

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

August 16, 1973

TO RECORDS CENTER:

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

Detroit Terminal Railroad Company

R. R. Agreement A-1461

Facilities Covered:

One 8-5/8" O.D. pipe containing One 120-KV cable and Two 18-duct (5" Fiber) conduit runs occupied with Five 40-KV cables each and a future occupancy of 4800-volt and 13,200-volt cables.

120-KV @ 150' / 13750 / 8675

Specific Location:

Along Railroad Right of Way South of East Warren and West of Conner Lane extended.

R. R. Valuation Station _____ Mile Post _____

City/~~XXXXXX~~ Detroit Township _____

County Wayne Detroit Edison Plan No. U3-5-8484B

Agreement/~~Permit~~ Date August 14, 1973 R. R. Plan No. Used DECo. Plan

Preparation Fee _____ Annual Rental \$2,000.00 payable quarterly

Supersedes and Cancels Agreement dated _____

Attached Agreement 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.

GEN'L ACCTG DEPT
ENTERED - ~~CANCELLED~~
CONTRACT BOOK NO.
DATE 8/27/73
BY _____
CHECKED BY G. Evers

REFERRED TO
RECORDS CENTER
RECEIVED AUG 23 '73
FILED IN DE
CLASSIFIED
HB:dmd
W.C. 8/31/73

W. C. Arnold
W. C. Arnold, Director
Real Estate and Rights of Way Dept.

Quiet
P.C. 372, 688, 687
E. Warren S. of Conner Lane

RECORDED RIGHT OF WAY NO. 28779

RECEIVED

DETROIT TERMINAL RAILROAD COMPANY AUG 20 1973

JR
R/E & R/W DEPT.

A-3250

August 16, 1973

N. S. BABCOCK
ASSISTANT SECRETARY AND AUDITOR

17541 MOUND ROAD
DETROIT, MICHIGAN 48212

*Copies of all
encls. Acts Payable
with attached bill.
J.P.*

Mr. W. C. Arnold, Director
Real Estate & Rights of Way Dept.
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Sir:

In connection with your new lease, you will
note the enclosed bill covers the period
August 14, 1973 through December 31, 1973.

Future bills will be rendered on a quarterly
basis beginning January 1st, 1974.

Very truly yours,

N.S. Babcock

Asst. Secretary & Auditor

NSB:nb

cc; Mr. G. E. Grogan

Enclo.

RECORDED RIGHT OF WAY NO. 28779

*This copy to be filed with agreement dated 8-14-73
RR No A-1461*

A-1461

AGREEMENT

MEMORANDUM OF AGREEMENT, made and entered into this 14th day of AUGUST, A.D. 1973, between DETROIT TERMINAL RAILROAD COMPANY, a corporation organized and existing under and by virtue of the railroad laws of the State of Michigan, hereinafter called the RAILROAD COMPANY, party of the first part, and THE DETROIT EDISON COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, authorized to do business in the State of Michigan, hereinafter called the EDISON COMPANY, party of the second part,

WITNESSETH THAT:

WHEREAS, the EDISON COMPANY desires to place, maintain and use underground conduits for the transmission of electric current across the right-of-way and property of the RAILROAD COMPANY, at a point south of East Warren Avenue and west of Conner Lane extended, in the City of Detroit, Michigan, as shown by red lines on EDISON COMPANY'S plan U3-5-8484B, attached hereto and made a part hereof; and,

WHEREAS, the RAILROAD COMPANY is willing to grant permission to the EDISON COMPANY to place, maintain and use said underground conduits upon certain terms, conditions and limitations;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, promises and agreements herein made, it is agreed as follows:

- (1) That the RAILROAD COMPANY hereby licenses and permits the EDISON COMPANY, to place, maintain and use, across the RAILROAD COMPANY'S right-of-way 8 - 5/8" O.D. pipe containing one 120 KV cable and two 18-duct (5" fiber) conduit runs occupied with five 40 KV cables each and a future occupancy of 4800-volt and 13,200-volt cables in the location shown on the aforementioned plan.

RECORDED RIGHT OF WAY NO. 28779

(2) Said conduits shall be laid, and shall thereafter be maintained, renewed and repaired by the EDISON COMPANY at its sole cost and expense, to the satisfaction of the Chief Engineer of the RAILROAD COMPANY, and shall be provided with such appliances and devices for safety as are usual and proper in such cases, and as may be required by law, by the Chief Engineer of the RAILROAD COMPANY, the Michigan Public Service Commission, or other competent public authority having jurisdiction in the premises.

(3) All construction, repair, and maintenance work herein undertaken, expressly or impliedly, by the EDISON COMPANY shall be done to the satisfaction of the Chief Engineer of the RAILROAD COMPANY, and the EDISON COMPANY shall pay to the RAILROAD COMPANY upon presentation of proper bills the entire cost and expense incurred by the RAILROAD COMPANY on account of the construction, maintaining, renewing, repairing or using of said conduits, or the removal of same from right-of-way and premises of the RAILROAD COMPANY.

(4) The RAILROAD COMPANY shall at all times have the full, free and unobstructed use of its track or tracks now or hereafter installed, and of its right-of-way and property, over said conduits to the same extent as if said conduits had not been constructed.

(5) If the RAILROAD COMPANY shall at any time desire to change the grade of its track or tracks or right-of-way, or shall be required to do so by any competent public authority, or shall require the full use of its property and right-of-way below the surface of the land as well as above, the EDISON COMPANY shall, at its own expense, remove, reconstruct or make such changes in said conduits as may be necessary to accommodate the needs of the RAILROAD COMPANY.

(6) The EDISON COMPANY assumes all liability for all loss, damage or injury to persons or property, which may result from, or be claimed to have resulted from, any cause whatsoever in connection with the permit

RECORDED RIGHT OF WAY NO 28779

herein given, or arising from the placing, maintaining, repairing, using or removing of said conduits, and will indemnify and save the RAILROAD COMPANY harmless from any and all responsibility and liability so assumed or incurred by the EDISON COMPANY and from all costs and expenses arising from, accruing out of or in any manner attributable to the permission given, whether caused by negligence of said EDISON COMPANY, its agents, servants, officers and employees, or otherwise, expressly including therein any sum or sums of money paid or any liability assumed or incurred under any present or future "Employers' Liability Act" or "Workmen's Compensation Act," so-called, of the State or of the United States.

(7) In the event of the default of the EDISON COMPANY to do any of the work herein provided by it to be performed, the RAILROAD COMPANY may at its option do such work and said EDISON COMPANY hereby covenants and agrees to pay to said RAILROAD COMPANY the entire cost and expense thereof upon presentation of bills therefor.

(8) The EDISON COMPANY shall pay to the RAILROAD COMPANY the sum of Two Thousand (\$2,000.00) per annum in advance, payable quarterly, during the term and continuance of this permission, as rental for the use of that part of the RAILROAD COMPANY'S right-of-way and property as hereinbefore described, to the extent mentioned.

(9) This permit shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto, and shall continue in force until terminated by either party giving to the other not less than Twelve (12) months notice in writing; and said EDISON COMPANY hereby agrees that on or before the termination hereof, it shall remove said conduits from the premises and right-of-way of said RAILROAD COMPANY and restore the same to their former condition.

RECORDED RIGHT OF WAY NO. 28779

IN WITNESS WHEREOF, the parties hereto have caused this permit to be duly executed, in duplicate, on their respective behalf, as of the day and year first above written.

DETROIT TERMINAL RAILROAD COMPANY

By *A. R. Jones*
General Manager

THE DETROIT EDISON COMPANY

Chd Hazel L. Brandon
APPROVED AS TO FORM
LAW DEPARTMENT
Beagen 8-9-73

By *W. C. Arnold*
W. C. ARNOLD, DIRECTOR
Real Estate and Rights of Way Dept.

RECORDED RIGHTS OF WAY NO. 28779

Detroit
Edison

REAL ESTATE AND RIGHTS OF WAY DEPARTMENT

Date: *November 16, 1977*

To: Elaine Ryan
Records Center
130 General Offices

From: DOREEN M. MCLAIN

Subject: Additional Papers for
Records Center File

Attached is/are *Detroit Terminal Railroad*
03-5-8484B to be added to Records Center file

28779

RECORDED INDEX OF WAX NO.

28779

APPLICATION FOR RIGHT OF WAY

DE FORM MS 80, 6-58

Mack
75-505
RECEIVED

MAR 23 1973

R/E & R/W DEPT.

PLEASE SECURE RIGHT OF WAY AS FOLLOWS:

LOCATION Detroit Terminal Railroad property, south of

E. Warren, west of Conner Lane, extended

CITY OR VILLAGE Detroit

TOWNSHIP _____ COUNTY Wayne

DATE BY WHICH RIGHT OF WAY IS WANTED 6-1-73

THIS R/W IS _____ % OF TOTAL PROJECT NO. _____ ACCUM. _____ %.

DATE _____

APPLICATION NO. _____

DEPT. ORDER NO. _____

O. F. W. NO. _____

BUDGET ITEM NO. _____

INQUIRY NO. _____

JOINT RIGHT OF WAY REQUIRED YES NO

NOTE: Identify on print or sketch the subdivisions as to section location and liber and page.

KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED Agreement with the Detroit Terminal Railroad with rights of ingress and egress to construct and maintain an 8-5/8" O.D. pipeline and 2 - 18 duct conduit runs, as per Drawing U3-5-8484B.

PURPOSE OF RIGHT OF WAY To provide a 120KV tie between Mack and Caniff Stations and to provide 40KV feeds to Substations. The 8-5/8" O.D. pipe will house 1 - 120KV cable. At present, conduit runs will house 10 - 40KV cables and in the future will house 12 - 4.8KV and 13.2KV distribution cables.

SIGNED Louis P. Belletini
L. P. Belletini, Supervisor
Layout Group Transmission & Distribution
OFFICE DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

Permission granted by Detroit Terminal Railroad per their Agreement dated August 14, 1973 in accordance with Drawing U3-5-8484B. Agreement filed

in Records Center under "Recorded Rights of Way." (Right of Way Number to be assigned)

PERMITS IN GENERAL FILES _____ R/W DEPT. FILE _____ GRANTOR _____

NO. OF PERMITS _____ NO. OF STRUCTURES _____ NO. OF MILES _____ PERMITS TO MBT _____

DATE August 20, 1973 SIGNED W. C. Arnold

W. C. Arnold, Director
Real Estate and Rights of Way Dept.

HLB

RECORDED RIGHTS OF WAY NO. 28776

RECEIVED

DETROIT TERMINAL RAILROAD COMPANY AUG 20 1973

A-3250

JLL
E. & R/W DEPT.

N. S. BABCOCK
ASSISTANT SECRETARY AND AUDITOR

August 16, 1973

17541 MOUND ROAD
DETROIT, MICHIGAN 48212

Mr. W. C. Arnold, Director
Real Estate & Rights of Way Dept.
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Sir:

In connection with your new lease, you will
note the enclosed bill covers the period
August 14, 1973 through December 31, 1973.

Future bills will be rendered on a quarterly
basis beginning January 1st, 1974.

Very truly yours,

N. S. Babcock
Asst. Secretary & Auditor

NSB:nb

cc: Mr. G. E. Grogan

Enclo.

*Original to Records Center with Agreement RR No. A1461
dated 8-14-73*

*copy to all copies with bill
(no B/W number as signed as yet.)*

*8-20-73
526*

RECORDED FROM THE MAIL ROOM
28779

DETROIT TERMINAL RAILROAD COMPANY

17541 MOUND ROAD • DETROIT, MICHIGAN 48212

August 14, 1973

RECEIVED

AUG 16 1973

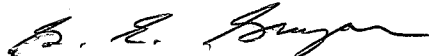
R/E & R/W DEPT.

Mr. W. C. Arnold, Director
Real Estate and Rights of Way Dept.
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Sir:

I have enclosed a fully executed copy of the License Agreement covering work shown on your Plan U3-5-8484B.

Yours very truly,



G. E. Grogan
Chief Engineer

/am

RECORDED INDEXED OR FILE NO. 28999

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

August 13, 1973

Railroad File No. _____

Mr. G. E. Grogan, Chief Engineer
Detroit Terminal Railroad Company
17541 Mound Road
Detroit, Michigan 48212

Dear Mr. Grogan:

We are returning agreement/~~permit~~ in duplicate, covering our facilities
across and under your
~~existing tracks and/or~~ right of way as shown on our Plan **U3-5-8484B**

and located as follows:

South of East Warren and West of Conner Lane extended.

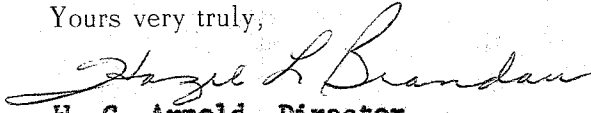
City/~~Village~~ **Detroit** Township, _____

County **Wayne**. The agreement/~~permit~~ has been signed for

our Company.

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

Yours very truly,


W. C. Arnold, Director
Real Estate and Rights of Way Dept.

HLB
Att.

RECORDED RIGHT OF WAY NO. 28999

April 19, 1973

Mr. G. E. Grogan, Chief Engineer
Detroit Terminal Railroad Company
17541 Mound Road
Detroit, Michigan 48212

Dear Mr. Grogan:

We refer to our letter of March 30, 1973, concerning proposed conduit installation on your right of way South of East Warren, in the City of Detroit, as shown on our Drawing U3-5-8484B.

We have received your License Agreement in duplicate and would like to hold this in abeyance until the status of other pending right of way on this job has been cleared.

Yours very truly,

ORIGINAL SIGNED BY

W. C. Arnold, Director
Real Estate and Rights of Way Dept.

HLB

cc: Mr. C. R. Frew
General Manager

W.C.A. signed

T. Blaszew Handling P.P. right of way

*8/2 Execute Agreement - all
panels secure per R. Bass
and Warren Howard, System Engineer*

DETROIT TERMINAL RAILROAD COMPANY

17541 MOUND ROAD

DETROIT, MICHIGAN 48212

April 17, 1973

RECEIVED

APR 18 1973

JLB
R/E & R/W DEPT:

Mr. W. C. Arnold, Director Real Estate &
Rights of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Sir:

Please refer to your March 30th letter concerning a proposed
conduit installation on our right-of-way south of East Warren.

I have enclosed an original and one copy of a license agreement
which, when executed, will permit your company to proceed with
the work. Please sign on behalf of the Edison Company and return
both to me for similar action by our management. When completed
a fully executed copy will be returned for your records.

Yours truly,

G. E. Grogan

G. E. Grogan
Chief Engineer

GEG:o

cc: Mr. C. R. Frew

*Good Annual Rental - Payable quarterly
This got tied up with private
property got being handled
by Tom Blundell. If PP not available,
T+D may require add'l RR occupancy
T+D not ready to use. Hold until PP [unclear]*

RECORDED RIGHT OF WAY NO. 28799

March 30, 1973

Mr. C. R. Frew, General Manager
Detroit Terminal Railroad Company
17541 Mound Road
Detroit, Michigan 48212

Dear Mr. Frew:

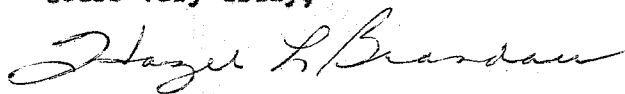
We request your permission to install 8-5/8" O.D. pipe containing One 120 KV cable and Two 18-duct (5" Fiber) conduit runs occupied with Five 40 KV cables each and a future occupancy of 4800-volt and 13,200-volt cables on your property South of East Warren and West of Conner Lane extended, in the City of Detroit, Wayne County, Michigan. The installation will be made by open trenching at a minimum depth of 4 feet. This is to provide a tie between our Mack and Caniff Stations and feeds to substations.

Attached are three copies of our Drawing U3-5-8484B, showing construction details and location of the installation.

The underground cable referred to as R/W File 13537 on the enclosed drawing which runs along and adjacent to the area of the proposed installation is covered by your Agreement dated April 1, 1950.

Will you kindly grant us your permission for this proposed installation.

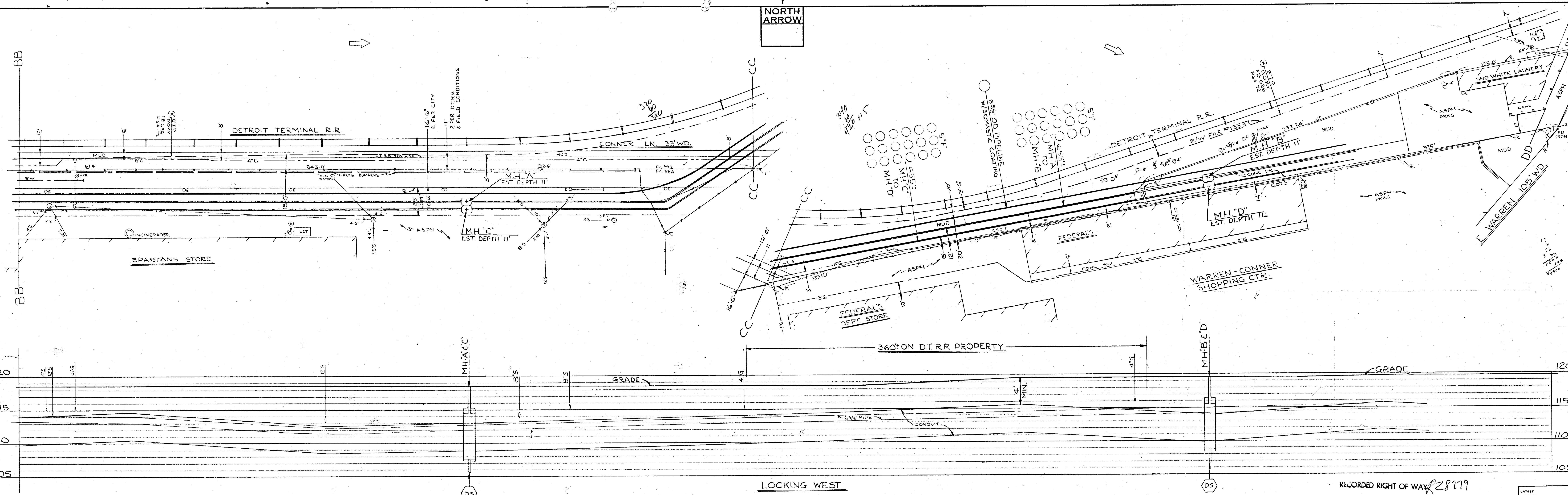
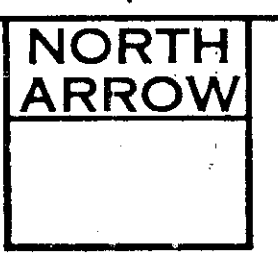
Yours very truly,



W. G. Arnold, Director
Real Estate and Rights of Way Dept.

HLB
Encl.

RECORDED RIGHT OF WAY NO. 28779



D REVISION				C REVISION				B REVISION				A REVISION				OTHER APPROVAL		NAME		DATE		STATION MACK		THE DETROIT EDISON COMPANY	
MADE BY	CHK BY	APPROVED	APPROVED	MADE BY	CHK BY	APPROVED	APPROVED	MADE BY	CHK BY	APPROVED	APPROVED	MADE BY	CHK BY	APPROVED	APPROVED	DRAWN BY	R CRYSLER	3-2073	8 5/8 OD PIPE W/SOMASTIC COATING (120KV MACK-CANIFF PIPELINE)	SCALE	1" = 30'	LAYOUT JOB NO	75-505		
																CHECKED BY		2-5" CONDUIT RUNS & MANHOLES	PROFILE HORIZONTAL	1" = 30'	ORDER FOR WORK	3FABC8/ACI			
																APPROVED BY		PRIVATE PROPERTY - S OF E. WARREN AT CONNER LN. & THE DETROIT TERMINAL R.R.	VERTICAL	1" = 5'	DRAWING NUMBER	U3-5-8484B			
																REFERENCE		CITY OF DETROIT	WAYNE CO.		SHEET	2	OF	SHEET	

RECORDED RIGHT OF WAY NO. 28779