

X5-70913

R.C. file
12656

Quitclaim Deed - Michigan

THIS DEED made this 11th 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.

RECORDED RIGHT OF WAY NO. 12656

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 Section 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~~ ^{ending} for the property herein to be conveyed.

RECORDED RIGHT OF WAY NO.

12656

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 covenants 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;

RECORDED RIGHT OF WAY NO. 12656

(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.

RECORDED RIGHT OF WAY NO. 126576

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

Connie G. Stacey

By: James E. Schwab
JAMES E. SCHWAB
President

James Lawrence

Attest: Pamela S. Meyers
PAMELA S. MEYERS
Assistant Secretary

THE PENN CENTRAL CORPORATION

Connie G. Stacey

By: Hugh J. W. Brandt
HUGH J. W. BRANDT
Director - Real Estate

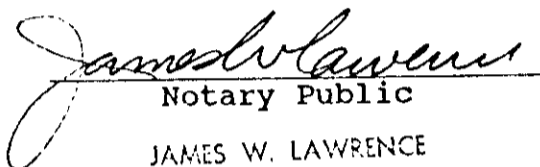
Beverly C. Smith

Attest: Pamela S. Meyers
PAMELA S. MEYERS
Assistant Secretary

RECORDED IN FILE NO. 12652

STATE OF OHIO :
 : ss.
COUNTY OF HAMILTON :

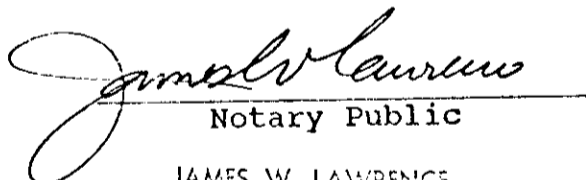
ON THIS 11th day of May, 1989, before me, a Notary Public in and for the State of Ohio, appeared JAMES E. SCHWAB, to me personally known, who, being by me duly sworn, did say that he is the President of THE MICHIGAN CENTRAL RAILROAD COMPANY, and that the seal affixed to said instrument is the corporate 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 11th day of May, 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, 1992

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

RECORDED RIGHT OF WAY NO. 12656



**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 *TW*

Subject: 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

R. W. [unclear]
Your copy
DTA
H/29/74

XXXXXXXXXX

April 29, 1974
File: 127

Mr. W. J. Arnold
Detroit Edison Company
2000 Second Street
Detroit, Michigan 48226

Dear Mr. Arnold:

Referring to conference held in our office on April 26, 1974, we are attaching your System Utility Account Rental Statement for Folio 127, revised as of April 29, 1974.

This is to advise that effective July 1, 1973, the annual rental on each agreement will be billed in accordance with the "Amount Due" column on the attached statement.

Yours truly,

PENN CENTRAL TRANSPORTATION COMPANY

(Signed) J. T. Sullivan
J. T. Sullivan
Chief Engineer

cc: W. H. Couch (2)

Copy of revised bill is attached for filing with contract records.

J. T. Sullivan

cc: J. P. Tarpey

Copy of RED-128 is attached for revised agreements.

J. T. Sullivan

cc: J. C. Hughes

RECORDED RIGHT OF WAY NO. 172052

DETROIT EDISON COMPANY
200 Second Street
Detroit, Michigan 48226

Acct. No. - Folio 127 - July 1973

<u>Rent No.</u>	<u>Leased Line Or Owning Company</u>	<u>Property Location</u>	<u>Agmt. Date</u>	<u>Amount Due</u>	<u>Type</u>
X570899	M. C. R.R. Co.	Detroit, Mich.	5- 5-30	\$ 350.00	A
X570900	"	Detroit, Mich.	12-30-41	710.00	A
X570901	"	Detroit, Mich.	12-14-28	75.00	A
X570902	"	Detroit, Mich.	3-14-49	85.00	A
X570903	"	Detroit, Mich.	12-19-47	97.00	A
X570904	"	Detroit, Mich.	6-10-52	191.00	A
X570905	"	Dexter, Mich.	9-13-35	75.00	1
X570906	"	Dexter, Mich.	7-22-48	100.00	A
X570907	"	Ecorse, Mich.	7-17-47	93.00	A
X570909	"	Four Mile L, Mich.	3-20-35	75.00	1
X570910	"	Geddes, Mich.	3-15-18	75.00	1
X570912	"	Goodison, Mich.	8-26-20	85.00	A
X570913	"	Hunters Crk., Mich.	9-27-49	150.00	1
X570914	"	Hutchinson, Mich.	6-19-50	75.00	1
X570915	P. C. T. Co.	Ida, Mich.	12- 5-29	25.00	1
X570916	M. C. R.R. Co.	Inkster, Mich.	1-16-52	75.00	1
X570917	"	Inkster, Mich.	8-15-47	150.00	1
X570918	"	Inkster, Mich.	3-13-47	154.00	A
X570919	"	Lapeer, Mich.	9- 6-32	302.00	A
X570920	"	Lapeer, Mich.	6-15-25	125.00	1
X570921	"	Lapeer, Mich.	1-18-49	75.00	1
X570922	"	Lapeer, Mich.	8-17-48	75.00	1
X570923	"	Lapeer, Mich.	8-17-48	150.00	1
X570925	"	Lapeer, Mich.	8-16-38	75.00	1
X570926	"	Lapeer, Mich.	10-25-38	138.00	A
X570927	P. C. T. Co.	Manchester, Mich.	12-23-38	75.00	1
X570928	"	Manchester, Mich.	3- 9-37	99.00	A
X570929	"	Manchester, Mich.	11-20-35	75.00	1
X570930	M. C. R.R. Co.	Metamora, Mich.	1-12-37	75.00	1
X570931	"	Metamora, Mich.	6-12-37	75.00	1
X570932	"	Metamora, Mich.	4- 9-40	75.00	1
X570933	"	Metamora, Mich.	2-14-50	264.00	A
X570934	"	Millington, Mich.	2-26-52	75.00	1
X570935	"	Millington, Mich.	1- 1-62	500.00	1
X570936	"	Millington, Mich.	11-25-49	75.00	1
X570937	"	Millington, Mich.	3- 6-50	75.00	1
X570940	P. C. T. Co.	Monroe, Mich.	5-21-40	125.00	1
X570941	"	Monroe, Mich.	4-19-48	100.00	A
X570942	M. C. R.R. Co.	Monroe, Mich.	10-12-20	125.00	1
X570943	"	Monroe, Mich.	7-23-40	267.00	A
X570944	"	Monroe, Mich.	3-18-29	130.00	A
X570945	"	Monroe, Mich.	3- 2-50	110.00	A
X570946	P. C. T. Co.	Monroe, Mich.	3- 8-50	93.00	A
X570947	"	Monroe, Mich.	4-28-50	97.00	A
X570948	M. C. R.R. Co.	Monroe, Mich.	4- 5-50	132.00	A
X570949	P. C. T. Co.	Monroe, Mich.	7-26-51	140.00	1
X570951	"	Newport, Mich.	10-10-49	75.00	1

RECORDED FROM OF WAY NO. 12654

INTERDEPARTMENT CORRESPONDENCE

Real Estate and Rights of Way Department

June 28, 1972

TO RECORDS CENTER:

Attached is fully executed copy of ^{supplemental} agreement/~~permit~~ from:

Penn Central Transportation Company Railroad File No. DE-140

Facilities Covered:

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

NOTE: This is an existing wood pole H-frame line relocated at the crossing point approximately 100 feet East.

Specific Location:

In private property 1900 feet North of Hunters Creek Road and 1200 feet East of Clark Road.

R. R. Valuation Station _____ Mile Post N of MP D-55

City/Village _____ Township Lapeer, Sec. 28

County Lapeer Detroit Edison Plan No. RX-2624A

Supplemental Agreement/~~XXXXX~~ Date May 22, 1972 R. R. Plan No. Used DECo. Plan

Original Agreement dated 9-27-49

Preparation Fee \$100.00 Annual Rental \$100.00 effective May 1, 1972

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

Attached Agreement is to be made a part of R/W 12656

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

REFERRED TO of
LAP-22
8-21-72
HB:dmk

RECORDS CENTER
RECEIVED JUL 12 72
TICKLER MADE
CLASSIFIED

8-16-72
A. EMMER

[Signature]
I. W. Gamble, Assistant to Director
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 12656
12656
12656

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

I, Earl B. Klomparens, Secretary of the Michigan Public Service Commission Do Hereby Certify,
That I have compared the annexed copy of Railroad Wire Crossing Permit No. ED2-8-7091

RECORDED RIGHT OF WAY NO.

12156

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

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

Earl B. Klomparens
Secretary

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

Railroad Wire-Crossing Permit No. ED2-8-7091

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

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

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

Township of
Lapeer

County of
Lapeer

State of
Michigan

Crossing of one (1) 120 KV, 60 Hz, 3 phase, 3 wire, transmission circuit, known as the Hunters Creek-Rush-Tuscola Line, on wood pole structures, with two (2) ground wires, located in private property at a point 1900' north of Hunters Creek Road, 1200' east of Clark Road, north of Railroad Mile Post #D-55, Section 28, T7N, R10E
3 - #3/0 HD, bare, stranded copper, phase conductors
2 - 5/16" copperweld ground wires

Per Drawing RX-2624A

RECORDED RIGHT OF WAY NO. 12656

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

MICHIGAN PUBLIC SERVICE COMMISSION

(S E A L)

Willis F. Ward
Chairman

Lenton G. Sculthorp
Commissioner

William R. Ralls
Commissioner

DATED: June 27, 1972

Earl B. Klomparens
Its Secretary

35
35C



I. W. GAMBLE

IG

JUN 19 1972

PENN CENTRAL
PENN CENTRAL TRANSPORTATION COMPANY
ROOM 601 6 PENN CENTER PLAZA
PHILADELPHIA, PENNSYLVANIA 19104

R/E & R/W DEPT:

CHIEF ENGINEER
ROOM 600
SIX PENN CENTER PLAZA
PHILADELPHIA, PA. 19104

DATE: June 13, 1972

FILE: DE-140

The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

ATTENTION: I. W. Gamble

GENTLEMEN:

ATTACHED, FOR YOUR RECORDS, IS FULLY EXECUTED COPY OF ^{supplemental} ~~AN~~ AGREEMENT BETWEEN YOUR Company AND OUR COMPANY DATED May 22, 1972, COVERING relocation of facilities north of Hunter's Creek, Michigan depot.

VERY TRULY YOURS,

C. E. Defendorf
C. E. DEFENDORF
CHIEF ENGINEER

ENCL.

RECORDED RIGHT OF WAY NO. 12652

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

June 3, 1972

Railroad File No. DE-140

Mr. C. E. Defendorf, Chief Engineer
Penn Central Transportation Company
Room 600, Attention Desk No. 3
Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

Dear Mr. Defendorf:

We are returning ~~agreement/permits~~ ^{Supplemental} in duplicate, covering our facilities over your tracks and ~~our~~ right of way as shown on our Plan RX-2624A and located as follows:

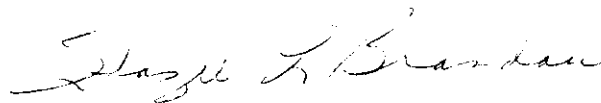
In private property approximately 1900 feet North of Hunters Creek Road and 1200 feet East of Clark Road.

North of MP D-55

City/Village _____ Township, Lapeer, Sec. 28,
County Lapeer. The ~~agreement/permits~~ ^{Supplemental} has been signed for our Company.

Will you please return one fully executed copy of this ~~agreement/permits~~ ^{Supplemental} ~~to~~ us for our records.

Yours very truly,



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

HB:dmk

DETERMINED RIGHT OF WAY NO. 12656

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

May 27, 1972

Michigan Public Service Commission
Lansing, Michigan 48913

Gentlemen:

The Detroit Edison Company, Detroit, Michigan, hereby makes application for authority to string the following wires over the tracks of the **Fenn Control Transportation Company, Lapour Township, Section 28, Lapour County, Michigan.**

One 120,000-volt transmission circuit with two ground wires located in private property 1900 feet North of Hunters Creek Road and 1200 feet East of Clark Road.

NOTE: This is an existing wood pole H-frame line relocated at the crossing point approximately 100 feet East.

N. of MP 8-55

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 3-22-72 R.R. File No. RR-140**
- Waiver of hearing by the Railroad Company is covered by blanket waiver.
- This application covers reconstruction of existing crossing and will cancel and supersede wire crossing permit No. **ED2-8-2420** dated **10-3-49**
- This is a new crossing.

RECORDED RIGHT OF WAY NO. 12652

EB:dmk Reference number of construction drawing is **RX- 2624A**

Yours very truly,

Permit No. ED2-8-7891

Date June 27, 1972

By MPSC

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

Notify R. S. Pycou, (Tel. 965-1574) at least three working days prior to construction.

T. W. GAMBLE

MAY 25 1972

R/E & R/W DEPT



PENN CENTRAL TRANSPORTATION COMPANY

GEORGE P. BAKER, RICHARD C. BOND, JERVIS LANGDON, JR., WILLARD WIRTZ, TRUSTEES

CHIEF ENGINEER
ROOM 600
SIX PENN CENTER PLAZA
PHILADELPHIA, PA. 19104

May 22, 1972
File: NE-140

**The Detroit Edison Company
2000 Second Ave.
Detroit, Mich. 48226**

Attention: I. V. Gamble, Supvr. E/W & R.E. Dept.

Gentlemen:

Reference is made to an agreement dated September 27, 1949, Registry Number 91626-S, wherein your Company was granted permission to construct an aerial crossing of three (3) 120,000 volt aerial power wires and two (2) ground wires over the tracks of the Railroad Company's Bay City Branch at a point approximately 1970 ft. north of the Depot of Hunter's Creek, Mich.

It is our understanding that you now desire to relocate these same facilities approximately 100 ft. to the east, as shown on Drawing Number EE-2624A, dated 2-3-72, which is hereto attached and hereby made a part of this supplemental agreement.

Formal consent of our Company is hereby given to the above mentioned relocation with the understanding that all the terms and conditions of the aforementioned agreement of September 27, 1949, will apply with full force and effect, except that the annual rental, effective May 1, 1972, shall be increased to \$100., and your Company shall, in addition to this increase in rental, pay the sum of \$100. for expenses incurred in the preparation of this supplemental agreement upon execution hereof. It is further understood you will notify Mr. R. S. Pysen, Division Engineer, Detroit, Mich. (Tel. 965-1574) at least three (3) working days prior to the start of work.

The Penn Central Transportation Company, lessee of The Michigan Central Railroad Company, hereby waives hearing in regard to your Company making the above mentioned construction provided that the work is done in a safe and satisfactory manner and subject to the rules and regulations of the Michigan Public Service Commission.

RECORDED RIGHT OF WAY NO. 13656

LAPPEK TWP

To confirm your acceptance of these conditions please have these letters signed by an authorized official of your Company and return same to this office. A fully executed copy will be forwarded in due course for your records.

George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR.

WITNESS:

J. F. Duncan

WITNESS:

Ivan W. Gamble

IVAN W. GAMBLE

C. E. DeFendorf
Chief Engineer

THE DETROIT EDISON COMPANY

W. C. Arnold

By: its

W. C. ARNOLD, DIRECTOR
Real Estate and Rights of Way Dept.

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

TO:

February 8, 1972

Mr. C. E. Defendorf, Chief Engineer
Penn Central Transportation Company
Room 600, Attention Desk No. 3
Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

Proposed Overhead Wire Crossing:

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

NOTE: This is an existing wood pole H-frame line relocated at the crossing point approximately 100 feet East.

*FILE
DE140*

Specific Location

In private property 1900 feet North of Hunters Creek Road and 1200 feet East of Clark Road, Lapeer Township.

RECORDED RIGHT OF WAY NO.

R. R. Valuation Station _____ R. R. Mile Post N. of MP D-55

City/Village _____ Township Lapeer, Section 28

County Lapeer Detroit Edison Plan Attached RX-2624A

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

Previous Agreement Information (if any) Date 9-27-49 (R. R. Plan) MC 64-103

Agreement No. 2858-6034 AD 6847

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

HB:dmk

FILE

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the Hunters Creek - Rush - Tuscola line over the Penn Central Railroad at a point approximately 1,900 feet north of Hunters Creek Road and 1,200 feet east of Clark Road, Lapeer Township, Lapeer County, Michigan. SECTION 28

Circuits

One 120,000 volt, 60 cycle, three-phase, three-wire transmission circuit with two ground wires. *This is an existing wood pole H-frame line relocated at the crossing point approx. 100 ft. East.*

Poles

Wood poles - Western Red Cedar. See drawing Rx-2624A for height and class.

Conductors

3/0 Bare, hard-drawn, stranded copper conductors and two 5/16" Copperweld ground wires.

Insulators

5-3/4" x 10" O.B. 32440, 7 units in suspension; 8 units in strain.

Crossarms

Double crossarms. 8-3/4" x 3-3/4", Douglas Fir.

Guy and Guy Attachments

See drawing ED-1653.

Guy Clamps and Insulators

Eight-inch expanding, set 7 1/2' deep.

Guy Anchor and Anchor Rods

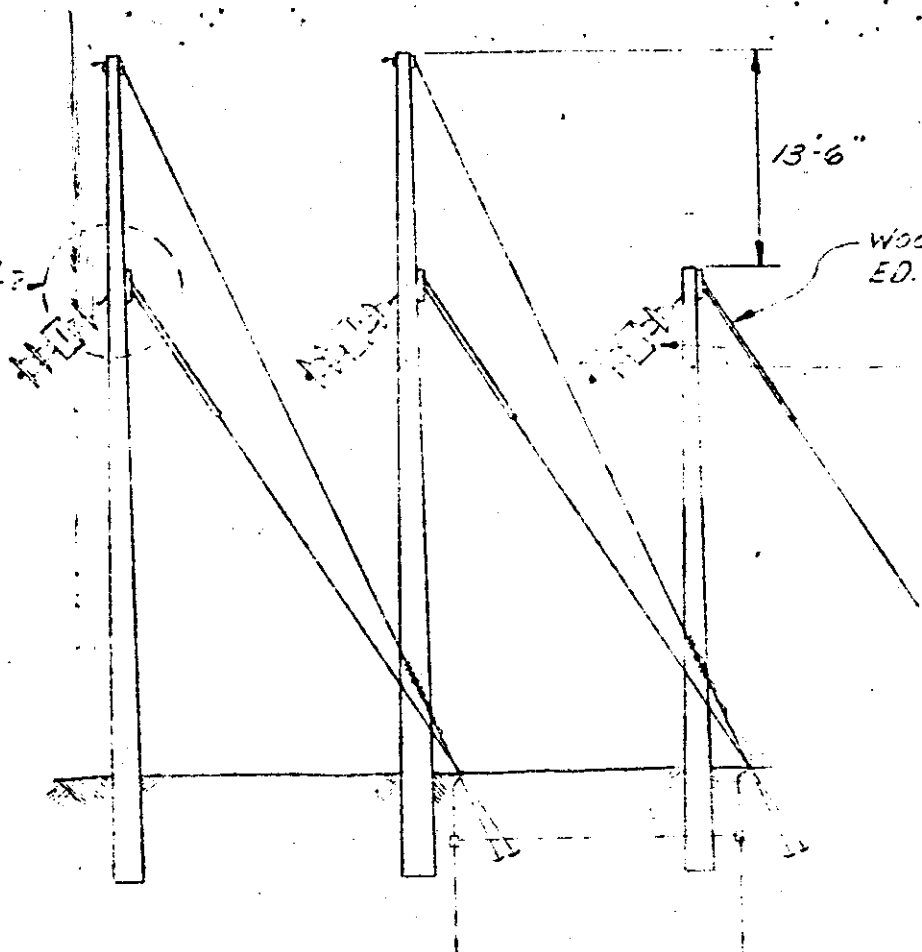
3/4" x 8'.

Suspension and Deadend Details

See drawings ED-1653 (H.P.O.) and Detail 6354 (TAN X).

RECORDED RIGHT OF WAY NO. 12652

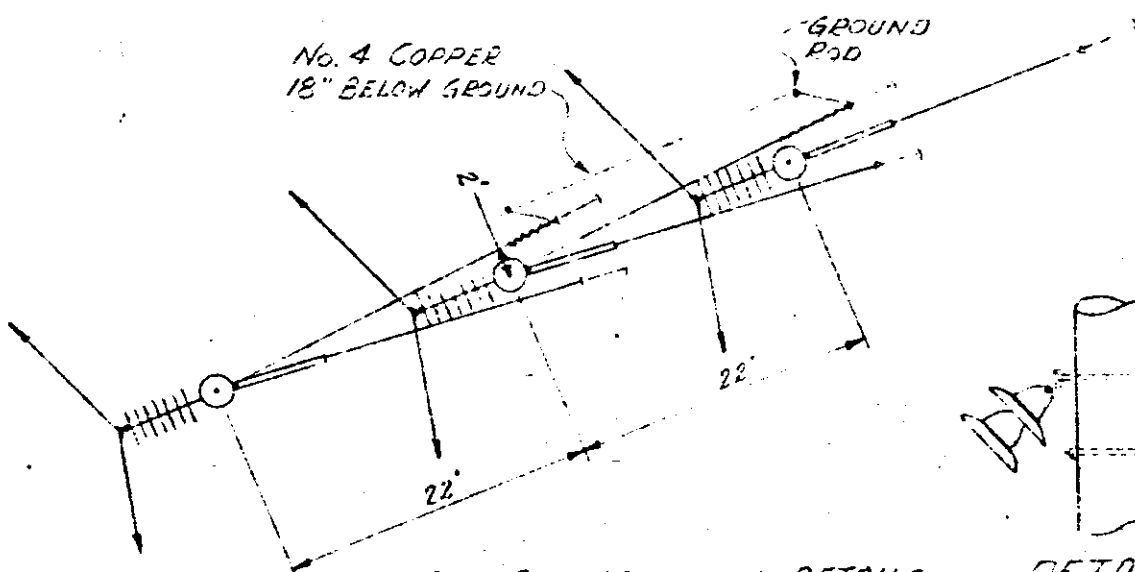
SEE
DETAIL
'A'



WOOD GUY INSULATOR
ED. No. 761-0105

7-INSULATORS
ED. No. 761-0031

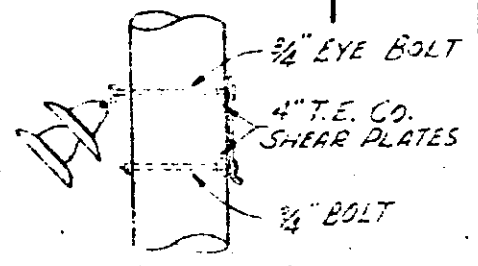
RECORDED RIGHT OF WAY NO. 12652



No. 4 COPPER
18" BELOW GROUND

GROUND
ROD

FOR CONSTRUCTION DETAILS
SEE DWG. 655773-14



DETAIL 'A'

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

HPO
HORIZONTAL FULL OFF
STRUCTURE 120KV

THE DETROIT EDISON COMPANY
PLANNING & PROJECT ENG'G. DEPT.

DATE
11-29-55

DWG. NO.
ED-1653

***FINAL SAG TABLE**

*** 000 MCM CU 7 ***

HUNTERS CREEK

SPANS ARE IN FEET. SAGS ARE IN FEET.

THE CONTROLLING CONDITION IS 3683. LBS. OF INITIAL TENSION AT 0. DEGREES. (TEMPERATURE-LOAD INDEX OF 1)

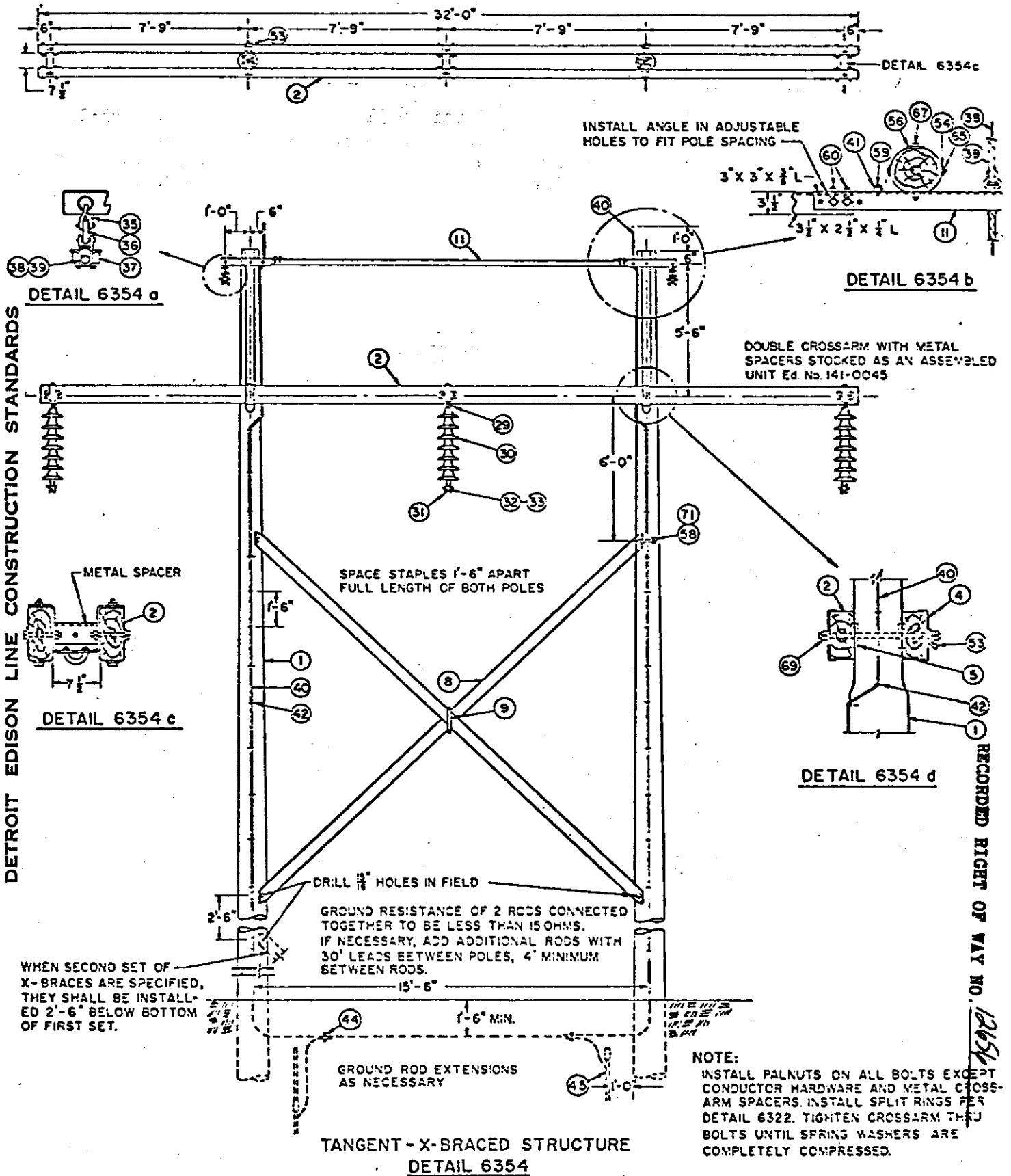
ACTUAL SPANS FOR THIS RULING SPAN, 589. FT., ARE GIVEN ALONG THE TOP MARGIN AND TEMPERATURES ALONG THE LEFT MARGIN

	742.	125.	681.	380.	675.	625.	558.	575.	450.	400.	600.	550.	575.	550.	580.	600.	
0.F	22.32	0.63	18.80	5.85	18.47	15.83	12.62	13.40	8.21	6.49	14.59	12.26	17.13	13.40	12.26	13.64	14.59
10.F	22.88	0.65	19.27	6.00	18.93	16.23	12.94	13.74	8.41	6.65	14.96	12.57	17.55	13.74	12.57	13.98	14.96
60.F	25.57	0.73	21.54	6.71	21.16	18.14	14.46	15.35	9.40	7.43	16.72	14.05	19.62	15.35	14.05	15.62	16.72
120.F	28.59	0.81	24.09	7.50	23.66	20.29	16.17	17.17	10.52	8.31	18.70	15.71	21.94	17.17	15.71	17.47	18.70

	700.	450.	650.	585.	534.	687.	527.	670.	654.	646.	480.	470.	400.	622.	503.	558.	583.
0.F	19.86	8.21	17.13	13.87	11.56	19.13	11.26	18.20	17.34	16.92	9.34	8.95	6.49	15.68	10.26	12.62	13.78
10.F	20.36	8.41	17.55	14.22	11.85	19.61	11.54	18.65	17.77	17.34	9.57	9.18	6.65	16.07	10.51	12.94	14.12
60.F	22.75	9.40	19.62	15.89	13.24	21.92	12.90	20.85	19.86	19.38	10.70	10.26	7.43	17.97	11.75	14.48	15.78
120.F	25.45	10.52	21.94	17.77	14.81	24.51	14.42	23.31	22.21	21.67	11.97	11.47	8.31	20.09	13.14	16.17	17.65

	608.	493.	546.	629.	550.	632.	495.
0.F	14.98	9.85	12.08	16.04	12.26	16.19	9.93
10.F	15.36	10.10	12.39	16.44	12.57	16.60	10.18
60.F	17.17	11.29	13.84	18.37	14.05	18.55	11.38
120.F	19.20	12.62	15.48	20.55	15.71	20.74	12.73

RECORDED RIGHT OF WAY NO. 12657



This Agreement, made this **27th** day
of **September** 19**49**, between THE NEW YORK CENTRAL RAILROAD
COMPANY, Lessee of **the Michigan Central Railroad,**
hereinafter called First Party, and **THE DETROIT EDISON COMPANY, a New York corporation,**
(address: 2000 Second Avenue, Detroit 26, Michigan,)

hereinafter called Second Party,

Witnesseth, that First Party, for and in consideration of the sum of
Forty-Five (\$45.00) dollar^s 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 and use a 120 Kv. transmission**
line, consisting of 3 - #000 bare, HD, stranded copper conductors and two 5/16"
Copperweld ground wires, across the right-of-way and over the track of the Bay
City Branch of First Party, at a point about two thousand thirty (2030) feet north
of Hunters Creek Road, East of Clark Road, in Lapeer Township, Lapeer County,
Michigan, approximately one thousand nine hundred seventy (1970) feet north of the
Depot at Hunters Creek; said transmission line to be constructed in the location
approximately as shown between the letters A and B on the blue print from First
Party's plan, designated "MC 64-103," which is hereto attached and hereby made a
part hereof;

~~and at the point shown upon the map or blueprint thereof, designated~~
~~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 enjoy-
ment 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.

FIRST PARTY'S PLAN - 12654
Deposited by First Party
5/22/49

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.

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.

RIGHT OF WAY FILE NO. 1255

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.

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.

ELEVENTH: Second Party hereby agrees to pay to First Party, upon presentation of bills, the sum of Three Dollars, Seventy-five Cents (\$3.75) for the period October 1st to December 31st, 1949, and the sum of Fifteen Dollars (\$15.00) per annum, beginning on the 1st day of January, 1950, and thereafter on the first day of each successive one (1) year period during the term and continuance of this agreement.

RIGHT OF WAY FILE NO. 2222

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

THE NEW YORK CENTRAL RAILROAD COMPANY,

Lessee of **the Michigan Central Railroad,**

Approved.

W H Miesse
District Engineer.

By

R B Rice
Real Estate and Tax Agent.

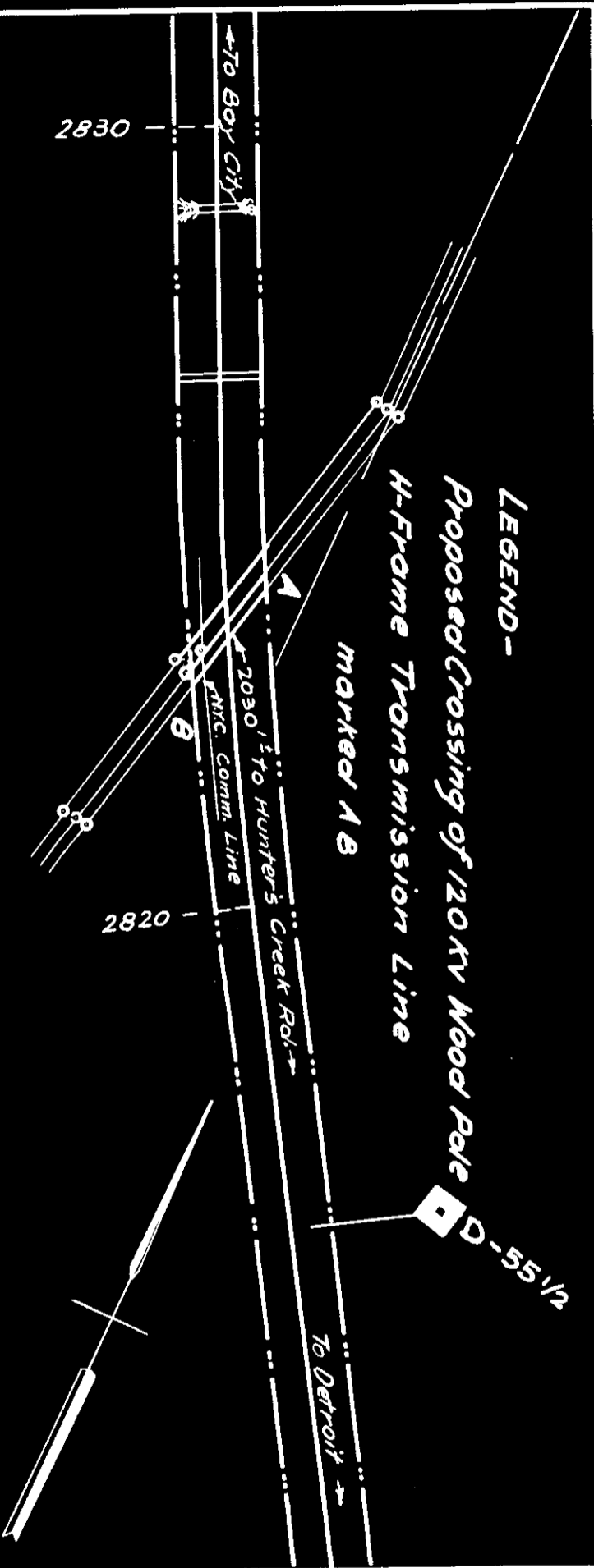
THE DETROIT EDISON COMPANY,

By *Richard H Taylor*

RIGHT OF WAY AGENT

W. S. H
W B W

RIGHT OF WAY FILE NO. 2257



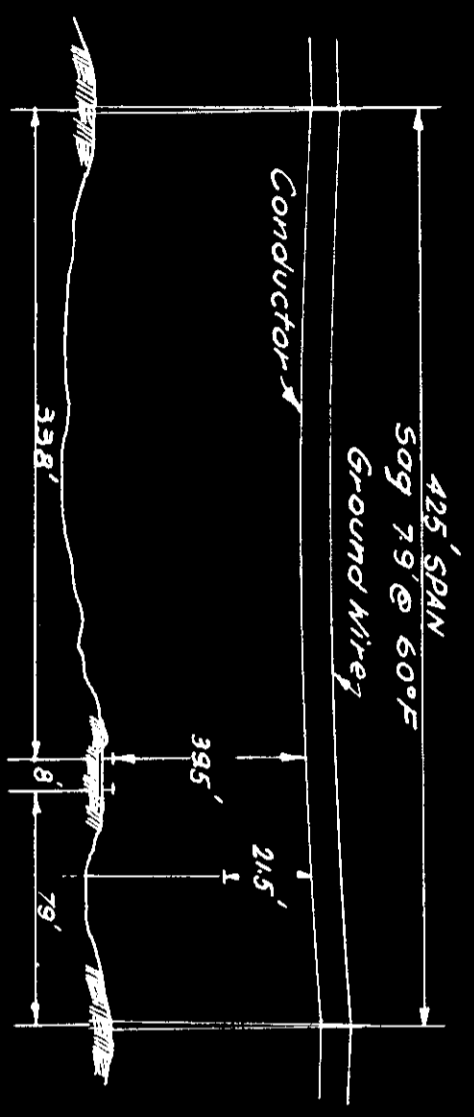
LEGEND -

Proposed Crossing of 120kV Wood Pole

H-Frame Transmission Line

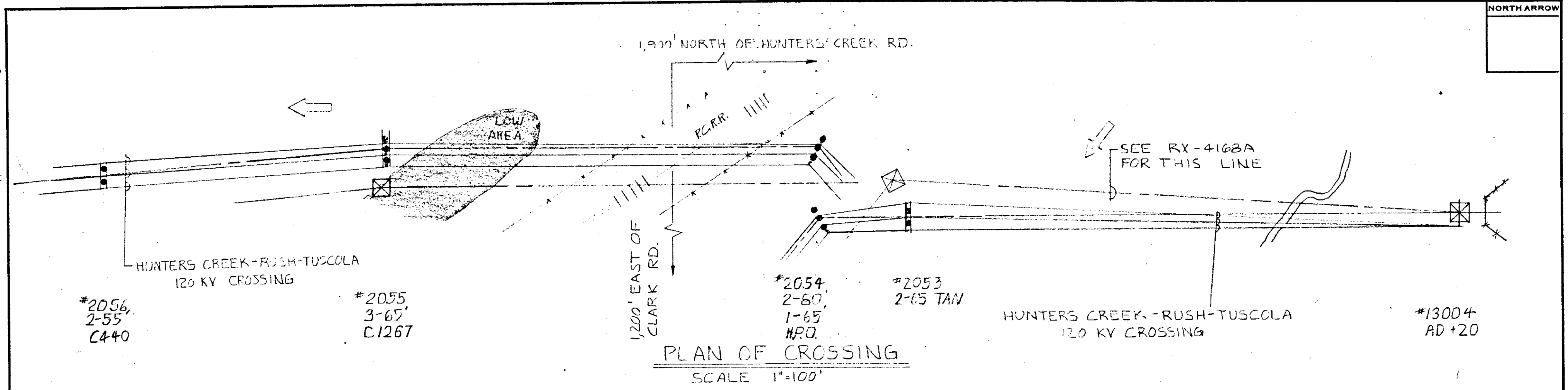
marked A B

D-55 1/2

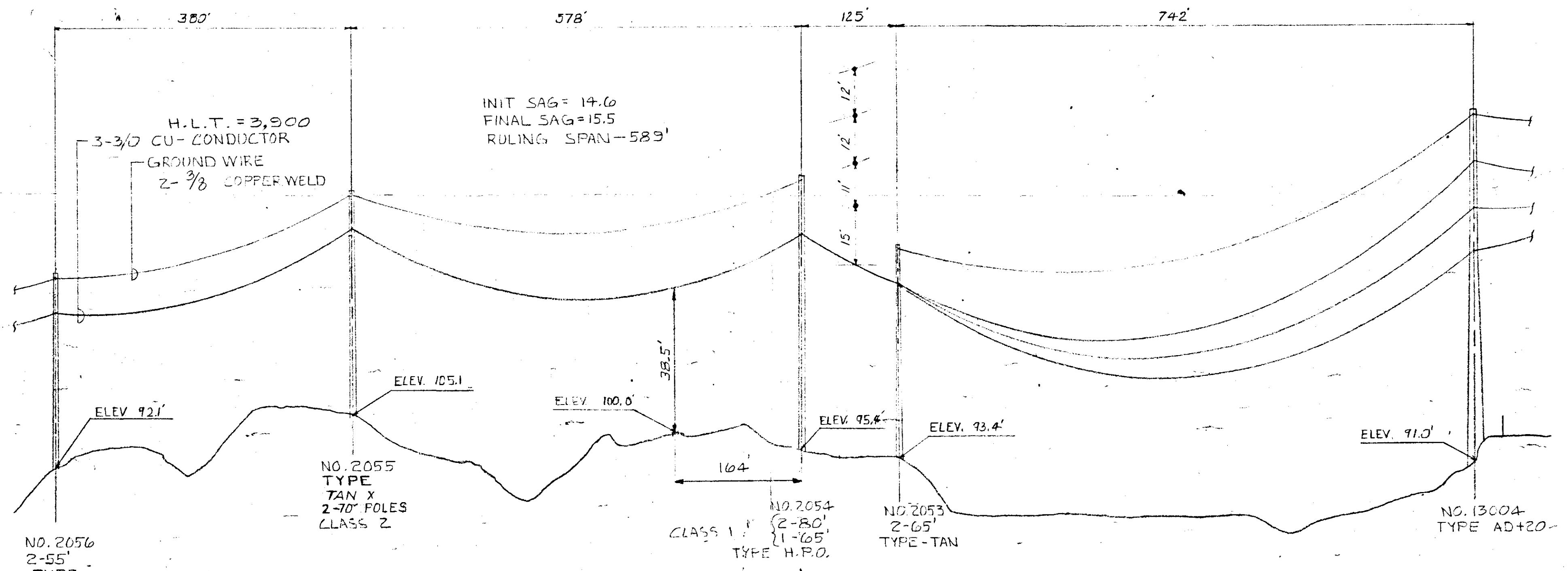


Elevation of Crossing Looking East
No Scale

MCRP
NYCRR CO LESSEE
DETROIT DIVISION
BAYCITY BRANCH
LAPER, MICH.
Pion for agreement with
DETROIT EDISON CO.
Scale 1"=200' Sept. 20, 1949
OFFICE DIVISION ENGR.
DETROIT



PLAN OF CROSSING
SCALE 1"=100'



ELEVATION OF CROSSING

SCALE: HOR 1"=100'
VER. 1"=20'

ALL DIMENSIONS
AT 60°F FINAL

CITY _____
COUNTY LAPEER
TOWNSHIP LAPEER
T. 7-N, R. 10-E
SECTION NO. 28

THE DETROIT EDISON COMPANY	
PLAN SUBMITTED TO	
MICHIGAN PUBLIC SERVICE COMMISSION	
FOR 120,000 VOLT CROSSINGS	
OVER PENN CENTRAL R.R.	
DRAWN BY M. JOHNSON	DATE 1-28-72
APPROVED BY <i>[Signature]</i>	DATE 2-3-72
PERMIT NO. ED	DRAWING NO. RX-2624A

RECORDED RIGHT OF WAY NO. 12656