

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 four (4) parcels of real property legally described on the attached Exhibit A (as defined, "Parcel 6", "Parcel C", "Parcel B" and "Parcel 4" and each a "Parcel" and collectively the "Parcels"); and

WHEREAS, Declarant desires to grant an access and egress easement over portions of Parcel 6, Parcel C and Parcel B in favor of Parcel C, Parcel B and Parcel 4;

WHEREAS, there exists a farm road (the "Road") that serves Parcel 6, Parcel C, Parcel B and Parcel 4, but portions of the Road lie upon real property not owned by Declarant; and

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.

- a. 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 Parcel 6, Parcel C and Parcel B legally described in Exhibit B and depicted on Exhibit B-1 (the "Easement Area"); for the benefit of Parcel C, Parcel B and Parcel 4. For clarity, Declarant is not granting any access rights over any portions of the Road that are not upon the real property owned by Declarant. Furthermore, no road currently exists in the portion of the Easement Area to the Southwest of Point A and the Easement Area traverses two watercourses to the Southwest of Point A that do not have bridges on the date hereof.
- b. Parcel 6 owner shall have no right to utilize the Easement Area upon any other parcel and Parcel C owner shall not have the right to utilize the Easement Area upon Parcel B.

2. Use. The use of the Easement Area by the owners of the Parcel C and Parcel B (and persons using the Easement Area through such owners) shall be limited to that reasonably necessary to support agricultural uses upon Parcel C and Parcel B. The use of the Easement Area by the owner of the Parcel 4 (and persons using the Easement Area through such owner) shall be limited to that reasonably necessary to support recreational uses upon Parcel 4.
3. Obstruction. No owner any parcel benefitted or burdened by this Declaration 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 maintain the portion of the Easement Area upon its Parcel, at such owner's cost, provided that Parcel 4 owner shall maintain the portion of the Easement Area upon Parcel B to the Southwest point A as indicated on Exhibit B-1. The foregoing notwithstanding, any owner may elect to perform maintenance, repairs or improvements to the Driveway at its own cost and expense, provided that the other party shall have practical access to its Parcel while such maintenance, repairs or improvements are being performed.
 - b. The foregoing notwithstanding, if the owner of Parcel 4, Parcel 6, Parcel C and Parcel B (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. Parcel 4 owner may improve the Easement Area to the Southwest of Point A at its own cost, including the installation of one or more bridges. To the extent that the owners of the parcels under this Declaration are not able to come to agreement with either or both of the third parties over whose land the Road runs for use of the existing road, any one or more of the owners may install a farm road not to exceed 20' wide within the Easement Area at its sole cost (or subject to a separate cost sharing agreement)

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 each of Parcel 4, Parcel 6, Parcel C and Parcel B.
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.

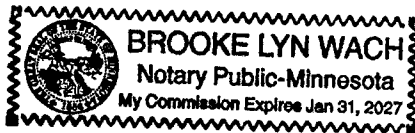
DECLARANT:

UNITED PRAIRIE BANK

By: *Andy B. Coffelt*
Name: *Andy B. Coffelt*
Its: *SVP SLO*

STATE OF MINNESOTA)
) ss.
COUNTY OF *Blue Earth*)

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



Brooke Lyn Wach
Notary Public
My Commission Expires: *January 31, 2027*

{Signature Page to Declaration of Access Easement}

EXHIBIT A

Premises Parcels

Parcel 6

The Southwest Quarter of the Southwest Quarter of Section 22, Township 110 North, Range 17 West.

Except part of the Southwest Quarter of the Southwest Quarter of Section 22, Township 110 North, Range 17 West, Goodhue County, shown as Parcel 2 on the Plat designated as Goodhue County Highway Right of Way Plat No. 5 on file and record in the office of the County Recorder in and for Goodhue County, Minnesota.

Also Except the East 500.00 feet of the North 1020.00 feet of the Southwest Quarter of the Southwest Quarter of Section 22. Township 110 North, Range 17 West, Goodhue County, Minnesota.

Also Except that part of the Southwest Quarter of the Southwest Quarter of Section 22, Township 110, Range 17, Goodhue County, Minnesota, described as follows: Commencing at the northwest corner of the east 500.00 feet of the north 1020.00 feet of said Southwest Quarter of the Southwest Quarter; thence South 00 degrees 16 minutes 49 seconds West (assumed bearing) along the west line of said east 500.00 feet a distance of 623.11 feet to the point of beginning; thence continuing South 00 degrees 16 minutes 49 seconds West along said west line of the east 500.00 feet a distance of 263.49 feet; thence North 89 degrees 43 minutes 11 seconds West 601.13 feet; thence North 00 degrees 16 minutes 49 seconds East 314.35 feet; thence South 89 degrees 43 minutes 11 seconds East 152.53 feet; thence South 68 degrees 17 minutes 48 seconds East 139.23 feet; thence South 89 degrees 43 minutes 11 seconds East 319.00 feet to the point of beginning.

Parcel C

THE WEST 1/2 OF THE NW1/4, EXCEPT THAT PART OF THE SW 1/4 OF THE NW 1/4 LYING SOUTHERLY OF THE CENTER LINE OF THE NORTH FORK OF THE ZUMBRO RIVER, IN SECTION 27, ALL IN TOWNSHIP 110 NORTH, RANGE 17 WEST, GOODHUE COUNTY, STATE OF MINNESOTA. ACCORDING TO GOVERNMENT SURVEY THEREOF.

CERTIFICATE OF EASEMENT GOODHUE COUNTY, MINNESOTA



**BOLTON
& MENK**

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

PART OF THE SW 1/4 - SW 1/4, SEC. 22,
PART OF THE NW 1/4 - NW 1/4, SEC. 27; AND
PART OF THE E 1/2 - NE 1/4, SEC. 28,
ALL IN T110N - R17W
FOR: UNITED PRAIRIE BANK

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EXHIBIT A

Premises Parcels

Parcel B

THAT PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 28, LYING NORTH OF THE ZUMBRO RIVER; THE NE 1/4 OF THE NE 1/4 OF SECTION 28, ALL IN TOWNSHIP 110 NORTH, RANGE 17 WEST, GOODHUE COUNTY, STATE OF MINNESOTA. ACCORDING TO GOVERNMENT SURVEY THEREOF.

EXCEPT:

THE NORTH 362.68 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 110 NORTH, RANGE 17 WEST.

AND EXCEPT:

That part of the Northeast Quarter of the Northeast Quarter of Section 28, Township 110 North Range 17 West, Goodhue County, Minnesota, described as:

Commencing at the northeast corner of said Section 28; thence South 00 degrees 06 minutes 47 seconds West, (Minnesota County Coordinate System - Goodhue County Zone - 2011), along the east line of the Northeast Quarter of said Section 28, a distance of 362.70 feet to the southeast corner of the North 362.68 feet of the Northeast Quarter of the Northeast Quarter of said Section 28; thence North 89 degrees 14 minutes 01 seconds West, along the south line of said North 362.68 feet, a distance of 428.00 feet to the point of beginning; thence continuing North 89 degrees 14 minutes 01 seconds West, a distance of 249.00 feet; thence South 00 degrees 45 minutes 59 seconds West, a distance of 71.00 feet; thence South 44 degrees 14 minutes 01 seconds East, a distance of 87.00 feet; thence South 89 degrees 14 minutes 01 seconds East, a distance of 122.50 feet; thence North 45 degrees 45 minutes 59 seconds East, a distance of 91.90 feet; thence North 00 degrees 45 minutes 59 seconds East, a distance of 67.54 feet to the point of beginning.

Parcel 4

That part of the SE 1/4 of the NE 1/4 of Section 28, Township 110 North, Range 17 West described as follows: Commencing 8.50 chains West of the quarter post between Sections 28 and 27 in said Township and Range; thence West on center line 10 chains and 70 links to center of river; thence up the river to a point due North of place of beginning; thence South to the place of beginning, according to the Government Survey thereof.

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PART OF THE E 1/2 - NE 1/4, SEC. 28,
ALL IN T110N - R17W
FOR: UNITED PRAIRIE BANK

EXHIBIT B

EASEMENT AREA

A strip of land 33.00 feet in width being a part of the Southwest Quarter of the Southwest Quarter of Section 22 and being a part of the Northwest Quarter of the Northwest Quarter of Section 27, all in Township 110 North Range 17 West, the centerline of which is described as follows:

Commencing at the Northwest corner of said Section 27; thence South 00 degrees 06 minutes 47 seconds West, (Minnesota County Coordinate System - Goodhue County Zone - 2011), along the west line of said Northwest Quarter of the Northwest Quarter, a distance of 214.61 feet to the point of beginning; thence North 57 degrees 15 minutes 13 seconds East, a distance of 256.17 feet; thence North 49 degrees 45 minutes 49 seconds East, a distance of 169.08 feet; thence North 39 degrees 05 minutes 27 seconds East, a distance of 207.92 feet; thence North 38 degrees 23 minutes 40 seconds East, a distance of 286.06 feet; thence North 89 degrees 43 minutes 11 seconds West, a distance of 450.19 feet; thence North 00 degrees 16 minutes 49 seconds East, a distance of 347.35 feet; thence South 89 degrees 43 minutes 11 seconds East, a distance of 172.15 feet; thence South 68 degrees 17 minutes 48 seconds East, a distance of 139.23 feet; thence South 89 degrees 43 minutes 11 seconds East, a distance of 265.09 feet; thence North 01 degrees 17 minutes 28 seconds West, a distance of 340.85 feet; thence North 00 degrees 21 minutes 31 seconds East, a distance of 265.00 feet to a point on the north line of the Southwest Quarter of the Southwest Quarter of said Section 22 and there terminating.

AND

A strip of land 33.00 feet in width being a part of the Northwest Quarter of the Northwest Quarter of Section 27 and being a part of the East Half of the Northeast Quarter of Section 28, all in Township 110 North Range 17 West, the centerline of which is described as follows:

Commencing at the Northwest corner of Section 27, Township 110 North Range 17 West;; thence South 00 degrees 06 minutes 47 seconds West, (Minnesota County Coordinate System - Goodhue County Zone - 2011), along the west line of the Northwest Quarter of the Northwest Quarter of said Section 27, a distance of 214.61 feet; thence North 57 degrees 15 minutes 13 seconds East, a distance of 19.64 feet to the point of beginning; thence South 00 degrees 06 minutes 47 seconds West, a distance of 175.44 feet; thence North 89 degrees 14 minutes 01 seconds West, a distance of 428.19 feet; thence South 00 degrees 45 minutes 59 seconds West, a distance of 57.87 feet; thence South 45 degrees 45 minutes 59 seconds West, a distance of 105.57 feet; thence North 89 degrees 14 minutes 01 seconds West, a distance of 50.00 feet; thence South 20 degrees 00 minutes 00 seconds West, a distance of 280.00 feet; thence South 05 degrees 00 minutes 00 seconds East, a distance of 100.00 feet; thence South 37 degrees 00 minutes 00 seconds East, a distance of 325.00 feet; thence South 35 degrees 00 minutes 00 seconds West, a distance of 400.00 feet and there terminating.

The sidelines of said strip are to be prolonged or shortened to terminate at all bend points and on the north line of the Southwest Quarter of the Southwest Quarter of Section 22, Township 110 North Range 17 West.

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CO. HWY. 30

PARCEL 1 GOODHUE CO HWY ROW PLAT NO. 5

EXHIBIT B-1

PAR. 1

PARCEL 2

EASEMENT AREA

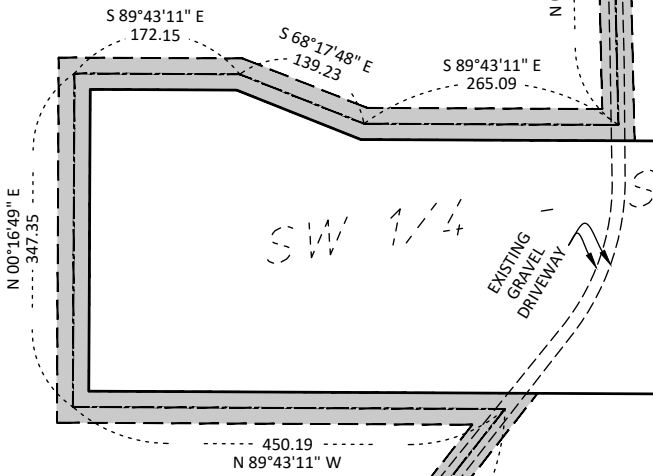
NORTH LINE
SW 1/4 - SW 1/4
SEC. 22-110-17

EAST 500.00



SCALE IN FEET

Parcel 6



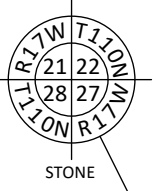
Horizontal Datum: 2011 Nicollet
County Coordinate System

Easement Area
3.64 Acres

Parcel 6

Parcel C

Match Line



STONE

SOUTH 116.00
NORTH 362.68

POINT OF BEGINNING

POINT OF BEGINNING

CERTIFICATE OF EASEMENT
GOODHUE COUNTY, MINNESOTA



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26.0-SEC. 22, 27 & 28, T110N-R17W

Parcel 5B

EXHIBIT B-1

EASEMENT AREA

Parcel A1

Parcel A2

Parcel B

Easement Area
3.64 Acres

"POINT A"

☪ ZUMBRO RIVER

PARCEL 4

Match Line

POINT OF BEGINNING

POINT OF BEGINNING

0 200
SCALE IN FEET

Horizontal Datum: 2011 Nicollet
County Coordinate System

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.

Janele Fowlds

Janele Fowlds
License Number 26748

3/28/2023
Date

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