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Jacksonville, Florida 32216
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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. 19294

SEE: RECORDED RIGHT OF WAY NO. 42790

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

December 27, 1957

hmc
1-2-58

MEMORANDUM TO:

Mr. Eldred H. Scott
Vice President and Controller
520 General Offices

Attached, for the General Files, is a fully executed copy of the agreement covering our crossing over spur track of The Chesapeake and Ohio Railway Company at a point approximately 370 feet North of Summit Street, in the Village of Milford, Section 3, Oakland County, Michigan.

The line as shown on The Chesapeake and Ohio Railway Company's Drawing No. A-570409-A, will consist of three #6 WPX 4800 volt wires.

The agreement dated December 9, 1957, calls for the sum of \$25.00 for the cost of preparing papers, a rental of \$1.50 to cover period from date of agreement to December 31, 1957, and an annual rental, thereafter, of \$10.00 beginning January 1, 1958.

I. W. Gamble

I. W. Gamble
Supervisor of Rights of Way

IWG:clj
Enclosure

GEN'L ACCTG. DEPT.
ENTERED - CANCELLED
CONTRACT BOOK NO.
DATE 12-3-57
BY [Signature]
CHECKED BY [Signature]

APP *RJK*

MIL 3-4-*WT*

GENERAL FILES
RECEIVED JAN 8 1958
CLASSIFICATION:
REC. RIGHT OF WAY NO. 19294

RIGHT OF WAY FILE NO. 19294

THIS AGREEMENT, made this 9th day of December, A.D. 1957, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter called First Party, and THE DETROIT EDISON COMPANY, a New York corporation, hereinafter called Second Party.

W I T N E S S E T H:

WHEREAS, Second Party desires to construct and thereafter operate and maintain an aerial wire line over and across First Party's Northern Region, Saginaw Division, right of way at Station 10665 plus 00 in Section 3, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan at Milford, Michigan, in substantially the location shown in solid red line on First Party's Drawing No. A-570409-A, revised date May 8, 1957, hereto attached and made a part hereof, and has requested First Party to grant to Second Party the right so to do.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

First Party grants to Second Party, at its request, so far as First Party may lawfully do so, the right to construct, operate, and maintain said aerial wire line over and across First Party's right of way at the location aforesaid, upon the following terms and conditions, and subject to the following limitations, and not otherwise.

1. Said aerial wire line, which will extend over and across First Party's right of way above the ground in the location aforesaid a distance of fifty-five (55) feet, will consist of three (3) #6 WPX wires carrying 4,800 volts. Said aerial wire line shall be maintained with a clearance of not less than thirty-one (31) feet above the surface of the ground.

2. If, in the judgment of First Party, the operation, maintenance, or use by Second Party of said aerial wire line at any time causes inductive or physical interference with the communication circuits now or hereafter installed on the property of First Party or in any manner interferes with the operation, maintenance, or use by First Party of its right of way, tracks, structures, pole lines, devices, facilities, or other of its property, Second Party, within thirty (30) days after receiving written notice from First Party to that effect, will promptly, at its own risk, cost, and expense, make all changes in its facilities as, in the judgment of First Party, may be required to eliminate such interferences. In the event First Party shall at any time hereafter 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 to otherwise improve, change, or relocate its structures, pole lines, devices, or facilities at or in the vicinity of First Party's property occupied by Second Party's aerial wire line, which rights First Party hereby expressly reserves unto itself, Second Party, within thirty (30) days after receiving written notice from First Party so to do, will promptly, at its own risk, cost, and expense, relocate, raise, alter, or otherwise change its aerial wire line in accordance with Second Party's standards of construction and maintenance on file with and approved by the Michigan Public Service Commission, or as may be required by law, to a location and in a manner which, in the judgment of First Party, will enable First Party 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 to otherwise improve, change, or relocate its structures, pole lines, devices, or facilities as aforesaid.

3. Second Party shall and will at all times hereafter assume all liability for loss of or damage to all property whatsoever and injury to or death of all persons whomsoever, caused either in whole or in part by, or arising out of, or resulting in any manner, whether solely or jointly, concurrently, or in connection with other causes, from the location, construction, installation, maintenance, existence, use, renewal, or removal of the aerial wire line covered by this agreement or from a failure to maintain, repair, or renew the same, or the collision of engines, cars, or trains with said aerial wire line, and Second Party shall and will protect, indemnify, and save harmless First Party, its successors and assigns, from and against any and all detriment, damages, losses

RIGHT OF WAY FILE NO. 19294

claims, demands, suits, judgments, costs, and expenses arising from or by reason thereof.

4. Second Party shall pay to First Party the sum of Twenty-five Dollars (\$25.00) on execution of this agreement toward the cost of preparing the same. Second Party shall pay to First Party as a rental charge for the use of its premises the sum of One and 50/100 Dollars (\$1.50) on the execution of this agreement, to cover the period from the date hereof to December 31, 1957, and thereafter, commencing January 1, 1958, the sum of Ten Dollars (\$10.00) per annum, in advance, for each and every year, or fraction thereof, during which this agreement shall remain in force and effect.

5. This agreement shall continue in force and effect until terminated by ninety (90) days' notice in writing from either party to the other party of an intention to terminate the same. Upon the giving of such notice, Second Party agrees to remove, at its own expense, the said aerial wire line from the right of way of First Party and to restore and leave said right of way in as good condition as before the installation of said aerial wire line. In the event Second Party shall fail so to do before the expiration of ninety (90) days after such notice of termination by either party has been given to the other party, then First Party, without incurring any liability to Second Party, may perform the work of removal and restoration at the cost and expense of Second Party. Second Party shall repay to First Party all such cost and expense within thirty (30) days after bill for same has been presented to Second Party.

6. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No assignment by Second Party of this agreement, or of any rights hereunder, shall be made without obtaining the prior written consent of First Party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

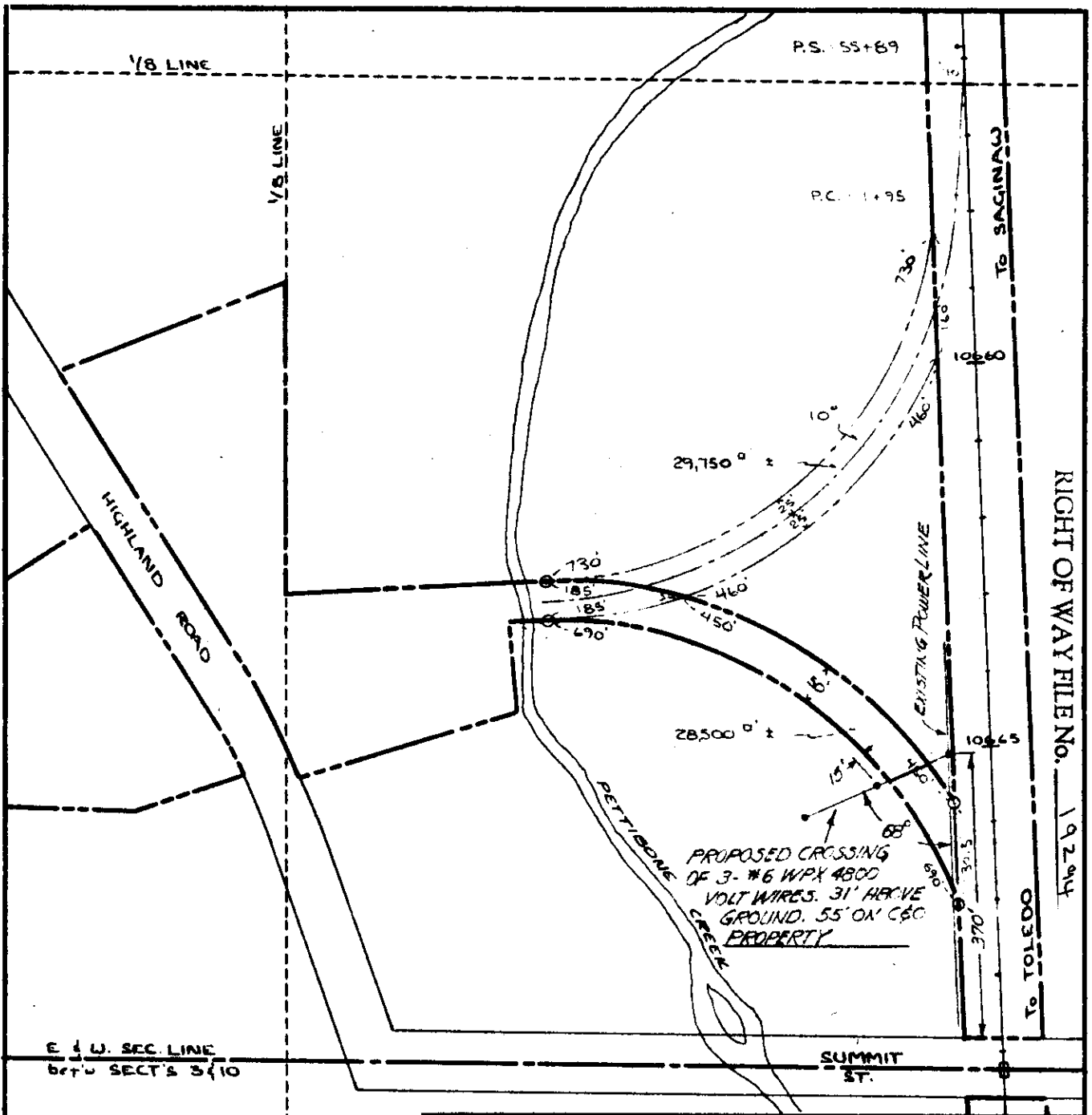
By M. F. Anderson
Its Gen'l Supt. - Signals & Communications

THE DETROIT EDISON COMPANY

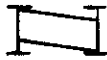
By Richard H. Taylor
Its RICHARD H. TAYLOR, DIRECTOR
REAL ESTATE AND RIGHTS-OF-WAY DEPARTMENT

Alzambra
H. H. Hinder

RIGHT OF WAY FILE NO. 19294



E & W. SEC. LINE
betw SECT'S 3 & 10



OAKLAND CO.
MILFORD TP.
T. 2 N. R. 7 E.
SEC. 10

REVISIONS 1. 4-9-57 2. 4-9-57	THE CHESAPEAKE AND OHIO RAILWAY COMPANY DIVISION ENGINEER'S OFFICE SAGINAW, MICHIGAN	
	MILFORD, MICH. PROPOSED WIRE LINE CROSSING FOR THE DETROIT EDISON COMPANY 10-19-57	
	TOLEDO SUB DIVISION	
	SCALE: 1" = 200' DATE: 4-9-57 DRAWN BY: BEC CHECKED BY:	VAL. SEC. 1 B SHEET No 43

RECORDED RIGHT OF WAY NO. 19294

SIGNED R/W SECURED
DICK ROACH, INC
C/O RR SPUR
NO RAILS

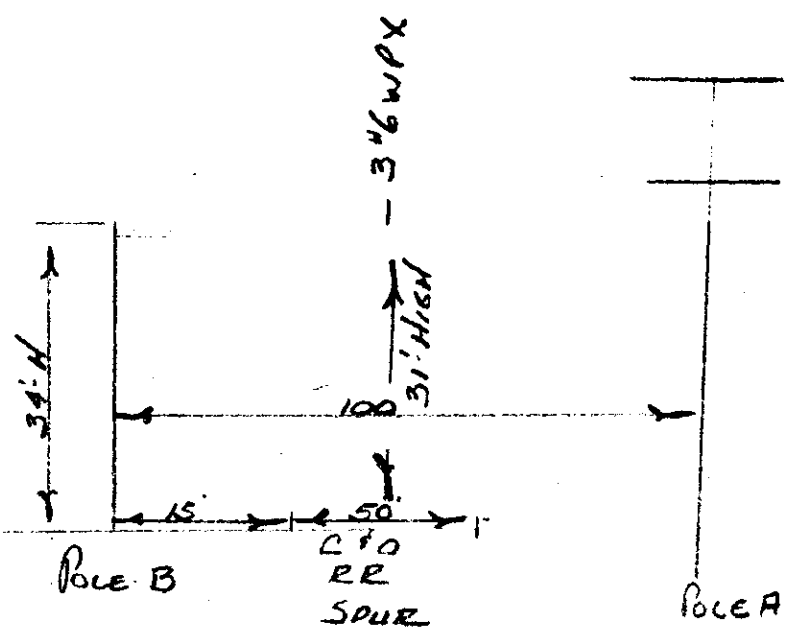
VERBAL R/W SECURED
DICK ROACH, INC.
BY F. HUBBELL, MGR.

NEW
KROGER
MARKET

185'

C/O RR

370'



Summit St.

CABINET

R/W BY R. SETH

VILLAGE OF MILFORD
MIL-8-2
ING 1959
J.W.S. 8-20-57

THE DETROIT EDISON COMPANY
ENGINEERING DEPARTMENT
PLANNING DIVISION

LAYOUT BY	DRAWN BY	DRAWING NO.
CHECKED BY	APPROVED BY	SCALE
ISSUED TO	DATE	