

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Larayette Boulevard
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the forseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. τ τ .

Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,

Thomas Wilson Real Estate Associate

AGREED TO:

T. J. Rigley Management

Date February 1, 1918

RRT/blg enclosure

RECORDED RIGHT OF WAY NO ...

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT 26, MICHIGAN

1964 COT 16 AM 10 220ctober 19	5, 1904
MICHED COVERTISSION SERVICE SE	Permit No. <u>ED2-8-5361</u>
Michigan Public Service Commission Lansing 13, Michigan	
Gentlemen: I. I.W. Gemble, Superv	
specifications of the Michigan Public	any, approved by Michigan Public Service
	Yours very truly,
	J. W. Kramble
	I. W. Gamble Supervisor of Rights of Way Properties and Rights of Way Dept.
ING/gd	
RX No. 1280 A City of Riverview, 5W 1/4 of Sec. 5, Location Manguagen Tap.	Subscribed and sworn to before me this 15th day of October, 1964
Wayne County	Notant Bublic Oakland
Ironton In P.P. at a point 175' E of c/l of Riverview Ave. & approx. 645' N of c/l of Ford Ave. Mile Post 9+7 poles Valuation Station 4+25 (Track 15)	Notary Public, Oakland County, Michigan. My Commission expires October 15, 1966

D.T.& I. R.R. File No. L-3313-1

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT 26, MICHIGAN

July 2, 1964

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 Detroit Toledo and Ironton R.R. in the City of Riverview, S.W. 1/4 of Section 5, Monguagon Township, T-43, R-11E, Wayne County, Michigan.

Three #0A - 4800 volt wires, one 3/16" E.H.S. arm guy wire and one 3/16" E.H.S. pole guy wire over the tracks of the D.T. & I. R.R. located in private property at a point 175' east of the centerline of Riverview Avenus and approximately 645' north of the centerline of Ford Avenue.

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.

(X)	Enclosed	is	а	waiver	of	hearing	granted	bу	the	Railroad	Company.	

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. RD2-8-4227 dated 4-12-57.

This is a new crossing.

Reference number of construction drawing is RX- 3280A.

DTAIRR Waiver of Hearing dated 6-26-64 attached. File No. L-3313-1

Permit No. PD2-8-5361

By J. M. Joppe

Yours very truly,

J. W. Kramer

I. W. Gamble

Supervisor of Rights of Way Properties and Rights of Way Dept.

Check in circle indicates statement applicable.

RECORDED RIGHT OF WAY NO. 10

"WE HAVE THE CONNECTIONS"

13530 MICHIGAN AVENUE, DEARBORN, MICHIGAN

H. W. SEELEY
CHIEF ENGINEER

C. J. HOLMBERG ENGINEER M OF W W. G. CLINTON, SUPERINTENDENT SIGNALS AND COMMUNICATIONS

R. F. MOLINE, ENGINEER
BRIDGES AND BUILDING

June 26, 1964

File No. L-3313-1

I. W. GAMBLE

1111 2 4004

Gentlemen:

Langing.

Michigan

Michigan Public Service Commission

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The Detroit, Tole do and Ironton Railroad Company hereby waives proposed its right of hearing in the matter of the application of The Detroit Edison Company of Detroit, Michigan, for the reconstruction of an existing power line crossing over the tracks and right-of-way of the Detroit, Tole do and Ironton Railroad Company at a point 175 feet east of Riverview Avenue and approximately 645 feet north of Ford Avenue, Monguagon Township in Riverview, Michigan, at milepost 9+7, valuation station 4+25 Track 15.

This Waiver of Hearing is granted on condition that this power line crossing be constructed in accordance with The Detroit Edison Company's Drawing No. HX3280A, dated May 21, 1964, and with the rules and regulations of the Michigan Public Service Commission.

Yours truly.

H. W.Seeley Chief Engineer

WGC/PRG/ab

cc: The Detroit Edison Company 2000 Second Avenue Detroit 26, Michigan Attention: Mr. I. W. Gamble,

Supervisor of Rights of way Properties and Rights of Way Department RECORDED RIGHT OF WAY NO. 18643

Mr. Howard W. Seeley, Chief Engineer Detroit, Toledo and Ironton Railroad Company 13530 Michigan Avenue Dearborn, Michigan 48121

Dear Mr. Seeley:

Please refer to our application dated May 28, 1964 requesting permission to add one 3/16 inch EES pole guy wire to the existing crossing of three #0 A 4800 volt wires and one 3/16 inch EES arm guy wire (Span C-D) over your track and right of way located in private property at a point 175 feet east of the center line of Riverview Avenue and approximately 645 feet north of the center line of Ford Avenue in the City of Riverview, Monguagon Township, Southwest 1/4 of Section 5, Wayne County, Michigan, Railroad Valuation Station 4+25 (Track 15), Railroad Mile Post 9+7 poles, as illustrated on our Plan RX-3280A.

As we have not received your waiver, we would appreciate your reviewing this application and sending us your waiver of hearing in duplicate as requested, so that we may obtain a permit from the Michigan Public Service Commission to reconstruct this crossing.

Your previous waiver of hearing was dated April 5, 1957, File 1-0631.

Yours very truly,

I. W. Gamble

Supervisor of Rights of Way Properties and Rights of Way Dept.

LGH: dal

13530 MICHIGAN AVENUE, DEARBORN, MICHIGAN 48121

H. W. SEELEY CHIEF ENGINEER

C. J. HOLMBERG ENGINEER M OF W W. G. CLINTON, SUPERINTENDENT SIGNALS AND COMMUNICATIONS

R. F. MOLINE, ENGINEER BRIDGES AND BUILDING

June 26, 1964

File No. L-3313-1

The Detroit Edison Company 2000 Second Avenue Detroit 26, Michigan

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

I.W. GAMBLE

PROP. & R/W DEPT

Gentlemen:

This letter will be your authority to reconstruct the existing crossing over the tracks of the Detroit, Toledo and Ironton Railroad Company at milepost 9+7 poles, valuation station 4+25 Track 15 at a point 175 feet east of Riverview Avenue and approximately 645 feet north of Ford Avenue, Monguagon Township, Riverview, Michigan, in accordance with your request of May 28, 1964, provided that all work in connection with the reconstruction, operation and maintenance of this overhead power line crossing be done in accordance with your descriptive drawing of this crossing No. RX3280A dated May 21, 1964.

In future correspondence concerning this crossing, please refer to our Lease Number L-3313-1. Lease number has been changed for record purposes only.

Kindly advise when this work has been completed.

Yours truly,

Chief Engineer

WGC/FRG/ab

RECORDED RIGHT OF WAY NO .-

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT 26, MICHIGAN

TO: Mr. Howard W. Seeley, Chief Engineer Detroit, Toledo and Ironton Railroad Company 13530 Michigan Avenue Dearborn, Michigan 48121

May 28, 1964

facing Railroad File: 1-0631

RECORDED RIGHT

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

Proposed Construction: Add one 3/16 inch EHS pole guy wire to the existing crossing of three #0 A 4800 volt wires and one 3/16 inch EHS arm guy wire (Span C-D).

Specific Location In private property at a point 175 feet east of the center line of Riverview Avenue and approximately 645 feet north of the center line of Ford Avenue.

City/ Riverview	Township Monguagon (Southwest 1/4 of Section	<u>n 5</u>)
County Wayne Detroi	t Edison Plan Attached RX-3280A	
This is a New Crossing	This is a Reconstruction of Existing Crossing X	
Previous Agreement Information (if any) Date 5-17-57 (R.R. Plan) USed DECo Plan	•
	RIW 18643?	_
Blanket Waiver of Hearing Covers (Waiver of Hearing	Waiver of Hearing Requested In Duplicate to be mailed to applicant listed below)	_
All construction will be done in Michig a n Public Service Commissi	accordance with the rules and regulations of the on.	

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

LGH:dal

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

May 27, 1957

MEMORANDUM TO:

MR. ELDRED H. SCOTT Vice President and Controller 520 General Offices

Attached for the general Files is a fully executed copy of the agreement covering our crossing over tracks of the Detroit, Toledo and Ironton Railroad Company in private property at a point 175 feet East of Riverview Avenue and approximately 645 feet North of Ford Avenue in the Village of Riverview, Southwest 1/4 of Section 5, Monguagon Township, Wayne County, Michigan. The line, as shown on our Plan RX-3280.

The agreement, dated May 17, 1957, calls for the sum of \$30.00 initial payment and an annual rental of \$10.00 beginning May 1, 1957.

I. W. Gamble

Supervisor of Rights of Way

IWG/emr

Encl.

GEN'L ACCTG. DEPT.
ENTERED - CANCELLED
CONTRACT BOOK NO.
DATE 6-4-57
EY SAME CARREL
GREGRED BY LIMING

REFERRED TO

RECA MAY 31 957
CLASSINGUED R/W 18643

DETROIT, TOILDO AND IRONTON RATIROAD COMPANY

PIFE LINE, DRAIN AND WIRE LINE AGREEMENT

DT&I LEASE NO. 3313

THIS AGREEMENT, made th	nis17th	day of
MAY , 19 5	7, by and between DETROIT, TOEE DO	AND IRONTON
RATIROAD COMPANY, a Delaware corp	ooration, hereinafter called "Railro	ad Company"
and THE DETROIT EDISON COMPANY,	a New York corporation,	Q.
of 2000 SECOND AVENUE, DETROIT 26	, MICHIGAN,	WAY
hereinafter called "Licensee",		AND IRONTON RIGHT OF WAY FILE
WITNESSETH, that the Ra	ilroad Company for and in considera	
of THIRTY AND NO/100		- i
(\$ 30.00) to be paid by License	o, the-receipt-of-which-is-hereby-a	
and the payment of the additional	sum of TEN AND NO/100	Dollars
(\$10.00 -) on the FIRST	day of MAY	each
YEAR , during the ter	rm of this agreement, commencing M	AY 1, 1957
, hereby	licenses and permits, but without	warranty,
the Licensee, upon condition that	the Licensee faithfully keep and p	erform the
covenants and agreements herein p	rovided to be kept and performed by	the lacensee,
and not otherwise, to construct,	maintain, use, operate and remove $m{d}$	three #0 AAX
4800-Volt wires and one (1) 3/16"	extra high strength arm guy wire e	lectric transmissio
line with necessary appurtenances	and attachments, for the transmiss	ion or trans-
portation of electric	power,	all of which
is hereinafter referred to as the	"Facility", upon and across its lar	nd and
over its tra	at a point 175 facks and structures in or near the	eet east of
and approximately 645 feet/of For	d Avenue, in the Village of Rivervi	ew, Monguagon
of Township, Wayne County	in the State of Michigan	
	4 + 25 (Track 15) - M.P. 9 + 7 Pol	es
	shown upon the print of Licensee's	
dated December 5, 1956, and in ac	cordance with Michigan Public Servi	ce Commission
Wire Crossing Permit No. ED2-8-42	227, dated April 12, 1957,	
attached hereto and made a part he	ereof, for the purpose of transmitt	ing electric
power	upon the following terms and	conditions:

- Before any work is performed by the Licensee on the Railroad Company's property, the Licensee shall submit to and obtain the written approval of the Railroad Company's Chief Engineer of plans and specifications of the Facility to be located on the Railroad Company's property and the Facility shall be constructed in accordance with such plans and specifications.
- The Railroad Company may check said plans and specifications and employ inspectors, watchmen and flagmen for the proper and safe protection of the property, traffic and business of the Railroad Company and, at its election, do all or any part of the work within the exterior lines of its lands in connection with or necessary for the construction, repair, renewal, maintenance, change, modification, removal or use of the Facility and Licensee agrees to reimburse the Railroad Company the cost thereof promptly upon presentation of bills therefor. All work done by the Licensee, (including its contractors, agents and servants) pursuant to this agreement, shall be performed at such time or times, in such manner and under such conditions as shall be satisfactory to and approved by the Chief Engineer of the Railroad Company and at the scle risk and expense of the Licensee. The Facility shall be constructed, maintained and operated by the Licensee so as not in any way, in the judgment of the Railroad Company, to interfere with the proper and safe operation, use and enjoyment of the property and railroad of the Railroad Company. In every case, as soon as the actual installation of the Facility has been completed to the satisfaction and approval of the Chief Engineer of the Railroad Company, the Licensee shall restore the premises of the Railroad Company to the same or as good condition as they were prior to the commencement of work on the Facility.
- If, at any time or times hereafter, the Railroad Company shall desire to make any changes in its tracks, structures, roadbed or other appurtenances of its railroad, or construct new appurtenances thereto, or use or permit the use of its lands for railroad or industrial or business purposes, at the location crossed or in any way affected by the Facility, then the Licensee shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from the Railroad Company, make such changes in the location or construction of the Facility as, in the judgment of the Chief Engineer of the Railroad Company, may be necessary to accommodate any future use, construction, improvements or changes on the lands of the Railroad Company.
- No addition, change or modification of the Facility or change in the purpose of its use shall be made without first obtaining the written consent of the Railroad Company and, in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission, apply to and cover the same with the same effect as if such addition, change or modification had been incorporated in this agreement.
- 5. If, at any time during the continuance of this agreement, the Licensee shall remove, abandon or discontinue the use of the Facility, this agreement and all rights hereby conferred upon the Licensee shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other action on the part of either party.
- Upon the termination of this agreement in any manner, the Licensee shall, unless released therefrom in writing by the Chief Engineer of the Railroad Company, within thirty (30) days, actually remove or cause to be removed, all of the Facility from and restore the premises of the Railroad Company. If the Licensee fails within said thirty (30) days to remove the Facility, the Railroad Company may forthwith remove the same at the risk and expense of the Licensee and without being in any manner liable to the Licensee for such removal and the Licensee shall reimburse the Railroad Company the cost thereof promptly upon the presentation of bills therefor.
- 7. The Licensee shall obtain in advance all licenses and permits required by law and shall comply with all laws, rules, ordinances and regulations; promulgated by lawful authorities having jurisdiction in the matter, applicable to the construction, maintenance or use of the Facility and agrees to indemnify and save

7. CONTINUED

harmless the Railroad Company against all expenses, fines, penalties, costs and judgments imposed upon or suffered by the Railroad Company for failure to do so.

- 8. In the construction, use, renewal, maintenance, changing or modification of the Facility, or any part thereof, the Licensee shall comply with all clearances for railroad tracks established by law and clearance standards of the Railroad Company and agrees to indemnify and save harmless the Railroad Company against all expenses, costs, judgments and liability imposed or suffered by the Railroad Company for failure to do so.
- The Licensee agrees to indemnify and save harmless the Railroad Gompany from and against all liabilities, expenses, judgments, claims and costs for loss of or damage to its property and property of its agents, servants, contractors, and invitees and injury to or death of its agents, servants, contractors and invitees while on the property of the Railroad Company in connection with the performance of the work contemplated in this agreement, except when such loss of or damage to property or injury to or death of persons is caused by the sole negligence of the Railroad Company, or its agents, servants and employees.
- 10. The Licensee agrees to indemnify and save harmless the Railroad Company from and against all liability, expense, judgments and costs for loss of or damage to property or injury to or death of persons caused by or growing out of the presence or use of the Facility, or the presence and use of contents thereof upon the premises of the Railroad Company.
- 11. This agreement shall not be transferred or assigned by the Licensee without first obtaining the written consent of the Railroad Company.

16.	mis a	greemen	t may	pe ter	rminated	at any	time by	the	Lice	ensee givir	ig the
Railroad	Company	thirty	(30)	days'	advance	writter	n notice	to 1	that	effect. V	la Leus
seemen to	Railroad Company thirty (30) days' advance written notice to that effect. Unless some terminated, this agreement shall terminate on the										
-day-of											
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be											
executed	as of t	he day s	and ye	ar fi	rst abov	e writte	en.				

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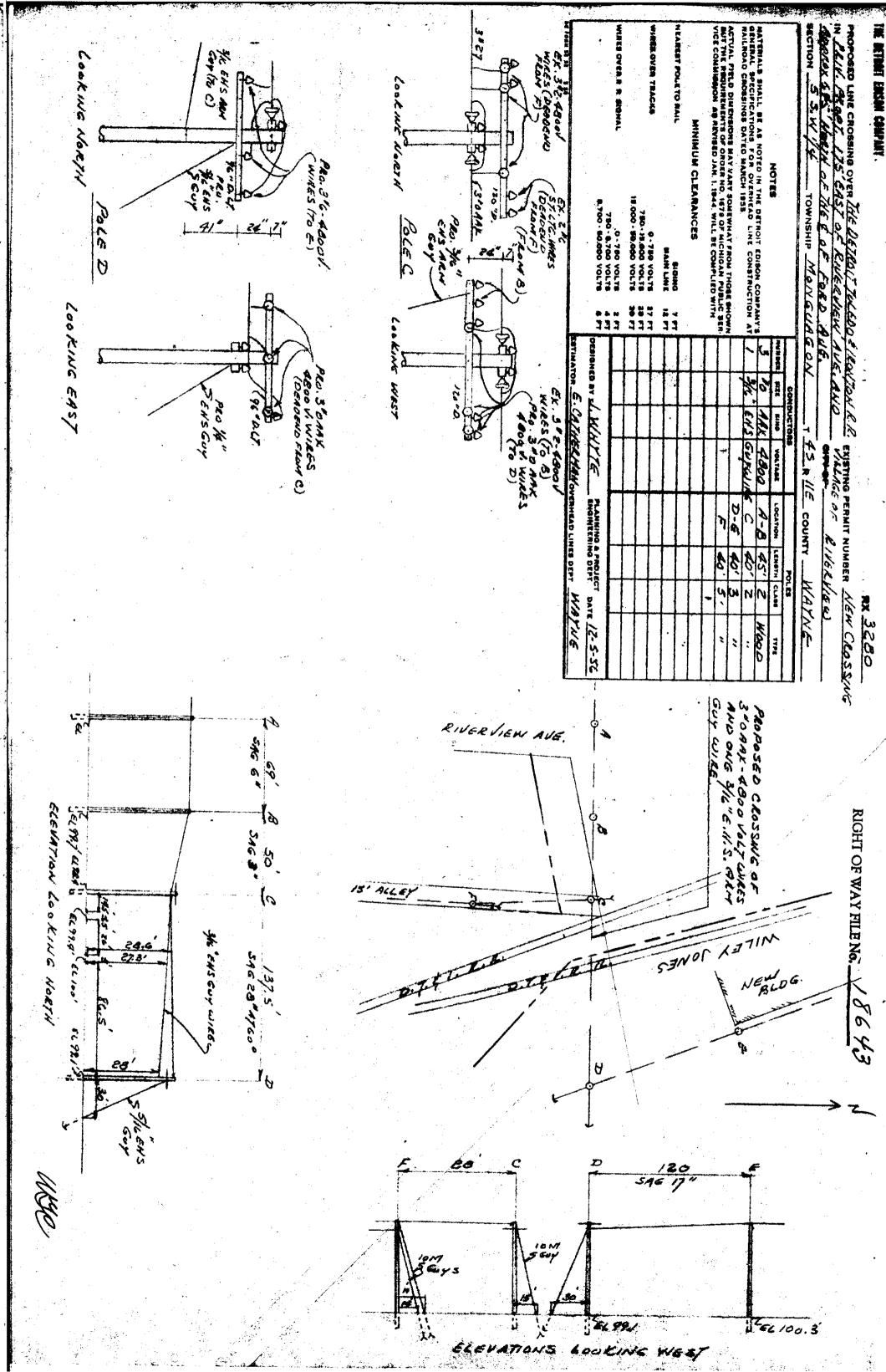
DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

CHIEF ENGINEER

Witnesses:

THE DETROIT EDISON COMPANY

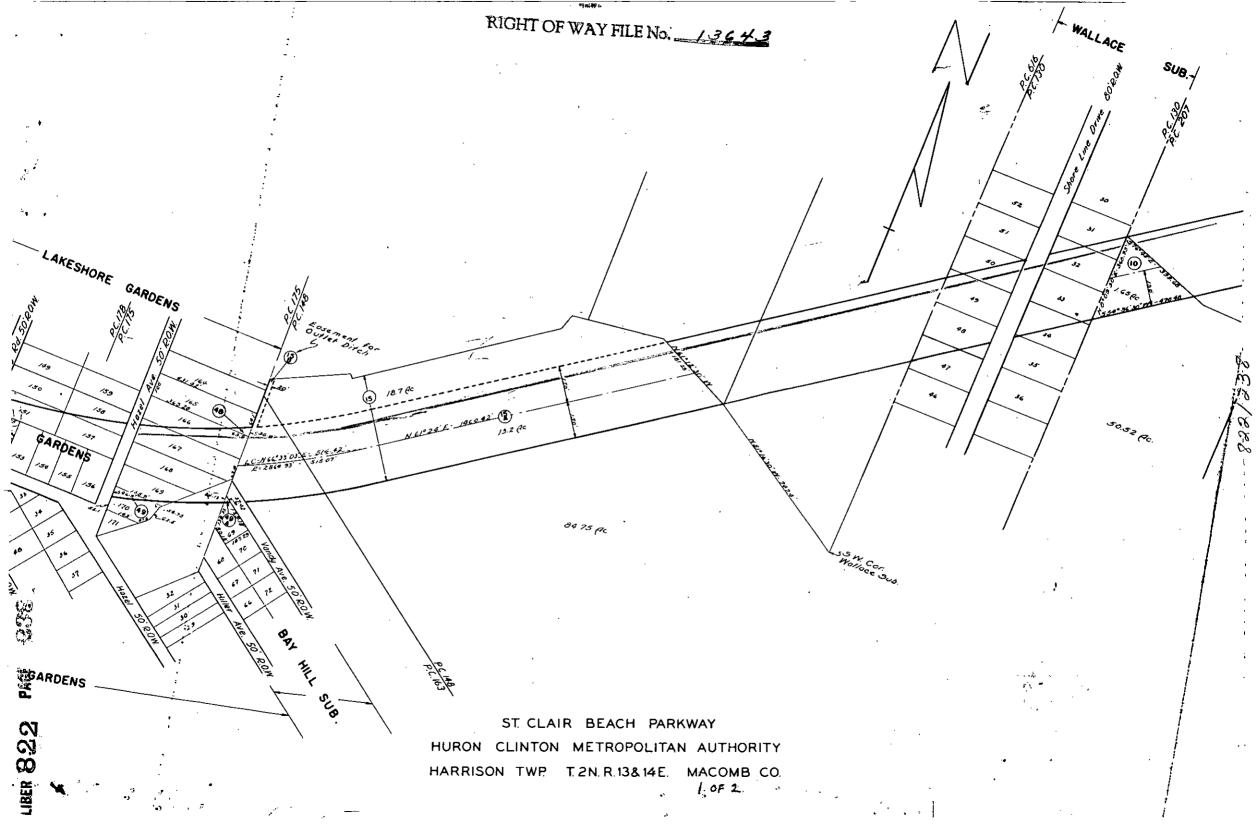
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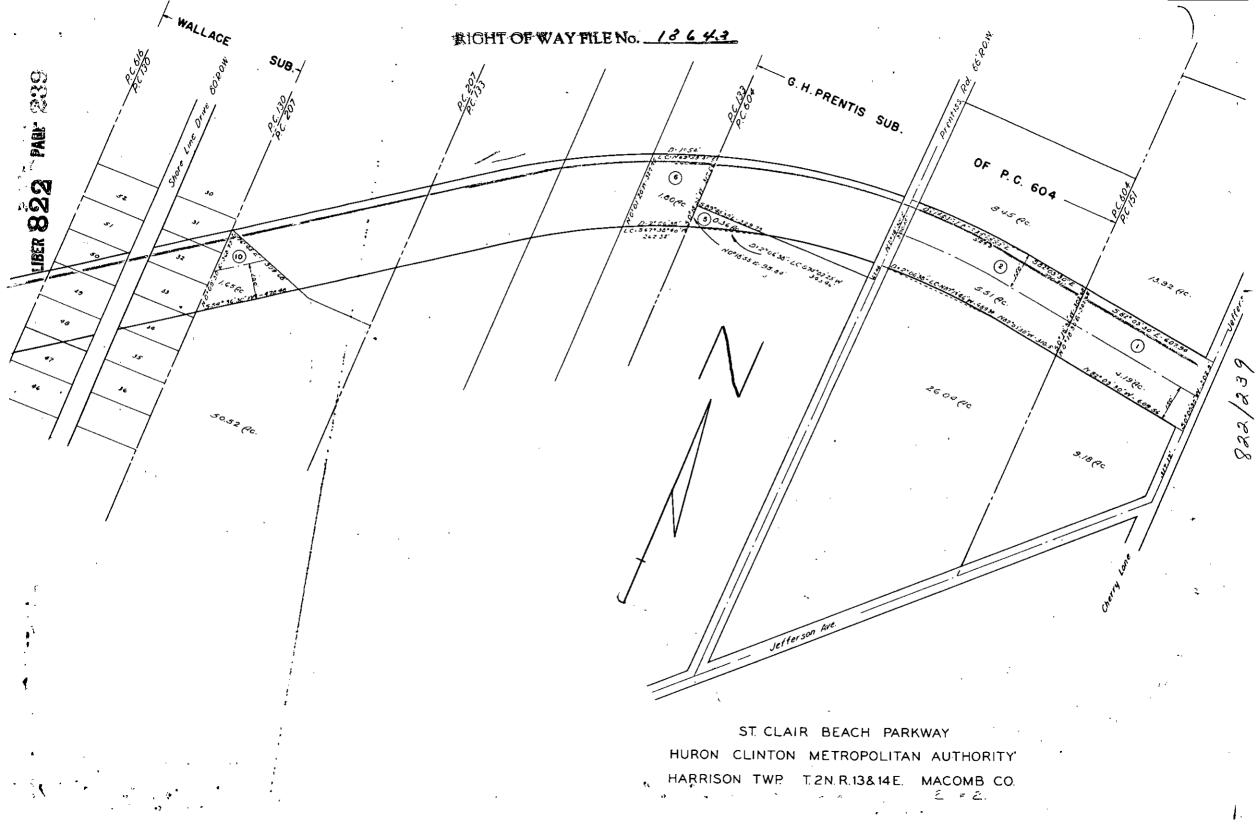
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RETURN TO RICHARD II. TAYLOR The Detroit fidison Company 2000 SECOND AVECUR DETROIT 26, MICHGAN



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REGISTER'S OFFICE Sa

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