

RAILROAD RIGHT OF WAY

**DOCUMENT(S) WILL BE SCANNED
AT A LATER TIME**

RECORDED RIGHT OF WAY NO. 230096 P15

TO BE ATTACHED TO AND MADE A PART OF THE FOLLOWING AGREEMENT BETWEEN THE DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY AND BUCKEYE PIPE LINE COMPANY, TO WIT:

An Agreement dated November 27, 1972, copy of which is attached hereto and made a part hereof.

FOR VALUE RECEIVED, Buckeye Pipe Line Company, hereby assigns and transfers the above Agreement to The Detroit Edison Company, effective SEPT. 4, 1975.

Dated 2-1-77

Witnesses:
Robert J. Rippon

BUCKEYE PIPE LINE COMPANY

[Signature]
Title Senior Vice President

Detroit, Toledo and Ironton Railroad Company, hereby consents to the transfer of the above-mentioned agreement in consideration of The Detroit Edison Company agreeing to keep and perform all of the terms, conditions and provisions set forth therein. Except for all liabilities and obligations occurring prior to the effective date of the assignment, the undersign does hereby release Buckeye Pipe Line Company from all covenants and contracts required to be kept and performed in said agreement.

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

Dated 4-4-77

Witnesses:
[Signature]
[Signature]

By R. P. Wallace
R. P. Wallace, Chief Engineer

The Detroit Edison Company, a New York corporation, hereby accepts the assignment of the above-mentioned Agreement and binds itself to the performance of the terms, conditions and provisions set forth therein, effective SEPT. 4, 1975.

THE DETROIT EDISON COMPANY

Dated MARCH 9, 1977

Witnesses:
John A. Haddow
JOHN A. HADDOW
Dorothy E. Monk
DOROTHY E. MONK

[Signature]
Title ROBERT R. TEWKSBURY, DIRECTOR
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 30096 full mt. 15

Detroit, Toledo and Ironton Railroad Company

BOX 530, ONE PARKLANE BOULEVARD, DEARBORN, MICHIGAN 48126

April 5, 1977

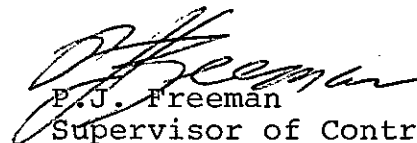
Mr. G.W. Flariada
Pipeline Modification Coordinator
Buckeye Pipeline Company
100 Buckeye Road
P.O. Box 368
Emmaus, Pennsylvania 18049

Mr. Robert A. Tewksbury
Project Administrator
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Gentlemen:

Enclosed for your file is executed copy of assignment agreement covering pipeline crossing dated Nov. 27, 1972 from Buckeye Pipeline Company to Detroit Edison Company.

Yours very truly,


P.J. Freeman
Supervisor of Contracts
Real Estate

PJF/sp/4/36

RECEIVED

APR 6 1977

REAL ESTATE &
RIGHTS OF WAY
DEPARTMENT

TO JAN

4.6.77

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RECORDED RIGHT OF WAY NO.

30096

page 15

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.

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

Witness:

[Signature]

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

BY [Signature]
Assistant Vice President-Chief Engineer

Witness:

E. J. Conley

BUCKEYE PIPE LINE COMPANY

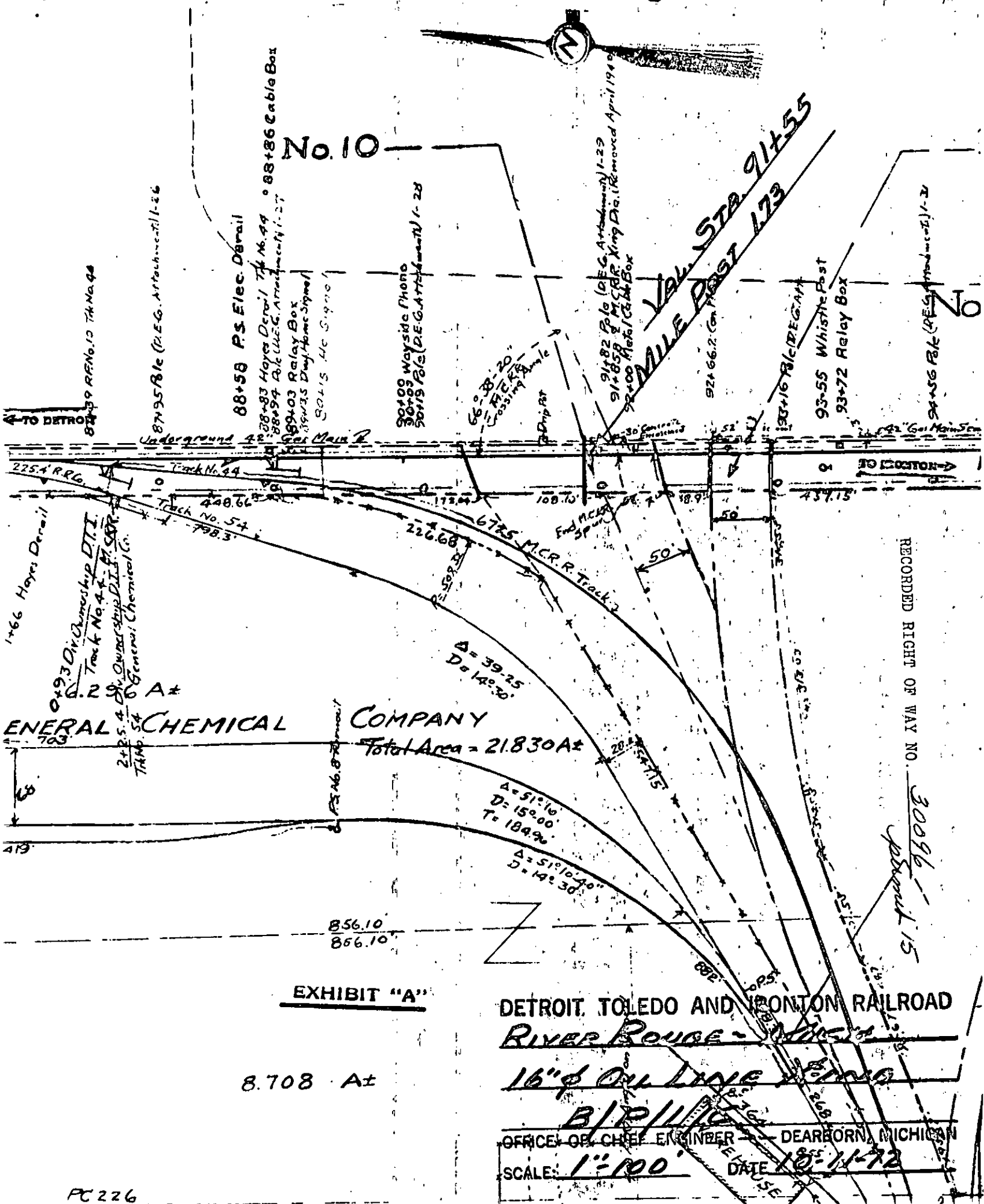
BY [Signature]
TITLE Manager - R/W Acquisition & Claims

RECORDED RIGHT OF WAY NO. 30096 page 15

APPROVED
[Signature]

57

MARKED



No. 10

VALLEY STA. 91+55
MILE POST 123

88+58 P.S. Elec. Derrail

90+00 Wayside Phono
90+15 Pole (P.E.G. Attachment) 1-28

91+82 Pole (P.E.G. Attachment) 1-29
91+85 Pole (P.E.G. Attachment) 1-29
92+00 Pole (P.E.G. Attachment) 1-29

93+55 Whistle Post
93+72 Relay Box

87+99 RENO. 13 TAN. 44
87+95 Pole (P.E.G. Attachment) 1-26

1+66 Hayes Derrail
0+93.00 Overlap DTI
Track No. 4
2+25.4 General Chemical Co.
TAN. 54

GENERAL CHEMICAL COMPANY
Total Area = 21.830 A±

EXHIBIT "A"

8.708 A±

DETROIT, TOLEDO AND CLEVELAND RAILROAD
RIVER ROUTE

16" OIL LINE

OFFICE OF CHIEF ENGINEER - DEARBORN, MICHIGAN

SCALE: 1" = 100' DATE: 10-11-72

RECORDED RIGHT OF WAY NO. 30096

Sheet 15

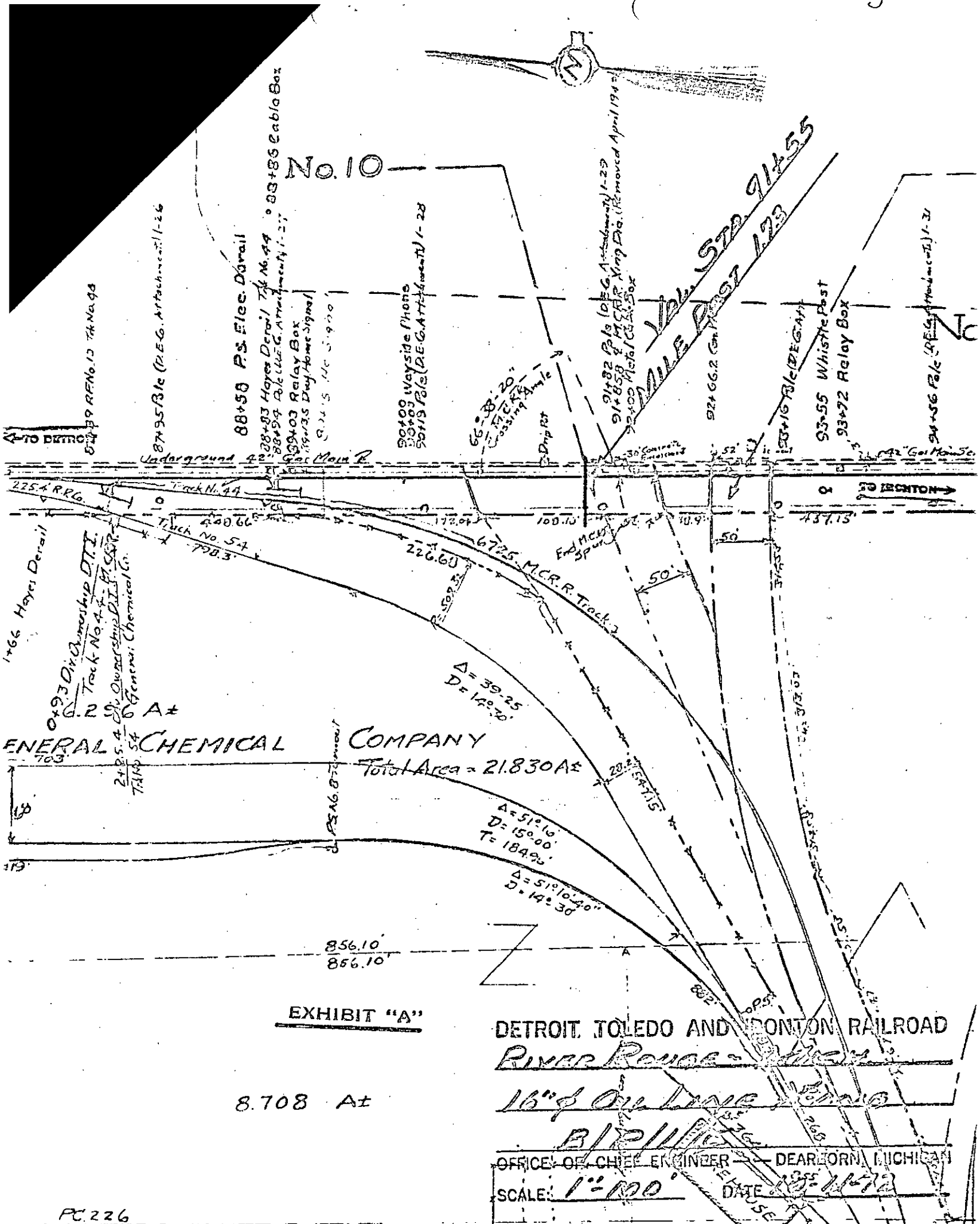


EXHIBIT "A"

8.708 A±

DETROIT, TOLEDO AND CANTON RAILROAD

River Rouge - Station

16" & Over Line

DEARBORN, MICHIGAN

OFFICE OF CHIEF ENGINEER

SCALE: 1" = 100'

DATE: 10-1-1912

RECORDED RIGHT OF WAY NO. 30096-
permit 15

**Detroit
Edison**

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

March 4, 1977

Mr. G. W. Florida ✓
Pipe Line Modification Coordinator
Buckeye Pipe Line Co.
100 Buckeye Road
P. O. Box 368
Emmaus, Pennsylvania 18049

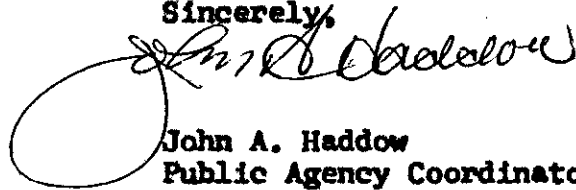
Subject: Assignment of Agreement dated
November 27, 1972

Dear Mr. Florida:

Per your letter of January 10, 1977, enclosed are three
copies of the assignment.

After execution, please return a fully executed copy
for our file.

Sincerely,



John A. Haddow
Public Agency Coordinator

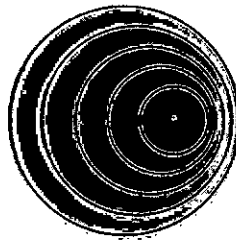
JAH/dem

Enclosure

RECEIVED BY MR. HADDOW

30096

forward 15



RECEIVED

BUCKEYE PIPE LINE COMPANY

JAN 12 1977
REAL ESTATE &
RIGHTS OF WAY
DEPARTMENT

January 10, 1977

Mr. Robert A. Tewksbury
Project Administrator
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Tewksbury:

With reference to the assignment of an agreement, dated November 27, 1972, between the DT&I and Buckeye covering a 16" pipeline crossing from Buckeye Pipe Line Company to the Detroit Edison Company, please arrange for execution, by The Detroit Edison Company, of the enclosed three copies of a proposed assignment. After execution, please forward to:

Mr. P. J. Freeman
Supervisor of Contracts & Real Estate
Detroit, Toledo & Ironton Railroad Co.
One Parklane Boulevard
Dearborn, Michigan 48126

After final execution, a copy shall be forwarded to both Buckeye and Detroit Edison.

Very truly yours,

G. W. Florida
Pipeline Modification Coordinator

GWF:eg
Enclosures

cc: Mr. P. J. Freeman

RECORDED RIGHT OF WAY NO.

30096

Journal 15

**Detroit
Edison**

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

July 29, 1976

**Buckeye Pipe Line Company
Drawer B
Lima, Ohio 45802**

Attention: Mr. J. F. Reed

Dear Mr. Reed:

In November 1972 your company acquired a Pipe Line, Drain and Wire Line Agreement from the Detroit Toledo & Ironton Railroad. The agreement was for a petroleum pipe line you built for The Detroit Edison Company from the Marathon Refinery in Melvindale, Michigan to Edison's Power Plant in River Rouge, Michigan. A copy of the agreement is attached.

I understand your company has transferred the ownership of the pipe line along with all rights and obligations to Detroit Edison.

Detroit Toledo & Ironton Railroad Company requires a request from Buckeye before it will transfer the rights in the Pipe Line, Drain and Wire Line Agreement from Buckeye to Edison.

Please send a letter of request to the Detroit Toledo & Ironton Railroad Company asking that the Pipe Line, Drain and Wire Line Agreement be transferred from Buckeye Pipe Line Company to The Detroit Edison Company. I would like to receive a copy.

Please call me on AC 313 237-8309 if you have any questions.

Thanks for your cooperation.

Sincerely,



Robert R. Tewksbury
Project Administrator

RRT:man

Enclosure

79631
1700 CROSS ST
DETROIT MI 48226

WHAT IS
THIS
DATE
SENT 11/15/75
see letter
Aug 15, 1975

RECORDED
INDEXED
SERIALIZED

HUGHES 12000
40095

**Detroit
Edison**

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

June 25, 1976

File L-4437

Mr. L. W. Haydon
Assistant Chief Engineer -
Administration and Structures
Detroit, Toledo and Ironton Railroad
One Parklane Boulevard
Dearborn, Michigan 48126

Dear Mr. Haydon:

On November 27, 1972, your company granted a Pipe Line, Drain and Wire Line Agreement to the Buckeye Pipe Line Company to install a 16-inch pipe encased in a 20-inch pipe across your property in the City of River Rouge, Wayne County, at Valuation Station 91 + 55, Mile Post 1.73. Buckeye Pipe Line Company was acting as agent for The Detroit Edison Company. Enclosed is a copy of the agreement you granted to Buckeye.

Please reissue the Pipe Line, Drain and Wire Line Agreement naming The Detroit Edison Company as the Licensee.

Sincerely,

RRT/dem

Robert R. Tewksbury
Project Administrator

RRT/dem

Enclosure

RECORDED & INDEXED
30096 pumut 15

Detroit
Edison

John A. Haddow 7-8314
WCB
FYI
Dick Lambert

Date: August 15, 1975

To: Officers, Managers, and Department Heads

From: Charles M. Heidel *cmh*
Executive Vice President-Divisions

Walter J. McCarthy, Jr.
Executive Vice President-Operations *WJMc*

Subject: River Rouge Crude Oil Pipeline

Underground Systems, Detroit Division - Division Organization will assume responsibility for operation, maintenance, and surveillance of the crude oil delivery pipeline between River Rouge Power Plant and the Marathon Oil Tank Farm effective September 1, 1975.

Matters concerning the pipeline may be directed to the General Foreman-
Steam, Delray Power Plant, Extension 171-294.

Date: 1st Oil Delivery - APRIL 1973

*Date: Final invoice - AUG. 26, 1975
BUCKEYE PIPELINE CO.
FOR CONSTRUCTION*

Distribution:
Administrative Mailing List
Supervisors and Staff Mailing List

~~RICHARD C. ALSTIN~~
~~0-9-81~~

RECORDED RIGHT OF WAY NO.

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LIMA, OHIO _____ Number 21, 1972 _____ 19 _____

B 15125

60.128
313

AT SIGHT
PAY TO THE ORDER OF Detroit, Toledo and Ironton Railroad Company

(D)

WHOSE ADDRESS IS Dearborn, Michigan \$ 1,035.00

Exactly One Thousand and Thirty Five ----- DOLLARS

PAYABLE
THROUGH

EMMAUS BANK
THE FIRST NATIONAL BANK
OF ALLENTOWN
EMMAUS, PA.

BUCKEYE PIPE LINE CO.

J. Reed
AGENT

FOR In full payment for a pipe line crossing agreement.

city River Rouge STATE OF Michigan COUNTY OF Wayne
TWP.

R/W No. _____

⑆0313⑆0128⑆

⑆0000103500⑆

RECEIVED OCT 2

Detroit, Toledo & Iron
The Arr...

air... company

WE HAVE TH

NOV

1234 AVENUE

October 11, 1972

November 21st, 1972

J. S. DANT, JR.
OFFICE ENGINEER

4437

Mr. J. S. Dant, Jr.
Office Engineer
Detroit, Toledo & Ironton Railroad Company
Mr. L. 13530 Michigan Avenue
Ducker, Dearborn, Michigan 48121
Drawer D
Lira, Dear Mr. Dant: Your File: L-4437

Dear Mr. Brown: Enclosed herewith are two copies of agreement executed on behalf of Buckeye Pipe Line Company for 16" pipe line crossing your land and tracks in City of River Rouge, Michigan.

This also enclosed is our Draft No. B15125 in the amount of \$1,035.00 in full payment for this crossing.

Very truly yours,

(Signed) J. F. REED

J.F. Reed

Manager-R/W Acquisition & Claims

JFR-ETC
Encls.

RECORDED RIGHT OF WAY NO.

30096

prints

RECEIVED OCT 14 1972

Detroit, Toledo and Ironton Railroad Company The Ann Arbor Railroad Company



"WE HAVE THE CONNECTIONS"



13530 MICHIGAN AVENUE, DEARBORN, MICHIGAN 48121

J. S. DANT, JR.
OFFICE ENGINEER

October 11, 1972

A. E. JOHNSON
ENGINEER-CONSTRUCTION

File No. L-4437

Mr. L. J. Brown
Buckeye Pipe Line Company
Drawer B
Lima, Ohio 45802

Dear Mr. Brown:

Please have the proper authority of your company sign both copies of attached agreement and return to me. A fully executed copy will be returned to you.

This office should be notified at least 48 hours before doing any work on Detroit, Toledo and Ironton Railroad property.

Yours truly,

J. S. Dant, Jr.
J. S. Dant, Jr.

JSD/bas

Attachments

cc: R. P. Wallace
H. E. Bass

RECORDED RIGHT OF WAY NO. 30096

plum 15

August 30, 1972

Mr. P. J. Freeman
D. T. & I. Railroad Co.
13530 Michigan Ave.
Dearborn, Michigan 48121

Dear Mr. Freeman:

Buckeye Pipe Line Company, an Ohio Corporation, requests permission to construct, maintain and operate a 16 inch pipe line across railway-owned land in Private Claim 226, City of River Rouge, Wayne Co., Michigan, for a distance of 34 lineal feet in a location as shown on Drawing No. 5807-C, four copies enclosed.

If our request meets with your approval, will you please forward an agreement to cover.

Our scheduled start of construction date is November 1, 1972.

Very truly yours,

LJB

L.J. Bacon
Asst Mgr-R/W Acquisition & Claims

LJB-ETC
Encls.

RECORDED RIGHT OF WAY NO.

30096

Journal 15

DT&I M-207
11-15-71

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY
PIPE LINE, DRAIN AND WIRE LINE AGREEMENT

THIS AGREEMENT, made this 27TH day of November, 1972, by and between DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY, a Delaware corporation, hereinafter called "Railroad Company" and BUCKEYE PIPE LINE COMPANY, Drawer B, Lima, Ohio 45802

hereinafter called "Licensee".

WITNESSETH, that the Railroad Company for and in consideration of the sum of ONE THOUSAND THIRTY FIVE & NO/100 - - - - - Dollars (\$ 1,035.00 - - - - -) to be paid by Licensee, ~~and the Railroad Company~~

~~hereby licenses and permits the Licensee to construct, maintain, use, operate and remove a 16" steel carrier in a 20" steel casing with necessary appurtenances and attachments, for the transportation of petroleum products, all of which is hereinafter referred to as the "Facility" upon and across its land and under its tracks and structures in or near: the City of River Rouge County of Wayne State of Michigan being at Valuation Station 91+55 Mile Post 1.73 as shown on the print of: Railroad & Licensee~~

~~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 16" steel carrier in a 20" steel casing with necessary appurtenances and attachments, for the transportation of petroleum products, all of which is hereinafter referred to as the "Facility" upon and across its land and under its tracks and structures in or near: the City of River Rouge County of Wayne State of Michigan being at Valuation Station 91+55 Mile Post 1.73 as shown on the print of: Railroad & Licensee~~

Marked "A" & "B" attached hereto and made a part hereof, upon the following conditions.

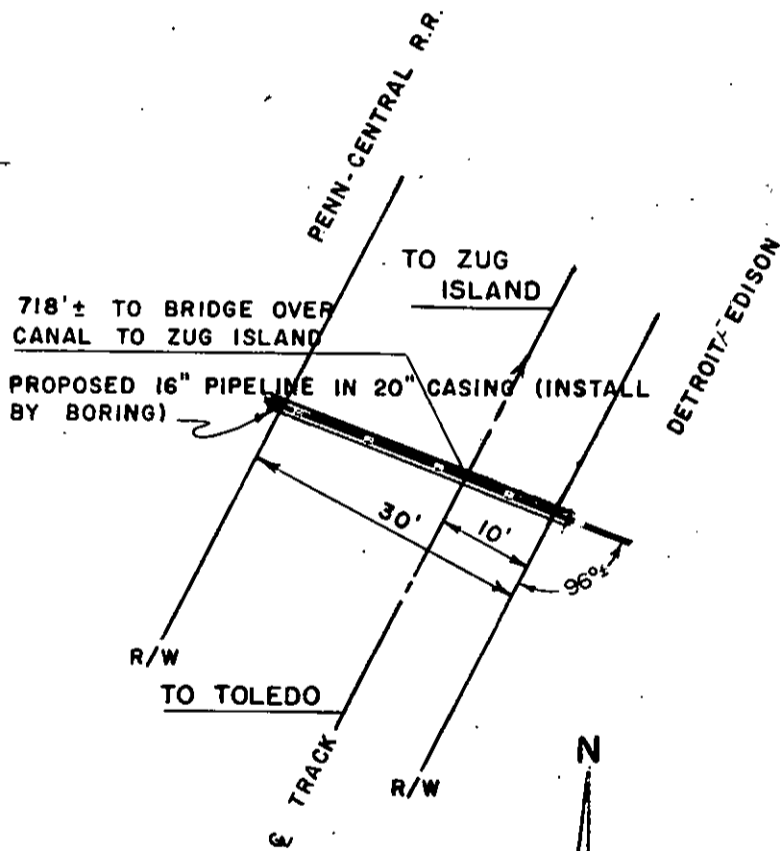
RECORDED RIGHT OF WAY NO. 30096 Final

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

RECORDED RIGHT OF WAY NO. 30096
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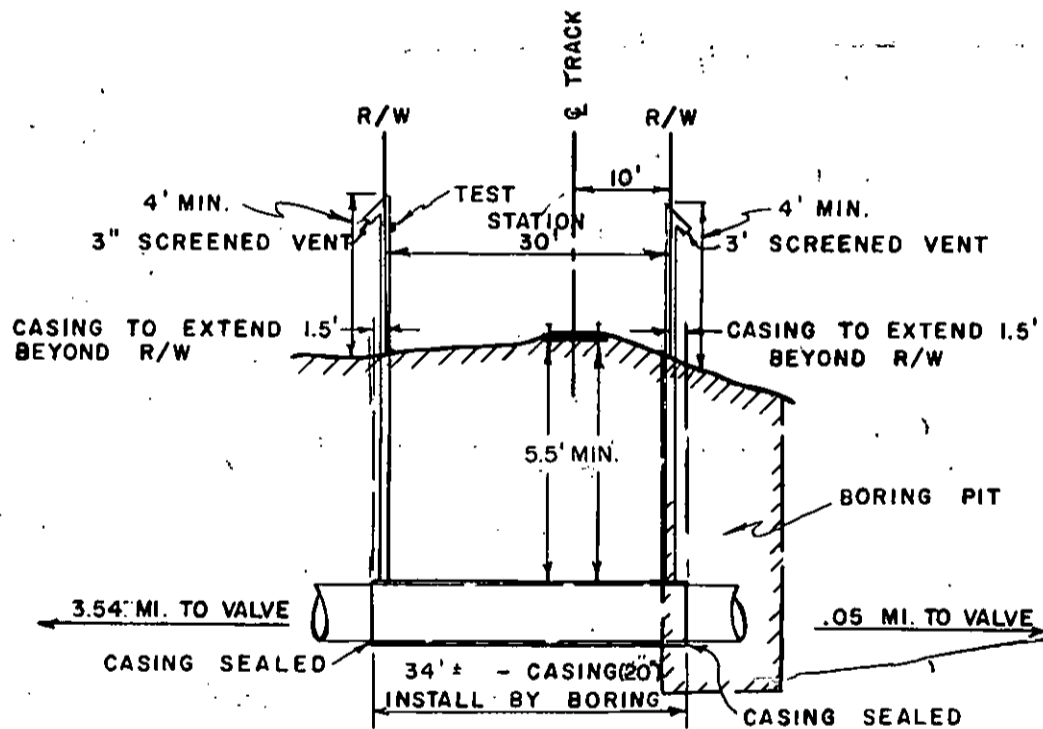


THOMAS L. SHELDON
REG. ENGINEER #19542



D.T. & I. R.R.
PLAN VIEW

SCALE: 1" = 20'



PROFILE

SCALE: HORIZ. 1" = 20'
VERT. 1" = 5'

EXHIBIT "B"

PREPARED BY
SHELDON & ASSOCIATES
LICENSED LAND SURVEYORS

1430 NORTH COLE STREET, LIMA, OHIO PHONE (419) 228-4421

BUCKEYE PIPE LINE COMPANY

PROPOSED 16" PIPE LINE
CROSSING OF D.T. & I. R.R.
IN THE CITY OF RIVER ROUGE,
WAYNE COUNTY, MICHIGAN

| NO. | DESCRIPTION of REVISION | | SPECIFICATIONS | CARRIER PIPE | CASING PIPE | |
|-----|-------------------------|---------|------------------|--------------|-------------|--|
| 1 | CHANGED LOCATION | 8/17/72 | DIAMETER | 16.00" | 20.00" | |
| 2 | | | MATERIAL | STEEL | STEEL | |
| 3 | | | SPEC GRADE | X-52 | B | |
| 4 | | | WALL THICKNESS | .219" | .344" | |
| 5 | | | WEIGHT PER FOOT | 36.87 # | 72.16 # | |
| 6 | | | MAX WORKING PRES | 730 # | — | |
| 7 | | | TEST PRESSURE | 1200 # | — | |
| 8 | | | TYPE OF JOINT | WELDED | WELDED | |

DWN DRF SCALE AS NOTED DATE AUG. 2, 1972
APPROV. *[Signature]* CHK. *[Signature]* NO. 5807 - C

RECORDED RIGHT OF WAY NO. 30096-
permit 15