

OK

STORM SEWER AND DRAIN EASEMENT

On October 23, 1991, for twenty thousand five hundred forty seven and 92/100 dollars (\$20,547.92), 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, Michigan 48226

"Grantee" is:

City of Novi, a municipal corporation of Oakland County, 45175 West Ten Mile Road, Novi, Michigan 48050

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

A part of the East 1/2 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, being more particularly described as:

Beginning at a point distant South 87°58'24" West 931.44 feet along the East-West 1/4 line of Section 15 and South 12°19'31" East 61.67 feet from the East 1/4 corner of said Section 15; Thence South 12°19'31" East 10.57 feet; Thence North 83°29'50" West 285.00 feet; Thence South 70°01'36" East 200.83 feet to a point on the northerly line of the Interstate 96 Expressway; Thence South 82°36'25" West 108.77 feet along said northerly line of the Interstate 96 Expressway; Thence North 70°01'36" West 184.18 feet; Thence North 83°29'50" West 248.51 feet; Thence North 06°30'10" East 20.00 feet; Thence South 83°29'50" East 118.14 feet; Thence North 06°30'10" East 20.00 feet; Thence South 83°29'50" East 20.00 feet; Thence South 06°30'10" West 20.00 feet; Thence South 83°29'50" East 130.45 feet; Thence North 06° 30' 10" East 20.00 feet; Thence South 83° 29' 50" East 350.91 feet to the Point of Beginning of this easement.

1. **Purpose** Edison grants this easement to Grantee to construct, operate, maintain, remove and replace a storm sewer and drain ("Grantee's Facility").

2. **Access** Grantee has the right to enter and exit the Easement Area at all reasonable times.

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. Grantee may, in lieu of the policy of insurance, self-insure the liabilities assumed in this agreement. 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"). 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 10 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

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, 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'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.

b. 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.

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 ground breaking. 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 Supervising Engineer, Transmission and Civil Engineering, The Detroit Edison Company, 2000 Second Avenue, Room 704 G.O., Detroit, Michigan 48226. (Tel. 313-237-8411)

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.

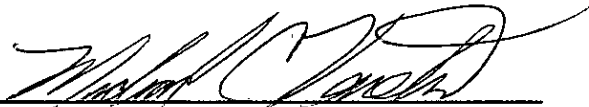
g. After Grantee completes any construction or maintenance work, Grantee must restore Edison property as nearly as possible to its original condition. This includes grading and reseeding all disturbed lawn areas and replacing any damaged landscaping.

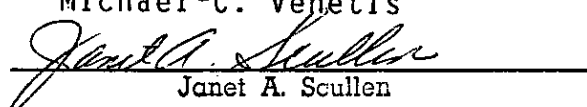
9. **Abandonment** If Grantee abandons any part of this easement, then within three months after the abandonment, Grantee must restore the abandoned part as nearly as possible to its original condition and give Edison a written recordable document concerning this abandonment.

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.

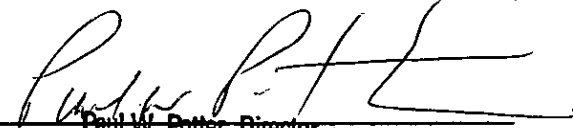
Witnessed by:

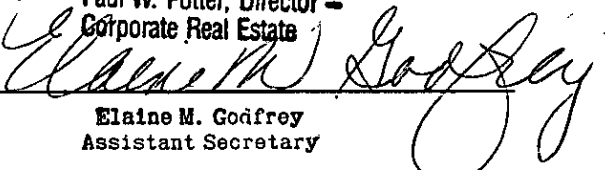


Michael C. Venetis


Janet A. Scullen


The Detroit Edison Company

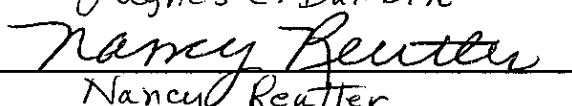
By: 

Paul W. Potter, Director -
Corporate Real Estate
By: 

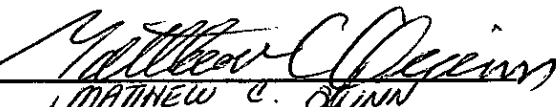
Elaine M. Godfrey
Assistant Secretary

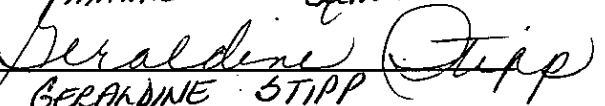
City of Novi



Agnes C. Durbin


Nancy Reutter

By: 

MATTHEW C. OLIN
By: 

GERALDINE STIPP

Acknowledged before me in Wayne County, Michigan on October 23, 1991,
 by Paul W. Potter the Director-Corporate Real Estate
 and Elaine M. Godfrey the Assistant Secretary
 of The Detroit Edison Company, a Michigan corporation, for the corporation.

Notary's Stamp: JANET A. SCULLEN
 Notary Public, Macomb County, MI
 My Commission Expires Mar. 30, 1993

Notary's Signature: Janet A. Scullen

Acknowledged before me in Oakland County, Michigan on March 9, 1992,
 by Matthew Quinn the Mayor
 and Geraldine Strapp the City Clerk
 of the City of Novi, a municipal corporation, for the corporation.

Notary's Stamp:

AGNES C. DURBIN
NOTARY PUBLIC STATE OF MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXP. AUG. 19, 1992

Notary's Signature: Agnes C. Durbin

Prepared By: George H. Hathaway, Detroit Edison, 2000 Second Avenue, Detroit, Michigan 48226

BTAG	APPROVED
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	E & D
	INSURANCE
	LEGAL
	C R
	ENERGY DELIVERY
	TAX
	Project Number