

CORPORATE REAL ESTATE SERVICES

Project No.: XD5204
Location Project No.:BD2382
R/W No.: Occept

Date: June 1, 1994
To: Ava D. Thrower
Records Center
From: Tom Wilson *TW*
Subject: Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated April 22, 1994, to Grand Trunk Western Railroad Company, about the above mentioned occupation in Section 11, in the City of Allen Park, Ecorse Township, Wayne County, Michigan.

Detroit Division, is hereby notified to revise the occupation as requested. **Note: All construction work associated with aerial crossings of railroad tracks requires that you notify the operating railroad as to the actual date of construction, in advance of any work.**

Please incorporate these papers into Record Center File No. 17524.

Attachments

cc: Rick Herrmann

RECORDED
RIGHT OF WAY NO. 17524

72

P 710 755 985



Certified Mail Receipt

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sent to <i>Mr. W. LaMasters</i>	
<i>Grand Trunk RR</i>	
Street & No.	
<i>1333 Bruney Park</i>	
P.O., State & ZIP Code	
<i>Detroit, MI 48207-2699</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Address of Delivery	
TOTAL Postage & Fees	\$
Postmark or Date	<i>5/10/94</i>

PS Form 3800, June 1990

RECORDED RIGHT OF WAY NO. 17524

Is your RETURN ADDRESS completed on the reverse side?	SENDER: <ul style="list-style-type: none"> • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom the article was delivered and the date delivered. 	I also wish to receive the following services (for an extra fee): <ul style="list-style-type: none"> 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
	3. Article Addressed to: <i>Mr. W. LaMasters</i> <i>Grand Trunk RR.</i> <i>1333 Bruney Park Blvd</i> <i>Detroit, MI 48207-2699</i>	4a. Article Number <i>710 755 985</i>	4b. Service Type <ul style="list-style-type: none"> <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise
	5. Signature (Addressee)	6. Signature (Agent) <i>[Signature]</i>	7. Date of <i>MAY 12 1994</i>
8. Addressee's Address (Only if requested and fee is paid)			

Thank you for using Return Receipt Service.



2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

April 22, 1994

Mr. W. LaMasters
Engineer of Surveys and Construction
Grand Trunk Western Railroad Company
1333 Brewery Park Boulevard
Detroit, Michigan 48207-2699

Re: Poleline Reconstruction Notification

Dear Mr. LaMasters:

This letter is your notice of the planned reconstruction of an overhead poleline occupation along your railroad tracks, by The Detroit Edison Company, in , in Section 11, The City of Allen Park, Ecorse Township, Wayne County, Michigan, as described on the enclosed drawings and information forms.

1. Location: The pole line runs between Southfield Road and Herrick Street.
2. Detroit Edison Project and Crossing Nos.: BD2382, OCCPT
3. This is a reconstruction of an existing occupation (Previous Grand Trunk Permit No. 3000013/Agreement Date: November 11, 1955). Information on this crossing is retained in Edison ROW File No. 17524
4. Please indicate your:
 - R.R. Valuation Station No. _____
 - R.R. Mile Post No. _____
 - Will a Flagman or Inspection be required? _____

All construction will be done in accordance with specification of the Michigan Public Service Commission and all applicable codes and laws.

Michigan law requires you to respond within 30 calendar days of the receipt of this notification. In the event you do not respond within 45 days of the receipt of this letter, our crews will be instructed to begin work.

Please contact me on (313)237-8314 if you have any questions.

Sincerely,

Thomas Wilson
Real Estate Associate
Room 2310 WCB

cc: Rick Herrmann
Attachments

Certified Mail
Return Receipt Requested

RECORDED RIGHT OF WAY NO. 17524

Railroad Name <i>GRAND TRUNK WESTERN</i>					Department Order <i>C-13346</i>				
Row No. (Information on existing rights of way available from Record Center)			New or existing RX No.		Encroachment (Length in Feet)				
Location City/Township(s) <i>ALLEN PARK</i>		Town(s) <i>T-</i>	Range(s) <i>R-</i>	County(s) <i>WAYNE</i>		1/4 Section(s)		Section(s)	
Location Description of Encroachment <i>W. SIDE GTW R.O.W. 1100±' + 1400±' N.E. OF WICK RD.</i>									
Check appropriate box <input type="checkbox"/> Crosses tracks within the public road right-of-way <input type="checkbox"/> Crosses railroad land <input type="checkbox"/> Is longitudinally on or over railroad land, <input type="checkbox"/> Provides service to the railroad									

Facility Data (also detailed on attached drawing)

Nature of required tree rights

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

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

Conductors				Poles			Cross-Arms	Conductors				Poles			Cross-Arms
Span.	No./Size	Kind	Voltage	Loc.	Height	Class	Size	Span.	No./Size	Kind	Voltage	Loc.	Height	Class	Size

Explanation of Line Changes (continue on separate sheet if necessary)

*RECORDS ONLY — FOR ACCESS TO PERFORM ROUTINE MAINTENANCE ON EXISTING POLE LINE.
(REPLACE POLES # 11 + 12 PER ATTACHED SKETCH)*

RECORDED RIGHT OF WAY NO. 17524

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

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

Designed By <i>R. HERRMANN</i>		Date <i>4-22-94</i>		Checked By		Date	
Company Location <i>MAPLE S.C.</i>		Phone No. <i>897-0974</i>					

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

November 22, 1955

mc
11-22-55

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 installation and crossing on Detroit, Toledo and Ironton Railroad Company right of way from Southfield Road to Herrick Street in ~~Ecorse Township~~, *ALLEN PARK* Wayne County, Michigan. This installation consists of 30 poles together with three #0 bare ACSR wires and 25 pair telephone cable on LOM strand and anchor guys.

The agreement (D. T. & I. Lease No. 3197) dated November 11, 1955, calls for the sum of \$45.00 preparation fee and an annual rental of \$264.00 beginning September 1, 1955.

RECEIVED	RIGHTS OF WAY DEPT.
CANCELLED	
BOOK NO.	
<i>12-27-55</i>	
<i>L. G. Hedden</i>	
CHECKED BY	<i>K</i>

LGH/bmr
encl.

L. G. Hedden

L. G. Hedden
Supervisor of Rights of Way

RIGHT OF WAY FILE No. *17524*

GENERAL FILES	
RECEIVED	DEC 6 1955
CLASSIFICATION.	

REFERRED TO
<i>Reid</i>
<i>R. K.</i>
<i>M</i>
<i>AP</i>
<i>W.B.</i>

DET-1038
1066
1084
1086
1106

Real Estate and Rights of Way Department

November 22, 1955

MEMORANDUM TO:

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

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L. G. Hedden
Supervisor of Rights of Way

LGH/bmr
encl.

RIGHT OF WAY FILE NO. 17524

24KV

To be returned to Real Estate & Rights of Way Dept.

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

PIPE LINE, DRAIN AND WIRE LINE AGREEMENT

DT&I LEASE NO. 3197

THIS AGREEMENT, made this 11th day of NOVEMBER, 19 55, 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 2,000 SECOND AVENUE, DETROIT 26, MICHIGAN, hereinafter called "Licensee",

WITNESSETH, that the Railroad Company for and in consideration of the sum of FORTY-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 TWO HUNDRED SIXTY-FOUR AND NO/100 - - - - - Dollars (\$ 264.00 -) on the FIRST day of SEPTEMBER each YEAR, during the term of this agreement, commencing SEPTEMBER 1, 1955, 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 24-KV Circuit, and 1 - 25 pr. Communication Cable (longitudinal occupation), 30 power line poles and 10 guys and anchors ~~line~~ with necessary appurtenances and attachments, for the transmission ~~or transportation~~ of electrical energy and communication service, all of which is hereinafter referred to as the along "Facility", upon ~~and~~ across its land ~~and~~ and over its tracks and structures ~~in or near the~~ from Southfield Road to Herrick Avenue, in the Village of Allen Park, Ecorse Township, County of Wayne, in the State of Michigan, between ~~at~~ Valuation Survey Station 449 & 16 to 522 & 63 (M.P. D-8421 Poles to M.P. D-9436 Dearborn Branch Poles) at the point and in the location shown upon the print of revised plan of Licensee, dated 5-23-55, entitled "Portion of Sections 2 & 11, Ecorse Twp., Wayne Co., Mich., showing right-of-way required from the DT&I RR Co. to install 24 KV Tie 326 & trunk 314T to new Haskell Substation" attached hereto and made a part hereof, for the purpose of transmitting electrical energy and communication service, upon the following terms and conditions:

RIGHT OF WAY FILE No. 17524

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. 17524

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:

[Signature]
J. Schneider

WSE
DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

BY

[Signature]
CHIEF ENGINEER

Witnesses:

[Signature]
J. F. Zuber

THE DETROIT EDISON COMPANY

BY

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

RIGHT OF WAY FILE NO. 17524

AMP

#981

APPLICATION FOR RIGHT OF WAY

D E CO FORM MS 80

1955 JUN 16 AM 10 36

TO RIGHT OF WAY AGENT

Please secure right of way as follows:

Date June 15 REAL ESTATE AND RIGHTS-OF-WAY DEPT

Location (See also map attached herewith) Allen Park - Koorse Rd. and D.T. & I.R.R.

~~Please secure permission to set 32 poles, string 30 sections of 24 kv and 7 sections of 10M strand, also install anchors as shown.~~

Kind of lines to be built

For what purpose To install 24 kv tie 326 and Frunk 314 T between Allen Park Substation and new Haskell Substation, and provide for removal of telephone cable on Allen Rd. O.F.W. 92889 - project 548 1E P.D.R. 10444 - B.I. 901-460
Wanted by July 15, 1955

Signed C. Mason
Department Overhead Lines

REPORT OF RIGHT OF WAY AGENT

Permit No. _____ Secured as follows: Rights of Way secured as requested from the Detroit, Toledo and Ironton Railroad. Agreement in General Files.

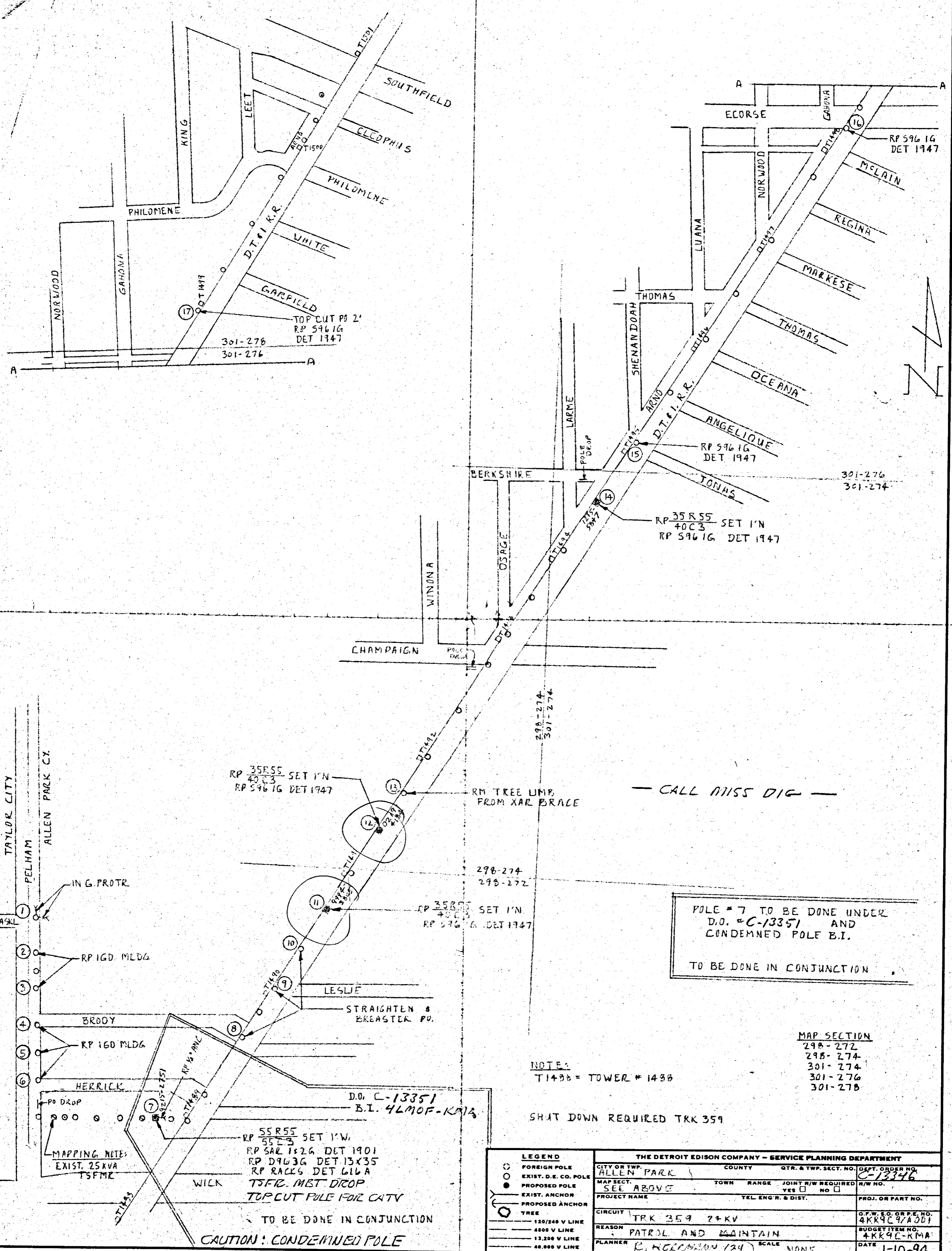
Remarks AGREEMENT - DATE - 11/11/55 - TERMS - \$45.00 PREP FEE - \$267.00 ANNUAL RENTAL

R/WAY NO. 17524

Date January 6, 1956
ear

Signed L. G. Hedden
L. G. Hedden
Supervisor of Rights of Way

RECORDED RIGHT OF WAY NO. 17524



— CALL MISS DIG —

POLE # 7 TO BE DONE UNDER
D.O. # C-13351 AND
CONDEMNED POLE B.I.
TO BE DONE IN CONJUNCTION

MAP SECTION
298-274
298-272
301-274
301-276
301-278

NOTE:
T1438 = TOWER # 1438

SHUT DOWN REQUIRED TRK 359

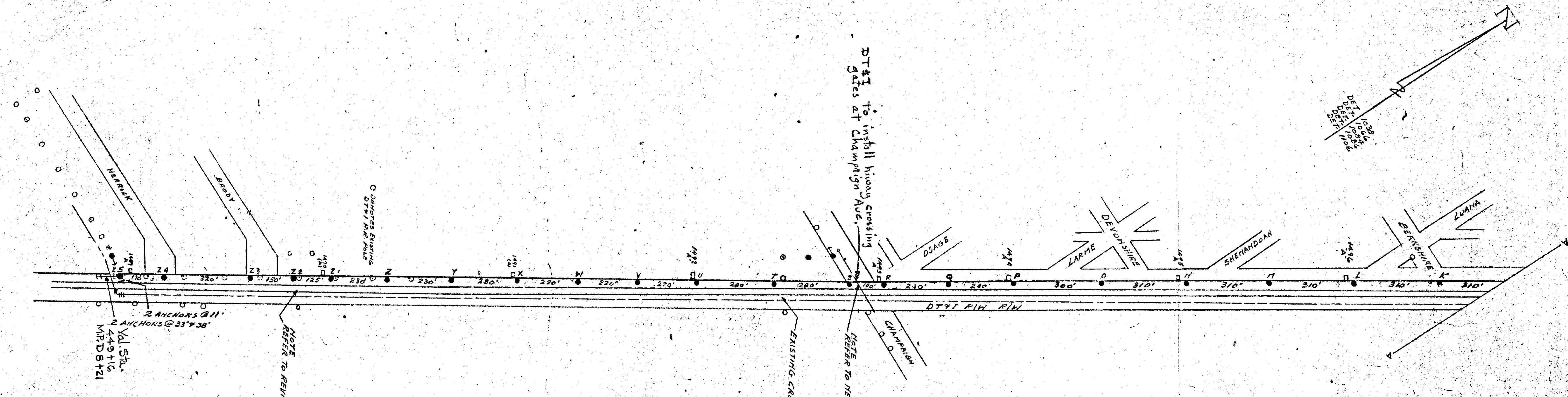
TO BE DONE IN CONJUNCTION
CAUTION: CONDEMNED POLE

MAPPING NOTE:
EXIST. 25 KVA
TSFMR

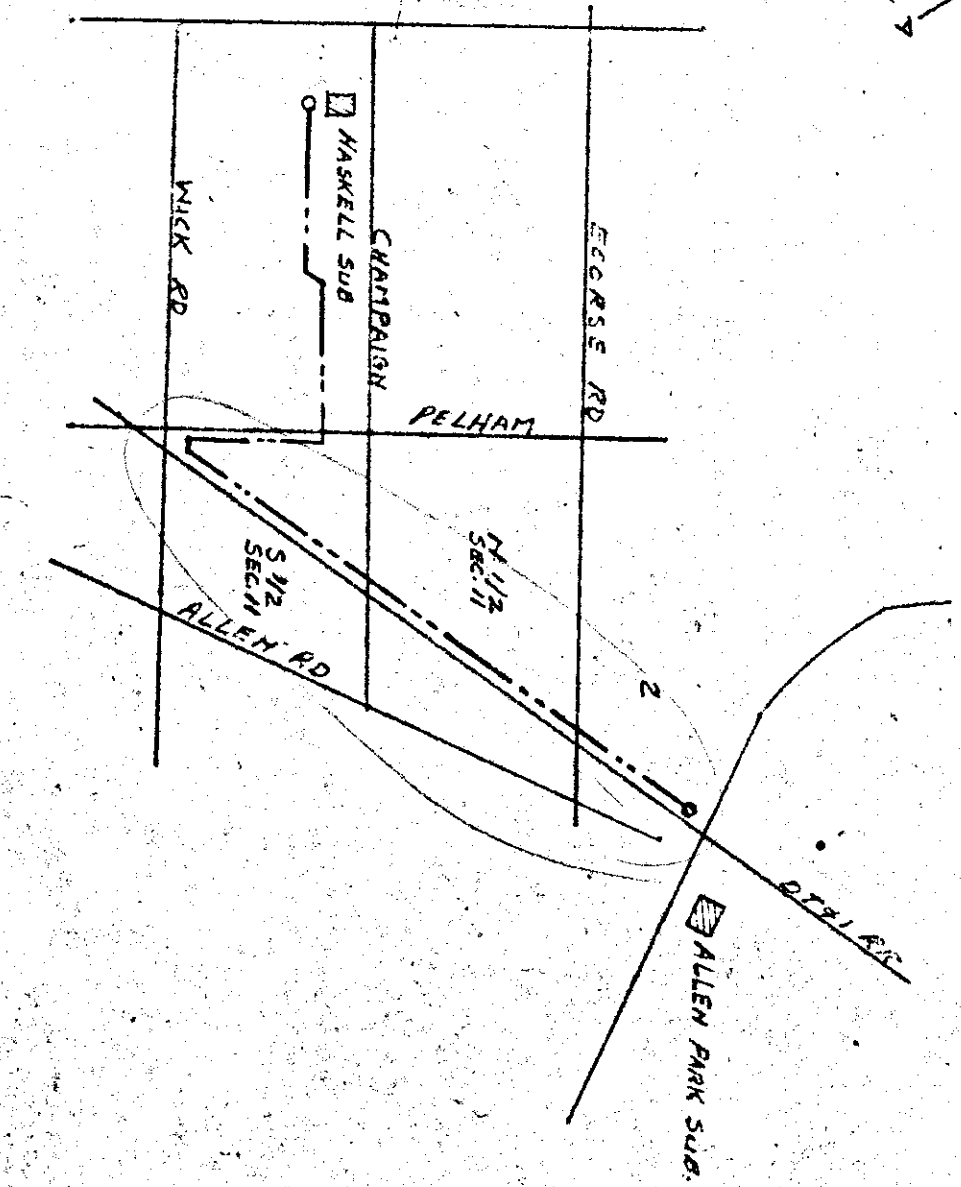
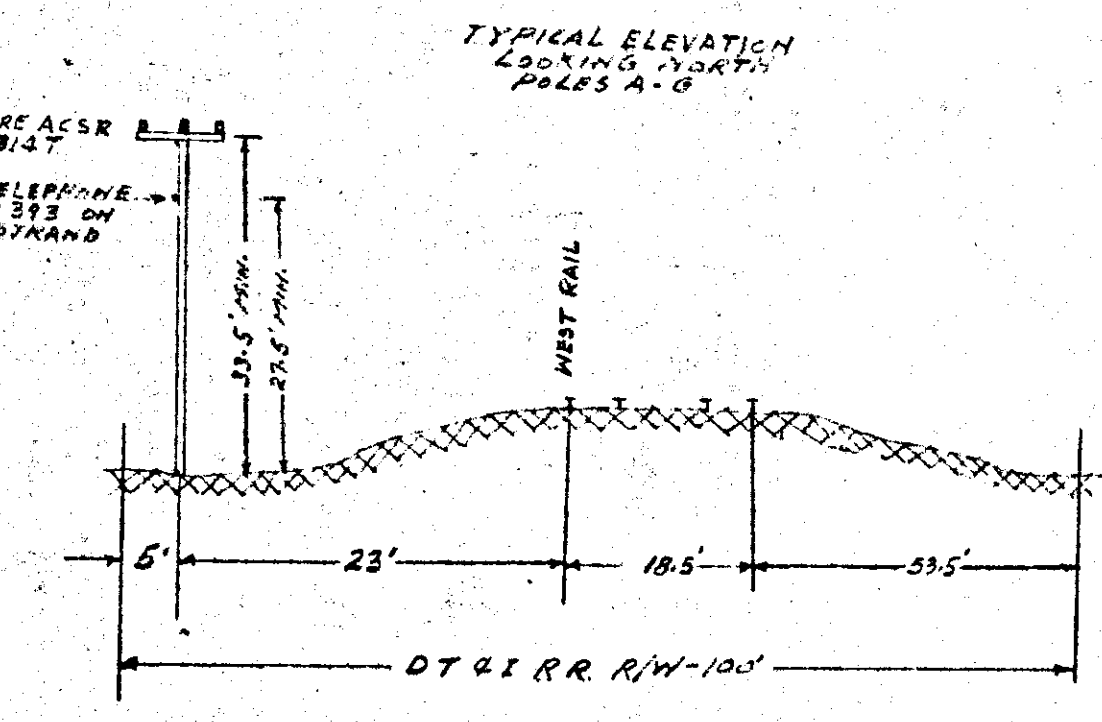
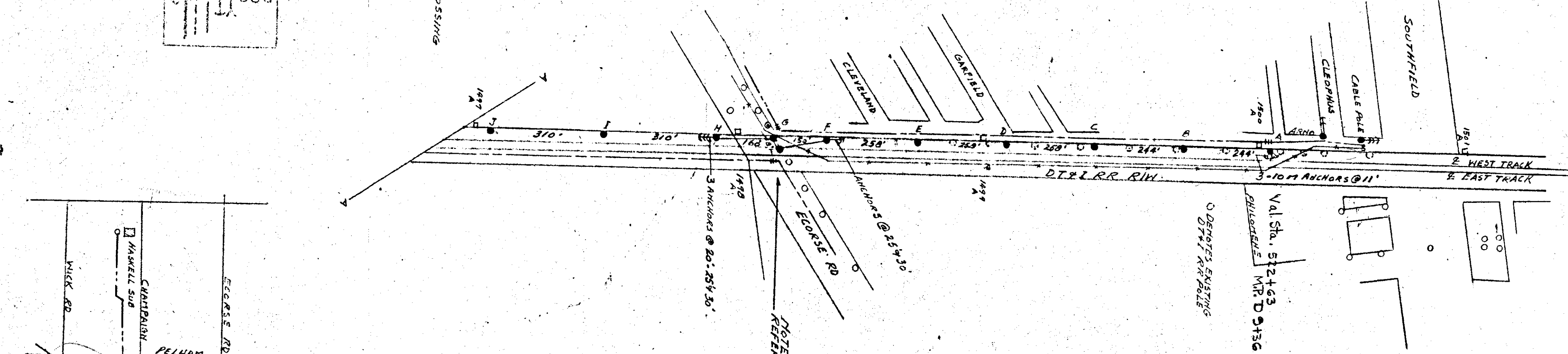
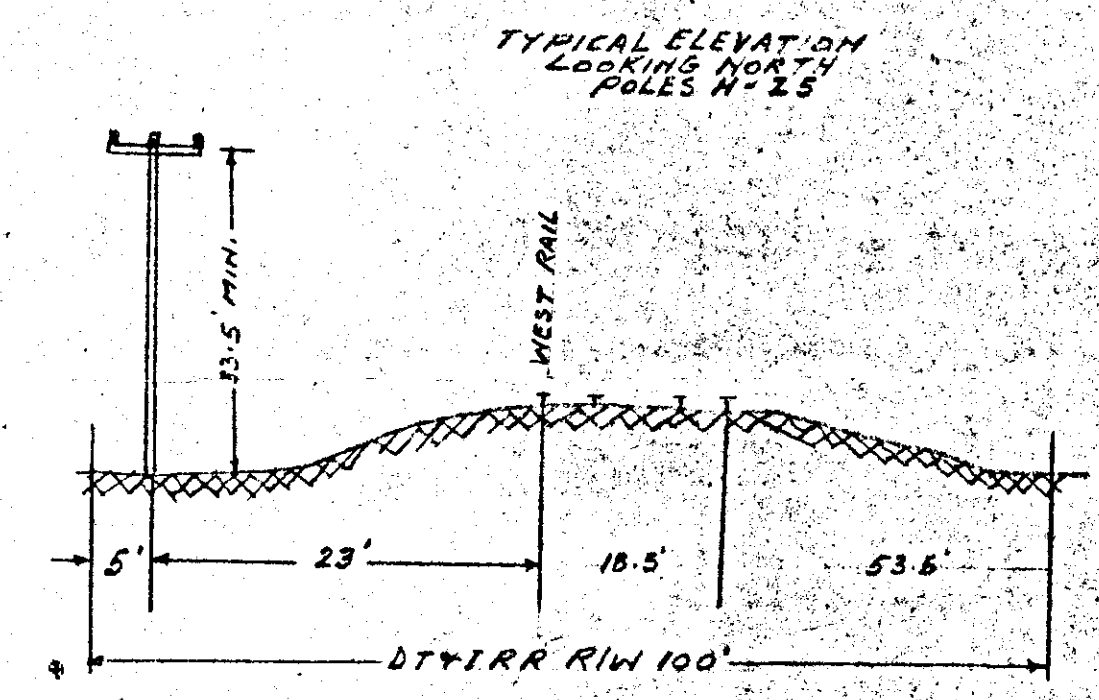
D.O. C-13351
B.I. 46MOP-KMA
RP 55R55 SET 1' N
RP 55E3
RP SAL 1526 DET 1901
RP D963G DET 13X35
RP RACKS DET 616A
TSFR. MBT DROP
TOP CUT POLE FOR CATV

THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT			
CITY OR TWP. ALLEN PARK	COUNTY	QTR. & TWP. SECT. NO.	DEPT. ORDER NO. C-13346
MAP SECT. SEE ABOVE	TOWN	RANGE	JOINT R/W REQUIRED YES <input type="checkbox"/> NO <input type="checkbox"/>
PROJECT NAME	TEL. ENGR. & DIST.		PROJ. OR PART NO.
CIRCUIT TRK 359 24KV	O.F.W. E.O. OR P.E. NO. 4KK9C9A001		BUDGET ITEM NO. 4KK9C-KMA
REASON PATROL AND MAINTAIN	PLANNER K. MCCORMACK (24)		SCALE NONE
DATE 1-10-94			

REVISIONS SHEET OF MAP NO. 17524



EXISTING GROUND	PROPOSED RAIL
PROPOSED TIE	PROPOSED TIE
PROPOSED ANCHOR	PROPOSED ANCHOR
PROPOSED LINE	PROPOSED LINE
PROPOSED LINE	PROPOSED LINE
PROPOSED LINE	PROPOSED LINE
PROPOSED LINE	PROPOSED LINE



(REVISED)

PORTION OF SECTION 5, 2741
EAST TWP, WYOMING COUNTY,
MICHIGAN, SHOWING RIGHTS OF
WAY REQUIRED FROM THE
DT&I R.R. CO. TO INSTALL
29 KV T.E. 32C & TRUNK 3147
TO NEW HASKELL SUBSTATION

THE DETROIT EDISON COMPANY
ENGINEERING DEPARTMENT
PLANNING DIVISION

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 7/21/2001

DETROIT, TOLEDO & ROMON MAINLAND COMPANY
SUPERINTENDENT
SIGNALS AND COMMUNICATIONS

RIGHT OF WAY FILE No. 17524