

SUPPLEMENT NO. 6 TO AMENDED AND RESTATED EASEMENT AGREEMENT

THIS SUPPLEMENT NO. 6 TO AMENDED AND RESTATED EASEMENT AGREEMENT ("Supplement No. 6") is made this 18th day of June, 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), 39500 Orchard Hill Place, Suite 200, Novi, Michigan 48375 ("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 to Amended and Restated Easement Agreement" dated April 29, 2002, in a certain "Supplement No. 2 to Amended and Restated Easement Agreement" dated April 29, 2002, in a certain "Supplement No. 3 to Amended and Restated Easement Agreement" dated March 3, 2003, in a certain "Supplement No. 4 to Amended and Restated Easement Agreement" dated October 2, 2006, and in a certain "Supplement No. 5 to Amended and Restated Easement Agreement" dated August 3, 2007, 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 "Sixth Supplemental Exhibit A", attached hereto.

It is expressly understood that any lands, easements, or leases/permits/licenses that are indicated in said attached Sixth 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. 6), 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 Sixth 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. 6 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. 6 (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. 6 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. 6 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 Alterations/Additions 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, substations, switching stations 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. 6, and future Additions/Alternations made thereto on and subject to the terms and conditions of the Agreement, are included in the "Transmission Facilities" under the Agreement.
4. Consumers and METC shall execute multiple originals of this Supplement No. 6 in conformity with legal requirements for recording in the State of Michigan, and the same shall be promptly placed of record at METC's expense in all counties in which lands, easements or leases/permits/licenses identified on Sixth Supplemental Exhibit A, attached hereto, are located; said counties being as follows:

Gladwin County
Kent County

The "original" of this Supplement No. 6 that is executed for recordation in any particular such county may, for ease of recordation, contain a version of Sixth Supplemental Exhibit A that covers only those of said lands, easements, and leases/permits/licenses as are located in that particular county. All such "originals" that are executed by the parties containing a Sixth Supplemental Exhibit A so covering only those of said lands, easements, and leases/permits/licenses as are located in particular counties shall be in addition to a "master" original of this Supplement No. 6 executed by the parties that contains a Sixth Supplemental Exhibit A covering all of said lands, easements, and leases/permits/licenses. The execution and/or recordation of any such version of this Supplement No. 6 containing a Sixth Supplemental Exhibit A covering only those of said lands, easements, and leases/permits/licenses as are located in a particular county shall 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.

Note: This Supplement No. 6 will not necessarily be recorded in all counties in which the Agreement itself, or Supplement No. 1, Supplement No. 2, Supplement No. 3, Supplement No. 4 or Supplement No. 5, may have been recorded. This Supplement No. 6, as was Supplement No. 1, Supplement No. 2, Supplement No. 3, Supplement No. 4 and Supplement No. 5, will be recorded only in the counties in which relevant Premises are located.

IN WITNESS WHEREOF, Consumers and METC have executed this Supplement No. 6 as of the date first above written.

CONSUMERS ENERGY COMPANY

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC

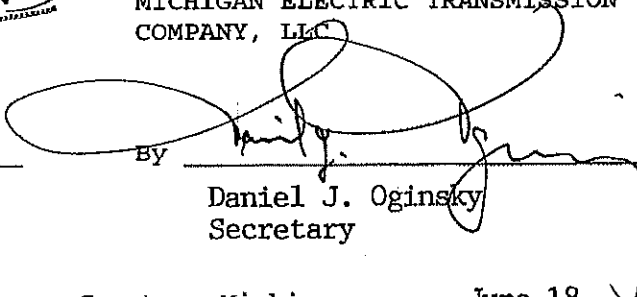
APPROV. AS TO FORM
DATE 05/3

By



Paul N. Preketes
Senior Vice President of
Energy Delivery

By



Daniel J. Oginsky
Secretary

Acknowledged before me in Jackson County, Michigan, on June 18, 2008 by Paul N. Preketes, Senior Vice President of Energy Delivery of CONSUMERS ENERGY COMPANY, a Michigan corporation, for the corporation.



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 June 17, 2008 by DANIEL J. OGINSKY, SECRETARY of MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company, for the company.



Trina Richardson

Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: JANUARY 20, 2014

TRINA RICHARDSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jan 20, 2014
ACTING IN COUNTY OF Oakland

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

SIXTH SUPPLEMENTAL EXHIBIT A

I. Fee Lands:

See sheets labeled "Sixth Supplemental Exhibit A-Part I", attached hereto and made a part hereof. Said attached sheets labeled Sixth Supplemental Exhibit A-Part I consist of the following:

3 pages for Gladwin County
1 pages for Kent County

II. Easements:

See sheets labeled "Sixth Supplemental Exhibit A-Part II", attached hereto and made a part hereof. Said attached sheets labeled Sixth Supplemental Exhibit A-Part II consist of the following:

1 page for Gladwin County
1 page for Kent County

III. Leases, Permits and Licenses:

See sheet labeled "Sixth Supplemental Exhibit A-Part III", attached hereto and made a part hereof. Said attached sheets labeled Sixth Supplemental Exhibit A-Part III consist of the following:

1 page for Gladwin County
1 page for Kent County

Nothing in this Sixth 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.

SIXTH SUPPLEMENTAL EXHIBIT A - PART I
GLADWIN COUNTY

ADD THE FOLLOWING LAND DESCRIPTIONS:

A. 1-E101-18 (Bard Road Substation Parcel Addition). A parcel of land in the Southeast 1/4 of Section 18, T19N, R2W, Sage Township, described as follows: To find the point of beginning of this description, commence at the East 1/4 corner of said Section 18; run thence S 00°00'00" E, along the East line of said section, 825.02 feet; thence N 89°58'59" W 305.09 feet to a point which is 5.00 feet North and 5.00 feet East of the NE'ly corner of the now-existing fence of the Bard Road Substation; thence N 89°58'59" W, parallel to and 5.00 feet exterior of the now-existing N'ly substation fence line, 367.71 feet to a point which is 5.00 feet North and 5.00 feet West of the NW'ly corner of the now-existing substation fence; thence S 00°04'29" E, parallel to and 5.00 feet exterior of the now-existing W'ly substation fence line, 245.21 feet to a point which is 5.00 feet South and 5.00 feet West of the SW'ly corner of the now-existing substation fence, said point being the POINT OF BEGINNING of this description; thence continuing S 00°04'29" E, parallel to and 5.00 feet exterior of a proposed new S'ly extension of the W'ly substation fence line, 64.00 feet to a point which is 5.00 feet South and 5.00 feet West of the proposed new SW'ly substation fence corner; thence N 89°59'34" E, parallel to and 5.00 feet exterior of a proposed new line for the most-S'ly portion of the substation fence, 142.01 feet to a point which is 5.00 feet South and 5.00 feet East of the proposed new SE'ly corner of the most-S'ly portion of the substation fence; thence N 00°04'29" W, parallel to and 5.00 feet exterior of a proposed S'ly extension of the E'ly line of the most-S'ly portion of the substation fence, 64.00 feet to a point which is 5.00 feet South and 5.00 feet East of the Southeast corner of now-existing most-S'ly portion of the substation fence; thence S 89°59'34" W, parallel to and 5.00 feet exterior of the most-S'ly portion of the now-existing substation fence, 142.01 feet back to the POINT OF BEGINNING. EXCEPTING THEREFROM those parts of said parcel that lie within either of the two following described strips of land:

- (i) "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 Southeast quarter of Section 18, T19N, R2W, Sage Township, the centerline of said strip being more particularly described as follows: To find the point of beginning of this centerline description, commence at the East 1/4 corner of said Section 18; thence S 00°00'00" E, along the East line of said section, 742.92 feet to the North line of property described in Warranty Deed dated October 12, 1970 and recorded on November 20, 1970 in Liber 229 at Page 279, Gladwin County Records; thence N 85°32'35" W, along said North line, 782.70 feet to the centerline of an existing electric transmission line and the POINT OF BEGINNING of this centerline description; thence along said centerline the following four courses: S 01°34'47" W 141.05 feet, S 01°31'22" W 263.58 feet, N 86°27'04" E 139.58 feet, and N 12°53'45" E 8.12 feet, to a point which is 5.00 feet exterior of and perpendicular to the now-existing S'ly fence line of the Bard Road

Substation, said point being 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 described in the aforesaid Warranty Deed and to terminate at a point which is 5.00 feet exterior of and perpendicular to said now-existing S'ly substation fence line.

- (ii) "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 Southeast 1/4 of Section 18, T19N, R2W, Sage Township, the centerline of said strip being more particularly described as follows: To find the point of beginning of this centerline description, commence at the East quarter corner of said Section 18; thence S 00°00'00" E, along the East line of said section, 1362.92 feet to the South line of property described in Warranty Deed dated October 12, 1970 and recorded on November 20, 1970 in Liber 229 at Page 279, Gladwin County Records (said line also being the South 1/8 line of said section); thence N 85°32'00" W, along said South line, 800.66 feet to the centerline of an existing electric transmission line and the POINT OF BEGINNING of this centerline description; thence along said centerline the following four courses: N 01°47'08" E 10.49 feet, N 01°30'30" E 143.91 feet, N 89°23'48" E 224.35, and N 00°12'52" E 73.83 feet, to a point which is 5.00 feet exterior of and perpendicular to the now-existing S'ly fence line of the Bard Road Substation, said point being 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 described in the aforesaid Warranty Deed and to terminate at a point which is 5.00 feet exterior of and perpendicular to said now-existing S'ly substation fence line.

It is understood that both "Exception Strip No. 1" and "Exception Strip No. 2", described immediately hereinabove as exceptions to the parcel description first set forth above (to the extent that they lie within said parcel), are themselves already "Premises" covered by the Agreement, said strips being described on Pages 1 and 2 of the Gladwin County portion of Exhibit A-Part I to the Agreement (being Pages A00000380 and A00000381 in the overall page numbering of said Exhibit A-Part I to the Agreement).

- B. 1-E101-18 (Access Driveway). A strip of land 20.0 feet in width in the Southeast 1/4 of Section 18, T19N, R2W, Sage Township, being 10.0 feet on each side of the following described centerline: To find the point of beginning of this centerline description, commence at the East 1/4 corner of said Section 18; thence S 00°00'00" E, along the East line of said section, 1107.43 feet to the centerline of an existing gravel driveway; thence S 89°51'25" W, along the centerline of said existing gravel driveway, 338.58 feet to the POINT OF BEGINNING of this centerline description; thence S 88°19'54" W 191.92 feet to a point which is 5.00 feet exterior of and perpendicular to the hereinabove mentioned proposed S'ly extension of the Easterly line of the most-S'ly

portion of the substation fence, said point being the POINT OF ENDING of this centerline description. The sidelines of said 20.0-foot wide strip of land are to be extended or shortened to meet at angle points, said sidelines to begin on a line crossing the above-identified centerline point of beginning at right angles to the centerline bearing that immediately follows same in the above description, and to terminate on a line parallel to and 5.00 feet exterior of the proposed S'ly extension of the E'ly line of the most-S'ly portion of the substation fence (same being a line running N 00°04'29" W through the above-identified centerline point of ending).

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

- (i) the land described in Item "A.", above;
- (ii) those parcels or strips of land, that are adjacent to the land described in Item "A." above and are already "Premises" covered by the Agreement, described under the headings "1-E101-18, Bard Road Parcel", "1-E101-18, Line 6G" and "1-E101-18, Line 6L" on Pages 1 and 2 of the Gladwin County portion of Exhibit A-Part I to the Agreement (being Pages A00000380 and A00000381 in the overall page numbering of said Exhibit A-Part I to the Agreement).

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 strip of 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, 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).

SIXTH SUPPLEMENTAL EXHIBIT A - PART I
KENT COUNTY

NONE

SIXTH SUPPLEMENTAL EXHIBIT A - PART II
GLADWIN COUNTY

<u>File</u> <u>Ref.</u>	<u>Date of</u> <u>Inst.</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Sect.</u>	<u>Town-Range</u>	<u>Township/Plat</u> <u>City/Village</u>	<u>Liber/Pg.</u>
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NONE

**SIXTH SUPPLEMENTAL EXHIBIT A - PART II
KENT COUNTY**

<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>
ADD THE FOLLOWING EASEMENTS:							
299.1-D2-22	10/16/2002	Gary M. Jonker & wife, Sharon	Consumers Energy Company	4	T8N/R9W	Twp.: Grattan	L6560/P935
299.1-D2-11				5	T8N/R9W	Twp.: Grattan	
299.2-D2-12	10/21/2002	Joseph V. Jakeway & John P. Jakeway	Consumers Energy Company	5	T8N/R9W	Twp.: Grattan	L6560/P933

DELETE THE FOLLOWING EASEMENT ENTRY FOUND ON PAGE 75 OF THE KENT COUNTY PORTION OF EXHIBIT A - PART II TO THE AGREEMENT (SAID PAGE ALSO BEING DESIGNATED AS PAGE A00002087 IN THE OVERALL PAGE NUMBERING OF EXHIBIT A TO THE AGREEMENT):

299-D2-1	10/17/1946	Augusta Mooney, survivor	Consumers Power Company	4	T8N/R9W	Twp.: Grattan	L1355/P623
299-D2-2				5	T8N/R9W	Twp.: Grattan	

SIXTH SUPPLEMENTAL EXHIBIT A - PART III
GLADWIN 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

SIXTH SUPPLEMENTAL EXHIBIT A - PART III
KENT 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