

LIBER 31767 PG 416

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LIBER 31767 PAGE 416  
\$25.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
12/30/2003 01:58:17 P.M. RECEIPT# 114344  
PAID RECORDED - OAKLAND COUNTY  
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**SANITARY SEWER EASEMENT**

On December 31, 2002, for one dollar and other valuable consideration, Grantor grants to Grantee a non-exclusive, permanent easement on land called the Easement Area.

**"Grantor" is:**

International Transmission 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** Grantor 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 Grantor land to access the Easement Area. However, Grantee must not enter a fenced area without Grantor's approval.
3. **Grantor's Rights** Grantor specifically reserves the right to construct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("Grantor's Facilities") on, over and under the Easement Area as long as Grantor'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, Grantor may grant other encumbrances over the Easement Area, which do not interfere with Grantee's Facility.
5. **Grantor Damages** Grantee must pay Grantor for all damages, losses or injuries to Grantor'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 Grantor 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 Grantor 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 Grantor's Director of Corporate Real Estate Services a Certificate of Insurance for the insurance coverage required by this agreement. The certificates must state that Grantor 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 Grantor 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 Grantor (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 Grantor's joint negligence, or any other person's negligence.
- b. Grantee will also indemnify Grantor (the Company, its officers, agents, and employees) for any claims for direct, indirect, consequential, or liquidated damages sought by Grantor 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 Grantor's joint negligence, or any other person's negligence. But Grantee will not indemnify Grantor for claims arising out of Grantor's sole negligence.
- c. If any claim covered by Grantee's indemnity is brought against Grantor, Grantee will defend the claim at Grantee's expense. Grantee will also pay any costs, attorney fees, or judgments that Grantor 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. Grantor 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 Grantor Facilities. Grantee must not mound dirt or change elevations, which would decrease the clearance of Grantor'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 Grantor'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 Grantor 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 Grantor a written recordable document concerning this abandonment.

**10. Successors and Assigns** This easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

11. Additional Items:

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

International Transmission Company

By: John M. Wisniewski  
John M. Wisniewski, Director,  
Administration and Facilities  
Management, Agent for International  
Transmission Company

City of Novi

By: Richard J. Clark  
RICHARD J. CLARK  
By: Maryanne Cornelius  
Maryanne Cornelius

Acknowledged before me in Wayne County, Michigan, on December 31, 2002,  
by John M. Wisniewski, Director, Administration and Facilities Management of The Detroit Edison  
Company, a Michigan corporation, agent for International Transmission Company.

Notary's Stamp: ANJANETTE SPENCE  
NOTARY PUBLIC WAYNE CO., MI  
MY COMMISSION EXPIRES Mar 6, 2005  
(Notary's name, county and date commission expires)

Notary's Signature: [Signature]

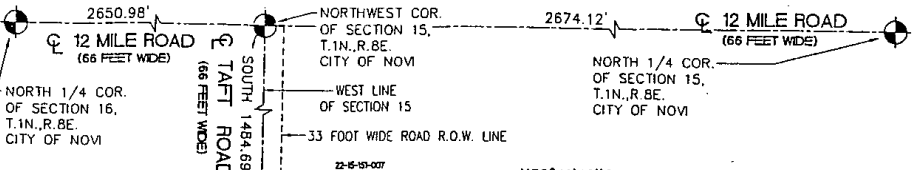
Acknowledged before me in OAKLAND County, Michigan on DEC 11, <sup>2002</sup>~~1999~~,  
by RICHARD CLARK the MAYOR  
and MARYANNE CORNELIUS the CITY CLERK of  
The City of Novi, a Michigan Municipal corporation, for the corporation.

Notary's Stamp: MARY ANN CABADAS  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Oct 5, 2006  
(Notary's name, county and date commission expires)

Notary's Signature: [Signature]

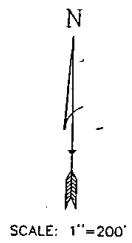
Prepared By: George H. Hathaway, Detroit Edison, 2000 Second Avenue, Detroit, Michigan 48226  
When recorded return to:

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**LINE TABLE**

L1	S52°40'42"W	183.47'
L2	S37°04'22"E	275.74'
L3	S37°02'29"E	354.09'
L4	S07°26'14"W	42.04'

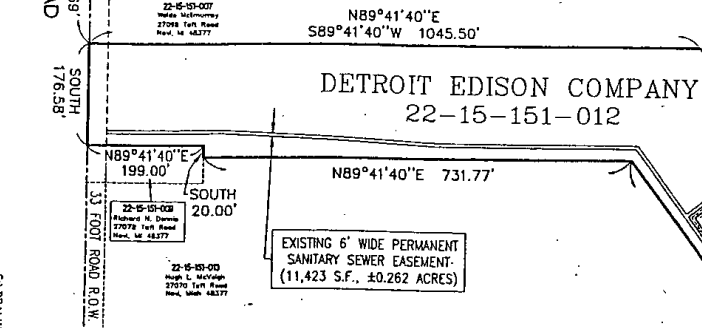


**JCK & ASSOCIATES, INC.**  
CONSULTING ENGINEERS

SECTION 10 SANITARY SEWER  
DETROIT EDISON COMPANY  
22-15-151-012

Drawn - E.W.T.	Date	Scale	Job No.	Sheet No.
Designed - T.A.M.	07/23/02	1"=200'	N-5786-02	
Checked - G.E.B.				

C:\DRAWINGS\3786\SYV\ORCEMAIN\_07-23-02\_48207.plt



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

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

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

**PERMANENT EASEMENT AREA**  
6,841 S.F.  
±0.157 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'	S76°52'45"E	01°19'52"

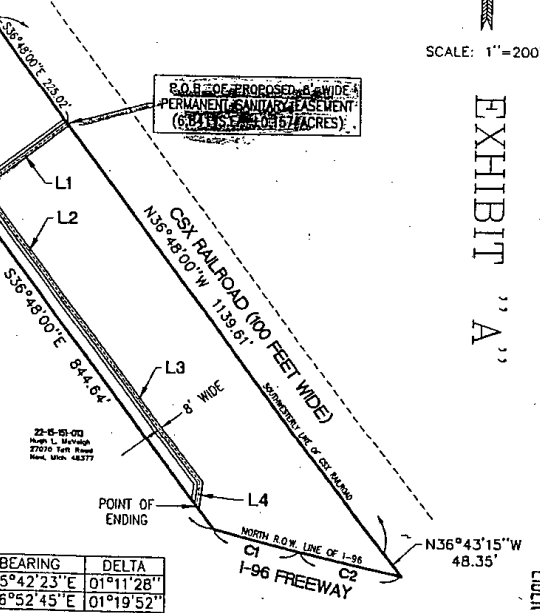


EXHIBIT "A"

Sheet 51 767 PG 420

A STRIP OF LAND 8.00 FEET WIDE BEING A PART OF THE  
~~NORTHWEST ¼ 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 SOUTHWESTERLY  
RIGHT-OF-WAY LINE OF CSX RAILROAD (100 FEET WIDE) LOCATED  
SOUTH 1484.69 FEET ALONG THE WEST LINE OF SAID SECTION 15  
AND N89°41'40"E 1045.50 FEET AND S36°48'00"E 225.02 FEET  
ALONG SAID SOUTHWESTERLY LINE FROM THE NORTHWEST  
CORNER OF SAID SECTION; THENCE RUNNING S52°40'42"W 183.47  
FEET; THENCE S37°04'22"E 275.74 FEET; THENCE S37°02'29"E  
354.09 FEET; THENCE S07°26'14"W ~~42.04~~ TO THE POINT OF ENDING.  
CONTAINING 0.157 ACRES, MORE OR LESS.

Pt 22-15-151-012