

DE orig.



6737 Southpoint Drive, South  
Suite 100  
Jacksonville, Florida 32216  
(904) 279-4515  
FAX (904) 279-4586  
or (904) 279-4581

T. R. Jackson  
Assistant Vice President

DUPLICATE ORIGINAL

March 19, 1992

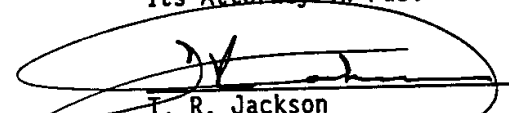
Mr. Thomas Wilson  
Detroit Edison Company  
2000 Second Avenue  
Detroit, MI 48226

Dear Mr. Wilson:

This letter will confirm our understanding and agreement that for One Dollar and Other Valuable Consideration paid by the Detroit Edison Company (DE) effective as of April 1, 1992, CSX Transportation, Inc., hereby waives future rental requirements (provided there shall be no refunds of any prepaid rentals) and termination rights for the now existing aerial and underground wireline and pipeline crossing agreements identified on the attached Exhibit A. Except as described in the preceding sentence, the terms of all such agreements remain unaltered and in full force and effect.

Please indicate your understanding and acceptance of the foregoing by having the duplicate original of this letter executed on your behalf and return to the undersigned. No further revision of the individual license agreements will be necessary to effect the changes set forth in the first sentence of the first paragraph other than this letter exchange, which will constitute a supplement to each agreement.

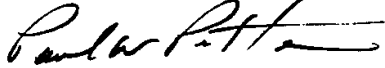
CSX TRANSPORTATION, INC.  
By: CSX Real Property, Inc.  
Its Attorney-in-Fact

  
T. R. Jackson  
Assistant Vice President

TRJ:hkm

THE FOREGOING IS UNDERSTOOD AND AGREED THIS 19th DAY OF MARCH, 1992.

DETROIT EDISON COMPANY



BY:

Title: Paul W. Potter, Director -  
Corporate Real Estate

RECORDED RIGHT OF WAY NO. 010309

SEE:  
RECORDED RIGHT OF WAY NO. 48790

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

May 28, 1970

TO RECORDS CENTER:

Attached is fully executed copy of agreement/~~permit~~ from:

The Chesapeake and Ohio Railway Company R.R. Agreement File No. 131-4-10978

Facilities Covered:

Two 120,000 volt transmission circuits with one ground wire.

RECORDS CENTER  
RECEIVED JUN 22 '70  
704111 100DE  
CLASSIFIED

Specific Location:

Approximately 2,800 ft. North of West Road and approximately 55 ft. East of Wixom Road.

R. R. Valuation Station 44+35 Lincoln Mile Post \_\_\_\_\_  
Lead \_\_\_\_\_

City/Village Wixom Township Novi, Sec. 5

County Oakland Detroit Edison Plan No. RX-3930

Agreement/~~Permit~~ Date April 10, 1970 R. R. Plan No. Used DECo Plan

Preparation Fee \$100.00 Annual Rental \$100.00

Supersedes and Cancels Agreement dated \_\_\_\_\_ R/W No. \_\_\_\_\_

This is a Supplemental Agreement and is to be made a part of R/W \_\_\_\_\_

Attached Grand Trunk Western Railroad Permit No. \_\_\_\_\_ to be made a part of R/W No. 9064.

RECORDED RIGHT OF WAY NO. 26352

NOVI 2  
6-29-70 RR

NOVI Twp  
Sec 5

JVS:mls

GEN'L. ACCTG. DEPT.  
ENTERED - CANCELLED  
CONTRACT BOOK NO. \_\_\_\_\_  
DATE 6-28-70  
BY S. Schatzberger  
CHECKED BY [Signature]

I. W. Gamble  
I. W. Gamble, Supervisor of Rights of Way  
Properties and Rights of Way Department

STATE OF MICHIGAN  
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Wire-Crossing Permit No. **ED2-8-6538**

In Re Application of **The Detroit Edison Company**  
**2000 Second Avenue**  
**Detroit, Michigan 48226**

Pursuant to Act No. 171 of the Session Laws of 1893, as amended, application having been made to Michigan Public Service Commission by said

**The Detroit Edison Company**

for permission to string wires across the tracks of the  
**Chesapeake and Ohio Railway Company**

and said **The Detroit Edison Company**

having conformed to the Commission's rules governing the filing of notices and issuing of permits for the construction of electrical lines and said rail way company having waived the right of notice and hearing provided for in said act

THEREFORE, It is ordered that said

**The Detroit Edison Company**

be permitted to string the following described wires across the tracks of said railroad at the following described place:

City of  
Wixom  
  
County of  
Oakland  
  
State of  
Michigan

**Towers 527 - 528**  
**Crossing of two (2) 120 kV, 60 Hz, 3 phase, 3 wire transmission circuits, known as Cody-Wixom and Wixom-Placid 120 kV tower lines, with one (1) ground wire each, approximately 2800' north of West Road and approximately 55' east of Wixom Road, Section 5, T1N, R8E, Novi Township**  
**6 - 954 MCM 54/7 ACSR phase conductors**  
**2 - 7/16" steel ground wires**

**Per Drawing RX-3930**

as indicated on the attached plans, when, as and if approved.

At the point of crossing said wires shall be installed in accordance with this Commission's rules and regulations.

Given under our hands and the Official Seal of this Commission at the City of Lansing, State of Michigan, this ~~twenty-second~~ day of **April**,  
A.D. 19 **70**

**MICHIGAN PUBLIC SERVICE COMMISSION**

**Willis F. Ward**

.....  
Chairman,

**William A. Boos, Jr.**

.....  
Commissioner,

**Lenton G. Sculthory**

.....  
Commissioner.

Countersigned

**Earl B. Klomprens**

.....  
Secretary

PROPERTY PRINTED BY THE NO. 24352

STATE OF MICHIGAN SS.  
Office of the Michigan Public Service Commission

I, Earl B. Klomprens, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of **Railroad Wire Crossing Permit**

**No.** ED2-8-6538

with the original, and that it is a true and correct transcript therefrom, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Commission, at Lansing, this **twenty-second** day of **April** in the year of our Lord one thousand nine hundred **seventy**

*Earl B. Klomprens*  
Secretary

RECORDED RIGHT OF WAY NO. 26352

DATA SHEET TO ACCOMPANY DRAWING RX-3930

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Cody - Wixom and Wixom - Placid 120 KV tower lines over the C.&O. R.R. approximately 2800' North of West Rd. and approximately 55' East of Wixom Road. Town 1N., Range 8E, Section #5, Oakland County, Michigan.

Circuits

(2) 120,000 volt, 60 cycle, 3-phase transmission circuits with (1) ground wire each.

Towers and Crossarms

Steel towers as per attached Dwg. T-8414, T-2056 and AL.

Conductors

6-954 MCM - 54/7 ACSR and (2) 7/16" steel ground wires

Insulators

8 - 5-3/4" x 10" O.B. 48008 in suspension  
9 - 5-3/4" x 10" O.B. 47410 in deadend

Suspension and Deadend Details

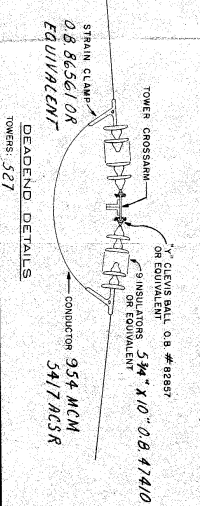
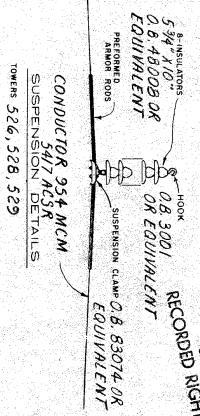
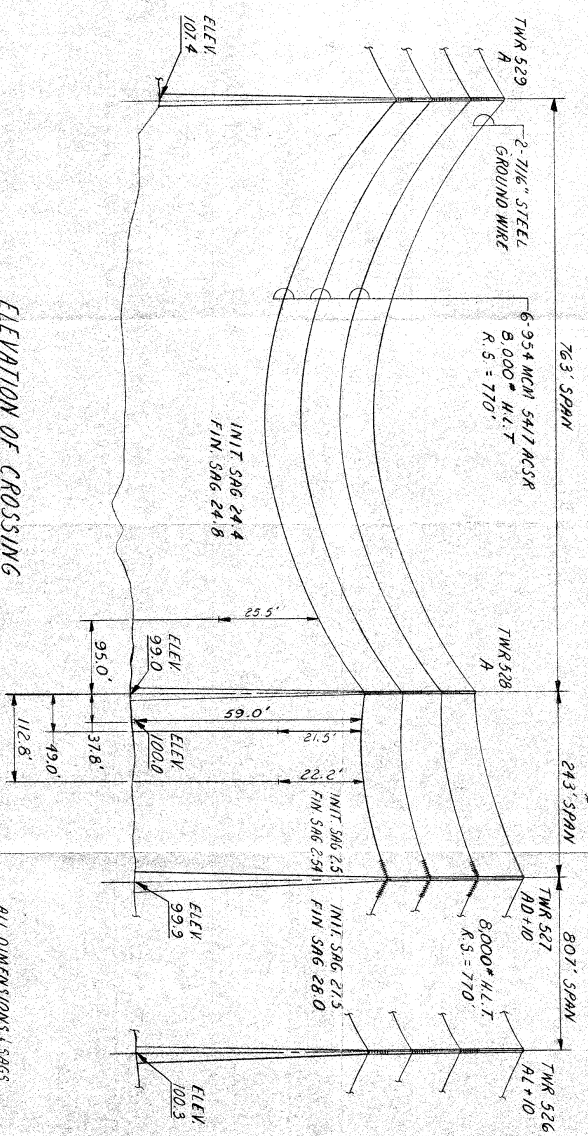
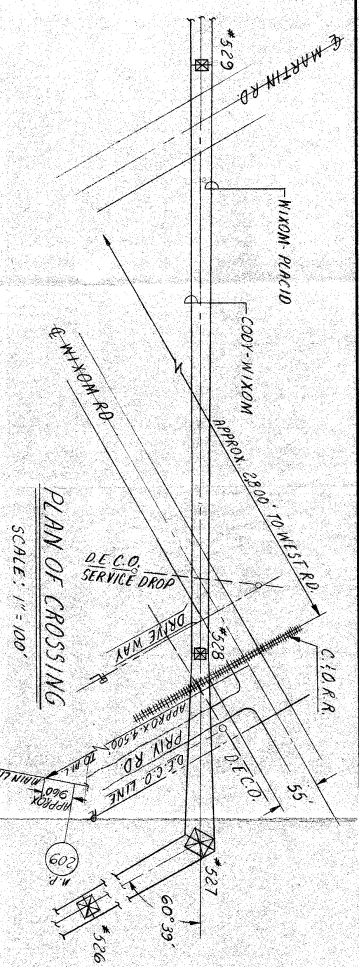
As shown on Dwg. RX-3930.

RECORDED RIGHT OF WAY NO. 26352

General Engineering Dept.  
JRW/cjb 2/26/70

APPROVED  
E. M. Hastings, Jr.  
UTILITY ENGINEER

20-111111



CITY WIXOM  
COUNTY ORKLAND  
TOWNSHIP NOWI  
SECTION NO. 5

THE DETROIT EDISON COMPANY  
PLAN SUBMITTED TO  
MICHIGAN PUBLIC SERVICE COMMISSION  
FOR 120 KV CROSSING  
OVER C.I.D.R.R.  
DRAWN BY D. WRIGHT  
APPROVED BY J. WRIGHT  
DATE 8-25-70  
PERMIT NO. ED  
DRAWING NO. RX-3930

APPROVED  
E. J. HEDDER, JR.  
UTILITY ENGINEER

ALL DIMENSIONS ± 3/64"  
AT 60° F.

EXHIBIT "A"

RECORDED RIGHT OF WAY NO. 1-5-57



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 Administration

August 30, 2007

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

Dear Ms. Mention:

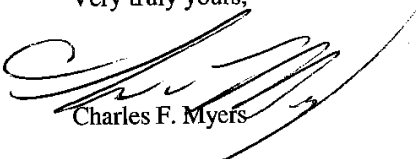
Attached is a fully executed original of the letter of consent dated July 31, 2007.

<u>CSXT No.</u>	<u>ITC Drawing Nos.</u>	<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	

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 flagging requirements) by following these steps:

1. Submit the completed Flagging Request Form (attached) by fax to (904) 633-3460.
2. 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:

<u>CSXT No.</u>	<u>ITC Drawing. Nos.</u>	<u>Dated:</u>	<u>Note:</u>
1) PML16549	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) PML16462	RX3930A ✓	April 22, 1970	
5) PML16700	RX4159A ✓	January 24, 2007	
6) PML16940	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).



July 31, 2007

4) Furnish Certificate of Commercial General Liability Insurance naming CSX Transportation, Inc. as an additional insured. 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

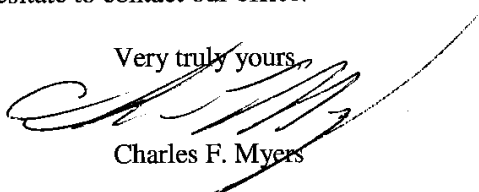
**TOTAL DUE \$3,000.00**

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.

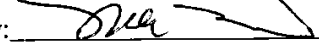
If you have any questions, please do not hesitate to contact our office.

Very truly yours,

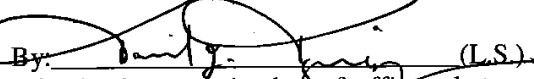


Charles F. Myers

**CSX TRANSPORTATION, INC.**

By:  (L.S.)  
Print/Type Name: \_\_\_\_\_  
Print/Type Title: Marie A. Musfeldt  
Director

**ITC TRANSMISSION COMPANY**

By:  (L.S.)  
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: Daniel J. Jginsky

Print/Type Title: Vice President

Tax ID Number: 81-0596181

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b> Page 1 of 2		DATE 08/03/2007
PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	877-945-7378	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE		NAIC#
INSURED International Transmission Company Michigan Electric Transmission Co., LLC 39500 Orchard Hill Place Suite 205 Novi, MI 48375	INSURER A: Federal Insurance Company INSURER B: AEGIS GRP INSURER C: INSURER D: INSURER E:	20281-001 03131-000

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	37112263	2/28/2007	2/28/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	X3777A1A07	2/28/2007	2/28/2008	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 It is agreed that CSX Transportation, Inc. is included as an Additional Insured as respects to General Liability, but solely in regards to work being performed by or on behalf of the Named Insured as required under written contract.

**CERTIFICATE HOLDER**

CSX Transportation, Inc.  
 500 Water Street, SCJ180  
 Jacksonville, FL 32202-4423

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE

### **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 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.

**PLEASE SIGN BEFORE COMPLETING:**

Agreement No.: PML 16462

I affirm the information I am furnishing in this application will comply with the NESC Standards and accurately reflects the proposed construction plans.

Signature: Barbara A. Mentioni

Application Date: FEB. 2, 2007

<b>Project Owner Information:</b>	<input type="checkbox"/> Check here if agreement should be mailed to this address
1. Complete Legal Name of applicant as it would appear in a legal document (inaccurate information will delay your request): <u>ITC TRANSMISSION COMPANY</u>	
2. Company Contact Name: <u>BARBARA MENTIONI</u> Title: <u>PROPERTY MANAGEMENT SPECIALIST</u>	
3. Telephone: <del>(419)</del> <u>374-7257</u> Fax: <del>(419)</del> <u>374-7260</u> E-Mail: <u>BMENTION@ITCTRANS.CO.COM</u> Company Emergency Contact Number (in case of derailment, fallen wire/pole, etc.): <u>1-877-482-4829</u>	
4. Street Address: <u>39500 ORCHARD HILL PLACE</u> City: <u>NOVI</u> State: <u>MI</u> Zip: <u>48375</u>	
5. Type of business: <input checked="" type="checkbox"/> Corporation (State of incorporation <u>MICHIGAN</u> ) <input type="checkbox"/> Partnership (Type and State of Partnership _____) <input type="checkbox"/> Individual <input type="checkbox"/> Developer <input type="checkbox"/> Municipality <input type="checkbox"/> Other	

<b>Engineer/Consultant Information:</b>	<input type="checkbox"/> Check here if agreement should be mailed to this address
6. Company Name: <u>N/A</u>	
7. Company Contact Name: _____ Title: _____	
8. Telephone: (____) _____ Fax: (____) _____ E-Mail: _____	
9. Street Address: _____ City: _____ State: _____ Zip: _____	

<b>Project Information:</b>	(Note: Metric Information will NOT be accepted.)
10. Is this installation: <input type="checkbox"/> New <input type="checkbox"/> Revision to existing <input type="checkbox"/> Attachment to existing <input checked="" type="checkbox"/> 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: <u>ATTACHED</u> Date: _____	
13. Your Reference Number: <u>RX3930 A</u>	
14. Town Location: <u>WIXOM</u> County: <u>OAKLAND</u> State/Province: <u>MI</u>	
15. Type of Crossing: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> CATV <input type="checkbox"/> Telephone <input type="checkbox"/> Communications <input checked="" type="checkbox"/> Other (explain): <u>FIBER OPTIC GROUND WIRE USED FOR ITC SYSTEM CONTROL</u>	
16. Crossing is dedicated to: <input type="checkbox"/> Trunk <input type="checkbox"/> Distribution <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> Other	
17. Conductor Material: <input type="checkbox"/> Copper <input checked="" type="checkbox"/> Aluminum <input type="checkbox"/> Fiber Optic & Fiber Count _____	
18. <input checked="" type="checkbox"/> AC / <input type="checkbox"/> DC : Voltage: <u>120/230 kV</u> No. of Phases: <u>3/3</u> Amperes: _____ Hertz: <u>60</u>	
19. Maximum Voltage: <u>230 kV</u> Maximum Current: _____	
20. Maximum Fault to Ground: _____ 21. AWG Gauge: <u>954 kcmil SA/7 ACSR</u>	
21. Is this both a Crossing and Parallelism? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

FILE  
220352

# The Chesapeake and Ohio Railway Company

## WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this 10th day of April, 1970, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia Corporation, hereinafter called "Railway", and THE DETROIT EDISON COMPANY, a New York Corporation

hereinafter called "Licensee" (all words herein referring to Licensee to be taken of such number and gender as the context may require):

WITNESSETH THAT:

WHEREAS, Licensee desires to construct, operate and maintain a wire and/or cable line over and across the right of way, tracks and wires of Railway, consisting of two (2) 7/16" steel ground wires and six (6) 954 MCM 54/7 ACSR 120,000 volt wires at a point located at Station 44 plus 35, Lincoln Lead, opposite Main Line Station 11020 plus 00, Mile Post        Feet, Toledo Subdivision, Detroit Terminal Division, at or near Wixom County of Oakland, State of Michigan; said crossing, together with the necessary poles, towers, conduits, fixtures, and appurtenances thereto, being in accordance with attached Licensee's Drawing No. RX-3930, dated 2-25-70 and data sheet marked for identification "Exhibit A"

\_\_\_\_\_ which are made a part of this agreement and

\_\_\_\_\_ which are incorporated herein and made a part hereof by reference; said crossing and the aforesaid facilities and appurtenances thereto being hereinafter referred to collectively as "Crossing"; and

WHEREAS, Railway is willing for said Crossing so to be constructed, operated and maintained, upon the following terms, covenants, conditions and limitations;

NOW, THEREFORE, in consideration of the premises and the observance by Licensee of the terms, covenants, conditions and limitations hereinafter set forth, it is agreed by and between the parties hereto as follows:

- 1. Railway hereby licenses and permits Licensee, at its sole risk, cost and expense, to construct, operate, maintain and renew said Crossing across the right of way, tracks, wires and any other facilities of Railway \_\_\_\_\_, and of any other person, firm, corporation or association which now or may hereafter have any such facilities on Railway's right of way at or in the vicinity

RECORDED RIGHT OF WAY NO. 20352

**Project Information Cont'd:**

22. Number of tracks to be crossed: \_\_\_\_\_ Angle of crossing \_\_\_\_\_
23. Crossing location: \_\_\_\_\_ feet \_\_\_\_\_ (direction) from Railroad Milepost: \_\_\_\_\_  
 If known: Valuation Station: \_\_\_\_\_ Valuation Map Number: \_\_\_\_\_  
 If known: Latitude/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?  Yes  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 pipe 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 on 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: 59 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):**

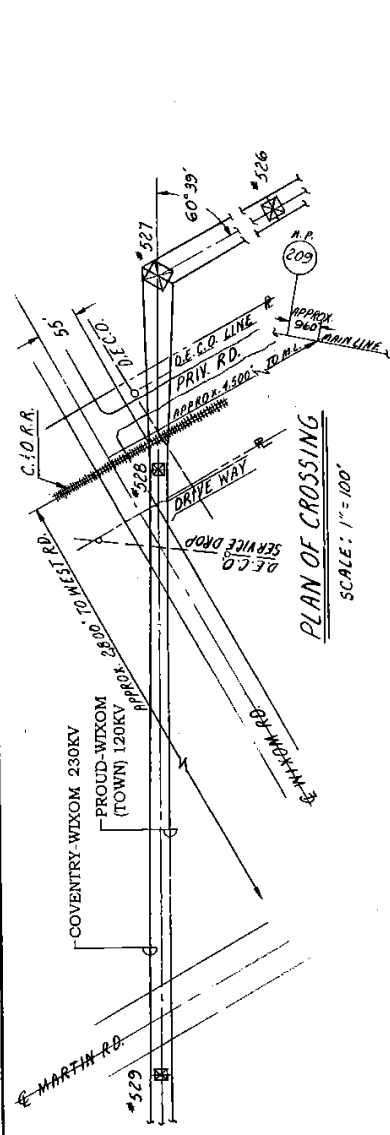
35. Identify each intended user of the conduit/cable: ITC
36. Entity performing construction: ITC CONTRACTOR
37. Number of fibers per cable: 36

**Railroad Use Only:**

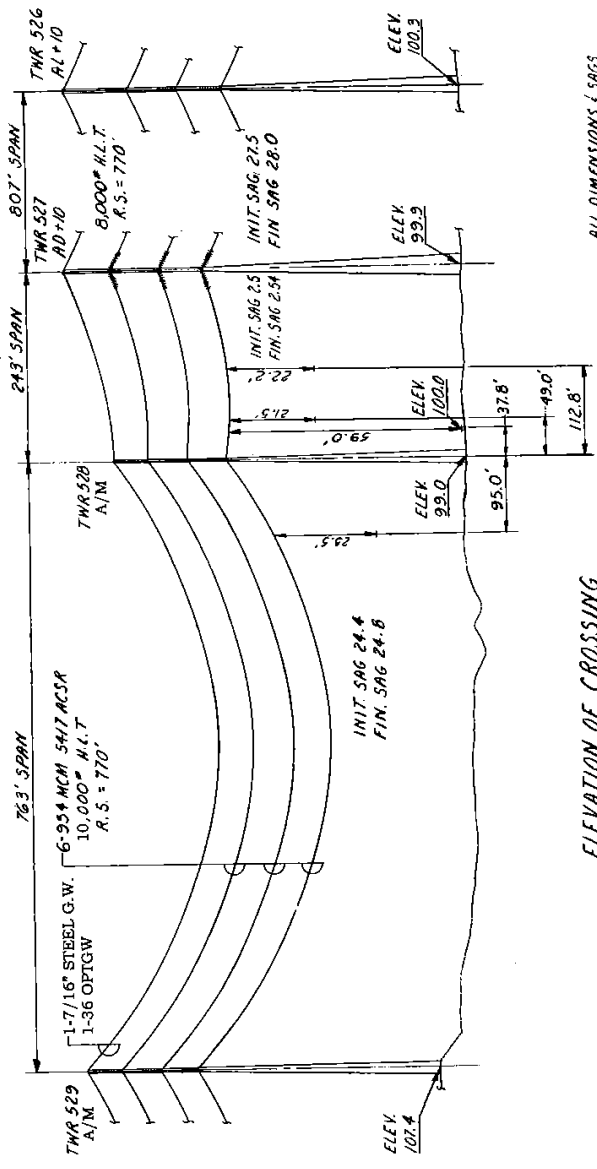
Division Western Subdivision SEMINOL No. of Crossings: 2  
 Absolute No.: 18263 Valuation Section/Map No.: V1 B/49  
 Valuation Station: 44+35 Lincoln Lead  
 Milepost: CC 71.49 PML 16462  
CSX 057236

Roadmaster No.: J25 Contr. Type: PIPX Fiber? N  
WIPWX

FILE  
72635



PLAN OF CROSSING  
SCALE: 1" = 100'



ELEVATION OF CROSSING  
SCALE: HOR. 1" = 100'  
VER. 1" = 20'

REVISED 1/23/07

THE DETROIT EDISON COMPANY  
PLAN SUBMITTED TO  
MICHIGAN PUBLIC SERVICE COMMISSION  
FOR 120KV & 230KV CROSSINGS  
OVER C.I.O. R.R.  
DRAWN BY W. WRIGHT DATE 2-25-70  
APPROVED BY [Signature] DATE 3-5-70  
PERMIT NO. [Blank] DRAWING NO.

ED28-6538 RX-3930A

CITY: WIXOM  
COUNTY: OAKLAND  
TOWNSHIP: NOVY  
SECTION NO.: 5

4-22-70

COPIED  
FILE

of said Crossing, all such facilities (other than said Crossing) as set forth and contemplated in this Section 1, being hereinafter referred to collectively as "OTHER FACILITIES".

2. Before constructing said Crossing, Licensee shall, at its sole cost and expense, obtain all necessary authority therefor from any public authority or authorities having jurisdiction in the premises, and shall thereafter observe and comply with the requirements of such public authority or authorities and all applicable laws and regulations.

3. Licensee shall construct, operate, maintain and renew said Crossing in accordance with \_\_\_\_\_  
**said Exhibit A and standards of construction on file with and approved by the**

**Michigan Public Service Commission**

and in such manner as not to interfere in any way with the facilities, business or operations of Railway, or of any OTHER FACILITIES, and use material and workmanship satisfactory to the Chief Engineer—System, or other authorized officer of Railway.

4. In the event the construction, operation or maintenance of said Crossing shall, in the judgment of Railway, necessitate any changes or alterations in any OTHER FACILITIES, then Railway may make or cause to be made all such changes and alterations at the sole risk, cost and expense of Licensee, and Licensee shall reimburse Railway therefor promptly upon receipt of Railway's bill for such work.

5. If, in the judgment of Railway, the operation, existence or maintenance of said Crossing shall at any time cause interference, including but not limited to physical interference, interference from electromagnetic induction, from electrostatic induction, or from stray or other currents, with OTHER FACILITIES, or shall, in any manner, interfere with the operation, maintenance or use by Railway of its right of way, tracks, structures, pole lines, devices, other property or any appurtenances thereto, then and in any such event, Licensee, upon receipt of written notice from Railway of any such interference, shall promptly, at its own risk, cost and expense, make such changes in its Crossing as, in the judgment of Railway, may be required to eliminate all such interference.

6. In the event that Licensee shall at any time desire to make changes in the physical or operational characteristics of said Crossing, it shall first secure in writing the consent and approval of Railway, and Licensee agrees that such changes shall be made at its sole risk, cost and expense, and subject to all the terms, covenants, conditions and limitations of this agreement.

7. In the event Railway shall at any time deem it necessary or advisable to change the grade or location of its track or tracks, to construct any additional track or tracks, to make any other additions and betterments, or otherwise improve, change or relocate its structures, pole lines, devices or facilities at or in the vicinity of said Crossing, which rights Railway hereby expressly reserves unto itself, Licensee, within thirty (30) days after receiving written notice from Railway so to do, shall promptly, at its own risk, cost and expense, relocate, raise, alter or otherwise change its Crossing to a location and in a manner and in conformity with such applicable specifications which, in the judgment of Railway, will enable Railway to make any of the aforesaid changes which it may deem necessary or desirable.

8. Licensee shall and will at all times hereafter release Railway from, and indemnify and save harmless Railway from and against any and all liability, claims, demands, loss, detriments, costs, damages, charges or expenses which Railway may incur, suffer, sustain, be put to, or be in any way subjected to, on account of injury to or death of any persons and loss or destruction of or damage to any property, including but not limited to, OTHER FACILITIES, caused by, resulting from, arising out of, or in any manner connected with the negligence of Licensee in the construction, installation, maintenance, existence, use, renewal or removal of said Crossing.

9. Licensee hereby assumes all risk of loss, destruction or damage of any nature to said Crossing howsoever caused, and Licensee hereby releases Railway from all liability on account thereof.

10. Licensee shall promptly pay and discharge all taxes, assessments and other governmental and/or municipal charges upon said Crossing and shall promptly comply with all governmental and/or municipal rules and regulations covering the operation of said Crossing.

Licensee shall pay to Railway upon the execution of this agreement a license fee of \_\_\_\_\_ Dollars (\$100.00) toward the cost of preparation of this agreement and supervision expense. Licensee shall also

pay to Railway as a rental charge for the use of its premises the sum of \_\_\_\_\_

Dollars (\$) on the execution of this agreement, for the five-year period ex-

tending from the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ through the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

RECORDED RIGHT OF WAY 26352



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

11. Licensee shall pay to Railway upon the execution of this agreement a license fee of One Hundred Dollars (\$100.00) toward the cost of preparation of this agreement and supervision expense. Licensee shall also pay to Railway as a rental charge for the use of its premises the sum of One Hundred Dollars (\$100.00) per annum in advance for each and every year or fraction thereof during which this agreement shall remain in force and effect.

12. This agreement shall continue in force and effect until terminated by ninety (90) days' notice in writing from either party to the other of its intention to terminate the same, except that termination of this agreement shall not relieve or release Licensee from any liability or obligation which may have been incurred or assumed by Licensee hereunder prior to the termination hereof.

13. In the event this agreement shall be at any time terminated as herein provided, or Licensee, in the judgment of Railway, shall have abandoned said Crossing, said Licensee shall, at its sole risk, cost and expense, forthwith upon request of Railway so to do, remove said Crossing from and across the right of way and premises aforesaid, and in the event of the failure or refusal of Licensee, within thirty (30) days after receipt of such request, to remove said Crossing and restore and leave said right of way and premises in as good condition as before the installation of said Crossing, then and in that event Railway, without incurring any liability to Licensee, may, at its option, remove said Crossing. Licensee shall reimburse Railway for the entire cost and expense of such removal and restoration upon receipt of Railway's bill therefor.

14. The terms and provisions of this agreement shall inure to the benefit of and be binding upon the successors and assigns of Railway, \_\_\_\_\_ and any other person, firm, corporation or association now or hereafter having facilities on Railway's right of way at or in the vicinity of the Crossing, and the successors, heirs, personal representatives and assigns of Licensee. No assignment by Licensee of this agreement or of any rights hereunder shall be made without the prior written consent of Railway.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be duly executed.

Approved as to form: \_\_\_\_\_

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *J. J. ...*  
General Manager

*R. B. Dayle*

APPROVED:  
*...*  
Superintendent

THE DETROIT EDISON COMPANY  
Licensee

*L. W. ...*

By *...*  
Director

Properties and Rights of Way Department

131-4-10978 IF/42

(title)

*Am. Name 4/22/70*

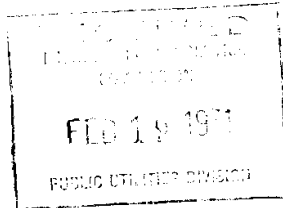
RECORDED FILED OF MAY NO. 26 352

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

February 18, 1971

1.0  
FEL 22  
PROP. & RPT.



Permit No. ED2-8-6538

Michigan Public Service Commission  
Lansing 13, Michigan

Gentlemen:

I, M.F. Wider, Assist. Supt. Towers, Conduit, & Piping Div.  
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the  
wire crossing, covered by Wire Crossing Permit No. ED2-8-6538,  
issued 4-22-70, has been constructed in accordance with  
specifications of the Michigan Public Service Commission and construction  
standards of The Detroit Edison Company, approved by Michigan Public Service  
Commission on July 19, 1939, file ED 2-9.01, and that this crossing will be  
maintained as provided in such specifications and construction standards.

Yours very truly,

RX No. 3930

Location City of Wixom, Novi  
Section 3

Twp. Oakland County

Railroad Chesapeake and Ohio

Railway Company  
R. R. File No. 131-4-10978

R. R. Val. Sta. 44 + 35 Lincoln Lead

Subscribed and sworn to before me this

18th day of February, 19 71.

  
Curtis G. Noles

Notary Public, Wayne

County, Michigan.

My Commission expires January 5, 1975

26352

CN:dak

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

April 28, 1970

Railroad File No. 131-4-10978

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

Dear Mr. Tench:

We are returning agreement/~~permit~~ in duplicate, covering our facilities over your tracks and/~~or~~ right of way as shown on our Plan RX-3930 and located as follows: **Approximately 2800 ft. North of West Road and approximately 55 ft. East of Wixom Road. Railroad Valuation Station 44 + 35 Lincoln Lead.**

City/~~village~~ Wixom Township, Novi, Section 5  
County Oakland. The agreement/~~permit~~ has been signed for our Company.

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

Yours very truly,



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

JVS:mle

Enclosure

24352

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT 26, MICHIGAN

April 16, 1970

Michigan Public Service Commission  
Lansing 13, Michigan

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **Chesapeake and Ohio Railway Company** in the City of Wixom, Section 5, Novi Township, T 1 N, R 8 E, Oakland County, Michigan.

Two 120,000 volt transmission circuits with one ground wire over the tracks of the C. & O. R.R., located approximately 2800 ft. North of West Road and approximately 55 ft. East of Wixom Road.  
Railroad Valuation Station 44 + 33 Lincoln Lead.

The proposed wire crossing will be constructed in accordance with specifications of the Michigan Public Service Commission and the construction standards of The Detroit Edison Company, approved by the Michigan Public Service Commission on July 19, 1939, File ED 2-9.01.

- Enclosed is a waiver of hearing granted by the Railroad Company. Dated 4-3-70  
R.R. File No. 131-4-10978
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. \_\_\_\_\_ dated \_\_\_\_\_
- This is a new crossing.

Reference number of construction drawing is RX- 3930

Yours very truly,

Permit No. MD2-8-6538

Date 4-22-70

By MFSC

*I. W. Gamble*

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

Check in circle indicates statement applicable.

JVS:mis

RECORDED FILED IN 131-4-10978 2-3-70

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

March 31, 1970

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

Proposed Overhead Wire Crossing:

Two 120,000 volt transmission circuits with one ground wire.

Station: 44 plus 35 Lincoln Lead  
Location: Opposite M.L. 11020 / 00  
Sub-Division: Toledo  
Division: Detroit Terminal  
M.P.S.C. Hearing Waived 4-3-70

The Chesapeake and Ohio Railway Company

*R. C. Tench*  
Chief Engineer

Specific Location

Your File RX-3930  
C. & O. File 131-4-10978

Approximately 2800 ft. North of West Road and approximately 55 ft. East of Wixom Road.

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post \_\_\_\_\_

City/Village Wixom Township Novi, Section 5

County Oakland Detroit Edison Plan Attached RX-3930

This is a New Crossing x This is a Reconstruction of Existing Crossing \_\_\_\_\_

Previous Agreement Information (if any) Date \_\_\_\_\_ (R. R. Plan) \_\_\_\_\_

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested In duplicate  
(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

*I. W. Gamble*  
I. W. Gamble, Supervisor of Rights of Way  
Properties and Rights of Way Department

RECORDED COPY OF THIS FILE

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

March 31, 1970

TO:

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

Proposed Overhead Wire Crossing:

Two 120,000 volt transmission circuits with one ground wire.

Specific Location

Approximately 2800 ft. North of West Road and approximately 55 ft. East of Wixom Road.

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post \_\_\_\_\_

City/Village ~~Wixom~~ Wixom Township Novi, Section 5

County Oakland Detroit Edison Plan Attached RX-3930


This is a New Crossing X This is a Reconstruction of Existing Crossing \_\_\_\_\_

Previous Agreement Information (if any) Date \_\_\_\_\_ (R. R. Plan) \_\_\_\_\_

Blanket Waiver of Hearing Covers \_\_\_\_\_ Waiver of Hearing Requested In duplicate

(Waiver of Hearing to be mailed to applicant listed below)

All construction will be done in accordance with the rules and regulations of the Michigan Public Service Commission.

  
I. W. Gamble, Supervisor of Rights of Way  
Properties and Rights of Way Department

JVS:mls

RECORDED RIGHT OF WAY NO. 24-302