

DECLARATION OF ACCESS EASEMENT

THIS DECLARATION OF ACCESS EASEMENT (this “Declaration”) is made this 28th day of March, 2023, by UNITED PRAIRIE BANK, a state banking organization organized and existing under the laws of the State of Minnesota (“Declarant”).

WHEREAS, Declarant is the owner of those three (3) parcels of real property legally described on the attached Exhibit A (the “Parcel 1”, “Parcel 2” and “Parcel 5(a)” and each a “Parcel” and collectively, the “Parcels”); and

WHEREAS, there exists a farm road along the Easterly boundary of the North half of Parcel 1 which continues along the Westerly boundary of Parcel 5(a) (the “Road”) which Road serves as the primary access from Goodhue County Highway 30 to Parcel 1, Parcel 2 and Parcel 5(a); and

WHEREAS, Declarant desires to grant an access and egress easement over portions of Parcel 1 and Parcel 5(a) in favor of Parcel 2 and Parcel 5(a);

NOW THEREFORE, in consideration of the foregoing recitals, the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares as follows:

1. Grant of Access Easement. Declarant hereby declares and establishes a perpetual, non-exclusive access easement (the “Easement”) to access Goodhue County Highway 30 over and across that portion of the Parcel 1 and Parcel 5(a) legally described in Exhibit B and depicted on Exhibit B-1 (the “Easement Area”), for the benefit of Parcel 2 and Parcel 5(a).
2. Use.
 - a. The use of the Easement Area by the owners of the Parcels (and persons using the Easement Area through the owners of such Parcels) shall be limited to that reasonably necessary to support agricultural uses upon Parcel 1, Parcel 2 and Parcel 5(a).
 - b. Parcel 1 owner shall have no right to utilize the Easement Area upon any other Parcel.

3. Obstruction. No owner of any of Parcel 1, Parcel 2 and Parcel 5(a) shall take any action which obstructs or interrupts the use of or ingress and egress over and across the Easement Area, except as may be reasonably necessary to repair or restore the roadway within the Easement Area.
4. Maintenance.
 - a. The owner of each Parcel shall be responsible to perform all maintenance upon the Easement Area upon its Parcel and shall keep and maintain the Road in a reasonably usable condition. The cost of maintenance of the Easement Area on Parcel 1 shall be shared by the owners of the Parcels 1/3 each. The cost of maintenance of the Easement Area on Parcel 5(a) shall be shared by the owners of the Parcel 5(a) and Parcel 2 1/2 each. On or about October 31 of each year, the owner of Parcel 1 and/or the owner of Parcel 5(a) will give written notice to the owner(s) of the other Parcels (as applicable) setting forth the owner of Parcel 1's actual, reasonable and documented costs of such repair and maintenance of the Road during the previous twelve months, which amount shall be paid within ten (10) business days. The foregoing notwithstanding, any owner may elect to perform maintenance, repairs or improvements to the Road at its own cost and expense, provided that the other party shall have practical access to its Property while such maintenance, repairs or improvements are being performed.
 - b. The foregoing notwithstanding, if the owner of any Parcel (or any party using the Easement Area through such owner), through its own gross negligence or willful misconduct, causes damage to the Road and/or the Easement Area which significantly impairs the access provided thereby, that owner shall promptly repair the damage to the Easement Area, at its own cost, to its condition prior to the incidence of such damage. If the owner responsible for the damage does not promptly commence repairs of such damage and diligently and timely pursue such repairs to completion, then the owner of any other Parcel may repair the damage and the reasonable costs of such repair shall be payable by the owner responsible for the damage within ten (10) business days after receipt of written demand therefor.
 - c. The owners of Parcel 1 or Parcel 2 may (at their own cost) trim the tree line to the West of the Road on Parcel 5(a) if Parcel 5(a) owner does not do so within a ten (10) business days after written request to do so; provided that neither Parcel 1 owner nor Parcel 2 owner may remove any live tree nor trim a tree in manner likely to kill such tree. Parcel 5(a) owner may cut and or replant trees within the Easement Area to maintain the tree line, so long as the trees are planted sufficiently to the west of the Road not to materially interfere with the use and maintenance of the Road.

5. Running of the Benefits and Burdens. All provisions of this Declaration with respect to the Easement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
6. Amendments. This Declaration shall not be modified or amended without the written approval of the owner of the Burdened Property and the owner of each parcel of the Benefitted Property.
7. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or declaration of all or any portion of the easements hereby created, or portions thereof, to the general public.
8. Governing Law. This Declaration shall be construed and governed by the laws of the State of Minnesota.
9. Severability. Each provision hereof will be valid and will be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance will to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby.

[Signature Pages to Follow]

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated above.

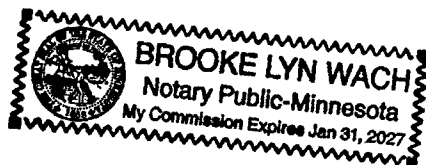
DECLARANT:

UNITED PRAIRIE BANK

By: [Signature]
Name: Andy B Caffelt
Its: SVP SCO

STATE OF MINNESOTA)
COUNTY OF Blue Earth) ss.

This instrument was acknowledged before me this 28th day of March, 2023 by Andy B. Caffelt, as SVP SCO of UNITED PRAIRIE BANK.



[Signature]
Notary Public
My Commission Expires: January 31, 2027

{Signature Page to Declaration of Access Easement}

EXHIBIT A

Premises Parcels

Parcel 1

The East Half (E1/2) of the Southwest Quarter (SW 1/4) and the West 1 acre of the South Half (S1/2) of the Southeast Quarter (SE1/4) of Section 21, Township 110, Range 17.

Except part of the S 1/2 of the N W 1/4, part of the S 1/2 of the SE 1/4 and part of the E 1/2 of the SW 1/4 of Section 21, Township 110 North, Range 17 West, Goodhue County, shown as Parcel 1 on the Plat designated as Goodhue County Highway Right of Way Plat No. 4 on file and record in the office of County Recorder in and for Goodhue County, Minnesota.

AND EXCEPT

That part of the East Half of the Southwest Quarter of Section 21, Township 110 North, Range 17 West, Goodhue County, Minnesota, described as follows: Beginning at the northwest corner of said East Half of the Southwest Quarter: thence South 89 degrees 36 minutes 07 seconds East (assumed bearing) along the north line of said East Half of the Southwest Quarter 732.42 feet; thence South 00 degrees 23 minutes 53 seconds West 840.00 feet; thence North 89 degrees 36 minutes 07 seconds West 79.50 feet; thence South 00 degrees 23 minutes 53 seconds West 1775.87 feet to the south line of said East Half of the Southwest Quarter; thence South 89 degrees 48 minutes 35 seconds West, along said south line, 626.52 feet to the southwest corner of said East Half of the Southwest Quarter; thence North 00 degrees 10 minutes 46 seconds West, along the west line of said East Half of the Southwest Quarter, 2622.44 feet to the point of beginning. Subject to a public road easement and all other easements and restrictions of record, if any.

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26.0-SEC. 21, T110N-R17W

CERTIFICATE OF EASEMENT GOODHUE COUNTY, MINNESOTA



**BOLTON
& MENK**

1960 PREMIER DRIVE
MANKATO, MN 56001
(507) 625-4171

PART OF THE E 1/2 - SW 1/4, SEC. 21, AND
PART OF THE S 1/2 - SE 1/4, SEC. 21,
ALL IN T110N - R17W

FOR: UNITED PRAIRIE BANK

EXHIBIT A

Premises Parcels

Parcel 2

The West Half (W 1/2) of the Northeast Quarter (NE1/4) of Section 28, Township 110, Range 17.

Parcel 5A

The East 79 acres of the S 1/2 of the SE 1/4 of Section 21, Township 110 North, Range 17 West, County of Goodhue and State of Minnesota, according to Government Survey thereof. Excepting there from the land described as follows:

That part of the East 79 acres of the S 1/2 of the SE 1/4 of Section 21, Township 110, Range 17 West described as follows: Commencing at the southeast corner of the SE 1/4 of said Section 21; thence on an assumed bearing of North, along the East line of said SE 1/4 of Section 21, a distance of 950.00 feet; thence on a bearing of West, a distance of 120.00 feet to the point of beginning of the land to be described; thence continuing on a bearing of West, a distance of 540.00 feet; thence on a bearing of North, parallel with said East line of the SE 1/4 of Section 21, a distance of 350.00 feet, more or less, to the North line of said East 79 acres of the S 1/2 of the SE 1/4 of Section 21; thence easterly along said North line, a distance of 510.00 feet, more or less, to a point bearing North 5 degrees West from the point of beginning; thence on a bearing of South 5 degrees East a distance of 350.00 feet, more or less, to the point of beginning.

AND EXCEPT:

The South 116.00 feet of the East 910.00 feet of the Southeast Quarter of the Southeast Quarter of Section 21, Township 110 North, Range 17 West.

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FOR: UNITED PRAIRIE BANK

EXHIBIT B

EASEMENT AREA

A strip of land 33.00 feet in width being a part of the East Half of the Southwest Quarter of Section 21 and being a part of the South Half of the Southeast Quarter of Section 21, all in Township 110 North Range 17 West, the centerline of which is described as follows:

Commencing at the South Quarter corner of said Section 21; thence South 89 degrees 14 minutes 01 seconds East, (Minnesota County Coordinate System - Goodhue County Zone - 2011), along the south line of the Southeast Quarter of said Section 21, a distance of 17.55 feet to the point of beginning; thence North 20 degrees 44 minutes 04 seconds East, a distance of 89.70 feet; thence North 12 degrees 00 minutes 00 seconds East, a distance of 100.09 feet; thence North 01 degrees 00 minutes 00 seconds East, a distance of 275.00 feet; thence North 02 degrees 00 minutes 00 seconds West, a distance of 200.00 feet; thence North 01 degrees 00 minutes 00 seconds West, a distance of 400.00 feet; thence North 09 degrees 00 minutes 00 seconds East, a distance of 100.00 feet; thence North 21 degrees 00 minutes 00 seconds West, a distance of 100.00 feet; thence North 13 degrees 00 minutes 00 seconds West, a distance of 40.13 feet to a point on the south line of the North 16.50 feet of the South Half of the Southeast Quarter of said Section 21; thence North 89 degrees 25 minutes 07 seconds West, along said south line and its westerly extension, a distance of 49.97 feet to the point of intersection with the west line of the East 16.50 feet of the East Half of the Southwest Quarter of said Section 21; thence North 00 degrees 04 minutes 37 seconds West, along said west line, a distance of 1215.71 feet to the point of intersection with the southerly line of Parcel 1 of Goodhue County Highway Right Of Way Plat No. 4, on file and of record with the Goodhue County Recorder and there terminating.

The sidelines of said strip are to be prolonged or shortened to terminate at all bend points and on the south line of the Southeast Quarter of said Section 21 and on the south line of said Parcel 1 of Goodhue County Highway Right Of Way Plat No. 4.

CERTIFICATE OF EASEMENT
GOODHUE COUNTY, MINNESOTA



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FOR: UNITED PRAIRIE BANK

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26.0-SEC. 21, T110N-R17W

EASEMENT AREA



GOODHUE CO HWY ROW PLAT NO. 4

PARCEL 1



0 200



SCALE IN FEET

Horizontal Datum: 2011 Nicollet
County Coordinate System

840.00

79.50

NORTH - SOUTH CENTER LINE
SEC. 21-110-17

Diagram of a vertical column with a central shaded core. The core has a width of 16.50 units, indicated by two arrows pointing inward from the dashed centerline.

N 00°04'37" W

Easement Area
1.95 Acres

6.5

Match Line

N 21°00'00"
100.00

NORTH LINE
S 1/2 - SE 1/4
SEC. 21-110-17

49.97 --
N 89°25'07" E

11

W

M²C²

60,000

13°0

2

1

FIB

PARCEL 1

CERTIFICATE OF EASEMENT
GOODHUE COUNTY, MINNESOTA



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26.0-SEC. 21, T110N-R17W

EXCEPTION

PARCEL 1

EXHIBIT B-1

EASEMENT AREA

PARCEL 5A



0 200
SCALE IN FEET

Horizontal Datum: 2011 Nicollet
County Coordinate System



3" CAST IRON DISC

Match Line

49.97
N 89°25'07" W

N 13°00'00" W

NORTH - SOUTH CENTER LINE
SEC. 21-110-17

WEST 1 ACRE
S 1/2 - SE 1/4, SEC. 21-110-17

EAST 79 ACRES
S 1/2 - SE 1/4

SOUTH LINE
SE 1/4
SEC. 21-110-17

PARCEL 2

17.55
S 89°14'01" E
POINT OF BEGINNING

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Jarale Fowlds

Jarale Fowlds
License Number 26748

3/29/2023
Date

CERTIFICATE OF EASEMENT
GOODHUE COUNTY, MINNESOTA



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