



## *City Council Memorandum*

**To: Mayor Fasbender & City Councilmembers**  
**From: Kori Land, City Attorney**  
**Date: January 2, 2024**  
**Item: Easement Agreement with CenterPoint Energy**

**Council Action Requested:**

Approve Utility Easement Agreement with CenterPoint Energy

**Background Information:**

CenterPoint Energy is seeking this easement from the City in order to install a natural gas line from 4<sup>th</sup> street public road right of way to service a generator for AT&T at AT&T's existing leased area at the 4<sup>th</sup> Street Water Tower. CenterPoint is specifically installing this line to service AT&T, but it will also be able to use it to service any customers. CenterPoint must also acquire an easement from the school district who owns land between 4<sup>th</sup> street right of way and the city's water tower site in order to install this natural gas line.

**Financial Impact:**

CenterPoint is paying the City \$2,164 for the easement, which is the appraised value based on the opinion of appraiser Jason Messner of Patchin Messner Valuation Counselors.

**Attachment:**

Permanent Utility Easement Agreement

**PERMANENT UTILITY EASEMENT**

**THIS PERMANENT UTILITY EASEMENT** (“Easement”) is made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Hastings, a Minnesota municipal corporation (“City”), and CenterPoint Energy Resources Corp., a Delaware corporation, doing business in Minnesota as CenterPoint Energy Minnesota Gas, its successors and assigns, (“CenterPoint”).

**PROPERTY DESCRIPTION:**

The City owns real property situated within Dakota County, Minnesota, legally described as follows:

**Lot 2, Block 1, Hastings High School, according to the recorded plat thereof, Dakota County Minnesota**

PID: 19-32200-01-020  
*Abstract property*

(“City’s Property”).

**PERMANENT EASEMENT DESCRIPTION**

The City for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto CenterPoint, its successors and assigns, the following:

A permanent easement for utility purposes and all such purposes ancillary, incident or related thereto (“Permanent Easement”) under, over, across, through and upon that real property legally described and depicted on Exhibit A, (hereinafter the “Permanent Easement Area”) attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the right to lay, construct, inspect, protect, operate, maintain, alter, replace, substitute and remove the gas transmission or distribution pipelines or pipeline facilities and appurtenances thereto, incident or

related thereto (“Gas Facilities”), under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement to lay, construct, inspect, protect, operate, maintain, alter, replace, substitute and remove the Gas Facilities.

#### **EXEMPT FROM STATE DEED TAX**

The rights of CenterPoint also include the right of CenterPoint, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area, any CenterPoint improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground facilities and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as CenterPoint may deem appropriate relating to the purposes of the Permanent Easement.
- (e) City agrees not to interfere with, obstruct, or perform or undertake any activity that could damage or restrict CenterPoint’s use or operation of its Gas Facilities, or the rights granted to CenterPoint by this instrument. Additionally, City agrees not to encroach upon CenterPoint’s easement by filling, excavating, or erecting buildings or permanent enclosures unless the same are pre-approved by CenterPoint, which approval shall not be unreasonably delayed or withheld.

If CenterPoint removes from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of any above ground and below ground communication lines and facilities, culverts and other utilities, grass or other landscaping in exercising its rights hereunder, CenterPoint will repair, replace, and restore the disturbed area as close to its original condition as possible at its own expense.

CenterPoint shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys’ fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the City’s Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by CenterPoint or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The City, for itself and its successors and assigns, does hereby warrant to and covenant with CenterPoint, its successors and assigns, that they are well seized in fee of the City's Property described above, the Permanent Easement Area described and depicted on Exhibit A and has good right to grant and convey the Permanent Easement herein to CenterPoint.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**[Remainder of this page has been intentionally left blank]**

EXECUTED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

CITY OF HASTINGS

By: \_\_\_\_\_  
Mary Fasbender  
Mayor

By: \_\_\_\_\_  
Kelly Murtaugh  
City Clerk

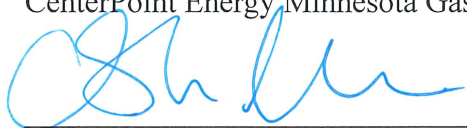
STATE OF MINNESOTA         )  
   ) ss.  
COUNTY OF DAKOTA         )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me a Notary Public within and for said County, personally appeared Mary Fasbender and Kelly Murtaugh to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Hastings, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public

**GRANTEE:**

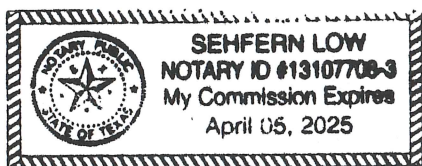
CenterPoint Energy Resources Corp., d/b/a  
CenterPoint Energy Minnesota Gas

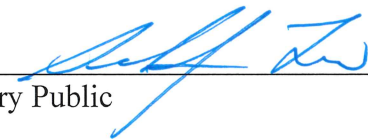


By: Crystal R. Shrader, Manager, Surveying &  
Right of Way Regional Support, Agent &  
Attorney-in-Fact

STATE OF TEXAS )  
 ) ss.  
COUNTY OF HARRIS )

The foregoing instrument was acknowledged before me on 14<sup>th</sup> day of November, 2023,  
by Crystal R. Shrader, Manager, Surveying & Right of Way Regional Support, Agent &  
Attorney-in-Fact for CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota  
Gas, a Delaware corporation.



  
\_\_\_\_\_  
Notary Public

**This instrument drafted by  
and after recording, please return to:**  
Korine L. Land (#262432)  
LeVander, Gillen & Miller, P.A.  
1305 Corporate Center Drive, Suite 300  
Eagan, MN 55121

**EXHIBIT A**  
**LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA**

A strip of land 10-feet wide over, under and across that part of Lots 1 and 2, Block 1, HASTINGS HIGH SCHOOL, according to the recorded plat thereof, Dakota County, Minnesota being 5-feet on each side of the following described centerline:

Commencing at the southeast corner of said Lot 2 thence South 89 degrees 55 minutes 09 seconds West assumed bearing along the south line of said Lot 2, a distance of 81.85 feet then South 22 degrees 19 minutes 42 seconds East, a distance of 53.91 feet to the southerly line of Lot 1 and the point of beginning of the centerline to be described; thence North 22 degrees 19 minutes 42 seconds West, a distance of 260.33 feet thence North 62 degrees 02 minutes 16 seconds West, a distance of 19.61 feet to Point "A" and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at the southerly line of said Lot 1 and at a line which bears South 01 degrees 22 minutes 08 seconds East and North 01 degrees 22 minutes 08 seconds West from said Point "A",

Together with a strip of land 5.5-feet wide over, under and across that part of said Lot 2, being 2.75-feet on each side of the following described centerline:

Beginning at said Point "A", thence on a bearing of West, a distance of 13.00 feet and said centerline there terminating.

