EASEMENT AGREEMENT

THIS INDENTURE, made this 1st day of November, 1966, between NATIONAL STEEL CORPORATION, GREAT LAKES STEEL DIVISION, a Delaware corporation, of Ecorse, Michigan, hereinafter referred to as "NATIONAL", and THE DETROIT EDISON COMPANY, a New York corporation, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON".

W I T N E S S E T H :

IN CONSIDERATION of the sum of One Dollar ($1.00) and other good and valuable considerations paid by EDISON to NATIONAL, receipt of which is hereby acknowledged, it is agreed between the parties as follows:

(1) NATIONAL hereby grants to EDISON, its successors and assigns, forever, the right to construct, operate and maintain (including the right of ingress and egress for the purposes herein set forth) its overhead lines for the transmission and distribution of electricity, including the necessary towers, cables, fixtures, attachments, and terminals, over, across and upon those certain tracts or parcels of land owned by NATIONAL in the cities of River Rouge and Ecorse, Wayne County, Michigan, as depicted by the broken lines and by the shaded area on Detroit Edison Drawing No. ED-6048, (Rev. 8-31-66), which is attached hereto and made a part hereof, which tracts or parcels of land are described as follows:

> That part of P.C. 226 in the City of River Rouge, Wayne County, Michigan, described as being bound on the North by land of the Detroit Edison Company, on the West by Marion Industrial Highway, on the South by Great Lakes Avenue and on the East by P.C. 45.
>
> and
>
> That part of P.C. 226 in the City of Ecorse, Wayne County, Michigan, described as being bound on the North by land of The Detroit Edison Company (Ironton Station) and Great Lakes Road, on the West by Ironton Avenue, on the South by Tecumseh Road and on the East by the Detroit, Toledo & Ironton Railroad Right of Way.
>
> and
>
> That part of P.C. 226 and P.C. 42, City of Ecorse, Wayne County, Michigan, lying South of Tecumseh Road extended and East of the New York Central Railroad Right of Way.

(2) The approximate locations of the proposed overhead lines and the tower center points are indicated on the attached print No. ED-6048, (Rev. 8-31-66).

See Also: RECORDED RIGHT OF WAY NO. 19700
RECORDED RIGHT OF WAY NO. 23938

(3) All said overhead lines will be constructed and maintained so that the span-center ground clearance will not be less than forty (40') feet.

(4) EDISON covenants with NATIONAL, its successors and assigns, that all said lines shall be constructed and maintained by EDISON at its own expense. The right is expressly reserved by NATIONAL to make every use of its said lands which, in its sole discretion, shall be found necessary to its present and future operations and the present and future operations of its lessees and licensees. EDISON shall not during the construction, maintenance and operation of said lines interfere with any existing facilities or with the present or future operations of NATIONAL or its lessees or licensees. Said rights hereby granted to EDISON shall be subject to all liens or encumbrances, if any, now affecting said lands, including leases, rights-of-way or other easements now existent under, over, across or upon said lands. EDISON shall pay any and all taxes or assessments of whatsoever kind or character which may be levied upon or assessed against said lines, and/or any increase in taxes levied upon or assessed against NATIONAL on account of the exercise by EDISON of said rights.

(5) In the event that the overhead lines, towers, cables, fixtures, attachments, transformers, and terminals which are constructed under this Agreement at any time in the future shall interfere with any reasonable use of the premises by NATIONAL, its successors, and assigns, in the ordinary course of its business, EDISON, upon being granted an alternate easement by NATIONAL, shall promptly relocate its facilities from the easement hereby granted onto the alternate easement to be granted, at Edison's expense.

(6) This Agreement shall continue in effect so long as EDISON shall faithfully and punctually keep and perform all and singular the covenants, agreements, and undertakings herein agreed by it to be kept and performed, or until EDISON shall have given to NATIONAL thirty (30) days notice ot its intention to terminate the same, and in that event, EDISON shall within thirty (30) days after such has been given, remove its facilities from the lands of NATIONAL, the provisions of this Agreement to remain in full force and effect until such removal has been made; provided, however, that in the event of any default on the part of EDISON or its successors or assigns, NATIONAL shall have the right to terminate this Agreement upon giving EDISON thirty (30) days written notice of its election to terminate said Agreement; and provided, further, that this Agreement shall not be so terminated if EDISON cures any such default within ten (10) days after EDISON shall have received such termination notice from NATIONAL.

It is expressly understood, however, that this Agreement shall not be considered to be in default if EDISON's failure to cure said default within the period of time required herein is due to circumstances beyond the control of EDISON by reason of strike or governmental restrictions. The waiver of any default shall not be construed or considered as the waiver of any other or subsequent default.

(7) NATIONAL, its lessees and licensees, shall not be liable to EDISON for any loss or damage to said lines or any part thereof resulting from any use of portions of said lands by NATIONAL or its lessees or licensees. EDISON shall be liable to NATIONAL, its lessees and licensees, for any and all damage, loss, liability, cost or expense sustained by NATIONAL or its lessees and licensees, and agrees at all times to exonerate, indemnify and save harmless NATIONAL, its lessees and licensees from and against any and all damage, loss, liability, cost, or expense on account of any injury, including death, to any person (including injury to or death of any employee of NATIONAL or of its lessees or licensees or of EDISON while on or about said lands) or to any property resulting from or arising in connection with the exercise by EDISON in whole or in part of said rights.

(8) EDISON shall not assign or transfer the rights acquired hereunder except to a successor or subsidiary public utility company without the written consent of NATIONAL.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed in duplicate by their respective duly authorized officers the day and year first above written.

In the Presence of:

M. L. Metz

Esther C. Hilbrecht

NATIONAL STEEL CORPORATION,
GREAT LAKES STEEL DIVISION

By: F. W. Morton

By: L R Naragon

Cada T. Hards

Irene C. Kata
IRENE C. KATA

THE DETROIT EDISON COMPANY

By: C. E. Ogden
C. E. Ogden, Administrative Vice Pres.

By: Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

23238

STATE OF MICHIGAN)
) SS.
COUNTY OF)

On this _____ day of _____, 1966, before me the subscriber, a Notary Public in and for said County, appeared _____ and _____, to me personally known, who being by me duly sworn did say they are the _____ and _____ of NATIONAL STEEL CORPORATION, GREAT LAKES STEEL DIVISION, a Delaware corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said inatrument was signed in behalf of said corporation, by authority of its Board of Directors, and _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.

_____

My Commission Expires: _____ Notary Public, _____ County, Michigan

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 18th day of October, 1966, before me the subscriber, a Notary Public in and for said County, appeared C. F. Ogden and Lillian J. H. Carroll, to me personally known, who being by me duly sworn did say they are the Adm. Vice President and an Assistant Secretary of THE DETROIT EDISON COMPANY, a New York corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and _____ C. F. Ogden and Lillian J. H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kata
IRENE C. KATA

My Commission Expires: July 9, 1968 Notary Public, Wayne County, Michigan

RECORDED RIGHT OF WAY NO. 23938

PREPARED BY: Roger F. Golden
2000 Second Avenue
Detroit, Michigan, 48226

THE DETROIT EDISON

INTERDEPARTMENT CORRESPONDENCE

November 1, 1966

Memorandum to
Miss Ruth M. Rush,
225 General Offices.

The enclosed easement agreement is for the 120 KV tower line that will serve the electric furnaces at Great Lakes Steel Corporation.

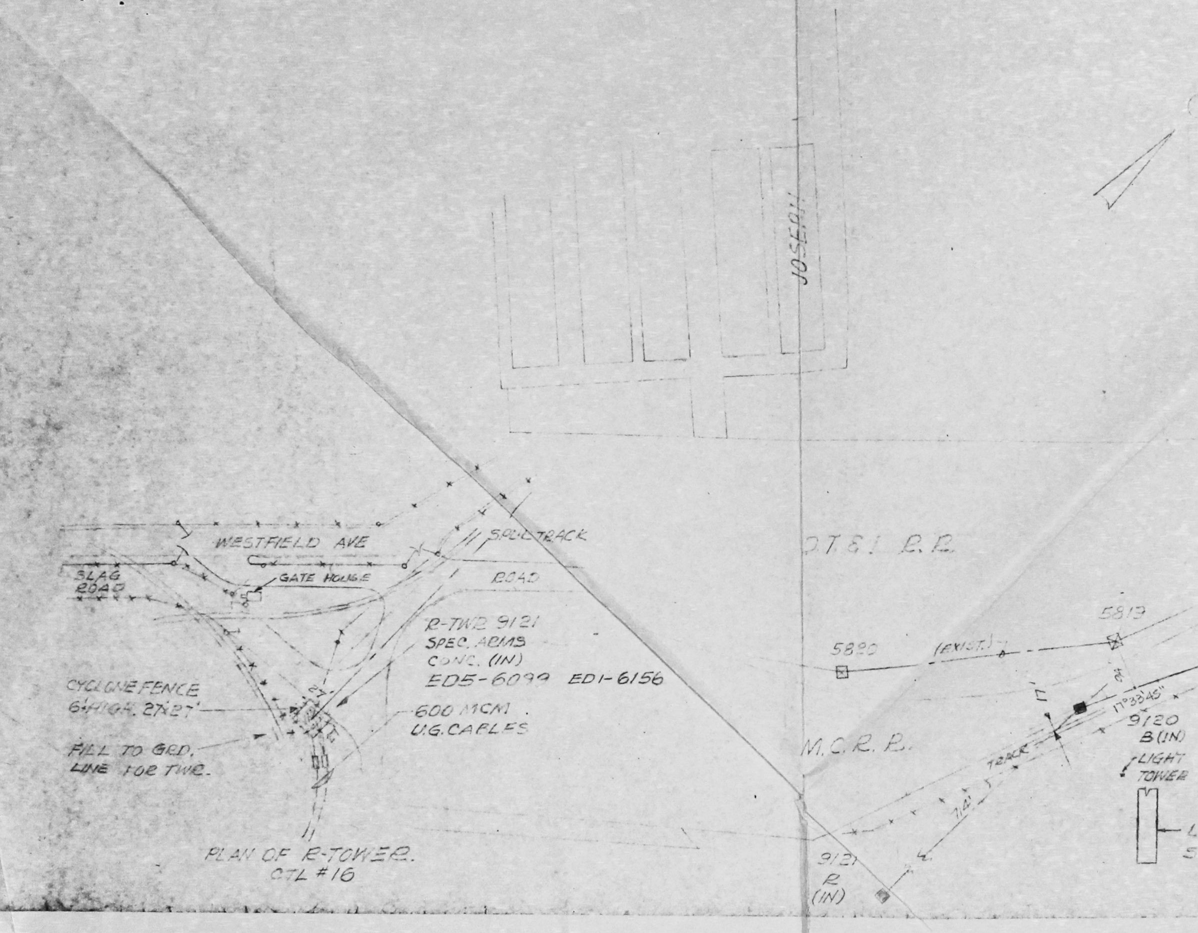
Will you please add this agreement to your Great Lakes Steel file.

Robert H. Dowen
Director of Industrial Sales

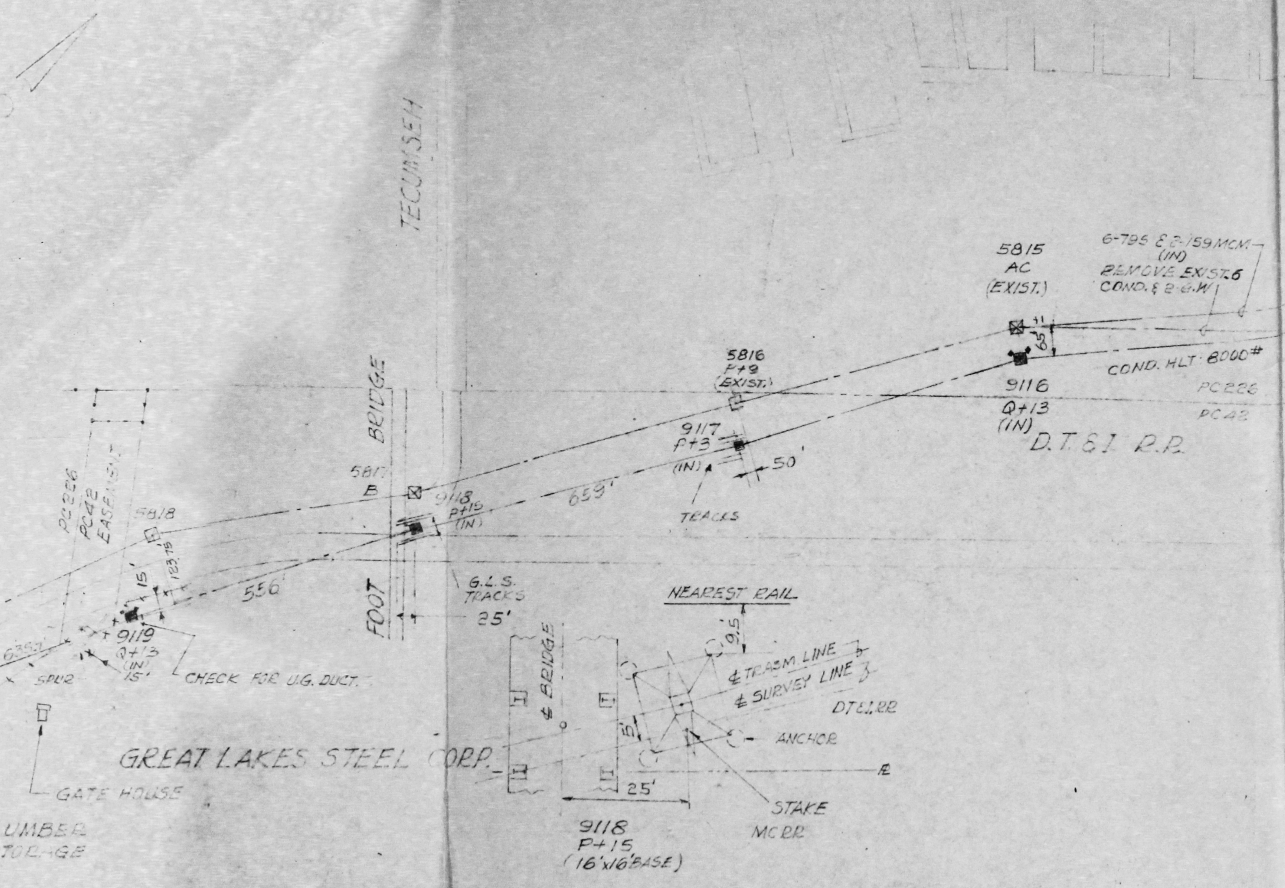
RHD-bw
encl.

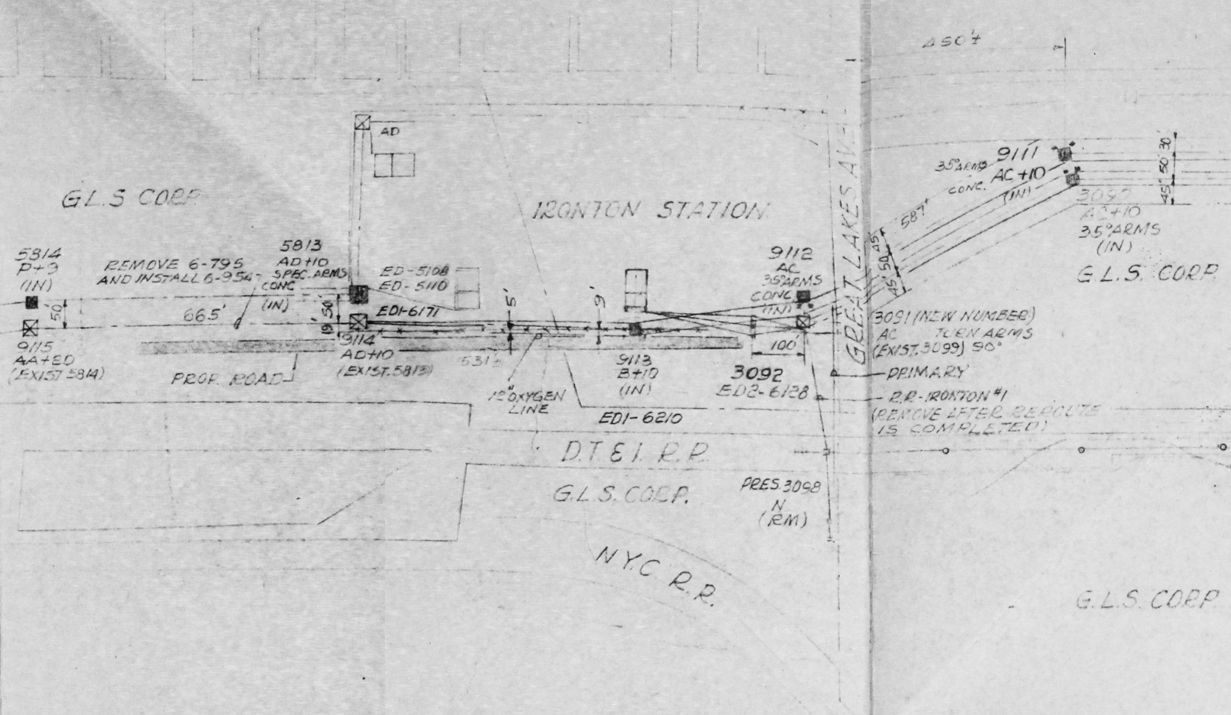
RECORDS CENTER
RECEIVED DEC 2 2 1966
TICKLER CODE
CLASSIFIED

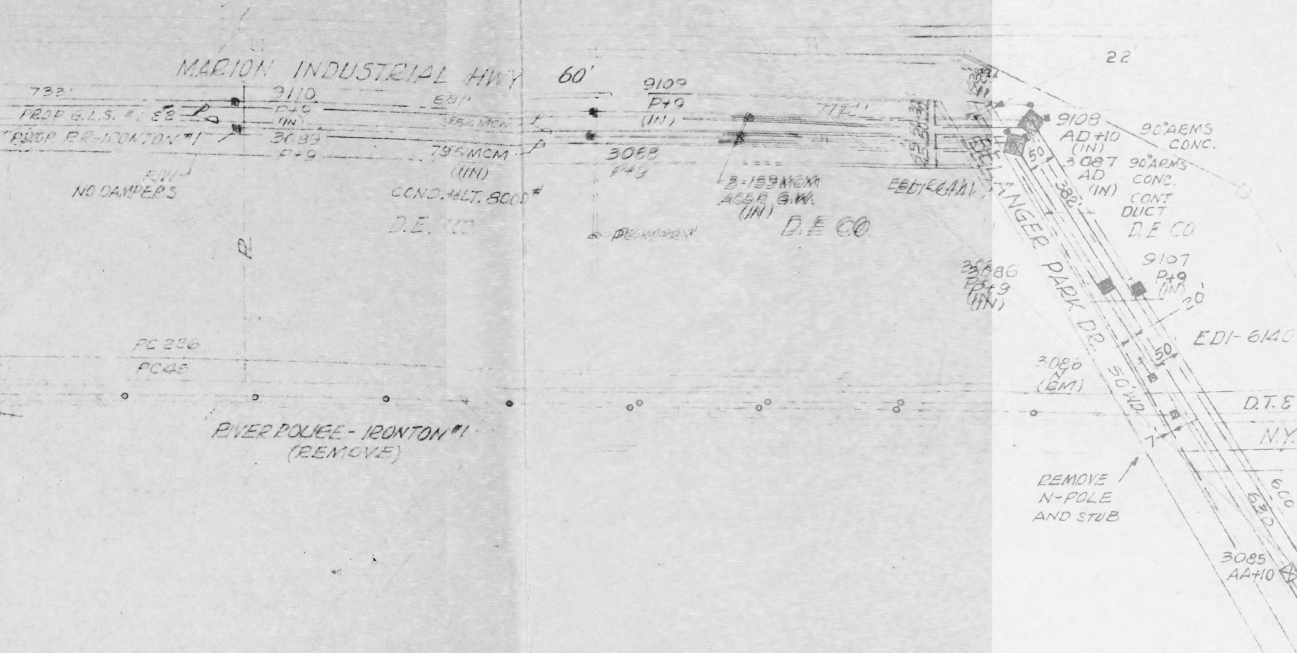
RECORDED RIGHT OF WAY NO. 23238

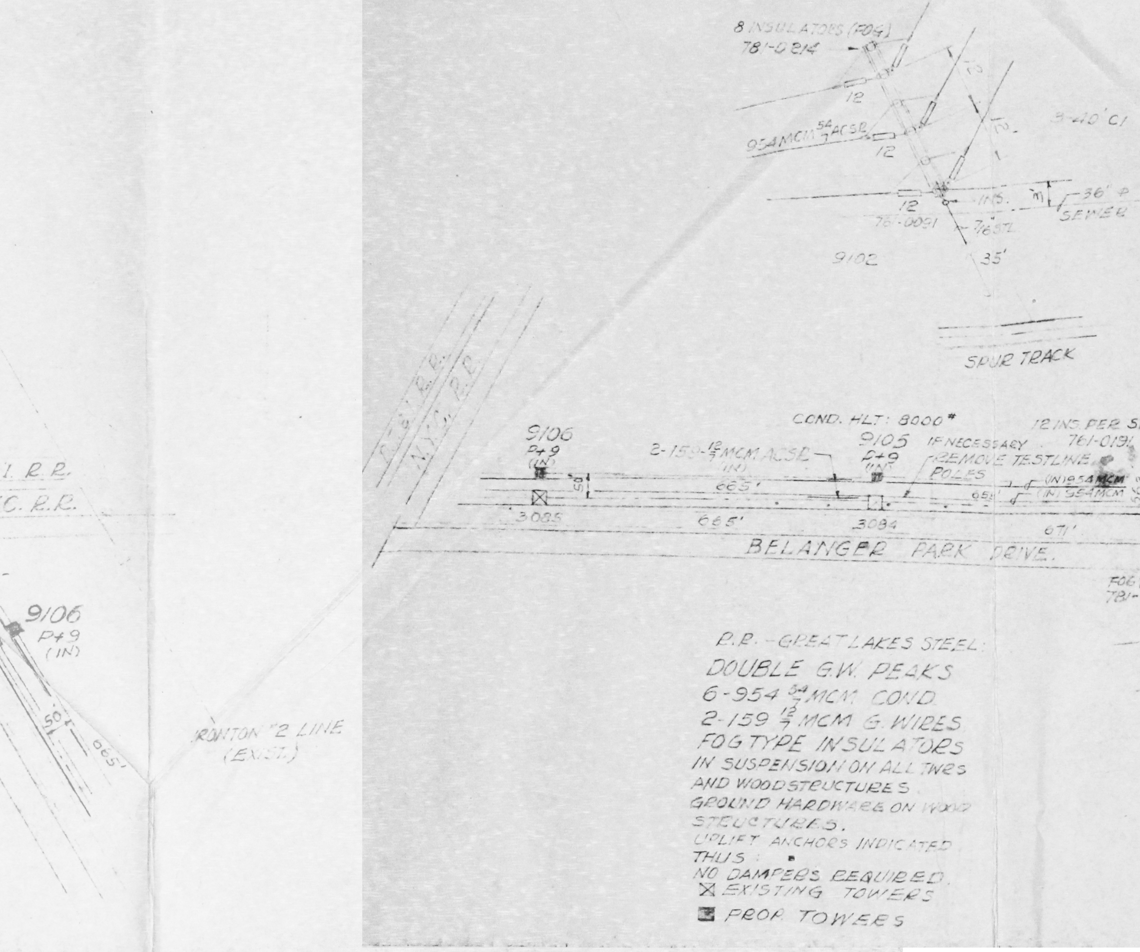

JOSEPH
D.T.&I. R.R.
WESTFIELD AVE
SPUR TRACK
SLAG ROAD
GATE HOUSE
ROAD
R-TWR 9121
SPEC. ARMS
CONC. (IN)
ED5-6099 ED1-6156
CYCLONE FENCE
6' HIGH. 27'x27'
27
600 MCM
U.G. CABLES
FILL TO GRD.
LINE FOR TWR.
M.C.R.R.
5820
(EXIST.)
5819
17'
24
17°33'45"
9120
B (IN)
LIGHT
TOWER
TRACK
74'
9121
R
(IN)

PLAN OF R-TOWER.
OTL #16


TECUMSEH
5815
AC
(EXIST.)
6-795 & 2-159 MCM.
(IN)
REMOVE EXIST. 6
COND. & 2-G.W.
41
65
COND. HLT. 8000#
9116
Q+13
(IN)
PC 226
PC 42
D.T.&I. R.R.
5816
P+9
(EXIST.)
9117
P+3
(IN)
50'
TRACKS
659'
BRIDGE
FOOT
5817
B
9118
P+15
(IN)
G.L.S.
TRACKS
25'
PC 226
PC 42
EASEMENT
5818
123.75
15'
556'
9119
Q+13
(IN)
15'
635.7'
SPUR
CHECK FOR U.G. DUCT.
GATE HOUSE
UMBER
TORAGE
GREAT LAKES STEEL CORP.
NEAREST RAIL
9.5'
℄ TRASM. LINE
℄ SURVEY LINE
℄ BRIDGE
DT&I RR
5'
ANCHOR
℄
25'
STAKE
MC RR
9118
P+15
(16'x16' BASE)


450'±
AD
G.L.S CORP
IRONTON STATION
GREAT LAKES AVE
5814
P+9
(IN)
50
9115
AA+ED
(EXIST 5814)
REMOVE 6-795
AND INSTALL 6-954
66.5'
5813
AD+10
SPEC. ARMS
CONC
(IN)
50
19
ED-5108
ED-5110
EDI-6171
9114
AD+10
(EXIST. 5813)
PROP. ROAD
531'±
5'
9'
12" OXYGEN
LINE
9113
B+10
(IN)
EDI-6210
9112
AC
35° ARMS
CONC
(IN)
100'
3092
ED2-6128
9111
35° ARMS
CONC.
AC+10
(IN)
587'
45
50
45
45
50
45
30
50
45
3090
AC+10
35° ARMS
(IN)
G.L.S. CORP
3091 (NEW NUMBER)
AC TURN ARMS
(EXIST. 3099) 90°
PRIMARY
R.R.-IRONTON #1
(REMOVE AFTER REROUTE
IS COMPLETED)
D.T.E.I. R.R.
G.L.S. CORP.
PRES. 3098
N
(RM)
N.Y.C. R.R.
G.L.S. CORP


MARION INDUSTRIAL HWY 60'
733'
PROP G.L.S. #1 E2
PROP RR-IRONTON #1
R/W
NO DAMPERS
9110
P+9
(IN)
3089
P+9
691'
954 MCM
795 MCM
(IN)
COND. ALT. 8000#
D.E. CO
9109
P+9
(IN)
3088
P+9
3-159 MCM
ACSR G.W.
(IN)
D.E CO
772'
EDI-6141
BELANGER PARK DR.
50' WD
22'
9108
AD+10
(IN)
90° ARMS
CONC.
3087
AD
(IN)
90° ARMS
CONC.
CONT.
DUCT
D.E CO
382'
50
3086
P+9
(IN)
9107
P+9
(IN)
20'
EDI-6140
50
3086
N
(RM)
7'
D.T.E
N.Y.
REMOVE
N-POLE
AND STUB
600
620
3085
AA+10
PC 226
PC 45
RIVER ROUGE - IRONTON #1
(REMOVE)


8 INSULATORS (FOG)
781-0214
12
954MCM $\frac{54}{7}$ ACSR
12
12
12
12
3-40' C1
12
INS.
3
36" φ
SEWER
761-0091
7/16 STL
9102
35'
SPUR TRACK
COND. HLT: 8000#
12 INS. PER S
761-0191
9106
P+9
(IN)
2-159-$\frac{12}{7}$ MCM ACSR
(IN)
9105
P+9
(IN)
IF NECESSARY
REMOVE TESTLINE
POLES
50
665'
665'
(IN) 954MCM
(IN) 954MCM
3085
665'
3084
671'
BELANGER PARK DRIVE.
FOG
781-
R.R.
N.Y.C. R.R.
I. R.R.
C. R.R.
9106
P+9
(IN)
50
665'
IRONTON #2 LINE
(EXIST.)

R.R. - GREAT LAKES STEEL:

DOUBLE G.W. PEAKS

6-954 $\frac{54}{7}$ MCM COND.

2-159 $\frac{12}{7}$ MCM G. WIRES

FOG TYPE INSULATORS
IN SUSPENSION ON ALL TWRS
AND WOOD STRUCTURES

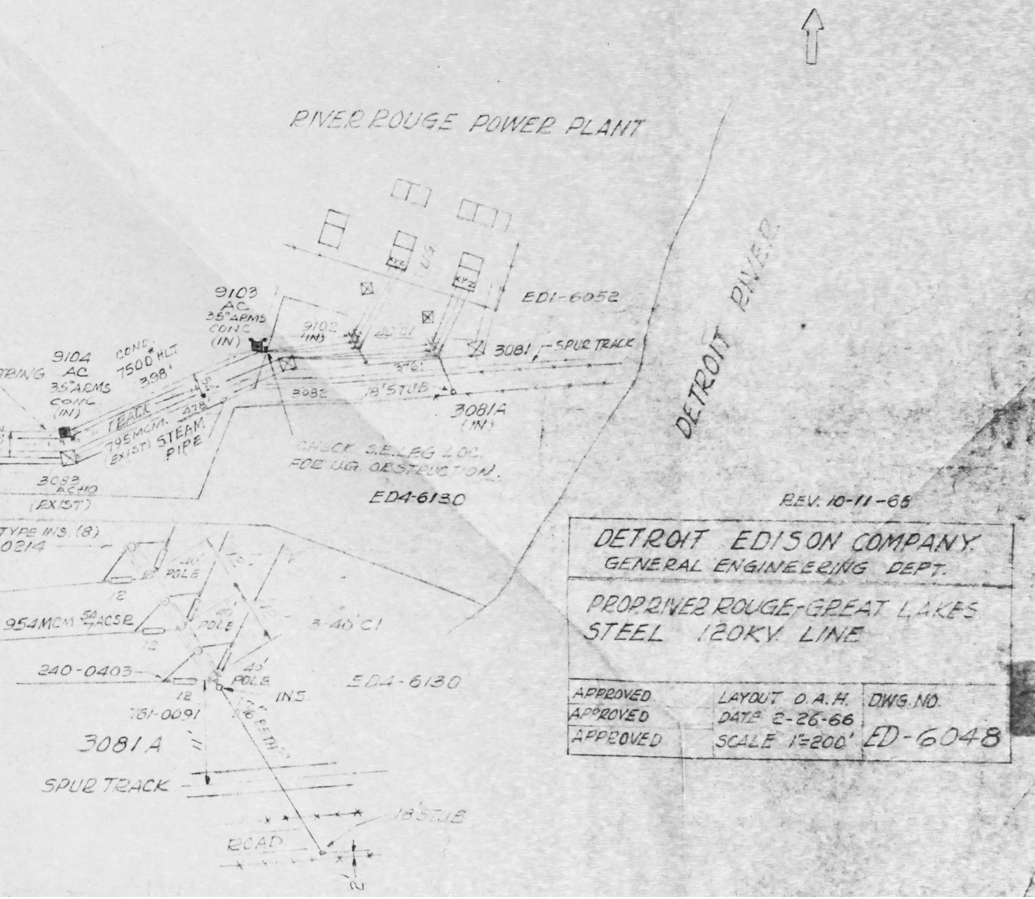
GROUND HARDWARE ON WOOD
STRUCTURES.

UPLIFT ANCHORS INDICATED
THUS: ■

NO DAMPERS REQUIRED.

☒ EXISTING TOWERS

■ PROP. TOWERS


RIVER ROUGE POWER PLANT
U.G.
XYZ
XYZ
EDI-6052
DETROIT RIVER
9103
AC
35° ARMS
CONC
(IN)
9102
(IN)
40' CI
3081
SPUR TRACK
376'
3082
18' STUB
3081A
(IN)
9104
AC
35° ARMS
CONC
(IN)
CONC.
7500* HLT
398'
5'
TRACK
795MCM.
(EXIST)
478'
STEAM
PIPE
TRING
3083
AC+10
(EXIST)
CHECK S.E. LEG LOC.
FOR U.G. OBSTRUCTION.
ED4-6130
TYPE INS. (8)
0214
40'
POLE
12
12'
954MCM 54/7 ACSR
40'
POLE
12
3-40' CI
240-0403
45'
POLE
12
INS
ED4-6130
761-0091
12'
16' EXTN.
3081 A
SPUR TRACK
18' STUB
ROAD
2'

REV. 10-11-66

DETROIT EDISON COMPANY.
GENERAL ENGINEERING DEPT.

PROP. RIVER ROUGE-GREAT LAKES STEEL 120KV. LINE

APPROVED	LAYOUT O.A.H.	DWG. NO.
APPROVED	DATE 2-26-66	ED-6048
APPROVED	SCALE 1"=200'	