

# LICENSE FOR OVERHEAD WIRE LINE

**This Agreement**, Made and entered into this 10<sup>th</sup> day of Sept A. D. 1949  
 by and between **THE ANN ARBOR** ~~WABASH~~ **RAILROAD COMPANY**, party of the first part (hereinafter called the ~~Wabash~~ **Ann Arbor**), and  
**DETROIT EDISON COMPANY** of **Detroit** in the  
 State of **Michigan**, party of the second part (hereinafter called the Utility),

WITNESSETH: That, for and in consideration of the sum of  
**Fifteen and no/100-----Dollars (\$ 15.00 )**, (in advance), **preparation**  
**Ann Arbor** **fee**  
 , to be paid by the Utility to the ~~Wabash~~ **Ann Arbor** (~~receipt of which is hereby ack-~~  
~~nowledged~~), and the covenants, agreements and undertakings of the Utility hereinafter contained, the ~~Wabash~~ **Ann Arbor** hereby  
 grants unto the Utility the license and permission to construct, operate, use and thereafter maintain or remove an  
 overhead wire line over, along or across the right of way and across the tracks of the ~~Wabash~~ **Ann Arbor** as follows:

An overhead electrical transmission line, consisting of  
 two #4 A.C.S.R. conductors carrying 4800 volts, over the  
 tracks and across the right of way at a point approximately  
 one mile south of Hamburg, Michigan,

as shown in brown line on print dated **July 16, 1949** attached hereto and hereby made a part  
 of this agreement.

**First:** Where the wire line and appurtenances are located on or across the ~~Wabash's~~ **Ann Arbor's** property, the construc-  
 tion, operation and maintenance must comply with the state laws, local ordinances, the National Electrical Safety  
 Code, or regulations of any competent public authority, and in accordance with the details shown **on print**

**marked RX-2605** attached hereto and hereby made a part of this agreement.

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**Second:** The Utility shall pay all costs and expenses incident to or connected with changes, additions or relocations of poles, wires, appurtenances or other facilities of the ~~Wabash~~ <sup>Ann Arbor</sup> its lessees and licensees, including such special protective devices, as shall be necessary in the judgment of the Superintendent of Telegraph of the ~~Wabash~~ <sup>Ann Arbor</sup> by reason of the construction of the Utility's wire line.

**Third:** Before beginning any work in connection with the construction of said wire line, insofar as it will affect the property, equipment or operations of the ~~Wabash~~ <sup>Ann Arbor</sup>, the Superintendent of Telegraph of the ~~Wabash~~ <sup>Ann Arbor</sup> shall be notified, in order that he may be present in person or by a representative to see that the material and work meet with the approval of the ~~Wabash~~ <sup>Ann Arbor</sup>.

**Fourth:** The Utility shall not increase the voltage, or construct additional wires, other than as specified or shown herein, without the written consent of the ~~Wabash~~ <sup>Ann Arbor</sup>.

**Fifth:** If the operation or maintenance of the Utility's wire line should at any time cause inductive or physical interference with the telegraph, telephone, or signal circuits, wires, appurtenances or facilities of the ~~Wabash~~ <sup>Ann Arbor</sup>, its lessees or licensees, now or hereafter located on the ~~Wabash~~ <sup>Ann Arbor</sup>'s right of way, as well as owned or leased property, the Utility agrees, to immediately at its own cost and expense make such changes in its own wire line, or furnish and install for the ~~Wabash~~ <sup>Ann Arbor</sup>, its lessees and licensees, such protective devices as shall be necessary in the judgment of the Superintendent of Telegraph of the ~~Wabash~~ <sup>Ann Arbor</sup> to eliminate such interference.

The Utility shall not operate its wire line, or any part thereof, under fault, when to do so would cause interference with telegraph, telephone, signal circuits, wires, appurtenances or facilities of the ~~Wabash~~ <sup>Ann Arbor</sup>, its lessees and licensees now or hereafter located on the ~~Wabash~~ <sup>Ann Arbor</sup>'s right of way as well as on owned or leased property.

**Sixth:** In the event that the ~~Wabash~~ <sup>Ann Arbor</sup> shall, at any time or times in the future, desire or be required to change the grade or location of the railroad tracks, wires, poles, appurtenances or any facilities of the ~~Wabash~~ <sup>Ann Arbor</sup>, its lessees and licensees, or make any additions thereto, the Utility agrees that, upon the written request of the ~~Wabash~~ <sup>Ann Arbor</sup>, it will immediately, at its own cost and expense, make such changes in the said wire line as shall be necessary in the judgment of the Superintendent of Telegraph of the ~~Wabash~~ <sup>Ann Arbor</sup> to provide for safe and proper construction, reconstruction, maintenance and operation of circuits and lines of the ~~Wabash~~ <sup>Ann Arbor</sup>, its lessees and licensees. If the Utility shall fail to comply with any such request within ten (10) days, the ~~Wabash~~ <sup>Ann Arbor</sup> shall have the right to make such changes at the risk and expense of the Utility.

**Seventh:** As a part of the consideration for the grant herein made to it by the ~~Wabash~~ <sup>Ann Arbor</sup>, the Utility assumes the risk of, and covenants and agrees that it will save harmless the ~~Wabash~~ <sup>Ann Arbor</sup> and indemnify it against, any and all losses, damages, recoveries, costs and expenses for injury to or death of any person or persons whomsoever, or loss or destruction of, or damage to any property whatsoever (including both parties hereto and their employes and property, its lessees and licensees) arising or growing out of, directly, or indirectly, the construction, use, existence, operation, or maintenance of the said wire line on the right of way of the ~~Wabash~~ <sup>Ann Arbor</sup>, or its removal therefrom, unless caused by the sole negligence of the ~~Wabash~~ <sup>Ann Arbor</sup>, its agents or servants.

**Eighth:** The Utility shall not sublet, assign or transfer its rights, covered by this agreement, without the written consent of the ~~Wabash~~ <sup>Ann Arbor</sup>.

**Ninth:** This agreement shall inure to the benefit of and be binding on the successors and assigns of the parties hereto respectively.

**Tenth:** It is understood and agreed that the term "lessees or licensees", wherever used herein, shall be construed as including any party or parties having an agreement or agreements with the ~~Wabash~~ <sup>Ann Arbor</sup> to construct, use, maintain or operate pole or wire lines on the ~~Wabash~~ <sup>Ann Arbor</sup>'s owned or leased right of way.

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**Eleventh:** This agreement shall take effect on the date hereof and continue in force until terminated by either party giving to the other party hereto sixty (60) days' written notice of its intention to terminate the same, and the Utility covenants and agrees that it will, within the said sixty (60) day period fixed in said notice, remove its property from the right of way of the ~~Wabash~~ <sup>Ann Arbor</sup>, the provisions of this agreement to remain in full force and effect until such removal has been made.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by their respective proper officers thereunto duly authorized, the day and year first above written.

THE ANN ARBOR RAILROAD COMPANY	
Approvals	
.....	
.....	Superintendent
.....	Gen'l. Supt. M. P.
.....	Land & Tax Commissioner
.....	Chief Engineer
.....	Purchasing Agent
.....	General Counsel
.....	Vice-Pres. Traffic
.....	Vice-Pres. & Gen. Mgr.
.....	Comptroller

**THE ANN ARBOR**  
~~WABASH~~ RAILROAD COMPANY

By *[Signature]*  
Land & Tax Commissioner

**DETROIT EDISON COMPANY**

By *[Signature]*  
**RIGHT OF WAY AGENT**

RIGHT OF WAY FILE NO.

12634

*[Handwritten initials]*  
*[Handwritten signature]*

T. J. Rice

3073+21.9-PC

TO TOLEDO

3082+20 - F.C. - 12

$\Delta$  = 29.02  
= 55.00  
= 97.71

3088+39 - P.T.

BR 58.55

12" x 84" V.C.P. 3091+50

M. H. Rice

Douglas S. Hall

SILVER LAKE

RIGHT OF WAY FILE NO. 12654

Overhead Wire Crossing

3102+40  $\pm$  24' x ing # 58.76  
Std. Refl. Signs

H. A. Beach

3110+44.6 P.S. # 72

3115+20

59

3115+87  $\pm$  16' x ing # 59.02  
Std. Refl. Signs

TO FRYSDALE

Exhibit #1  
THE ANN ARBOR RAILROAD COMPANY  
Hamburg Michigan  
Livingston County  
Print to accompany agreement with  
Detroit Edison Company account  
overhead wire crossing.  
Office of Division Engineer  
Scale 1"=400' July 16, 1949

E. M. Hall

HBG 30

RECEIVED  
MICHIGAN PUBLIC SERVICE  
COMMISSION  
JUL 14 1949  
SECRETARY'S OFFICE

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

PUBLIC UTILITIES  
Tel. .... Gas .....  
Elec. .... Adm. ....  
JUL 14 1949  
Fund A. .... Bond V. ....  
Tos. ....

Michigan Public Service Commission  
Lansing 13, Michigan

June 24, 1949  
Mailed 7/13/49

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Ann Arbor Railroad, in N.E. 1/4 of Section 36, Hamburg Township, Livingston County, T-1N, R-5E.

2 #4 ACSR - 4800 volt wires over the tracks of the Ann Arbor Railroad located in private property at a point 535 feet south of Hall Road, approximately 1 mile south of the Village of Hamburg.

The proposed wire crossing will be constructed in accordance with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the Michigan Public Service Commission on July 19, 1939, file ED 2-9.01.

- Enclosed is a waiver of hearing granted by the Railroad Company.
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. \_\_\_\_\_ dated \_\_\_\_\_
- This is a new crossing.

Reference number of construction drawing is RX - 2605

Yours very truly,

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

Permit No. ED2-8-2362

Date July 19, 1949

By *W. W. Thompson*

Director of Public Utilities

Check in square indicates statement applicable.

12654

PROPOSED LINE CROSSING OVER THE R.R. EXISTING PERMIT NUMBER 1000  
 IN TOWNSHIP 36 S. RANGE 18 E. COUNTY 56 W. CITY OF DETROIT  
 SECTION 36 1/2 SEC 36 TOWNSHIP 36 S. RANGE 18 E. COUNTY 56 W.

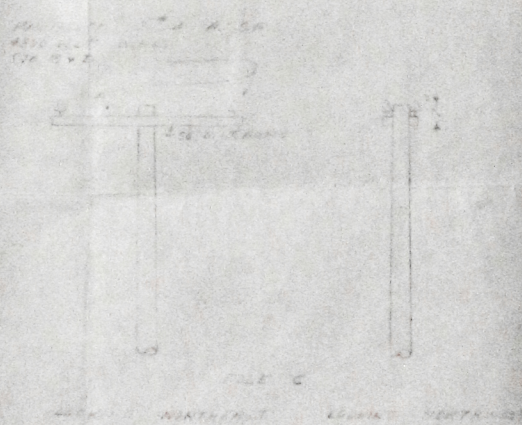
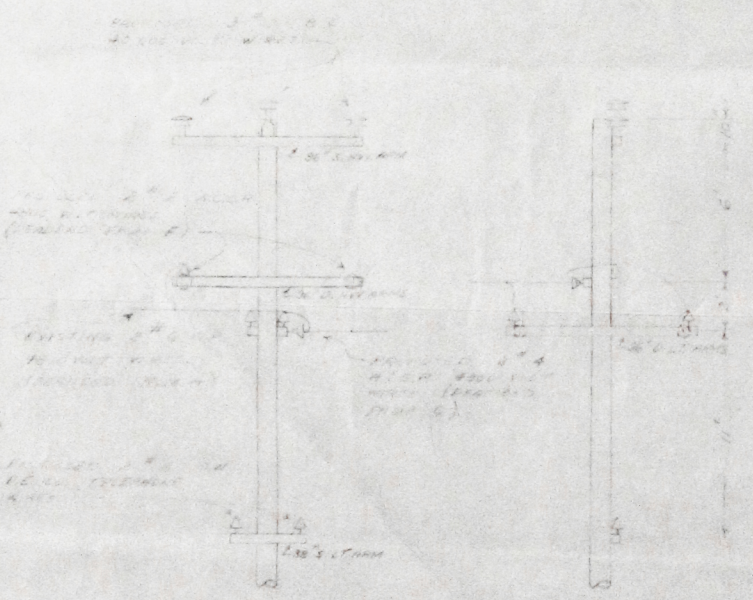
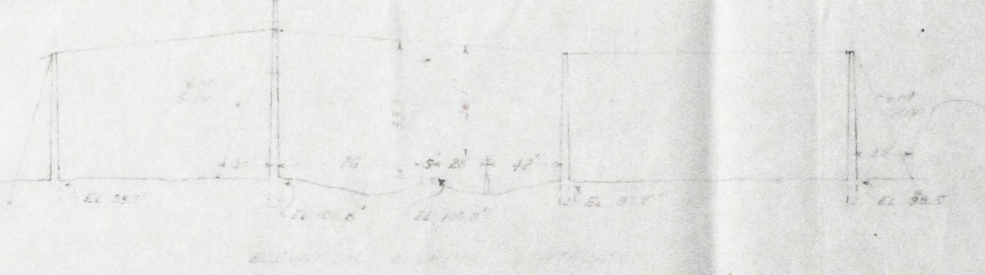
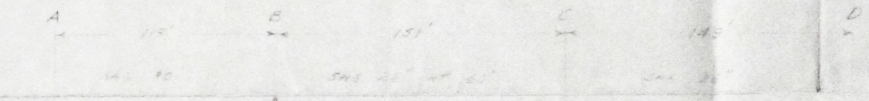
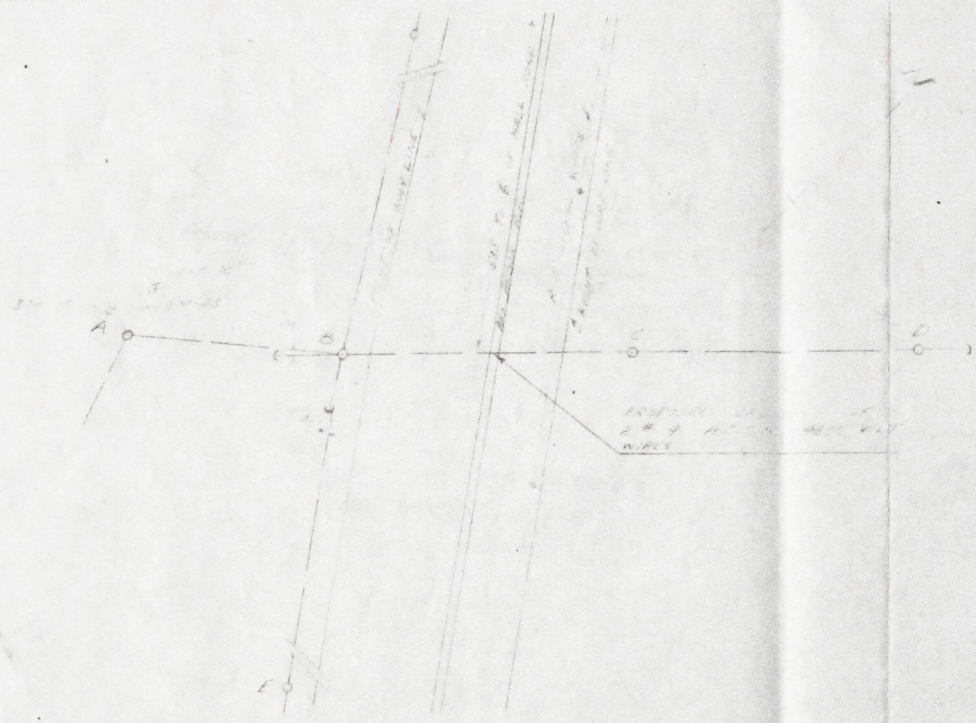
**NOTES**  
 MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.  
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1873 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

**MINIMUM CLEARANCES**

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

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
2	2 # 4	ALUMINUM	24000				

DRAWN BY [Signature] ENGINEERING DIVISION DATE 4/24/48  
 ESTIMATED BY [Signature] OVERHEAD LINES DEPT.



RIGHT OF WAY FILE No. 12654