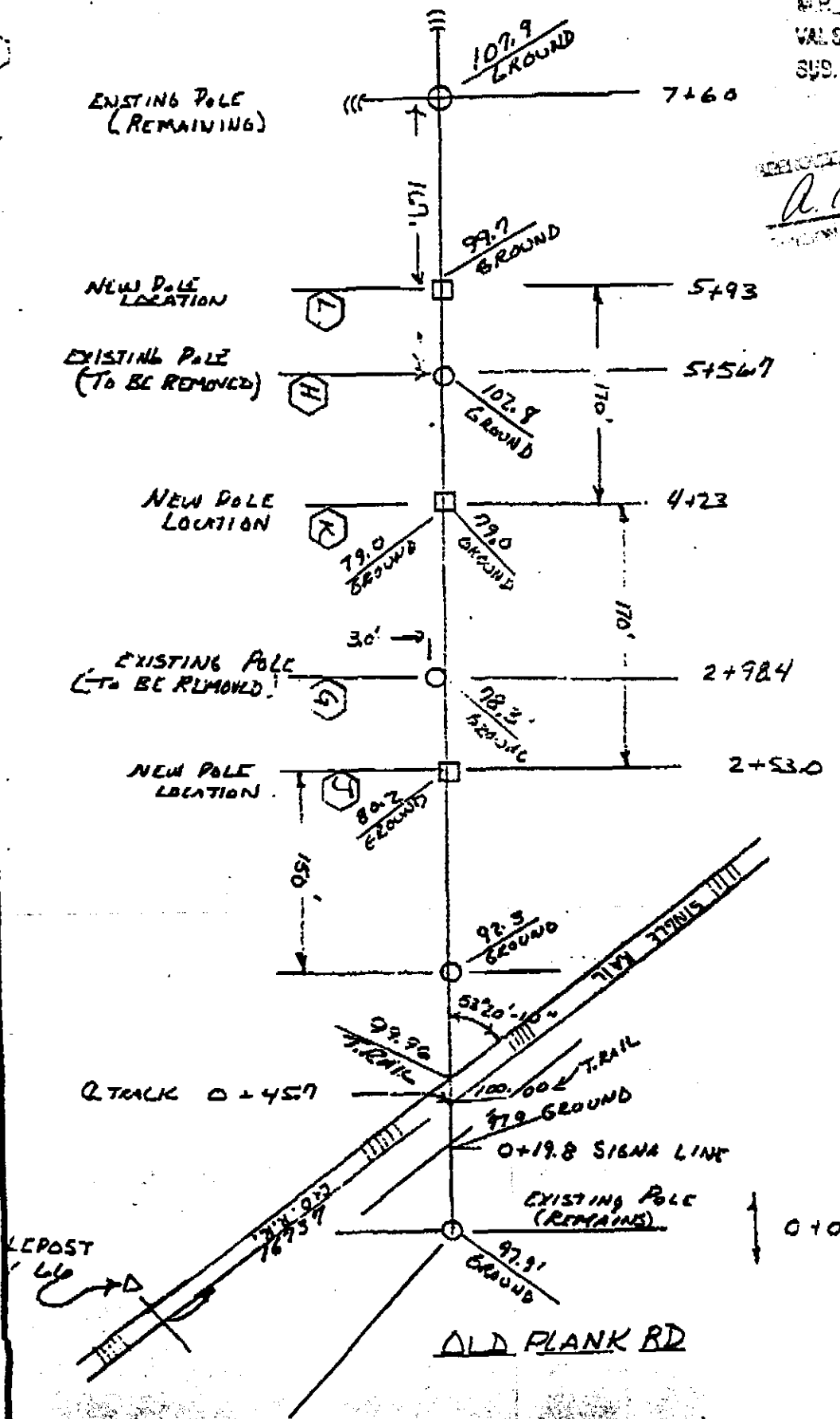
MR. 65 STA

VAL. SEC. 18/ 100 MILFORD

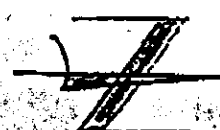
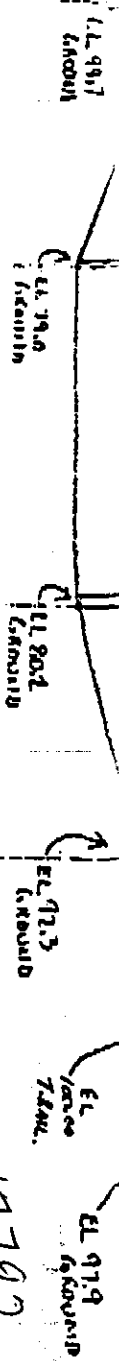
SUB. DIV. SAGINAW

APPROVED
A. F. Crown
SAGINAW COUNTY

ELEVATION LOOKING NORTH



RECORDED RIGHT OF WAY NO. 17792



**Detroit
Edison**

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

November 5, 1991

FAX 313-464-4934
Torrance Co.

Mr. J. R. Rymer
Division Engineer
CSX Transportation
12780 Levan Road
P. O. Box 3316
Livonia, Michigan 48150

Re: Wire Crossing Reconstruction Notification

Dear Mr. Rymer:

This letter is your notice of the planned reconstruction of an overhead wire crossing over your railroad tracks within your property, by The Detroit Edison Company, in the NE 1/4 of Section 14, Milford Township, Oakland County, Michigan.

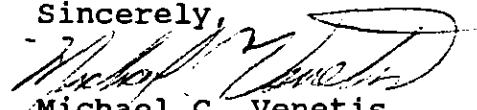
1. Location: Old Plank Road, 535' SE of Garden Road
2. Detroit Edison Project and Crossing Nos. B09537, RX2907A
3. This is a reconstruction of an existing crossing (previous date: June 2, 1956)
4. Please indicate your:
 - R.R. Valuation Station No. _____
 - R.R. Mile Post No. _____
 - Will a Flagman or Inspection be required? _____

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

In the event you do not acknowledge receipt of this letter within 45 days of the above date, our crews will be instructed to begin work.

Please contact me on (313) 237-6746 if you have any questions.

Sincerely,



Michael C. Venetis
Real Estate Associate
Room 2310 WCB

cc: J. Skonieczny

Certified Mail
Return Receipt Requested

Attachments
MCV/adf

B12

RECORDED RIGHT OF WAY NO. 17792



Railroad Crossing Application - Overhead

Please Print

Railroad Name The Chesapeake & Ohio Rail Road			Department Order B-54635		
Revision From RX No. (Available From Record Center (Ext. 78498)) 2907A		New RX No. or R/W No. EXISTING PERMIT # ED-28-3966		Spans FIVE SPANS	
Location: City/Township MILFORD		Town T-2N	Range R-7E	County OAKLAND	1/4 Section NE 1/4
Location Description OLD PLANK RD 535' SE OF GARDEN RD					

THE OVERHEAD FACILITIES RUNNING EAST/W ONLY

The Crossing:
 Is within the public road right-of-way or Is on railroad property Provides service to the railroad (If yes, check box)

Crossing Data

Detailed On Attached Drawing
B-54635 AND PERMIT FORM DE 963-3866 685 X (SE 32)

Railroad Mile Post (Number) SAG 66	State Permit No. Existing ED-283966	Date 10/17/91	Distance to Crossing from Mile Post (in feet) 16737	Ft.
--	---	-------------------------	---	-----

Existing							Proposed						
Type of Structure							Type of Structure						
<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel							<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel						
Conductors				Poles			Conductors				Poles		
Span.	No. Size	Kind	Voltage	Location	Length	Class	Span.	No. Size	Kind	Voltage	Location	Length	Class
B-F	350	AL	40KV	B	65	1	B-F	636	AL	40KV	B	65	1
B-F	350	AL	40KV	F	70	1	B-F	636	AL	40KV	F	70	1
F-G	350	AL	40KV	G	80	2	F-J	636	AL	40KV	J	30	2
G-H	350	AL	40KV	H	65	2	J-K	636	AL	40KV	K	80	2
H-I	350	AL	40KV	I	65	1	K-L	636	AL	40KV	L	70	2

Summary of Line Changes (continue on separate sheet if necessary)
DLECO IS REPLACING THE EXISTING LINE CONDUCTORS AND REBUILDING THE SYSTEM AS PART OF A LIVE MAINTENANCE PROGRAM. AS SHOWN IN THE ATTACHED DRAWING ALL OF THE DISTANCE BETWEEN POLES IS BEING REDUCED

Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing)	From Top of Rail to Nearest Wire	41
	Railroad Communication or Signal Lines	

* Materials shall be as noted in the current revision of Detroit Edison's General Specifications for Overhead Line Construction at Railroad Crossing. Actual field dimension may vary from those indicated. However, the clearances shall be in compliance with the current revisions of Order Nos. 1679 and 1868 of Michigan Public Service Commission.

Designed By J. SKONIECZNY	Date 10/17/91	Checked By	Date
Company Location OAKLAND DIV HDQTRS	Phone No. 645-4381		

RECORDED RIGHTS OF WAY NO. 17792

APPLICATION FOR WIRE OR CABLE LINE CROSSING UNDER/OVER PROPERTIES AND TRACK

Plans for proposed installation shall be submitted to and meet the approval of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of National Electrical Safety Code, current edition, and requirements of CSX Transportation. Original and nine (9) copies of this form shall be submitted, accompanied by ten (10) lettersize prints of a drawing showing plan, elevation section of crossing from field survey, location in respect to milepost, width of Railroad's right of way, and location of adjacent structures affecting crossing.

1. Complete Legal Name of Applicant THE DETROIT EDISON COMPANY
Telephone: (313) 645-4337 Ste 240
2. Post Office Address 30400 TELEGRAPH RD City BIRMINGHAM State MI zip 48044
3. Partnership - name and initials all partners, women - given and surnames before marriage and present _____
4. If incorporated, name of state in which incorporated _____ Municipality _____
5. Location 16737 feet NNW(direction) from nearest Milepost SAG 666 VS _____
6. Nearest Municipality: MILFORD County: OAKLAND State: MICHIGAN
7. Angle between center line of right of way and wire line will be 52 degrees.
8. Number of Railroad Company's tracks to be crossed 1. Number of pole lines crossed 1.
9. Alternating current 60HZ Voltage 40KV No. of Phases 3 Hertz 60
10. Direct current NONE Voltage 0 Amperes 0
11. Height of wires above top of rail at 60°F 41 Feet 16" Sag in Spans at 60°F Ruling SPAN 16'
12. Height of wires above Railroad communication and signal wires at 60°F _____ Ft DOES NOT A
13. Maximum voltage 40KV Maximum current 830 AMPS
14. Maximum fault to ground current 15KA Height of wire supports above ground level 61'feet + 10fe
15. Material (encasement) WOOD POLE CONSTRUCTION / 636 ALUM. WIRES
16. Outside diameter _____
17. Wall thickness _____
18. Total length within RR right of way 560'
19. Bury: Base of rail to top of casing _____
20. Bury: Not beneath tracks _____
21. Bury: Roadway ditches _____
22. Conductors - (a) Number 3 (b) AWG gauge 636 (c) Material ALUM.
23. Type of wire supports WOOD Poles Size 70, 80' False Dead Ends INSULATOR ATTACHMENTS - SEE SKETCHES
24. Number of poles to be located on Railroad Company's right of way 3
25. Distance from butt of pole to nearest rail of main track 40 Feet _____
26. Distance from butt of pole to nearest rail of sidetrack -0 Feet DOES NOT APPLY
27. If additional wire line attachments or revisions are to be made to existing crossing, please advise date of agreement _____
28. Will line exclusively serve patron of Railroad? NO Name: _____
29. Will this line run parallel or approximately parallel to Railroad Company's tracks anywhere? NO Give approximate separation from our signal and telephone wires _____
30. Will line be located in public road right of way? YES (If yes, show name, road number and right of way on print.) DOT/AAR Crossing No. ED 2-8-3966 FILE NO 2907-17792

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the Railroad incident to installation, maintenance, and/or supervision necessitated by this installation, and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.

Date

Signature and Title of Officer Signing Application

Please print or type:

Name Title Telephone No.

RECORDED FILED IN 17792

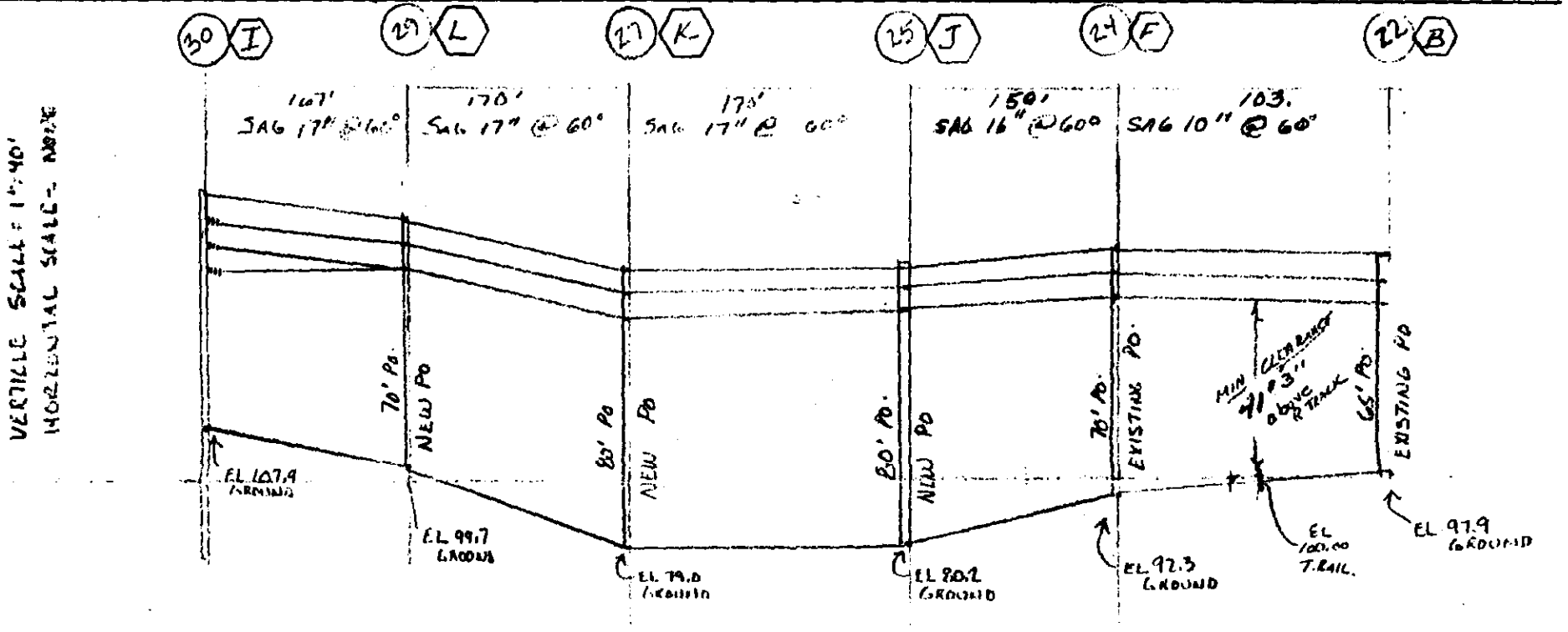
DO B54635 RX 2907A
 Proposed Line Crossing Over The CHESAPEAKE & OHIO R.R Existing Permit Number EDR-8-3966
 in OLD PLANK RD 535' SE OF GARDEN RD VILLAGE MILFORD
 City of MILFORD

Section 14 N.E. 14 Township MILFORD T 2 N R 7 E County OAKLAND

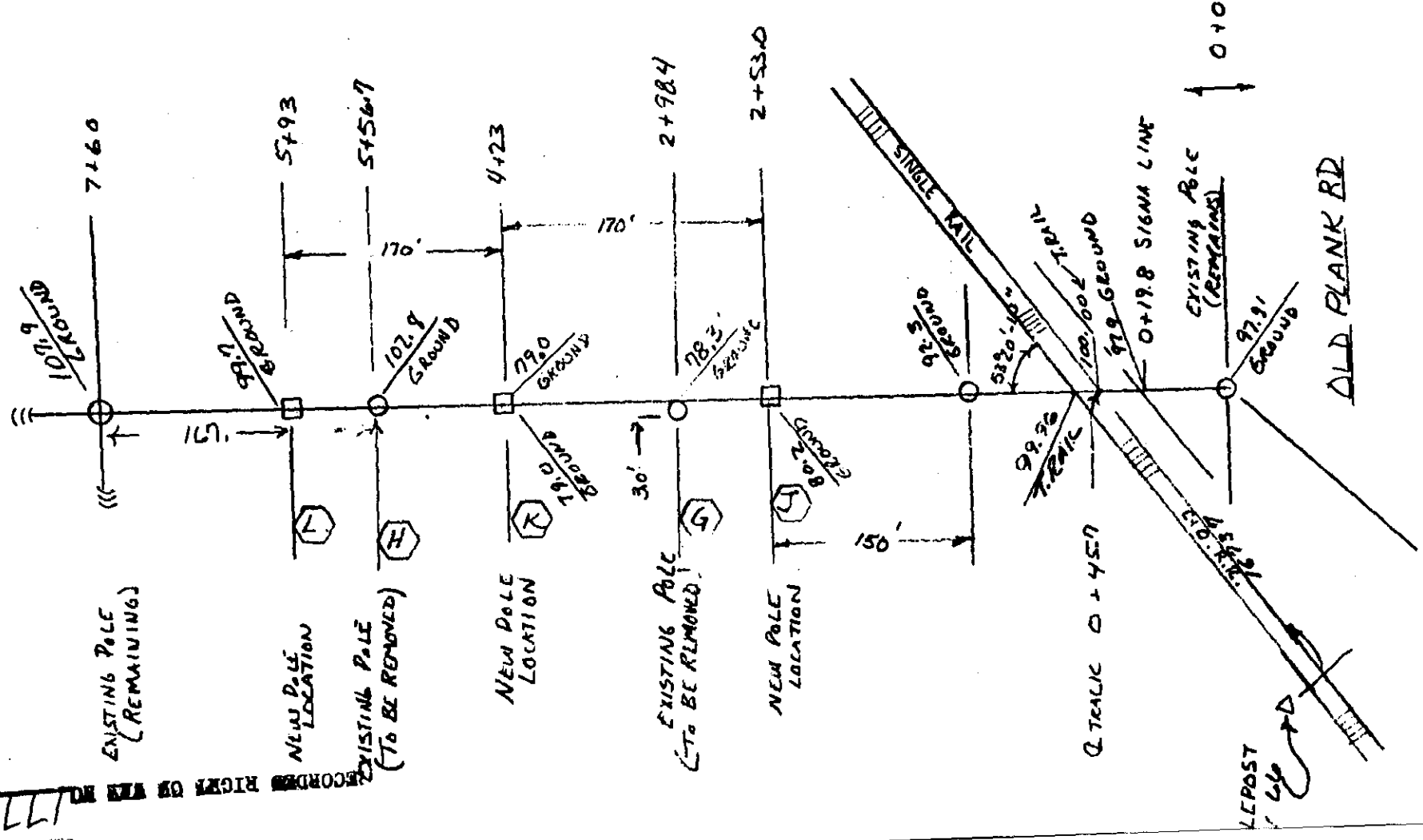
Refer to Section 12 of Overhead Lines Construction Standards for minimum clearance chart. The Railroad Permit Application (DE 963-6064) shall be submitted along with this permit.

Span	Span Length	Lowest Conductor Over R.R. Tracks	Stringing Sag At 60°F	Sag Table	Rule Span	Final Sag Ratio
F-B	103'	41' 3" above	10 inches	II	167'	1.33
F-J	150'	No TRACKS	16 inches	II	167'	1.33
J-K	170'	No TRACKS	17 INCHES	II	167'	1.33
K-L	170'	No TRACKS	17 INCHES	II	167'	1.33

Designed By J SKONIECZNY Division OAKLAND
 Checked By _____ Date _____

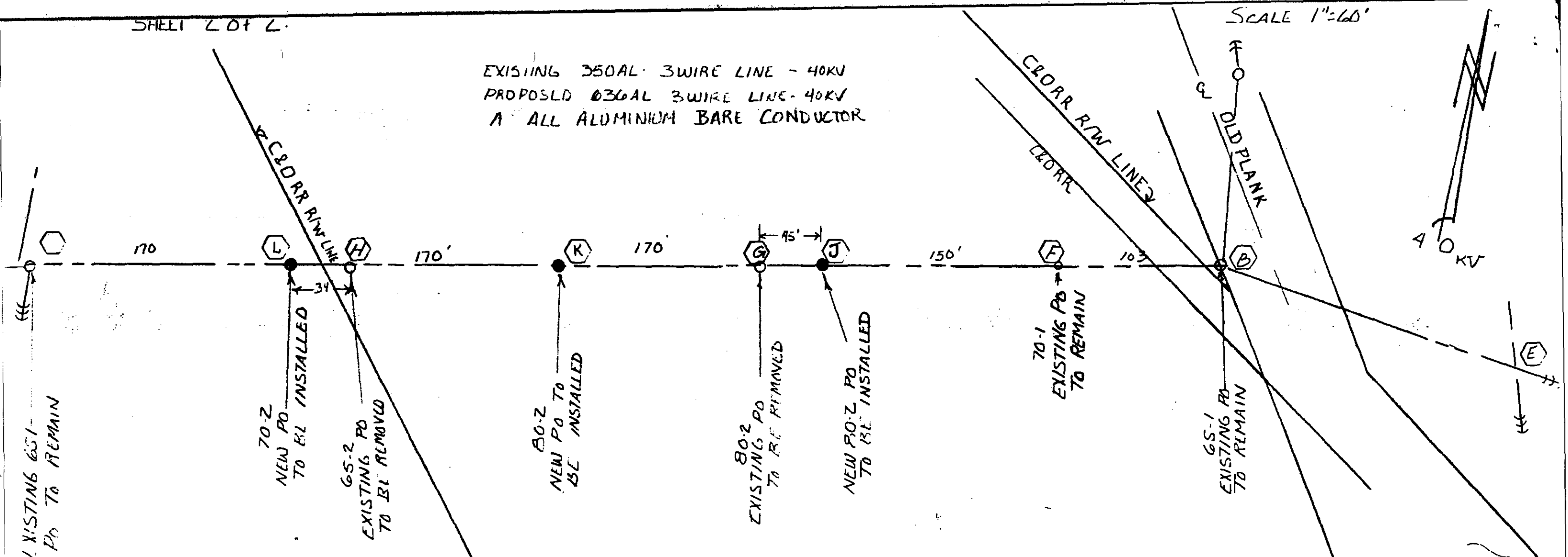


FOR UPDATED R.R. CROSSING PERMIT
 MILFORD TWP & OAKLAND CO.
 CITY OF MILFORD
 C.O. R.R. 10/07/91



RECORDED RIGHT OF WAY NO. 17792

EXISTING 350AL 3WIRE LINE - 40KV
 PROPOSED 636AL 3WIRE LINE - 40KV
 ALL ALUMINIUM BARE CONDUCTOR



EXISTING CROSSING OF 3#350 AL
 40KVOLT WIRES IS BEING REPLACED
 WITH 3# 656 AL WIRES -
 ALL NEW POLE HARDWARE IS
 BEING USED THE CHANGING
 OF CONDUCTORS AND THE POLE
 SPACING CHANGES THE SAG DIMENSION
 INCREASING THE CLEARANCE OVER THE RR TRACES.

LEGEND				THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT			
○	FOREIGN POLE	CITY OR TWP.	COUNTY	QTR. & TWP. SECT. NO.	DEPT. ORDER NO.		
○	EXIST. D.E. CO. POLE	MILFORD	OAKLAND	11NE	B51635		
●	PROPOSED POLE	MAP SECT.	TOWN	RANGE	JOINT R/W REQUIRED	R/W NO.	
○	EXIST. ANCHOR	1-199-394	2N	7E	YES <input type="checkbox"/> NO <input type="checkbox"/>		
○	PROPOSED ANCHOR	PROJECT NAME	TEL. ENG'R. & DIST.		PROJ. OR PART NO.		
○	TREE	PROUD - MILFORD LN					
---	120/240 V LINE	CIRCUIT			O.P.W. S.O. OR P.E. NO.		
---	4800 V LINE	TIE LN 4401 - 40KV			2FA1A 9401		
---	13,200 V LINE	REASON			BUDGET ITEM NO.		
---	40,000 V LINE	SYSTEM MAINTENANCE			2FA1E K14		
		PLANNER	SCALE	DATE			
		J E SKONIECZNY	1"=60'	10-24-91			

RECORDED RIGHT OF WAY NO. 17792

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION
DEC - 3 1952
SECRETARY'S OFFICE

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

PUBLIC UTILITIES
No. _____ Gas _____
Ed. _____ Adm. _____
DEC 3 1952
F and A _____ R and V _____
1952

December 2, 1952

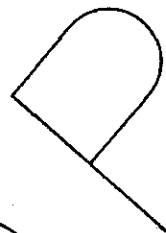
Michigan Public Service Commission
Lansing 13, Michigan

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 in the Village of Milford, N.E. 1/4 of Section 14, Milford Township, Oakland County T-2N, R-7E.

Two No. 2 ACSR - 4800 volt wires over the track of the C. & O.R.R. located in Old Plank Road at a point 535' southeast of Garden Road.

Foreign Wires: Ten No. 104 copper wires owned by the General Telephone Company now crossing at the above location will contact and cross the track on the D.E. Co. poles.



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.
- 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. _____ dated _____
- This is a new crossing.

Reference number of construction drawing is RX- 2907

Yours very truly,

R. H. Taylor
R. H. Taylor
Right of Way Agent

Permit No. ED2-8-3131

Date December 4, 1952

By F. M. Hoppe
Acting Director of Public Utilities

✓ Check in square indicates statement applicable.

RECORDED RIGHT OF WAY NO. 17792

RIGHTS OF WAY
DEPARTMENT

1952 DEC 5 AM 9 50

PROPOSED LINE CROSSING OVER THE CLEVELAND & OHIO R.R. EXISTING PERMIT NUMBER NEW CROSSING
 IN OLD PLANK RD 535 S.E. OF GARDEN RD VILLAGE MILFORD CITY OF MILFORD
 SECTION 14 N.E. 1/4 TOWNSHIP MILFORD T 2N. R 7E COUNTY CAYLANS

NOTES

MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.

ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

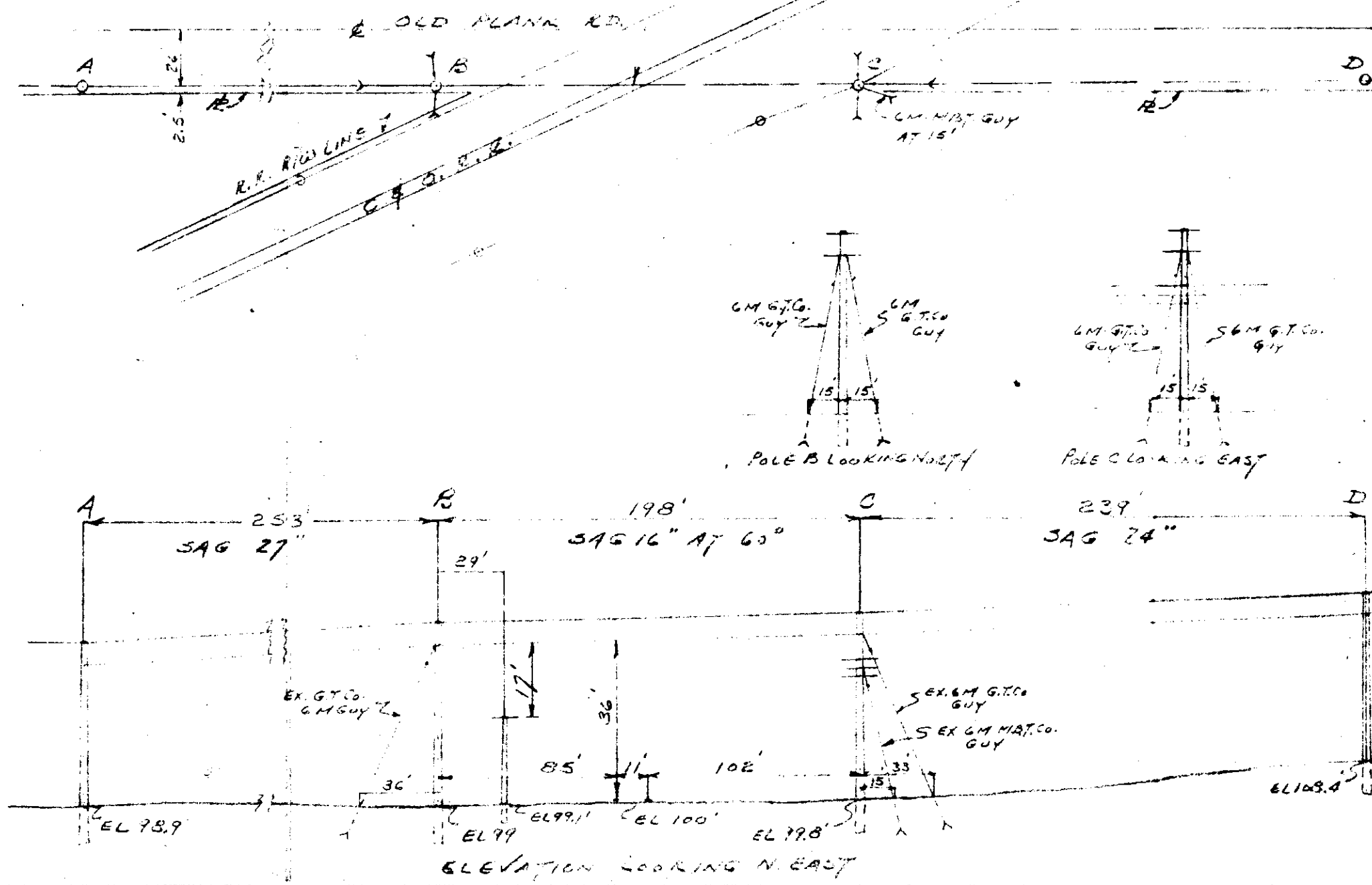
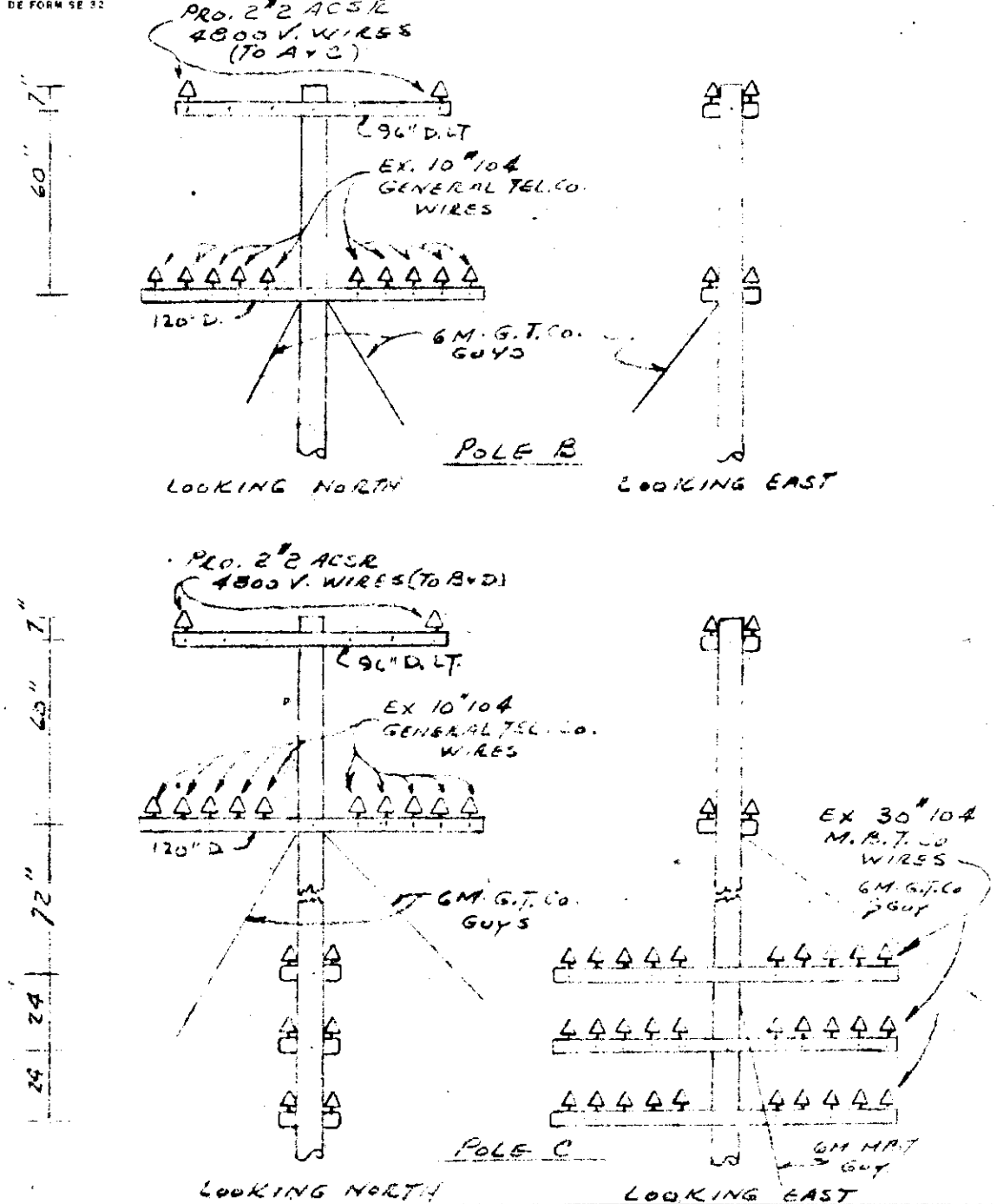
NEAREST POLE TO RAIL	SIDING	7 FT.
	MAIN LINE	12 FT.
WIRES OVER TRACKS	0 - 500 VOLTS	27 FT.
	500 - 7500 VOLTS	28 FT.
	24000 VOLTS	30 FT.
WIRES OVER R.R. SIGNAL	0 - 500 VOLTS	2 FT.
	500 - 7500 VOLTS	4 FT.
	24000 VOLTS	6 FT.

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
2	2	ACSR	4800	A-D	45'	3	W. CEDAR
				B-C	50'	2	"

DRAWN BY J. WHYTE ENGINEERING DIVISION DATE 11-24-52
 ESTIMATOR J. STUREY OVERHEAD LINES DEPT. BIRMINGHAM

PROPOSED CROSSING OF
 2" ACSR 4800 VOLT WIRES

NOTE: 10" 104 COPPER WIRES OWNED BY THE GENERAL TELEPHONE CO. NOW CROSSING AT THIS LOCATION, TO CONTACT THE DETROIT EDISON CO. REES



THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

June 11, 1956

LR
6-12-56

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 Railway Company in private property at a point 80 feet West of Old Plank Road and 435 feet South of Garden Road in the Village of Milford, the Northeast 1/4 of Section 14, Milford Township, Oakland County, Michigan. The line, as shown on our Plan RX-2907A, will consist of three #350 Mcm AA - 40,000 volt wires and three #350 Mcm AAX - 4800 volt wires and three poles.

The agreement, dated June 2, 1956, calls for the sum of \$25.00 preparation fee; \$7.50 to cover period from June 2, 1956, to December 31, 1956, and an annual rental of \$22.50 beginning January 1, 1957.

L. G. Hedden
L. G. Hedden
Supervisor of Rights of Way

LGH/emr

Encl.

MIL-14-1 *WT*

GEN'L. ACCTG. DEPT. ENTERED - CANCELLED
CONTRACT BOOK NO.
DATE <i>Legacy Carter</i>
BY <i>JJW 6-19-56</i>
CHECKED BY <i>K</i>

GENERAL FILES
RECEIVED JUN 13 1956
CLASSIFICATION:
REC. R/W 17792

REFERRED TO
<i>B.K.</i>
<i>W</i>
<i>AW</i>
<i>606</i>

RIGHT OF WAY FILE NO. 17792

THIS AGREEMENT, made this 2nd day of June, A.D. 1956, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called First Party, and THE DETROIT EDISON COMPANY, a New York corporation, hereinafter called Second Party.

W I T N E S S E T H:

WHEREAS, Second Party desires to construct and thereafter operate and maintain an aerial wire line over and across the right of way and tracks of First Party at Station 10736 plus 80 in Section 14, Town 2 North, Range 7 East, Milford Township, Oakland County, about 0.5 mile south of our depot in Milford, Michigan, in substantially the location shown in solid red line on First Party's Drawing No. A-560406, dated April 6, 1956, hereto attached and made a part hereof, and has requested First Party to grant to Second Party the right so to do.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

First Party grants to Second Party, at its request, so far as First Party may lawfully do so, the right to construct, operate, and maintain said aerial wire line over and across First Party's right of way and tracks at the location aforesaid, upon the following terms and conditions, and subject to the following limitations, and not otherwise:

1. Second Party shall obtain permission and authority from the Michigan Public Service Commission for the construction, operation, and maintenance of the aerial wire line as aforesaid and shall at all times observe all requirements of public authority governing or respecting the same. Second Party shall construct and maintain said aerial wire line in accordance with its standards of construction on file with and approved by the Michigan Public Service Commission, and in accordance with Second Party's Plan RX-2907 A, incorporated herein by reference. Second Party shall construct said aerial wire line at its own cost and expense and shall likewise at its own expense operate and maintain the same in a safe and proper condition at all times hereafter.

2. Said aerial wire line, which will extend over and across First Party's right of way and tracks in the location aforesaid a distance of six hundred (600) feet, will consist of three (3) 350 MCM AA wires carrying 40,000 volts and three (3) 350 MCM AAX wires carrying 4800 volts. Said aerial wire line shall be maintained with a clearance of not less than thirty-five and seven-tenths (35.7) feet above the tops of rails of First Party's tracks and not less than sixteen and six-tenths (16.6) feet above First Party's communication lines on said right of way. Three (3) poles will be located on First Party's right of way in connection with said aerial wire line.

3. If, in the judgment of First Party, the operation, maintenance or use by Second Party of said aerial wire line at any time causes inductive or physical interference with the communication circuits now or hereafter installed on the property of First Party or in any manner interferes with the operation, maintenance, or use by First Party of its right of way, tracks, structures, pole lines, devices, facilities, or other of its property, Second Party, within thirty (30) days after receiving written notice from First Party to that effect, will promptly, at its own risk, cost, and expense, make all changes in its facilities as, in the judgment of First Party, may be required to eliminate such interferences. In the event First Party shall at any time hereafter 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 to otherwise improve, change, or relocate its structures, pole lines, devices, or facilities at or in the vicinity of First Party's property occupied by Second Party's aerial wire line, which rights First Party hereby expressly reserves unto itself, Second Party, within

RIGHT OF WAY FILE NO. 17792

thirty (30) days after receiving written notice from First Party so to do, will promptly, at its own risk, cost, and expense, relocate, raise, alter, or otherwise change its serial wire line in accordance with Second Party's standards of construction and maintenance on file with and approved by the Michigan Public Service Commission, or as may be required by law, to a location and in a manner which, in the judgment of First Party, will enable First Party 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 to otherwise improve, change, or relocate its structures, pole lines, devices, or facilities as aforesaid.

4. Second Party shall and will at all times hereafter assume all liability for loss of or damage to all property whatsoever and injury to or death of all persons whatsoever, caused either in whole or in part by, or arising out of, or resulting in any manner, whether solely or jointly, concurrently, or in connection with other causes, from the location, construction, installation, maintenance, existence, use, renewal, or removal of the serial wire line covered by this agreement or from a failure to maintain, repair, or renew the same, or the collision of engines, trains, or cars with said serial wire line, and Second Party shall and will protect, indemnify, and save harmless First Party, its lessees, successors, and assigns, from and against any and all detriment, damages, losses, claims, demands, suits, judgments, costs, and expenses arising from or by reason thereof.

5. Second Party shall pay to First Party the sum of Twenty-five Dollars (\$25.00) on execution of this agreement toward the cost of preparing the same. Second Party shall pay to First Party as a rental charge for the use of its premises the sum of Seven and 50/100ths Dollars (\$7.50) on the execution of this agreement, to cover the period from the date hereof to December 31, 1956, and thereafter, commencing January 1, 1957, the sum of Twenty-two and 50/100ths Dollars (\$22.50) per annum, in advance, for each and every year or fraction thereof, during which this agreement shall remain in force and effect.

6. This agreement shall continue in force and effect until terminated by ninety (90) days' notice in writing from either party to the other party of an intention to terminate the same. Upon the giving of such notice, Second Party agrees to remove, at its own expense, the said serial wire line from the right of way of First Party and to restore and leave said right of way and tracks in as good condition as before the installation of said serial wire line. In the event Second Party shall fail so to do before the expiration of ninety (90) days after such notice of termination by either party has been given to the other party, then First Party, without incurring any liability to Second Party, may perform the work of removal and restoration at the cost and expense of Second Party. Second Party shall repay to First Party all such cost and expense within thirty (30) days after bill for same has been presented to Second Party.

7. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No assignment by Second Party of this agreement, or of any rights hereunder, shall be made without obtaining the prior written consent of First Party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *[Signature]*

Its VICE PRESIDENT - CONSTRUCTION AND MAINTENANCE

THE DETROIT EDISON COMPANY

By *[Signature]*

Its

RICHARD H. TAYLOR, DIRECTOR
REAL ESTATE AND BUSINESS DEVELOPMENT

YBH
499

RIGHT OF WAY FILE NO. 17782

RECEIVED
MICHIGAN PUBLIC SERVICE COMMISSION
JUN 4 1956
OFFICE

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

June 1, 1956

JUN 4 1956
RECEIVED
MICHIGAN PUBLIC SERVICE COMMISSION

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 R.R. in the Village of Milford, N.E. 1/4 of section 14, Milford Twp., Oakland Co., T-2N, R-7E.

(Span B-C) 2#2 ACSR - 4800 volt wires over the track of the C.&O.R.R. located in Old Plank Rd. at a point 535' southeast of Garden Rd.

Foreign Wires: 10 - #104 steel wires owned by the General Telephone Co.

Note: There is to be no change in the number or size of the crossing conductors but due to the proposed installation of a higher pole at "B" the clearances in the crossing span B-C will be changed.

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.
- 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. ED 2-8-3131 dated 12-4-53
- This is a new crossing.

Reference number of construction drawing is RK-2907A

Yours very truly,

L. G. Hedden
Supervisor of Rights of Way

Permit No. ED2-8-3970

Date June 5, 1956

By [Signature]
Acting Director of Public Utilities.

✓ Check in square indicates statement applicable.

1956 JUN 7 AM 9
REAL ESTATE AND
RIGHTS OF WAY DEPT.

17792

RECEIVED
MICHIGAN PUBLIC SERVICE COMMISSION
JUN 4 1956
SECRETARY'S OFFICE

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

June 1, 1956

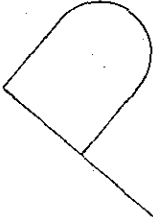
RECEIVED
MICHIGAN PUBLIC SERVICE COMMISSION
JUN 4 1956
SECRETARY'S OFFICE

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 R.R. in the Village of Milford, N.E. 1/4 of section 14, Milford Twp., Oakland Co., T-2N, R-7E.

(Span B-F) 3#350 Mcm AA - 40,000 volt wires and 3#350 Mcm AAX - 4800 volt wires over the track of the C.&O.R.R. located in private property at a point 80' west of Old Plank Rd. and 435' south of Garden Rd.



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.
- 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. _____ dated _____
- This is a new crossing.

Reference number of construction drawing is RX- 2907A

C & O RR waiver of hearing
station 10736 plus 80
dated 5-31-56, attached.

Permit No. ED2-8-3966

Date June 5, 1956

[Signature]
Acting Director of Public Utilities.

Yours very truly,

[Signature]
L. G. Hedden
Supervisor of Rights of Way

1956 JUN 11
REAL ESTATE AND
RIGHTS OF WAY DEPT.

✓ Check in square indicates statement applicable.

17492

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
 DETROIT 26, MICHIGAN

September 26, 1957

Permit No. ED2-8-3966

Michigan Public Service Commission
 Lansing 13, Michigan

Gentlemen:

I, Ivan W. Gamble, Supervisor of Rights-of-Way
 of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
 wire crossing, covered by Wire Crossing Permit No. ED 2-8-3966,
 issued 6-5-56, has been constructed in accordance with
 specifications of the Michigan Public Service Commission and construction
 standards of The Detroit Edison Company, approved by Michigan Public
 Service Commission on July 19, 1939, file ED 2-9.01, and that this crossing
 will be maintained as provided in such specifications and construction
 standards.

Yours very truly,

Ivan W. Gamble
 Ivan W. Gamble
 Supervisor of Rights of Way

RX No. 2907 A

Location Village of Milford
Oakland County

Railroad Chesapeake & Ohio

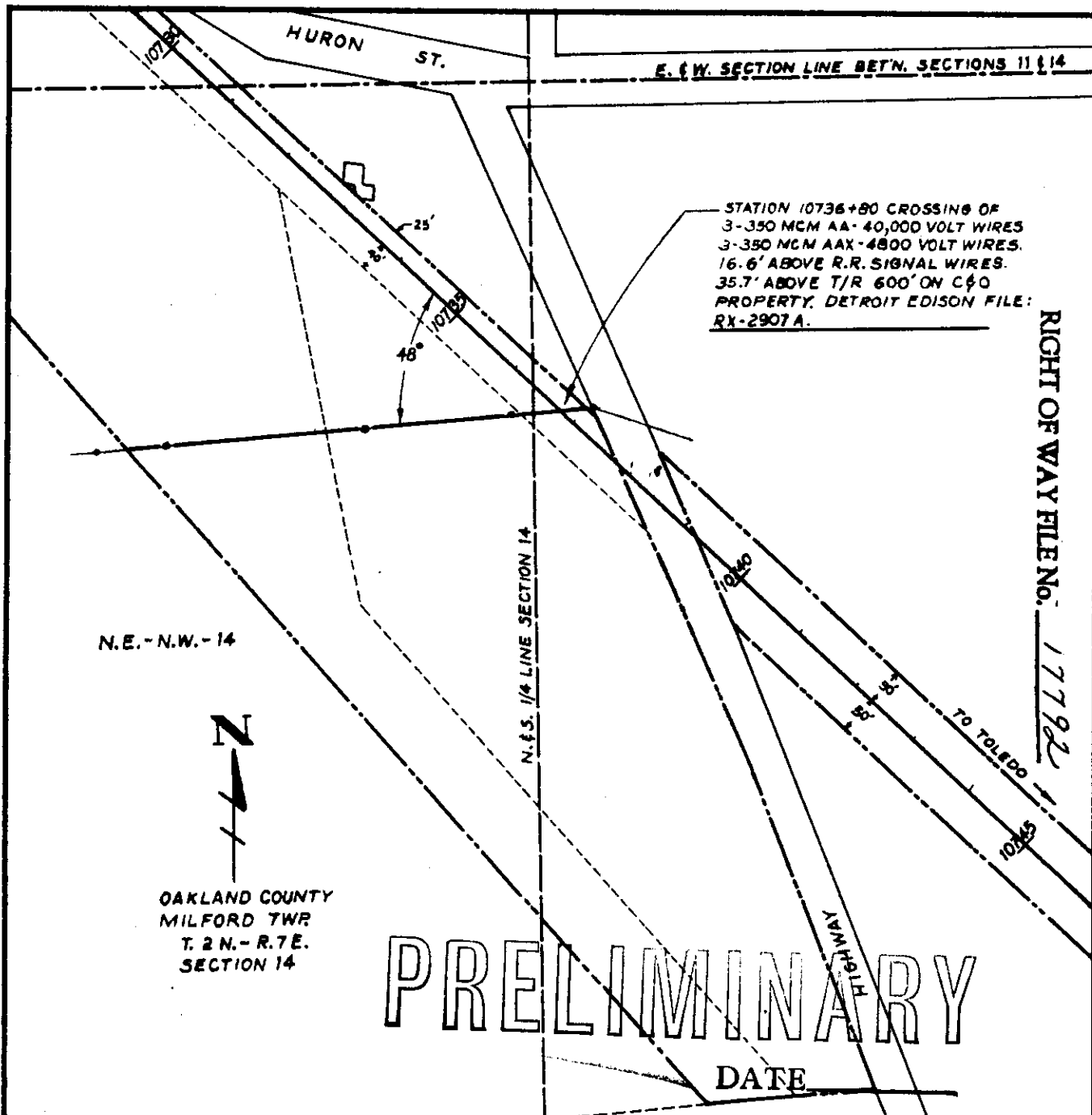
Subscribed and sworn to before me this
26th day of Sept., 19 57.

Benjamin M. Rayburn
 Notary Public, Wayne
 County, Michigan.

My Commission expires Aug. 24, 1959

Span B-F - In P.P. 80' W of Old Plank Rd & 435' S of Garden Rd

RECORDED RIGHT OF WAY NO. 17792



RIGHT OF WAY FILE NO. 17792

PRELIMINARY

DATE

OAKLAND COUNTY
MILFORD TWP
T. 2 N. - R. 7 E.
SECTION 14

<p>REVISIONS</p>	<p>THE CHESAPEAKE AND OHIO RAILWAY COMPANY DIVISION ENGINEER'S OFFICE SAGINAW, MICHIGAN</p>	
	<p>MILFORD</p>	
	<p>PROP. AERIAL WIRE CROSSING FOR THE DETROIT EDISON COMPANY 4-6-56</p>	
	<p>NORTHERN REGION</p>	
<p>SCALE: 1" = 200' DATE: 4-6-56 DRAWN BY: CMT CHECKED BY:</p>	<p>VAL. SEC. <u>1B</u> #44</p>	<p>DRAWING NO. A-560406</p>