

(Above space reserved for Recording Information)

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement (“Easement”) is made by and between the County of Ramsey, a political subdivision of the State of Minnesota, (“Grantor”) and Northern States Power Company, d/b/a Xcel Energy, a Minnesota (“Grantee”) (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, Grantor is the fee owner of real property that is legally described on the attached **Exhibit A** (“Property”); and

WHEREAS, Grantee owns a permanent easement on Grantor’s Property for the operation and maintenance of electric transmission lines; and

WHEREAS, Grantee is making improvements to its electric transmission lines on the Property, which project is called the Line 0982/0893 Rebuild (“Project”); and

WHEREAS, Grantee needs a temporary easement over, under and across portions of Grantor’s Property for the Project.

NOW THEREFORE, for valuable consideration, the receipt of which is acknowledged by Grantor, and in further consideration for the mutual promises made below, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its agents, contractors, permittees, successors, and assigns, a Temporary Construction Easement over, under and across that part of the Property legally described on the attached **Exhibit B** (the “Easement Area”) and depicted for reference on the attached **Exhibit C** for the Project.

2. **Use.** Grantee may use the Easement Area for purposes of constructing the Project, which may include [e.g. staging construction materials and equipment, banking soil or project debris, construction project staff parking, installation of utilities, or other specific purposes].

Subsequent to the date of the Easement and until such Easement has expired,
Project #0892-0893 1 of 8
Form ver. Feb 2022

Grantor, its heirs, successors, and assigns, will not erect, construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Easement Area or plant any trees, or stockpile construction debris or construction equipment, or change the grade of the Easement Area without Grantee's express written consent.

3. **Term of Easement.** The Easement shall commence on the November 1, 2025 and shall remain in full force and effect until December 31, 2026 unless otherwise extended in writing by the Parties.

4. **Restoration.** Upon completion of the Project Grantee shall make reasonable efforts to restore the Easement Area to a like kind condition or the condition that existed prior to the granting of this Easement.

5. **Representation of Ownership.** Grantor represents that it is the lawful owner and is in lawful possession of the above-described real estate and has the lawful right and authority to convey and grant the Easement.

6. **Notices and Demands.** All notices, requests, demands, consents, and other communications required or permitted under this Easement shall be in writing and shall be deemed to have been duly and properly given 3 business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: Ramsey County
2015 Van Dyke Street
Maplewood, MN 55109

Grantee: Xcel Energy
414 Nicollet Mall
6th Floor
Minneapolis, MN 55401
Attn: Siting and Land Rights

7. **Termination, Amendment, or Release of Easement.** The Easement may only be amended by written agreement signed by the Parties or their successors and/or assigns. If amended, either the Grantee or the Grantor shall record the amendment against the Property. Grantee may release the Easement at any time during the Term by a executing a Release of Easement and recording the same against the Property and providing a copy of the Release of Easement to the Grantor. After the Term of the Easement has expired, this Easement shall automatically expire without further action by the parties.

8. **Miscellaneous.**

a. **Binding Covenant.** The provisions and conditions of this Easement shall be binding upon and inure to the benefit of the Parties and their successors and assigns and shall constitute a covenant running with the land.

b. **Waiver.** No waiver of any provision of this Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Easement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

c. **Liability.** Each Party is responsible for their own acts and omissions and the results thereof to the extent authorized by the law. This shall not be construed to waive any liability limits or immunities including those arising under Minnesota Statutes Chapter 466.

d. **Governing Law.** This Easement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.

e. **Counterparts.** This Easement may be executed in any number of counterparts, each of which is to be deemed to be an original and the counterparts together constitute one and the same Easement. A physical copy or electronic copy of this Easement, including its signature pages, will be binding, and deemed to be an original.

f. **Severability.** The provisions of this Easement are severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

g. **No Presumption against Drafter.** This Easement has been negotiated at arm's length and with the opportunity for the Parties to consult legal counsel regarding its terms. Accordingly, this Easement shall be interpreted to achieve the intent and purpose of the Parties, without any presumption against the drafting party.

h. **Authority of Signatory.** Each party to this Easement warrants to the other that it has the right and authority to enter into this Easement.

The remainder of this page is intentionally left blank.

EXHIBIT A

Legal Description of the Property

The Southwest quarter of the Southeast quarter of Section 10, Township 28, Range 22.

AND

The North $\frac{1}{2}$ of the Southeast quarter of Section 10, township 28, Range 22.

AND

The Southeast quarter of the Southeast quarter of Section 10, Township 28, Range 22.

EXHIBIT B

Temporary Construction Easement Area Legal Description

Commencing at the northeast corner of the Southeast Quarter of Section 10, Township 28 North, Range 22 West, Ramsey County, Minnesota; thence South 89 degrees 52 minutes 17 seconds West along the north line of said Southeast Quarter, a distance of 8.61 feet to the point of beginning; thence South 61 degrees 30 minutes 22 seconds West, a distance of 476.85 feet; thence South 60 degrees 57 minutes 35 seconds West, a distance of 670.51 feet; thence South 59 degrees 44 minutes 24 seconds West, a distance of 665.22 feet; thence South 60 degrees 29 minutes 14 seconds West, a distance of 878.64 feet to the south line of the North Half of said Southeast Quarter; thence South 89 degrees 53 minutes 03 seconds West along said south line, a distance of 262.34 feet to the west line of said North Half; thence North 00 degrees 16 minutes 43 seconds West along the west line of said North Half, a distance of 41.48 feet; thence North 60 degrees 27 minutes 39 seconds East, a distance of 2594.80 feet to said north line; thence North 89 degrees 52 minutes 17 seconds East along said north line, a distance of 349.52 feet to the point of beginning.

AND

Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter of Section 10, Township 28 North, Range 22 West, Ramsey County, Minnesota; thence North 00 degrees 16 minutes 43 seconds West along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 1168.13 feet to the point of beginning; thence continuing North 00 degrees 16 minutes 43 seconds West along said west line, a distance of 147.57 feet to the north line of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 53 minutes 03 seconds East along said north line, a distance of 262.34 feet; thence South 60 degrees 29 minutes 14 seconds West, a distance of 300.63 feet to the point of beginning.

EXHIBIT C

Temporary Construction Easement Area Depiction For Reference Purposes Only

Commencing at the northeast corner of the Southeast Quarter of Section 10, Township 28 North, Range 22 West, Ramsey County, Minnesota; thence South 89 degrees 52 minutes 17 seconds West along the north line of said Southeast Quarter, a distance of 8.61 feet to the point of beginning; thence South 61 degrees 30 minutes 22 seconds West, a distance of 476.85 feet; thence South 60 degrees 57 minutes 35 seconds West, a distance of 670.51 feet; thence South 59 degrees 44 minutes 24 seconds West, a distance of 665.22 feet; thence South 60 degrees 29 minutes 14 seconds West, a distance of 878.64 feet to the south line of the North Half of said Southeast Quarter; thence South 89 degrees 53 minutes 03 seconds West along said south line, a distance of 262.34 feet to the west line of said North Half; thence North 00 degrees 16 minutes 43 seconds West along the west line of said North Half, a distance of 41.48 feet; thence North 60 degrees 27 minutes 39 seconds East, a distance of 2594.80 feet to said north line; thence North 89 degrees 52 minutes 17 seconds East along said north line, a distance of 349.52 feet to the point of beginning.

AND

Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter of Section 10, Township 28 North, Range 22 West, Ramsey County, Minnesota; thence North 00 degrees 16 minutes 43 seconds West along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 1168.13 feet to the point of beginning; thence continuing North 00 degrees 16 minutes 43 seconds West along said west line, a distance of 147.57 feet to the north line of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 53 minutes 03 seconds East along said north line, a distance of 262.34 feet; thence South 60 degrees 29 minutes 14 seconds West, a distance of 300.63 feet to the point of beginning.



NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 1 OF 1 SHEETS



1" = 400'

LOCATION: CITY OF ST. PAUL, RAMSEY COUNTY, MINNESOTA
GRANTOR: COUNTY OF RAMSEY



2025-01-31 VIEW ONLY!

LINE: 0892-0893
SEC. 10, T.28N., R.22W., 4TH P.M.
COUNTY: RAMSEY



NORTHERN STATES POWER
MINNESOTA

EXHIBIT A SHEET 1 OF 1 SHEETS



1" = 200'

LOCATION: CITY OF ST. PAUL, RAMSEY COUNTY, MINNESOTA
GRANTOR: COUNTY OF RAMSEY



2025-01-31 VIEW ONLY!

SE CORNER
OF THE SE 1/4
SEC. 10-T28-R22

LINE: 0892-0893
SEC. 10, T.28N., R.22W., 4TH P.M.
COUNTY: RAMSEY