





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

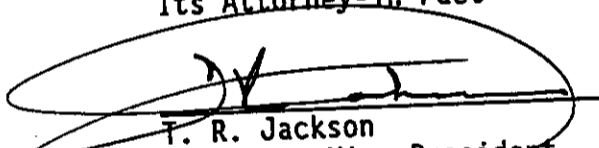
Mr. Thomas Wilson  
Detroit Edison Company  
2000 Second Avenue  
Detroit, MI 48226

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.

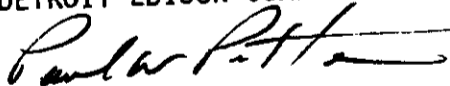
By: CSX TRANSPORTATION, INC.  
CSX Real Property, Inc.  
Its Attorney-in-Fact

  
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. 14066 (Part B)

SEE: RECORDED RIGHT OF WAY NO. 49790

# THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

March 14, 1956

*hwr*  
*3/15/56*

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 between The Chesapeake and Ohio Railway Company, the General Telephone Company and The Detroit Edison Company covering the construction and maintenance of the General Telephone Company's proposed aerial wire line crossing attached to our poles over the tracks and right of way of The Chesapeake and Ohio Railway Company East of Milford Road opposite Woodruff Road in the Southwest 1/4 of Section 10, Highland Township, Oakland County, Michigan, shown on our Plan RX-2775. Our crossing over The Chesapeake and Ohio tracks is covered by agreement dated October 2, 1951, Right of Way File No. 14066.

General Telephone Company agreement dated March 5, 1956, calls for payment of preparation fee and annual rental to The Chesapeake and Ohio Railway Company by the General Telephone Company. This agreement is to be cross-referenced with Right of Way File No. 14066, also attached.

*I. W. Gamble*

I. W. Gamble  
Assistant Supervisor of Rights of Way

IWG/emr

Encls.

GENERAL FILES
RECEIVED MAR 16 1956
CLASSIFICATION:
RECORDED R/W NO. 14066

REFERRED TO
<i>RW</i>
<i>ASZ</i>
<i>KFF</i>
<i>ASZ</i>

RIGHT OF WAY FILE NO. 14066  
(Part 2)

HLD 8-3 WTC

THIS AGREEMENT, made this 5th day of March, A. D. 1956, by and among THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called First Party, THE DETROIT EDISON COMPANY, a New York corporation, hereinafter called Second Party, and GENERAL TELEPHONE COMPANY, a Michigan corporation, hereinafter called Third Party.

W I T N E S S E T H:

WHEREAS, First Party entered into an agreement with Second Party, bearing date the 2nd day of October, A. D. 1951, whereby First Party granted to Second Party, among other things, the right, license, and permission to construct, operate, and maintain an aerial wire line over and across First Party's then Pere Marquette District (now Northern Region), Saginaw Division, right of way and tracks at Station 10383 plus 80 in Section 10, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, which location is shown in solid red line on First Party's Drawing No. A-551228, hereto attached and made a part hereof, and

WHEREAS, Second Party and Third Party have requested First Party to grant to Third Party the right, license, and permission to attach two (2) telephone wires to the poles of Second Party's aerial wire line covered by the aforesaid agreement dated October 2, 1951, which aerial wire line of Third Party will extend over and across First Party's right of way and track at the aforesaid location, as shown on said attached drawing.

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

First Party grants to Third Party, at the request of Second Party and Third Party, so far as First Party may lawfully do so, the right, license, and permission to attach two (2) telephone wires to the poles of Second Party's aerial wire line at the location aforesaid, shown in solid red line on First Party's said attached drawing, on the following terms and conditions, and subject to the following limitations, and not otherwise:

1. Third Party shall obtain permission and authority from the Michigan Public Service Commission for the installation, operation, and maintenance of said aerial wire line and shall at all times observe all requirements of public authority governing or respecting the same. Third Party shall install and maintain said wire line in accordance with its standards of construction on file with and approved by the Michigan Public Service Commission. Third Party shall install 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. Third Party's said aerial wire line attached to the poles of Second Party will consist of two (2) No. H-135 bare steel telephone line wires. Said aerial wire line shall be installed and maintained with a clearance of not less than twenty-eight (28) feet above the tops of rails of First Party's tracks and not less than five (5) feet above First Party's communication lines on said right of way. Said aerial wire line shall extend a distance of one hundred ten (110) feet over and across the right of way and tracks of First Party. Subject to all of the terms, conditions, and limitations herein contained, Third Party may, at some time in the future, install two (2) additional wires over and across the right of way and tracks of First Party at the location aforesaid.
3. If, in the judgment of First Party, the operation, maintenance, or use of Third Party's aerial wire line at any time causes inductive or physical interference with the communication circuits now or hereafter

RIGHT OF WAY FILE NO. 14666

(Part)

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, Third 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 Third Party's aerial wire line, which rights First Party hereby expressly reserves unto itself, Third Party, within 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 aerial wire line in accordance with Third 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. Third Party shall assume all liability for loss of or damage to property and injury to or death of persons, including the property of First Party, Second Party, Third Party, and all other persons and parties, and injury to or death of all persons, whether or not they are employees of the parties hereto or are other persons or parties, caused either in whole or in part by, or arising out of, or resulting in any manner from, the construction, installation, maintenance, existence, use, repair, renewal, or removal of the aerial wire line covered by this agreement, or from a failure to maintain, repair, or renew the same, and Third Party shall indemnify and save harmless First Party from and against such liability, including all costs and expenses incident thereto. Third Party shall assume all liability for, and shall hold First Party harmless from and indemnify First Party against, all loss of or damage to property of, and injury to or death of employees of, Third Party, including all costs and expenses incident thereto, caused either in whole or in part by, or arising from, any act or omission, negligent or otherwise, of First Party, its employees or agents, in the operation and/or maintenance of its railroad.

5. Third 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. Third Party shall pay to First Party as a rental charge for the use of its premises, the sum of Two Dollars (\$2.00) on execution of this agreement, to cover the period from date hereof to December 31, 1956, and thereafter, commencing January 1, 1957, the sum of Two Dollars (\$2.00) 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 thirty (30) days' notice in writing from any party to the other parties of an intention to terminate the same. Upon the giving of such notice, Third Party agrees to remove, at its own expense, the said aerial wire line from over 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 aerial wire line on the poles of Second Party's aerial wire line. In the event Third Party shall fail so to do within thirty (30) days after such notice of termination by any party has been given to the other parties, then

RIGHT OF WAY FILE NO. 14666 (Part 2)

First Party, without incurring any liability to Second Party and/or Third Party, may perform the work of removal and restoration at the cost and expense of Third Party. Third Party shall repay to First Party all such cost and expense within thirty (30) days after bill for same has been presented to Third Party.

7. This agreement shall inure to the benefit of and be binding upon the lessees, successors, and assigns of the parties hereto. No assignment by either Second Party or Third 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 triplicate the day and year first above written.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By [Signature]  
Its VICE PRESIDENT - CONSTRUCTION AND MAINTENANCE

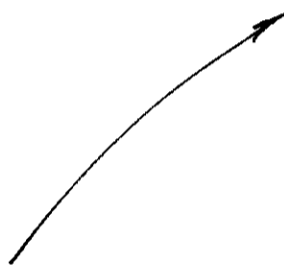
THE DETROIT EDISON COMPANY

By [Signature]  
Its RICHARD H. TAYLOR, DIRECTOR  
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

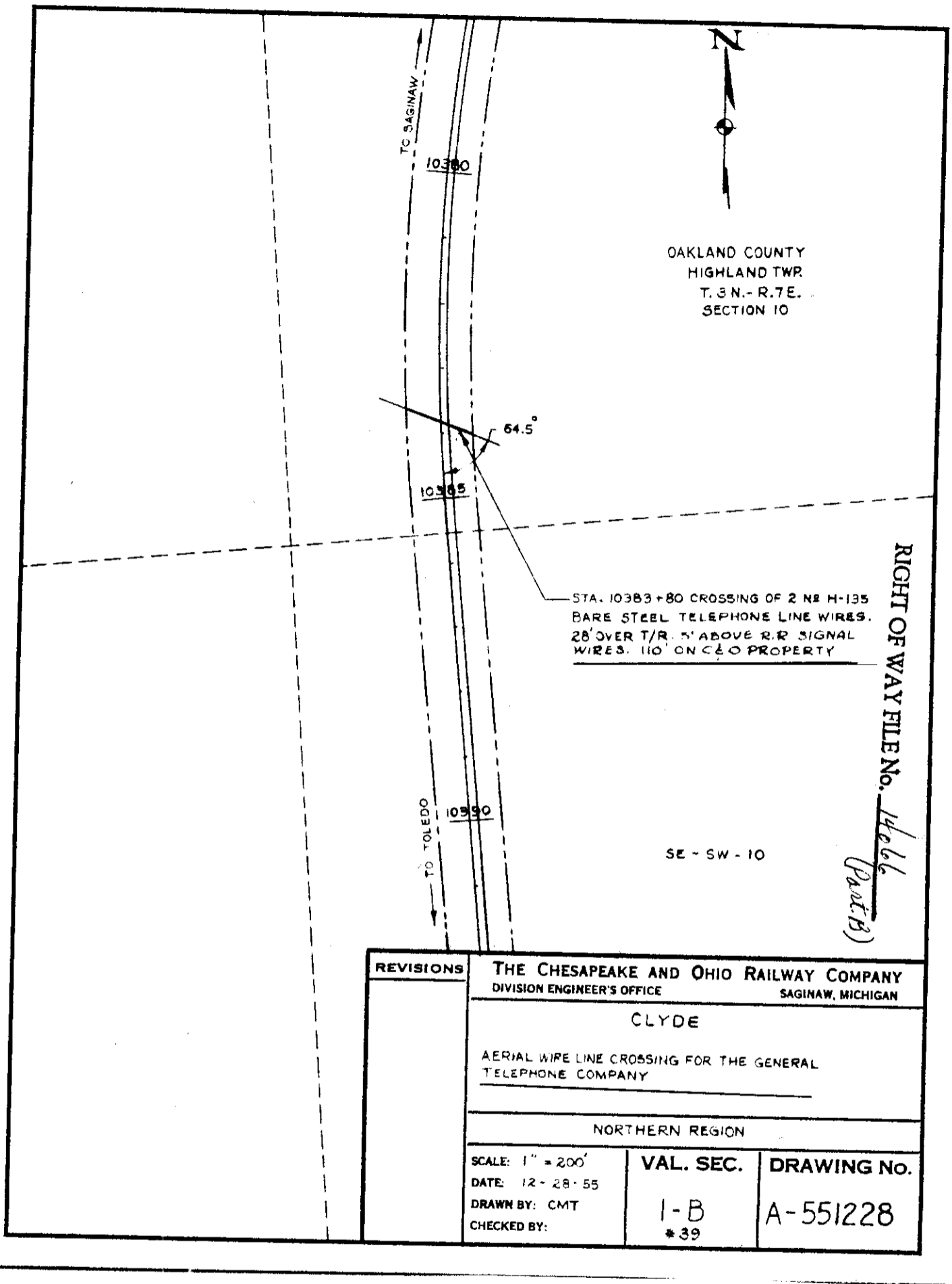
GENERAL TELEPHONE COMPANY

By [Signature]  
Its Vice-President

YSH  
ATX



RIGHT OF WAY FILE NO. 14666  
(Part B)



OAKLAND COUNTY  
 HIGHLAND TWR  
 T. 3 N. - R. 7 E.  
 SECTION 10

STA. 10383+80 CROSSING OF 2 #2 H-135  
 BARE STEEL TELEPHONE LINE WIRES.  
 28' OVER T/R. 5' ABOVE R.R. SIGNAL  
 WIRES. 110' ON C&O PROPERTY

RIGHT OF WAY FILE NO. 1466  
 (Part B)

SE - SW - 10

REVISIONS	THE CHESAPEAKE AND OHIO RAILWAY COMPANY DIVISION ENGINEER'S OFFICE SAGINAW, MICHIGAN	
	CLYDE	
	AERIAL WIRE LINE CROSSING FOR THE GENERAL TELEPHONE COMPANY	
	NORTHERN REGION	
SCALE: 1" = 200'	VAL. SEC.	DRAWING NO.
DATE: 12-28-55	1-B	A-551228
DRAWN BY: CMT	*39	
CHECKED BY:		

Job Project No.: X04032  
Location Project No.: B09478  
OCCPT/RX NO.: RX2774B

Date: May 4, 1992  
To: Ava D. Thrower  
Records Center  
From: Thomas Wilson JW  
Subject: Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated March 23, 1992, to CSX Transportation to revise the above mentioned crossing in SW 1/4 of Section 3, Highland 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.

Please incorporate these papers into Record Center File 14066.

Attachments

cc: F. E. Wallis

B-4

Serving Customers

*We're all a part of it!*

RECORDED RIGHT OF WAY NO. 14066



RECORDED RIGHT OF WAY NO. 14066

**SENDER:**

- Complete items 1 and 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
  - 2.  Restricted Delivery
- Consult postmaster for fee.

3. Article Addressed to:

CSX  
500

4a. Article Number:

320 912 694

- 4b. Service Type:
- Registered
  - Insured
  - Certified
  - COD
  - Express Mail
  - Return Receipt for Merchandise

7. Date of Delivery:

11/6/92

5. Signature (Addressee)

8. Signature (Agent)

PS Form 3811, November 1990 \*U.S. GPO: 1991-287-088

DOMESTIC RETURN RECEIPT





**SENDER: Complete items 1, 2, 3 and 4.**  
 Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1.  Show to whom, date and address of delivery.  
 2.  Restricted Delivery.

3. Article Addressed to:  
 Mr. R. H. Sieg-J180  
 Manager - Contract Administration  
 CSX Transportation  
 500 Water Street  
 Jacksonville, FL 32202  
 Article Number

4. Type of Service:  
 Registered  Insured  
 Certified  COD  
 Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee   
 6. Signature - Agent   
 7. Date of Delivery  
 8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, July 1983 447-845

DOMESTIC RETURN RECEIPT

RECORDED RIGHT OF WAY NO. 14066



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

March 23, 1992

Mr. R. H. Sieg - J180  
Manager - Contract Administration  
CSX Transportation  
500 Water Street  
Jacksonville, FL 32202

Re: Wire Crossing Notification

Dear Mr. Sieg:

This letter is your notice of the planned reconstruction of an overhead wire crossing over your railroad tracks under terms of an agreement dated October 2, 1951 (L4395) by The Detroit Edison Company, in the SW 1/4 of Section 3, Highland Township, Oakland County, Michigan.

1. Location: Approximately 765 feet north of Milford Road, 2600 feet west of Harvey Lake Road and approximately 2500 feet east of Buckhorn Lake Road.
2. Detroit Edison Project and Crossing Nos.: BO9478, RX2774B
3. This is a reconstruction of an existing crossing in Edison Row File 14066.
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)237-8314 if you have any questions.

Sincerely,

Thomas Wilson  
Real Estate Associate  
Room 2310 WCB

cc: F. E. Wallis

Attachments  
B12

Certified Mail  
Return Receipt Requested

RECORDED RIGHT OF WAY NO. 14066

APPLICATION FOR WIRE OR CABLE LINE CROSSING OF PROPERTIES AND TRACK

(For RR Use) Division \_\_\_\_\_ Subdivision \_\_\_\_\_ Val. Sec. (Map) \_\_\_\_\_

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, Inc. Original and four (4) copies of this form shall be submitted, accompanied by five (5) letter size 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: DETROIT EDISON COMPANY  
Telephone: (313) 237-8000
2. Address: 2000 SECOND AVE City: DETROIT State: MICH Zip: \_\_\_\_\_
3. If incorporated, name of state in which incorporated: NEW YORK Municipality: \_\_\_\_\_
4. Location N. OF MILFORD RD 765' feet \_\_\_\_\_ (direction) from nearest Railroad Milepost NORTH
5. Nearest Station: MILFORD County: ORCAHND State: MICH
6. Angle between centerline of right-of-way and wireline will be APP. 30 ± degrees
7. Number of Railroad Company's tracks to be crossed ONE. Number of pole lines crossed ONE
8. Crossing will be transmission (NO) SUB TRANS. Distribution 13.2 Service \_\_\_\_\_
9. Alternating current 60 CYC. voltage 13.2 No. of Phases 3 Hertz 60
10. Direct Current \_\_\_\_\_ voltage \_\_\_\_\_ amperes \_\_\_\_\_
11. Conductors: (a) Number THREE SUB. TRANS. (b) AWG gauge 40-636-3/0 (c) material ALUMINUM ST. CORE
12. Maximum voltage 40K SUB. TRANS. WIRE Maximum current REINFORCED
13. Maximum fault to ground current \_\_\_\_\_ Height of wire supports above ground level 38'6"
14. Material (encasement) NONE
15. Outside diameter \_\_\_\_\_
16. Wall thickness NOT APPLICABLE
17. Total length within Railroad right-of-way 80'
18. Height of wires above top of rail at 60°F 37 Feet Sag in Spans at 60°F 3'3"
19. Height of wires above Railroad communication and signal wires at 60°F 18' 9" Feet
20. Bury: Base of rail to top of casing NONE
21. Bury: Not beneath tracks NONE
22. Bury: Roadway ditches NONE
23. Type of wire supports DEAD END CLAMPS Size TO MATCH COND. False dead ends \_\_\_\_\_
24. Number of poles to be located on Railroad Company's right-of-way NONE
25. Distance from butt of pole to nearest rail of main track 52' ± feet
26. Distance from butt of pole to nearest rail of sidetrack 52' ± feet
27. If additional wireline attachments or revisions are to be made to existing crossing, please advise date of agreement 3-5-92
28. Will line exclusively serve Lessee of Railroad? LESSEE Name: DETROIT EDISON CO.
29. Will line run parallel or approximately parallel to Railroad Company's tracks anywhere? FOR PERMIT APPLICATION - ACROSS ONLY  
Give approximate horizontal separation from our signal and telephone wires: 16'
30. Will line be located in public road right-of-way? NO (If "yes", show name, road number and right-of-way on print). DOT/AAR Crossing No. \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 14066

If application is approved, applicant agrees to reimburse CSXT for any cost incurred by CSXT 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. Contract preparation fee in the amount of \$200.00 is attached.

Date 3-23-92 \_\_\_\_\_  
Signature & Title of Officer Signing Application \_\_\_\_\_  
*(and are caused by Edison)*

Please Type or Print: \_\_\_\_\_  
Name Title Telephone Number



# Railroad Crossing Application - Overhead

Please Print

Railroad Name <b>CHESAPEAKE &amp; OHIO</b>		Department Order <b>C 55286</b>
---	--	------------------------------------

Revision From RX No. (Available From Record Center (Ext. 78498))	New RX No. or <del>XXXXXX</del> <b>2774 B</b>	Spans <b>1 - 240'</b>
--	--	--------------------------

Location: City/Township <b>APP. 800' N. OF THE VILLAGE OF CLYDE</b>	Town <b>T-3N</b>	Range <b>R-7E</b>	County <b>OAKLAND</b>	1/4 Section <b>S.W. 1/4</b>	Section <b>3</b>
--	---------------------	----------------------	--------------------------	--------------------------------	---------------------

Location Description  
**ACROSS R.R. PROP. APPROX. 765' N. OF MILFORD RD., 2600 WEST. OF HARVEY LK. RD. AND APP. 2500' E. OF BUCKHORN LK. RD.**

This 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

Railroad Mile Post (Number)	State Permit No. Existing <b>ED 2-8-6323</b>	Date <b>12-27-91</b>	Distance to Crossing from Mile Post (in feet) <b>Ft.</b>
-----------------------------	---	-------------------------	---

Existing				Proposed			
<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel				<input type="checkbox"/> Wood <input type="checkbox"/> Steel			

Existing							Proposed						
Conductors				Poles			Conductors				Poles		
Span.	No. Size	Kind	Voltage	Location	Length	Class	Span.	No. Size	Kind	Voltage	Location	Length	Class
A-B	3-3/0	ACSR	24000	765' N. OF MILFORD RD.	70'	1							
	1-3/0	ACSR	SHIELD	"	SAME POLE								
	3-636	AL.	13000	"	SAME POLE								
	1-1/0	ACSR	NEUT.	"	SAME POLE								

Summary of Line Changes (continue on separate sheet if necessary)  
**EXISTING CROSSING OF 3-3/0 ACSR TO BE RAISED & POLE CONFIGURATIONS CHANGED, DUE TO POLE CHANGEOUT - THE LOWER 13,000 VOLT LINE OF 3-3/0 ACSR IS TO BE CHANGED OUT TO 636 MCM - 40 ACSR NEUT. TO BE RAISED**

### 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	<b>37' Ft.</b>
	Railroad Communication or Signal Lines	<b>18' 9" Ft.</b>

\* Materials shall be as noted in the current revision of Detroit Edison's General Specifications for Overhead Line Construction at Railroad Crossings. 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 <b>Frank E. Wallis</b>	Date <b>12-27-91</b>	Checked By	Date
Company Location <b>Oakland Div. Hydro</b>	Phone No. <b>645-4141</b>		

Distribution: - Original - Service Planning    Yellow Copy - Railroad    Pink Copy - RE & RW

RECORDED RIGHT OF WAY NO. 14066

Please Print

Railroad Name: CHESAPEAKE & OHIO  
 Revision From RX No. (Available From Record Center (Ext. 78498))  
 New RX No. or 2774 B  
 Department Order: C 55286  
 Location: City/Township: APP. 800' N. OF THE VILLAGE OF CLYDE  
 Town: T-3N Range: R-7E County: OAKLAND  
 Spans: 1 - 240'  
 1/4 Section: S.W. 1/4 Section: 3

ACROSS R.R. PROP. APPROX. 765' N. OF MILFORD RD., 2600 WEST OF HARVEY LK. RD AND APP. 2500' E. OF BUCKHORN LK. RD.

This 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  
 Railroad Mile Post (Number): \_\_\_\_\_ State Permit No. Existing: ED 2-8-6323 Date: 12-27-91  
 Distance to Crossing from Mile Post (in feet): \_\_\_\_\_ Ft.

Existing				Proposed									
Type of Structure				Type of Structure									
<input checked="" type="checkbox"/> Wood				<input type="checkbox"/> Steel									
Conductors				Conductors									
Span.	No. Size	Kind	Voltage	Location	Length	Class	Span.	No. Size	Kind	Voltage	Location	Length	Class
A-B	3-3/0	ACSR	24,000	765' N. OF MILFORD RD.	70'	1							
	1-7/0	ACSR	5,000	"									
	3-636	AL	13,000	"									
	1-7/0	ACSR	NEUT.	"									

ENCLOSED RIGHT OF WAY NO. 14066

Summary of Line Changes (continue on separate sheet if necessary)  
EXISTING CROSSING OF 3-3/0 ACSR TO BE RAISED & POLE CONFIGURATIONS CHANGED, DUE TO POLE CHANGEOUT - THE LOWER 13,000 VOLT LINE OF 3-3/0 ACSR IS TO BE CHANGED OUT TO 636 MCM - 40 ACSR NEUT. TO BE RAISED

**Tolerance 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	<u>37' Ft.</u>
	Railroad Communication or Signal Lines	<u>18' 9" Ft.</u>

\* Materials shall be as noted in the current revision of Detroit Edison's General Specifications for Overhead Line Construction at Railroad Crossings. 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: Frank E. Waller Date: 12-27-91 Checked By: \_\_\_\_\_  
 Company Location: Oakland Div. Hydr Phone No.: 645-4141 Date: \_\_\_\_\_

Distribution: - Original - Service Planning Yellow Copy - Railroad Pink Copy - RE & RW



**Detroit  
Edison**

April 30, 1982

To: Records Center

From: Sharon Sounart  
Real Estate and Rights of Way Department

Subject: 430' E. Milford Road 1461' N. of Highland Road,  
Section 22, Highland Township, T3N R7E, Oakland  
County.

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

C+D

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 3	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 27
02	ME17782	1	6	4456	1	031982

Payment Frequency 28	Rental 29	OH-UG 30 Code	Division 35	County 36	City or Township 38	Section 46
A	100	1	4	08	HIGHLAND	22

47 Location	
430' E MILFORD 1461' N HIGHLAND ROAD	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: *R. Dubont*

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

RECORDED RIGHT OF WAY NO. 14066

E. Eugene Gibson  
Director - Insurance  
Casualty Prevention

May 6, 1982

File: 8.155 (137) C&O



100 North Charles Street  
Baltimore, Maryland 21201  
301 237 3536

Telephone Inquiries  
Call: Richard F. Mayer  
301-237-2350

Mr. R. G. DuPont  
Supervisor - Real Estate Services  
The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Re: Highland, Michigan - Wire crossing agreement dated March 19, 1982  
(Agreement No. 18510) covering VS 10477+12 - The Detroit Edison  
Company/The Chesapeake and Ohio Railway Company

Dear Mr. DuPont:

Please arrange to furnish evidence of insurance as outlined in Section 18 of the above captioned agreement.

In your reply please refer to my file number as noted above.

Yours very truly,

A handwritten signature in cursive script that reads "E. Eugene Gibson".

RFM:hsp

cc: Mr. R. W. Drucker: - File 131-2-5499

RECORDED RIGHT OF WAY NO. 14666



The Chesapeake System Railroads, a unit of CSX Corporation, are the Chesapeake and Ohio Railway, Baltimore and Ohio Railroad, Western Maryland Railway and affiliated lines.

# Stewart Smith Mid America, Inc.

125 South Wacker Drive

Chicago, Illinois 60606

Phone (312) 236-7333



## VERIFICATION OF INSURANCE CERTIFICATE NUMBER 68

IN ACCORDANCE WITH AUTHORIZATION GRANTED TO *Stewart Smith Mid America, Inc.*

BY Transport Indemnity; Allianz Underwriters, Inc.;  
Great American Surplus Lines; and Evanston Insurance Company

HEREINAFTER CALLED "UNDERWRITERS"

THIS IS  
TO  
VERIFY  
TO

The Chesapeake and Ohio Railway Company  
P.O. Box 1800  
Huntington, West Virginia 25718

THAT THE UNDERWRITERS HAVE ISSUED TO THE DETROIT EDISON COMPANY  
2000 Second Avenue,  
Detroit, Michigan 48226

POLICY OF INSURANCE NO. UT 3584 FOR THE PERIOD BEGINNING AT 12:01 a.m.  
ON THE 30th DAY OF May 19 81 AND ENDING AT continuous until  
ON THE DAY OF 19 19 STANDARD TIME AT THE PLACE OF ISSUE. cancelled

INSURING SAID ASSURED FOR Public Liability including liability for assumed under  
contract with The Chesapeake and Ohio Railroad Company for Highland,  
Michigan, Wire Crossing Agreement dated March 19, 1982 (agreement  
Number 18510) covering VS 10477+12.

THE LIMITS OF LIABILITY CONTAINED IN SAID POLICY ARE AS FOLLOWS: \$2,000,000 per  
occurrence excess of \$500,000 self-insured retention

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional assured, nor does it modify in any manner the contract of insurance between the Assured and the Underwriters. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Should the above mentioned contract of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we the undersigned, will endeavor to give ten (10) days written notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the Underwriters.

SIGNED AT CHICAGO, ILLINOIS, THIS 21st DAY OF May 19 82

*Stewart Smith Mid America, Inc.*

By *Raymond J. Payne*

RECORDED RIGHT OF WAY NO. 14766

INTERDEPARTMENT CORRESPONDENCE

July 3, 1969

TO RECORDS CENTER:

Attached is fully executed copy of <sup>supplemental</sup> agreement/~~permit~~ from:

The Chesapeake and Ohio Railway Company - Railroad File No. 131-4-10138

Facilities Covered:

One No. 4 ACSR 7620 volt wire and one No. 4 ACSR neutral wire and one 3/16 inch extra heavy strength guy wire (Span A-B)

Specific Location:

Private property at a point 250 feet East of Milford Road and 1510 feet North of Middle Road, approximately 1/2 mile South of the Village of Clyde.

R. R. Valuation Station 10385 + 92 Mile Post 38 feet North of M.P. Sag. 59

City/Village \_\_\_\_\_ Township Highland, SW 1/4 of Section 10

County Oakland Detroit Edison Plan No. RX-2775B

**Supplemental** Agreement/~~Permit~~ Date May 7, 1969 R. R. Plan No. DECO Plan

Preparation Fee None Annual Rental Remains the same at \$55.00.

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. \_\_\_\_\_

This is a Supplemental Agreement and is to be made a part of R/W 14066

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

RECORDS CENTER

RECEIVED JUL 11 1969  
TIME MADE  
CLASSIFIED

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

JVS/bnc  
Enclosures

RECORDED RIGHT OF WAY NO. 14066



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

B. G. NASH  
General Manager

GENERAL MOTORS BLDG.  
DETROIT, MICHIGAN 48202

May 7, 1969

File: 131-4-10138 10/42

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Gentlemen:

This refers to our agreement dated October 2, 1951, amended April 20, 1966 and February 20, 1969 covering three (3) transmission line crossings at Stations 10335 plus 99, 10385 plus 55 and 10403 plus 55, Toledo Subdivision, Saginaw Division, Oakland County, Michigan, and to your recent request to reconstruct the said crossing at Station 10385 plus 92 covered by the aforesaid agreement whereby the new facilities will consist of one (1) #4 ACSR 7620 volt wire, one (1) #4 ACSR neutral wire and one (1) 3/16 inch extra heavy strength guy wire as shown on Drawing RX-2775B, dated May 17, 1951, revised September 22, 1967 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, which is submitted in duplicate, in the space provided below, returning the original to the undersigned.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By [Signature]  
General Manager

The foregoing is hereby acknowledged  
and agreed to this \_\_\_\_\_ day  
of JUN 16 1969, 1969.

THE DETROIT EDISON COMPANY

By [Signature]  
I. W. Gamble  
Supervisor of Rights of Way  
Properties and Rights of Way Dept.

APPROVED  
[Signature]  
SUPERINTENDENT

RECORDED RIGHT OF WAY NO. 14046  
APPROVED AS TO FORM  
CONTRACT ATTORNEY  
A. D. B. CO.

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

June 24, 1969

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** approximately  $\frac{1}{4}$  mile south of the **Village of Clyde** in the SW $\frac{1}{4}$  of Section 10, Highland Township, T-3E, R-7E, Oakland County, Michigan.

**Span A-B**

One #4 ACER - 7620 volt wire and one #4 ACER neutral wire and one 3/16" extra heavy strength guy wire over the track of the Chesapeake and Ohio Railroad located on private property at a point 250' east of Milford Road, 1510' north of Middle Road and 38' north of mile post SAC. 59. (R.R. Val. Sta. 10385+92)

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. **File 131-4-10138 dated 5-7-69**
- 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 2-8-6323** dated **2/28/69**
- This is a new crossing.

Reference number of construction drawing is RX- **2775B**

Yours very truly,

Permit No. **ED2-8-6396**

Date **7-1-69**

By *J. M. Hoppe*

JVS/snc  
Enclosure

*I. W. Gamble*  
I. W. Gamble  
Supervisor of Rights of Way  
Properties and Rights of Way Dept.

Check in circle indicates statement applicable.

14066

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

AREA CODE 313  
TELEPHONE 962-2100

TO:

April 29, 1969

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

Proposed Overhead Wire Crossing:  
One No. 4 ACSR 7620-volt wire and one No. 4 ACSR neutral wire and ~~one~~ two 3/16 inch extra heavy strength guy wire. (Span A-B)

Location: \_\_\_\_\_  
Sub-Division: Toledo \_\_\_\_\_  
Division: Saginaw \_\_\_\_\_  
M.P.C. Hearing Waiver: 2-7-69 \_\_\_\_\_  
The Chesapeake and Ohio Railway Company  
\_\_\_\_\_  
\_\_\_\_\_  
Your File: 3772-B \_\_\_\_\_  
C & O File: 131-4-10138 \_\_\_\_\_

Specific Location Private property at a point 250 feet East of Milford Road and 1510 feet North of Middle Road, approximately 1/2 mile South of the Village of Clyde.

R. R. Valuation Station 10385+92 R. R. Mile Post 38' North of M.P. SAG. 59  
City/Village \_\_\_\_\_ Township Highland, SW 1/4 of Section 10  
County Oakland Detroit Edison Plan Attached RX-2775B

This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing X  
Previous Agreement Information (if any) Date March 5, 1956 (R. R. Plan) A-551228 dated 12-28-55  
Supplemented February 20, 1969. R.R. File No. 131-4-10138

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  
Properties and Rights of Way Dept.

140665

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

AREA CODE 313  
TELEPHONE 962-2100

TO:

April 29, 1969

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

Proposed Overhead Wire Crossing:  
One No. 4 ACSR 7620-volt wire and one No. 4 ACSR neutral wire and one 3/16 inch extra heavy strength guy wire. (Span A-B)

Specific Location Private property at a point 250 feet East of Milford Road and 1510 feet North of Middle Road, approximately 1/2 mile South of the Village of Clyde.

R. R. Valuation Station 10385+92 R. R. Mile Post 38' North of M.P. SAG. 59

City/Village \_\_\_\_\_ Township Highland, SW 1/4 of Section 10

County Oakland Detroit Edison Plan Attached RX-2775B

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

Previous Agreement Information (if any) Date March 5, 1956 (R. R. Plan) A-551228 dated 12-28-55  
Supplemented February 20, 1969. R.R. File No. 131-4-10138

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  
Properties and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 14066



INTERDEPARTMENT CORRESPONDENCE

March 26, 1969

TO RECORDS CENTER:

supplemental letter

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

The Chesapeake and Ohio Railway Company R.R. File No. 131-4-10138 ID/44

Facilities Covered: **One #4 ACSR 7620 volt wire and one #4 ACSR neutral wire (Span A-B).**

Specific Location: **In private property at a point 250 feet east of Milford Road and 1510 feet north of Middle Road, approximately 1/2 mile south of the Village of Clyde.**

GEN'L ACCTG DEPT.  
ENTERED - CANCELLED  
CONTRACT BOOK NO.  
DATE 5-20-69  
BY caj  
CHECKED BY K

R. R. Valuation Station 10385+92 Mile Post \_\_\_\_\_

City/Village \_\_\_\_\_ Township Highland (SW 1/4 Sec. 10)

County Oakland Detroit Edison Plan No. RX-2775A

**Supplemental Letter**

Agreement/~~Permit~~ Date February 20, 1969 R. R. Plan No. Used DECo Plan

Preparation Fee None Annual Rental Remains the Same at \$55.00

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. \_\_\_\_\_

This is a Supplemental Agreement and is to be made a part of R/W 14066, Part A

Attached Grand Trunk Western Railroad Permit No. \_\_\_\_\_ to be made a part

REFERRED TO R/W No. 9064.

RECORDS CENTER

RECEIVED APR 16 1969

TICKLER MADE

CLASSIFIED

HLB 8-3 4-22-69

BK

JVS/dal

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

RECORDED RIGHT OF WAY NO. 14066



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

B. G. NASH  
General Manager

GENERAL MOTORS BLDG.  
DETROIT, MICHIGAN 48202

February 20, 1969

File: 131-4-10138 10/44

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Gentlemen:

This refers to our agreement dated October 2, 1951, amended April 20, 1966 covering three (3) transmission line crossings at Stations 10335 plus 99, 10383 plus 80 and 10403 plus 55, Toledo Subdivision, Saginaw Division, Oakland County, Michigan, and to your recent request to reconstruct and relocate the said crossing at Stations 10383 plus 80 covered by the aforesaid agreement to Station 10385 plus 92 whereby the new facilities will consist of one (1) #4 ACSR 7620 volt wire and one (1) #4 ACSR neutral wire as shown on Drawing RX-2775A, dated May 17, 1951, revised January 20, 1969 attached hereto and made a part hereof.

This will constitute Railway's consent and approval of the said reconstruction and relocation 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, which is submitted in duplicate, in the space provided below, returning the original to the undersigned.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By B. G. Nash  
General Manager

The foregoing is hereby acknowledged  
and agreed to this \_\_\_\_\_ day  
of MAR 24 1969, 1969

THE DETROIT EDISON COMPANY

By Ivan W. Gamble  
IVAN W. GAMBLE

RECORDED RIGHT OF WAY NO. 14046 APPROVED AS TO FORM

CONTRACT ATTORNEY  
G. & O. RY. CO.

INTERDEPARTMENT CORRESPONDENCE

May 5, 1966

TO RECORDS CENTER:

Attached is fully executed copy of agreement/~~permit~~ <sup>supplemental letter</sup> from:

The Chesapeake and Ohio Railway Company

Facilities Covered: Three #000 ACSR - 40,000 volt wires, 3 #0 ACSR - 13,200 volt wires and one #0 ACSR neutral wire. Span A-B

Specific Location: On railroad property approximately 765 feet North of Milford Road and 2600 feet West of Harvey Lake Road and 2500 feet East of Buckhorn Lake Road.

R. R. Valuation Station 10335 plus 99 Mile Post \_\_\_\_\_

City/Village \_\_\_\_\_ Township Highland, SW 1/4 Sec. 3

County Oakland Detroit Edison Plan No. RX-2774A

**Supplemental Letter**  
Agreement/~~Permit~~ Date April 20, 1966 R. R. Plan No. Used DECo. Plan

Preparation Fee - Annual Rental same

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. \_\_\_\_\_

This is a Supplemental Agreement and is to be made a part of R/W 14066

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

REFERRED TO  
MAY 19 1966  
DE FORM PD 189 2-64 C5

RECORDS CENTER  
RECEIVED MAY 10 1966  
TICKETS MADE  
*I. W. Gamble*  
I. W. Gamble, Supervisor of Rights of Way  
Properties and Rights of Way Department

RECORDED RIGHT OF WAY NO. 14066



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

B. G. NASH  
General Manager

GENERAL MOTORS BLDG.  
DETROIT, MICHIGAN 48202

April 20, 1966 JF/23

File: 131-4-N-8290

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

I. W. GAMBLE  
*I.W.G.*  
MAY 2 1966  
*W. W. S.*  
PROP. & R/W DEPT.

Gentlemen:

This refers to our agreement dated October 2, 1951, covering three (3) transmission lines crossing at Stations 10335 plus 99, 10383 plus 80 and 10403 plus 55, Toledo Subdivision, Saginaw Division, Oakland County, Michigan, and to your recent request to reconstruct the said crossing located at Station 10335 plus 99 covered by the aforesaid agreement as shown on the attached Plan RX-2774A dated 5-17-61 last revised 3-18-66, attached hereto and made a part hereof.

This will constitute Railroad's consent and approval of the said reconstruction with the understanding that it shall be deemed to be included in the premises and facilities covered by the aforesaid agreement, dated October 2, 1951, as fully though it 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, which is submitted in duplicate, in the space provided below, returning the ribbon original to the undersigned.

Yours very truly,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *[Signature]*  
General Manager

The foregoing is hereby acknowledged  
and agreed to this 5th day of  
May, 1966.

THE DETROIT EDISON COMPANY

By *[Signature]*  
Director  
Properties and Right of Way Dept.

RECORDED RIGHT OF WAY NO. 17066

INTERDEPARTMENT CORRESPONDENCE

March 26, 1969

TO RECORDS CENTER:

supplemental letter

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

The Chesapeake and Ohio Railway Company Railroad File No. 131-4-10137 ID/40

Facilities Covered: **One #6 TBWP 7620 volt wire and one #6 neutral wire (Span B-C).**

Specific Location: **In private property at a point approximately 275 feet east of the center line of Milford Road and 440 feet south of the center line of Middle Road, approximately 2 miles north of the Village of Highland.**

R. R. Valuation Station 10403+55 Mile Post \_\_\_\_\_

City/Village \_\_\_\_\_ Township Highland (NW 1/4 Sec. 15)

County Oakland Detroit Edison Plan No. RX-1049C

**Supplemental Letter**

Agreement/~~Permit~~-Date February 21, 1969 R. R. Plan No. Used DECo Plan

Preparation Fee None Annual Rental Remains the Same at \$55.00

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. \_\_\_\_\_

This is a Supplemental Agreement and is to be made a part of R/W 14066, Part A

HLD 13, 13-2

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

RECORDS CENTER  
RECEIVED APR 16 1969  
TICKLER MADE  
CLASSIFIED

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

JVS/dal

RECORDED RIGHT OF WAY NO. 14066



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

B. G. NASH  
General Manager

Huntington, West Virginia  
February 21, 1969

GENERAL MOTORS BLDG.  
DETROIT, MICHIGAN 48202

File: 131-4-10137 ID/40

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Gentlemen:

This refers to our agreement dated October 2, 1951, amended April 20, 1966 and February 20, 1969, covering three (3) transmission line crossings at Stations 10335 plus 99, 10385 plus 92 and 10403 plus 55, Toledo Sub-division, Saginaw Division, Oakland County, Michigan, and to your recent request to reconstruct the said crossing at Station 10403 plus 55 covered by the aforesaid agreement, whereby the new facilities will consist of one (1) #6 TBWP 7620 volt wire and one (1) #6 neutral wire as shown on Drawing RX-1049C, dated May 21, 1951, revised January 20, 1969, 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 in full force and effect.

Please sign this letter, which is submitted in duplicate, in the space provided below, returning the original to the undersigned.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *B. G. Nash*  
General Manager

APPROVED AS TO FORM  
CONTRACT ATTORNEY  
C. A. RY. CO.

The foregoing is hereby acknowledged and agreed to this day of MAR 24 1969, 1969.

THE DETROIT EDISON COMPANY

By *Ivan W. Gamble*  
IVAN W. GAMBLE

APPROVED

*M. W. K.*  
SUPERINTENDENT

RECORDED RIGHT OF WAY NO. 14206

APPROVED AS TO FORM

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

February 26, 1969

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 approximately 2 miles north of the Village of Highland in the NW¼ of Section 13, Highland Township, T-30N, R-7E, Oakland County, Michigan.**

**Span B-C**

**One #6 THWP - 7620 volt wires and one #6 neutral wire over the tracks of the Chesapeake and Ohio Railroad located on private property at a point approximately 375' east of the centerline of Milford Road and 440' south of the centerline of Middle Road. (R.R. Valuation Station 10403+55)**

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. (2-6-69)
- 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 2-8-2854** dated **9-6-51**
- This is a new crossing.

Reference number of construction drawing is **RX- 1049 C**

**R.R. File: 131-4-10137**

Yours very truly,

Permit No. ED2-E-6321

Date 2-28-69

By J. M. Hoppe

*I. W. Gamble*

**I. W. Gamble  
Supervisor of Rights of Way  
Properties and Rights of Way Dept.**

Check in circle indicates statement applicable.

RECORDED RIGHT OF WAY NO. 14066

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

AREA CODE 313  
TELEPHONE 962-2100

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

January 29, 1969

Proposed Overhead Wire Crossing: **One #6 TWTP - 7620 volt wires and one #6 neutral wire (Span B-C).**

Station: 10403 plus 55

Location: \_\_\_\_\_

Sub-Division: Toledo

Division: Saginaw

M.P.S.C. Hearing Waived 2-6-69

The Chesapeake and Ohio Railway Company

*R. C. Tench*  
Chief Engineer-System

Your File 1049-C

C. & O. File 1314-10137

Specific Location **In private property at a point approximately 275 feet east of the center line of Milford Road and 440 feet south of the center line of Middle Road, approximately 2 miles north of the Village of Highland.**

R. R. Valuation Station 10403+55 R. R. Mile Post \_\_\_\_\_

City/Village \_\_\_\_\_ Township Highland (NW 1/4 Sec. 15)

County Oakland Detroit Edison Plan Attached RX-1049C

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

Previous Agreement Information (if any) Date 10-2-51 (R. R. Plan) A-5-E-T-58-2A (7-5-51)

**Previous Waiver of Hearing File: WC - Clyde (8-30-51)**

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  
Properties and Rights of Way Department

JVS/dal

DE FORM PD 187 8-55 CS

RECORDED FROM OF 927 NO. 1-26-69



# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

TO: Mr. R. C. Tensch, Chief Engineer - System January 29, 1969  
Engineering Department  
The Chesapeake and Ohio Railway Company  
C&O Building, 405 Eleventh Avenue  
P.O. Box 1800  
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing: **One #6 TWMP - 7620 volt wires and one #6 neutral wire (span B-C).**

Specific Location **In private property at a point approximately 275 feet east of the center line of Milford Road and 440 feet south of the center line of Middle Road, approximately 2 miles north of the Village of Highland.**

RECORDED RIGHT OF WAY NO. 10403-55

R. R. Valuation Station 10403-55 R. R. Mile Post \_\_\_\_\_

City/Village \_\_\_\_\_ Township Highland (NW 1/4 Sec. 15)

County Oakland Detroit Edison Plan Attached KX-1049C

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

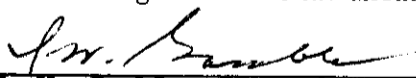
Previous Agreement Information (if any) Date 10-2-51 (R. R. Plan) A-5-E-T-58-2A (7-5-51)

**Previous Waiver of Hearing File: WC - Clyde (8-30-51)**

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.

JVS/dal

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

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

January 6, 1967

MICHIGAN PUBLIC SERVICE COMM.	
PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. _____	R & S _____
JAN 9 1967	
Adm. _____	_____
File _____	_____

Permit No. ED 2-8-5793

Michigan Public Service Commission  
Lansing 13, Michigan

Gentlemen:

I, Doyle Hampton  
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the  
wire crossing, covered by Wire Crossing Permit No. ED 2-8-5793  
issued 4-21-66, 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,

*Doyle Hampton*

RX No. 2774A  
Location Oakland County  
Highland Township  
Railroad Chesapeake and Ohio Railroad  
File: 131-4-N-8290

Subscribed and sworn to before me this  
6th day of January, 19 67.  
Lyman G. Hedden  
Notary Public, Oakland  
County, Michigan.  
My Commission expires 9-19-70

14066

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
 DETROIT 26, MICHIGAN

April 18, 1966

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** approximately 600' north of the Village of Clyde, SW 1/4 of Section 3, Highland Township, T-3N, R-7E, Oakland County, Michigan.

Span A-B

Three #000 ACER - 40,000 volt wires, 3 #0 ACER - 13,200 volt wires, and one #0 ACER neutral wire over the tracks of the **C&O RR** located on railroad property approximately 765' north of **Milford Road** and 2600' west of **Harvey Lake Road** and 2500' E of **Buckhorn Lake Road**.

MICHIGAN PUBLIC SERVICE COMM.	
PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. _____	R & S _____
APR 20 1966	
Adm. _____	_____
File _____	_____

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-2-8-2856** dated **9-6-51**.
- This is a new crossing.

Reference number of construction drawing is **RX-2774A**.

Waiver dated **4-14-66** attached  
 Railroad File: **131-4-8-8290**

Permit No. ED2-8-5793

Date 4-21-66

By F. M. Hoppe

Yours very truly,

*I. W. Gamble*

**I. W. Gamble**  
 Supervisor of Rights of Way  
 Properties and Rights of Way Dept.

Check in circle indicates statement applicable.

14066



THE CHESAPEAKE AND OHIO RAILWAY COMPANY  
 SIGNAL AND COMMUNICATIONS DEPARTMENT  
 HUNTINGTON, W. VA. 25701

T. L. CARLSON  
 Gen. Supt.-Sigs. & Comms.  
 E. A. BURGIN  
 Supt. of Sigs.  
 P. A. FLANAGAN  
 Supt. of Comms.

April 14, 1966 JF/21  
 File: 131-4-N-8290

The Detroit Edison Company  
 2000 Second Avenue  
 Detroit, Michigan 48226

Attention Mr. I. W. Gamble

Gentlemen:

Reference is made to your letter dated March 24, 1966, Plan RX-2774A, requesting a waiver of hearing before the Michigan Public Service Commission to permit reconstruction of an aerial power line crossing over our tracks and right of way at Station 10335 plus 99 of the Toledo Subdivision, at a point approximately 765 feet north of Milford Road and 2600 feet west of Harvey Lake Road and 2500 feet east of Buckhorn Lake Road in Section 3, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan.

The crossing will consist of three (3) #000 ACSR 40,000 volt wires, three (3) #0 ACSR 13,200 volt wires and one (1) #0 ACSR neutral wire (Span A-B), 31.3 feet above top of rails.

The Chesapeake and Ohio Railway Company hereby waives hearing before the Michigan Public Service Commission for permission to construct the above wire line crossing, with the provision that construction shall conform to the specifications of the Michigan Public Service Commission for such wire line crossings.

Very truly yours,

T. L. Carlson  
 General Superintendent  
 Signals and Communications

... GAMBLE

APR 18 1966

14. W. S.  
 SIGNALS & COMM. DEPT.

14066

# THE DETROIT EDISON COMPANY

AREA CODE 313  
TELEPHONE 962-2100

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

TO:

March 24, 1966

Mr. T. L. Carlson, General Superintendent  
The Chesapeake and Ohio Railway Company  
Signals and Communications Department  
C & O Building, 405 Eleventh Avenue  
Huntington, West Virginia 25701

Proposed Overhead Wire Crossing:

Three #000 ACSE - 40,000 volt wires, 3 #0 ACSE -  
13,200 volt wires, and one #0 ACSE neutral wire.  
**SEMA-2**

Specific Location

On Railroad property approximately 765 feet North of Milford Road and  
2600 feet West of Harvey Lake Road and 2500 feet East of Bushhorn Lake  
Road.

RECORDED INDEX OF WAA 100 14066

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post \_\_\_\_\_

City/Village \_\_\_\_\_ Township Highland, 2nd 1/4 Section 3

County Oakland Detroit Edison Plan Attached RI-2774A

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

Previous Agreement Information (if any) Date 10-3-61 (R. R. Plan) \_\_\_\_\_

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested In Duplicates  
(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 10005  
I. W. Gamble, Supervisor of Rights of Way  
Properties and Rights of Way Department

# THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Rights-of-Way Department

October 5, 1951

*WR*  
*10-8-51*

Mr. A. S. Albright, Treasurer  
1010 General Offices

Attached, for the General Files, is a fully executed copy of the agreement covering the installation of our poles, anchors and wires on property of The Chesapeake and Ohio Railway Company. The property is in Sections 3 and 15 of Highland Township, Oakland County, Michigan. The line is shown on our sketch D-13168-R - Village of Highland and Village of Clyde; Plan RK-2775 - crossing East of Milford Road, Highland Township; Plan RK-2774 - crossing North of Milford Road, Highland Township, and Plan RK-1049B - crossing East of Milford Road and South of Middle Road, Highland Township, Oakland County, Michigan.

The agreement, dated October 2, 1951, calls for an initial preparation fee of \$25.00; the sum of \$20.00 rental for period ending December 31, 1951, and the sum of \$55.00 per annum beginning January 1, 1952 and to be continued as long as this agreement is in force.

*R. N. Lyboga*  
Right-of-Way Agent

RHT-JB

GEN'L ACCTG DEPT.
ENTERED - CANCELLED
CONTRACT BOOK NO. <i>4</i>
DATE <i>10-15-51</i>
BY <i>BT</i>
CHECKED BY <i>[Signature]</i>

REFERRED TO

GENERAL FILES
RECEIVED OCT 12 1951
CLASSIFICATION

RIGHT OF WAY FILE NO. *17066*  
*[Data]*

THIS AGREEMENT made this 2nd day of October, A. D. 1951, 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.

WITNESSETH:

WHEREAS, Second Party desires to construct and thereafter maintain three transmission lines over and across First Party's Pere Marquette District, Saginaw Division, right of way and tracks at Station 10335 plus 99 in Section 3, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, at Station 10383 plus 80 in Section 10, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, and at Station 10403 plus 55 in Section 15, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan, and two longitudinal occupancies on and along First Party's right of way from Station 10344 plus 95.4 to Station 10355 plus 35, between Milford Road and Railroad Street, at Clyde, Michigan, and from Station 10665 plus 60 to Station 10666 plus 80, which locations are shown in solid red lines on First Party's prints hereto attached and made a part hereof, and has requested First Party to grant it the right so to do, and

WHEREAS, First Party is willing to grant such right, license, and permission to Second Party, insofar as it may lawfully do so, upon the following terms and conditions, and subject to the following limitations, and not otherwise:

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

1. Second Party shall construct said transmission lines 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 transmission line located at Station 10335 plus 99, which will extend upon and across First Party's right of way a distance of 100.5 feet in the location shown on First Party's Print A-5-A-T-58-1A dated 7-23-51, attached hereto and made a part hereof, will consist of three (3) No. 000 ACSR wires carrying 40,000 volts and three (3) No. 0 ACSR wires carrying 4,800 volts. Said transmission line shall be maintained at a clearance of not less than 35.3 feet above the top of rails of First Party's tracks and not less than 16 feet above the highest communication wire. No poles shall be located on First Party's right of way in connection with said transmission line. Said transmission line will be constructed in accordance with Second Party's Plan RX 2774, incorporated herein by reference.

There will be a longitudinal occupancy of First Party's right of way from Station 10344 plus 95.4 to Station 10355 plus 35, plus or minus; and between Milford Road and Railroad Street at Clyde, Michigan, as shown in solid red line on First Party's Print A-5-A-T-58-2A, dated 7-23-51, attached hereto and made a part hereof. Said transmission line will consist of three (3) No. 000 ACSR wires carrying 40,000 volts and three (3) No. 0 ACSR wires carrying 4,800 volts, and will be constructed in accordance with Second Party's Plan RX 2744, incorporated herein by reference. There will be six (6) poles and two (2) guy wires supporting said transmission line located on First Party's right of way, one wire extending 30 feet and the other 20 feet upon First Party's right of way.

Said transmission line located at Station 10383 plus 80, which will extend a distance of 100 feet upon and across First Party's right of way in

4LD-18-4 ✓  
MAY 2-4 ✓  
NOV 2 ✓  
DEC 2 ✓  
JAN 2 ✓  
FEB 2 ✓

RIGHT OF WAY FILE NO. 14066  
(Part A)

the location shown in solid red line on First Party's Print A-5-E-T-58-2A, dated 7-23-51, attached hereto and made a part hereof, will consist of two (2) No. 4 ACSR wires carrying 4,800 volts. Said transmission line shall be maintained at a clearance of not less than 34.5 feet above the top of rails of First Party's tracks and not less than 17 feet above the highest communication wire on First Party's right of way.

Said transmission line located at Station 10403 plus 55, which will extend upon and across First Party's right of way a distance of 100 feet, will consist of three (3) No. 6 wires carrying 4,800 volts. The crossing shall be maintained at a clearance of not less than 32.3 feet above the top of rails of First Party's track and not less than 15.1 feet above the highest communication wire on First Party's right of way. One pole will be located on First Party's right of way, all as shown on First Party's Print A-5-E-T-58-2A, dated 7-23-51, attached hereto and made a part hereof. Said transmission line will be constructed in accordance with Second Party's Plans RX 2775 and RX 1049B, incorporated herein by reference.

One pole will be located on First Party's right of way at Station 10491 plus 17 with guy wires, which will extend a distance of 20 feet thereon, all as shown in red on First Party's Print A-5-A-T 60, dated 7-23-51, attached hereto and made a part hereof.

There will be a longitudinal occupancy of First Party's right of way from Station 10665 plus 60 to 10666 plus 80 approximately 120 feet in length over First Party's abandoned gravel pit right of way, as shown in solid red line on First Party's Print A-5A-T64, dated 7-23-51, and Second Party's Plan D-13168-R, incorporated herein by reference.

2. Second Party shall obtain permission and authority from the Michigan Public Service Commission for the construction, operation, and maintenance of the transmission lines as aforesaid, and shall at all times observe all requirements of public authority governing or respecting the same. Second Party shall construct said transmission lines 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 plans aforesaid.

3. If the operation or maintenance of Second Party's said transmission lines should at any time cause inductive or physical interference with the telegraph, telephone, or signal circuits, wires, appurtenances, or facilities of First Party or The Western Union Telegraph Company or other telegraph, telephone, or power company now or hereafter located longitudinally upon and along said right of way of First Party, Second Party hereby agrees to make, immediately, at its own risk, cost, and expense, such changes in its own lines, or furnish and install protective devices to First Party, The Western Union Telegraph Company, or other telegraph, telephone, or power company, as shall be necessary in the judgment of First Party to eliminate such interferences.

4. Second Party shall at all times hereafter assume all liability, if any, for loss, damage, or injury to persons or property, including the property of First Party, Second Party, and of third parties, and injury to all persons, whether or not they are employees of the parties hereto or are third parties, caused either in whole or in part by, or arising out of, or resulting in any manner from, the construction, installation, maintenance, existence, use, repair, renewal, or removal of the transmission lines, poles, and guy wires covered by this agreement, whether caused by the engines, cars, or trains of First Party, or otherwise, and Second Party will protect, indemnify, and save harmless First Party, its lessees, successors, and assigns, from and against such liability.

RIGHT OF WAY FILE NO. 14066

(Part 2)



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 Twenty and no/100 Dollars (\$20.00) on the execution of this agreement to cover the period from the date hereof to December 31, 1951, and thereafter, commencing January 1, 1952, the sum of Fifty-five and no/100 Dollars (\$55.00) 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 transmission lines, poles, and guy wires from the right of way of First Party and to restore and leave said right of way in as good condition as before the installation of said transmission lines, poles, and guy wires. 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 may perform the work of removal and restoration at the expense of Second Party. Second Party shall repay to First Party all such 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 lessees, successors, and assigns of the parties hereto, but any assignment by Second Party of this agreement, or of any rights thereunder, shall be void unless made with the 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 *J. M. [Signature]*  
Its Vice President and General Manager

THE DETROIT EDISON COMPANY

By *Richard H. [Signature]*  
Its Right-of-Way Agent

*ESH  
WAW*

RIGHT OF WAY FILE NO.

14066

*(Part c)*

4-1-7-38  
1938  
1938

EDISON COMPANY 7-23-51  
AGREEMENT WITH THE  
THE CHESTER AND OHIO RAILWAY CO.  
FOR THE INSTALLATION OF  
FENCES ALONG THE RAILWAY  
AND THE INSTALLATION OF  
AGREEMENT WITH THE



STA 10665+60 TO 10666+80  
15000 PLY 4000 FEET  
10000 PLY 4000 FEET  
10000 PLY 4000 FEET

NEAR THE LINE BETWEEN SECTIONS 10665  
AND 10666

MIL-3-4  
MIL-3-4  
MIL-3-4

THE CHESEBROUGH AND KALWAT COMPANY

PLANT ENGINEER'S SIGNATURE

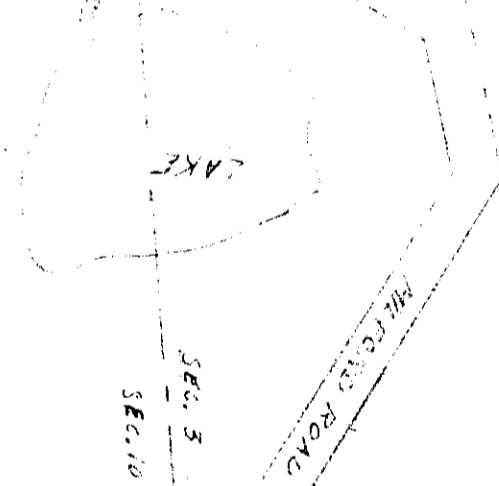
AGREEMENT WITH THE DETROIT

EDISON COMPANY 7-28-51

NE-W-10

HLD-3

W. 14-10

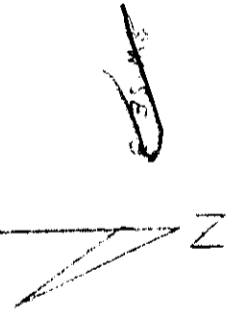


SEC. 3  
SEC. 10

HIGHLAND TOWNSHIP  
TOWN RTE  
CARROLL COUNTY

STA. 10+65.99 DIST. TO CENTER  
RIGHT SIDE FILE TO T.M. AND  
LEFT SIDE FILE TO WINDS  
3 - 100' ASK 40,000 VOLTS  
3 - 10' ASK 4800 VOLTS  
FILE RX 2774

SW 1/4  
SEC. 3



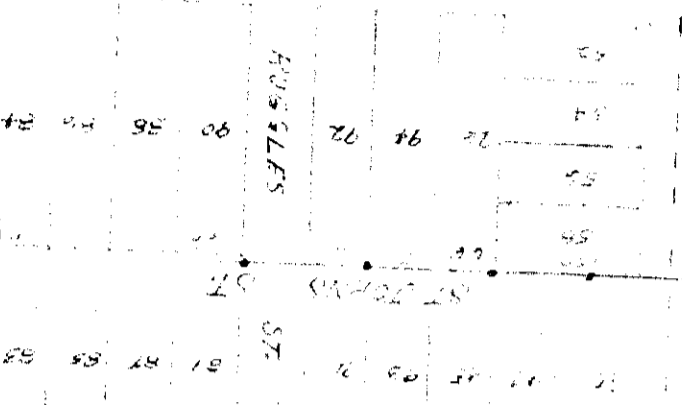


RIGHT OF WAY FILE NO. 140668

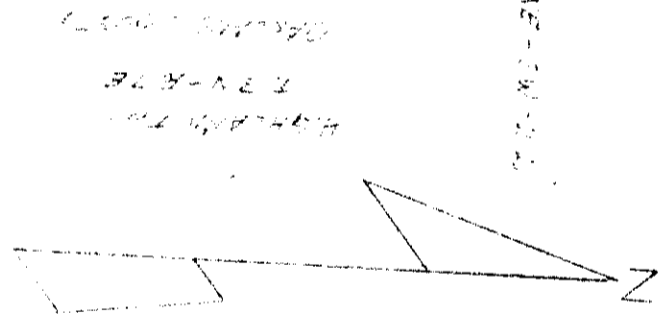
4-54-744

EDISON COMPANY  
AGREEMENT WITH THE DETROIT

THE CHESAPEAKE-CHICAGO RAILROAD COMPANY  
GENERAL MANAGER DIST.  
CHESAPEAKE-CHICAGO RAILROAD COMPANY



2-1 N 60' 80' WIRE  
20' ON OLD PROPERTY  
STATIONING STA. 10401+17



11' 2" IN LINE SEC. 2

HIGHWAY ROAD

H20-18-4

SE-341-22

SE-341-22

110 22  
NW 1/4, NE 1/4

## Detroit Edison



### ENERGY DELIVERY

Project No.: BO9478  
Project No.: BOA9900460  
RFW No.: 233332  
R/W No.: RX1049D

Date: November 9, 1999  
To: Phillip Martin  
Records Center, 2310 WCB  
From: Tom Wilson, SR/WA *TW*  
Redford Service Center  
Subject: Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated October 6, 1999, to the CSX Transportation Company to reconstruct the above mentioned crossing in the NW ¼ of Section 15, Highland Township, Oakland County, Michigan.

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

Please incorporate these papers into Railroad Recorded ROW Record Center File R14066.

Attachments

cc: Ron Gray (New Hudson SC)

---



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

## CORPORATE REAL ESTATE SERVICES

October 6, 1999

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

Re: 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 ¼ of Section 15, Highland Township, Oakland County, Michigan, as described on the enclosed drawings and information forms.

1. Location: 275 feet E of Milford Road, 440 feet south of Middle Road.
2. Detroit Edison Project and Crossing Nos.: BOA9900460, RX1049D
3. This is a reconstruction of a crossing (Reference Previous CSX Permit L04395/Date: October 2, 1951. Information on this crossing is retained in Edison ROW File No. R14066.
4. Please indicate your:
  - R.R. Valuation Station No. 10A03+55
  - R.R. Mile Post No. CC 59.33
  - Will a Flagman or Inspection be required? A FLAGMAN WILL BE NECESSARY IF DURING THE INSTALLATION OF THE POWER LINES, THE LINES WILL BE AT LESS THAN STANDARD OVERHEAD CLEARANCE.

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

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

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

Sincerely,

Thomas Wilson, SR/WA  
Real Estate Associate II  
Room 2310 WCB

cc: Ron Gray (New Hudson SC)  
Attachments

Tom Tippy  
11/8/99





PROPOSED LINE CROSSING OVER THE CHESAPEAKE & OHIO R.R. EXISTING PERMIT NUMBER E02-B-2854  
 IN P.L. PROP. 275'E OF MILFORD RD. 440 S. OF MIDDLE RD. CITY OF HIGHLAND  
 SECTION 15 N.W. 1/4 TOWNSHIP HIGHLAND 13 T. 2N R. 7E COUNTY OAKLAND  
 RX 10492D

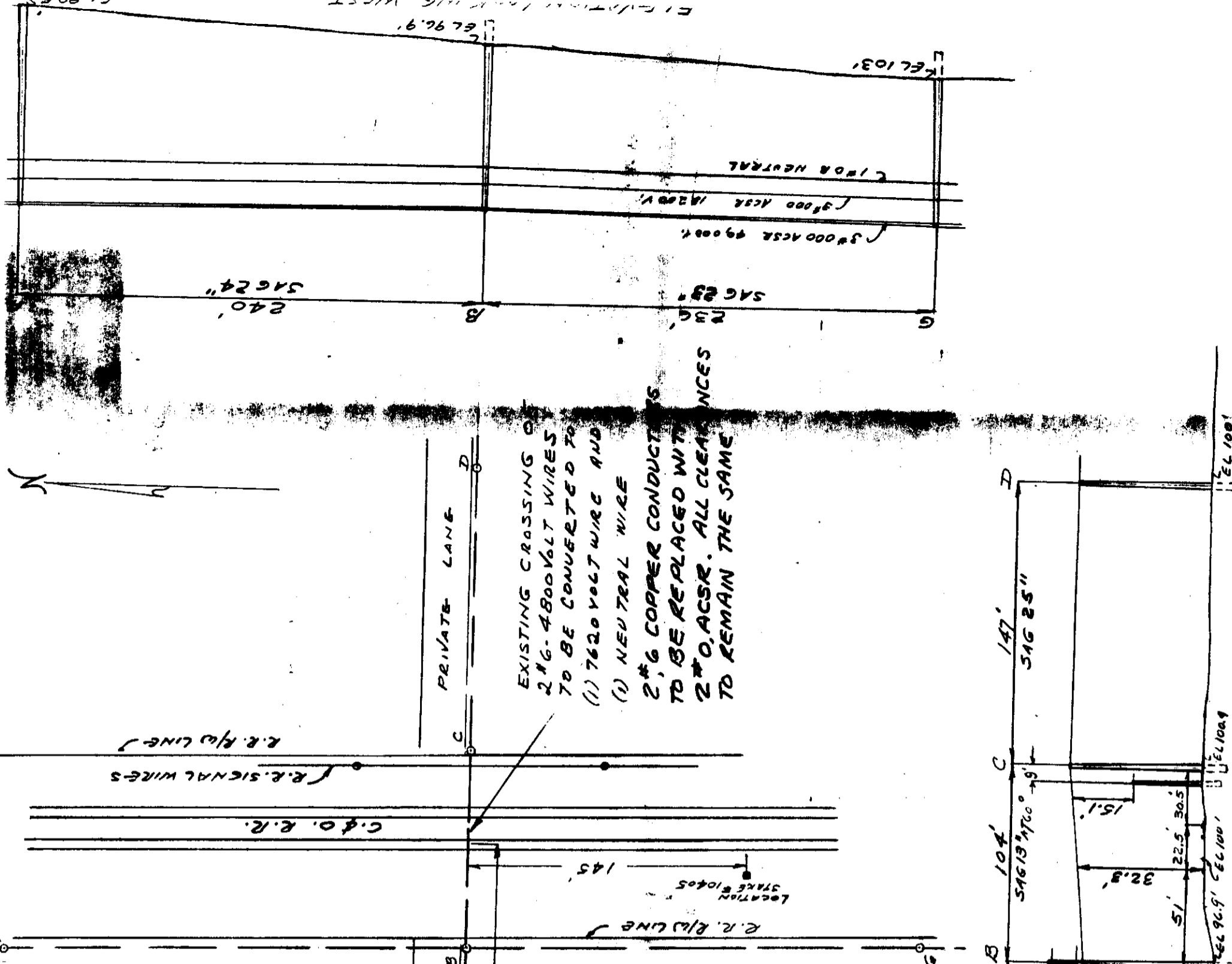
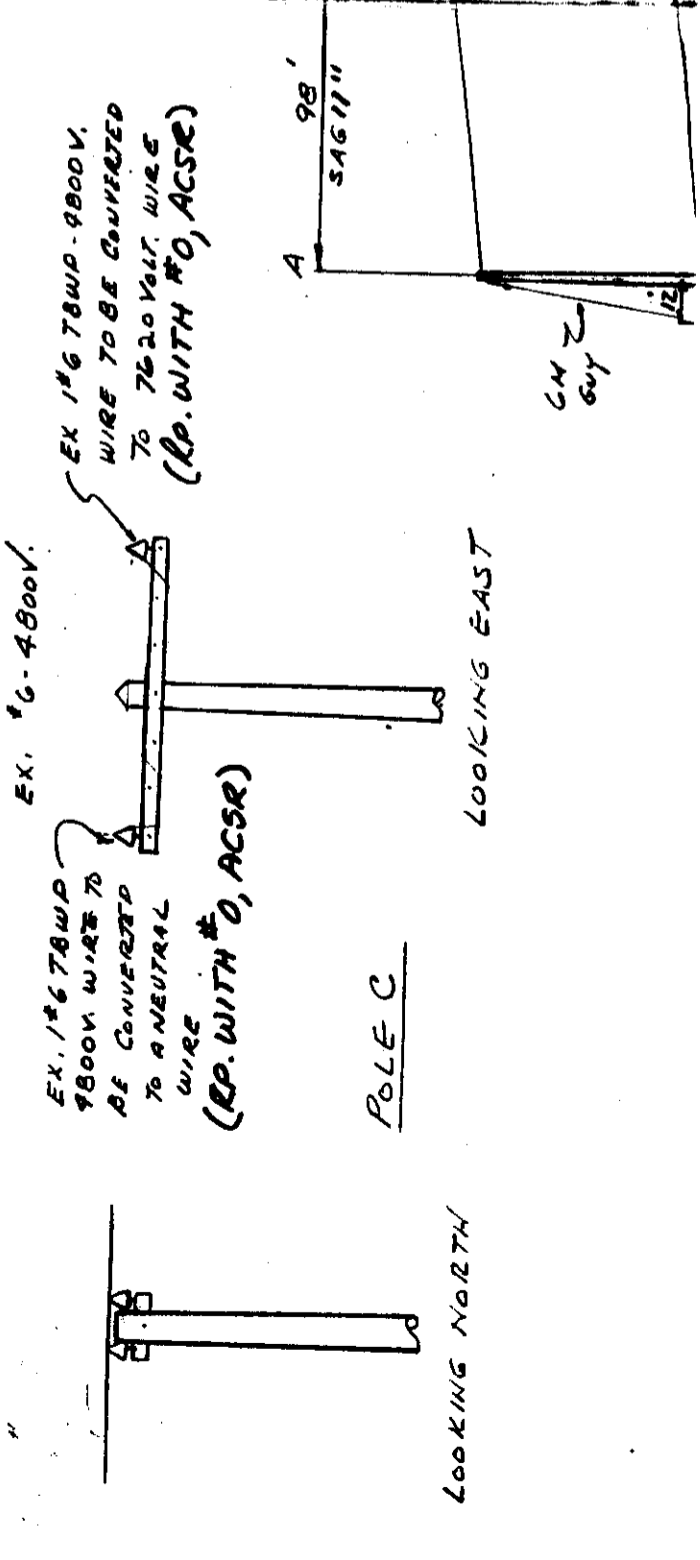
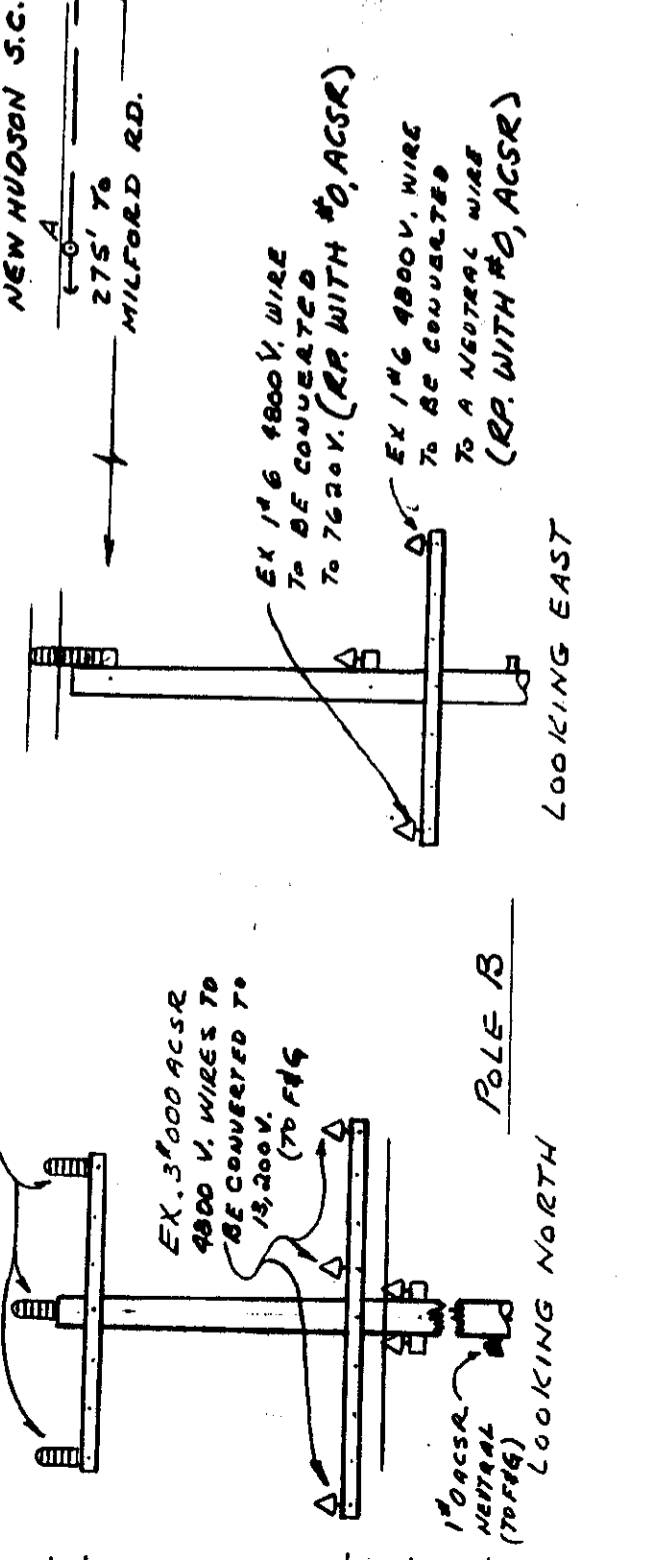
**NOTES**  
 MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.  
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1879 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

CONDUCTORS			POLES				
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
SPAN B-C							
1	#6	78W/P	7620	A	40'	1	W. CEDAR
1	#6	78W/P	NEUTRAL	B	50'	2	" "
1	#0	ACSR	"	C	40'	3	" "
1	#0	ACSR	"	D	40'	5	S. PINE
1	#0	ACSR	"	E	40'	6	" "
				F	60'	2	W. CEDAR
				G	45'	5	" "

**MINIMUM CLEARANCES**

NEAREST POLE TO RAIL	7 FT.
MAIN LINE	12 FT.
WIRES OVER TRACKS	27 FT.
	28 FT.
	30 FT.
WIRES OVER R. R. SIGNAL	2 FT.
	4 FT.
	6 FT.

EX. 3#000 ACSR 40,000 V. WIRES (TO F46)  
 EX. 1#6 78W/P 9800V. WIRE TO BE CONVERTED TO A NEUTRAL WIRE (RP. WITH #0, ACSR)  
 EX. 1#6 78W/P 9800V. WIRE TO BE CONVERTED TO 7620 VOLT WIRE (RP. WITH #0, ACSR)  
 EX. 1#6 78W/P 9800V. WIRE TO BE CONVERTED TO 7620 VOLT WIRE (RP. WITH #0, ACSR)  
 EX. 1#6 78W/P 9800V. WIRE TO BE CONVERTED TO 7620 VOLT WIRE (RP. WITH #0, ACSR)



67 88 9

MILFORD TOWNSHIP

T. 2 N. R. 1 E.

OAKLAND COUNTY



N 1/2 SEC. LINE BET'N SECTIONS 2 & 3

MIL-3-4

STA. 10665+60 TO 10666+80  
3# 000 ACSR 30000 VOLTS  
2# 0 ACSR 4800 VOLTS  
DWG. No. D-1316E-R

SE-3E-3

202

TO TOLEDO

SUMMIT

THE CHESAPEAKE & OHIO RAILWAY CO.	
PERE MARQUETTE DIST.	
OFFICE OF DIVISION ENGINEER SAG, MICH.	
3/4 MI. NORTH OF MILFORD	
AGREEMENT WITH THE DETROIT EDISON COMPANY 7-23-51	
BASINAW	DIVISION
SCALE: 1" = 200'	A-5A-T 69
DATE: 7-5-51	
DRAWN: R.G.M.	

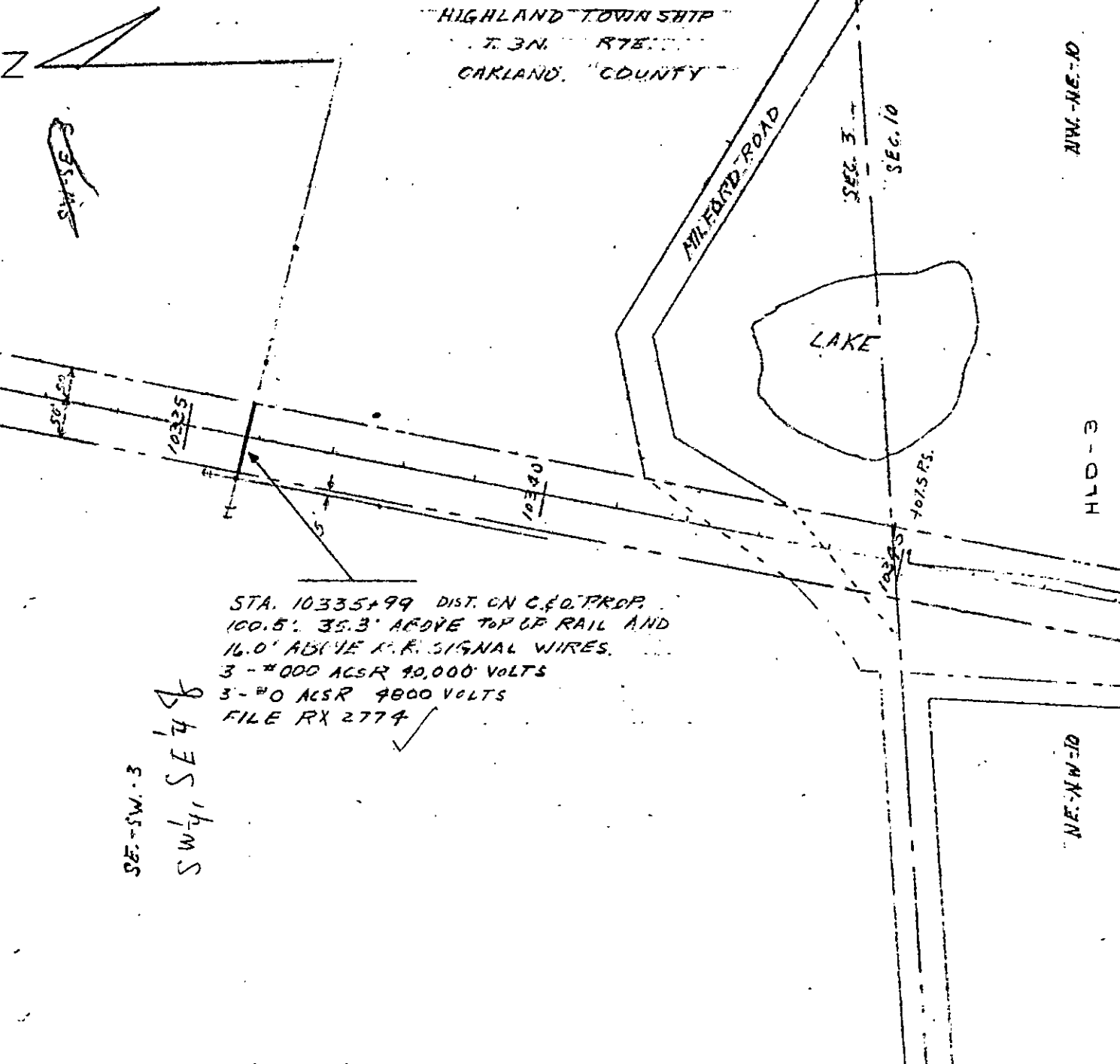
RIGHT OF WAY FILE NO. 14066  
(Part a)

HIGHLAND TOWNSHIP  
T. 3N. R7E  
CARLAND COUNTY

NW-NE-10

E-10th

NE-NW-10

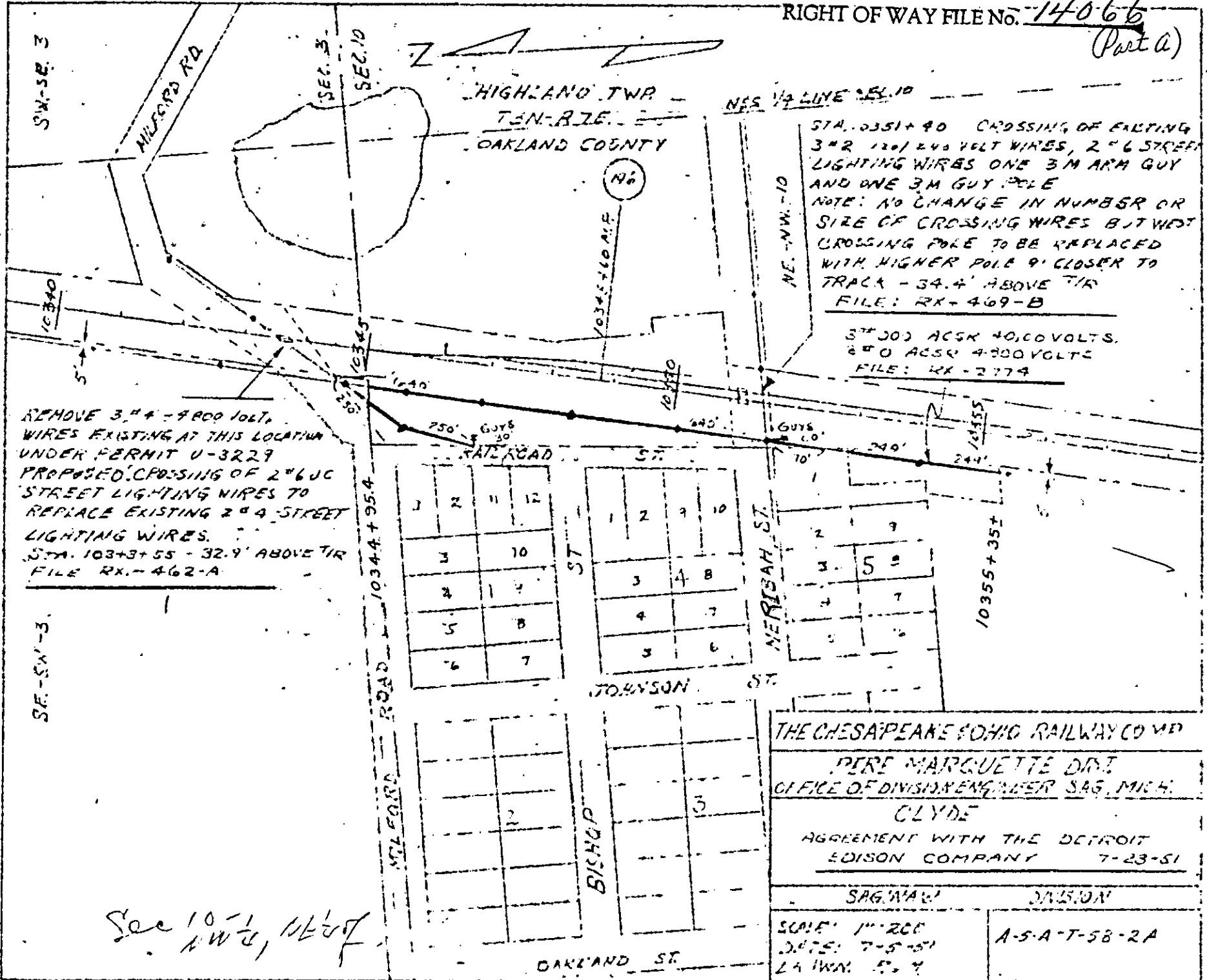


STA. 10335+99 DIST. ON C.&O. PROP.  
 100.5' 35.3' ABOVE TOP OF RAIL AND  
 16.0' ABOVE P.R. SIGNAL WIRES.  
 3 - #000 ACSR 90,000 VOLTS  
 3 - #0 ACSR 4800 VOLTS  
 FILE RX 2774 ✓

SE-SW-3

SW 1/4 SE 4

THE CHESAPEAKE & OHIO RAILWAY COMPANY	
PERE MARQUETTE DIST.	
OFFICE OF DIVISION ENGINEER SAG., MICH.	
CLYDE, MICH.	
AGREEMENT WITH THE DETROIT EDISON COMPANY 7-23-51	
SAGINAW	DIVISION
SCALE: 1" = 200	A-5A-T-SX-1A
DATE: 7-5-51	
DRAWN: P.G.M.	



HIGHLAND TWP  
TEN-RZE  
OAKLAND COUNTY

(N6)

STA. 10351+90 CROSSING OF EXISTING  
3" 2 120/240 VOLT WIRES, 2" 6 STREET  
LIGHTING WIRES ONE 3M ARM GUY  
AND ONE 3M GUY POLE  
NOTE: NO CHANGE IN NUMBER OR  
SIZE OF CROSSING WIRES BUT WEST  
CROSSING POLE TO BE REPLACED  
WITH HIGHER POLE 9' CLOSER TO  
TRACK - 34.4' ABOVE TIR  
FILE: RK-469-B

3" 000 ACSS 40,000 VOLTS.  
2" 0 ACSS 4800 VOLTS  
FILE: RK-2774

REMOVE 3" 4 - 4800 VOLT  
WIRES EXISTING AT THIS LOCATION  
UNDER PERMIT U-3229  
PROPOSED CROSSING OF 2" 6 UC  
STREET LIGHTING WIRES TO  
REPLACE EXISTING 2" 4 STREET  
LIGHTING WIRES.  
STA. 10343+55 - 32.9' ABOVE TIR  
FILE: RK-462-A

1	2	11	12
3		10	
4		9	
5		8	
6		7	

1	2	9	10
3	4	8	
4		7	
5		6	

2	9
3	5
4	7
5	6

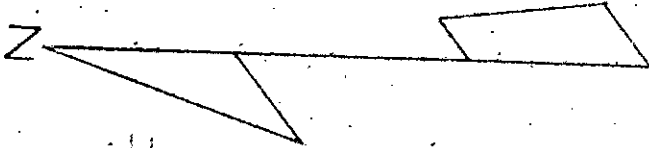
THE CHESAPEAKE CO. RAILWAY CO MP  
PIRE MARGUERITE DIST  
OFFICE OF DIVISION ENGINEER SAG, MICH.  
CLYDE  
AGREEMENT WITH THE DETROIT  
EDISON COMPANY 7-23-51

SAG, W.A.W. JALSON  
SCALE: 1"=200'  
DATE: 7-5-51  
24 HWY. 527  
A-5-A-T-58-2A

See 10-1 NW 1/4, NE 1/4

2-B-D-7H

N 1/4 LINE SEC. 22.



NE-SW-22

HIGHLAND TWP.  
T. 3N-R. 7E  
OAKLAND COUNTY

HIGHLAND ROAD

(UNDERPASS)

SE-SW-22

HLD-18-4

120 W.P.

10495

10490

10495

2-1 N. 60' GUY WIRES STA. 10491+77  
20' ON S.E.O. PROPERTY  
DRAWING NO. D-1316B-R

60	97	95	93	91	89	87	85	83
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ST. JOHNS ST.

150'	66'			66'			
58							
56							
54	96	94	92	90	88	86	84
52							

RUGGLES ST.

THE CHESAPEAKE & OHIO RAILWAY COMPANY

PERE MARQUETTE DIST.  
OFFICE OF DIVISION ENGINEER SAGINAW MICH.

HIGHLAND  
AGREEMENT WITH THE DETROIT  
EDISON COMPANY 7-23-51

SAGINAW DIVISION

SCALE: 1" = 200'  
DATE: 7-3-51  
DRAWN: P.S.M.

A-S-A-T-60

see 22  
SW 4, NE 4

RIGHT OF WAY FILE NO. 14066

RIGHT OF WAY FILE NO. 14066  
(Part A)

HIGHLAND TOWNSHIP  
T. 3N. R. 7E.  
OAKLAND COUNTY



STA. 10383+80 2 \* 4 ACSR 4800 VOLTS  
34.5' ABOVE TOP OF RAIL AND 17' ABOVE R.R.  
SIGNAL WIRES, 109' ON C.E.O. PROPERTY  
FILE RY 2775

NE-NW-15  
10403+55 EXISTING  
CROSSING OF 3" 4-4800VOLT  
WIRES. RELOCATE EXISTING  
POLE. 120' ON C.E.O. PROPERTY  
323' ABOVE TOP OF RAIL  
AND 151' ABOVE R.R. SIGNAL  
WIRES.  
FILE RY 1049B

NW-SW-10

SE-SW-10

SEC. 18  
HLD. 8

SEC. 15  
HLD. 13

HLD. 13

1234 AB.

1037E+81 FC.

1038E+95.2 FT.

SAG  
59

11396+30.2 MP.

RELOCATE  
RELOCATED

MILFORD ROAD

WOODRUFF RD.

MIDDLE ROAD

THE CHESAPEAKE & OHIO RAILWAY COMPANY	
PERE MARQUETTE DIST.	
OFFICE OF DIVISION ENGINEER SAGINAW, MICH.	
CLYDE	
AGREEMENT WITH THE DETROIT EDISON COMPANY 7-23-51	
SAGINAW	DIVISION
SCALE: 1" = 200'	A-5-E-T-5B-2A
DATE: 7-5-51	
DRAWN: P.G.M.	



RIGHT OF WAY FILE NO. 14066  
(Part a)

RIGHT OF WAY FILE NO. 14066

PROPOSED LINE CROSSING OVER THE WESCAPEAKE & OHIO R.R. EX. PERMIT NUMBER ED 2-8-2856  
 IN R.R. PROPT. APPLIC. 765 N. OF MILFORD RD. 2600' W. OF CITY OF CLYDE  
 HARVEY LAKE RD AND 2500' E. OF BUCKHORN LAKE RD.  
 SECTION 3 S. W. 14 TOWNSHIP HIGHLAND T. 3 N. R. 7 E. COUNTY OAKLAND

**NOTES**

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

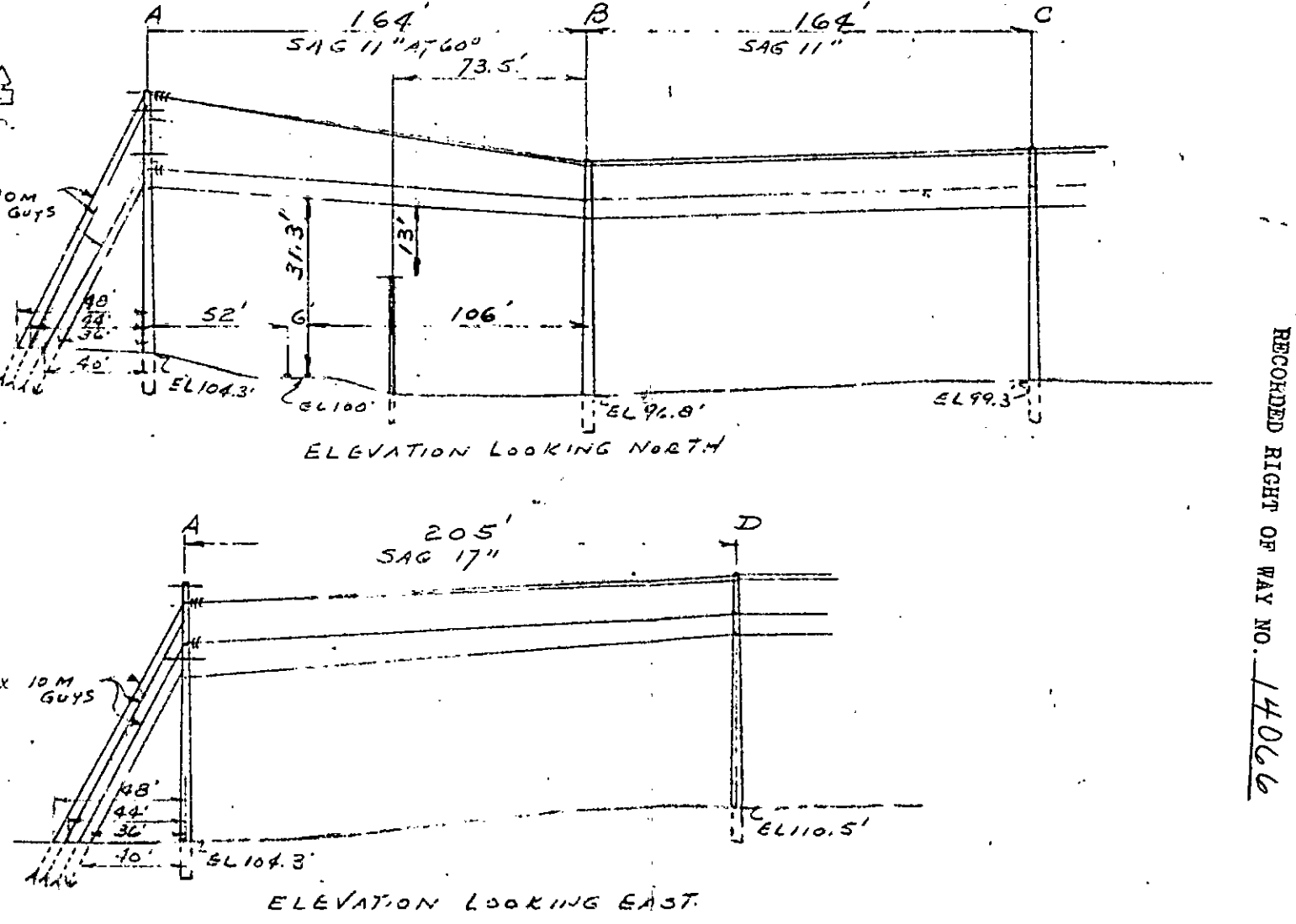
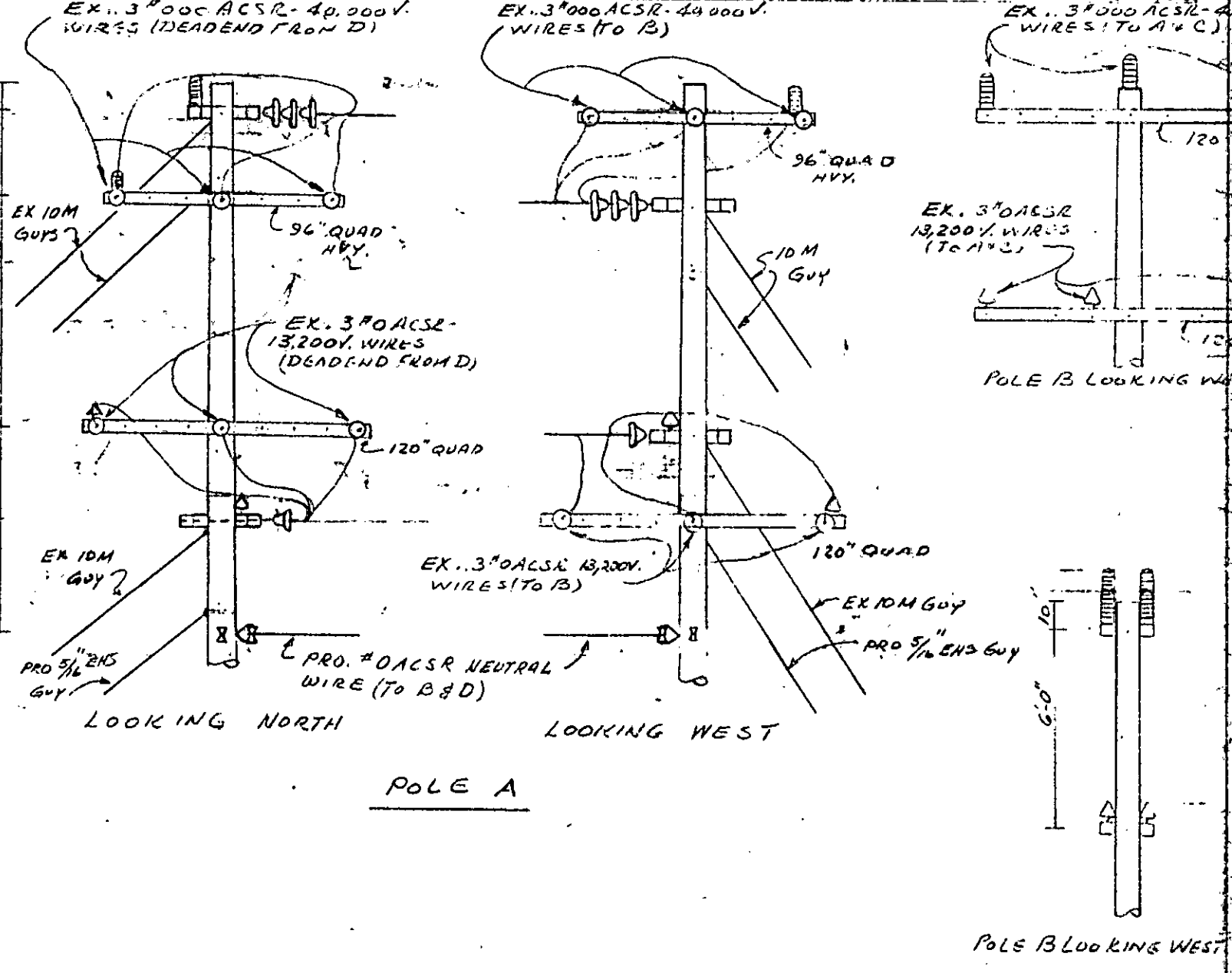
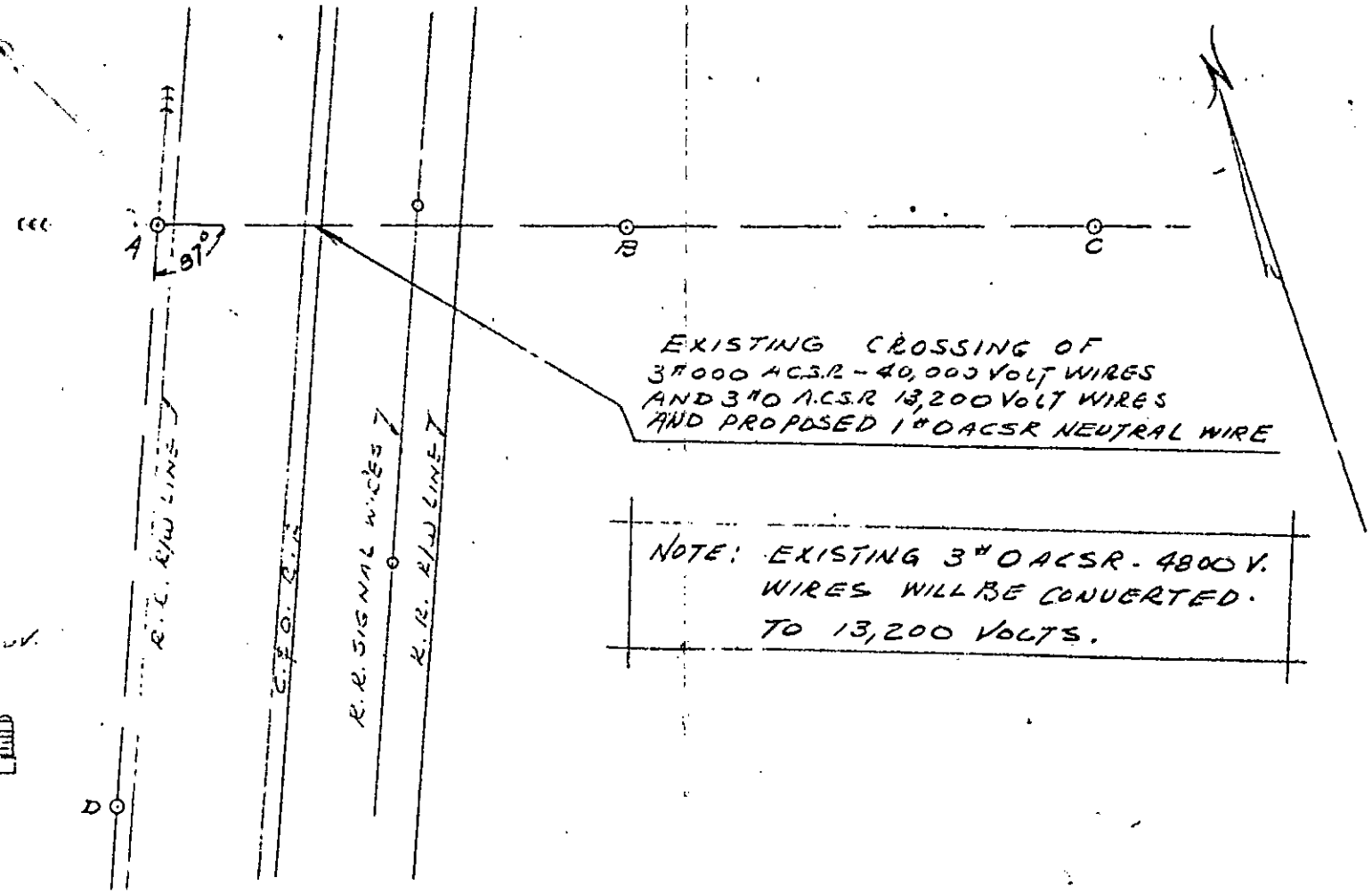
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1879 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

**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
EXIST. SPAN A-B				A	55'	2	WOOD
3	#000	ACSR	40,000	B	50'	2	"
3	#0	ACSR	13,200	C-D	50'	5	"
PROPOSED ADDITIONS							
1	#0	ACSR	NEUTRAL				

REV. A. - H.G.G. 3-18-66  
 DRAWN BY J. WHYTE ENGINEERING DIVISION DATE 3-17-61  
G. KELLY  
 ESTIMATOR E. PATTON OVERHEAD LINES DEPT. PONTIAC SER. CENT.



RECORDED RIGHT OF WAY NO. 14066



RECORDED RIGHT OF WAY NO. 14066

PROPOSED LINE CROSSING OVER THE CHESAPEAKE TOWNSHIP R.R. EXISTING PERMIT NUMBER EDZ-B-3854  
 IN PL. PROPT 275 E. OF MILFORD RD. 440 S. OF MIDDLE RD. CITY OF HIGHLAND  
 SECTION 15 N.W. 1/4 TOWNSHIP HIGHLAND #13 T. 3N. R. 7E COUNTY OAKLAND

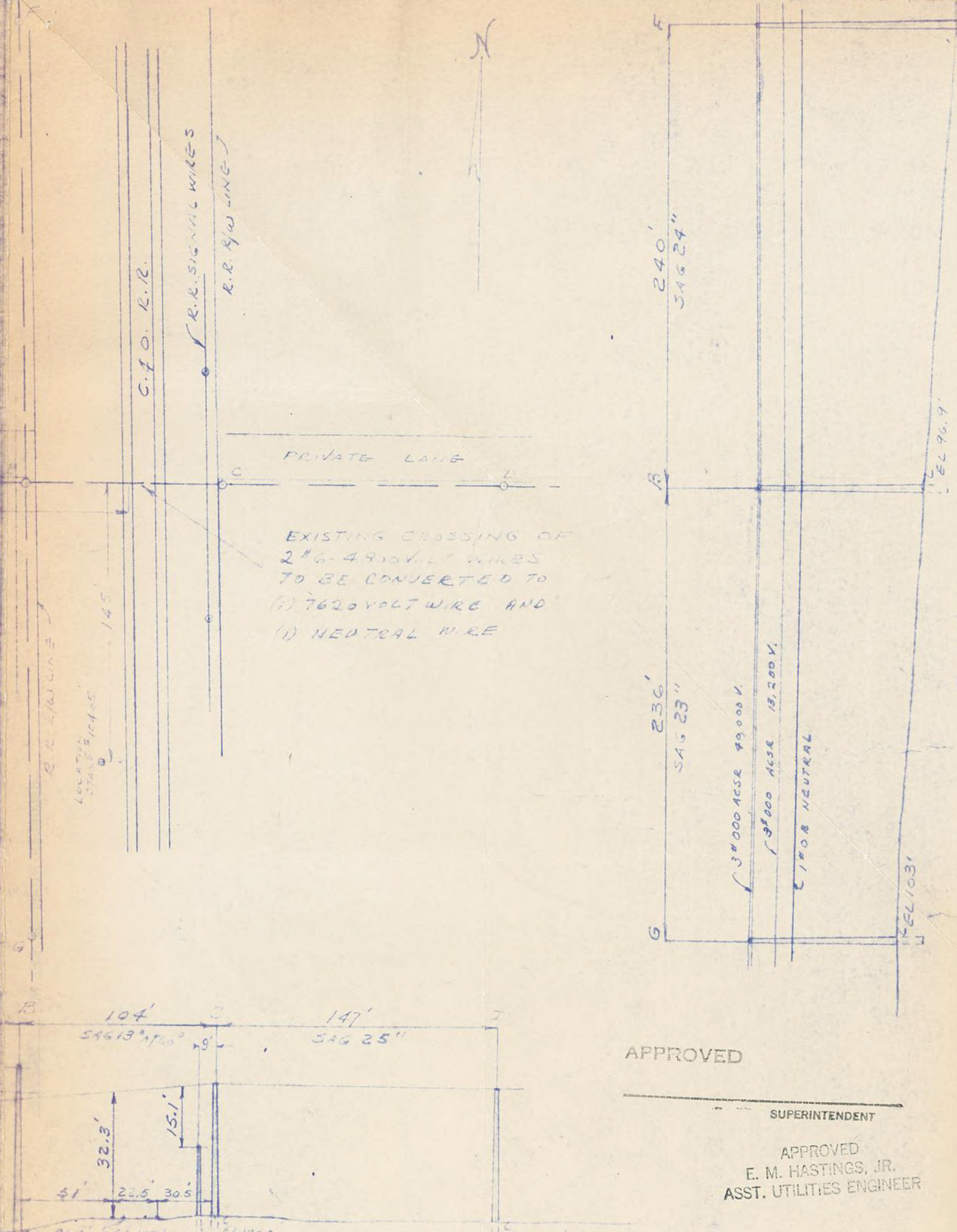
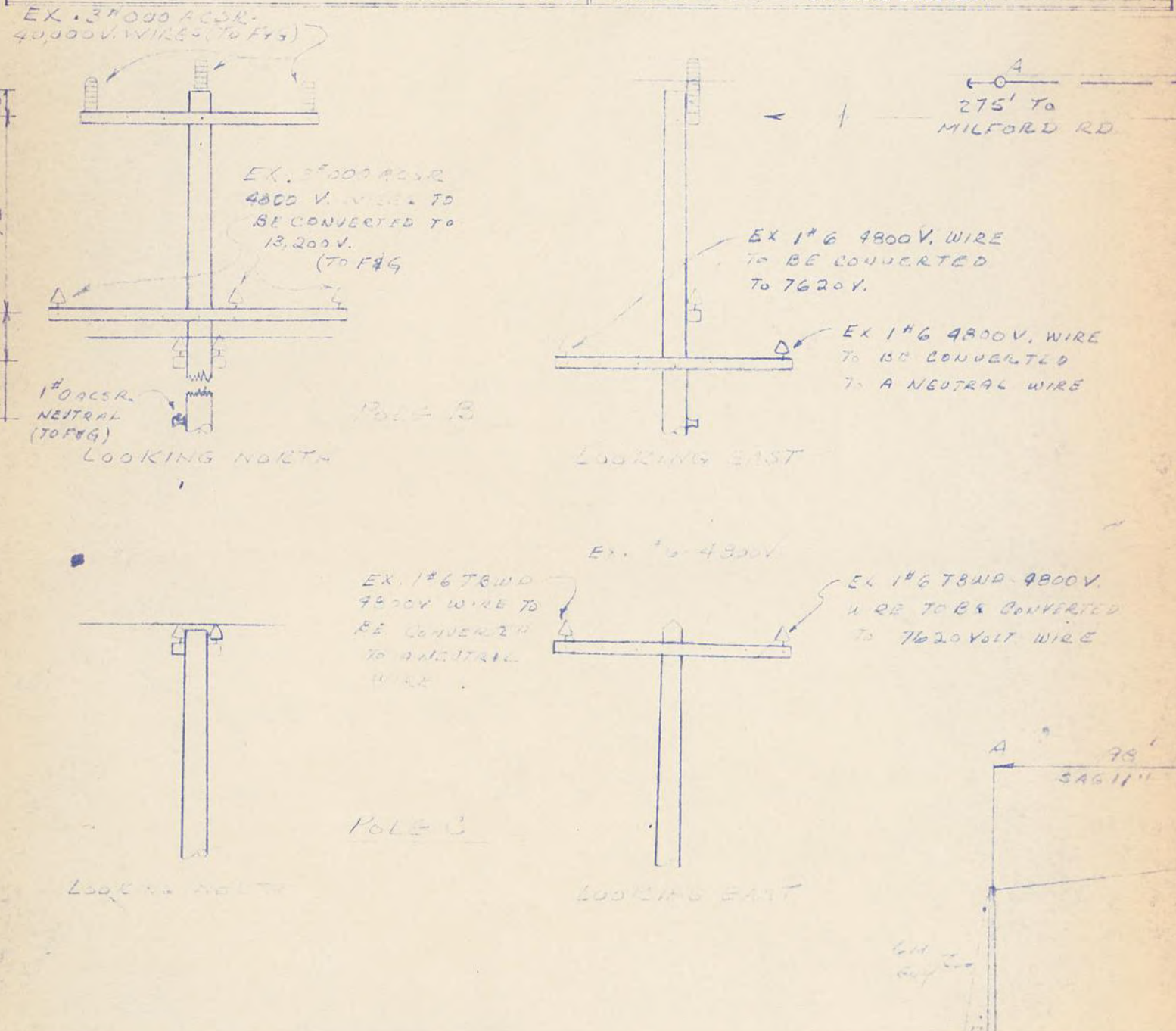
**NOTES**  
 MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.  
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION, 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
SPAN B-C				A	40'	1	W CEDAR
1	#6	TBWP	7620	B	50'	2	" "
1	#6	TBWP	NEUTRAL	C	40'	3	" "
				2	40'	5	S. PINE
				3	40'	6	" "
				4	50'	2	W CEDAR
				5	45'	5	" "

DRAWN BY J. W. WHITE REV. C. H. G. G. DATE 1-20-49  
 ENGINEERING DIVISION  
 ESTIMATOR E. PALMISTER OVERHEAD LINES DEPT. DATE 5-21-51



APPROVED  
 SUPERINTENDENT  
 APPROVED  
 E. M. HASTINGS, JR.  
 ASST. UTILITIES ENGINEER

RECORDED RIGHT OF WAY NO. 14066

PROPOSED LINE CROSSING OVER EXISTING PERMIT NUMBER ED 8-2-57  
 IN CITY OF  
 SECTION 15 TOWNSHIP #13 T 34 N R 15 E COUNTY 23

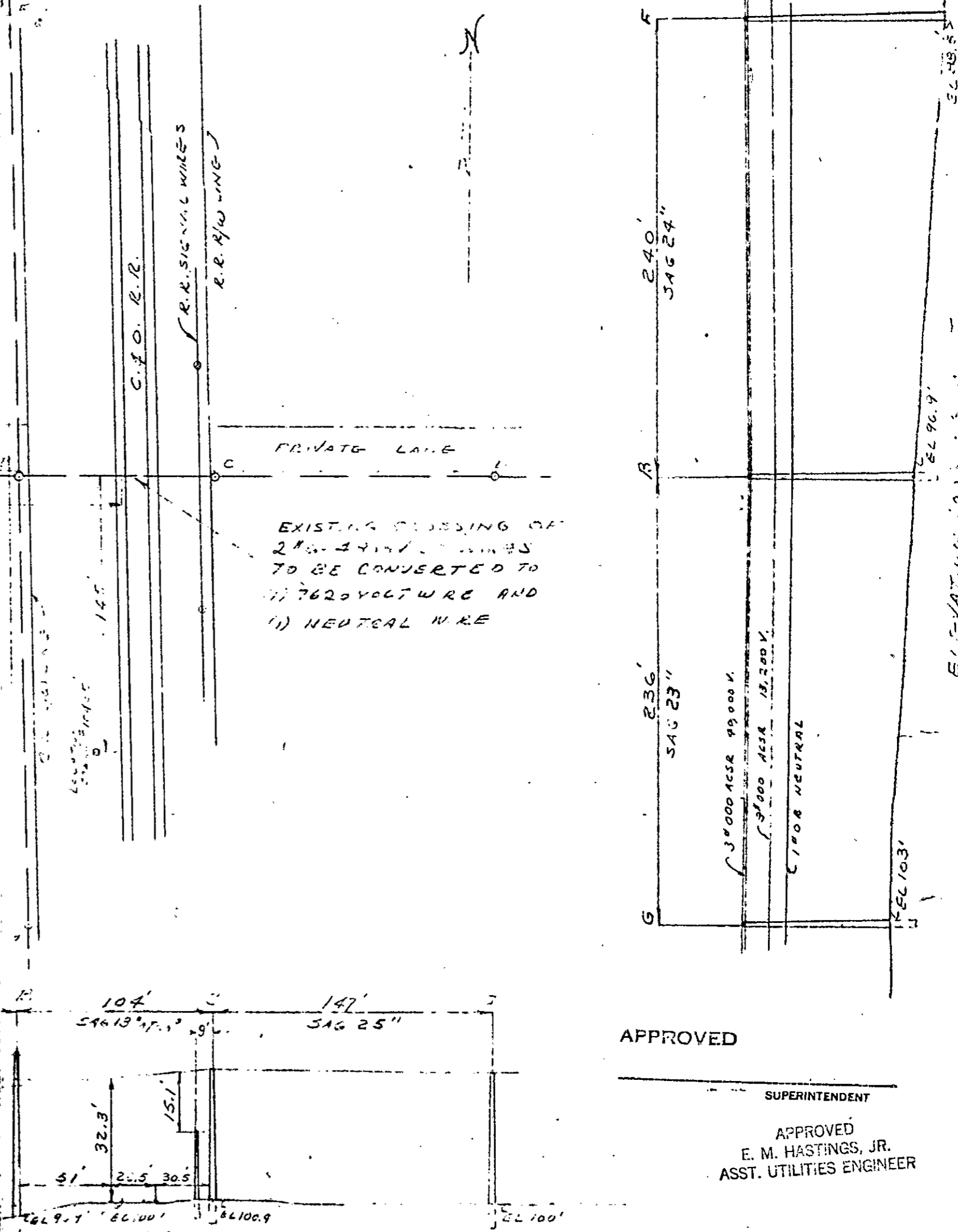
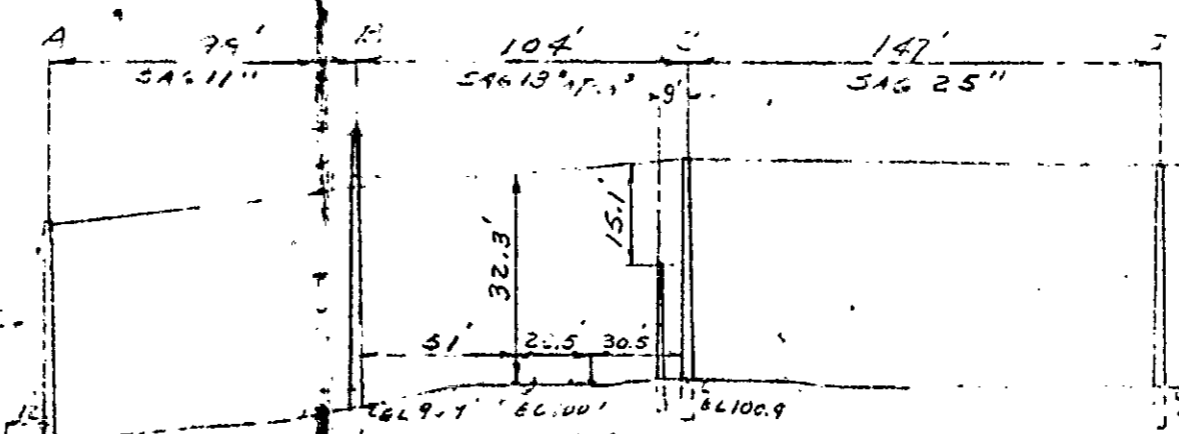
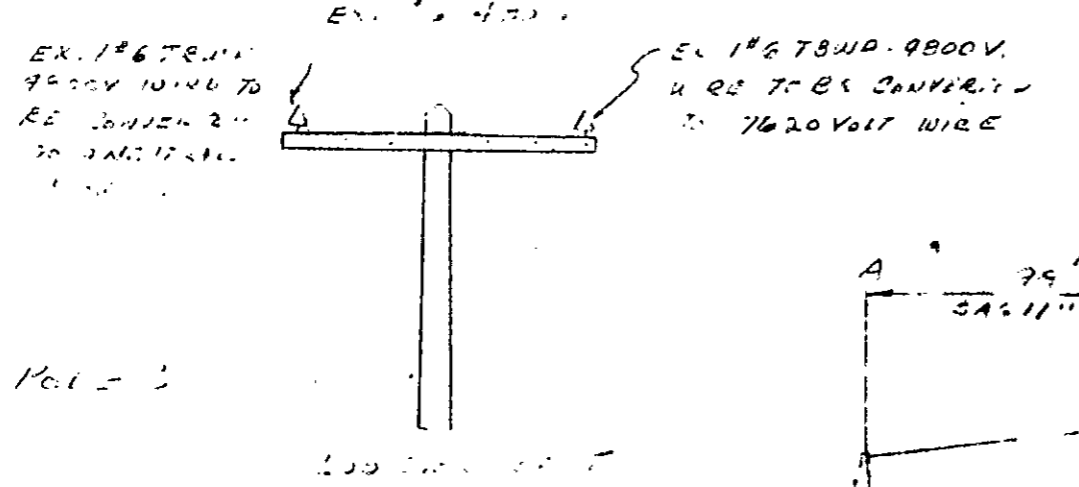
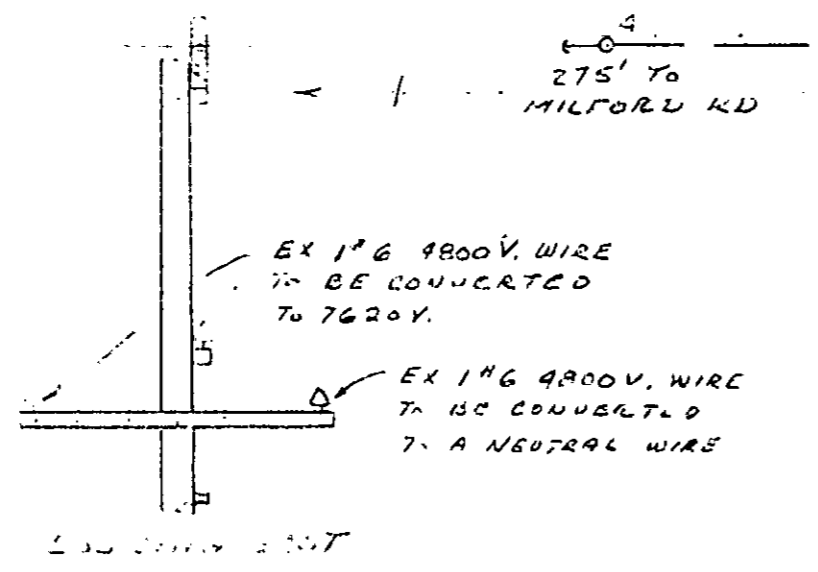
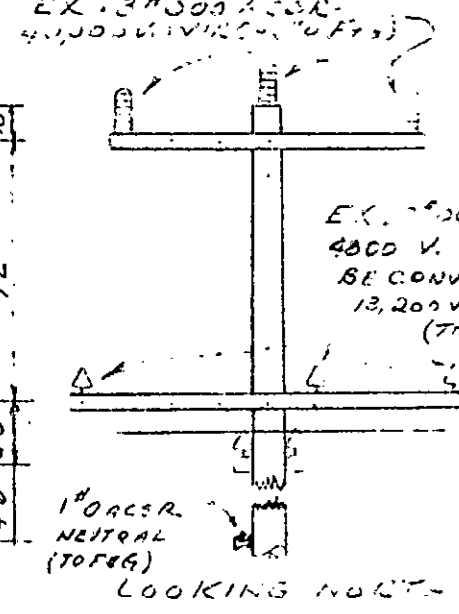
**NOTES**  
 MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.  
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1879 OF MICHIGAN PUBLIC SERVICE COMMISSION, 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
SPAN B-C				A	43'	1	W
1	#6	TBWP	7620	B	50'	2	"
1	#6	TBWP	NEUTRAL		40'	3	"
					42'		
				G	45'	5	"

DRAWN BY J.W. [unclear] REV. BY H.G.G. DATE 1-20-57  
 ENGINEERING DIVISION  
 ESTIMATOR [unclear] OVERHEAD LINES DEPT. PENNAAC SER. CONT.



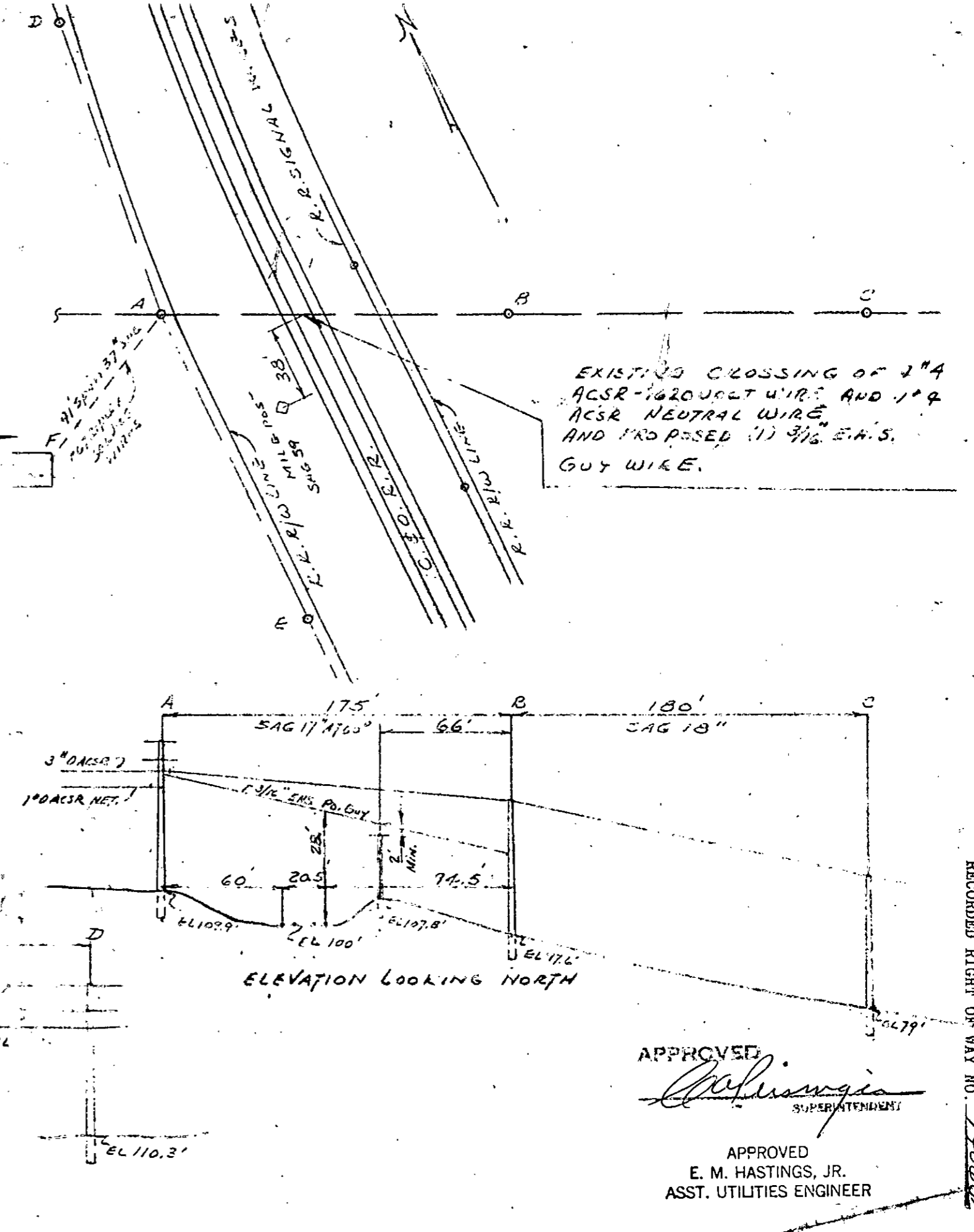
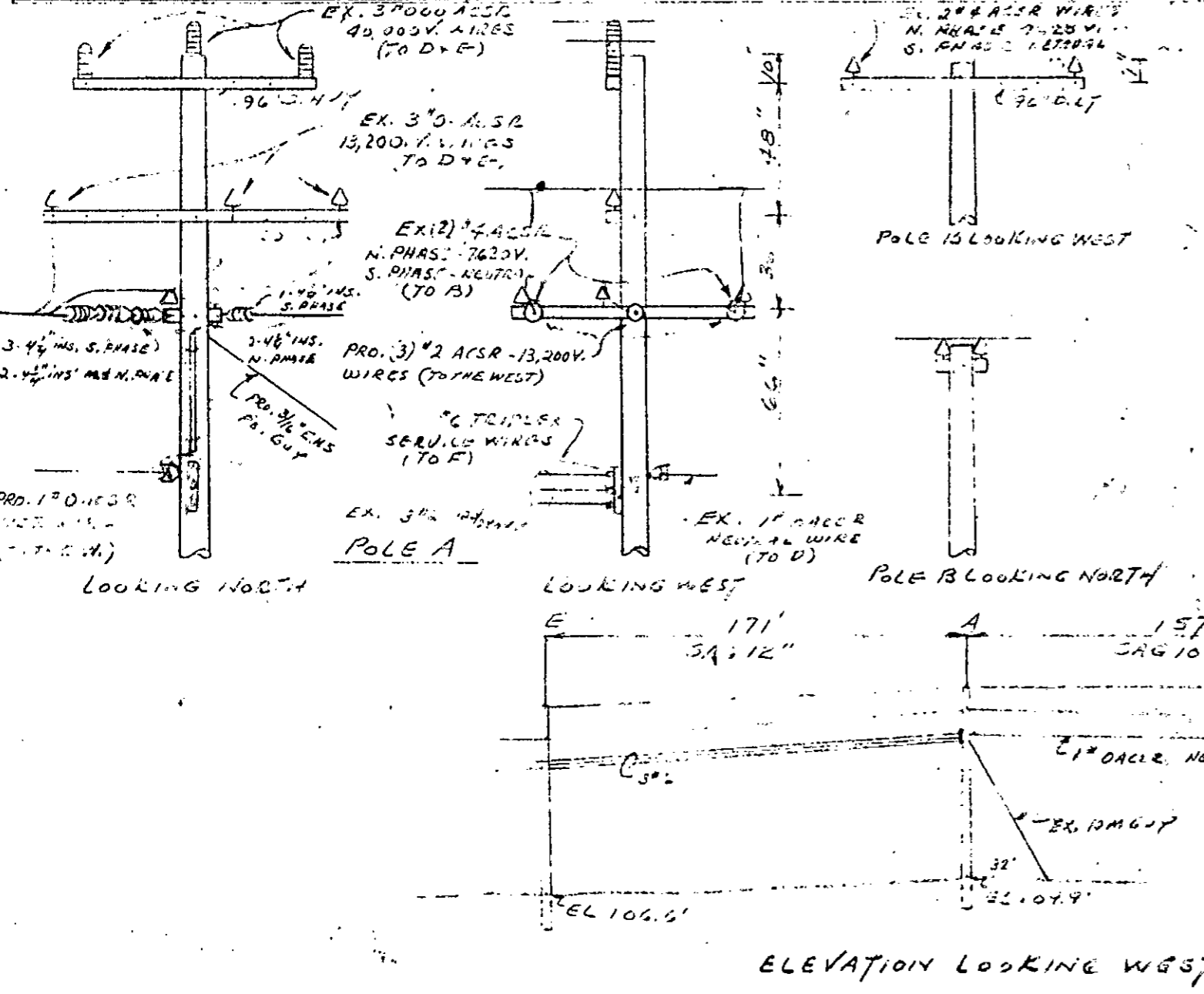
APPROVED  
 SUPERINTENDENT  
 APPROVED  
 E. M. HASTINGS, JR.  
 ASST. UTILITIES ENGINEER

RECORDED RIGHT OF WAY NO. 19066a



PROPOSED LINE CROSSING OVER CHESAPEAKE INV. 0110 88 LISTING PERMIT NUMBER ED 2-8-6323  
 APPROX 1/2 MILE SOUTH OF  
 IN PR. PROP. 250 EAST OF MILFORD RD. 1510 N. 1/2 CITY OF THE VILLAGE OF LYONS  
 SECTION 10 S.W. 14 TOWNSHIP HIGHLAND T 3 N R 7 E COUNTY OAKLAND

NOTES		CONDUCTORS				POLES			
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.		NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
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.		SPAN A-B				A	45'	2	W.C.E.A.B.
MINIMUM CLEARANCES		1	#4	ACSR	7620	E	45'	4	"
NEAREST POLE TO RAIL	SIDING 7 FT. MAIN LINE 12 FT.	1	#4	ACSR	NEUTRAL	2	45'	5	"
WIRES OVER TRACKS	0-500 VOLTS 27 FT. 500-7500 VOLTS 28 FT. 24000 VOLTS 30 FT.	1	3/16"	E.H.S.	GUY WIRE	3	45'	2	PINS
WIRES OVER R.R. SIGNAL	0-500 VOLTS 2 FT. 500-7500 VOLTS 4 FT. 24000 VOLTS 6 FT.	DRAWN BY J. WHITE REV. B. HGG DATE 9-22-67 ENGINEERING DIVISION ESTIMATOR E. PA-MEER OVERHEAD LINES DEPT. CENTRAL SER. DIV.							



APPROVED  
*[Signature]*  
 SUPERINTENDENT

APPROVED  
 E. M. HASTINGS, JR.  
 ASST. UTILITIES ENGINEER

RECORDED RIGHT OF WAY NO. 14612

# O.H. Railroad Crossing Permit

DE 963-3866 6-85 X (SE 32)

DO C55286 RX 2774 B

Proposed Line Crossing Over CHESAPEAKE & OHIO R.R.

Existing Permit Number ED-2-8-2856

In P.R. PROPT. APPROX. 765' N.O.F. MILFORD RD. - 2600' W.O.F. HARVEY LK RD. AND 2500'E. OF RUCKHOFF LK. RD.

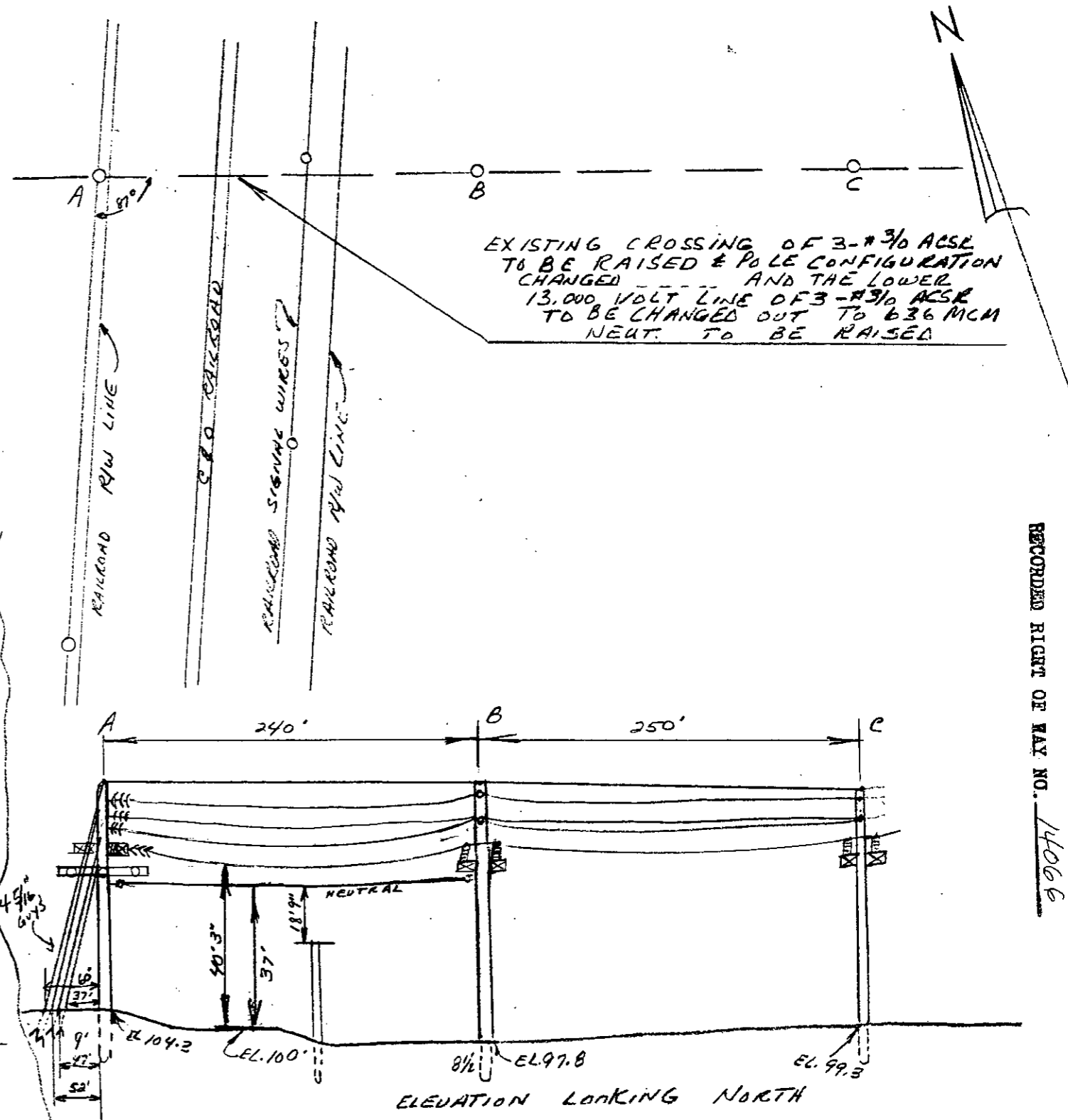
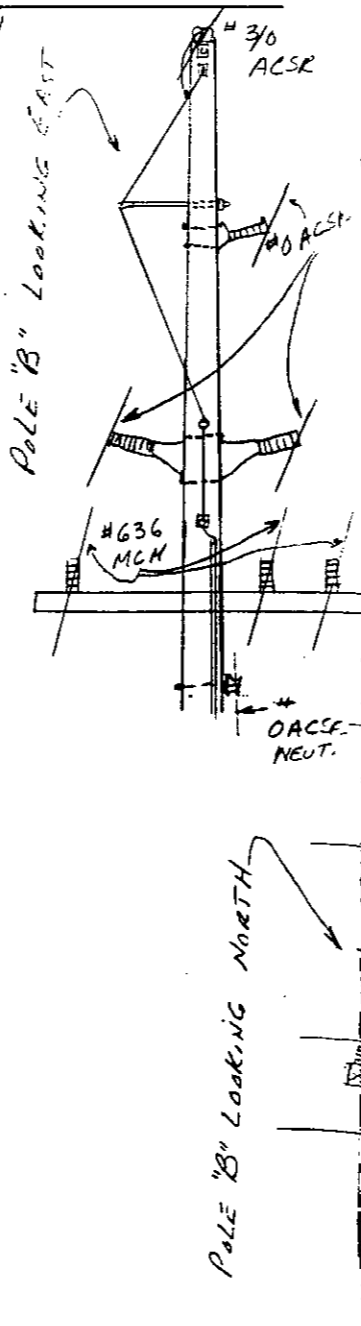
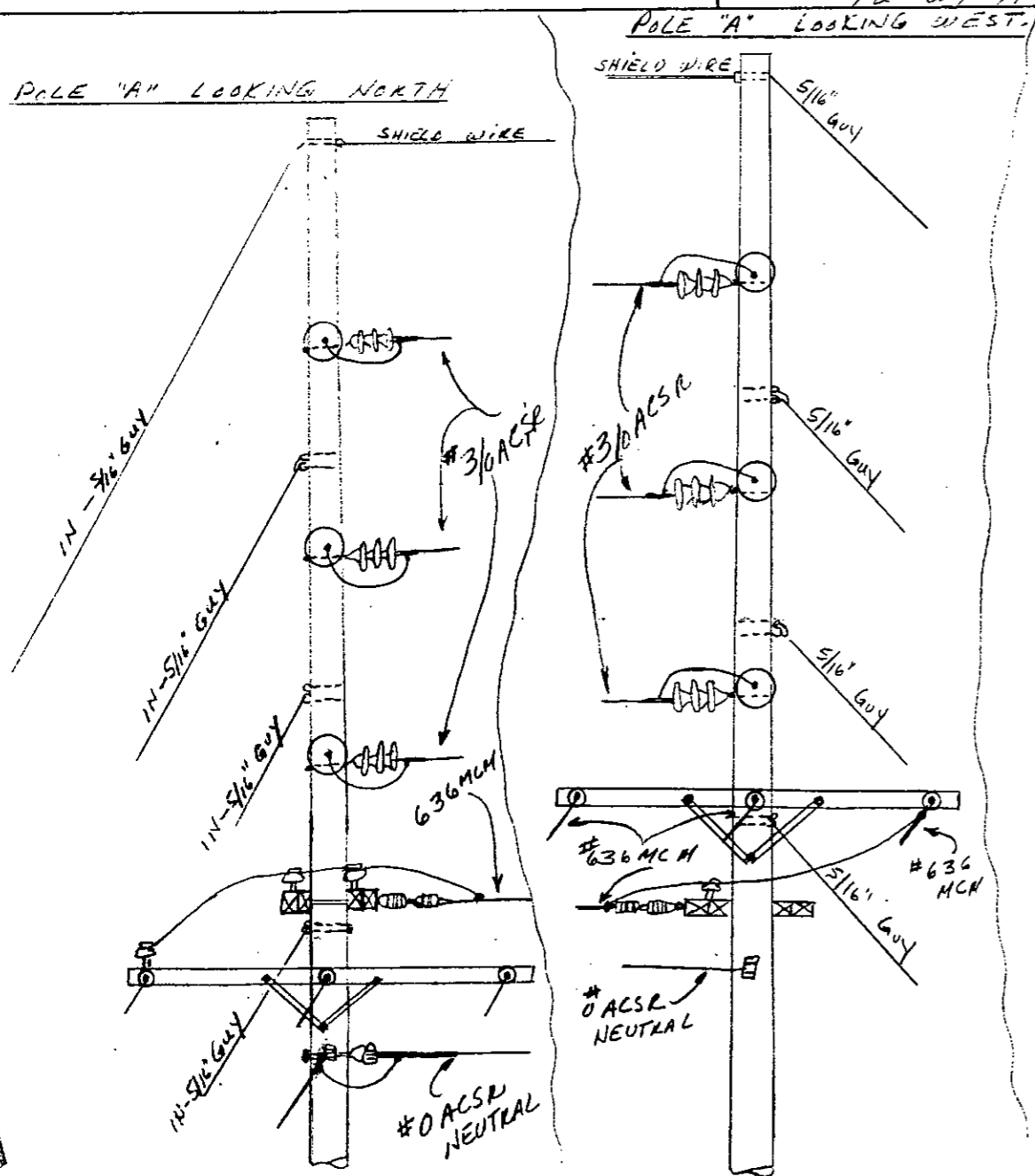
City of APP. 800' N. OF THE VILLAGE OF ELYSE

Section 3 - S.W. 1/4 Township HIGHLAND T 31N R 7E 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 velium.

Span	Span Length	Lowest Conductor Over R.R. Tracks	Stringing Sag At 60°F	Sag Table	Rule Span	Final Sag Ratio
A-B	240'	#0 ACSR-NEUT.	39"	II	222'	SAG 240 AA <sup>39"</sup>

Designed By Arnold E. Wallin (SR. SERVICE PLANNER) Division OAKLAND SERVICE PLANNING  
 Checked By \_\_\_\_\_ Date 12-29-91



RECORDED RIGHT OF WAY NO. 14066