

EASEMENT

2024-003

Abstract

THIS EASEMENT made _____, 2024, by and between Independent School District #283, a body corporate and politic under the laws of Minnesota, situated in the County of Hennepin, State of Minnesota ("Grantor"), and CenterPoint Energy Resources Corp., a Delaware corporation, doing business in Minnesota as CenterPoint Energy Minnesota Gas, its successors, and assigns ("Grantee").

1. Grantor warrants it is the owner of that certain real property in St. Louis Park, Hennepin County, Minnesota, described below and in Document No. 3013836 filed June 25th, 1956 of record in the County Recorder, Hennepin County, Minnesota, and has the right, without title restriction, to execute and deliver this instrument:

That part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7, Township 117 North, Range 21, West of the 5th Principal Meridian, lying West of Aretz 3rd Addition North of the centerline of Cedar Lake Road and South of a line drawn from the Northwest corner of Lot 4, Block 2, of Aretz 3rd Addition to a point on the West line of said Southwest $\frac{1}{4}$ of said Section 7, 221 feet South of the Northwest corner of said Southwest $\frac{1}{4}$, Hennepin County, Minnesota. (Grantor's Property).

2. Grantee desires an easement in, under, and upon Grantor's Property. Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Grantee, the receipt of which is acknowledged, hereby grants to Grantee, its successors, and assigns, forever, a perpetual, non-exclusive 15-foot Easement to lay, construct, inspect, protect, operate, maintain, alter, abandon, replace, substitute and remove the gas transmission or distribution pipelines or pipeline facilities and appurtenances thereto, including the right of lateral and subjacent support ("gas facilities") in, under and upon Grantor's Property in St. Louis Park, Hennepin County,, Minnesota. Said easement is described as:

The South 15 feet of the West 120 foot of that part of the Northwest $\frac{1}{4}$ of the

Southwest $\frac{1}{4}$ of Section 7, Township 117 North, Range 21, West of the 5th Principal Meridian, lying West of Aretz 3rd Addition North of the centerline of Cedar Lake Road and South of a line drawn from the Northwest corner of Lot 4, Block 2, of Aretz 3rd Addition to a point on the West line of said Southwest $\frac{1}{4}$ of said Section 7, 221 feet South of the Northwest corner of said Southwest $\frac{1}{4}$, Hennepin County, Minnesota. ("Grantee's Easement").

As shown in Exhibit 1 attached to and incorporated herein by reference.

3. In addition, Grantor grants to Grantee, its successors and assigns, the right of ingress and egress to and from Grantor's Property and Grantee's Easement; the right of surveying; and the right to place signs and markers on Grantee's Easement as required by law, or in Grantee's judgment, to protect the public interest or property owner or to notify them of Grantee's Easement. Grantor also grants to Grantee, its successors and assigns, the privilege of temporarily placing tools, equipment, material, and soil on Grantor's Property for the above purposes. For initial construction of the Gas Facilities, Grantee shall provide Grantor's Facilities Manager with notice at least 72-hours prior to entering Grantor's Property and Grantee's Easement to perform the work.

4. Grantor further grants to Grantee the right to clear and keep Grantee's Easement cleared of trees, roots, brush, or other encroachments or obstructions on the surface, sub-surface, and over Grantee's Easement which may interfere with the gas facilities. However, subject to Grantee's written approval, Grantor retains the right to landscape Grantee's Easement with grass, mulch, or similar material and to pave Grantee's Easement for parking and driveway purposes. In the event, Grantee disrupts, removes, or destroys any grass or other landscaping or the paving in the Grantee's Easement in exercising its rights hereunder, Grantee will repair, replace and restore the disturbed area as close to its original condition as possible.

5. Grantor agrees not to interfere with, obstruct, or perform or undertake any activity that could damage or restrict Grantee's use or operation of its gas facilities or the rights granted to Grantee by this instrument. Additionally, Grantor agrees not to encroach upon Grantee's Easement by filling, excavating, or erecting buildings or permanent enclosures unless the same are pre-approved by Grantee, which approval shall not be unreasonably delayed or withheld. Grantor understands and agrees that Grantee may remove any unapproved encroachments or obstructions Grantor places on Grantee's Easement, at Grantor's expense.

6. Grantor agrees that future utilities or other entities will not be located within Grantee's Easement without Grantee's advance written consent, which consent shall not be unreasonably delayed or withheld.

7. Grantee will exercise due care and diligence to avoid injury or damage to Grantor's non-encroaching buildings, permitted personal property, and permitted landscaping. Grantee indemnifies Grantor from any such damage or loss arising or occurring to such property solely by reason of the operation, maintenance, relocation, replacement, substitution, or removal of Grantee's gas facilities.

8. If Grantee discontinues the use of its gas facilities, Grantee has the right, but not the duty, to enter upon Grantee's Easement and remove all or any portion of its gas facilities.

9. Grantee may exercise the rights conveyed herein from time-to-time as may be necessary and convenient, and Grantee's failure to exercise said rights will not limit or extinguish said rights. Grantee's rights can only be extinguished or modified by a written instrument executed by Grantee and filed of record in the county and state aforesaid.

10. Recitals are incorporated and made a part of this Easement.

11. The persons signing this Easement have the real and apparent authority to bind the respective parties.

12. The terms and provisions of this instrument run with the land and extend to and are binding upon Grantor and Grantor's heirs, legal representatives, successors, and assigns. Grantee may assign or lease this Easement in whole or in part.

13. Grantee hereby agrees to indemnify, defend and hold harmless Grantor and its agents, officials, and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorney's fees) directly arising out of or directly resulting from Grantee's or Grantee's agents' or employees' grossly negligent or intentional misconduct, or any violation of any applicable safety law, regulation, or code in the performance of Grantee's obligations under the Easement except to the extent of intentional or negligent acts of Grantor, its employees, agents and officials.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

INDEPENDENT
SCHOOL DISTRICT
No. 283

By: _____
Virginia Mancini, Its: Board Clerk

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by, Colin Cox and Virginia Mancini, the Board Chair and Board Clerk, respectively of Independent School District #283, a body corporate and politic under the laws of Minnesota, situated in the County of Hennepin, State of Minnesota

Notary Public

G R A N T E E:

CenterPoint Energy Resources Corp.,
d/b/a CenterPoint Energy Minnesota Gas

By: _____
Crystal R. Shrader, Manager,
Surveying & Right of Way Regional Support,
Agent & Attorney-in-Fact

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Crystal R. Shrader, Manager of Surveying & Right of Way Regional Support and Agent & Attorney-in-Fact for CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Minnesota Gas.

ATTENTION COUNTY RECORDER:

Please mail this document after recording to:

Chuck Mayers **SR/WA**
Senior Agent, Right of Way
CenterPoint Energy
P.O. Box 1165
Minneapolis, MN 55440-1165

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
CenterPoint Energy Resources Corp., d/b/a CenterPoint
Energy Minnesota Gas
700 West Linden Avenue
Minneapolis, MN 55440-1165