

**ELECTRICAL UNDERGROUND
DISTRIBUTION 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 Electrical Underground Distribution Easement ("Easement") as set forth below.

RECITALS

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

Except for the rights of access, the rights granted herein shall be limited to the attached Exhibit A.

(the "Property")

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

The necessary cables, wires, supports, conduits, vaults, pedestals, manholes, fixtures, devices, and other facilities and appurtenances necessary for the purposes of conducting electric energy, light, and communication impulses.

(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 the attached Exhibit A.

(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 locate 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.

Grantor agrees to execute and deliver to NSP, at NSP's cost, without additional compensation, any additional documents needed to correct the legal description of the Easement Area to conform to the right of way actually occupied by the Facilities.



DocId:8474200

Tx:4163698

1816479

LACROSSE COUNTY
REGISTER OF DEEDS
ROBIN L. KADRMAS

RECORDED ON
01/18/2024 09:44 AM
PAGE COUNT: 4

EXEMPT #:
RECORDING FEE 30.00

RETURN TO: NSP

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

Crandallj@cityoflacrosse.org

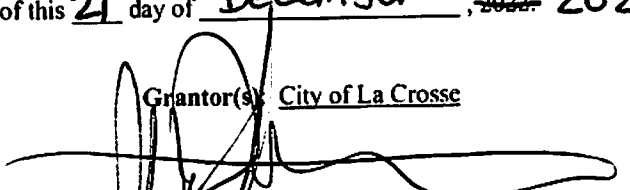
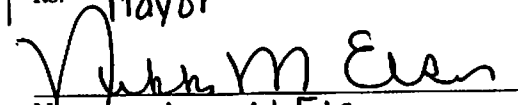
PIN: 17-20254-10

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.

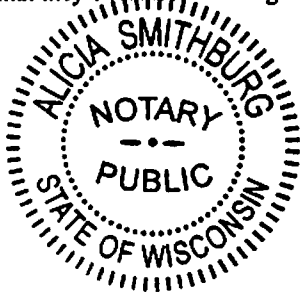
All provisions of this Easement, including the benefits and burdens, shall be deemed to run with title to the Property and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto as fully as upon themselves.


IN WITNESS WHEREOF, Grantor has executed this Easement as of this 21st day of December, ~~2022~~ 2023

Grantor(s) City of La Crosse

Name: Mitch Reynolds
Its: Mayor

Name: Nikki M Elsen
Its: City Clerk

STATE OF Wisconsin)
COUNTY OF LaCrosse) ss.

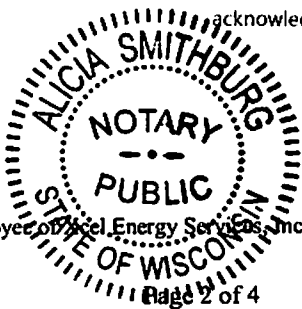
Personally came before me, this 21 day of December, 2023 the above Mitch Reynolds
and Nikki Elsen to me known to be the Mayor and City Clerk of
said Corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation,
by its authority.

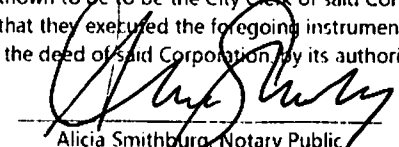



Name: Alicia Smithburg
Notary Public, State of Wisconsin
My Commission Expires: 08/23/2027

State of Wisconsin) SS
County of La Crosse)

Personally came before me this 21st day of December 2023, the above,
Nikki Elsen, known to be to be the City Clerk of said Corporation and
acknowledged that they executed the foregoing instrument as such officer
as the deed of said Corporation, by its authority.




Alicia Smithburg, Notary Public,
La Crosse County, Wisconsin
My Commission Expires: August 23, 2027

This instrument drafted by JD Armstrong, an employee of Intel Energy Services, Inc.



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 1 OF 2 SHEETS



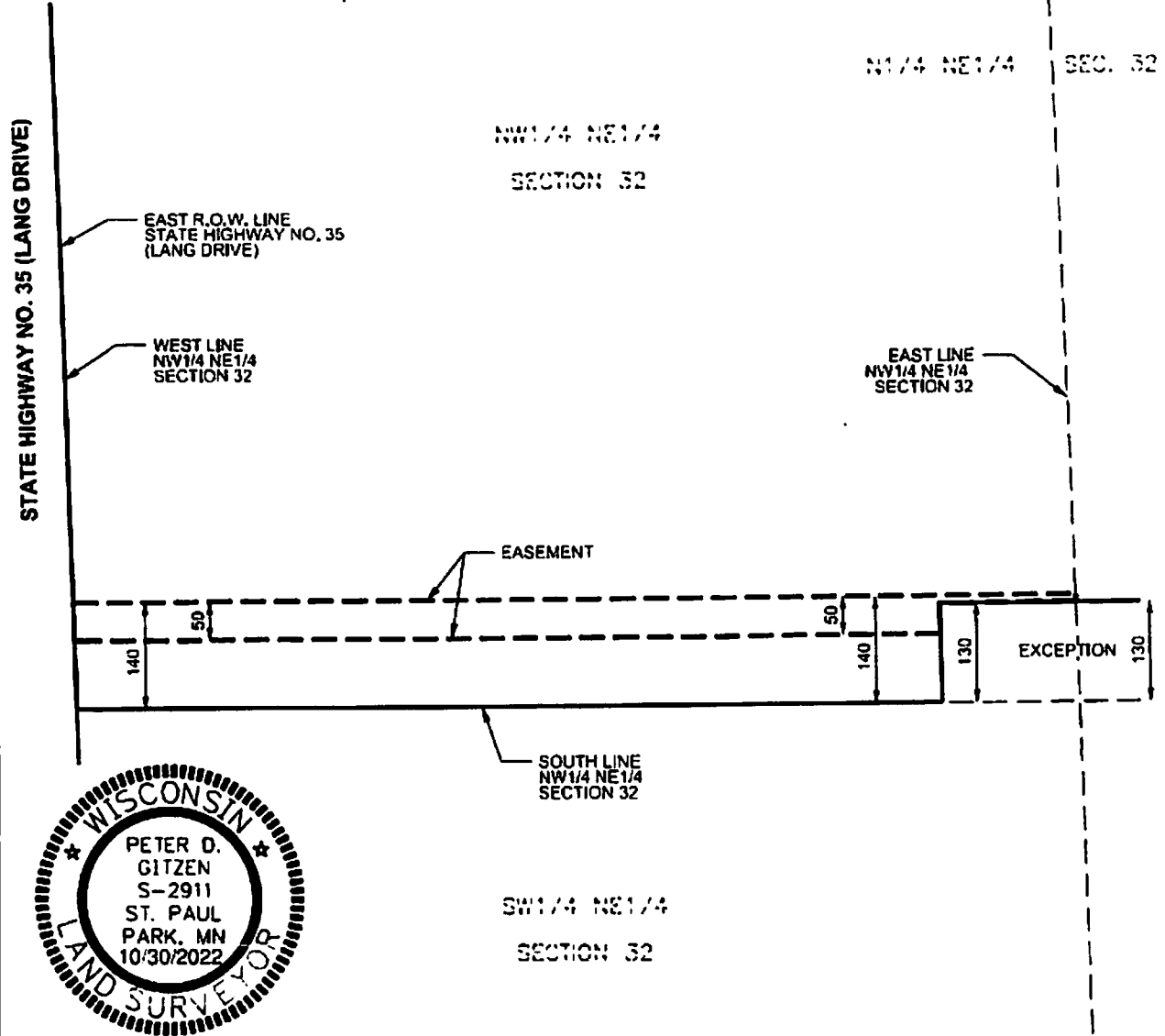
Scale: 1"=200'

Certificate of Survey

Location: City of La Crosse, La Crosse County, Wisconsin

Grantor: City of La Crosse

See sheet 2 of 2 for descriptions.



SW1/4 NE1/4
SECTION 32

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT THIS SURVEY IS CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF AND THAT I AM A LICENSED LAND
SURVEYOR UNDER THE LAWS OF THE STATE OF WISCONSIN.

P.D.G.

PETER D. GITZEN

LIC. NO. S-2911

DATE 10/30/2022

DISTRIBUTION
PARCEL: CITY OF LACROSSE
SEC. 32, T.16N., R.7W., 4TH P.M.
CO.: LA CROSSE



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 2 OF 2 SHEETS

Certificate of Survey

Location: City of La Crosse, La Crosse County, Wisconsin

Grantor: City of La Crosse

"Property":

N1/2 of NE1/4 Section 32, Township 16 North, Range 7 West, Except the North (N) 125 feet thereof, La Crosse County, Wisconsin.

ALSO EXCEPT: A parcel of land located in N1/2 of NE1/4, Section 32 and in the NW1/4 of NW1/4, Section 33 in Township 16 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 32, a limestone monument; thence along the east line of said Section 32, N 01° 47' 30" W 1330.43 feet to the southeast corner of said N1/2 NE1/4, a three inch iron pipe; thence along the south line of said N1/2 of NE1/4, S 89° 52' 00" W 1496.00 feet to a 1-1/2 inch iron pipe; thence parallel with the east line of said Section 32, N 01° 47' 30" W 130.05 feet to a 1-1/2 inch iron pipe in the north line of Gorder Road; thence along said north line, N 89° 52' 00" E 1496.00 feet to a 1-1/2 inch iron pipe in the east line of said Section 32; thence continuing along the north line of Gorder Road, parallel with the south line of the said NW1/4 of NW1/4 to the west line of East Avenue North extended; thence along said west line extended, southerly to the south line of said NW1/4 of NW1/4; thence along the south line of said NW1/4 of NW1/4 to the point of beginning.

"Easement Area":

An easement over, under and across that part of the herein before described "Property" which lies within the North 50.00 feet of the South 140.00 feet of the NW1/4 of NE1/4 Section 32, Township 16 North, Range 7 West, La Crosse County, Wisconsin.

Containing 1.35 acres, more or less.

DISTRIBUTION
PARCEL: CITY OF LACROSSE
SEC. 32, T.16N., R.7W., 4TH P.M.
CO.: LA CROSSE