

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

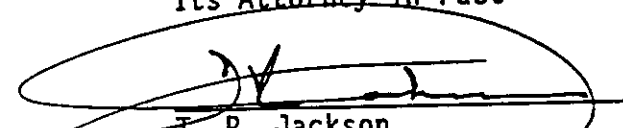
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

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.

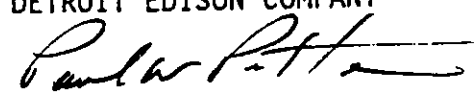
Please indicate your understanding and acceptance of the foregoing by having the duplicate original of this letter executed on your behalf and return to the undersigned. No further revision of the individual license agreements will be necessary to effect the changes set forth in the first sentence of 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 RISE OF WAY NO. 30995

SEE: RECORDED RISE OF WAY NO. 43790

July 21, 1977

To: Records Center

From: **DOREEN M. MCLAIN**
Real Estate and Rights of Way Department

Subject: Subtransmission in railroad property R/W crossing the Chesapeake and Ohio Railroad, 3T1S, R8E, Station 22, SW 1/4 City of Plymouth, Wayne County, Plymouth Township, RX-4365

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 3	Update 10 Type	D.E.C.O. RECORDS CENTER FILE NO. 11 15	R.X. NO. OR MAP NO. 16 20	Facility 21	Agreement 21 Date 21
02	9999097 0737726	1		4365	4	122776
Payment Frequency 21	Rental 21 33	OH-UG 34 Code	Division 35	County 36	City or Township 38 44	Section 45
A	00075	1	6	13	PLYMOUTH	22

Location															
47															80
INRRPPTY4340ATSOF5MILE21SOWSHELDON															

Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved: *John A. Haddock*

- cc: Accounts Payable
 Service Planning
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. 30995



Operating Headquarters Building
P. O. Box 1800
Huntington, W. Va. 25718

January 25, 1977

File: 131-2-418 BI/93
131-2-419
131-2-465

Mr. John A. Haddow
Public Agency Coordinator
Real Estate and Rights of Way Dept.
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan, 48226

Dear Mr. Haddow:

Enclosed for Detroit Edison's records are fully executed copies of agreements dated December 27, 1976 and January 4, 1977 covering aerial wire lines crossing the Railway's tracks and right of way at certain locations on its Michigan Division as follows:

*M.A.S. 1/27
Southfield*

*M.A.S. 1/27
Jackson*

<u>Agreement Date</u>	<u>Description and Location</u>
December 27, 1976	Aerial wire line crossing at Valuation Station 1122+25, Detroit Subdivision, at Detroit, Wayne County, Michigan.
December 27, 1976	Aerial wire line crossing at Valuation Station 1134+25, Detroit, Subdivision, Detroit, Wayne County, Michigan.
January 4, 1977	Aerial wire line crossing at Valuation Station 2481+00, Plymouth Subdivision, at Howell, Livingston County, Michigan.

Yours very truly,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

J. W. Brent
Chief Engineer

RECORDED RIGHT OF WAY NO. 30995



Engineering Department



December 27, 1976

Operating Headquarters Building
P. O. Box 1800
Huntington, W. Va. 25718

File: 131-2-419 BI/99

R/x 4365

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. John A. Haddow
Public Agency Coordinator

Gentlemen:

This refers to your letter of November 15, 1976, covering a proposed aerial wire line crossing at Station 1134 plus 25, on the Detroit Subdivision, Michigan Division, at Plymouth, Wayne County, Michigan.

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 Mr. F. R. Rice, Jr., our Division Manager at Southfield, Michigan.

Will you please have the name of official signing for your company typed or stamped under his signature and initial Section 11 which has been inserted.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

A handwritten signature in cursive script that reads "J. W. Brent".

J. W. Brent, Chief Engineer

RECORDED RIGHT OF WAY NO. 30995



MAILED 11/16/76

Submit One (1) Copy for each Span to
Real Estate and Rights of Way Dept.

D.O. No. B-25276

Date 9-15-76

THE DETROIT EDISON COMPANY

RAILROAD CROSSING DATA SHEET

RX 4365

① Span B-A

Revision of RX NEW CROSSING

M.P.S.C. Permit and Date _____

Railroad: CHESAPEAKE + OHIO

Facilities: ② 3 # 3/6 ACSR 40,000 VOLT

RECORDED RIGHT OF WAY NO. 30995

③ Location: IN RAIL ROAD PPTY APPROX 4340' S. OF 5 MI RD E 2150 W. SHELDON RD.; IN THE CITY OF PLYMOUTH, COUNTY OF WAYNE; SECTION 22 S.W. 1/4 TOWNSHIP OF PLYMOUTH, 3 T 15 R 8 E

System Engineering Dept.

Date 9-15-76

By J.M. Hoffman

November 15, 1976

Mr. J. W. Brent, Chief Engineer
The Chesapeake and Ohio Railway Co.
P.O. Box 1800
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing:

Span B-A

3 #3/0 ACSR 40,000 Volt

Location: 1134+25

Location: _____

Sub-Division: Detroit

Division: Michigan

M.P.S.C. Hearing Waived 1-18-77

The Chesapeake and Ohio Railway Company

J. W. Brent
Chief Engineer-System

Your File _____

C. & O. File 131.2-419

Specific Location

In railroad RPTV approximately 4340' S. of 5 mile Rd. & 2150 W. Sheldon Rd., in the City of Plymouth, County of Wayne; Section 22 S.W. $\frac{1}{4}$ Township of Plymouth, 3 T1S R8E

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

City/Village Plymouth Township SW $\frac{1}{4}$ of Section 22, Plymouth

County Wayne Detroit Edison Plan Attached RX4365

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

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

Blanket Waiver of Hearing Covers XXX Waiver of Hearing Requested _____

(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.

John A. Haddow
John A. Haddow
Public Agency Coordinator

RECORDED
RIGHT OF WAY NO. 30995

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

AGREEMENT NO. 18172

THIS AGREEMENT, made as of this 27th day of December, 1976, between
THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter called
"Railway", and THE DETROIT EDISON COMPANY, 2000 Second Avenue,
Detroit, Michigan 48226

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 three (3) 3/0 ACSR - 40 KV
cond., and one (1) #0 AWA shield wire
at a point located at Station 1134 plus 25
Mile Post --- Feet, Detroit
Subdivision, Michigan Division, at 1144/ Plymouth
Wayne, County of Michigan, State of Michigan,
said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in
accordance with attached Drawing No. RX-4365, dated September 8, 1976
marked for identification "Exhibit A" ---

--- which are made a part of this agreement and
said Exhibit A and its standards of construction on file with and
approved by The Michigan Public Service Commission
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. 30995

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 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 NO. 30995

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 SEVENTY-FIVE DOLLARS (\$75.00) 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.

Approved as to form:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By [Signature]
Its Chief Engineer

THE DETROIT EDISON COMPANY
Licensee

[Signature]

By [Signature]
ROBERT R. TEWKSBURY, DIRECTOR
Real Estate and Rights of Way Dept
(title)

RECORDED RIGHT OF WAY NO. 30995

THE DETROIT EDISON COMPANY

DE FORM SE 32 B-75A

DO B-25276 RX 4365

PROPOSED LINE CROSSING OVER CHESAPEAKE & OHIO R.R.
 IN R.R. PROP. APPROX. 4340' S. OF SMILE RD.
& 2150' W. OF SHELDON RD.
 SECTION 22, S.W. 1/4 TOWNSHIP PLYMOUTH

EXISTING PERMIT NUMBER _____
 CITY OF PLYMOUTH
3 T 1 S R 8 E COUNTY WAYNE

NOTES
 MATERIALS SHALL BE AS NOTED IN THE CURRENT REVISION OF DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS.
 ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN, BUT THE REQUIREMENTS OF THE CURRENT REVISIONS OF ORDER NO'S. 1679 AND 1868 OF MICHIGAN PUBLIC SERVICE COMMISSION WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

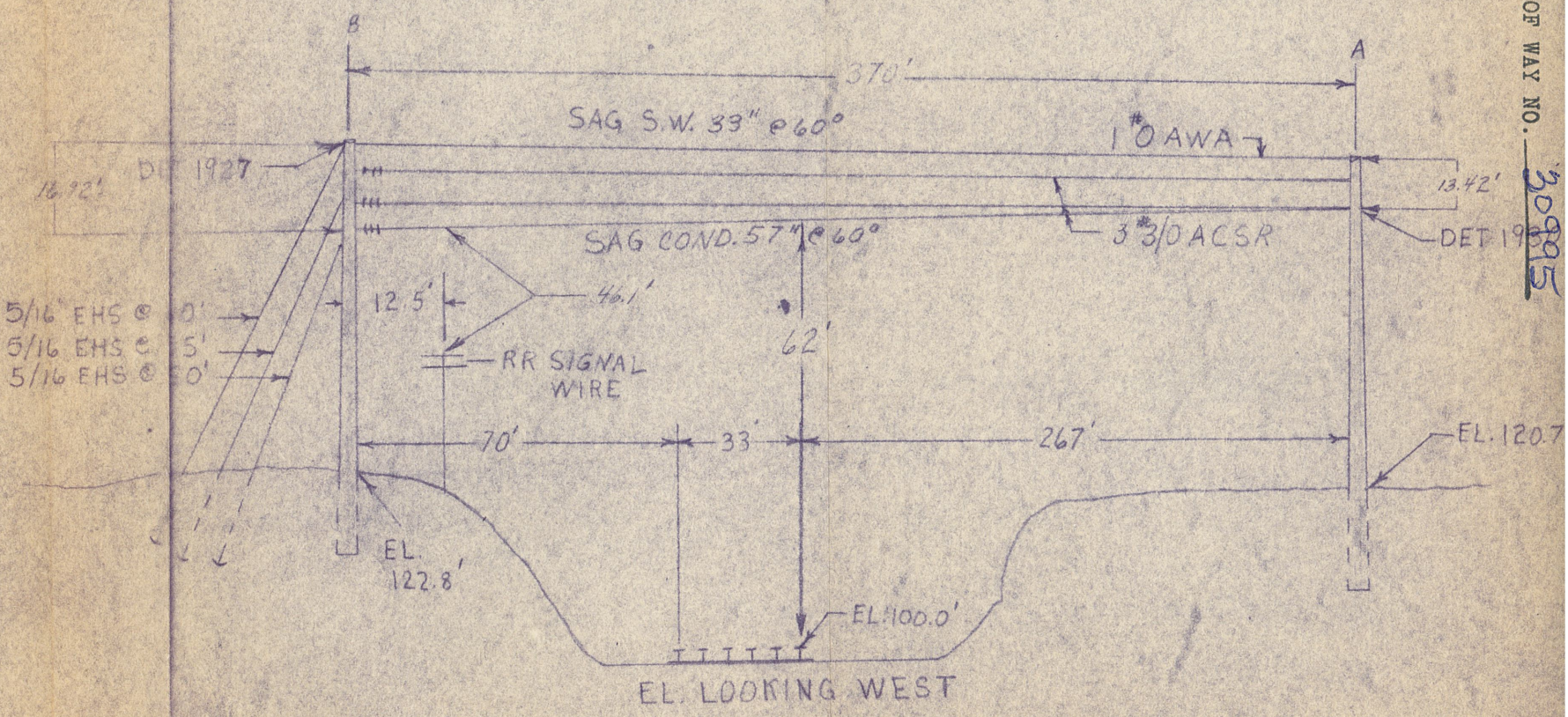
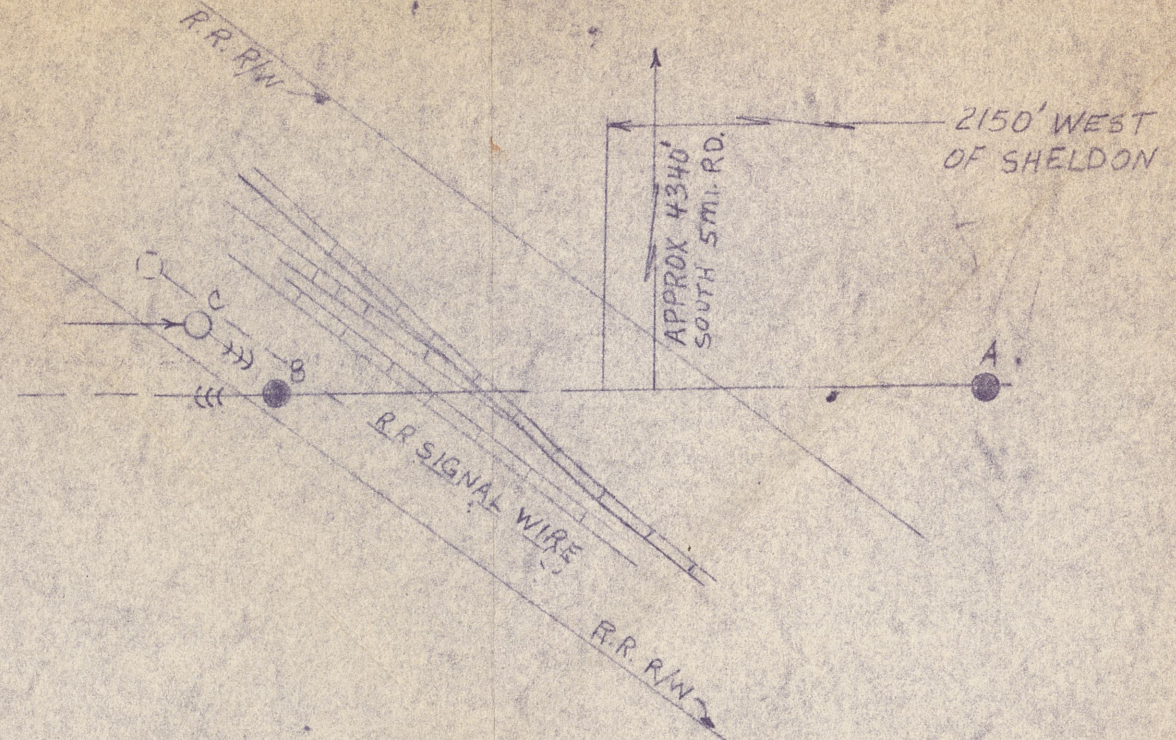
NEAREST POLE TO RAIL	SIDING	7 FT
	MAIN LINE	12 FT
WIRES OVER TRACKS	0 - 750 VOLTS	27 FT
	750 - 15,000 VOLTS	28 FT
	15,000 - 50,000 VOLTS	30 FT
	50,000 - 120,000 VOLTS	33 FT
WIRES OVER R R SIGNAL	0 - 750 VOLTS	2 FT
	750 - 8,700 VOLTS	4 FT
	8,700 - 50,000 VOLTS	6 FT
	50,000 - 120,000 VOLTS	9 FT

CONDUCTORS				POLES			
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	SET
SPAN B-A				A	70'	1	9
				B	70'	1	9
3	3/0	ACSR	40KV	C	70'	1	9
1	0	AWA	S.W.				

DESIGNED BY W. HORNET DIVISION WDHQ
 SYSTEM ENGINEERING
 CHECKED BY J.A. Hoffman DEPT. R. MARTINEZ DATE 9/8/76

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-A	370'	3 # 3/0 ACSR	57"	62'	46.1'

SAG TABLE 4
 RULING SPAN 370'
 FINAL SAG RATIO 1.33'



RECORDED RIGHT OF WAY NO. 30995