

Erin Twp  
Sec. 2+11

Detroit  
Edison

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Date: February 8, 1991

To: Record Center  
2310 WCB

From: Michael J. McCabe *MSM*  
Sr. Real Estate and Rights of Way Representative  
Macomb Division

Subject: Right of Way Agreement for Underground Residential  
Distribution for North Shore Villas Condominiums,  
being part of Assessor's Plat No. 35 of Fractional  
Section 2 and 11, T1N, R13E, and being part of Lake  
Breeze Subdivision, City of St. Clair Shores, Macomb  
County, Michigan

Attached for Records Center is the executed Right of Way  
Agreement dated January 14, 1991, and other pertinent papers  
for the above named project.

Easement for this project was requested by Larry Simms,  
Service Planner, Macomb Division. The Agreement was  
negotiated by Susan Putrycus, Representative of Real Estate  
and Rights of Way, Macomb Division.

Detroit Edison Company, Comcast Cable Television and Michigan  
Bell Telephone Company made this agreement with Piku  
Management Company, by Chrystem W. Piku, President, the  
developers of North Shore Villas Condominiums.

Please make the attached papers a part of the recorded Rights  
of Way file.

MJM/caw

Attachment

RECORDED RIGHT OF WAY NO.

41321

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Serving Customers

*We're all a part of it!*

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**Detroit Edison**

Real Estate and Rights of Way

**Joint Underground Residential Distribution  
Right of Way Agreement**

JANUARY 14, 19 91

For good and valuable consideration of system betterment, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a Michigan corporation of 2000 Second Avenue, Detroit, Michigan, MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 444 Michigan Avenue, Detroit, Michigan and Comcast Cable Television, a Delaware

corporation of 6065 Wall St., Sterling Hts, MI 48077-1860 hereinafter referred to collectively as "GRANTEE", the right to erect, lay, maintain, reconstruct, add to and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories required in, under, upon, over and across the property located in the City of St. Clair Shores, County of Macomb

State of Michigan, and more particularly described on the attached Appendix "A"; with the full right to the GRANTEE of ingress and egress upon said property for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the right of way herein described.

Said right of way shall be ten (10) feet in width unless otherwise indicated and the route is described as follows:

The exact location of underground equipment must be determined the the Utility Companies. For exact location, telephone MISS DIG at 1-800-482-7171. The exact location of underground equipment indicates the centerline of said Right of Way.

RECORDED IN MACOMB COUNTY RECORDS AT: 1:02 P. M.

FEB - 1 1991

*[Signature]*

CLERK - REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN

RECORDED RIGHT OF WAY NO. 41321

In order to provide for the proper maintenance and protection of GRANTEE, the undersigned covenant and agree that:

1. The right of way will be graded to within four inches of final grade before the GRANTEE'S lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around GRANTEE'S above ground equipment.
2. No buildings or structures other than GRANTEE'S equipment are to be placed within the right of way herein granted. No excavation is to be permitted within said right of way without approval of GRANTEE.
3. No shrubs or foliage shall be planted or grown within eight feet of the front door of transformers or switching cabinet enclosures. GRANTEE shall not be responsible to owners for damages to or removal of trees or plant life planted in front of said door or within the right of way causing an interference with GRANTEE'S maintenance of their equipment.
4. If the lines or facilities of GRANTEE are damaged by the acts of owners, their agents, employes or contractors, repairs shall be made by the granting company so damaged at the cost and expense of owners. Owners are defined as those persons owning the property at the time the damage occurred.

THIS GRANT is declared to be binding upon the heirs, successors, lessees, licensees and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand(s) on the date of this agreement.

Witnesses:

PIKU MANAGEMENT COMPANY,  
A MICHIGAN CORPORATION  
Grantors:

Denise C. Martin  
Denise C. Martin  
Jean B. Roberge  
Jean B. Roberge

BY: [Signature]  
Chrysten W. Piku, President

BY: \_\_\_\_\_

Prepared by: & Return to:  
Susan Putrycus  
15600 Nineteen Mile Rd.  
Mt. Clemens, MI 48044

Address: 17200 Ten Mile Rd.  
Suite 140  
East Detroit, MI 48021

LEGAL DESCRIPTION

Lot 40 and part of Lot 39, ASSESSOR'S PLAT NO. 35, being part of Fractional Section 2 and 11, T.1 N., R.13 E., and part of Private Claims 199, 170, 250 & 630, as recorded in Liber 15 of plats, page 26, Macomb County Records.

ALSO: Lots 263 and 264 and part of Lots 262 and 265, together with vacated Virginia Court adjacent thereto, of "Lake Breeze Sub.", as recorded in Liber 4 of plats, Pages 98 and 99 Macomb County Records, being more particularly described as follows:

Beginning as the southwesterly corner of Lot 40 of Assessor's Plat No. 35, also being the intersection of the northerly line of Masonic Boulevard (76 feet wide) and the easterly line of Rhode Island Avenue (50 feet wide); thence N 34 01'32" E 645.87 feet along said easterly line of Rhode Island Avenue; thence S 55 12'55" E 565.96 feet along the southerly line of "Merle-Diane Subdivision" (Liber 34, Page 33); thence S 34 34'25" W 235.00 feet; thence N 55 28'35" W 130.00 feet; thence S 34 31'25" W 85.00 feet; thence N 55 28'35" W 205.35 feet; thence S 34 31'25" W 324.29 feet to the Northerly line of said Masonic Boulevard; thence N 55 13'00" W 225.00 feet along said Northerly line to the point of beginning. Contains 5.5932 acres of land

Acknowledgement-Individual

STATE OF MICHIGAN

County of \_\_\_\_\_ )SS

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, the foregoing instrument was acknowledged before me, a notary public in and for said county, by \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Michigan

My commission expires \_\_\_\_\_

Acknowledgement-Individual

STATE OF MICHIGAN

County of \_\_\_\_\_ )SS

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, the foregoing instrument was acknowledged before me, a notary public in and for said county, by \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Michigan

My commission expires \_\_\_\_\_

Acknowledgement-Corporation

STATE OF MICHIGAN

County of Macomb )SS

On this 14 day of January, 19 91, the foregoing instrument was acknowledged before me, a notary public in and for said county, by Chrystem W. Piku

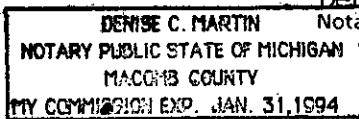
whose title(s) is /are President

of PIKU MANAGEMENT COMPANY, a MICHIGAN corporation, on behalf of the corporation.

*Denise C. Martin*

Denise C. Martin  
Notary Public, Macomb County, Michigan

My commission expires 1-31-94



Acknowledgement-Partnership

STATE OF MICHIGAN

County of \_\_\_\_\_ )SS

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, the foregoing instrument was acknowledged before me, a notary public in and for said county, by \_\_\_\_\_

(a) general/managing partner(s), on behalf of \_\_\_\_\_ a partnership.

Notary Public, \_\_\_\_\_ County, Michigan

My commission expires \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 41321