

Real Estate and Rights of Way

Joint Underground Residential Distribution  
Right of Way Agreement

Detroit  
Edison

LIBER 05093 PG 391

B569604

2-21

, 19 90

For good and valuable consideration of system betterment, the undersigned hereby grant and convey to CONSUMERS POWER COMPANY, a Michigan corporation of 212 West Michigan Avenue, Jackson, Michigan, 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 Street, Sterling Heights, MI 48078, 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, piping, venting, gas facilities and appurtenances including the necessary above ground equipment, connections, poles and accessories required to provide gas, electric and communication services with the usual services, connections and accessories in, under, upon, over and across the property located in the Township of Clinton, 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 10 feet in width unless otherwise indicated and the route is described as follows:

The exact location of said easements will be as shown on a drawing to be recorded within 90 days after construction.

RECORDED IN MACOMB COUNTY  
RECORDS AT: 2:24 P.M.

MAY - 3 1991

*Edna Hill*  
CLERK - REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN

RECORDED IN MACOMB COUNTY  
RECORDS AT: 3:04 P.M.

MAR 01 1990

*Edna Hill*  
CLERK - REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN

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, employees or contractors, repairs shall be made by the utility 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.

X *Jane Wrubel*  
Jane Wrubel

X *Elizabeth Lesperance*  
Elizabeth Lesperance

Grantors:

VENA CORPORATION  
a Michigan Corporation

BY: *John Vesper*  
John Vesper PRESIDENT

Prepared by & return to:  
Michael J. McCabe  
15600 - 19 Mile Road  
Mt. Clemens, MI 48044

Address:  
42100 Garfield  
Mt. Clemens, MI 48043

Being Re-Recorded to include Appendix B

RECORDED RIGHT OF WAY NO.

41665

**Acknowledgement-Individual**

LIBER 04824PG144

STATE OF MICHIGAN

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

LIBER 05093PG392

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 03 day of February, 19 90, 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 21 day of February, 19 90, the foregoing instrument was acknowledged before me, a notary public in and for said county, by John Vesper

whose title(s) is /are PRESIDENT  
of VENA CORPORATION, a Michigan corporation, on behalf of the corporation.

JANE M. WRUBEL  
Notary Public - Macomb County - Michigan  
My Commission Expires Aug. 24, 1993

Jane M. Wrubel  
Notary Public, Macomb County, Michigan

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

**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. 41666

LIBER 05093 PG 393

LIBER 04824 PG 145

APPENDIX "A"

"ROSEWOOD VILLAGE CONDOMINIUMS, PHASE 2", A parcel of land located in and being a part of P.C. 546, T2N, R13E, Clinton Township, Macomb County, Michigan, and being more particularly described as follows: Commencing at a point 1231.83 feet N 86°30'36" East and 1159.71 feet S 71°36'45" East from the Northwest corner of Fractional Section 16, T2N, R13E, and thence extending N 02°39'38" East 676.00 feet; thence N 73°15'47" West 129.50 feet; thence N 02°39'38" East 106.06 feet; thence along the southeasterly line of proposed 18 Mile Road (120 feet wide) N 49°19' East 205.04 feet and along a curve (radius = 2804.79 feet) concave to the Southeast, whose long chord bears N 51°02'01" East 168.01 feet; thence S 71°45'35" East 405.81 feet; thence S 02°39'38" West 1108.97 feet along the West line of "West River Estates Subdivision", as recorded in liber 74 of Plats on pages 45 and 46, Macomb County Records; thence N 71°36'45" West 561.0 feet along the centerline of Canal Road (86 feet wide) to the point of beginning.

RECORDED RIGHT OF WAY NO.

41666

Date: May 20, 1991

To: Record Center

From: Michael J. Mc Cabe *MSM*  
Sr. Real Estate and Right of Way Rep  
Macomb Division

Subject: Right of Way Agreement for Underground Residential  
Distribution for Rosewood Village Condominiums, Phase 2,  
located in the Northwest 1/4 of Section 16, T2N, R13E,  
Clinton Township, Macomb County, Michigan

Attached for Record Center is the executed Right of Way Agreement dated February 21, 1990 for the above named project.

Easement for this project was requested by Robert Burcar, Service Planning, Macomb Division. The Agreement was negotiated by Michael J. Mc Cabe, Representative, Real Estate, Rights of Way, Macomb Division.

Detroit Edison Company, Consumers Power Company, Comcast Cablevision and Michigan Bell Telephone Company made this agreement with Vena Corporation, John Vesper, President, the developer of Rosewood Village Condominiums, Phase 2.

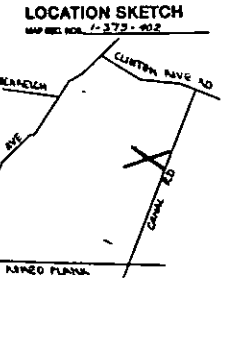
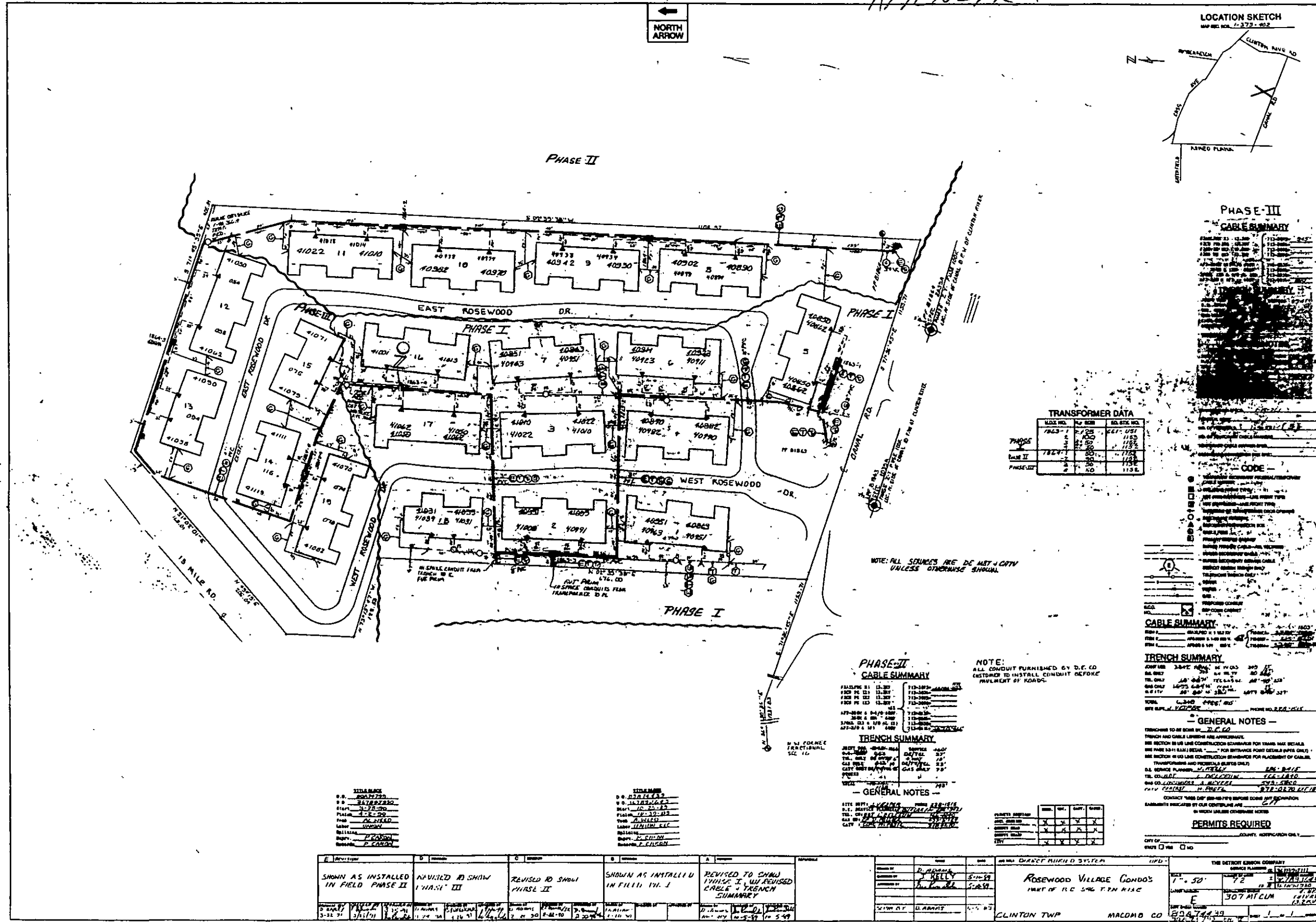
Please make the attached papers a part of the recorded Right of Way file.

MSM

Attachment

RECORDED RIGHT OF WAY NO. 41666

APPENDIX B



**PHASE-III CABLE SUMMARY**

CONDUIT NO.	CONDUIT SIZE	LENGTH	TYPE
1	2"	100'	1155
2	2"	100'	1155
3	2"	100'	1155
4	2"	100'	1155
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99	2"	100'	1155
100	2"	100'	1155

**TRANSFORMER DATA**

PHASE	MAX. NO.	MIN. NO.	ED. STD. NO.
PHASE I	100	100	1155
PHASE II	100	100	1155
PHASE III	100	100	1155

**PHASE II CABLE SUMMARY**

CONDUIT NO.	CONDUIT SIZE	LENGTH	TYPE
1	2"	100'	1155
2	2"	100'	1155
3	2"	100'	1155
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100	2"	100'	1155

NOTE: ALL CONDUIT FURNISHED BY D.E. CO. CUSTOMER TO INSTALL CONDUIT BEFORE PAVEMENT OF ROADS.

- CODE**
- TRANSFORMER
  - CONDUIT
  - TELEPHONE
  - GAS
  - WATER
  - SEWER
  - RAILROAD
  - HIGHWAY
  - POWER LINE
  - TELEVISION
  - CABLE
  - FIBER OPTIC
  - OTHER

**CABLE SUMMARY**

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