

## SANITARY SEWER EASEMENT

On September 19, 2000, for one dollar and other valuable consideration, Edison grants to Grantee a non-exclusive, permanent easement on land called the Easement Area.

"**Edison**" is The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226.

"**Grantee**" is the City of Novi, a Michigan municipal corporation, 45750 Ten Mile Road, Novi, Michigan 48375.

"**Developer**" is Park Place Estates, Inc., a Michigan corporation, 51490 Pontiac Trail, Wixom, Michigan 48393-0318.

The "**Easement Area**" is in the City of Novi, Oakland County, Michigan, described as: See attached Exhibits "A" and "B."

1. Purpose. Edison grants this easement to Grantee to construct, operate, maintain, remove and replace a sanitary sewer ("Grantee's Facility"). The sanitary sewer will be constructed by Developer with the improvements of the Park Place Estates Subdivision. **PLEASE NOTE: AS A RESULT OF THE PRESENCE OF OVERHEAD ELECTRIC LINES, PEOPLE UTILIZING THE AREA MAY RECEIVE AN ELECTRIC SHOCK, PARTICULARLY WHILE TOUCHING METAL OBJECTS. WHILE THE SHOCK IS NOT HARMFUL, IT MAY BE STARTLING TO A PERSON AND THE PERSON'S REACTION MAY CAUSE A PERSONAL INJURY.**

2. Access. Grantee and Developer have the right to use a reasonable route across Edison land to access the Easement Area. However, Grantee and Developer must not enter a fenced area without Edison's approval.

3. Edison's Rights. Edison specifically reserves the right to construct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("Edison's Facilities") on, over and under the Easement Area as long as Edison's Facilities do not interfere with Grantee's facilities.

4. Encumbrances. This easement is granted without any warranties or covenants of title, and subject to all now existing easements, restrictions and encumbrances affecting the Easement Area to which this easement would be subordinate under the recording acts or other applicable law of the State of Michigan. Furthermore, Edison may grant other encumbrances over the Easement Area, which do not interfere with Grantee's facility.

5. Edison Damages. Developer must pay Edison for all damages, losses or injuries to Edison's Facilities caused by Developer, its agents, employees, servants or independent contractors while constructing, operating or maintaining Grantee's Facility. Grantee must pay Edison for all damages, losses or injuries to Edison's facilities caused by Grantee, its agents, employees, servants or independent contractors while operating or maintaining Grantee's Facility.

6. Insurance.

A. Developer and Developer's contractors, at their own expense, must each maintain a general liability insurance policy that is satisfactory to Edison in form and substance. The policies must cover the liability assumed in this agreement for \$500,000 each person and \$1,000,000 each occurrence bodily injury, and \$500,000 each occurrence property damage. The policies must also include explosion damage, collapse, or damage to underground property (commonly known as "XCU"). Developer's policy must remain in effect until acceptance of the sanitary sewer by Grantee. Developer's contractors' policies must remain in effect during the time that the contractors are working in the Easement Area.

B. Developer and Developer's contractors must each give Edison's Director of Corporate Real Estate Services a Certificate of Insurance for the insurance coverage required by this agreement. The certificates must state that Edison will have 30 days written notice before any material change or cancellation becomes effective.

C. Developer waives Developer's rights of recovery, Developer's contractors' rights of recovery and their insurers' rights of subrogation against Edison for damage to Developer's or its contractor's property used in the Easement Area.

D. Obtaining the insurance required by this agreement will not limit or release Developer's indemnity liability.

7. Indemnity (with Environmental).

A. Developer will indemnify Edison (the Company, its officers, agents, employees and affiliates) for any claims for injuries or damages to persons or property or both, and any environmental claims brought by, or fines imposed by, federal, state or municipal environmental agencies, and any third party environmental claims, arising directly or indirectly out of the use of this easement by Developer (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees). This includes, but is not limited to, claims arising out of Developer's negligence, Developer and Edison's joint negligence, or any other person's negligence. **THIS ALSO INCLUDES CLAIMS ARISING OUT OF ELECTRIC SHOCK.**

B. Grantee will indemnify Edison (the Company, its officers, agents, employees and affiliates) for any claims for direct, indirect, consequential, or liquidated damages sought by Edison customers, based upon energy supply agreements,

which (i) arise directly or indirectly out of the use of this agreement by Grantee (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees and (ii) are due to momentary or sustained electrical interruptions or voltage fluctuations, including sag, arising out of Grantee's negligence, Grantee's and Edison's joint negligence, or any other person's negligence. But Grantee will not indemnify Edison for claims arising out of Edison's sole negligence.

C. If any claim covered by Developer's indemnity is brought against Edison, Developer will defend the claim at Developer's expense. Developer will also pay any costs (including, but not limited to, environmental cleanup costs), attorney fees, or judgments that Edison incurs or is subject to in the claim. If any claim covered by Grantee's indemnity is brought against Edison, Grantee will defend the claim at Grantee's expense. Grantee will also pay any costs (including, but not limited to, environmental cleanup costs), attorney fees, or judgments that Edison incurs or is subject to in the claim.

D. If a construction lien is placed on the Easement Area due to Developer's activities in the Easement Area, the Developer must discharge the lien by giving a bond or otherwise. If a construction lien is placed on the Easement Area due to Grantee's activities in the Easement Area, the Grantee must discharge the lien by giving a bond or otherwise.

E. The terms of this indemnity will survive the termination of this easement.

#### 8. Construction and Maintenance.

A. Developer will construct and Grantee maintain Grantee's Facility on this easement at their sole expense. If underground work is involved, they must call Miss Dig (Telephone: 1-800-482-7171) in accordance with Michigan Public Act 53 of 1974, as amended, before beginning any groundbreaking. Edison may inspect Grantee's Facilities during any construction or maintenance work.

B. Developer and its contractors must maintain at least a 20 foot clearance from Edison Facilities. Developer must not mound dirt or change elevations, which would decrease the clearance of Edison's existing electric lines to ground.

C. Developer must not change the natural drainage of the Easement Area.

D. Developer must not change either the elevation or the slope of the Easement Area without Edison's prior written permission.

E. After Developer completes construction of Grantee's Facility, Developer must send "as built" drawings of Grantee's Facility to the Principal Area Leader, Architectural/Civil/Towers, The Detroit Edison Company, 2000 Second Avenue, Room 662 G.O., Detroit, Michigan 48226. (Telephone: 1-313-235-6898).

F. After Developer completes any construction work or Grantee completes any maintenance work, they must backfill any excavations with excavated material having an in-place density of at least 100 pounds per cubic foot. If excavated material is unsuitable (e.g., peat, organic material or trash), they must use Michigan Department of Transportation Class II granular fill. For grassy or unpaved areas, they must place backfill in 12 inch to 15 inch layers and compact each layer to 90 percent maximum density as determined by the Modified Proctor Test (ASTM D 1557). For aggregate or pavement surface, they must place backfill in 9 inch maximum layers and compact each layer to 95 percent maximum density as determined by the Modified Proctor Test.


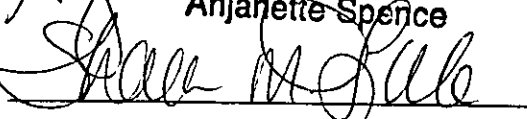
G. After Developer completes any construction work or Grantee completes any maintenance work, they must restore Edison property as nearly as possible to its original condition. This includes grading and re-seeding all disturbed lawn areas and replacing any damaged landscaping.

9. Abandonment. If Grantee abandons any part of this easement, then within three months after the abandonment, Grantee must restore the abandoned part as nearly as possible to its original condition and give Edison a written, recordable document concerning this abandonment.

10. Mortgage. This easement is subject to an October 1, 1924, Mortgage between The Detroit Edison Company and Banker's Trust Company, a New York corporation, and all supplemental agreements to the Mortgage.

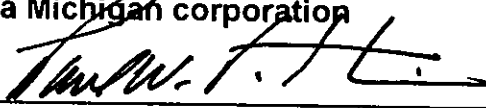
11. Successors and Assigns. This easement runs with the land and binds and benefits Edison's, Developer's and Grantee's successors and assigns.

WITNESSED BY: (type or print name under signature)

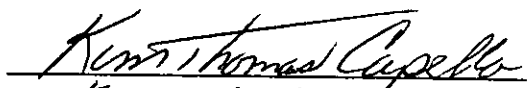
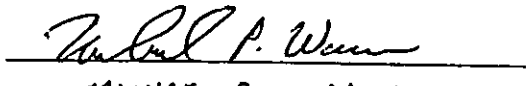
  
Anjanette Spence  
  
Sharon M. Lollo

**THE DETROIT EDISON COMPANY,**  
a Michigan corporation

By:

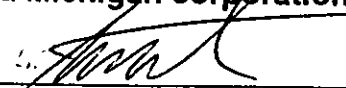
  
Paul W. Potter, Director  
Corporate Real Estate Services

WITNESSED BY: (type or print name under signature)

  
KIM THOMAS CAPELLO  
  
MICHAEL P. WARREN

**PARK PLACE ESTATES, INC.,**  
a Michigan corporation

By:

  
Robert Harris, President

APPROVED AS TO FORM 6/30/2000 DATE  
LEGAL DEPARTMENT [Signature]

WITNESSED BY: (type or print name under signature)

Melissa H. Place  
Melissa H. Place  
MaryAnn Cabadas  
MARYANN CABADAS

CITY OF NOVI, a Michigan municipal corporation

By: Richard J. Clark  
Richard J. Clark, Mayor  
By: Maryanne Cornelius  
Maryanne Cornelius, City Clerk

**ACKNOWLEDGMENT**

Acknowledged before me in Wayne County, Michigan, on September 19, 2000, by Paul W. Potter, Director of Corporate Real Estate Services of The Detroit Edison Company, a Michigan corporation, for the corporation. Sharon Lollo

Notary Stamp:

Sharon Lollo  
Notary Public, Wayne County,  
Acting in Oakland County Michigan  
My commission expires: 12-5-03

**ACKNOWLEDGMENT**

Acknowledged before me in OAKLAND County, Michigan, on July 12, 2000, by Robert Harris, the President of Park Place, Inc., a Michigan corporation, for the corporation.

Notary Stamp:

KIM THOMAS CAPELLO  
Kim Thomas Capello  
Notary Public, OAKLAND County,  
Michigan  
My commission expires: 7-10-02

**ACKNOWLEDGMENT**

Acknowledged before me in Wayne County, Michigan, on AUGUST 21, 2000, by Richard J. Clark, Mayor of the City of Novi, and Maryanne Cornelius, City Clerk of the City of Novi, a Michigan municipal corporation, for the corporation.

MARY ANN CABADAS  
Notary Public, Oakland County, MI  
My Commission Expires Oct. 5, 2002

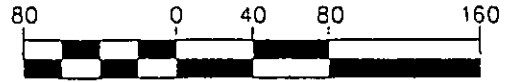
Notary Stamp:

MaryAnn Cabadas  
Notary Public, OAKLAND County,  
Michigan  
My commission expires: 10-5-2002

# EXHIBIT A



GRAPHIC SCALE



( IN FEET )  
1 INCH = 80 FT.



D.E. TOWER  
STAMPED # EB47  
PAINTED # 8834  
(NOT DRAWN TO SCALE)

DETROIT EDISON  
CORRIDOR

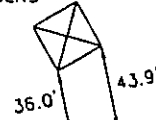
UNIT 8

S 40°59'01" W

LOT 25

D.E. TOWER  
STAMPED # CBY17  
NO PAINTED NUMBERS

BUCK DRIVE  
60' WIDE R.O.W.

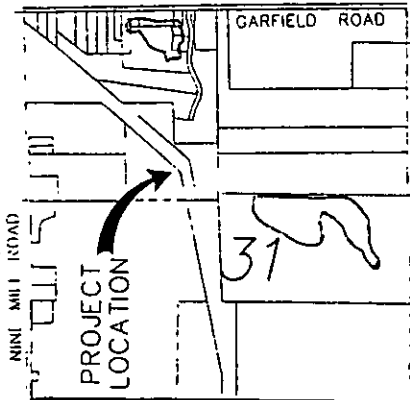
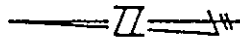


S11°38'20" E 200.00'

C/L 30' WDE  
ESMT. FOR  
VEHICLE  
INGRESS AND  
EGRESS AND  
PUBLIC UTIL.

DEER RUN COURT

"DEER RUN CONDOMINIUM"



LYON TOWNSHIP CORPORATE LIMIT  
CITY OF NORTHVILLE  
LOCATION MAP  
SCALE 1" = 2000'

LOT 24

PROPOSED "PARK PLACE SUBDIVISION"

398.91'

N78°23'18" E

791.9'  
(NOT TO SCALE)



D.E. TOWER  
STAMPED # EB72  
PAINTED # 8836

UNIT 7

NORTH 1/4 COR.  
SECTION 31  
T1N-R8E



500°15'11" W

2080.13

N00°15'11" E

478.62

CENTER OF SECTION 31  
T1N-R8E

N-S 1/4 LINE SEC. 31

## EASEMENT EXHIBIT



SEIBER, KEAST &  
ASSOCIATES, INC.  
CONSULTING ENGINEERS



MILLETICS AND  
ASSOCIATES  
LAND SURVEYORS

40398 GRAND RIVER AVENUE, SUITE 110, NOV, MI 48375-2123  
(248) 473-7880

PARK PLACE SUB.  
SECTION 31, T.1N., R.8E.,  
CITY OF NOV  
OAKLAND COUNTY, MICHIGAN

SCALE:	1" = 80'
DATE:	03-23-2000
JOB NO.:	95-008
DWG FILE:	95-008E2
DRAWN BY:	KAL
CHECK:	G.W.M.
SHEET:	1 OF 1

**EXHIBIT B**

March 23, 2000

Job No. 95-008

Park Place Subdivision

**30 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES**

**LEGAL DESCRIPTION:**

A 30 foot wide easement for public utilities being a part of the Northeast ¼ of section 31, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan; the centerline of said easement being more particularly described as commencing at the North ¼ Corner of said Section 31; thence South 00°15'11" West, 2080.13 feet, to the Southerly line of Proposed "Park Place Subdivision"; thence North 78°23'18" East, 398.91 feet, along the Southerly line of said proposed "Park Place Subdivision", to the point of beginning; thence South 11°38'20" East, 200.00 feet, to the point of ending at the Northerly line of proposed "Deer Run Condominium".