

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

Charles F. Myers Specialist Contract Adminstration

August 30, 2007

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

Dear Ms. Mention:

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

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

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

- 1. Submit the completed Flagging Request Form (attached) by fax to (904) 633-3460.
- 2. An Outside Party Number (OP Number) will be assigned by CSXT and provided to the Project Contact listed on the form.
- Fax the completed Flagging Form including the OP Number to the CSXT Roadmaster at the fax number provided on the Flagging Form.
 NOTE: A Flagging Form will not be accepted without an OP Number.
- 4. Arrange necessary signal locates by contacting the local CSXT Manager Signals at the phone number provided on the completed Flagging Form.
- 5. If no response is received after one week of faxing notification to the CSXT Roadmaster, follow up by calling the Roadmaster's office (ideally between the hours of 6:30 AM and 8:30AM) at the telephone number provided on the completed Flagging Form.

Very truly yours

Charles F. Myers

Attachment



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

July 31, 2007

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

Dear Ms. Mention:

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

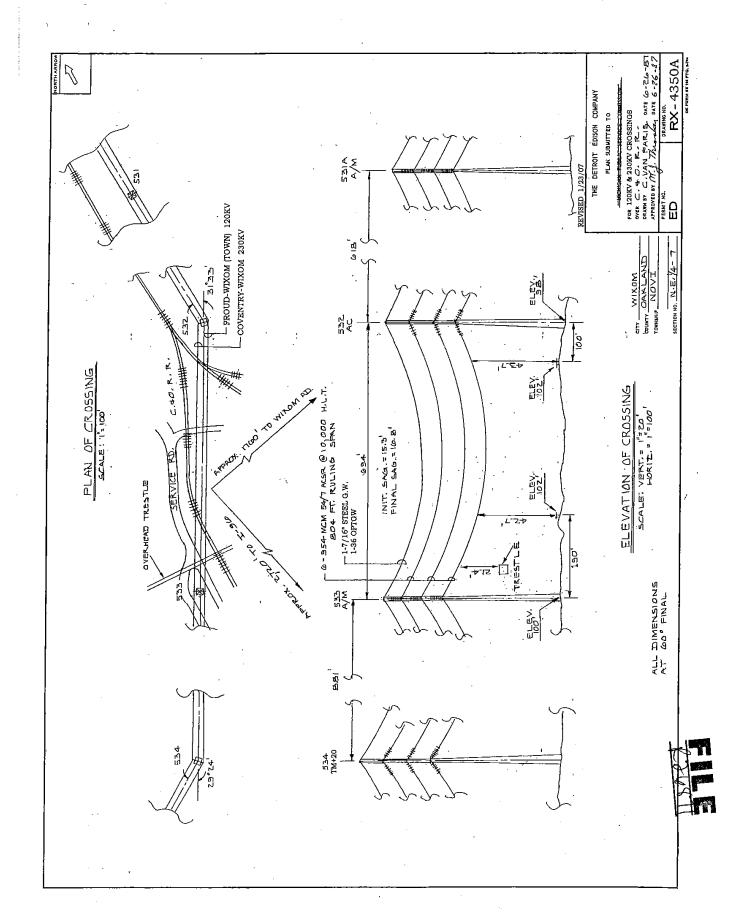
It is our understanding that you desire to reconstruct your overhead wireline facilities by the addition of a 230,000 volt aerial electrical transmission line and fiber optic ground wire for ITC system control traversing over certain tracks identified as follows:

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

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

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

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





CORPORATE REAL ESTATE SERVICES

Project No.

GO1468

Property Name:

Ford Motor Company

Land

Date:

September 28, 1992

To:

Ava D. Thrower Records Center

Thomas Wilson

Subject:

From:

Revision of Easement to Detroit Edison

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

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

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

This easement was negotiated by Thomas Wilson.

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

Attachments

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

E1

CSXT File No. DETED.TRJ

ORIGINAL OUT FOR RECORDING

DATE 4-27-92

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

Counterpart No. 11 of 11

PIPELINE AND OVERHEAD ELECTRIC TRANSMISSION LINE EASEMENT

On Accidentation, Grantor, in lieu of condemnation, grants to Grantee a non-exclusive, permanent easement on land called the Easement Area.

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

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

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

A-24; A-25; A-26

A-33

Washtenaw

Wayne

| County | Exhibit No(s). |
|------------|--|
| Huron | A-36 |
| Ingham | A-44 |
| Monroe | A-4; A-5 |
| Livingston | A-18; A-19; A-20; A-21 |
| Oakland | A-9; A-10; A-12A; A-15; A-23A; A-23B; A-38; A-45 |
| Sanilac | A-30B; A-31; A-32; A-34; A-37; A-46 |
| St. Clair | A-16; A-27; A-28; A-29; A-30A; A-41 |

A-1; A-2; A-3; A-6; A-7; A-8; A-11; A-12B; A-13;

A-14; A-17; A-22; A-35; A-39; A-40; A-42; A-43

WILLSON THE SO LABIN METHODSO

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

4. Relocation of Grantee's Facility:

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

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

7. Construction and Maintenance:

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

8. Additional Easements:

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

10. Inductive Interference:

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

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

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

Witnessed by:

CSX TRANSPORTATION, INC.:

Rothrym R. Casey

Witnessed by:

THOMAS WILSON

Pearl E. Kotter'

Assistant Secretary)
THE DETROIT EDISON COMPANY:

Paul W. Potter, Director (Corporate Real Estate)

ON AVE 30 CHRITH REPUNISE

| _ | | , and LYNNE B. KLOPE | , |
|--------------------------|---|---|---------|
| | Assistant Secretary | of CSX Transportation, I | Inc., a |
| ginia c | orporation, for the corporat | :ion. | |
| wb: | ROBERT L. VINE INC. EARY PUBLIC, STAIL OF FLORIDA COMMISSION BLOOMS Dec. 7, 1993 Commission No. A A 7 3 0 5 1 0 | Notary's Strutt Chealt | lon |
| | eled thru Patterson-Secht Agenuy | | |
| | | r. Michigan on 16, April | |
| nowledg | ed before me in Wayne County | y, Michigan on16, April | , the |
| nowledg | | | , the |
| nowledg | ed before me in Wayne County Paul W. Potter | and Elaine M. Godfrey | ~~~~ |
| nowledg 1, by _ rector- | Paul W. Potter Corporate Real Estate sistant Secretary | and Elaine M. Godfrey of GEN Transportation, | ~~~~ |

.

- 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 ANC.

By: Ola (L.S.)

Print/Type Name:
Print/Type Title:
Marie A. Musfeldt

Director

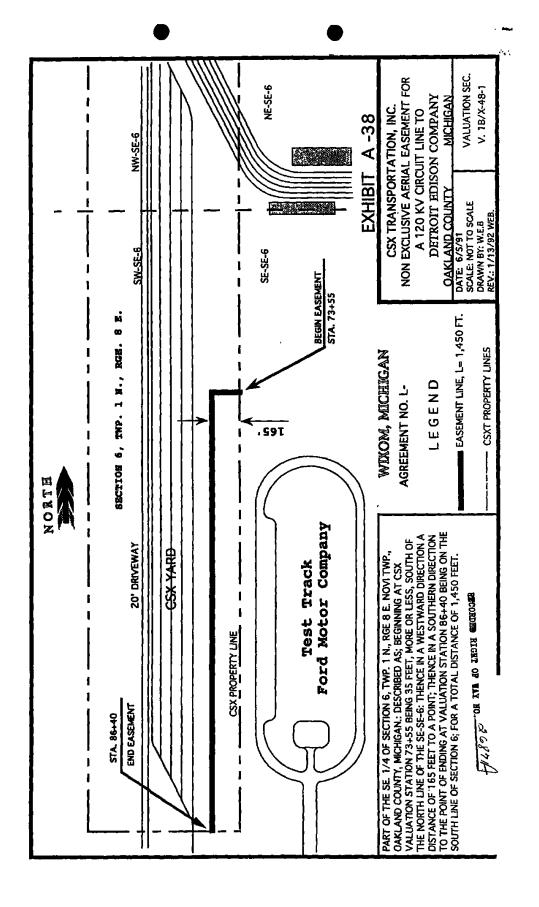
ITC TRANSMISSION COMPANY

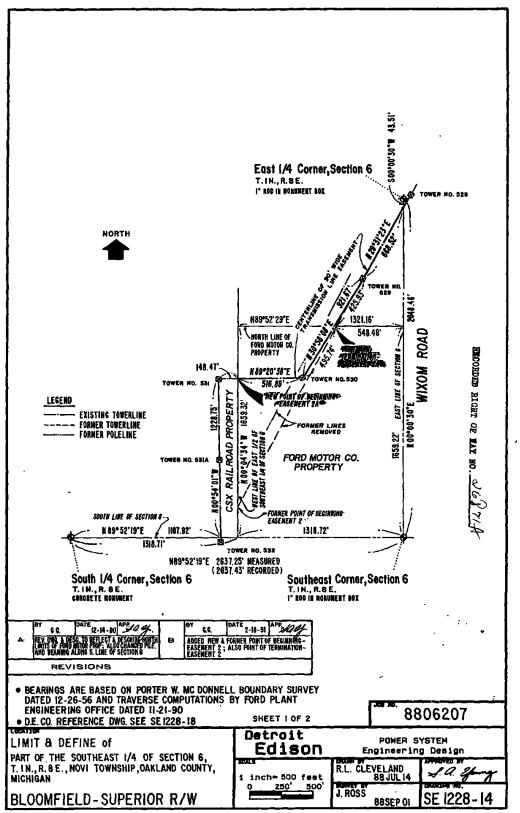
Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: Daniel J.) ginsky

Print/Type Title: Vice President

Tax ID Number: <u>81-0596181</u> ____





TRANSMISSION LINE EASEMENT

EASEMENT 2A

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

Described by its centerline as:

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

Thence North 89020'38" East 516.89 feet;

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

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

RECORDED RIGHT OF WAY NO. 26871.

SHEET 2 of 2

2-18-91

REVISION B

DEATHS TO THE SOUTHEAST 1/4 OF SECTION 6, TIN, R8E, NOVI TOWNSHIP, OAKLAND COUNTY, MICHIGAN

BLOOMFIELD - SUPERIOR R/W

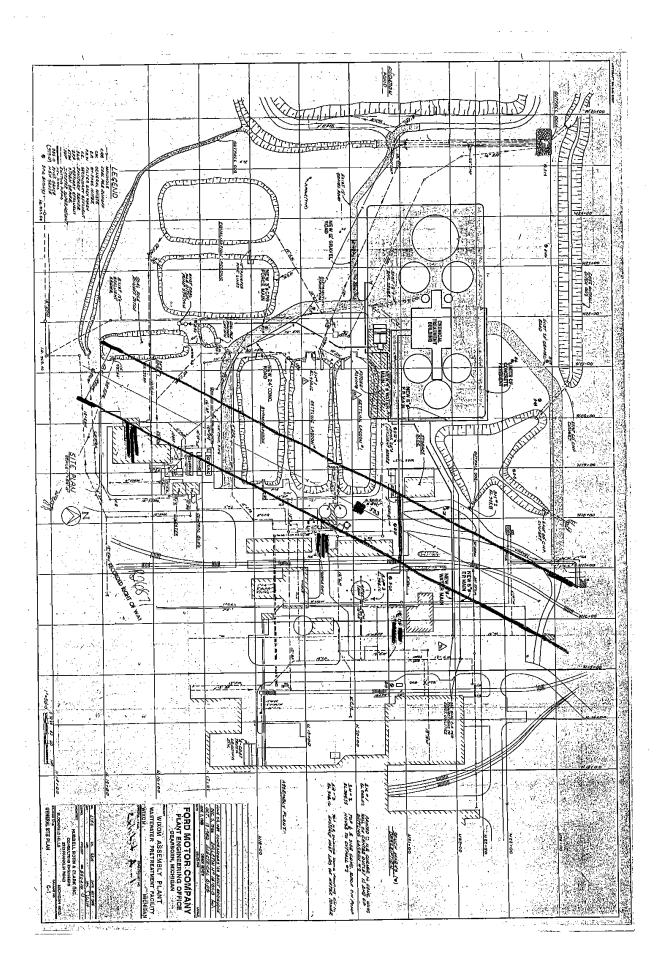
Detroit Edison

OPERATIONS RESOURCES

1 inchfeet

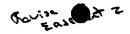
DUVINE Ó J. Ross SE 1228-14

8806207



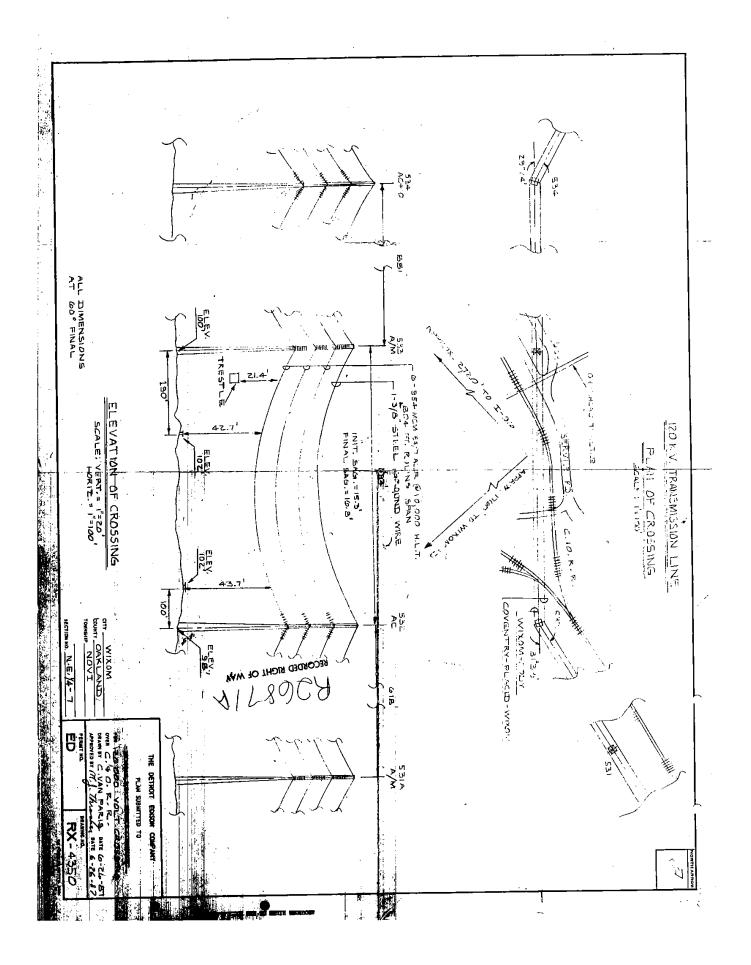
RSURTIA

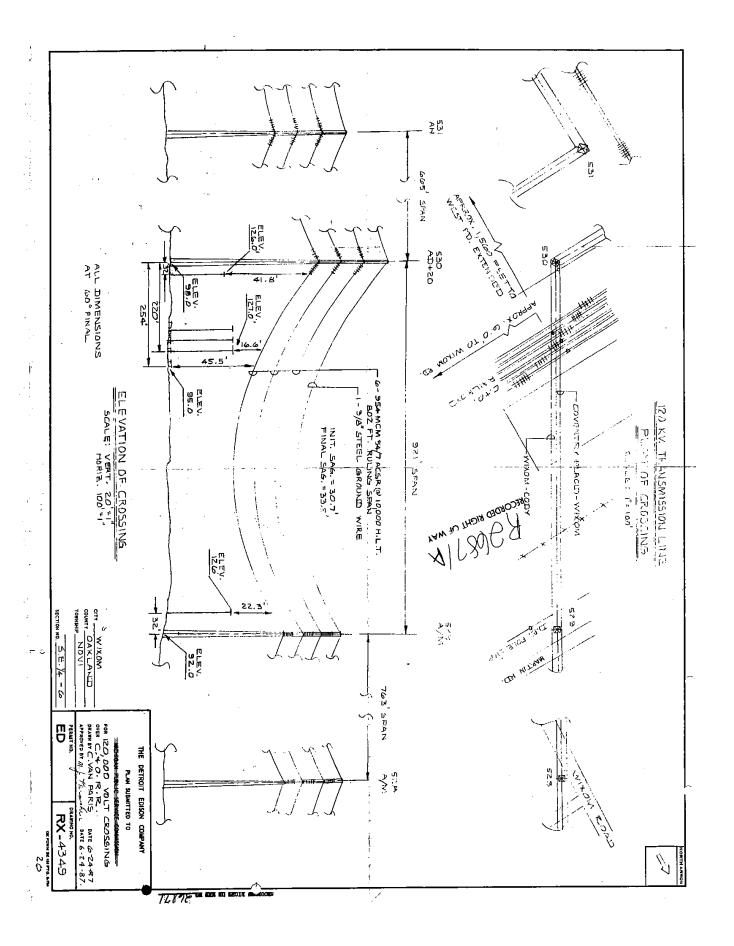
APPLICATION FOR RIGHT OF WAY



PLEASE SECURE RIGHT OF WAY AS FOLLOWS

| | April 1, 1987 |
|--|--------------------------------------|
| LOCATION Near Wixom Pole Yard | APPLICATION NO. TL-258 |
| Wixom-Cody 120 kV Line | DEPT. ORDER NO |
| CITY OR VILLAGE CITY OF WIXOM | OF W NO |
| TOWNSHIP Novi county Oakland | BUDGET ITEM NO |
| DATE BY WHICH RIGHT OF WAY IS WANTED April 30, 1987 | INQUIRY NO. |
| THIS R/W IS % OF TOTAL PROJECT NO ACCUM . | JOINT RIGHT OF YES NO X |
| NOTE: Identify on print or sketch the subdivisions as to section location and liber KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED New easement on approximately 2,000 ft. in length for the construction of transmission line plus 30 ft. of tree right | r and page. |
| KIND AND DESCRIPTION OF RIGHT OF WAY REQUESTED New easement on | Chessie System property, 90 ft. wide |
| approximately 2,000 ft. in length for the construc | tion and maintenance of a double |
| circuit transmission line plus 30 ft. of tree righ | ts on each side. See sketch T.L.Y. |
| 3-16-87. | BIGHT |
| For relocating portion of Wixom-C | |
| request of Ford Motor Company. | YAK |
| Together to the most of the mo | NO. |
| | 24 |
| 1 | Howe 3 |
| Jason Howe | • |
| 518 G.O. U | Power System Organization DEPARTMENT |
| REPORT OF REAL ESTATE AND RIG | HTS OF WAY DEPT |
| | |
| | |
| | |
| | |
| | <u> </u> |
| | |
| PERMITS IN GENERAL FILES | GRANTOR |
| NO OF PERMITS NO OF STRUCTURES | |
| , | No of miles |
| DATE SIGNED | |





CORPORATE REAL ESTATE SERVICES

Job Project No.:

Railroad Project No.:

B03667 RX4350

Project Identification:

Date:

January 28, 1992

To:

Records Center

From:

Thomas Wilson

Subject:

Wire Crossing of Railroad Tracks

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

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

Please incorporate these papers into Record Center File 26871.

Attachments

cc: C. F. Van Paris

A-1

Serving Customers

BECORDED RIGHT OF WAY NO. 26871A

| ^ | 7 | | | | | | | | - 1 | OI. | 10 180 | io he | iu, | | |
|---|----------|--|---------------------|---------------|---------------------|----------|----------------|----------------------|---------------------|--|---|------------------------|------------------|--------|---------|
| | | eture (Ag | ent) | lu | ى س | عہ | e | | | | | | | | |
| ١ | PS Form | n 3811, | Nove | nber | 1990 | # U.I | s. GPO | : 1991- | -287-0 | 804 | DON | IEST | TC I | RETURN | RECEIPT |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | _ | | | | | | | | | | | | | | |
| | 1 | | | | | | | | | | - | | | · | • |
| | 1 | | r | Ţ | | , | , - | | _ | , . . | - | | | | _ |
| | 1 | 卓 | 1 | | 10 | | 1 | - | | | | ł | 1 | | |
| | - | CERTIFIED MAII COVEMOR PROVIDED FRINKTIONAL KALL | 1. | 7 E | 27/25 |] | 1 | | | | | | | | |
| | 974 | IPT FOR CERTIFIED IN INSURANCE PROVICED NOT FOR INTERNATIONAL MAIL | 7 | ي کالو | 3 | <u>پ</u> | ┼- | ┼~ | + | | ∤ - | 10 | 1 | | |
| | 1 | 1 2 3 | rse) | 33 | ∄ ≿ | ł | 1 | | | 1 | É | | 1 | 15 | |
| | 199 | CEF | Severse Officers | 20 | 3. | | 1 | 1 | | 1 | of ₹ | l n | l | 1 | |
| | ~ | | | 2.5 | 183 | | | | 3 | P. S. | 50 | Į. | 1 | 7 | |
| | 027 | RECEIPT FOR MUSURANCE NOT FOR IN | ۽ راءِ | 700 | State, and ZIP Code | | | 1 P | r in | S S S | t sho | S S | age ge | 7- | |
| | n_ | ᄗᆑᇎᄝ | EG. | 3 2 | الراة | | E. | 1 | å | 3 6 | Add | ig. | 8 | | |
| | 1 | Æ | Sent to | Street and No | , , | Postage | Certified Fee | Special Delivery Fee | Restricted Delivery | Return Receipt showing to whom and Date Delivered | Return Receipt showing to whom. Date and Address of Delivery | TOTAL Postage and Fees | Postmars or Date | | |
| | 82 | | 3 | ঠ | 2 | g. | ğ | Š | ě | ğ. | P S | 707 | ğ | | |

SENDER:

• Complete Items 1 and/or 2 for additional services.

• Complete Items 3, and 4e & b.

• Print your name and address on the reverse of this form so that we can retruin this card to you.

• Attach this form to the front of the melipiece, or on the back if epace doze not permit.

• Write: "Resum Receipt Requested" on the melipiece below the article number or the Resum Receipt Res will provide you the algorithm of the person delivered to and the date of delivery.

3. Article Addressed to:

Mr. J. R. Kymer

Mustion Ingineer

CX Transportation

12-780 Levan Rd.

Lulowa, MI 48/SD

7. Date

7. Date

LIVOTUR, MI 48150

5. Signature (Addressee)

I also wish to receive the following services (for an extra

1. D Addressee's Address 2. Aestricted Delivery

Aa. Article Number

POST 667 974

4b. Service Type
Registered Ineured

☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery

GC R

8. Addresser's Address (Coly if requested and fee is peld)

PS Form 3800, June 1985

tee):

RECORDED RIGHT OF MER HO 268

Detroit
Edison 2000 Second Avenue
2000 Second Avenue
2010 Second Avenue

December 4, 1991

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

Re: Wire Crossing Notification

Dear Mr. Rymer:

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

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

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

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

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

Sincerely,

Thomas Wilson

Real Estate Associate

Room 2310 WCB

cc: C. F. Van Paris Attachments B12

Certified Mail Return Receipt Requested

| AC | ORD, CERTIFIC | 877-945-7378 | THIS CERT | IEICATE IS ISSI | IED AS A MATTER | OF INF | 03/2007 ORMATION |
|----------------------|---|--|---|---|--|---------------------|--------------------------------|
| KODOCEK | Willis North America, 26 Century Blvd. | | ONLY AND |) CONFERS NO THIS CERTIFICA | D RIGHTS UPON T ATE DOES NOT AM FFORDED BY THE I | HE CE End, ex | RTIFICATE XTEND OR |
| | P. O. Box 305191 Nashville, TN 3723051 | 91 | INSURERS A | FFORDING COV | ERAGE | | NAIC# |
| ISURED | International Transmis | sion Company | INSURER A: Fed | eral Insurance | Company | | 20281-001 |
| | Michigan Electric Tran 39500 Orchard Hill Pla | smission Co., LLC | INSURER B: AEG | IS GRP | | | 03131-000 |
| | Suite 205 | Ca | INSURER C: | | | | |
| | Novi, MI 48375 | | INSURER D: | | | | |
| | | | INSURER E: | - | <u>-</u> | | |
| ANY RE | AGES LICIES OF INSURANCE LISTED BEI EQUIREMENT, TERM OR CONDITION ERTAIN, THE INSURANCE AFFORDE ES. AGGREGATE LIMITS SHOWN M | ON OF ANY CONTRACT OR CITIES ON BY THE POLICIES DESCRIBED I | R DOCUMENT WITH HEREIN IS SUBJECT CLAIMS, | TO ALL THE TERI | MS, EXCLUSIONS AND C | | |
| SR ADD'L FR INSRD | | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIN | IITS _ | |
| X X | GENERAL LIABILITY | 37112263 | 2/28/2007 | 2/28/2008 | EACH OCCURRENCE | \$ 1 | .,0 <u>00,000</u> |
| | X COMMERCIAL GENERAL LIABILITY | | | ! | DAMAGE TO RENTED PREMISES (Ea occurence) | \$ | 100,00 <u>0</u> |
| | CLAIMS MADE X OCCUR | | | | MED EXP (Any one person) | \$ | 5,000 |
| | | | | | PERSONAL & ADV INJURY | _ | . <u>,000</u> ,000 |
| | | | | | GENERAL AGGREGATE | | <u>,,000,000</u> |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | \$ \$ 2 | .,000,000 |
| | AUTOMOBILE LIABILITY ANY AUTO | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| | ALL OWNED AUTOS SCHEDULED AUTOS | | | | BODILY INJURY (Per person) | \$ | |
| | HIRED AUTOS NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | | |
| | ANY AUTO | | | | OTHER THAN EA ACC AUTO ONLY: AG | | |
| , | EXCESS/UMBRELLA LIABILITY | X3777A1A07 | 2/28/2007 | 2/28/2008 | EACH OCCURRENCE | \$ 2 | 2,000,000 |
| | OCCUR X CLAIMS MADE | | | | AGGREGATE | \$\$ | 2,000,000 |
| | DEDUCTIBLE | | | | | \$ | |
| | RETENTION \$ | | | | WC STATU- 01 | * 'H- | |
| | RKERS COMPENSATION AND PLOYERS' LIABILITY | | | | | S S | |
| ANY | PROPRIETOR/PARTNER/EXECUTIVE | | | | E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOY | | · · · · · |
| | ICER/MEMBER EXCLUDED? s, describe under | | | | E.L. DISEASE - POLICY LIM | | |
| SPE | CIAL PROVISIONS below | | | | L.E. DIGENCE T CEIOTEIN | ., | |
| | | | | | | | |
| t is | ion of operations/Locations/Vehicl agreed that CSX Tran al Liability, but solo ad as required under t | sportation, Inc. is i elv in regards to wor | naluded ag a | n Additiona | al Insured as r on behalf of | espect the Na | ts to amed |
| | | | | | <u>. </u> | | |
| ERTIF | ICATE HOLDER | | CANCELLA | | | | _ |
| | | | DATE THEREO | F, THE ISSUING INSUF E CERTIFICATE HOLDI | BED POLICIES BE CANCELLE RER WILL ENDEAVOR TO MA ER NAMED TO THE LEFT, BU ITY OF ANY KIND UPON THI | AIL 30 T FAILURE | _ DAYS WRITTE TO DO SO SHAI |
| | | | IMPUSE NO OL | SEIGRITOR OR LINBIL | OF ANT KIND DECALEN | - A-CONER | , , |
| | SX Transportation, Inc. | | REPRESENTAT | IVES | | | |

 $(-2e^{2})_{i,j} = (-e^{2})_{i,j} = (-e$



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

| Comment ners of anniggary Detroit Edison | Tel.:(313) 237-8316 |
|--|-----------------------------|
| Correct name of applicant Detroit Edison Post Office Address 2000 Second Avenue City & State | Detroit, MI Zip 48226 |
| Partnership - name and initials all partners, women - given and | surnames before marriage |
| AMILIELAUTH a Burn wire thirties wir herress) and a fine and | |
| and present | Municipality Detroit |
| Proceed line crossing will be located bet | |
| Proposed line crossing will be located bet and (Railroad Stations) feet | of MP No. VS |
| and (Railroad Stations) feet Angle between center line of right of way and wire line will be | 60 degrees |
| Number of Railroad Company's tracks to be crossed 6. Number | of note lines crossed 2 |
| Alternating current Yes Voltage 120,000 No. Phases 3 | Warra 60 |
| Direct current Voltage Amperes | MCTL2 |
| Direct current Apirage | |
| Height of wires above top of rail at 60° F 42.7 Feet Sag in | n Spans at 60° F 16.8 |
| Height of wires above Railroad communication and signal wires | at 60° FFt |
| Maximum voltage 120,000 Maximum current 1,800 | |
| Maximum fault to ground current . Height of wire supports | above ground level 89 Ft. |
| Haterial (encasement) | |
| Outside diameter | |
| Wall thickness | |
| Total length within RR right of way 0 | • |
| Bury: Base of rail to top of casing | |
| Bury: Not beneath tracks | • |
| Bury: Roadway ditches | ACCD |
| Conductors - (a) Number 6 (b) AVG gauge 954 MCM (c) Materi | AL ACSK |
| Type of wire supports Size Palse Dead Ends Number of poles to be located on Railroad Company's right of t | * |
| Number of poles to be located on Railroad Company's right or | Fan 100 |
| Distance from butt of noie to nearest Tail of main track | FEEL |
| miles of many the property of the material and the singulation | , .cc |
| If additional wire line attachments or revisions are to be made | TE FO EXISTING FIGURES, |
| please advise date of agreement. | |
| Will line exclusively serve parton of Railroad? No Name: Will this line run parallel or approximately parallel to Rail | road Company's tracks |
| anywhere? Give approximate separation from our signal a | nd telephone wires: |
| | |
| Will line be located in public road right of way? NO If so | , give name and road |
| | |
| number | directly |
| pplication is approved, applicant agrees to reimburse the Rail | road for any costlincurred |
| | |
| And the state and further agrees to assume all liability for a | sceidents or injuries which |
| as)a(result of this installation. | |
| | / ≒∾ |
| July 13, 1987 - Signature and Title of Office | This top April Continu |
| Signature and Title of Offi | cer egigning vbbilcarion |

ROBERT R. TEWKSBURY, DIRECTOR REAL ESTATE AND RIGHTS OF WAY SECONDE RICE OF THE NO. 216 X

DATA SHEET TO ACCOMPANY DRAWING EX-4350

Name of Company:

The Detroit Edison Company

Name and Location of Crossing:

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

Circuits:

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

Towers and Crossarms:

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

Conductors:

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

Insulators:

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

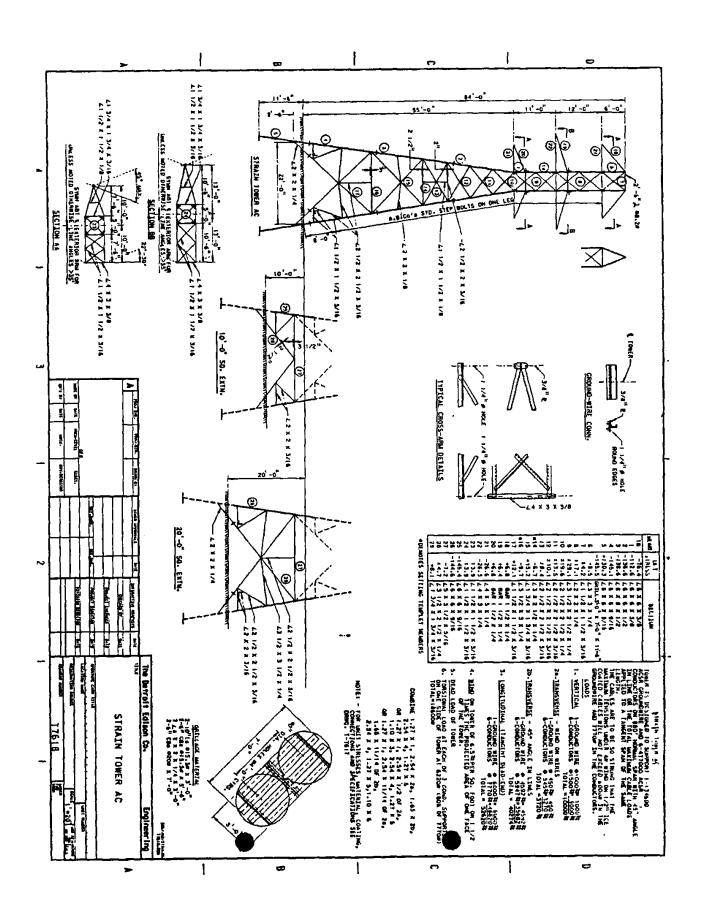
Guy and Guy Attachments:

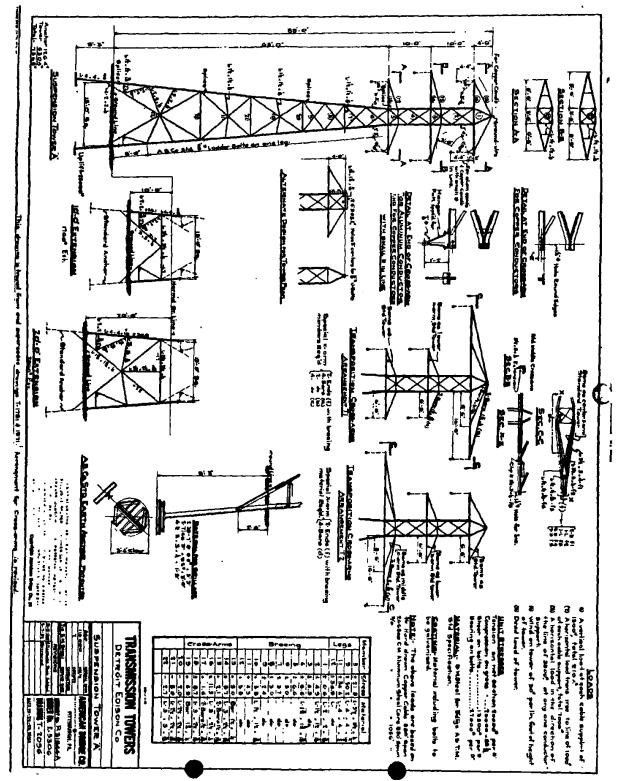
None.

Suspension and Deadend Details:

See attached drawing ED1-7430.

Power System Organization CVP/1m 06-29-87





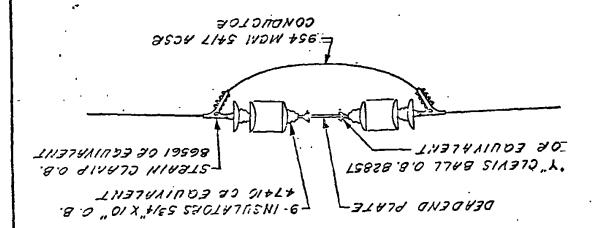
CENTER LENGINGERING DEPRATMENT

CATEL - 25 - 71

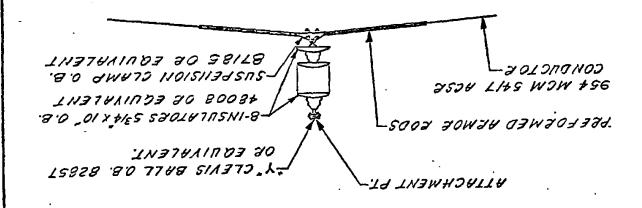
DATE L - 25 - 71

OSTE L - 25 - 71

STIHLAO K,SSH ONAOHAO B NOISNAASNS NX OZI



57141**30** X.SSH ON**30430**



XSSU NOISNAGOS

CORPORATE REAL ESTATE SERVICES

Job Project No.:

Railroad Project No.: Project Identification: B03669 RX4349

Date:

January 28, 1992

To:

Records Center

From:

Thomas Wilson ⊃ \(\times \)

Subject:

Wire Crossing of Railroad Tracks

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

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

Please incorporate these papers into Record Center File 26871.

Attachments

cc: C. F. Van Paris

A-1

RECORDED RIGHT OF MAN RO. 268714

| Se | YY K | 'n | g(| ust | on | e | S |
|----|-------------|----|-------|--------|-----|---|---|
| | ash | 10 | 11/11 | and in | 10% | | |

| SENDER: - Complete items 1 and/or 2 for additional services. - Complete items 3, and 4e & b. - Print your name and address on the reverse of this form so the return that card to you. - Attach this form to the front of the malipiace, or on the back it does not permit. - Writs "Return Receipt Requested" on the melipiace below the arti- - The Return Receipt Fee will provide you the signature of the perset to and the date of delivery. | 1 apace 1. Addressee's Address |
|--|--|
| 3. Article Addressed to: Mr. J. R. Rymer Division Engineer CSX Transportation 12780 Levan Rd. Livonia, Mi 48150 | 4a. Article Number P 0-27 6 6 6 8 75 4b. Service Type Registered Insured Cortifled COD Express Mall Return Receipt for Merchandise 7. Date of Delivery |
| 5. Signature (Addressee) 6. Signature (Agent) Agent) | 8. Addressee's Address (Gply if requested and fee is paid) |
| PS Form 3811, November 1990 ± U.S. GPO: 1991-287 | 4006 . DOMESTIC RETURN RECEIP |

ź.

| PS Form 3800, June 1985 |
|-------------------------|
|-------------------------|

arconduct at the surgest of the surg



December 4, 1991

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

Re: Wire Crossing Notification

Dear Mr. Rymer:

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

- Location: Approximately 620 feet west of Wixom Road and 1,560 feet north of West Road extended.
- Detroit Edison Project and Crossing Nos.: B03669, RX4349, 2. Record Center File No. 26871.
- This is a new crossing. 3.
- Please indicate your:
 - R.R. Valuation Station No. R.R. Mile Post No.

 - Will a Flagman or Inspection be required?

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

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

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

Sincerely,

Thomas Wilson

Real Estate Associate

Room 2310 WCB

cc: C. F. Van Paris Attachments **B12**

Certified Mail Return Receipt Requested The Detroit Edison Company

Name and Location of Crossing:

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

Circuits:

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

Towers and Crossarms:

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

Conductors:

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

Insulators:

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

Guy and Guy Attachments:

None.

Suspension and Deadend Details:

See attached drawing ED1-7430.

AECORDER RIGHT ON WEST BILLS 68 711 A

Power System Organization CVP/1m 06-25-87 Rev. 12-03-91



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

| 1. Correct name | of applicant Detroit Fo | lison | Tel.:(313) 237 | ′ - 8314 |
|--------------------------------|--|------------------------------|----------------------|-----------------|
| 2. Post Office | of applicant Detroit Ed Address 2000 Second Avenu | e City & State | Detroit, MI | 1p 48226 |
| 3. Partnership | - name and initials all pa | rtners. Vomen - given an | d surnames before m | Arriage |
| and nresent | | | | |
| 4. If incorpora | ted, name of state in which | h incorporated Michigan | Municipality [| etroit |
| 5. Proposed | line ere | saing will be located be | tveen | |
| - and | line ero | ons) feet | of MP No. | 75 |
| 6. Angle between | n center line of right of | way and wire line will b | e 60 degrees | |
| 7. Number of Ra | ilroad Company's tracks to | be crossed 6 Number | r of pole lines ero | acad 7 |
| 8. Alternating | current Yes Voltage | 320 000 No Phases 3 | Warre 60 | • |
| 9. Direct curre | nt No Voltage | Amperes | | |
| | | | | |
| 10. Reight of Wi | res above top of rail at (| 00" P 45 5 Peet33 5 Sag 1 | In Spans at 60 F | |
| | res above Railroad commun | | At bo FFt | |
| 2. Maximum volt | age <u>120,000 Maximum</u> current | 1820_ | | |
| 13. Maximum faul | t to ground current | Height of wire supports | above ground level | 75 Feet and |
| L4. Material (en | casement) | · · · · · · | | 60 Feet |
| | eter | | | |
| 16. Wall thickne | 35 | | | |
| | within RR right of way_ | | | |
| | f rail to top of casing | | | _ |
| 19. Bury: Not be | neath tracks | | | RECORD |
| 20. Bury: Roadwa | y ditches(b) AW | | t-1 .mon | Š |
| 21. Conductors - | (a) Number 6 (b) AW | G gauge 954 MUM (c) Mater | ALSR | ₫. |
| Type of wire | supports Size | False Dead Ends | | |
| 23. Number of po | les to be located on Rail | road Company's right or | Hay | 翼 |
| 24. Distance fro | om butt of pole to nearest | Tall of main track | Feet 120 | EIGE. |
| 25 Distance fro | om butt of pole to nearest | Fall of Stdecrack | de to existing cross | ing. |
| 26. If addition | al wire line attachments of | of teatstour ste to be my | de fo extactue | g |
| please advi: | se date of agreement. xclusively serve parton of | Dailroad? Name: | | |
| 27. Will line e: | ine run parallel or approx | designately parallel to Rail | road Company's track | is S |
| 28. Will this I | Give approximate sepa | ration from our signal a | nd telephone wires: | |
| | | | | a |
| - W(1) 36me he | located in public road ri | ight of way? If so | , give name and road | 1 |
| 29. Will like be | Tocarce on bonza | | | ——— <i>[</i> e_ |
| | | | | ⊳ < |
| TF annlication i | s approved, applicant agre | ees to reimburse the Rail | road for any cost is | ncurred |
| a the Bedlesed | decidence on increalization | maintenance. BDG/OT SUDS | LAIZIOU USCEZZyrenen | |
| this installation | , and further agrees to a | ssume all limbility for a | sccidents or injurie | s which |
| arise as a resul | t of this installation. | | | |
| | | | | |
| | | | | (07 |
| Date | Sig | nature and Title of Office | cer Signing Applicat | Tou |

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 WIRL OR CABLE LINE PARALLELISMS OF PEPERTIES AND TRACK

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

| 1. | Complete Legal Name of Applicant Detroit Edison Company |
|-----|--|
| 2. | Telephone: (313) 237-8956 |
| 3. | Post Office Address City Detroit State MI Zip 48226 |
| | Partnership - name and initials all partners, women - given and surnames before marriage |
| 4. | |
| _ | and present N/A If incorporated, name of state in which incorporated Michigan Municipality Detroit |
| 5. | Proposed transmission line parallelism will be located at Wixom, Michigan |
| 6. | ringoln Lead (municipalities), beginning 2069 feet from Milepost 1.0 |
| | Elicoli Lead \municipalities// beginning lead |
| | VS 1B-X48-1 and ending 3354 feet from Milepost 1.0 VS 1B-X48-1. |
| 7. | Proposed paratterism with be a. Itansmission a product of the prod |
| 8. | Arternating carrent A vorceys 120your |
| 9. | Direct current N/A Amperes N/A Volts N/A |
| 10. | Maximum voltage 120,000 Maximum current 1820 Maximum fault current to ground 25,300 |
| 11. | Height of wire supports above ground level 55 feet. Sag in spans at 60° F |
| 12. | Length of spans 610 feet. Sag in spans at 60° 42 |
| 13. | Number of wires 7 size 954 MCM number of circuits 2 |
| 14. | Gauge number (B.&S. Copper, B.W.G. Iron, A.W.G.) N/A |
| 15. | Material of sires (Type, hard or soft drawn) ACSR |
| 16. | Solid Stranded X 54/7 Type of wire supports Trans Tower |
| 17. | Bare X Insulated Size of wire supports Insul Support |
| 18. | Attach prints or detailed description of towers Dwg. No. E04-9654, CSX Dwg. S-2-18-25 |
| 19. | If wood poles are to be used, give kind of timber N/A size of |
| | top N/A inches in circumference. Size of butt N/A inches in circumference. Number of Doles to be located on Railroad Company's right of way |
| 20. | Number of poles to be located on Railroad Company's right of way |
| 21. | Distance from butt of pole to nearest rail of main track 140 feet |
| 22. | Distance from butt of pole to pearest rail of sidetrack 80 feet |
| 23. | Material (Encasement) N/A |
| 24. | Outside diameter N/A Wall thickness N/A |
| 25. | Outside diameter N/A Wall thickness N/A Total length within RR right of way 1450 L.F. Bury: Base of rail to top of casing N/A Bury: Not beneath tracks N/A Bury: Roadway ditches N/A If additional wire line attachments or revisions are to be made to existing parallelism, |
| 26. | Bury: Base of rail to top of casing N/A |
| 27. | Bury: Not beneath tracks N/A |
| 28. | Bury: Roadway ditches N/A |
| 29. | If additional wire line attachments or revisions are to be made to existing parallelism, |
| | please advise date of agreement N/A |
| 30. | Will line exclusively serve patron of Railroad? No Name: N/A |
| 31. | Give approximate separation from our signal and telephone wires in relation to proposed |
| | parallelism N/A |
| 32. | If line will be parallel to a public road right of way, show name, road number and right |
| | of way on print. |
| | · · |
| Ιf | application is approved, applicant agrees to reimburse the Railroad for any cost directly |
| 120 | urred by the Railroad incident to installation, or maintenance, of this equipment, and turthe |
| agr | ees to assume all liability for accidents or injuries which directly arise as the sole result |
| | this installation. |
| ٧. | · · · · · · · · · · · · · · · · · · · |
| | 5/12/87 |
| Dat | Simply and With of Officer Signing Application |
| Jac | |
| Ple | ase print or type: R. Inwisbury, Director, Real Estate and Rights of Way (313) 237-8309 |
| | Name Title Telephone |
| | |



Maximum Fault to Ground:

21. Is this both a Crossing and Parallelism?

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 Jacksonville, FL 32202. Application and plans must be approved and written authority received from the Railroad bef construction is begun. Your proposal and construction must be in accordance with CSXT's Specifical the National Electrical Safety Code, and any governing laws or regulations. Note: Specifications furnish in the Application Package are to be used as a guideline only. CSXT reserves the right to approve or decline any application. Agreement No.: C5X-O5 PLEASE SIGN BEFORE COMPLETING: I affirm the information I am furnishing in this application will comply with the NESC Standards and accurately reflects the proposed construction plans? Application Date: FEB. 2 2007 Signature: E Check here if agreement should be mailed to this address Project Owner Information: Complete Legal Name of applicant as it would appear in a legal document (inaccurate information will delay your request): TCTRANSMISSION COMPAN Company Contact Name: BARBARA SPECIALIST Title: PROPERTY MANAGEMENT Telephone: 848 374-7257 Fax: 88 374-7260 E-Mail: DMENTICNE ITCTRANSCO. COM 3. Company Emergency Contact Number (in case of derailment, fallen wire/pole, etc.): 1-877-482-482 Street Address: 39500 ORCHAED HILL PLACE City: Southfield State: M1 Zip: 4837 Type of business: Corporation (State of incorporation MICHIGA ☐ Partnership (Type and State of Partnership □ Other □ Individual □ Developer ☐ Municipality Engineer/Consultant Information: ☐ Check here if agreement should be mailed to this address Company Name: Title: Company Contact Name: 7. E-Mail: Fax: 8. Telephone: (___) Zip: State: Street Address: City: (Note: Metric Information will NOT be accepted.) Project Information: 10. Is this installation: ☐ New ☐ Revision to existing ☐ Attachment to existing ☐ Upgrade to existing 11. If not a new installation, furnish existing Agreement Number: 12. If this installation is to be a supplement to your master (general) agreement, furnish: Agreement Number: ATTACHED
Your Reference Number: RX4349A Date: 13. State/Province: Town Location: CITY OF WIXOH County: OAKLAND 14. 15. Type of Crossing: A Electric □ CATV □ Communications ☐ Telephone X) Other (explain): FIBEL OPTIC GROUND WIRE USED FOR ITC SYSTEM CONTROL 16. Crossing is dedicated to: ☐ Trunk ☐ Distribution ☐ Other Transmission 17. Conductor Material: ☐ Copper , ★Aluminum ☐ Fiber Optic & Fiber Count 18. AC / DC: Voltage: 120/230 No. of Phases: 3/3 Amperes: 230 kV Maximum Current: 19. Maximum Voltage:

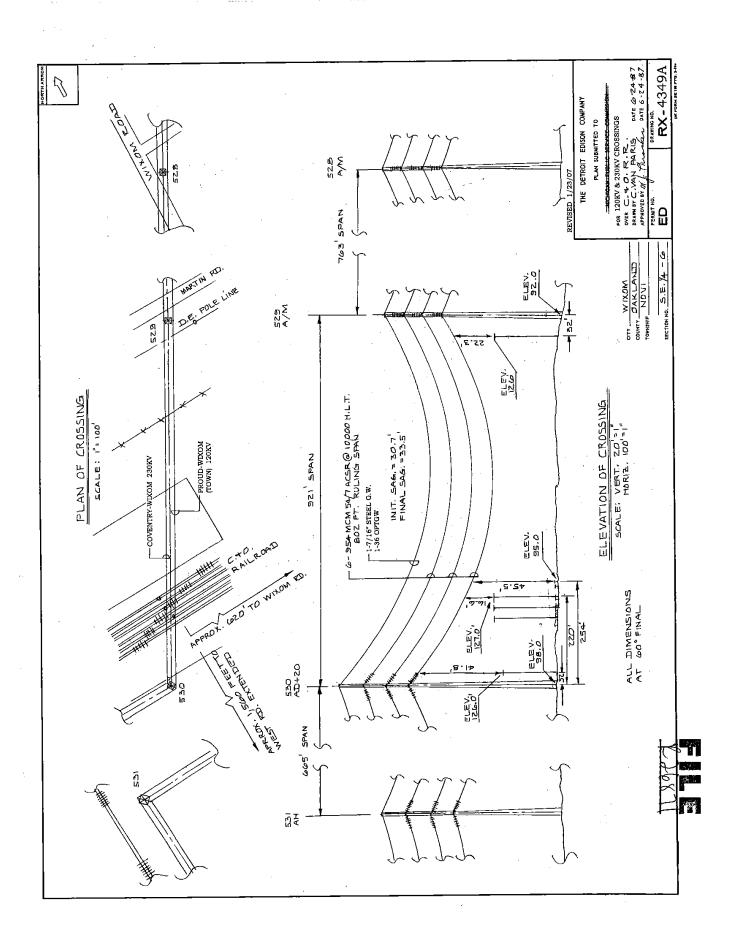
21.

 M_{Mo}

□ Yes

AWG Gauge: 954 Kcmil

| | ect 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: Landuc-Longitude. If known: Street Address of Crossing/Parallelism: Parallelism location: Beginning: and Ending: feet(direction) from RR Milepost: and Ending: Length Paralleling: | | |
| 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 1 at all length 1 | | |
| 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): Number of Manholes Dell boxes Other (describe) Other (describe) | | |
| 28. | Number of Manholes Handholes Other (describe) to be located within Railroad corridor. Dimensions of ancillary structures are required on drawing. | | |
| | to be located within Railroad corridor. Dimensions of anomaly structures are required on drawing. | | |
| 29. | Distance from manholes/handholes/pull boxes/other to nearest track: Number of: □ new poles □ □ existing poles □ to be utilized on Railroad R/W | | |
| 30. | Owner of existing poles to be utilized within Railroad R/W: | | |
| 31. | Owner of existing poles to be utilized within Kahroad K W. Distance from butt of pole(s) utilized to nearest rail of track: | | |
| 32. | Underground facilities: (For the purpose of this application, Conduit or Innerduct shall mean a single duct | | |
| 33. | • • • • • • • • • • • • • • • • • • • | | |
| | 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 Conduit(s): Total Filled Conduit(s): Total Empty Conduit(s): | | |
| | Number of Cables or Lines in each Conduit: | | |
| | N. 1 Construction in each Cable of Line: | | |
| | Encasement material: Outside diameter: (over 4", See Pipeline specs.) Wall thickness: | | |
| | Rung death from base of rail to for of casing: | | |
| | Bury depth on right of way, but not beneath tracks:feet | | |
| | Bury depth on right of way, but not beneath tracks: feet Bury depth below ditches: feet Clate: Directional boring is prohibited. See specs) | | |
| | Method of installation. | | |
| | 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: Height of wires above top of rail at 60°f: Height of wires above Railroad communication and signal wires at 60°f: feet False dead ends: Height of wires above Railroad communication and signal wires at 60°f: feet | | |
| | Type of wire supports: Size: Faise dead ends: | | |
| | Height of wires above top of rail at $60^{\circ}f$: feet Sag in Spans at $60^{\circ}f$: | | |
| | | | |
| Sup | oplemental Fiber Optic Information (Must be Completed for Fiber Proposals): | | |
| 35. | Identify each intended user of the conduit/cable: | | |
| 36. | Entity performing construction: 1TC CONTRACTOR | | |
| 37. | | | |
| | Number of noors per case. | | |
| Ra | ilroad Use Only: | | |
| Dia | vision Western Subdivision 52911126 No. of Crossings: | | |
| | solute No.: / 8 260 Valuation Section/Map No.: V/B/X48 | | |
| | luation Station: | | |
| Milepost: CC 71.47 (P5) | | | |
| | C5X 257203 | | |
| | | | |
| Ro | admaster No.: J4D Contr. Type: FITEX Fiber? | | |
| | 1. TAN | | |
| | Chy 4/23/7 | | |





21. Is this both a Crossing and Parallelism?

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 1180, 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.: C 5 X 15 7 23 | | | | |
|---|--|--|--|--|--|
| 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. Mentin | Application Date: FEB. 2, 2007 | | | | |
| | ment should be mailed to this address | | | | |
| 1. Complete Legal Name of applicant as it would appear in a legal do | ocument (inaccurate information will delay | | | | |
| vour regnest). | | | | | |
| I TO TRANSMISSION CON | (PANY | | | | |
| 2 Company Contact Name: FAR BARA MENTION | · | | | | |
| THE PRODERTY MANAGE MENT ST | PECIALIST | | | | |
| 3 Telephone: 01812-11-1257 Fax: (24) 374-7260 |) E-Mail: DMENTIONED IT CIKANSLOCUM | | | | |
| Company Emergency Contact Number (in case of derailment, falls | en wire/pole, etc.): 1 0 1 (-402 - 4029 | | | | |
| 4. Street Address: 39500 ORCHARD HILL PLACE City: No | State: M1 Zip: 483 [5] | | | | |
| 5. Type of business: | | | | | |
| ©Corporation (State of incorporation MICHIGAN | ` | | | | |
| ☐ Partnership (Type and State of Partnership | | | | | |
| ☐ Individual ☐ Developer ☐ Municipality ☐ Oth | er | | | | |
| Engineer/Consultant Information: | nent should be mailed to this address | | | | |
| | | | | | |
| 6. Company Name: NA | Title: | | | | |
| 7. Company Contact Name: | E-Mail: | | | | |
| 8. Telephone: () Fax: () City: | State: Zip: | | | | |
| J. 500001100000 | | | | | |
| Project Information: (Note: Metric Information | will <u>NOT</u> be accepted.) | | | | |
| 10. Is this installation: □ New □ Revision to existing □ Attachmen | nt to existing MUnorade to existing | | | | |
| 11. If not a new installation, furnish existing Agreement Number: | is to comming of the committee of the co | | | | |
| 12. If this installation is to be a supplement to your master (general) as | greement, furnish: | | | | |
| Agreement Number: ATTACHED Date: | · | | | | |
| 13. Your Reference Number: 4350A | . — | | | | |
| 14. Town Location: CITY OF WIXOH County: OAKLA! | State/Province: M | | | | |
| 15. Type of Crossing: A Electric □ CATV □ Telephone | ☐ Communications | | | | |
| MOther (explain): FIBER OPTIC GROUND WIRE USE | D FOR ITC SYSTEM CONTROL | | | | |
| 16. Crossing is dedicated to: ☐ Trunk ☐ Distribution 🗷 Transm | nission 🛘 Other | | | | |
| 17 Conductor Material: ☐ Copper | & Fiber Count | | | | |
| | | | | | |
| 18. MAC / DC: Voltage: 120 230 kVNo. of Phases: 3/3 19. Maximum Voltage: 230 kV Maximum Current: 20. Maximum Fault to Ground: 21. | as:1 ·· -1 | | | | |
| 20. Maximum Fault to Ground: 21. | AWG Gauge: <u>484 KCmil 54</u> 7 ACSR | | | | |
| 21. Is this both a Crossing and Parallelism? \(\sim\) Yes \(\frac{1}{2}\) No | | | | | |



| Pro | ect Information Cont'd: |
|------------------|--|
| | And of anyone |
| 22. | Number of tracks to be crossed: Angle of crossing (direction) from Railroad Milenest: CC 7/47 |
| 23. | Number of tracks to be crossed: Crossing location: If known: Valuation Station: Valuation Map Number: Valuation Map Number: |
| | If known: Valuation Station: Valuation Map Number |
| | If known: Latitude/Longitude: |
| | If known: Street Address of Crossing Parallelism. |
| 24. | Parallelism location: Beginning: (direction) from P.P. Milanost: |
| 2.5 | If known: Street Address of Crossing/Parallelism: Parallelism location: Beginning: feet (direction) from RR Milepost: and Ending: feet (direction) from RR Milepost: Length on Railroad R/W: Length Crossing: Length Paralleling: |
| 25. | Total length on Railroad R/W: Length Clossing Length I arancing |
| 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 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 Ramoad to 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 pine 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 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 spees.) Wall thickness: |
| | Bury depth from base of rail to top of casing:feet |
| | Bury depth on right of way, but not beneath tracks: |
| | Dury depth on right of way, but not concern auctor. |
| | 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. |
| 24. | Aerial facilities: |
| 34. | 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: Height of wires above |
| | |
| | Height of wires above Railroad communication and signal wires at 60°f:feet |
| Sur | plemental Fiber Optic Information (Must be Completed for Fiber Proposals): |
| pup | |
| 35. | Identify each intended user of the conduit/cable: |
| 36. | Entity performing construction: TC CONTRACTOR |
| 37. | Number of fibers per cable: 36 |
| D _a ; | lroad Use Only: |
| Rai | |
| Div | ision Clesters Subdivision F39/10 No. of Crossings: 2 Subdivision Valuation Section/Map No.: V13/X48 |
| | |
| | uation Station: P6+53 |
| | epost: CC 71. 47 (P.S.) |
| | C5x D57234 |
| | FITEX |
| Roa | dmaster No.: T40 Contr. Type: UTPUX Fiber? |
| | CKM 4123/1 |