

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

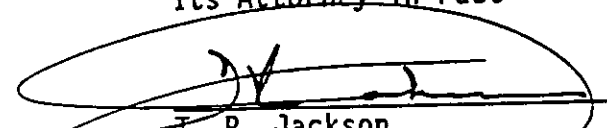
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

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.

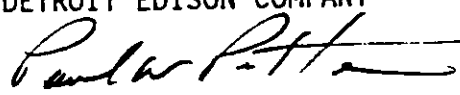
Please indicate your understanding and acceptance of the foregoing by having the duplicate original of this letter executed on your behalf and return to the undersigned. No further revision of the individual license agreements will be necessary to effect the changes set forth in the first sentence of the first paragraph other than this letter exchange, which will constitute a supplement to each agreement.

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 19th DAY OF MARCH, 1992.

DETROIT EDISON COMPANY


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


RECORDED RIGHT OF WAY NO. 31213

SEE:
RECORDED RIGHT OF WAY NO. 42790

To: Records Center

December 15, 1977

From: Doreen McLain
Real Estate and Rights of Way Department

Subject: Distribution  R/W crossing the Chesapeake & Ohio R.R., SW 1/4 of Section 15, T3N, R7E, Highland Twp., Oakland County, RX-4379

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. 9	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 22
02	9999/00	1		4379	1	1/1/477

Payment Frequency 23	Rental 24	OH-UG Code 33	Division 34	County 35	City or Township 36	Section 44
A	00075	1	4	04	HIGHLAND	15

Location											
47	440' ED MILFORD								80	1331' S OF WARDLOW	

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 **11-14-77**

Approved 

- cc: Accounts Payable
 Service Planning **H. DARVISHIAN**
 System Engineering
 Transmission & Distribution

RECORDED RIGHT OF WAY NO. **31213**

Detroit

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

December 6, 1977

Mr. Bruce Bordner, Office Engineer
Michigan Department of State Highways
& Transportation
P. O. Box 1226
18101 Nine Mile Road
Southfield, MI 48075

Gentlemen:

The Detroit Edison Company plans to construct, operate,
and maintain an overhead line in Highland Twp.,
Oakland County.

The line will cross the tracks of the Chesapeake &
Ohio Railroad. The wires to be installed
are:

Three 350 B 13,200 volts
One 1/0 ACSR neutral

APPROVED

DEC 12 1977

Bruce Bordner
DIST. UTILITY ENGINEER
MICHIGAN STATE HIGHWAY DEPT.

The railroad has given the following waiver of hearing:

- Waiver dated 11/30/77 enclosed
- Blanket Waiver No. _____ on file with MPSC

The proposed crossing is shown on drawing No. RX- 4379

- This is a new crossing.
- This is a re-construction.

Please grant a State Highway Permit to the Detroit Edison
Company for the proposed crossing.

DO NOT WRITE IN THIS BOX		
Application No. 63008-12-77		
Permit No. ME-658-77		
Date of Issuance 12-12-77		
Fee Amount 10 ⁰⁰	Date 12-12-77	
Cash	Bill <i>[initials]</i>	By <i>[initials]</i>

Very truly yours,

John A. Haddow
John A. Haddow
Public Agency Coordinator
Real Estate & Rights of Way

RECORDED RIGHT OF WAY NO. 31213

Engineering Department



November 30, 1977

File: 131-2-1414 BH/99

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

Mr. John Haddow, Public Agency Coordinator
Detroit Edison
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Haddow:

This refers to your letter of November 21, 1977, returning proposed agreement dated November 14, 1977, covering an aerial wire line crossing our tracks and right of way at Station 10451 plus 95 on our Toledo Subdivision, Michigan Division, near Clyde, Oakland County, Michigan.

Enclosed is one fully executed copy of the above agreement for your records.

Yours very truly,

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. 31213



The Chesapeake and Ohio Railway Company

AGREEMENT NO. 18251

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this 14th day of November, 1977, between
THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter called
"Railway", and DETOIT EDISON, 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 350 MCM AL-13.2
KV conductors and one #0 ACSR Neutral Wire
at a point located at Station 10451 plus 95
Mile Post --- Feet, Toledo
Subdivision, Michigan Division, ~~near~~ Clyde
---, County of Oakland, State of Michigan;
said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in
accordance with attached Drawing No. RX-4379 dated September 28, 1977
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. 312/3

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 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. 3/2/13

11. Licensee shall pay to Railway Company 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 *J. Brent*
Chief Engineer

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

RECORDED RIGHT OF WAY NO. 31213

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

November 21, 1977

Mr. J. W. Brent, Chief Engineer
THE CHESAPEAKE AND OHIO RAILWAY COMPANY
P.O. Box 1800
Huntington, West Virginia 25718

Dear Mr. Brent:

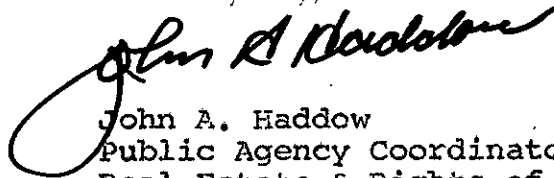
We are returning agreement/permit, in duplicate, covering our facilities over your tracks and/or right of way as shown on our Plan RX-4379 and located as follows:

In private property 440' east of Milford and 1331' south of Wardlow, approximately $\frac{1}{2}$ mile north of Highland, SW $\frac{1}{4}$, T3N, R7E

City/Village _____ Township, Highland
County Oakland. The agreement/permit has been signed for our Company.

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

Yours very truly,


John A. Haddow
Public Agency Coordinator
Real Estate & Rights of Way

JAH/dm
Attach.

RECORDED RIGHT OF WAY NO. 31213

WARDLOW

MILFORD

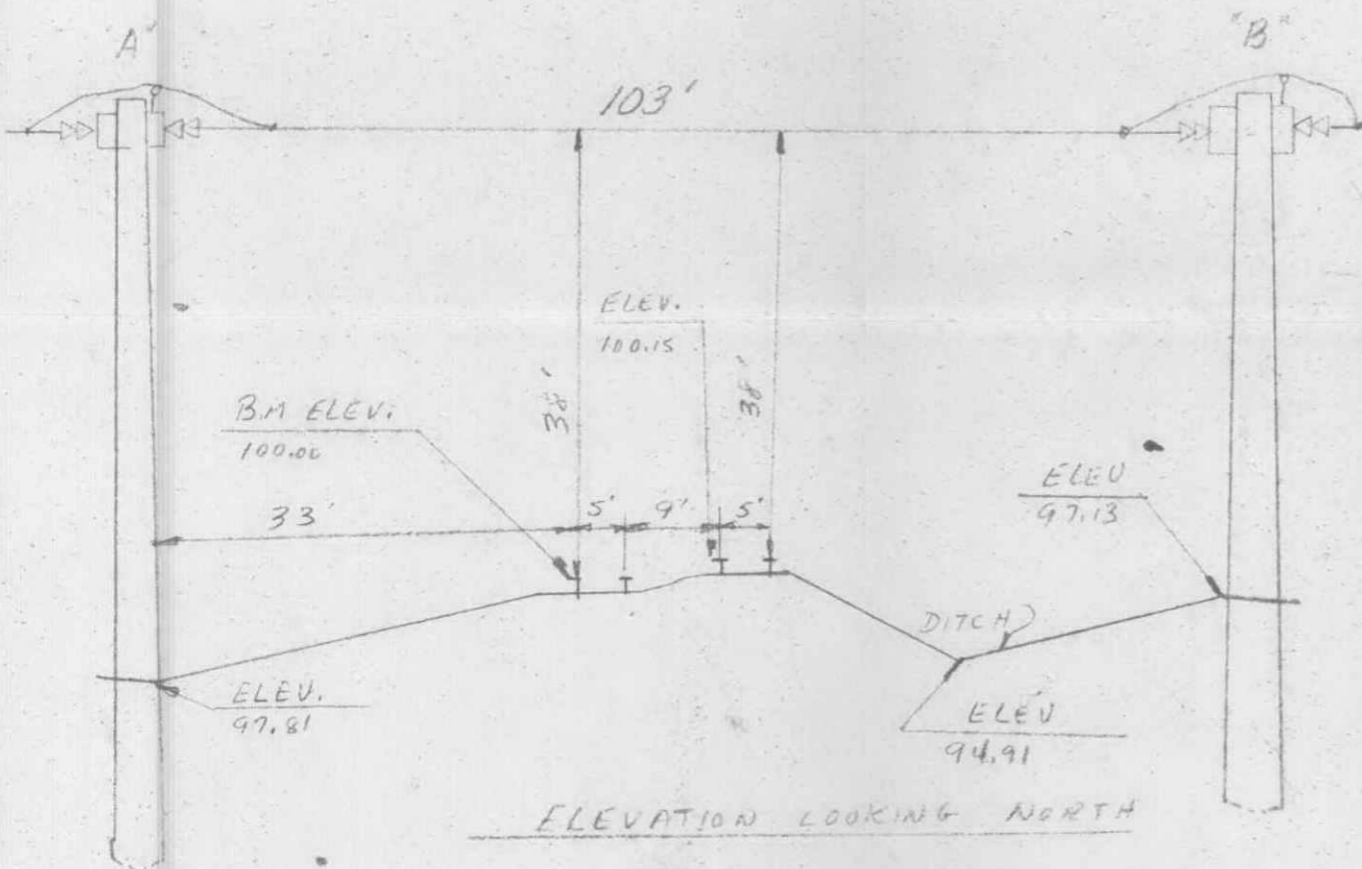
WARDLOW

WARDLOW STATION

POLY CAST INC.

RECORDED DEPT OF VEH NO
R31213

EXHIBIT "A"



THE DETROIT EDISON COMPANY
DE 1074 22 2-25 2

PROPOSED LINE CROSSING OVER CEO RAILROAD
IN 440 E MILFORD & 1331 S WARDLOW RD
CITY OF HIGHLAND

EXISTING PERMIT NUMBER
CITY OF HIGHLAND
T 3N R 2E COUNTY WALWORTH

SECTION 15 TOWNSHIP HIGHLAND

NOTES
MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1935.
ACTUAL FIELD DIMENSIONS MAY VARY SOMEWHAT FROM THOSE SHOWN BUT THE REQUIREMENTS OF ORDER NO. 1679 OF MICHIGAN PUBLIC SERVICE COMMISSION AS REVISED JAN. 1, 1944, WILL BE COMPLIED WITH.

MINIMUM CLEARANCES

NEAREST POLE TO RAIL	BIDING	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

WIRES OVER R R SIGNAL	0-750 VOLTS	2 FT
	750-8,700 VOLTS	4 FT
	8,700-50,000 VOLTS	6 FT

CONDUCTORS		POLES					
NUMBER	SIZE	KIND	VOLTAGE	LOCATION	LENGTH	CLASS	TYPE
3	350	ALB	13.2	A, B, C			
1	0	ALSC		A, B			
				A			553 PINE
				B			553 PINE
				C			454 PINE
				D			454 PINE
				E			454 PINE
				F			502 PINE
				G			753 PINE
				H			454 PINE
				I			303
				J			303

APPROVED [Signature] GENERAL ENGINEERING DEPT. DATE 9-22-40
DESIGNED BY [Signature] OVERHEAD LINES DEPT. S.P. OAKLAND

SPAN	SPAN LENGTH	LOWEST CONDUCTOR OVER R R TRACKS	STRINGING SAG AT 60°F	HEIGHT OF LOWEST CONDUCTOR OVER R R TRACKS	HEIGHT OF LOWEST CONDUCTOR OVER R R SIGNAL WIRE
1	103'	38'	14" @ 60°	38'	2'

R31213

RECORDED RIGHT OF WAY NO. 3/2/13

BATCH 179

1 BAD

49 GOOD