

December 5, 2008

Kim Savage, Attorney  
METC, an ITC Company  
27175 Energy Way  
Novi, MI 48377

RE: Supplement #8 to the Amended and Restated  
Easement Agreement

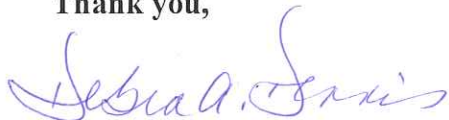
Kim:

Enclosed, please find a copy of the fully executed Supplement #8, which covers the line relocation at the **Karn Substation**, along with the missing Line 50 in Fraser Twp., Bay County. I am sending the other original for recording in Bay County.

Thank you for your assistance in getting this completed.

If you have any questions, please contact me.

Thank you,



Debra A. Dennis, EP7-465  
General Technical Analyst 1  
Consumers Energy  
One Energy Plaza  
Jackson, MI 49201  
517-788-5827  
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SUPPLEMENT NO. 8 TO AMENDED AND RESTATED EASEMENT AGREEMENT

THIS SUPPLEMENT NO. 8 TO AMENDED AND RESTATED EASEMENT AGREEMENT ("Supplement No. 8") is made this 4th day of December, 2008, 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, and in a certain Supplement No. 7 dated September 18, 2008, 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 hereinbelow.
- 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 "Eighth Supplemental Exhibit A", attached hereto.

It is expressly understood that any lands, easements, or leases/permits/licenses that are indicated in said attached Eighth 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. 8), hereby deemed added to Part I, Part II and Part III, respectively, of Exhibit A to the Agreement.

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 Eighth 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. 8 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. 8 (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. 8 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. 8 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. 8, 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. 8 will not be recorded in all counties in which the Agreement itself, or Supplements Nos. 1, 2, 3, 4, 5, 6 or 7, may have been recorded. This Supplement No. 8 (as were Supplements Nos. 1, 2, 3, 4, 5, 6 and 7), will be recorded only in the county(ies) in which relevant Premises are located; being, in the case of this Supplement No. 8, only the following:

Bay County

The fact that this Supplement No. 8 will be recorded only in the particular county 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. 8 as of the date first above written.

CONSUMERS ENERGY COMPANY <sup>APVD. AS TO FORM</sup>

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC

By [Signature]  
Richard J. Ford  
Vice President of Energy Delivery

By [Signature]  
Daniel J. Oginsky  
Secretary

Acknowledged before me in Jackson County, Michigan, on December 4, 2008 by Richard J. Ford, Vice President of Energy Delivery of CONSUMERS ENERGY COMPANY, a Michigan corporation, for the corporation.

[Signature]  
Debra Ann Dennis

Notary Public, Oakland County, Michigan  
Acting in Jackson County, Michigan  
My Commission Expires: June 15, 2012

Acknowledged before me in Oakland County, Michigan, on November 21,  
2008 by Daniel J. Givinsky, Secretary of  
MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability  
company, for the company.

Kimberly L. Savage  
\_\_\_\_\_  
Kimberly L. Savage

Notary Public, Ingham County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: July 25, 2012

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

Prepared by D. E. Barth  
Consumers Energy Company  
One Energy Plaza  
Jackson, Michigan 49201

**EIGHTH SUPPLEMENTAL EXHIBIT A**

**I. Fee Lands:**

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

2 pages for Bay County

**II. Easements:**

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

3 pages for Bay County

**III. Leases, Permits and Licenses:**

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

1 page for Bay County

Nothing in this **Eighth 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.

**EIGHTH SUPPLEMENTAL EXHIBIT A - PART I  
BAY COUNTY**

**DELETE THE FOLLOWING LAND DESCRIPTION FOUND ON PAGE 27 OF THE BAY COUNTY PORTION OF EXHIBIT A-PART I TO THE AGREEMENT (SAID PAGE ALSO BEING DESIGNATED AS PAGE A00000169 IN THE OVERALL PAGE NUMBERING OF SAID EXHIBIT A TO THE AGREEMENT):**

**1-A11-2, Line 5M** 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 part of Section 2, Town 14 North, Range 5 East, Hampton Township, Bay County, Michigan, the centerline of said strip being more particularly described as follows: To find the Point of Beginning, commence at the Southeast Corner of said Section 2; thence North 89°16'07" West, 597.59 feet; thence North 00°43'53" East, 3158.87 feet to a point on the westerly line of the Karn Parcel described above, and the Point of Beginning of this centerline description thence along an existing electrical transmission line, the following five courses: North 89°20'38" West, 199.27 feet; South 66°32'39" West, 596.56 feet; South 26°17'37" West, 749.40 feet; South 73°38'17" West, 556.54 feet; South 74°00'41" West, 1080 feet more or less, to the centerline of the Saginaw River 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 on the westerly line of the Karn Parcel described above, at, and to terminate at the centerline of the Saginaw River.

**ADD THE FOLLOWING LAND DESCRIPTION (IN PLACE OF THE JUST ABOVE-DELETED ONE):**

**1-A11-2, Line 5M** A strip of land of varying width (as more specifically set forth hereinbelow) located in Section 2, Town 14 North, Range 5 East, Hampton Township, Bay County, Michigan, the centerline of said strip of land being more particularly described as follows: To find the point of beginning of this centerline description, commence at the Southeast corner of said Section 2; thence N 89°16'23" W, along the South line of said section, 597.72 feet (previously recorded as N 89°16'07" W 597.59 feet); thence N 00°43'53" E 3149.15 feet (previously recorded as 3158.87 feet) to a point on the West line of the parcel of land described under the heading "2-A7-1,3-A7-2,1-A11-2,8-A7-2,4-A7-3, Karn Parcel", on Page 26 of the Bay County portion of Exhibit A-Part I to the Agreement (being Page A00000168 in the overall page numbering of said Exhibit A to the Agreement), said point also being described as being 5 feet Westerly of the Westerly fence line of a now-existing electric substation, and said point being the POINT OF BEGINNING of this centerline description; and running thence, from said Point of Beginning:

- N 86°13'17" W 199.63 feet (previously recorded as N 89°20'38" W 199.27 feet), the width of the herein described strip of land along this portion of the centerline being 72 feet (36 feet on each side of said centerline); thence
- S 87°10'07" W 1043.93 feet, the width of the herein described strip of along this portion of the centerline being 90 feet (45 feet on each side of said centerline); thence
- S 18°08'16" W 628.82 feet, the width of the herein described strip of land along this portion of the centerline being 90 feet (45 feet on each side of said centerline); thence
- S 32°38'28" E 367.92 feet, the width of the herein described strip of land along this portion of the centerline being 90 feet (45 feet on each side of said centerline); thence

- S 73°57'15" W 389.36 feet, the width of the herein described strip of land along this portion of the centerline being 72 feet (36 feet on each side of said centerline); thence
- S 74°00'41" W 1080 feet, more or less, to the centerline of the Saginaw River and the POINT OF ENDING of this centerline description, the width of the herein described strip of land along this portion of the centerline being 72 feet (36 feet on each side of said centerline).

The sidelines of said strip of land are to be extended or shortened to meet at angle points, said sidelines to begin on the West line of the hereinabove-referred to "Karn Parcel" (said West line of said "Karn Parcel" also being described as being a line 5 feet West of and parallel to the Westerly fence line of a now-existing electric substation), and to terminate at the centerline of the Saginaw River.



EIGHTH SUPPLEMENTAL EXHIBIT A - PART II  
BAY COUNTY

ADD THE FOLLOWING EASEMENTS:

<u>File Ref.</u>	<u>Date of Inst.</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Sect.</u>	<u>Town-Range</u>	<u>Township/Plat City/Village</u>	<u>Liber/Pg.</u>
401-D5-8	3/22/1960	Raoul Zuchuat, et al	Consumers Power Company	33	T16N/R4E	Twp.: Fraser	L497/P577
402-D5-9	3/24/1960	Francis E. Jackett & wife, Catherine M.	Consumers Power Company	33	T16N/R4E	Twp.: Fraser	L497/P578
403-D5-5	3/9/1960	Tony Zalucha, et al	Consumers Power Company	28	T16N/R4E	Twp.: Fraser	L497/P576
404-D5-6	3/9/1960	Tony Zalucha, et al	Consumers Power Company	28	T16N/R4E	Twp.: Fraser	L497/P532
405-D5-7	3/21/1960	Alex Provo Sr. & wife, Maida	Consumers Power Company	28	T16N/R4E	Twp.: Fraser	L497/P575
406-D5-3	3/18/1960	Lawrence F. Pomaville & wife, Delia M.	Consumers Power Company	21	T16N/R4E	Twp.: Fraser	L497/P574
407-D5-4	3/9/1960	Clifford Shue & wife, Leahbelle	Consumers Power Company	21	T16N/R4E	Twp.: Fraser	L497/P572
408-D5-4	3/8/1960	John D. Kavanagh & wife, Katherine A.	Consumers Power Company	16	T16N/R4E	Twp.: Fraser	L497/P573
409-D5-5	3/10/1960	Rufus Clauss, et al	Consumers Power Company	16	T16N/R4E	Twp.: Fraser	L497/P545
410-D5-6	3/21/1960	Alex J. Provo Jr. & wife, Barbara	Consumers Power Company	16	T16N/R4E	Twp.: Fraser	L497/P571

<u>File Ref.</u>	<u>Date of Inst.</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Sect.</u>	<u>Town-Range</u>	<u>Township/Plat City/Village</u>	<u>Liber/Pg.</u>
411-D5-7	3/25/1960	Harry Kranen & wife, Bella	Consumers Power Company	16	T16N/R4E	Twp.: Fraser	L497/P570
EXCEPT as partially released in instrument dated 11/3/1970 running from Consumers Power Company to Harry Kranen and Bella Kranen, his wife.							
412-D5-21	3/28/1960	Mary Dubay Skiba, <u>et al</u>	Consumers Power Company	15	T16N/R4E	Twp.: Fraser	L497/P557
413-D5-13	3/28/1960	Mary Dubay Skiba	Consumers Power Company	10	T16N/R4E	Twp.: Fraser	L497/P567
414-D5-14	4/19/1960	Walter Richie & wife, Bernetta	Consumers Power Company	10	T16N/R4E	Twp.: Fraser	L497/P568
415-D5-15	3/17/1960	John Marut & wife, Antionette	Consumers Power Company	10	T16N/R4E	Twp.: Fraser	L497/P569
416-D5-16	3/23/1960	Fred L. Ancel & wife, Olive E.	Consumers Power Company	10	T16N/R4E	Twp.: Fraser	L497/P563
417-D5-17	3/22/1960	Juaquin Romero & wife, Mary	Consumers Power Company	10	T16N/R4E	Twp.: Fraser	L497/P564
418-D5-10	3/13/1960	Ray H. Shurlow <u>et al</u>	Consumers Power Company	3	T16N/R4E	Twp.: Fraser	L497/P538
419-D5-11	3/21/1960	John Lipka & wife, Angeline	Consumers Power Company	3	T16N/R4E	Twp.: Fraser	L497/P565
420-D5-12	9/29/1960	Bernard Klowski & wife, Ann	Consumers Power Company	3	T16N/R4E	Twp.: Fraser	L500/P629
421-D5-13	3/16/1960	Fred Ayers, Sr. & wife, Helen	Consumers Power Company	3	T16N/R4E	Twp.: Fraser	L497/P566

<u>File Ref.</u>	<u>Date of Inst.</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Sect.</u>	<u>Town-Range</u>	<u>Township/Plat City/Village</u>	<u>Liber/Pg.</u>
422-D5-14	3/16/1960	Roy V. Ballor, et al	Consumers Power Company	3	T16N/R4E	Twp.: Fraser	L497/P555
423-D5-15	3/30/1960	Gerald C. Morse & wife, Alice A.	Consumers Power Company	3	T16N/R4E	Twp.: Fraser	L497/P553
424-D5-16	3/21/1960	John Zboch	Consumers Power Company	3	T16N/R4E	Twp.: Fraser	L497/P561
425-D5-17	3/23/1960	Archie Nolet, et al	Consumers Power Company	3	T16N/R4E	Twp.: Fraser	L497/P551
426-D5-22	3/21/1960	Joseph E. Drako	Consumers Power Company	2	T16N/R4E	Twp.: Fraser	L497/P562
427-D5-23	1/6/1960	Elmer J. Koth & wife, Ruby E.	Consumers Power Company	2	T16N/R4E	Twp.: Fraser	L497/P559
428-D5-24	12/17/1959	Roy Campau & wife, Anna	Consumers Power Company	2	T16N/R4E	Twp.: Fraser	L497/P560

EIGHTH SUPPLEMENTAL EXHIBIT A - PART III  
BAY COUNTY

<u>CE File No.</u>	<u>Licensor/ Lessor/Grantor</u>	<u>Licensee/ Lessee/Grantee</u>	<u>Date of Instrument</u>	<u>Title of Instrument</u>	<u>General Location</u>
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NONE