

CORPORATE REAL ESTATE SERVICES

Job Project No. XD3481
Railroad Project No. BD1117
Project Name: RX3692

Date:

December 2, 1991

To:

Ava D. Thrower Records Center

From:

Tom Wilson \Im^{ω}

Subject:

Overhead Railroad Crossing

Attached are papers related to the sale of railroad land. This sale affects an agreement between Detroit Edison and Norfolk and Western Railway Company, for a distribution right of way crossing. The right of way is located in parts of P.C. 8, 13 and 17 of the City of Detroit, Wayne County, Michigan.

The railroad invoice No. is 0571190

The agreement dated June 30, 1965 provided for a payment of \$25.00 on an annual basis.

As indicated by the attached memo dated November 15, 1991, right-of-way is still required. Detroit Division is requested by copy of this memo to provide Corporate Real Estate Services a request to acquire new rights from Mr. Anthony Soave.

Please incorporate copies of these papers into Records Center Right of Way File No. 23478.

Approved:

Barbara A. Fulton

Supervisor

Corporate Real Estate Services

Attachments

cc: H. C. Ray, Jr.

B3-1



	m e m o i	andum	DATE 11-15	19 9 /
T. WIL.	50N	FROM:	DATE 11-15- AY (7967) SERU, PCAN	
CRES	_	DET. 3	SERU, PLAN	
23/0	WCB	930	5-65	
IBJECT:	X 369Z			
SSAGE:				
E	SUIPMENT STILL	IN PIE	20-	
			M	
		SIGNATUI	The Contract of the Contract o	
PLY:				•
				•••
€ 963-2087-3-71 \$\$ (M\$-1)	THE DETROIT EDISON COMPANY	SIGNATURE	DATE	
	SENDER:	RECIPIEN		_

REMOVE YELLOW COPY - FORWARD WHITE & PINK

RETURN PINK COPY - RETAIN WHITE FOR FILE

CORPORATE REAL ESTATE SERVICES

Rx. No. RX3692

Job Project No. XD3481

Railroad Project No. BD1717

Date:

October 14, 1991

To:

J. C. Price

From:

T. Wilsonづい

Subject:

Assigned Railroad Crossing Licenses

Attached is a copy of the agreement assigned by the attached notification letter dated September 5, 1991. The affected agreement is dated June 30, 1965 (invoice No. 0571190), between Detroit Edison and Norfolk and Western Railway Company for overhead distribution (120kv) Rights of Way. The Right of Way is located in parts of Private Claims 8, 13 and 17 of the City of Detroit, Wayne County, Michigan.

The land our facilities cross was sold to Mr. Anthony Soave, 1550 Harper Avenue, Detroit, MI 48211, on March 29, 1985.

The Railroad Crossing report has been corrected to discontinue the annual payments to the railroad, which were required by the above agreement. Service Planning is requested to determine if the facilities which required the above rights of way still exist and if future rights will be needed from the new owner.

If the facilities still exist, and if new rights are not acquired, then Edison must continue annual payments to the new owner to be in compliance with the terms of the license. Please provide your response to me by October 25, 1991.

TW:adf

B11B

Serving Customers

Neie all a part of it!

RECORDED RIGHT OF WAY NO. 2347

Pt. of the of Det.





September 5, 1991

Detroit Edison Company 2000 Second Ave. - Room 2310 Detroit, MI 48226

Attn: Tom Wilson

Mr. Wilson:

The following agreement(s) cover certain of your facilities situated on property formerly owned by Consolidated Rail Corporation. This property was sold on March 29, 1985, Case No. 67413, to:

Anthony Soave 1550 Harper Ave. Detroit, MI 48211

Date of Agreement	Rent <u>Number</u>	Registry <u>Number</u>	<u>Facility</u>	Location
06-01-65	-5711902	139984	Wire	Detroit, MI

With copy of this letter, the original agreement(s) are being sent to the new owner. Kindly direct further correspondence or questions to them at the address shown above.

Very truly yours,

George J. Hall, Jr. Manager - Contracts

Asset Data Base Group - Room 920

(215) 596-2216

cc: Anthony Soave

(Original agreement(s) are enclosed.)



REAL ESTATE AND RIGHTS OF WAY

Project No.

BD 1717

Railroad No.

Project Name <u>571190</u>

Date:

August 30, 1988

To:

Vicki C. Sullivan

Supervisor

Records Center

From:

Thomas Wilson

Real Estate Associate

Subject:

Additional Papers for Records Center File

Attached are documents which formally changed the agreement date for this agreement.

Please incorporate these papers into Records Center File No. 23478.

TW/blg

Market Chinal 14

XXXXXXXXXX

April 29, 1974 File: 127

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

Boar Kr. Arnold:

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

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

Yours truly,

PERM CHATRAL TRANSPORTATION COMPANY

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

be: W. H. Couch (2)

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

J. T. Sullivan

cc: J. P. Tarpey

Copy of RED-128 is attached for revised agreements.

J. T. Sullivan

cc: J. C. Hughes

DETROIT EDISON COMPANY 2000 Second Street Detroit, Michigan 48226

Acct. No. - Folio 127 - July 1973

		•			
	Leased Line		·		•
Rent No.	Or Owning Company	Property Location	Agmt. Date	Amount Due	Type
	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		118	Intoure Due	4775
X571175	M. C. R.R. Co.	Dexter, Mich.	1- 1-64	\$ 25.00	A Z
X571176	11	Warren, Mich.	5- 1-64	338.00	A
X571177	11	Warren, Mich.	5- 1-64	420.00	Â
X571178	11	Center Line, Mich.	9- 1-64	No Rental	G
X571179	**	Warren, Mich.	10- 1-64	150.00	1 .
X571180	11	Ypsilanti, Mich.	4- 1-64	75.00	1 (
X571181	II	Ann Arbor, Mich.	4- 1-64		
X571182	11	Goodison, Mich.		100.00	A 1
X571183	11	Ann Arbor, Mich.	5- 1-64	75.00	1
X571184	er .	ž.	6- 1-64	100.00	A
X571184 X571185	11	Detroit, Mich.	11- 1-64	193.00	A
X571185 X571186	m .	Dearborn, Mich.	2- 1-65	85.00	A (
X571187	rr .	Detroit, Mich.	1- 1-65	241.00	Α -
	P. C. T. Co.	Colling, Mich.	`2- 1-65	47.00	A '
X571188	M. C. R.R. Co.	Ypsilanti, Mich.	7- 1-65	168.00	A
X571189		Warren, Mich.	3-14-72	85.00	В
X571190	P. C. T. Co.	Detroit, Mich.	6- 1-65	25.00	A
X571191	M. C. R.R. Co.	River Rouge, Mich.	6- 1-65	75.00	1
X571192		Oxford, Mich.	6- 1-65	7,5.00	1 (
X571193	11	Wyandotte, Mich.	1-14-47	107.00	A
X571194	11	Caro, Mich.	1-20-66	150.00	1 \
X571195		Wayne, Mich.	1-20-66	25.00	Α (
X571196	11	Ypsilanti, Mich.	1-20-66	75.00	1
X571197	tt .	Millington, Mich.	4-22-66	75.00	1
X571198		Wyandotte, Mich.	4-22-66	162.00	A
X571199;		Stony Creek, Mich.	1-20-66	338.Q0	A
(X571200)		Wayne, Mich.	7-20-66	1,100.00	A
X571201	11	Dearborn, Mich.	7-20-66	97.00	Α,
X571202	11	Detroit, Mich.	7-20-66	97.00	A
X571203	H	Lapeer, Mich.	7-20-66	75.00	1
X571204	11	Gibralter, Mich.	7-20-66	75.00	1
X571205	11	Rockwood, Mich.	7-20-66	123.00	A
X571206	P. C. T. Co.	Rockwood, Mich.	10-12-66	100.00	A
X571207	M. C. R.R. Co.	Inkster, Mich.	12-12-66	150.00	1
X571208	11	Ann Arbor, Mich.	3- 1-67	75.00	$\bar{1}$
X571209	P. C. T. Co.	Ypsilanti, Mich.	3- 1-67	25.00	A .
X571211	11	Rockwood, Mich.	3- 1-67	143.00	A
X571212	11	Clinton, Mich.	3- 1-67	75.00	1
X571213	M. C. R.R. Co.	Detroit, Mich.	5-22-67	94.00	Ā.
X571214	11	Newport, Mich.	5-22-67	300.00	A
X571215	P. C. T. Co.	Newport, Mich.	5-22-67	75.00	1
X571216	M. C. R.R. Co.	River Rouge, Mich.	5-22-67	150.00	1
X571217	P. C. T. Co.	Trenton, Mich.		150.00	ī
X571217 X571218	M. C. R.R. Co.	Sibley, Mich.	8-22-67 0-27-67		1
X571218	111111111111111111111111111111111111111		9-27-67	150.00	Ā
X571219. -X571220	ņ	Ypsilanti, Mich.	9-27-67	452.00	î
X571220 X571221		Ecorse, Mich.	9-27-67	75.00	1
	* **	Hunters Creek, Mich.	1-29-68	150.00	Ā
X571222		Ann Arbor, Mich.	1-31-68	-25.00	

RECORDED RIGHT OF WAY NO. 254/

INTERDEPARTMENT CORRESPONDENCE

January 7, 1966

TO RECORDS CENTER:

F	Attached	is	fully	executed	copy	of	agreement/	MACOXOXIX	from:	

Facilities Covered: One #0 MXAT 120 volt conductor consisting of two #0 A 7 stranded hard aluminum conductors with 4/64 neoprene and one #2 ACSR messenger wire. (Span A-B)

Norfolk and Western Railway Company

Specific Location: In Railroad property at a point approximately 1570 feet North of the center line of Ferry Street and 750 feet East of the extended center line of Russell Street.

R. R. Valuation Station _____ Mile Post _____

City/3	źwwe Detroit	Township)		
Count	Wayne	Detroit Edi	son Plan No	RX-3692	File: 9873.45H
Agree	ment /Perkk* Date	6 <u>-30-65</u>	R. R	. Plan No	
Prepa	ration Fee\$25.00	Annual	Rental \$10.0	<u>xo</u>	
Supers	sedes and Cancels Ag	reement dated		R/W N	0
This i	s a Supplemental Agr	eement and is to be	made a part o	f R/W	
	ed Grand Trunk West	ern Railroad Permit	No		to be made a part
REFERRED!	6 9064.		Dro	0000	OFNTED
	GEN'I. ACC				CENTER
	ENTERED - CONTRACT BOOK	NO 33178	RECEIVE	D JAN 2 (MADE	3 1966
A	U DATE 2-4-6		2 WCLASSIE	MADE Dale	
	- · · · · · · · · · · · · · · · · · · ·		V. Gamble		
1 / Ka	CHECKED BY		erv <u>isor of R</u> perties and		
WWS/	ft ?	, , , , , , , , , , , , , , , , , , , ,	ocz ozob dild		na, bopo.

Norfolk and Western Railway Co.

ELECTRIC POWER WIRE CROSSINGS

This	Agreement,	made and entered into this the.	Jo day
of	June.	19 between the NO	RFOLK AND WESTERN
RAILWAY	COMPANY, here	einafter called the "Railway Co	ompany," party of the first
part, and the	Detroit Edia	son Company of Datroit, Michi	igen
hereinafter c	alled the "Power (Company," party of the second	part.
pany with it	s power wires and	ompany desires to cross the right the Railway Company being w hereinafter set forth.	
	THEREFORE, I CONTRACT W	T IS AGREED BETWEEN 'ITNESSETH:	THE PARTIES HERETO
That, fo	or and in considera	tion of the premises, and	25.00 cash in hand paid,
_	of which is hereby	acknowledged, and also the pay	ment of the annual rental of
property and payable on t and Western	tracks - day on Railway Compa	of	of each year, the said Norfolk
Detroit Md	ison Company of	Detroit, Michigan	
party of the		right and privilege of stretching	
Expressvey	voits across the	e right of way of the Railway Con	mpany at
on the	Detroit Termis	Division of the	
		ordance with the Railway Compa	any's blue print specifications
estee when	11 23, 1965 att	tached hereto and made a part th	hereof.
are made co	nditions upon whi	ubject also to the following specifich the right and privilege hereby breach of any of which shall renderfull and void.	granted shall be enjoyed by
1N Railway Co		will be placed	1 upon the right of way of the
Company sh by the Powe	hall be such as its	res to be placed over and across Chief Engineer shall approve, an own exclusive cost, and as the sa me prescribe.	nd shall be kept in good order
3. The	said electric powe	er wires shall, in no event, be less	s thanfeet from
	bara crostra poss	· · · · · · · · · · · · · · · · · ·	200

feet in length, the wires to be supported by double cross-arms and dead-ended at both sides of track; and, unless the Railway Company shall otherwise agree, said wires to be not less than five (5) feet above the telegraph wires.

- 4. The said Railway Company shall not be, in any way, responsible for any damage to electric wires, towers or other appliances, or any part thereof, by fire or other casualty whatever, resulting from the operation of its road near the electric wires or other appliances or otherwise.
- 5. If the Railway Company, its successors or assigns, shall make any change on its right of way at said crossing in the character, height or alignment of any of its power lines, telephone, telegraph or other wires or electrical apparatus, or shall place any 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 wires or structures of the Power Company or by the use thereof, the Power Company shall, at its own expense, make such changes in the location and character of its wires as in the opinion of the Chief Engineer of the Railway Company, its successors or assigns, shall be necessary on account of such new alignment or change in location or character of the wires, or erection of such structures or additional wires.
- 6. The Power Company hereby agrees to indemnify and save harmless the Railway Company against any and all loss or damage, accidents or injuries to persons or property, whether of the Railway Company or of any other persons or corporations, arising in any manner from the construction, operation or maintenance, or failure to properly construct, operate or maintain, the Power Company's wires, poles, fixtures or appurtenances at said crossing, unless such loss, damage or injuries shall be caused solely by the negligence of the Railway Company.
- 7. This agreement shall take effect on the date hereof and continue in force until terminated by either party given to the other party hereto sixty (60) days' written notice of its intention to terminate the same, and the Utility governments and agreem that it will, within the said sixty (60) day period fixed in said motice, remove its property from the right of way of the Railway, the provisions of this agreement to remain in full force and effect until such removal has been made.

WITNESS the respective signatures of the parties to this agreement, this the day and the year first above written.

Witness:	By CHIEF ENGINEER Vice President and General Manager
Witness: Luan 2 Samuel IVAN W. GAMBLE HWALEN	By A. U. KASAMEYER, DIDECTOR PROPERTIES AND RIGHTS-OF WAY DEPARTMENT Address

SPAN LENGTH

80.5

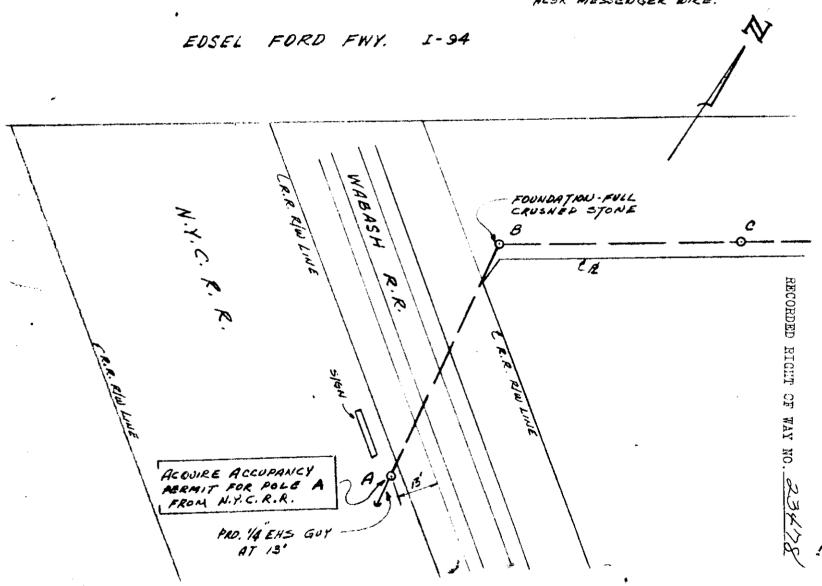
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18"

NOTE: *OMXAT WIRE CONSIST OF 2*OAA

7-STRANDED, HARD 4/NEO WITH *2

ACSR MESSENGER WIRE.



2000 SECOND AVENUE
DETROIT 26, MICHIGAN

September 2, 1965

Railroad File No. 9873

Mr. L. B. Yarbrough, Regional Engineer Norfolk and Western Railway Company Signals and Communications Department Room 1551 Railway Exchange Building Saint Louis, Missouri 63101

Dear Mr. Yarbrough:

We are returning agreement/permit, in duplicate, covering our facilities over your tracks and/enright of way as shown on our Plan RX-3692 , and located as follows:

North of Ferry Street and east of Russell Street.

City/Village Datroit	_Township						
County Wayne	The	agreement/permit-has	been	signed			
for our Company.							

Will you please return one fully executed copy of this agreement/permit to us for our records.

Yours very truly,

T. W. Gamble

Supervisor of Rights of Way Properties and Rights of Way Dept.

IWG:dal Enclosures 23476

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

August 9, 1965

FUSING DELICE AND A COLOR OF A ME.		
AUG 1 0 1365	Permit No.	ED2-85569
vice Commission	\ \ \ \	
n	and the second	

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:

of The Detroit with the Gamble, Supervisor of Rights of Way
of the Detroit Edison Company, Detroit, Wichigan, handle and the training
wire crossing, covered by wire Crossing Permit No.
has been constructed in accordance its
specifications of the Michigan Public Service Commission and construction
The Decreate Company, approved by Mahima highing and
Commission on July 17, 1939, Tile MO 2-9-01, and that this amounts a mile to
maintained as provided in such specifications and construction standards.

Yours very truly,

I. W. Gamble Supervisor of Rights of Way Properties and Rights of Way Dept. RX No. Subscribed and sworn to before me this 3692 Location City of Detroit 9th day of August , 19 65 Hayne County W. W. Sutherland Notary Public, ______ Railroad Wabash Wayne County, Michigan. My Commission expires April 12, 1969

2.341%

2000 SECOND AVENUE DETROIT 26, MICHIGAN

June 29, 1965

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 Wabash Reilroad in the City of Detroit, Wayne County, Michigan.

Span A-B One #0 MEAT 120V conductor consisting of two #0 A 7 stranded, Herd Aluminum Conductors with 4/64 neoprene and one #2 ACSR messenger wire over the tracks of the Wabash Railroad located on railroad propesty at a point approximately 1570' N. of the centerline of Ferry Street and MICHIGAN PUBLIC SERVICE COMM. 750' E. of the extended centerline of Russell Street. PUBLIC UTILITIES DIVISION _ Gas _ Tel. __ .. R & S Elec .__ JUN 3 0 1965 Adm.

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

	Enclosed		•	woirca	٥f	hearing	granted	hv	the	Railroad	Company.	(6-2	5-65)
L×.	Enclosed	is	\mathbf{a}	walver	OI.	nearing	granted	ру	tne	nallroad	company.	10-2	,,

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. dated

This is a new crossing.

Reference number of construction drawing is RX- 3692.

Yours very truly,

File.

KD2-8-5569 Permit No.

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

Check in circle indicates statement applicable.

2000 SECOND AVENUE DETROIT, MICHIGAN 48226

Mr. L. B. Yarbrough, Regional Engineer Norfolk and Western Railway Company Signals and Communications Department Room 1551 Railway Exchange Building Saint Louis, Missouri 63101

DE FORM PD 187 12-64 CS

April 9, 1965

We	hereby notify you or request	permission for facilities over your tracks and right of way as follows:	:

Proposed Crossing To Consist Of: One #0 MXAT 120 wolt conductor consisting of two #0 A 7 stranded hard aluminum conductors with 4/64 neoprene and one #2 ACSR messenger wire (Span A-B).

Specific Location In Railroad property at a point approximately 1570 feet north of the center line of Ferry Street and 750 feet east of the extended center line of Russell Street.

R.R. Valuation Station	R. R. M	ile Post
City/Village_ Detroit	Townsh	nip
County Wayne	Detroit Edison Plan Atta	ched <u>RX-3692</u>
This is a New Crossing	This is a Reco	enstruction of Existing Crossing
Previous Agreement Informat	ion (if any) Date	(R. R. Plan)
	Covers Waiver er of Hearing to be mailed to	of Hearing Requested <u>In Duplicate</u> o applicant listed below)
All construction will be done	in accordance with the rule	s and regulations of the Michigan Public Service
Commission.		W. Gamble, Supervisor of Rights of Way
IWG:dal		W. Gamble, Supervisor of Rights of Way operties and Rights of Way Department

′	LINE CROSSING	WABASH	RAILX	EDAD				PERMIT N			
RAILR	OND PROP.	APPROX. 1570" N			RKY	S7.					~ ~ 000
		TENDED & OF	RUSSELL	<u> 57.</u>				DETRO			· · · · · · · · · · · · · · · · · · ·
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ATERIALS S Eneral Spi	HALL BE AS NOTED	IN THE DETROIT EDISO	N COMPANY'S	· —	10	MXAT	120V	B	40	2	NOOL
AILROAD CR	OSSINGS DATED MA	RCH 1955,						Č	40	5	*
UT THE REQU	UIREMENTS OF ORDI	VARY SOMEWHAT FROM T ER NO. 1679 OF MICHIGAN IN. 1, 1944, WILL BE COMP	PUBLIC SER								
CE COMMISS			LIED WITH								
		CLEARANCES							ļ		-
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IRES OVER T	TRACKS	0 - 750 VC									
		750 - 15.000 VC	LTS 28 FT					ļ			
IRES OVER R	I.R SIGNAL	0 - 750 VC									
		750 - 8,700 VC 8,700 - 50,000 VC	LTS 4 FT					GENERAL	<u> </u>		
		0.700 - 50,000 ¥0	,L,5 0 F1	DESIGN				ENGINEERI	NG DEPT.	DAT	E 3-24.
FORM SE 32	10-64 x			ESTIMA			<u> 145 </u> c	VERHEAD LII	NES DEP	WAKR.	EN STE. CL
A-B	SPAN LENGTH	SPRINGING SAG	HEIGHT O		10 11 11 11 11 11 11 11 11 11 11 11 11 1						
	EO	18" SEL FORD	3/	1.8°	NO.		7-STRANA	WIRE C SED, HARD ESSENGE	4/11	co wi	
and promote contribution of the second	ED		3/	1.8°	NO.		7-STRANA	ED , HARD	4/11	co wi	
	EO N.Y.C.	SEL FORD	3/	I	NO.	TE: 3	7-STRANA	ED, HARD ESSENGE	4/11	co wi	

