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T. R. Jackson Assistant Vice President

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6737 Southpoint Drive, South Suite 100 Jacksonville, Florida 32216 (904) 279-4515 FAX (904) 279-4586 or (904) 279-4581

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.

DUPLICATE ORIGINAL

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 <u>Attorney-in-Fact</u>	KORDED RI
T. R. Jackson Assistant Vice President	RIGHT OF WAY
TRJ:hkm THE FOREGOING IS UNDERSTOOD AND AGREED THIS DAY OF MARCH, 199	NO.
DETROIT EDISON COMPANY	92. 43790
BY: Title: Paul W. Potter. Director - Corporate Real Estate	

RECORDER RIGET OF MAY NO. 2702

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THE DETROIT EDISON COMPANY

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**REF** 

## INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

TO RECORDS CENTER:

Attached is fully executed copy of agreement/permix from:

The Chesapeake and Ohio Railway Company R.R. File No. 131-4-11754

Facilities Covered:

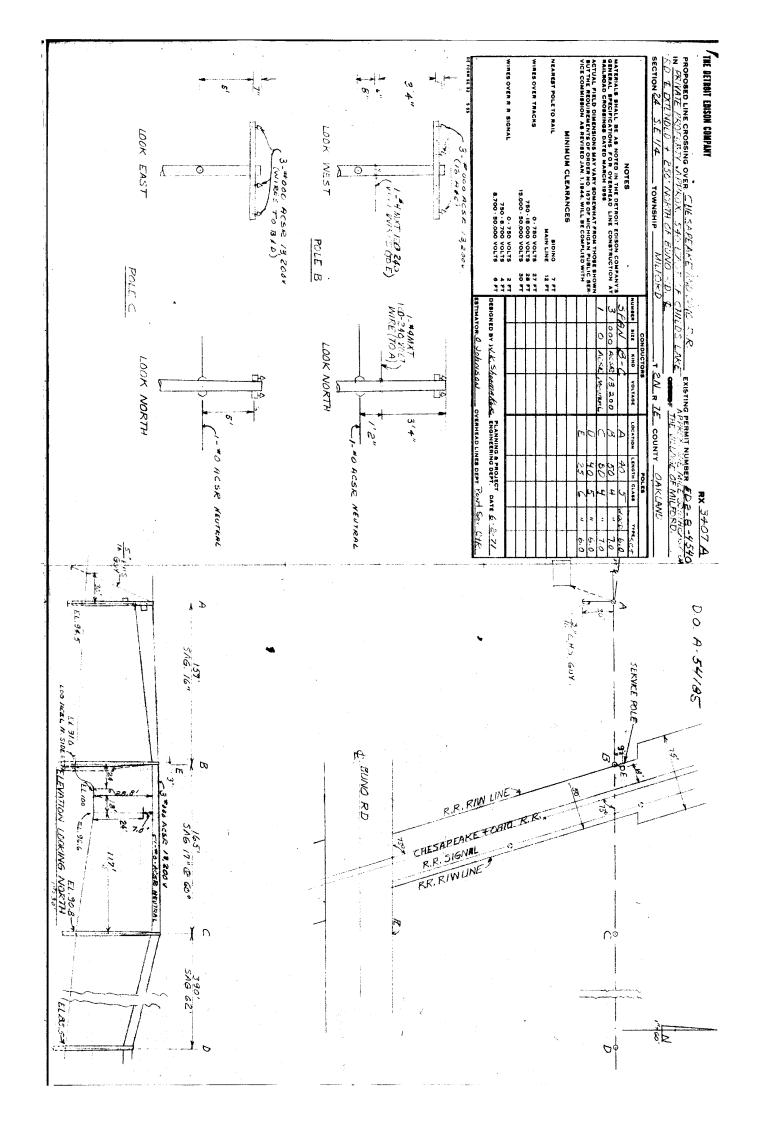
Three No. 000 ACSR 13,200-volt wires and One No. 0 ACSR neutral wire. (Span B-C)

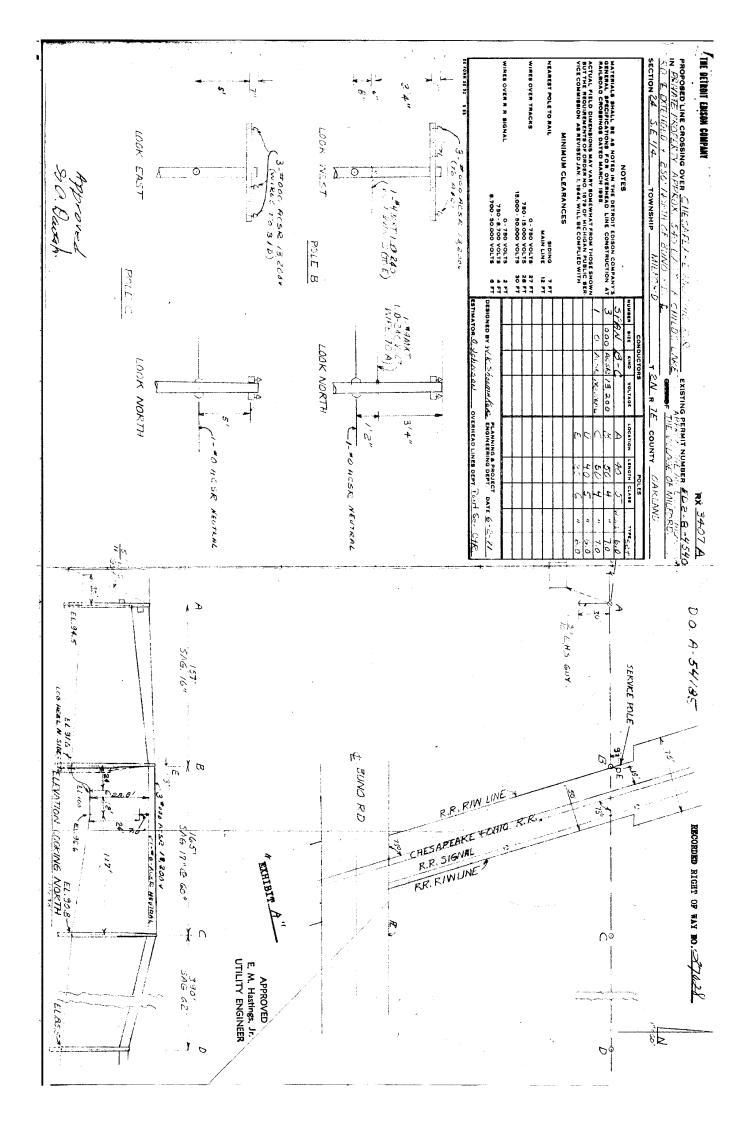
Specific Location:

In private property at a point 540 feet East of the center line of Childs Road extended and 250 feet 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
С	ity/VillageTownshipMilford, SW 1/4 of Sec. 24
	ountyOaklandDetroit Edison Plan NoRX-3407A
	greement/FXXXXX DateJune 28, 1971R. R. Plan NoUsed DECo. Plan
	reparation Fee\$100.00Annual Rental\$50.00
•	upersedes and Cancels Agreement dated <u>Jan, 26, 1959</u> R/W No. <u>20134</u>
	his is a Supplemental Agreement and is to be made a part of R/W
	utached Grand Trunk Western Railroad Permit No. <u>ACCTG. DEPT.</u>
FERRED TO	HDEOODDO OFNITER
• 	RECEIVED ANG 31 71
	TICKLER MADE I W. Gamble, Supervisor of Rights of Way Real Estate and Rights of Way Department
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RECORDED RIGHT OF WAY NO. A That





	С&О-РОВМ У-20 Веу. 8-61 Моде ія U. S. А.
The Chesape	ake and Ohio Railway Company
WIRE A	ND/OR CABLE LINE CROSSINGS
THIS AGREEMENT, made as of	this
THE CHESAPEAKE AND OHIO R	AILWAY COMPANY, a Virginia Corporation, hereinafter calle
	DN COMPANY, a New York Corporation
hereinafter called "Licensee" (all words h the context may require):	nerein referring to Licensee to be taken of such number and gender a
WITNESSETH THAT:	
WHEREAS, Licensee desires to co	nstruct, operate and maintain a wire and/or cable lineever
and across the right of way, tracks and w	ires of Railway, consisting of three (3) No. 000 ACSR
	No. 0 neutral wire (Span B-C)
at a point located at Station 10854	plus 90
	Feet,Teledo
Subdivision, Detroit Terminal	Division, at or near. Milford
said crossing, together with the necessar	kland , State of <b>Nichigan</b> y poles, towers, conduits, fixtures, and appurtenances thereto, being
	Plan RX3407A, dated 6-2-71
accordance with attached	
marked for identification "Exhibit A"	### "
marked for identification "Exhibit A"	
marked for identification "Exhibit A"	a part hercof by reference; said crossing and the aforesaid facilities an
which are incorporated herein and made appurtenances thereto being hereinafter r WHEREAS, Railway is willing for following terms, covenants, conditions and	a part hercof by reference; said crossing and the aforesaid facilities ar referred to collectively as "Crossing"; and r said Crossing so to be constructed, operated and maintained, upon t d limitations;
which are incorporated herein and made appurtenances thereto being hereinafter r WHEREAS, Railway is willing for following terms, covenants, conditions an	a part hercof by reference; said crossing and the aforesaid facilities an eferred to collectively as "Crossing"; and r said Crossing so to be constructed, operated and maintained, upon t d limitations; eration of the premises and the observance by Licensee of the term
which are incorporated herein and made appurtenances thereto being hereinafter r WHEREAS, Railway is willing for following terms, covenants, conditions and NOW, THEREFORE, in conside covenants, conditions and limitations he follows:	a part hercof by reference; said crossing and the aforesaid facilities ar eferred to collectively as "Crossing"; and r said Crossing so to be constructed, operated and maintained, upon t

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 writer 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. Licenses 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 (\$30.00) 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 reinburse 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

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 January 26, 1959, between the above parties covering a crossing at the above location is hereby terminated.

APPROVED

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

Approved as to form:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

General Manager,

THE DETROIT EDISON COMPANY

Licensee N.C. Unold

Real Estate and Rights of Way Department (title)

Mr IF/43 St. L. Davis 131-4-11754

# 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/**permit** in duplicate, covering our facilities

over your tracks and kor 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/\$58#\$78 has been signed for

our Company.

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

**\*\*\*\*** to us for our records.

Yours very truly,

- lunda-z pie -26

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

EB:dmk

DE FORM PD 186 2-64 CS

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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 ĻS JUL 6 1971 RE 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 under-signed, 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

Jench R. C. Tench

Chief Engineer - System

AREA CODE 313 TELEPHONE 962-2100 A-54185

6-2-71

The Detroit Edison Company

2000 Second Avenue

July 8, 1971

Michigan Public Service Commission Lansing 13, Michigan

DETROIT, MICHIGAN COMMISSION JUL 12 1971 PUBLIC UTILITIES DIVISION

-D.O.

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 Railway in the S.W. ; of Section 24, Milford Township, T-2N, R7E, Oakland County.

Span B-C

Three #000 ACSR 13,200 wolt 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 Waluation 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.

Enclosed is a waiver of hearing granted by the Railroad Company. Dated 6-28-71 **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 can-Cel and supersede wire crossing permit No. ED2-8-4540 dated 12-26-58

This is a new crossing.

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

Yours very truly,

Permit	No	ED2-e	9-6836	
Date _	A	7-15-	-71	
Ву —	Ţ	<u>//</u>	Hoppe	_

Do. Lamble

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

RECORDED RIGHT OF

WAY NO. 27028

Check in circle indicates statement applicable.

AREA COL	DE 313
TELEPHONE	962-2100

	THE DETROIT EDISON GON 2000 Second Avenue State	<b>1PANY</b> 10854 plus 90
	2000 Second Avenue State	
	DETROIT, MICHIGAN 48226	Division: Toledo
TO:	0: <b>June 8, 1971</b> Divisi M.P.S	on:
	Mr. R. C. Tench, Chief Engineer The Chesapeake and Ohio Railway Company	ne Chesapeake and Ohio Railway Company
	C & O Building, 405 Eleventh Avenue	A C. Amile
	P. O. Box 1800 Huntington, West Virginia 25718	Chief Engineering
	Ruulington, wort vitginio	File

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Proposed Overhead Wire Crossing\*

Three No. 000 ACSR 13,200-wolt 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 North of the center line of Buno Road, one mile Southeast of the Village of Milford.	
R.R. Valuation Station <b>10854 + 90</b> R.R. Mile Post <u>しきょうらし</u> City/VillageTownship <u>Milford, SW 1/4 of Sec. 24</u>	aranti en Anton
County Detroit Edison Plan Attached RX-3407A	کې
This is a New Crossing This is a Reconstruction of Existing Crossing Previous Agreement Information (if any) Date January 26, 1959 (R.R. Plan) A-581128 (11	<u></u>

Blanket Waiver of Hearing Covers\_\_\_\_\_ Waiver of Hearing Requested \_\_\_\_\_ in duplicate (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.

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

DE FORM PD 187 8-88 CS

AREA CODE 313 TELEPHONE 962-2100

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# THE DETROIT EDISON COMPANY 2000 Second Avenue

DETROIT, MICHIGAN 48226

### June 8, 1971

Mr. R. C. Tench, Chief Engineer The Chesspeake and Ohio Reilway Company C & O Building, 405 Eleventh Avenue 2. 0. Box 1800 Huntington, West Virginia 25718

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 Boad,	R
extended and 250 feet Ho Southeast of the Village	orth of the center line of Buno Road, one mile of Milford.	RNOO目 印
		RIGET
B B Valuation Station 10854		IT OF
	Township Milford, SH 1/4 of Sec. 24	44 A}
		8
County De	troit Edison Plan Attached <b>RX-3407A</b>	
	This is a Reconstruction of Existing Crossing	2
This is a New Clossing		10
Previous Agreement Information (	if any) Date January 26, 1959 (R.R. Plan) A-581128 (11-18-5	0
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Blacket Waissen of Hearing Cover	s Waiver of Hearing Requested in duplicate	
(Waiver of Hearing Cover.	Hearing to be mailed to applicant listed below)	
All construction will be done in ac	cordance with the rules and regulations of the Michigan Public Service	
Commission.	The Section During	
	I. W. Gamble, Supervisor of Rights of Way	
	Real Estate and Rights of Way Department	
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TO: