

8-29-24 Final Final



GOOD FAITH OFFER PAYMENT WORKSHEET & SUMMARY (Just Compensation)

ATC File Number: OMD-NBL0570 Line Designation: OMDY11 Date: 08/28/2024

LANDOWNER INFORMATION:

OWNER: The City of Gladstone, a Michigan Municipal Corporation

Address: 1100 Delta Avenue Gladstone, MI 49837

Phone #: _____

347.0000 X 141.0000 = 0.6300 acre X \$35,000.00 / acre = \$22,050.00
length width acres* Price per acre Value of land

\$ value of land X Easement factor (0-1.0) = \$ value of easement acquisition

Table with 2 columns: Description and Amount. Rows include Payment for Easement Compensation (\$22,100.00), Incentive Payment (\$2,500.00), Payment for permission to apply herbicide (\$1,500.00), Misc. payments described below, and Total Payments (\$26,100.00).

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____.

Grantor City of Gladstone

Witness

Name and Title

Witness

Name and Title

**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

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

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____,
_____, and _____ of the above-named The City of Gladstone, a
Michigan Municipal Corporation 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 Becky Welch and checked by Keith Frank Jr on behalf of the American
Transmission Company, LLC PO Box 47, Waukesha, WI 53187-0047.

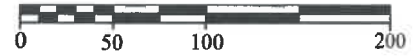
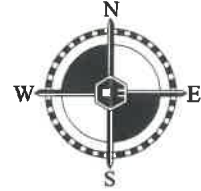
Return to:
Steigerwaldt Land Services, Inc.
856 North 4th St.
Tomahawk, WI 54487
Attn: Real Estate Department

OMD-NBL0570

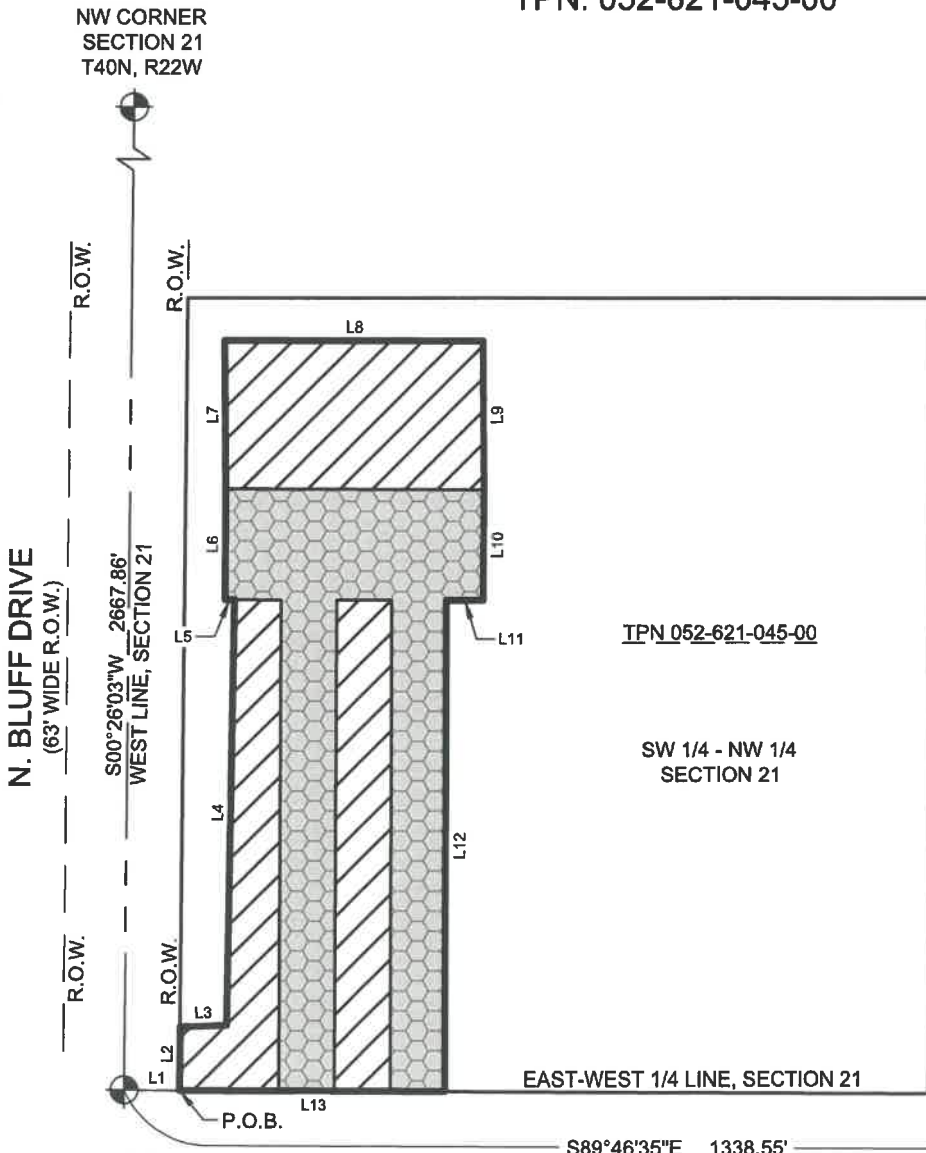
EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: OMD-NBL0570

TPN: 052-621-045-00



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	N89° 58' 51"W	20.17'
L12	S00° 01' 09"W	266.22'
L13	N89° 46' 35"W	143.50'

W 1/4 CORNER SECTION 21 T40N, R22W

S89°46'35"E 1338.55'

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

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

MAP KEY	
	ATC NEW EASEMENT AREA (27,299 SQFT / 0.63 ACRES ±)
	ATC EXISTING EASEMENT AREA, L.754, PG. 411, BASIS ID 556276 (24,370 SQFT / 0.56 ACRES ±)
	ATC TOTAL EASEMENT AREA (51,669 SQFT / 1.19 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:8/27/2024

SKETCH SCALE: 1" = 100'

Job # 231081-B

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 N89°58'51"W, a distance of 20.17 feet; thence S00°01'09"W, a distance of 266.22 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 143.50 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 51,669 sqft / 1.19 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



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EXHIBIT A

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SKETCH SCALE: N/A

Job # 231081-B