

## PROPERTY ACCESS AGREEMENT

This Property Access Agreement (“Agreement”) is effective this 28th (day) of February (month), 2024 (year) for a period of 4 weeks by and between Northern States Power Company, a Wisconsin corporation (applicant) and the City of La Crosse (“Property Owner”).

### Recitals

- A. Property Owner owns real Property located as outlined in attached Recital A.
- B. Northern States Power Company, a Wisconsin corporation (applicant) requests Property Owner’s permission for its authorized employees, representatives, contractors, subcontractors and agents (collectively the “Access Parties”) to enter the Property for the purposes described below and in attached Recital B.
- C. Property Owner is willing to provide the Access Parties with such access under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

### Agreement

1. This application for a Property Access Agreement must be filed with the City of La Crosse Board of Public Works thirty days prior to the planned start of staging and Work. All necessary permits must be in hand by the date of application and attached here as **Exhibit A**.
2. Pursuant to the terms and conditions herein, the Access Parties are granted non-exclusive access to the Property under this Agreement for the purposes of :
  - **Parcel A:** Access along Grand Crossing Trail, removal of Xcel Energy facilities on west side of trail using the trail as access. The trail will be matted. No vegetation removal will be required.
  - **Parcel B:** Access along Vietnam Veterans Trail, removal of Xcel Energy facilities on the east side of the trail using the trail as access. The trail is matted. Vegetation removal will include trimming overgrown brush and cutting back branches to allow vehicle access. No trees will be cut down. The green dots below are locations we will need to trim. Larger branches that are cut will be removed from the site.



- a. The staging area for the Work shall be restricted to the area depicted on the map attached as **Exhibit B**. The Work shall be restricted to the area depicted on the map attached as **Exhibit C**. Access to the Work from the staging area is shown on the map attached as **Exhibit D**.
  - b. Except for use of the staging area, Work shall not occur on Saturday or Sunday. The staging area and the Work area, including public trails and facilities, shall be secured by fence or other method approved by the Board of Public Works in order to prevent harm to the public. (Such restrictions should be limited, as access for the public to trails and other public facilities is a priority.)
  - c. A detailed restoration plan (re-vegetation and site restoration) for all upland and wetland areas impacted by either staging or Work must accompany this application as shown in **Exhibit E**.
3. Northern States Power Company, a Wisconsin corporation (applicant) shall be solely responsible for ensuring that all Access Parties comply with the requirements of this Agreement.
  4. The Access Parties shall conduct their activities in a safe a prudent manner and in compliance with all applicable laws. Northern States Power Company, a Wisconsin corporation (applicant) shall be responsible for repairing any damage done to the Property by any of the Access Parties. Upon completion of the Work Northern States Power

Company, a Wisconsin corporation (applicant) shall restore the Property to its conditions as existed immediately prior to the entry. This restoration shall include, without limitation:

- a. Northern States Power Company, a Wisconsin corporation (applicant) will be responsible for paying for an environmental professional assessment that must be submitted to property owner within 30 days of completed work.
  - b. repairing any damages to the staging area.
  - c. restoration of soil surface, water, vegetation, and plant communities as provided for in permits issued by the Wisconsin Department of Natural Resources and the United States Army Corps of Engineers as shown in **Exhibit A** and by Northern States Power Company, a Wisconsin corporation (applicant) in **Exhibit D**.
  - d. if necessary, this application must assess cumulative impacts.
  - e. if necessary, this application must take into account critical species mating/nesting/development and habitat issues.
  - f. if this application proposes Work in the La Crosse River Marsh and includes the use of heavy equipment, repair and restoration may take into account lesser impact if staging and Work is done when ground is frozen, and ice is thick enough to support the equipment.
5. Northern States Power Company, a Wisconsin corporation (applicant) shall indemnify, defend and hold harmless Property Owner from any claims, demands, obligations, actions, causes of action (at law, in equity or otherwise), defenses and affirmative defenses, rights, damages, costs, reasonable attorneys' fees, liabilities, expenses and compensation of any kind or nature (collectively "Claims") to the extent caused by the intentional misconduct or negligence of the Access Parties while the Access Parties are performing the Work on the Property pursuant to this Agreement and/or caused by Northern States Power Company, a Wisconsin corporation (applicant's) breach of this Agreement.
  6. Northern States Power Company, a Wisconsin corporation (applicant) shall pay Property Owner the discounted amount of \$1,500 in order to cover administrative costs in processing the Agreement on an expedited basis.
  7. This Agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof.
  8. This Agreement shall bind upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
  9. This Agreement may be amended, modified, superseded or canceled, and any of the terms or covenants hereof may be waived, only by written instrument executed by Northern States Power Company (Access Parties) and the Board of Public Works or, in the case of waiver, by the party waiving compliance.

10. This Agreement does not convey an interest in real property. The parties do not intend to create a lease, easement or other real property interest. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be bound hereby, have cause this Agreement to be executed by their officers or officials, duly authorized, as of the day and year first above written.

**CITY OF LA CROSSE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**NORTHERN STATES POWER COMPANY, a Wisconsin corporation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Recital A

Property owned by Property Owner

East of Lang Drive

- Parcel A: 17-20260-40 – Part of the NW1/4 NW1/4 33-16-7 (includes Grand Crossing Trail)

West of Lang Drive

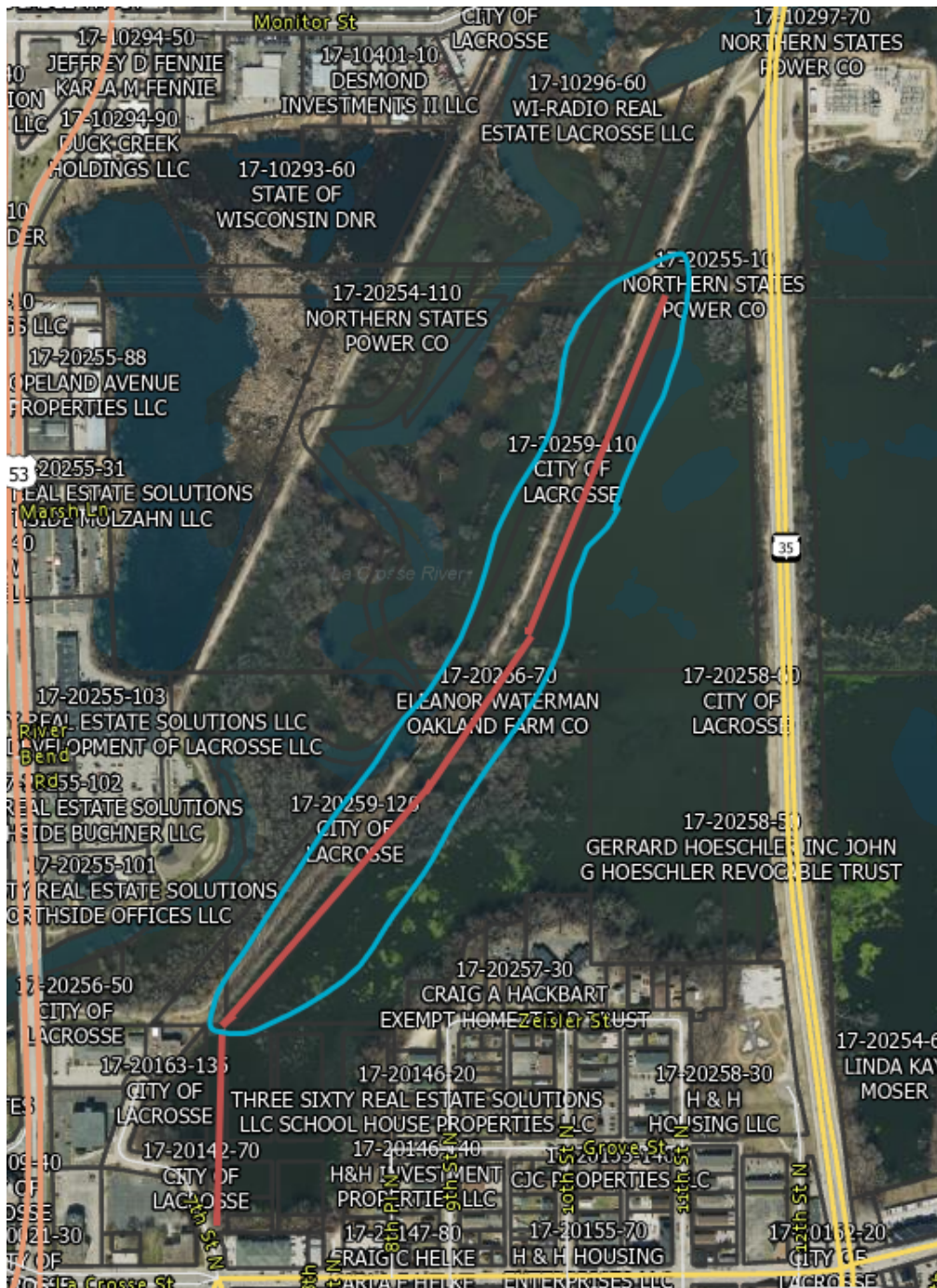
- Parcel B: 17-10298-74 – being part of Government Lots 5 & 6, 29-16-7 **and** 17-20259-110 being part of Government Lot 2, 32-16-7 **and** 17-20259-120 & 17-20259-100 both being part of Government Lot 3 32-16-7 (Vietnam Veterans Trail between Lang Drive and Copeland Ave)

RECITAL B

PROJECT OVERVIEW

Xcel Energy will be removing decommissioned distribution lines, represented below by the maroon lines. The lines run along the west side of Grand Crossing trail and along the east side of Vietnam Veterans trail, branching off through the marsh to 7<sup>th</sup> Street North.

SEGMENT 1A: Seventeen poles along Vietnam Veterans Trail. Access to Vietnam Veterans Trail will be from Lang Drive on the north and Copeland Ave on the south. These poles will be pulled out, with no portion of the pole left in the ground.









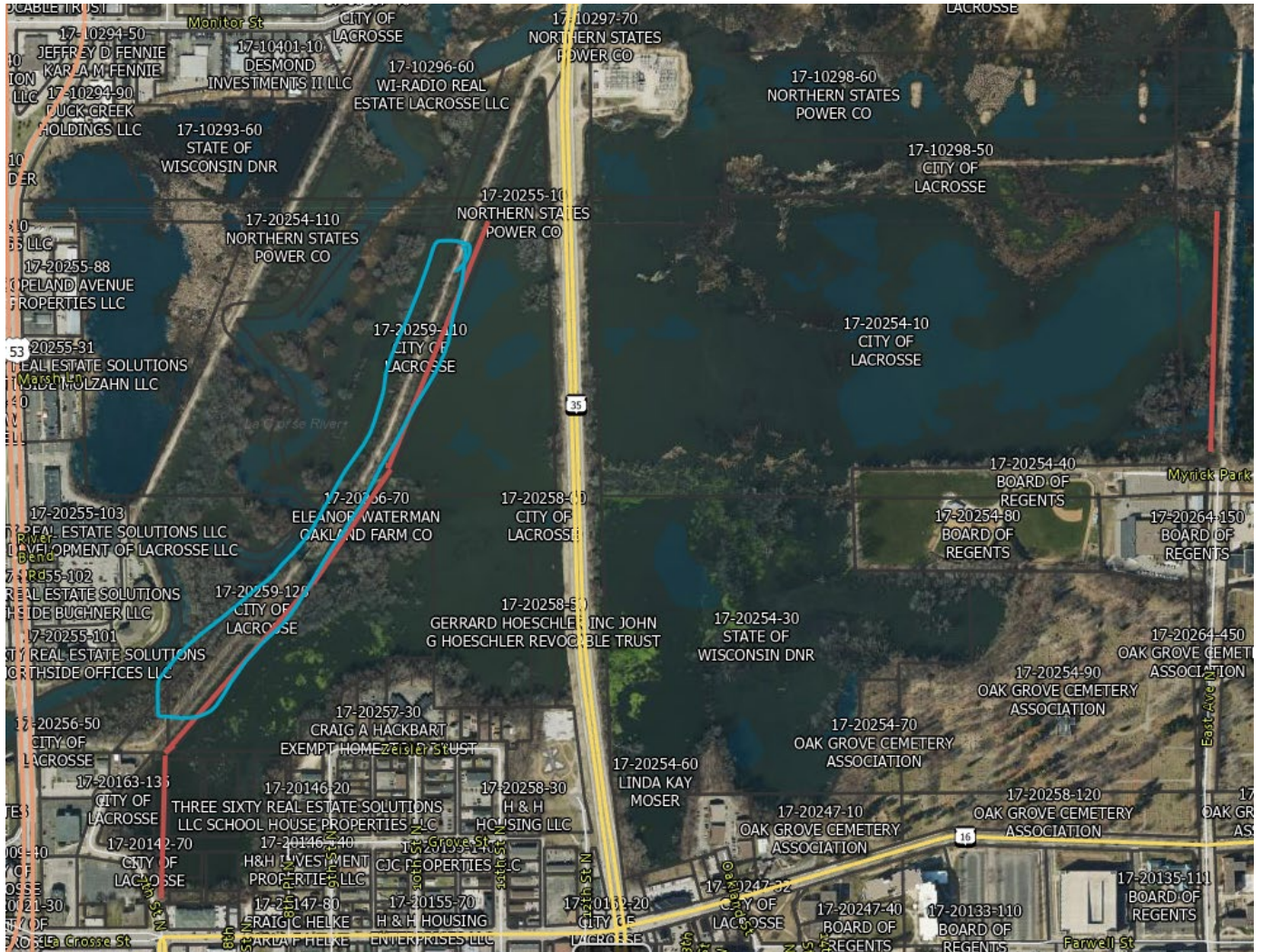
## EQUIPMENT

The equipment that will be used will include bucket trucks and a digger truck (shown below), which will pull out the poles. We will also be using a Jon boat for a small part of the project.

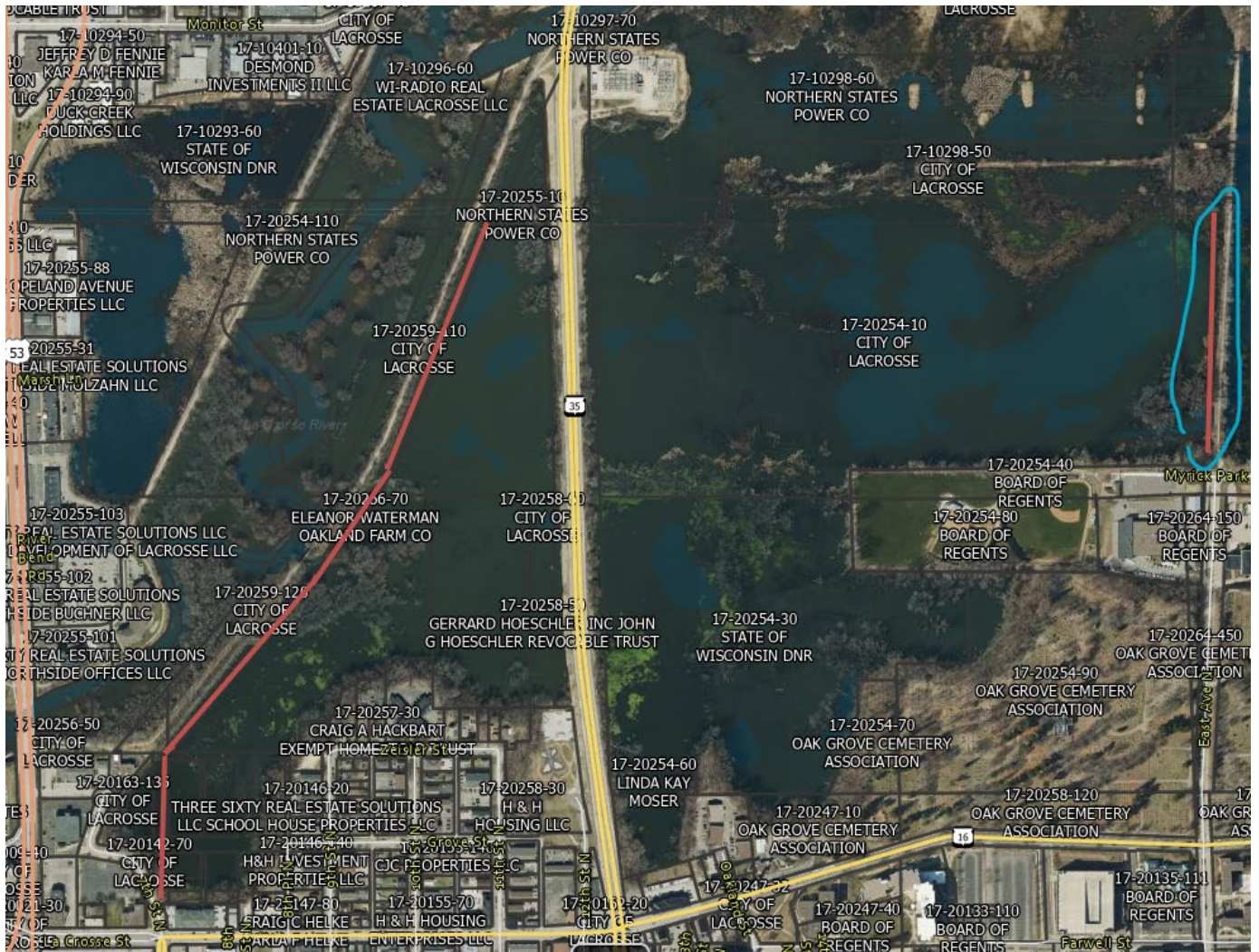


## TRAIL CLOSURES

Vietnam Veterans trail is already closed due to transmission line rebuild project. No additional trail closures are needed for this work. Additional matting was erroneously installed prior to this application. The additional matting is in the area shown below. We need about one week to complete the removal of the poles and removal of the mats along Vietnam Veterans trail. We wish to start on February 28<sup>th</sup> or upon approval of this application. With a start date of February 28, work would be complete by March 6 or 7.



Grand Crossing trail would be closed for 1 ½ to 2 weeks and matted in the area shown below. As soon as we are done on Vietnam Veterans trail, we'd remove the mats from there and begin on Grand Crossing. Time frame for the closure of Grand Crossing trail is between March 6 to March 20.



We will work with the City on language for notifying the public via social media or other manners as deemed appropriate by the City.

EXHIBIT A

PERMITS

Mary Emanuel with the US Fish & Wildlife Service stated we may do work along the Vietnam Veteran's trail at our proposed 200-foot distance to the new eagle's nest.

No stormwater or DNR permits required, as we will not be rutting up the marsh.

All work will be from a trail or a boat, neither of which impede upon any endangered species.

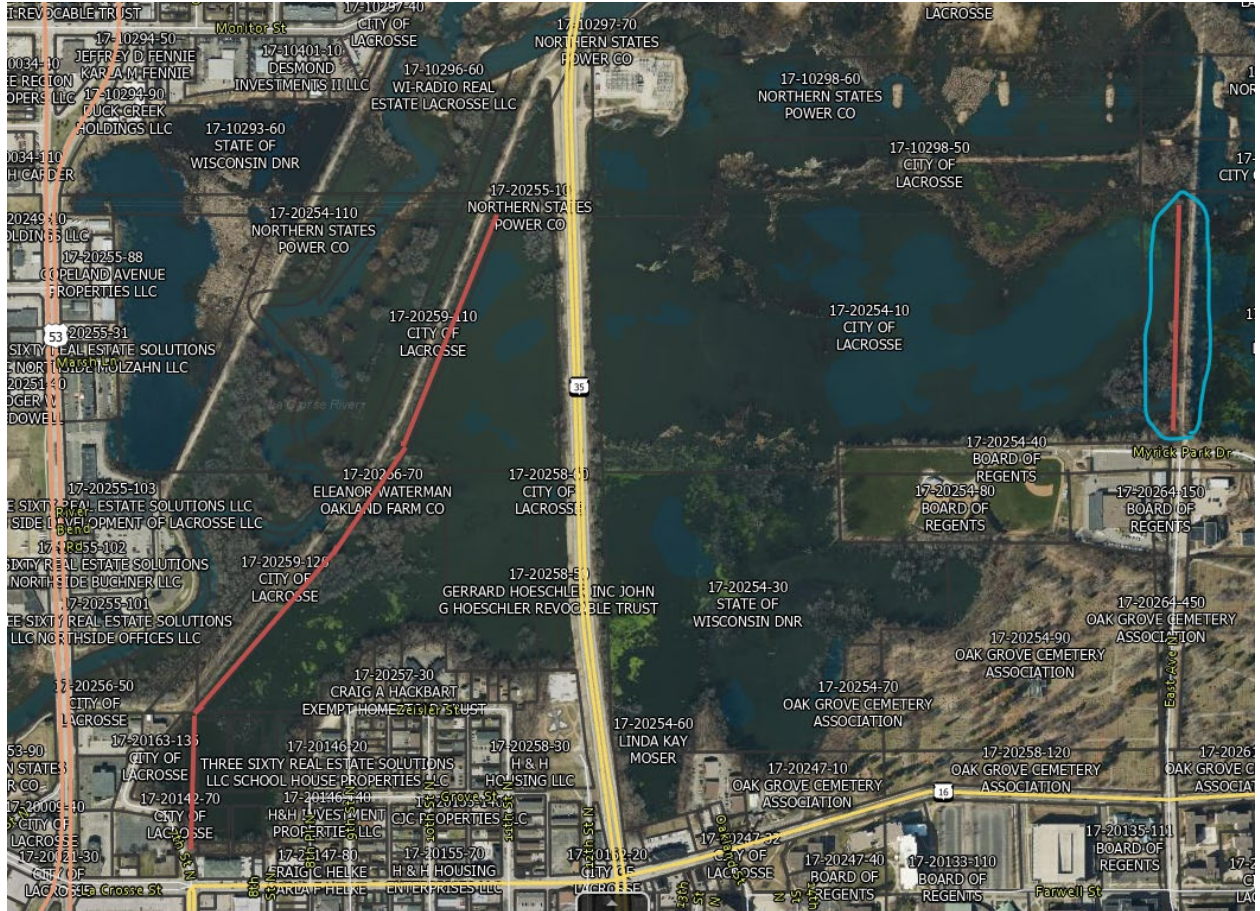
Exhibit B  
Staging Area

No Staging areas required for this project.

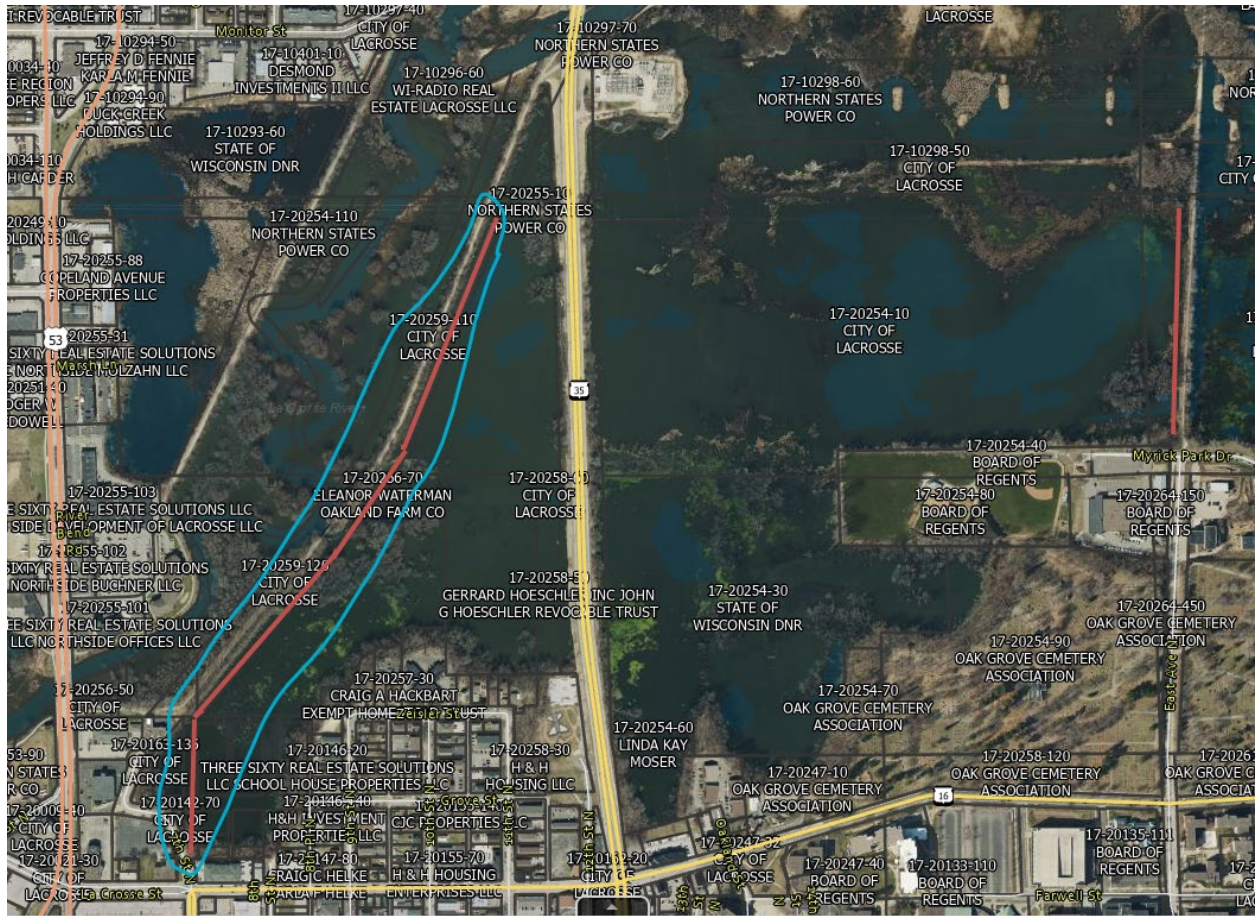
# Exhibit C

## The Work locations

Parcel A: Area circled in blue



Parcel B: Area circled in blue



# Exhibit D

## Access

Access locations circled in blue. On Vietnam Veteran's trail, crews will enter on the north side where already matted for the transmission project. They will either back out that way or exit onto Copeland.

On Grand Crossing trail, they will enter at Myrick Park Drive, and back out down the trail to exit on Myrick Park Drive.

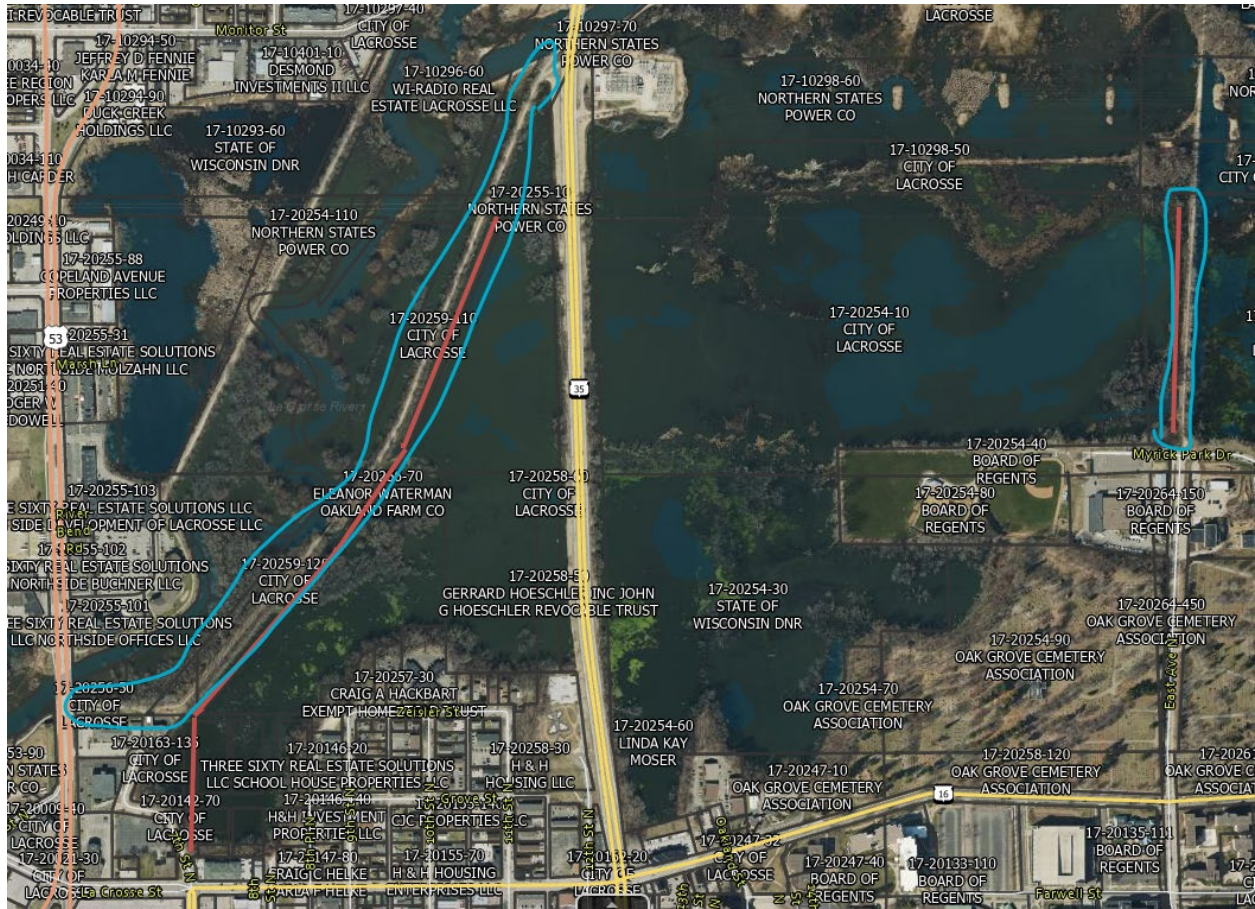




Exhibit E  
Restoration

Trails will be matted and access will be from the trails. We will not be getting into the marsh except with a boat with oars. We do not foresee any restoration work being necessary.