

6/2/76

CONSOLIDATED RAIL CORPORATION

SIX PENN CENTER PLAZA /
PHILADELPHIA, PENNSYLVANIA 19104

Telephone: 215 594 1753

Assistant Vice President-Contracts
Room 601

June 10, 1976
File: DE-250 WPW/d

Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: R. R. Tewksbury

Gentlemen:

Attached, for your records, is fully executed copy of an agreement between your Company and our Corporation dated April 6, 1976 covering three 24,000-volt aerial power wires and one neutral wire at Valuation Station 789+00+, located at a point 2.39 miles south of the Station of Lincoln Park, Michigan.

Please contact R. D. Lowery, Engineer Construction, Chicago, Ill., Telephone: 312.236-7200, x240 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,

R.W. Orr
R. W. Orr *per J. Hughes*
Assistant Vice President-Contracts

attachment

Please note that we have altered the attached document in the following manner because of Con Rail's acquisition of Penn Central Transportation Company properties:

1. Date of agreement changed
2. Name of Party of First Part changed.
3. Party of First Part changed on signature page.

RECORDED RIGHT OF WAY NO. 30957

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

THIS AGREEMENT, made this 6th day of April, 19 76 ,
between CONSOLIDATED RAIL CORPORATION

party of the first part (hereinafter called "Railroad") and DETROIT EDISON COMPANY, a
Michigan 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 three (3) 24,000-volt
aerial power wires and one (1) neutral wire over and across the land, roadway
and tracks of the Lincoln Branch of Railroad at Valuation Station 789+00+, lo-
cated 1,372 feet north of Mile Post 131, at a point 2.39 miles south of the
Station of Lincoln Park, Michigan.

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in accordance with construction plans RX4357 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-250~~ RX 4357, dated December 11, 1975, 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 Seventy-five Dollars (\$ 75.00) per year as minimum annual rental, which said sum shall be payable annually in advance, commencing as of March 1, 1976. 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.

(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.

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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

RECORDED RIGHT OF WAY NO.

30957

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 1st day of March
A.D. 19 76.

RECORDED RIGHT OF WAY NO. 30957

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:~~
~~Robert W. Blanchette, Richard C. Bond and John H. McArthur, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, Lessee of THE CONNECTING RAILWAY COMPANY~~
~~J. T. Sullivan, Chief Engineer~~

WITNESS
ATTEST:

Dorothy E. Monk

DOROTHY E. MONK

DETROIT EDISON COMPANY

BY *W. C. Arnold*

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

18
4.21.76

WITNESS:

Harry John, Jr.

CONSOLIDATED RAIL CORPORATION

BY *[Signature]*
Its PRESIDENT

RECORDED RIGHT OF WAY NO. 30957



TOWER #1056 A

A

FENN CENT. R.R.

1300' TO BACKER RD.

775 (SOUTH BOUND)

775 (NORTH BOUND)

R.R. FILE: DE-250
EXHIBIT "A"
12-11-75

R.R. SPUR

B

R.R. SPUR

C

⊥ CROSSING
STA. 789+00 ±
1372' N. OF M.P. 131
2.39 MILES S. OF LINCOLN PARK,
MICH.

VIB MICH.

16
JUPITER STA
D.E. Co.

GODDARD RD.

RECORDED RIGHT OF WAY NO.

30957

750'

D

EL. 93.1'

110'

Rx 4357

sent

Please Rush

2

Detroit Edison

2900 Second Avenue
Detroit, Michigan 48226
(313) 337-8000

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION
DEC 17 1975
ELECTRIC TASK FORCE

December 16, 1975

Michigan Public Service
Lansing, Michigan 48913

Gentlemen:

The Detroit Edison Company plans to construct, operate, and maintain an overhead electric line in P.C. 113, Ecorse Township City of Allen Park, Wayne County

The line will cross the tracks of Penn Central Transportation Company. The wires to be installed are:

- Span A-B
- One No. 0 AWA Shield Wire
- Three No. 350 M B 24,000 volt wires

The railroad has given the following waiver of hearing:

- Waiver dated 12-11-75 enclosed
- Blanket Waiver No. _____ on file with MPSC

The wire crossing location is 750 feet North of Goddard Road and 1300 feet East of Becker Road

The proposed crossing is shown on drawing No. RX-4357

- This is a new crossing
- This is a re-construction of an existing crossing under MPSC permit No. ED2-8-_____ dated _____

The proposed construction will be performed according to the Rules and Regulations of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company as approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

Please grant a MPSC permit to The Detroit Edison Company for the proposed crossing.

Permit No. ED2-8-7464

Date: 12-18-75
By: Frank C. Van Camp P.E.

Sincerely,

R.R.T.
Robert R. Tewksbury
Project Administrator
Real Estate and Rights of Way
Department

Please contact RJO'Leary 965-1574 7 working days prior to start of work

RECORDED RIGHT OF WAY NO. 30957

DIE

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

April 26, 1976

Mr. J. T. Sullivan
Chief Engineer
Consolidated Rail Corp.
Room 600
Six Penn Center Plaza
Philadelphia, Pa. 19104

Subject: DE-250
RX-4357

Dear Mr. Sullivan:

The enclosed two overhead lines agreements have been signed by W. C. Arnold for Detroit Edison. The crossing location is 750 feet north of Goddard Road and 1300 feet east of Becker Road in the city of Allen Park.

When you have signed for Consolidated Rail, please return one copy for our file.

Sincerely,



Robert R. Tewksbury
Project Administrator

RRT/dem

Enclosure

RECORDED RIGHT OF WAY NO. 30957

Detroit

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

December 2, 1975

Mr. J. T. Sullivan
Chief Engineer
Penn Central Transportation Company
6 Penn Center Plaza
Philadelphia, Pa. 19104

PLEASE RUSH

Proposed Overhead Wire Crossing:

Span A-B

One No. 0 AWA Shield Wire
Three No. 350 M B 24,000 volt wires

VAL. STATION 789+00±

VAL. SECTION Vib. M.C.W. SHEET 16

M.P.S.C. HEARING WAIVED 12-11-75

YOUR FILE RX 4357 OUR FILE DE-250

PENN CENTRAL TRANS. CO., LESSEE OF

THE CONNECTING RY. Co.

J. T. Sullivan
J. T. Sullivan, Chief Engr.

RECORDED RIGHT OF WAY NO. 30957

Specific Location

750 feet North of Goddard Road and 1300 feet East of
Becker Road

R. R. Valuation Station _____ R. R. Mile Post _____

City/Village Allen Park Township Ecorse, P.C. 113

County Wayne Detroit Edison Plan Attached RX4357

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

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.

Robert R. Tewksbury
ROBERT R. TEWKSBURY, PROJECT ADMINISTRATOR
REAL ESTATE AND RIGHTS OF WAY DEPARTMENT

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

December 2, 1975

**Mr. J. T. Sullivan
Chief Engineer
Penn Central Transportation Company
6 Penn Center Plaza
Philadelphia, Pa. 19104**

PLEASE RUSH

Proposed Overhead Wire Crossing:

Span A-B

**One No. 0 AWA Shield Wire
Three No. 350 M B 24,000 volt wires**

Specific Location

**750 feet North of Goddard Road and 1300 feet East of
Becker Road**

R. R. Valuation Station _____ R. R. Mile Post _____

City/Village **Allen Park** Township **Ecorse, P.C. 113**

County **Wayne** Detroit Edison Plan Attached **RX4357**

This is a New Crossing **XXX** This is a Reconstruction of Existing Crossing _____

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.

Robert R. Tewksbury

ROBERT R. TEWKSBURY, PROJECT ADMINISTRATOR
REAL ESTATE AND RIGHTS OF WAY DEPARTMENT

RECORDED RIGHT OF WAY NO. 30957

Submit One (1) Copy for each Span to
Real Estate and Rights of Way Dept.

D.O. No. _____

Date 11/26/75

THE DETROIT EDISON COMPANY

RAILROAD CROSSING DATA SHEET

RECEIVED
Legal
DEC 2 1975

RX 4357

R/E & R/W DEPT:

Span A-B

Revision of RX New Crossing

M.P.S.C. Permit and Date _____

Railroad: Penn Central R.R.

Facilities: 1 #0 AWA Shield Wire
3 #350 M B 24,000 Volts

Location: In private property 750' North of Goddard Rd. and 1300' E.
of Becker Rd., in the City of Allen Park, P.C. 113
Ecorse Township, T3S, R11E, Wayne County.

System Engineering Dept.

Date 11/26/75

By *C. J. Schepperly*
C. J. Schepperly

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PENNSYLVANIA R.R. PROPOSED LINE CROSSING OVER PENN CENTRAL R.R. AND IN P.R.I. PROPT. 750' NORTH OF E. OF GODDARD RD. AND CITY OF ALLEN PARK TOWNSHIP ECORSE T 35 R 11E COUNTY WAYNE

RX 4357

RECORDED RIGHT OF WAY NO. 30957

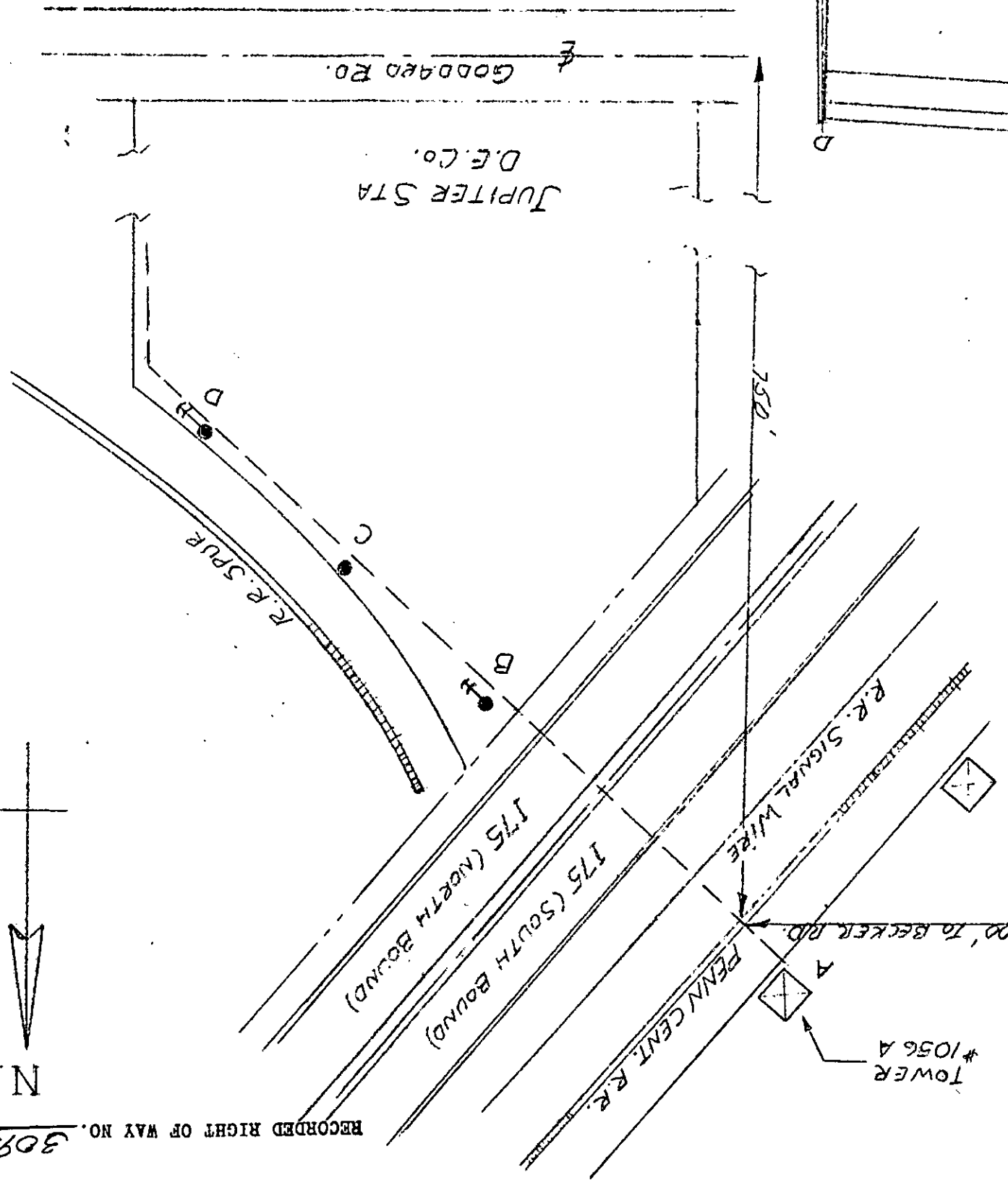
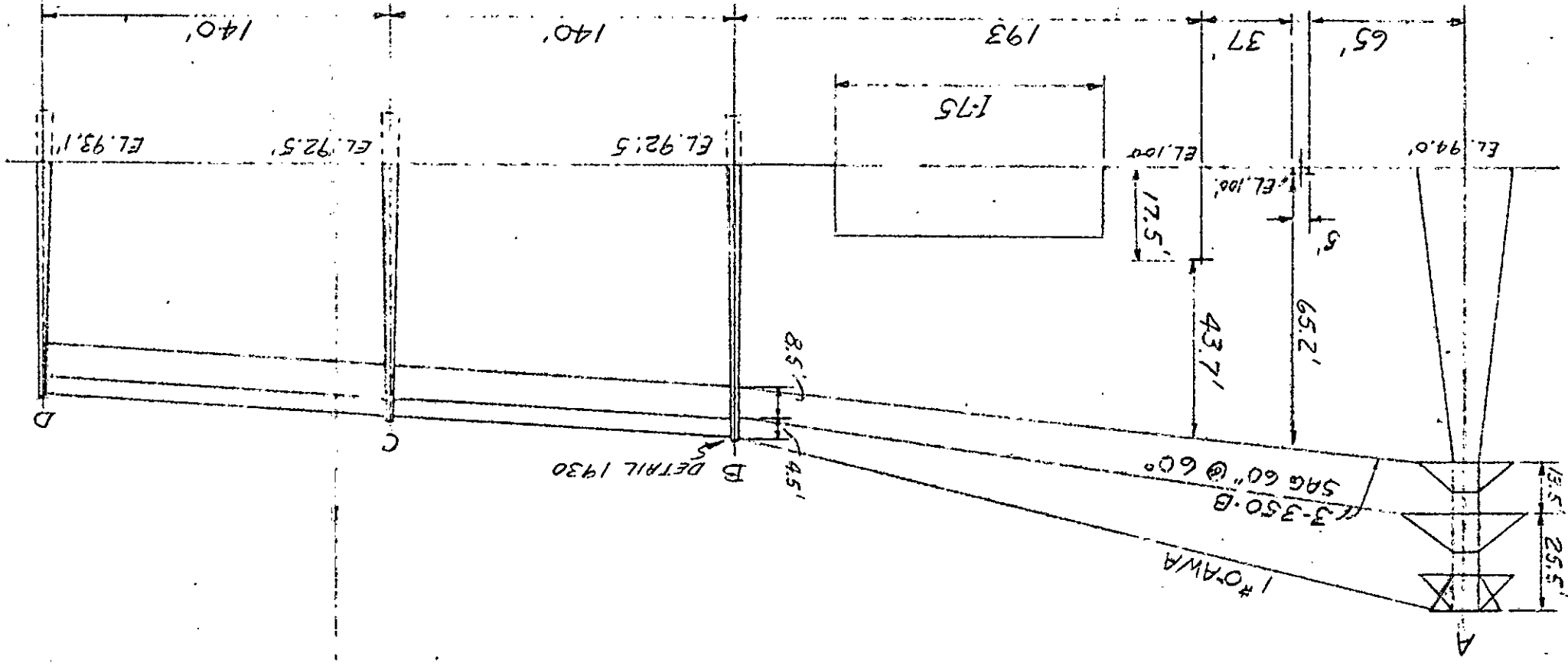
NOTES
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1935.
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

NEAREST POLE TO RAIL	7 FT	SIDING
WIRES OVER TRACKS	27 FT	0 - 750 VOLTS
	28 FT	750 - 15,000 VOLTS
	30 FT	15,000 - 50,000 VOLTS
WIRES OVER R.R. SIGNAL	2 FT	0 - 750 VOLTS
	4 FT	750 - 8,700 VOLTS
	6 FT	8,700 - 50,000 VOLTS

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R.R. TRACKS	STRINGING SAG AT 60°F	R.R. TRACKS	R.R. SIGNAL WIRE
A-B	300'	350M-B	60"	65.2'	43.7'

TOWER HEIGHT OF 119'
SAG TABLE II
FINAL SAG RATIO 1.22
PULING SPAN=230'



ELEVATION Looking NORTH EAST

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