

DE ORIG.

CSX
REAL PROPERTY

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

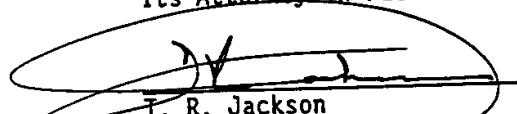
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

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.

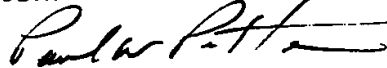
By: CSX TRANSPORTATION, INC.
CSX Real Property, Inc.
Its Attorney-in-Fact


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 RIGHT OF WAY NO. 02517

SEE:
RECORDED RIGHT OF WAY NO. 48790

PROPOSED LINE CROSSING OVER CHESAPEAKE & OHIO R.R.
IN R.R. PROP. APPROX. 570' E. OF E MILFORD RD.
AND 500' N. OF LAKE RD.

EXISTING PERMIT NUMBER U-7034
APPROX. 1.5 MI. NORTH OF THE
CITY OF VILLAGE OF MILFORD

SECTION 34, NW 1/4 TOWNSHIP HIGHLAND ("28") T 3N R 7E COUNTY DAKLAND

NOTES

MATERIALS SHALL BE AS NOTED IN THE DETROIT EDISON COMPANY'S GENERAL SPECIFICATIONS FOR OVERHEAD LINE CONSTRUCTION AT RAILROAD CROSSINGS DATED MARCH 1958.

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

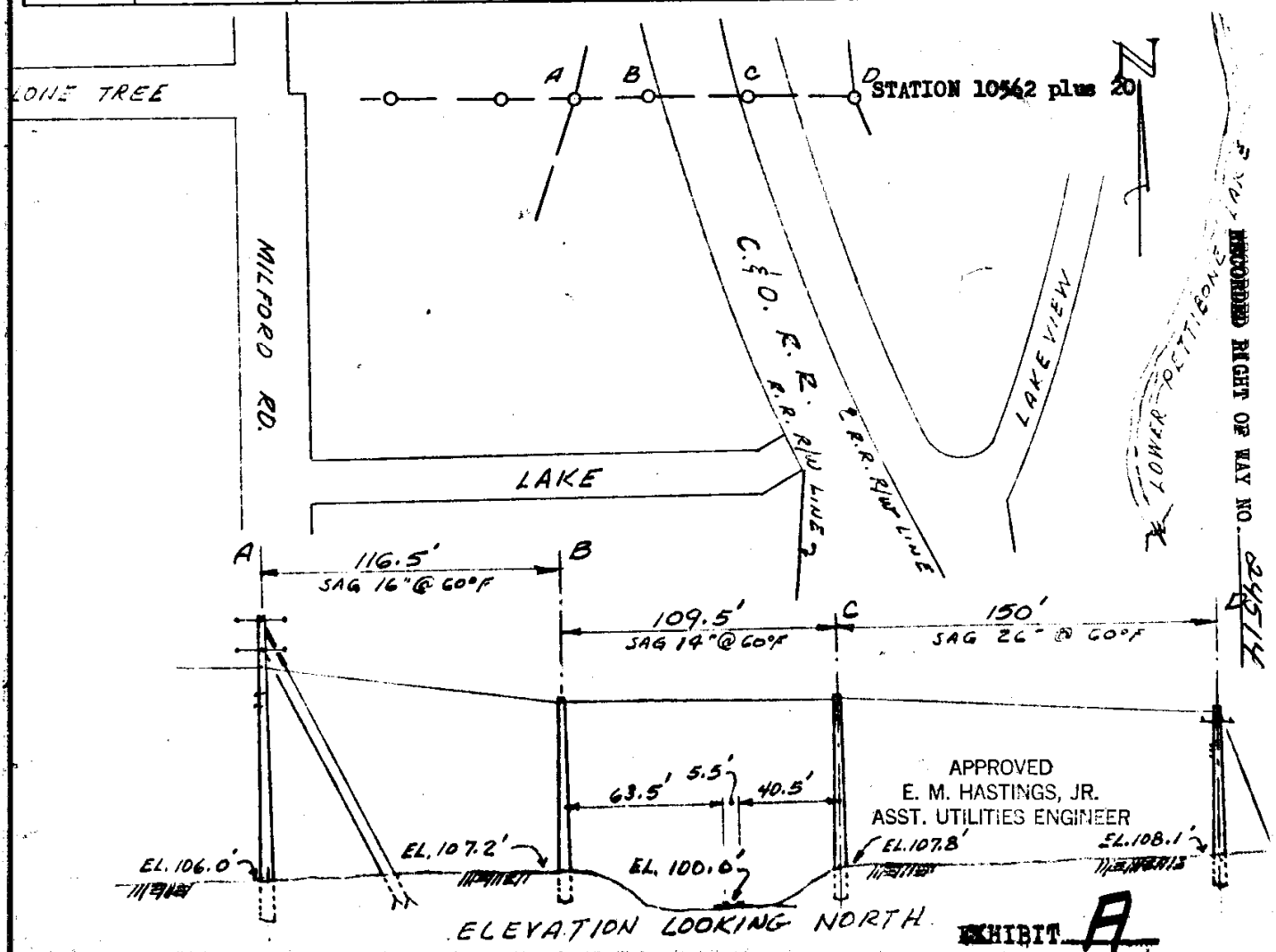
MINIMUM CLEARANCES

NEAREST POLE TO RAIL	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
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
EXISTING	SPAN	B-C		A	60		WOOD
3	0	B	4800	B	40	4	"
				C	40	4	"
				D	35		"
NOTE! EXISTING 2" 6- 4800 VOLT WIRES WERE REPLACED WITH THE 3" 0B WIRES.							

CHECKED BY H. GEPPERT GENERAL ENGINEERING DEPT. DATE 4-5-61
DESIGNED BY D. JOHNSON OVERHEAD LINES DEPT. PONTIAC SER. CENT.

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-C	109.5'	#0B-4800V.	14"	40.2'	



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 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 General Superintendent—Signals and Communications, 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.

11. Licensee shall pay to Railway upon the execution of this agreement a license fee of Twenty-Five Dollars (\$25.00) 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) on the execution of this agreement, for the five-year period extending from the 10th day of May, 1967 through the 9th day of May, 1972,

RECORDED FROM RECORDS
24514

and the sum of Fifty Dollars (\$50.00), or such other sum as may be mutually agreed upon by the parties hereto in writing, in advance for each and every subsequent five-year period during the term and continuance of this agreement; provided, however, that in the event of termination of this agreement prior to the expiration of any five-year period hereof, Railway shall refund to Licensee the unearned portion of any rental previously paid by Licensee to Railway in connection with this agreement.

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 July 1, 1933 between Pere Marquette Railway Company predecessor of Railway and Licensee herein covering an electric power line crossing at Station 10558 Toledo-Ludington Division is hereby terminated.
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]
General Manager

THE DETROIT EDISON COMPANY

Licensee

By _____

[Signature]
Director

Properties and Rights of Way Department
(title)

RECORDED RIGHT OF WAY NO. _____

[Handwritten]

[Handwritten initials]

[Handwritten signature]

[Handwritten initials]

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

November 15, 1967

MICHIGAN PUBLIC SERVICE COM. PUBLIC UTILITIES DIVISION	
Tel. _____	Gas _____
Elec. _____	R & S _____
NOV 16 1967	
Adm. _____	_____
File _____	_____

Permit No. ED2-8-6046

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, Doyle Hampton, Line Design Supervisor,

of The Detroit Edison Company, Detroit, Michigan, hereby certify that the wire crossing, covered by Wire Crossing Permit No. ED2-8-6046, issued 9-18-67, 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 ED 2-9.01, and that this crossing will be maintained as provided in such specifications and construction standards.

Yours very truly,

Doyle Hampton

RX No. 1160 A (Span B-C)

Location Village of Milford,
(N.W. 1/4 Section 34)

Highland Twp. Oakland County

Railroad Chesapeake and

Ohio

Railroad File No. 131-4-8897

Subscribed and sworn to before me this

15th day of November, 1967.

Joseph V. Strouse

Joseph V. Strouse
Notary Public, Wayne

County, Michigan.

My Commission expires 1-23-71

RECORDED RIGHT OF WAY NO. 24514

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

June 12, 1967

Railroad File No. 131-4-8897
Val. Station 10562 plus 20

Mr. R. C. Tench, Chief Engineer - System
Engineering Department
The Chesapeake and Ohio Railway Company
C&O Building, 405 Eleventh Avenue
P.O. Box 1800
Huntington, West Virginia 25712

Dear Mr. Tench:

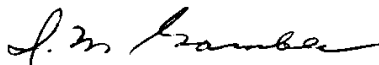
We are returning agreement/~~permit~~ in duplicate, covering our facilities
over your tracks and ~~for~~ right of way as shown on our Plan RX 1160A

and located as follows: **At a point approximately East of the center
line of Milford Road and North of the center line of Lake Road.
(Span B-C).**

City/Village _____ Township, Highland, N.W. 1/4 Sec. 34
County Wayne. The agreement/~~permit~~ has been signed for
our Company.

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

Yours very truly,



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

JVS/nk

Enclosures (2)

RECORDED RIGHT OF WAY NO. 24514

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

May 16, 1967

Michigan Public Service Commission
Lansing 13, Michigan

Michigan Public Service Commission	
LANSING 13, MICHIGAN	
Tel. _____	Gas _____
Elec. _____	R & S _____
MAY 17 1967	
Adm. _____	
File _____	

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~~ approximately 1.5 miles north of the Village of Milford in NW 1/4 of Section 34, Highland Township, T 3N, R 7E, Oakland County, Michigan.

Exam B - C

Three #0 B - 4800 volt wires over the tracks of the ~~Chesapeake and Ohio Railroad~~ located over railroad property at a point approximately 570' East of the centerline of Milford Road and 500' North of the centerline of Lake Road.

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.
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. **W-7034** dated **July 15, 1930**.
- This is a new crossing.

Reference number of construction drawing is RX- 1150A.

CACOR Waiver of Hearing
Dated May 10, 1967 Attached
R.R. File No. 131-4-8897

Permit No. ED2-8-6046

Date 5-18-67

By J M Hoppe

Yours very truly,

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

Check in circle indicates statement applicable.

JVS/ak

RECORDED RIGHT OF WAY NO. 200577



THE CHESAPEAKE AND OHIO RAILWAY COMPANY

I. W. GAMBLE
ls
MAY 15 1967

PROP. & R/W DEPT.

May 10, 1967 ID/44
Files 131-4-8097

The Detroit Edison Company
2900 Second Avenue
Detroit, Michigan 48226

Attention: Mr. I. W. Gamble

Gentlemen:

Reference is made to your letter dated April 18, 1967, Plan RX-1160A, requesting a waiver of hearing before the Michigan Public Service Commission to permit reconstruction of an aerial power line crossing over our tracks and right of way at Station 10562 plus 20 of the Toledo Subdivision at a point approximately 570 feet East of the center line of Milford Road and 500 feet North of the center line of Lake Road, Village of Milford in Section 34, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan.

The crossing will consist of three (3) No. 0 B 4800 volt wires, (Span B-C) 40.2 feet above top of rails.

The Chesapeake and Ohio Railway Company hereby waives hearing before the Michigan Public Service Commission for permission to construct the above wire line crossing with the provision that construction shall conform to the specifications of the Michigan Public Service Commission for such wire line crossings.

Very truly yours,

R. C. Tench,
Chief Engineer - System

245/44

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

TO:

April 18, 1967

Mr. R. G. Trench, Chief Engineer - System
Engineering Department
The Chesapeake and Ohio Railway Company
C & O Building, 405 Eleventh Avenue
P.O. Box 1888
Huntington, West Virginia 25712

Proposed Overhead Wire Crossing: **Three #0 B - 4800 volt wires. Span 2-6**

Specific Location **Over railroad property at a point approximately 370 feet East of the center line of Milford Road and 300 feet North of the center line of Lake Road approximately 1.5 miles North of the Village of Milford.**

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

City/Village _____ Township **Highland, NW 1/4 Section 34**

County **Oakland** Detroit Edison Plan Attached **EX-1160A**


This is a New Crossing _____ This is a Reconstruction of Existing Crossing **X**

Previous Agreement Information (if any) Date **7-1-33** (R. R. Plan) _____

Previous Waiver dated 7-14-30

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
Protection and Rights of Way Department**

PROPOSED RIGHT OF WAY NO. 7-1-33