

Detroit  
Edison

REAL ESTATE AND RIGHTS OF WAY

Invoice No. 2120014  
RX No. Occupation  
Project No. BO 2219  
Project Name Sale of Grand Trunk  
Land to The State of  
Michigan, Department  
of Natural Resources

Date: May 24, 1989  
To: Supervisor  
Records Center  
From: Thomas Wilson *TW*  
Real Estate Associate  
426 G.O.  
Subject: Additional Papers for Records Center File

Attached are papers related to the above sale of railway land. An assignment notice was received from Grand Trunk on May 24, 1989. The sale date was reported to be May 11, 1989.

Terms contained in these papers require action by the following:

The railroad records have been changed to discontinue payments and the Division has been notified to obtain new rights of way, if needed.

Please incorporate these papers into Records Center File No. 26530.

TW/blg

attachments

Serving Customers

*We're all a part of it!*

RECORDED RIGHT OF WAY NO. 26530

Detroit  
Edison

REAL ESTATE AND RIGHTS OF WAY

Project No.: BO 2219

RX No.: Occupation

RR: Grand Trunk

RC File: 26530

Date: May 24, 1989

To: James D. McDonald  
Senior Representative  
RE, R/W and Claims

From: Brenda L. Golson  
Real Estate Coordination  
Specialist-Railroads

Subject: Request for Right of Way

Attached are papers related to the assignment of the above Grand Trunk agreement, effective May 11, 1989. The railroad has sold its land to the State of Michigan, Department of Natural Resources.

Please determine if the facilities are still required. If required, please decide if you want to have Real Estate, Rights of Way and Claims acquire a right of way from the new owner.

Approved:



Thomas Wilson  
Real Estate Associate

TW/blg

attachments

cc: Gerald G. Borowski

Serving Customers

*We're all a part of it!*

RECORDED RIGHT OF WAY NO. 26530



PENN CENTRAL TRANSPORTATION COMPANY  
**PENN CENTRAL COMPANY**

PENN CENTRAL STATION ROOM 212  
DETROIT, MICHIGAN 48216  
Area Code 313  
825-7000  
-2-

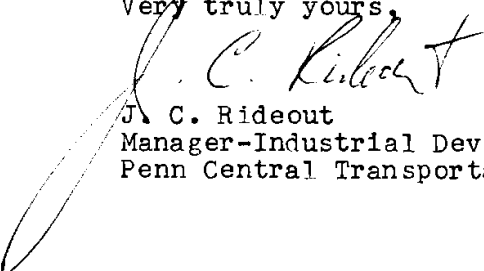
J. C. RIDEOUT  
MANAGER INDUSTRIAL DEVELOPMENT  
B. P. INKPEN  
ASST. MANAGER INDUSTRIAL DEVELOPMENT

3/31/70

Mr. Joe Strauss  
Rights-of-Way Department

I would appreciate hearing from you at your earliest convenience  
as our client is most anxious to proceed if this and other  
matters prove favorable.

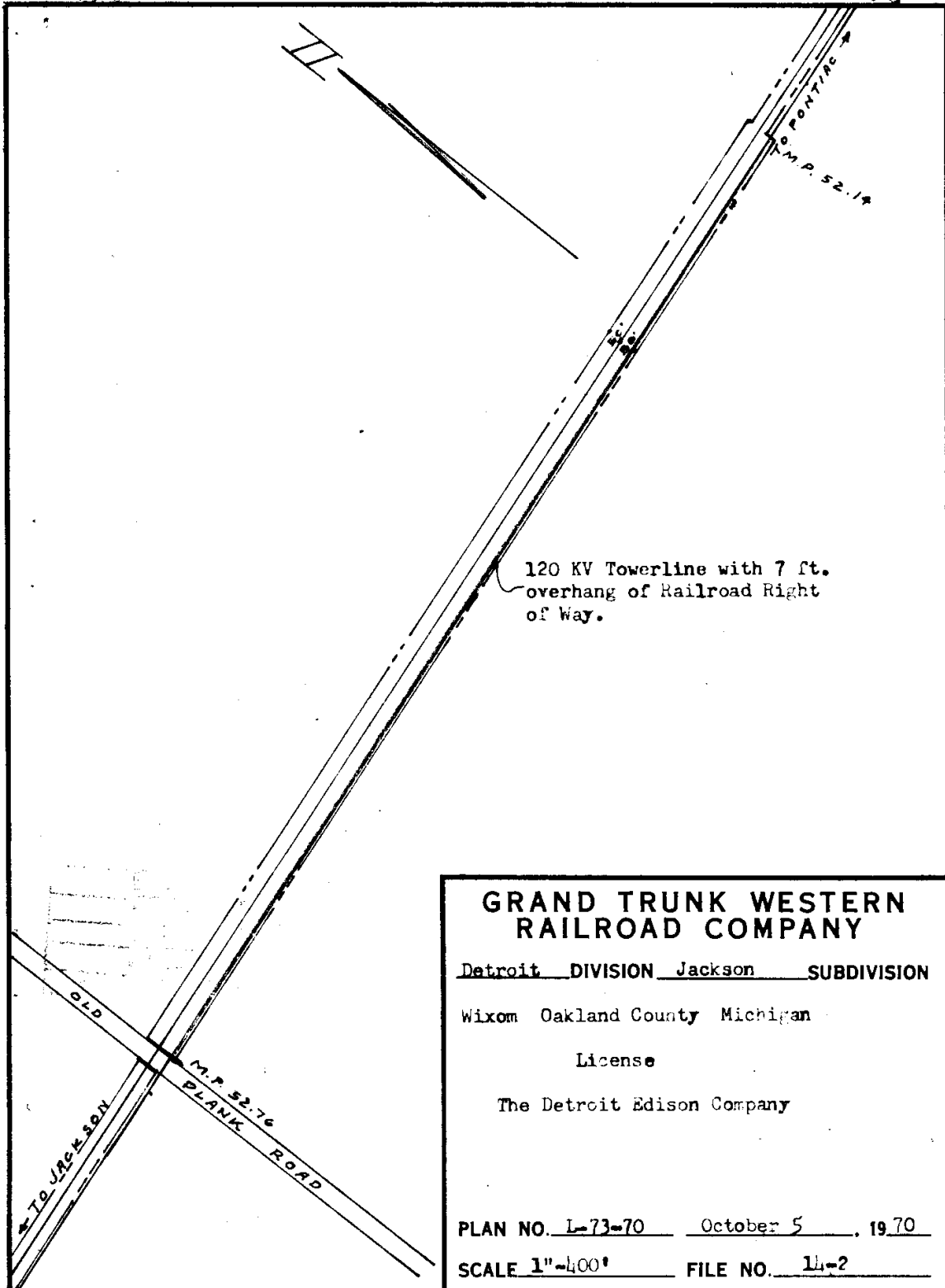
Very truly yours,

  
J. C. Rideout  
Manager-Industrial Development  
Penn Central Transportation Company

JCR/rw  
Att.

RECORDED FROM ORIGINAL NO. 26530

POST 5420 a.



120 KV Towerline with 7 ft. overhang of Railroad Right of Way.

### GRAND TRUNK WESTERN RAILROAD COMPANY

Detroit DIVISION Jackson SUBDIVISION

Wixom Oakland County Michigan

License

The Detroit Edison Company

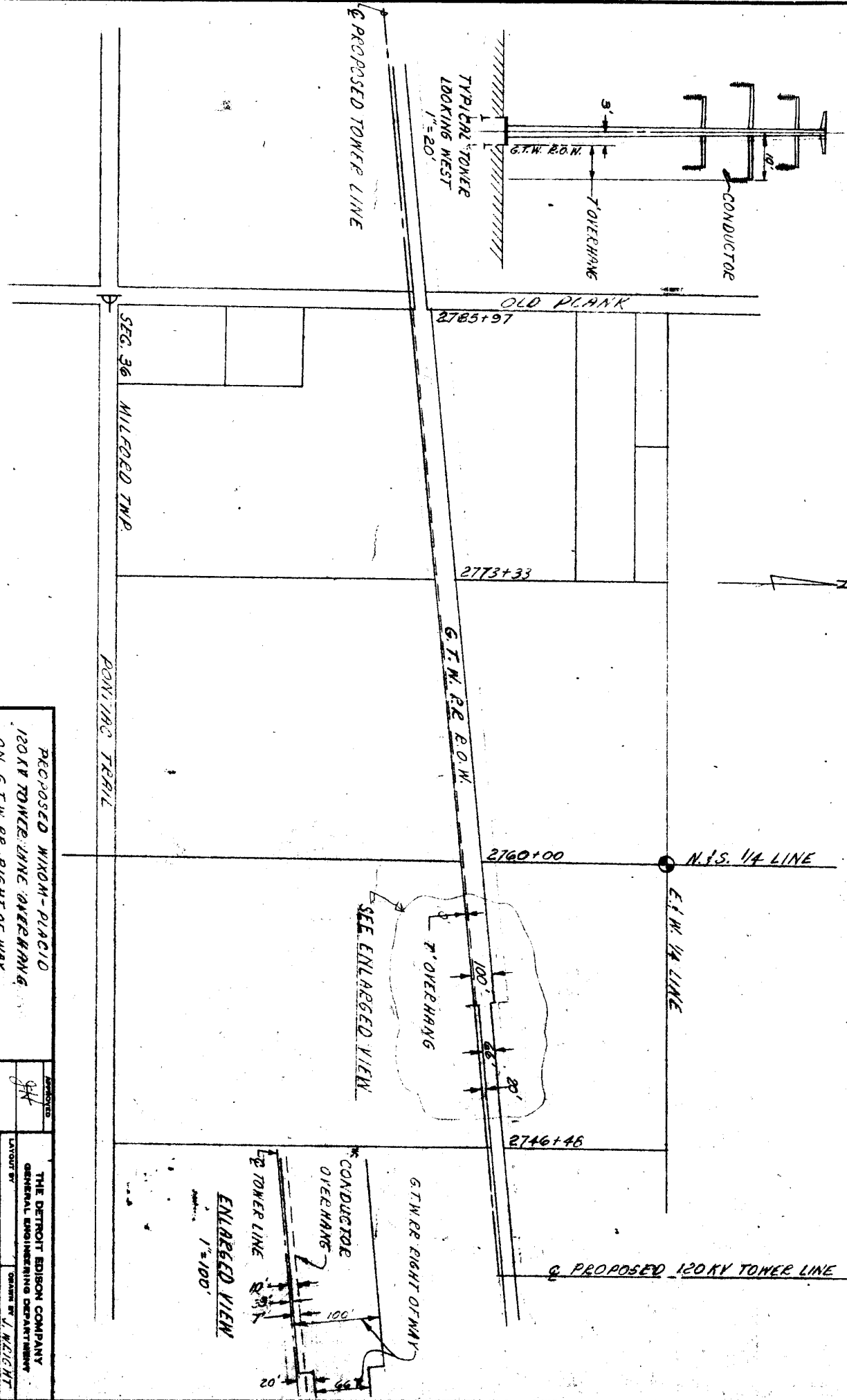
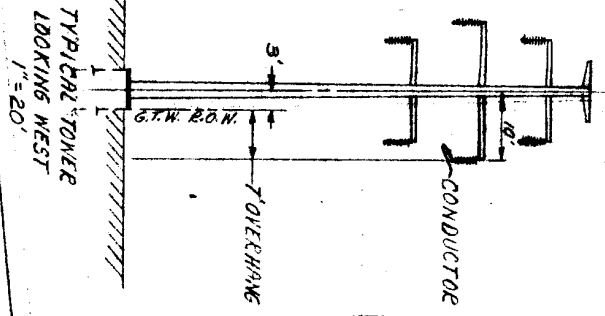
PLAN NO. L-73-70 October 5, 1970

SCALE 1"=400' FILE NO. 14-2

BOUNDARIES OF G. T. W. R. R. CO.  
FACILITY COVERED BY LICENSE

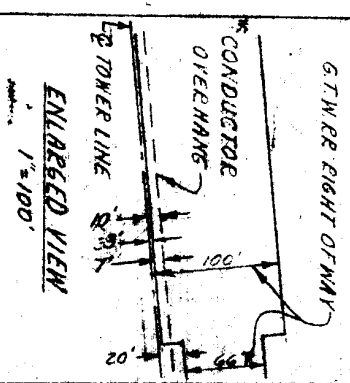
*J E Rosenkrantz*  
Engineer of Surveys  
and Construction

RECORDED RIGHT OF WAY NO. *216530*



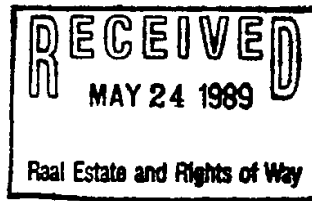
PROPOSED WINDMILL PLACED  
 120KV TOWER LINE OVERHANG  
 ON G.T.W. RE RIGHT OF WAY  
 MILFORD TWP., OKLAHOMA COUNTY

APPROVED	DATE	SCALE	DRAWN BY
<i>JH</i>	7-24-20	1"=400'	J. WEIGHT
THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT			
DRAWING NUMBER ED2-7212			



DE FORM BE 1-28

L-133-28



Grand Trunk Western Railroad Co.  
1333 Brewery Park Blvd.  
Detroit, MI 48207-2699

May 18, 1989

Mr. L. G. Sundstrom  
Public Agency Coordinator  
Real Estate & R/W Department  
Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Dear Mr. Sundstrom:

On May 11, 1989 we sold approximately seven miles of our abandoned right-of-way between Wixom and South Lyon in Commerce, Milford and Lyon Townships, Oakland County, Michigan, to the State of Michigan, Department of Natural Resources.

Your agreement with us dated January 26, 1983 was assigned to them at the closing. A copy of the Assignment form is attached. Any prepaid rent will be refunded to the State. Your next payment should be sent to the address shown below when it is due.

Yours very truly,

  
T. J. Rigley  
Manager, Property Management

CC: Mr. David A. Yankee  
Acquisition Supervisor  
Real Estate Division  
Department of Natural Resources  
P. O. Box 30028  
Lansing, MI 48909

RECORDED RIGHT OF WAY NO. 20530

ASSIGNMENT

EFFECTIVE May 11, 1988<sup>9</sup> for value received, the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan corporation, the Assignor, whose address is 1333 Brewery Park Boulevard, Detroit, Michigan 48207, hereby transfers and assigns to the State of Michigan, Department of Natural Resources, the Assignee, whose address is Stevens T. Mason Building, P.O. Box 30028, Lansing, Michigan 48909, all of its right, title and interest in and to the eleven (11) real estate leases and licenses listed on Exhibit A consisting of one (1) page attached hereto and made a part hereof.

GRAND TRUNK WESTERN RAILROAD COMPANY,  
a Michigan corporation

By T. J. Rigley  
T. J. Rigley  
Its Manager, Property Management

The undersigned hereby accepts the eleven (11) real estate leases and licenses listed on the attached Exhibit A and agrees to each and all of the terms, covenants and conditions contained therein as if they were made direct with the Assignee.

STATE OF MICHIGAN,  
DEPARTMENT OF NATURAL RESOURCES

By David C. Yankee  
Its ACO, SUPERVISOR

RECORDED RIGHT OF WAY NO. 26530

EXHIBIT A TO ASSIGNMENT BETWEEN GRAND TRUNK WESTERN RAILROAD  
COMPANY AND STATE OF MICHIGAN, DEPARTMENT OF NATURAL RESOURCES

<u>File &amp; Agmt. No.</u>	<u>Name</u>	<u>Date</u>	<u>Purpose</u>	<u>Rent</u>
187-8 3081	Panhandle Eastern Pipe Co.	6/1/42	18" gas main	\$10.00 PA
187-12 3766	Michigan Consolidated Gas Co.	7/1/49	12" gas main	\$10.00 PA
187-34 14636	Michigan Bell Telephone Co.	4/23/70	Underground wires	\$125.00 - 5 years
187-43 18245	Petrostar Energy	6/15/85	Oil and gas lease	\$500.00 PA
133-7 16594	New Hudson Elevator Co.	1/1/78	Lessee's bldgs. for elevator business	\$660.00 PA
133-25 16460	Adams Outdoor Adv.	5/9/78	Overhead wires	\$250.00 - 5 years
133-26 7166	Royalty Petroleum Co.	12/1/81	Oil and gas lease	\$700.00 PA
133-27 7479	Royalty Petroleum Co.	3/31/83	Oil and gas lease	\$360.00 PA
133-28 7457	Detroit Edison Co.	1/26/83	Drainage pipe & ditch	\$50.00 PA
212-5 1094	Michigan Consolidated Gas Co.	2/15/56	30" gas main	\$30.00 PA
212-14 4728	Detroit Edison Co.	10/28/70	Overhang of tower line	\$180.00 PA

RECORDED RIGHT OF WAY NO. 05976



THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Properties and Rights of Way Department

TO RECORDS CENTER: December 3, 1970

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

Grand Trunk Western Railroad R. R. File No. L-212-14

Facilities Covered: One 120,000-volt transmission line.

Specific Location: On South side of Right of Way, East of Old Plank Road.

R. R. Valuation Station \_\_\_\_\_ Mile Post \_\_\_\_\_

City/Village \_\_\_\_\_ Township Milford, (Section 36)

County Oakland Detroit Edison Plan No. ED2-7212

Agreement/~~Permit~~ Date October 28, 1970 R. R. Plan No. L-73-70

Preparation Fee \$205.00 Annual Rental \$180.00

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. \_\_\_\_\_

This is a Supplemental Agreement and is to be made a part of R/W \_\_\_\_\_

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

RECORDED  
DEC 30 70  
HB:dmk

6-13  
I. W. Gamble  
I. W. Gamble, Supervisor of Rights of Way

RECORDED RIGHT OF WAY NO. 21536

# OVERHEAD WIRES

THIS LICENSE, effective the 28th day of October, 19 70

## WITNESSETH:

That the GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation, hereinafter called the "Licensor," licenses and permits the THE DETROIT EDISON COMPANY, a New York Corporation, 2000 Second Avenue, Detroit, Michigan 48226, hereinafter called the "Licensee," to install, maintain and use a tower line consisting of overhanging wires and cross arms with supporting poles, towers, and appurtenances, overhead, upon, along and (or) across the right of way and tracks of the Licensor at Wixom in the County of Oakland, State of Michigan File No. L-73-70 the particular character and location of said facilities hereby licensed being indicated on the attached blue print which is hereby made a part hereof.

This license is granted upon the following terms, assent to which is signified by the signature of the Licensee, through its duly authorized officials.

1. The Licensor shall be put to no expense whatever in installing, maintaining, repairing, renewing or removing the said tower line and the other facilities hereby licensed. All expense thereof is to be borne by the Licensee.

2. Said tower line shall be installed, erected and at all times maintained at an elevation of not less than forty (40) feet above the top of the rails of the Licensor's tracks, and no pole, anchor, or any structure whatever shall be installed, erected or maintained with less than a lateral clearance of forty (40) feet from the nearest rail of any track of the Licensor, and each and all of the said tower line, ~~poles and towers~~ and their appurtenances connected therewith, shall be installed, erected and thereafter maintained at all times in perfect condition of repair and in a manner satisfactory to and subject to the approval and inspection of the Licensor's Chief Engineer and the Licensor's Superintendent of Railway Telegraph Service, and also in a manner and according to the specifications and approval of the public authorities having State and Local jurisdiction over such lines in said State of Michigan.

3. In case of any inductive interference with the telegraph or telephone wires of the Licensor, or in case of any interference in any way with the maintenance, operation or use by the Licensor of its right of way, tracks, structures, or other property, or property in its care, resulting from the tower line, ~~poles or towers~~ and their appurtenances hereby licensed, then in that case the Licensee, at its own expense, agrees to take any steps necessary to eliminate such interference.

4. The Licensee hereby indemnifies and agrees to save and keep the Licensor harmless from any loss to property of the Licensor, Licensee or third parties, or from having to pay any money to persons whether employees of the Licensor, Licensee, employees of Licensee or third parties, based upon the proof or allegation that any person or property has been injured or damaged by reason of the installation, maintenance, repair, renewal or removal of the facilities hereby licensed, or by reason of the sagging or breaking of said tower line, or by reason of the condition of said tower line and other facilities hereby licensed, or by reason of said tower line and other facilities being over, along, across or on the right of way of the Licensor, no matter how caused. This indemnity shall include liability for injury and damage to persons or property arising under the common law, or State or Federal statutes, and shall be in force and effect regardless of any negligence of employees of the Licensor in the premises. The Licensee undertakes and agrees that in case claim is made or suit is instituted against the Licensor for said 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.

5. This license is given for the period of one year and thereafter from year to year, but at all times the same may be revoked by the Licensor, or cancelled by the Licensee, upon thirty (30) days' previous written notice of such intention, any notice to be given to the Licensor hereunder to be addressed only to its Property and Tax Commissioner, at Detroit, Michigan, who, it is understood, constitutes its agent for such purpose, and provided, further, that the Licensor may at any time designate another agent for such purpose.

6. On the cancellation or revocation hereof, the Licensee, at its own expense, agrees to remove the said tower line, and its other facilities hereby licensed, 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.

RECORDED RIGHT OF WAY NO. 24532

7. 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 **TWO HUNDRED FIVE (\$205.00) DOLLARS** and thereafter, annually, in advance, the sum of **ONE HUNDRED EIGHTY (\$180.00) DOLLARS** per annum.

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

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:

*Elaine Kuyama*

**GRAND TRUNK WESTERN RAILROAD COMPANY,**  
a Michigan Corporation -

BY *[Signature]*  
Its - Manager of Real Estate & Tax

II *I. W. Gamble*  
IVAN W. GAMBLE

**THE DETROIT EDISON COMPANY,**  
a New York Corporation -

BY *[Signature]*  
Its - R. Q. DUKE, DIRECTOR  
Properties and Rights of Way Dept.

G. T. W. APPROVALS	
<i>[Signature]</i>	LEGAL DEPT. AS TO FORM
<i>[Signature]</i>	CHIEF ENGR.
<i>[Signature]</i>	REAL ESTATE TAX DEPT.
<i>[Signature]</i>	SUPT. OF COMM.

APPROVED AS TO FORM  
LAW DEPARTMENT  
*[Signature]*

LICENSE

FROM

TO

FOR

AT

Date

Expires

Rental

RECORDED RIGHT OF WAY 26530

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

GENERAL ENGINEERING DEPARTMENT

August 7, 1970

I. W. GAMBLE

*IW*  
AUG 12 1970

MEMORANDUM TO:

PROP. & R/W DEPT.

Mr. I. W. Gamble  
Supervisor of Rights of Way

SUBJECT: Request from Mr. J. C. Rideout Concerning  
Construction of a Spur R.R. Track over  
Tower Line Right of Way in Section 21,  
City of Warren, Macomb County

The above request has been reviewed by the Transmission Project  
Section of the General Engineering Department. Answers to Mr. Rideout's  
questions are as follows:

1. The right of way incumbers the property described in file number 6266. If requested by the property owner to limit and define the right of way, we will request our standard 45-feet on either side of the tower centerline with an additional 30-feet for tree rights. The 45-foot line west of the tower centerline is shown reasonably accurate on Mr. Rideout's plan.
2. We have no objections to the proposed building being constructed on a line 45-feet west of the centerline of the existing towers. We, also, have no objections to the construction of a spur track between the building and the centerline of the towers.
3. Parking and the storage of material is permitted within the easement area. However, The Detroit Edison Company can not be held liable for damage to cars or material in the easement and the materials to be stored are not to be of a flammable nature.

*E. C. DeBaene*

E. C. DeBaene, Division Director  
Lines Engineering Division

Approved by:

*C. M. Heidel*  
C. M. Heidel, Manager of  
Engineering - General

REB/olw

cc: J. C. Hill  
J. S. Wenger

RECORDED INDEXED ON FILE NO. 2653C



PENN CENTRAL TRANSPORTATION COMPANY  
**PENN CENTRAL COMPANY**

PENN CENTRAL STATION ROOM 212  
DETROIT, MICHIGAN 48216  
Area Code 313  
825-7000

J. C. RIDEOUT  
MANAGER INDUSTRIAL DEVELOPMENT  
B. P. INKPEN  
ASST. MANAGER INDUSTRIAL DEVELOPMENT

March 31, 1970

Mr. Joe Strauss  
Rights-of-Way Department  
The Detroit Edison Company  
Room 310  
2000 Second Avenue  
Detroit, Michigan 48226

Dear Mr. Strauss:

Please refer to our telephone conversation date concerning our desire to determine the Detroit Edison easement across property in Center Line and Warren, Michigan.

Attached is a plan indicating the property in green on which it is proposed to construct a new 50,000 sq. ft. warehouse. The warehouse is indicated in hatched red, a proposed rail spur is indicated in yellow, and, in blue, an "assumed" power line easement is shown. My questions are as follow:

1. Is the easement as shown correct?
2. The developer of this property would like to be able to effectively use as much of it as possible. They would like to be able to place the building farther to the east if the easement width can be reduced so such a building can be constructed within the easement area. Will you please advise whether the building can be moved farther to the east and, if so, how much farther?
3. Within the easement area, can any or all of this area be used for parking lot area, outside storage, etc.?

RECORDED RIGHT OF WAY NO. 26530