

ACCESS AND UTILITY AGREEMENT

THIS AGREEMENT (the “License”) is entered into effective as of _____, 2018, by and between the City of Minneapolis, acting by and through its Park and Recreation Board, a body corporate and politic under the laws of the State of Minnesota (“MPRB”), and CenterPoint Energy Resources Corp., a Delaware corporation, doing business as CenterPoint Energy Minnesota Gas (CenterPoint).

RECITALS

Whereas, the MPRB is the owner of land (“Park Property”) located within the City of Minneapolis, County of Hennepin, State of Minnesota, Theodore Wirth Regional Park, as described on **Exhibit A** attached hereto and hereby made a part hereof, and,

Whereas, CenterPoint desires to have access across Park Property to construct, inspect, protect, operate, maintain, alter, replace, substitute and remove pipeline facilities and appurtenances thereto and MPRB is willing to allow such installation, operation, and maintenance, and the parties desire to create the necessary agreement for these purposes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed that:

1. Temporary Use of Park Area for Gas Facilities Installation. Subject to the terms and conditions herein, the MPRB hereby grants a license to CenterPoint for temporary use of that portion of Park Property shown on **Exhibit B** (Survey of “Gas Facilities Installation Area”) attached hereto and hereby made a part hereof, for gas facilities installation, between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, for a period beginning on March 1, 2018 and ending on October 31, 2018.

2. Non-Exclusive Use of Theodore Wirth Regional Park Area for Gas Facilities Operation and Maintenance. MPRB hereby licenses to CenterPoint, non-exclusive use of that portion of Park Property shown on **Exhibit C** (Survey of “Gas Facilities Operation and Maintenance Area”) attached hereto and made a part hereof, for long-term operation and maintenance of the gas facilities, during the term of this License.
3. Term. The term of this License shall be for twenty-five (25) years, commencing on the effective date, and ending on and including on January 1, 2043 unless terminated earlier as provided in Section 4.
4. Termination. Renewal of this License shall be based on a determination that the respective property is no longer needed by CenterPoint, or that MPRB requires the gas facilities to be removed because the MPRB undertakes a project to develop the Gas Facilities Operation and Maintenance Area that will unreasonably interfere with the rights granted to CenterPoint under this Agreement. Either party may terminate the license after the initial term of twenty-five (25) years by notifying the other party in writing with a one hundred and twenty (120) day’s notice.

In the event of termination, each party shall by the end of the one hundred and twenty (120) days’ notice, remove its property, equipment, and fixtures located or placed on the other’s party property and restore the premises to as near as possible to substantially the same condition, normal wear and tear excluded, or other condition mutually agreed upon at the time of termination.

5. Payment of Fees. CenterPoint shall pay a one-time fee of \$249,869 for the permanent use of that portion of the Park Property as shown on Exhibit C for the installation, operation, and maintenance of CenterPoint’s gas facilities and \$55,200 for temporary use of that portion of the Park Property as shown on Exhibit B for installation of CenterPoint’s gas facilities.
6. Assignment of License. Both parties shall be prohibited from assigning or transferring this License, nor permit this License to be become transferred by operation of law or otherwise, nor do or suffer any acts to be done whereby the same may be or become assigned in whole or in part.
7. Renewal Option(s). The parties agree that each party is granted three (3) successive options of twenty-five (25) year(s) each to continue this License on the same terms and conditions as specified in the License, provided that each party notifies the other part in writing of its intent to renew the License at least one hundred and twenty (120) days prior to the expiration of the then current term.

8. Construction. The parties acknowledge that at certain times during the initial term thereof, CenterPoint will be engaged in a gas facilities installation construction project on the Park Property. CenterPoint agrees that it will keep the MPRB advised as to the plans for such project and give specific advance notice of circumstances which will significantly impact the Park Property. CenterPoint agrees to use its best efforts to minimize the impact on the Park Property.
9. MPRB's Activities. MPRB will not interfere with and will not perform or undertake any activity that could damage or restrict CenterPoint's use or operation of its gas facilities. Within the Gas Facilities Operation and Maintenance Area (Exhibit C), MPRB agrees that it will not fill, excavate, or erect buildings or permanent enclosures which would interfere with the gas facilities located therein or which would otherwise obstruct access thereto in any manner whatsoever. CenterPoint also has the right to clear and keep the Gas Facilities Operation and Maintenance Area (Exhibit C) cleared of trees, roots, brush, or other encroachments or obstructions on the surface and sub-surface as required by law or are necessary for the function of the gas facilities. CenterPoint shall consult with and get permission from the MPRB prior to commencing any such work in the area and agrees that any such work will be done in a manner to cause the least amount of damage possible. In addition, CenterPoint and the MPRB will agree on suitable restorative vegetation for any area so affected with CenterPoint bearing all costs associated with such restoration.
10. Other Future Utilities. MPRB agrees that other future utilities will not be located within the Gas Facilities Operation and Maintenance Area (Exhibit C) without CenterPoint's advance written consent, which consent shall not be unreasonably delayed or withheld.
11. Indemnification. Each party agrees to indemnify, defend and save harmless the other party from any and all claims or causes of action arising or claimed to arise by reason of injury or death to person or damage to property and arising out of the grant of this License or out of act or omission of person or persons incident to use and occupancy of premises.
12. Hold Harmless. Each party agrees to hold harmless the other party from any and all claims, liens, or liability which may arise from construction, maintenance, repair or replacement or from claims of labor or materials involved in or arising out of the natural gas facilities work.

13. Notice. All notices, requests, and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested to the other party at its address set forth below or to such other address as such part may designate by notice given pursuant to this section:

If to the MPRB: Minneapolis Park and Recreation Board
Attn: Real Property Administrator
2117 West River Road North
Minneapolis, Minnesota 55411
Phone: 612-230-6400
Facsimile: 612-230-6506

With a copy of any notices of default to:

Rice, Michels & Walther, LLP
10 Second Street Northeast, Suite 206
Minneapolis, MN 55413
Phone: 612-676-2300

If to CenterPoint Energy:

CenterPoint Energy
Attn: Administration Engineer
700 W Linden Avenue
Minneapolis, MN 55403
Phone: 612-321-5426

14. Amendments. This License shall be amended only in a writing duly executed by all the parties to this License. This License (including all addenda, exhibits, and schedules) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms, and all prior negotiations and agreements relating to the subject matter of this License are merged herein.
15. Governing Law/Jurisdiction. The laws of the State of Minnesota shall govern the validity, construction, and enforceability of this License, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of actions relating to the construction, validity, performance and enforcement of this License shall be in the courts of the State of Minnesota.
16. Successors. The terms and provisions of this License run with the land and extend to and are binding upon MPRB and CenterPoint's legal representatives, successors, and assigns.

17. Exhibits. The terms and conditions of Exhibits A-C attached to this Agreement are made apart of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of paragraphs 1-17 of this Agreement conflict with any of the terms and conditions of the attached Exhibit(s), the terms and conditions of the Exhibit(s) shall control. All capitalized terms in any Exhibit(s) that are not specifically defined in such Exhibit(s) shall have the meanings given them in this Agreement.

Exhibits:

A-Legal Description-Park Property

B-Location Map- Survey of Gas Facilities Installation Area

C-Location Map- Survey of Gas Facilities Operation and Maintenance Area

IN WITNESS WHEREOF, MPRB and CenterPoint have executed this Agreement as the date set forth above.

Date: _____

Minneapolis Park and Recreation
Board

By: _____
It's President

By: _____
It's Secretary

Date: _____

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

By: _____
Brad Tutunjian

It's Division Vice President
Regional Gas Operations-Minnesota

EXHIBIT A PARK PROPERTY

That part of the Southeast Quarter of the Northwest Quarter of Section 17, Township 29, Range 24, Hennepin County, Minnesota embraced within a strip of land, 200.00 feet in width deeded to the City of Minneapolis by Deed Filed November 7, 1911 in Book 706 of Deeds, Page 361, recorded as Document No. 616764, which lies westerly of the southerly extension of the west line of Zenith Avenue North, as dedicated in "Delphian Heights, Hennepin County, Minnesota" and northeasterly of the Burlington Northern Railroad right of way, formerly the Great Northern Railway Company. Excepting therefrom that part embraced within the right of way of Golden Valley Road.

All That part of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Seventeen (17) which lies south of the highway crossing the same and commonly known as Nineteenth Avenue North in Section Seventeen (17) Township Twenty-nine (29), Range Twenty-four (24), all according to the Government Survey thereof. Subject to railroad right of way (See Book 89 Deeds 396) EXCEPT any part which may be described on Torrens Certificate of Title 391467.

The following described parcels of land lying in the southeast quarter of the northwest quarter of Section 17, Township 29, Range 24 W., as follows:

A strip of land 200 feet wide extending from the east line of said southeast quarter of the northwest quarter to the southwesterly boundary line of the right of way of the Osseo branch of the Great Northern Railway Co., and the northerly line of which 200 foot strip is described as follows: Beginning at a point on the east side of said southeast quarter of the northwest quarter distant 1075.5 feet north of the southeast corner thereof, thence on a curve southwesterly the radius of which is 1046.3 feet and the angle to the tangent of said curve with the east line of said southeast quarter being 53 degrees and 23 minutes a distance of 300 feet; thence on a tangent southwesterly a distance of 319.4 feet, thence on a curve to the left whose radius is 827.74 feet a distance of 433.8 feet, thence on a tangent southwesterly 436.3 feet, more or less, to a point on the southwesterly right of way line of the Osseo branch (so-called) of the Great Northern Railway CO., said point to be the ending of said line described, and being distant as measured along said southwesterly right of way line 268 feet from a point on the south line of said southeast quarter of the northwest quarter where said right of way line intersects the same. Also a triangular tract of land in said southeast quarter of the northwest quarter bounded on the southeast by a 200 foot strip, on the southwest by the northeast line of the railway right of way, and the north by the country road as now traveled, Also a tract of land in the southwest corner of said southeast quarter of the northwest quarter described as follows: Beginning at the southwest quarter, thence north 385 feet, more or less, to the southwesterly right of way line of the Osseo branch of the Great Northern Railway Co., thence southeasterly along said southwesterly right of way line to a point on the south line of said southeast quarter of the northeast quarter distant 297 feet, more or less from the point of beginning, thence 297 feet more or less to the point of beginning. All being in the southeast quarter of the northwest quarter of Section 17, Township 29 N. Range 24 W.

All that part of the Northwest $\frac{1}{4}$ of Section 17, Township 29, Range 24 described as follows: Beginning at a point in the Northeasterly line of the right of way of the Great Northern Railway Company, distant 67.8 feet Northwesterly from the intersection of said railroad right of way line with the center of County Road Number 6 (also known as 19th Avenue North); thence Northwesterly along the Northeasterly line of said Great Northern Railway Company's right of way a distance of 396.48 feet to a point therein distant 1714.9 feet Southeasterly, measured along said right of way line from its intersection with the West line of Section 17 in said Township and Range; thence Northeasterly making an angle of 90 degrees 4 minutes to the right from said last described line a distance of 879.71 feet; thence Easterly making an angle of 52 degrees 26 minutes to the right from last described course, a distance of 175 feet; thence Southerly 553.8 feet to a point in the Northerly line of Glenwood-Camden Parkway, said last described point being 534.58 feet Northeasterly measured along Northwesterly line of said Glenwood-Camden Parkway from its intersection with the center line of aforesaid County Road Number 6; thence Southwesterly along the Northwesterly line of said Parkway, a distance of 465.21 feet to the point of intersection of the Northwesterly line of said Parkway with a line drawn parallel and 50 feet Northerly, measured at a right angle from the center line of aforesaid County Road Number 6; thence Westerly along said line parallel with and 50 feet Northerly of said centerline of said road, a distance of 330.68 feet to the point of beginning.

EXHIBIT B SURVEY OF GAS FACILITIES INSTALLATION AREA

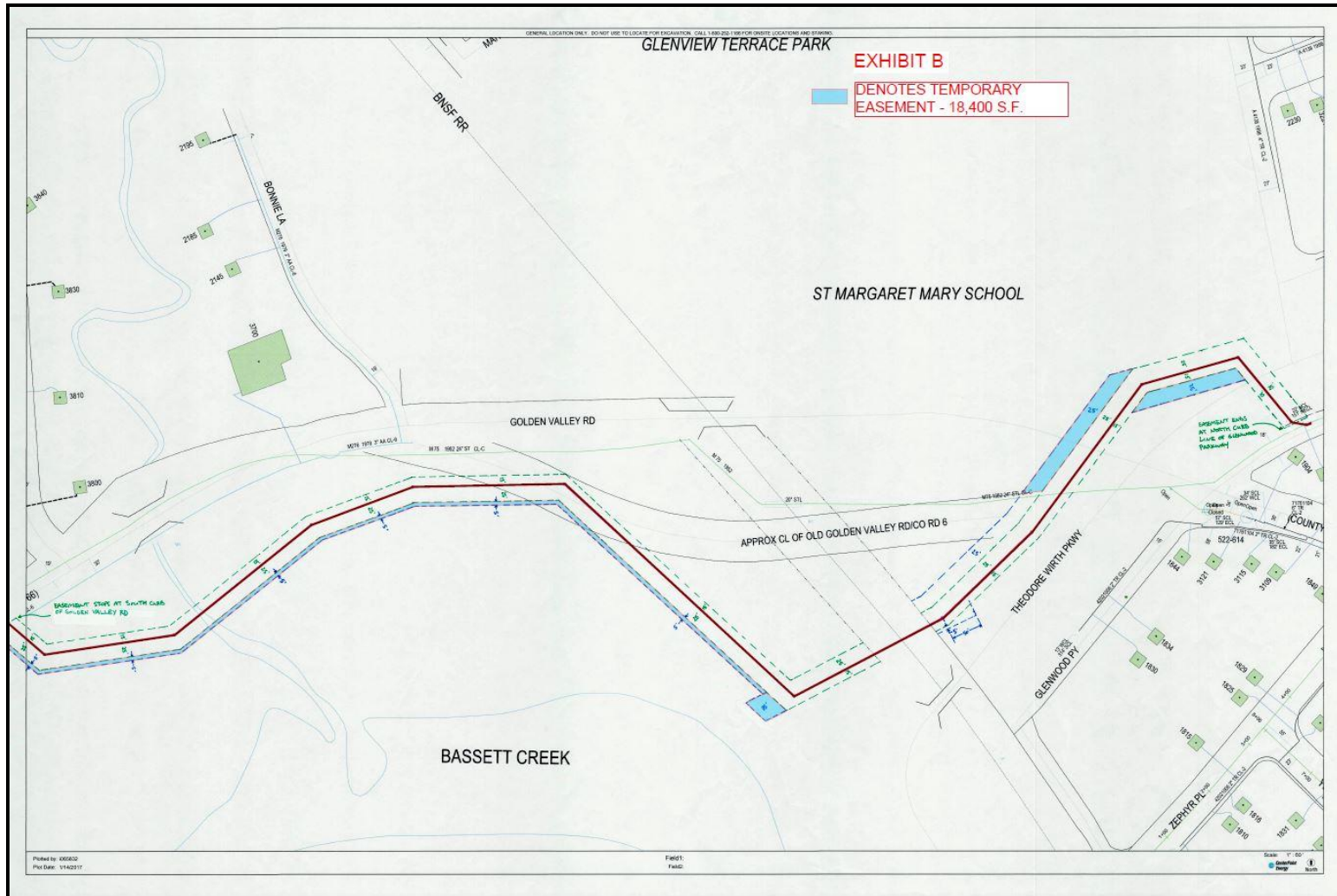


EXHIBIT C
SURVEY OF GAS FACILITIES OPERATION AND MAINTENANCE AREA

