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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  
8 day of April  
A.D. 1974 at 9 o'clock A.M.  
and was duly recorded in Book 77  
of Misc. on page 163

TILE AGREEMENT

Walter F. Hassenstab

Register of Deeds

By *Dallene Lammers* Deputy

WHEREAS, Gary L. Schumacher and Mavis L. Schumacher,

husband and wife, are the Contract for Deed vendees, and  
Leo M. Schumacher and Bernice Schumacher, husband and wife,  
are the Contract for Deed vendors of the West Half (W $\frac{1}{2}$ ) of  
Section Twenty-three (23), Township One Hundred Ten (110)  
North, Range Thirty-seven (37) West, parties of the first  
part, and,

WHEREAS, Milo Wetter and Arlene Wetter, husband and  
wife, are the owners of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section  
Twenty-two (22), Township One Hundred Ten (110) North, Range  
Thirty-seven (37) West, parties of the second part, and,

WHEREAS, Leo M. Schumacher and Bernice Schumacher, husband  
and wife, are the owners of the West Half (W $\frac{1}{2}$ ) of the South-  
west Quarter (SW $\frac{1}{4}$ ) of Section Fourteen (14), Township One  
Hundred Ten (110) North, Range Thirty-seven (37) West, parties  
of the third part, and,

WHEREAS, first parties will construct and pay for a tile  
line across their lands and across the lands of the third  
parties, said tile line commencing at a point in the East  
road ditch approximately 965 feet north of the Southwest  
corner of Section 23, Township 110 North, Range 37 West,  
thence northeasterly over and across the Southwest Quarter of  
said Section for a distance of approximately 1700 feet, thence  
northerly over and across the Northwest Quarter of said  
Section, thence under CSAH #4, and into the West Half of the  
Southwest Quarter of Section 14, Township 110 North, Range 37

West at a point approximately 1060 feet east of the Southwest corner of Section 14, Township 110 North, Range 37 West, thence in a general northerly direction to its terminus in hereinafter referred to as Main Tile Line Judicial #36 of Redwood and Brown Counties, and,

WHEREAS, The parties hereto desire to enter into a private drainage agreement,

NOW THEREFORE, In consideration of One Dollar and other good and valuable consideration and the benefits that each party may derive herefrom, the parties hereto agree as follows:

1.

That second parties will pay to first parties the sum of \$3,000.00 to hook onto said tile line and will also pay first parties a sum of money estimated to be approximately \$960 for the additional cost of tile and tiling resulting from his connection to this tile line, the final amount to be determined by the owner of the tiling concern that installs the tile.

2.

That third parties do hereby grant, assign and set over unto the first parties and second parties, the right to install and maintain a tile line over and across their premises as set out above.

3.

That first parties do hereby grant, assign and set unto the second parties the right to attach, join and hook onto the above described tile line, a tile line of such character and sufficient size as to make proper and sufficient

outlet for the drainage of the land of the second parties in the amount of approximately 40 acres contained in or immediately contiguous to the Southeast Quarter of the Southeast Quarter of Section 22, Township 110 North, Range 37 West.

4.

First parties shall maintain the drain tile upon their premises in an efficient and operable condition so as to provide for a good sufficient outlet for second parties water, and second parties shall maintain their tile in such an efficient and operable manner so that the same shall discharge its water within said tile system and not upon the first parties land.

5.

Third parties grant unto the first parties and second parties the right to enter upon their lands to install and maintain said tile line now and in the future but first parties and second parties shall maintain their drain tile upon their premises in an efficient and operable condition so that the same shall discharge its water within said tile system and not upon third parties land.

6.

Second parties shall maintain their tile land at their own expense and all maintenance, repair and damages/will be shared by first parties and second parties, each paying 50% to Main Tile Line.

7.

This agreement shall be binding and shall operate for the benefit of the parties hereto, their heirs, administrators,

executors and assigns forever hereafter.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 4th day of April, 1974.

In Presence Of

<u>John M. Hunt</u>	}	1 <u>Gary L. Schumacher</u> Gary L. Schumacher
<u>Rita M. Pelzel</u>		1-b <u>Mavis L. Schumacher</u> Mavis L. Schumacher
_____		3 <u>Milo Wetter</u> Milo Wetter
_____		4 <u>Arlene E. Wetter</u> Arlene Wetter
_____		5 <u>Leo M. Schumacher</u> Leo M. Schumacher
_____		6 <u>Bernice Schumacher</u> Bernice Schumacher

STATE OF MINNESOTA )  
  ) ss  
COUNTY OF REDWOOD )

On this 4th day of April, 1974, before me, a Notary Public within and for said County and State, personally appeared Gary L. Schumacher, Mavis L. Schumacher, Milo Wetter, Arlene Wetter, Leo M. Schumacher and Bernice Schumacher to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Rita M. Pelzel

FRANK AND FRANK  
ATTORNEYS AT LAW  
P. O. BOX 267  
WABASSO, MINN. 56293

