

(Do not write in the space above. Reserved for recording/transfer data)

**PERMANENT PUBLIC UTILITY EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Agreement is made this 22nd day of SEPTEMBER, 2025, by and between Mark J. Pritchard and Julie A. Pritchard as Trustees of the Mark J. Pritchard and Julie A. Pritchard Joint Revocable Trust dated January 27, 2020, as to a 50% interest, and Kari L. Pritchard and Robert T. Wilder as Trustees of the Kari L. Pritchard Revocable Trust under Agreement dated May 8, 2020, as to a 50% interest, referred to together hereinafter as "Grantor," and the City of Northfield, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, 801 Washington Street, Northfield, Minnesota 55057, referred to hereinafter as "Grantee"; (collectively referred to herein as the "parties").

AGREEMENT

That for and in consideration of the sum of Fifteen Thousand Six Hundred Forty Seven and 50/100 Dollars (\$15,647.50) and other good and valuable consideration, paid this date by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a Permanent Easement, as described in Exhibit B, for public utility purposes (the "Permanent Easement"), over, under and across that part of the tract of land legally described on Exhibit A, which is attached hereto and incorporated herein by reference, in Northfield Township, Rice County, Minnesota, which tract of land for the purposes of this Agreement shall be referred to herein as "Parcel A"; which Permanent Easement is legally described on Exhibit B, which is attached hereto and incorporated by reference (the "Permanent Easement Area").
2. The undersigned Grantor hereby grants and conveys to the Grantee a Temporary Easement for construction purposes (the "Temporary Easement") over, under and across that Parcel A legally described on Exhibit A, in Northfield Township, Rice County, Minnesota, as legally described on Exhibit C, which is attached hereto and incorporated by reference (the

“Temporary Easement Area”). The purpose of the Temporary Easement is to allow Grantee, or its employees, agents, permittees and licensees, to use the Temporary Easement Area in connection with sanitary sewer and road construction which will include the construction of public utility facilities (the “Grantee’s Work”).

The Temporary Easement shall expire no later than two (2) years after the date of this Agreement.

3. The Permanent Easement Area and Temporary Easement Area described above are depicted together on the survey, Exhibit D, which is attached hereto and incorporated herein by reference.
4. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described real property, Parcel A, is lawfully seized and possessed of said real property, and that the Grantor has good and lawful right to grant the Permanent Easement and Temporary Easement described herein.
5. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary, public utility facilities and improvements, and such other improvements appurtenant thereto, in the Permanent Easement and Temporary Easement Area described herein.
6. The Grantee shall have the right, at its sole cost and expense, to conduct such activities in the Temporary Easement Area, as are reasonably necessary to complete Grantee’s Work. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Temporary Easement Area, including but not limited to ingress and egress for equipment, materials, supplies and vehicles, at all times and without notice to Grantor, provided that such ingress and egress is not over, under, upon or across any portion of Grantor’s Property that is not within the Temporary Easement Area.
7. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Permanent Easement Area at all times and without notice to Grantor by such route, in the judgment of the Grantee, as shall occasion the least practical damage and inconvenience to the Grantor; provided however that in the event any structures are built on Parcel A, the Grantee shall thereafter only be authorized to access the Permanent Easement Area via public roadways and any other undeveloped portions of Parcel A that do not contain structures, so as to prevent encumbering the portions of Parcel A which contain structures.
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Area and Temporary Easement Area clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other obstructions that may interfere with or endanger the Grantee’s exercise of any of the rights pursuant to this Permanent Easement and Temporary Easement.

9. The Grantee agrees to compensate Grantor for the following: (a) the loss of any crop growing in the Temporary Easement Area, if any, during the construction phase of Grantee's Work; and (b) the loss of any crop growing anywhere in Parcel A (other than crops growing in the Permanent Easement Area) caused by the Grantee's need to access the Permanent Easement Area or perform work in the Permanent Easement Area. The loss of any crop shall be paid by the Grantee to Grantor at a prorated rate of \$1,359 per acre. In the event the Parties are unable to agree as to the extent of crop loss caused by Grantee's Work, then the Parties shall mutually select a crop insurance adjuster to review the damage and make a determination as to the amount of acreage damaged. Grantor shall make a written request to Grantee for any crop loss damage based on the parameters herein within the time period specified herein or such claim shall be deemed waived by Grantor.
10. The Grantor shall not erect, construct or locate in the Permanent Easement and Temporary Easement Area any new structure or object that was not in existence on the date of this Permanent Easement, which would prevent the Grantee's reasonable access to the Permanent Easement and Temporary Easement Area or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
11. The Grantee shall restore, at Grantees' expense, any and all disturbed areas within the Permanent and Temporary Easement Area(s) back to as close to original condition as, in Grantee's judgment, is reasonably practicable given the rights granted hereunder. No construction materials may remain in, on or under the Temporary Easement Area at the end of the term of the Temporary Easement.
12. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
13. This Permanent Easement shall be recorded as soon as practicable following its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of the public utility facilities and improvements constructed in the Permanent Easement Area, and such other improvements appurtenant thereto, in accordance with the grant of rights conveyed herein.
14. Grantor and Grantee agree to correct any legal descriptions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein, and to accordingly replace the corresponding corrected exhibit herein, as applicable.
15. This Agreement shall be governed by and construed under the laws of the State of Minnesota without reference to its conflict of laws principles.
16. Any notice or other communication required or permitted under this instrument must be in writing and may be given by personal delivery, by being deposited with any nationally recognized overnight carrier that routinely issues receipts, or by being deposited with the United States Postal Service, postage prepaid, certified mail, addressed to the party for whom it is intended at its address set forth above. Any such notice shall be deemed delivered upon

(but not until) receipt or refusal of receipt. Either party may change its address for notices by giving 10 days prior written notice of such change to the other party in a manner set forth above.

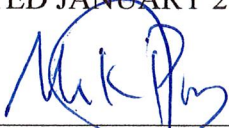
17. Parcel A contains underground drainage tile. Grantor has provided Grantee with tile map, which is attached hereto and incorporated by reference as Exhibit E. For the purposes of this paragraph, Grantee may rely on the tile map provided by Grantor. Grantee shall be responsible for the cost of any damage to the underground drainage tile on Parcel A caused by Grantee's Work or caused by any subsequent work performed by Grantee related to the improvements to be installed as part of the Grantee's Work, if any. In the event it is necessary to re-route any underground tile lines as a result of Grantee's Work, then Grantee shall be responsible for re-routing the tile lines. Any re-routing of tile lines by Grantee shall require prior written approval of the Grantor, which shall not be unreasonably withheld, so long as the re-routing of the tile does not materially affect the ability and sufficiency of the tile to drain the water from Parcel A in a manner consistent with the drainage prior to the proposed re-routing.

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IN WITNESS WHEREOF, the parties have hereunto executed this document the day and year first above written.

GRANTOR:

MARK J. PRITCHARD AND JULIE A.
PRITCHARD JOINT REVOCABLE TRUST
DATED JANUARY 27, 2020



Mark J. Pritchard, Trustee



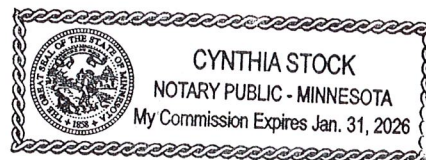
Julie A. Pritchard, Trustee

STATE OF MN)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 22nd day of SEPTEMBER, 20 25, by Mark J. Pritchard and Julie A. Pritchard as Trustees of the Mark J. Pritchard and Julie A. Pritchard Joint Revocable Trust dated January 27, 2020, Grantor.



Notary Public



GRANTOR:

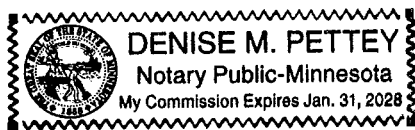
KARI L. PRITCHARD REVOCABLE TRUST
UNDER AGREEMENT DATED MAY 8, 2020

Kari L. Pritchard
Kari L. Pritchard, Trustee

Robert T. Wilder M.P.H.
Robert T. Wilder, Trustee

STATE OF Minnesota)
COUNTY OF Olmsted) ss.

The foregoing instrument was acknowledged before me this 17 day of September, 2025, by Kari L. Pritchard and Robert T. Wilder, as Trustees of the Kari L. Pritchard Revocable Trust under Agreement dated May 8, 2020, Grantor.



Denise M. Pettey
Notary Public

GRANTEE:

CITY OF NORTHFIELD, MINNESOTA

By: _____
Erica Zweifel, Its Mayor

ATTEST:

By: _____
Lynette Peterson, Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Erica Zweifel as Mayor and Lynette Peterson as City Clerk on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota, Grantee.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
(651) 225-8840

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY (PARCEL A)

LEGAL DESCRIPTION:

The North 60 acres of the NW 1/4 of Section 8, Township 111 North, Range 19 West, except 2 acres described as follows: Beginning at the Northwest corner of said Section 8 and thence South on said Section line 20 rods; thence East 16 rods; thence North 20 rods; thence West 16 rods to the point of beginning, all in Rice County, Minnesota.

EXHIBIT B

LEGAL DESCRIPTION OF PERMANENT EASEMENT

LEGAL DESCRIPTION:

A 50.00 foot perpetual easement for sanitary sewer purposes over, under and across that part of the herein described Parcel A, being 25.00 feet on each side of a line described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 8, Township 111 North, Range 19 West, of the 5th Principal Meridian, Rice County, Minnesota; thence on an assumed bearing of South 00 degrees 05 minutes 10 seconds West along the west line of said Northwest Quarter, a distance of 1923.20 feet; thence South 89 degrees 54 minutes 50 seconds East, a distance of 1913.21 feet; thence North 45 degrees 09 minutes 59 seconds East, a distance of 208.02 feet to the point of beginning of the line to be described; thence North 00 degrees 00 minutes 00 seconds West, a distance of 2448.70 feet, and said line there terminating.

EXHIBIT C

LEGAL DESCRIPTION OF TEMPORARY EASEMENT

LEGAL DESCRIPTION:

A 47.00 foot temporary easement for construction purposes over, under and across that part of the herein described Parcel A, lying between a line 25.00 feet and 72.00 feet to the left of a line described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 8, Township 111 North, Range 19 West, of the 5th Principal Meridian, Rice County, Minnesota; thence on an assumed bearing of South 00 degrees 05 minutes 10 seconds West along the west line of said Northwest Quarter, a distance of 1923.20 feet; thence South 89 degrees 54 minutes 50 seconds East, a distance of 1913.21 feet; thence North 45 degrees 09 minutes 59 seconds East, a distance of 208.02 feet to the point of beginning of the line to be described; thence North 00 degrees 00 minutes 00 seconds West, a distance of 1048.06 feet, and said line there terminating.

AND

Together with a 41.00 foot temporary easement for construction purposes over, under and across that part of the herein described Parcel A, lying between a line 25.00 feet and 66.00 feet to the left of a line described as follows:

Beginning at the terminus of the last above described line; thence North 00 degrees 00 minutes 00 seconds West, a distance of 350.16 feet, and said line there terminating.

AND

Together with a 17.00 foot temporary easement for construction purposes over, under and across that part of the herein described Parcel A, lying between a line 25.00 feet and 42.00 feet to the left of a line described as follows:

Beginning at the terminus of the last above described line; thence North 00 degrees 00 minutes 00 seconds West, a distance of 350.16 feet, and said line there terminating.

AND

Together with a 32.00 foot temporary easement for construction purposes over, under and across that part of the herein described Parcel A, lying between a line 25.00 feet and 57.00 feet to the left of a line described as follows:

Beginning at the terminus of the last above described line; thence North 00 degrees 00 minutes 00 seconds West, a distance of 700.32 feet, and said line there terminating.

DEPICTION OF PERMANENT AND TEMPORARY EASEMENT

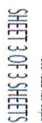


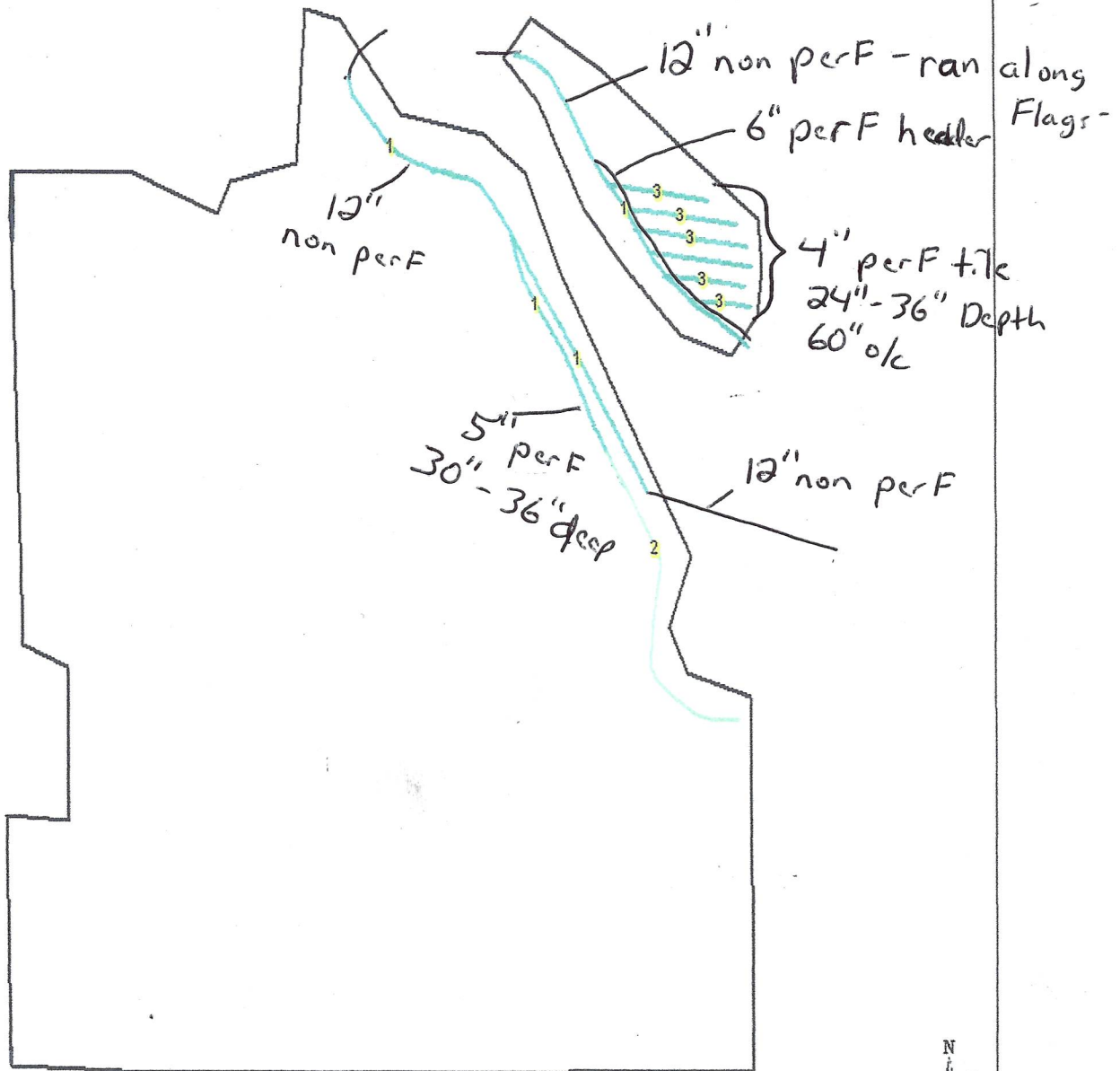
EXHIBIT E

TILE MAP

B

Flag Layer Summary

Far-Gaze Farms - Pritchard - Field #1



500 ft

