

PROPERTY ACCESS AGREEMENT

This Property Access Agreement (“Agreement”) is effective this ____ day of _____, 20__ by and between **Bassett Creek Watershed Management Commission, a Minnesota joint powers watershed management organization** (“Grantee”) and **Northern States Power Company, a Minnesota corporation** (“NSP”).

Recitals

- A. NSP owns real Property located at: 1518 Chestnut Avenue, Minneapolis, MN specified on Exhibit “A,” (the “Property”).
- B. In cooperation with the City of Minneapolis (“City”), BCWMC is facilitating the Flood Control Project Double Box Culvert Maintenance and Repair Project (“Project”). The Project will implement necessary repairs within the Bassett Creek tunnel, which runs underneath downtown Minneapolis, as such repairs are necessary to ensure the ongoing structural integrity of the tunnel for long-term flood control protection.
- C. Grantee has requested NSP’s permission for its authorized employees, representatives, contractors, subcontractors and agents to enter the Property to access the City’s easement areas located thereon to perform the Project.
- D. NSP is willing to provide Grantee and its designated employees, representatives, contractors, subcontractors and agents (“Access Party”; collectively the “Access Parties”) with such access under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

Agreement

1. Grant of Right of Entry. Pursuant to the terms and conditions herein, and for and in consideration, the receipt and sufficiency of which is acknowledged, the Access Parties are granted non-exclusive access to the Property under this Agreement only for the purpose of performing the Project (the “Work”). Specifically, this Work includes underground **repairs of the Bassett Creek tunnel to ensure its structural integrity for long-term flood control protection.** No other repair/maintenance above ground or other activities are permitted on the Property or on, under, above, or along the Property. Vehicular access is authorized in the area specifically identified on the Project access sheet attached hereto as Exhibit A (the “Access Plan”). Grantee shall provide NSP with electronic mail notice of any Access Parties’ intention to enter the Property at least five (5) business days prior to entering; notice shall be provided to Kion Gibbs (kion.gibbs@xcelenergy.com) and Carrie Sickels (Caroline.sickels@xcelenergy.com).
2. Grantee’s Responsibilities. Grantee shall be solely responsible for ensuring that all Access Parties comply with the requirements of this Agreement.

3. Restrictions. The Access Parties shall not interfere with NSP's activities on the Property, and the Access Parties shall conduct their activities in a safe and prudent manner and in compliance with all applicable laws, including all federal, state or local environmental, conservation or environmental protection, human health and safety laws, rules or regulations. The Access Parties may not store any equipment, materials, soils, liquids, machinery, tools or other items on the Property without NSP's separate written authorization. Grantee shall not bring onto the Property, or permit to be brought onto the Property, any hazardous materials or other regulated waste or material, which has the potential to spill or be released onto the Property or adjacent areas. Grantee shall dispose of all liquids and soils removed during the drilling offsite at no cost to NSP. Grantee shall be responsible for all disposal and transportation costs associated with the Work. Grantee shall be responsible for repairing any damage done to the Property by any of the Access Parties. Upon completion of the Work, Grantee shall restore the Property to its condition as existed immediately prior to the entry, as near as practicable. Grantee shall be responsible for properly closing or abandoning any wells installed during the performance of the Work. This provision shall survive termination of the Agreement.
4. Access Parties' Responsibilities. The Access Parties shall obey all NSP written rules and regulations made known to them prior to their entry as well as reasonable oral instructions related to safety as such are made known to the Access Parties during their presence on the Property.
5. Entry and Monitoring. Notwithstanding the foregoing, NSP will have no duty to monitor any activities conducted by Grantee or the Access Parties. Any monitoring by NSP of activities conducted by the Access Parties on or near the Property is for the sole benefit of NSP and shall not create any duty, obligation or liability to the Access Parties or any other person.
6. Utility Locates. Grantee is responsible for performing utility locates prior to drilling. Grantee agrees and understands that NSP may have constructed electric power or natural gas generation, transmission, distribution, or related facilities on, under, or above the Property. Grantee has been fully advised by NSP that such electric facilities may now transmit and may continue to transmit electric current at significant voltages, and that the conductors on electric lines may not be insulated. Grantee shall advise all Access Parties of the existence and nature of such electric and natural gas facilities and the potential danger and risk involved. Grantee shall be responsible for payment in advance if it requests any electric line to be de-energized to perform its work. Electric lines will be de-energized by NSP, if NSP determines in its sole and absolute discretion that it will not interfere with NSP's electric system or service to customers. NSP may require Grantee to cease access if NSP determines a line is unable to de-energize as requested and if not de-energizing the line may pose a safety risk. Any action by NSP to stop access under this paragraph is for the sole benefit of NSP and shall not create any duty, obligation or liability to the Access Parties or any other person.

7. Property Information. Upon request, Grantee shall provide NSP with a copy of all data, reports, or other information collected by Grantee relating to any sampling or Work conducted on NSP's Property.
8. Release and Indemnity. Grantee, to the extent permitted by law, shall defend, release, indemnify and hold NSP harmless from and against any and all costs (including reasonable attorney fees and expert witness fees), damages, claims, actions, suits, judgments, fines, penalties or liabilities for personal injury, death, property damage, environmental contamination or natural resource damages (1) arising in any way as a result of the access provided herein to the Access Parties; or (2) for any breach of this Agreement. This provision shall survive termination or expiration of the Agreement.
9. Termination. This Agreement shall terminate upon the sooner of completion of the Work, including all restoration obligations required herein, or June 30, 2027 or by prior abandonment of the access granted herein. The Access Parties shall utilize the property for no more than 21 consecutive days during this time period, unless otherwise expressly authorized by NSP in writing.
10. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Minnesota.
11. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof.
12. Binding Effect. This Agreement shall bind upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
13. Amendment. This Agreement may be amended, modified, superseded or canceled, and any of the terms or covenants hereof may be waived, only by written instrument executed by the parties hereto or, in the case of waiver, by the party waiving compliance.
14. No Waiver. The failure of NSP at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by NSP of the breach of any terms or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be construed as further or continuing waiver of any such breach or a breach of any other term or covenant of this Agreement.
15. No Interest in Real Property. This Agreement does not convey an interest in real property. The parties do not intend to create a lease, easement or other real property interest. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between the parties.
16. NSP's Reserved Rights. NSP intends to use the Property for all legal purposes, and the rights herein granted to Grantee are subject to the rights of NSP to use the Property for such

purposes, which rights NSP hereby expressly reserves. The access granted by this Agreement is issued subject to any prior licenses, easements, leases or other rights affecting the Property. NSP reserves the right to grant leases or easements and to license others to install improvements in, on, under, or along the Property. The access herein granted may also be subject and subordinate to the lien of NSP's Indenture.

17. Access Granted "As Is". Grantee is solely responsible for determining whether the Property is suitable and accepts the Property "AS IS" without any express or implied warranties of any kind, including any warranty or representation of fitness for a particular purpose or any use.
18. No Environmental Warranties. NSP makes no specific or implied disclosure or warranty as to the presence or location of hazardous materials on the Property. Grantee is aware that it is possible that hazardous materials could exist anywhere on or near the Property, accepts the Property "AS IS", and enters the Property at its own risk.
19. Access Party's Sole Risk. All materials, equipment, work, and installations of any nature brought upon the Property by any Access Party shall be at the risk of that Access Party. Neither NSP nor any party acting on NSP's behalf shall be responsible for any damage or loss or destruction of such items brought to the Property and all Access Parties hereby release NSP from all claims arising out of loss, damage or destruction of such items.
20. Insurance.
Grantee shall maintain commercial general liability and other insurance, as provided herein, with insurance companies licensed to do business in the State of Minnesota. Alternatively, Grantee may provide equivalent coverage through the League of Minnesota Cities Insurance Trust. The commercial general liability insurance (including blanket contractual liability) shall insure against claims for bodily injury, death and property damage arising out of Grantee's operations on the Premises. **Such insurance shall afford single limit protection of at least One Million Dollars (\$1,000,000) with respect to personal injury or death and property damage occurring or resulting from one occurrence.**

Such insurance shall include NSP (Northern States Power Company, a Minnesota corporation) as an additional insured as respects liability arising out of the ownership, maintenance or use of the Premises, and shall be approved by NSP. Grantee shall furnish NSP with appropriate certificates of insurance properly executed by such insurance companies evidencing such coverage.

At least 30 days' written notice shall be given to NSP prior to the cancellation or material alteration of such coverage.

NSP and Grantee each hereby waives its right of recovery against the other and each releases the other from any claim arising out of loss, damage or destruction to the Premises, or the contents thereon or therein, to the extent covered by a policy of insurance. Each policy (NSP and Grantee) shall include a waiver of the insurer's rights of subrogation against the party hereto who is not an insured under said policy.

IN WITNESS WHEREOF, the parties hereto, intending to be bound hereby, have caused this Agreement to be executed by their officers, duly authorized, as of the day and year first above written.

Northern States Power Company, a Minnesota Corporation

By: _____

Its: _____

Bassett Creek Watershed Management Commission

By: _____

Its: Chair

By: _____

Its: Secretary

EXHIBIT A

