

R. W. [unclear]
John [unclear]
D. J. [unclear]
4/29/74

XXXXXXXXXX

April 29, 1974
File: 127

Mr. W. J. Arnold
Detroit Edison Company
2000 Second Street
Detroit, Michigan 48226

Dear Mr. Arnold:

Referring to conference held in our office on April 26, 1974, we are attaching your System Utility Account Rental Statement for Folio 127, revised as of April 29, 1974.

This is to advise that effective July 1, 1973, the annual rental on each agreement will be billed in accordance with the "Amount Due" column on the attached statement.

Yours truly,

PENN CENTRAL TRANSPORTATION COMPANY

(Signed) J. T. Sullivan
J. T. Sullivan
Chief Engineer

cc: W. H. Couch (2)

Copy of revised bill is attached for filing with contract records.

J. T. Sullivan

cc: J. P. Tarpey

Copy of RED-128 is attached for revised agreements.

J. T. Sullivan

cc: J. C. Hughes

RECORDED RIGHT OF WAY NO. 17424

DETROIT EDISON COMPANY
 2000 Second Street
 Detroit, Michigan 48226

Acct. No. - Folio 127 - July 1973

Rent No.	Leased Line Or Owning Company	Property Location	Agmt. Date	Amount Due	Type
X571012	M. C. R.R. Co.	Watrousville, Mich.	4-21-41	\$ 75.00	1
X571013	"	Watrousville, Mich.	1- 9-48	75.00	1
X571014	"	Watrousville, Mich.	1- 9-48	87.00	A
X571015	"	Wayne, Mich.	6- 8-50	150.00	1
<u>71016</u>	"	Wayne, Mich.	11-14-51	1,860.00 ✓	1
X571019	"	Wyandotte, Mich.	5- 1-64	85.00	A
X571020	"	Yates, Mich.	2-19-52	100.00	A
X571022	"	Ypsilanti, Mich.	11- 1-63	Cancelled	
X571023	"	Ypsilanti, Mich.	1- 5-51	300.00	A
X571024	"	Ypsilanti, Mich.	10-12-66	Cancelled	
X571026	"	Ypsilanti, Mich.	8- 1-63	185.00	A
X571028	"	Ypsilanti, Mich.	8- 6-43	75.00	1
X571029	"	Ypsilanti, Mich.	8-19-49	25.00	A
X571030	"	Monroe, Mich.	3-27-53	97.00	A
X571032	"	Lapeer, Mich.	5-25-53	299.00	A
X571033	"	Lapeer, Mich.	6- 9-53	99.00	A
X571034	"	Richville, Mich.	7- 7-53	75.00	1
X571035	"	Detroit, Mich.	9-25-53	150.00	1
X571036	P. C. T. Co.	Ida, Mich.	10-21-53	75.00	1
X571037	M. C. R.R. Co.	River Rouge, Mich.	11- 1-61	120.00	A
<u>71038</u>	"	Columbiaville, Mich.	10-26-53	500.00	1
X571039	"	Utica, Mich.	1-26-54	75.00	1
X571040	"	Lapeer, Mich.	3- 4-54	75.00	1
X571041	"	River Rouge, Mich.	11-28-53	25.00	1
X571042	"	Dearborn, Mich.	8-19-54	25.00	1
X571043	"	Caro, Mich.	2-28-72	75.00	2
X571044	"	Wahjamega, Mich.	8-30-54	85.00	A
X571045	"	Dearborn, Mich.	10- 1-54	150.00	1
X571046	"	Wayne, Mich.	12- 1-54	75.00	1
X571047	"	Lake Orion, Mich.	11- 1-54	75.00	1
X571048	"	Dearborn, Mich.	9- 7-54	87.00	A
X571049	"	Dearborn, Mich.	9- 1-54	25.00	A
X571050	"	Richville, Mich.	6- 1-54	75.00	1
X571051	"	Inkster, Mich.	3-30-55	75.00	1
X571052	"	Lake Orion, Mich.	2- 1-55	25.00	A
X571053	"	Wayne, Mich.	6- 1-55	85.00	A
X571054	"	Vassar, Mich.	6- 1-55	75.00	1
X571055	"	Lapeer, Mich.	5- 1-55	75.00	1
X571057	"	Ann Arbor, Mich.	2- 1-55	75.00	1
X571058	"	Chelsea, Mich.	2- 1-55	25.00	A
X571059	"	Detroit, Mich.	4- 1-55	25.00	1
X571060	"	Willow Run, Mich.	7- 1-55	150.00	1
X571062	"	Trenton, Mich.	9- 1-55	75.00	1
X571063	"	Willow Run, Mich.	9- 1-55	270.00	A
X571065	"	Detroit, Mich.	3-18-71	75.00	2
X571066	"	Millington, Mich.	1- 1-56	87.00	A
X571069	"	Rochester, Mich.	4- 1-56	75.00	1
X571071	"	River Rouge, Mich.	12- 1-55	145.00	A

RECORDED RIGHT OF WAY NO. 17434

INTERDEPARTMENT CORRESPONDENCE

July 11, 1966

TO RECORDS CENTER:

Attached is fully executed copy of ^{supplemental} agreement/~~agreement~~ from:

New York Central System

Facilities Covered: One 120,000 volt, 60 cycle, 3 phase, 3 wire transmission circuit with two ground wires.

Specific Location: Crossing of the Superior-Willow Run-Newburgh 120-KV Transmission Line located in railroad property approximately 1250 feet South of the center line of Michigan Avenue and approximately 2170 feet West of the East Line of Section 1.

R. R. Valuation Station _____ Mile Post _____

City/Village _____ Township Ypsilanti

County Washtenaw Detroit Edison Plan No. RX-3081B

Supplemental Agreement ~~Agreement~~ Date 5-3-66 R. R. Plan No. _____

Preparation Fee - Annual Rental same \$15.00,

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

This is a Supplemental Agreement and is to be made a part of R/W 17424

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

RECORDED RIGHT OF WAY NO. 17424

BY [Signature]
DATE 7-19-66
BY [Signature]

REFERRED TO

JUL 13 1966 GJS

RECORDS CENTER
RECEIVED JUL 11 1966
TICKLER MADE
CLASSIFIED

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

SUPPLEMENTAL AGREEMENT

New York, N.Y., May 3, 1966

File: M-DE-595

BY MUTUAL CONSENT OF THE PARTIES, the certain agreement dated July 1, 1955, between THE NEW YORK CENTRAL RAILROAD COMPANY, Lessee of the Michigan Central Railroad, as First Party, and THE DETROIT EDISON COMPANY, a New York corporation, as Second Party, relating to an aerial power wire line crossing of First Party's right-of-way and tracks at station stake 1388+30 at Willow Run, Michigan, is hereby modified to permit Second Party to reconstruct said aerial power wire line crossing, as shown on print of plan RX-3081-B dated 11-5-65 attached hereto and made a part hereof, and which is in substitution of plan No. MC 76-62 dated 3-24-55, attached to and made a part of said agreement of July 1, 1955.

The said agreement dated July 1, 1955, as hereby amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement, in duplicate, by their duly authorized and proper officers as of the day and year first above written.

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

By:

C. P. Deferdy
Chief Engineer

THE DETROIT EDISON COMPANY, a corporation

By:

A. J. Hassmeyer
Its

AS TO
FORM
GHW

RECORDED INDEXED OF MAY MO.

17424

DATA SHEET TO ACCOMPANY DRAWING RX-3081B

Revision of Crossing RX-3081A

Covered Under Permit ED-2-8-4675, Dated 2-12-60

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Superior-Willow Run-Newburgh 120 KV line over the New York Central Railroad approximately 1250' south of the centerline of Michigan Avenue and approximately 2170' west of the east line of section 1, Ypsilanti Township, Washtenaw County, Michigan.

Circuits

One 120,000 volt, 60 cycle, 3 phase, 3 wire transmission circuit with two ground wires.

Poles

Wood Poles - Western Red Cedar Class 2. For height and type of structures see RX-3081B, ED-934, ED-936 and ED-1120.

Conductors

3 - 477,000 CM 26 A1/7 St ACSR conductors and 2 - 3/8" Bethanized "C" 7-strand steel ground wires.

Insulators

7 - 5-3/4" x 10" insulators O.B. 32440 or equivalent in suspension.

Crossarms

Double wood crossarms 3-5/8" x 8-1/2" x 32'-0".

Guy and Guy Attachments

None

Guy Clamps and Insulators

None

Guy Anchor and Anchor Rods

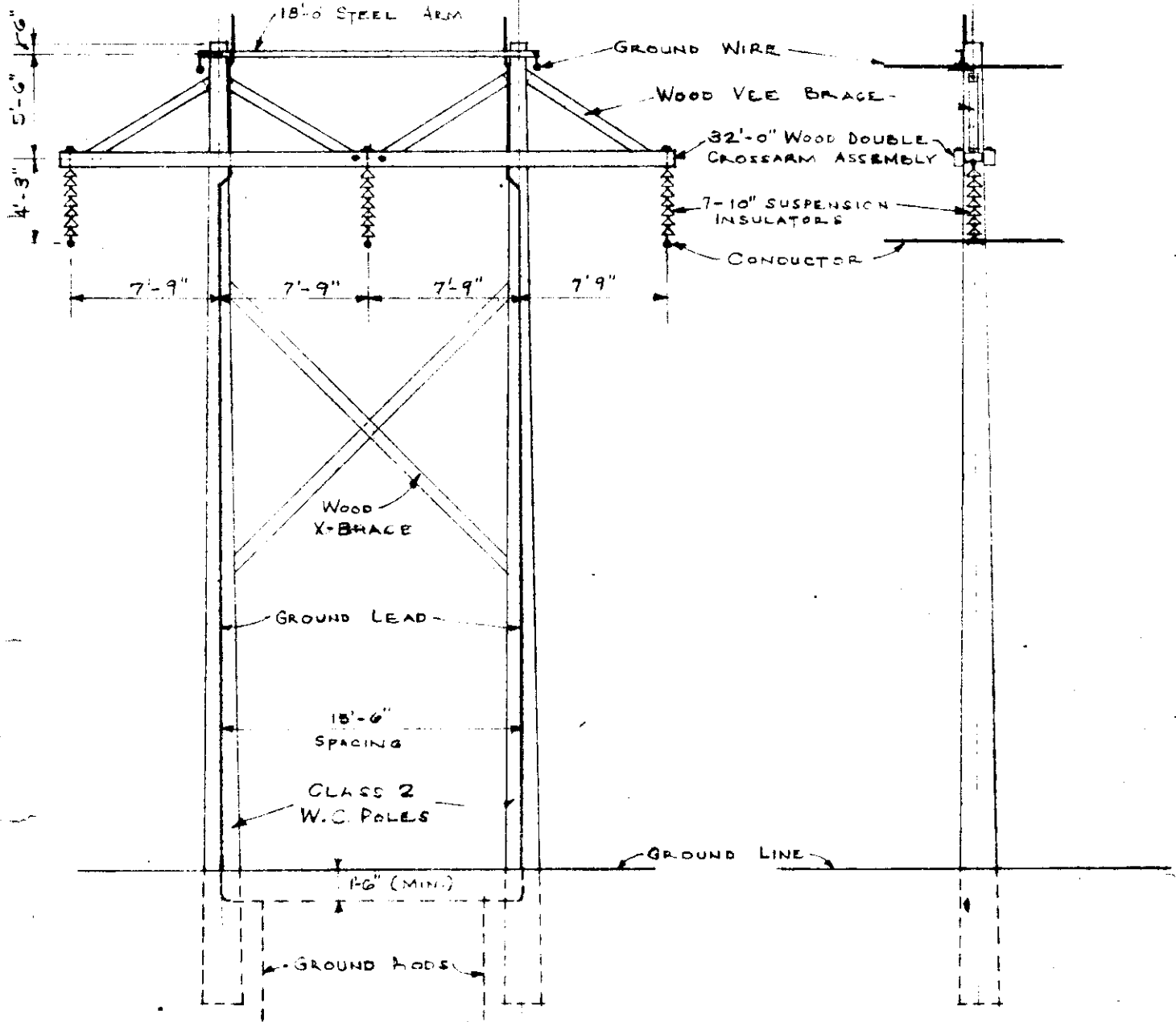
None

Suspension and Deadend Details

See drawing RX-3081B.

General Engineering Departments
FSB:cap
11-5-65

17424



RECORDED RIGHT OF WAY NO. 17424

FOR CONSTRUCTION DETAILS
SEE DWG. NO. 773-12

XBT

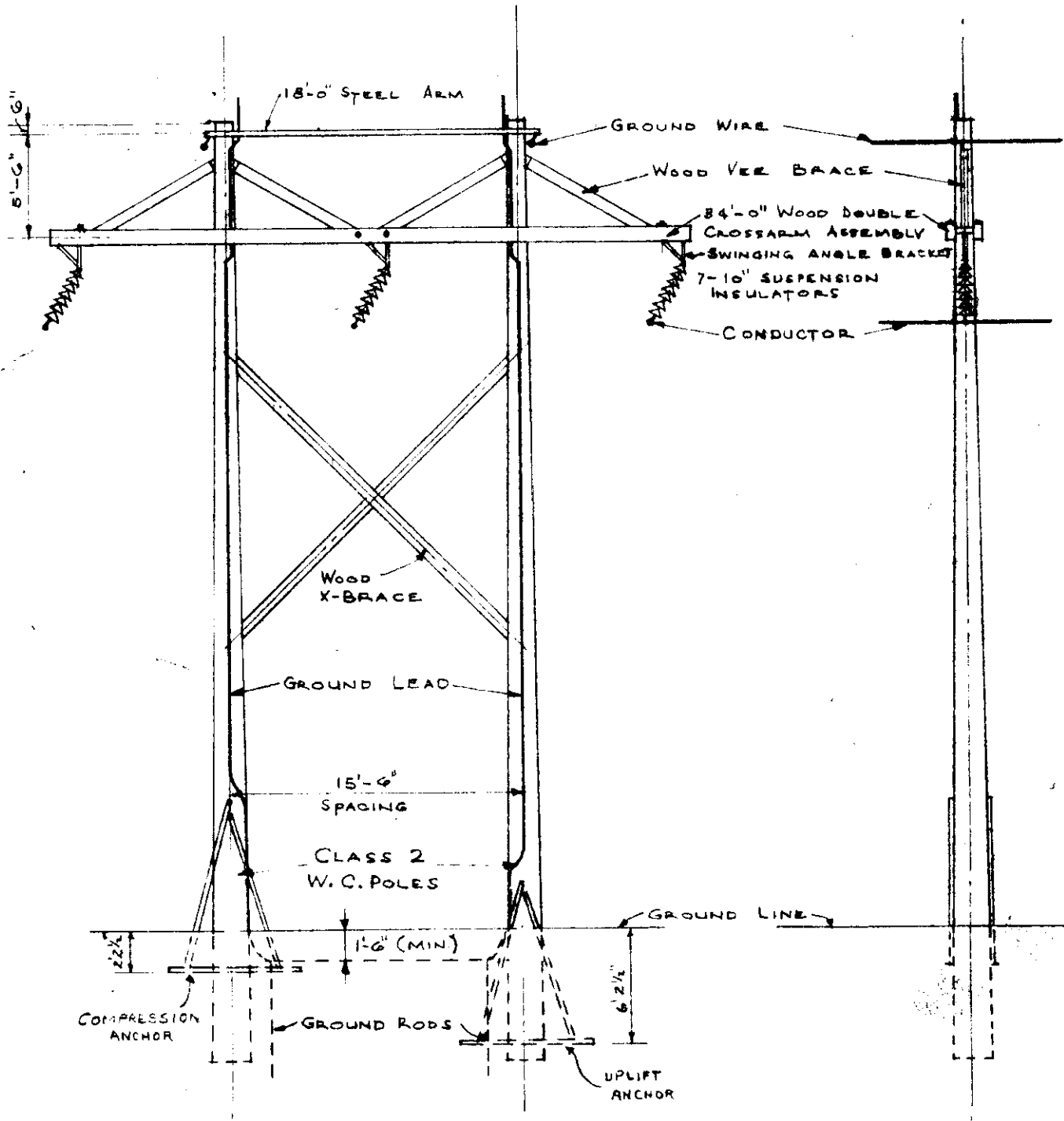
APPROVED	LAYOUT
APPROVED	DRAWN J.S.W.
APPROVED	SCALE 1/8" = 1'-0"

X-BRACED TANGENT STRUCTURE

THE DETROIT EDISON COMPANY
ELECTRICAL ENGINEERING DIVISION

DATE
6-22-50

DWG. NO.
ED- 934



DETROIT EDISON COMPANY
 11424

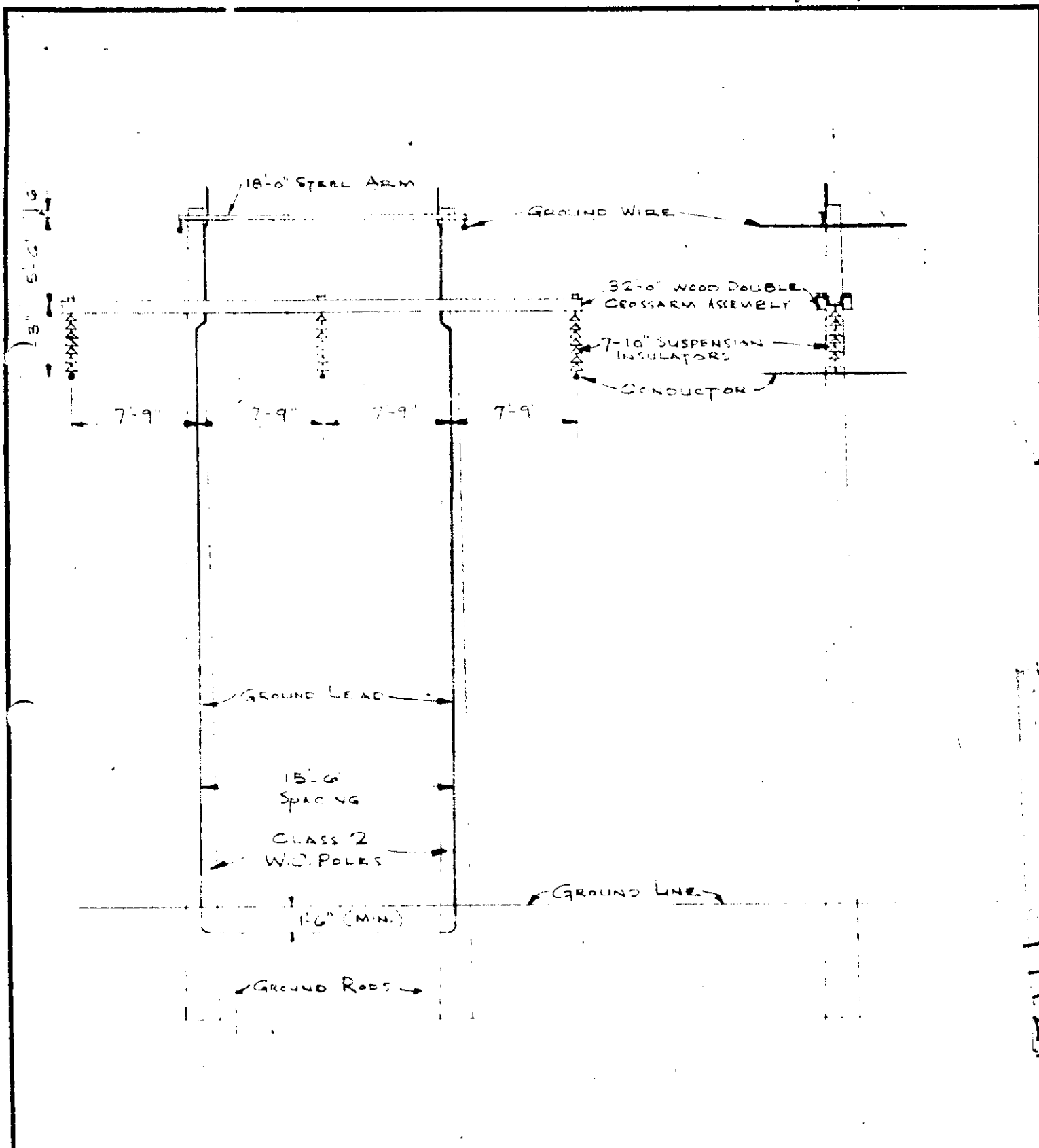
XB-B

FOR CONSTRUCTION DETAILS
SEE DWG 655773-13

APPROVED	LAYOUT
APPROVED	DRAWN J.S.W.
APPROVED	SCALE 1/8" = 1'-0"

X-BRACED BRACKET STRUCTURE

THE DETROIT EDISON COMPANY ELECTRICAL ENGINEERING DIVISION	
DATE	DWG. NO.
	ED- 936



19A24

TAN

FOR CONSTRUCTION DETAILS
SEE DWG. 655773-11

APPROVED	LAYOUT	<h2 style="margin: 0;">TANGENT STRUCTURE</h2>	THE DETROIT EDISON COMPANY ELECTRICAL ENGINEERING DIVISION	
APPROVED	DRAWN S.S.W.		DATE	DWG. NO.
APPROVED	SCALE 1/8" = 1'-0"		1-22	ED-1120

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

August 4, 1966

MICHIGAN PUBLIC SERVICE COMM.	
PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. _____	R & S _____
AUG 11 1966	
Adm. _____	_____
File _____	_____

Permit No. ED2-8-5846

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, M. F. Wider, Supervisor, Transmission Section
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing, covered by Wire Crossing Permit No. ED2-8-5846,
issued 7-22-66, 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,

M F Wider

17427

RX No. 3081B

Location Ipsilanti Twp.

Washtenaw County

Railroad New York Central

Subscribed and sworn to before me this

4th day of August, 1966.

L. G. Hedden
L. G. Hedden

Notary Public, Oakland

County, Michigan.

My Commission expires 10-15-66

STATE OF MICHIGAN
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Wire-Crossing Permit No. **ED2-8-5846**

In Re Application of **The Detroit Edison Company**
2000 Second Avenue
Detroit, Michigan 48226

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

The Detroit Edison Company
for permission to string wires across the tracks of the
New York Central System
and said **The Detroit Edison Company**

having conformed to the Commission's rules governing the filing of notices and issuing of permits for the construction of electrical lines and said rail road company having waived the right of notice and hearing provided for in said act

THEREFORE, It is ordered that said

The Detroit Edison Company

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

Township of Ypsilanti
County of Washtenaw
State of Michigan

Crossing of Superior-Willow Run-Newburgh 120 Kv
Line approx. 1250' S of cl of Michigan Ave. &
approx. 2170' W of East line of Sect. 1, T3S, R7E,
one (1) 120 kv, 60 cycle, 3 ph., 3 wire Circuit
with two (2) Grd. wires on wood "H" frames: 3 - 477
MCM 26/7 ACSR Ph. Conds./ 2 - 3/8" Beth "C" 7 strd.
Steel Grd. Wires per Dwg. RX-3081A

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

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

Given under our hands and the Official Seal of this Commission at the City of Lansing, State of Michigan, this **twenty-second** day of **July** A. D. 19 **66**

MICHIGAN PUBLIC SERVICE COMMISSION
By

Peter B. Spivak

Chairman,

John E. Torney

Commissioner,

Willis F. Ward

Commissioner.

Countersigned

Knight D. McKesson

Secretary

1966

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

I, Knight D. McKesson, Secretary of the Michigan Public Service Commission Do Hereby Certify,
That I have compared the annexed copy of **Railroad Wire Crossing Permit**
No. ED2-8-5846

with the original, and that it is a true and correct transcript therefrom, and of the whole of such
original.

In Testimony Whereof, I have hereunto set my hand and affixed
the seal of the Commission, at Lansing, this twenty-second
day of July in the year of our Lord
one thousand nine hundred sixty six

Knight D. McKesson
Secretary

1966

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

July 11, 1966

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **New York Central Railroad located in Ypsilanti Township, Washtenaw County, Michigan.**

One 120,000 volt, 60 cycle, 3 phase, 3 wire transmission circuit with two ground wires. Crossing of the Superior-Willow Run-Newburgh 120-KV Transmission Line located in railroad property approximately 1250 feet South of the center line of Michigan Avenue and approximately 2170 feet West of the East line of Section 1.

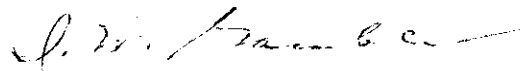
The proposed wire crossing will be constructed in accordance with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

- 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. **ED2-8-4675** dated **2-12-60** **RX-3081A**
- This is a new crossing.

Reference number of construction drawing is **RX-3081B**

Waiver dated 7-1-66 attached
Railroad File: **M-DE-595**

Yours very truly,



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

114734

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

November 26, 1965

TO:

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

Proposed Overhead Wire Crossing: **One 120,000 volt, 60-cycle, 3-phase, 3-wire transmission circuit with two ground wires.**

Specific Location **Crossing of the Superior-Willow Run-Newburgh 120-KV Transmission Line located in Railroad property approximately 1250 feet South of the center line of Michigan Avenue and approximately 2170 feet West of the East line of Section 1.**

RECORDED
INDEXED
NOV 27 1965

R. R. Valuation Station 1388 + 30 R. R. Mile Post _____

City/Village _____ Township Ypsilanti

County Washtenaw Detroit Edison Plan Attached RX-3081B

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

Previous Agreement Information (if any) Date 7-1-55 (R. R. Plan) MC76-62

Supplement dated 3-1-61, Railroad File M-DE-281A-WR

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**

NEW YORK CENTRAL SYSTEM

C. E. DEFENDORF
CHIEF ENGINEER

466 LEXINGTON AVENUE
NEW YORK, N. Y. 10017

July 1, 1966

File: M-DE-595

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

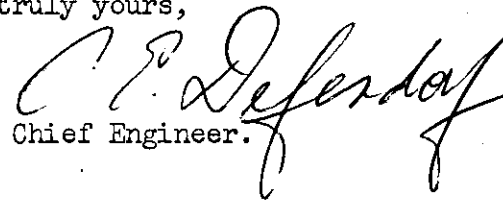
Gentlemen:

Att: Mr. I. W. Gamble,
Supervisor of Rights of Way
Properties and Rights of Way Dept.

Reference is made to your application dated November 26, 1965, for a standard waiver of hearing for reconstruction before the Michigan Public Service Commission for an aerial power wire line crossing permit to cross over our track at valuation station 1388+30±, at Willow Run, Michigan.

The New York Central Railroad Company, lessee of the Michigan Central Railroad, hereby waives hearing in regard to your Company making the above mentioned reconstruction provided the work is done in a safe and satisfactory manner and subject to rules and regulations of the Michigan Public Service Commission.

Very truly yours,


Chief Engineer.

RECORDED
RIGHT OF WAY NO. 17424

INTERDEPARTMENT CORRESPONDENCE

February 15, 1966

TO RECORDS CENTER:

Attached is ^{Revised Sketch, MC76-62} ~~by executed copy of agreement/permit~~ from:

New York Central System

Facilities Covered: One 120,000 volt, 60-cycle, 3-phase, 3-wire transmission circuit with two ground wires.

Specific Location: Crossing of the Superior-Willow Run-Newburgh 120-KV Transmission Line located in Railroad property approximately 1250 feet South of the center line of Michigan Avenue and approximately 2170 feet West of the East line of Section 1.

R. R. Valuation Station 1388 + 30 Mile Post _____

City/Village _____ Township Ypsilanti

County Washtenaw Detroit Edison Plan No. RX-3081B

Agreement/~~Permit~~ Date 7-1-55 (and supplements) R. R. Plan No. MC76-62 (3-27-61)

Preparation Fee - Annual Rental -

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

/Sketch
This is a Supplemental Agreement and is to be made a part of R/W 17424

Attached Grand Trunk Western Railroad Permit No. _____ to be made a part

of R/W No. 9064.

REFERRED TO
<i>M</i>

RECORDS CENTER
RECEIVED FEB 25 1966
TICKLER MADE
CLASSIFIED <i>I. W. Gamble</i>

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

FEB 28 1966 TJS

RECORDED RIGHT OF WAY NO. 17424

INTERDEPARTMENT CORRESPONDENCE

October 11, 1965

Memorandum to
General Engineering.

I. W. GAMBLE
IS
OCT 12 1965

Attention: Mr. John S. Wenger,
Transmission Engineer.

PROP. & R/W/01571.

Re: New York Central RR Request
to Relocate our Distribution and
Transmission Facilities in
Ypsilanti Township

Confirming my conversation with Mr. Bourjaily please proceed with whatever is necessary to relocate our equipment as shown on your drawing ED-5905. The attached letter gives railroad approval for the work as shown on that drawing. Further details are as given in your memorandum of October 8.

According to Mr. Ivan W. Gamble our crossing agreement with the New York Central requires us to make this change at our own expense.

Cameron Waterman
Sales Engineer - Power Division

CI-bw

cc to Mr. Gage Cooper
Mr. Ivan Gamble

*R/W 12424
3081B
Tower line
crossing only
J. S. Wenger
R/W 2235-1A
30653*

17424

NEW YORK CENTRAL SYSTEM

C. F. HUNT
DISTRICT ENGINEER
A. S. McRAE
DISTRICT ENGINEER OF TRACK

DETROIT, MICH. 48216
PHONE TA 5-7000

October 7, 1965

S-4919 - #2

Mr. Cameron Waterman
Detroit Edison Company
2000 Second Ave.
Room 345
Detroit 26, Michigan

Dear Mr. Waterman:

Attached hereto is a print of your Drawing No. ED 5905, dated September 3, 1965, showing structure relocation required by widening of N.Y.C.R.R. Yard, Sec. 1, Ypsilanti Township, approved by the railroad for construction as shown.

Thank you once again for your action in handling this request.

Very truly yours,

C. F. Hunt

C. F. Hunt
District Engineer

WGJ:hm

*File 17424 R 30810
Ch 20622 R 22254*

17424

REVISION NUMBER OF FILE NO. 17424

WASHTENAW COUNTY MICHIGAN
YPSILANTI TOWNSHIP
T3S, R7E, SEC. 1

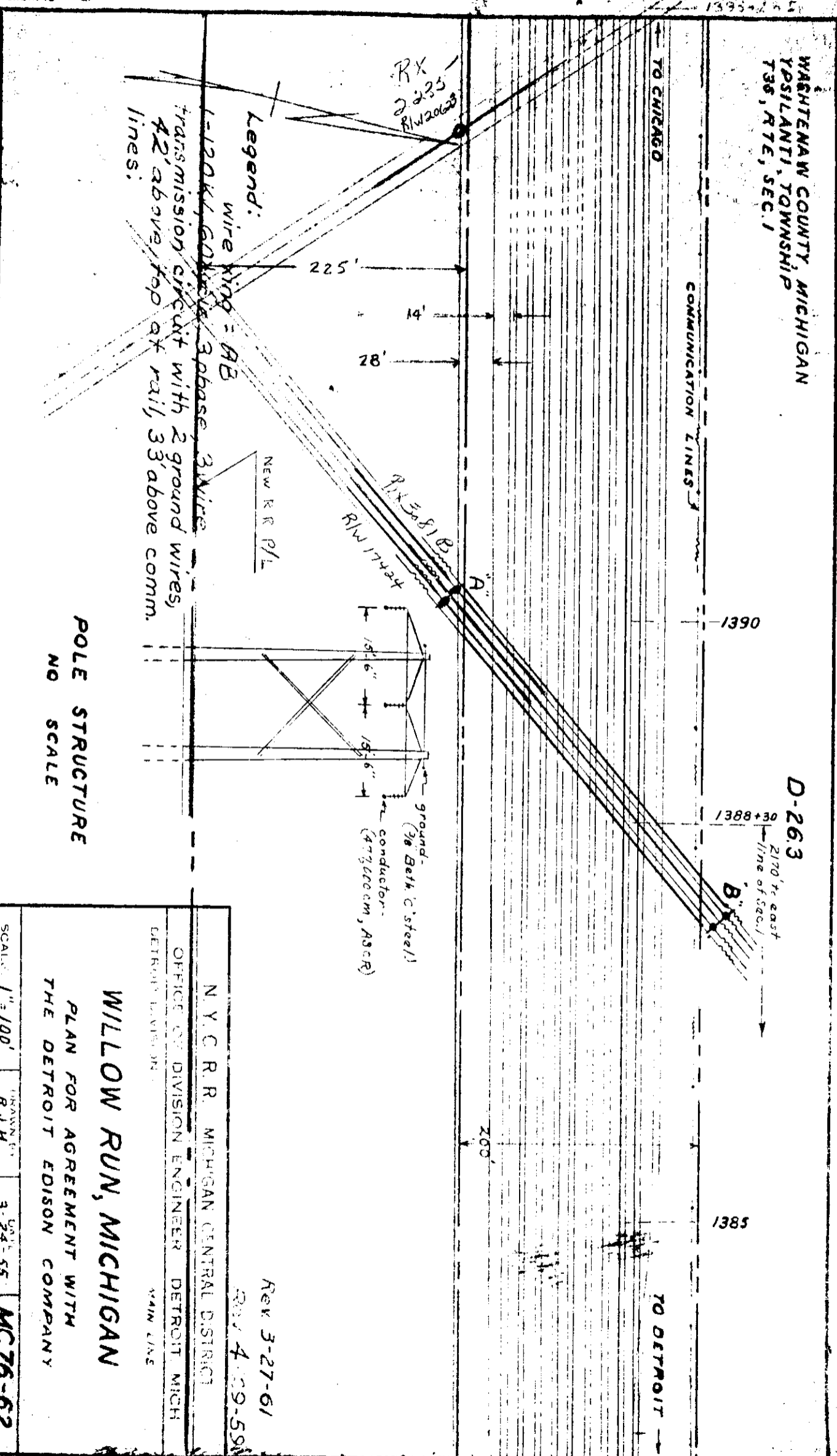
D-263

2170' E east
line of Sec. 1

TO CHICAGO

COMMUNICATION LINES

TO DETROIT



Legend:
 wire ring = AB
 1-120KVA, 60kV, 3 phase, 3 wire
 transmission circuit with 2 ground wires,
 #2' above top of rail, 33' above comm.
 lines.

POLE STRUCTURE
 NO SCALE

Rev 3-27-61
 Rev 4-29-59

N. Y. C. R. R. MICHIGAN CENTRAL DISTRICT
 OFFICE OF DIVISION ENGINEER DETROIT, MICH.
 DETROIT DIVISION MAIN LINE

WILLOW RUN, MICHIGAN
 PLAN FOR AGREEMENT WITH
 THE DETROIT EDISON COMPANY

SCALE: 1" = 100' DRAWN BY R.J.H. DATE 3-24-55 MCT 76-62

INTERDEPARTMENT CORRESPONDENCE

May 4, 1961

TO RECORDS CENTER:

Inv 2
5-10-61

Attached is fully executed copy of supplemental agreement as follows:

Agreement From: New York Central System

Facilities Covered: 120-KV wood pole transmission line (known as our Superior-Willow Run-Newburgh Line).

Specific Location: At a point approximately 1250 feet South of the center line of Michigan Avenue (U.S. 112) and approximately 2170 feet West of the East line of Section 1

Railroad Valuation Station 1388 plus 30 Mile Post _____

City/Village _____ Township Ypsilanti

County Washtenaw Detroit Edison Plan No. RX-3081A

Supplemental
Agreement Date 3-1-61 R.R. Plan No. MC76-62, dated Rev. 3-27-61

Preparation Fee _____ Annual Rental Remains at \$15.00 per year

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

This is a Supplemental Agreement and is to be made a part of R/W 17424

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

REFERRED TO
<i>J.K. [Signature]</i>
<i>KS</i>

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

YPS-5-3

Sec. 15 5/2 of

IWG/mnt

RECORDED RIGHT OF WAY NO. 17424

SUPPLEMENTAL AGREEMENT

Chicago, Ill. - March 1, 1961

BY MUTUAL CONSENT OF THE PARTIES, the certain agreement dated July 1, 1955, between THE NEW YORK CENTRAL RAILROAD COMPANY, Lessee of the Michigan Central Railroad, as First Party, and THE DETROIT EDISON COMPANY, a New York corporation, as Second Party, relating to an aerial power wire line crossing of First Party's right-of-way and tracks at station stake 1388+30 at Willow Run, Michigan, is hereby modified to permit Second Party to reconstruct said aerial power wire line crossing, resulting in change in overhead clearance only, as shown on print of plan No. NE76-62 dated 3-24-55, last revised 3-27-61, attached hereto and made a part hereof, and which is in substitution of plan No. NE 76-62 dated 3-24-55, attached to and made a part of said agreement of July 1, 1955.

The said agreement dated July 1, 1955, as hereby amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement, in duplicate, by their duly authorized and proper officers as of the day and year first above written.

Approved as to Form:

General Attorney

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

By *C. E. Defendoff*
Chief Engineer

THE DETROIT EDISON COMPANY, a corporation

By *Richard H. Taylor*
Its RICHARD H. TAYLOR, DIRECTOR

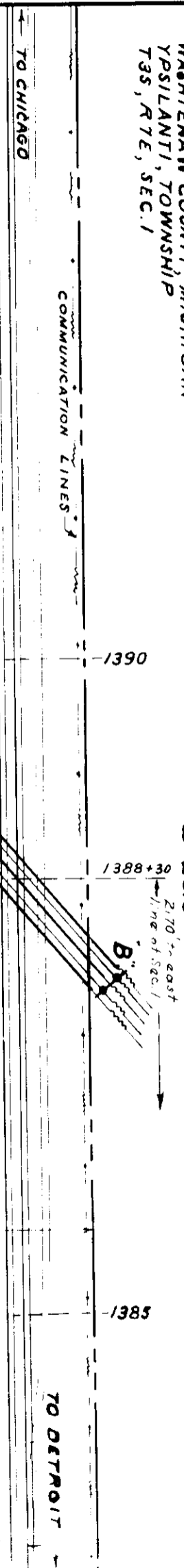
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

K. B. Smith

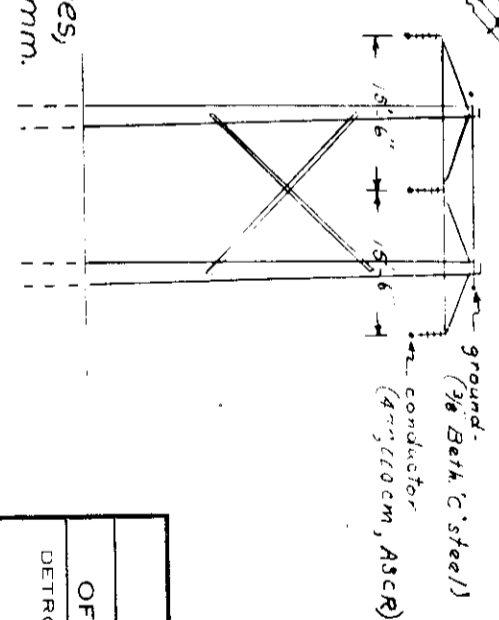
RECORDED RIGHT OF WAY NO. 17424

WASHTENAW COUNTY, MICHIGAN
 YPSILANTI, TOWNSHIP
 T3S, R7E, SEC. 1

D-263



Legend:
 wire xing = AB
 1-120KV, 60 cycle, 3 phase, 3 wire
 transmission circuit with 2 ground wires,
 42' above top of rail, 33' above comm.
 lines.



POLE STRUCTURE
 NO SCALE

Rev 3-27-61
 Rev 4-29-59

N. Y. C. R. R. MICHIGAN CENTRAL DISTRICT
 OFFICE OF DIVISION ENGINEER DETROIT, MICH
 DETROIT DIVISION - MAIN LINE

WILLOW RUN, MICHIGAN

PLAN FOR AGREEMENT WITH
 THE DETROIT EDISON COMPANY

SCALE: 1" = 100' DRAWN BY R. J. H. DATE 3-24-55 MC 76-62

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

October 26, 1955

hwr
10/28/55

MEMORANDUM TO:

MR. ELDRED H. SCOTT
Vice President and Controller
520 General Offices

Attached, for the General Files, is a fully executed copy of the agreement covering our crossing over tracks of the New York Central System approximately 1250 feet South of the center line of Michigan Avenue (U.S. 112) and approximately 2170 feet West of the East line of Section 1 of Ypsilanti Township, measured along the center line of railroad right of way, Washtenaw County, Michigan. The line, as shown on our Plan RX-3081, will consist of a 120-KV steel tower transmission line. Plan MC 76-62.

The agreement, dated July 1, 1955, calls for the sum of \$45.00 preparation fee and an annual rental of \$15.00 beginning July 1, 1955.

L. G. Hedden

L. G. Hedden
Supervisor of Rights of Way

LGH/bmr
encl.

RIGHT OF WAY, PLAN NO. 17424-

GENERAL FILES	
RECEIVED	OCT 31 1955

11-14-55
Jane Hedden

REFERRED TO
<i>GP S. [unclear]</i>
<i>hwr</i>
<i>APP</i>
<i>[unclear]</i>

YPS 53

This Agreement,

made this **first** day of **July**, 19 **55**, between THE NEW YORK CENTRAL RAILROAD COMPANY, Lessee of **The Michigan Central Railroad**, hereinafter called First Party, and **THE DETROIT EDISON COMPANY, a New York corporation** (address: **2000 Second Avenue, Detroit 26, Michigan**), hereinafter called Second Party,

Witnesseth, that First Party, for and in consideration of the sum of **(\$45.00) FORTY-FIVE** dollar **■** to it paid by Second Party, the receipt whereof is hereby acknowledged, hereby licenses and permits, but without warranty, the Second Party, upon condition that Second Party faithfully keep and perform the covenants and agreements herein provided to be kept and performed by Second Party, and not otherwise, to **construct, maintain and use a power wire line crossing, consisting of 120 KV, 60 cycle, 3 phase, 3 wires with 2 ground wires, over the tracks and across the right-of-way of First Party's Detroit Division, at Station Stake 1388+90, said crossing to be located as shown in solid lines and marked "A-B" on print of Plan MC 76-42, dated March 24, 1955, which is hereto attached and hereby made a part of this instrument, and all of which is located in T 3 S, R 7 E, Section 1, Tpailanti Township, Washtenaw County, Willow Run, Michigan.**

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all of which is hereinafter referred to as the "WORK," upon the following terms and conditions, all of which Second Party covenants and agrees to keep, abide by and perform:

FIRST: Said WORK shall be done at such time or times, in such manner, with such material and under such general conditions as shall be satisfactory to and approved by the Chief Engineer of First Party, or his duly authorized agent, and shall be so placed, maintained and operated by the Second Party as not in any way in the judgment of the First Party to interfere with the proper and safe operation, use and enjoyment of the property and railroad of the First Party or the poles, circuits or other equipment of any telegraph, telephone or power company located on the property of the First Party. Second Party shall after the doing of said WORK restore the premises of First Party to the same or as good a condition as they were in prior to the commencement of the doing of said WORK.

Sec. 1 - 1/2 of

SECOND: All the work to be done by Second Party, or by the contractors, agents or servants of Second Party, in connection with the doing of said WORK, or in connection with the repair, renewal or maintenance thereof, shall be done at the sole risk and expense of Second Party, and the cost of all work done by First Party in connection therewith, the checking of plans and the wages of any inspectors or watchmen which, in the judgment of the said Chief Engineer of First Party, may be required during the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, for the proper and safe protection of the property, traffic and business of First Party, shall be paid to First Party by Second Party, upon bills being rendered therefor.

THIRD: First Party may, at its election, do all the work within the exterior lines of its lands in connection with or necessary for the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, through its lands and across its roadway and tracks, and all of said WORK shall be paid for by Second Party as hereinbefore provided.

FOURTH: Second Party shall, if requested so to do by First Party, advance to First Party the estimated cost of said WORK, and upon the completion of said WORK, the unexpended balance, if any, shall be returned to Second Party, or if the sum advanced by Second Party to First Party is insufficient to pay for the cost of said WORK, then Second Party shall pay to First Party such additional sum as was necessary to complete said WORK, upon being furnished by First Party with a detailed statement of the amount and cost of such additional work.

FIFTH: Whenever it may be necessary to make any repairs to or renewals of said WORK in or upon the premises of First Party, such repairs or renewals shall be made under the supervision and control of said Chief Engineer of First Party, or his duly authorized agent, at the sole expense of Second Party, in such a manner as to interfere as little as possible with the premises, property and business of First Party, and Second Party shall, at the cost and expense of Second Party, restore the premises of First Party to the same or as good a condition as they were in prior to the making of such repairs or renewals; or First Party may, at its election, make such repairs or renewals, and the expense thereof shall be paid to it by Second Party, as hereinbefore provided.

SIXTH: Second Party shall and will at all times hereafter indemnify and save harmless First Party from and against any and all detriment, damages, losses, claims, demands, suits, costs, or expenses which First Party may suffer, sustain, or be subject to, directly or indirectly, caused either wholly or in part by reason of the location, construction, maintenance, use, presence or removal of said WORK as permitted by this license, regardless of whether or not caused or contributed to by the negligence of First Party, its agents or employees.

SEVENTH: This agreement and license and privilege it confers may be revoked and terminated at the option of First Party at any time by giving thirty (30) days' written notice to Second Party or by posting such notice in a conspicuous place where said WORK has been done; and upon the expiration of said thirty (30) days after service of such notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and thereupon, Second Party shall remove said WORK from the premises of First Party and restore same to their former condition at the expense of Second Party, or on the failure of Second Party so to do, First Party may remove said WORK at the expense of Second Party, which the latter hereby expressly agrees to pay on demand.

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EIGHTH: It is understood and agreed by and between the parties hereto that if, at any time or times hereafter, First Party shall desire to make any changes in its tracks, structures, roadbed or other facilities at the point of crossing, or make any changes whatever, in, to, upon, over or under the premises owned, controlled or leased by said First Party, and crossed or in any way affected by the WORK of Second Party under this agreement, then Second Party shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from First Party make such changes in the location or construction of its said WORK, as in the judgment of the Chief Engineer of First Party may be necessary to accommodate any future construction, improvements or changes of said First Party.

NINTH: It is agreed that in no event shall any wires, pipes or other structures, except those herein mentioned and shown on the blueprint hereto attached, be strung or placed across the tracks or upon the property of First Party, without express permission so to do, in writing from said First Party, to that effect; and that in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission for the stringing or placing of such additional wires, pipes or other structures, apply to and cover the same with the same effect as if the right to string or place them had been incorporated in this agreement.

TENTH: It is understood and agreed by and between the parties hereto, that if at any time during the continuance of this agreement, Second Party hereto removes, abandons or discontinues the use of the WORK hereinabove referred to, this agreement and all rights hereby conferred upon said Second Party shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other or further action on the part of either party; and Second Party covenants and agrees that, in case the said WORK hereinabove referred to is at any time during the continuance of this agreement discontinued or abandoned, said Second Party shall, within sixty (60) days after the abandonment or discontinuance of said WORK, actually remove said WORK from the premises of First Party hereto, or cause it to be removed, and, if, after the expiration of said sixty (60) days, the said WORK is not actually removed, it is understood that First Party hereto may forthwith remove the same at the risk and expense of Second Party, and without being in any manner liable to said Second Party for such removal, and Second Party covenants and agrees to pay to First Party hereto the cost of such removal upon bill therefor rendered to Second Party.

ELEVENTH: Second Party shall pay to First Party as rental for the privilege herein granted, the sum of Fifteen Dollars (\$15.00) per annum, beginning on the first day of July, 1955, and annually in advance thereafter, during the term and continuance of this permit.

TWELFTH: Said power wire line, and all appurtenances connected therewith shall be constructed and maintained in accordance with Specifications for Electrical Supply Lines at Crossings with the Facilities of Steam and Electrified Railroads as contained in August 1946 Reports of Joint Engineering Committee of Association of American Railroads and Edison Electric Institute, and plat attached hereto and made a part hereof.

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The covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of, the ~~heirs, executors, administrators,~~ successors and assigns of the parties hereto respectively.

In Witness Whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

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

Approved.

By G. H. Simpson Chief Engineer.

YSH

~~THE DETROIT EDISON COMPANY, a corporation~~

By Richard H. Taylor
RICHARD H. TAYLOR, DIRECTOR
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

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APPROVED AS TO FORM
Aspinwall
LEGAL DEPT.

WASHTENAW COUNTY, MICHIGAN
YPSILANTI, TOWNSHIP
T35, RTE, SEC. 1

COMMUNICATION LINES

TO CHICAGO

TO DETROIT

D-26.3

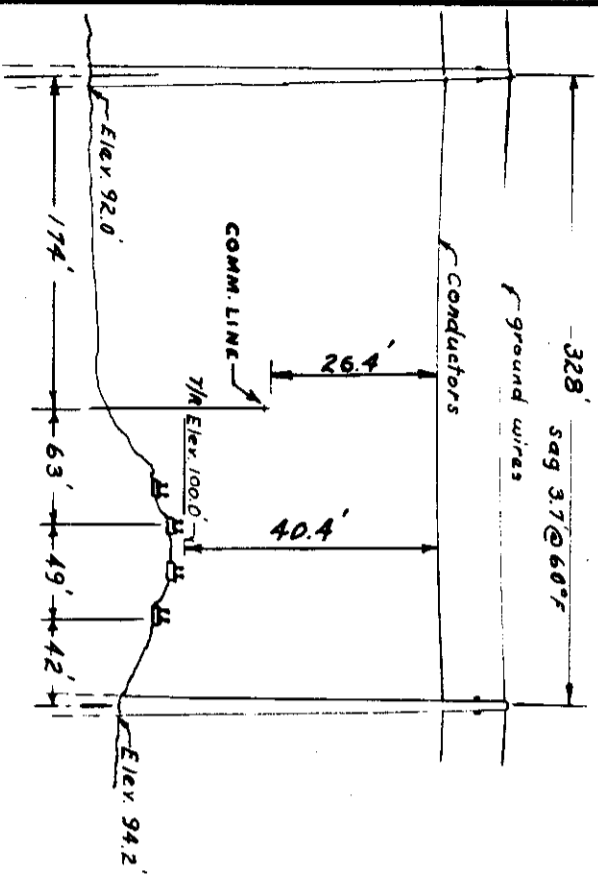
2170' to east
line of Sec. 1

1390

1388+30

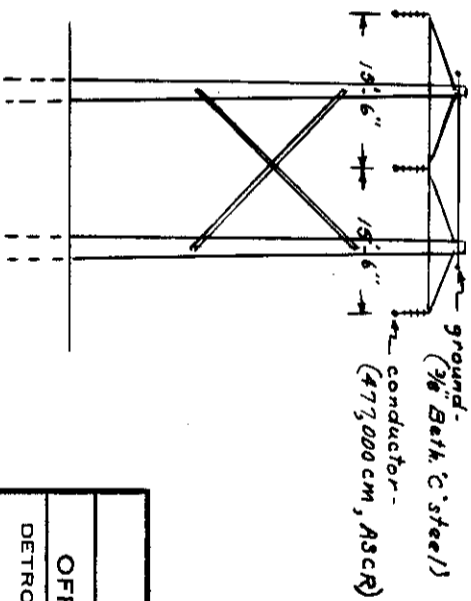
1385

A-B
CROSSING CIRCUIT TO BE
120 KV, 60 CYCLE, 3 PHASE, 3 WIRES
WITH 2 GROUND WIRES.



ELEVATION LOOKING EAST

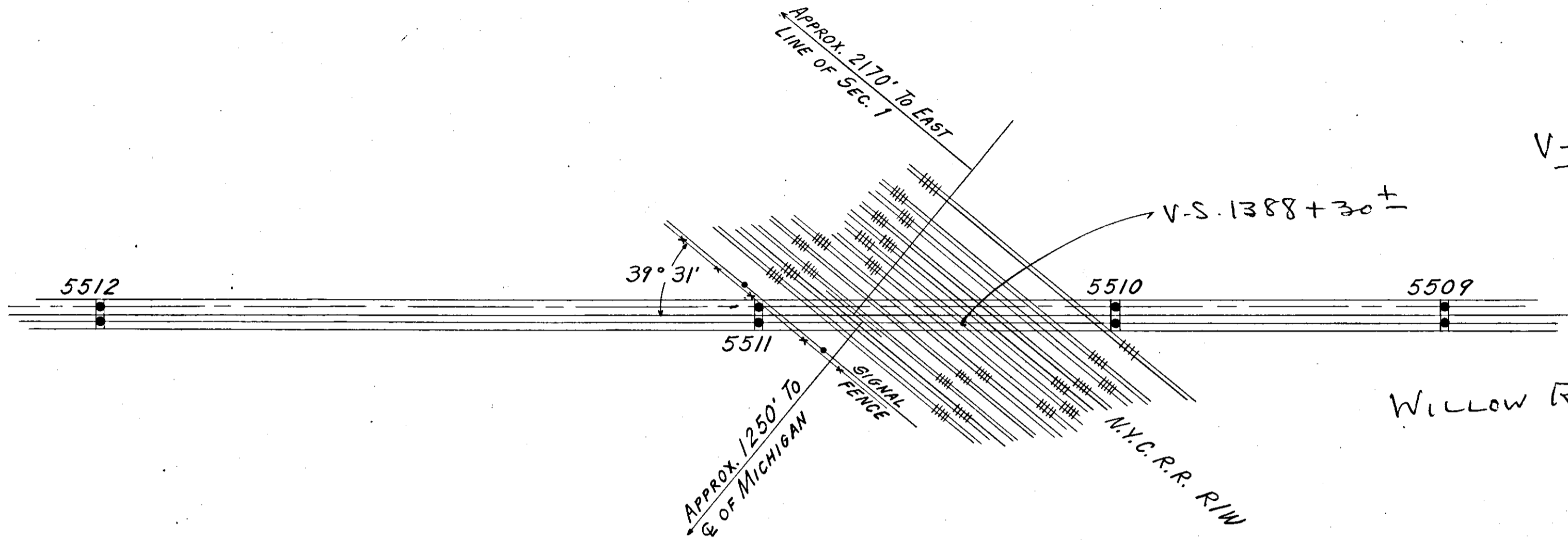
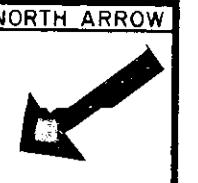
SCALE - HORIZONTAL 1" = 100'
VERTICAL 1" = 30'



POLE STRUCTURE
NO SCALE

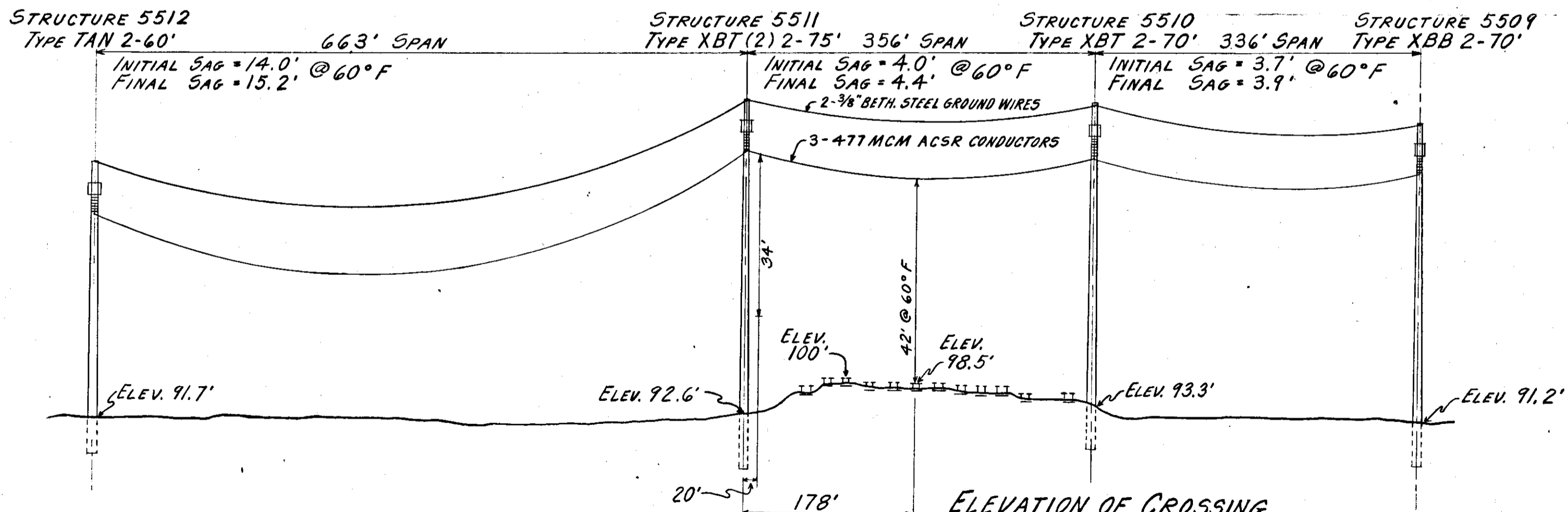
N. Y. C. R. R.—MICHIGAN CENTRAL DISTRICT			
OFFICE OF DIVISION ENGINEER—DETROIT, MICH.			
DETROIT DIVISION — MAIN LINE			
WILLOW RUN, MICHIGAN			
PLAN FOR AGREEMENT WITH THE DETROIT EDISON COMPANY			
SCALE: 1" = 100'	DRAWN BY R.J.H.	DATE 3-24-55	MC 76-62

SUPERIOR-WILLOW RUN-NEWBURGH 120 KV

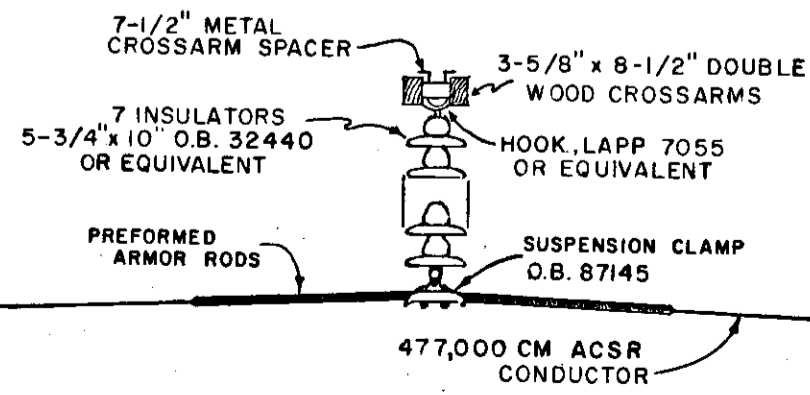


V-1-B-M
9

PLAN OF CROSSING
SCALE: 1" = 100'



ELEVATION OF CROSSING
SCALE: HORIZONTAL 1" = 100'
VERTICAL 1" = 20'



SUSPENSION DETAILS
STRUCTURES - 5509, 5510, 5511, 5512

CITY _____
COUNTY WASHTENAW
TOWNSHIP YPSILANTI
T.3 S. - R.7 E.
SECTION NO. SE 1/4 SEC. 1

THE DETROIT EDISON COMPANY	
PLAN SUBMITTED TO	
MICHIGAN PUBLIC SERVICE COMMISSION	
FOR 120,000 VOLT CROSSING	
OVER N.Y.C. R.R.	
DRAWN BY <u>F.S.B.</u>	DATE <u>11-5-65</u>
APPROVED BY <u>J. S. Newman</u>	DATE <u>11-12-65</u>
PERMIT NO. <u>ED</u>	DRAWING NO. <u>RX-3081-B</u>

RECORDED RIGHT OF WAY NO. 17424