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(RESERVED FOR RECORDING DATA)

<b>RETURN TO:</b> Xcel Energy Siting & Land Rights, Seth Wight 414 Nicollet Mall, 06 Minneapolis, MN 55401
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**CONSENT TO IMPROVEMENTS**

Line No. 0844/0861 The City of Shakopee

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THIS CONSENT TO IMPROVEMENTS (this "Consent"), dated the \_\_\_\_ day of \_\_\_\_\_, 2024, is made by and between The City of Shakopee, its successors, and assigns ("Requestor") and Northern States Power Company, a Minnesota Corporation, herein referred to as "Xcel Energy", having an office and place of business in the City of Minneapolis, County of Hennepin, State of Minnesota.

**WITNESSETH**

WHEREAS, Xcel Energy obtained certain rights to construct and maintain facilities for the distribution and transmission of electrical energy pursuant to the easement document dated November 1<sup>st</sup>, 1955 and recorded on June 29<sup>th</sup>, 1956 in Book 24 of Misc., pages 159, as Document No. 86402 (the "Easement") in, over and across the property legally described as follows:

That part of the West Half of the Northeast Quarter of Section 20, Township 115, Range 22, Scott County, Minnesota, described as follows:

Beginning at the northwest corner of said Northeast Quarter; thence South 87°16'48" East, assumed basis for bearings, along the north line of said Northeast Quarter, 597.18 feet; thence South 0°00'00" West, 1460.50 feet; thence North 87°16'48" West, 597.18 feet to the west line of said Northeast Quarter; thence North 0°00'00" East, along said west line, 1460.50 feet to the point of beginning.

The West Half of the Northeast Quarter of Section 20, Township 115, Range 22, Scott County, Minnesota, less and except the following:

Beginning at the northwest corner of said Northeast Quarter; thence South 87 degrees 16 minutes 48 seconds East, assumed basis for bearings, along the north line of said Northeast Quarter 597.18 feet; thence South 0 degrees 00 minutes 00 seconds West 1460.50 feet; thence North 87 degrees 16 minutes 48 seconds West 597.18 feet to the west line of said Northeast Quarter; thence North 0 degrees 00 minutes 00 seconds East, along said west line, 1460.50 feet to the point of beginning.

(the "Premises").

WHEREAS, Requestor holds certain easements rights for roadway and utility purposes upon the Premises.

WHEREAS, Requestor has applied to Xcel Energy for permission to use a portion of the Easement for residential development purposes, hereinafter referred to as (the "Easement Area"). The Easement Area affected by this Consent is shown on Exhibit "B", attached hereto.

NOW THEREFORE, in consideration of the promises exchanged herein, the parties for themselves and their respective successors and assigns agree as follows:

1. Xcel Energy consents to Requestor's use of the Easement Area for the purposes described in Exhibit "A", attached hereto and made a part hereof, subject to Requestor's strict compliance with the terms set forth herein.
2. The Requestor acknowledges that it has inspected the Easement Area and determined it to be suitable for the uses described in Paragraph 1 above. Requestor agrees that it is not relying on any oral or written representation of Xcel Energy concerning the Easement Area (including but not limited to dimensions, soil conditions, environmental conditions, and municipal restrictions, or use by adjoining or third parties).
3. No future work shall be conducted on the Easement Area until Requestor has received written approval from Xcel Energy. As a condition for approval, Requestor shall submit detailed plans of the work and a description of work procedures. Xcel Energy's approval of any work or work procedures merely indicates its consent to the proposed activities and does not constitute a representation or warranty concerning the suitability, prudence, effectiveness, or propriety of the proposed activities. Furthermore, minor maintenance work does not require approval, but substantial changes in design or location must be reviewed and approved by Xcel Energy.
4. Prior to commencing work, Requestor shall designate a representative who will supervise the work, be present during all work, and be authorized to control and, if necessary, suspend the work.
5. Requestor shall suspend roadwork upon Xcel Energy's reasonable request related to Xcel Energy's utilities within the Easement Area. If suspension is required due to Requestor's failure to strictly comply with the terms of this Consent, upon such suspension the parties shall consult in an effort to cure such noncompliance so that the Requestor may resume its activities.
6. Requestor shall not at any time use or store any pollutant or hazardous material within the Easement Area, and shall at all times maintain the Easement Area in a safe and lawful condition.
7. Requestor shall, at its sole cost and risk, obtain all permits, consents or approvals required for its occupancy and use of the Easement Area. Upon Xcel Energy's request, Requestor shall provide evidence reasonably satisfactory to Xcel Energy that all required consents or permits are in force for Requestor's use of the Easement Area.
8. As part of Xcel Energy's business operations, Xcel Energy shall have the right, at any time and without liability or compensation to Requestor, to use the Easement Area to install, use, repair, maintain, relocate or remove facilities that presently exist or may in the future be located within the Easement Area.
9. LIMITATION OF LIABILITY; INDEMNITY. Requestor shall indemnify, defend and hold Xcel Energy, its agents, employees, and affiliates harmless from any cost, liability, damage, loss, claim, action or proceeding whatsoever for injury to persons (including death) or damage to property which may arise from or be claimed to have arisen from Requestor's exercise of the rights granted in this Consent. The foregoing indemnification specifically excludes intentional or grossly negligent acts of Xcel Energy, its employees, agents and representatives. Requestor, on behalf of itself, its successors, assigns, and representatives, hereby releases Xcel Energy from any liability for damages incurred by Requestor, its successors, assigns, representatives, employees, agents, or those under its control arising from (1) Xcel Energy's use and improvement of the Easement Area for its business purposes, (2) the existing condition of the Easement Area, (3) Xcel Energy's future installations, (4)

Xcel Energy's actions reasonably necessary to protect its property during emergency conditions, or (5) Xcel Energy's exercise of its rights to remove improvements, grading or other work installed within the Easement Area by or on behalf of Requestor without Xcel Energy's prior approval.

10. Unless otherwise provided for as part of the conditions for approval, throughout the time Requestor is conducting work on the Easement Area, Requestor shall insure that any contractor conducting said work shall maintain and provide evidence to Xcel Energy of insurance coverage at least equivalent to the following or Requestor shall provide, at Requestor's expense, the following coverage:
  - a. Worker's Compensation at statutory limits with Employers Liability coverage of at least \$100,000 limits if such party is at any time during the term of this Consent subject to the requirements of any applicable law governing worker's compensation.
  - b. Comprehensive General Liability Coverage, (including blanket contractual liability) against claims for bodily injury, death and property damage, including environmental damage, arising out of such party's operations, affording combined single limit protection of One Million Dollars (\$1,000,000) with respect to personal injury or death and property damage, including environmental damage.

All policies shall be endorsed to (1) name Xcel Energy its directors, officers, employees and affiliates as additional insured with respect to any and all bodily injury and/or property damage, and (2) to require thirty (30) days written notice be given to Xcel Energy prior to any cancellation or material changes in the policy.

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