



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.

By: CSX Real Property, 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

# INTERDEPARTMENT CORRESPONDENCE

January 20, 1969

TO RECORDS CENTER:

Attached is fully executed copy of agreement/permit from:

The Chesapeake and Ohio Railway Company Railroad File No. 131-4-9975

Facilities Covered: Two 345,000 volt transmission circuits with two ground wires.

Specific Location: In private property approximately 4460 feet north of Willow Road and 90 feet west of Rust Road.

GEN'L. ACCTO ENTERED - CANONICACT EGOK NO. ATE 25 Y LIME MC HECKED BY	69 16, 11	50Mile Post <b>238+81</b> 0
	City/Village	Township Huron (Section 20)
	CountyWayne	Detroit Edison Plan No. RX-3904
	Agreement / Permit Date November	r 29, 1968 R. R. Plan No. Used DECo Plan
	Preparation Fee \$100.00	Annual Rental \$100.00
	Supersedes and Cancels Agreemen	nt datedR/W No
	This is a Supplemental Agreement	and is to be made a part of R/W
REFERRITO TO	Attached Grand Trunk Western Rai of R/W No. 9064.	ilroad Permit Noto be made a part
JAN 28 1969	RECORDS CEP RECEIVED JAN 2 3 1965 TICKLER MADE CLASSIFIED	I. W. Gamble, Supervisor of Rights of Way Properties and Rights of Way Department
DE FORM PD 189	IVS/da1 22 17	en e

# RECORDED RIGHT OF WAY NO. 25456

# The Chesapeake and Ohio Railway Company

### WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this day ofNovember, 19_68 , 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
and across the right of way, tracks and wires of Railway, consisting of two (2) 345 KV Circuits which
consist of 2 #159 MCM ACSR Ground and twelve (12) #954 MCM ACSR wires
at a point located at Station 12574 plus 50
Mile PostFeet,Feet
Subdivision, Seginer Division, at or near
, County of, State of; State of; said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in
accordance with attached Licensee's Drawing No. RX-3904 approved October 14, 1968
marked for identification "Exhibit A"
which are made a part of this agreement and
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

\_, and of any other person, firm, corporation or

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 Chief Engineer—System, 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.

nkakinnenzelekizpananakinnenzenenikakanakinnenzekin zó ibinabenenzetenenginengiokakak Takinegikaza egingenik ibinga égikk-usanikingenikakingenenikakingenengikazakingenengi ibinaben kentaka Ben ir ibinegiken zgike rimiga égikk-usanikingen biskingen bakan kantak zakan zakan zakan zakan anakan kantak Nakazakan zakan zakan binabakan zakan zakan zakan kantak kantak kantak zakan zakan zakan zakan zakan zakan da Taningakan zben zakan binabakan zakan zakan zakan zakan kantak kantak zakan z

RECORDED RIGHT OF WAY NO. 25%

- 11. Licensee shall pay to Railway upon the execution of this agreement a license fee of One Hundred Dollars (\$100.00) 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 One Hundred Dollars (\$100.00) per annum in advance for each and every year, or fraction thereof, during which this agreement shall remain in force and effect.
- 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.  THE CHESAPEAKE AND OHIO RAILWAY COMPANY
Contract Attorney	ByB. G. NASH General Manager
THE	THE DETROIT EDISON COMPANY
MM2 - 201-	ByDirector Properties and Right of Way Departmen

(title)

131-4-9975 ID/44

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

December 4, 1969

Permit No	. ED2-8-6288	

Alexander Allend

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:

of The Detroit Edison Company, Detroit, Michigan, hereby certify that the wire crossing, covered by Wire Crossing Permit No. ED2-E-628E, issued 11-19-68, 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. 3904

Location Huron Township,

Subscribed and sworn to before me this

Location Huron Township,

Subscribed and sworn to before me this

Arh day of December 19 69

Cec. 20, Wayne County

Railroad Chesapeake and

Ohio Railroad My Commission expires 1-23-71

JVS:mle

DE FORM PD 207 1-62 CS

R. R. Waiver File No. 131-4-9975 Valuation Station 1257 + 50 R. R. Mile Post 238 + 810 25456

2000 SECOND AVENUE DETROIT. MICHIGAN 48226

December 16, 1968

Railroad I	tile No.	131-4-99	/3	

Mr. R. C. Tench, Chief Engineer - System Engineering Department The Chesapeake and Chio Railway Company C&O Building, 405 Eleventh Avenue P.O. Box 1800 Huntington, West Virginia 25718

Dear Mr. Tench:

We are returning agreement/permit, in duplicate, covering our facilities over your tracks and/or right of way as shown on our Plan RX-3904 and located as follows:

At a point north of Willow Road and west of Rust Road. Valuation Station 12574+50, M.P. 238+810

City/Village Township, Huron (Section 20) \_\_\_\_\_. The agreement/pennt has been signed for County\_\_\_ our Company.

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

Yours very truly.

I. W. Gamble

Supervisor of Rights of Way

Properties and Rights of Way Dept.

JVS/da1

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226 November 15, 1968

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 Township of Huron, Section 20, Wayne County, Michigan.

Two 345,000 volt transmission circuits with two ground wires located in private property approximately 4,460 feet north of Willow Road and 90 feet west of Rust Road. (Station 1257 plus 50, Mile Post 238 plus 810)

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 cover	ered by blanket waiver.
This application covers reconstruction of existing cel and supersede wire crossing permit No.	ng crossing and will can- dated
This is a new crossing.	
Reference number of construction drawing	ng is RX-3904
	Yours very truly,
	f. r. Gamel
Permit No. ED2-8-6288	I. W. Gamble
Date 11-19-68	Supervisor of Rights of Way Properties and Rights of Way
Ву	

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226 October 16, 1968

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 25718

Proposed Overhead Wire Crossing: Two 3 wires.	45,000 wolt transmission circuits with two ground
	Localizate Mile Post 238 plus 810
	Sch Division: <b>Toledo</b> Division: <b>Saginaw</b>
	M.P.S.C. Meaning William and a large
	Was Che aprelia i di Tibu Richard, Canadago
	R. G. Hench Chief Engineers 1 1
	Your File RX 3904 C. & O. File 131-4-9975 pproximately 4,460 feet north of Willow Road and
R.R. Valuation Station <u>125<b>74</b>+50</u> City/Village	$\sim$
County Netroit Edisor	
This is a New Crossing This	$\sim$
Previous Agreement Information (if any) Date	e(R. R. Plan)
	Waiver of Hearing Requestedin duplicate  be mailed to applicant listed below)
All construction will be done in accordance was Commission.	ith the rules and regulations of the Michigan Public Service
	I. W. Gamble, Supervisor of Rights of Way
JVS/mld	Properties and Rights of Way Department

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226 October 16, 1968

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 25718

JVS /mld

Proposed Overhead Wire Crossing:	Two 34	5,000 ·	volt	transmission	circuits	with	two	ground
With a								

Specific Location Private property approximately 4,460 feet north of Willow Road and 90 feet west of Rust Road.

R. R. Valuation Station 12574+5	0 R. R. Mile Post 238 + 810
City/Village	
County Wayne Detroit Ec	
	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	g to be mailed to applicant listed below)
All construction will be done in accordance	ce with the rules and regulations of the Michigan Public Service
Commission.	fix dance
JVS/mld	I. W. Gamble, Supervisor of Rights of Way Properties and Rights of Way Department

### STATE OF MICHIGAN

### BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Wire-Crossing Permit No. ED2-8-6288

In Re Application of

The Detroit Edison Company

2000 Second Avenue

Detroit, Michigan 48226

Pursuant to Act No. 171 of the Session Laws of 1893, as amended, application having been made to Michigan Public Service Commission by said

## The Detroit Edison Company

for permission to string wires across the tracks of the

Chesapeake and Chio Railroad Company

and said

The Detroit Edison Company

having conformed to the Commission's rules governing the filing of notices and issuing of permits for the construction of electrical lines and said railing company having waived the right of notice and hearing provided for in said act THEREFORE, It is ordered that said

The Detroit Edison Company

be permitted to string the following described wires across the tracks of said railroad at the following described place:

Township of Muron Towers #10314 - #10315

County of Wayne

Crossing of the "Wayne-Lemoyne" and "Wayne-Fostoria Central" 345 kv, 60 hs, 3 phase, 6 wire circuits with two (2) ground wires, located in private property approx. 4460° north of Willow Road and 90° west of Rust Road (Station 1257 plus 50, M.P. 238 plus 810)

State of Michigan

Section 20, T45, R9E 12 - 954 NCM (54/7) ACSR Phase Conductors

2 - 159 MCM ACSR Ground Wires

Per Dwg. RX-3904

as indicated on the attached plans, when, as and if approved.

At the point of crossing said wires shall be installed in accordance with this Commission's rules and regulations.

Given under our hands and the Official Seal of this Commission at the City of Lansing, State of Michigan, this **nineteenth** day of **Movember** 

A,D.19 68

MICHIGAN PUBLIC SERVICE COMMISSION

	Peter					B.			Spivak						k	•										
•	٠		•	٠	٠	٠		•		٠		4	4	٠	•	•				•		•		•	•	٠

Chairman,

Willis F. Ward

Commissioner,

William A. Boos, Jr.

~~, o...

Commissioner.

of

Countersigned

Rnight D. McKesson

Secretary

I, Knight D. McKesson, Secretary of the Michigan Public Service Commission Do Hereby Certify, That I have compared the annexed copy of Railroad Wire Crossing Permit

NO. ED2-8-6288

with the original, and that it is a true and correct transcript therefrom, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Commission, at Lansing, this nineteenth day of November in the year of our Lord one thousand nine hundred sixty-eight

bught D. Meker Secretary

propenso erour of way wo.

### DATA SHEET TO ACCOMPANY DRAWING RX -3904

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the "Wayne-Lemoyne" and Wayne-Fostoria Central"

345 KV circuits over the C. & O. Railroad located approximately 4,460 ft. North of Willow Road, and 90 ft. West of Rust Road in Section 20, Huron Township, Wayne County, Michigan.

Circuits
Two 345,000 volt 60 cycle, 6-wire, 3 phase transmission circuits with two ground wires.

Towers and Crossarms

As per attached prints No. EC.

Conductors
Two 954 MCM 54/7 ACSR conductors per phase with 18" sub spacing and two 159 MCM ACSR ground wires.

Insulators
17-5 3/4 "x 10" 0.B. #32440 or equivalent in suspension.

Guy and Guy Attachments None

Guy Clamps and Insulators
None

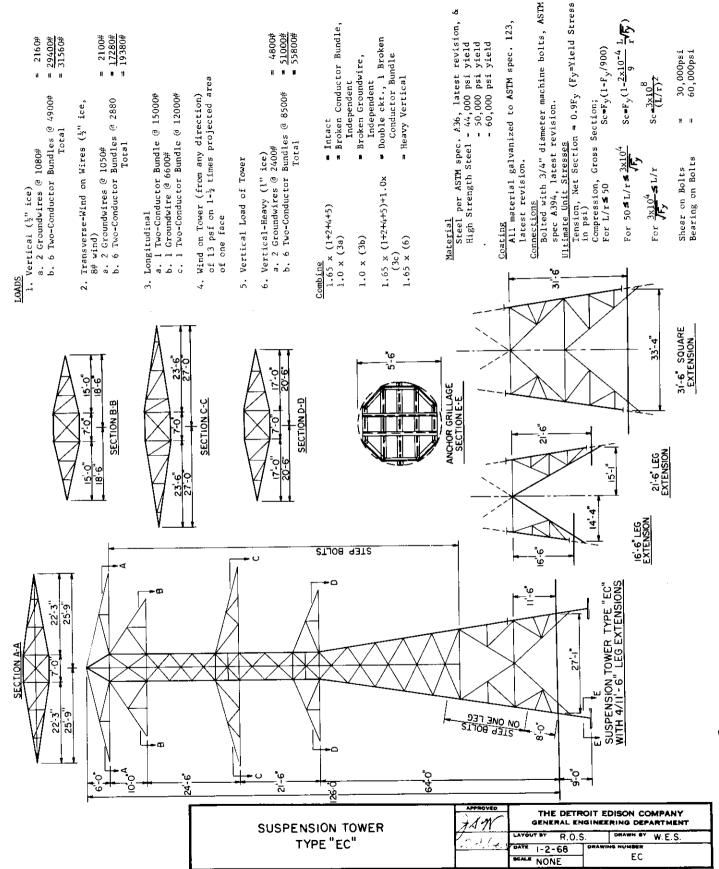
Guy Anchor and Anchor Rods None

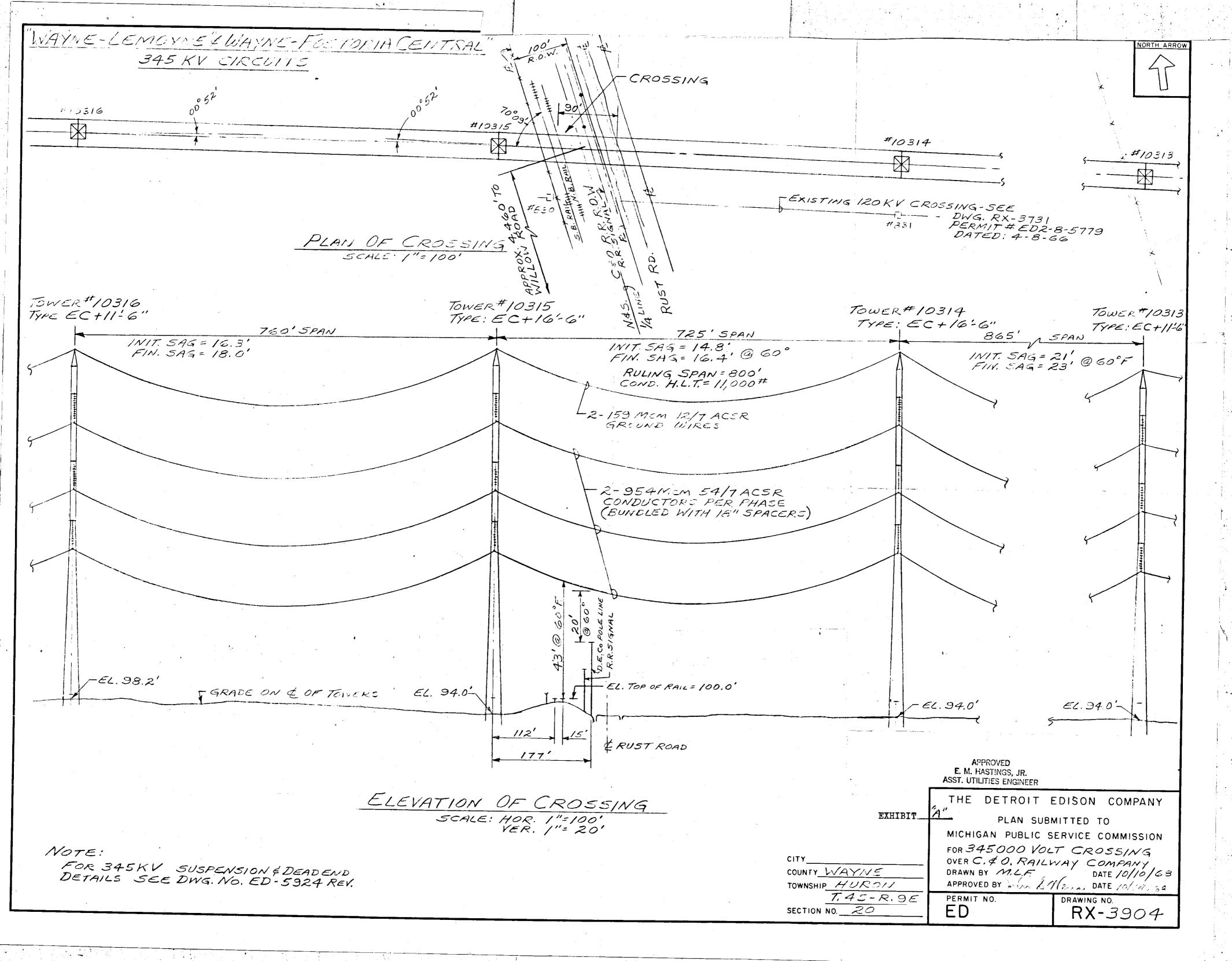
Suspension and Deadend Details

As per attached drawing No. ED-5924 Rev.

General Engineering Department MLF/nd 10/14/68

*.*·:





RECORDED RIGHT OF WAY NO. 25456