

THE PENNSYLVANIA



RAILROAD COMPANY

PURCHASES AND REAL ESTATE

December 22, 1965

261866

Real Estate Department  
Chicago Union Station  
Chicago, Illinois 60606

VARIOUS LOCATIONS - Leases with Detroit Edison Company.

Mr. I. W. Gamble  
Supervisor of Right of Way  
Properties and Right of Way Department  
Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Dear Mr. Gamble:

This will refer to your letter of November 11, 1965 in answer to ours of October 29, 1965 concerning consolidation of rental payments on all your accounts under one payment period.

You will note on the enclosed synopsis sheet that we have listed all the agreements your Company has with the Railroad and have prorated the annual rental payments to February 1, 1966. This date seems to be the most reasonable since a greater number of your accounts are paid at that time. A sum of \$808.56 has been given to your credit for agreements paid beyond that date, and \$2.42 has been charged for agreements not yet paid to February 1st. We have subtracted the amount due from the amount of credit, leaving a balance of \$806.14.

When this letter is signed and returned, it will become a part of each agreement, and the \$806.14 overpayment will at that time be given to your credit.

Please advise if the accounts listed agree with your records, and if this meets with your satisfaction, please sign the original of

RECORDED RIGHT OF WAY NO.

815766

ITEM 4

Mr. I. W. Gamble

-2-

December 22, 1965

261006

this letter, keeping the carbon copy for your files, and return it to us in the enclosed stamped envelope. Upon receipt we will progress the necessary arrangements with our Accounting Department.

Sincerely yours,

*E. E. Kinzel*  
E. E. Kinzel  
General Manager, Real Estate

FM  
enc.

RECEIVED AND ACCEPTED

By: *Ivan W. Gamble*  
IVAN W. GAMBLE

Date: JAN 4 1966

RECORDED RIGHT OF WAY NO

21526

ITEM 4

	ANNUAL RENEWAL	Wire King	AMOUNT RENEWED	Date Due	Agreement Date	Due To	Credit From
1. 3U-90161	Melvindale, Mich.		\$173.00	7-1	6-30-64		\$72.10
2. 98-00060	OK Detroit, Mich.		911.00	10-1	6-14-62		607.33
3. 98-00130	Detroit, Mich.		64.28	10-1	4-30-65		12.88
4. 98-00110	"		5.00	1-1	9-11-65		
5. 98-00150	OK Lincoln Pk., Mich.		5.00	8-1	9-28-65		2.50
6. 98-02050	Detroit, Mich.		5.00	11-1	1-14-66		3.75
7. 98-02070	OK Lincoln Pk., Mich.		5.00	10-15	2-24-66		3.57
8. 98-03950	Detroit, Mich.		10.00	5-1	8-18-68		2.50
9. 98-01130	OK " " " " " "		5.00	2-1	2-5-60		
10. 98-05880	" " " " " "		10.00	2-1	10-1-51		
11. 98-06130	" " " " " "		77.50	2-1	9-1-45		
12. 98-06160	" " " " " "		10.00	2-1	4-1-46		
13. 98-06180	OK " " " " " "		6.00	2-1	9-1-46		
14. 98-06190	OK " " " " " "		3.00	2-1	9-1-46		
15. 98-06220	" " " " " "		10.00	2-1	12-1-46		
16. 98-06230	OK " " " " " "		3.00	2-1	4-1-47		
17. 98-06260	" " " " " "		10.00	2-1	7-1-47		
18. 98-06250	Carleton, Mich. Not Paid 1988		11.50	2-1	7-29-49		
19. 98-06320	OK Detroit, Mich.		7.50	2-1	2-17-50		
20. 98-06340	Carleton, Mich. Not Paid		15.00	2-1	8-31-50		
21. 98-06950	OK Detroit, Mich. Not Paid 1988		119.50	2-1	8-6-52		
22. 98-07010	OK " " " " " "		13.00	2-1	2-12-53		
23. 98-07090	" " " " " "		18.50	2-1	3-2-53		
24. 98-07190	" " " " " "		12.00	2-1	7-15-53		
25. 98-07520	OK " " " " " "		3.00	3-1	6-1-54		0.25
26. 98-09100	OK Flat Rock, Mich.		10.00	8-1	8-15-56		5.00
27. 98-09380	OK Searborn, Mich.		21.00	2-1	5-6-57		
28. 98-09520	OK Detroit, Mich. Not Paid 1988		16.50	9-12	11-18-57		9.95
29. 98-09540	OK " " " " " "		24.00	1-1	3-3-58		
30. 98-09810	OK " " " " " "		15.00	6-15	8-18-59		
31. 98-09820	" " " " " "		20.00	7-6	8-19-59		5.63
32. 98-12610	" " " " " "		7.50	9-1	10-5-60		8.69
33. 98-12960	OK Allen Pk., Mich.		50.00	8-1	8-30-62		4.11
34. 98-13050	OK Detroit, Mich. Not Paid		30.00	2-1	12-31-62		25.00
35. 98-13210	OK " " " " " "		20.00	11-1	12-31-63		
36. 98-13270	OK " " " " " "		7,676.00	2-1	6-29-64		15.00

261806

Accounts given credit from date paid to - - - - - \$808.56  
 Accounts due to February 1, 1966 - - - - - 2.42  
 Credit on all accounts to February 1, 1966 - - - - - \$806.14  
 Amount due on all accounts February 1, 1966 - - - - - \$9,402.78

Amount to be billed February 1 1966 - - - - - \$8,596.64

\* To be included, however, to be handled separately by Supplemental Agreement prepared by Operating Dept. of P.R.R. Co.

\$2.42      \$808.56

# CONSOLIDATED RAIL CORPORATION

SIX PENN CENTER PLAZA  
PHILADELPHIA, PENNSYLVANIA 19104

Telephone: 215-594-1753

RECEIVED  
1-77  
R/E & R/W DEPT.  
TO JAH  
2-7-77  
15

Assistant Vice President -  
Contracts  
Room 601

February 2, 1977  
File: DE-6 RMM.v

Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Attention: Mr. R. R. Tewksbury

Gentlemen:

In processing our "live" files we have come across three that we would like to clarify:

- 1) Our file DE-6. Our last correspondence was September 30, 1971 stating that the occupation of our property in Ecorse Township, Melvindale, Michigan, partially covered by your drawing RX-2856-B would carry a minimum charge of \$2,000. As you know, our \$2,000 minimum does not now apply inasmuch as we are using Conrail's Schedule of fees and rentals, and would base our rental at \$900. per mile.
- 2) Our file DE-87. Your letyer of March 2, 1972, our reply of March 9, 1972, concerning crossing in the vicinity of Huron and Jarvis Streets in the City of Ypsilanti, Michigan. This particular occupation is partially on Amtrak property and partially on ours. We would like a determination of what you would like done about concluding an agreement for this occupation. We forwarded a waiver of hearing.
- 3) Our file DE-37. Our last correspondence was April 17, 1972 informing you the minimum annual rental of \$2,000 applied to your proposed occupation in Dearborn, Michigan. Our fees are now as stated in item #1, above.

RECORDED RIGHT OF WAY NO.

21566

under review  
2/10/77

Assistant Vice President -  
Contracts  
Room 601

Detroit Edison Company,  
Detroit, Michigan 48226

February 2, 1977  
File; DE-6 RMM/v

Page 2

- 4) Our file DE-220. Our letter of December 12, 1974 stated our stand on our rental fees. Please advise what you wish done about your proposed crossing in Allen Park, Michigan.

May we have your comments?

Very truly yours,

*R. W. Orr*  
R. W. Orr *for Jett*  
Assistant Vice President  
Contracts

RECORDED  
INDEXED  
2-16-77

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\*\*\*\*\*

Railroad Wire-Crossing Permit No. ED2-8-7402

The Detroit Edison Company (Applicant) has filed an application pursuant to Act 171, P.A. 1893, as amended, for permission to string wires across the tracks of the Penn Central (Railroad).

Applicant has conformed with the filing procedures of Commission Order No. 1868 and the Railroad has waived the right of notice and hearing provided for in Act 171.

THEREFORE, IT IS ORDERED that Applicant be permitted to string wires across the tracks of the Railroad as indicated on the attached plans and described as follows:

City of  
Allen Park

County of  
Wayne

State of  
Michigan

Crossing of two (2) 230 KV, to be operated at 120 KV, 60 Hz, 3 phase, 3 wire, transmission circuits, known as the Jupiter-Trenton Channel and the Jupiter-Navarre Line, on one double circuit steel tower line, with two (2) ground wires, located at a point approximately 130' northwest of the center line of I-75 Freeway and approximately 800' east of Goddard Road, P.C. 113, Ecorse Township, T3S, R11E  
6 - 1431 MCM 45/7 ACSR phase conductors  
2 - 7/16" steel ground wires

Per Drawing RX-3535C

At the point of crossing, the wires shall be installed in full accordance with Commission Order No. 2334.

MICHIGAN PUBLIC SERVICE COMMISSION

( S E A L )

William G. Rosenberg  
Chairman

DATED: September 25, 1974

Lenton G. Sculthorp  
Commissioner

Earl B. Klomparens  
Its Secretary

William R. Ralls  
Commissioner

RECORDED RIGHT OF WAY NO.

21516

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

I, Earl B. Klomprens, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of Railroad Wire Crossing Permit No. / ED2-8-7402

RECORDED  
RIGHT OF WAY NO. 21569

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-fifth  
day of September in the year of our Lord  
one thousand nine hundred seventy-four

*Earl B. Klomprens*  
Secretary

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

July 25, 1974

Michigan Public Service Commission  
Lansing, Michigan 48913

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Penn Central Transportation Company in the City of Allen Park, in the P.C. 113, Escroe Township, Wayne County, Michigan.

Two 230,000-volt transmission circuits with two ground wires located in private property 130 feet Northwest of center line of I-75 Freeway and approximately 800 feet East of Goddard Road.

**NOTE: Temporarily Operated at 120 KV.**

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.

R. R. File DE-220  
dated 7-16-74

- 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. **ED2-8-7120** dated 8-8-72
- This is a new crossing.

*/dem* Reference number of construction drawing is RX- **3535C**

Yours very truly,



Robert E. Tuckebury  
Project Administrator  
Real Estate and Rights of  
Way Department

Permit No. ED2-8-7402

Date 9-25-74

By MPSC

Notify R. J. O'Leary, Div. Eng. Est. Tel. 965-1574  
7 working days prior to start of work

*New permit must be secured for 230KV*

RECORDED PERMIT OF WAY NO.

*2156*



RECEIVED

JUL 23 1974



**PENN CENTRAL**

R/E & R/W DEPT:

CHIEF ENGINEER  
ROOM 600  
SIX PENN CENTER PLAZA  
PHILADELPHIA, PA. 19104

Date: **July 16, 1974**

File: **DE-220 WGC/d**  
Work Order **51661**

**The Detroit Edison Company**  
**2000 Second Avenue**  
**Detroit, Michigan 48226**

**Attn: W. C. Arnold**

Gentlemen:

Reference is made to your letter dated **1/7/74** attaching copies of your drawing **RX-3535C** indicating your proposed installation of **six (6) 230,000 volt aerial power wires and two (2) ground wires crossing our R.R. at V.S. 78C+00± located 1272' east of M.P. 131 and 1.46 mil. west of Lincoln Park, Michigan.**

We have no objections to the installation as mentioned above with the understanding that you will enter into our usual form of revocable agreement when presented, providing for a preparation fee of \$ **100.00** and an annual rental of \$ **150.00**

Should you desire to proceed with the installation prior to the execution of the agreement, we will have no objections provided that you will reimburse our Company for any expense it may incur account of said installation and that you shall, in no instance, be relieved from making such payments by any Third Party or Parties agreeing in any manner to assume or pay same, the work will be performed in a safe and satisfactory manner, your Company to assume all liability in connection with the work, and that you will notify **R. J. O'Leary, Divn. Engr., Detroit, Michigan, Telephone 313-965-1574**

at least **seven (7)** working days prior to starting work.

It is to be understood that this installation must be made in accordance with the approved plans and will conform with current Penn Central Transportation Company construction requirements.

Penn Central Transportation Company, **Lessee of Connecting Railway**, hereby waives hearing in regard to your Company making the above-mentioned construction provided the work is done in a safe and satisfactory manner and subject to the rules and regulations of the Michigan Public Service Commission.

To confirm your acceptance of these conditions, please have an authorized official of your **Company** indicate acceptance in the space provided on the duplicate of this letter and return it to this office. It is to be further understood that no work can be started until the signed copy of this letter is received in this office and the notification procedures as stated above have been accomplished.

**ACCEPTED**

By .....  
Title ..... Date .....

George P. Baker, Robert W. Blanchette and Richard C. Bond,  
Trustees of the Property of  
PENN CENTRAL TRANSPORTATION COMPANY,  
DEBTOR  
(Signed) **J. T. Sullivan**

**PENN CENTRAL TRANSPORTATION COMPANY**

**J. T. Sullivan**  
Chief Engineer

21566

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

January 7, 1974

Mr. J. T. Sullivan, Chief Engineer  
Penn Central Transportation Company  
Room 600, Attention Desk No. 3  
Six Penn Center Plaza  
Philadelphia, Pennsylvania 19104

*Waiver based on 230KV SK*

Proposed Overhead Wire Crossing:

*230,000*

Two 120,000-volt transmission circuits with two ground wires.

NOTE: 230 KV Construction Operated at 120 KV. *(Temporary)*

Specific Location

In private property 130 feet Northwest of center line of I-75 Freeway  
and approximately 800 feet East of Goddard Road.

R. R. Valuation Station 788+00 ± R. R. Mile Post 131 + 990

*1272 ft E of MP 131*

City ~~XXXXXX~~ Allen Park Township Keosau, P.C. 113

County Wayne Detroit Edison Plan Attached EX-3533C

This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date 8-30-62 (R. R. Plan) Used DE Plan  
Supplement dated 7-27-72

File No. DE-85

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.

*W. C. Arnold*  
W. C. Arnold, Director  
Real Estate and Rights of Way Department

HB:dnd

RECEIVED BY THE DEPT. OF PUBLIC UTILITIES 1/15/74 21560

DATA SHEET TO ACCOMPANY DRAWING RX-3535C  
Revision of Crossing RX-3535B(Rev)  
Covered by MPSC Permit ED2-8-7120 (8-8-72)

*PK and  
mPSC* →

(230 KV Construction Operated at 120 KV)

RECEIVED

JAN 2 1974

*JAB*  
R/E & R/W DEPT.

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Jupiter-Trenton Channel and the Jupiter-Navarre 120 KV transmission lines over the Penn Central Railroad at approximately 130 feet northwest of center line of I-75 Freeway and approximately 800 feet east of Goddard Road; City of Allen Park, P.C. 113, Ecorse Township, T3S, R11E, Wayne County.

Circuits

→ Two 120,000 volt, 60 cycle, 3 wire, 3 phase transmission circuits with two ground wires.

Towers and Crossarms

See attached drawings T-11866 (TD) and B-7 (AC/T).

Conductors

Six 1431 Mcm 45/7 ACSR, three per circuit, with two 7/16" steel ground wires.

Insulators

230 KV suspension assembly: twelve O.B. #32440 or equivalent.  
230 KV deadend assembly: thirteen O.B. #47410 or equivalent.

Guy and Guy Attachments

None.

Suspension and Deadend Details

See attached drawing ED1-7008.

PERFORMED BY: *21566*

System Engineering Department  
CVP/mak 12 /26/73

*m P 1317990*

*Original Agreement dated 8-30-62*

*Supplement dated 7-27-72*

*File DE-85*

*Used S. E. Plan*

*R/W 21566*

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

August 15, 1972

TO RECORDS CENTER:

Attached is fully executed copy of ~~agreement~~ <sup>Supplemental</sup> ~~permit~~ from:

Penn Central Transportation Company Railroad File No. DE-85

Facilities Covered:

One 3/8" shield wire, Three No. 3/0 ACSR 24,000-volt wires. (Span A-D)

Specific Location:

In private property 550 feet North of the center line of Goddard Road and 1300 feet East of Becker Road.

R. R. Valuation Station \_\_\_\_\_ Mile Post 131 + 990

City/~~Village~~ Allen Park Township Ecorse, P.C. 113

County Wayne Detroit Edison Plan No. RX-3535B(Rev)

**Supplemental**  
Agreement/~~Agree~~ Date July 27, 1972, R. R. Plan No. RX-3535B-Used DECo. Plan  
Orig. Agree dated Aug. 30, 1962

Preparation Fee \$50.00 Annual Rental Remains the same at \$50.00

Supersedes and Cancels Agreement dated \_\_\_\_\_

**Supplemental**  
Attached Agreement is to be made a part of R/W 21566

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

DE FORM PD 189 7-72 CS

RECORDS CENTER  
RECEIVED SEP 1 '72  
TYPE IN NAME  
CLASSIFIED  
HB: smk

1-24-3  
98

*I. W. Gamble*  
I. W. Gamble, Assistant to Director  
Real Estate and Rights of Way Department

RECORDED RIGHT OF WAY NO. 21566

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\* \* \* \* \*

Railroad Wire-Crossing Permit No. ED2-8-7120

The Detroit Edison Company (Applicant) has filed an application pursuant to Act 171, P.A. 1893, as amended, for permission to string wires across the tracks of the Penn Central (Railroad).

Applicant has conformed with the filing procedures of Commission Order No. 1868 and the Railroad has waived the right of notice and hearing provided for in Act 171.

THEREFORE, IT IS ORDERED that Applicant be permitted to string wires across the tracks of the Railroad as indicated on the attached plans and described as follows:

City of  
Allen Park

County of  
Wayne

State of  
Michigan

Span A-D  
Crossing of one (1) 24 KV, 60 Hz, 3 phase, 3 wire, subtransmission circuit, with one (1) shield wire, located in private property 550' north of the center line of Goddard Road and 1300' east of Becker Road at Railroad Mile Post 131+990, P.C. 113, Ecorse Township, T38, R1E  
3 - #3/0 ACSR phase conductors  
1 - 3/8" Beth "C" steel shield wire

Per Drawing EK-3535B (Rev.)

At the point of crossing, the wires shall be installed in full accordance with Commission Order No. 2334.

MICHIGAN PUBLIC SERVICE COMMISSION

( S E A L )

DATED: August 8, 1972

Earl B. Klemprens

Its Secretary

Willis F. Ward  
Chairman

Lenton G. Sculthorp  
Commissioner

William R. Ralls  
Commissioner

RECORDED  
INDEXED  
21566

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

August 2, 1972

Railroad File No. DE-85

Mr. C. E. Defendorf, Chief Engineer  
Penn Central Transportation Company  
Room 600, Attention Desk No. 3  
Six Penn Center Plaza  
Philadelphia, Pennsylvania 19104

Dear Mr. Defendorf:

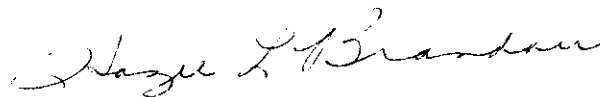
We are returning <sup>supplemental</sup> ~~agreement~~, in duplicate, covering our facilities over your tracks and/or right of way as shown on our Plan RX-3535B (Rev) (Span A-D) and located as follows:

In private property 550 feet North of the center line of Goddard Road and 1300 feet East of Becker Road. Mile Post 131 + 990

City/Village Allen Park Township, Ecorse, P.C. 113  
County Wayne <sup>supplemental</sup> ~~The agreement~~ has been signed for our Company.

Will you please return one fully executed copy of this <sup>supplemental</sup> ~~agreement~~ ~~to~~ us for our records.

Yours very truly,



*H* I. W. Gamble  
Assistant to Director  
Real Estate and Rights of Way Dept.

HB:dmk

09516

7/12/72

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226  
July 31, 1972

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 **Farm Central Railroad in the City of Allen Park, P.C. 113, Keosau Township, T3S, R11E, Wayne County.**

Span A-D

One 3/4" shield wire, three #3/0 ACSR 24,000 volt wires over the tracks of the Farm Central Railroad located in Private Property 350' N. of the centerline of Goddard Road, and 1300' E. of Basher Road.

R.R. Mile Post 131 + 990

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.

RECORDED  
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FO  
21566

- Enclosed is a waiver of hearing granted by the Railroad Company. **dated July 27, 1972 R.R. File No. 88-85**
- 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. **ED2-4-5330** dated **5/21/64**.
- This is a new crossing.

Reference number of construction drawing is RX- **3535B (Rev.)**

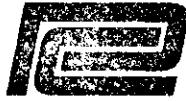
Yours very truly,

*Hazel K. Brandon*

**I. W. Gumble**  
Assistant to Director  
Real Estate and Rights of Way Dept.

Permit No. **ED2-4-7120**  
Date **August 8, 1972**  
By **MSFC**

Check in circle indicates statement applicable.  
Notify **R. J. Pycen, Division Engineer, (Tel. 965-1574)** at least three (3) working days prior to the start of work.



**PENN CENTRAL TRANSPORTATION COMPANY**

GEORGE P. BAKER, RICHARD C. BOND, JERVIS LANGDON, JR., WILLARD WIRTZ, TRUSTEES

I. W. GAMBLE

*fs.*  
JUL 31 1972

*JH*  
R/E & R/W DEPT:

CHIEF ENGINEER  
ROOM 600  
SIX PENN CENTER PLAZA  
PHILADELPHIA, PA. 19104

July 27, 1972  
File: DE-85

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Attention: I. W. Gamble, Supvr. R/W  
Real Estate and R/W Dept.

Gentlemen:

Reference is made to an agreement dated August 30, 1962, Registry Number 168857, wherein your company was granted permission to construct, operate and maintain an aerial crossing of three (3) 24,000 volt power wires over and across the roadway and tracks of the Railroad at Mile Post 131 + 990 feet, near the station of Allen Park, Wayne County, Michigan.

It is our understanding you now wish to reconductor this crossing with three (3) 24,000 volt power wires and one (1) shield wire as shown on drawing Number RX 3535B (Rev.), dated 7-10-72, which is hereto attached and hereby made a part of this supplemental agreement.

Formal consent of our company is hereby given to the above mentioned reconstruction with the understanding that all the terms and conditions of the aforementioned agreement of August 30, 1962 will apply with full force and effect, except that the word "current" will be inserted in lieu of "fifteen (15%)" in Paragraph Twelfth. Your company shall pay the sum of \$50.00 for expenses incurred in the preparation of this supplemental agreement upon receipt of bill for same. It is further understood you will notify Mr. R. J. Pyson, Division Engineer, Detroit, Mich. (Tel. 965-1574) at least three (3) working days prior to the start of work.

The Penn Central Transportation Company, lessee of the Connecting Railway Company, hereby waives hearing in regard to your company making the above mentioned construction provided the work is done in a safe and satisfactory manner and subject to the rules and regulations of the Michigan Public Service Commission.

This letter will cancel and supersede letter dated June 15, 1972.

RECORDED RIGHT OF WAY NO. 21566

*R/W 21566*



To confirm your acceptance of these conditions please have these letters signed by an authorized official of your company and return same to this office. A fully executed copy will be forwarded in due course for your records.

George P. Baker, Richard C. Bond,  
Jervis Langdon, Jr. and Willard Wirtz,  
Trustees of the Property of PENN CENTRAL  
TRANSPORTATION COMPANY, DEBTOR

WITNESS:

J. F. Duncan

C. E. Defendorf  
C. E. Defendorf  
Chief Engineer

ATTEST:

THE DETROIT EDISON COMPANY

Ivan W. Gamble  
IVAN W. GAMBLE

By: W. C. Arnold  
Its Director  
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 21566

SECRETARY'S  
REGISTRY NO.

168 857

PENN CENTRAL 35  
RECEIVED 35C

JUL 8 1972

CONTRACT BUREAU  
OFFICE OF THE SECRETARY



**PENN CENTRAL**

PENN CENTRAL TRANSPORTATION COMPANY  
ROOM 601 6 PENN CENTER PLAZA  
PHILADELPHIA, PENNSYLVANIA 19104

CHIEF ENGINEER  
ROOM 600  
SIX PENN CENTER PLAZA  
PHILADELPHIA, PA. 19104

DATE: June 28, 1972  
FILE: DE-85

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

ATTENTION: I. W. Gamble  
GENTLEMEN:

ATTACHED, FOR YOUR RECORDS, IS FULLY EXECUTED COPY OF AN ~~AGREEMENT~~ <sup>supplemental</sup> BETWEEN  
YOUR AND OUR COMPANY DATED 6-15-72, COVERING three (3) 120,000  
Company volt power wires and one (1) neutral wire over and across roadway and tracks of  
Railroad at M.P. 131+990 feet, near station of Allen Park, Wayne County, Michigan.  
VERY TRULY YOURS,

C. E. DEFENDORF  
CHIEF ENGINEER

ENCL.

BCC: W. H. Couch (2)

ATTACHED, FOR FILING, IS FULLY EXECUTED ORIGINAL OF THE ABOVE MENTIONED  
AGREEMENT, TOGETHER WITH ADDITIONAL COPIES OF THE LOCATION PLAN. Returned, here-  
with loaned copy of Agreement Reg.No. 168857.

C. E. D.

BCC: S. M. CEBULKO  
RED-128 ATTACHED.

C. E. D.

S. D. Hastings

BCC: ~~XXXXXXXXXX~~  
M. COOPER

COPY OF RED-128 ATTACHED. PLEASE RENDER BILL IN AMOUNT OF \$ 100.00 FOR  
PREPARATION FEE NOT COLLECTED; CREDITING C. E. DEFENDORF, CHIEF ENGINEER,  
MANAGEMENT CENTER 50010, PURPOSE ACCT 952, LEDGER ACCOUNT 201.

C. E. D.

BCC: W. T. HAMMOND  
Prep. Fee \$100.00  
Annual Rental \$100.00

RECORDED FROM BY VTY NO. 21566



**PENN CENTRAL TRANSPORTATION COMPANY**

GEORGE P. BAKER, RICHARD C. BOND, JÉRVIS LANGDON, JR., WILLARD WIRTZ, TRUSTEES

I. W. GAMBLE

JUN 19 1972

R/E & R/W DEPT:

CHIEF ENGINEER  
ROOM 600  
SIX PENN CENTER PLAZA  
PHILADELPHIA, PA. 19104

June 15, 1972  
File: DE-85

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Attention: I. W. Gamble, Supvr. R/W  
Real Estate and R/W Dept.

Gentlemen:

Reference is made to an agreement dated August 30, 1962, Registry Number 168857, wherein your company was granted permission to construct, operate and maintain an aerial crossing of three (3) 24,000 volt power wires over and across the roadway and tracks of the Railroad at Mile Post 131 + 990 feet, near the station of Allen Park, Wayne County, Michigan.

It is our understanding you now desire to reconstruct this crossing with three (3) 120,000 volt power wires and one (1) neutral wire as shown on Drawing Number RX 3535B, dated 5-4-71, which is hereto attached and hereby made a part of this supplemental agreement.

Formal consent of our company is hereby given to the above mentioned reconstruction with the understanding that all the terms and conditions of the aforementioned agreement of August 30, 1962 will apply with full force and effect, except that the word "current" will be inserted in lieu of "fifteen (15%)" in Paragraph Twelfth, and the annual rental effective June 1, 1972 shall be increased to \$100.00. Your company shall, in addition to this increase in rental, pay the sum of \$100.00 for expenses incurred in the preparation of this supplemental agreement upon receipt of bill for same. It is further understood you will notify Mr. R. S. Pyson, Division Engineer, Detroit, Mich. (Tel. 965-1574) at least three (3) working days prior to the start of work.

The Penn Central Transportation Company, lessee of The Connecting Railway Company, hereby waives hearing in regard to your company making the above mentioned construction provided the work is done in a safe and satisfactory manner and subject to the rules and regulations of the Michigan Public Service Commission.

RECORDED RIGHT OF WAY NO. 21566

To confirm your acceptance of these conditions please have these letters signed by an authorized official of your company and return same to this office. A fully executed copy will be forwarded in due course for your records.

George P. Baker, Richard C. Bond,  
Jervis Langdon, Jr. and Willard Wirtz,  
Trustees of the Property of PENN CENTRAL  
TRANSPORTATION COMPANY, DEBTOR

WITNESS:

W. P. Wilson

C. E. Defendorf  
C. E. Defendorf  
Chief Engineer

ATTEST:

THE DETROIT EDISON COMPANY

Ivan W. Gamble  
IVAN W. GAMBLE

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

RECORDED RIGHTS OF WAY NO. 21566

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

May 14, 1971

Mr. C. E. Defendorf, Chief Engineer  
Penn Central Transportation Company  
Room 600, Attention Desk No. 3  
Six Penn Center Plaza  
Philadelphia, Pennsylvania 19104

Proposed Overhead Wire Crossing:

One 120,000-volt transmission circuit with one ground wire.

*For full  
proposals  
This was  
Temporary and  
planned back to  
24 KV overhead  
route to R.E. & S.P.  
Applicant  
D.W.S.E. and  
submitted  
4-10-71  
C.E.K.*

Specific Location

In private property approximately 800 feet North of Goddard Road and 130 feet West of Interstate 75.

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post 131 + 990 feet

City/Village ~~XXXX~~ Allen Park Township Esorse, P.C. 113

County Wayne Detroit Edison Plan Attached EX-35358

This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date 8-30-62 (R. R. Plan) Used DECo. Plan

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 JWB*  
I. W. Gamble, Supervisor of Rights of Way  
Real Estate and Rights of Way Department

RECORDED FILED IN THE DEPT. OF PUBLIC UTILITIES  
97518

DATA SHEET TO ACCOMPANY DRAWING RX-3535BRevision of Crossing RX-3535ACovered Under Permit ED2-8-5330 Dated 5-21-64Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Trenton Channel-Woodhaven-Jupiter 120 kV line over the Penn Central Railroad located approximately 800 ft north of Goddard Road and 130 ft west of Interstate 75. City of Allen Park, Wayne County, Ecorse Township, Michigan.

Circuits

One - 120 kV, 60 HZ, 3-phase, 3-wire transmission circuit with one ground wire.

Towers and Crossarms

Drawing No. T-11866.

Poles

One - 90 foot Class 2 pole.

Conductors

3 - 3/0 ACSR with one ground wire of 3/8" steel.

Insulators

9 - 5½" x 10" O.B. 47410 in deadend or equivalent.

Guy and Guy Attachments

3/8" Beth. "C" steel guy.

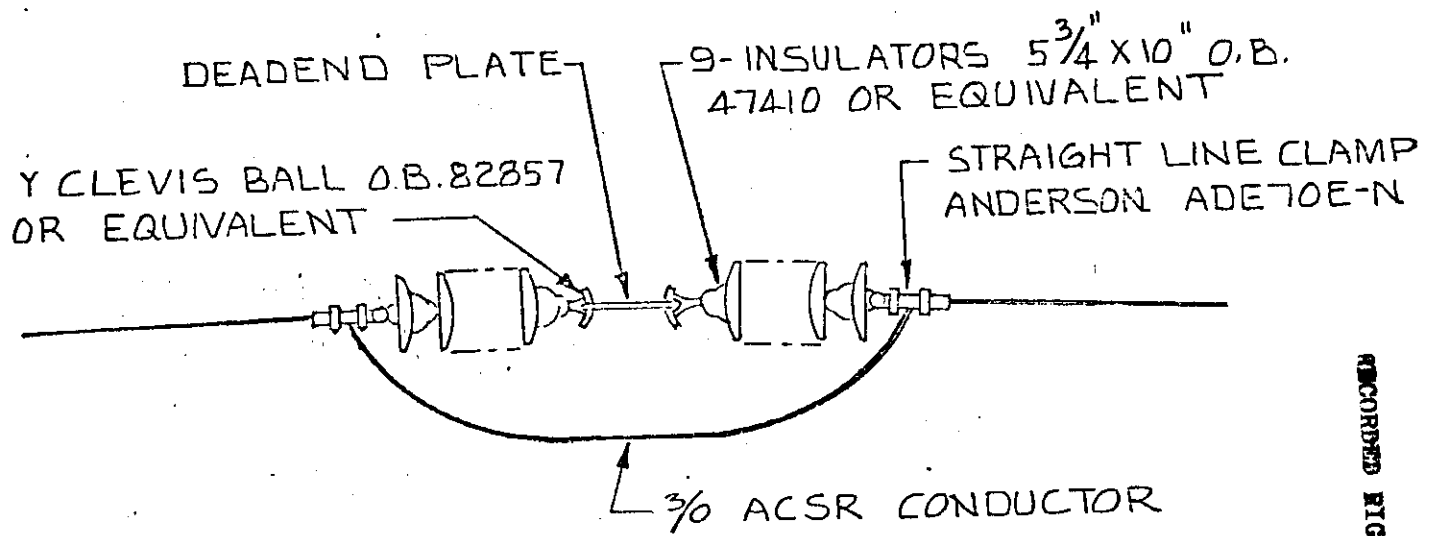
Suspension and Deadend Details

Tower: ED1-7576, Pole: RX-3535B.

System Engineering Dept  
CVP/ct 5/11/71

REPRODUCED RIGHT OF WAY NO. 21566

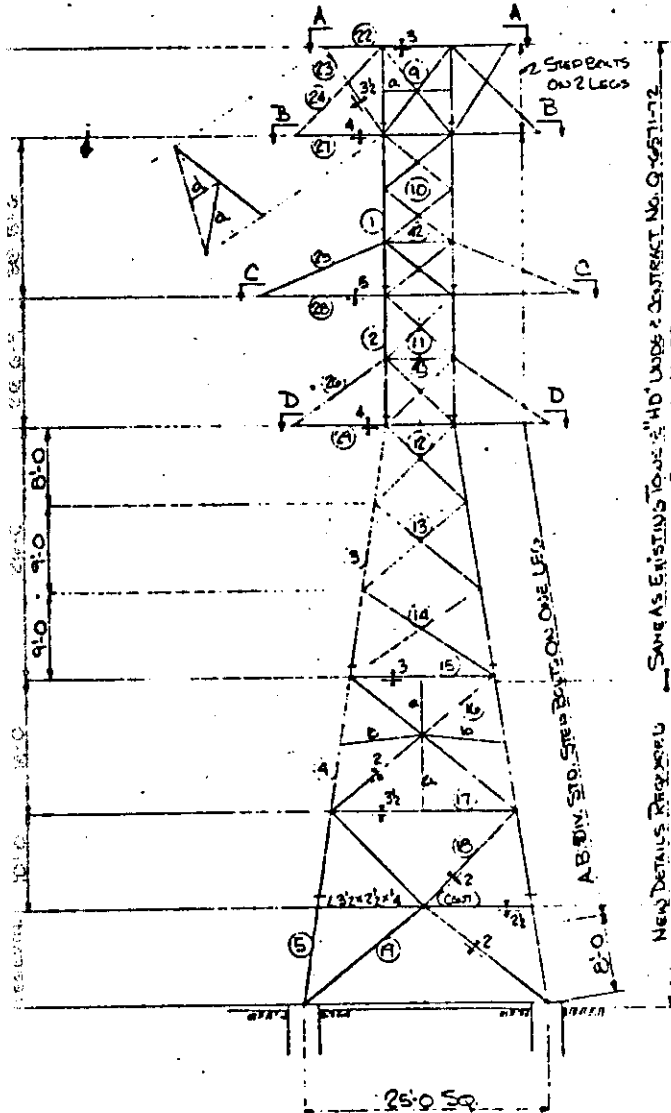
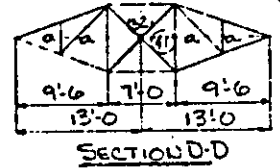
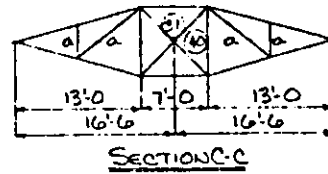
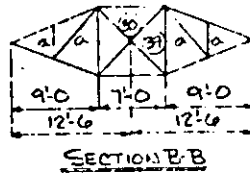
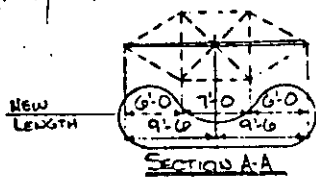
DEADEND ASS'Y  
DETAILS



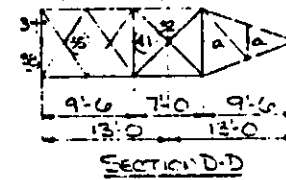
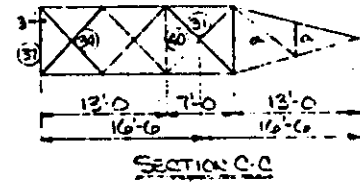
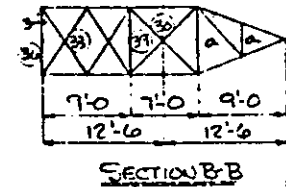
RECORDED FIGURE OF VAX NO. 21566

120 KV DEADEND ASS'Y  
DETAILS

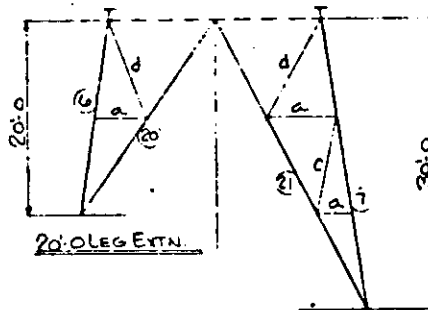
APPROVED	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
	LAYOUT BY	DRAWN BY C. VAN PARIS
	DATE 5-10-71	DRAWING NUMBER
	SCALE 11/21/15	FDI-7576



NEW DETAILS REQUIRED - SAME AS EXISTING TOWER "HD" UNDER CONTRACT NO. Q 6571-12 EXCEPT AS NOTED



REDUNDANTS	
B	L 2 x 2 x 3/16
C	L 2 x 2 x 3/8
C	L 2 x 2 x 1/2
D	L 3 x 3 x 1/2



40° ANGLE & DEADEND TOWER TYPE "TD" (WITH 4 10'-0" LEG EXTN.)

**NOTES**  
 DETAIL @ END OF CROSSARMS, BASE DETAIL, AND ANCHOR BOLTS DETAIL SAME AS EXISTING TOWER "HD" UNDER CONTRACT NO. Q 6571-12  
 MATERIAL & A.S.T.M. - A36

WT REACTION - EACH LEG  
 UP/LIFT +367.1 K  
 COMP. -240.3 K

RIGHT OF WAY NO. 21566

THE DETROIT EDISON COMPANY  
 230 KV DOUBLE CIRCUIT TRANSMISSION LINE  
 40° ANGLE & DEADEND TOWER TYPE "TD"

**USS American Bridge**  
Division of United States Steel Corporation  
 ENGINEERING DEPARTMENT Tower Eng. Office

DATE: 11-7-69  
 MADE BY: WRP  
 CHECKED BY: GAE  
 IN CHARGE OF: G.E. FORTNEY

CURT'S ORDER: -  
 A. S. INQUIRY: T-2290A  
 A. S. ORDER: 5-6034  
 ENG. ORDER: -  
 DRAWING NO. T-112/69 OF



SECRETARY'S  
REGISTRY NO. 168 857



**THE PENNSYLVANIA RAILROAD COMPANY**

**PURCHASES AND REAL ESTATE**

December 22, 1965

Real Estate Department  
Chicago Union Station  
Chicago, Illinois 60606

VARIOUS LOCATIONS - Leases with Detroit Edison Company.

Mr. I. W. Gamble  
Supervisor of Right of Way  
Properties and Right of Way Department  
Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Dear Mr. Gamble:

This will refer to your letter of November 11, 1965 in answer to ours of October 29, 1965 concerning consolidation of rental payments on all your accounts under one payment period.

You will note on the enclosed synopsis sheet that we have listed all the agreements your Company has with the Railroad and have prorated the annual rental payments to February 1, 1966. This date seems to be the most reasonable since a greater number of your accounts are paid at that time. A sum of \$808.56 has been given to your credit for agreements paid beyond that date, and \$2.42 has been charged for agreements not yet paid to February 1st. We have subtracted the amount due from the amount of credit, leaving a balance of \$806.14.

When this letter is signed and returned, it will become a part of each agreement, and the \$806.14 overpayment will at that time be given to your credit.

Please advise if the accounts listed agree with your records, and if this meets with your satisfaction, please sign the original of

Records Right of Way No. 2156C

168 857

December 22, 1965

Mr. I. W. Gamble

-2-

this letter, keeping the carbon copy for your files, and return it to us in the enclosed stamped envelope. Upon receipt we will progress the necessary arrangements with our Accounting Department.

Sincerely yours,

*E. E. Kinzel*  
E. E. Kinzel  
General Manager, Real Estate

rm  
enc.

RECEIVED AND ACCEPTED

By: *Ivan W. Gamble*  
IVAN W. GAMBLE

Date: JAN 4 1966

RECORDED EIGHT OF VAN NO  
21566

Rent No.	Location	Use	Annual Rental	Date Due	Agreement Date	Due To	Prorated Amount	Credit From
1. 30-90161	Melvindale, Mich.	Wire King	\$173.00	7-1	6-30-64	-	\$72.10	
2. 98-00060	"	"	911.00	10-1	6-11-22	-	607.33	
3. 98-00110	Detroit, Mich.	"	64.28	10-1	4-30-25	-	42.88	
4. 98-00110	"	"	5.00	1-1	9-11-25	\$0.42	-	
5. 98-00150	Lincoln Pk., Mich.	"	5.00	8-1	9-28-25	-	2.50	
6. 98-02050	Detroit, Mich.	"	5.00	11-1	1-11-26	-	3.75	
7. 98-02070	Lincoln Pk., Mich.	"	5.00	10-15	2-21-26	-	3.57	
8. 98-03950	Detroit, Mich.	"	10.00	5-1	8-18-38	-	2.50	
9. 98-04130	"	"	5.00	2-1	2-5-40	-	-	
10. 98-05810	"	"	10.00	2-1	10-1-51	-	-	
11. 98-06130	"	"	77.50	2-1	9-1-45	-	-	
12. 98-06160	"	"	10.00	2-1	4-1-46	-	-	
13. 98-06180	"	"	6.00	2-1	9-1-46	-	-	
14. 98-06190	"	"	3.00	2-1	9-1-46	-	-	
15. 98-06220	"	"	10.00	2-1	12-1-46	-	-	
16. 98-06230	"	"	3.00	2-1	4-1-47	-	-	
17. 98-06260	"	"	10.00	2-1	7-1-47	-	-	
18. 98-06250	Carleton, Mich.	"	11.50	2-1	7-29-49	-	-	
19. 98-06320	Detroit, Mich.	"	7.50	2-1	2-17-50	-	-	
20. 98-06340	Carleton, Mich.	"	15.00	2-1	8-31-50	-	-	
21. 98-06950	Detroit, Mich.	"	139.50	2-1	8-6-52	-	-	
22. 98-07010	"	"	13.00	2-1	2-12-53	-	-	
23. 98-07090	"	"	18.50	2-1	3-2-53	-	-	
24. 98-07190	"	"	12.00	2-1	7-15-53	-	-	
25. 98-07520	"	"	3.00	3-1	6-1-54	-	0.25	
26. 98-09104	Flat Rock, Mich.	"	10.00	8-1	8-15-56	-	5.00	
27. 98-09380	Dearborn, Mich.	"	21.00	2-1	5-6-57	-	-	
28. 98-09520	Detroit, Mich.	"	16.50	9-12	11-18-57	-	9.95	
29. 98-09540	"	"	24.00	1-1	3-3-58	2.00	-	
30. 98-09610	"	"	15.00	6-15	8-18-59	-	5.63	
31. 98-09820	"	"	20.00	7-6	8-19-59	-	8.69	
32. 98-12610	"	"	7.50	9-1	10-5-60	-	4.41	
33. 98-12960	Allen Pk., Mich.	"	50.00	8-1	8-30-62	-	25.00	
34. 98-13050	Detroit, Mich.	"	30.00	2-1	12-31-62	-	-	
35. 98-13240	"	"	20.00	11-1	12-31-63	-	15.00	
36. 98-13271	"	"	7,676.00	2-1	6-29-64	-	-	

Accounts given credit from date paid to - - - - - \$808.56  
 Accounts due to February 1, 1966 - - - - - 2.42  
 Credit on all accounts to February 1, 1966 - - - - - \$806.14  
 Amount due on all accounts February 1, 1966 - - - - - \$9,402.78  
 806.14

\* To be included, however, to be handled separately by  
 Supplemental Agreement Prepared by Operating Dept.  
 P.R.R. Co.

21566

\$2.42  
 \$808.56

INTERDEPARTMENT CORRESPONDENCE

September 28, 1962

TO RECORDS CENTER:

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

Pennsylvania Railroad Company

Facilities Covered: Three #000 ACSR 24,000 volt wires and one 3/8 inch Beth. C steel shield wire (Span A-B).

Specific Location: In private property 685 feet North of Goddard Road and 1435 feet East of Becker Road.

GEN L  
21566  
10/19/62  
Pauline J. Zuber  
J. W. Gamble

R.R. Valuation Station \_\_\_\_\_ Mile Post 131+990'

City/~~Village~~ Allen Park Township \_\_\_\_\_

County Wayne Detroit Edison Plan No. RX-3535  
effective 8-1-62

Agreement/~~Permit~~ Date 8-30-62/ R.R. Plan No. DECo. Plan attached

Preparation Fee \$100.00 Annual Rental \$50.00 effective 8-1-62

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. \_\_\_\_\_

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

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

RECORDED TO  
Goddard, N of; E of  
Becker  
DE 1159  
LCH/mt  
10/19/62  
DE FORM PD 189 1-61 CS

RECORDS CENTER  
RECEIVED OCT 9 1962  
TICKLER MADE  
CLASSIFIED  
I. W. Gamble  
Supervisor of Rights of Way  
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 21566

# TRIPLICATE

C. E. 67 - (F) REV.  
10-60

## 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 30<sup>th</sup> day of AUGUST in the year of our Lord one thousand nine hundred and sixty-two (A. D. 1962) by and between THE PENNSYLVANIA RAILROAD COMPANY ~~operating the railroad of Lessee of and operating The Connecting Railway~~ and

~~The Connecting Railway Company~~  
hereinafter called the Railroad Company, party of the first part, and

~~The Detroit Edison Company~~  
2000 Second Avenue  
Detroit 24, 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:—

### 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:— Lake Region

1. Mile post 131 plus 990 feet.
2. Name of nearest station Allen Park
3. County Wayne 4. State Michigan

(b) Purpose:—

WIRE LINES: 1—Communication, or 2. Power Transmission.

(c) Description of the construction and occupation sufficient for determining upon the adequacy of strength and for computation of "fees and rental charges." (See Note 1.)

**Crossing of 3 serial wires for transmission of electric energy at 24,000 volts and about 100 ft. in length.**

RECORDED AUGUST 10 1962  
21566

**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. ~~XX 3333~~, dated ~~8-8-62~~, 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. \_\_\_\_\_, dated \_\_\_\_\_, marked "Exhibit B" consisting of \_\_\_\_\_ 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 Regional Manager 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 rentals which shall be mutually agreed upon.

21566

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 Regional 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.

RECORDED & INDEXED  
MAY 20 1916  
21576

(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, relocations 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) The Utility Company shall also pay to the Railroad Company compensation as follows:—

Reimbursement for engineering expenses incurred at request of applicant (if any).....	\$
Fee for preparation of papers and other incidental expenses.....	\$ 100.00
Annual rental for use of right-of-way and property.....	\$ 30.00
The first annual payment to be due as of the <u>1st</u> day of <u>August</u> , 19 <u>02</u>	
and a similar annual payment of \$ <u>30.00</u> on the same day of each and every year thereafter until formal cancellation hereof.	
This agreement shall take effect as of the <u>1st</u> day of <u>August</u> A. D. 19 <u>02</u>	

(b) In the event of the termination of this agreement before the expiration of any such period for which compensation shall have been paid in advance by the Utility Company, the Railroad Company shall refund to the Utility Company the ratable and equitable proportion of the compensation so paid for the period intervening between the date of such termination and the end of the period for which such payment shall have been paid.

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.

21566  
RIGHT OF WAY NO



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: **The Pennsylvania Railroad Company**  
**Lessee of and Operating The Connecting Railway**  
.....  
By *[Signature]* **Regional Manager**  
.....  
*[Signature]* ASST. TO THE Secretary.

Attest: **The Connecting Railway Company**  
.....  
By *[Signature]* **Vice President**  
.....  
*[Signature]* ASSISTANT Secretary.

Attest: **The Detroit Edison Company**  
.....  
By *[Signature]* **Secretary**  
.....  
RICHARD H. TAYLOR, DIRECTOR  
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

Attest: Secretary.  
.....  
Secretary.  
By.....

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.

*WBA*

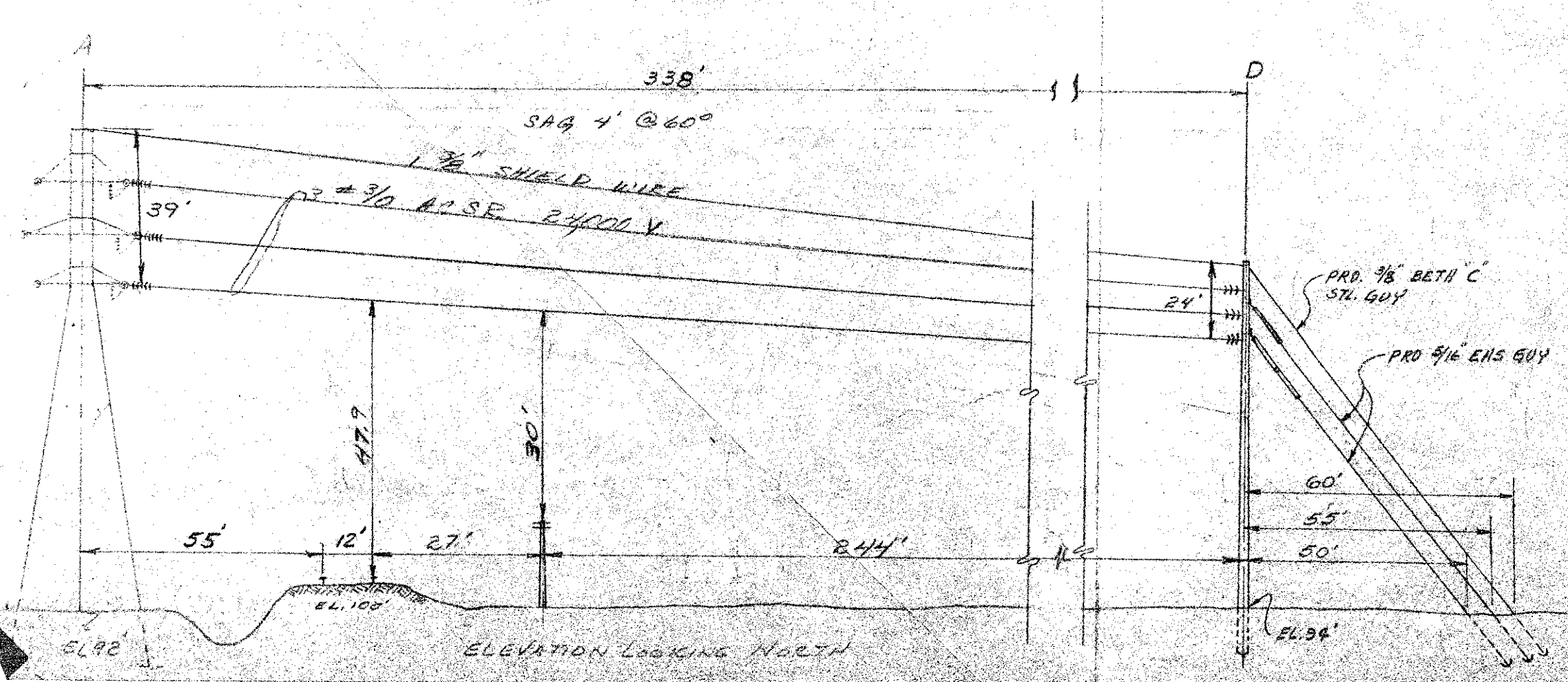
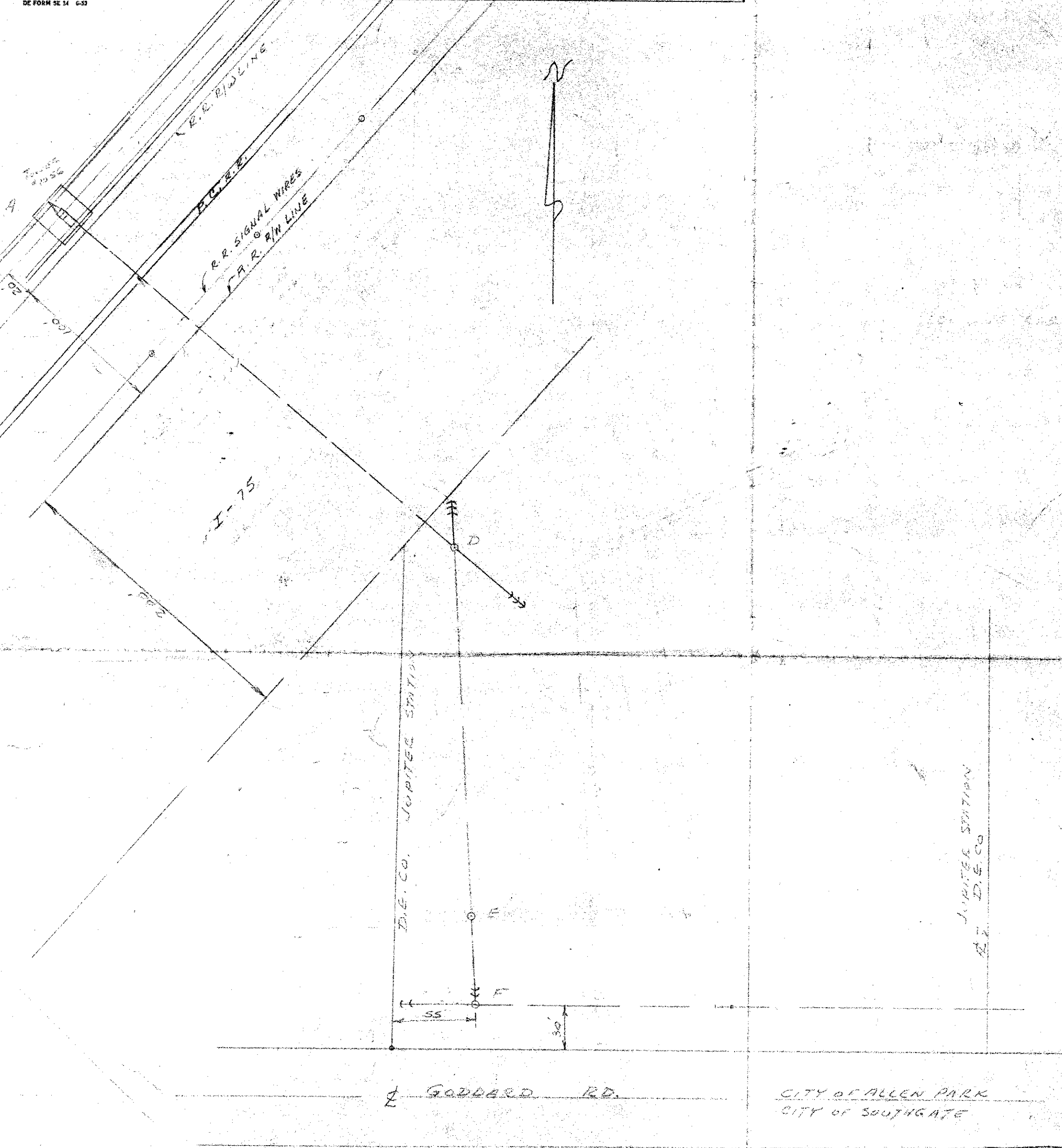
*21566*

*etc (H)...*

PROPOSED LINE CROSSING OVER PENN CENTRAL RR LISTING PERMIT NUMBER ED2-8-5330  
P.O. NO. 07, 350' NORTH OF THE E. OF GODDARD RD.  
IN RD APPROX 1300' E OF BECKER RD. CITY OF ALLEN PARK  
SECTION P.C. 113 TOWNSHIP ECORSE T 35 R 11E COUNTY WAYNE

NOTES		CONDUCTORS				POLES			
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.		NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
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.		1	3/8"	SHIELD WIRE		A	99'		TALL
<b>MINIMUM CLEARANCES</b>		3	1000	ALSR	24000	D	70'		3
NEAREST POLE TO RAIL	SIDING 7 FT. MAIN LINE 12 FT.					E	70'		3
WIRES OVER TRACKS	0 - 500 VOLTS 27 FT. 500 - 7500 VOLTS 28 FT. 24000 VOLTS 30 FT.					F	60'		2
WIRES OVER R. R. SIGNAL	0 - 500 VOLTS 2 FT. 500 - 7500 VOLTS 4 FT. 24000 VOLTS 6 FT.								

DRAWN BY C. J. SCHNEPP ENGINEERING DIVISION DATE 7/16/72  
ESTIMATOR B. COON OVERHEAD LINES DEPT. DEARBORN



R21566

PROPOSED LINE CROSSING OVER THE PENNSYLVANIA R.R. EXISTING PERMIT NUMBER New Crossing  
 IN THE CITY OF ALLEN PARK  
 SECTION PL. 112 TOWNSHIP E. CO. 35 R. 15 COUNTY WAYNE

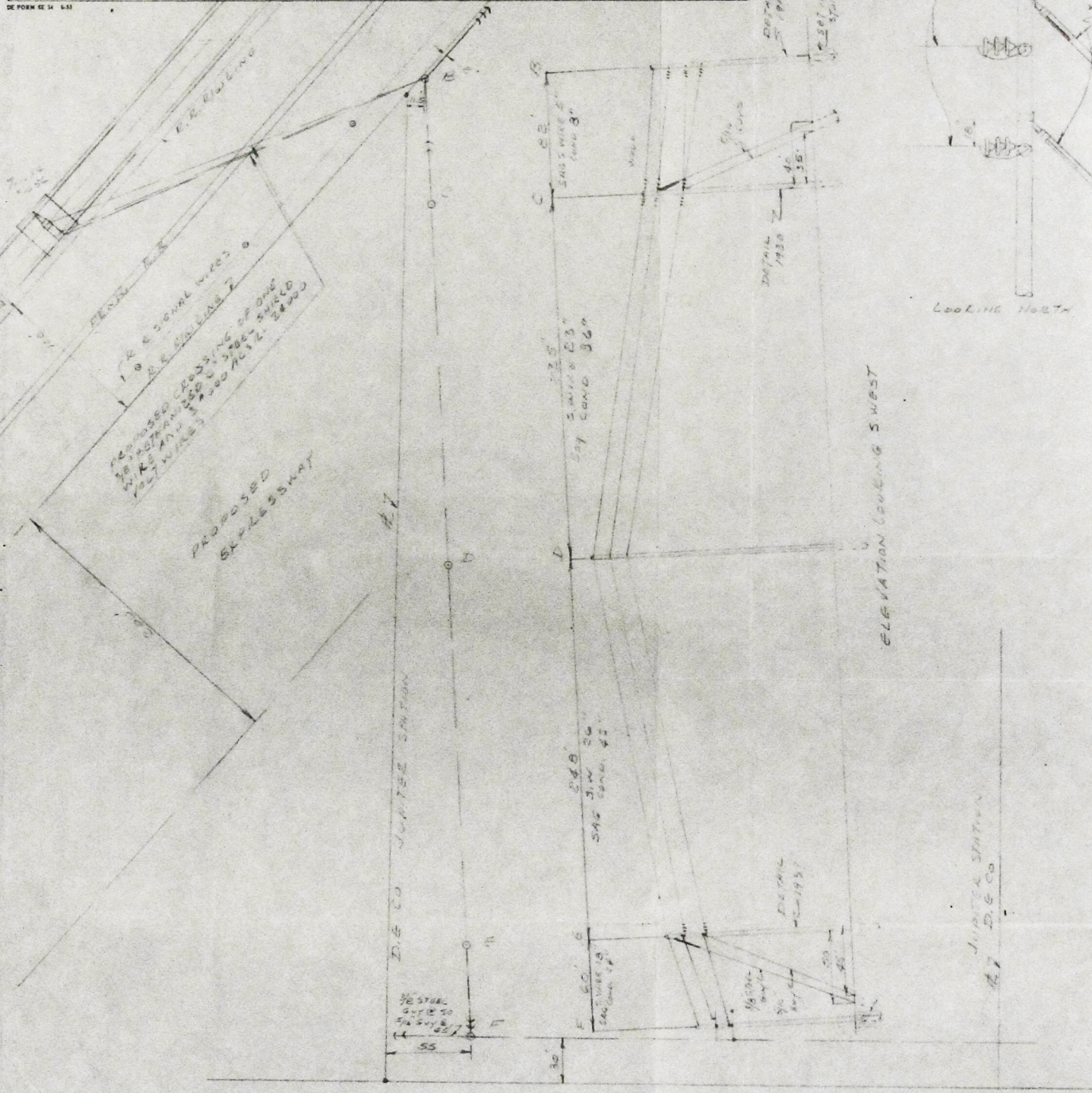
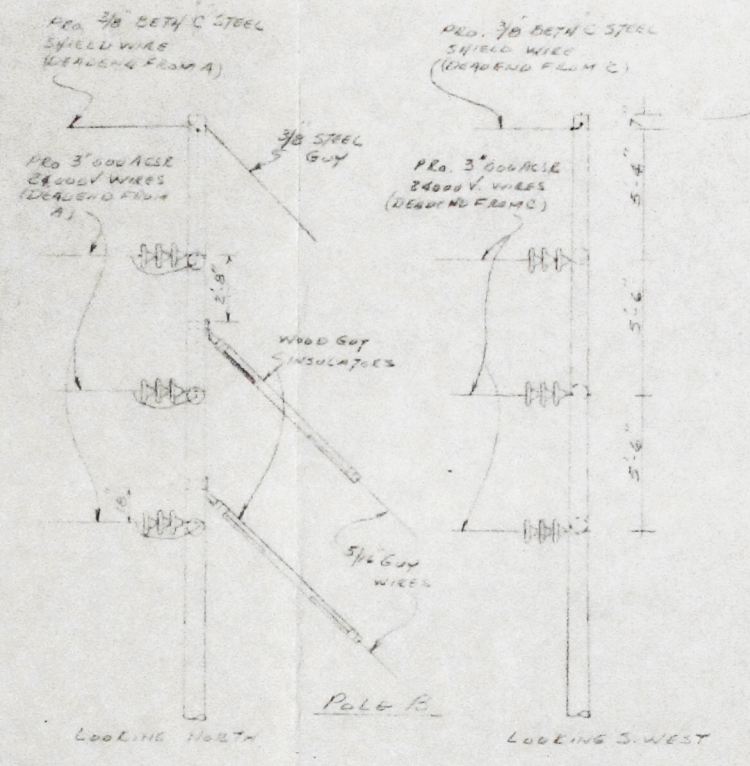
**NOTES**  
 MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1947.  
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION, AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

**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.

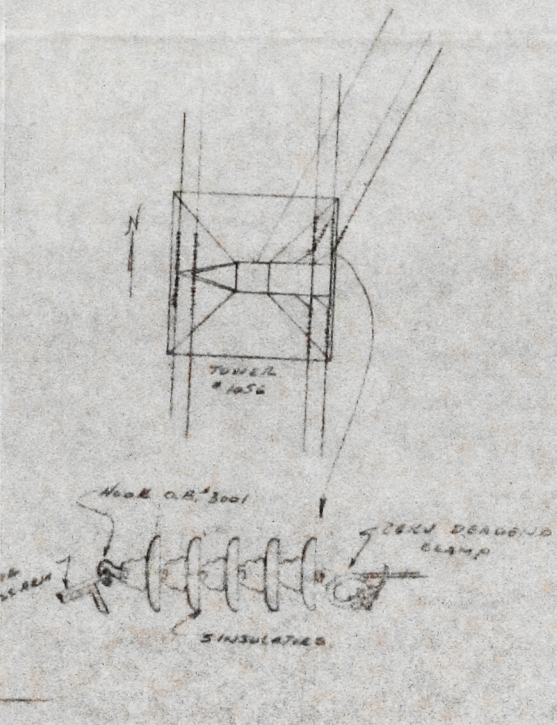
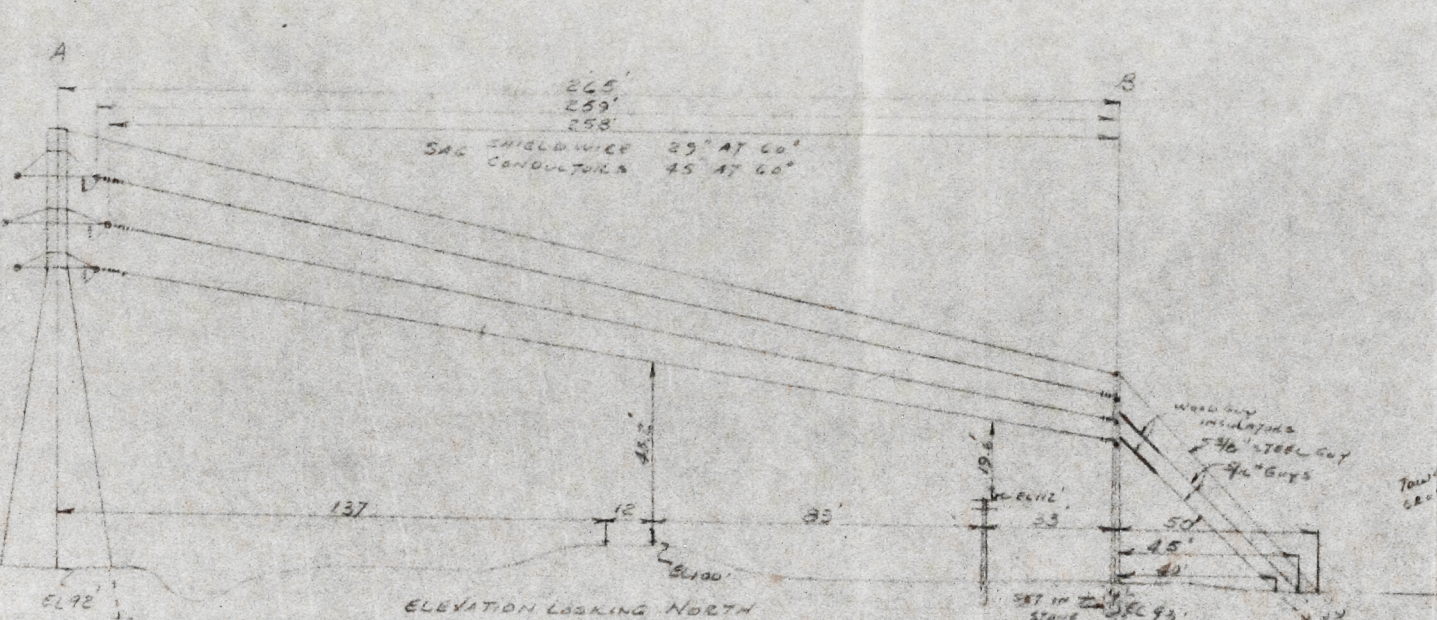
CONDUCTORS					POLES		
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
1	3/8" BETH C STEEL	SHIELD WIRE	24000	B	60'		
2	3/8" BETH C STEEL	SHIELD WIRE	24000	C	65'		
3	1000 ACSE	24000	24000	D	70'		
				E	70'		
				F	60'		

DRAWN BY *INSTR.* ENGINEERING DIVISION DATE *2-3-48*  
 ESTIMATOR *W. H. H. OVERHEAD LINES DEPT.* *LELAND*



NOTE: THIS DRAWING SUPERSEDES DRAWING RX 3535 DATED 6-21-42

E. GODDARD RD CITY OF ALLEN PARK CITY OF SOUTHGATE



R<sup>2</sup> W 21526

NORTH ARROW

# JUPITER-TRENTON CHANNEL JUPITER-NAVARRE

## 120 KV TRANSMISSION CIRCUITS

TWR 1056B

JUPITER STATION  
POS. H1  
POS. H2  
POS. H3

PENNA. CENTRAL RAILROAD  
RAILROAD SIGNAL WIRE

INTERSTATE 75

TWR 1056A

800 FT. TOE OF GODDARD ROAD

### PLAN OF CROSSING

SCALE 1" = 60'

CITY OF ALLEN PARK  
CITY OF SHERBORN  
GODDARD ROAD

TWR 1056A  
TYPE TD130

2-7/8" STEEL GROUND WIRE

340' SPAN

85' SPAN

TWR 1056B  
TYPE AC1740

**APPROVED**  
FOR  
MICHIGAN PUBLIC SERVICE  
DIRECTOR OF PUBLIC UTILITIES  
*[Signature]*  
FILE ED2-8-7402  
DATE 9-25-74

POS. JUPITER  
HID. STATION

INIT. SAG = 10.2'  
FIN. SAG = 10.5'

G-1431 MCM 45/7 ACSR  
5,000 H.L.T.

ELEV. 128'

ELEV. 123'

ELEV. 105'

ELEV. 100'

230KV CONSTRUCTION

THE DETROIT EDISON COMPANY

PLAN SUBMITTED TO

MICHIGAN PUBLIC SERVICE COMMISSION

FOR 120,000 VOLT CROSSING

OVER PENNA. CENTRAL R.R.

DRAWN BY VAN PARIS DATE 12-23-73

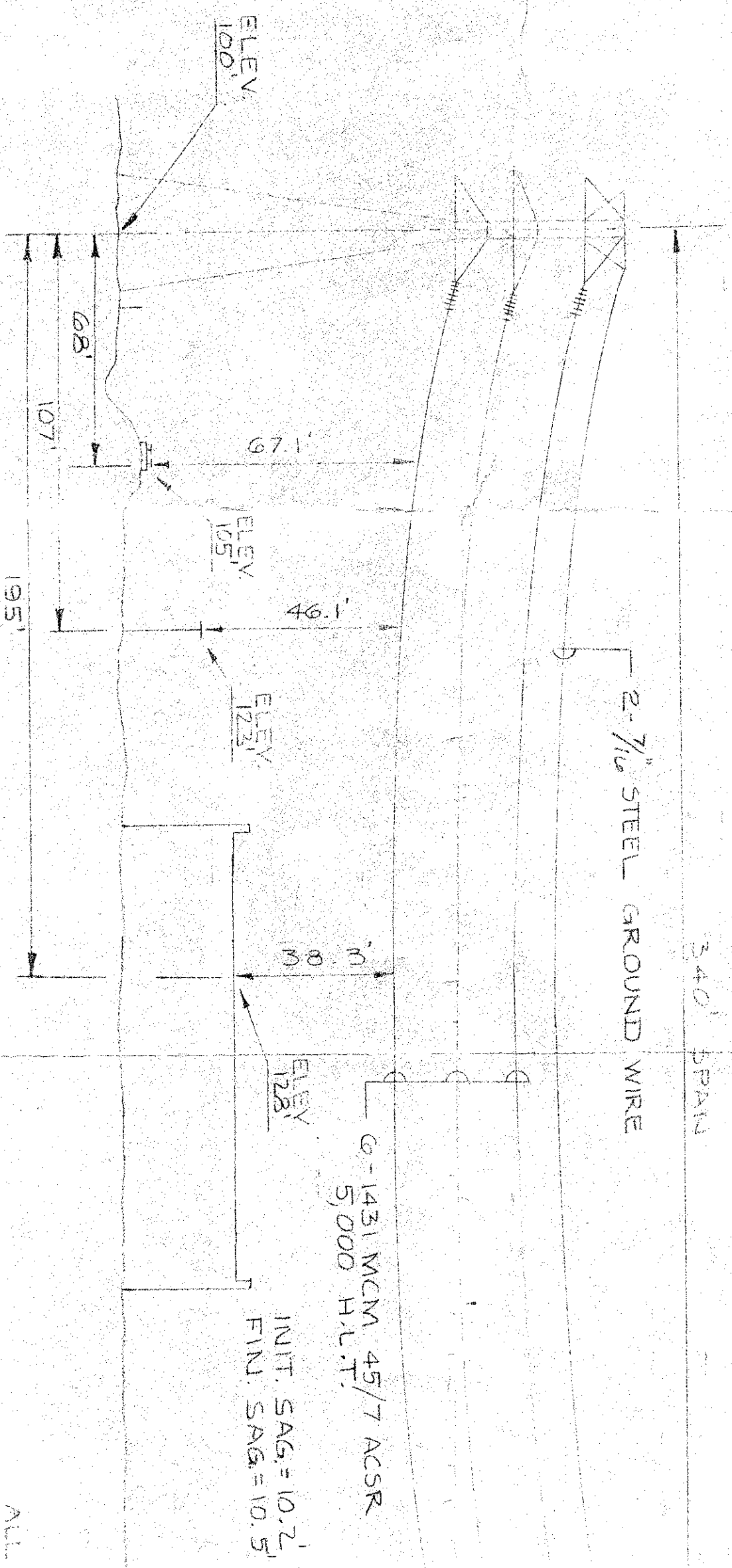
APPROVED BY *[Signature]* DATE 1-16-74

PERMIT NO.

DRAWING NO. **RX-3535C**

### ELEVATION OF CROSSING

SCALE 1" = 30'



ALL DIMENSIONS  
AT 60°F

CITY ALLIANCE PARK  
COUNTY WAYNE  
TOWNSHIP TAYLOR

SECTION NO. 112