

RAILROAD RIGHT OF WAY

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

RECORDED RIGHT OF WAY NO. R30096 P16

CONSOLIDATED RAIL CORPORATION

SIX PENN CENTER PLAZA
PHILADELPHIA, PENNSYLVANIA 19104
Telephone: 215-594-1753

00 29 1976

R/E & R/W DEPL

Assistant Vice President -
Contracts
Room 601

October 25, 1976
File: ST-DE-58 (1 & 2) MRL/m

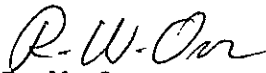
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. Robert A. Tewksbury
Project Administrator

Gentlemen:

Attached, for your records, are fully executed copies of two assignment agreements dated September 10, 1976 between your Company and our Corporation covering assignment of two agreements both dated December 14, 1972 from Buckeye Pipe Line Company to your company.

Very truly yours,


R. W. Orr
Assistant Vice President -
Contracts

RECORDED RIGHT OF WAY NO. 30096 p/6

CONSOLIDATED RAIL CORPORATION

SIX PENN CENTER PLAZA
PHILADELPHIA, PENNSYLVANIA 19104

Telephone: 215-594-1753

R. W. Orr
Assistant Vice President-Contracts
Room 601

September 10, 1976
File: ST-DE-58 (1) MRL/d

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Robert A. Tewksbury
Project Administrator

Gentlemen:

Reference is made to an agreement dated December 14, 1972 Registry Number 174207 between Penn Central Transportation Company and Buckeye Pipe Line Company, covering a 16-inch pipe at Valuation Station 4+70+, River Rouge, Michigan.

It is our understanding that your Company has succeeded Buckeye Pipe Line Company in ownership of the facilities covered by the aforementioned agreement, and in so doing, assumed all liabilities that may have accrued against Buckeye Pipe Line Company under this agreement. Likewise it is agreed that Consolidated Rail Corporation shall enjoy all rights and obligations of Penn Central Transportation Company under said 1972 agreement, except for liabilities, if any, which may have accrued prior to April 1, 1976.

To confirm our understanding, please have these letters signed by an authorized official of your Company as an agreement on your part to be bound by all the terms and conditions of the said agreement of December 14, 1972.

After execution on your part, please return these letters to this office. A fully executed copy will be returned to you in due course for your records.

WITNESS:

M. R. Latch



CONSOLIDATED RAIL CORPORATION

BY R. W. Orr
R. W. Orr, Assistant Vice President -
Contracts

WITNESS:

Robert R. Tewksbury

ROBERT R. TEWKSBURY

THE DETROIT EDISON COMPANY

BY W. C. Arnold
Its

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

TS
10-15-76

RECORDED RIGHT OF WAY NO. 30096 p16

CONSC DATED RAIL CORPO ATION

SIX PENN CENTER PLAZA
PHILADELPHIA, PENNSYLVANIA 19104

Telephone: 215-594-1753

R. W. Orr
Assistant Vice President-Contracts
Room 601

September 10, 1976.
File: ST-DE-58 (2) MRL/d

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Robert R. Tewksbury
Project Administrator
Gentlemen:

Reference is made to an agreement dated December 14, 1972 Registry Number 173854 between Penn Central Transportation Company and Buckeye Pipe Line Company, covering a 16-inch petroleum pipe at Valuation Station 28+25+, River Rouge, Michigan.

It is our understanding that your Company has succeeded Buckeye Pipe Line Company in ownership of the facilities covered by the aforementioned agreement, and in so doing, assumed all liabilities that may have accrued against Buckeye Pipe Line Company under this agreement. Likewise it is agreed that Consolidated Rail Corporation shall enjoy all rights and obligations of Penn Central Transportation Company under said 1972 agreement, except for liabilities, if any, which may have accrued prior to April 1, 1976.

To confirm our understanding, please have these letters signed by an authorized official of your Company as an agreement on your part to be bound by all the terms and conditions of the said agreement of December 14, 1972.

After execution on your part, please return these letters to this office. A fully executed copy will be returned to you in due course for your records.

WITNESS:

CONSOLIDATED RAIL CORPORATION

M.A. Latch

BY R.W. Orr
R. W. Orr, Assistant Vice President -
Contracts

WITNESS:

DETROIT EDISON COMPANY

Robert R. Tewksbury

BY W.C. Arnold

ROBERT R. TEWKSBURY

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

TS
10-15-76

RECORDED RIGHT OF WAY NO. 30056 p14

CONSOLIDATED RAIL CORPORATION

SIX PENN CENTER PLAZA
PHILADELPHIA, PENNSYLVANIA 19104

Telephone: 215-594-1753

R. W. Orr
Assistant Vice President-Contracts
Room 601

September 10, 1976
File: ST-DE-58 (2) MRL/d

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Robert R. Tewksbury
Project Administrator
Gentlemen:

Reference is made to an agreement dated December 14, 1972 Registry Number 173854 between Penn Central Transportation Company and Buckeye Pipe Line Company, covering a 16-inch petroleum pipe at Valuation Station 28+25⁺, River Rouge, Michigan.

It is our understanding that your Company has succeeded Buckeye Pipe Line Company in ownership of the facilities covered by the aforementioned agreement, and in so doing, assumed all liabilities that may have accrued against Buckeye Pipe Line Company under this agreement. Likewise it is agreed that Consolidated Rail Corporation shall enjoy all rights and obligations of Penn Central Transportation Company under said 1972 agreement, except for liabilities, if any, which may have accrued prior to April 1, 1976.

To confirm our understanding, please have these letters signed by an authorized official of your Company as an agreement on your part to be bound by all the terms and conditions of the said agreement of December 14, 1972.

After execution on your part, please return these letters to this office. A fully executed copy will be returned to you in due course for your records.

WITNESS:

CONSOLIDATED RAIL CORPORATION

M. R. Latch

BY R. W. Orr
R. W. Orr, Assistant Vice President
Contracts

WITNESS:

DETROIT EDISON COMPANY

Robert R. Tewksbury

BY W. C. Arnold
Its

ROBERT R. TEWKSBURY

TS
10-15-76

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

RECORDED RIGHT OF WAY NO. 30056 p 14

**Detroit
Edison**

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

June 25, 1976

File B-361

Mr. R. W. Orr
Assistant Vice President - Contracts
Consolidated Rail Corporation
Room 601 - Six Penn Center Plaza
Philadelphia, Pa. 19104

Dear Mr. Orr:

On December 14, 1972, Penn Central Transportation Company granted a License Agreement for Wire, Pipe and Cable across the Marsh Track on the River Rouge Branch at Valuation Station 4 + 70 located in River Rouge, Wayne County, Michigan. 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 License Agreement for Wire, Pipe and Cable naming The Detroit Edison Company as the Licensee.

Sincerely,

RRT/dem

Robert R. Tewksbury
Project Administrator

RRT/dem

Enclosure

RECORDED RIGHT OF WAY NO. 36096 P. 1

CONSO DATED RAIL CORPORATION

SIX PENN CENTER PLAZA
PHILADELPHIA, PENNSYLVANIA 19104

Telephone: 215-594-1753

RECEIVED

SEP 29 1976

R/E & R/W DEPT:

R. W. Orr
Assistant Vice President-Contracts
Room 601

September 10, 1976
File: ST-DE-58 (1) MRL/d

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Robert A. Tewksbury
Project Administrator

Gentlemen:

Reference is made to an agreement dated December 14, 1972 Registry Number 174207 between Penn Central Transportation Company and Buckeye Pipe Line Company, covering a 16-inch pipe at Valuation Station 4+70+, River Rouge, Michigan.

It is our understanding that your Company has succeeded Buckeye Pipe Line Company in ownership of the facilities covered by the aforementioned agreement, and in so doing, assumed all liabilities that may have accrued against Buckeye Pipe Line Company under this agreement. Likewise it is agreed that Consolidated Rail Corporation shall enjoy all rights and obligations of Penn Central Transportation Company under said 1972 agreement, except for liabilities, if any, which may have accrued prior to April 1, 1976.

To confirm our understanding, please have these letters signed by an authorized official of your Company as an agreement on your part to be bound by all the terms and conditions of the said agreement of December 14, 1972.

After execution on your part, please return these letters to this office. A fully executed copy will be returned to you in due course for your records.

WITNESS:



CONSOLIDATED RAIL CORPORATION

M. R. Latch

BY R. W. Orr
R. W. Orr, Assistant Vice President -
Contracts

WITNESS:

THE DETROIT EDISON COMPANY

Robert R. Tewksbury

BY W. C. Arnold
Its

ROBERT R. TEWKSBURY

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

10-15-76

RECORDED RIGHT OF WAY NO. 30096 P/E



PENN CENTRAL 35
RECEIVED 35A
JAN 23 1973
CONTRACT BUREAU
OFFICE OF THE SECRETARY

PENN CENTRAL
PENN CENTRAL TRANSPORTATION COMPANY
Room 601 6 Penn Center Plaza
PHILADELPHIA, PENNSYLVANIA 19104

CHIEF ENGINEER

DATE: Jan. 25, 1973

FILE: B-361

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

ATTENTION: Mr. E. T. Conley

GENTLEMEN:

ATTACHED, FOR YOUR RECORDS, IS FULLY EXECUTED COPY OF AN AGREEMENT BETWEEN
YOUR Company AND OUR COMPANY DATED Dec. 14, 1972, COVERING one (1) 16-inch
steel pipe, encased in a 20-inch steel casing on the Marsh Track on the River
Rouge Branch at V.S. 4+70+, in River Rouge, Michigan.

VERY TRULY YOURS,

J. T. Sullivan
CHIEF ENGINEER

ENCL.

BCC: W. H. Couch: (2)

ATTACHED, FOR FILING, IS FULLY EXECUTED ORIGINAL OF THE ABOVEMENTIONED
AGREEMENT, TOGETHER WITH ADDITIONAL COPIES OF THE LOCATION PLAN.

BCC: J. P. Tarpey
RED-128 ATTACHED.

J.T.S.

BCC: R. C. Lepley (Attn: L. Turner)

CHECK NUMBER B-15259 IN THE AMOUNT OF \$ 120.00 RECEIVED FROM Buckeye
Pipe Line Co. ATTACHED. PLEASE CREDIT J. T. Sullivan CHIEF ENGINEER,
MANAGEMENT CENTER 50010, PURPOSE ACCT. 952, LEDGER ACCT. 201, With \$ 120.00.

J.T.S.

BCC: W. T. Hammond

Prep. Fee - \$120.00 - Ins. \$20.00
Rental - \$120.00

RECORDED RIGHT OF WAY NO. 30096 P/6

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE
TRANSVERSE CROSSINGS AND LONGITUDINAL
OCCUPATIONS

THIS AGREEMENT, made this 14th day of December, 19 72, between George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in reorganization under Section 77 of the Bankruptcy Act _____

part^{ies} of the first part (hereinafter called "Railroad") and BUCKEYE PIPE LINE COMPANY, an Ohio corporation _____

_____, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 16-inch steel petroleum pipe, encased in a 20-inch steel casing, through the lands and under and across the roadway and tracks of the Marsh Track on the River Rouge Branch of Railroad at Valuation Station 28+25+, located in River Rouge, Michigan _____

RECORDED RIGHT OF WAY NO. 30096 p/6

CONSOLIDATED RAIL CORPORATION

SIX PENN CENTER PLAZA
PHILADELPHIA, PENNSYLVANIA 19104

Telephone: 215-594-1753

Agreement

Registry No. 173 854

ITEM "A"

-571980

Assistant Vice President -
Contracts
Room 601

October 25, 1976

File: ST-DE-58 (1 & 2) MRL/m

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. Robert A. Tewksbury
Project Administrator

Gentlemen:

Attached, for your records, are fully executed copies of two assignment agreements dated September 10, 1976 between your Company and our Corporation covering assignment of two agreements both dated December 14, 1972 from Buckeye Pipe Line Company to your company.

Very truly yours,

R. W. Orr
Assistant Vice President -
Contracts

RECORDED RIGHT OF WAY NO.

30076

P/14



RECEIVED JAN 29 1973

PENN CENTRAL TRANSPORTATION COMPANY

GEORGE P. BAKER, RICHARD C. BOND, JERVIS LANGDON, JR., ~~WILLIAM W. WITZ~~ TRUSTEES

CHIEF ENGINEER
ROOM 600
SIX PENN CENTER PLAZA
PHILADELPHIA, PA. 19104

Date: Jan. 25, 1973

File: B-361

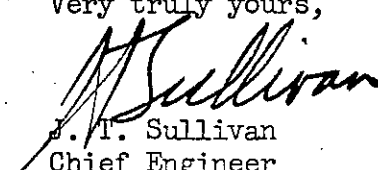
Buckeye Pipe Line Company
Drawer "B"
Lima, Ohio 45802

ATTENTION: Mr. E. T. Conley

Gentlemen:

Attached, for your records, is fully executed copy of an agreement between your Company and our company dated Dec. 14, 1972, covering one (1) 16-inch steel pipe, encased in a 20-inch steel casing on the Marsh Track on the River Rouge Branch at V.S. 4+70 \pm , in River Rouge, Michigan.

Very truly yours,


J. T. Sullivan
Chief Engineer

Encl.

C

RECORDED RIGHT OF WAY NO. 30096 P16

**LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE
TRANSVERSE CROSSINGS AND LONGITUDINAL
OCCUPATIONS**

THIS AGREEMENT, made this 14th day of December, 1972, between George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in reorganization under Section 77 of the Bankruptcy Act _____

_____ parties of the first part (hereinafter called "Railroad") and BUCKEYE PIPE LINE COMPANY, an Ohio corporation _____

_____, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 16-inch steel pipe, encased in a 20-inch steel casing, through the lands and under and across the roadway and tracks of the Marsh Track on the River Rouge Branch of Railroad at Valuation Station 4+70±, located in River Rouge, Michigan _____

RECORDED RIGHT OF WAY NO. 30096 p16

in accordance with construction plans 5802-C, 5653-A submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. RRFileNo. B-361, dated 11-29-72, marked Exhibit "A", attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of One Hundred Twenty Dollars (\$ 120.00) as reimbursement for the costs and expenses incident to the preparation of this Agreement, together with the further sum of One Hundred Twenty Dollars (\$ 120.00) per year as minimum annual rental, which said sum shall be payable annually in advance, commencing as of December 1, 1972.

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

RECORDED RIGHT OF WAY NO.

30094 p 14

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (A) And the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES - - - - - whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.

(B) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. The Licensee shall, at its sole cost and expense, upon request in writing of the Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the

RECORDED RIGHT OF WAY NO. 30090 P14

original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then the said Licensee shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the Railroad as may be required by the said Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad may make such repairs or adjustments or changes in location and provide necessary material therefor.

10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property and right-of-way, and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.

11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

14. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page one without the consent and agreement in writing of the Railroad being first had and obtained.

15. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this agreement and the permission and privilege hereby granted shall absolutely cease and terminate.

16. This Agreement shall take effect as of the first day of December A.D. 19 72.

RECORDED RIGHT OF WAY NO. 30096 P16

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as heretofore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 14 of this Agreement.

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

George P. Baker, Richard C. Bond,
Jervis Langdon, Jr. and Willard Wirtz,
Trustees of the Property of PENN CENTRAL
TRANSPORTATION COMPANY, DEBTOR

WITNESS:

W. P. Wilson

By: J. T. Sullivan
J. T. Sullivan, Chief Engineer

~~WITNESS:~~ WITNESS:

R. W. Maurer
Assistant Secretary

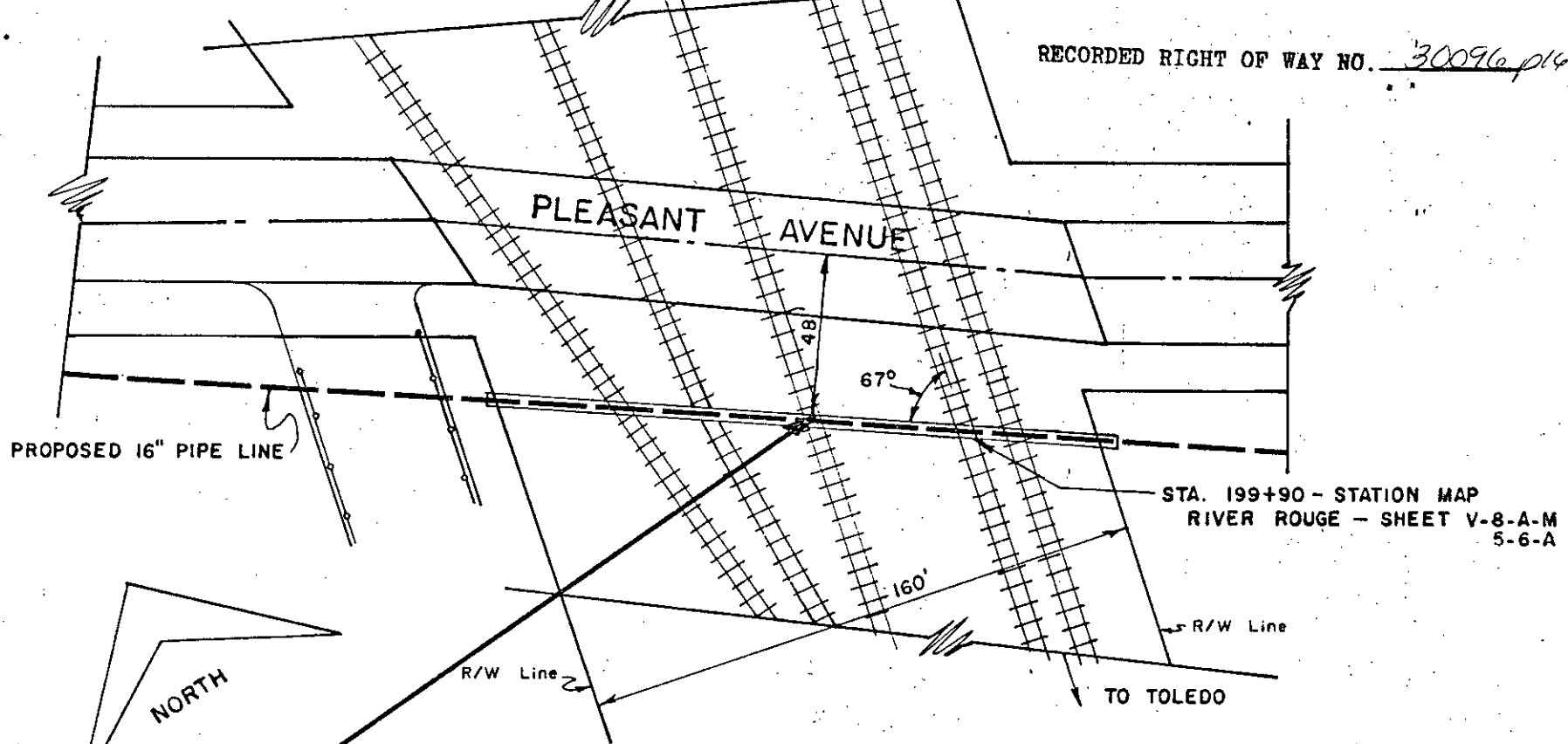
BUCKEYE PIPE LINE COMPANY

By: K. S. Schowaker
Its General Manager-Operations

APPROVED
[Signature]

RECORDED RIGHT OF WAY NO. 30096 P 16

RECORDED RIGHT OF WAY NO. 30096 p14



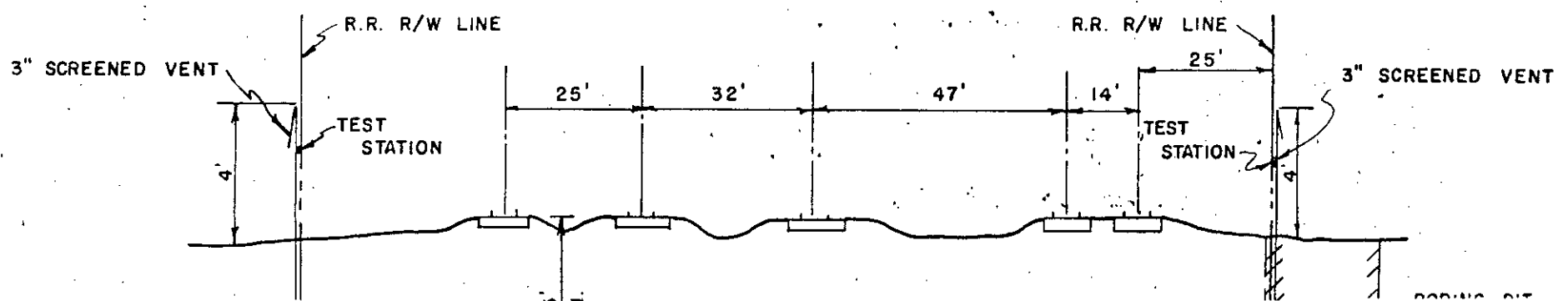
*& CROSSING
VS A+70 ±
IN RIVER ROUGE MICH.*

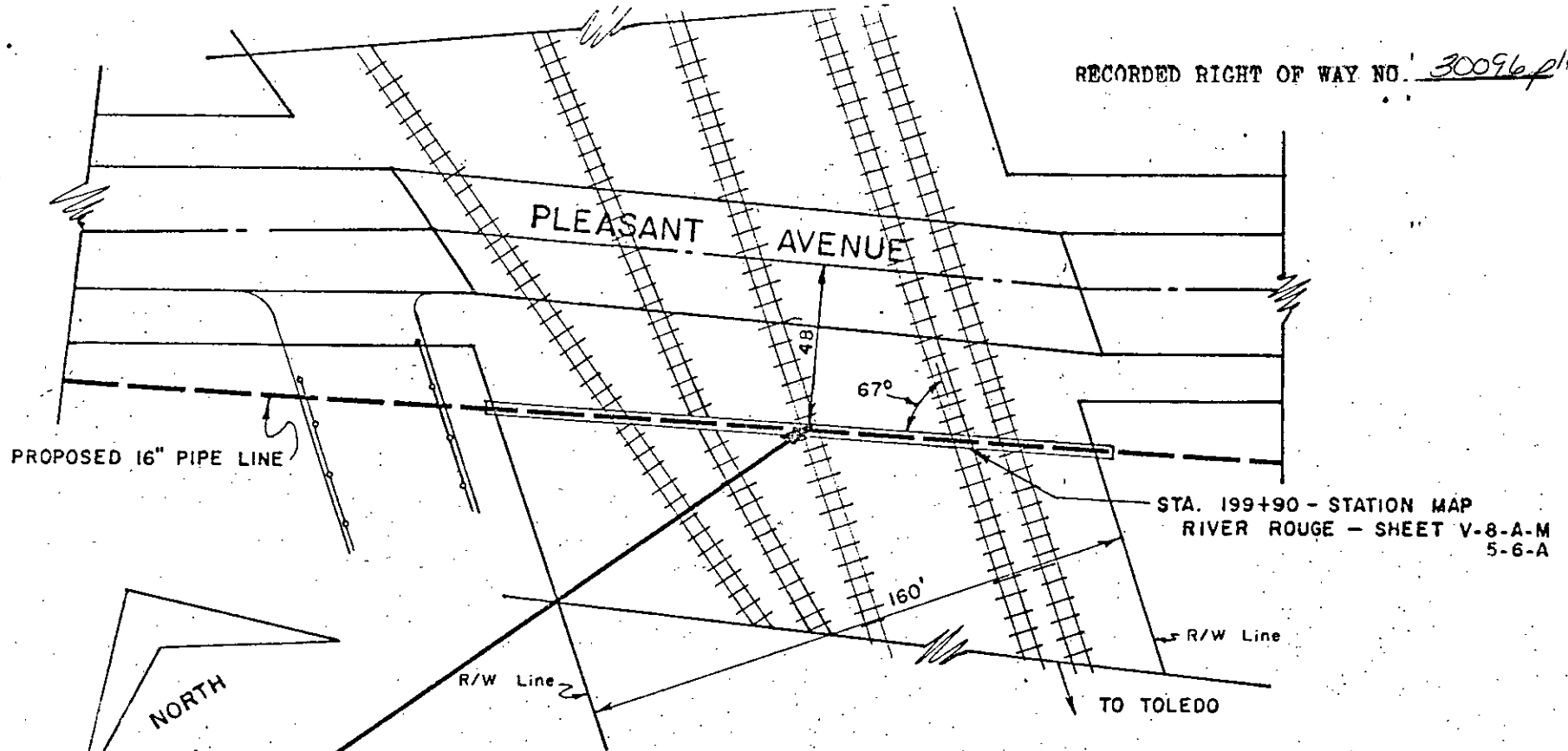
PLAN VIEW
SCALE: 1" = 50'

V-8-A-M
S-6-A

FILE No
RR-B-361

EXHIBIT "A"
11-29-72





*crossing
vs 4+70 ±
in River Rouge Mich.*

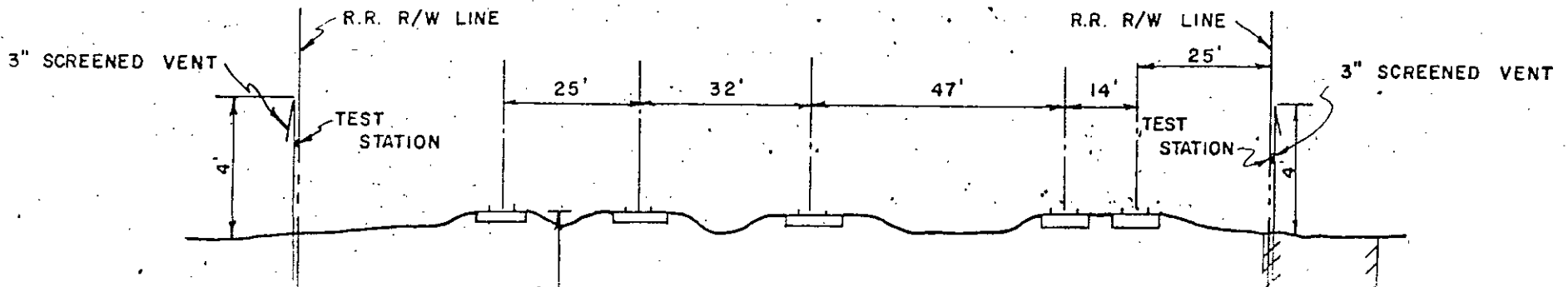
*V 8-A-M
S-6-A*

PLAN VIEW

SCALE: 1" = 50'

*FILE No
RR - B-361*

*EXHIBIT "A"
11-29-72*



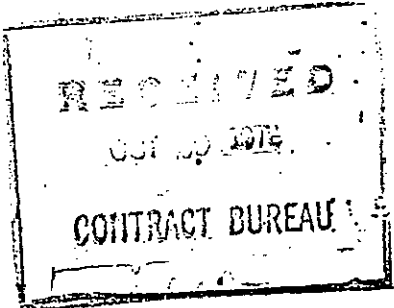
c: J. E. Barton (3)
 Attached, for filing, is fully executed original of the above mentioned agreement,
 together with ~~additional copies of the location plan.~~ *two copies of CL# 174207*
and 173854

c: R. Wyman - RED 106 attached.
 W. P. Wilson PREPARATION FEE \$
 INSURANCE IN FEE \$

RENTAL *Back \$120*
 LUMP SUM

RENT NUMBER						STATE		BRANCH CODE				M.P. LOCATION					AGREEMENT NUMBER										
9	10	11	12	13	14	22	23	50	51	52	53	56	57	58	59	60	61	62	63	64	65	66	67	68	69		
						0	7	5	2	2	1						1	7	4	2	0	7					

DESCRIPTION				TYPE
76	77	78	79	80
3	3			2



RENT NUMBER						STATE		BRANCH CODE				M.P. LOCATION					AGREEMENT NUMBER										
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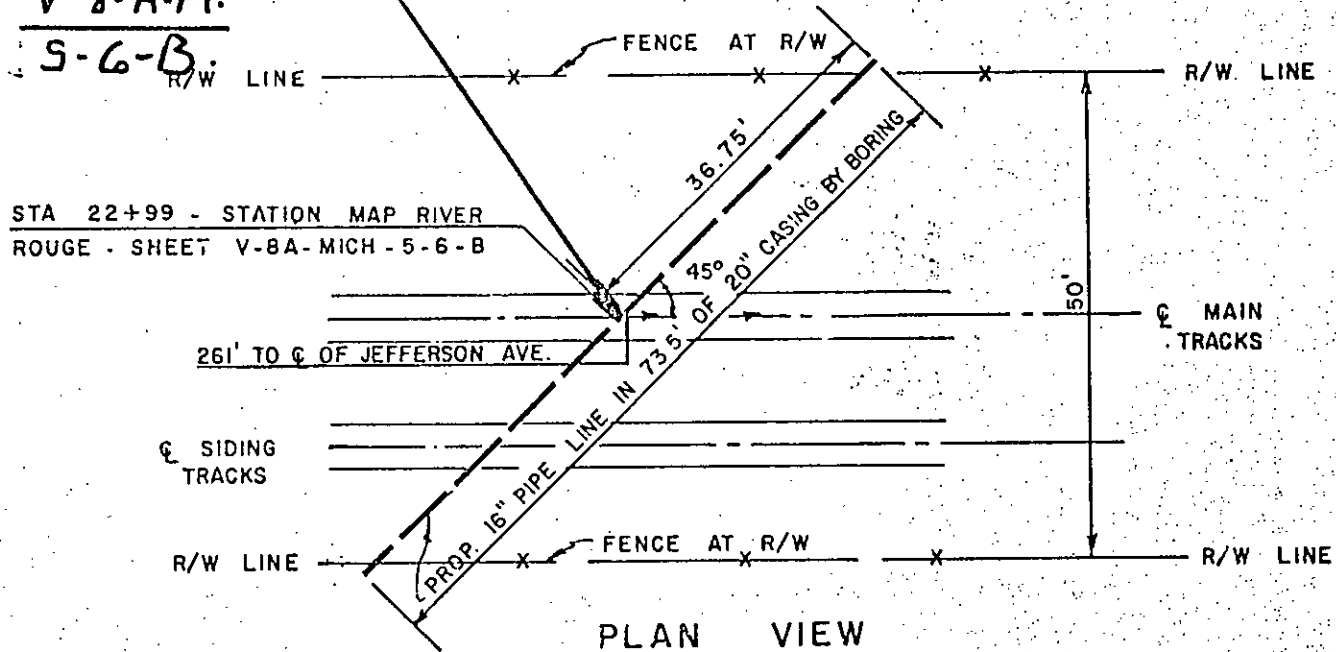
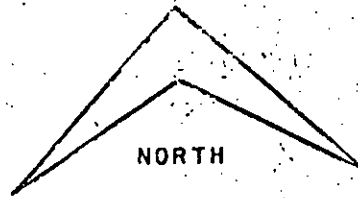
DESCRIPTION				TYPE
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3	3			2

RECORDED RIGHT OF WAY NO. 30096
 PL6

CROSSING
VS 28+25 ±
IN RIVER ROUGE MICH.

V 8-A-M.

S-6-B.



PLAN VIEW
SCALE : 1" = 20'

NOTE: CASING TO BE EXTENDED 1.5' BEYOND R/W LINES AS SHOWN BELOW

FILE No.
RR B-398

EXHIBIT A
11-29-72

R/W LINE

SIDE TRACKS

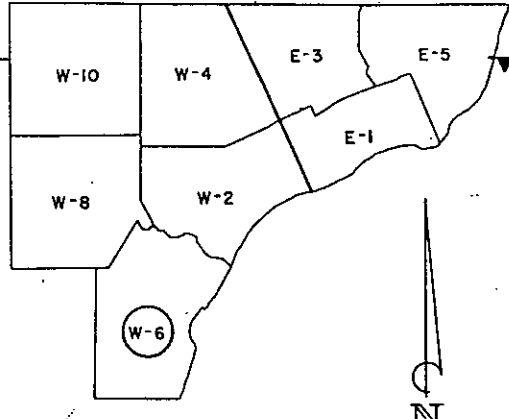
ϵ MAIN TRACKS

R/W LINE



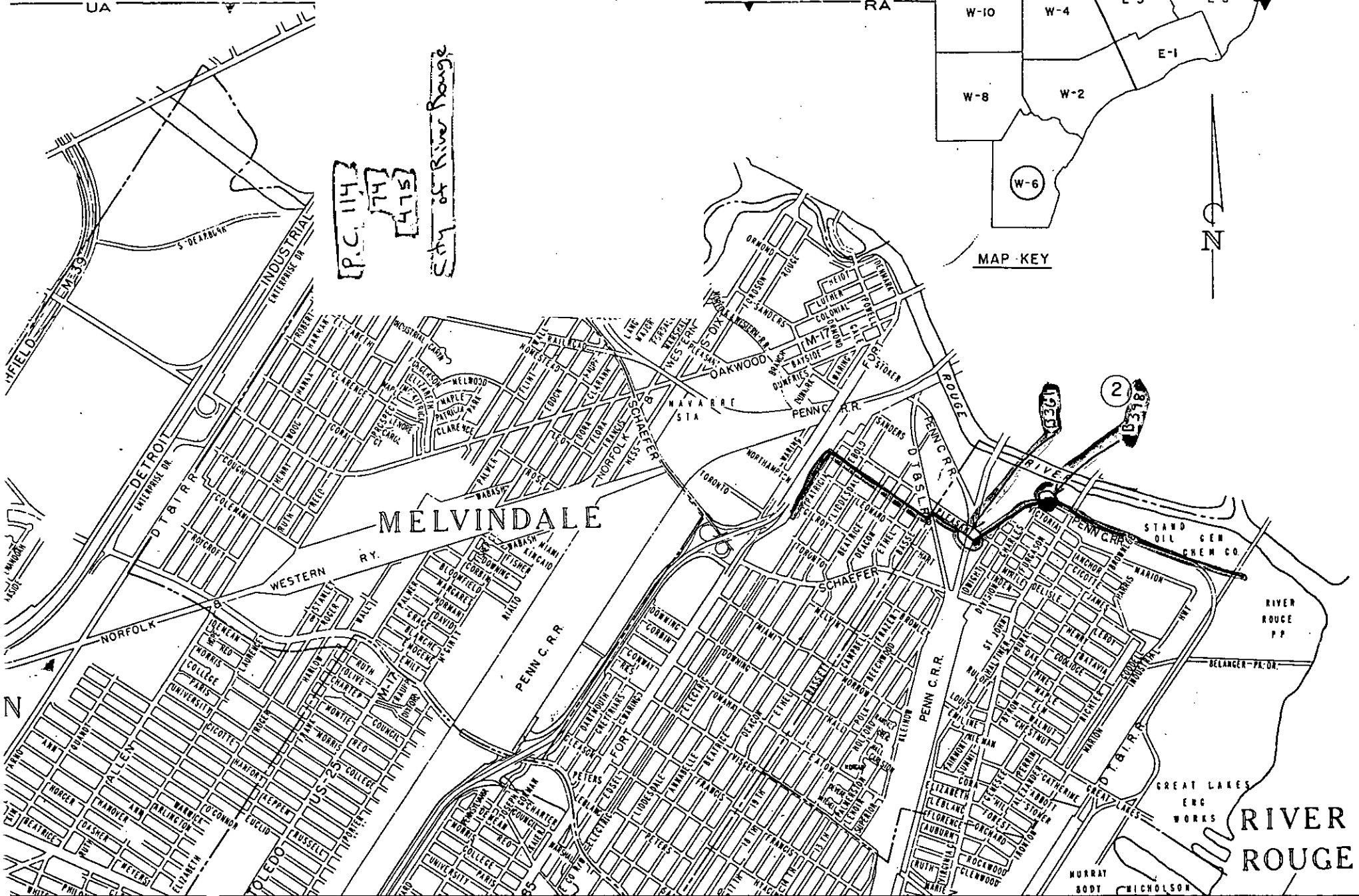
UA

RA



[P.C. 1143]
[74]
[475]

City of River Rouge



LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE
TRANSVERSE CROSSINGS AND LONGITUDINAL
OCCUPATIONS

THIS AGREEMENT, made this 14th day of December, 1972, between George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in reorganization under Section 77 of the Bankruptcy Act _____

parties of the first part (hereinafter called "Railroad") and BUCKEYE PIPE LINE COMPANY, an Ohio corporation _____

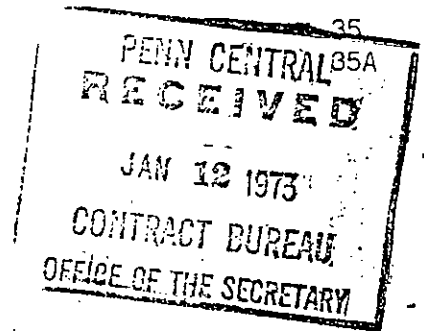
_____, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 16-inch steel pipe, encased in a 20-inch steel casing, through the lands and under and across the roadway and tracks of the Marsh Track on the River Rouge Branch of Railroad at Valuation Station 4+70+, located in River Rouge, Michigan _____

RECORDED RIGHT OF WAY NO. 30096 P16



PENN CENTRAL
PENN CENTRAL TRANSPORTATION COMPANY
Room 601 6 PENN CENTER PLAZA
PHILADELPHIA, PENNSYLVANIA 19104



CHIEF ENGINEER

DATE: Jan. 10, 1973

FILE: B-398

Buckeye Pipe Line Co.
Drawer "B"
Lima, Ohio 45802

ATTENTION: Mr. L.J. Bason

GENTLEMEN:

ATTACHED, FOR YOUR RECORDS, IS FULLY EXECUTED COPY OF AN AGREEMENT BETWEEN YOUR Company AND OUR COMPANY DATED Dec. 14, 1972, COVERING one (1) 16-inch steel petroleum pipe, encased in a 20-inch steel casing on Marsh Track on the River Rouge Branch at V.S. 28+25+, in River Rouge, Michigan.

VERY TRULY YOURS,

J. T. Sullivan
CHIEF ENGINEER

ENCL.

BCC: W. H. Couch: (2)

ATTACHED, FOR FILING, IS FULLY EXECUTED ORIGINAL OF THE ABOVEMENTIONED AGREEMENT, TOGETHER WITH ADDITIONAL COPIES OF THE LOCATION PLAN.

J.T.S.

BCC: J. P. Tarpey
RED-128 ATTACHED.

J.T.S.

BCC: R. C. Lepley (Attn: L. Turner)

CHECK NUMBER 15254 IN THE AMOUNT OF \$120.00 RECEIVED FROM Buckeye Pipe Line Company ATTACHED. PLEASE CREDIT J. T. Sullivan CHIEF ENGINEER, MANAGEMENT CENTER 50010, PURPOSE ACCT. 952, LEDGER ACCT. 201, With \$ 120.00.

J.T.S.

BCC: W. T. Hammond
Prep. Fee - \$120.00 - Ins. \$20.00
Rental - \$120.00

RECORDED RIGHT OF WAY NO. 30076 P16



PENN CENTRAL TRANSPORTATION COMPANY

GEORGE P. BAKER, RICHARD C. BOND, JERVIS LANGDON, JR., ~~WILLIAM H. WATSON~~, TRUSTEES

CHIEF ENGINEER
ROOM 600
SIX PENN CENTER PLAZA
PHILADELPHIA, PA. 19104

DATE: Jan. 10, 1973

FILE: B-398

Buckeye Pipe Line Co.
Drawer "B"
Lima, Ohio 45802

ATTENTION: Mr. L.J.Bason

Gentlemen:

Attached, for your records, is fully executed copy of an agreement between your Company and our company dated Dec. 14, 1972, covering one (1) 16-inch steel petroleum pipe, encased in a 20-inch steel casing on Marsh Track on the River Rouge Branch at V.S. 28+25+, in River Rouge, Michigan.

Very truly yours,

J.T. Sullivan
J. T. Sullivan
Chief Engineer

Encl.

RECORDED RIGHT OF WAY NO. 30096 p16

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE
TRANSVERSE CROSSINGS AND LONGITUDINAL
OCCUPATIONS

THIS AGREEMENT, made this 14th day of December, 19 72, between George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in reorganization under Section 77 of the Bankruptcy Act _____

part^{ies} of the first part (hereinafter called "Railroad") and BUCKEYE PIPE LINE COMPANY, an Ohio corporation _____

_____, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 16-inch steel petroleum pipe, encased in a 20-inch steel casing, through the lands and under and across the roadway and tracks of the Marsh Track on the River Rouge Branch of Railroad at Valuation Station 28+25 $\frac{1}{2}$, located in River Rouge, Michigan _____

RECORDED RIGHT OF WAY NO. 30096 P16

in accordance with construction plans 5820-C submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. FileNo. RR-B-398, dated 11-29-72, marked Exhibit "A", attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of One Hundred Twenty Dollars (\$ 120.00) as reimbursement for the costs and expenses incident to the preparation of this Agreement, together with the further sum of One Hundred Twenty Dollars (\$ 120.00) per year as minimum annual rental, which said sum shall be payable annually in advance, commencing as of December 1, 19 72 .

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

RECORDED RIGHT OF WAY NO. 30096 p16

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (A) And the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES - - - - - whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.

(B) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. The Licensee shall, at its sole cost and expense, upon request in writing of the Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the

RECORDED RIGHT OF WAY NO. 30096 p16

original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then the said Licensee shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the Railroad as may be required by the said Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad may make such repairs or adjustments or changes in location and provide necessary material therefor.

10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property and right-of-way, and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.

11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

14. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page one without the consent and agreement in writing of the Railroad being first had and obtained.

15. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after ^{receipt} service of such notice, this agreement and the permission and privilege hereby granted shall absolutely cease and terminate.

16. This Agreement shall take effect as of the first day of December
A.D. 19 72.

RECORDED RIGHT OF WAY NO. 30096 p16

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 14 of this Agreement.

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

George P. Baker, Richard C. Bond,
Jervis Langdon, Jr. and Willard Wirtz,
Trustees of the Property of PENN CENTRAL
TRANSPORTATION COMPANY, DEBTOR

WITNESS:

W. P. Wilson

By: J. T. Sullivan
J. T. Sullivan, Chief Engineer

~~WITNESS:~~

Anna Marie Brooks

BUCKEYE PIPE LINE COMPANY

By: R. W. Maurer
Its Assistant Secretary

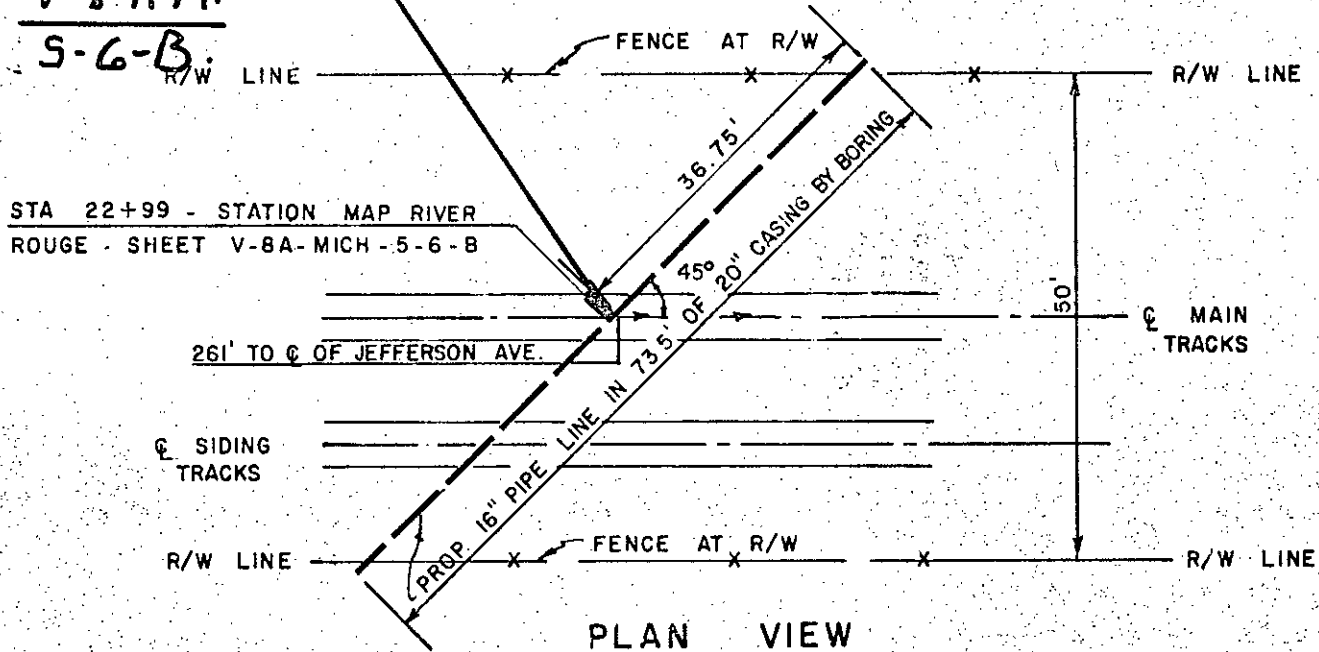
RECORDED RIGHT OF WAY NO. 50096 p16

CROSSING
VS 28+25 ±
IN RIVER ROUGE MICH.



V 8-A-M.

S-6-B



PLAN VIEW
SCALE: 1" = 20'

NOTE: CASING TO BE EXTENDED 15' BEYOND R/W LINES AS SHOWN BELOW

FILE No
RR B-398

R/W LINE

C SIDE TRACKS

C MAIN TRACKS

R/W LINE

EXHIBIT A
11-29-72

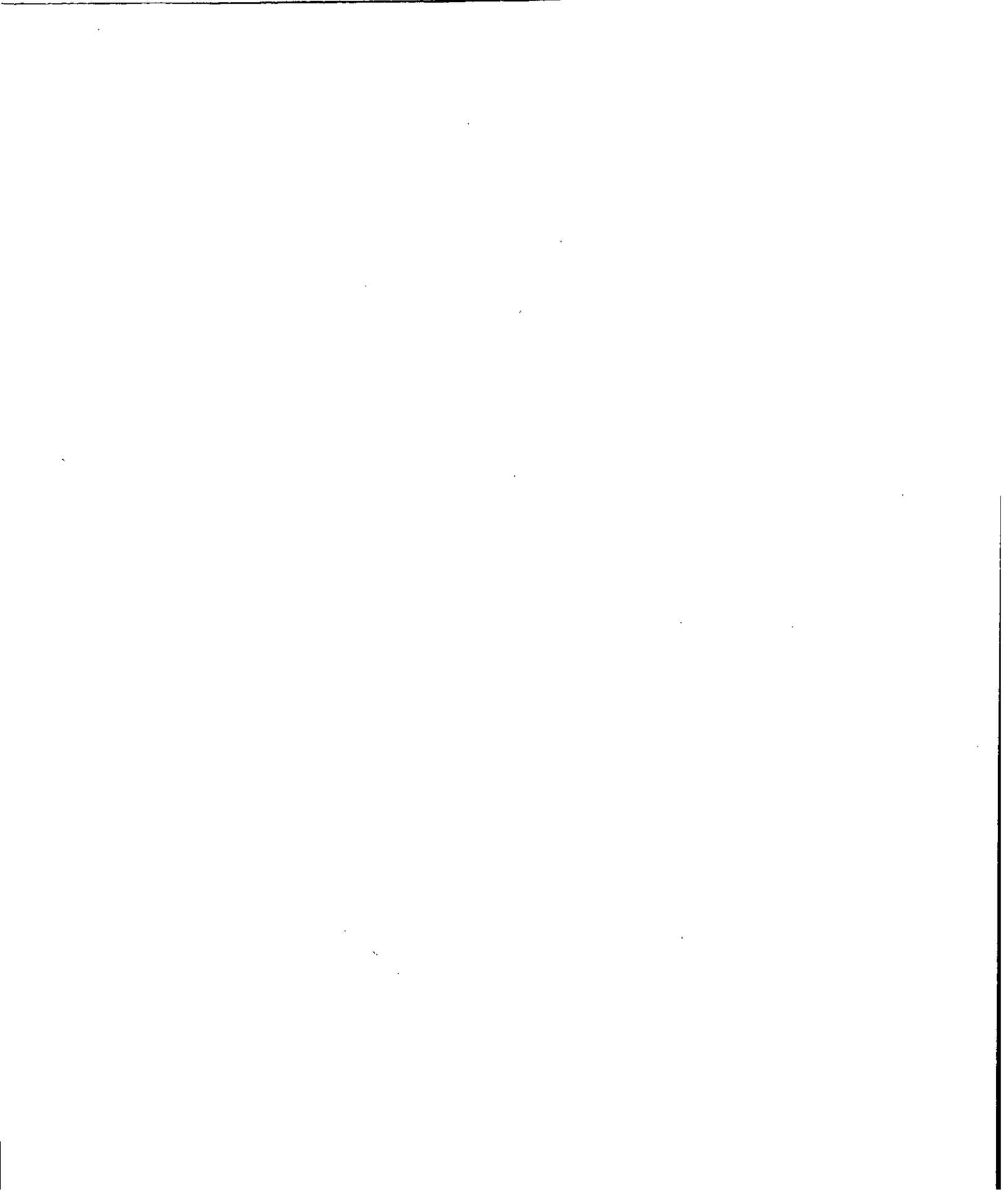
B-398

1952

1952

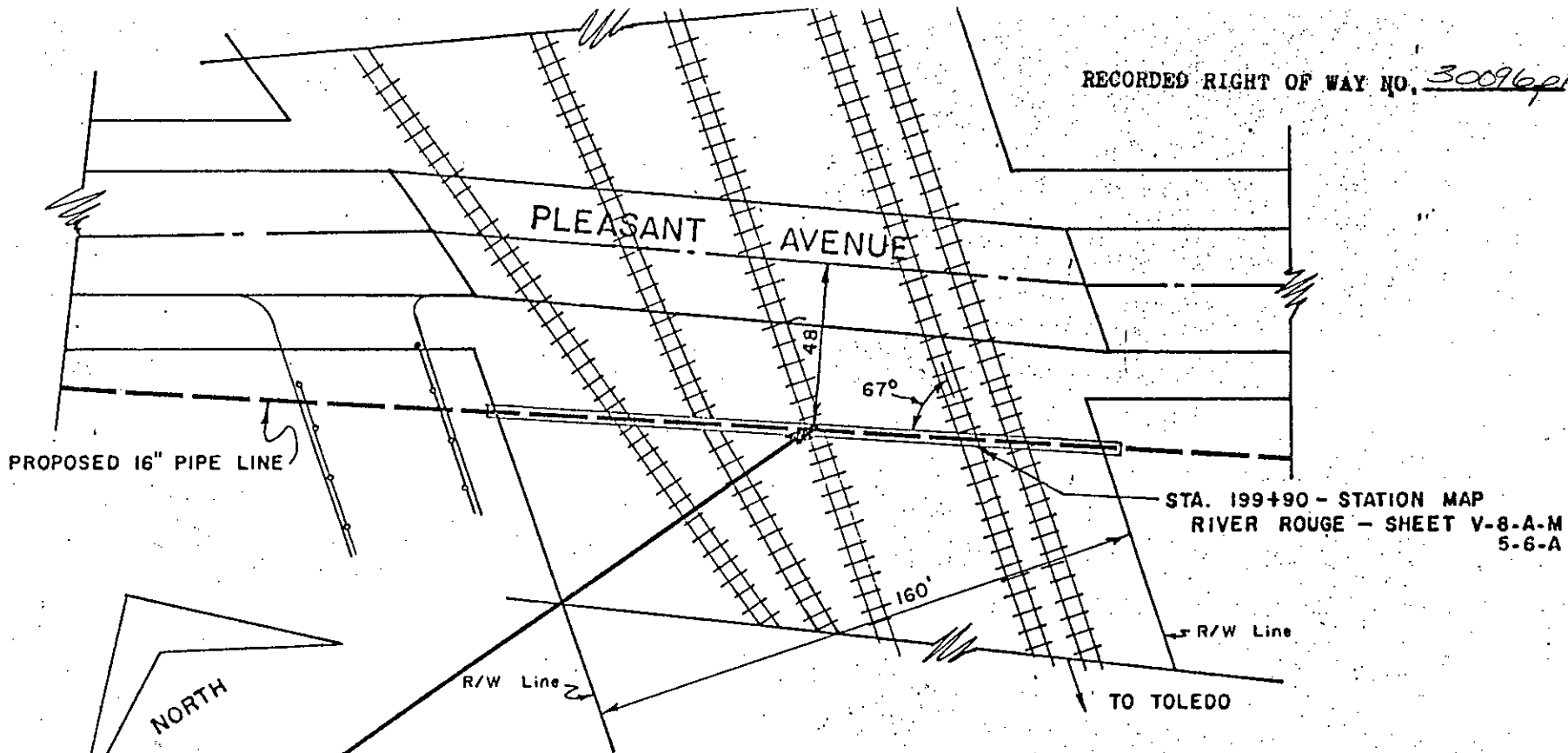
1952

1952



174 207

RECORDED RIGHT OF WAY NO. 30096 p16



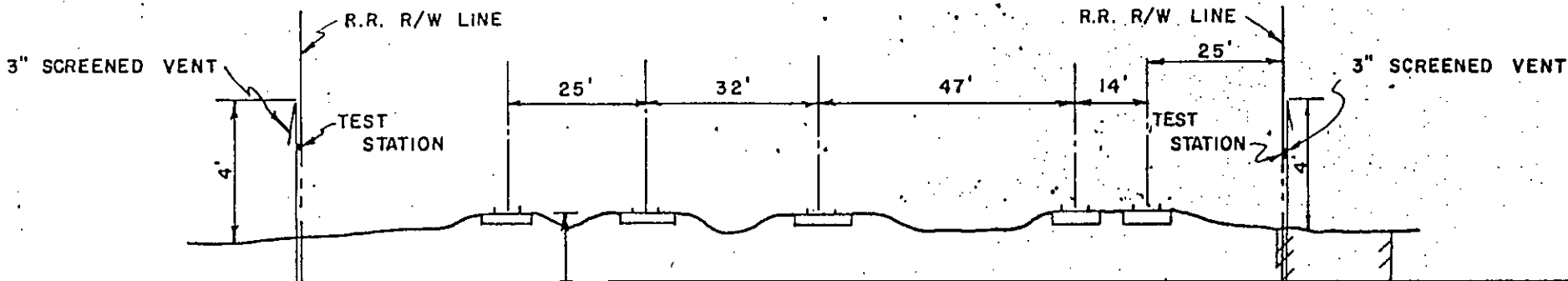
STA. 199+90 - STATION MAP
RIVER ROUGE - SHEET V-8-A-M
5-6-A

E CROSSING
VS 4+70 ±
IN RIVER ROUGE HIGH.

V 8-A-M
5-6-A

FILE No
RR - B-361

EXHIBIT "A"
11-29-72





PENN CENTRAL TRANSPORTATION COMPANY

GEORGE P. BAKER, RICHARD C. BOND, JERVIS LANGDON, JR., WILLARD WIRTZ, TRUSTEES

Valuation Dept. Room 850,
M.C.R.R. Terminal Bldg.,
2405 W. Vernor Highway,
Detroit, Michigan. 48216.

Date June 22 1972

File: 12068

Buckeye Pipe Line Co.

Drawer B

Lima, OHIO. 45801

Attention L. J. Bacon

Referring to your ^{Verbal Request} ~~letter~~ of June 21, 1972 requesting
prints of Valuation Sections 8 AME IDM
& Sepias

Map Nos. V 8AM-6, 56A, 56B & 56C V 10 M - 1

In the vicinity of Detroit, Mi River Rouge

Please find same attached. The charge for these prints will be \$ 21.⁷⁰/_{xx} ^{& Sepias}

Please make your check payable to the PENN CENTRAL TRANSPORTATION COMPANY,
forwarding same to:

V. M. Campbell
V. M. Campbell
Asst. Valuation Engineer

BA B14905

RECORDED RIGHT OF WAY NO. 30096916

Lima, Ohio, November 22nd, 1972

L.J.Bacon, Macungie

I have this date mailed copies of the attached prints to Penn Central Railroad in Philadelphia, involving two additional crossings of their right of way and tracks in the City of River Rouge. I would like for you to make personal contact with Mr. Hughes at Philadelphia sometime during the second week of December and learn the status of the applications you made earlier this year, as well as what can be done to expedite granting of permits covering the two crossings covered by the enclosed prints.

JFR.ETC
Encls.

J.F.Reed.

RECORDED RIGHT OF WAY NO. 30096 P16

August 30th, 1972

Mr. C. E. Defendorf, Chief Engineer
Penn Central Transportation Co.
6 Penn Center Plaza
Philadelphia, Pa. 19104

Dear Sir:

Buckeye Pipe Line Company hereby requests permission to cross your right of way and tracks with a new 16" common carrier pipe line encased in 20" steel casing pipe at the following location:

Private Claim 475, City of River Rouge, Wayne Co. Michigan, 48 ft southeasterly from Pleasant Ave. This location is on former New York Central Track system.

We propose to install the 16" line by boring and according to AAR Specifications CE-8. Prints are enclosed of Drawing 5653-A indicating the positive stop cutting head detail.

We hereby respectfully request a permit to install pipe line in an alignment as shown on our Print 5802-C, 10 prints of which are attached herewith.

If our request meets with your approval, will you kindly forward license agreement to cover the above mentioned crossing. We will reimburse your company for the cost of any necessary inspection or flagging due to the construction of our facility.

Our scheduled start of construction is Nov. 1, 1972. While we are aware that is not adequate time for normal processing of our permit, we will appreciate a letter of intent previous to the Nov. 1, 1972 construction date. Should you have any questions about the drawing or crossing location, I will be pleased to come to your office for assistance.

Very truly yours,

LJB

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

LJB-ETC
Encls.

RECORDED RIGHT OF WAY NO.

30096 p/16

August 30, 1972

Mr. C. E. Defendorf, Chief Engineer
Penn Central Transportation Company
6 Penn Center Plaza
Philadelphia, Pa. 19104

Dear Sir:

Buckeye Pipe Line Company hereby requests permission to cross your right of way and tracks with a new 16" common carrier pipe line encased in 20" steel casing pipe at the following location:

Private Claim 226, City of River Route, Wayne Co.
Michigan, 645 ft northeasterly of Sta. 54+78 of
the former New York Central Marsh Track System.

We propose to install the 16" line by boring and according to AAR Specifications CE-8. Prints are enclosed of Drawing 5653-A indicating the positive stop cutting head detail.

We hereby respectfully request a permit to install pipe line in an alignment as shown on our Print 5803-C, 10 prints of which are attached herewith.

If our request meets with your approval, will you kindly forward license agreement to cover the above mentioned crossing. We will reimburse your company for the cost of any necessary inspection or flagging due to the construction of our facility.

Our scheduled start of construction is November 1, 1972. While we are aware that is not adequate time for normal processing of our permit, we will appreciate a letter of intent previous to the Nov. 1, 1972, construction date. Should you have any questions about the drawing or crossing location, I will be pleased to come to your office for assistance.

Very truly yours,

L. E. Bacon
Asst Mgr R/W Acquisition & Claims

LJB-ETC
Encls.

RECORDED RIGHT OF WAY NO. 300516

CONSO LATED RAIL CORPOR.

SIX PENN CENTER PLAZA
PHILADELPHIA, PENNSYLVANIA 19104

Telephone: 215-594-1753

Agreement

File No.

174 207

ITEM "A"

-571979

Assistant Vice President -
Contracts
Room 601

October 25, 1976

File: ST-DE-58 (1 & 2) MRL/m

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. Robert A. Tewksbury
Project Administrator

Gentlemen:

Attached, for your records, are fully executed copies of two assignment agreements dated September 10, 1976 between your Company and our Corporation covering assignment of two agreements both dated December 14, 1972 from Buckeye Pipe Line Company to your company.

Very truly yours,

R. W. Orr
Assistant Vice President -
Contracts

RECORDED RIGHT OF WAY NO. 30096 P 16

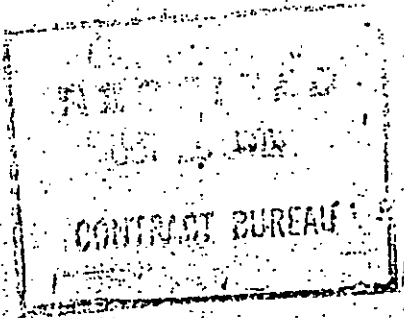
c: J. E. Barton (3)
 Attached, for filing, is fully executed original of the above mentioned agreement,
 together with ~~additional copies of the location plan.~~ *hand copies of CE 174207*
and 173854

c: R. Wyman - RED 106 attached.
 W. P. Wilson PREPARATION FEE \$
 INSURANCE IN FEE \$

RENTAL *Back \$120*
 LUMP SUM

RENT NUMBER							STATE		BRANCH CODE				M.P. LOCATION					AGREEMENT NUMBER							
9	10	11	12	13	14		22	23	50	51	52	53	56	57	58	59	60	61	62	63	64	65	66	67	68
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DESCRIPTION					TYPE	
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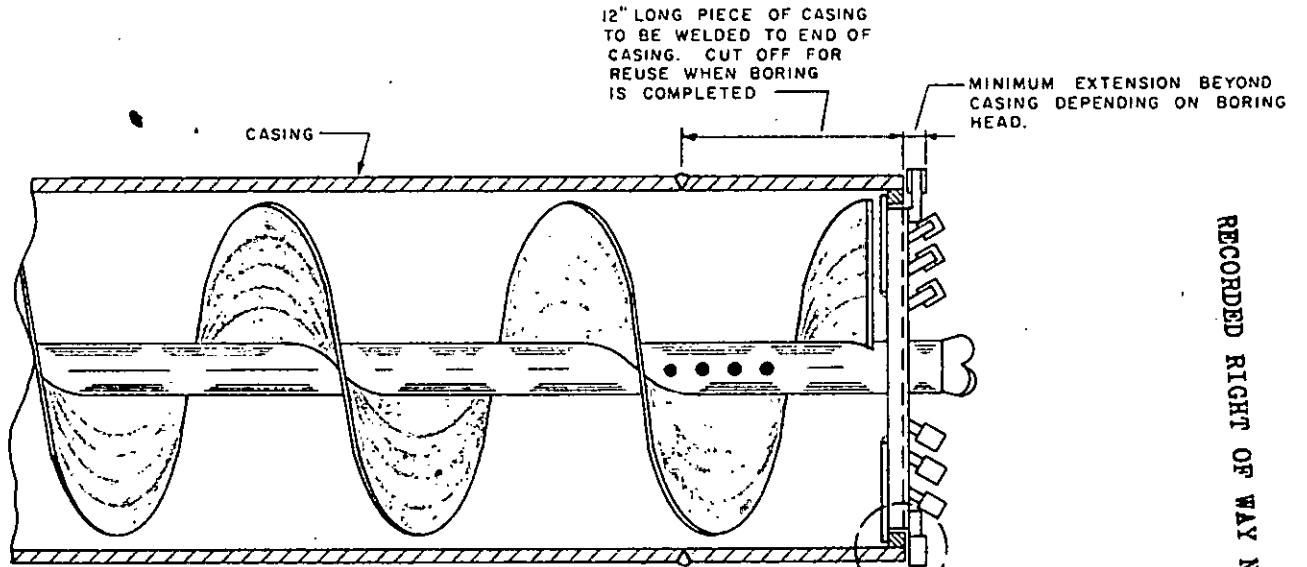
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3	3				2	

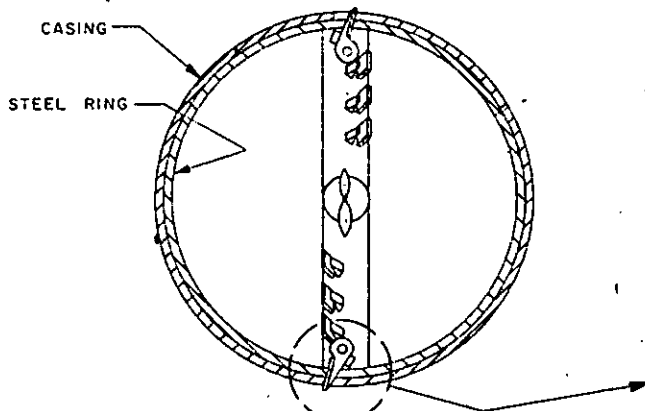
RECORDED RIGHT OF WAY NO. 200767161

NOTE

THE USE OF WATER OR OTHER LIQUIDS TO FACILITATE CASING EMBLACEMENT AND SPOIL REMOVAL IS PROHIBITED.

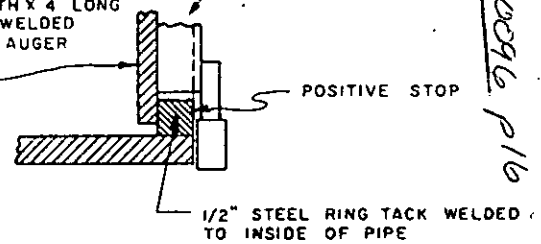


SIDE VIEW

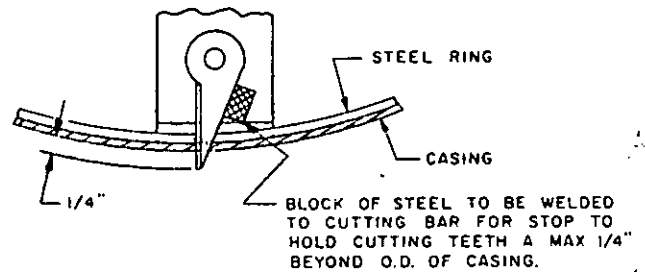


FRONT VIEW

3/8" X HEAD WIDTH X 4" LONG STEEL MAY BE WELDED OR BOLTED TO AUGER HEAD



ENLARGEMENT



ENLARGEMENT

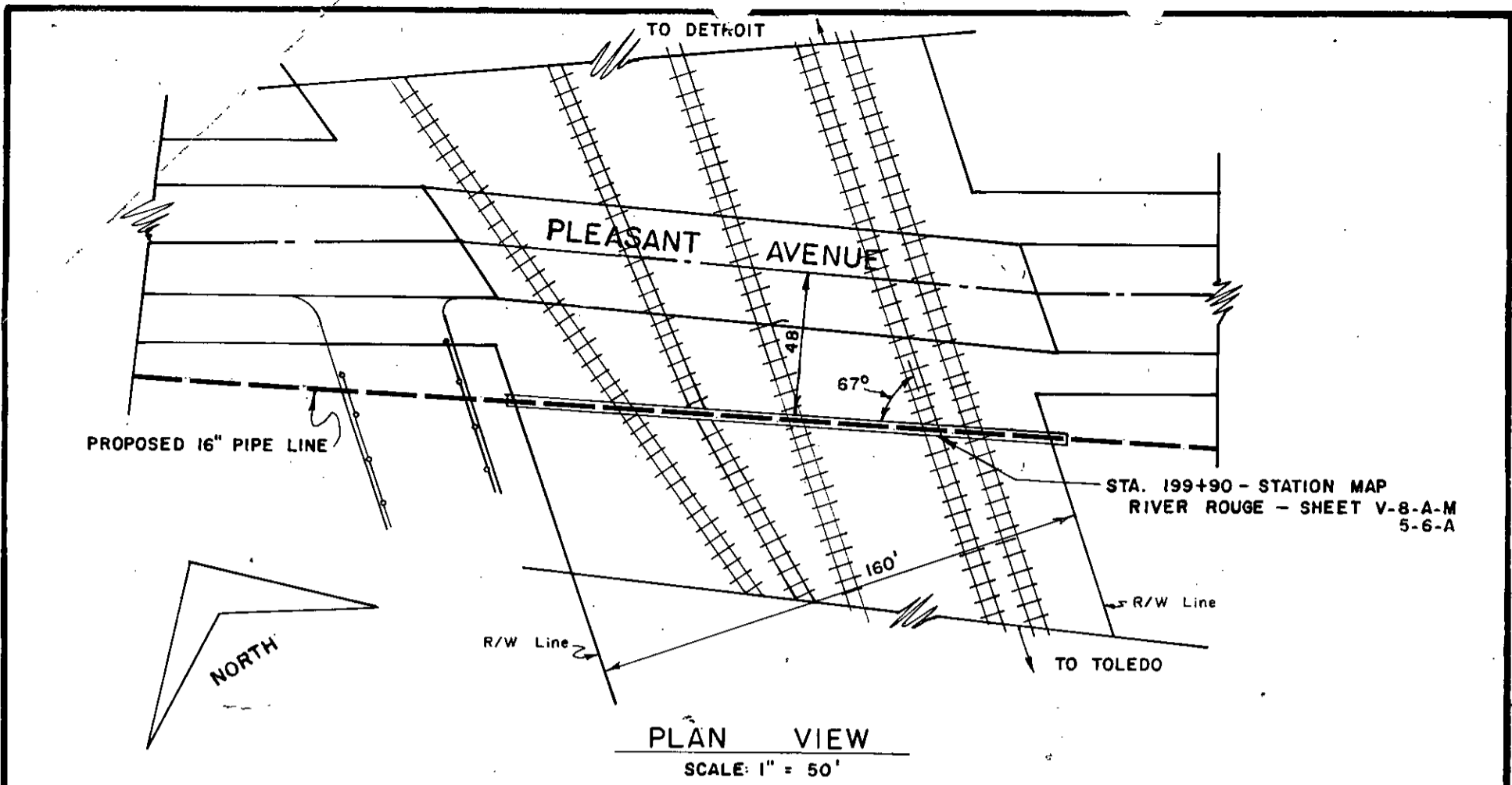
NOTE

1. CONTRACTOR SHALL FABRICATE THE 12" SECTION OF CASING FOR RAILROAD CROSSING USE ONLY.
2. CONTRACTOR'S EXISTING BORING HEAD SHOULD BE ALTERED TO MEET THESE SPECIFICATIONS AND APPROVED BY THE CHIEF ENGINEER.

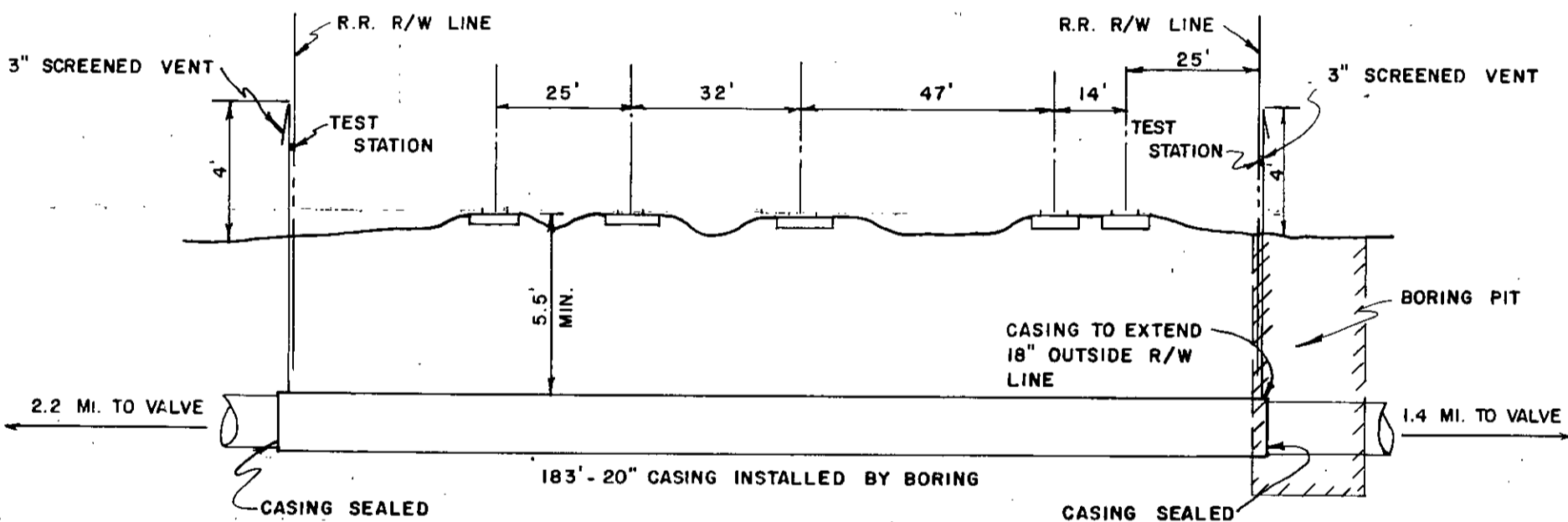
FOR PENN-CENTRAL XING ONLY
FOR SPECIFICATIONS SEE CE-8

RECORDED RIGHT OF WAY NO. 30096 P16

3				BUCKEYE PIPE LINE CO.
2				STANDARD DETAIL
1				FOR POSITIVE STOP ARRANGEMENT ON CUTTING HEAD
NO.	REVISION			Dwn. W. Althouse Scale: <i>1/4"</i> Date: 5/16/72
				Apprd. <i>L.J. Bacon</i> Chkd. <i>J.T.K.</i> No. 5653-A



PLAN VIEW
SCALE: 1" = 50'



PROFILE

SCALE: HORIZ. - 1" = 30'
VERT. - 1" = 5'

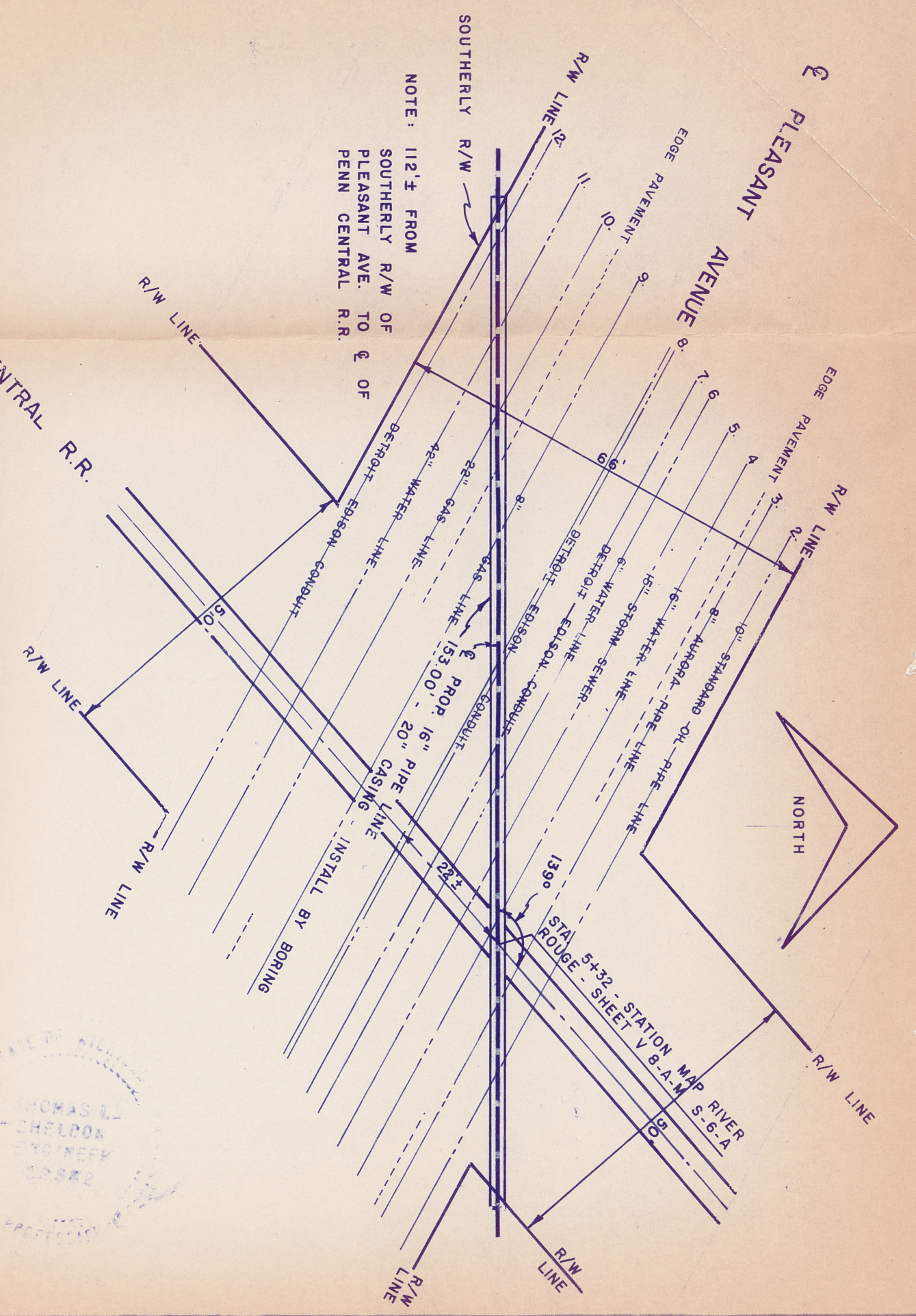


SEE C.E. 8 SPECIFICATIONS

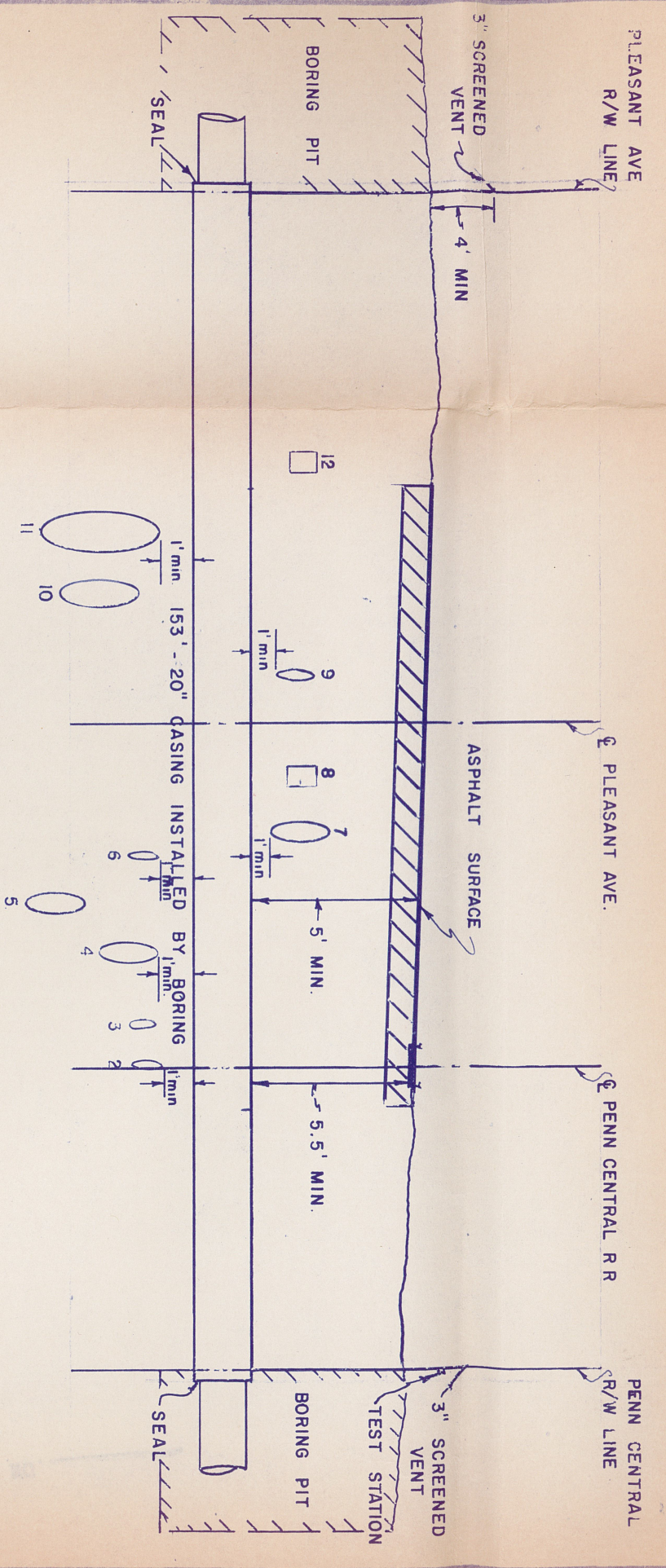
PREPARED BY
SHELDON & ASSOCIATES
LICENSED LAND SURVEYORS
1430 NORTH COLE STREET, LIMA, OHIO PHONE (419) 228-4421

NO.		DESCRIPTION of REVISION	SPECIFICATIONS	CARRIER PIPE	CASING PIPE	BUCKEYE PIPE LINE COMPANY		
1			DIAMETER	16.00"	20.00"	PLAN & PROFILE OF PROPOSED 16" PIPE LINE CROSSING PENN CENTRAL R.R. AT PLEASANT AVE. CITY OF RIVER ROUGE, MICHIGAN DWN <i>JCR</i> SCALE AS NOTED DATE APPROV. <i>JCR</i> CHK. <i>JCR</i> NO. 5802-C		
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			

RECORDED RIGHT OF WAY NO. 30096 p16



PLAN VIEW
SCALE: 1" = 20'

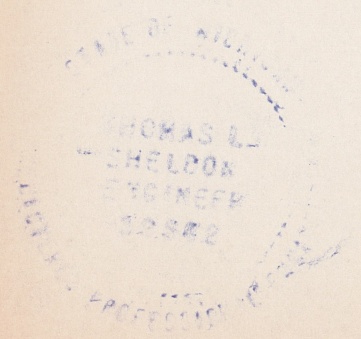


PROFILE
SCALE: HORIZ. 1" = 20'
VERT. 1" = 5'

FOR R.R. SEE C.E. SPECIFICATIONS

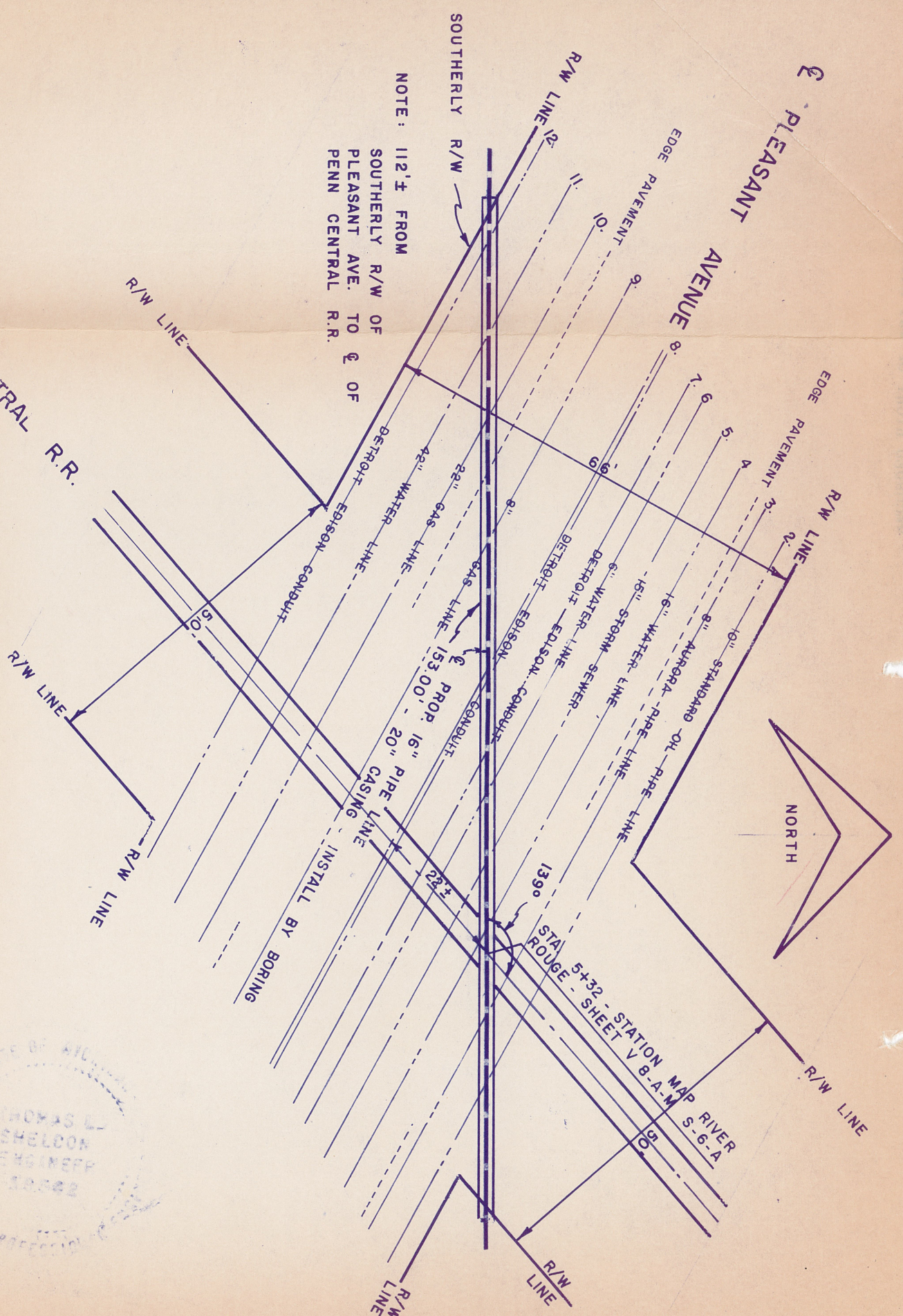
PREPARED BY
SHELDON & ASSOCIATES
LICENSED LAND SURVEYORS
1430 NORTH COLE STREET, LIMA, OHIO, PHONE (419) 228-4421

NO.	DESCRIPTION or REVISION	SPECIFICATIONS	CARRIER PIPE	CASING PIPE	PROPOSED 16" PIPE LINE ACROSS PLEASANT AVENUE AND THE PENN CENTRAL RAILROAD IN THE CITY OF RIVER ROUGE, WAYNE COUNTY, MICHIGAN	DATE
1						
2		DIAMETER	16.00"	20.00"		
3		MATERIAL	STEEL	STEEL		
4		SPEC GRADE	X-52	B		
5		WALL THICKNESS	.219"	.344"		
6		WEIGHT PER FOOT	36.87	72.16 #		
7		MAX WORKING PRESSURE	1200 #			
8		TEST PRESSURE				
9		TYPE OF JOINT	WELDED	WELDED		
10						
11						
12						

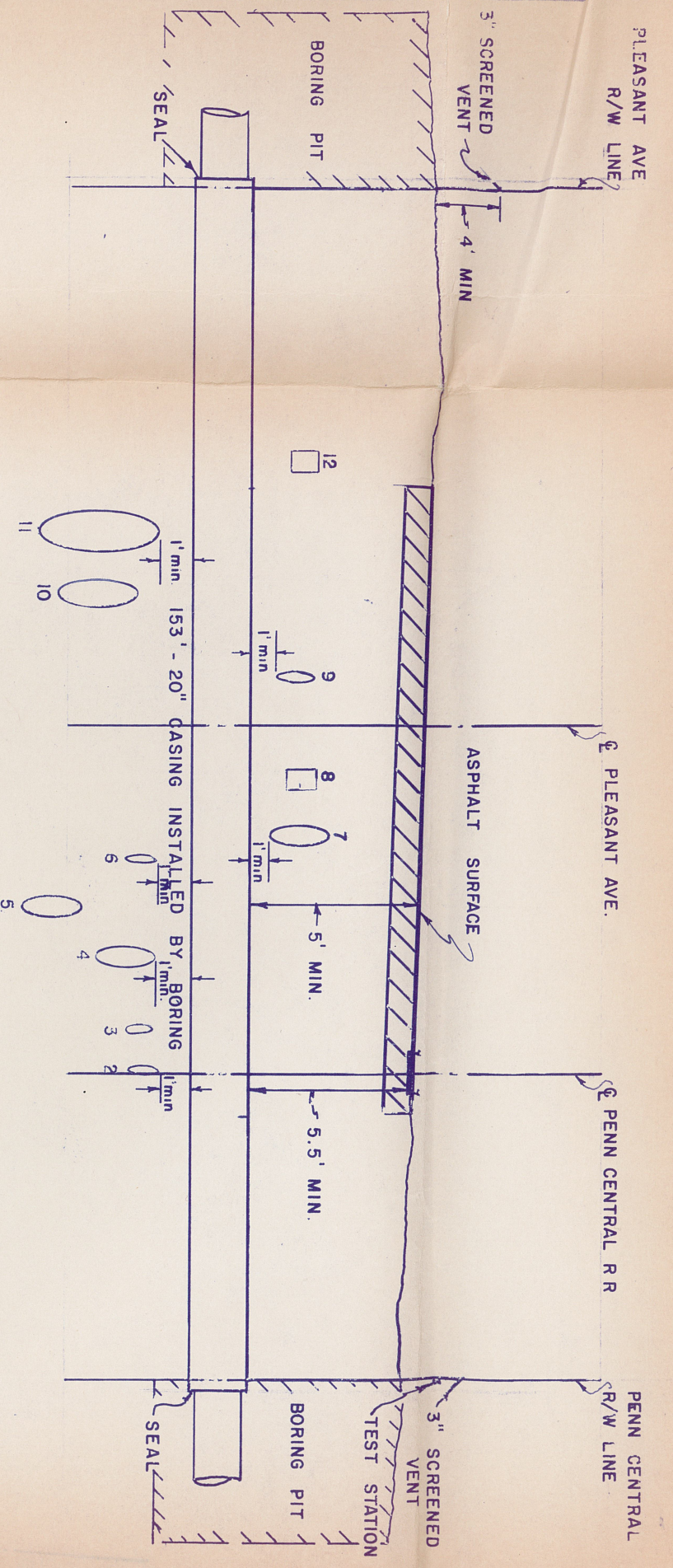


SCALE AS SHOWN
CHK: T.H.
DATE: 11-22-72
NO: 5805-C

RECORDED RIGHT OF WAY NO. 30096 p 16



PLAN VIEW
SCALE : 1" = 20'



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

FOR R. R. SEE C. E. SPECIFICATIONS

NO		DESCRIPTION OF REVISION	
<p>PREPARED BY SHELDON & ASSOCIATES LICENSED LAND SURVEYORS 1430 NORTH COLE STREET LIMA, OHIO PHONE (419) 228-4421</p>			
SPECIFICATIONS		CARRIERS	
DIAMETER	16.00"	PIPE	CASING
MATERIAL	STEEL	PIPE	PIPE
SPEC GRADE	X-52		
WALL THICKNESS	.219"		
WEIGHT PER FOOT	36.87		
MAX WORKING PRES.	730#		
TEST PRESSURE	1200#		
TYPE OF JOINT	WELDED		
SPECIFICATIONS		CARRIERS	
DIAMETER	20.00"	PIPE	CASING
MATERIAL	STEEL	PIPE	PIPE
SPEC GRADE	B		
WALL THICKNESS	.344"		
WEIGHT PER FOOT	72.16#		
MAX WORKING PRES.			
TEST PRESSURE			
TYPE OF JOINT	WELDED		
BUCKEYE PIPE LINE COMPANY		PROPOSED 16" PIPE LINE ACROSS PLEASANT AVENUE AND THE PENN CENTRAL RAILROAD IN THE CITY OF RIVER ROUGE, WAYNE COUNTY, MICHIGAN	
SCALE AS SHOWN	DATE	NO	NO
CHK TH	11-22-72	5805	C



RECORDED RIGHT OF WAY NO. _____

RECORDED RIGHT OF WAY NO. 30096 p 16