

**Detroit
Edison**

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

May 13, 1987

T. J. Rigley
Manager, Property Management
Grand Trunk Western Railroad Company
131 West Lafayette 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.

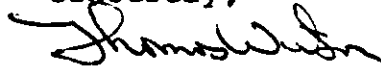
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is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


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
Manager, Property Management

Date February 1, 1988

RRT/blg
enclosure

RECORDED RIGHT OF WAY NO. 17651

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

November 22, 1955

hmr
11-22-55

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 approximately 1370 feet Southwesterly of Marion Avenue and approximately 2350 feet East of Brownless Street in the City of River Rouge, Wayne County, Michigan. The line, as shown on our Plan RX-3119, will consist of a 120-KV steel tower transmission line.

The agreement (D. T. & I. Lease No. 3199), dated November 11, 1955, calls for the sum of \$45.00 preparation fee and an annual rental of \$24.00 beginning November 1, 1955.

L. G. Hedden

L. G. Hedden
Supervisor of Rights of Way

LGH/bmr
encl.

RIGHT OF WAY FILE NO. 17531

GEN'L. ACCTG. DEPT. ENTERED - CANCELLED
CONTRACT BOOK NO. _____
DATE <u>12-27-55</u>
BY <u>L. G. Hedden</u>
CHECKED BY <u>K</u>

REFERRED TO
<i>pe</i>
<i>P.K.</i>
<i>hmr</i>
<i>hmr</i>
<i>hmr</i>

DET-882

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

PIPE LINE, DRAIN AND WIRE LINE AGREEMENT

DT&I LEASE NO. 3199

THIS AGREEMENT, made this 11th day of NOVEMBER, 1955, by and between DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY, a Delaware corporation, hereinafter called "Railroad Company", and THE DETROIT EDISON COMPANY, a New York corporation, of 2,000 SECOND AVENUE, DETROIT 26, MICHIGAN, hereinafter called "Licensee",

WITNESSETH, that the Railroad Company for and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$ 45.00 -) to be paid by Licensee, ~~the receipt of which is hereby acknowledged,~~ and the payment of the additional sum of TWENTY-FOUR AND NO/100 Dollars (\$ 24.00 - -) on the FIRST day of NOVEMBER each YEAR, during the term of this agreement, commencing NOVEMBER 1, 1955, hereby licenses and permits, but without warranty, the Licensee, upon condition that the Licensee faithfully keep and perform the covenants and agreements herein provided to be kept and performed by the Licensee, and not otherwise, to construct, maintain, use, operate and remove ~~a two (2) 120-KV~~ circuit electric transmission line with necessary appurtenances and attachments, known as the River Rouge-Ironton Line, for the transmission ~~or transportation~~ of electric power, all of which is hereinafter referred to as the "Facility", upon and across its land and over its tracks and structures ~~at a point approximately 1370 feet southwesterly of Marion Avenue and approximately 2350 feet east of Brownless Street in~~ the City of River Rouge, Wayne County, in the State of Michigan, being at Valuation Survey Station 111 + 52 (M.P. 2 + 05 Poles), at the point and in the location shown upon the print of Licensee's Plan No. RI-3119, dated June 27, 1955, and M.P.S.C. Wire Crossing Permit No. RD2-8-3762, dated September 30, 1955, attached hereto and made a part hereof, for the purpose of transmitting electric power, upon the following terms and conditions:

RIGHT OF WAY FILE NO. 17531

Marcus, Supt. E. of Brownlee

1. 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.

2. 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 sole 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.

3. 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.

4. 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.

6. 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

RIGHT OF WAY FILE NO. 17531

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.

9. The Licensee agrees to indemnify and save harmless the Railroad Company 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.

12. This agreement may be terminated at any time by the Licensee giving the Railroad Company thirty (30) days' advance written notice to that effect. ~~Unless sooner terminated, this agreement shall terminate on the~~
~~day of _____, 19_____.~~

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Witnesses:

M. J. [Signature]
T. [Signature]

^{USE}
DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

BY C. J. [Signature]
CHIEF ENGINEER

Witnesses:

R. S. Hadden
J. K. [Signature]

THE DETROIT EDISON COMPANY

BY Richard H. Taylor
RICHARD H. TAYLOR, DIRECTOR
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

TOP

RIGHT OF WAY FILE NO. 17531

DATA SHEET TO ACCOMPANY DRAWING RX-3119

Name of Company

The Detroit Edison Company.

Name and Location of Crossing

Crossing of the River Rouge-Ironton steel tower line over the Detroit-Toledo and Ironton Railroad and the New York Central Railroad at a point approximately 1370' southwesterly of Marion Avenue and approximately 2350' east of Brownless Street in the City of River Rouge, Wayne County, Michigan.

Circuits

Proposed two 120,000 volt, 60 cycle, 3-wire, 3-phase transmission circuits with two ground wires.

Towers and Crossarms

Steel towers and crossarms as per attached photostats T-8412 and T-8414.

Conductors

Proposed 6 - 795 Mcm 26al/7st ACSR conductors and 2 - 159 Mcm 12al/7st ACSR ground wire.

Guy and Guy Attachments

None

Guy Clamps and Guy Insulators

None

Guy Anchor and Anchor Rods

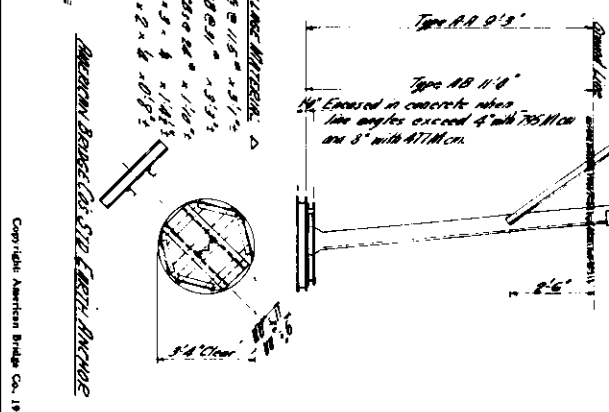
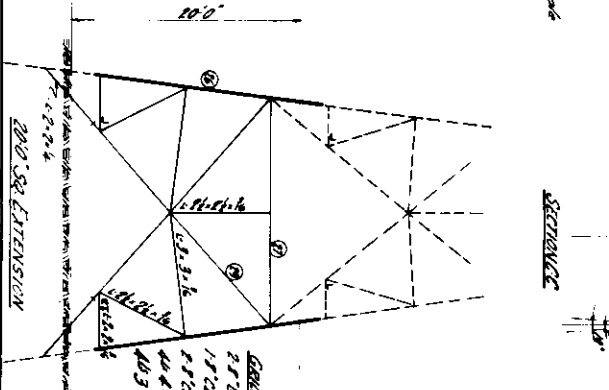
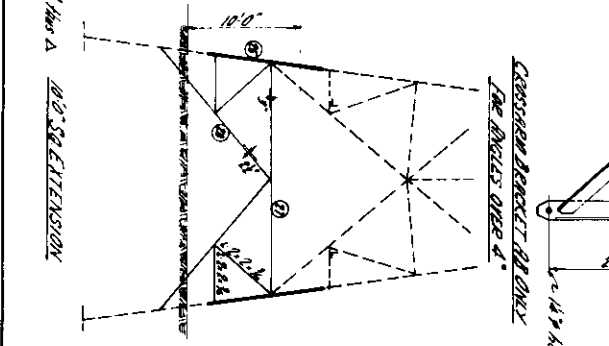
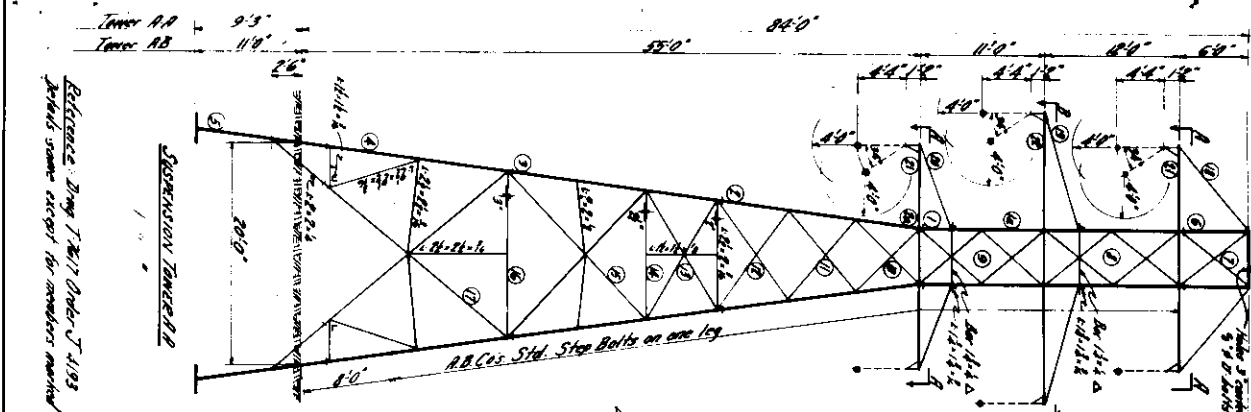
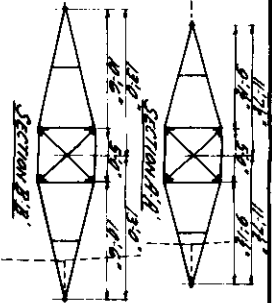
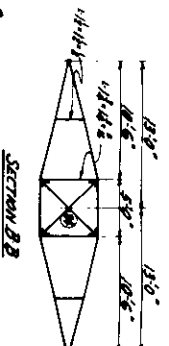
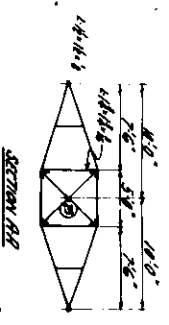
None

Pins, Insulators and Ties

Deadend and suspension details as shown on RX-3119.

Planning and Project
Engineering Department
Electrical Engineering Division
JSW:AD
7-13-55

RIGHT OF WAY FILE NO. 17531



Member	Tower AA	Tower AB (21)
1	14'-0"	14'-0"
2	14'-0"	14'-0"
3	14'-0"	14'-0"
4	14'-0"	14'-0"
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99	14'-0"	14'-0"
100	14'-0"	14'-0"

TRANSMISSION TOWERS
 THE DETROIT EASON CO.
 DETROIT, MICH.

THE AA AND AB TOWERS
 DETROIT, MICH.

AMERICAN BRIDGE CO.
 PITTSBURGH, PA.

REVISIONS

NO. 1
 NO. 2
 NO. 3
 NO. 4
 NO. 5
 NO. 6
 NO. 7
 NO. 8
 NO. 9
 NO. 10

DATE: 12/15/1925

Copyright American Bridge Co., 1925

STATE OF MICHIGAN
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

1955 SEP 30 5 PM 12 20
REAL ESTATE AND
RIGHTS-OF-WAY DEPT.

Standard Railroad Wire-Crossing Permit No. ED2-8-3762

In Re Application of **The Detroit Edison Company**
Detroit, Michigan

Pursuant to Act No. 171 of the Session Laws of 1893, as amended, application having been made to Michigan Public Service Commission by said

The Detroit Edison Company

for permission to string wires across the tracks of the

Detroit, Toledo & Ironton R.R. Company

and said

The Detroit Edison Company

having conformed to the Commission's rules governing the filing of notices and issuing of permits for the construction of electrical lines and said rail road company having waived the right of notice and hearing provided for in said act

THEREFORE, It is ordered that said

The Detroit Edison Company

be permitted to string the following described wires across the tracks of said railroad at the following described place:

City of River Rouge County of Wayne State of Michigan	App. 1370' SW of Marion Ave. and app. 2350' E. of Brownless St. 2 - 120 KV circuits consisting of: 6 - 795 Mcm 26al/7st ACSR Conductors. 2 - 159 Mcm 12al/7st ACSR Ground Wire.
--	---

as indicated on the attached plans, when, as and if approved.

At the point of crossing said wires shall be constructed in accordance with this Commission's rules and regulations.

Given under our hands and the Official Seal of this Commission at the City of Lansing, State of Michigan, this **thirtieth** day of **September** A. D. 19**55**

MICHIGAN PUBLIC SERVICE COMMISSION
By

SEAL

J. H. McCarthy

Chairman,

W. B. Elmer

Commissioner,

M. E. Hunt

Commissioner.

Countersigned

S. A. Lund

Secretary

17531

STATE OF MICHIGAN
Office of the Michigan Public Service Commission } SS.

I, **S. A. Lund**, Secretary of the Michigan Public Service Commission

Do Hereby Certify, That I have compared the annexed copy of

Permit No. ED2-8-3762

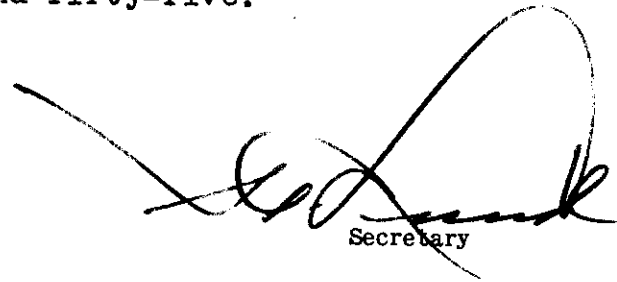
with the original **permit**

recorded in **ED2-8-3762**

and that it is a true and correct transcript therefrom, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed
the seal of the Commission, at Lansing, this **thirtieth**
day of **September** in the year of our Lord
one thousand nine hundred **and fifty-five.**

RECORDED RIGHT OF WAY NO. 17531



Secretary



DETROIT, TOLEDO AND Ironton RAILROAD COMPANY

YOU CAN
RELY
ON THE
D.T. AND I.

ENGINEERING AND MAINTENANCE DEPARTMENT

J. S. HANCOCK
BRIDGE ENGINEER

DEARBORN, MICHIGAN

F. C. SMART
Asst. Chief Engineer

W. G. CLINTON, SUPERINTENDENT
SIGNALS AND COMMUNICATIONS

C. L. TOWLE
CHIEF ENGINEER

T. V. Burns
SUPERVISOR
SIGNALS AND COMMUNICATIONS

H W Sealey
Engineer, M of Way

September 23, 1955

File 1-0331

Michigan Public Service Commission
Lansing
Michigan

1955 SEP 27 AM 9
REAL ESTATE AND
RIGHTS-OF-WAY DEPT.

Gentlemen:

The Detroit, Toledo and Ironton Railroad Company hereby waives its right of hearing in the matter of the application of The Detroit Edison Company of Detroit, Michigan, to construct a 120 KV steel tower transmission line (known as the River Rouge - Ironton Line) over the tracks and right-of-way of the Detroit, Toledo and Ironton Railroad at a point approximately 1370 feet Southwesterly of Marion Avenue and approximately 2350 feet east of Brownless Street in the City of River Rouge, Wayne County, Michigan.

This Waiver of Hearing is granted on condition that this crossing be constructed in accordance with The Detroit Edison Company's Plan No. RE-3119 and Data Sheets, dated June 27, 1955, and in accordance with the Rules and Regulations of the Michigan Public Service Commission.

Yours very truly,

C. L. TOWLE
CHIEF ENGINEER

CLT:TS

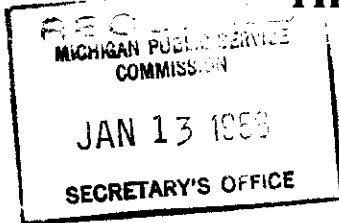
CC - The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan
Attention: Mr L G Hadden, Supervisor,
Rights of Way Procurement

RECORDED RIGHT OF WAY NO. 17531

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

January 11, 1956



Permit No. ED 2-8-3762

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, Lyman G. Hedden, Supervisor, Rights of Way
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the wire
crossing, covered by Wire Crossing Permit No. ED 2-8-3762,
issued 9-30-55, 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,

Lyman G. Hedden
Supervisor of Rights of Way

RX No. 3119

Location City of River Rouge,

Wayne County

Railroad Detroit, Toledo and

Ironton Railroad Company

Approx. 1370' SW'ly of Marion Ave.
& approx. 2350' E of Brownless St.

Subscribed and sworn to before me this
11th day of January, 1956.

Notary Public, Wayne
County, Michigan.

My Commission expires April 16, 1957

RECEIVED RIGHT OF WAY DIVISION 17531

1956 JAN 20 AM 11 113
REAL ESTATE AND
RIGHTS-OF-WAY DEPT.

DATA SHEET TO ACCOMPANY DRAWING RX-3119

Name of Company

The Detroit Edison Company.

Name and Location of Crossing

Crossing of the River Rouge-Ironton steel tower line over the Detroit-Toledo and Ironton Railroad and the New York Central Railroad at a point approximately 1370' southwesterly of Marion Avenue and approximately 2350' east of Brownless Street in the City of River Rouge, Wayne County, Michigan.

Circuits

Proposed two 120,000 volt, 60 cycle, 3-wire, 3-phase transmission circuits with two ground wires.

Towers and Crossarms

Steel towers and crossarms as per attached photostats T-8412 and T-8414.

Conductors

Proposed 6 - 795 Mcm 26al/7st ACSR conductors and 2 - 159 Mcm 12al/7st ACSR ground wire.

Guy and Guy Attachments

None

Guy Clamps and Guy Insulators

None

Guy Anchor and Anchor Rods

None

Pins, Insulators and Ties

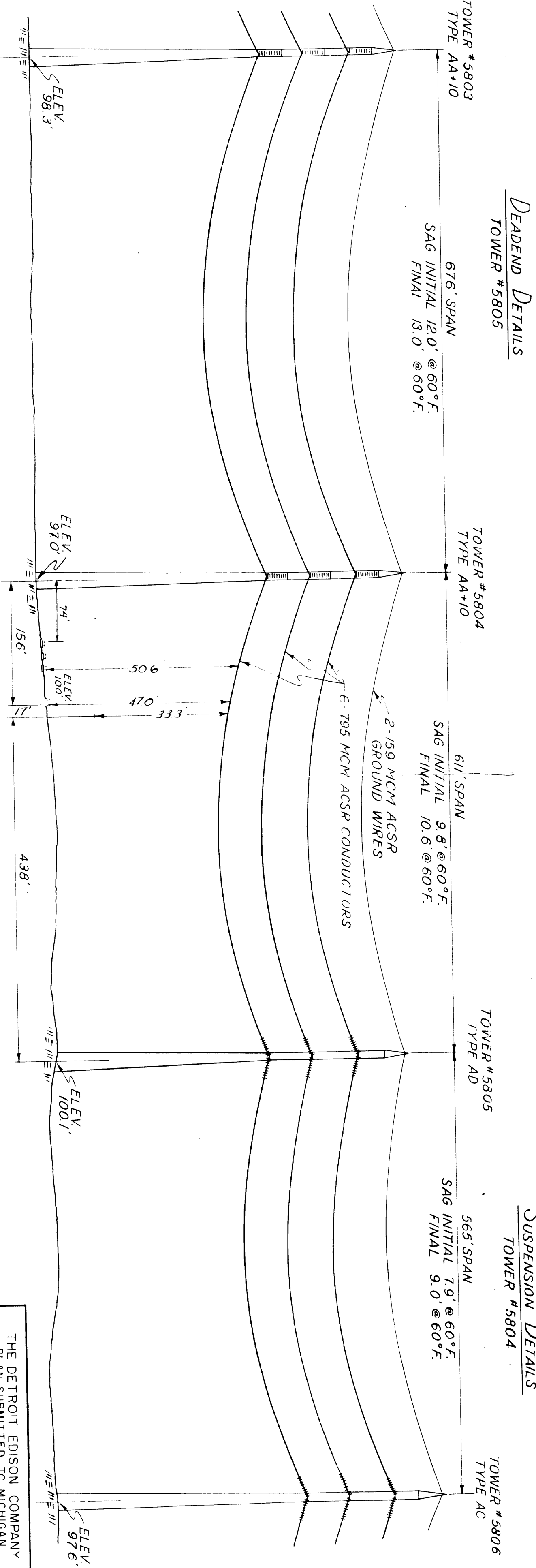
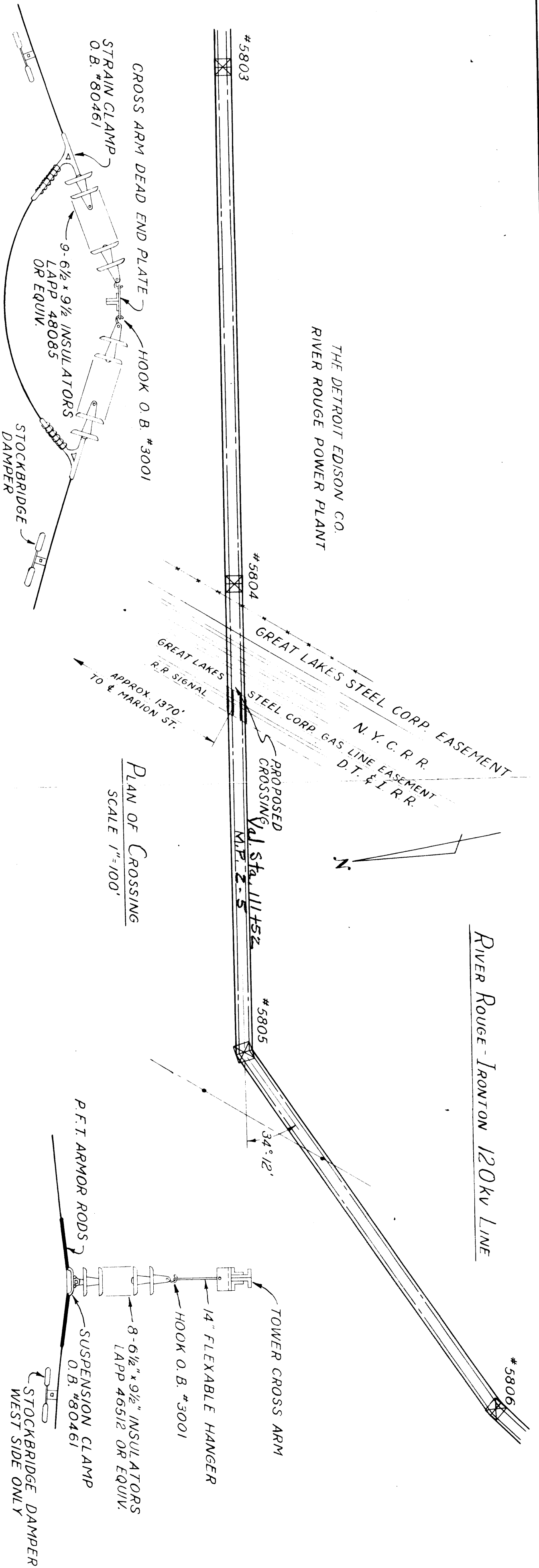
Deadend and suspension details as shown on RX-3119.

Planning and Project
Engineering Department
Electrical Engineering Division
JSW:AD
7-13-55

PROJECT FILED IN 17531

THE DETROIT EDISON CO.
RIVER ROUGE POWER PLANT

RIVER ROUGE - IRONTON 120KV LINE



RECORDED RIGHT OF WAY

R 11531

ELEVATION OF CROSSING
SCALE HORIZONTAL 1"=100'
VERTICAL 1"=20'

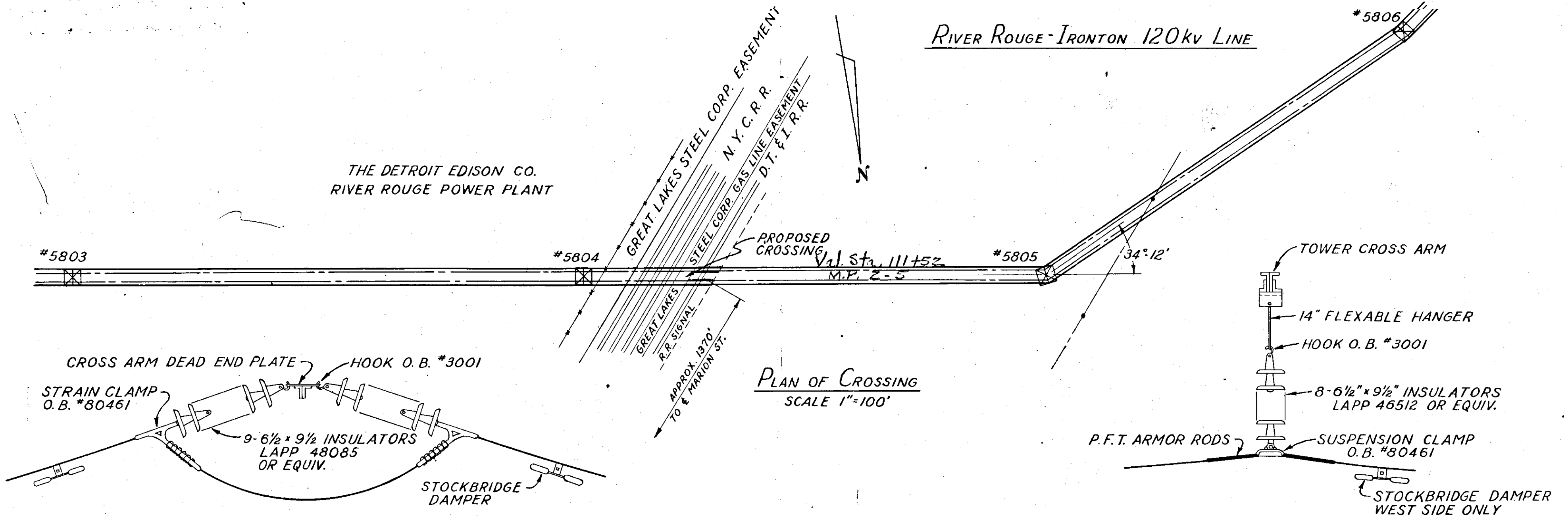
CITY RIVER ROUGE
COUNTY WAYNE
SURVEY NO. T 33
RANGE NO. R 11E

THE DETROIT EDISON COMPANY
PLAN SUBMITTED TO MICHIGAN
PUBLIC UTILITIES COMMISSION
FOR 120,000 VOLT CROSSING
OVER THE D.T. & I. R.R. AND N.Y.C. R.R.
DRAWN BY R.A.R. DATE 6-27-55
CHECKED BY J.M. DATE 7-12-55
PERMIT NO. RX-3119

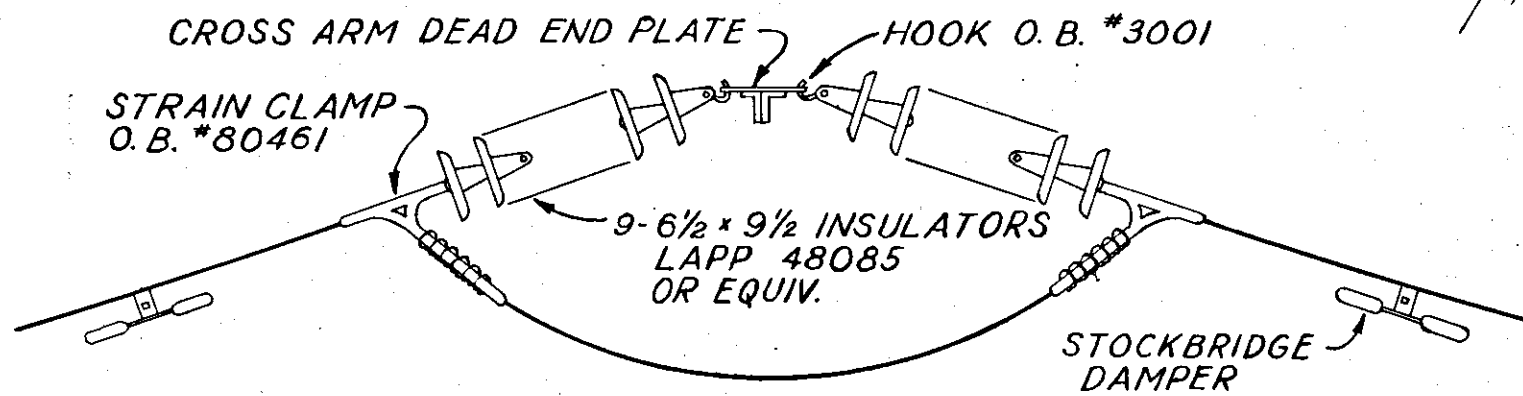
DETROIT, TOLEDO & IRONTON RAILROAD COMPANY
BY *R.A.R.*
SIGNALS AND OPERATIONS

RIVER ROUGE-IRONTON 120kv LINE

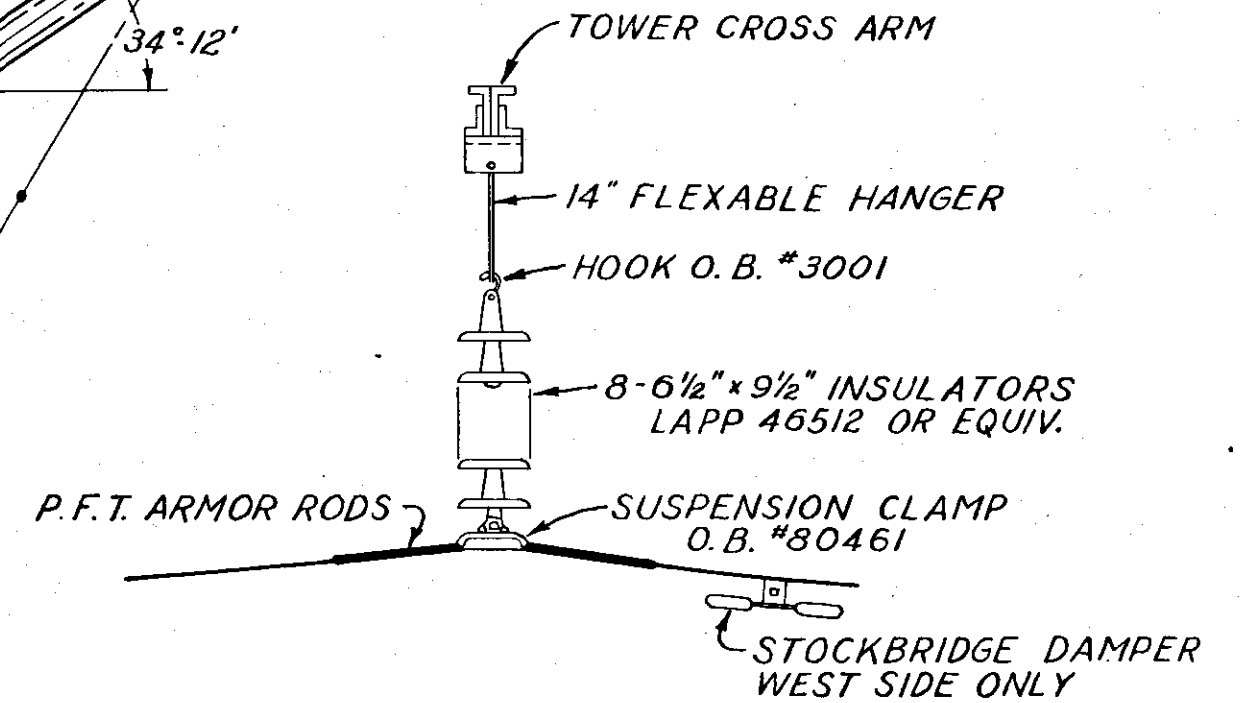
THE DETROIT EDISON CO.
RIVER ROUGE POWER PLANT



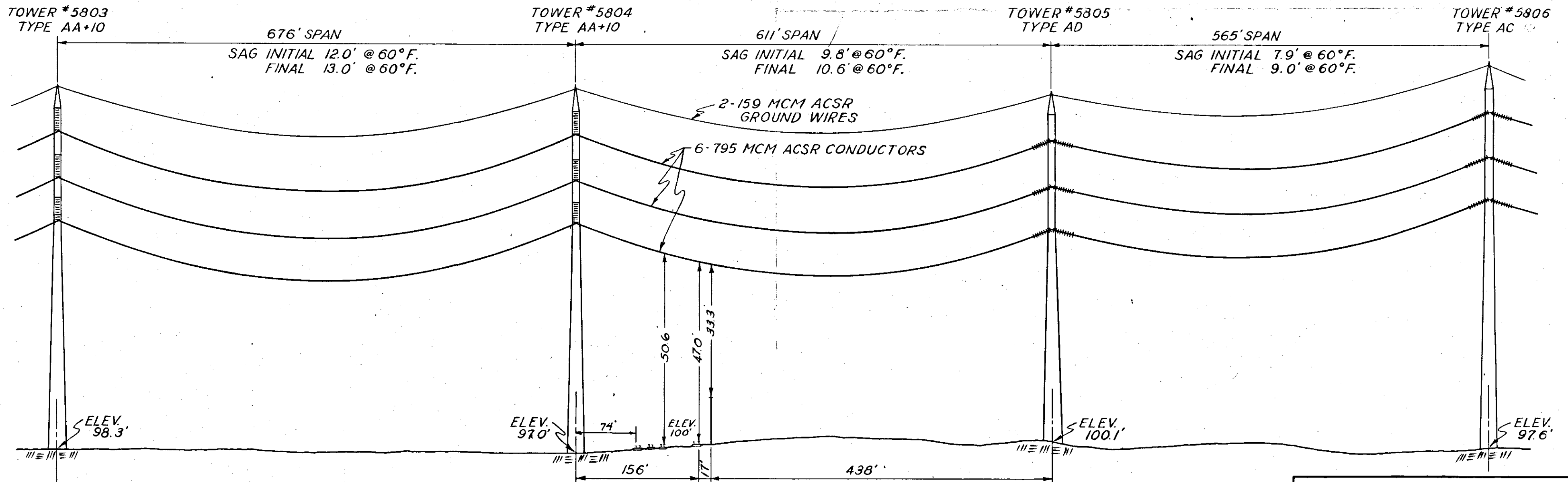
PLAN OF CROSSING
SCALE 1"=100'



DEADEND DETAILS
TOWER #5805



SUSPENSION DETAILS
TOWER #5804



RECORDED RIGHT OF WAY

R 17531

ELEVATION OF CROSSING
SCALE HORIZONTAL 1"=100'
SCALE VERTICAL 1"=20'

CITY RIVER ROUGE
COUNTY WAYNE
SURVEY NO. T3S
RANGE NO. R1E

THE DETROIT EDISON COMPANY
PLAN SUBMITTED TO MICHIGAN
PUBLIC UTILITIES COMMISSION
FOR 120,000 VOLT CROSSING
OVER THE D.T. & I.R.R. AND N.Y.C.R.R.
DRAWN BY R.A.R. DATE 6-27-55
CHECKED BY J.S.W. DATE 7-12-55

PERMIT NO. RX-3119

DETROIT, TOLEDO & IRONTON RAILROAD COMPANY
BY *W. J. Clifton*
SUPERINTENDENT
SIGNALS AND COMMUNICATIONS

RIGHT OF WAY FILE No. 17531