

# **RAILROAD RIGHT OF WAY**

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

**RECORDED RIGHT OF WAY NO. P30096 P3**

RE-RECORD

G 99619  
F737516

RE-ORDERED TO CORRECT ERROR  
L. DESCRIPTION

FOR AND IN CONSIDERATION of the sum of One Hundred Dollars (\$100.00) to us in hand paid, the receipt whereof is hereby acknowledged, the undersigned:

Irving Bean and Celia Bean, husband and wife, 11811 Pleasant Avenue, LI 19418 PA 887

Detroit, Michigan

LI 18163 PA 418

do hereby grant unto Buckeye Pipe Line Company, a corporation of Ohio, having its principal office at 3201 West Elm Street, Lima, Ohio, its successors and assigns a right of way over and through our lands City of Detroit, County of Wayne and State of Michigan, as same are more fully described:

2-9-76  
(B)  
(B)

Land in City of Detroit, Wayne County, Michigan, to property described as: Lots 1143 and 1144 and Lots 1066 to 1077 and alley between, inclusive, Marion Park Number 3, being a subdivision of part of Private Claim 669 and 75, City of Detroit, Wayne County, Michigan. Pipe line to be laid as per Print No. 5811 - C dated 11 August 1972.

for the purpose of constructing, operating, maintaining, and, from time to time, altering, repairing and removing one line of pipe for the transportation of petroleum, gas, or the products of either or any other liquids, gases or substances which can be transported through pipe lines, with free ingress and egress to construct, operate, maintain, and, from time to time, alter, repair or remove the same.

The grantors herein reserve the right to use the above described land except as such use may unreasonably interfere with the enjoyment by the grantee of the right of way herein granted, and the grantors agree that, without the written consent of the grantee, no building or other structure will be erected, created or constructed within five (5) feet of said pipe line. The grantee hereby agrees to pay any damages which may arise from the construction, maintenance, operation, alteration, repair or removal of said pipe line.

It is understood and agreed that the foregoing constitutes the entire agreement between the parties hereto and no oral promise, representation or agreement has been made in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

15th day of August, 1972.

Signed, sealed and delivered in the presence of:

Bob S. Rager  
Bob S. Rager

E. T. Conley  
E. T. Conley

RECORDED JUN 7 1976 AT 4:07 P.M.  
FOREST E. YOUNGBLOOD, Register of Deeds  
WAYNE COUNTY, MICHIGAN 48226

Irving Bean  
Irving Bean

Celia Bean  
Celia Bean

STATE OF Michigan )  
COUNTY OF Oakland ) SS:

RECORDED AUG 22 1972 AT 10:12 A.M.  
BERNARD J. YOUNGBLOOD, Register of Deeds  
WAYNE COUNTY, MICHIGAN 48226

Before me Harry Leon Levitt, a Notary Public  
(Name of Officer) (Title of Officer)

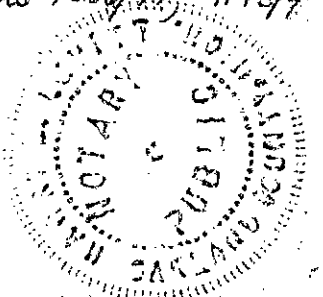
the 15th day of August, 1972, personally appeared

Irving Bean and Celia Bean

the above named grantors, and acknowledged the above instrument as their free act and deed for the uses and purposes therein mentioned, and declared that they are still satisfied therewith.

Witness my hand and official seal.

Close Temp.  
P.C. 75  
669, Marion Park #3  
Lots 1066/77, 1143/4



Harry Leon Levitt

My Commission expires 2-28-1975

Return to  
James C. Wetzel  
2000 Second Avenue  
688 W.C.B.  
Det., Michigan 48226

THIS INSTRUMENT  
PREPARED BY  
R. W. MAURER, ATTY.  
DRAWER "10"  
LIMA, OHIO

VI - 31360

F737516  
G 99619

RECORDED RIGHT OF WAY NO. 36976

RC File # 30096 - Spring House

RECEIVED  
WAYNE COUNTY MICH  
1976 JUN 7 PM 4:07  
ST. JAMES

FOREIGN BLOOD  
REGISTER OF DEEDS

7-76-0854-000507

A

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0.009.00

RE-RECORD

3R

FILED

1976 JUN 7

may be revoked by the Licensor, or cancelled by the Licensee, upon SIXTY (60) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its ~~Property and~~ Commissioner at Detroit, Michigan, who, it is understood, constitutes its agent for such purpose.

9. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said facilities and its other material from the land of the Licensor, leaving the Licensor's premises in a neat, clean and level condition. If the Licensee shall fail so to do within twenty (20) days after the cancellation or revocation hereof, then the Licensor may do the work specified and the expense thereof will be repaid to the Licensor by the Licensee within thirty (30) days after bill for same is rendered.

10. For the privileges herein contained the Licensee agrees to pay the Licensor, in advance, for the first year of the continuation of this license, the sum of ONE HUNDRED SEVENTY-FIVE (\$175.00) DOLLARS and thereafter, annually, in advance, the sum of ONE HUNDRED (\$100.00) DOLLARS per annum.

11. This license and agreement shall inure to the benefit of, and be binding upon the successors, heirs and assigns of the parties hereto.

12. It is understood and agreed that the Licensee will give Licensor's Chief Engineer in Toledo, Ohio written notice for starting of work and assignment of Licensor's flagman during the construction, maintenance, repair, renewal or removal of the 16-inch pipe. Further, the expense of said flagman is to be borne by the Licensee on receipt of bill therefor from the Licensor.

IN WITNESS WHEREOF, the parties hereto have executed the within license, effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:  
A. M. Miller

THE DETROIT & TOLEDO SHORE LINE RAILROAD COMPANY, a Michigan Corporation -  
BY J. E. Blakes  
Its - Vice President & General Manager

XX Edward J. Jansen, Jr.  
EDWARD J. JANSEN, JR.

THE DETROIT EDISON COMPANY, a Michigan Corporation -  
BY X Robert R. Tewasbury  
Its ROBERT R. TEWASBURY, DIRECTOR  
Real Estate and Rights of Way Dept.

L-51-1073 17170  
DTSL 726  
**LICENSE**  
(DET. DIV. SHORELINE SUB.)

FROM  
GTM

TO

THE DETROIT EDISON COMPANY, a Michigan Corporation -

FOR  
(1) 16" pipe line encased within a 20" casing pipe.

AT

Detroit, Mi., M.P. 46.42  
EFF: November 7, 1975  
Date Sept. 15, 1978

Expires Sixty (60) days' notice.

Rental \$175.00 1st yr., \$100.00 p.a. thereafter

RECORDED RIGHT OF WAY NO. 30096 p3

G. E. APPROVALS	
10/15/75	788
RECEIVED	SEPT 15 1975

APPROVED		DATE
BLDG. & PRCP. DEPT.		
DIV. ORG.		
INS. DEPT.	<u>J. Jansen</u>	10/27/78
LEGAL DEPT.		
RE & RIV DEPT.	<u>E. Jansen</u>	1-31-79
SYSTEM ENG. DEPT.		
TAX DEPT.		

L-51-1073

BD 3474



Grand Trunk Western Railroad Co

131 West Lafayette Boulevard  
Detroit, Michigan 48226

Frank J. Surmacz  
Manager Real Estate and Tax

February 9, 1979

D&TSL 9.50  
D.E. File #266-7071

Mr. Edward J. Jansen  
Public Agency Coordinator  
Real Estate & R/O/W Dept.  
2000 Second Avenue  
Detroit, Michigan 48226

Re: Detroit Edison Underground License for  
011 Pipe Line - Mile Post 46.42.

Dear Mr. Jansen:

We are attaching hereto your fully executed copy of Underground Facility License effective November 7, 1975 covering the 16" pipe line at Detroit, Michigan and Mile Post 46.42.

Please acknowledge receipt of this attachment by signing and returning the duplicate copy of this letter to our office.

Yours very truly,

*R.E. Milz*  
R. E. Milz

dg  
Attachment

RECEIVED

3-14-79

BY )

*Edward J. Jansen, Jr.*

3-8

Ava,

This agreement is an additional agreement for the River Rouge Oil Pipe line. The railroad has provided this photo copy. I believe this should be added to R.C. file 30096. I believe the crossing is in P.C. 75 in River Rouge.

*Thanks  
JW*

RECORDED RIGHT OF WAY NO.

30096

P3

## UNDERGROUND FACILITY

dated September 15, 1973 but effective for all purposes as of the  
 MEMORANDUM OF LICENSE AND AGREEMENT/effective the 7th day of NOVEMBER....., 1975.,  
 by and between THE DETROIT & TOLEDO SHORE LINE RAILROAD COMPANY, a Michigan Corporation -  
 hereinafter called the "Licensor," of the first part, and THE DETROIT EDISON COMPANY, a Michigan  
 Corporation - 2000 Second Avenue, Detroit, Michigan 48226  
 hereinafter called the "Licensee," of the second part.

WHEREAS, the Licensee desires permission to install, maintain and use a (1) 16-inch pipe line  
 encased within a 20-inch casing pipe

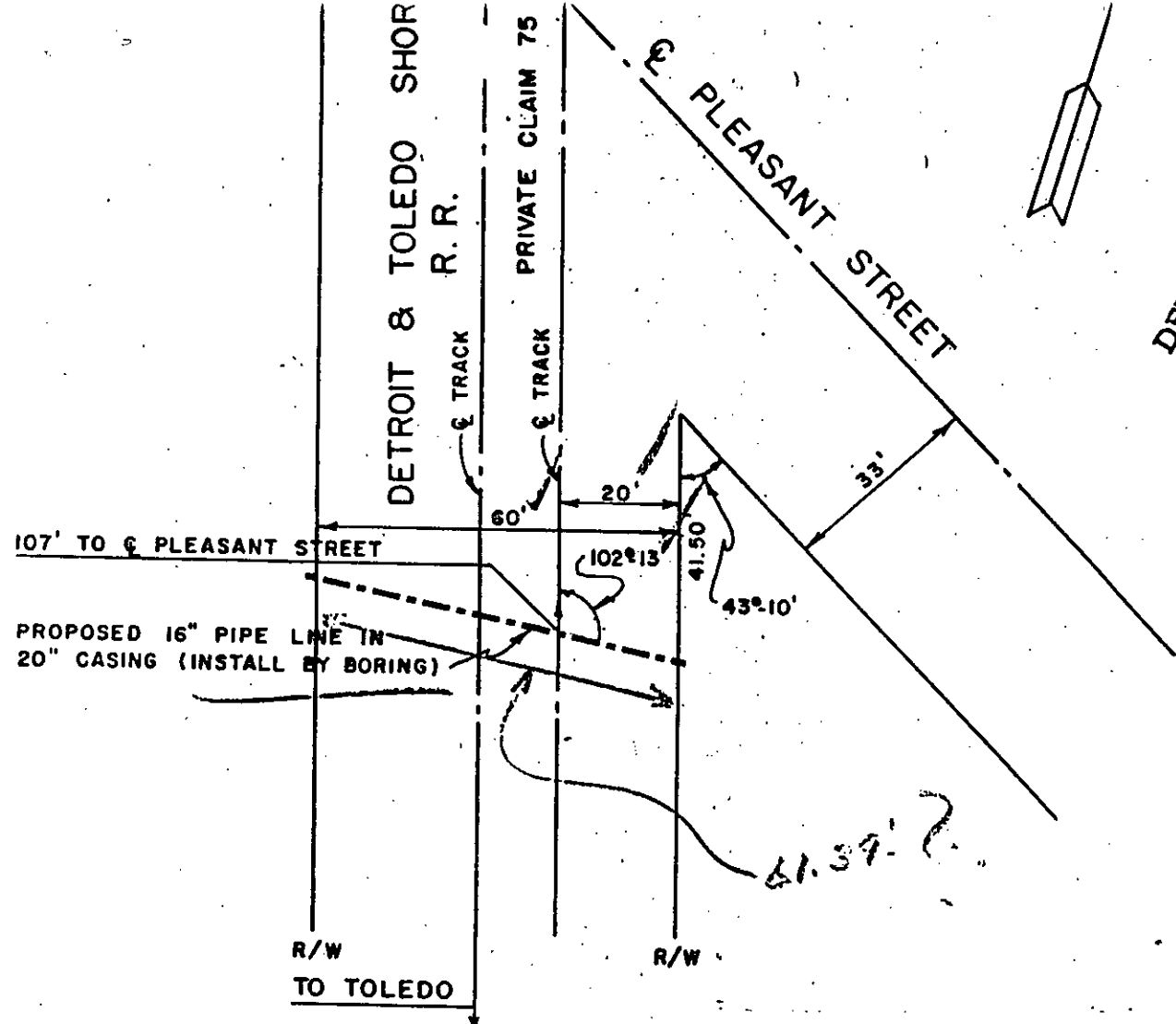
upon, along and (or) across and underneath the surface of the premises and right of way of the Licensor at  
 Detroit (M.P. 46.42)....., County of Wayne  
 State of Michigan....., at the location hereinafter described, and

WHEREAS, the Licensor is willing to grant the Licensee such permission upon the terms and conditions  
 hereinafter contained,

## NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. The Licensor will permit the Licensee, upon the terms and conditions hereinafter set forth, and not otherwise, to install, maintain and use the facilities aforesaid at the point, County and State aforesaid, and in the location indicated.....on the attached blue print which is hereby made a part hereof.  
 Plan D&TSL #1
2. Said facilities shall be installed, maintained, renewed, repaired and removed by the Licensee at its sole cost and expense, and shall be installed at a depth of not less than.....5½.....feet below the base of the rails of the Licensor's tracks, and shall be provided with such appliances for safety as are usual and proper in such cases.
3. All work herein contemplated to be done by the Licensee shall be done, and the said facilities shall be maintained in a perfect condition of repair, to the entire satisfaction of the Chief Engineer of the Licensor, and when any work hereunder is completed, the Licensor's property and right of way will be left in a neat, smooth and level condition.
4. If at any time the Licensor shall change the present grade of its track or tracks over said facilities hereby licensed, or make any other changes or additions to its tracks or facilities at said point, which it hereby reserves the right to do, the Licensee, at its own expense, agrees to lower said facilities so that said facilities shall always be maintained not less than the required depth below the base of the rails of said tracks, or to remove the same, or to perform any other work made necessary by reason of such changes or additions and so that said facilities will not interfere with the full use by the Licensor of its property and right of way at said point.
5. No work of installing, maintaining, repairing or removing said facilities shall be done until the Licensor shall have had sufficient prior notice of at least ~~forty-eight (48) hours~~ to send its inspector to the place where said work is to be performed, under whose inspection all such work shall be done at any and all times when deemed necessary by the Licensor, provided, however, that in case of emergency arising out of breaks in said facilities any necessary repairs may be made without the necessity of the notice above provided for but on the express understanding that immediate notice of such emergency shall be given to the Licensor and that all such repairs so made shall be subject to the approval and acceptance of the Superintendent of the Licensor in charge of that territory, and on the further understanding that the lines of railroad of the Licensor at all times shall be kept open for traffic, and the Licensee will pay to the Licensor the entire cost and expense incurred by the Licensor in caring for, protecting and supporting its track or tracks during the performance of any work herein contemplated, and all other expenses necessarily incurred by the Licensor on account of the installation, maintenance, renewal, repair, or use of said facilities, or the removal of the same from the right of way and premises of the Licensor.  
 \*Seventy-two (72) hours' advance notice (excluding Saturdays, Sundays and Holidays)
6. It is agreed that if the Licensee has the work herein provided for performed by a contractor, that the dealings of the contractor with the Licensor shall be handled through the Licensee and not directly with the Licensor and that any contract made with a contractor relative to said work shall be subject to all the terms of this license and agreement.
7. The Licensee assumes and will bear and pay all loss, injury or damage to person or property of the Licensor, employees of the Licensor, Licensee, employees of the Licensee, or third parties, which may result from, grow out of, or be attributable to any cause whatsoever in connection with the permit herein given, or arising from breaks in said facilities as a result of either the weight of or vibration or derailment of passing trains, cars or engines on the track or tracks of the Licensor, or otherwise, or arising from installing, maintaining, repairing, renewing or removing said facilities, or from a failure to maintain, repair and renew the same, and the Licensee hereby undertakes and agrees to indemnify and save the Licensor harmless of and from all responsibility and liability so assumed by it, the Licensee, and from all costs and expense arising from, growing out of, or in any manner attributed thereto, whether caused by the negligence of the Licensor, its agents, employees, or otherwise. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for such loss, injury or damage, the Licensee will, upon notice from the Licensor, settle, adjust or defend the same at its sole cost and expense and without expense to the Licensor, and will pay any judgment rendered therein together with costs of court.

RECORDED RIGHT OF WAY NO. 30096  
 P3

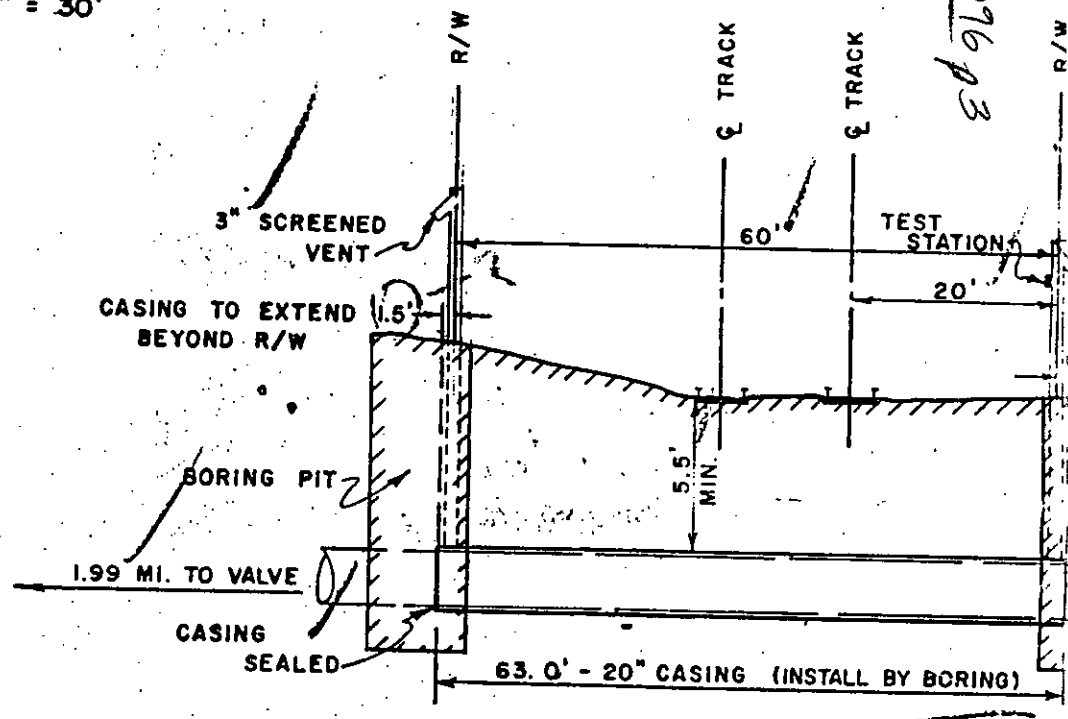


PLAN VIEW  
SCALE: 1" = 30'

DETROIT & TOLEDO SHO.  
LAWYER APPROVED AND DATED  
11/1/22

RECORDED RIGHT OF WAY NO. 30096 P3

D&TSL #1

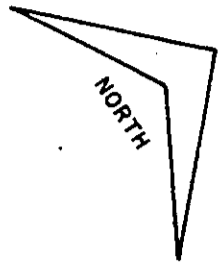
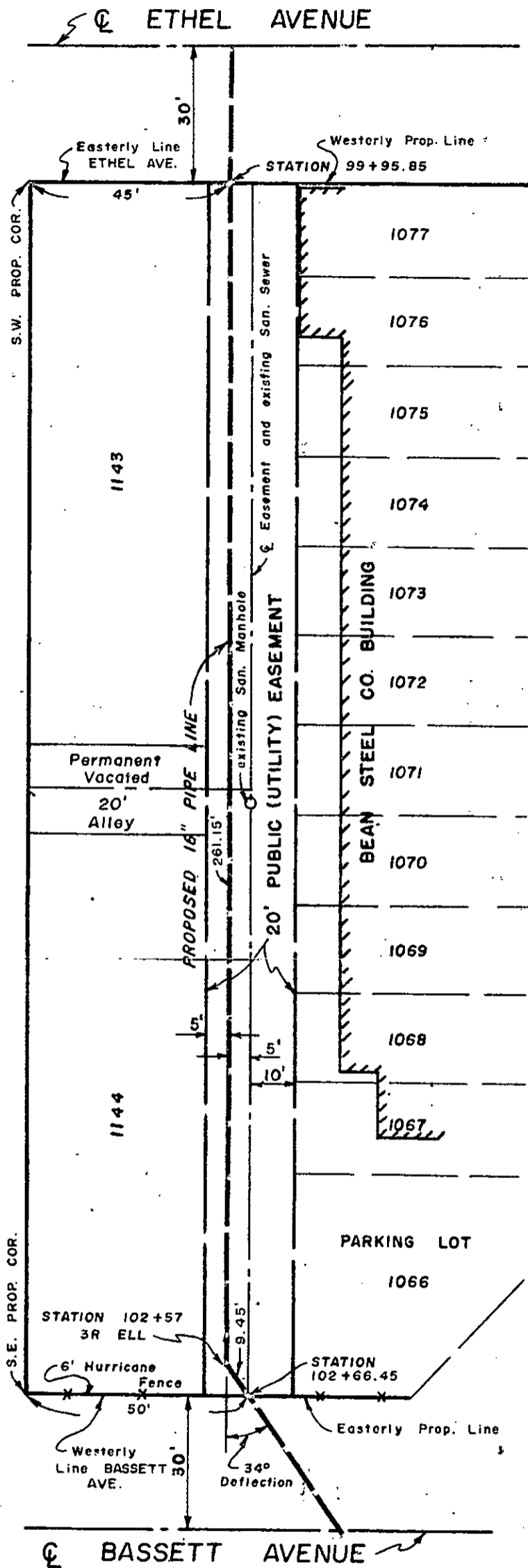


PROFILE

SCALE: HORIZ 1" = 20'



THOMAS I. SHELDON



**PROPERTY DESCRIPTION**

Situated in the City of Detroit, Wayne County, Michigan, more particularly described as:

Lots 1143 and 1144 and Lots 1066 to 1077 and alley between, inclusive, Marion Park Number 3, being a subdivision of part of Private Claim 699 and 75, City of Detroit, Wayne County, Michigan.

**PIPE LINE DESCRIPTION**

Beginning at a point on the Easterly line of Ethel Avenue and the Westerly line of the hereon described property, this point being 45.00 feet Northeastly of the Southwest corner of Lot 1143; thence running parallel the North-erly line of Lots 1143 and 1144 for a distance of 261.15 feet; thence deflecting 34°-0' to the left a distance of 9.45 feet to the Westerly line of Bassett Avenue and the Easterly line of hereon described property, this point being 50.00 feet Northeastly of the Southeast corner of Lot 1144.

Length of pipe crossing subject property 270.60 feet.



PREPARED BY  
**SHELDON B ASSOCIATES**  
 LICENSED LAND SURVEYORS  
 1430 NORTH COLE ST., LIMA, OHIO  
 PHONE (419) 228-4421

**BUCKEYE PIPE LINE COMPANY**

PROPOSED 16" PIPE LINE ON EXISTING  
 20' PUBLIC (FOR UTILITIES) EASEMENT  
 ACROSS BEAN AND WONBOY REALTY CO.  
 PROPERTY, 11811 PLEASANT STREET,  
 DETROIT, MICHIGAN

TOTAL FOOTAGE  
 270.60'

REVISIONS

DWN DRF	SCALE 1" = 30'	DATE AUG. 11, 1972
APPROV.	CHK.	NO. 5811 - C