

PARTIAL RELEASE OF EASEMENT

This agreement is made as of _____, 2011, 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 **Michael Platte, David Platte, Lawrence A. Platte, and Larry A. Platte**, joint tenants with rights of survivorship, 1392 M-32 West, Gaylord, Michigan 49735, "Landowner", and joined in, to the extent of its interest as set forth below, by **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".

In consideration of the sum of One Dollar (\$1.00) paid to it by Landowner, receipt of which Consumers hereby acknowledges, and in consideration of the covenants and agreements made by Landowner as set forth below, Consumers hereby **releases and quit-claims** to Landowner all of the easements and rights as were conveyed to Consumers Power Company in that certain instrument dated July 2, 1951 and recorded October 10, 1951 in Liber J of Miscellaneous, Page 601, Otsego County Records ("the Easement"), as to Landowner's land in the Township of Livingston, County of Otsego, and State of Michigan, described as:

The NW 1/4 of the SE 1/4 of Section 32, T31N, R3W, being more particularly described as follows: Commencing at the South 1/4 corner of said Section 32 and running thence North 00°05'38" East 1320.49 feet along the North-South 1/4 line of said Section 32 to the point of beginning; thence continuing along said North-South 1/4 line North 00°05'38" East 1320.49 feet to the center of said Section 32; thence South 89°02'38" East 1312.22 feet along the East-West 1/4 line of said Section 32 to the East 1/8 line of said Section 32; thence South 00°14'27" West 1319.70 feet to the South 1/8 line of said Section 32; thence North 89°04'34" West 1308.82 feet along the south 1/8 line of said Section 32 to the point of beginning. (Tax Parcel No. 69-080-032-400-010-00)

EXCEPT that part of Landowner's land as lies within the following described strip of land ("the Easement Strip"):

A 180-foot-wide strip of land, the centerline of which is described as follows: Commencing at the South 1/4 corner of Section 32, T31N, R3W, and running thence North 00°05'38" East 1320.49 feet along the North-South 1/4 line of said Section 32; thence South 89°04'34" East 658.77 feet along the South 1/8 line of said Section 32 to the point of beginning of this centerline description; thence North 25°47'27" East 1454.48 feet along said centerline to the East-West 1/4 line of said Section 32 and the point of ending of said centerline description. (The sidelines of said strip of land are to be extended or shortened as needed to terminate at the boundaries of the Northwest 1/4 of the Southeast 1/4 of said Section 32.)

All of the rights and privileges acquired pursuant to the Easement shall remain in full force as to all land other than Landowner's land described in Exhibit 1.

Landowner, as part of the consideration for the release and quit-claim, does grant, covenant, and agree to and with Consumers as follows:

1. Landowner shall not hereafter install, construct, or permit any buildings or other structures within 50 feet on each side of the centerline described above.

2. The easement shall include the right to enter Landowner's land at all times to cut, trim, remove, destroy, or otherwise control any or all trees, bushes, and brush now or at any time hereafter standing or growing within the Easement Strip.

METC hereby consents and agrees to and joins in this release and quitclaim to the extent of its rights and interests in the Reserved Easement by virtue of an Amended and Restated Easement Agreement between Consumers and METC dated April 29, 2002 and recorded in Liber 859, Page 41, Otsego County Records ("the Easement Agreement"). On and subject to the terms and conditions of the Easement Agreement, the benefits of Land Owner's covenants and agreements set forth above shall also accrue to and benefit METC, its successors and assigns.

The benefits hereof shall accrue to and the obligations hereof shall bind the heirs, successors and assigns of the respective parties. The covenants and agreements set forth herein shall be perpetual and at all times construed as covenants running with the land.

In witness whereof, the parties have caused this instrument to be executed by their duly authorized representatives as of the day and year first hereinabove written.

Consumers Energy Company

By: _____

Its _____

NOTARIES TO SIGN
DALK

Acknowledged before me in Jackson County, Michigan, this ____ day of _____, 2011, by _____, _____ of Consumers Energy Company, a Michigan corporation, on behalf of the corporation.

Notary Public
Jackson County, Michigan
Acting in _____ County
My commission expires: _____

Michael Platte

David Platte

Lawrence A. Platte

Larry A. Platte

Acknowledged before me in _____ County, Michigan, this ____ day of _____, 2011, by Michael Platte, David Platte, Lawrence A. Platte, and Larry A. Platte.

Notary Public

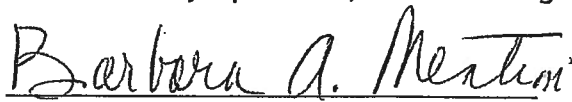
County, Michigan
Acting in _____ County
My commission expires: _____

Michigan Electric Transmission Company, LLC
By: ITC Holdings Corp., as sole owner of METC GP Holdings, Inc., the sole member of METC GP Holdings II, LLC, the General Partner of Michigan Transco Holdings, Limited Partnership, the sole member of Michigan Electric Transmission Company, LLC

By: 
Christine Mason Soneral

Its: Vice President & General Counsel -
Utility Operations, ITC Holdings Corp.

Acknowledged before me in OAKLAND County, Michigan on MARCH 11, 2011, by Christine Mason Soneral, Vice President and General Counsel - Utility Operations, of ITC Holdings Corp., a Michigan corporation, for the corporation.

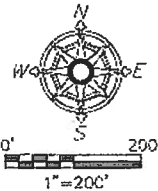

Notary Public
OAKLAND County, Michigan
Acting in OAKLAND County
My commission expires: NOV. 29, 2014

Prepared by:
Deborah Ann Kile (P36689)
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

Return recorded instrument to:
Karen S. Malewitz, EP7-470
Consumers Energy Company
One Energy Plaza
Jackson MI 49201

CERTIFICATE OF SURVEY

THE NW 1/4 OF THE SE 1/4, SECTION 32, T31N-R3W, LIVINGSTON TOWNSHIP OTSEGO COUNTY, MICHIGAN



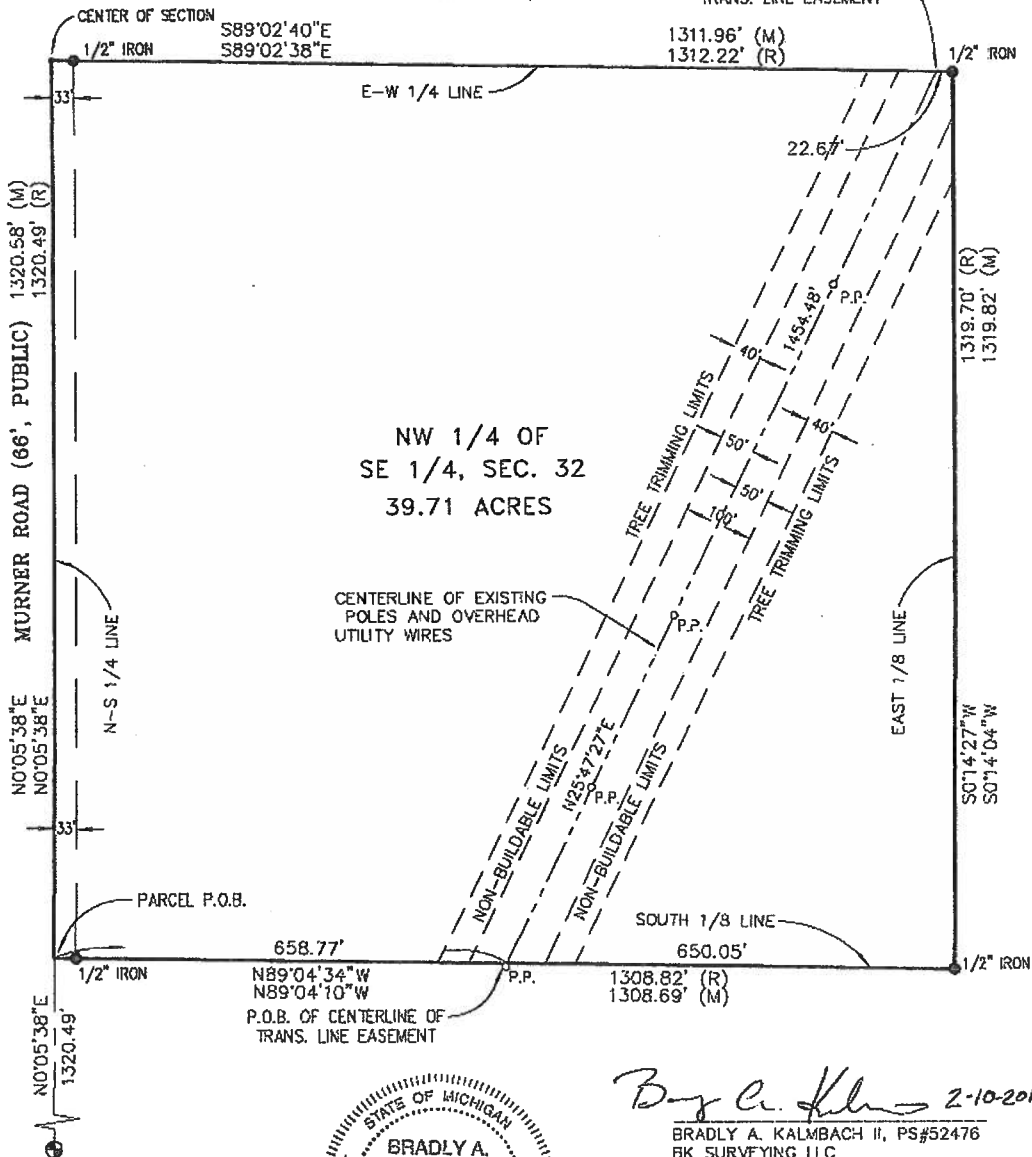
CENTER OF SECTION
SECTION 32, T31N-R3W
FND. OTSEGO CO. MON.
FND. SPK IN BLAZED 12" R. PINE
N76°E 67.12'
FND. B&C S86°E 33.06'
FND. N&T IN 5" J. PINE S77°W
64.32'
FND. N&T IN 12" W. PINE N68°W
52.53'

LEGEND

- SECTION CORNER
- FND. IRON & CAP AS NOTED
- PARCEL BOUNDARY
- SECTION LINE
- ROAD RIGHT OF WAY
- EXISTING ELECTRIC TRANS. LINE
- PROPOSED EASEMENT LIMITS

BEARING BASIS:
CERTIFICATE OF SURVEY, L265 P167

P.O.E. OF CENTERLINE OF
TRANS. LINE EASEMENT



NW 1/4 OF
SE 1/4, SEC. 32
39.71 ACRES



Bradly A. Kalmbach II 2-10-2011

BRADLY A. KALMBACH II, PS#52476
BK SURVEYING LLC
9704 CHASE BRIDGE RD.
ROSCOMMON, MI 48653
989-390-7482

SOUTH 1/4 CORNER
SECTION 32, T31N-R3W
FND. REMON CAP IN MONBOX
SPK IN G. POLE N29°E 135.45'
SPK IN P. POLE N13°W 142.83'
SPK IN P. POLE S68°E 108.30'
SW COR. CATCH BASIN N74°E 98.04'

NORTHERN MICHIGAN ENGINEERING INC. 200 PLEASANT VIEW, PETOSKEY, MI 49770 PH. 989-370-8429 FAX 888-893-9761 dcdrows@chartermi.net			
PROJECT: CERTIFICATE OF SURVEY CLIENT: GOODWILL INDUSTRIES OF NORTHERN MICHIGAN INC. TRAVERSE CITY, MI PROJECT#10-033			
DRAWN BY: DCD	DATE: 2/7/2011	ENGINEER APPROVAL:	DATE:
CHK BY: BK	DATE: 2/7/2011	SHEET 1 OF 2	

CERTIFICATE OF SURVEY
THE NW 1/4 OF THE SE 1/4,
SECTION 32, T31N-R3W, LIVINGSTON TOWNSHIP
OTSEGO COUNTY, MICHIGAN

SCOPE OF SERVICES

THE PURPOSE OF THIS SURVEY IS THE DESCRIBING OF THE CENTERLINE OF A 180 FOOT WIDE EASEMENT CENTERED ON THE EXISTING OVERHEAD ELECTRIC TRANSMISSION LINE ROUTE OVER THE NORTHWEST 1/4 OF THE SE 1/4 OF SECTION 32, T31N-R3W.

METES AND BOUNDS DESCRIPTION OF SUBJECT PARCEL (TAX

ID#080-032-100-010-00)

THE NW 1/4 OF THE SE 1/4 OF SECTION 32, T31N-R3W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 32, T31N-R3W; THENCE NORTH 00°05'38" EAST 1320.49 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH-SOUTH 1/4 LINE NORTH 00°05'38" EAST 1320.49 FEET TO THE CENTER OF SAID SECTION 32; THENCE SOUTH 89°02'38" EAST 1312.22 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 32 TO THE EAST 1/8 LINE OF SAID SECTION 32; THENCE SOUTH 00°14'27" WEST 1319.70 FEET TO THE SOUTH 1/8 LINE OF SAID SECTION 32; THENCE NORTH 89°04'34" WEST 1308.82 FEET ALONG THE SOUTH 1/8 LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SUBJECT TO A PROPOSED LAND DIVISION ACCORDING TO A SURVEY COMPLETED BY MITCHELL & ASSOCIATES DATED 9/13/2010.

TRANSMISSION LINE CENTERLINE DESCRIPTION

A 180 FOOT WIDE EXISTING TRANSMISSION LINE ROUTE, THE CENTERLINE OF SAID TRANSMISSION LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 32, T31N-R3W; THENCE NORTH 00°05'38" EAST 1320.49 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 32; THENCE SOUTH 89°04'34" EAST 658.77 FEET ALONG THE SOUTH 1/8 LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 100 FOOT WIDE EASEMENT; THENCE NORTH 25°47'27" EAST 1454.48 FEET ALONG SAID CENTERLINE TO THE EAST-WEST 1/4 LINE OF SAID SECTION 32 AND THE POINT OF ENDING OF SAID CENTERLINE, THE SIDE LINES OF SAID 180 FOOT WIDE EASEMENT TO EXTEND OR SHORTEN AS NEEDED TO TERMINATE AT THE BOUNDARIES OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32.



I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND HEREON PLATTED AND/OR DESCRIBED ON THE DATE HEREON, THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF ACT 132, P.A. 1970 AND THAT THE ERROR OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS IS WITHIN THE LIMITS ESTABLISHED BY THE PROFESSION.

Bradley A. Kalmbach II 2-10-2011
 BRADLY A. KALMBACH II, PS#52476

BK SURVEYING LLC
 9704 CHASE BRIDGE RD.
 ROSCOMMON, MI 48653
 989-390-7482

NORTHERN MICHIGAN ENGINEERING INC. 200 PLEASANT VIEW, PETOSKEY, MI 48770 PH. 989-370-8429 FAX 888-893-8761 edrews@charlarm.com			
PROJECT: CERTIFICATE OF SURVEY CLIENT: GOODWILL INDUSTRIES OF NORTHERN MICHIGAN INC. TRAVERSE CITY, MI PROJECT#10-033			
DRAWN BY: DCJ	DATE: 2/7/2011	ENGINEER APPROVAL:	DATE:
CHECK BY: BK	DATE: 2/7/2011	SHEET 2 OF 2	

File Ref.	Date of Inst	Grantor	Exhibit A - II Grantee	Sect.	Town/Range	Township/Plat/City/Village	Liberty
152-D85-2	06/05/1995	Consumers Power Company	Gordon Food Service, Inc.	32	T31N/R3W	Livingston	L0614/P229
152-D85-2	06/05/1995	Consumers Power Company	Arthur Land Company	32	T31N/R3W	Livingston	L0614/P230
152.1-D85-22	06/22/1995	Gordon Food Service, Inc.	Consumers Power Company	32	T31N/R3W	Livingston	L591/P131
152.2-D85-23	06/16/1995	Arthur Land Company	Consumers Power Company	32	T31N/R3W	Livingston	L591/P129
153-D85-3	07/02/1951	Willard J. Myer, a single man	Consumers Power Company	32	T31N/R3W	Livingston	LJ/P601
154-D85-4	05/01/1952	C. K. Wallace & wife, Helen	Consumers Power Company	32	T31N/R3W	Livingston	LK/P408
209-D114-6	04/12/1956	County of Otsego, a municipal corporation	Consumers Power Company	32	T31N/R3W	Livingston	L69/P267
210-D114-7	01/31/1956	Lenomill Inc., a corporation	Consumers Power Company	32	T31N/R3W	Livingston	L68/P577
410-D85-19	02/08/1973	Gaylord West, a limited partnership	Consumers Power Company	32	T31N/R3W	Livingston	L168/P482
412-D85-20	05/11/1971	Melvin S. Clute and wife, Elna C.	Consumers Power Company	32	T31N/R3W	Livingston	L145/P416

A00002565

PARTIAL RELEASE OF MORTGAGE

(Otsego County #MI-1993)

This PARTIAL RELEASE OF MORTGAGE, dated as of MARCH 22 __, 2011, is made by THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, successor to JPMORGAN CHASE BANK, N.A., solely in its capacity as trustee (the "Trustee"), having its principal office at 2 N. LaSalle, Suite 1020, Chicago, Illinois 60602.

WHEREAS, the Company has issued certain securities (collectively, the "Notes"); and

WHEREAS, the Company, to secure the Notes, has entered into a First Mortgage Indenture dated as of December 10, 2003 by and between the Company and the Trustee (the "Original Indenture"), as supplemented by the First Supplemental Indenture thereto dated as of December 10, 2003 (the "1st Supplemental Indenture"), the Second Supplemental Indenture thereto dated as of December 10, 2003 (the "2nd Supplemental Indenture"), the Third Supplemental Indenture thereto dated as of November 25, 2008 (the "3rd Supplemental Indenture"), the Fourth Supplemental Indenture thereto dated as of December 11, 2008 (the "4th Supplemental Indenture") and the Fifth Supplemental Indenture thereto dated as of April 20, 2010 (the "5th Supplemental Indenture" and together with the 1st Supplemental Indenture, the 2nd Supplemental Indenture, the 3rd Supplemental Indenture, the 4th Supplemental Indenture and the Original Indenture, the "Indenture").

WHEREAS, the following documents have been recorded in the office of the Register of Deeds of the County of Otsego, State of Michigan:

<u>Document</u>	<u>Recording Information</u>
Original Indenture	L0976, P078
1 st Supplemental Indenture	L0976, P222
2 nd Supplemental Indenture	L0976, P303
4 th Supplemental Indenture	L1187, P072
5 th Supplemental Indenture	L1228, P493

WHEREAS, the Company has requested that certain property hereinafter described be released from the Lien of the Indenture;

NOW THEREFORE, THESE PRESENTS WITNESSETH that, in consideration of the mutual promises between the Company and the Trustee, the Trustee does hereby release and discharge, without recourse or warranty, from the lien and operation of the Indenture the property as described on Exhibit A hereto;

TO HAVE AND TO HOLD said property unto the Company, its successors and assigns forever, free and clear and discharged of and from any and all Liens and claims of the Trustee under and by virtue of the Indenture.

THIS RELEASE is made by the Trustee and accepted by the Company on the express condition that it shall not in any way affect or impair the liens and security of the Indenture, or any of them, upon other premises and properties now subject thereto and not expressly released hereby. This release is made and accepted without covenant or warranty, express or implied, at law or in equity, and without recourse to or warranty of the Trustee in any event or in any contingency.

IN WITNESS WHEREOF, THE TRUSTEE has caused this instrument to be duly executed in its behalf, all as of the day and year first written above.

THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.,
a national banking association, as Trustee

By: M Callahan

Print name: Mary Callahan

Its: Vice President

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

On the 22nd day of March, 2011, before me, the undersigned notary public, personally came Mary Callahan, Vice President of The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States of America, and acknowledged to me that she executed the foregoing instrument in her authorized capacity, and that by her signature on the instrument she, or the entity upon behalf of which she acted, executed this instrument.



T. Mosterd

By: T. MOSTERD

No. _____

Notary Public State of Illinois

Qualified in Cook County

My Commission Expires: 1/22/2013

Drafted By:
William L. Logan, Esq.
313 Droste
East Lansing, MI 48823
517-333-8234

Return To:
Patricia Murphy
27175 Energy Way
Novi, MI 48377
248-946-3000

EXHIBIT A

LEGAL DESCRIPTION

Land in the Township of Livingston, County of Otsego, State of Michigan:

The NW 1/4 of the SE 1/4 of Section 32, T31N, R3W, being more particularly described as follows: Commencing at the South 1/4 corner of said Section 32 and running thence North 00°05'38" East 1320.49 feet along the North-South 1/4 line of said Section 32 to the point of beginning; thence continuing along said North-South 1/4 line North 00°05'38" East 1320.49 feet to the center of said Section 32; thence South 89°02'38" East 1312.22 feet along the East-West 1/4 line of said Section 32 to the East 1/8 line of said Section 32; thence South 00°14'27" West 1319.70 feet to the South 1/8 line of said Section 32; thence North 89°04'34" West 1308.82 feet along the South 1/8 line of said Section 32 to the point of beginning. (Tax Parcel No. 69-080-032-400-010-00)

EXCEPT that part of Landowner's land as lies within the following described strip of land ("the Easement Strip"):

A 180-foot-wide strip of land, the centerline of which is described as follows: Commencing at the South 1/4 corner of Section 32, T31N, R3W, and running thence North 00°05'38" East 1320.49 feet along the North-South 1/4 line of said Section 32; thence South 89°04'34" East 658.77 feet along the South 1/8 line of said Section 32 to the point of beginning of this centerline description; thence North 25°47'27" East 1454.48 feet along said centerline to the East-West 1/4 line of said Section 32 and the point of ending of said centerline description. (The sidelines of said strip of land are to be extended or shortened as needed to terminate at the boundaries of the Northwest 1/4 of the Southeast 1/4 of said Section 32.)