

OCT 1 0 1979

To:

Records Center

From:

Virginia L. Sinnott

Real Estate and Rights of Way Department

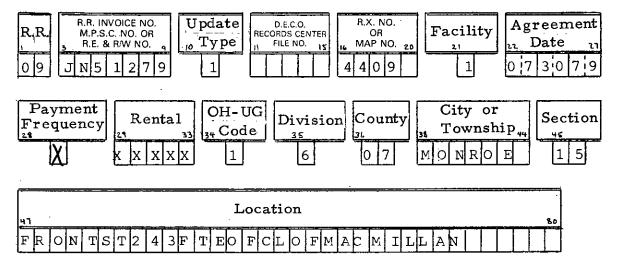
Pail R.R.-RX4409-Dist.

Subject:

In East Front St., 243 ft. E of the centerline of MacMillan St., Section 15, NW4, PC-512, City of

Monroe, Monroe Township, Monroe County.

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

cc: Accounts Payable

- ☐ Service Planning
- ☐ System Engineering
- ☐ Transmission & Distribution



August 20, 1979

Mr. Lonsky Lowskey
Dept. of Transportation
2 North Plaza
Jackson MI 49202

Gentlemen:

The Detroit Edison Company plans to construct, operate, and maintain an overhead line in <u>Section 10</u>, <u>City of Monroe</u>, <u>County of Monroe</u>

The line will cross the tracks of the Conrail Corp.

The wires to be installed

are:

RECEIVED

One #1/0 AWA Shield Wire, 0 Volts Three # 954 ACSR 120,000 Volts

AUG 2 4 1979

JACKSON DISTRICT #8
Michigan State Highway Department

The railroad has given the following waiver of hearing:

XX Waiver dated 7/27/79 enclosed

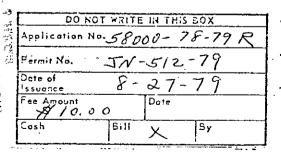
Blanket Waiver on file with the MPSC.

The proposed crossing is shown on drawing No. RX- 440%

XX This is a new crossing.

This is a re-construction.

Please grant a State Highway Permit to the Detroit Edison Company for the proposed crossing.



Very truly yours,

Leslie G. Sundstrom Office Supervisor

Real Estate & Rights of Way 630 WCB

D.E. FORM RR40 9-77 CS



Room 801 (215) 893-6386

July 30, 1979 File: DE-314

Detroit Edison Company 2000 Second Avenue Detroit, MI 48226

Attention: Leslie G. Sundstrom

Office Supervisor

Gentlemen:

Reference is made to your letter dated June 4, 1979, attaching copies of your drawing RX-4409 indicating your proposed installation of an aerial crossing of one (1) circuit, 120,000 volts, consisting of three (3) conductors and one (1) shield wire, crossing over tracks located at Valuation Station 1626+10+, at a point 1390 feet east of Mile Post 1 and 1.45 miles east of the Station of Monroe, Monroe County, Michigan, within the confines of Front Street.

We have no objections to the installation as mentioned above with the understanding that the abovementioned facilities will be installed in a safe and satisfactory manner and in accordance with the "General Conditions" hereto attached and made a part hereof. You will be required to notify: Mr. R. D. Lowery, Engineer Construction, Chicago, Illinois, Telephone: 312-236-7200 x2400 at least seven (7) working days prior to start of work.

It is to be understood that this installation must be made in accordance with the approved plans and will conform with current Consolidated Rail Corporation construction requirements.

Consolidated Rail Corporation hereby watwes hearing in regard to your Company making the abovementioned 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 offical 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.

CONSOLIDATED RAIL CORPORATION

R. W. Orr, Assistant Vice President - Contracts

CONSOLIDATED RAIL CORPORATION 1528 Walnut Street

PHILADELPHIA, PENNSYLVANIA 19104

GENERAL CONDITIONS

- 1. Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any Railroad structure or appurtenance and will not otherwise be located on any private property of the Railroad.
- 2. In the event of any revision, renewal, addition or alteration of said facilities, prior approval of the Railroad must be secured.
- 3. Facilities will be installed, maintained, repaired and renewed by and at the sole risk, cost and expense of the OWNER.
- 4. If the Railroad deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the facilities and appurtenances of the OWNER, or in the event of emergency, to place watchmen, flagmen, inspectors or any other employées deemed necessary by Railroad for the protection of the property owned or in possession or control of the Railroad, or its employees, patrons, or licensees, the Railroad shall have the right to do so. The OWNER agrees to pay to 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. The OwNER agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad. Failure of the Railroad to provide such watchmen, flagmen, inspectors or any other employees of Railroad, shall in no event be construed as in any manner or degree affecting any obligations of the OWNER as provided for elsewhere in these conditions.
- 5. All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of said facilities and appurtenances herein referred to, caused by or from the joint or concurring negligence of both parties hereto shall be borne by them equally; if, however, any such loss, injury or damage shall be attributed to the negligence of one of the parties hereto, where solely or combined with the negligence of any other person or corporation not a party hereto, and without the concurring fault or negligence of the other party hereto, then such party hereto which by its fault, or negligence contributed thereto shall indemnify, protect and save harmless the other party hereto therefrom.
- 6. Upon abandonment of the facilities, the same shall be removed and the property of the Railroad shall be restored to good condition and this instrument shall become null and void, save and except only as to any liability accrued prior thereto.
- 7. All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the owner shall in no event transfer or assign its rights hereunder without the written consent of Railroad".

Detroi

June 4, 1979

2000 Second Avenue Detroit, Michigan 48226 (313) 237-8000 Mr. R. W. Orr, Ass't. Vice President-Contracts Consolidated Rail Corp.

1528 Walnut St. - 8th Floor Philadelphia, PA 19102

Proposed Overhead Wire Crossing:

Span A-B

One #1/0 AWA Shield Wire, 0 volts Three #954 ACSR, 120,000 volts

Specific Location

In East Front Street, 243' E of the centerline of MacMillan St. Section 15, NW4, PC-512.

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R. R. Valuation Station	R. R. Mile Post	
City/Village Monroe	Township	Monroe
County Monroe Detroit Ed	ison Plan Attached	RX-4409
This is a New Crossing XX T	his is a Reconstructio	n of Existing Crossing
Previous Agreement Information (if any) [Date	(R. R. Plan)
•		·
Blanket Waiver of Hearing Covers	Waiver of Hearin	g Requested In Duplicate
	to be mailed to applica	
All construction will be done in accordance Commission.	with the rules and reg	Sundston
	·	nervisor

Real Estate & Rights of Way Dept.

630 W.C.B.

THE DETROIT EDISON COMPANY

RAILROAD CROSSING DATA SHEET

RX 4409

Span A-B

Revision of RX New Crossing

M.P.S.C. Permit and Date New Crossing

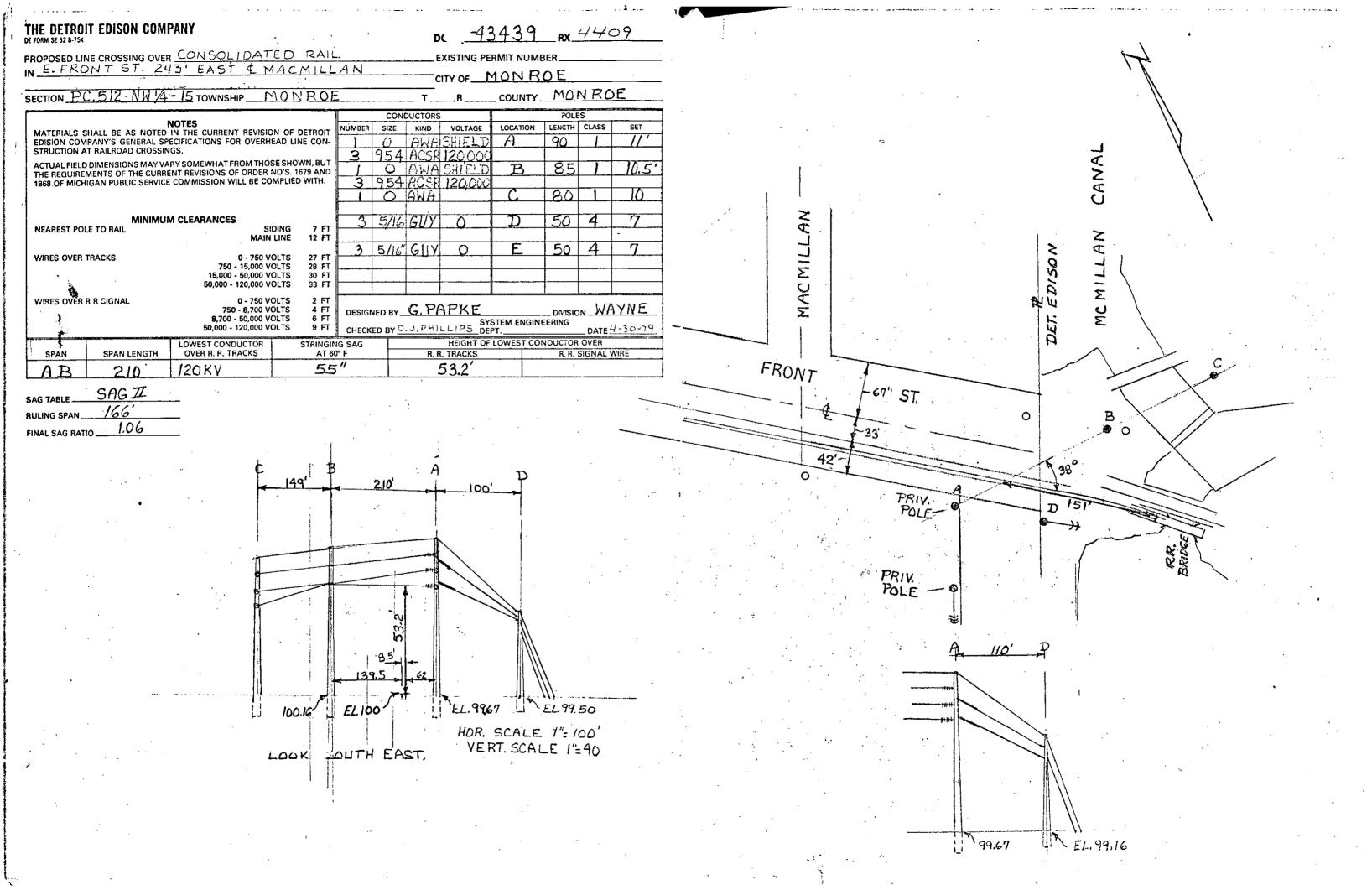
Railroad: Consolidated Railroad

Facilities: One # 1/0 AWA Shield Wire OVolts
Three #954 ACSR 120,000 Volts

Location: In E. Front Street 243 feet east &
of MacMillan, City of Monroe, Section
15 NW1/4, PC 512, Monroe Township,
Monroe County.

System Engineering Dept.

Date 6-4-79
By Ord Phillips



PRIORDED BIGHT OF WAY NO.

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