

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

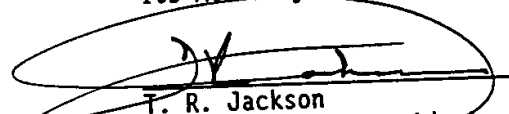
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

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.

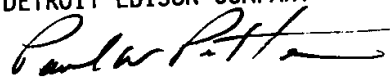
By: CSX TRANSPORTATION, INC.
CSX Real Property, Inc.
Its Attorney-in-Fact


T. R. Jackson
Assistant Vice President

TRJ:hkm

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

DETROIT EDISON COMPANY



BY:

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

RECORDED RIGHT OF WAY NO. 26533

SEE:
RECORDED RIGHT OF WAY NO. 43790

Engineering Department
October 2, 1978 BE-88
Files: 131-4-10542
131-4-10916



Mr. John A. Haddow
Public Agency Coordinator
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Operating Headquarters Building
P. O. Box 1800
Huntington, W. Va. 25718

Dear Mr. Haddow:

This refers to the meeting held in your office on September 20 and 21 regarding the billing of Detroit Edison's wire line over C&O track in the State of Michigan.

In reviewing Edison's computer run there are two (2) agreements dated August 22, 1969 covering two (2) wire line crossings at Fowlerville, Michigan covered by your Drawings RX 4017 and 4018. It was also noted that there are two (2) agreements dated October 12, 1970 at Wixom covered by your Drawings RX 3929 and RX 3929A. -

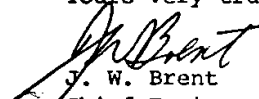
Attached is a copy of C&O's computer run covering Edison's crossings in Fowlerville and Wixom, Michigan. You will note that C&O has been billing for only one (1) agreement at each location. All four (4) agreements provide for a \$100.00 license fee and \$100.00 annual rental charge. Attached for your ready reference is a copy of each agreement. To assist you in identifying the agreement being billed we have marked in red the RX number which is being billed on Railway's computer run.

I am requesting our Real Estate Department to arrange to prepare a bill for each agreement which is not and has been billed including the license fee. The total cost including the license fee on the Fowlerville crossing is \$1,100. This will pay all cost including the 1978 billing. The total cost including license fee on the Wixom crossing including the 1978 billing is \$1,000.

The Railway Company apologizes for overlooking the billing of these two (2) agreements, however, it appears the problem was caused by having two (2) agreements dated the same date at the same location.

Regarding the differences in the various bill of Detroit Edison as discussed at the above meeting, if Edison needs any information or assistance from this office please advise.

Yours very truly,


J. W. Brent
Chief Engineer

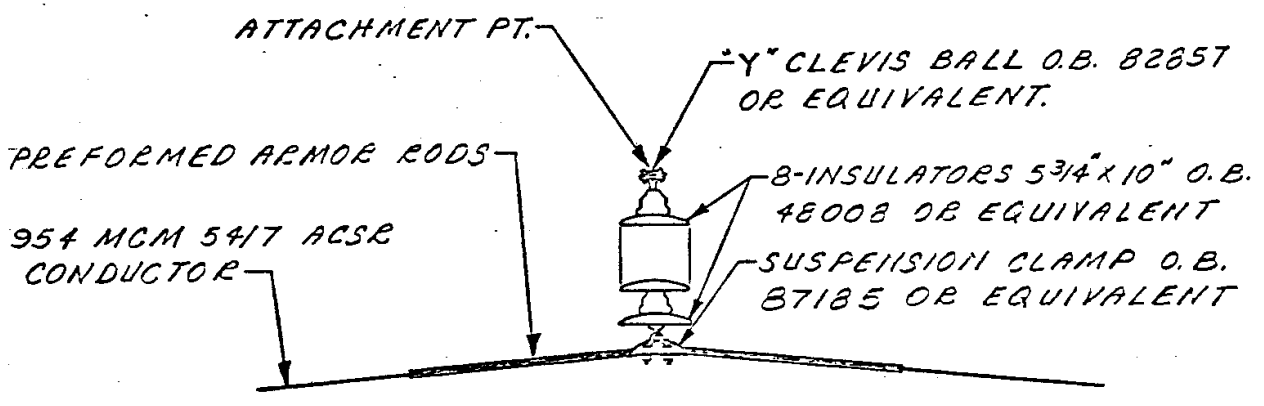
The Chesapeake and Ohio Railway Company



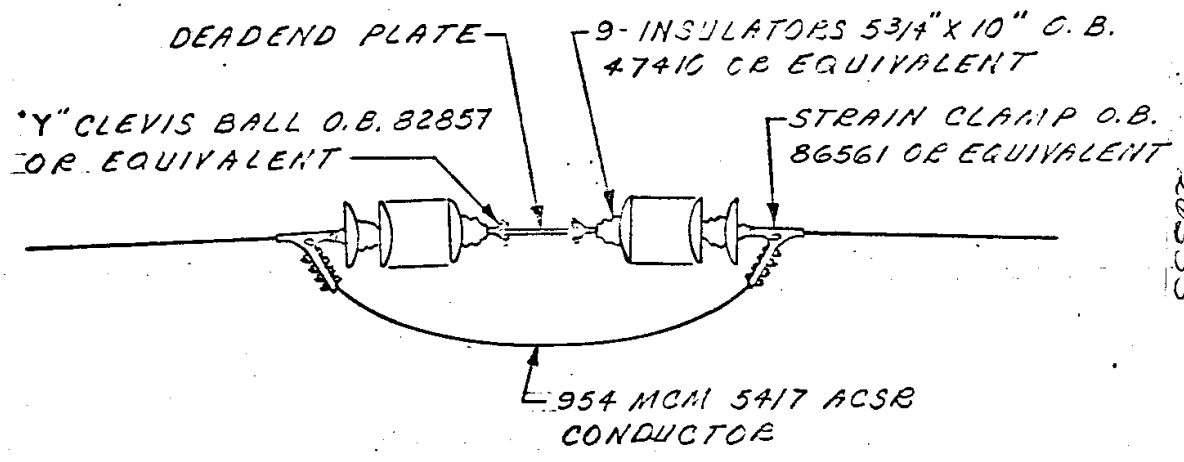
The Baltimore and Ohio Railroad Company

26533

SUSPENSION ASS'Y
DETAILS



DEADEND ASS'Y
DETAILS



26533

120 KV SUSPENSION &
DEADEND ASS'Y DETAILS

APPROVED <i>JEN</i>	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
LAYOUT BY <i>J. WRIGHT</i>	DRAWN BY <i>JEN</i>	
DATE <i>1-25-71</i>	DRAWING NUMBER	
SCALE	<i>ED1-7430</i>	

Operating Department

RECEIVED

AUG 14 1974

R/E & R/W DEPT:

 **Chessie System**

One Northland Plaza
Southfield, Mich. 48075

August 13, 1974 H

Mr. Robert R. Tewksbury
Project Administrator
Real Estate and Rights of Way Department
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Dear Mr. Tewksbury:

With reference to your letter of August 12, 1974, File:
Railroad File 131-4-10916 ID/82, attached is fully executed
letter agreement covering relocation of aerial wire line crossing
in Wixom, Michigan.

Yours very truly,


W. Henschel, Jr.
General Manager

RECORDED RIGHT OF WAY NO. 26533

The Chesapeake and Ohio Railway Company



The Baltimore and Ohio Railroad Company

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

August 12, 1974

Railroad File 131-4-10916 ID/82

Mr. William Henschell, Jr.
General Manager
The Chesapeake and Ohio Railway Co.
One Northland Plaza
Southfield, Michigan 48075

Dear Mr. Henschell:

The enclosed two copies of the overhead lines agreement between our companies have been signed by W. C. Arnold, for Detroit Edison. The property is located in private property 3220 ft. South of Pontiac Trail Road and 2230 ft. East of Wixom Road in the City of Wixom.

When you have signed for C&O, please return one copy to me.

Sincerely,



Robert R. Tewksbury
Project Administrator
Real Estate and Rights of Way
Department

RRT/dem

Enclosure

RECORDED RIGHT OF WAY NO. 24533

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

August 14, 1974

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company R.R. File 131-4-10916 ID/82

Facilities Covered:

One 120,000-volt Transmission Circuit with One Ground Wire in private property 3220 feet south of Pontiac Trail Road and 2230 feet east of Wixom Road.

Crossing No. 2 location changed to feed a new Station Terminal Position

Specific Location:

Southwest 1/4 of Section 5, City of Wixom, Novi Township, Oakland County, Michigan

R. R. Valuation Station 20 + 75 Mile Post Opp. 11043 + 00 ML

City/Village Wixom Township Novi, S.W. 1/4 of Section 5

County Oakland Detroit Edison Plan No. RX-3929A

Agreement/~~Permit~~ Date October 12, 1970 R. R. Plan No. Used D.E. Plan

Preparation Fee \$100.00 Annual Rental Remains the same at (\$100.00)

Supersedes and Cancels Agreement dated _____

Attached Agreement is to be made a part of R/W 26533

REFERRED
<i>AK</i>

Attached Grand Trunk Western Railroad Permit No. of R/W No. 9064.

RECORDS CENTER
 RECEIVED AUG 14 '74
 TICKLER MADE
 CLASSIFIED
 Recorded Right of Way 26533

to be made a part
9/9/74
AK

ROBERT R. TEWKSBURY, PROJECT ADMINISTRATOR
REAL ESTATE AND RIGHTS OF WAY DEPARTMENT

RECORDED RIGHT OF WAY NO. 26533



THE CHESAPEAKE AND OHIO RAILWAY COMPANY
THE BALTIMORE AND OHIO RAILROAD COMPANY
ONE NORTHLAND PLAZA
SOUTHFIELD, MICHIGAN 48075

WILLIAM HENSCHELL, JR.
GENERAL MANAGER

RECEIVED

June 9, 1974

AUG 9 1974

File: 131-4-10916 ID/82

R/E & R/W DEPT

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. W. C. Arnold, Director
Real Estate & R/W Department

Gentlemen:

This refers to our agreement dated October 12, 1970, covering an aerial wire line crossing (No. 2) at Station 20 plus 75, Lincoln Lead, Detroit Subdivision (now designated Toledo Subdivision), Detroit Terminal Division, Oakland County, Michigan, and to your recent request to relocate the said crossing covered by the aforesaid agreement to Station 21 plus 35, as shown on your Drawing RX-3929A, dated 2-13-70, revised 5-20-74, attached hereto and made a part hereof.

This will constitute Railway's consent and approval of the said relocation with the understanding that said new facilities be subject to the terms and conditions of and covered by the aforesaid agreement as fully as though they had originally been described therein and covered thereby; it being understood and agreed that, except as hereby amended, said agreement shall continue unaltered and in full force and effect.

Please sign this letter, which is submitted in duplicate, in the space provided below, returning the original to the undersigned.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *W. C. Arnold*
General Manager

The foregoing is hereby acknowledged
and agreed to this 12th day
of August, 1974.

THE DETROIT EDISON COMPANY

By *W. C. Arnold*
W. C. Arnold, Director, Real Estate and Rights of Way Dept.

Approved
S. P. Davis

APPROVED:
W. C. Arnold
Superintendent

RECORDED RIGHT OF WAY NO. 26533

8-12-74

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

June 11, 1974

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, Southwest 1/4 of Section 5, Novi Township, Oakland County, Michigan.**

Crossing No. 2

One 120,000-volt Transmission Circuit with One Ground Wire in Private Property 3220 feet south of Pontiac Trail Road and 2230 feet east of Wixom Road. R.R. Station 21+35 Lincoln Lead.

(Crossing No. 2 location changed to feed a new Station Terminal Position)

Crossing No. 1 Remains the same.

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 6-7-74
File 131-4-10916
- 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. ED2-8-6668 dated 10-21-70
- This is a new crossing.

Reference number of construction drawing is RX- 3929A

HLB

Yours very truly,

Permit No. ED2-8-7387
Date July 25, 1974
By MPSC


Robert R. Tewksbury
Project Administrator
Real Estate and Rights of Way Dept

Check in circle indicates statement applicable.

RECEIVED

JUL 31 1974

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

R/E & R/W DEPT.

* * * * *

Railroad Wire-Crossing Permit No. ED2-8-7337

The Detroit Edison Company (Applicant) has filed an application pursuant to Act 171, P.A. 1893, as amended, for permission to string wires across the tracks of the Chesapeake and Ohio Railway Company (Railroad).

Applicant has conformed with the filing procedures of Commission Order No. 1868 and the Railroad has waived the right of notice and hearing provided for in Act 171.

THEREFORE, IT IS ORDERED that Applicant be permitted to string wires across the tracks of the Railroad as indicated on the attached plans and described as follows:

City of
Wixom

County of
Oakland

State of
Michigan

Crossing of one (1) 120 KV, 60 Hz, 3 phase, 3 wire, transmission circuit, known as the Coventry-Placid-Wixom circuit, one end attached to one side of a double circuit steel tower line, the other end attached to single circuit wood poles, with one (1) ground wire, located in private property at a point 3220' south of Pontiac Trail Road and 2230' east of Wixom Road, Railroad Sta. 21+35 Lincoln Lead, SE1/4 of Section 5, Novi Township, T1N, R8E.
3 - 954 MCM 54/7 ACSR phase conductors
1 - 7/16" steel ground wire

Per Drawing RX-3929A

26533

At the point of crossing, the wires shall be installed in full accordance with Commission Order No. 2334.

MICHIGAN PUBLIC SERVICE COMMISSION

(S E A L)

DATED: July 25, 1974

Earl B. Klonparens
Its Secretary

William G. Rosenberg
Chairman

Lenton G. Sculthorp
Commissioner

William R. Ralls
Commissioner

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

May 24, 1974

TO:

Mr. J. W. Brent, Chief Engineer
The Chesapeake and Ohio Railway Company
Box 1800
Huntington, West Virginia 25718

Station: 21+35
Location: Lincoln Lead
Sub-Division: Toledo
Division: Detroit Terminal
M.P.S.C. Hearing Waived 6-7-74
The Chesapeake and Ohio Railway Company

J. W. Brent
Chief Engineer-Systems

Proposed Overhead Wire Crossing:

Crossing No. 2

Your File _____
C. & O. File 131-4-10916

One 120,000-volt Transmission Circuit with One Ground Wire.

(Crossing No. 2 location changed to feed a new Station Terminal Position)

(Crossing No. 1 Remains the Same)

RECEIVED

JUN 10 1974

R/E & R/W DEPT:

Specific Location

In private property 3220 feet south of Pontiac Trail Road and 2230 feet east of Wixom Road.

RECORDED RIGHT OF WAY NO. 26533

R. R. Valuation Station 20+75 R. R. Mile Post Opposite 11043+00 ML

City/Village Wixom Township SW 1/4 Sec 5, Novi Township

County Oakland Detroit Edison Plan Attached RX-3929A

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

Previous Agreement Information (if any) Date 10-12-70 #10757 (R. R. Plan) Used DE Plan

File No. 131-4-10916

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.

W. C. Arnold
W. C. Arnold, Director
Real Estate and Rights of Way Department

Draw 4-22-74

DATA SHEET TO ACCOMPANY DRAWING RX-3929A

MS Commission Permit ED 2-8-6668 (10-21-70)

Note: Crossing #2 is to be changed; Crossing #1 is to remain unchanged.

MS Permit ED 2-8-6667 (10-21-70) RECEIVED MAY 22 1974

Name of Company
The Detroit Edison Company

R/E & R/W DEPL

Name and Location of Crossing
Crossing of the Cody - Wixom (Crossing #1) and Coventry - Placid - Wixom (Crossing #2) 120 kV tower lines over the C & O Railroad. Crossing #1 is located approximately 3,235 feet south of Pontiac Trail Road and approximately 2,200 feet east of Wixom Road. Crossing #2 is located approximately 3,220 feet south of Pontiac Trail Road and approximately 2,230 feet east of Wixom Road. All in T.1N.-R.8E., Section 5, City of Wixom, Oakland County.

SW 1/4

Drawn by
Circuits

Two 120,000 volt, 60 cycle, 3 phase transmission circuits with one groundwire each; one circuit over Crossing #1 and one circuit over Crossing #2.

Towers and Crossarms
Steel towers as per attached drawings T-8414 and AL.

Poles
Wood poles. (Class #2). For details of HPO structure, see attached drawings ED-1653-A1 and ED-1653-A2.

Conductors
Three 954 Mcm 54/7 ACSR and one 7/16" steel groundwire at each crossing.

Insulators
Eight 5-3/4" x 10" O.B. #48008 in suspension.
Nine 5-3/4" x 10" O.B. #47410 in deadend.

Guy and Guy Attachments
As per attached drawing ED-1653-A2.

Guy Clamps and Insulators
As per attached drawing ED-1653-A2.

Guy Anchor and Anchor Rods
As per attached drawing ED-1653-A2.

Suspension and Deadend Details
As shown on attached drawing RX-3929A.

RECORDED PRINT OF DRAW NO. 26533

to feed a new station Terminal Position

Location of crossing No. 2 changed, wires remain the same

System Engineering Department
LCG/mak 5/21/74

**Detroit
Edison**

To: Records Center

May 2, 1978

From: Doreen McLain

Real Estate and Rights of Way Department

Subject: Transmission R/W crossing the Chesapeake & Ohio R.R.
City of Wixom, Novi Township, Oakland County,
SW ¼ of Section 5, Crossing No. 2, RX-3929B

The attached papers are for records center storage. Information about the completed transaction is shown in the following summary.

R.R. 1	R.R. INVOICE NO. M.P.S.C. NO. OR R.E. & R/W NO. 9	Update Type 10	D.E.C.O. RECORDS CENTER FILE NO. 15	R.X. NO. OR MAP NO. 20	Facility 21	Agreement Date 27
02	1410916	2	26533	3929B		
Payment Frequency 28	Rental 21 33	OH-UG Code 34	Division 35	County 36	City or Township 44	Section 46

Location																			
41																			50

- Update Type Codes
 1 = New Agreement
 2 = Revised Agreement
 3 = Terminated Agreement

The Accounts Payable Department is requested to start or change the rental payment effective

Approved: *John A. Krollow*

- cc: Accounts Payable
 Service Planning
 System Engineering C. Van Paris
 Transmission & Distribution

26533

THE CALCULATIONS FOR THIS TRIAL ARE FOR SAG VALUES FOR SHORT SPAN LOW TENSION S
 STRESS-STRAIN CURVES USED REPRESENT 954,000CM ACSR 54/7 75DEGREES A

STARTING INDEX	RULING SPAN	STARTING SAG OR TENSION	AREA OF CONDUCTOR	INITIAL LIMIT MAX TENSION
1	500.0	3500.00	0.84640	3500.00

*****CREEP IS A FACTOR*****

INDEX	TEMP.	INITIAL		FINAL		SAG IS IN
		SAG	TENSION	SAG	TENSION	
1	0.	24.50	-3500.	24.56	3493.	---MINUS SIGN IN
2	0.	23.93	1625.	24.11	1614.	
3	0.	24.34	2970.	24.43	2960.	
4	30.	24.53	1586.	24.72	1575.	
5	60.	25.20	1550.	25.40	1539.	
6	90.	25.78	1517.	25.99	1505.	
7	120.	26.35	1485.	26.57	1473.	

RECORDED RIGHT OF WAY NO. 26533

Suspension tower Type AL

LOADS

(Including NESC overload factors)

1a. Vertical-Double Circuit = 1260#
 1-Groundwire @ 1260# = 1260#
 6-Conductors @ 2800# = 16800#
 Total = 18320#

1b. Vertical-Single Circuit = 1260#
 1-Groundwire @ 1260# = 1260#
 3-Conductors @ 2800# = 8400#
 Total = 9560#

2. Transverse-wind on wires = 1220#
 1-Groundwire @ 1220# = 1220#
 6-Conductors @ 2220# = 13320#
 Total = 14540#

3a. Longitudinal - Any one (1) Conductor Support
 1-Conductor @ 12000# = 12000#

3b. Longitudinal - Any one (1) Groundwire Support
 1-Groundwire @ 7500# = 7500#

3c. Longitudinal - Any one (1) Conductor Support
 1-Conductor @ 6000# = 6000#

4. Transverse wind on tower of 6.5 psf on 1-1/2 times projected area one face.

5. Vertical load of tower.

6. Vertical - Heavy, 1" ice = 2800#
 1-Groundwire @ 2800# = 2800#
 6-Conductors @ 5330# = 31980#
 Total = 34780#

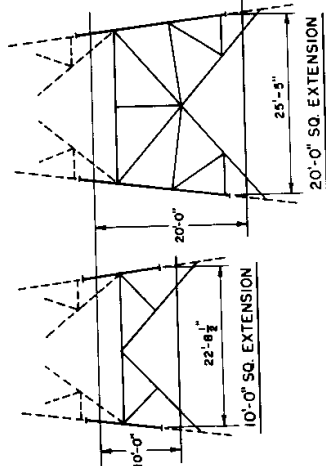
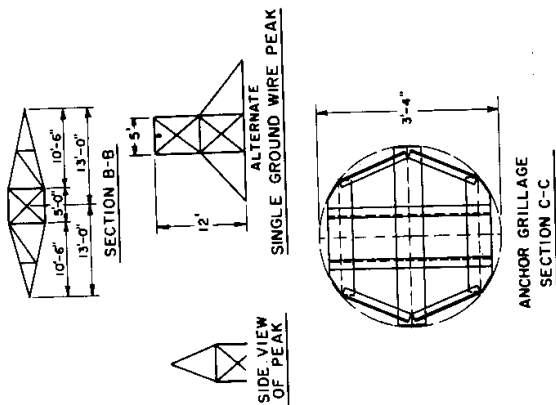
Combine
 1a + 2 + 4 + 5 = Intact
 3a = Broken Cond., Independent
 3b = Broken Groundwire, Independent
 3c = Double akt, 1 broken Cond.
 6 = Heavy vertical
 1b + 7/16 x 2 + 3c + 4 + 5 = Single Circuit, 1 broken Cond.

Material
 Steel per ASTM Spec A7, latest revision

Coating
 All material galvanized to ASTM Spec A123, latest revision.

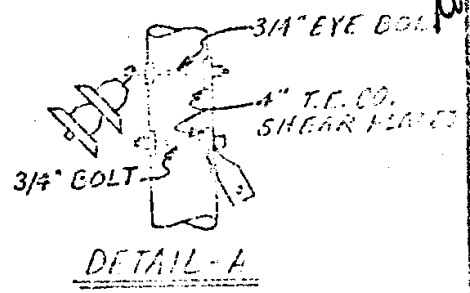
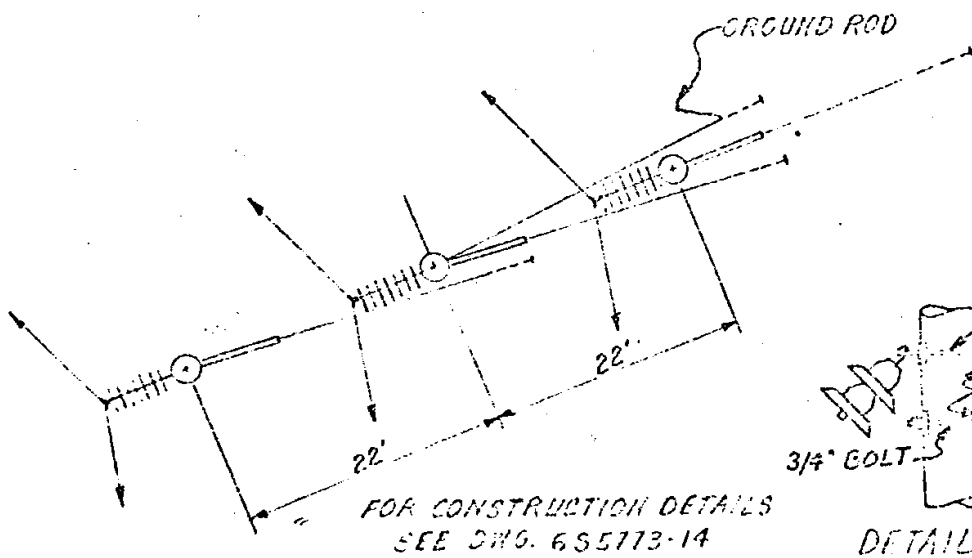
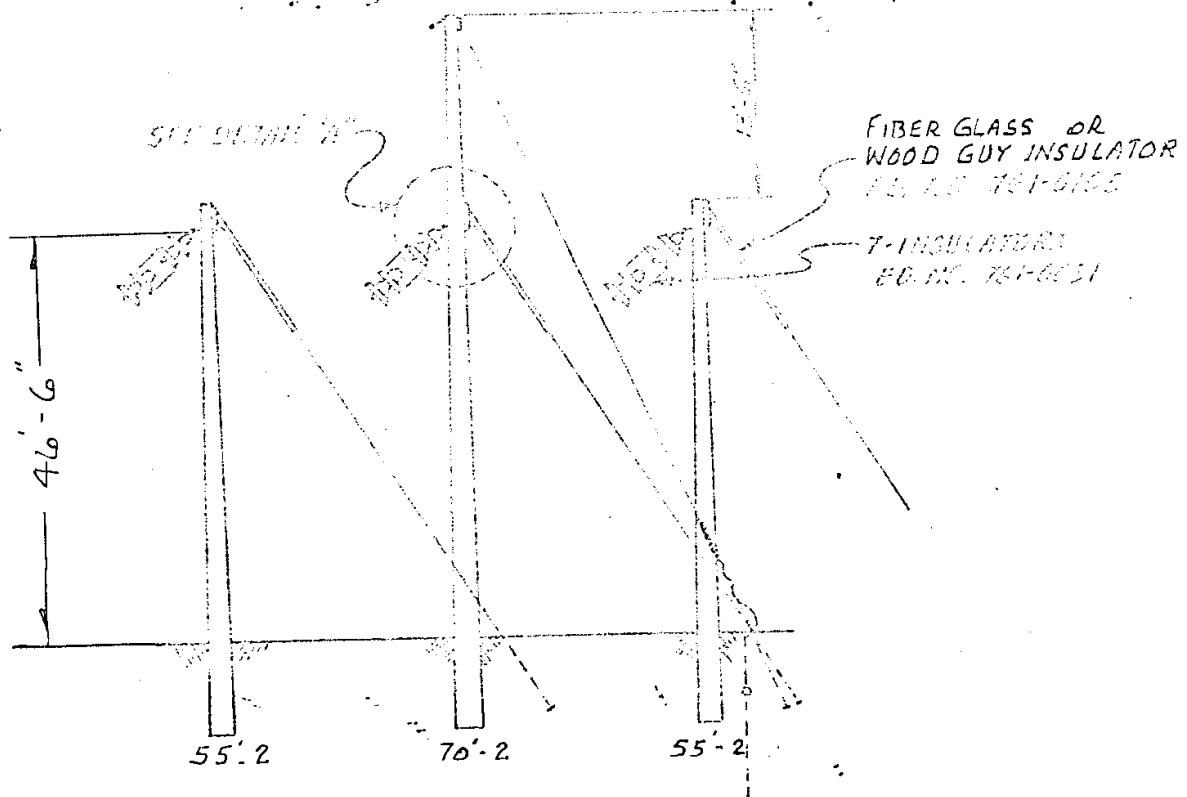
Connections
 Bolted, with 5/8" diameter machine bolts, ASTM Spec A394, latest revision.

Ultimate Unit Stresses
 Tension, net section = 33,000# / in.²
 Compression, gross section, L/R < 150 = 33,000 - 130 L/R# / in.²
 Compression, gross section, L/R > 150 = 24,000 - 70 L/R# / in.²
 Shear on Bolts = 30,000# / in.²
 Bearing on Bolts = 60,000# / in.²



APPROVED <i>J. S. M.</i> <i>M. J. W.</i>		THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
		LAYOUT BY P. H. C.	DRAWN BY W. A. W.
DATE 10-8-1964		SCALE NONE	
SUSPENSION TOWER TYPE AL		DRAWING NUMBER AL	

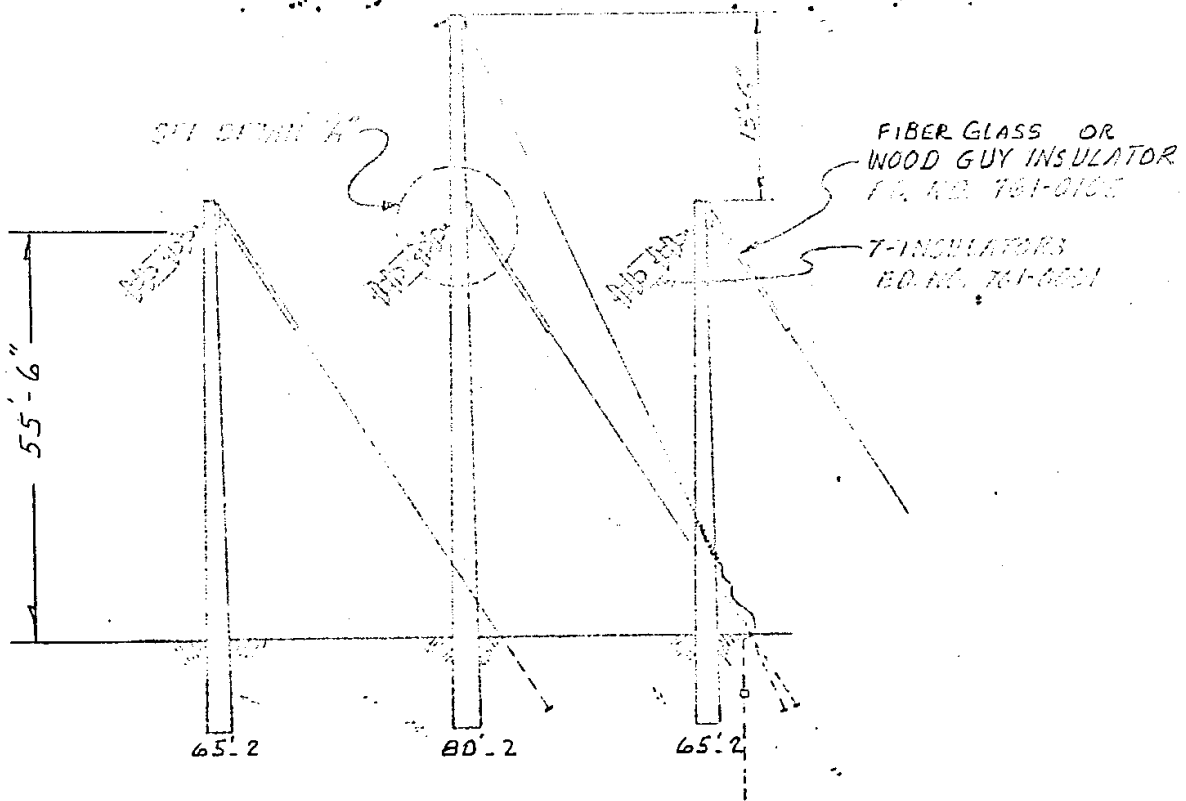
RECORDED RIGHT OF WAY NO. 26533



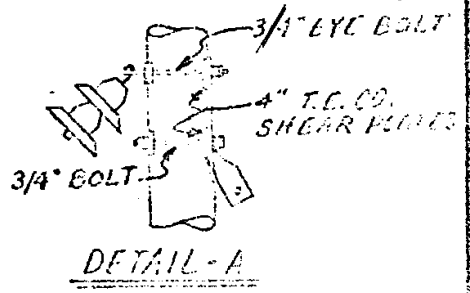
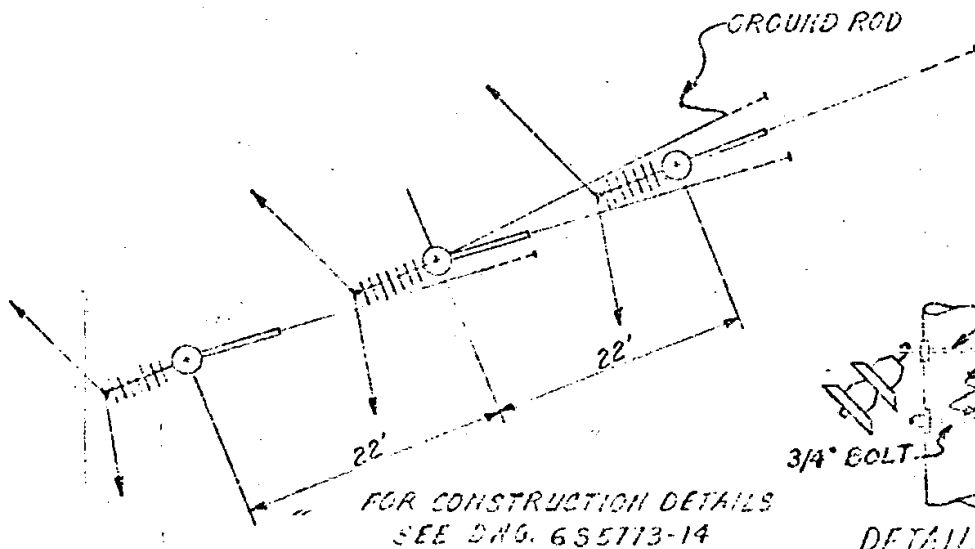
RECORDED RIGHTS ON WAY NO. 26533

MODIFIED (H.P.O.) # 522
HORIZONTAL PULL OFF
STRUCTURE - 120 KV

THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
LAYOUT BY	J. W.
DATE 1-29-70	WORKING DRAWING NO. FD-1553-A1
SCALE	



RECORDED RIGHT OF WAY NO. 26533



MODIFIED (H.P.O.) # 523
HORIZONTAL PULL OFF
STRUCTURE - 120KV

APPROVED	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
LAYOUT BY	J W	
DATE	1-29-70	ED-1653-A2
SCALE	NONE	

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

December 23, 1970

TO RECORDS CENTER:

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

The Chesapeake and Ohio Railway Company R.R. File No. 131-4-10916

Facilities Covered: One 120,000-volt transmission circuit with one ground wire.
(Crossing No. 2)

Specific Location: Approximately 3200 feet South of Pontiac Trail Road and
approximately 2300 feet East of Wixom Road.

GEN'L. ACCTG DEPT.
ENTERED - CHECKED
CONTRACT BOOK NO
DATE <u>10/27/71</u>
BY <u>[Signature]</u>
CHECKED BY <u>[Signature]</u>

R. R. Valuation Station 20 + 75 Mile Post Opp. 11043 + 00 ML

City/Village Wixom Township Novi, Section 5

County Oakland Detroit Edison Plan No. RX-3929

Agreement/~~Permit~~ Date October 12, 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.

Please assign the same right of way number to Crossing No. 2 as to Crossing No. 1
under the same RX number.

RECORDS CENTER
RECEIVED DEC 30 70
THRU MAIL
CLASSIFIED

DE FORM PD 189 2-64 CS

I. W. Gamble
I. W. Gamble, Supervisor of Rights of Way
Properties and Rights of Way Department
*Have Supp.
Sec. 5
SEH of*

RECORDED RIGHT OF WAY NO. 216 533

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this 12th day of October, 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 one (1) 120,000 volt transmission
circuit and one (1) ground wire (Crossing No. 2)

at a point located at Station 20 plus 75, Lincoln Lead, opposite 11043 plus 00, Main Line

Mile Post --- - Feet, Detroit

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 Dwg. RX-3929, dated 2-13-70

marked for identification "Exhibit A" -----

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

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

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

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

1. Railway hereby licenses and permits Licensee, at its sole risk, cost and expense, to construct, operate, maintain and renew said Crossing across the right of way, tracks, wires and any other facilities of Railway

-----, and of any other person, firm, corporation or association which now or may hereafter have any such facilities on Railway's right of way at or in the vicinity

RECORDED RIGHT OF WAY NO. 4653

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

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

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

Michigan Public Service Commission

and in such manner as not to interfere in any way with the facilities, business or operations of Railway, 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.

RECORDED RIGHT OF WAY 26533

DATA SHEET TO ACCOMPANY DRAWING RX-3929

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Cody - Wixom (Crossing #1) and Wixom - Placid (Crossing #2) 120 KV tower lines over the C.&O. R.R. (Crossing #1) approximately 3235' south of Pontiac Trail Road and approximately 2,200' East of Wixom Road (Crossing #2) approximately 3200' South of Pontiac Trail Road and approximately 2300' East of Wixom Road. Town 1N., Range 8E., Section #5, City of Wixom, Oakland County, Michigan.

Circuits

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

Towers and Crossarms

Steel towers as per attached Dwg's. T-5447, T-8414 and AL.

Poles

Wood poles (Class #2) For details of (H.P.O.) structure see Dwg. ED-1653-A.

Conductors

3 - 954 MCM 54/7 ACSR and (1) 7/16" steel ground wire at each crossing.

Insulators

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

Guy and Guy Attachments

As per Dwg. ED-1653-A

Guy Clamps and Insulators

As per Dwg. ED-1653-A

Guy Anchor and Anchor Rods

As per Dwg. ED-1653-A

Suspension and Deadend Details

As shown on Dwg. RX-3929.

APPROVED
E. M. Hastings, Jr.
UTILITY ENGINEER

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

RESERVED RIGHT OF WAY NO. 21533

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

April 25, 1978

Mr. Bruce Bordner
Office Engineer
Michigan Dept. of State
Highways & Transportation
P.O. Box 1226
18101 Nine Mile Road
Southfield, MI 48075

APPROVED

APR 27 1978
Bruce A. Bordner
DIST. UTILITY ENGINEER
MICHIGAN STATE HIGHWAY DEPT.

Gentlemen:

The Detroit Edison Company plans to construct, operate, and maintain an overhead line in the City of Wixom, Novi Township, Oakland County.

The line will cross the tracks of the Chesapeake & Ohio Railroad.

We are submitting this because of construction by Chesapeake & Ohio Railway of three new sets of tracks underneath the Detroit Edison Wixom-Cody and the Coventry-Placid-Wixom 120 kV tower lines.

The railroad has given the following waiver of hearing:

- Waiver dated 4/13/78 enclosed
- Blanket Waiver on file with the MPSC.

The proposed crossing is shown on drawing No. RX-3929B

- This is a new crossing.
- This is a re-construction.

Please grant a State Highway Permit to the Detroit Edison Company for the proposed crossing.

DO NOT WRITE IN THIS BOX	
Application No.	63000-6-78
Permit No.	ME-207-78
Date of Issuance	4-26-78
Fee Amount	EXEMPT
Date	4-26-78
Cash	Bill
By	<i>Hoe</i>

Very truly yours,

John A. Haddow

John A. Haddow
Public Agency Coordinator
Real Estate & Rights of Way

26533



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:

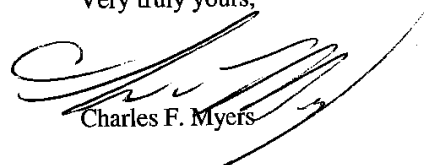
Attached is a fully executed original of the letter of consent dated July 31, 2007.

<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

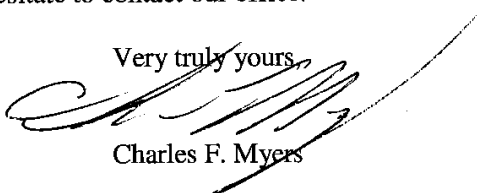
TOTAL DUE \$3,000.00

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,

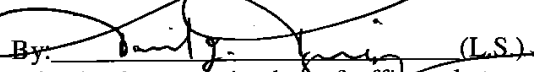


Charles F. Myers

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2		DATE 08/03/2007
PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	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.	
INSURED International Transmission Company Michigan Electric Transmission Co., LLC 39500 Orchard Hill Place Suite 205 Novi, MI 48375	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: Federal Insurance Company	20281-001
	INSURER B: AEGIS GRP	03131-000
	INSURER C:	
	INSURER D:	
	INSURER E:	

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	GENERAL LIABILITY <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
		AUTOMOBILE LIABILITY <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) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <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 \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 16940

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. Mention

Application Date: FEB. 2, 2007

Project Owner Information:	<input type="checkbox"/> Check here if agreement should be mailed to this address
1. Complete <u>Legal Name</u> 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 A. MENTION</u> Title: <u>PROPERTY MANAGEMENT SPECIALIST</u>	
3. Telephone: <u>248 374-7257</u> Fax: <u>248 374-7260</u> E-Mail: <u>BMENTION@ITC-TRANS.CO.COM</u> Company Emergency Contact Number (in case of derailment, fallen wire/pole, etc.): <u>1-877-482-</u>	
4. Street Address: <u>39500 ORCHARD HILL TRAE</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 _____	

Engineer/Consultant Information:	<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: _____	

Project Information:	(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>RX3929C</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>230W</u> No. of Phases: <u>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 54/7 ACSR</u>	
21. Is this both a Crossing and Parallelism? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

FILE R26533

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: 45.4 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

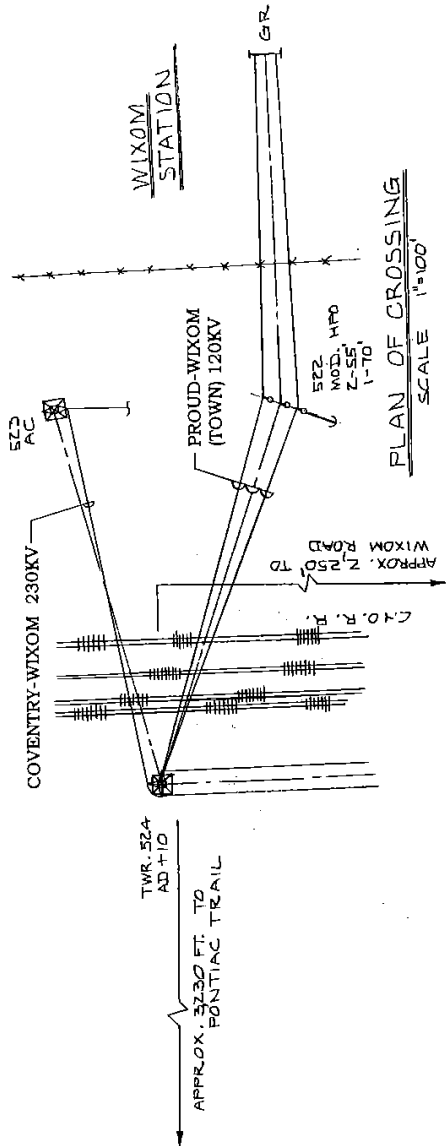
Railroad Use Only:

Division WASTON Subdivision SEYMOUR No. of Crossings: 2
 Absolute No.: 18263 Valuation Section/Map No.: 41B/49
 Valuation Station: 20+75 LINCOLN Lead.
 Milepost: CC 71.49 PP 4 16940
CA 057238

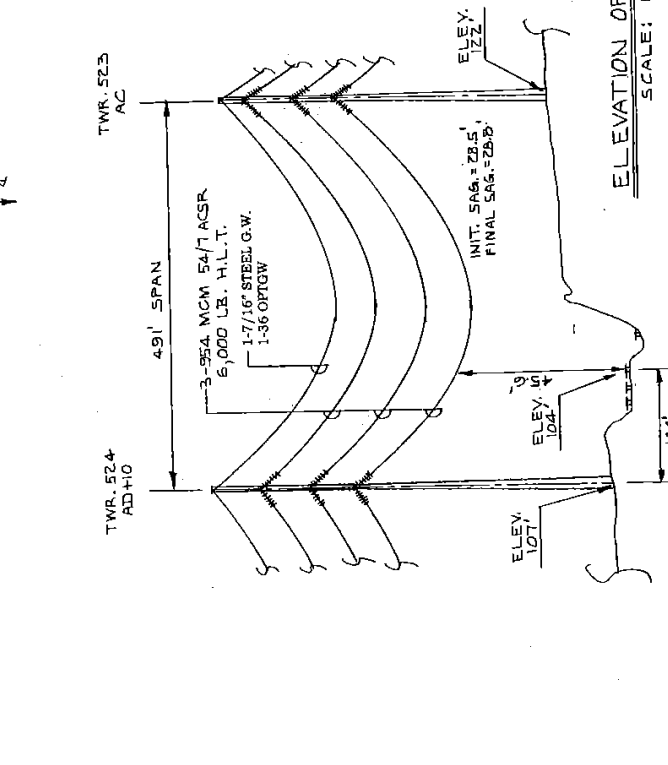
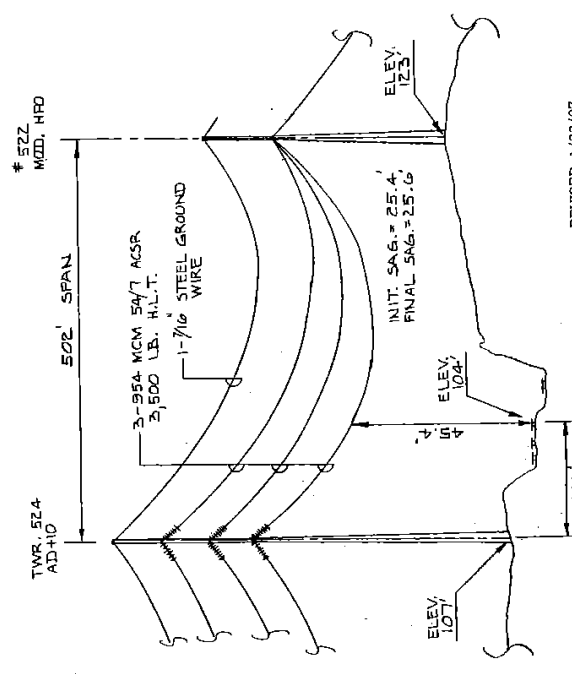
Roadmaster No.: 525 Contr. Type: FITEX Fiber? N
WIPWX copy 4/23/17



NORTH ARROW



PLAN OF CROSSING SCALE 1"=100'



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

ALL DIMENSIONS AT 60°F

REVISED 1/23/07

THE DETROIT EDISON COMPANY
 PLAN SUBMITTED TO
 MICHIGAN PUBLIC SERVICE COMMISSION
 FOR 120KV & 230KV CROSSINGS
 OVER C & O. R. R.
 DRAWN BY C. VAN PARIS DATE 3-15-78
 APPROVED BY [Signature] DATE 3-17-78
 PERMIT NO. 14626
 DRAWING NO. **ED-ME-207-78**
 SECTION NO. **5**
 DATE **4-26-78**
 DRAWN BY [Signature] DATE 3-17-78
 APPROVED BY [Signature] DATE 3-17-78
 PERMIT NO. 14626
 DRAWING NO. **RX-3929C**
 SECTION NO. **5**
 DATE **4-26-78**



Engineering Department



Operating Headquarters Building
P. O. Box 1800
Huntington, W. Va. 25718

April 13, 1978

File: 131-4-10916

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Attention: Mr. John H. Haddow
Public Agency Coordinator

Gentlemen:

This refers to that certain agreement dated October 12, 1970, amended June 9, 1974, between our respective companies, covering construction, operation and maintenance of an aerial wire line crossing the Railway's right of way and spur track (Lincoln Lead) at Station 21 plus 35, Toledo Subdivision, Detroit Terminal Division (now called Michigan Division), at Wixom, Oakland County, Michigan, and to your letter of April 5, 1978, submitting revised plan to show three (3) sets of additional tracks installed beneath said aerial wire line crossing, as shown on Detroit Edison's Plan RX-3729B, dated March 15, 1978, and data sheet attached hereto and made a part hereof, and the purpose of this letter is to amend the aforesaid agreement accordingly.

This will constitute Railway's consent and approval of the revised drawing with the understanding that said new facilities be subject to the terms and conditions of and covered by the aforesaid agreement as fully as though they had originally been described therein and covered thereby; it being understood and agreed that, except as hereby amended, said agreement shall continue unaltered and in full force and effect.

Please sign this letter-amendment, which is submitted in duplicate, in the space provided below, indicating acceptance of amendment, returning the original to the undersigned.

Very truly yours,

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By *Joe Brand*
Chief Engineer

Letter-amendment acknowledged and agreed to this 20 day April, 1978
THE DETROIT EDISON COMPANY

By *[Signature]* Its ROBERT R. TEWKSBURY, DIRECTOR
Real Estate and Rights of Way Dept.

The Chessie System railroads are the C&O, B&O, WM and affiliated lines. Chessie System, Inc. is the parent for the railroads, Chessie Resources, Inc., Western Pochontas Corp. and The Greenbrier.

26533

Detroit
Edison

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

April 5, 1978

Mr. J. W. Brent
Chesapeake & Ohio Railroad
Huntington, W. Virginia 25718

Proposed Overhead Wire Crossing:

We are submitting this because of construction by Chesapeake & Ohio Railway of three new sets of tracks underneath the Detroit Edison Wixom-Cody and the Coventry-Placid-Wixom 120 kV tower lines.

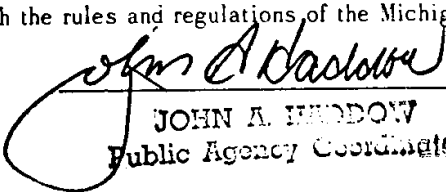
Specific Location

Approximately 3,230 feet south of Pontiac Trail Road and approximately 2,250 feet east of Wixom Road. All in T1N, R8E, Section 5, City of Wixom, Oakland County

R. R. Valuation Station 20 + 75 R. R. Mile Post Opp. 11043 + 00 ML
City/Village Wixom Township Novi
County Oakland Detroit Edison Plan Attached RX-3929B
This is a New Crossing ----- This is a Reconstruction of Existing Crossing -----
Previous Agreement Information (if any) Date 8/14/74 (R. R. Plan) 131-4-10916 ID/82

Blanket Waiver of Hearing Covers ----- Waiver of Hearing Requested XXXXX
(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.


JOHN A. HADDOW
Public Agency Coordinator

DE FORM PD 187 8-68 CS

(OVER FOR)
WAIVER

RECORDED RIGHT OF WAY NO. 24533

DATA SHEET TO ACCOMPANY DRAWING RX-3929B
Revision of Crossing RX-3929A
Crossing No. 1 Covered Under Permit ED2-8-6667 Dated 10/21/70
Crossing No. 2 Covered Under Permit ED2-8-7387 Dated 7/25/74

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Wixom-Cody and the Coventry-Placid-Wixom
120 kV tower lines over the C&O Railroad. Location
approximately 3,230 feet south of Pontiac Trail Road and
approximately 2.250 feet east of Wixom Road. All in
T.1N - R.8E., Section 5, City of Wixom, Oakland County, Michigan.

Circuits

Two 120,000 volt, 60 cycle, 3 phase transmission circuits
with one groundwire each.

Towers and Crossarms

Steel towers as per attached drawings, T-8414 (AD), T-8413 (AC).

Poles

Wood poles (Class #2). For details of HPO structure, see
attached drawings ED-1653.

Conductors

Six 954 Mcm 54/7 ACSR and one 7/16" steel groundwire at each
crossing.

Insulators

Eight 5-3/4" x 10" #48008 in suspension.
Nine 5-3/4" x 10" #47410 in deadend.

Guy and Guy Attachments

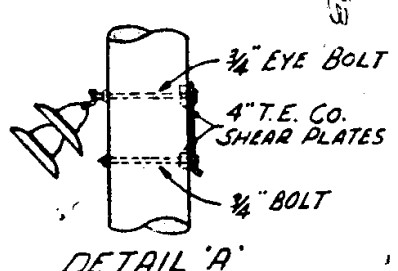
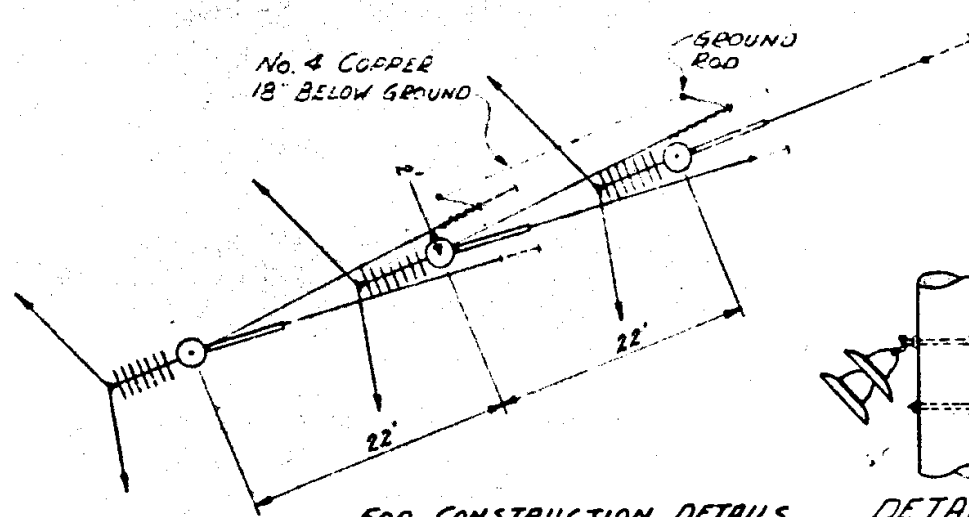
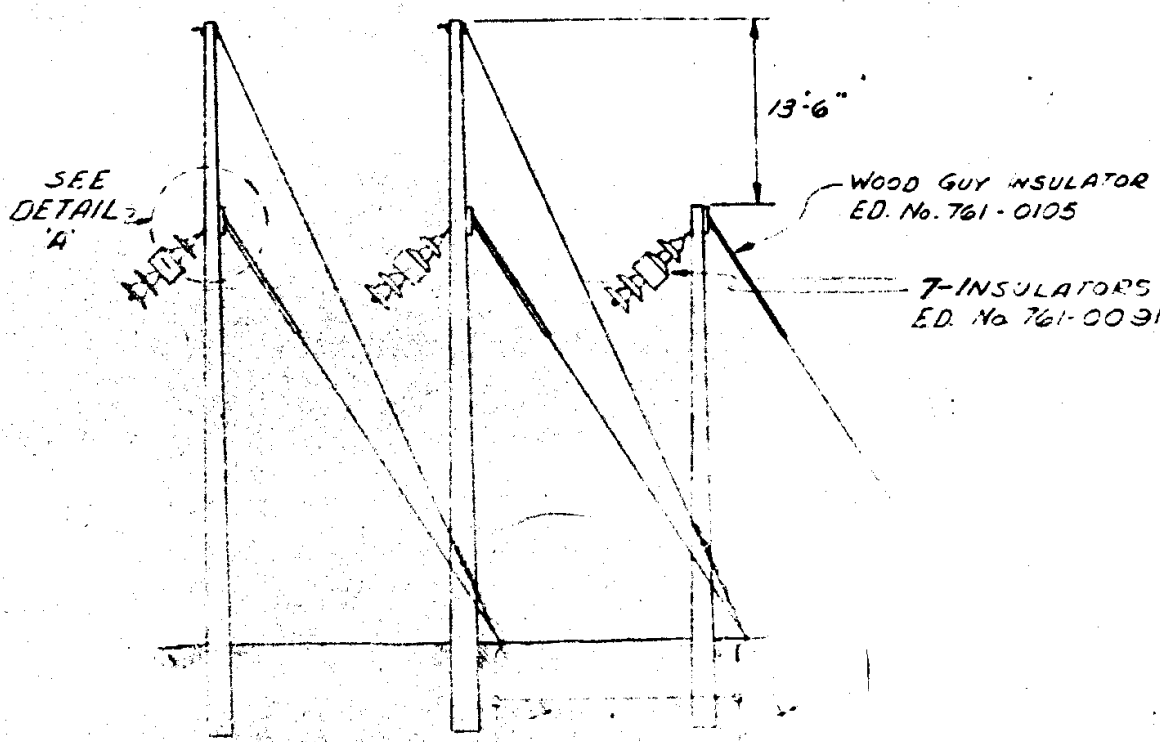
As per attached drawing ED-1653.

Suspension and Deadend Details

As shown on attached drawing, ED1-7430.

RECORDED RIGHT OF WAY NO. 26533

System Engineering Department
CVP/nld 3/27/78



FOR CONSTRUCTION DETAILS
SEE DWG. 655773-14

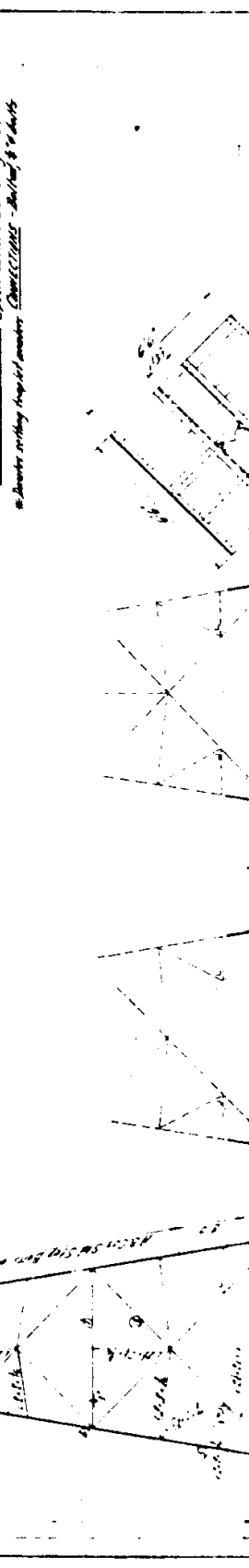
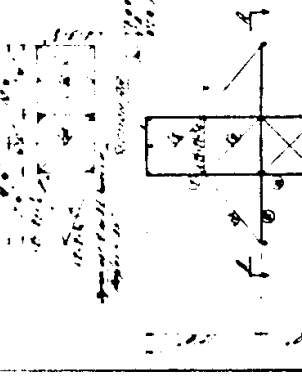
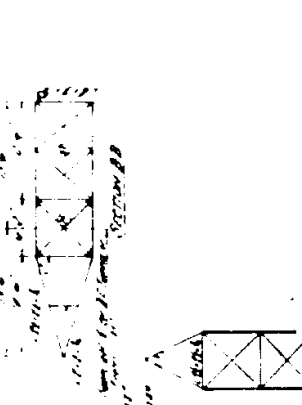
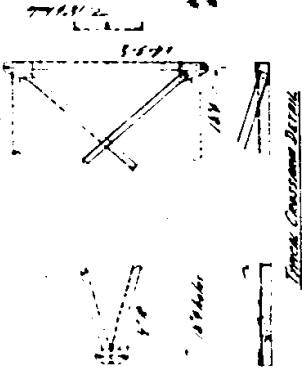
APPROVED J.S.W.	LAYOUT
APPROVED	DRAWN H.R.D.
APPROVED	SCALE NO SCALE

HPO
HORIZONTAL PULL OFF
STRUCTURE 120KV

THE DETROIT EDISON COMPANY PLANNING & PROJECT ENG'G. DEPT.	
DATE 11-29-55	DWG. NO. ED-1653

The tower is designed to support
 one main span and a secondary span. It is
 designed to carry a total weight of 100,000
 lbs. on the main span and 50,000 lbs. on
 the secondary span. The tower is designed
 to be a simple truss structure. The
 members are made of steel and are
 connected by gusset plates. The tower
 is designed to be a simple truss structure.
 The members are made of steel and are
 connected by gusset plates. The tower
 is designed to be a simple truss structure.
 The members are made of steel and are
 connected by gusset plates.

Item	Description	Quantity	Unit
1	Steel	100,000	lbs.
2	Steel	50,000	lbs.
3	Steel	100,000	lbs.
4	Steel	50,000	lbs.
5	Steel	100,000	lbs.
6	Steel	50,000	lbs.
7	Steel	100,000	lbs.
8	Steel	50,000	lbs.
9	Steel	100,000	lbs.
10	Steel	50,000	lbs.
11	Steel	100,000	lbs.
12	Steel	50,000	lbs.
13	Steel	100,000	lbs.
14	Steel	50,000	lbs.
15	Steel	100,000	lbs.
16	Steel	50,000	lbs.
17	Steel	100,000	lbs.
18	Steel	50,000	lbs.
19	Steel	100,000	lbs.
20	Steel	50,000	lbs.
21	Steel	100,000	lbs.
22	Steel	50,000	lbs.
23	Steel	100,000	lbs.
24	Steel	50,000	lbs.
25	Steel	100,000	lbs.
26	Steel	50,000	lbs.
27	Steel	100,000	lbs.
28	Steel	50,000	lbs.
29	Steel	100,000	lbs.
30	Steel	50,000	lbs.
31	Steel	100,000	lbs.
32	Steel	50,000	lbs.
33	Steel	100,000	lbs.
34	Steel	50,000	lbs.
35	Steel	100,000	lbs.
36	Steel	50,000	lbs.
37	Steel	100,000	lbs.
38	Steel	50,000	lbs.
39	Steel	100,000	lbs.
40	Steel	50,000	lbs.
41	Steel	100,000	lbs.
42	Steel	50,000	lbs.
43	Steel	100,000	lbs.
44	Steel	50,000	lbs.
45	Steel	100,000	lbs.
46	Steel	50,000	lbs.
47	Steel	100,000	lbs.
48	Steel	50,000	lbs.
49	Steel	100,000	lbs.
50	Steel	50,000	lbs.



TRANSMISSION TOWERS
 AMERICAN BRIDGE CO.
 PITTSBURGH, PA.
 ORDER NO. 13667
 DRAWING T-28

RECORDED RIGHT OF WAY NO. 26533
 DRAWING T-28

AMERICAN BRIDGE CO.
 PITTSBURGH, PA.
 ORDER NO. 13667
 DRAWING T-28