

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

TO RECORDS CENTER: February 16, 1971

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

Penn Central Transportation Company Railroad File No. NO-DE-011

Facilities Covered: **Two 345,000-volt transmission circuit with two ground wires.**

Specific Location: **Approximately 60 feet Southwest of the center line of Van Horn Road and 1700 feet Northeast of Huron River Drive, 5.51 miles North of Carleton, Michigan.**

R. R. Valuation Station 286 + 70 Mile Post _____

City/Village _____ Township Huron, Section 26

County Wayne Detroit Edison Plan No. RX-3903

Agreement/~~Permit~~ Date January 6, 1970 R. R. Plan No. Used DECo. Plan

Preparation Fee \$100.00 Annual Rental \$100.00 commencing January 1, 1970

Supersedes and Cancels Agreement dated _____ R/W No. _____

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

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

RECORDS CENTER
RECEIVED MAR 8 1971
TICKLER MADE
CLASSIFIED

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

RECORDED
F MAY NO. 26592

This Agreement, made this 6th day

of January, 1970, between PENN CENTRAL TRANSPORTATION COMPANY, lessee of The Connecting Railway Company, a Pennsylvania Corporation

_____ , hereinafter called First Party, and THE DETROIT EDISON COMPANY, a New York Corporation

_____ hereinafter called Second Party,

Witnesseth, that the parties hereto, in consideration of the covenants and agreements hereinafter contained, covenant and agree as follows:

First Party hereby licenses and permits, but without warranty, the Second Party, to construct, maintain, operate, repair and use two (2) 345,000 volt, 60 cycle, 6 wire, 3 phase transmission circuits with two ground wires (Crossing #1) over and across the lands, roadway and tracks of First Party at valuation station 286+70, located at a point 5.51 miles north of the valuation station of Carleton, Michigan; said facilities to be constructed, maintained, operated, repaired and used in accordance with drawing number RX-3903 submitted by Second Party and approved by First Party at the point shown on the location plan.

RECORDED RIGHT OF WAY NO. 26570

which is hereto attached and hereby made a part of this instrument, all of which is hereinafter referred to as the "WORK," upon the following terms and conditions, all of which Second Party covenants and agrees to keep, abide by and perform:

FIRST: Said WORK shall be done at such time or times, in such manner, with such material and under such general conditions as shall be satisfactory to and approved by the Chief Engineer of First Party, or his duly authorized agent, and as will not interfere with the proper and safe use, operation, and enjoyment of the property and railroad of First Party. Second Party shall after the doing of said WORK restore the premises of First Party to the same or as good a condition as they were in prior to the commencement of the doing of said WORK.

SECOND: All the work to be done by Second Party, or by the contractors, agents or servants of Second Party, in connection with the doing of said WORK, or in connection with the repair, renewal or maintenance thereof, shall be done at the sole risk and expense of Second Party, and the cost of all work done by First Party in connection therewith, the checking of plans and the wages of any inspectors or watchmen which, in the judgment of the said Chief Engineer of First Party, may be required during the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, for the proper and safe protection of the property, traffic and business of First Party, shall be paid to First Party by Second Party, upon bills being rendered therefor. Second Party 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.

THIRD: First Party may, at its election, do all the work within the exterior lines of its lands in connection with or necessary for the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, through its lands and across its roadway and tracks, and all of said WORK shall be paid for by Second Party as hereinbefore provided.

FOURTH: Second Party shall, if requested so to do by First Party, advance to First Party the estimated cost of said WORK, and upon the completion of said WORK, the unexpended balance, if any, shall be returned to Second Party, or if the sum advanced by Second Party to First Party is insufficient to pay for the cost of said WORK, then Second Party shall pay to First Party such additional sum as was necessary to complete said WORK, upon being furnished by First Party with a detailed statement of the amount and cost of such additional work.

FIFTH: Whenever it may be necessary to make any repairs to or renewals of said WORK in or upon the premises of First Party, such repairs or renewals shall be made under the supervision and control of said Chief Engineer of First Party, or his duly authorized agent, at the sole expense of Second Party, in such a manner as to interfere as little as possible with the premises, property and business of First Party, and Second Party shall, at the cost and expense of Second Party, restore the premises of First Party to the same or as good a condition as they were in prior to the making of such repairs or renewals; or First Party may, at its election, make such repairs or renewals, and the expense thereof shall be paid to it by Second Party, as hereinbefore provided.

SIXTH: Second Party shall at all times hereafter assume all liability for, and pay and indemnify and save harmless First Party from and against any and all damages, losses, claims, demands, suits, costs, or expenses which First Party may suffer, sustain, or be subject to, directly or indirectly, caused either wholly or in part by reason of the location, construction, maintenance, use or presence of said WORK as permitted by this license or resulting from the removal thereof, except such as may be caused by the sole negligence of First Party, its agents, or employees.

SEVENTH: This agreement and the license and privilege it confers may be revoked and terminated at the option of First Party at any time by giving thirty (30) days' written notice to Second Party ~~or by posting such notice in a conspicuous place where said WORK has been done~~; and upon the expiration of said thirty (30) days after service of such notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and thereupon, Second Party shall remove said WORK from the premises of First Party and restore same to their former condition at the expense of Second Party, or on the failure of Second Party so to do, First Party may remove said WORK at the expense of Second Party, which the latter hereby expressly agrees to pay on demand.

RECORDED RIGHT OF WAY NO. 26572

EIGHTH: It is understood and agreed by and between the parties hereto that if, at any time or times hereafter, First Party shall desire to make any changes in its tracks, structures, roadbed or other facilities at the point of crossing, or make any changes whatever, in, to, upon, over or under the premises owned, controlled or leased by said First Party, and crossed or in any way affected by the WORK of Second Party under this agreement, then Second Party shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from First Party, make such changes in the location or construction of its said WORK, as in the judgment of the Chief Engineer of First Party may be necessary to accommodate any future construction, improvements or changes of said First Party.

NINTH: It is agreed that in no event shall any wires, pipes or other structures, except those herein mentioned and shown on the print hereto attached, be strung or placed across the tracks or upon the property of First Party, without express permission so to do, in writing from said First Party, to that effect; and that in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission for the stringing and placing of such additional wires, pipes or other structures, apply to and cover the same with the same effect as if the right to string or place them had been incorporated in this agreement.

TENTH: It is understood and agreed by and between the parties hereto, that if at any time during the continuance of this agreement, Second Party hereto removes, abandons or discontinues the use of the WORK hereinabove referred to, this agreement and all rights hereby conferred upon said Second Party shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other or further action on the part of either party; and Second Party covenants and agrees that, in case the said WORK hereinabove referred to is at any time during the continuance of this agreement discontinued or abandoned, said Second Party shall, within sixty (60) days after the abandonment or discontinuance of said WORK, actually remove said WORK from the premises of First Party hereto, or cause it to be removed, and, if after the expiration of said sixty (60) days, the said WORK is not actually removed, it is understood that First Party hereto may forthwith remove the same at the risk and expense of Second Party, and without being in any manner liable to said Second Party for such removal, and Second Party covenants and agrees to pay to First Party hereto the cost of such removal upon the receipt of bill therefor rendered to Second Party.

ELEVENTH: Second Party agrees to pay to First Party, (1) the sum of \$ 100.00 as a preparation fee, and (2) as rental for the privilege herein granted the sum of \$100.00 per annum, beginning on the first day of January, 1970 and thereafter annually, in advance, during the term and continuance of this permit.

26570

The covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto respectively.

In Witness Whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

PENN CENTRAL TRANSPORTATION COMPANY

By C E Defendorf
Chief Engineer

AS TO
FORM
PEN

DETROIT EDISON COMPANY

By R. Q. Duke
It's R. Q. Duke, Director
Buildings and Properties Department

Amended 10/9/10

J. W. Bumble

RECORDED RIGHT OF WAY NO. 26570

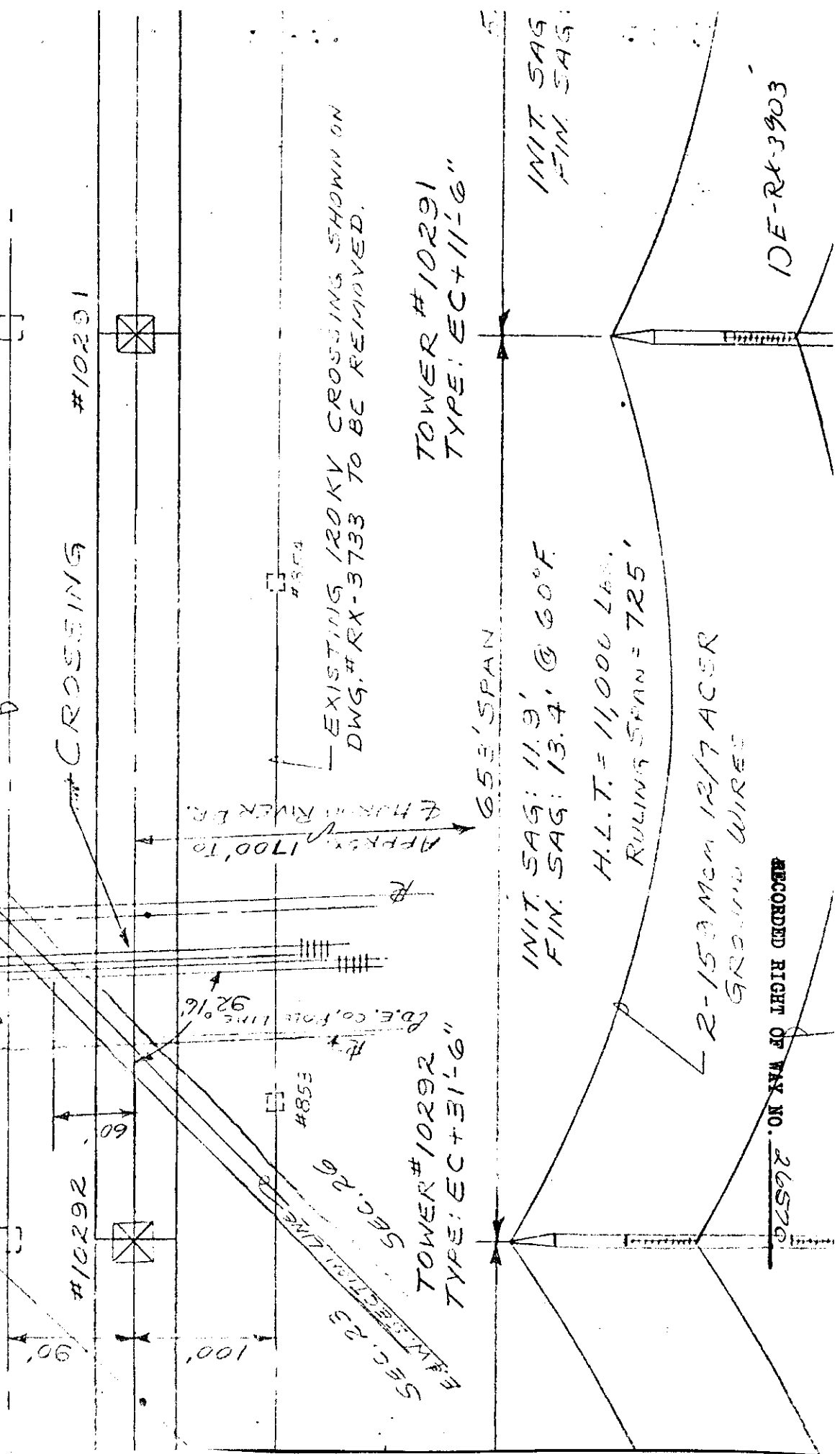
EMOYNE

FILE NO-DE-011
VS-321

6
XING STA. 286+70±
5.5 MILES NORTH OF
CARLETON, MICH

PROP. RELOCATION OF 120KV
CROSSING SEE DWG. RX-3733A.

PENN CENTRAL CO
(PENN) RAILROAD
SIGNAL WIRE



RECORDED RIGHT OF WAY NO. 265726

DE-RX-3903

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

October 13, 1970

Railroad File No. NO-DE-011

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 agreement/~~permits~~ in duplicate, covering our facilities over your tracks and ~~for~~ right of way as shown on our Plan RX-3903, and located as follows: **Crossing No. 1** Approximately 60 feet Southwest of the center line of Van Horn Road and 1700 feet Northeast of Huron River Drive, 5.51 miles North of Carleton, Michigan.

Railroad Valuation Station 286 + 70

City/Village _____ Township, Huron, Section 26
County Wayne _____ The agreement/~~permits~~ has been signed for our Company.

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

Yours very truly,



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

P.S. We will appreciate your billing us for the preparation fee under this agreement with your first invoice covering the annual rental. This has been normal procedure.

HB:dmk

26570

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226
December 4, 1969

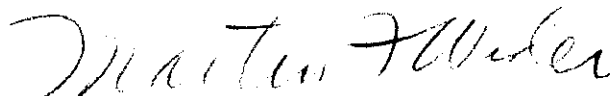
Permit No. ED2-8-6363

Michigan Public Service Commission
Lansing 13, Michigan

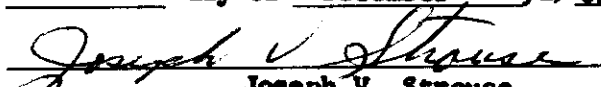
Gentlemen:

I, Martin F. Wider, Superintendent of Transmission Div.
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing, covered by Wire Crossing Permit No. ED2-8-6363,
issued 4-11-69, has been constructed in accordance with
specifications of the Michigan Public Service Commission and construction
standards of The Detroit Edison Company, approved by Michigan Public Service
Commission on July 19, 1939, file ED 2-9.01, and that this crossing will be
maintained as provided in such specifications and construction standards.

Yours very truly,



RX No. 3903
Location Section 26, Huron
Twp., T4S, R9E, Wayne County
Railroad Penn Central

Subscribed and sworn to before me this
4th day of December, 19 69.

Notary Public, Wayne
County, Michigan.
My Commission expires 1-23-71

R.R. Waiver File No. NO-DE-011
Valuation Station 286 + 70
JVS:mls

26570.

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

April 9, 1969

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 ~~Penn Central Railroad in Section 26, Sharon Township T 4 S, R 9 E, Wayne County, Michigan.~~

Two 345,000 volt Transmission Circuits with two ground wires over tracks of Penn Central Company located approximately 60 feet Southwest of the center line of Van Horn Road and 1700 feet Northeast of Sharon River Drive, Railroad Valuation Station 286 + 70, (3.51 miles North of Carleton).

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 is a waiver of hearing granted by the Railroad Company. Dated 4-3-69
File NO-DE-011
- 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- **1903**

JVS/hb

Permit No. 2-8-6363

Date 4-11-69

By _____

Yours very truly,

I. W. Gamble
I. W. Gamble *ILB*

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

Check in circle indicates statement applicable.

Copy of this application to the Michigan Public Service Commission and to the railroad.

RECORDED RIGHT OF WAY 26570

STATE OF MICHIGAN
Office of the Michigan Public Service Commission

SS.

Earl B. Klomparens

I, ~~Knight D. McKee~~, Secretary of the Michigan Public Service Commission Do Hereby Certify,
That I have compared the annexed copy of **Railroad Wire Crossing Permit**

No. ED2-8-6363

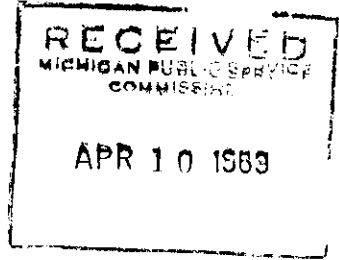
with the original, and that it is a true and correct transcript therefrom, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Commission, at Lansing, this **eleventh** day of **April** in the year of our Lord one thousand nine hundred **sixty-nine**

Earl B. Klomparens
Secretary

PROCESSED BY MAIL ROOM NO. 26570

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DATA SHEET TO ACCOMPANY DRAWING RX-3903

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the "Wayne-Lemoyne" and "Wayne-Fostoria Central" 345 KV circuits over the Penn Central Co. Railroad (Penna. R.R.) tracks located approximately 60 feet southwest of the centerline of Van Horn Rd. and 1700 feet northeast of Huron River Drive in Section 26, Huron Township, Wayne County, Michigan.

Circuits

Two 345,000 volt, 60 cycle, 6-wire, 3 phase transmission circuits with two ground wires.

Towers and Crossarms

As per attached prints No. EC

Conductors

Two 954 MCM 54/7 ACSR conductors per phase with 18" sub spacing, and two 159 MCM 12/7 ACSR ground wires.

Insulators

17 - 5 3/4" x 10" O.B. No. 32440 or equivalent in suspension.

Guy and Guy Attachments

None

Guy Clamps and Insulators

None

Guy Anchor and Anchor Rods

None

Suspension Details

As per attached drawing No. ED-5924 Rev. 8-21-68.

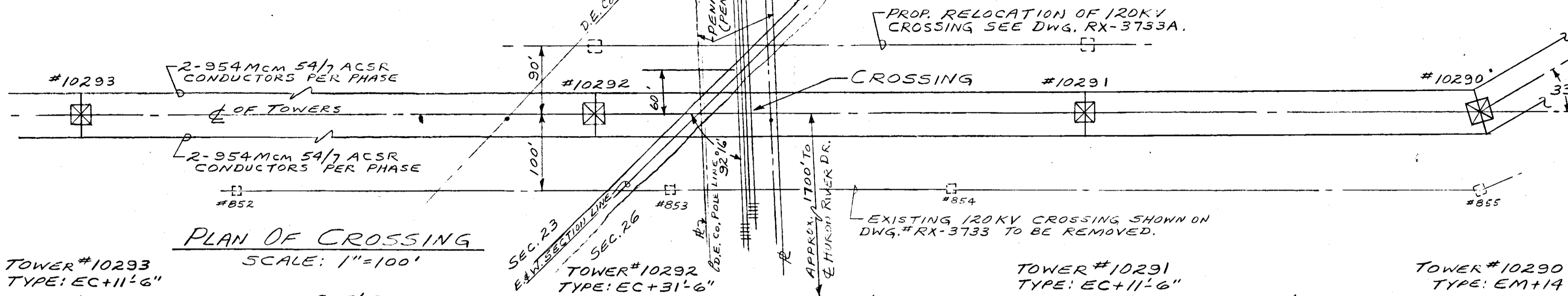
RECORDS PRINTING DEPARTMENT
26570

General Engineering Department
MLF:esm 9-12-68

"WAYNE-FOSTORIA CENTRAL" & "WAYNE-LEMOYNE"

345 KV CIRCUITS

NORTH ARROW

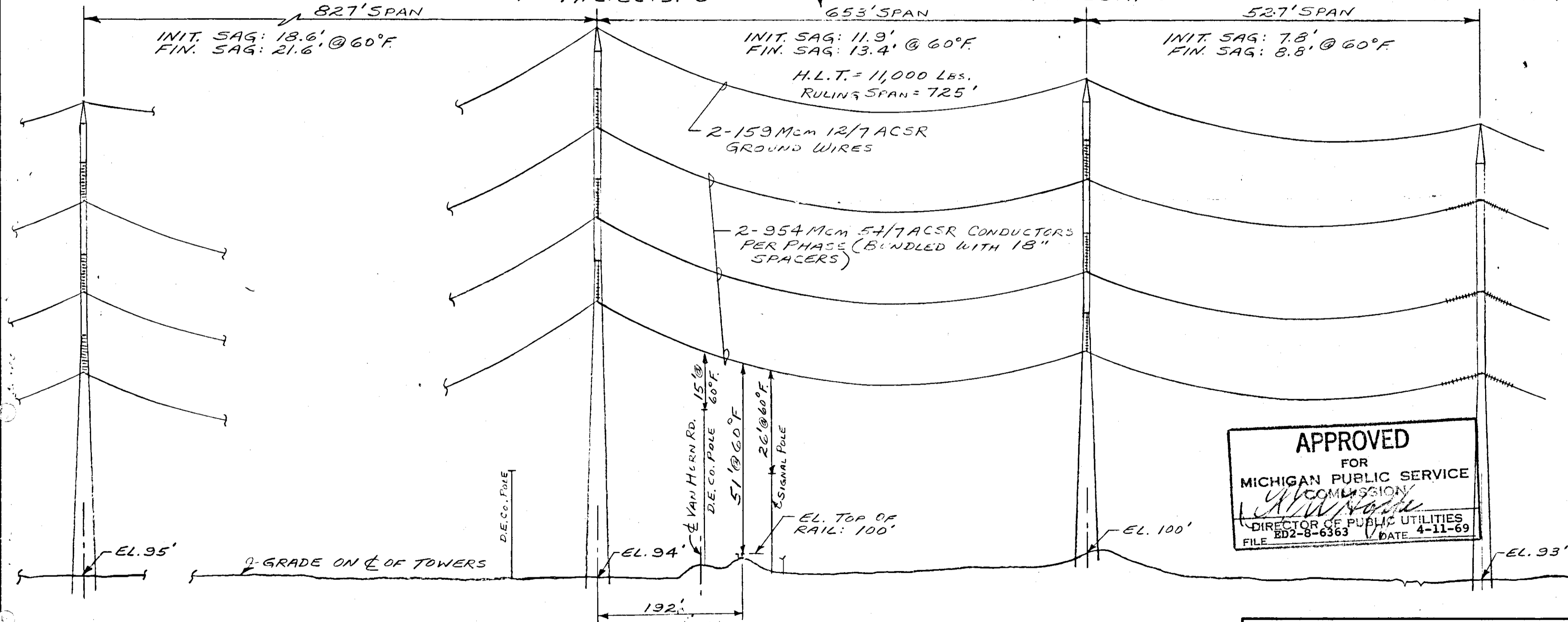


TOWER #10293
TYPE: EC+11'-6"

TOWER #10292
TYPE: EC+31'-6"

TOWER #10291
TYPE: EC+11'-6"

TOWER #10290
TYPE: EM+14



ELEVATION OF CROSSING

SCALE: HOR. 1"=100'
VER. 1"=20'

NOTE:
FOR 345 KV SUSPENSION DETAILS
SEE DWG. NO. ED-5924 REV. 8/21/68.

APPROVED
FOR
MICHIGAN PUBLIC SERVICE
COMMISSION
DIRECTOR OF PUBLIC UTILITIES
FILE ED2-8-6363 DATE 4-11-69

THE DETROIT EDISON COMPANY
PLAN SUBMITTED TO
MICHIGAN PUBLIC SERVICE COMMISSION
FOR 345,000 VOLT CROSSING
OVER PENN. CENTRAL CO. (PENNA.)
DRAWN BY M.L.F. DATE 9-27-68
APPROVED BY [Signature] DATE 9-17-68

PERMIT NO. ED	DRAWING NO. RX-3903
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CITY _____
COUNTY WAYNE
TOWNSHIP HURON
T.4S.-R.9E
SECTION NO. 26

RECORDED RIGHT OF WAY NO. 26570