

266865

LIBER 20309 PAGE 174  
\$35.00 MISC RECORDING  
\$2.00 REMONUMENTATION  
07/23/1999 02:51:21 P.M. RECEIPT# 57432  
PAID RECORDED - OAKLAND COUNTY  
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

RECORDED R/W FILE NO. 62600

**EASEMENT FOR GENERAL PURPOSE ELECTRIC SUBSTATION  
AND ELECTRIC LINES**

THIS EASEMENT AGREEMENT is made on April 3, 1998, by GENERAL MOTORS CORPORATION, a Delaware corporation, with its principal address at 3044 West Grand Boulevard, Detroit, Michigan 48202, hereinafter referred to as Grantor, and THE DETROIT EDISON COMPANY, a Michigan corporation, with its principal address at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as Grantee,

**WITNESSETH:**

Grantor is the owner of several parcels of property ("Easement Area") located West of Hickory Ridge Road, Township of Milford, County of Oakland, and State of Michigan, as shown on the attached Exhibit "A", Sheets 1 through 9 of Survey prepared by Detroit Edison dated 8-25-97, PS No. 29252, and described as follows:

15  
MRP

**PRIZM STATION SITE**

Part of the Northeast 1/4 of Section 7, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan. Described as; Commencing at the East 1/4 Corner of said Section 7; thence North 00°20'16" East, 455.46 feet, along the East line of said Section 7; thence North 89°55'42" West, 638.00 feet to the POINT OF BEGINNING; thence North 00°04'18" East, 122.00 feet; thence North 89°55'42" West, 130.00 feet; thence South 00°04'18" West, 122.00 feet; thence South 89°55'42" East, 130.00 feet, to the point of beginning, containing 0.364 acres of land.

#

8416-07-206-001

**TOWER LINE EASEMENT**

A tower line easement on, over under and across a strip of land described as; being part of the Northeast 1/4 of Section

O.K. - KB

7 and the Southeast ¼ of Section 6, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan. Described as; Commencing at the East ¼ Corner of said Section 7; thence North 00°20'16" East, 455.46 feet, along the East line of said Section 7; thence North 89°55'42" West, 605.15 feet, to the POINT OF BEGINNING. thence North 89°55'42" West, 32.85 feet ; thence North 00°04'18" East, 122.00 feet; thence South 89°55'42" East, 18.52 feet; thence North 44°01'40" East, 625.61 feet; thence North 01°02'05" West, 705.20 feet; thence North 00°32'10" East, 3399.42 feet, to a point here after know as point "A"; thence North 46°25'51" East, 188.98 feet; thence North 85°06'09" East, 85.55 feet; thence South 00°57'17" West, 90.47 feet, to a point here after know as point "B"; thence South 85°06'09" West, 44.75 feet; thence South 46°25'51" West, 119.30 feet; thence South 00°32'10" West, 2372.16 feet; thence the following five courses along the Westerly Right of Way of Hickory Ridge Road, 176.01 feet along the arc of a curve to the left with a radius of 1969.86 feet and a central angle of 05°07'10" and having a chord bearing and distance of South 03°26'43" West, 175.95 feet; thence South 00°53'08" West, 1176.01 feet; thence 111.24 feet along the arc of a curve to the left with a radius of 5789.58 feet and a central angle of 01°06'03" and a chord bearing and distance of South 00°20'06" West, 111.22 feet; thence South 00°<sup>34</sup>12'55" East, 214.65 feet; thence 98.10 feet along the arc of a curve to the right with a radius of 894.93 feet and a central angle of 06°16'50" and a chord bearing and distance of South 02°55'29" West, 98.05 feet; thence South 44°01'40" West, 681.35 feet, to the point of beginning, containing 9.812 acres of land.

34  
00°  
34°

pt 16-07-200-001  
+ pt Hickory

Said easement is to construct, reconstruct, operate and maintain overhead and underground electric lines including towers, poles, wires, manholes, conduits, cables and equipment. Edison may trim or cut down any trees, bushes, or branches in the easement that Edison believes could interfere with the operation and maintenance of its facilities. No buildings, structures or flammable materials of any kind shall be placed or stored in the easement without Edison's prior written consent.

\* Pt 16-06-400-002  
- NE 1/4  
Ridge Rd -  
no Sidwell

RECORDED R/W FILE NO. 62600

LIBER 20309 PC 176

**TREE TRIM EASEMENT "A"**

A tree trim easement on, over and across a strip of land, being part of the Northeast 1/4 of Section 7 and the Southeast 1/4 of Section 6, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan. Described as; Commencing at the East 1/4 Corner of said Section 7; thence North 00°20'16" East, 455.46 feet, along the East line of said Section 7; thence North 89°55'42" West, 638.00 feet; thence North 00°04'18" East, 122.00 feet to the POINT OF BEGINNING; thence South 89°55'42" East, 18.52 feet; thence North 44°01'40" East, 625.61 feet; thence North 01°02'05" West, 705.20 feet; thence North 00°32'10" East, 3399.42 feet; thence North 46°25'51" East, 188.98 feet; thence North 85°06'09" East, 85.55 feet; thence North 00°57'17" East, 17.00 feet, to the East 1/4 Corner of said Section 6; thence North 89°44'43" West, 103.03 feet; thence South 46°25'51" West, 206.06 feet; thence South 00°32'10" West, 3412.54 feet; thence South 01°02'05" East, 693.16 feet; thence South 44°01'40" West, 608.72 feet; thence South 00°04'18" West, 24.02 feet, to the point of beginning, containing 3.439 acres of land.

*\* and the SW 1/4 of Sec 5*

62600

RECORDED R/W FILE NO.

*Pt 16-06-400-002*

*Pt 16-07-200-001  
+ Pt Hickory Ridge Rd -*

*NO Sidewalk*

Said easement is for the right to trim or cut down any trees, bushes, or branches that Edison believes could interfere with or grow to the point of interfering with the operation and maintenance of existing or future Edison facilities in the tower line easement.

**TREE TRIM EASEMENT "B"**

A tree trim easement on, over and across a strip of land, being part of the Northeast 1/4 of Section 7, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan. Described as; Commencing at the East 1/4 Corner of said Section 7; thence North 00°20'16" East, 455.46 feet, along the East line of said Section 7; thence North 89°55'42" West, 563.48 feet to the POINT OF BEGINNING; thence North 44°01'40" East, 611.65 feet; thence 50.63 feet along the arc of a curve to the left with a radius of 894.93 feet and a central angel of 03°14'30" and with a chord bearing and distance of North 07°41'10" East, 50.62 feet; thence South 44°01'40" West, 681.35 feet; thence South 89°55'42" East, 41.67 feet, to the point of beginning, containing 0.445 acres of land.

*Pt 16-07-200-001*

- 3 -

*+ Pt Hickory Ridge Rd -  
NO Sidewalk*

62600  
RECORDED R/W FILE NO.

Said easement is for the right to trim or cut down any trees, bushes, or branches that Edison believes could interfere with or grow to the point of interfering with the operation and maintenance of existing or future Edison facilities in the tower line easement.

**TREE TRIM EASEMENT "C"**

A tree trim easement on, over and across a strip of land, being part of the Southeast 1/4 of Section 6, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan. Described as; Commencing at said point "B"; thence South 85°06'09" West, 44.75 feet; thence South 46°25'51" West, 119.30 feet; thence South 00°32'10" West, 2372.16 feet; thence 22.15 feet along a curve to the right with a radius of 1969.86 feet and a central angel of 00°38'39" and a chord bearing and distance of North 06°19'39" West, 22.14 feet; thence North 06°38'57" East, 260.73 feet; thence North 00°32'10" East, 2078.18 feet; thence North 46°25'51" East, 96.07 feet; thence North 85°06'09" East, 31.14 feet; thence North 00°57'17" East, 30.16 feet, to the point of beginning, containing 1.632 acres of land

\* And Sw 1/4 sec 5

Pt 16-06-400-002

+ Pt. N. Hickory Ridge Pt. - No Sidwell

Said easement is for the right to trim or cut down any trees, bushes, or branches that Edison believes could interfere with or grow to the point of interfering with the operation and maintenance of existing or future Edison facilities in the tower line easement.

**CENTERLINE ANCHOR SLOT EASEMENT**

An anchor slot easement on, over, under, and across a 6 foot wide strip of land described by its centerline as; being part of the Southeast 1/4 of Section 6, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan. Described as; Commencing at said point "A"; thence North 46°25'51" East, 3.07 feet, to the POINT OF BEGINNING; thence North 62°59'59" West, 21.00 feet, to the point of ending.

Pt 16-06-400-002

**CENTERLINE POLE LINE EASEMENT**

A pole line easement on, over, under, and across a 12 foot wide strip of land described by its centerline as; being part of the Northeast  $\frac{1}{4}$  of Section 7, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan. Described as; Commencing at East  $\frac{1}{4}$  Corner of said Section 7; thence North  $00^{\circ}20'16''$  East, 455.46 feet, along the East line of said Section 7; thence North  $89^{\circ}55'42''$  West, 605.15 feet; thence North  $44^{\circ}01'40''$  East, 519.16 feet, to the POINT OF BEGINNING; thence South  $52^{\circ}11'18''$  East, 96.18 feet, to the point of ending.

*pt 16-07-200-001*

Said easement is to construct, reconstruct, operate and maintain overhead and underground electric lines including towers, poles, wires, manholes, conduits, cables and equipment. Edison may trim or cut down any trees, bushes, or branches in the easement that Edison believes could interfere with the operation and maintenance of its facilities. No buildings, structures or other encroachments shall be placed in the easement without Edison's prior written consent.

Also two 20 foot wide tree trimming easements, lying adjacent to and parallel with each side of the pole line easement, for the right to trim or cut down any trees, bushes, or branches that Edison believes could interfere with or grow to the point of interfering with the operation and maintenance of existing or future Edison facilities in the pole line easement.

**ROAD EASEMENT**

Part of the Northeast  $\frac{1}{4}$  of Section 7, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan. Described as; Commencing at the East  $\frac{1}{4}$  Corner of said Section 7; thence North  $00^{\circ}20'16''$  East, 455.46 feet, along the East line of said Section 7; thence North  $89^{\circ}55'42''$  West, 290.14 feet to the POINT OF BEGINNING; thence South  $21^{\circ}31'01''$  West, 85.23 feet; thence North  $33^{\circ}46'18''$  West, 48.69 feet; thence North  $69^{\circ}39'10''$  West, 187.99 feet; thence South  $57^{\circ}45'38''$  West, 45.88 feet; thence South  $89^{\circ}44'35''$  West, 74.47 feet; thence North  $00^{\circ}04'18''$  East, 89.58 feet; thence South  $89^{\circ}41'20''$  East, 79.47 feet; thence 96.16 feet along the arc of a curve to the right with a radius

62600

RECORDED IN FILE NO.

LIBER 20309 PG 179

of 250.00 feet and a central angle of 22°02'21" and a chord bearing and distance of South 78°40'10" East, 95.57 feet; thence South 67°38'59" East, 148.21 feet; thence North 79°39'53" East, 47.87 feet; thence South 21°31' 01" West, 26.16 feet, to the point of beginning, containing 0.580 acres of land.

*Pt 16-07-200-001  
+ Pt N. Hickory Ridge Rd -  
NO Sidewalk*

62600

RECORDED R/W FILE NO.

**CENTERLINE GENERAL TELEPHONE EASEMENT**

An underground easement on, over, under, and across a 10 foot wide strip of land described by its centerline as; being part of the Northeast ¼ of Section 7, Town 2 North, Range 7 East, Milford Township, Oakland County, Michigan. Described as; Commencing at the East ¼ Corner of said Section 7; thence North 00°20'16" East, 455.46 feet, along the East line of said Section 7; thence North 89°55'42" West, 290.14 feet, thence South 21°31'01" West, 51.68 feet, to the POINT OF BEGINNING; thence North 89°39'10" West, 230.60 feet; thence South 57°45'38" West, 46.92 feet; thence South 89°44'35" West, 73.01 feet, to the point of ending.

*Pt 16-07-200-001*

Grantee desires that an easement be granted over the Easement Area to construct, operate, maintain, repair, inspect, replace, improve, enlarge, and remove a general purpose electric substation and overhead electric transmission lines consisting of steel towers, steel pole structures, or any combination of same, with wires, cables, conduits, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices in, over and across the Easement Area; and

Grantor is agreeable to providing the easement to Grantee:

**THEREFORE**, for ONE DOLLAR (\$1.00) and other valuable consideration, the sufficiency and receipt of which is acknowledged, Grantor and Grantee agree as follows:

- (1) **GRANT:** Grantor grants to Grantee an easement for an electric substation and for towers, underground lines, or steel poles to be located in, over and across the Easement Area upon the terms set forth in this Easement Agreement.
- (2) **PERMITTED USE:** The Easement is granted solely for the purpose of constructing, operating, maintaining, repairing, inspecting, replacing, improving, enlarging and removing an electric substation and overhead electric transmission lines consisting of steel towers, steel pole structures, or any combination of same, with wires, cables, conduits, crossarms, braces, guys, anchors and transformers and other fixtures and appurtenances and electric control circuits and devices in, over, and across the Easement Area. It is understood and agreed that no additional overhead electrical transmission lines will be installed without the prior written approval of the Grantor herein. It is further agreed that an access route to the Prizm Substation parcel will be provided and maintained by the Grantor for Grantee's use at all times during the Easement and as more particularly shown on Exhibit "A" attached hereto and made a part hereof.
- (3) **REPAIR AND REPLACEMENTS:** The Grantee shall repair or replace all fences, gates, utility lines, driveways, parking areas, ditches, drains, and landscaping damaged or destroyed in the construction and installation of Grantee's general purpose electric substation and electric transmission lines during any inspection, repair, maintenance, or removal of same. It is agreed, however, that Grantee may, from time to time in order to maintain Grantee's facilities in a safe and reliable condition, trim, cut, remove, or otherwise control any trees, branches, roots, and brush in the Easement Area.
- (4) **EASEMENTS OR RESTRICTIONS:** The granting of this Easement is subject to any easements or restrictions of record or those matters which a personal inspection or an accurate survey of the property would reveal.

62600

RECORDED R/W FILE NO.

- (5) **SUPERVISION:** Grantee shall be responsible during the term of this Easement for the supervision of all work performed in connection with its access to and use of the Easement Area, and Grantee shall take all precautions, including but not limited to the posting of signs and the placing of barricades as are necessary in the interest of public safety and for the safety of any persons working on or traveling upon or in any way using the Easement Area or land adjacent thereto. Grantee shall also be responsible for and take all precautions for the protection of all persons and of real and personal property situated adjacent to or abutting the Easement Area.
- (6) **CONFORMITY WITH LAW:** All construction, operations, inspections, repairs, and maintenance conducted by Grantee on the Easement Area shall be in conformity with safe practices and shall at all times be in compliance with all local, State, and Federal laws, statutes, rules, and regulations pertaining thereto.
- (7) **INSURANCE:** Throughout the term of this Easement Agreement, Grantee and its contractors shall obtain and maintain, at Grantee's sole cost and expense, and keep in force for the benefit of Grantee, with Grantor named as additional insured, insurance policies providing the following coverages:
- (a) A comprehensive policy of general public liability insurance, protecting and indemnifying Grantor and Grantee against any and all liabilities and claims for damages to persons or property occasioned on or about any part of the Easement Area, and all other areas adjacent to the Easement Area, with such policy to be in the minimum amount of Two Million Dollars (\$2,000,000) combined single limit per occurrence, for personal injury and property damage;
  - (b) Worker's compensation insurance having such limits, and containing such terms and conditions as are required under applicable law;

62600

RECORDED R/W FILE NO.



- (c) Such other insurance, in such amounts and in such form as may reasonably be required by Grantor from time to time during the term of this Easement.

All insurance policies required to be procured and maintained hereunder shall (i) be issued by financially responsible insurance companies acceptable to Grantor; (ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Grantor may carry; (iii) with the exception of worker's compensation insurance, insure and name Grantor as additional insured as its respective interests may appear; and (iv) contain an express waiver of any right of subrogation by the insurance company against Grantor and its agents and employees. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Grantee (or its contractor[s]) arising under or out of this Easement Agreement. Grantee shall deliver to Grantor certificates of insurance evidencing all of the coverages required hereunder. Each insurance policy with the exception of worker's compensation insurance (and any renewal or extension thereof) required to be carried hereunder shall provide that, unless Grantor shall first have been given thirty (30) days prior written notice, (i) such insurance policy shall not be canceled and shall continue in full force and effect; (ii) the insurance carrier shall not, for any reason whatsoever, fail to renew such insurance policy; and (iii) no material changes may be made in such insurance policy (which changes shall also require Grantor's prior written approval).

Grantee shall not do or permit to be done any act or thing upon the Easement Area that will invalidate or be in conflict with any insurance policies covering the same. Grantee shall promptly comply with all insurance underwriters, rules, orders, regulations, or requirements relating to such insurance policies, and shall

RECORDED R/W FILE NO. 62600

LIBER 20309 PG 183

not do or permit anything to be done in or about the Easement Area which shall increase the rate of insurance on Grantor's Property.

- (8) **INDEMNIFICATION:** Except for claims arising out of Grantor's sole negligence, Grantee shall defend, indemnify, protect, and save harmless Grantor, its officers, directors, and employees from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and disbursements that (i) arise from or are in connection with the Easement granted hereunder for the Easement Area or any portion thereof; or (ii) arise from or are in connection with any act or omission of Grantee or Grantee's agents, employees, contractors, subcontractors, licensees, invitees, or others who are present as a specific result of this Easement Agreement for or on behalf of Grantee; or (iii) result from any default of this Easement Agreement or any provision hereof by Grantee; or (iv) result from injury to person or property or loss of life sustained in or about the Easement Area; or (v) result from the presence of Grantee's property or equipment on the Easement Area, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Easement Agreement.
- Grantee's obligations under this paragraph shall survive the expiration of this Easement Agreement.

- (9) **HAZARDOUS MATERIALS AND PROHIBITED USE:** Grantee hereby represents and warrants to Grantor that Grantee, its agents, employees, and contractors, shall not at any time store, handle, use, package, generate, place, or allow to remain on the Easement Area or Grantor's Property any hazardous substances, hazardous wastes, or toxic substances (hereinafter collectively referred to as "Hazardous Substances") as those terms are defined and regulated under CERCLA, 42 U.S.C. 9601 *et seq.*, RCRA, 42 U.S.C. 6901 *et seq.*, or TSCA, 15 U.S.C. 2601 *et seq.* Grantee covenants to comply with all environmental laws and regulations and to take such other actions as may be reasonably required to

62600

RECORDED R/W FILE NO.

protect against environmental liabilities. The terms and provisions of this paragraph shall survive the expiration of this Easement Agreement.

- (10) **WASTE OR NUISANCE:** Grantee shall not commit or suffer to be committed any waste or nuisance upon the Easement Area. Grantee shall take such action as may be reasonably necessary to prevent or terminate any such nuisance or waste arising out of Grantee's use of the Easement Area, including, without limitation, any nuisance created by employees, agents, or contractors of Grantee.
- (11) **PROTECTION FROM LIENS:** Grantee shall keep the Easement Area and the Grantor's Property and every part thereof free and clear of any and all liens and encumbrances for work performed by Grantee, or on Grantee's behalf, on the Easement Area.
- (12) **TAXES:** Grantee shall be responsible for and shall pay, prior to delinquency, any and all taxes, assessments, levies, fees, and other governmental charges levied or assessed against the Easement interest herein granted to Grantee or with respect to all personal property and equipment of Grantee located or to be located on the Easement Area.
- (13) **GOVERNING LAW:** This Easement Agreement shall be governed and construed in accordance with the laws of the state in which the property is located and shall not be modified, altered, or amended except in writing as agreed to by the parties hereto.
- (14) **NOTICES:** All notices or other communications provided for under this Easement Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by registered or certified mail, postage prepaid, return receipt requested; or (iii) one

62600

RECORDED N/W FILE NO.

(1) business day after being sent by overnight delivery service, all to the following addresses:

If to Grantor:

General Motors Corporation  
Worldwide Real Estate  
Mail Code 482-309-939  
485 West Milwaukee Avenue  
Detroit, Michigan 48202  
Attention: Director

If to Grantee:

The Detroit Edison Company  
Corporate Real Estate Services  
2000 Second Avenue - Room 2310 WCB  
Detroit, Michigan 48226  
Attention: Paul Potter

62600

RECORDED R/W FILE NO.

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same similarly given (such other or additional addresses or addressees being effective from and after the date of receipt of notice of the same by the other party).

- (15) **SUCCESSORS AND ASSIGNS:** This Easement runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.
- (16) **ACCESS SECURITY AND ELECTRICAL CLEARANCES:** Grantor must not build or maintain any structures near the Easement Area or allow any trees or other vegetation to grow near the Easement Area that Grantee believes could (a) be used by unauthorized persons to either enter the substation or compromise the access security of the substation in any way; or (b) violate the electric clearances required by the version of the National Electrical Safety Code that has been adopted by the Michigan Public Service Commission.

(17) **TITLE:** Grantee will retain title to all property that Grantee places on the Easement Area, and none of the property will be considered inseverably attached to the land regardless of whether it would be considered in law but for this paragraph.

(18) **ENVIRONMENTAL INDEMNITY:** Grantor will indemnify Grantee against all federal, state, and municipal environmental agency claims arising out of or in connection with the environmental condition of Grantor's Easement Area. However, this indemnity will not apply if the environmental condition giving rise to such claim is the result of Grantee's construction, reconstruction, repair, maintenance, operation, or removal of the substation and related equipment. This indemnity will survive the expiration of this Easement Agreement.

RECORDED R/W FILE NO. - 62600

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument this 27<sup>th</sup> day of January, 1998, and the Grantee has signed and sealed this instrument this 4<sup>th</sup> day of FEBRUARY, 1998.

In the presence of:  
Kelly M. Collins  
Kelly M. Collins  
Hans Stahl

RECEIVED  
RECORDING  
DEPARTMENT  
STATE OF MICHIGAN

GENERAL MOTORS CORPORATION

BY [Signature]  
John J. Dues, General Director  
Worldwide Real Estate  
Attn: John J. Dues

ATTEST [Signature]  
Bernice C. Heady  
Assistant Secretary

BY  
J.D. HERRINGTON, ATTORNEY  
FORM APPROVED

In the presence of:  
Xiangming (Ellen) He  
Thomas Wilson  
THOMAS WILSON

THE DETROIT EDISON COMPANY

BY [Signature]  
Director PAUL W. POTTER  
President

ATTEST [Signature]  
Secretary

APPROVED AS TO FORM 2/3/98 DATE  
LEGAL DEPARTMENT [Signature]

62600  
RECORDED R/W FILE NO.

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, A.D. 1998, by John J. Dues ~~and J.J. Dues~~ and Bernice C. Hardy, General Director and Asst. Secretary, respectively, of General Motors Corp., a Delaware corporation, on behalf of the Corporation.

Meri Monistakas Collins  
Notary Public, Wayne County, Michigan  
My Commission Expires: 02/27/03

MERI MONISTAKAS COLLINS  
Notary Public, Wayne County, MI  
My Commission Expires 02/27/2003

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, A.D. 1998, by Paul W. Potter and Director, ~~President and Secretary~~, respectively, of

THE DETROIT EDISON COMPANY, a Michigan corporation, on behalf of the Corporation.

62600



**THOMAS WILSON**  
Notary Public, Wayne County, Michigan

**THOMAS WILSON**  
Notary Public, Wayne County, MI  
My Commission Expires Oct. 11, 2002

My Commission Expires: \_\_\_\_\_

RECORDED R/W FILE NO.

WHEN RECORDED RETURN TO:  
The Detroit Edison Company  
2000 Second Avenue  
Detroit, MI 48226

THIS INSTRUMENT PREPARED BY:  
Roger D. Herrington  
Attorney at Law  
Mail Code 482-309-968  
485 West Milwaukee Avenue  
Detroit, MI 48202