

AMENDMENT TO  
AGREEMENT FOR CLARIFICATION  
OF HIGH VOLTAGE EASEMENT

Return To: NSP  
Siting & Land Rights  
JD Armstrong  
1414 W. Hamilton Ave., PO Box 8  
Eau Claire WI 54702-0008

17-10287-370, 17-10679-300  
17-10679-20, 17-10679-400  
7-20268-200, 17-20268-210  
17-20268-220  
Tax Parcel Number (PIN)  
This is NOT Homestead  
Property

Instrument made by City of La Crosse ("Grantor") and Northern States Power Company,  
a Wisconsin corporation ("Grantee" or "NSP").

WITNESSETH:

WHEREAS, Grantor's predecessor in title has previously conveyed unto Northern States Power Company, a Wisconsin corporation, an Agreement for Clarification of High Voltage Easement dated February 6<sup>th</sup>, 1992 (the "Easement"), which Easement was recorded at the Register of Deeds Office for La Crosse County, Wisconsin, on March 26<sup>th</sup>, 1992, as Document

No. 1065848 in Vol. 926 of Records, Page 61, and which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, Grantor is the fee simple owner of a portion of the real estate subject to the Easement located in the NE ¼ of the SE ¼, Section 28; NW ¼ of the SW ¼, SW ¼ of the SW ¼, SE ¼ of the SW ¼, SW ¼ of the SE ¼, Section 27; NW ¼ of the NE ¼, Section 34; all in T16N-R7W, Town of Medary, La Crosse County, State of Wisconsin (the "Grantor Property"); and

WHEREAS, Grantor and NSP desire to amend the Easement on the Grantor Property as provided for herein.

NOW THEREFORE, for and in consideration of the covenants contained in the Easement, and for other good and valuable consideration moving from each party to the other, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Recitals. The recitals hereto are hereby incorporated by reference.
2. Defined Terms. All defined terms used herein shall have the meanings set forth in the Easement, as modified by this Amendment.
3. Amendment. Grantor and NSP agree that the following specifications for the Easement as set forth therein are hereby amended as follows:

*The maximum height of all structures to be erected on the Easement Area is amended to 85 feet.*

4. Easement Terms. The terms and provisions of the Easement are hereby incorporated by reference. In the event of any conflicts or inconsistencies between this Amendment and the Easement, this Amendment shall control to the extent of such conflicts or inconsistencies.
5. Conservation Easement. Subsequent to the granting of the Easement to NSP, Grantor granted to Mississippi Valley Conservancy, Inc., a Wisconsin nonprofit corporation ("MVC"), a Conservation Easement dated December 14<sup>th</sup>, 2012, and recorded at the Register of Deeds Office for La Crosse County, Wisconsin, on December 19<sup>th</sup>, 2012, as Document No. 1612378. MVC is executing this Amendment for the purpose of acknowledgment.

(signatures on following pages)

Dated: \_\_\_\_\_

GRANTOR:

City of La Crosse, a Wisconsin municipality

By: [Signature]  
Name: Mitch Reynolds  
Title: Mayor

By: [Signature]  
Name: NIKKI M Elsen  
Title: City Clerk

STATE OF WISCONSIN )  
(ss.  
COUNTY OF LA CROSSE )

Personally came before me, this 27<sup>th</sup> day of May, 2021, the above named Mitch Reynolds, the Mayor and Nikki Elsen, the City Clerk of the City of La Crosse, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

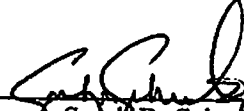


[Signature]  
Notary Public, State of Wisconsin  
My Commission Expires: 02-25-2025

Dated: May 17, 2021

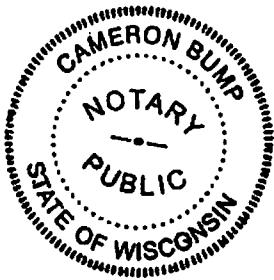
GRANTEE:

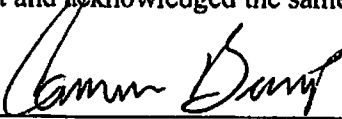
Northern States Power Company, a Wisconsin corporation

By:   
Name: Sarah B. Schwartz  
Title: Manager Siting & Land Rights

STATE OF WISCONSIN )  
(ss.  
COUNTY OF EAU CLAIRE)

Personally came before me this 17<sup>th</sup> day of May, 2021, the above named Sarah B. Schwartz, to me known to be the Manager of Siting & Land Rights of Northern States Power Company, a Wisconsin corporation ("Grantee"), and to me known to be the person who executed the foregoing instrument and acknowledged the same in the aforesaid capacity.



  
Notary Public, State of WISCONSIN  
My Commission Expires: 04/14/2024  
Cameron Bump

Dated: 05/14/2021

Mississippi Valley Conservancy, Inc., a Wisconsin non-stock corporation

By: Susan K Dillenbeck  
Name: Susan K. Dillenbeck  
Title: President

STATE OF WISCONSIN    )  
  (ss.  
COUNTY OF LA CROSSE    )

Personally came before me, this 14<sup>th</sup> day of May, 2021, the above named Susan K. Dillenbeck, the President of Mississippi Valley Conservancy, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Nancy L. Larson  
Nancy L. Larson  
Notary Public, State of Wisconsin  
My Commission Expires: 12/25/2022



This instrument drafted by: JD Armstrong, an employee of Xcel Energy Services Inc.

EXHIBIT A

1065848 39900 VOL 926 PAGE 61

AGREEMENT FOR CLARIFICATION OF HIGH VOLTAGE EASEMENT (WISCONSIN)

Name: Encore Properties

Line 3203 Parcel: 03

THIS INSTRUMENT between the undersigned, ("Grantor") and Northern States Company, ("NSP"), a Wisconsin corporation, duly authorized to transact business in the States of Wisconsin and Michigan, with an office at 100 N. Barstow, Eau Claire, Wisconsin.

RECORDING DATA

RECORDED AT 10:30 AM

MAR 26 1992

MARY C. HOLINKA REGISTER OF DEEDS La Crosse County, WI

WITNESSETH

WHEREAS, the Grantor owns certain lands in the Town of Madary, County of LaCrosse, State of Wisconsin, ("Property"), and,

RETURN TO: James P. Schappke NSP, Land Department P.O. Box 9 Eau Claire, WI 54702-0008

WHEREAS, NSP acquired an easement granted by a documents dated 1/19/88, 1/30/88, 2/11/88 recorded in the office of the Register of Deeds for LaCrosse County, State of Wisconsin, on 1/19/88, 1/30/88, 2/11/88, in Vol. 258, 268, 268, Pages 177, 182, 212, Document No. 681232, 681233, 682024.

WHEREAS, the parties desire to more clearly describe the location and extent of the easement rights required for NSP's use and maintenance of such facilities to conduct electric, light, and communication impulses through, over and across the Property.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration exchanged between the parties, it is agreed:

NSP, on behalf of itself, its successors and assigns, shall restrict its use of the Property to a strip of land ("Easement Area"), described as follows:

A Right-of-Way easement strip 100 feet in width located in the NE1/4 of the SE1/4, Section 26, NW1/4 of the SW1/4, SW1/4 of the SW1/4, SE1/4 of the SW1/4, SW1/4 of the SE1/4, Section 27, NW1/4 of the NE1/4, Section 34, T16N-R7W, Town of Madary, LaCrosse County, Wisconsin.

Said Easement strip lies 50 feet on either side of a centerline that commences at a point approximately 528 feet North of the Southwest corner of the NW1/4 of the SE1/4, Section 26; thence extends Easterly to a point of turning approximately 430 feet North and approximately 490 feet East of the Southwest corner of the NE1/4 of the SE1/4, Section 26; thence Easterly to a point on the East line of the SW1/4 of the SW1/4, Section 27, approximately 130 feet South of the Northeast corner; thence Easterly to point of turning approximately 515 feet East and approximately 275 feet South of the Northwest corner of the SE1/4 of the SW1/4, Section 27; thence Easterly to a point of turning approximately 720 feet North and approximately 525 feet West of the Southeast corner of the SE1/4 of the SW1/4, Section 27; thence Southerly to a point of turning approximately 120 feet North of the Southeast corner of the NW1/4 of the NE1/4, Section 34, there terminating.

It is the further intent of this description to define the centerline of the Grantee's existing transmission line that is located and constructed on the property of the Grantor on this date.

The easement granted herein involves a strip of land approximately 7,000 feet in length along the centerline of the transmission line and approximately 100 feet in width.

NSP shall have the right to string, install, operate, maintain, and replace one circuit(s) consisting of a total of three wires and/or cables together with two shield wires on said facility. The wires and cables shall carry a nominal voltage of 161,000 with a maximum voltage of 169,000. Said wires and cables shall be strung so as to have ground clearance of not less than that established by the National Electrical Safety Code in effect at the time of construction.

The number and type of all structures erected or to be erected on said lands shall be: nine two, three pole structures, and seven H-structures as of the date of construction.

NBP shall have the perpetual right, privilege and easement to survey, construct, operate, maintain, repair, rebuild, relocate, reconstruct, replace, and remove all towers, structures, poles, crossarms, cables, wires, guys, supports, fixtures, and devices and other facilities and appurtenances (collectively referred to as "Facilities"), necessary for the purposes of conducting electric energy, light, and communication impulses, through, over, and across the Easement Area.

Together with the associated rights to: 1) erect, reasonable signs for the purpose of monumenting the boundaries of the Easement Area. 2) have reasonable ingress and egress for personnel, equipment and vehicles to and from said Easement Area across the property of Grantor adjacent thereto. 3) trim, cut down and remove all brush, trees, and overhanging branches now or hereafter existing on said Easement Area. 4) trim, cut down and remove trees now or hereafter existing on the property of Grantor located outside of said Easement Area which by falling might interfere with or endanger the Facilities.

Within said Easement Area, until Grantor obtains prior written consent of NBP, Grantor shall not: 1) erect any buildings, structures, or other improvements, whether permanent or temporary. 2) place or store any flammable materials. 3) park or store any machinery or equipment. 4) plant any trees. 5) perform any act which will interfere with or endanger said facilities, or 6) alter by more than one (1) foot the elevation of the existing ground surface.

NBP shall pay for all damages to crops, fences, livestock, road, and fields caused by the construction or maintenance of said Facilities. Claims on account of such damages may be referred to the nearest NBP office.

Attached hereto as Exhibit "A" are terms incorporated in this document pursuant to Section 103.017 Wis. Stats. All modifications to such terms shall be effective only if marked and initialed by Grantor and NBP on such Exhibit.

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, I/We have hereto set my/our hand(s) and seal this 6 day of FEBRUARY, 1992.

Grantor(s)

Name: Charles F. Mathy  
Name: CHARLES F. MATHY

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF LACROSSE )

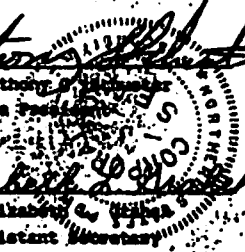
Personally came before me, this 6 day of February, 1992, the above named Charles F. Mathy to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Debra L. Knutson  
Notary Public, State of Wisconsin  
My Commission Expires: 11/5/95

ATTACHED TO AND MADE A PART OF CLARIFICATION OF EASEMENT  
DATED FEA 6, 1992.  
BETWEEN NORTHERN STATES POWER CO. and Encore Properties  
LINE 1202, PARCEL 5

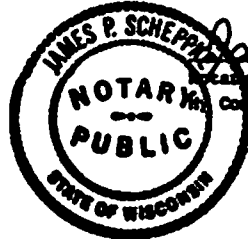
Northern States Power Company

*Anthony G. Schuster*  
Name: Anthony G. Schuster  
It's Vice President  
By: *Elizabeth K. Grabek*  
Name: Elizabeth K. Grabek  
It's Assistant Secretary



STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF EAU CLAIRE )

Personally came before me, this 2 day of MARCH, 1992, the above Anthony G. Schuster and Elizabeth K. Grabek to me known to be the Vice President and Assistant Secretary of said Corporation and acknowledged that they executed the foregoing instrument as such officers of said Corporation, by its authority.



*James P. Schygen*  
Notary Public, State of Wisconsin  
Commission Expires: 7/31/95

THIS INSTRUMENT DRAFTED BY: James P. Schygen, acting on behalf of Northern States Power Company.

Doc: sgathv02  
r11/20/91



As used herein "Landowner" shall mean Grantor and the "Utility" shall mean Northern States Power Company.

1. In constructing and maintaining the high-voltage transmission line on the property covered by the easement to which this Exhibit "A" is attached, the Utility shall:

- a. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.
- b. Restore to its original condition any slope, terrace or waterway which is disturbed by the construction or maintenance.
- c. Insofar as is practicable and when the Landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
- d. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
- e. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the Landowner's request.
- f. Repair any drainage tile line within the easement damaged by such construction or maintenance.
- g. Pay for any crop damage caused by such construction or maintenance.
- h. Supply and install any necessary grounding of a Landowner's fences, machinery or buildings.

2. The Utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed or brush control without the express written consent of the Landowner. If weed or brush control is undertaken by the Landowner under an agreement with the Utility, the Landowner shall receive from the Utility a reasonable amount for such services.

3. The Landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the Landowner fails to do so, the Landowner shall nevertheless retain title to all trees cut by the Utility.

4. The Landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

5. The Utility shall employ all reasonable measures to ensure that the Landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

6. The Utility may not use any lands beyond the boundaries of the easement for any purpose, include ingress to and egress from the right-of-way, without the written consent of the Landowner.

The undersigned Landowner, this 6 day of FEBRUARY, 1992, do(es) hereby waive the rights provided in the foregoing paragraphs of the Exhibit "A": Paragraph: \_\_\_\_\_

In Presence Of

Joe P. Schmal (Att. Sec. 1137)  
Name: \_\_\_\_\_

Grantor:

Charles F. Mauthy  
Name: CHARLES F. MAUTHY

Name:

Name:

1065848 <sup>1111</sup>39900

Charles J. Mathy  
to  
Northern States  
Power Company

*Letter: James P. Schoppa, 7:5 P.*

*7111-28  
W. J. W. T  
De. 11/17/27 } 16-7  
De. 11/17/27  
NOTE - 34*

*Case*  
**Lino 3206**  
OFFICE OF REGISTER OF DEEDS  
LACROSSE COUNTY, WISCONSIN  
Received for record **MAR 26 1992**  
at *12:30* o'clock *P* M and  
recorded in Volume *826* Page *61*  
of Records

*Mary C. Linka*  
REGISTRAR  
*16 10*