

629045
LIBER 31767 PAGE 151
\$25.00 MISC RECORDING
\$4.00 RENOVATION
12/30/2003 01:49:36 P.M. RECEIPT# 114336
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

WATERMAIN EASEMENT

On 10/30, 2003, 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 ("ITC"), a Michigan corporation, 1901 S. Wagner Road, Ann Arbor, MI 48103.

"Grantee" is:

City of Novi, a Michigan municipal corporation, 45225 West Ten Mile Road, Novi, Michigan 48050.

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

See Attachment "A" and "B"

1. **Purpose** Grantor grants this easement to Grantee to construct, operate, maintain, remove and replace a watermain ("Grantee's Facility").
2. **Access** Grantee has the right to use a reasonable route across Grantor land to access the Easement Area.
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.
4. **Encumbrances** This easement is granted without any warranties or covenants of title, and subject to all currently existing easements, restrictions and encumbrances affecting the Easement Area to which this easement would be subordinate under the recording acts or other applicable laws of the State of Michigan. Furthermore, this easement shall be non-exclusive and 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, 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

O.K. - KB

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 provide Grantor with 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

a. Grantee will indemnify Grantor (International Transmission Company, its officers, agents, employees, and affiliates) for any claims for injuries to persons or damages to property, or both, 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. But Grantee will not indemnify Grantor for claims arising out of Grantor's sole negligence.

b. Grantee will indemnify Grantor (International Transmission Company, its officers, agents, employees, and affiliates) for 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, but not Grantor's negligence, or any other person's negligence.

c. Grantee will also indemnify Grantor (International Transmission Company, its officers, agents, employees, and affiliates) 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. But Grantee will not indemnify Grantor for claims arising out of Grantor's sole negligence.

d. 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 (including, but not limited to, environmental clean up costs), attorney fees, or judgments that Grantor incurs or is subject to in the claim.

e. 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.

f. 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 currently in existence. 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 either the elevation or the slope of the Easement Area without Grantor's prior written permission.

d. After Grantee completes construction of Grantee's Facility, Grantee must send "as-built" drawings of Grantee's Facility to the Principal Area Leader, International Transmission Company, 1901 S. Wagner Road, Ann Arbor, Michigan 48103.

e. 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 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.

f. After Grantee completes any construction or maintenance work, Grantee must restore Grantor's 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 permanently abandons all or a substantial 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:**

- a. NESC and OSHA rules for operating cranes or derricks must be adhered to.
- b. No grade changes above 12 inches is allowed within easement area.

International Transmission Company

By: John H. Flynn
John H. Flynn
Vice President-General Counsel

City of Novi

By: Richard J. Clark
RICHARD J. CLARK

Acknowledged before me in OAKLAND County, Michigan, on 10/30, 2003,
 by John Flynn, Vice President-General Counsel of International Transmission Company, a
 Michigan corporation.

Notary's Stamp: **ELAINE K. CLIFFORD
 NOTARY PUBLIC - MICHIGAN
 OAKLAND COUNTY
 MY COMMISSION EXPIRES OCT. 14, 2007**

Notary's Signature: Elaine Clifford
 (Notary's name, county and date commission expires)

Acknowledged before me in Oakland County, Michigan on September 29, 2003,
 by Richard J. Clark the MAYOR
 of the City of Novi

Notary's Stamp: **CHARLENE MCLEAN
 NOTARY PUBLIC
 LIVINGSTON COUNTY, MI
 MY COMMISSION EXPIRES JAN. 24, 2006
 ACTING IN OAKLAND COUNTY, MI**

Notary's Signature: Charlene McLean
 (Notary's name, county and date commission expires)

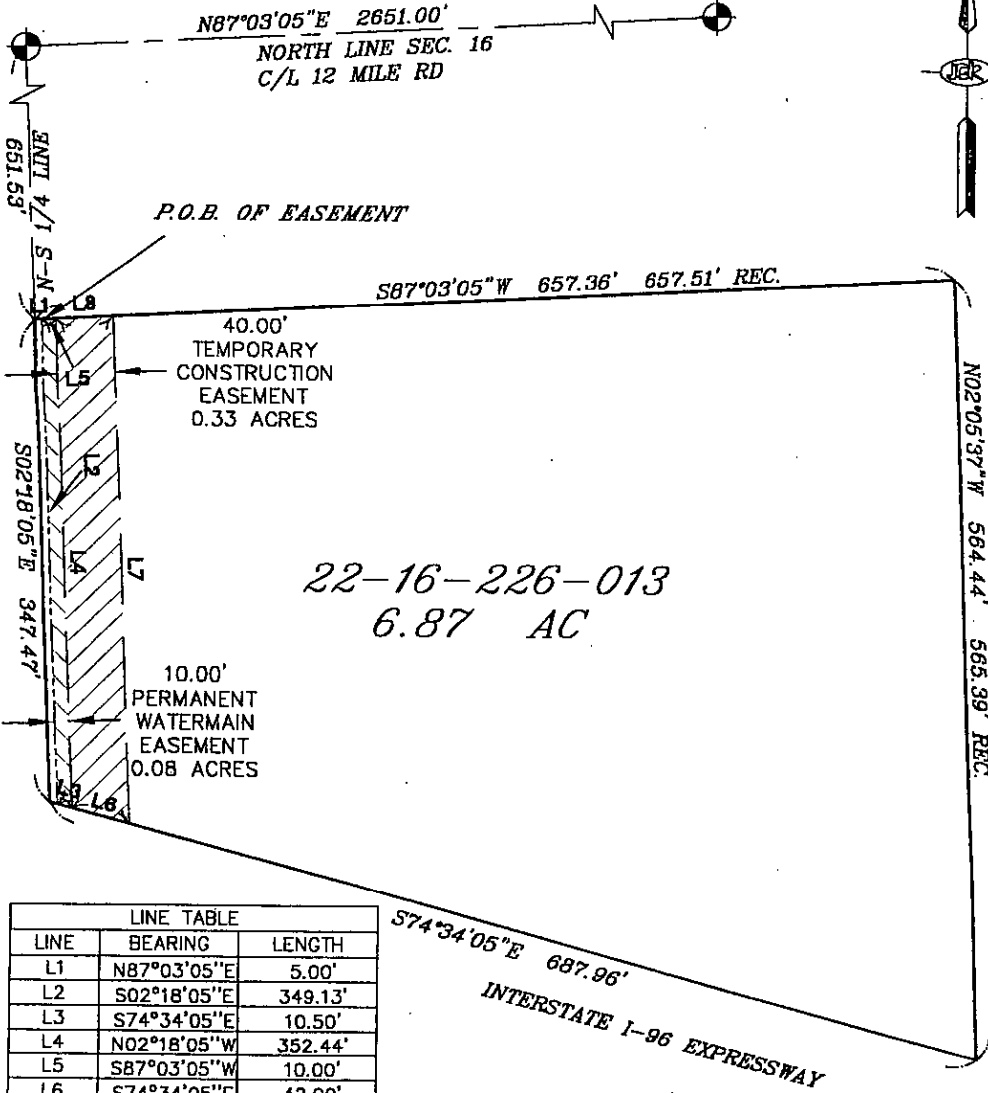
Prepared By: Elaine Clifford, International Transmission Company, 1901 S. Wagner Road, Ann Arbor, MI 48103

Ret 9

CERTIFICATE OF SURVEY

N 1/4 CORNER SECTION 16
T.1N., R.8E., CITY OF NOVI
OAKLAND COUNTY, MI.
F-5, L.16850, P.419, O.C.R.

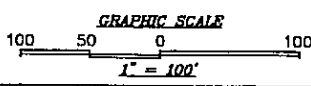
NE CORNER SECTION 16
T.1N., R.8E., CITY OF NOVI
OAKLAND COUNTY, MI.
G-5, L.16982, P.810, O.C.R.



22-16-226-013
6.87 AC

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°03'05"E	5.00'
L2	S02°18'05"E	349.13'
L3	S74°34'05"E	10.50'
L4	N02°18'05"W	352.44'
L5	S87°03'05"W	10.00'
L6	S74°34'05"E	42.00'
L7	N02°18'05"W	365.68'
L8	S87°03'05"W	40.00'

S74°34'05"E 687.96'
INTERSTATE 1-96 EXPRESSWAY



BEARINGS BASED ON: GRID BEARING-NAD83(1986) SPC MI SOUTH ZONE

Joseph C. Kapelczak
A Registered professional Surveyor No 24598 hereby certify that I have surveyed the following described parcel of land in accordance with Act 132, P.A. 1970, that the ratio of closure is 1: 5,000 and that such is within the present acceptable limits.



JCK
& associates, inc.
45650 GRAND RIVER AVE.
NOVI, MI. 48374

TAFT RD. WATERMAIN PHASE 2
EASEMENTS FOR PARCEL
22-16-226-013

Date	Drawn	Checked	Job No.
8/06/03	JWM	JCK	10-5785

ATTACHMENT 'A'

LEGAL DESCRIPTION: THAT PART OF THE NORTHEAST 1/4 OF SECTION 16, T.1N., R.8E., DESCRIBED AS: BEGINNING A POINT ON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, 651.53 FEET SOUTHERLY OF THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTHERLY ALONG SAID 1/4 LINE, 347.47 FEET TO AN IRON; THENCE SOUTHERLY ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY (I-96) MAKING A NORTHEASTERLY ANGLE OF 107°44'00" WITH THE LAST DESCRIBED LINE, 687.96 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE, MAKING A NORTHWESTERLY ANGLE OF 72°29'20" WITH THE LAST DESCRIBED LINE, 565.39 FEET TO A POINT; THENCE WESTERLY ALONG A LINE, MAKING A SOUTHWESTERLY ANGLE OF 89°03'25" WITH THE LAST DESCRIBED LINE, 657.51 FEET TO THE POINT OF BEGINNING. BEING MORE PARTICULARY DESCRIBED AS: A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 16, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEGINNING AT A POINT ON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, DISTANT S02°18'05"E 651.53 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION; THENCE CONTINUING ALONG SAID LINE TO A POINT ON THE NORTHERLY R.O.W. OF INTERSTATE HIGHWAY I-96; S02°18'05"E 347.47 FEET; THENCE ALONG SAID R.O.W. S74°34'05"E 687.96 FEET; THENCE N02°05'37"W 564.44 FEET (565.39 FEET REC.); THENCE S87°03'05"W 657.36 FEET (657.51 REC.) TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD. CONTAINING 6.87 ACRES.

LIBER 31 767 PG 156

pt 22-16-226-013

WATERMAIN EASEMENT: A 10' WIDE STRIP OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 16, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEGINNING AT A POINT LOCATED DISTANT S02°18'05"E 651.53 FEET AND N87°03'05"E 5.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S02°18'05"E 349.13 FEET TO A POINT ON THE NORTHERLY R.O.W. OF INTERSTATE HIGHWAY I-96; THENCE S74°34'05"E 10.50 FEET ALONG SAID R.O.W.; THENCE N02°18'05"W 352.44 FEET; THENCE S87°03'05"W 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.08 ACRES.

TEMPORARY CONSTRUCTION EASEMENT: A 40' WIDE STRIP OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 16, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, BEGINNING AT A POINT LOCATED DISTANT S02°18'05"E 651.53 FEET AND N87°03'05"E 15.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S02°18'05"E 352.44' TO A POINT ON THE NORTHERLY R.O.W. OF INTERSTATE HIGHWAY I-96; THENCE S74°34'05"E 42.00 FEET ALONG SAID R.O.W.; THENCE N02°18'05"W 365.68 FEET; THENCE S87°03'05" 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.33 ACRES.

Joseph C. Kapelczak

A Registered professional Surveyor No 24598 hereby certify that I have surveyed the following described parcel of land in accordance with Act 132, P/A 1970, that the ratio of closure is 1: 5,000 and that such is the present acceptable limits.

JCK
 & associates, inc.
 45650 GRAND RIVER AVE.
 NOVI, MI. 48374

TAFT RD. WATERMAIN PHASE 2
 EASEMENTS FOR PARCEL
 22-16-226-013



PHONE (248) 348-2680

Date	Drawn	Checked	Job No.
8/06/03	JWM	JCK	10-5785

Attachment "B"