

On June 1st, 1994, 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:

Southeastern Michigan Gas Company, a Michigan corporation, 2915 Lapeer Road, P.O. Box 5004, Port Huron, Michigan 48061-5004

The "Easement Area" is in Greenwood Township, St. Clair County, Michigan described as: A 6.0 foot wide easement to Southeastern Michigan Gas Company for a 6" gas pipeline across part of the East half of Section 21, the Northeast 1/4 of Section 28, and the Northwest 1/4 of Section 27, Town 8 North, Range 15 East, Greenwood Township, St. Clair County, Michigan, further described by its centerline as: Commencing at the Northeast Corner of Section 21: Thence South 87°24'03" West 1298.00 feet along the North Line of said Section 21 to the point of beginning of said easement; Thence South 03°03'44" East 1653.61 feet; Thence South 02°01'16" East 227.74 feet; Thence South 02°51'55" East 645.19 feet; Thence South 03°19'41" East 432.21 feet; Thence South 02°28'06" East 1314.32 feet; Thence South 02°53'16" East 671.26 feet; Thence South 01°53'34" East 157.04 feet; Thence South 04°14'57" East 201.63 feet; Thence South 01°42'30" East 511.31 feet; Thence South 03°32'56" East 178.50 feet; Thence North 87°21'58" East 376.17 feet; Thence South 67°30'20" East 535.06 feet; Thence North 86°04'49" East 539.87 feet; Thence North 03°17'47" West 523.41 feet; Thence North 86°33'31" East 91.45 feet to the point of ending of said 6.0 foot wide easement.

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1. **Purpose** Edison grants this easement to Grantee, and will allow Grantee to enter the Easement Area at all reasonable times, to construct, operate and maintain a gas pipeline ("Grantee's Facility").

2. **Edison's Rights** This easement is subject to Edison's rights to construct, operate and maintain overhead and underground electric transmission, distribution and communication lines and associated structures and equipment ("Edison's Facilities"). Grantee must not interfere with Edison's Facilities and Edison must not interfere with Grantee's Facility.

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3. **Encumbrances** This easement is also subject to all existing recorded or unrecorded easements, restrictions and encumbrances affecting the Easement Area. Furthermore, Edison may grant other encumbrances over the Easement Area which do not interfere with Grantee's Facility.

4. **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.

5. 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 remain in effect during the term of this agreement and 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 liability. 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.

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.

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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.

6. Indemnity

a. Grantee will indemnify Edison (the Company, its officers, agents and employees) for 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, lessees and licensees). This includes, but is not limited to, claims arising out of Grantee's negligence, Grantee's and Edison's concurrent 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.

7. 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 (telephone: MISS DIG) at least 48 hours 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.

8. **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.

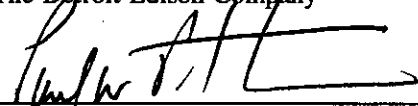
9. **Mortgage** This easement is subject to an October 1, 1924, Mortgage between The Detroit Edison Company and Banker's Trust Company, a New York corporation, and all supplemental indentures to the Mortgage.

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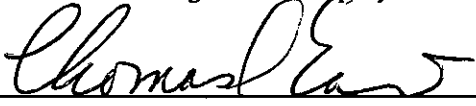
10. **Successors and Assigns** This easement runs with the land and binds and benefits Edison's and Grantee's successors and assigns.

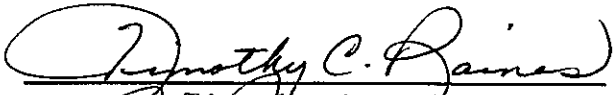

Witnessed by:


MICHAEL C. VENETIS

The Detroit Edison Company

Paul W. Potter, Director-Corporate Real Estate


THOMAS WILSON

Southeastern Michigan Gas Company

Thomas S. East


Timothy C. Raines

Wm Wilton


Acknowledged before me in Wayne County, Michigan, on June 15th, 1994 by Paul W. Potter, Director-Corporate Real Estate, of The Detroit Edison Company, a Michigan corporation, for the corporation.

Notary's Stamp: **MICHAEL C. VENETIS**
Notary Public, Macomb County, MI
My Commission Expires Dec. 8, 1995

Notary's Signature: 

Acknowledged before me in St. Clair County, Michigan on June 9th, 1994,
by Thomas S. East the Vice-President
and _____ the _____
of Southeastern Michigan Gas Company, a Michigan corporation, for the corporation.

Notary's Stamp: **Wm. Wilton**
Southeastern Michigan Gas Co.
2915 Lapeer Avenue
Port Huron, MI 48060
EXP. 12-4-96

Notary's Signature: 
Wm Wilton

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

RECORDED RIGHT OF FAY NO. 46019