

LIBER 128760051

SANITARY SEWER EASEMENT

On July 17th, 1992, for Fifteen Thousand Two Hundred ^{B#92 REG/DEEDS PAID} 00 Dollars ^{0001 SEP.02'92 10:14AM} (\$15,200.00) and other valuable consideration, Edison grants to Grantee a non-exclusive, permanent easement on land called the Easement Area. ^{7592 RMT FEE} 17.00

"Edison" is:

The Detroit Edison Company, a Michigan-~~INCORPORATED~~ Corporation, 2000 Second Avenue, Detroit, Michigan 48226.

B#92 REG/DEEDS PAID
0001 SEP.02'92 10:14AM
7592 RMT FEE 2.00

"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, Oakland County, Michigan, described as:

A strip of land 20.00 feet wide being part of the SW 1/4 of Section 13, T.1N., R.8E., City of Novi, Oakland County, Michigan, the centerline of said strip described as beginning at a point located distant S03°06'50"E, along the west line of said Section 13, 1024.20 feet and S85°09'51"E 125.79 feet and S43°59'03"E 148.35 feet and S89°27'06"E 20.00 feet from the W 1/4 corner of said Section 13; thence continuing S89°27'06"E 172.09 feet; thence N81°02'02"E 346.97 feet; thence N66°53'16"E 274.96 feet; thence N28°04'32"E 135.76 feet; thence N54°02'21"E 271.71 feet to the point of ending.

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This instrument also includes a temporary construction easement, 40 foot wide north of and adjacent to the 20 foot wide permanent easement, also a strip of land 40 foot wide or less laying south of and adjacent to said 20 foot permanent easement.

This instrument also grants unto the City of Novi and/or its agents the right to move men and equipment on and through, and the right to store material and excavated dirt, and the right to alter the underlying land within the temporary easement lying adjacent to the permanent easement. Said temporary construction easement shall terminate upon completion of the Hudson Sanitary Sewer District, Project No. N-2957-1.

1. **PURPOSE** - Edison grants this easement to Grantee to construct, operate, remove and maintain a sanitary sewer ("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 Facilities") on, over and under the Easement Area as long as Edison's Facilities do not interfere with Grantee's Facility.

17.00
2.00
RMT

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, maintaining or operating 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 that 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 ten (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 subordination 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 judgements 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 (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 (telephone 313-237-8411).
- f. After Grantee completes any construction or maintenance work, Grantee must backfill 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 indentures 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
MICHAEL C. VENETIS
Pearl E. Kotter
Pearl E. Kotter

THE DETROIT EDISON COMPANY
By: Paul W. Potter
Paul W. Potter, Director
Corporate Real Estate
By: Elaine M. Godfrey
Elaine M. Godfrey
Assistant Secretary

Acknowledged before in Wayne County, Michigan, on July 17th, 1992,
by Paul W. Potter and Elaine M. Godfrey
the Director-Corporate Real Estate and Assistant Secretary

of the Detroit Edison Company, a Michigan corporation, for the corporation.

PEARL E. KOTTER
Notary's **Notary Public, Macomb County, MI**
Stamp: **My Commission Expires Aug. 23, 1993**

Notary's Signature: Pearl E. Kotter

Witnessed by:

Agnes C. Durbin
Agnes C. Durbin
Susan E. Blumer
Susan E. Blumer

CITY OF NOVI, A Michigan Municipal Corporation
By: Matthew C. Quinn
By: Gerardine Stipp

Acknowledged before in Oakland County, Michigan, on August 21, 1992,
by MATTHEW C. QUINN and GERARDINE STIPP.
the MAYOR and CITY CLERK
of the CITY OF NOVI, a Michigan City, for the corporation.

NANCY A. REUTER
Notary's **NOTARY PUBLIC - LIVINGSTON COUNTY, MICH.**
Stamp: **MY COMMISSION EXPIRES 7-28-93**

Notary's Signature: Nancy A. Reuter

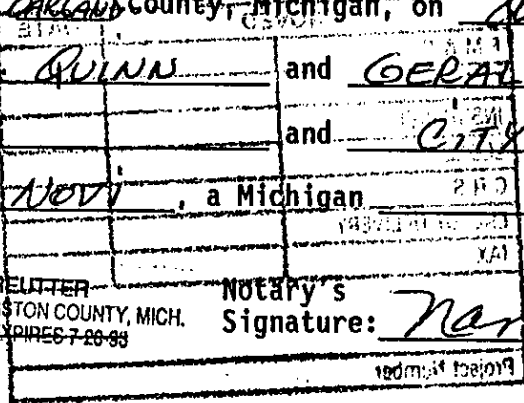
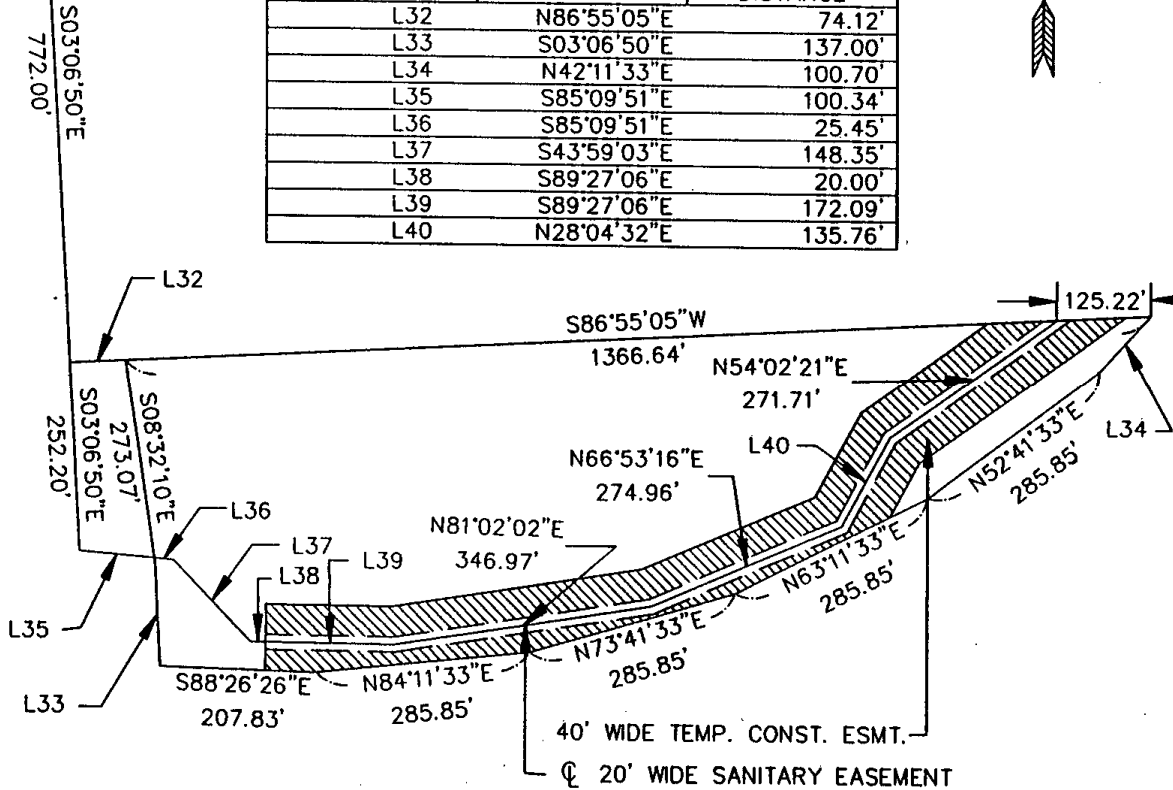


EXHIBIT "A" LIBER 12876 PG 055

W 1/4 COR. SEC. 13
T 1 N, R 8 E
CITY OF NOV

BEARINGS AND DISTANCE'S ARE BASED ON PREVIOUS D.E. CO. SURVEY
D.E. CO. REFERENCE DWG. SEE 5MS 1063-13 & SE 1063-2

LINE	DIRECTION	DISTANCE
L32	N86°55'05"E	74.12'
L33	S03°06'50"E	137.00'
L34	N42°11'33"E	100.70'
L35	S85°09'51"E	100.34'
L36	S85°09'51"E	25.45'
L37	S43°59'03"E	148.35'
L38	S89°27'06"E	20.00'
L39	S89°27'06"E	172.09'
L40	N28°04'32"E	135.76'



PARENT PARCEL: 9.87 ACRES (430,003 S.F.)
EASEMENT AREA: 0.55 ACRES (24,018 S.F.)
TEMPORARY EASEMENT: 1.77 ACRES (76,565 S.F.)

		JCK & ASSOCIATES, INC. CONSULTING ENGINEERS NOVI, MICH. PH. NO. (313) 348 - 2680		
<h2>SANITARY SEWER EASEMENT</h2>				
<h3>22-13-301-014</h3>				
Drawn <u> </u> B.D.L. Designed <u> </u> Checked <u> </u>	Date 5/21/92	Scale 1" = 200'	Job No. N-2957-1	Sheet No.

EXHIBIT "B"

By acceptance of this easement, City of Novi agrees to the following special conditions:

1. Grantor retains fee simple interest to the easement area described herein and reserves the right to the use and enjoyment of the property, as allowed under all applicable zoning ordinances and building codes, for any use not inconsistent with the rights granted herein.
2. Grantor, its successor or assigns shall have the right to tap into the sanitary sewer upon payment of all applicable tap fees or other charges assessed by the City for the use of said sewer.
3. The exclusive purpose of the easement described herein is to accommodate a single sanitary sewer line to be constructed in accordance with the plans and specifications for the Hudson District Sanitary Sewer Project No. N-2957-1, on file in the offices of JCK & Associates, Inc., Consulting Engineers for the City of Novi.

Additional sewer lines may not be constructed within said easement without prior written approval from the Grantor.