

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

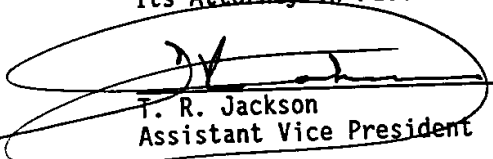
Mr. Thomas Wilson
Detroit Edison Company
2000 Second Avenue
Detroit, MI 48226

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.

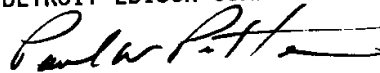
By: CSX TRANSPORTATION, INC.
CSX Real Property, Inc.
Its Attorney-in-Fact


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. 26705

SBE:
RECORDED RIGHT OF WAY NO. 48790

THE DETROIT EDISON COMPANY

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

TO RECORDS CENTER: April 21, 1971

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

The Chesapeake and Ohio Railway Company Railroad File No. 131-4-11486

Facilities Covered:

One 120,000-volt transmission circuit with two ground wires.

Specific Location:

In private property approximately 3350 feet North of Maple Road and approximately 1280 feet East of Childs Lake Road.

R. R. Valuation Station 10874 + 00 Mile Post 206 minus 280 feet

City/Village _____ Township Milford, Section 25

County Oakland Detroit Edison Plan No. RX-4159

Agreement/~~Permit~~ Date February 25, 1971 R. R. Plan No. Used DECo. Plan

Preparation Fee \$100.00 Annual Rental \$100.00

Supersedes and Cancels Agreement dated _____ R/W No. _____

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

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

RECORDED

MIL 25 5-2-71 PL

7

RECORDS CENTER

RECEIVED APR 20 1971

CN:dmk

7-9-71

L. Ludwig

I. W. Gamble

I. W. Gamble, Supervisor of Rights of Way

MILFORD TWP.

5-25

NO. 11, 5' & 50'

RECORDED FROM ORIGINAL 26705

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

February 11, 1971

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

Proposed Overhead Wire Crossing:

One 120,000-volt transmission circuit with two ground wires.

Specific Location

Approximately 3350 feet North of Maple Road and
approximately 1280 feet East of Childs Lake Road.

R.R. Valuation Station 10874 + 00 R. R. Mile Post 206 - 286ft.
City/Village _____ Township Milford, Section 25
County Oakland Detroit Edison Plan Attached EX-4159
This is a New Crossing This is a Reconstruction of Existing Crossing _____
Previous Agreement Information (if any) Date _____ (R. R. Plan) _____

Blanket Waiver of Hearing Covers _____ Waiver of Hearing Requested in duplicate
(Waiver of Hearing to be mailed to applicant listed below)

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

I. W. Gamble
I. W. Gamble, Supervisor of Rights of Way
Real Estate and Rights of Way Department

RECORDED RIGHT OF WAY NO. 26705

STATE OF MICHIGAN
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Wire-Crossing Permit No. **ED3-8-6758**
.....

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

Pursuant to Act No. 171 of the Session Laws of 1993, as amended, application having been made to Michigan Public Service Commission by said

The Detroit Edison Company
for permission to string wires across the tracks of the

Chesapeake and Ohio Railway Company
and said

The Detroit Edison Company
having conformed to the Commission's rules governing the filing of notices and issuing of permits for the construction of electrical lines and said rail road company having waived the right of notice and hearing provided for in said act
THEREFORE, It is ordered that said

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

Township of
Milford

County of
Oakland

State of
Michigan

3 phase

Crossing of one (1) 120 kV, 60 Hz, /3 wire, transmission circuit, known as Nixon-Placid 120 kV Line, on one (1) double circuit steel tower and pole line, with two (2) ground wires, located at a point approximately 1350' north of Maple Road and approximately 1280' east of Childs Lake Road, Section 25, T2N, R7E
3 - 954 MCM 34/7 ACSR phase conductors
2 - 7/16" steel ground wires

Per Drawing EK-4159

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

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

Given under our hands and the Official Seal of
this Commission at the City of Lansing, State
of Michigan, this **twelfth** day of **March**
A.D. 19 **71**

MICHIGAN PUBLIC SERVICE COMMISSION

Willis F. Ward
.....
Chairman,

William A. Boes, Jr.
.....
Commissioner,

Countersigned

Earl B. Klemparens
.....
Secretary

Lenton G. Sculthory
.....
Commissioner.

26705

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

I, Earl B. Klomprens, Secretary of the Michigan Public Service Commission Do Hereby Certify,
That I have compared the annexed copy of **Railroad Wire Crossing Permit**
No. **ED2-8-6758**

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

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

Earl B. Klomprens
Secretary

RECORDED NIGHT OF FEB NO. 26705

DATA SHEET TO ACCOMPANY DRAWING RX-4159

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Wixom - Placid 120 KV Line over the C. & O. Railroad approximately 3350' north of Maple Rd. and approximately 1280' east of Childs Lake Rd., Town 2N., Range 7E. Section 25, Milford Twp., Oakland County, Michigan

Circuits

One 120,000 volt, 60 cycle, 3-phase transmission circuit with (2) ground wires.

Towers and Crossarms

Steel structures per drawing ED1-7069 & drawing T-7618.

Conductors

3 - 954 MCM 54/7 ACSR conductors and 2 - 7/16" steel ground wires.

Insulators

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

Suspension and Deadend Details

As shown on drawing ED1-7430.

System Engineering Dept.
JRW/am 2/8/71

RECORDED RIGHT OF WAY NO. 26705



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:

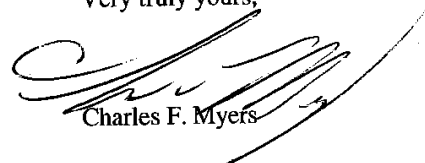
Attached is a fully executed original of the letter of consent dated July 31, 2007.

<u>CSXT No.</u>	<u>ITC Drawing. Nos.</u>	<u>Dated:</u>	<u>Note:</u>
1) 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	

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) 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).

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.

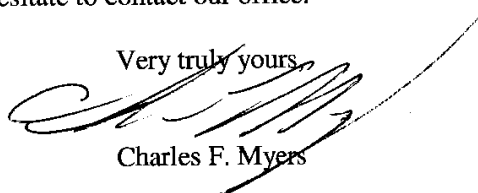
5) Furnish Railroad Protective Liability Insurance Fee	\$3,000.00
TOTAL DUE	\$3,000.00

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.

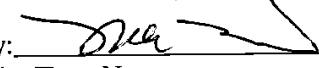
If you have any questions, please do not hesitate to contact our office.

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. J. Ginsky

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 ADD'L LTR	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				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

CANCELLATION

CSX Transportation, Inc. 500 Water Street, SCJ180 Jacksonville, FL 32202-4423	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 16700

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 checked="" 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>(48) 374-7257</u> Fax: <u>(48) 374-7260</u> E-Mail: <u>DMENTION@ITCTRANSCO.COM</u> Company Emergency Contact Number (in case of derailment, fallen wire/pole, etc.): <u>1-877-482-4829</u>	
4. Street Address: <u>39500 ORCHARD HILL PLACE</u> City: <u>Novi</u> State: <u>MI</u> Zip: <u>48375</u>	
5. Type of business: <input checked="" type="checkbox"/> Corporation (State of incorporation <u>MICHIGAN</u>) <input type="checkbox"/> Partnership (Type and State of Partnership _____) <input type="checkbox"/> Individual <input type="checkbox"/> Developer <input type="checkbox"/> Municipality <input type="checkbox"/> Other _____	

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>RX4159A</u>	
14. Town Location: <u>MILFORD</u> County: <u>OAKLAND</u> State/Province: <u>MI</u>	
15. Type of Crossing: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> CATV <input type="checkbox"/> Telephone <input type="checkbox"/> Communications <input checked="" type="checkbox"/> Other (explain): <u>FIBER OPTIC GROUND WIRE USED FOR ITC SYSTEM CONTROL</u>	
16. Crossing is dedicated to: <input type="checkbox"/> Trunk <input type="checkbox"/> Distribution <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> Other	
17. Conductor Material: <input type="checkbox"/> Copper <input checked="" type="checkbox"/> Aluminum <input type="checkbox"/> Fiber Optic & Fiber Count _____	
18. <input checked="" type="checkbox"/> AC / <input type="checkbox"/> DC : Voltage: <u>120/40 kV</u> No. of Phases: <u>6/3</u> Amperes: _____ Hertz: <u>60</u>	
19. Maximum Voltage: <u>120 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
2/16/07

The Chesapeake and Ohio Railway Company

WIRE AND/OR CABLE LINE CROSSINGS

THIS AGREEMENT, made as of this 25th day of February, 1971, 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 three (3) 954 MCM 54/7 ACSR 120,000
volt wires and two (2) 7/16" steel ground wires

at a point located at Station 10874 plus 00
Mile Post 206 minus 280 Feet, Toledo

Subdivision, Detroit Terminal Division, at or near Milford
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 Drawing No. RX-4159, dated February 4, 1971, and data
sheet

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

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

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

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

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

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

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

RECORDED RIGHT OF WAY NO. 36705

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: 39 feet Sag in Spans at 60°f: _____
 Height of wires above Railroad communication and signal wires at 60°f: _____ feet

Supplemental Fiber Optic Information (Must be Completed for Fiber Proposals):

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

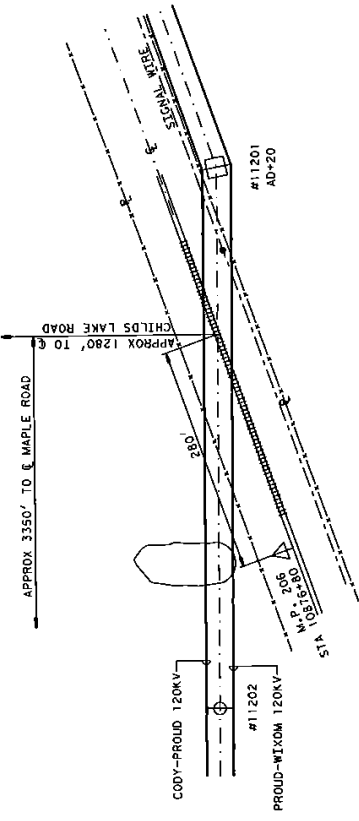
Railroad Use Only:

Division WESTERN Subdivision 52912W No. of Crossings: 2
 Absolute No.: 18256 Valuation Section/Map No.: V1B/46
 Valuation Station: 10874+00
 Milepost: CC 68.24 PML 16700
CSX 057237

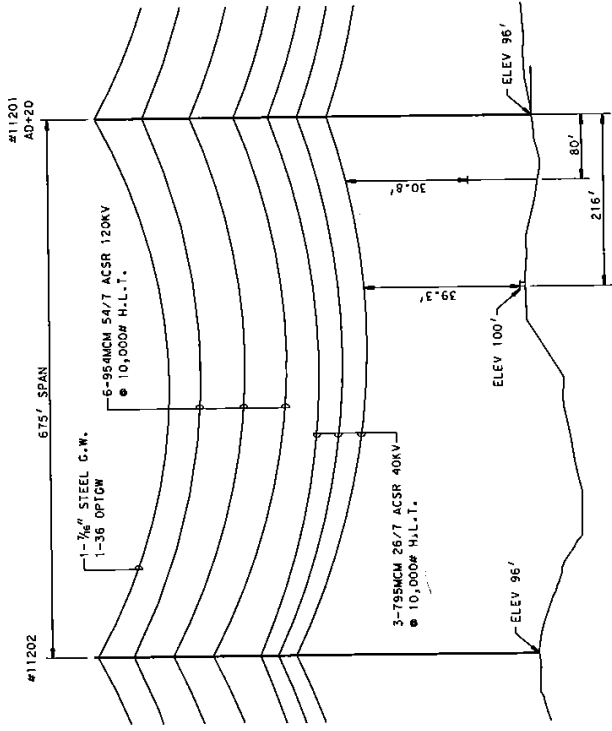
Roadmaster No.: J25 Contr. Type: PILEX Fiber? N
WAFIX

CPM 4/23/7

S 2002



PLAN OF CROSSING
SCALE: 1"=100'



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

ALL DIMENSIONS AT 60°F



RAILROAD CROSSING DRAWING

S.B. NAME: CSX RAILROAD	
CITY: MILFORD TWP 12N RTE	COUNTY: OAKLAND
DESIGN: 40KV & 120KV	SCALE: AS NOTED
DESIGNED BY: M. MORGAN	DATE: 1/24/07
APPROVED BY: T. LUKASIK	DATE: 1/25/07
RX-4159A	

gator
FILE

... Dollars (\$), or such other sum as may be mutually agreed in advance for each and every subsequent five year period during the term of this agreement. Licensee shall be liable to Licensee the unearned portion of any rental in connection with this agreement.

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

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

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

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

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

Approved as to form:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By [Signature]
General Manager

APPROVED:
[Signature]
Superintendent
Approved:
[Signature]

THE DETROIT EDISON COMPANY

Licensee

By [Signature]
W. C. ARNOLD, DIRECTOR

~~DEPARTMENT OF Real Estate and Rights of Way Dept.~~

(title)

131-4-11486 IF/44

[Signature]

RECORDED IN THE PUBLIC RECORDS OF THE CITY OF DETROIT, MICHIGAN, ON JAN 10 1921, BOOK NO. 26705

DATA SHEET TO ACCOMPANY DRAWING RX-4159

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Wixom - Placid 120 KV Line over the C. & O. Railroad approximately 3350' north of Maple Rd. and approximately 1280' east of Childs Lake Rd., Town 2N., Range 7E. Section 25, Milford Twp., Oakland County, Michigan

Circuits

One 120,000 volt, 60 cycle, 3-phase transmission circuit with (2) ground wires.

Towers and Crossarms

Steel structures per drawing ED1-7069 & drawing T-7618.

Conductors

3 - 954 MCM 54/7 ACSR conductors and 2 - 7/16" steel ground wires.

Insulators

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

Suspension and Deadend Details

As shown on drawing ED1-7430.

System Engineering Dept.
JRW/am 2/8/71

APPROVED
E. M. Hastings, Jr.
UTILITY ENGINEER

RECORDED RIGHT OF WAY NO. 26765

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

August 30, 1972

RECEIVED
MICHIGAN PUBLIC SERVICE
COMMISSION
SEP 8 1972
PUBLIC UTILITIES DIVISION

Permit No. _____

Michigan Public Service Commission
Lansing 13, Michigan

Gentlemen:

I, W. M. Wiljanen, Office Supervisor, Towers Division
of The Detroit Edison Company, Detroit, Michigan, hereby certify that the
wire crossings, covered by Wire Crossing Permit No. ED 2-8-6758
issued 3/12/71, has been constructed in accordance with
specifications of the Michigan Public Service Commission and construction
standards of The Detroit Edison Company, approved by Michigan Public Service
Commission on July 19, 1939, File ED 2-9.01, and that this crossing will be
maintained as provided in such specifications and construction standards.

Yours very truly,

W. M. Wiljanen

RX No. 4159
Location Milford Twp.
Section 25
Oakland County
Railroad Chesapeake & Ohio

Subscribed and sworn to before me this
7th day of September, 1972.
John W. Gamble
Notary Public,
County, Michigan. Wayne
My Commission expires _____

February 11, 1973

R.R. V.S. 10874 + 00
R.R. M.P. 206 minus 280 feet
R.R. File No. 131-4-11486

RETURN TO REAL ESTATE AND RIGHTS AND WAY DEPARTMENT

26705

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

March 19, 1971

Railroad File No. 131-4-11486

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

Dear Mr. Tench:

We are returning agreement ~~XXXXXX~~, in duplicate, covering our facilities over your tracks and ~~XXXX~~ right of way as shown on our Plan RX-4159 and located as follows:

In private property 3350 feet North of Maple Road and approximately 1280 feet East of Childs Lake Road.

Railroad Valuation Station 10874+ 00
Mile Post 206 minus 280 feet

City/Village _____ Township, Milford, Section 25

County Oakland The agreement/~~XXXXXX~~ has been signed for

our Company.

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

Yours very truly,



I. W. Gamble
Supervisor of Rights of Way
Real Estate and Rights of Way Dept.

CN:dmk

RECORDED RIGHT OF WAY NO. 26705

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT 26, MICHIGAN

March 2, 1971

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 Section 25, Milford Township, Oakland County, Michigan.**

One 120,000-volt transmission circuit with two ground wires located approximately 3350 feet North of Maple Road and approximately 1280 feet East of Childs Lake Road.

Railroad Valuation Station 10874 + 00

MP 206 - 280 feet

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 2-25-71
R.R. File No. 131-4-11486
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. _____ dated _____
- This is a new crossing.

CN:dak Reference number of construction drawing is RX- **4159**

Yours very truly,

Permit No. ED2-8-6758
Date 3-12-71
By MPSC

I. W. Gamble
I. W. Gamble
Supervisor of Rights of Way
Real Estate and Rights of Way Dept.

Check in circle indicates statement applicable.

RECORDED RIGHT OF WAY NO.

26705

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

AREA CODE 313
TELEPHONE 962-2100

MAR 2 1971
gls

TO:

February 11, 1971

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

Proposed Overhead Wire Crossing:

One 120,000-volt transmission circuit with two ground wires.

Station 10874 plus 00
Location MP 206 minus 280'
Sub Division Toledo
Division Detroit Terminal
M.P.S.C. Maple Road 2, 75 11
The O. R. R. Maple Road

Specific Location

Approximately 3350 feet North of Maple Road and
approximately 1280 feet East of Childs Lake Road.

Your File RX-4159
C. & O. File 11486

R. R. Valuation Station 10874 + 00 R. R. Mile Post 206 ^{mi} 280 feet

City/Village _____ Township Milford, Section 25

County Oakland Detroit Edison Plan Attached RX-4159

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

Previous Agreement Information (if any) Date _____ (R. R. Plan) _____

Blanket Waiver of Hearing Covers _____ Waiver of Hearing Requested in duplicate
(Waiver of Hearing to be mailed to applicant listed below)

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

I. W. Gamble
I. W. Gamble, Supervisor of Rights of Way
Real Estate and Rights of Way Department

RECORDED RIGHT OF WAY 26705