

A G R E E M E N T

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1967, by and between,

Fred Heckman and Louise Heckman, his wife, and Gilbert Schwanz and Lucille Schwanz, his wife, parties of the first part;  
Kenneth Coleman and Mildred Coleman, his wife, parties of the second part;  
Fred M. Quindel and Esther Quindel, his wife, parties of the third part;  
Karl F. Wentzel and Magdalena Wentzel, his wife, and Edgar G. Mummy and Myrna E. Mummy, his wife, and Amanda Gieseke and Arthur H. Gieseke, her husband, parties of the fourth part;  
Carl H. Vogt and Marjorie Vogt, his wife, and David Vogt and Marilyn Vogt, his wife, and Winfred Vogt and Carol Vogt, his wife, and Hulda Vogt, a single person, parties of the fifth part;  
Lester Pierson and Susan Pierson, his wife, parties of the sixth part;  
Clellan Sharp and Earline Sharp, his wife, parties of the seventh part;  
Martin J. Geistfeld and Christina Geistfeld, his wife, parties of the eighth part;  
Ernest Selsvold and Malinda Selsvold, his wife, and Reuel Ebert and Clara Ebert, his wife, parties of the ninth part;  
Waverly Township, Martin County, Minnesota, party of the tenth part;  
County of Watonwan, a Municipal Corporation, party of the eleventh part;

WITNESSETH, Whereas the parties to this agreement have already constructed an open ditch and a tile drain system and are desirous of entering into an agreement for the purpose of perpetuating their agreements in reference to said drainage system, and provide for the permanent maintenance and repair thereof, and

WHEREAS, The parties hereto are the owners of the following lands, viz:

First parties: West 120 acres of Southeast Quarter of Section 34; Northeast Quarter of Southwest Quarter of Section 34, All in Township 105, Range 31, Watonwan County, Minnesota

**Second parties:**

East Half of Northeast Quarter of Section 34, Township 105, Range 31, Watonwan County, Minnesota.

**Third parties:**

West Half of Northeast Quarter of Section 34, Township 105, Range 31, Watonwan County, Minnesota.

**Fourth parties:**

Northwest Quarter of Section 34, Township 105, Range 31, Watonwan County, and South Half of Southwest Quarter of Section 27, Township 105, Range 31, Watonwan County, Minnesota.

**Fifth parties:**

Northeast Quarter of Section 33; North Half of Southeast Quarter of Section 33; North Half of Southwest Quarter of Section 33, all in Township 105, Range 31, Watonwan County, Minnesota.

**Sixth parties:**

South Half of Southwest Quarter of Section 34; Northwest Quarter of Southwest Quarter of Section 34; South Half of Southeast Quarter of Section 33, all in Township 105, Range 31, Watonwan County, Minnesota.

**Seventh parties:**

South Half of Southwest Quarter of Section 33; East 100 acres of Southeast Quarter of Section 32 All in Township 105, Range 31, Watonwan County, Minnesota.

**Eighth parties:**

West 30 acres of the Southwest Quarter of Southeast Quarter of Section 32; East 10 acres of Southeast Quarter of Southwest Quarter of Section 32, all in Township 105, Range 31, Watonwan County, Minnesota.

**Ninth parties:**

Northwest Quarter of Section 4, Township 104 Range 31, Martin County, Minnesota.

**Tenth parties:**

Highway between Sections 4 and 5 in Township 104, Range 31, Martin County, Minnesota

**Eleventh parties:**

(a) Highway between Sections 33 and 34 in Township 105, Range 31, Watonwan County, and Sections 4 and 5 in Township 104, Range 31 Martin County, Minnesota.

(b) Highway No. 8 between Sections 33 and 34 in Township 105, Range 31, Watonwan County, Minnesota.

and

WHEREAS, The following parties to this agreement have

contributed to the laying and construction of said drainage

system as follows:

First parties	\$900.00
Second parties	400.00
Third parties	1500.00
Fourth parties	4300.00
Fifth parties	5360.00
Sixth parties	980.00
Seventh parties	4460.00
Eighth parties	540.00
Ninth parties	800.00
Tenth parties	139.00
Eleventh parties	447.56

NOW THEREFORE, For a good and valuable consideration, and in consideration of the promises and agreements herein contained, the receipt of which is hereby acknowledged by each of the parties hereto.

IT IS MUTUALLY AGREED AS FOLLOWS:

1.

That the main drainage system has been laid and established approximately along the following course, to-wit:

Open Ditch - Commencing at a point 2200 feet west and 340 feet north of the Southeast corner of Section 35, Township 105, Range 31; thence west approximately 300 feet; thence northwest 200 feet; thence north 1000 feet; thence west 400 feet; thence north 600 feet; thence west 500 feet; thence north 400 feet; thence west 600 feet; thence northwest 1000 feet; thence west to the east line of Section 34 at a point 2640 feet south of the northeast corner of Section 34; thence west 200 feet; thence north 700 feet; thence west 1000 feet to a point which is 1320 feet west and 1840 feet south of the northeast corner of Section 34; thence northwest 800 feet which is the end of the open ditch.

Tile - Commencing at the end of the open ditch; thence west 600 feet to a point 2640 feet west and 1420 feet south of the northeast corner of Section 34; thence west and southerly a distance of approximately 3000 feet; thence crossing County State Highway No. 8 at a point 2520 feet south of the northeast corner of Section 33; thence in a west and southerly direction a distance of 3000 feet; thence south 600 feet; thence west and southerly a distance of 1400 feet; thence southwesterly a distance of 500 feet to a point 1320 feet north and 250 feet east of the southeast corner of Section 32; thence in a southwest direction a distance of 1600 feet; thence crossing County Highway between Watonwan and Martin Counties at a point 660 feet east of the Northwest corner of the northwest quarter of Section 4, Township 104, Range 31; thence in a southwest direction a distance of 785 feet crossing Waverly Township road between Section 4 and

Section 5 in Township 104, Range 31 at a point 600 feet south of the northwest corner of Section 4, Township 104 Range 31 there connecting with an 18 inch tile previously laid.

The tile at the point of commencement thereof and for 4700 feet is a 20 inch tile and the balance thereof is an 18 inch tile.

2.

The cost of the maintenance of the foregoing described drainage system shall be paid for from time to time by the respective parties hereto on the following basis, including maintenance and repairs/incurred since the completion of said ditch prior to entering into this agreement:

1.	Fred Heckman, et al	13%
2.	Kenneth Coleman, et al	4%
3.	Fred M. Quindel, et al	6%
4.	Karl F. Wentzel, et al	20%
5.	Carl H. Vogt, et al	18%
6.	Lester Pierson, et al	14%
7.	Clellan Sharp, et al, Watonwan Co	15%
	Clellan Sharp, et al, Martin Co	none
8.	Martin J. Geistfeld, et al	4%
9.	Ernest Selsvold, et al	6%
10.	Waverly Township	none
11.	County of Watonwan	none
		<hr/>
		100%

3.

No property owner may agree to let any other land drain into this system without the written consent of all other parties to this agreement.

4.

Each of the parties to this agreement does hereby grant to the other parties the perpetual right to use said open ditch and tile drain described in paragraph No. 1 of this agreement for the purpose of draining their respective lands.

5.

Each of the parties to this agreement shall at all times have the right to construct at their own cost on their own lands such additional branches and laterals and connect

the same with the main drainage system above described as located on their said respective lands as they may deem necessary or expedient for the drainage of their respective tracts of land. The cost of construction and maintenance of such additional branches and laterals shall at all times be borne by the party or parties so constructin the same.

6.

In event the main drainage system shall require maintenance or rebuilding at anytime, then any one or more of the parties to this agreement may demand in writing that the others join in causing said work to be done, and if thirty days elapse after written demand is made on the owners of the land and they or any of them do not join in doing said work and furnishing material, then one or more of the then owners may cause said main tile drain to be repaired or reconstructed. Such person or persons making said repairs or reconstruction shall keep an account of the cost and expense thereof, and after demanding payment of the shares which the other respective land owners should pay may bring suit and recover from the others the proportionate cost thereof in an action at law or otherwise, and if judgment is entered the same shall become a specific lien on the property of the person or persons not paying.

The right to the foregoing action shall not be construed as barring any right or remedy which such person forcing collection may have or be permitted at law or equity.

7.

Each of the parties to this agreement does hereby grant to the other the right to go upon the lands of the other for the purpose of making inspection, repairs or reconstruction of any part of said tile drain system herein described, and may do

all necessary acts and things on the lands of the others for the purpose of transporting material and laborers, and to do any and all things necessary in the digging, laying, construction, repair and maintenance of said main tile drain system except unnecessary damage to the crops that may be growing on said lands.

8.

In event of a sale or transfer of any of the lands owned by the respective parties to this agreement, their respective successor or successors in interest shall be liable for the proportionate part of the cost of repair, maintenance or reconstruction of said main drainage system herein described on the basis of the percentage which each is to pay for the maintenance as hereinbefore provided.

9.

The approximate number of acres draining into the system and the basis upon which the assessments and percentages are agreed upon is as follows:

First parties	140 acres
Second parties	80 "
Third parties	80 "
Fourth parties	200 "
Fifth parties	190 "
Sixth parties	180 "
Seventh parties	160 "
Eighth parties	40 "
Ninth parties	90 "

10.

This agreement shall bind the heirs, executors, administrators and assigns of the respective parties hereto, and shall be considered as a covenant running with the land.

IN TESTIMONY WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

IN PRESENCE OF:

- |                             |                              |
|-----------------------------|------------------------------|
| _____                       | 1. <u>Fred Heckman</u>       |
| _____                       | 2. <u>Louise Heckman</u>     |
| <u>As to Nos. 1 and 2</u>   | 3. <u>Gilbert Schwanz</u>    |
| _____                       | 4. <u>Lucille Schwanz</u>    |
| <u>As to Nos. 3 and 4</u>   | 5. <u>Kenneth Coleman</u>    |
| _____                       | 6. <u>Mildred Coleman</u>    |
| <u>As to Nos. 5 and 6</u>   | 7. <u>Fred M. Quindel</u>    |
| _____                       | 8. <u>Esther Quindel</u>     |
| <u>As to Nos. 7 and 8</u>   | 9. <u>Karl F. Wentzel</u>    |
| _____                       | 10. <u>Magdalena Wentzel</u> |
| <u>As to Nos. 9 and 10</u>  | 11. <u>Edgar C. Mummy</u>    |
| _____                       | 12. <u>Myrna E. Mummy</u>    |
| <u>As to Nos. 11 and 12</u> | 13. <u>Amanda Gieseke</u>    |
| _____                       | 14. <u>Arthur H. Gieseke</u> |
| <u>As to Nos. 13 and 14</u> | 15. <u>Carl H. Vogt</u>      |
| _____                       | 16. <u>Marjorie Vogt</u>     |
| <u>As to Nos. 15 and 16</u> | 17. <u>David Vogt</u>        |
| _____                       | 18. <u>Marilyn Vogt</u>      |
| <u>As to Nos. 17 and 18</u> | 19. <u>Winfred Vogt</u>      |
| _____                       | 20. <u>Carol Vogt</u>        |
| <u>As to Nos. 19 and 20</u> | 21. <u>Hulda Vogt</u>        |
| _____                       | <u>As to No. 21</u>          |

IN PRESENCE OF:

- \_\_\_\_\_  
As to Nos. 22 and 23
- \_\_\_\_\_  
As to Nos. 24 and 25
- \_\_\_\_\_  
As to Nos. 26 and 27
- \_\_\_\_\_  
As to Nos. 28 and 29
- \_\_\_\_\_  
As to Nos. 30 and 31
- \_\_\_\_\_  
As to No. 32
- \_\_\_\_\_  
As to No. 33
22. Lester Pierson
23. Susan Pierson
24. Clellan Sharp
25. Earline Sharp
26. Martin J. Geistfeld
27. Christina Geistfeld
28. Ernest Selsvoid
29. Malinda Selsvoid
30. Reuel Ebert
31. Clara Ebert
32. WAVERLY TOWNSHIP, MARTIN COUNTY,  
MINNESOTA  
By \_\_\_\_\_  
By \_\_\_\_\_  
By \_\_\_\_\_
33. COUNTY OF WATONWAN, A MUNICIPAL  
CORPORATION  
By Chairman  
By County Auditor