

## **THERMAL LINE EASEMENT**

**THIS THERMAL LINE EASEMENT** (“Easement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the City of Saint Paul, a Minnesota municipal corporation (“Grantor”), to District Energy St. Paul, Inc., a Minnesota non-profit corporation (“Grantee”).

### **RECITALS**

**WHEREAS**, Grantor is the owner of that certain real property located at 90 Fourth Street West, in the City of Saint Paul, Ramsey County, Minnesota (the “City Property”), and legally described in Exhibit A, attached hereto and incorporated herein;

**WHEREAS**, Grantee desires to deliver thermal energy and to maintain service capability to that certain real property located at 80 Fourth Street West, in the City of Saint Paul, Ramsey County, Minnesota (the “80 West Property”), and legally described in Exhibit B, attached hereto and incorporated herein;

**WHEREAS**, as the 80 West Property adjoins the City Property along its easterly boundary, Grantee desires an easement through a portion of the City Property for the construction, installation, inspection, maintenance, repair, replacement, reconstruction, general upkeep, and improvement of Grantee’s heating and cooling lines providing thermal energy to the City Property (“Thermal Lines”); and

**WHEREAS**, Grantor has agreed to allow the extension of the Thermal Lines through the basement of the building located on the City Property to areas beyond the building walls for the express purpose of serving the 80 West Property, which is another customer of Grantee. That portion of the City Property subject to the Easement described herein is detailed in Exhibit C, attached hereto and incorporated herein (the “Easement Area”).

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, Grantor hereby represents and covenants as follows:

1. Grant of Easement: Grantor hereby grants and conveys to Grantee, a permanent, non-exclusive easement under and through the Easement Area for the construction, installation, inspection, maintenance, repair, replacement, reconstruction, general upkeep, and improvement of the Thermal Lines and other appurtenances thereto, including but not limited to the right to enter onto the City Property for the foregoing purposes and further including the right of access to the City Property through the structure now or hereafter located on all or part of the City Property for the express purpose of providing Thermal Lines to the 80 West Property. The burdens of the easements and rights contained in this Easement shall run with the City Property and shall be a charge and burden thereon as specified herein and shall be binding upon Grantor and its successors, assigns, permittees, licensees, lessors, employees, and agents. This Easement shall inure to the benefit of Grantee and its successors, assigns, permittees, licensees, lessors, employees and agents.

2. Warranties by Grantor:

- a. Grantor warrants that it owns the City Property in fee simple, subject to liens and encumbrances of record, if any.
- b. Grantor warrants that Grantee shall have the quiet use and enjoyment of the Easement Area in accordance with the terms of this Easement. Grantor shall not conduct any activity, nor grant any rights to any third party within the Easement Area that would interfere in any way with Grantee's use of the Easement Area or the rights granted under this Easement. Grantor will not sell, transfer, assign or encumber the City Property or grant any license, easement or other right with respect to the City Property which could interfere with Grantee's operations.
- c. Grantor shall not use, store, dispose of or release on the City Property or cause or permit to exist or be used, stored, disposed of or released on the City Property any substance which is defined as a "hazardous substance," "hazardous material," "toxic substance" or "solid waste" in violation of any federal, state or local law, statute or ordinance.

3. Miscellaneous:

- a. This Easement is made under and shall be interpreted, governed by, and enforced pursuant to the laws of the State of Minnesota.
- b. This Easement and each and every covenant, agreement, and other provision hereof shall be binding upon the Grantor and its respective heirs, administrators, personal representatives, successors and assigns.
- c. No waiver of any right under this Easement shall be effective for any purpose unless in writing, signed by the Grantor and Grantee, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Easement.
- d. If any term or provision of this Easement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.
- e. The section headings contained in this Easement are for purposes of reference and convenience only and shall not limit or otherwise affect in any way the meaning of this Easement.

[SEPARATE SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, Grantor has caused this Easement to be executed effective as of the date first written above.

**CITY OF SAINT PAUL, MINNESOTA**

By: \_\_\_\_\_  
Its Mayor or Deputy Mayor

By: \_\_\_\_\_  
Its Director of Financial Services

By: \_\_\_\_\_  
Its City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

STATE OF MINNESOTA    )  
                                          ) ss.  
COUNTY OF Ramsey     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, Mayor or Deputy Mayor, \_\_\_\_\_, Director, Office of Financial Services and \_\_\_\_\_, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

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

REPAIRED BY AND UPON RECORDING RETURN TO:  
City of Saint Paul  
Office of Financial Services – Real Estate Section  
25 W. 4<sup>th</sup> St., Ste. 1000  
Saint Paul, MN 55102

## **Exhibit A**

### Legal Description of City Property

Lots 2 through 18 and adjacent vacated alley, Auditor's Subdivision No. 34, St. Paul, Ramsey County, Minnesota.

## **Exhibit B**

### Legal Description of 80 West Property

Lots 1 and 19 and adjacent vacated alley, Auditor's Subdivision No. 34, St. Paul, Ramsey County, Minnesota.

### Depiction of Easement Area

