

**ELECTRICAL OVERHEAD  
DISTRIBUTION EASEMENT**

Parcel No. 17-20261-30  
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 Overhead Distribution Easement ("Easement") as set forth below.

**RECITALS**

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

*See Exhibit A attached hereto and made part of*

(the "Property")

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

The necessary poles, wires, guys, supports, 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 right of access, the rights granted here shall be limited to the Easement Area as depicted on 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.

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**RETURN TO: NSP**

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

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**PIN:** 17-20261-30

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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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Grantor(s):**

\_\_\_\_\_  
Name: Michael J. Vinopal

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

Personally came before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named Michael J. Vinopal to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin.  
My Commission Expires: \_\_\_\_\_

This instrument drafted by: Corissa Seely, an employee of Xcel Energy Services Inc.