

PROPERTY ACCESS AGREEMENT

This Property Access Agreement (“Agreement”) is effective this ____ (day) of _____ (month), _____ (year) for a period of _____ weeks by and between Xcel Energy (applicant) and the City of La Crosse (“Property Owner”).

Recitals

- A. Property Owner owns real Property located at Marshland north of Myrick Park
- B. Xcel Energy (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.
- 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 -
Mitigating large cottonwoods damaged by beaver activity capable of striking Xcel Energy's 161kV electric transmission line
 - 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. Xcel Energy (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. Xcel Energy (applicant) shall be responsible for repairing any damage done to the Property by any of the Access Parties. Upon completion of the Work Xcel Energy (applicant) shall restore the Property to its conditions as existed immediately prior to the entry. This restoration shall include, without limitation:
 - a. Xcel Energy (applicant) will be responsible for paying for a 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 Xcel Energy (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. Xcel Energy (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 Parries are performing the Work on the Property pursuant to this Agreement and/or caused by Xcel Energy (applicant's) breach of this Agreement.
6. Xcel Energy (applicant) shall pay Property Owner the discounted amount of \$ ~~1500~~ 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 Xcel Energy (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: _____

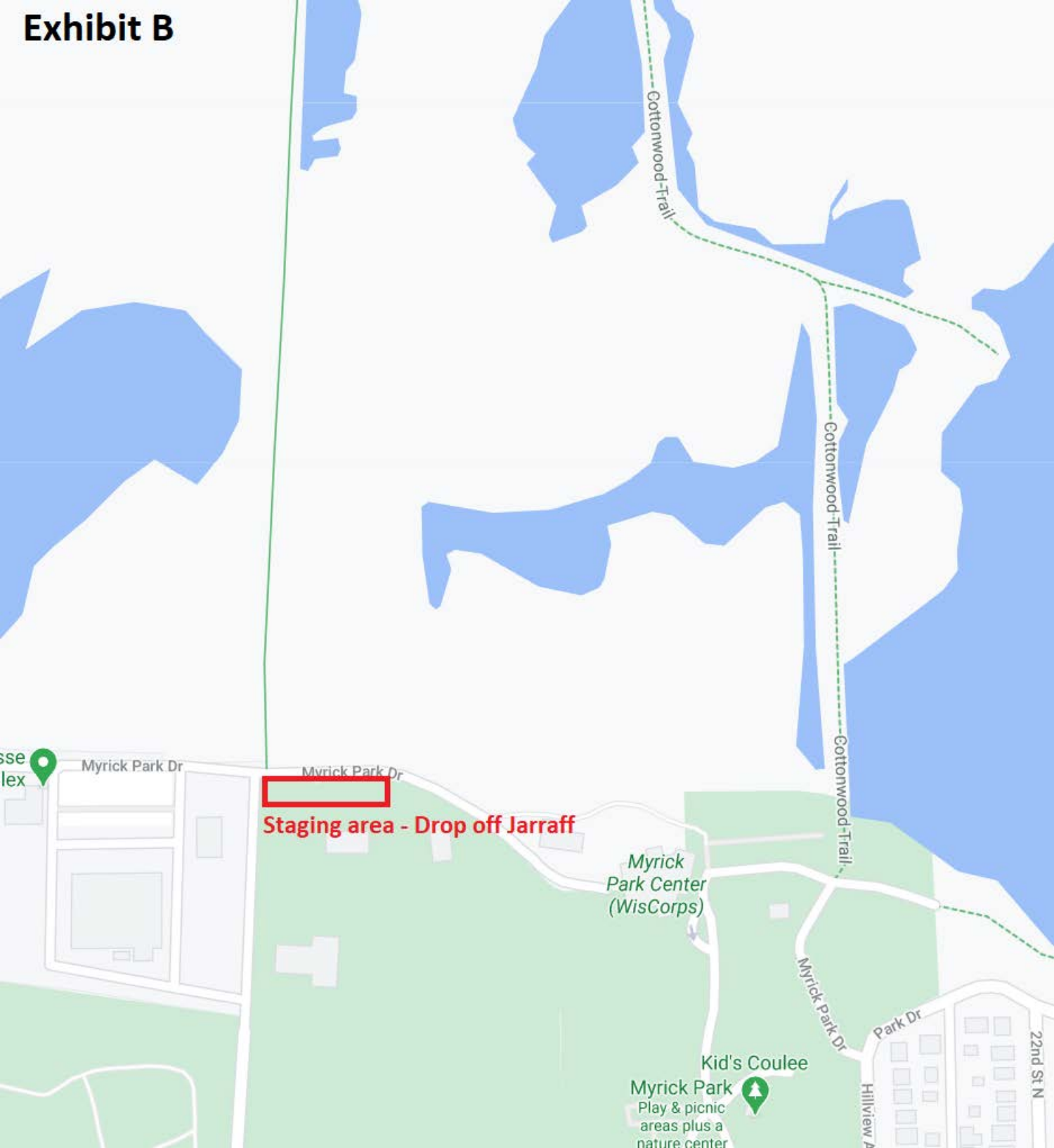
Its: _____

Xcel Energy _____ **(applicant)**

By: _____

Its: _____

Exhibit B



Staging area - Drop off Jarraff

Myrick Park Center (WisCorps)

Kid's Coulee
Myrick Park
Play & picnic areas plus a nature center

Exhibit C

Red Cloud Park



Work area

Family Dog Cen

Bitters
Flower M

se
ex

Myrick Park Dr

Myrick

16

16

411

LAX877

Ideal path

Alternate path

Access point

W3203

City of La Crosse
Property

W3201N

LAX065



Exhibit D



Red Cloud Park

Work area

Family Dog Center

Bitters Flower Ma

Eagle avoidance area

Access path

Staging area

Myrick Park up

Myrick

se
ex

16

16

Exhibit E

Xcel Energy will work with the City of La Crosse to assess and determine if a restoration plan is needed for the wetland areas impacted by accessing the work area. Impacts are expected to be minimal if able to access the work area during partial frozen conditions.

A tracked jarraff will be used to mitigate the beaver damaged cottonwood. Approximate ground impact of 4psi. See below:







Beaver damaged tree





