

SECOND AMENDMENT TO DRIVEWAY EASEMENT AGREEMENT

THIS SECOND AMENDMENT TO DRIVEWAY EASMENT AGREEMENT (“Second Amendment”), entered into as of the date below, is made by and between Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (“NSP”), and the County of Dakota, a political subdivision of the State of Minnesota (“Grantee”). Together, NSP and the County are referred to as the “Parties.”

WITNESSETH

WHEREAS, NSP is the owner of certain real property legally described by **Exhibit A**, attached hereto (the “NSP Parcels”); and

WHEREAS, Grantee is the owner of certain real property immediately adjacent to the south and east of the NSP Parcels (the “County Property”); and

WHEREAS, NSP, Goodhue County and Grantee entered into that certain Driveway Easement Agreement which allowed Grantee ingress and egress over the NSP Parcels to the County Property, dated April 6, 1987, and recorded on April 15, 1987, as Document No. 777899 with the Dakota County Office of the Recorder (the “Agreement”).

WHEREAS, Goodhue County is no longer a party to the Agreement as evidenced by that certain Quit Claim Deed in favor of Grantee dated October 21, 2010, and recorded as Document No. 2805375 with the Dakota County office of the Recorder.

WHEREAS, the Parties executed a First Amendment to the Agreement, dated September 6, 2023, and recorded as Document No. 3609429 with the Dakota County office of the Recorder.

WHEREAS, the Parties now desire to amend the Agreement again to update the legal description and depiction of the easement to reflect the County’s current use and encumbrance of the NSP Parcels.

NOW, THEREFORE, the Parties agree as follows:

- 1. The Easement for Ingress and Egress, as set forth in the Agreement and First Amendment thereto, is amended to include the area legally described and depicted as set forth in **Exhibit B** and **B-1**, attached hereto.

2. Except as modified by this Second Amendment, all other terms of the Agreement and/or First Amendment thereto, shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Driveway Easement Agreement to be executed this ____ day of _____, 2026.

GRANTOR

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

Legal Description of NSP Parcels

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

Legal Description of Expanded Driveway Easement

A 24.00 foot wide perpetual access easement over, under and across 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.

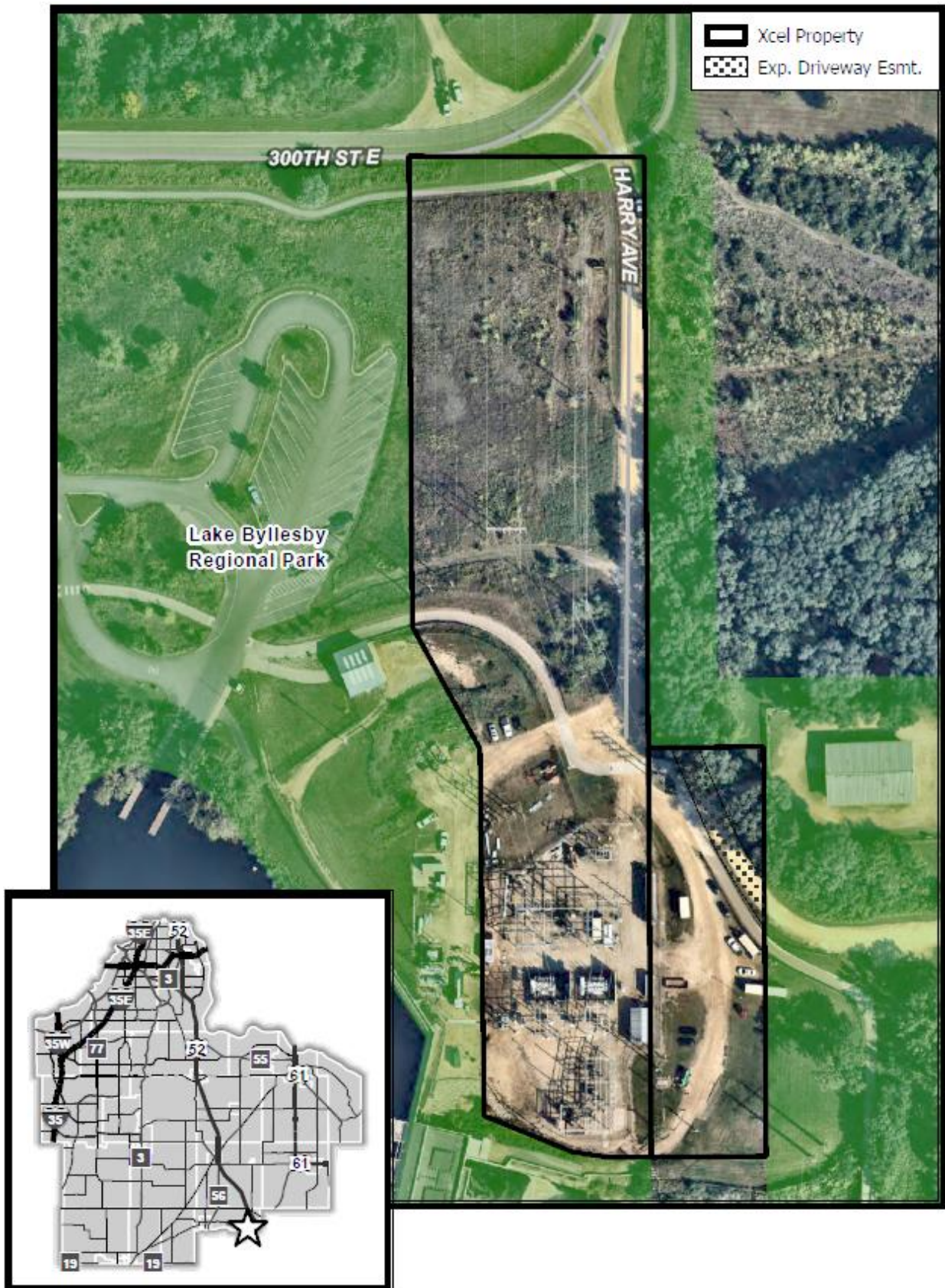
The centerline of said access easement is described as follows:

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 the boundary of said subject property a distance of 34.51 feet to the point of beginning of the centerline to be described; thence South 23 degrees 15 minutes 26 seconds East a distance of 72.23 feet; thence southeasterly a distance of 68.51 feet along a tangential curve concave to the northeast having a radius of 400.00 feet and a central angle of 09 degrees 48 minutes 46 seconds; thence South 33 degrees 04 minutes 12 seconds East tangent to said curve a distance of 28.94 feet to the east boundary of said subject property and said centerline there terminating.

Access easement area = 4,073 sf

EXHIBIT B-1

General Depiction of NSP Parcels; County Property; and Expanded Driveway Easement



Sec. 13-14, 1112 N., R16 W.
Facility: Cannon Falls Tran. Sub.

COUNTY DAKOTA, MN
Grantee: Dakota County