

PATRICK J. RILEY
ATTORNEY-AT-LAW
500 WEST MICHIGAN AVENUE
JACKSON, MI 49201
(517)-787-4357

FAX: (517) 787-7948
e-mail: Rileylaw@tds.com

June 16, 2003

Michigan Electric Transmission Company
Attention: Executive Vice President and Chief Operating Officer
C/O NSI Consulting and Development, Inc.
26657 Woodward Ave., Suite 100
Huntington Woods, MI 48070

Subject: Second Amendment to Easement for Gas & Water Pipelines
File NO. Otsego # 45.002

Reference: Amended and Restated Easement Agreement (the "Agreement") dated April 29, 2002,
between Consumers Energy Company ("Consumers") and Michigan Electric Transmission
Company, now Michigan Electric Company, LLC (METC")

My client, PLC Pipeline Company, has initiated the process of seeking an easement from Consumers Energy Company on certain land in which METC has an interest under the Agreement. The location of said land is set forth on "Annex A", attached to this letter.

Pursuant to Section 7.1 of the Agreement between Consumers and METC (a copy of the provision was provided to me by Consumers), PLC Pipeline Company hereby notifies METC that it intends to construct

Parcel 1: One 4-inch diameter steel natural gas pipeline, one 4-inch diameter polyurethane water pipeline and one PVC natural gas pipeline that may be no larger than 12 inches in diameter.

Parcel 2: One 4- inch diameter polyurethane water pipeline and one 4- inch diameter steel natural gas pipeline that may be no larger than 12 inches in diameter on said land. A further description of the intended use is also set forth on Annex A to this letter.

Under Section 7.1 of the Agreement (a copy of which was furnished to me by Consumers), METC must within 30 days of this notice notify PLC Pipeline, as "Initiating User," of whether or not METC approves the proposed use as a Compatible Use. If you do not notify this office on behalf of PLC Pipeline Company either way within 30 days of this notice, then, as provided in said Section 7.1, METC will be deemed to have approved the proposed use as being a Compatible Use. On behalf of PLC Pipeline Company, I would appreciate receiving METC's express approval of the proposed use as being a Compatible Use as soon as possible so that my client, PLC Pipeline Company can start work without delay.

This letter is being sent to you in triplicate. If METC agrees that the proposed use is a Compatible Use, please indicate that by signing and returning a copy of this letter to me as soon as possible. As called for in Section 7.1 of the Agreement, please also send one signed copy of this letter to

Consumers, at : Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, Attention: Marcia Losert, EP&-471 and the last copy may be retained by METC for its records.

Very truly yours,



Patrick J. Riley
on behalf of PLC Pipeline Company

APPROVED:

MICHIGAN ELECTRIC TRANSMISSION COMPANY

By: _____

Date: _____

Annex A
Otsego County #45.002

LAND TO BE IMPACTED:

That certain strip of land in the Township of Bagley, County of Otsego, State of Michigan, described as follows:

Part of Section 17, T30N,R3W
See Attached Land Record Map

PROPOSED USE:

Parcel 1: One 4-inch diameter steel natural gas pipeline, one 4- inch diameter polyurethane water pipeline and one PVC natural gas pipeline that may be no larger than 12 inches in diameter.

Parcel 2: One 4- inch diameter polyurethane water pipeline and one 4- inch diameter steel natural gas pipeline

Said pipelines to be buried side by side and buried a minimum of 3 feet beneath the surface of the land and to run in a Northerly and Southerly direction.

See attached drawings - Job Number GSG5577-01G, Both indicated Sheet 1

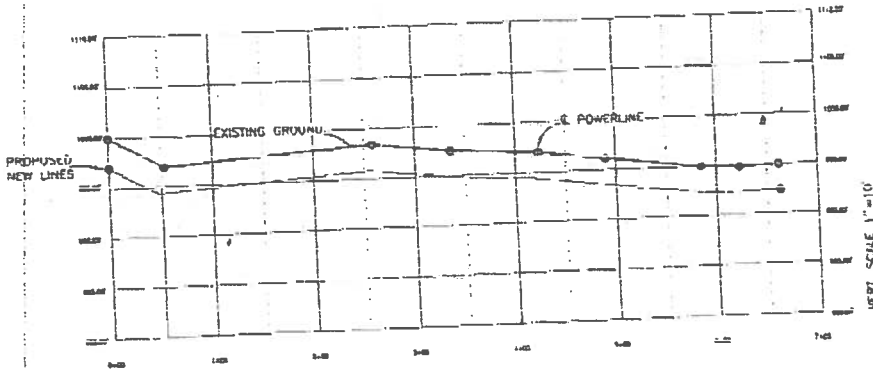
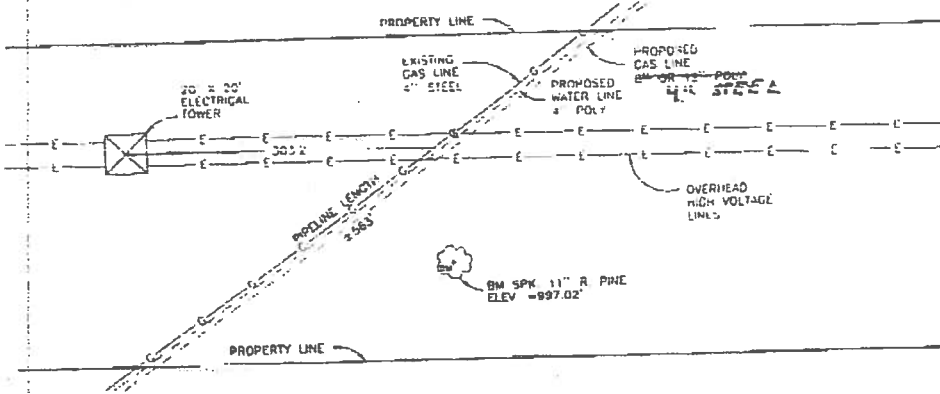
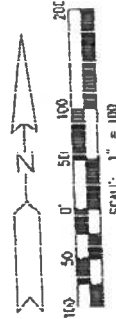
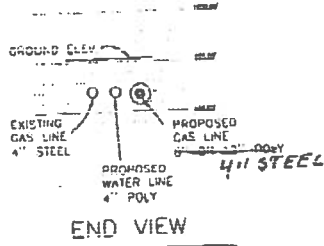
BAGLEY 30 PROJECT WEST PROFILE SOUTH 1/2 SECTION 17 T30N-R3W OTSEGO CO. MI.


NOTES

1. DIMENSIONS SHALL PROPERTY ARE SHOWN IN THE FIELD WITH LABLED (WOOD LINE) STAKES PLACED WITH CHAINING STAKES.
2. THE LOCATION OF PLUMBING DOLLS (MISCELLANEOUS) WILL BE DICTATED BY EXTRA-ORDINARY FIELD SURVEY.
3. ALL SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY AND STATE CODES.
4. LOCATION OF EXISTING GAS LINE IS APPROXIMATE ONLY AND SHOULD BE VERIFIED BY THE FIELD PRIOR TO ANY CONSTRUCTION.

CONSTRUCTION SPECIFICATIONS

1. ALL LINES SHALL BE 18" DEEP WITH 18" SAND FILL.
2. ALL LINES SHALL BE 18" DEEP WITH 18" SAND FILL.
3. ALL LINES SHALL BE 18" DEEP WITH 18" SAND FILL.



CLIENT	 Wade-Trim 271 West McCoy Road, P.O. Box 818 Gaylord, MI 49735 989.732.3584/800.968.4440 FAX: 989.732.6391 www.wadetrims.com	TITLE PROFILE ACROSS CONSUMERS ENERGY POWER LINES	SCALE	AS NOTED
DATE WEST PROFILE CSG577-01G				

O.I.L.
 BAGLEY 30 PROJECT
 EAST PROFILE
 SOUTH 1/2 SECTION 17
 T30N-R3W OTSEGO CO. MI.

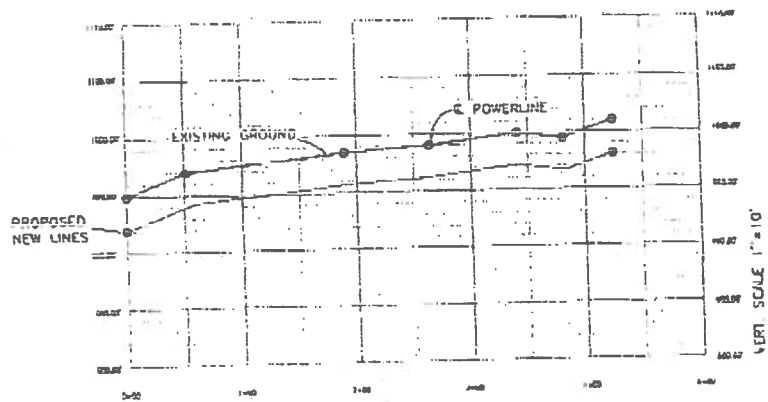
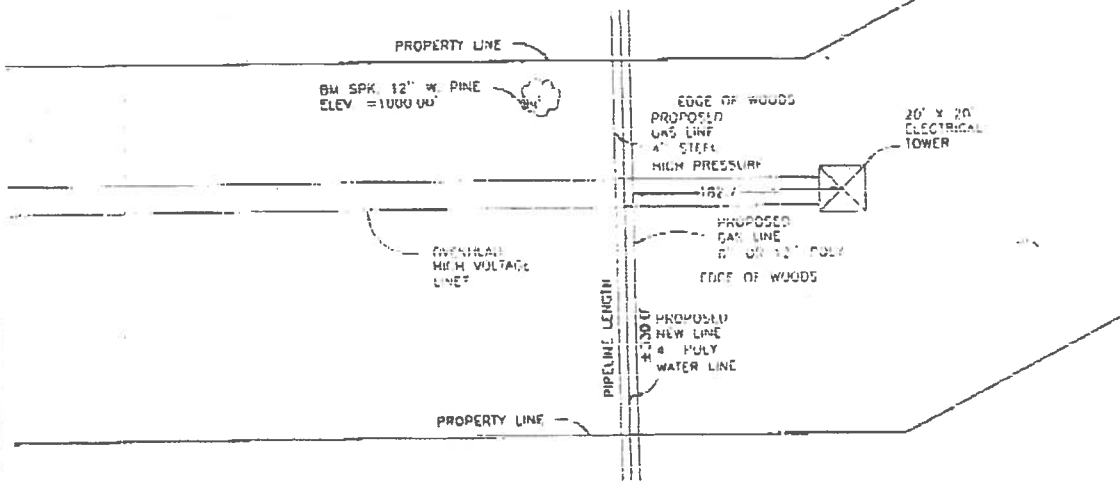
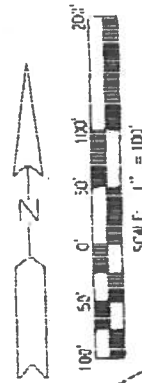
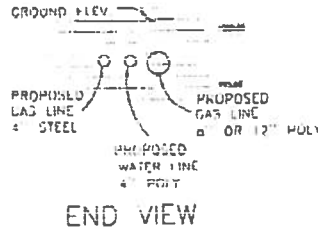
SEY4


NOTES

1. EXISTING AND PROPOSED LINES SHOWN IN THE FIELD WITH LABELED WOOD MARKERS SET WITH SPRAY PAINT.
2. THE PORTIONS OF EXISTING LINES WHICH WERE NOT LABELED WILL BE IDENTIFIED BY FIELD-STRONG, HIGH TENSILE STRENGTH POLYETHYLENE HIGH DENSITY PIPE.
3. ALL EXISTING LINES SHALL BE DELETED TO 10 OR MORE FEET DEPENDENT ON THE WAY AND NEIGHBORHOODS.

CONSTRUCTION SPECIFICATIONS

1. INSTALL DOUBLE ROW BAIT FENCE BOTH SIDES AS SHOWN
2. SOCIAL PIPE - OPERATIONAL DRILL
3. REPLACE LOOSE AND EARTH



REFERENCE PROJECT:	CLIENT	 <p>Wade-Trim 271 West McCoy Road, P.O. Box 616 Gaylord, MI 49734 989 732 3364 / 800.300.4440 Fax: 889 732 6391 www.wadetrim.com</p>	TITLE	SCALE	
	DATE		PROFILE ACROSS CONSUMERS ENERGY POWER LINES	AS NOTED	
	DRAWN BY			PROJECT	1
	CHECKED BY			FILE	FAST PROFILE
				JOB	GSG5577-01G

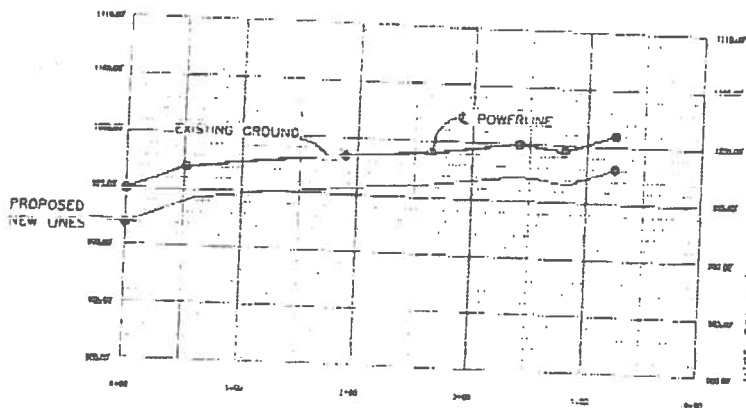
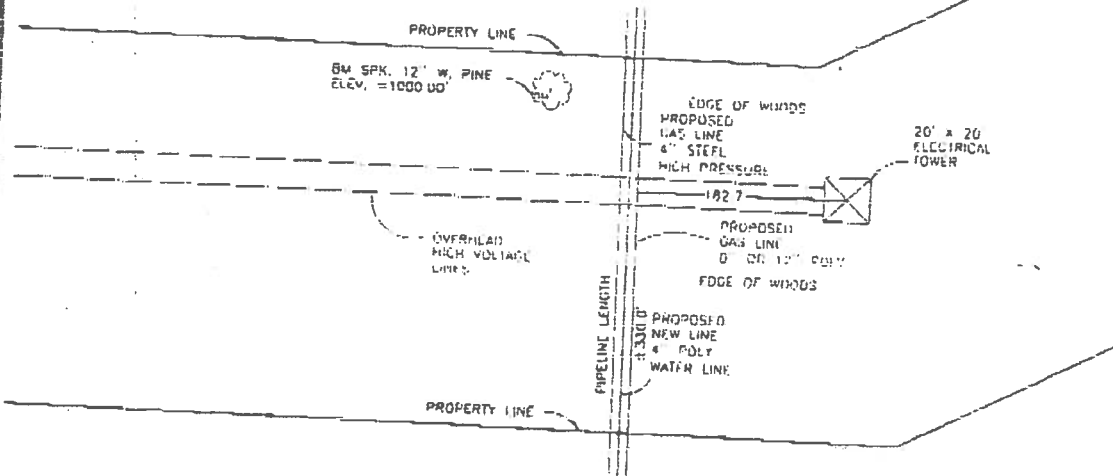
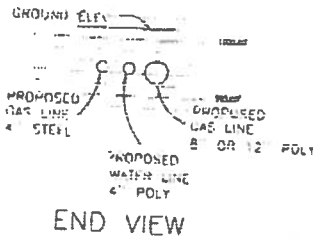
Parcel # 1 dated 3-03

O.I.L.
 BAGLEY 30 PROJECT
 EAST PROFILE
 SOUTH 1/2 SECTION 17
 T30N-R3W OTSEGO CO. MI.

SEY4

NOTES:

1. DIRECTIONAL DRILL EXPOSURE WELLS LOCATED IN THE FIELD WITH OVERHEAD WOOD LATH STAKES TOPPED WITH ORANGE FLAGGING.
 2. THE PORTIONS OF FLOWLINES DRILLED DIRECTIONALLY WILL BE CONSTRUCTED OF 5/8" STEEL OR 1 1/2" POLY.
 3. ALL BORINGS SHALL MAINTAIN A COVER OF 10' OR MORE OVER EXPOSURE POINTS AND NEARBY STRUCTURES.
- CONSTRUCTION METHODS:**
1. INSTALL DOUBLE ROW 2x1 PINE WITH TIES AS SHOWN.
 2. INSTALL PIPE - DIRECTIONAL DRILL.
 3. REPAIR EXISTING CONDUIT.



DATE	10/11/02	<p>Wade-Trim 271 West McCoy Road, P.O. Box 618 Gaylord MI 49734 989 732.3594/800.268.4440 FAX: 989 732.8191 www.wadeftrim.com</p>	SCALE	AS NOTED
BY	JCR		SHEET	1
CHECKED	JCR		TITLE	PROFILE ACROSS CONSUMERS ENERGY POWER LINES
APPROVED	JCR		PROJECT	OIL
			DATE PLOTTED	10/11/02
			DATE PRINTED	10/11/02
			EAST PROFILE GSG5577-01G	

Parcel # 1 dated 3-0-03

O.I.L.
BAGLEY 30 PROJECT
 WEST PROFILE
 SOUTH 1/2 SECTION 17
 T30N-R3W OTSEGO CO. MI.

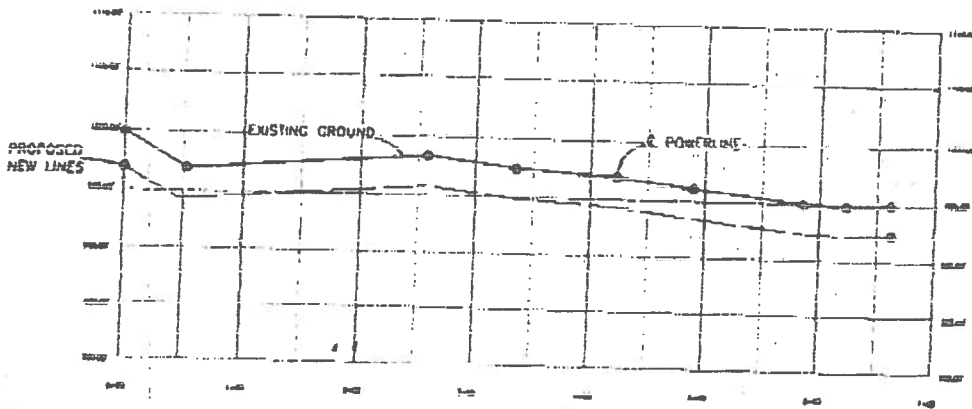
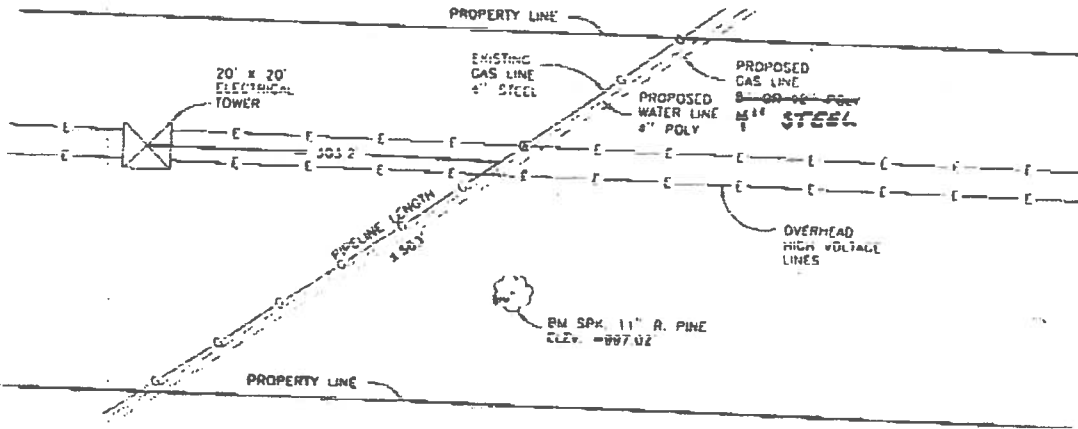
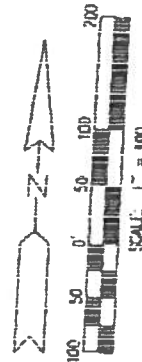
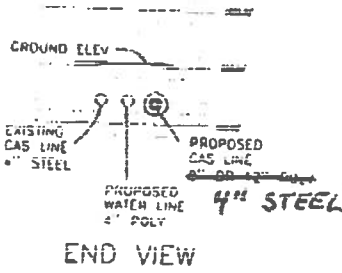
SWYH

NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FIELD SURVEY AND THE RECORD DRAWINGS.
2. THE PURPOSE OF THIS PROJECT IS TO INSTALL A 4" STEEL GAS LINE AND A 4" POLY WATER LINE FROM THE PROPERTY LINE TO THE EXISTING GAS AND WATER MAINS.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FIELD SURVEY AND THE RECORD DRAWINGS.
4. LOCATIONS OF EXISTING GAS AND WATER MAINS SHALL BE DETERMINED BY FIELD SURVEY AND SHALL BE PLACED BY THE FIELD SURVEY TO ANY OBSTRUCTIONS.

INSTALLATION METHOD

1. INSTALL DOUBLE END BOLT FLANGES WITH WELDS AS SHOWN.
2. INSTALL PIPE - EXISTENTIAL DATA.
3. REPAIR EXCAVATED EARTH.



<table border="1"> <tr><td>AS</td><td>SCALE</td></tr> <tr><td>AS</td><td>SCALE</td></tr> <tr><td>SM</td><td>SCALE</td></tr> <tr><td>AS</td><td>SCALE</td></tr> </table>	AS	SCALE	AS	SCALE	SM	SCALE	AS	SCALE	<p>O.I.L.</p>	<p>Wade-Trim 271 West McCoy Road, P.O. Box 618 Gaylord, MI 49735 800 733 3585 / 231 528 4440 FAX 231 732 6391 www.wadetrims.com</p>	<p>TITLE</p> <p>PROFILE ACROSS CONSUMERS ENERGY POWER LINES</p>	<p>SCALE</p> <p>AS NOTED</p> <p>SHEET</p> <p>1</p> <p>TITLE</p> <p>WEST PROFILE</p> <p>JOB</p> <p>NO.</p> <p>GSG5577-01G</p>
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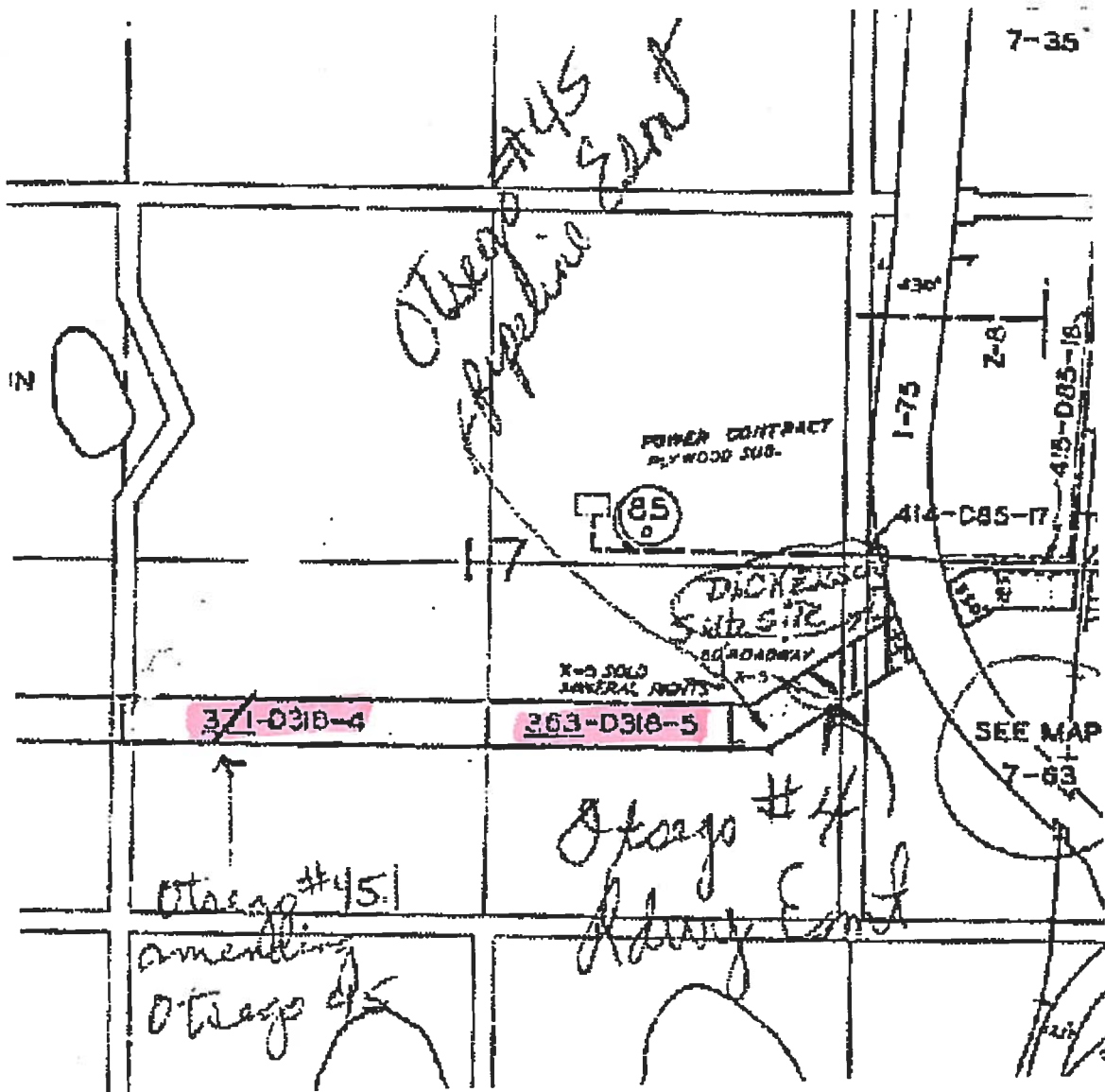
Parcel #2 dated 3-03

OTSEGO CO.

T.30N. R.3W. /

BAGLEY TWP.

MAP No. 7





NSI Consulting and
Development, Inc.

26657
Woodward
Suite 100

Huntington Woods
Michigan, 48070

Telephone (248) 399-0700
Facsimile (248) 399-6085
E-Mail Info@NSI-Consulting.com

June 26, 2003

Patrick J. Riley, Esquire
500 West Michigan Avenue
Jackson, MI 49201

RE: Easement for Gas and Water Pipelines – Section 17, T30N -- R3W, Ostego County,
MI.

PLC Pipeline Company.

Dear Mr. Riley:

On behalf of Michigan Electric Transmission Company, LLC (“METC”) and at the request of Mary Anne Marr of Consumers Energy Company (“CE”), please accept this letter as your authority to advise your client that it is not required to execute the document entitled “RESTRICTIONS ON COMPATIBLE USES FOR EASEMENTS, LICENSES OR LEASES” that accompanied the approval letter by METC of the above referenced Compatible Use request. If that document has already been executed by your client, please consider it rescinded by METC.

Very Truly Yours,

Philip W. Mann
Director, Property Management
Michigan Electric Transmission Company, LLC Account

c: Mary Anne Marr, Consumers Energy Company

TITLE DATA

CONSUMERS POWER COMPANY

Richard W. Holmes and wife, Betty S.
Warranty Deed
 DATE OF INSTRUMENT: 12/20/67
 DATE OF RECORD: 2/21/68
 RECORD NO: 120 IN 434
 LIB: 120 IN 434
 COUNTY: OTC
 TOWNSHIP: R 3 W
 RANGE: 30 S 4 E

TTTPADAWASSEER-LIVINGSTON
RECORDED IN DEEDS
 LIB: 120 IN 434
 COUNTY: OTC
 TOWNSHIP: R 3 W
 RANGE: 30 S 4 E

WARRANTY DEED
Between
RICHARD W. HOLMES and BETTY S. HOLMES, his wife,
 of 36 Oakridge Lane, West Hartford, Connecticut 06107,
 parties of the first part,
 and **CONSUMERS POWER COMPANY**, a corporation duly authorized to do business in Michigan and having its principal office therein at 212 West Michigan Avenue, Jackson, Michigan 49201,
 parties of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of ONE DOLLAR and Other Good and Valuable Consideration to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these present grant, sell, remise, release, alien and confirm unto the said party of the second part, its successors and assigns, forever, all that certain piece or parcel of land situate and being in the Township of Bagley, County of Oscego, Michigan,
 to-wit:
 Parcel 1
 A parcel of land in Lot 1 of **Summers & Holmes Subdivision**, being a subdivision in the SE 1/4 of Section 16, R3W, according to the recorded plat thereof, described as follows: Beginning at the Northeast corner of said lot; running thence S 01° 46' 50" E along the East line of said lot 88.89 feet to a point which is 285 feet distant 81Y of the East and West 1/4 line of said section as measured at right angles; thence N 61° 43' 50" W parallel with said East and West 1/4 line of said section 828.45 feet to the West line of said lot; thence N 03° 09' 10" E along said West line of said lot 87.87 feet to the North line of said lot; thence S 61° 43' 50" E along said North line of said lot 290.77 feet to the place of beginning.

Also conveying to said party of the second part, its successors and assigns, the right to cut, trim, remove, destroy or otherwise control all trees and brush standing on all that portion of a strip of land 40 feet in width which lies within Lots 1 and 2 of **Summers & Holmes Subdivision**, being a subdivision in the SE 1/4 of Section 16, R3W, according to the recorded plat thereof, along, adjoining, adjacent and meeting at right angles to the 81Y line of Parcel 1 above described, and also the right to re-enter upon said strip of land from time to time, to keep said strip of land clear of trees and brush.

Parcel 2
 A strip of land 330 feet in width across the N 1/2 of the SE 1/4 of Section 17, R3W, described as follows: To find the place of beginning of this description commence at the southeast corner of said section; run thence N 01° 21' 30" W along the East line of said section 1692.55 feet to the place of beginning of this description; thence containing N 01° 21' 30" W along the East line of said section 367.74 feet; to a point which is 528.72 feet distant 81Y of the E 1/4 line of said section as measured along the East line of said section; thence S 69° 27' 50" W, 860.12 feet; thence N 69° 34' 10" W, 1883.15 feet to the North and South 1/4 line of said section; thence S 01° 15' 10" E along the North and South 1/4 line of said section 330.2 feet to the South 1/8 line of said section; thence S 69° 34' 10" E along the South 1/8 line of said section 1926.66 feet to a point which is 700.34 feet distant 81Y from the East line of said section as measured along the South 1/8 line of said section; thence N 69° 27' 50" W, 790.05 feet to the place of beginning.

SEE NOTE #1 FOR SALE OF MINERALS AND ROOF OF W/V FOR INGRESS & EGRESS
SEE NOTE #2 FOR RELEASE OF R/W FOR HIGHWAY
SEE NOTE #3 FOR ROADWAY EASEMENT & QUICLAIM OF PRIOR ESMT RIGHTS.

STATE OF MICHIGAN
 COUNTY OF OSCEGO
 NOTARY PUBLIC

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	TRANSFERS	BALANCE
Formerly 1382-D145-1* MICHIGAN STATE MUNICIPALITY SUMMERS & HOLMES SUBDIVISION OSCEGO COUNTY SECTION 17 TOWNSHIP R 3 W TOWN RANGE PLAN OR AREA					
ACCOUNT NO. 110 8337 ACCOUNT NO. 110 8337					

MAILED AND CHECKED

Note #2 (Cont.)

Comm at the place of intersection of the SE 1/4 ln of sd above-desc strip of 1d 330 ft in width with the W ln of Dickerson Rd; run th N 89° 37' W, 207 ft to the pt of a curve to the right, sd curve having a radius of 271.061 ft, a chord length of 187.638 ft and a delta angle of 40° 30', th NW 1/4 alg the arc of sd curve 191.602 ft to a pt of tangent; th N 49° 07' W to a poe of sd ctr ln on the NW 1/4 ln of sd above-desc 1d.

FOR FURTHER CONDITIONS SEE ORIGINAL IN FILE.

NOTE #3: (By Sale No. Otsego Co. #4; 189-217-3) Consumers Power Company granted a roadway esmt and quitclaimed a prior esmt across the 1d on the caption of this tract as follows:

- 1. Consumers Power Company Roadway Esmt & Quitclaim of Prior Esmt 5-6-85 X-5
- 2. Richard W Holmes & vt

The esmt and r/v for rdwy purposes on, over and across that certain piece or pcl of 1d situate in the Twp of Bagley, Co of Otsego and State of Mich, known & desc as follows, to wit:

All that part of the hereinafter desc strip of 1d 80 ft in width running in a NW 1/4 & SE 1/4 direction on, over and across line following desc strip of 1d: A strip of 1d 340 ft in width across the NW 1/4 of the SE 1/4 of Sec 17, T30N, R3W, desc as follows: To find the POB of this desc comm at the SE cor of sd sec; run th N 01 deg 21' 30" W alg the E ln of sd sec 1682.55 ft to the POB of this desc; th cont N 01 deg 21' 30" W alg the E ln of sd sec 367.74 ft to a pt which is 582.72 ft distant S 1/4 of the E 1/4 part of sd sec as measured alg the E ln of sd sec; th S 62 deg 27' 20" W, 860.12 ft; th N 89 deg 34' 10" W, 1883.75 ft to the N & S 1/4 ln of sd sec; th S 01 deg 15' 10" E alg the N & S 1/4 ln of sd sec 330.2 ft to the S 1/8 ln of sd sec; th S 89 deg 34' 10" E alg the S 1/8 ln of sd sec 1956.26 ft to a pt which is 700.34 ft distant W 1/4 from the E ln of sd sec as measured alg the S 1/8 ln of sd sec; th N 62 deg 27' 20" E, 780.05 ft to the POB.

Sd strip of 1d 80 ft in width is desc as follows: Comm at a pt on the E ln of sd Sec 17, which 8d pt is S 01 deg 18' 44" E, 931.32 ft from the E 1/4 cor of sd sec; run th S 01 deg 18' 44" E, 80.04 ft alg the E ln of sd sec; th N 89 deg 30' 31" W, 209.26 ft; th 219.88 ft alg a curve to the right, sd curve having a radius of 311.06 ft and a long chord of 215.33 ft bearing N 69 deg 15' 31" W, th N 49 deg 00' 31" W, 135.25 ft; th N 62 deg 29' 34" E, 86 ft alg the NW 1/4 ln of sd above-desc 1d; th S 49 deg 00' 31" E, 103.73 ft; th 163.33 ft alg a curve to the left, sd curve having a radius of 231.06 ft and a long chord of 159.95 ft bearing S 69 deg 15' 31" E; th S 89 deg 30' 31" E, 206.74 ft to the POB.

FOR FURTHER CONDITIONS, SEE ORIGINAL IN FILE.

NOTE #4: (By Easement No. OTSEGO #45) CFCO granted easement across land as shown on the caption of this tract as follows:

- 1. Consumers Power Company Gas & Water Pipeline Esmt 4-15-96
- 2. FLO Pipeline Company

Forever, the easement and right to construct, maintain, inspect, remove, reconstruct, replace and repair one natural gas pipeline and one water pipeline, together with all valves, fittings, meters, protective apparatus, and all other equipment and appurtenances as may be convenient from time to time hereinafter collectively referred to as "pipeline or pipelines", on, over, under, along and across that certain piece or parcel of land situate in the Township of Bagley, County of Otsego and State of Michigan, known and described as follows:

PARCEL 1: A 20-foot-wide strip of land, 10 feet either side of a center line described as being in the Southeast 1/4 of Section 17, Township 30 North, Range 3 West, commencing at the East 1/4 corner of said Section 17; thence S 01°18'44" E 950.24 feet along the East line of said Section 17; thence S 82°30'21" W 780.62 feet to the South 1/8 line of said Section 17; thence N 89°30'22" W 248.51 feet along said 1/8 line to the point of beginning of this description; thence North 330.02 feet to the North side of Consumers Power Property and the point of ending.

PARCEL 2: A 20-foot-wide strip of land, 10 feet either side of a center line described as being in the Southwest 1/4 of said Section 17; commencing at the West 1/4 corner of said Section 17; thence S 00°43'10" E 982.59 feet along the West line of said Section 17; thence S 89°15'15" E

NOTE #4 cont.: the point of beginning of this description: thence S 00°43'10" E 330.22 feet to the 10.05 feet to the point of Consumers Power property and the point of ending.

TRACT 363-D318-5 1

The easement hereby conveyed is for the sole and only purpose of constructing, inspecting, repairing, replacing, removing, reconstructing, and maintaining under and across said land one steel natural gas pipeline to be a maximum of 4 inches in diameter and one polyurethane water pipeline to be a maximum of 8 inches in diameter. The pipelines shall run in a Northerly and Southerly direction under the above-described parcel of land. Furthermore, said pipelines shall be buried at a minimum of 3 feet beneath the surface of the land, as measured from the surface of the land to the top of the each pipeline.

FOR OTHER CONDITIONS, SEE ORIGINAL IN FILE.

KIND OF INSTRUMENT DATE OF INSTR DATE OF RECORD LINES PAGE

1958 120 PAGE 485

Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining: To Have and to hold the said premises, as herein described, unto the said party of the second part and to his heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors and administrators, do hereby covenant, grant, bargain and agree to and with the said party of the second part, his successors and assigns, that at the time of the delivery of these presents he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatsoever

and that he will, and his heirs, executors, and administrators shall warrant and defend the same against all lawful claims whatsoever. When applicable, pronoun and relative words shall be read as plural, feminine or neuter. In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

[Signature]
Richard W. Bolinas
Chadon, Michigan

[Signature]
Richard W. Bolinas
Betty S. Bolinas

STATE OF CONNECTICUT) ss.
County of Hartford)
before me, Henry White)
County, Connecticut)
Richard W. Bolinas and Betty S. Bolinas
County, personally appeared)
to me known to be the same person as described in and who executed the within instrument, who severally acknowledged the same to be, their free act and deed.
My commission expires 11/11/67

STATE OF MICHIGAN) ss.
County of Washtenaw)
before me, a Notary Public of Washtenaw)
County, Michigan, acting in Washtenaw)
County, personally appeared Richard W. Bolinas and Betty S. Bolinas)
to me known to be the same person described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.
My commission expires 11/11/67

My commission expires 11/11/67
Notary Public
County, Michigan

RETURN TO LAND & R/W DEPT.
CONSUMERS POWER CO.
212 MICHIGAN AVE. WEST
JACKSON, MICHIGAN

WARRANTY DEED

TO _____
REGISTER'S OFFICE.
County of _____
This instrument was presented and received for record this _____ day of _____ A.D. 19____ at _____ o'clock _____ of Deeds on page _____ as a proper certificate was furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 261, P. A. of 1931.
Register of Deeds.

PREPARED BY U. R. HOOD, CONSUMERS POWER CO.
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN

GEN. L. ENGINEERING AND REFERENCES
 Line Map No. 16947 Sheet 20 of
 Plan & Profile No. _____ Sheet _____ of
 Survey Map No. _____ Sheet _____ of

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Editions of Title _____
3. Title Search _____
4. Mortgage Release _____

NOTE #1

(By W.O. 8337: T70-49) Consumers Power Company conveyed mineral rights and ingress and egress rights across the following described land as follows:

1. Consumers Power Company
3-4-70
2. Richard W. Holmes & vr

QCD

Forever, all those certain interests in land situate in the Township of Bagley, County of Otsego and State of Michigan, known and described as follows:

All oil, gas and other minerals (not including sand, clay, or gravel) in and under the premises hereinafter described as Parcel 1 and Parcel 2, together with the right to remove the same by wells or shafts placed on adjoining lands; no wells or shafts are to be placed on the premises hereinafter described as Parcel 1 and Parcel 2.

Also conveying to second party, his heirs and assigns, the esmt and right to cross the premises hereinafter desc as Parcel 1 and Parcel 2 at such places and in such a manner as is mutually satisfactory to both parties so long as sd crossing shall not interfere with the use of sd premises hereinafter desc as Parcel 1 and Parcel 2 by first party, its successors and assigns.

Sd premises herein referred to as Parcel 1 and Parcel 2 are desc as follows:

PARCEL 1

SAHE AS CAFFIOW

PARCEL 2

SAHE AS CAFFIOW

NOTE #2

(By Sale No. 189,787-5; T73-266) Consumers Power Co granted a release of r/w for hogway purposes across the ld on the caption of this tract as follows:

1. Consumers Power Co
9-20-77
Release of R/W
for Roadway
2. R. W. Holmes

Forever, the esmt and r/w for roadway purposes on, over, alg and across that certain piece or pcl of ld situate in the Twp of Bagley, Co of Otsego and State of Mich., known and desc as follows, to wit:

A strip of ld 80 ft in width, run in a NW'y and SE'y direction across the following desc strip of ld: A strip of ld 330 ft in width across the N 1/2 of the SE 1/4 of Sec 17, T30N, R3W, desc as follows: To find the pob of this desc comm at the SE corner of sd sec; run th N 01° 21' 30" W alg the E ln of sd sec 1682.55 ft to the pob of this desc; th cont N 01° 21' 30" W alg the E ln of sd sec 367.74 ft to a pt which is 582.72 ft dist S'yly of the E 1/4 post of sd sec meas alg the E ln of sd sec; th S 62° 27' 20" W, 860.12 ft; th N 89° 34' 10" W, 1883.75 ft to the N and S 1/4 ln of sd sec; th S 01° 15' 10" E alg the N and S 1/4 ln of sd sec 330.2 ft to the S 1/8 ln of sd sec; th S 89° 34' 10" E alg the S 1/8 ln of sd sec 1956.26 ft to a pt which is 700.34 ft dist W'yly from the E ln of sd sec as meas alg the S 1/8 ln of sd sec; th N 62° 27' 20" E, 780.05 ft to the pob.

The ctr ln of sd roadway, 80 ft in width, is desc as follows:

(Cont.)

13 1967

TITLE DATA

U. S. Plywood-Champion Papers, Inc.

Warranty Deed 10/16/67 12/5/67 119 441

LIBER 119 PAGE 441

351

CONSUMERS POWER COMPANY

ACCOUNT NO.

110 0337

TRACT

MAP

371-B318-L

TITUBAMASSE-ITVINGSTON

THIS INSTRUMENT, Made this 16th day of October, 1967,

Between U.S. PLYWOOD-CHAMPION PAPERS, INC., a New York corporation, of 777 Third Avenue, New York, New York, successor by merger to Champion Papers, Inc., an Ohio corporation, and United States Plywood Corporation, a New York corporation, and Certificate of Merger being filed on February 28, 1967, with the New York Department of State, party of the first part,

and CONSUMERS POWER COMPANY, a corporation duly authorized to do business in Michigan, and having its principal office therein at 212 West Michigan Avenue, Jackson, Michigan 49201, party of the second part,

WITNESSETH: \$15,000.00

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, remise, release and forever QUIVIVIAM unto the said party of the second part, and to its successors and assigns forever, all those certain pieces or parcels of land situate in the Township of Bagley, County of Oscego and State of Michigan, known and described as follows:

The South 330 feet of the N 1/2 of the SW 1/4 of Section 17, T30N, R3W; the South 330 feet of the N 1/2 of the SE 1/4 of Section 18, T30N, R3W; and the South 330 feet of the NE 1/4 of the SW 1/4 of Section 18, T30N, R3W.

Excepting and reserving to first party, its assigns or assigns, the easement and right to cross said parcels of land so long as said crossings shall not interfere with the use of said land by second party, its successors or assigns. Such crossings may include an unlimited number of paved roads, pipelines, drainage ditches, power or telephone lines, or railroad crossings as long as proper clearance to second party's, its successors' or assigns' power lines, power poles and gas mains is maintained.

Also excepting and reserving to first party herein, its successors or assigns, all oil, gas and other minerals (but not including sand, clay or gravel) in and under said land, together with the right to remove the same by wells or shafts placed on the adjoining land. No wells or shafts are to be placed on the land herein conveyed.

Together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, TO HAVE AND TO HOLD the said premises unto the said party of the second part and to its successors and

SEE NOTE #1 FOR AMENDMENT OF ESWT RIGHTS.

Formerly 1390-D145-4

Table with columns: DATE, JOURNAL ENTRY, ITEMS OF COST, AMOUNT, TRANSFERS, BALANCE. The table is mostly empty with some faint markings.



NOTE: SPECIAL ENGINEERING MARK REFERENCES
 Otsego Co. 545.1) CECo granted an amendment of esmt rights across
 the north, east and south sides of this tract; as follows:
 Plan & Profile No. _____
 Survey Map No. _____

1. Shearwater Energy Company
11-18-96
2. PLC Pipeline Co.

Esmt - Amendment

- DOCUMENTS FILED WITH THE REGISTERED CLERK OF THE COUNTY OF OTSEGO, MICHIGAN:
1. Abstract _____ recorded 5-13-96 in Liber 0611 at Page 145, Otsego Co Records, "the easement";
 2. Opinions of Title _____
 3. Title Search _____
 4. Mortgage Release _____

Whereas Consumers has since discovered that PLC constructed a portion of its pipelines outside the esmt strip desc in the esmt; Now, therefore for good and valuable consideration, the receipt of which is hereby acknowledged, Consumers and PLC mutually agree that the esmt is hereby amended to substitute the following as the desc of Pcl #2 in place of the desc of Pcl #2 in the easement:

PARCEL #2: A 20 foot wide strip of 1d in the SW 1/4 of Sec 17; T30N; R3W, being 10 ft on either side of a cen ln desc as: Comm at the E 1/4 cor of sd Sec 17 and run th S 01° 18' 44" E 950.24 ft, alg the E ln of sd Sec 17; th S 62° 30' 21" W 780.62 ft; th N 89° 30' 22" W 1987.02 ft alg the S 1/8 ln of Sec 17; th continuing alg sd S 1/8 ln, N 89° 15' 15" W 1999.34 ft to the POB of the desc of the cen ln; th N 54° 51' 10" E 562.90 ft to the N ln of CPCo's property and the POE of this desc.

FOR OTHER CONDITIONS, SEE ORIGINAL IN FILE.

KIND OF INSTRUMENT DATE OF INSTR. DATE OF RECORD LIBER PAGE

LIBER 119 PAGE 442

assigns to the sole and only proper use, benefit and behoof of said party of the second part, its successors and assigns, forever.
IN WITNESS WHEREOF, said party of the first part has caused this instrument to be executed in its corporate name and by its duly authorized officers as of the day and year first above written.

Signed, Sealed and Delivered
In Presence of: U.S. FLYWOOD-CHEMPTON PAPERS, INC.

Loretta Lombardi
Loretta Lombardi

By *A. W. Reichmeyer*
A. W. Reichmeyer
Vice President

Barbara H. Viggiano
Barbara H. Viggiano

Attest:
Marvin H. Glusac
Marvin H. Glusac
Asst. Secretary



STATE OF New York
County of New York } SS

On this 16th day of October, 1961, before me, a Notary Public of New York County, New York, acting in New York County, New York, personally appeared A. W. Reichmeyer to me personally known, who being by me duly sworn, did say that he is Vice President of U.S. Flywood-Chempton Papers, Inc., the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said A. W. Reichmeyer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, _____ County of _____
My Commission expires _____

STATE OF MICHIGAN | REGISTERED | 3774
COUNTY OF OREGON | DEED | A. D. 1962 | OCT 16
Thomas J. H. S.
REGISTER OF DEEDS



PREPARED BY D. R. RHOOD, CONSUMERS POWER CO.,
212 W. MICHIGAN AVENUE, JACKSON, MICHIGAN
UNITED COUNTY (Incl. Mich. Notary Seal)
THE REGISTRAR'S OFFICE (Incl. Mich. Notary Seal)
I hereby certify that according to my records all taxes
due on this instrument, to wit: State and Federal Taxes
in the amount of dollars \$ _____ and cents _____
have been paid in full.
Pauline A. ... COUNTY TREASURER



Phill Mann

From: Mary Anne Marr [mamarr@cmsenergy.com]
Sent: Thursday, June 26, 2003 12:10 PM
To: pmann@nsi-consulting.com
Subject: Compatible Use Approval File No. Otsego 45.002

Phil,

One of the Compatible Use approvals that you recently sent out with the Indemnification Agreement was was PLC Pipelines and the Compatible Use Request was sent in by their attorney Patrick J. Riley.

If possible, would you send a letter to Mr. Riley rescinding the Indemnification Agreement and indicate that you approve the Compatible Use Request. This is one I'd like to catch early on.