

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (Agreement) dated July __, 2024, is by and between James Zarn and Elizabeth Zarn, hereafter "Grantor", and Elizabeth Zarn and James Zarn, hereafter "Grantee" and together are sometimes referred to as the "Party" or "Parties".

BACKGROUND

Grantor is the fee owner of certain real estate located in Blue Earth County, Minnesota, and legally described on attached Exhibit A as "Parcel 1". Grantee is the fee owner of certain real estate located in Blue Earth County, Minnesota, that sits adjacent to Parcel 1, and is legally described on attached Exhibit A as "Parcel 2"). Grantee requires an access easement across a portion of Parcel 1 to allow access to Parcel 2, with said access referenced on Exhibit A as "Easement Area". The Parties wish to memorialize this Access Easement Agreement and agree to the following.

AGREEMENT

The Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants Grantee a non-exclusive easement across the area described as the "Easement Area" for ingress and egress across Parcel 1 for the benefit of and access to Parcel 2.
2. **Use of Easement Area.** Both Parties may use the Easement Area in a manner consistent with a driveway to allow ingress and egress to both Parcel 1 and Parcel 2. Grantor agrees to not to block or inhibit the Easement Area in a manner which would substantially interfere with its use by Grantee.
3. **Maintenance, Repairs and Improvements.** Grantor has no obligation to improve the Easement Area except to maintain and keep it in repair to allow reasonable ingress and egress to Parcel 2.
4. **Non-Public Easement.** The easement is not a public easement and is available for use only as described herein. The existence of this Agreement does not change the nature of this private easement as described herein.
5. **Amendment.** This Agreement may only be amended by the unanimous written consent of the Parties, their successors, heirs or assigns.
6. **Enforcement.** This Agreement may be enforced by any property owner who has an interest in the Easement Area.

7. **Successors Bound.** This Agreement shall run with the land, and shall be binding on the Parties, their heirs, successors and assigns and shall apply to successor owners of Parcel 1 and 2.

8. **Recording.** A copy of this Agreement may be recorded with the Blue Earth County Recorder.

GRANTOR

James Zarn

Elizabeth Zarn

GRANTEE

Elizabeth Zarn

James Zarn

STATE OF MINNESOTA

COUNTY OF BLUE EARTH

This instrument was acknowledged before me on July ____, 2024, by James Zarn and Elizabeth Zarn, married to each other.

Signature of Notary Public

STATE OF MINNESOTA

COUNTY OF BLUE EARTH

This instrument was acknowledged before me on July ____, 2024, by Elizabeth Zarn and James Zarn, married to each other.

Signature of Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
FARRISH JOHNSON LAW OFFICE, CHTD.
1907 Exel Drive
Mankato MN 56001
Telephone: (507) 625-2525

EXHIBIT A

PARCEL 1

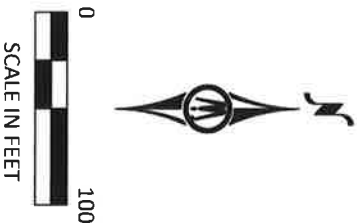
Lot 1, Block 1 Zarn Acres

PARCEL 2

Out Lot A Zarn Acres

EASEMENT AREA - SEE ATTACHED

DESCRIPTION
The North 150 of the West 100 feet of the East 350 feet of the Northeast Quarter of the Northwest Quarter of Section 2, Township 107 North, Range 27 West, Blue Earth County, Minnesota.



- 3/4" IRON PIPE MONUMENT SET MARKED BY LIC. NO. 46564
- MONUMENT FOUND

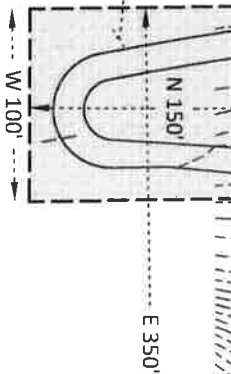
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Michael M. Eichers
License Number 46564

Michael M. Eichers
06/19/2024
Date

R481302200010
JAMES ZARN

PROPOSED
ACCESS
EASEMENT



8.1 ± ACRES
1.09 BUILDABLE ACRES



SECTION 35-108-27
REBAR

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EXHIBIT SKETCH
BLUE EARTH COUNTY, MINNESOTA



**BOLTON
& MENK**

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

THAT PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 107 NORTH, RANGE 27 WEST, BLUE EARTH COUNTY, MINNESOTA
FOR: JIM ZARN