

SANITARY SEWER EASEMENT

THIS AGREEMENT, made this 27th day of July, 1979, 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 Michigan municipal corporation of 45225 West Ten Mile 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 Dollar (\$1.00) and other valuable considerations, and the performance by CITY of the conditions hereinafter contained on its part to be performed, does by these presents grant and convey to CITY an easement through, under and across land situated in the City of Novi, Oakland County, Michigan, described as follows:

Part of the Southeast 1/4 of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan.

See attached EXHIBIT 1

Parcel 22-15-200-031 Beginning at a point distant West 1088.64 feet from the East 1/4 Corner; thence West 250.46 feet; thence South 89°27'40" West 842.27 feet; thence North 81°43'50" West 502.25 feet; thence North 00° 10'50" West 166.81 feet; thence South 81°43'50" East 1606.96 feet to the point of beginning, containing 3.97 acres more or less

Parcel 22-15-401-004 - That part of the West 1/2 of the Southeast 1/4 lying Northerly of the relocated US-16 Highway, containing 1.20 acres more or less.

Centerline of said easement - Commencing at the East 1/4 corner of said Section and proceeding North 01°49'18" West 903.75 feet along the East line of said Section; thence South 88°10' 42" West 98.90 feet; thence South 01°02'27" West 360.45 feet; thence South 04°15'23" West 186.66 feet; thence South 20°35' 37" West 165.28 feet; thence South 39°41'56" West 165.28 feet; thence South 58°48'15" West 165.28 feet; thence South 75°08'29" West 186.66 feet; thence South 78°21'25" West 384.80 feet; thence South 82°36'25" West 201.19 feet; thence North 88°53'35" West 144.73 feet; thence South 02°19'07" East 8.56 feet to the point of beginning, said point being on the Northerly Right-of-Way line of I-96 Expressway; thence North 02°19'07" West 20.00 feet; thence North 42°41'13" East 179.94 feet to the point of ending of the Centerline of said easement, said point being on the Northerly line of the Detroit Edison Company Corridor.

upon the following terms and conditions:

1. This easement is granted for the sole purpose of installing, operating and maintaining on said land described above, a fifteen (15) inch sanitary sewer only, with such rights of ingress and egress and such other incidental rights as are reasonably necessary to so do. No

right to the use or occupation of the surface of the land is hereby granted, except for construction and maintenance purposes, and CITY shall always restore the surface of said land to its original condition as near as may be. It is understood that the temporary construction easement described above shall terminate upon completion of the installation of the above described sanitary sewer.

2. 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 the generation, transmission and distribution of electricity or for any other corporate purpose compatible with the grant hereunder.

3. CITY covenants and agrees that it shall indemnify and hold EDISON and all of its officers, agents and employes, harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, or property or both, arising directly or indirectly out of or in connection with CITY'S, or any of its contractor's, use of the premises under this easement, 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, its contractors or any of its officers, agents and employes.

In the event any suit or other proceedings, for any claim, loss, damage, cost, charge or expense covered by CITY'S foregoing indemnity should be brought against EDISON or any of its officers, agents or employes, CITY hereby covenants and agrees to assume the defense thereof and defend the same at CITY'S own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgments that may be incurred by, or obtained against EDISON or any of its officers, agents, or employes in such suits or other proceedings. In the event of any judgment or other lien being placed upon the property of EDISON in such suits or other proceedings, CITY shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

CITY and its contractors shall at their own expense, procure, maintain and keep in effect during the term of this easement, and any extensions or renewals thereof, a policy of Public Liability Insurance satisfactory to EDISON in form and substance, including contractual liability coverage for the liability assumed herein, in the amount of \$500,000 each person, \$1,000,000 each occurrence bodily injury liability and \$500,000 each occurrence property damage liability.

CITY and its contractors shall at the time of acceptance of this permit, provide EDISON'S Director of Real Estate and Rights of Way with a Certificate of Insurance evidencing such insurance coverage as provided for herein and evidence of renewals thereof. Such certificates shall state that no material change or cancellation can be effected without ten (10) days prior written notice to EDISON.

It is expressly understood that the obtaining of the insurance as is herein provided, shall in no way limit or release CITY'S liability under the indemnity provisions as provided herein.

4. CITY, for itself and its contractors, agrees that in accordance with the policy of EDISON, it will include in its specifications the requirement that in the construction, maintenance and operation of said sewer, the contractors will at all times maintain a minimum clearance of twenty (20) feet vertically and horizontally between any type of construction equipment, including cranes, derricks or lifting devices which they will place upon or use on said land and the conductors of the lines of EDISON for the transmission and distribution of electricity and for communications purposes. Between structure 11339 and 11340, there is a minimum clearance of thirty-two (32) feet; during construction, mechanized vehicles will exercise caution in this area. CITY further agrees to instruct its own employes to maintain these same clearances and exercise all necessary caution.

5. CITY shall, before actual construction of the sewer is commenced, furnish to EDISON a survey drawing showing the location of said sewer. No construction shall be commenced nor shall any major repairs be initiated by CITY on said sewer until CITY shall first notify EDISON by United States Mail of its intention to do so, not less than seven (7) days prior to the date on which such work is to be commenced. Said notice shall be addressed to the attention of EDISON'S Director of Real Estate and Rights of Way, 2000 Second Avenue, Detroit, Michigan 48226. Major maintenance or major repairs as referred to herein shall be defined as such maintenance or repairs as involve use of equipment which may reasonably be considered to create a hazard because of its proximity to EDISON lines or equipment installed near or adjacent to the premises described above.

In the event of an extreme emergency requiring immediate construction and/or major maintenance work, such notice as is herein required shall be given to EDISON immediately after such construction or maintenance work has been commenced. The words "extreme emergency" as herein used shall be defined to mean the occurrence of an event of which CITY, in the ordinary exercise of its rights herein, could have no foreknowledge.

EDISON shall have the right to inspect and examine said sewer during the period of construction or during the course of any maintenance or repair thereof in order to ascertain that the terms and conditions of this easement are being complied with.

6. In the course of installing, operating and maintaining the sanitary sewer on the above described land: the easement corridor will be back filled and restored to its existing condition; any change in grade will be approved by EDISON; the trench will be tamped and able to support vehicular weight of twenty thousand (20,000) pounds per axle; the natural drainage of the corridor will not be disturbed.

7. If and whenever CITY shall abandon the use of said sewer and the necessary appurtenances thereto, it shall notify EDISON in a written recordable document of the fact of such abandonment and CITY'S rights in the lands described above shall immediately terminate; it being understood and agreed, however, that CITY shall prior to such abandonment, at its own cost and expense, remove such portions of such sewer and its necessary appurtenances as it desires to salvage and shall restore the lands above identified where such removal takes place to their original condition as nearly as may be. In the event a portion only of said sewer and its necessary appurtenances shall be abandoned, the provisions of this paragraph shall be applicable to that portion.

8. CITY shall at all times operate and maintain said sewer in a manner and method satisfactory to EDISON, and, in the event that it fails to do so, EDISON may forthwith and without liability to CITY revoke and terminate this grant.

9. The covenants and undertakings imposed upon CITY hereunder shall be binding upon its contractor or contractors performing any work on the easement hereby granted to CITY or on the lands of EDISON adjacent thereto, and CITY shall not be released from its covenants and undertakings under this instrument.

10. The right hereby granted is subject to all the rights and privileges heretofore granted to others by EDISON or by any prior owners of said land.

11. This grant is also subject to the terms and conditions of a Trust Mortgage given by EDISON to the Bankers Trust Company of New York, including the supplemental indentures thereto.

12. 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.

13. EDISON agrees that it will not unreasonably interfere with the use granted to CITY by this easement grant.

14. It is expressly understood and agreed that none of the provisions, covenants or agreements contained herein are intended to create any beneficial rights whatsoever in any party or parties not a signatory hereto.

The covenants and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto 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

Raymond E. Dupont
RAYMOND E. DUPONT

By R. R. Tewksbury
R. R. Tewksbury, Director Real Estate and Rights of Way Dept.

Barbara Ann Maher
BARBARA ANN MAHER

By Irene C. Kata
IRENE C. KATA ASST. SECRETARY

ACCEPTED

CITY OF NOVI

Patricia A. Loder
Patricia A. Loder

By Romaine Roethel
Romaine Roethel, Mayor

Kathryn V. Hendrick
Kathryn V. Hendrick

By Geraldine Stipp
Geraldine Stipp, Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 2nd day of August, 1979, before me the subscriber, a Notary Public in and for said County, appeared R. R. Tewksbury and Irene C. Kata, to me personally known, who being by me duly sworn did say they are the Director, Real Estate and Rights of Way Dept. and Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and R. R. Tewksbury and Irene C. Kata acknowledged said instrument to be the free act and deed of said corporation.

BARBARA ANN MAHER
Notary Public, Wayne County, Mich.
My Commission Expires June 28, 1982

Barbara Ann Maher
Notary Public, Wayne County, MI
My Commission expires: _____

State of Michigan)) SS
County of Oakland)

On this 27th day of July, 1979, before me the subscriber, a Notary Public in and for said County, appeared Romaine Roethel and Geraldine Stipp to me personally known, who being by me duly sworn did say they are respectively the Mayor and City Clerk of the City of Novi a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed in behalf of said City, by authority of its City Council and Romaine Roethel and Geraldine Stipp acknowledged said instrument to be the free act and deed of said City.

PREPARED BY: J. ALICIA FUQUA
2000 Second Avenue
Detroit, MI 48226

Patricia A. Loder
Patricia A. Loder, Notary Public
Oakland County, Michigan
My commission expires: 10/24/81

APPROVED		DATE
BLDG. & PROP. DEPT.		
DIV. MGR.	<i>[Signature]</i>	5-17-79
IN. DEPT.	<i>[Signature]</i>	5-1-79
PL. DEPT.	<i>[Signature]</i>	5-7-79
GEN. INV. DEPT.		
CONTR. ENG. DEPT.	<i>[Signature]</i>	5-29-79
TRK. DEPT.		

[Handwritten signature]

EXHIBIT I

