



September 20, 2021

Dear City of La Crosse:

Northern States Power Company, a Wisconsin corporation, d/b/a Xcel Energy ("Xcel Energy"), is rebuilding an electric transmission line in your area. The transmission line will be rebuilt on your property in the same location as it is currently situated. In other words, the easement area will not be changing. WSB is assisting Xcel Energy.

The existing easement rights that Xcel Energy holds on your property allow for the rebuilding of the transmission line. However, when the transmission line is rebuilt, the structures may be in a slightly different location or different structure type than what is currently on your property. As such, we are enclosing a proposed Agreement for Clarification of High Voltage Easement ("Clarification"). The Clarification will clearly describe the location and extent of the easement rights. Included in this packet is the existing easement document.

Xcel Energy is offering to pay you the sum of \$1,000.00 for this Clarification. If you are in agreement, please contact me and we will make arrangements for you to execute the document and to receive payment. If you decide not to accept our offer to clarify the current easement, please let me know by October 8, 2021. If I do not hear from you by that date, we will proceed with the acquisition of the Clarification following the statutory process.

Please feel free to contact me with any questions or concerns. I can be reached at 763-898-6226 or dtollefson@wsbeng.com.

Sincerely,

Don Tollefson
WSB
763-898-6226
dtollefson@wsbeng.com

Please send completed documents to:

WSB/XCEL
Don Tollefson
551 84th Ave NW
Coon Rapids, MN 55433

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

HIGH VOLTAGE EASEMENT

Name: City of La Crosse, a municipal corporation

AGREEMENT FOR CLARIFICATION OF HIGH VOLTAGE EASEMENT

(WISCONSIN)

THIS INSTRUMENT is between the undersigned ("Grantor") and Northern States Power Company, a Wisconsin corporation, herein referred to as "NSP", duly authorized to transact business in the States of Wisconsin and Michigan, with an office at 1414 W. Hamilton Ave., Eau Claire, WI.

RECITALS

- A. Grantor owns real property in the City of La Crosse, County of La Crosse, Wisconsin ("Property"), described as follows:

Fee title in and adjacent to the following tract of land in La Crosse County, State of Wisconsin, described as a parcel of land in the T16N, R7W; Section 21, the SE ¼ - NW ¼ thereof. Said parcel includes all land of the owner contained within the following traverse:

Commencing at the center of said Section 21 (a Bernsten Monument); thence N71°18'49"W, 198.13 feet to the point of beginning of said traverse; thence N87°48'57"W, 553.91 feet along the existing North right-of-way line of CTH B; thence N87°48' 32"W, 235.72 feet along the existing North right-of-way line of CTH B; thence N48°44'18"E, 610.89 feet; thence N1°1' 12"E, 270.32 feet; thence N48°44'18"E, 248.74 feet to a point, said point hereinafter referred to as Point "A"; thence N48°44'18"E, 163.46 feet; thence S7°37'32"W, 477.89 feet; thence S4°1'35"W, 450.00 feet; thence S64°25'50"E, 121.75 feet to the point of beginning of said traverse.

Also, another tract of land lying in said Section 21 the SE 1/4 - NW 1/4 & NE 1/4 - NW 1/4 thereof. Said parcel includes all land of the owner contained within the following traverse:

Commencing at Point "A" described above; thence N4°01'35"E, 284.28 feet along the centerline of said River Valley Drive to the intersection of the North line of the Chicago and Northwestern Railroad right-of-way and the point of beginning of said traverse; thence S48°44'18" W, 227.42 feet along said North line; thence N3°27'14"W, 268.85 feet; thence N8°18'56"E, 802.25 feet; thence S85°58'25"E, 10.00 feet; thence S0°19'25"E, 791.06 feet; thence S48°44'1" E, 163.46 feet to the point of beginning of said traverse.

Also, another tract of land being all of the land of the owner in the East 350 feet of the SE 1/4 of the NW 1/4 of said Section 21.

Said parcel contains 81.0 acres, more or less, exclusive of lands previously acquired or now being used for highway purposes.

No rights of access shall accrue between the right-of-way of the proposed highway and all of the abutting remaining property of the owner.

Also, all existing, future, or potential common law or statutory easements or rights of access between the right-of-way of the proposed highway and its ramps and approaches; and all of the abutting remaining real property of the owner; whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: The land of the owner in the SE ¼ - NW ¼ and the NE ¼ - NW 1/4 of Section 21, T16N, R7W.

River Valley Drive

Part of the Northeast Quarter of the Northwest Quarter of Section 21, Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, described as follows: Beginning at the Northeast corner of said Quarter-Quarter, Thence West along the North line of said Quarter-Quarter, 400.00 feet; Thence South along a line parallel to and 400.00 Foot West of the

RETURN TO: NSP

Siting & Land Rights

1414 W. Hamilton Ave., PO Box 8
Eau Claire, WI 54702-0008

PIN: 17-10286-43

East line of said Quarter-Quarter, 561.,00 Feet more or less to the Northerly line of a parcel acquired for River Valley Drive (State Project 5991-05-32); Thence Easterly along said Northerly line and extended Northerly line to the East line of said Quarter-Quarter; Thence Northerly along and East line 584 Feet more or less to the Point of Beginning.

- B. The parties desire to more clearly describe the location and extent of easement rights required for NSP's use and maintenance of such facilities to conduct electric energy, light, and communication impulses upon, through, over, under and across the Property.
- C. NSP acquired an easement granted by a document recorded in the office of the Register of Deeds for La Crosse County, State of Wisconsin, on July 22, 1938, as Document No. 373947 (the "Original Easement"). NSP also reserved an easement in a deed recorded in the Office of the Register of Deeds for La Crosse County, State of Wisconsin, on October 16, 1987, as Document No. 1001244 (the "Reservation").

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the foregoing Recitals, which are incorporated herein, and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

The easement granted herein involves a strip of land approximately 588 feet in length along the centerline of the electric line and approximately 100 feet in width (50 feet on either side of the centerline of the electric line)(the "Easement Area").

NSP shall have the right to string, install, operate, maintain, and replace «NumCircuits» transmission circuit(s) consisting of a total of three (3) wires and/or cables together with two (2) shield wires on said Facility. The wires and cables shall carry a nominal voltage of 161,000 with a maximum voltage of 169,050. 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. NSP shall have the right to install additional Facilities for the transmission and/or distribution of energy, light, and communication impulses.

The number, maximum height, and type of all poles to be erected on said lands shall be: one (1), 86 foot, 2-pole wood as of the date of construction.

NSP and its successors and assigns 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, transmission and/or distribution, light, and communication impulses, through, over, and across the Easement Area.

NSP shall also have the full right and authority to (1) reasonably access the Easement Area and the Facilities over and across the Property for the purpose of maintaining, replacing and constructing the Facilities; (2) reasonable temporary use by NSP of the Property adjacent to the Easement Area during construction, repair or replacement of the Facilities; and (3) cut, remove, prune or otherwise control all trees, brush and other vegetation on or overhanging the Easement Area or located outside of the Easement Area which by falling might interfere with or endanger the Facilities.

Grantor agrees that it will not perform any act on the Easement Area which will interfere with or endanger the Facilities. Grantor shall not locate any structure or obstruction, nor plant any trees, shrubs, bushes or plants of any kind, nor change the ground elevation within the Easement Area without the express written consent of NSP.

NSP shall pay for all damages to the Property, crops (other than trees trimmed or cut down and removed), 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 NSP office.

Grantor covenants with NSP, its successors and assigns, that Grantor is the owner of the above described Property and has the right to sell and convey an easement in the manner and form aforesaid.

Grantor agrees to execute and deliver to NSP, at NSP's cost, without additional compensation, any additional documents needed to correct the legal description of the Easement Area to conform to the right of way actually occupied by the Facilities.

It is mutually understood and agreed that this instrument covers all agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

The rights granted herein may be exercised at any time subsequent to the execution of this document and said rights shall continue until such time as NSP, its successors and assigns have notified Grantor, its successors or assigns, that NSP has abandoned and relinquishes its easement rights. Following such notification by NSP, Grantor, its successors or assigns may require by written notification that NSP remove all of its Facilities from the Easement Area at NSP's expense, or if no notification is given, then NSP may decide to abandon such Facilities in place. NSP shall deliver a recordable release of easement to be recorded at the expense of Grantor or its successor or assigns.

Attached hereto as Exhibit "A" are additional landowner rights regarding the use of the Easement Area by NSP.

All provisions of this Easement, including the benefits and burdens, shall be deemed to run with title to the Property and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto as fully as upon themselves.

[continued on the next page]

IN WITNESS WHEREOF, I/We have hereto set my/our hand(s) and seal this ____ day of _____, 2021.

Grantor: City of La Crosse, a municipal corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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

Personally came before me, this ____ day of _____, 2021, the above named _____ and _____, the _____ and _____ of the City of La Crosse, a municipal corporation, to me known to be the persons who executed the foregoing instrument in his/her capacity and acknowledged the same.

Notary Public, State of Wisconsin.
My Commission Expires: _____

Attached To And Made A Part Of AGREEMENT FOR CLARIFICATION OF HIGH VOLTAGE EASEMENT

Dated _____, 2021

Between Northern States Power Company, a Wisconsin corporation, and City of La Crosse, a municipal corporation

Dated: _____

NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION

By _____

Sarah B. Schwartz, Manager
Siting & Land Rights
Xcel Energy Services, Inc.
An Authorized Agent for Northern States Power Company,
a Wisconsin corporation

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

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by Sarah B. Schwartz, Authorized Agent for Northern States Power Company, a Wisconsin corporation, on behalf of the corporation.

Notary Public, State of Wisconsin
My Commission Expires: _____

EXHIBIT "A"

"Landowner Rights" under Sec. 182.017 Wis. Stats.

Line: W3203, Parcel #: 17-10286-43

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

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 topsoil 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. 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. No herbicidal chemicals may be used for weed or brush control without the express written consent of the Landowner.

_____ The foregoing statement notwithstanding, the Landowner, by INITIALING IN THE SPACE AT LEFT, hereby grants written consent to the Utility to use HERBICIDAL chemicals for weed and brush control.

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, including ingress to and egress from the right-of-way, without the written consent of the Landowner.

_____ The foregoing statement notwithstanding, the Landowner, by INITIALING IN THE SPACE AT LEFT, hereby grants its written consent for the Utility to use any land beyond the boundaries of the easement for ingress and egress for personnel, equipment and vehicles.

Executed this _____ day of _____, 202__.

In Presence Of

Grantor: City of La Crosse, a municipal corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

(Applies to accounts maintained outside the U.S.)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



September 20, 2021

Dear City of La Crosse:

Northern States Power Company, a Wisconsin corporation, d/b/a Xcel Energy (“Xcel Energy”), is rebuilding an electric transmission line in your area. The transmission line will be rebuilt on your property in the same location as it is currently situated. In other words, the easement area will not be changing. WSB is assisting Xcel Energy.

The existing easement rights that Xcel Energy holds on your property allow for the rebuilding of the transmission line. However, when the transmission line is rebuilt, the structures may be in a slightly different location or different structure type than what is currently on your property. As such, we are enclosing a proposed Agreement for Clarification of High Voltage Easement (“Clarification”). The Clarification will clearly describe the location and extent of the easement rights. Included in this packet is the existing easement document.

Xcel Energy is offering to pay you the sum of \$1,000.00 for this Clarification. If you are in agreement, please contact me and we will make arrangements for you to execute the document and to receive payment. If you decide not to accept our offer to clarify the current easement, please let me know by October 8, 2021. If I do not hear from you by that date, we will proceed with the acquisition of the Clarification following the statutory process.

Please feel free to contact me with any questions or concerns. I can be reached at 763-898-6226 or dtollefson@wsbeng.com.

Sincerely,

Don Tollefson
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Please send completed documents to:

WSB/XCEL
Don Tollefson
551 84th Ave NW
Coon Rapids, MN 55433

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763-541-4800 | WSBENG.COM

HIGH VOLTAGE EASEMENT

Name: City of La Crosse, a municipal corporation

AGREEMENT FOR CLARIFICATION OF HIGH VOLTAGE EASEMENT

(WISCONSIN)

THIS INSTRUMENT is between the undersigned ("Grantor") and Northern States Power Company, a Wisconsin corporation, herein referred to as "NSP", duly authorized to transact business in the States of Wisconsin and Michigan, with an office at 1414 W. Hamilton Ave., Eau Claire, WI.

RECITALS

- A. Grantor owns real property in the City of La Crosse, County of La Crosse, Wisconsin ("Property"), described as follows:

Part of the SE 1/4 of the SW 1/4 of Section 16, Township 16 North, Range 7 West, described as follows: Beginning at the southeast corner thereof; thence N 00° 28' 20" E 482.96 feet; thence West 30 feet; thence North 30 feet to the south line of Cunningham Street; thence N 89° 01' 40" W 437.64 feet; thence S 00° 15' 20" W 512.98 feet to the south line of the SE 1/4 of the SW 1/4; thence S 89° 10' 40" E along said south line 465.7 feet to the point of beginning. All being in the City of La Crosse, La Crosse County, Wisconsin.

- B. The parties desire to more clearly describe the location and extent of easement rights required for NSP's use and maintenance of such facilities to conduct electric energy, light, and communication impulses upon, through, over, under and across the Property.
- C. NSP acquired an easement granted by a document recorded in the office of the Register of Deeds for La Crosse County, State of Wisconsin, on January 14, 1954, as Document No. 604369 (the "Original Easement").

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the foregoing Recitals, which are incorporated herein, and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

The easement granted herein involves a strip of land approximately 515 feet in length along the centerline of the electric line and approximately 100 feet in width (50 feet on either side of the centerline of the electric line)(the "Easement Area").

NSP shall have the right to string, install, operate, maintain, and replace one (1) transmission circuit(s) consisting of a total of three (3) wires and/or cables together with two (2) shield wires on said Facility. The wires and cables shall carry a nominal voltage of 161,000 with a maximum voltage of 169,050. 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. NSP shall have the right to install additional Facilities for the transmission and/or distribution of energy, light, and communication impulses.

The number, maximum height, and type of all poles to be erected on said lands shall be: one (1), 91 foot, 2-pole wood as of the date of construction.

NSP and its successors and assigns 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, transmission and/or distribution, light, and communication impulses, through, over, and across the Easement Area.

NSP shall also have the full right and authority to (1) reasonably access the Easement Area and the Facilities over and across the Property for the purpose of maintaining, replacing and constructing the Facilities; (2) reasonable temporary use by NSP of the Property adjacent to the Easement Area during construction, repair or replacement of the Facilities; and (3) cut, remove, prune or

RETURN TO: NSP

Siting & Land Rights

1414 W. Hamilton Ave., PO Box 8
Eau Claire, WI 54702-0008

PIN: 17-10450-70

otherwise control all trees, brush and other vegetation on or overhanging the Easement Area or located outside of the Easement Area which by falling might interfere with or endanger the Facilities.

Grantor agrees that it will not perform any act on the Easement Area which will interfere with or endanger the Facilities. Grantor shall not locate any structure or obstruction, nor plant any trees, shrubs, bushes or plants of any kind, nor change the ground elevation within the Easement Area without the express written consent of NSP.

NSP shall pay for all damages to the Property, crops (other than trees trimmed or cut down and removed), 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 NSP office.

Grantor covenants with NSP, its successors and assigns, that Grantor is the owner of the above described Property and has the right to sell and convey an easement in the manner and form aforesaid.

Grantor agrees to execute and deliver to NSP, at NSP's cost, without additional compensation, any additional documents needed to correct the legal description of the Easement Area to conform to the right of way actually occupied by the Facilities.

It is mutually understood and agreed that this instrument covers all agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

The rights granted herein may be exercised at any time subsequent to the execution of this document and said rights shall continue until such time as NSP, its successors and assigns have notified Grantor, its successors or assigns, that NSP has abandoned and relinquishes its easement rights. Following such notification by NSP, Grantor, its successors or assigns may require by written notification that NSP remove all of its Facilities from the Easement Area at NSP's expense, or if no notification is given, then NSP may decide to abandon such Facilities in place. NSP shall deliver a recordable release of easement to be recorded at the expense of Grantor or its successor or assigns.

Attached hereto as Exhibit "A" are additional landowner rights regarding the use of the Easement Area by NSP.

All provisions of this Easement, including the benefits and burdens, shall be deemed to run with title to the Property and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto as fully as upon themselves.

[continued on the next page]

Attached To And Made A Part Of AGREEMENT FOR CLARIFICATION OF HIGH VOLTAGE EASEMENT

Dated _____, 202__

Between Northern States Power Company, a Wisconsin corporation, and City of La Crosse, a municipal corporation

Dated: _____

NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION

By _____

Sarah B. Schwartz, Manager
Siting & Land Rights
Xcel Energy Services, Inc.
An Authorized Agent for Northern States Power Company,
a Wisconsin corporation

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Sarah B. Schwartz, Authorized Agent for Northern States Power Company, a Wisconsin corporation, on behalf of the corporation.

Notary Public, State of Wisconsin
My Commission Expires: _____

EXHIBIT "A"

"Landowner Rights" under Sec. 182.017 Wis. Stats.
Line: W3203, Parcel #: 17-10450-70

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

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 topsoil 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. 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. No herbicidal chemicals may be used for weed or brush control without the express written consent of the Landowner.

_____ The foregoing statement notwithstanding, the Landowner, by INITIALING IN THE SPACE AT LEFT, hereby grants written consent to the Utility to use HERBICIDAL chemicals for weed and brush control.

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, including ingress to and egress from the right-of-way, without the written consent of the Landowner.

_____ The foregoing statement notwithstanding, the Landowner, by INITIALING IN THE SPACE AT LEFT, hereby grants its written consent for the Utility to use any land beyond the boundaries of the easement for ingress and egress for personnel, equipment and vehicles.

Executed this _____ day of _____, 2021.

In Presence Of

Grantor: City of La Crosse, a municipal corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.