

DE - orig.



6737 Southpoint Drive, South
Suite 100
Jacksonville, Florida 32218
(904) 279-4515
FAX (904) 279-4586
or (904) 279-4581

T. R. Jackson
Assistant Vice President

DUPLICATE ORIGINAL

March 19, 1992

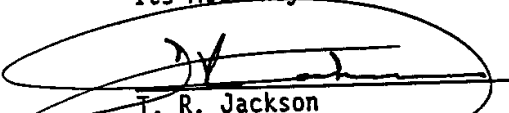
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

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. 26426

SEE:
RECORDED RIGHT OF WAY NO. 48790

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this 26th day of May, 1970, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter called "Railway", and THE DETROIT EDISON COMPANY, a New York Corporation

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 two (2) No. 2 ACSR 4800 volt wires (span B-C)

at a point located at Station 10518 plus 09

Mile Post - - - Feet, Wixom

Subdivision, Saginaw Division, at or near Highland

County of Oakland, State of Michigan;

said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in accordance with attached Licensee's Plan RX-4108, dated 5-1-70

marked for identification "Exhibit A" - - -

- - - which are made a part of this agreement and

- - - 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 PLAN OF WAY NO. 2646

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, 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.

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 One Hundred Dollars (\$100.00) on the execution of this agreement, for the five-year period extending from the 26th day of May, 1970 through the 25th day of May, 1975,

and the sum of One Hundred Dollars (\$100.00), 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.

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

Approved:
R. B. Haydel
J. W. Hamble

APPROVED:
[Signature]
Superintendent

THE DETROIT EDISON COMPANY

Licensee

By [Signature]

Director-Properties and Rights of Way
Department
(title)

131-4-11040 IF/42

Am. Invoice
6/9/70

RECORDED RIGHT OF WAY NO. 20466

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

June 11, 1970

Railroad File No. 131-4-11040

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 25718

Dear Mr. Tench:

We are returning agreement/~~permit~~, in duplicate, covering our facilities over your tracks and/~~or~~ right of way as shown on our Plan RX-4108 (Span B-C) and located as follows: **In private property approximately 1303 ft. South of the center line of Grubb Road and 600 ft. East of the center line of Milford Road. Valuation Station 10518+09**

City/Village Highland Township, Highland, NE 1/4 of Sec. 27
County Oakland. 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
I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

JVS:mls
Enc.

26406

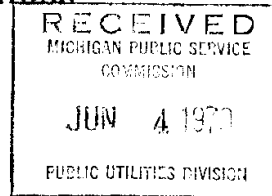
D.O. A59570

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

June 3, 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 Highland~~ in the NE¹/₄ of Section 27, Highland Township, T-3N, R-7E, Oakland County, Michigan.

Span B-C

Two #2 ACSR 4800 volt wires over the tracks of the C&O R.R. located in private property at a point approximately 1303' south of the centerline of Grubb Road and 600' east of the centerline of Milford Rd.

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 5-26-70 R.R. File No. 131-4-11040
- 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. _____ dated _____
- This is a new crossing.

Reference number of construction drawing is RX- 4108

Yours very truly,

Permit No. ED2-8-6578
Date 6-5-70
By J M Hoppe

I. W. Gamble 1970
I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Dept.

26406

Check in circle indicates statement applicable.

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226
May 3, 1970

TO:

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

Proposed Overhead Wire Crossing:

Two No. 2 ACSR 4800-volt wires. (Span B-C)

Station: 10518 plus 09
Location: _____
Sub-Division: Toledo
Division: Detroit Terminal
M.P.S.C. Hearing: 5-26-70
The Chesapeake and Ohio Railway Company

R. C. Teach

Your File RX-4108
C. & O. File 1314-11040

Specific Location

Private property at a point approximately 1303 feet South of the center line of Grubb Road and 600 feet East of the center line of Milford Road.

R.R. Valuation Station 10518 + 09 R.R. Mile Post _____

City/Village Highland Township Highland, WK 1/4 of Section 27

County Oakland Detroit Edison Plan Attached RX-4108

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

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

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

26406

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

May 5, 1970

AREA CODE 313
TELEPHONE 962-2100

TO:

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

Proposed Overhead Wire Crossing:

Two No. 2 ACER 4800-volt wires. (Span B-C)

Specific Location

Private property at a point approximately 1303 feet South of the center line of Grubb Road and 600 feet East of the center line of Milford Road.

R. R. Valuation Station 10518 +09 R. R. Mile Post _____

City/Village ~~Highland~~ Township Highland, NE 1/4 of Section 27

County Oakland Detroit Edison Plan Attached EX-4108

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

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

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
Properties and Rights of Way Dept.

DETROIT EDISON COMPANY
26406

