



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

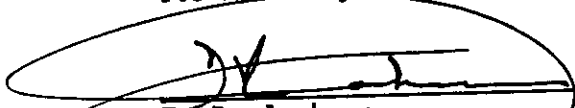
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

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.

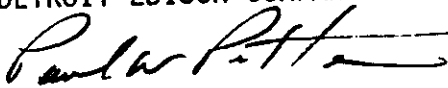
Please indicate your understanding and acceptance of the foregoing by having the duplicate original of this letter executed on your behalf and return to the undersigned. No further revision of the individual license agreements will be necessary to effect the changes set forth in the first sentence of 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. 26556
SEE:
RECORDED RIGHT OF WAY NO. 48790



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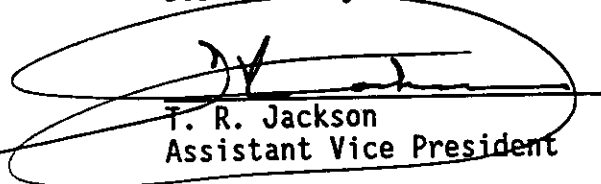
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DETROIT EDISON COMPANY


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

RECORDED RIGHT OF WAY NO. 01537

SEE:
RECORDED RIGHT OF WAY NO. 49790

INTERDEPARTMENT CORRESPONDENCE

Properties and Rights of Way Department

TO RECORDS CENTER: January 8, 1971

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

The Chesapeake and Ohio Railway Company R.R. File No. 131-4-11110

Facilities Covered: Twelve (12) 5 inch ducts incased in concrete containing 24,000-volt cables (4 ducts) and 4800-volt cables (4 ducts)

Specific Location: On Railroad Right of Way in three (3) locations as follows:

- a) At Fullerton ^{AT} ~~South of~~ Robson. Railroad Valuation Station 329 + 30 (66 feet on R/W)
- b) South of proposed I-96 Expressway and North of proposed Service Drive, South of Fullerton and East of Terry, if extended. Railroad Valuation Station 7 + 70 (38 feet on Right of Way - Evans Spur)
- c) At Fullerton and Hubbell. Railroad Valuation Station 318 + 80 (70 feet on R/W)

*SUPERSEDES
R/W 14155
TERMINATED
BY LETTER
11-3-71*

R. R. Valuation Station See Above Mile Post _____

City/Village Detroit Township _____

County Wayne Detroit Edison Plan No. U3-4-7747

Agreement/~~Permit~~ Date November 9, 1970 R. R. Plan No. 26692-E

Preparation Fee \$100.00 Annual Rental \$156.00

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.

MTJ
[Signature]

JAN 27 1971
RECEIVED
PROPERTY RIGHTS DEPARTMENT

PROPERTY RIGHTS DEPT.
2/17/71
[Signature]

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

HB:dmk

RECORDED
Supersedes & Cancels Recorded Right of Way 14155 3455

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this 9th day of November, 1970, 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 under
and across the right of way, tracks and wires of Railway, consisting of twelve (12) 5 inch ducts encased
in concrete containing four (4) 24 KV cables, four (4) 4.8 KV cables and four (4) empty
ducts

at a point located at Station 318 plus 80, 329 plus 30, Main Line, and Station 7 plus 70,
Evans Spur

Mile Post - - - Feet, West Detroit Branch

Subdivision, Detroit Terminal Division, at or near Detroit

Wayne, County of Michigan, State of

said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in

accordance with attached Railway's Eng. No. 26692-E, dated 11-4-70

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 FIRST OF MAY NO. 26554

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 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.

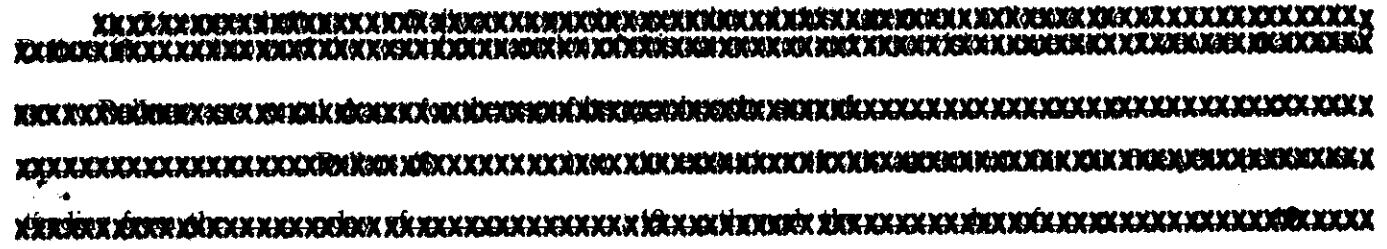
7. In the event Railway shall at any time deem it necessary or advisable to change the grade or location of its track or tracks, to construct any additional track or tracks, to make any other additions and betterments, or otherwise improve, change or relocate its structures, pole lines, devices or facilities 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.

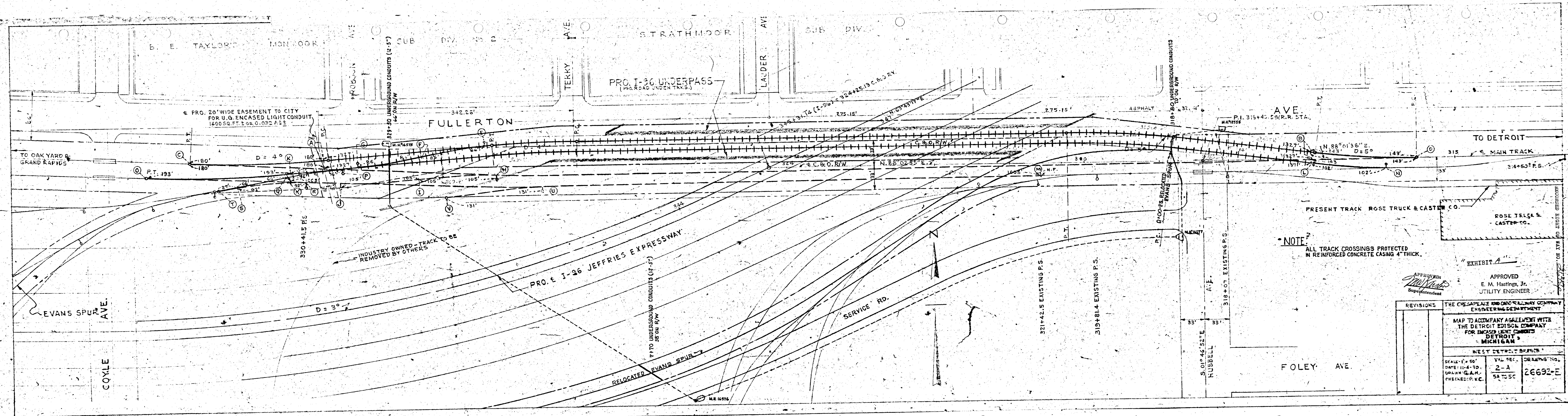
8. Licensee shall and will at all times hereafter release Railway from, and indemnify and save harmless Railway from and against any and all liability, claims, demands, loss, detriments, costs, damages, charges or expenses which Railway may incur, suffer, sustain, be put to, or be in any way subjected 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.

RECORDED RIGHT OF WAY
26556





PRO. 20' WIDE EASEMENT TO CITY FOR U.G. ENCASED LIGHT CONDUIT 1400 SQ. FT. OR 0.032 AC ±

PRO. I-36 UNDERPASS (H.A. ROAD UNDER TRKS.)

PRO. E I-36 JEFFRIES EXPRESSWAY

NOTE: ALL TRACK CROSSINGS PROTECTED IN REINFORCED CONCRETE CASING 4" THICK.

APPROVED: *[Signature]* Superintendent
 APPROVED: E. M. Hastings, Jr. UTILITY ENGINEER

REVISIONS	THE CHESAPEAKE AND OHIO RAILWAY COMPANY ENGINEERING DEPARTMENT	
	MAP TO ACCOMPANY AGREEMENT WITH THE DETROIT EDISON COMPANY FOR ENCASED LIGHT CONDUITS DETROIT, MICHIGAN	
	WEST DETROIT BRANCH	
SCALE: 1" = 50'	VAL. SEC. 2-A	DRAWING NO. 26692-E
DATE: 11-4-70	SA TSC	
CHECKED: P.V.C.		