

THE PENNSYLVANIA



RAILROAD COMPANY

PURCHASES AND REAL ESTATE

December 22, 1965

261886

Real Estate Department
Chicago Union Station
Chicago, Illinois 60606

VARIOUS LOCATIONS - Leases with Detroit Edison Company.

Mr. I. W. Gamble
Supervisor of Right of Way
Properties and Right of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Gamble:

This will refer to your letter of November 11, 1965 in answer to ours of October 29, 1965 concerning consolidation of rental payments on all your accounts under one payment period.

You will note on the enclosed synopsis sheet that we have listed all the agreements your Company has with the Railroad and have prorated the annual rental payments to February 1, 1966. This date seems to be the most reasonable since a greater number of your accounts are paid at that time. A sum of \$808.56 has been given to your credit for agreements paid beyond that date, and \$2.42 has been charged for agreements not yet paid to February 1st. We have subtracted the amount due from the amount of credit, leaving a balance of \$806.14.

When this letter is signed and returned, it will become a part of each agreement, and the \$806.14 overpayment will at that time be given to your credit.

Please advise if the accounts listed agree with your records, and if this meets with your satisfaction, please sign the original of

RECORDED RIGHT OF WAY NO. 16171

ITEM 4

Mr. I. W. Gamble

-2-

December 22, 1965

281000

this letter, keeping the carbon copy for your files, and return it to us in the enclosed stamped envelope. Upon receipt we will progress the necessary arrangements with our Accounting Department.

Sincerely yours,

E. E. Kinzel
E. E. Kinzel *EES*
General Manager, Real Estate

RM
enc.

RECEIVED AND ACCEPTED

By: *Ivan W. Gamble*
IVAN W. GAMBLE

Date: JAN 4 1966

RECORDED RIGHT OF WAY NO.

16171

ITEM 4

Account No.	Name	Address	Wire King	Amount	Due Date	Agreement Date	Due To	Credit From
1. 3U-90161	Melvindale, Mich.		\$173.00	7-1	6-30-64		\$72.10	
2. 98-00060	Detroit, Mich.		911.00	10-1	6-14-22		607.33	
3. 98-00140	Detroit, Mich.		64.28	10-1	4-30-25		12.88	
4. 98-00110			5.00	1-1	9-11-25			
5. 98-00150	Lincoln Pk., Mich.		5.00	8-1	9-28-25			2.50
6. 98-02050	Detroit, Mich.		5.00	11-1	1-14-26			3.75
7. 98-02070	Lincoln Pk., Mich.		5.00	10-15	2-24-26			3.57
8. 98-03950	Detroit, Mich.		10.00	5-1	8-18-38			2.50
9. 98-01130			5.00	2-1	2-5-40			
10. 98-05840			10.00	2-1	10-1-51			
11. 98-06130			77.50	2-1	9-1-45			
12. 98-06160			10.00	2-1	4-1-46			
13. 98-06180			6.00	2-1	9-1-46			
14. 98-06190			3.00	2-1	9-1-46			
15. 98-06220			10.00	2-1	12-1-46			
16. 98-06230			3.00	2-1	4-1-47			
17. 98-06260			10.00	2-1	7-1-47			
18. 98-06250	Carleton, Mich.		11.50	2-1	7-29-49			
19. 98-06320	Detroit, Mich.		7.50	2-1	2-17-50			
20. 98-06340	Carleton, Mich.		15.00	2-1	8-31-50			
21. 98-06950	Detroit, Mich.		119.50	2-1	8-6-52			
22. 98-07010			13.00	2-1	2-12-53			
23. 98-07090			18.50	2-1	3-2-53			
24. 98-07180			12.00	2-1	7-15-53			
25. 98-07520			3.00	3-1	6-1-54			0.25
26. 98-09104	Flat Rock, Mich.		10.00	8-1	8-15-56			5.00
27. 98-09380	Searborn, Mich.		21.00	2-1	5-6-57			
28. 98-09520	Detroit, Mich.		16.50	9-12	11-18-57			9.95
29. 98-09540			24.00	1-1	3-3-58			
30. 98-09810			15.00	6-15	8-18-59			5.63
31. 98-09820			20.00	7-6	8-19-59			8.69
32. 98-12610			7.50	9-1	10-5-60			4.41
33. 98-12960	Allen Pk., Mich.		50.00	8-1	8-30-62			25.00
34. 98-13050	Detroit, Mich.		30.00	2-1	12-31-62			
35. 98-13240			20.00	11-1	12-31-63			
36. 98-13271			7,676.00	2-1	6-29-64			15.00

261800

Accounts given credit from date paid to - - - - - \$808.56
 Accounts due to February 1, 1966 - - - - - 2.42
 Credit on all accounts to February 1, 1965 - - - - - \$806.11
 Amount due on all accounts February 1, 1966 - - - - - \$9,402.78

Amount to be billed February 1 1966 - - - - - \$8,596.64

* To be included, however, to be handled separately by Supplemental Agreement Prepared by Operating Dept. of P.R.R. Co.

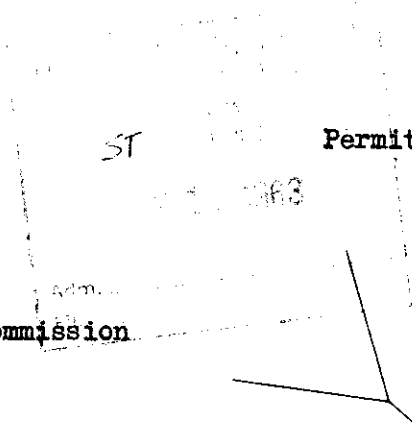
\$2.42 \$808.56

ITEM 4

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

March 14, 1963



ED2-8-5082

Permit No. _____

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, Ivan W. Gamble, Supervisor, Right-of Way
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing, covered by Wire Crossing Permit No. ED2-8-5082
issued 1-21-63, 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,

I. W. Gamble
Supervisor of Rights of Way
Real Estate and Rights of Way Dept.

LGH:dal

RX No. 86 J
Location City of Detroit,
Wayne County
Railroad Pennsylvania

Railroad

In Lyndon Avenue at a point 400 feet
east of Cheyenne Avenue (Span C-D).

Subscribed and sworn to before me this
14th day of March, 1963.

Lyman G. Hedden
Notary Public, Oakland

County, Michigan.
My Commission expires October 15, 1966

16171

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

March 13, 1963

ST

Permit No. ED2-8-5083

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, Ivan W. Gamble, Supervisor Rights-of-Way

of The Detroit Edison Company, Detroit, Michigan, hereby certify that the wire crossing, covered by Wire Crossing Permit No. ED2-8-5083 issued 1-21-63, 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, 1959, file ED 2-9.01, and that this crossing will be maintained as provided in such specifications and construction standards.

Yours very truly,



I. W. Gamble
Supervisor of Rights of Way
Real Estate and Rights of Way Dept.

LGH:dal

RX No. 86J

Location City of Detroit,

Wayne County

Railroad Pennsylvania

Railroad

In Lyndon Avenue at a point 250 feet east of Cheyenne Avenue (Span B-C).

Subscribed and sworn to before me this 14th day of March, 1963


Lyman G. Hedden
Notary Public, Oakland

County, Michigan.
My Commission expires October 15, 1966

161 P.

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

Michigan Public Service Commission
Lansing 13, Michigan

January 17, 1963

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **Pennsylvania R.R. in the City of Detroit, Wayne County, Michigan.**

(Span C-D) Three #2 wpx - 4800 Volt wires, 3- 350 MA
(weatherproof covered aluminum) 4800 Volt wires, 3/0 A - 4800 Volt wires
and 1/2 and 3/0 TWHP 120/240 Volt wires over the track of the Pennsylvania R.R. located in Lynden Ave. at a point 400' east of Cheyenne Ave.

Foreign Wires: 2/6 wp Public Lighting Commission street lighting wires and 4/10 City police and fire signal wires.

JAN 17 1963

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 2-8-1394** dated **5-18-54**.
- This is a new crossing.

Reference number of construction drawing is **RX- 86J**.

Yours very truly,

Permit No. **ED2-8-3082**

Date **JANUARY 21, 1963**

By *J. M. Hoppe*

I. W. Gamble
I. W. Gamble
Supervisor of Rights of Way
Real Estate and Rights of Way Dept.

Check in circle indicates statement applicable.

16-117

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

Michigan Public Service Commission
Lansing 13, Michigan

January 17, 1963

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Pennsylvania R.R. in the City of Detroit, Wayne Co. Michigan.

(Span B-C) Three #2 wpx - 4800 Volt wires, 3- 350 MA (weather-proof covered aluminum) 4800 Volt wires, #10A - 4800 Volt wires and one 5/16" copperweld guy wire over the track of the Pennsylvania R.R. located in Lyndon Ave. at a point 250' east of Cheyenne Ave.

Foreign Wires: 2#6 wp Public Lighting Commission street lighting wires, and #10 City police and fire signal wires.

JAN 17 1963

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 2-8-3395 dated 5-18-54.
- This is a new crossing.

Reference number of construction drawing is RX-86J.

Yours very truly,

I. W. Gamble

I. W. Gamble
Supervisor of Rights of Way
Real Estate and Rights of Way Dept.

Permit No. ED2-8-3083

Date January 21, 1963

By *F. M. Hoppe*

Check in circle indicates statement applicable.

16-171

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT 26, MICHIGAN

January 17, 1963

The Pennsylvania Railroad Company
TO: Mr. W. T. Hammond
Regional Engineer, Lake Region
55 Public Square
Cleveland 13, Ohio

We hereby notify you ~~of our request for~~ for facilities over your tracks ~~and/or~~
~~lighting wires~~ as follows:

Proposed Construction: Add three #0A 4800 volt wires to existing crossing of
three #2 WPX 4800 volt wires, three 350 MA (weatherproof covered aluminum) 4800
volt wires, and one #2 and three #0 TBWP 120/240 volt wires (Span C-D).

Foreign Wires: Two #6 WP Public Lighting Commission street lighting wires and
four #10 City police and fire signal wires.

Specific Location In Lyndon Avenue at a point 400 feet east of Cheyenne Avenue.

R.R. Valuation Station _____ R.R. Mile Post _____

City/Village Detroit Township _____

County Wayne Detroit Edison Plan Attached RX-86J

This is a New Crossing _____ This is a Reconstruction of Existing Crossing

Previous Agreement Information (if any) Date _____ (R.R. Plan) _____

No Agreement

Blanket Waiver of Hearing Covers Waiver of Hearing Requested _____
(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. M. Gamble
I.W. Gamble, Supervisor of Rights of Way
Real Estate and Rights of Way Department

dal

16 171

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT 26, MICHIGAN

TO: Mr. W. T. Hammond
The Pennsylvania Railroad Company
55 Public Square
Cleveland 13, Ohio

January 17, 1963

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

Proposed Construction: Add three #0A 4800 volt wires to existing crossing of three
#2 WPX 4800 volt wires, three 350 MA (weather-proof covered aluminum) 4800 volt
wires and one 5/16" copperweld guy wire (Span B-C).

Foreign Wires: Two #6 WP Public Lighting Commission street lighting wires and
four #10 City Police and Fire signal wires.

Specific Location In Lyndon Avenue at a point 250 feet east of Cheyenne Avenue.

R.R. Valuation Station _____ R.R. Mile Post _____

City/~~vicinity~~ Detroit Township _____

County Wayne Detroit Edison Plan Attached RX-86J

This is a New Crossing _____ This is a Reconstruction of Existing Crossing

Previous Agreement Information (if any) Date _____ (R.R. Plan) _____

No Agreement

Blanket Waiver of Hearing Covers Waiver of Hearing Requested _____
(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
Real Estate and Rights of Way Department

dal

16171

THE DETROIT EDISON COMPANY

RECEIVED
 MICHIGAN PUBLIC SERVICE
 COMMISSION
 SEP 14 1956
 SECRETARY'S OFFICE

2000 SECOND AVENUE
 DETROIT 26, MICHIGAN
 September 13, 1956

SEP 14 1956

Name S. _____

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 Pennsylvania R.R. in the City of Detroit, Wayne Co., Mich.

(Span D-I) 2#2 wpx copper and 1#4 bare copper messenger (#2 triplex) 120/240 volt wires over the track of the Pennsylvania R.R. located in private property at a point 430' east of Chayenne Ave. and 70' north of Lyndon Ave.

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 2-8-3400 dated 5-21-54
- This is a new crossing.

Reference number of construction drawing is RX- 86I

Yours very truly,

Ivan W. Gamble

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
 Ivan W. Gamble
 Supervisor of Rights of Way

Permit No. ED2-8-4064

Date September 14, 1956

By *F. M. Hoppe*
 Acting Director of Public Utilities

RECEIVED
 SEP 17 1956
 PUBLIC UTILITIES DIVISION

✓ Check in square indicates statement applicable.

16171

RECEIVED
 MICHIGAN PUBLIC SERVICE
 COMMISSION
 SEP 14 1956
 STATE OFFICE

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
 DETROIT 26, MICHIGAN

September 13, 1956

SEP 14 1956
 and S
 P.S.

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 Pennsylvania R.R. in the City of Detroit, Wayne Co, Mich.

(Span I-L) 2#2 wpx copper and 1#4 bare copper messenger (#2 triplex) 120/240 volt wires over the track of the Pennsylvania R.R. located in private property at a point 480' east of Cheyenne Ave. and 170' north of Lyndon Ave.

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- 86I

Yours very truly,

Ivan W. Gamble

 Ivan W. Gamble
 Supervisor of Rights of Way

26
 REAL ESTATE AND
 RIGHTS OF WAY DEPT.

Permit No. RD2-8-4065
 Date September 14, 1956
 By F. M. Hoppe
 Acting Director of Public Utilities.

✓ Check in square indicates statement applicable.

10/17/56

August 17, 1956

Mr. W. T. Hammond
Regional Engineer, Lake Region
The Pennsylvania Railroad Company
Euclid and 55th Streets
Cleveland, Ohio

Dear Mr. Hammond:

We respectfully request permission to make the following revisions in our crossings over your tracks in the City of Detroit, Wayne County, Michigan:

Span D-I - To replace #6 triplex 120/240 volt wires with two #2 wpx copper and one #4 bare copper messenger (#2 triplex) 120/240 volt wires in private property at a point 430 feet East of Cheyenne Avenue and 70 feet North of Lyndon Avenue.

Span I-I - To string two #2 wpx copper and one #4 bare copper messenger (#2 triplex) 120/240 volt wires in private property at a point 480 feet East of Cheyenne Avenue and 170 feet North of Lyndon Avenue.

Attached are three copies of our Plan RX-86I, showing location and other details of the proposed revisions.

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

If these crossings have your approval, will you kindly forward your waiver of hearing, in TRIPPLICATE, directly to us and upon receipt of same we will enter our applications with the Michigan Public Service Commission for the necessary permits.

Very truly yours,

LGH/cwr
Encls.

L. G. Hedden
Supervisor of Rights of Way

CC - Mr. R. D. Spore

16197

TRIPPLICATE THE PENNSYLVANIA RAILROAD COMPANY

AGREEMENT With PUBLIC UTILITY For ELECTRIC TRANSMISSION LINES (Power or Communication) Across The RIGHT-OF-WAY, TRACKS and PROPERTY of the Railroad Company

THIS AGREEMENT, made this 1st day of June in the year of our Lord one thousand nine hundred and ~~1911~~ 1911 (A. D. 1911) by and between ~~THE PENNSYLVANIA RAILROAD COMPANY~~ The Pennsylvania, Ohio and Detroit Railroad Company and The Pennsylvania Railroad Company leasee of and operating the Pennsylvania, Ohio and Detroit Railroad.

hereinafter called the Railroad Company, party of the first part, and
The Detroit Edison Company

a corporation organized and existing under the laws of the State of Michigan hereinafter called the Utility Company, party of the second part, WITNESSETH:—

RIGHT OF WAY FILE NO. 16171

I. PREAMBLE OF OCCUPATION:

WHEREAS, the Utility Company desires to construct, operate and maintain certain wires, or cables and appurtenances, (such wires or cables, or both, as are herein described, together with their appurtenances, are hereinafter for convenience referred to as "wires, cables and appurtenances") across the right-of-way or property of the Railroad Company which are described in general terms and expressed in purpose as follows:—

(a) Location:—

1. Station 8 plus 15 feet on Hill Spur #1.
2. Name of nearest station..... Detroit.
3. County..... Wayne..... 4. State..... Michigan.....

(b) Purpose:—

WIRE LINES: ~~1. Communication~~ or 2. Power Transmission.

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

Crossing of 1 #6 Triplex for transmission of electric energy at 120/240 volts potential 65 feet in length.

TRIPPLICATE

II. TERMS:

THEREFORE, the Railroad Company, in consideration of the payments and privileges herein named, hereby grants to the Utility Company, insofar as the Railroad Company's present title enables it so to do, the right to construct, use, maintain, renew and remove the said wires, cables, and appurtenances at the said location upon and under the following terms and conditions, to wit:—

First. The location of the wires, cables, and appurtenances shall be as set forth and shown on Plan No. ~~100-101~~, dated May 27, 1934, marked "Exhibit A," hereto annexed and made a part hereof.

Second. The wires, cables, and appurtenances shall be constructed, maintained, renewed and operated in accordance with the exclusive purpose stated in Section I, "Preamble of Occupation," and with construction plans Nos. ~~100-102~~, dated ~~1934~~, marked "Exhibit B" consisting of ~~100-103~~ sheets, hereto annexed and made a part hereof, excepting only when modifications thereof or departures therefrom have been subsequently agreed to in writing by the parties hereto; which plans and the construction and maintenance of the structures shall be in conformity with the specifications and protective requirements for each class of structure following; provided that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing herein provided for is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, operation, renewal or subsequent removal thereof, then said ruling or general order shall prevail for the crossing herein mentioned.

Communication Lines.

"Specifications 1-B-1 of the Telegraph and Telephone Section of the Association of American Railroads covering telephone, telegraph and other communication wires and cables crossing the tracks of steam and electrified railroads, (current issue)."

Power Lines.

"Specifications for electrical supply lines at crossings with the facilities of steam and electrified railroads incorporated in Reports of Joint Engineering Committee of Association of American Railroads and Edison Electric Institute, issued August 1946 and adopted by Electrical Section Engineering Division, A. A. R."

(Note:—As copies of the Specifications are available in the offices of record of the Railroad Company, no copy of them shall be attached to the Railroad Company copy of the agreement; but when desired a copy of the Specifications shall be attached to the duplicate copy for the Utility Company.)

Third. No attachment of wires, cables, and appurtenances shall be made to any bridge (or its supports) of the Railroad Company unless specifically provided for in this agreement, and then only in accordance with the Railroad Company's plans and specifications.

Fourth. No poles, towers, anchors or supports of any kind for the wires, cables, and appurtenances shall be located on the right-of-way or property of the Railroad Company unless specifically provided for in this grant.

Fifth. If the Utility Company desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the above mentioned wires, cables, and appurtenances, it shall submit plans to the Railroad Company and procure the written approval of the Railroad Company thereto before any work or alteration of the structures is performed. Thereafter upon five (5) days' notice in writing given by the Utility Company to the Division Superintendent of the Railroad Company, the Utility Company may proceed with such work, which work and facilities shall be subject to the terms and conditions of this agreement covering the original construction, except as to rentals which shall be mutually agreed upon.

UNKNOWN RIGHT OF WAY NO. 16174

Sixth. The Utility Company shall at all times be obligated promptly to maintain, repair and renew said wires, cables, and appurtenances; and shall in any event upon notice in writing from the Railroad Company requiring it so to do promptly make such repairs and renewals thereto as may be required by the Railroad Company, or the Railroad Company for the purpose of protecting and safeguarding its property, traffic, patrons, or employes from damage or injury, may with or without notice to the Utility Company at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary.

Seventh. The Utility Company, shall upon request in writing of the Railroad Company, promptly change the location of said wires, cables, and appurtenances covered by this agreement, where over, upon or in the property and facilities of the Railroad Company, to another location to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad Company upon land now or hereafter owned or used by the Railroad Company to the intent that said construction shall at all times comply with the terms and conditions of this agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then the said Utility Company shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the Railroad Company as may be required by the said Railroad Company or its grantee; and if the Utility Company shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad Company may make such repairs or adjustments or changes in location and provide necessary material therefor.

Eighth. All work herein contemplated, of whatever nature and for whatever purpose, shall be done and performed by the Utility Company, and at such time and in such manner as may be approved by the General Manager of the Railroad Company or his duly authorized agent, or, the Railroad Company may from time to time perform all or any part of such work as shall be included within the limits of its right-of-way and property.

Ninth. (a) The supervision of the work performed and the approval of the material used in construction, maintenance, repairs, and renewals, alterations or adjustments of the facilities covered by this agreement shall be within the jurisdictional rights of the Railroad Company.

(b) The right of supervision over the construction work and inspection of structures from time to time thereafter by the Railroad Company, shall extend for such distance on each side of the Railroad Company property as the method of construction and materials used may have an important bearing upon the strength and stability of the structure over, upon or in the railroad property.

Tenth. If the Railroad Company deems it advisable during the progress of any work of construction, maintenance, repairs, and renewals, alterations, adjustments or removal of the wires, cables, and appurtenances of the Utility Company, to place watchmen or flagmen for the protection of the property owned or in possession or control of the Railroad Company, or its employes, patrons or licensees, the Railroad Company shall have the right so to do, and the Utility Company shall, upon bill being rendered, pay or refund the cost and expense thereof plus fifteen (15%) per centum for supervision; but failure of said Railroad Company so to do or failure or neglect of such watchmen or flagmen shall in no event be construed as in any manner or degree affecting any obligations of the Utility Company as provided for in Clause Eleventh (a) and (b).

Eleventh. (a) It is understood between the parties hereto that the operations of the Railroad Company at or near said crossing involve some risk, and the Utility Company as part of the consideration for this grant hereby releases and waives any right to ask for or demand damages for or on account of loss of or injury to the wires, cables, and appurtenances of the Utility Company that are over, upon or in the property and facilities of the Railroad Company, including the loss of or interference with service thereof and whether attributable to the fault, failure or negligence of the Railroad Company or otherwise.

RIGHT OF WAY FILE NO. 10171

(b) And the Utility Company also covenants and agrees to indemnify, protect and save harmless the Railroad Company from and against all cost or expense resulting from any and all loss of or damage to the property of the Railroad Company and from any and all loss of life or property or injury or damage to the person or property of any third person, firm or corporation (including the officers, agents and employes of either party hereto), and from and against 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 wires, cables, and appurtenances of the Utility Company or injury or damage thereto or thereby, when not attributable to the fault, failure, or negligence of the Railroad Company, except that if such loss, injury or damage shall be caused by the joint or concurring negligence of both parties hereto the same shall be borne by them equally.

Twelfth. All cost and expense, in connection with the installation, maintenance, repairs, and renewals, alterations, adjustments or removal of the wires, cables, and appurtenances shall be borne by the Utility Company, and in the event of work being performed or materials being furnished by the Railroad Company under its stipulated right to perform work of installation, maintenance, repairs, relocation, and renewals, alterations, adjustments or removal under any section hereof, the cost so incurred, together with fifteen (15%) per centum for supervision and use of the tools, shall be paid by the Utility Company within thirty (30) days after presentation of bills.

Thirteenth. (a) The Utility Company shall also pay to the Railroad Company compensation as follows:—

Reimbursement for engineering expenses incurred at request of applicant (if any).....\$ _____

Fee for preparation of papers and other incidental expenses.....\$ 25.00

Annual rental for use of right-of-way and property.....\$ 2.00

The first annual payment to be due as of the _____ day of _____, 19____

and a similar annual payment of \$ _____ on the same day of each and every year thereafter until formal cancellation hereof.

This agreement shall take effect as of the _____ day of _____ A. D. 19____

(b) In the event of the termination of this agreement before the expiration of any such period for which compensation shall have been paid in advance by the Utility Company, the Railroad Company shall refund to the Utility Company the ratable and equitable proportion of the compensation so paid for the period intervening between the date of such termination and the end of the period for which such payment shall have been paid.

Fourteenth. The rights conferred hereby shall be the privilege of the Utility Company only, and no assignment or transfer thereof shall be made, or other use be permitted than for the purpose stated in the Preamble without the consent and agreement in writing of the Railroad Company being first had and obtained.

Fifteenth. Upon termination of this agreement or upon the removal or abandonment of the facilities covered hereby, all the rights, title and interest of the Utility Company hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, except only as to any rentals and liability accrued prior thereto, and the Utility Company shall thereupon and without charge formally cancel this agreement, and the Utility Company shall remove its said wires, cables, and appurtenances from the Railroad Company's property, and the right-of-way and all property of the Railroad Company shall be restored in good condition and to the satisfaction of the Railroad Company. If the Utility Company fails or refuses to remove its structures and appurtenances under the foregoing conditions, the Railroad Company shall be privileged to do so at the cost and expense of the Utility Company, and the Railroad Company shall not be liable in any manner to the Utility Company for said removal.

RECORDS
RIGGS OF FAX NO
16171

Sixteenth. The rights conferred and obligations imposed by this agreement shall extend to the successors and assigns of the parties hereto, subject to the provisions of Article Fourteenth hereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed in the day and year first hereinbefore written.

Attest:

E. Anderson
Asst. Secretary.

Attest:

B. Johnson
Asst. Secretary.

Attest: Witness

H. Hadden
Secretary.

Attest:

Secretary.

~~The Pennsylvania Electric and Light Company~~

By *[Signature]*
~~Vice President~~

~~The Pennsylvania Electric and Light Company
License of and operating the Pennsylvania
Electric and Light Company~~

By *[Signature]*
~~Vice President~~

~~The Detroit Edison Company~~

By *[Signature]*
~~Director-Rights of Way Department~~

By

RIGHT OF WAY FILE NO.

10171

This NOTE is explanatory of descriptions for filling in the blank spaces of the form:

1. (a) Crossing of 3 Aerial Wires for Transmission of electric energy at.....volts potential,.....feet in length.
- (b) Crossing of 40 Aerial Wires for communication lines with current at.....volts,.....feet in length.
- (c) Instead of Aerial Wires, the crossings may be Aerial Cables, or Underground Wires, Cables, and Conduits of.....voltage, and containing.....conductors per cable.
- (d) There should be a statement in detail of Attachments, Poles, Towers, Guys, Anchors, etc.

Edition of 1-31-50.

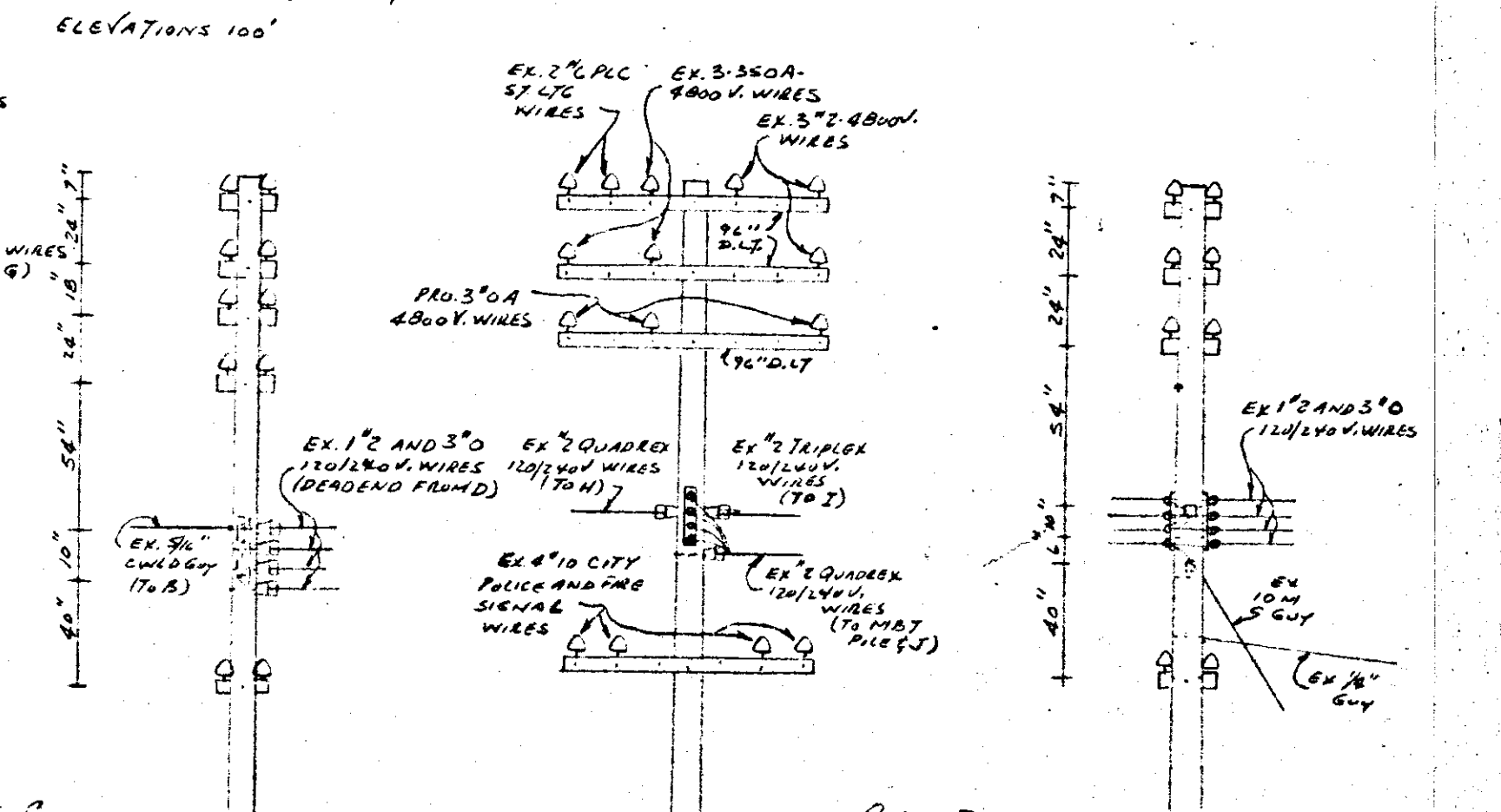
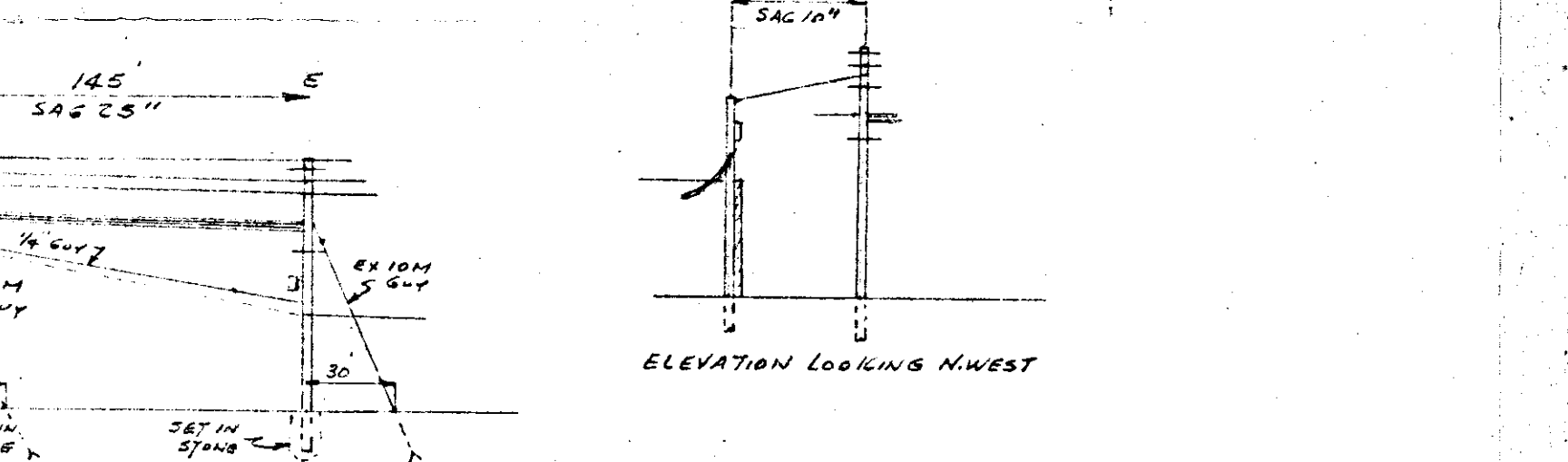
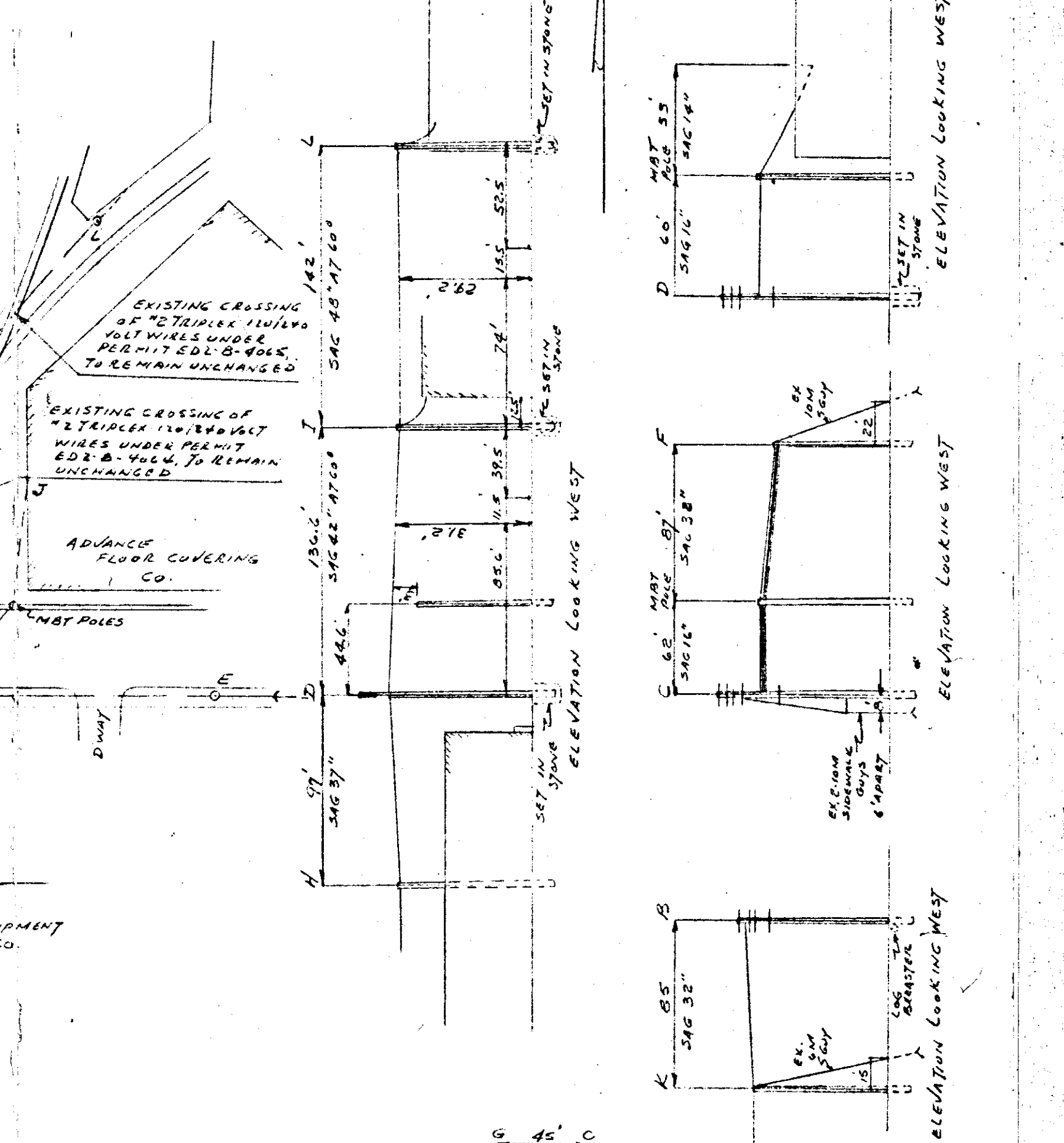
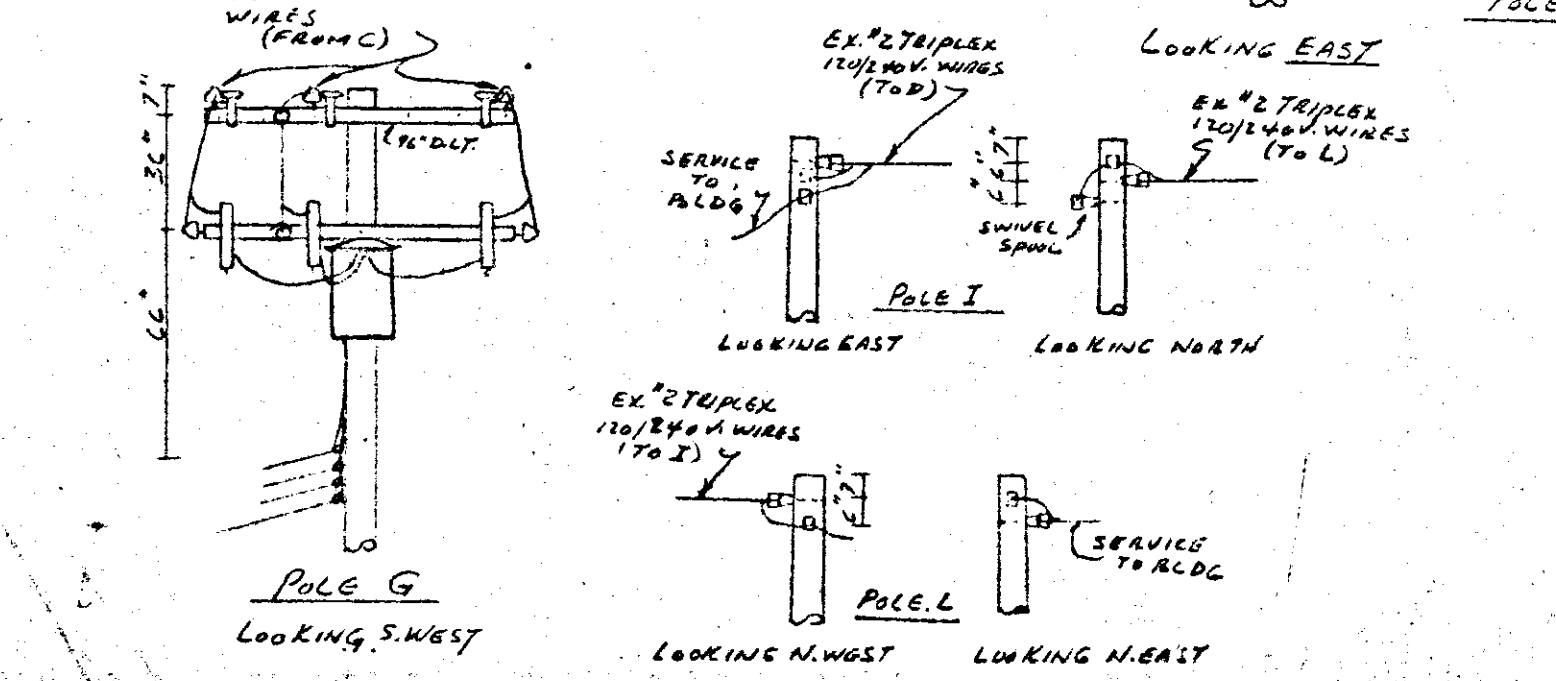
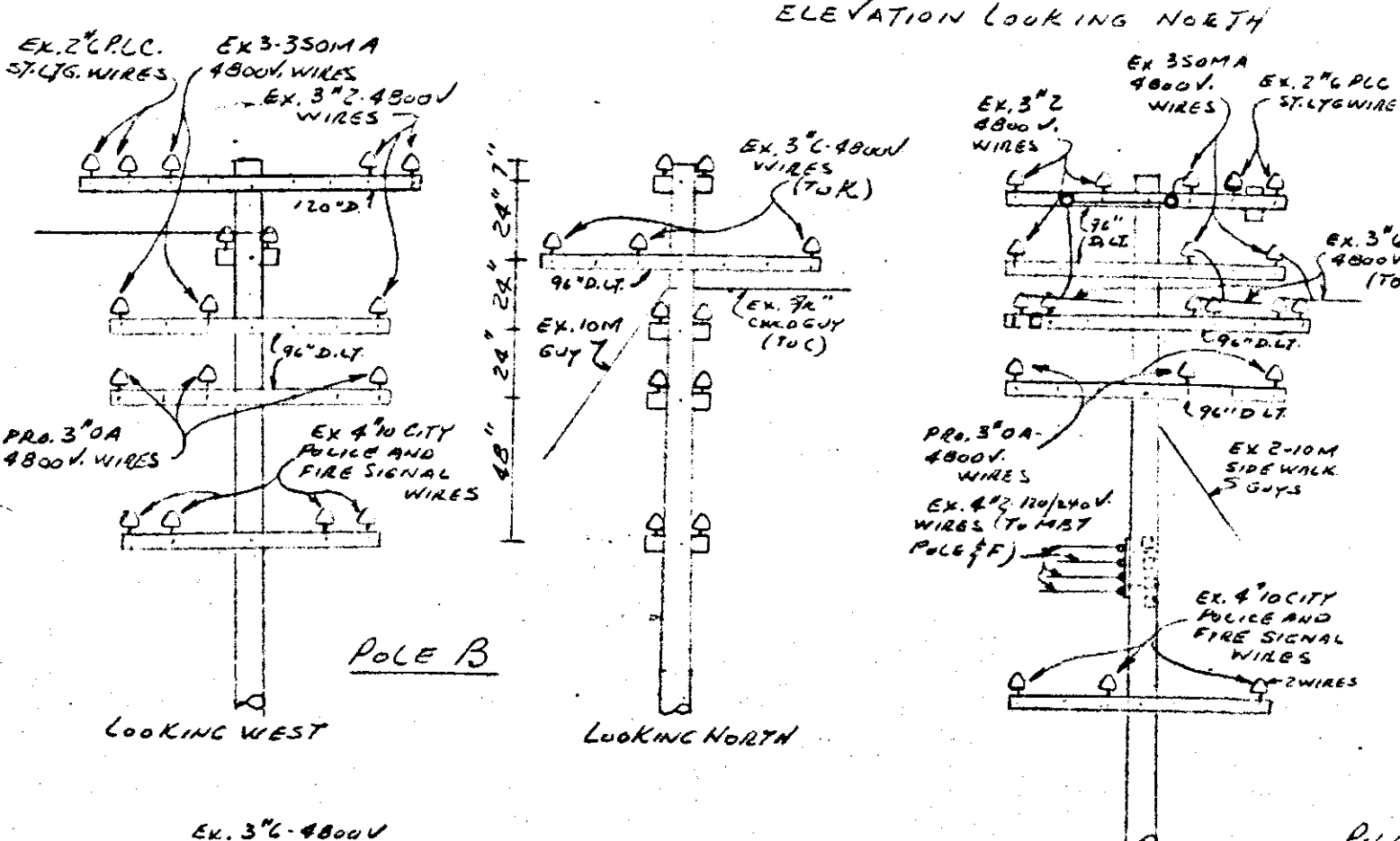
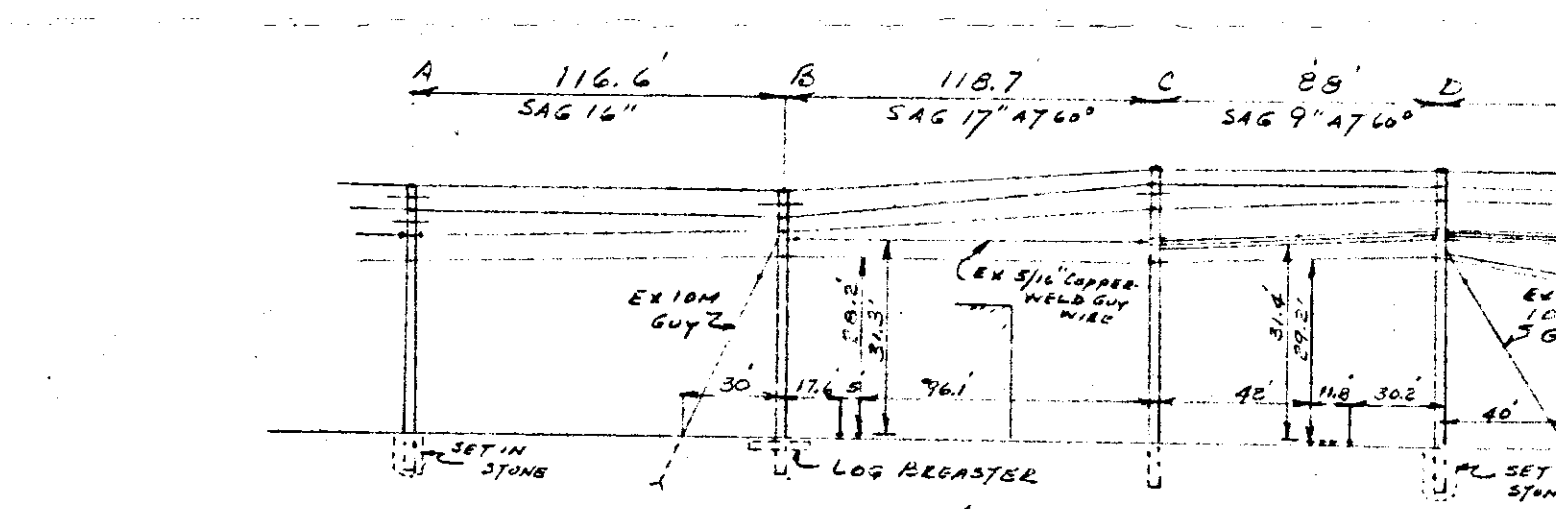
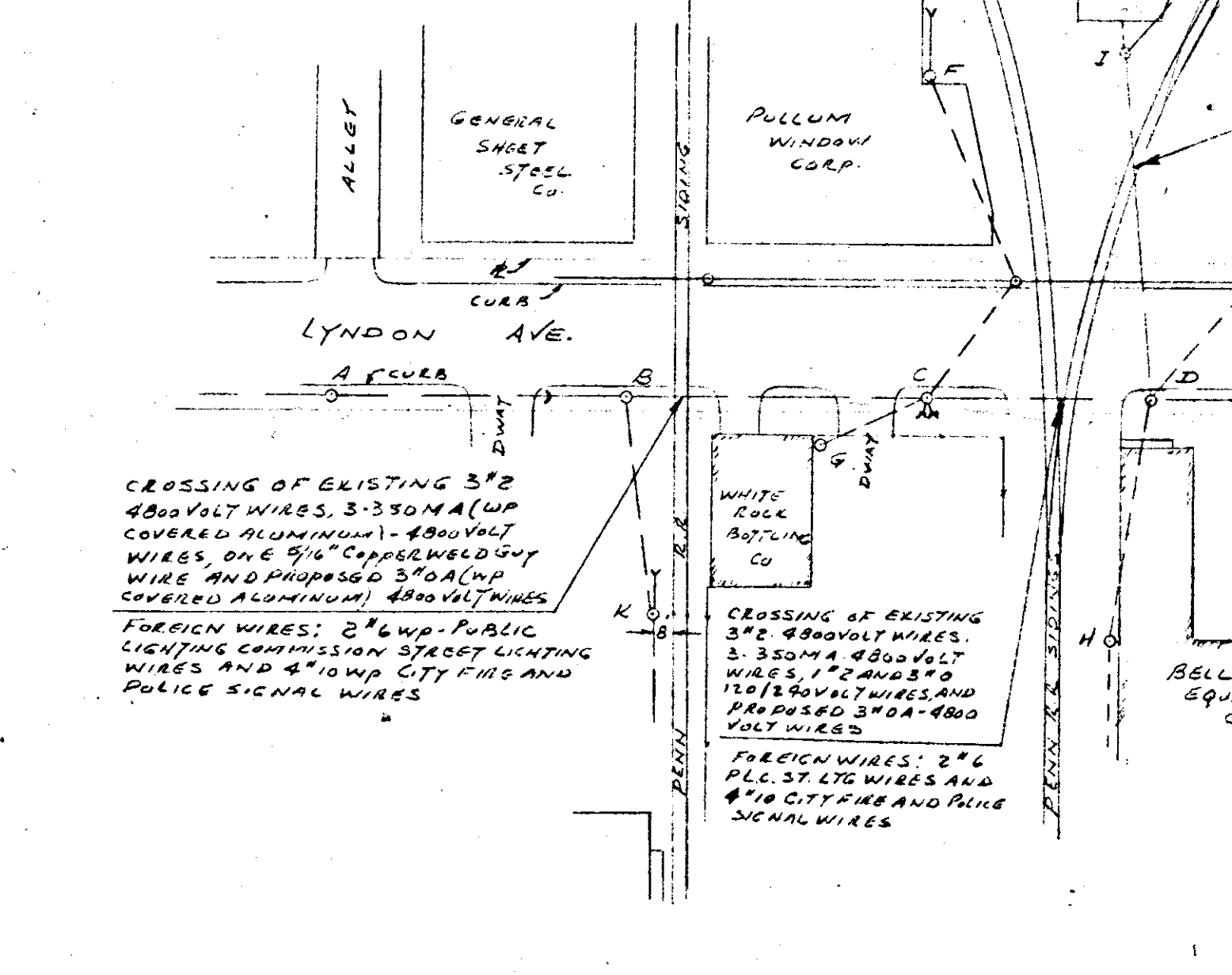
W. W. W.

PROPOSED LINE CROSSING OVER THE PENNSYLVANIA R.R. SIDINGS
 LYNDON AVE 25' AND 400' E. OF CHRYSTEN AVE AND IN DEVL. PROP.
 IN 43°0' AND 43°0' E. OF CHRYSTEN AVE AND 70' AND 170' N. OF LYNDON AVE
 CITY OF DETROIT

SECTION _____ TOWNSHIP _____ T _____ R _____ COUNTY WAYNE

NOTES		CONDUCTORS				POLES			
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.		NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.		3	350M	WP	4800	A	45'	2	
MINIMUM CLEARANCES		3	#0	ALUMINUM	4800	B	45'	3	
NEAREST POLE TO RAIL	SIDING 7 FT. MAIN LINE 12 FT.	3	#2	WPX	4800	C	50'	2	
WIRES OVER TRACKS	0-500 VOLTS 27 FT. 500-7500 VOLTS 28 FT. 24000 VOLTS 30 FT.	1	3/4"	COPPER WELD		D	50'	3	
WIRES OVER R.R. SIGNAL	0-500 VOLTS 2 FT. 500-7500 VOLTS 4 FT. 24000 VOLTS 6 FT.	3	350M	WP	4800	E	50'	1	
		3	#0	ALUMINUM	4800	F	35'	4	
		3	#2	WPX	4800	G	40'	2	
		4	#0	TRVIA	120/240	H-1	40'	4	
						K-L	43'	3	

DRAWN BY J. WHITE, ENGINEERING DIVISION DATE 1-14-63
 ESTIMATOR J. DESSESSAULTS OVERHEAD LINES DEPT. WARREN SERV. CTY.



350M and #0A consists of aluminum conductor with weatherproof or 3/64"-3/64" neoprene covering.
 #6 Triplex consists of 2#6 Copper WPX and 1-BC copperweld messenger
 #2 Triplex " " 2#2 Copper WPX and 1#4 bare copper messenger
 #2 Quadrex " " 3#2 " " " " " " " " " "

16171

REGISTERED RIGHT OF WAY TO [REDACTED]

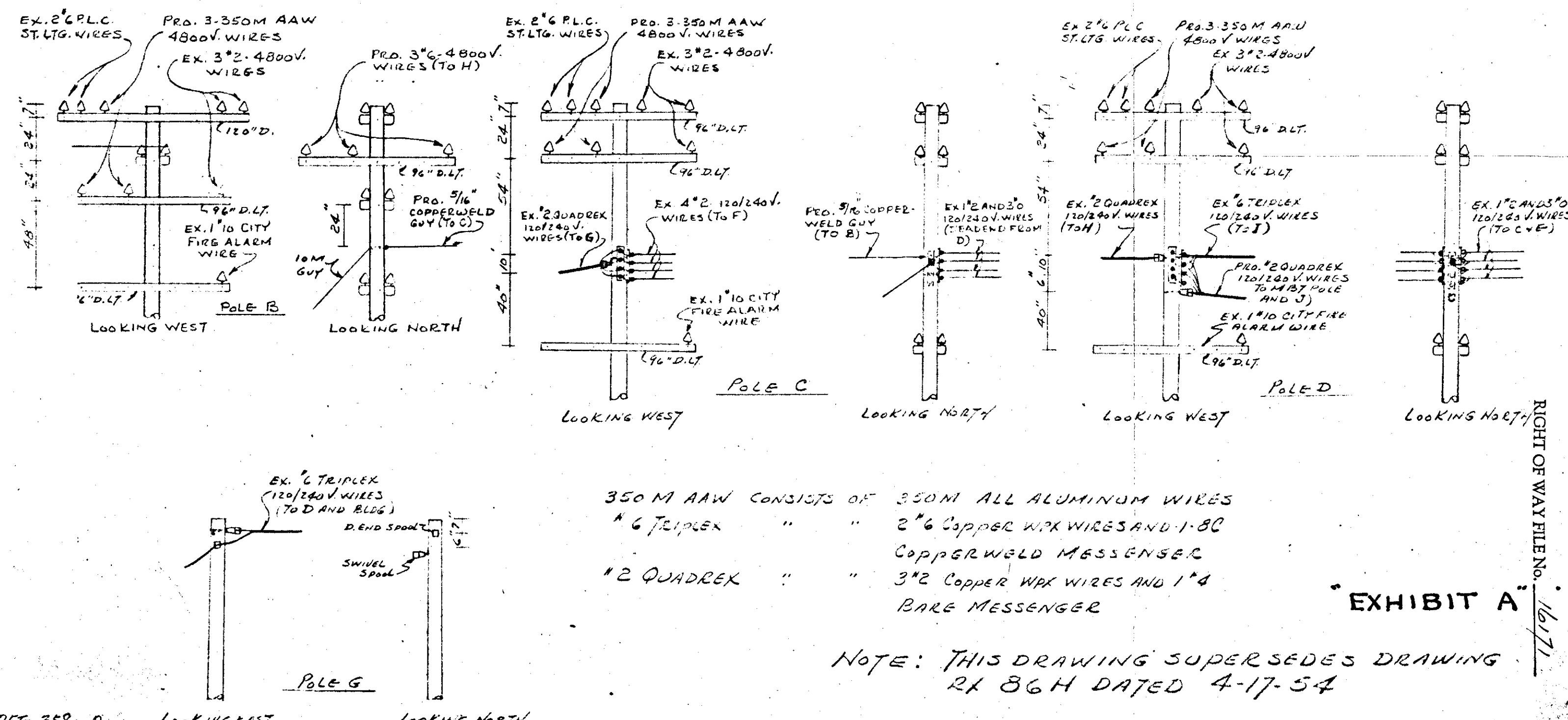
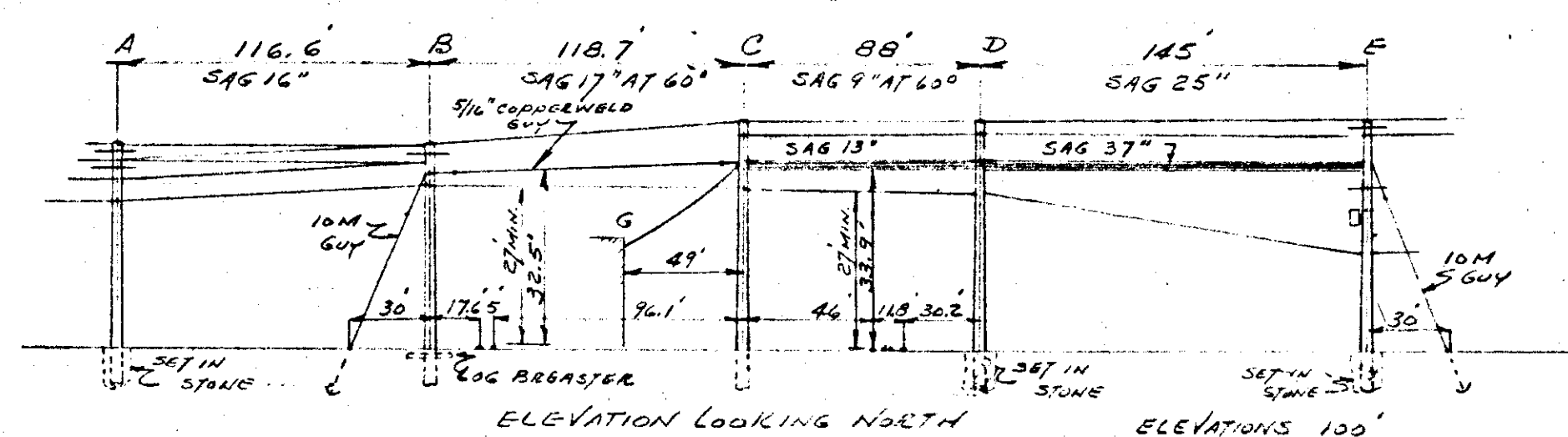
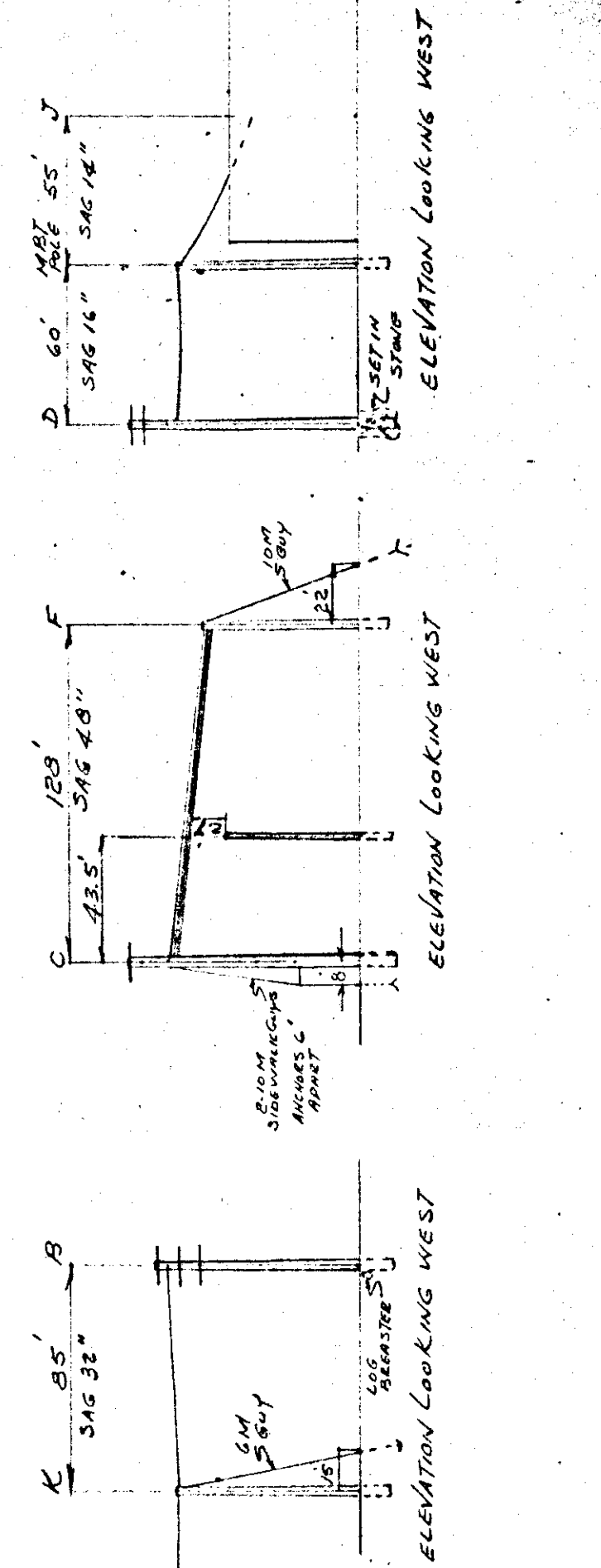
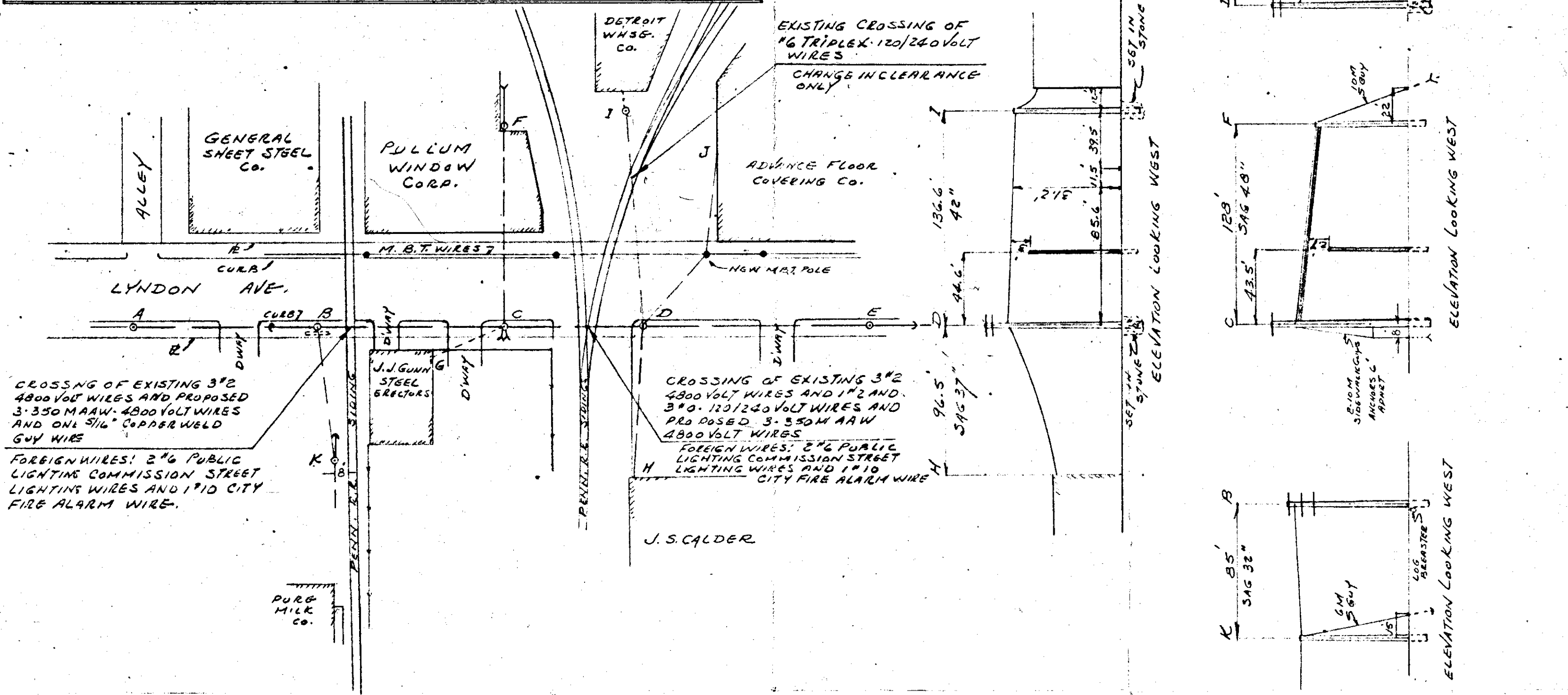
THE DETROIT EDISON COMPANY

PROPOSED LINE CROSSING OVER THE PENNSYLVANIA R.R. SIDINGS EXISTING PERMIT NUMBER RX 86H
 LYNDON AVE. 250' AND 400' E. OF CHEYENNE AVE AND IN PART
 IN PROPT. 430 E. OF CHEYENNE 115 N. OF THE CENTERLINE OF LYNDON AVE CITY OF DETROIT

SECTION _____ TOWNSHIP _____ T _____ R _____ COUNTY WAYNE

NOTES		CONDUCTORS				POLES			
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.		NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1079 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.		3	#2	WPK	4800	A	45'	2	WICEOAR
MINIMUM CLEARANCES		3	350M	AAW	4800	B	45'	3	"
NEAREST POLE TO RAIL	SIDING 7 FT. MAIN LINE 12 FT.	1	5/16"	COPPERWELD	GUY	C	50'	2	"
WIRES OVERTRACKS	0-500 VOLTS 27 FT. 500-7500 VOLTS 28 FT. 24000 VOLTS 30 FT.	3	#8	WPK	4800	E	50'	1	"
WIRES OVERR. R. SIGNAL	0-500 VOLTS 2 FT. 500-7500 VOLTS 4 FT. 24000 VOLTS 6 FT.	3	350M	AAW	4800	F	35'	4	"
		1	5/16"	TBWP	120/240	I	40'	4	"
		3	#8	TBWP	120/240	J	40'	3	"
		1	#6	TRIPLEX	120/240	K	40'	3	"

DRAWN BY J. S. CALDER ENGINEERING DIVISION DATE 5-17-54
 ESTIMATOR C. CLANCY OVERHEAD LINES DEPT. W. CHICAGO OF THE



350 M AAW CONSISTS OF 350M ALL ALUMINUM WIRES
 #6 TRIPLEX " " 2\"/>

NOTE: THIS DRAWING SUPERSEDES DRAWING RX 86H DATED 4-17-54

EXHIBIT A

RIGHT OF WAY FILE NO. 16171

DET-358 D Looking East Looking North

~~SECRET~~ RIGBT DE MAZ NO. 16171