

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

TO RECORDS CENTER: April 21, 1971

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

Penn Central Transportation Company Railroad File No. NO-DE-088

Facilities Covered:

Span B-C - One No. 0 AWA shield and neutral wire, Three No. 350 M B 24,000-volt wires, Three No. 350 M B 13,200-volt wires, One No. 6 wpx street lighting wire and One 25 pair of System COmmunications cable on a 5/16" extra heavy strength messenger wire.

Span D-E - One No. 0 AWA shield and neutral wire, Three No. 350 M B 24,000-volt wires, Three No. 350 M 13,200-volt wires, One No. 6 wpx street lighting wire and One 25 pair of system communication cable on a 5/16" extra heavy strength messenger wire.

Specific Location:

Span B-C - In Railroad Right of Way on the South side of Van Horn Road approximately 860 feet West of West Jefferson Avenue

Span D-E - In Railroad Right of Way on the South side of Van Horn Road approximately 730 feet West of Jefferson Avenue.

R. R. Valuation Station 767 +90 + Mile Post 17.24

City ~~Wayne~~ Trenton Township Monguagon, NE 1/4 of Sec. 25

County Wayne Detroit Edison Plan No. RX-3309A

Agreement/~~Permit~~ Date October 5, 1970 R. R. Plan No. Used DECo. Plan

Preparation Fee \$100.00 Annual Rental \$50.00 commencing October 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. _____
of R/W No. 9064.

COMM. ACCIG. DEPT.
DATE 4/27/71
INITIALS [Signature]

RECORDED TO
[Signature]

RECORDS CENTER
APR 28 1971
CLASSIFIED
CN:dmk

[Signature]
I. W. Gamble, Supervisor of Rights of Way
MONGUAGON TWP.
S. 25
N. 1/2 OF

RECORDED RIGHT OF WAY NO. 26706

1000

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

THIS AGREEMENT, made this fifth day of October, 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 RE-
ORGANIZATION UNDER SECTION 77 OF THE BANKRUPTCY ACT,

parties of the first part (hereinafter called "Railroad") and DETROIT EDISON COMPANY -
a New York Corporation

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

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, suc-
cessor 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 con-
struct, maintain, repair, alter, renew, relocate and ultimately remove one (1) shield and
neutral wire, three (3) 24,000 volt wires, three (3) 13,200 volt wires, one (1)
#6 street lighting wire and one (1) .25 pair of system communications cable on
a 5/16 inch extra heavy strength messenger wire (Span B-C) - (Span D-E) over
and across the lands, roadway and tracks of Railroad at Valuation Station
767+90±, located at Mile Post 17.24, at a point near Trenton, Michigan.

Witness my hand and seal this 5th day of October 1970

RECORDED RIGHT OF WAY NO. 26706.

in accordance with construction plans RX-3309A 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. NO-DE-088, dated March 24, 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 fifty Dollars (\$ 50.00) per year as minimum annual rental, which said sum shall be payable annually in advance, commencing as of October 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 thereof 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.

RECORDED RIGHT OF WAY NO. 86706

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

RECORDED RIGHT OF WAY NO. 246706

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 October
A.D. 19 70 .

RECORDED RIGHT OF WAY NO. 26706

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 _____ of this Agreement.

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

WITNESS:

Richard 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. Defendorf
C. E. DEFENDORF
CHIEF ENGINEER

DETROIT EDISON COMPANY

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

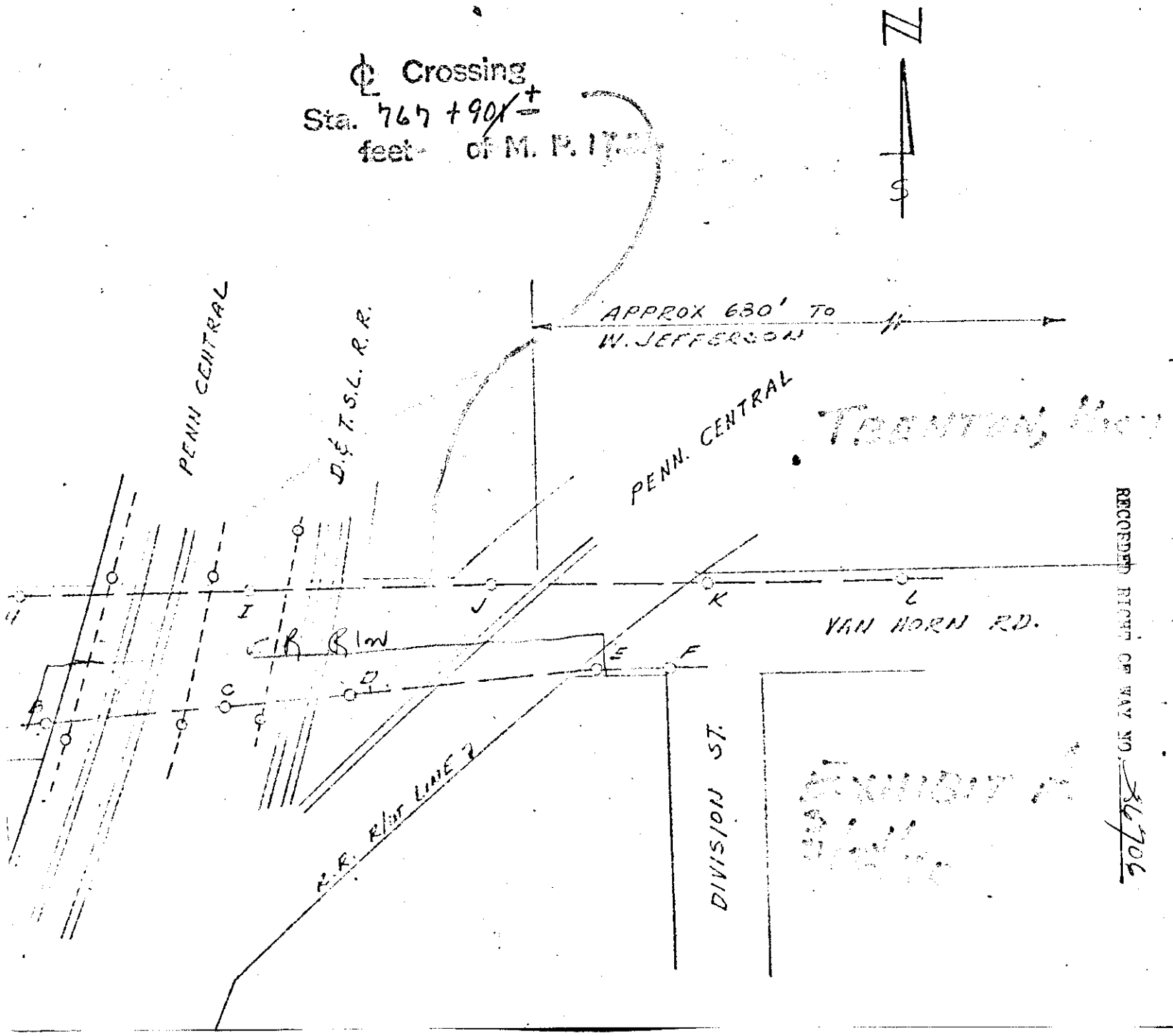
J. W. Brumber

Approved as to form
Law Dept. 4/2/71
J.M. [unclear]

RECORDED RIGHT OF WAY NO. 26706

SPAN	PERMIT NO.	COMMENTS
B-C	ED2-3-4218	REVISED
C-D	-4219	"
D-E	-4217	"
H-I	-4216	TO REMAIN UNCHANGED
I-J	-4220	"
J-K	-4215	"

File No. NO-DE-036



RECORDED RIGHT OF WAY NO. 86706

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

April 6, 1971

Railroad File No. NO-DE-088

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

Mr. Defendorf:

We are returning agreement/~~agreement~~, in duplicate, covering our facilities
over your tracks and ~~the~~ right of way as shown on our Plan RX-3309A (Spans B-C and D-E)
and located as follows:

J. W. Gambli
Span B-C and D-E - South of Van Horn Road and West of West Jefferson
Avenue.

Railroad Val. Sta. 767 + 90

City ~~Wayne~~ Trenton Township, Monguagon, NE 1/4 of Sec. 25

County Wayne. The agreement/~~agreement~~ has been signed for
our Company.

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

Yours very truly,

I. W. Gambli
IG

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

CN:dmk

RECORDED RIGHT OF WAY NO.

26706



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

CHIEF ENGINEER

DATE: **February 3, 1971**

FILE: **NO-DE-088**

Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

I. W. GAMBLE

fs
 MAR 31 1971

R/E & R/W DEPT:

GENTLEMEN:

ATTACHED, IN DUPLICATE, IS PROPOSED AGREEMENT DATED **Oct. 5, 1970** BETWEEN
 YOUR **Company** AND OUR COMPANY COVERING **three 24,000 volt and three 13,200**
volt wires at V.S. 767+90⁺, Mile Post 17.24, Trenton, 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,

C. E. Defendorf
 C. E. DEFENDORF,
 CHIEF ENGINEER

ENCL.

RECORDED RIGHT OF WAY NO. 26706

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

September 29, 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 Company in the City of Trenton, NE¹/₄ of Section 25, Monguagon Township, T-4S, R-10E, Wayne County, Michigan.

Span B-C

One #0000 Shield and neutral wire, three #350M 2-24,000 volt wires, three #350M 2 13,200 volt wires, one #6 wpx street lighting wire and one 25 pair of System Communications cable on a 5/16" extra heavy strength messenger wire over the tracks of the Penn Central Company located on the south side of Van Horn Road approximately 860' west of West Jefferson Avenue.

R. R. Valuation Station 767+90¹/₂.

J. W. Gamble

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 9-24-70} _{R.R. File No. NO-DE-088}
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. ^{ED2-8-4218} _{dated 4-3-57}
- This is a new crossing.

RECORDED RIGHT OF WAY NO.

26706

Reference number of construction drawing is RX- 3309A

MLB:mie

Yours very truly,

Permit No. ED2-8-6656
Date 10-7-70
By MPSC

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

Check in circle indicates statement applicable.

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

September 29, 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 Company in the City of Trenton, N.E. of Section 25, Monguagon Township, T-4S, R-10E, Wayne County, Michigan.

Span D-E

One #0000 Shield and neutral wire, three #350M B-24,000 volt wires, three #350M B-13,200 volt wires, one #6 wpx street lighting wire and one 25 pair of System-Communication cable on a 5/16" extra heavy strength messenger wire over the tracks of the Penn Central Company located on the south side of Van Horn Road approximately 730' west of Jefferson Avenue.

R.R. Valuation Station 767-90 1/2.

W. C. R. W.
Van Horn Road

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 9-24-70 R.R. File No. 80-82-088
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. ED2-8-4217 dated 4-3-57
- This is a new crossing.

Reference number of construction drawing is RX-3309A

HLB:mle

Yours very truly,

Permit No. ED2-8-6657
Date 10-7-70
By MPSC

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

RECORDED RIGHT OF WAY NO. 26706

Check in circle indicates statement applicable.

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

March 31, 1970

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

Proposed Overhead Wire Crossing:

One No. OAWA Shield and neutral wire, three No. 350 M B 24,000 volt wires, three No. 350 M B 13,200 volt wires, one No. 6 wpx street lighting wire and one 25 pair of System Communications cable on a 5/16 inch extra heavy strength messenger wire. (Span B-C)

Specific Location

J. W. Gambles
On the South side of Van Horn Road approximately 860 ft. West of West Jefferson Avenue.

RECORDED RIGHT OF WAY NO.

26706

R. R. Valuation Station *767+90X+* R. R. Mile Post _____
City/Village ~~xxxxx~~ Trenton Township Monguagon, N.E. 1/4 Sec. 25
County Wayne Detroit Edison Plan Attached RX-3309A

This is a New Crossing _____ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date _____ (R. R. Plan) _____

Blanket Waiver of Hearing Covers _____ Waiver of Hearing Requested In duplicate
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

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

JVS:mls

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

March 31, 1970

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

Proposed Overhead Wire Crossing:

One No. OAWA Shield and neutral wire, three No. 350 M B 24,000 volt wires, three No. 350 M B 13,200 volt wires, one No. 6 wpx street lighting wire and one 25 pair of System Communication cable on a 5/16 inch extra heavy strength messenger wire. (Span D-E)

Specific Location

S. side West of Van Horn
On the South side of Van Horn Road approximately 730 ft. West of West Jefferson Avenue.

RECORDED RIGHT OF WAY NO. 26706

R. R. Valuation Station 767+90X+ R. R. Mile Post _____

City/Village Trenton Township Monguagon, N.E. 1/4 of Sec. 25

County Wayne Detroit Edison Plan Attached RX-3309A

This is a New Crossing _____ This is a Reconstruction of Existing Crossing X

Previous Agreement Information (if any) Date _____ (R. R. Plan) _____

Blanket Waiver of Hearing Covers _____ Waiver of Hearing Requested In duplicate
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

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

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION
APR - 4 1957

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT 26, MICHIGAN

April 1, 1957

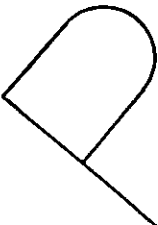
Handwritten notes and stamps in the top right corner, including a date stamp that appears to be "APR 1 1957".

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 **New York Central R.R., Section 25, NE 1/4, Monguagon Twp., Wayne County, T-4S, R-10E.**

(Span H-I) One #6 wpx street light wire over N.Y.C.R.R. on north side of Van Horn Rd., about 800' W of W. Jefferson.



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.
- 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.

BRACKETED RIGHT OF WAY NO. 26706

Reference number of construction drawing is RX-3309.

Yours very truly,

I. W. Gamble

I. W. Gamble
Supervisor of Rights of Way

Permit No. ED2-8-4216

Date APR 5 1957

By F. M. Hoppe

Check in circle indicates statement applicable.

R.R. File No. M-DE-203A-T

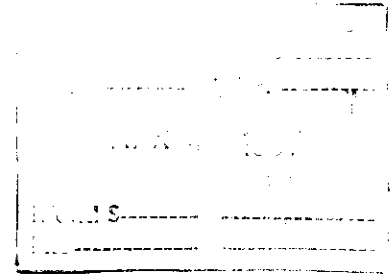
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MICHIGAN PUBLIC SERVICE
COMMISSION
APR - 1 1937

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

April 1, 1957

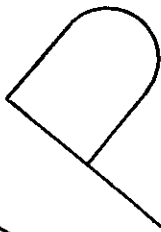
Michigan Public Service Commission
Lansing 13, Michigan



Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **New York Central R.R., Section 25, NE 1/4, Monguagon Twp., Wayne County, T-48, R-10E.**

(Span J-K) One #6 wpx street light wire over N.Y.C.R.R. on north side of Van Horn Rd., about 680' W of W. Jefferson.



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.
- 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-3309.**

Yours very truly,

I. W. Gamble

I. W. Gamble
Supervisor of Rights of Way

Permit No. ED2-8-4215

Date 4-5-57

By A. M. Hoppe

Check in circle indicates statement applicable.

RECORDED RIGHT OF WAY 26706

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

May 29, 1957

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION
MAY 31 1957

MAY 31 1957

Permit No. ED2-8-4216

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, Ivan W. Gamble, Supervisor of Rights of Way
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing, covered by Wire Crossing Permit No. ED2-8-4216,
issued 4-5-57, 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,

Ivan W. Gamble

Ivan W. Gamble
Supervisor of Rights of Way

1957 MAR 13
REAL ESTATE AND
RIGHTS-OF-WAY DEPT.
12 07

RECORDED RIGHT OF WAY NO. 26706

RX No. 3309
Location Honguagon Twp.
Wayne Co.
Railroad New York Central
Railroad

Subscribed and sworn to before me this
29th day of May, 1957

Benjamin M. Ruppel
Notary Public Wayne
County, Michigan
My Commission expires August 24, 1959

Span H-I - On N side of Van Horn Rd 800' W of W Jefferson

K.R. FILE NO. DI-DE-203A-T

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION
MAY 31 1957

May 29, 1957

FILE
MAY 31 1957

Permit No. ED2-8-4215

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, Ivan W. Gamble, Supervisor of Rights of Way
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing, covered by Wire Crossing Permit No. ED2-8-4215
issued 4-5-57, 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.

RECORDED RIGHTS OF WAY NO. 26706

Yours very truly,

Ivan W. Gamble

Ivan W. Gamble
Supervisor of Rights of Way

1957 MAY 30 PM 12 07
REAL ESTATE AND
RIGHTS OF WAY DEPT.

RX No. 3309
Location Hunguagon Type
Wayne Co.
Railroad New York Central
Railroad

Subscribed and sworn to before me this
29th day of May, 1957

Benjamin M. Layton
Notary Public Wayne
County, Michigan
My Commission expires August 24, 1959

Span J-K - On N side of Van Horn Rd 680' W of W. Jefferson

R.R. File No. M-DE-203A-T

STATE OF MICHIGAN
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Wire-Crossing Permit No. **RD2-8-6656**

In Re Application of **The Detroit Edison Company**
3000 Second Avenue
Detroit, Michigan 48226

Pursuant to Act No. 171 of the Session Laws of 1893, 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 road company having waived 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:

City of Trenton	Span B-C, crossing of one (1) 24 kv, 60 Hz, 3 phase, 3 wire, subtransmission circuit, one (1) 13.2 kv, 60 Hz, 3 phase, 4 wire, distribution circuit, all with one (1) shield and neutral conductor, one (1) street lighting wire and one (1) 25 pr. system communication cable on a 5/16" EHS messenger cable, located on south side of Van Horn Road approximately 860' west of West Jefferson Avenue, Monguagon Township, NW 1/4 of Section 25, T4S, R10E
County of Wayne	
State of Michigan	

3 - 350 MCM bare aluminum phase conductors - 24 kv
3 - 350 MCM bare aluminum phase conductors - 13.2 kv
1 - #1/0 AWA shield and neutral conductor
1 - #6 WPK street lighting wire
1 - 25 pr. system communication cable on 5/16" EHS strand

RECORDED IN OFFICE OF THE SECRETARY OF STATE 26706

as indicated on the attached plans, when, as and if approved. **Per Drawing EK-3309A**

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 of Michigan, this **seventh** day of **October** A.D. 19 **70**

MICHIGAN PUBLIC SERVICE COMMISSION

Willis F. Ward
.....
Chairman,
William A. Boos, Jr.
.....
Commissioner,
Lenton G. Sculthory
.....
Commissioner.

Countersigned
Earl B. Klemperers
.....
Secretary

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

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

No. ED2-8-6656

RECORDED RIGHT OF WAY NO. 26706

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 **seventh** day of **October** in the year of our Lord one thousand nine hundred **seventy**

Earl B. Klomprens
Secretary

STATE OF MICHIGAN
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

MD-8-6657

Standard Railroad Wire-Crossing Permit No.

In Re Application of **The Detroit Edison Company**
2000 Second Avenue
Detroit, Michigan 48226

Pursuant to Act No. 171 of the Session Laws of 1993, 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 road company having waived 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:

City of Trenton	Span D-E, crossing of one (1) 24 kv, 60 Hz, 3 phase, 3 wire subtransmission circuit, one (1) 13.2 kv, 60 Hz, 3 phase, 4 wire, distribution circuit, all with one (1) shield and neutral conductor, one (1) street lighting wire and one (1) 25 pr. system communication cable on a 5/16" NIS messenger cable, located on south side of Van Horn Road approximately 730' west of West Jefferson Avenue, NW 1/4 of Section 25, Nanguagon Township, T4S, R10E 3 - 350 MCM bare aluminum phase conductors - 24 kv 3 - 350 MCM bare aluminum phase conductors - 13.2 kv 1 - #1/0 ANA shield and neutral conductor 1 - #6 WPK street lighting wire 1 - 25 pr. system communication cable on 5/16" NIS strand
County of Wayne	
State of Michigan	

Per Drawing EX-3309A

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 of Michigan, this **seventh** day of **October** A.D.1970

MICHIGAN PUBLIC SERVICE COMMISSION

Willis F. Ward

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Chairman,

William A. Boes, Jr.

.....
Commissioner,

Lenton G. Sculthorpe

.....
Commissioner.

Countersigned

Earl B. Klempars

.....
Secretary

RECORDED HEIGHT OF WAY NO. 26706

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

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**
No. ED2-8-6657

RECORDED RIGHT OF WAY NO. 26706

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 **seventh** day of **October** in the year of our Lord one thousand nine hundred **seventy**

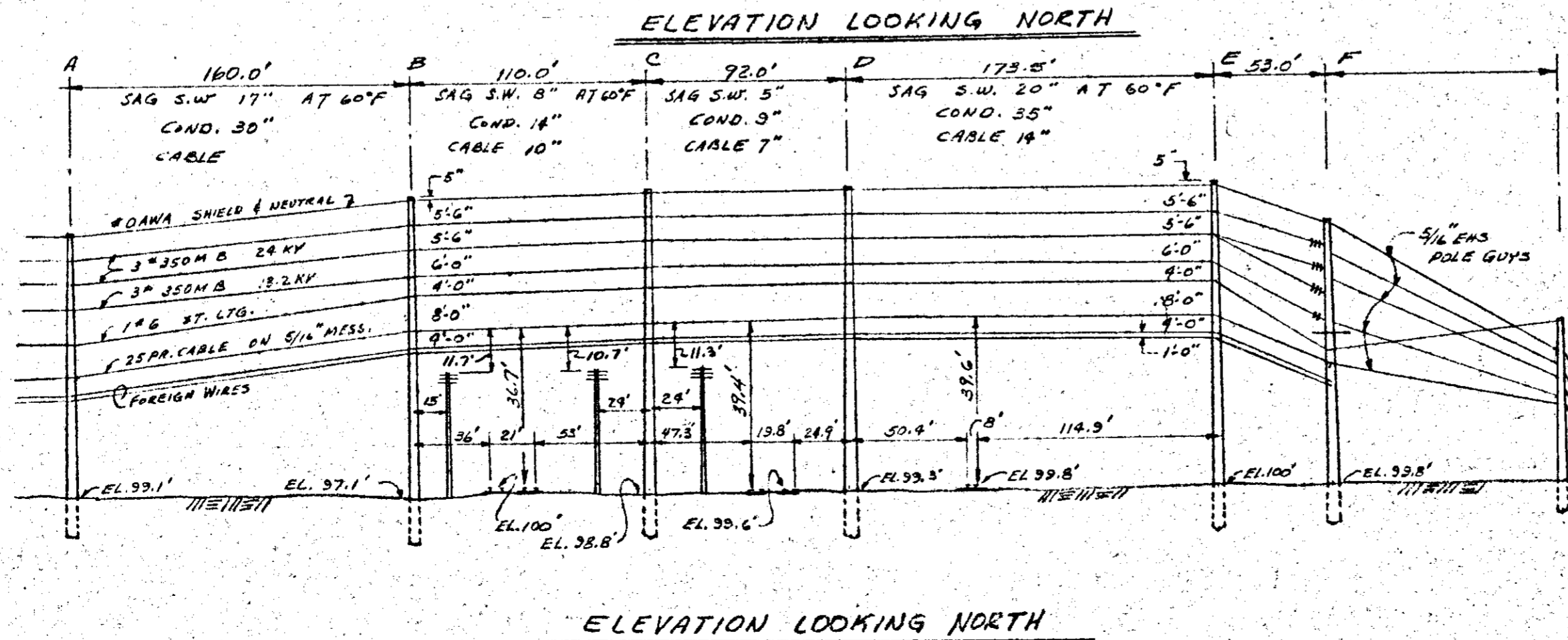
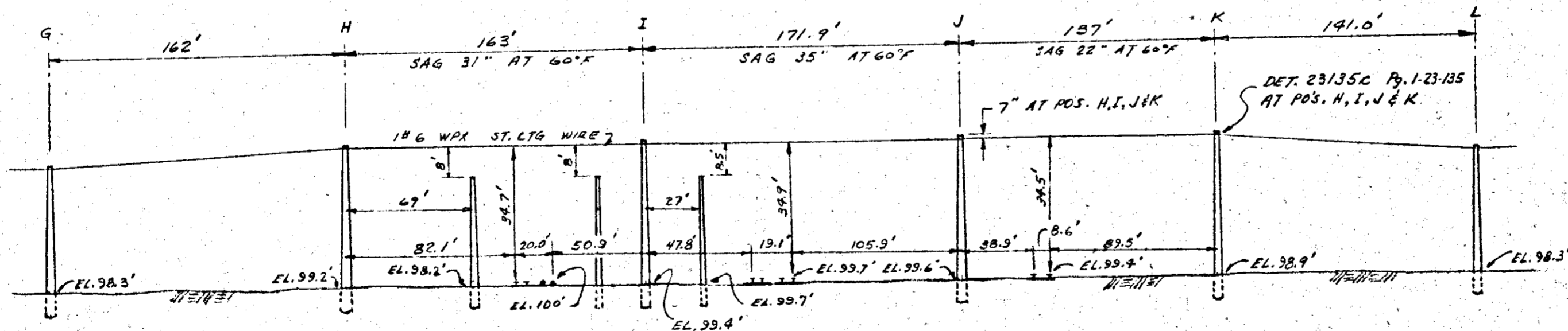
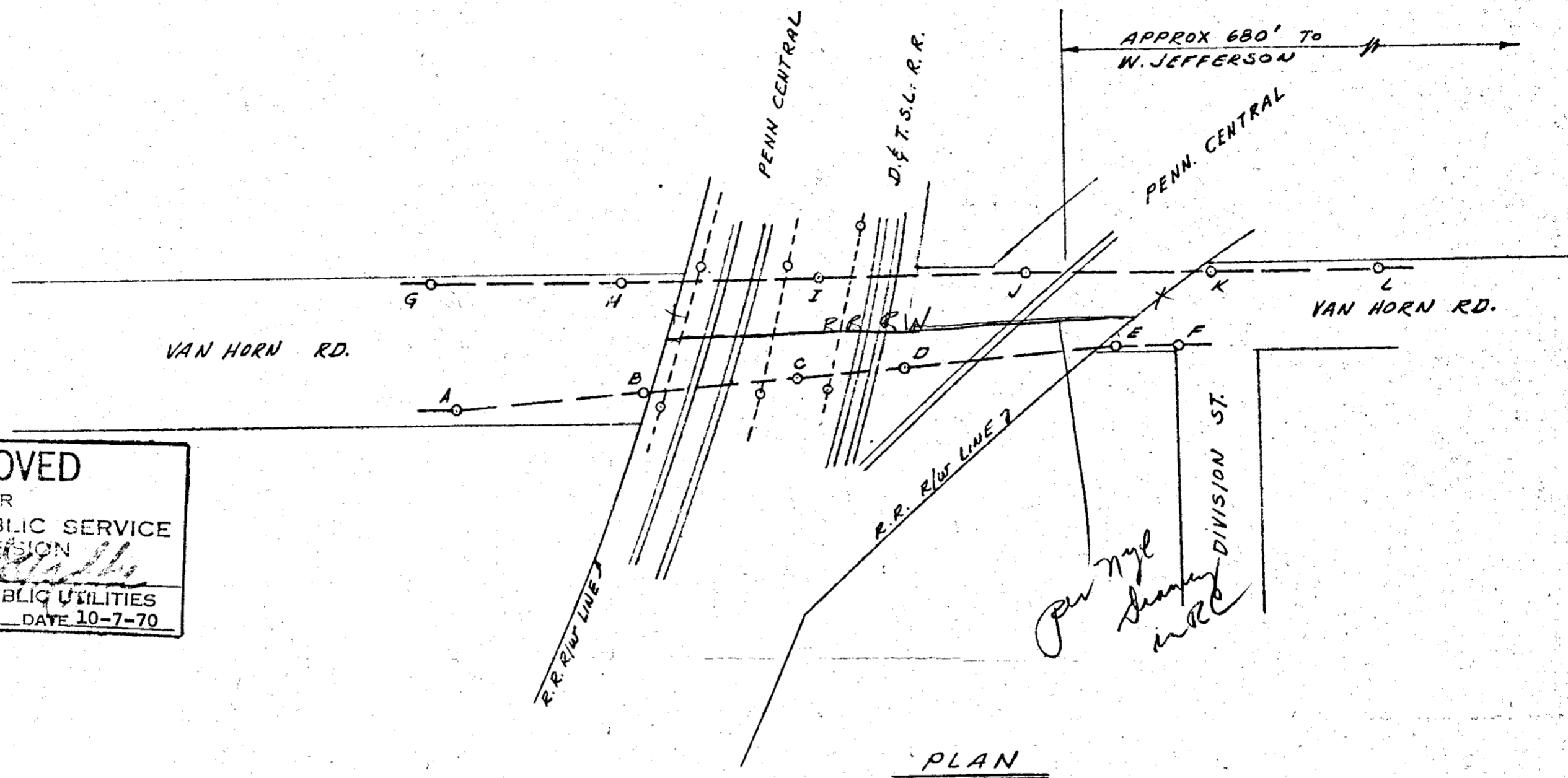
Earl B. Klomparens
Secretary

PROPOSED LINE CROSSING OVER DETROIT & TOLEDO SHORELINE R.R. EXISTING PERMIT NUMBER
IN VAN HORN RD APPROX. 680' W. OF W. JEFFERSON AVE. CITY OF TRENTON

NOTES		CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE	SET	
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1959									
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH									
MINIMUM CLEARANCES									
NEAREST POLE TO RAIL SIDING 7 FT MAIN LINE 12 FT									
WIRES OVER TRACKS 0-750 VOLTS 27 FT 750-15,000 VOLTS 28 FT 15,000-50,000 VOLTS 30 FT									
WIRES OVER R R SIGNAL 0-750 VOLTS 2 FT 750-8,700 VOLTS 4 FT 8,700-50,000 VOLTS 6 FT									
CHECK BY GEPPERT		PLANNING & PROJECT ENGINEERING DEPT. DATE 3-24-70							
ESTIMATOR WLOTKOWSKI		OVERHEAD LINES DEPT WAYNE DIST. OFF							

SPAN	PERMIT NO.	COMMENTS
B-C	ED2-8-4218	REVISED
C-D	-4219	"
D-E	-4217	"
H-I	-4216	TO REMAIN UNCHANGED
I-J	-4220	"
J-K	-4215	"

APPROVED
FOR
MICHIGAN PUBLIC SERVICE
COMMISSION
DIRECTOR OF PUBLIC UTILITIES
FILE ED2-8-6656 DATE 10-7-70



POLE TOP DESIGN POLES B, C, D & E	
COND.	DETAIL NO.
S.W. & NEUTRAL	1937L
24 KV.	1903 & 823
13.2KV.	13X 31B
ST. CIR.	PRIM. DED. SPOOLS BACK TO BACK
25PR CABLE	2217

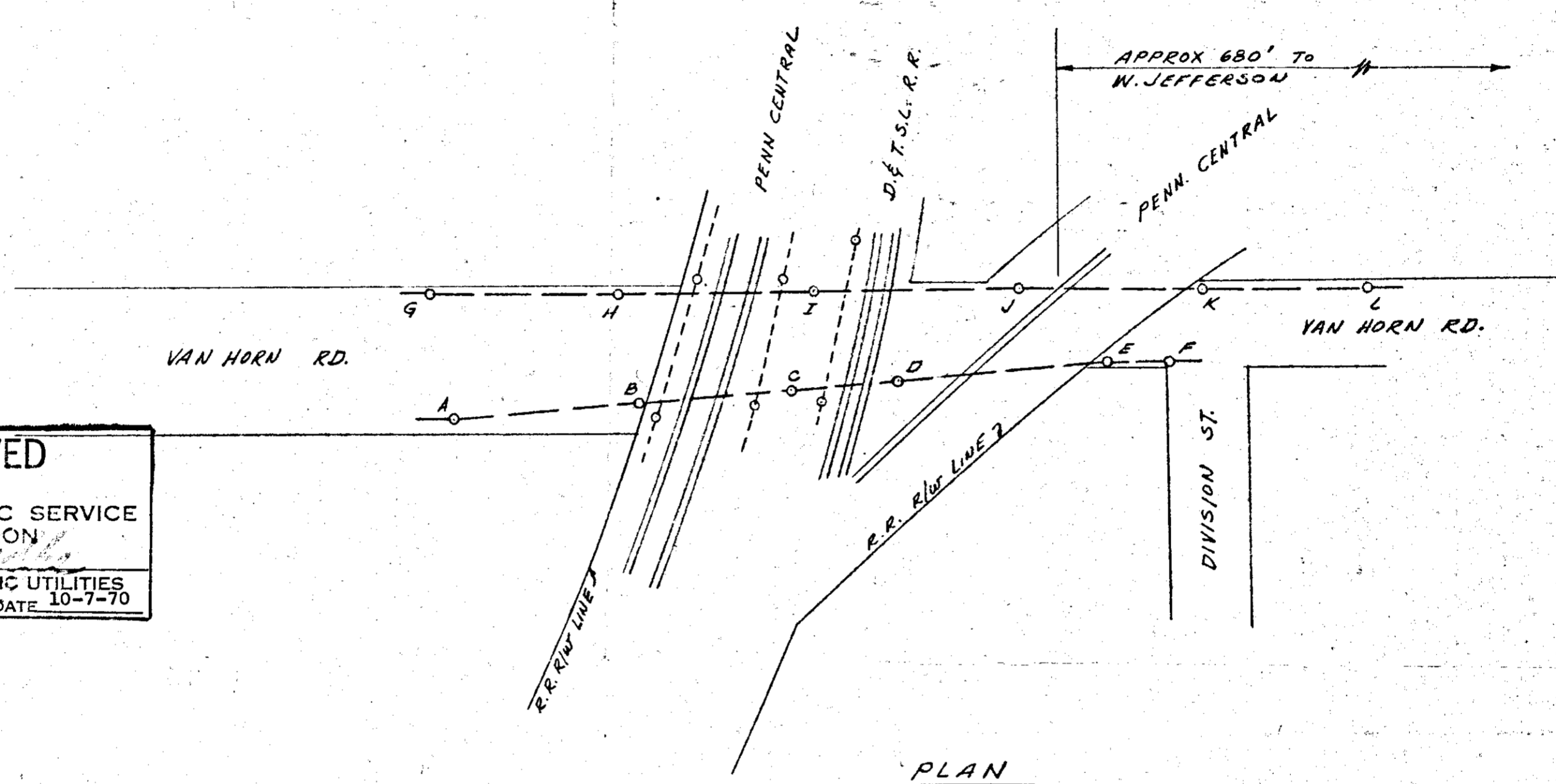
SAG S.W. SAG TABLE 2-160AA
SAG COND. SAG TABLE 1-190AA
SAG CABLE PER PG. 1-22-3
5/16" EHS GUYS
AT 20' 24' 28' & 32'

RECORDED RIGHT OF WAY NO. 26706

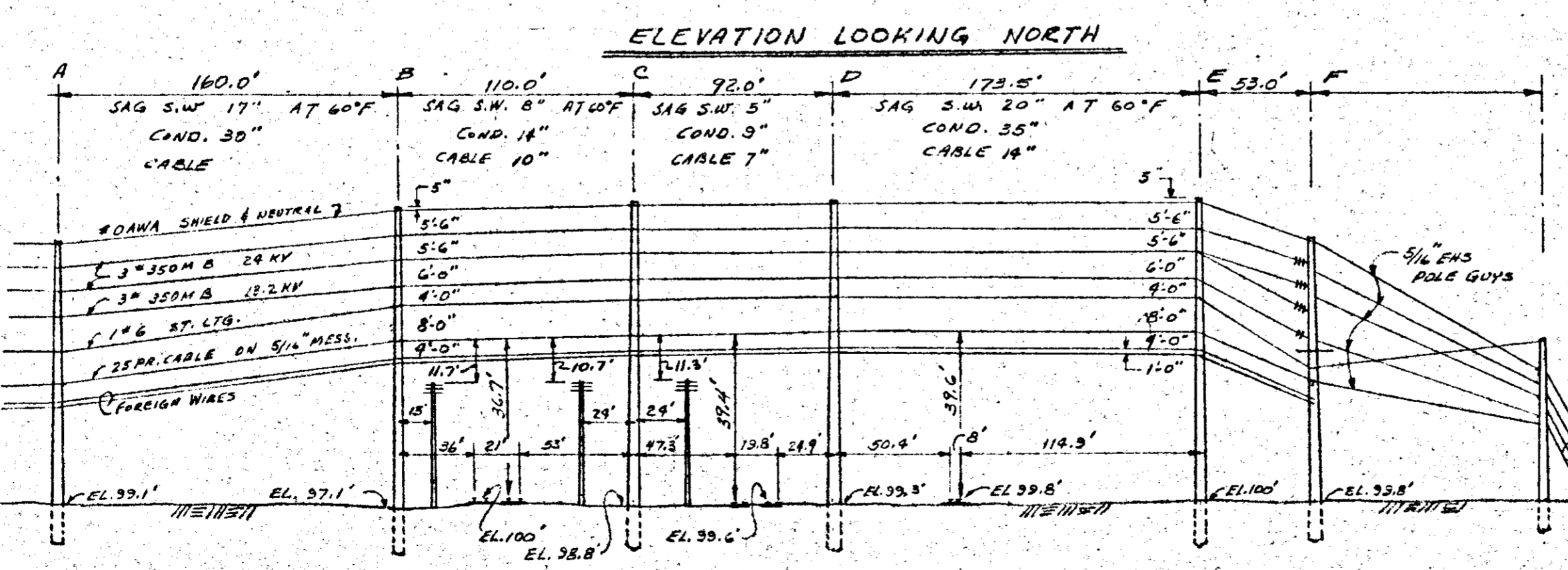
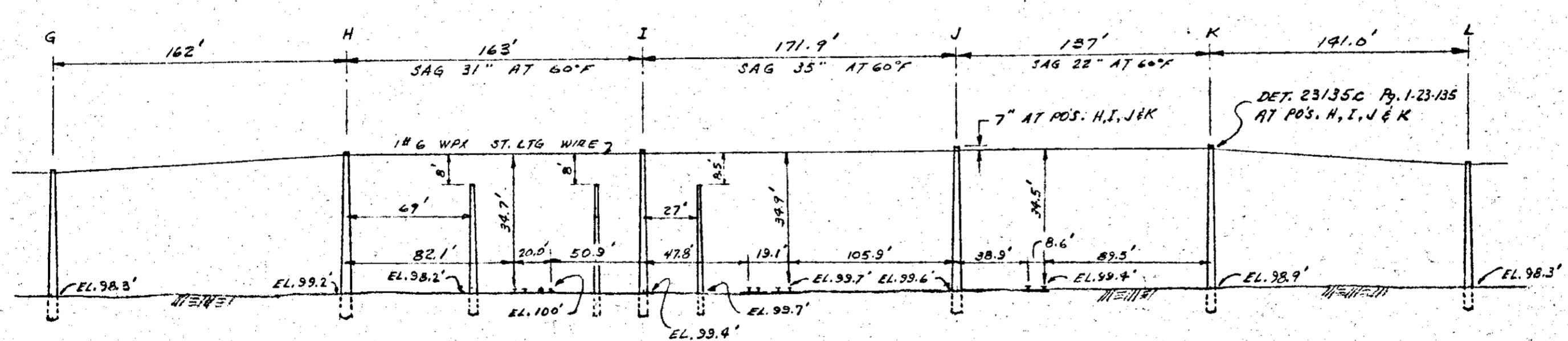
PROPOSED LINE CROSSING OVER DETROIT TOLEDO SHORELINE R.R. EXISTING PERMIT NUMBER
 IN VAN HORN RD APPROX. 680' W. OF
 W. JEFFERSON AVE. CITY OF TRENTON
 SECTION 22 TOWNSHIP MONGUAGON MGN-36A 45 R 10E COUNTY WAYNE

SPAN	PERMIT NO.	COMMENTS
B-C	4210	REMOVED
C-D	-4219	"
D-E	-4217	"
H-I	-4216	TO REMAIN UNCHANGED
I-J	-4220	"
J-K	-4215	"

NOTES	CONDUCTORS				POLES				
	NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE	SET
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1955	SPANS H-I, I-J & J-K				A-F	70	1	WOOD	9'
	1	#6	WPK	ST. LTG	B, C, D, E	80	1	"	10'
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH	SPANS B-C, C-D & D-E				G, K, L	40	5	"	6'
	1	0	AWA	SHIELD # 4007	H, I, J	45	4	"	6.5'
MINIMUM CLEARANCES	3	350M	B	24,000					
	3	350M	B	13,200					
	1	#6	WPK	ST. LTG					
NEAREST POLE TO RAIL	SIDING	7 FT							
	MAIN LINE	12 FT							
WIRES OVER TRACKS	0-750 VOLTS	27 FT							
	750-15,000 VOLTS	28 FT							
	15,000-50,000 VOLTS	30 FT							
WIRES OVER R R SIGNAL	0-750 VOLTS	2 FT							
	750-8,700 VOLTS	4 FT							
	8,700-50,000 VOLTS	6 FT							
CHECK BY	GEPPERT		PLANNING & PROJECT ENGINEERING DEPT.	DATE	3-24-70				
ESTIMATOR	WLOTKOWSKI		OVERHEAD LINES DEPT.	WAYNE DIST. OFF					



APPROVED
 FOR
 MICHIGAN PUBLIC SERVICE
 COMMISSION
 DIRECTOR OF PUBLIC UTILITIES
 FILE BD2-8-6657 DATE 10-7-70



COND.	DETAIL NO.
S.W. & NEUTRAL	1937L
24 KV.	1903 & 823
13.2 KV.	13X 31B
ST. CIR.	PRIM. DEP. SPOOLS BACK TO BACK
25PR CABLE	2217

SAG S.W. SAG TABLE 2-160AA
 SAG COND. SAG TABLE 1-190AA
 SAG CABLE PER PG. 1-22-3
 5/16" EHS GUYS AT 20', 24', 28' & 32'

RECORDED RIGHT OF WAY NO. 26706