

SANITARY SEWER EASEMENT

THIS INDENTURE made this 27TH day of AUGUST, 1976, by and between THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON" and the CITY OF NOVI, a Municipal Corporation, whose address is 25850 Novi Road, Novi, Michigan 48050, hereinafter referred to as "CITY".

W I T N E S S E T H :

EDISON in consideration of the sum of One (\$1.00) Dollar and the performance by CITY of the conditions hereinafter contained on its part to be performed, does, by these presents, grant to CITY the right, privilege, power and authority for the purposes hereinafter set forth to enter upon parcels of land owned by EDISON, and the easements are described as follows:

All the easements are located in the City of Novi, Oakland County, Michigan.

The permanent easement shall consist of a strip of land 20.0 ft. wide having a centerline described as: Beginning at a point on the easterly parcel line, said point being northerly along said easterly parcel line 80.92 ft. and northerly (deflecting to the right of 5°11'40") 56.36 ft. from the southeast parcel corner; th sighting southerly along said easterly parcel line, turning an angle to the right of 94°05'05" westerly to a point on the westerly parcel line, said point being northerly 140 ft. along said westerly parcel line from the southwest parcel corner. (Said centerline being 55 ft. north of the existing tower line).

Also a temporary construction easement consisting of a strip of land 80.0 ft. wide parallel to and adjoining the northerly edge of the above described permanent easement.

Also a temporary construction easement consisting of a strip of land 20.0 ft. wide parallel to and adjoining the southerly edge of the above described permanent easement.

Said easements being over and across the following described property:

Part of the north  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  of Section 14, T1N, R8E, Novi Township, Oakland County, Michigan, more particularly described as: Commencing at the east  $\frac{1}{4}$  corner of said Section; th southerly along the east line of said Section, said east line also being the centerline of Meadowbrook Road, 1,163.70 ft. to a point;

th northwesterly along a line, making a northwesterly angle of 80°23'00" with the last described line, 101.43 ft. to the point of beginning: th continuing northwesterly along the last described line, 1,252.81 ft. to a point; th northerly along a line, making a northeasterly angle of 98°39'00" with the last described line, 285.15 ft. to a point; th easterly along a line, making a southeasterly angle of 90°41'33" with the last described line, 1,267.45 ft. to a point; th southwesterly along a line, making a southwesterly angle of 85°04'47" with the last described line, 409.10 ft. to an iron; th southerly along a line deflecting to the left 5°11'40" from the last described line, 80.92 ft. to the point of beginning. Otherwise known as Parcel 22-14-401-007 on the Novi Township tax rolls.

Said temporary construction easements shall terminate upon the completion date of construction.

Subject to easements and restrictions of record and the zoning ordinance of the City of Novi.

Subject to a certain Mortgage and Deed of Trust between EDISON and Bankers Trust Company, a New York corporation, Trustee, dated October 1, 1924, and all supplemental indentures thereto.

(1) This easement is granted for the sole purpose of installing, operating and maintaining on the land hereinabove described, a sanitary sewer, with connections, and equipment therefor, hereinafter referred to as "PROJECT", with such rights of ingress and egress and other incidental rights as are reasonably necessary.

(2) It is an express condition of this grant that:

- a) For open trench installation, the toe of the slope must not be closer than 5 feet measured from the face of the foundation. The cut slope must not be steeper than 1 to 1. Therefore, for 25 foot depth, the center of the pipe must not be closer than 30 feet from the face of the foundation. The cut must not be left open for more than 5 days.
- b) For tunneling operation, the pipe must not be closer than 10 feet from the face of the foundation. Precautions must be taken to insure that the soil near the structure is not disturbed.
- c) The System Construction Department must be notified 24 hours in advance of any work to be done within 30 feet of any transmission structure or underneath the lines. Notify Mr. E. Williams, System Construction Department, on telephone number 237-8703.

(3) After construction of said "PROJECT" or after any repair of same, CITY, at its own expense, shall restore the above described easement areas to the then condition immediately preceding the construction or maintenance, as nearly as may be, the determination of

said condition being in the sole opinion of EDISON.

There is presently a variety of ornamental trees and shrubs planted within the above described easement areas. Due to the construction of the "PROJECT", the majority of the trees and shrubs will be destroyed and will have to be replaced at the grantee's cost and expense. Upon completion of construction, it is the intent of EDISON to replace the trees and shrubs destroyed by construction in the following manner:

- a) Plant 21, 3-4' Picea glauca (white spruce)  
These are to replace 11, 6-9' white spruce which will be removed in construction.  
Estimated Cost: \$1,680.00
  
- b) Plant 20 Malus baccata, 2-2½" B&B Siberian crabapple and 20 Malus hopa, 2-2½" B&B hopa crabapple - These are to replace wilding low growing trees and shrubs such as hawthorn, sumac and prickly ash.

|                               |               |
|-------------------------------|---------------|
| Estimated Cost:               | \$4,000.00    |
| TOTAL Estimate-Labor-Material | \$5,680.00    |
| Supervision                   | <u>600.00</u> |
| Grand Total, Items 1 & 2      | \$6,280.00    |

These estimates of the grand total of Items 1 & 2 are based on value as ascertained as of the date of the signing of this instrument. Grantee agrees to pay this amount plus any increases in costs, labor and material due to rising costs determined by such increases from the date of signing of this contract to the date of the actual completion of the planting.

- c) It is a further requirement of CITY that "The Michigan Soil Erosion and Sedimentation Control Act" [Public Act 347] be adhered to by the CITY, its employees and contractors. CITY further agrees to return the affected areas to their original grade and to be seeded and fertilized following techniques prescribed in the "Michigan Soil Erosion and Sedimentation Control Guidebook", page 25, and seeding mixtures and rates specified in the "Oakland County Soil Conservation District Publication - Standards and Specifications for Vegetative Protection of Developing Areas with Short Term Seeding," page 92.

CITY further agrees that in the final restoration of the original grade that it will avoid any impoundment of surface water from accumulating on the subject easements.

- d) CITY further agrees that all tree stumps, trunks and brush be chipped or removed from the easement areas and that boulders or residue unearthed in the process of excavation be removed or buried.

(4) The right to use the above-described premises for the aforesaid purposes shall be subject to the paramount rights of EDISON to utilize said land for its corporate purposes.

(5) In the event that CITY shall abandon the use of said land for the purposes herein stated, its rights hereunder shall immediately terminate and CITY in the event it is requested to do so, shall, at its own cost and expense, remove said "PROJECT" and restore said premises to their original condition as near as possible.

(6) CITY for itself and its contractors expressly covenant and agrees that in the construction, operation and maintenance of said "PROJECT," that it will, at all times, maintain at least ten (10') ft. of horizontal clearance from all structures and twenty (20') ft. of clearance between any type of construction equipment including cranes, derricks, or lifting devices, which it will place upon or use upon said land and the conductors of EDISON's lines for the transmission or distribution of electricity.

(7) Notwithstanding the purpose for which this easement has been granted, no use of the land shall be made which interferes with the operation and maintenance of the overhead or underground lines of The Detroit Edison Company for the transmission and distribution of electricity situated on said land now existing or to be erected in the future. In the event, CITY requests, and EDISON agrees to the relocation of its facilities, the total cost of such relocation work is to be borne by the CITY.

(8) CITY covenants and agrees that it will hold EDISON, and all of its officers, agents and employes, harmless from any claim, loss, damage, costs, charge or expense, whether to any person or property or both, arising directly or indirectly out of CITY, or any of its Contractor's performance of the Contract, to which EDISON or any of its officers, agents or employes may be subject or put by reason of any act, action, neglect or omission on the part of CITY, any Contractors of EDISON, or any of their respective officers, agents and employes, except that neither CITY nor any of its Contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of EDISON, or any of its officers, agents or employes, as required by Michigan Act No. 165, P.A. 1966, as amended.

(9) In the event that any suit or other proceedings, for any claim, loss, damage, cost, charge, or expense is brought against EDISON or any of its officers, agents or employes, CITY hereby covenants and agrees to assume the defense thereof and to defend the same at CITY's own expense and to pay any and all actual costs, charges, attorney's fees, and other actual expenses and any and all judgments that may be incurred by, or obtained against, EDISON or any of its officers, agents

or employes in any such suit or other proceedings. In the event that any judgment, lien or other encumbrance is placed upon or levied against the property of EDISON in any such suit or other proceedings, CITY will at once cause the same to be dissolved and discharged by giving bond or otherwise.

(10) CITY will effect and maintain for the benefit of itself and EDISON, at CITY's expense, public liability insurance for bodily injury and property damage, including contractual liability, to carry out the terms stated in paragraphs (8) and (9) above, for the work performed hereunder. The Detroit Edison Company shall be included as an additional assured party. Bodily injury Limits shall be Five Hundred Thousand and no/100 (\$500,000.00) Dollars each person, One Million and no/100 (\$1,000,000.00) Dollars each occurrence. Property damage Limits shall be Five Hundred Thousand and no/100 (\$500,000.00) Dollars each occurrence. It is understood that such insurance is not intended to and does not limit the extent of the liability assumed by CITY under this contract.

(11) No entry is to be made on the aforementioned land of EDISON by CITY or its contractor or contractors unless, prior to such entry, evidence of the aforementioned insurance is delivered to the Director of Real Estate and Rights of Way of The Detroit Edison Company of 2000 Second Avenue, Detroit, Michigan 48226. However, it is expressly understood that the liability imposed upon said contractor or contractors shall be in no way restricted or released by reason of such insurance.

(12) It is further understood that CITY will contractually require its Contractors to also indemnify and hold harmless The Detroit Edison Company.

(13) Nothing in this instrument shall be construed as a warranty of the title of EDISON to the land herein described, and CITY expressly releases EDISON from all liability of every kind arising out of any failure or defect in the title to said land.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers on the day and year first above written.

In the Presence of:

THE DETROIT EDISON COMPANY

John A. Hadjow  
JOHN A. HADJOW

BY: W. C. Arnold

W. C. Arnold, Director, Real Estate and Rights of Way Dept.

Irene C. Kata  
IRENE C. KATA

BY: Frank M. Kehoe

FRANK M. KEHOE

SECRETARY



2 21 1976

*W. J. ...*  
*Deputy City Clerk*

W. J. ...

Deputy

| APPROVED                      |                    | DATE           |
|-------------------------------|--------------------|----------------|
| LEGAL                         | <i>[Signature]</i> | <i>6/23/76</i> |
| PLANT ACCOUNTING              |                    |                |
| REAL ESTATE AND RIGHTS OF WAY | <i>W. J. ...</i>   | <i>7-7-76</i>  |
| ENGINEERING                   | <i>[Signature]</i> | <i>6/23/76</i> |
| SERVICE PLANNING              |                    |                |
| BLDG. & PROP.                 | <i>[Signature]</i> | <i>6/23/76</i> |
| INSURANCE                     | <i>[Signature]</i> | <i>6/23/76</i> |
| DISISIONS                     | <i>[Signature]</i> | <i>6/28/76</i> |

