
EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made and entered into this ____ day of _____, 2026, by Snell Real Estate, L.L.C., a Minnesota Limited Liability Company (the "Company") as both Grantor and Grantee hereunder.

RECITALS

- A. **WHEREAS**, The Company is the owner of certain real property located in the City of Mankato, Blue Earth County, Minnesota, legally described as Lot 1, Block 1, Snell Addition, according to the recorded plat thereof (hereinafter referred to as "Snell 1"); and
- B. **WHEREAS**, The Company is also the owner of certain real property located in the City of Mankato, Blue Earth County, Minnesota, legally described as Lot 2, Block 1, Snell Addition, according to the recorded plat thereof (hereinafter referred to as "Snell 2"); and
- C. **WHEREAS**, The Company, acting as both grantor and grantee under this Easement Agreement, desires to establish mutual easements for access purposes over and across portions of the respective parcels, such that each parcel benefits from access rights across the other, for the beneficial use of both Snell 1 and Snell 2 parcels.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Company agrees as follows:

1. **Grant of Easement.** The Company, hereby establishes for itself, its successors, and assigns, for their use, and use by their respective agents, employees, tenants, contractors, customers and invitees ("Permittees"), mutual and respective perpetual, non-exclusive easements for access purposes over and across the following described portions of Snell 1 and Snell 2 (the "Easement Area"):

- a. **Legal Description of Easement Area:** All that part of Lot 1 and Lot 2, Block 1, Snell Addition, according to the recorded plat thereof, City of Mankato, Blue Earth County, Minnesota, described as follows:

Beginning at the northeast corner of said Lot 2; thence South 27 degrees 51 minutes 56 seconds East (assumed bearing) on the east line of said Lot 2, a distance of 15.01 feet; thence South 59 degrees 53 minutes 19 seconds West, 88.39 feet; thence South 89 degrees 36 minutes 08 seconds West, 214.70 feet; thence North 00 degrees 23 minutes 52 seconds West, 30.00 feet; thence North 89 degrees 36 minutes 08 seconds East, 206.75 feet; thence North 59 degrees 53 minutes 19 seconds East, 81.61 feet to the east line of said Lot 1; thence South 27 degrees 51 minutes 56 seconds East on said east line, 15.01 feet to the point of beginning.

2. **Purpose of Easement.** The Easement Area shall be used solely for access purposes, including ingress and egress by vehicles, as necessary for the benefit of the Company, its successors, assigns, and permittees.
3. **Easement Area Maintenance and Repair.** All maintenance, repair, improvements, replacements, and snow plowing to or for the Easement Area shall be completed (or arranged to be completed) by the Company, and successor owners of Snell 1. The Company, and successor owners of Snell 1, shall keep and maintain the Easement Area in good operating condition, and in a good state of repair, and in a manner that will ensure the provision of safe access for all Users and emergency vehicles. All maintenance, repair, replacements, and improvements of the Easement Area shall be performed in accordance with the standards set forth in applicable local ordinances, any other applicable statutes and laws, and generally accepted maintenance practices. The maintenance and repair obligations shall include but not be limited to the following:
- (a) Driving Surface. Maintaining the asphalt surface in a smooth and evenly covered condition, including without limitation, replacement of base, resurfacing, and seal coating;
 - (b) Debris and Snow. Periodic removal of all debris, refuse, ice and snow, to the extent necessary to keep the Easement Area in good, clean and safe condition; and
 - (c) Damage or Destruction. If the Easement Area is damaged or destroyed by any cause whatsoever, whether insured or uninsured, the Company, and successor owners of Snell 1, shall repair or restore the Easement Area with all due diligence.
4. **Sharing of Maintenance and Repair Costs.** All costs and expenses incurred by the Company, and successor owners of Snell 1, in performing its duties under Section 2 shall be allocated by the Company, and successor owners of Snell 1, and borne by Snell 1, with Snell 2 contributing its apportioned share.

5. **Non-Interference.** Use of the Easement Area by owner of Snell 1 or owner of Snell 2 shall not unreasonably interfere with use of the Easement Area by the other owner for access purposes.
6. **Binding Effect and Covenants Running with the Land.** This Agreement and the easements granted herein shall run with the land and shall be binding upon and inure to the benefit of the Company and its successors and assigns.
7. **Merger Not Intended.** Common ownership of any part of the subject parcels shall not cause this Agreement to be extinguished by operation of merger.
8. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public, or for any public use or purpose whatsoever. No rights, privileges or immunities of any Party hereto shall inure to the benefit of any third-party person, nor shall any third-party person be deemed to be a beneficiary of any of the provisions contained herein.
9. **Recording.** This Agreement shall be recorded in the Office of the County Recorder for Blue Earth County, Minnesota.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
11. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
12. **Amendment or Modification.** This Agreement constitutes the entire agreement, any of the rights and easements created hereby may be terminated or amended only by a written instrument and duly executed by the Company its successors, or assigns.
13. **Entire Agreement.** This Agreement constitutes the entire understanding of the Company with respect to the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether written or oral.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be made of as of the day and year first above written.

GRANTOR AND GRANTEE:

Snell Real Estate, L.L.C.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ of Snell Real Estate, L.L.C., a limited liability company under the laws of Minnesota.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Kimberly A. Literovich

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100 Warren Street, Suite 400

Mankato, MN 56001

(507) 345-1166