

Detroit
Edison

REAL ESTATE AND RIGHTS OF WAY

RX 3703

RR Grand Trunk

Date: December 9, 1988
To: Vicki C. Sullivan
Supervisor
Records Center
From: Brenda L. Golson
Subject: Additional Papers to Records Center

Attached are papers related to the cancellation of the above-mentioned railroad agreement.

Please incorporate into Records Center File Nos. 23206.

Approved: Thomas Wilson
Thomas Wilson
Real Estate Associate

RECORDED RIGHT OF WAY NO. 23206

/BLG

attachments

cc: L. E. Sundgren

Serving Customers

We're all a part of it!

Detroit
Edison

REAL ESTATE AND RIGHTS OF WAY

3372A
RX's 3703


RR Grand Trunk

Date: December 9, 1988
To: L. E. Sundgren
Supervisor,
Service Planning
From: Brenda L. Golson
Real Estate Coordination
Specialist-Railroads
Subject: Request for Right of Way Status Review

Attached are papers related to the cancellation of the above Grand Trunk agreements.

Please determine if these facilities are still required. If required, please have Real Estate, Rights of Way and Claims acquire a right of way from the new owner.

Approved:



Thomas Wilson
Real Estate Associate

/BLG

attachments

RECORDED RIGHT OF WAY NO. 23206

Serving Customers

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THE DETROIT EDISON COMPANY

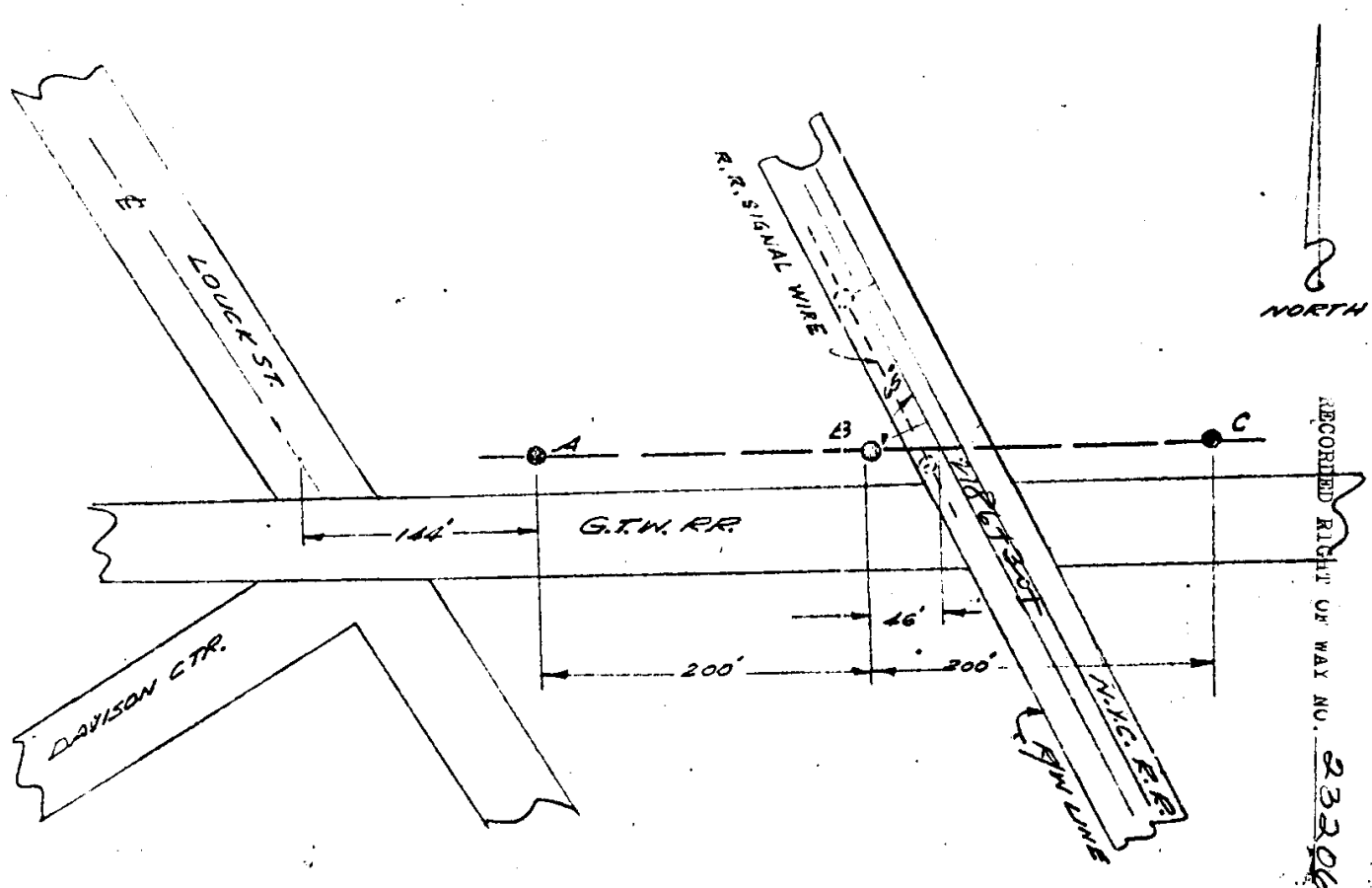
RX 3703

PROPOSED LINE CROSSING OVER NEW YORK CENTRAL SYSTEM R.R. EXISTING PERMIT NUMBER NEW CROSSING
 IN DAVISON CTR. VILLAGE 510' E OF INTERSECTION OF DAVISON CTR. ST. AND
1011 1/2 ST. AND DAVISON CTR. ST. VILLAGE OF OXFORD

SECTION 22 SE 1/4 TOWNSHIP OXFORD 13.4 T 5N R 10E COUNTY OAKLAND

NOTES		CONDUCTORS			POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE	
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1955.		EXHIBITED SPAN B-C			ABC	60	3	WOOD
3	3/0	ACSR	40,000					
1	3/8	ALUM. SHIELD WIRE						
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		BIDING	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					
WIRES OVER R R SIGNAL		0-750 VOLTS	2 FT					
		750-8,700 VOLTS	4 FT					
		8,700-50,000 VOLTS	6 FT					
DESIGNED BY <u>R. PASEN</u>				GENERAL ENGINEERING DEPT.		DATE <u>5-1-65</u>		
ESTIMATOR <u>L.C. SOLDAN</u>				OVERHEAD LINES DEPT. <u>PONTIAC</u>				

DE FORM BE 32	10-64	SPAN	LENGTH	LOWEST CONDUCTOR OVER TRACKS	STRIKING HEIGHT OF LOWEST SAG AT 60°F CONDUCTOR OVER TRACKS
		B-C	148.5'	2- 3/0 ACSR	13"
					40.9'



THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

December 2, 1965

Permit No. ED 2-8-5549

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I. D. Hampton, Line Design Supervisor

of The Detroit Edison Company, Detroit, Michigan, hereby certify that the wire crossing, covered by Wire Crossing Permit No. ED2-8-5549, issued 6-15-65, has been constructed in accordance with specifications of the Michigan Public Service Commission and construction standards of The Detroit Edison Company, approved by Michigan Public Service Commission on July 19, 1939, file ED 2-9.01, and that this crossing will be maintained as provided in such specifications and construction standards.

Yours very truly,



D. Hampton
Overhead Lines Department

25206

RX No. 3703

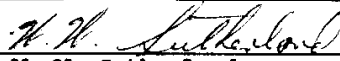
Location Oxford Township

Oakland County

Railroad New York Central

Subscribed and sworn to before me this

2nd day of December, 1965.



W. W. Sutherland

Notary Public, Wayne
County, Michigan.

My Commission expires April 12, 1969

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

June 29, 1965

Railroad File No. M-DE-563A-0

Mr. C. E. Defendorf
Chief Engineer
New York Central System
466 Lexington Avenue
New York 17, New York

Dear Mr. Defendorf:

We are returning agreement/~~permit~~, in duplicate, covering our facilities over your tracks and/~~or~~ right of way as shown on our Plan RL-3703, and located as follows:

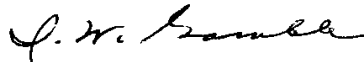
In Railroad property at a point approximately
390 feet east of the intersection of Loucke
Street and Davison Center Street. Valuation
Station 2186/30+

~~City~~/Village Oxford Township, Oxford (Southeast 1/4 of Section 22)
County Oakland. The agreement/~~permit~~ has been signed

for our Company.

Will you please return one fully executed copy of this agreement/~~permit~~ to us for our records.

Yours very truly,



I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

LGH/gd
Encls.

23206

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

MICHIGAN PUBLIC SERVICE CO
PUBLIC UTILITIES DIVISION
Tel. _____ Gas _____
Elec. _____ R & S _____
JUN 15 1965
Adm. _____
File _____

June 14, 1965

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **New York Central Railroad in the Village of Oxford, SE 1/4 of Section 22, Oxford Township, T-5N, R-10E, Oakland County, Michigan.**

Span A-C

Three #000 ACSR - 40,000 volt wires and one 3/8" Bethanized steel shield wire located on railroad property at a point approximately 390' E of the intersection of Loucke Street and Davison Center Street.

The proposed wire crossing will be constructed in accordance with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

- Enclosed is a waiver of hearing granted by the Railroad Company. (6-11-65)
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. _____ dated _____
- This is a new crossing.

Reference number of construction drawing is RX- 3703.

Railroad File: **N-DE-563A-0**

Yours very truly,

Permit No. ED2-8-5549

Date 6-15-65

By J. M. Hoppe

I. W. Gamble - w.w.s.
I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

Check in circle indicates statement applicable.

RECORDED RIGHTS OF WAY NO. 25206

NEW YORK CENTRAL SYSTEM

466 Lexington Avenue
New York, N.Y.

June 11, 1965

File M-DE-569A-0

ELB/H

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48228

Attention: Mr. I. W. Gamble, Supervisor of Rights of Way
Properties and Rights of Way Department

Gentlemen:

Reference is made to your application dated May 18, 1965, for a standard waiver of hearing before the Michigan Public Service Commission for a wire crossing permit to string three #000 ACSR 40,000 volt wire and one 3/8-inch Bethanized steel shield wire (Span B-C) over and across this Company's right-of-way and tracks at a point approximately 390 ft. east of the intersection of Loucke St. and Davison Center St. in the Village of Oxford, Oakland County (our val. sta. 2186+30+), Michigan, as indicated on your Plan RX 3703.

The New York Central Railroad Company, lessee of the Michigan Central Railroad, hereby waives hearing in regard to your Company making the above mentioned crossing provided the work is done in a safe and satisfactory manner and subject to rules and regulations of the Michigan Public Service Commission.

It is understood you are desirous of doing this work next week, and this is satisfactory providing you notify our Mr. C. F. Hunt, District Engineer, Detroit, Michigan, prior to start of the work.

Inasmuch as this crossing is over our private right-of-way our standard form of agreement will be prepared and submitted to you for execution in due course.

Yours very truly,

(Sgd) C. E. Defendorf

Chief Engineer.

cc: Mr. C. F. Hunt

This is not a permit to construct.
Send this waiver to Michigan Public
Service Commission who will issue
permit and furnish specifications.

RECORDED FROM OF WAY NO 23206

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

TO: Mr. C. E. Defendorf, Chief Engineer
New York Central System
Room 912, 466 Lexington Avenue
New York, New York 10017

May 18, 1965

We hereby ~~notify you of~~ request permission for facilities over your tracks and right of way as follows:

Proposed Crossing To Consist Of: **Three #000 AGSR 40,000 volt wires and one 3/8-inch
Bethanized steel shield wire (Span B-C).**

Specific Location **In Railroad property at a point approximately 390 feet east of the
intersection of Loucks Street and Davison Center Street**

R. R. Valuation Station 2186+30± R. R. Mile Post _____

City/Village Oxford Township Oxford (Southeast 1/4 of Section 22)

County Oakland Detroit Edison Plan Attached RX-3705

This is a New Crossing 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.

I. W. Gamble
I. W. Gamble, Supervisor of Rights of Way
Properties and Rights of Way Department

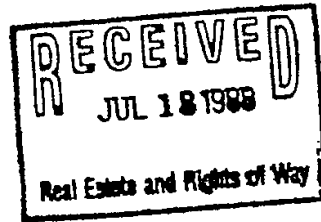
IWG:dal

RECORDED RIGHT OF WAY NO. 23206



Grand Trunk Western Railroad Co.
1333 Brewery Park Blvd.
Detroit, MI 48207-2699

July 15, 1988



Mr. Thomas Wilson
Real Estate Associate
Room 448 G.O.
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Wilson:

Herewith attached is a listing of some of the changes and cancellations we found that differ from your "Railroad Crossing Report" by Invoice.

Sorry we cannot spend more time on this report to clear all items as soon as possible. With vacations and other work it may take awhile.

As we find more of the items, we will advise you accordingly.

Yours very truly,

R. E. Milz

RECORDED RIGHT OF WAY NO. 23206

LISTING BY INVOICE

Page 16

BO 3302 Cancelled
BT 3309 Duplicate - Page 21 BT 1762
BW 2517 Former DTI Enterprises Cancelled
BW 2519 Former DTI Enterprises Cancelled
BW 2520 Former DTI Enterprises Cancelled

Page 18

BT 3048 Duplicate - Page 22 BT 1760
BW 2241 Duplicate - Page 17 BW 2474

Page 19

BT 2258 Cancelled

Page 21

BO 1887 Duplicate - Page 23 BO 2318 (Shld be L-147-7, P500)
BT 9816 Sold to City of Lapeer
BO 9656 Sold to American Aggregates
BO 1715 Sold to American Aggregates
BA 1775 Cancelled

Page 25

BT 3156 Should be 185 0027
BO 3159 Cancelled

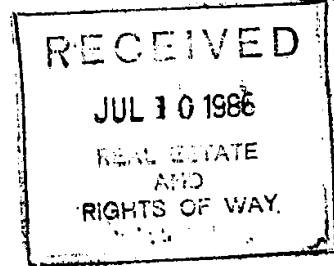
RECORDED RIGHT OF WAY NO. 23206

CONRAIL



July 7, 1986

RC 23206



Detroit Edison Company
Mr. Robert R. Tewksbury, Director
Real Estate & ROW Department
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Tewksbury:

Our records indicate that effective 4-01-76 the following agreements cover facilities located on property owned by:

Grand Trunk Western Railroad
Mr. A. H. Callewaert
Director-Industrial Development
131 West Lafayette Boulevard
Detroit, Michigan 48226

RECORDED RIGHT OF WAY
23206

Date of Agreement	Rent Number	Reg. Number	Sep. Number	Facility	Location	
BC1887-12/15/26	-5709602	86930-1	D28-3	Wire	Oxford, MI	6926
BØ 9656-01/20/66	-5711102	142006	D30-8	" "	" " "	23598
BØ 1715-06/01/65	-5711922	139980	D77-6	" "	" " "	23206

The original of the aforementioned agreements were sent to the owner.
FURTHER CORRESPONDENCE OR QUESTIONS RELATIVE THERETO ARE TO BE REFERRED TO THEM AT THE ADDRESS SHOWN ABOVE.

Very truly yours,

James Mitchell
James Mitchell
Supervisor-Separation Group
Room 802
(215) 893-6859

DAB/kaw

JM-2p

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

July 7, 1965

TO RECORDS CENTER:

Attached is fully executed copy of agreement/~~permit~~ from:

New York Central System

Facilities Covered:

Three #000 ACSR 40,000 volt wires and one 3/8 inch Bethanized steel shield wire (Span B-C).

Specific Location:

In Railroad property at a point approximately 390 feet east of the intersection of Loucke Street and Davison Center Street.

R.R. Valuation Station 2186/30+ Mile Post _____

~~City~~/Village Oxford Township Oxford (Southeast 1/4 of Section 22)

County Oakland Detroit Edison Plan No. RX-3703

Agreement/~~Permit~~ Date June 1, 1965 R.R. Plan No. _____

Preparation Fee \$100.00 Annual Rental \$100.00

Supersedes and Cancels Agreement dated _____ R/W No. _____

This is a Supplemental Agreement and is to be made a part of R/W _____

Attached Grand Trunk Western Railroad Permit No. _____ to be made a part of R/W No. 9064.

REFERRED
JUL 9 1965 GIS
LGH/gd
Attach.

GEN'L ACCTG DEPT.
ENTERED ~~RECEIVED~~
CONTRACT BOOK NO. 23206
DATE 7-28-65
BY Douglas J. Stande
CHECKED BY [Signature]
OFF-78-4

RECORDS CENTER
RECEIVED JUL 9 1965
WORKER MADE
CLASSIFIED
I. W. Gamble, Supervisor of Rights of Way
Properties and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 23206

(Printed in U.S.A.) MU

This Agreement, made this **1st** day
of **June**, 19 **65**, between **THE NEW YORK CENTRAL RAILROAD COMPANY**,
lessee of the Michigan Central Railroad,

, hereinafter called First Party, and **THE DETROIT EDISON COMPANY**, a New York
corporation,

(address: **2000 Second Avenue**
Detroit, Michigan 48226)

hereinafter called Second Party,

Witnesseth, that the parties hereto, in consideration of the covenants and
agreements hereinafter contained, covenant and agree as follows:

First Party hereby licenses and permits, but without warranty, the Second Party, to **install, maintain, and use an aerial power wire line crossing consisting of three (3) #000 ACSR wires carrying 40,000 volts and one (1) 3/8" galvanized steel shield wire over and across First Party's right-of-way and tracks at valuation station 2156/30⁺, at Oxford, Michigan, and as indicated on print of Plan No. RE-3703, dated 5-1-65,**

which is hereto attached and hereby made a part of this instrument, all of which is hereinafter referred to as the "WORK," upon the following terms and conditions, all of which Second Party covenants and agrees to keep, abide by and perform:

FIRST: Said WORK shall be done at such time or times, in such manner, with such material and under such general conditions as shall be satisfactory to and approved by the Chief Engineer of First Party, or his duly authorized agent, and as will not interfere with the proper and safe use, operation, and enjoyment of the property and railroad of First Party. Second Party shall after the doing of said WORK restore the premises of First Party to the same or as good a condition as they were in prior to the commencement of the doing of said WORK.

RECORDED RIGHT OF WAY NO. 23206

SECOND: All the work to be done by Second Party, or by the contractors, agents or servants of Second Party, in connection with the doing of said WORK, or in connection with the repair, renewal or maintenance thereof, shall be done at the sole risk and expense of Second Party, and the cost of all work done by First Party in connection therewith, the checking of plans and the wages of any inspectors or watchmen which, in the judgment of the said Chief Engineer of First Party, may be required during the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, for the proper and safe protection of the property, traffic and business of First Party, shall be paid to First Party by Second Party, upon bills being rendered therefor. ~~Second Party shall in no instance be relieved from making such payments by any third party or parties agreeing in any manner to assume or pay same.~~

THIRD: First Party may, at its election, do all the work within the exterior lines of its lands in connection with or necessary for the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, through its lands and across its roadway and tracks, and all said WORK shall be paid for by Second Party as hereinbefore provided.

FOURTH: Second Party shall, if requested so to do by First Party, advance to First Party the estimated cost of said WORK, and upon the completion of said WORK, the unexpended balance, if any, shall be returned to Second Party, or if the sum advanced by Second Party to First Party insufficient to pay for the cost of said WORK, then Second Party shall pay to First Party such additional sum as was necessary to complete said WORK, upon being furnished by First Party with a detailed statement of the amount and cost of such additional work.

FIFTH: Whenever it may be necessary to make any repairs to or renewals of said WORK in or upon the premises of First Party, such repairs or renewals shall be made under the supervision and control of said Chief Engineer of First Party, or his duly authorized agent, at the sole expense of Second Party, in such a manner as to interfere as little as possible with the premises, property and business of First Party, and Second Party shall, at the cost and expense of Second Party, restore the premises of First Party to the same or as good a condition as they were in prior to the making of such repairs or renewals; or First Party may, at its election, make such repairs or renewals, and the expense thereof shall be paid to it by Second Party, as hereinbefore provided.

SIXTH: Second Party shall at all times hereafter assume all liability for, and pay and indemnify and save harmless First Party from and against any and all damages, losses, claims, demands, suits, costs, or expenses which First Party may suffer, sustain, or be subject to, directly or indirectly, caused either wholly or in part by reason of the location, construction, maintenance, use, presence or removal of said WORK, regardless of whether or not caused or contributed to by the negligence of First Party, its agents, or employees.

SEVENTH: This agreement and the license and privilege it confers may be revoked and terminated at the option of First Party at any time by giving thirty (30) days' written notice to Second Party or by posting such notice in a conspicuous place where said WORK has been done; and upon the expiration of said thirty (30) days after service of said notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and thereupon, Second Party shall remove said WORK from the premises of First Party and restore same to their former condition at the expense of Second Party, or on the failure of Second Party so to do, First Party may remove said WORK at the expense of Second Party, which the latter hereby expressly agrees to pay on demand.

RECORDED RIGHT OF WAY NO. 23206

EIGHTH: It is understood and agreed by and between the parties hereto that if, at any time or times hereafter, First Party shall desire to make any changes in its tracks, structures, roadbed or other facilities at the point of crossing, or make any changes whatever in, to, upon, over or under the premises owned, controlled or leased by said First Party, and crossed or in any way affected by the WORK of Second Party under this agreement, then Second Party shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from First Party make such changes in the location or construction of its said WORK, as in the judgment of the Chief Engineer of First Party may be necessary to accommodate any future construction, improvements or changes of said First Party.

NINTH: It is agreed that in no event shall any wires, pipes, or other structures, except those herein mentioned and shown on the blueprint hereto attached be strung or placed across the tracks or upon the property of First Party, without express permission so to do, in writing from said First Party, to that effect; and that in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission for the stringing and placing of such additional wires, pipes or other structures, apply to and cover the same with the same effect as if the right to string or place them had been incorporated in this agreement.

TENTH: It is understood and agreed by and between the parties hereto, that if at any time during the continuance of this agreement, Second Party hereto removes, abandons or discontinues the use of the WORK hereinabove referred to, this agreement and all rights hereby conferred upon said Second Party shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without further action on the part of either party; and Second Party covenants and agrees that, in case said WORK hereinabove referred to is at any time during the continuance of this agreement discontinued or abandoned, said Second Party shall, within sixty (60) days after the abandonment or discontinuance of said WORK, actually remove said WORK from the premises of First Party hereto, or cause it to be removed, and if, after the expiration of said sixty (60) days the said WORK is not actually removed, it is understood that First Party hereto may forthwith remove the same at the risk and expense of Second Party, and without being in any manner liable to said Second Party for such removal, and Second Party covenants and agrees to pay to First Party hereto the cost of such removal upon the receipt of bill therefor rendered to Second Party.

ELEVENTH: Second Party agrees to pay to First Party, (1) the sum of One Hundred Dollars (\$100.00), as a preparation fee, and (2) as rental for the privilege herein granted the sum of One Hundred Dollars (\$100.00) per annum, beginning on the first day of June, 1965, and thereafter annually, in advance, during the term and continuance of this permit.

TWELFTH: Said power wire line, and all appurtenances connected therewith shall be constructed and maintained in accordance with Specifications for Electrical Supply Lines at Crossings with the Facilities of Steam and Electrified Railroads as contained in August 1946 Reports of Joint Engineering Committee of Association of American Railroads and Edison Electric Institute, and plat attached hereto and made a part hereof.

RECORDED
INDEXED
OF MAY 1965
23206

The covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of the heirs, ~~executors, administrators,~~ successors and assigns of the parties hereto respectively.

In Witness Whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

Approved as to Form:

THE NEW YORK CENTRAL RAILROAD COMPANY
Lessee of the Michigan Central Railroad

General Attorney

A. J. Mader

J. W. Famble

By

C. E. DeLoach
Chief Engineer

THE DETROIT Edison COMPANY, a corporation,

By

A. L. Kasameyer
Its

A. L. KASAMEYER, DIRECTOR
PROPERTIES AND RIGHTS-OF-WAY DEPARTMENT

RECORDED RIGHT OF WAY NO. 23206