

CORPORATE REAL ESTATE SERVICES

Project No.: BW9734  
Location Project No.: BW9734  
R/W No.: RX258

Date: January 1, 1997  
To: Jocelyn C. McKeldin  
Records Center  
From: Tom Wilson *SW*  
Subject: Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated November 25, 1996, to the Consolidated Rail Corporation, to revise the above mentioned crossing in the NE 1/4 of Section 25, City of Trenton, Monguagon Township, Wayne County, Michigan.

The Transmission area is notified to revise 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 Record Center File No. 12424.

Attachments

cc: A. Meeker

12424  
12424



2000 2nd Avenue  
Detroit, Michigan 48226-1279

CORPORATE REAL ESTATE SERVICES

November 25, 1996

Mr. M.C. McMaster  
Area Engineers Office  
Consolidated Rail Corporation  
17301 Michigan Avenue  
Dearborn, Michigan 48126

Re: Wire Crossing Notification

Dear Mr. McMaster:

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 NE ¼ of Section 25, City of Trenton, Monguagon Township, Wayne County, Michigan, as described on the enclosed drawings and information forms.

1. Location: Approximately 1,040' South of Van Horn.
2. Detroit Edison Project and Crossing Nos.: BW9734, RX2589
3. This is a reconstruction of an existing crossing (Previous Conrail Permit No. 43995652 /Date: June 9, 1949. Information on this crossing is retained in Edison ROW File No. 12424.
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 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  
Real Estate Associate II  
Room 2310 WCB

cc: A. Meeker  
Attachments

Certified Mail  
Return Receipt Requested

12424  
RECORDED  
INDEXED

# Detroit Edison

## Corporate Real Estate Services Railroad Encroachment Application

Railroad Name <b>Conrail</b>				Department Order	
Row No. (information on existing rights of way available from Record Center) <b>RX2589</b>		New or existing RX No. <b>RX2589A</b>		Encroachment (Length in Feet)	
Location City/Township(s) <b>TRENTON</b>		Town(s) <b>T-</b>	Range(s) <b>R-</b>	Country(s) <b>WAYNE</b>	1/4 Section(2) <b>NE</b>
Section(s) <b>25</b>					
Location Description of Encroachment <b>1040' SOUTH OF VAN HORN</b>					
Check appropriate box					
<input type="checkbox"/> Crosses tracks within the public road right-of-way		<input checked="" type="checkbox"/> Crosses railroad land		<input type="checkbox"/> Is longitudinally on or over railroad land.	
<input type="checkbox"/> Provides service to the railroad					

### Facility Data (also detailed on attached drawings)

Existing State Permit No.				Date				Railroad Mile Post (Number)				Distance to Crossing Mile Post (in feet) <b>ft.</b>			
<b>Existing</b>								<b>Proposed</b>							
Type of Structure <input type="checkbox"/> Wood <input checked="" type="checkbox"/> Steel								Type of Structure <input type="checkbox"/> Wood <input checked="" type="checkbox"/> Steel							
Conductors				Poles/Towers				Conductors				Poles/Towers			
Span	No/Size	Kind	Voltage	Loc.	Height	Class	Span	No/Size	Kind	Voltage	Loc.	Height	Class		
491'	3/0	CU	120KV	1410			491'	477	ACSR	120KV	1410				
				1411							1411				

Explanation of Line Changes (continue on separate sheet if necessary)

### RECONDUCTORING

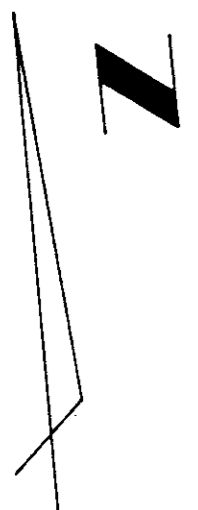
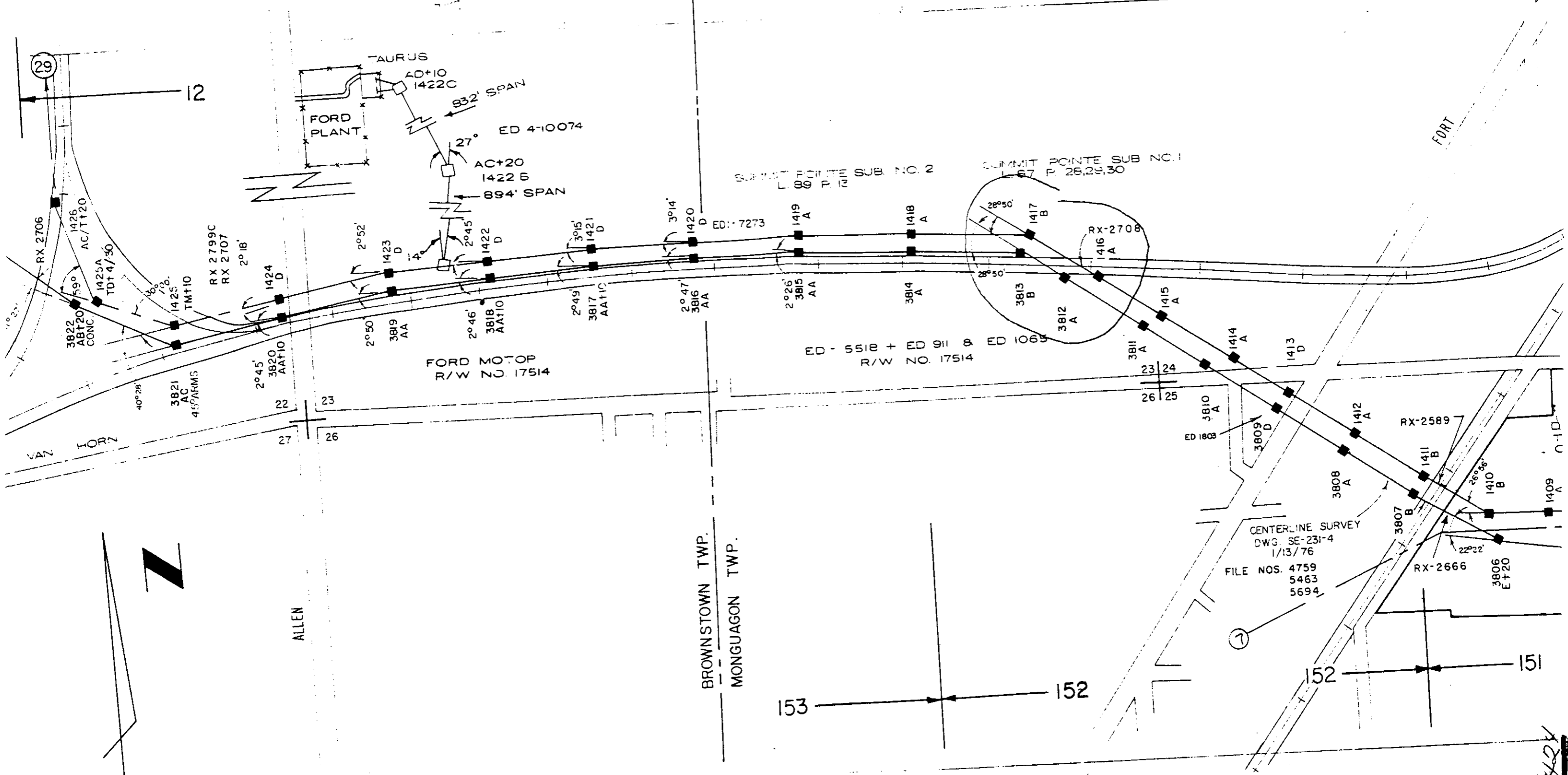
### Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60 F sag. (If different indicate on drawings) <b>35'</b>	From Top of Rail to Final Sag	<b>51'2"</b> Ft.
	From Detroit Edison wire to Railroad Communication or Signal Lines	Ft.

Materials and clearances shall be noted in the current revision of Detroit Edison's Overhead Lines Construction Standards Manual at Railroad Crossings. Due to field conditions actual dimensions may vary from those indicated.

Designed By <b>A. MEEKER</b>	Date <b>10-31-96</b>	Checked By <i>David Doubly</i>	Date <b>10-30-96</b>
Company Location <b>662 G.O.</b>	Phone No. <b>1-313-235-8592</b>		

RECORDED FILED IN 1040



RECORDED RIGHT OF WAY NO. 17514

# THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

1949 JUL 1 AM 10 25

TREASURER'S OFFICE

June 30, 1949

MR. A. S. ALBRIGHT, Treasurer  
1010 General Offices


RE: RAILROAD CROSSING - NEW YORK CENTRAL  
SYSTEM - VILLAGE OF TRENTON, WAYNE  
COUNTY, MICHIGAN.

Attached for the General Files is fully executed copy of agree-  
ment (N.Y.C. Registry No. 20293-587), covering crossing over  
tracks of the New York Central System in private property at a  
point 1040 ft. South of Van Horn Road, West of Lathrop, in the  
Village of Trenton, Wayne County, Michigan, as shown on our  
Plan RX-2589.

The agreement is dated June 9, 1949, and calls for a rental of  
\$21.00 per annum.

\* The above agreement replaces agreement covering crossings at  
this same location (Right-of-Way No. 6081) and, inasmuch as we  
have given the New York Central System the required 30-days'  
notice of cancellation of same, we would appreciate your mark-  
ing your records accordingly.

\* Rental of 28<sup>00</sup> paid for 1949.  
Credit to be followed up

  
Right-of-Way Agent

R. H. Taylor/hb  
cc-Mr. John T. Ivers (812 G.O.)  
Mr. W. C. Koenig (652 S.B.)

*N.L.F.*  
*OK*  
*W.C.*  
*W.C.K.*  
*C.W.R.*

*Right of Way*  
*7-14-49*  
*JMS*

RIGHT OF WAY FILE NO. 12424

GENERAL FILES
RECEIVED JUL 13 1949
CLASSIFICATION:
R/W 12424

**This Agreement,** made this **9th** day  
of **June** 19**49**, between THE NEW YORK CENTRAL RAILROAD

COMPANY, ~~Lessee of~~  
hereinafter called First Party, and **THE DETROIT EDISON COMPANY, a New York corporation,**  
**(address: 2000 Second Avenue, Detroit 26, Michigan,)**

hereinafter called Second Party,

**Witnesseth,**

that First Party, for and in consideration of the sum of ~~Forty-five (\$45.00)~~ dollars to it paid by Second Party, ~~the receipt whereof is hereby acknowledged,~~ hereby licenses and permits, but without warranty, the Second Party, upon condition that Second Party faithfully keep and perform the covenants and agreements herein provided to be kept and performed by Second Party, and not otherwise, to **construct, maintain, operate and use a transmission line, consisting of 6 - #3/0 stranded, bare ED copper wires to carry 120,000 volts, and 1 - #3/0 stranded, ED copper ground wire, over and across the right-of-way and track of the Detroit Branch of First Party at a point approximately 1040 feet South of the center line of Van Horn Road, West of Lathrop Road, in the City of Trenton, Wayne County, Michigan; said transmission line to be constructed between the points marked A and B upon the blue print from First Party's plan, designated "EC 64-18," hereto attached and hereby made a part hereof;**

RIGHT OF WAY FILE NO. 12424

~~and at the point shown upon the map or blueprint thereof, designated which is hereto attached and hereby made a part of this instrument,~~ all of which is hereinafter referred to as the "WORK," upon the following terms and conditions, all of which Second Party covenants and agrees to keep, abide by and perform:

FIRST: Said WORK shall be done at such time or times, in such manner, with such material and under such general conditions as shall be satisfactory to and approved by the Chief Engineer of First Party, or his duly authorized agent, and shall be so placed, maintained and operated by the Second Party as not in any way in the judgment of the First Party to interfere with the proper and safe operation, use and enjoyment of the property and railroad of the First Party or the poles, circuits or other equipment of The Western Union Telegraph Company or other telegraph, telephone or power company located on the property of the First Party. Second Party shall after the doing of said WORK restore the premises of First Party to the same or as good a condition as they were in prior to the commencement of the doing of said WORK.

SECOND: All the work to be done by Second Party, or by the contractors, agents or servants of Second Party, in connection with the doing of said WORK, or in connection with the repair, renewal or maintenance thereof, shall be done at the sole risk and expense of Second Party, and the cost of all work done by First Party in connection therewith, the checking of plans and the wages of any inspectors or watchmen which, in the judgment of the said Chief Engineer of First Party, may be required during the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, for the proper and safe protection of the property, traffic and business of First Party, shall be paid to First Party by Second Party, upon bills being rendered therefor.

THIRD: First Party may, at its election, do all the work within the exterior lines of its lands in connection with or necessary for the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, through its lands and across its roadway and tracks, and all of said WORK shall be paid for by Second Party as hereinbefore provided.

FOURTH: Second Party shall, if requested so to do by First Party, advance to First Party the estimated cost of said WORK, and upon the completion of said WORK, the unexpended balance, if any, shall be returned to Second Party, or if the sum advanced by Second Party to First Party is insufficient to pay for the cost of said WORK, then Second Party shall pay to First Party such additional sum as was necessary to complete said WORK, upon being furnished by First Party with a detailed statement of the amount and cost of such additional work.

FIFTH: Whenever it may be necessary to make any repairs to or renewals of said WORK in or upon the premises of First Party, such repairs or renewals shall be made under the supervision and control of said Chief Engineer of First Party, or his duly authorized agent, at the sole expense of Second Party, in such a manner as to interfere as little as possible with the premises, property and business of First Party, and Second Party shall, at the cost and expense of Second Party, restore the premises of First Party to the same or as good a condition as they were in prior to the making of such repairs or renewals; or First Party may, at its election, make such repairs or renewals, and the expense thereof shall be paid to it by Second Party, as hereinbefore provided.

SIXTH: Second Party shall and will at all times hereafter indemnify and save harmless First Party from and against any and all detriment, damages, losses, claims, demands, suits, costs, or expenses which First Party may suffer, sustain, or be subject to, directly or indirectly, caused either wholly or in part by reason of the location, construction, maintenance, use or presence of said WORK as permitted by this license or resulting from the removal thereof.

SEVENTH: This agreement and license and privilege it confers may be revoked and terminated at the option of First Party at any time by giving thirty (30) days' written notice to Second Party or by posting such notice in a conspicuous place where said WORK has been done; and upon the expiration of said thirty (30) days after service of such notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and thereupon, Second Party shall remove said WORK from the premises of First Party and restore same to their former condition at the expense of Second Party, or on the failure of Second Party so to do, First Party may remove said WORK at the expense of Second Party, which the latter hereby expressly agrees to pay on demand.

RIGHT OF WAY FILE NO.

12424

EIGHTH: It is understood and agreed by and between the parties hereto that if, at any time or times hereafter, First Party shall desire to make any changes in its tracks, structures, roadbed or other facilities at the point of crossing, or make any changes whatever, in, to, upon, over or under the premises owned, controlled or leased by said First Party, and crossed or in any way affected by the WORK of Second Party under this agreement, then Second Party shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from First Party make such changes in the location or construction of its said WORK, as in the judgment of the Chief Engineer of First Party may be necessary to accommodate any future construction, improvements or changes of said First Party.

NINTH: It is agreed that in no event shall any wires, pipes or other structures, except those herein mentioned and shown on the blueprint hereto attached, be strung or placed across the tracks or upon the property of First Party, without express permission so to do, in writing from said First Party, to that effect; and that in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission for the stringing or placing of such additional wires, pipes or other structures, apply to and cover the same with the same effect as if the right to string or place them had been incorporated in this agreement.

TENTH: It is understood and agreed by and between the parties hereto, that if at any time during the continuance of this agreement, Second Party hereto removes, abandons or discontinues the use of the WORK hereinabove referred to, this agreement and all rights hereby conferred upon said Second Party shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other or further action on the part of either party; and Second Party covenants and agrees that, in case the said WORK hereinabove referred to is at any time during the continuance of this agreement discontinued or abandoned, said Second Party shall, within sixty (60) days after the abandonment or discontinuance of said WORK, actually remove said WORK from the premises of First Party hereto, or cause it to be removed, and, if, after the expiration of said sixty (60) days, the said WORK is not actually removed, it is understood that First Party hereto may forthwith remove the same at the risk and expense of Second Party, and without being in any manner liable to said Second Party for such removal, and Second Party covenants and agrees to pay to First Party hereto the cost of such removal upon bill therefor rendered to Second Party.

**ELEVENTH: Second Party hereby agrees to pay to First Party, upon presentation of bills, the sum of Twenty-one Dollars (\$21.00) per annum, beginning on the first day of June, 1949, and thereafter on the first day of each successive one (1) year period during the term and continuance of this agreement.**

RIGHT OF WAY FILE NO. 12424



The covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of, the ~~heirs, executors, administrators,~~ successors and assigns of the parties hereto respectively.

**In Witness Whereof,** the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

THE NEW YORK CENTRAL RAILROAD COMPANY,

Lessee of \_\_\_\_\_

Approved.

*W. H. Messer*  
District Engineer.

By \_\_\_\_\_

*R. B. Rice*  
Real Estate and Tax Agent.

THE DISTRICT ENGINEER COMPANY,

\_\_\_\_\_

*M. H. H.*

*D. H. Taylor*

Right-of-Way Agent

RIGHT OF WAY FILE NO. 13424

**LEGEND**  
Proposed Crossing  
marked A-B

0800  
Wires to be  
removed

0602

→ To Toledo

10400' fNYCRR Signal Wires  
fNYCRR comm. Line

fD.E. Line LATHROP ROAD

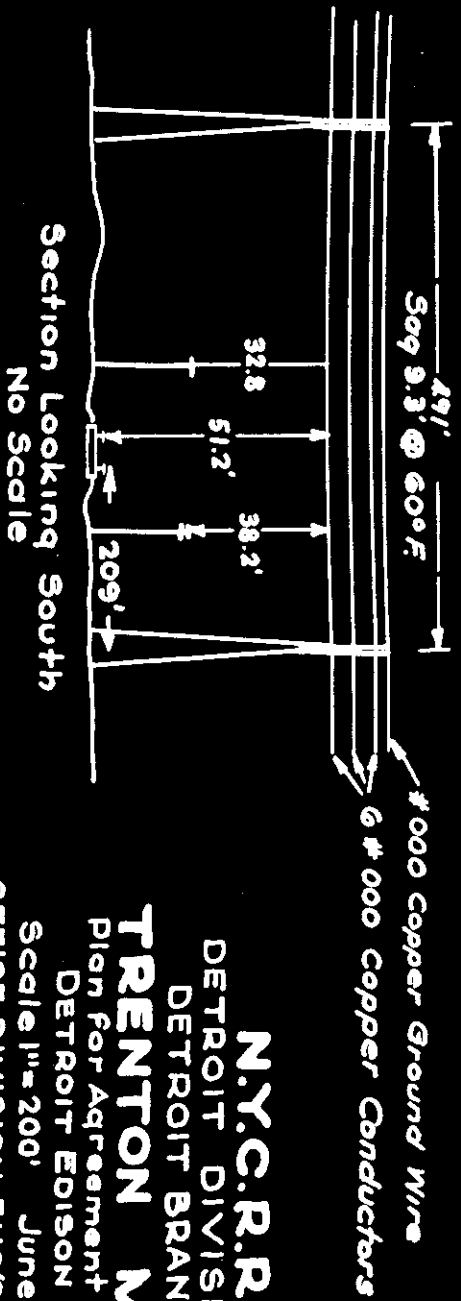
To Detroit →

10400'

VAN HORN ROAD

Existing Line  
Temporarily De-energized

Trenton Channel - Warren #  
5 & 6 120 K.V.



**N.Y.C.R.R.**  
DETROIT DIVISION  
DETROIT BRANCH  
**TRENTON MICH.**  
Plan for Agreement with the  
DETROIT EDISON CO.  
Scale 1"=200' June 3, 1949  
OFFICE DIVISION ENGR.-DETROIT

MC 64-18

# NEW YORK CENTRAL SYSTEM



R. B. RICE  
REAL ESTATE AND TAX AGENT

DETROIT 16, MICH.

May 28th, 1949

The Detroit Edison Company,  
2000 Second Avenue,  
Detroit 26, Michigan.

Att: Mr. R. H. Taylor  
Right-of-Way Agent

Gentlemen: \*

Referring to your application of May 12th, 1949, for permission  
to string:

- 6 - #000 stranded, bare, HD copper wires, and
- 1 - #000 stranded, bare, HD copper wire, grd.,

to carry 120,000 volts, over this Company's track and private right-of-way  
at a point approximately 1040 feet South of Van Horn Road, west Lathrop Road,  
in the City of Trenton, Monguagon Township, T 4 S, R 10 E, NorthWest  $\frac{1}{4}$  of  
Section 25, Wayne County, Michigan;

The New York Central Railroad Company, hereby waives hearing in  
regard to your Company making the above mentioned crossing, provided the  
work is done in a safe and satisfactory manner and subject to specifications  
of the Michigan Public Service Commission.

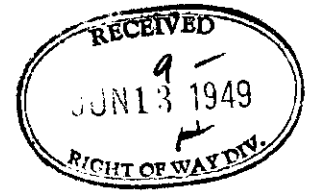
Inasmuch as these wires will cross over our private right-of-way  
our usual agreement will be prepared and submitted to you for execution in  
due course.

This is to certify that the above  
mentioned crossing is in accordance with  
the provisions of the Michigan Public  
Service Commission's order of May 12, 1949  
permitting the crossing of the Detroit Edison  
Company's wires over the New York Central  
Railroad Company's tracks.

THE NEW YORK CENTRAL RAILROAD COMPANY,  
  
(Sgd) R. B. Rice  
By \_\_\_\_\_  
Real Estate & Tax Agent

12424

In



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 a wire crossing  
Permit No. ED2-8-2331

with the original Permit  
recorded in ED2-8-2331

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 ninth

day of June in the year of our Lord

one thousand nine hundred forth-nine

Secretary Michigan Public Service Commission

RECORDED INDEXED FILE NO. 12424

STATE OF MICHIGAN  
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Wire-Crossing Permit No. ED2-5-2331

In Re Application of **Detroit Edison Company**  
**2000 Second Avenue**  
**Detroit 26, 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

**New York Central Railroad System**

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 Trenton**  
**County of Wayne**  
**Michigan**

**In private property at a point approx. 1040' south**  
**of Van Horn Rd., west of Lathrop Road, with:**  
**6 - #000 stranded, bare, hand-drawn copper**  
**conductors - 120,000 voltage**  
**1 - grd. wire - #000 stranded, bare, hand-**  
**drawn copper**

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 Mich-  
igan, this **ninth** day of **June**  
A. D. 19 **49**

MICHIGAN PUBLIC SERVICE COMMISSION

By

(SEAL)

**S. B. White**

Chairman,

**S. L. Marshall**

Commissioner,

**H. L. Woolfenden**

Commissioner.

Countersigned

**B. A. Lund**

Secretary



RECORDED FIRST OF MAY NO. 12424

DATA SHEET TO ACCOMPANY DRAWING RX-6589

Name of Company

The Detroit Edison Company.

Name and Location of Crossing

Proposed to install one tower line consisting of two circuits of the Trenton Chanrel-Warren line; over the tracks of the New York Central Railroad at a point approximately 1040' south of Van Horn road, west Lathrop Road. In City of Trenton, Monguagon Township, T&S, R10E, N.W. 1/4 Sec. 25, Wayne County, Michigan

Circuits

Two 120,000 volt, 60 cycle, 3 wire, 3 phase circuits with one ground wire.

Poles and Crossarms

Steel towers and crossarms as per attached photostate T-2057.

Conductor's

This tower line will consist of 6 conductors and one ground wire of #000 stranded, bare, hard drawn copper.

Guy and Guy Attachments - none.

Guy Clamps - None.

Guy Insulators - None.

Guy Anchors - None.

Anchor Rods - None.

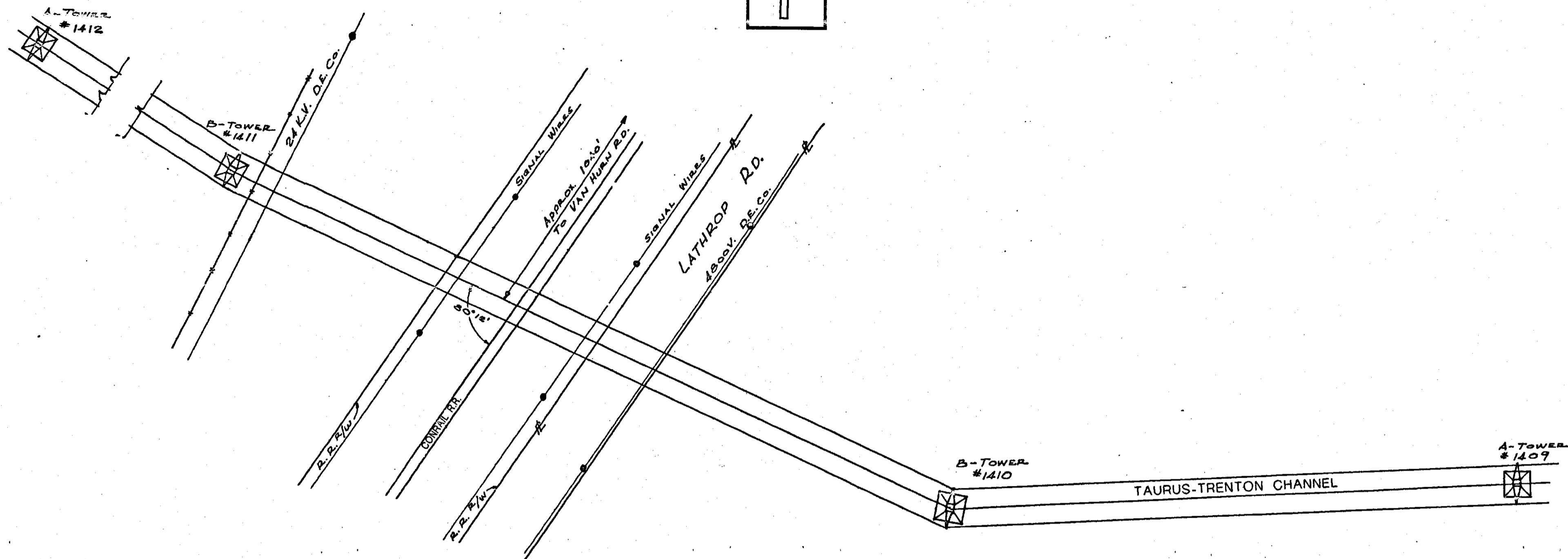
Engineering Division

JSW:ad

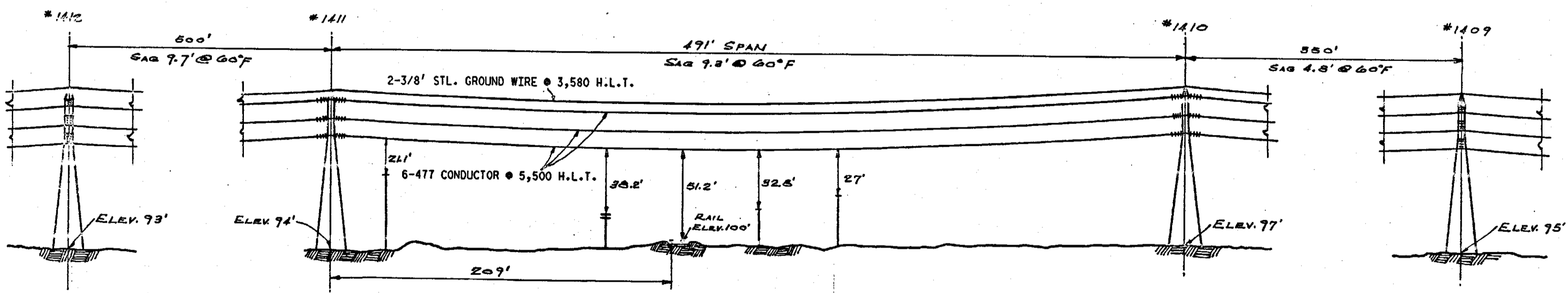
4-27-49

RECORDED RIGHT OF WAY NO.

12424



PLAN OF CROSSING 1"=50'



ELEVATION OF CROSSING 1"=50'

THE DETROIT EDISON COMPANY		
SPE - ARCHITECTURAL/CIVIL/TOWERS		
RAILROAD CROSSING PLAN		
CONRAIL		
TRENTON	WAYNE CO.	
120,000 VOLT		1" = 100'
D. DOUBLEY	10-25-96	RX-2589A
A. MEEKER		

ARCHITECTURAL/CIVIL/TOWERS  
 c:\dgn\rx2589a.dgn  
 8-NOV-1996 14:56 /AMEEKER