

DECLARATION AND CONSERVATION EASEMENT

THIS INDENTURE, is made _____, 2025, by MNLCO Farmington, LLC, a Delaware limited liability company ("Grantor"), for the benefit of the City of Farmington, a Minnesota municipal corporation ("Grantee"). Grantor and Grantee may collectively be referred to as the "Parties."

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in the City of Farmington, County of Dakota, State of Minnesota, legally described on the attached Exhibit A (the "Property"):

NOW, THEREFORE, in consideration of the Grantee's approval and in satisfaction of the condition imposed, Grantor hereby grants and conveys unto the Grantee an Easement over, under and across the Property. The terms of this Easement are as follows:

1. Permanent Easement – Grantor hereby grants to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "**Permanent Easement**") over, under, upon and across that portion of the Property legally described on Exhibit B ("**Easement Tract**") for conservation purposes. The Permanent Easement shall permanently run with the title to the Easement Tract and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including, but without limitation all subsequent owners of the Easement Tract and all persons claiming under them.

2. Use of Easement Tract - Except as permitted by this paragraph, no action of any kind may be undertaken to change or disturb the landscaping, open spaces, wetlands and vegetation existing as of the Effective Date on the Easement Tract. No structures may be built; no paving or mowing may be done; no non-native vegetation may be introduced; and no cutting, filling dumping, yard waste disposal, fertilizer application, or removal of wetland buffer strip monuments may occur within the Property. Grantor may clear any debris including dead vegetation from the Easement Tract, may remove invasive non-native vegetation from the Easement Tract, and may engage in other environmental management practices reasonably approved by Grantee. This paragraph does not prohibit the

maintenance or replacement of public utilities or stormwater facilities, that exist at the creation of this Declaration and Conservation Easement, or are required to comply with, or otherwise approved and permitted under, any subdivision approval, site plan approval or building permit obtained from the Grantee (i.e., the City of Farmington) or Dakota County.

3. Access - Grantee may enter upon the Easement Tract for the purposes of inspection and enforcement of this Easement and, if Grantee reasonably determines that the Easement Tract has been changed or disturbed in violation of paragraph 2 above, Grantee may take whatever actions are reasonably necessary to restore the Easement Tract to its undisturbed nature existing as of the date of this indenture. Grantor is not liable for the actions of Grantee or any third party, other than Grantor's employees, agents or contractors, which may violate the terms of this Easement.
4. Limitation of Easement - This Easement does not convey a right to the public use of any portion of the Property including, without limitation, the Easement Tract, nor does it convey any right of access, ingress, egress, use or possession in or to the Property or any portion thereof including, without limitation, the Easement Tract to the public or the Grantee, except that Grantee may access the Easement Tract as set forth in paragraph 3 above. Grantee is not entitled to share in any award or other compensation given in connection with a condemnation or negotiated acquisition of all or any part of the Property by any authority having the power of eminent domain. Grantee hereby waives any right it may have to such an award or compensation.
5. Warranty of Title - Grantor represents and warrants to Grantee that Grantor is the only owner of fee simple title to the Easement Tract and has the power and authority to enter into and perform its obligations under this Agreement including, without limitation, grant the Easement without any requirement to obtain any consent or approval from any third party, other than any required consents or approvals under Grantor's and/or its affiliates' organizational documents, all of which have been obtained as of the date hereof, if any and if required.. Grantor hereby indemnifies and holds harmless Grantee against and from any and all claims for actual loss, actual damage, or actual expenses, including reasonable attorneys' fees, but excluding special, consequential and punitive losses, damages and expenses, which may be incurred by Grantee caused by any breach of Grantor of the representations and warranties set forth in this paragraph.
6. Modification and Severability - The terms of this Agreement may be modified only by a written agreement executed by all parties to the Agreement. If any provision in this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; if, however, the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
7. Governing Law - This Agreement shall be construed and governed by the laws of the State of Minnesota. Acceptance of this Easement by the Grantee and the recording of this document constitutes the Grantee's consent to be bound by its terms.

[signature pages to follow]

EXHIBIT A

Legal Description of Property

The Northeast Quarter of Section 5, Township 113 North, Range 19 West, EXCEPT Parcel 12 shown on Minnesota Department of Transportation Right of Way Plat Numbered 19-162, filed June 15, 2016, as Document No. 3132934, and by Trustee Deed dated August 19, 2016, filed October 4, 2016, as Document No. 3153717.

AND

That part of the Southeast Quarter and that part of the East Half of the East Half of the Southwest Quarter, all in Section 5, Township 113 North, Range 19 West, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 5; thence North 89 degrees 44 minutes 58 seconds West, assumed bearing, along the north line thereof, 123.00 feet for the point of beginning; thence South 00 degrees 15 minutes 34 seconds East, parallel with the east line of said Southeast Quarter, 412.00 feet; thence South 89 degrees 44 minutes 58 seconds East, 123.00 feet to the east line of said Southeast Quarter; thence South 00 degrees 15 minutes 34 seconds East, along said east line, 1706.57 feet to the northeast corner of the south 528.00 feet of the east 299.00 feet of said Southeast Quarter; thence North 89 degrees 50 minutes 06 seconds West, 299.01 feet to the northwest corner of said south 528.00 feet of the east 299.00 feet; thence South 00 degrees 15 minutes 34 seconds East, 528.01 feet to the southwest corner of said south 528.00 feet of the east 299.00 feet; thence North 89 degrees 50 minutes 06 seconds West, along the south line of said Section 5, a distance of 3016.53 feet to the southwest corner of the East Half of the East Half of the Southwest Quarter of said Section 5; thence North 00 degrees 14

minutes 38 seconds West, along the west line of said East Half of the East Half of the Southwest Quarter, 2123.51 feet to the southwest corner of the north 528.00 feet of the west 412.50 feet of said East Half of the East Half of the Southwest Quarter; thence South 89 degrees 44 minutes 58 seconds East, along the south line of said north 528.00 feet of the west 412.50 feet, a distance of 412.52 feet to the Southeast corner thereof; thence North 00 degrees 14 minutes 38 seconds West, along the east line thereof, 231.01 feet to the south line of the north 297.00 feet of the South Half of said Section 5; thence South 89 degrees 44 minutes 58 seconds East, along said south line, 474.73 feet to the southeast corner of the north 297.00 feet of the east 97.84 feet of the west 221.83 feet of the Southeast Quarter of said Section 5 (said point also being on the west line of the east 1089.00 feet of the west 1310.83 feet of the Southeast Quarter of said Section 5); thence South 00 degrees 11 minutes 16 seconds East, along said west line, 103.00 feet to the Southwest corner of the north 400.00 feet of the east 1089.00 feet of the west 1310.83 feet of the Southeast Quarter of said Section 5; thence South 89 degrees 44 minutes 58 seconds East, along the south line of said north 400.00 feet of the east 1089.00 feet of the west 1310.83 feet, a distance of 1089.03 feet to the Southeast corner thereof; thence North 00 degrees 11 minutes 16 seconds West, along the east line thereof, 400.01 feet to the northeast corner thereof; thence South 89 degrees 44 minutes 58 seconds East, along the north line of the Southeast Quarter of said Section 5, a distance of 1215.29 feet to the point of beginning.

AND

The north 400.00 feet of the east 1089.00 feet of the west 1310.83 feet of the Southeast Quarter of Section 5, Township 113 North, Range 19 West, Dakota County, Minnesota.

EXHIBIT B

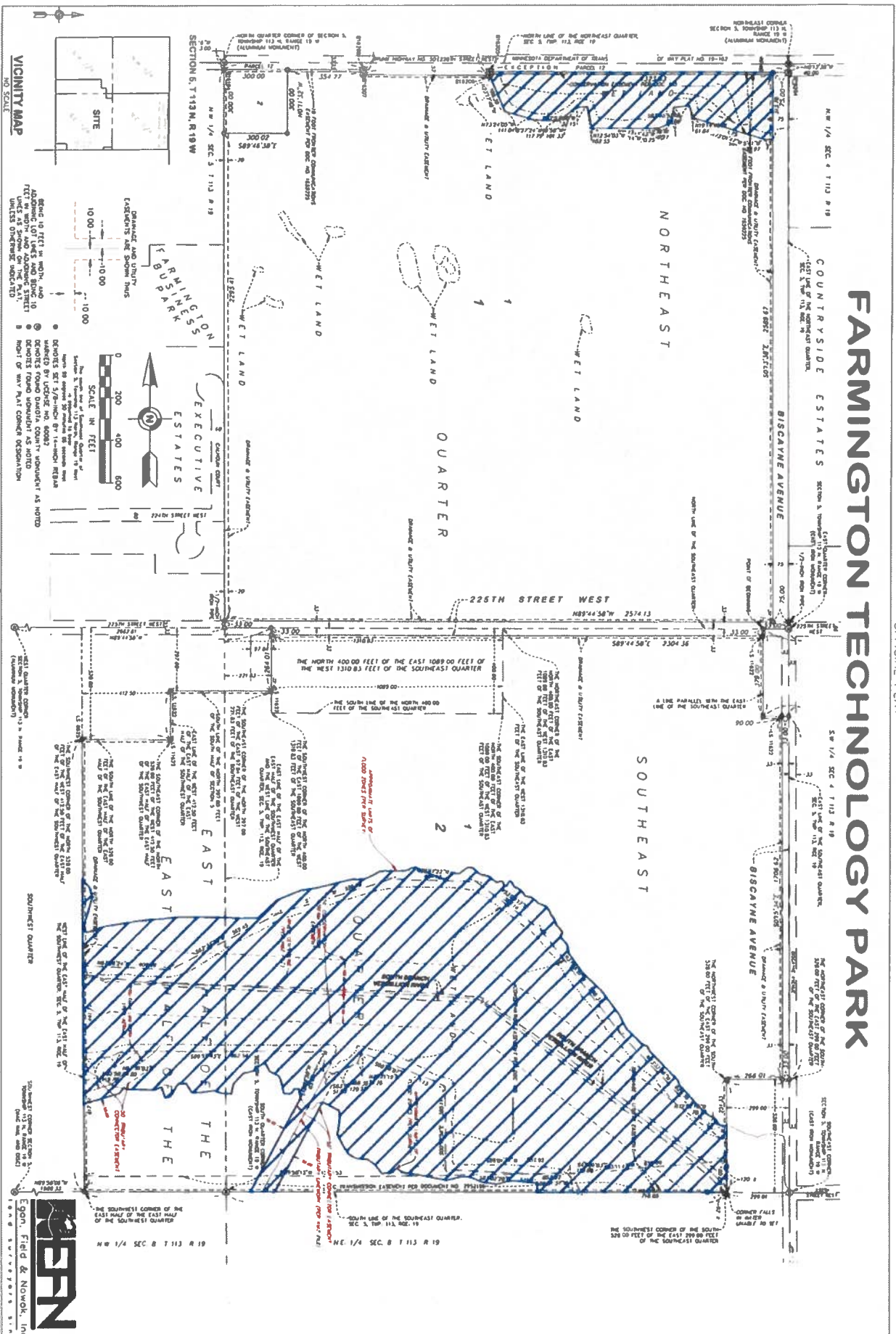
Description of Easement

[INSERT DESCRIPTION PRIOR TO RECORDING]

4906-5414-5073, v. 1

FARMINGTON TECHNOLOGY PARK

OFFICIAL PLAT



VICINITY MAP
NO SCALE

LEGEND

SCALE IN FEET
0 200 400 600

Egon, Field & Nowak, Inc.
SHEET 2 OF 2 SHEETS