

# Norfolk and Western Railway Company

THIS AGREEMENT made and entered into the *17th* day of *December* 1973,

between NORFOLK AND WESTERN RAILWAY COMPANY ("Railway") and THE DETROIT EDISON COMPANY ("Licensee");

## WITNESSETH:

THAT WHEREAS it is proposed by Licensee to install, maintain, operate and remove wires or cables, whether or not in conduit, and necessary manholes ("facilities") in, under and across the land and under any tracks of Railway at *Hamd, Michigan* on its *Fort Wayne* Division, the same to be located in accordance with *Exhibit A* attached hereto and made a part hereof;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter made, Railway doth hereby permit and grant to Licensee the use and occupation of so much ground within said premises as may be necessary for one (1) - 16 x .375 inch steel casing pipe containing one (1) - 10-3/4 inch pipe and one (1) - 230,000 volt cable circuit

upon the following terms and conditions to-wit:

1. That the top of the facilities shall be at least three feet six inches below the base of any rail and at least two feet six inches below the surface of the lowest point of the right of way crossed.
2. That Licensee agrees to pay the entire expense of putting the facilities under said land and any tracks and shall at its own expense keep the same in repair. It is further agreed between the parties hereto that the ground shall be used by Licensee for the facilities and for no other purpose without the written permission of the Chief Engineer of Railway, nor shall this agreement be assigned without his written consent.
3. That Licensee hereby covenants and agrees to protect, indemnify and save harmless Railway against any and all loss or damage arising out of the location, installation, maintenance, operation and removal of the facilities in, under and across the land and under any tracks of Railway on account of any casualty or fire or any cause whatsoever.
4. That Licensee shall fill and thoroughly tamp any trenches to prevent settling and shall remove any surplus earth from the premises.
5. The details of the facilities are to be at the option of Licensee, subject to the approval of the Chief Engineer of Railway, and in case of failure of Licensee to do the work as herein specified Railway reserves the right to remove the facilities from its land at the expense of Licensee and to terminate this agreement upon ten days' notice to Licensee.
6. It is further agreed that in connection with any future alterations in or additions to the line, grade, tracks or works of Railway, Licensee will bear the entire expense of such changes in the location and character of the facilities as, in the opinion of the Chief Engineer of Railway, shall be necessary or appropriate on account of said alterations or additions.

RECORDED  
RIGHT OF WAY NO. 29044

7. It is further mutually understood, agreed and covenanted that Licensee accepts this agreement as a mere license and assumes all risk of injury to its property by reason of its occupation of the premises herein described, caused by any defects therein or business carried on there, whether caused by the negligence of Railway, its agents or servants or otherwise.

8. In case the wires or cables of Licensee are brought by pole line to the right of way of Railway, the end poles of this pole line shall be at such distance from the said right of way as to be properly guyed without encroaching thereon.

9. Railway shall furnish, at the cost of Licensee, labor and materials to support its tracks and protect its traffic during the installation, maintenance or removal of the facilities.

10. Detailed plans shall be furnished by Licensee for approval to show location, size and material of conduit, manholes, number and size of wires and cables and voltage that will be used.

11. Licensee agrees to pay an initial fee of \$100.00 and also an annual fee of \$100.00 in advance during the continuance of this agreement.

12. No fee adjustment refunds of \$12 or less will be made.

13. This agreement shall continue in force until either party shall have given to the other sixty (60) days' notice in writing of its intention to terminate the same. Licensee shall remove the facilities and restore the premises to good condition within sixty (60) days after receipt of a notice in writing from Railway so to do. In default of such removal, the facilities shall become the property of Railway without any claim or consideration whatsoever therefor by or to Licensee and may be removed and the premises restored to good condition at the expense of Licensee.

14. All rights and obligations herein given or imposed shall extend to the heirs, executors, administrators, successors and assigns of each party.

WITNESS the respective signatures of the parties to this agreement:

Witness:

*F. L. Meadows*

NORFOLK AND WESTERN RAILWAY COMPANY

By *J. Adolph*  
Chief Engineer

Witness:

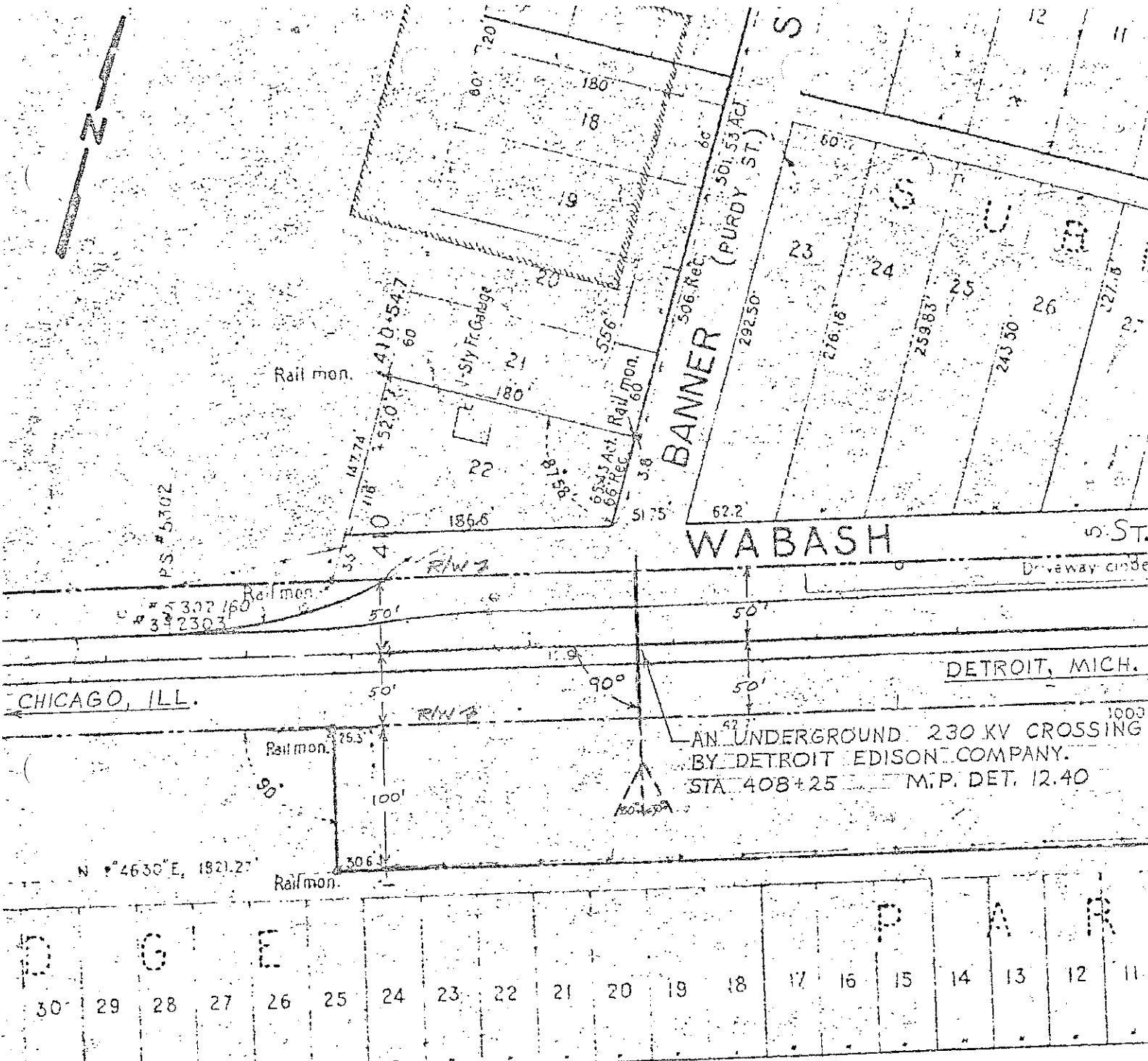
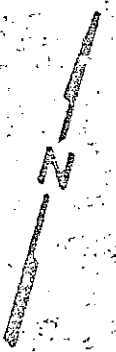
*Wayne L. Brandon*

THE DETROIT EDISON COMPANY

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

APPROVED AS TO FORM 12-17-72 DATE  
LEGAL DEPARTMENT *Beaman*

RECORDED RIGHT OF WAY NO. 89044



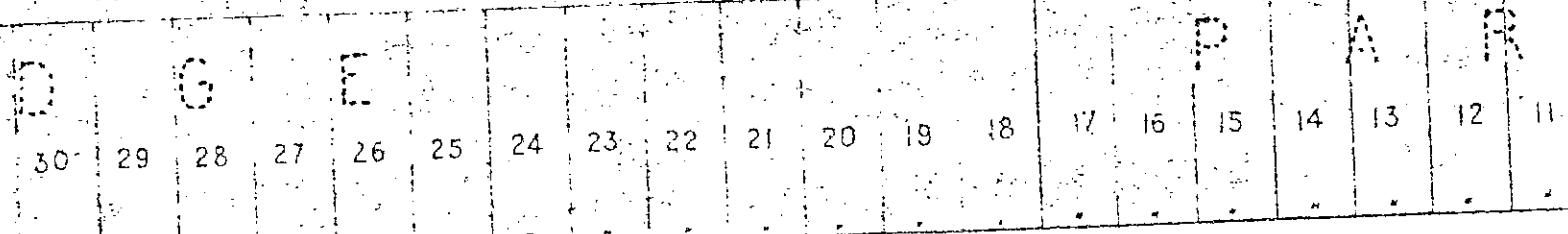
**BANNER (PURDY ST.)**

**WABASH ST.**

**CHICAGO, ILL.**

**DETROIT, MICH.**

AN UNDERGROUND 230 KV CROSSING  
BY DETROIT EDISON COMPANY.  
STA. 408+25 M.P. DET. 12.40



# EXHIBIT A

VALUATION SECTION 1-MICH. G MAP. 542

**NORFOLK AND WESTERN RAILWAY CO.**

WESTERN REGION FT. WAYNE DIVISION

AN UNDERGROUND 230 KV CROSSING

BY DETROIT EDISON CO.

M. P. DET. 12.40.

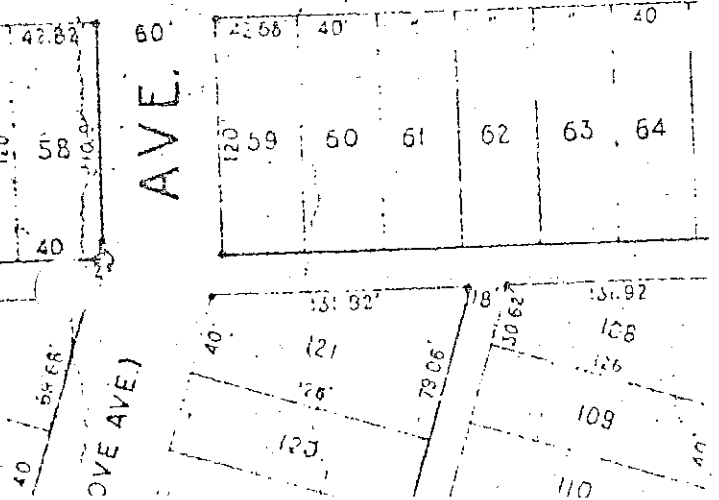
HAND. MICH.

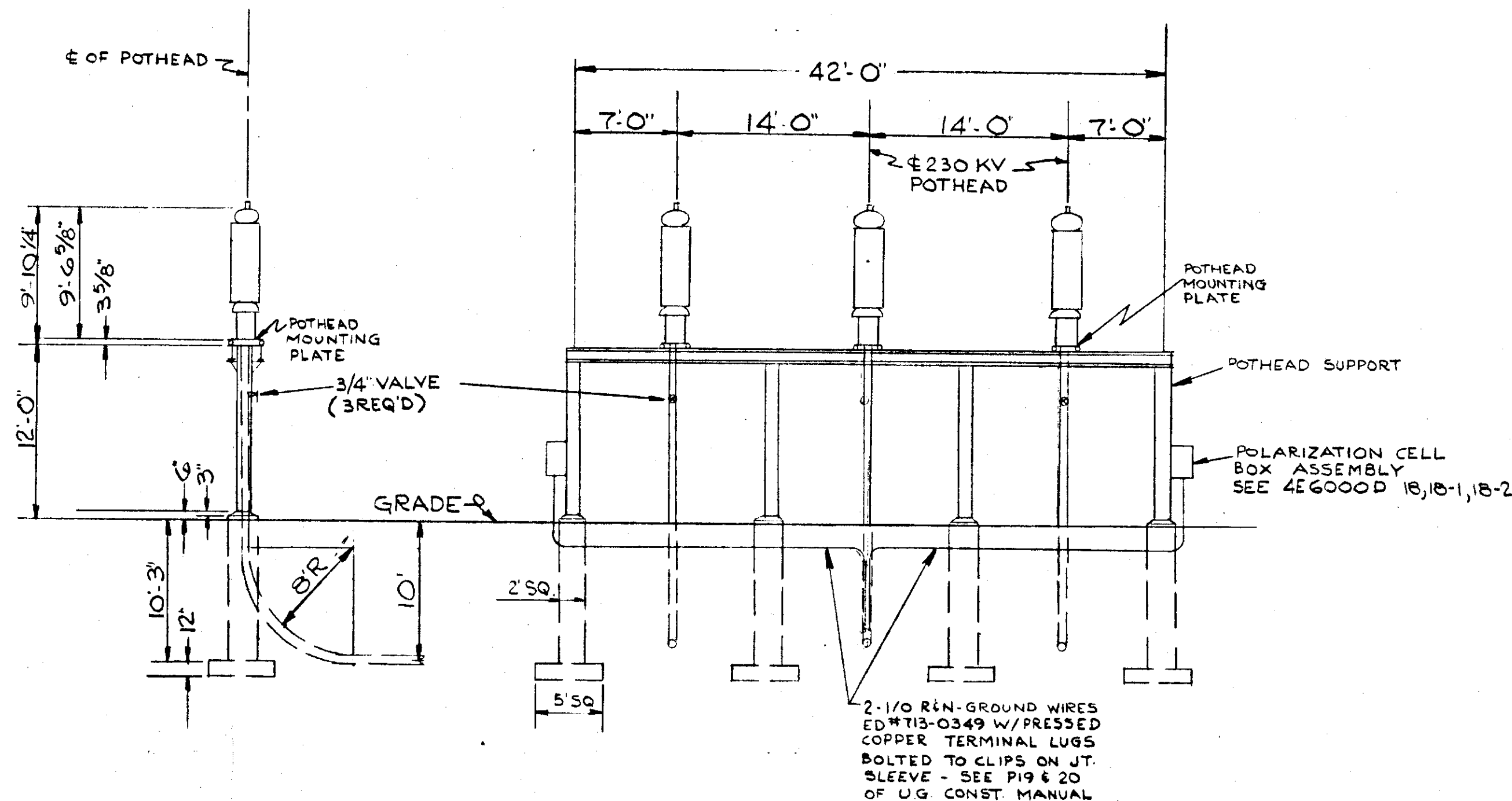
SCALE 1" = 100'

OFFICE OF DIV'N ENGINEER, FT. WAYNE, IND. SEPT. 17 19 73

REVISED

RECORDED  
BOOK 101  
PAGE 1044



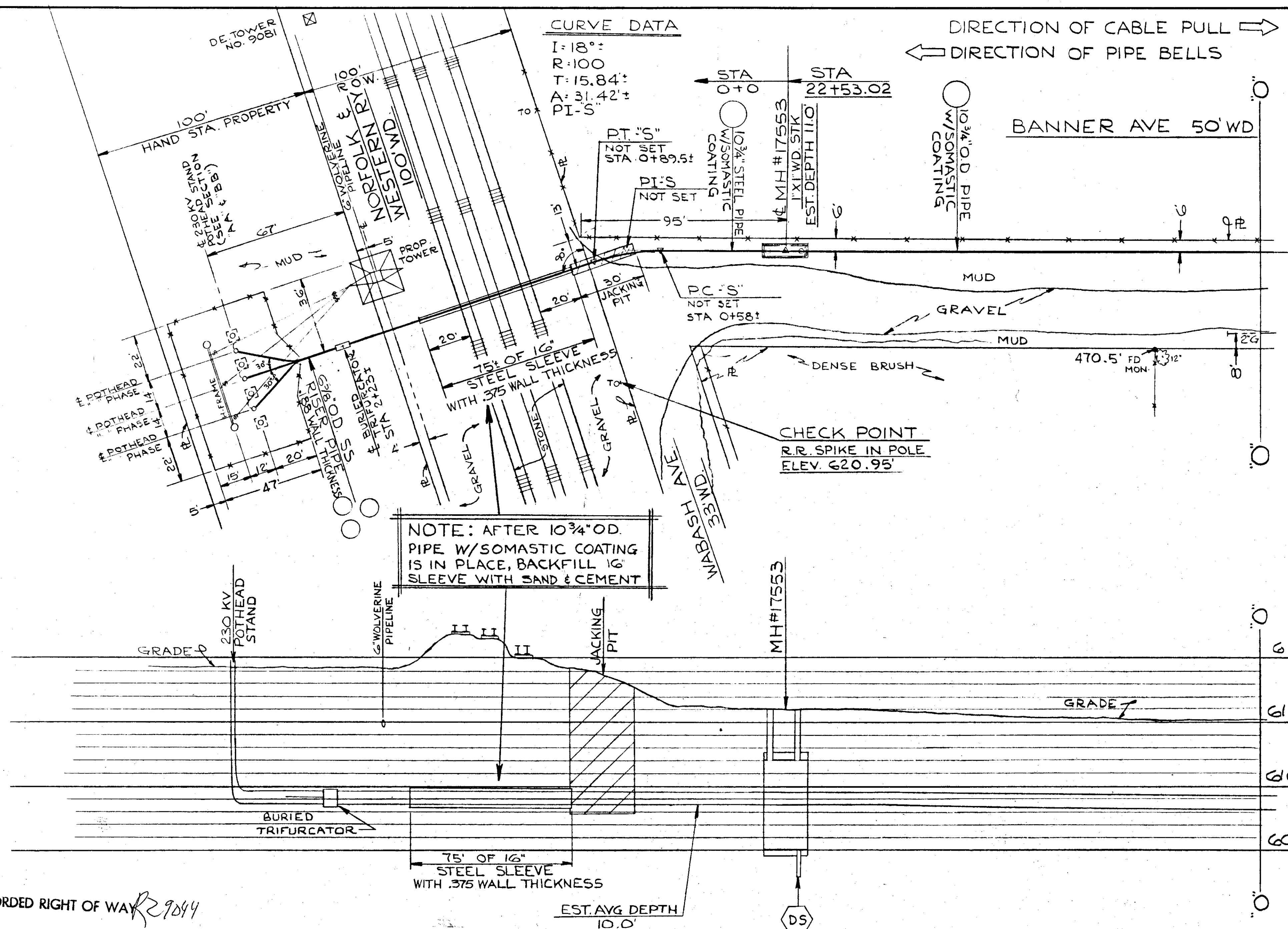
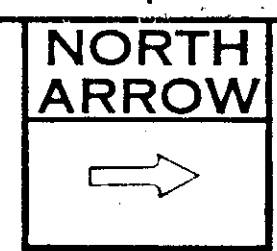


PHASE	CABLE LENGTH TO TOP OF POTHEAD	SLACK	TOTAL CABLE LENGTH
X			
Y			
Z			

SECTION B-B

SECTION A-A

230KV POTHEAD STAND BY CONST. DEPT. - SEE DE. CO. DRWG. #551186-7 & 8



NOTE: AFTER 10 3/4" O.D. PIPE W/SOMASTIC COATING IS IN PLACE, BACKFILL 16" SLEEVE WITH SAND & CEMENT

RECORDED RIGHT OF WAY R 29844

D REVISION				C REVISION				B REVISION				A REVISION				OTHER APPROVAL		NAME		DATE		STATION		THE DETROIT EDISON COMPANY	
MADE BY	CHK BY	APPROVED	APPROVED	MADE BY	CHK BY	APPROVED	APPROVED	MADE BY	CHK BY	APPROVED	APPROVED	MADE BY	CHK BY	APPROVED	APPROVED	DRAWN BY	R CRYSLER	5-21-73	BANNER & NORFOLK & WESTERN RY.	SCALE	1"=30'	LAYOUT JOB NO.	74-001		
																CHECKED BY			PROFILE HORIZONTAL	1"=30'	ORDER FOR WORK	3F1818/U01			
																APPROVED BY	J.P. [Signature]	6-13-73	VERTICAL	1"=5'	DRAWING NUMBER	U3-5-8382P			
																REFERENCE				CITY OF TAYLOR		WAYNE CO		SHEET 17 OF 17 SHEETS	

APPROVED FOR PERMITS ONLY 6-13-73

STATION BANNER & NORFOLK & WESTERN RY. INSTALL 10 3/4" O.D. PIPE W/SOMASTIC COATING 230 KV BROCK-ELM PIPELINE CITY OF TAYLOR WAYNE CO

LATEST REVISION  
NO MAP

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