

**Detroit  
Edison**

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

May 13, 1987

T. J. Rigley  
Manager, Property Management  
Grand Trunk Western Railroad Company  
131 West Lafayette Boulevard  
Detroit, MI 48226

Dear Mr. Rigley:

The Detroit Edison Company has carefully evaluated your request for rental increases. In response, we have developed a financially responsible proposal that recognizes unrealistic rents by today's standards. In addition, we are proposing to convert other than annual rentals to annual rentals.

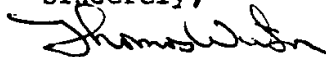
The Detroit Edison Company will consider increasing the rent on 376 agreements by establishing a minimum annual amount of \$50.00 each. This would be a 268% increase. The low rentals for these 376 agreements have been in place for many years and in some cases decades. We believe a \$50.00 minimum is realistic today and for the foreseeable future.

We propose amending the agreements for low dollar level non annual agreements to annual payment agreements. A copy of our listing of these agreements is enclosed.

If this proposal is acceptable, we will update our computer record to begin immediately to reflect the new \$50.00 minimum, effective January 1, 1988. T.J.R.

Please concur with this plan and return a signed copy of this letter. When we receive it we will update our records.

Sincerely,



Thomas Wilson  
Real Estate Associate

AGREED TO:

  
\_\_\_\_\_  
T. J. Rigley  
Manager, Property Management

Date February 1, 1988

RRT/blg  
enclosure

RECORDED RIGHT OF WAY NO. 28219

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

September 27, 1972

TO RECORDS CENTER:

Attached is fully executed copy of agreement ~~Agreement~~ from:

Grand Trunk Western Railroad Company Railroad File No. L-159-513

Facilities Covered:

Sixteen 5" concrete encased ducts in a 36" steel pipe with 9/16" wall thickness. One duct will contain a 40,000-volt transmission cable and the balance of 15 ducts will be vacant.

Specific Location:

At a point 600 feet North of East Walton Boulevard, East of New York Street deadend.

R. R. Valuation Station \_\_\_\_\_ Mile Post 2.82

City/Village ~~Village~~ Pontiac Township \_\_\_\_\_

County Oakland Detroit Edison Plan No. U3-4-8340

Agreement ~~Agreement~~ Date Sept. 6, 1972 R. R. Plan No. L-61-72

Preparation Fee \$100.00 Annual Rental \$35.00 due Jan 1, each year  
(first year - 9-6-72 to 12-31-73)

Supersedes and Cancels Agreement dated \_\_\_\_\_

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

Attached Grand Trunk Western Railroad Permit No. \_\_\_\_\_ to be made a part

REFERRED of R/W No. 9064.

McDemers - map case  
PSC 11-6-72

RECORDS CENTER

RECEIVED OCT 20 '72

IGNIER MADE

HB:dmk

*Walter R. Brandon*  
I. W. Gamble  
Assistant to Director

10-25-72  
P. Evers

RECORDED IN CITY OF WAY NO. 28317

Office of Engineer of Surveys & Construction  
Grand Trunk Western Railroad Company  
400 East Atwater Street  
Detroit, Michigan 48226  
Phone: 962-2260 x259  
File: 22A-3  
August 28, 1972

I. W. GAMBLE

AUG 29 1972

R/E & R/W DEPT:

Mr. I. W. Gamble  
Assistant to Director  
Real Estate & Rights of Way Dept.  
The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Dear Mr. Gamble:

Reference your letter of August 23, regarding proposed undercrossing of 16 concrete encased ducts in a 36" steel casing pipe under our single main track and right of way at M.P. 2.82, Cass City Subdivision, Pontiac, Michigan.

Installation as shown on latest revision to your Drawing U3-4-8340 is approved. License and markers are required.

**A RAILROAD INSPECTOR MUST BE ON THE JOB WHILE ANY WORK IS BEING PERFORMED.**

The Railroad Company shall be reimbursed for any necessary expense it is put to incidental to the installation of the casing pipe and carrier pipe, including inspection charges. These are \$97.00 per 8-hour day (min. charge per day) and \$12.70 per hour for each additional hour in excess of 8 hours that the inspector works. This office shall receive seventy-two hours notice, exclusive of Saturdays, Sundays and holidays, before any work is performed on Railroad property to allow time to assign an inspector. Such notification will only be accepted from the owner of the undercrossing or his duly authorized agent. Notification not accepted from the contractor. In the event a Railroad Inspector cannot be made available, it may be necessary to change the program of work.

The casing pipe shall have a minimum cover of 7.3' ± below the lowest base of rail and be a minimum of one foot below line of Railroad right of way ditches, if any.

Casing pipes, maximum diameter of 34", shall be installed by the jacking process for the full distance between jacking pits, locations for which are hereinafter specified and in the jacking process boring and excavating shall not be performed more than 6" beyond the casing pipe being jacked, unless otherwise authorized.

Larger casing pipe (min. inside diameter of 36" is usually necessary to provide working room) shall be installed by the excavating and jacking process and a proper circular metal shield or poling plates must be used over the top radius of the pipe, and covering its total horizontal projection, to provide a working chamber for excavating ahead of the pipe. Details of the equipment and method to be used in such cases to be approved by Railroad.

RECORDED RIGHT OF WAY NO.

28317

TRANSMIT TO RECORDS CENTER WITH AGREEMENT

The face of the jacking pits closest to the track shall be located according to the requirements of the Railroad. The pits shall be located so that the intersection of the face of the pit nearest the track with the bottom of the pit will be outside a theoretical slope line of 1½ horizontal 1 vertical down from the end of the track ties. But in no event shall the horizontal distance from the top of the pit to the end of track ties be less than 15' (19'3" to center of track) measured at right angles to the centerline of track. If required, the jacking pits shall be adequately sheeted and shored, as specified by the Railroad. The entire jacking operation shall be so conducted as to guarantee uninterrupted train operation and upon completion of the installation, the Railroad Company's property shall be left in a neat and level condition with all pits filled and thoroughly compacted.

The casing pipe shall be installed by a reliable and qualified contractor with proper jacking equipment and well versed in the jacking process.

Contractual insurance required for the installation will be specified in the license agreement. Information on insurance can be secured by contacting Mr. W. P. Collins, Manager of Real Estate & Tax.

Two standard underground facility markers will be furnished and installed by the Railroad at a cost of \$50 each to the licensee, where installation is on Railroad land, unless location is marked by applicant.

When installation is made across Railroad Company's private right of way, it is necessary that it be covered by Railroad's standard license including a rental fee. License will be prepared by Mr. W. P. Collins, Manager of Real Estate & Tax, Detroit, Michigan 48226. Applicant will not be permitted to enter onto Railroad property until license is executed. Licensee must accept the General Procedure and Installation Specifications and agree to execute license to cover installation when offered by Real Estate Department. This license will not cover the operation of heavy mechanical equipment along or across Railroad right of way. The licensee shall deal with the Railroad's Engineer of Surveys & Construction to obtain separate permission covering such operations.

Kindly acknowledge your understanding of Railroad's requirements by signing duplicate copy and returning.

Very truly yours

*F. E. Rosenkranz*  
F. E. Rosenkranz  
Engineer of Surveys & Construction

ACCEPTED:

*Louis P. Belletini*  
L. P. Belletini  
Engineering, Planning & Layout Supervisor  
Transmission and Distribution Dept.  
August 30, 1972

Terms and Conditions Accepted

THE DETROIT EDISON COMPANY

Applicant

By *I. W. Gamble*  
I. W. Gamble, Assistant to Director  
Date Real Estate and Rights of Way Dept.

August 31, 1972

APPROVED AS TO FORM  
LAW DEPARTMENT

RECORDED FROM COPY NO. 18814

L-159-512

3  
per GTWRK  
agreement  
OFFICE  
HUB

# UNDERGROUND FACILITY

MEMORANDUM OF LICENSE AND AGREEMENT, effective the 6th day of September, 19 72,  
by and between GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation,  
hereinafter called the "Licensor," of the first part, and THE DETROIT EDISON COMPANY, a New York  
and 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 16 concrete ducts  
encased within a 36-inch steel casing pipe.

upon, along and (or) across and underneath the surface of the premises and right of way of the Licensor at  
Pontiac (Mile Post 2.82), County of Oakland  
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 other-  
wise, to install, maintain and use the facilities aforesaid at the point, County and State aforesaid, and in the  
location indicated in red on the attached Plan L-61-72 which is hereby made a part  
hereof.

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 1.3 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, exclusive of 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 man-  
ner 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. 28817

8. 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 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 Tax 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 period September 6, 1972 to December 31, 1973 ONE HUNDRED THIRTY-FIVE (\$135.00) DOLLARS and thereafter, annually, in advance, the sum of THIRTY-FIVE (\$35.00) 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. As part consideration for the privilege herein granted, markers of a permanent nature shall be installed, as described in sample specification sheet marked Journal W-7150 attached hereto and made a part hereof. Said installation shall be performed by the Licensor at the sole cost and expense of the Licensee.

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:

*(Signature)*

GRAND TRUNK WESTERN RAILROAD COMPANY,  
a Michigan Corporation -

BY *(Signature)*  
Its - Manager of Real Estate & Tax

THE DETROIT EDISON COMPANY,  
a New York and a Michigan Corporation -

BY *(Signature)*  
Its - **W. C. ARNOLD, DIRECTOR**  
Real Estate and Rights of Way Dept.

XX *(Signature)*  
IVAN W. GAMBLE

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

APPROVED AS TO FORM  
LAW DEPARTMENT

*(Signature)* 7-2-72

LICENSE

FROM

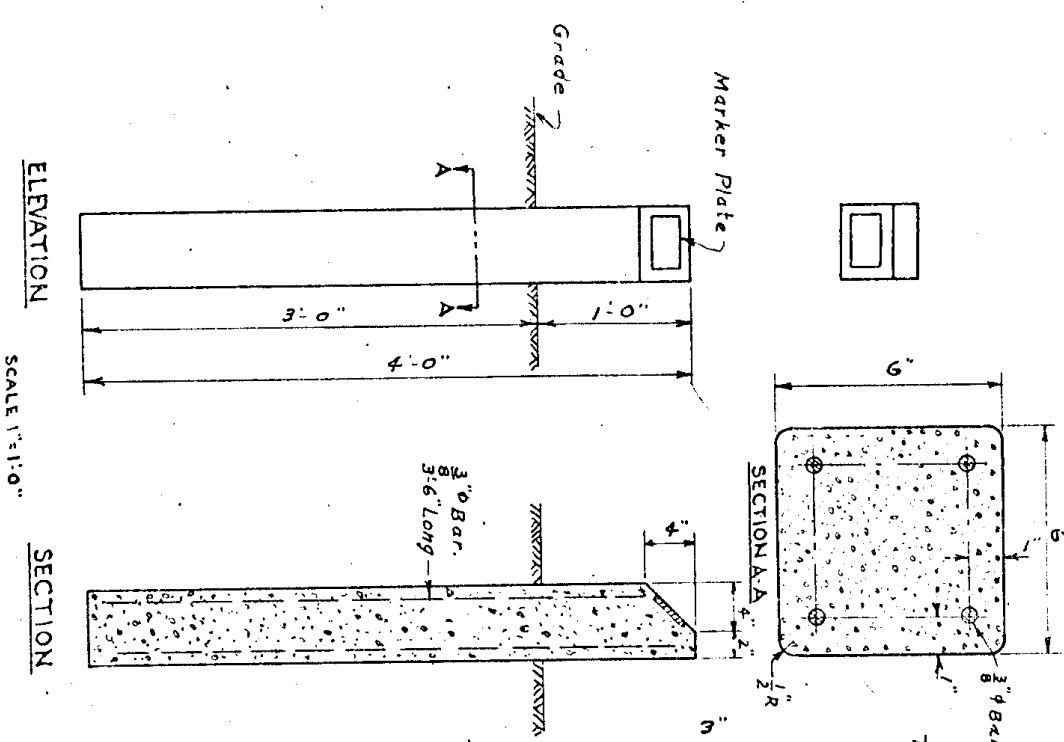
TO

FOR

AT

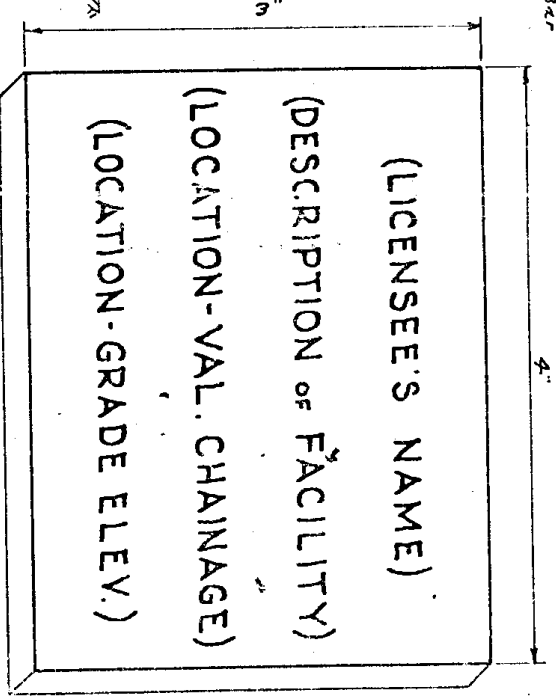
Date  
Expires  
Rental

P-159-513



ELEVATION  
SCALE 1"=1'-0"

SECTION



**TYPICAL MARKER PLATE**  
SCALE: FULL SIZE

Marker plate to be aluminum with lugs. Cast in place on face of concrete post.

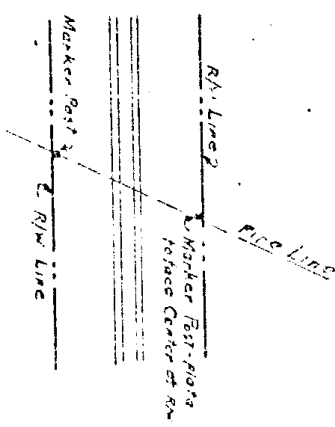
Letters to be stamped on plate with steel letter dies. Lettering shown is typical only and will vary with location to show type of facility and location.

RECORDED HERE ON MAY NO. 28314

Location of Marker Posts to be decided by the Division Engineer.

Other types of markers may be installed if approved by the Railroad's Chief Engineer.

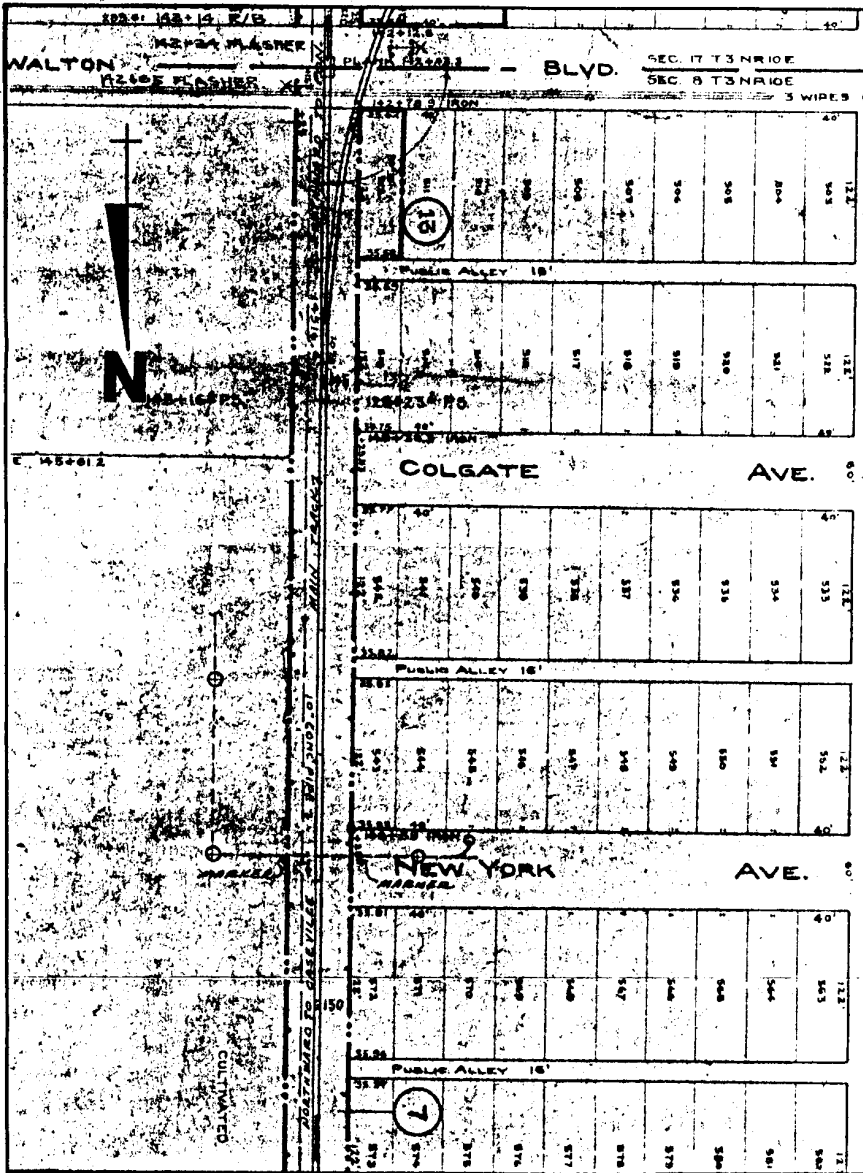
TYPICAL LOCATION  
SCALE: 1"=100'



REVISED - 11-19-48 R.R.C.

GRAND TRUNK WESTERN RAILROAD  
STANDARD REINFORCED CONCRETE  
MARKER POST FOR  
UNDERGROUND FACILITIES

SCALE: NOTED  
OFFICE OF CHIEF ENGINEER  
DETROIT, MICHIGAN  
JAN. 2, 1947



CONDUIT UNDERCROSSING TO CONSIST OF 16 DUCTS IN A 36" STEEL CASING PIPE. CASING PIPE TO HAVE A WALL THICKNESS OF 9/16" AND BE AT A DEPTH OF 7.3' - BELOW BASE OF RAIL. M.P. 2.82

DETROIT EDISON CO.  
CONDUIT DUCTS  
7.3' - BELOW BASE OF RAIL  
STA. 148+79

DETAIL OF MARKERS

GRAND TRUNK WESTERN RAILROAD COMPANY

DETROIT DIVISION CASS CITY SUBDIVISION

PONTIAC, OAKLAND COUNTY, MICHIGAN

LICENSE

THE DETROIT EDISON COMPANY

PLAN NO. 161-72 AUGUST 30 1972

SCALE 1" = 100' FILE NO. 22A-3

BOUNDARIES OF G. T. W. R. R. CO.

FACILITY COVERED BY LICENSE

*H. E. Rosenkrantz*  
Engr. of Surveys & Constr.

RECORDED HEIGHT OF WAY NO. 7182

*5,000 Prop Fee*  
*535 Annually due Jan 1 each yr*  
*(First year 9-6-72 to 12-31-73)*