

ELECTRIC EASEMENT

KNOW ALL BY THESE PRESENTS, That the undersigned, hereinafter called “Grantor”, in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid by **NORTHERN STATES POWER COMPANY**, a Minnesota Corporation, the receipt and sufficiency whereof is hereby acknowledged, do hereby, grant unto said Company its successors and assigns, hereinafter called “Grantee”, an easement with the right, privilege and authority to excavate for, construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove and maintain its facilities for the transmission and distribution of electrical energy, including the necessary poles, wires, guys, stubs, electric cables, conduits, vaults, pedestals, manholes and facilities related and appurtenant thereto, over, across, under and upon the following described land situated in the County of **Rice**, State of Minnesota, (hereinafter called “Property”) to-wit, subject to the restrictions and terms and conditions contained herein:

See attached Exhibit A

Except for the limited right of access as defined herein, tree trimming and temporary working area, said easement shall be limited to that part of the Property (hereinafter called “Easement Area”) described as follows:

See attached Exhibit A

The grant of easement herein contained shall also include the right of reasonable access to said easement across the Property for the purpose of exercising the rights granted herein, together with the right to remove from Easement Area any structure, trees, shrubbery, or other object or obstruction which in Grantee’s opinion interferes with said facilities or the removal of which may be reasonably necessary for the construction or maintenance thereof provided that Grantee shall seek a route acceptable to the Grantor so as to occasion the least practical damage or inconvenience to the Grantor and Grantor’s use of the Property. The grant of easement herein contained shall also include the right of reasonable use of the Property adjacent to the Easement Area by Grantee for tree trimming purposes and for temporary construction area during construction, repair or replacement of said electric facilities.

Except as otherwise provided herein or in any Underground Distribution Agreement between the Grantor and Grantee covering the above described Property, Grantee shall, after installation of the above described electrical facilities, or after the exercise of any rights granted herein, restore the lands subject to this easement to as near their original condition as is reasonably possible and remove therefrom all debris,

spoils, and equipment resulting from or used in connection with said installation to the satisfaction of the Grantor.

Grantor further agrees that no structure or obstruction will be erected or permitted or any trees planted on or within said Easement Area that Grantor will not change the ground elevation thereof without the written consent of Grantee, or perform any act which will interfere with or endanger said electrical facilities.

Grantee agrees that this Easement is subject to Grantor's reserved right to construct, install, excavate, grade, repair, alter, replace, reconstruct, inspect, remove, use, develop, operate and maintain the Easement Area and Property, in Grantor's sole judgment and discretion, for public recreation, drainage and utility purposes, over, under, across and upon the Easement Area, including, but are not limited to, for paved or unpaved trails, mountain bike trails, canoe or other boat access to the Cannon river, and other public park uses, (hereinafter called "Improvements"), the portion of said Easement Area not occupied by the structures supporting Grantee's Electric Lines, provided that said improvements do not in the opinion of Grantee impair the structural or electrical integrity of or the ability to maintain said Electric Lines or materially alter the existing ground elevation; and provided further that all such improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect from time to time.

Grantor covenants with Grantee, 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.

This instrument and the covenants and agreements contained herein are binding upon the Grantor, his personal representatives, heirs, successors and assigns.

Grantor and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the Property and Easement Area identified herein.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

Grantee agrees to indemnify, insure and hold Grantor, its officers, officials, agents, representatives, employees, contractors, members and invitees harmless from any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, and losses of or damages to property or injuries to or death of any person resulting from Grantee's or its agents, employees, contractors or invitees activity in, above or upon the Easement Area or Property unless such loss, damage, injury or death results from the negligent or willful misconduct of Grantor or its agents.

Grantor does not warrant that the Easement Area or Property is suitable for the purposes for which it is permitted to be used under this agreement. Grantor shall have no responsibility with regard to any failure of or damage to Grantee's improvements or facilities within the Easement Area.

The Grantee knows, understands and acknowledges the risks and hazards associated with using the Easement Area for the purposes permitted herein and the improvements and facilities thereon and

hereby assumes any and all risks and hazards associated therewith. Grantee understands and acknowledges that the primary purposes of the Property, notwithstanding this Agreement, are for public purposes and to accommodate public utility facilities, and that the Easement Area, Property and public utility facilities located therein and other public uses of the Property require regular maintenance, repairs or other work. Grantee hereby irrevocably waives any and all claims against the Grantor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Grantee as a result of using the Easement Area or any of Grantee's activities or facilities or improvements thereon, and hereby irrevocably releases and discharges the Grantor and any of its officials, employees or agents from any and all such claims of liability related to the Easement Area, the Property or the facilities or improvements thereon, or the maintenance, repair or other work conducted within the Easement Area or on the Property by the Grantee or Grantor or any other third party, except those resulting from the negligence or intentional misconduct of the Grantor or its agents.

The waiver or failure to enforce any provision of this Agreement by either Grantor or Grantee or the waiver of a breach or violation of any provision of this Agreement by either party shall not operate as or be construed as a waiver of any subsequent breach, or waiver or failure to enforce, any provision of this Agreement.

The Grantee shall at Grantee's expense maintain in effect bodily injury liability insurance and property damage insurance with limits not less than the maximum liability limits for a municipality as provided in Minnesota Statutes, Section 466.04, as the same may be amended from time to time, or the amount stated in the Grantee's insurance certificate, whichever is greater. The Grantor shall be a named as an additional insured. Upon request, the Grantee shall deliver to the Grantor certificates of all insurance required, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied.

The Grantee agrees to pay any and all real estate taxes which may be assessed against the Easement Area hereunder as such real estate taxes become due and payable.

The Grantee hereby covenants and agrees that the Grantee will not permit or allow any mechanic's or materialman's liens to be placed on the Grantor's interest in the Easement Area or Property during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Grantee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Grantor's interest, the Grantee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that the Grantee may contest any such lien provided the Grantee first provides adequate security protecting the Grantor against such lien.

Grantee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, improvements, personal property, programs and staff for which Grantee is responsible.

This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.

This instrument is exempt from the Minnesota Deed Tax. Any recording fees or other charges, fees, taxes or costs associated with this Agreement shall be paid by Grantor.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the _____ day of _____, 20____.

City of Northfield

Name: Rhonda Pownell
Title: Mayor

Name: Deb Little
Title: City Clerk

STATE OF MINNESOTA)
) **ss.**
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Rhonda Pownell its Mayor, and Deb Little, its City Clerk, respectively, of the City of Northfield, a Minnesota municipal corporation.

Notary Public

This instrument was drafted by: BJA
Northern States Power Company
414 Nicollet Mall, 6A
Minneapolis, MN 55401
Abstract
2017.0834