

7001 JAN 17 P 3:15

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48643

AFFIDAVIT

JJP

GAS PIPELINE EASEMENT



On November 22, 2000, 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, MI 48226

"Grantee" is:

Vector Pipeline L.P., a Delaware Limited Partnership, Lake Superior Place, 21 West Superior Street, Duluth, MN 55802

The "Easement Area" is in Handy and Oceola Townships, Livingston County, Michigan described as: See Exhibit A & B which are attached to and made a part of this easement.

1. **Purpose** Edison grants this easement to Grantee to construct, operate, maintain, clear, inspect, and repair one pipeline, together with valves, fittings, protective apparatus, a pipeline communications system, and such other equipment and appurtenances necessary in connection therewith for the effective, efficient, and safe transportation of natural gas and associated hydrocarbon by-products and derivatives thereof, through a pipeline on, over, under and across the following specific areas ("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.
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 or the rights granted herein.

Tax ID#: 4705-36-400-004
4707-09-100-011

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 except for damages caused by Edison's sole negligence or willful misconduct.

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, employees, and affiliates) for any claims for injuries or damages to persons or property or both, and 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, Grantee 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 (including, but not limited to, environmental clean up 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. Edison will indemnify Grantee for claims arising out of Edison's sole negligence or willful misconduct.
- 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. Edison may inspect Grantee's Facilities during any construction or maintenance work.
- b. Grantee will also have the temporary non-exclusive right to use Edison's land lying on the northerly side and on the southerly side of the permanent easement area, for the purpose of constructing this pipeline and from time to time, to test, inspect, repair, maintain, replace, alter, improve and remove Grantee's facility following construction. Grantee will notify Edison at least two weeks in advance of any maintenance to be performed in the easement area.
- c. Grantee and its contractors must maintain at least a 20-foot clearance from Edison Facilities. Grantee must not mound dirt or change elevations without Edison's approval, which would decrease the clearance of Edison's existing electric lines to ground.
- d. Grantee must not change the natural drainage of the Easement Area.
- e. Grantee must not change either the elevation or the slope of the Easement Area without Edison's prior written permission.
- f. 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).
- g. After Grantee completes any construction or maintenance work, including excavations, Grantee must restore Edison property as nearly as possible to its original condition. This includes re-establishing grade, restoring topsoil and reseeding all disturbed lawn areas and replacing any damaged landscaping.

9. **Abandonment** If Grantee abandons any part of this easement, then within six 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. Grantee shall not be deemed to have abandoned this easement unless it has failed to use the easement for a continuous period of three years. If Grantee does not maintain

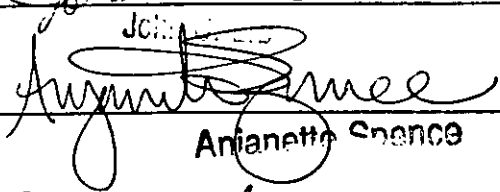
the unused pipeline and/or facilities for any consecutive period of three years, then the pipe and easement will be considered abandoned. Any abandonment shall be performed in compliance with applicable legislation in force at the time of abandonment.


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.

Witnessed by: (type or print name under signature)





Anjanette Spence


John R. Hutson


Teresa E. Rodriguez

The Detroit Edison Company

By: 
Paul W. Potter, Director
Corporate Real Estate Services

Vector Pipeline L.P.
BY Vector Pipeline, Inc.
As General Partner

By: 
John W. Lavery

Acknowledged before me in Wayne County, Michigan, on November 15, 2000, by Paul W. Potter, Director of Corporate Real Estate Services of The Detroit Edison Company, a Michigan corporation, for the corporation.

JOHN C. ERB
Notary Public, Oakland County, MI
Acting in Wayne Co., MI
My Commission Expires Apr. 13, 2002

Notary's Stamp:

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

Notary's Signature:

John C. Erb
John C. Erb

Acknowledged before me in INGHAM County, Michigan on November 22, 2000, by John W. Lavery the Attorney-in-Fact and _____ the _____ of

Vector Pipeline L.P., , for the limited partnership.

SUELLEN ROTIS
NOTARY PUBLIC STATE OF MICHIGAN
INGHAM COUNTY
ACTING IN:
MY COMMISSION EXP. NOV. 8, 2004

Notary's Stamp:

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

Notary's Signature:

Suellen R. Otis

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

EXHIBIT "A"

Attached to and made a part of that certain Pipeline Easement, executed by Detroit Edison Company in favor of Vector Pipeline, L. P.
Dated: November 22, 2000.

VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 03-13-035
LIVINGSTON COUNTY, MICHIGAN

**DESCRIPTION OF A THIRTY (30) FEET WIDE
PERMANENT EASEMENT AND RIGHT OF WAY**

DESCRIPTION OF A THIRTY (30) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY, LOCATED IN SECTION 36, TOWNSHIP 3 NORTH, RANGE 3 EAST OF LIVINGSTON COUNTY, MICHIGAN, AND BEING UPON, OVER, THROUGH AND ACROSS A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO DETROIT EDISON COMPANY, AS DESCRIBED BY INSTRUMENT RECORDED IN LIBER 577, PAGE 583 OF THE OFFICE OF THE REGISTER OF DEEDS OF LIVINGSTON COUNTY, MICHIGAN, (REFERRED HEREINAFTER TO AS THE ABOVE REFERENCED TRACT OF LAND), SAID THIRTY (30) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING LOCATED 15 FEET SOUTHEASTERLY OF AND 15 FEET NORTHWESTERLY OF THE HEREIN DESCRIBED BASELINE, SAID BASELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a monument with a 2-inch aluminum cap found marking the southeast corner of the said section 36;

THENCE South $86^{\circ} 19' 13''$ West, along the south line of said section 36, a distance of 1327.94 feet to a one-inch iron pipe found marking the southwest corner of the above referenced tract of land;

THENCE North $04^{\circ} 45' 27''$ West, along the west line of the above referenced tract of land, a distance of 1774.07 feet to a point 25 feet southeasterly of, at right angles to, an existing Lakehead Pipeline Company pipeline and being the **POINT OF BEGINNING** of the herein described baseline;

THENCE North $52^{\circ} 35' 05''$ East, along a line 25 feet southeasterly of and parallel with the said existing pipeline, a distance of 415.63 feet to a point in the east line of the above

referenced tract of land and being the **POINT OF TERMINATION** of the herein described baseline, from which the southeast corner of the above referenced tract of land bears, South 04° 45'27"East, a distance of 2004.93 feet, said baseline having a total length of 415.63 feet or 25.19 rods, said Permanent Easement and Right of Way containing 0.29 acre, more or less.

TEMPORARY WORK SPACE

Being a fifty (50) feet wide strip of land, adjoined to and parallel with the southeasterly side of the above described thirty (30) feet wide Permanent Easement and Right of Way and a thirty (30) feet wide strip of land, adjoined to and parallel with the northwesterly side of the said Permanent Easement and Right of Way, extending or shortening, the side lines of the Temporary Work Spaces, at the beginning and termination of the said Permanent Easement and Right of Way lines, to intersect with the property lines of the above referenced tract of land and containing a total of 0.76 acre, more or less.

REVISED 04/20/2000
S:\3179\SURVEY\DESC\MICHIGAN\MI6536.WPD

EXHIBIT "B"

Attached to and made a part of that certain Pipeline Easement, Executed by Detroit Edison Company in favor of Vector Pipeline, L. P.
Dated: November 22, 2000

VECTOR PIPELINE
UEI JOB NO. 3179
TRACT NO. 03-13-117
LIVINGSTON COUNTY, MICHIGAN

**DESCRIPTION OF A THIRTY (30) FEET WIDE
PERMANENT EASEMENT AND RIGHT OF WAY**

DESCRIPTION OF A THIRTY (30) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY, LOCATED IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 5 EAST OF LIVINGSTON COUNTY, MICHIGAN, AND BEING UPON, OVER, THROUGH AND ACROSS A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE DETROIT EDISON COMPANY AS DESCRIBED BY INSTRUMENT RECORDED IN LIBER 552, PAGE 150 OF THE OFFICE OF THE REGISTER OF DEEDS OF LIVINGSTON COUNTY, MICHIGAN, (REFERRED HEREINAFTER TO AS THE ABOVE REFERENCED TRACT OF LAND), SAID THIRTY (30) FEET WIDE PERMANENT EASEMENT AND RIGHT OF WAY BEING LOCATED 15 FEET SOUTHEASTERLY OF AND 15 FEET NORTHWESTERLY OF THE HEREIN DESCRIBED BASELINE, SAID BASELINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found marking the southwest corner of said Section 9;

THENCE South 89° 05' 05" East, along the south line of said Section 9, a distance of 942.61 feet to the southwest corner of the above referenced tract of land;

THENCE northerly along the westerly line of the above referenced tract of land, the following bearings and distances:

North 08° 35' 09" West, a distance of 143.63 feet to a point;

North 22° 24' 51" East, a distance of 617.10 feet to a point;

THENCE North 00° 01' 41" East, along the said westerly line, a distance of 247.22 feet to a point being 25 feet southeasterly of, at right angles to an existing Lakehead Pipeline Company pipeline and the **POINT OF BEGINNING** of the herein described baseline;

THENCE North 52° 50' 25" East, along a line 25 feet southeasterly of and parallel with the said existing pipeline, a distance of 194.56 feet to a point in the east line of the above referenced tract of land and being the **POINT OF TERMINATION** of the herein described baseline, from which the northeast corner of the above referenced tract of land bears, North 00° 01' 41" East, a distance of 1594.79 feet, said baseline having a total length of 194.56 feet or 11.79 rods, said Permanent Easement and Right of Way containing a total of 0.13 acre, more or less.

TEMPORARY WORK SPACE

Being a fifty (50) feet wide strip of land, adjoined to and parallel with the southeasterly side of the above described thirty (30) feet wide Permanent Easement and Right of Way and a thirty (30) feet wide strip of land, adjoined to and parallel with the northwesterly side of the said Permanent Easement and Right of Way, extending or shortening, the side lines of the Temporary Work Spaces, at the beginning and termination of the said Permanent Easement and Right of Way lines, to intersect with the property lines of the above referenced tract of land and containing a total of 0.36 acre, more or less.

REVISED 04/20/00
S:\3179\SURVEY\DESC\MICHIGAN\MI5493.WPD