



Waterways and Parks Commission

Agenda

5:30 p.m., July 24th, 2024

City of Eau Claire

North Conference Room – City Hall

1. **Call to Order**
2. **Roll Call**
3. **Reading and approval of minutes of the past meeting on Wednesday, June 26th, 2024.**
4. **Open Public Comment Period for Items that do not appear on this Agenda**
 - a. The public comment period will be for 20 minutes. Each speaker shall be permitted no more than 3 minutes to speak and shall only speak once per session.
5. **Business Agenda Items**
 - a. Recommendation for approval of an easement at Cannery, Kessler, and North Riverfronts Parks
Presentation by Corey Lee, Budget Analyst
6. **Discussion and Direction**
 - a. Announcements
 - Update regarding the Public Art Application for a mural at Owen Park
 - b. Future Agenda Items
7. **Adjournment**

Ellen Faulkner, Chairperson
c: News Media

Any person who has a qualifying disability as defined by the Americans With Disabilities Act that requires the meeting or materials at the meeting to be in accessible location or format must contact the ADA Coordinator for the City of Eau Claire, at 839-4921 or at 203 South Farwell Street by 2:00 PM the Monday prior to the meeting so that any necessary arrangements can be made to accommodate each request."



Waterways and Parks Commission

Minutes

5:30 p.m., June 26th, 2024

City of Eau Claire

North Conference Room – City Hall

1) **Call to Order** at 5:30 by Chairperson Faulkner

2) **Roll Call**

Members Present: Erin LaFaive, Meredith Ball, Don Wisner, Ellen Faulkner, Aaron Brewster, Clara Serrano, Gina Keenan, Joe Maurer

Members Absent: Megan Holmes, Mark Stanley, Christopher Johnson

Staff Present: Steve Plaza, Corey Lee, Lindsay Jerry

Others Present: Jane Mohler & Willi Cheney

3) **Reading and approval of minutes of the past meeting on Wednesday, May 22nd, 2024.**

Motion to approve by Commissioner Keenan, seconded by Commissioner Wisner. All present members approved, June minutes pass with no amendments.

4) **Open Public Comment Period for Items that do not appear on this Agenda**

a) The public comment period will be for 20 minutes. Each speaker shall be permitted no more than 3 minutes to speak and shall only speak once per session.

i) Jane Mohler spoke about her organization, the Chippewa Valley Biodiversity Partnership.

5) **Business Agenda Items**

a) Recommendation for approval of the proposed 2025 - 2029 Capital Improvement Plan

Presentation by Steve Plaza, Parks Manager and Corey Lee, Budget Analyst

i) Each year, city departments put together a five-year program budget for planned projects. The budget items are placeholders, and can be moved around where needed. The Parks Division has proposed fifteen projects for the 2025 Capital Improvement Plan, including Endothall treatment at Half Moon Lake to reduce curly leaf pondweed, and Alum treatment to bind phosphorus to the bottom of the lake. This year's biennial playground replacement is planned for Owen Park. Grant dependent funding is also planned for the historic Carson Park Baseball Stadium and Grandstands. Per Mr. Lee, one more public discussion on the Capital Improvement Plan will be held on July 8th prior to the Council vote on July 9th.

ii) Commissioners asked questions of staff:

What is the impetus behind the renovation at Carson Park?

Per Mr. Plaza, the project was delayed during the pandemic, and the cost subsequently doubled. We've been working with some outside groups to fund the proposed project. The playing field is better than anything in the league, but the historic building is currently

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functional at best, with very little room for needed maintenance in the operating budget.

Do bike trails come from the Parks budget?

Per Mr. Plaza, Parks and Engineering share the costs. The city has submitted a grant application to replace the trail from Clairemont Avenue to Short Street.

What are the long range plans for the city boat launches?

Per Mr. Plaza, we would like to get a breakwater above Southwest Park boat launch. The Parks Department is working with the DNR and Engineering on a plan.

Where do the estimates for the Carson Park Baseball Stadium and Grandstands come from?

Per Mr. Plaza, most came from Market & Johnson when they did the initial study, and they increased with inflationary costs. We had Ayres do another study last year, and made some necessary repairs.

How does one move to include a more sensible boat launch in the budget for next year?

Per Mr Plaza, we can add them to the budget for 2025.

Do Alum treatments need to continue forever?

Per Mr. Plaza, UW Stout initially estimated 15 years. Treatments will be included in the plan for next year as a placeholder. In the fall we will see how effective this year was, depending on how water quality testing goes. The numbers were looking good until they spiked last fall.

Are there new measures being taken for fertilizer off cemeteries and other factors affecting the phosphorus.

Per Mr. Plaza, Half Moon Lake was used for logging, and there are many detained logs at the bottom containing phosphorus.

- iii) Commissioner Ball motions to approve the 2025 Capital Improvement Plan along with the recommendation to do a feasibility study for an additional boat launch. The motion is seconded by Commissioner Keenan, with all present members voting in favor of the amended recommendation.

- b) Recommendation for approval of a Public Art Application for a mural near the Chippewa River

- i) Julie Pangallo has been working to install a mural at Riverside Parking Deck, on the wall itself. The mural would be a memorial, funded by the artist. The Parking Deck will need to be replaced, but it's unknown whether it will happen soon.

- ii) Commissioner LaFaive motions to approve, and Commissioner Brewster seconds the motion. All in favor, none opposed.

6) Discussion and Direction

a. Announcements

- i. Continuation of the discussion on graffiti at Mt Simon
Commissioner LaFaive did further research on restoring painted sandstone, and some paints will penetrate the surface. Chairperson Faulkner expressed that she's interested

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in trying to convene an informal group on how to clean the Top of The World lookout point, with potential for an intentional piece of art in combination with a public information campaign. Per Mr. Plaza, graffiti cleaner is very corrosive, requires a lot of water, and would deface the sandstone, leaving it white.

b. Future Agenda Items

- (i) Commissioner LaFaive would like to promote the parks and waterways, and requests a discussion on fundraising. The Commission identified Madison St Hill as a location in need of maintenance. Mr. Plaza will invite the City Legal Department to an upcoming meeting to outline the scope of the Waterways and Parks Commission and answer questions.

7) Adjournment

Commissioner Keenan motions to adjourn, and Commissioner Ball seconds. All in favor, the meeting adjourns at 6:31pm.

Ellen Faulkner, Chairperson
c: News Media

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MEMORANDUM**FINANCE DEPARTMENT**

Date: July 24, 2024

To: Waterways and Parks Commission

From: Corey Lee, Budget Analyst

Subject: Gas Easement – Kessler Park, Cannery Park, and North Riverfront Park

Northern States Power Company is requesting easements from the City of Eau Claire to route a new 8” gas main through City of Eau Claire right of way, some on the line rides closely along the right way, and Xcel is looking to obtain some areas of protection and access.

The easement areas related to the two attached easements are within areas within: Kessler Park, Cannery Park and North Riverfront Park. Maps are attached to show the areas involved.

City staff recommends approval of the easement.

Attached is the easement with its exhibits.

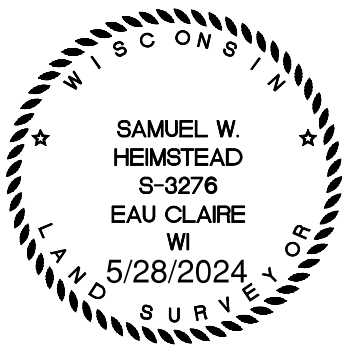
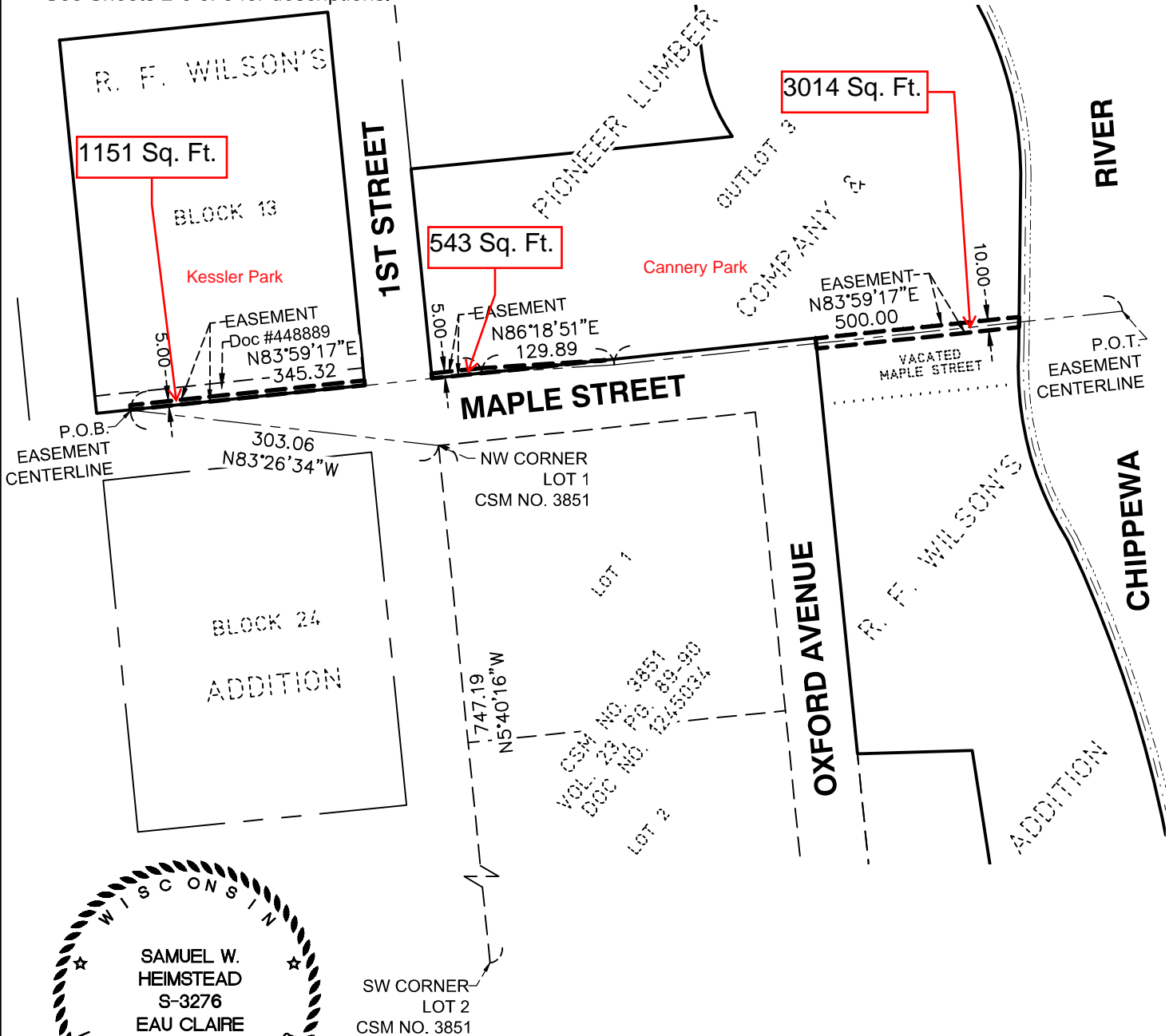


NORTHERN STATES POWER WISCONSIN



Certificate of Survey
Location: City of Eau Claire, Eau Claire County, Wisconsin
Grantor: City of Eau Claire
See Sheets 2-6 of 6 for descriptions.

Scale: 1" = 150'



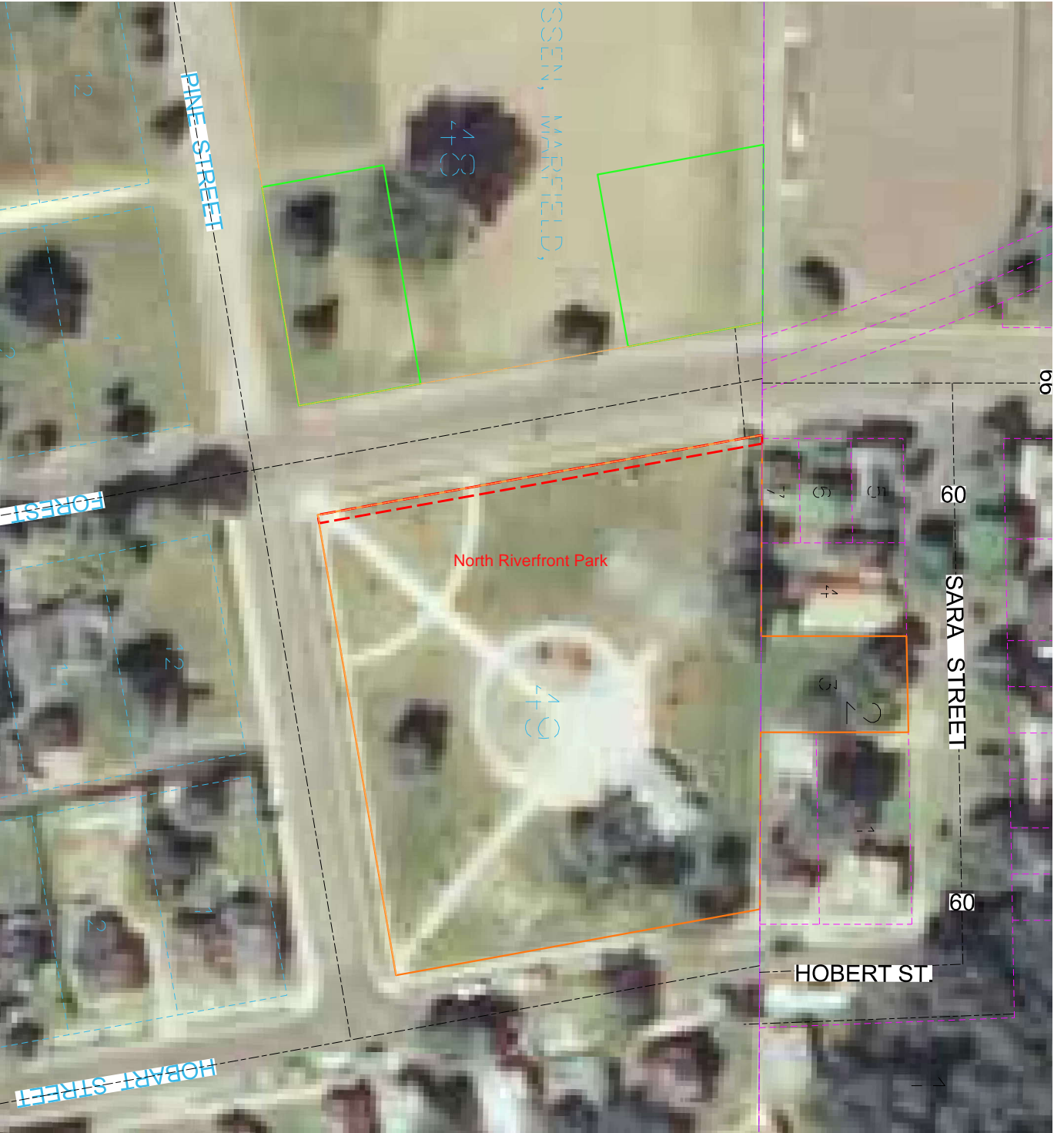
I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF WISCONSIN.

SAMUEL W. HEIMSTEAD

LIC. NO. S-3276

DATE: 5/28/2024

GAS: EAU CLAIRE 24029
PARCEL: CITY OF EC
SEC 17 & 18, T27N, R9W
CO: EAU CLAIRE



GAS EASEMENT

Name: City of Eau Claire, a Wisconsin municipality

The undersigned, hereinafter called "Grantor", hereby grants to Northern States Power Company, a Wisconsin corporation, hereinafter referred to as "NSP", this Gas Easement ("Easement") as set forth below.

RECITALS

A. Grantor owns real property in Eau Claire County, Wisconsin described as follows:

See Exhibit A, attached hereto and made part of

(the "Property")

RETURN TO: NSP

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

PIN:

1822122709170022069, 1822122709170032011,
1822122709170030007, 1822122709170030006,
1822122709170030005, 1822122709170030004,
1822122709170030002 & 1822122709170030003

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

The necessary mains, pipes, valves, supports, conduits, vaults, pedestals, manholes, fixtures, devices, and other facilities and appurtenances necessary for the purposes of transmission and distribution of gas.

(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 are 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; and (2) the reasonable temporary use by NSP of the Property adjacent to the Easement Area during construction, repair or replacement of the Facilities. In addition, Grantor grants to NSP full right and authority to cut, remove, prune or similarly manage trees, brush and other vegetation on or overhanging the Easement Area if such vegetation unreasonably interferes with or endangers the Facilities, subject to prior approval by Grantor, which approval or consent as required by this paragraph shall not be unreasonably withheld, conditioned, or delayed.

Grantor shall retain all rights and use of the Easement Area that will not unreasonably interfere with or endanger the Facilities or directly conflict with the easement rights granted herein. Grantor shall not (1) locate any structure or obstruction within the Easement Area without the express written consent of NSP; (2) plant any trees within the Easement Area without the express written consent of NSP; or (3) substantially change the ground elevation in a manner that will unreasonably interfere with or endanger the Facilities or materially impair the easement rights granted herein.

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.

So long as the City of Eau Claire ("Eau Claire") owns the Property, Eau Claire may request, upon ninety days' written notice to NSP, that NSP remove the Facilities from the Property or relocate the Facilities from the Easement Area to another location on the Property. Any removal or relocation of the Facilities shall be at the expense of NSP. NSP may abandon the Facilities that are underground in place. This right of Eau Claire to request that NSP remove or relocate the Facilities is a right personal to Eau Claire, and no successor or assignee of Eau Claire may exercise this right.

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.

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.

Grantor retains all rights and immunities it has under Wisconsin's Recreational Immunity Statute, Wis. Stat. § 895.52, and any and all other immunities and defenses to which it is entitled by law. Nothing in this easement shall be construed as an assumption by Grantor of: a duty to keep the Easement Area safe for Grantee's use; a duty to inspect the Easement Area; or a duty to give warning of an unsafe condition, use, or activity on the Easement Area. Likewise, none of Grantor's rights under this easement or the restrictions on the uses shall be interpreted or construed as Grantor approving or warranting the design, maintenance, condition, or safety of the Facilities or approving or warranting Grantee's actions, equipment, or methods of operation. After knowledge of any accident causing death or serious injury on the Property related to the uses that involve Grantee or a member of the public, Grantee shall notify Grantor of said accident and provide Grantor with a brief description and location of the accident.

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, except as expressly set forth above.

EXHIBIT A

“Property”

Commencing at the northwesterly corner of Block forty-nine (49), Huyssen, Marfield, Galloway & Meredith's Addition to the City of Eau Claire; thence running southerly on the westerly boundary line of said block to the southwest corner of said block; thence running easterly on the southerly boundary line of said block one hundred thirty-nine (139) feet; thence running northerly on a line parallel with said westerly boundary line of said block to the northerly boundary line of said block; thence running westerly on said northerly boundary line of said block to the point of beginning.

ALSO: That portion of Government Lot 3, Section 17, Township 27 North, Range 9 West, described as follows: Commencing at the southeast corner of Lot 5, Block 3 of Sara Gleason's Addition to the City of Eau Claire; thence East and parallel with the north line of Sara Street, 115 feet; thence North and parallel with the east line of Forest Street, 170 feet; thence West and parallel with the north line of Sara Street, 170 feet more or less to the east line of Forest Street; thence South along the east line of Forest Street to the northwest corner of Lot 5, Block 3, as aforesaid; thence East along the north line of Lot 5, Block 3, as aforesaid 55 feet; thence South along the east line of Lot 5, Block 3, as aforesaid to the place of beginning.

ALSO: Lot 5, Block 3, Sara Gleason's Addition to the City of Eau Claire.

ALSO: A parcel of land in Government Lot 3, Section Seventeen (17), Township Twenty-seven (27) North, Range Nine (9) West, described as follows: Beginning at a point on the East line of Forest Street that is Sixty (60) feet North of the Northwest corner of Lot Five (5), Block Three (3), Sara Gleason's Addition to the City of Eau Claire, thence North along the East line of Forest Street 50 feet, thence East on a line parallel with Sara Street One Hundred (100) feet, thence South parallel with Forest Street Fifty (50) feet, thence West to the point of beginning.

ALSO: Part of Government Lot 3, Section 17, Township 27 North, Range 9 West: Commencing at the Southeast corner of Government Lot 3, thence North on East line of said Lot 234.97 feet to the point of beginning, thence West 143.6 feet., thence North 49.1 feet, thence West 231.82 feet, thence North parallel East line of Government Lot 3, 110 feet, thence West parallel South line of Government Lot 3, 55 feet to East line of Forest Street, thence North along said East line 348.38 feet, thence Southeasterly to a point on the East line of Government Lot 3 which is 197.5 feet North of point of beginning, thence South to point of beginning. Except land sold Signe Velte and William Devney. Also except land sold George Kent and Wm. Schneider. Except the South 50 feet of the West 100 feet.

ALSO: A parcel of land in Government Lot 3, Section 17, Township 27 North, Range 9 West, more particularly described as follows:

The south 100 feet of the following described property: commencing at a point on the East line of Forest Street, 598 feet North of the South line of said Government Lot 3, thence East parallel to the said South line of Government Lot 3, to the Westerly line of Chicago, St. Paul, Minneapolis and Omaha Railroad right of way, thence Northwesterly along said railroad right of way to an intersection with the East line of Forest Street, thence South along the East line of Forest Street to point of beginning.

ALSO: That part of Out Lot One (1) and Water Works Lot Sara G. Gleason's Addition in the City of Eau Claire sometimes described as parcel of land in Government Lot 3, Section 17, Township 27 North, Range 9 West, City of Eau Claire, Eau Claire County, Wisconsin, described as follows: Commencing at a point on the East line of Forest Street, 698 feet North of the South line of said Government Lot 3; thence East parallel to the said South line of Government Lot 3, to the Westerly line of Chicago, St. Paul, Minneapolis and Omaha Railroad right-of-way; thence Northwesterly along said railroad right-of-way to an intersection with the East line of Forest Street; thence South along the East line of Forest Street to point of beginning.

All in the City of Eau Claire, Eau Claire County, Wisconsin.

"Easement Area"

An easement over, under and across the West 5.00 feet of the herein before described "Property".

Containing 0.11 acres, more or less.

GAS EASEMENT

Name: City of Eau Claire, a Wisconsin municipality

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Eau Claire WI 54702-0008

PIN:

1822122709180042083, 1822122709180042081,
1822122709180042082, 1822122709180032028 &
1822122709180040001

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

The necessary mains, pipes, valves, supports, conduits, vaults, pedestals, manholes, fixtures, devices, and other facilities and appurtenances necessary for the purposes of transmission and distribution of gas.

(the "Facilities")

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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; and (2) the reasonable temporary use by NSP of the Property adjacent to the Easement Area during construction, repair or replacement of the Facilities. In addition, Grantor grants to NSP full right and authority to cut, remove, prune or similarly manage trees, brush and other vegetation on or overhanging the Easement Area if such vegetation unreasonably interferes with or endangers the Facilities, subject to prior approval by Grantor, which approval or consent as required by this paragraph shall not be unreasonably withheld, conditioned, or delayed.

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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.

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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.

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.

Grantor retains all rights and immunities it has under Wisconsin's Recreational Immunity Statute, Wis. Stat. § 895.52, and any and all other immunities and defenses to which it is entitled by law. Nothing in this easement shall be construed as an assumption by Grantor of: a duty to keep the Easement Area safe for Grantee's use; a duty to inspect the Easement Area; or a duty to give warning of an unsafe condition, use, or activity on the Easement Area. Likewise, none of Grantor's rights under this easement or the restrictions on the uses shall be interpreted or construed as Grantor approving or warranting the design, maintenance, condition, or safety of the Facilities or approving or warranting Grantee's actions, equipment, or methods of operation. After knowledge of any accident causing death or serious injury on the Property related to the uses that involve Grantee or a member of the public, Grantee shall notify Grantor of said accident and provide Grantor with a brief description and location of the accident.

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, except as expressly set forth above.

IN WITNESS WHEREOF, Grantor has executed this Easement as of this ____ day of _____, 20__.

Grantor: City of Eau Claire, a Wisconsin municipality

Signature: _____

Name: Stephanie A. Hirsch

Title: City Manager

Signature: _____

Name: Kristina M. Kuzma

Title: City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF EAU CLAIRE)

Personally came before me, this ____ day of _____, 20 ____, the above named _____
_____, the City Manager, and _____, the City Clerk of the City of Eau Claire, to me
known to be the person (s) who executed the foregoing instrument and acknowledged the same.

Name:
Notary Public, State of Wisconsin.
My Commission Expires: _____

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



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 1 OF 6



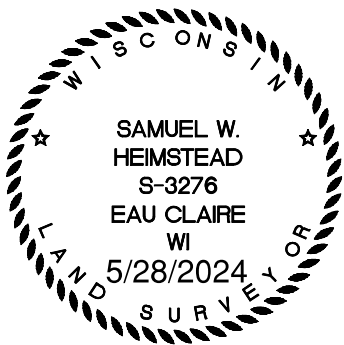
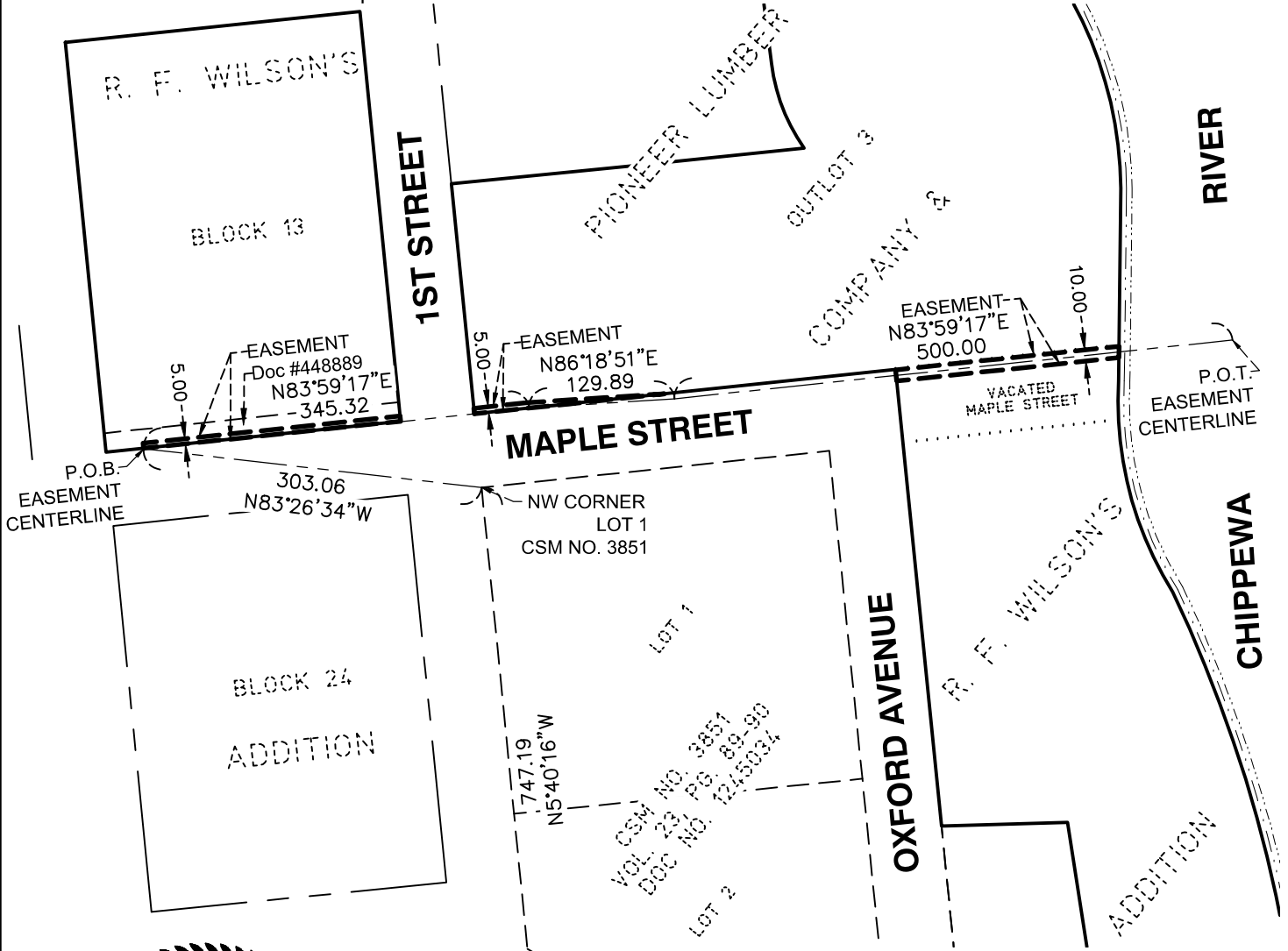
Scale: 1" = 150'

Certificate of Survey

Location: City of Eau Claire, Eau Claire County, Wisconsin

Grantor: City of Eau Claire

See Sheets 2-6 of 6 for descriptions.



SW CORNER
LOT 2
CSM NO. 3851

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

SAMUEL W. HEIMSTEAD

LIC. NO. S-3276

DATE: 5/28/2024

GAS: EAU CLAIRE 24029
PARCEL: CITY OF EC
SEC 17 & 18, T27N, R9W
CO: EAU CLAIRE



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 2 OF 6

Certificate of Survey

Location: City of Eau Claire, Eau Claire County, Wisconsin

Grantor: City of Eau Claire

"Property"

A parcel of land in Outlot 4 of Pioneer Lumber Company's & R. F. Wilsons Addition to the Village (Now City) of Eau Claire Eau Claire, Eau Claire County, Wisconsin described as follows:

Beginning at the Southeast corner of the NE1/4 of the SE1/4 of said Section 18; Thence N 3° 58' W along the east line of N Oxford Avenue extended, a distance of 359.1 feet to the point of beginning, called Point A; Thence continuing N 3° 58' W along said east line 332.2 feet; Thence N 85° 44' E 140 feet more or less to Chippewa River; Thence Southeasterly along said River to a point which is due east of Point A; Thence west to point of beginning, except the south 90 feet.

Except the west eight (8) feet for right of way as recorded in Document Number 1230200.

Also Except lands that are part of the following described property:

A parcel of land located in Outlot 1, 2, 3 and 4 of Pioneer Lumber Company's & R. F. Wilsons Addition to the Village (Now City) of Eau Claire, also being a part of Government Lot 12 Section 17 T27N, R9W & Government Lot 4 Section 18 T27N, R9W, City of Eau Claire, Eau Claire County, Wisconsin and being more particularly described as follows:

Commencing at the southwest corner of said Section 17; Thence N00°13'52"E along the west line of the SW1/4 of said Section 17, 698.46 feet; Thence S89°46'08"E 3.88 feet; Thence N00°54'21"W 633.71 feet; Thence N88°22'37"E 115.88 feet to the northeast corner of Lot 3 of Certified Survey Map No. 3310, Recorded in Volume 18 of Certified Survey Maps on Pages 300-301 as Document No. 1150403 and the point of beginning; Thence along the arc of a curve concave easterly having a radius of 522.00 feet and whose cord bears N07°40'21"W 115.28 feet; Thence along the arc of a curve concave westerly having a radius of 990.00 feet and whose cord bears N05°06'15"W 130.24 feet; Thence N08°52'32"W 251.67 feet; Thence along the arc of a curve concave southwesterly having a radius of 983.00 feet and whose cord bears N16°41'11"W 267.19 feet; Thence N24°29'50"W 71.57 feet; Thence along the arc of a curve concave northeasterly having a radius of 517.00 feet and whose cord bears N19°29'50"W 90.12 feet; Thence N14°29'50"W 51.76 feet; Thence along the arc of a curve concave southwesterly having a radius of 133.00 feet and whose cord bears N33°03'04"W 84.64 feet; Thence along the arc of a curve concave northeasterly having a radius of 167.00 feet and whose cord bears N29°20'24"W 126.57 feet; Thence N07°04'16"W 181.26 feet; Thence along the arc of a curve concave southwesterly having a radius of 283.00 feet and whose cord bears N19°34'16"W 122.50 feet; Thence N32°04'16"W 245.76 feet; Thence along the arc of a curve concave northeasterly having a radius of 217.00 feet and whose cord bears N19°52'11"W 91.73 feet; Thence N07°40'05"W 224.85 feet; Thence along the arc of a curve concave southwesterly having a radius of 43.00 feet and whose cord bears N38°55'05"W 44.61 feet; Thence N70°10'05"W 51.74 feet; Thence S84°25'05"W 49.75 feet to the easterly right of way line on First Street; Thence N05°38'47"W along the easterly right of way line of said First Street, 152.62 feet to the southerly line of the Chicago, St. Paul, Minneapolis and Oméha Railway Company (Now Chicago and Northwestern Transportation Company); Thence along said southerly line and the arc of a curve concave northerly having a radius of 1960.08 feet and whose chord bears N81°49'03"E 99.37 feet; Thence continuing along said southerly line, N80°21'54"E 176 feet more or less to the westerly water's edge of the Chippewa River; Thence Southeasterly along the westerly water's edge of the Chippewa River to the north line of Outlot 1 of said Certified Survey Map No. 3310; Thence S88°22'37"W along said north line of Outlot 1, 182 feet more or less to the point of beginning.

AND

That part of Outlot 3 of Pioneer Lumber Company's Addition (also known as Pioneer Lumber Co. & R F Wilson Add.) to the Village (now City) of Eau Claire together with that part of vacated Maple Street bounded & described as follows:

Commencing at the SW corner of said Outlot 3; Thence east along the south line of said Outlot 3, a distance of 310.93 feet more or less to the center line of the C.St.P.M. & O Railway Co. Spur track I.C.C No 49 as now located & established for the Point of Beginning of land herein conveyed; Thence north along the center line of said Spur track forming an angle of 90 deg 18 min measured clockwise from the last described line a distance of 204.36 feet; Thence east along a line at right angle from the last described line a distance of 100 feet more or less to the Westerly bank of the Chippewa River; Thence southerly along the Westerly bank of said River to the center line of vacated Maple Street; Thence west along the center line of said vacated Street a distance of 50 feet more or less to the east line of Oxford Street (Avenue) extended north; Thence north along the east line of said Street extended to the south line of said Outlot; Thence west along the south line of said Outlot a distance of 60 feet more or less to the Point of Beginning.

Continued on sheet 3 of 6.

GAS: EAU CLAIRE 24029

PARCEL: CITY OF EC

SEC 17 & 18, T27N, R9W

CO: EAU CLAIRE



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 3 OF 6

Certificate of Survey

Location: City of Eau Claire, Eau Claire County, Wisconsin

Grantor: City of Eau Claire

"Property"

Continued from sheet 2 of 6:

Except the west eight (8) feet, from the north right of way line of Maple Street extended east, of the previous described property for right of way as recorded in Document Number 1230200.

Also Except lands that are part of the following described property:

A parcel of land located in Outlot 1, 2, 3 and 4 of Pioneer Lumber Company's & R. F. Wilsons Addition to the Village (Now City) of Eau Claire, also being a part of Government Lot 12 Section 17 T27N, R9W & Government Lot 4 Section 18 T27N, R9W, City of Eau Claire, Eau Claire County, Wisconsin and being more particularly described as follows:

Commencing at the southwest corner of said Section 17; Thence N00°13'52"E along the west line of the SW1/4 of said Section 17, 698.46 feet; Thence S89°46'08"E 3.88 feet; Thence N00°54'21"W 633.71 feet; Thence N88°22'37"E 115.88 feet to the northeast corner of Lot 3 of Certified Survey Map No. 3310, Recorded in Volume 18 of Certified Survey Maps on Pages 300-301 as Document No. 1150403 and the point of beginning; Thence along the arc of a curve concave easterly having a radius of 522.00 feet and whose cord bears N07°40'21"W 115.28 feet; Thence along the arc of a curve concave westerly having a radius of 990.00 feet and whose cord bears N05°06'15"W 130.24 feet; Thence N08°52'32"W 251.67 feet; Thence along the arc of a curve concave southwesterly having a radius of 983.00 feet and whose cord bears N16°41'11"W 267.19 feet; Thence N24°29'50"W 71.57 feet; Thence along the arc of a curve concave northeasterly having a radius of 517.00 feet and whose cord bears N19°29'50"W 90.12 feet; Thence N14°29'50"W 51.76 feet; Thence along the arc of a curve concave southwesterly having a radius of 133.00 feet and whose cord bears N33°03'04"W 84.64 feet; Thence along the arc of a curve concave northeasterly having a radius of 167.00 feet and whose cord bears N29°20'24"W 126.57 feet; Thence N07°04'16"W 181.26 feet; Thence along the arc of a curve concave southwesterly having a radius of 283.00 feet and whose cord bears N19°34'16"W 122.50 feet; Thence N32°04'16"W 245.76 feet; Thence along the arc of a curve concave northeasterly having a radius of 217.00 feet and whose cord bears N19°52'11"W 91.73 feet; Thence N07°40'05"W 224.85 feet; Thence along the arc of a curve concave southwesterly having a radius of 43.00 feet and whose cord bears N38°55'05"W 44.61 feet; Thence N70°10'05"W 51.74 feet; Thence S84°25'05"W 49.75 feet to the easterly right of way line on First Street; Thence N05°38'47"W along the easterly right of way line of said First Street, 152.62 feet to the southerly line of the Chicago, St. Paul, Minneapolis and Oméha Railway Company (Now Chicago and Northwestern Transportation Company); Thence along said southerly line and the arc of a curve concave northerly having a radius of 1960.08 feet and whose chord bears N81°49'03"E 99.37 feet; Thence continuing along said southerly line, N80°21'54"E 176 feet more or less to the westerly water's edge of the Chippewa River; Thence Southeasterly along the westerly water's edge of the Chippewa River to the north line of Outlot 1 of said Certified Survey Map No. 3310; Thence S88°22'37"W along said north line of Outlot 1, 182 feet more or less to the point of beginning.

AND

A parcel of land in Outlot 4 of Pioneer Lumber Company's & R. F. Wilsons Addition to the Village (Now City) of Eau Claire Eau Claire, Eau Claire County, Wisconsin described as follows:

Commencing at the Southeast corner of the NE1/4 of the SE1/4 of said Section 18; Thence N 3° 58' W, along the east line of Oxford Avenue extended, 691.30 feet to a point which is called Point "A"; Thence N 85° 44' E to the West bank of the Chippewa River, this point being the Point of Beginning; Thence S 85° 44' W to said Point "A"; Thence N 3° 58' W 150 feet; Thence N 85° 44' E to the West bank of the Chippewa River; Thence Southerly along the West bank of the Chippewa to the point of beginning.

Except the west eight (8) feet for right of way as recorded in Document Number 1230200.

Continued on sheet 4 of 6.

GAS: EAU CLAIRE 24029

PARCEL: CITY OF EC

SEC 17 & 18, T27N, R9W

CO: EAU CLAIRE



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 4 OF 6

Certificate of Survey

Location: City of Eau Claire, Eau Claire County, Wisconsin

Grantor: City of Eau Claire

"Property"

Continued from sheet 3 of 6:

Also Except lands that are part of the following described property:

A parcel of land located in Outlot 1, 2, 3 and 4 of Pioneer Lumber Company's & R. F. Wilsons Addition to the Village (Now City) of Eau Claire, also being a part of Government Lot 12 Section 17 T27N, R9W & Government Lot 4 Section 18 T27N, R9W, City of Eau Claire, Eau Claire County, Wisconsin and being more particularly described as follows:

Commencing at the southwest corner of said Section 17; Thence N00°13'52"E along the west line of the SW1/4 of said Section 17, 698.46 feet; Thence S89°46'08"E 3.88 feet; Thence N00°54'21"W 633.71 feet; Thence N88°22'37"E 115.88 feet to the northeast corner of Lot 3 of Certified Survey Map No. 3310, Recorded in Volume 18 of Certified Survey Maps on Pages 300-301 as Document No. 1150403 and the point of beginning; Thence along the arc of a curve concave easterly having a radius of 522.00 feet and whose cord bears N07°40'21"W 115.28 feet; Thence along the arc of a curve concave westerly having a radius of 990.00 feet and whose cord bears N05°06'15"W 130.24 feet; Thence N08°52'32"W 251.67 feet; Thence along the arc of a curve concave southwesterly having a radius of 983.00 feet and whose cord bears N16°41'11"W 267.19 feet; Thence N24°29'50"W 71.57 feet; Thence along the arc of a curve concave northeasterly having a radius of 517.00 feet and whose cord bears N19°29'50"W 90.12 feet; Thence N14°29'50"W 51.76 feet; Thence along the arc of a curve concave southwesterly having a radius of 133.00 feet and whose cord bears N33°03'04"W 84.64 feet; Thence along the arc of a curve concave northeasterly having a radius of 167.00 feet and whose cord bears N29°20'24"W 126.57 feet; Thence N07°04'16"W 181.26 feet; Thence along the arc of a curve concave southwesterly having a radius of 283.00 feet and whose cord bears N19°34'16"W 122.50 feet; Thence N32°04'16"W 245.76 feet; Thence along the arc of a curve concave northeasterly having a radius of 217.00 feet and whose cord bears N19°52'11"W 91.73 feet; Thence N07°40'05"W 224.85 feet; Thence along the arc of a curve concave southwesterly having a radius of 43.00 feet and whose cord bears N38°55'05"W 44.61 feet; Thence N70°10'05"W 51.74 feet; Thence S84°25'05"W 49.75 feet to the easterly right of way line on First Street; Thence N05°38'47"W along the easterly right of way line of said First Street, 152.62 feet to the southerly line of the Chicago, St. Paul, Minneapolis and Oméha Railway Company (Now Chicago and Northwestern Transportation Company); Thence along said southerly line and the arc of a curve concave northerly having a radius of 1960.08 feet and whose chord bears N81°49'03"E 99.37 feet; Thence continuing along said southerly line, N80°21'54"E 176 feet more or less to the westerly water's edge of the Chippewa River; Thence Southeasterly along the westerly water's edge of the Chippewa River to the north line of Outlot 1 of said Certified Survey Map No. 3310; Thence S88°22'37"W along said north line of Outlot 1, 182 feet more or less to the point of beginning.

AND

That part of Outlot 3 of Pioneer Lumber Company's Addition (also known as Pioneer Lumber Company and R.F. Wilson's Addition) to the Village (now City) of Eau Claire, Eau Claire County, Wisconsin, described as follows:

Beginning at the Southwest corner of said Outlot 3; thence North along the West line of said Outlot 3 having an assumed bearing of North 4° 43' West for a base for the following described bearing a distance of 206 feet; thence North 85° 17' East, a distance of 170 feet; thence South 4° 43' East along a line parallel with the center line of said Spur Track, a distance of 206 feet to the South line of said Outlot 3; thence South 84° 59' West, a distance of 170 feet, more or less, to the point of beginning, subject to a driveway easement over the Easterly 25 feet thereof.

AND

That part of Outlot 3 of Pioneer Lumber Company's Addition (also known as Pioneer Lumber Company and R.F. Wilson's Addition) to the Village (now City) of Eau Claire, bounded and described as follows:

Beginning at the Southwest corner of said Outlot 3; thence North along the West line of said Outlot 3 having an assumed bearing of North 4°43' West for a base for the following described bearing a distance of 206 feet; thence North 85°17' East, a distance of 170 feet; thence South 4°43' East along a line parallel with the center line of said Spur Track a distance of 206 feet to the South line of said Outlot 3; thence South 84° 59' West, a distance of 170 feet, more or less, to the point of beginning.

Continued on sheet 5 of 6.

GAS: EAU CLAIRE 24029

PARCEL: CITY OF EC

SEC 17 & 18, T27N, R9W

CO: EAU CLAIRE



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 5 OF 6

Certificate of Survey

Location: City of Eau Claire, Eau Claire County, Wisconsin

Grantor: City of Eau Claire

"Property"

Continued from sheet 4 of 6:

AND

That part of Outlot 3 of Pioneer Lumber Company's Addition (also known as Pioneer Lumber Company and R.F Wilson's Addition) to the Village (now City) of Eau Claire, bounded and described as follows:

Beginning at the Southwest corner of said Outlot 3; thence North along the West line of said Outlot 3, having an assumed bearing of North 4°43' West for a base for the following described bearings, a distance of 206 feet; thence North 85°17' East, a distance of 302.43 feet to a point 8.5 feet West of and measured at right angles to the center line of the Chicago, Saint Paul, Minneapolis and Omaha Railway Company Spur Track I. C.C No. 49, as now located and established; thence South 4°43' East along a line parallel with the center line of said Spur Track, a distance of 204.4 feet to the South line of said Outlot 3; thence South 84° 59' West, a distance of 302.43 feet, more or less to the point of beginning.

AND

A parcel of land located in Outlot 1, 2, 3 and 4 of Pioneer Lumber Company's & R. F. Wilsons Addition to the Village (Now City) of Eau Claire, also being a part of Government Lot 12 Section 17 T27N, R9W & Government Lot 4 Section 18 T27N, R9W, City of Eau Claire, Eau Claire County, Wisconsin and being more particularly described as follows:

Commencing at the southwest corner of said Section 17; Thence N00°13'52"E along the west line of the SW1/4 of said Section 17, 698.46 feet; Thence S89°46'08"E 3.88 feet; Thence N00°54'21"W 633.71 feet; Thence N88°22'37"E 115.88 feet to the northeast corner of Lot 3 of Certified Survey Map No. 3310, Recorded in Volume 18 of Certified Survey Maps on Pages 300-301 as Document No. 1150403 and the point of beginning; Thence along the arc of a curve concave easterly having a radius of 522.00 feet and whose cord bears N07°40'21"W 115.28 feet; Thence along the arc of a curve concave westerly having a radius of 990.00 feet and whose cord bears N05°06'15"W 130.24 feet; Thence N08°52'32"W 251.67 feet; Thence along the arc of a curve concave southwesterly having a radius of 983.00 feet and whose cord bears N16°41'11"W 267.19 feet; Thence N24°29'50"W 71.57 feet; Thence along the arc of a curve concave northeasterly having a radius of 517.00 feet and whose cord bears N19°29'50"W 90.12 feet; Thence N14°29'50"W 51.76 feet; Thence along the arc of a curve concave southwesterly having a radius of 133.00 feet and whose cord bears N33°03'04"W 84.64 feet; Thence along the arc of a curve concave northeasterly having a radius of 167.00 feet and whose cord bears N29°20'24"W 126.57 feet; Thence N07°04'16"W 181.26 feet; Thence along the arc of a curve concave southwesterly having a radius of 283.00 feet and whose cord bears N19°34'16"W 122.50 feet; Thence N32°04' 16"W 245.76 feet; Thence along the arc of a curve concave northeasterly having a radius of 217.00 feet and whose cord bears N19°52'11" W 91.73 feet; Thence N07°40'05"W 224.85 feet; Thence along the arc of a curve concave southwesterly having a radius of 43.00 feet and whose cord bears N38°55'05"W 44.61 feet; Thence N70°10'05"W 51.74 feet; Thence S84°25'05"W 49.75 feet to the easterly right of way line on First Street; Thence N05°38'47"W along the easterly right of way line of said First Street, 152.62 feet to the southerly line of the Chicago, St. Paul, Minneapolis and Omaha Railway Company (Now Chicago and Northwestern Transportation Company); Thence along said southerly line and the arc of a curve concave northerly having a radius of 1960.08 feet and whose chord bears N81°49'03"E 99.37 feet; Thence continuing along said southerly line, N80°21'54"E 176 feet more or less to the westerly water's edge of the Chippewa River; Thence Southeasterly along the westerly water's edge of the Chippewa River to the north line of Outlot 1 of said Certified Survey Map No. 3310; Thence S88°22'37"W along said north line of Outlot 1, 182 feet more or less to the point of beginning.

AND

Block 13 of R. F. Wilson's Addition to the Village (Now City) of Eau Claire, Eau Claire County, Wisconsin.

AND

Street Vacation as part of resolution recorded in Volume 466, Page 665, as Document No. 448889.

Continued on sheet 6 of 6.

GAS: EAU CLAIRE 24029

PARCEL: CITY OF EC

SEC 17 & 18, T27N, R9W

CO: EAU CLAIRE



NORTHERN STATES POWER
WISCONSIN

EXHIBIT A SHEET 6 OF 6

Certificate of Survey

Location: City of Eau Claire, Eau Claire County, Wisconsin

Grantor: City of Eau Claire

Continued from sheet 5 of 6:

"Easement Area":

A 10.00 foot wide easement over, under, and across that part of the herein before described "Property" which lies within 5.00 feet on each side of the following described centerline:

Commencing at the southwest corner of Lot 2 of Certified Survey Map No. 3851, recorded in Volume 23, Pages 89-90, as Document No. 1245034, Eau Claire, Wisconsin; thence North 05°40'16" West 747.19 feet to the northwest corner of Lot 1 of said Certified Survey Map; thence North 83°26'34" West 303.06 feet to the point of beginning of the centerline to be described; thence North 83°59'17" East 345.32 feet; thence North 86°18'51" East 129.89 feet; thence North 83°59'17" East 500.00 feet and said centerline there terminating.

Containing 0.08 acres, more or less.

GAS: EAU CLAIRE 24029

PARCEL: CITY OF EC

SEC 17 & 18, T27N, R9W

CO: EAU CLAIRE

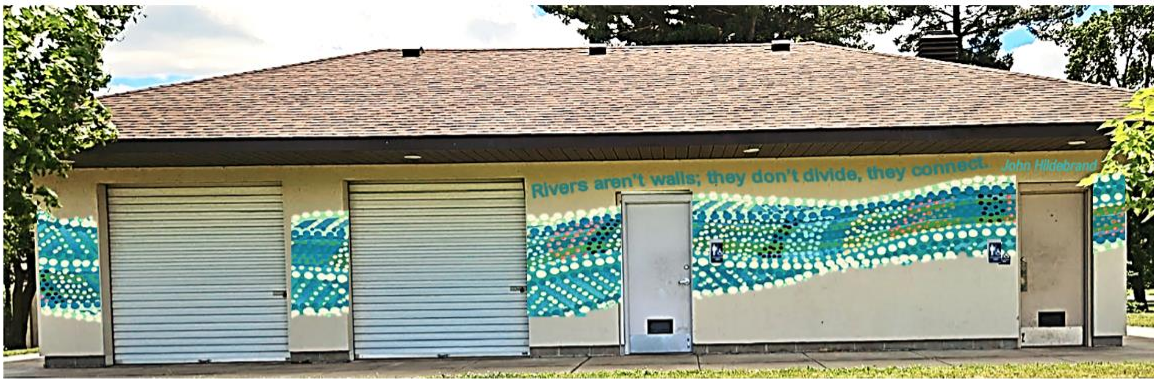
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WEST WALL



SOUTH WALL



NORTH WALL



EAST WALL