INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

TO I	RECORD	S CEN	TER:
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March 23, 1971

Attached is fully executed copy of agreement/permitsfrom:

Penn Central Transportation Company

Railroad File No. MN-DE-24

Facilities Covered:

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

Specific Location:

In private property 450 feet North of Huron River and 1500 feet South of Superior Road.

R. R. Valuation Station	Mile Post 2267' E. of M.P. D32/253C
City/Village	Township Superior
County Wash tenaw	Detroit Edison Plan No. RX-4065A
Agreement Avenux Date No	evember 20, 1970 R. R. Plan No. Used DECo. Plan
Preparation Fee\$100.00	Annual Rental \$100.00 commencing Nov. 1, 1970
•	ement dated August 31, 1945 R/W No. 11284 (Item No. 3) ement and is to be made a part of R/W
	n Railroad Permit Noto be made a part
BECORDER	, , , , , , , , , , , , , , , , , , , ,
AFR 20 '71	To Gamble Des
	I. W. Gamble, Supervisor of Rights of Way Real Estate and Rights of Way Department
CN:dmk	

DE FORM PD 189 2-64 CS

SE141.

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made this twentieth

day of November

, 1970

between George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in reorganization under Section 77 of the Bankruptcy Act,

part of the first part (hereinafter called "Railroad") and THE DETROIT EDISON CO., a New York Corporation.

. as party of the second part (hereinafter called "Licensec").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 120,000 KV

transmission circuit with one (1) ground wire over and across the lands, roadway and tracks of Railroad at Valuation Station 1668+00±, located 2267 ft. East of Nile Post D32/253C, at a point 2.15 miles west of the Station of Ypsilanti, Mich.

in accordance with construction plans RX4065A submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. EN-DE-24 , dated November 12, 1970 , marked Exhibit "A", attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

- 1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of one hundred Dollars (\$100.00) as reimbursement for the costs and expenses incident to the preparation of this Agreement, together with the further sum of one hundred Dollars (\$100.00) per year as minimum annual rental, which said sum shall be payable annually in advance, commencing as of November 1, 1970.
- 2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided 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, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.
- (b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.
- (c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense therof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.
- 3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.
- 4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.
- (b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

- 5. (a) The sup vision over the location of the consection work and inspection of the FACHLITIES and the approval of the material used in consecution, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.
- (b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Railroad.
- 6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.
- 7. (a) It is understood between the parties hereto that the operations of the Railroad at or near said FACILITIES involve some risk, and the Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the FACILITIES (and contents thereof) of the Licensee that are over, under, upon, or in the property and facilities of the Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of the Railroad or otherwise.
- (b) And the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACHATIES in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.
- (c) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.
- 8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.
- 9. The Licensee shall, at its sole cost and expense, upon request in writing of the Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad 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 Licensee shall make such adjustments or relocations in
its facilities as are over, upon or in the property and facilities of the Railroad as may be required
by the said Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith,
then the duly authorized agents of the Railroad may make such repairs or adjustments or changes
in location and provide necessary material therefor.

- 10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensce hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property, and right-of-way and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.
- 11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.
- 12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.
- 13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.
- 14. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page one without the consent and agreement in writing of the Railroad being first had and obtained.
- 15. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this agreement and the permission and privilege hereby granted shall absolutely cease and terminate.
 - 16. This Agreement shall take effect as of the first day of November A.D. 1970.
- 17. This Agreement supersedes and cancels as of the effective date hereof, item three (3) of a prior agreement between the same parties dated August 31, 1945 Registry Number 80399-4 covering similar facilities at same location; except as to any payments, obligations, or liabilities already accrued and due by the licensee to the Railroad thereunder. Items one (1) and two (2) on agreement are cancelled by an agreement dated November 20, 1970.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 14 of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

WITNESS:

Fichard P. Dennis

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

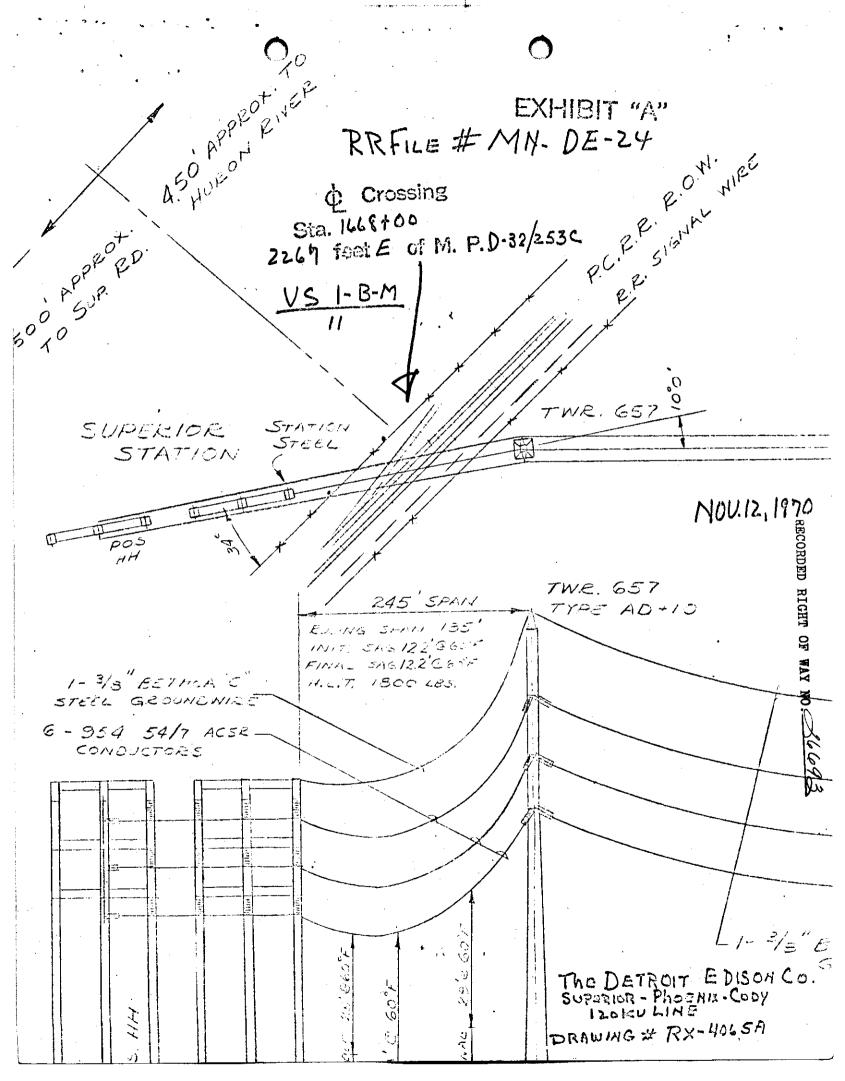
C. E. Defenderf, Chief Engineer

THE DETROIT EDISON COMPANY

LAW DEPARTMENT

Obran Lean

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



RECORDED RIGHT OF WAY NO

Ribertain emper Charles II

XXXXXXXXXX

April 29, 1974 File: 127

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

Boar Mr. Arnold:

Referring to conference held in our office on April 26, 1974, we are attaching your System Utility Account Rental Statement for Yolio 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.

PERS CENTRAL TRASEPORTATION COMPANY

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

bet W. H. Couch (2)

Copy of revised bill is attached 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

Acct. No. - Folio 127 - July 1973

	Leased Line				_
Rent No.	Or Owning Company	Property Location	Agmt. Date	Amount Due	Type
X571223	M. C. R.R. Co.	Monroe, Mich.	4-15-68	\$ 150.00	1
X571224	P. C. T. Co.	Monroe, Mich.	4-15-68	150.00	1
X571226	M. C. R.R. Co.	Wayne, Mich.	7-15-68	150.00	1
X571227	11	Wayne, Mich.	7-15-68	75.00	1
X571228	11	Detroit, Mich.	7-15-68	87.00	. • A
X571694	tt	Wayne, Mich.	1- 7-70	75.00	. 1
X571695	11	Ecorse, Mich.	1- 8-70	75.00	. 1
X571696	H .	Utica, Mich.	1- 9-70	75.00	.1
X571697.	P. C. T. Co.	Utica, Mich.	10- 6-70	450.00	A
X571698	H.	Utica, Mich.	10-19-70	100.00	A
X571699	II	Ann Arbor, Mich.	12- 4-70	75.00	1
X571700	M. C. R.R. Co.	Wayne Jct., Mich.	12-21-70	150.00	1
X571701	P. C. T. Co.	Ypsilanti, Mich.	11-20-70	150.00	• A
X571702	Conn. Ry. Co.	Carleton, Mirh.	1- 6-70	150.00	1
X571710	P. C. T. Co.	Ypsilanti, Mich.	11-20-70	150.00	· 2
X571712	11	Trenton, Mich.	10- 5-70	100.00	В
X571727	M. C. R.R. Co.	Utica, Mich.	3-17-71	200.00	В
X571738	H	Monroe, Mich.	3-12-71	150.00	2
X571740	H .	Monroe, Mich.	3-16-71	150.00	2
X571741	17	Columbiaville, Mich.	3-11-71	75.00	2
X571742	P. C. T. Co.	Trenton, Mich.	3-16-71	152.00	В
X571752	11	Rockwood, Mich.	6-11-71	75.00	2
X57176'4	H .	Detroit, Mich.	7- 6-71	75.00	2
X571773		Petersburg, Mich.	5-29-26	47.00	· A
X571780 '	M. C. R.R. Co.	Lapeer, Mich.	9-30-71	75.00	2
X571781	tf	Dearborn, Mich.	10- 1-71	416.00	В
4370458	P. C. T. Co.	Deerfield, Mich.	4-30-45	25.00	1 .
4370459	u u	Ida, Mich.	8- 1-62	Cancelled	٠
X571784	M. C. R.R. Co.	Detroit, Mich.	9-30-71	150.00	2
X571799	P. C. T. Co.	Petersburg, Mich.	9-30-71	75.00	2
X571800	M. C. R.R. Co.	Lapeer, Mich.	2-25-72	75.00	2
X571801	11	Chelsea, Mich.	1- 5-72	75.00	2
X571802	P. C. T. Co.	Detroit, Mich.	1-18-72	25.00	В
X571803	. ft	Petersburg, Mich.	1- 7-72	75.00	2
X571809	. 11	Monroe, Mich.	1-13-72	150.00	2
X571810	11	Newport, Mich.	3-13-72	75.00	2
X571811	M. C. R.R. Co.	LaSalle, Mich.	1-12-72	150.00	2
X571812	11	Chelsea, Mich.	1- 6-72 .	150.00	2
X571816	11	Rochester, Mich.	2-28-72	75.00	2
X571817	i u	Caro, Mich.	2-28-72	112.00	В
X571818	11	Detroit, Mich.	3-14-72	1,567.00	В
X571855	. 11	Dearborn, Mich.	7-28-72	1,540.00	
X571856	II .	Wayne Jct., Mich.	7-20-72	25.00	В
X571857	tf	Metamora, Mich.	8- 4-72	150.00	. 2

Philadelphia, Pa.

Revised: April 29, 1974

To:

Records Center

July 24, 1978

From:

Doreen McLain

Real Estate and Rights of Way Department

Subject:

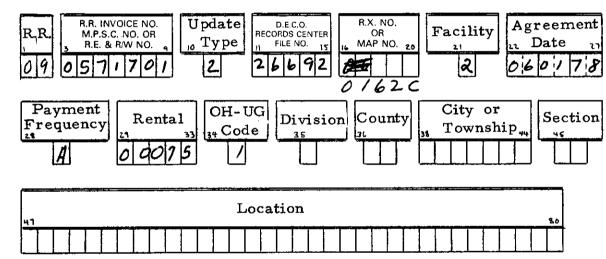
Revision of Subtransmission R/W crossing the

Consolidated Rail, Section 31, City of Ypsilanti,

SE 1/4, Superior Township, T2S, R7E, Washtenaw

County, RX-162C

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.



Update Type Codes

1 = New Agreement

2 = Revised Agreement

3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective June 1, 1978

A. Hackbou

cc: (Accounts Payable

T. SMART Service Planning

System Engineering

Transmission & Distribution

DE FORM RR-15 3-76CS

RECORDED RIGHT OF WAY 26693

CONSOLIDATED RAIL CORPORATION

1528 Walnut St. - 8th Fl.

PHILADELPHIA, PENNSYLVANIA 19104

Telephone: 215 893-6396

Assistant Vice President

July 19, 1978 File: DE-281

Detroit Edison Company 2000 Second Avenue 48226 Detroit, Michigan

Attention: John A. Haddow

Public Agency Coordinator

Gentlemen:

Attached, for your records, is fully executed copy of an agreement between your Company and our Corporation dated June 1, 1978 covering one circuit. 40,000-volts consisting of three conductors at Valuation Station 1669+80+, at a point 2.18 miles west of the Station of Ypsilanti, Michigan.

Please contact R. D. Lowery, Engineer of Construction, Chicago, Ill. Telephone: 312-236-7200, x2400 at least seven (7) working days prior to desire to start work. No work can begin until this is done and authorization obtained from Mr. Lowery.

Very truly yours,

12M (Jyr. R. W. Orr for (796) Assistant Vice President

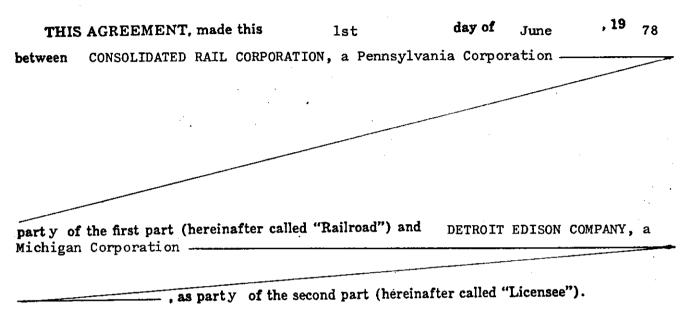
attachment

CFM/d

This is avenuval. Doeumont Traparation fei charged because they had to revise doe & send engineers out to chick an change in crossing

RECORDED RIGHT OF WAY 26693

TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS



WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) circuit, 40,000-volts consisting of three (3) conductors over and across the land, roadway and tracks of Main Line Suspension Bridge-Chicago of Railroad (formerly held by The Michigan Central Railroad Company) at Valuation Station 1669+80+, located 2087 feet east of Mile Post 32, at a point 2.18 miles west of the Station of Ypsilanti, Washtenaw County, Michigan.

in accordance with construction plans RX-162-C submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. DE-281 , dated April 12, 1978 , marked Exhibit "A", attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of Two Hundred Dollars (\$ 200.00) as reimbursement for the costs and expenses incident to the preparation of this Agreement, together with the further sum of Seventy-Five Dollars (\$ 75.00) per year as minimum annual rental, which said sum shall be payable annually in advance, commencing as of June 1 , 19 78. Railroad reserves the right to make adjustments in these rental charges.

- 2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided 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, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.
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- (c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense therof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.
- 3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.
- 4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.
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- 5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.
- (b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Railroad.
- 6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.
- 7. (a) And the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.
- (b) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.
- 8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.
- 9. The Licensee shall, at its sole cost and expense, upon request in writing of the Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad 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 Licensee shall make such adjustments or relocations in
its facilities as are over, upon or in the property and facilities of the Railroad as may be required
by the said Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith,
then the duly authorized agents of the Railroad may make such repairs or adjustments or changes
in location and provide necessary material therefor.

- 10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property, and right-of-way and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.
- 11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.
- 12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.
- 13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.
- 14. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page one without the consent and agreement in writing of the Railroad being first had and obtained.
- 15. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this agreement and the permission and privilege hereby granted shall absolutely cease and terminate.
 - 16. This Agreement shall take effect as of the First day of June A.D. 19 78.
- 17. This Agreement supersedes and cancels as of the effective date hereof, a prior Agreement between the Trustees of Penn Central Transportation Company and the Detroit Edison Company dated November 20, 1970, Registry Number 159,904, covering similar facilities at the same location; except as to any payments, obligations or liabilities already accrued and due by the Licensee to the Railroad thereunder.

RECORDED RIGHT OF WAY 26693

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 14 of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

WITNESS:

CONSOLIDATED RAIL CORPORATION

Challe II Mayer

R. W. Orr

Assistant Vice President - Contracts

WITNESS:

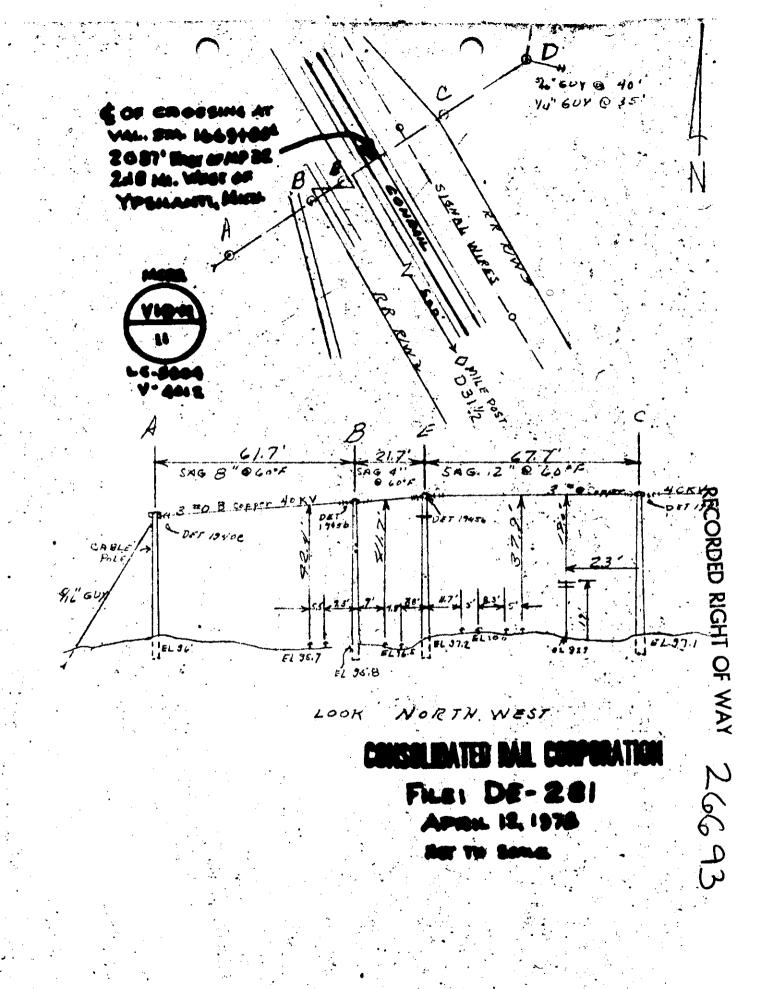
DETROIT EDISON COMPANY

JOHN A. HADDOW

Its

ROBERT R. TEWKSBURY, DIRECTOR Real Estate and Rights of Way Dept.

0;





July 6, 1978

Mr. R. W. Orr Assistant Vice President-Contracts Consolidated Rail Corporation 8th Floor 1528 Walnut treet Philadelphia, PA 19104

Dear Mr. Orr:

In private property 3/4 miles west of Superior Road and 1 mile south of Geddes Road, City of Ypsilanti, Section 31, SW ½, T2S, R7E, Washtenaw County

City/Village_	Ypsilanti	Township. <u>Superior</u>	 •
•		. The agreement/permit has been signed f	OΓ
our Company.		,	

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

Yours very truly, Em S. Kkuololou

John A. Haddow Public Agency Coordinator





June 13, 1978 File: DE-281

Detroit Edison Company 2000 Second Avenue Detroit, MI 48226

Attention: John A. Haddow

Public Agency Coordinator Real Estate & Rights of Way

Gentlemen:

Attached, in duplicate is proposed agreement dated June 1, 1978, between your Company and our Corporation covering one circuit, 40,000 volts consisting of three conductors at V.S. 1669+80+, located 2087 feet east of Mile Post 32, at a point 2.18 miles west of the Station of Ypsilanti, Michigan.

Please arrange to have these copies executed and witnessed, and returned to this office for similar handling by our Corporation. A fully executed copy will be sent to you in due course for your records. No work on our property can begin until you are in receipt of the fully executed agreement. We will appreciate your prompt handling.

Your draft in the amount of \$ 200. to cover the preparation or consideration fee under this agreement is to be forwarded when these copies of the agreement are returned by you.

You will be billed for any annual charges involved.

Very truly yours,

R. W. Orr Assistant Vice President-Contracts

CFM/c



April 5, 1978

CONSOLIDATED RAIL COPORATION
Mr. A. A. Orr
Assistant Vice PresidentContracts
Room 601 - Six Penn Center Plaza
Philadelphia, PA 19104

Dear Mr. Orr:

RE: Railroad File DE-281
Agreement dated November 20, 1970
Detroit Edison RX-1620

This is a somewhat belated response to your October 7. 1977 letter regarding the removal of Span Y-D and X-Y.

I am enclosing copies of the original sketch and permit dated November 20, 1970. At this location we are removing only X-Y and Y-W. The balance of the crossing will remain intact.

This is the only information I have on this crossing. Therefore, will you please remove Spans Y-D and Y-Y.

Very truly yours,

John A. Haddow Public Agency Coordinator

Real Estate & Rights of Way

JAH/dm Attach.

ACKNOWLEDGED:

CONRAIL



Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

Attention: J. A. Haddow, Public Agency Coordinator Real Estate of Right of Way

Gentlemen:

Please refer to your letter dated July 14, 1977, your reference RX-162B, regarding changes to facilities under an agreement dated November 20, 1970, in the vicinity of Ypsilanti, Michigan.

Neither the plan submitted, or the plan attached to the foregoing agreement, coincide with our right of way plans showing property lines at this point. Our records indicate a property width of 100 feet with lines parallel to the main tracks.

Please review and advise for our further handling, furnishing scale plan of location.

Very truly yours,

R. W. Orr See Jolh Assistant Vice President-Contracts

8th floor 1528 Walnut Street (215) 893-6387

RM/c

IO/17/77

F. HOFFMAN - 75060

PLEASE PRINCE THE CKOSSING

WITH THE COMMENTS OF THE RAIL ROAD

IN MINED. DIESSE LET MC ISNOW

So I MAY RESPOND TO THE RAIR ROAD

YARDOOU

Teery,

Could you cleck this cooning as it was serised. There is a conflict fetween our seconds and Consail Conf. Send complete package tack to me.

Tean Hifford

FRANS

ALONG WITH RX 16Z IS ROW 11ZE4. THERE JAMPS BE SOME CONFUSION WITH THE RAILROAD. WITH THE RAILROAD. WITH THE RAILROAD. WE DID HAVE SYS. COM. STARTING AT POLE B AND RUNDING CAST ALONG THE SOUTH SIDE OF RAILROAD. THIS HAS NOW BEEN REMOVED ON DEPT. DRDER B-39173. THE WIRE CROSSING THE TRACKS WAS REMOVED ON DEPT. DRDER.

If YOU NEED MORE INFORMATION GIVE ME A CALL.

TERRY SMART 185-342



July 14, 1977

CONSOLIDATED RAIL CORPORATION
Mr. R. W. Orr
Assistant Vice President Contracts
Room 601 - Six Penn Center Plaza
Philadelphia, PA 19104

Dear Mr. Orr:

RE: Railroad File No. MN-DE-32 Agreement Dated Nov. 20, 1970 Detroit Edison RX-162B.

As of this date, Spans Y-D and X-Y, Six No. 8 B copper wires for system communications have been removed from the above agreement dated November 20, 1970.

Spans A-B, B-C, and E-C - three No. 0 B copper 40,000 volt wires will remain the same.

The location is in private property 3/4 miles west of Superior Road and 1 mile south of Geddes Road, City of Ypsilanti, Section 31, SW & Township of Superior, T2S, R7E, County of Washtenaw.

Please acknowledge this letter by your signature below.

Very truly yours,

TH/ dres

John A. Haddow Public Agency Coordinator Real Estate & Rights of Way

ACKNOWLEDGED:

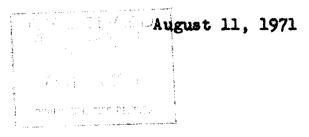
JAH/dm Attach.

IN PRIVATE PROPOSED LINE CROSSING OVER PENK LEWICH IN PERSON ESISON COMPANI NEAREST POLE TO RAIL MATERIALS SHALL SE AS NOTED IN THE DETROIT ROISON COMPANYS GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1888. WIRES OVER TRACKS ACTUAL PIELD DIMENSIONS MAY YARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1879 OF MICHIGAN PUBLIC SERVICE COMPLIED WITH VIGE COMPLIED WITH BECTION SA WIRES OVER R R SIGNAL CTION SI SEE 14 SPAN LENGTH BEIBERT) MINIMUM CLEARANCES REVISED OVER R.R. TRACKS MINOF APERAXIEINTES TAN TOWNSHIP SUPERIOR 750 - 15.000 VOLTS 15.000 \$0.000 VOLTS 0-750 VOLTS 750-8,700 VOLTS 8,790-80,000 VOLTS Removes 4-25-77 NOX. NOTE MAIN LINE SPANS STRINGING SAG POLE YOU \$4 KO 1. 777 # 4 7 7 333 to SMART ROND CHE'S LANGER DESIGNED BY I, SMART W. OF SMEN CON SOLITON SHIK STIE MOTIVOE SPANS 3 0 REMOVED OMPANY EXISTING PERMIT NUMBER ED-2-8-1584 PANA BE APPROXIMATELY 1991-E NWI ON A.C. MAP 20: 18 TE COUNTY WASHIENAW CONDUCTORS BC4 40,000 J-7318-Communication R.R. TRACKS R.R. SIGNAL WINE OVERHEAD LINES DEPT. AND SLEAGE ENGINEERING DEPT. LOCATION LEMBER GLASS 540 So DATE # 27.22 162C -8,"64 POLE ELSC DET 1340C 3 40 B copper 40 SAG 8 "OCo.k X007 ₩ ₩ NORTH WEST C ZHIECUD ZHIECUD A G N 14' 60V D

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

August 13, 1971



Michigan Public Service Commission Lansing Michigan

Gentlemen:

of The Detroit Edison Company, Detroit, Michigan, hereby certify that the wire crossing, covered by Wire Crossing Permit No. ED 2 6601 issued 12/8/70 , 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,

M + Weiles

RX No. LO65A Section 31	Subscribed and sworn to before me this
Location Typs. of Superior	13th day of August 191
	Curtie G. Noles
Railroad Central Railroad	Notary Public, Wayne County, Michigan.
R.R. Val. Sta. 1668 + 00 Mile Post - 2267 ' E of M.P. D32/2530	My Commission expires January 5, 1975

RECORDED RIGHT OF WAY NO. CO

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

Year De	tate and system or any	
TO RECORDS CENTER:	Merch 23, 1971	
Attached is fully executed co	opy of agreement/permit from:	:
Penn Central Transports		Railroad File No. MH-DE-24
Facilities Covered:		
One 120,000-volt transm	ission circuit with one	ground wire.
-		
Specific Location:		
In private property 450 of Superior Road.) feet North of Huron Ri	ver and 1500 feet South
	·	

R. R. Valuation Station.	1668 + 00 Mile Post 2267' E. of M.P. D32/253C
City/Village	TownshipSuperior
County	Detroit Edison Plan NoRX-4065A
Agreement XXXXXX Date.	Movember 20, 1970 R. R. Plan No. Used DECo. Plan
Propagation Fee \$10	00.00 Annual Rental \$100,00 commencing Nov. 1, 197
Supersedes and Cancels	Agreement dated August 31, 1945 R/W No. 11284 (Item No. 3)
This is a Supplemental	Agreement and is to be made a part of N/W
Attached Grand Trunk V of R/W No. 9064.	Western Railroad Permit Noto be made a part

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

CH:dak

Return to Real Estate and Rights of Way Department

DE FORM PD 189 2-64 CS



PENN CENTRAL

PENN CENTRAL TRANSPORTATION COMPANY Room 601 6 Penn Center Plaza PHILADELPHIA, PENNSYLVANIA 19104

CHIEF ENGINEER

DATE:

March 17, 1971

FILE:

MN-DE-24

The Detroit Edison Co. 2000 Second Ave. Detroit, Mich. 48226

Attention: Mr. I. W. Gamble

GENTLEMEN:

ATTACHED, FOR YOUR RECORDS, IS FULLY EXECUTED COPY OF AN AGREEMENT BETWEEN YOUR Company AND OUR COMPANY DATED Nov. 20,1971, COVERING ONE 120,000 KV transmission circuit with ground wire at Upsilanti, Mich.

Preparation fee not received.

VERY TRULY YOURS,

C. E. DEFENDORF,

CHIEF ENGINEER

ENCL.

RECORDED RIGHT OF WAY NO. 26693

RECORDED RIGHT OF WAY NO. 26693

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

March 12, 1971

Bailroad	File No.	MN-DE-24	
Hambau	LUCIO	MIT - 1115 - Z-	

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:

Yours very truly,

L. r. Saulle

I. W. Gamble Supervisor of Rights of Way Real Estate and Rights of Way Dept.

CN: dmk



PENN CENTRAL

PENN CENTRAL TRANSPORTATION COMPANY ROOM 600 6 PENN CENTER PLAZA PHILADELPHIA, PENNSYLVANIA 19104

CHIEF ENGINEER

DATE: February 22, 1971

FILE: MN-DE-24

FEB 2 6 1971

The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

GENTLEMEN:

ENCL.

ATTACHED, IN DUPLICATE, IS PROPOSED AGREEMENT DATED 11-20-71 AND OUR COMPANY COVERING one transmission circuit and ground wire at V.S. 1668 + 00, Ypsilanti, Mich.

PLEASE ARRANGE TO HAVE BOTH COPIES EXECUTED AND RETURN TO THIS OFFICE FOR SIMILAR HANDLING BY OUR COMPANY. A FULLY EXECUTED COPY WILL BE SENT TO YOU IN DUE COURSE FOR YOUR RECORDS.

Your draft, in the amount of \$100.00 TO COVER THE PREPARATION OR CONSID-ERATION FEE UNDER THIS AGREEMENT IS TO BE FORWARDED WHEN BOTH COPIES OF THE AGREE-MENT ARE RETURNED BY YOU.

YOU WILL BE BILLED FOR ANY ANNUAL CHARGES INVOLVED.

VERY TRULY YOURS,

CHIEF ENGINEER

Mr. C. E. Defendorf, Chief Engineer Penn Central Transportation Company Room 600, Attention Desk No. 3 Six Penn Center Plaza Philadelphia, Pennsylvania 19105 Dear Mr. Defendorf:

This refers to our application dated June 23, 1970 sent to your Mr. W. G. Jones in Detroit, requesting permission to construct One 120,000-volt transmission circuit and One ground wire over your tracks and right of way, Plan RX-4065, approximately 450 feet South of the Huron River and approximately 1500 feet North of Superior Road, Superior Township, Washtenaw County, Michigan, your File No. MN-DE-24.

We have received your agreement dated December 15, 1970 covering the above mentioned facilities, and find that you have omitted including an additional paragraph cancelling the previous agreement dated August 31, 1945, Item No. Three (3).

We are returning your agreement in duplicate. Please have this additional pagagraph added and return the corrected agreement to our office.

Very truly yours,

J. W. Gambe

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

CN:dak

Attachments

De Jan

RECORDED RIGHT OF WAY NO. 26693



PENN CENTRAL

PENN CENTRAL TRANSPORTATION COMPANY ROOM 600 6 PENN CENTER PLAZA PHILADELPHIA, PENNSYLVANIA 19104 I.W. GAMBLE DEC 23 1978

PROP & RIW DEPT.

CHIEF ENGINEER

DATE: December 15, 1970

FILE: MN-DE-24

The Detroit Edison Co. 2000 Second Ave. Detroit, Mich. 48226

Attention: I. W. Gamble

GENTLEMEN:

ATTACHED, IN DUPLICATE, IS PROPOSED AGREEMENT DATED Nov. 20.1970 BETWEEN YOUR Company AND OUR COMPANY COVERING one, 120,000 KV Transmission circuit with one ground wire at V.S. 1668+00, Ypsilanti, Michigan.

PLEASE ARRANGE TO HAVE BOTH COPIES EXECUTED AND RETURN TO THIS OFFICE FOR SIMILAR HANDLING BY OUR COMPANY. A FULLY EXECUTED COPY WILL BE SENT TO YOU IN DUE COURSE FOR YOUR RECORDS.

YOUR DRAFT, IN THE AMOUNT OF \$100.00 TO COVER THE PREPARATION OR CONSIDERATION FEE UNDER THIS AGREEMENT IS TO BE FORWARDED WHEN BOTH COPIES OF THE AGREEMENT ARE RETURNED BY YOU.

YOU WILL BE BILLED FOR ANY ANNUAL CHARGES INVOLVED.

VERY TRULY YOURS,

C. E. DEFERDORF,

CHIEF ENGINEER

ENCL.

26693

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT 26, MICHIGAN

Movember 24, 1970

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 Company in the Township of Superior, Washtenew County, Michigan.

One 120,000-volt transmission circuit and one ground wire over the tracks of the Penn Central Railroad located 450 feet North of Huron River and 1500 feet South of Superior Road.

Railroad Valuation Station 1668 + 00

2267 feet East of Mile Post D32/253C and 2.15 miles West of the Station of Ypsilanti, Michigan.

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.

Inclosed is a waiver of hearing gra	nted by the Railroad Company. Rovember 12,319	70
Waiver of hearing by the Railroad C	ompany is covered by blanket waiver.	
This application covers reconstruct cel and supersede wire crossing per This is a new crossing.	ion of existing crossing and will canmit No. U-1732 dated shown on EX 325-211	
WB:dnk Reference number of const	ruction drawing is RX- 4065A	
	Yours very truly,	
Permit No. ED2-8-6691	100	,
Date12-8-70	I. W. Gamble	1
By MPSC	Supervisor of Rights of Way b Properties and Rights of Way B	ept.

Check in circle indicates statement applicable.

Notify A. R. Herman, Division Engineer, Jackson, Michigan (517-789-7606) at least 3 days prior to starting work, (working days prior to starting work)

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT 26, MICHIGAN

November 17, 1970

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 Company in the Township of Superior, Washtenew County, Michigan.

One 120,000 volt transmission circuit and one ground wire; over the tracks of the PC R.R. located 450 ft. North of Euron River and 1500 ft. South of Superior Road.

Railroad Valuation Station 1668 + 00

2267 feet East of Mile Post D32/253C and 2.15 miles West of the Station of Ypsilanti, Michigan.

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 Ra		
Waiver of hearing by the Railroad Company is cover	ered by blanket waiver.	
This application covers reconstruction of existing cell and supersede wire crossing permit No. \mathcal{U} - \prime		
This is a new crossing.	Jan R1325-211 胃	
HB:dak Reference number of construction drawing	ng is RX- 4065A	
	Yours very truly,	
Permit No.	J. W. Gamble	
Date		
Ву	Supervisor of Rights of Way Properties and Rights of Way Dept.	
·		

Check in circle indicates statement applicable.

Notify A. R. Herman, Division Engineer, Jackson, Michigan (517-789-7606) at least 3 days prior to starting work, (working days prior to starting work)

STATE OF MICHIGAN

BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Mire-Crossing Permit No.

In Re Application of

The Detroit Edison Company 2000 Second Avenue Betroit, Michigan 48226

Pursuant to Act No. 171 of the Session Laws of 1093, as amended, application having been made to Michigan Public Service Commission by said The Detroit Edison Company

for permission to string wires across the tracks of the Penn Central

and said

The Detroit Edison Company

having conformed to the Commission's rules governing the filing of notices and issuing of permits for the construction of electrical lines and said rail read company having valved the right of notice and hearing provided for in said act THEREFORE, It is ordered that said
The Detroit Edison Company

be permitted to string the following described wires across the tracks of said railroad at the following described place:

Township of Superior

County of Vashtenav

State of Michigan

Crossing of two (2) 120 kV, 60 Mz, 3 phase, 3 wire transmission circuits, the two circuits operating in parallel, known as Superior-Phoenix-Cody 120 kV Tower Line, with one (1) ground wire, located approximately 450' south of Muron River and 1500' north of Superior Road, Section 31, T38, R7E

6 - 954 MCM 54/7 ACSR phase conductors

1 - 3/8" Bethea "C" steel ground wire

Per Drawing 300-4065A

as indicated on the attached plans, when, as and if approved. At the point of crossing said wires shall be installed in accordance with this Commission's rules and regulations.

Given under our hands and the Official Seal of

this Commission at the City of Lansing, State day of Dec of Michigan, this eighth A.D.19 70

MICHIGAN PUBLIC SERVICE COMMISSION

Willis P. Ward

Chairman.

Countersigned

William A. Boos, Jr.

Commissioner,

Lenton G. Sculthorp

Commissioner.

2920 ON AVE SO LIDIR GREDIOGRA

Burl B. Klem

Secretery

I, Earl B. Klomparens, Secretary of the Michigan Public Service Commission Do Hereby Certify, That I have compared the annexed copy of Railroad Wire Crossing Permit

ED2-8-6691

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 eighth in the year of our Lord day of December seventy one thousand nine hundred

RECORDED RIGHT OF WAY NO.

Earl B Hornperers



PËNN CENTRAL

I. W. GAMBLE

NOV 1 7 1970

FRUP & RIW DEPT.

CHIEF ENGINEER ROOM 600 SIX PENN CENTER PLAZA PHILADELPHIA, PA. 19104 Date: November 12, 1970

File: MN-DE-24

The Detroit Edison Co. 2000 Second Ave. Detroit, Mich. 48226

Attention: I. W. Gamble

Gentlemen:

Reference is made to your letter dated 10-28-70 attaching copies of your drawing RX-4065A indicating your proposed installation of one (1) 120,000 KV with transmission circuit with one (1) ground wire at V.S. 1668+00+, located 2267 ft.east of M.P. D32/253C & 2.15 miles west of the Sta. of Ypsilanti, Mich. We have no objections to the installation as mentioned above with the understanding that you will enter into any usual force.

standing 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 \$100.00.

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 A. R. Herman, Division Engineer, Jackson, Mich.

at least three (3) 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 the Michigan Central Railroad , 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.

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

> C. E. Defendorf Chief Engineer

PENN CENTRAL TRANSPORTATION COMPANY

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:

This refers to our application dated June 23, 1970, sent to your Mr. W. G. Jones in Detroit, requesting permission to construct One 120,000-volt transmission circuit and one ground wire over your tracks and right of way, Plan RX-4065, approximately 450 feet South of the Huron River and approximately 1500 feet North of Superior Road, Superior Township, Washtenaw County, Michigan.

Our Engineering Department has revised the original plans as covered under RX-4065. The original request covered a three (3) wire circuit with one ground wire which is now being changed to a six (6) wire circuit with one ground wire. The conductors are being changed from 1590 MCM AA to 954 MCM 54/7 ACSR.

The revised plans are now labelled RX-4065A and dated October 23, 1970. Will you please change our application to indicate this "A" revision after the RX number. We are attaching six (6) copies of this revision.

Due to the urgency of the construction of this crossing, may we hear from you as soon as possible.

Yours very truly,

L. 4. Samble

I. W. Gamble

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

HB: dmk

Enclosures

STATE OF STA

26643

THE PETROIT EDISON COMINY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

June 23, 1970

Mr. W. G. Jones
Regional Engineer - Design & Construction
Penn Central Company
Penn Central Terminal
Detroit, Michigan 48216

Proposed Overhead Wire Crossing:

Specific Location

One 120,000 volt transmission circuit and one ground wire.

450 ft. North of Huron River and 1500 ft. South of Superior Road.	Cada(
	RICHT
	40
R.R. Valuation Station R. R. Mile Post	Y & W
City/Village Township _Superior, Section 31	**************************************
County Washtenaw Detroit Edison Plan Attached RX-4065 - A	8
This is a New Crossing X This is a Reconstruction of Existing Crossing X	2
Previous Agreement Information (if any) Date(R.R. Plan)	
CMITTED Region and infarmation des Conservation in the	
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 S Commission.	ervice

I. W. Gamble, Supervisor of Rights of Way Properties and Rights of Way Department

DATA SHEET TO ACCOMPANY DRAWING 4065

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Superior - Phoenix - Cody 120 KV tower line over the Penn Central Railroad 450' north of Huron River and 1500' south of Superior Road, Section 31, T-3S, R-7E. Superior Township, Washtenaw County, Michigan.

Circuits

One 120,000 volt, 60 cycle, 3 phase transmission circuit and one groundwire.

Towers and Crossarms

Steel towers are as per attached drawings T-8414 and B1. The AM tower, as shown on sketch B-1 is a modification of the existing A tower as shown on drawing. 2056

Conductors

Three 1590 MCM AA and one 3/8"Beth. "C" steel groundwire.

Insulators

9 - 5½" x 10" 0.B. 48008.

Guy and Guy Attachments

None

Guy Clamps and Insulators

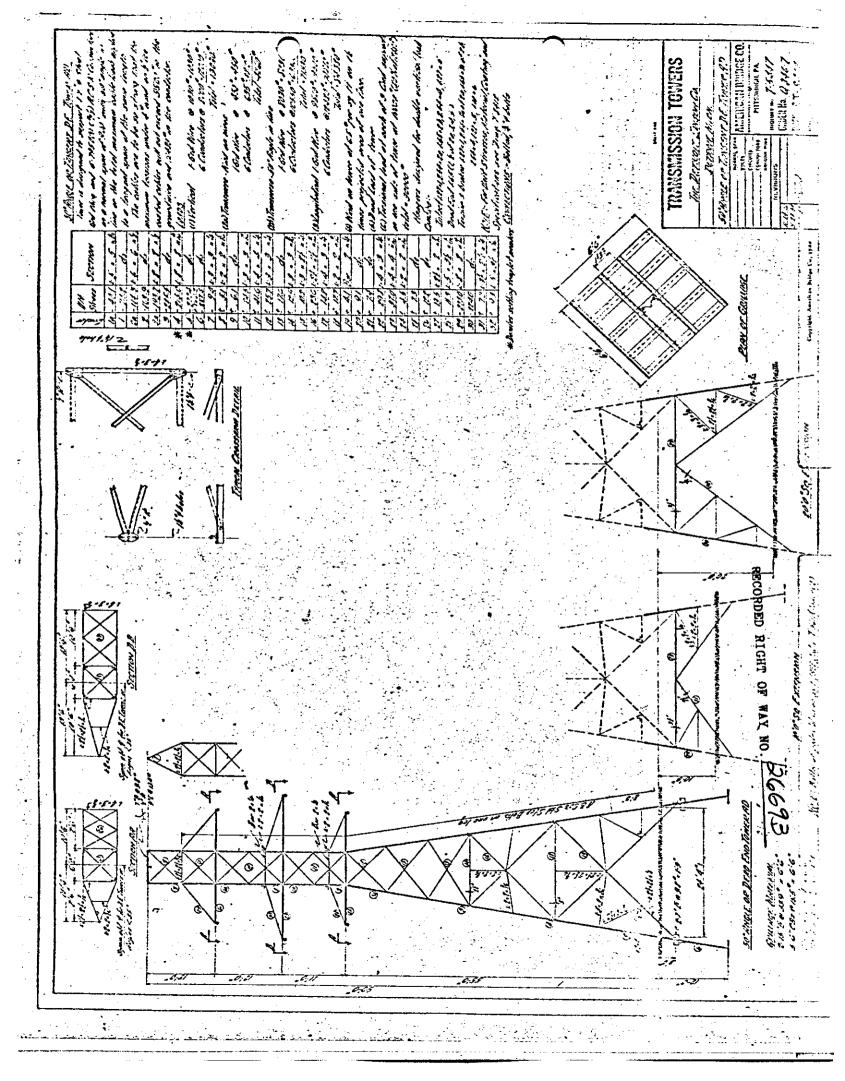
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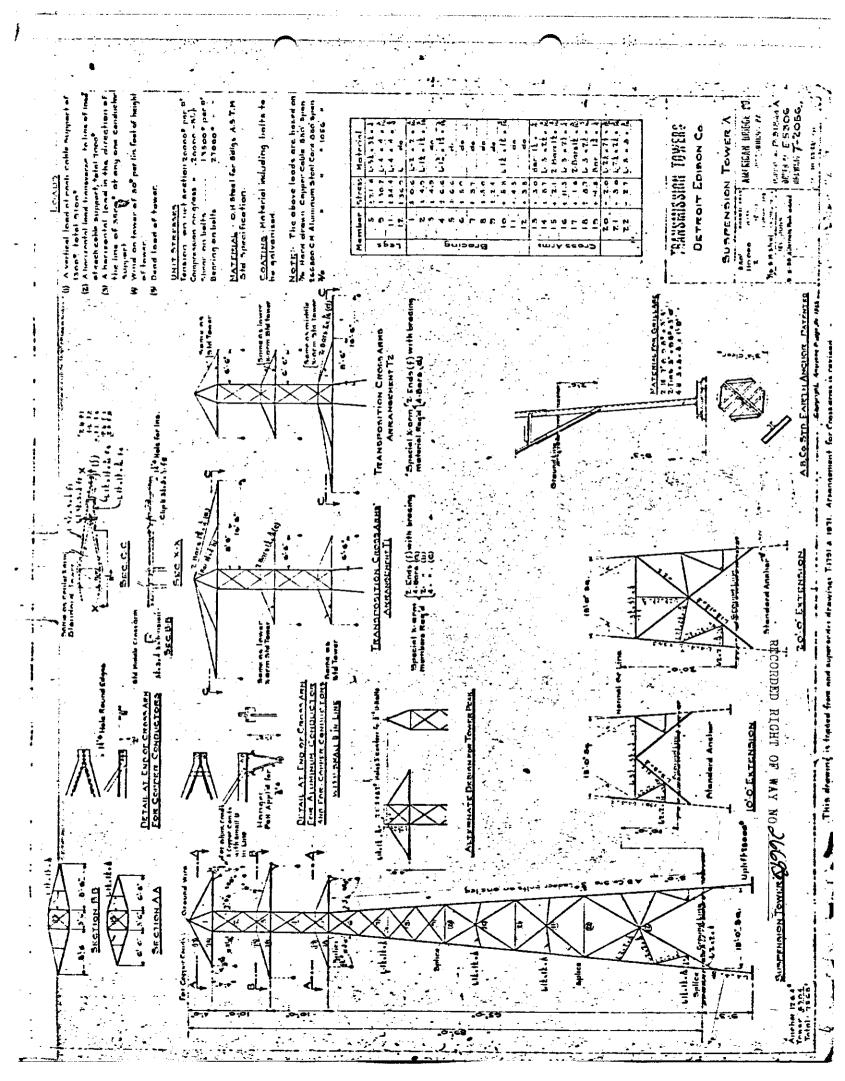
Guy Anchor and Anchor Rods

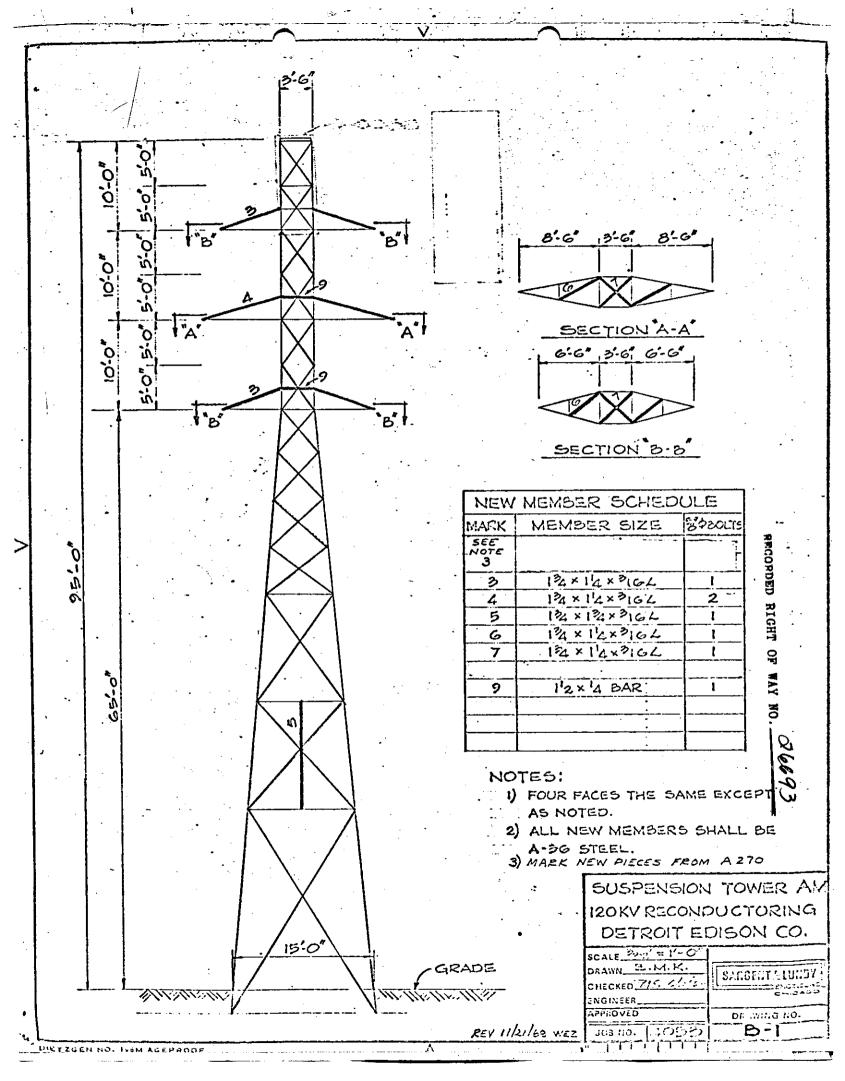
None

General Engineering Dept.
ESZ/cjb 6/17/70

CHECORDED RIGHT OF WAY NO. 20







DATA SHEET TO ACCOMPANY DRAWING RX-4065A

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Superior-Phoenix-Cody 120 KV tower line over the Penn Central Railroad approximately 450 feet south of the Huron River and approximately 1500 feet north of Superior Road, Section 31, T3S-R7E, Superior Township, Washtenaw County, State of Michigan.

Circuits

One (1) 120, 000 volt, 60 HZ, 3 phase, 6 wire, transmission circuit with one ground wire.

Tower and Crossarms

Steel towers as per attached drawings T-8414, T-2056 and B-1. The A/M tower, as shown on drawing B-1 is a modification of the existing A tower as shown on drawing T-2056.

Conductors

Six (6) 954 MCM 54/7 ACSR and one (1) 3/8" Bethea "C" steel ground wire.

Insulators

8-5\frac{3}''\x10'' 0.B. 32440 or equivalent in suspension. 9-5\frac{3}''\x10'' 0.B. 47410 or equivalent in deadend.

Guy and Guy Attachments

None

Guy Clamps and Insulators

None

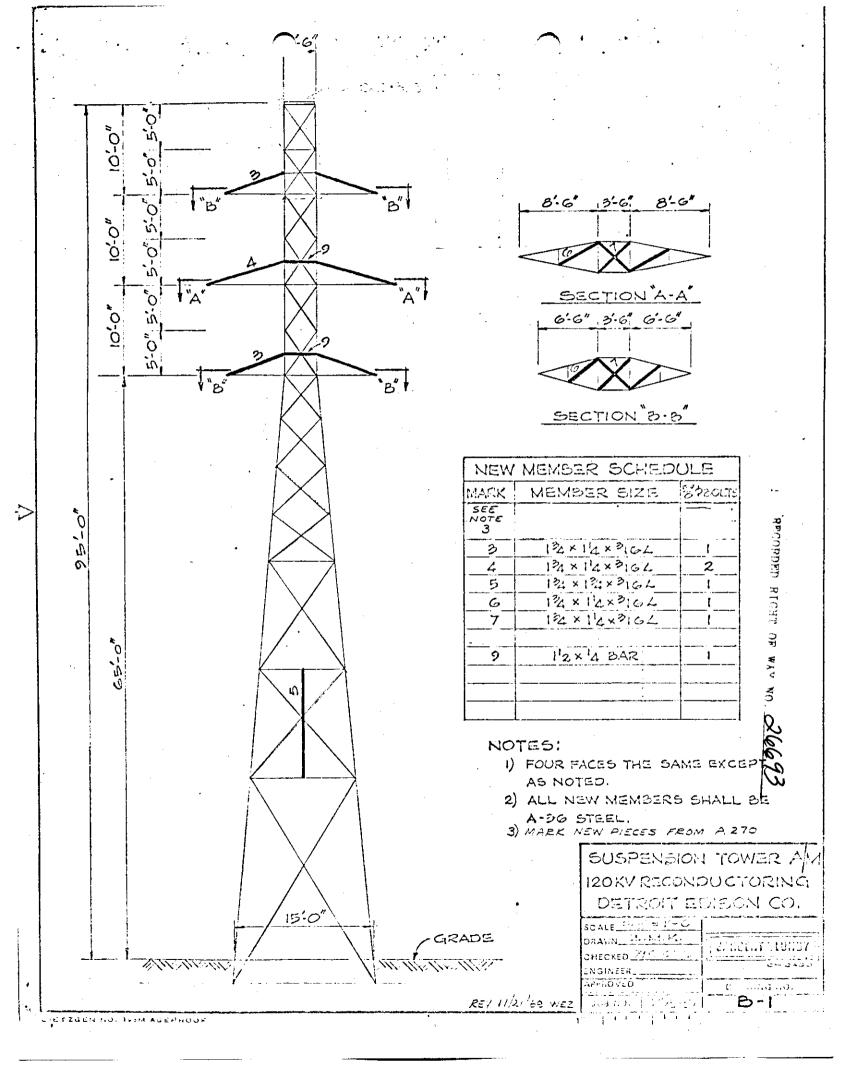
Guy Anchor and Anchor Rods

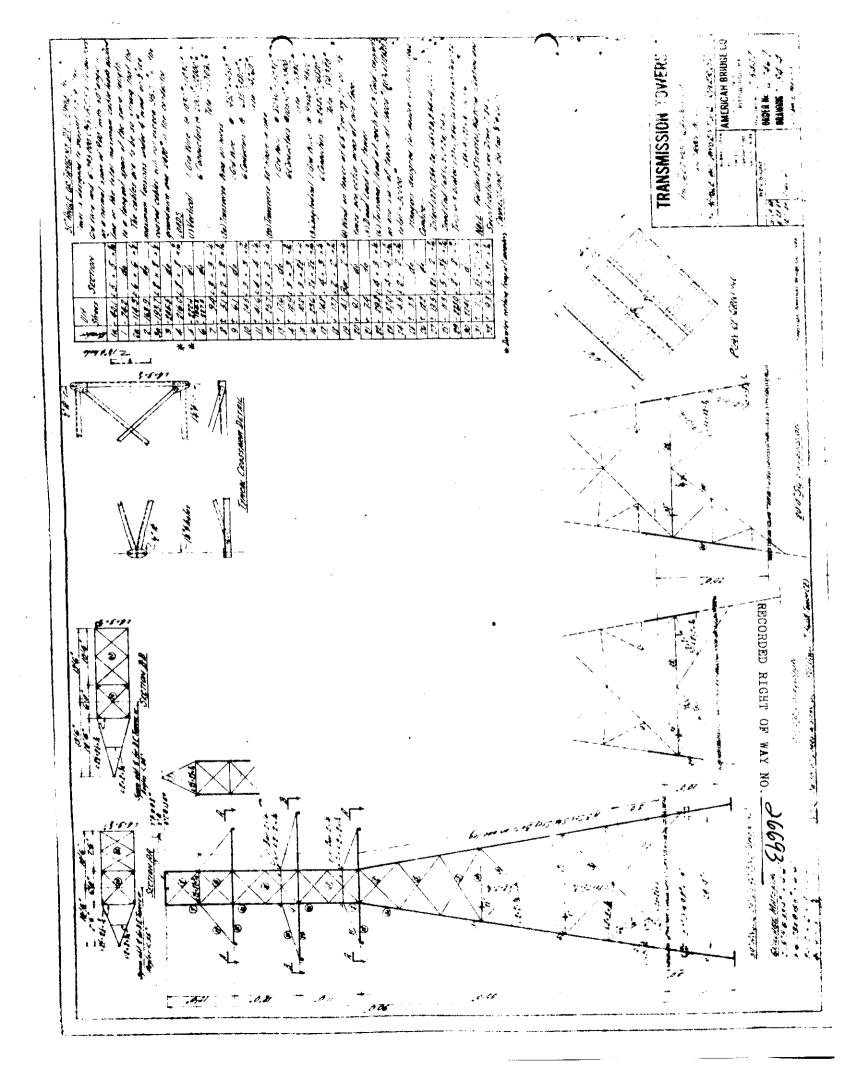
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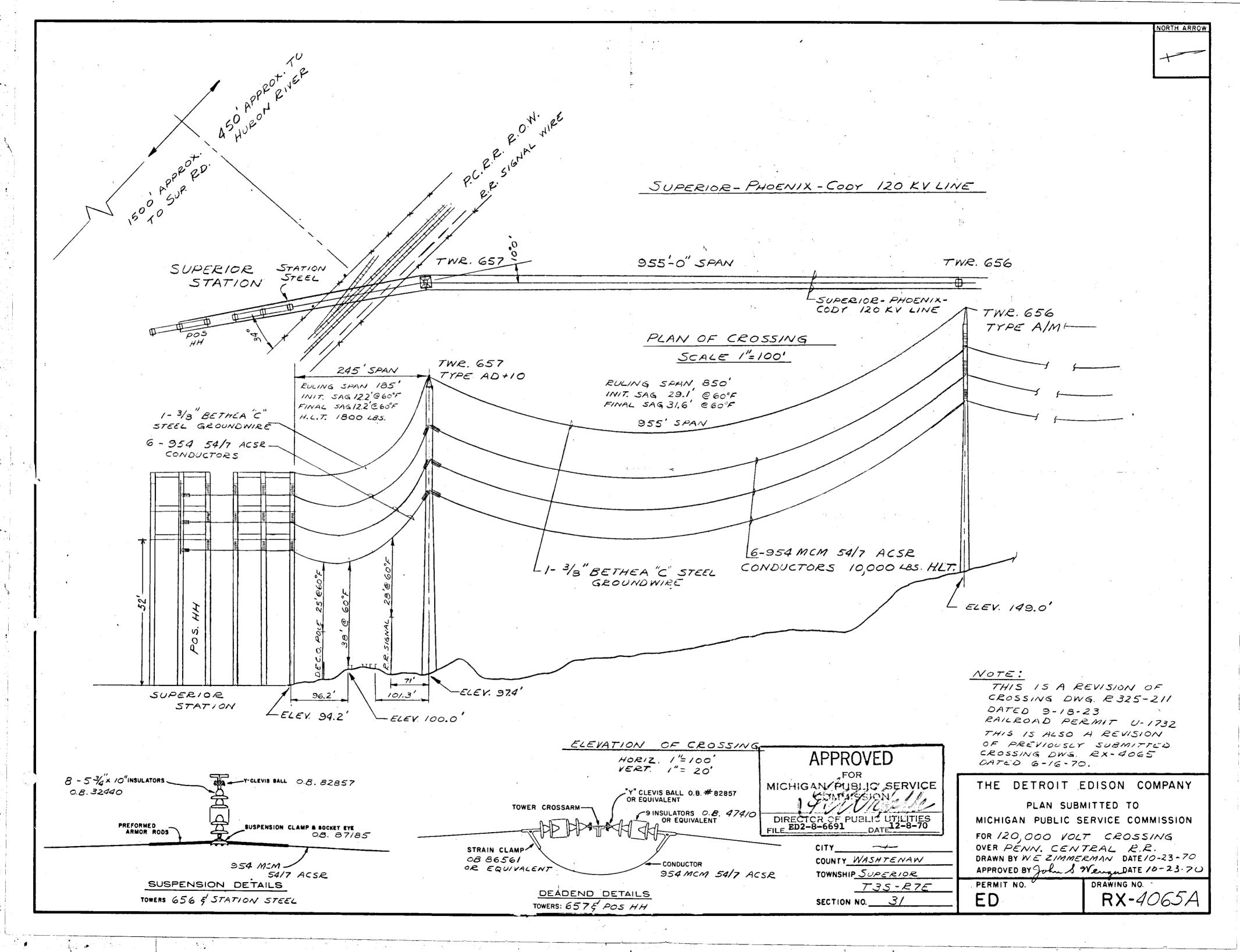
Suspension and Deadend Details

As per drawing RX-4065A

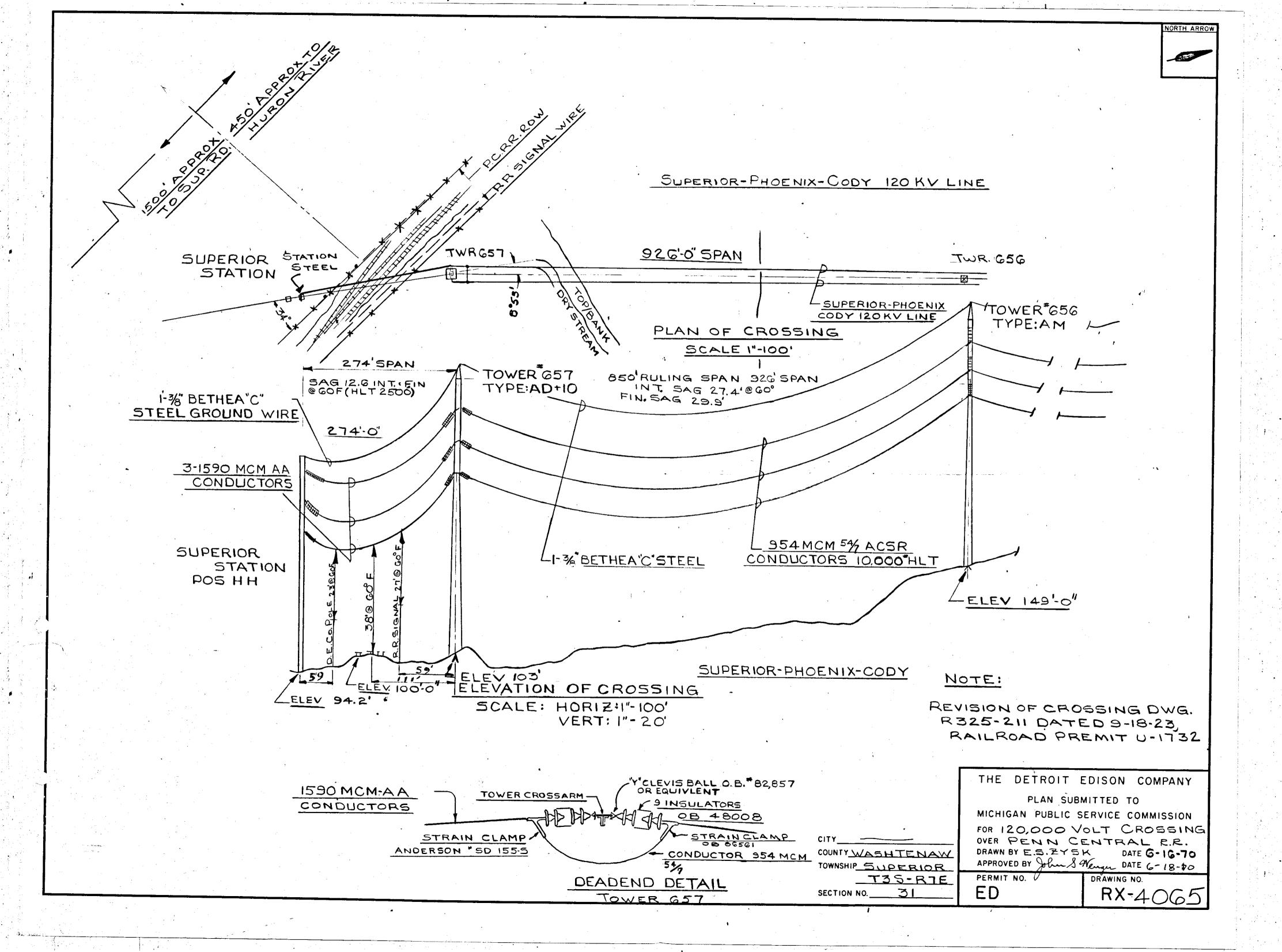
MUCORDED RIGHT OF WAY NO. 26







RECORDED RIGHT OF WAY NO. 26693



RECORDED RIGHT OF WAY NO 36693