

**FENCE AND GATE
EASEMENT
AGREEMENT**

THIS FENCE GATE EASEMENT AGREEMENT (the “Easement”), entered into as of the date below, and made by and between Northern States Power Company (“NSP”), a Minnesota corporation, d/b/a Xcel Energy, with an address of 414 Nicollet Mall, Minneapolis, Minnesota 55401, and County of Dakota, a political subdivision of the State of Minnesota, having an address of 14955 Galaxie Ave, Apple Valley, MN 55124 (“Grantee”). NSP and Grantee may be together referred to as the ‘Parties’.

WITNESSETH

WHEREAS, NSP is the fee owner of certain real property located in Section 14 Township 112 Range 18, Dakota County, MN identified as Parcel ID: 31-01300-25-010; and legal described in **Exhibit A** as the “Property”.

WHEREAS, Grantee desires use of the above described Property shown and described in **Exhibit B**, attached hereto (the “Easement Area”), for activities described below; and

WHEREAS, the Parties acknowledge Grantee’s existing access rights to the Easement Area as established by that certain Easement Agreement dated April 6, 1987, and recorded as Document No. 777899 in the Office of the Dakota County Recorder.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Parties agree as follows:

1. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NSP hereby grants unto Grantee the perpetual right, privilege and easement to erect and maintain a gate and fence, together the “Facilities” over that portion of the Property described as the Easement Area.
2. Allowed Uses/Restrictions.

Use of Property:

- (a) Grantee shall use the Easement Area for the purpose of erecting and maintaining a fence and gate.
 - (b) Upon notice to Grantee, NSP shall have the right to move the Facilities at its sole discretion. NSP shall be guaranteed access into the gated area at all times. NSP shall have its own lock on the gate to permit access over the Easement Area. Grantee shall provide plans for the proposed fence for review and approval by NSP.
 - (c) Grantee shall ensure all of the Easement Area is kept free of rubbish, waste, and debris and the Easement Area is kept in a neat, safe and orderly condition.
 - (d) Any soil disturbance created by Grantee shall be graded, seeded and mulched to prevent soil erosion.
 - (e) The Easement Area shall not be used in any manner or form inconsistent with the allowed use of the Easement Area stated herein.
 - (f) Grantee shall ensure that there shall be no fires or open burning on the Easement Area, including but not limited to bonfires, campfires, fireworks, cooking fires, torch burning and open flames.
 - (g) Grantee shall ensure that there will not be any references that will defame or present NSP in a negative or harmful way.
 - (h) NSP shall have the right to pre-approve the exact location(s) of the Facilities, reserving the right to make modification to those location(s) at its sole discretion.
 - (i) Grantee shall ensure that there shall be no photographing or filming of any of NSP's facilities located on or near the Property.
3. Easement Granted "As Is". Grantee shall accept the Property in "as is". NSP makes no specific or implied disclosure or warranty as to the presence or location of hazardous materials on the Property.
4. Access Parties' Responsibilities. From time to time, Grantee may allow third parties access to the Easement Area (the "Access Parties"). Access Parties shall obey all NSP written rules and regulations made known to them prior to their entry as well as reasonable oral instructions related to safety as such are made known to the Access Parties during their presence on the Property.
5. Access Party's Sole Risk. All materials, equipment, work, and installations of any nature brought upon the Property by any Access Party shall be at the risk of that Access Party. Neither NSP nor any party acting on NSP's behalf shall be responsible for any damage or loss or destruction of such items brought to the Property and all Access Parties hereby release NSP from all claims arising out of loss, damage or destruction of such items.

6. Non-Interference. Grantee's use of the Property shall not interfere with NSP's utilization of the Property for NSP's business purposes in any way.
7. No Environmental Warranties. NSP makes no specific or implied disclosure or warranty as to the presence or location of Hazardous Materials on the Property. Grantee is aware that it is possible that Hazardous Materials could exist anywhere on or near the Property, accepts the Property "AS IS", and enters the Property at its own risk.
8. Safety. Grantee shall identify all hazardous and potentially hazardous areas on or about the Easement Area and shall inform its employees, independent contractors, subcontractors, suppliers, invitees and representatives and members of the public so as to safeguard against any and all hazards or other safety risks.
9. No Introduction of Hazardous Materials. Except with the express written permission of NSP, Grantee shall not bring onto the Property, or permit to be brought onto the Property, any Hazardous Materials, or other regulated waste or material (including but not limited to petroleum, asbestos, PCBs, coal, coal ash or coal combustion residuals), which has the potential to spill or be released onto the Property or adjacent areas. In the event Grantee brings Hazardous Materials onto the Property (with or without permission of NSP), Grantee shall comply with all applicable laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. Grantee shall remove such Hazardous Materials from the Property immediately upon request of NSP. Grantee shall bear all costs related to environmental investigation, cleanup, removal, or restoration (including but not limited to any cleanup or restoration of any impacted wildlife, water, air, groundwater, natural resources, soil, or land, including, but not limited to, the Property,) incurred as a result of the presence of such Hazardous Materials on the Property, or arising out of the acts or omissions of Grantee, its agents, sublessees, invitees, or employees.
10. Managing Hazardous Materials. Grantee shall be responsible for properly managing, transporting, treating, storing and/or disposing of any Hazardous Materials Grantee generates at the Property in connection with the Facility and/or its activities, including the disturbance or exacerbation of any pre-existing Hazardous Materials encountered by Grantee on the Property.
11. Notification of Hazardous Materials. Grantee shall notify NSP of any Hazardous Materials that Grantee encounters on the Property immediately upon encountering the Hazardous Materials.

12. Grantee to Operate in Accordance with Environmental Laws. Grantee shall construct and operate the Facilities and conduct all activities in accordance with applicable Environmental Laws, including obtaining all required permits for its activities at the Property and signing all waste manifests. NSP shall not be listed as a generator for any wastes generated in connection with the Facility and/or Grantee's activities.
13. Grantee's Sole Risk and Expense. Grantee agrees that use of the Easement Area by Grantee hereunder, or its employees, grantees, agents, contractors, subcontractors, invitees, suppliers and other persons, shall be at the sole risk and expense of Grantee.
14. Grantee's Responsibilities. It is Grantee's responsibility to ensure that the use of the Easement Area will not be in violation of any lawful regulation, ordinance, statute, order, decree or permit of the County of Dakota, the State of Minnesota, or any other governmental entity that may have jurisdiction over these Easement Area. Grantee will not permit or undertake any activities on the Easement Area that will invalidate Grantee's insurance policy required under Section 5 hereof or that will unduly raise the rate of insurance on the Easement Area.
15. Costs. Grantee shall timely pay all fees, taxes, wages, salaries and other charges and expenses in any manner associated with this Agreement.
16. Security. Grantee shall provide all security necessary pursuant to this Agreement, including that necessary for its vehicles, improvements, machinery, equipment, facilities and supplies and NSP shall have no liability for loss or damage arising out of Grantee's failure to properly provide such security.
17. Release and Hold Harmless.

a. As used in this Easement Agreement, the term "Claims" means (1) claims, demands, liens, suits, actions, causes of action, proceedings, orders, decrees and judgments of any kind or nature whatsoever by or in favor of anyone whomsoever including claims asserted against NSP by a federal, state or local government entity; (2) losses, liabilities, costs, damages and expenses, including attorneys' fees, expert witness fees, consultant fees, and court and arbitration costs, at all levels, whether or not litigation or arbitration is commenced; (3) fines and penalties; (4) environmental costs, including, but not limited to, investigation, removal, remediation, and restoration costs, natural resource damages, and consultant and other fees and expenses; (5)

damages of any kind, including lost profits and consequential damages; and (6) any and all other costs or expenses.

b. As used in this Easement Agreement, the term “Injury” means (1) death, personal injury, or property, environmental, or natural resources damages, and any other losses, obligations or damages incurred by NSP for which NSP would reasonably expect to have obligations under environmental laws; (2) loss of profits or other economic injury; and (3) disease or actual or threatened health effect.

c. Grantee shall release, save and hold harmless NSP, its partners, directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims and threatened Claims arising from, alleged to arise from, resulting from or alleged to result from, in whole or in part, (1) this Easement Agreement; (2) any act or omission of Grantee, or any of Grantee’s employees or agents; or (3) the presence of the Grantee, or any of Grantee’s employees or agents, in, upon, at, or about the Property.

d. The Grantee’s duty to hold harmless and release hereunder shall apply to any and all Claims and threatened Claims, and Injury, including, but not limited to:

i. Claims asserted by employees or agents of the Grantee, and federal, state, or local government;

ii. Claims arising from, or alleged to be arising in any way from, the existence at or near the Property of (1) electric power generation, transmission, distribution, or related facilities; (2) electricity or electromagnetic fields; (3) natural gas gathering, storage, transmission, distribution, or related facilities; (4) asbestos or asbestos containing materials.

iii. Claims arising from the presence, release, disturbance, and/or exacerbation of any Hazardous Materials as defined below, regardless of origin, in, on, over, or around the Facility, or the off-site transportation and/or disposal of any Hazardous Materials. This release does not apply, however, to any Claims arising out of or related to Hazardous Materials first generated, and brought onto and introduced to the Property, by NSP, unless such pre-existing Hazardous Materials are disturbed or exacerbated by Grantee;

iv. Claims arising from, or alleged to be arising in any way from, the acts or omissions of the Grantee, agents, or employees; and

v. Claims occasioned by or related to an actual or alleged Injury.

e. The term “Hazardous Materials” includes any substance, pollutant, contaminant, chemical, material or waste that is regulated, listed, or identified under any Environmental Laws,

or which is deemed or may be deemed hazardous, dangerous, damaging or toxic to living things or the environment, and shall include, without limitation, any flammable, explosive, or radioactive materials; hazardous materials; radioactive wastes; hazardous wastes; hazardous or toxic substances or related materials; polychlorinated biphenyls; petroleum products, fractions and by-products thereof; asbestos and asbestos-containing materials; perfluoroalkyl and polyfluoroalkyl substances, medical waste, solid waste, and any excavated soil, debris, or groundwater that is contaminated with such materials.

f. The term “Environmental Law” includes any and all applicable environmental laws, whether imposed by statute or derived from common law including, but not limited to, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (42 U.S.C. § 9601, et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Hazardous Material Transportation Act, (49 U.S.C. § 5101, et seq.), the Federal Water Pollution Control Act, (33 U.S.C. § 1251, et seq.), the Clean Air Act, (42 U.S.C. § 7401, et seq.), and applicable state counterparts, and their implementing regulations, all as amended from time-to-time, and all other comparable federal, state or local environmental, conservation or environmental protection laws, human health and safety, rules or regulations..

g. Notwithstanding any provision of the foregoing that may be interpreted to the contrary, this release will not apply to any Claims if and to the extent directly caused by the gross negligence or willful misconduct of NSP. Grantee’s obligations under this Section shall survive the expiration or termination of the Easement and Agreement until satisfied.

18. Disclaimer of Warranty. NSP makes no representation as to the suitability of the Easement Area for the Permitted Use and no such representation, or any other representations, are made by NSP or shall be implied by operation of law or otherwise. Additionally, NSP shall have no responsibility or liability, of any kind, type, nature or description on account of the failure, cessation or termination of electric service to the Easement Area; on account of inadequate or improper functioning of the equipment of Grantee; on account of any interference, regardless of source, with the exception of interference caused by any of NSP’s equipment that is not operating within its own specific Easement parameters, with signals transmitted from the equipment of Grantee, of any kind, type, nature or description, including by way of illustration but not limitation, loss or damage due to fire, water, windstorm, hail, lightning, earthquake, riot, vandalism, theft, acts of contractors, acts of agents or employees or others utilizing the Easement Property, or for any other cause whether originating from, within or without the communications system of Grantee. Further, NSP shall have no liability or responsibility of any kind, nature or description for maintenance, repair, restoration or renovation of the equipment of Grantee.

19. NSP's Reserved Rights. NSP reserves the right, at any time and from time to time, to make such use of the Easement Area as it may desire, at its sole discretion and for any purpose, including, but not limited to, the construction, operation or maintenance of its electric power generation, transmission or distribution and appurtenant facilities located or to be located on the Easement Area. In the exercise by NSP of the foregoing rights, NSP will use its best efforts not to unreasonably interfere with the Permitted Use. However, NSP shall not in any event be liable for inconvenience, annoyance, disturbance or other damage to Grantee, or the Permitted Use, by reason of the exercise of the foregoing rights or any other rights of NSP to enter into or use the Easement Area, and the obligations of Grantee under this Agreement shall not be affected in any manner.
20. Distance and Height Requirements. Grantee shall construct and use the Property so as to maintain the maximum distance between the Permitted Use and NSP's electric, natural gas, , or other facilities located on the Property, allowable by the height, width and terrain of the Property. If the Permitted Use crosses over or under NSP's electrical and/or, natural gas, the crossing shall be as directed by NSP. Notwithstanding the foregoing, minimum vertical and horizontal separations, as directed by NSP, shall be maintained on all crossings and parallel encroachments. A working clearance of 15 feet between the electrical conductors and any equipment used under or near the transmission line, and a clearance of 10 feet to the physical proximity of workers must be maintained at all times. In addition, any construction near the transmission line shall comply with all OSHA Safety Clearances.
21. NSP's Electric Power Advisory. Grantee agrees and understands that NSP has constructed electric power generation, transmission, distribution, or related facilities on the Property; Grantee has been fully advised by NSP that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Grantee shall advise all of its employees, Grantees, agents, contractors, subcontractors, invitees, suppliers and other persons who enter upon the Property, pursuant to the provisions of this Grantee, of the existence and nature of such electric facilities and the potential danger and risk involved.
22. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota.
23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
24. Binding Effect. All the terms, conditions and covenants of this Agreement shall be binding and shall inure to the benefit of the successors and assigns of the parties hereto.
25. Notices. All notices to either party to this Agreement shall be effective upon personal delivery or by deposit of the same in the United States mail postage prepaid, certified or registered and addressed as follows:

NSP:

Northern States Power Company
Siting & Land Rights
414 Nicollet Mall
Minneapolis, MN 55401

Grantee:

County of Dakota
Physical Development Division
14955 Galaxie Ave
Apple Valley, MN 55124

Either party may change its address for notice by providing written notice to the other party.

(signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of this ____ day of _____, 2026.

NSP:

NORTHERN STATES POWER COMPANY

By _____
Peter D. Gitzen, Manager
Siting and Land Rights,
Xcel Energy Services Inc.
as Authorized Agent for
Northern States Power Company

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Peter D. Gitzen, Manager Siting and Land Rights, Xcel Energy Services Inc. as Authorized Agent for Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, on behalf of the corporation.

NOTARY PUBLIC

Grantee:

COUNTY OF DAKOTA

By _____
Laurie Halvorsen
County Board Chair

ATTEST:

By _____
Jennifer Reynolds
Clerk to the Board

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared Laurie Halvorsen and Jennifer Reynolds to me personally known, who being each by me duly sworn, each did say that they are respectively the County Board Chair and Clerk to the Board of Dakota County, the political subdivision of the State of Minnesota named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said political subdivision by authority of its Board of Commissioners and said County Board Chair and Clerk to the Board acknowledged said instrument to be the free act and deed of said political subdivision.

Notary Public

RECORDED FOR THE BENEFIT OF COUNTY OF DAKOTA AND EXEMPT FROM RECORDING FEES PER MINNESOTA STATUTE 386.77.

EXHIBIT A

“Property”

That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows: Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

EXHIBIT B

“Easement Area”

A 10.00 foot wide strip of land over part of the following described subject property: That part of the Northeast Quarter of Section 14 and that part of the Northwest Quarter of Section 13 all in Township 112 North, Range 18 West, Dakota County, Minnesota, described as follows: Beginning at a point on the north line of said Northeast Quarter of Section 14 a distance of 225 feet west from the northeast corner of said Northeast Quarter of Section 14; thence east along said north line a distance of 225 feet to said northeast corner; thence southerly deflecting at an angle to the right of 89 degrees 20 minutes and on the east line of said Northeast Quarter of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90 degrees a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8 degrees 56 minutes a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13 degrees 41 minutes 20 seconds a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28 degrees 20 minutes a distance of 133.49 feet to the intersection with a line drawn southerly from the point of beginning and parallel with the east line of said Northeast Quarter of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

Said 10.00 foot wide strip of land lies contiguous and northerly of the following described line: Commencing at the northeast corner of said Northeast Quarter of Section 14; thence South 00 degrees 25 minutes 29 seconds East, assumed bearing along the east line of said Northeast Quarter a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90 degrees along said subject property a distance of 110 feet; thence southerly deflecting at an angle to the right of 90 degrees along said subject property a distance of 290.13 feet to the point of beginning of the line to be described; thence South 89 degrees 34 minutes 31 seconds West a distance of 100.00 feet and said line there terminating.