

DUPLICATE
THE PENNSYLVANIA RAILROAD COMPANY

AGREEMENT With PUBLIC UTILITY For ELECTRIC TRANSMISSION LINES (Power or Communication) Across The RIGHT-OF-WAY, TRACKS and PROPERTY of the Railroad Company

THIS AGREEMENT, made this 1st day of September in the year of our Lord one thousand nine hundred and forty six (A. D. 19 46) by and between THE PENNSYLVANIA RAILROAD COMPANY, operating the railroad of

The Pennsylvania Ohio and Detroit Railroad

hereinafter called the Railroad Company, party of the first part, and

The Detroit Edison Company
2000 Second Avenue
Detroit (26) Michigan

a corporation organized and existing under the laws of the State of ~~Michigan~~ ^{New York} hereinafter called the Utility Company, party of the second part, WITNESSETH:—

hereinafter called the

1. PREAMBLE OF OCCUPATION:

WHEREAS, the Utility Company desires to construct, operate and maintain certain wires, or cables, and appurtenances, (such wires or cables, or both, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables and appurtenances") across the right-of-way or property of the Railroad Company which are described in general terms and expressed in purpose as follows:—

(a) Location:—

about 78 feet east of the end of the Temes Branch

1. Mile post plus feet.

2. Name of nearest station..... **Detroit**

3. County **Wayne** 4. State **Michigan**

(b) Purpose:—

WIRE LINES: ~~1. Communication~~, or 2. Power Transmission.

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Crossing of 3 - Aerial Wires for transmission of electric energy at 120/240 volts potential twenty-feet in length.

RIGHT OF WAY FILE NO. 11433

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II. TERMS.

THEREFORE, the Railroad Company, in consideration of the payments and privileges herein named, hereby grants to the Utility Company, insofar as the Railroad Company's present title enables it so to do, the right to construct, use, maintain, renew and remove the said wires, cables, and appurtenances at the said location upon and under the following terms and conditions, to wit:—

First. The location of the wires, cables, and appurtenances shall be as set forth and shown on Plan No. **RX-2374** dated **8-1-46**, marked "Exhibit A," hereto annexed and made a part hereof.

Second. The wires, cables, and appurtenances shall be constructed, maintained, renewed and operated in accordance with the exclusive purpose stated in Section I, "Preamble of Occupation," and with construction plans Nos. **RX-2374**, dated **8-1-46**, marked "Exhibit B," consisting of **one** sheets, hereto annexed and made a part hereof, excepting only when modifications thereof or departures therefrom have been subsequently agreed to in writing by the parties hereto; which plans and the construction and maintenance of the structures shall be in conformity with the specifications and protective requirements for each class of structure following; provided that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing herein provided for is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, operation, renewal or subsequent removal thereof, then said ruling or general order shall prevail for the crossing herein mentioned.

Communication Lines.

"Specifications 1-B-1 of the Telegraph and Telephone Section of the Association of American Railroads covering telephone, telegraph and other communication wires and cables crossing the tracks of steam and electrified railroads, (current issue)."

Power Lines.

"Specifications for the Installation and Maintenance of Electric Power Lines, C. E. 14—(Basic Number)."

(Note:—As copies of the Specifications are available in the offices of record of the Railroad Company, no copy of them shall be attached to the Railroad Company copy of the agreement; but when desired a copy of the Specifications shall be attached to the duplicate copy for the Utility Company.)

Third. No attachment of wires, cables, and appurtenances shall be made to any bridge (or its supports) of the Railroad Company unless specifically provided for in this agreement, and then only in accordance with the Railroad Company's plans and specifications.

Fourth. No poles, towers, anchors or supports of any kind for the wires, cables, and appurtenances shall be located on the right-of-way or property of the Railroad Company unless specifically provided for in this grant.

Fifth. If the Utility Company desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the above mentioned wires, cables, and appurtenances, it shall submit plans to the Railroad Company and procure the written approval of the Railroad Company thereto before any work or alteration of the structures is performed. Thereafter upon five (5) days' notice in writing given by the Utility Company to the Division Superintendent of the Railroad Company, the Utility Company may proceed with such work, which work and facilities shall be subject to the terms and conditions of this agreement covering the original construction, except as to rentals which shall be mutually agreed upon.

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1-433

Sixth. The Utility Company shall at all times be obligated promptly to maintain, repair and renew said wires, cables, and appurtenances; and shall in any event upon notice in writing from the Railroad Company requiring it so to do promptly make such repairs and renewals thereto as may be required by the Railroad Company, or the Railroad Company for the purpose of protecting and safeguarding its property, traffic, patrons, or employes from damage or injury, may with or without notice to the Utility Company at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary.

Seventh. The Utility Company, shall upon request in writing of the Railroad Company, promptly change the location of said wires, cables, and appurtenances covered by this agreement, where over, upon or in the property and facilities of the Railroad Company, to another location to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad Company upon land now or hereafter owned or used by the Railroad Company to the intent that said construction shall at all times comply with the terms and conditions of this agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then the said Utility Company shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the Railroad Company as may be required by the said Railroad Company or its grantee; and if the Utility Company shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad Company may make such repairs or adjustments or changes in location and provide necessary material therefor.

Eighth. All work herein contemplated, of whatever nature and for whatever purpose, shall be done and performed by the Utility Company, and at such time and in such manner as may be approved by the General Manager of the Railroad Company or his duly authorized agent, or, the Railroad Company may from time to time perform all or any part of such work as shall be included within the limits of its right-of-way and property.

Ninth. (a) The supervision of the work performed and the approval of the material used in construction, maintenance, repairs, and renewals, alterations or adjustments of the facilities covered by this agreement shall be within the jurisdictional rights of the Railroad Company.

(b) The right of supervision over the construction work and inspection of structures from time to time thereafter by the Railroad Company, shall extend for such distance on each side of the Railroad Company property as the method of construction and materials used may have an important bearing upon the strength and stability of the structure over, upon or in the railroad property.

Tenth. If the Railroad Company deems it advisable during the progress of any work of construction, maintenance, repairs, and renewals, alterations, adjustments or removal of the wires, cables, and appurtenances of the Utility Company, to place watchmen or flagmen for the protection of the property owned or in possession or control of the Railroad Company, or its employes, patrons or licensees, the Railroad Company shall have the right so to do, and the Utility Company shall, upon bill being rendered, pay or refund the cost and expense thereof plus fifteen (15%) per centum for supervision; but failure of said Railroad Company so to do or failure or neglect of such watchmen or flagmen shall in no event be construed as in any manner or degree affecting any obligations of the Utility Company as provided for in Clause Eleventh (a) and (b).

Eleventh. (a) It is understood between the parties hereto that the operations of the Railroad Company at or near said crossing involve some risk, and the Utility Company as part of the consideration for this grant hereby releases and waives any right to ask for or demand damages for or on account of loss of or injury to the wires, cables, and appurtenances of the Utility Company that are over, upon or in the property and facilities of the Railroad Company, including the loss of or interference with service thereof and whether attributable to the fault, failure or negligence of the Railroad Company or otherwise.

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(b) And the Utility Company also covenants and agrees to indemnify, protect and save harmless the Railroad Company from and against all cost or expense resulting from any and all loss of or damage to the property of the Railroad Company and from any and all loss of life or property or injury or damage to the person or property of any third person, firm or corporation (including the officers, agents and employes of either party hereto), and from and against any and all claims, demands or actions for such loss, injury or damage caused by or growing out of the presence or use or the construction, maintenance, renewal, change or relocation and subsequent removal of said wires, cables, and appurtenances of the Utility Company or injury or damage thereto or thereby, when not attributable to the fault, failure, or negligence of the Railroad Company, except that if such loss, injury or damage shall be caused by the joint or concurring negligence of both parties hereto the same shall be borne by them equally.

Twelfth. All cost and expense, in connection with the installation, maintenance, repairs, and renewals, alterations, adjustments or removal of the wires, cables, and appurtenances shall be borne by the Utility Company, and in the event of work being performed or materials being furnished by the Railroad Company under its stipulated right to perform work of installation, maintenance, repairs, relocation, and renewals, alterations, adjustments or removal under any section hereof, the cost so incurred, together with fifteen (15%) per centum for supervision and use of the tools, shall be paid by the Utility Company within thirty (30) days after presentation of bills.

Thirteenth. (a) The Utility Company shall also pay to the Railroad Company compensation as follows:—

Reimbursement for engineering expenses incurred at request of applicant (if any).....	\$ 200.00
Fee for preparation of papers and other incidental expenses	\$ 10.00
Annual rental for use of right-of-way and property	1.00
Annual rental for use of right-of-way and property	\$ 3.00

The first annual payment to be due as of the ~~1st~~ day of ~~January~~, 19 ~~19~~
and a similar annual payment of \$ ~~1.00~~ on the same day of each and every year thereafter until formal cancellation hereof.

(b) In the event of the termination of this agreement before the expiration of any such period for which compensation shall have been paid in advance by the Utility Company, the Railroad Company shall refund to the Utility Company the ratable and equitable proportion of the compensation so paid for the period intervening between the date of such termination and the end of the period for which such payment shall have been paid.

Fourteenth. The rights conferred hereby shall be the privilege of the Utility Company only, and no assignment or transfer thereof shall be made, or other use be permitted than for the purpose stated in the Preamble without the consent and agreement in writing of the Railroad Company being first had and obtained.

Fifteenth. Upon termination of this agreement or upon the removal or abandonment of the facilities covered hereby, all the rights, title and interest of the Utility Company hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, except only as to any rentals and liability accrued prior thereto, and the Utility Company shall thereupon and without charge formally cancel this agreement, and the Utility Company shall remove its said wires, cables, and appurtenances from the Railroad Company's property, and the right-of-way and all property of the Railroad Company shall be restored in good condition and to the satisfaction of the Railroad Company. If the Utility Company fails or refuses to remove its structures and appurtenances under the foregoing conditions, the Railroad Company shall be privileged to do so at the cost and expense of the Utility Company, and the Railroad Company shall not be liable in any manner to the Utility Company for said removal.

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Sixteenth. The rights conferred and obligations imposed by this agreement shall extend to the successors and assigns of the parties hereto, subject to the provisions of Article Fourteenth hereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed in the day and year first hereinbefore written.

The Pennsylvania Railroad Company
operating the Pennsylvania Ohio
and Detroit Railroad

Attest:

[Signature]
ASST. Secretary.

By *[Signature]*
Vice President

The Detroit Edison Company

By *[Signature]*
Right of Way Agent

Attest:

[Signature]
Secretary.

Attest:

Secretary.

Attest:

Secretary.

RECORDED R/W FILE NO. 1433

This NOTE is explanatory of descriptions for filling in the blank spaces of the form:

1. (a) Crossing of 3 Aerial Wires for Transmission of electric energy at.....volts potential
.....feet in length.
- (b) Crossing of 40 Aerial Wires for communication lines with current at.....volts.....
feet in length.
- (c) Instead of Aerial Wires, the crossings may be Aerial Cables, or Underground Wires, Cables, and Con-
duits of.....voltage, and containing.....conductors per cable.
- (d) There should be a statement in detail of Attachments, Poles, Towers, Guys, Anchors, etc.

PROPOSED LINE CROSSING OVER PENNSYLVANIA R. R. EXISTING PERMIT NUMBER NEW CROSSING
 IN PROPERTY WESTFIELD EAST OF ROBSON CITY OF DETROIT
 SECTION _____ TOWNSHIP _____ T. R. COUNTY WAYNE

PURPOSE OF LINE
 EXTENSION OF SECONDARY DISTRIBUTION
 TO SERVE NEW CUSTOMER.

NOTES
 MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S
 STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT
 RAILROAD CROSSINGS DATED MARCH 23, 1939.
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN
 BUT THE REQUIREMENTS OF ORDER NO. 1079 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 RR 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
3	6	TBWP	120/240	A	40	5	W. CEDAR
				B	40	4	" "
				C	40	4	" "
				D	40	5	" "

DRAWN BY WENGER ENGINEERING DIVISION DATE 8-1-46
 ESTIMATOR MASON OVERHEAD LINES DEPT. DETROIT

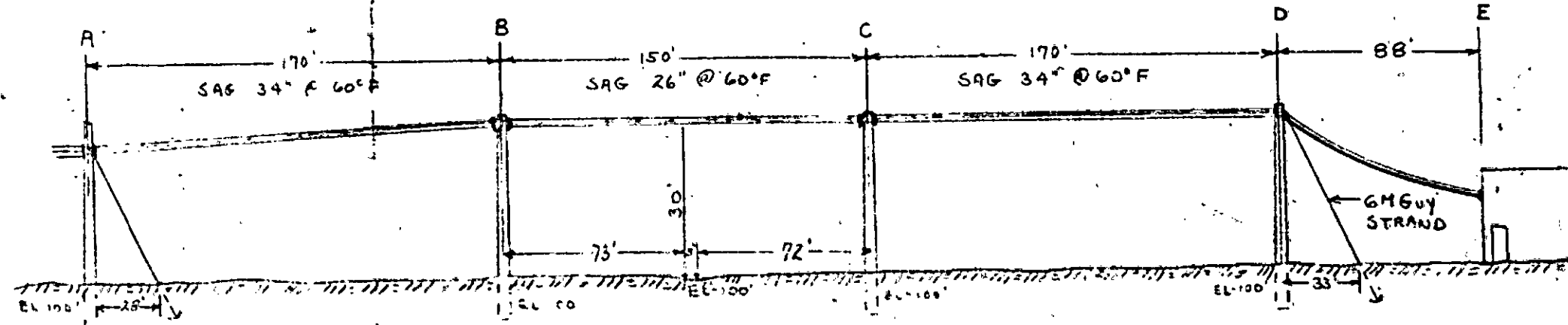
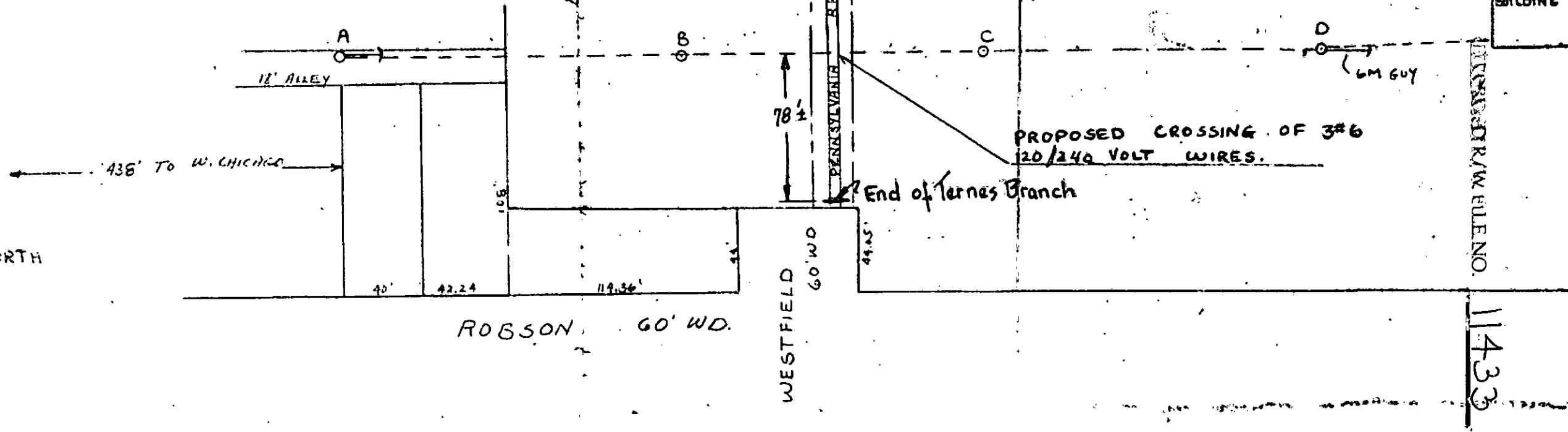
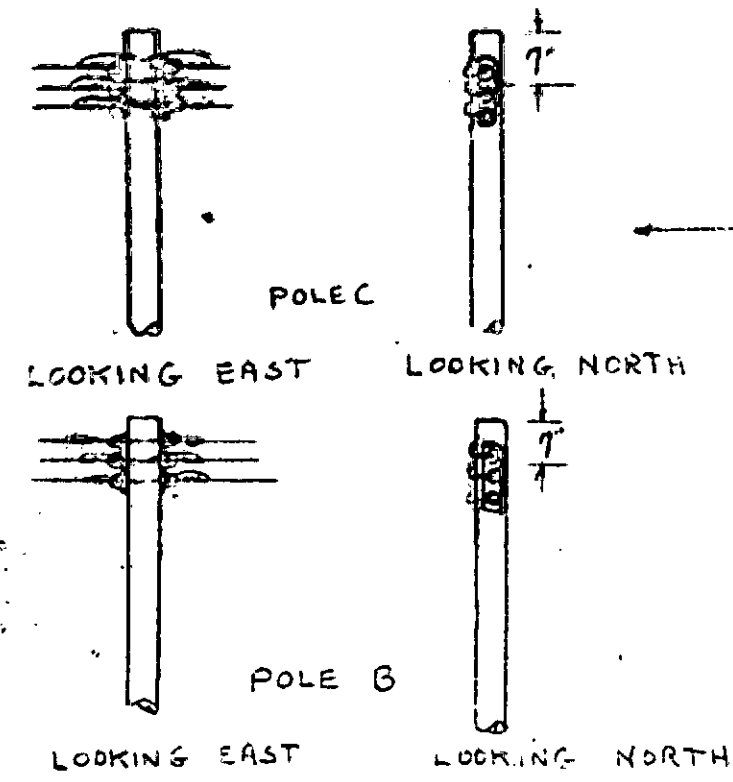


Exhibit A4B

AUG 23 1946
MICHIGAN PUBLIC SERVICE DIV.

STATE OF MICHIGAN
Office of the Michigan Public Service Commission } ss.

I, S. A. LUND, Secretary of the Michigan Public Service Commission

Do Hereby Certify, That I have compared the annexed copy of Wire Crossing Permit
ED2-8-1766

with the original Permit

recorded in ED2-8-1766

and that it is a true and correct transcript therefrom, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed

the seal of the Commission, at Lansing, this 21st

day of August in the year of our Lord

one thousand nine hundred forty-six.

Secretary Michigan Public Service Commission

RECORDED R/W FILE NO. 11433

STATE OF MICHIGAN
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

ED2-8-1766

Standard Railroad Wire-Crossing Permit No. _____

In Re Application of **Detroit Edison Company**
Detroit, Michigan

Pursuant to Act No. 171 of the Session Laws of 1893, as amended, application having been made to Michigan Public Service Commission by said **Detroit Edison Company**

for permission to string wires across the tracks of the **Pennsylvania Railroad**

and said **Detroit Edison Company**

having conformed to the Commission's rules governing the filing of notices and issuing of permits for the construction of electrical lines and said rail ~~road~~ company having waived the right of notice and hearing provided for in said act

THEREFORE, It is ordered that said **Detroit Edison Company**

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

City of Detroit
County of Wayne
Michigan

In private property, in, Westfield Street East
of Robson Street, with

3 - #6 TBWP wires, 120/240 volts

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

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

Given under our hands and the Official Seal of this Commission at the City of Lansing, State of Michigan, this **21st** day of **August** A. D. 19 **46**

MICHIGAN PUBLIC SERVICE COMMISSION

By

(SEAL)

W. J. McBREARTY

Chairman,

H. E. KING

Commissioner,

S. L. MARSHALL

Commissioner,

J. H. SCHOUTEN

Commissioner,

G. T. SHILSON

Commissioner.

Countersigned:

S. A. LUND

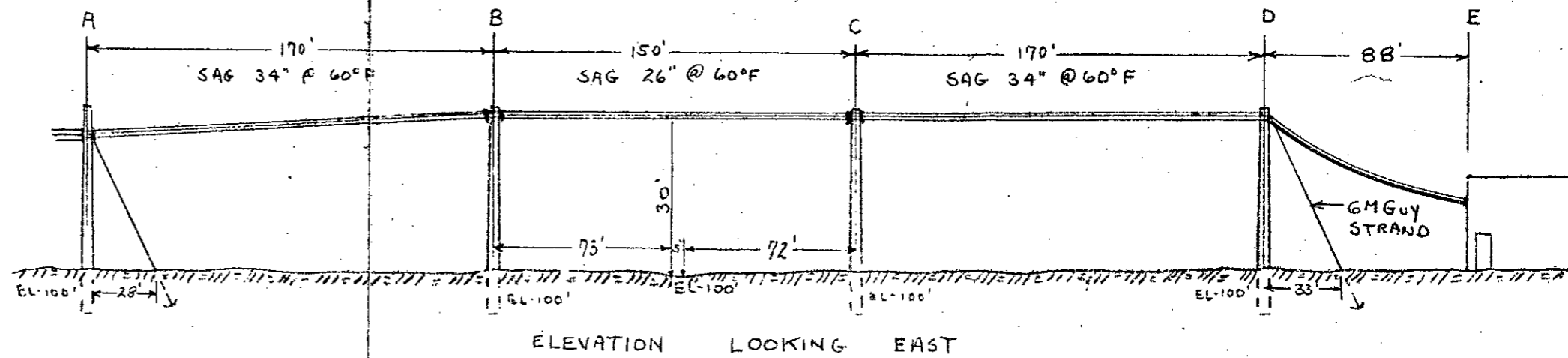
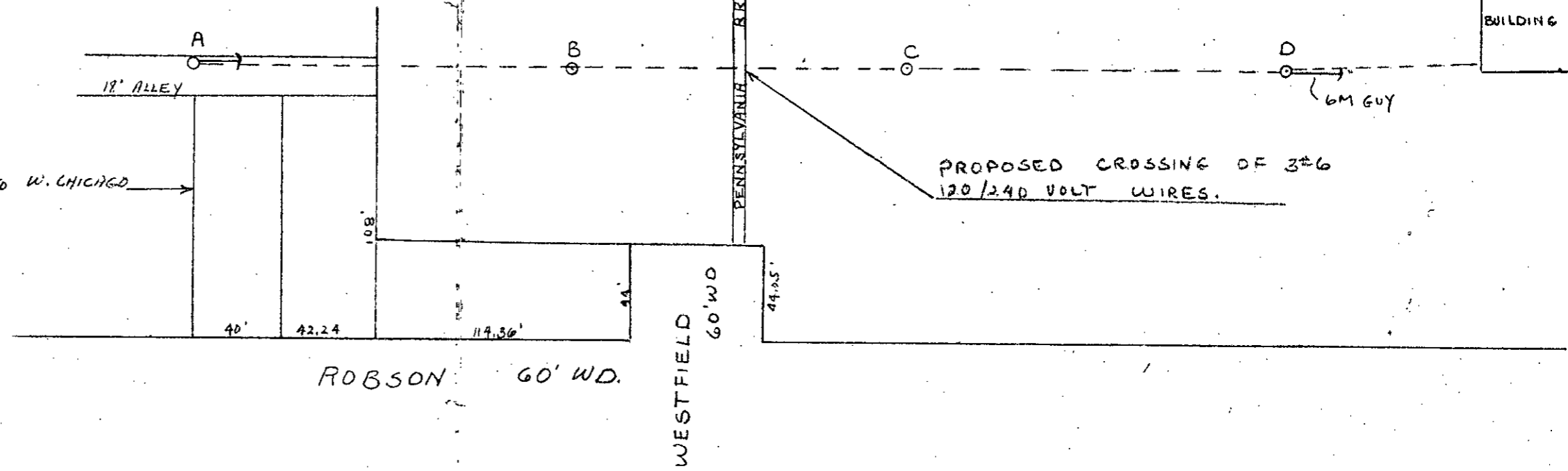
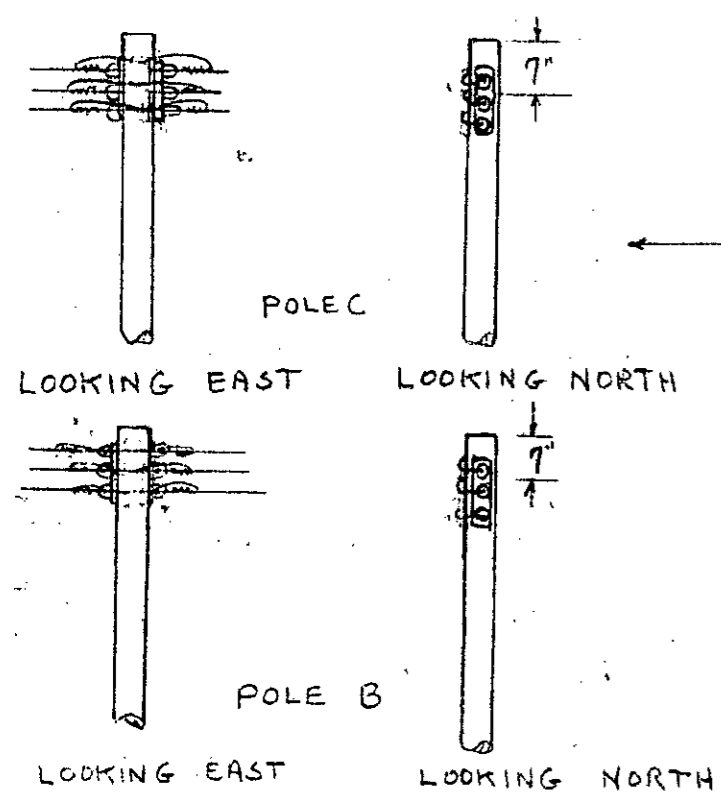
Secretary

RECORDED R/W FILE NO. 11433

PROPOSED LINE CROSSING OVER PENNSYLVANIA R. R. EXISTING PERMIT NUMBER NEW CROSSING
 IN PRIVATE PROPERTY WESTFIELD EAST OF ROBSON CITY OF DETROIT
 SECTION _____ TOWNSHIP _____ T _____ R _____ COUNTY WAYNE

PURPOSE OF LINE
 EXTENSION OF SECONDARY DISTRIBUTION
 TO SERVE NEW CUSTOMER.

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 23, 1939.		NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 WILL BE COMPLIED WITH.		3	6	TBWP	120/240	A	40	5	W. CEDAR
						B	40	4	" "
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WIRES OVER R. R. SIGNAL	0 - 500 VOLTS	2 FT.							
	500 - 7500 VOLTS	4 FT.							
	24000 VOLTS	6 FT.							
		DRAWN BY WENGER ENGINEERING DIVISION				DATE 8-1-46			
		ESTIMATOR MASON OVERHEAD LINES DEPT.				DETROIT			



APPROVED
 FOR
 MICHIGAN PUBLIC SERVICE
 COMMISSION
J. W. Kuehnig
 CHIEF ENGINEER
 FILE E02-T-1766 DATE 8-19-46

Prm no 11433 - 2-1-47
2-8-1766
W. L. P. D.