GAS EASEMENT

Name City of La Crosse

The undersigned, hereinafter called "Grantor", hereby grants to Northern States Power Company, a Wisconsin corporation, hereinafter referred to as "NSP", this Gas Easement ("Easement) as set forth below.

RECITALS

A. Grantor owns real property in La Crosse County, Wisconsin described as follows:

Lot 6 in Block 8 of Northern Addition to the Village of North La Crosse, now known as the City of La Crosse, except the east 30 fee therof, in the City of La Crosse, La Crosse County, Wisconsin.

(the "Property")

B. NSP wishes to locate within the Property the facilities described as follows:

The necessary mains, pipes, valves, supports, conduits, vaults, pedestals, manholes, fixtures, devices, and other facilities and appurtenances necessary for the purposes of transmission and distribution of gas.

(the "Facilities")

RETURN TO: NSP

Siting & Land Rights, Dawn Schultz 1414 W. Hamilton Ave., PO Box 8 Eau Claire WI 54702-0008

PIN: 17-10077-100

C. Grantor agrees to grant to NSP, its successors and assigns, the right, privilege and easement to construct, operate, maintain, use, rebuild or remove the Facilities over, under and upon the following described portion of the Property:

Except for the rights of access, the rights granted herein shall be limited to a strip of land 10 feet in width, being parallel with, adjoining and westerly of the easterly property line of the above described Property.

(the "Easement Area")

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to NSP a perpetual, non-exclusive easement to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, mark, improve, enlarge, and maintain the Facilities described above within the Easement Area. Grantor also grants to NSP 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) the right of reasonable temporary use by NSP of the Property adjacent to the Easement Area during construction, repair or replacement of the Facilities; and (3) to cut, remove, prune or otherwise control, all trees, brush and other vegetation on or overhanging the Easement Area.

Grantor agrees that it will not perform any act on the Easement Area which will interfere with or endanger the Facilities.

Control deliberation is the Easement Area without the Express written to sent of SP.

After installation of the Facilities or after the exercise of any of the rights granted herein, NSP agrees to restore the Property and the Easement Area to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from the use of the Property and the Easement Area.

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.

Counter agrees to execute and deliver to NSP in NSP's cost, without additional compensation, any additional compensation, any additional compensation, any additional compensation, any additional compensation, and additional compensation, any additional compensation, and additional compensation, any additional compensation, and additional compensation, any additional compensation, any additional compensation, and additional compensation, any additional compensation, any additional compensation, any additional compensation, and additional compensation additional compensation and additional compensation and

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.

NSP hereby assumes all liability and agrees to indemnify and compensate the Grantor for any and all injury or damage to persons or property, including to Grantor's property or employees, arising in connection with the use of the easement area by NSP, and resulting from its negligence or that of its agents, and NSP further agrees to defend, indemnify, and save Grantor harmless against loss, liability or expense, including attorney's fees, in connection with any and all actions, proceedings, claims or demands which may be brought or made either against Grantor or against Grantor's interest in the above described lands by reason of the negligence of NSP or its agents, including acts of omission as well as acts of commission, in the exercise or purported exercise of the rights and privileges herein granted. The liability of NSP hereunder shall not extend to any losses suffered by acts of God, acts of Grantor or its assigns, or acts of third parties over whom NSP has no right of control.

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. IN WITNESS WHEREOF, Grantor has executed this Easement as of this ___ day of _____ Company: City of La Crosse, a Wisconsin municipal corporation By: Its: By: Its: STATE OF COUNTY OF Personally came before me, this _____ day of _____, 2016, the above _____ to me known to be the of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority. Name: Notary Public, State of My Commission Expires:

Xcel Energy RIGHT-OF-WAY COMPENSATION WORKSHEET

Project: 4" Gas Pipeline Owner/Grantor: City of La Crosse Address: Location is between Gold Street and Clinton Street on City of La Crosse-owned property Legal Description Lot 6 in Block 8 of Northern Addition to the Village of North La Crosse, now known as the City of La Crosse, except the east 30 fee therof, in the City of La Crosse, La Crosse County, Wisconsin. AREA CALCULATION Residential Commercial/Industrial LAND TYPES: <u>T</u>illable Ag. Non-Tillable Ag. $\underline{\mathbf{W}}$ ooded Ag. **TYPE** LENGTH WIDTH **AREA ACREAGE** $2,500 \text{ ft}^2$.057 C 250' (approx) 10' COMPENSATION CALCULATIONS AREA $\$/ft^2$ X \$6.50 = \$16,250.00 X 20% = 9.60 SA 10.00COMPENSATION \$3,250.00 5,000.00 **ADJUSTMENTS** TOTAL COMPENSATION \$3,250.00 Accepted: (s) Date: _____