

8-29-24 Final Final



**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:

## **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) \_\_\_\_\_

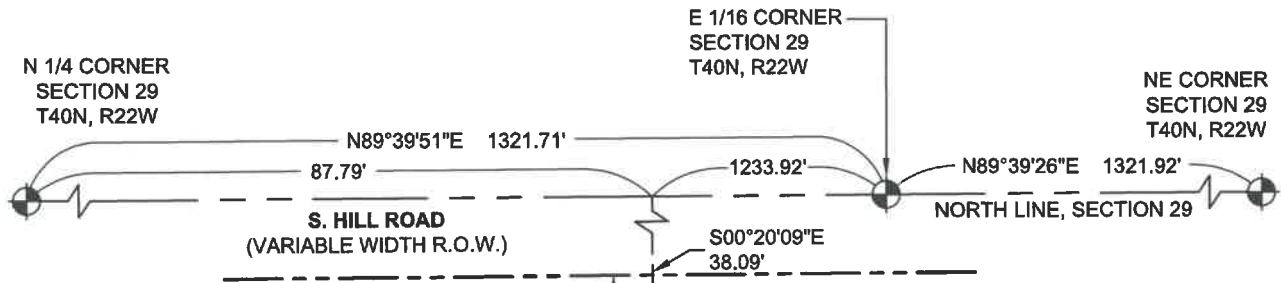
This instrument was drafted by Carol Ahles and checked by Doug Mathys on behalf of American Transmission Company, PO Box 47, Waukesha, WI 53187-0047.

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

# EASEMENT DESCRIPTION MAP (EXHIBIT A)

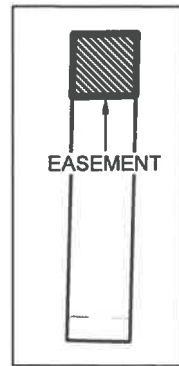
ATC ID: OMD-NBL0190

TPN: 052-452-007-00



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

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

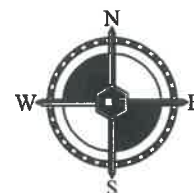


Line Table		
Line #	Bearing	Distance
L1	S01° 25' 46"W	22.58'
L2	S89° 34' 29"W	22.95'
L3	N01° 26' 29"E	22.61'
L4	N89° 38' 19"E	22.94'

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

NW 1/4 - NE 1/4  
SECTION 29  
BLOCK 2  
MASHEK-BUCKBEE ADDITION

PART OF  
LOT 7



1 INCH = 30 FEET

### LEGEND

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

### 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

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### EXHIBIT A

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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



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### EXHIBIT A

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SKETCH SCALE: N/A

Job # 231081-B