

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (“Easement”), entered into as of the date below, is made by and between the County of Dakota, a political subdivision of the State of Minnesota ("Grantor"), and Northern States Power Company ("NSP"), a Minnesota corporation, d/b/a Xcel Energy, duly authorized to transact business in the States of Minnesota, with an office at 414 Nicollet Mall, MP-8, Minneapolis Minnesota.

WITNESSETH

WHEREAS, the Grantor owns certain real property (“Grantor’s Property”) in the County of Dakota, State of Minnesota, legally described as:

The East 400 Feet of the Northeast Quarter of the Northeast Quarter of Section 14, Township 112 North, Range 18 West, Dakota County, Minnesota.

EXCEPTING 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.

WHEREAS, NSP owns certain real property ("NSP Property"), in the County of Dakota, State of Minnesota, legally described as:

That part of the NE ¼ of Section 14, and that part of the NW ¼ of Section 13, all in Township 112 North, Range 18 West, described as follows:

Beginning at a point on the North line of said NE ¼ of Section 14 a distance of 225 feet west from the Northeast corner of said NE ¼ 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°20' and on the East line of said NE ¼ of Section 14 a distance of 564.62 feet; thence easterly deflecting at an angle to the left of 90° a distance of 110 feet; thence southerly deflecting at an angle to the right of 90° a distance of 391.6 feet; thence westerly deflecting at an angle to the right of 90° a distance of 150 feet; thence northwesterly deflecting at an angle to the right of 8°56' a distance of 36.03 feet; thence northwesterly deflecting at an angle to the right of 13°41'20" a distance of 91.14 feet; thence northerly deflecting at an angle to the right of 67°8'40" a distance of 350.95 feet; thence northwesterly deflecting at an angle to the left of 28°20' 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 NE ¼ of Section 14; thence northerly on said parallel line a distance of 450 feet to the point of beginning.

WHEREAS, the parties desire to establish a permanent roadway easement for NSP to obtain access to the southwest substation gate on the NSP Property lying southeast of the Grantor's Property defined herein.

NOW, THEREFORE, 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, the Grantor hereby grants unto NSP the perpetual right, privilege and easement for ingress and egress to by NSP, its contractors, successors or assigns, their personnel, vehicles and equipment to be exercised over the portion of the Grantor's Property described and depicted as follows:

See attached Exhibits A and A-1 (the "Easement Area")

2. NSP shall pay for or repair all damages to Grantor caused by the exercise of these rights. Claims on account of such damages may be referred to the nearest NSP office.
3. Grantor covenants with NSP, its successors and assigns, that Grantor is the owner of the above-described premises and has the right to sell and convey an easement in the manner and form aforesaid.
4. Grantor agrees not to erect any buildings, structures or other objects, permanent or temporary, except fences, upon the Easement Area. Grantor further agrees not to plant any trees within the Easement Area without the prior express written approval from NSP, nor to not perform any act which will interfere with or endanger said lines.
5. NSP reserves the right to maintain, install and repair existing and future underground facilities located on Grantor's Property for the protection and integrity of the substation including ground wires, ground rods, communication equipment or other equipment required by NSP to maintain the substation. Said facilities will be placed as not to impede access of ingress and egress to Grantors property. NSP shall obtain written approval from the Grantor prior to installing the underground facilities, said approval not to be unreasonably withheld by Grantor.
6. This Easement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns and incorporates all agreements and stipulations between the parties and no prior representations or statements, verbal or written, shall modify, add or change the terms hereof.

IN WITNESS WHEREOF, the Parties have caused this Access Easement Agreement to be executed this ___ day of _____, 2026.

COUNTY OF DAKOTA

By _____
Laurie Halvorsen
County Board Chair

ATTEST:

By _____
Jennifer Reynolds
Clerk to the Board

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

This instrument was drafted by:
Northern States Power Company
414 Nicollet Mall MP7,
Minneapolis, MN55401

EXHIBIT A

Easement Area

A 25.00-foot-wide perpetual access easement over part of the east 400 feet of the Northeast Quarter of the Northeast Quarter of Section 14, Township 112 North, Range 18 West, Dakota County, Minnesota, said easement lies contiguous to and westerly of Line A described as part of the following described parcel:

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 and the point of beginning of hereinbefore referenced Line A; thence northerly deflecting at an angle to the right of 67 degrees 08 minutes 40 seconds a distance of 350.95 feet and the point of termination of said Line A; 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 A-1

