

TILE AND DRAINAGE SYSTEMS AGREEMENT

This Tile and Drainage Systems Agreement, entered into this 8th day of October, 2009, by and between the following named persons, record title owners of the premises situated in Murray County, Minnesota, and further described for each, to-wit:

1. Wayne Carlson, (hereinafter referred to as First Party)  
The Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ), Section Twenty-one (21), Township One Hundred Eight (108), Range Forty-one (41). (Hereinafter referred to as Tract 1).
2. Willis F. Crow (hereinafter referred to as Second Party)  
The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ), Section Twenty-One (21), Township One Hundred Eight (108), Range Forty-one (41), (Hereinafter referred to as Tract 2).
3. Iva M. Goergen (hereinafter referred to as Third Party)  
The Southeast Quarter (SE $\frac{1}{4}$ ), Section Twenty (20), Township One Hundred Eight (108), Range Forty-One (41). (Hereinafter referred to as Tract 3).
4. Kevin W. Carlson and Susan E. Carlson as Trustees of the Kevin W. Carlson Revocable Living Trust dated April 18, 2008, an undivided 1/2 interest, and Susan E. Carlson and Kevin W. Carlson as Trustees of the Susan E. Carlson Revocable Living Trust dated April 18, 2008, an undivided 1/2 interest, (hereinafter referred to as Fourth Party)  
The Northeast Quarter (NE $\frac{1}{4}$ ), Section Twenty-Nine (29), Township One Hundred Eight (108), Range Forty-One (41), except that part thereof excepted and described in the deed recorded as Document Number 232131 in the office of the County Recorder of Murray County, Minnesota. (Hereinafter referred to as Tract 4).

5. Richard A. Miller and Lynn M. Miller,  
husband and wife, as joint tenants  
(hereinafter referred to as Fifth Party)

The Northwest Quarter (NW $\frac{1}{4}$ ),  
Section Twenty-Nine (29),  
Township One Hundred Eight (108),  
Range Forty-One (41), except the  
11.99 acre tract excepted and  
described in the deed recorded  
as Document Number 228225 in the  
office of the County Recorder of  
Murray County, Minnesota.  
(Hereinafter referred to as  
Tract Five).

In consideration of the mutual promises, terms and provisions herein set forth, the parties hereto covenant and agree as follows:

- 1(a) It is agreed that First Party and Second Party, or their predecessors in interest to their respective tracts, have heretofore installed a mutual tile and drainage system on their respective premises, Tract 1 and Tract 2.
- 1(b) It is further agreed that the First Party and Second Party have been maintaining and repairing the tile and drainage system described in paragraph 1(a) at their sole expense and that the future maintenance and repair of said tile and drainage system shall be the sole expense of the First Party and Second Party, and their heirs, successors and assigns in interest to Tract 1 and Tract 2.
- 2(a) It is agreed that Fourth Party and Fifth Party, or their predecessors in interest to their respective tracts, have heretofore installed a mutual tiling and drainage system on their respective premises, Tract 4 and Tract 5.
- 2(b) It is further agreed that the Fourth Party and Fifth Party have been maintaining and repairing the tile and drainage system described in paragraph 2(a) at their sole expense and that the future maintenance and repair of said tile and drainage system shall be the sole expense of the Fourth Party and Fifth Party and their heirs, successors and assigns in interest to Tract 4 and Tract 5.
- 3(a) It is agreed that Third Party and Fourth Party and Fifth Party, or their predecessors in interest to their respective tracts, in consideration of the sum of \$1239.00 paid to First Party and Second Party, or their predecessors in interest to their respective tracts, extended the previously existing tile and drainage system on Tract 4 and Tract 5 in a general north-easterly direction across Tract 3 and thence across Tract 2 to a point where such extension connects with the previously existing tile and drainage system on Tract 2;

- 3(b) It is further agreed that the Third Party and Fourth Party and Fifth Party have been maintaining and repairing the tile and drainage system described in paragraph 3(a) at their sole expense and that the future maintenance and repair of said tile and drainage system shall be the sole expense of the Third Party and the Fourth Party and the Fifth Party, and their heirs, successors and assigns in interest to Tract 3 and Tract 4 and Tract 5.
- 4(a) It is agreed that Third Party desires to drain a wet area on Tract 3 by installing a tile line near the southeast corner of Tract 3 running south from the wet area on Tract 3 approximately 1500 feet into the north ditch of the road right-of-way, along the south boundary of Tract 3 where the tile line will connect into the existing tile and drainage system previously installed by the Third Party and Fourth Party and Fifth Party described in paragraph 3(a) above.
- 4(b) It is agreed that the Third party is hereby granted permission to install at Third Party's sole expense the tile line described in paragraph 4(a) above.
- 4(c) It is further agreed that the future maintenance and repair of said tile line described in paragraph 4(a) above shall be the sole expense of the Third Party, her heirs, successors and assigns in interest to Tract 3.
- 4(d) Fourth Party and Fifth Party acknowledge the receipt of \$250.00 each from the Third Party as and for full consideration for connection of the tile and drainage system described in paragraph 3(a) above.
5. The parties hereto, for themselves, their heirs, successors and assigns in interest to their respective tracts, do hereby grant to the other parties, their heirs, successors and assigns in interest to their respective tracts, a perpetual easement in and to his, her or their said premises, to do the necessary repairs and maintenance on the tile and drainage systems described herein each of the respective parties hereto is obligated to do under the terms of this Tile and Drainage Systems Agreement.
6. The parties hereto do hereby further agree that the tile and drainage systems described herein shall be solely for the use and benefit of the above described Tracts 1, 2, 3, 4 and 5.

7. This Tile and Drainage Systems Agreement supersedes and replaces in its entirety an Agreement dated October 8th, 1980, filed January 28th, 1981, in the Murray County Recorder's office as Microfilm Document Number 163180, executed by the record owners of Tracts 1, 2, 3, 4 and 5.

IN WITNESS WHEREOF, the parties hereto and their spouses, on behalf of themselves, their heirs, successors and assigns in interest to their respective tracts, have set their hands the date first above written.

Wayne Carlson  
Wayne Carlson

Rosemary Carlson  
Rosemary Carlson wife of Wayne Carlson

Willis F. Crow  
Willis F. Crow - a single man

Iva M. Goergen  
Iva M. Goergen

Ray F. Goergen  
Ray F. Goergen - husband of Iva M. Goergen

Kevin W. Carlson  
Kevin W. Carlson - a Trustee of the Kevin W. Carlson Revocable Living Trust dated April 18, 2008 and Susan E. Carlson Revocable Trust dated April 18, 2008

Susan E. Carlson  
Susan E. Carlson - a Trustee of the Susan E. Carlson Revocable Living Trust dated April 18, 2008 and Kevin W. Carlson Revocable Living Trust dated April 18, 2008

Richard A. Miller  
Richard A. Miller

Lynn M. Miller  
Lynn M. Miller



