

Temporary Construction License

This Temporary Construction License ("License") is entered into effective as of the date stated below, by and between City of La Crosse ("Licensor") and Northern States Power Company, a Wisconsin corporation ("Licensee").

WHEREAS, LICENSOR owns land located in La Crosse County, Wisconsin and legally described in Exhibit A attached hereto (hereinafter called "LICENSOR Property"), and

WHEREAS, Licensee has an underground transmission line replacement project in Riverview Park ("Project"), and

WHEREAS, Licensee desires to gain temporary access to the portion of LICENSOR Property specifically designated as the ("License Area") as depicted on the attached Exhibit B, and

WHEREAS, Licensee also desires permission to use the License Area for matting and temporary spoil storage, related to the Project (collectively, the "Permitted Use"), and

NOW THEREFORE, LICENSOR hereby grants unto Licensee a License to use the License Area for the Permitted Use in consideration of and subject to the following conditions:

1. The term of this License shall commence on the 1st day of September, 2019, and shall terminate on the 31st day of January, 2020 (the "Term").
2. The License Area shall be used by Licensee for the Permitted Use, and for no other purpose without LICENSOR's prior written consent.
3. Licensee may not store Hazardous Substances, pesticides, herbicides, or any other chemicals, or biological agents, or agricultural chemicals on the License Area or store any petroleum products on the License Area. Licensee may not dispose of any Hazardous Substances, trash, chemicals or other substances on the License Area, and may not use any part of the License Area for landfill purposes.
4. The rights granted herein may not be assigned, transferred or sold by Licensee.
5. Licensee shall comply with all applicable laws, codes and ordinances.
6. Upon termination of this License Licensee shall remove its equipment from License Area and repair any damage from its use of the License Area or as the parties may otherwise mutually agree and set forth in writing.
7. Correspondence or contact for the parties hereto shall be directed as follows:

Northern States Power Company
Manager, Siting and Land Rights
PO Box 8
Eau Claire, WI 54702

City of La Crosse
Engineering & Public Works
400 La Crosse St, 4th Floor
La Crosse, WI 54601

8. Licensee, at Licensee's expense, shall obtain and keep in full force during the term of this License a policy of combined single limit bodily injury and property damage insurance written on an occurrence basis insuring Licensee (with Licensor as an additional insured) against any liability arising

THE LICENSEE'S SHALL COMPLY WITH ALL STATEMENTS MADE AND ANOTATED ON THE MEMO DATED 7.15.19 SITE VISIT AND ALSO AGREES WITH THE COST OF VEGETATION STATE ON E-MAIL DATED 8.13.19 FROM DAN TRUSSONI.

out of Licensee's use and occupancy of the License Area. The insurance shall be in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. The policy shall provide blanket contractual liability coverage. The insurance to be maintained by Licensee shall be primary and not contributory to any other insurance maintained by Licensor. Licensee shall deliver to Licensor a certificate of insurance prior to commencement of the Term of this License.

9. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR THE LOSS OF ANTICIPATED PROFITS INCURRED OR SUFFERED BY THE OTHER PARTY ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR ITS TERMINATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, OR ANY REMEDY SPECIFIED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION SHALL NOT APPLY TO 3RD PARTY CLAIMS FOR WHICH THERE IS AN INDEMINIFCATION OBLIGATION UNDER SECTION 10.

10. The Licensor agrees to defend, indemnify, and hold harmless Licensee, its corporate affiliates and their respective directors, officers, employees and agents against any and all claims, liability, loss, damage, or expense arising under the provisions of this License and caused by or resulting from negligent acts or omissions of the Licensor and/or those of Licensor's employees or agents. Licensee agrees to defend, indemnify, and hold harmless the Licensor against any and all claims, liability, loss, damage, or expense arising under the provisions of this License and caused by or resulting from the negligent acts or omissions of Licensee and its employees or agents.

11. Each party hereby releases the other party with respect to any claim which it might otherwise have against the other party for personal injury, death or property loss or damage to the extent it is insured under a policy of insurance which provides coverage which is not negated by this waiver of subrogation. The provisions of this Section 11 shall survive the termination of this License.

12. Licensed Interest Only. This License does not convey an interest in real property.

This License incorporates all agreements and stipulations between the parties and no prior representation or statement, verbal or written, shall modify, add, or change the terms hereof.

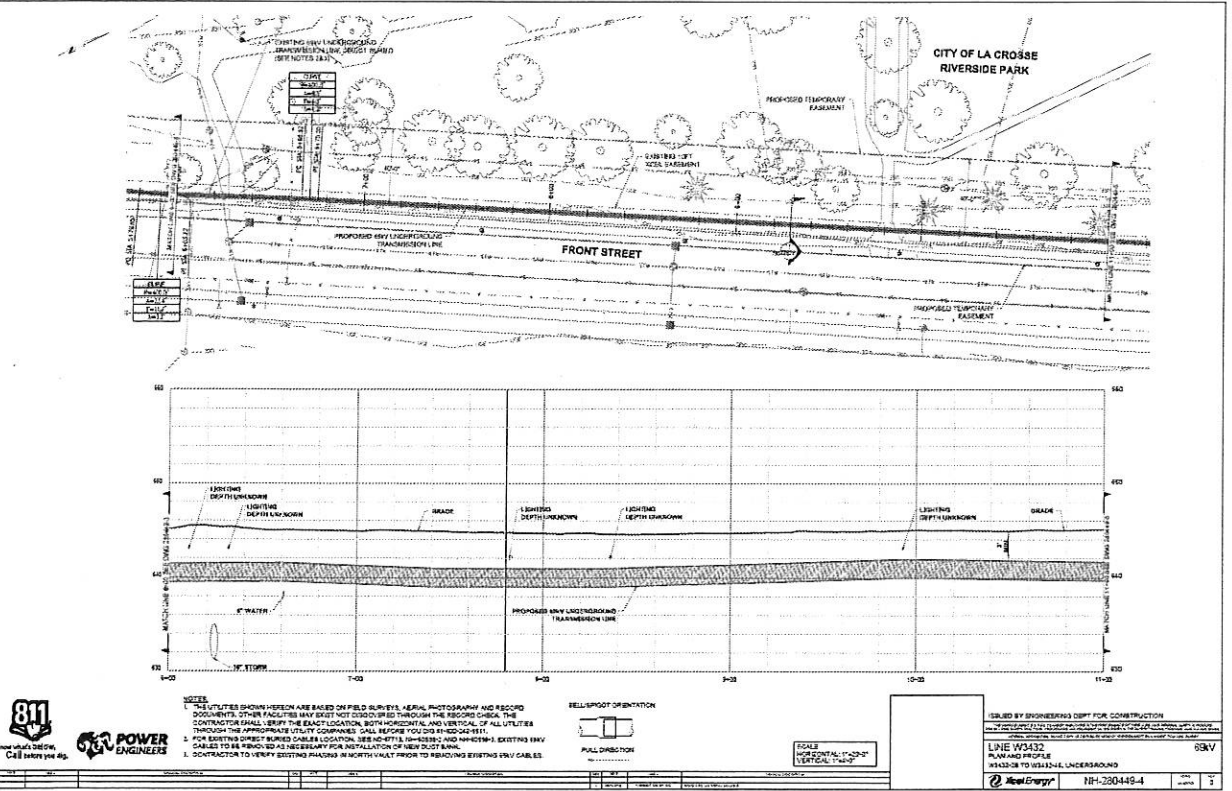
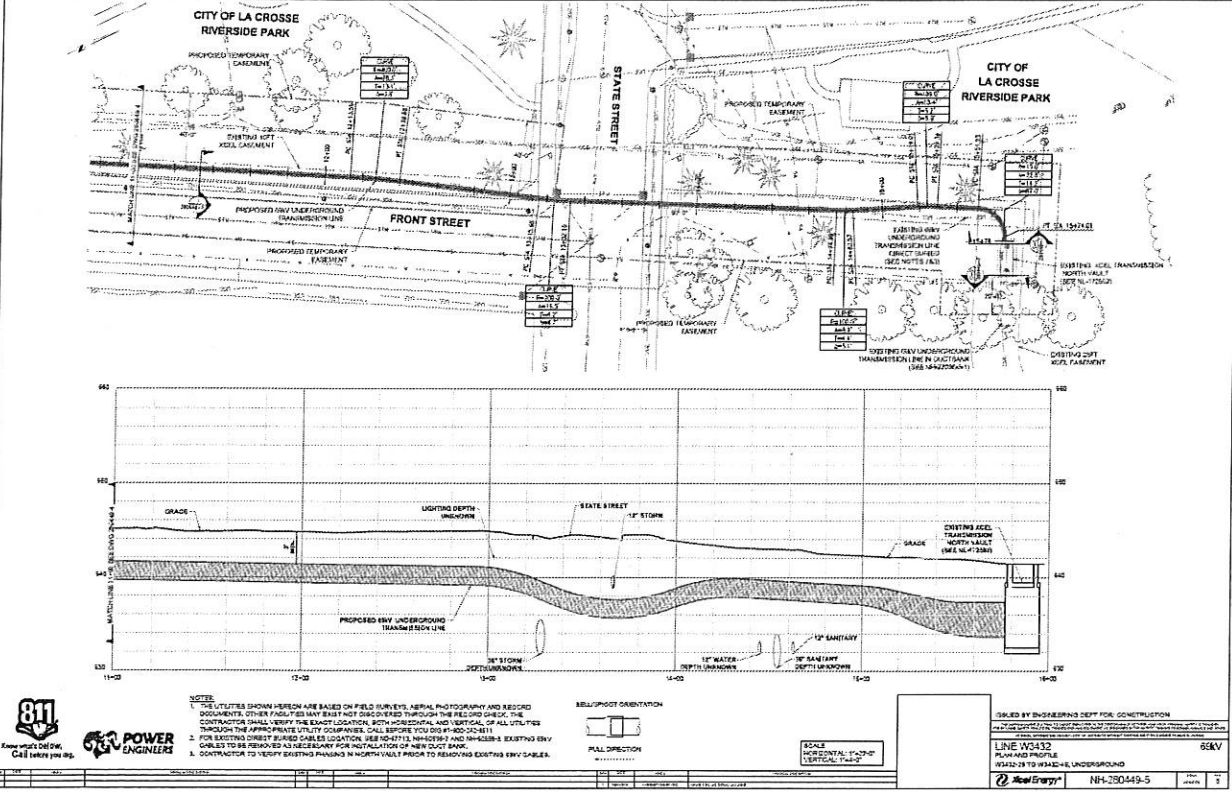
IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the _____ day of _____, 20__.

NORTHERN STATES POWER COMPANY,
a Wisconsin corporation

LICENSOR

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

Name:
Title:
Department:
City of La Crosse



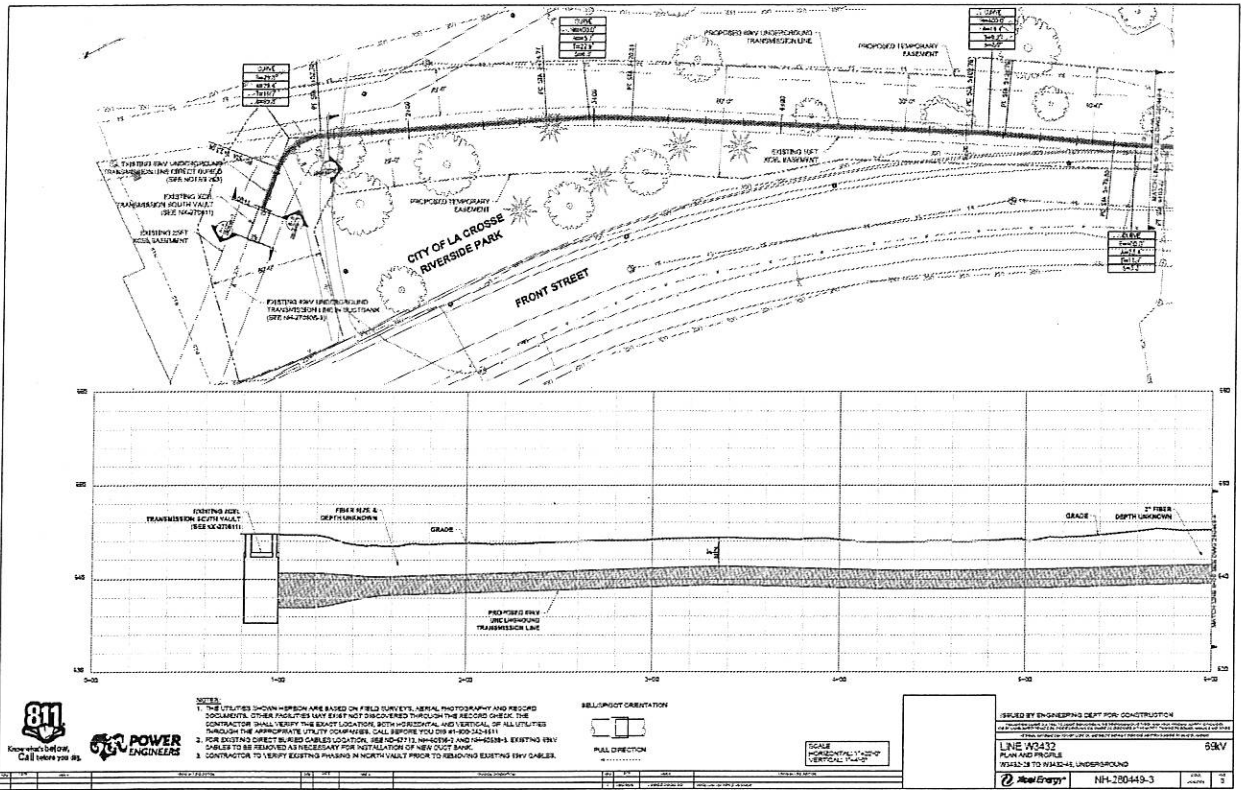


EXHIBIT A

The LICENSOR Property

Part of Fractional Lots 2, 3 and 4 lying south of the La Crosse River, Section 31, Township 16 North, Range 7 West; also Town of La Crosse Lots 6-10, Block 3, lying west of relocated Front St; also part of Town of La Crosse Lots 8-10, Block 4 lying west of relocated Front St

EXHIBIT B

The License Area

40.00

20.00

A ~~60.00~~ foot wide temporary easement which lies ~~30.00~~ feet on each side of the following described centerline:

Commencing at the southeast corner of Lot 5 of Certified Survey Map in Volume 8 of Certified Survey Maps, Pages 124-126 as Document No. 1218452, La Crosse County, Wisconsin; thence North 64 degrees 15 minutes 17 seconds West 57.22 feet along the south line of said Lot 5; thence South 25 degrees 44 minutes 43 seconds West 22.03 feet to the point of beginning of the centerline to be described; thence North 64 degrees 15 minutes 17 seconds West 55.00 feet; thence South 27 degrees 43 minutes 53 seconds West 215.48 feet to a point hereinafter referred to as "Point A" and said centerline there terminating.

"Point A" also being approximate centerline stationing 13 +50.00 of proposed underground alignment.

Except that part of the herein before described area that lies within the road right of way of State Street.

TOGETHER WITH:

60.00

30.00

A ~~80.00~~ foot wide temporary easement which lies ~~40.00~~ feet on each side of the following described centerline:

Beginning at the herein before described "Point A"; thence South 27 degrees 43 minutes 53 seconds West 849.69 feet to a point hereinafter referred to as "Point B" and said centerline there terminating.

"Point B" also being approximate centerline stationing 5 +00 of proposed underground alignment.

Except that part of the herein before described area that lies within the road right of way of State Street and the road right of way of Front Street.

TOGETHER WITH:

40.00

20.00

A ~~60.00~~ foot wide temporary easement which lies ~~30.00~~ feet on each side of the following described centerline:

Beginning at the herein before described "Point B"; thence South 27 degrees 43 minutes 53 seconds West 159.20 feet; thence southwesterly 152.43 feet along a 788.00 foot radius tangential curve concave to the southeast, having a central angle of 11 degrees 05 minutes 00 seconds; thence South 16 degrees 38 minutes 53 seconds West 54.20 feet; thence South 45 degrees 17 minutes 04 seconds East 45.06 feet; thence South 80 degrees 04 minutes 18 seconds East 100.00 feet and said centerline there terminating.

Except that part of the herein before described area that lies within the road right of way of Front Street.

Xcel Energy
COMPENSATION WORKSHEET

Project: Riverside Park Underground Transmission Line Rebuild Project – Temporary Construction License

Owner/Grantor: City of La Crosse

Legal Description: Part of Fractional Lots 2, 3 and 4 lying south of the La Crosse River, Section 31, Township 16 North, Range 7 West; also Town of La Crosse Lots 6-10, Block 3, lying west of relocated Front St; also part of Town of La Crosse Lots 8-10, Block 4 lying west of relocated Front St

COMPENSATION CALCULATIONS

Payment per month		MONTHS	COMPENSATION
<u>\$500.00</u>	X	5 =	<u>\$ 2500.00</u> ?

MISC: _____ \$ _____

SUBTOTAL _____ \$ _____

TOTAL COMPENSATION DUE \$ 2500.00

Accepted: (s) _____

Date: _____

(s) _____

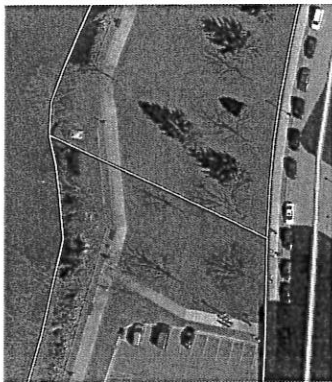
Date: _____

Prepared by: Dawn Schultz, Land Rights Agent for Xcel Energy

Riverside Park site meeting 7/15/19

Attendees: Greg Kozelek, City Engineer
Randy Turtenwald, City Engineer
Jay Odegaard, Superintendent, Parks and Recreation
Dan Trussoni, Recreation Specialist, Parks and Recreation
Bob Schneider, Foreman, civil construction
Alex Lueck, Key Account Manager
Dawn Schultz, Land Rights Agent

- Dan advised that we cut trees as needed and the parks department can decide later if something more needs to be done with any given tree
- Bob stated that trees adjacent to the cable will need to be trimmed up a minimum of 16' to allow working clearance for equipment.
- Discussed coming to an agreed-upon-value on trees that need to come out or appear that they may not survive, and Xcel Energy can make a payment to Parks & Rec to replace vegetation as they see fit. Jay will provide a list of trees species & values.
- One smaller tree toward the south end was noted by Bob as possibly being in the way. Dan said to let them know ahead of time if we need it moved.
- One large evergreen on the south end was noted as needing removal. Xcel Energy's vegetation management will take care of this. Question: Is Xcel Energy free to do this any time prior to work commencing? (Tree marked below.)



- Regarding transplanting of the memorial tree, we are going to leave it in place and do our best to work around it.
- Regarding the mulched mound, we will remove stones as needed and put them back in place when we're done.
- Randy asked that we put orange snow fence or something similar around trees in the work space to minimize risk of damage.
- We mentioned the project starting 9/9. We were off on that date; we're actually scheduled to start 9/3. We will not be working the week of Oktoberfest, but intend to start up again on September 30.

- Xcel Energy will reach out to Don Weber regarding temporary use of some of the parking lot on the south end. We will be able to leave open the 4 stalls closest to the street in the two northerly rows, and all of the stalls next to the building.
- Randy agreed to a 30' x 30' temporary work space on the south end, shifting to 40' west of the line where it runs along Front Street. Dawn will provide a metes and bounds description to Randy. Randy will introduce a resolution to the Board of Public Works to give authority to the Board for the temporary construction license. Dawn will work with Randy/the Board regarding compensation.
- Xcel Energy will use grassy field they own next to Oktoberfest grounds for a laydown yard. They will work with Oktoberfest to allow access to a majority of the site for parking during Oktoberfest. The zoning on the property is Heavy Industrial, so no permits are needed to use the site for a laydown yard.
- Xcel Energy will flag the centerline of the easement prior to construction.
- We will not be using Front Street for concrete trucks, but instead will access the work area off State Street. We will use polymats as needed.
- We will need a permit for any work in road right of way. We will need to provide a traffic control plan.
- When we replace the sidewalks, we do not need them to be certified; we do need to replace them to the same thickness.
- There is a sidewalk approximately midway through the park that is made of pavers, of varying shapes and colors. We will take a picture of the sidewalk prior to working, set the pavers aside, and replace them again when we're done. The part of the sidewalk that is poured concrete will be removed to a joint and replaced.
- Greg is going to try to get the sewer work resumed as soon as possible, so they will be complete in September, but possibly work may not resume until September. ~~Greg will work with the contractor to move the temporary pipe closer to the river away from Xcel Energy construction zone.~~

WILL BE IN SAME LOCATION AS IT WAS PRIOR. THIS LOCATION WAS POINTED OUT IN THE FIELD.

Turtenwald, Randy

From: Trussoni, Dan
Sent: Tuesday, August 13, 2019 4:34 PM
To: Turtenwald, Randy; Odegaard, Jason
Subject: RE: Xcel Energy Transmission Replacement Project

I don't think Xcel knows exactly what the impact will be yet. I spoke with Dawn yesterday and reiterated to her to take the bare minimum.

That being said for the sake of a number:

Diameter +Height of existing trees in this area hold value of \$200
Cost of a new 1.75" diameter tree \$150
Cost to plant tree \$150

Total value - \$500 per tree removed

Below is link used to determine that value of each tree, if they question it.

<http://www.treebenefits.com/calculator/treeinfor.cfm?zip=54601&city=LA%20CROSSE&state=WI&climatezone=Midwest&country=US>

Dan Trussoni, CPRP, AFO
Parks, Forestry, Building and Grounds Manager
608-789-4915
City of La Crosse
Parks and Recreation
<http://www.cityoflacrosse.org/parks>

From: Turtenwald, Randy
Sent: Tuesday, August 13, 2019 4:15 PM
To: Odegaard, Jason; Trussoni, Dan
Subject: Xcel Energy Transmission Replacement Project

Hello Jay and Dan:

I am still working with Excel Energy on a temporary construction easement. After the meeting in the park I thought one of you was going to get back to me regarding the tree impact and what the trees might cost Xcel when the cut them down.

They would like to go into the park next week and do the vegetation work (cut down trees). We probably need to hold them off until we get a better agreement.

Please get back to me soon.