

**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.

RETURN TO: NSP

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

PIN: 17-20254-10

925584

517669

VCL 673 PAGE 763

MAR 23 1982

RECORDED

AT 9:30 A. M.
CHARLES R. WHALEY, JR.
REGISTER OF DEEDS
La Crosse County, Wis

RETURN TO

EXCEPTION

THIS INDENTURE, Made by City of La Crosse, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor of La Crosse County, Wisconsin, hereby quit-claims to Board of Regents of the University of Wisconsin System, a Wisconsin corporation, grantee of Dane County, Wisconsin, for the sum of One and 00/100 (\$1.00) Dollar the following tract of land in La Crosse County, State of Wisconsin:

A parcel of land located in N 1/2 of NE 1/4, Section 32 and in the NW 1/4 of NW 1/4, Section 33 all in T 16 N, R 7 W, 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 N 1/2, NE 1/4, a three inch iron pipe; thence along the south line of said N 1/2, NE 1/4, 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 NW 1/4, NW 1/4 to the west line of East Avenue North extended; thence along said west line extended, southerly to the south line of said NW 1/4, NW 1/4; thence along the south line of said NW 1/4, NW 1/4 to the point of beginning, said parcel containing 4.76 acres more or less.

TAX EXEMPT PER SECTION 77.25(2), WIS. STATS.

Said parcel subject to any easements of record.

In Witness Whereof, the said grantor has caused these presents to be signed by Patrick Zielke, its Mayor, and countersigned by Aubrey Kroner, its City Clerk, at La Crosse, Wisconsin, and its corporate seal to be hereunto affixed, this March day of March, A. D., 19 82.

SIGNED AND SEALED IN PRESENCE OF

CITY OF LA CROSSE

Patrick Zielke Corporate Name
Patrick Zielke, Mayor
COUNTERSIGNED
Aubrey Kroner
Aubrey Kroner, City Clerk

STATE OF WISCONSIN,

La Crosse County, } ss.

Personally came before me, this March day of March, A. D., 19 82, Patrick Zielke, Mayor and Aubrey Kroner, City Clerk, of the above named municipal Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said municipal Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.



Patrick J. Houlihan
Patrick J. Houlihan
Notary Public, La Crosse County, Wis.
My Commission Expires (1-) Permanent

This instrument drafted by
Patrick J. Houlihan, City Attorney
City of La Crosse, Wisconsin