

INTERDEPARTMENT CORRESPONDENCE

October 26, 1973

TO RECORDS CENTER:

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

Penn Central Transportation Company R.R. File DE-188 (2)

Facilities Covered:

70 feet of 36" steel sleeve containing 16 five inch ducts with four ducts occupied with One 40,000-volt cable each. Twelve ducts will remain vacant for future use.

Specific Location:

In Railroad Right of Way adjacent to West property line of Gulley Road, South of Michigan.

R. R. Valuation Station 649+32 Mile Post 3802 ft E of MP D-13

City/~~Village~~ Dearborn Heights Township Dearborn, NW 1/4 Section 29

County Wayne Detroit Edison Plan No. U3-5-8383B-1

Agreement/~~Permit~~ Date September 17, 1973 R. R. Plan No. Used DE Plan

Preparation Fee \$100.00 Annual Rental \$360.00 Commencing 6-1-73

Supersedes and Cancels Agreement dated \_\_\_\_\_

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

UG MAP  
DET-928

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

Letter of Permission (File DE-188 (1) covering portion of this project within Gulley Road attached to this file.

RECEIVED  
12/26/73

RECORDS CENTER

RECEIVED NOV 30 '73

TICKLER MADE

CLASSIFIED

Recorded Right of Way No. 28792

W. C. Arnold, Director  
Real Estate and Rights of Way Dept.

RECORDED RIGHT OF WAY NO. 28792

HLB

WTC 1-2-74 Att.

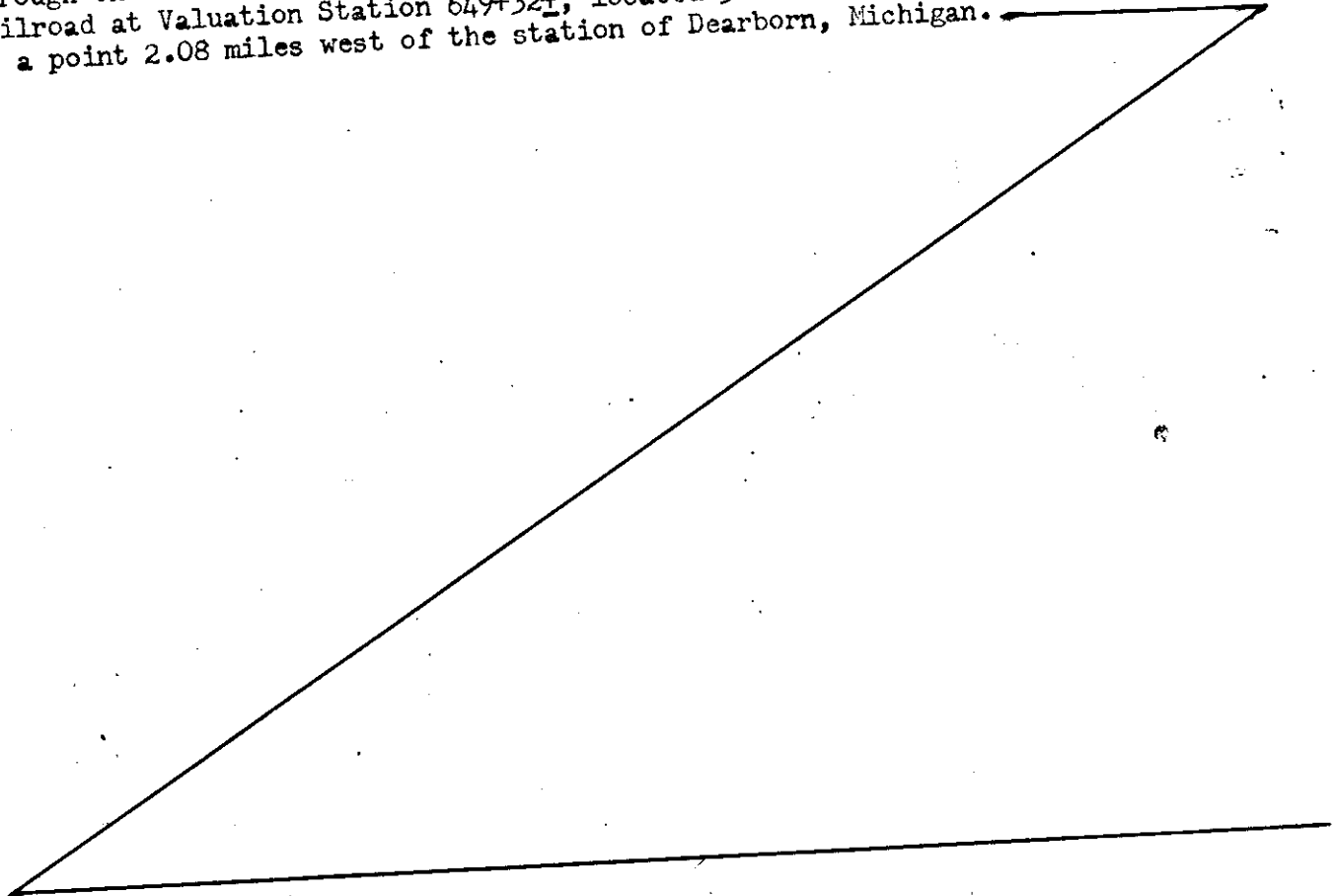
# LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made this 17th day of September, 1973,  
between George P. Baker, Richard C. Bond and Jervis Langdon, Jr., Trustees of the  
Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, in Reorganization under  
Section 77 of the Bankruptcy Act, Lessee of The Michigan Central Railroad Company

parties of the first part (hereinafter called "Railroad") and THE DETROIT EDISON COMPANY, a  
New York and Michigan Corporation

as party of the second part (hereinafter called "Licensee").

WITNESSETH, that the said Railroad (which when used herein shall include any lessor, suc-  
cessor or assignee of or operator over its railroad) insofar as it has the legal right and its present  
title permits, and in consideration of the covenants and conditions hereinafter stated on the part of  
the Licensee to be kept and performed, hereby permits, as a temporary license, the Licensee to con-  
struct, maintain, repair, alter, renew, relocate and ultimately remove one (1) 36-inch steel  
casing to contain sixteen (16) 5-inch ducts, four (4) of which are to contain one  
(1) 40,000-volt cable each, the remaining twelve (12) ducts to be for future use,  
through the lands and under and across the roadway and tracks on the Main Line of  
Railroad at Valuation Station 649+32 $\frac{1}{2}$ , located 3802 feet east of Mile Post D-13,  
at a point 2.08 miles west of the station of Dearborn, Michigan.



Dearborn Twp.  
Sec. 30  
NW 1/4

RECORDED RIGHT OF WAY NO. 28792

U3-5-8383B1

in accordance with construction plans submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. DE-188 (2), dated April 18, 1973, marked Exhibit "A", attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by the Licensee, to wit:

1. The Licensee shall pay to the Railroad upon the execution hereof, the sum of **One Hundred Dollars (\$ 100.00 )** as reimbursement for the costs and expenses incident to the preparation of this Agreement, together with the further sum of **Three Hundred Sixty Dollars (\$ 360.00 )** per year as minimum annual rental, which said sum shall be payable annually in advance, commencing as of **June 1, 19 73**.

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of the Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time the Railroad should deem flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of Licensee, the Railroad shall have the right to place such flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish flagmen or watchmen by the Railroad, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

3. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

4. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or the Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to the Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

RECORDED  
RIGHT OF WAY NO. 28792

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the Railroad.

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the property of the Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (A) And the Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES - - - - - whether such losses and damages be suffered or sustained by the Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of the Railroad.

(B) If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to the Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. The Licensee shall, at its sole cost and expense, upon request in writing of the Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of the Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the Railroad upon land now or hereafter owned or used by the Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the

RECORDED RIGHT OF WAY NO. 28792

original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then the said Licensee shall make such adjustments or relocations in its facilities as are over, upon or in the property and facilities of the Railroad as may be required by the said Railroad or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the duly authorized agents of the Railroad may make such repairs or adjustments or changes in location and provide necessary material therefor.

10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from Railroad property and right-of-way, and all property of the Railroad shall be restored in good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee, and the Railroad shall not be liable in any manner to the Licensee for said removal.

11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of the Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if the Licensee should fail so to do, then Railroad may do so, and the Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

14. The rights conferred hereby shall be the privilege of the Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page one without the consent and agreement in writing of the Railroad being first had and obtained.

15. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this agreement and the permission and privilege hereby granted shall absolutely cease and terminate.

16. This Agreement shall take effect as of the **First** day of **June**  
A.D. 19 **73**.

RECORDED RIGHT OF WAY NO. 28192

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article 14 of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

George P. Baker, Richard C. Bond and Jervis Langdon, Jr., Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, Lessee of The Michigan Central Railroad Company

WITNESS:

W. P. Wilson

J. T. Sullivan  
J. T. Sullivan, Chief Engineer

~~WITNESS:~~ WITNESS:

THE DETROIT EDISON COMPANY

Stacy L. Brandon

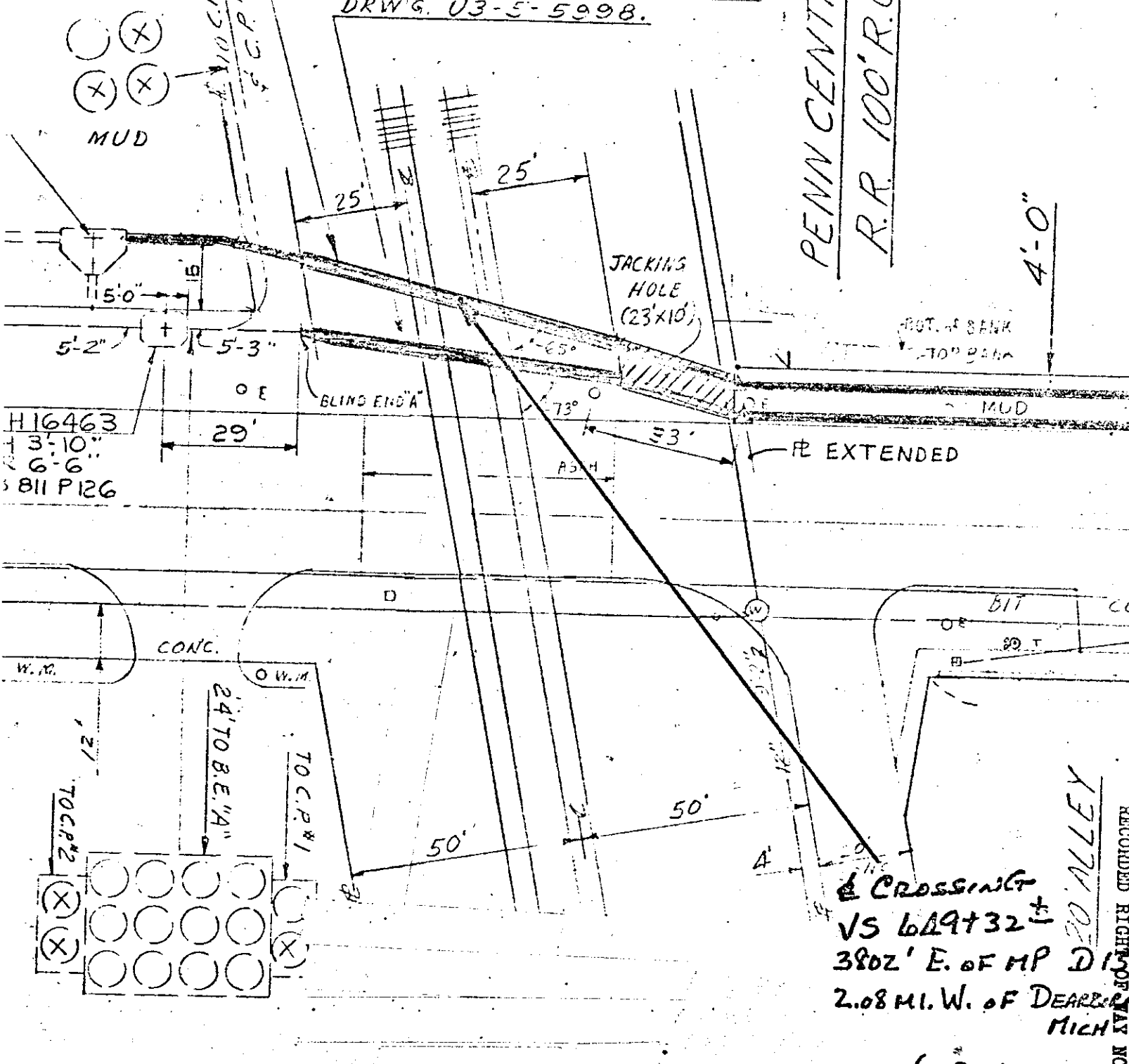
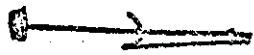
BY W. C. Arnold  
Its W. C. ARNOLD, DIRECTOR  
Real Estate and Rights of Way Dept.

APPROVED AS TO FORM 10-10-73 DATE  
LEGAL DEPARTMENT Brandon

RECORDED RIGHT OF WAY NO. 28792

INSTALL 67' OF 12-5" TRANSITE  
DUCTS PER D.E. SPEC. C-11 &  
DRAWG. U3-5-5998.

PENN CENTRAL  
R.R. 100' R.O.W.



H16463  
3:10"  
6-6"  
811 P126

ROT. AS BANK  
TOP BANK

4'-0"

CROSSING  
VS 649+32 ±  
3802' E. OF MP D  
2.08 MI. W. OF DEARBOR  
MICH

$\frac{\sqrt{13M}}{2}$

RECORDED RIGHTS OF WAY NO. 28792

177 W. 20' ALLEY

EXISTING  
BLIND END "A"

67' OF 36" SLEEVE  
.532" WALL THICKNESS

FILE NO  
RR-DE 188-(2)

EXHIBIT "A"

4-18-73

MH #16463

12" WATER



TRANSPORTATION  
**PENN CENTRAL COMPANY**  
ROOM 601 SIX PENN CENTER PLAZA  
PHILADELPHIA, PENNSYLVANIA 19104  
DIRECT TELEPHONE INQUIRIES TO THE OFFICE OF  
AGREEMENT ENGINEER, (215) 594-1753

I. W. GAMBLE  
MAY 11 1973  
R/E & R.W. DEPT:

DATE: 5-7-73  
FILE: DE-188(2)

The Detroit Edison Co.  
2000 Second Avenue  
Detroit, Michigan 48226

ATTENTION: I. W. Gamble, Asst. to Director, R.E. & R.W. Dept.

Gentlemen:

Reference is made to your letter dated 2-13-73, attaching copies of your Drawing U3-5-8383B1 indicating your proposed installation of one (1) 36-inch steel casing to contain sixteen (16) 5-inch ducts four (4) of which are to contain one (1) 40,000-volt cable each, the remaining twelve to be for future use, at V.S.649+32<sub>+</sub>, located 3,802 feet east of M.P. D-13 and 2.08 miles west of the station of Dearborn, 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 preparation fee of \$100.00 and an annual rental of \$ 360.00.

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 our 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: C. E. Sosnowski, Sr.Constr.Engineer, Chicago, Ill. (Tele. No. 312-236-7200-Ext.2279 at least seven (7) working days prior to starting work.

It is to be understood that the construction of the above mentioned facility shall be in accordance with "Specifications for Wire, Conduit and Cable Occupations of Penn Central Transportation Company Property No. CE-4, dated June 1970".

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 to this office, it being understood that no work can be started until signed duplicate of this letter is received in this office and the above mentioned notification procedure is followed.

Approval for jacking only.  
Signal Maintainer to be notified  
at discretion of Inspection Force.

Very truly yours,

J. T. Sullivan  
Chief Engineer

*Accepted copy  
sent by to E. ...  
and returned  
May 10, 1973  
JTS*

*162 ...  
...*

RECORDED RIGHT OF WAY NO. 28792



I. W. GAMBLE  
MAY 11 1973  
R/E & R/W DEPT:  
24  
Rev. 1



**PENN CENTRAL TRANSPORTATION COMPANY**

GEORGE P. BAKER, RICHARD C. BOND, JERVIS LANGDON, JR., ~~and others~~, TRUSTEES

Direct telephone inquiries to the Office of  
Agreement Engineer, (215) 594-1753

CHIEF ENGINEER  
ROOM 600

SIX PENN CENTER PLAZA  
PHILADELPHIA, PA. 19104

Date: 5-7-73  
File: DE-188(1)

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

ATTENTION: I. W. Gamble, Asst. to Director R.E. & R.W. Dept.

Gentlemen:

Reference is made to your letter dated 2-13-73, attaching copies of your drawing U3-5-8383B1 indicating your proposed installation of one (1) 36-inch steel casing to contain twelve (12) 5-inch ducts, two (2) of which are to contain one (1) 40,000-volt cable each, the remaining ten (10) to be for future use at V.S. 649+15+, located 3,819 ft. east of M.P. D13, and 2.07 miles west of the station of Dearborn, Mich., within limits of Gully Rd.

We have no objections to the installation as mentioned above with the understanding that the above mentioned facilities will be installed in a safe and satisfactory manner and in accordance with the "General Conditions" hereto attached and made a part hereof. You will be required to notify: C. E. Sosnowski, Sr. Constr. Engr., Chicago, Ill. (Tele. No. 312-236-7200-Ext. 2279) at least seven (7) working days prior to start of work.

It is to be understood that this installation must be made in accordance with the approved plans and will conform with current Penn Central Transportation Company construction requirements.

To confirm your acceptance of these conditions, 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 is to be further understood that no work can be started until the signed copy of this letter is received by this office and you have obtained authorization from C. E. Sosnowski to proceed with construction.

~~XXXXX~~  
Approved for jacking only. Signal Maintainer will be notified at discretion of Inspection Force.

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

*J. T. Sullivan*  
J. T. Sullivan  
Chief Engineer

*Accepted copy  
signed by W. E. [unclear]  
and returned 5-15-73  
2142*

*Take this letter part of agreement  
file in records center as the job  
is an installation and project*

RECORDED RIGHT OF WAY NO. 28792



**PENN CENTRAL COMPANY**

PENN CENTRAL TRANSPORTATION COMPANY

GENERAL CONDITIONS

1. Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any Railroad structure or appurtenance and will not otherwise be located on any private property of the Railroad.

2. In the event of any revision, renewal, addition or alteration of said facilities, prior approval of the Railroad must be secured.

3. Facilities will be installed, maintained, repaired and renewed by and at the sole risk, cost and expense of the OWNER.

4. If it is necessary for the Railroad to perform any work or furnish any materials in the event of an emergency or for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, OWNER agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said facilities. OWNER agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

5. If the Railroad deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the facilities and appurtenances of the OWNER, to place watchmen or flagmen for the protection of the property owned or in possession or control of the Railroad, or its employees, patrons or licensees, the Railroad shall have the right to do so, and the OWNER shall, upon bill being rendered, pay or refund the cost and expense therefor, but failure of said Railroad so to do or failure or neglect of such watchmen or flagmen shall in no event be construed as in any manner or degree affecting any obligations of the OWNER as provided for elsewhere in these conditions.

6. All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of said facilities and appurtenances herein referred to, caused by or from the joint or concurring negligence of both parties hereto shall be borne by them equally; if, however, any such loss, injury or damage shall be attributed to the negligence of one of the parties hereto,

RECORDED RIGHT OF WAY NO. 28742



**PENN CENTRAL COMPANY**  
PENN CENTRAL TRANSPORTATION COMPANY

GENERAL CONDITIONS

whether solely or combined with the negligence of any other person or corporation not a party hereto, and without the concurring fault or negligence of the other party hereto, then such party hereto which by its fault or negligence contributed thereto shall indemnify, protect and save harmless the other party hereto therefrom.

7. Upon abandonment of the facilities, the same shall be removed and the property of the Railroad shall be restored to good condition and this instrument shall become null and void, save and except only as to any liability accrued prior thereto.

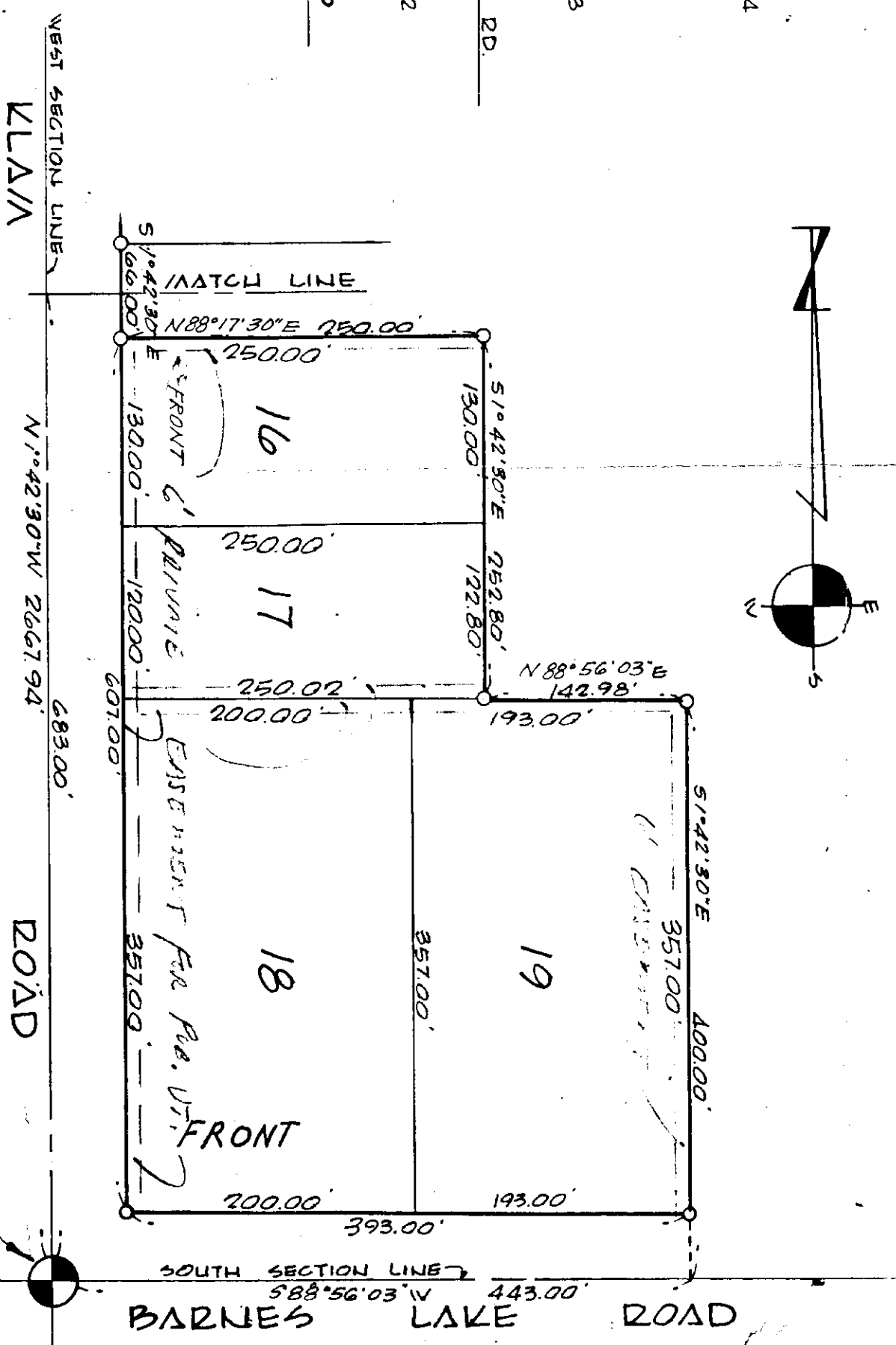
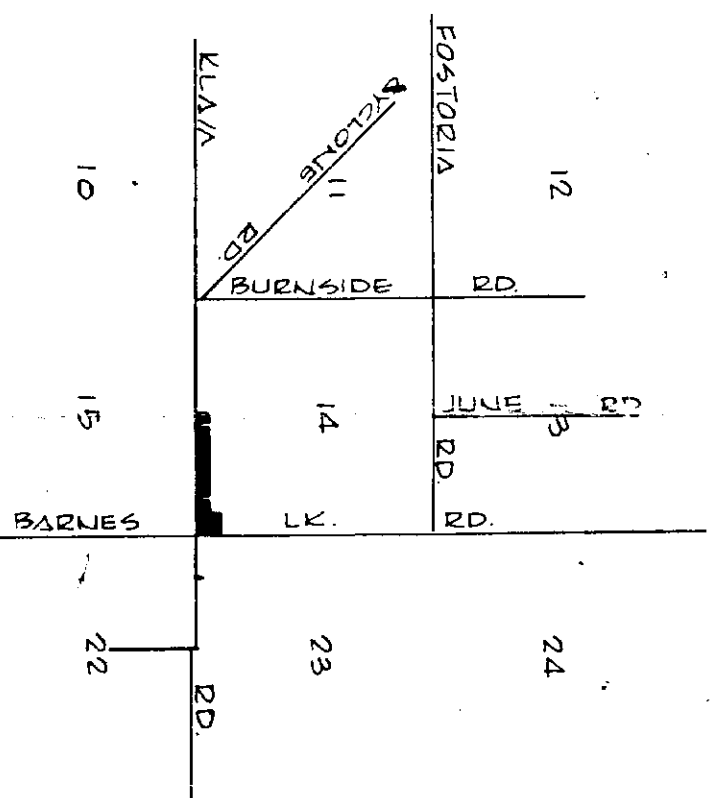
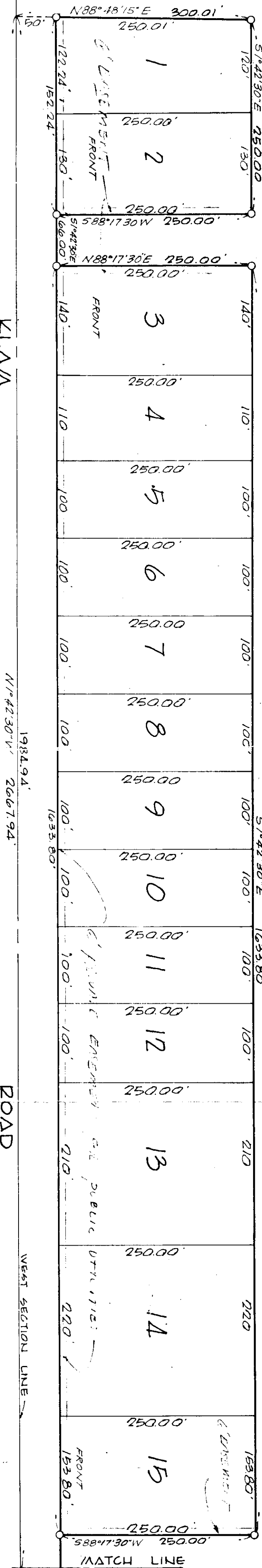
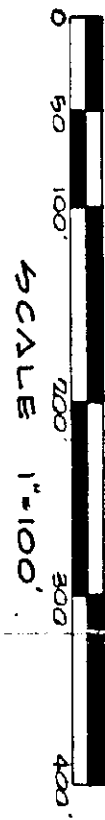
8. All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the OWNER shall in no event transfer or assign the same or permit the use thereof to any person, corporation, a public utility or municipality having the same or equal franchise power.

RECORDED RIGHT OF WAY NO. 28792

# PINEWOOD ESTATES

PART OF THE S.W. 1/4 SEC. 14 T9N-R9E MAPADATION  
TOWNSHIP, LAPEER COUNTY, MICHIGAN

1973 MAR 14 AM 9 49



Surveyor's Certificate  
I, Carl H. Carlson, Surveyor, Certify:

That I have surveyed, divided and mapped the land shown on this plat, described as: "Pinewood Estates", Part of the Southwest 1/4, Section 14, T9N-R9E, Marathon Township, Lapeer County, Michigan, described as: Beginning at the Southwest corner of said Section 14; Thence along the West section line of said Section 14, N41°30'W 2667.94 feet; Thence N88°48'5\"/>

That I have made such survey, land division and plat by the direction of the owners of such land.  
That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.  
That the required monuments and lot markers have been located in the ground or that surety has been deposited with the municipality, as required by Section 125 of the Act.  
That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearing shown on the plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.

SEPTEMBER 27 1972

FLINT SURVEYING & ENGINEERING CO.  
2505 Lapeer Road  
Flint, Michigan 48503

Carl H. Carlson  
Registered Land Surveyor No. 9189

LEGEND

1. ALL DIMENSIONS ARE IN FEET
2. MONUMENTS HAVE BEEN SET AT POINTS MARKED PLUS (+)
3. LOT CORNERS HAVE BEEN MARKED WITH STEEL RODS 1/2\"/>

POINT OF BEGINNING MAPADATION  
S.W. COR. SEC. 14 T9N-R9E  
TOWNSHIP, LAPEER CO., MICHIGAN

# PINewood ESTATES

PART OF THE S.W. 1/4 SEC. 14 T9N-R9E MARATHON  
TOWNSHIP, LAPEER COUNTY, MICHIGAN

**Proprietor's Certificate**

We as proprietors certify that we caused the land embraced in this plat to be surveyed, divided, mapped and dedicated as represented on this plat and that the public utility easements are private easements and all other easements are for the uses shown on plat, AND THE ROADS AS SHOWN ARE FOR THE USE OF THE PUBLIC.

**WITNESSES**

James H. Park  
JAMES H. PARK  
Clyde D. Robinson  
CLYDE D. ROBINSON

Adren E. Rider  
Adren E. Rider 48507  
G-6422 Fenton Rd., Flint, Mich.

Betty J. Rider  
Betty J. Rider 48507  
G-6422 Fenton Rd., Flint, Mich.

Paul L. Volker  
Paul L. Volker  
3898 W. Barnes Lake Rd.  
Columbiaville, Michigan 48421

Goldie T. Volker  
Goldie T. Volker  
3898 W. Barnes Lake Rd.  
Columbiaville, Michigan 48421

**Acknowledgement**

State of Michigan)  
) SS  
Genesee County)

Personally came before me this 3 day of October, 1972, the above named, Adren E. Rider and Betty J. Rider, his wife, and Paul L. Volker and Goldie T. Volker, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

James H. Park Genesee County  
Notary Public JAMES H. PARK Michigan

My Commission Expires August 22 1976

**PROPRIETOR'S CERTIFICATE**

The First National Bank of Lapeer, a Michigan Banking Corporation, by L. H. Wallace, Senior Vice President, and A. S. Wiggins, Executive Vice President and Cashier, as proprietors, have caused the land to be surveyed, divided, mapped and dedicated as represented on this plat and that the public utility easements are private easements and that all other easements are for the uses shown on the plat, AND THE ROADS AS SHOWN ARE FOR THE USE OF THE PUBLIC.

**WITNESSES:**

The First National Bank of Lapeer  
220 Nepessing  
Lapeer, Michigan 48446

Norm Roney  
NORM RONEY  
Nancy Sweet  
NANCY SWEET

L. H. Wallace  
L. H. Wallace, Senior Vice Pres.

A. S. Wiggins  
A. S. Wiggins, Executive Vice  
Pres. and Cashier

**ACKNOWLEDGEMENTS**

State of Michigan  
Genesee County

Personally came before me this 6 day of October, 1972, L. H. Wallace, Senior Vice President and A. S. Wiggins, Executive Vice President and Cashier, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice Presidents of said corporation and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

Notary Public, Dorothy J. Lumbal Lapeer County  
DOZOTHY J. LUMBAL Michigan

My Commission Expires June 10, 1974

**County treasurer's certificate**

The records in my office show no unpaid taxes or special assessments for the five years preceding Oct 6 - 1972, involving the lands included in this plat.

Arnold Goodrich  
ARNOLD GOODRICH

**County Drain Commissioner's Certificate**

Approved on October 12, 1972 as complying with section 192 of Act 288, P.A. 1967 and the applicable rule and regulations published by my office in the County of Lapeer.

Claude A. Stewart  
CLAUDE A. STEWART

**Certificate of Municipal Approval**

I certify that this was approved by the Township Board of the Township of Marathon at a meeting held Oct 31, 1972 and was reviewed and found to be in compliance with Act 288 P.A. 1967. Approved by Thumb District Health Department Aug 3, 1972

Edmund Blue  
Edmund Blue, Township Clerk

**Certificate of County Roads Commissioners**

Approved on October 20, 1972 as complying with Section 183 of Act 288, P.A. of 1967 and the applicable published rules and regulations of the Board of Road Commissioners of Lapeer County.

Bernard Goraley Harry Heatley  
BERNARD GORALEY - CHAIRMAN HARRY HEATLEY - VICE CHAIRMAN  
J. Francis Spencer  
J. FRANCIS SPENCER - MEMBER

**County Plat Board Certificate**

This plat has been reviewed and is approved by the Lapeer County Plat Board on Nov. 13, 1972 as being in compliance with all of the provisions of Act 288, P.A. 1967, and the plat board's applicable rules and regulations.

Mildred Johnson  
Mildred Johnson - Register of Deeds

Lyle F. Stewart  
Lyle F. Stewart - County Clerk

Arnold Goodrich  
Arnold Goodrich - Lapeer County Treasurer

**Recording Certificate**

State of Michigan  
Lapeer County

This plat was received for record on the \_\_\_ day of \_\_\_ 19\_\_ at page \_\_\_ M, recorded in Liber \_\_\_ of plats on

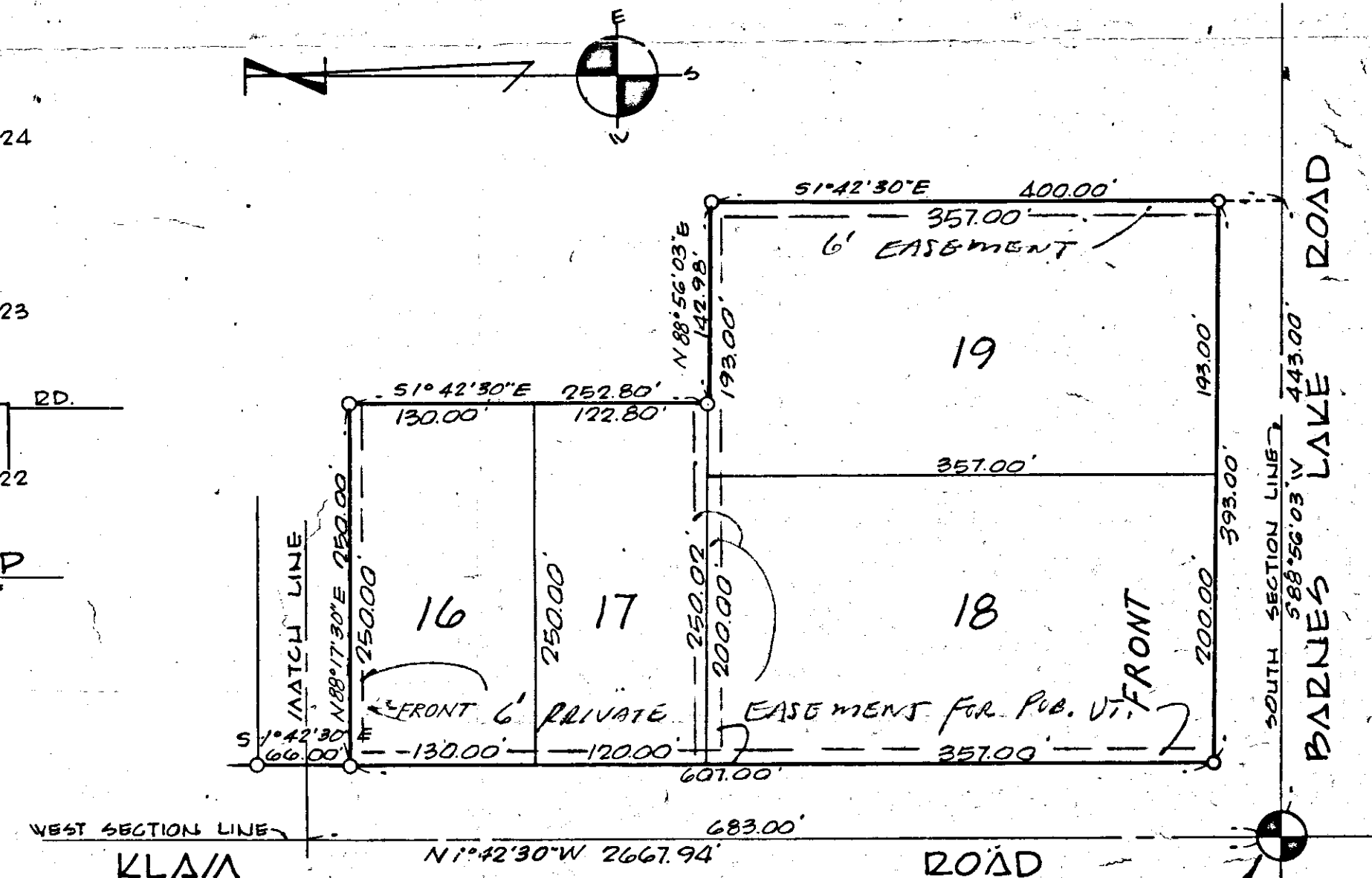
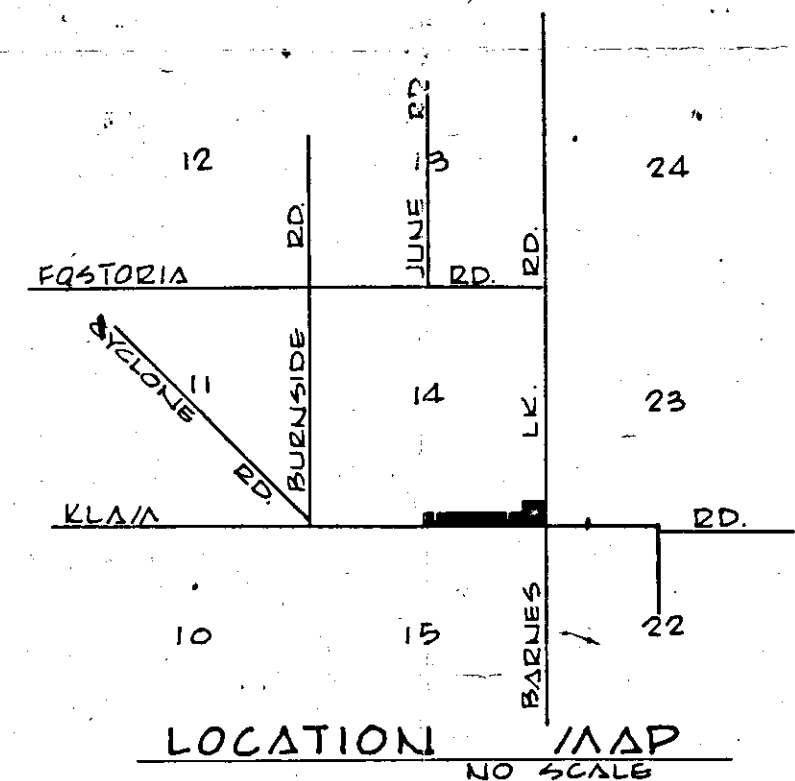
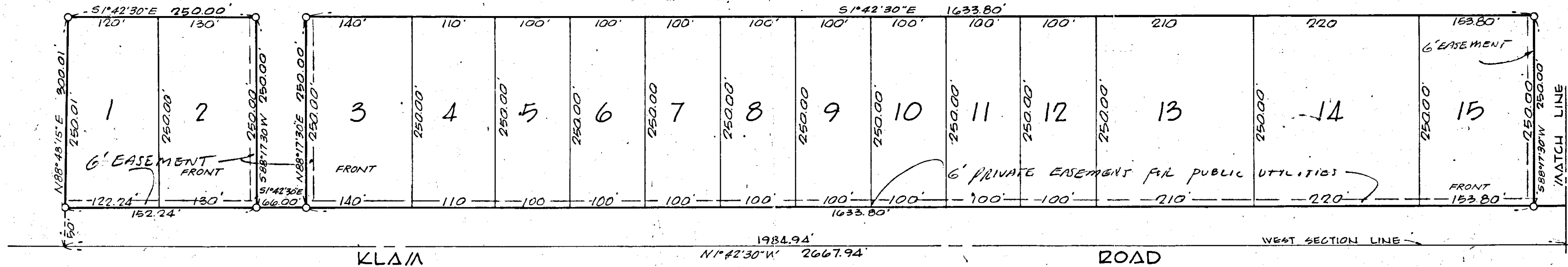
Mildred Johnson - Register of Deeds

RECORDED RIGHT OF WAY NO. 28972

# PINEWOOD ESTATES

PART OF THE SW 1/4 SEC. 14 T9N-R9E MARATHON TOWNSHIP, LAPEER COUNTY, MICHIGAN

1973 MAR 14 AM 9 49



**Surveyor's Certificate**

I, Carl H. Carlson, Surveyor, Certify:

That I have surveyed, divided and mapped the land shown on this plat, described as: "Pinewood Estates", Part of the Southwest 1/4, Section 14, T9N-R9E, Marathon Township, Lapeer County, Michigan, described as: Beginning at the Southwest corner of said Section 14; Thence along the West section line of said Section 14, N1°42'30"W 2667.94 feet; Thence N88°48'15"E 300.01 feet; Th. 51°42'30"E 250.00 feet; Th. S88°17'30"W 250.00 feet; Thence 51°42'30"E 66.00 feet; Th. N88°17'30"E 250.00 feet; Th. 51°42'30"E 1633.80 feet; Th. S88°17'30"W 250.00 feet; Th. 51°42'30"E 66.00 feet; Th. N88°17'30"E 250.00 feet; Th. 51°42'30"E 252.80 feet; Thence N88°56'03"E 142.98 feet; Thence 51°42'30"E 400.00 feet to a point on the South section line of said Section 14; Thence along said South section line S88°56'03"W 443.00 feet to the point of beginning. This plat contains 19 numbered lots. This plat contains 16 acres more or less.

That I have made such survey, land division and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that surety has been deposited with the municipality, as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearing shown on the plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.

**LEGEND**

1. ALL DIMENSIONS ARE IN FEET
2. MONUMENTS HAVE BEEN SET AT POINTS MARKED THUS —○—
3. LOT CORNERS HAVE BEEN MARKED WITH STEEL RODS 18" LONG AND 3/8" IN DIAMETER.
4. BEARINGS WERE ESTABLISHED BY POLARIS OBSERVATION ON SEPTEMBER 15, 1972

POINT OF BEGINNING SW COR. SEC. 14 T9N-R9E MARATHON TOWNSHIP, LAPEER CO., MICHIGAN

SEPTEMBER 27, 1972

FLINT SURVEYING & ENGINEERING CO.  
2505 Lapeer Road  
Flint, Michigan 48503

*Carl H. Carlson*

Carl H. Carlson  
Registered Land Surveyor No. 9189

RECORDED R/W FILE NO. 28972

FLINT SURVEYING AND ENGINEERING CO.  
2505 LAPEER RD. FLINT, MICHIGAN

RECORDED RIGHT OF WAY NO. 28972

28972