

DRAINAGE AND MAINTENANCE EASEMENT

THIS INDENTURE, made this 6th day of June, 1988, by and between THE DETROIT EDISON COMPANY, a Michigan corporation, of 2000 Second Avenue, Detroit, MI 48226, hereinafter referred to as "EDISON", and THE CITY OF NOVI, a Michigan Municipal corporation, of 45175 West Ten Mile Road, Novi, MI 48050, hereinafter referred to as "NOVI".

W I T N E S S E T H:

EDISON in consideration of the agreements herein contained does, subject to the reservations, terms and conditions hereinafter set forth, by these presents grant and convey to NOVI, its successors and assigns, a permanent drainage and maintenance easement on a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described as:

Beginning at a point located south 1484.69 feet along the west line of Section 15 (nominal centerline of Taft Road) and North 89°41'40" East 310 feet from the Northwest corner of Section 15, thence South 02°17'40" West 58.01 feet; thence South 40°02'07" East 88.97 feet; thence South 07°58'02" East 70.84 feet; thence North 89°41'40" East 119.16 feet; thence North 14°41'23" East 64.59 feet; thence North 02°04'12" West 46.01 feet; thence North 39°45'43" West 61.95 feet; thence North 23°10'23" East 44.01 feet; thence South 89°41'40" West 176.29 feet to the point of beginning. Containing 0.701 acres.

1. This easement is granted to NOVI for the sole purpose of a drainage of maintenance easement for the purpose of cleaning out and removing the accumulated sediment, vegetation, etc. for the Rouge River where it crosses EDISON property, together with the right at all reasonable times hereafter enter upon said easement for the aforesaid purpose, always, however, using the rights granted herein in such a manner as shall not interfere

with or cause damage to the overhead or underground lines of EDISON for the transmission and distribution of electricity which now or in the future may overhang said premises.

2. The grant of this easement is expressly made subject to the superior right of EDISON to construct, and use said premises for the transmission and distribution of electricity and NOVI shall assume and shall bear and pay to EDISON all damages, losses or injury occasioned to EDISON by NOVI, its agents, employees, servants or independent contractors in the maintenance and operation of said drainage and maintenance easement.

3. NOVI agrees that in accordance with the policy of EDISON it will include in its specifications the requirement that in the maintenance and operation of said drainage easement, any contractors will at all times maintain at least fifteen (15) feet of vertical and fifteen (15) feet of horizontal clearance from EDISON lines, conductors and any devices which EDISON will place upon or use on said land.

NOVI further agrees to instruct its own employees to maintain these same clearances. No mounding of dirt or change in elevation is permitted which would decrease the clearance of EDISON'S existing transmission lines.

4. It is understood and agreed by the parties hereto that the natural drainage of EDISON'S property will not at any time be changed, altered or disturbed, except as provided for herein. Moreover, any necessary change in the presently existing grade of the subject premises must first be approved by EDISON.

5. The granting of this easement is further conditioned upon acceptance of the responsibility and incurred expenses in connection with the tamping of any enclosed portion of the subject drainage easement, which shall be capable of supporting a vehicular weight of twelve thousand (12,000) pounds per axle.

6. This drainage easement shall be constructed and maintained at NOVI'S sole expense. No construction shall be commenced, nor shall any maintenance be initiated by NOVI on said drainageway maintenance easement, until NOVI shall first notify EDISON of its intention to do so not less than seven (7) days prior to the date on which such work is to be commenced. Said seven (7) day notification shall be waived in emergency situations. It is understood that for the purpose of this provision, an emergency situation shall be considered a condition whereby immediate action is necessary in order to prevent irreparable harm to NOVI. Said seven (7) day notification or immediate notification shall be made to EDISON'S Director of Real Estate and Rights of Way.

EDISON shall have the right to inspect and examine said drainage easement during the course of any maintenance thereof in order to ascertain compliance with the terms and conditions of this easement.

7. Detroit Edison paramount rights of ingress and egress to this property must be retained including building roads, installing culverts, or whatever is deemed necessary to maintain the transmission lines.

8. NOVI covenants and agrees that it shall indemnify and hold EDISON, and all of its officers, agents and employes, harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, property or both, arising directly or indirectly out of or in connection with NOVI or any of its contractors use of the premises under this easement, to which EDISON or any of its officers, agents or employes may be subject or put by reason or any act, action, negligence or omission on the part of NOVI, its contractors or any of its officers, agents or employes.

In the event any suit or other proceedings, for any claim, loss, damage, cost, charge or expense covered by

NOVI'S foregoing indemnity should be brought against EDISON or any of its officers, agents or employes, NOVI hereby covenants and agrees to assume the defense thereof and defend the same at NOVI'S own expense and to pay any and all costs, charges, attorney's fees and other expenses, and any and all judgments that may be incurred by or obtained against EDISON or any of its officers, agents or employes in such suits or other proceedings, NOVI shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

NOVI and its contractors, shall, at their own expense procure, maintain and keep in effect during the term of this agreement, and any extensions or renewals thereof, a policy of Public Liability Insurance, satisfactory to EDISON in form and substance, including Contractual Liability coverage for the liability assumed herein, in the amount of \$500,000 each person, \$1,000,000 each occurrence bodily injury liability and \$500,000 each occurrence property damage liability. Such insurance shall include explosion damage, collapse or damage to underground property (commonly known as "XCU). Further, NOVI'S contractors shall, at their own expense, procure, maintain and keep in effect during the term of the construction, and any maintenance periods thereof, a policy of Public Liability equivalent to that described above. Such insurance shall name EDISON as an additional insured.

With respect to damage to NOVI, and its Contractors' property used on said premises, NOVI and its Contractors hereby agrees to waive its rights of recovery against EDISON and if such property is insured to waive the insurer's rights to subrogation.

NOVI and its contractors shall at the time of acceptance of this easement, provide EDISON'S Director of Real Estate and Rights of Way with a Certificate of Insurance

evidencing such insurance coverage as provided for herein, and evidence of renewals thereof. Such certificates shall state that no material change or cancellation can be effected without ten (10) days prior written notice to EDISON.

It is expressly understood that the obtaining of the insurance as is herein provided, shall in no way limit or release NOVI'S liability under the indemnity provisions as provided herein.

9. If and whenever NOVI shall abandon the use of said drainage and maintenance easement and the necessary appurtenances thereto, it shall notify EDISON in a written recordable document of the fact of such abandonment and NOVI'S rights in the lands described above shall immediately terminate, it being understood and agreed however, that NOVI shall restore the lands above identified to their original condition as nearly as may be. In the event a portion only of said drainage and maintenance easement and its necessary appurtenances shall be abandoned, the provisions of this paragraph shall be applicable to that portion.

10. It is expressly understood and agreed that none of the provisions, covenants or agreements contained herein are intended to create any beneficial rights whatsoever in any party or parties not a signatory hereto.

11. This easement is subject to a certain Mortgage and Deed of Trust, dated October 1, 1924, between The Detroit Edison Company and Banker's Trust Company, a New York corporation, Trustees, and all supplemental indentures thereto.

12. This easement is also granted to you on the condition that you use the easement in accordance with any rules and ordinances of any governmental agency having jurisdiction thereof. NOVI shall be responsible for obtaining all necessary state and local approvals for their planned activity.

The covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers as to the day and year above written.

In the Presence of:

THE DETROIT EDISON COMPANY

Thomas Wilson
THOMAS WILSON

By: Robert R. Tewksbury
ROBERT R. TEWKSBURY, DIRECTOR

Janet A. Scullen
Janet A. Scullen

By: Elaine M. Godfrey
Elaine M. Godfrey, Assistant Secretary

THE CITY OF NOVI

Nancy Beutter

By: Michael Quinn

Monique M. Skinner

By: Geraldine Stupp

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 21st day of July, 1988, before me the subscriber, a Notary Public in and for said County, appeared R. R. Tewksbury and Elaine M. Godfrey to me personally known, who being by me duly sworn did say they are the Director-RE&RW and Asst. Secretary of THE DETROIT EDISON COMPANY, a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors and R. R. Tewksbury and Elaine M. Godfrey acknowledged said instrument to be the free act and deed of said corporation.

Janet A. Scullen
Notary Public, Macomb County, MI
My Commission Expires: 7-31-89
Acting in Wayne County

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

On this 10th day of June, 1988,
before me the subscriber, a Notary Public in and for said
County, appeared Matthew C. Quinn and Geraldine Stipp to
me personally known, who being by me duly sworn did say they are
the Mayor and City Clerk of THE CITY OF
NOVI, a Michigan Municipal corporation, and that the seal
affixed to said instrument was signed in behalf of said
municipal corporation by authority of its ~~Board of Directors~~^{City Council}
and _____ acknowledged
said instrument to be the free act and deed of said corporation.

Quanita E. Wetton
Notary Public, ~~Wayne~~ ^{Oakland} County, MI
My Commission Expires: 08/21/91

Prepared by: Laura Reyes Kopack
2000 Second Avenue
Detroit, Michigan 48226