

Detroit Edison



ENERGY DELIVERY

Permanent Project No.: BW2683
Job Project No.: BWA0101291
RFW No.: 308778
RX/Occept No.: RX688E

Date: May 26, 2001
To: Phillip Martin
Records Center, 2310 WCB
From: Tom Wilson, SR/WA *TW*
Redford Service Center
Subject: Wire Crossing of Railroad Land

Attached are papers related to the notification, dated April 19, 2001, to Norfolk Southern Corporation about the above mentioned crossing revision in the SW ¼ of Section 24, Van Buren Township, Wayne County, Michigan.

The Service Center 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 Railroad Recorded ROW Record Center File R16087.

Attachments

cc: W. H. Anderson (Western Wayne SC)



Norfolk Southern Corporation
 Real Estate and Contract Services
 One Georgia Center - Suite 1650
 600 West Peachtree Street, N.W.
 Atlanta, GA 30308-3603

L. B. Haskins
 Contract Advisor
 My Direct Line Is:
 Phone: (404) 527-3388
 FAX: (404) 527-2783

May 25, 2001
 File: 1037796

Mr. Tom Wilson, Real Estate Facilitator
 The Detroit Edison Company
 Redford Service Center
 12000 Service Center
 Redford, Michigan 48239-2453

RE: **Van Buren Township, Wayne County, Michigan** -- Request by The Detroit Edison Company ("Licensee") to Norfolk Southern Railway Company ("Railroad"), for permission to perform maintenance to an existing crossing located 60 feet west of the centerline of (old) Haggerty Road and 100 feet south of the centerline of Edison Lake Road.

Dear Mr Wilson:

This is in response to your letter dated April 19, 2001 to Karl Autenrieth concerning the above-referenced matter. The terms and conditions of the agreement dated March 1, 1953, as amended, cover the removal of the existing unused 2-6, CWLD Sys Communication wires. Railroad has no objections to the removal of the captioned facilities as indicated on the attached drawing marked Exhibit A, dated June 24, 1964, revised March 21, 2001; provided that:

- * The facilities are removed in a safe and satisfactory manner and in accordance with the attached "General Conditions",
- * Prior to the start of work, you are required to give at least 72 hours advanced notice to both:

Mr. J. R. Stump, Division Engineer, Telephone (313) 323-5100,
 Mr. J. Alexander, Gen. Supvr. Communications & Signals, Telephone (313) 323-5103, or
 Ken Mueller, Track Supervisor 219-493-5346.

To confirm your acceptance of these conditions, indicate acceptance below. Return one original letter and retain the other original for your records. Thank you for your cooperation and if you should have any questions regarding this matter, please give me a call referring to our Activity No. 1037796.

Sincerely,

 Linda Haskins

ACCEPTED:

By: _____
 Title: _____
 Date: _____

Enclosure

WARNING

Extreme caution is to be used in excavation due to the possibility of the existence of Fiber Optic Cables along Norfolk Southern's right of way. Any damage to the Fiber Optic Cables will be the sole responsibility of the Licensee. In compliance with state law, prior to commencing work, the contractor is to notify State "One Call", Call Before You Dig.

cc: Mr. J. R. Stump, Division Engineer
 Mr. J. Alexander, Gen. Supvr. Communications & Signals

GENERAL CONDITIONS

1. Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any Railroad structure or appurtenance and will not otherwise be located on any private property of the Railroad.

2. In the event of any revision, renewal, addition or alteration of said facilities, prior approval of the Railroad must be secured.

3. Facilities will be installed, maintained, repaired and renewed by and at the sole risk, cost and expense of the Licensee.

4. If the Railroad deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the facilities and appurtenances of the Licensee, or in the event of emergency to place watchmen, flagmen, inspectors or any other employees deemed necessary by Railroad for the protection of the property owned or in possession or control of the Railroad, or its employees, patrons, or licensees, the Railroad shall have the right to do so and Licensee agrees to bear full cost and expense thereof and to promptly reimburse the Railroad upon demand. The Licensee also agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the Accounting Department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers' liability insurance, public liability insurance, and other insurances, taxes and all other indirect expense. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said facilities. The Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad. Failure of the Railroad to provide such watchmen, flagmen, inspectors or any other employees of Railroad, shall in no event be construed as in any manner or degree affecting any obligations of the Licensee as provided for elsewhere in these conditions.

5. All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and 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 facilities and appurtenances herein referred to, caused by or from the joint or concurring negligence of both parties hereto shall be borne by them equally; if, however, any such loss, injury or damage shall be attributed to the negligence of one of the parties hereto, where solely or combined with the negligence of any other person or corporation not a party hereto and

without the concurring fault or negligence of the other party hereto, then such party hereto which by its fault, or negligence contributed thereto shall indemnify, protect and save harmless the other party therefrom.

6. Upon abandonment of the facilities, the same shall be removed and the property of the Railroad shall be restored to good condition and this instrument shall become null and void, save and except only as to any liability accrued prior thereto.

7. All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the Licensee shall in no event transfer or assign its rights hereunder without the written consent of the Railroad.

8. In the event of the underground installations, the Area Engineer/Engineer of Construction must approve the method of installation and related matters of this project, as well as inspection coordination.

9. In the event the facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said facilities for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

10. In the event the facilities consist of electrical power or communication wires and appurtenances, Licensee shall promptly remedy any inductive interference growing out of, or resulting from the presence of the facilities, and if Licensee fails to do so, then the Railroad may do so, and Licensee agrees to pay to the Railroad on demand the cost and expense thereof.



April 19, 2001

Mr. Karl R. Autenrieth
Manager, Contract Services
Norfolk Southern Corporation
2001 Market Street, 24th Floor
Philadelphia, PA 19103-7044

Re: Overhead Wire Facility Maintenance Notification

Dear Mr. Autenrieth:

This letter is your notice of the planned maintenance of an overhead wire facility across Norfolk land and tracks, by The Detroit Edison Company, in the SW ¼ of Section 24, Van Buren Township, Wayne County, Michigan, as described on the enclosed drawings and information forms.

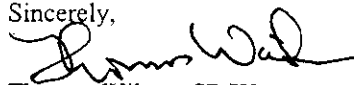
1. Location: Approximately 60 feet west of the centerline of (old) Haggerty Road and 100 feet south of the centerline of Edison Lake Road.
2. Detroit Edison Project and Crossing Nos.: BW2683, RX688E
3. This is maintenance of an existing crossing (Reference Norfolk Permit 1352, Dated: March 1, 1953). Information on this crossing is retained in Edison ROW File No. R16087.
4. Please indicate your:
 - R.R. Valuation Station No. _____
 - R.R. W. of 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.

Michigan law (section 265{3} of the railroad code of 1993 {MCLA 462.265}), requires you to respond within 30 calendar days of the receipt of this notification. In the event you do not respond within 45 days of the receipt of this letter, our crews will be instructed to begin work.

If you have any questions, please contact me on (313) 235-2168.

Sincerely,



Thomas Wilson, SR/WA
Real Estate Facilitator
Wilson@teenergy.com

cc W.H. Anderson (Western Wayne SC)
Attachments

Railroad Name Norfolk & Western RY		Department Order RFW#308778
--------------------------------------------------	--	---------------------------------------

Row No. (Information on existing rights of way available from Record Center) RX 688D	New or existing RX No. RX 688E	Encroachment (Length in Feet) N/A (Removal)
------------------------------------------------------------------------------------------------	------------------------------------------	-------------------------------------------------------

Location City/Township(s) Vanburen Township	Town(s) Range(s) T- 3S R- 8E	County(s) Wayne	1/4 Section(s) SW	Section(s) 24
-------------------------------------------------------	----------------------------------------	---------------------------	-----------------------------	-------------------------

Location Description of Encroachment
Approx 60 ft. W. of centerline of (old) Haggerty RD & 100 ft. S of centerline of Edison Lk Rd

Check appropriate box

Crosses tracks within the public road right-of-way

Crosses railroad land

Is longitudinally on or over railroad land,

Provides service to the railroad

Facility Data (also detailed on attached drawing)

Nature of required tree rights
N/A (Removal)

Existing State Permit No. ED 2-8-5179	Date	Railroad Mile Post (Number)	Distance to Crossing from Mile Post (in feet) Ft.
-------------------------------------------------	------	-----------------------------	-------------------------------------------------------------

Existing								Proposed							
Type of Structure <input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel								Type of Structure <input type="checkbox"/> Wood <input type="checkbox"/> Steel							

Conductors				Poles				Cross-Arms	Conductors				Poles				Cross-Arms
Span.	No./Size	Kind	Voltage	Loc.	Height	Class	Size	Span.	No./Size	Kind	Voltage	Loc.	Height	Class	Size		
B-G	2-#6	CWLD	SYSCOMM	B	70	1	NONE	TO BE REMOVED									
				G	50	3	96"										
G-H	2-#6	CWLD	SYSCOMM	H	40	3	NONE	TO BE REMOVED									

Explanation of Line Changes (continue on separate sheet if necessary)
This application is for removal of existing unused 2-6, CWLD SYS Communication wires.

Clearances

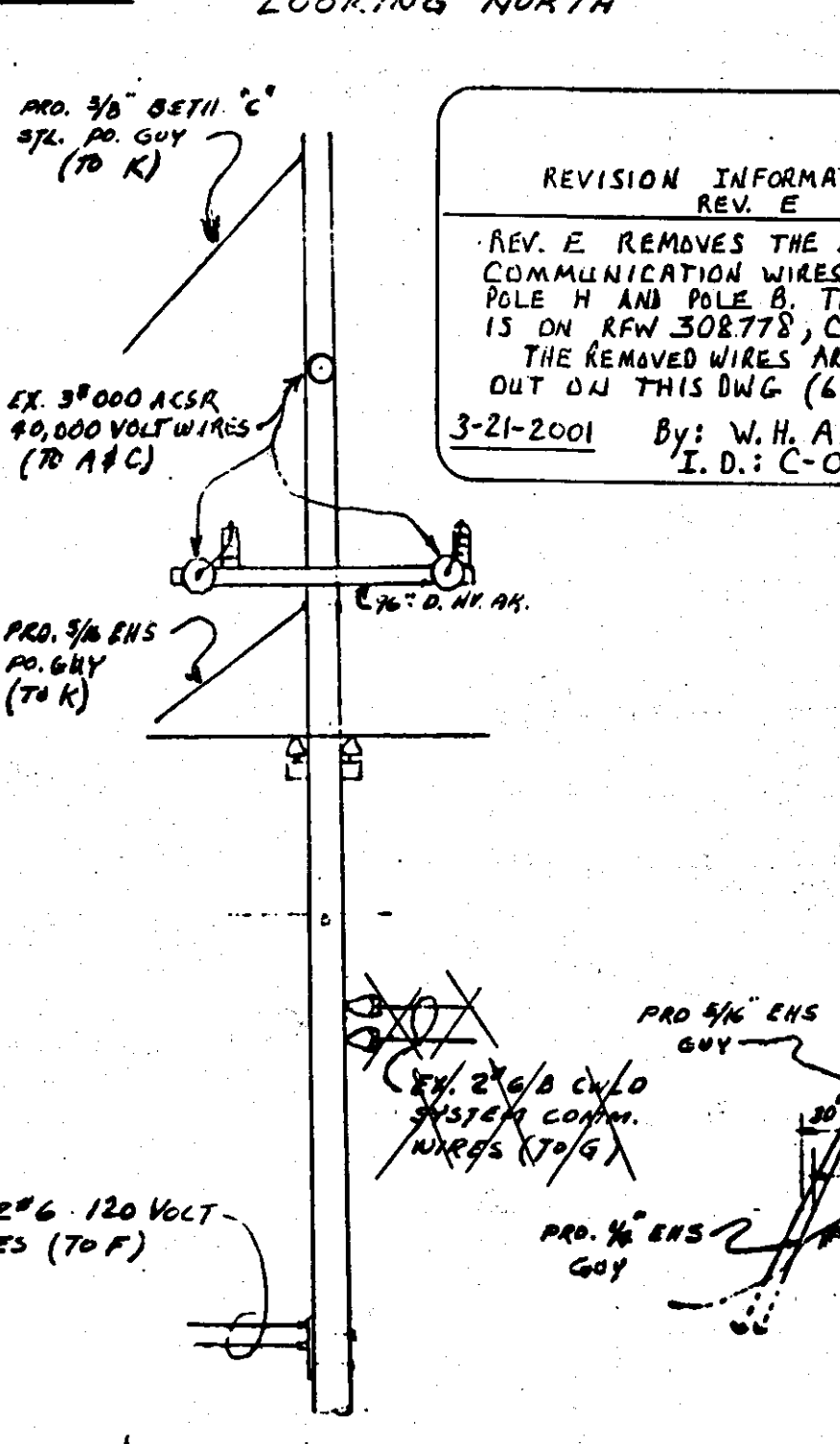
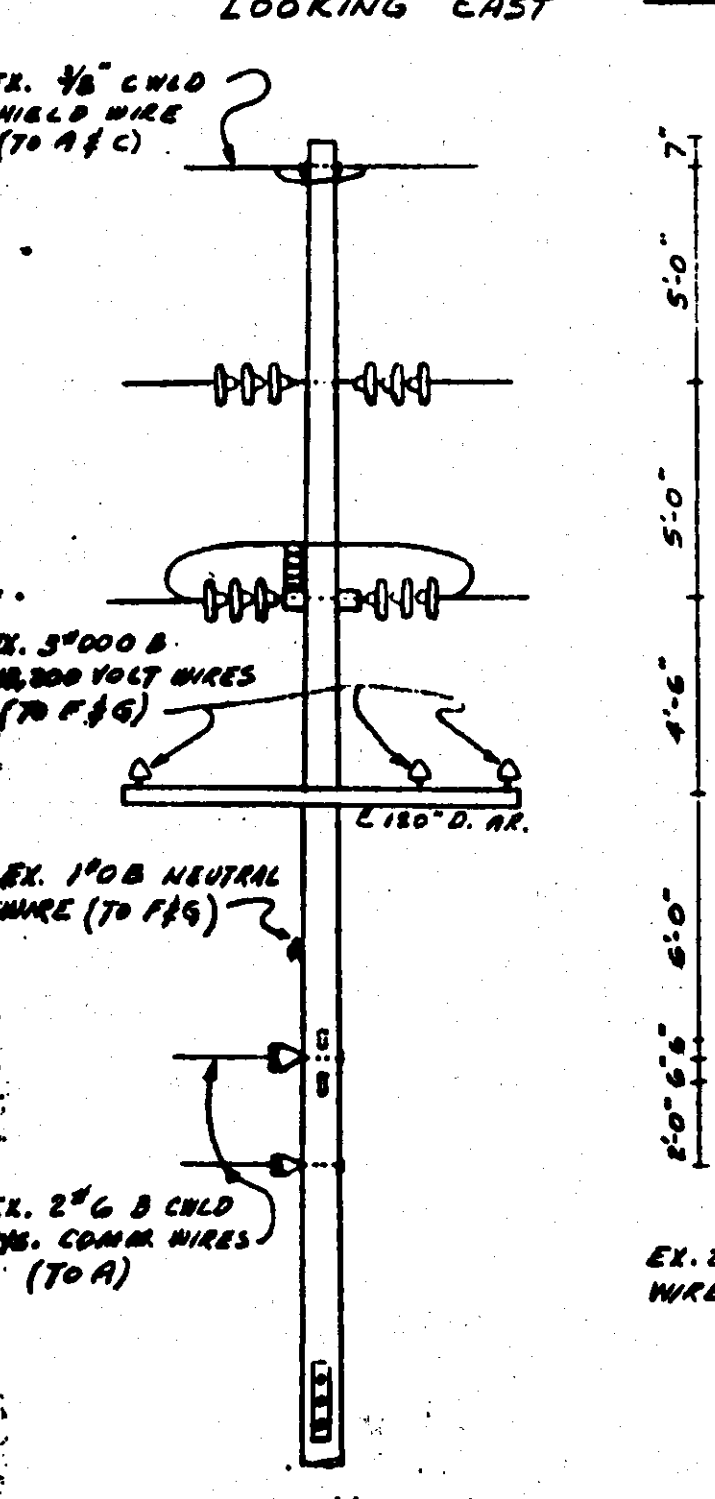
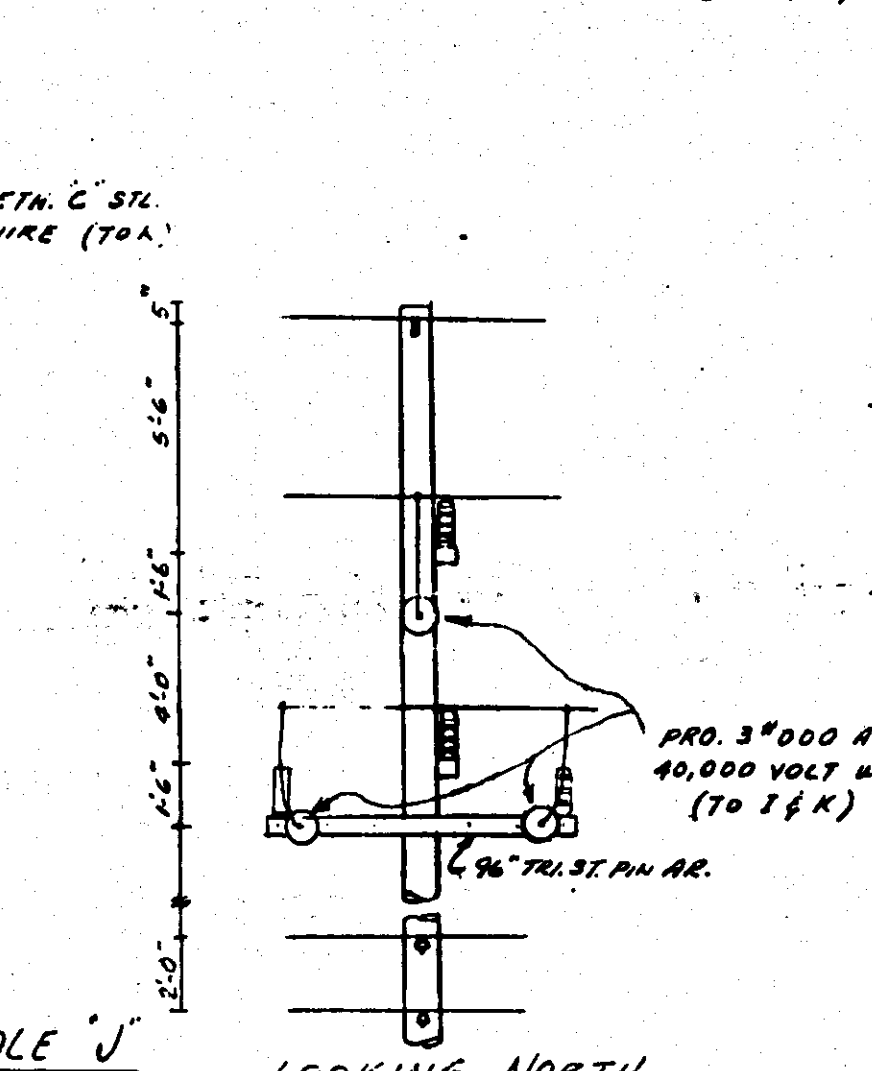
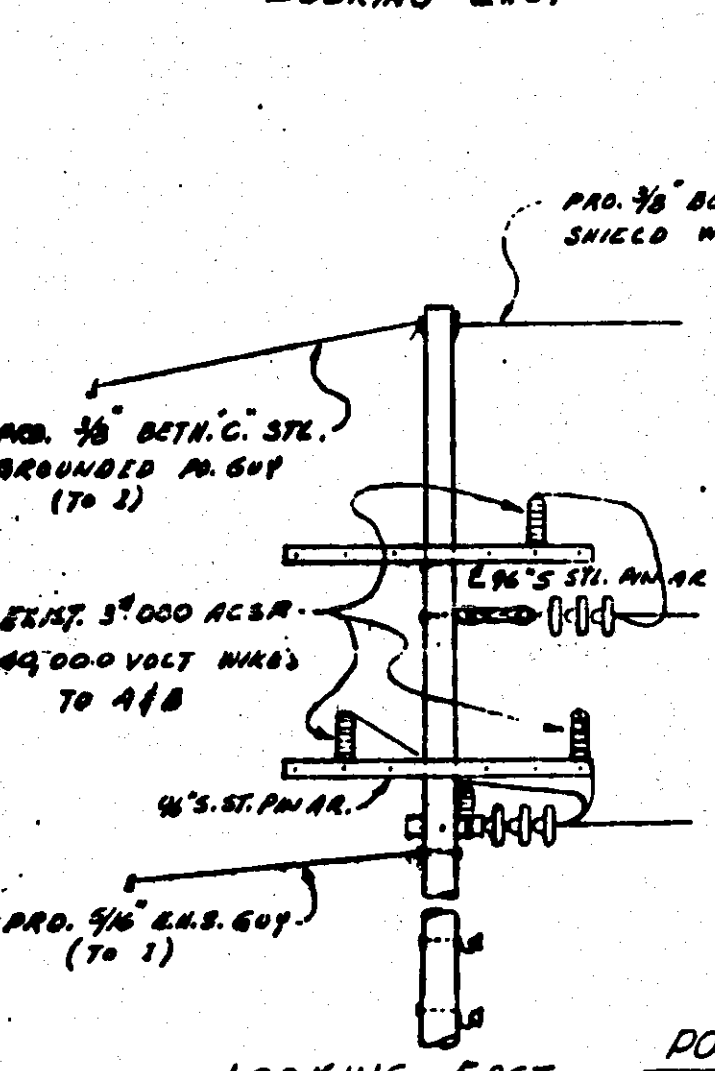
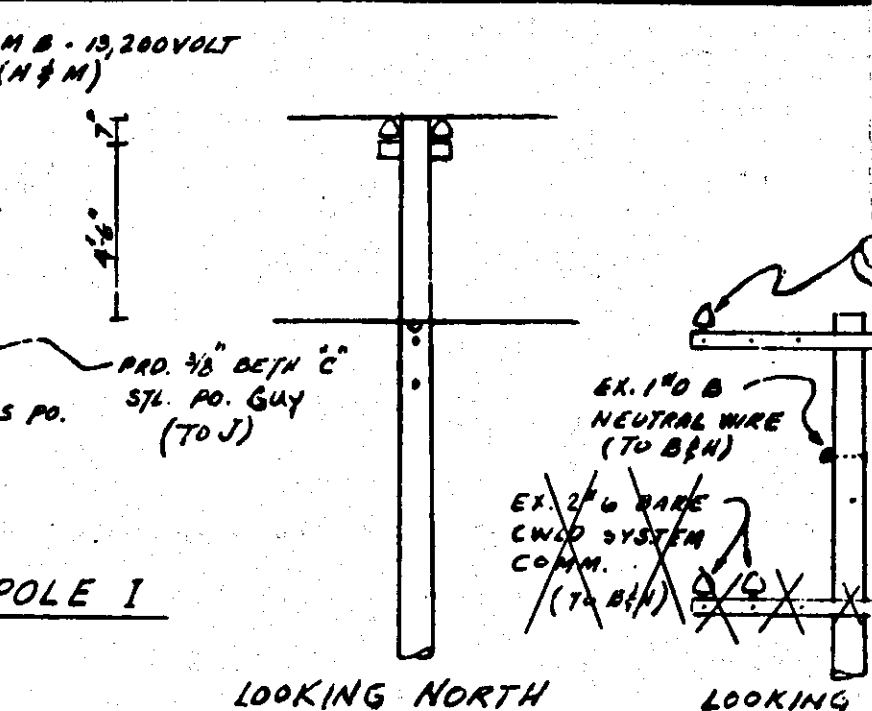
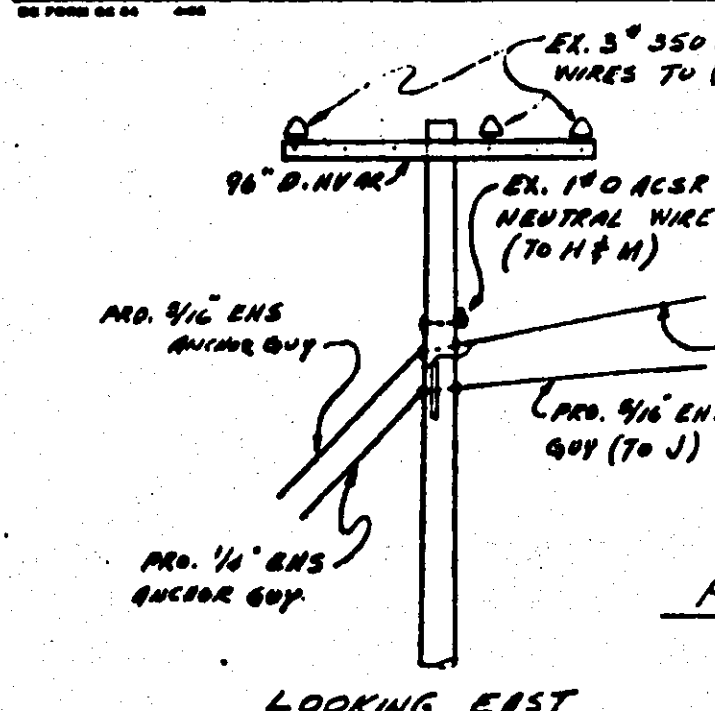
Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing) N/A	From Top of Rail to Final Sag	N/A Ft.
	From Detroit Edison wire to Railroad Communication or Signal Lines	N/A Ft.

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

Designed By W.H. Anderson	Date 4-11-2001	Checked By Larry Raymond	Date 4-11-2001
Company Location WWSC	Phone No. 397-4212		

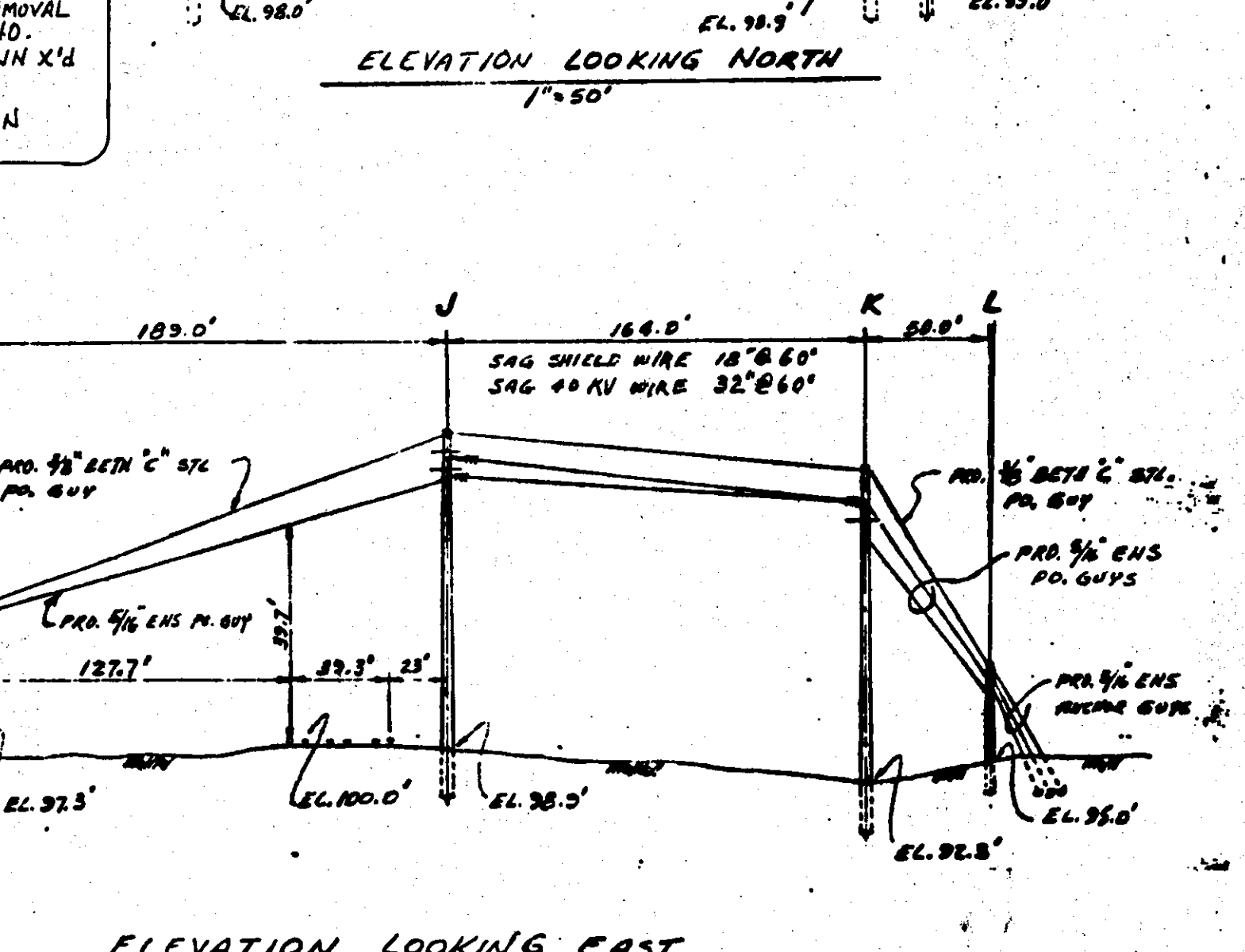
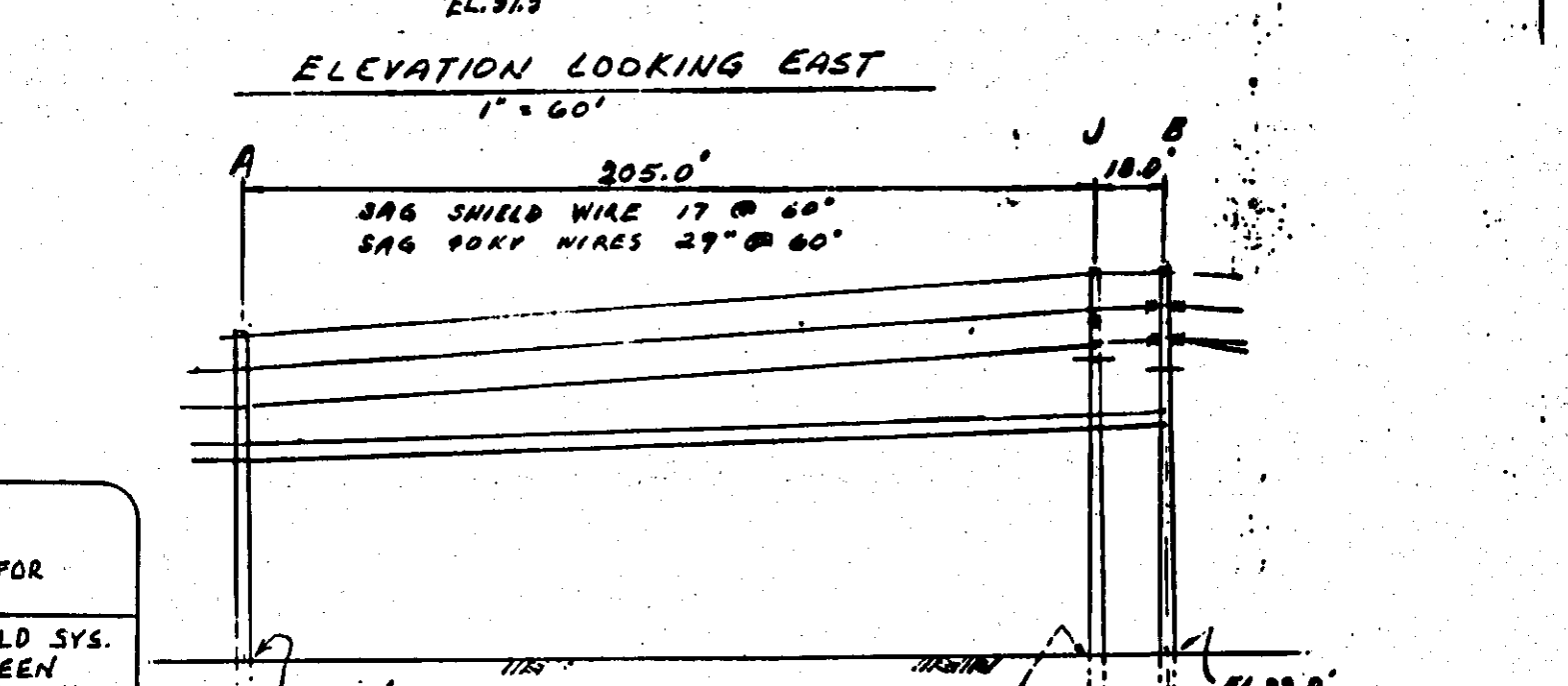
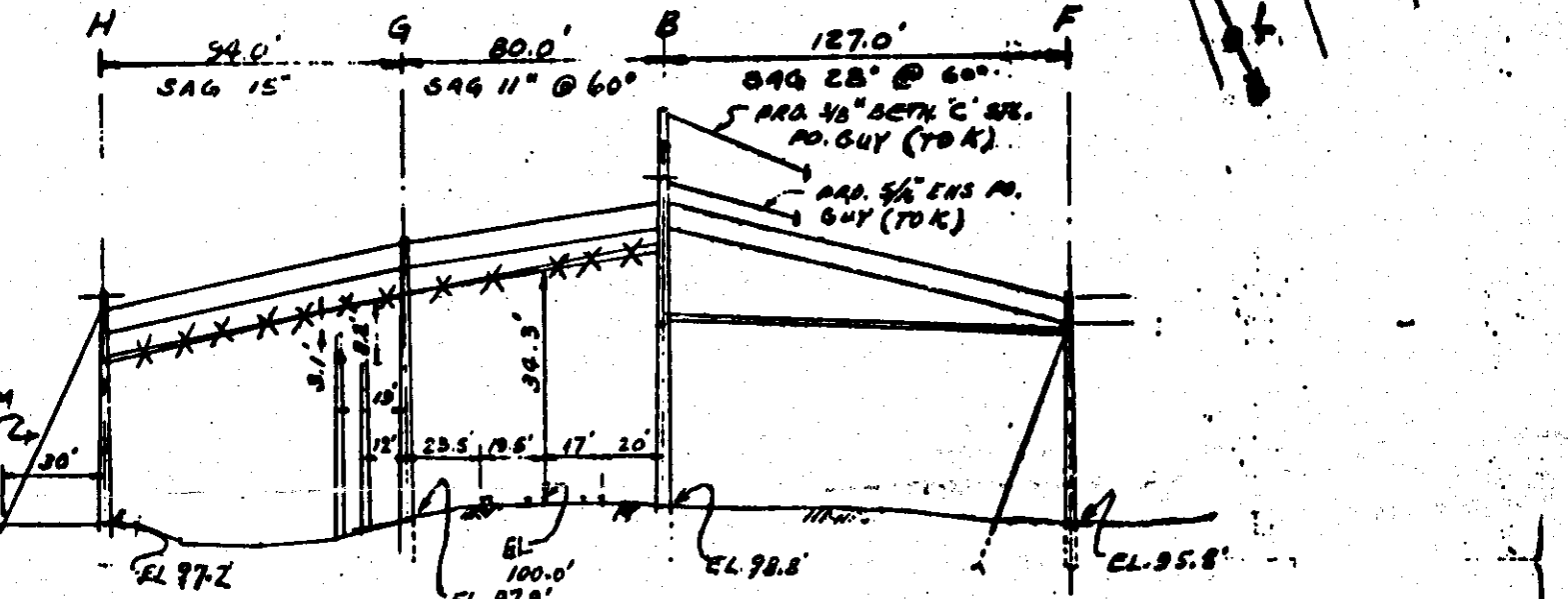
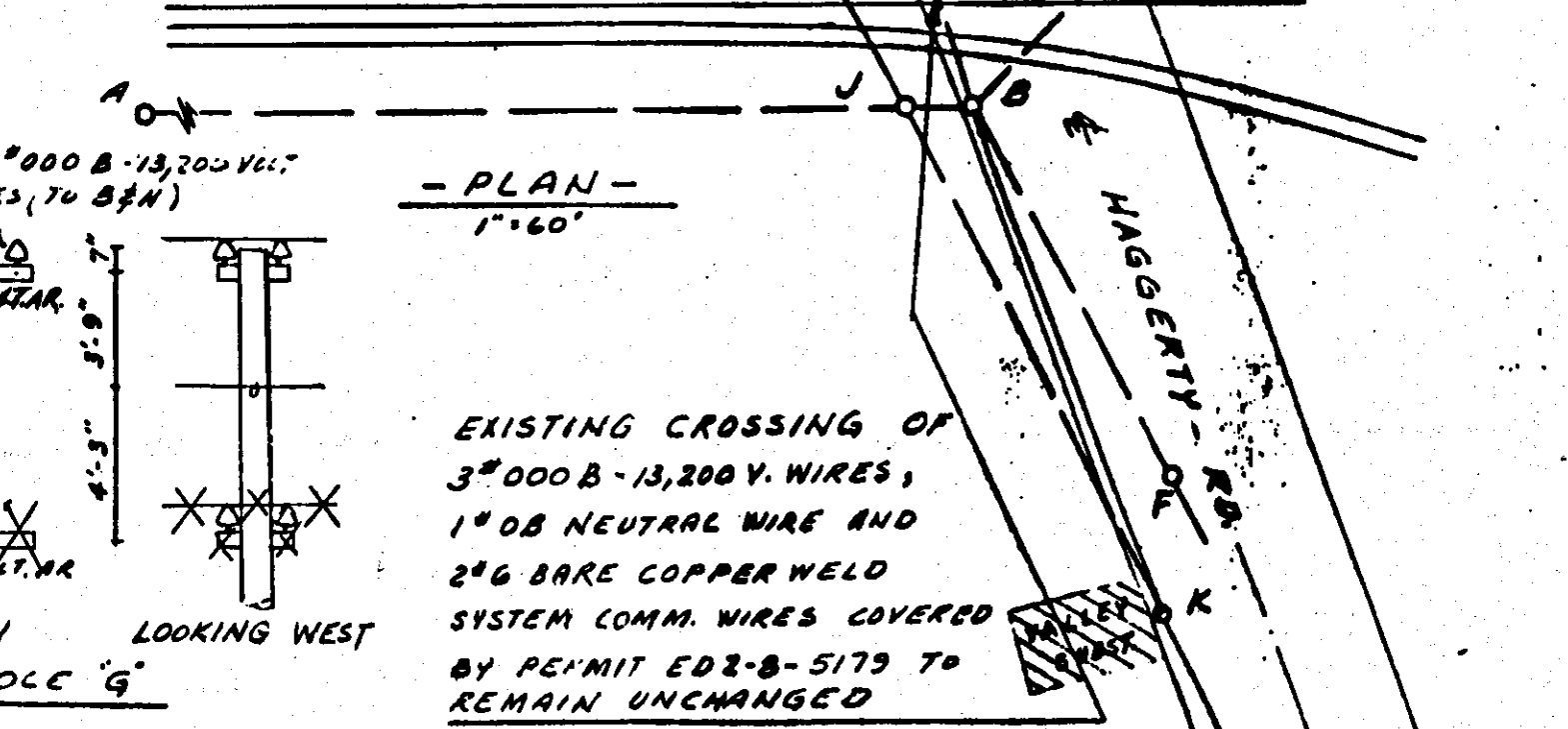
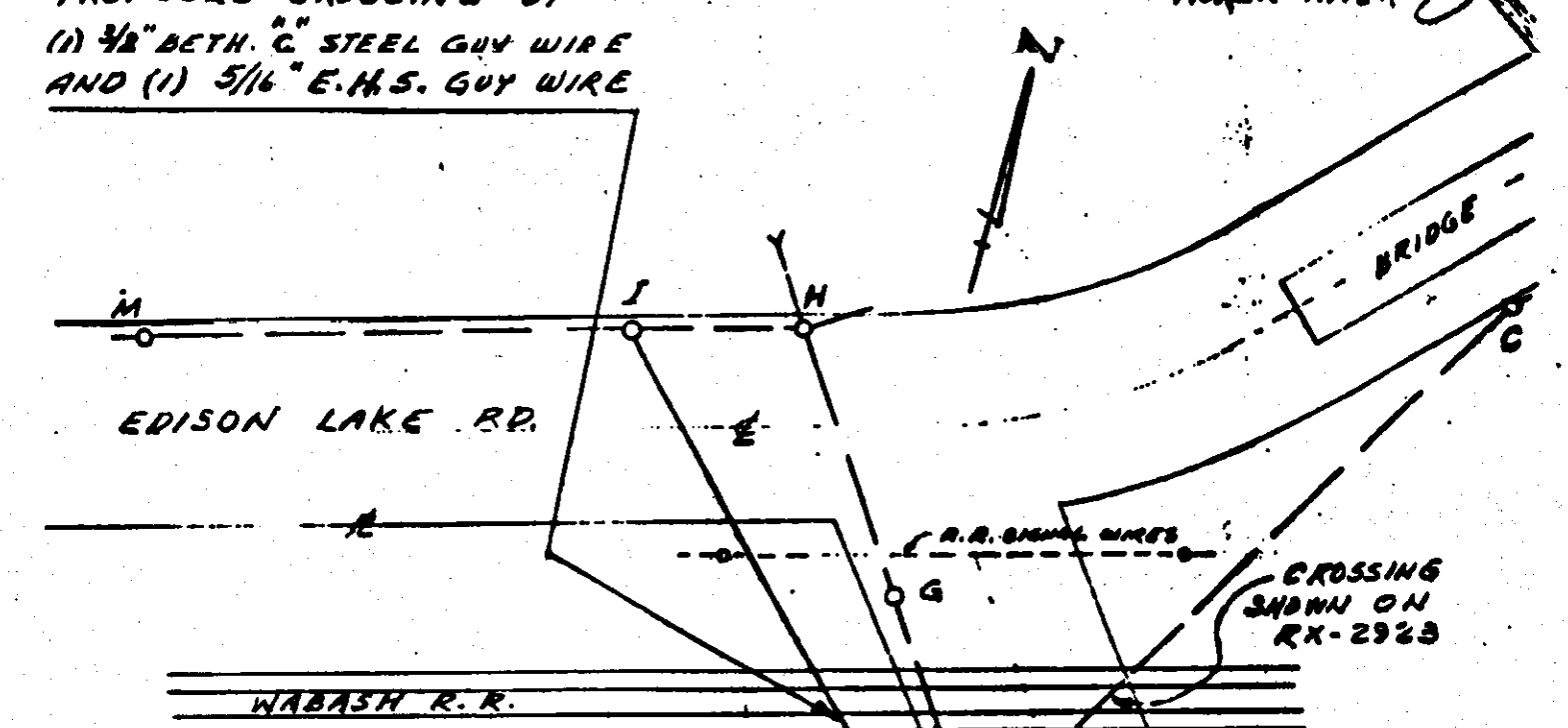
PROPOSED LINE CROSSING OVER WABASH R.R. EXISTING PERMIT NUMBER ED-2-B-5179
 HAGGERTY RD. AND IN PRL PROP. 60' W. OF E. OF APPROX. 1 1/2 MILES EAST OF BELLEVILLE
 SECTION 24, 3NYS TOWNSHIP VAN BUREN T 35 R 0E COUNTY WAYNE

NUMBER	CONDUCTORS			POLES			
	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
SPAN B-G					60	3	WOOD
3	000	B	13,200	B	70	1	"
1	0	B	NEUTRAL	F	40	4	"
2	2	B	NEUTRAL	G	50	3	"
1	1/2	BETH. C	STL. PO. GUY	H	40	3	"
1	5/16	ENS	GUY	L	25	2	"
SPAN I-J					40	2	"
1	1/2	BETH. C	STL. GUY	J-K	70	1	"
1	5/16	ENS	GUY	M	40	-	"



LOOKING NORTH POLE B

LOOKING WEST



ELEVATION LOOKING EAST

REVISION INFORMATION FOR REV. E
 REV. E REMOVES THE 2-6 C.W.L.D. SYS. COMMUNICATION WIRES BETWEEN POLE H AND POLE B. THIS REMOVAL IS ON R.F.W. 308778, COH=140. THE REMOVED WIRES ARE SHOWN X'D OUT ON THIS DWG. (688E)
 3-21-2001 By: W. H. ANDERSON
 I. D.: C-03692

INTERDEPARTMENT CORRESPONDENCE

September 1, 1964

TO RECORDS CENTER:

letter

Attached is fully executed copy of agreement/~~permit~~ from:

Wabash Railroad Company

Facilities Covered: One 3/8 inch Bethanized "C" steel guy wire and one 5/16 inch EHS guy wire (Span I-J).

Specific Location: In private property at a point 60 feet west of the center line of Haggerty Road and approximately 100 feet south of the center line of Edison Lake Road, approximately 1-1/2 miles east of the east limits of the City of Belleville.

R.R. Valuation Station _____ Mile Post _____

City/Village _____ Township Van Buren(Southwest 1/4 of Sec. 24)

County Wayne Detroit Edison Plan No. RX-688D

Letter Exhibit A dated 7-2-64
Agreement/~~Permit~~ Date July 30, 1964 R.R. Plan No. Exhibit DECo. Plan

Preparation Fee \$30.00 Annual Rental Remains at \$50.00

Supersedes and Cancels Agreement dated _____ R/W No. _____

This is a Supplemental Agreement and is to be made a part of R/W 16087

Attached Grand Trunk Western Railroad Permit No. _____ to be made a part of R/W No. 9064.

REFERRED TO
SEP 16 1964 G.N.T.
LGH/mt

GEN'L ACCTG DEPT.
ENTERED - CANCELLED
CONTRACT BOOK NO <u>16087</u>
DATE <u>Sept 17 1964</u>
BY <u>Pauline La M...</u>
CHECKED BY <u>Benny</u>

RECORDS CENTER
RECEIVED SEP 14 1964
TICKLER MADE
CLASSIFIED
<u>I. W. Gamble</u>
Supervisor of Rights of Way
Properties and Rights of Way Department

RECORDED RIGHT OF WAY NO. 16087

September 1, 1964

878.45-H

Mr. W. G. Blades
Superintendent
Wabash Railroad Company
Montpelier Division
Montpelier, Ohio

Dear Mr. Blades:

Enclosed is copy of letter agreement covering our facilities over your tracks and right of way as shown on our Plan RX-688D, and located in the Southwest 1/4 of Section 24 in the Township of Van Buren, Wayne County, Michigan, and further described as follows:

In private property at a point 60 feet west of center line of Haggerty Road and approximately 100 feet south of center line of Edison Lake Road, approximately 1-1/2 miles east of the east limits of the City of Belleville.

The letter agreement has been signed for our Company and the original retained for our files.

Yours very truly,



I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

LGH/mnt
Enclosure

RECORDED RIGHT OF WAY NO.

16087

WABASH RAILROAD COMPANY

MONTPELIER DIVISION.

W. G. BLADES
SUPERINTENDENT

TELEPHONE - 485-3181

Montpelier, Ohio, August 24, 1964

878.45-H

Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

I. W. GAMBLE
ls *WGH*
AUG 26 1964

Gentlemen:

PROP. & R/W DEPT.

Your letter August 21 calling attention to our failure to send you duplicate copy of Letter of Agreement in connection with your request to install a 3/8" Bethanized "C" steel guy wire at Haggerty Road, French Landing, Michigan.

I sincerely regret the inconvenience caused you by the misinformation contained in my letter and I am enclosing duplicate copy omitted, which is sent for your approval and return to this office.

Your usual prompt handling is appreciated.

Yours truly,

W. G. Blades
Superintendent

enc

RECORDED RIGHT OF WAY NO.

16087

August 21, 1964

Mr. W. G. Blades
Superintendent
Wabash Railroad Company
Montpelier Division
Montpelier, Ohio

Dear Mr. Blades:

Please refer to your letter dated August 19, 1964, your file 878.45-H, in which you enclosed a letter of agreement in connection with our request to install a 3/8" Bethanized "C" steel guy wire over your tracks and property west of Haggerty Road, French Landing, Michigan.

In your letter, you stated that the agreement was being enclosed in duplicate, but we received only the original. Will you, therefore, please send us the copy; and upon receipt, we will have the original and copy executed by our Company and return the copy to you for your records.

Very truly yours,



I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

LGH/mnt

RECORDED RIGHT OF WAY NO. 16087

WABASH RAILROAD COMPANY

MONTPELIER DIVISION.

W. G. BLADES
SUPERINTENDENT

TELEPHONE - 485-3181

Montpelier, Ohio, August 19, 1964

878.45-H

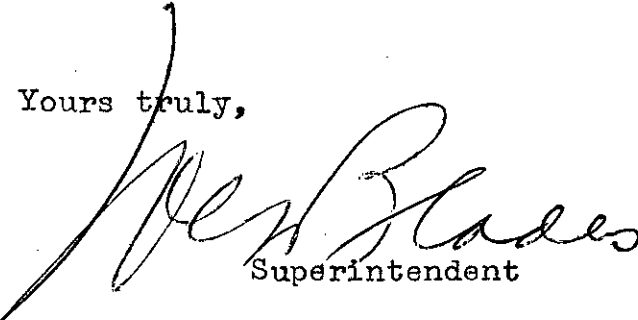
Detroit Edison Company
2000 Second Ave.
Detroit, Michigan

Gentlemen:

I am enclosing in duplicate letter of agreement in connection with your request to install a 3/8" Bethanized "C" steel guy wire over our tracks and property west of Haggerty Road, French Landing, Michigan.

As shown on sketch attached to each copy of the agreement, if this meets with your approval, will you please retain the original copy of the attached letter, approving and returning to me the duplicate copy also attached?

Yours truly,


Superintendent

enc

RECORDED RIGHT OF WAY NO.

10087
Please note
sums sum
payment
JBT

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

July 20, 1964

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 **Wabash Railroad approximately 1 1/2 miles east of the east limits of the City of Belleville, in the S.W. 1/4 of Section 24, Van Buren Township, T3S, R-8E, Wayne County, Michigan. SPAN I-J**

One 3/8" Bethanized "C" steel guy wire and one 5/16" extra heavy steel guy wire over the tracks of the Wabash Railroad located in private property at a point 60' west of the centerline of Haggerty Road and approximately 100' south of the centerline of Edison Lake Road.

RECEIVED
MICHIGAN PUBLIC SERVICE COMMISSION
JUL 21 1964

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-688D**

R.R. File: 1008-18, 706.500
WRR Waiver of Hearing
dated 7-14-64 attached.

Yours very truly,

I. W. Gamble
I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

Permit No. ED2-8-6388

Date 7-21-64

By *J. M. Hoppe*

Check in circle indicates statement applicable.

RECORDED RIGHT OF WAY NO. 16087

WABASH RAILROAD COMPANY

RAILWAY EXCHANGE BUILDING

SAINT LOUIS 1, MISSOURI

E. Q. JOHNSON
CHIEF ENGINEER

F. R. MICHEAL
ASSISTANT CHIEF ENGINEER

G. F. ROTHWELL
ENGINEER OF PLANNING

J. F. HOLMBERG
ENGINEER OF CONSTRUCTION

L. B. YARBROUGH
ENGINEER OF SIGNALS
& COMMUNICATIONS

R. D. PAMPERL
PUBLIC PROJECTS ENGINEER

W. G. HARDING
ARCHITECT

July 14, 1964

Michigan Public Service Commission
Lansing,
Michigan

ES YSBH

Gentlemen:

The Wabash Railroad Company will waive hearing in connection with application of The Detroit Edison Company for permission to install one 3/8 inch Bethanized "C" steel guy wire and one 5/16 inch EHS guy wire (Span I-J) over tracks of the Wabash Railroad at a point 60 feet west of the centerline of Haggerty Road and approximately 100 feet south of the centerline of Edison Lake Road, approximately 1 1/2 miles east of the east limits of the City of Belleville, in Section 24, T3S, R8E, Wayne County, Michigan.

All construction to be in accordance with Rules and Regulations of the Michigan Public Service Commission and in a manner that will not obstruct the Railroad Company's right of way, view of the tracks or signals.

Very truly yours,

(Signed) E. Q. Johnson

RECORDED RIGHT OF WAY NO.

14087

WABASH RAILROAD COMPANY

RAILWAY EXCHANGE BUILDING

SAINT LOUIS 1, MISSOURI

E. Q. JOHNSON
CHIEF ENGINEER

July 14, 1964

F. R. MICHEAL
ASSISTANT CHIEF ENGINEER

G. F. ROTHWELL
ENGINEER OF PLANNING

J. F. HOLMBERG
ENGINEER OF CONSTRUCTION

1008-18
706.500

L. B. YARBROUGH
ENGINEER OF SIGNALS
& COMMUNICATIONS

R. D. PAMPERL
PUBLIC PROJECTS ENGINEER

W. G. HARDING
ARCHITECT

Dr. Yarbrough

The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

Attention Mr. I. W. Gamble, Supervisor of Rights of Way,
Properties and Rights of Way

Gentlemen:

As requested in your letter of June 25, 1964, attached in duplicate is Waiver of Hearing in connection with installation of guy wires over our tracks in Belleville, Wayne County, Michigan.

Agreement covering the wires is being prepared and will be sent to you for handling shortly.

Very truly yours,

E. Q. Johnson

Att.

RECORDED RIGHT OF WAY NO. 16087

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

TO: Mr. L. B. Yarbrough, Engineer
Signals and Communications Dept.
Wabash Railroad Company
Room 1551, Railway Exchange Building
St. Louis 1, Missouri

June 25, 1964

We hereby ~~noted by you~~ request permission for facilities over your tracks and/or right of way as follows:

Proposed Construction: Install one 3/8 inch Bethanized "C" steel guy wire and one 5/16 inch EHS guy wire (Span I-J).


NOTE: Span B-G, covered by Permit No. ED2-8-5179 dated 9-6-63, is to remain unchanged.

Specific Location In private property at a point 60 feet west of the center line of Haggerty Road and approximately 100 feet south of the center line of Edison Lake Road, approximately 1 1/2 miles east of the east limits of the City of Belleville.

R.R. Valuation Station _____ R.R. Mile Post _____
City/Village _____ Township Van Buren (Southwest 1/4 of Section 24)
County Wayne Detroit Edison Plan Attached RX-688D
This is a New Crossing This is a Reconstruction of Existing Crossing _____
Previous Agreement Information (if any) Date _____ (R.R. Plan) _____

Blanket Waiver of Hearing Covers _____ Waiver of Hearing Requested In Duplicate
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.


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

IWC:dal

RECORDED RIGHT OF WAY NO.

14087

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

January 6, 1964

Permit No. ED2-8-5179

MICHIGAN PUBLIC SERVICE COMM.	
PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. <u>ST</u>	R & S _____
JAN 8 1964	
Adm. _____	_____
File _____	_____

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, I. W. Gamble, Supervisor of Rights of Way
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing, covered by Wire Crossing Permit No. ED2-8-5179,
issued 9-6-63, has been constructed in accordance with
specifications of the Michigan Public Service Commission and construction
standards of The Detroit Edison Company, approved by Michigan Public Service
Commission on July 19, 1939, file ED 2-9.01, and that this crossing will be
maintained as provided in such specifications and construction standards.

Yours very truly,

Ivan W. Gamble
Ivan W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

RECORDED RIGHT OF WAY NO.

RX No. 688C
2 Miles West of West Limits
Location of Village of Romulus
SW 1/4 Sec. 24, Van Buren Twp.
Wayne County
Railroad Wabash RR
In Haggerty Road, 100' South of
C/L of Edison Lake Road.

*on RX-688D
1 1/2 miles
E of E limits
of City of
Belleville
(Romulus not
in Van Buren
Twp.)*

Subscribed and sworn to before me this
6th day of January, 19 64.
James B. Gadden
Notary Public, Oakland
County, Michigan. My Commission expires 10-15-66

16087

W.R.R. Waiver File 1008-18

LGH/hb

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

September 3, 1963

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 **Wabash Railroad approximately 2 miles west of the west limits of the Village of Romulus, in the S.W. 1/4 of Section 24, Van Buren Township, T-3S, R-8E, Wayne County, Michigan.**

*7 on R-688D
1 1/2 miles E of
E limits of
City of Belleville
(Romulus not
in Van Buren Twp.)*

Three #000 B 13,200 volt wires, one #0 B neutral wire and two #6 bare copperweld system communication wires over the tracks of the Wabash Railroad located in Haggerty Road at a point approximately 100' south of the centerline of Edison Lake Road.

MICHIGAN PUBLIC SERVICE BOARD	
PUBLIC UTILITIES DIVISION	
Tel. _____	G's _____
Elec. _____	R & S _____
SEP 4 1963	
Adm. _____	
File _____	

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. **ED 2-8-3169** dated **3-16-53**.
- This is a new crossing.

Reference number of construction drawing is **RX- 688C**.

**WRR Waiver of Hearing
(8-29-63) attached.
Their File: 1008-18**

Permit No. ED2-8-5179

Date September 6, 1963

By *F. M. Hoppe*

Yours very truly,

I. W. Gamble

**I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.**

Check in circle indicates statement applicable.

RECORDED RIGHT OF WAY NO.

16087

WABASH RAILROAD COMPANY

RAILWAY EXCHANGE BUILDING

SAINT LOUIS 1, MISSOURI

E. Q. JOHNSON
CHIEF ENGINEER

F. R. MICHEAL
ASSISTANT CHIEF ENGINEER

G. F. ROTHWELL
ENGINEER OF PLANNING

J. F. HOLMBERG
ENGINEER OF CONSTRUCTION

L. B. YARBROUGH
ENGINEER OF SIGNALS
& COMMUNICATIONS

R. D. PAMPERL
PUBLIC PROJECTS ENGINEER

W. G. HARDING
ARCHITECT

1008-18

Michigan Public Service Commission
Lansing,
Michigan

Gentlemen:

The Wabash Railroad Company will waive hearing in connection with application of The Detroit Edison Company for permission to add three #000 B 13,200 volt wires and one #0 B Neutral wire to the existing crossing of two #6 bare copperweld System communication wires (Span B-G) over tracks of the Wabash Railroad in Haggerty Road at a point approximately 100 feet south of the centerline of Edison Lake Road and approximately two miles west of the west limits of the Village of Romulus in Van Buren Township, Wayne County, Michigan.

All construction to be in accordance with Rules and Regulations of the Michigan Public Service Commission and in a manner that will not obstruct the Railroad Company's right of way, view of the tracks or signals.

Very truly yours,

(Signed) E. Q. Johnson

On RY-6020
described as 1/2
miles E of the E.
limits of City of
Romulus
is incorporated
and not over in
Van Buren Township

RECORDED RIGHT OF WAY NO. 10087

WABASH RAILROAD COMPANY

RAILWAY EXCHANGE BUILDING

SAINT LOUIS, I. MISSOURI

E. Q. JOHNSON
CHIEF ENGINEER

August 29, 1963

F. R. MICHEAL
ASSISTANT CHIEF ENGINEER

G. F. ROTHWELL
ENGINEER OF PLANNING

J. F. HOLMBERG
ENGINEER OF CONSTRUCTION

L. B. YARBROUGH
ENGINEER OF SIGNALS
& COMMUNICATIONS

R. D. PAMPERL
PUBLIC PROJECTS ENGINEER

W. G. HARDING
ARCHITECT

1008-18

The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

Attention Mr. I. W. Gamble, Supervisor of Rights of Way,
Properties and Rights of Way Department

Gentlemen:

Referring to your letter of July 18, 1963 relative proposed addition of three #000 B 13,200 volt wires and one #0 B Neutral wire to the existing crossing of two #6 bare copperweld System communication wires (Span B-G) over our tracks in Haggerty Road at a point approximately 100 feet south of the centerline of Edison Lake Road and approximately two miles west of the west limits of the Village of Romulus in Van Buren Township, Wayne County, Michigan.

We understand the entire construction will be within the limits of a public street and conform in all respects with Rules and Regulations of the Michigan Public Service Commission. Under the circumstances the Railroad Company will not object to the proposed construction provided that:

1. No part of the cost of proposed construction over the Wabash Railroad tracks will be borne by the Wabash.
2. The Detroit Edison Company will reimburse the Wabash for any expense necessarily incurred by it in supervising, protecting or flagging due to the proposed construction over the Wabash tracks.
3. The Detroit Edison Company will protect the Wabash Railroad from any loss or damage for injuries occasioned through negligence of the construction, operation or maintenance of the work of installation.

Please notify Superintendent W. G. Blades at Montpelier, Ohio ten days prior to the time you expect to begin construction of this crossing. Waiver of hearing, in duplicate, attached.

Very truly yours,

E. Q. Johnson

Att.

RECORDED RIGHT OF WAY NO.

16087

WABASH RAILROAD COMPANY

INDUSTRIAL DEVELOPMENT AND REAL ESTATE DEPARTMENT
1655 RAILWAY EXCHANGE BUILDING
ST. LOUIS, MISSOURI 63101
314 CHESTNUT 1-4700

July 30, 1964

File: L French Landing - The Detroit Edison
Company

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

Gentlemen:

Under agreement dated March 1, 1953, the Wabash Railroad Company granted you the right to construct and maintain an overhead electric transmission line upon its property at French Landing, Michigan, at an annual rental of \$50.00.

You are now requesting the right to install one 3/8 inch Bethanized "C" steel guy wire and one 5/16 inch EHS guy wire over Wabash tracks and property, as shown by red line on print dated July 2, 1964, marked Exhibit A, attached hereto and hereby made a part of this agreement.

In consideration of the sum of \$30.00 lump sum payment, the Wabash is willing and does hereby grant you the right and permission to construct the additional guy wires in accordance with specifications marked Exhibit B, attached hereto and hereby made a part of this agreement, with the understanding that all of the provisions of said agreement dated March 1, 1953, shall apply as fully to these additional facilities as if fully set out herein; except as modified or amended herein, the said agreement dated March 1, 1953 shall remain in full force and effect.

If this meets with your approval, kindly sign and return to the undersigned the duplicate of this letter, retaining the original for your records.

Yours very truly,

WABASH RAILROAD COMPANY

By 

D. E. Brummitt

Vice President - Industrial Development
and Real Estate

The above arrangement is satisfactory and we hereby agree to be bound by the terms thereof.

THE DETROIT EDISON COMPANY

By 

A. L. KASAMEYER, DIRECTOR

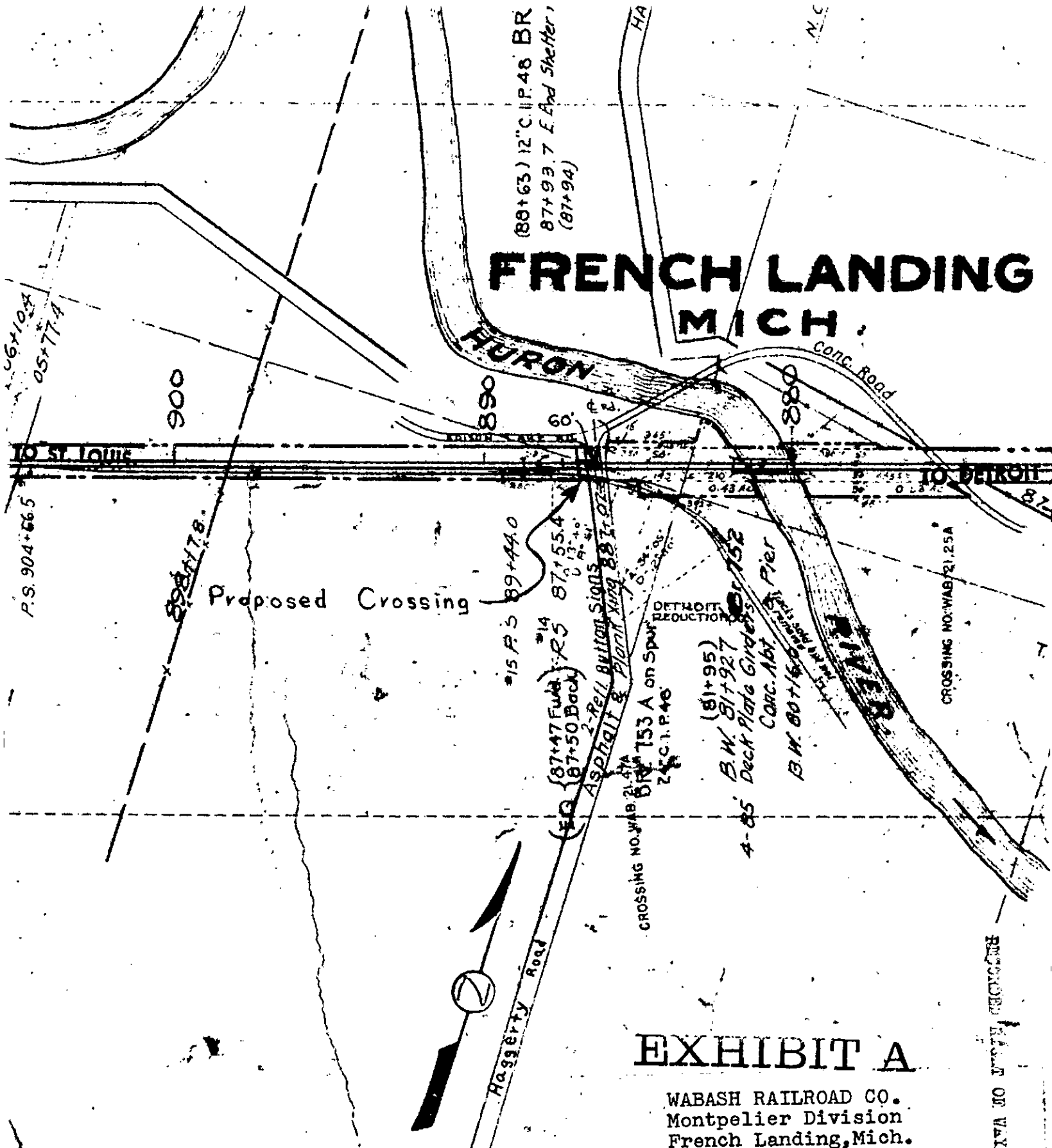
PROPERTIES AND RIGHTS-OF-WAY DEPARTMENT

This 31st day of August 1964.

RECORDED RIGHT OF WAY NO. 16087

lls.

FRENCH LANDING MICH



(89+63) 12" C.I.P. 48 BR
 87+93.7 E. And Shelter,
 (87+94)

06+10.8
 05+77.4

P.S. 904+66.5

900

890

880

Proposed Crossing

*15 P.S. 89+44.0

(87+47 Fwd) R5 87+55.4
 (87+50 Back) R5 87+55.4
 U.P. No. 41
 2-Rel. Riveted Signs
 Asphalt & Plain xing 88 Tr. 02

DETROIT REDUCTION

(81+95)

B.W. 81+92.7

4-85 Deck Plate Girders

Conc. Abt. 5th Pier

B.W. 80+60

CROSSING NO. WAB 21.25A

Haggerty Road

EXHIBIT A

WABASH RAILROAD CO.
 Montpelier Division
 French Landing, Mich.

PROPOSED CROSSING OF ONE 3/8" BETHA
 IZED "C" STEEL GUY WIRE AND ONE 5/16"
 EHS GUY WIRE 60' WEST OF HAGGERTY ROAD
 TO SERVE DETROIT EDISON CO.

Office of Division Engineer

Scale 1"=400'

July 2, 1964

RECORDED PLAN OF WAB NO. 16087

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

May 17, 1954

nmr
5/18/54

MEMORANDUM TO:

Mr. Eldred H. Scott
Controller
520 General Offices

Attached, for the General Files, is a fully executed copy of an agreement with the Wabash Railroad Company covering overhanging of railroad right-of-way and also a crossing over tracks West of Savage Road in Section 27 of Van Buren Township, City of Belleville, Michigan. Our wires, consisting of three # 3/0 ACSR conductors carrying 40,000 volts and one 3/8 inch copper ground wire, will overhang the Railroad right-of-way for a distance of approximately 7300 feet and the crossing over the tracks is at a point just Easterly of Haggerty Road. There will also be two guy anchors and wires installed.

The agreement, dated March 1, 1953, requires an annual rental of \$50.00.

L. G. Hedden
Supervisor
Rights-of-Way Procurement

RIGHT OF WAY FILE NO. 16087

L. G. Hedden:br
Encl.

GEN'L ACCTS DEPT.
ENTERED - CANCELLED
CONTRACT BOOK NO. <u>4</u>
DATE <u>6-8-54</u>
BY <u>A. N. J.</u>
CHECKED BY <u>[Signature]</u>

GENERAL FILES
RECEIVED MAY 20 1954
CLASSIFICATION:

REFERRED TO
<i>K</i>

LICENSE FOR OVERHEAD WIRE LINE

This Agreement, Made and entered into this 1st day of March A. D. 1953,
 by and between **WABASH RAILROAD COMPANY**, party of the first part (hereinafter called the Wabash), and
THE 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

Fifty and no/100-----Dollars (\$ **50.00**), **per annum**(in advance)

, to be paid by the Utility to the Wabash, ~~(part of which is due by check)~~
~~to be paid~~, and the covenants, agreements and undertakings of the Utility hereinafter contained, the Wabash 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 as follows:

**An overhead electrical transmission line consisting
 of three #3/0 ACSR conductors carrying 40,000 volts and
 one 3/8 inch copper ground wire, overhanging the right
 of way for a distance of approximately 7,300 feet and
 crossing the tracks and right of way at a point just
 Easterly of Haggerty Road, also, two guy anchors and
 guy wire located Easterly of Savage Road, at French Land-
 ing, Michigan,**

RIGHT OF WAY FILE NO. 16287

as shown in brown line on print dated **January 16, 1953** 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 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 Exhibit A attached hereto and hereby made a part of this agreement.

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, its lessees and licensees, including such special protective devices, as shall be necessary in the judgment of the Superintendent Signals and Communications of the Wabash 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, the Superintendent Signals and Communications of the Wabash 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.

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.

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, its lessees or licensees, now or hereafter located on the Wabash'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, its lessees and licensees, such protective devices as shall be necessary in the judgment of the Superintendent Signals and Communications of the Wabash 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, its lessees and licensees now or hereafter located on the Wabash's right of way as well as on owned or leased property.

Sixth: In the event that the Wabash 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, its lessees and licensees, or make any additions thereto, the Utility agrees that, upon the written request of the Wabash, 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 Signals and Communications of the Wabash to provide for safe and proper construction, reconstruction, maintenance and operation of circuits and lines of the Wabash, its lessees and licensees. If the Utility shall fail to comply with any such request within ten (10) days, the Wabash 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, the Utility assumes the risk of, and covenants and agrees that it will save harmless the Wabash from 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, or its removal therefrom, unless caused by the sole negligence of the Wabash, 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.

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 to construct, use, maintain or operate pole or wire lines on the Wabash's owned or leased right of way.

RECORDED RIGHT OF WAY NO. 16081

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; the provisions of this agreement to remain in full force and effect until such removal has been made.


Twelfth: It is understood and agreed that the Utility shall at its own cost and expense keep the weeds cut from a distance of 10 feet on either side of the facilities placed upon the premises of the Wabash.

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.

WABASH RAILROAD COMPANY

By 
Land & Tax Commissioner
D.E. Brummitt

THE DETROIT EDISON COMPANY

By 
DIRECTOR, RIGHTS-OF-WAY DEPARTMENT

RIGHT OF WAY FILE No. 16287

LBH
Approved as form
Wm. R. Pugh Legal Dept 3/2/53

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

PUBLIC UTILITIES	
Tel.	Gas
Elec.	Adm.
APR 10 1953	
Food A.	R and V.

April 8, 1953

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 Wabash Railroad approximately 2 miles West of the Village of Romulus in the S. W. 1/4 of section 24 Van Buren Township, Wayne County, T-38, B-8E

3 #000 ACSR - 40,000 volt wires and one 3/8" bare copperweld ground wire over the tracks of the Wabash Railroad located in Haggerty Road at a point 100' South of Huron River Drive.

RIGHTS OF WAY
DEPARTMENT

1953 APR 10 AM 10 01

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 RK-2923

Waiver of hearing dated 4/3/53 attached.

Yours very truly,

L. G. Hedden
L. G. Hedden, Supervisor
Rights of Way Procurement

Permit No. ED2-8-3179

Date April 9, 1953

By F. M. Hoppe
Acting Director of Public Utilities

✓ Check in square indicates statement applicable.

RECORDED RIGHT OF WAY NO.

16087

MFJW

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION
APR 9 - 1953
SECRETARY'S OFFICE

RIGHTS OF WAY
DEPARTMENT

1953 APR 7 PM 3 42

April 3, 1953

SUBJECT: Crossing -The Detroit Edison Company - RI-2923-
2 miles west of Romulus

Michigan Public Service Commission
Lansing, Michigan

Gentlemen:

The Tabash Railroad Company will waive hearing before your Commission concerning the application of the Detroit Edison Company of Detroit for permission to string:

3 - #000 ACSSR wires to carry 40,000 volts
1 - 3/8" bare copperweld ground wire
over the Railroad Company tracks and right-of-way (Span B & C) located at Haggerty Road two miles west of the Village of Romulus in the Southwest 1/4 of Section 24, Van Buren Township, Wayne County, Michigan.

All construction to be in accordance with Rules and Regulations of the Commission and in a manner that will not obstruct the use of the Railroad Company's right-of-way or view of tracks or signals.

Very truly yours,

Supt. Sigs. & Comm.

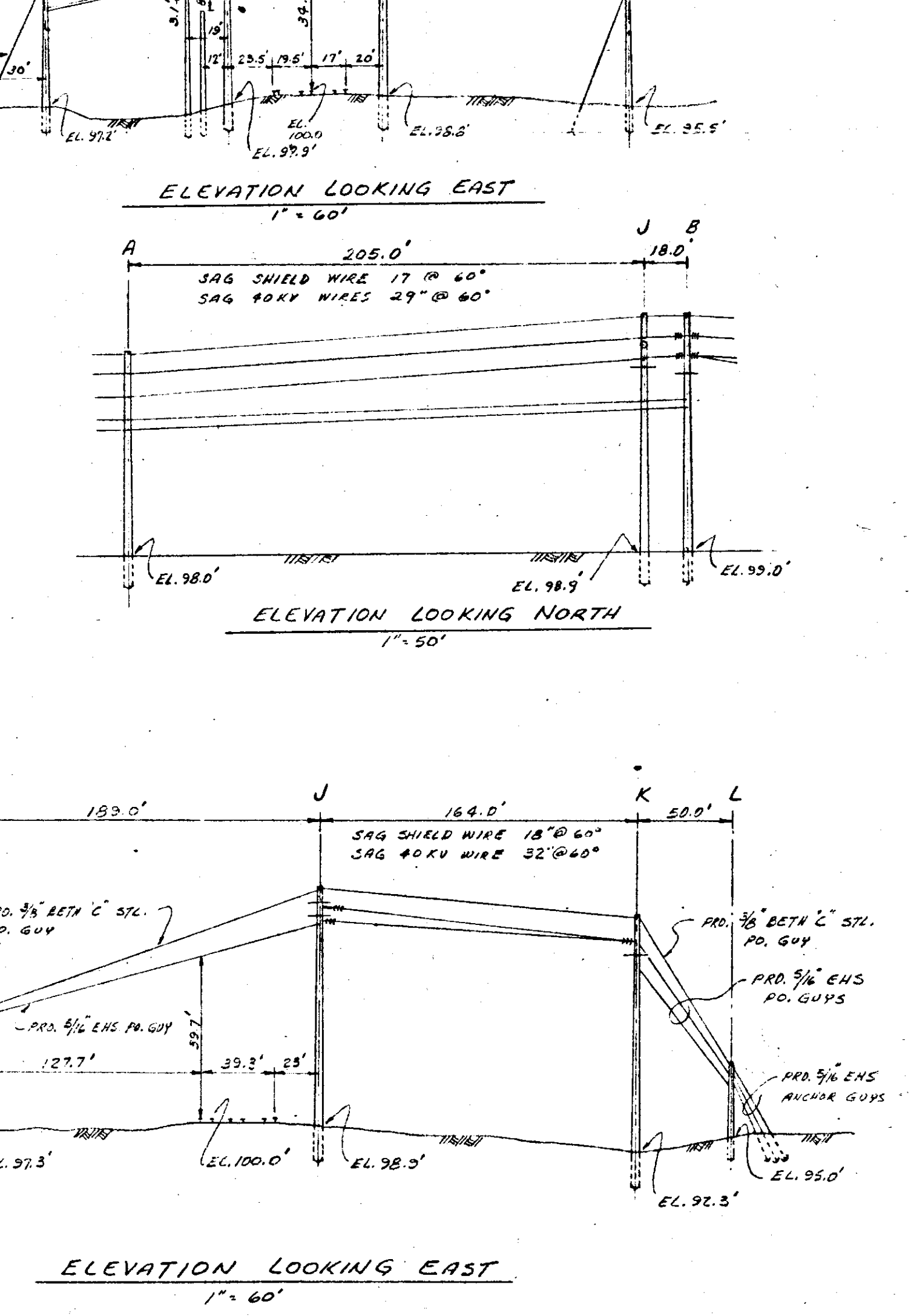
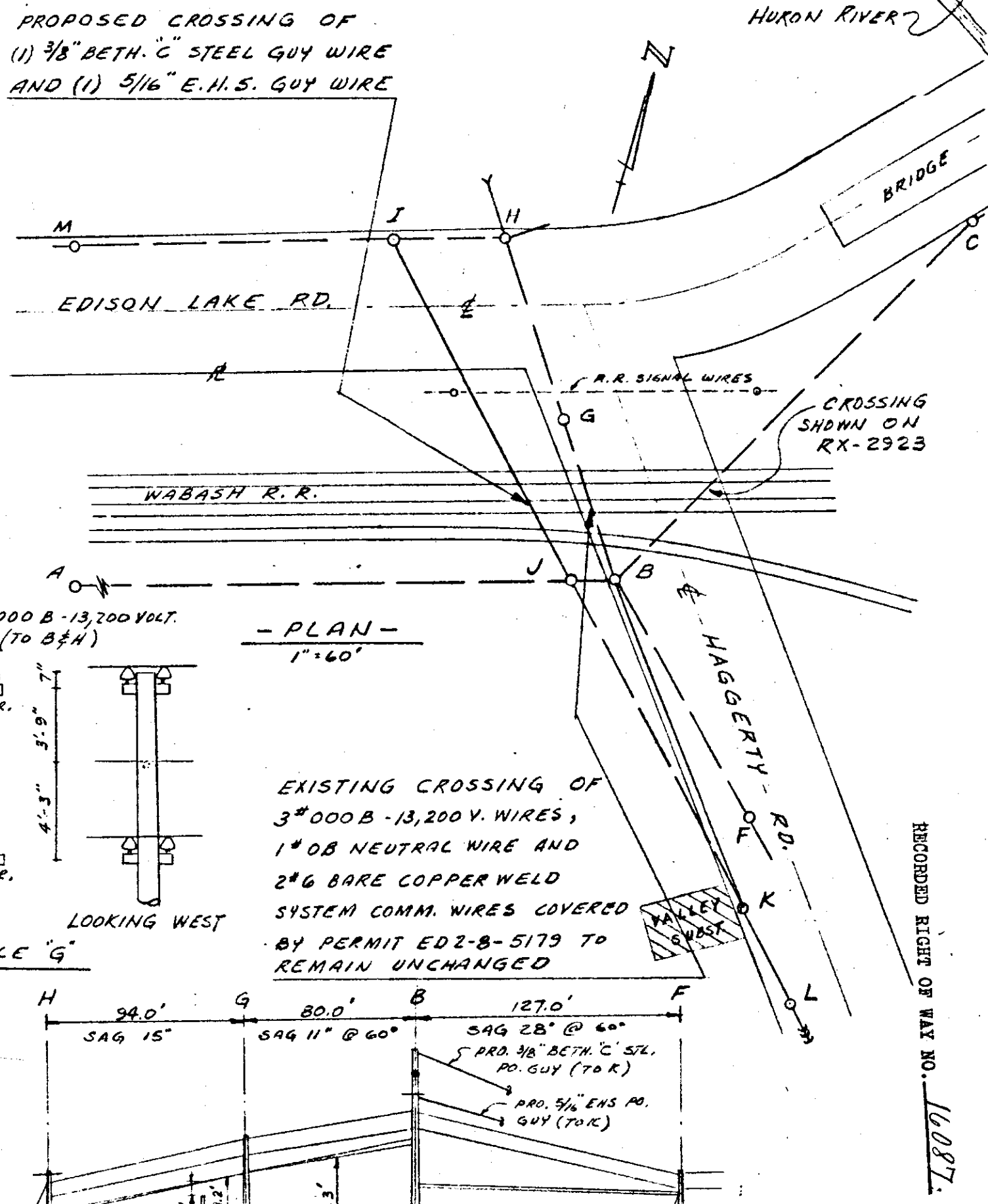
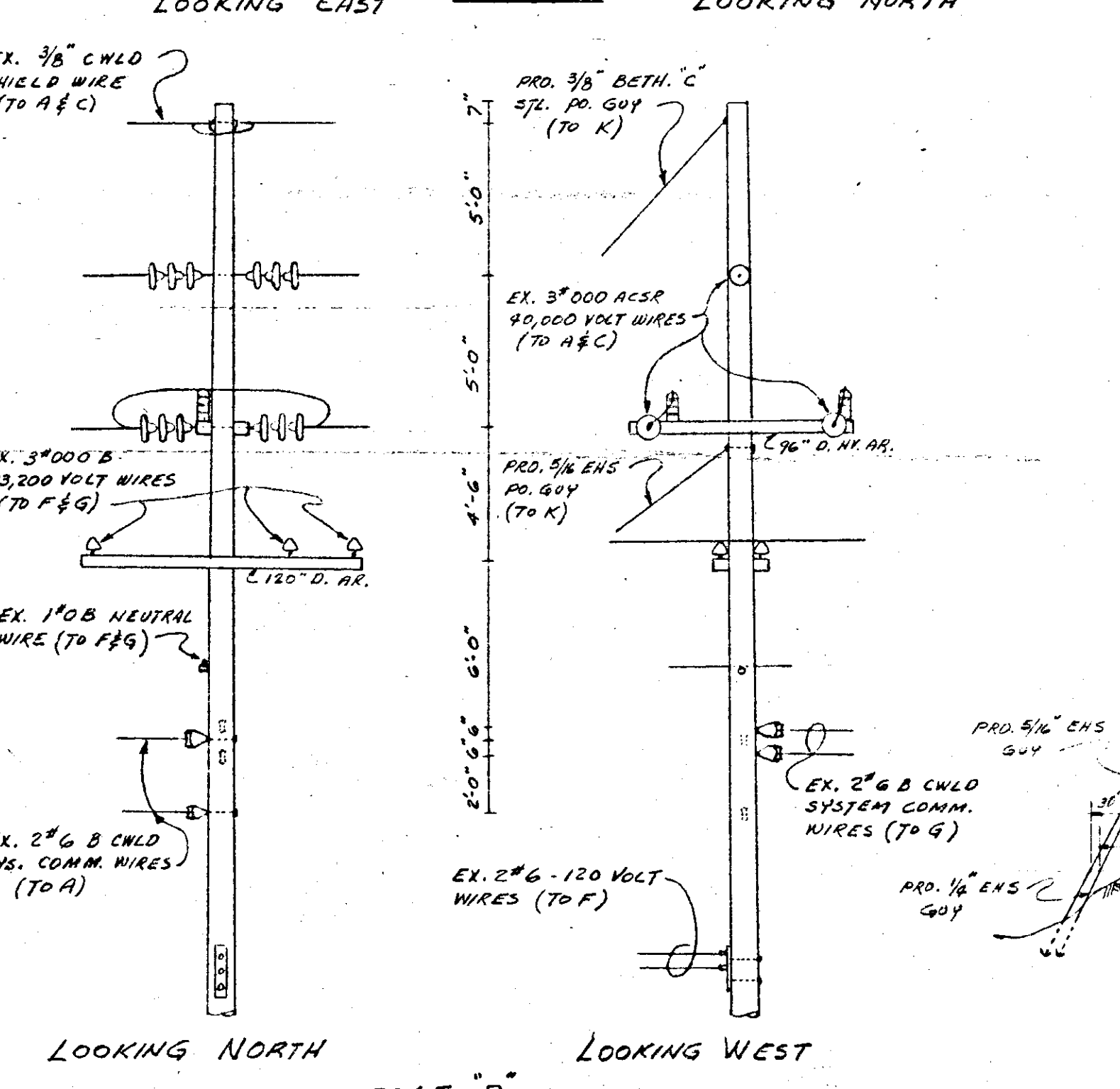
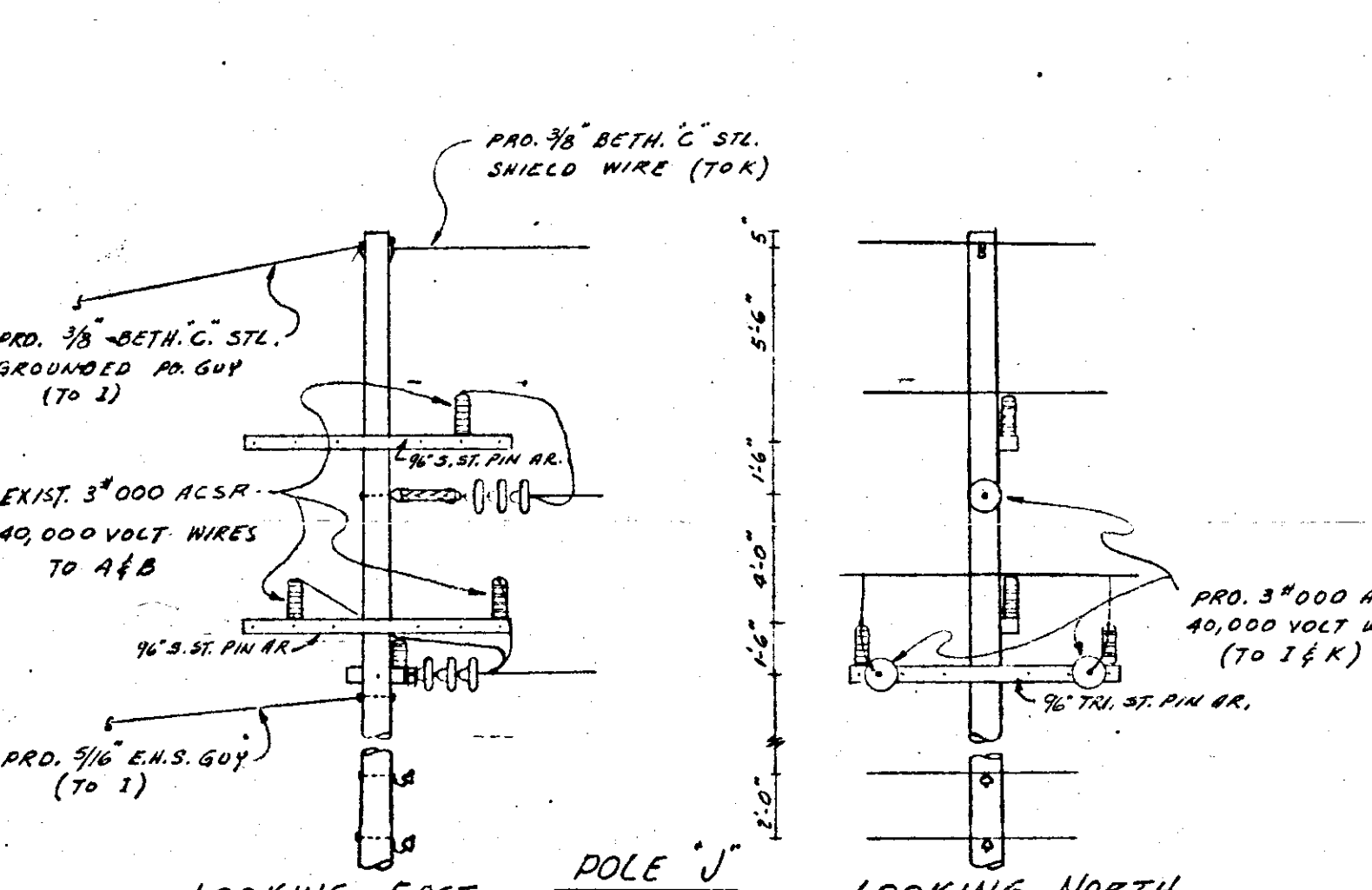
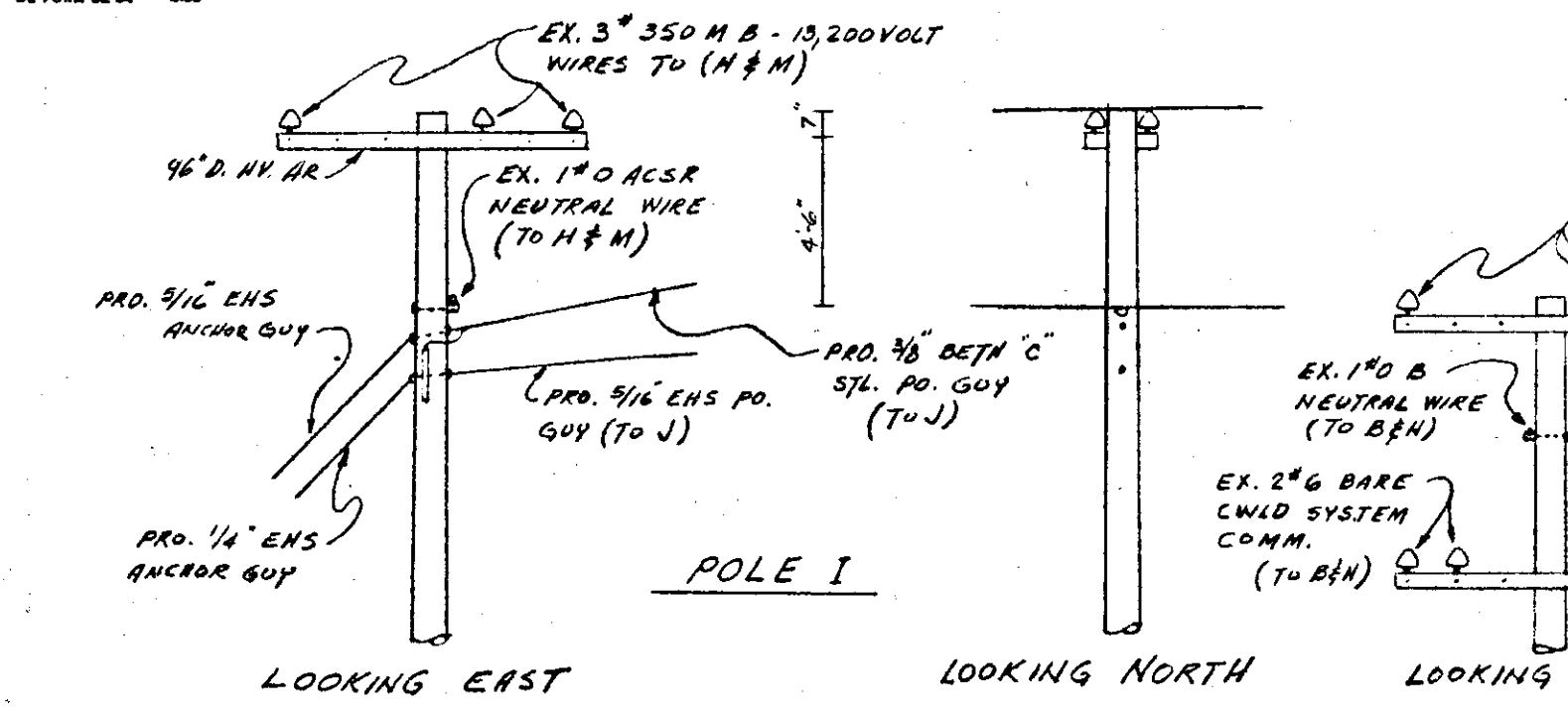
RECORDED RIGHT OF WAY NO.

16087

PROPOSED LINE CROSSING OVER WABASH R.R. IN HAGGERTY RD. AND IN PRI. PROP. 60' W. OF E. OF HAGGERTY RD. APPROX. 1 1/2 MILES EAST OF BELLEVILLE CITY OF BELLEVILLE
 EXISTING PERMIT NUMBER ED-2-B-5179
 APPROX. 1 1/2 MILES EAST OF BELLEVILLE CITY OF BELLEVILLE
 SECTION 24, 3W14 TOWNSHIP VAN BUREN COUNTY 35 BE PARISH WAYNE

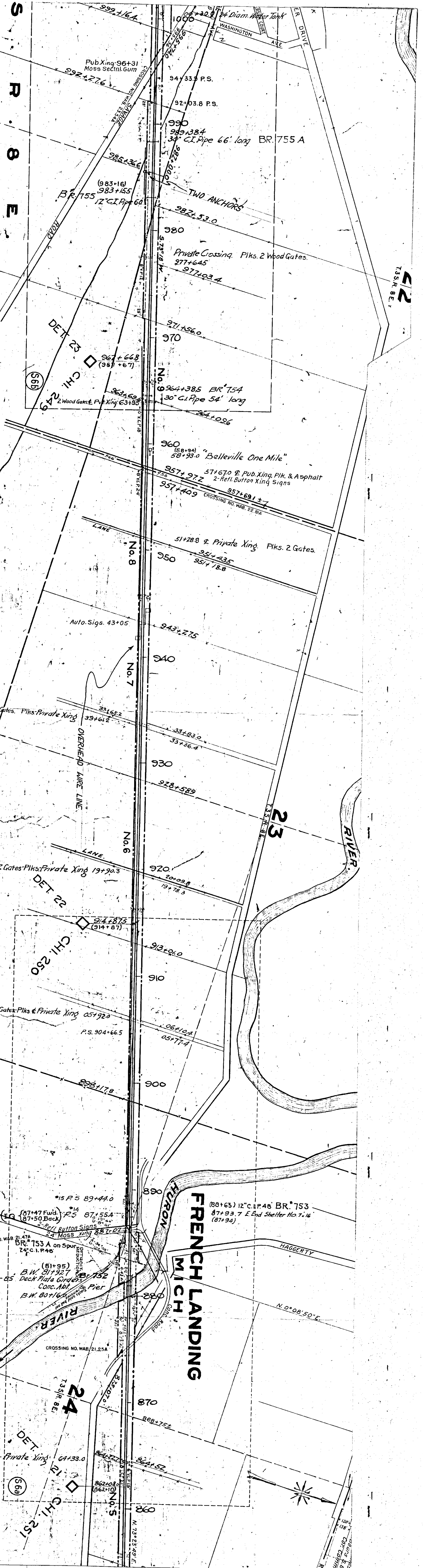
CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
SPAN B-G							
3	000	B	13,200	A	60	3	WOOD
1	0	B	NEUTRAL	B	70	1	"
2	#6	BARE	SYSTEM COMM.	F	40	4	"
				G	50	3	"
SPAN I-J							
1	3/8"	BETH C	STL. GUY	H	40	3	"
1	5/16"	EHS	GUY	J-K	70	1	"
				L	25	2	"
				M	40	-	"

DESIGNED BY H. GEPPERT PLANNING & PROJECT ENGINEERING DEPT DATE 6-24-64
 ESTIMATOR H. J. FOX OVERHEAD LINES DEPT WAYNE DIST. OFF.



RECORDED RIGHT OF WAY NO. ~~16087~~

RIGHT OF WAY FILE NO. 16287



27
T3SR 8E

22
T3SR 8E

23
T3SR 8E

24
T3SR 8E

**FRENCH LANDING
MICH.**

WABASH RAILROAD COMPANY
Land and Tax Department
Print showing overhead wire line of
THE DETROIT EDISON COMPANY
FRENCH LANDING, MICH.

Scale 1"=400'
January 16, 1953

RECORDED RIGHT OF WAY NO. 16087

PROPOSED LINE CROSSING OVER THE WARASH R.R. EXISTING PERMIT NUMBER NEW CROSSING
 IN HASSERTY RD. S. OF HURON RIVER DRIVE CITY OF VILLAGE OF KOSCIUSKO
 SECTION 24 S.W. 1/4 TOWNSHIP VAN BUREN T 35 R 9E COUNTY WAYNE

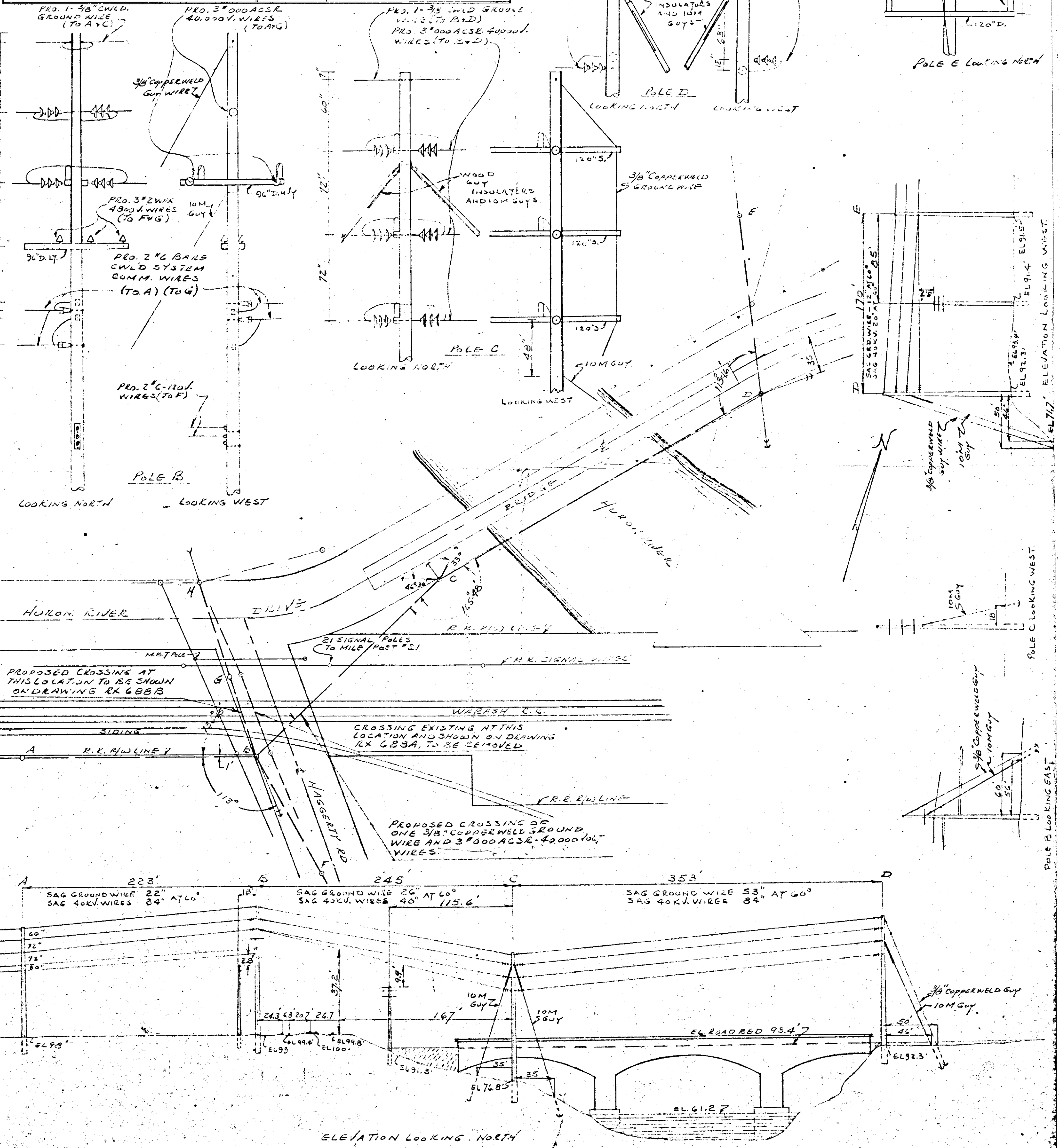
NOTES
 MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1879 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
3	000	ACSR	40000	A	60'	3	IN CEDAR
1	3/8"	COPPER WELD	P-C-D	70'	1	"	"
		GROUND WIRE	E	65'			

DRAWN BY J. WHITE ENGINEERING DIVISION DATE 2-18-53
 ESTIMATOR H. CATTIN OVERHEAD LINES DEPT. WAYNE

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.



*Inventory of Painted Span
Linnell Union B/w 16087*

RECORDED RIGHT OF WAY NO. 16087