

## UTILITY EASEMENT

THIS INSTRUMENT is made by Nutrien Ag Solutions, Inc., a Delaware corporation, (“**Grantor**”) in favor of the City of Pipestone, a Minnesota municipal corporation, Grantee (“**City**”).

### Recitals

- A. Grantor is the fee owner of the certain real property located at 817 4<sup>th</sup> Street NE in the City of Pipestone, Pipestone County, Minnesota, (PID 18.007.2200) legally described in the attached Exhibit A (“**Property**”).
- B. Grantor desires to grant to the City a perpetual, non-exclusive utility easement, in accordance with the terms and conditions contained herein.

### Terms of Easement

- 1. Incorporation. The recitals above and Exhibits attached hereto are hereby incorporated herein and made part of this Instrument.
- 2. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City a non-exclusive, perpetual utility easement which is legally described in the attached Exhibit B and depicted on the map attached as Exhibit C (the “Easement Area”).
- 3. Scope of Easement. The perpetual non-exclusive utility easement granted herein includes the rights of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of locating, placing, constructing, reconstructing, inspecting, operating, altering, improving, repairing, maintaining, replacing and removing public utilities within the Easement Area, and to perform all other work as may be needed in order to construct the utility improvements within the Easement Area.

The easement granted herein also includes the right to cut, trim, or remove from the Easement Area such improvements, trees, shrubs, or other vegetation, and to prohibit obstructions and grading alterations as in the City’s judgment unreasonably interfere with the easement or the function of the culvert or culverts located thereon.

4. Warranty of Title. Grantor warrants that it is the fee owners of the Property and that it has the right, title, and capacity to convey the easement herein to the City.

5. Environmental Matters. The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the Easement Area or the Property prior to the date of this instrument.

6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor, and its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

*[Signatures follow on next page]*

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

## GRANTORS

By: \_\_\_\_\_

Its: \_\_\_\_\_

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, the \_\_\_\_\_ of Nutrien Ag Solutions, Inc., a Delaware corporation, on behalf of the corporation as Grantor.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Town Law Center PLLP (JMH)  
1250 Wayzata Boulevard E, Unit #1065  
Wayzata, MN 55391  
(612) 361-7041

## EXHIBIT A

### Legal Description of the Property

Tract 1: That part of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section Seven (7), Township One Hundred Six (106) North, Range forty Five (45)W of the 5<sup>th</sup> P.M., lying southeasterly of the Great Northern Railway Company's right of way, which lies northwesterly of a line parallel with and a distance of 75 feet northwesterly of the following described line: From a point on the west line of said Section 7, Township 106 North, Range 45 West, a distance of 2047.1 feet south of the northwest corner thereof; running northeasterly at an angle of 56 degrees 42 minutes with said west section line for 1,110.0 feet to the point of beginning of line to be described, thence continuing northeasterly along said above described course for 322.9 feet, County of Pipestone, State of Minnesota, hereafter the "Real Estate",

Also described as: That part of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section Seven (7), Township One Hundred Six (106) North, Range forty Five (45)W of the 5<sup>th</sup> P.M., lying southeasterly of the Great Northern Railway (now Burlington Northern Railway) Company's right of way, which lies northwesterly of a line running parallel with and a distance of 75 feet northwesterly of the following described line: From a point on the west line of said Section 7, Township 106 North, Range 45 West, a distance of 2,047.1 feet south of the northwest corner thereof; running northeasterly at an angle of 56 degrees 42 minutes with said west section line for 800 feet to the point of beginning of line to be described; thence continuing northeasterly along said above-described course for 632.9 feet; EXCEPTING THEREFROM the westerly 310 feet of said tract, County of Pipestone, State of Minnesota, hereafter the "Real Estate"

Tract 2: The West Three Hundred and Ten feet (W310') of the following described tract: West Half of the northwest Quarter (W 1/2 NW 1/4) of Section Seven (7), Township One Hundred Six (106) North, Range Forty-five (45) West, Pipestone County, Minnesota, lying southeasterly of the Great Northern Railway Company's right of way; which lies northwesterly of a line run parallel with and distant 75 feet northwesterly of the following described line: from a point on the west line of said Section Seven (7), distant 2047.1 feet south of the northwest corner thereof, run northeasterly at an angle of 56 degrees 42 minutes with said west section line for 800 feet to the point of beginning of line to be described; thence continue northeasterly along said above described course for 632.9 feet EXCEPT the East 322.9 feet thereof

## **EXHIBIT B**

### Legal Description of the Easement Area

A strip of land 10.00 feet in width in the Southwest Quarter of the Northwest Quarter of Section 7, Township 106 North, Range 45 West, Pipestone County, Minnesota. The centerline of said strip is described as follows:

Commencing at the Northwest corner of said Section 7; thence South 00 degrees 10 minutes 18 seconds East, along the west line of the Northwest Quarter of said Section 7, a distance of 1576.81 feet; thence North 89 degrees 49 minutes 42 seconds East, a distance of 513.00 feet to the point of beginning of the centerline to be described; thence South 44 degrees 12 minutes 06 seconds East, a distance of 113.5 feet and said centerline there terminating.

EXCEPTING THEREFROM, that portion of the above described strip of land lying within existing State Highway No. 23 highway right-of-way.

**EXHIBIT C**  
**Depiction of the Easement Area**

