

TEMPORARY RIGHT-OF-ENTRY AGREEMENT
Xcel Energy Line 0892-0893 Rebuild Project

This Right-of-Entry Agreement (“**Agreement**”) is made and entered into by and between the County of Ramsey, a political subdivision of the State of Minnesota (“**County**”), and the Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy (“**NSP**”) (each singularly “**Party**” and jointly “**Parties**”).

WHEREAS, the County owns real property located in Sec. 10, 11, and 14, Twn 28, Rng. 22 in Ramsey County withing what is commonly called Pig’s Eye Lake in Ramsey County, MN (“**Park**”), and

WHEREAS, NSP has a need to undertake the reconstruction of transmission lines located in the Park to increase reliability and resilience in the Park for the purposes of maintaining existing electric supply to the communities of Ramsey County and protecting public health and the environment as more fully set forth on **Exhibit A** (the “**Project**”), and

WHEREAS, NSP intends to construct the Project starting in January of 2026 with completion expected in the first quarter of 2027.

WHEREAS, for purposes of conducting the Project, the County is willing to grant NSP and its contractors’ access within the Park for construction of the Project, subject to the terms and conditions of this Agreement, and

WHEREAS, the Parties intend to enter into a separate Temporary and Permanent Easement Agreements that will provide terms for compensation to the County for easements.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements stated below, the Parties agree as follows:

1. **Permitted Construction Access.** For purposes hereof, “**Work Area**” means the areas, identified on **Exhibit A**, lying within the “construction limits” shown thereon. The County grants permission to NSP and its contractors to access the Work Area for construction purposes subject to the terms stated in this Agreement and within the easement rights. No construction staging or work may occur at any other location within the Park without prior written permission from the County.
2. **Term.** The term of the construction access shall be from November 1, 2025, through May 31, 2027 (the “**Access Period**”), unless extended by written agreement signed by the Parties’ authorized representatives. During the Access Period, NSP and contractors shall have the right to enter the Work Area for purposes of the Project.
3. **Compensation.** NSP will compensate the County for the appraised value of trees to be removed outside the existing NSP permanent easement area as identified in **Exhibit B**. Total reimbursement will be based on final quantity of trees removed. NSP shall update **Exhibit B** to show the actual quantity of trees removed after work is completed. The

revised Exhibit B shall be substituted for Exhibit B attached to this Agreement without the need for an amendment based on the actual, and verifiable tree removals.

NSP shall compensate the County based upon the tree removals and valuations shown in the revised Exhibit B. The County shall have thirty (30) calendar days from receipt of the revised Exhibit B to contest the completed work. NSP will compensate the County within thirty (30) calendar days of receipt of the revised Exhibit B if it uncontested or within thirty (30) calendar days of resolution if the exhibit is contested.

4. **Project Activities.** The Project includes the installation of new electric transmission poles, electric and communication lines and site restoration as defined in Exhibit A. Access to NSP structure locations in the Park will use established access routes. NSP or its contractors will be responsible for all necessary permitting for Project work, including all necessary traffic control. NSP shall perform all Project work in conformance with the terms and conditions set forth in Exhibit A.
5. **Tree Removal and Tree Replacement.** The tree removal plan is incorporated into Exhibit B. The plan identifies any trees that may need to be removed including species and size impacted from project activities. The Trees to be removed have been identified in the field and tagged by NSP. NSP will require its contractors to remove the agreed upon trees at the start of construction. NSP will compensate the County for tree removals based on appraised value as defined in Exhibit B and which is outside NSP existing permanent access and electric line easements. The County will not replant trees within NSP's proposed Permanent Easement as defined in Exhibit A.
6. **Restoration.** All Project work, including restoration of damaged areas due to construction activities, shall be completed within the Access Period. NSP shall cause its contractor to complete site restoration, including removal and replacement of any damaged trail sections, topsoil, temporary seeding, mulching and removal of erosion control devices, permanent seeding, and landscape maintenance.
7. **Protection of Work.** All Project work, including restoration of damaged areas due to construction activities, shall be completed within the Access Period. NSP will require its contractors to protect County property within the Park inside and outside of the Work Area. Restoration activities will restore any damage to turf, landscape, trees, or constructed features in the Park caused by the construction of the Project. Constructed features could include, but are not limited to, trails, bituminous and concrete pavement, parking lot infrastructure, curb and gutter, hardscape elements, signs, fencing, pedestrian bridges, and retaining walls. Restoration will include timely removal of all construction materials, debris, and temporary road materials, matching the original surface grade as far as practicable, repair or replacement of any constructed features, and restoration of the surface to like condition.
8. **Protection of Equipment.** The County will not be held responsible for any maintenance or damage caused to equipment left in the Work Area unless damage was caused by the County.

9. **Project Maintenance.** NSP shall cause its contractor to be responsible for maintaining (weed control & mowing) and watering during installation and for at least 60-day establishment period after installation. The volume of water shall be per plant requirements for establishment and normal growth. NSP shall cause its contractor to provide written request for acceptance inspection after 60-day establishment period. NSP or its contractors will notify the County prior to performing maintenance items.
10. **Public Access.** Trail closures are not anticipated with the Project. If trail closures, detours and limits to park access are necessary for public safety County approval is required. NSP will notify the public via on-site signage, NSP website and social media at least 2-weeks prior to construction and 1 week prior to any trail closures or limits to park access. NSP shall be responsible for providing, installing, and removing trail construction signs. NSP shall also cause its contractor to provide notification to the public at least 2-weeks prior to construction and 1-week for trail closure awareness.
11. **Notice and Signs.** NSP or its contractors will notify the County at least 3 weeks prior to start of construction, and 2 weeks prior to any trail closures or limits to park access, to allow for advance public notification of trail closures and park access restrictions. NSP will notify the public via on-site signage, NSP website and social media at least 2-weeks prior to construction 1 week prior to any trail closures or limits to park access. NSP will provide construction updates to the County for social media notifications. The contractor will be responsible for providing, installing, and removing all necessary traffic control devices for construction and trail closures.
12. **NSP and Contractor Insurance.** NSP shall provide a certificate of insurance, or letter of self-insurance, prior to start of the Project indicating insurance coverage equal to or exceeding the following:

Commercial General Liability	Limit: No less than provided in Minn. Stat. Ch. 466
Auto (owned, hired, and non-owned)	Limit: No less than provided in Minn. Stat. Ch. 466
Workers' Compensation/Employer's Liability	Limit: \$500,000/\$500,000/\$500,000
Professional Liability	Limit: No less than provided in Minn. Stat. Ch. 466

NSP will require any contractor performing work on the PROJECT to list the COUNTY as an additional insured, pursuant to the following language:

Additional Insured Language: The Contractor's certificate of insurance will state: "*Ramsey County, its officials, employees, volunteers and agents are Additional Insured to the Contractor's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.*"

NSP will provide the County evidence of the general contractor's insurance in type and amount as specified in the General Conditions for the Project, naming the County as additional insured under the commercial general liability policy as required above. Such

evidence will be supplied after the contractor has been selected and the contract for the Project awarded.

13. **Notices.** Any notice or exchange of information which must be provided by a Party under this Agreement shall be sent to:

Ramsey County:

Name: Mark McCabe
Address: 2015 Van Dyke Street, Maplewood, MN 55109
Email: mark.mccabe@co.ramsey.mn.us
Phone: (651) 266-0300

NSP / Xcel Energy:

Name: Manager of Siting and Land Rights
Address: 414 Nicollet Mall, 6th Floor, Minneapolis, MN 55401
Email: brian.e.sullivan@xcelenergy.com Phone: 612-216-8083
Mitchell.a.dienger@xcelenergy.com Phone: 608-386-2233

14. Additional Provisions.

- a. Each Party agrees that it will be responsible for its own acts and omissions and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts or omissions of the other Party and the results thereof. Each Party's liability is governed by the provisions of Minnesota Statutes Chapter 466 and other federal and state law. This Agreement shall not be construed to negate, abridge, or waive, with respect to either Party, the liability limits or immunities of Minnesota Statutes Chapter 466.
- b. Neither the County nor NSP waives any immunities, or defenses on liability to the Parties at law or in equity, and the Parties expressly agree that the terms of this Agreement shall not be construed to effect any such waiver.

This Agreement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.

- c. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, successors, and assigns, but no third Party may seek to enforce, nor shall benefit from, this Agreement.
- d. The provisions of this Agreement are to be considered as 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.

- e. This Agreement may not be assigned by either Party without the other Party's express written consent, such consent not to be unreasonably withheld.
- f. The terms of this Agreement may be changed only by mutual agreement of the Parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of the Parties to this Agreement.
- g. Failure by a Party to enforce or exercise any right in this Agreement will not be construed as a present or future waiver of such right.
- h. It is understood and agreed that the entire Agreement between the Parties is contained in this Agreement and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items and exhibits referred to or attached to this Agreement are incorporated herein and are deemed to be part of this Agreement.
- i. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

15. Effective Date. This Agreement is effective on the date the Agreement is fully executed by and delivered to each of the Parties (the "Effective Date").

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

[SIGNATURE PAGES ATTACHED]

Signature Page for Ramsey County

COUNTY OF RAMSEY

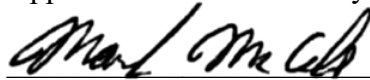
Dated: _____

By: _____
Rafael Ortega
Its Chair

Dated: _____

By: _____
Jason Yang
Its Chief Clerk

Approval Recommended by:



Park and Recreation Director

Approved as to form:



Assistant County Attorney

Signature Page for Northern States Power Company

**Northern States Power Company, a Minnesota
corporation d/b/a Xcel Energy**

Dated: _____

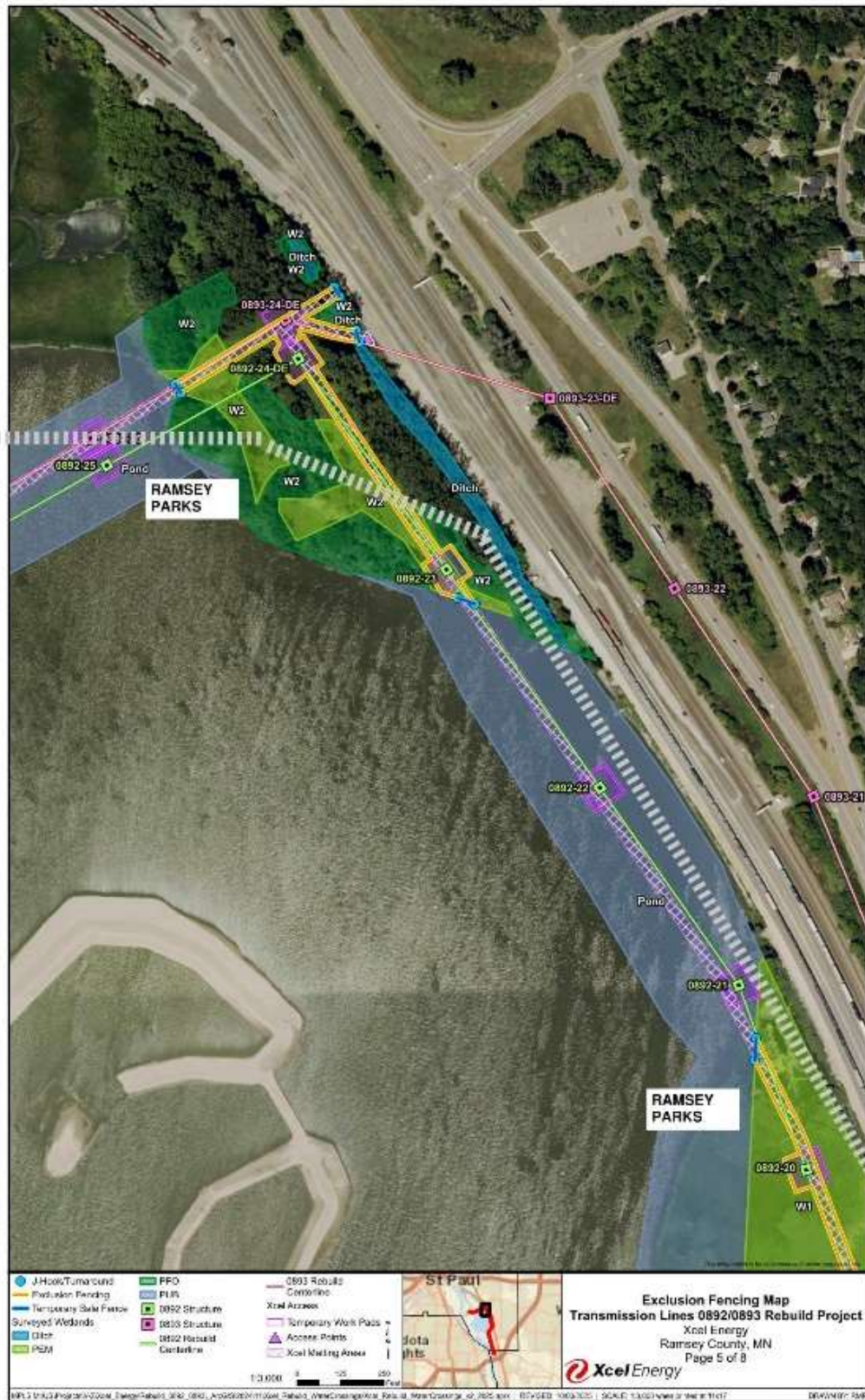
By: _____

Peter D. Gitzen
Senior Manager Siting & Land Rights
Xcel Energy Services Inc. an Authorized Agent for
Northern States Power Company, a Minnesota
corporation d/b/a Xcel Energy

EXHIBIT A
WORK AREA









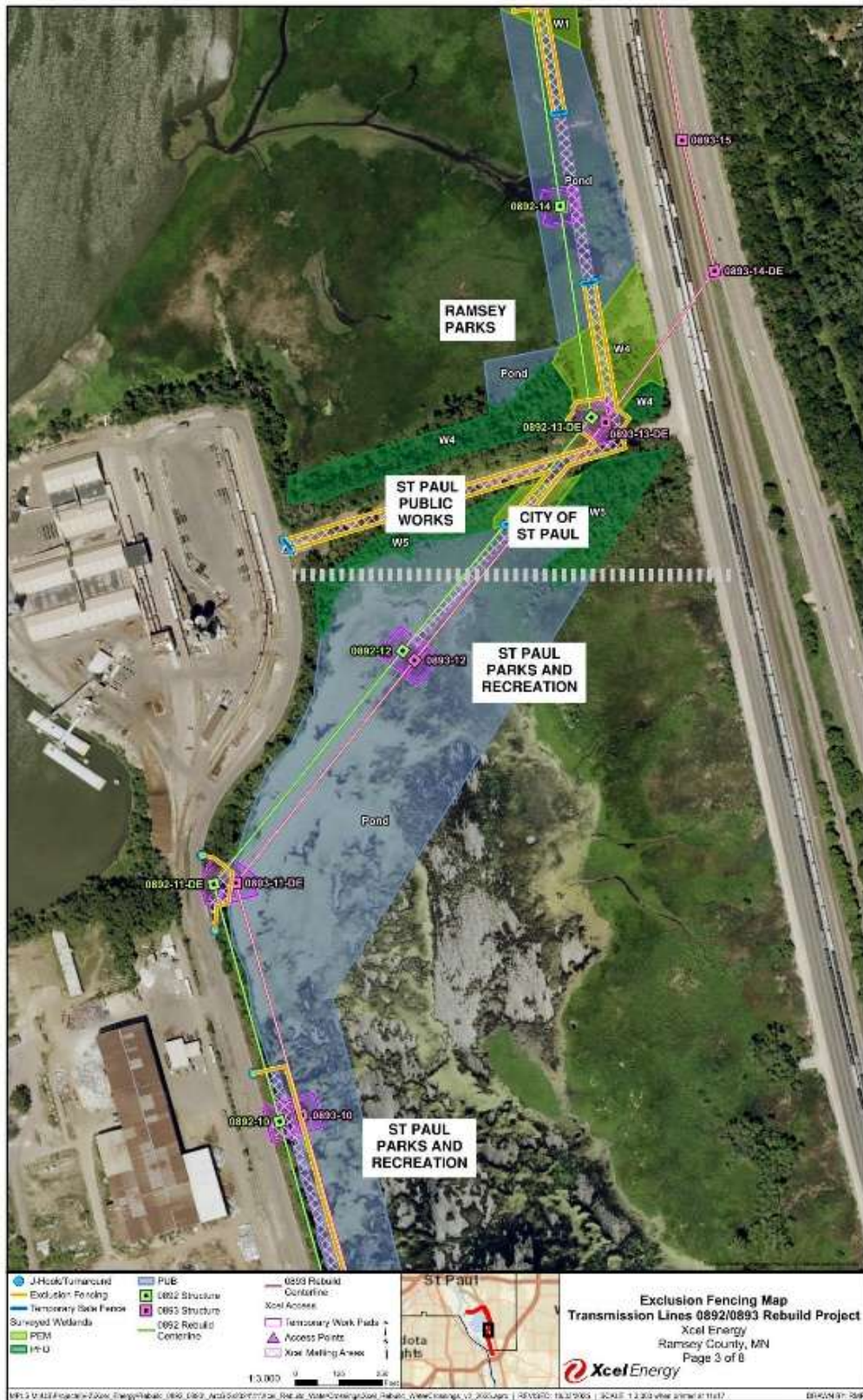
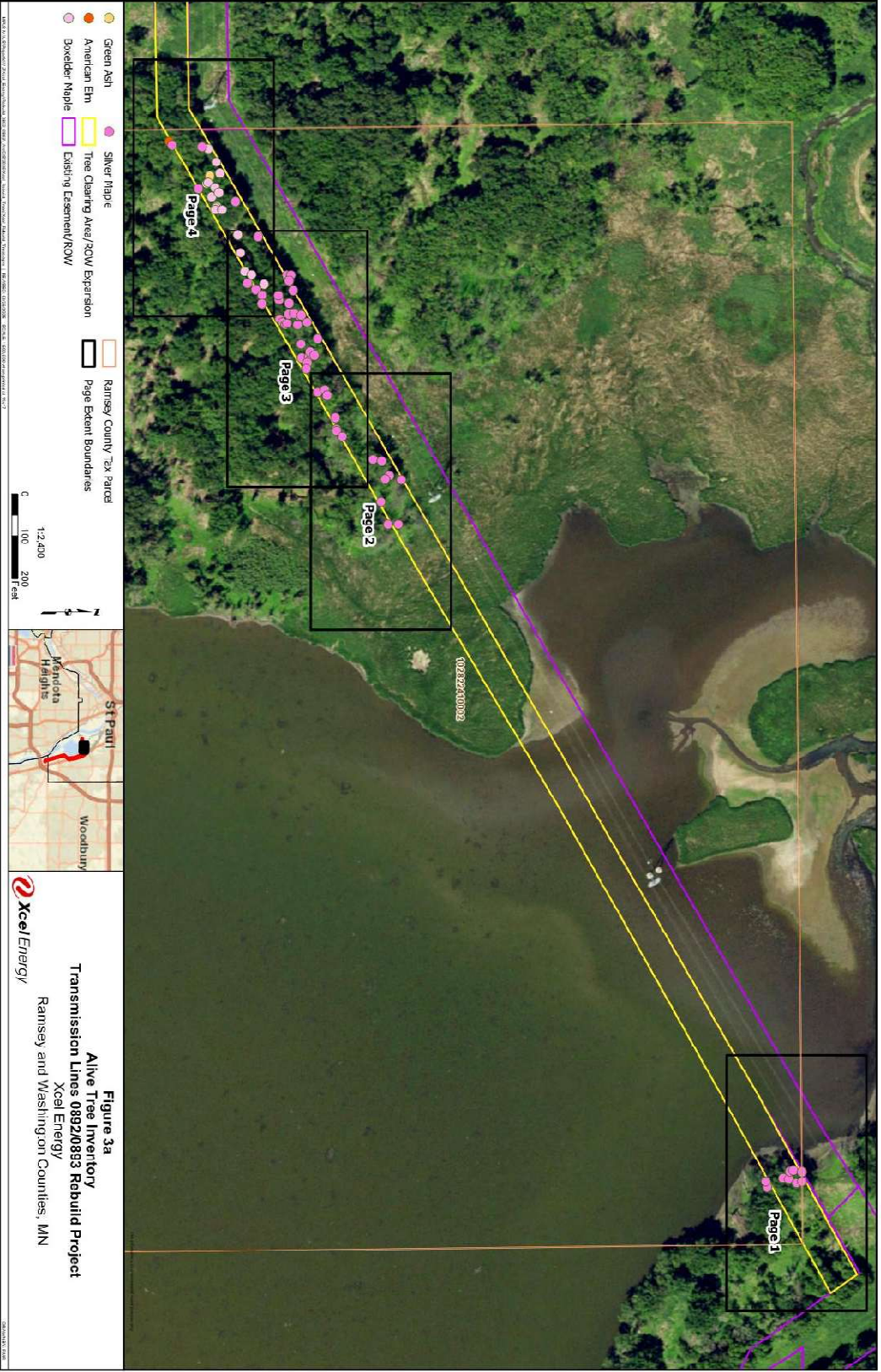
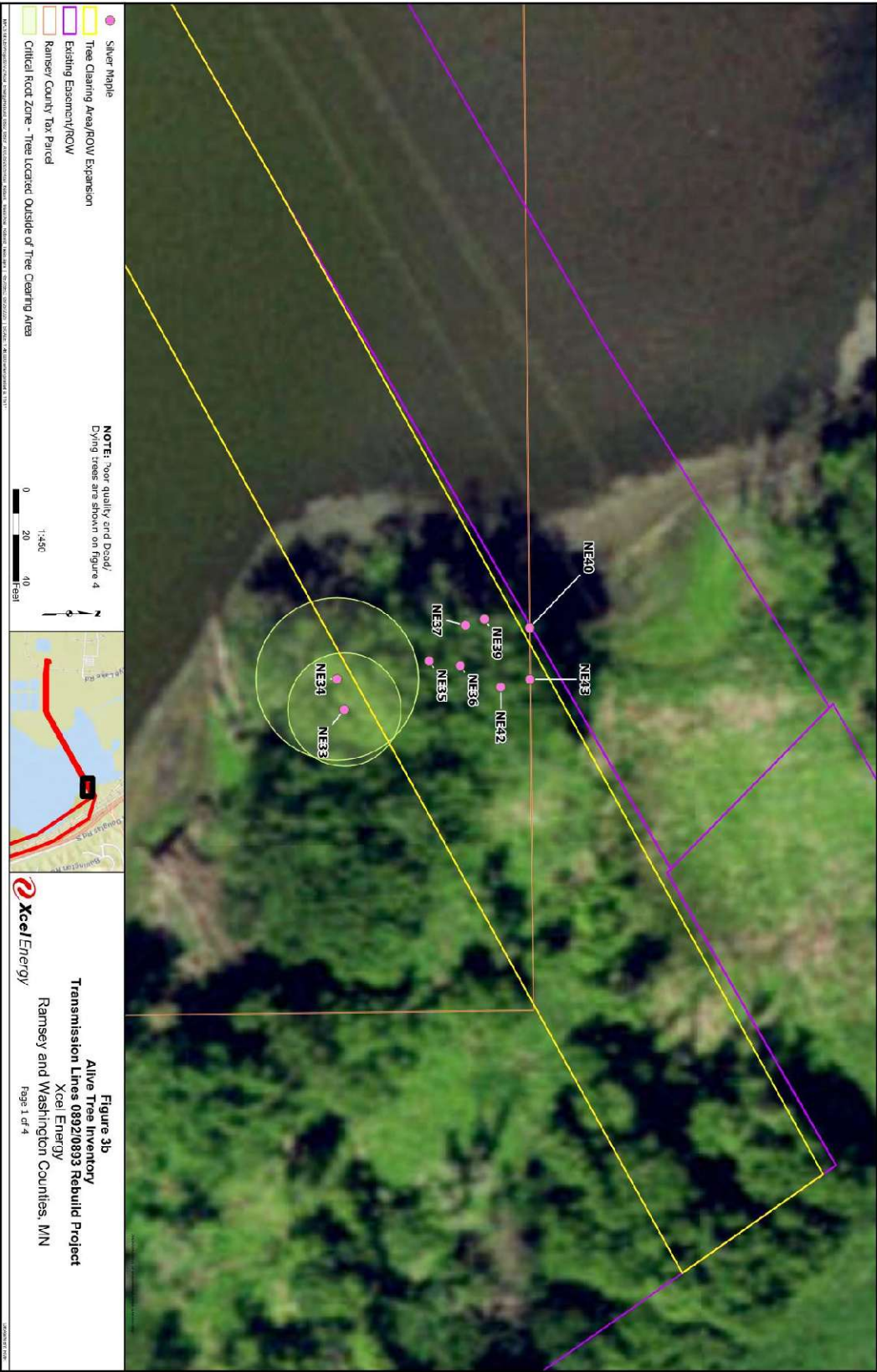
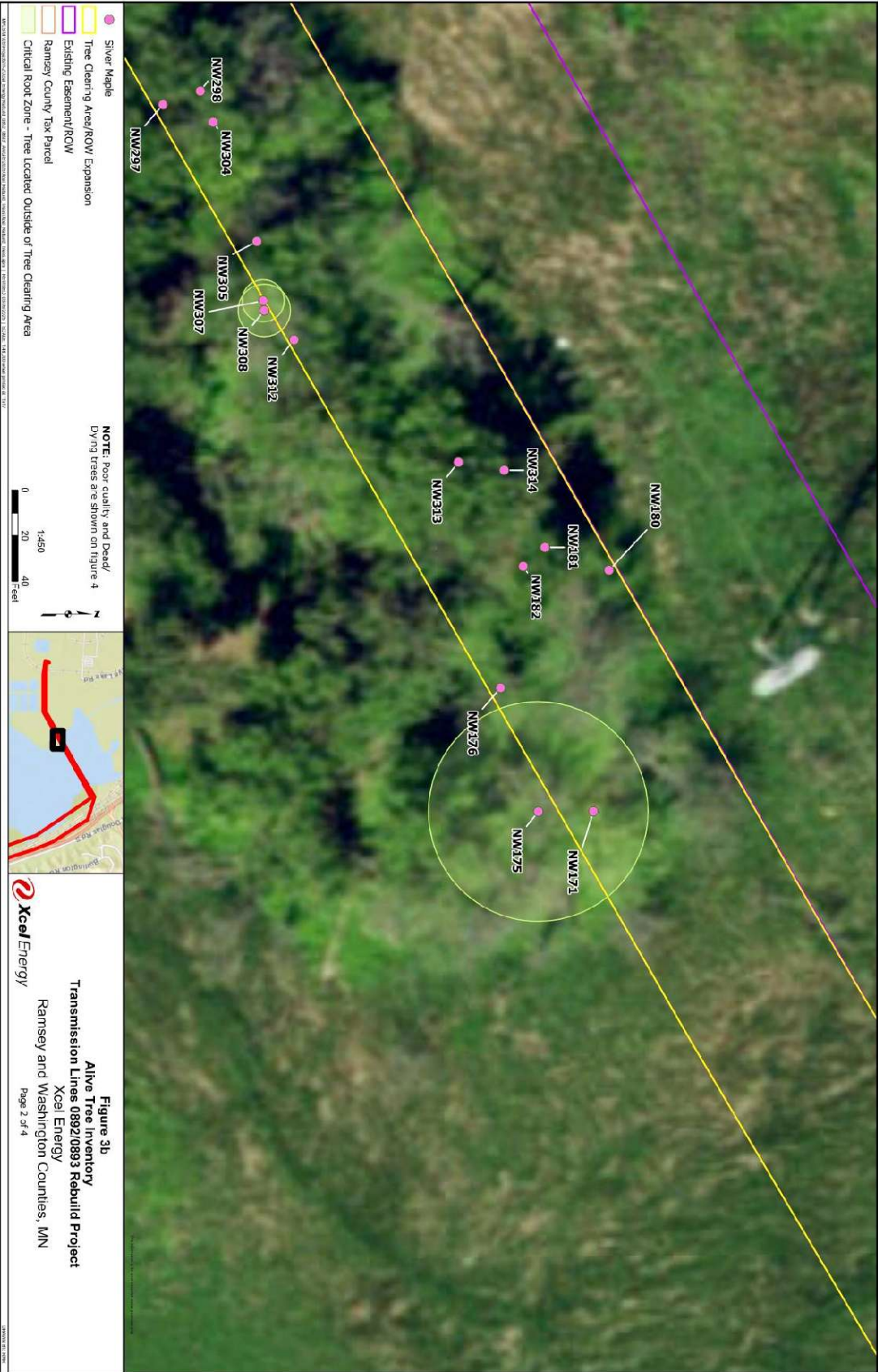
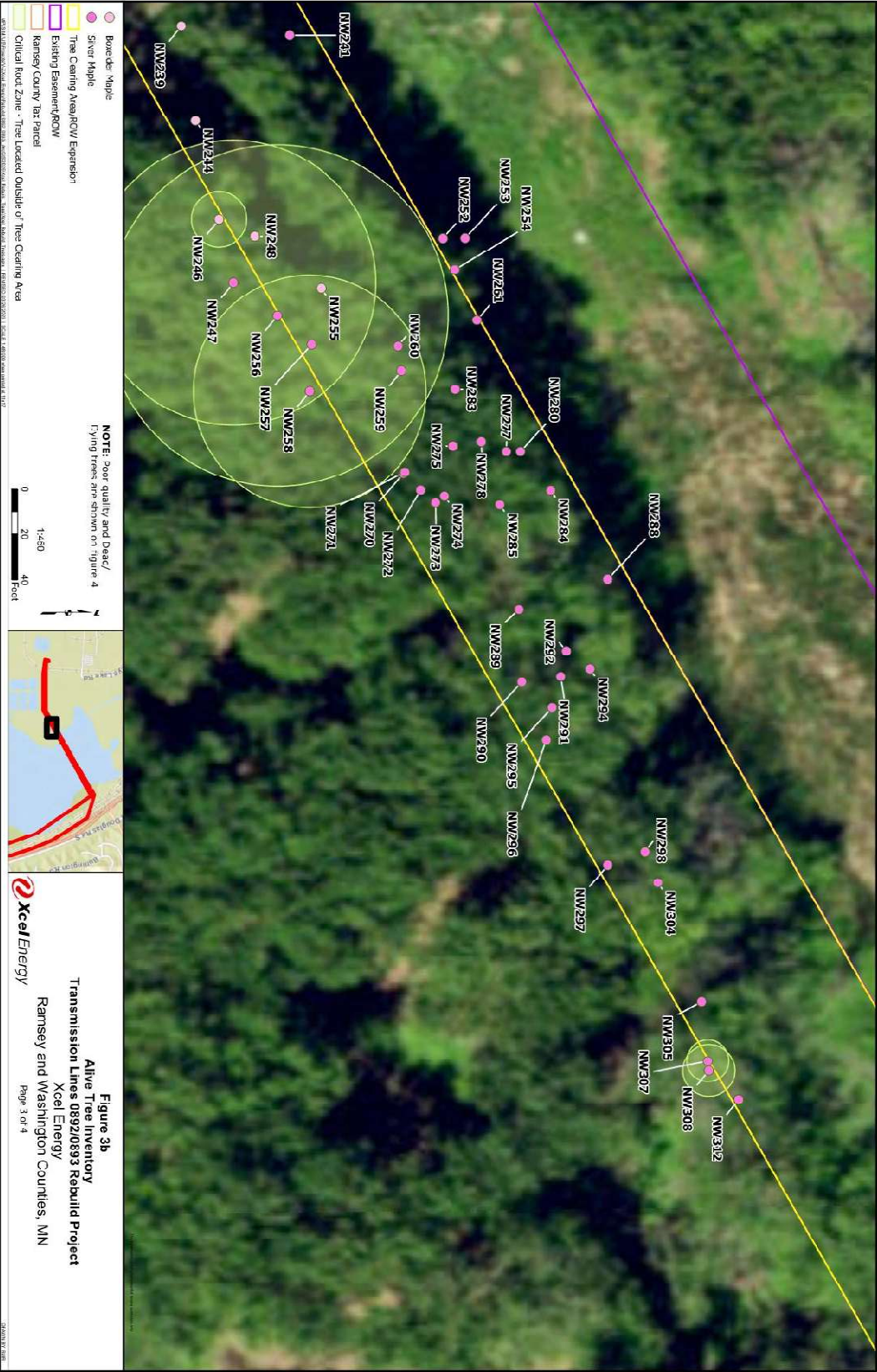


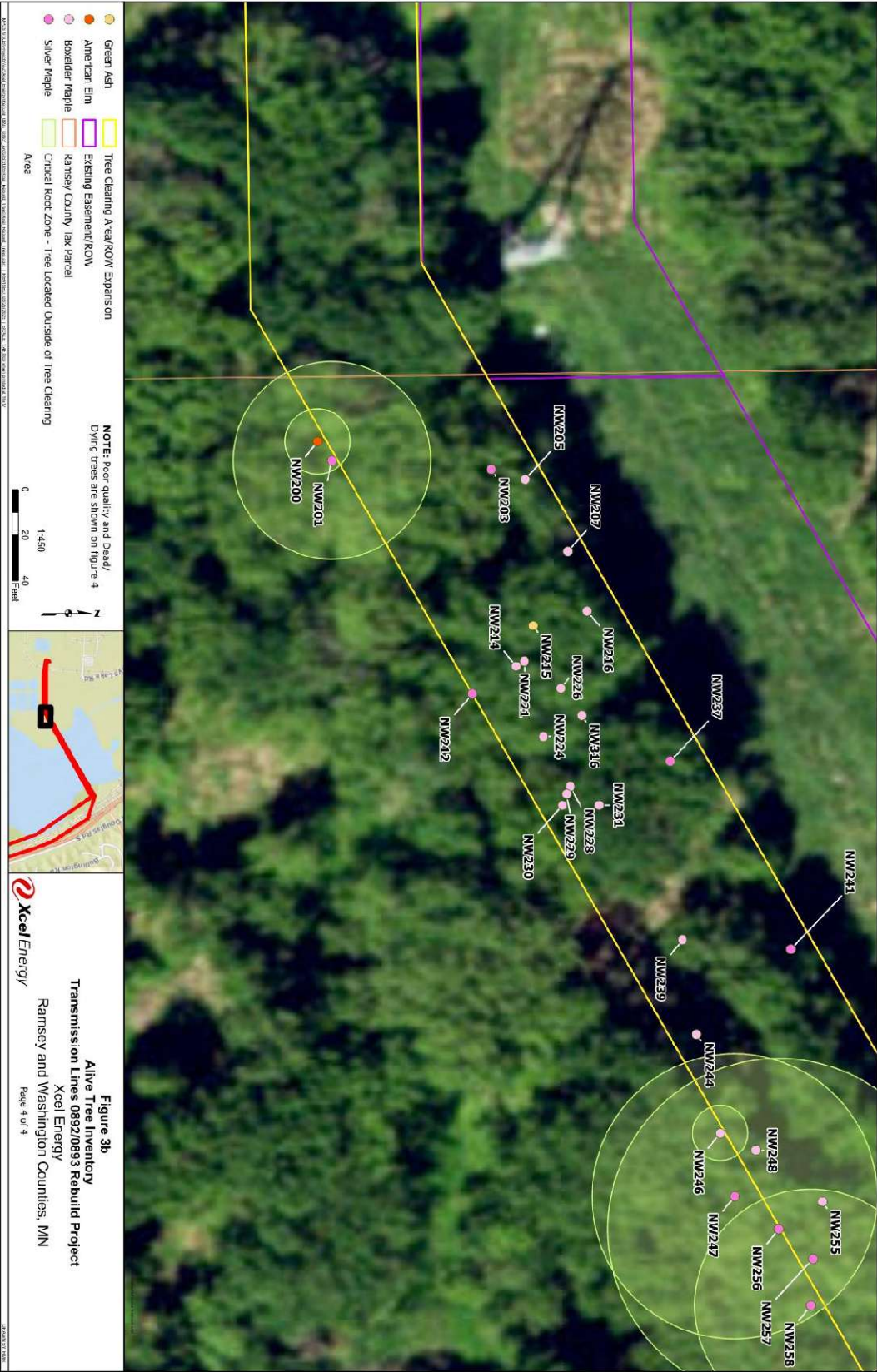
EXHIBIT B
TREE INVENTORY, VALUATION, AND COMPENSATION











Unique ID	Common Name	Scientific Name	DBH (in)	Condition Class	Comment	Cross Sectional Area (in*2)	Unit Cost (\$)	Basic Tree Cost (\$)	Species Rating	Condition Rating	Location Rating	Appraised Value (\$)
NE32	Maple, Boxelder	Acer negundo	22.92	Poor	Main trunk dead	412.59	18	7426.64	65%	20%	20%	\$193.09
NE33	Maple, Silver	Acer saccharinum	24.83	Good		484.22	18	8715.99	50%	60%	20%	\$522.96
NE34	Maple, Silver	Acer saccharinum	35.85	Good		998.18	18	17967.29	50%	60%	20%	\$1,078.04
NE35	Maple, Silver	Acer saccharinum	24.19	Good		459.58	18	8272.47	50%	60%	20%	\$496.35
NE36	Maple, Silver	Acer saccharinum	46.47	Good		1696.04	18	30528.73	50%	60%	20%	\$1,831.72
NE37	Maple, Silver	Acer saccharinum	20.37	Good		325.89	18	5866.05	50%	60%	20%	\$351.96
NE38	Maple, Silver	Acer saccharinum	25.78	Poor	Dead	521.98	18	9395.70	50%	0%	20%	\$0.00
NE39	Maple, Silver	Acer saccharinum	20.37	Good		325.89	18	5866.05	50%	60%	20%	\$351.96
NE40	Maple, Silver	Acer saccharinum	28.35	Good		640.35	18	11346.36	50%	60%	20%	\$680.78
NE42	Maple, Silver	Acer saccharinum	40.74	Good		1303.57	18	23464.18	50%	60%	20%	\$1,407.85
NE43	Maple, Silver	Acer saccharinum	20.68	Good		336.21	18	6051.80	50%	60%	20%	\$363.11
NW171	Maple, Silver	Acer saccharinum	42.34	Good		1407.97	18	25343.41	50%	60%	20%	\$1,520.60
NW172	Maple, Silver	Acer saccharinum	14.32	Poor	Dead	161.08	18	2899.01	50%	0%	20%	\$0.00
NW173	Maple, Silver	Acer saccharinum	25.15	Poor		496.78	18	8942.10	50%	30%	20%	\$268.26
NW174	Maple, Silver	Acer saccharinum	34.38	Poor	Dead	926.83	18	16709.95	50%	0%	20%	\$0.00
NW175	Maple, Silver	Acer saccharinum	40.06	Good		1814.09	18	32653.59	50%	60%	20%	\$1,959.22
NW176	Maple, Silver	Acer saccharinum	18.78	Good		277.00	18	4986.03	50%	60%	20%	\$299.16
NW177	Maple, Silver	Acer saccharinum	51.88	Poor	Dead	2113.93	18	38050.76	50%	0%	20%	\$0.00
NW178	Maple, Silver	Acer saccharinum	44.56	Poor		1559.49	18	28070.73	50%	30%	20%	\$842.12
NW179	Maple, Silver	Acer saccharinum	63.66	Poor	Dead	3182.91	18	57292.35	50%	0%	20%	\$0.00
NW180	Maple, Silver	Acer saccharinum	16.23	Good		206.88	18	3733.92	50%	60%	20%	\$223.44
NW181	Maple, Silver	Acer saccharinum	43.29	Good		1471.96	18	26493.45	50%	60%	20%	\$1,589.61
NW182	Maple, Silver	Acer saccharinum	27.06	Good		575.10	18	10351.87	50%	60%	20%	\$623.11
NW183	Maple, Silver	Acer saccharinum	60.48	Poor		2872.86	18	51711.48	50%	30%	20%	\$1,551.34
NW194	Ash, Green	Fraxinus pennsylvanica	19.74	Poor	Dead	306.04	18	5508.81	65%	0%	20%	\$0.00
NW196	Ash, Green	Fraxinus pennsylvanica	12.41	Poor	Dead	120.96	18	2177.24	65%	0%	20%	\$0.00
NW197	Ash, Green	Fraxinus pennsylvanica	7.64	Poor	Dead	45.84	18	825.18	65%	0%	20%	\$0.00
NW198	Ash, Green	Fraxinus pennsylvanica	6.89	Poor	Dead	35.05	18	630.84	65%	0%	20%	\$0.00
NW200	Elm, American	Ulmus americana	14.32	Good		161.08	18	2899.01	70%	60%	20%	\$243.52
NW201	Maple, Silver	Acer saccharinum	43.29	Good		1471.96	18	26493.45	50%	60%	20%	\$1,589.61
NW202	Ash, Green	Fraxinus pennsylvanica	11.46	Poor	Dead	103.15	18	1856.66	65%	0%	20%	\$0.00
NW203	Maple, Silver	Acer saccharinum	66.53	Good		3476.37	18	62574.65	50%	60%	20%	\$3,754.48
NW204	Ash, Green	Fraxinus pennsylvanica	13.05	Poor	Dead	133.76	18	2407.60	65%	0%	20%	\$0.00
NW205	Maple, Boxelder	Acer negundo	11.14	Good		97.47	18	1754.42	65%	60%	20%	\$136.84
NW206	Maple, Boxelder	Acer negundo	11.78	Poor		108.99	18	1961.80	65%	30%	20%	\$76.51
NW207	Maple, Boxelder	Acer negundo	8.59	Good	Less than 9" DBH	57.55	18	1043.16	65%	0%	20%	\$0.00
NW208	Ash, Green	Fraxinus pennsylvanica	11.78	Poor	Dead	108.99	18	1961.80	65%	0%	20%	\$0.00
NW209	Ash, Green	Fraxinus pennsylvanica	9.55	Poor	Dead	71.63	18	1289.35	65%	0%	20%	\$0.00
NW210	Maple, Silver	Acer saccharinum	27.06	Poor		575.10	18	10351.87	50%	30%	20%	\$310.56
NW211	Ash, Green	Fraxinus pennsylvanica	8.28	Poor	Dead	53.85	18	969.22	65%	0%	20%	\$0.00
NW212	Maple, Silver	Acer saccharinum	30.25	Good		7438.21	18	12937.87	50%	60%	20%	\$775.87
NW213	Maple, Boxelder	Acer negundo	8.28	Poor	Less than 9" DBH	53.85	18	969.22	65%	0%	20%	\$0.00
NW214	Maple, Boxelder	Acer negundo	6.37	Good	Less than 9" DBH	31.87	18	573.64	65%	0%	20%	\$0.00
NW215	Ash, Green	Fraxinus pennsylvanica	75.44	Good	Emerald Ash Borer	4469.86	18	80457.54	65%	0%	20%	\$0.00
NW216	Maple, Boxelder	Acer negundo	8.28	Good	Less than 9" DBH	53.85	18	969.22	65%	0%	20%	\$0.00
NW217	Ash, Green	Fraxinus pennsylvanica	7.64	Poor	Dead	38.48	18	692.72	65%	0%	20%	\$0.00
NW218	Maple, Boxelder	Acer negundo	9.23	Poor	Dead	66.91	18	1204.39	65%	0%	20%	\$0.00
NW219	Maple, Boxelder	Acer negundo	9.23	Poor	Dead	66.91	18	1204.39	65%	0%	20%	\$0.00
NW220	Ash, Green	Fraxinus pennsylvanica	9.55	Poor	Emerald Ash Borer	71.63	18	1289.35	65%	0%	20%	\$0.00
NW221	Maple, Boxelder	Acer negundo	6.37	Good	Less than 9" DBH	31.87	18	573.64	65%	0%	20%	\$0.00
NW222	Maple, Boxelder	Acer negundo	8.28	Poor	Less than 9" DBH	53.85	18	969.22	65%	0%	20%	\$0.00
NW223	Maple, Boxelder	Acer negundo	12.41	Good		120.96	18	2177.24	65%	30%	20%	\$84.91
NW224	Maple, Boxelder	Acer negundo	6.37	Good	Less than 9" DBH	31.87	18	573.64	65%	0%	20%	\$0.00
NW225	Maple, Boxelder	Acer negundo	6.37	Poor	Dead	31.87	18	573.64	65%	0%	20%	\$0.00
NW226	Maple, Boxelder	Acer negundo	6.88	Good	Subject to	35.05	18	630.84	65%	0%	20%	\$0.00
NW227	Maple, Boxelder	Acer negundo	6.37	Poor	Less than 9" DBH	31.87	18	573.64	65%	0%	20%	\$0.00
NW228	Maple, Boxelder	Acer negundo	12.41	Good		120.96	18	2177.24	65%	60%	20%	\$169.82
NW229	Maple, Boxelder	Acer negundo	11.14	Good		97.47	18	1754.42	65%	60%	20%	\$136.84
NW230	Maple, Boxelder	Acer negundo	12.1	Good		114.99	18	2069.83	65%	60%	20%	\$161.45
NW231	Maple, Boxelder	Acer negundo	11.46	Good		103.15	18	1856.66	65%	60%	20%	\$144.82
NW232	Maple, Boxelder	Acer negundo	8.59	Poor	Dead	57.55	18	1043.16	65%	0%	20%	\$0.00
NW233	Maple, Boxelder	Acer negundo	10.19	Poor		81.55	18	1467.95	65%	30%	20%	\$57.25
NW234	Maple, Boxelder	Acer negundo	12.1	Poor		114.99	18	2069.83	65%	30%	20%	\$80.72
NW235	Maple, Boxelder	Acer negundo	11.14	Poor		97.47	18	1754.42	65%	30%	20%	\$68.42
NW236	Ash, Green	Fraxinus pennsylvanica	22.92	Poor	Dead	412.59	18	7426.64	65%	0%	20%	\$0.00
NW237	Maple, Silver	Acer saccharinum	47.43	Good		1766.84	18	31833.11	50%	60%	20%	\$1,908.19
NW238	Maple, Boxelder	Acer negundo	21.01	Poor		946.69	18	6240.44	65%	30%	20%	\$243.58
NW239	Maple, Boxelder	Acer negundo	19.42	Good		296.20	18	5331.65	65%	60%	20%	\$415.87
NW240	Maple, Boxelder	Acer negundo	14.96	Poor		175.77	18	3163.93	65%	30%	20%	\$123.39
NW241	Maple, Silver	Acer saccharinum	31.51	Good		779.81	18	14036.54	50%	60%	20%	\$842.19
NW242	Maple, Boxelder	Acer negundo	14.96	Poor		175.77	18	3163.93	65%	30%	20%	\$123.39
NW243	Maple, Boxelder	Acer negundo	9.87	Poor		76.51	18	1377.20	65%	30%	20%	\$83.71
NW244	Maple, Boxelder	Acer negundo	15.46	Good		169.15	18	2856.66	65%	60%	20%	\$168.82
NW245	Maple, Boxelder	Acer negundo	8.91	Poor	Less than 9" DBH	62.35	18	1122.33	65%	0%	20%	\$0.00
NW246	Maple, Boxelder	Acer negundo	12.1	Good		114.99	18	2069.83	65%	60%	20%	\$161.45
NW247	Maple, Silver	Acer saccharinum	62.39	Good		3057.18	18	55029.22	50%	60%	20%	\$3,301.75
NW248	Maple, Boxelder	Acer negundo	8.59	Good	Less than 9" DBH	57.55	18	1043.16	65%	0%	20%	\$0.00
NW249	Maple, Boxelder	Acer negundo	8.28	Poor	Dead	53.85	18	969.22	65%	0%	20%	\$0.00
NW250	Maple, Silver	Acer saccharinum	45.2	Poor		1605.60	18	28882.87	50%	30%	20%	\$866.49
NW251	Maple, Boxelder	Acer negundo	12.41	Poor		120.96	18	2177.24	65%	30%	20%	\$84.91
NW252	Maple, Silver	Acer saccharinum	39.78	Good		1243.48	18	22382.64	50%	60%	20%	\$1,342.96
NW253	Maple, Silver	Acer saccharinum	31.19	Good		764.05	18	13752.90	50%	60%	20%	\$825.17
NW254	Maple, Silver	Acer saccharinum	43.03	Good		1515.70	18	27282.60	50%	60%	20%	\$1,636.96
NW255	Maple, Boxelder	Acer negundo	10.19	Good		81.55	18	1467.95	65%	60%	20%	\$114.50
NW256	Maple, Silver	Acer saccharinum	74.4	Good		4844.34	18	79098.20	50%	60%	20%	\$4,705.89
NW257	Maple, Silver	Acer saccharinum	30.24	Good		718.21	18	12927.87	50%	60%	20%	\$775.87
NW258	Maple, Silver	Acer saccharinum	50.93	Good		2037.22	18	36669.99	50%	60%	20%	\$2,200.20
NW259	Maple, Silver	Acer saccharinum	10.19	Good		81.55	18	1467.95	50%	60%	20%	\$88.08
NW260	Maple, Silver	Acer saccharinum	18.46	Good		267.64	18	4817.56	50%	60%	20%	\$289.05
NW261	Maple, Silver	Acer saccharinum	19.42	Good		296.20	18	5331.65	50%	60%	20%	\$319.90
NW270	Maple, Silver	Acer saccharinum	19.74	Good		306.04	18	5508.81	50%	60%	20%	\$340.59
NW271	Maple, Silver	Acer saccharinum	16.53	Good		215.12	18	3872.23	50%	60%	20%	\$222.33
NW272	Maple, Silver	Acer saccharinum	17.83	Good		249.69	18	4494.34	50%	60%	20%	\$269.66
NW273	Maple, Silver	Acer saccharinum	19.74	Good		306.04	18	5508.81	50%	60%	20%	\$330.53
NW274	Maple, Silver	Acer saccharinum	21.01	Good		346.69	18	6240.44	50%	60%	20%	\$374.43
NW275	Maple, Silver	Acer saccharinum	33.42	Good		877.21	18	15789.79	50%	60%	20%	\$947.39

