

500 Water Street, SC J180 Jacksonville, FL 32202-4423 (904) 633-1503 FAX: (904) 633-3450 E-Mail: Charlie_Myers@csx.com

Charles F. Myers Specialist Contract Adminstration

August 30, 2007

Ms. Barbra Mention Property Management Specialist ITC Transmission Company 39500 Orchard Hill Place Novi, MI 48375

Dear Ms. Mention:

Attached is a fully executed original of the letter of consent dated July 31, 2007.

CSXT No. ITC	<u> Drawing. Nos.</u>	<u>Dated:</u>	<u>Note:</u>
1) PM L16549 RX		August 27, 1970	
2) CSX-057234 RX		June 26, 1987	Ford Motor Co.
		June 24, 1987	Ford Motor Co.
4) PM L16462 RX		April 22, 1970	
	4159A	January 24, 2007	
6) PM L16940 RX	3929C	April 26, 1978	

It is your responsibility to schedule any work, approved modifications, or approved maintenance by contacting CSXT's local Roadmaster (inasmuch as this is private property, CSXT's local Roadmaster will decide the flaging requirements) by following these steps:

- 1. Submit the completed Flagging Request Form (attached) by fax to (904) 633-3460.
- An Outside Party Number (OP Number) will be assigned by CSXT and provided to the Project Contact listed on the form.
- 3. Fax the completed Flagging Form including the OP Number to the CSXT Roadmaster at the fax number provided on the Flagging Form.

NOTE: A Flagging Form will not be accepted without an OP Number.

- 4. Arrange necessary signal locates by contacting the local CSXT Manager Signals at the phone number provided on the completed Flagging Form.
- 5. If no response is received after one week of faxing notification to the CSXT Roadmaster, follow up by calling the Roadmaster's office (ideally between the hours of 6:30 AM and 8:30AM) at the telephone number provided on the completed Flagging Form.

Very truly yours,

Charles F. Myers

Attachment



500 Water Street, SC J180 Jacksonville, FL 32202-4423 (904) 633-1503 FAX: (904) 633-3450 E-Mail: Charlie_Myers@csx.com

July 31, 2007

Ms. Barbra Mention Property Management Specialist ITC Transmission Company 39500 Orchard Hill Place Novi, MI 48375

Dear Ms. Mention:

This is in reference to your six (6) applications with respect to your proposed upgrade to your existing electrical aerial agreements all located in Wixom, Oakland Co., MI.

It is our understanding that you desire to reconstruct your overhead wireline facilities by the addition of a 230,000 volt aerial electrical transmission line and fiber optic ground wire for ITC system control traversing over certain tracks identified as follows:

	CSXT No.	ITC Drawing. Nos.	<u>Dated:</u>	<u>Note:</u>
1)	PM L16549	RX4064A	August 27, 1970	
2)	CSX-057234	RX4350A	June 26, 1987	Ford Motor Co.
3)	CSX-057235	RX4349A	June 24, 1987	Ford Motor Co.
4)	PM L16462	RX3930A	April 22, 1970	
5)	PM L16700	RX4159A ✓	January 24, 2007	
6)	PM L16940	RX3929C ✓	April 26, 1978	

at various locations as shown on your Drawing Nos. and further described on your application forms dated February 2, 2007, all attached and hereby made a part of this letter.

Formal consent of CSXT is hereby given to the above described changes contingent upon compliance with the following items:

- 1) Inasmuch as CSXT has granted its engineering consent to items No. 2 and 3 listed above, it is to be understood that this is contingent upon ITC obtaining authorization from the Ford Motor Company, apparent owner, and any other entity that may have a property interest, as they deem necessary.
- 2) Execution of both originals of this letter should be accomplished by a President, Vice President or an officer authorized to execute legal documents on behalf of ITC (Copy of delegation of authority is to be furnished for anyone signing, other than the President or Vice President.)
- 3) NAME(S) and TITLE(S) of person(s) executing this letter must be typed or printed in ink directly beneath signature(s).

- 4) Furnish <u>Certificate of Commercial General Liability Insurance naming CSX</u>

 <u>Transportation, Inc. as an additional insured...</u> A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy.
 - 5) Furnish Railroad Protective Liability Insurance Fee

\$3,000.00

TOTAL DUE

\$3,000.00

6) Authorization to proceed is obtained from CSXT's local Roadmaster along with acquiring flagging protection.

The two originals of this letter are to be returned to my attention at the address shown above. A fully executed original will be returned for your records along with the contact instructions for our local Roadmaster and the flagging request form.

If you have any questions, please do not hesitate to contact our office.

Charles F. Myers

Very truly yours

CSX TRANSPORTATION INC.

By: (L.S.)
Print/Type Name:

Print/Type Title: Marie A. Musfeldt

Director

ITC TRANSMISSION COMPANY

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: <u>Daniel J.) ginsky</u>

Print/Type Title: <u>Vice President</u>

Tax ID Number: 81-0596181

	IC	ORD, CERTIFIC	ATE OF LIABIL	ITY INSI	JRANCE	Page 1 of 2		DATE 03/2007
PRO	DUCER	Willis North America,	877-945-7378	ONLY AND	CONFERS NOTES OF	UED AS A MATTER (O RIGHTS UPON T ATE DOES NOT AME AFFORDED BY THE F	HE CE IND. E	RTIFICATE XTEND OR
		26 Century Blvd. P. O. Box 305191 Nashville, TN 3723051	91		FFORDING COV			NAIC#
INSU	RED	International Transmis	sion Company	INSURER A: Fed	eral Insurance	Company		20281-001
		Michigan Electric Tran 39500 Orchard Hill Pla	smission Co., LLC	INSURER B: AEG	IS GRP			03131-000
		Suite 205	Ca	INSURER C:		<u> </u>		
		Novi, MI 48375		INSURER D:			 	
				INSURER E:	<u> </u>			
T!	HE PC	AGES DLICIES OF INSURANCE LISTED BEI EQUIREMENT, TERM OR CONDITIC ERTAIN, THE INSURANCE AFFORDE IES. AGGREGATE LIMITS SHOWN M/	ON OF ANY CONTRACT OR OTHER TO BY THE POLICIES DESCRIBED H	EREIN IS SUBJECT				
	ADD'L INSRD		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIM	ITS _	
A	x	GENERAL LIABILITY	37112263	2/28/2007	2/28/2008	EACH OCCURRENCE		.,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	\$	100,000
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		POLICY PRO- LOC			<u> </u>			
		AUTOMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$	
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
		HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	ļ					PROPERTY DAMAGE (Per accident)	\$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		ANYAUTO				OTHER THAN EA ACT		
В		EXCESS/UMBRELLA LIABILITY	x3777A1A07	2/28/2007	2/28/2008	EACH OCCURRENCE	_	2,000,000
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		DEDUCTIBLE			1		\$	
		RETENTION \$				WC STATU- OT TORY LIMITS EI	\$ H-	
		RKERS COMPENSATION AND PLOYERS' LIABILITY				E.L. EACH ACCIDENT	\$	
	ANY	Y PROPRIETOR/PARTNÉR/EXECUTIVE FICER/MÉMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYE	EE \$	
	lf ye	es, describe under ECIAL PROVISIONS below			<u> </u>	E.L. DISEASE - POLICY LIMI	r \$	
_		HER						
It	is	TION OF OPERATIONS/LOCATIONS/VEHICL agreed that CSX Trans al Liability, but solo ed as required under to	sportation, Inc. is in alv in regards to work	icluded as a	an Additiona	al Insured as re	espect the Na	ts to amed
ـــا		CIONETE UOL DED		CANCELLA	TION	 	_	. .
CE	<u>:K[IF</u>	FICATE HOLDER		SHOULD ANY O DATE THEREO NOTICE TO THI IMPOSE NO O	OF THE ABOVE DESCR F, THE ISSUING INSUI E CERTIFICATE HOLD! BLIGATION OR LIABIL	IBED POLICIES BE CANCELLE RER WILL ENDEAVOR TO MA ER NAMED TO THE LEFT, BUT ITY OF ANY KIND UPON THE	IL 30	_ DAYS WRITTEN TO DO SO SHALL
	9	CSX Transportation, Inc. 500 Water Street, SCJ180		REPRESENTAT AUTHORIZED RI	TVES. EPRESENTATIVE			
		Jacksonville, FL 32202-	4423					

Page 2 of 2

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

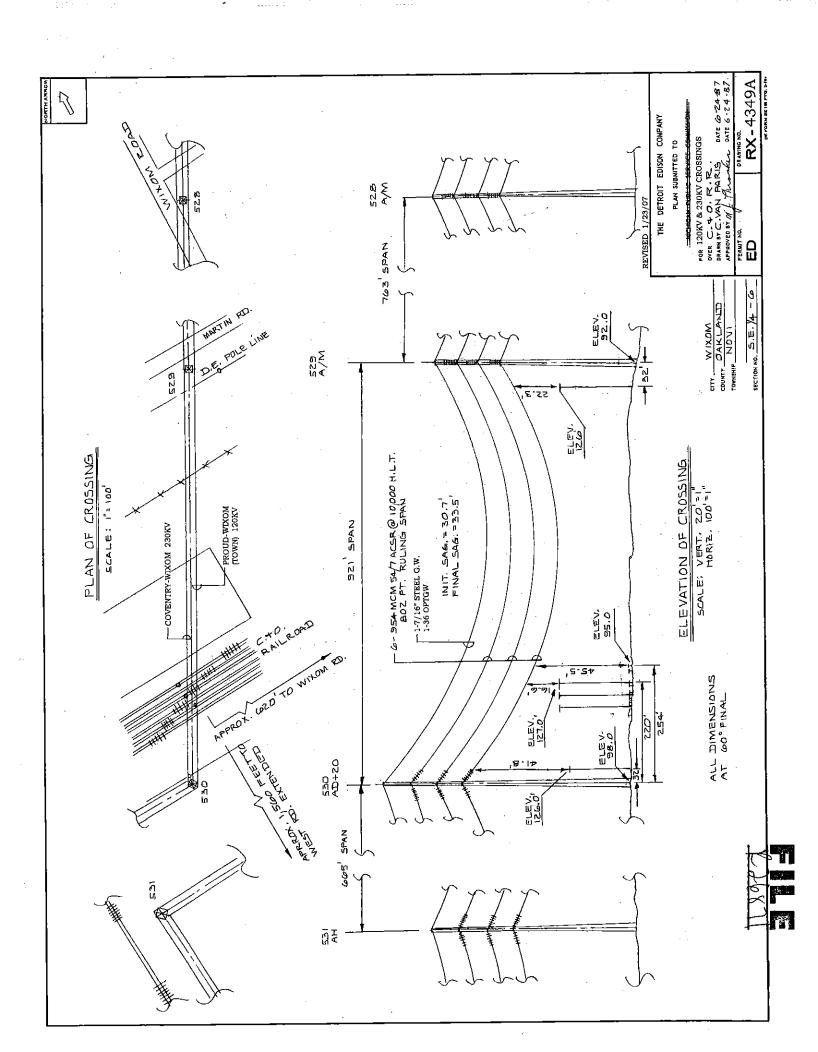


APPLICATION FOR WIRE OR CABLE LINES CROSSING OR PARALLELING PROPERTIES AND TRACK

Submit one original and one copy of both the application and drawing along with a \$750.00 nonrefundable Application Fee to CSX Transportation, Property Services J180, 500 Water Hope Jacksonville, FL 32202. Application and plans must be approved and written authority received from the Railroad befind construction is begun. Your proposal and construction must be in accordance with CSXT's Specifically TRANSPORTATION the National Electrical Safety Code, and any governing laws or regulations. Note: Specifications furnished in the Application Position Position Position and Company Services. in the Application Package are to be used as a guideline only. CSXT reserves the right to approve or decline any application. Agreement No.: C5X-05 PLEASE SIGN BEFORE COMPLETING: I affirm the information I am furnishing in this application will comply with the NESC Standards and accurately reflects the proposed construction plans? . Menhan Application Date: FEB. 2, 2007 Signature: Larbara E Check here if agreement should be mailed to this address Project Owner Information: Complete Legal Name of applicant as it would appear in a legal document (inaccurate information will delay your request): ITCTRANSMISSION COMPANY Company Contact Name: BARBARA A. MENTICN
Title: PROPERTY MANAGEMENT SPECIALIST 2. Telephone: (248) 374-7257 Fax: (26) 374-7260 E-Mail: DHENTION@ ITCTRANSCO. COM 3. Company Emergency Contact Number (in case of derailment, fallen wire/pole, etc.): 1-817-482-4829 Street Address: 39500 ORCHARD HILL PLACE City: SOUTHFIELD State: MI Zip: 4837 4. 5. Type of business: Corporation (State of incorporation MICHIGAN ☐ Partnership (Type and State of Partnership) ☐ Municipality ☐ Developer ☐ Individual ☐ Check here if agreement should be mailed to this address Engineer/Consultant Information: Company Name: 6. Title: Company Contact Name: 7. E-Mail: Telephone: () ____ 8. Zip: City: 9. Street Address: (Note: Metric Information will NOT be accepted.) Project Information: 10. Is this installation: □ New □ Revision to existing □ Attachment to existing □ Upgrade to existing 11. If not a new installation, furnish existing Agreement Number: 12. If this installation is to be a supplement to your master (general) agreement, furnish: Agreement Number: ATTACHED ____ Date: 13. Your Reference Number: RX4349A 14. Town Location: CITY OF WIXOH County: OAKLAND State/Province: MI □ Communications 15. Type of Crossing: A Electric □ Telephone \Box CATV X Other (explain): FIBER OPTIC GROUND WIRE USED FOR ITC SYSTEM CONTROL 16. Crossing is dedicated to: ☐ Trunk ☐ Distribution Transmission 17. Conductor Material: ☐ Copper MAluminum ☐ Fiber Optic & Fiber Count 18. XAC / DC : Voltage: 120/230 No. of Phases: 3/3 Amperes: Hertz: 60 19. Maximum Voltage: 230 kV Maximum Current: AWG Gauge: 954 Kcmil 547 20. Maximum Fault to Ground: 21. ☐ Yes 21. Is this both a Crossing and Parallelism?

Proj	ect Information Cont'd:
	Number of tracks to be crossed: Angle of crossing Crossing location: feet (direction) from Railroad Milepost: If known: Valuation Station: Valuation Map Number:
22.	Crossing location: feet (direction) from Railroad Milepost:
25.	If known: Valuation Station: Valuation Map Number:
	If known: Latitude/Longinide'
	If known: Street Address of Crossing/Parallelism: Parallelism location: Beginning: and Ending: feet (direction) from RR Milepost: and Ending: I cough Paralleling:
24	Parallelism location: Beginning: feet (direction) from RR Milepost:
27.	and Ending: feet (direction) from RR Milepost:
25.	Total length on Railroad R/W: Length Crossing: Length Paralleling:
26	Will line be located entirely within a public road right-of-way? ☐ Yes ☐ No
20.	** If you answered yes, road name, number, and width of public right-of-way are required on drawing
	DOT/AAR Crossing Number:
27	a) Will this occupancy connect to an existing facility within Railroad corridor? Yes No
27.	b) If Yes, name facility owner(s):
28	b) If Yes, name facility owner(s): Dull boxes Dother (describe)
20.	to be located within Railroad corridor. Dimensions of ancillary structures are required on drawing.
29	D' (for manhalas/handhalas/hull haves/other to negrest track'
30	Number of: ☐ new poles ☐ existing poles to be utilized on Railroad R/W
31	Owner of existing poles to be utilized within Railroad R/W:
32	Distance from butt of pole(s) utilized to nearest rail of track:
33.	
55.	or nine suitable for housing cables or wires).
	Total buried length on Railroad R/W: If power, total number circuits:
	Number of Conduit(s): Total Filled Conduit(s): Total Empty Conduit(s):
	Number of Cables or Lines in each Conduit:
	Number of Conductors in each Cable or Line:
	Encasement material: Outside diameter: (over 4", See Pipeline specs.) Wall thickness:
	Rury depth from base of rail to top of casing:
	Bury depth on right of way, but not beneath tracks:
	Duer don'th below ditches:
	Method of installation: (Note: Directional boring is prohibited. See specs)
	Location of boring pits to adjacent track @ 90°: Launching Pit: ft., Receiving Pit: ft.
34.	Aerial facilities:
	Total aerial length on Railroad R/W: If power, total number circuits:
	Total number of CSX pole lines to be crossed:
	Type of wire supports: Size: False dead ends: Size: Si
	Height of wires above top of rail at 60°f: leet Sag in Spans at 60°f
Ī	Height of wires above Railroad communication and signal wires at 60°f:feet
Sup	oplemental Fiber Optic Information (Must be Completed for Fiber Proposals):
35.	Identify each intended user of the conduit/cable:
36.	Entity performing construction: ATC CONTRACTOR
37.	
Rai	ilroad Use Only:
Dix	vision Waluation Section/Map No.: V13/X48
Ah	solute No.: /8265 Valuation Section/Map No.: V/B/X48
	luation Station:
	lepost: CC 71.47 (PS)
1411	C5X 257 205
Ro	admaster No.: T40 Contr. Type: FITTEX Fiber?
	WI PLY - 1-10/1-12/17

C/M/4/23/7





APPLICATION FOR WIRE OR CABLE LINES CROSSING OR PARALLELING PROPERTIES AND TRACK

Submit one original and one copy of both the application and drawing along with a \$750.00 nonrefundable Application Fee to CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

Application and plans must be approved and written authority received from the Railroad before construction is begun. Your proposal and construction must be in accordance with CSXT's Specifications, the National Electrical Safety Code, and any governing laws or regulations. Note: Specifications furnished in the Application Package are to be used as a guideline only. CSXT reserves the right to approve or decline any application.

PL	PLEASE SIGN BEFORE COMPLETING: Agreement No.: 5.	
Iaf	I affirm the information I am furnishing in this application will comply with the NESC Standards	and accurately
rof]	reflects the proposed construction plans:	
Sign	Signature: Signature Application Date: FET	3.2,2007
Pro	Project Owner Information: Check here if agreement should be mailed to the	is address
1.	1. Complete Legal Name of applicant as it would appear in a legal document (inaccurate infor	mation will delay
1.		
	2. Company Contact Name: BARBARA MENTION	
2.	2 Company Contact Name: BARBARA MENTION	·
	Title PRODERTY MANAGER MENT OFFICIALIST	
3.	3 Telephone: (948) 2-74-7257 Fax: (949) 374 - 7260 E-Mail: 049 NT 10 NO	ITCTRANSCO.COM
	Company Emergency Contact Number (in case of derailment, fallen wire/pole, etc.): (10)	1-402-4029
4.	Ctotal No.	1(Zip: 48375
5.	5. Type of business:	
	Corporation (State of incorporation MICHIGAN)	,
	☐ Partnership (Type and State of Partnership)	
i	☐ Individual ☐ Developer ☐ Municipality ☐ Other	
		:11
Eng	Engineer/Consultant Information:	us address
6.	6. Company Name: Name: Title:	
7.	/ Company Confact Name:	<u>. </u>
8.	R Telephone: () Fax: () E-Mail:	
9.	- Ct. Ct. t.	Zip:
	OI V X (Y C will NOT be apported)	
	Project Information: (Note: Metric Information will NOT be accepted.)	
10	10. Is this installation: New Revision to existing Attachment to existing Upgrade to	o existing
11	11 If not a new installation, furnish existing Agreement Number:	· ·
12.	12. If this installation is to be a supplement to your master (general) agreement, furnish:	
	Apreement Number: ATTACHED Date:	
13.	13. Your Reference Number: 4350A	. 7
14	14 Town Location: CITY OF WIXOM County: OAKLAND State/Province	:_M
15.	15. Type of Crossing: ★Electric □ CATV □ Telephone □ Communications	
	MOTHER (explain): FIBER OPTIC GROUND WIRE USED FOR ITC SYSTEM	y control
16.	16. Crossing is dedicated to: ☐ Trunk ☐ Distribution 🗷 Transmission ☐ Other	
17	17 Conductor Material: □ Copper MAluminum □ Fiber Optic & Fiber Count	
1 Ω	18 MAC / DC Voltage 170/236 LVNo of Phases: 3/3 Amperes: Hertz	:_60_
19.	19. Maximum Voltage: 230 kV Maximum Current: 20. Maximum Fault to Ground: 21. AWG Gauge: 954 kc	1151-1200
20	20. Movimum Fault to Ground: 21. AWG Gauge: 724 KC	MILDAI/ACSK

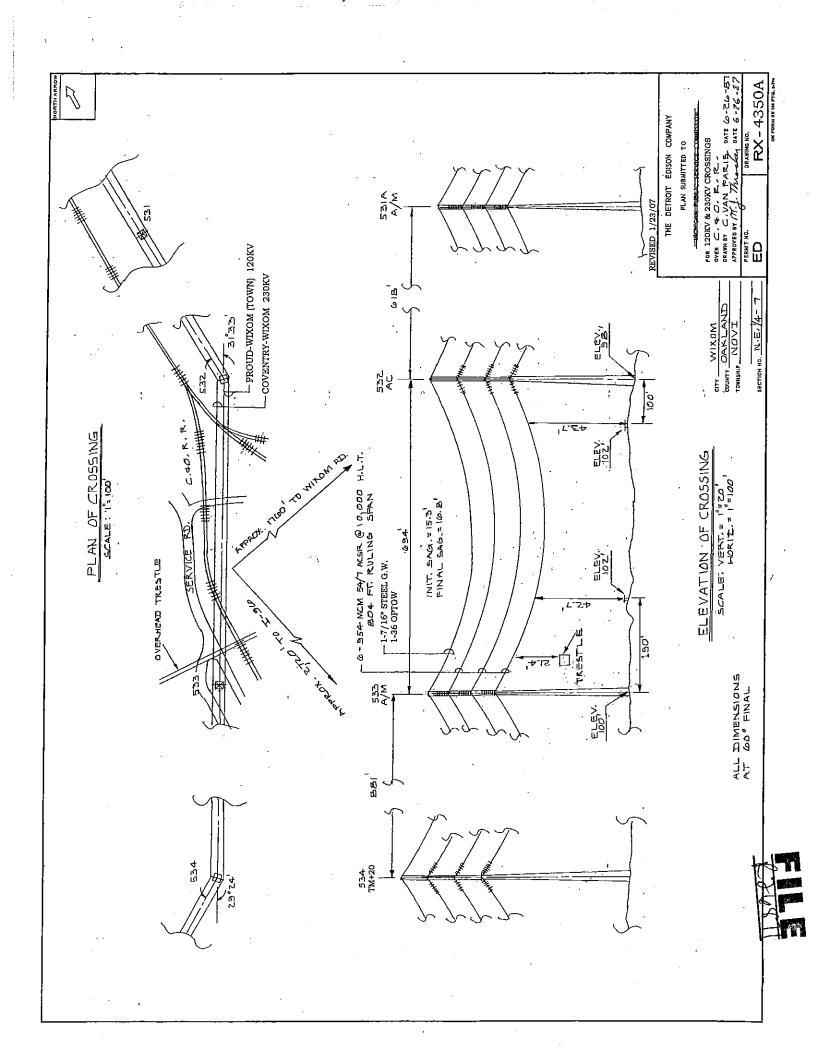
X No

☐ Yes

21. Is this both a Crossing and Parallelism?

Project Information Cont'd:	
22. Number of tracks to be crossed: Z Angle of crossing 23. Crossing location: feet (direction) from Railroad Milepost: CC 7/. 4-7 If known: Valuation Station: Valuation Map Number:	
23. Crossing location: feet (direction) from Railroad Milepost: CC 7/. 47	
If known: Valuation Station: Valuation Map Number:	
If known: Street Address of Crossing/Parallelism:	
24 Parallelism location: Beginning: feet (direction) from RR Milepost:	
and Ending feet (direction) from RR Milepost:	
If known: Lantide/Longitude. If known: Street Address of Crossing/Parallelism: 24. Parallelism location: Beginning: feet (direction) from RR Milepost: and Ending: feet (direction) from RR Milepost: 25. Total length on Railroad R/W: Length Crossing: Length Paralleling:	
26. Will line be located entirely within a public road right-of-way? \(\subseteq \text{Yes} \text{No} \)	
** If you answered yes, road name, number, and width of public right-of-way are required on drawing	
DOT/AAR Crossing Number:	
27. a) Will this occupancy connect to an existing facility within Railroad corridor? Yes No	
b) If Yes, name facility owner(s):	
28. Number of Manholes Handholes Pull boxes Other (describe)	
to be located within Railroad corridor. Dimensions of ancillary structures are required on drawing.	
29. Distance from manholes/handholes/pull boxes/other to nearest track:	
30. Number of: ☐ new poles ☐ ☐ existing poles to be utilized on Railroad R/W	
31. Owner of existing poles to be utilized within Railroad R/W:	
32. Distance from butt of pole(s) utilized to nearest rail of track:	
33. Underground facilities: (For the purpose of this application, Conduit or Innerduct shall mean a single duct	
or ning suitable for housing cables or wires).	
Total buried length on Railroad R/W: If power, total number circuits:	
Number of Conduit(s): Total Filled Conduit(s): Total Empty Conduit(s):	
Number of Cables or Lines in each Conduit:	
Number of Conductors in each Cable or Line:	
Encasement material: Outside diameter: (over 4", See Pipeline specs.) Wall thickness:	
Bury depth from base of rail to top of casing: feet	
Bury depth non right of way, but not beneath tracks: feet	
Bury depth below ditches: feet	
Method of installation:(Note: Directional boring is prohibited. See specs)	
Location of boring pits to adjacent track @ 90°: Launching Pit:ft., Receiving Pit:ft.	
34. Aerial facilities:	
Total aerial length on Railroad R/W: If power, total number circuits:	
Total number of CSX pole lines to be crossed:	
Type of wire supports: Size: False dead ends:	
Height of wires above top of rail at 60°f: feet Sag in Spans at 60°f:	
Height of wires above Railroad communication and signal wires at 60°f:feet	
Supplemental Fiber Optic Information (Must be Completed for Fiber Proposals):	
The state of the s	
35. Identify each intended user of the conduit/cable:	
36. Entity performing construction: ITC CONTRACTOR	
37. Number of fibers per cable: 36	٠
Railroad Use Only:	
Division Clevtern Subdivision F39/NOW No. of Crossings:	J. V
Absolute No.: / P 260 Valuation Section/Map No.: Valuation Station: P6 +5 3	P
Valuation Station: 46 75 3	- -
Milepost: CC 7/2 47 9.31	
C5X D57234	
FITCX BY BY O	
Roadmaster No.: Type: Contr. Type: Contr. Type: Fiber?	

CM 4/23/1





CORPORATE REAL ESTATE SERVICES

Project No.

GO1468

Property Name:

Ford Motor Company

Land

Date:

September 28, 1992

To:

Ava D, Thrower Records Center

Thomas Wilsonつい

Subject:

From:

Revision of Easement to Detroit Edison

Attached are papers related to a request to obtain easement rights for the relocation of a portion of the Wixom-Cody 120kv transmission line, at the request of Ford Motor Company. The existing R/W easement is granted on Ford Motor Company land in sections 6 and 7, Novi Township, City of Wixom, Oakland County, Michigan.

As a result of this easement relocation, the existing easement dated June 29, 1970 was released. An "Overhead and Underground Transmission Line Easement (Right of Way)" dated July 28, 1992 was obtained to replace the former (partially relocated) easements 1 and 2 from the 1970 agreement. An "Overhead Easement (Right of Way) No. 26871" dated July 28, 1992 was obtained to replace the former easement 3 from the 1970 agreement. A "Pipeline and Overhead Electric Transmission Line Easement" dated April 24, 1992 was obtained from CSX Transportation (formerly Chessie System) to grant land rights for a portion of the relocated 120kv line to be on railroad land.

A check to cover the processing costs related to this easement relocation in the amount of \$12,000.00 was received and forwarded to Cash Management on August 25, 1992 to be credited to Work Order No. 821AD640.

This easement was negotiated by Thomas Wilson.

Please incorporate these papers into Records Center file No. 26871.

Attachments

cc:	D. Barkley	J. A. Persley
	G. W. Flowerday	R. Snead
	D. C. Gavin	W. D. Spencer
	G, H. Hathaway	W. J. Thrasher
	•	L. J. Tolbert

E1

CSXT File No. DETED.TRJ

ORIGINAL OUT FOR RECORDING

DATE 4-27-92

This Document executed in eleven (11) original counterparts, for simultaneous recording in ten (10) counties.

Counterpart No. 11 of 11

PIPELINE AND OVERHEAD ELECTRIC TRANSMISSION LINE EASEMENT

"Grantor" is: CSX Transportation, Inc., a Virginia corporation, 500 Water Street, Jacksonville, Florida 32202.

"Grantee" is: The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226.

The "Easement" granted hereunder shall be upon, over, under, across and along, as the case may be, the railroad tracks right-of-way and property owned, controlled or operated by Grantor, its successors or assigns, for the continued use and maintenance of forty-six (46) separate occupancies for aerial and/or underground longitudinal placements, hereinafter collectively referred to as "Corridor," of certain electrical transmission and distribution wires (overhead and underground), poles, anchors, guys and appurtenant equipment associated therewith and attachments and appurtenant equipment for communication purposes and pipelines, hereinafter collectively referred to as "Facilities," as shown on Exhibits "A-1" through "A-46," attached hereto and incorporated herein, and located in the following counties within the State of Michigan:

County

Exhibit No(s).

Huron	A-36
Ingham	A-44
Monroe	A-4; A-5
Livingston	A-18; A-19; A-20; A-21
Oakland	A-9; A-10; A-12A; A-15; A-23A; A-23B; A-38; A-45
Sanilac	A-30B; A-31; A-32; A-34; A-37; A-46
St. Clair	A-16; A-27; A-28; A-29; A-30A; A-41
Tuscola	A-24; A-25; A-26
Washtenaw	A-33
Wayne	A-1; A-2; A-3; A-6; A-7; A-8; A-11; A-12B; A-13;
naj ne	A-14; A-17; A-22; A-35; A-39; A-40; A-42; A-43

- 1. Purpose: Grantor grants this Easement to Grantee and will allow Grantee to enter the Easement Area at all reasonable times, to construct, reconstruct, modify, add to, operate and maintain overhead and underground electric power transmission lines including towers, poles, wires, conduits, cables, transformers, accessories and an overhead and underground oil pipeline ("Grantee's Facility").
- 2. Grantor's Rights: Grantor reserves to itself, its successors and assigns, the paramount right to continue to occupy, possess and use the land upon which the Easement is imposed for any railroad purposes consistent with Grantor's operations and needs, including but not limited to, the right to construct, reconstruct, relocate, operate, maintain, repair, renew, replace and remove Grantor's tracks, signals, wires and other railroad facilities as now exist or which may in the future be located in, upon, over, under or across the Easement Area.
- 3. Encumbrances: This Easement Agreement is subject to all encumbrances affecting the Easement Area that precede the original license agreements upon which this Easement Agreement is based. Furthermore, Grantor may grant other encumbrances over the Easement Area for any use which does not interfere with the uses permitted to Grantee under this Easement Agreement.

4. Relocation of Grantee's Facility:

- (a) Grantor has the right to require Grantee to relocate Grantee's Facility for purposes of railroad track construction or relocation.
- (b) If Grantor exercises this right, then Grantee shall, upon Grantor's written request as soon as reasonably possible, relocate, strengthen, support or otherwise protect or modify Grantee's Facility, where located over, upon or under Grantor's land (this requested action being referred to in this Easement Agreement as a "Modification"). All construction related to any Modification shall comply with the terms of this Easement Agreement.
- (c) If land for a Modification is reasonably available within Grantor's existing right-of-way, then Grantor shall provide land for the Modification without additional compensation from Grantee. If land for the Modification is not reasonably available within Grantor's existing right-of-way, then Grantor shall acquire the additional land required at Grantor's sole cost and expense at a location acceptable to Grantee.
- (d) Grantor will pay fifty percent of Grantee's expenses for any Modification that involve moving a tower or a pole for the first time. However, the maximum cumulative amount that Grantor will pay Grantee for all Modifications that involve moving a tower or a pole for the first time will not be more than \$100,000. Nevertheless, if Grantor requires Grantee to relocate the same tower or pole more than once, then Grantor will pay all of Grantee's expenses for the second location and for all following relocations of that tower or pole.

- 5. Waiver of Grantee's Property Damage Claims: Grantee understands that railroad operations near Grantee's Facility involve some risk, and as part of the consideration for this Easement Agreement, with full knowledge and appreciation of such risk, Grantee waives any right to direct or consequential damages for any loss of or injury to Grantee's Facility caused by electrical field creation or which may result from fire or derailment arising from Grantor's rail operations. This waiver includes damages due to loss of or interference with service or use of service. This waiver includes damages due to Grantor's fault, failure or negligence, but does not include damages due to Grantor's willful misconduct.
- 6. Indemnity: Grantee assumes and releases and agrees to indemnify, protect and save Grantor harmless from and against: (i) all loss of and damage to any property (including property of the Grantor of Grantor's equipment and of all other persons and the loss of or interference with any use or service of the property), and (ii) all loss and damage on account of injury to or death of any person (including employees and patrons of the parties to this Easement Agreement and all other persons) and (iii) all claims and liability for such loss and damage and cost and expenses of the claims, caused by or growing out of the operation of this Easement Agreement or the presence, construction, maintenance, use, repair, change or relocation and subsequent removal of all or any part of Grantee's Facility. However, this indemnity does not apply to damages caused solely by Grantor's fault, failure or negligence.

7. Construction and Maintenance:

- (a) Grantee will construct and maintain Grantee's Facility in the Easement Area at its sole expense.
- (b) Grantor may inspect Grantee's Facility during any construction or maintenance work.
- (c) Except for emergency repairs, Grantee must submit detailed plans to a person designated by Grantor and obtain Grantor's written approval before Grantee revises, replaces, relocates, adds to, alters or performs any Modification to Grantee's Facility. Grantor shall not unreasonably withhold this approval. The terms of this Easement Agreement shall apply to the revision.
- (d) Grantor has the right to place flaggers, watchers or inspectors if Grantor believes they are required to protect Grantor's operations or property, or its employees, patrons or licensees, during the installation, maintenance, repair, alteration, renewal, relocation, replacement or removal of Grantee's Facility. Grantee agrees to bear and to promptly reimburse Grantor on demand for the full cost, risk and expense of flaggers, watchers or inspectors. Grantee, with Grantor's consent, may furnish flaggers, watchers or inspectors. However, Grantor's failure to furnish flaggers, watchers or inspectors shall not release Grantee from any liability under this Easement Agreement.

8. Additional Easements:

- (a) Grantee may buy additional easements as addendums to this Easement Agreement. Grantee will pay Grantor a preparation fee and a negotiated lumpsum easement fee.
- (b) The lump-sum easement fee is to be mutually agreed to"). The lumpsum easement fee for longitudinals is to be mutually agreed to. However, if Grantor and Grantee agree on all other terms except the easement fee, then the easement fee will be determined as follows: Both Grantor and Grantee will each select their own independent M.A.I. appraiser, and these two appraisers will then select a third M.A.I. appraiser. After all three appraisers have independently appraised the Easement, the two appraisals that are closest together will be averaged to obtain the easement fee.
- (c) Grantee shall provide, or require any contractor(s) which Grantee (c) Grantee shall provide, or require any construction, repair, replacement or a employs for any new construction or reconstruction, repair, replacement or a employs for any new construction or reconstruction, repair, replacement or a employed for any new construction or reconstruction. removal of Grantee's Facilities in all Easements to procure, and maintain during the course of such work, at Grantee's or the contractor(s) sole cost and expense, a Commercial General Liability (CGL) Insurance policy naming Grantee as an additional insured covering liability assumed by Grantee under this Easement Agreement. A coverage limit of not less than THREE MILLION DOLLARS (\$3,000,000) Combined Single Limit per occurrence for bodily injury liability and property damage liability is recommended as a prudent limit to If said CGL policy does not protect Grantee's assumed obligations. automatically cover contractual liability during periods of survey, installation, repair, maintenance, replacement, renewal or removal, Grantee or Grantee's contractor must buy a specific endorsement adding the coverage. If said CGL policy is written on a "claims made" basis instead of any "occurrence" basis, Grantee must arrange to or require its contractor to arrange for adequate time for reporting losses. Securing insurance will not limit Grantee's liability under, but shall be additional security for, this Grantor may, at any time before the beginning of Easement Agreement. construction (reconstruction, repair or replacement) on the Easement Area request evidence of insurance purchased to comply with this requirement, and may demand that Grantee or Grantee's contractor buy insurance deemed adequate by Grantor, but not greater than the insurance limits recommended in this Easement Agreement.
- Tree Trimming: Grantee shall be responsible for trimming all trees, brush and shrubs which may interfere with the operation of Grantee's Facility.

10. Inductive Interference:

(a) This Agreement applies solely to inductive interference between Grantee's Facility and Grantor's railroad track(s), structures, power lines or poles, train control system, communication, signal or other wires, electrical or electronic apparatus within the Easement Area ("Grantor's Equipment").

- (b) Grantee at its own expense will at all times maintain, in the electrical system in which Grantee's Facility is a part, the general coordinative methods which are applicable to supply circuits and their equipment as specified in the current edition and future amendments of the Association of American Railroads and Edison Electric Institute's "Principles and Practices for Inductive Coordination of Electric Supply and Communications Systems."
- (c) If these general coordinative methods are not sufficient to avoid inductive interference by Grantee, Grantor shall cooperate with Grantee to determine what specific coordinative methods providing the best engineering solutions may be required. Any specific methods so determined that are put into effect shall be at Grantee's expense, irrespective of whether the methods are applied to the supply, communication or signal circuits.
- (d) This Agreement does not require methods be applied to preclude occasional disruption to Grantor's Equipment from events such as power system faults. Nevertheless, Grantee is responsible for the cost of repairing damage to Grantor's Equipment caused by these events.
- 11. Compliance with Laws: Grantee shall comply with the National Electrical Safety Code and all statutes, regulations, orders, directives, ordinances and similar promulgations of law applicable to its use of Grantee's Facility and shall assume all cost, expenses and responsibility for the use of Grantee's Facility.
- 12. Condemnation: If Grantee's right to any part of the Easement Area is challenged on the grounds that Grantor did not have sufficient interest in that part, Grantor consents to Grantee's acquisition of the challenged parts or interest by condemnation. The terms of this Easement Agreement apply to any such after-acquired property.
- 13. Abandonment: If Grantee abandons any part of the Easement Area, Grantee will remove Grantee's Facility from the abandoned part, restore the abandoned part as nearly as possible to its original condition and give Grantor a written, recordable document reconveying to Grantor the abandoned part of the Easement Area.
- 14. Notices: All notices or other communications concerning this Easement Agreement shall be sent to Grantee's Director of Corporate Real Estate Services, 2000 Second Avenue, Room 2310 WCB, Detroit, Michigan 48226, and to Grantor's Division Manager, 12780 Levan Road, Livonia, Michigan 48150, or to any other address Grantor or Grantee may designate in writing to the other.
- 15. Applicable Law: This Easement Agreement shall be governed and construed by Michigan law.
- 16. Severability of Agreement: If any part of this Easement Agreement is held invalid, the rest of the Easement Agreement shall remain in full effect.

RECORDED BLUETT OF HAY NO. O

- 17. Successors and Assigns: This Easement Agreement runs with the land and binds and benefits the successors and assigns of Grantor and Grantae.
- 18. **Headings:** Headings are used in this Easement Agreement for convenience only and shall not be used to interpret the terms of the Easement Agreement.
- 19. **Drafting:** Although this Easement Agreement is drafted by Grantee, the terms of the Easement Agreement were jointly negotiated by Grantor and Grantee. Therefore, if any dispute arises involving the Easement Agreement, the Easement Agreement shall not be construed most stonrgly against the drafter.

Attest_

Witnessed by:

CSX TRANSPORTATION, INC.:

Robert Wheelow

Witnessed by:

THOMAS WILSON

Pearl E. Kotter

THE DETROIT EDISON COMPANY:

Paul W. Potter, Director (Corporate Real Estate)

Hin wil

---- Forence Assistant Sucile

Mesistant Secretary

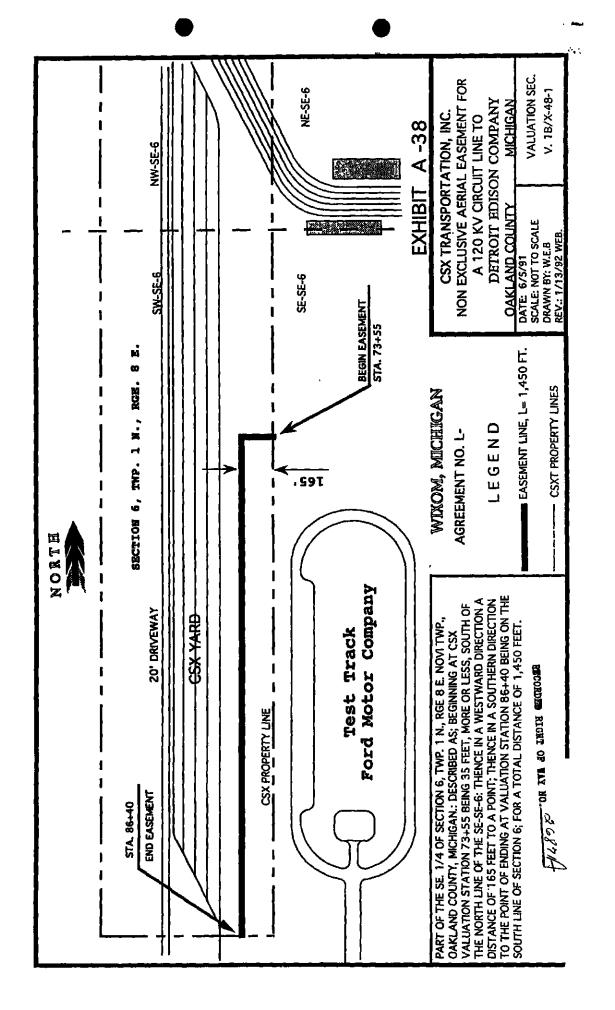
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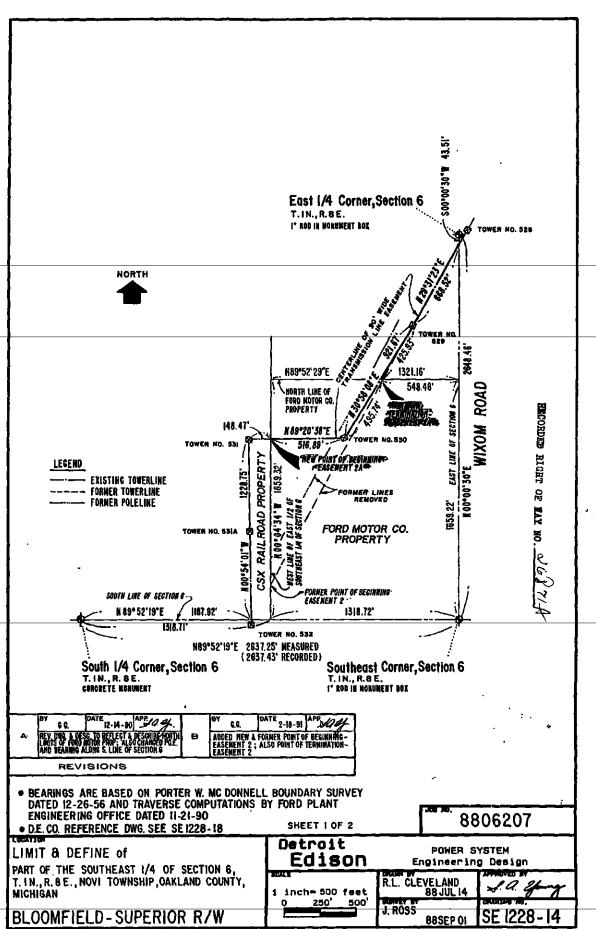
(SEAL)

1992, by	_, and, the
heassistant booretary	of GSX Transportation, Inc.,
irginia corporation, for the corpora	ation.
ROBERT L. WHE TO FLORIDA ROBERT L. WHE TO FLORIDA Stamp: My commission suchos Osc. 7 1999 Commission No. A A 7 3 0 5 1 0 Sanded thre Petterson-Secret Agency	Notary's Shutt Chealton
•	46 4
cknowledged before me in Wayne Coun	
	, the
991, by Paul W. Potter	and Elaine M. Godfrey
991, by Paul W. Potter Director-Corporate Real Estate	
Paul W. Potter Director-Corporate Real Estate	of GSX Transportation, Inc.,

2000-2nd Avenue

Petroit, Michigan 48261





NWW 075

TRANSMISSION LINE EASEMENT

EASEMENT 2A

A 90 foot wide transmission line easement across the Southeast 1/4 of Section 6, Town 1 North, Range 8 East, City of Wixom (formerly Novi Township), Oakland County, Michigan.

Described by its centerline as:

Beginning at a point on the West line of the East 1/2 of the Southeast 1/4 of said Section 6 distant North 89°52'18" East 1187.92 feet along the South line of said Section 6 and North 00°54'01" West 1228.75 feet and North 89°20'38" East 148.47 feet from the South 1/4 corner of said Section 6, said point also being on the westerly line of the Ford Motor Company property;

Thence North 89020'38" East 516.89 feet;

Thence North 30°58'08" East 495.74 feet to a point on the North Line of the Ford Motor Company property and the point of termination of this easement description.

Subject to all easements and restrictions of record, if any.

RECORDED RIGHT OF WAY NO. 206871

Jan Dang

SHEET 2 of 2

REVISION B 2-18-9

8806207

LIMIT AND DEFINE OF PART OF THE SOUTHEAST 1/4 OF SECTION 6, TIN, R8E, NOVI TOWNSHIP, OAKLAND COUNTY, MICHIGAN

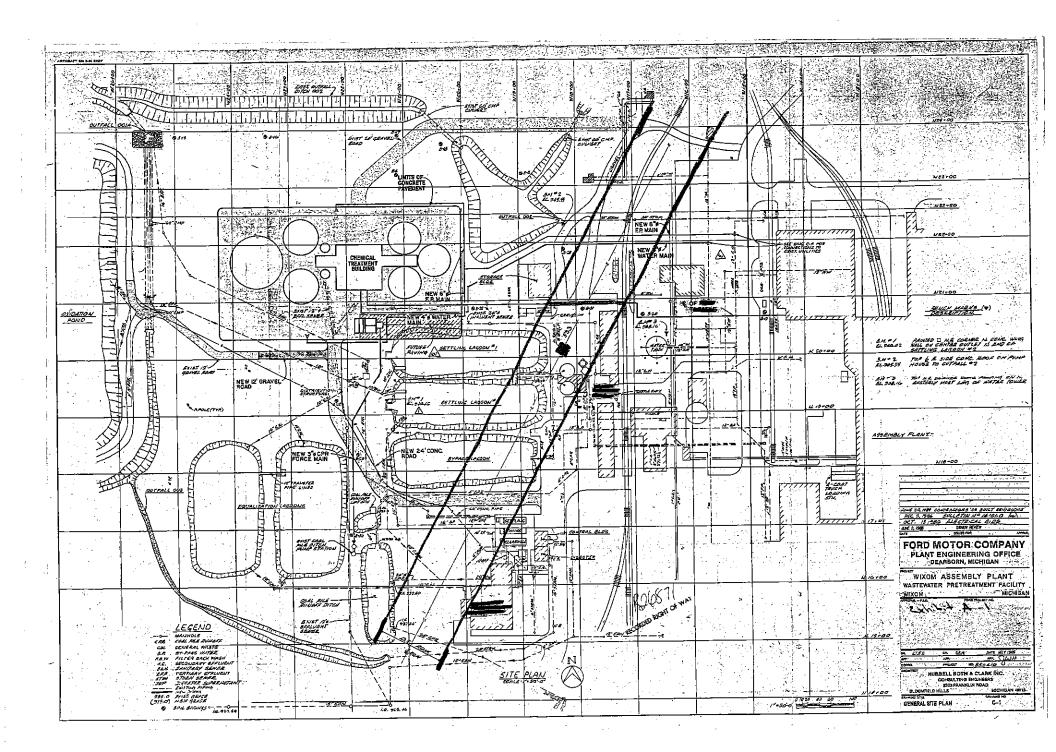
BLOOMFIELD - SUPERIOR R/W

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OPERATIONS RESOURCES

1 inch- feet

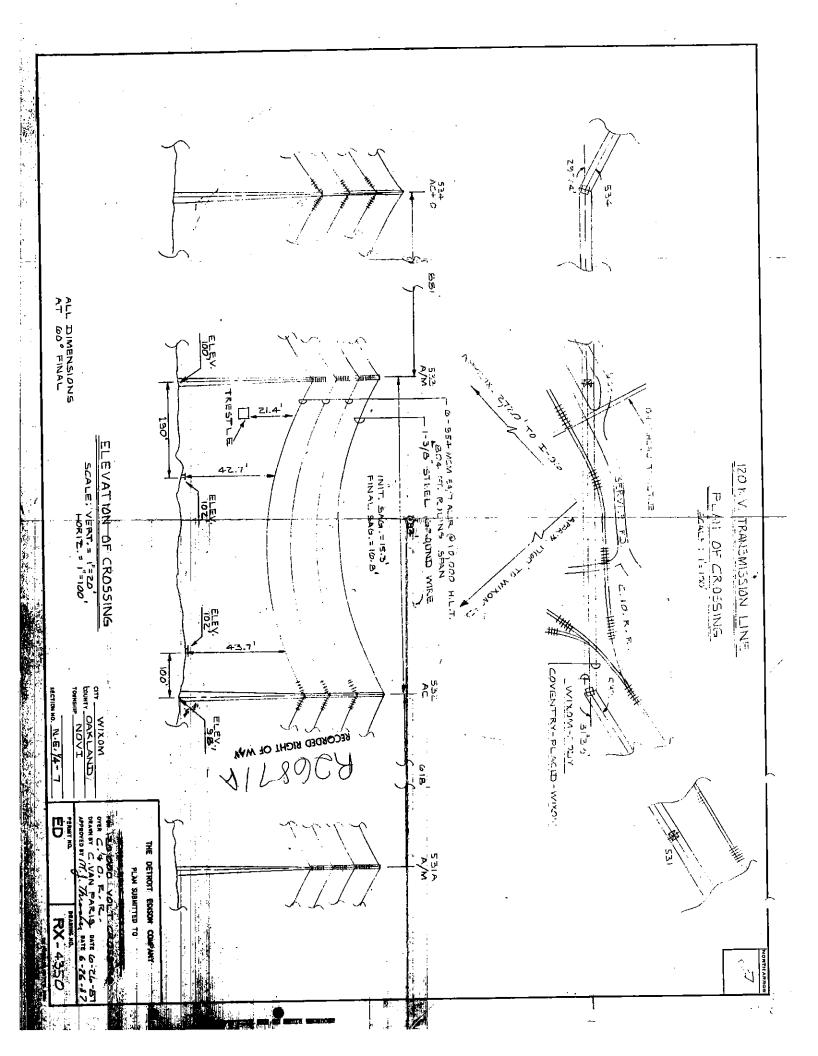
| J. Ross | SE 1228-14

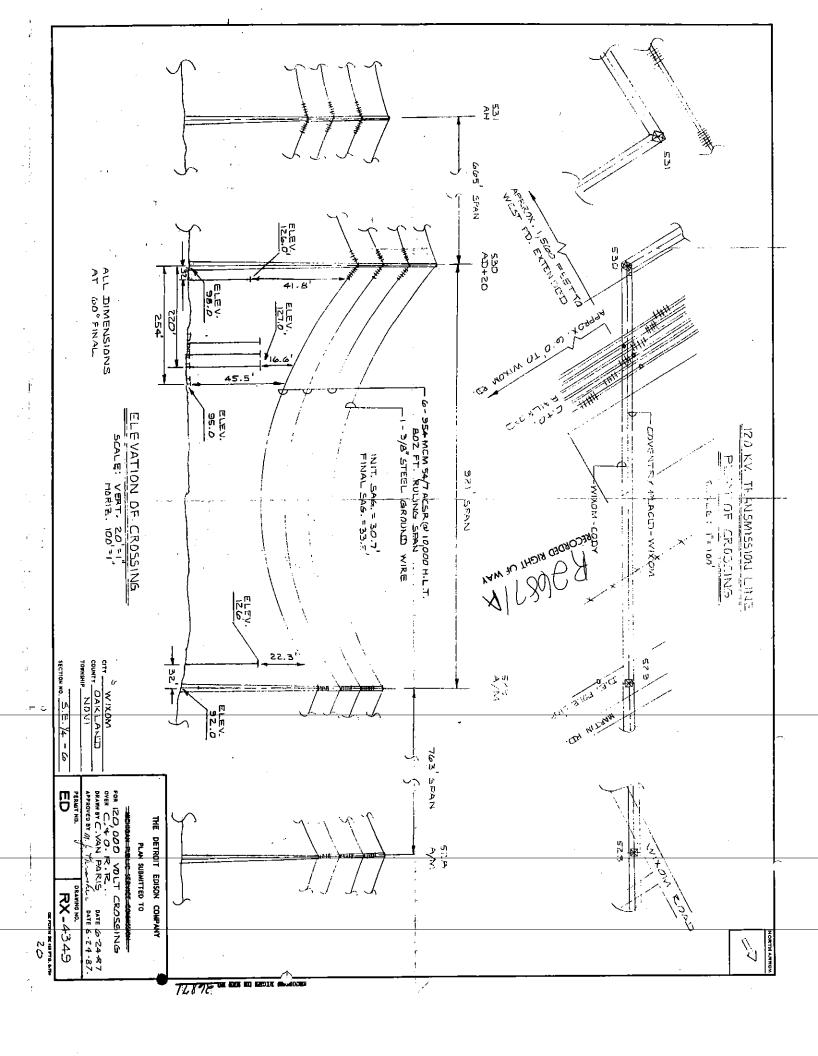




PLEASE SECURE RIGHT OF WAY AS FOLLOWS

	DATE APRIL 1, 1987
LOCATION Near Wixom Pole Yard	APPLICATION NO. TL-258
Wixom-Cody 120 kV Line	DEPT. ORDER NO
CITY OR VILLAGE CITY OF WIXOM	O F W NO
TOWNSHIP Novi COUNTY Oakland	BUDGET ITEM NO
DATE BY WHICH RIGHT OF WAY IS WANTED April 30, 1987	INQUIRY NO.
THIS R/W IS % OF TOTAL PROJECT NO ACCUM	
NOTE: Identify on print or sketch the subdivisions as to section location and liber and	page.
KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED New easement on Ches	ssie System property, 90 ft. wide
approximately 2,000 ft. in length for the construction	ğ
circuit transmission line plus 30 ft. of tree rights	
3~16~87.	on each side. See sketch filli.
FURPOSE OF RIGHT OF WAY For relocating portion of Wixom-Cody	_
request of Ford Motor Company.	X X
Teques of total motor on party.	ž.
	2
1 1	lower 8
signed Jason Howel	rowe,
518 G.O. U	Power System Organization
REPORT OF REAL ESTATE AND RIGHTS	OF WAY DEPT
	
PERMITS IN GENERAL FILES R/W DEPT. FILE	GRANTOR
NO OF PERMITS NO OF STRUCTURES NO OF	OF MILES PERMITS TO MBT
DATE SIGNED	





CORPORATE REAL ESTATE SERVICES

Job Project No.:

Railroad Project No.: Project Identification: B03667

RX4350

Date:

January 28, 1992

To:

Records Center

From:

Thomas Wilson

Subject:

Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated December 4, 1991, to CSX Transportation to construct the above mentioned crossing in NE 1/4 of Section 7, Novi Township, City of Wixom, Oakland County, Michigan.

Transmission and Technical Services is hereby notified to construct the crossing as requested. Note: all work associated with aerial crossings of railroad tracks require advanced notice to the operating railroad.

Please incorporate these papers into Record Center File 26871.

Attachments

cc: C. F. Van Paris

A-1

Serving Customers

West all a part of its

• Complete items 3, and 4e & b. • Print your name and address on the reverse of this form so the truth this care to you. • Attach this form to the front of the meliplece, or on the beddens not permit. • Write "Return Receipt Requested" on the meliplece below the end to the detect of delivery. 3. Article Addressed to: Mr. J. R. Kyrner Druston brighter CX X Trans portation 12180 Levan Rd. Livona, MI 48150	tif space 1. Addressee's Address ritcis number. 2. Restricted Delivery Consult postmaster for fae. 4s. Article Number POJIGN 974 4b. Service Type Registered Receipt for Merchandise 7. Date of Delivery
5. Signature (Addressee) 6. Signature (Agent) 7. Now The Constitution of the Constitut	8. Addressee's Address (Only if requested and fee is paid)

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RECEIPT FOR CERTIFIED IN INSURANCE COPENCE PROVIDED NOT DOS INTERNATIONAL KALL	11 J. P. 10	NA SA	2 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	1	Feg	Special Delivery Fee	Restricted Detivery Fee	Return Receipt showing to whom and Date Delivered	Return Receipt showing to whom. Date and Address of Delivery	TOTAL Postage and Fees	or Date	15-2-61	
REC	Sent to	Street and No	POS	Postage	Certified Fea	Special (Restricte	Return A lo whom	Return R Date and	TOTAL P	Postmarn or Date		
>								S	96L 8	unr '	0080	Form.	<u> </u>

RECORDED RIGHT ON MER NO. 26871

December 4, 1991

Mr. J. R. Rymer Division Engineer CSX Transportation 12780 Levan Road Livonia, MI 48150

Re: Wire Crossing Notification

Dear Mr. Rymer:

This letter is your second notice of the construction of an overhead wire crossing over your railroad tracks within land owned by the Ford Motor Company, by The Detroit Edison Company, in the NE 1/4 of Section 7, Novi Township, City of Wixom, Oakland County, Michigan.

- Location: Approximately 1,760 feet west of Wixom Road and 2,720 feet north of I-96.
- Detroit Edison Project and Crossing Nos.: B03667, RX4350, Record Center File No. 26871.
- This is a new crossing.
- 4. Please indicate your:
 - R.R. Valuation Station No.
 - R.R. Mile Post No.
 - Will a Flagman or Inspection be required?

All construction will be done in accordance with specification of the Michigan Public Service Commission and all applicable codes and laws.

In the event you do not acknowledge receipt of this letter within 45 days of the above date, we will assume our plans meet your approval.

Please contact me on (313)237-8314 if you have any questions.

Spincerely,

Thomas Wilson

Real Estate Associate

Room 2310 WCB

cc: C. F. Van Paris Attachments B12

Certified Mail Return Receipt Requested DE RICES OF MAN TO 26871H



APPLICATION FOR WIRE OR CABLE LINE CROSSING UNDER/OVER PROFERTIES AND TRACK
ans for proposed installation shall be submitted to and meet the approval of the Railroad
my before construction is begun. Material and installation are to be in strict accordance
specifications of National Electrical Safety Code, current edition, and requirements of
and System Railroad. Original and twelve (12) copies of this form shall be submitted,
manied by twelve (12) lettersize prints of a drawing showing plan, elevation section of
ing from field survey, location in respect to milepost, width of Railroad's right of way, and
ion of adjacent structures affecting crossing.

,,	Tel.:(313) 237-8316
Correct name of applicant Detroit Edison	
Post Office Address 2000 Second Avenue City 6	State Vetroit, MI Zip 40220
Partnership - name and initials all partners, women - ;	Siven and anivames before mairiage
and present	Vieling Detroit
If incorporated, name of state in which incorporated !	Michigan Final Cipality Decioit
Proposedline crossing will be loc	eated between
Proposed line crossing will be located (Railroad Stations) for	eetof MP Novs
Angle between center line of right of way and wire line	e vill be 60 degrees.
Number of Railroad Company's tracks to be crossed 6	Number of pole lines crossed_2
Alternating current Yes Voltage 120,000 No. Phase	es 3 Hertz 60
Direct current Voltage Amperes Height of wires above top of rail at 60° F 42.7 Feet	,
Weight of wires shove ton of rail at 60° F 42.7 Feet	Sag in Spans at 60° F16.8
Height of wires above Railroad communication and signa	l vires at 60° F Ft
Maximum voltage 120,000 Maximum current 1,800 Maximum fault to ground current Height of wire	cupports shows ground level 89 Ft.
Maximum fault to ground current	Supports above Broads asset
Haterial (encasement)	
Outside diameter	
Wall thickness	•
Total length within RR right of way 0	
Bury: Base of rail to top of casing	,
Bury: Not beneath tracks	
Bury: Roadway ditches Conductors - (a) Number 6 (b) AWG gauge 954 MCM (c	Neterial ACSR
Conductors - (a) Number o (b) was Banks 304 How	-1 F-4-
Type of wire supports Size False De. Number of poles to be located on Railroad Company's r	RG EUGS
Number of poles to be located on Mailroad Company S : Distance from butt of pole to nearest rail of main tr	eck Feer 100
Distance from butt of pole to nearest rail of sidetra	ck Feet
If additional wire line attachments or revisions are	to be made to existing crossing,
If additional wire line attachments of tevisions are	
please advise date of agreement. Will line exclusively serve parton of Railroad? No N	lame:
	TO RELITORY COMPANY & C. C.
anywhere? Give approximate separation from our	signal and telephone wires:
Will line be located in public road right of way? No	If so, give name and road
Alli fine of located in bubits tone salue on ways	
number	directly
pplication is approved, applicant agrees to reimburse	the Railroad for any costlincurred
the Railroad incident to installation, maintenance, and further agrees to assume all liabilities.	ity for accidents or injuries which
as)a(result of this installation.	
	4 / 70
July 13, 1987 - Signature and Title	
Signature and Title	of Officer Signing Application

ROBERT R. TEWKSBURY, DIRECTOR REAL ESTATE AND RIGHTS OF WAY RECORDED RICET ON VIR NO. O. C.

DATA SHEET TO ACCOMPANY DRAWING EX-4350

Name of Company:

The Detroit Edison Company

Name and Location of Crossing:

Crossing of the Wixom-Cody and the Coventry-Placid-Wixom 120 kV transmission lines over the C&O Railroad located approximately 1,760 feet west of Wixom Road and 2,720 feet north of I-96, City of Wixom. Northeast 1/4 of Section 7, Novi Township, Oakland County, Michigan.

Circuits:

Two 120,000 volt, 60-cycle, 3-phase transmission.

Towers and Crossarms:

See attached drawing T-7618 (AC) and T-2056 (A/M).

Conductors:

6-954 MCM 54/7 ACSR and one 3/8" steel ground wire.

Insulators:

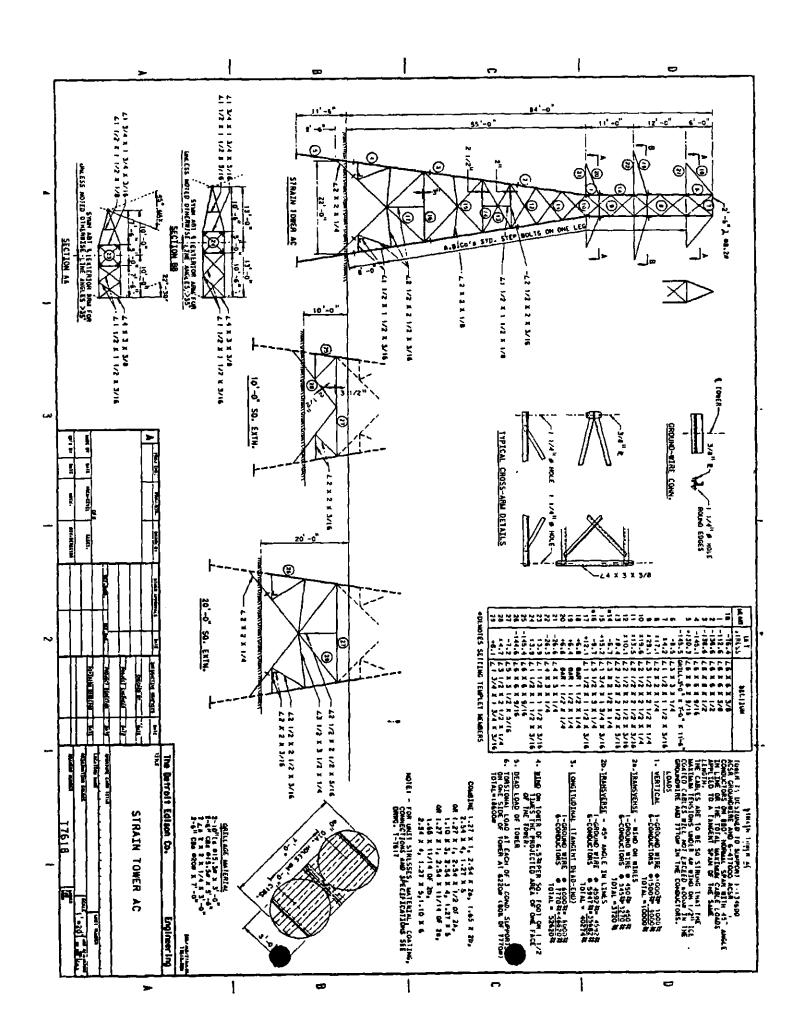
Deadend: 9 insulators 5-3/4" x 10". Suspension: 8 insulators 5-3/4" x 10".

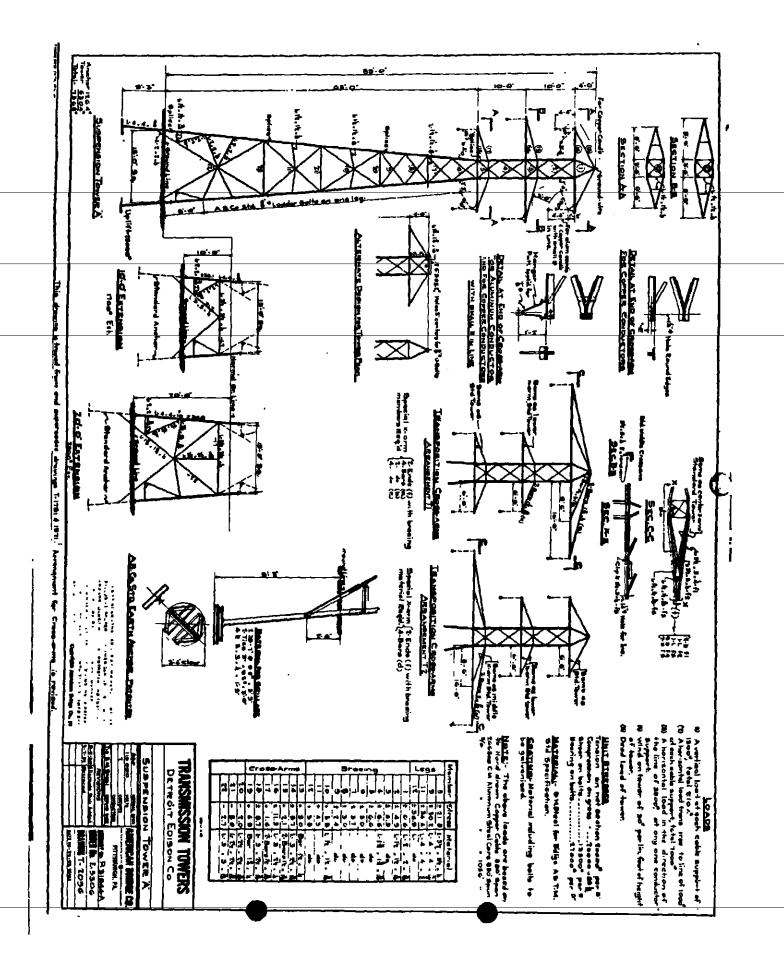
Guy and Guy Attachments:

None.

Suspension and Deadend Details:

See attached drawing ED1-7430.





CENERAL ENGINE DEPARTMENT

CENERAL ENGINEERING DEPARTMENT

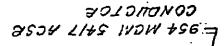
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Ed	ison

CORPORATE REAL ESTATE SERVICES

Job Project No.:

Railroad Project No.: Project Identification: B03669

RX4349

Date:

January 28, 1992

To:

Records Center

From:

Thomas Wilson ⊃ ω

Subject:

Wire Crossing of Railroad Tracks

Attached are papers related to the notification, dated December 4, 1991, to CSX Transportation to construct the above mentioned crossing in SE 1/4 of Section 6, Novi Township, City of Wixom, Oakland County, Michigan.

Transmission and Technical Services is hereby notified to construct the crossing as requested. Note: all work associated with aerial crossings of railroad tracks require advanced notice to the operating railroad.

Please incorporate these papers into Record Center File 26871.

Attachments

cc: C. F. Van Paris

A-1

Serving Customers



\$ \$	<u>.</u>
SENDER: Complete items 1 and/or 2.for additional services. Complete items 3, and 4s & b. Print your name and address on the reverse of this form so that we return this card to you. Attach this form to the front of the maliplace, or on the back if an does not permit. Write "Return Receipt Requested" on the meliplace below the article. The Return Receipt Tea will provide you the signature of the persond.	1. Addresses's Address
to and the date of delivery. 3. Article Addressed to: Mr. J. R. Rymer Division Engineer CSX Transportation 12780 Levan Rd.	Consult postmaster for fee. a. Article Number POD 66875 b. Service Type Registered Insured Certifled COD Express Mail Return Receipt for Merchandise
5. Signature (Addressee) 8 6. Signature (Agent)	Addressee's Address (Qnly if requested and fee is paid)

MAIL BUTTON ASSESSED ASSESSEDA
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SECONDER RICES OF TAN NO. 26871A

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Detroit Edison 2000 Second Avenue Detroit Vicinigan 48226 (313) 237-8000

December 4, 1991

Mr. J. R. Rymer Division Engineer CSX Transportation 12780 Levan Road Livonia, MI 48150

Re: Wire Crossing Notification

Dear Mr. Rymer:

This letter is your notice of the construction of an overhead wire crossing over your railroad tracks within land owned by the Ford Motor Company, by The Detroit Edison Company, in the SE 1/4 of Section 6, Novi Township, City of Wixom, Oakland County, Michigan.

- Location: Approximately 620 feet west of Wixom Road and 1,560 feet north of West Road extended.
- Detroit Edison Project and Crossing Nos.: B03669, RX4349, Record Center File No. 26871.
- This is a new crossing.
- 4. Please indicate your:
 - R.R. Valuation Station No.
 - R.R. Mile Post No.
 - Will a Flagman or Inspection be required?

All construction will be done in accordance with specification of the Michigan Public Service Commission and all applicable codes and laws.

In the event you do not acknowledge receipt of this letter within 45 days of the above date, we will assume our plans meet your approval.

Please contact me on (313)237-8314 if you have any questions.

Sincerely,

Thomas Wilson

Real Estate Associate

Room 2310 WCB

cc: C. F. Van Paris Attachments B12

Certified Mail Return Receipt Requested

DATA SHEET TO ACCOMPANY DRAWING RX-4349

Name of Company:

The Detroit Edison Company

Name and Location of Crossing:

Crossing of the Wixom-Cody and the Coventry-Placid-Wixom 120 kV transmission lines over the C&O Railroad located approximately 620 feet west of Wixom Road and 1,560 feet north of West Road extended. Southeast 1/4, Section 6, Novi Township, City of Wixom, Oakland County, Michigan.

Circuits:

Two 120,000 volt, 60-cycle, 3-phase transmission.

Towers and Crossarms:

See attached drawing T-2056 (A/M) and T-8414 (AD).

Conductors:

6-954 MCM 54/7 ACSR and one 3/8" steel ground wire.

Insulators:

Deadend: 9 insulators 5-3/4" x 10". Suspension: 8 insulators 5-3/4" x 10".

Guy and Guy Attachments:

None.

Suspension and Deadend Details:

See attached drawing ED1-7430.

ABCORDER RIGHT ON WEST BOUNDED BY

APPLICATION FOR WIRE OR CABLE LINE CROSSING UNDER/OVER PROPERTIES AND TRACK Plans for proposed installation shall be submitted to and meet the approval of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of National Electrical Safety Code, current edition, and requirements of Seaboard System Railroad. Original and twelve (12) copies of this form shall be submitted, accompanied by twelve (12) lettersize prints of a drawing showing plan, elevation section of crossing from field survey, location in respect to milepost, width of Railroad's right of way, and location of adjacent structures affecting crossing.

1.	Correct name of applicant Detroit Edison_	Tel.:(313) 2	37-8314
2.	Correct name of applicant Detroit Edison Post Office Address 2000 Second Avenue	City & State Detroit MI	Zip 48226
3.	Partnership - name and initials all partners	, women - given and surnames before	marriage
4.	and present	rporated Michigan Municipality	Detroit
5.	Proposedline crossing	will be located between	<u></u>
•	Proposed line crossing and (Railroad Stations)	feetof MP No	V5
6.	Angle between center line of right of way ar	d wire line will be 60 degrees.	
7.	Number of Railroad Company's tracks to be co	cossed 6 . Number of pole lines co	coased 3 .
8.	Alternating current Yes Voltage 120,00	O_No. Phases 3 Hertz 60	•
9.	Direct current No VoltageAmper	:es	
0.	Height of wires above top of rail at 60° F4 Height of wires above Railroad communication		
2.	Maximum voltage 120,000 Maximum current 182	0_	
 3.	Maximum fault to ground current . Heigh	of wire supports above ground leve	1 <u>75 Feet</u> a
4.	Material (encasement)		60 Feet
Š.	Outside diameter		
5.	Wall thickness	_ _	
7.	Total length within RR right of way 170 Fee	<u>t</u>	
В.	Bury: Base of rail to top of casing		
9.	Bury: Not beneath tracks		i
Ó.	Bury: Roadway ditches		-
1.	Bury: Roadway ditches	954 MCM (c) Material ACSR	
Ž.	Type of wire supports Size	False Dead Ends	
3.	Number of poles to be located on Mallicad C	ombana a tight or max	,
ن .	Distance from butt of noie to mearest Tail	of main track Feet	
5.	Distance from butt of pole to pearest rail	of sidetrack FeetI <u>ZU</u>	ee(nv.
_	TE additional wire line attachments of TEV1	cio grificixe of spam ed of existing cio	
	please advise date of agreement,		
17 -	please advise date of agreement. Will line exclusively serve parton of Rails	oad?Name:	cks
8.	- Uill phis liss the betallel of approximatel	A DELETIES OF SETTINGS ASSESSED A	
•	anywhere? Give approximate separation	from our signal and telephone wires	incurred ted by
29.	Will line be located in public road right of	way?If so, give name and ro	ad
by his	number	PAUCE BUCIOL BUDGELATORU NECESSEES	incurred ted by tes which
Dat	Signature	and Title of Officer Signing Applic.	stion

APPLICATION FOR WIRE OR CABLE LINE PARALLELISMS OF PERPERTIES AND TRACK

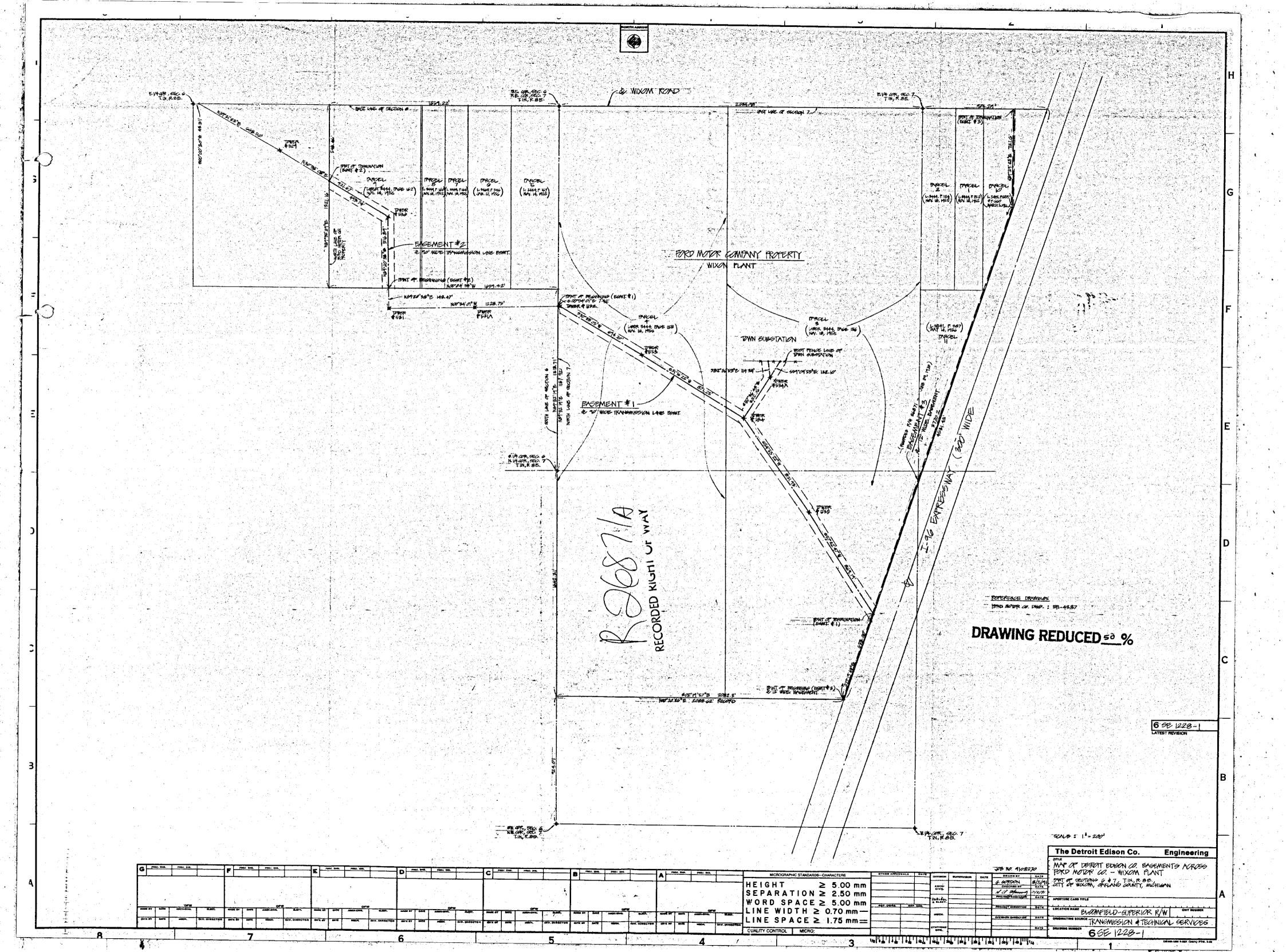
Plans for proposed installation shall be submitted to and meet the approval of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of National Electrical Safety Code, current edition, and requirements of CSX Transportation. Original and nine (9) copies of this form shall be submitted, accompanied by ten (10) lettersize prints of a drawing showing plan, elevation section of parallelism from field survey, location in respect to milepost, width of Railroad's right of way, and location of adjacent structures affecting parallelism.

	· ·
1.	Complete Legal Name of Applicant Detroit Edison Company
2.	Telephone: (313) 237-8956
з.	Post Office Address City Detroit State MI Zip 48226
4.	Partnership - name and initials all partners, women - given and surnames before marriage
_	and present N/A If incorporated, name of state in which incorporated Michigan Municipality Detroit
5.	Proposed transmission line parallelism will be located at Wixom, Michigan
6.	Lincoln Lead (municipalities), beginning 2069 feet from Milepost 1.0
	VS 1B-X48-1 and ending 3354 feet from Milepost 1.0 VS 1B-X48-1.
	Proposed parallelism will be a: Transmission X Distribution Service line.
7.	Alternating current X Voltage 120,000 No. of phases 3 Hertz 60
8.	
9.	Direct current N/A Amperes N/A Volts N/A Maximum voltage 120,000 Maximum current 1820 Maximum fault current to ground 25,300
10.	Height of wire supports above ground level 55 feet. Sag in spans at 60° F
11.	Height of wire supports above ground level 33 feet. Sag in spans at 60° 42
12.	Length of spans 610 feet. Sag in spans at 60° 42 Number of wires 7 size 954 MCM number of circuits 2
13.	Gauge number (B.&S. Copper, B.W.G. Iron, A.W.G.) N/A
14.	Material of sires (Type, hard or soft drawn) ACSR
15.	
16.	Solid Stranded X 54/7 Type of wire supports Trans Tower Bare X Insulated Size of wire supports Insul Support
17.	Bare X Insulated Size of wire supports Insul Support Attach prints or detailed description of towers Dwg. No. E04-9654, CSX Dwg. S-2-18-25
18.	If wood poles are to be used, give kind of timber N/A size of
19.	top N/A inches in circumference. Size of butt N/A inches in circumference.
20	top N/A inches in circumference. Size of butt N/A inches in circumference. Number of poles to be located on Railroad Company's right of way
20.	
21.	Distance from butt of pole to pearest rail of sidetrack 80 feet
23.	Material (Encasement) N/A
24.	Outside diameter N/A Wall thickness N/A
25.	Outside diameter N/A Wall thickness N/A Total length within RR right of way 1450 L.F. Bury: Base of rail to top of casing N/A Bury: Not beneath tracks N/A Bury: Roadway ditches N/A If additional wire line attachments or revisions are to be made to existing parallelism,
26.	Bury: Base of rail to top of casing N/A
27.	Bury: Not beneath tracks N/A
28.	Bury: Roadway ditches N/A
29.	If additional wire line attachments or revisions are to be made to existing parallelism,
_,.	please advise date of agreement N/A
30.	Will line exclusively serve patron of Railroad? No Name: N/A
31.	Give approximate separation from our signal and telephone wires in relation to proposed
	parallelism N/A
32.	If line will be parallel to a public road right of way, show name, road number and right
	of way on print.
If a	application is approved, applicant agrees to reimburse the Railroad for any cost directly
100	urred by the Railroad incident to installation, or maintenance, of this equipment, and further
agr	ees to assume all liability for accidents or injuries which directly arise as the sole result
	this installation.
	5/12/87 for
Dat	e Signature and Title of Offider Signing Application
	TO Tewkshurd, Director, Real Estate and Rights Of Way, 242 3 227 2200
Ple	ase print or type:

Name

Title

Telephone



R26871X