



Hand Delivered:

April 20, 2017

Milwaukee County
County Courthouse, Room 105
901 N. 9th Street
Milwaukee WI 53233

RE: ATC EASEMENT ACQUISITION - HAZARD TREE RIGHTS

Dear Sir/Madam:

American Transmission Company LLC (ATC) owns an easement that crosses your property in the City of Greenfield, Milwaukee County, Wisconsin. ATC is proposing the acquisition of a supplemental transmission line easement for the purpose of removing hazard trees.

This packet contains documents pertaining to ATC's acquisition of the above referenced Supplemental Easement. Following is a description of pertinent documents as well as ATC's offer to purchase the hazard tree easement.

Supplemental Easement - ATC holds existing easement rights on your property. The proposed supplement allows ATC to remove hazard trees on your land for the continued safe operation and maintenance of our transmission line on your property.

The Rights of Landowners Under Wisconsin Eminent Domain Law. In accordance with statutory and administrative requirements, this pamphlet is intended to give you information about the rights of property owners, Wisconsin's eminent domain procedure, and the condemnation process. A pamphlet prepared by the Public Service Commission of Wisconsin under Wis. Admin. Code PSC § 113.0509 is also enclosed for your review.

Compensation Summary Sheet - This form summarizes the payments being offered as a part of the supplemental easement acquisition process.

Two Appraisal Waiver Form - If you believe that ATC's offering price as shown on the payment summary sheet is fair and reasonable, you may wish to waive your right to receive two (2) appraisals as provided for under Wisconsin eminent domain law. ATC will compensate you with an appraisal waiver payment in the amount of \$3,000.00 per appraisal, or \$6,000.00. If you are not satisfied with the offering price and would like an appraisal to be prepared, we will initiate the appraisal process and provide you with an appraisal. You are under no obligation to waive this appraisal process.

Helping to **keep the lights on**, businesses running and communities strong®

Waiver of Right to Appeal and Addendum – Under Wisconsin eminent domain law, you have the right to appeal the amount of compensation paid by ATC. However, if you are satisfied with your amount of compensation, you may wish to waive your right of appeal. ATC will compensate you with an appeal waiver payment of \$2,500.00. Again, you are under no obligation to waive this right to appeal.

Tree Disposition Agreement - If ATC is required to remove trees and brush, you may indicate how you wish to have the trees and brush disposed.

After you have had a chance to review the material, please contact me at (920) 296-4687 or at boosterhouse@landservicecompany.com to schedule an appointment and to discuss any questions or concerns you may have regarding this project.

Thank you for your consideration of this information.

Sincerely,



Bob Oosterhouse
Contract Real Estate & Right-of-Way Agent Representative for American Transmission Company LLC
Land Service Company
222 W. Midvale Blvd.
Madison, WI 53705
(920) 296-4687

Enclosures:

- Department of Administration Pamphlet
- PSCW Pamphlet
- Vegetation Management Brochure
- Supplemental Easement
- Two Appraisal Waiver Form
- Appeal Waiver Form and Addendum
- Tree Disposition Agreement
- Compensation Summary Sheet
- Return Envelope

**SUPPLEMENTAL EASEMENT
CERTIFICATE OF COMPENSATION
NOTICE OF RIGHT OF APPEAL**

Document Number

This agreement, dated this _____ day of _____, 2017 by and between the undersigned Grantor(s) **Milwaukee County, a municipal corporate body, (hereinafter referred to as "Grantor")**, and **American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin Corporation (hereinafter jointly referred to as Grantee), and**

WHEREAS, Grantee has previously acquired certain easement rights over and across lands of grantors pursuant to an easement granted by Milwaukee County, a municipal body corporate to Wisconsin Electric Power Company, dated December 20, 1979, and recorded in the Office of the Register of Deeds in and for Milwaukee County, State of Wisconsin, on the 16th day of January, 1980, on Reel 1272, Image 1034 as Document No. 5377679, hereinafter referred to as the Original Easement. Said Original Easement was assigned to American Transmission Company LLC on December 22, 2000 and said assignment was recorded on the 17th day of January, 2001, as Document No. 8013166;

WHEREAS, said Original Easement affected premises located in the NE ¼ of Section 19 and the SE ¼ of Section 18, all in Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, 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 to erect, maintain, and operate a high voltage transmission line for transmitting electric current, the right to enter the easement to survey the transmission line, erect, repair, patrol, replace and remove the same, including all other acts necessary for the proper erection, maintenance, safeguarding and operation of the line, and the right to control all brush and trees within the easement by cutting or trimming as determined by the Grantee.

WHEREAS, such Original Easement further included an exception to the Grantor allowing presently existing or future low-growing ornamental-type trees, not exceeding eighteen (18) feet in height within the easement area; and

WHEREAS, Grantee has determined a need to prohibit such exception contained in the Original Easement for presently existing or future low-growing ornamental-type trees, not exceeding eighteen (18) feet in height within the easement area, as it poses a threat to the safe and reliable operation of the transmission line;

NOW, THEREFORE, for and in consideration of the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee, its successors, licensees, lessees, tenants, subsidiaries, subtenants and assigns, the supplemental and perpetual right and easement to prohibit any presently existing or future low-growing ornamental-type trees within the easement, and the further right for Grantee to remove any presently existing low-growing ornamental-type trees within the easement.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said hazard trees or tree parts.

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.

Recording Area

Return To:
Land Service Company
Attn: Real Estate
222 North Midvale Boulevard
Madison WI 53705

Parcel Identification Number(s)
5669998000, 5639993002, 5639992000,
5639989001

Grantor and its successors, assigns, heirs, executors and administrators, covenant and agree to and with Grantee, its successors and assigns, that at the time of the ensembling and delivery of this easement they are well seized of said property above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all encumbrances whatever, except: None.

Grantor hereby grants this easement as it relates to Grantor's property. As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor, by the execution of this Supplemental Easement, hereby voluntarily waives the five-day review period, or by so executing, acknowledges that they have had at least five (5) days to review such materials.

Grantor also hereby accepts a lump sum payment in consideration of the grant of this easement.

This Supplemental Easement shall be binding upon and/or inure to the benefit of the heirs, successors or assigns of all parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2017.

GRANTOR: MILWAUKEE COUNTY, A MUNICIPAL BODY CORPORATE

By _____ Signature
Printed Name: _____
Title: _____

By _____ Signature
Printed Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF)

Personally came before me this _____ day of _____, 2017, _____, and _____, of the above named municipal corporation, known to me to be the persons who executed the foregoing instrument and to me known to be such _____ and _____ of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) _____

This instrument was drafted by Daniel J. Hlavaty on behalf of American Transmission Company, PO Box 47, Waukesha, WI 53187-0047.

EXHIBIT A

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt whereof is hereby acknowledged, the undersigned grantor, MILWAUKEE COUNTY, a municipal body corporate of the State of Wisconsin, owner, does hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

a Wisconsin corporation, grantee, its successors and assigns, the right, permission and authority to construct, erect, install, operate, maintain and replace six (6) transmission line structures of such material as grantee may select, together with the necessary footings, stub supports, and underground accessories, in such locations as may be from time to time selected by grantee upon, along, over and across all that part of the grantor's premises contained within the boundaries of the hereinafter described strip of land one hundred fifty (150) feet in width, being a part of the premises of the grantor in the Southeast one-quarter (SE 1/4) of Section Eighteen (18), and the Northeast one-quarter (NE 1/4) of Section Nineteen (19), all being in Township Six (6) North, Range Twenty-one (21) East, City of Greenfield, Milwaukee County, Wisconsin; said strip of land being shown on the Exhibit "A" attached hereto and made a part hereof, and the center line of said strip of land being described as follows:

Beginning at a point in the south line of the Northeast 1/4 of said Section 19, which point is 950 feet west of the southeast corner of the Northeast 1/4 of said Section 19; running thence northerly in a straight line through the Northeast 1/4 of said Section 19 to a point in the south line of the Southeast 1/4 of Section 18, Town and Range aforesaid, which point is 947 feet west of the east line of the Southeast 1/4 of said Section 18; running thence northerly in a straight line to a point in the Southeast 1/4 of Section 18, which point is 952.1 feet west of the east line and 115 feet south of the north line of the Southeast 1/4 of said Section 18; running thence North 25°53'50" West to a point in the north line of the Southeast 1/4 of said Section 18, which point is 1011.55 feet west of the northeast corner of the Southeast 1/4 of said Section 18, said point being the end of the center line being described.

APPROVED
FOR
DESCRIPTION
L. P. W.
ENGINEERING DIV.
COUNTY D. P., W.

EXHIBIT A

The right, permission and authority is also granted to grantee to string, install, operate, maintain and replace wires and cables on said transmission line structures, supported by the necessary crossarms and appliances, over and across said strip of land for the purpose of transmitting electric energy. Said wires and cables shall be strung so as to have ground clearance not less than specified by the latest edition of the Wisconsin Administrative Code.

The right, permission and authority is also conveyed to grantee to cut down and remove or trim all trees and overhanging branches now or hereafter existing on said strip of land with the exception of low-growing, ornamental-type trees not exceeding eighteen (18) feet in height, and to trim or cut down and remove all trees now or hereafter existing on the premises of the grantor located outside of said strip of land which, by falling, might interfere with or endanger said transmission line. Said grantee shall have the further right to trim or cut down and remove said low-growing, ornamental-type trees which exceed eighteen (18) feet in height or which interfere with the installation or maintenance of grantee's facilities, or which represent a hazard to such facilities.

The grantor covenants and agrees that no structures will be erected or inflammable material placed or accumulated, or trees planted on said strip of land with the exception of low-growing, ornamental-type trees not exceeding eighteen (18) feet in height, and the grantor further covenants and agrees the elevation of the existing ground surface within said strip of land 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 said strip of land for the

EXHIBIT A

purposes of constructing, patrolling, repairing, maintaining and replacing said transmission line facilities and exercising the rights herein acquired. The further right, permission and authority is also granted to grantee to enter in a reasonable manner upon the property of grantor outside of said strip of land for the further purpose of access to said strip of land to construct, erect, operate, maintain and replace said facilities.

This agreement shall be binding upon and/or inure to the benefit of the successors or assigns of all parties hereto.

IN WITNESS WHEREOF said MILWAUKEE COUNTY has caused these presents to be signed by its _____ County Executive, and attested to by its _____ County Clerk, and its corporate seal to be hereunto affixed this 20 day of December, 1979.

In presence of:

Donald F. Weber
Donald F. Weber

MILWAUKEE COUNTY
By William F. O'Donnell
County Executive

ATTEST:

Irene F. Paskowig
Irene F. Paskowig

By Thomas E. Jablonski
County Clerk

DOC # 5377679 #
RECORD 6.00

F CASH F 9.00

5377679

REGISTER'S OFFICE } 53
Milwaukee County, WI } 55
RECORDED AT 11 45 AM JAN 16 80

JAN 16 1980

REEL 1272 IMAGE 1034 to 1038 level
REGISTER OF DEEDS

EXHIBIT A

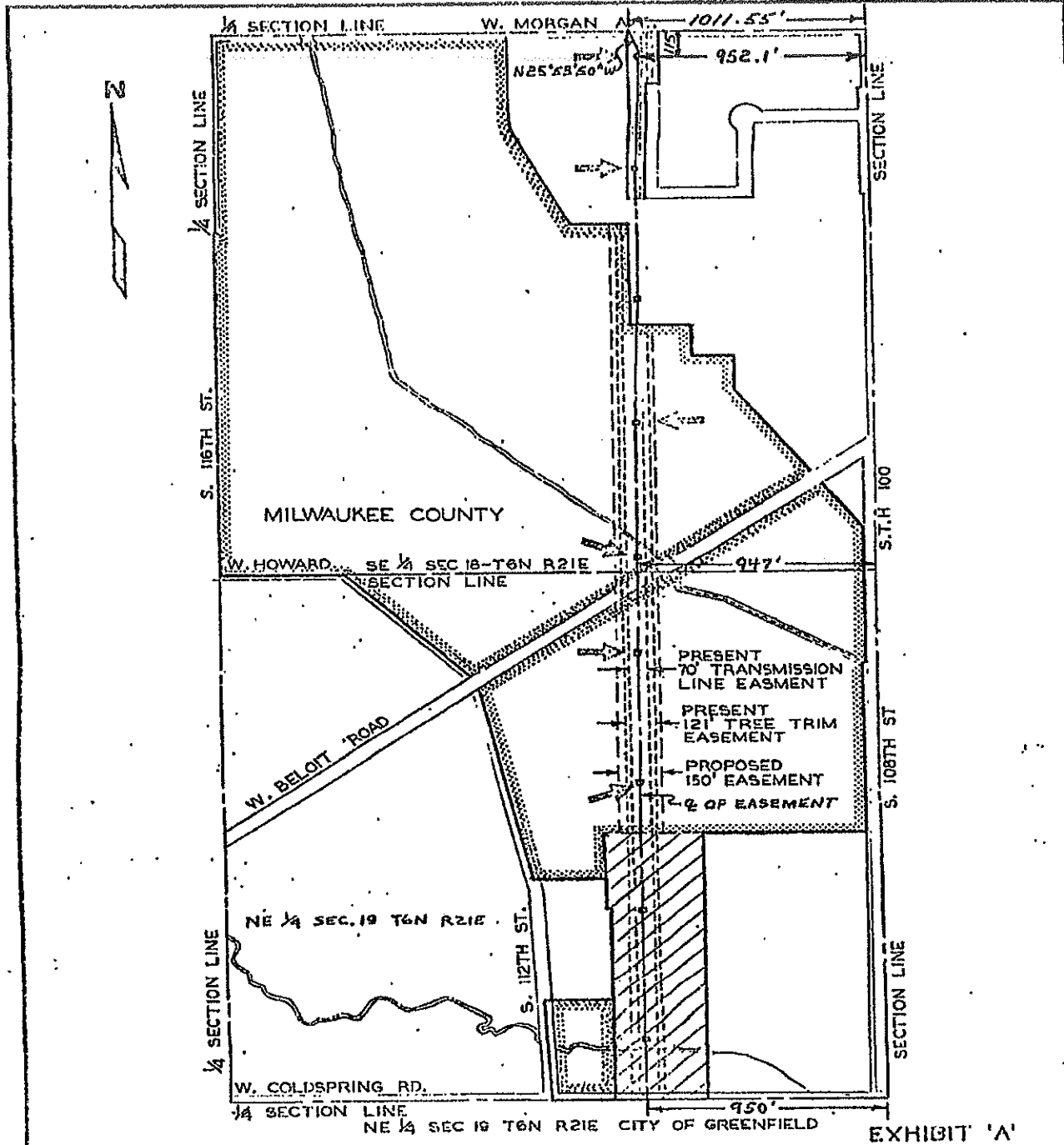
STATE OF WISCONSIN)
; SS
MILWAUKEE COUNTY)


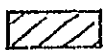

Personally came before me this 20th day of December, 1979, William F. O'Donnell, County Executive, and Thomas E. Zablocki, County Clerk, of the above named municipal corporation, known to me to be the persons who executed the foregoing instrument, and to me known to be such County Executive and County Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution File No. 79-483 adopted by its Board of Supervisors on 11/18/79, 1979.

Patrick F. McElwee
Patrick F. McElwee
Notary Public, Milwaukee Co., Wis.
My commission expires July 12, 1981

APPROVED:

INITIALS	DATE



-  INDICATES MILWAUKEE COUNTY PROPERTY
-  INDICATES MILWAUKEE COUNTY PROPERTY TO BE DEEDED TO WEP CO
-  TOWERS TO BE COVERED BY THIS EASEMENT

WISCONSIN ELECTRIC POWER CO.

NEW 345KV TOWER LINE EASEMENT REQUIRED OVER MILWAUKEE COUNTY LANDS IN THE CITY OF GREENFIELD.

DRAWN BY LOVINUS 9/24/10
APPROVED BY C. M. JENSEN

EXHIBIT "B"
CERTIFICATE OF COMPENSATION

SECTION 32.06 (2A) WISCONSIN STATS.

DATED THIS _____ DAY OF _____, 2017.

Pursuant to Section 32.06(2a) notice is hereby given of the acquisition of a certain easement attached hereto and made a part hereof by this reference. The names of all persons or parties having an interest of record in the property affected by such easement immediately prior to the acquisition of the easement are the following:

Grantor: Milwaukee County, a municipal body corporate

Mortgagee(s): None

Land Contract Vendor(s): None

Lienholder(s): None

Such Supplemental easement grants unto Grantee, its successors and assigns, the right, permission and authority to the supplemental and perpetual right and easement to prohibit any presently existing or future low-growing ornamental-type trees within the easement, and the further right for Grantee to remove any presently existing low-growing ornamental-type trees within the easement.

The total consideration paid for such easement was \$_____

NOTICE OF RIGHT OF APPEAL

In accordance with Section 32.06 (2a) Wisconsin Stats., any of the above named persons or parties shall have six (6) months from the date of the recording of this certificate to appeal the amount of compensation herein stated by filing a petition with the Judge of the Circuit Court of Milwaukee County, Wisconsin, who shall assign the matter to the Chairperson of the County Condemnation Commissioners for hearing under Sub. (8). Notification of such petition shall be made to all persons or parties having an interest of record in the above property, and the procedures prescribed under Subs. 9 (a) and (b), 10, 12 and Chs. 808 and 809 shall govern such appeals.



COMPENSATION SUMMARY

Date: April 20, 2017

LANDOWNER INFORMATION

Owner: Milwaukee County

Address: County Courthouse, Room 105, 901 N. 9th Street, Milwaukee WI 53233

Phone: (414) 278-4067

LEGAL DESCRIPTION: Part of the NE ¼ of Section 19 and the SE ¼ of Section 18, all in Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

Appraisal Waivers (2)	\$6,000.00
Appeal Waiver	\$2,500.00
Hazard Tree Rights	\$1,000.00
Other Compensation: _____	
Total Compensation	\$9,500.00



WAIVER – BOTH APPRAISALS

Section 32.06(2)(b), Wis. Stats.

WHEREAS, AMERICAN TRANSMISSION COMPANY LLC, hereinafter referred to as "Company," desires to acquire from the undersigned grantor an easement located in the NE ¼ of Section 19 and the SE ¼ of Section 18, all in Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin;

and

WHEREAS, the undersigned has been informed of their rights under Section 32.06(2)(b), Wis. Stats., to receive from Company a full narrative appraisal of the property interest sought to be acquired; to receive copies of any other appraisals made by Company of such interest; to obtain an appraisal by a qualified appraiser of such interest and to submit the reasonable costs of this appraisal to Company for payment; and

WHEREAS, the compensation offered by Company to the undersigned for the acquisition of such easement is fair and reasonable, and the undersigned wishes to dispense with the requirement for any appraisals.

NOW, THEREFORE, in consideration of the payments to be made by Company for the acquisition of such easement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby release and discharge Company from any obligation or responsibility for obtaining a full narrative appraisal, or any other appraisal, of the property interest sought to be acquired; does hereby release and discharge Company from any obligation or responsibility for providing the undersigned with copies of such appraisals; does hereby waive the right to obtain an appraisal by a qualified appraiser and to submit the reasonable costs of that appraisal to Company for payment; and does hereby release Company from and waive any and all rights or obligations imposed under Section 32.06(2)(b), Wis. Stats. This waiver and release is binding upon the successors and assigns of the undersigned.

In Presence of:

By: _____
Signature

Printed Name and Title

In Presence of:

By: _____
Signature

Printed Name and Title

Copy received this _____ day of _____, 2017.



WAIVER

Section 32.06(2)(a), WIS. Stats.

This instrument is executed this _____ day of _____, 2017, by the undersigned, whether one or more, (herein collectively the "Owner") and American Transmission Company LLC, a Wisconsin limited liability company, by its corporate manager, ATC Management Inc., (herein collectively "ATC").

WHEREAS, ATC has acquired an easement for electric line purposes over, under, and across certain real estate owned by the Owner and located in the City of Greenfield, County of Milwaukee, State of Wisconsin; and

WHEREAS, the Owner has been informed of its rights under Section 32.06 (2) (a) to appeal the amount of compensation paid for the acquisition of such easement rights by filing a petition with the judge of the circuit court of Milwaukee County for proceeding to determine the amount of just compensation; and

WHEREAS, ATC has indicated a willingness to pay to the Owner additional compensation, over and above the just compensation for the easement interest, in exchange for the waiver set forth herein.

NOW THEREFORE, for and in the consideration of the additional payments described herein by ATC, receipt of which is hereby acknowledged, and for other good and valuable consideration, which is also acknowledged, the Owner does hereby agree as follows:

1. Waiver. The Owner does hereby waive any and all rights of appeal as set forth in Section 32.06 (2) (a) Wis. Stats. with respect to the determination of just compensation for such easement interest.
2. Additional Compensation. For and in consideration of the foregoing waiver, ATC has paid to the Owners upon execution hereof, the following additional compensation:

\$2,500.00

This Agreement is binding upon the successors and assigns of the parties hereto.



TREE AND BRUSH DISPOSITION REPORT RIGHT-OF-WAY CLEARING

Date: April 17, 2017

LANDOWNER INFORMATION

Owner: Milwaukee County

Address: County Courthouse, Room 105, 901 N. 9th Street, Milwaukee WI 53233

Phone: (414) 278-4067

LEGAL DESCRIPTION: Part of the NE ¼ of Section 19 and the SE ¼ of Section 18, all in Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin.

AMERICAN TRANSMISSION COMPANY LLC, its agents, successors, assigns and manager, are hereby instructed to dispose of all trees and brush in the easement strip and danger timber outside of the easement strip, as said strip is described in that certain easement signed by:

Milwaukee County, a municipal body corporate

Dense, woody vegetation, including trees that are five (5) inches or less in diameter, within the easement strip shall be removed with brush mowing equipment. Mowing material (mulch and stumps) will remain. See attached ATC pamphlet "Managing vegetation around electric line transmission lines", dated 2/16 for further description of mowing procedure.

- 1) _____ Trees shall be cut down and left in full tree lengths (suitable for logs) with limbs removed and piled neatly on the edge of the easement strip. These trees shall be marked by the landowner (spray painted with a highly visible orange "X") prior to the forestry clearing work starting in the field.
- 2) _____ Trees and limb wood five (5) inches in diameter and larger shall be cut into approximate 100-inch lengths and piled neatly on the edge of the easement strip.
- 3) _____ Limb wood less than five (5) inches in diameter and brush shall be cleared from the easement strip and disposed of by one of the following methods (choose one of the following):
 - _____ Stack brush on the edge of the easement strip*
 - _____ Chip brush and blow chips into easement strip – ONLY if easement area is a maintained setting*
 - _____ Remove all tree and brush debris from premises, if easement area is a maintained setting**

*If the area where the trees, brush, or chips are to be placed is determined to be a delineated wetland, ATC will work with the landowner to determine appropriate disposition methods and area for placement prior to clearing.

**If the trees, brush, or chips to be removed are state-listed invasive species, ATC will discuss proper handling and management practices with the landowner prior to clearing.

Other: _____

Dated this ____ day of _____, 2017.

Witness

Signature

Printed Name and Title

Signature

Printed Name and Title

ADDENDUM

The undersigned landowner, this _____ day of _____, 2017 does hereby waive the Notice Of Right of Appeal as aforementioned in Exhibit "B"– Certificate of Compensation in accordance with Section 32.06(2)(a) of Wisconsin Statutes allowing named persons or parties six (6) months from the date of recording of this certificate to appeal the amount of compensation herein stated by filing a petition with the Judge of the Circuit Court.

GRANTOR: MILWAUKEE COUNTY, A MUNICIPAL BODY CORPORATE

By _____
Signature

By _____
Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF)

Personally came before me this _____ day of _____, 2017, _____, and _____, of the above named municipal corporation, known to me to be the persons who executed the foregoing instrument and to me known to be such _____ and _____ of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission expires (is) _____