

OVERHEAD WIRES

THIS LICENSE, effective the 22nd day of October, 1981.

WITNESSETH:

That the DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY, a Delaware Corporation -
131 West Lafayette Boulevard, Detroit, Michigan 48226, hereinafter
called the "Licensor," licenses and permits the DETROIT EDISON COMPANY, a Michigan Corporation -
2000 Second Avenue, Detroit, Michigan 48226, hereinafter called the
"Licensee," to install, maintain and use a power line
consisting of three (3) No. 1/0 ACSR 13.2-kv, and One (1) No. 1/0 ACSR 0
with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and
tracks of the Licensor at City of Flat Rock, Mile Post 18.77,
in the County of Wayne, State of Michigan,
the particular character and location of said facilities hereby licensed being indicated on the attached blue print
which is hereby made a part hereof. DT&I Plan RET-1

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said power line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said power line shall be installed, erected and at all times maintained at an elevation of not less than 28' 6" feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of 10 feet from the nearest rail of any track of the Licensor, and each and all of the said power line, poles and towers and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. In case of any inductive interference with the telegraph or telephone wires of the Licensor, or in case of any interference in any way with the maintenance, operation or use by the Licensor of its right of way, tracks, structures, or other property, or property in its care, resulting from the power line, poles or towers and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged by reason of the installation, maintenance, repair, renewal or removal of the facilities hereby licensed, or by reason of the sagging or breaking of said power line, or by reason of the condition of said power line and other facilities hereby licensed, or by reason of said power line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said injury or damage the Licensee will, upon notice from the Licensor, settle, adjust or defend the same at its sole cost and expense and without expense to the Licensor and will pay any judgment rendered therein together with costs of court.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, who, it is understood, constitutes its agent for such purpose, and provided, further, that the Licensor may at any time designate another agent for such purpose.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said power line, and its other facilities hereby licensed, from the land of the Licensor, leaving the Licensor's premises in a neat, clean and level condition. If the Licensee shall fail so to do within twenty (20) days after the cancellation or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

RECORDED RIGHT OF WAY NO. 33972

period October 22, 1981 to December 31, 1982

7. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the ~~first~~ **or fraction thereof** year of the continuation of this license, the sum of **TWO HUNDRED FIFTY (\$250.00) DOLLARS** and thereafter, annually, in advance, the sum of **FIFTY (\$50.00) DOLLARS** per annum. **or fraction thereof.**

7.(a) The Licensee further agrees to give seventy-two (72) hours' advance notice (excluding Saturdays, Sundays and Holidays) to Licensor's Engineer of Surveys & Construction, Mr. F. W. Pieper, in Dearborn, Michigan, at (313) 336-9600 before beginning any work to permit Licensor to assign its flagman. Licensee further agrees to reimburse Licensor for flagging expenses on receipt of bills therefor. Licensee shall not begin any work on the licensed premises unless said flagman is present.

8. This license shall inure to the benefit of and be binding upon the successors, heirs and assigns of the parties hereto.

9. If Licensor has no inspector and/or flagman available at the time notice is given pursuant to Clause 7.(a), Licensee will NOT proceed with any work involving the licensed premises until the proper personnel can be assigned.

ED Lander
10-28-81

IN WITNESS WHEREOF, the parties hereto have executed the within license, effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY,
a Delaware Corporation

BY *[Signature]*
Its - Manager of Real Estate & Tax

[Signature]

XX *[Signature]*
Sharon L. Sounart

DETROIT EDISON COMPANY,
a Michigan Corporation -

BY X *[Signature]*
Its **ROBERT R. TEWSSBURY, DIRECTOR**
Real Estate and Rights of Way Dept.

G. T. W. APPROVALS	
<i>[Signature]</i>	LEGAL DEPT. AS TO FORM
<i>[Signature]</i>	CHIEF ENGR.
<i>[Signature]</i>	REAL ESTATE TAX DEPT.
<i>[Signature]</i>	SUPT. OF COM'G.

LICENSE

FROM

TO

FOR

AT

Date

Expires

Rental

RECORDED RIGHT OF WAY NO. 33979

**Detroit
Edison**

12-7-81

To: Records Center

From: Sharon Sounart
Real Estate and Rights of Way Department

Subject: 1300 Feet Northeast of Flat Rock City Limit and
980 Feet Southwest of Huron River Drive.

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

*Det. Tolala
- Ironstone RR*

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & RW NO. 9	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement 22 Date 23
06	ME65581	1		4444	1	1102281

Payment Frequency 28	Rental 29 33	OH-UG 34 Code	Division 35	County 36	City or Township 38 44	Section 45
A	50	1	2	13	FLT ROCK <i>BROWNSTOWN TWP</i>	31

Location 41 50																												
1	3	0	0	F	T	W	E	F	L	A	T	R	O	C	K	9	8	0	F	S	W	H	U	R	O	N		

RIVER DRIVE.

- 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

RECORDED RIGHT OF WAY NO. 33979

**Detroit
Edison**

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

November
18, 81

DO NOT WRITE IN THIS BOX			
Application No. 82000-59-81			
Permit No. ME-655--RR-81			
Date of Issuance 11/23/81			
Fee Amount 10.00		Date 11/23/81	
Cash	Bill	X	By CLC

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

RECEIVED

NOV 26 1981

Utilities-Permits Division
Mich. Dept. of State Highways

Gentlemen:

The Detroit Edison Company plans to construct, operate, and maintain an overhead line in City of Flat Rock, Wayne County.

The line will cross the tracks of the Detroit, Toledo and Ironton Railroad Company The wires to be installed are:

Span B-D

Three No. 1/0 ACSR 13.2-kV

One No. 1/0 ACSR 0

The railroad has given the following waiver of hearing:

XX Waiver dated 11-13-81 enclosed

 Blanket Waiver on file with the MPSC.

The proposed crossing is shown on drawing No. RX-4444

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.

Permit No. ME-655-RR-81

Date December 1, 1981

By David B. Wilson

David B. Wilson
District Util/Permits Engr.

Very truly yours,

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

RECORDED RIGHT OF WAY NO.

33979

/ss



Grand Trunk Western Railroad Co

131 West Lafayette Boulevard
Detroit, Michigan 48226

Frank J. Surmacz
Manager Real Estate and Tax

November 13, 1981

L-333-1

Mr. R. G. DuPont, Office Supervisor
Real Estate & R/W Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Re: Detroit Edison Plan RX 4444

Dear Mr. DuPont:

In accordance with your request dated October 9, 1981, this letter will serve as Detroit, Toledo and Ironton Railroad Company's consent and approval to the construction of a wire crossing at a point you have described as "1300' NE of Flat Rock City Limits, and 1530' SW of Huron Drive, City of Flat Rock, SW $\frac{1}{4}$ Section 31, T4S, R10E, Wayne County, Michigan, consisting of the following wires:

Span B-D

Three No. 1/0 ACSR 13.2-kv
One No. 1/0 ACSR 0

This construction will be covered by Overhead Wire License effective October 22, 1981 between Detroit, Toledo and Ironton Railroad Company and Detroit Edison Company.

Yours very truly,

R. E. Milz

bb

RECORDED RIGHT OF WAY NO. 33979



Grand Trunk Western Railroad Co

131 West Lafayette Boulevard
Detroit, Michigan 48226

Frank J. Surmacz
Manager Real Estate and Tax

November 13, 1981

L-333-1

Mr. R. G. DuPont, Office Supervisor
Real Estate & R/W Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Re: RX 4444

Dear Mr. DuPont:

Attached is your fully executed copy of Overhead Wire License, effective October 22, 1981, covering a site at Flat Rock, Michigan, Mile Post 18.77 for the purpose of a power line.

Please sign and return the duplicate copy of this letter to our office to acknowledge your receipt of the attachment.

Also attached, in duplicate is the Waiver of Hearing letter as requested.

Yours very truly,


R. E. Milz

bb
Attach.

RECEIVED November 18, 1981.

By 

RECORDED RIGHT OF WAY NO. 33949



Grand Trunk Western Railroad Co

131 West Lafayette Boulevard
Detroit, Michigan 48226

Frank J. Surmacz
Manager Real Estate and Tax

L-333-1

October 26, 1981

Mr. R. G. DuPont, Office Supervisor
Real Estate & R/W Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Re: Your File - RX 4444

Dear Mr. DuPont:

In accordance with your request of October 9, 1981, we have prepared and are attaching, in duplicate, Overhead Wire License, effective October 22, 1981, covering a site at the City of Flat Rock, Michigan (Mile Post 18.77) for the purpose of installing, maintaining, and using a power line consisting of three (3) No. 1/0 ACSR 13.2-kv, and one (1) No. 1/0 ACSR 0.

Please sign both copies on behalf of the Detroit Edison Company in the space marked "X", have your signature witnessed in the space marked "XX", thereafter returning both copies to this office for signature on behalf of the Detroit, Toledo and Ironton Railroad Company, after which you will be furnished with a fully executed copy for your files, also the Waiver of Hearing letter that you have requested.

Yours very truly,


R. E. Milz

bb
Attach.

RECORDED RIGHT OF WAY NO. 53979

"Rush"

October 9, 1981

Detroit Edison

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

Mr. F. W. Piper
Office Engineer
Detroit, Toledo and Ironton Railroad Company
One Parklane Boulevard
Dearborn, Michigan 48126

Proposed Overhead Wire Crossing:

Span B-D
Three No. 1/0 ACSR 13.2-kV
One No. 1/0 ACSR 0

NOTE: We are trying to service a primary customer by November 1, 1981.

Specific Location

1300' NE of Flat Rock City Limits, and 980' SW of Huron Drive, City of Flat Rock, SW 1/4 Section 31, T4S, R10E, Wayne County, Michigan.

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

City/Village Flat Rock Township _____

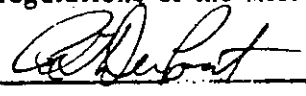
County Wayne Detroit Edison Plan Attached RX 4444

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 XX
(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.



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

/ss
cc: F. Surmacz

RECORDED RIGHT OF WAY NO. 33979

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

D.O. No. _____

Date _____

Rush

THE DETROIT EDISON COMPANY

RAILROAD CROSSING DATA SHEET

BW3388

RX 4444

Span B-D

Revision of RX _____

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

Railroad: D.T. & I. R.R.

Facilities: 3 No. 1/0 ACSR 13.2 kV
1 No. 1/0 ACSR 0

Location: 1300' N.E. of Flat Rock City limit, and 980'
S.W. of Huron River Dr.

System Engineering Dept.

Date October 5, 1981

By William J. Clemens

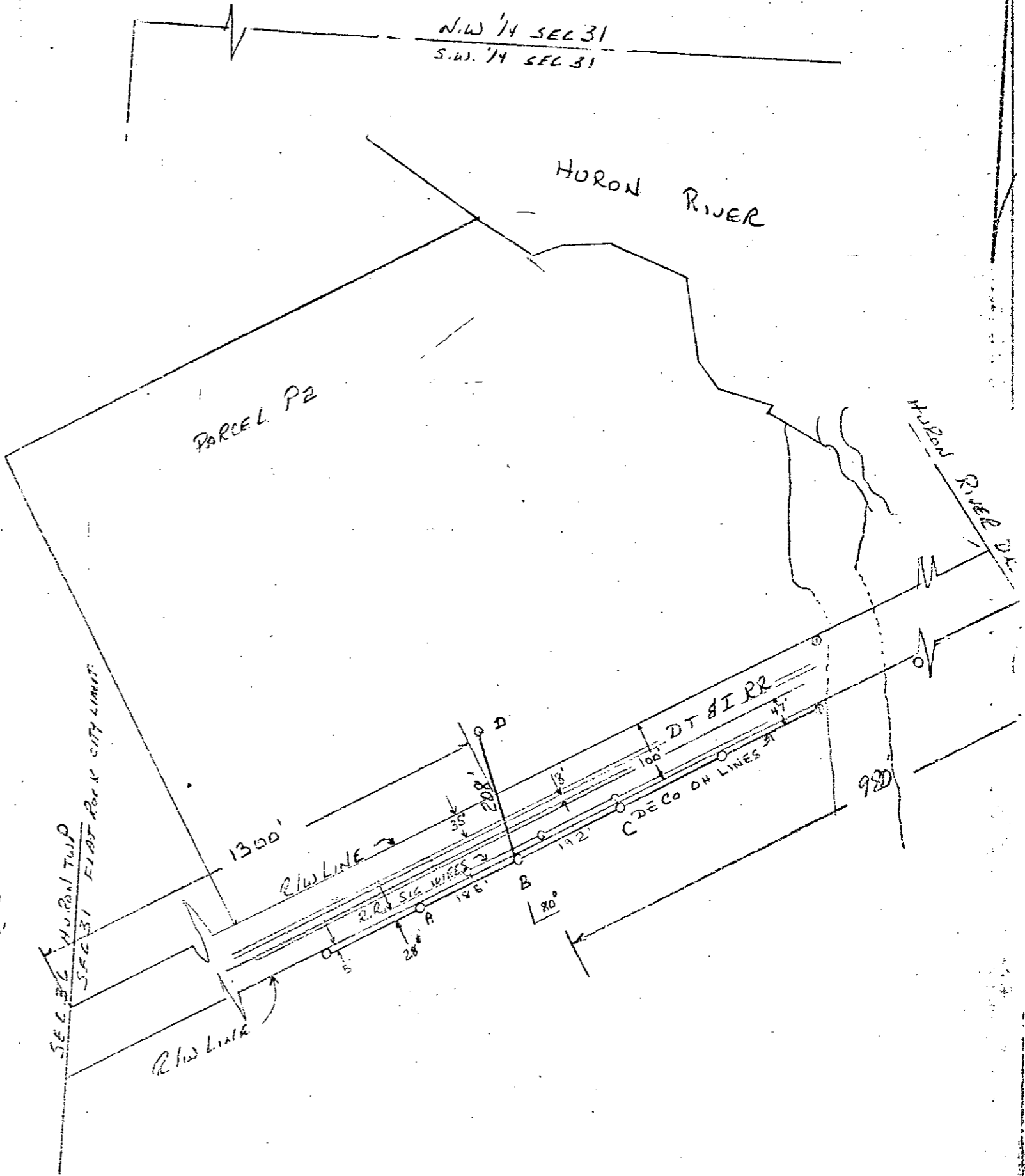
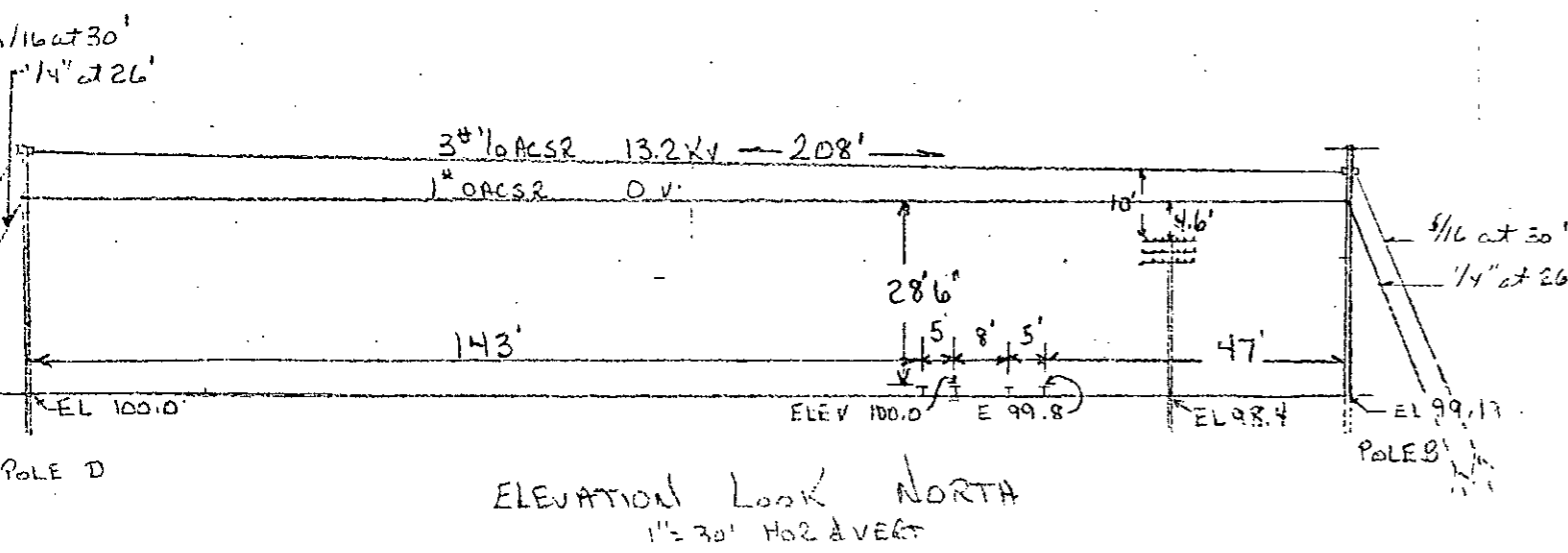
/saf

RECORDED RIGHTS OF WAY NO. 33979

PROPOSED LINE CROSSING OVER DT&I RR EXISTING PERMIT NUMBER _____
 IN 1300' N.E. OF FLAT ROCK CITY LIMIT, AND 980' SW CITY OF FLAT ROCK
OF HURON RIVER DR.
 SECTION SW 1/4 SEC 31 TOWNSHIP _____ T 45R10E COUNTY WAYNE

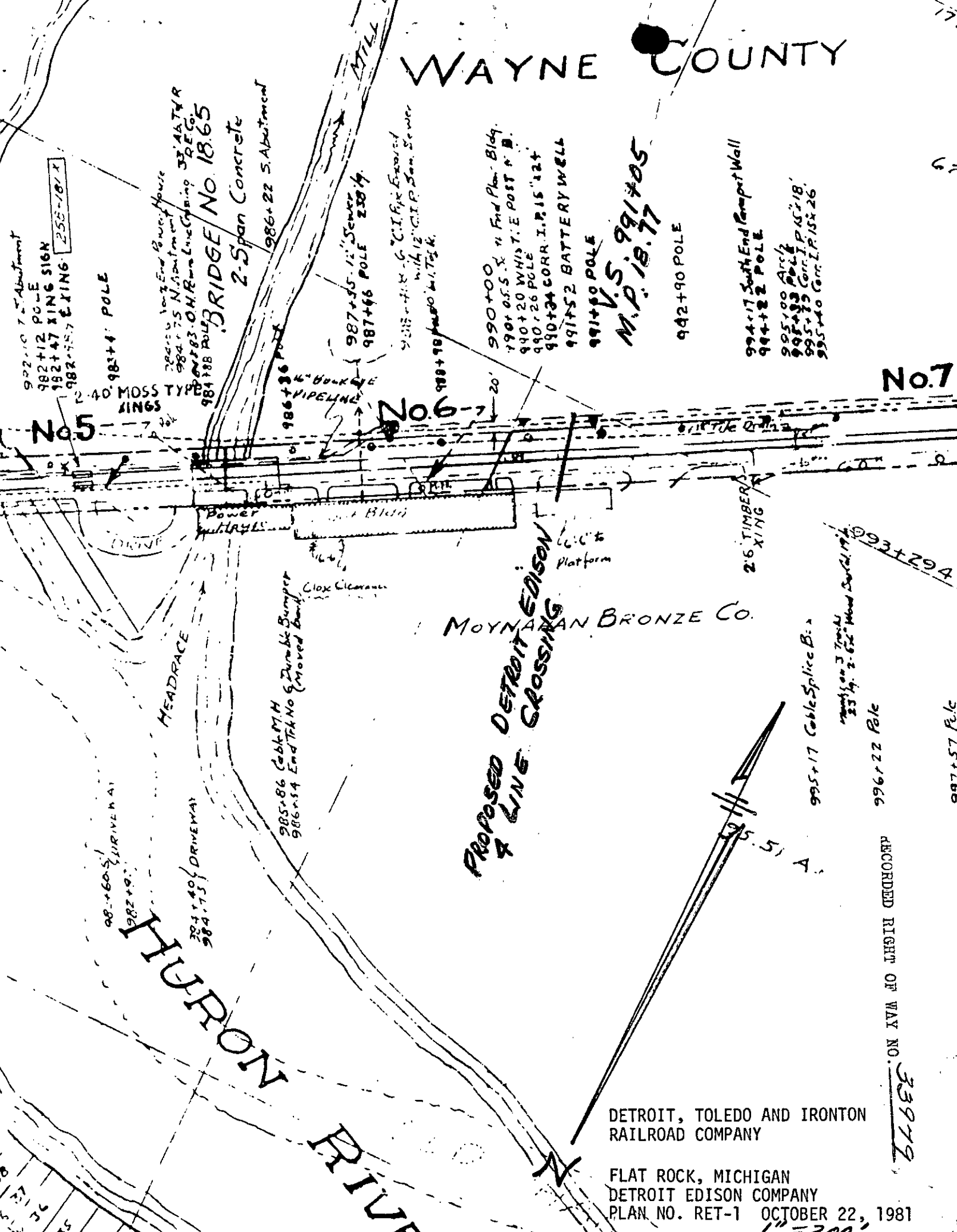
NOTES		CONDUCTORS				POLES			
MATERIALS SHALL BE AS NOTED IN THE CURRENT REVISION OF DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS.		NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	SET
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN, BUT THE REQUIREMENTS OF THE CURRENT REVISIONS OF ORDER NO'S. 1679 AND 1868 OF MICHIGAN PUBLIC SERVICE COMMISSION WILL BE COMPLIED WITH.		3	1/0	ACSR	13.2KV	D	45	4	1981
		1	1/0	ACSR	0	B	45	5	1955
						A	40	5	1955
						C	40	5	1955
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							
	50,000 - 120,000 VOLTS	33 FT							
WIRES OVER R R SIGNAL	0 - 750 VOLTS	2 FT							
	750 - 8,700 VOLTS	4 FT							
	8,700 - 50,000 VOLTS	6 FT							
	50,000 - 120,000 VOLTS	9 FT							
		DESIGNED BY <u>A. W. Witkowski</u> DIVISION <u>WAYNE</u>							
		CHECKED BY <u>W. A. Clement</u> SYSTEM ENGINEERING DEPT.				DATE <u>10-5-81</u>			
SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R. R. TRACKS	STRINGING SAG AT 60° F	HEIGHT OF LOWEST CONDUCTOR OVER					
B-D	208'	SYSTEM NEUTRAL	27"	R. R. TRACKS	R. R. SIGNAL WIRE				
				28' 6"	4' 7"				

SAG TABLE 2-160 ACSR
 RULING SPAN 208'
 FINAL SAG RATIO 1.34



RECORDED RIGHT OF WAY NO. 33979

WAYNE COUNTY



177

62

No. 7-

MOYNAN BRONZE CO.

PROPOSED DETROIT EDISON & LINE CROSSING

HURON RIVER

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

FLAT ROCK, MICHIGAN
DETROIT EDISON COMPANY
PLAN NO. RET-1 OCTOBER 22, 1981

1" = 200'

RECORDED RIGHT OF WAY NO. 33979

996+22 Pole

997+57 Pole

995+17 Cable Splice Box

993+294

2.6 TIMBER XING

942+90 POLE

994+17 South End Rampart Wall
944+22 POLE

995+00 Arch
995+03 Pole
995+25 Corr. I.P. 15' 26"
995+40 Corr. I.P. 15' 26"

V.S. 991+05
M.P. 18.77

991+90 POLE
991+52 BATTERY WELL
990+34 CORR. I.P. 15' 26"
990+26 POLE
990+20 WHIS T.E. POST N.B.
990+05 S.X. 11' Flat Plan Bldg.

987+46 POLE 238' 4"
987+35.12" Sewer
987+36 POLE
986+10 12" C.I.P. San. Sewer with 12" C.I.P. San. Sewer with 12" C.I.P. San. Sewer

986+22 S. Abutment

2-Span Concrete

BRIDGE No. 18.65

984+75 N. Abutment
984+75 O.H. Run Line Crossing REG.
984+75 33' AATYR
984+75 1/2 End Power House

983+4 POLE

982+47 XING SIGN
982+45.7 XING
252-78-1

982+12 POLE
982+10 7' Abutment

40 MOSSY TYPING RINGS

No. 5

No. 6-7

985+86 Cable M.H.
986+54 End Tpk No. 6 Jumbo Bumper (Moved Bump)

HEADRACE

204+40 DRIVEWAY
984+75

98+60.5 SURVEY
982+9

Platform

Cable Clearance

Power
M.H. 115

DRIVEWAY

БРАУНЪНЪ ВЕЛ-1 СЕРИЕС 33-1001
ДЕТЕКТИВЪ СЕРИЕСЪ СЕРИЕСЪ
БРАУНЪ ВЕЛ-1 СЕРИЕСЪ

БРАУНЪ ВЕЛ-1 СЕРИЕСЪ
ДЕТЕКТИВЪ СЕРИЕСЪ