

PROPERTY ACCESS AGREEMENT

This Property Access Agreement (“Agreement”) is effective this ____ (day) of _____ (month), _____ (year) for a period of _____ weeks by and between **NORTHERN STATES POWER COMPANY**, a Wisconsin corporation, hereinafter called “NSP” and the City of La Crosse (“Property Owner”).

Recitals

- A. Property Owner owns real Property located at **Lacrosse Marsh on Myrick Park Drive**.
- B. **NSP** 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.
- 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 **entering the property with equipment to reach the transmission line near the railroad**.
 - 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. **NSP** 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. **NSP** shall be responsible for repairing any damage done to the Property by any of the Access Parties. Upon completion of the Work **NSP** shall restore the Property to its conditions as existed immediately prior to the entry. This restoration shall include, without limitation:
 - a. **NSP** 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 **NSP** 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. **NSP** 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 **NSP's** breach of this Agreement.
6. **NSP** 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 _____ (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: _____