

DE ORIG.



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

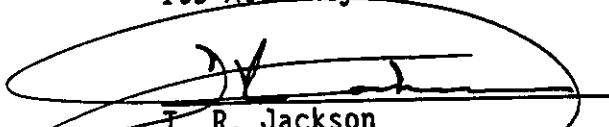
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

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.

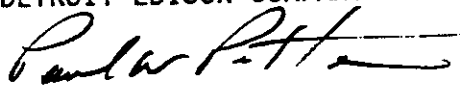
Please indicate your understanding and acceptance of the foregoing by having the duplicate original of this letter executed on your behalf and return to the undersigned. No further revision of the individual license agreements will be necessary to effect the changes set forth in the first sentence of 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. 29752

SEE:
RECORDED RIGHT OF WAY NO. 42790

INTERDEPARTMENT CORRESPONDENCE

June 18, 1964

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company

Facilities Covered: Three #000 B 40,000 volt wires, three #0 A 13,200 volt wires, three #350M B 13,200 volt wires, one #0 B system neutral wire, two #6 copperweld system communication wires, one 3/8 inch Bethanized "C" steel shield wire and one 5/16 inch copperweld guy wire (Span C-D).

Specific Location: In private property at a point approximately 350 feet south of the center line of Cherry Hill Road and 1150 feet west of the center line of Newburgh Road, approximately 1-1/2 miles north of the north limits of the City of Wayne.

R.R. Valuation Station 11904+50 Mile Post _____

City/Village _____ Township Nankin (Northeast 1/4 of Section 19)

County Wayne Detroit Edison Plan No. RX-2862B

Agreement/~~Permit~~ Date April 7, 1964 R.R. Plan No. DECo. Plan Used (Lxhibit A)

Preparation Fee \$25.00 Annual Rental From 4-7-64 to 4-6-69: \$75.00*

Supersedes and Cancels Agreement dated July 30, 1952 R/W No. 14636

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.

*NOTE: This rental is for a five-year term and, at the end of each period and each succeeding period thereafter, the Railroad will bill us for each additional five-year term.

REFERRED TO

JUL - 8 1964 GEN

GEN'L. ACCTG. DEPT.
ENTERED - ~~CHECKED~~
CONTRACT BOOK NO: 22752
DATE 7-13-64
BY [Signature]
CHECKED BY [Signature]

RECORDS CENTER
RECEIVED JUL 1 1964
TICKLER MADE
CLASSIFIED
[Signature]

I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 22752

THIS AGREEMENT made this 7th day of April, A.D. 1964, 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 Toledo Subdivision, Saginaw Division, right-of-way and track at Station 11904 plus 50 in the northwest quarter of the northeast quarter of Section 19, Town 2 South, Range 9 East, Nankin Township, Wayne County, Michigan, which location is shown on Second Party's Drawing RX 2862B, dated February 28, 1964, 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 in the location aforesaid, upon the following terms and conditions, and subject to the following limitations, and not otherwise:

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 and track in the location aforesaid a distance of one hundred fifteen (115) feet, will consist of three #000B wires carrying 40,000 volts and three #0A wires carrying 13,200 volts, three #350 MCM wires carrying 13,200 volts, two #6 bare copperweld communication wires, one 5/16-inch copperweld guy wire, one 3/8-inch shield wire and one #0B neutral wire. The crossing shall be maintained with a clearance of not less than twenty-seven and 7/10 (27.7) feet above the tops of rails of First Party's track. No poles will be located on First Party's right-of-way in connection with said transmission line.

3. 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 Second Party's Plan RX-2862B attached hereto.

4. 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 in whole or in part by, or arising out of, or resulting in any

RECORDED FIRST OF MAY 1964 22752

manner from, the construction, installation, maintenance, existence, use, repair, renewal, or removal of the transmission line covered by this agreement, whether caused by the engines, cars, or trains of First Party, or otherwise, and Second Party will protect, indemnify, and save harmless First Party, its lessees, successors, and assigns, from and against such liability.

5. Second Party shall pay to First Party the sum of Twenty-five Dollars (\$25.00) 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 Seventy-five Dollars (\$75.00) on the execution of this agreement to cover the period from the 7th day of April, 1964, to the 6th day of April 1969, and in the event of termination prior to the end of any term or period for which Second Party has paid the rental in advance, Second Party hereby expressly agrees to accept pro rata refund of such rental in full settlement, satisfaction, and discharge of the remainder of the term or period.

6. This agreement shall continue in force and effect until terminated by ninety (90) days' notice in writing from either party to the other party of an intention 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 and track in as good condition as before the installation of said transmission line. In the event Second Party shall fail so to do before the expiration of ninety (90) 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.

7. 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 hereunder, shall be void unless made with the written consent of First Party.

8. This agreement terminates, effective April 7, 1964, that certain agreement dated July 30, 1952, and letter supplement agreement dated September 4, 1953, between the above parties located at Station 11903 plus 89, Pere Marquette District, Saginaw Division, Wayne County, Michigan.

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By 

General Superintendent
Signals and Communications

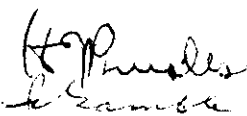
THE DETROIT EDISON COMPANY

By 

H. L. KASAMEYER, Director
- 2 - PROPERTIES AND RIGHTS-OF-WAY DEPARTMENT

APPROVED AS TO FORM
CONTRACT ATTORNEY
E. & O. RY. CO.

27574
7968
MAY 10 1964



THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

May 12, 1964

Railroad File No. 131-4-N-7283

Mr. T. L. Carlson, General Superintendent
The Chesapeake and Ohio Railway Company
Signals and Communications Department
C&O Building, 405 Eleventh Avenue
Huntington, West Virginia 25701

Dear Mr. Carlson:

We are returning agreement/~~permits~~, in duplicate, covering our facilities over your tracks and/~~or~~ right of way as shown on our Plan RX-2862B, and located as follows:

At a point south of Cherry Hill Road and west of Newburgh Road, north of the City of Wayne, Railroad Valuation Station 11904+50

City/Village _____ Township, Nankin (NE 1/4 of Section 19)
County Wayne. The agreement/~~permits~~ has been signed for our Company.

Will you please return one fully executed copy of this agreement/~~permits~~ to us for our records.

Yours very truly,



I. W. Gamble
Supervisor of Rights of Way
~~Real Estate and Rights of Way Dept.~~
Properties and Rights of Way Dept.

IGH:dal
Enclosures 2

22 75-2

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

April 8, 1964

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 approximately 1-1/2 miles north of the north limits of the City of Wayne in the NE 1/4 of section 19, Nankin Township, T2S, R9E, Wayne County, Michigan.

One 3/8" Bethanized C steel shield wire, three #000B - 40,000 volt wires, three #0A - 13,200 volt wires, three #350MB 13,200 volt wires, one #0B system neutral wire, two #6 copperweld system communication wire and one 5/16" copperweld guy wire over the tracks of the C & O R.R. located in private property at a point approximately 350' south of the centerline of Cherry Hill Road and 1150' west of the centerline of Newburgh Road.

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. ED2-8-3259 dated 9-29-53.
- This is a new crossing.

Reference number of construction drawing is RX- 2862B.

C&ORR Waiver of Hearing
dated 4-6-64 attached.
Their File: 131-4-N-7283

Yours very truly,

Permit No. ED2-8-5294

Date 4-10-64

By J. M. Hoppe

I. W. Gamble

I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

Check in circle indicates statement applicable.

22752



THE CHESAPEAKE AND OHIO RAILWAY COMPANY
SIGNAL AND COMMUNICATIONS DEPARTMENT
HUNTINGTON 1, W. VA.

T. L. CARLSON
Gen. Supt.-Sigs. & Comms.

E. A. BURGIN
Supt. of Sigs.

P. A. FLANAGAN
Supt. of Comms.

April 8, 1964 YE/22

File: 131-4-N-7283

The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

Attention: Mr. I. W. Gamble

Gentlemen:

Reference is made to your application of March 16, 1964, file RX-2862B, requesting a waiver to permit reconstruction of an aerial power line crossing over our track and right of way at Station 11904 plus 50 of the Saginaw Subdivision, at a point approximately 350 ft. south of the center line of Cherry Hill Road and 1,150 feet west of the center line of Newburgh Road, approximately 1.5 mile north of the north limits of the City of Wayne, Section 19 Town 2 South, Range 9 East, Nankin Township, Wayne County, Michigan.

The crossing will consist of three (3) #000B-40,000 volt wires, three (3) #0A-13,200 volt wires, two (2) #6 bare ^W communications wires, one (1) 5/16 inch copperweld guy wires, three (3) #350 MCM - 13,200 volt wires, one (1) 3/8 inch shield wire, one (1) #0 B neutral wire placed 27.7 feet above top of rails.

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 to the specifications of the Michigan Public Service Commission for such wire line crossings.

Very truly yours,


T. L. Carlson

General Superintendent
Signals and Communications

RECORDED RIGHT OF WAY NO. 202152

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

TO: Mr. T. L. Carlson, General Superintendent
The Chesapeake and Ohio Railway Company
Signals and Communications Department
C&O Building, 405 Eleventh Avenue
Huntington, West Virginia 25701

March 16, 1964

We hereby ~~notify you~~ request permission for facilities over your tracks and/or right of way as follows:

Proposed Construction: Add one 3/8 inch Bethanized "C" steel shield wire, three #350M B 13,200 volt wires, and one #0 B system neutral wire to the existing crossing of three #000 B 40,000 volt wires, two #6 copperweld system communication wires, and one 5/16 inch copperweld guy wire and increase the voltage of three #0 A 4800 volt wires to 13,200 volts (Span C-D).

Specific Location In private property at a point approximately 350 feet south of the center line of Cherry Hill Road and 1150 feet west of the center line of Newburgh Road, approximately 1 1/2 miles north of the north limits of the City of Wayne.

R.R. Valuation Station 11904+50 R.R. Mile Post _____
City/Village _____ Township Hankin (Northeast 1/4 of Section 19)
County Wayne Detroit Edison Plan Attached RX-2862B
This is a New Crossing _____ This is a Reconstruction of Existing Crossing X
Previous Agreement Information (if any) Date 7-30-52 (R.R. Plan) A-5-B-T90-6 (5-20-52)
Supplemental Letter Agreement dated September 4, 1953

Blanket Waiver of Hearing Covers _____ Waiver of Hearing Requested In Duplicate.
(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.

I. W. Gamble
I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

22752

PROPOSED LINE CROSSING OVER CHESAPEAKE + OHIO R.R. EXISTING PERMIT NUMBER ED-2-8-3259
 IN P.R.I. P.O. APPROX 350' SOUTH OF CHERRY HILL RD. APPROX. 1/2 MILES NORTH OF
 AND 115' WEST OF CENTER OF NEWBURGH RD. CITY OF NORTH LIMITS OF CITY OF WAYNE
 SECTION 18 N.E. 1/4 TOWNSHIP NANKIN T 25 R 35 COUNTY WAYNE

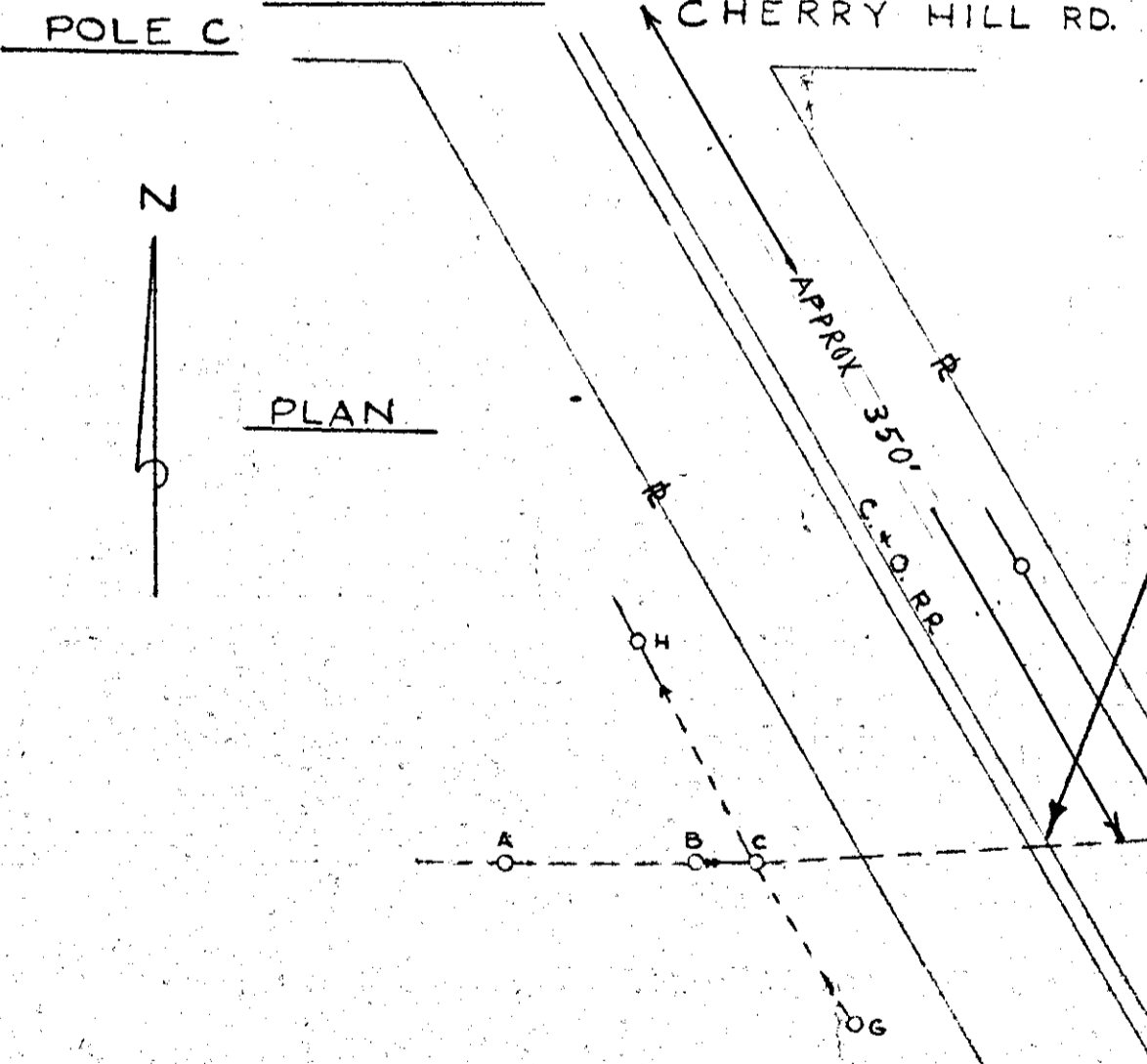
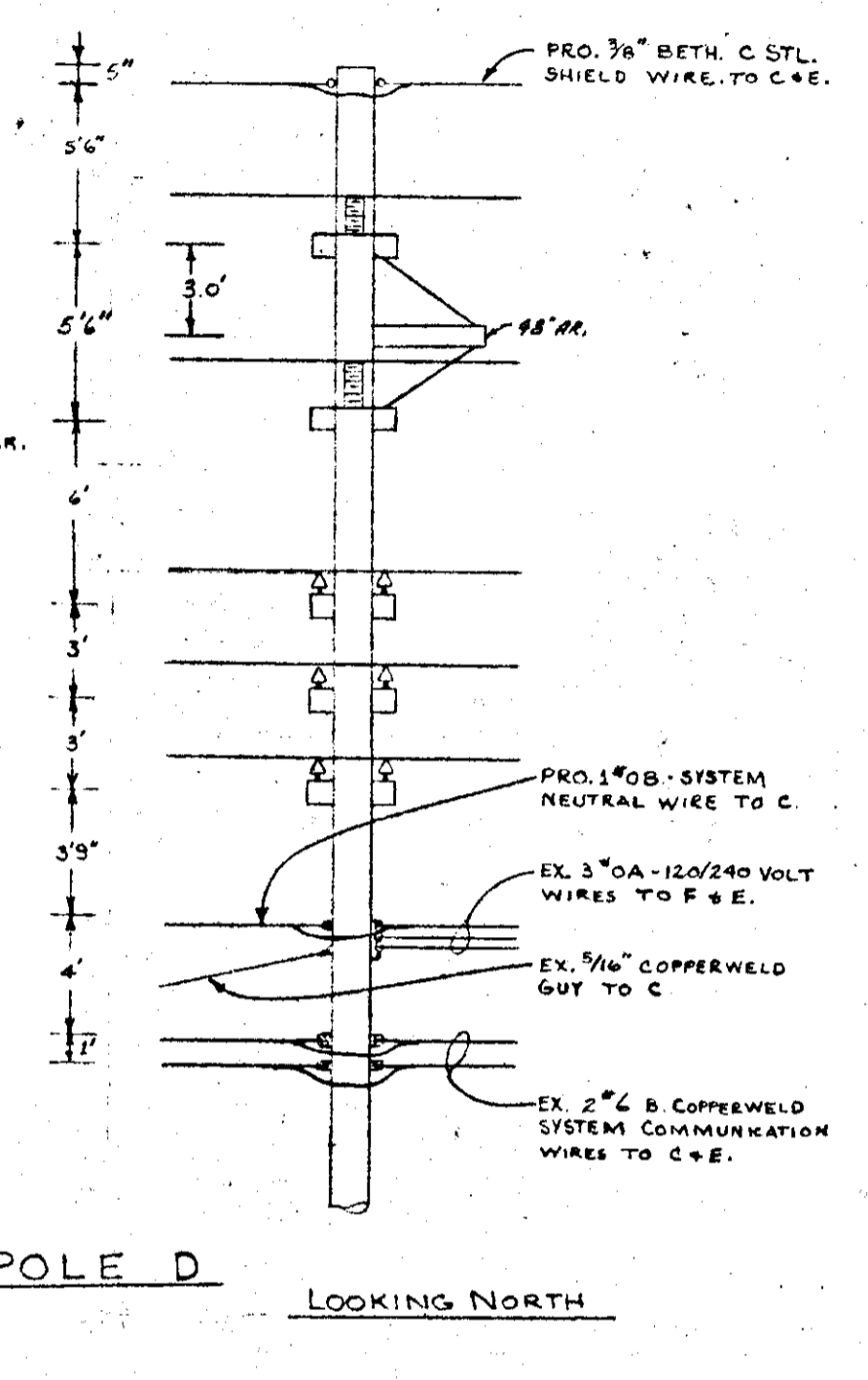
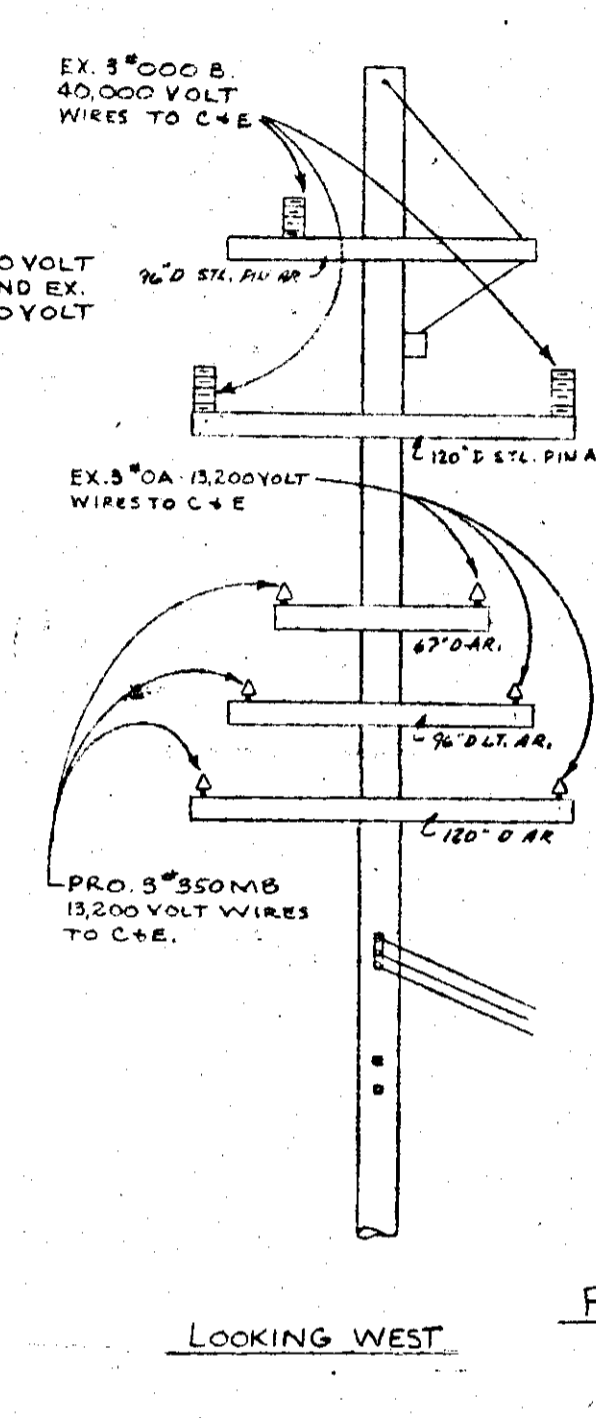
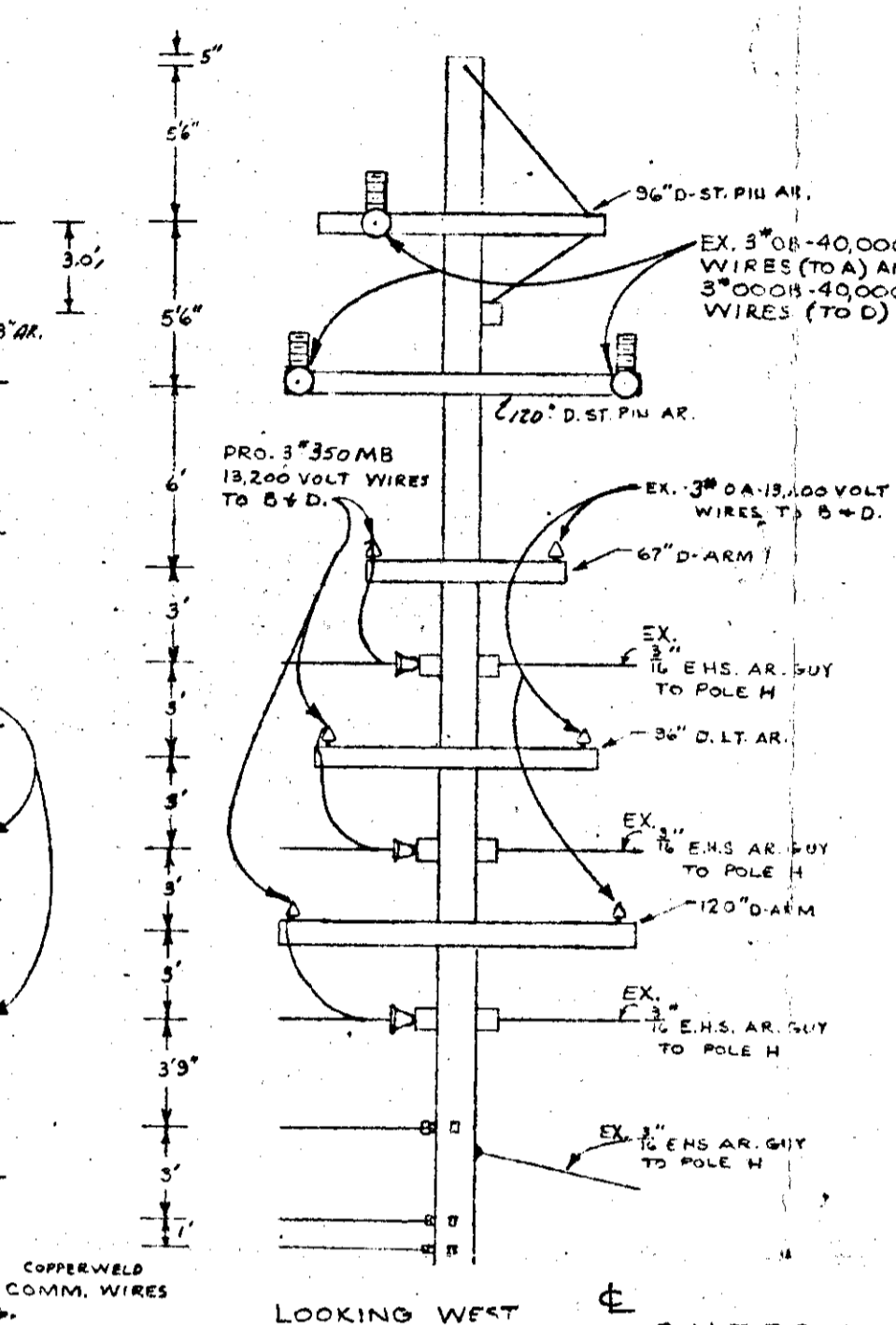
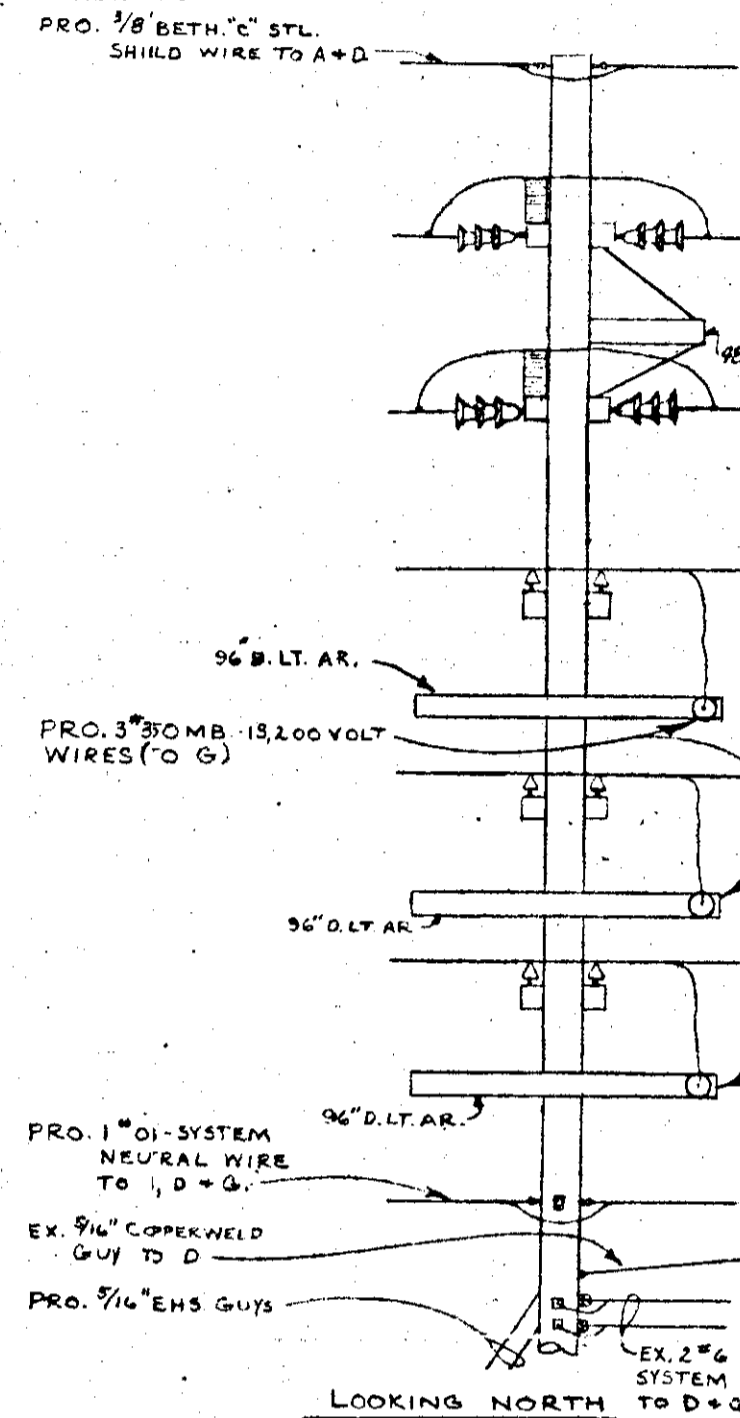
CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
3	000	B	40,000	A	62'	2	WOOD
3	0	A	13,200	B	55'	2	"
3	350MB	B	13,200	C	85'	1	"
1	0	B	SYM NEUT.	D	75'	1	"
2	6	CWLD	SYM. COMM.	E	65'	1	"
1	3/8"	BETH. C.	SHIELD WIRE	F	40'	3	"
1	5/16"	COPPERWELD	GY	G	55'	2	"
				H	60'	1	"

DESIGNED BY H. GEPHET / R.T.B. PLANNING & PROJECT ENGINEERING DEPT. DATE 2-28-64
 ESTIMATOR P. FLUHART OVERHEAD LINES DEPT. WAYNE

NOTES
 MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1958.
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

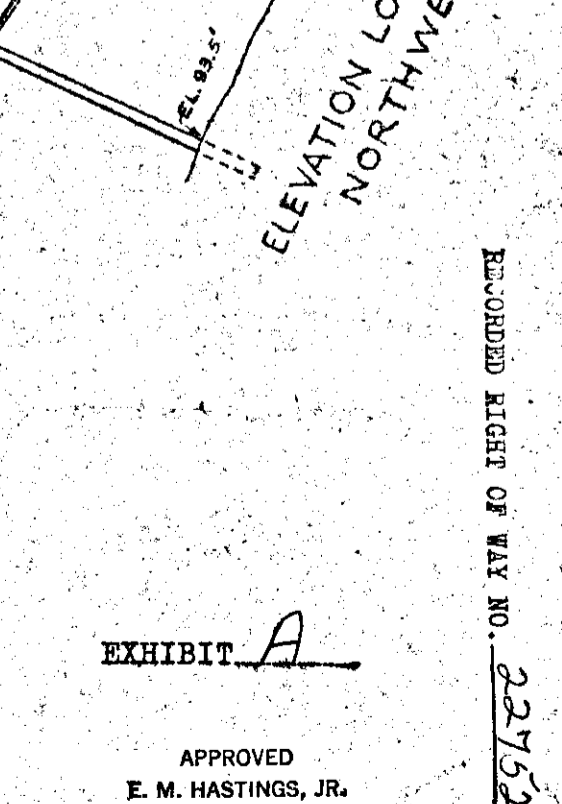
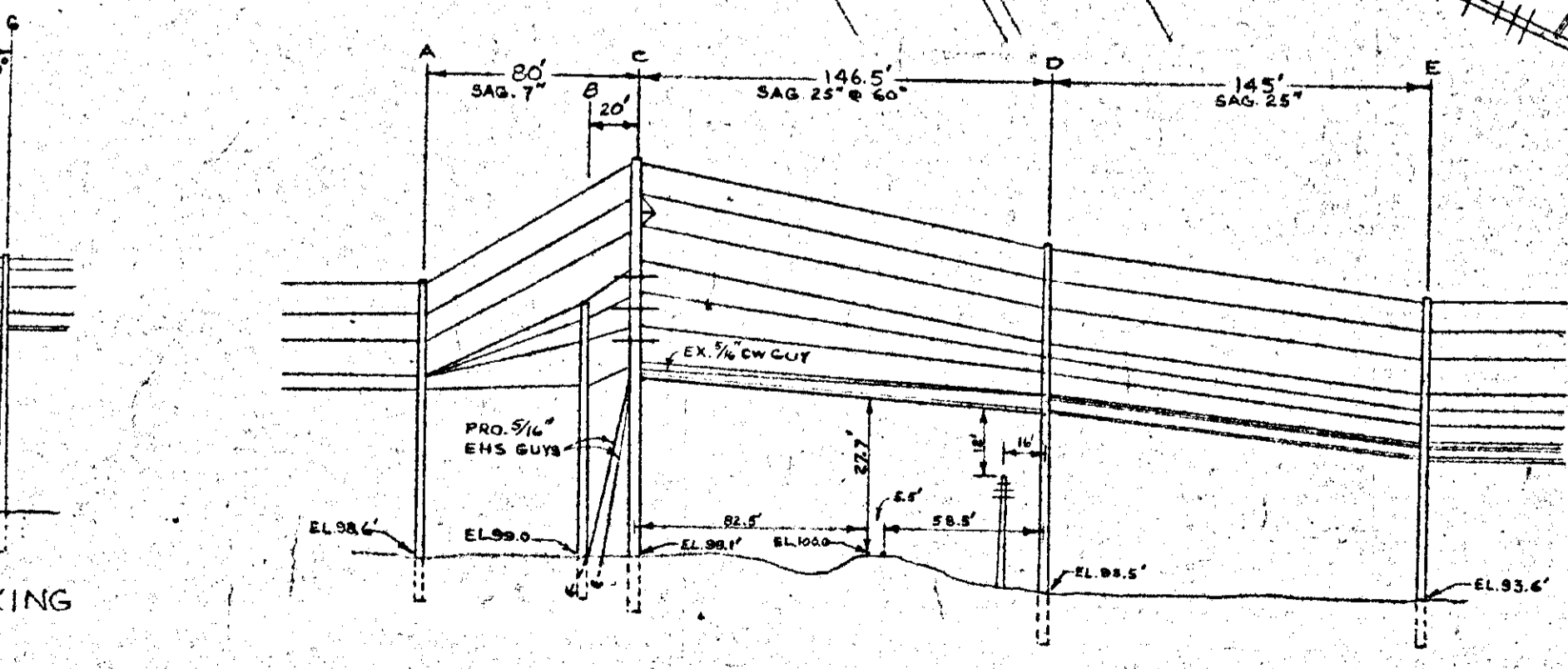
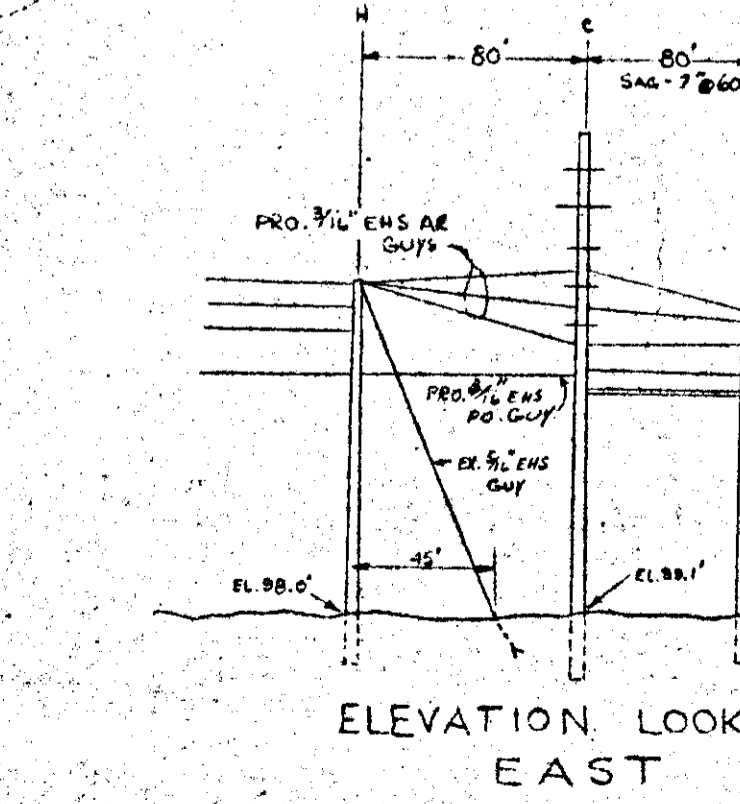
MINIMUM CLEARANCES

NEAREST POLE TO RAIL	SIDING	7 FT
	MAIN LINE	12 FT
WIRES OVER TRACKS	0-750 VOLTS	27 FT
	750-15,000 VOLTS	28 FT
	15,000-50,000 VOLTS	30 FT
WIRES OVER F.R. SIGNAL	0-750 VOLTS	2 FT
	750-8,700 VOLTS	4 FT
	8,700-50,000 VOLTS	6 FT



CROSSING OF EX. 3*000B-40,000 VOLT WIRES, 2*6 COPPERWELD SYSTEM COMMUNICATION WIRES, 1-5/16\"/>

NOTE: VOLTAGE OF 3*0A 4.8KV TO BE INCREASED TO 13,200 VOLTS
 63° CROSSING



R22752