



6737 Southpoint Drive, South
Suite 100
Jacksonville, Florida 32216
(904) 279-4515
FAX (904) 279-4586
or (904) 279-4581

T. R. Jackson
Assistant Vice President

DUPLICATE ORIGINAL

March 19, 1992

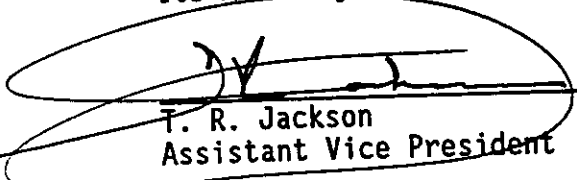
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

Dear Mr. Wilson:

This letter will confirm our understanding and agreement that for One Dollar and Other Valuable Consideration paid by the Detroit Edison Company (DE) effective as of April 1, 1992, CSX Transportation, Inc., hereby waives future rental requirements (provided there shall be no refunds of any prepaid rentals) and termination rights for the now existing aerial and underground wireline and pipeline crossing agreements identified on the attached Exhibit A. Except as described in the preceding sentence, the terms of all such agreements remain unaltered and in full force and effect.

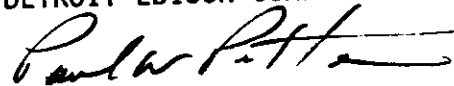
Please indicate your understanding and acceptance of the foregoing by having the duplicate original of this letter executed on your behalf and return to the undersigned. No further revision of the individual license agreements will be necessary to effect the changes set forth in the first sentence of the first paragraph other than this letter exchange, which will constitute a supplement to each agreement.

By: CSX TRANSPORTATION, INC.
CSX Real Property, Inc.
Its Attorney-in-Fact


T. R. Jackson
Assistant Vice President

TRJ:hkm

THE FOREGOING IS UNDERSTOOD AND AGREED THIS 19th DAY OF MARCH, 1992.

DETROIT EDISON COMPANY


BY: _____
Title: Paul W. Potter, Director -
Corporate Real Estate

RECORDED RIGHT OF WAY NO. 12645

SEE:
RECORDED RIGHT OF WAY NO. 49790

Detroit Edison

Vicki C. Sullivan
Supervisor
To: Records Center

March 31, 1987

From: Brenda L. Golson
Real Estate and Rights of Way ~~Department~~

Subject: CSX Transportation, BT 9268, R.C. File 12645, RX 2618A
Subtransmission, City of Vassar, Tuscola County, SE ¼, Section 7
T11N-R8E, 410 feet east of Water 60 feet north of Beech

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 9	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 27
02	00D4357	2	12645	2618A	2	082949
Payment Frequency 28	Rental 29	OH-UG Code 34	Division 35	County 36	City or Township 44	Section 46
A	00005	1	5	11	VASSAR	07

Location															
41	410 ft E of Water 60 ft N of Beech														80

Update Type Codes
1 = New Agreement
2 = Revised Agreement
3 = Terminated Agreement

~~The Accounts Payable Department is requested to start or change the rental payment effective~~

Approved Thomas Wilson
Thomas Wilson, Real Estate Associate

- cc: Accounts Payable
 Service Planning L. M. Dean
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 12645



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

January 26, 1987

W. B. VanderVeer
Division Manager
CSX Transportation
12780 Levan Road
Post Office Box 3316
Livonia, MI 48150

RECEIVED CSX TRANSPORTATION
DIVISION MANAGER
LIVONIA MICHIGAN 48150

JAN 27 1987

Proposed Overhead Wire Crossing:

FILE _____

Span B - C

Replace 3 #3/0 ACSR wires (40,000 volt) with 1 #3/0 ACSR shield wire and 3 #636 MCM wires (4800 volt).
Replace 70 ft. pole (C) with 75 ft. pole.

APPROVED
W. B. VanderVeer
DIVISION MANAGER

Specific Location

On railroad property 410' E of Centerline of Water Street
in the SE 1/4, Section 7, City of Vassar, Tuscola County.

RECORDED RIGHT OF WAY NO.

12645

R.R. Valuation Station 897 +80 R.R. Mile Post 19

City ~~Vassar~~ Vassar Township _____

County Tuscola Detroit Edison Plan Attached RX 2618A

This is a New Crossing No This is a Reconstruction of Existing Crossing Yes

Previous Agreement Information (if any) Date August 29, 1949 (R.R. Plan) _____

Blanket Waiver of Hearing Covers _____ Waiver of Hearing Requested _____
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

Thomas Wilson
Thomas Wilson
Real Estate Associate



Real Estate and Rights of Way Department
Railroad Crossing Application - Overhead

BT9268
RC 12645

DE 963-6064 6-85 CS

Please Print

Railroad Name Chesapeake & Ohio R.R.				Department Order B-86232	
Revision From RX No. (Available From Record Center (Ext. 78498)) RX-2618		New RX No. or R/W No. RX-2618A		Spans + B-C	
Location: City/Township City of Vassar		Town T- 11N	Range R- 8E	County Tuscola	1/4 Section SE 1/4 SE 1/4
Location Description Crossing R.R. 410' E. of Centerline of Water St.					

This Crossing:
 Is within the public road right-of-way or Is on railroad property Provides service to the railroad (If yes, check box)

Crossing Data

Detailed On Attached Drawing
RX-2618A

Railroad Mile Post (Number) 19	State Permit No. Existing Ed.No. 2618	Date 12-11-86	Distance to Crossing from Mile Post (in feet) 909 Ft.
--	---	-------------------------	---

Existing							Proposed						
Type of Structure							Type of Structure						
<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel							<input checked="" type="checkbox"/> Wood <input type="checkbox"/> Steel						
Conductors				Poles			Conductors				Poles		
Span.	No. Size	Kind	Voltage	Location	Length	Class	Span.	No. Size	Kind	Voltage	Location	Length	Class
AD	3-3/0	ACSR	40 KV	A	65	2	AD	1-3/0	ACSR	shield	A	65	2
				B	70	2		3-636	B	4.8 KV	B	70	2
				C	70	2					C	75	1
				D	65	2					D	65	2

Summary of Line Changes (continue on separate sheet if necessary)

Replace 3 #3/0 ACSR wires (40,000 volt) with 1 #3/0 ACSR shield wire and 3 #636 MCM wires (4800 volt)

Replace 70 ft. pole (C) with 75 ft. pole

Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60° final sag. (If different indicate on drawing)	From Top of Rail to Nearest Wire	34 Ft.
	Railroad Communication or Signal Lines	Ft.

* Materials shall be as noted in the current revision of Detroit Edison's General Specifications for Overhead Line Construction at Railroad Crossings.

Actual field dimension may vary from those indicated. However, the clearances shall be in compliance with the current revisions of Order Nos. 1679 and 1868 of Michigan Public Service Commission.

Designed By L.M. Dean	Date	Checked By	Date
Company Location Lapeer Office	Phone No. 664-2914	Thumb Division	

Distribution: - Original - Service Planning Yellow Copy - Railroad Pink Copy - RE & RW

RECORDED RIGHT OF WAY NO.

12645

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

1949 SEP 7 PM 4 24

Noted
TREASURER'S OFFICE

B-

September 7, 1949

MR. A. S. ALBRIGHT, Treasurer
1010 General Offices

RE: RAILROAD CROSSING - RX-2618. THE CHESAPEAKE AND OHIO RAILWAY COMPANY - CITY OF VASSAR, TUSCOLA COUNTY, MICHIGAN.

Attached for the General Files is fully executed copy of Agreement dated August 29, 1949, covering a crossing over tracks of The Chesapeake and Ohio Railway Company in private property at a point 410 ft. East of the center line of Water Street, 909 ft. East of M.P. Sag. 19 and 60 ft. North of the center line of Beech Street, in the City of Vassar, Tuscola County, Michigan. This location is referred to by the Railroad as being at their Survey Station 897 plus 80 at Vassar. This crossing is shown on our Plan RX-2618.

The Agreement calls for an initial fee of \$10.00 and annual rental of \$5.00.

RIGHT OF WAY FILE NO. 12645

R. H. Taylor
Right-of-Way Agent

R. H. Taylor/HB
encl.

Right of Way
9/15/49
WLB

REFERRED TO
<i>CAF</i>
<i>WLB</i>
<i>WLB</i>
<i>WLB</i>
<i>WLB</i>
<i>WLB</i>
<i>WLB</i>

GENERAL FILES
RECEIVED SEP 8 1949
CLASSIFICATION:
R/W 12645

THIS AGREEMENT made this 29th day of August, A. D. 1949, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called "first party," and THE DETROIT EDISON COMPANY, a New York corporation, hereinafter called "second party."

W I T N E S S E T H:

WHEREAS, second party desires to construct and thereafter maintain an electric transmission line over and across first party's Pere Marquette District, Toledo-Ludington Division right of way and track at Survey Station 897 plus 80 of said right of way in the southeast quarter of the southeast quarter of Section 7, Town 11 North, Range 8 East, Tuscola County, Michigan, which location is shown in red on Drawing No. A-16-G-19-1, hereto attached and made a part hereof, and has requested first party to grant it the right so to do.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

First party grants to second party, at its request, so far as it may lawfully do so, the right to construct, operate, and maintain said transmission line over and across said right of way and track at the location aforesaid, upon the following terms and conditions, however, which are hereby agreed to and accepted by second party:

1. Second party shall construct said transmission line at its own cost and expense, and shall likewise at its own expense operate and maintain the same at all times hereafter in a safe and proper condition.
2. Said transmission line, which will extend upon and across first party's right of way in the location aforesaid, will consist of three No. 000 ACSR wires carrying 40,000 volts. The crossing shall be maintained with a clearance of thirty-five and one-half ($35\frac{1}{2}$) feet above the top of rails of first party's track.
3. No poles shall be located on first party's right of way in connection with said transmission line.
4. Second party shall obtain permission and authority from the Michigan Public Service Commission for the construction, operation, and maintenance of the transmission line as aforesaid, and shall at all times observe all requirements of public authority governing or respecting the same. Second party shall construct said transmission line in accordance with its standards of construction on file with and approved by the Michigan Public Service Commission and in accordance with its Drawing RX-2618.
5. Second party shall at all times hereafter assume all liability, if any, for loss, damage, or injury to persons or property, including the property of first party, second party, and of third parties, and injury to all persons whether or not they are employees of the parties hereto or are third parties, caused either wholly or in part by, or resulting from, the construction, installation, maintenance, existence, use, repair, renewal, or removal of the transmission line covered by this grant in the location aforesaid, including all liability, if any, for loss, damage, or injury to all persons whomsoever, and to all property whatsoever, engaged or used in or about the construction, installation, maintenance, existence, use, repair, renewal, or removal of said transmission line, whether caused by the engines, cars, or trains of first party, or otherwise, and will protect, indemnify, and save harmless first party, its lessees, successors, and assigns, from and against such liability.
6. Second party shall pay to first party the sum of Ten Dollars (\$10.00) on execution of this agreement toward the cost of preparing the same. Second party shall pay to first party as a rental charge for the use of its premises the sum of Two and 50/100 Dollars (\$2.50) on the execution of this agreement to cover the period from the date hereof to December 31, 1949, and thereafter, commencing January 1, 1950, the sum of Five Dollars (\$5.00) per annum, in advance, for each and every year, or fraction thereof, during which this agreement shall remain in force and effect.

RIGHT OF WAY FILE NO. 12645

paid.

7. This agreement shall continue in force and effect until terminated by sixty (60) days' notice in writing from either party to the other party of a desire to terminate the same. Upon the giving of such notice, second party agrees to remove, at its own expense, the said transmission line from the right of way of first party and to restore and leave said right of way in as good condition as before the installation of said facility. In the event second party shall fail so to do before the expiration of sixty (60) days after such notice of termination by either party has been given to the other party, then first party may perform the work of removal and restoration at the expense of second party. Second party shall repay to first party all such expense within thirty (30) days after bill for same has been presented to second party.

8. This agreement shall inure to the benefit of and be binding upon the lessees, successors, and assigns of the parties hereto, but any assignment by second party of this agreement, or of any rights thereunder, shall be void unless made with the written consent of first party.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written.

APPROVED
AS TO FORM
[Signature]

Approved by
Contract
Committee
[Signature]

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *[Signature]*
Its Vice President and General Manager

THE DETROIT EDISON COMPANY

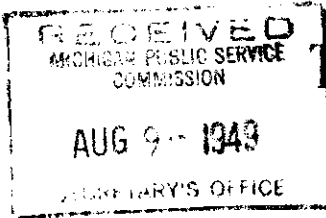
By *[Signature]*
Its **RIGHT OF WAY AGENT**

[Handwritten signature]

Approved as to
Accounting
Particulars
[Signature]
General Auditor

RIGHT OF WAY FILE NO. 12675

[Handwritten initials]



THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

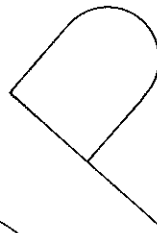
August 8, 1949

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Chesapeake and Ohio Railroad in the City of Vassar, S.E. 1/4 of Section 7 Vassar Township, Tuscola County, T-11N, R-8E.

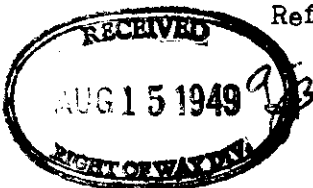
3 #000 ACSR - 40,000 volt wires over the track of the Chesapeake and Ohio Railroad located in private property at a point 410' east of the center line of Water Street, 909' east of Mile Post Sag. 19 and 60' north of the centerline of Beech Street.



The proposed wire crossing will be constructed in accordance with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

- Enclosed is a waiver of hearing granted by the Railroad Company.
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. _____ dated _____
- This is a new crossing.

Reference number of construction drawing is RX- 2618



Yours very truly,

R. H. Taylor
R. H. Taylor

Right of **PUBLIC UTILITIES**

Tel.	Gas
Elec.	Adm.

AUG 11 1949

ED2-8-2398

Permit No. _____

Date 8-11-49

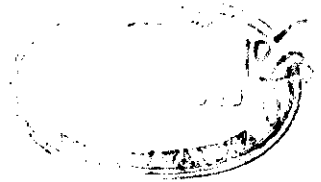
By *J. W. Chapman*
Director of Public Utilities

✓ Check in square indicates statement applicable.

RECORDED RIGHT OF WAY NO. 12445



THE CHESAPEAKE AND OHIO RAILWAY COMPANY
GENERAL MOTORS BUILDING - DETROIT 2, MICHIGAN



M. F. ANDERSON,
ENGINEER COMMUNICATIONS AND SIGNALS.

G. N. BLACK,
ASST. ENGINEER COMMUNICATIONS AND SIGNALS.

R. W. MARGSH,
ASST. SIGNAL ENGINEER.

August 5, 1949 E

WC - Vassar

The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

Attention: Mr. R.H. Taylor,
Right-of-Way Agent

Dear Sir:

This will acknowledge receipt of your letter of July 28th requesting waiver of hearing before the Michigan Public Service Commission for permission to construct an aerial wire line crossing over our tracks and right-of-way 410 ft. East of the center of Water Street in the City of Vassar, Station 897 plus 80; crossing to consist of three #3/0 ACSSR wires carrying 40,000 volts.

The Chesapeake and Ohio Railway Company hereby waives hearing before the Michigan Public Service Commission for permission to construct the above wire line crossing, with the provision that construction shall conform with the specifications of the Michigan Public Service Commission for such wire line crossings.

Very truly yours,

M. F. Anderson

Engineer Communications
and Signals

RECORDED RIGHT OF WAY NO.

12645

THE DETROIT EDISON COMPANY

RX 2619

PROPOSED LINE CROSSING OVER CHESAPEAKE & OHIO RAILROAD EXISTING PERMIT NUMBER NEW CROSSING
 IN PRIVATE PROPERTY A10' W. OF WATER ST CITY OF VASSAR
 SECTION 7 S 1/4 S 1/4 TOWNSHIP VASSAR T. 11 N. R. 6 E. COUNTY TUSCOLA

NOTES

MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 23, 1939.

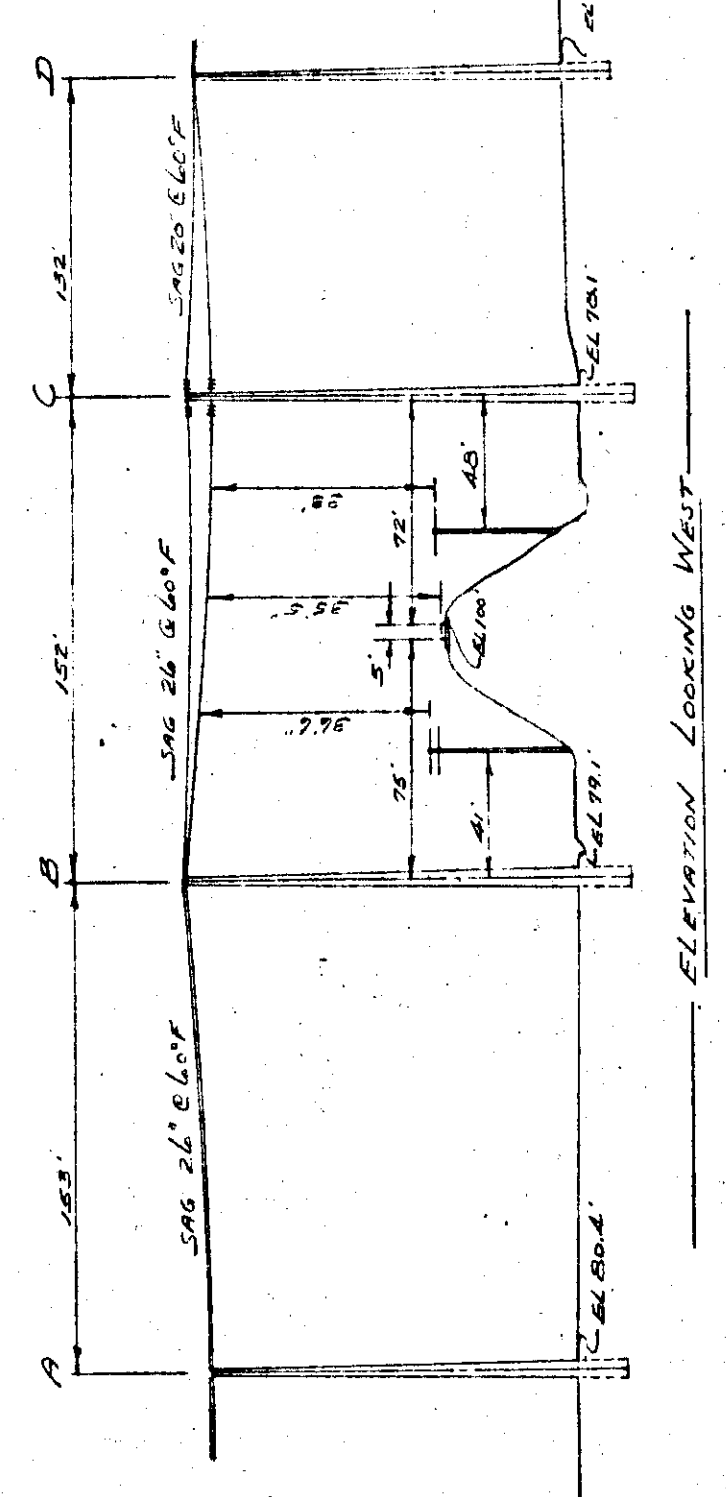
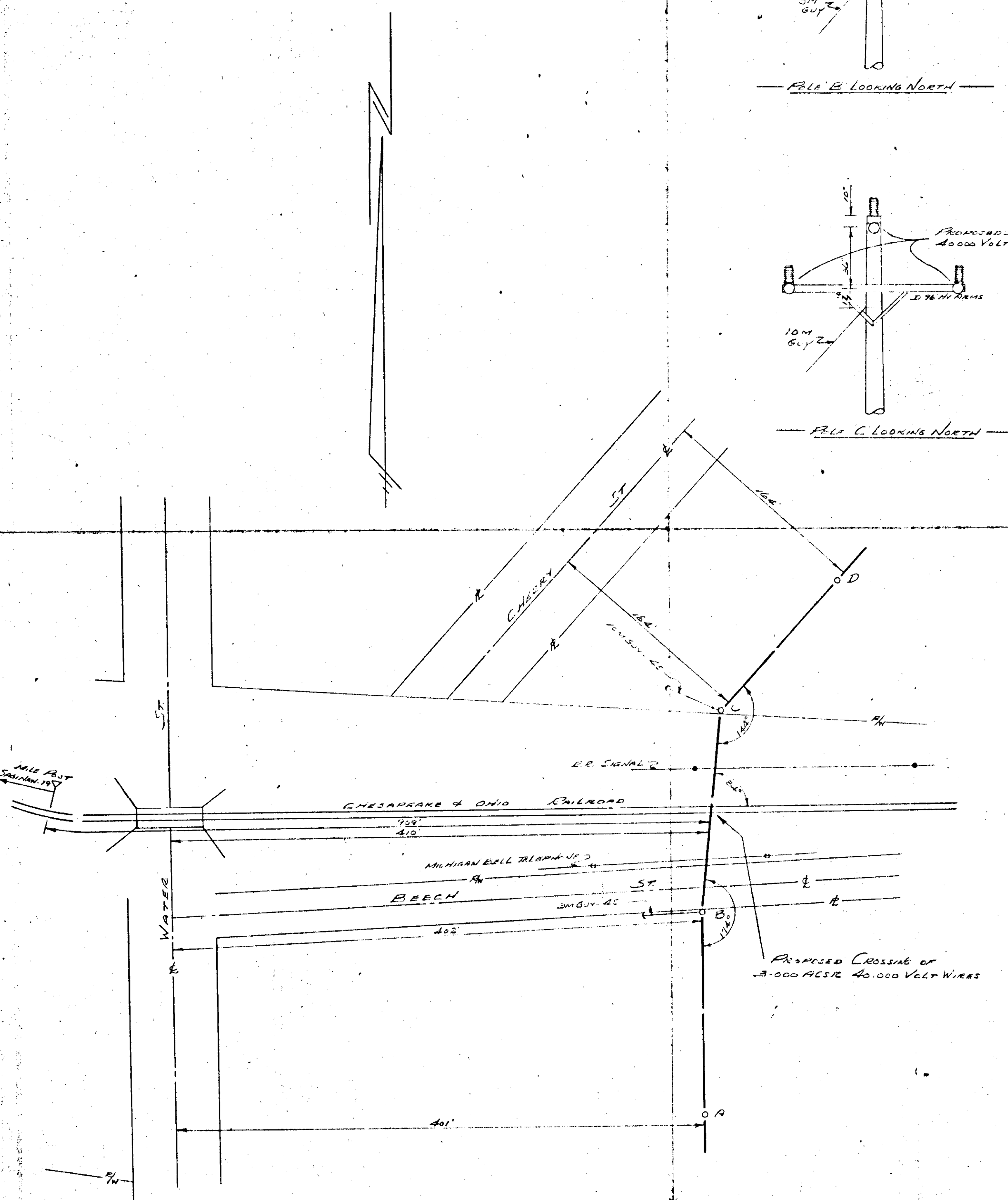
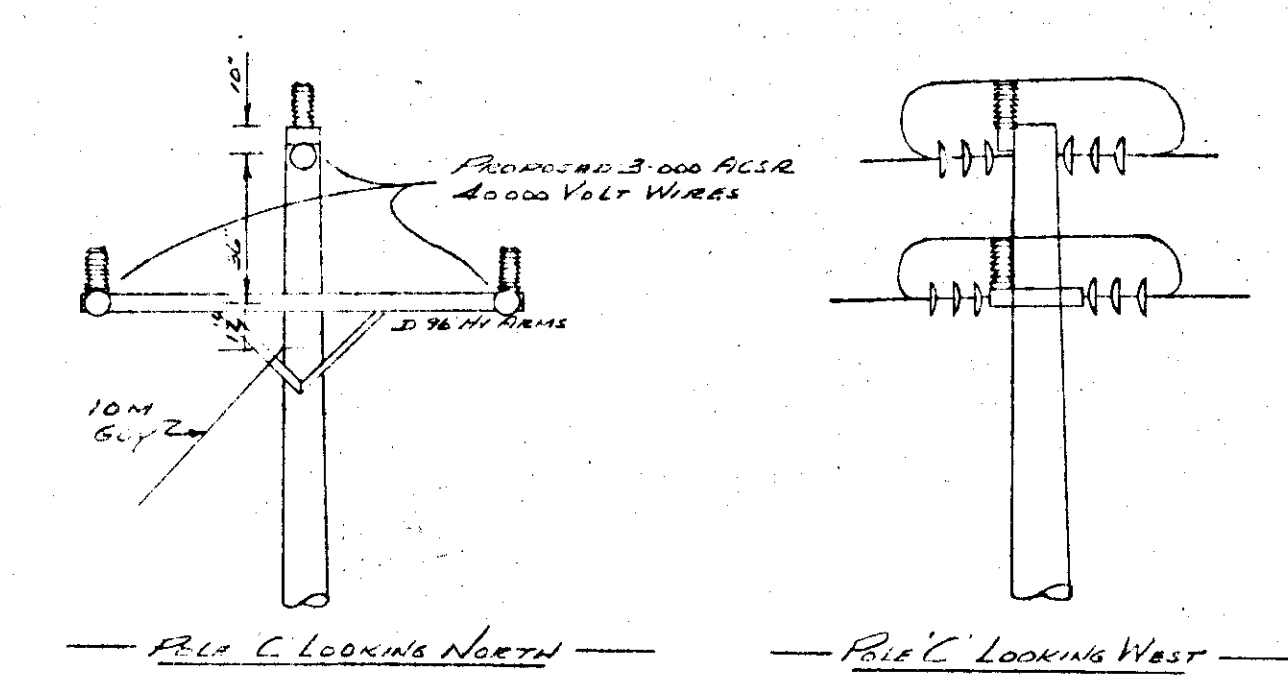
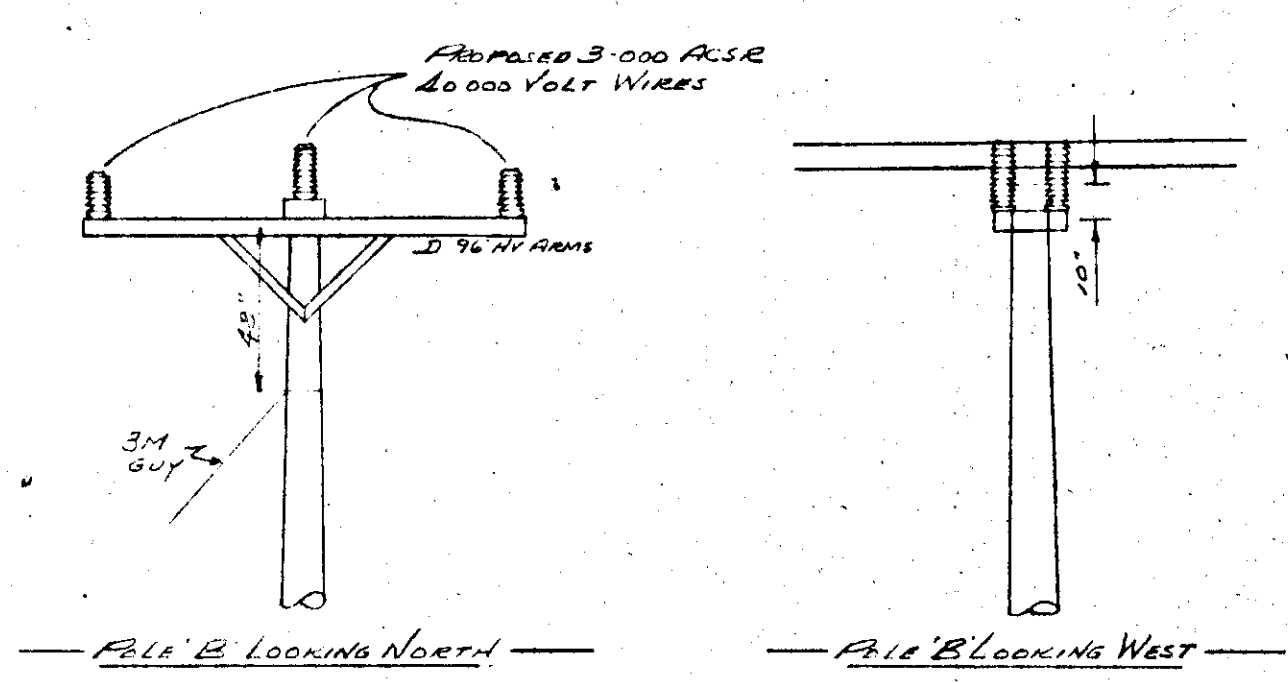
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 WILL BE COMPLIED WITH.

MINIMUM CLEARANCES:

NEAREST POLE TO RAIL	BIDING	7 FT.
	MAIN LINE	12 FT.
WIRES OVER TRACKS	0 - 500 VOLTS	27 FT.
	500 - 7500 VOLTS	28 FT.
	24000 VOLTS	30 FT.
WIRES OVER R. R. SIGNAL	0 - 500 VOLTS	3 FT.
	500 - 7500 VOLTS	4 FT.
	24000 VOLTS	6 FT.

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
3	000	ACSR	40000	H-D	65	2	W CEDAR
				B-L	70	2	W CEDAR

DRAWN BY GILKEY ENGINEERING DIVISION DATE 7-25-49
 ESTIMATOR GILKEY OVERHEAD LINES DEPT. CARR



RECORDED RIGHT OF WAY NO. 12645

RX-2618

ED 2-8-2398

8-11-49

R/W No. 12645

THE DETROIT EDISON COMPANY

RX 2618A

PROPOSED LINE CROSSING OVER CHESAPEAKE & ONTO RAILROAD EXISTING PERMIT NUMBER REVISION

IN PRIVATE PROPERTY 410' W. OF WATER ST CITY OF VASSAR

SECTION 7 S 1/4 S 1/4 TOWNSHIP VASSAR T11N R 3E COUNTY TUSCOLA

NOTES

MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S STANDARD SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 23, 1938.

ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1678 WILL BE COMPLIED WITH.

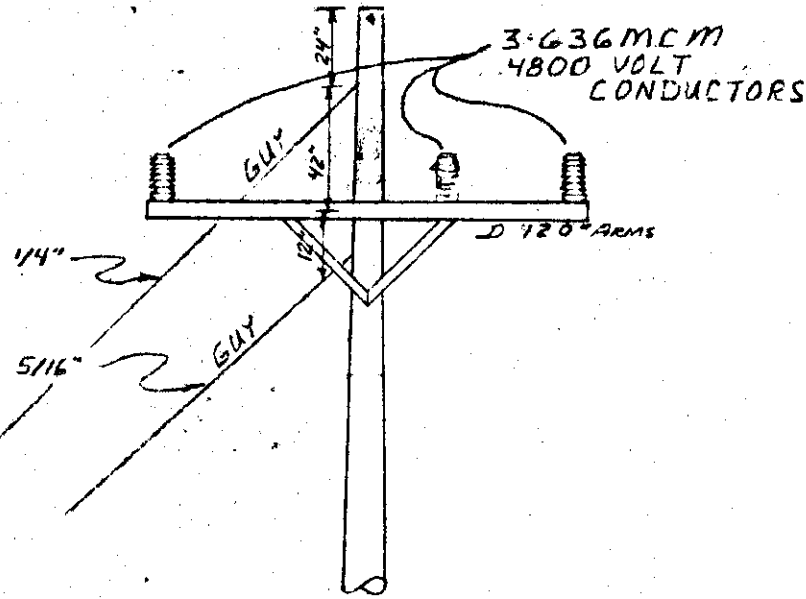
MINIMUM CLEARANCES

NEAREST POLE TO RAIL	SIDING	7 FT.
	MAIN LINE	12 FT.
WIRES OVER TRACKS	0 - 800 VOLTS	27 FT.
	800 - 7500 VOLTS	28 FT.
	24000 VOLTS	30 FT.
WIRES OVER R. R. SIGNAL	0 - 800 VOLTS	2 FT.
	800 - 7500 VOLTS	4 FT.
	24000 VOLTS	6 FT.

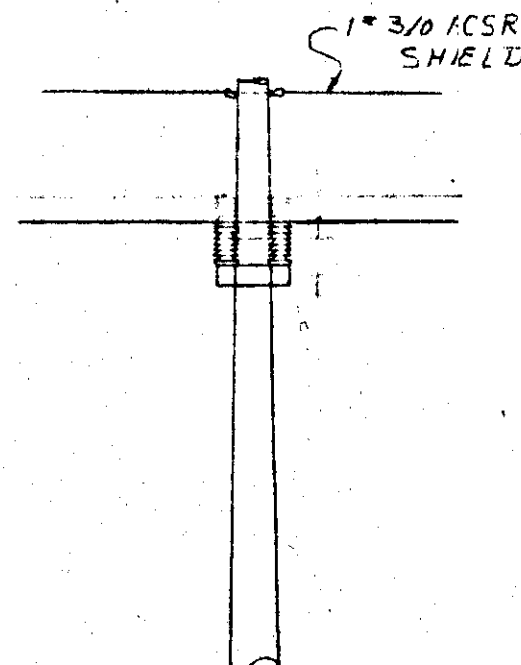
CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
3	000	ACSR	40000	A-D	65	2	W. CEDAR
				B	70	2	W. CEDAR
				C	75	1	W. CEDAR

DRAWN BY GILKEY ENGINEERING DIVISION DATE 7-25-49
ESTIMATOR GILKEY OVERHEAD LINES DEPT. CABO

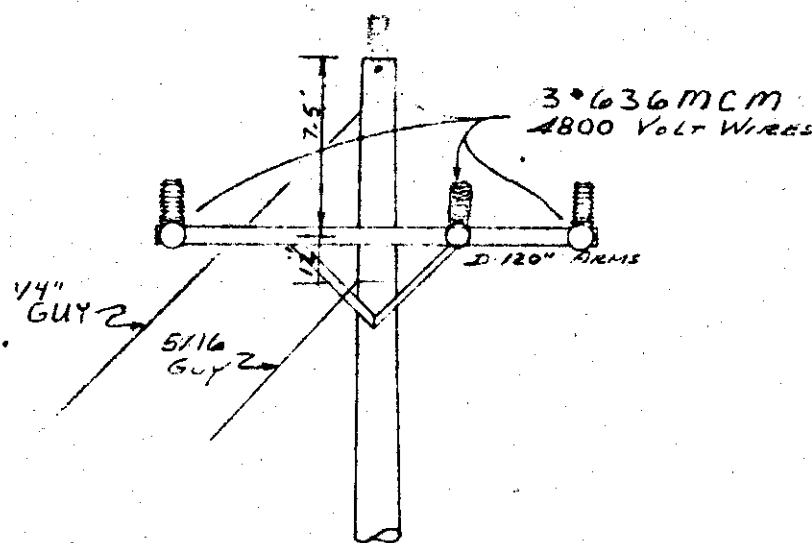
MOZAH 1201
21# 1157
05+105 45



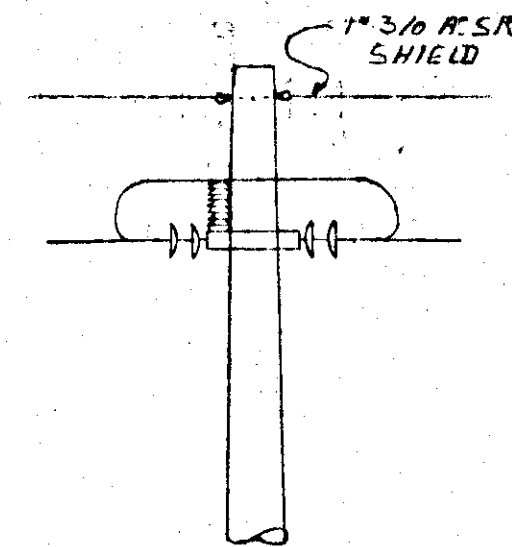
Pole B Looking North



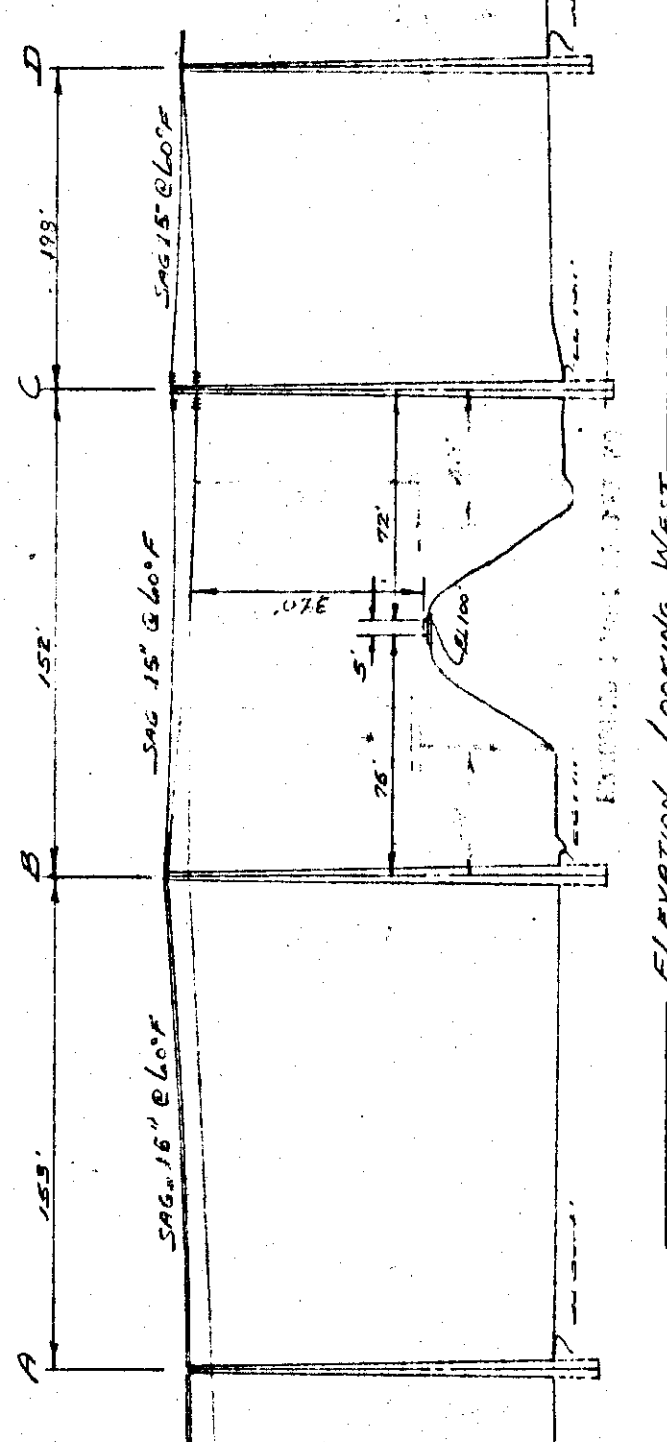
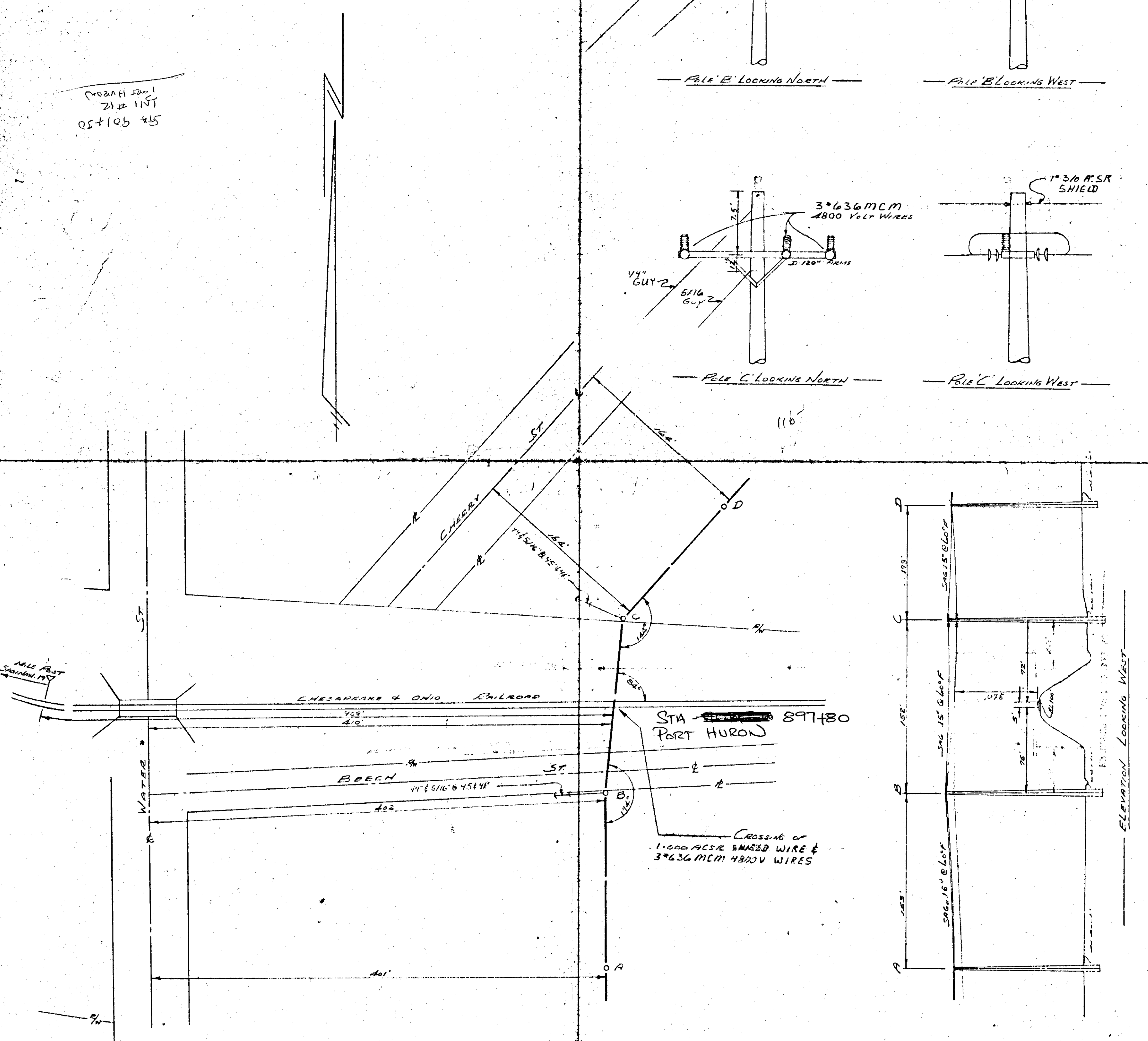
Pole B Looking West



Pole C Looking North



Pole C Looking West

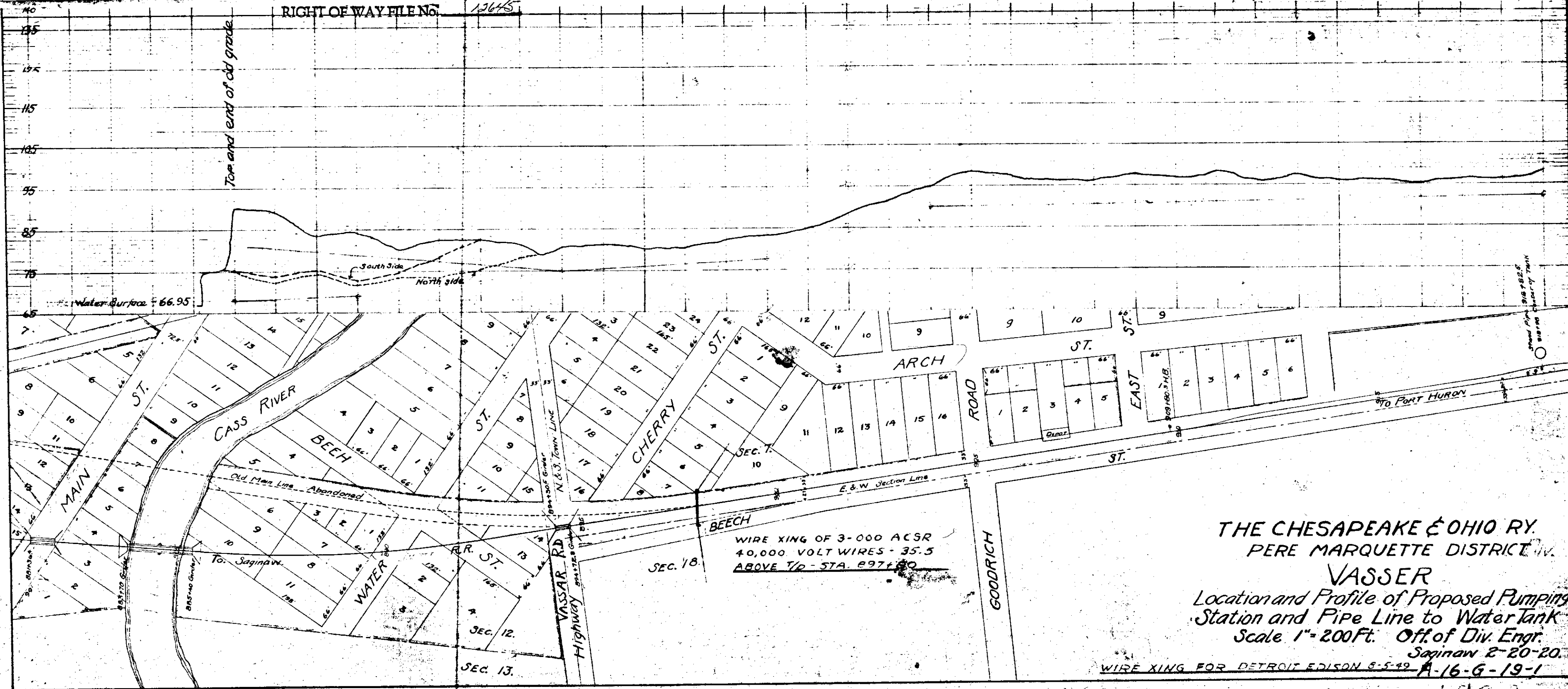


ELEVATION LOOKING WEST

RECORDED RIGHT OF WAY NO.

12645

RIGHT OF WAY FILE No. 12645



WIRE XING OF 3-000 ACSR
 40,000 VOLT WIRES - 35.5
 ABOVE T/D - STA. 897+50

THE CHESAPEAKE & OHIO RY.
 PERE MARQUETTE DISTRICT W.
 VASSER
 Location and Profile of Proposed Pumping
 Station and Pipe Line to Water Tank
 Scale 1" = 200 Ft. Off. of Div. Engr.
 Saginaw 2-20-20.

WIRE XING FOR DETROIT EDISON 8-5-49 A-16-G-19-1

135 G 124