

DETROIT TERMINAL RAILROAD COMPANY

C. R. FREW
GENERAL MANAGER

March 13, 1978

1741 MOUND ROAD
DETROIT, MICHIGAN 48212

Mr. John Haddow, Public Agency Coordinator
Real Estate and Rights of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Haddow:

This letter will confirm meeting on March 13, 1978 to resolve amount of increases the Detroit Terminal Railroad will apply effective 1/1/78 to the various license and/or lease agreements with the Detroit Edison Company. Agreement was reached as follows:

1. License and/or Lease Agreements No. 1144, 1172, 1212, 1297, 1331, 1460, 1469 and 1451 will be consolidated into one annual bill to be rendered on January 1st to cover for that calendar year.
2. License and/or Lease Agreements No. 318 and 1461 will remain on quarterly basis.
3. Lease agreement 1461 covering use of our right-of-way property in the vicinity of East Warren and Conner Lane, Detroit, Michigan, for three power line conduits for annual payment of \$2,000 will not be increased until January 1, 1981. Effective January 1, 1981, an appropriate increase can be implemented.
4. Lease Agreement 1144 has been appropriately adjusted due to Detroit Terminal Railroad sale of property in Highland Park, Michigan, which resulted in decrease of twenty (20) poles at \$1.00 per pole. Proposed increase was from \$150 to \$200 and accordingly reduced to \$180 per year.
5. Following is the agreed upon annual rate for each license and/or agreement effective January 1, 1978:

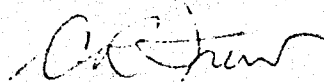
RECORDED
RIGHT OF WAY NO.

29322

<u>Lease No.</u>	<u>Prior Rate</u>	<u>Rate Eff. 1/1/78</u>	<u>Remarks</u>
318	\$2,000	\$2,640	Bill quarterly
✓1461	\$2,000	\$2,000	Bill quarterly
✓1144	\$ 150	\$ 180	Consolidate-1 Bill
✓1172	\$ 150	\$ 200	" " "
✓1212	\$ 150	\$ 200	" " "
✓1297	\$ 150	\$ 200	" " "
✓1331	\$1,100	\$1,450	" " "
✓1460	\$ 150	\$ 200	" " "
✓1469	\$ 500	\$ 660	" " "
✓1451	\$ 120	\$ 150	" " "

Billing retroactive to January 1, 1978, in accordance with above provisions will be prepared and forwarded.

Very truly yours,



General Manager

CRP/kg

cc: Mr. N. S. Babcock
Auditor

RECORDED RIGHT OF WAY NO.

29922

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*
U3-5-8532/D to be added to Records Center file

29222

29222

INTERDEPARTMENT CORRESPONDENCE

May 9, 1974

TO RECORDS CENTER:

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

Detroit Terminal Railroad Company

Facilities Covered:

Two 8-5/8" pipes, each pipe containing One 120,000-volt Circuit, and End Extensions of Three 4" Stainless Steel Tubes.

Specific Location:

In Railroad right of way East of Mt. Elliott, from a point on the Railroad's West right of way line North of Lynch Road, curving to the South to Lynch Road North property Line (35 linear feet); thence from Lynch Road South property line to Chrysler-owned Potheads a distance of (1) 45 feet and (2) 85 feet.

R. R. Valuation Station _____ Mile Post _____

City/~~Wings~~ Detroit Township _____

County Wayne Detroit Edison Plan No. U3-5-8532/D Dated 9-14-73

Agreement/~~Permit~~ Date May 15, 1974 R. R. Plan No. Used DE Plan Dated 10-11-73

Preparation Fee _____ Annual Rental \$500.00

Supersedes and Cancels Agreement dated _____

Attached Agreement is to be made a part of R/W _____

REFERRED
HLB
Att.
WTC 9/11/74

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

ACCORDS DEPT.
9/9/74
AL

Hamtramck Twp
Sec. 16, SW 1/4, S 1/2 of

RECORDS CENTER
RECEIVED MAY 29 1974
TICKLER MADE
CLASSIFIED
Recorded Right of Way #29222

Robert R. Tewksbury
Robert R. Tewksbury, Project Administrator
Real Estate and Rights of Way Department

RECORDED RIGHT OF WAY NO. 29222

REQUEST FOR CHECK

DE FORM TR 3 3-69

THE DETROIT EDISON COMPANY

INVOICE NO. **N^o 89853**

PAY TO (NAME AND ADDRESS INCL ZIP CODE)
Detroit Terminal Railroad Company
17541 Mound Road
Detroit, Michigan 48212

DATE OF REQUEST
May 9, 1974
 REQUESTED CHECK DATE
May 13, 1974
 CONTRACT NO.

STATE WHAT PAYMENT IS FOR (ATTACH COPY IF REQUIRED BY PAYEE)
Annual Rental from May 15, 1974, for Underground Facilities on Railroad right of way North and South of Lynch Road, East of Mt. Elliott, City of Detroit, in accordance with Agreement dated May 15, 1974.

(PLEASE PLACE WORDING ON VOUCHER STUB)

Place this Copy in Records Center with Agreement

VENDOR CODE	
TAX CODE	USE/SALES TAX OR F/A
DISC CODE	CASH DISCOUNT AMT.
FREIGHT	ADD'L CHG
ADDITIONAL CHARGE AMT	AUDITED

ACCOUNT NAME	ITEM	WORK ORDER	AMOUNT
	01	767 AC 641	\$500.00
	02		
	03		
	04		
		TOTAL AMOUNT	\$500.00

PREPARED BY **H. L. Brandau** APPROVED _____

APPROVED FOR PAYMENT **W. C. Arnold** AUDITED _____

RECORDED RIGHT OF WAY NO. 29222

CHECK TO BE MAILED SEND CHECK TO **W. C. Arnold, 434 Walker Cislser Bldg.**

LICENSE AGREEMENT

MEMORANDUM OF AGREEMENT, made and entered into this
15th day of MAY, A.D. 1974, 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 LICENSEE, party of the second part.

WITNESSETH THAT:

WHEREAS, the LICENSEE desire to place, maintain and use
underground facilities for the transmission of electric current across the
right-of-way and property of the RAILROAD COMPANY, at points north of and south
of Lynch Road, in the City of Detroit, County of Wayne, State of Michigan, as
shown on LICENSEE'S plan U3-5-8532D, dated 9-14-73, marked "Revised", attached
hereto and made a part hereof, and as shown in red on the RAILROAD COMPANY'S
Drawing dated 10/11/73, labeled "Underground Facilities at Lynch Road", also
attached hereto and made a part hereof; and,

WHEREAS, the RAILROAD COMPANY is willing to grant permission
to the LICENSEE to place, maintain and use said underground ^{FACILITIES} ~~facility~~ upon
certain terms, conditions and limitations, and not otherwise;

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
LICENSEE, upon the terms and conditions and subject to the limitations here-
inafter set forth, and not otherwise, to place, maintain, and use two under-

RECORDED RIGHT OF WAY NO. 29822

ground conduits, each 8-5/8" in diameter, each to contain one 120,000-Volt line, each to be at a minimum depth of three feet six inches (3'-6") below the existing surface of the ground, with the first of said underground conduits to occupy a longitudinal distance of approximately 25 feet north of Lynch Road and 45 feet south of Lynch Road, with the second of said underground conduits to occupy a longitudinal distance of approximately 20 feet north of Lynch Road and 85 feet south of Lynch Road, in the City of Detroit, County of Wayne, State of Michigan; said underground conduits being more particularly located and described on the plans attached hereto and made a part hereof, and said underground conduits hereinafter referred to as said facilities.

2. That the LICENSEE shall have the right of ingress and egress over the RAILROAD COMPANY'S premises and right-of-way herein referred to for all reasonable purposes in connection with the construction, use, maintenance, renewal, or removal of said facilities.

3. That said portion of right-of-way and premises shall be used by the LICENSEE for no other purpose than that reasonably incident to the construction, use, maintenance, renewal, or removal of said facilities.

W. C. A. C. A. P.
4. That the LICENSEE shall pay to the RAILROAD COMPANY the sum of Five Hundred Dollars (\$500.00) ~~Two thousand Dollars (\$2,000.00)~~ per annum in advance 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.

5. That the LICENSEE shall pay to the RAILROAD COMPANY, in addition to the aforesaid annual rental, any and all taxes, duties and assessments (except special assessments imposed as a result of benefits derived from public improvements), which may, during the continuance of this agreement, be charged, assessed or imposed on said right-of-way and premises by reason of any improvements, regardless of their nature, which may be placed or permitted thereon or therethrough by the LICENSEE, or

RECORDED RIGHT OF WAY NO. 29222

which may be charged, assessed or imposed on such improvements; and, if said right-of-way, and premises are not taxed separately, but as a part of a larger tract ^{or} of parcel, or in connection therewith, then the LICENSEE shall pay a reasonable and equitable portion, as fixed and determined by the RAILROAD COMPANY, of the taxes upon the whole part or parcel due to such improvements of the LICENSEE.

6. That said facilities shall be constructed, and shall thereafter be maintained, renewed and repaired by the LICENSEE at its sole cost and expense, to the satisfaction of the Chief Engineer of the RAILROAD COMPANY, and said facilities 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 or claiming jurisdiction in the premises.

7. That all construction, repair, and maintenance work herein undertaken, expressly or impliedly, by the LICENSEE shall be done to the satisfaction of the Chief Engineer of the RAILROAD COMPANY, and shall not at any time interfere with, or in any way hinder, the operation and use by the RAILROAD COMPANY of its right-of-way and premises and its tracks thereon, and the LICENSEE 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, maintenance, renewal, repair, or use of said facilities, or the removal of same from right-of-way and premises of the RAILROAD COMPANY, including the cost of the checking of plans and the wages of inspectors or watchmen which, in the judgment of the Chief Engineer of the RAILROAD COMPANY, may be required, in connection with the construction, maintenance, use, repair, renewal or removal of said facilities, for the proper and safe protection of the property, traffic and business of the RAILROAD COMPANY.

RECORDED RIGHT OF WAY NO. 29222

8. That, 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 LICENSEE shall, at its own expense, remove, reconstruct or make such changes in said facilities as may be necessary to accommodate the desires or needs of the RAILROAD COMPANY.

9. That, if the construction, placement, use, maintenance, repair, renewal or removal of said facilities of the LICENSEE shall make it necessary, in the opinion of the Chief Engineer of the RAILROAD COMPANY, to make alterations, changes, or relocations in the present or any subsequently constructed facilities of the RAILROAD COMPANY, the LICENSEE shall, at its sole cost and expense, within thirty (30) days after notice to it by said Chief Engineer of the RAILROAD COMPANY so to do, proceed to make such alterations, changes or relocations in the RAILROAD COMPANY'S facilities, and to prosecute said work diligently to completion; or, the RAILROAD COMPANY, at its option, on notice to the LICENSEE, may perform such work, and the LICENSEE, upon presentation of bills therefor, shall pay the entire cost and expense incurred by the RAILROAD COMPANY in the performance of such work.

10. That, during the continuance of this agreement, the LICENSEE will pay, satisfy and discharge all claims or liens for material and labor, or either of them, used or employed by the LICENSEE in the construction, maintenance, repair, renewal or removal of any facilities located upon, under or through the above described right-of-way and premises, whether said facilities shall, under the terms of this agreement, be the property of the RAILROAD COMPANY or of the LICENSEE; and the LICENSEE will indemnify and save harmless the RAILROAD COMPANY from all such claims liens or demands whatsoever.

11. In the event of the default of the LICENSEE 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 LICENSEE hereby covenants and agrees to pay to the RAILROAD COMPANY the entire cost and expense thereof upon presentation of bills therefor.

12. That, notwithstanding anything herein to the contrary contained, the RAILROAD COMPANY shall, at all times, have the full, free and unobstructed use of its right-of-way and premises over said facilities, and of the tracks now or hereafter constructed thereon, to the same extent as if said facilities had not been constructed.

13. That the LICENSEE assumes all risk of and liability for loss, damage or injury to any property which it may, at any time throughout the continuance of this agreement, place upon the RAILROAD COMPANY'S right-of-way and premises, or authorize, permit or suffer to be so placed, in connection with the LICENSEE'S use of said facilities, by reason of fire, whether due to any act or acts negligent or otherwise, of the RAILROAD COMPANY or of the LICENSEE, or of their respective officers, agents or employees; and the LICENSEE releases, and agrees to indemnify and save harmless, the RAILROAD COMPANY, its successors and assigns, from all claims demands and actions whatsoever by reason of any such loss, damage or injury; and that, in respect of all loss of or damage to property, and injury to or death of person, caused, other than by fire, by or in connection with the construction, placement, use, maintenance, repair, renewal, or removal of said facilities by the LICENSEE, its officers, agents, employees or invitees, or caused by, or arising or resulting from, or claimed to be resulting from, the construction, placement, use, maintenance, repair, renewal, or removal of said facilities, or fault or defect in, said facilities, or the failure or collapse of, or damage to, said facilities, as the result of any operation or act of the RAILROAD COMPANY, or arising from the failure of the LICENSEE properly to maintain, repair or renew said facilities, or otherwise in connection with said facilities, the LICENSEE shall indemnify and save harmless the RAILROAD COMPANY, its successors and assigns, from all such loss, damage, injury or death, and claims, demands, suits, judgments, costs and expenses arising therefrom, accruing out of or in any manner attributable to the permission herein given, whether caused by the negligence of said LICENSEE, its agents, servants, officers and employees, or otherwise, expressly including

RECORDED RIGHT OF WAY NO. 29222

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, provided however, that the LICENSEE shall not be liable, under any of the provisions of this paragraph, for the results of the gross negligence or the willful or wanton misconduct of the RAILROAD COMPANY, its officers, agents or employees.

14. That it is understood by the RAILROAD COMPANY that said facilities are part of a larger project which, after enabling agreements acceptable to the RAILROAD COMPANY are executed by or in behalf of the Chrysler Corporation, will include the placement of three cable towers on RAILROAD COMPANY'S right-of-way in proximity to said facilities, and it is understood by the LICENSEE that one of the stipulations which the RAILROAD COMPANY intends to enumerate in a future enabling agreement the subject matter of which will be said cable towers shall be the provision that no portion of any of said cable towers shall be closer than 8'-6" from the centerline of an abandoned portion of trackage south of Lynch Road and shown in red on the RAILROAD COMPANY'S drawing hereinbefore mentioned.

15. That this agreement shall terminate twelve (12) months after written notice by either party to the other to that effect, except that whatever liability may have accrued to either party as against the other, prior to the date of termination hereof, shall continue and remain in force; and, upon the expiration of said twelve (12) months, after service of such notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and, prior thereto, the LICENSEE shall remove its facilities from the right-of-way and premises of the RAILROAD COMPANY, and restore said right-of-way and premises to their former condition or, on the failure of the LICENSEE to do so, the RAILROAD COMPANY may remove said facilities at the expense of the LICENSEE, which expense the latter hereby expressly agrees to pay on demand.

RECORDED RIGHT OF WAY NO. 28222

16. That this agreement shall be deemed as personal to the LICENSEE, and the LICENSEE hereby accepts the permission herein granted on the terms and conditions, and subject to the limitations, hereinbefore set forth, which terms, conditions and limitations it agrees to keep, abide by and perform.

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

DETROIT TERMINAL RAILROAD COMPANY

BY *[Signature]*

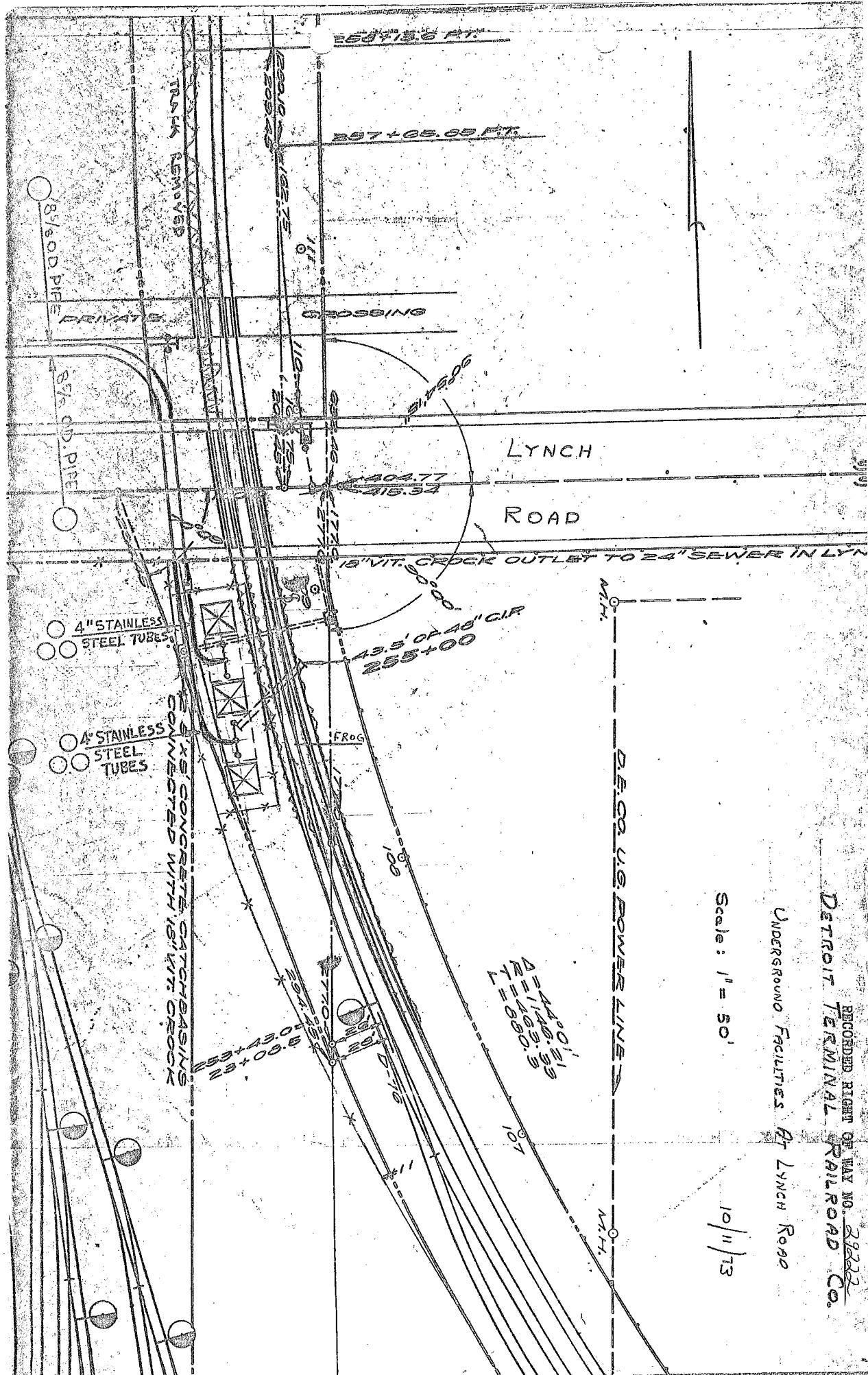
THE DETROIT EDISON COMPANY

By *W. C. Arnold*

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

APPROVED AS TO FORM 5-3-74 DATE
LEGAL DEPARTMENT *[Signature]*

RECORDED RIGHT OF WAY NO. 29222



RECORDED RIGHT OF WAY NO. 29222
 DETROIT TERMINAL RAILROAD CO.

UNDERGROUND FACILITIES AT LYNCH ROAD

Scale: 1" = 50'

10/11/73

44°01'19"
 Δ = 148°3'3"
 R = 5800.3
 V

D.E. OR U.S. POWER LINE

8 1/2" O.D. PIPE

8 1/2" O.D. PIPE

4" STAINLESS STEEL TUBES

4" STAINLESS STEEL TUBES

6" X 6" CONCRETE CATCH BASINS CONNECTED WITH 18" VIT. CROCK

255+13.6 FT.

257+65.65 FT.

LYNCH ROAD

18" VIT. CROCK OUTLET TO 24" SEWER IN LYNCH ROAD

43.5' OF 48" C.I.P.
 255+00

FROG

253+43.0
 253+00.8
 270.58
 270.58

RECEIVED

Caniff
74-529

JUL 23 1973

PLEASE SECURE RIGHT OF WAY AS FOLLOWS:

R/E & R/W DEPT

DATE 7-20-73

LOCATION Detroit Terminal Railroad at Lynch Rd.

APPLICATION NO. _____

CITY OR VILLAGE Detroit

DEPT. ORDER NO. _____

TOWNSHIP _____ COUNTY Wayne

O. F. W. NO. _____

DATE BY WHICH RIGHT OF WAY IS WANTED October 1, 1973

BUDGET ITEM NO. _____

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

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 To install and maintain two 8-5/8" pipelines and 4 stainless steel tubes to a cable tower. Each pipe will contain a 120KV circuit. See Drawing U3-5-8532D for construction details.

PURPOSE OF RIGHT OF WAY To provide two 120KV feeds from Caniff Station to the Chrysler Corp.

NOTE: Chrysler Corp. is to obtain permit and install cable tower. Coordinate permit request with that of Chrysler Corp. Contact Mr. Ray Williams, Industrial Marketing, Ext. 77773 and Mr. Robert Dalley of Chrysler Corp. (956-2122).

SIGNED

Louis P. Belletini
L. P. Belletini, Supervisor

Layout Group
OFFICE

Transmission & Distribution
DEPARTMENT

REPORT OF REAL ESTATE AND RIGHTS OF WAY DEPT.

Permission granted by Detroit Terminal Railroad to install above underground facilities North and South of Lynch Road in accordance with Drawing U3-5-8532D as revised 9-14-73. Agreement in Records Center.

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

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

DATE 5-9-74 SIGNED _____

Robert R. Tewksbury, Project Administrator
Real Estate and Rights of Way Department

DETROIT TERMINAL RAILROAD COMPANY

17541 MOUND ROAD

• DETROIT, MICHIGAN 48212

May 8, 1974

RECEIVED

MAY 9 1974

R/E & R/W DEPT.

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

Dear Mr. Arnold:

I have enclosed a fully executed copy of the new license agreement covering facilities at Lynch Road.

May we have your check for \$500?

Yours truly,



G. E. Grogan
Chief Engineer

GEG:o

cc: Mr. C. R. Frew

RECEIVED
MAY 9 1974
R/E & R/W DEPT.

29222

May 2, 1974

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

Dear Mr. Grogan:

We have had previous correspondence and discussion with you concerning a proposed License Agreement permitting our use of portions of your right of way north and south of Lynch Road, east of Mt. Elliott, in the City of Detroit, for an underground conduit installation to connect with Chrysler Corporation facilities on your right of way to provide electric service to their plant in the vicinity.

We are now attaching Agreement in duplicate, executed by Detroit Edison, in which we have changed the annual rental to \$500.00. We have initialed the change and request that you also initial the change. We very much appreciate your cooperation in this respect.

Will you kindly return an executed copy of this agreement to us for our records.

Yours very truly,



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

HLB
Att.

Mailed 5-6-74

RECORDED RIGHT OF WAY NO. 28932

Date: November 30, 1973

To: Mr. Raymond F. Williams, Industrial Engineer
Customer and Marketing Services Dept.

From: Mr. W. C. Arnold, Director
Real Estate and Rights of Way Department

This will confirm our discussion yesterday at which time you requested us to proceed to complete the Agreement with the Detroit Terminal Railroad Company for longitudinal occupancy of underground facilities to serve the Chrysler Corporation plant near Lynch and Mount Elliott Roads.

The Railroad proposes to charge an annual rental fee of \$1,500.00, which can be regarded as nothing other than extortion. The present value of the property occupied is approximately that amount which the Railroad requires as an annual rental payment. It is our understanding that the annual rental charges will be borne by the Chrysler Corporation; and if this is not the case, please advise immediately.

If the charges were to be borne by Edison, we would strongly consider the possibility of condemning for the right to occupy the Railroad right of way. So, it is only on the assumption that Chrysler will bear these charges that we are completing the Agreement. We would be very pleased to cooperate in any way possible with Chrysler Corporation in attempting to have the Detroit Terminal Railroad Company assess a more reasonable rental fee. Chrysler should be reminded that this Agreement only gives us permit rights. We can be required to relocate this line upon thirty days' notice.

WGA/HLB

cc: Mr. L. Balletini
Mr. R. W. Lundgren
Mr. J. C. Wetzel

RECORDED RIGHT OF WAY NO. 292222

Detroit Terminal Chrysler Project.

11-5-73

Mr Arnold advised
Mr Gray of Detroit Terminal
that this project is being
renewed for renewal in
view of indefinite status of
Chrysler's request to Detroit
Terminal add a possible
change. Mr Arnold is considering
Chrysler's responsibility for
application for total installation
with DC as contractor.

There will be some
discussions with R. Williams
and Chrysler.

Check Plans Control & ST
Files in Pending folders

**Detroit
Edison**

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

October 19, 1973

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

Dear Mr. Grogan:

This is in regard to the proposed License Agreement permitting our use of portions of your right of way north and south of Lynch Road, east of Mt. Elliott for an underground conduit installation.

We request that your proposed basis of charge, \$2,000 annual rental for the privilege of occupying about 120 lineal feet of railroad right of way be reconsidered. This amount certainly seems excessive and not indicative of value of land occupied. We would appreciate your granting permission for us to proceed with construction while the level of annual rental is being further considered. Please call me after you have reviewed this so we may work toward an agreement.

Very truly yours,



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

WCA:hb

cc: H. L. Brandau ✓
R. F. Williams

RECORDED
INDEXED
292222

DETROIT TERMINAL RAILROAD COMPANY

17541 MOUND ROAD • DETROIT, MICHIGAN 48212

October 12, 1973

RECEIVED

OCT 18 1973

R/E & R/W DEPT.

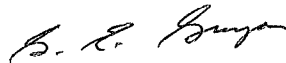
Mr. W. C. Arnold, Director
Real Estate and Rights of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Arnold:

I have enclosed a proposed License Agreement which, when executed, will permit your company to use portions of our right-of-way north and south of Lynch Road, east of Mt. Elliott, for an underground installation of conduits.

Please arrange to attach a copy of your revised drawing U3-⁵85320 to the duplicate of the Agreement, arrange for appropriate signature, and return both copies to me for completions by our management, following which a fully executed copy will be returned for your records.

Yours truly,



G. E. Grogan
Chief Engineer

GEG:o

cc: Mr. C. R. Frew

RECORDED RIGHTS OF WAY NO. 29222

October 2, 1973

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

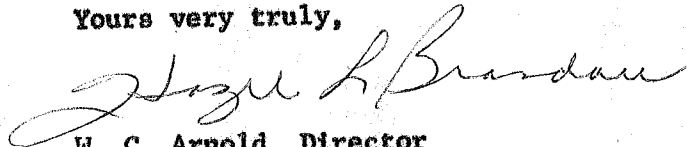
Dear Mr. Grogan:

Attached is your Valuation Map on which we have placed our underground facilities at a point North of Lynch Road and South of Lynch Road, East of Mt. Elliott, in the City of Detroit, in accordance with our Drawing U3-5-8532D.

Our underground installation has been colored red, as opposed to the cable towers and potheads to be installed by Chrysler. Our Layout Engineer has noted in red the trackage status in this area.

We hope with this information, you will be able to finalize your agreement coverage.

Yours very truly,



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

HLB
Att.

RECORDED RIGHT OF WAY NO. 292222

DETROIT TERMINAL RAILROAD COMPANY

17541 MOUND ROAD

DETROIT, MICHIGAN 48212

September 26, 1973

RECEIVED

SEP 27 1973

R/E & R/W DEPT.

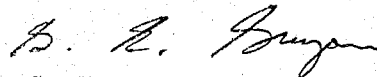
Mr. W. C. Arnold, Director
Real Estate & Right of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Sir:

Please refer to your September 17th letter and drawing concerning proposed new underground facilities near Lynch Road east of Mt. Elliott.

I have enclosed a portion of one of our Valuation Maps which shows the area involved. Please transfer the location information from U3-5-8532D onto our print and return to me for subsequent inclusion of both plan and print in an enabling agreement.

Yours truly,



G. E. Grogan
Chief Engineer

GEG:o

cc: Mr. C. R. Frew

Bob Burtwell:

Will you please do the requested and return to me for transmittal to Detroit Terminal.

Thanks!

Hazel Brandau
9-27-73

HAZEL

ENCLOSED IS THE RAILROAD PRINT MARKED TO SHOW OUR PROPOSED EQUIPMENT. WE HAD TO UPDATE THE RAILROAD PRINT IN SO FAR AS TRACK REMOVALS ^{WHERE} NOT SHOWN.

B. Burtwell

RECORDED RIGHT OF WAY NO.

29222

E.&D. LAYOUT-

12

28 SEP 73 8:28

DETROIT TERMINAL RAILROAD COMPANY

17541 MOUND ROAD • DETROIT, MICHIGAN 48212

September 26, 1973

RECEIVED

SEP 27 1973

R/E & R/W DEPT.

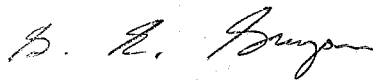
Mr. W. G. Arnold, Director
Real Estate & Right of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Sir:

Please refer to your September 17th letter and drawing concerning proposed new underground facilities near Lynch Road east of Mt. Elliott.

I have enclosed a portion of one of our Valuation Maps which shows the area involved. Please transfer the location information from U3-5-8532D onto our print and return to me for subsequent inclusion of both plan and print in an enabling agreement.

Yours truly,



G. E. Grogan
Chief Engineer

GEG:o

cc: Mr. C. R. Frew

Bob Burtwell:

Will you please do the requested and return to me for transmittal to Detroit Terminal.

Thanks!

Hazel Brandau
9-27-73

RECORDED RIGHT OF WAY NO. 29222

September 17, 1973

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

Dear Mr. Grogan:

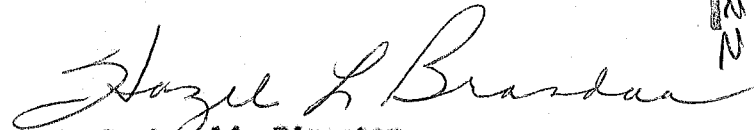
This refers to our letter of July 24, 1973, in which we requested your permission to install certain underground facilities in your right of way north and south of Lynch Road, East of Mt. Elliott, in the City of Detroit, Wayne County, Michigan, as shown on our Drawing U3-5-8532D. This installation is for service to the Chrysler Corporation.

We requested you to hold this letter for a revised plan, pending Chrysler's decision on the installation of the cable tower in the portion south of Lynch Road. We now enclose four copies of our revised Drawing U3-5-8532D dated September 14, 1973, showing the No. 1 and No. 2 120,000-volt lines in the 8-5/8" pipes extending south from Lynch Road a distance of approximately 45 feet and 85 feet respectively to pothead locations.

The three proposed towers and potheads are to be constructed by Chrysler Corporation. They will submit their separate application to you for their portion of the construction.

May we have your approval of this proposed underground installation.

Yours very truly,



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

HLB
Att.

cc: Chrysler Corporation
(Via Raymond Williams of D.E.
Industrial Marketing)
Mr. Raymond Williams

RECORDED
INDEXED
29232

July 24, 1973

*8-7-73
Requested
Mr. Grogan to
forward needed
receipt of Permission*

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

Dear Mr. Frew:

We request your permission to install and maintain two 8-5/8" pipes and end extensions of three 4" stainless steel tubes, each pipe containing one 120,000-volt circuit, from a point on your west right of way line, north of Lynch Road, curving to the south to Lynch Road north property line (approximately 35 linear feet), thence on your right of way from Lynch Road south property line to a cable tower located 45 feet south of Lynch Road, all east of Mt. Elliott, in the City of Detroit, Wayne County, Michigan. This is to provide 120,000-volt feeds from our Caniff Station to Chrysler Corporation.

Installation will be done by open trench at an average depth from grade of approximately 10 feet. The cable tower is being installed by Chrysler Corporation and they will be contacting you for permission to locate this tower on your right of way.

We are attaching four copies of our Drawing U3-5-8532D, showing location and construction details.

May we have your approval of this proposed installation.

Yours very truly,

Hazel L. Brandau

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

HLS
Att.

cc: Chrysler Corporation
(Via Mr. Raymond Williams of
D.E. Co. Industrial Marketing)

Mr. Ray Williams

*Ray Williams of Marketing took
drawing (Pls. to remove at tower)*

RECORDED INDEX OF WAY NO. 292222

CHRYSLER CORP

LYNCH RD 66 WD

NORTH
ARROW

CURVE DATA

MH #17739

EST DEPTH 100

STA 040

CURVE DATA

R=100
T=112
A
PT=LL

LINE #1
4 55 TUBES
TRIFURCATOR TO
ROTHHEAD

(1) (2)

LINE #2
4 55 TUBES
TRIFURCATOR TO
ROTHHEAD

(1) (2)

CANIFF TOWERS &
ROTHHEAD PLATFORMS
BY CHRYSLER CORP

DETROIT
T.E.R.R.

SECTION 'A-A'

SECTION 'B-B'

CANIFF HUBER #1

X	66	12
Y	66	12
Z	66	12

CANIFF HUBER #2

X	52	12
Y	46	12
Z	52	12

RECORDED RIGHT OF WAY

29222

APPROVED FOR PERMITS ONLY
2-18-79 REVISED

CANIFF HUBER #1 & #2
20KY FEEDS TO CHRYSLER CORP

REVISION	REVISION	REVISION	REVISION	OTHER APPROVAL
D	C	B	A	

DESIGNED BY	R. CRYSLER	DATE	7-16-78
CHECKED BY			
APPROVED BY			

STATION CANIFF HUBER
LYNCH RD, E OF MT ELLIOTT TO
DETROIT TERMINAL R.R.
INSTALL 2-8 3/4" OD PIPELINES
WITH SOMASTIC COATING
CITY OF DETROIT WAYNE CO

SCALE	1" = 30'	PROJECT NO.	74-529
DATE	7-30	DRAWN BY	3FG 982/U01
CHECKED BY			
APPROVED BY			
PROJECT NO.	U3-5-8532-D	SHEET	4 OF 4 SHEETS

RECORDED RIGHT OF WAY NO. 29222