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April 11, 2008

Mr. Jeff Warchol  
Assistant City Attorney  
City of West Allis  
7525 West Greenfield Avenue  
West Allis, WI 53214-4648

**Re: Trees between 3166 So. 112<sup>th</sup> and 3306 So. 112<sup>th</sup>; and on the west end of the strip mall on 11112 West National Avenue, running north from National to West Mequanigo Dr.**

Dear Jeff,

This letter will confirm our discussions since December 19, 2007 with respect to the trees growing in the above-referenced locations in the City of West Allis ("City"). We have agreed that American Transmission Company LLC ("ATC")'s easement rights in these areas include the right to cut down and remove all trees, and you understand that the tall growing trees in the easement must be removed. However, we discussed species and locations for substitute plantings that will not interfere with ATC's lines. The City has offered to remove the existing trees and then replace them with low growing species spaced so that they will not interfere with the operation of the transmission line. ATC is willing to agree to the following:

1. ATC will meet with City personnel on site to identify and mark the trees that require removal. ATC's cost to remove 33 trees in the area north of National Avenue would be \$8,980.00, and \$3,538.00 to remove all trees within ATC's easement area between 3166 So. 112<sup>th</sup> and 3306 So. 112<sup>th</sup> St. The trees marked for removal will be referred to in this letter as the "Trees." ATC agrees not to clear the Trees at this time, and will de-mobilize its crews in the area to give the City time to clear and replace the Trees in the spring of 2008.
2. The City agrees to cut and remove the Trees no later than July 1, 2008.
3. On completion of the removal of the Trees, the City will contact ATC Senior Engineer, Transmission Line Specialist, Chris Dailey. Mr. Dailey will inspect and confirm the removal of the Trees.
4. On confirmation that the Trees have been removed in a manner satisfactory to ATC, ATC will pay the City ATC's avoided clearing costs in the amount of \$12,518.00.
5. ATC further consents to the placement of certain low growing vegetation, at the City's expense, in the ROW. Replacement plantings in the ROW may include Thuja Occidentalis Techny Techny Arborvitae in the area North of National Avenue and South of Mequanigo Dr.

and Syringa Meyeri, Dwarf Korean Lilac on a four foot standard along the East side of South 112<sup>th</sup> St. between 3166 So. 112<sup>th</sup> St. and 3066 So. 112<sup>th</sup> St. All plantings must be placed in the locations specified by ATC. Replacement plantings may never grow to a height greater than fifteen feet, and may never interfere with the maintenance and operation ATC's transmission facilities.

6. In the event that the City fails to complete the removal on or before July 1, 2008, ATC will be forced to re-mobilize tree clearing crews into the area. ATC will then remove all Trees within the ROW to ensure that the clearing operations are complete in advance of summer loading conditions. ATC will invoice the City, and the City agrees to immediately reimburse all ATC's extra expenses incurred in de-mobilizing and re-mobilizing crews into the area.

7. The City agrees not to plant or cause tall growing species to be planted in ATC's transmission line ROWs in the future, nor to otherwise plant vegetation in transmission ROWs without contacting ATC.

8. The City agrees to maintain and prune all replacement plantings so that they will not interfere with ATC's transmission facilities, or access to the transmission facilities. So long as the City maintains and prunes the replacement plantings, ATC will not cut or prune the replacement plantings. ATC reserves and retains its rights to fully exercise its easement rights to the extent necessary to protect the transmission facilities or comply with regulations applicable to the transmission facilities and ATC's rights-of-way.

If this letter accurately reflects our discussions and agreement, I would appreciate it if you would execute one copy of this letter, and return it to my attention in the enclosed, self-addressed envelope. We thank the City for its cooperation and assistance in supporting ATC's efforts in providing a reliable and safe transmission system for the benefit of the City and its residents.

Very truly yours,



Katherine L. Andersen – Managing Attorney  
ATC Management Inc., Corporate Manager for  
American Transmission Company LLC

KLA:sie  
cc: Chris Dailey

Agreed to by The City of West Allis, this \_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_