

RAILROAD RIGHT OF WAY

DOCUMENT(S) WILL BE SCANNED
AT A LATER TIME

RECORDED RIGHT OF WAY NO. R35485

June 4, 1985

To: Records Center

From: Sharon Selonke *SS*
Real Estate and Rights of Way Department

Subject: Subtransmission Crossing located on private property
55' W. of Miller and 47' South of Rotunda Drive,
P.C. 28, City of Dearborn, Wayne County. (Ford Motor
Spur)

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

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 9	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	00DE395	1		4492	2	041685

Payment Frequency 23	Rental 24	OH-UG Code 33	Division 34	County 35	City or Township 36	Section 37
X	XXXXH	1	6	13	DEARBORN	PC 28

Location																					
47	W	O	F	M	I	L	L	E	R	E	S	O	F	R	O	T	O	N	D	A	80

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

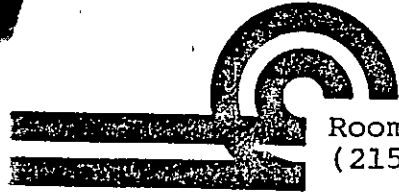
Approved David G Labarge

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

RECORDED RIGHT OF WAY NO. 35485

CONRAIL

25 BWS564
Rev. 10/84



Room 801
(215) 893- 6396

Date: May 17, 1985
File: DE-395

Detroit Edison Company
2000 Second Avenue
Detroit, MI

Attention: Sharon Selonke

Gentlemen:

Reference is made to your letter dated March 6, 1985 attaching copies of your drawing RX #4497 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 Ford Spur Track (L/C 5204), at Valuation Station 307+30+, located 1,048 feet east of Mile Post 6 and 4.39 miles east of the Station of Dearborn, Wayne County, Michigan, located on non-Railroad property.

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. K. E. Parish, Area Engineer, located in Detroit, MI, Tele: (313) 496-4150 at least fourteen (14) 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.

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


C. E. Wogan, General Manager-Contracts

RECORDED RIGHT OF WAY NO. 35485

CONSOLIDATED RAIL CORPORATION

1528 Walnut Street
PHILADELPHIA, PENNSYLVANIA 19102

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 and OWNER agrees to bear full cost and expense thereof and to promptly reimburse the Railroad upon demand. The OWNER also 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 the Railroad.

RECORDED RIGHT OF WAY NO. 35485



Railroad Crossing Application - Overhead

Please Print

Railroad Name Ford Motor Co. R.R. Spur			Department Order A 21203		
Revision From RX No. (Available From Record Center (Ext. 78498)) New Crossing		New RX No. or R/W No. 4497		Spans B-C	
Location: City/Township Dearborn		Town T-25	Range R-11E	County Wayne	Section P.C. 28

Location Description
On private property approximately 55 ft. W. of Miller Rd. & 47 ft. S. of Potunda Drive

This Crossing:

Is within the public road right-of-way or Is on railroad property Provides service to the railroad (If yes, check box)

Crossing Data

Detailed On Attached Drawing

On private property

Railroad Mile Post (Number)	State Permit No. Existing	Date	Distance to Crossing from Mile Post (in feet) Ft.
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Existing							Proposed						
Type of Structure							Type of Structure						
<input type="checkbox"/> Wood <input type="checkbox"/> Steel							<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel						
Conductors				Poles			Conductors				Poles		
Span.	No. Size	Kind	Voltage	Location	Length	Class	Span.	No. Size	Kind	Voltage	Location	Length	Class
							B-C	1-1/0	AWA	Shield	A	110	1
							B-C	3-954	ACSR	120kV	B	115	1
											C	115	1
											D	110	1

Summary of Line Changes (continue on separate sheet if necessary)

One #1/0 AWA shield wire and three #954 ACSR (120kV) to be installed.

RECORDED RIGHT OF WAY NO.

3548

Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing)	From Top of Rail to Nearest Wire	78.4 Ft.
	Railroad Communication or Signal Lines	- Ft.

* Materials shall be as noted in the current revision of Detroit Edison's General Specifications for Overhead Line Construction at Railroad Crossings.

Actual field dimension may vary from those indicated. However, the clearances shall be in compliance with the current revisions of C. d. c. Nos. 1679 and 1868 of Michigan Public Service Commission.

Designed By E. J. Beckman	Date 2-25-85	Checked By Cynthia Early	Date 2-28-85
Company Location Detroit - 434 SE	Phone No. 237-9732	System Engineering (555 G.O., Ext. 78464) 7-2410	

NOTE: DO YOU HAVE ANY INTEREST IN THIS SPUR TRACK?

DE 395

**Detroit
Edison**

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

March 6, 1985

Mr. C. E. Wogan
General Manager-Contracts
Consolidated Rail Corporation
1528 Walnut St. - 8th Floor
Philadelphia, Pennsylvania 19102

Proposed Overhead Wire Crossing:

Span B-C

One #1/0 AWA Shield Wire and Three #954 ACSR (120-kV)

Specific Location

On private property approximately 55 feet west of Miller Road and 47 feet south of Rotunda Drive, in P.C. 28, City of Dearborn, Wayne County. (Service to Galvanizing Plant for Ford Motor Company) (Spur Track)

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

City/Village Dearborn Township _____

County Wayne Detroit Edison Plan Attached RX 4497

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.

David G. LaBarge
David G. LaBarge
Acting Railroad Coordinator
Real Estate and Rights of Way
448 G.O.

/ss

RECORDED RIGHT OF WAY NO. 35485

PROPOSED LINE CROSSING OVER Ford Motor Co. R.R. SPURS EXISTING PERMIT NUMBER NEW CROSSING
 IN PRIV. PROP. APPROX. 55' WEST OF WEST R OF
MILLER RD. & 47' SOUTH OF SOUTH R OF ROTUNDA DR. CITY OF DEARBORN
 SECTION P.C. 28 TOWNSHIP _____ T 25 R 11E COUNTY WAYNE

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	SET
1	#1/0	AWA SHIELD		A	110'	1	1985
3	954	ACSR	120KV.	B	115'	1	1985
				C	115'	1	1985
				D	110'	1	1985

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

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R. R. TRACKS	STRINGING SAG AT 60° F	HEIGHTS OF LOWEST CONDUCTOR OVER	
				R. R. TRACKS	R. R. SIGNAL WIRE
B-C	200'	954ACSR	72" (6')	78' 4"	NONE

DESIGNED BY E. J. BECKMAN-022585 DIVISION DETROIT
 CHECKED BY C. Lerly SYSTEM ENGINEERING DEPT. OHS DATE 2-28-95

SAG TABLE I-954- II-#1/0AWA
 RULING SPAN 220
 F SAG RATIO 1.01

