

DRAINAGE AGREEMENT

THIS AGREEMENT Made and entered into this 15th day of May, 1974 by and between Charles L. Steffl and Joan M. Steffl, husband and wife, parties of the first part, and Lawrence Kerby, a single man, party of the second part, who represent and warrant that they are the owners and or spouses of the owners of the tracts of land set opposite their names below, and that all of said lands are located in Township One Hundred Twelve (112) North, Range Thirty-seven (37) West in Redwood County, Minnesota, to-wit:

Tract 1 Charles L. Steffl

West Half of the Southwest Quarter ($W\frac{1}{2}SW\frac{1}{4}$) of Section Nine (9) and the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Sixteen (16)

Tract 2 Lawrence Kerby

Southeast Quarter ($SE\frac{1}{4}$) of Section Eight (8)

WITNESSETH, That for and in consideration of the mutual promises, covenants and undertakings of the parties hereinafter set forth, it is hereby covenanted and agreed by and between said parties as follows:

1. That a Drainage Area is hereby established consisting of those portions of the above described lands which shed water toward the area wherein the Main Drainage Tile as described in Section 2 hereof will be located as shown by the plat of Lateral J of Judicial Ditch No. 33 of Redwood and Yellow Medicine Counties on file in the office of the Redwood County Auditor.

2. That a Main Drainage Tile shall be constructed of concrete drain tile of such size or sizes as the parties may determine through and across the lands comprising Tracts 1 and 2 hereinabove described along approximately the following described route:

(the parties certify that the Minnesota deed tax due hereon is \$2.20)



Commencing in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Nine (9) at a point approximately 2 rods East and 40 rods North of the Southwest corner of said Section Nine (9) and running thence Southerly through said Southwest Quarter (SW $\frac{1}{4}$) of Section Nine (9) and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Sixteen (16) and terminating in Lateral J of Judicial Ditch 33 of Redwood and Yellow Medicine Counties at a point approximately 40 rods South and 10 rods East of the Northwest corner of said Section Sixteen (16).

(The parties certify that the Minnesota Deed Tax due hereon is \$2.20)

3. The cost of construction of the Main Drainage Tile, including legal and incidental expenses, shall be borne by the owners of the hereinabove described tracts of land in the following shares and proportions:

Tract 1	10%
Tract 2	90%

4. The owner or owners of each of the tracts of land in the Drainage Area shall have the right, at his or their own expense, to construct and maintain within the Drainage Area for the purpose of draining the lands constituting the Drainage Area, such tile laterals to the Main Drainage Tile, and such intakes on the Main Drainage Tile as he or they may deem necessary for his or their purposes and mutual reciprocal easements are hereby granted by all of the undersigned owners of said lands to each of the other owners of said lands, their heirs and assigns, to use the Main Drainage Tile as an outlet for such tile laterals and intakes, and such owner or owners, their heirs and assigns, shall have and are hereby granted easements to enter upon the lands of the other owners in the Drainage Area for the purpose of constructing, maintaining and repairing such private lateral tile lines, provided, however, that none of such owners shall have the right to damage crops or improvements on the lands of any of the other owners in so doing without the express consent of such owner or owners, and shall effect such construction, repair,

and maintenance in a good and workmanlike manner at a time or times other than during the crop season, unless such owner or owners shall have obtained express permission so to do during the crop season.

5. That none of the owners of the property in the Drainage Area shall cause or permit by any artificial means any lands lying outside the Drainage Area, whether owned by himself or others, to be drained into the Drainage Area or the Main Drainage Tile without the written consent of the owners of those tracts of land in the Drainage Area who are obligated to pay at least seventy-five per cent (75%) of the initial cost of the Main Drainage Tile pursuant to this agreement. Such written consents shall also embody the agreement of the owner or owners of the lands to be added to the Drainage Area, to pay such an amount as an outlet charge and such percentage of the cost of repair of the Main Drainage Tile as may be agreed between such owner and the owners of the lands paying such seventy-five per cent (75%) or more of the initial cost of the Main Drainage Tile.

6. No one shall drain or permit water to be drained into the Main Drainage Tile by the construction of open ditches, nor shall anyone damage, obstruct or otherwise impair the usefulness or functioning of the Main Drainage Tile.

7. The Main Drainage Tile shall be repaired and maintained from time to time by the mutual agreement of the parties hereto or by the agreement of the owners of those tracts of land constituting the Drainage Area, hereinabove described, who will be required to pay seventy-five per cent (75%) or more of the cost of repair and maintenance of the Main Drainage Tile as hereinafter provided. The cost of such repair and maintenance shall be borne by the owners of Tracts 1 and 2 hereinabove described in the same shares and proportions as they are herein required to pay for the cost of the Main Drainage Tile as hereinabove set forth.

8. The cost of repair of the Main Drainage Tile, computed in accordance with Paragraph 7 hereof, shall be and remain a lien against the various tracts of land constituting the Drainage Area until the same is paid, and any party to this agreement or the then owner of a tract or tracts of land in the Drainage Area who has paid any sum for the repair of the Main Drainage Tile, which sum is owed by another owner or owners of land in the Drainage Area, may enforce collection of the same by an appropriate action in the courts of the State of Minnesota.

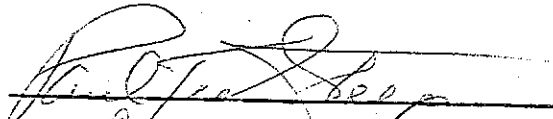
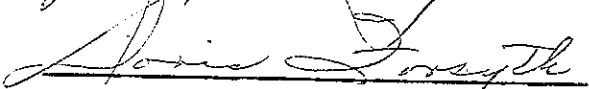
9. Mutual reciprocal easements are hereby granted to the owners of the lands in the Drainage Area, their heirs and assigns, to enter upon any of said lands through which the Main Drainage Tile passes at all reasonable times and without doing unnecessary damage to said lands or crops grown or growing thereon for the purpose of constructing, repairing, maintaining and inspecting the Main Drainage Tile.


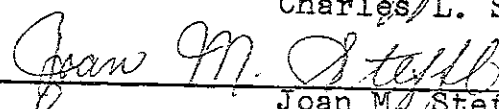
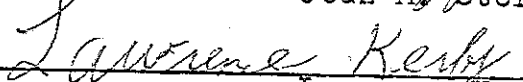
10. Any owner or owners of any lands in the Drainage Area shall have the right to enforce specifically the rights accruing to him or them under this agreement, and shall likewise be subject to specific enforcement against him or them of any of the duties or obligations imposed by this agreement.

11. This agreement is hereby declared to be a covenant which shall run with the lands in the Drainage Area, hereinabove described and all easements granted hereunder shall be appurtenant to all of the lands in the Drainage Area, and this agreement shall be binding upon the parties hereto, their heirs and assigns.

IN WITNESS WHEREOF We have hereunto set our hands as of the day and year first above written.

In presence of






Charles L. Steffl

Joan M. Steffl

Lawrence Kerby

State of Minnesota

County of Redwood

On this 3rd day of June, 1974
before me, a Notary Public within and for said County and State,
Personally appeared Charles L. Steffl and Joan M. Steffl, husband
and wife, and Lawrence Kerby, a single man, to me known to be
the same persons described in and who executed the foregoing
instrument, and acknowledged that they executed the same as
their free act and deed.



Paul Ter Steeg
Notary Public, Redwood County, Minnesota
My commission expires 10/19/78, 19

file

216402

Office of Register of Deeds
County of Redwood, Minn.

I hereby certify that the within instrument
was filed in this office for record on the
5 day of AUGUST
A.D. 1974 at 10:20 o'clock A.M.
and was duly recorded in Book 78
of Misc. on page 6

Walter F. Hassenstab
Register of Deeds
By Lauree Jammers Deputy