

## **DRAINAGE EASEMENT AGREEMENT**

This DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made and entered into to be effective as of June 19, 2025 (the "Effective Date"), by and between Travis Gerald Caven and Angela Jean Caven, a married couple ("Grantor") and Gail M. Caven and Karleen K. Ulman, or successor(s), as Trustee(s) of the Vivian I. Strand Revocable Trust Agreement ("Grantee");

**WHEREAS**, Grantor owns the real property in Blue Earth County, Minnesota, legally described on the attached **Exhibit A** (the "Grantor Tract");

**WHEREAS**, Grantee owns the real property in Blue Earth County, Minnesota, legally described on the attached **Exhibit B** as (the "Grantee Tract"); and

**WHEREAS**, Grantor intends to grant an easement over, upon, across, under and through the Grantor Tract for the purpose of draining surface and subsurface water from the Grantee Tract according to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Drainage System/Grant.** Drainage systems, tile lines, inlets, outlets and other infrastructure presently exist over, upon, across, under and through the Grantor Property that drain surface and subsurface water from the Grantee Tract for the production of agricultural crops on the Grantee Tract (the "Drainage System"). Grantor hereby conveys an easement over, upon, across, under and through the Grantor Property for the purpose of accessing, maintaining, repairing and improving the Drainage System (the "Drainage Easement"). The outlets of the Drainage System shall be kept open at all times and free and clear of any debris, substances, refuse or foreign matter.

2. **Costs.** Except as otherwise provided in this Agreement, Grantor shall not be obligated to pay any costs, fees, expenses, or the like for the maintenance, upkeep, repair or improvement of the Drainage Easement, and Grantee shall be responsible for such costs associated with the Drainage Easement.

3. **Restoration by Grantee.** Following any activities within the Drainage Easement by Grantee including repairs or construction, Grantor's Property shall be returned to substantially the same condition it was in prior to the commencement of each such activity at the sole cost of Grantee.

4. **Damage.** Grantor shall not do any act or permit any act to be done which shall damage, harm or impede the Drainage System or the free flow of the water, growing agricultural crops, permanent vegetative cover or improvements. Grantee shall exercise its rights under this Agreement in such a manner as to not unreasonably damage any permanent vegetative cover, improvements or property on the Grantor Tract. If either party causes any damage, harm or impediment as described in this paragraph, the offending party shall pay for any damages associated with such harm or impediment.

5. **Reservation.** All right, title, and interest in and to the Grantor Tract, which may be used and enjoyed without unreasonably interfering with rights conveyed by this Agreement, are reserved to Grantor and the Grantor Tract, including, but not limited to, the use of the Grantor Tract for hunting, conservation, wildlife and other related purposes.

6. **Effective Term; Covenants Run with Land.** This Agreement shall be perpetual, and the terms and conditions of this Agreement shall be a covenant that runs with the Grantor Tract and Grantee Tract. Notwithstanding anything in the foregoing provisions of this Agreement to the contrary, no party to this Agreement shall have any duties, responsibilities or liabilities hereunder after such party has conveyed title to its tract to a third party, except for any duties, responsibilities or liabilities that may have arisen prior to such conveyance.

7. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

8. **Warranty of Title.** Each party warrants to each other party that each party to this Agreement has full right and unrestricted authority to enter into this Agreement and subject to all matters of record: (a) each party owns their tract as described in the Recitals, and (b) no liens, mortgages, or other encumbrances are encumbering the tract of each party as described in the Recitals that are superior to the rights granted herein or that would require consent by another party to enter into this Agreement or that would interfere with the rights conveyed herein. Each party further represents and warrants to each other party that: (a) all persons or entities having an ownership or other interest in the tract of each party as described in the Recitals are signing this Agreement; and (b) when signed by each party, this Agreement constitutes a valid and binding agreement enforceable against each party in accordance with its terms.

9. **Governing Law; Forum Selection; Attorney's Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota. The parties irrevocably submit to the exclusive jurisdiction of Blue Earth County District Court for the State of Minnesota for purposes of any dispute relating to or arising under this Agreement or amendment thereto. The prevailing party shall be entitled to recover the prevailing party's attorney's fees,

litigation costs, and expert witness fees and costs incurred in protecting or asserting its rights under this Agreement against the non-prevailing party(ies).

10. **Severability.** If any one or more of the terms of this Agreement are deemed to be invalid or unenforceable by a court of law, the validity, enforceability, and legality of the remaining provisions of this Agreement will not in any way be affected or impaired thereby, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction contemplated hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for any party.

11. **Future Cooperation.** The parties agree to use commercially reasonable efforts to cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of any party, in order to carry out the intent and purpose of this Agreement.

12. **Entire Agreement, Modification or Termination.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and supersedes any prior agreement or understanding, whether oral or written, regarding the same subject matter. The terms and provisions of this Agreement may be modified or terminated only by a written instrument signed by the parties hereto.

13. **Interpretation.** If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed: (1) as if drafted jointly by the Parties, and (2) no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

14. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

*(Remainder left blank; signature pages follow.)*

IN WITNESS WHEREOF, this Agreement has been executed and entered into as of the Effective Date.

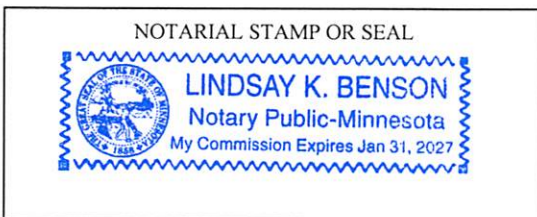
Grantor:

  
\_\_\_\_\_  
Travis Gerald Caven

  
\_\_\_\_\_  
Angela Jean Caven

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF BLUE EARTH)

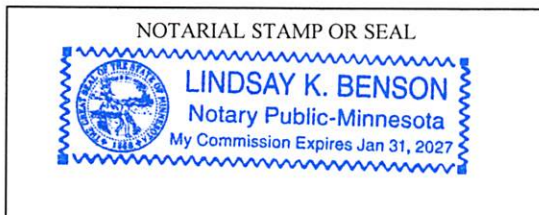
This instrument was acknowledged before me on June 19, 2025, by Travis Gerald Caven, married to Angela Jean Caven.



  
\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF BLUE EARTH)

This instrument was acknowledged before me on June 19, 2025, by Angela Jean Caven, married to Travis Gerald Caven.



  
\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

IN WITNESS WHEREOF, this Agreement has been executed and entered into as of the Effective Date.

Grantee:

Gail M. Caven

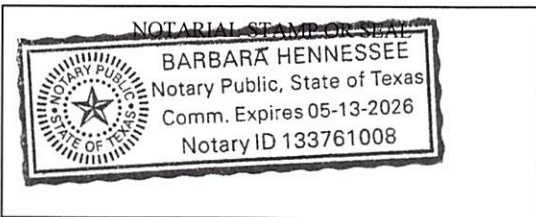
Gail M. Caven as Trustee of the Vivian I. Strand Revocable Trust Agreement

Karleen K. Ulman

Karleen K. Ulman as Trustee of the Vivian I. Strand Revocable Trust Agreement

STATE OF TEXAS                    )  
  ) ss.  
COUNTY OF Bell                    )

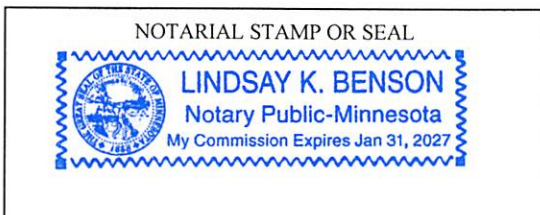
This instrument was acknowledged before me on June 17, 2025, by Gail M. Caven as Trustee of the Vivian I. Strand Revocable Trust Agreement.



Barbara Hennessee  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

STATE OF MINNESOTA                    )  
  ) ss.  
COUNTY OF BLUE EARTH                    )

This instrument was acknowledged before me on June 19, by Karleen K. Ulman as Trustee of the Vivian I. Strand Revocable Trust Agreement.



Lindsay K. Benson  
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

OF NOTARY PUBLIC OR OTHER OFFICIAL

This Instrument Was Drafted By:  
Christopher M. Roe  
Blethen Berens  
100 Warren Street, Suite 400  
Mankato, MN 56001  
Phone: 507-345-1166  
[croe@blethenberens.com](mailto:croe@blethenberens.com)

**EXHIBIT A**  
**LEGAL DESCRIPTION OF GRANTOR TRACT**

That part of the North Half of the Northeast Quarter of Section 17, Township 107 North, Range 27 West, Blue Earth County, Minnesota described as follows:

Commencing at the Northeast corner of said Section 17; thence on an assumed bearing of North 89 degrees 16 minutes 48 seconds West, along the north line of said section a distance of 554.48 feet to an iron monument, said iron monument being the point of beginning of the tract to be described; thence South 0 degrees 00 minutes 00 seconds East a distance of 1092.98 feet to an iron monument; thence South 82 degrees 30 minutes 00 seconds West a distance of 190.00 feet to an iron monument; thence South 71 degrees 00 minutes 00 seconds West a distance of 255.00 feet to an iron monument; thence North 27 degrees 46 minutes 36 seconds West a distance of 35.00 feet to an iron monument; thence North 17 degrees 40 minutes 23 seconds East a distance of 335.00 feet to an iron monument; thence North 89 degrees 16 minutes 34 seconds West a distance of 622.32 feet to an iron monument; thence continuing North 89 degrees 16 minutes 34 seconds West a distance of 500.00 feet to an iron monument; thence North 23 degrees 00 minutes 00 seconds East a distance of 453.93 feet to an iron monument; thence South 89 degrees 16 minutes 34 seconds East a distance of 330.00 feet to an iron monument; thence South 67 degrees 54 minutes 19 seconds East a distance of 321.10 feet to an iron monument; thence North 50 degrees 00 minutes 00 seconds East a distance of 60.00 feet to an iron monument; thence North 23 degrees 00 minutes 00 seconds West, a distance of 523.95 feet to an iron monument; thence North 0 degrees 53 minutes 21 seconds West a distance of 33.01 feet to an iron monument located on the north line of said section; thence South 89 degrees 16 minutes 48 seconds East, along said north line, a distance of 346.69 feet to the northwest corner of a tract as recorded in Document No. 603CR449; thence South 0 degrees 43 minutes 12 seconds West, along the west line of said tract, a distance of 350.00 feet to the southwest corner of said tract; thence South 89 degrees 16 minutes 48 seconds East, along the south line of said tract, a distance of 202.62 feet to the southeasterly corner of said tract; thence North 49 degrees 12 minutes 40 seconds East, along the easterly line of said tract, a distance of 113.23 feet; thence North 8 degrees 52 minutes 26 seconds East, along said easterly line a distance of 101.50 feet; thence North 29 degrees 10 minutes 40 seconds East, along said easterly line, a distance of 198.47 feet to the northeast corner of said tract, located on the north line of said section; thence South 89 degrees 16 minutes 48 seconds East, along the north line of said section a distance of 77.74 feet to the point of beginning, containing 20.26 acres, subject to easements now of record in said county and state.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF GRANTEE TRACT**

That part of the North Half of the Northeast Quarter of Section 17, Township 107 North, Range 27 West, Blue Earth County, Minnesota described as follows:

Beginning at the North Quarter corner of said Section 17; thence on an assumed bearing of South 0 degrees 56 minutes 19 seconds East, along the North-South Quarter line of said section, a distance of 1293.96 feet to a survey monument; thence South 89 degrees 16 minutes 34 seconds East a distance of 1018.91 feet to an iron monument; thence North 9 degrees 58 minutes 15 seconds West a distance of 185.06 feet to an iron monument; thence North 13 degrees 00 minutes 00 seconds East a distance of 140.00 feet to an iron monument; thence North 28 degrees 00 minutes 01 seconds East a distance of 135.00 feet to an iron monument; thence North 89 degrees 16 minutes 34 seconds West a distance of 500.00 feet to an iron monument; thence North 23 degrees 00 minutes 00 seconds East a distance of 453.93 feet to an iron monument; thence South 89 degrees 16 minutes 34 seconds East a distance of 330.00 feet to an iron monument; thence South 67 degrees 54 minutes 19 seconds East a distance of 321.10 feet to an iron monument; thence North 50 degrees 00 minutes 00 seconds East a distance of 60.00 feet to an iron monument; thence North 23 degrees 00 minutes 00 seconds West, a distance of 523.95 feet to an iron monument; thence North 0 degrees 53 minutes 21 seconds West a distance of 33.01 feet to an iron monument located on the north line of said section; thence North 89 degrees 16 minutes 48 seconds West, along said north line, a distance of 1248.57 feet to the point of beginning, containing 30.53 acres, subject to easements now of record in said county and state.

AND

That part of the Northeast Quarter of the Northeast Quarter of Section 17 and the Northwest Quarter of the Northwest Quarter of Section 16, all in Township 107 North, Range 27 West, described as follows:

Beginning at the Northwest corner of said Section 16; thence on an assumed bearing of North 88 degrees 26 minutes 57 seconds East, along the north line of said section, a distance of 1309.17 feet to an iron monument; thence South 0 degrees 45 minutes 34 seconds East a distance of 784.77 feet to an iron monument; thence South 85 degrees 00 minutes 00 seconds West a distance of 80.00 feet to an iron monument; thence South 74 degrees 00 minutes 00 seconds West a distance of 265.00 feet to an iron monument; thence South 87 degrees 00 minutes 00 seconds West a distance of 973.08 feet to an iron monument located on the west line of said section; thence South 50 degrees 59 minutes 59 seconds West a distance of 130.00 feet to an iron monument; thence North 88 degrees 00 minutes 00 seconds West a distance of 180.00 feet to an iron monument; thence South 65 degrees 32 minutes 42 seconds West a distance of 314.66 feet to an iron monument; thence North 0 degrees 00 minutes 00 seconds West a distance of 1092.98 feet to an iron monument located on the north line of said Section 17; thence South 89 degrees 16 minutes 48 seconds East, along said north line, a distance of 554.48 feet to the point of beginning, containing 38.38 acres, subject to easements now of record in said county and state.