

DEPARTMENT OF THE AIR FORCE  
EASEMENT FOR RIGHT OF WAY  
FOR ELECTRIC POWER TRANSMISSION OR COMMUNICATION FACILITIES  
ON **SELFRIDGE AIR FORCE BASE, MICHIGAN** DA-20-664-ENG-4645

The SECRETARY OF THE AIR FORCE, under and by virtue of the authority vested in him by the act of Congress approved 27 May 1952 (66 Stat. 95), having determined that the granting of this easement is not incompatible with the public interest, hereby grants to

**DETROIT EDISON COMPANY, a New York Corporation**  
authorized and doing business in Michigan having its principal Office in Detroit, Mich.  
hereinafter designated as the grantee, ~~for a period not exceeding~~ ~~years from~~  
~~the date hereof~~, an easement for a right-of-way for ~~the installation and maintenance of an~~  
~~electrical power 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 <sup>A</sup> attached hereto and made a part hereof, and more particularly described as follows:

A strip of land 12 ft. wide (6 ft. on each side of a centerline) located in Fractional 1, T.2N., R.13E., and Fractional Section 6, T.2N., R.14E., Macomb County, Michigan, said centerline being more particularly described on Exhibit B attached hereto and incorporated herein by reference.

THIS EASEMENT is granted subject to the following conditions:

1. That the grantee shall pay to the United States compensation in the amount of **Forty and 00/100 DOLLARS**-----~~(\$40.00)~~  
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, USA Engineer District, Detroit, Corps of Engineers, P.O. Box 1827, Detroit, 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 of the Air Force 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 **Twelve Feet (12')**----- (~~Six (6) Feet~~) on each side of the center line thereof.

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 Air Force upon reasonable notice to the grantee if the Secretary of the Air Force 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 Air Force 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 Air Force 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.

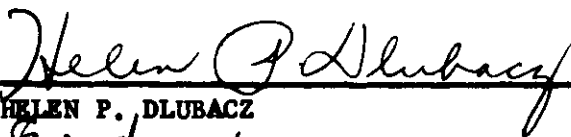
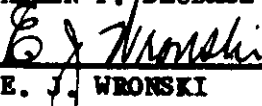
14. That the provisions and conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the ~~heirs~~, representatives, successors, and assigns of the grantee.


15. It is understood that this instrument is effective only insofar as the rights of the United States in the property on which the said power line is to be constructed are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

16. Condition No. 14 is altered in part, and Condition No. 15 is added.

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

IN WITNESS WHEREOF I have hereunto set my hand and affixed the official seal of the Department of the Air Force by <sup>direction</sup> <sub>authority</sub> of the Secretary of the Air Force this 27<sup>th</sup> day of Feb. 1964

  
HELEN P. DLUBACZ  
  
E. J. WRONSKI

  
JEFF W. BOUCHER  
Colonel, Corps of Engineers  
District Engineer

22637

DESCRIPTION

Beginning at a point on the Easterly Sideline of Gratiot Avenue, 78.75 feet and  $S20^{\circ}11'27''W$  on said Sideline from the intersection of said Sideline with the North line of "North Gratiot Heights Subdivision" as recorded in Liber 21 of Plates, Page 3, Macomb County Records, being also the North line of Section 1; thence  $S73^{\circ}40'33''E$ , 173.0 feet to a point; thence from this point  $S87^{\circ}33'27''W$ . 93.0 feet, thence from the same point  $N87^{\circ}33'27''E$ . 161.0 feet to a point, including a line  $S2^{\circ}02'33''E$  from this point for a distance of 20.0 feet; thence continuing on the same line,  $N87^{\circ}33'27''E$ . 874.0 feet to a point on the East line of Section 1 (Clinton Township) said line being also the West line of Section 6 (Harrison Township) 124.8 feet  $S2^{\circ}20'33''E$ . from the Section corner common to both Sections; thence continuing on the same line  $N87^{\circ}33'27''E$ . 210.0 feet to an angle point, including also from this point a line  $N87^{\circ}33'27''E$ , a distance of 48.0 feet and a line  $S2^{\circ}20'33''E$  a distance of 47.0 feet; thence  $N2^{\circ}20'33''W$  to a point on the North line of Section 6 (Harrison Township) 210.0 feet from the Northwest corner of said Section 6.

EXHIBIT B

RECORDED FIRST OF MAY NO. 22637

U. S. ARMY ENGINEER DISTRICT, DETROIT  
CORPS OF ENGINEERS

MAIL ADDRESS:  
P. O. BOX 1027  
DETROIT, MICHIGAN 48231

150 MICHIGAN AVENUE  
DETROIT, MICHIGAN

REFER TO FILE NO. 31NCERE-M Esmt 4645  
Det Edison Co  
Selfridge AFB

7 February 1964

Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan, 48226

Gentlemen:

Inclosed is one (1) copy of Department of Air Force Easement No. DA-20-064-ENG-4645, providing a Right-of-Way to the Detroit Edison Company for the installation and maintenance of an electrical power line on the William P. Rosso Highway, Macomb County, Michigan.

The facilities of the Detroit Edison Company have been located on Government-owned land since approximately 1942 without any formal written agreement authorizing these facilities. The Easement inclosed will serve to document the rights of the Detroit Edison Company on the William P. Rosso Highway; and if the Easement is acceptable to your Company, please advise us of your concurrence and the Easement will be executed by the Government and delivered to the Detroit Edison Company.

Sincerely yours,



A. D. STANLEY  
Chief, Real Estate Division

1 Incl  
as

22637

INTERDEPARTMENT CORRESPONDENCE

April 3, 1964

*Ind*  
4-3-64

MEMORANDUM TO:

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

Attached for the Records Center is a fully executed Easement for Right of Way agreement dated February 27, 1964, Agreement No. DA-20-064-ENG-4645.

The agreement covers a portion of a 40-KV subtransmission line in Rosso Highway, which is now owned by the U. S. Government but which formerly was public road. The property is further described as a strip of land 12 feet wide (6 feet on each side of a center line) located in Fractional 1, Town 2 North, Range 13 East, and Fractional Section 6, Town 2 North, Range 14 East, in Clinton and Harrison Townships, Macomb County, Michigan.

A check in the amount of \$40.00 has been forwarded to the Government as of April 1, 1964, by the General Accounting Department to cover compensation for said easement.

GEN'L. ACCTG. DEPT.
ENTERED - <del>GAMBLE</del>
CONTRACT BOOK NO. <u>22637</u>
DATE <u>4-27-64</u>
BY <u>[Signature]</u>
CHECKED BY <u>[Signature]</u>

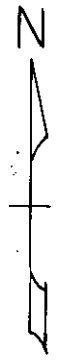
I. W. Gamble  
I. W. Gamble  
Supervisor of Rights of Way  
Properties and Rights of Way Department

IWG/mnt  
Attachment

APR 14 1964

RECORDED RIGHT OF WAY NO. 22637

CL 11-9, 448-1



(120 FT. WD.)

GRATIOT AVE.

NORTH  
GRATIOT  
HEIGHTS  
SUB'D.

D  
400

*Detroit Edison Sub-Transmission Line*

D  
401

D  
402

R. 13 E. CLINTON TWP.  
R. 14 E. HARRISON TWP.

36 31  
6

R. 13 E. MACOMB TWP.  
R. 14 E. CHESTERFIELD TWP.

WILLIAM P. ROSSO HWY. (HALL RD.) M-59

MACOMB TWP.  
CLINTON TWP.

T. 3 N. CHESTERFIELD TWP.  
T. 2 N. HARRISON TWP.

D  
403

D  
404

D  
405

D  
406

D  
407

OLD HALL RD. (66 FT. WD.)

NEW WM. P. ROSSO HWY (100 FT. WD.)

BOUNDARY SELFRIDGE AIR FORCE BASE

RECORDED RIGHT OF WAY NO.

22637

RECORDED RIGHT OF WAY NO. 22637

WILLIAM P. ROSSO HWY.

SCALE: 1" = 200'

**EXHIBIT A**

CORPS OF ENGINEERS U.S. ARMY  
OFFICE OF THE DISTRICT ENGINEER  
DETROIT DISTRICT  
REAL ESTATE DIVISION

SELRIDGE AIR FORCE BASE  
DETROIT EDISON CO.  
EASEMENT FOR  
SUB TRANSMISSION

Scale: 1"=200' Date: 3 Dec. 63