

# Detroit Edison



## ENERGY DELIVERY

Location Project No.:	BWA0001099
Project No.	BWA0001099
OCCPT/RX No.:	RX4550
RFW No.	270103

Date: January 31, 2001

To: Phillip Martin, Record Center  
2310 WCB

From: Tom Wilson, SR/WA *TW*  
Redford Service Center

Subject: Overhead Crossing of Railroad Land

Attached are papers related to a new license agreement between Detroit Edison and CSX Transportation, Inc.. CSX was notified of the proposed project in a letter dated November 22, 2000. The right of way is, in the SW ¼ of Section 27, City of Livonia, Livonia Township, Wayne County, Michigan.

This agreement was required for the construction of an overhead tower line (tower drop into Ottawa Substation).

The agreement dated January 31, 2001, required a \$350.00 processing fee, a \$150.00 insurance fee, plus a one time payment of \$7,600.00. The payment of these amounts were sent to CSX on December 18, 2000 and February 21, 2001. The expense was charged against MIK Standard Activity 001230, Resource 122, Source E0352, User E0370 and Sub project E000270103.

SOP, is hereby notified to do the requested work. **Note: All construction work associated with crossings of or near railroad tracks requires that you notify the operating railroad as to the actual date of construction, in advance of any work.**

The agreement dated January 31, 2001 provides a new license.

Please incorporate these papers into a new railroad recorded Records Center File and please tell me what the new file number is.

### Attachments

cc: George H. Hathaway  
Ann Meeker (662 GO)

RECORDED R/W FILE NO. 66617

Railroad Name <b>CSX Railroad</b>				R.F.W. Number <b>270103</b>	
Row No. (information on existing rights of way available from Record Center)		New or existing RX No. <b>RX4550</b>		Encroachment (Length in Feet)	
Location City/Township(s) <b>LIVONIA</b>		Town(s) <b>T-</b>	Range(s) <b>R-</b>	Country(s) <b>WAYNE</b>	1/4 Section(2) <b>S.W.</b>
Section(s) <b>27</b>					
Location Description of Encroachment <b>1735' E. OF FARMINGTON RD. 534' S. OF GLENDALE</b>					

Check appropriate box

- Crosses tracks within the public road right-of-way
  Crosses railroad land
  is longitudinally on or over railroad land.
  Provides service to the railroad

**Facility Data (also detailed on attached drawings)**

Nature of required tree rights

Existing State Permit No.	Date	Railroad Mile Post (Number) <b>20</b>	Distance to Crossing Mile Post (in feet) <b>2,585</b> ft.
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**Existing**

**Proposed**

Type of Structure

- Wood
  Steel

Type of Structure

- Wood
  Steel

Conductors				Poles/Towers			Conductors				Poles/Towers		
Span	No/Size	Kind	Voltage	Loc.	Height	Class	Span	No/Size	Kind	Voltage	Loc.	Height	Class
	N.A.	N.A.	N.A.				141'	954	ACSR	120KV	5664		
											H-Frm		
							164'	954	ACSR	120KV	5664		
											H-Frm		

Explanation of Line Changes (continue on separate sheet if necessary)

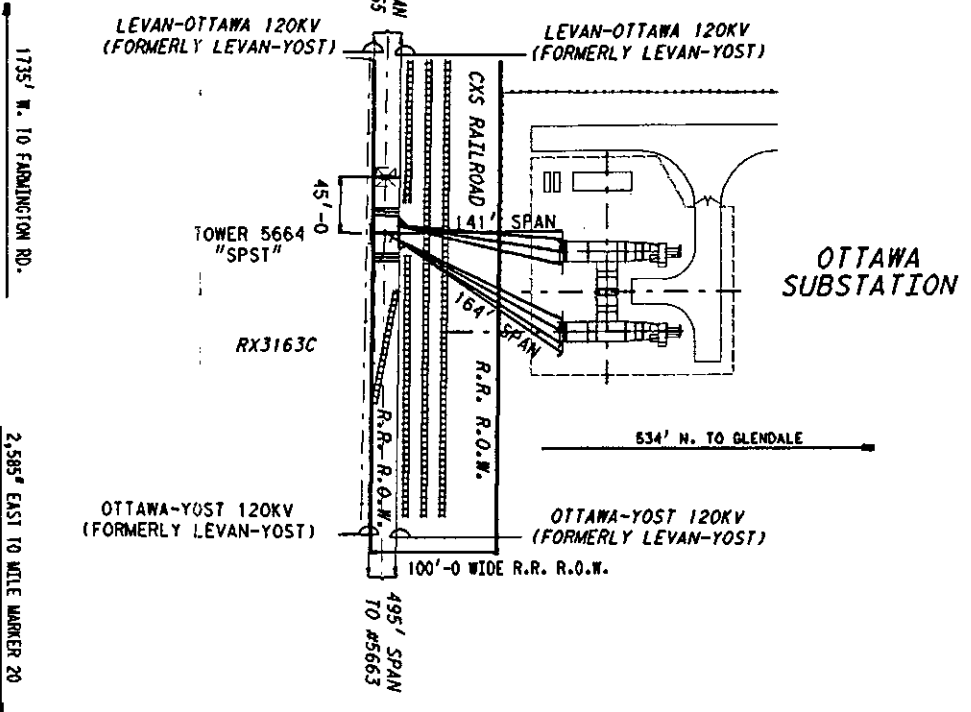
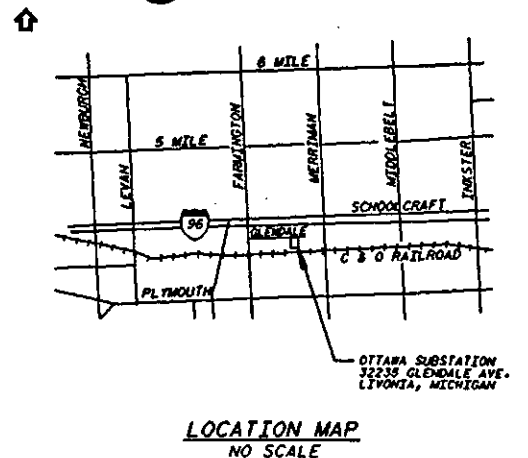
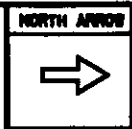
**NEW TAP TO OTTAWA SUBSTATION**

**Clearances**

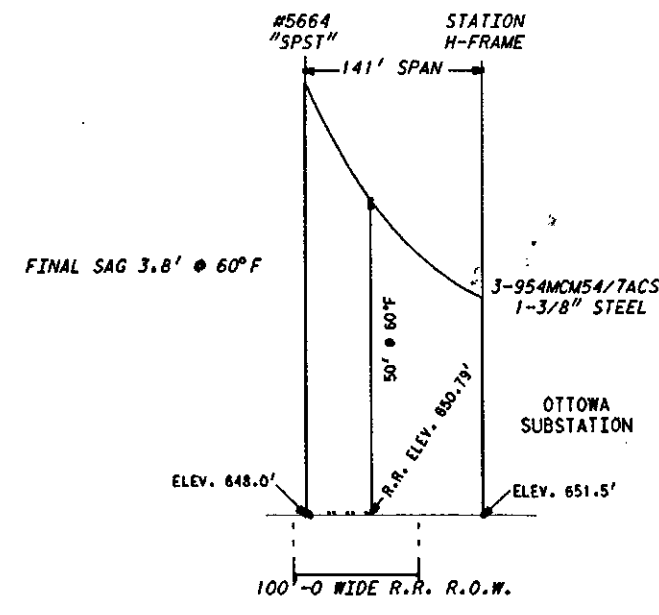
Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60 F sag. (If different indicate on drawings) <b>35'</b>	From Top of Rail to Final Sag	<b>50</b> Ft.
	From Detroit Edison wire to Railroad Communication or Signal Lines	<b>Ft.</b>

Materials and clearances shall be noted in the current revision of Detroit Edison's Overhead Lines Construction Standards Manual at Railroad Crossings. Due to field conditions actual dimensions may vary from those indicated.

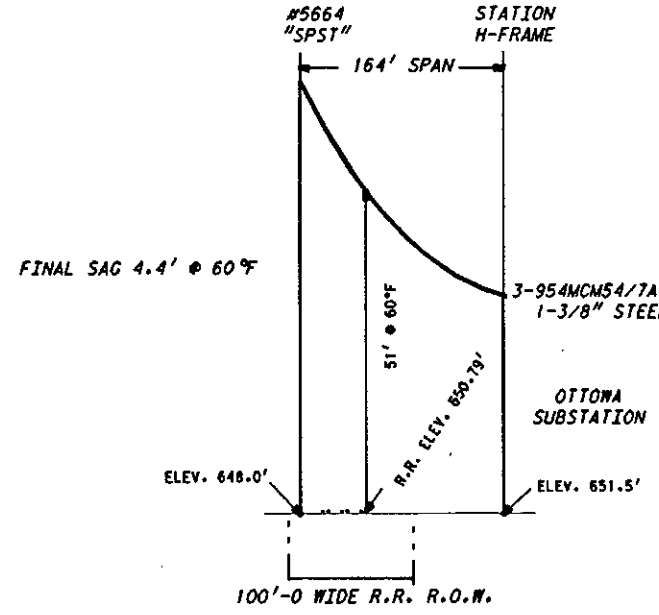
Designed By <b>A. MEEKER</b>	Date <b>11-6-00</b>	Checked By <b>D. DOUBLEY</b>	Date <b>12-10-01</b>
Company Location <b>560 S.B.</b>	Phone No. <b>235-8592</b>		



**SUBSTATION PLAN VIEW**  
NOT TO SCALE



**ELEVATION OF CROSSING**  
TOWER #5664 TO STATION H-FRAME  
SCALE: NOT TO SCALE



**ELEVATION OF CROSSING**  
TOWER #5664 TO STATION H-FRAME  
SCALE: NOT TO SCALE

<b>THE DETROIT EDISON COMPANY</b>	
<b>SPE - ARCHITECTURAL/CIVIL/TOWERS</b>	
<b>RAILROAD CROSSING PLAN</b>	
CXS RAILROAD	
CITY OF LIVONIA	WAYNE CO.
120,000 VOLTS	
D. DOUBLEY	REVISED 11-12-01
A. MEEKER	<b>RX-4550</b>

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Ann Meeker (662 GO)

RECORDED R/W FILE NO. 66617

## WIRELINE CROSSING AGREEMENT

THIS AGREEMENT, Made as of January 31, 2001, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and DETROIT EDISON COMPANY, whose mailing address is 12000 Dixie Road, Redford, Michigan 48239-2453, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct, use and maintain wire or cable crossings, hereinafter called "Wireline," over or across the track(s) and property owned or controlled by Licensor at or near Livonia, County of Wayne, State of Michigan, Detroit Subdivision, listed below, hereinafter collectively called the "Crossing," as shown on print of Licensee's Drawings attached hereto and made a part hereof; other details and data pertaining to said Wireline being as indicated on Licensee's Applications Form(s), also attached hereto and made a part hereof;

two (2) a wirelines or cable solely for the transmission of electrical power only, through or on metal strand wire(s) located at Valuation Station 801+45, Milepost CH-19.56;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it present title permits and as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change said Wireline at the Crossing above for the term herein stated, and to remove same upon termination.

1.2 The term Wireline, as used herein, shall include only the wires and/or cables, poles, guys, anchors, fixtures, appliances and ancillary facilities devoted exclusively to the transmission usage above within the Crossing, and as shown on attached Application Form.

1.3 No additional Wireline or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Crossing except upon prior separate written consent of Licensor.

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**2. LICENSE FEE; TERM:**

2.1 In lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable License Fee of SEVEN THOUSAND SIX HUNDRED AND 00/100 U.S. DOLLARS (\$7,600.00) upon execution of this Agreement. Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Wireline or Crossing.

2.3 Effective Date of this Agreement shall be the date first written above. License shall be revocable only in the event of Licensee's default, as herein provided, but shall also terminate upon (a) Licensee's cessation of use of the Wireline or Occupancy for the purpose(s) above, (b) removal of the Wireline, and/or (c) subsequent mutual consent.

**3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove said Wireline, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor, or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Crossing.

3.2 Location and construction of Wireline shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's track(s) and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Wireline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

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3.5 Any repairs or maintenance to Wireline, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Wireline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or maintenance to Wireline or Crossing, or from improper or incomplete repairs or maintenance of Wireline.

**4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

**5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) support track(s) and roadbed of Licensor, in a manner satisfactory to Licensor;

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(B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction of Wireline, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property of Licensor, to a condition satisfactory to Licensor; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Wireline or related facilities.

**6. TRACK CHANGES:**

6.1 In the event that Licensor's rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of Licensor's track(s) or other facilities, or in the event future use by Licensor of Licensor's right-of-way or property necessitate any change of location, height or depth in Wireline or Crossing, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in Wireline or Crossing to accommodate Licensor's track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

**7. WIRE CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of Wireline or Crossing in relation to Licensor's tracks and facilities, and shall relocate Wireline or change Crossing, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of Wireline (including any change in voltage or gauge of wire), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

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**8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Wireline/Crossing herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Wireline, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use by Licensor of its right-of-way, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Wireline or insulation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect Licensee's Wireline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to Wireline, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

**9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby assumes, and shall at all times hereafter release, defend, indemnify, and save Licensor harmless from and against any and all liability, loss, claim, suit damage, charge or expense which Licensor may suffer sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of Wireline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the fault, failure or negligence of Licensor.

9.2 Use of Licensor's right-of-way involves certain risks of loss or damage as a result of Licensor's rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or Wireline in, on, over or under the Crossing, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from Licensor's rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for benefit of Licensee.

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9.3 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that use the Wireline and control or are controlled by or subsidiaries of or are affiliated with Licensor, and the officers, employees and agents of each.

9.4 If a claim is made or action is brought against Licensor, for which Licensee may be responsible hereunder in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

## 10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of Premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor as additional insured and covering liability assumed by Licensee under this Agreement. 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 limit to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to RAILROAD prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code J907 at the address listed above.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 Specifically to cover construction and/or demolition activities within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall pay to Licensor the sum of ONE HUNDRED FIFTY AND 00/100 U.S. DOLLARS (\$150.00), to cover the cost of adding this Crossing to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction.

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**11. GRADE CROSSINGS; FLAGGING:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over track(s) of Licensor, except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Wireline, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's right-of-way at the Crossing, and to keep persons, equipment or materials away from Licensor's track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

**12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of Track Changes or Wire Changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate.

12.4 All undisputed bills or portions of bills not paid within said thirty (30) days shall thereafter accrue interest at twelve percent (12%) per annum, unless limited by local law, and then at the highest rate so permitted. Unless Licensee shall have furnished detailed objections to such bills within thirty (30) days, bills shall be presumed undisputed.

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**13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of license fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

**14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Wireline from the Crossing. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove Wireline from the right-of-way of Licensor, unless the parties hereto agree otherwise, (b) restore property of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor's Chief Regional Engineer (Western Region, 1700 West 167th Street, Calumet City, IL 60409) at least five (5) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Chief Regional Engineer.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2.2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee or vendee of Licensor's underlying property interests in the Crossing, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

16.6 In the event of sale or other conveyance by Licensor of its Right-of-Way, across, under or over, which the Crossing(s) is constructed, Licensor's conveyance shall be made subject to the right of Licensee to continue to occupy the Crossing on the specific segment of Right-of-Way, and to operate, maintain, repair, renew thereon and to remove therefrom the facilities of Licensee, subject to all other terms of this Agreement.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Railroad's title for any particular Crossing(s) or segment of Right of Way occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Railroad does not warrant title to any Right-of-Way and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others therein.

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17.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensor to make such grants to Licensee, as "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control, and Licensee acknowledges that it does not have the right to occupy any such portion of the Right-of-Way without also receiving the consent of the owner of the fee simple absolute estate. In such cases, Licensee shall not be permitted access to the Right-of-Way until it provides Licensor with evidence, reasonable satisfactory in Licensor's sole discretion, that it has either obtained the consent of the owner of the fee simple absolute estate, or does not otherwise require such consent. Further, Licensee shall not obtain, exercise or claim any interest greater than the rights of Licensor in the Right-of-Way, under this Agreement.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against Railroad for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Railroad's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on or along any Crossing(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Crossings(s), nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License to said property other than the license herein created.

**18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division

66617  
RECORDED R/W FILE NO.

(paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Wireline and Crossing is located.

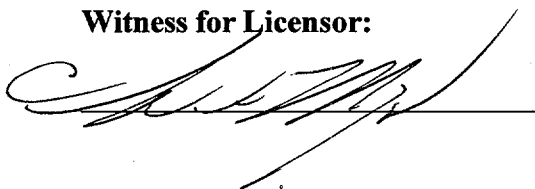
**19. RIDERS:**

The following Rider(s) is/are herewith attached and included herein:

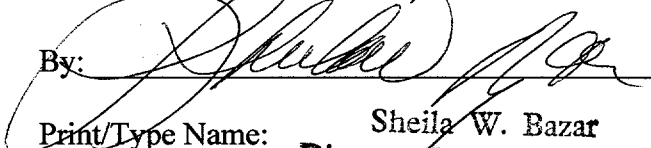
[ X ] Telecommunication Cable or Fiber Optic line

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the date and year first above written.

**Witness for Licensor:**



**CSX TRANSPORTATION, INC.**

By: 

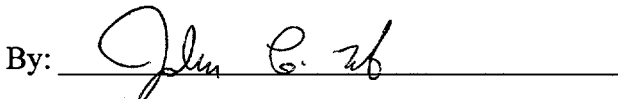
Print/Type Name: Sheila W. Bazar  
Director Property Services

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**



**DETROIT EDISON COMPANY**


By: 

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: John C. Erb

Print/Type Title: Real Estate Associate

Tax Identification Number: 38-0478650

APPROVED AS TO FORM 2/26/01 DATE  
LEGAL DEPARTMENT 

RECORDED R/W FILE NO. 66617

**COMMUNICATIONS CABLE OR FIBER OPTIC LINE PROTECTION RIDER**

1. No construction of any type pursuant or related in any way to this Agreement shall be commenced by Licensee, or by any agent, representative, contractor, subcontractor of Licensee, without Licensee first giving at least thirty (30) days written notice to the following Parallel Cable Occupier(s):

("MCI") Mr. Charles Welch, Supervisor  
MCI Telecommunications Corporation  
2250 Lakeside Blvd  
Dept 2855 Location 642  
Richardson, TX 75082  
Phone No. (800) 624-9675  
or (972) 656-6016

**(NOTE: WRITTEN CONSENT OF MCI IS ALSO REQUIRED)**

2. The notice shall be accompanied by drawing(s) showing the general plan, elevation, details and methods of Licensee's proposed construction, and the location of Occupier(s)' cable or facilities in relation to Licensee's proposed construction.

3. Prior to any construction, Licensee must locate and identify, any existing cable, wire or fiber optic line (including any appurtenances thereto) of said cable occupier(s) traversing or located in, on, or immediately adjacent to the proposed Crossing, at Licensee's sole risk.

4. Any changes, alteration, relocation or protection of wire(s), cable(s) or facilities of such Occupier(s), required by said Occupier(s), shall be at Licensee's sole expense except as otherwise negotiated between Licensee and said Occupier(s).

5. Licensee shall be solely responsible and liable for any damage to (e.g., cutting, dislocating, etc.) said wire(s) or cable(s), and appurtenances thereto, resulting in any way from Licensee's exercise of rights or privileges under this Agreement.

6. Licensee shall defend, indemnify and hold Licensor harmless from any such damage claims and any relocation or protection costs of said Occupier(s).

**CSX TRANSPORTATION, INC.**

Licensor:  3/27/01  
(Initial) (Date)

**DETROIT EDISON COMPANY**

Licensee: EW 3-15-01  
(Initial) (Date)

RECORDED R/W FILE NO. 66617



APPLICATION FOR WIRE OR CABLE LINE CROSSING OF PROPERTIES AND TRACK

(For RR Use) Division Detroit Subdivision Detroit Val. Sec. (Map) 22075

Location: Val. Sta. 801+43 Milepost CH 19.56 No. Crossings 2

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a nonrefundable Application Fee in the amount of \$350.00 should be submitted to: CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

- 1. Reference/File Number: DE RX4550 CSX-040823 PAAE-19025
- 2. Complete Legal Name of applicant: Detroit Edison Company  
Company Contact Name: Tom Wilson Title: \_\_\_\_\_  
Telephone: (313) 235-2168 Fax: (313) 235-2213
- 3. Address: 12000 Dixie Road City: Redford State: MI Zip: 48239-2453
- 4. Type of Business: \_\_\_\_\_ Individual, \_\_\_\_\_ Developer, \_\_\_\_\_ Municipality, X Corporation, (state in which incorporated: \_\_\_\_\_), \_\_\_\_\_ Partnership, (type and state of Partnership MI)
- 5. Location: 2,321 feet, E 25T (direction) from Railroad Milepost 20

Valuation Station of Crossing if Known: \_\_\_\_\_, Val. Map No. \_\_\_\_\_

- 6. Town: Livonia County: Wayne State: MI
- 7. Total length within Railroad Right-of-Way 576' / 500' 8. Angle of crossing: 80°
- 9. Number of Railroad Company's tracks to be crossed 3. Number of pole lines crossed \_\_\_\_\_
- 10. Type of Crossing: X Electric, \_\_\_\_\_ CATV, \_\_\_\_\_ Telephone, \_\_\_\_\_ Communications, \_\_\_\_\_ Other: (Explain) \_\_\_\_\_
- 11. Alternating Current, Voltage None No. of Phases 3
- 12. Direct Current, Voltage \_\_\_\_\_ Amperes \_\_\_\_\_
- 13. Conductors: (a) Number: 6, (b) Conductor Material: \_\_\_\_\_ copper, ✓ aluminum, \_\_\_\_\_ fiber optic
- 14. Will there be any empty conduits installed? N ✓ Y \_\_\_\_\_ How many? \_\_\_\_\_
- 15. Maximum voltage 120,000 Maximum current \_\_\_\_\_
- 16. Maximum fault to ground current \_\_\_\_\_ Height of wire supports above ground level \_\_\_\_\_
- 17. Encasement Material, if applicable N/A Outside diameter: \_\_\_\_\_, Wall thickness: \_\_\_\_\_
- 18. Height of wires above top of rail at 60°F 43' / 51' Feet \_\_\_\_\_ Sag in Spans at 60°F 4.0' & 5.0'
- 19. Height of wires above Railroad communication and signal wires at 60°F \_\_\_\_\_ Feet
- 20. Bury: Base of rail to top of casing N/A
- 21. Bury: On R/W but not beneath tracks N/A
- 22. Bury: Below ditches N/A
- 23. Type of wire supports \_\_\_\_\_ Size \_\_\_\_\_ False dead ends \_\_\_\_\_
- 24. Number of poles to be located on Railroad Company's right-of-way None
- 25. Distance from butt of pole to nearest rail of track: N/A feet
- 26. Give approximate horizontal distance from Railroad communication and signal wires: \_\_\_\_\_
- 27. If revision/attachments to an existing agreement, give agreement number and date: \_\_\_\_\_
- 28. If this is a supplement to a master (general) agreement, give agreement number and date: \_\_\_\_\_
- 29. If Aegis member, work to be performed by: \_\_\_\_\_ Contractor \_\_\_\_\_ Company employees
- 30. Will line run parallel or approximately parallel to Railroad Company's tracks anywhere? No
- 31. Will line be located in public road Right-of-Way? No (If "yes", show name, road number and width of Right-of-Way on print). DOT/AAR Crossing No. \_\_\_\_\_
- 32. Number of manholes located on Railroad Right-of-Way: None

Proposal and construction must be in accordance with CSXT's Specifications, The National Electrical Safety Code, and any governing laws or regulations. Please note that although the specifications furnished in the Wireline Application Package are to be used as a guideline only, CSXT reserves the right to approve or decline an application.

NOTE: IF THIS APPLICATION IS FOR FIBER, FORM CSXT 7454-F MUST ALSO BE COMPLETED

Date 11-22-00 Signature & Title of Officer Making Application Thomas Wilson, RE Pres.  
 Type or Print: Thomas Wilson ( ) Telephone Number \_\_\_\_\_  
 Name Title Telephone Number

RECORDED R/W FILE NO. 66617



National Support / Investigations  
Dept 2855 Loc 642  
2250 Lakeside Blvd.  
Richardson, TX 75082

March 20, 2001

DETROIT EDISON CO  
THOMAS WILSON  
12000 DIXIE RD  
REDFORD, MI 48239-2453

RE: CSX-040823

MCIW ID: 2214-2001

Dear Sir or Madam:

MCIWORLD.COM has been notified by your office regarding the above referenced project.

The comparison of your construction plans with the MCIWORLD.COM in-house as-built plans determined that MCIWORLD.COM facilities do exist in the area of the proposed construction. At this time, no conflict is anticipated. However, it will be necessary for you to **contact the One Call System for your area at least 48 hours prior to construction** to ensure that no conflicts exist.

You should address future correspondence concerning the project to the attention of *National Support/Investigations* at the above address. Please include the above **MCIW ID number**.

If you need further assistance with this project, please do not hesitate to call me.

Sincerely,

Will Hoke  
National Support / Investigations  
972-656-6041

RECORDED R/W FILE NO. 66617

2214-2001

**Creator:** WILLIAM HOKE1

**Project Number:**

**Proactive?:** **Status:** N - No Conflict Exists

**Requesting Party:** DETROIT EDISON CO

**TSO Contact:** Claude Ricketts

**TSO Phone:** 616-224-4964

**Req. Project:** CSX-040823

**Location of Work:** GLENDALE ST & FARMINGTON RD

**Scope of Work:** AERIAL CROSSING

**Target Date:**

**City:** LIVONIA **County:** WAYNE

**State:** M **Region:** Michigan GL/GL

**MCI Location:**

**Date Received:** 2/ 6/2001 **Req. Reply:** 3/ 8/2001

**Letter Date:** 1/30/2001 **Action Taken :** 3/20/2001

**Span:**

### As Bults

<b>NETWORK_ID</b>	<b>AS Built Project</b>
	<b>As Built Sheets</b>

### Summary of Investigation - History

<b>TYPE:</b>	<b>DATE:</b>	<b>WHO:</b>	<b>TEXT:</b>
M	3/20/01	WKH	NO CONFLICT

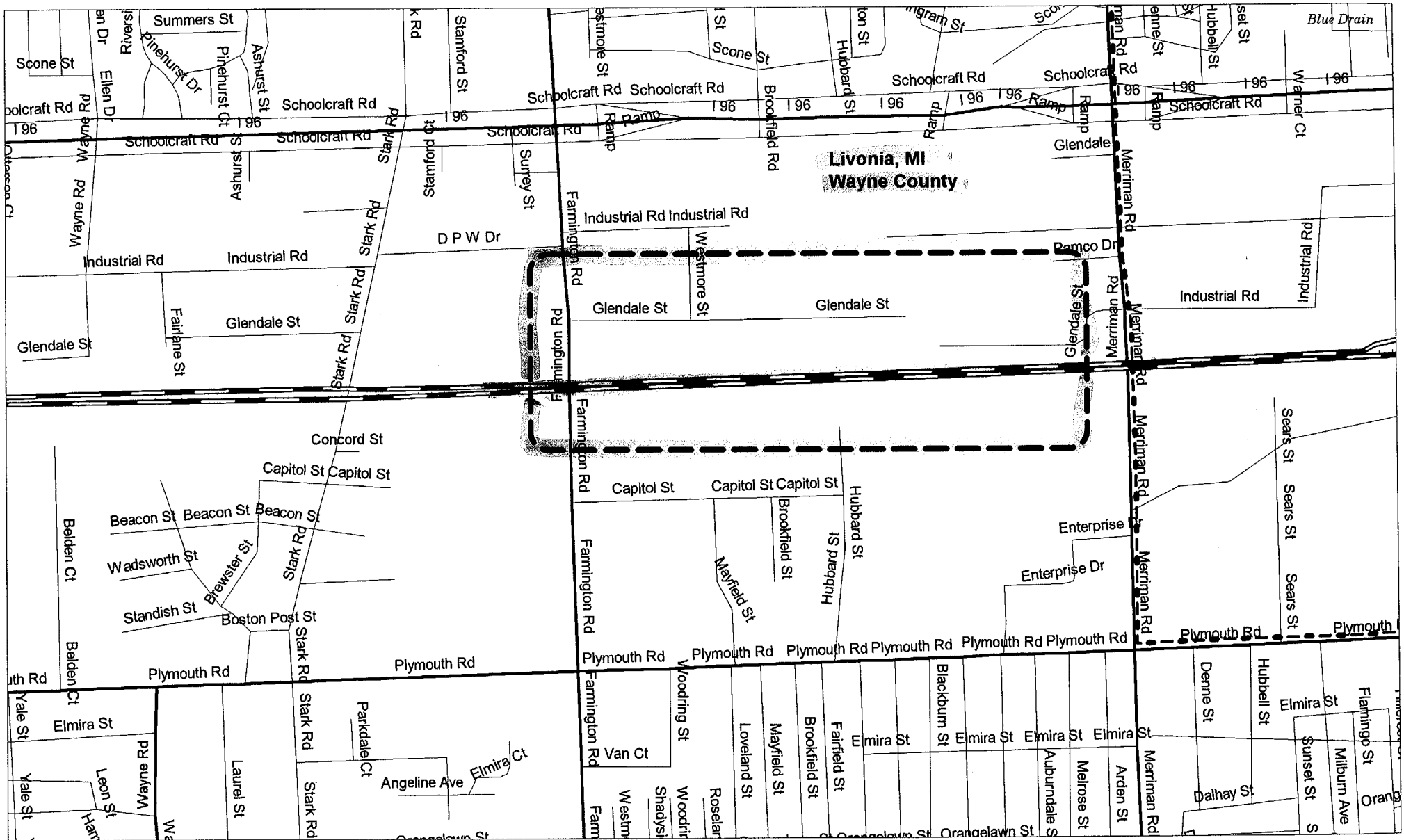
RECORDED R/W FILE NO. 6617

MCI LD UG - Dearborn, MI to Bridgewater - 02 912

KLICKED R/W FILE NO.

66617

WCOM LD UG - Fosteria, OH to Detroit, MI



22113  
 07, 1252  
 51  
 110  
 15  
 20

LEVAN-OTTAWA 120KV  
(FORMERLY LEVAN-YOST)

LEVAN-OTTAWA 120KV  
(FORMERLY LEVAN-YOST)

1735' N. TO FABRICATION RD.

TOWER #5664  
"AD"

RX3163C

OTTAWA-YOST 120KV  
(FORMERLY LEVAN-YOST)

OTTAWA-YOST 120KV  
(FORMERLY LEVAN-YOST)

100'-0" WIDE R.R. R.O.W.

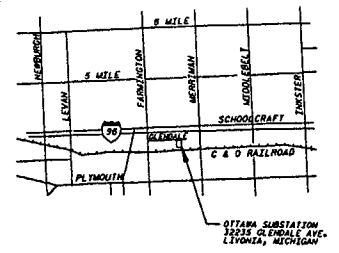
145' SPAN

100' SPAN

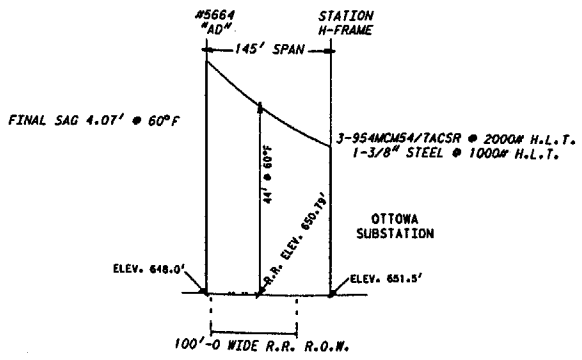
OTTAWA  
SUBSTATION

634' N. TO GLENDALE

**SUBSTATION PLAN VIEW**  
SCALE 1" = 100'



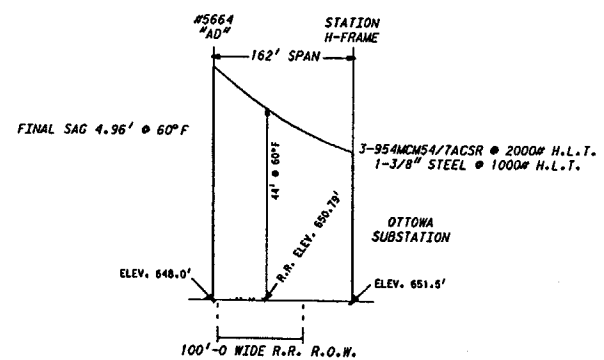
**LOCATION MAP**  
NO SCALE



**ELEVATION OF CROSSING**

TOWER #5664 TO STATION H-FRAME

SCALE: HORIZONTAL 1" = 100'  
VERTICAL 1" = 20'



**ELEVATION OF CROSSING**

TOWER #5664 TO STATION H-FRAME

SCALE: HORIZONTAL 1" = 100'  
VERTICAL 1" = 20'

THE DETROIT EDISON COMPANY		
SPE - ARCHITECTURAL/CIVIL/TOWERS		
RAILROAD CROSSING PLAN		
CXS RAILROAD		
CITY OF LIVONIA	WAYNE CO.	
120,000 VOLTS	1" = 100'	
D. DOUBLEY	11-6-00	RX-4550
A. MEYER		

ARCHITECTURAL/CIVIL/TOWERS  
 \dgn\rx4550.dgn  
 4-DEC-2000 15:24 /a37700

02 06 2001 6711 164828

7750.00

.00

.00

7750.00

RECORDED R/W FILE NO. 66617

check No. 1000178543 \*TOTAL\* Remittance from Detroit Edison. Please detach before depositing.

7750.00 DE 963-4707 4-99



The Detroit Edison Company  
2000 2nd Ave., Detroit, Michigan 48226-1279

General Account

1000178543 62-35  
311

The Bank of New York (Delaware)  
(Newark, Delaware)



\*\*\*\*\*7750 DOLLARS & 00 CENTS\*\* Date: 02/21/2001

Check Number 568209

\$7,750.00

Pay to the order of

CHESAPEAKE & OHIO RAILWAY CO  
CSX TRANSPORTATION  
P O BOX 641949  
PITTSBURGH, PA 15264-1949

*David E. Meador*  
Authorized Agent's Signature

This check is verified through Positive Pay

NOT VALID OVER \$1,000,000.00  
1 SIGNATURE REQUIRED UNDER \$1,000,000.00

Authorized Agent's Counter Signature

⑈ 1000178543 ⑆ ⑆ 031100351 ⑆ ⑆ 0300950003 ⑆

66617

RECORDED R/W FILE NO.



**Detroit Edison**  
A DTE Energy Company

The Detroit Edison Company  
2000 2nd Ave., Detroit, Michigan 48226  
1.800.477.4747

Comerica Bank Detroit

9-9/720

**BUSINESS EXPENSE ACCOUNT**

PAY: *Three hundred fifty and 00/100 Dollars*

TO THE ORDER OF: CSX Transportation, Inc.

NUMBER	DATE	AMOUNT
000118547	12/18/00	*****\$350.00

CHECK VOID AFTER 90 DAYS

  
AUTHORIZED SIGNATURE

⑆0000118547⑆ ⑆0?2000095⑆ 1840287582⑆



66617  
RECORDED R/W FILE NO.

November 22, 2000

Mr. Charles F. Myers- SC J180  
Manager Contract Administration  
CSX Transportation  
500 Water Street  
Jacksonville, Florida 32202-4423

Re: Wire Crossing, One Time Payment Easement Agreement Request

Dear Mr. Myers:

The Detroit Edison Company requests your agreement for the construction of an overhead wire crossing of your land and tracks, in the SW ¼ of Section 27, City of Livonia, Livonia Township, Wayne County, Michigan, as described on the enclosed drawings and information forms. Existing tower 5664 is part of a tower line on CSX land, which is covered by your easement agreement No. L19025, dated February 1, 1991.

1. Location: Approximately 1,735 feet east of Farmington Road and 534 feet south of Glendale.
2. Detroit Edison Project and Crossing Nos.:BD1374, RX4550.
3. 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? \_\_\_\_\_

Your up-front processing fee of \$350.00 will follow. Detroit Edison appreciates CSX using the compromise "Wireline Crossing Agreement" language, as used with CSX-038344.

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

**Michigan law (section 265{3} of the railroad code of 1993 {MCLA 462.265}) requires you to respond within 90 calendar days of the receipt of this request.**

If you have any questions, please contact me on (313) 235-2168.

Sincerely,

Thomas Wilson, SR/WA  
Real Estate Facilitator  
Wilson@teenergy.com

cc Ann Meeker (662 G.O.)  
Attachments



# RECORDED R/W FILE NO. 46617

Railroad Name <b>CSX Railroad</b>			R.F.W. Number <b>270103</b>		
Row No. (information on existing rights of way available from Record Center)		New or existing RX No. <b>RX4550</b>		Encroachment (Length in Feet)	
Location City/Township(s) <b>LIVONIA</b>		Town(s) <b>T-</b>	Range(s) <b>R-</b>	Country(s) <b>WAYNE</b>	1/4 Section(2) <b>S.W.</b>
					Section(s) <b>27</b>
Location Description of Encroachment <b>1735' E. OF FARMINGTON RD. 534' S. OF GLENDALE</b>					

Check appropriate box

<input type="checkbox"/> Crosses tracks within the public road right-of-way	<input checked="" type="checkbox"/> Crosses railroad land	<input type="checkbox"/> Is longitudinally on or over railroad land.	<input type="checkbox"/> Provides service to the railroad
---	---	--	---

**Facility Data (also detailed on attached drawings)**

Nature of required tree rights

Existing State Permit No.	Date	Railroad Mile Post (Number)	Distance to Crossing Mile Post (in feet)
---------------------------	------	-----------------------------	--

Existing				Proposed			
Type of Structure				Type of Structure			
<input type="checkbox"/> Wood		<input checked="" type="checkbox"/> Steel		<input type="checkbox"/> Wood		<input checked="" type="checkbox"/> Steel	

Conductors				Poles/Towers			Conductors				Poles/Towers		
Span	No/Size	Kind	Voltage	Loc.	Height	Class	Span	No/Size	Kind	Voltage	Loc.	Height	Class
	N.A.	N.A.	N.A.				145'	954	ACSR	120KV	5664		
							162'	954	ACSR	120KV	5664	H-Frm	
											5664	H-Frm	

Explanation of Line Changes (continue on separate sheet if necessary)

**NEW TAP TO OTTAWA SUBSTATION**

Clearances		
Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60 F sag. (If different indicate on drawings) <b>35'</b>	From Top of Rail to Final Sag	<b>44 Ft.</b>
	From Detroit Edison wire to Railroad Communication or Signal Lines	<b>Ft.</b>

Materials and clearances shall be noted in the current revision of Detroit Edison's Overhead Lines Construction Standards Manual at Railroad Crossings. Due to field conditions actual dimensions may vary from those indicated.

Designed By <b>A. MEEKER</b>	Date <b>11-6-00</b>	Checked By <i>Bruce F. Conrad</i>	Date <b>11-6-00</b>
Company Location <b>662 G.O.</b>	Phone No. <b>235-8592</b>		

APPLICATION FOR WIRE OR CABLE LINE CROSSING OF PROPERTIES AND TRACK

(For RR Use) Division \_\_\_\_\_ Subdivision \_\_\_\_\_ Val. Sec. (Map) \_\_\_\_\_

Location: Val. Sta. \_\_\_\_\_ Milepost \_\_\_\_\_ No. Crossings \_\_\_\_\_

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a **nonrefundable** Application Fee in the amount of \$350.00 should be submitted to: CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

DE RX4550

1. Reference/File Number: \_\_\_\_\_
2. Complete Legal Name of applicant: Detroit Edison Company  
 Company Contact Name: Tom Wilson Title: \_\_\_\_\_  
 Telephone: ( 313 ) 235-2168 Fax: ( 313 ) 235-2213
3. Address: 12000 Dixie Road City: Redford State: MI Zip: 48239-2453
4. Type of Business: \_\_\_\_\_ Individual, \_\_\_\_\_ Developer, \_\_\_\_\_ Municipality,  Corporation, (state in which incorporated: \_\_\_\_\_), \_\_\_\_\_ Partnership, (type and state of Partnership MI)
5. Location: 2,321 feet, W (direction) from Railroad Milepost 20

Valuation Station of Crossing if Known: \_\_\_\_\_, Val. Map No. \_\_\_\_\_

6. Town: Livonia County: Wayne State: MI
7. Total length within Railroad Right-of-Way 576' / 500' 8. Angle of crossing: 80°
9. Number of Railroad Company's tracks to be crossed 3. Number of pole lines crossed \_\_\_\_\_
10. Type of Crossing:  Electric, \_\_\_\_\_ CATV, \_\_\_\_\_ Telephone, \_\_\_\_\_ Communications, \_\_\_\_\_ Other: (Explain) \_\_\_\_\_
11. Alternating Current, Voltage None No. of Phases 3
12. Direct Current, Voltage \_\_\_\_\_ Amperes \_\_\_\_\_
13. Conductors: (a) Number: 6, (b) Conductor Material: \_\_\_\_\_ copper,  aluminum, \_\_\_\_\_ fiber optic
14. Will there be any empty conduits installed? N  Y \_\_\_\_\_ How many? \_\_\_\_\_
15. Maximum voltage 120,000 Maximum current \_\_\_\_\_
16. Maximum fault to ground current \_\_\_\_\_ Height of wire supports above ground level \_\_\_\_\_
17. Encasement Material, if applicable N/A Outside diameter: \_\_\_\_\_, Wall thickness: \_\_\_\_\_
18. Height of wires above top of rail at 60°F 43' / 51' Feet \_\_\_\_\_ Sag in Spans at 60°F 4.0' & 5.0'
19. Height of wires above Railroad communication and signal wires at 60°F \_\_\_\_\_ Feet
20. Bury: Base of rail to top of casing N/A
21. Bury: On R/W but not beneath tracks N/A
22. Bury: Below ditches N/A
23. Type of wire supports \_\_\_\_\_ Size \_\_\_\_\_ False dead ends \_\_\_\_\_
24. Number of poles to be located on Railroad Company's right-of-way None
25. Distance from butt of pole to nearest rail of track: N/A feet
26. Give approximate horizontal distance from Railroad communication and signal wires: \_\_\_\_\_
27. If revision/attachments to an existing agreement, give agreement number and date: \_\_\_\_\_
28. If this is a supplement to a master (general) agreement, give agreement number and date: \_\_\_\_\_
29. If Aegis member, work to be performed by: \_\_\_\_\_ Contractor \_\_\_\_\_ Company employees
30. Will line run parallel or approximately parallel to Railroad Company's tracks anywhere? No
31. Will line be located in public road Right-of-Way? No (If "yes", show name, road number and width of Right-of-Way on print). DOT/AAR Crossing No. \_\_\_\_\_
32. Number of manholes located on Railroad Right-of-Way: None

Proposal and construction must be in accordance with CSXT's Specifications, The National Electrical Safety Code, and any governing laws or regulations. Please note that although the specifications furnished in the Wireline Application Package are to be used as a guideline only, CSXT reserves the right to approve or decline an application.

NOTE: IF THIS APPLICATION IS FOR FIBER, FORM CSXT 7454-F MUST ALSO BE COMPLETED

Date 11-22-00 Signature & Title of Officer Making Application Thomas Wilson, RE Asst.  
 Type or Print: Thomas Wilson ( )  
 Name Title Telephone Number

RECORDED R/W FILE NO. 66617



APPLICATION FOR WIRE OR CABLE LINE CROSSING OF PROPERTIES AND TRACK

(For RR Use) Division \_\_\_\_\_ Subdivision \_\_\_\_\_ Val. Sec. (Map) \_\_\_\_\_

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, Inc. Original and four (4) copies of this form shall be submitted, accompanied by five (5) letter size 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.

RX4550

1. Complete legal name of applicant: DETROIT EDISON COMPANY  
Telephone: ( )
2. Address: 2000 SECOND AVE City: DETROIT State: MI Zip: 48026
3. If incorporated, name of state in which incorporated: MICHIGAN Municipality: \_\_\_\_\_
4. Location 2.612 feet WEST (direction) from nearest Railroad Milepost 20
5. Nearest Station: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_
6. Angle between centerline of right-of-way and wireline will be \_\_\_\_\_ degrees
7. Number of Railroad Company's tracks to be crossed 3. Number of pole lines crossed NONE
8. Crossing will be transmission 120 KV Distribution \_\_\_\_\_ Service \_\_\_\_\_
9. Alternating current NONE voltage \_\_\_\_\_ No. of Phases \_\_\_\_\_ Hertz \_\_\_\_\_
10. Direct Current \_\_\_\_\_ voltage \_\_\_\_\_ amperes \_\_\_\_\_
11. Conductors: (a) Number \_\_\_\_\_ (b) AWG gauge 954 (c) material \_\_\_\_\_
12. Maximum voltage 12,000 Maximum current \_\_\_\_\_
13. Maximum fault to ground current \_\_\_\_\_ Height of wire supports above ground level \_\_\_\_\_
14. Material (encasement) \_\_\_\_\_
15. Outside diameter \_\_\_\_\_
16. Wall thickness \_\_\_\_\_
17. Total length within Railroad right-of-way 1162' / 1145'
18. Height of wires above top of rail at 60°F 44 Feet Sag in Spans at 60°F \_\_\_\_\_
19. Height of wires above Railroad communication and signal wires at 60°F \_\_\_\_\_ Feet
20. Bury: Base of rail to top of casing \_\_\_\_\_
21. Bury: Not beneath tracks \_\_\_\_\_
22. Bury: Roadway ditches \_\_\_\_\_
23. Type of wire supports \_\_\_\_\_ Size \_\_\_\_\_ False dead ends \_\_\_\_\_
24. Number of poles to be located on Railroad Company's right-of-way NONE
25. Distance from butt of pole to nearest rail of main track 25' feet \_\_\_\_\_
26. Distance from butt of pole to nearest rail of sidetrack NONE feet \_\_\_\_\_
27. If additional wireline attachments or revisions are to be made to existing crossing, please advise date of agreement \_\_\_\_\_
28. Will line exclusively serve Lessee of Railroad? YES Name: DETROIT EDISON CO.
29. Will line run parallel or approximately parallel to Railroad Company's tracks anywhere? \_\_\_\_\_  
Give approximate horizontal separation from our signal and telephone wires: \_\_\_\_\_
30. Will line be located in public road right-of-way? \_\_\_\_\_ (If "yes", show name, road number and right-of-way on print). DOT/AAR Crossing No. \_\_\_\_\_

If application is approved, applicant agrees to reimburse CSXT for any cost incurred by CSXT incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. Contract preparation fee in the amount of \$200.00 is attached and are caused by Edison's negligence.

Date \_\_\_\_\_

Signature & Title of Officer Signing Application \_\_\_\_\_

Please Type or Print: \_\_\_\_\_

Name

Title

Telephone Number

RECORDED R/W FILE NO. 66617