

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 thereof, 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")

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. Grantor shall not place 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.

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.

RETURN TO: NSP

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

PIN: 17-10077-100

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 thereof, in the City of La Crosse, La Crosse County, Wisconsin.

AREA CALCULATION

LAND TYPES:	<u>T</u> illable Ag.	Non-Tillable Ag.	<u>W</u> ooded Ag.	<u>R</u> esidential	<u>C</u> ommercial/Industrial
TYPE	LENGTH	WIDTH	AREA	ACREAGE	
C	250' (approx)	10'	2,500 ft ²	.057	

COMPENSATION CALCULATIONS

AREA		\$/ft ²		%ADJ	COMPENSATION
2,500 ft ²	X	6.50 26,000	=	\$16,250.00	X
		9.60		SAY \$ 10.00	
				20% =	\$3,250.00 5,000.00

ADJUSTMENTS

TOTAL COMPENSATION \$ 3,250.00

Accepted: (s) _____

Date: _____

(s) _____

Date: _____