

629046  
LIBER 31767 PAGE 157  
\$25.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
12/30/2003 01:50:19 P.M. RECEIPT# 114337  
PAID RECORDED - OAKLAND COUNTY  
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**SANITARY SEWER 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, 39500 Orchard Hill Place, Suite 205, Novi, MI 48375.

**"Grantee" is:**

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

**The "Easement Area" is located in part of the NE 1/4 of Section 15, City of Novi, Oakland County, Michigan and described as:**

See attached Exhibit "A" pages 1 and 2

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.
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.

**O.K. - KB**

## 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 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, 39500 Orchard Hill Place, Suite 205, Novi, Michigan 48375.

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

By: Maryanne Cornelius  
Maryanne Cornelius

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:	<u>Elaine K. Clifford</u>
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(Notary's name, county and date commission expires)

Acknowledged before me in OAKLAND County, Michigan on OCT 6, 2003,  
by RICHARD CLARK the MAYOR AND  
of the CITY OF NOVI MARYANNE CORNELIUS, THE CLERK

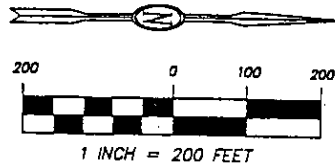
Notary's Stamp:	MARY ANN CABADAS NOTARY PUBLIC OAKLAND CO., MI MY COMMISSION EXPIRES Oct 6, 2006	Notary's Signature:	<u>Maryann Cabadas</u>
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(Notary's name, county and date commission expires)

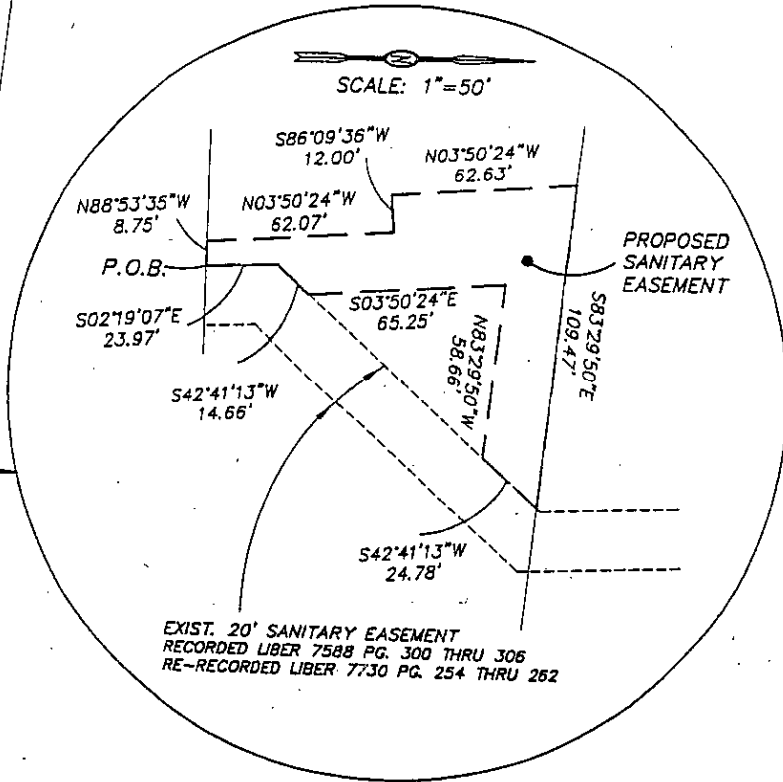
Prepared By: Elaine Clifford, International Transmission Company, 39500 Orchard Hill Place, Suite 205 Novi, MI 48375

# EXHIBIT A LIBER 31767PG161

N-S 1/4 LINE  
CENTER OF SEC 15




INTERSTATE I - 96 EXPRESSWAY  
DETROIT EDISON CORRIDOR  
22-15-200-088  
SHERATON DR



P.O.B.  
N88°53'35"W 135.24'  
S82°36'25"W 201.19'  
S78°21'25"W 100.01'  
E-W 1/4 Line  
S87°58'24"W 931.44'  
S12°19'31"E 88.76'

EAST LINE SEC 15 & NOMINAL C/L NOVI ROAD

E 1/4 COR SEC 15  
T.1N., R.8E.  
CITY OF NOVI.

 <b>JGK &amp; ASSOCIATES, INC.</b> CONSULTING ENGINEERS NOVI, MICH. PH. NO. (248) 348-2680				
<b>DETROIT EDISON COORIDOR SANITARY SEWER EASEMENT</b>				
<b>1 - 96 SANITARY SEWER, CITY OF NOVI</b>				
Drawn Designed Checked	LAS LAS,DAP	Date 10/9/02	Scale AS NOTED	Job No. 10-3988
				Shd. No. 1 OF 1

## SANITARY SEWER EASEMENT DESCRIPTION

A part of ~~the East 1/2 of Section 15, T.1N., R.8E., City of Novi, Oakland County, Michigan~~; more particularly described as commencing at the East 1/4 corner of Section 15 and proceeding S87°58'24"W 931.44 feet along the East-West 1/4 line of Section 15 and S12°19'31"E 88.76 feet and S78°21'25"W 100.01 feet and S82°36'25"W 201.19 feet and N88°53'35"W 155.24 feet to the Point of Beginning, said point being on the Northerly Right-of-Way line of Interstate 96 Expressway; thence along said Northerly line N88°53'35"W 8.75 feet; thence N03°50'24"W 62.07 feet; thence S86°09'36"W 12.00 feet; thence N03°50'24"W 62.63 feet to the North line of the Detroit Edison Corridor; thence along said North line S83°29'50"E 109.47 feet; thence S42°41'13"W 24.78 feet; thence N83°29'50"W 58.66 feet; thence S03°50'24"E 65.25 feet; thence S42°41'13"W 14.66 feet; thence S02°19'07"E 23.97 feet to the Point of Beginning. All of the above containing 0.096 acres.

P422-15-200-088