

**Detroit
Edison**

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

DETROIT

R.C. 13829

Put 2/11/78

No more

June 19, 1978

Mr. R. W. Orr
Assistant Vice President-Contracts
Consolidated Rail Corporation
Room 601 - Six Penn Center Plaza
Philadelphia, PA 19104

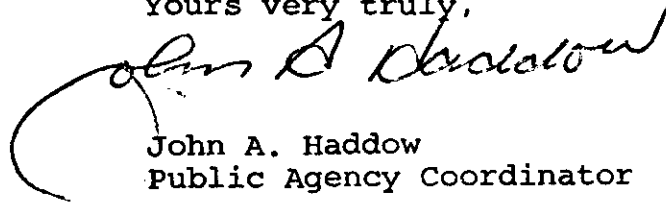
Gentlemen:

This refers to Wire Crossing Permit (see attached)
our Plan _____, covering a crossing over the
tracks and private right of way of the New York Central
Railroad
at a point twelve feet extending westerly across the
northerly end of New York Central's Holden Avenue Yard
property and the two yard tracks located thereon, also
across your Bay City Branch right-of-way and one industrial
track.

Our aerial wire crossing has been removed from the above
location.

Kindly cancel this permit in your files, as pertains to this
particular crossing, and acknowledge receipt of this letter,
returning one copy to us for our files.

Yours very truly,


John A. Haddow
Public Agency Coordinator

JAH/dm

Cancellation accepted:

By: _____

RECORDED RIGHT OF WAY NO.

13829

NEW YORK CENTRAL SYSTEM

K. A. BORNTRAGER
GENERAL MANAGER

DETROIT 16, MICH.

July 2, 1951

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

Gentlemen:

Referring to your application for permission to install and maintain, at grade level, a temporary private driveway for vehicular traffic, twelve (12) feet, more or less, in width, extending westerly across the northerly end of this Company's Holden Avenue Yard property and the two yard tracks located thereon, also across the southerly side of this Company's Bay City Branch right-of-way and one industrial side track located thereon, west of Third Avenue, in the City of Detroit, Michigan, in the location approximately as shown on print of your plan, designated EL-2-1607, hereto attached and hereby made a part hereof; said private driveway to consist of wood planking between the rails of said tracks and to the ends of the ties on the outer sides of said rails, and of a dirt or cinder fill for the remainder thereof, and to be used to enable your vehicles, carrying material for a steam line being constructed on said yard property and right-of-way to serve Ford Hospital, to pass and repass over said yard property and right-of-way between your property and the site of the work of laying said steam line:

You are hereby given such permission upon the following terms and conditions, and not otherwise, viz.:

1. That you shall, at your own cost and expense, construct, and thereafter maintain, repair and renew said private driveway, and do such other work including keeping the driveway free from sand and other foreign materials, all in the manner required by law for highway crossings and as may be deemed necessary by the District Engineer of this Company, and including grading and the erecting and maintaining of proper signs notifying the public that said private driveway is not a public highway or alley, and shall install, and thereafter maintain, repair and renew, any and all other devices that the District Engineer of this Company may deem necessary to a safe and sufficient driveway across said tracks, or that at any time during the continuance of this permit may be required by lawful authority, and shall comply with any orders or requirements of the Michigan Public Service Commission, or other lawful authority, at any time made or existing, in relation to said private driveway or to its devices or appliances.

2. That, upon presentation of bills therefor, you shall pay to this Company the entire cost and expense at any time incurred by this Company on account of the construction, maintenance, repair, renewal, use or existence of said private driveway, or the removal of same from the premises of this Company, including cost of

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The Detroit Edison Company:

July 2, 1951

the checking of plans and the wages of such inspectors or watchmen, as, in the judgment of the District Engineer of this Company, may be required in connection with the construction, maintenance, use, repair, renewal or removal of said private driveway for the proper and safe protection of the property, traffic and business of this Company.

3. That, in the use of said private driveway, you will cause your agents, servants and employees to use such means and care as will tend to avoid accidents, will use said private driveway at such times and in such manner as not to interfere with this Company's operations on said tracks, and will not permit the use of said private driveway by any other person save your agents, servants and employees, nor shall you permit any vehicle to pass over said private driveway when locomotives, trains or cars on the tracks of this Company are operating over or in the vicinity of said private driveway.

4. That you hereby assume all liability for loss of or damage to property, and injury to or death of person, to whomsoever belonging or occurring, caused by or arising out of, or resulting from or in connection with, the installation, maintenance, use, existence or removal of said private driveway, whether caused or contributed to by the collision of this Company's locomotives or other motive power, trains or cars with any person or vehicle upon said private driveway, or otherwise save only such loss, damage, injury or death as may be caused solely by the gross negligence or the wanton and wilful misconduct of this Company, its agents or employees; and you further covenant and agree that you will indemnify this Company against, and save it harmless from, any and all such loss, damage, injury or death and any and all claims, demands, suits, judgments, costs and expenses arising from or by reason thereof, including any sum or sums of money paid or any liability assumed or incurred under any present or future Workmen's Compensation Act or Employers' Liability Act, so-called, State or Federal.

5. That this permit shall continue in effect for so long as you shall have need for, and shall use said temporary driveway for the purpose aforesaid, but not beyond the 1st day of October, 1951, and, in any event, this agreement may be terminated by either party hereto on six (6) days' notice, in writing, to the other to that effect, save that whatever liability may have accrued to either party as against the other, prior to the date of expiration or termination hereof, shall continue and remain in force,

6. That, at the expiration or any sooner termination of this permit, you will remove said private driveway and other facilities from the premises of this Company, and restore said premises to their former condition, at your expense, or, on your failure to do so, this Company may remove said private driveway and other facilities, and restore said premises, at your expense, which expense you hereby expressly agree to pay on demand.

7. That this permit, and the license and permission herein granted, shall be deemed as personal to you and shall not be assigned by you to any other person, firm or corporation without the written consent of this Company.

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The Detroit Edison Company:

July 2, 1951

If this arrangement is satisfactory to you, will you kindly indicate your acceptance in the space provided below and return to me one copy of this letter, which is inclosed herewith in duplicate, so accepted, which letter will be taken to be evidence of our understanding in the premises.

THE NEW YORK CENTRAL RAILROAD COMPANY,
Lessee of the Michigan Central Railroad,

By L. A. Buntroger
General Manager

ACCEPTED:

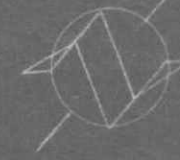
THE DETROIT EDISON COMPANY,

By Richard H. Taylor
RIGHT OF WAY AGENT

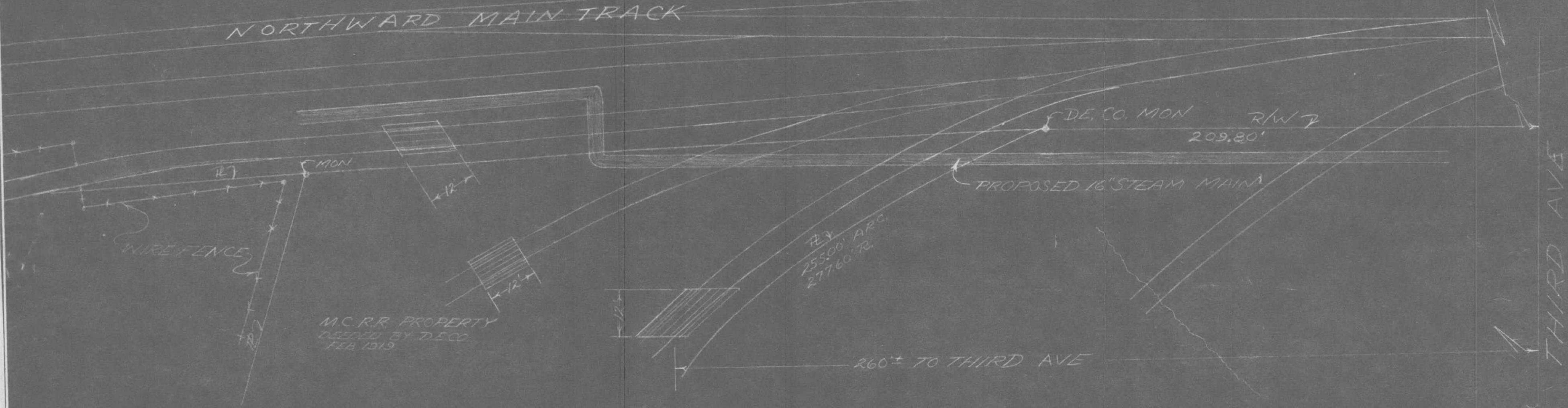
RIGHT OF WAY FILE NO. 13829

SEARCHED	REAL ESTATE AGENT	RIGHT OF WAY AGENT	PROPERTY ENGINEER	STATE ATTORNEY	U. G. L.	RECORDED
		<i>JEM</i>	<i>WEL</i>	<i>WMD</i>	<i>ten</i>	

N.Y.C. RR R/W 116.5'



NORTHWARD MAIN TRACK



M.C. R.R. PROPERTY
DECEDED BY D.E.C.C.
FEB 1919

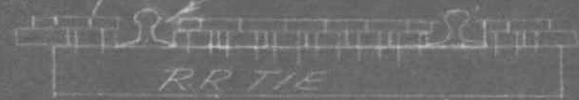
PROPOSED 16" STEAM MAIN

255.00' ARC
277.60' R

260± TO THIRD AVE

ALLOW CLEARANCE FOR RR CAR
WHEELS BETWEEN PLANKS
AND RAILS

WOOD PLANKING



BOTTOM PLANK NAILED
TO RR TIES - TOP PLANK
NAILED TO BOTTOM PLANK

SCALE
1" = 20'

NOTE REVISIONS: RETURN TO UNDERGROUND LINES
DEPT. ALL PRINTS MADE PREVIOUS TO LAST REVISION

B A

REFERENCE

114-3-846-N

USE DIMENSIONS ONLY

DRAWN

OK

APPROVED

DATE

6-27-51

DATE

6-29-51

TEMPORARY BRIDGING
ACROSS R.R. TRACK
FOR CONSTRUCTION WORK

SCALE AS SHOWN

PRINTED

1951 82 NOV

11-2-1607

THE DETROIT EDISON COMPANY
UNDERGROUND LINES DEPT. DETROIT, MICHIGAN

RIGHT OF WAY FILE No. 13829