### THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

June 11, 1969

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION

JUN 1 2 1969

PUBLIC UTILITIES DIVISION

ED2-8-6101 (8-17-67) #1
Permit No.ED2-8-6100 (8-17-67) #2

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:

	I,	Martin	a F. W	ider,	Supe	erintend	ent, '	Transmis	sion	Division
of The Det wire cross issued	roit ing.	Edison covered	Company by Wi	y, Detr re Cros	oit, sing	Michigan, Permit No	hereb	y certify	that	the
issued	/-Z1·	-07		, has	been	construc	ted in	accordan	ce wit	th
specificat	ions	of the	Michiga	an Publ	ic Se	rvice Com	missio	n and con	struct	tion
standards										
Commission										
maintained	l as p	rovided	l in su	ch spec	ifica	tions and	const	ruction s	tandar	rds.

Yours very truly,

Marty Mills

RX No. 2745A

Location Superior, Section 32

Washtenaw, County, Michigan

Railroad New York Central

W. of Superior Rd. and N of Huron

River Dr., NW of M.P. D312.

Subscribed and sworn to before me this

11th day of June , 19 69.

11th day of June , 19 69.

Notary Public, Wayne

County, Michigan.

My Commission expires February 11, 1973

IWG/snc

HB

Railroad File No. M-DE-666.

## INTERDEPARTMENT CORRESPONDENCE August 21, 1967

#### NOTICE OF PERMIT RECEIVED

TO: Mr. Mertin F. Wider, A-120 Warren Service Center
Overhead Lines Department  **M2-8-6101 (8-17-67) Crossin  Michigan Public Service Commission Permit*** *********************************
For crossing of steel tower tracks of
Location: Crossing No. 1 and Crossing No. 2 - At a point West of Superior Road and North of Maron River Drive.
City/Village
County Washtenew Crossing Plan No. RX-2745A
I. W. Genble/ak  Properties and Rights of Way Dept

CC-RAILROAD CROSSING ENGINEER, GENERAL ENGINEERING TRANSMISSION ENGINEER, GENERAL ENGINEERING

### INTERDEPARTMENT CORRESPONDENCE

August 18. 1967

	August 10, 1701
TO	RECORDS CENTER:
Atta	supplemental ached is fully executed copy of agreement peconix from:
Nev	w York Central System
Fac	cilities Covered: One 120,000 volt transmission circuit with one ground wire.
Spe	ecific Location: Crossings No. 1 and No. 2 - West of Superior Road and north of Huron River Drive.
	No. 1 1658+12 <sup>±</sup> No. 1 approx. 90 ft. N.W. of M.I  R. Valuation Station No. 2 1658+92 <sup>±</sup> Mile Post No. 2 approx. 150 ft. N.W. of M.  Township Superior. Section 32
Cit	R. Valuation Station No. 2 1658+92± Mile Post No. 2 approx. 150 ft. N.W. of M y/Village Township Superior, Section 32
Cit <sup>.</sup> Cot	R. Valuation Station No. 2 1658+92± Mile Post No. 2 approx. 150 ft. N.W. of M  y/Village Township Superior, Section 32  unty Washtenaw Detroit Edison Plan No. RX-2745A
Cit <sup>*</sup> Cot	R. Valuation Station No. 2 1658+92± Mile Post No. 2 approx. 150 ft. N.W. of M  y/Village Township Superior, Section 32  unty Washtenaw Detroit Edison Plan No. RX-2745A  pplemental recement/Resport Date July 26, 1967 R. R. Plan No. M-DE-666
Cit <sup>*</sup> Cou <b>Su</b> Agr	R. Valuation Station No. 2 1658+92± Mile Post No. 2 approx. 150 ft. N.W. of My/Village Township Superior, Section 32  unty Washtenaw Detroit Edison Plan No. RX-2745A  pplemental reement/Resource Date July 26, 1967 R. R. Plan No. M-DE-666  Increased to \$200.00 effective
Cit Cou <b>Sup</b> Agr	R. Valuation Station No. 2 1658+92± Mile Post No. 2 approx. 150 ft. N.W. of My/Village Township Superior, Section 32  unty Washtenaw Detroit Edison Plan No. RX-2745A  pplemental reement/Remain Date July 26, 1967 R. R. Plan No. M-DE-666  Increased to \$200.00 effective eparation Fee \$100.00 Annual Rental July 1, 1967.
Cit Cou Sur Agr Pre	R. Valuation Station No. 2 1658+92± Mile Post No. 2 approx. 150 ft. N.W. of My/Village TownshipSuperior, Section 32
Cit Cou <b>Sug</b> Agr Pre Sug Thi	R. Valuation Station No. 2 1658+92± Mile Post No. 2 approx. 150 ft. N.W. of My/Village TownshipSuperior, Section 32
Cit Cou Sup Agr Pre Sup Thi	R. Valuation Station No. 2 1658+92± Mile Post No. 2 approx. 150 ft. N.W. of My/Village TownshipSuperior, Section 32
Cit Cou Sup Agr Pre Sup Thi	R. Valuation Station No. 2 1658+92± Mile Post No. 2 approx. 150 ft. N.W. of My/Village TownshipSuperior, Section 32  unty Washtenaw
Cit Cou Sup Agr Pre Sup Thi	R. Valuation Station No. 2 1658+92± Mile Post No. 2 approx. 150 ft. N.W. of My/Village TownshipSuperior, Section 32  unty Washtenaw
Cit Cou Sup Agr Pre Sup Thi	R. Valuation Station No. 2 1658+92± Mile Post No. 2 approx. 150 ft. N.W. of My/Village TownshipSuperior, Section 32  unty Washtenaw
Cit Cou Sup Agr Pre Sup Thi	R. Valuation Station No. 2 1658+92± Mile Post No. 2 approx. 150 ft. N.W. of My/Village Township Superior, Section 32  unty Washtenaw Detroit Edison Plan No. RX-2745A  pplemental reement/Posmon Date July 26, 1967 R. R. R. Plan No. M-DE-666  Increased to \$200.00 effective sparation Fee \$100.00 Annual Rental July 1, 1967.  Deersedes and Cancels Agreement dated R/W No. Superior SEP Section 32  ached Grand Trunk Western Railroad Permit No. to be made a part of R/W 13623  RECORDS CENTER Railroad Permit No. Supervisor of Rights of Way Gamble, Supervisor of Rights of Way
Cit Cot Sur Agr Pre Sur Thi Att	R. Valuation Station No. 2 1658+92± Mile Post No. 2 approx. 150 ft. N.W. of My/Village TownshipSuperior. Section 32  unty Washtenaw

## THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

August 15, 1967

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 New York Central Railroad located in Section 32, Superior Township, Washtenew County, Michigan.

#### Crossing #2

One 120,000 volt transmission circuit with one ground wire. Located at a point West of Superior Road and North of Huron River Drive, approximately 150 feet Northwest of Mile Post D31½.

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. (6-26-67)
- 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- 2745A

Railroad File No. M-DE-666

Yours very truly,

J. W. Samoe

Supervisor of Rights of Way Properties and Rights of Way Dept.

DE FORM PD 275 1-66 CS

JVS/nk

## THE DETROIT EDISON COMPANY 2000 SECOND AVENUE

DETROIT, MICHIGAN 48226
August 15, 1967

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 New York Central Railroad located in Section 32, Superior Township, Washtenaw County, Hichigan.

#### Crossing #1

One 120,000 volt transmission circuit with one ground wire. Located at a point West of Superior Road and North of Huron River Drive, approximately 90 feet Northwest of Mile Post D311.

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. (6-26-67)
- 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. ED2-8-2716 dated 2-15-51
- This is a new crossing.

Reference number of construction drawing is RX- 2745A

Railroad File No. M-DE-666

Yours very truly,

J. W. Pramore

I. W. Gamble

Supervisor of Rights of Way Properties and Rights of Way Dept.

DE FORM PD 273 1-66 CS

JVS/nk

#### August 15, 1967

Mr. C. E. Defendorf, Chief Engineer New York Central System Room 912, 466 Lexington Avenue New York, New York 10017

Dear Mr. Defendorf:

We are returning Supplemental Agreements covering reconstruction of our facilities over your tracks as shown on our Plans RI-2745A in Superior Township (Your File M-DE-666), RI-2721A in the City of Trenton (Your File M-DE-664), and RI-2239B in the City of Vassar (Your File M-DE-661).

In each of these Supplemental Agreements you have included your waiver of hearing clause which waiver is required to obtain the necessary Michigan Public Service Commission Permit for this reconstruction. This necessitates making a copy of your complete Supplemental Agreement to attach to our application to the Michigan Public Service Commission which often presents a problem inasmuch as the Michigan Public Service Commission has requested an original signed waiver of hearing in most cases.

We would like to suggest that your waiver of hearing be granted to us in a separate letter. This would eliminate sending a copy of our legal agreement with you to the Michigan Public Service Commission. We would appreciate your handling our future requests in this way.

Very truly yours,

I. W. Gamble

Supervisor of Rights of Way

Properties and Rights of Way Department

HB/nk Bnoloswes Dear Mr. Defendorf:

Please refer to our applications dated May 5, 1967, requesting permission for our facilities over your tracks (Crossing No. 1 and Crossing No. 2) located in the vicinity of Superior Road and Huron River Drive in Section 32, Superior Township, Washtenaw County, Michigan, as shown on our Plan-2745A.

We would appreciate your reviewing these applications and sending us your waivers of hearing in duplicate for Crossing No. 1 and Crossing No. 2 as requested so that we may obtain a permit from the Michigan Public Service Commission.

Yours very truly,

1. W. Gamble

Supervisor of Rights of Way

Properties and Rights of Way Dept.

JVS/nk

## NEW YORK CENTRAL SYSTEM

C. E. DEFENDORF

466 LEXINGTON AVENUE NEW YORK, N. Y. 10017

JULY 26, 1967

FILE: N-DE-666

THE DETROIT EDISON COMPANY 2000 SECOND AVENUE DETROIT, MICHIGAN 48226

ATTENTION: Mr. I. W. GAMBLE, SUPERVISOR OF RIGHT OF WAY

PROPERTIES AND RIGHTS OF WAY DEPARTMENT

GENTLEMEN:

REFERENCE IS MADE TO AN AGREEMENT DATED JANUARY 5, 1951, NYC REG. No. 95920-3 BETWEEN OUR RESPECTIVE COMPANIES COVERING A 120,000 VOLT POWER LINE CROSSING OVER OUR RIGHT OF WAY AND TRACKS APPROXIMATELY 189 FEET NORTHWEST OF MILE POST D-312, LOCATED WEST OF YPSILANTI, MIGHIGAN

IT IS OUR UNDERSTANDING THAT YOU NOW DESIRE TO INSTALL THREE (3) 954 MCM45/7 ACSR CONDUCTORS AND ONE (1) 3/8" BETHLEHEN "C" STEEL GROUND WIRE IN PLACE OF THE CONDUCTORS CALLED FOR IN THE AGREEMENT.

IT IS ALSO OUR UNDERSTANDING THAT YOU NOW DESIRE TO ARR A SECOND STAND CONSISTING OF THREE (3) 954MCMS/7 ACSR CONDUCTORS WITH ONE (1) GROUND WIRE CROSSING OUR FACILITIES AT A POINT APPROXIMATELY 80 FEET NORTH OF THE EXISTING CROSSING, AS INDIGATED ON DRAWING NO. M-DE-666 BATED 7/19/67, WHICH IS HERETO ATTACHED AND HEREBY MADE A PART OF THIS SUPPLEMENTAL AGREEMENT.

FORMAL CONSENT OF THE RAILROAD COMPANY IS HEREBY GIVEN TO THE ABOVE MENTIONED REVISIONS AND ADDITIONS WITH THE UNDERSTANDING THAT ALL THE TERMS AND CONDITIONS OF THE AFOREMENTIONED AGREEMENT DATED JANUARY 5, 1961, WILL APPLY THERETO WITH FULL FORCE AND EFFECT, EXCEPT THAT THE ANNUAL RENTAL, EFFECTIVE JULY 1, 1967, SHALL SE INCREASED TO \$200.00 AND YOUR COMPANY SHALL, IN ADDITION TO THIS INCREASE IN RENTAL, PAY THE SUM OF \$100.00 FOR PREPARATION OF THIS SUPPLEMENTAL AGREEMENT UPON RENDITION OF BILL THEREFOR.

IT IS FURTHER UNDERSTOOD THAT YOU WILL NOTIFY MR. R. J. HARDENBERGH, DISTRICT ENGINEER, DETROIT, MICHIGAN AT LEAST THREE (3) WORKING DAYS PRIOR TO START OF WORK.

## NEW YORK CENTRAL SYSTEM

AUG 1 4 1967
PROP.& RJW DEPT.

C. E. DEFENDORF

466 LEXINGTON AVENUE NEW YORK, N. Y. 10017

سي.

THE DETROIT EDISON COMPANY ATTH: Nr. I. W. GAMBLE

JULY 26, 1967 FILE: M-0E-666

THE NEW YORK CENTRAL RAILROAD COMPANY, LESSEE OF THE MIGHIGAN CENTRAL RAILROAD, HEREBY MAIVES MEARING IN REGARD TO YOUR COMPANY MAKING THE ABOVE MENTIONED REVISION, INDICATED AS CROSSING NO. 1, AND THE ABOVE MENTIONED NEW INSTALL—ATION, INDICATED AS CROSSING NO. 2, PROVIDED THE WORK IS DONE IN A SAFE AND SATISFACTORY MANNER AND SUBJECT TO RULES AND REGULATIONS OF THE MIGHIGAN PUBLIC SERVICE COMMISSION.

TO CONFIRM YOUR ACCEPTANCE OF THESE CONDITIONS PLEASE HAVE THE ORIGINAL OF THIS LETTER SIGNED BY AN OFFICIAL OF YOUR COMPANY AFTER WHICH RETURN MANE TO THIS OFFICE. YOU MAY RETAIN THE DUPLICATE.

AS TO PORT

YOURS VERY TRULY,
THE NEW YORK CENTRAL RAILROAD COMPANY
LESSEE OF THE NICHTEAN CENTRAL RAILROAD

CHEF ENGINEE

THE DETROIT EDISON COMPANY

By

A. L. Kasameyer Director
Properties and Rights of Way Dept.

## THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48228

New York, New York 10017 Proposed Overhead Wire Crossing	One 120,000 volt transmission circuit with one ground
	wire. Crossing #1
Specific Location At a point	West of Superior Road and North of Huron River Drive.
	_
	RECORDE
R. R. Valuation Station	R. R. Mile Post approx. 90' NN of M.P. D31's
City/Village	R. R. Mile Post sprox. 90' NN of M.P. D314  Township Superior, Section 32
City/Village Do	R. R. Mile Post sprox. 90' NN of M.P. D314  Township Superior, Section 32
City/Village December	Township Superior, Section 32

J. W. Bamble

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

JV# 41 20187 8-45 CS

## THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

T	$\sim$	
1	l)	٠

JVS/jft

DE FORM PD 187 8-65 CS

May 5, 1967

Mr. C. E. Defendorf, Chief Eng New York Central System Room 912, 466 Lexington Avenue New York, New York 10017	
Proposed Overhead Wire Crossing:	One 120,000 volt transmission circuit with one ground wire. Crossing #2

Specific Location At a point West of Superior Road and North of Huron River Drive.

		a
	app	orox. 150' NW of M.P. D314
R.R. Valuation Station	R. R. Mile Post——	
City/Village	Township	· · · · · · · · · · · · · · · · · · ·
County	_ Detroit Edison Plan Attached	
	mit : D	Existing Crossing
Previous Agreement Informati	ion (if any) Date	_ (R. R. Plan)
		In Duplicate
Blanket Waiver of Hearing C	oversWaiver of Hearing Re	equested
(Waive	er of Hearing to be mailed to applicant lis	sted below)
All construction will be done	in accordance with the rules and regulati	ons of the Michigan Public Service   W
Commission.	f. m. f2	Supervisor of Rights of Way
	<u>I. W. Gamble,</u> Properties as	nd Rights of Way Department

#### STATE OF MICHIGAN

#### BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Wire-Crossing Permit No.

In Re Application of The Detroit Edison Company 2000 Second Avenue

Detroit, Michigan 48226

Pursuant to Let No. 171 of the Session Laws of 1893, as amended, application having been made to Michigan Public Service Commission by said

#### The Detroit Edison Company

for permission to string wires across the tracks of the

New York Central System

and said

The 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 read company having waived the right of notice and hearing provided for in said act THEREFORE, It is ordered that said

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

Township of Superior

County of

Vachtenev

Crossing #1

Cressing of one (1) 120 kv, 60 cycle, 3 phase, 3 wire circuit with one (1) ground wire, known as Wayne-Superior 120 ky transmission circuit, located west of Superior Road and north of Huron River Drive, approx.

90' MW of M.P. D314, Section 32, T35, R7E

State of Michigan 3 - 954 MCH 45/7 ACSR Phase Conductors 1 - 3/8" Both "C" Steel Ground Wire

Per Dwg. 2X-2745A

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

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

Given under our hands and the Official Seal ot this Commission at the City of Lansing, State day of Augus? of Michigan, thiseventeenth A.D.19 67

MICHIGAN PUBLIC SERVICE COMMISSION

Peter				3.			۱	Spivak																				
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	•																						_					

RECORDED RIGHT

Countersigned

Commissioner,

Commissioner.

Secretary

I, Knight D. McKesson, Secretary of the Michigan Public Service Commission Do Hereby Certify, That I have compared the annexed copy of Railroad Wire Crossing Permit No. ED2-8-6101

with the original, 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 seventeenth day of August in the year of our Lord one thousand nine hundred sixty-seven

TON AVA AC LROIR CRUBOSRR

Secretary

#### DATA SHEET TO ACCOMPANY DRAWING RX-2745A

#### Revision of Crossing Rx-2745

#### Crossing No. 1: Covered Under Permit ED-2-8-2716 Dated: 2-15-51

#### Crossing No. 2: New Crossing

Note: Existing Crossing to be Reconductored & Reconstructed.

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the "Wayne - Superior" (crossing No. 1) and the "Superior - Willow Run - Newburgh" (crossing No. 2) over the New York Central Railroad at points west of Superior Rd. and north of Huron River Drive. Crossing No. 1 and Crossing #2 are approximately 90 ft. and 150 ft. respectively northwest of mile post D31½, in Section 32, Superior Township, Washtenaw County, Michigan.

Circuits

One 120,000 volt, 60 cycle, 3 wire, 3 phase transmission circuit with one ground wire, at each crossing.

Towers and Crossarms

See attached prints No. T-8414

Conductors

Three 954 MCM 45/7 ACSR conductors and one 3/8" x 7" BETH. "C" steel ground wire, at each crossing.

Insulators

5-3/4" x 10" Ohio Brass No's. 32440 and 47410 or equivalent nine in deadend.

Guy and Guy Attachments

None

Guy Clamps and Insulators

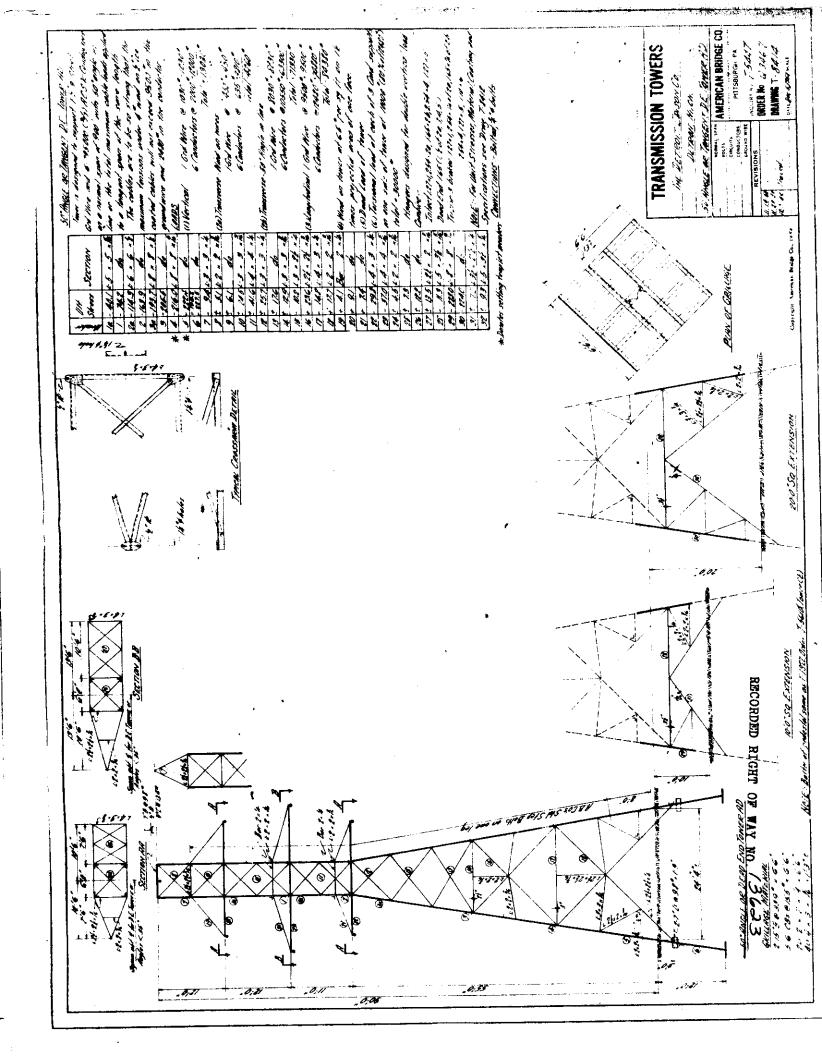
None

Guy Anchor and Anchor Rods

None

Suspension and Deadend Details

As per attached drawing No. RX-2745A.



#### STATE OF MICHIGAN

#### BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Mire-Crossing Permit No.

ED2-8-6100

In Re Application of

The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

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

#### The Detroit Edison Company

for permission to string wires across the tracks of the

New York Central System

and said

The 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 usived the right of notice and hearing provided for in said act THEREFORE, It is ordered that said
The Detroit Edison Company

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

Township of Superior

Crossing #2

County of **Vachtenau** 

Crossing of one (1) 120 ky, 60 cycle, 3 phase, 3 wire circuit with one (1) ground wire, known as Superior-Willow Run-Newburgh 120 transmission circuit, located west of Superior Road and north of Muron River Drive. approx. 150' HW of M.P. D314, Section 32, T38, R7E 3 - 954 MCM 45/7 ACSR Phase Conductors

State of Michigan

1 - 3/8" Beth "C" Steel Ground Wire

Per Dug. RX-2745A

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

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

> Given under our hands and the Official Seal of \$\frac{1}{2}\$ this Commission at the City of Lansing, State of Michigan, this seventeenth day of August? A.D.19 67

MICHIGAN PUBLIC SERVICE COMMISSION

Chairman

Countersigned

Willis F. Ward

Commissioner,

Knight D. McKeeson

William A. Boos, Jr.

Commissioner.

ROLF GROSPOSE

Secretary

## STATE OF MICHIGAN SS. Office of the Michigan Public Service Commission

I, Knight D. McKesson, Secretary of the Michigan Public Service Commission Do Hereby Certify, That I have compared the annexed copy of Railroad Wire Crossing Permit

\*\*ED2-8-6100\*\*

with the original, 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 seventeenth day of August in the year of our Lord one thousand nine hundred sixty-seven

RECORDED RIGHT OF WAY NO. 120

Lught D. Mexico

#### DATA SHEET TO ACCOMPANY DRAWING RX-2745A

#### Revision of Crossing Rx-2745

#### Crossing No. 1: Covered Under Permit ED-2-8-2716 Dated: 2-15-51

#### Crossing No. 2: New Crossing

Note: Existing Crossing to be Reconductored & Reconstructed.

#### Name of Company

The Detroit Edison Company

#### Name and Location of Crossing

Crossing of the "Wayne - Superior" (crossing No. 1) and the "Superior - Willow Run - Newburgh" (crossing No. 2) over the New York Central Railroad at points west of Superior Rd. and north of Huron River Drive. Crossing No. 1 and Crossing #2 are approximately 90 ft. and 150 ft. respectively northwest of mile post D31½, in Section 32, Superior Township, Washtenaw County, Michigan.

#### Circuits

One 120,000 volt, 60 cycle, 3 wire, 3 phase transmission circuit with one ground wire, at each crossing.

#### Towers and Crossarms

See attached prints No. T-8414

#### Conductors

Three 954 MCM 45/7 ACSR conductors and one 3/8" x 7" BETH. "C" steel ground wire, at each crossing.

#### Insulators

 $5\text{--}3/4\text{"} \times 10\text{"}$  Ohio Brass No's. 32440 and 47410 or equivalent nine in deadend.

#### Guy and Guy Attachments

None

#### Guy Clamps and Insulators

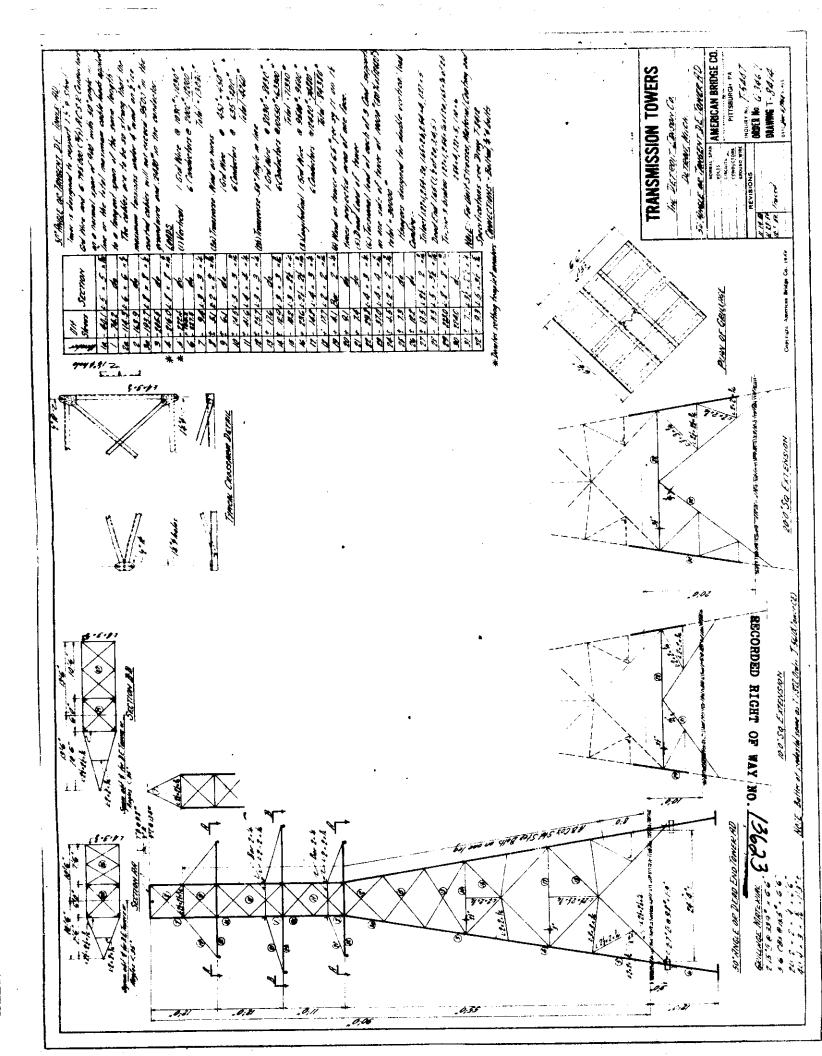
None

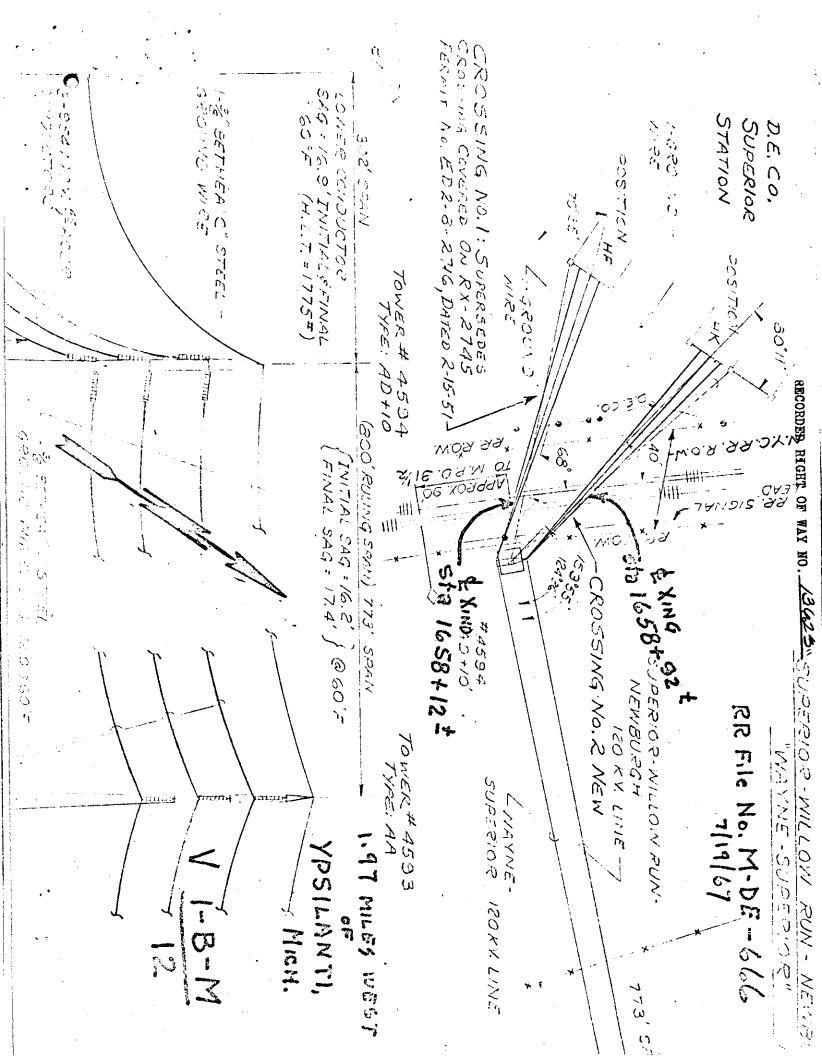
#### Guy Anchor and Anchor Rods

None

#### Suspension and Deadend Details

As per attached drawing No. RX-2745A.





FORM M €-L D 48

1m 12-49 4

This Agreement, made this

day

οf

19 👊 , between THE NEW YORK CENTRAL RAILROAD

COMPANY, Lessee of the Highian Control Indirend.

hereinafter called First Party, and THE DETROIT EDIECE COMPANY, a New York corporation. (address: 2000 Second Avenue, Detroit 26, Michigan,)

hereinafter called Second Party,

Whitnesseth, that First Party, for and in consideration of the sum of Forty-five (\$45.00) dollar s 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 comstruct, maintain, operate and use a 120-Kv. steel tower transmission line, (known as the Newburg-Superior line), consisting of 3 - 477 MCM ACSR 26 al/7 st conductors and 2 - 3/6" Bathanised "C" 7-strand steel ground wires, over and across the right-of-way and tracks of First Party at a point west of Superior Road and approximately one hundred eighty-mine (1891) feet northwest of Mile Post D-31t, in Section 32, Superior Township, Washtenew County, Michigan, west of Tpgilanti; said transmission line to be constructed in the leco as shown by the white lines and marked "Proposed crossing of 3-477 New ACSR 26 al/7 st conductors & 2 - 3/8" Bethanised "C" 7-strand steel ground wires" on the bimeprint from First Party's plan, designated "MC 66-130," which is hereto attached and hereby made a part hereof;

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.

RIGHT OF WAY FILE No. 124 23

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.

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.

HETWIER: Second Party hereby agrees to pay to First Party, upon presentation of bills, the sum of Thirteen Bellars, Seventy-five Cents (\$13.75) for the period Pebruary 1st to Becember 31st, 1951, and the sum of Fifteen Bellars (\$15.00) per amoun, beginning on the 1st day of Farmary, 1952, and thereafter on the 1st day of each successive one (1) year period during the term and centimenses of this agreement.

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 Colitness Contreto, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

THE NEW YORK CENTRAL RAILROAD COMPANY,

Approved.

M Music

District Engineer.

By Real Estate and Tax Agent.

THE PERTOIT EDING COM

RIGHT OF WAY AGENT

