

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

Real Estate and Rights of Way D	epartment
TO RECORDS CENTER:	
Attached is fully executed copy of agreement/permin from:	:
The Chesapeake and Ohio Railway Company	R.R. File No. 131-4-11754
Facilities Covered:	
Three No. 000 ACSR 13,200-volt wires and One (Span B-C)	No. O ACSR neutral wire.

Specific Location:

In private property at a point 540 feet East of the center line of Childs Road extended and 250 feet North of the center line of Buno Road, one mile Southeast of the Village of Milford.

	R. R. Valuation Station 10854 + 90	Mile Post 68-396
	City/VillageTowns	hip Milford, SW 1/4 of Sec. 24
	County Oakland Detroit E	Edison Plan No. RX-3407A
	Agreement/Ferrat Date June 28, 1971	R. R. Plan No. Used DECo. Plan
	Preparation Fee\$100.00 Annua	al Rental \$50.00
·	Supersedes and Cancels Agreement dated	Jan, 26, 1959 R/W No. 20134
•	This is a Supplemental Agreement and is to	be made a part of R/W
	Attached Grand Trunk Western Railroad Pern	mit Noto-be made a partto-be made a part
REFERRED TO	<b>)</b> ∦,	CONTRACT BOOK NO.
. MIL 20	TRECORDS CENTER	DATE 10/37/71 BY
	RECEIVED ANG 31 71	CHECKED BY Summer
	TICKLER MADE  CLASSIFIED	W. Gamble, Supervisor of Rights of Way
	HB:dmk Re	al Estate and Rights of Way Department
DE FORM PD 189	2 94 CS	Milyord Thup. Sw/4, S/201

# RECORDED RIGHT OF WAY NO CON

## The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

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	THIS AGREEMENT, made as of this 28th day of June 1971, betw
"Railway", and THE DETROIT EDISON COMPANY, a New York Corporation  bereinafter 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 three (3) No. 000 ACSR  13,200 volt wires and one (1) No. 0 neutral wire (Span B-C)  at a point located at Station 10854 plus 90  Mile Post Feet, Toledo  Subdivision, Detroit Terminal Division, at or near. Milford  Subdivision, Detroit Terminal State of Nichigan  accordance with attached Licensees Plan RX3407A, deted 6-2-71  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, and of any other needs of the parties for Railway menew said Crossing across the right of way, tracks, wires and any other facilities of Railway and premers and Crossing across the right of way, tracks, wires and any other facilities of Railway and premers and Crossing across the right of way, tracks, wires and and any other facilities of Railway and premers and Crossing across the right of way, tracks, wires and and any other facilities of Railway and premers and Crossing across the right of way, tracks, wires and and on the facilities of Railway and pr	THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter ca
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	association which now or may hereafter have any such facilities on Railway's right of way at or in the vicin

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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.

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- 11. Licensee shall pay to Railway upon the execution of this agreement a license fee of ONE HUMDRED 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 FIFTY DOLLARS (\$50.00) 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.
- Agreement dated January 26, 1959, between the above parties covering a crossing at the above location is hereby terminated.

. IN TESTIMONY WHEREO	F, the parties hereto have caused these presents to be duly executed.
Approved as to form:	THE CHESAPEAKE AND OHIO RAILWAY COMPANY
	By Henselul A
Paf	General Manager
<b>,</b>	₹ <del>?</del>
	THE DETROIT EDISON COMPANY

Real Estate and Rights of Way Department

## THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

July 14, 1971

Railroad File No. 131-4-11754

Mr. R. C. Tench, Chief Engineer
The Chesapeake and Ohio Railway Co.
C & O Building, 405 Eleventh Avenue
P. O. Box 1800
Huntington, West Virginia 25718

Dear Mr. Tench:

We are returning agreement/FEMMX\* in duplicate, covering our facilities over your tracks and \*\* right of way as shown on our Plan RX-3407A (Span B-C) and located as follows:

In private property 540 feet East of the center line of Childs Road extended and 250 feet North of the center line of Buno Road. One mile Southeast of the Village of Milford.

Val. Sta. 10854 + 90 M.P. 68-396

City/Village Township, Milford, SW 1/4 of Sec. 24

County Oakland The agreement/FEFFEFF has been signed for our Company.

Will you please return one fully executed copy of this agreement/

Yours very truly,

I. W. Gamble

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

BB:dmk

DE FORM PD 186 2-64 CS



#### THE CHESAPEAKE AND OHIO RAILWAY COMPANY

#### THE BALTIMORE AND OHIO RAILROAD COMPANY

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

R C TENCH
CHIEF ENGINEER-SYSTEM

I. W. GAMBLE

JUL 6 1971

R/E & R/W DEPT:

July 1, 1971

File: 131-4-11754 IF/40

Mr. I. W. Gamble Supervisor of Rights of Way Real Estate and Rights of Way Department The Detroit Edison Company 2000 Second Avenue Detroit, Michigan

Dear Mr. Gamble:

This refers to your letter June 8, 1971, Plan RX-3407A, covering a proposed power line crossing our tracks and Right of way at Station 10854 plus 90, on our Toledo Subdivision, Detroit Terminal Division.

with the understanding that the enclosed proposed agreement has been properly executed, and returned to the undersigned, this is your authority to proceed with the construction. Three days' advance notice, in writing, of the start of construction shall be submitted to Superintendent M. W. Karsten, Detroit, Michigan.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

R. C. Tench

Chief Engineer - System

## RECORDED RIGHT OF WAY NO. 2002

### The Detroit Edison Company

2000 SECOND AVENUE

July 8, 1971

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:

DETROIT, MICHIGAN 482RECEIVED MICHIGAN PUBLIC SERVICE COMMISSION

JUL 12 1971

PUBLIC UTILITIES DIVISION

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Chesapeake and Ohio Railway in the S.W. 2 of Section 24, Milford Township, T-2N, R7E, Oakland County.

Span B-C

Three #000 ACSR 13,200 volt wires and one #0 ACSR neutral wire over the tracks of the Chesapeake and Ohio Railway located in private property at a point 540' east of the centerline of Childs Road, extended and 250' north of the centerline of Buno Road one mile southeast of the village of Milford.

Railroad Valuation Station 10854 + 90 Mile Post 68-396

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.

- x) Enclosed is a waiver of hearing granted by the Railroad Company.
- R.R. File No. 131-4-11754 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. ED2-8-4540 dated 12-26-58
- This is a new crossing.

CN:dmk Reference number of construction drawing is RX- 3407A

Yours very truly.

ED2-8-6836 Permit No.

I. W. Gamble Supervisor of Rights of Way Real Estate and Rights of Way Dept.

Check in circle indicates statement applicable.

The Detroit Edison Company 10854 plus 90 2000 SECOND AVENUE Stationard DETROIT, MICHIGAN 48228tion: -Sub-Division: \_\_Toledo Division: Detroit Terminal TO: June 8, 1971 M.P.S.C. Hearing Waived 6-28-7/ Mr. R. C. Tench, Chief Engineer The Chesapeake and Ohio Railway Company The Chesapeake and Ohio Railway Company C & O Building, 405 Eleventh Avenue Ac lo Tinch P. O. Box 1800 Huntington, West Virginia RX-3407-A Your File \_ 11754 131-4-C&O File Proposed Overhead Wire Crossing Three No. 000 ACSR 13,200-volt wires and One No. 0 ACSR neutral wire. (Span B-C) Specific Location In private property at a point 540 feet East of the center line of Childs Road, THE CHANGE CENTRAL OF extended and 250 feet North of the center line of Buno Road, one mile Southeast of the Village of Milford. R. R. Valuation Station 10854 + 90 R. R. Mile Post 68 - 396 \_\_\_\_\_Township Milford, SW 1/4 of Sec. 24 City/Village \_\_\_\_ Oakland Detroit Edison Plan Attached RX-3407A County \_\_ This is a New Crossing \_\_\_\_\_ This is a Reconstruction of Existing Crossing \_\_\_\_ X Previous Agreement Information (if any) Date January 26, 1959 (R. R. Plan) A-581128 (11-28-3 Blanket Waiver of Hearing Covers\_\_\_\_\_ Waiver of Hearing Requested <u>in duplicate</u>

(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

I. W. Gamble, Supervisor of Rights of Way Real Estate and Rights of Way Department

Commission.

## THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT. MICHIGAN 48226

T0:

June 8, 1971

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

Proposed Overhead Wire Crossing:

Three No. 000 ACSR 13,200-volt wires and One No. 0 ACSR neutral wire. (Span B-C)

Specific Location

In private property at a point 540 feet East of the center line of Childs Road, extended and 250 feet Morth of the center line of Buno Road, one mile Southeast of the Village of Milford.

extended and 250 fe	et Morth of th	he center line of Buno Road, one mile	RICORDED
Southeast of the V	TITER OF WITH	otu.	RDED
			BIGHT
R.R. Valuation Station	10854 + 90	R. R. Mile Post68 - 3%6	T OF
City/Village	·	Township Milford, SW 1/4 of Sec. 24	AYA
		on Plan Attached <b>RX-3407A</b>	NO. 7
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Previous Agreement Informa	tion (if any) Date	te_January 26, 1959 (R.R. Plan) A-581128 (11-18.	-58 Q
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(Wair	ver of Hearing to	be mailed to applicant listed below)	
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Real Estate and Rights of Way Department

Commission.



