

SE 1/4 SEC. 34 - T 3 N, R 10 E - MICHIGAN MERIDIAN  
CITY OF PONTIAC - OAKLAND COUNTY - MICHIGAN

TRACT REGISTER OF ACQUISITIONS AFTER 1 JULY 1940 (MILITARY)

TRACT NO.	LAND OWNER	ACREAGE		REMARKS
		FEE	EASE.	
A-100	General Motors Corporation	29.38		
A-100E	" " "		1.86	Perpetual R/W easement for access road from 15 September 1955.

FINAL PROJECT MAP

AGENCY: DEPARTMENT OF THE ARMY

STATE MICHIGAN  
COUNTY OAKLAND  
DIVISION NORTH CENTRAL DIVISION  
DISTRICT DETROIT  
ARMY AREA 5 TH

LOCATION OF PROJECT  
CITY OF PONTIAC

MILES OF

TRANSPORTATION FACILITIES

RAILROADS GRAND TRUNK WESTERN RR  
STATE ROADS  
FEDERAL ROADS U.S. HWY. 10  
AIR LINES

ACQUISITION

TOTAL ACRES ACQUIRED 31.24  
ACRES FEE 29.38  
ACRES TRANSFERRED  
ACRES LEASED  
ACRES LESSER INTERESTS Eas. (1) 1.86

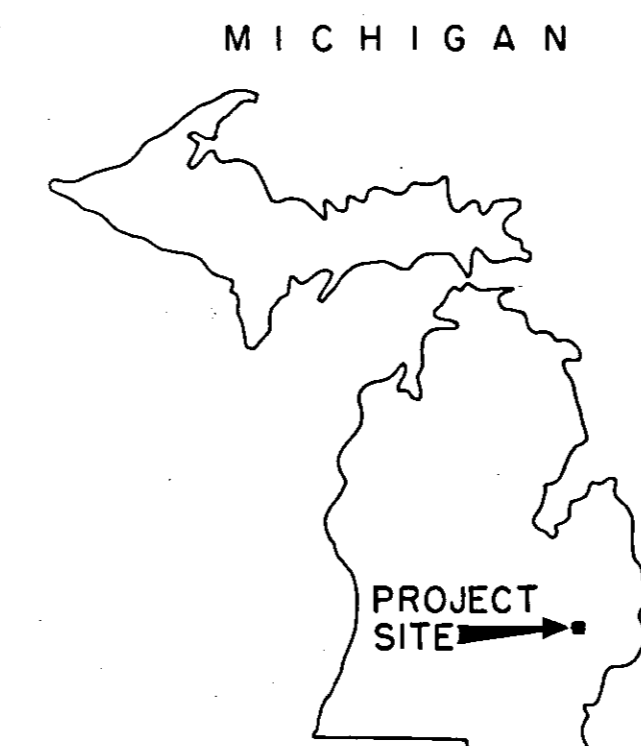
DISPOSAL

TOTAL ACRES DISPOSED OF  
ACRES SOLD  
ACRES TRANSFERRED  
ACRES LEASES TERMINATED  
ACRES LESS INT'S. TERMINATED  
ACRES REASSIGNED  
ACRES TO

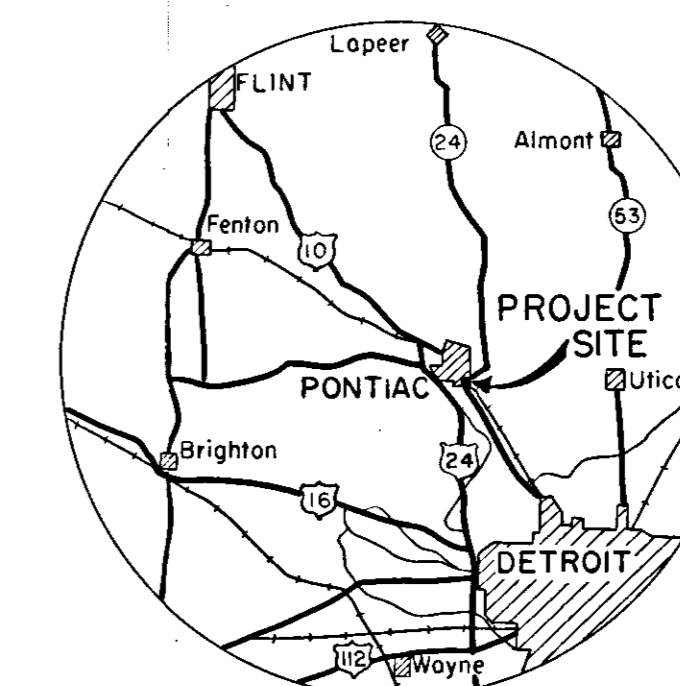
LEGEND

EXCEPT FOR THE SPECIAL SYMBOLS SHOWN BELOW, MAP SYMBOLS ARE STANDARD IN ARMY MAP SERVICE TECHNICAL MANUAL NO. 93.

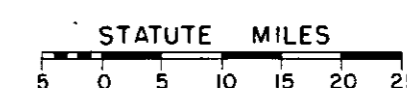
RESERVATION LINE	
RESERVATION LINE Actual Survey	
TRACT BOUNDARY LINE	
TRACT NUMBER	
AVIGATION EASEMENT	
CONTOUR LINE	
DISPOSAL	



STATE INDEX



VICINITY MAP



ACQUISITION AUTHORIZATION

RE D 6103 dated 18 Nov 1954

DEPARTMENT OF THE ARMY  
OFFICE OF THE DETROIT DISTRICT ENGINEER  
NORTH CENTRAL DIVISION

REAL ESTATE  
DETROIT ORDNANCE STORAGE FACILITY NO. 4  
PONTIAC LAY-AWAY WAREHOUSE

MILITARY RESERVATION

DRAWN BY J.F.J.  
TRACED BY J.F.J.  
CHECKED BY W.G.G.  
SUBMITTED BY W.G.G.

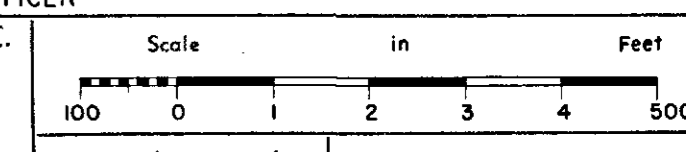
APPROVED BY *W. J. Grant* DATE 14 February 1955  
OFFICE CHIEF OF ENGINEERS, WASHINGTON 25, D. C.  
REAL ESTATE OFFICER

W. J. Grant  
CADASTRAL ENGINEER

OFFICE CHIEF OF ENGINEERS, WASHINGTON 25, D. C.

**AUDITED**

INSTALLATION OR PROJECT NO. 3631



Centerline of 12 ft. Easement for Sub-Transmission Line

Note: One fire alarm circuit located on each MBT pole, Nos. 350, 351, and 352.

RECORDED BY *R. 22540*

DATE	REVISIONS	BY
9 April '57	Revised for Audit	J.F.J.

RECORDED BY *R. 22540*

04502

INTERDEPARTMENT CORRESPONDENCE

December 10, 1963

*MR*  
12-17-63

MEMORANDUM TO:

MR. ELDRED H. SCOTT  
Vice President and Controller  
520 General Offices

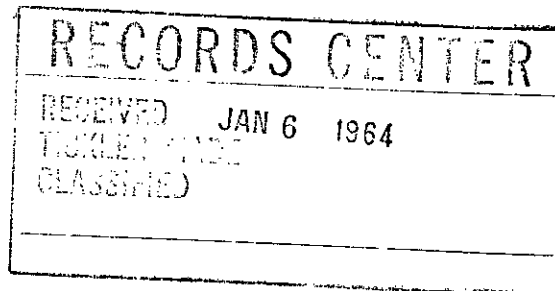
Attached for the Records Center is an easement for right of way from the Department of the Army, U.S. Government for the construction, operation, and maintenance of a 40-KV sub-transmission line on Pontiac Lay-Away Warehouse property of the North Central Division of the Detroit Ordnance Storage Facility No. 4, along the south side of the Grand Trunk Western Railroad, west of Opdyke Road, Section 34, Pontiac Township, City of Pontiac, Oakland County, Michigan.

The Accounting Department is hereby instructed to pay the Treasurer of the United States the sum of \$10.00 in payment for said right of way and forward to District Engineer, U.S. Army Engineer District, Detroit, P.O. Box 1027, Detroit, Michigan 48231.

*I. W. Gamble*

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

LGH:dal  
cc: R. S. Watson



RECORDED RIGHT OF WAY NO. *23540*

*Sec. 34; SE 1/4 of*

**DEPARTMENT OF THE ARMY**  
**EASEMENT FOR RIGHT OF WAY**  
**FOR ELECTRIC POWER TRANSMISSION OR COMMUNICATION FACILITIES**

**ON PONTIAC LAY-AWAY WAREHOUSE**  
**PONTIAC, MICHIGAN**

**DA-20-064-ENG-4543**

The **SECRETARY OF THE ARMY**, under and by virtue of the authority vested in him by the act of Congress approved 27 May 1952 (66 Stat. 95), hereby grants to **DETROIT EDISON COMPANY, a New York Corporation, authorized and doing business in Michigan, having its principal office in Detroit,**

hereinafter designated as the grantee, for a period not exceeding **Fifty (50)** years from the date hereof, an easement for a right-of-way for **the construction, operation, and maintenance of a 40-KV sub-transmission line, with appurtenances thereto,**

hereinafter referred to as "said facilities," over, across, and upon land of the United States at the location shown in red on Exhibit "A" attached hereto and made a part hereof, and described as follows: **On Exhibit "B" attached hereto and made a part hereof.**

**THIS EASEMENT is granted subject to the following conditions:**

1. That the grantee shall pay to the United States compensation in the amount of **TEN AND 00/100 DOLLARS (\$10.00)**, payable for the term in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to **District Engineer, U.S. Army Engineer District, Detroit, P.O. Box 1027, Detroit MI, Michigan. 48231**

2. That the construction and/or operation and maintenance of said facilities shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.

3. That the use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations regarding ingress, egress, safety, sanitation, and security as the said officer may from time to time prescribe.

4. That the right-of-way hereby granted shall not occupy more land than is reasonably necessary for such purpose, as determined by the said officer, and in no event shall exceed a width of **six feet ( 6 feet )** on each side of the center line thereof.

*Incl*

5. That the grantee shall supervise the said facilities and cause them to be inspected at reasonable intervals, and shall immediately repair any defects found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said facilities and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer. The grantee shall have the right of ingress and egress for such purposes.

6. That any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

7. That the United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right-of-way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right-of-way herein granted.

8. That the United States shall not be responsible for any damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), or for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities; and the grantee shall hold the United States harmless from any and all such claims.

9. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said facilities.

10. That the grantee shall furnish through said facilities such service as may be required from time to time for governmental purposes on said land, provided that payment for all such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

11. That, in the event all or any portion of said land occupied by said facilities shall be needed by the United States, or in the event the existence of said facilities shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said facilities to such other location or locations on said land as may be designated by said officer, or the grantee shall reconstruct said facilities underground on said land without expense to the United States, as may be directed by said officer, and in the event said property shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee, provided, however, that if directed to reconstruct its facilities underground the grantee may, at its option, in lieu of taking such action, wholly remove its facilities from lands of the United States as described herein, at which time the right granted herein shall cease but the restoration obligation set forth in Condition No. 13 hereof shall remain.

12. That this easement may be terminated by the Secretary of the Army upon reasonable notice to the grantee if the Secretary of the Army shall determine that the right-of-way hereby granted interferes with the use or disposal of the said land or any part thereof by the United States, or it may be forfeited and annulled by declaration of the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse for a period of two years, or for abandonment.

13. That upon the expiration, termination, or forfeiture and annulment of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove said facilities from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said facilities and so restore the premises, the United States shall have the option either to take over the said facilities as the property of the United States without compensation therefor, or to remove said facilities and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States, or its officers or agents, on account of the taking over of said facilities or on account of their removal.

14. That the provisions and conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

*This easement is not subject to Title 10, United States Code, Section 2662.*

IN WITNESS WHEREOF I have hereunto set my hand this 24<sup>th</sup> day of October, 1963,  
by direction of the Assistant Secretary of the Army (I&L).

**WITNESSES:**

Nathaniel K. Miller  
Mildred M. Hawthorne

Milburne Webb  
Milburne Webb  
Director of Industrial Programs

**DESCRIPTION**  
**PONTIAC LAY-ALAY WAREHOUSE**

A strip of land 12 feet wide (6 feet on each side of a centerline) located in the southeast one-quarter (SE $\frac{1}{4}$ ) of Section 34, Township 3 North, Range 10 East, Michigan Meridian, City of Pontiac, Oakland County, Michigan, said centerline being more particularly described as follows:

Beginning at a point on the east boundary line of the United States of America property, said point being 70 feet south of the southerly right-of-way line of the Grand Trunk Western Railroad Air Line;

Thence South 79° 14' 05" West, 253 feet to a point;

Thence South 75° 14' 05" West, 503 feet to the point of ending on the west boundary line of United States of America property;

Said strip of land being within the property conveyed to the United States of America by deed recorded in Liber 3427, Pages 308 and 309, Oakland County Records;

Said strip contains 0.21 acre, more or less.

RECORDED RIGHT OF WAY NO. 225410

**EXHIBIT B**

STATE OF VIRGINIA )

COUNTY OF Arlington ) ss

On this 24th day of October, 1963, before me personally appeared Wilburne Webb, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the foregoing instrument by direction of the Assistant Secretary of the Army as the voluntary act and deed of the United States of America.

(NOTARY SEAL)

Lloyd T. Ford

NOTARY PUBLIC, COUNTY OF \_\_\_\_\_  
STATE OF VIRGINIA

My Commission Expires: \_\_\_\_\_

Lloyd T. Ford, Notary Public  
County of Arlington  
State of Virginia  
My Commission Expires 23 Sept. 1967

RECORDED RIGHT OF WAY NO. 22540