

SANITARY SEWER EASEMENT

On February 17, 2000, ~~1999~~, 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, MI 48226

"Grantee" is:

City of Novi, a Michigan Municipal Corporation, 45175 West Ten Mile Road, Novi, MI 48375

The "Easement Area" is in the City of Novi, Oakland County, Michigan described as:

See Exhibit "A"

1. **Purpose** Edison grants this easement to Grantee to construct, operate, maintain, remove and replace a sanitary sewer ("Grantee's Facility").
2. **Access** Grantee has the right to use a reasonable route across Edison land to access the Easement Area. However, Grantee 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 Facility.
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** 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 constructing, operating or maintaining Grantee's Facility.
6. **Insurance**
 - a. Grantee and Grantee'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"). If Grantee is a governmental unit, then Grantee's contractor's policy must

name Edison as an additional insured. Grantee's policy must remain in effect as long as this easement agreement remains in effect. Grantee's contractors' policies must remain in effect during the time that the contractors are working in the Easement Area.

b. Grantee and Grantee'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. Grantee waives Grantee's rights of recovery, Grantee's contractor's rights of recovery and their insurers' rights of subrogation against Edison for damage to Grantee's or its contractor's property used on the Easement Area.

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

7. Indemnity (with Environmental)

a. Grantee will indemnify Edison (the Company, its officers, agents and employees) 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 Grantee (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 Grantee's negligence, Grantee and Edison's joint negligence, or any other person's negligence.

b. Grantee will also indemnify Edison (the Company, its officers, agents, and employees) 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 Grantee's indemnity is brought against Edison, Grantee will defend the claim at Grantee's expense. Grantee will also pay any 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 Grantee's activities in the Easement Area, then 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. Grantee will construct and maintain Grantee's Facility on this easement at its sole expense. If underground work is involved, Grantee must call Miss Dig (tel: 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. Grantee and its contractors must maintain at least a 20-foot clearance from Edison Facilities. Grantee must not mound dirt or change elevations, which would decrease the clearance of Edison's existing electric lines to ground.
- c. Grantee must not change the natural drainage of the Easement Area.
- d. Grantee must not change either the elevation or the slope of the Easement Area without Edison's prior written permission.
- e. After Grantee completes construction of Grantee's Facility, Grantee 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. (Tel. 313-235-6898).
- f. After Grantee completes any construction or maintenance work, Grantee must back-fill 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), Grantee must use Michigan Department of Transportation Class II granular fill. For grassy or unpaved areas, Grantee 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, Grantee 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 Grantee completes any construction or maintenance work, Grantee must restore Edison property as nearly as possible to its original condition. This includes grading and reseeding 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 and Grantee's successors and assigns.

Additional Items: This easement is subject to an existing agricultural lease to Thomas R. Steffler dated October 11, 1996.

Witnessed by: (type or print name under signature)

Elaine Clifford

 Elaine Clifford
Sharon M. Lollo

 Sharon M. Lollo

The Detroit Edison Company

By: *Paul W. Potter*

 Paul W. Potter, Director
 Corporate Real Estate Services

City of Novi

Maryann Cabadas
MARYANN CABADAS

Nancy Reutter
NANCY REUTER

By: Richard Clark
RICHARD J. CLARK-MAYOR

By: Tonni L. Bartholomew
TONNI L. BARTHOLOMEW-CITY CLERK

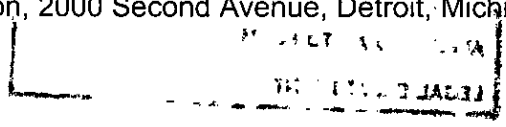
Acknowledged before me in Wayne County, Michigan, on February 17, ²⁰⁰⁰~~1999~~, by Paul W. Potter, Director of Corporate Real Estate Services of The Detroit Edison Company, a Michigan corporation, for the corporation.

Notary's Stamp: **SHARON LOLLO**
Notary Public, Wayne County
Acting in ~~Wayne~~ Oakland Co., MI
Signature: Sharon Lollo
(Notary's name, county and date commission expires)

Acknowledged before me in OAKLAND County, Michigan on DECEMBER 21, 1999,
by RICHARD J. CLARK the MAYOR
and TONNI L. BARTHOLOMEW the CITY CLERK of
The City of Novi, a Michigan Municipal corporation, for the corporation.

Notary's Stamp: **MARY ANN CABADAS**
Notary Public, Oakland County, MI
My Commission Expires Oct. 5, 2002
Signature: Maryann Cabadas
(Notary's name, county and date commission expires)

Prepared By: George H. Hathaway, Detroit Edison, 2000 Second Avenue, Detroit, Michigan 48226
When recorded return to:



APPROVED AS TO FORM 10/21/99 DATE
LEGAL DEPARTMENT JPK

Exhibit "A"

A strip of land 6.00 feet wide being a part of the NW 1/4 of Section 15, T.1N., R.8E., City of Novi, Oakland County, Michigan, the centerline of said strip described as beginning at a point on the east right-of-way line of Taft Road (66 feet wide) located distant south 1638.39 feet along the west line of said Section 15 and N89°38'41"E 33.00 feet from the northwest corner of said Section; thence running N89°38'41"E 201.63 feet; thence S87°17'12"E 365.51 feet; thence N89°56'23"E 340.21 feet; thence S36°14'13"E 143.20 feet to reference point "A"; thence continuing S37°04'22"E 282.70 feet; thence S37°02'29"E 351.22 feet; thence S07°26'14"W 31.84 feet to the point of ending.

Thence continuing from said reference point "A" N52°40'42"E 190.51 feet to a point on the southwesterly right-of-way line of CSX Railroad (100 feet wide) being the point of ending. Containing 0.262 acres, more or less.

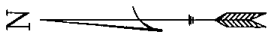


EXHIBIT "A"

SCALE: 1"=200'

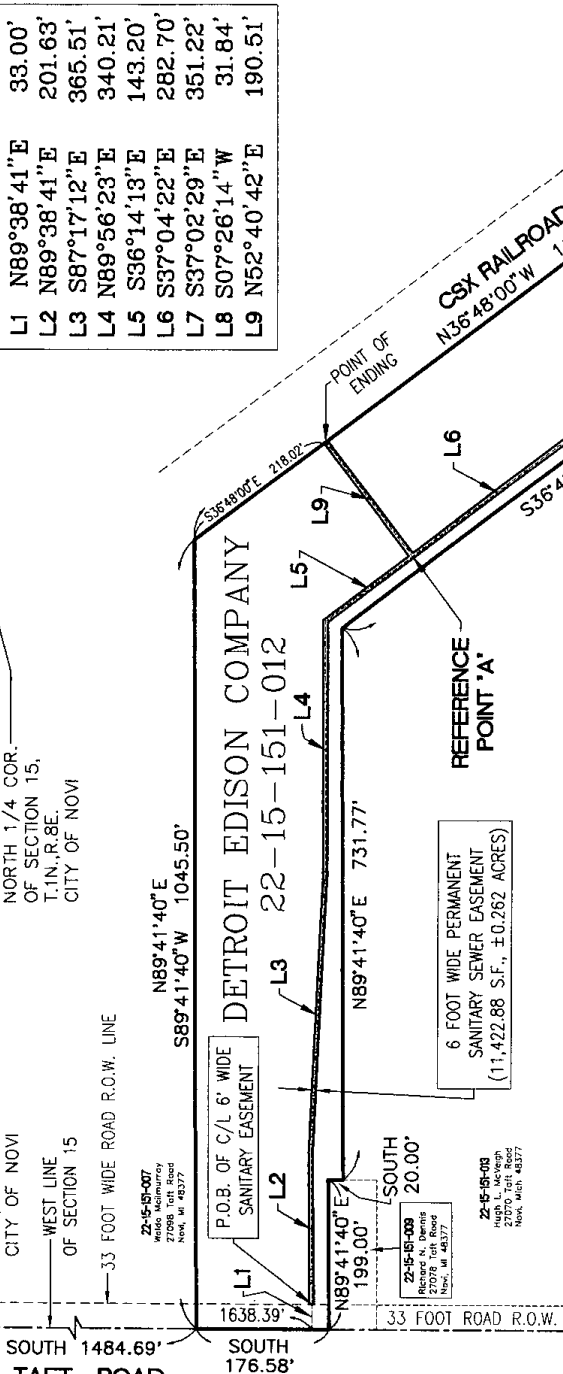
LINE TABLE	
L1	N89°38'41"E 33.00'
L2	N89°38'41"E 201.63'
L3	S87°17'12"E 365.51'
L4	N89°56'23"E 340.21'
L5	S36°14'13"E 143.20'
L6	S37°04'22"E 282.70'
L7	S37°02'29"E 351.22'
L8	S07°26'14"W 31.84'
L9	N52°40'42"E 190.51'

2650.98'
 12 MILE ROAD
 (66 FEET WIDE)
 NORTH 1/4 COR.
 OF SECTION 16,
 T.1N., R.8E,
 CITY OF NOVI

2674.12'
 12 MILE ROAD
 (66 FEET WIDE)
 NORTH 1/4 COR.
 OF SECTION 15,
 T.1N., R.8E,
 CITY OF NOVI

1638.39'
 SOUTH
 TAFT ROAD
 (66 FEET WIDE)

1484.69'
 SOUTH
 TAFT ROAD
 (66 FEET WIDE)



NOTE: THE C/L OF SANITARY SEWER DESCRIPTION IS BASED ON AN AS-BUILT SURVEY.

OWNER:
 DETROIT EDISON COMPANY,
 A MICHIGAN CORPORATION
 2000 SECOND AVENUE
 DETROIT, MI 48226

TOTAL AREA
 403,772.09 S.F.
 ±9.269 ACRES

PERMANENT EASEMENT AREA
 11,422.88 S.F.
 ±0.262 ACRES

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	7489.44'	155.70'	155.70'	S75°42'23"E	01°11'28"
C2	7489.44'	174.00'	174.00'	S75°52'45"E	01°19'52"

22-15-151-012
 27070 Taft Road
 Novi, Mich 48377

C:\DRAWINGS\5786HSKY\AS-BUILT 03-26-99 11:22:05 am EST

JCK & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 NOVI, MICH. PH. NO. (248) 348 - 2680

TAFT ROAD SANITARY SEWER

DETROIT EDISON COMPANY
 22-15-151-012

Drawn	E.W.T.	Date	03/26/99	Scale	1"=200'	Job No.	N-5786-02	Sheet No.	
Designed	T.A.M.	Checked	G.E.B.						

RESOLUTION

City of Novi
County of Oakland, Michigan

Minutes of a regular meeting of the City Council of the City of Novi,
County of Oakland, Michigan, held in the Novi Civic Center in said City on December 6,
1999, at 7:30 o'clock p.m. prevailing eastern time.

Present: Councilmembers Clark, Bononi, Crawford, Csordas,
DeRoche, Kramer, Lorenzo

Absent: Councilmembers None

The following preamble and resolution were offered by Councilmember DeRoche
and supported by Councilmember Lorenzo.

WHEREAS, present conditions in the City of Novi, Oakland County, Michigan,
necessitate the improvement of Taft Road Sanitary Sewer in the City of Novi; and

WHEREAS, proposed plans showing said improvement have been prepared by the City
Engineers; and

WHEREAS, it has been determined that said improvement is necessary for the use and
benefit of the public; and

WHEREAS, in order to construct said improvement, it is necessary that the City acquire
a Sanitary Sewer Easement over the parcel described in Exhibit "A" attached hereto, premises
situated in the City of Novi, County of Oakland, State of Michigan.

NOW, THEREFORE, BE IT RESOLVED, that the City purchase said easement, a copy
of Sanitary Sewer Easement is attached hereto as Exhibit "A", for the sum of Five Thousand
and no/100----Dollars (\$5,000.00), the amount established as just compensation for the
acquisition of the property, based upon an appraisal of the property in accordance with the
Uniform Condemnation Procedures Act, MCL 213.51, et. seq.

AYES: Councilmembers Clark, Bononi, Crawford, Csordas, DeRoche,
Kramer, Lorenzo

NAYS: Councilmembers None

RESOLUTION DECLARED ADOPTED.

Tonni Bartholomew
Tonni Bartholomew, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted
by the City Council of the City of Novi at a regular meeting held this 6
day of December, 1999.

Tonni Bartholomew
Tonni Bartholomew, City Clerk