

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

April 2, 1973

TO RECORDS CENTER:

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

Norfolk and Western Railway Company

Railroad File No. SCE-1509

Facilities Covered:

Crossings Nos. 1 and 2

One 120,000-volt transmission circuit and One 230,000-volt transmission circuit with Two ground wires.

Specific Location:

Crossing No. 1: Private property 130 ft East of West End St., 150 ft North of Bacon St.

Crossing No. 2: Private property 510 ft East of West End St., 100 ft. North of Bacon St.

R. R. Valuation Station \_\_\_\_\_ Mile Post 3.65

City/Village Detroit Township \_\_\_\_\_

County Wayne Detroit Edison Plan No. RX-3169A

Agreement/~~Specimen~~ Date Oct. 4, 1972 R. R. Plan No. D-1053 9-13-72  
Document 93922 2-230KV crossings

Preparation Fee \$100.00 Annual Rental \$196.00 Commencing 10-4-72

Supersedes and Cancels Agreement dated December 15, 1955

Attached Agreement is to be made a part of R/W 17555

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

RECORDS CENTER  
APR 10 73  
HEB  
Encl.

GEN'L. ACCTG. DEPT.  
ENTERED - CANCELLED  
CONTRACT BOOK NO. \_\_\_\_\_  
DATE 5-8-73  
BY \_\_\_\_\_  
CHECKED BY Q. E. [Signature]

[Signature]  
W. C. Arnold, Director

RECORDED NUMBER OF WAY NO. 175554

# Norfolk and Western Railway Company

as of

THIS AGREEMENT made and entered into the 4th. day of October, 1972  
between NORFOLK AND WESTERN RAILWAY COMPANY ("Railway") and THE DETROIT EDISON  
COMPANY ("Licensee");

WHEREAS, Licensee desires to occupy the right of way of Railway with a 120/230 KV transmission  
line and Railway being willing to grant said privilege upon terms and conditions  
hereinafter set forth;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AND THIS AGREEMENT  
WITNESSETH:

That for and in consideration of the premises, payment of an initial fee of \$ 100.00 and also an  
annual fee of \$ 196.00 as follows:

payable on the 4th. day of October of each year, Railway doth hereby grant to Licensee  
the right and privilege of installing, maintaining, operating and removing a 120/230 KV transmission  
line over or on the right of way of Railway at Detroit, Michigan  
on its Ft. Wayne Division, the same to be located in accordance with Exhibit A  
attached hereto and made a part hereof.

Said right and privilege is granted subject also to the following specifications and conditions upon which  
the right and privilege shall be enjoyed by Licensee and the breach of any of which shall render this agreement  
and the right and privilege hereby granted null and void.

1. One steel transmission tower will be placed on the right of way of Railway.
2. The said facilities to be placed over or on the premises of Railway shall be such as its Chief Engineer shall approve, and shall be kept in good order by Licensee at its sole cost and as Railway's Chief Engineer may from time to time prescribe.
3. The minimum clearances of the 230 KV/ wires shall be no less than 37 feet above the top of the rail and 12 feet from Railway pole line wires and, except for the foregoing, construction shall meet all applicable Safety Rules of the latest edition of the National Electrical Safety Code for the Installation and Maintenance of Electric Supply and Communication Lines.
4. The said facilities shall be removed from said premises within sixty (60) days following notice by the Chief Engineer of Railway to Licensee that such removal is required; or in default of such removal within said sixty (60) day period said facilities shall become the property of Railway without any claim or consideration whatsoever therefor by Licensee, its heirs, successors or assigns, and may be removed from said premises by Railway without further notice.

RECORDED  
17555A

Rx 3169A

5. Railway shall not be responsible in any way for any damage including, without limitation, damage to said facilities or other apparatus or any part thereof by fire or any other casualty whatever, resulting directly or indirectly from Railway's operations near said facilities or other apparatus or otherwise.

6. If Railway, its successors or assigns, shall make any change on its right of way at or near said facilities of Licensee affecting the character, height or alignment of any of Railway's power lines, communication, signal or other wires or electrical apparatus, or shall place structures or additional wires or electrical apparatus upon its said right of way, or shall make on its said right of way any change in its track or structures or in the use thereof, which would be affected by the then existing facilities of Licensee or by the use thereof, Licensee shall promptly, at its own expense, make such changes in the location and character of its facilities as in the opinion of the Chief Engineer of Railway, its successors or assigns, shall be necessary on account of any such changes or additions.

7. Licensee hereby agrees to indemnify and save harmless Railway against any and all loss or damage, accidents or injuries, including death, to persons or property, whether of Railway or of any other persons or corporations, arising in any manner from the installation, maintenance, operation or removal or failure to properly install, maintain, operate or remove the above-described facilities, unless such loss, damage or injuries shall be caused solely by the negligence of Railway.

8. No fee adjustment refunds of \$12 or less will be made.

9. This agreement cancels and supersedes agreement Document No. W-8691, dated December 15, 1955.

WITNESS the respective signatures of the parties to this agreement:

Witness:

Nancy M. Akers

NORFOLK AND WESTERN RAILWAY COMPANY

By

Jadushany Jr.  
Chief Engineer

Witness:

Ivan W. Gamble

THE DETROIT EDISON COMPANY

By  
Title

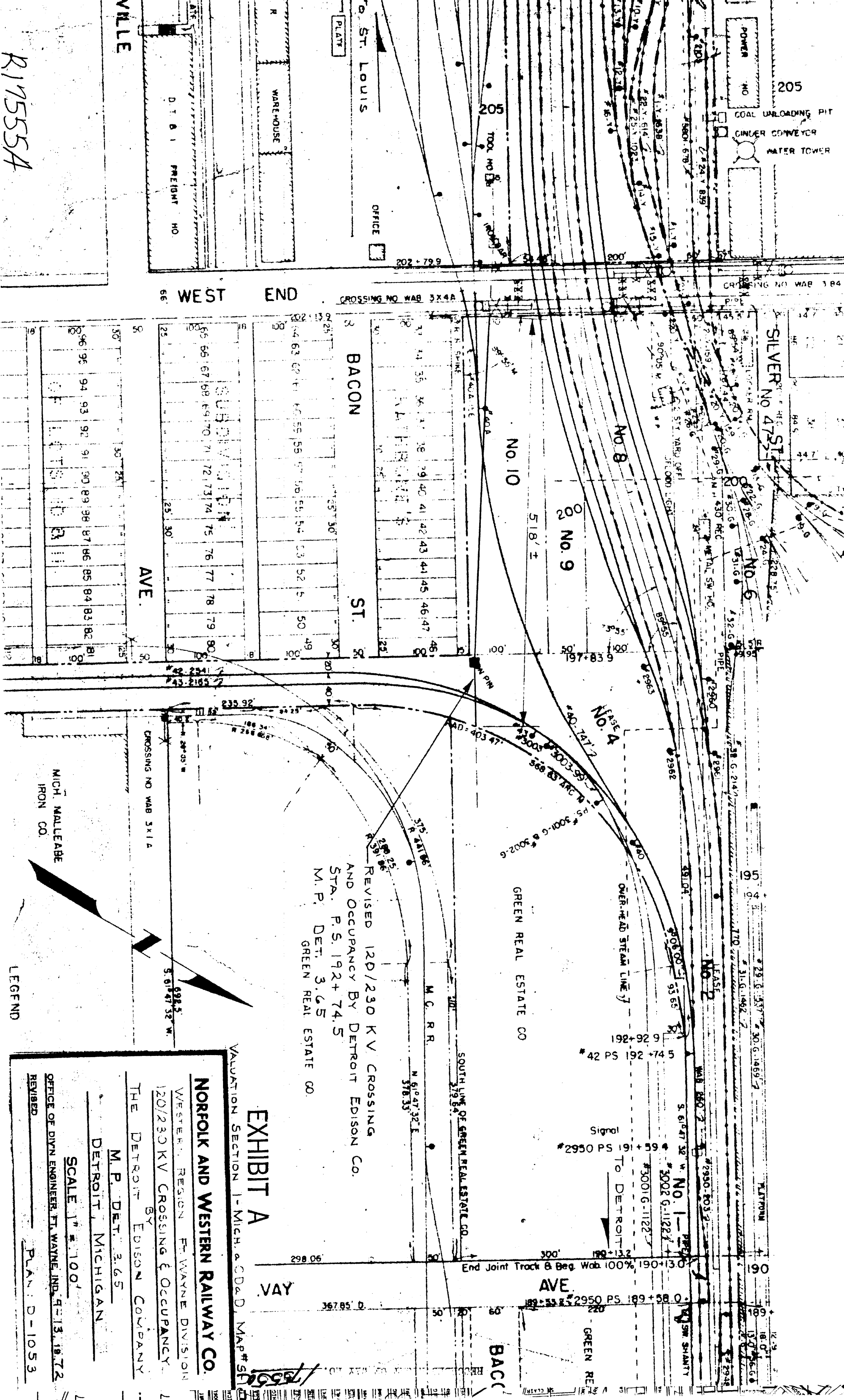
W. C. Arnold  
W. C. ARNOLD, DIRECTOR  
Real Estate and Rights of Way Dept.

IVAN W. GAMBLE  
APPROVED AS TO FORM  
LAW DEPARTMENT

Beagon

RECORDED RIGHT OF WAY NO. 175555A

R17555A



REVISED 120/230 KV CROSSING  
AND OCCUPANCY BY DETROIT EDISON CO.  
STA. P. S. 192+74.5  
M. P. DET. 3.65  
GREEN REAL ESTATE CO.

**EXHIBIT A**

VALUATION SECTION 1-MICH. & C.D. & D. MAP # 51  
**NORFOLK AND WESTERN RAILWAY CO.**

WESTERN REGION FT. WAYNE DIVISION  
120/230 KV CROSSING & OCCUPANCY  
BY  
THE DETROIT EDISON COMPANY  
M. P. DET. 3.65  
DETROIT, MICHIGAN

SCALE 1" = 100'  
OFFICE OF DIVN ENGINEER, FT. WAYNE, IND. 9-13-1972  
REVISED  
PLAN: D-1053

LEGEND

MICH. MALLEABLE  
IRON CO.

AVE.

BACON

ST.

SILVER NO 47 ST

NO. 10

NO. 9

NO. 8

NO. 6

NO. 4

GREEN REAL ESTATE CO

OVER-HEAD STEAM LINE

SOUTH LINE OF GREEN REAL ESTATE CO.

M. C. R. R.

AVE.

BACON

GREEN RE

205

POWER NO

COAL UNLOADING PIT  
CINDER CONVEYOR  
WATER TOWER

ST. LOUIS

OFFICE

WAREHOUSE

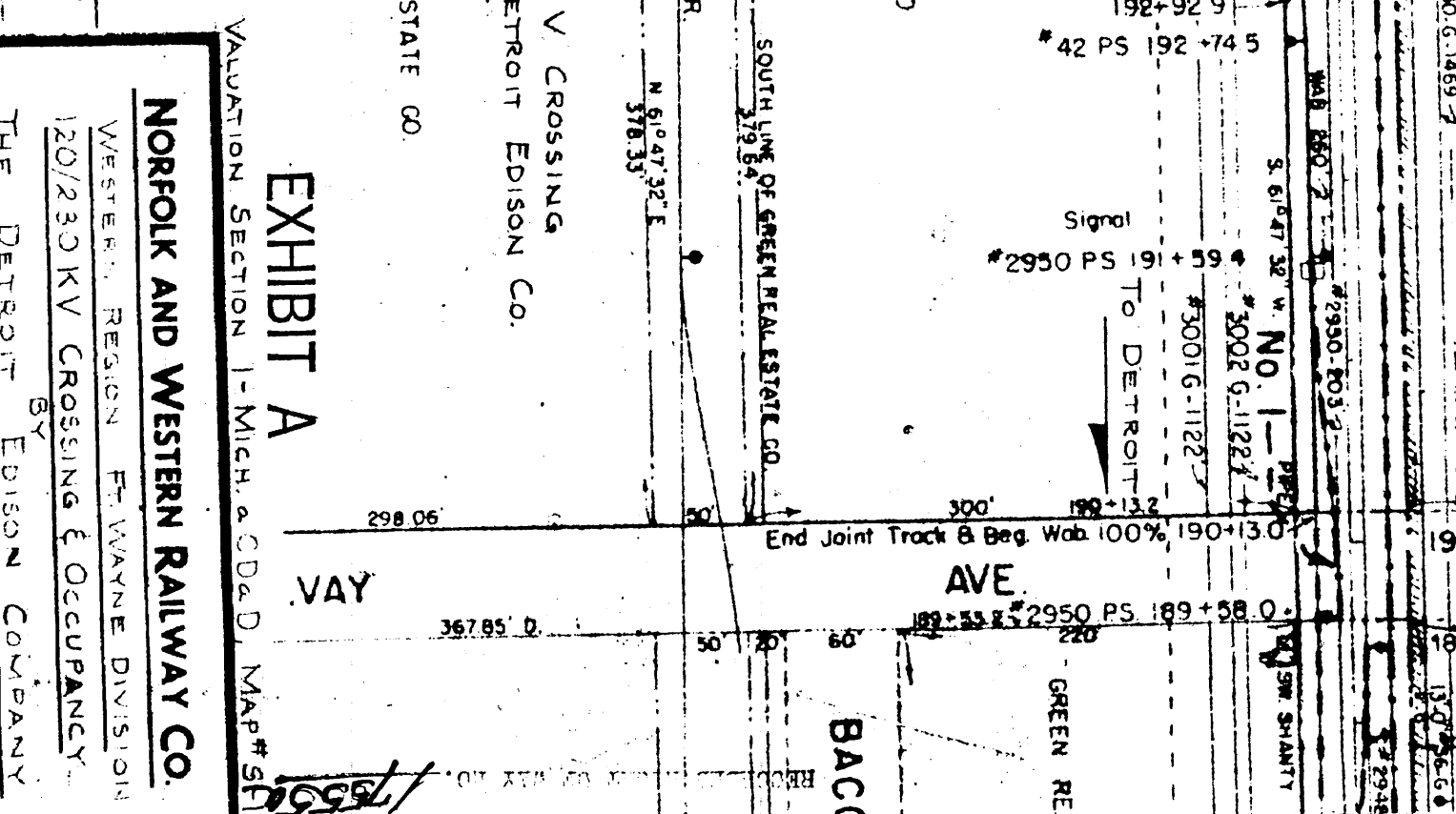
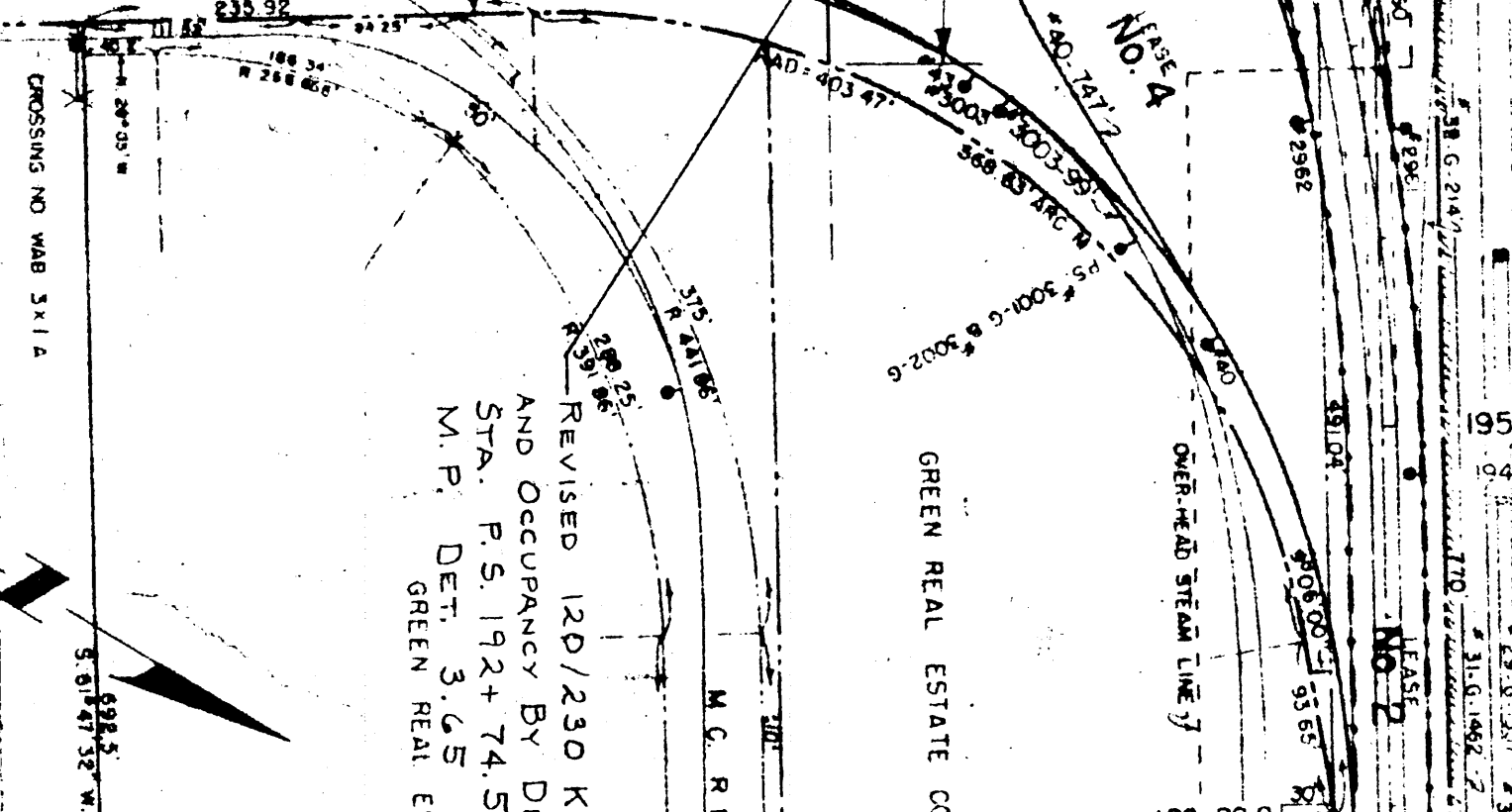
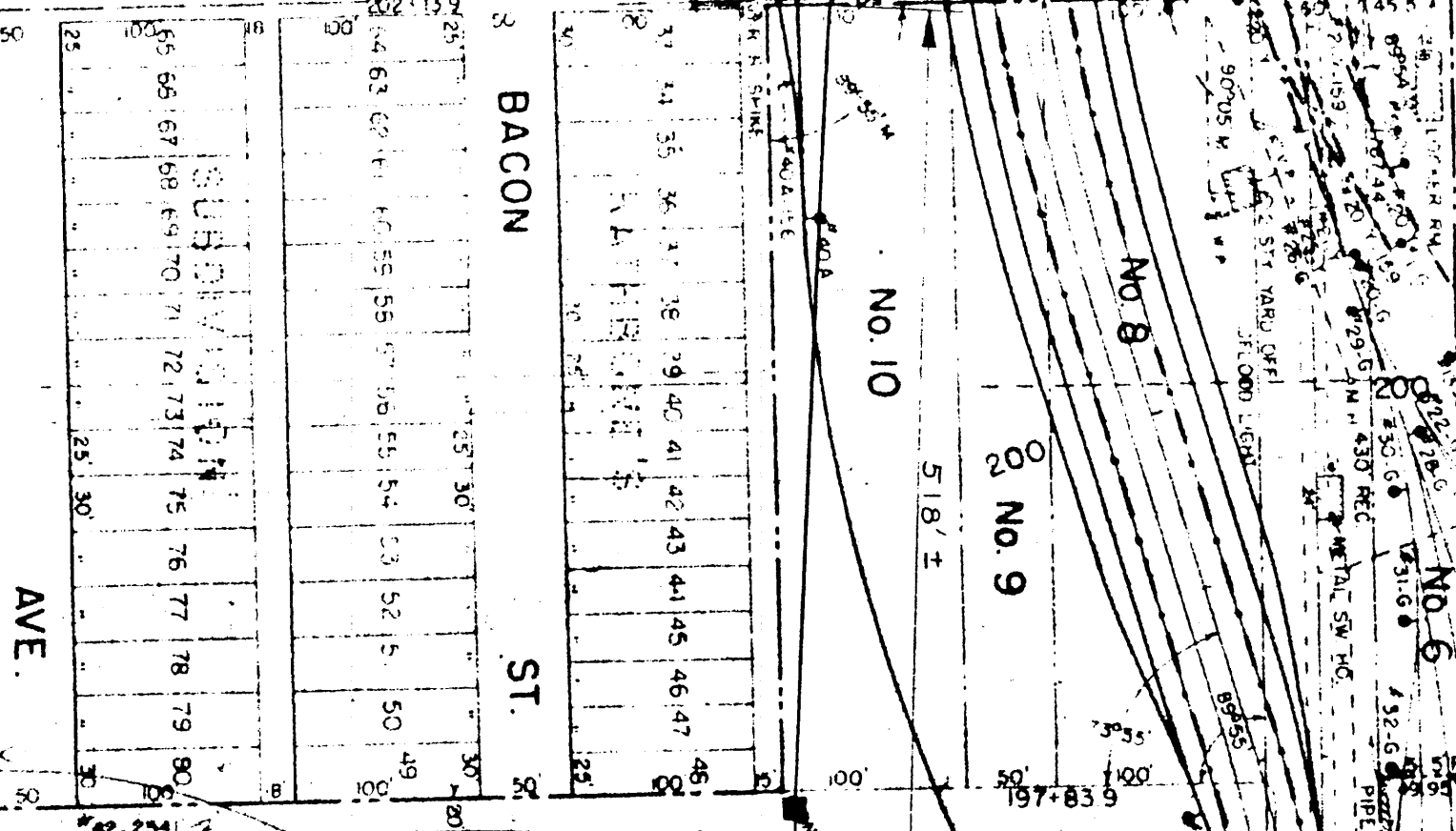
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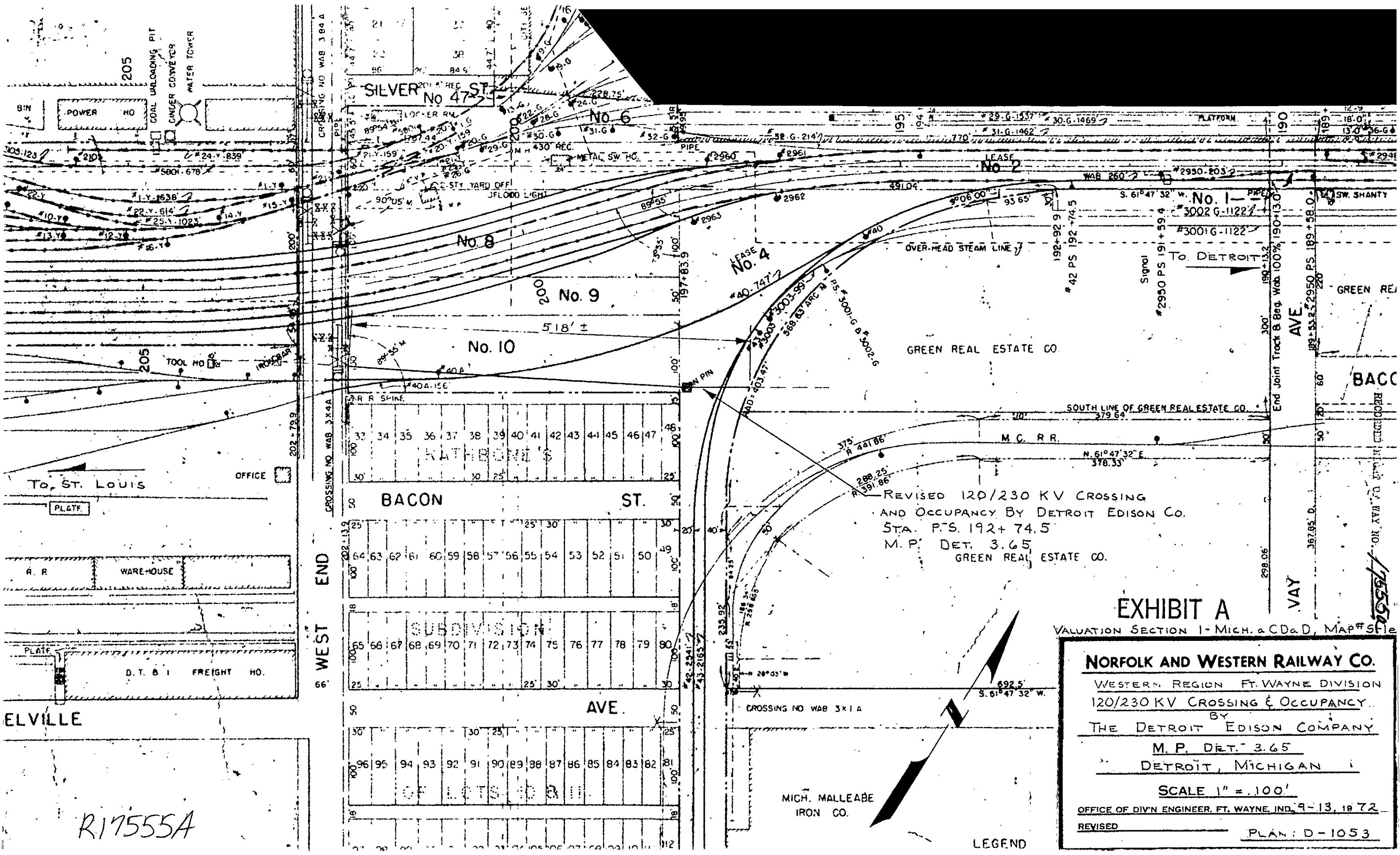
VILLE

WEST END

CROSSING NO WAB 3X4A

CROSSING NO WAB 3X4





SILVER ST  
No 47

33	34	35	36	37	38	39	40	41	42	43	44	45	46	47
30	25													
64	63	62	61	60	59	58	57	56	55	54	53	52	51	50
65	66	67	68	69	70	71	72	73	74	75	76	77	78	79
25														
96	95	94	93	92	91	90	89	88	87	86	85	84	83	82
97	98	99	100											
101	102	103	104	105	106	107	108	109	110	111	112			

REVISED 120/230 KV CROSSING  
AND OCCUPANCY BY DETROIT EDISON CO.  
STA. P.T.S. 192+74.5  
M.P. DET. 3.65  
GREEN REAL ESTATE CO.

**EXHIBIT A**

VALUATION SECTION I-MICH. & C.D. & D. MAP # 51e

**NORFOLK AND WESTERN RAILWAY CO.**

WESTERN REGION FT. WAYNE DIVISION  
120/230 KV CROSSING & OCCUPANCY

BY  
THE DETROIT EDISON COMPANY

M. P. DET. 3.65

DETROIT, MICHIGAN

SCALE 1" = 100'

OFFICE OF DIV'N ENGINEER, FT. WAYNE, IND. 9-13, 1972

REVISED

PLAN: D-1053

MICH. MALLEABE  
IRON CO.

LEGEND

R17555A

RECORDED IN BOOK OF MAP NO. 17555A

RECORDED RIGHT OF WAY 17555a