

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

November 28, 1955

mb
11-29-55

MEMORANDUM TO:

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

Attached, for the General Files, is a fully executed copy of agreement covering our crossing over tracks of The Pennsylvania Railroad Company at a point approximately 605 feet Westerly of the center line of Fort Street, in the vicinity of Pleasant Avenue and Fort Street in the City of Detroit, Wayne County, Michigan. The line, as shown on our Plan RX-3088, will consist of a 120-KV steel tower transmission line.

The agreement, dated September 28, 1955, calls for the sum of \$45.00 preparation fee and an ~~annual~~ rental of \$100.00 beginning May 1, 1955.

RIGHT OF WAY FILE NO. 17516



L. G. Hedden
Supervisor of Rights of Way

LGH/bmr
encl.

CIVIL ACCTG. DEPT. ENTERED - CANCELLED
CONTRACT BOOK NO. _____
DATE <u>12-27-55</u>
BY <u>June Hedden</u>
CHECKED BY _____

GENERAL FILES
RECEIVED DEC 6 1955
CLASSIFICATION _____

REFERRED TO
<u>R.J.K.</u>
<u>mb</u>
<u>mb</u>
<u>mb</u>

DET-886
888

TRIPPLICATE

C. F. 67-(f)
2N 7 1/2 x 9 1/2 10-7-54

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 28th day of September in the year of our Lord one thousand nine hundred and fifty-five (A. D. 1955) by and between ~~THE PENNSYLVANIA RAILROAD COMPANY~~

The Pennsylvania, Ohio and Detroit Railroad Company and The Pennsylvania Railroad Company, Lessee of and operating The Pennsylvania, Ohio and Detroit Railroad

hereinafter called the Railroad Company, party of the first part, and

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

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 TYPE NO. 17516

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. Mile post... 136 plus 1173 feet.
- 2. Name of nearest station..... Detroit
- 3. County..... Wayne 4. State Michigan

(b) Purpose:—

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

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength ~~and for computation of "span and sag" (See Note 1.)~~

Crossing of three (3) overhead wires for transmission of electric energy at 120,000 volts potential and one ground wire approximately 75 feet in length.

Font at Pleasant

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. **RX-3088**, dated **3-30-55**, 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. ~~data sheet - T2114 - T2129~~, dated **3-21-55, 12-5-50, 1-2-26**, marked "Exhibit B" consisting of **three** 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 the extent of the work~~
~~actually performed~~

RECORDED R/W FILE NO. 7516

RECORDED R/W FILE NO. 17516

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.

(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) ~~Upon execution of this agreement~~ The Utility Company shall also pay to the Railroad Company compensation as follows:—

Reimbursement for engineering expenses incurred at request of applicant (if any).....	\$ None
Fee for preparation of papers and other incidental expenses.....	\$ 45.00
Compensation Annual rental for use of right-of-way and property.....	\$100.00
The first annual payment to be due as of the day of March 19 15	
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 1st day of May A. D. 19.55

~~(b) In the event of the removal or abandonment by the Utility Company of its wires at the crossing covered by this agreement, no refund shall be made by the Railroad Company to the Utility Company of any portion of the money paid by the Utility Company for the privilege of crossing the Railroad Company's tracks and property.~~

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.

RIGHT OF WAY AGREEMENT No. 17516

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:
[Signature]
R.S. Assistant Secretary.

The Pennsylvania, Ohio and Detroit
Railroad Company.
By *[Signature]* Vice-President

Attest:
[Signature]
Assistant Secretary.

The Pennsylvania Railroad Company, Lessee
of and operating The Pennsylvania, Ohio
and Detroit Railroad.
By *[Signature]* Vice-President

Attest:
[Signature]
Assistant Secretary.

The Detroit Edison Company
By *[Signature]* Executive Vice-President

Attest:
[Signature]
Secretary.

By *[Signature]*
RICHARD H. TAYLOR, DIRECTOR
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

RIGHT OF WAY FILE NO. 17516

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.

DATA SHEET TO ACCOMPANY DRAWING RX-3088

Name of Company

The Detroit Edison Company.

Name and Location of Crossings

Four crossings of the Rouge-Navarre Steel tower line, as listed below, in the vicinity of Pleasant Avenue and Fort Street, City of Detroit, Michigan.

Crossing No. 1 over the Michigan Central Railroad at a point approximately 1790' west of the center line of Fort Street.

Crossing No. 2 over the Michigan Central Railroad at a point approximately 940' west of the center line of Fort Street.

Crossing No. 3 over the Wabash Railroad approximately 605' westerly of the center line of Fort Street.

Crossing No. 4 over the Pennsylvania Railroad approximately 605' westerly of the center line of Fort Street.

Circuit

Each crossing to consist of two 120,000 volt, 60 cycle, 3 phase, 3 wire transmission circuits with one ground wire.

Towers and Crossarms

Steel towers and crossarms as per attached photostats T-2429 and T-8414.

Conductors

Proposed 6 - 954 Mcm 54al/7st ACSR conductors and 1-7/16" Bethanized "C" steel ground wire.

Guy and Guy Attachments

None.

Guy Clamps and Insulators

None.

Guy Anchors and Anchor Rods

None.

Pins, Insulators and Ties

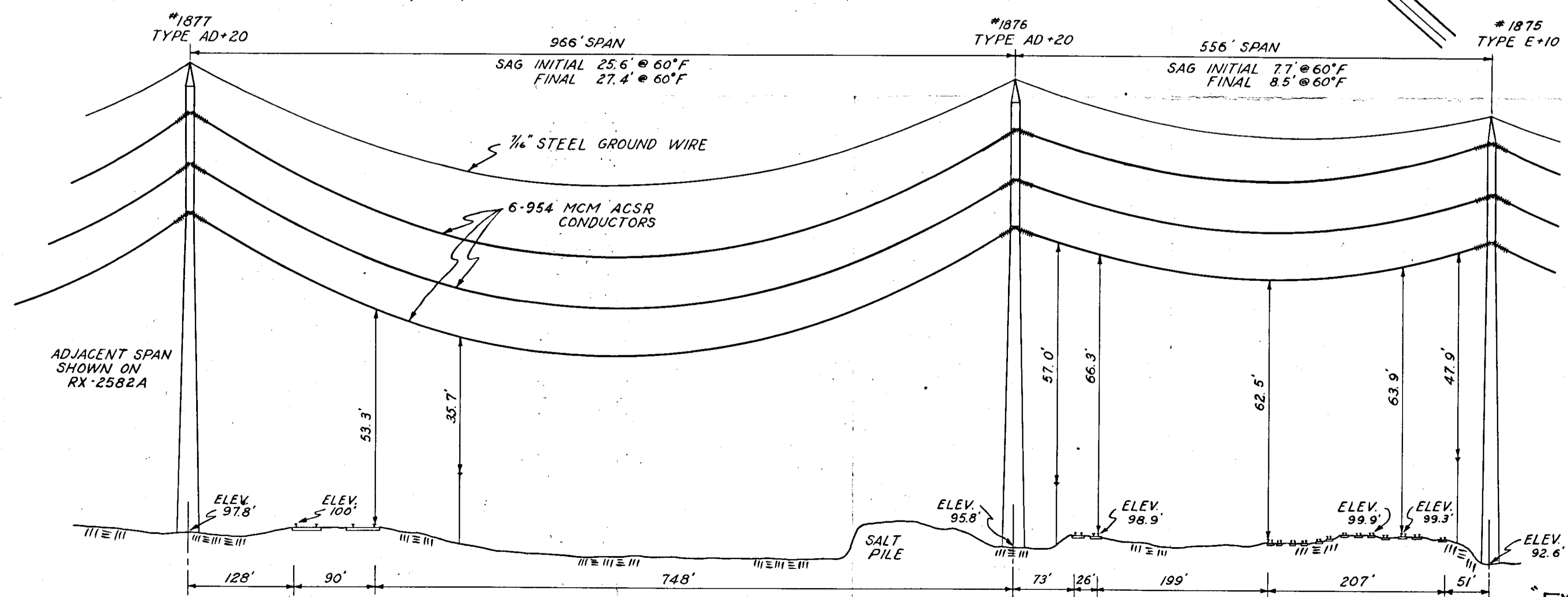
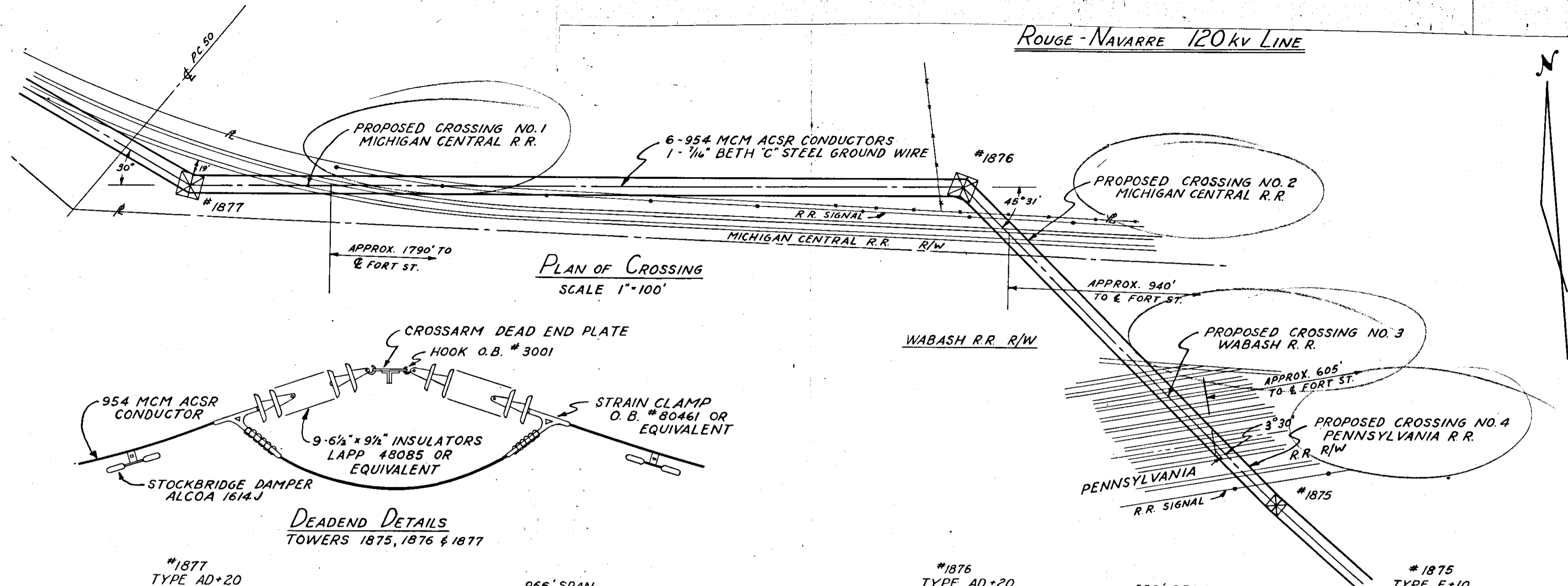
Deadend details as shown on RX-3088.

Planning and Project
Engineering Department
Electrical Engineering Division
JSW:ad
3-21-55

" EXHIBIT B "

RIGHT OF WAY FILE NO. 17516

ROUGE-NAVARRE 120KV LINE



"EXHIBIT A"

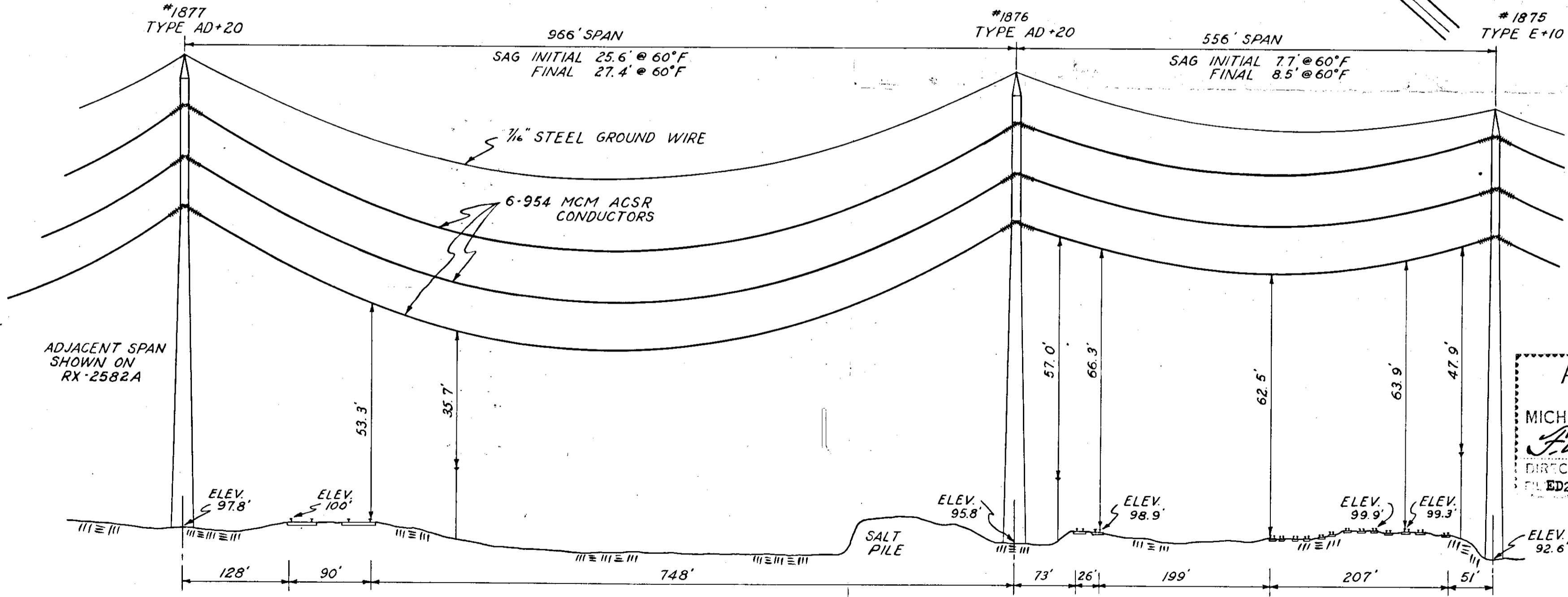
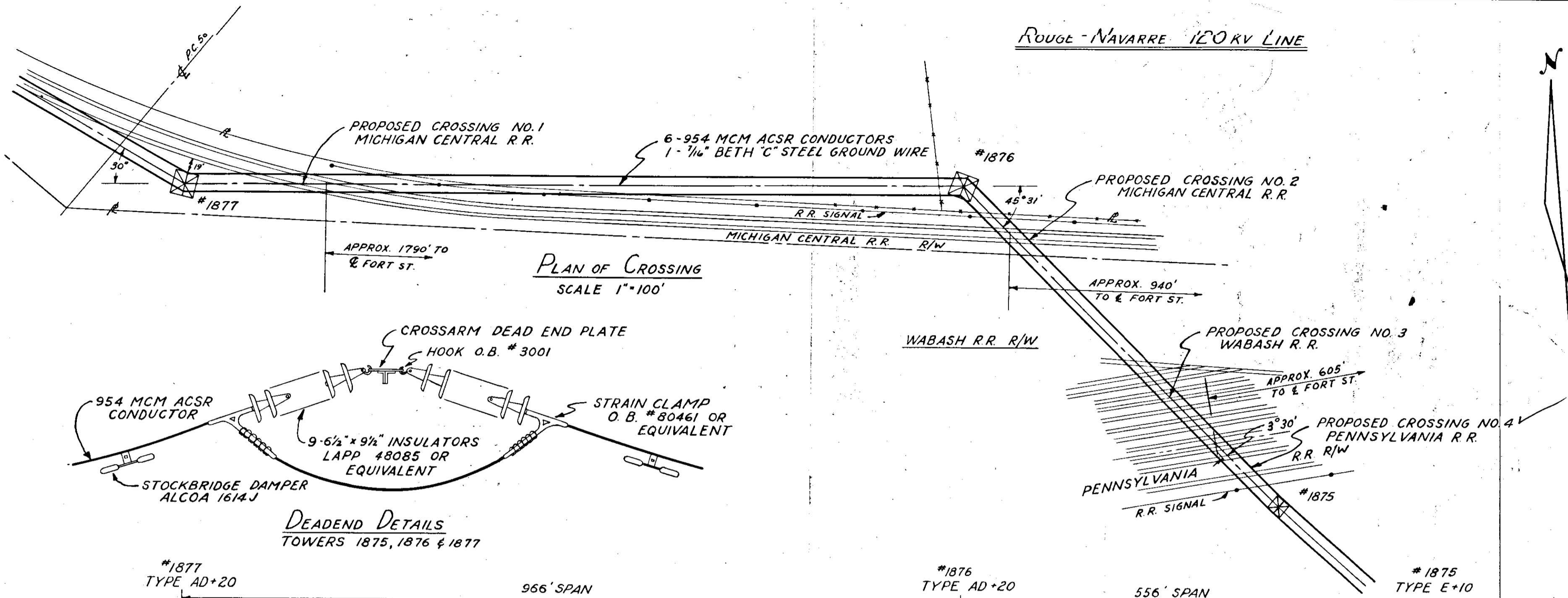
CITY DETROIT Approved 4-13-55
COUNTY WAYNE © H. T. Cover.
SURVEY NO. 795 Ass't V.P. Operation &
RANGE NO. R11E Chief of Motive Power.

THE DETROIT EDISON COMPANY
PLAN SUBMITTED TO MICHIGAN
PUBLIC UTILITIES COMMISSION
FOR 120,000 VOLT CROSSING
OVER M.C., WABASH & PENN. R.R.
DRAWN BY R.A.R. DATE 3-30-55
CHECKED BY *JW* DATE 3-31-55

PERMIT NO. RX-3088

RIGHT OF WAY FILE NO. 17516

ROUGE-NAVARRE 120 KV LINE



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

APPROVED
FOR
MICHIGAN PUBLIC SERVICE
COMMISSION
F. C. Hooper Acting
DIRECTOR OF PUBLIC UTILITIES
ED2-8-3654 June 8, 1955

CITY DETROIT
COUNTY WAYNE
SURVEY NO. T 25
RANGE NO. R 11 E

THE DETROIT EDISON COMPANY
PLAN SUBMITTED TO MICHIGAN
PUBLIC UTILITIES COMMISSION
FOR 120,000 VOLT CROSSING
OVER M.C., WABASH & PENN. R.R.
DRAWN BY R.A.R. DATE 3-30-55
CHECKED BY *J.W.* DATE 3-31-55

PERMIT NO. RX-3088

RX-3088

Agreement Dated 9-28-55
R/W 17516

M.P. 136 + 1172 feet

RECORDED RIGHT OF WAY NO.

17516