

ACCESS EASEMENT AGREEMENT

THIS Access Easement Agreement made this _____ day of _____, 2026, between the Bruce D. Kouba and Janice L. Kouba Life Estate, hereinafter referred to as ("Grantor"), and Stark County, a North Dakota Political Subdivision ("Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of real property on portions of which Stark County is requiring an access area for emergency vehicles as a condition of development approval; and

WHEREAS, Grantor desires to grant an easement for ingress and egress across those certain parts of Grantor's property defined herein to allow for emergency vehicle access; and

WHEREAS, Grantor desires to grant an easement for private ingress and egress across those certain parts of Grantor's property defined herein to allow for access across an area future development; and

WHEREAS, Grantor shall improve and maintain, as necessary per the terms of this agreement, an access road to allow for private access and emergency access across this property in accordance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

THE GRANTOR does hereby grant unto the Grantee and current and future owners of property within Lots 2 and 3, Block 1 of Eagles Point Subdivision in Stark County, ND, an access easement on the following property, described as follows:

*The west 30-feet of Lot 2, Block 1 of Eagles Point Subdivision in Stark County, ND;
and*

*The east 30-feet of Lot 2, Block 1 of Eagles Point Subdivision in Stark County, ND;
and*

*The west 30-feet of Lot 3, Block 1 of Eagles Point Subdivision in Stark County, ND;
and*

The east 20-feet of the west 50-feet of Lot 3, Block 1 of Eagles Point Subdivision in Stark County, ND lying within 400-feet of the south line of Section 18, Township 140 North, Range 96 West of the 5th Principal Meridian; and

That property described by Parcel 10-9 of the Right-of-Way Plat of SOIB-SOIA-5-022(116920), PCN 20780 in Stark County, ND more particularity described as follows:

A portion of a tract of land in the SE 1/4 of Section 18, Township 140 N, Range 96 W, of the 5th Principal Meridian, County of Stark, State of North Dakota, described as follows and as shown on plat 10 of 10:

Commencing at S1/4 corner of section 18, thence easterly along the south line of section 18 S 88 deg. 10 min. 52 sec. E a distance of 1582.53 feet.

Thence northerly N 01 deg. 41 min. 38 sec. E a distance of 130.68 feet to the point of beginning. Thence N 01 deg. 41 min. 38 sec. E a distance of

85.00 feet. Thence S 88 deg. 03 min. 22 sec. E a distance of 50.04 feet.

Thence S 01 deg. 56 min. 38 sec. W a distance of 85.00 feet. Thence N 88 deg. 03 min. 22 sec. W a distance of 49.67 feet to the point of beginning.

THE EASEMENT hereby granted is for the purpose of providing a non-exclusive easement on, over, across and through Grantor's property with the free right of access across such property at any and all times and for the purpose of allowing egress and ingress to and from the property for emergency vehicle access. This access road shall be constructed of an improved gravel or paved surface with a minimum width of 20-feet capable of supporting a 60,000 lb gross vehicle weight with no single axle exceeding 20,000 lbs.

THE EASEMENT hereby granted shall also allow current and future owners of property lying within Lots 2 and 3, Block 1, of Eagles Point Subdivision in Stark County, ND, the free right of access to such property at any and all times and for the purpose of allowing egress and ingress to and from said property for the benefit of said Lots and any future subdivisions of said Lots requiring access from the access road in this easement area. Each current and future Owner of the easement area shall be responsible for maintaining the portion of this access road lying within said Owner's property.

THE GRANTOR hereby covenants and agrees that no structures or other improvements shall be constructed, erected, or placed upon the surface of the easement area that would materially impair the normal operation or use of the easement area for the purposes herein indicated. THE GRANTOR further covenants and agrees there shall be no parking of vehicles within the easement area that reduces the accessible roadway width to less than 20-feet.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that the Grantor shall repair and maintain the access roadway improvements to meet the requirements of this agreement to allow for said emergency access. Should the Grantor fail to maintain the roadway as required by this agreement, the Grantee shall notify the Grantor in writing of the deficiency or deficiencies and allow a thirty (30) day timeframe after said notification for the Grantor to complete the necessary maintenance. The Grantee has the option to extend this timeframe if progress is being made by the Grantor to complete the required improvements. If the maintenance is not performed within the time allotted by the Grantee, Grantee may complete the maintenance, and Grantor shall be required to reimburse Grantee for all maintenance costs incurred.

THE EASEMENT shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, administrators, representatives, successors, and assigns. This Agreement shall run with the land and shall be recorded with the Office of the Stark County Recorder. All obligations, promises, and covenants of the GRANTOR contained herein shall be conveyed to and binding upon purchasers of the easement property in perpetuity.

THE GRANTOR hereby covenants and agrees with the Grantee that should any part of the easement hereby granted become part of, or lie within the boundaries of any public street, then, to such extent such easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that it is lawfully seized and possessed of the aforementioned and described tract of land, and that it has a good and lawful right to convey said easement, and that it will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantee and Grantor have hereunto subscribed their signatures.

GRANTEE: Bruce D. Kouba and Janice L. Kouba Life Estate

Bruce D. Kouba

Janice L. Kouba

STATE OF NORTH DAKOTA)
) SS
COUNTY OF STARK)

On this the _____ day of _____, 2026, before me, the undersigned officer, personally appeared Bruce D. Kouba and Janice L. Kouba, to me known to be the same persons described in and that executed the within and foregoing instrument and severally acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public – North Dakota

GRANTEE: Bruce D. Kouba and Janice L. Kouba Life Estate

Jennifer Wiederholt

STATE OF NORTH DAKOTA)
) SS
COUNTY OF STARK)

On this the _____ day of _____, 2026, before me, the undersigned officer, personally appeared Jennifer Wiederholt, to me known to be the same person described in and that executed the within and foregoing instrument and severally acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public – North Dakota

GRANTEE: Bruce D. Kouba and Janice L. Kouba Life Estate

Joel Kouba

STATE OF NORTH DAKOTA)
) SS
COUNTY OF STARK)

On this the _____ day of _____, 2026, before me, the undersigned officer, personally appeared Jennifer Wiederholt, to me known to be the same person described in and that executed the within and foregoing instrument and severally acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public – North Dakota

GRANTEE: Bruce D. Kouba and Janice L. Kouba Life Estate

Nathan Wandler

STATE OF NORTH DAKOTA)
) SS
COUNTY OF STARK)

On this the _____ day of _____, 2026, before me, the undersigned officer, personally appeared Jennifer Wiederholt, to me known to be the same person described in and that executed the within and foregoing instrument and severally acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public – North Dakota

