

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.

By: CSX TRANSPORTATION, INC.

Its Attorney-in-Fact

T. R. Jackson Assistant Vice President

TRJ:hkm

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

DETROIT EDISON COMPANY

BY:

Title: Paul W. Potter, Director Corporate Real Estate

# REAL ESTATE & RIGHTS OF WAY DEPARTMENT

Date:

November 17, 1982

To:

Elaine Ryan Records Center

130 G. O.

From:

L. G. Sundstrom

Public Agency Coordinator

448 G. O.

Subject:

Replacement Agreement for License Agreement

With Chessie System Railroads Located in

Detroit, Michigan. License Agreement

Number 93636, D.E. Records Center File # 23496.

REPUBLI

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Attached for the Records Center file are papers rrelated to the above license agreement #92636.

The new annual rental rate is \$1400 per year, which is an increase of \$1391.50.

The annual rental is payable October 4, commencing with the payment due October 4, 1982. The current year's payment has been made.

The Accounts Payable Department is requested to amend the annual payment to \$1400 per year. This has previously been placed on the annual railroad payment tape for payment.

Please make this material a part of Records Center File #23496.

This agreement was precessed by L. G. Sundstrom, Public Agency Coordinator.

LGS:ss

## Attachment

cc: D. Barkley

A. L. Heitsch

J. A. Blagdurn

E. D. Henschell

T. E. Blondell

J. Howe

R. W. Burk

J. A. Kubani

J. P. Cooper

M. E. Urban

C. L. DeFauw

F. Warmbier

G. W. Flowerday

G. Williams

926 360 23496

Melvin G. Trimble

Manager - Office Services

Real Estate and industrial Development

June 15, 1982 J/js

In reply refer to: L19944



100 North Charles Street Baltimore, Maryland 21201 301 237 3754

Mr. L. G. Sundstrom
Public Agency Coordinator
Real Estate and Right of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Sundstrom:

Enclosed for your records is an executed counterpart of Agreement dated October 4, 1981 covering maintenance of your wire line facilities extending along our property at Detroit, Michigan.

Sincerely,

M. G. Trimble



RECORDED DICTE OF TAY NO. 23496

THIS AGREEMENT, made as of the 4th day of October , 19 81, by and between THE CHESAPEAKE AND OHIO RAILWAY COMPANY

first party, hereinafter called "Licensor", and DETROIT EDISON COMPANY

second party, hereinafter called "Licensee";

WITNESSETH:

WHEREAS, Licensee has applied to Licensor for license and permission to construct, maintain and use three (3) 4,800-volt wires and seven (7) poles extending along Licensor's property

(all of which, including appurtenances and changes herein provided for, are hereinafter referred to as "facilities"), upon, over, under, across or along, as the case may be, the tracks, right-of-way and property owned, controlled or operated by Licensor at Detroit, Michigan,

as indicated in red on Licensee's plan(s) numbered marked Exhibit A and dated 8/7/65 , attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises, the promises and agreements herein contained and the sum of One Dollar (\$1.00) paid by each to the other, the receipt whereof is respectively acknowledged, the parties hereto agree as follows:

FIRST: Licensor, in so far as it has the power and authority so to do and subject to compliance with the terms and conditions hereinafter contained to be kept and performed by Licensee, hereby permits Licensee to construct, maintain and use said facilities across the tracks, right-of-way and property of Licensor at said location.

Licensee, at its expense, will furnish all materials and, at a time satisfactory to Licensor, construct, maintain, use, change and remove said facilities or any part thereof in accordance with the design and specifications shown on said plan(s) and as in this agreement provided, all in a prudent and workmanlike manner, in conformity with any applicable statutes, orders, rules, regulations and specifications of any public body having jurisdiction thereof, and so as not to interfere with or endanger, in the judgment of Licensor, any property, traffic, operations, maintenance, employes or patrons of Licensor, or of others occupying or using its property at said location.

SECOND: Licensee will give Licensor at least 5 days written notice before doing any work of any character hereunder at said location except that in cases of emergency demanding immediate examination or repairs Licensee may give shorter notice. If, at any time, said facilities, or any part thereof, in the judgment of Licensor, cause any interference or danger referred to in Section FIRST hereof that is emergent, Licensee, upon notice from Licensor, will promptly take remedial action in accordance with such notice, and upon failure so to do Licensor, at Licensee's expense, may take such action. In any non-emergency case of such interference or danger Licensee, within 30 days after receipt of notice from Licensor, will take remedial action in accordance with such notice, and upon failure so to do Licensor, at Licensee's expense, may take such action.

If Licensor deems it advisable during the progress of any work of construction, maintenance, repair, renewal, alteration, or removal of said facilities of Licensee to place watchmen, flagmen, inspectors or supervisors for the protection of the operations of Licensor or property of Licensor or others on Licensor's right-

of-way and property, Licensor shall have the right so to do at the expense of Licensee, but Licensor shall not be liable for the failure so to do or the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

THIRD: During any work of any character hereunder at said location, Licensee, at its expense, will support the tracks and roadbed of Licensor in such manner as shall be necessary in the judgment of Licensor to prevent any interference or danger referred to in Section FIRST hereof, and upon the completion of said work will restore said tracks, roadbed and other property to their original condition, provided that Licensor, at its option and at the expense of Licensee, may do all the work of supporting its tracks and roadbed and of restoring the same.

FOURTH: If Licensor determines that all or any of said facilities, or the location hereof, should be changed or altered, or that they should be entirely removed, Licensee, at its expense and in a manner satisfactory to Licensor shall make such changes, alterations or removal, as the case may be, and restore the premises affected to their original condition within 30 days after, and in accordance with the requirements of written notice from Licensor so to do. If Licensee fails to make such changes, alterations, or removal and restoration of premises as above provided, Licensor may do such work at the expense of Licensee.

If Licensee desires to revise, renew, relocate, or change in any manner whatsoever all or any of said facilities (including any change of voltage or operating pressure), or if Licensee is required to change or alter the same, plans therefor shall be submitted to and approved by Licensor before any such change is made, and the terms and conditions of this agreement shall apply thereto.

FIFTH: Upon cessation of the use as herein contemplated of said facilities, or any part thereof, Licensee will notify Licensor thereof and, unless the parties otherwise then agree, Licensee will remove the same and restore Licensor's affected premises in a manner satisfactory to Licensor. If Licensee fails so to remove and restore within 30 days after receipt of written notice from Licensor so to do, Licensor may do such work at the expense of Licensee.

SIXTH: Upon execution of this agreement Licensee will pay to Licensor for the preparing of this agreement the sum of the annual sum on each anniversary of this agreement thereafter until terminated or adjusted by Licensor. Licensee will pay all taxes assessed upon said facilities, or on account of their existence, and shall indemnify Licensor against the payment thereof.

SEVENTH: If Licensee fails to make the payments provided for herein or shall fail to perform any of the other terms or conditions of this agreement, and shall fail to remedy any such breach in accordance with the requirements of written notice of Licensor so to do, then and in that event Licensor may at its option forthwith terminate the permission herein granted. Upon such termination Licensee, at its expense, will promptly remove such facilities and restore the premises to their original condition, and if Licensee fails so to do, Licensor may do such work at the expense of Licensee.

EIGHTH: Licensee hereby assumes, and releases and agrees to indemnify, protect and save Licensor harmless from and against, (i) all loss of and damage to any property whatsoever (including property of the parties hereto and of all other persons whomsoever and the loss of or interference with any use or service thereof), and (ii) all loss and damage on account of injury to or death of any person whomsoever (including employees and patrons of the parties hereto and all other persons whomsoever), and (iii) all claims and liability for such loss and damage and cost and expenses thereof, caused by or growing out of the operation of this agreement or the presence, construction, maintenance, use, repair, change or relocation and subsequent removal of said facilities, or any part thereof, whether caused by the fault, failure or negligence of Licensor or otherwise.

NINTH: The term "Licensor" as used in Section EIGHTH hereof shall include any company whose tracks, right of way, or other property may be leased or operated by Licensor or any other company at the aforesaid location.

TENTH: Licensor's expense for any work performed by it at the expense of Licensee pursuant to the terms hereof will be paid by Licensee upon receipt of a bill therefor. Such expense shall include, but not be limited to cost of labor and materials, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances, and freight and handling charges on all material used.

RECORDED RIGHT OF WAY NO. 23496;

pos

ELEVENTH: All notices and communications concerning this agreement shall be addressed to Licensee at 2000 Second Ave., Detroit, Michigan 48226, and to Licensor's Division Manager

at Detroit, Michigan

or at such other address as either party may designate in written notice to the other.

TWELFTH: Any approval given or supervision exercised by Licensor hereunder, or failure of Licensor to object to any work done, material used or method of construction or maintenance of said facilities, shall not be construed as an admission of responsibility by Licensor or as a waiver of any of the obligations of Licensee under this agreement.

THIRTEENTH: Any waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.

FOURTEENTH: This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors or assigns, but no assignment thereof or of any rights or obligations thereunder shall be valid for any purpose without the written consent of Licensor.

FIFTEENTH: This agreement replaces a prior agreement dated October 4, 1965 and all prior agreements between the parties hereto, or their predecessors, concerning the same facilities; it being intended, however, that this agreement shall not act as waiver of liability defenses or claims for acts or omissions of the parties hereto under said prior agreement(s) occurring prior to the date of this agreement.

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

WITNESSES:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

autonio Martinez

Vice President-Transportation

DETROIT EDISON COMPANY

ATTEST:

(Licensee)

(title)

ROBERT R. TEWKSBURY, DIRECTOR Roal Estate and Rights of Way Dept.

tit/le) ,

ESLIE G. SUNDSTROM

# RECORDED RIGHT OF WAY NO. 2349

# INTERDEPARTMENT CORRESPONDENCE

	January 6, 1966
TO RECORDS	CENTER:
Attached is fu	lly executed copy of agreement/permix from:
	The Chesapeake and Ohio Railway Company
Facilities Cov	vered: 4800 volt pole line.
Specific Local	tion: North of Buchanan Street and South of Michigan Avenue.
1	
D. D. Valuatio	on StationMile Post
	Detroit Township 10 No. 140-283
	ayne Detroit Edison Plan No. WC-383
_	PARE Date October 4, 1965 R. R. Plan No
Preparation F	ee \$25.00 Annual Rental \$42.50 for a 5-year period beginning 10-4-65 through 10-3-
Supersedes an	nd Cancels Agreement datedR/W No
This is a Supp	plemental Agreement and is to be made a part of R/W
Attached Gran	I GENE ACCTO DEPT I
of R/W No. 90	CONTRACT BOOK NO 23496 DECARDE
ngwelle	Tabate 2-4-66 RECEIVED JAN 26 1966
711 Buch	a CHECKED BY A NAVY TOKLER MADE
V Mic	higan of the Will Damber

15/jft FEB 2 1966 RP 64 cs DET 172 174

DE FORM PD 189

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

THE CARROLL

PLEASE SECURE RIGHT OF WAY AS FOLLOWS:	1 3 8 5 19 <b>65</b>		
	PROP.& R/W DEPE	DATE	8-20-65
LOCATION Buchases & Hermond	Phot long to see	APPLICATION NO	WC-383
•		DEPT, ORDER NO	A-11976
CITY OR VILLAGE Detroit		0, F. W. NO	89174
TOWNSHIP COUNTY	Veyzo	. BUDGET ITEM NO	1001-501
DATE BY WHICH RIGHT OF WAY IS WANTED	9-10-65	INQUIRY NO.	
THIS R/W IS	AGCUM %.	JOINT RIGHT OF WAY REQUIRED	YES NO
NOTE: Identify on print or sketch the subdivisions as to section	location and liber and page.		
KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED	onles on CAO R.R. pr	reports and 3 #W	O primary
4800 volt wires. Pales set 30° E.	of W. preparty lim	and vary from S	n' to th'
b. of marest rail.			
LANS mode manufacture to	Historia Steel Co.W.	4 2600 WILLIAM	

SIGNE	.D	
	Warren Service Center	Overhead Lines
	OFFICE	DEPARTMENT
REPORT OF RE	AL ESTATE AND RIGHTS OF WAY DEPT	

(Formerly: Hilitary Plant of Kelsey Rayes Co.)

Permission granted as requested by The Checapeake and Ohio Railway Company in accordance with their Agreement dated October 4, 1965 in Records Center. 8

Jamuary 6, 1966

I. W. Camble, Supervisor of Rights of Way Properties and Rights of Way Department

TECTORDED RIGHT OF

THIS AGREEMENT, made this 4th day of October, 1965, 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:

### WITNESSETH:

WHEREAS, Second Party desires to construct, operate and maintain three (3) #4/0 primary 4800 volt wires and seven (7) poles on and along the right of way of the First Party's Northern Region, Detroit Terminal Division, in the City of Detroit, Michigan, as shown on Second Party's Form OL 161 PTG. 11-64 dated August 7, 1965, marked for identification as Exhibit "A" hereto attached and made a part hereof.

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 First Party may lawfully do so, the right to construct, maintain, operate and use said aerial wire lines and associated facilities on and along First Party's right of way, as shown on Exhibit "A", upon the following terms and conditions, and subject to the following limitations, and not otherwise:

- 1. Said aerial wire lines and associated facilities shall be maintained and used in accordance with the legend and specification requirements appearing on said attached exhibit .
- 2. If, in the judgment of First Party, the maintenance or use of Second

  Party's aforesaid aerial wire lines and associated facilities shall at any time cause
  inductive or physical interference with the communication circuits now or hereafter
  installed on the property of First Party or in any manner interferes with the operation, maintenance, or use by First Party of its right of way, tracks, structures, pole lines, devices, facilities, or other of its property, Second Party, within thirty (30) days after receiving written notice from First Party to that effect, will promptly, at its own risk, cost, and expense, make all changes in its facilities as, in the judgment of First Party, may be required to eliminate such interferences.

3. In the event First Party shall at any time hereafter 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 to otherwise improve, change or relocate its structures, pole lines, devices or facilities at or in the vicinity of First Party's property occupied by Second Party's aerial wire lines and associated facilities, which rights First Party hereby expressly reserves unto itself, Second Party, within thirty (30) days after receiving written notice from First Party so to do, will promptly, at its own risk, cost, and expense, relocate, raise, alter or otherwise change its aerial wire lines and associated facilities to a location or locations and in a manner which, in the judgment of First Party, will enable First Party 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 to otherwise improve, change or relocate its structures, pole lines, devices or facilities as aforesaid.

4. Second Party shall and will at all times hereafter assume all liability for loss of or damage to all property whatsoever and injury to or death of all persons whomsoever, caused either in whole or in part by, or arising out of, or resulting in any manner, whether solely or jointly, concurrently, or in connection with other causes, from maintenance, existence, use, renewal or removal of said aerial wire lines and associated facilities covered by this agreement or from a failure to maintain, repair, or renew the same, or the collision of engines, trains, or cars with said aerial wire lines and associated facilities and Second Party shall and will protect, indemnify, and save harmless First Party, its successors and assigns, from and against any and all detriments, damages, losses, claims, damages, suits, judgments, costs and expenses arising from or by reason thereof.

- 5. Second Party shall pay to First Party upon the execution of this agreement a license fee of Twenty-Five Dollars (\$25.00) toward the cost of preparation of this agreement and supervision expense. Second Party shall also pay to First Party as a rental charge for the use of its premises the sum of Forty-Two and 50/100ths Dollars (\$42.50) on the execution of this agreement, for the five-year period extending from the 4th day of October, 1965, through the 3rd day of October, 1970, and the sum of Forty-Two and 50/100ths Dollars (\$42.50), 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, First Party shall refund to Second Party the uncarned portion of any rental previously paid by Second Party to First Party in connection with this agreement.
- 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 aerial wire lines and associated facilities from the right of way of First Party and to restore and leave said right of way in as good condition as before the relocation of said aerial wire lines and associated facilities. 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 without incurring any liability to Second Party, may perform the work of removal and restoration at the cost and expense of Second Party. Second Party shall repay to First Party all such cost and 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 successors and assigns of the parties hereto. No assignment by Second Party of this agreement, or of any rights hereunder, shall be made without obtaining the prior written consent of First Party.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be duly executed.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

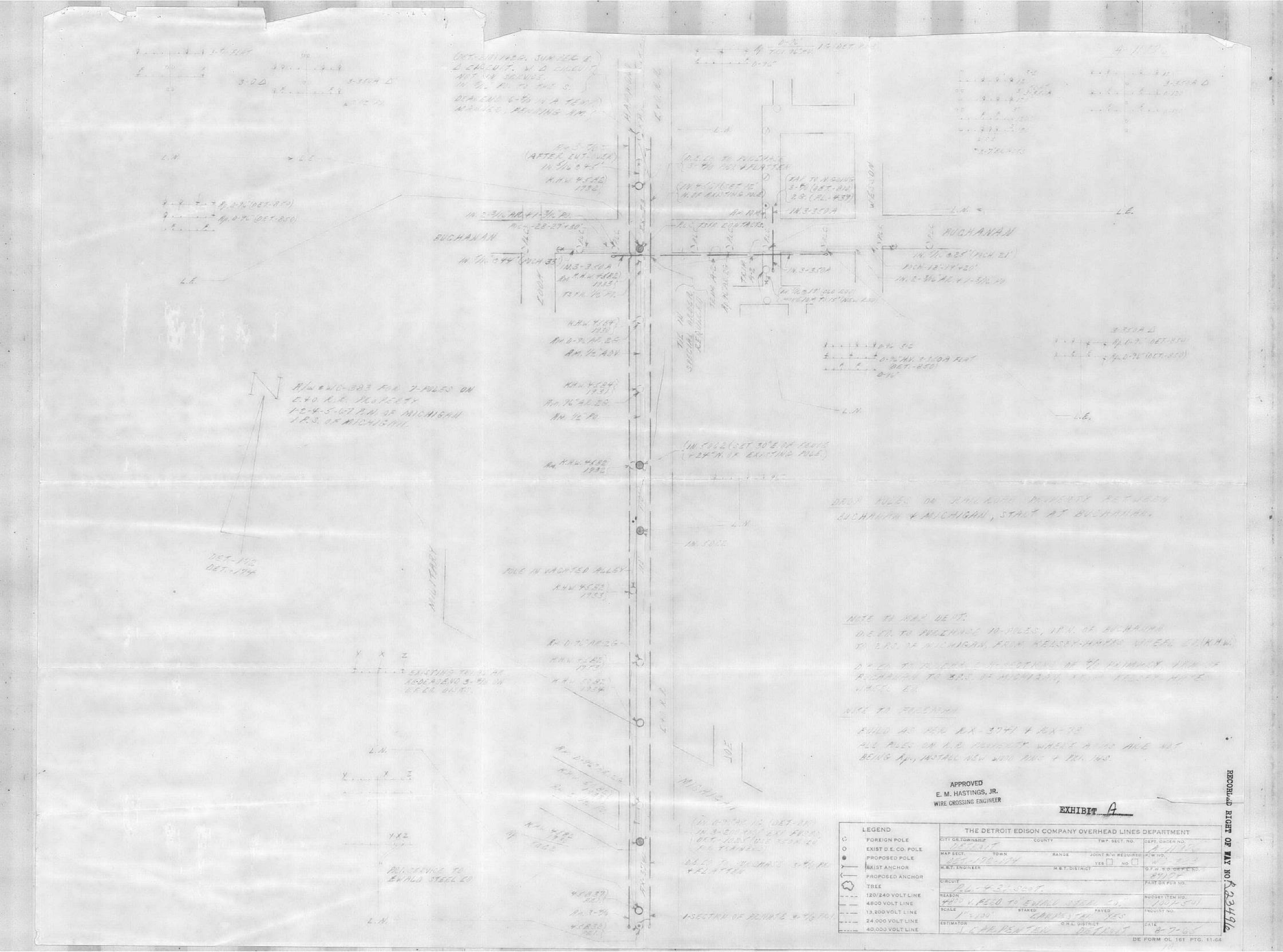
BY Cy Court

Vice President

THE DETROIT EDISON COMPANY

Director

Property and Right of Way Department



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