

To: Records Center

From: Sharon Sounart
Real Estate and Rights of Way Department

Subject: Approximately 1,100 Feet South of 17 Mile Road
and Approximately 2,800 Feet West of Van Dyke.
Located in the Northwest $\frac{1}{4}$ of Section 21, City of
Sterling Heights, Macomb County.

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

Consolidated R.E.

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RAW NO. 3	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 22
09	ME10681	1		4328	2	XXXXXX

Payment Frequency 23	Rental 24	OH-UG Code 34	Division 35	County 36	City or Township 38	Section 45
X	XXXXX	1	3	06	STERLING	21

Location									
41									80
1	1	1	0	0	F	T	S	1	7
M	I	R	D	3	2	8	0	0	F
T	W	V	A	N	D	Y	K	E	

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

Approved *Sharon Sounart*

- cc: Accounts Payable
- Service Planning
- System Engineering
- Transmission & Distribution



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

March 23, 1981

Mr. David Wilson
 Acting Utilities-Permits Engineer
 Department of Transportation
 18101 Nine Mile Road
 Southfield, MI 48075

APPROVED

MAR 27 1981
David B. Wilson HAO
 DIST. UTILITY ENGINEER
 MICHIGAN STATE HIGHWAY DEPT.

Gentlemen:

The Detroit Edison Company has an existing overhead transmission line in the City of Sterling Heights, Macomb County, Michigan.

The Consolidated Rail Corporation has constructed a new track under the above transmission line which consists of:

Two 120,000 volt, 60 cycle, 3 phase transmission lines with one ground wire.

Conductors: Six 795 MCM 45/7 ACSR with one 3/8" steel ground wire.

Insulators: Eight 5 3/4" x 9 1/2" per phase in suspension. Nine 5 3/4" x 10" per phase in deadend.

As per my conversation with Eugene Barnes, Detroit Edison has prior rights to the property and no waiver is required. Easement rights were granted to Detroit Edison. (Copy enclosed.)

The crossing is shown on drawing No. RX 4328. This is a new crossing.

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

DO NOT WRITE IN THIS BOX		
Pe	Application No. <u>50000-1-81</u>	
Da	Permit No. <u>ME-106-81</u>	
	Date of Issuance <u>3-27-81</u>	
By	Fee Amount <u>10⁰⁰</u>	Date <u>3-27-81</u>
	Cash	Bill <u>X</u> By <u>HAO</u>

RECEIVED

MAR 25 1981

Utilities-Permits Division
 Mich. Dept. of State Highways

Very truly yours,

R. G. DuPont

R. G. DuPont
 Office Supervisor
 Real Estate & R/W Department
 406 G. O.

RGD:ss

Enc.

RECORDED RIGHT OF WAY NO. 33812

CONRAIL



Room 801
(215) 893- 6409

March 4, 1981
File: DE-327

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: R. G. DuPont
Office Supervisor
Real Estate & R/W Dept.

Gentlemen:

Reference is made to your letter dated June 17, 1980 attaching copies of your drawing RX-4320 indicating your proposed installation of an aerial crossing of two (2) 120,000-volt circuits each consisting of three (3) conductors and one (1) neutral wire crossing over tracks of Railroad located at Valuation Station 978+70+, at a point 1577 feet south of Mile Post 21 and 3.12 miles south of the Station of Utica, Macomb County, Michigan.

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: R. D. Lowery, Engineer of Construction, Chicago, Ill., 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 waives 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.

Your draft in the amount of \$ 250.00 to cover the preparation fee under this agreement is to be forwarded when all copies of the agreement are returned to this office.

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.

CONSOLIDATED RAIL CORPORATION

R. W. Orr

R. W. Orr, Assistant Vice President - Contracts

RECORDED RIGHT OF WAY NO. 338/21

11/22/76

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 employees 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".

RECORDED IN THE OFFICE OF THE CLERK OF THE COMMONWEALTH OF PENNSYLVANIA

338/12

Detroit Edison

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

DE 327

June 17, 1980

BT 9999

Mr. R. W. Orr
Assistant Vice President-Contracts
Consolidated Rail Corporation
1528 Walnut St. - 8th Floor

Philadelphia, Pennsylvania 19102

Proposed Overhead Wire Crossing:

Circuits:

Two 120,000 volt, 60 cycle, 3 phase transmission lines with one ground wire.

Conductors:

Six 795 MCM 45/7 ACSR with one 3/8" steel ground wire.

Insulators:

Eight 5 3/4" x 9 1/2" per phase in suspension.

Nine 5 3/4" x 10" per phase in deadend.

Specific Location

Crossing of the Chestnut-Sterling (Logan), and the Northeast-Sterling (Logan) (Skylark) 120-kV circuits over the Consolidated Rail Corp. approximately 1,100 feet south of 17 Mile Road, and approx. 2,800 feet west of Van Dyke.

Located in the northwest 1/4 of Section 21, City of Sterling Heights, Macomb County.

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

City/Village Sterling Heights Township Sterling

County Macomb Detroit Edison Plan Attached 4328

This is a New Crossing XX 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 xxx

(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.

[Signature]
R. G. DuPont
Office Supervisor
Real Estate & Rights of
Way Department

406 G. O.

RECORDED RIGHT OF WAY NO. 33812

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Chestnut-Sterling (Logan), and the Northeast - Sterling (Logan) (Skylark) 120kV circuits over the Consolidated Rail Corp. approximately 1,100 feet south of 17 Mile Road, and approximately 2,800 feet west of Van Dyke.

Located in the northwest $\frac{1}{4}$ of section 21, city of Sterling Heights, Macomb County.

Circuits

Two 120,000 volt, 60 cycle, 3 phase transmission lines with one ground wire.

Conductors

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Insulators

Eight 5 3/4" x 9 1/2" per phase in suspension.
Nine 5 3/4" x 10" per phase in deadend.

Guy and Guy Attachments

None

Suspension and Deadend Details

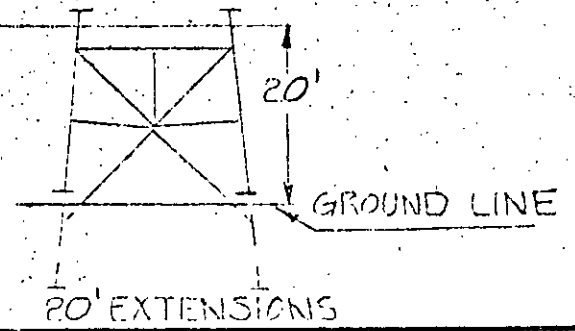
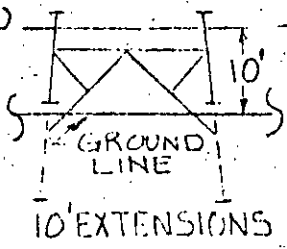
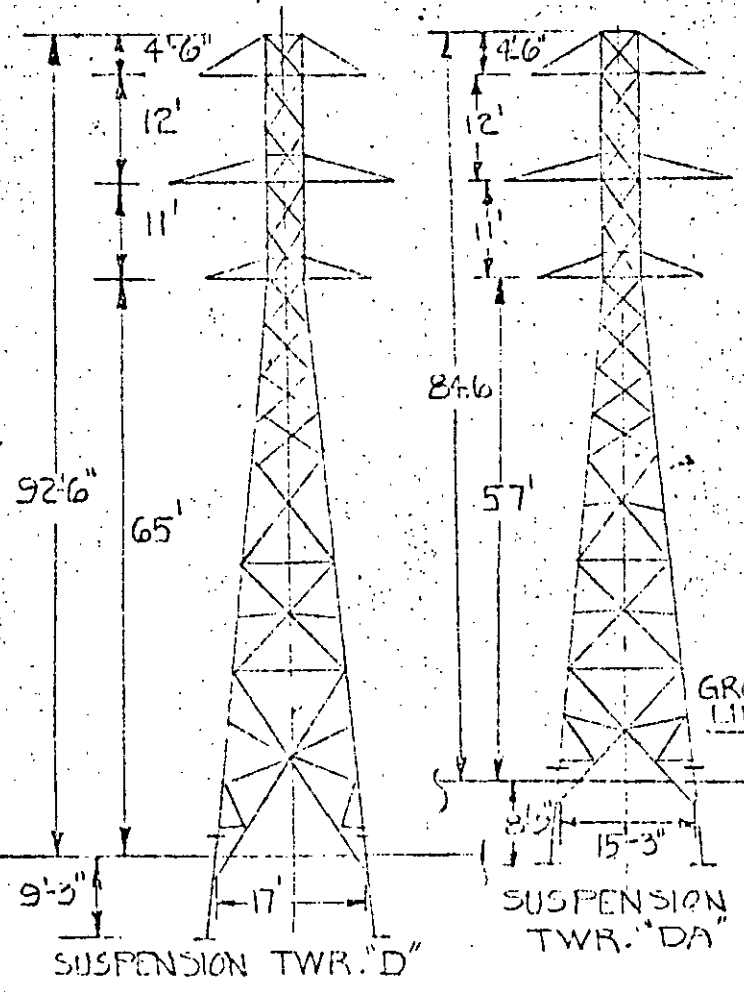
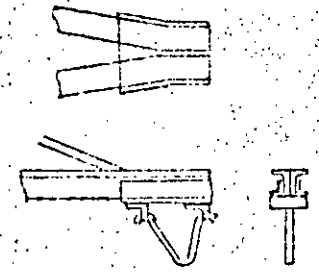
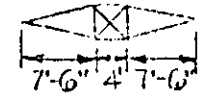
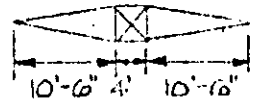
See attached drawing ED1-7572

Towers and Crossarms

See attached drawing T-7567

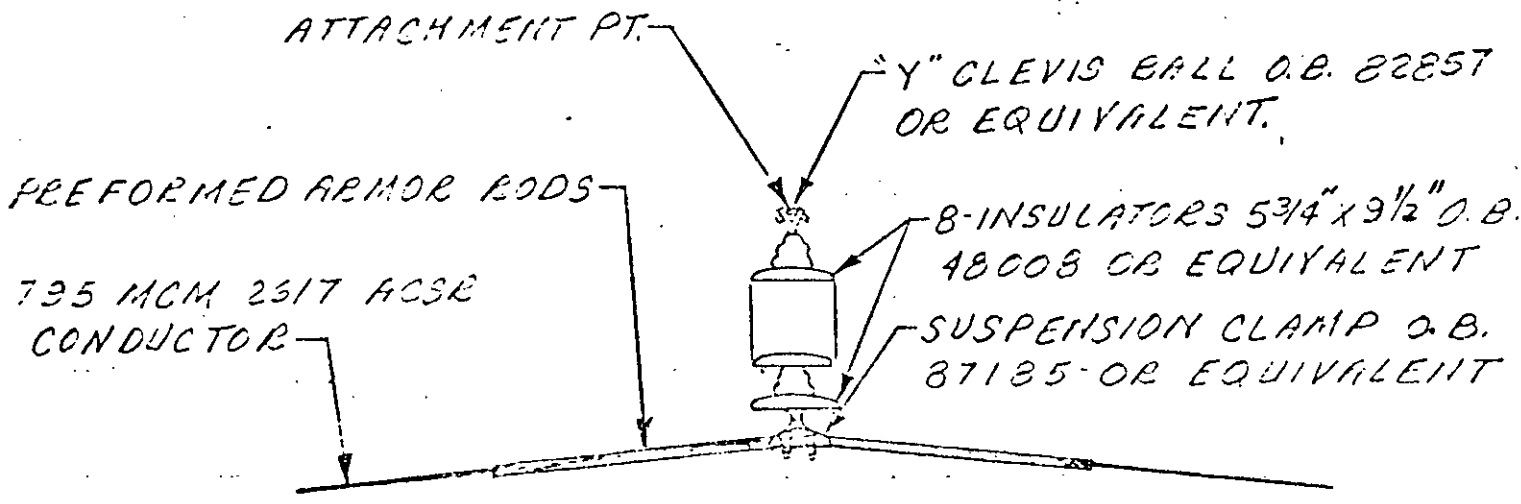
RECORDED RIGHT OF WAY NO. 33812

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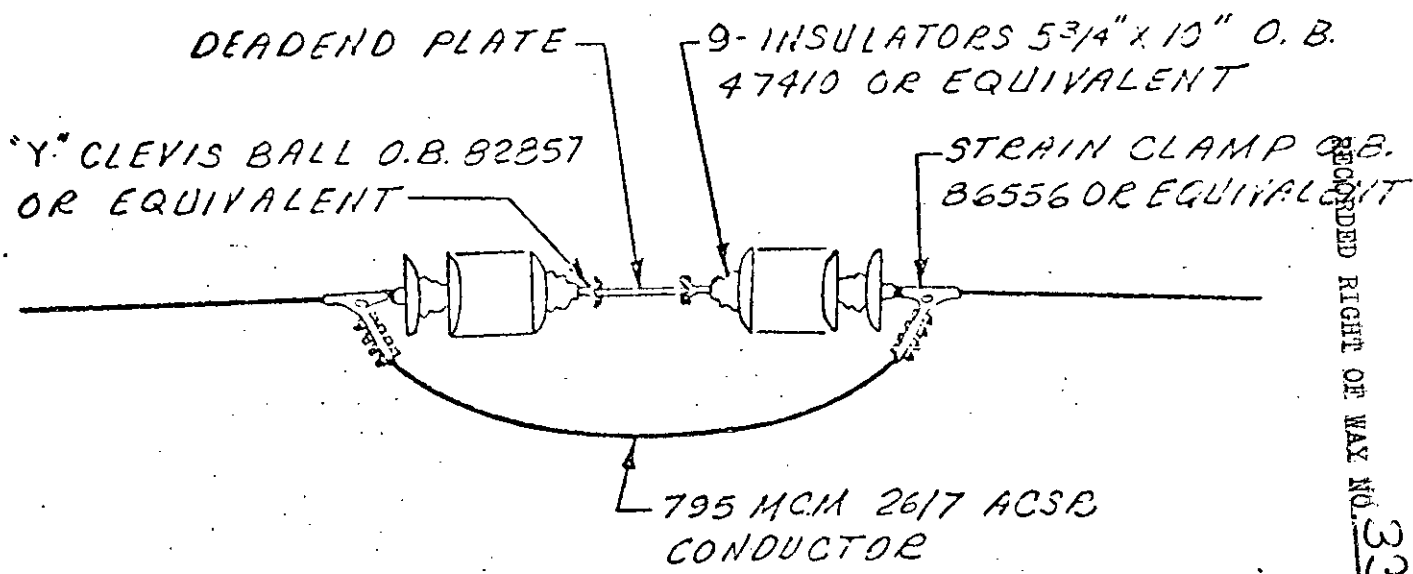


DETROIT EDISON CO.
STRAIN TOWER "D" & "DA"

APPROVED	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
	LAYOUT BY	DRAWN BY C. VAN PARI
	DATE 5-5-71	DRAWING NUMBER
	SCALE	ED 1-7567



DEADEND ASS'Y
DETAILS



RECORDED RIGHT OF MAX NO. 338172

REV. A 4-23-77

120 KV SUSPENSION &
DEADEND ASS'Y DETAILS

APPROVED	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
	LAYOUT BY J. H. [unclear]	DRAWN BY [unclear]
	DATE 5-7-71	DRAWING NUMBER
	SCALE	ED1-7572