



PRIORITY MAIL 9405 5112 0620 4180 3125 89

May 6, 2024

The City of Gladstone
James Olson
1100 Delta Avenue
Gladstone, MI 49837

**Re: American Transmission Company (ATC) - OMDY11 Line Project;
ATC File # OMD-NBL0570 Good Faith Offer for Easement**

Dear Representative:

ATC owns, builds, operates, and maintains the high-voltage electrical transmission system in much of the Upper Peninsula and Wisconsin, including where you live in Michigan. ATC's Line OMDY11 is in your area, depicted on the enclosed map. A review of the records in the Register of Deeds office indicates you are the record owner of property where the transmission line is located.

The purpose of this letter is to advise you that during the review of the existing easements they are deficient in width to safely and reliably operate the line, which includes keeping the right-of-way clear of vegetation.

ATC will be acquiring a new or supplement easement for those areas that are deficient or missing a recorded easement. Enclosed is an easement document along with an exhibit showing the location of the easement area that will cross your property (marked Exhibit "A").

ATC's Good Faith Offer for the enclosed easement is \$27,300.00 and is based on a market study prepared by Steigerwaldt Land Services. There is an additional incentive payment of \$2,500.00 if you sign by **June 20, 2024**. Please see the enclosed compensation summary for a complete breakdown of payments you are being offered.

The ATC pamphlet "Managing vegetation around electric transmission lines" is enclosed for your information. The Asplundh representative is Travis Stokes. He can be reached at 906-322-4226 or tstokes3@asplundh.com.

ATC hereby waives its right to bring a federal or state cost recovery action against you arising out of a release of hazardous substances at the property. ATC's market study evaluation of just compensation for the property reflects this waiver.

The following documents are enclosed for your signature. **Please call to review and go over any questions or if you prefer we can set up a meeting to go over the documents.**

1. Easement – Please note that this must be signed on page 3 in the presence of a notary public. This can usually be completed at your local bank. If you are unable to get to a notary public, please contact our office and we will make arrangements to meet with you to sign.
2. Signing Bonus – Please sign and date and return with the easement.

If you would like to meet to review these materials or if you have any questions regarding them, please contact me at **715-409-3937** or **keith.frank@steigerwaldt.com** to arrange an appointment and/or further discuss. I will be in the area working over the next several weeks and will work to accommodate your schedule.

Enclosed is a self-addressed stamped envelope for your convenience in returning the signed documents to my attention. Once the documents are signed and returned, or you meet with an agent in person and sign, ATC will pay you the agreed amount stated in this document. If you have sold or transferred the ownership of this property, then please let me know by calling the number above.

ATC appreciates your consideration of this matter.

Respectfully,



Keith Frank Jr
ATC Real Estate Contractor

Enclosures: Easement Document, Good Faith Offer Payment Worksheet & Summary, Signing Bonus, ATC Veg Management Pamphlet, Return Envelope

**SUPPLEMENTAL ELECTRIC
TRANSMISSION LINE EASEMENT**

For and in consideration of the sum of \$1.00 and other good and valuable consideration, to them paid, the receipt whereof is hereby acknowledged, the undersigned owner The City of Gladstone, a Michigan Municipal Corporation, 1100 Delta Avenue, Gladstone, MI 49837 (hereinafter called the "Grantor"), and the American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc, a Wisconsin Corporation, P.O. Box 47, Waukesha, WI 53187-0047, (hereinafter called the "Grantee").

WHEREAS, Grantee has previously acquired certain easement rights over and across lands of grantors pursuant to an easement granted by the City of Gladstone, a Michigan Municipal Corporation to American Transmission Company LLC, a Wisconsin limited liability company, dated December 12, 2003, and recorded in the Office of the Register of Deeds in and for Delta County, State of Michigan, on the 15th day of December 2003, in Liber 745, Page 411-414 (hereinafter referred to as the "Original Easement").

WHEREAS, said Original Easement affected premises located in the Southwest 1/4 of the Northwest 1/4, Section 21, Township 40 North, Range 22 West, City of Gladstone, Delta County, Michigan, and the location of the Original Easement is shown on the Exhibit "A", attached hereto and incorporated by reference in this easement document WHEREAS, pursuant to such Original Easement, Grantee acquired the right, permission and authority to construct, erect and maintain an electric transmission line, comprised of structures, conductors and other wires, counterpoises, guy wires, braces and other usual appendages and appurtenances for the purpose of transmitting electric energy upon a strip of land of the Grantor described as all of the property contained in the easement owned by the grantors described as: Part of the Southwest 1/4 of the Northwest 1/4, Section 21, Township 40 North, Range 22 West, City of Gladstone, Delta County, Michigan

WHEREAS, Grantee desires to expand the width of the easement to 30 feet on either side of the easement centerline, (hereinafter this additional easement area is referred to as the "Expanded Easement Area". The purpose of this easement is to clearly define the combined width of the Original Easement and the Expanded Easement Area as 60 feet (30 feet on either side of the centerline). The centerline of the Original Easement remains the same. Grantee shall be permitted to use the Expanded Easement Area in the same manner and for the same purposes granted in the Original Easement. It is understood and agreed that the rights acquired herein are intended to be supplemental to and in addition to those previously acquired and that all other provisions of the Original Easement shall remain in full force and effect.

The right, permission and authority is also granted to Grantee to cut down and remove or trim all trees and overhanging branches now or hereafter existing in both the Original Easement and Expanded Easement Area. Additionally, to cut down and remove brush, for purposes of brush control, and to cut down and remove or trim such trees now or hereafter existing on the property of Grantor located outside of said Expanded Easement Area "hazard tree(s)" defined as those trees or tree parts that may be located on Grantor's Property that are dead, dying, diseased, decayed or leaning and which in Grantee's judgment pose a threat to the safe and reliable operation of the said Electric Transmission Facilities of the Grantee; together with the right, permission and authority to enter in a reasonable manner upon property of Grantor for such purposes.

The Grantor covenants and agrees that no structures will be erected, or inflammable material placed or accumulated, or trees planted in either the Original Easement or said Expanded Easement Area, and Grantor further covenants and agrees that the elevation of the existing ground surface within either the Original

Easement or said Expanded Easement Area will not be altered by more than one (1) foot without the written consent of Grantee.

Grantee and its agents shall have the right, permission and authority to enter upon both the Original Easement and said Expanded Easement Area for the purpose of constructing, patrolling, repairing, maintaining and replacing said transmission line facilities and exercising the rights herein acquired.

Grantor warrants and represents that Grantor has good title to the property subject to this easement and that the same are free and clear from all liens except:

None

And is subject to taxes, easements, covenants and conditions of record, municipal and zoning ordinances;
And will forever warrant and defend this easement against all and every person or persons lawfully claiming the whole or any part thereof.

It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time. This perpetual easement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

This instrument is exempt from Michigan Real Estate Transfer Tax by reason of MCLA 207.526(f) and MCLA 207.505(f)

Signature page to follow

EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: OMD-NBL0570

TPN: 052-621-045-00

EASEMENT DESCRIPTION MAP (EXHIBIT A)

A variable width easement which crosses the Grantor's premises, being part of the Southwest Quarter of the Northwest Quarter (SW 1/4 - NW 1/4) of Section 21, Township 40 North, Range 22 West, City of Gladstone, Delta County, Michigan, more particularly described as follows:

Commencing at the West Quarter (W 1/4) Corner of said Section 21; thence S89°46'35"E along the East-West Quarter line of said Section 21, a distance of 30.00 feet to a point on the East right-of-way line of N. Bluff Drive (63' wide), and the POINT OF BEGINNING (P.O.B.).

Thence N00°26'03"E along said East right-of-way line, a distance of 34.48 feet; thence N87°52'03"E, a distance of 24.82 feet; thence N00°54'15"E, a distance of 230.62 feet; thence N89°50'12"W, a distance of 4.95 feet; thence N00°09'48"E, a distance of 60.00 feet; thence N00°33'54"W, a distance of 80.59 feet; thence S89°50'03"E, a distance of 140.01 feet; thence S00°33'32"E, a distance of 80.59 feet; thence S00°09'48"W, a distance of 59.95 feet; thence S89°58'51"E, a distance of 4.83 feet; thence S00°01'09"W, a distance of 266.31 feet to a point on the East-West Quarter line of said Section 21; thence N89°46'35"W along said line, a distance of 168.50 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 58,325 sqft / 1.34 acres, more or less, and is subject to any and all reservations, restrictions, rights-of-way, and easements, and prior conveyances of record.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, NORTH ZONE, INTERNATIONAL FEET, GRID DISTANCE



COLEMAN ENGINEERING COMPANY

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EXHIBIT A

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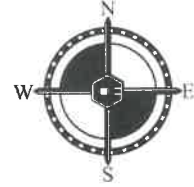
SKETCH SCALE: N/A

Job # 231081-B

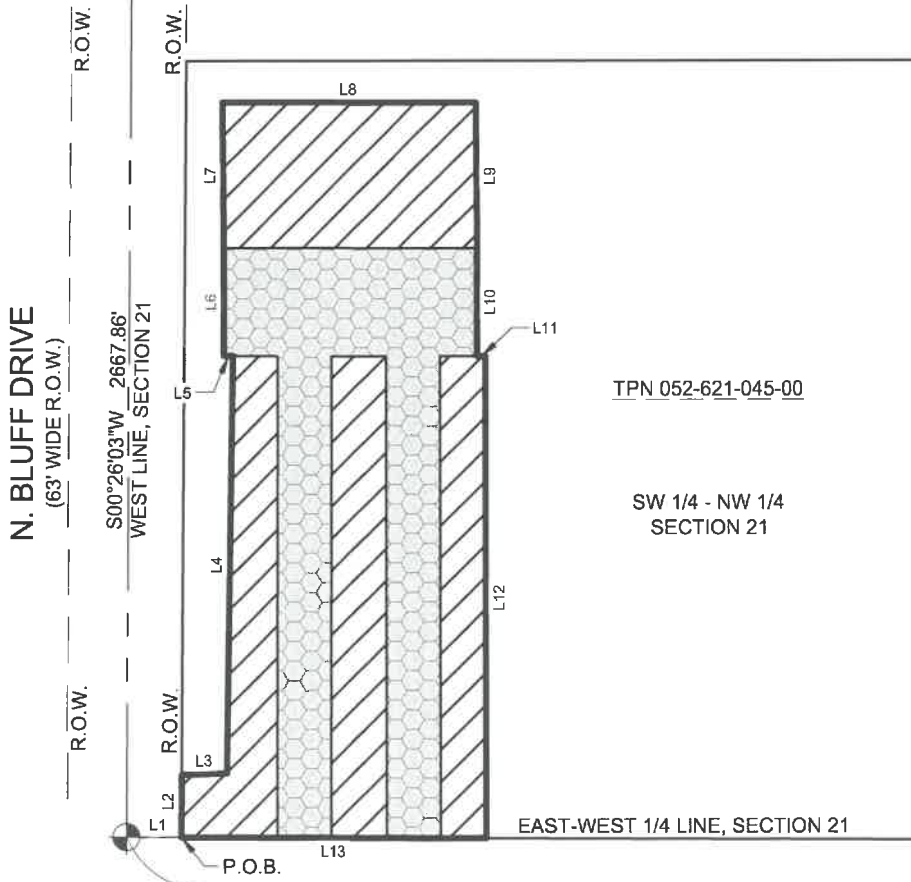
EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: OMD-NBL0570
TPN: 052-621-045-00

NW CORNER
SECTION 21
T40N, R22W



1 INCH = 100 FEET



TPN 052-621-045-00

SW 1/4 - NW 1/4
SECTION 21

Line Table		
Line #	Bearing	Distance
L1	S89° 46' 35"E	30.00'
L2	N00° 26' 03"E	34.48'
L3	N87° 52' 03"E	24.82'
L4	N00° 54' 15"E	230.62'
L5	N89° 50' 12"W	4.95'
L6	N00° 09' 48"E	60.00'
L7	N00° 33' 54"W	80.59'
L8	S89° 50' 03"E	140.01'
L9	S00° 33' 32"E	80.59'
L10	S00° 09' 48"W	59.95'
L11	S89° 58' 51"E	4.83'
L12	S00° 01' 09"W	266.31'
L13	N89° 46' 35"W	168.50'

C-W 1/16 CORNER
SECTION 21
T40N, R22W

W 1/4 CORNER
SECTION 21
T40N, R22W

S89°46'35"E 1338.55'

LEGEND

- P.O.B.
- TPN
- GRANTOR PARCEL LINE
- RIGHT OF WAY LINE
- TRANSMISSION CENTERLINE
- PLSS CORNER
- POINT OF BEGINNING
- TAX PARCEL NUMBER

MAP KEY

- ATC NEW EASEMENT AREA
(33,955 SQFT / 0.78 ACRES ±)
- ATC EXISTING EASEMENT AREA, L.754, PG. 411,
BASIS ID 556276 (24,370 SQFT / 0.56 ACRES ±)
- ATC TOTAL EASEMENT AREA
(58,325 SQFT / 1.34 ACRES ±)

CITY OF GLADSTONE, DELTA COUNTY

NOTE - BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, NORTH ZONE, INTERNATIONAL FEET, GRID DISTANCE. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHTS-OF-WAY HEREIN GRANTED.



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EXHIBIT A

Page 1 of 2 | DATE: 2/28/2024

SKETCH SCALE: 1" = 100'

Job # 231081-B



**GOOD FAITH OFFER PAYMENT
WORKSHEET & SUMMARY
(Just Compensation)**

ATC File Number: OMD-NBL0570 Line Designation: OMDY11 Date: 05/06/2024

LANDOWNER INFORMATION:

OWNER: The City of Gladstone, a Michigan Municipal Corporation

Address: 1100 Delta Avenue, Gladstone, MI 49837

Phone #: _____

$$\frac{347 \text{ ft.}}{\text{length}} \times \frac{141 \text{ ft.}}{\text{width}} = \frac{0.78}{\text{acres}^*} \text{ acre} \times \frac{\$35,000.00}{\text{Price per acre}} = \frac{\$27,300.00}{\text{Value of land}}$$

$$\frac{\$27,300.00}{\text{value of land}} \times \frac{1.0}{\text{Easement factor (0-1.0)}} = \frac{\$27,300.00}{\text{value of easement acquisition}}$$

Payment for Easement Compensation	<u>\$27,300.00</u>
Incentive Payment	<u>\$2,500.00</u>
Payment for permission to apply herbicide	<u>\$1,500.00</u>
Misc. payments described below:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Payments	<u>\$31,300.00</u>

Note: The price per acre is based upon a sales/market study of land values prepared by Steigerwaldt Land Services, Inc. and dated October 2023



Signing Bonus

This instrument is executed this _____ day of _____, 20____, by the undersigned grantor, whether one or more (herein collectively referred to as "Landowner") and American Transmission Company LLC, a Wisconsin limited liability company, by its corporate manager, ATC Management Inc. (herein collectively referred to as "ATC").

WHEREAS, ATC is acquiring an easement for electric line purposes over, under, and across certain real estate owned by the Landowner and located in the City of Gladstone, County of Delta, State of Michigan; and

WHEREAS, ATC is willing to pay to the Landowner \$2,500.00 in addition to the just compensation for the easement interest, in exchange for the Landowner signing both the easement and the Signing Bonus document within 45 days of receipt of the initial offer package; and

WHEREAS, the Landowner has signed the easement within 45 days of receipt of the initial offer package;

This Agreement is binding and non-negotiable.



Dated this _____ day of _____, 20____.

Grantor City of Gladstone

Witness

Name and Title

Witness

Name and Title

Managing vegetation around high-voltage electric lines

Our vegetation management practices focus on public safety and keeping the power flowing.

Ensuring safety and electric reliability

ATC owns and operates over 10,000 miles of high-voltage electric lines in the upper Midwest, providing power to more than 5 million customers. We know that safety and electric reliability are important to you. By keeping the rights-of-way free of trees and incompatible vegetation, we help ensure the safety and reliability of the regional electric grid.

Why vegetation is removed

Vegetation that grows too close to high-voltage electric lines can cause a dangerous situation. Electricity can arc from the lines to a tree branch, igniting a fire or causing an outage. A tree does not need to make direct contact with a high-voltage electric line to create a hazard. Incompatible vegetation in a right-of-way can threaten the reliability of the electric grid and lead to wide-spread power outages. Dense, incompatible vegetation in the electric line rights-of-way hinders access for crews and equipment needed to inspect, maintain and make repairs to the poles and wires.

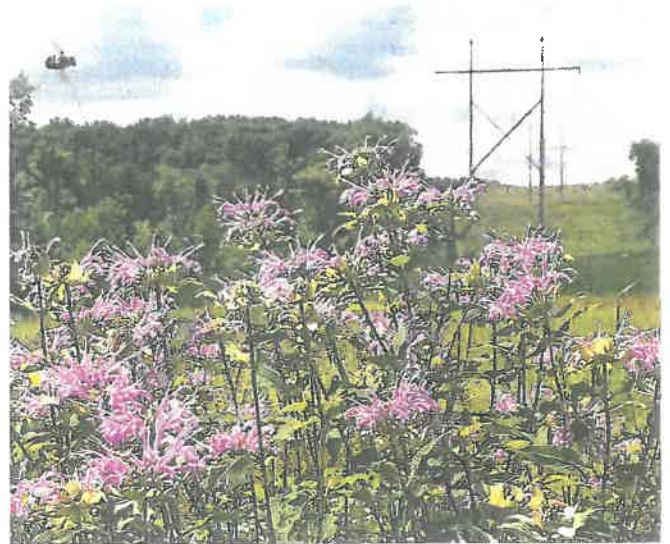
Easements grant rights to remove vegetation

An easement gives ATC the legal rights to use the property for the specific purpose of constructing, operating and maintaining the electric grid. The property within the easement is often referred to as the right-of-way or easement strip. Though easement rights may vary from property to property, they typically limit the use of the right-of-way, and they typically allow ATC to remove trees, incompatible vegetation and other obstacles that could interfere with the operation and maintenance of the electric grid. As the property is transferred and sold to new owners, the easement rights remain in place.

ATC's vegetation management practices

Outages that occur on high-voltage electric lines can create a larger, widespread impact than those that occur on lower-voltage lines because thousands of homes and businesses can be impacted. An outage on one high-voltage electric line can trigger outages on other lines across a large geographic area. This cascading effect could result in significant damage to the entire electrical grid that would create challenges when restoring power after an outage.

ATC's vegetation management program helps ensure that adequate clearances between high-voltage electric lines, trees and other vegetation are maintained at all times. To achieve safe clearances in the right-of-way, incompatible vegetation is pruned or removed.



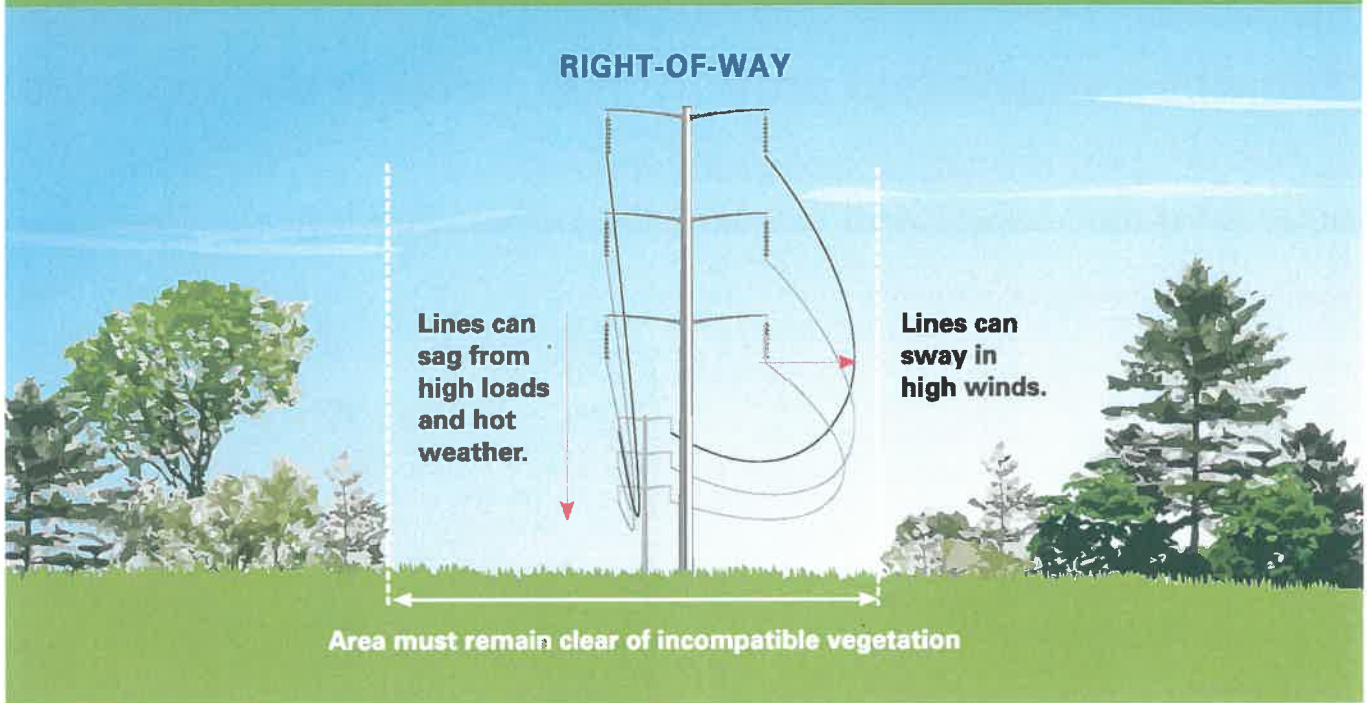
A tree does not need to make direct contact with a high-voltage electric line to create a hazard or a dangerous situation. Incompatible vegetation in a right-of-way can threaten the reliability of the electric grid and lead to wide-spread power outages.

In most situations, landowners should expect that all trees and dense, incompatible vegetation will be removed from the right-of-way during vegetation management work. Trees that are dead, dying, diseased, leaning toward the wires, or are displaying some other defect to their structural integrity are considered hazard trees. Removing hazard trees, even when they are located outside the right-of-way, helps ATC avoid the danger of these trees causing an outage or damage to the lines, poles and wires.

How we work with you

ATC generally gives landowners advance notice to make them aware that right of way maintenance is scheduled in their area. A work plan is developed for each property by professional utility foresters, which is based on ATC vegetation management standards. Right of way width, pole type, voltage, vegetation type and growth rates, line sag and sway, topography, right-of-way access and vegetation maintenance cycles also are factors in developing a work plan.

SAFETY & RELIABILITY



What to expect with initial clearing

As part of the project, a professional utility forester will contact the landowner to explain how we will handle tree and brush removal and disposal on the property before any vegetation management work is conducted. For example:

Wetlands and invasive species

- If the property contains a delineated wetland, we will work with the landowner to determine appropriate disposition methods.
- If the vegetation to be cleared contains state-listed invasive species, we will discuss proper handling and management practices with the landowner.

Herbicide application

Vegetation may be treated with herbicides through a variety of application methods based on site conditions. Herbicide application lessens the need for extensive clearing and mowing in the future. ATC uses herbicides applied by licensed applicators. The herbicides may be applied directly to specific trees or brush or applied over an entire area. When used correctly, minimal effects can be expected on grasses.

What to plant near power lines

Low-growing vegetation is most compatible with high-voltage electric lines. Herbicides that are used effectively promote the growth of compatible vegetation that can thrive and support a suitable habitat for pollinators and other wildlife. Low-growing vegetation also has deep root systems, making these plants resilient and more likely to recover from disturbances resulting from maintenance and repair work in the right-of-way.

Visit atc-growsmart.com to review our planting guide, which provides suggestions for grasses and flowers that are compatible with high-voltage electric facilities in the Upper Midwest. Be aware that guidelines for planting vegetation near lower-voltage electric lines operated by your local electric utility may be vastly different from those recommended by ATC.

Also, be sure to contact Wisconsin's Diggers Hotline or Michigan's MISS Dig at 811 before digging. A locating service will mark your property for underground utilities at no cost to you.



If you have any questions about ATC's vegetation management practices, or the vegetation management work scheduled for your property, please contact us at (866) 899-3204 or visit our website at atcllc.com/learning-center/trees-and-vegetation.



(866) 899-3204 | P.O. Box 47 | Waukesha, WI 53187-0047

atcllc.com



April 2023

