

Date: July 1, 1994  
To: Bruce F. Conrad  
From: Tom Wilson  
Subject: Request to Process Crossing Revision Notification

This memo is related to the planned reconstruction of an overhead wire crossing over Penn Central (former railroad land and tracks), by The Detroit Edison Company, in the SW 1/4 of Section 28, Lapeer Township, Lapeer County, Michigan.

1. Location: 1,700 feet east of Clark Road and 1,200 feet north of Hunters Creek Road.
2. Detroit Edison Project and Crossing Nos.: BT9759, RX3807A
3. This is a reconstruction of an existing crossing (Previous Penn Central License No. 0571221/Agreement date: January 29, 1968). Information on this crossing is retained in Edison Row File No. 25010.

In an agreement dated November 3, 1992, The Penn Central Corporation conveyed permanent easement rights to Detroit Edison for this crossing location. Under terms of this easement, you may proceed with your work as you wish.

RECORDED RIGHT OF WAY NO. 25010

X5-71221

R.C. file  
25010

Quitclaim Deed - Michigan

THIS DEED made this 11<sup>th</sup> 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. 25010

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. 25210

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. 25210

(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. 25210

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

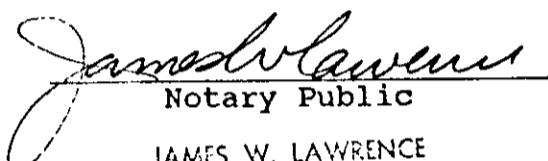
Beverly C. Smith

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

RECORDED RIGHT OF WAY NO. 25210

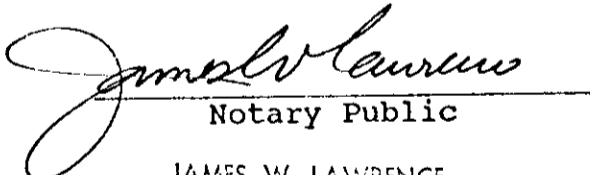
STATE OF OHIO :  
: ss.  
COUNTY OF HAMILTON :

ON THIS 11<sup>th</sup> 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 11<sup>th</sup> 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. 25210



**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

c:TW12.1

RECORDED RIGHT OF WAY NO.

*25-210*

*SEE:*

RECORDED RIGHT OF WAY NO.

*44219*



INTERDEPARTMENT CORRESPONDENCE

March 20, 1968

TO RECORDS CENTER:

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

NEW YORK CENTRAL SYSTEM RR File: M-DE-674

Facilities Covered: **One 345,000 volt transmission circuit with two ground wires.**

Specific Location: **Approximately 1700 feet East of Clark Road and approximately 1200 feet North of Hunters Creek Road.**

R. R. Valuation Station 2815+50 ± Mile Post \_\_\_\_\_

City/Village \_\_\_\_\_ Township Lapeer, Section 28

County Lapeer Detroit Edison Plan No. RX-3807

Agreement/~~Permit~~ Date 1-29-68 R. R. Plan No. Used DE Co. 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.

REFERRED TO
<i>[Handwritten initials]</i>

**RECORDS CENTER**  
 RECEIVED MAR 28 1968  
 INDEXED  
 CLASSIFIED

GEN'L. ACCTG. DEPT.  
 ENTERED - ~~amm~~  
 CONTRACT BOOK NO. 25010  
 DATE 4-15-68  
 BY Parkinson La Monte  
 CHECKED BY [Signature]

I. W. Gamble, Supervisor of Rights of Way Properties and Rights of Way Department

APR 10 1968  
LPR 22

RECORDED RIGHT OF WAY NO. 25010



CE-AE-22

C. E. Defendorf  
Chief Engineer

**PENN CENTRAL**

466 Lexington Avenue  
New York, N.Y. 10017

Date: March 15, 1968

File No.: M-DE-674

I. W. GAMBLE  
ps  
MAR 1 1968

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

R/W DEPT.

Gentlemen: Att: Mr. I. W. Gamble, Spvr. of R/W, Properties & R/W Dept.

Attached, for your records, is fully executed copy of an agreement between our respective companies, dated Jan. 29, 1968, covering six (6) 345,000-volt power wires and two (2) ground wires, at val. sta. 2815+50±, located 0.25 of a mile west of the valuation station of Hunters Creek, Michigan.

Very truly yours,

*C. E. Defendorf*  
Chief Engineer.

Encl.

RECORDED RIGHT OF WAY NO. 25010

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

March 8, 1968

Railroad File No. M-DE-674

Mr. C. E. Defendorf, Chief Engineer  
The Pennsylvania New York Central Transportation Company  
Room 912, 466 Lexington Avenue  
New York, New York 10017

Dear Mr. Defendorf:

We are returning agreement/~~permit~~, in duplicate, covering our facilities over your tracks and/or right of way as shown on our Plan RX-3807, and located as follows: **Approximately 1700 feet East of Clark Road and approximately 1200 feet North of Hunters Creek Road.**

City/Village \_\_\_\_\_ Township, Lapeer, Section 28,  
County Lapeer. The agreement/~~permit~~ has been signed for our Company.

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

Yours very truly,



**I. W. Gamble**  
Supervisor of Rights of Way  
Properties and Rights of Way Dept.

JVS/jft  
Enclosures

RECORDED RIGHT OF WAY NO. 25010



**PENN CENTRAL**

CE-AE-16

I. W. GAMBLE  
MAR 4 1968  
PROP. & R/W DEPT.

C.E. Defendorf  
Chief Engineer

466 Lexington Avenue  
New York, N.Y. 10017

File: M-DE-674

February 29, 1968

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Re: Our letter of Nov. 14, 1967

Gentlemen: Att: Mr. I. W. Gamble, Spvr. of R/W, Properties & R/W Dept.

Attached, in duplicate, is proposed agreement dated Jan. 29, 1968, between our respective companies, covering six (6) 345,000-volt power wires and two (2) ground wires, at val. sta. 2815+50±, located 0.25 of a mile west of the valuation station of Hunters Creek, Michigan.

Please arrange to have both copies executed on behalf of your Company and return to this office for similar handling by our Company. A fully executed copy will be sent to your in due course for your records.

Yours very truly,

*C E Defendorf*  
Chief Engineer

Encl.

RECORDED RIGHT OF WAY NO.

25010

**This Agreement**, made this ...29th...day

of .....January....., 1968, 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,

hereinafter called Second Party,

**Witnesseth**, that the parties hereto, in consideration of the covenants and agreements hereinafter contained, covenant and agree as follows:

First Party hereby licenses and permits, but without warranty, the Second Party, to **construct, maintain, operate, repair and use six (6) 345,000-volt power wires and two (2) ground wires, over and across the lands, roadway and tracks of First Party at valuation station 2815+50±, located at a point 0.25 of a mile west of the valuation station of Hunters Creek, Michigan; said facilities to be constructed, maintained, operated, repaired and used in accordance with Drawing RX-3807, submitted by Second Party and approved by First Party, at the point shown on the location plan**

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 as will not interfere with the proper and safe use, operation, and enjoyment of the property and railroad of 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.

RECORDED RIGHT OF WAY NO. 25010

**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. Second Party shall in no instance be relieved from making such payments by any third party or parties agreeing in any manner to assume or pay same.

**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 at all times hereafter assume all liability for, and pay and indemnify and save harmless First Party from and against any and all 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, presence or removal of said WORK, regardless of whether or not caused or contributed to by the negligence of First Party, its agents, or employees.

**SEVENTH:** This agreement and the 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.

RECORDED RIGHT OF WAY NO. 25010

**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 and 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 agrees to pay to First Party, (1) the sum of \$ 100.00.... as a preparation fee, and (2) as rental for the privilege herein granted the sum of \$ 100.00..... per annum, beginning on the first day of **December, 1967** , and thereafter annually, in advance, during the term and continuance of this permit.

RECORDED RIGHT OF WAY NO. 25010

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.

AS TO  
FORM  
Grew

THE NEW YORK CENTRAL RAILROAD COMPANY  
Lessee of The Michigan Central Railroad

By: *C. P. DeFord*  
Chief Engineer

THE DETROIT EDISON COMPANY

By: *R. Q. Duke*

Its: R. Q. DUKE, DIRECTOR  
Properties and Rights of Way Dept.

*H. P. ...*

RECORDED RIGHT OF WAY NO. 25010



INTERDEPARTMENT CORRESPONDENCE

November 30, 1967

NOTICE OF PERMIT RECEIVED

TO: Mr. Martin F. Wider, A-400 Warren Service Center  
Overhead Lines Department

Michigan Public Service Commission Permit ED2-8-6149 11-27-67

For crossing of steel tower ~~structure~~ transmission line over tracks of \_\_\_\_\_  
New York Central System

Location: **Approximately 1700 feet East of Clark Road and  
approximately 1200 feet North of Hunters Creek Road.  
Railroad Valuation Station 2815+50<sup>+</sup>.**

City/Village \_\_\_\_\_

Township Lapeer, Section 28

County Lapeer Crossing Plan No. RX-3807

I. W. Gamble/nk  
Properties and Rights of Way Dept.

CC - RAILROAD CROSSING ENGINEER,  
GENERAL ENGINEERING  
TRANSMISSION ENGINEER,  
GENERAL ENGINEERING

RECORDED RIGHT OF WAY NO.

25012

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

November 21, 1967

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 **New York Central System in the Township of Lapeer, Section 28, Lapeer County, Michigan**

**One 345,000 volt transmission circuit with two ground wires, located over the tracks of the New York Central Railroad approximately 1700 feet east of Clark Road and approximately 1200 feet north of Hunters Creek Road. Railroad Valuation Station 2815+50\***

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. (11-14-67)
- 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.

RECORDED RIGHT OF WAY NO. 25012

Reference number of construction drawing is **RX-3807, 3 copies enclosed**

**Railroad File No. M-DE-674**

Yours very truly,



**I. W. Gamble  
Supervisor of Rights of Way  
Properties and Rights of Way Dept.**

## NEW YORK CENTRAL SYSTEM

C. E. DEFENDORF  
CHIEF ENGINEER400 LEXINGTON AVENUE  
NEW YORK, N. Y. 10017

File: M-DE-674

November 14, 1967

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226Gentlemen: Att: Mr. I. W. Gamble, Spvr. of R/W, Properties and R/W Dept.

Reference is made to your letter dated October 5, 1967, attaching copies of your drawing RX-3807, indicating your proposed installation of six (6) 345,000-volt power wires and two (2) ground wires, over and upon our right of way and tracks at val. sta. 2815+50±, located 0.25 of a mile west of Hunters Creek, Michigan.

We have no objections to the installation as mentioned above with the understanding that you will enter into our usual form of revocable agreement when presented, providing for a consideration charge of \$100.00 and an annual rental of \$100.00.

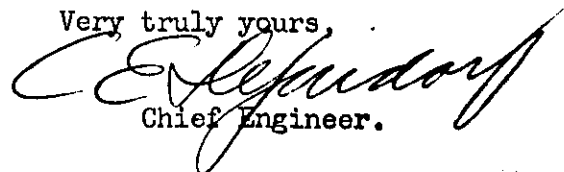
Should you desire to proceed with the installation prior to the execution of the agreement, we would have no objections with the further understanding that you will reimburse the Railroad Company for any expense it may incur account of said installation and that you shall in no instance be relieved from making such payments by any third party or parties agreeing in any manner to assume or pay same, the work will be performed in a safe and satisfactory manner, your Company to assume all liability in connection with the work, and that you will notify Mr. G. W. Deblin, District Engineer, Detroit, Mich. (tel: Area Code 313 - No. TA-5-7000 Ext. 2021 or 2351),

three (3) working..days prior to starting work.

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

If the above conditions are satisfactory, please have an authorized official of your Company indicate acceptance in the space provided on the duplicate of this letter and return it to this office, it being understood that no work can be started until the above-mentioned notification procedures are followed.

Very truly yours,



Chief Engineer.

ACCEPTED

By Ivan W. Gamble  
 Title PROPERTY ENGINEER Date NOV 21 1967  
 Ivan W. Gamble, Supervisor of Rights of Way  
 Properties and Rights of Way Department

RECORDED BY: 25010

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

TO:

October 5, 1967

Mr. C. E. Defendorf, Chief Engineer  
New York Central System  
Room 912, 466 Lexington Avenue  
New York, New York 10017

Proposed Overhead Wire Crossing: **One - 345,000 volt transmission circuit with two ground wires.**

Specific Location **Approximately 1700 feet East of Clark Road and approximately 1200 feet North of Hunters Creek Road.**

RECORDED RIGHT OF WAY NO  
25810

R. R. Valuation Station \_\_\_\_\_ R. R. Mile Post \_\_\_\_\_

City/Village \_\_\_\_\_ Township **Lapeer, Section 28**

County **Lapeer** Detroit Edison Plan Attached **EX-3807**

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, Supervisor of Rights of Way  
Properties and Rights of Way Department

STATE OF MICHIGAN  
BEFORE MICHIGAN PUBLIC SERVICE COMMISSION

Standard Railroad Wire-Crossing Permit No. **RD2-8-6149**

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

Pursuant to Act No. 171 of the Session Laws of 1893, 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  
**New York Central System**  
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**  
**Lapeer**  
  
**County of**  
**Lapeer**  
  
**State of**  
**Michigan**

**Crossing of one (1) 345 kv, 60 cycle, 3 phase, 6 wire circuit with two (2) ground wires, known as "St. Clair-Thetford" 345 kv transmission line, located approximately 1700' east of Clark Road and approximately 1200' north of Hunters Creek Road, Section 28, T7N, R10E**  
**6 - 954 MCM (54/7) ACSR Phase Conductors**  
**Bundled 2 conds. per circuit - 18" spacers**  
**2 - 159 MCM (12/7) ACSR Ground Wires**

**Per Dog. EX-3807**

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 **27th** day of **November** A.D. 19 **67**

MICHIGAN PUBLIC SERVICE COMMISSION

**Peter B. Spivak**  
.....  
Chairman,

**Willis F. Ward**  
.....  
Commissioner,

Countersigned

**Knight D. McElnesson**  
.....  
Secretary

**William A. Boos, Jr.**  
.....  
Commissioner.

RECORDED  
MICHIGAN PUBLIC SERVICE COMMISSION  
25010

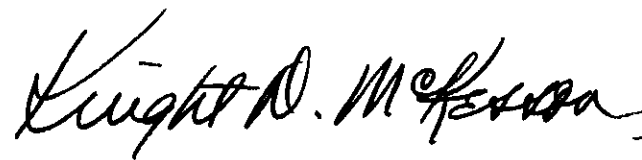
STATE OF MICHIGAN SS.  
Office of the Michigan Public Service Commission

I, Knight D. McKesson, Secretary of the Michigan Public Service Commission Do Hereby Certify,  
That I have compared the annexed copy of **Railroad Wire Crossing Permit**  
**No.** ED2-8-6149

RECORDED RIGHT OF WAY NO. 25810

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 November in the year of our Lord one thousand nine hundred sixty-seven



Secretary

DATA SHEET TO ACCOMPANY DRAWING RX-3807

Name of Company

The Detroit Edison Company

Name and Location of Crossing

Crossing of the "St. Clair-Thetford" 345 KV transmission circuit over the New York Central R.R. approximately 1700' east of Clark Road and approximately 1200' north of Hunters Creek Road in Section 28 of Lapeer Township, Lapeer County, Michigan.

Circuits

One - 345,000 volt, 60 cycle, 6-wire, 3 phase transmission circuit with two ground wires.

Towers and Crossarms

See attached photostats No. T-9434 and No. T-9975.

Conductors

Two 954 MCM 54/7 ACSR conductors per phase with 18" subspacing and two 159 MCM 12/7 ACSR ground wires.

Insulators

17-5 3/4" x 10" O.B. #32440 or equivalent in suspension.  
17-5 3/4" x 10" Lapp #40640 or equivalent in deadend.

Guy and Guy Attachments

None

Guy Clamps and Insulators

None

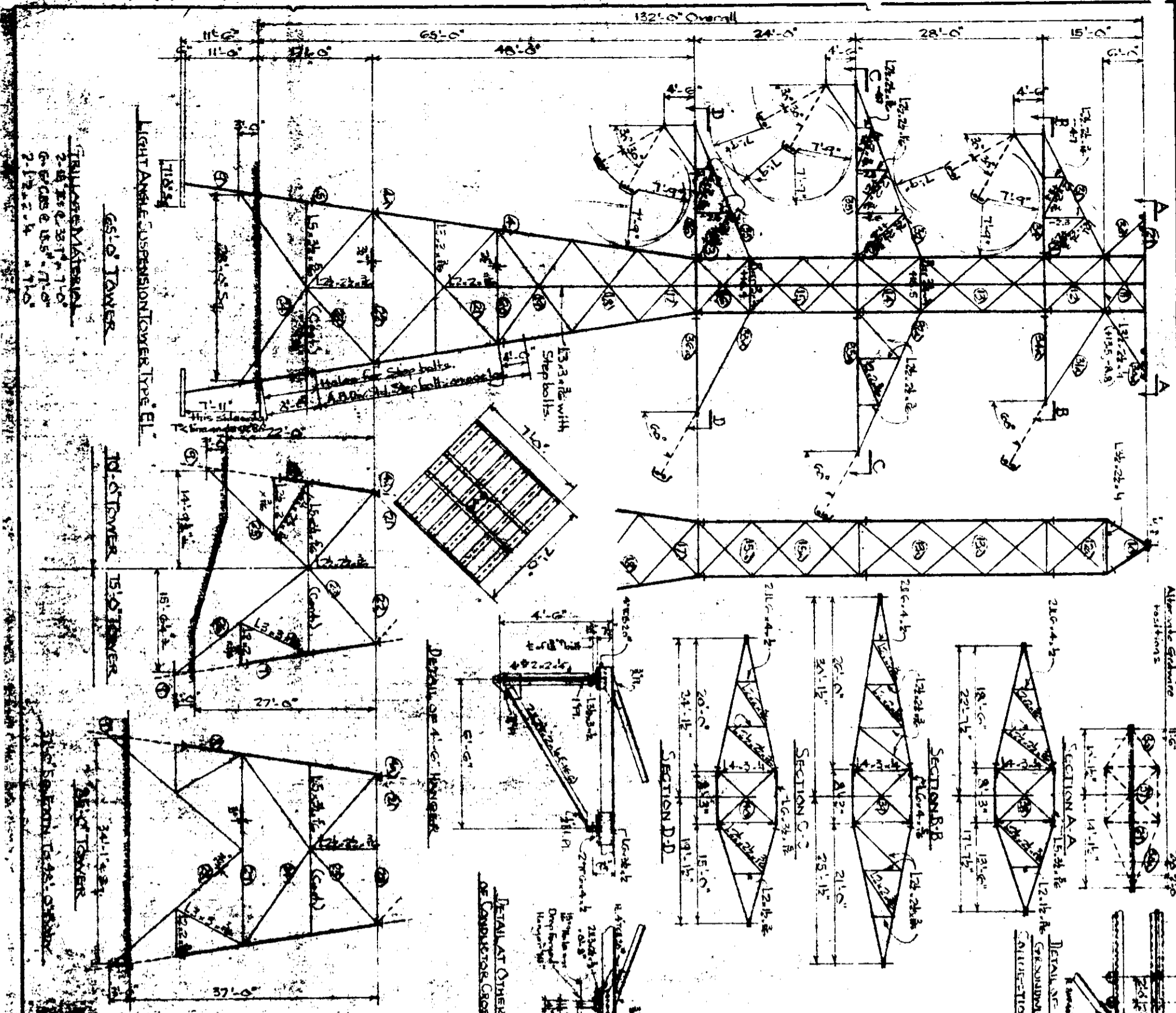
Guy Anchor and Anchor Rods

None

Suspension and Deadend Details

As per attached drawing No. ED-5924.

RECORDED RIGHT OF WAY NO. 25010



U#	Section	Stress
1	180	14,445
2	1022	16,600
3	2202	18,814
4	339	10
5	2418	15
6	2313	15
7	3320	15
8	2214	15
9	1347	15
10	41	13,200
11	36	12,150
12	170	12,200
13	111	12,200
14	378	14,445
15	336	15
16	517	15
17	32	14,445
18	587	14,445
19	21	13,200
20	27	13,200
21	23	13,200
22	23	13,200
23	177	15
24	208	15
25	228	15
26	134	15
27	102	15
28	43	15,200
29	157	15,200
30	157	15,200
31	182	14,445
32	244	13,200
33	12	13,200
34	22.5	13,200
35	153	15
36	146	15
37	715	16,445
38	570	15
39	728	12,200
40	147	13,200
41	162	13,200
42	162	13,200
43	162	13,200
44	162	13,200
45	162	13,200
46	162	13,200
47	162	13,200
48	162	13,200
49	162	13,200
50	162	13,200

**UNIT STRESSES:** Unit Stress (lbs/sq in) for various parts of the tower. Includes values for main members, cross-arms, and conductors.

**LOADS:** Vertical, horizontal, and wind loads. Includes values for dead load, horizontal wind, and vertical wind.

**CONDUCTORS:** Details of the conductor system, including wire sizes and spacing.

**DETAILS AT OTHER END OF CONDUCTOR CROSS-ARM:** Structural details for the conductor cross-arm at the opposite end of the tower.

**DETAIL OF 4'-0" MEMBER:** Structural detail of a 4-foot member.

**THE DETROIT EDISON COMPANY**  
**245 KY DOUBLE CIRCUIT TRANSMISSION LINE**  
**LIGHT ANGLE SUSPENSION TOWER TYPE 'EL'**

**AMERICAN**

**TOWER DEPARTMENT**  
 Drawing No. T-1494  
 Inquiry No. T-7946  
 Cable P.N. 07495

Date: Apr 25, 1926



DATE: 5-11-51

The tower is designed to support 2 Ground Wires of 19,000 psi. The wires are to be Dual Conductors of 20/7/19 with 12/7/19 inner wire. The wires are to be so strung that under heavy loading (B) with 50% ice covered cables) the main cable members will not approach each of the stay conductors.

- (a) Vertical, Double Circuit  
 2 G.W. wires  $\pm 1030' \pm 2160'$   
 6 Bundles  $\pm 4900' \pm 21900'$  21500
- (b) Vertical, Single Circuit  
 1 G.W. wire  $\pm 1030' \pm 1030'$   
 6 Bundles  $\pm 2880' \pm 21130'$  18830
- (c) Longitudinal - Any 1 Cond. Support  $\pm 15800'$   
 (a) G.W. wire  $\pm 14700'$   
 (b) " " "  $\pm 12900'$   
 (c) " " " "  $\pm 12900'$
- (d) Wind on tower of 13 psf on 1/2 times the projected area of one face
- (e) Dead load of tower
- (f) Heavy Vertical 1" ice, independently  
 2 G.W. wires  $\pm 2400' \pm 4200'$   
 6 Bundles  $\pm 9500' \pm 51000'$  55100

COMBINE  
 165 (14, 2, A, S)  
 10 " 34  
 165 x 16, 165 x 2, 10 x 3, 165 x 4, 165 x 5 } G.W. Bundles  
 165 x 6 } Bolt. Circ.  
 165 x 6 } Hwy. Vert.  
 165 x 16, 165 x 16 x 2, 10 x 3, 165 x 4, 165 x 5 } Long. Bundles  
 Single Circ.

ULT. UNIT STRESSES ASIM. AT U.S.S. MAN. Ten (A2A2)  
 Tension on Net Sect 38000 psi. 50,000 psi.  
 Comp. on Gross Sect. 1/2 38000-180% 38000-180%  
 1/2 38000-70% 38000-70%  
 1/2 38000-70% 38000-70%  
 1/2 38000-70% 38000-70%

Shear on Bolts 30,000 psi  
 Bearing on Bolts 60,000 psi

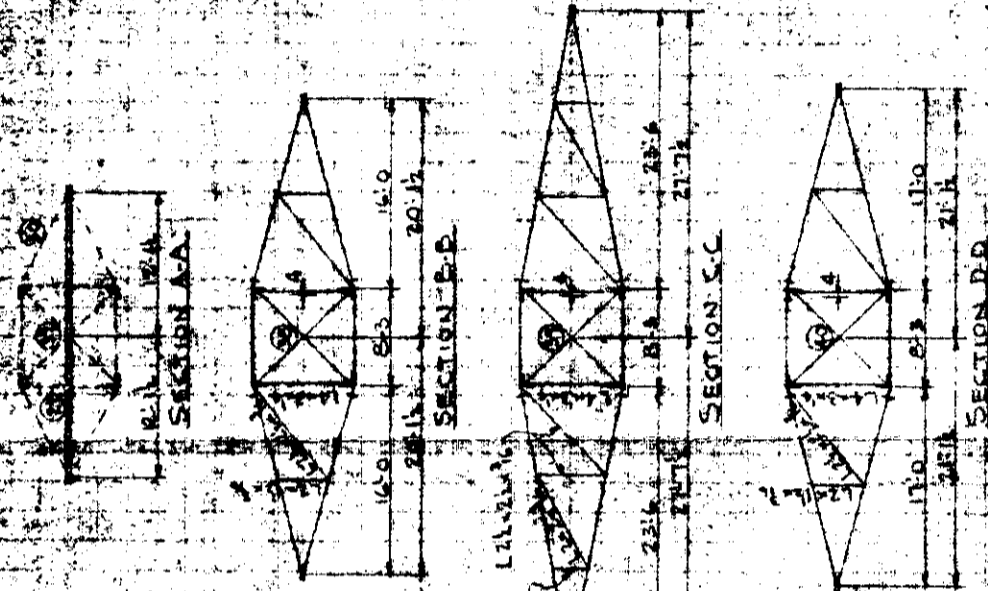
MATERIAL: OH Steel ASTM Spec. AT latest revision, and U.S.S. Man. Ten A2A2.  
 COATINGS: Galvanized, ASTM Spec. A123-53.  
 CONNECTIONS: Bolted, 3/4" Bolt, ASTM Spec. A394-55T.  
 SPECIFICATIONS: A.B. Div. 314 Spec. for Transmission Towers.

NOTE: Refer to DWG. T-9433, Cont. Q 9155, for Tower ET with identical configuration, & for details at ends of G.W. & Cond. Crossarms.

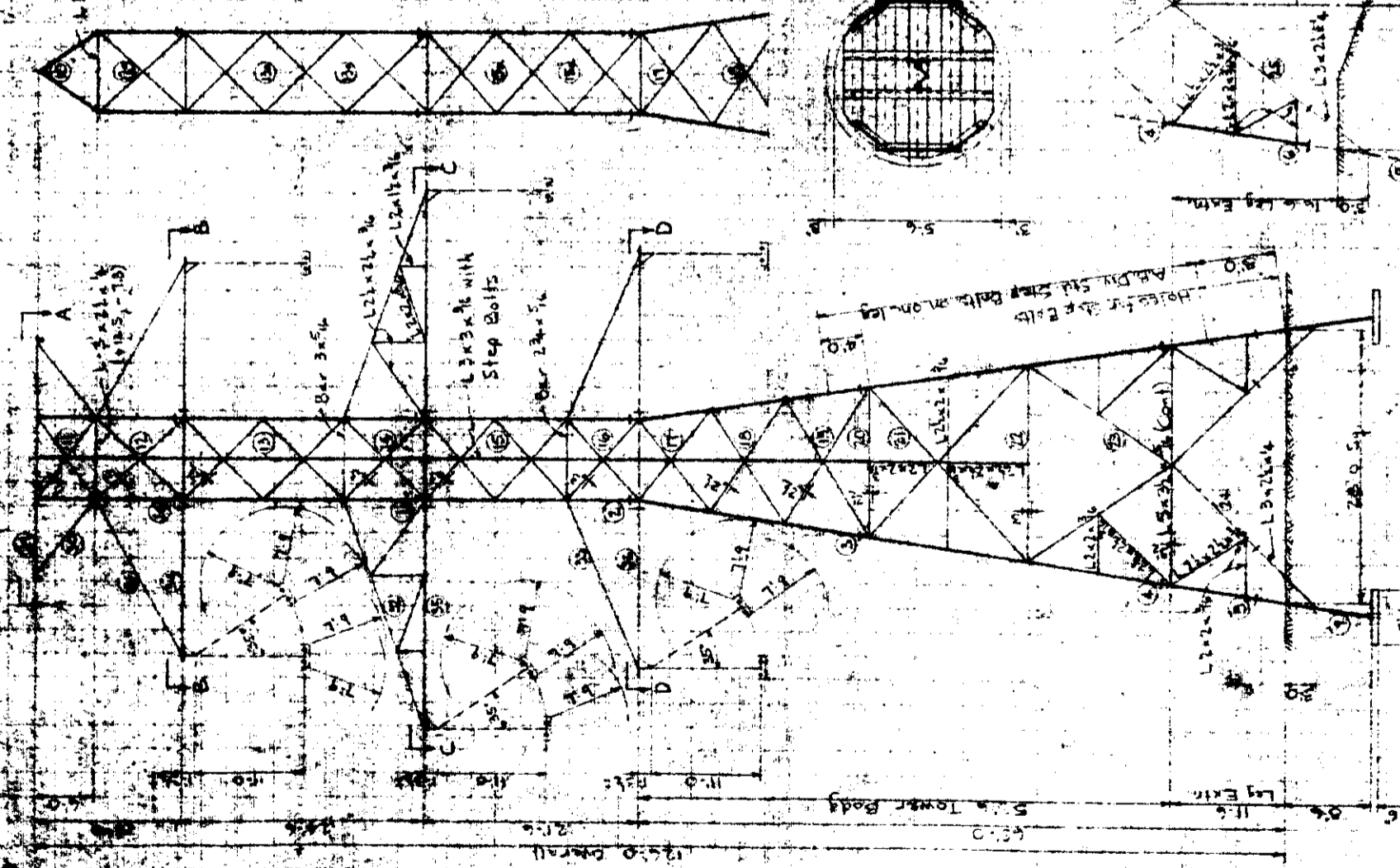
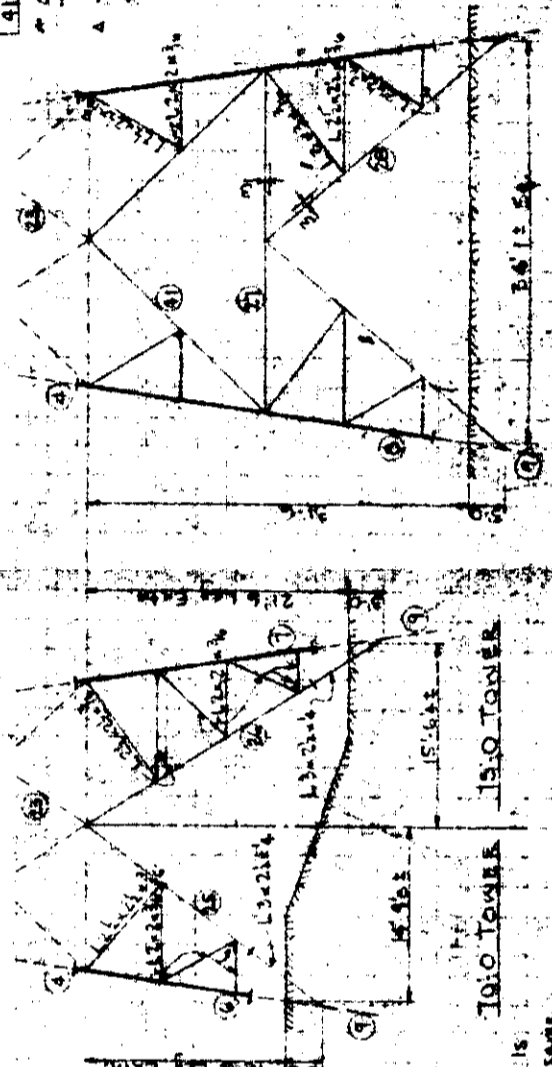
THE DETROIT EDISON COMPANY  
 ST. CLAIR STEEL'S LINE  
 SUSPENSION TOWER TYPE EB  
 AMERICAN BRIDGE  
 TOWER DEPARTMENT  
 Drawing No. T-9433  
 Inquiry No. T-8102-A

Section	Section
16-17	L-4-4-4-4
17	L-5-5-5-5
18	L-6-6-6-6
19	L-7-7-7-7
20	L-8-8-8-8
21	L-9-9-9-9
22	L-10-10-10-10
23	L-11-11-11-11
24	L-12-12-12-12
25	L-13-13-13-13
26	L-14-14-14-14
27	L-15-15-15-15
28	L-16-16-16-16
29	L-17-17-17-17
30	L-18-18-18-18
31	L-19-19-19-19
32	L-20-20-20-20
33	L-21-21-21-21
34	L-22-22-22-22
35	L-23-23-23-23
36	L-24-24-24-24
37	L-25-25-25-25
38	L-26-26-26-26
39	L-27-27-27-27
40	L-28-28-28-28
41	L-29-29-29-29

denotes U.S.S. Man. Ten (A2A2)  
 to be used as templet numbers.



GIRDLING MATERIAL  
 2-IPJC 4-15' x 4-10'  
 1-G.C.B.L. 12-0" x 5-6"  
 2- " " " 5-0"  
 2- " " " 5-2-1  
 4- " " " 4-1-5



SUSPENSION TOWER TYPE EB  
 2510 TOWER

NOTE: In detailing, the numbering system on material is to be prefixed by EB, and marks are to be in the same position as for the Type ET Tower furnished on A.B. Div. Order Q-9155. Tower EB to be detailed to fit leg extensions & anchor of Tower ET

1010 TOWER

1510 TOWER

2510 TOWER

SOCKET CLEVIS  
CHANCE #3065  
YOKE PLATE  
CHANCE #BB 1016  
CLEVIS EYE  
CHANCE #3059

STRAIN CLAMP  
CHANCE #5225

CONDUCTOR  
954 MCM ACSR

SHACKLE  
CHANCE #3025  
TURNBUCKLE  
CHANCE #3175

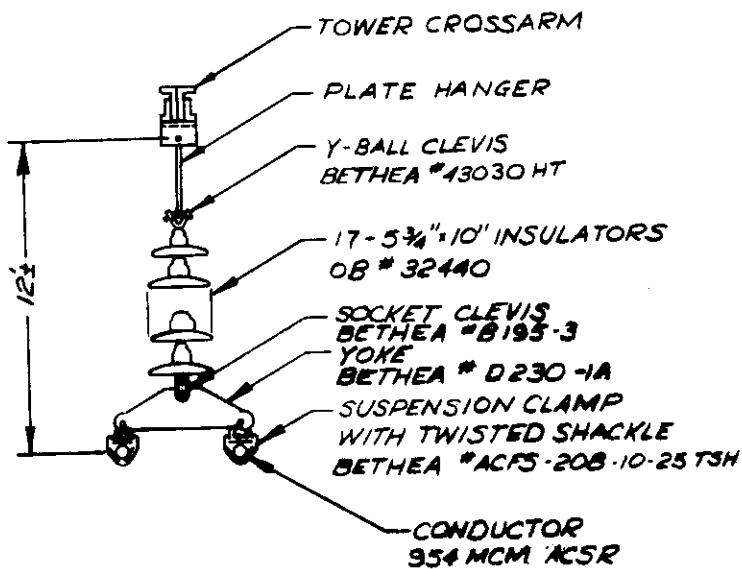
Y-CLEVIS BALL  
CHANCE #3091

17-5 3/4" x 10" INSULATORS  
LAPP 40640

CORONA SHIELD  
CHANCE #CC 440

C OF TOWER CROSSARM

DEAD-END DETAILS  
TOWER: #



SUSPENSION DETAILS  
TOWER: #

RECORDED RIGHT OF WAY NO. 25010

345 KV. SUSPENSION AND DEAD-  
END DETAILS

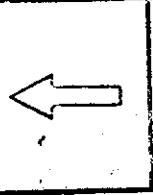
APPROVED <i>JSM</i>	THE DETROIT EDISON COMPANY GENERAL ENGINEERING DEPARTMENT	
LAYOUT BY R.O. STURDY	DRAWN BY R.O. STURDY	
DATE 10/12/65	ED-5924	
SCALE NONE		

RECORDED RIGHT OF WAY NO. 26010

NORTH ARROW

R.R. FILE NO. M-DE-674

EXISTING V.S. 2815+50+



# 9675

0.25 MI. WEST

OF

HUNTERS CREEK,  
MICH.

PROPOSED CROSSING.

PLAN OF CROSSING V 3-B-M  
23

SCALE = 1" = 100'

THE DETROIT EDISON COMPANY

PLAN SUBMITTED TO

MICHIGAN PUBLIC SERVICE COMMISSION

FOR 345,000 VOLTS DC

OVER N.Y.C. RAILROAD

DRAWN BY N.H.H.

APPROVED BY

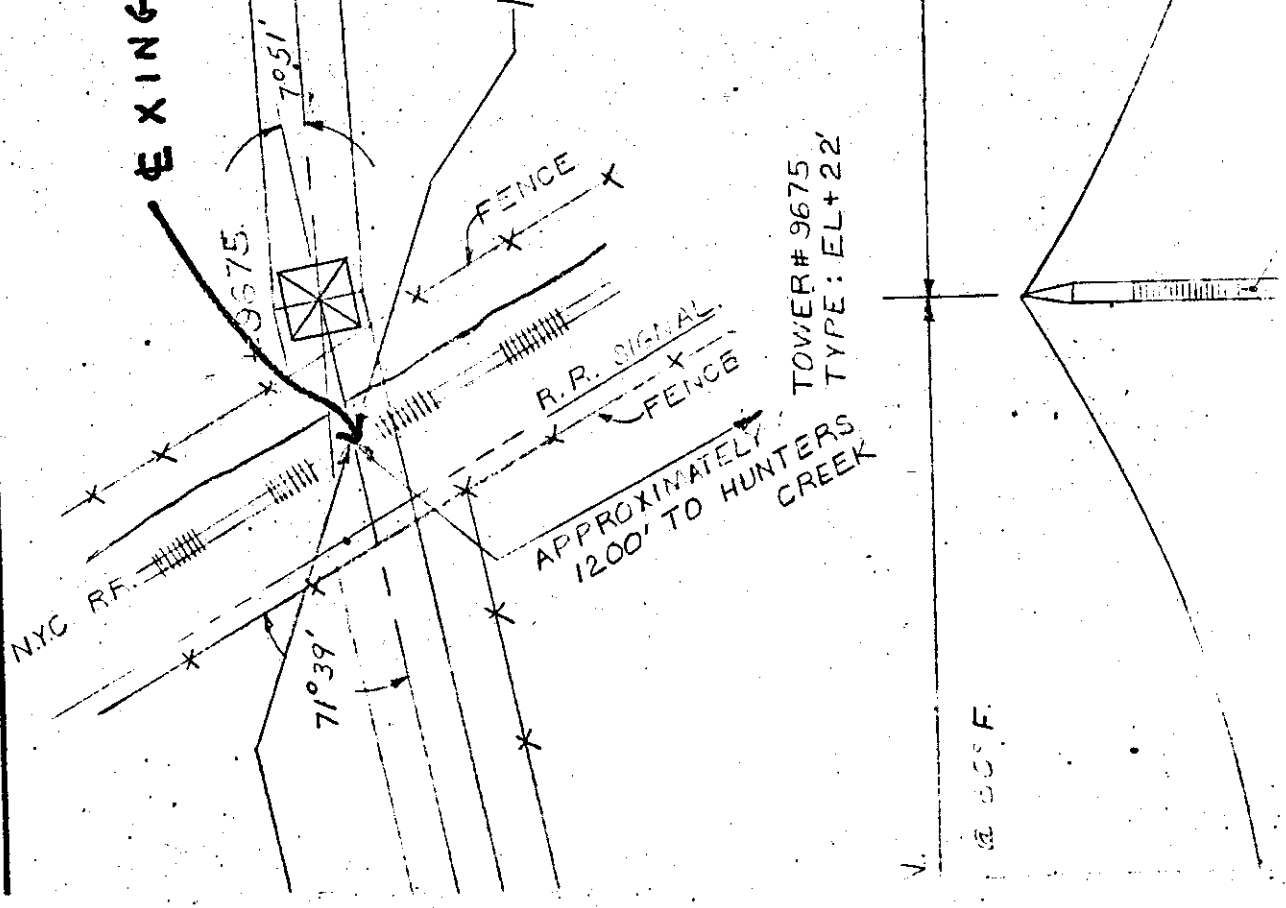
DATE 10-3-67

DATE

DRAWING NO.

RX-1-507

ED



"ST. CLAIR - THETFORD" 345KV CIRCUIT.

HUNTERS CREEK STATION.

PROP "ST. CLAIR-THETFORD" 345KV CONDUCTORS.

FUTURE CONDUCTORS

PROPOSED CROSSING.

PLAN OF CROSSING.

SCALE = 1" = 100'

NORTH ARROW



#9674

TOWER #9674  
TYPE: EB+11'6"

662' SPAN.

INIT. SAG = 11.7' @ 60° F.  
FIN. SAG = 13.8' @ 60° F.

RULLING SPAN = 700'  
H.L.T. = 11,000

723' SPAN.

INIT. SAG = 14.0' @ 60° F.  
FIN. SAG = 16.5' @ 60° F.

2-159 Mcm 12/7 GROUND WIRES.

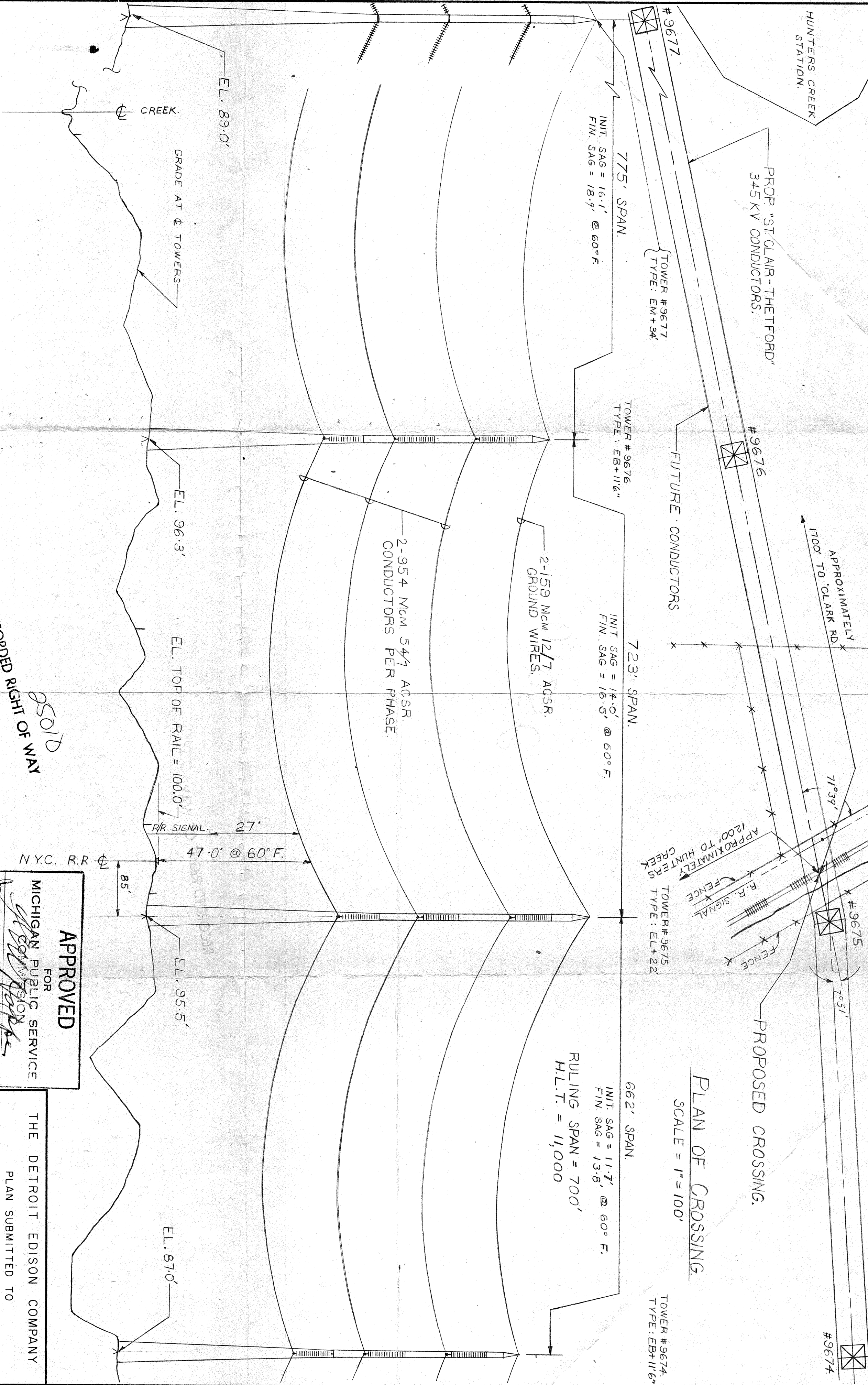
2-954 Mcm 547 ACSR CONDUCTORS PER PHASE.

TOWER #9676  
TYPE: EB+11'6"

775' SPAN.

INIT. SAG = 16.1' @ 60° F.  
FIN. SAG = 18.9' @ 60° F.

TOWER #9677  
TYPE: EM+34'



ELEVATION OF CROSSING.

RECORDED RIGHT OF WAY

*gso/d*

**APPROVED**  
FOR  
MICHIGAN PUBLIC SERVICE  
DIRECTOR OF PUBLIC UTILITIES  
FILE ED2-8-6149  
DATE 11-27-67

THE DETROIT EDISON COMPANY

PLAN SUBMITTED TO  
MICHIGAN PUBLIC SERVICE COMMISSION  
FOR 345,000 VOLT CROSSING.  
OVER NYC RAILROAD

DATE 10-3-67  
DRAWN BY N.H.H.  
APPROVED BY *J. J. McLaughlin* DATE 10-3-67

PERMIT NO. **ED** DRAWING NO. **RX-3807**

CITY LAPEER.  
COUNTY LAPEER.  
TOWNSHIP T. 7N. R. 12E.  
SECTION NO. 28.

NOTE:  
FOR 345KV SUSPENSION  
DETAILS, SEE DRAWING # ED-5924.

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

CORPORATE REAL ESTATE SERVICES

Project No.: BT9759  
Project No.: BLA9900316  
RFW No.: 220937  
R/W No.: RX3807B

Date: June 21, 1999  
To: Phillip Martin  
Records Center  
From: Tom Wilson, SR/WA *TW*  
Subject: Wire Crossing of Railroad Tracks

Attached are papers related to a requested revision of a crossing of a former railroad corridor, former Penn Central Agreement No. 0571221, dated January 29, 1968. A revision request dated June 10, 1999, affecting former Penn Central Corporation land, to reconstruct the above mentioned crossing in the SW ¼ of Section 28, Lapeer Township, Lapeer County, Michigan.

The SOP is notified to reconstruct the crossing as requested. **Note: In an agreement dated November 3, 1992, The Penn Central Corporation conveyed permanent easement rights to Detroit Edison for this crossing location. Under terms of this easement, you may proceed with your work as you wish.**

Please incorporate these papers into Railroad Recorded ROW Record Center File R25010.

Attachments

cc: A. Meeker (662 GO)

# Detroit Edison

## Corporate Real Estate Services Railroad Encroachment Application

Railroad Name <b>Conrail</b>				R.F.W. Number <b>220937</b>	
Row No. (information on existing rights of way available from Record Center) <b>R 25010</b>		New or existing RX No. <b>RX3807B</b>		Encroachment (Length in Feet)	
Location City/Township(s) <b>LAPEER</b>		Town(s) <b>T-</b>	Range(s) <b>R-</b>	Country(s) <b>LAPEER</b>	1/4 Section(2) <b>SW</b>
Section(s) <b>28</b>					

Location Description of Encroachment **1700' E. OF CLARK RD. & 1000' N. OF HUNTERS CREEK**

Check appropriate box

Crosses tracks within the public road right-of-way
  Crosses railroad land
  is longitudinally on or over railroad land.
  Provides service to the railroad

### Facility Data (also detailed on attached drawings)

Nature of required tree rights

Existing State Permit No.	Date	Railroad Mile Post (Number)	Distance to Crossing Mile Post (in feet) <b>ft.</b>
---------------------------	------	-----------------------------	--

#### Existing

#### Proposed

Type of Structure							Type of Structure						
<input type="checkbox"/> Wood			<input checked="" type="checkbox"/> Steel				<input type="checkbox"/> Wood			<input checked="" type="checkbox"/> Steel			

Conductors				Poles/Towers			Conductors				Poles/Towers		
Span	No/Size	Kind	Voltage	Loc.	Height	Class	Span	No/Size	Kind	Voltage	Loc.	Height	Class
	N.A.	N.A.	N.A.				723'	954	ACSR	345KV	9675		
											9676		

Explanation of Line Changes (continue on separate sheet if necessary)

**STRING ONE NEW CIRCUIT ON EXISTING TOWER LINE FOR FUTURE BELLE RIVER-BLACKFOOT 345KV LINE.**

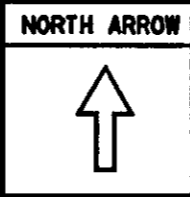
### Clearances

Tolerance	Clearances	Height
Nearest 0.1 foot with lowest conductor or wire at 60 F sag. (If different indicate on drawings) <b>35'</b>	From Top of Rail to Final Sag	<b>47 Ft.</b>
	From Detroit Edison wire to Railroad Communication or Signal Lines	<b>Ft.</b>

Materials and clearances shall be noted in the current revision of Detroit Edison's Overhead Lines Construction Standards Manual at Railroad Crossings. Due to field conditions actual dimensions may vary from those indicated.

Designed By <b>A. MEEKER</b>	Date <b>6-10-99</b>	Checked By <i>David Daulty</i>	Date <b>6-10-99</b>
Company Location <b>662 G.O.</b>	Phone No. <b>235-8592</b>		

BELLE RIVER-MADRID-PONTIAC 345KV CIRCUIT



HUNTERS CREEK STATION.

EXISTING 345KV CIRCUIT

NEW 345KV CIRCUIT

1700' TO CLARK RD.

71°39'

7°51'

CONRAIL R.R.  
HUNTERS CREEK  
R.R. SIGNAL  
FENCE

PROPOSED CROSSING.

PLAN OF CROSSING

SCALE = 1" = 100'

#9677 TOWER #9677 TYPE: EM+34  
 TOWER #9676 TYPE: EB+11'6"  
 TOWER #9675 TYPE: EL+22'  
 TOWER #9674 TYPE: EB+21'6"

775' SPAN.

INIT. SAG = 16.1' @ 60°F.  
FIN. SAG = 18.9' @ 60°F.

TOWER #9676 TYPE: EB+11'6"

723' SPAN.

INIT. SAG = 14.0' @ 60°F.  
FIN. SAG = 16.5' @ 60°F.

662' SPAN.

INIT. SAG = 11.7' @ 60°F.  
FIN. SAG = 13.8' @ 60°F.

RULING SPAN = 700'  
H.L.T. = 11,000

1 - OPTGW  
1 - 159 MCM 12/7 ACSR  
GROUND WIRES

2-954 MCM 54/7 ACSR  
CONDUCTORS PER PHASE.

EL. 89.0'

GRADE AT TOWERS

EL. 96.3'

EL. TOP OF RAIL = 100.0'

27'  
47'-0" @ 60°F.

EL. 95.5'

EL. 87.0'

ELEVATION OF CROSSING

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

THE DETROIT EDISON COMPANY  
SPE - ARCHITECTURAL/CIVIL/TOWERS  
RAILROAD CROSSING PLAN

CONRAIL	
LAPEER TWP.	LAPEER CO.
345,000 VOLTS	1"=100'
D. DOUBLEY	6-9-99
A. MEEKER	RX-3807B