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ALCONA COUNTY MICHIGAN
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ALCONA COUNTY MICHIGAN
MELISSA A. CORDES
10-07-2019 At 01:55 pm.
EASEMENT 30.00
OR Liber 554 Page 1058 - 1073

SUPPLEMENT NO. 17 TO AMENDED AND RESTATED EASEMENT AGREEMENT

THIS SUPPLEMENT NO. 17 TO AMENDED AND RESTATED EASEMENT AGREEMENT ("Supplement No. 17") is made this 30th day of September, 2019, between CONSUMERS ENERGY COMPANY (formerly known as Consumers Power Company), a Michigan corporation, (successor by merger to Consumers Power Company, a Maine corporation), One Energy Plaza, Jackson, Michigan 49201 ("Consumers") and MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company (successor by merger to Michigan Electric Transmission Company, a Michigan corporation), 27175 Energy Way, Novi, Michigan 48377 ("METC").

RECITALS:

- A. Consumers and METC entered into a certain Easement Agreement dated April 1, 2001 whereunder Consumers granted an "Easement" (as therein defined) to METC in respect to certain "Premises" in the State of Michigan for the use set forth therein and on and subject to all of the terms and conditions set forth therein.
- B. Consumers and METC agreed on certain revisions to the terms and conditions of said Easement Agreement, and for ease of reference, restated said Easement Agreement in its entirety, to include all of said agreed-upon revisions as well as all unchanged provisions, in a certain Amended and Restated Easement Agreement dated as of April 29, 2002 (the "Agreement").
- C. The "Premises" under the Agreement are therein defined as (a) the lands identified as "fee lands" in Part "I" of Exhibit A, attached to the Agreement, (b) the lands covered by the easements held by Consumers that are identified in Part "II" of Exhibit A, attached to the Agreement, and (c) the lands covered by the leases, permits and licenses held by Consumers that are identified in Part "III" of Exhibit A, attached to the Agreement; as said Parts I, II and III of Exhibit A were supplemented or modified in a certain Supplement No. 1 dated April 29, 2002, in a certain Supplement No. 2 dated April 29, 2002, in a certain Supplement No. 3 dated March 3, 2003, in a certain Supplement No. 4 dated October 2, 2006, in a certain Supplement No. 5 dated August 3, 2007, in a certain Supplement No. 6 dated June 18, 2008, in a certain Supplement No. 7 dated September 18, 2008, in a certain Supplement No. 8 dated December 4, 2008, in a certain Supplement No. 9 dated February 22, 2010, in a certain Supplement No. 10 dated March 25, 2010, in a certain Supplement No. 11 dated October 12, 2011, in a certain Supplement No. 12 dated July 20, 2012, in a certain Supplement No. 13 dated August 21, 2012, in a certain Supplement No. 14 dated September 23, 2013, in a certain Supplement No. 15 dated January 13, 2014 and in a certain Supplement No. 16, dated January 31, 2017 heretofore entered into by Consumers and METC. The parties now desire to further supplement and modify said Exhibit A to the Agreement as set forth herein below.

- D. References, in regard to historical matters, to "METC" in the foregoing recitals will be deemed to mean METC's predecessor, Michigan Electric Transmission Company, a Michigan corporation, where relevant.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, Consumers and METC agree as follows:

1. Exhibit A to the Agreement, as heretofore supplemented and/or modified, is hereby further supplemented and modified as set forth in "Seventeenth Supplemental Exhibit A", attached hereto.

It is expressly understood that any lands, easements, or leases/permits/licenses that are indicated in said attached Seventeen Supplemental Exhibit A as being added are, on and subject to the terms and conditions of the Agreement (as supplemented and amended by this Supplement No. 17), hereby deemed added to Part I, Part II and Part III, respectively, of Exhibit A to the Agreement. However, it is further expressly understood that in addition to all rights granted to METC by the Agreement, METC shall have the following rights as to the lands identified as "Consumers Energy Equipment / Joint Asset Area Easement" on the accompanying SEVENTEETH Supplemental Exhibit A sheets, inclusive of Parts I, II and III, which rights are also subject to the terms of the Parties' Amended and Restated Transmission Interconnection Agreement (the "DTIA"): (a) the right to maintain any and all existing components of the Transmission System, as defined in the DTIA, and wiring or conduit connections for the same that currently exist over, on or under these lands; and (b) the right to connect its currently sited or future approved wiring or conduits for communications, station power, or control, operating at 600 volts or less, and any Jointly Owned Assets, as defined in the DTIA, over, on or under these lands.

It is also expressly understood that, with respect to any lands, easements, or leases/permits/licenses now covered by Part I, Part II or Part III of Exhibit A that are indicated in said attached Seventeenth Supplemental Exhibit A as being deleted, the Easement is hereby deemed RELEASED with respect thereto and the Agreement shall hereafter no longer apply thereto (provided, however, that all rights and obligations under the Agreement with respect to periods prior to the date of this Supplement No. 17 shall remain unaffected).

2. It is expressly understood and agreed that in respect to the additional Premises represented by the land(s), easement(s), lease(s), permit(s) and/or license(s) that are added to Part I, Part II and Part III of Exhibit A to the Agreement pursuant to this Supplement No. 17 (the "Additional Premises"):

- (a) All references to "Commencement Date" that are found in Article 1 ("Grant of Easement"), Article 2 ("Term"), Article 5 ("Additions/Alterations"), Article 6 ("Consumers' Reserved Rights to Use the Premises and Transmission Facilities"), Article 7 ("METC Approval of Compatible Uses"), Article 8 ("Certain Obligations of Consumers and Authorized Users; Etc.") and Article 14 ("Environmental Matters") of the Agreement shall be deemed to mean the date of this Supplement No. 17 and not the date that is identified in the Agreement as the "Commencement Date".

- (b) Except as expressly otherwise indicated in the immediately following sentence, all references to "Restated Agreement Date" that are found in Article 1 ("Grant of Easement"), Article 6 ("Consumers' Reserved Rights to Use the Premises and Transmission Facilities"), and Article 12 ("Compliance With Applicable Laws") of the Agreement shall also be deemed to mean the date of this Supplement No. 17 and not the date that is identified in the Agreement as the "Restated Agreement Date". Notwithstanding the foregoing:
- (i) the preceding sentence does not apply to the purely historical statement in clause "(c)" of Section 1.2 of the Agreement that Trans-Elect, Inc. is "an affiliate of the entity which has become METC's parent company as of the Restated Agreement Date"; and
 - (ii) the parenthetical in the first sentence of the first paragraph of Section 7.1 of the Agreement reading "(see below regarding a certain period prior to the Restated Agreement Date)", along with the fourth paragraph of said Section 7.1 reading "Consumers shall submit to METC within twenty (20) days of the Restated Agreement Date a list of all material Compatible Uses other than additions or modifications to Distribution Facilities that have been authorized between February 1, 2001 and the Restated Agreement Date for METC's approval per the METC Compatible Use approval process described in this Section 7.1.", both referred to a one-time historical matter and have no application to the Additional Premises or any other further effect or application whatsoever.
3. In addition to the original Transmission Facilities and Additions/Alterations thereto as referred to in Recital "A" of the Agreement, it is understood that such electric Transmission towers, pole structures, poles, crossarms, wires, cables, conduits, guys, anchors, transformers, insulators and/or other fixtures and equipment as may be owned by METC and located on the Additional Premises as of the date of this Supplement No. 17, and future Additions/Alterations made thereto on and subject to the terms and conditions of the Agreement, are included in the "Transmission Facilities" under the Agreement.

Note: This Supplement No. 17 will not be recorded in all counties in which the Agreement itself, or Supplements Nos. 1 through 16, may have been recorded. This Supplement No. 17 (as were each of Supplements Nos. 1 through 16), will be recorded only in the county(ies) in which relevant Premises are located; being, in the case of this Supplement No. 17, only the following:

Alcona County
Allegan County
Antrim County
Arenac County
Barry County
Bay County
Calhoun County
Clinton County
Eaton County
Genesee County
Ingham County
Iosco County
Isabella County
Jackson County
Kalamazoo County
Kent County
Lake County
Livingston County
Mason County
Mecosta County
Midland County
Monroe County
Montcalm County
Muskegon County
Oakland County
Otsego County
Ottawa County
Presque Isle
Roscommon County
Saginaw County
Shiawassee County
Washtenaw County
Wexford County

The fact that this Supplement No. 17 will be recorded only in the particular county(ies) identified above will in no way restrict, limit or otherwise affect the interpretation, application or enforcement of the Agreement; and the terms and conditions of the Agreement shall at all times be read, interpreted and applied in the manner provided for in Section 24.6 of the Agreement.

IN WITNESS WHEREOF, Consumers and METC have executed this Supplement No. 17 as of the date first above written.

CONSUMERS ENERGY COMPANY, a Michigan corporation

By: Kelly M. Hall
Kelly M. Hall
Vice President - Deputy General Counsel

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before this 25TH day of September 2019, by Kelly M. Hall, Vice President - Deputy General Counsel of CONSUMERS ENERGY COMPANY, a Michigan corporation, on behalf of the corporation.

KELLY A McELDOWNEY
Notary Public, State of Michigan
County of Jackson
My Commission Expires Jan. 18, 2025
Acting in the County of Jackson

Kelly A. McEldowney
Kelly A. McEldowney

Notary Public, Jackson County, Michigan
Acting in Jackson County, Michigan
My Commission Expires: January 18, 2025

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation, its manager

By: Jon E. Jipping
Jon E. Jipping
Executive Vice President and Chief Operating Officer

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before this 30th day of September, 2019, by Jon E. Jipping, Executive Vice President and Chief Operating Officer of ITC Holdings Corporation, a Michigan corporation, as manager of MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company, on behalf of the limited liability company.

CONSTANCE M. SCOTT
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 10, 2021
ACTING IN COUNTY OF Oakland

Constance M. Scott
Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 9/10, 2021

Exempt from transfer taxes per MCL §§ 207.505(f) and 207.526(f).

Prepared by: Tracy L. VanWoert
Consumers Energy Company
EP7-447
One Energy Plaza
Jackson, Michigan 49201

Return to: Tracy L. VanWoert
Consumers Energy Company
EP7-447
One Energy Plaza
Jackson, MI 49201

THE ATTACHED COPY OF THE SEVENTEENTH SUPPLEMENTAL EXHIBIT A THAT WAS PREPARED FOR RECORDATION IN ALCONA COUNTY, MICHIGAN, AND CONTAINS THE PORTIONS OF EACH OF PARTS I, II, AND III OF SEVENTEENTH SUPPLEMENT EXHIBIT A THAT RELATE TO PREMISES IN THAT COUNTY ONLY. SEE SECTION 24.6 OF THE AGREEMENT.

SEVENTEENTH SUPPLEMENTAL EXHIBIT A

I. Fee Lands:

See sheet(s) labeled "SEVENTEENTH Supplemental Exhibit A-Part I", attached hereto and made a part hereof. Said attached sheet(s) labeled SEVENTEENTH Supplemental Exhibit A-Part I consist of the following:

5 Pages for Alcona County
13 Pages for Allegan County
5 Pages for Antrim County
4 Pages for Arenac County
4 Pages for Barry County
13 Pages for Bay County
12 Pages for Calhoun County
5 Pages for Clinton County
6 Pages for Eaton County
13 Pages for Genesee County
8 Pages for Ingham County
8 Pages for Iosco County
4 Pages for Isabella County
12 Pages for Jackson County
14 Pages for Kalamazoo County
17 Pages for Kent County
4 Pages for Lake County
4 Pages for Livingston County
5 Pages for Mason County
4 Pages for Mecosta County
8 Pages for Midland County
4 Pages for Monroe County
4 Pages for Montcalm County
5 Pages for Oakland County
4 Pages for Otsego County
4 Pages for Ottawa County
5 Pages for Roscommon County
13 Pages for Saginaw County
4 Pages for Shiawassee County
4 Pages for Washtenaw County
5 Pages for Wexford County

II. Easements:

See sheet(s) labeled "SEVENTEENTH Supplemental Exhibit A-Part II", attached hereto and made a part hereof. Said attached sheet(s) labeled SEVENTEENTH Supplemental Exhibit A-Part II consist of the following:

- 1 Page for Calhoun County
- 1 Page for Genesee County
- 4 Pages for Kent County
- 6 Pages for Presque Isle County

III. Leases, Permits and Licenses:

See sheet(s) labeled "SEVENTEENTH Supplemental Exhibit A-Part III", attached hereto and made a part hereof. Said attached sheet(s) labeled Seventeenth Supplemental Exhibit A-Part III consist of the following:

- 1 Page for Bay County
- 1 Page for Jackson County
- 1 Page for Kalamazoo County
- 1 Page for Muskegon County

Nothing in this SEVENTEENTH Supplemental Exhibit A shall be deemed to affect, limit or waive any of the provisions of Sections 1.2 ("Title Limitations") and 1.3 ("No Warranties") of the Agreement.

SUPPLEMENTAL 17 EXHIBIT A - PART I
ALCONA COUNTY

ADD THE FOLLOWING LAND DESCRIPTIONS:

- A. Spruce Road Substation, 1-G615-7
 (Reference: CE Equipment/Joint Asset Area)

A parcel of land in the Southwest 1/4 of Section 8, Town 28 North, Range 8 East, Caledonia Township, Alcona County, Michigan, more particularly described as follows: To find the Point of Beginning commence at the Southwest corner of said Section 8; thence South 90°00'00" East, along the South line of said Section 8, 1,269.93 feet, to the centerline of an existing access drive, thence along the centerline of said access drive centerline the following four (4) courses: North 00°49'12" East, 337.61 feet; thence Northwesterly, 110.86 feet, along the arc of a 84.60 foot radius curve to the left, the central angle of which is 75°04'49", and the long chord of which bears North 36°43'12" West, 103.10 feet; thence North 74°15'37" West, 75.40 feet; thence North 00°00'00" East, 33.83 feet, to a point that is 5.00 feet South of and exterior of an existing substation fence and the Point of Beginning of this description: thence continuing 5.00 feet exterior of and parallel with said fence the following five (5) courses: South 89°44'18" West, 79.94 feet; thence North 00°03'20" West, 125.76 feet; thence North 89°53'49" East, 179.48 feet; thence South 00°20'05" East, 125.27 feet; thence South 89°44'18" West, 100.15 feet, to the Point of Beginning of this description. Excepting therefrom a parcel of land in the Southwest 1/4 of Section 8, Town 28 North, Range 8 East, Caledonia Township, Alcona County, Michigan, more particularly described as follows: To find the Point of Beginning commence at the Southwest corner of said Section 8; thence South 90°00'00" East, along the South line of said Section 8, 1,269.93 feet, to the centerline of an existing access drive, thence along the centerline of said access drive centerline the following four (4) courses: North 00°49'12" East, 337.61 feet; thence Northwesterly, 110.86 feet, along the arc of a 84.60 foot radius curve to the left, the central angle of which is 75°04'49", and the long chord of which bears North 36°43'12" West, 103.10 feet; thence North 74°15'37" West, 75.40 feet; thence North 00°00'00" East, 33.83 feet, to a point that is 5.00 feet South of and exterior of an existing substation fence; thence continuing North 00°00'00" East, 18.74 feet to the Point of Beginning of this description: thence South 89°31'57" West, 61.50 feet; thence North 00°28'03" West, 87.75 feet; thence North 89°31'57" East, 71.50 feet; thence South 00°28'03" East, 87.75 feet; thence South 89°31'57" West, 10.00 feet to the Point of Beginning of this description. Said parcel contains 0.38 Acres more or less. EXCEPTING THEREFROM those parts of said parcel that may lie within either of the two following described strips of land:

- (i) Spruce Road Substation, 1-G615-7
 (Reference: Transmission line 103E)

"Exception Strip No. 1": A strip of land 72 feet in width being 36 feet on each side of the centerline of an existing electric transmission line located in the Southwest 1/4 of Section 8, Town 28 North, Range 8 East, Caledonia Township, Alcona County, Michigan, the centerline of said strip being more particularly described as follows: To find the Point of Beginning, commence at the Southwest

corner of said Section; thence South 90°00'00" East, along the South line of said Section, 1243.00 feet; thence North 02°09'30" East, 330.00 feet along the West line of property as surveyed in Consumers Energy Drawing No. SF-17458 Sheet 1 Revision A; thence South 90°00'00" West, 184.72 feet along the South line of the property surveyed per the aforesaid drawing to the Point of Beginning of this centerline description; thence along said centerline the following two courses: North 07°35'17" East, 35.52 feet; North 06°53'38" East, 173.31 feet to the centerline of an existing substation rack and the Point of Ending of this centerline description. The sidelines of said 72 foot wide strip of land are to be extended or shortened to meet at angle points, said sidelines to begin at the South line of the property surveyed per the aforesaid drawing and terminate at the extension of said centerline of an existing substation rack.

- (ii) Spruce Road Substation, 1-G615-7
(Reference: Transmission line 103F)

"Exception Strip No. 2": A strip of land 72 feet in width being 36 feet on each side of the centerline of an existing electric transmission line located in the Southwest 1/4 of Section 8, Town 28 North, Range 8 East, Caledonia Township, Alcona County, Michigan, the centerline of said strip being more particularly described as follows: To find the Point of Beginning, commence at the Southwest corner of said Section; thence South 90°00'00" East, along the South line of said Section, 1243.00 feet; thence North 02°09'30" East, 330.00 feet along the West line of property as surveyed in Consumers Energy Drawing No. SF-17458 Sheet 1 Revision A; thence South 90°00'00" West, 264.00 feet, along the South line of the property surveyed per the aforesaid drawing; thence North 02°09'30" East, 330.00 feet, along the West line of the property surveyed per the aforesaid drawing; thence North 90°00'00" East, 95.34 feet, along the North line of the property surveyed per the aforesaid drawing to the Point of Beginning of this centerline description; thence along said centerline the following two courses: South 12°13'28" West, 5.38 feet; South 00°54'35" West, 117.25 feet to the centerline of an existing substation rack and the Point of Ending of this centerline description. The sidelines of said 72 foot wide strip of land are to be extended or shortened to meet at angle points, said sidelines to begin at the North line of the property surveyed per the aforesaid drawing and terminate at the extension of said centerline of an existing substation rack.

NOTE: Unless Consumers expressly approves otherwise in writing, it is expressly understood that the only Transmission Facilities with which METC may occupy the land described above in this Item "A" are "Jointly Owned Assets" to the extent of METC's undivided interest therein as may exist on said land from time to time pursuant to (and as defined in) the Amendment and Restatement of the April 1, 2001 Distribution- Transmission Interconnection Agreement between Consumers and METC dated April 29, 2002 {the "DTIA"}, as same may be amended from time to time. Unless Consumers expressly approves otherwise in writing, METC may not occupy said land described above in this Item "A" with any other Transmission facilities whatsoever.

METC may also use, for ingress to and egress from METC's Transmission Facilities located on the land described in Item "C", below, such areas of the land described above in this Item "A" as may from time to time be unoccupied and reasonably usable for purposes of such ingress and egress.

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The foregoing are the only uses whatsoever that METC may make of the land described above in this Item "A".

It is further expressly understood that Consumers may hereafter construct or install substation equipment, line connections and other electric Distribution facilities {in addition to any that may now already be existing)in, on, over and/or across the land described above in this Item "A", and that same, when constructed or installed, will be considered a "Compatible Use" under the Agreement without any further action (including that no notice or approval under Article 7 of the Agreement shall be necessary).

B. Spruce Road Substation, 1-G615-7
(Reference: Ingress/Egress)

A strip of land 20 feet in width in the Southwest 1/4 of Section 8, Town 28 North, Range 8 East, Caledonia Township, Alcona County, Michigan, lying 10.00 feet on each side of the following described centerline:

- (i) "Access Strip": To find the Point of Beginning commence at the Southwest corner of said Section 8; thence South 90°00'00" East, along the South line of said Section, 1,269.93 feet, to the centerline of an existing access drive, and to the Point of Beginning of said twenty (20) foot wide easement centerline description; thence along the centerline of said twenty (20) foot wide easement centerline the following four (4) courses: North 00°49'12" East, 337.61 feet; thence Northwesterly, 110.86 feet, along the arc of a 84.60 foot radius curve to the left, the central angle of which is 75°04'49", and the long chord of which bears North 36°43'12" West, 103.10 feet; thence North 74°15'37" West, 75.40 feet; thence North 00°00'00" East, 33.83 feet, to a point that is 5.00 feet South of and exterior of an existing substation fence, and to the Point of Ending of said twenty (20) foot wide easement centerline description. The sidelines of said twenty (20) foot wide easement centerline are to be extended or shortened to meet at angle points beginning on the South line of said Section 8, and ending on a line having a bearing of North 89°44'18" East.

NOTE: METC may use, for ingress to and egress from METC's Transmission Facilities located on the land described in Item "C", below, the strip of land described above in this Item "B".

Unless Consumers expressly approves otherwise in writing, it is expressly understood that the only Transmission Facilities with which METC may occupy the strip of land described above in this Item "B" are such substation access driveway and similar improvements constituting "Jointly Owned Assets", to the extent of METC's undivided interest

therein, as may exist on said strips of land from time to time pursuant to {and as defined in) the DTIA, as same may be amended from time to time. Unless Consumers expressly approves otherwise in writing, METC may not occupy said strip of land described above in this Item "B" with any other Transmission Facilities whatsoever.

The foregoing are the only uses whatsoever that METC may make of the strip of land described above in this Item "B".

It is further expressly understood that Consumers may hereafter construct or install an electric Distribution line or lines (in addition to any that may now already be existing) over and/or across the strip of land described above in this Item "B", and that same, when constructed or installed, will be considered a "Compatible Use" under the Agreement without any further action (including that no notice or approval under Article 7 of the Agreement shall be necessary).

C. Spruce Road Substation, 1-G615-7
(Reference: METC Equipment Area)

A parcel of land in the Southwest 1/4 of Section 8, Town 28 North, Range 8 East, Caledonia Township, Alcona County, Michigan, more particularly described as follows: To find the Point of Beginning commence at the Southwest corner of said Section 8; thence South 90°00'00" East, along the South line of said Section 8, 1,269.93 feet, to the centerline of an existing access drive, thence along the centerline of said access drive centerline the following four (4) courses: North 00°49'12" East, 337.61 feet; thence Northwesterly, 110.86 feet, along the arc of a 84.60 foot radius curve to the left, the central angle of which is 75°04'49", and the long chord of which bears North 36°43'12" West, 103.10 feet; thence North 74°15'37" West, 75.40 feet; thence North 00°00'00" East, 33.83 feet, to a point that is 5.00 feet South of and exterior of an existing substation fence; thence continuing North 00°00'00" East, 18.74 feet to the Point of Beginning of this description: thence South 89°31'57" West, 61.50 feet; thence North 00°28'03" West, 87.75 feet; thence North 89°31'57" East, 71.50 feet; thence South 00°28'03" East, 87.75 feet; thence South 89°31'57" West, 10.00 feet; to the Point of Beginning of this description. Said parcel contains 0.14 Acres more or less. EXCEPTING THEREFROM any part thereof that may lie within "Exception Strip No. 1" and "Exception Strip No. 2" as described in Item "A" above.

D. It is understood that both "Exception Strip No. 1" and "Exception Strip No. 2" which are described in Item "A" above as exceptions to the parcel description first set forth in said Item "A" (to the extent that they lie within said first described parcel), are themselves already "Premises" covered by the Agreement, said strips being described on Page 1 and Page 2 of the Alcona County portion of Exhibit A - Part I to the Agreement (being Page A00000005 and A00000006 in the overall page numbering of said Exhibit A-Part I to the Agreement). In respect to each of said two strips of land, there is, on the aforesaid page of Exhibit A-Part I to the Agreement, a note which, after first indicating that a portion of the applicable strip lies within Consumers fenced "Spruce Road Substation" premises, states that:

"With respect to that portion of the above-described strip of land that is within said substation fence (as now or hereafter

existing), it is expressly understood, any other provision of this Agreement notwithstanding, that unless otherwise expressly approved in writing by Consumers, METC shall make no entry thereon and shall have no right to authorize others to enter thereon; and METC shall make separate arrangements and agreements with Consumers regarding the performance of any work on the portion of METC's Transmission Facilities located therein."

Consumers hereby releases the restriction of the foregoing-quoted language in respect to the portion of each of said "Exception Strip No. 1" and "Exception Strip No. 2" that lies within the fenced premises of the "Spruce Road Substation" as now or hereafter existing.

SEVENTEENTH SUPPLEMENTAL EXHIBIT A - PART II
ALCONA COUNTY

<u>File Ref.</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Date of Inst.</u>	<u>Liber/Page</u> <u>Doc Series</u>	<u>Town/Range/Section</u> <u>Plat</u>
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NONE

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SEVENTEENTH SUPPLEMENTAL EXHIBIT A - PART III
ALCONA COUNTY

<u>CE Ref.</u>	<u>License/Lessor</u>	<u>Licensee/Lessee</u>	<u>Date of Instrument</u>	<u>Title of Instrument</u>	<u>Town/Range Section</u>
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NONE

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