

T. R. Jackson Assistant Vice President 6737 Southpoint Drive, South Suite 100 Jacksonville, Florida 32216 (904) 279-4515 FAX (904) 279-4586 or (904) 279-4581

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.

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

> > R. Jackson Assistant Vice President

TRJ: hkm

THE FOREGOING IS UNDERSTOOD AND AGREED THIS \_\_\_\_\_ DAY OF MARCH, 1992.

DETROIT EDISON COMPANY

BY:

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

# INTERDEPARTMENT CORRESPONDENCE

WWS/jft

RECORDED RIGHT OF WAY NO. 1345



SIGNAL AND COMMUNICATIONS DEPARTMENT

HUNTINGTON, W. VA. 25701

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

> E. A. BURGIN Supt. of Sigs.

P. A. FLANAGAN Supt. of Comms. December 9, 1965 JF-22

File 131-4-W-7912

I. W. GAMBLE

DEC 1 5 1965

WIV, S.
PROP.&R/W DEPT.

Mr. I. W. Gamble, Supervisor The Detroit Edison Company 2000 Second Avenue Detroit 26, Michigan

Dear Mr. Gamble:

This refers to your letter of September 29, 1965, Plan RX-2683C, returning proposed agreement dated September 15, 1965, covering an aerial power line crossing our tracks and right of way opposite Station 3074 plus 50 on our Detroit Subdivision, Grand Rapids Division, Livingston County, Michigan.

Enclosed is one fully executed copy of the above agreement for your records.

Yours very truly,

T. L. Carlson,

General Superintendent

Signals and Communications

2000 SECOND AVENUE DETROIT 26, MICHIGAN

September 29, 1965

Railroad File No. 131-4-N-7912

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/percept, in duplicate, covering our facilities over your tracks and/or right of way as shown on our Plan RX-2683C (Span C-G), and located as follows:

In Railroad property at a point 120 feet West of Free Street and 210 feet South of Frank Street.

City/Village Township, Fowlerville, NE 1/4 Sec. 15,

County Livingston . The agreement/presex has been signed

for our Company.

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

Yours very truly,

f. m. samble

Supervisor of Rights of Way

Properties and Rights of Way Dept.

Iw: jft

Enclosures



## SIGNAL AND COMMUNICATIONS DEPARTMENT

HUNTINGTON, W. VA. 25701

T. L. CARLSON

Gen. Supt.-Sigs. & Comms.

E. A. BURGIN Supt. of Sigs.

P. A. FLANAGAN Supt. of Comms. September 21, 1965 JF-24

File: 131-4-N-7912

250. 50 such from problem

Mr. I. W. Gamble, Supervisor The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

Dear Mr. Gamble:

This refers to your letter of August 31, 1965, covering a proposed aerial power line crossing our tracks and Right of Way opposite Station 3074 plus 50, on our Detroit Subdivision, Grand Rapids Division.

Enclosed is proposed agreement with the request that you kindly have executed on behalf of the Edison Company.

Yours very truly,

T. L. Carlson,

General Superintendent

Signals and Communications

# MECORDED RIGHT OF WAY NO. 23457

# The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of the
THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called
"Railway", and THE DETROIT EDISON COMPANY, a New York corporation,
hereinafter called "Licensee" (all words herein referring to Licensee to be taken of such number and gender as the context may require):
WITNESSETH THAT:
WHEREAS, Licensee desires to construct, operate and maintain a wire and/or cable line
and across the right of way, tracks and wires of Railway, consisting of one (1) No. 4 MEAT 120/240 volt
service wire, 30 feet above top of rails,
at a point located Station 3074 plus 50
Mile PostFeet,Detroit
Subdivision, Grand Rapids Division, at or near Fowlerville
said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in
accordance with attached Licensee's Drawing RX-2683C,
marked for identification "Exhibit A"
*****
which are made a part of this agreement and
****
which are incorporated herein and made a part hereof by reference; said crossing and the aforesaid facilities and appurtenances thereto being hereinafter referred to collectively as "Crossing"; and
WHEREAS, Railway is willing for said Crossing so to be constructed, operated and maintained, upon the following terms, covenants, conditions and limitations;
NOW, THEREFORE, in consideration of the premises and the observance by Licensee of the terms, covenants, conditions and limitations hereinafter set forth, it is agreed by and between the parties hereto as follows:
1. Railway hereby licenses and permits Licensee, at its sole risk, cost and expense, to construct, operate, maintain and renew said Crossing across the right of way, tracks, wires and any other facilities of Railway
association which now or may hereafter have any such facilities on Railway's right of way at or in the vicinity

of said Crossing, all such facilities (other than said Crossing) as set forth and contemplated in this Section 1, being hereinafter referred to collectively as "OTHER FACILITIES".

- 2. Before constructing said Crossing, Licensee shall, at its sole cost and expense, obtain all necessary authority therefor from any public authority or authorities having jurisdiction in the premises, and shall thereafter observe and comply with the requirements of such public authority or authorities and all applicable laws and regulations.
  - 3. Licensee shall construct, operate, maintain and renew said Crossing in accordance with

### Exhibit A and its standards of construction on file with and approved by the

### Michigan Public Service Commission.

and in such manner as not to interfere in any way with the facilities, business or operations of Railway, or of any OTHER FACILITIES, and use material and workmanship satisfactory to the General Superintendent—Signals and Communications, or other authorized officer of Railway.

- 4. In the event the construction, operation or maintenance of said Crossing shall, in the judgment of Railway, necessitate any changes or alterations in any OTHER FACILITIES, then Railway may make or cause to be made all such changes and alterations at the sole risk, cost and expense of Licensee, and Licensee shall reimburse Railway therefor promptly upon receipt of Railway's bill for such work.
- 5. If, in the judgment of Railway, the operation, existence or maintenance of said Crossing shall at any time cause interference, including but not limited to physical interference, interference from electromagnetic induction, from electrostatic induction, or from stray or other currents, with OTHER FACILITIES, or shall, in any manner, interfere with the operation, maintenance or use by Railway of its right of way, tracks, structures, pole lines, devices, other property or any appurtenances thereto, then and in any such event, Licensee, upon receipt of written notice from Railway of any such interference, shall promptly, at its own risk, cost and expense, make such changes in its Crossing as, in the judgment of Railway, may be required to eliminate all such interference.
- 6. In the event that Licensee shall at any time desire to make changes in the physical or operational characteristics of said Crossing, it shall first secure in writing the consent and approval of Railway, and Licensee agrees that such changes shall be made at its sole risk, cost and expense, and subject to all the terms, covenants, conditions and limitations of this agreement.
- 7. In the event Railway shall at any time deem it necessary or advisable to change the grade or location of its track or tracks, to construct any additional track or tracks, to make any other additions and betterments, or otherwise improve, change or relocate its structures, pole lines, devices or facilities at or in the vicinity of said Crossing, which rights Railway hereby expressly reserves unto itself, Licensee, within thirty (30) days after receiving written notice from Railway so to do, shall promptly, at its own risk, cost and expense, relocate, raise, alter or otherwise change its Crossing to a location and in a manner and in conformity with such applicable specifications which, in the judgment of Railway, will enable Railway to make any of the aforesaid changes which it may deem necessary or desirable.
- 8. Licensee shall and will at all times hereafter release Railway from, and indemnify and save harmless Railway from and against any and all liability, claims, demands, loss, detriments, costs, damages, charges or expenses which Railway may incur, suffer, sustain, be put to, or be in any way subjected to, on account of injury to or death of any persons and loss or destruction of or damage to any property, including but not limited to, OTHER FACILITIES, caused by, resulting from, arising out of, or in any manner connected with the negligence of Licensee in the construction, installation, maintenance, existence, use, renewal or removal of said Crossing.
- 9. Licensee hereby assumes all risk of loss, destruction or damage of any nature to said Crossing howsoever caused, and Licensee hereby releases Railway from all liability on account thereof.
- 10. Licensee shall promptly pay and discharge all taxes, assessments and other governmental and/or municipal charges upon said Crossing and shall promptly comply with all governmental and/or municipal rules and regulations covering the operation of said Crossing.

14. The terms and provisions of this	agreement shall inure to the benefit of and be binding upon the
at or in the vicinity of the Crossing, and the	ciation now or hereafter having facilities on Railway's right of way successors, heirs, personal representatives and assigns of Licensee. or of any rights hereunder shall be made without the prior written
IN TESTIMONY WHEREOF, the par	rties hereto have caused these presents to be duly executed.
Approved as to form:	THE CHESAPEAKE AND OHIO RAILWAY COMPANY
R. C. S.	_ By Markson
Assistant Separal Solicitor	tos'i Supt Signale & Communications
	THE DETROIT EDISON COMPANY
	Licensee
Musler'	By Director Properties and Rights of Way Department
	(title)

and the sum of \_\_\_\_\_\_\_\_Dollars (\$ 10.00 \_\_\_\_\_), or such other sum as may be mutually agreed upon by the parties hereto in writing, in advance for each and every subsequent five-year period during the term and continuance of this agreement; provided, however, that in the event of termination of this agreement prior to the expiration of any five-year period hereof, Railway shall refund to Licensee the unearned portion of any rental

This agreement shall continue in force and effect until terminated by ninety (90) days' notice in writing

13. In the event this agreement shall be at any time terminated as herein provided, or Licensee, in the judgment of Railway, shall have abandoned said Crossing, said Licensee shall, at its sole risk, cost and expense, forthwith upon request of Railway so to do, remove said Crossing from and across the right of way and premises aforesaid, and in the event of the failure or refusal of Licensee, within thirty (30) days after receipt of such request, to remove said Crossing and restore and leave said right of way and premises in as good condition as before the installation of said Crossing, then and in that event Railway, without incurring any liability to Licensee, may, at its option, remove said Crossing. Licensee shall reimburse Railway for the entire cost and expense of such

from either party to the other of its intention to terminate the same, except that termination of this agreement shall not relieve or release Licensee from any liability or obligation which may have been incurred or assumed by

previously paid by Licensee to Railway in connection with this agreement.

Licensee hereunder prior to the termination hereof.

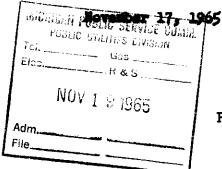
14

removal and restoration upon receipt of Railway's bill therefor.

PROPRIED RIGHT OF WAY NO. 33457

2000 SECOND AVENUE

DETROIT 26. MICHIGAN



Permit No. ED2-8-5619

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:

I, ROBERT LAURENGAYER, LINE DESIGN SUPERVISOR of The Detroit Edison Company, Detroit, Michigan, hereby certify that the issued 9-22-65, has been constructed in accordance with specifications of the Michigan Public Service Commission and construction standards of The Detroit Edison Company, approved by Michigan Public Service Commission on July 19, 1939, file FD 2-9.01, and that this crossing will be maintained as provided in such specifications and construction standards.

R.H. Lawforgage

RX No. 2683C Location City of Fowlerville, Handy Twp., Livingston County Railroad Chesapeake and Chie

Subscribed and sworn to before me this

day of Forester 17th

W. W. Sutherland Notary Public, <u>Wayne</u> County, Michigan.

My Commission expires Arril 12, 1969

Railroad File 131-4-H-7912

DE FORM PD 207 1-62 CS

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

1958 SEP 9 AM 9 22

September 3, 1958

REAL ESTATE AND RIGHTS-OF-WAY DEPT.

Permit No. ED2-6-14-87

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:

Yours very truly,

Landle

Ivan W. Gamble
Supervisor of Rights of Way

RX No. 263 R	Subscribed and sworn to before me this
Location <u>Village of Perforville</u>	Benjamin M. Sayburn
Livingston County	Notary Public, Wayne
Railroad Chesapeaks and Chia	County, Michigan. My Commission expires 8/21/59
In p.p. 165' W of c/l of Free St. & 170' S of c/l of Frank St.	

RECORDED RIGHT OF WAY NO. 33457

# RECORDED RICHT OF WAY NO. 23457

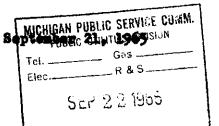
# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT 26, MICHIGAN

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:



The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wire end the tracks of the Chesapeake and Chio Railroad in the City of Fowlerville, N.E. & of Section 15, Handy Township, T3NR3E, Livingston County.

### Span C-G

One #4 MEAT 120/240 volt service wire over the siding track of the CSO Railroad located in railroad property at a point 120' west of Free Street and 210' south of Frank Street.

Note: Crossing span shown on RX-2683B remains unchanged and is covered by Permit No. ED 2-8-4487.

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. (9-15-65)
- 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-RX-2683C.

Railroad File: 131-4-W-7912

Yours very truly,

Permit No. **ED2-8-5619** 

9-22-65

I. W. Camble

By Fully Office

Supervisor of Rights of Way Properties and Rights of Way Dept.

Check in carcle indicates statement applicable.

REAL ESTATE AND RIGHTS-OF-WAY DEPT.

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT 26, MICHIGAN August 14, 1958

A06 134008

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 R.R. in the Village of Fowlerville N.E. 1/4 of Section 15 Handy Twp., Livingston Co. T-3N, B-3E.

3 #0 AAX - 4800 volt wires, and 1 #6 and 3 #2 TBWP - 120/240 volt wires over the siding track of the C.&O.R.R. located in private property at a point 165' west of the centerline of Free St. and 170' south of the centerline of Frank St.

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. ED 2-8-3130 dated 12-4-52
- This is a new crossing.

Reference number of construction drawing is RX-2683B

Waiver from C. & O. R.R. dated 8/13/58.

Yours very truly,

I. W. Gamble

Supervisor of Rights of Way

Permit No. ED2-8-4487

Date 12 6

Ву

Check in directe indicates statement applicable.



SIGNAL AND COMMUNICATIONS DEPARTMENT

HUNTINGTON, W. VA. 25701

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

> E. A. BURGIN Supt. of Sigs.

P. A. FLANAGAN Supt. of Comms. September 15, 1965 Jf-22

File 131-4-N-7912

The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48226

Attention: Mr. I. W. Gamble

Gentlemen:

Reference is made to your letter dated August 31, 1965, Plan RX-2683C; requesting a waiver of hearing before the Michigan Public Service Commission to permit construction of an aerial power line crossing over our spur track and right of way opposite Station 3074 plus 50 of the Detroit Subdivision, at a point 120 feet west of Free Street and 210 feet south of Frank Street in the northeast 2 of Section 15, Town 3 north, Range 3 east, Handy Township, Livingston County, Michigan, City of Fowler-

The crossing will consist of one (1) No. 4 MXAT 120/240 volt service wire, 30 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.

Yours very truly,

T. L. Carlson

General Superintendent

Signals and Communications

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ville.



SIGNAL AND COMMUNICATIONS DEPARTMENT

PREFERENCE Detroit 2, Mich.

1958 AUG 14 PM 12 27
REAL ESTATE AND
RIGHTS-OF-WAY DEPT.

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

M. F. ANDERSON

P. A. FLANAGAN Supt. of Comms.

August 13, 1958 E

WC Powlerville

The Betroit Edison Company 2000 Second Avenue Betroit 26, Michigan

Attention: Mr. I. W. Gamble

Supervisor of Rights of Way Real Estate and Rights of Way Sept.

### Gentlemen:

This will acknowledge receipt of your letter dated August 8, 1958, requesting waiver of right of notice and hearing before the Michigan Public Service Commission for permission to reconstruct an existing serial wire line crossing over side track and right of way opposite main line station 3075 plus 00 in Fowlerville, Michigan. Crossing as reconstructed to consist of three 40 AAX wires carrying 4800 volts and one 46 and three 42 TBWP wires carrying 120/240 volts.

The Chesapeake and Chio Railway Company hereby waives hearing before the Hi higan 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.

Yours very truly,

General Superintendent Signals and Communications レンケング

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

TO:

Mr. T. L. Carlson, General Superintendent The Champeste and Obio Railway Company Signals and Communications Department C & O Building, NOS Eleventh Avenue Bunishman, Wood Viscolais, 25708

Proposed Overhead Wire Crossing:	Span C-G - One A HEAT I	ethr colvess three chro	
Specific I make In Religion to	Penerty of a natus 120 f	but Wast of From Street and 2	1 <b>∆</b> ⊃
Specific Location	Fruik Street.		<b>D</b>
			RIGHT
			O.F.
R. R. Valuation Station 3074+	<b>50</b> R. R. Mile Post		<u> </u>
City/Village	Township	ly, Northeast 1/4 Section 15	OK.
County Detr	oit Edison Plan Attached	z26830 	0
This is a New Crossing	This is a Reconstruction	n of Existing Crossing	7
Previous Agreement Information (if	any) Date	(R. R. Plan)	
			<del></del>
Blanket Waiver of Hearing Covers_			
(Waiver of He	earing to be mailed to applica	nt listed below)	
All construction will be done in acco Commission.		gulations of the Michigan Public Serv	vice
SAMILE OF THE STATE OF THE STAT	I. W. Conk		<b>V</b>
160% 16%	3.000,000,000	men vertical are suit references.	

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. THE DETROIT EDISON COMPANY RX2683C PROPOSED LINE CROSSING OVER THE CHESAPEANE + OHIO R. R. IN R.R. PROP. 140 + 165' W. OF FREE - 210'+ 170'5. OF FRANK . EXISTING PERMIT NUMBER <u>E.D. 2-8-9487</u> CITY OF FOWLERVILLE SECTION 15 NE 14 HDY 13-2 T 3N R 3E COUNTY LIVING STON TOWNSHIP HAND CONDUCTORS POLES NUMBER SIZE KIND VOLTAGE LOCATION CLASS LENGTH TYPE NOTES PAN B-MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1955. MOOD 0 4300 AXX B-45 6 18W 120/240  ${\mathcal D}$ 40 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SER-VICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH 1 R.R. BLE 30 WOOD. CROSSINE MINIMUM CLEARANCES 40 120/240 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 R. R. SIGNAL 0.750 VOLTS 2 FT 750 - 8.700 VOLTS 6 FT APPROVED 8.700 - 50,000 VOLTS GENERAL J.METZ ENGINEERING DEPT. G. HART HOWELL ESTIMATOR. .. OVERHEAD LINES DEPT. DE FORM SE 32 10-84 x STRINGING SAG AT 600 LOWEST CONDUCTOR HEIGHT OF LOWEST COND HEIGHT OF LOWEST COND. SPAN 5 PAN LENGTH OVER R.R. TRACKS OVER K. R. TRACKS OVER RIRI SIGNAL WIRES B-C #2 TBWP 159' 30" 28-6" NONE 88' \*4MXAT 30'-0" C-G NONE

NOTE: SPAN B-C REMAINS UNCHANGED FROM RX26838.

