MECORDED RIGHT OF WAY NO. 40.77



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

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Properties and Rights of Way Department

TO RECORDS CENTER:

January 29, 1971

Attached is fully executed copy of agreement/ present from:

The Chesapeake and Ohio Railroad Company R.R. File No. 131-4-11346

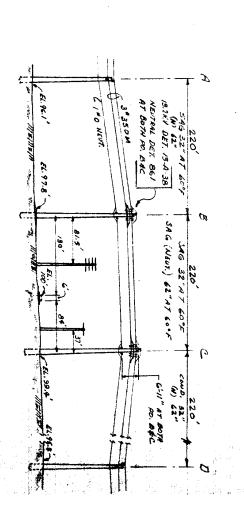
Facilities Covered: Three No. 350 M B 13,200-volt wires and One No. 0 B neutral wire. (Span B-C)

Specific Location: In private property at a point approximately 58 feet South of the center line of West Road and 1480 feet East of the center line of Beck Road.

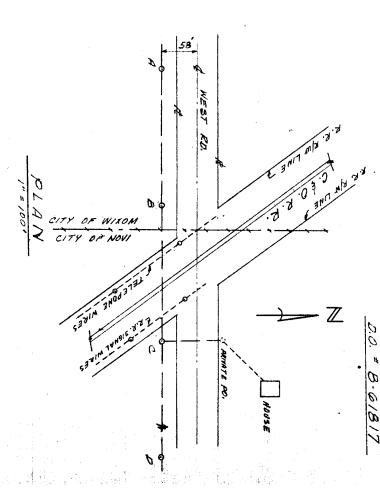
R. R. Valuation Station 11080 + 84	Mile Post
City ANN ROOM Novi Townsh	p Novi, NW 1/4 of Sec. 9
County Oakland Detroit Ed	ison Plan No. RX-1557A
Agreement/Remains Date November 30, 197	R. R. Plan No. <u>Used DECo, Plan</u>
Preparation Fee \$100.00 Annual	Rental \$50.00
Supersedes and Cancels Agreement dated_Ma	rch #8, 1936 R/W No. 9348
This is a Supplemental Agreement and is to b	e made a part of R/W
	to be made a part
EFFERENCE TO W No. 9064.	WAS A STATE OF THE
7.	7/6/11 Deidung
RECORDS CENTED	P
APR 20 71	f. Dr. / hamble
T. P	W. Gamble, Supervisor of Rights of Way operties and Rights of Way Department
CN:dmk	Mark to the
DE FORM PD 189 2-54-CS	Da 4 19 72 19

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FINAL SAG RATIO



ELEVATION LOOKING MORTH



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PROPOSED LINE CROSSING OVER CHECKE AND PRICE PROPOSED OVER CHECK PRICE HUCK SECTION 2; THE DETROIT EDISON COMPANY DE FORM SE 32 2-66 X SP AN ACTUAL FIELD DIMENSIONS AAY VARY SOMEWHAT FROM THOSE SHOWN ACTUAL FIELD DIMENSIONS AAY VARY SOMEWHAT FROM THOSE SHOWN ACTUAL SECTION OF THE REQUIREMENTS OF ORDER NO. 1878 OF MICHIGAN PUBLIC SECTION OF THE SECTION OF MATERIAL BY AND BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL BY CITCATIONS FOR OVERHEAD LINE CONSTRUCTION AT RALINGAD CROSSINGS DATED MARCH 1985. NEAREST POLE TO RAIL VIRES OVER TRACKS HRESOVER R SIGNAL SPAN LENGTH 220, MINIMUM CLEARANCES #0 B NEUTRAL 62" F.S. = 80" OVER R.R. TRACKS TOWNSHIP NOV! 0.750 VOLTS 750-8.700 VOLTS 8.700-50.000 VOLTS 0-750 VOLTS 780-15.000 VOLTS 15.000-50.000 VOLTS MAIN LINE FINAL SAG RATIO STRINGING SAG 787 F. H. GEFIER T T /N R BE COUNTY EXISTING PERMIT NUMBER ED 2 8-235 32.6 RR TRACKS CITY OF _ 13:00 NEUTRAL OF LOWEST CONDUCTOR
R.R. SIGN
W467 GEN. ENG. ENGINERAL DEPT. 10V OMKLAND POUTING S.C DATE 10-30-70

UTILITY ENGINEER E. M. Hastings, Jr. APPROVED EL.96.1 ZINO NEUT. 220' 546 32" AT 60°F (W) 62" AT 60°F WEST RO. NEITERL DET. 861 AT BOTH PO. B &C MOSERE 11/2/11/2/11 RECORDED RIGHT OF WAY NO. 26689 22.97.8 ELEVATION LOOKING NORTH N 11 1 0 1" = 100 SAG (MEUT.) 62"AT 60.F WIXOM 220 32'A7 60'F CITY 8: . \mathbb{Z} 0.0. PRIVATE PO. EL. 39.4 EXHIBIT A" # 8.6/8/7 (W) 62" 6-11" AT 8078

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

TH	IS AGREEN	IENT, mad	e as of this_	30th	day of _	November	, 19 70 , between
гне сн	IESAPEAKE	AND O	HIO RAILV	VAY COMP	ANY, a Vi	rginia Corporatio	n, hereinafter called
'Railway'	', and	THE DET	ROIT EDIS	DN COMPANY	a New Yo	ork Corporation	<u> </u>
	·	<u>-</u>	_				
	r called "Lic t may requir		words herein	referring to	Licensee to b	e taken of such r	number and gender as
WI	TNESSETH	THAT:					
WI	HEREAS, Li	censee desire	s to construc	t, operate and	d maintain a	wire and/or cable	line_over
an d a cross	s the right of	way, tracks	and wires of	Railway, con	nsisting of	me (1) No. 08	neutral wire and
three (3) No. 350	MB 13,20	0 volt wi	res (Span	B-C)		
at a point	located at S	tation110	80 plus 8	4			
Mile Post		-		Feet,		Vixon	
Subdivisio	on, Det	roit Term	inal		Division,	at or nearN	ovi
accordano	ce with attacl	ned Licer on "Exhibit	A"	n RX-1557A	, dated 10) - 30 -7 0	nces thereto, being in
							of this agreement and
				• • •			
which are appurtent	e incorporated	herein and being hereir	made a par	t hereof by red to collective	eference; said ely as "Crossi	crossing and the ng"; and	aforesaid facilities and
W) following	HEREAS, Raterms, coven	ailway is wil ants, conditi	ling for said ons and limit	Crossing so t	o be construc	ted, operated and	maintained, upon the
NC covenants follows:	OW, THERE s, conditions	EFORE, in and limited	consideration ions hereina	of the pren fter set forth	nises and the	observance by I by and between	icensee of the terms, the parties hereto as
1. maintain	Railway he	reby licenses said Crossin	s and permits g across the	s Licensee, at right of way	its sole risk, y, tracks, wi	cost and expense, res and any othe	to construct, operate, r facilities of Railway
	1:1			oner much fooi	and	of any other person	on, firm, corporation or

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".

- 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 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.

- Licensee shall pay to Railway upon the execution of this agreement a license fee of One Bundred Bollars (\$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 savance 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.

15. Agreement dated March $\not\!\!\!/ \!\!\!/ \!\!\!/ \!\!\!/ \!\!\!/ \!\!\!/$ 1936 between the above parties covering a crossing at the above location is hereby terminated.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be duly executed. pproved as to form: THE CHESAPEAKE AND PHIO RAILWAY COMPANY

Director

THE DETROIT EDISON COMPANY

Properties and Rights of Way Department

Am Nomes 12/21/90

131-4-11346

RECORDED RIGHT OF WAY NO

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT, MICHIGAN 48226

July 26, 1971

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION

JUL 28 1971

PUBLIC UTILITIES DIVISION

ED2-8-6696
Permit No. EDXXXXXXXX

Oplemator

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:

of The Detroit Edison Company, Detroit, Michigan, hereby certify that the wire crossing, covered by Wire Crossing Permit No. EXXXXXXX ED2-8-6696 issued MXXXXXX 12-15-70, has been constructed in accordance with specifications of the Michigan Public Service Commission and construction standards of The Detroit Edison Company, approved by Michigan Public Service Commission on July 19, 1939, file FD 2-9.01, and that this crossing will be maintained as provided in such specifications and construction standards.

Yours very truly,

RX No. 1557A (Span B-C)

Location West Rd. & Beck Rd.

City of Novi, NW 1/4 of Sec. 9,

Novi Township

Railroad Chesapeake & Ohio

R. R. Val. Sta. 11080 + 84

Subscribed and sworn to before me this of the county of the county

R. R. File No. 131-4-11346

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

December 22, 1970

Railroad File No. 131-4-11346

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

Dear Mr. Tench:

We are returning agreement/paramix, in duplicate, covering our facilities over your tracks and workight of way as shown on our Plan RX-1557A (Span B-C) and located as follows:

In private property approximately 58 feet South of the center line of West Road and 1480 feet East of the center line of Beck Road.

Railroad Waluation Station 11080 + 84

City/worksense Novi	Township, Novi. NW 1/4 of Sec. 9
County Oakland	. The agreement/www has been signed for
our Company.	

Will you please return one fully executed copy of this agreement where we will to us for our records.

Yours very truly,

f. w. bremble

I. W. Gamble Supervisor of Rights of Way Properties and Rights of Way Dept.

HB:dmk

26684

D.O. #B-61817

THE DETROIT EDISON COMPANY

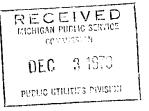
2000 SECOND AVENUE

DETROIT 26, MICHIGAN

December 2, 1970

Michigan Public Service Commission Lansing 13, Michigan

Gentlemen:



The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the Chesapeake and Ohio Railroad in the City of Novi, N.W. of Section 9, Novi Township, T-IN, R-8E, Oakland County, Michigan.

Span B-C

Three #350 M B - 13,200 volt wires and one #0 B neutral wire over the tracks of the C&O RR located on private property at a point approximately 58' south of the centerline of West Road and 1480' east of the centerline of Back Road.

Railroad Valuation Station 11080 + 84

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.

(3)	Inclosed is a waiver of hearing granted by the Railroad Company. Dated	12-1-70
0	R.R. File No. 131-4-1 Waiver of hearing by the Railroad Company is covered by blanket waiver.	.1346
(2)	This application covers reconstruction of existing crossing and will catel and supersede wire crossing permit No.ED2-8-235 dated 1-29-36	an-

This is a new crossing.

Reference number of construction drawing is RX- 1557-A

Yours very truly,

I.m Samble

I. W. Gamble Supervisor of Rights of Way Properties and Rights of Way Dept.

HLB: dmk

Check in circle indicates statement applicable.

THE JETROIT EDISON COM. ANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

TO:

November 11, 1970

Mr. R. C. Tench, Chief Engineer - System Engineering Department
The Chesapeake and Chio Railway Company
C & O Building, 405 Eleventh Avenue
P. O. Box 1800
Huntington, West Virginia 25718

Proposed Overhead Wire Crossing: Three No. 350 M B - 13,200 vo	It wires and one No. 0 B neutral wire. (Span B-C)
	11080 plus 84
	Division: Wixom Detroit Terminal M.P.S.C. Hering Walnut 12-1-70
	The Chrospe Lib and Dillo Rullyay Congress
	R. la Terrel
Specific Location	Your FileRX-1557-A
	C. & O. File 131-4- 11346 tely 58 ft. South of the center line of West Road
	R. R. Mile Post
	R. R. Mile Post
City/Waklagus Novi	
City/ Vaklager Novi County Oakland Detroit	Township Novi, N.W. 1/4 of Sec. 9
City/ Vikiages Nov1 County Cakland Detroit This is a New Crossing	Township Novi, N.W. 1/4 of Sec. 9 t Edison Plan Attached RK-1557A
City/Williages Novi County Ockland Detroit This is a New Crossing Previous Agreement Information (if an Blanket Waiver of Hearing Covers	Township Novi, N.W. 1/4 of Sec. 9 t Edison Plan Attached RK-1557A This is a Reconstruction of Existing Crossing X
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City/Villager Novi County Ockland Detroit This is a New Crossing Previous Agreement Information (if an) Blanket Waiver of Hearing Covers (Waiver of Hear	Township Novi, N.W. 1/4 of Sec. 9 t Edison Plan Attached RX-1557A This is a Reconstruction of Existing Crossing X ny) Date March 19, 1936 (R.R. Plan) A-5-A-T72-1 Waiver of Hearing Requested In duplicate ring to be mailed to applicant listed below)

THE DETROIT EDISON COM. ANY

2000 SECOND AVENUE

DETROIT, MIGHIGAN 48226

TO:

November 11, 1970

Mr. R. C. T	mch, Chief Engineer - System
Engineering	Department
	ike and Ohio Railway Company
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P. O. Box 1	
	West Virginia 25718

The Chesapeake and Ohio Ra: C & O Building, 405 Eleven P. O. Box 1800 Huntington, West Virginia	th Avenue
Proposed Overhead Wire Crossing: Three No. 350 M B - 13,200	wolt wires and one No. 0 B neutral wire. (Span B-C)
VERBAL O.K. TO PRO	11-18-70 AL
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	Township Novi, N.W. 1/4 of Sec. 9
ountyOakland Det	roit Edison Plan Attached RX-1557A
his is a New Crossing	roit Edison Plan Attached EX-1557A This is a Reconstruction of Existing Crossing X
	fany) Date March 19, 1936 (R. R. Plan) A-5-A-172-1
Blanket Waiver of Hearing Covers	Waiver of Hearing Requested In duplicate Mearing to be mailed to applicant listed below)
All construction will be done in acc Commission	cordance with the rules and regulations of the Michigan Public Service 1. W. Gamble, Supervisor of Rights of Way
*** *	1. W. Gamble, Supervisor of Rights of Way

Properties and Rights of Way Department

DE FORM PD 187 8-65 CS