

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

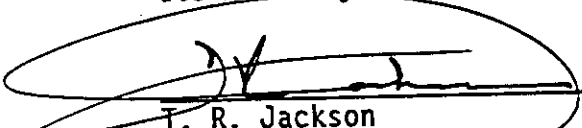
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

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.

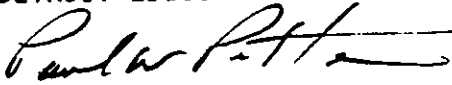
Please indicate your understanding and acceptance of the foregoing by having the duplicate original of this letter executed on your behalf and return to the undersigned. No further revision of the individual license agreements will be necessary to effect the changes set forth in the first sentence of 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. 24698

SEE:
RECORDED RIGHT OF WAY NO. 43790

INTERDEPARTMENT CORRESPONDENCE

October 6, 1967

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company

File: 131-4-9161

Facilities Covered: **One #0 AWA combination shield and neutral wire and three #000 ACSR - 13,200 volt wires (Span B-C)**

Specific Location: **On private property at a point approximately 910 feet south of the main line of the C & O Railroad and 1800 feet west of Isbell Street.**

S. of and opposite

R. R. Valuation Station 2671 +00 Mile Post _____

City/Village Howell Township Howell, SW 1/4 Sec. 35

County Livingston Detroit Edison Plan No. RX-3885

Agreement/~~Permit~~ Date 8-18-67 R. R. Plan No. Used DE Co. Plan

Preparation Fee \$25.00 Annual Rental \$75.00 for a five-year period beginning 8-18-67 through 8-17-72

Supersedes and Cancels Agreement dated _____ R/W No. _____

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.

REFERRED TO

OCT 12 1967 GEM

HWL-29-3

JVS/jEt

DE FORM PD 189 2-64 CS

RECORDS CENTER	
RECEIVED	OCT 10 1967
TICKLER	GEN'L. ACCTG. DEPT
CLASSIFIED	ENTERED - <i>Chubb</i>
CONTRACT BOOK NO. <u>24698</u>	
DATE <u>10-17-67</u>	
BY <i>W. Gamble</i>	
CHECKED BY <i>[Signature]</i>	

W. Gamble

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

RECORDED RIGHT OF WAY NO. 24698

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of the 18th day of August, 1967, between
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 over
and across the right of way, tracks and wires of Railway, consisting of one (1) #0 AWA combination
shield and neutral wire and three (3) #000 ACSR - 13,200 volt wires (Span B-C)

at a point located at Station south of and opposite 2671 plus 00

Mile Post - - - - - Feet, Detroit

Subdivision, Grand Rapids Division, at ~~XXXXXX~~ Howell

Livingston, County of Michigan, State of Michigan;

said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in
accordance with attached Licensee's Plan RX 3885 dated 7-28-67

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

- - - - -, and of any other person, firm, corporation or association which now or may hereafter have any such facilities on Railway's right of way at or in the vicinity

RECORDED RIGHT OF WAY NO. 251698

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 said
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.

11. Licensee shall pay to Railway 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. Licensee shall also

pay to Railway as a rental charge for the use of its premises the sum of Seventy-five
_____ Dollars (\$ 75.00) on the execution of this agreement, for the five-year period extending from the 18th day of August, 1967 through the 17th day of August, 1972,

and the sum of Seventy-five Dollars (\$ 75.00), 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 previously paid by Licensee to Railway in connection with this agreement.

12. This agreement shall continue in force and effect until terminated by ninety (90) days' notice in writing 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 Licensee hereunder prior to the termination hereof.

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

14. The terms and provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of Railway, _____ and any other person, firm, corporation or association now or hereafter having facilities on Railway's right of way at or in the vicinity of the Crossing, and the successors, heirs, personal representatives and assigns of Licensee. No assignment by Licensee of this agreement or of any rights hereunder shall be made without the prior written consent of Railway.

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

Approved as to form:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By [Signature]
General Manager

THE DETROIT EDISON COMPANY
Licensee

By [Signature]
Director, A. L. Kasameyer
Properties and Rights of Way Department
(title)

Contract
Checked
mac
Supt. of
Costs

[Signature]
[Signature]
[Signature]

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

9-13-67

Railroad File No. 131-4-9161


Mr. R. C. Tench, Chief Engineer - System
Engineering Department
The Chesapeake and Ohio Railway Company
C&O Building, 405 Eleventh Avenue
P.O. Box 1800
Huntington, West Virginia 25712

Dear Mr. Tench:

We are returning agreement/~~permits~~ in duplicate, covering our facilities over your tracks and/~~an~~ right of way as shown on our Plan RX-3885 and located as follows: **On private property at a point approximately 910 feet South of the main line of the railroad and 1800 feet West of Isbell Street, Survey Station 2671 plus 00.**

City/~~Village~~ Howell Township, Howell, S.W. 1/4 Sec. 35,
County Livingston. The agreement/~~permits~~ has been signed for our Company.

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

Yours very truly,

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

HB/nk

RECORDED RIGHT OF WAY NO. 24698

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

June 26, 1968

MICHIGAN PUBLIC SERVICE COMM.	
PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. _____	R & S. _____
JUL 3 1968	
Adm. _____	_____
File _____	_____

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, Robert Laubengayer, Line Design Supervisor
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossing, covered by Wire Crossing Permit No. ED2-8-6107,
issued 9-12-67, 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 ED 2-9.01, and that this crossing will be
maintained as provided in such specifications and construction standards.

Yours very truly,



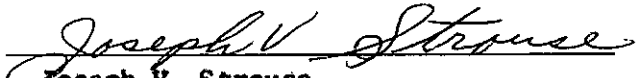
RX No. 3885

Location City of Howell

Livingston County

Railroad Chesapeake & Ohio

Subscribed and sworn to before me this
2nd day of July, 19 68.


Joseph V. Strouse
Notary Public, Wayne
County, Michigan.
My Commission expires 1-23-71

C & OR.R. File No. 131-4-9161

RECORDED RIGHT OF WAY NO. 24698

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

August 22, 1967

MICHIGAN PUBLIC SERVICE COMM.	
PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. _____	R & S _____
AUG 24 1967	
Adm. _____	_____
File _____	_____

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 Howell, SW 1/4 of Section 35, Howell Township, T-3N, R-4E, Livingston County, Michigan.**

Span B + C

One #0AWA combination shield and neutral wire and three #000 ACSR - 13,200 volt wires over the siding tracks of the C.&O.R.R. located on private property at a point approximately 910' South of the main line of the C.&O.R.R. and 1800' West of Isbell 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. (8-17-67)
- 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-3885

Railroad File No. 131-4-9161

Yours very truly,

Permit No. ED2-8-6107

Date 9-12-67

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.

JVS/nk

RECORDED RIGHT OF WAY NO. 24698



THE CHESAPEAKE AND OHIO RAILWAY COMPANY
THE BALTIMORE AND OHIO RAILROAD COMPANY

ENGINEERING DEPARTMENT
CHESAPEAKE AND OHIO BUILDING
HUNTINGTON, W. VA.

August 17, 1967 IF/36

File: 131-4-9161

R. C. TENCH
CHIEF ENGINEER - SYSTEM

I. W. GAMBLE.

AUG 22 1967

PROP. & R/W DEPT.

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. I. W. Gamble

Gentlemen:

Reference is made to your letter dated August 2, 1967, file RX-3885, requesting a waiver of hearing before the Michigan Public Service Commission to permit reconstruction of an aerial power line crossing over our tracks and right of way south of an opposite Station 2671 plus 00 of the Detroit Sub-division, at a point 910 feet south of the main line of the C&O Railway and 1,800 feet west of Isbill Street S.W. 1/4 Section 35, Town 3N, Range 4E, Howell Township, Livingston County, Michigan.

The crossing will consist of one #0 AWA combination shield & neutral wire & three #000 ACSR 13,200 volt wires (Span B-C).

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,

R. C. Tench
Chief Engineer-System

RECORDED RIGHT OF WAY NO. 24698

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226
August 2, 1967

TO: Mr. R. C. Tench, Chief Engineer - System
Engineering Department
The Chesapeake and Ohio Railway Company
C&O Building, 405 Eleventh Avenue
P.O. Box 1800
Huntington, West Virginia 25712

Proposed Overhead Wire Crossing: **One #0AWA combination shield and neutral wire and three #000 ACSR - 13,200 volt wires (Span B-C).**

Specific Location **On private property at a point approximately 910 feet south of the main line of the C&O RR and 1800 feet west of Isbell Street.**

R. R. Valuation Station _____ R. R. Mile Post _____

City/Village ~~Howell~~ **Howell** Township **Howell, S.W. 1/4 Section 35.**

County **Livingston** Detroit Edison Plan Attached **RY-3885**

This is a New Crossing This is a Reconstruction of Existing Crossing _____

Previous Agreement Information (if any) Date _____ (R. R. Plan) _____

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 Department**

JVS/nk

PROPERTY OF THE DETROIT EDISON COMPANY
24699

PROPOSED LINE CROSSING OVER CHESAPEAKE & OHIO R.R. EXISTING PERMIT NUMBER NEW CROSSING
 IN PRIVATE PROP. APPROX. 910' S. OF MAIN LINE OF
C&O. R.R. AND 1800 W. ISBELL ST. CITY OF HOWELL
 SECTION 35, 5N1/4 TOWNSHIP HOWELL (29-3) T 3N R 4E COUNTY LIVINGSTON

NOTES

MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1955.

ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1678 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 R R SIGNAL	0 - 750 VOLTS	2 FT
	750 - 8,700 VOLTS	4 FT
	8,700 - 50,000 VOLTS	6 FT

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
SPAN B-C				A	40	5	WOOD
1	0	AWA	SHIELD & NEUT.	B	50	4	"
3	000	ACSR	13,200	C	50	4	"
				D	45	4	"

CHECKED BY H. GEPPERT GENERAL ENGINEERING DEPT. DATE 7-28-67
 APPROVED BY J. SWICK OVERHEAD LINES DEPT. HOWELL

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R.R. TRACKS	STRINGING SAG AT 60°F	HEIGHT OF LOWEST CONDUCTOR OVER	
				R.R. TRACKS	R.R. SIGNAL WIRE
B-C	145'	#000 ACSR. 13,200V	14"	35.8'	NONE

