

AGREEMENT TO EXTEND TILE LINE

THIS AGREEMENT, is made this ____ day of _____, 1991, by and between David Eischen, a single person; Wilbert Eischen and Evelyn Eischen, husband and wife; and Glen Eischen, a single person; Gilbert Windschitl and Marlene Windschitl, husband and wife; Peter Windschitl and Lois Windschitl, husband and wife; William C. Weber, Jr., and Evelyn Weber, husband and wife; Clarence Weiss and Irene Weiss, husband and wife; Alvin Helget, a single person, Wood Farms, a partnership consisting of Burton Wood and Milo Wood; Marge Carlson, a single person; Elner Carlson and Josephine Carlson, husband and wife; Howard E. Johnson and Connie Johnson, husband and wife; and Peoples State Bank of Comfrey, a Minnesota Banking Corporation; all collectively hereinafter referred to as first parties, and Warren Green and Helen Green, husband and wife; and Lee Erickson and Gail Erickson, hereinafter collectively referred to as second parties.

WHEREAS, first parties or their predecessors in interest did associate together for the purpose of constructing an open ditch pursuant to a Tile Line Agreement dated November 17, 1983, and,

WHEREAS, said agreement provided a covenant on the part of each party that they would not cause or permit lands other than the real estate described in such agreement to be connected to the open ditch to be constructed, and,

WHEREAS, Warren Green and Helen Green are the owners of certain real estate described as the East One-half of the West One-half of the Southeast Quarter (E1/2 W1/2 SE1/4), Section Twenty-three (23), and the West One-half of the Northeast Quarter (NE1/4), Section Twenty-six (26), all in Township One Hundred Eight (108), Range Thirty-four (34), Brown County, Minnesota, and,

WHEREAS, Lee Erickson and Gail Erickson are the owners of the East One-half of Southwest Quarter (E1/2 SW1/4) and the South Two-thirds of the East One-half of the Northwest Quarter (S2/3 E1/2 NW1/4), Section Twenty-six (26), Township One Hundred Eight (108), Range Thirty-four (34), Brown County, Minnesota, and,

WHEREAS, Second parties desire to drain the land owned by them into the open ditch previously constructed by first parties, and first parties desire to allow second parties to connect to said open ditch according to the terms hereof.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

I.

First parties hereby grant to second parties the right to connect a tile line as hereinafter described to the open ditch system, together with the right of flowage through the open ditch system and the right to connect such tile lines located on their lands above-described so as to drain their lands into said open ditch. The tile line to be installed by second parties shall commence at a point on the East line of the lands owned by Lee Erickson and Gail Erickson, and thence proceed Northeasterly and Northerly across the West One-half of the Northeast Quarter, Section Twenty-six, Township One Hundred Eight, Range Thirty-four, Brown County, Minnesota, and thence proceed Northerly and Northwesterly across the East One-half of the West One-half of the Southeast Quarter, Section Twenty-three, Township One Hundred Eight, Range Thirty-four, Brown County, Minnesota, and thence proceed Northwesterly across the West One-half of the West One-half of the Southeast Quarter, Section Twenty-three, Township One Hundred Eight, Range Thirty-four, Brown County, Minnesota, and there terminate in the open ditch as now located upon said last described premises. Such tile line shall be constructed of eight inch cement tile along the general course described above. Second parties shall be solely responsible for future repairs and maintenance to such tile line as they shall agree between themselves.

II.

Second parties do agree that in the event that the open ditch system to which the tile line to be installed by them is to be connected shall in the future need maintenance or repairs, that they will share in the cost of such future maintenance and repairs on the open ditch system such that Warren Green and Helen Green shall pay 10% of all such costs and Lee Erickson and Gail Erickson shall pay 20% of all such costs.

III.

Second parties covenant and agree that they will not cause or permit lands other than the real estate above-described as owned by them to be connected to the open ditch or to the tile line to be installed by them. Provided, however, that this shall in no way limit the right of second parties to connect such tile lines as are located wholly on the property described-above as owned by them from being connected to such tile line to be installed by them, and Howard Johnson and Connie Johnson shall have the right to connect such tile lines as

are located wholly on the property described as the West One-half of the West One-half of the Southeast Quarter (W1/2W1/2SE1/4), Section Twenty-three (23), Township One Hundred Eight (108), Range Thirty-four (34), Brown County, Minnesota, to the title line to be installed by second parties.

IN WITNESS WHEREOF, the parties have executed this agreement the date and year first above-written.

David Eischen, first party

Alvin Helget
Alvin Helget, first party

Gilbert Windschitl
Gilbert Windschitl, first party

Wood Farms, first party

Marlene Windschitl
Marlene Windschitl, first party

Marge Carlson
Marge Carlson, first party

Peter Windschitl, first party

Elnor W Carlson
Elnor Carlson, first party

Lois Windschitl, first party

Josephine Carlson
Josephine Carlson, first party

William C. Weber, Jr.
William C. Weber, Jr., first party

Howard E. Johnson
Howard E. Johnson, first party

Evelyn Weber
Evelyn Weber, first party

Connie Johnson
Connie Johnson, first party

Clarence Weiss, first party

Warren Green
Warren Green, second party

Irene Weiss, first party

Helen Green
Helen Green, second party

Lee Erickson
Lee Erickson, second party

Gail Erickson
Gail Erickson, second party

Peoples State Bank of Comfrey,
first party

Wilbert Eischen, first party

Evelyn Eischen, first party

Glen Eischen, first party