

PRIVATE DRAINAGE SYSTEM AGREEMENT  
AND RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of ~~October~~ <sup>NOVEMBER</sup>, 1979, by and between Siegfried Johnson and Doris Johnson, husband and wife, hereinafter referred to as JOHNSON; Marshall Tonneson and Margaret Tonneson, husband and wife, hereinafter referred to as TONNESON; and, Walter Sands and Vivian Sands, husband and wife, hereinafter referred to as SANDS; and, Cecelia Sandborg, a single person, hereinafter referred to as SANDBORG; Kim Olson and Nancy Olson, husband and wife, hereinafter referred to as OLSON; and, Clayton Wetterberg, a single person, hereinafter referred to as WETTERBERG.

WHEREAS, parties JOHNSON are the owners of the following described real estate located in the County of Watonwan, State of Minnesota, to-wit:

The SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Sec11, T105N, R33W, and the parties TONNESON are the owners of the following described real estate which adjoins the real estate of parties JOHNSON:

The NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , <sup>East of Railroad</sup> Sec12, T105N, R33W, and the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Sec11, T105N, R33W, and the parties SANDS are the owners of the following described real estate which adjoins the real estate of the parties TONNESON:

The SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Sec12, T105N, R33W, and the party SANDBORG is the owner of the following described real estate which adjoins the real estate of the parties SANDBORG and SANDS:

The SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Sec12, T105N, R33W, and the NE $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Sec12, T105N, R33W, and the parties OLSON are the owners of the following described real estate which adjoins the real estate of party SANDBORG:

The NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Sec12, T105N, R33W, and the party WETTERBERG is the owner of the following described real estate which adjoins the real estate of the parties SANDS and SANDBORG:

The NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Sec12, T105N, R33W; and

WHEREAS, there is presently, and for a number of years last past, has been established and in existence a system of private tile drains, over and across the lands of the parties to this agreement, the course of/which is generally described as follows;

Beginning in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Sec11, T105N, R33W (JOHNSON) and continuing thereafter in a northwesterly direction over and across the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Sec12, T105N, R33W (TONNESON), then over and across the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Sec12, T105N, R33W (SANDS), then over and across the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Sec12, T105N, R33W (SANDBORG), then over and across the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Sec12, T105N, R33W (SANDBORG), then over and across the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Sec12, T105N, R33W (OLSON), and thereafter continuing in an easterly direction across Watonwan County Highway 19 and outletting into a natural water course or open ditch in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Sec. 7, Long Lake Township, Watonwan County, Minnesota, which system also includes branches running in a westerly direction from a junction with the aforesaid main located in the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec12, T105N, R33W (SANDBORG), and continuing thereafter into the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Sec12, T105N, R33W (WETTERBERG), and also into the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Sec12, T105N, R33W (SANDS); which system (not including secondary tributary branches thereto) is generally illustrated by the sketch marked Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, the parties hereto are desirous of reaching formal written agreement covering among other things the future repair and maintenance of the/aforesaid drain system, the establishment of definite watershed boundaries for said system, the granting of mutual and reciprocal outlet easements for said system, and the resolution of certain pending disputes with respect to said system;

NOWHEREFORE, and in consideration of the mutual promises and covenants recited herein, the parties hereto do hereby agree as follows:

1. MUTUAL AND RECIPROCAL EASEMENT:

Each party hereto does hereby grant, bargain and sell unto every other party hereto, their heirs and assigns, a perpetual easement for drainage outlet purposes, to the extent necessary to maintain and continue in operation the aforesaid tile drainage system including

all branches tributary thereto located within the watershed of said system as defined hereinbelow, said system to include a perpetual right, license and privilege to maintain and repair any portion of said tile system, and to enter upon the lands of the parties to this agreement at reasonable times and when necessary without doing damage to growing crops, to effect necessary repair and maintenance to said tile drainage system.

2. WATERSHED DEFINED:

The watershed for this private tile drainage system shall include lands only within the following 40 acre parcels:

<u>DESCRIPTION</u>	<u>CURRENT OWNER</u>
SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ , Sec11, T105N, R33W	JOHNSON
NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ , Sec12, T105N, R33W and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ , Sec11, T105N, R33W East of Railroad	TONNESON
SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ , Sec12, T105N, R33W	SANDS
SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ , Sec12, T105N, R33W and the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ , Sec12, T105N, R33W (20 acres)	SANDBORN
NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ , Sec12, T105N, R33W	OLSON
NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ , Sec12, T105N, R33W	WETTERBERG
SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ , Sec12, T105N, R33W	CORA ECKSTROM

Any party to this agreement, his heirs and assigns, and Cora Eckstrom, her heirs and assigns with respect to the 40 acre parcel described hereinabove, shall have the perpetual right to construct or maintain tile branches into the main tile system described hereinabove, draining any portion of the aforescribed parcels of land into the system. No party to this agreement or his or her heirs and assigns shall have the right to construct or maintain tile branches draining subsurface waters from any area outside of the above described watershed area, into the system without the unanimous consent, in writing, of all parties to this agreement, their heirs and assigns.

FUTURE REPAIR, MAINTENANCE, OR IMPROVEMENT:

For purposes of this agreement, repairs and maintenance are defined as any work reasonably necessary to repair or return the main of the system \*\* to its originally constructed size, capacity and efficiency. Any work which will result in a deepening or enlarging of the main of the system \*\* from that as originally constructed shall be deemed an improvement. The determination as to need for undertaking any future repair or maintenance shall be my majority vote of the parties hereto their heirs and assigns (total of six votes to be cast). Upon a determination that repairs shall be accomplished, any party hereto or his heirs and assigns may carry out the necessary work by doing same himself or herself or through contract with others. When said work has been completed, the cost or reasonable value thereof shall be shared by the parties hereto, their heirs and assigns as follows:

<u>PARTY</u>	<u>SHARE</u>
JOHNSON	1/6
TONNESON	1/6
SANDS	1/6
SANDBORG	1/6
OLSON	1/6
WETTERBERG	1/6*

\*Except that WETTERBERG, his heirs and assigns shall have no liability for any repair accomplished on the main above the junction of the branch draining the WETTERBERG 40 into the main, nor shall WETTERBERG have any vote with respect to determination on need for any of said repairs. Expense of said repairs to be shared on a one-fifth each basis by the remaining parties, their heirs and assigns.

Future improvements, if any, to be accomplished only upon unanimous consent, in writing, of all parties to this agreement, their heirs and assigns, including unanimous agreement as to the terms and conditions for sharing the costs of said improvements.

\*\* The main of the system is defined as beginning at the east-west dividing line between the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Sec. 12, T105N, R33W (TONNESON) and the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Sec. 12, T105N, R33W (SANDS) and continuing thereafter in a northeasterly direction and ending at the east line of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Sec. 12, T105N, R33W (OLSON), excluding any and all branches.

4. RESOLUTION OF PENDING DISPUTE:

To resolve pending disputes concerning outlet rights into the  
aforescribed drainage system, parties TONNESON and JOHNSON do each  
hereby agree to pay the sum of \$400.00 each (\$800.00 total) for outlet  
rights. Said sum to be paid over to and divided equally between  
parties SANDBORG, OLSON, and SANDS (one-third or \$266.66 to each party).  
In consideration of said payments physical connection may be accomplished  
between the TONNESON-JOHNSON portion of the main and the balance of the  
main at or near the east-west boundary line between the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ ,  
Sec12, T105N, R33W (SANDS) and the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Sec12, T105N, R33W  
(TONNESON). Work necessary to accomplish said physical connection to be  
done by and at the expense of SANDS.

5. EXPENSE SHARING:

Expenses and fees of Mr. Cal Schrupp, Gaylord, Minnesota, in  
viewing this project and negotiating agreement between the parties and  
expenses of James Malecki, Attorney at Law, New Ulm, Minnesota, in  
preparing this agreement and recording same to be shared equally by the  
parties (one-sixth each).

6. PERPETUAL AGREEMENT:

All of the terms, covenants and conditions hereof shall run with  
the land of the respective parties hereto, and shall be binding upon  
their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands  
this 27<sup>TH</sup> day of ~~October~~<sup>NOVEMBER</sup>, 1979.

Siegfried Johnson  
Siegfried Johnson

Doris Johnson  
Doris Johnson

X Marshall Tonnerson  
Marshall Tonnerson

X Margaret Tonneson  
Margaret Tonneson

Walter Sands  
Walter Sands

Vivian Sands  
Vivian Sands

Cecelia Sandborg  
Cecelia Sandborg

Kim Olson  
Kim Olson

Nancy Olson  
Nancy Olson

Clayton Wetterberg  
Clayton Wetterberg

STATE OF MINNESOTA )  
COUNTY OF BLUE EARTH ) SS.

On this 20 day of October, 1979, before me a notary public within and for said County and State personally appeared Marshall Tonneson and Margaret Tonneson, husband and wife, 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.

 MERLIN T. STOLT  
NOTARY PUBLIC—MINNESOTA  
SIBLEY COUNTY  
My Commission Expires 11-4-1980

Merlin T. Stolt  
Notary Public

STATE OF MINNESOTA )  
COUNTY OF WATONWAN ) SS.

On this 27th day of November, 1979, before me a notary public within and for said County and State personally appeared Siegfried Johnson and Doris Johnson, husband and wife; Walter Sands and Vivian Sands, husband and wife; Cecelia Sandborg, a single person; Kim Olson

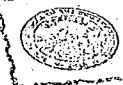
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and Nancy Olson, husband and wife; and, Clayton Wetterbert, a single person, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

R. D. Harder  
Notary Public

This Instrument Was Drafted By:  
GISLASON, DOSLAND, HUNTER & MALECKI  
Attorneys at Law  
One South State Street  
New Ulm, Minnesota 56073  
(507) 354-3111

 R. D. HARDER  
NOTARY PUBLIC—MINNESOTA  
WATONWAN COUNTY  
My Commission expires 3-13-82

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Section 12, Township 105N, Range 33W

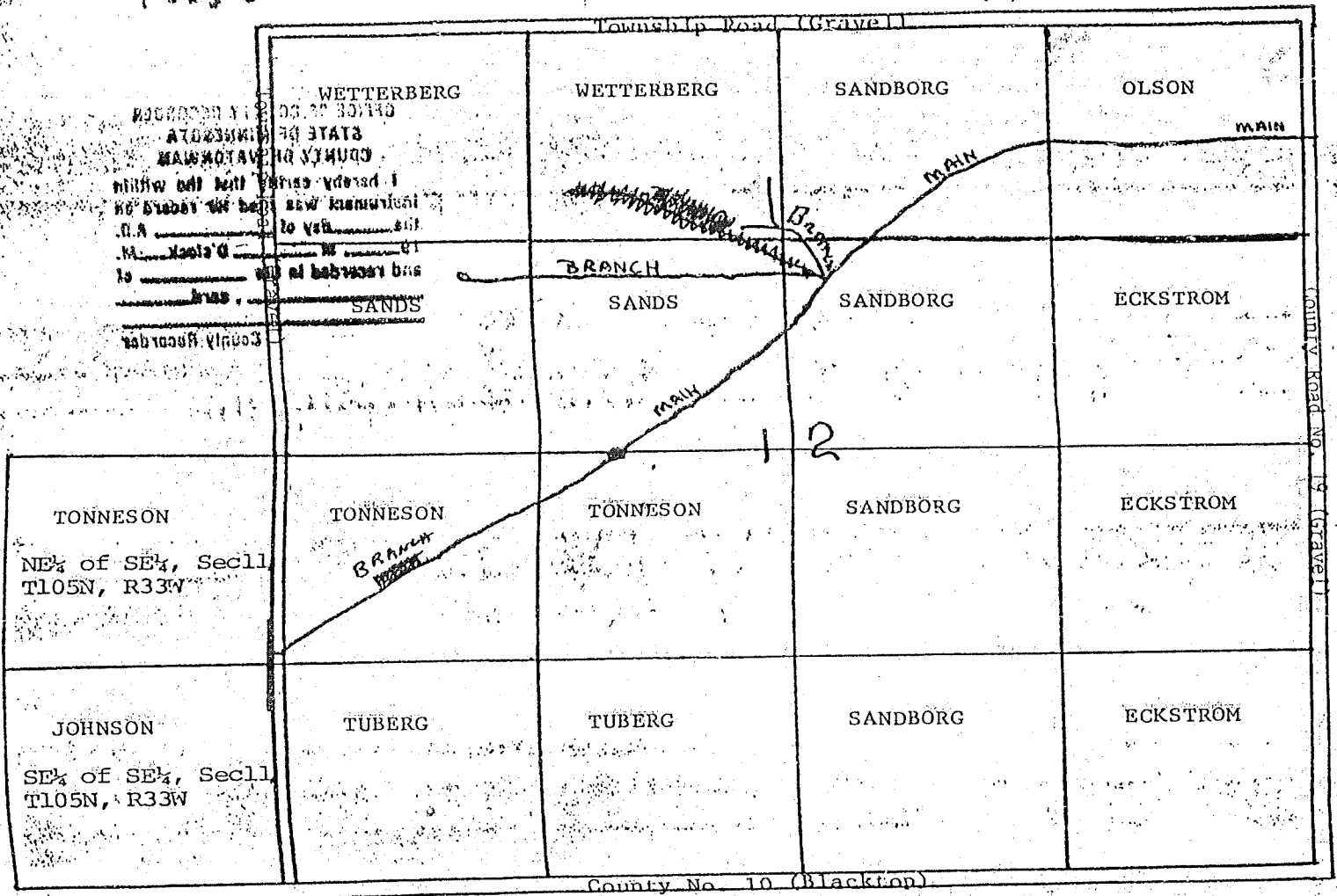


EXHIBIT "A"

#135091  
OFFICE OF COUNTY RECORDER  
STATE OF MINNESOTA  
COUNTY OF WATONWAG

I hereby certify that the within  
instrument was filed for record on  
the 7 day of December A.D.  
1979 at 9:00 o'clock A.M.  
and recorded in file 122 of  
2080

Harren C. Nelson  
County Recorder

*M. Lester*