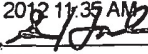


Certified, Filed, and or Recorded on:
May 08, 2012 11:35 AM
Signed  Deputy
LISA M HANNI
GOODHUE COUNTY RECORDER
Fee Amount: \$46.00

EASEMENT AGREEMENT

This Easement Agreement is made the 8th day of May, 2012, by and between Steven A. Boyum and Tracy M. Boyum, husband and wife, Grantors, and Zachary Grove and Danielle Grove, husband and wife, Grantees.

WHEREAS, Grantors are the owners of the following described property located in Goodhue County, Minnesota, to-wit:

See Exhibit A attached hereto, hereinafter "Grantors' Property"; and

WHEREAS, Grantees are the owners of the following described property located in Goodhue County, Minnesota, to-wit:

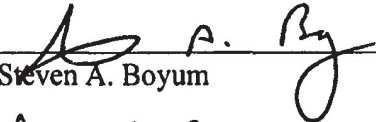
See Exhibit B attached hereto, hereinafter "Grantees' Property"; and


WHEREAS, the parties desire to provide for the construction, location, maintenance, repair and replacement of a shed by Grantees on a portion of Grantors' Property on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

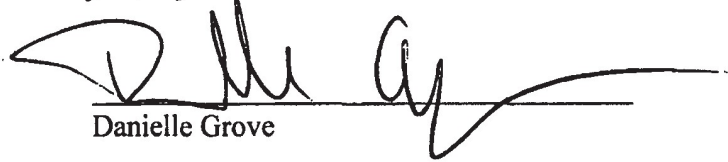
1. Grant of Easement. Grantors hereby grant, bargain and convey to Grantees, their heirs, successors and assigns, a permanent easement for the construction, location, maintenance, repair and replacement of a shed on that portion of Grantors' Property described in Exhibit C attached hereto, the "Easement Area," substantially in the location shown in Exhibit D attached hereto and for reasonable access thereto.
2. Personal Property. The shed shall remain the personal property of Grantees and shall remain severed from Grantors' Property. Grantees shall remove the shed from Grantors' Property in the event the easement granted herein shall be terminated.
3. Maintenance, Repair, Replacement. Grantees shall maintain, repair and replace the shed and the Easement Area in good condition and repair, and shall be responsible for all costs associated with such maintenance, repair and replacement.
4. Indemnity. Grantees shall indemnify, hold harmless and defend Grantors, their heirs, successors and assigns, from and against all claims, damages or liability, of any nature whatsoever, arising out of, or in any manner related to, the construction, location, maintenance, repair or replacement of the shed or any use of the Easement Area by Grantees.
5. Binding Effect. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein, and may not be amended or modified, except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.


Steven A. Boyum


Tracy M. Boyum


Zachary Grove


Danielle Grove

STATE OF MINNESOTA)
COUNTY OF Goodhue) SS

The foregoing instrument was acknowledged before me this 8th day of May, 2012, by Steven A. Boyum and Tracy M. Boyum, husband and wife.




Notary Public

STATE OF MINNESOTA)
COUNTY OF GOODHUE) SS

The foregoing instrument was acknowledged before me this 8th day of May,
2012, by Zachary Grove and Danielle Grove, husband and wife.



Connie R. Rude
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Dunlap & Seeger, P.A.
Attorneys at Law
206 South Broadway, Suite 505
P.O. Box 549
Rochester, MN 55903-0549
(507) 288-9111

CONSENT OF GRANTORS' PROPERTY MORTGAGEE

The undersigned, Security State Bank of Kenyon, a Minnesota corporation, ("Security State Bank Property Mortgagee"), being the holder of that certain Mortgage dated July 14, 2009, and recorded July 24, 2009, as Document No. A 568383, (the "Grantors' Property Mortgage"), encumbering Grantors' Property, hereby consents to the attached Easement Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this 8th day of May, 2012.

SECURITY STATE BANK OF KENYON

By Richard J. Weller
Its Sr. V.P.

STATE OF MINNESOTA)
COUNTY OF Goodhue) SS

The foregoing instrument was acknowledged before me this 8th day of May, 2012, by Richard J. Weller, the Sr. Vice President of Security State Bank of Kenyon, a Minnesota corporation, on behalf of the corporation.



Stacie Lee Clemons
Notary Public

Exhibit A

The East Half of the Southeast Quarter of Section 27, Township 110 North, Range 16 West, Goodhue County, Minnesota.

BUT EXCEPTING THEREFROM: The south 534 feet of the Southeast Quarter of said Section 27.

FURTHER EXCEPTING THEREFROM:

That part of the Southeast Quarter of the Southeast Quarter of Section 27, Township 110, Range 16, Goodhue County, Minnesota, described as follows:

Beginning at the northeast corner of said Southeast Quarter of the Southeast Quarter; thence South 0 degrees 42 minutes 15 seconds East (HARN adjustment of the 1983 Goodhue County Coordinate System) along the east line of said Southeast Quarter of the Southeast Quarter 782.36 feet to the north line of the South 534.00 feet of said Southeast Quarter of the Southeast Quarter; thence North 89 degrees 44 minutes 16 seconds West along said north line 1132.15 feet; thence North 52 degrees 34 minutes 20 seconds East 1279.50 feet to the north line of said Southeast Quarter of the Southeast Quarter; thence South 89 degrees 43 minutes 27 seconds East along said north line 106.45 feet to the point of beginning.

Subject to easements of record.

Exhibit B

That part of the Southeast Quarter of the Southeast Quarter of Section 27, Township 110, Range 16, Goodhue County, Minnesota, described as follows:

Beginning at the northeast corner of said Southeast Quarter of the Southeast Quarter; thence South 0 degrees 42 minutes 15 seconds East (HARN adjustment of the 1983 Goodhue County Coordinate System) along the east line of said Southeast Quarter of the Southeast Quarter 782.36 feet to the north line of the South 534.00 feet of said Southeast Quarter of the Southeast Quarter; thence North 89 degrees 44 minutes 16 seconds West along said north line 1132.15 feet; thence North 52 degrees 34 minutes 20 seconds East 1279.50 feet to the north line of said Southeast Quarter of the Southeast Quarter; thence South 89 degrees 43 minutes 27 seconds East along said north line 106.45 feet to the point of beginning.

Subject to easements of record.

Exhibit C

The East 150.00 feet of the Northeast Quarter of the
Southeast Quarter of Section 27, Township 110, Range
16, Goodhue County, Minnesota.

Certificate of Survey for:
Zack Grove

Bk: 52 Pg. 24

S1237

PHONE: (507) 263-3274 FAX: (507) 263-5114 EMAIL: rsurvey@frontier.net

SAMUELSON SURVEYING INC.

1103 West Main Street
Cannon Falls, MN. 55009

V. Richard Samuelson
Registered Land Surveyor

SURVEYORS CERTIFICATE



NORTH LINE OF NE 1/4
OF SE 1/4 SEC 27

445TH STREET

S 89°42'39" E
150.02

NE COR. OF NE 1/4
OF SE 1/4 SEC 27
(GOODHUE CO. MON)

CENTERLINE AS TRAVELED



- DENOTES SET IRON PIPE WITH PLASTIC CAP MARKED RLS 16998
- DENOTES FOUND IRON

GRAPHIC SCALE

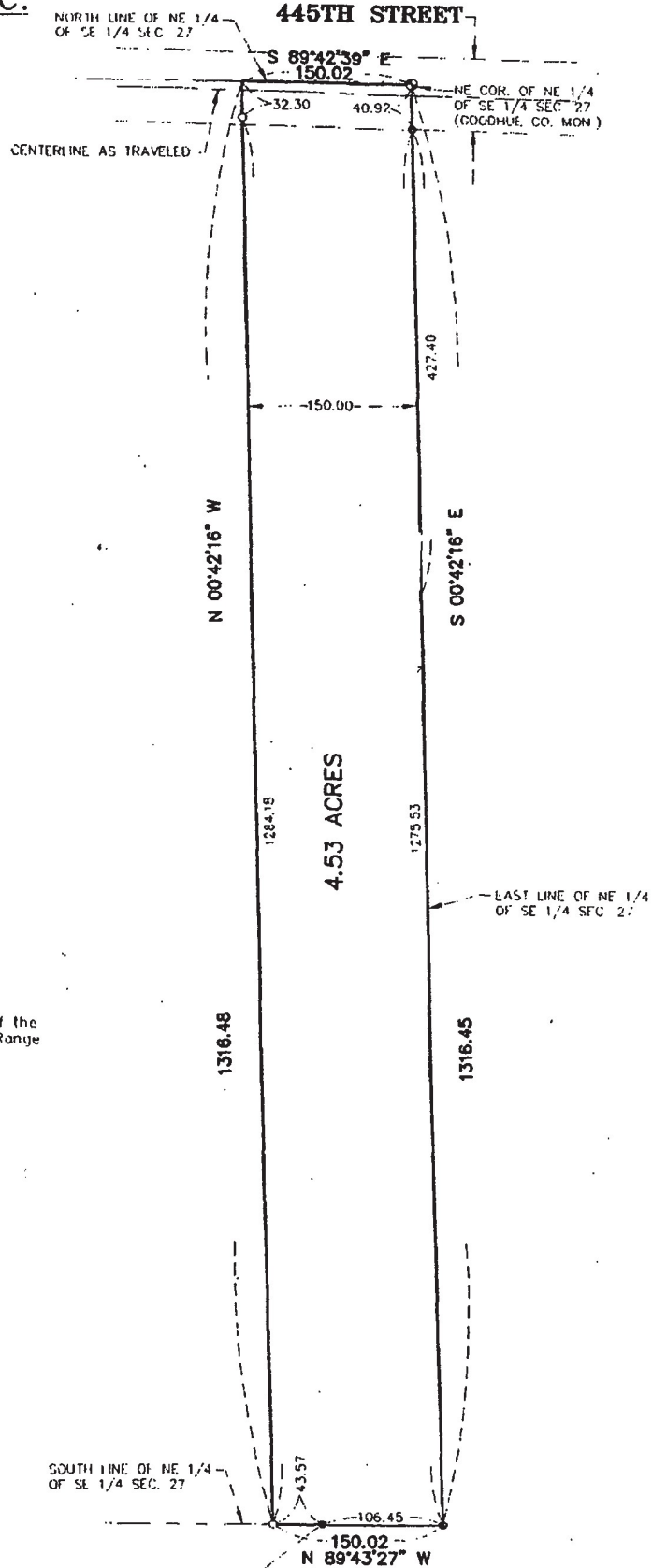


(IN FEET)
1 inch = 100 ft.

PROPOSED LEGAL DESCRIPTION

The East 150.00 feet of the Northeast Quarter of the Southeast Quarter of Section 27, Township 110, Range 16, Goodhue County, Minnesota.

Subject to easements of record



I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE April 26, 2012

V. Richard Samuelson
V. Richard Samuelson Minnesota Reg. No. 16998