

INTERDEPARTMENT CORRESPONDENCE

June 1, 1964

TO RECORDS CENTER:

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

Detroit, Toledo and Ironton Railroad Company

Facilities Covered: Three #0000 BC 40,000 volt wires (Span D-E).

Specific Location: In private property at a point approximately 915 feet south of Grove Street and 990 feet west of Eighth Street.

R.R. Valuation Station 441 +80 Mile Post 8+10 pole

City/~~Village~~ Wyandotte Township Ecorse (Southwest 1/4 of Section 32)

County Wayne Detroit Edison Plan No. RX-2839A

Agreement/~~Permit~~ Date May 21, 1964 R.R. Plan No. No Plan

Preparation Fee \$100.00 Annual Rental Increased to \$100.00

Supersedes and Cancels Agreement dated 7-15-54 R/W No. 16186,
and is to be made a part of R/W No. 16186.

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

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

REFERRED TO
GEN'L. ACCTG. DEPT.
ENTERED _____
CONTRACT BOOK NO. <u>16186</u>
DATE <u>7-1-64</u>
BY <u>Pauline LaMond</u>
CHECKED BY <u>[Signature]</u>

RECORDS CENTER
RECEIVED JUN 8 1964
TICKLER MADE
CLASSIFIED
<u>[Signature]</u>

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

RECORDED RIGHT OF WAY NO. 16186

DT&I M-207
4-11-62

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY
PIPE LINE, DRAIN AND WIRE LINE AGREEMENT

L-3103-1

THIS AGREEMENT, made this TWENTY-FIRST day of
MAY, 19 64, by and between DETROIT, TOLEDO AND IRONTON
RAILROAD COMPANY, a Delaware corporation, hereinafter called "Railroad Company"
and THE DETROIT EDISON COMPANY, a New York Corporation, of 2000 Second
Avenue, Detroit 26, Michigan

hereinafter called "Licensee",

WITNESSETH, that the Railroad Company for and in consideration of the
sum of -- - One Hundred and No/100 - - - - - Dollars
(\$ 100.00) to be paid by Licensee, ~~the receipt of which is hereby~~
~~acknowledged~~, and the payment of the additional sum of One Hundred and No/100
Dollars (\$ 100.00) on the First day of June each
Year, during the term of this agreement, commencing
June 1, 1964, hereby licenses and permits, but without warranty, the
Licensee, upon condition that the Licensee faithfully keep and perform the
covenants and agreements herein provided to be kept and performed by the Licensee,
and not otherwise, to construct, maintain, use, operate and remove an electric
transmission

line with necessary appurtenances and attachments, for the transmission of trans-
portation of electric power, all of which is
hereinafter referred to as the "Facility" upon and across its land and over
its tracks and structures ~~between the~~ at a point 915 ft.
south of Grove Street and 990 feet west of Eighth Street in the City of Wyandotte
of Wayne County, in the State of Michigan
being at Valuation Survey Station 441+80 (M.P. 8+10 poles)
at the point and in the location shown upon the print of Licensee's Drawing
No. EX-2839A, dated April 14, 1964,

attached hereto and made a part hereof, for the purpose of transmitting
electric power, upon the following terms and conditions:

10/186

1. Before any work is performed by the Licensee on the Railroad Company's property, the Licensee shall submit to and obtain the written approval of the Railroad Company's Chief Engineer, of plans and specifications of the Facility to be located on the Railroad Company's property and the Facility shall be constructed in accordance with such plans and specifications.

2. The Railroad Company may check said plans and specifications and employ inspectors, watchmen and flagmen for the proper and safe protection of the property, traffic and business of the Railroad Company and, at its election, do all or any part of the work within the exterior lines of its lands in connection with or necessary for the construction, repair, renewal, maintenance, change, modification, removal or use of the Facility and Licensee agrees to reimburse the Railroad Company the cost thereof promptly upon presentation of bills therefor. All work done by the Licensee, (including its contractors, agents and servants) pursuant to this agreement, shall be performed at such time or times, in such manner and under such conditions as shall be satisfactory to and approved by the Chief Engineer of the Railroad Company and at the sole risk and expense of the Licensee. The Facility shall be constructed, maintained and operated by the Licensee so as not in any way, in the judgment of the Railroad Company, to interfere with the proper and safe operation, use and enjoyment of the property and railroad of the Railroad Company. In every case, as soon as the actual installation of the Facility has been completed to the satisfaction and approval of the Chief Engineer of the Railroad Company, the Licensee shall restore the premises of the Railroad Company to the same or as good conditions as they were prior to the commencement of work on the Facility.

3. If, at any time or times hereafter, the Railroad Company shall desire to make any changes in its tracks, structures, roadbed or other appurtenances of its railroad, or construct new appurtenances thereto, or use or permit the use of its lands for railroad or industrial or business purposes, at the location crossed or in any way affected by the Facility, then the Licensee shall, at its own cost and expense, upon thirty (30) days notice in writing to that effect from the Railroad Company, make such changes in the location or construction of the Facility as, in the judgment of the Chief Engineer of the Railroad Company, may be necessary to accommodate any future use, construction, improvements or changes on the lands of the Railroad Company.

4. No addition, change or modification of the Facility or change in the purpose of its use shall be made without first obtaining the written consent of the Railroad Company and, in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission, apply to and cover the same with the same effect as if such addition, change or modification had been incorporated in this agreement.

5. If, at any time during the continuance of this agreement, the Licensee shall remove, abandon or discontinue the use of the Facility, this agreement and all rights hereby conferred upon the Licensee shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other action on the part of either party.

6. Upon the termination of this agreement in any manner, the Licensee shall, unless released therefrom in writing by the Chief Engineer of the Railroad Company, within thirty (30) days, actually remove or cause to be removed, all of the Facility from and restore the premises of the Railroad Company. If the Licensee fails within said thirty (30) days to remove the Facility, the Railroad Company may forthwith remove the same at the risk and expense of the Licensee and without being in any manner liable to the Licensee for such removal and the Licensee shall reimburse the Railroad Company the cost thereof promptly upon the presentation of bills therefor.

7. The Licensee shall obtain in advance all licenses and permits required by law and shall comply with all laws, rules, ordinances and regulations, promulgated by lawful authorities having jurisdiction in the matter, applicable to the construction, maintenance or use of the Facility and agrees to indemnify and save harmless the Railroad Company against all expense, fines, penalties, costs and judgments imposed upon or suffered by the Railroad Company for failure to do so.

8. In the construction, use, renewal, maintenance, changing or modification of the Facility, or any part thereof, the Licensee shall comply with all clearances for railroad tracks established by law and clearance standards of the Railroad Company and agrees to indemnify and save harmless the Railroad Company against all expenses, costs, judgments and liability imposed or suffered by the Railroad Company for failure to do so.

9. The Licensee agrees to indemnify and save harmless the Railroad Company from and against all liabilities, expenses, judgments, claims and costs for loss of or damage to its property and property of its agents, servants, contractors and invitees and injury to or death of its agents, servants, contractors and invitees while on the property of the Railroad Company in connection with the performance of the work contemplated in this agreement, except when such loss of or damage to property or injury to or death of persons is caused by the sole negligence of the Railroad Company, or its agents, servants and employees.

10. The Licensee agrees to indemnify and save harmless the Railroad Company from and against all liability, expense, judgments and costs for loss of or damage to property or injury to or death of persons caused by or growing out of the presence or use of the Facility, or the presence and use of contents thereof upon the premises of the Railroad Company.

11. This agreement shall not be transferred or assigned by the Licensee without first obtaining the written consent of the Railroad Company.

12. This agreement may be terminated at any time by the Licensee giving the Railroad Company thirty (30) days advance written notice to that effect. ~~Unless sooner terminated, this agreement shall terminate on the~~ day of _____ 19____

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Witnesses:

Paul H. ...
Irene ...

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

BY *H. W. Seeley*
H. W. SEELEY, CHIEF ENGINEER

Witnesses:

A. L. Kasameyer
Ivan W. Gamble
IVAN W. GAMBLE

BY *A. L. Kasameyer*
A. L. KASAMEYER, DIRECTOR
TITLE PROPERTIES AND RIGHTS-OF-WAY DEPARTMENT

16/186

Detroit Toledo and Ironton Railroad Company The Ann Arbor Railroad Company



"WE HAVE THE CONNECTIONS"



13530 MICHIGAN AVENUE, DEARBORN, MICHIGAN 48121

H. W. SEELEY
CHIEF ENGINEER

C. J. HOLMBERG
ENGINEER IN CHARGE

W. G. CLINTON, SUPERINTENDENT
SIGNALS AND COMMUNICATIONS

R. F. MOLINE, ENGINEER
BRIDGES AND BUILDING

May 21, 1964
DT&I File: L-3103-1

The Detroit Edison Company
Mr. I. W. Gamble, Supervisor R/W
2000 Second Avenue
Detroit 26, Michigan

I. W. GAMBLE

I. W. Gamble
MAY 26 1964

Dear Sir:

PROP. & R/W DEPT.

Enclosed is a completely executed copy of electric transmission line agreement between the Detroit, Toledo and Ironton Railroad Company and The Detroit Edison Company, for wire crossing at a point 915 feet south of Grove Street and 990 feet west of Eighth Street in the City of Wyandotte, Wayne County, Michigan, being at Railroad Valuation Station 441+80, M.P. 8+10 poles.

This copy is for your file. We would appreciate receiving at least forty-eight (48) hours advance notice before installation of this crossing is begun.

Yours truly,

H. W. Seeley

H. W. Seeley
Chief Engineer

Detroit, Toledo and Ironton Railroad

HWS/ie
Encl.

RECORDED COPY OF THIS FILE

16186

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

May 20, 1964

Railroad File No. L-3103-1

Mr. Howard W. Seeley, Chief Engineer
Detroit, Toledo and Ironton Railroad Company
Michigan and Schaefer
Dearborn, Michigan

Dear Mr. Seeley:

We are returning agreement/~~permit~~, in duplicate, covering our facilities over your tracks and/~~or~~ right of way as shown on our Plan RX-2839A, and located as follows:

South of Grove Street and west of Eighth Street, Railroad Valuation Station 441+80 and Railroad Mile Post 8+10.

We understand that this will replace the existing agreement dated July 15, 1954, File No. L-3103. Will you please formally cancel the agreement for our records.

City/~~Wyandotte~~ Wyandotte Township, Ecorse (SW 1/4 of Sec. 32)

County Wayne. The agreement/~~permit~~ has been signed for our Company.

Will you please return one fully executed copy of this agreement/~~permit~~ to us for our records.

Yours very truly,



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

LGH:dal
Enclosures 2

16186
98191

Detroit Toledo and Ironton Railroad Company The Ann Arbor Railroad Company



"WE HAVE THE CONNECTIONS"



13530 MICHIGAN AVENUE, DEARBORN, MICHIGAN 48121

H. W. SEELEY
CHIEF ENGINEER

C. J. HOLMBERG
ENGINEER IN CHARGE

W. G. CLINTON, SUPERINTENDENT
SIGNALS AND COMMUNICATIONS

R. F. MOLINE, ENGINEER
BRIDGES AND BUILDING

May 8, 1964

The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

File No. L-3103-1

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

I. W. GAMBLE

MAY 13 1964


PROP. & R/W DEPT

Gentlemen:

Attached are two (2) copies of the Wire Line Agreement in which it is proposed that The Detroit Edison Company and the Detroit, Toledo and Ironton Railroad Company enter into for the reconstruction of a power line at a point 915 feet south of Grove Street and 990 feet west of Eighth Street in the City of Wyandotte, Wayne County, Michigan, over the Railroad Company's tracks and right-of-way at milepost 8+10, valuation station 441+80.

If satisfactory, please have both copies of the Agreement executed on behalf of your Company, and return both copies to us for further handling, after which one completely executed copy will be returned to you.

Yours truly,


H. W. Seelsy
Chief Engineer

WGC/FRG/ab

RECORDED
INDEXED
MAY 13 1964
PROP. & R/W DEPT

16186

THE DETROIT EDISON COMPANY

RECEIVED
2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

1964 OCT 15 AM 10 2 October 15, 1964

MICHIGAN PUBLIC SERVICE
COMMISSION

Permit No. ED 2-8-5327

OCT 15 1964

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, Ivan 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. ED 2-8-5327,
issued 5-14-64, 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
Supervisor of Rights of Way
Properties and Rights of Way Dept.

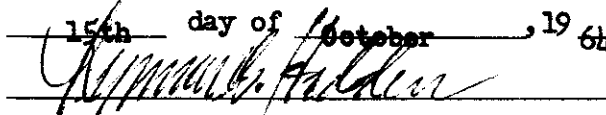
IWG/gd

RX No. 2839A
City of Wyandotte, SW 1/4 of Sec. 32,
Location Ecorse Twp.
Wayne County

Railroad Detroit, Toledo &
Tronton Railroad

In P.P. at a point approx. 915' S
of Grove St. & 990' W of Eighth St.
Mile Post 8+10
Valuation Station 441+80

Subscribed and sworn to before me this
15th day of October, 1964.



Notary Public, Oakland
County, Michigan.

My Commission expires October 15, 1966

16186

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

May 13, 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 **Detroit, Toledo and Ironton Railroad in the City of Wyandotte, S.W. 1/4 of Section 32, Ecorse Township, T3S, R11E, Wayne County, Michigan.**

Span D-E: Three #0000 BC 40,000 volt wires over the tracks of the Detroit, Toledo and Ironton Railroad located in private property at a point approximately 915' south of Grove Street and 990' west of Eighth Street.

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. **ED2-8-3007** dated **4-21-52**.
- This is a new crossing.

Reference number of construction drawing is **RX- 2839A**.

DTAIRR Waiver of Hearing
dated 5-8-64 attached.

Yours very truly,

Permit No. ED2-8-5327

Date 5-14-64

By J. M. Gamble

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

Check in circle indicates statement applicable.

16186

Detroit Toledo and Ironton Railroad Company The Ann Arbor Railroad Company



"WE HAVE THE CONNECTIONS"



13530 MICHIGAN AVENUE, DEARBORN, MICHIGAN

H. W. SEELEY
CHIEF ENGINEER
C. J. HOLMBERG
ENGINEER IN CHARGE

W. G. CLINTON, SUPERINTENDENT
SIGNALS AND COMMUNICATIONS
R. F. MOLINE, ENGINEER
BRIDGES AND BUILDING

May 8, 1964

Michigan Public Service Commission
Lansing,
Michigan

Gentlemen:

The Detroit, Toledo and Ironton Railroad Company hereby waives its right of hearing in the matter of the application of The Detroit Edison Company of Detroit, Michigan, for the reconstruction of an existing power line crossing over the tracks and right-of-way of the Detroit, Toledo and Ironton Railroad Company at a point 915 feet south of Grove Street and 990 feet west of Eighth Street, in the City of Wyandotte in Wayne County, Michigan, at milepost 8+10, valuation station 441+80.

This Waiver of Hearing is granted on condition that this power line crossing be constructed in accordance with The Detroit Edison Company's Drawing No. 2839A, dated April 14, 1964, and with the rules and regulations of the Michigan Public Service Commission.

Yours truly,


H. W. Seeley
Chief Engineer

WOC/FRG/ab

cc: 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

WGH

RECEIVED BY THE PUBLIC SERVICE COMMISSION

16186

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

TO: Mr. Howard W. Seeley, Chief Engineer
Detroit, Toledo and Ironton Railroad Company
Michigan and Schaefer
Dearborn, Michigan

April 27, 1964

Railroad File 1-0531

We hereby ~~modify~~ request permission for facilities over your tracks and ~~over~~ right of way as follows:

Proposed Construction: Increase the voltage of the existing crossing of three #0000 BC 24,000 volt wires to 40,000 volts (Span D-E).

Specific Location In private property at a point approximately 915 feet south of Grove Street and 990 feet west of Eighth Street.

R.R. Valuation Station 441+80 R.R. Mile Post 8+10
City/~~Wayne~~ Wyandotte Township Ecorse (Southwest 1/4 of Section 32)
County Wayne Detroit Edison Plan Attached RX-2839A

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

Previous Agreement Information (if any) Date 7-15-54 (R.R. Plan) Used DECo Plan RX-2839 dated 4-7-52.

DT&I Lease No. 3103

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

LGH:dal

RECEIVED BY THE DETROIT EDISON COMPANY
MAY 11 1964
16186

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

July 29, 1954

mr
7/29/54

MEMORANDUM TO:

Mr. Eldred H. Scott
Controller
520 General Offices

Attached, for the General Files, is a fully executed copy of the agreement covering our crossing over the tracks of the Detroit Toledo and Ironton Railroad Company in private property 800 feet South of Grove Street and at points 725 feet (Span F-G), 385 feet (Span H-I) and 120 feet (Span J-K) West of Eighth Street, in the City of Wyandotte, Wayne County, Michigan. The line will consist of three #0000 - 24,000 volt wires as shown on our Plan RX-3839.

The agreement (R.R. Lease No. 3103) dated July 15, 1954, requires a payment of \$45.00 to cover cost of preparing papers and an annual rental of \$15.00 beginning June 1, 1952.

L. G. Hedden

Supervisor
Rights-of-Way Procurement

L. G. Hedden:br

Encl.

RIGHT OF WAY FILE NO. 16186

DATE	8-11-54
BY	<i>A. H. H. H.</i>

GENERAL FILES	
RECEIVED	AUG 2 1954
CLASSIFICATION	

REFERRED TO
<i>RWH</i>
<i>J</i>
<i>HEDD</i>
<i>etc</i>

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

PIPE LINE, DRAIN AND WIRE LINE AGREEMENT

DT&I LEASE NO. 3103

THIS AGREEMENT, made this 15th day of JULY, 19 54, by and between DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY, a Delaware corporation, hereinafter called "Railroad Company", and THE DETROIT EDISON COMPANY, a New York corporation, of 2000 SECOND AVENUE, DETROIT 26, MICHIGAN hereinafter called "Licensee",

WITNESSETH, that the Railroad Company for and in consideration of the sum of FOURTY-FIVE AND NO/100 - - - - - Dollars (\$ 45.00) to be paid by Licensee, ~~the receipt of which is hereby acknowledged;~~ and the payment of the additional sum of FIFTEEN AND NO/100 - - - - - Dollars (\$ 15.00 - -) on the FIRST day of JUNE each YEAR, during the term of this agreement, commencing JUNE 1, 1952, hereby licenses and permits, but without warranty, the Licensee, upon condition that the Licensee faithfully keep and perform the covenants and agreements herein provided to be kept and performed by the Licensee, and not otherwise, to construct, maintain, use, operate and remove a electric transmission line with necessary appurtenances and attachments, for the transmission ~~or transportation~~ of electric power, all of which is hereinafter referred to as the "Facility", upon and across its land and over its tracks and structures ~~in or near the~~ at a point 915 feet south of Grove St. and 990 feet west of Eighth Street in the City of Wyandotte, of Wayne County, in the State of Michigan, being at Valuation Survey Station 441+80 (M.P. 8 + 10 Poles), at the point and in the location shown upon the print of Licensee's Drawing No. RX-2639, dated April 7, 1952, entitled "Proposed Line Crossing over DT&I RR in Private Property north of Pennsylvania Ave. West of Eighth St., City of Wyandotte, Section 32, S.W. 1/4, Ecorse Twp., T38, R11E, Wayne County, Michigan" (MPSC PERMIT ED2-8-3007), attached hereto and made a part hereof, for the purpose of transmitting electric power, upon the following terms and conditions:

RIGHT OF WAY FILE NO. 16186

1. Before any work is performed by the Licensee on the Railroad Company's property, the Licensee shall submit to and obtain the written approval of the Railroad Company's Chief Engineer of plans and specifications of the Facility to be located on the Railroad Company's property and the Facility shall be constructed in accordance with such plans and specifications.
2. The Railroad Company may check said plans and specifications and employ inspectors, watchmen and flagmen for the proper and safe protection of the property, traffic and business of the Railroad Company and, at its election, do all or any part of the work within the exterior lines of its lands in connection with or necessary for the construction, repair, renewal, maintenance, change, modification, removal or use of the Facility and Licensee agrees to reimburse the Railroad Company the cost thereof promptly upon presentation of bills therefor. All work done by the Licensee, (including its contractors, agents and servants) pursuant to this agreement, shall be performed at such time or times, in such manner and under such conditions as shall be satisfactory to and approved by the Chief Engineer of the Railroad Company and at the sole risk and expense of the Licensee. The Facility shall be constructed, maintained and operated by the Licensee so as not in any way, in the judgment of the Railroad Company, to interfere with the proper and safe operation, use and enjoyment of the property and railroad of the Railroad Company. In every case, as soon as the actual installation of the Facility has been completed to the satisfaction and approval of the Chief Engineer of the Railroad Company, the Licensee shall restore the premises of the Railroad Company to the same or as good condition as they were prior to the commencement of work on the Facility.
3. If, at any time or times hereafter, the Railroad Company shall desire to make any changes in its tracks, structures, roadbed or other appurtenances of its railroad, or construct new appurtenances thereto, or use or permit the use of its lands for railroad or industrial or business purposes, at the location crossed or in any way affected by the Facility, then the Licensee shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from the Railroad Company, make such changes in the location or construction of the Facility as, in the judgment of the Chief Engineer of the Railroad Company, may be necessary to accommodate any future use, construction, improvements or changes on the lands of the Railroad Company.
4. No addition, change or modification of the Facility or change in the purpose of its use shall be made without first obtaining the written consent of the Railroad Company and, in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission, apply to and cover the same with the same effect as if such addition, change or modification had been incorporated in this agreement.
5. If, at any time during the continuance of this agreement, the Licensee shall remove, abandon or discontinue the use of the Facility, this agreement and all rights hereby conferred upon the Licensee shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other action on the part of either party.
6. Upon the termination of this agreement in any manner, the Licensee shall, unless released therefrom in writing by the Chief Engineer of the Railroad Company, within thirty (30) days, actually remove or cause to be removed, all of the Facility from and restore the premises of the Railroad Company. If the Licensee fails within said thirty (30) days to remove the Facility, the Railroad Company may forthwith remove the same at the risk and expense of the Licensee and without being in any manner liable to the Licensee for such removal and the Licensee shall reimburse the Railroad Company the cost thereof promptly upon the presentation of bills therefor.
7. The Licensee shall obtain in advance all licenses and permits required by law and shall comply with all laws, rules, ordinances and regulations, promulgated by lawful authorities having jurisdiction in the matter, applicable to the construction, maintenance or use of the Facility and agrees to indemnify and save

RIGHT OF WAY FILE NO. 16183

7. CONTINUED

harmless the Railroad Company against all expenses, fines, penalties, costs and judgments imposed upon or suffered by the Railroad Company for failure to do so.

8. In the construction, use, renewal, maintenance, changing or modification of the Facility, or any part thereof, the Licensee shall comply with all clearances for railroad tracks established by law and clearance standards of the Railroad Company and agrees to indemnify and save harmless the Railroad Company against all expenses, costs, judgments and liability imposed or suffered by the Railroad Company for failure to do so.

9. The Licensee agrees to indemnify and save harmless the Railroad Company from and against all liabilities, expenses, judgments, claims and costs for loss of or damage to its property and property of its agents, servants, contractors, and invitees and injury to or death of its agents, servants, contractors and invitees while on the property of the Railroad Company in connection with the performance of the work contemplated in this agreement, except when such loss of or damage to property or injury to or death of persons is caused by the sole negligence of the Railroad Company, or its agents, servants and employees.

10. The Licensee agrees to indemnify and save harmless the Railroad Company from and against all liability, expense, judgments and costs for loss of or damage to property or injury to or death of persons caused by or growing out of the presence or use of the Facility, or the presence and use of contents thereof upon the premises of the Railroad Company.

11. This agreement shall not be transferred or assigned by the Licensee without first obtaining the written consent of the Railroad Company.

12. This agreement may be terminated at any time by the licensee giving the Railroad Company thirty (30) days' advance written notice to that effect. ~~Unless sooner terminated, this agreement shall terminate on the _____ day of _____, 19_____.~~

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Witnesses:

C. H. Bishop
E. W. Roach

^{W. C. C. S.}
DETROIT, TOLEDO AND TRONTON RAILROAD COMPANY

BY E. W. Sill
VICE - PRESIDENT - OPERATION

Witnesses:

W. B. Walker
W. B. Walker

THE DETROIT EDISON COMPANY

BY Robert H. Taylor
DIRECTOR, RIGHTS-OF-WAY DEPARTMENT

RIGHT OF WAY FILE NO. 16186

PROPOSED LINE CROSSING OVER THE DETROIT TOLEDO & IRONTON R.R. EXISTING PERMIT NUMBER NEW CROSSING
 IN P.R. PROPERTY N. OF PENNSYLVANIA AVE. WEST OF EIGHTH ST. CITY OF WYANDOTTI
 SECTION 32 S.W. 1/4 TOWNSHIP ECORSE T33 N11E COUNTY WAYNE

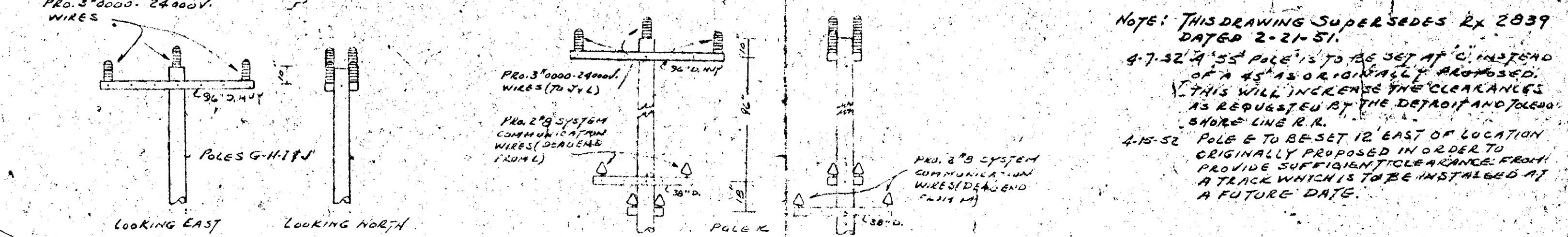
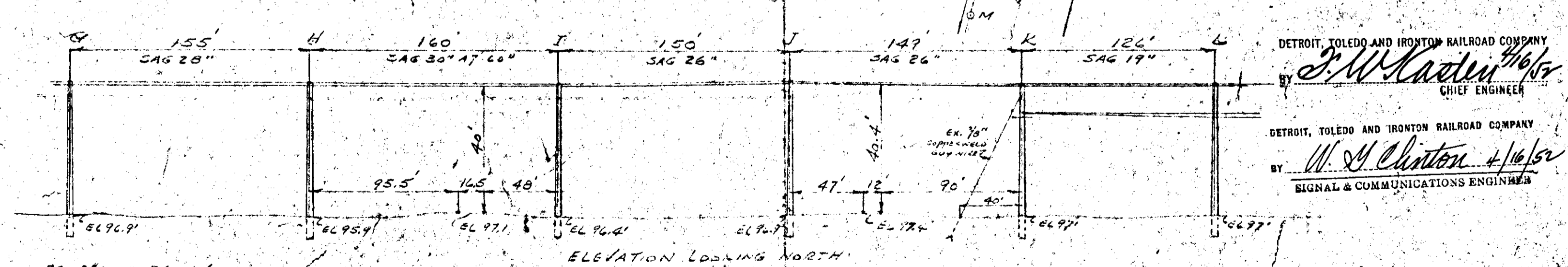
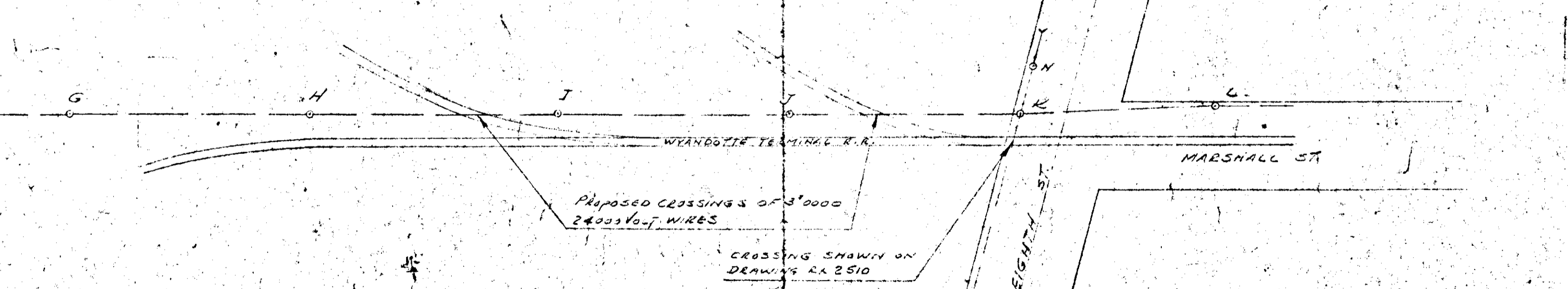
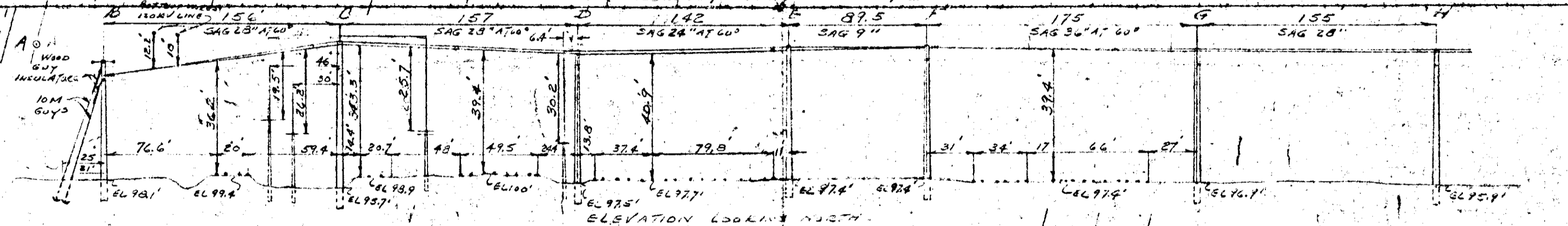
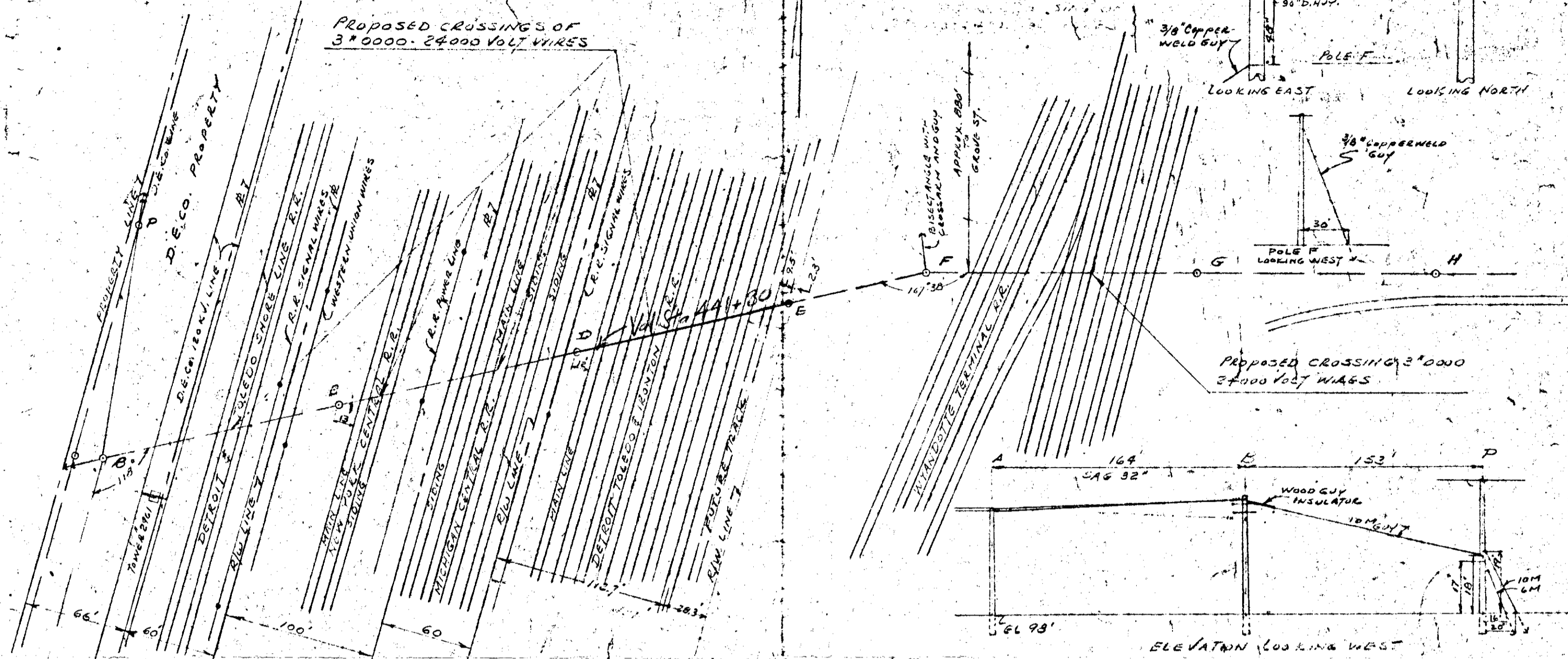
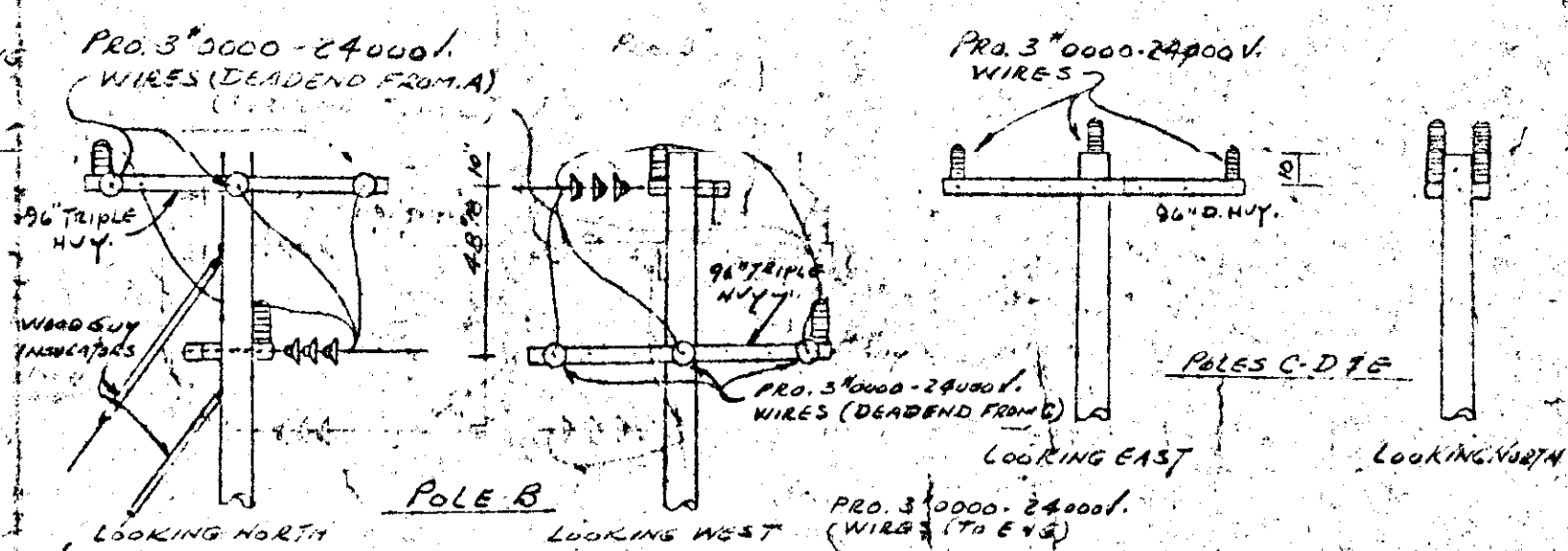
CONDUCTORS		POLES					
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
3	0000 BARE	24000	A	40'	4	W.C. 2014	
			H.B.	45'	2	"	
			D-E-G	50'	4	"	
			H-I-J	50'	4	"	
			F-K	50'	2	"	
			L	50'	4	"	
			C	55'	2	"	

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.

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. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

DRAWN BY J. WYATT ENGINEERING DIVISION DATE 4-7-52
 ESTIMATOR L. WILKINS OVERHEAD LINES DEPT. DEARBORN OFFICE



DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY
 BY J. W. Kaden 4/16/52
 CHIEF ENGINEER
 DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY
 BY W. M. Clinton 4/16/52
 SIGNAL & COMMUNICATIONS ENGINEER

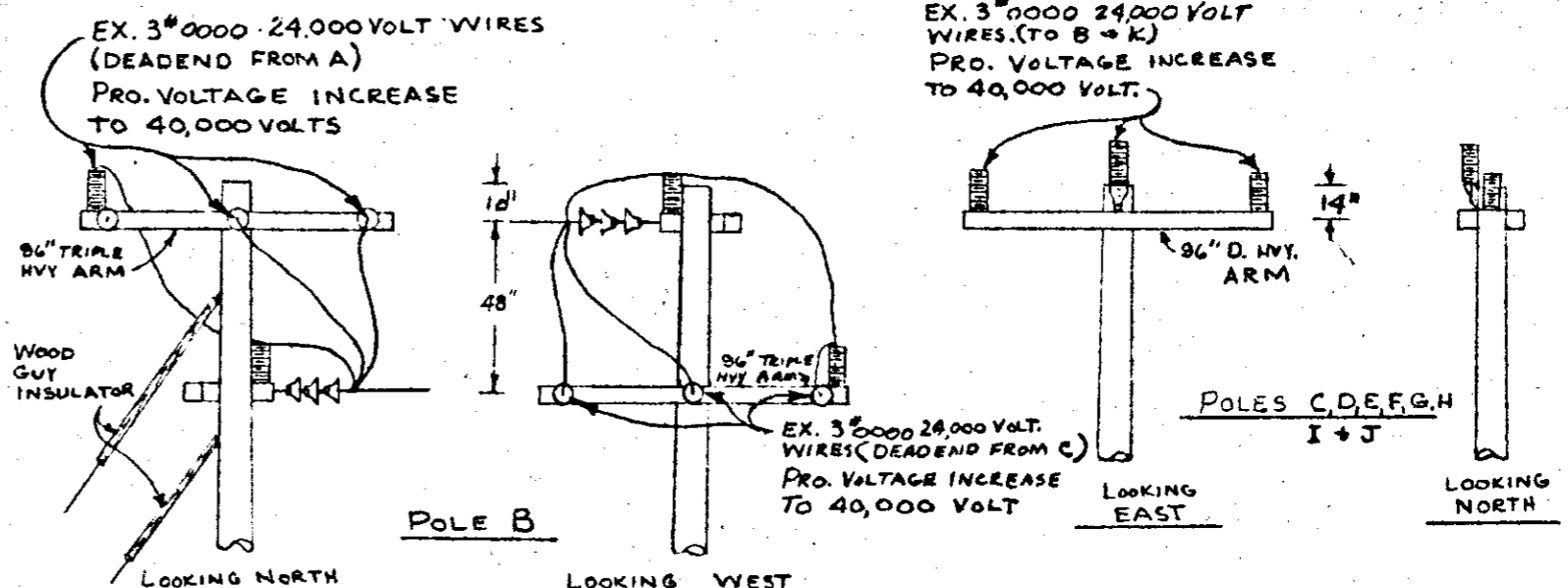
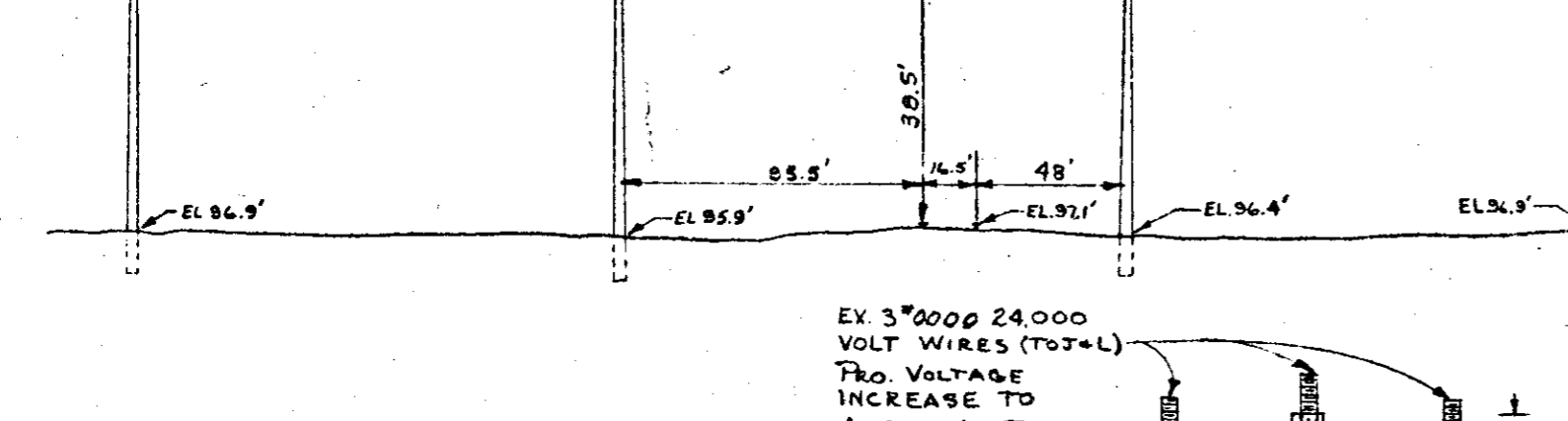
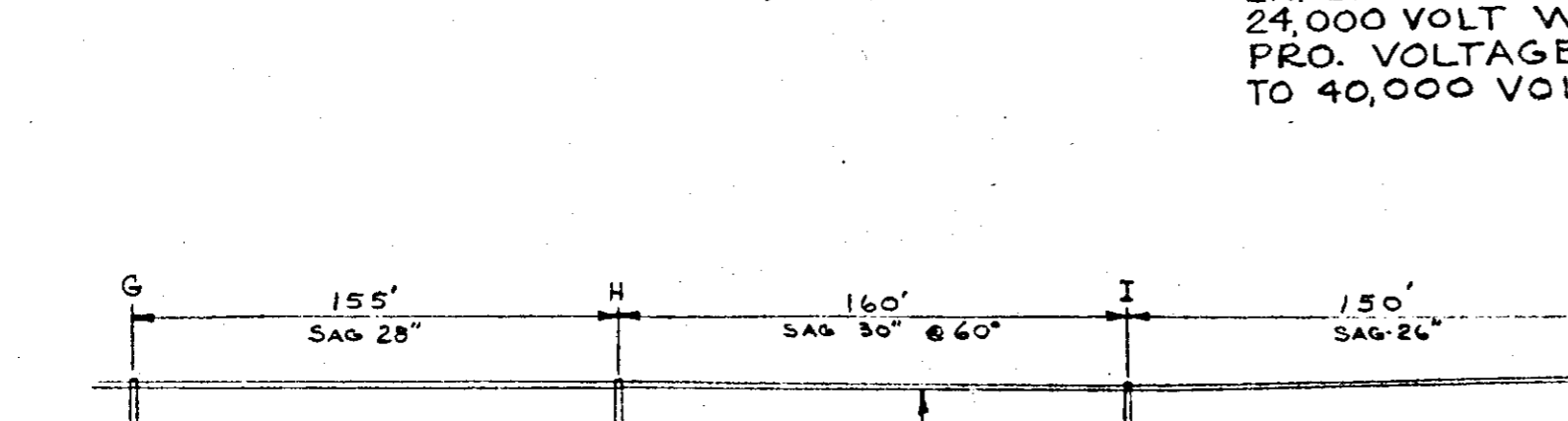
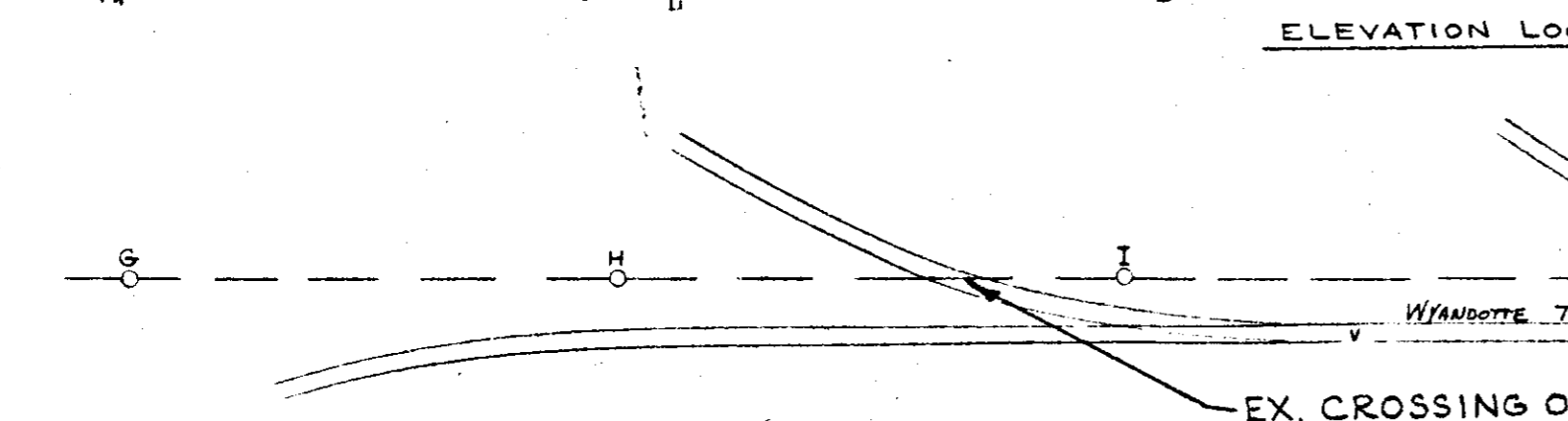
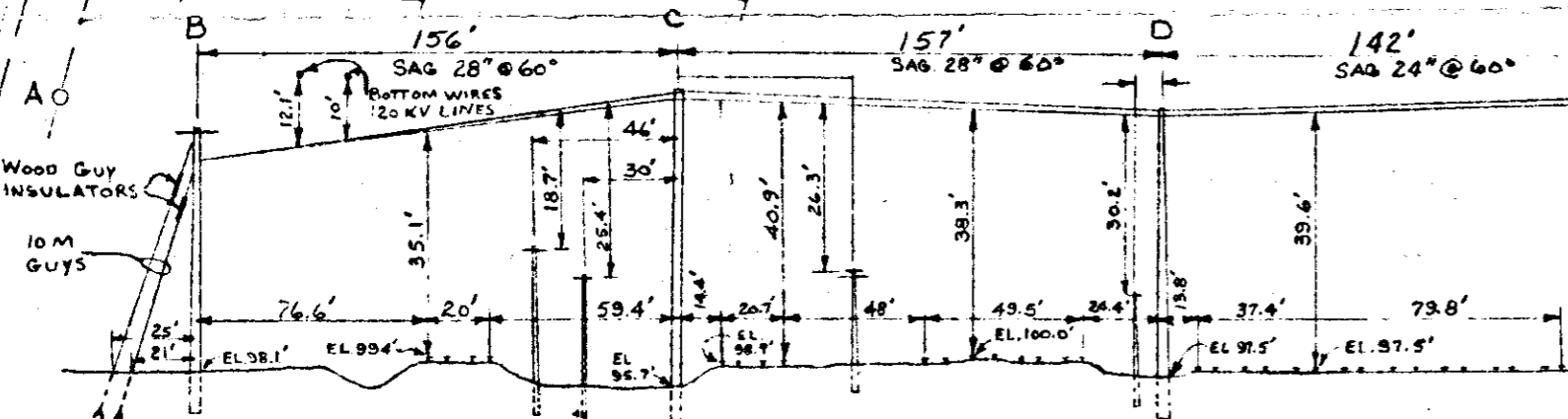
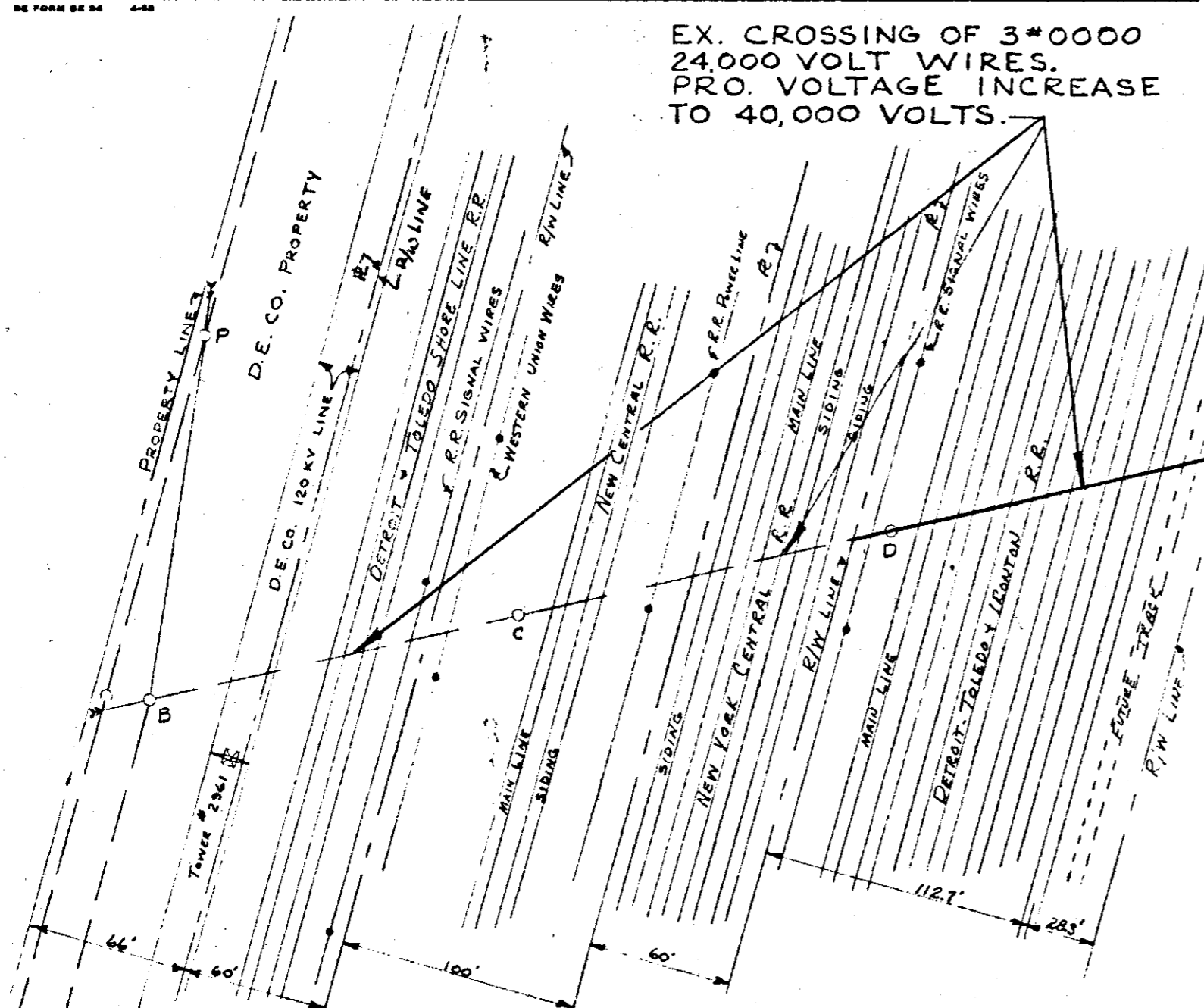
NOTE: THIS DRAWING SUPERSEDES RX 2839 DATED 2-21-51.
 4-7-52 A 55' POLE IS TO BE SET AT C, INSTEAD OF A 45' AS ORIGINALLY PROPOSED. THIS WILL INCREASE THE CLEARANCES AS REQUESTED BY THE DETROIT AND TOLEDO SHORE LINE R.R.
 4-15-52 POLE E TO BE SET 12' EAST OF LOCATION ORIGINALLY PROPOSED IN ORDER TO PROVIDE SUFFICIENT CLEARANCE FROM A TRACK WHICH IS TO BE INSTALLED AT A FUTURE DATE.

RIGHT OF WAY FILE No. 16186

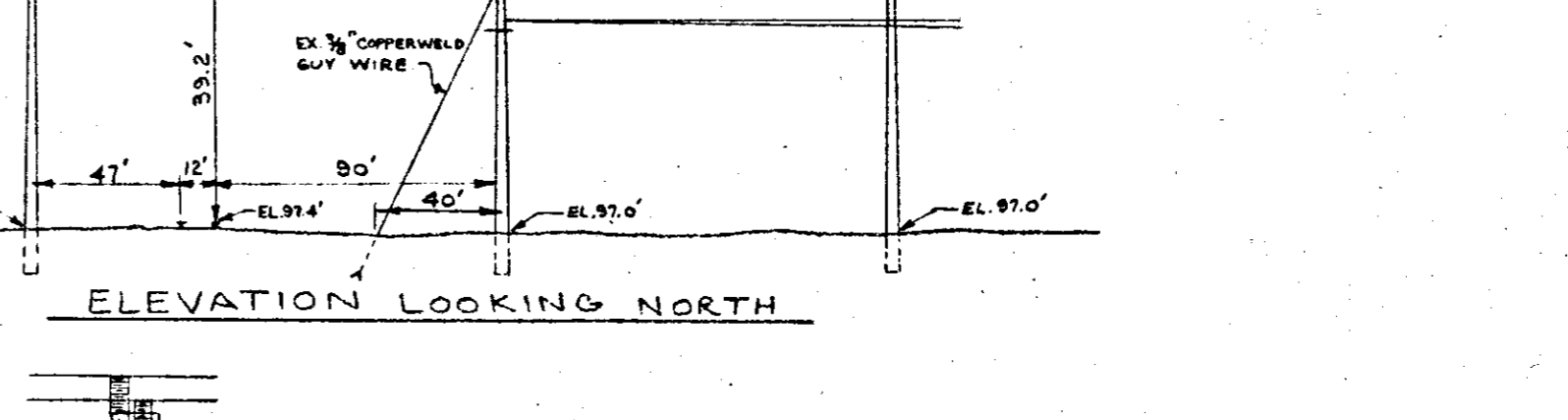
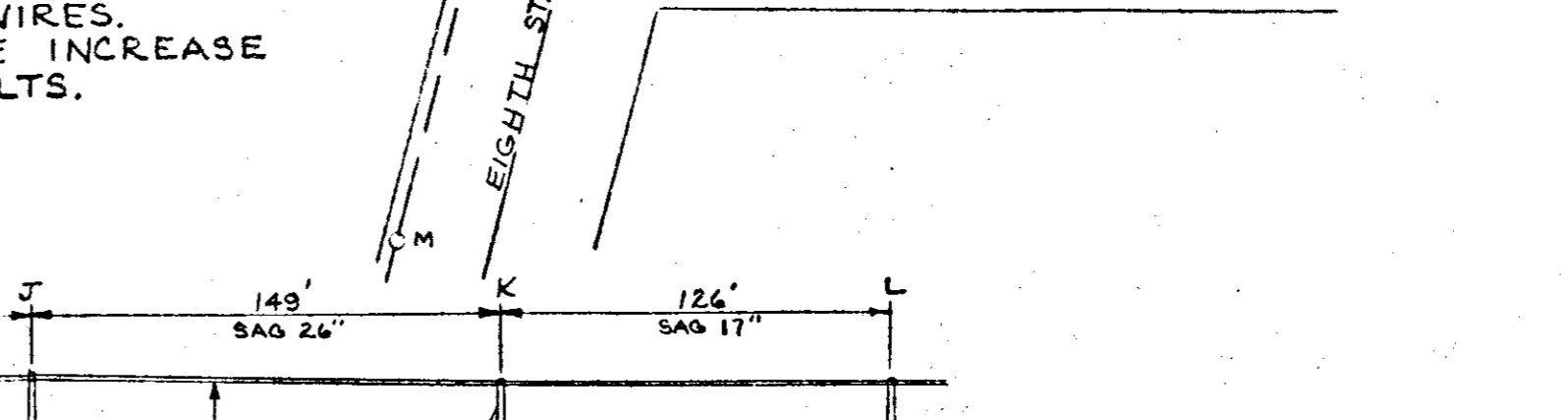
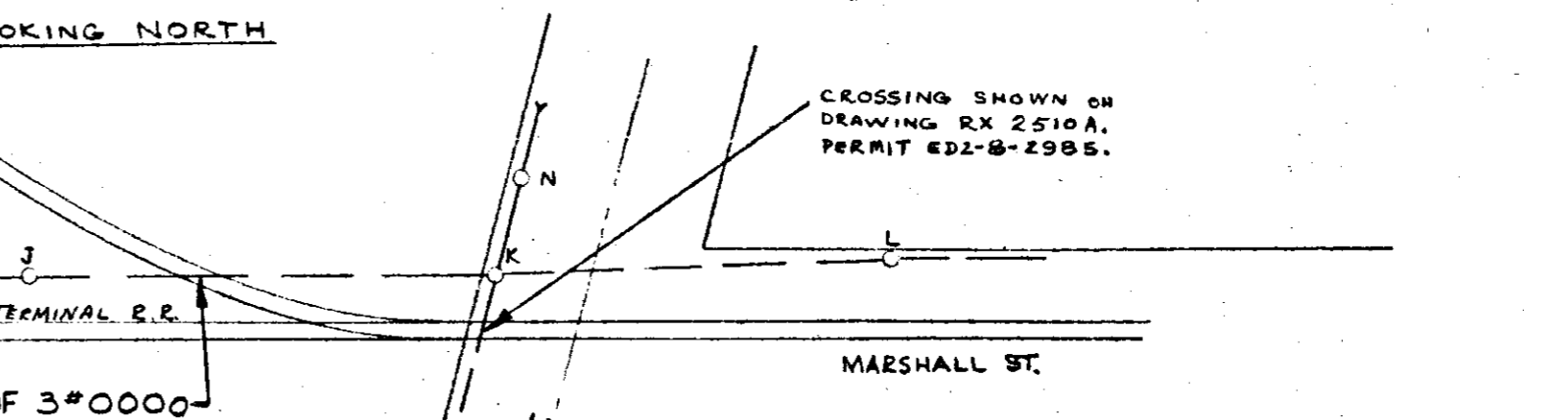
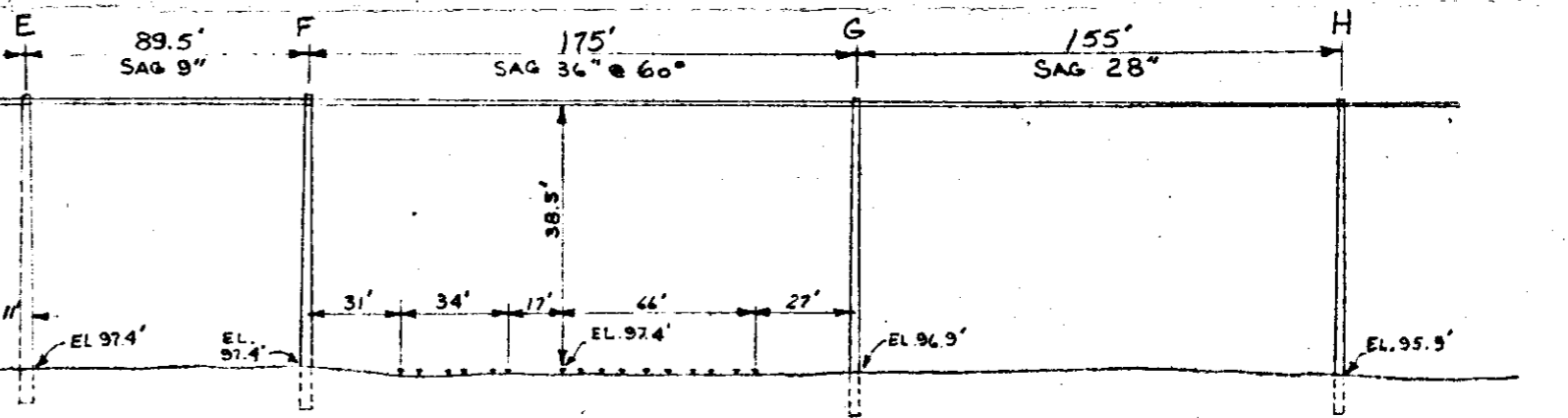
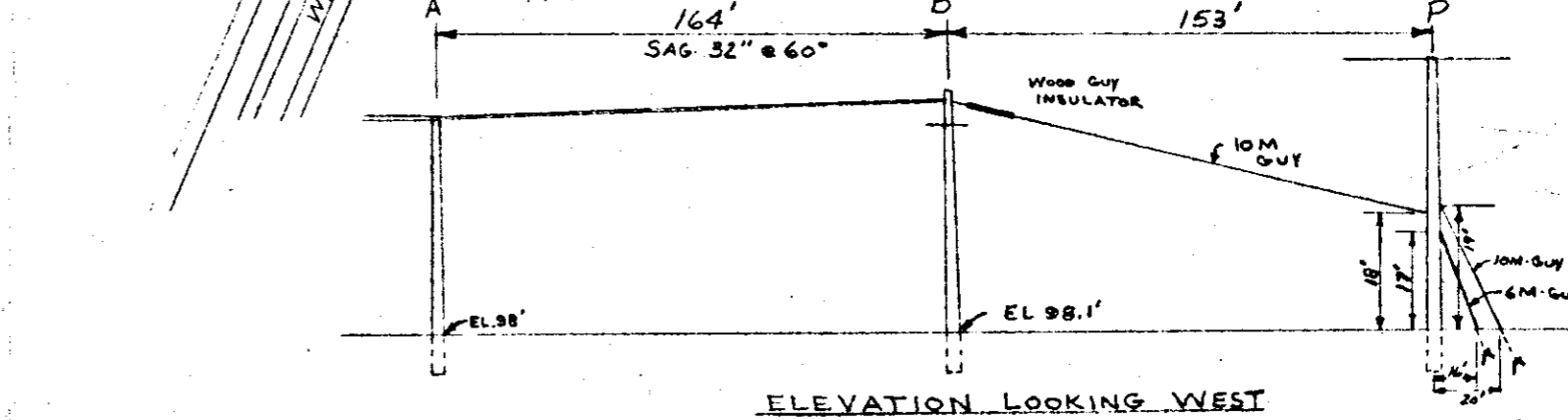
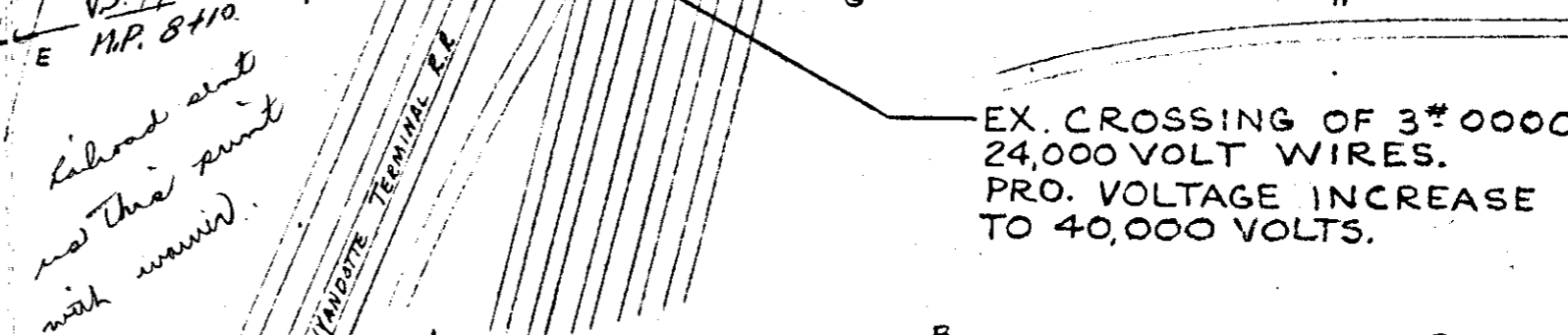
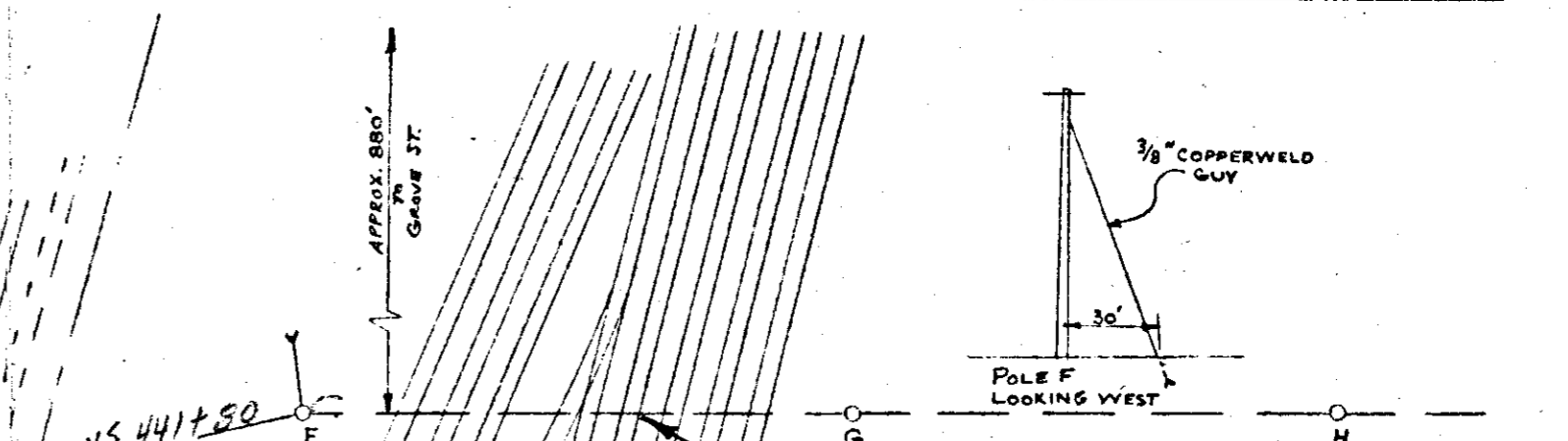
DET. 1302 T

PROPOSED LINE CROSSING OVER THE WYANDOTTE TERMINAL R.R. EXISTING PERMIT NUMBER SEE LIST BELOW
IN PRIVATE PROPERTY AT SIX LOCATIONS S. OF GROVE ST. & W. OF EIGHTH ST. AS LISTED BELOW. CITY OF WYANDOTTE
SECTION 32 SW 1/4 TOWNSHIP ECORSE T 3 S R 11 E COUNTY WAYNE

NOTES	CONDUCTORS			POLES			
	NUMBER	SIZE	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1955. ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1678 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH. MINIMUM CLEARANCES NEAREST POLE TO RAIL SIDING 7 FT MAIN LINE 12 FT WIRES OVER TRACKS 0-750 VOLTS 27 FT 750-15,000 VOLTS 28 FT 15,000-50,000 VOLTS 30 FT WIRES OVER R.R. SIGNAL 0-750 VOLTS 2 FT 750-8,700 VOLTS 4 FT 8,700-50,000 VOLTS 6 FT	3	0000	BC	A	40'	4	WOOD
	B	45'	2	"			
	D-E-G	50'	4	"			
	H-I-J	50'	4	"			
	F-K	50'	2	"			
	L	50'	4	"			
	C	55'	2	"			
	DESIGNED BY R. BALDWIN/RTB PLANNING & PROJECT ENGINEERING DEPT. DATE 4-14-64						
	ESTIMATOR M. S. COON OVERHEAD LINES DEPT. W. S. C.						



SPAN	EX. PERMIT NO.	LOCATION
B-C	ED2-B-3002	APPROX. 980' S. OF GROVE ST. & 1260' W. OF EIGHTH ST.
C-D	ED2-B-298B	APPROX. 960' S. OF GROVE ST. & 1170' W. OF EIGHTH ST. AND 940' S. OF GROVE ST. & 1090' W. OF EIGHTH ST.
D-E	ED2-B-3007	APPROX. 915' S. OF GROVE ST. & 990' W. OF EIGHTH ST.
F-G	ED2-B-298A	APPROX. 880' S. OF GROVE ST. & 725' W. OF EIGHTH ST.
H-I	ED2-B-298A	APPROX. 880' S. OF GROVE ST. & 885' W. OF EIGHTH ST.
J-K	ED2-B-298A	APPROX. 880' S. OF GROVE ST. & 120' W. OF EIGHTH ST.



RECORDED RIGHT OF WAY NO. 16186-