4. N.

THIS DEED made this //th day of May in the year One Thousand Nine Hundred and Eight-nine (1989).

BETWEEN THE MICHIGAN CENTRAL RAILROAD COMPANY, a Michigan corporation, and THE PENN CENTRAL CORPORATION, a Pennsylvania corporation, both having offices at One East Fourth Street, Cincinnati, Ohio 45202 (hereinafter collectively referred to as the Grantor), and HUNTERS CREEK COMMUNITY CHURCH whose mailing address is 2458 Metamora Road, Lapeer, Michigan 48446 (hereinafter referred to as the Grantee);

WITNESSETH: That the said Grantor, for and in consideration of the sum of FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$5,700.00) - - - - - paid to the said Grantor by said Grantee, the receipt of which is hereby confessed and acknowledged, does by these presents remise, release and quitclaim unto the said Grantee, all the right, title and interest of the said Grantor of, in and to the premises described in Schedule "A" attached hereto and made a part hereof.

SHOORDER RIGHT OF MAY NO. 1203

## SCHEDULE "A"

ALL THAT PROPERTY, being a strip of land 100 feet wide, situated in the Township of Lapeer, County of Lapeer and State of Michigan, being part of the Southwest Quarter of Section 28, Township 7 North, Range 10 East, and being all of the land and premises, easements, rights-of-way and other rights of any kind whatsoever appurtenant thereto or used in conjunction therewith on and along a portion of the Michigan Central Railroad Company known as the Mackinaw Branch, said portion being described as follows: VIZ:

BEGINNING on the South line of the Southwest Quarter of said Sectin 28, within the line of Hunters Creek Road, extended across said portion of the Mackinaw Branch through a point in the centerline thereof at Railroad Chaining Station 2803+30, more or less; thence extend in a northwesterly direction a distance of 2,483 feet, more or less, measured along the centerline of said Mackinaw Branch to a line extended at right angles across said Branch through a point in the centerline thereof at Railroad Chaining Station 2828+13, more or less the place of beginning for the property herein to be conveyed.

RESERVING, however, unto Grantor, exclusive permanent and perpetual corridor easements in gross, freely alienable and assignable by Grantor, in whole or in part without prior approval of Grantee, in, on, above and beneath the premises being (i) subsurface easements for pipelines, conduits and fiber optics cables provided said facilities are permanently located with at least three (3) feet of cover, together with the right to utilize so much of the surface as shall be required to install, maintain, repair, renew and remove said pipelines, conduits and fiber optics cables and for vent pipes, manholes and repeater sites; (ii) aerial easements for power transmission lines and communication lines provided all wires are permanently located at least twenty-five (25) feet above the present surface elevation of the hereinabove described premises together with the right to utilize so much of the surface as shall be required for installation, maintenance, repair, removal and renewal of poles, towers and anchors to support said transmission and communication lines; and (iii) surface easements for recreational trails and ingress and egress purposes. Grantee herein convenants and agrees for themselves, their heirs and assigns, that neither the premises, nor any portion thereof, shall be sold, granted, leased, donated or utilized by Grantee, their heirs and assigns, as a corridor for conduits, fiber optics cables, power transmission lines and communication lines and recreational trails.

FURTHER RESERVING unto Grantor permanent and perpetual easements in gross, freely alienable and assignable by the Grantor, for all existing wire and pipe facilities or occupations whether or not covered by license or agreement between Grantor and other parties, of record or not of record, that in any way encumber or affect the premises conveyed herein, and all rentals, fees and consideration resulting from such occupations, agreements and licenses and from the assignment or conveyance of such easements.

FURTHER RESERVING unto Grantor, its successors and assigns, all oil, gas, natural gas, casing-head gas, condensates, related hydrocarbons and all products produced therewith or therefrom in or under the premises conveyed herein, with the full and free right to enter upon said premises to test by boring, drilling or otherwise and to remove the same by the use of the usual or proper and convenient methods, devices or appliances, including the right to inject gas, air, water and other fluids into the sands and formations in or underlying said premises, without liability for any damage that may be done to the surface thereof, either by subsidence or otherwise.

SUBJECT, however to such state of facts that an accurate survey or personal inspection of the premises may disclose.

# GRANTEE acknowledges and agrees that:

(1) Grantor shall not be liable or obligated to construct or maintain any fence between the land conveyed herein and land of Grantor adjoining the same, or be liable or obligated to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof, or be liable for any compensation for any damage that may result by reason of the nonexistence of such fence;

- (2) Grantee will assume all obligations with respect to ownership, maintenance, repair, renewal or removal of the drainage structures, culverts and bridges located on, over or under the premises conveyed herein that may be imposed after the date of this Deed by any governmental agency having jurisdiction thereover;
- (3) no right or means of access to or from the aforesaid premises is included herein, whether specifically or by implication, across any adjacent property of the Grantor or otherwise; and
- (4) should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed the day and year first above written.

WITNESS:

THE MICHIGAN CENTRAL RAILROAD COMPANY

Attest: Assistant Secretary

THE PENN CENTRAL CORPORATION

Birector - Real Estate

Connie D. Stacy
Bever C. Smith

STATE OF OHIO

ss.

COUNTY OF HAMILTON

ON THIS 11th day of , 1989, before me, a Notary Public in and for the State of Ohio, appeared JAMES E. SCHWAB, to me personally known, who, being by me duly sworn, did say that he is the President of THE MICHIGAN CENTRAL RAILROAD COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said JAMES E. SCHWAB acknowledges the execution of the said instrument as the free act and deed of said corporation.

Notary Public

JAMES W. LAWRENCE Notary Public, State of Ohio My Commission Expires Jan. 12, 1992

STATE OF OHIO

SS.

COUNTY OF HAMILTON

ON THIS // day of , 1989, before me, a Notary Public in and for the State of Ohio, appeared HUGH J.W. BRANDT, to me personally known, who, being by me duly sworn, did say that he is the Director - Real Estate of THE PENN CENTRAL CORPORATION, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said HUGH J.W. BRANDT acknowledges the execution of the said instrument as the free act and deed of said corporation.

Notary Public

JAMES W. LAWRENCE Notary Public, State of Ohio My Commission Expires Jan. 12, 1892

THIS INSTRUMENT PREPARED BY: William A. Stockhoff
One East Fourth Street
Cincinnati, Ohio 45202



# Detroit **Edison**

# CORPORATE REAL ESTATE SERVICES

Project No.

Property Name:

Partial Penn Central

Conversion

Work Order No.:

350B158 J200

Date:

December 22, 1992

To:

Ava D. Thrower Records Center

From:

Thomas Wilson

Subject: 1

Purchase of Easement

Attached are papers related to the purchase of easements through an easement document dated November 3, 1992. Detroit Edison purchased easements from Michigan Central Railroad Company, a Michigan Corporation, and the Penn Central Corporation, a Pennsylvania Corporation, both having offices at One East Fourth Street, Cincinnati, Ohio 45202.

The purchase of easements affects the attached list of 16 existing license agreements, which are superseded by agreement No. E88595(A) - 3 licenses affecting current Penn Central land, Agreement No. E88595(B) -12 licenses affecting former Penn Central land, and agreement No. E88595(C) - 1 license affecting portions of currently and formerly owned Penn Central land. Please cross reference the existing Record Center files for these licenses as to this change.

The easements are located in Lapeer County, Michigan.

The total purchase price of \$30,000 (Check No. S1772 dated October 28, 1992) was given to Penn Central on November 3, 1992.

The purchase was negotiated and processed by Thomas Wilson.

Please incorporate these papers into the appropriate Records Center File.

# Attachments

cc: R.W. Bednarz

R.L. Dungy

G.W. Flowerday

D.C. Gavin

G.H. Hathaway

R.E. Kelly

W.D. Spencer

J.M. Szidik

W.J. Thrasher

# RECORDED RIGHT OF WAY NO. 10099

# STATE OF MICHIGAN BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Wire-Crossing Permit No. ED2-8-2163

In Re Application of Detroit Edison Company Detroit, Michigan

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

# Detroit Edison Company

for permission to string wires across the tracks of the

Michigan Central Railroad (N.Y.C.R.R. Co. Lessee) and said

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

Detroit Edison Company

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

Township of Lapeer County of Lapeer Michigan At a point in private property approximately 1270 ft. north of Hunters Creek Rd., in Section 28, with

6 - #477 Mcm ACSR 26al/7st conductors 1 - 3/8 Bethanized \*C\* 7 strand steel ground wire.

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

At the point of crossing said wires shall be constructed 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 10th day of

September A. D. 1948

MICHIGAN PUBLIC SERVICE COMMISSION
By

(SELL)

S. B. WHITE

Chairman,

8. L. Marshall

Commissioner,

H. L. WOOLFENDER

Commissioner.

Countersigned

S. A. LUND

Secretary

### STATE OF MICHIGAN

Office of the Michigan Public Service Commission



I, S. A. LUND

, Secretary of the Michigan Public Service Commission

Do Hereby Certify, That I have compared the annexed copy of WIRE CROSSING PERMIT ED2-8-2183

with the original Permit

recorded in ED2-8-2183

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 seventh

day of September

in the year of our Lord

one thousand nine hundred forty-eight.

Secretary Michigan Public Service Commission

RECORDED RIGHT OF WAY NO. 100

17**th** 

day

RIGHT OF WAY FILE No. \_

This Agreement, made this

of August, 1948, between THE NEW YORK CENTRAL RAILROAD COMPANY, Lessee of the Michigan Control Bailread.

hereinafter called First Party, and THE DETROIT EDISON COMPANY, a New York corporation, (address: 2000 Second Avenue, Detroit 26, Highigan,)

hereinafter called Second Party,

case (\$1.00) dollar to it paid by Second Party, the receipt whereof is hereby acknowledged, hereby licenses and permits, but without warranty, the Second Party, upon condition that Second Party faithfully keep and perform the covenants and agreements herein provided to be kept and performed by Second Party, and not otherwise, to construct, maintain, operate and use a transmission line, consisting of 6 - 477 MCM ACSR wires to carry 120,000 volts and 1 - 3/8" ground wire, ever and caross the right-of-way and track of the Bay City Branch of First Party, at a point about one thousand two hundred seventy (1270) feet northerly, along track, from the northerly line of Bunters Creek Road, in Section 28, Town 7 North, Range 10 East, Lapser Township, Lapser County, Michigan, about four and eighty-five hundredths (4.85) miles southeasterly of the City of Lapser;

and at the point shown upon the map or blueprint thereof, designated **26 - 113** which is hereto attached and hereby made a part of this instrument, all of which is hereinafter referred to as the "WORK," upon the following terms and conditions, all of which Second Party covenants and agrees to keep, abide by and perform:

FIRST: Said WORK shall be done at such time or times, in such manner, with such material and under such general conditions as shall be satisfactory to and approved by the Chief Engineer of First Party, or his duly authorized agent, and shall be so placed, maintained and operated by the Second Party as not in any way in the judgment of the First Party to interfere with the proper and safe operation, use and enjoyment of the property and railroad of the First Party or the poles, circuits or other equipment of The Western Union Telegraph Company or other telegraph, telephone or power company located on the property of the First Party. Second Party shall after the doing of said WORK restore the premises of First Party to the same or as good a condition as they were in prior to the commencement of the doing of said WORK.

Large -

SECOND: All the work to be done by Second Party, or by the contractors, agents or servants of Second Party, in connection with the doing of said WORK, or in connection with the repair, renewal or maintenance thereof, shall be done at the sole risk and expense of Second Party, and the cost of all work done by First Party in connection therewith, the checking of plans and the wages of any inspectors or watchmen which, in the judgment of the said Chief Engineer of First Party, may be required during the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, for the proper and safe protection of the property, traffic and business of First Party, shall be paid to First Party by Second Party, upon bills being rendered therefor.

THIRD: First Party may, at its election, do all the work within the exterior lines of its lands in connection with or necessary for the doing of said WORK, or in connection with the repair, renewal, maintenance or use thereof, through its lands and across its roadway and tracks, and all of said WORK shall be paid for by Second Party as hereinbefore provided.

FOURTH: Second Party shall, if requested so to do by First Party, advance to First Party the estimated cost of said WORK, and upon the completion of said WORK, the unexpended balance, if any, shall be returned to Second Party, or if the sum advanced by Second Party to First Party is insufficient to pay for the cost of said WORK, then Second Party shall pay to First Party such additional sum as was necessary to complete said WORK, upon being furnished by First Party with a detailed statement of the amount and cost of such additional work.

HIGHT OF WAY FILENO 1203

FIFTH: Whenever it may be necessary to make any repairs to or renewals of said WORK in or upon the premises of First Party, such repairs or renewals shall be made under the supervision and control of said Chief Engineer of First Party, or his duly authorized agent, at the sole expense of Second Party, in such a manner as to interfere as little as possible with the premises, property and business of First Party, and Second Party shall, at the cost and expense of Second Party, restore the premises of First Party to the same or as good a condition as they were in prior to the making of such repairs or renewals; or First Party may, at its election, make such repairs or renewals, and the expense thereof shall be paid to it by Second Party, as hereinbefore provided

SIXTH: Second Party shall and will at all times hereafter indemnify and save harmless First Party from and against any and all detriment, damages, losses, claims, demands, suits, costs, or expenses which First Party may suffer, sustain, or be subject to, directly or indirectly, caused either wholly or in part by reason of the location, construction, maintenance, use or presence of said WORK as permitted by this license or resulting from the removal thereof.

SEVENTH: This agreement and license and privilege it confers may be revoked and terminated at the option of First Party at any time by giving thirty (30) days' written notice to Second Party or by posting such notice in a conspicuous place where said WORK has been done; and upon the expiration of said thirty (30) days after service of such notice, this agreement and the license and privilege hereby granted shall be absolutely terminated and extinguished; and thereupon, Second Party shall remove said WORK from the premises of First Party and restore same to their former condition at the expense of Second Party, or on the failure of Second Party so to do, First Party may remove said WORK at the expense of Second Party, which the latter hereby expressly agrees to pay on demand.

EIGHTH: It is understood and agreed by and between the parties hereto that if, at any time or times hereafter, First Party shall desire to make any changes in its tracks, structures, roadbed or other facilities at the point of crossing, or make any changes whatever, in, to, upon, over or under the premises owned, controlled or leased by said First Party, and crossed or in any way affected by the WORK of Second Party under this agreement, then Second Party shall, at its own cost and expense, upon thirty (30) days' notice in writing to that effect from First Party make such changes in the location or construction of its said WORK, as in the judgment of the Chief Engineer of First Party may be necessary to accommodate any future construction, improvements or changes of said First Party.

NINTH: It is agreed that in no event shall any wires, pipes or other structures, except those herein mentioned and shown on the blueprint hereto attached, be strung or placed across the tracks or upon the property of First Party, without express permission so to do, in writing from said First Party, to that effect; and that in that event, all the terms and conditions of this agreement shall immediately, upon the giving of such permission for the stringing or placing of such additional wires, pipes or other structures, apply to and cover the same with the same effect as if the right to string or place them had been incorporated in this agreement.

ELLE

TENTH: It is understood and agreed by and between the parties hereto, that if at any time during the continuance of this agreement, Second Party hereto removes, abandons or discontinues the use of the WORK hereinabove referred to, this agreement and all rights hereby conferred upon said Second Party shall be deemed to be abrogated and determined as of the date of such removal, abandonment or discontinuance, without other or further action on the part of either party; and Second Party covenants and agrees that, in case the said WORK hereinabove referred to is at any time during the continuance of this agreement discontinued or abandoned, said Second Party shall, within sixty (60) days after the abandonment or discontinuance of said WORK, actually remove said WORK from the premises of First Party hereto, or cause it to be removed, and, if, after the expiration of said sixty (60) days, the said WORK is not actually removed, it is understood that First Party hereto may forthwith remove the same at the risk and expense of Second Party, and without being in any manner liable to said Second Party for such removal, and Second Party covenants and agrees to pay to First Party hereto the cost of such removal upon bill therefor rendered to Second Party.

KLEVENIES Second Party hereby agrees to pay to Pirst Party, upon presentation of bills, the sum of One Dollar, Sixty-seven Gents (\$1.67) for the period beginning September 1st,1948, and ending December 31st,1948, and, the sum of Pive Bollars (\$5.00) per summer, beginning on the 1st day of Jammary,1949, and thereafter on the first day of each successive one (1) year period during the term and continuance of this agreement.

MACHT OF WAY FILE No. 12033

The covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of, the heirs, executors, administrators, successors and assigns of the parties hereto respectively.

In Whitness Whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

THE NEW YORK CENTRAL RAILROAD COMPANY,

pproved.  W. N. Miss  District Engineer.
pproved.  W. N. Miss  District Engineer.

By Real Estate and Tax Agent.

MASS

Ridal H. Daylor

HT OF WAY FILE No. \_\_\_\_\_3033

# NEW YORK CENTRAL SYSTE

RECEIVED

AU 1 6 1948

RIGHT OF WAY DIV

R. B. RICE REAL ESTATE AND TAX AGENT

DETROIT 16. MICH.

August 13,1948.

The Betroit Edison Company, 2000 Second Avenue, Detroit 26, Michigan.

Att: Hr. R. H. Taylor, Might-of-Way Agent.

Contlemen:

Meferring to your application of July 21st for permission to string 6- 477000 GM, ACSR wires to carry 120,000 volts and 1 - 3/8" ground wire over the right-of-way and tracks of this Company's Bay City Branch at a point approximately 1270 feet north of Hunters Creek Road, Section 28, T 7 M, R 10 E, Lapeer Township, Lapeer County, Michigan, about 4.85 miles easterly of Lapeer, as shown on your plan RX-2513:

The New York Central Mailread Company, Lessee of the Michigan Central Mailread, hereby waives hearing in regard to your Company making the above mentioned crossing, provided the work is done in a safe and satisfactory manner and subject to specifications of the Michigan Public Service Commission.

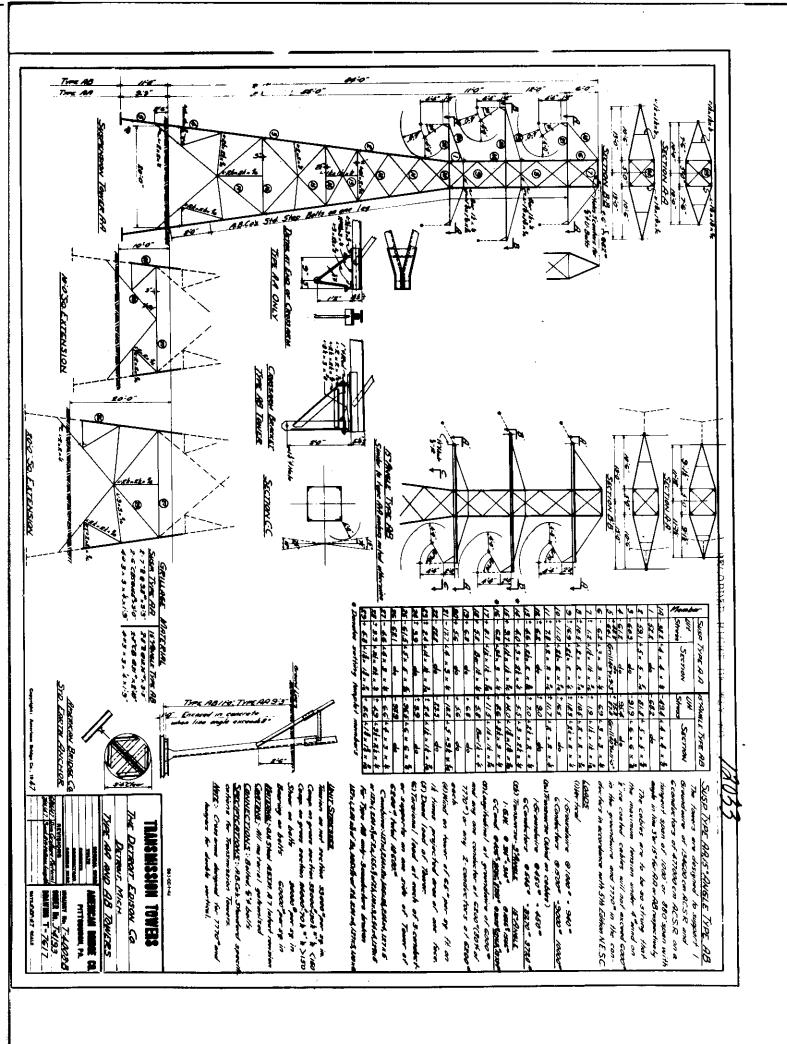
Inamuch as your said wires will cross over the private right-of-way of this Company, our usual agreement will be prepared and presented to you for execution in due course.

THE NEW YORK CENTRAL FAILFOAD COMPANY, Lessee of the Michigan Gentral Railroad,

By (Sed) R. R. Rice
Real Estate & Tax Agent.

RECORDED RIGHT OF WAY NO. 1000

1/2 33



NEBRASKA DIE C-440 F. FINE BOCK f or structure Cross Arms and Filter
Stocks are to be oil treated
and all abusting faces for te . . . <del>. . . .</del> 0 THE DETROIT EDSON COMPANY
DETROIT, MICHIGAN TANGENT STRUCTURE All boite ore 79 unless 120 Kr. Construction otherwise noted. APPROVED FOR CONSTRUCTION YOUR ORDER No. 14/548 CUSTOMER NUCHES INCTINES, NACH 30-0° Cours Arm DETAIL OF STRUCTURE TOP (HALF WEW) HUGHES ( LINE Na! ł Cored Maher Shave poles 7:3 5.5 (202) IN NEW TO THOSE WAY ON 1809 \* Solle Bole 6.00 5.0 . \*\*\* OF CROSS ARM END PICTORIAL DETAIL Puge Iron 14:6. 1,00.1 7.00.7 . Second Serof W No / S42 X- Breces 11 50, 601es 7-, -. 4 5 11 11

# DATA SHEET TO ACCOMPANY DRAWING RX-2513

Name of Company

The Detroit Edison Company.

Name and Location of Crossing

Over the Michigan Central Railroad approximately 1270' north of Hunters Creek Road, Lapeer Twp., Lapeer County, Michigan.

# Circuits

Proposed one immediate and one future 120,000 volt, 60 cycle, 3 wire, 3 phase transmission circuits with one ground wire.

Poles

Steel towers as per atteched photostats T-7617 and C-440.

Guy and Guy Attachments

None

Guy Clamps

None

Guy Insulators

None

Guy Anchors

None

Anchor Rods

None

Crossarms

Steel crossarms as per attached photostats T-7617 and C-440.

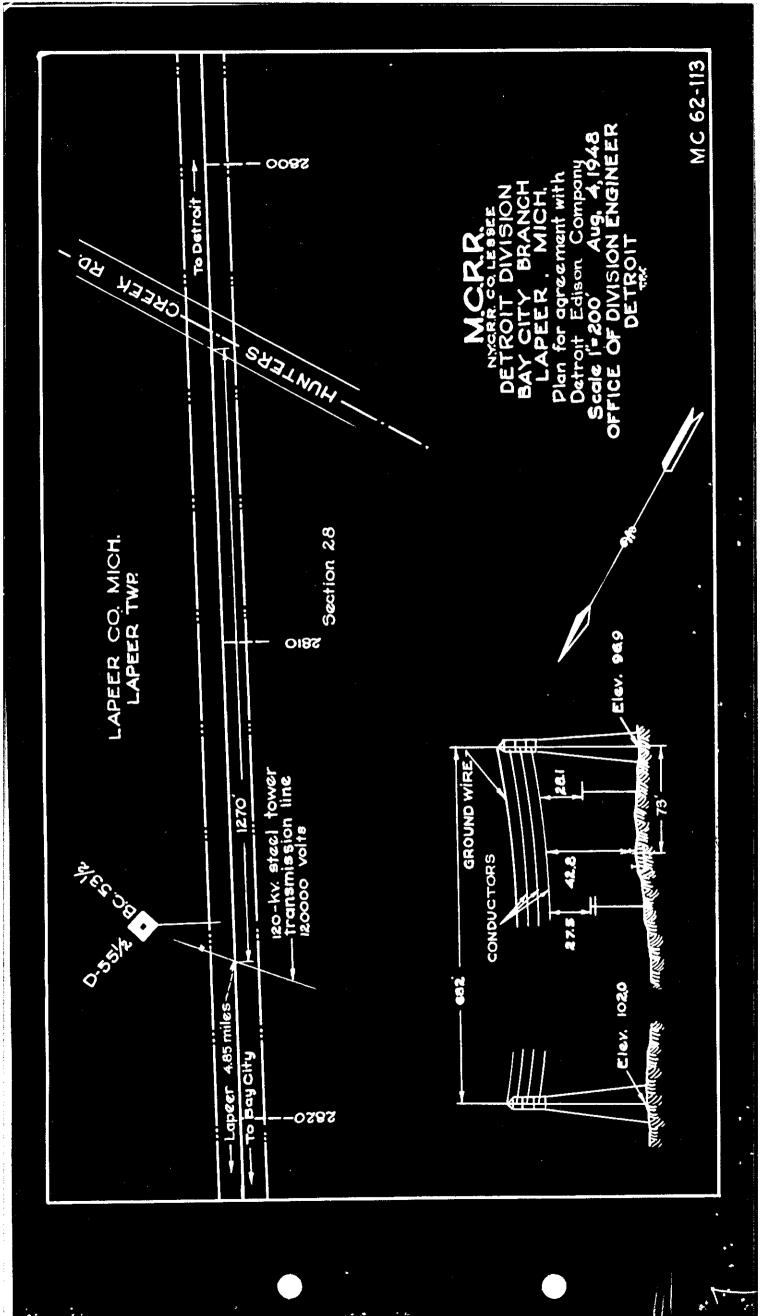
Conductors

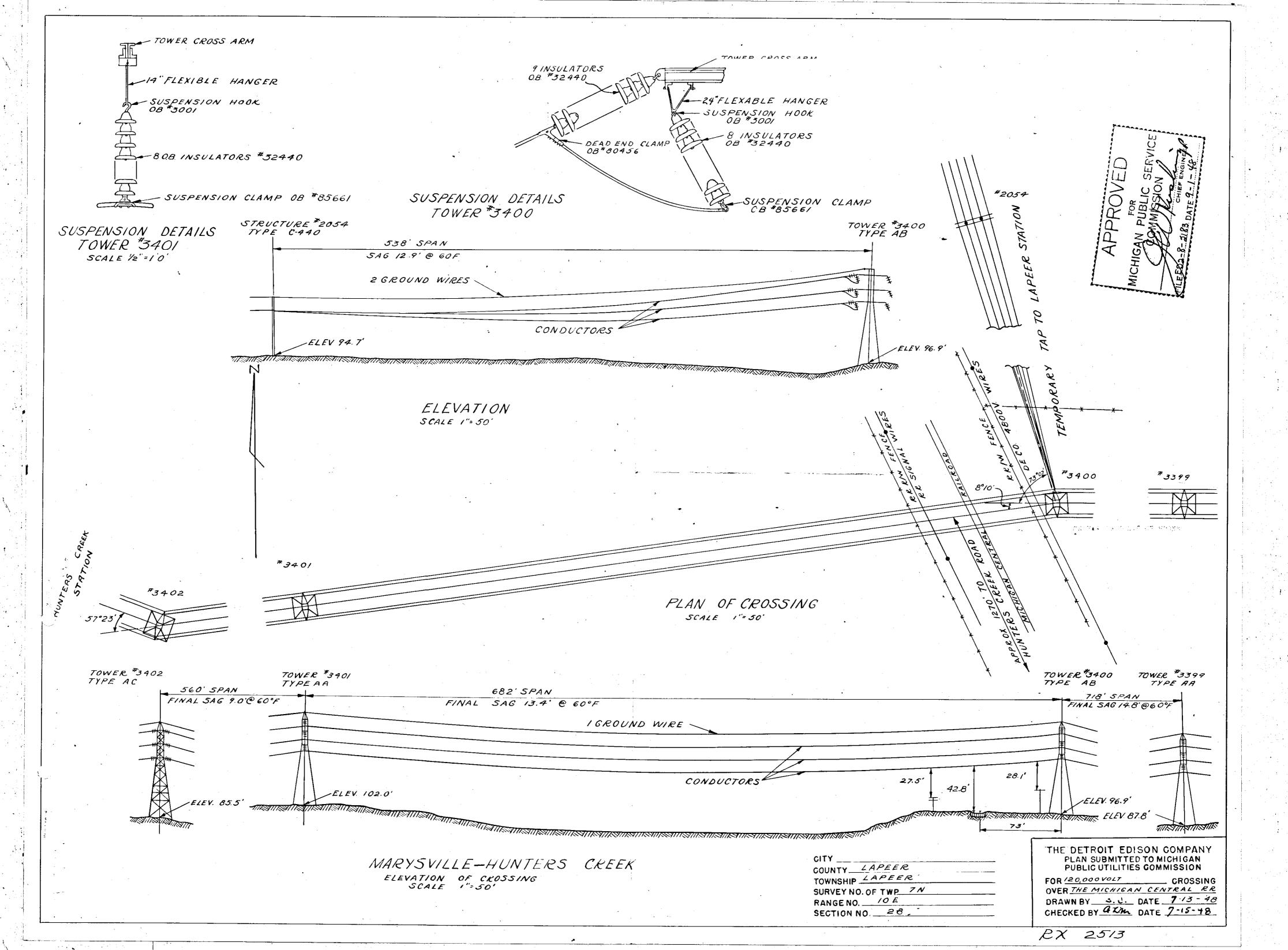
Proposed 6-477 Mcm ACSR 26al/7st conductors and one 3/8 inch Bethanized \*C\* 7 strand steel ground wire.

Insulators

See attached print RX-2513.

Engineering Division JSW:AD 7-15-48





RIW No. 12033

RX-2513

FD 2-8-2183 9-10-48