

PROPERTY ACCESS AGREEMENT

This Property Access Agreement (“Agreement”) is effective this ____ day of March, 2019 for a period of two weeks by and between the Northern States Power, a Wisconsin corporation (“NSPW”) and the City of La Crosse (“Property Owner”).

Recitals

- A. Property Owner owns real Property located at Myrick Park Drive (Northeast section of intersection of Myrick Park Drive and East Ave. N, La Crosse, WI) and known as Myrick Park (the “Property”).
- B. NSPW has requested 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 NSPW and 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. 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 staging equipment and launching a soil boring rig into the La Crosse River Marsh, which shall be transported by a Marsh Master unit (the “Work”). Auxillary support equipment such as an airboat may also be utilized.
 - a. The staging area for equipment shall be restricted to the area depicted in the attached **Exhibit A**. The Work shall be restricted to the area depicted in the attached **Exhibit B**.
 - b. Except for use of the staging area, Work shall not occur on Saturday or Sunday. The staging area shall be secured by fence or other method approved by the Board of Public Works in order to prevent public access to the staging area and harm to the public.
2. NSPW shall be solely responsible for ensuring that all Access Parties comply with the requirements of this Agreement.
3. The Access Parties shall conduct their activities in a safe and prudent manner and in compliance with all applicable laws. NSPW shall be responsible for repairing any damage done to the Property by any of the Access Parties. Upon completion of the Work

NSPW shall restore the Property to its condition as existed immediately prior to the entry. This restoration shall include, without limitation:

- a. repairing any damages to the flat staging area on and near Myrick Park Lane, located on Myrick Park land to the north of the City's pumping station;
 - b. repairing any damages to the sloped bank from the launching of the Marsh Master unit; and
 - c. restoring soil surface and plant communities in the La Crosse River Marsh in compliance with permits issued by Wisconsin Department of Natural Resources and the United States Army Corps of Engineers to NSP for the Work.
4. NSPW 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 NSPW's breach of this Agreement.
 5. NSPW shall pay Property Owner the discounted amount of \$1,500.00 in order to cover administrative costs in processing this Agreement on an expedited basis.
 6. 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.
 7. This Agreement shall bind upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
 8. 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 the parties hereto or, in the case of waiver, by the party waiving compliance.
 9. 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 caused 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: _____