

LIBER 17936 PC 763

\$ 19.00 MISCELLANEOUS RECORDING
\$ 2.00 REINUMENTATION
5 JAN 98 7:18 A.M. RECEIPT# 5A
PAID RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

SANITARY SEWER EASEMENT

On DECEMBER 1, 1997, for one dollar and other valuable consideration, 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 Michigan Municipal corporation, 45175 West Ten Mile Road, Novi,
Michigan 48375

The "Easement Area" is in the City of Novi Township, Oakland County, Michigan described as: A strip of land 20.0 feet wide being a part of the SE ¼ of Section 15, Town 1 North, Range 8 East, City of Novi, Oakland County, Michigan, the centerline of said strip being described as beginning at a point on the North line of I-96, located distant South 87°58'24" West 931.44 feet and South 12°19'31" East 88.76 feet and South 78°21'25" West 100.01 feet and South 82°36'25" West 201.19 feet and North 88°53'35" West 79.54 feet from the East ¼ corner of said Section 15; thence running North 08°57'55" East 112.69 feet to the South right-of-way line of Sheraton Drive and the point of ending. See also attached Exhibits A1 and A2



22-15-200-088

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

2. **Access** Grantee has the right to use a reasonable route across Edison land to access the easement area. However, Grantee must not enter a fenced area without Edison's approval.

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.

+ 1900
200

OK - G.K.

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. 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 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 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'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. Grantee will also indemnify Edison (the Company, its officers, agents, and employees) for any claims for direct, indirect, consequential, or liquidated damages sought by Edison 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, 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.
- c. 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.
- d. 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.
- e. 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 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 Principal Area Leader, Architectural/Civil/Towers, The Detroit Edison Company, 2000 Second Avenue, Room 662 G.O., Detroit, Michigan 48226. (Tel. 313-235-6898).
- 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.

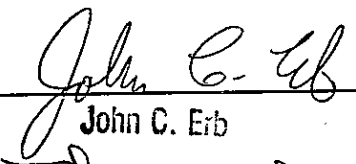
10. **Mortgage** This easement is subject to an October 1, 1924, Mortgage between The Detroit Edison Company and Banker's Trust Company, a New York corporation, and all supplemental agreements to the Mortgage.

11. **Successors and Assigns** This easement runs with the land and binds and benefits Edison's and Grantee's successors and assigns.

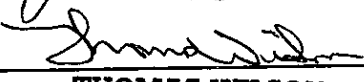
12. **Additional Items**

- a. The width of the easement will be twenty (20) feet.
- b. Grantor grants a 50 foot wide temporary easement for the construction phase only. The site shall be restored to its original grade and condition following the construction of the sewer.
- c. All stored equipment on this temporary 50 foot wide easement shall be no closer than 20 feet to the energized conductor.
- d. OSHA safety requirements are to be observed during construction.
- e. JCK & Associates do not have the right to alter the grade or change the land within the granted easement. Any requested changes by JCK & Associates must be specified with detailed drawings before being approved by Grantor.

Witnessed by:(type or print name under signature)

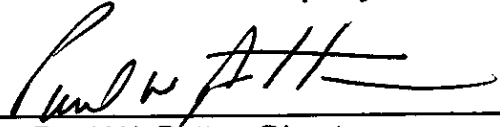


 John C. Erb



 THOMAS WILSON

The Detroit Edison Company

By: 

 Paul W. Potter, Director
 Corporate Real Estate Services

City of Novi

Charlene McLellan
Charlene McLellan

By: Kathleen S. McLellan
KATHLEEN McLALLEN-MAYOR

Mary Ann Cabadas
Mary Ann Cabadas

By: Tonni L. Bartholomew
TONNI L. BARTHOLOMEW-CITY CLERK

Acknowledged before me in Wayne County, Michigan, on December 1, 1997, by Paul W. Potter, Director of Corporate Real Estate Services of The Detroit Edison Company, a Michigan corporation, for the corporation.

Notary's Stamp: **THOMAS WILSON**
Notary Public, Wayne County, MI
My Commission Expires Oct. 11, 1998

Notary's Signature: Thomas Wilson
THOMAS WILSON

(Notary's name, county and date commission expires)

Acknowledged before me in Oakland County, Michigan on November 13, 1997, by Kathleen S. McLallen the Mayor and Tonni L. Bartholomew the Clerk of the City of Novi, a Michigan Municipal corporation, for the corporation.

Notary's Stamp: **MARY ANN CABADAS**
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 10-5-98

Notary's Signature: Mary Ann Cabadas

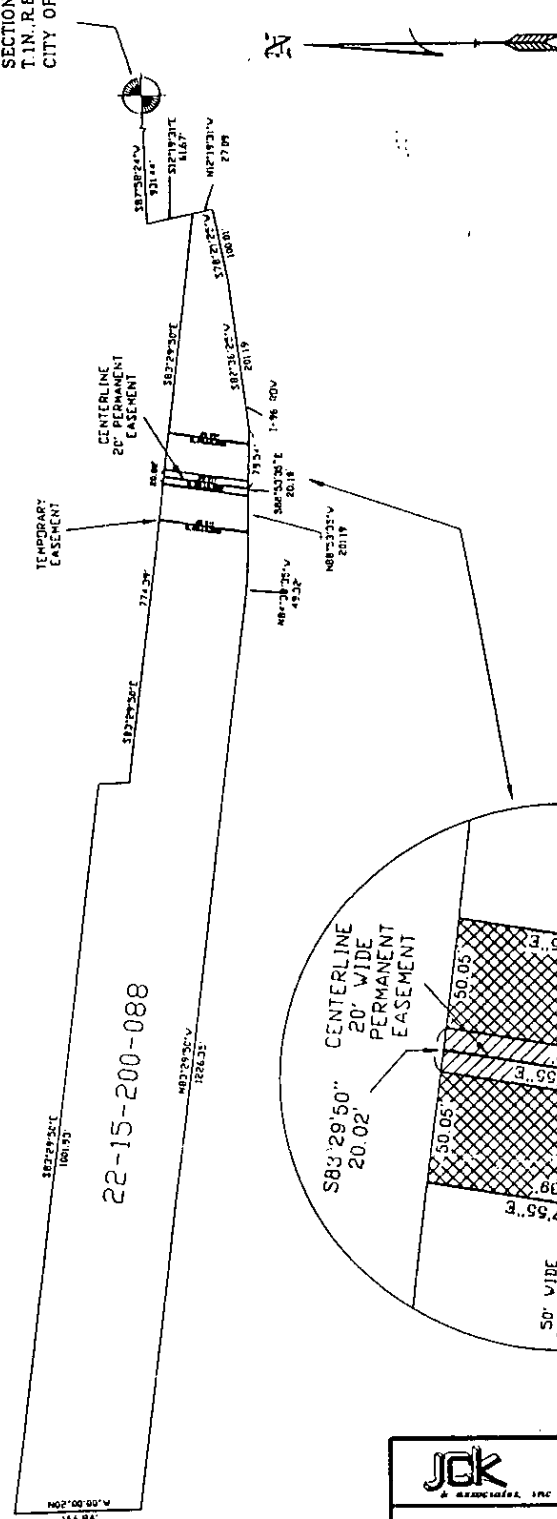
(Notary's name, county and date commission expires)

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

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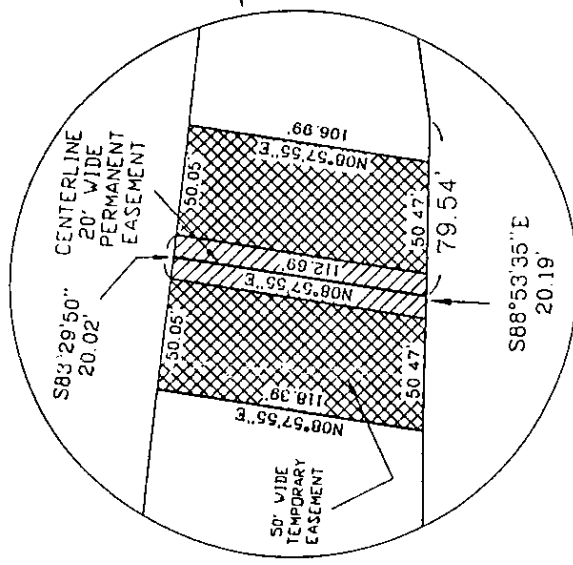
EXHIBIT "A" 1

EAST 1/4 CORNER
SECTION 15
T.1N., R.8E.
CITY OF NOVI



OWNER:
DETROIT EDISON CO.
660 PLAZA, SUITE 2300
DETROIT, MI 48226

PARCEL AREAS:
PARENT PARCEL: 5.584 AC. (243,239.04 S.F.)
PERMANENT ESMT: 0.05176 AC. (2254.72 S.F.)
TEMPORARY ESMT: 0.25881 AC. (11273.62 S.F.)

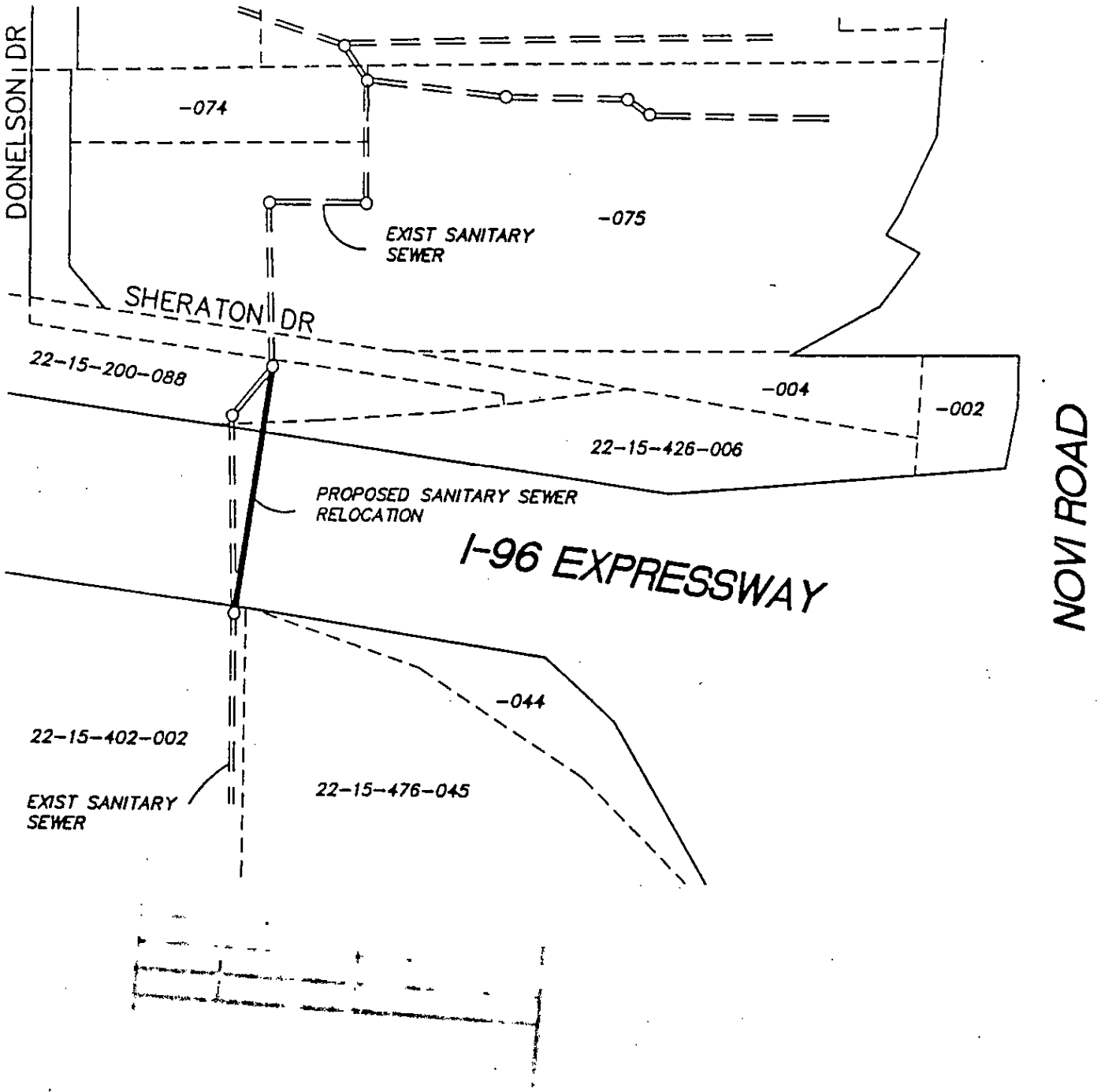


INSET (N.T.S.)

JCK & ASSOCIATES, INC. CONSULTING ENGINEERS NOVI, MICH. PH. NO. (248) 348 - 2600				
<h2>I-96 SANITARY SEWER</h2>				
<h3>PARCEL 22-15-200-088</h3>				
Drawn <u>JWS</u> Designed _____ Checked _____	Date <u>5/6/97</u>	Scale <u>1"=200'</u>	Job No <u>N-3988</u>	Sheet No _____

EXHIBIT "A" 2

LIBER 17936 PG 769



APPROVED		DATE
FM & S		
EM & D		
INSURANCE		
LEGAL	<i>DICKA</i>	10/13/97
CRS		
ENERGY DELIVERY		
TAX		
Principal Member		

- PERMANENT LEASMENT

1" = 30'

