

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

DE FORM PD 189 2-64 CS

## INTERDEPARTMENT CORRESPONDENCE

•	January 5, 1972 TO RECORDS CENTER:
	Attached is fully executed copy of agreement/permit from:
	The Chesapeake and Ohio Railway Company R.R. File No. 131-4-11987  Facilities Covered:
·	Three No. 636 B 13,200-volt wires and One No. O ACSR neutral wire. (Span B-C)
	Specific Location:  In private property 110 feet West of the center line of Jones Road and 163 feet North of the center line of Ford Road extended.
	R. R. Valuation Station 12846 + 26.5 Mile Post  SW  City/XXXXXX Carleton Township Ash, 5E 1/4 of Sec. 17
	County Monroe Detroit Edison Plan No. RX-4219
	Agreement/RXXXX Date November 16, 1971 R. R. Plan No. Used DE Comp. Plan Preparation Fee \$100.00 Annual Rental \$50.00
•	Supersedes and Cancels Agreement datedR/W No
•	This is a Supplemental Agreement and is to be made a part of R/W
REFERATO TO 码形23	Attached Grand Trunk Western Railroad Permit No. The Access Sept to be made a part of R/W No. 9064.
<u>.</u>	RECORDS CENTER BY Almy
÷	PECEIVED FEB 2 72  Lange L Draman  CHECKED BY  CHECKED

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

Let 17

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# RECORDED RIGHT OF WAY NO (人文)

# The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this 16th day of November, 19 71, between
THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter cal
"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 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. 636 8
13,200 volt wires and one (1) No. 0 ACSR neutral wire (Span B-C)
at a point located at Station 12846 plus 26.5
Mile PostFeet,Feet,
Subdivision, Detroit Terminal Division, at or near Carleton
, County of Monroe , State of Michigan
said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being
accordance with attached Licensee's Dwg. RX-4219, dated 10-21-71
marked for identification "Exhibit A"
which are made a part of this agreement a
white the second
which are incorporated herein and made a part hereof by reference; said crossing and the aforesaid facilities a 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 following terms, covenants, conditions and limitations;
NOW, THEREFORE, in consideration of the premises and the observance by Licensee of the terr covenants, conditions and limitations hereinafter set forth, it is agreed by and between the parties hereto follows:
1. Railway hereby licenses and permits Licensee, at its sole risk, cost and expense, to construct, opera 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
association which now or may hereafter have any such facilities on Railway's right of way at or in the vicin

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 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 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.
- 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.

14. The terms and provisions of this agreement shall inure to the benefit of and be binding upon the

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

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By

General Manager

APPROVED:

bance

THE DETROIT EDISON COMPANY

Licensee

Director
Real Estate and Rights of Way Department

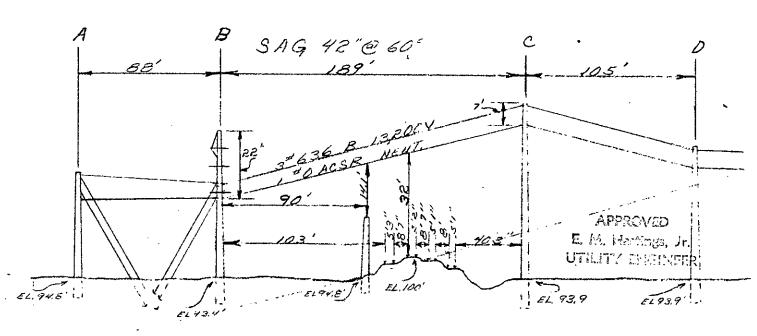
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AW DEPARTMENT Momes 11/26/71 Q A Proved:

(title)

RECORDED RIGHT OF WAY NO 37568 D.O. A-41286 THE BETRO!T EDISON COMPANY RX 42.19 PROPOSED LINE CROSSING OVER SEASONS EXISTING PERMIT NUMBER NEW CAR VILLAGE CHTY OF LAE OF COF FORD RE. SE, VI TOWNSHIP ASH ASH 12:3 T 55 R 76 COUNTY MONECE CONDUCTORS POLES SIZE KIND VOLTAGE LENGTH CLASS TYPE NOTES MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1955. 10001 B. 11 ورعه : . . + ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1879 OF MICHIGAN PUBLIC SER-VICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH 4 7 7 50 MINIMUM CLEARANCES D NEAREST POLE TO RAIL SIDING 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 GENERAL Engineering Dept. 6 FT APPROVED C. SCHIEFERLY DESIGNED BY J. ST. MICHAELOVERHEAD LINES BEPT MINICOL LOWEST CONDUCTOR STRINGING SAG AT 60°F HEIGHT OF LOWEST CONDUCTOR OVER SPAN LENGTH SPAN R.R. SIGNAL WIRE R.R. TRACKS EARD RD. EXTENDED

FEXHIBIT A"



ELEVATION LOCKING SOUTH

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

February 29, 1972

PERMIT NO. ED2-8-6954

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION

MAR 2 1972

PUBLIC UTILITIES DIVISION

Michigan Public Service Commission Lansing Michigan

Gentlemen:

wire crossing, covered by Wire Crissued 1/14/72, he specifications of the Michigan Pulstandards of The Detroit Edison Commission on July 19, 1939, file	troit, Michigan, hereby certify that the ossing Permit No. ED2-8-6954 as been constructed in accordance with blic Service Commission and construction ompany, approved by Michigan Public Service ED 2-9.01, and that this crossing will be ecifications and construction standards.
•	Yours very truly,
•	Roy Rowland
	Roy Rowland Office Supervisor TRANSMISSION AND DISTRIBUTION DEPARTMENT Ann Arbor Office
RX No. 4219 (Span B-C)	Subscribed and sworn to before me this
SE 1/4 of Sec. 17 Location Ash Township,	
Carleton, Village Of. Monroe County	fran V. Samble  Ivan W. Gamble
Railroad Chesapeake and Ohio Railway	Ivan W. Gamble  Notary Public, Wayne  County, Michigan.  My Commission expires February 11, 1973

Roy Rowland, Office Supervisor

R.R. File No. 131-4-11987 R.R. Val. Sta. 12846 + 26.5

D.O. A-41286 10/27/71

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

November 19, 1971

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:



NOV 23 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 City of Carleton, S.E. & of Section 17, Ash Township, T-5S, R-9E, Monroe County.

### Span B-C

Three #636 B 13,200 volt wires and one #0 ACSR Neutral wire over the tracks of the Chesapeake and Ohio Railway located in Private Property 110' W. of the centerline of Jones Road and 163' N. of the centerline of Ford Road extended.

Railroad Val. Sta. 12846 + 26.5 R.R. File No. 131-4-11987

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)	)Encl	osed	is	a wa:	iver	of	hearing	granted	l by	the F	Rail	road	Comp	any.	Dated	11-16-71	<u>۔</u>	ž
C	)Waive	er of	he he	arin	g by	the	Railro	ad Compa	my :	is cov	vere	d by	<b>RR</b> blan	<b>ket</b>	l <b>e No.</b> waive	131-4-11	987 \	25,50
	This	app]	Lica	tion	cove	ers	reconst	ruction	of e	existi	ing	cross	ing	and	will o	can-		

This is a new crossing.

HB:dmk Reference number of construction drawing is RX-4219.

Yours very truly,

dated

Permit No. ED2-8-6954

By J. M. Hoffile

Ocel and supersede wire crossing permit No.

9. W Damble

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

Check in circle indicates statement applicable.

vance notice and going aut.

# THE DETROIT EDISON COMPANY 2000 SECOND AVENUE

	AN 48226
TO: October 27, 1971	Station: 12846 plus 26.5
Mr. J. T. Collinson General Manager - Chief Engineer The Chesapeake and Ohio Railway Company P. O. Box 1800 Huntington, West Virginia 25718	Sub-Division: Toledo Division: Detroit Terminal M.P.S.C. Hearing Waived NOV 16 (17) The Chesapeako and Chio Railway Company
Proposed Overhead Wire Crossing:	Your File RX-4219 C. & O. File 131-4- 11987
Three No. 636 B 13,200-volt wires and One No	

Specific Location

In private property 110 feet West of the center line of Jones Road and 163 feet North of the center line of Ford Road extended.

R.R. Valuation Station	R. R. Mile Post
City/VillageXXXX Carleton	Township Ash, SE 1/4 of Sec. 17
County Monroe	Detroit Edison Plan Attached
This is a New Crossing	This is a Reconstruction of Existing Crossing
Previous Agreement Informa	ation (if any) Date(R.R. Plan)
Blanket Waiver of Hearing (Wai	Covers Waiver of Hearing Requested ver of Hearing to be mailed to applicant listed below, duplicate
All construction will be don Commission.	e 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

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT, MICHIGAN 48226

TO:

October 27, 1971

Mr. J. T. Collinson General Manager - Chief Engineer The Chesapeake and Ohio Railway Company P. O. Box 1800 Huntington, West Virginia

Proposed Overhead Wire Crossing

Three No. 636 B 13,200-volt wires and One No. O ACSR neutral wire.

ivate property 110 feet West of the center line of Jones Road and	
eet North of the center line of Ford Road extended.	
tion Station R. R. Mile Post	
e Township Ash, SE 1/4 of Sec. 17	
Detroit Edison Plan Attached	
New Crossing This is a Reconstruction of Existing Crossing	
greement Information (if any) Date(R.R. Plan)	
iver of Hearing Covers Waiver of Hearing Requested	
(Waiver of Hearing to be mailed to applicant listed below) duplicate	

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

HR: dak