



PRIORITY MAIL 9405 5112 0620 4103 6146 53

May 1, 2024

City of Gladstone
1100 Delta Avenue
Gladstone, MI 49837

**Re: American Transmission Company (ATC) - OMDY11 Line Project;
ATC File # OMD-NBL0190 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 supplemental 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 \$1,000.00 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 15, 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.
3. Form W-9 – This is necessary in order for us to issue a check to you. Please insert your social security number or employer identification number where highlighted, if applicable, indicate what type of entity and sign near the center of the page. It is not necessary to have this document notarized.

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

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(s), City of Gladstone, a Municipal Corporation, 1100 Delta Avenue, Gladstone, MI 49837, (hereinafter referred to as "Grantor") grants and warrants to 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 cumulatively referred to as "Grantee") its successors, assigns, licensees and manager, the perpetual right and easement upon, over and across a part of lands of Grantor, as further described below.

Grantor hereby conveys unto Grantee the right, permission and authority to construct, erect, install, operate, maintain, patrol, change, inspect, repair, relocate, replace, renew, reconstruct, remove, and extend, at any time and from time to time, transmission line facilities of such type or material Grantee, in its sole discretion, may select, including but not limited to structures, cross-arms, conductors, wires, cables, transformers, anchors, guy wires, stub supports, foundations, footings, counterpoises and any other appurtenances, all hereinafter referred to as "Facilities," for the purpose of transmitting electric energy and carrying communication signals, said communication signals are for the purpose of electric utility communication and operations, upon, over, under, above, across, through and in all that part of the Grantor's premises contained within the boundaries of the hereinafter described perpetual easement area, being a part of the property of Grantor described as: Part of the Northwest 1/4 of the Northeast 1/4 of Section 29, T40N-R22W, City of Gladstone, Delta County, Michigan hereinafter referred to as "Grantor's Premises".

The perpetual easement area, hereinafter referred to as the "Easement Strip", being a strip of land in varying width over Grantor's Premises, the legal description and the location of the Easement Strip with respect to the Grantor's premises is described and shown on the attached drawing, marked Exhibit "A", attached hereto and made a part hereof.

The right, permission and authority is also conveyed to Grantee, at its sole discretion, to trim, cut down, and eliminate all trees, brush and other vegetation, and overhanging branches, now or hereafter existing in, on and over said Easement Strip, and to cut down, eliminate, and/or trim such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on Grantor's Premises located outside of said Easement Strip that in Grantee's sole judgment may pose a threat to the safe and reliable operation of the Facilities, hereinafter referred to as "Hazard Trees"; together with the right, permission and authority to enter in a reasonable manner upon the Grantor's Premises adjacent to said Easement Strip for such purpose. The right, permission and authority is conveyed to Grantee to use herbicidal chemicals for tree, weed and brush control in the Easement Strip and for Hazard Tree management purposes.

Grantor shall have the right to use the Easement Strip so long as such use does not interfere with Grantee's full use of and all rights conveyed in this easement. Additionally, Grantor specifically covenants and agrees that no structures or improvements will be erected, including but not limited to dwellings or mobile homes intended for residential occupancy, nor will flammable material be placed or accumulated, nor trees, brush or other woody vegetation planted, nor sewer, water or drainage facilities placed within or on said Easement Strip, and Grantor further covenants and agrees that the elevation of the existing ground level within said Easement Strip will not be altered by more than one (1) foot without the prior written consent of Grantee.

Grantee shall have reasonable ingress and egress for personnel, equipment and vehicles to and from said perpetual Easement Strip across the Grantor's property adjacent to the perpetual easement for the purpose of patrolling said Facilities and exercising the rights herein acquired, but payment shall be made by Grantee for damage, if any, to property, crops, fences, livestock, lawns, roads, fields and field tile (other than brush, trees and overhanging branches trimmed or cut down and eliminated from the Easement Strip or "Hazard Trees") caused by its acts.

Grantee shall own the Facilities and Grantor shall have no ownership interest therein.

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;

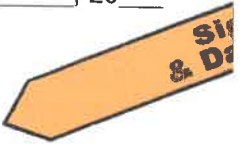
And will forever warrant and defend this easement against all and every person or persons lawfully claiming the whole or any part thereof.

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 MCL 207.526(f) and MCL 207.505(f).

Signature page to follow

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____



GRANTOR: City of Gladstone

Signature

Signature

Printed Name and Title

Printed Name and Title

STATE OF MICHIGAN)
) SS
COUNTY OF _____)



Personally came before me this _____ day of _____, 20____, _____,
and _____ of the above-named City of Gladstone, known to be the person(s)
who executed the foregoing instrument and to me known to be such _____ and
_____ of said entity, and acknowledged that they executed the foregoing
instrument as such officer(s), as the deed of said entity, by its authority.

Signature of Notary

Printed Name of Notary

Notary Public, _____ County, State of Michigan

Acting in _____ County, State of Michigan

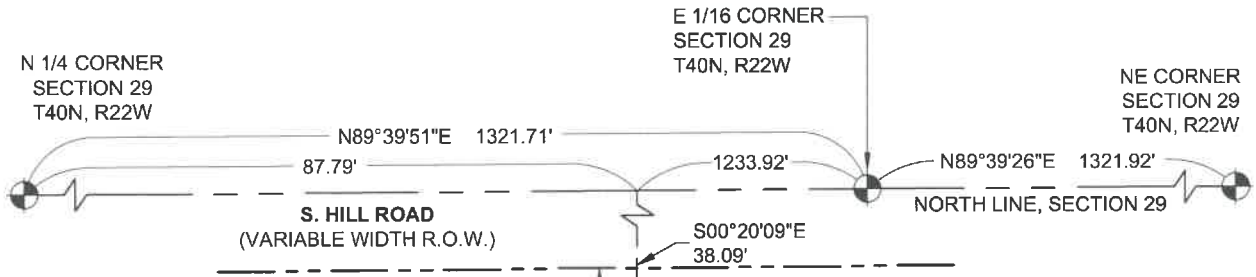
My Commission expires (is) _____

This instrument was drafted by Carol Ahles and checked by Doug Mathys on behalf of American Transmission Company, PO Box 47, Waukesha, WI 53187-0047.

Return To:
Steigerwaldt Land Service, Inc.
856 North 4th St.
Tomahawk, WI 54487

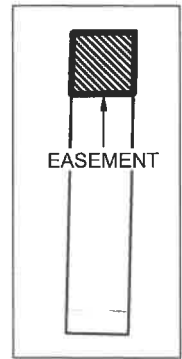
EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: OMD-NBL0190
 TPN: 052-452-007-00



TIPPERARY ROAD
(66' WIDE R.O.W.)

LOCATION MAP:
 TPN: 052-452-007-00

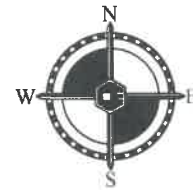


Line Table		
Line #	Bearing	Distance
L1	S01° 25' 46"W	22.58'
L2	S89° 34' 29"W	22.95'
L3	N01° 26' 29"E	22.61'
L4	N89° 38' 19"E	22.94'

TPN 052-452-007-00
 L.408, PG. 936

NW 1/4 - NE 1/4
 SECTION 29

BLOCK 2
 MASHEK-BUCKBEE ADDITION



1 INCH = 30 FEET

LEGEND

- PLSS CORNER
- P.O.B.
- TPN
- GRANTOR PARCEL LINE
- LOT LINE
- RIGHT OF WAY LINE
- TRANSMISSION CENTERLINE

MAP KEY

- ATC TRANSMISSION LINE EASEMENT
(518 SQFT / 0.01 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.



COLEMAN ENGINEERING COMPANY
 IRON MOUNTAIN • IRONWOOD • GREEN BAY
 www.coleman-engineering.com



EXHIBIT A

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

SKETCH SCALE: 1" = 30'

Job # 231081-B

EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: OMD-NBL0190

TPN: 052-452-007-00

EASEMENT DESCRIPTION MAP (EXHIBIT A)

A variable width easement which crosses the Grantor's premises recorded in the Delta County Register of Deeds Liber 408 on Page 936, being part of the Northwest Quarter of the Northeast Quarter (NW 1/4 - NE 1/4) of Section 29, Township 40 North, Range 22 West, City of Gladstone, Delta County, Michigan, more particularly described as follows:

Commencing at the North Quarter (N 1/4) Corner of said Section 29; thence N89°39'51"E along the North line of said Section 29, a distance of 87.79 feet; thence S00°20'09"E, a distance of 38.09 feet to a point on the South right-of-way line of S. Hill Road (variable width), also being the Northeast Corner of the Grantor's parcel, and the POINT OF BEGINNING (P.O.B.).

Thence S01°25'46"W along the East line of the Grantor's parcel, a distance of 22.58 feet; thence S89°34'29"W along a line being 30.00 feet South and parallel with an existing transmission line, a distance of 22.95 feet to a point on the East right-of-way of Tipperary Road (66 feet wide); thence N01°26'29"E along said right-of-way line, a distance of 22.61 feet to the intersect point with the South right-of-way line of said S. Hill Road (variable width); thence N89°38'19"E along said South right-of-way line, a distance of 22.94 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 518 sqft / 0.01 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

IRON MOUNTAIN • IRONWOOD • GREEN BAY
www.coleman-engineering.com



EXHIBIT A

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

SKETCH SCALE: N/A

Job # 231081-B



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

ATC File Number: OMD-NBL0190 Line Designation: OMDY11 Date: 05/01/2024

LANDOWNER INFORMATION:

OWNER: City of Gladstone

Address: 1100 Delta Avenue, Gladstone, MI 49837

Phone #: _____

$$\frac{23 \text{ ft.}}{\text{length}} \times \frac{23 \text{ ft.}}{\text{width}} = \frac{0.01}{\text{acres}^*} \text{ acre} \times \frac{\$42,000.00}{\text{Price per acre}} / \text{acre} = \frac{\$420.00}{\text{Value of land}}$$

$$\frac{\$420.00}{\text{value of land}} \times \frac{1.0}{\text{Easement factor (0-1.0)}} = \frac{\$420.00}{\text{value of easement acquisition}}$$

Payment for Easement Compensation \$1,000.00

Incentive Payment \$2,500.00

Payment for permission to apply herbicide \$1,500.00

Misc. payments described below:

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Payments \$5,000.00

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____.

Owner: City of Gladstone

Witness

Owner:

Witness

Owner:

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.

7420 21st Rd

County 420 21st Rd

COUNTY RD 420
052-629-010-91

6 TIPPERARY RD

4 TIPPERARY RD
052-629-010-92

Tipperary Rd

S Hill Rd

0 SOUTH
HILL RD
052-452-007-00

2821 S HILL RD
052-452-006-00

0 TIPPERARY RD
052-452-008-50

2821 S HILL RD
052-452-008-00

9th Ave W

