

Martin County Recorder

Diane Sanders

201 Lake Avenue • Fairmont, MN 56031

**Office of County Recorder
County of Martin, Minnesota
I hereby certify that the within
instrument was filed in this office
for recording on 05/17/2017 3:22 PM
and was duly recorded as Document No
2017R-432996
Diane Sanders, Martin Co Recorder**

**REC FEE: 46.00
PAGES: 25**

ADMINISTRATIVE PAGE

M.S. 507.093 and M.S. 507.24

* Please note - This cover page has been attached to the document for recording purposes. It is a permanent part of the document and has been included in the page count.



Krahmer
Law Firm
(E) 24 PGS
PD

556CR381
CERTIFIED, FILED AND/OR RECORDED ON
05/01/2017 2:08 PM
BLUE EARTH COUNTY, MN
MICHAEL STALBERGER COUNTY RECORDER
TAXPAYER SERVICES DIRECTOR
REC FEE: 46.00EXEMPT: N
MRT PD: EXEMPT: N/A
PAGES: 24

PRIVATE DRAINAGE AGREEMENT

THIS PRIVATE DRAINAGE AGREEMENT is made and entered into this 26th day of April, 2017 by Marvin Borkenhagen, a single person (Borkenhagen), Mary Breitbarth, a single person, (Breitbarth), Brian Hendricksen and Dawn Hendricksen, husband and wife (Hendricksen), Bernard Murphy Farms, LP (Murphy), Henry J Schultz Inc., a Minnesota corporation (Henry J Schultz, Inc.), Roland A. Wendt and Debra J. Wendt, husband and wife (Wendt), William Hinrichs and Judith Hinrichs, husband and wife (Hinrichs). Only Borkenhagen, Breitbarth, Hendricksen, Murphy and Henry J Schultz Inc. are collectively the "Benefitting Parties".

Recitals

Each of the parties above represents and warrants that they own the respective real property parcels ascribed to their name as set forth in Exhibit A.

The Benefitting Parties desire to install and maintain a common drainage main usable as a suitable outlet for water, as more specifically described in Exhibit B.

The proposed common drainage main will pass through the properties of Wendt and Hinrichs, who wish to allow the installation and maintenance of the outlet, but do not desire to share in its costs and benefits.

This Agreement is intended to set forth the easements, obligations, limited benefits and agreements among the parties hereto.

Now Therefore, the parties hereto agree as follows:

1. New Drainage Main; Easements. Each of the parties hereto hereby agrees and consents to the design and construction of the new drainage main as set forth in Exhibit B hereto (the "New Drainage Main"). Exhibit B contains the agreed details of the approximate location, distances, tile sizes, grades and other relevant details of the New Drainage Main. The New Drainage Main design may not be materially altered unless all of the parties hereto agree in writing. Each party hereto grants to each Benefitting Party a drainage easement to use the New Drainage Main and an easement of access to the New Drainage Main for purposes of installing, inspecting and repairing the New Drainage Main.



The parties agree that only the 353 acres of real properties described in Exhibit A may connect to and benefit from the New Drainage Main, which benefitted areas are up to:

- 80 acres of the Breitbarth Farm,
- 80 acres of the Borkenhagen Farm,
- 131 acres of the Hendricksen Farm,
- 35 acres of the Henry J Schultz, Inc. and
- 27 acres of the Murphy Farm.

Each of the Benefitting Parties may attach existing private tile lines and install new private tile lines connecting to the New Drainage Main, provided that said private tile lines only drain the stated and mapped acres as set forth in Exhibit B. No connection of private tile lines to the New Drainage Main is permitted on the Wendt Farm nor the Hinrichs Farm.

2. Costs; Installation.

(a) All costs of designing, installing, maintaining and repairing the New Drainage Main shall be paid by the then owning landowners as follows:

Borkenhagen Farm:	22.663%
Breitbarth Farm:	22.663%
Hendricksen Farm:	37.110%
Murphy Farm	7.649%
Henry J Shultz, Inc.	9.915%

(b) The parties agree that Ekstrom Drainage LLC, LLC shall be hired as the general contractor and tile installer charged with completing the installation of the New Drainage Main. Air-Row Surveying, LLC has been and shall continue to be hired as the designer of the New Drainage Main. These parties shall endeavor to install the New Drainage Main as designed in Exhibit B starting as early as possible in the spring of 2017 and shall endeavor to minimize work during planting season. A majority of the parties may agree in writing to replace said contractors if they are unable to perform timely and appropriately with respect to the installation of the New Drainage Main. Ekstrom Drainage, LLC is instructed, to the best of its ability and actual knowledge, to attach all existing tile lines cut during installation of the New Drainage Main on the Benefitting Properties to the New Drainage Main.

(c) Upon execution of this Agreement, each of the Benefitting Parties agree to deliver the following amounts to Ekstrom Drainage, LLC to be held in escrow (approximately 15% of the total project), which funds shall be used to pay all surveying costs, attorney fees, title searches, and construction costs to the extent possible (and in that order):

Borkenhagen:	\$5,514.84
Breitbarth:	\$5,514.84
Hendricksen:	\$9,030.40
Murphy:	\$1,861.32

Henry J Schultz, Inc. \$2,412.73

TOTAL: \$24,334.13

Upon material completion of the New Drainage Main, the Benefitting Parties agree to pay their allocated percentage of the installation costs within 30 calendar days of receiving invoice from Ekstrom Drainage LLC, LLC.

(d) *Crop Damage During Installation.* During installation of the New Drainage Main, none of the Benefitting Parties shall receive any compensation for crop damage arising during the 2017 crop year. The other parties to this Agreement who are not receiving benefit shall receive compensation for actual crop damage arising from installation of the New Drainage Main. Crop damages shall be calculated based on actual evidence of decreased yield during the construction year based on actual average yields for said field per tillable acre, and the decreased bushels shall have a value equal to the February 2018 delivery price of the particular crop as of December 1, 2017 at the Valero Ethanol Plant, Welcome MN for corn or CHS Soybean Plant in Fairmont, MN for soybeans.

(e) No party hereto shall receive any compensation for entering into this Agreement nor for their granting of the drainage rights and access rights herein, except as otherwise expressly set forth in this Agreement.

3. Private Tile Connections & Repairs. Each of the Benefitting Parties may, at any time and at their sole cost, attach additional underground private tile lines (which may include surface water intakes) which may drain the designated acres of their Property into the New Drainage Main. Each of the Benefitting Parties may maintain and repair their own private tiles lines in their own discretion and at their own cost.

4. New Drainage Main Repairs. The parties shall use their best efforts and cooperate in completing any and all repairs and maintenance to the New Drainage Main, which work shall be completed to the extent possible during non-crop producing portions of each year. Any Benefitting Party shall have the right to initiate and complete reasonable repairs and maintenance to the New Drainage Main without prior notice to the other parties hereto, provided, however, in order to receive reimbursement the repairing party must submit documentation evidencing the repair or maintenance need, and the actual costs of completing said repairs, and provided further, that no Benefitting Party may complete maintenance or repairs that for a given crop year are in excess of \$10,000 without delivering 30 calendar days prior written notice to the other Benefitting Parties.

If such maintenance and/or repairs are undertaken during the time of growing crops and results in actual yield reduction to a growing crop of a party hereto, then the crop damages shall be reimbursed by the Benefitting Parties pursuant to the percentages set forth in paragraph 2(a) above. Crop damages shall be calculated based on actual evidence of decreased yield at the end of the given crop year based on actual average yields for said field per tillable acre, and the decreased bushels shall have a value equal to the following February delivery price of the particular crop as of December 1 of the crop year at the Valero Ethanol Plant, Welcome MN for corn or CHS Soybean Plant in Fairmont, MN for soybeans (or such successor local delivery sites for the specified crops).

5. Order Evidencing Right to Drain Properties, Mutual Support, Outlet Cleaning Costs. Attached hereto as Exhibit C is a copy of that certain Judgment entered October 30, 1998 relating to Case Number 07-C7-95-001786, wherein it was Adjudged and Decreed that the recited properties were and are permitted to tile and drain their farmland within the specifically identified watershed into the existing Private Ditch. The parties acknowledge the Order, and agree to not violate the Judgement as issued.

The parties hereto each agree to defend their collective rights to existing drainage outlets and to the extent of any challenge to the drainage rights downstream, each party hereto shall participate to defend and maintain said drainage rights and to the extent of costs arising from the Benefitting Party's Properties, said parties shall share costs as mutually agreed or if no agreement then in the percentages set forth in Paragraph 2(a) above.

The parties hereto each agree that if any party to this agreement is legally required by a third-party landowner to reimburse costs for ditch cleaning or maintenance further down the private outlet ditch for this project, then each party hereto agree to contribute their pro-rata portion thereof in accordance with the agreed percentages set forth above.

6. Hinrichs Property Open Ditch Modification. The New Drainage Main will outlet on, over and across a portion of the Hinrichs Property, which outlet is presently a private open ditch (See the Exhibit B survey drawing). Hinrichs may elect, in his discretion and at his cost, to convert up to approximately 500 feet of the open ditch to an enclosed underground tile outlet. The parties hereto each consent to the potential conversion of the open ditch on the Hinrichs Property so long as the changes do not reduce or negatively affect the size, flow or slope of the existing drainage outlet and so long as all reasonable efforts are made to not obstruct or reduce the flow of drainage during construction. To the extent reasonably possible, Hinrichs shall complete the ditch conversion during a time other than a growing crop season (approximately April 15 through October 30).

7. Runs with the Land. This agreement shall run with the land and shall be binding upon the present and future owners of the properties in Exhibit A, as those owners might exist from time to time and it is to benefit the owners of the stated properties as these owners may exist from time to time.

8. Additional Lands; Binding Effect. No additional lands may use or benefit from the New Drainage Main without the prior written consent and agreement of all parties hereto and the recording of such amendment. This Agreement shall be exclusive to the parties herein and not binding upon heirs and assigns. Except as otherwise expressly set forth herein, this Agreement may only be modified by written agreement of all parties owning the properties set forth in Exhibit A.

9. Breach. If any party to this Agreement shall breach any of the terms and conditions herein and it becomes necessary to enforce the terms of this Agreement through court action, arbitration, mediation, or other alternative dispute resolution system, the prevailing party's attorney fees, costs, and

expenses shall be paid by the party not prevailing. Any party may seek actual damages for breach of this Agreement and/or special performance of this Agreement.

10. Attorney Representation. Fred W. Krahmer, of Krahmer Law Firm, PLC, is serving as legal counsel solely as drafter and scrivener for the parties hereto and does not represent any one party to the exclusion of another. As drafter for multiple parties, he is unable to offer exclusive representation or support of unique or individual rights, benefits or burdens relating to this Agreement. Each Party hereto, by signing below, acknowledges that they have been advised to seek and retain independent legal counsel who solely represents their interests, and each party upon execution represents and warrants that they have had the opportunity to seek such independent counsel. This Agreement shall not be construed more strictly against one party than against the other it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

11. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter covered hereby and supersedes all prior Agreements, and may be amended or altered only by a writing signed by all parties to this Agreement.

12. Miscellaneous. This Agreement shall be governed by the laws of the State of Minnesota. More than one (1) copy of this Agreement may be executed and all parties agree to acknowledge that each executed copy shall be a duplicate original. This Agreement may be executed in any number of counterparts, each of which when assembled shall be deemed an original but all of which shall constitute one and the same instrument.

In Witness Whereof, the parties hereto set forth their names in agreement.

Ekstrom Drainage LLC
(executed only for agreement to
The Escrow Agreement in Paragraph 2
Above)

Ekstrom Drainage LLC
By Gary Ekstrom
Its Partner / Treas.

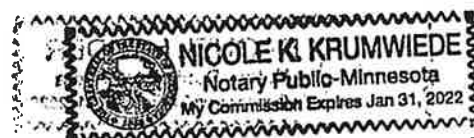
Henry J Schultz, Inc.

Henry J. Schultz, Inc.
By Janet L. Pyrie
Its Secretary / Treasurer

STATE OF MINNESOTA)
COUNTY OF MARTIN)

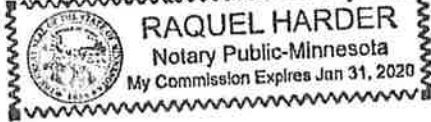
The foregoing instrument was acknowledged before me this 19 day of April, 2017, Gary Ekstrom
on behalf of Ekstrom Drainage LLC, LLC as Partner

Nicole Krumwiede
Notary Public



STATE OF MINNESOTA
COUNTY OF MARTIN

On this 19th day of April, 2017, before me a Notary Public within and for said County, personally appeared Janet L. Tyrrell, on behalf of Henry J. Schultz, Inc., as Sec/Trs., to me personally known, who being by me duly sworn, did say that he/she is the person named in the foregoing instrument.



Raquel Harder
Notary Public

Marvin Borkenhagen

Marvin Borkenhagen

Mary L. Breitbarth

Mary L. Breitbarth

STATE OF MINNESOTA
COUNTY OF MARTIN

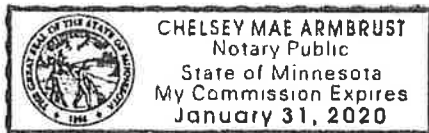
On this 19th day of April, 2017, before me a Notary Public within and for said County, personally appeared Marvin Borkenhagen, a single person, to me personally known, who being by me duly sworn, did say that he is the person named in the foregoing instrument.



Raquel Harder
Notary Public

STATE OF MINNESOTA
COUNTY OF MARTIN

On this 23rd day of April, 2017, before me a Notary Public within and for said County, personally appeared Mary L. Breitbarth, a single person, to me personally known, who being by me duly sworn, did say that she is the person named in the foregoing instrument.



Chelsea Mae Armbrust
Notary Public

Brian Hendricksen

Brian Hendricksen

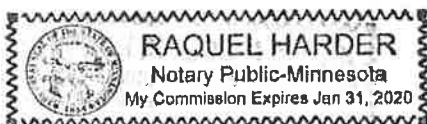
Dawn Hendricksen

Dawn Hendricksen

STATE OF MINNESOTA

COUNTY OF MARTIN

On this 19th day of April, 2017, before me a Notary Public within and for said County, personally appeared Brian Hendricksen and Dawn Hendricksen, husband and wife, to me personally known, who being each by me duly sworn, did say that they are the persons named in the foregoing instrument.



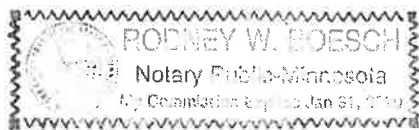
Raquel Harder
Notary Public

William Hinrichs
William Hinrichs

Judith Hinrichs
Judith Hinrichs

STATE OF MINNESOTA
Blue Earth
COUNTY OF ~~MARTIN~~

On this 20th day of April, 2017, before me a Notary Public within and for said County, personally appeared William Hinrichs and Judith Hinrichs, husband and wife, to me personally known, who being by me duly sworn, did say that he is the person named in the foregoing instrument.



Rodney W. Boesch
Notary Public

BERNARD MURPHY FARMS, LP

By _____
Its _____

STATE OF MINNESOTA
COUNTY OF MARTIN

On this ____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared _____ on behalf of Bernard Murphy Farms LP, as _____, to me personally known, who being by me duly sworn, did say that he is the person named in the foregoing instrument.

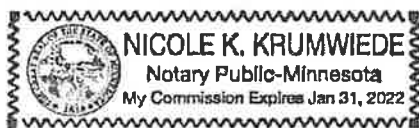
Notary Public

Roland A. Wendt
Roland A. Wendt

Debra J. Wendt
Debra J. Wendt

STATE OF MINNESOTA
COUNTY OF MARTIN

On this 20 day of April, 2017, before me a Notary Public within and for said County, personally appeared Roland A. Wendt and Debra J. Wendt, husband and wife, to me personally known, who being each by me duly sworn, did say that they are the persons named in the foregoing instrument.



Nicole Krumwiede
Notary Public

LENDER CONSENTS TO AGREEMENT:

By execution below, the following parties hereby consent to and subordinate their mortgages and assignments of rents and leases to the terms of this agreement (solely to prevent the removal of this Agreement from the subject properties upon any foreclosure). No lender signing below shall be obligated to pay nor finance in any manner the costs set forth in paragraph 2 hereof.

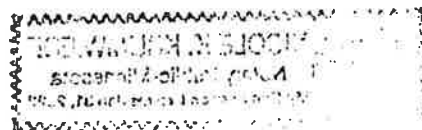
AgStar Financial Services, FLCA
(with respect to the Wendt Farm)

By [Signature] Its AgStar
Rick D. Kjelsberg Lending Services Team Lead

Profinium, Inc.
(with respect to Hendricksen Farm)

By [Signature] Its Profinium
President

THIS INSTRUMENT WAS DRAFTED BY:
Fred W. Krahmer
Krahmer Law Firm, PLC
204 Lake Ave Ste 201
Fairmont, MN 56031
507-238-9432



William Hinrichs

Judith Hinrichs

STATE OF MINNESOTA

COUNTY OF MARTIN

On this ____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared William Hinrichs and Judith Hinrichs, husband and wife, to me personally known, who being by me duly sworn, did say that he is the person named in the foregoing instrument.

Notary Public

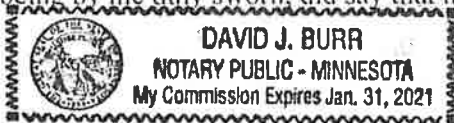
BERNARD MURPHY FARMS, LP

Bernard Murphy
By Bernard Murphy
Its Managing partner

STATE OF MINNESOTA

COUNTY OF MARTIN

On this 21st day of April, 2017, before me a Notary Public within and for said County, personally appeared Bernard Murphy on behalf of Bernard Murphy Farms LP, as MANAGING PARTNER to me personally known, who being by me duly sworn, did say that he is the person named in the foregoing instrument.



David J. Burr
Notary Public

Roland A. Wendt

Debra J. Wendt

STATE OF MINNESOTA

COUNTY OF MARTIN

On this ____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Roland A. Wendt and Debra J. Wendt, husband and wife, to me personally known, who being each by me duly sworn, did say that they are the persons named in the foregoing instrument.

Notary Public

LENDER CONSENTS TO AGREEMENT:

By execution below, the following parties hereby consent to and subordinate their mortgages and assignments of rents and leases to the terms of this agreement (solely to prevent the removal of this Agreement from the subject properties upon any foreclosure). No lender signing below shall be obligated to pay nor finance in any manner the costs set forth in paragraph 2 hereof.

AgStar Financial Services, FLCA
(with respect to the Wendt Farm)

By _____, Its _____

Profinium, Inc.
(with respect to Hendricksen Farm)

By _____, Its _____

THIS INSTRUMENT WAS DRAFTED BY:
Fred W. Krahmer
Krahmer Law Firm, PLC
204 Lake Ave Ste 201
Fairmont, MN 56031
507-238-9432

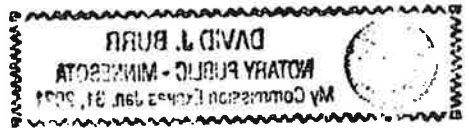


Exhibit A

Borkenhagen Farm:

The West One Half ($W\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Thirty-three (33), Township One Hundred Five (105) North, Range Twenty-nine (29) West of the Fifth Principal Meridian, Blue Earth County, Minnesota.

Hinrichs Farm:

The East Half of the Northwest Quarter ($E\frac{1}{2} NW\frac{1}{4}$) of Section 33, Township 105 North, Range 29 West, EXCEPTING THEREFROM the following described parcel:

That part of the Northeast Quarter of the Northwest Quarter of Section 33, Township 105 North, Range 29 West, Blue Earth County, Minnesota, described as: Beginning at an iron pipe monument designating the North Quarter corner of said Section 33; thence South 00 degrees 11 minutes 42 seconds West (assumed bearing), along the North-South center line of said Section 33, a distance of 680.00 feet; thence North 88 degrees 42 minutes 16 seconds West, 115.97 feet; thence North 51 degrees 50 minutes 00 West, 111.80 feet; thence North 76 degrees 05 minutes 48 seconds West, 127.28 feet; thence North 01 degrees 10 minutes 22 seconds West, 256.93 feet; thence North 85 degrees 21 minutes 22 seconds East, 180.49 feet; thence North 00 degrees 32 minutes 19 seconds West, 307.05 feet to a point on the north line of the Northwest Quarter of said Section 33; thence South 89 degrees 42 minutes 02 seconds East, along said north line, 157.96 feet to the point of beginning. Said parcel contains 3.57 acres, subject to an easement for 105 Street purposes over and across the northerly boundary. Also subject to any other easements of record.

Breitbarth Farm:

The East One-Half ($\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Thirty-two (32), Township One Hundred Five (105), Range Twenty-nine (29)

Hendricksen Farm:

The Northeast Quarter ($NE\frac{1}{4}$) of Section Five (5), Township One Hundred Four (104) North of Range Twenty-nine (29) West of the Fifth Principal Meridian, Martin County, Minnesota

Murphy Farm:

The South Eighty (80) Acres of the Fractional Northwest Quarter ($FrNW\frac{1}{4}$) all in Section Four (4), Township One Hundred Four (104) North of Range Twenty Nine (29) West of the Fifth Principal Meridian.

Henry J Schultz, Inc.:

The Southeast Quarter of Section Five (5) Township One Hundred Four (104) North, Range Twenty-nine (29) West of the Fifth Principal Meridian, containing 160 acres of land, more or less, according to the United States Government Survey thereof.

Wendt Farm:

The East One-half ($E\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section 33, Township 105, Range 29

EXHIBIT B

HENDRIKSEN GROUP MAIN

ESTIMATED TILE

8" - RED	=	550
10" - PURPLE	=	60
12" - GREEN	=	435
18" - DARK	=	795
24" - DARK RED	=	6,355
30" - CYAN	=	200
TOTAL		8,950

R47213300001
75.43 AC
Emanuel Evelyn
Rev Trust

R472133200001
40.00 AC
Meier Alice
2/3 & WH 1/3

R472133200002
40.00 AC
March's William

SECTION 38
PLEASANT MOUND TWP
BLUE EARTH COUNTY

SECTION 38
PLEASANT MOUND TWP
BLUE EARTH COUNTY

BUILDING
SITE

R472133400002
80.00 AC
Bridgman Mary

R47213300001
80.00 AC
Borkenhagen
Marion

R47213300002
80.00 AC
Wendt Ronald &
Deena

500 ACRES

100 ACRES

MAIN A-2016

TREES

COUNTY ROAD 8

4.1 ACRES INCLUDING PART OF ROAD
ADJACENT TO ACRES FROM 1990 OVERFLOW

42± ACRES IN CRP
130050200
170.67 AC
Brian Hendriksen

(EXCLUDED FROM TOTALS)

130040100
272.90 AC
David & Kristin Bunk

1310 ACRES

231± ACRES IN
SURFACE RUNOFF WATERSHED
BASED ON COUNTY WATERSHED LINE

27± ACRES IN
SURFACE RUNOFF WATERSHED
BASED ON SURVEYED WATERSHED LINE
270 ACRES

130040200
234.12 AC
Bernard Murphy Farms LP

SECTION 4
NASHVILLE TWP
MARTIN COUNTY

130040300
10.28 AC
Gerald D Neenan
Etc

SECTION 5
NASHVILLE TWP
MARTIN COUNTY

188± ACRES IN
SURFACE RUNOFF WATERSHED
BASED ON COUNTY WATERSHED LINE
Henry J Schultz Inc
& Jan Lynne

270± ACRES IN
SURFACE RUNOFF WATERSHED
BASED ON SURVEYED WATERSHED LINE

425± ACRES IN
SURFACE RUNOFF WATERSHED
BASED ON SURVEYED WATERSHED LINE
Bonnie J Bloemher Trust
& Bonnie J Bloemher Tr

350 ACRES

130040400
19.83 AC

APPROXIMATE ACREAGE
OUTSIDE WATERSHED

130050500
595.39 AC

Henry J
Schultz Inc
& Jan Lynne

DATE: 3/10/2017
 NAME: HENDRIKSEN GROUP MAIN
 ADDRESS: NASHVILLE TWP MARTIN CO

Air-Row
 Surveying LLC
 Mankato, MN

Acres Dropped	Acres Remain	LINE DESCRIPTION:	MAIN # 1-2016 SW				
		LINE DESCRIPTION:	OFF OPEN DITCH				
		Distance Station	Ground Hub	Flow Line Bottom	Difference Cut	Percent Grade %	Notes
	354.8	0+00	27.36	22.16	5.20	0.10%	30" DW --
		1+00	27.15	22.26	4.89	0.10%	
		2+00	27.22	22.36	4.86	0.25%	24" DW --
		3+00	27.82	22.61	5.21	0.25%	
		4+00	28.05	22.86	5.19	0.25%	
		5+00	28.39	23.11	5.28	0.25%	
		6+00	28.69	23.36	5.33	0.25%	
		7+00	28.86	23.61	5.25	0.25%	
		7+35	29.09	23.70	5.39	0.25%	SLIGHT PI RT SW
		8+00	29.13	23.86	5.27	0.25%	
		9+00	29.59	24.11	5.48	0.25%	
		10+00	29.87	24.36	5.51	0.25%	
		11+00	30.13	24.61	5.52	0.25%	
		12+00	30.35	24.86	5.49	0.25%	
		13+00	30.78	25.11	5.67	0.25%	
		14+00	31.52	25.36	6.16	0.25%	SLIGHT PI LT SxSW - PROPERTY LINE
		15+00	31.08	25.61	5.47	0.25%	
		16+00	31.17	25.86	5.31	0.25%	
		17+00	31.90	26.11	5.79	0.25%	
		18+00	33.07	26.36	6.71	0.25%	
		19+00	33.19	26.61	6.58	0.25%	
		19+15	33.02	26.65	6.37	0.25%	PROPERTY LINE
40	354.8	20+00	32.55	26.86	5.69	0.17%	[BORKENHAGEN]
	314.8 ^	21+00	32.19	27.03	5.16	0.17%	
		22+00	32.34	27.20	5.14	0.17%	
		23+00	32.71	27.37	5.34	0.17%	
		24+00	32.81	27.54	5.27	0.17%	
		25+00	33.05	27.71	5.34	0.17%	
		26+00	33.14	27.88	5.26	0.17%	
		27+00	33.42	28.05	5.37	0.17%	
40	314.8	27+05	33.38	28.06	5.32	0.13%	PI LT SxSW [BORKENHAGEN]
	274.8 ^	28+00	33.79	28.18	5.61	0.13%	
		29+00	33.73	28.31	5.42	0.13%	
		30+00	33.04	28.44	4.60	0.13%	
		31+00	33.38	28.57	4.81	0.13%	
		32+00	34.11	28.70	5.41	0.13%	
		33+00	35.11	28.83	6.28	0.13%	
		34+00	34.83	28.96	5.87	0.13%	
		35+00	34.33	29.09	5.24	0.13%	
		36+00	34.44	29.22	5.22	0.13%	PI RT SW
		37+00	34.75	29.35	5.40	0.13%	

		38+00	35.23	29.48	5.75	0.13%	
		39+00	35.56	29.61	5.95	0.13%	
		40+00	35.79	29.74	6.05	0.13%	
		41+00	35.94	29.87	6.07	0.13%	
		42+00	35.58	30.00	5.58	0.13%	
		43+00	35.90	30.13	5.77	0.13%	
86	274.8	43+85	36.84	30.24	6.60	1.47%	PI LT S [BREITBARTH]
	188.8 ^	44+00	37.02	30.46	6.56	1.47%	CREP OVERFLOW @43+85
		44+95	40.63	31.86	8.77	1.47%	CENTER LINE GRAVEL RD
		45+00	40.51	31.93	8.58	1.47%	
		45+40	38.66	32.52	6.14	1.47%	SLIGHT PI RT S
		46+00	38.13	33.40	4.73	1.47%	
16.6	188.8	46+25	38.36	33.77	4.59	1.47%	PI RT SW
	172.2 ^	46+60	39.18	34.29	4.90	0.10%	
		48+00	40.33	34.43	5.90	0.10%	
		49+00	42.43	34.53	7.90	0.10%	
		50+00	44.05	34.63	9.42	0.10%	
		51+00	45.68	34.73	10.96	0.10%	
		52+00	46.32	34.83	11.50	0.10%	
		52+45	46.54	34.87	11.67	0.10%	
		53+00	46.44	34.93	11.52	0.10%	
		54+00	45.02	35.03	9.99	0.10%	
		55+00	43.85	35.13	8.72	0.10%	
		56+00	42.90	35.23	7.67	0.10%	
		57+00	42.07	35.33	6.74	0.10%	
3.7	172.2	57+45	41.53	35.37	6.16	0.10%	PI LT S
	168.5 ^	58+00	41.46	35.43	6.03	0.10%	
		59+00	41.37	35.53	5.84	0.10%	
11.1	168.5	59+05	41.43	35.53	5.90	0.10%	SLIGHT PI RT S
	157.4 ^	60+00	41.94	35.63	6.31	0.10%	
		61+00	42.38	35.73	6.65	0.10%	
		62+00	42.75	35.83	6.92	0.10%	
		63+00	42.99	35.93	7.06	0.10%	
		64+00	42.51	36.03	6.48	0.10%	
46.2	157.4	65+00	41.86	36.13	5.73	0.10%	
	111.2 ^	65+55	41.44	36.18	5.26	0.10%	18" DW -- SLIGHT PI RT S [6AC MURHPY]
		66+00	41.41	36.23	5.18	0.10%	
		67+00	41.71	36.33	5.38	0.10%	
		68+00	42.09	36.43	5.66	0.10%	
6.1	111.2	68+80	42.36	36.51	5.85	0.10%	SLIGHT PI LT S
	105.1 ^	69+00	42.35	36.53	5.82	0.10%	
14	105.1	69+65	42.35	36.59	5.76	0.10%	SLIGHT PI RT S
	91.1 ^	70+00	42.61	36.63	5.98	0.10%	
		71+00	42.83	36.73	6.10	0.10%	
6.3	91.1	71+10	42.70	36.74	5.96	0.10%	SLIGHT PI LT S
	84.8 ^	72+00	42.00	36.83	5.17	0.10%	
		73+00	41.95	36.93	5.02	0.10%	
11.2	84.8	73+50	42.28	36.98	5.30	0.12%	15" DW -- SLIGHT PI LT S
	73.6 ^	74+00	42.50	37.04	5.46	0.12%	
		75+00	42.44	37.16	5.28	0.12%	
		75+15	42.54	37.17	5.37	0.12%	PI LT ExSE
11.5	73.6	75+55	42.74	37.22	5.52	0.12%	SLIGHT PI LT ExSE
	62.1 ^	76+00	42.85	37.28	5.57	0.12%	
		77+00	42.92	37.40	5.52	0.12%	

Air-Row Surveying, LLC
Mankato, MN

		78+00	42.74	37.52	5.22	0.12%	
		79+00	42.65	37.64	5.01	0.12%	
		79+05	42.60	37.64	4.96	0.26%	12" -- DW
		80+00	42.64	37.89	4.75	0.26%	
6.1	62.1	80+75	42.75	38.08	4.67	0.21%	SLIGHT PI LT ExSE
	56 ^	81+00	42.62	38.14	4.48	0.21%	
		82+00	42.96	38.35	4.61	0.21%	
21	56	82+80	43.53	38.51	5.02	0.21%	10" DW -- PI RT S [MURPHY]
	35 ^	83+10	44.01	38.58	5.43	0.21%	PROPERTY LINE
35	35	83+40	43.30	38.64	4.66		END [HENRY J. SCHULTZ, INC.]



Hendricksen Group Main

Thursday, April 13, 2017

Location of Main

In Sections 4 & 5, Nashville Township, Martin County

In Sections 32 & 33, Pleasant Mound Township, Blue Earth County

<u>Company</u>	<u>Expenses</u>
Ekstrom Drainage, LLC	\$159,460.00
Air-Row Surveying, LLC	\$1,267.50
Attorney - Estimated	\$1,500.00

<u>Total Cost</u>	<u>\$162,227.50</u>
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<u>Cost per acre</u>	<u>\$459.57</u>
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<u>Landowner</u>	<u>Acres</u>	<u>% of Total</u>	<u>Landowner Cost</u>
Marvin Borkenhagen	80.0	22.663%	\$36,765.44
Mary Breitbarth	80.0	22.663%	\$36,765.44
Brian Hendricksen	131.0	37.110%	\$60,203.41
Bernard Murphy	27.0	7.649%	\$12,408.34
Henry J. Schultz Inc.	35.0	9.915%	\$16,084.88
<u>Totals*</u>	<u>353</u>	<u>100.000%</u>	<u>\$162,227.50</u>

**Cost per acre rounded to hundredths place*

STATE OF MINNESOTA
COUNTY OF BLUE EARTH

ENTERED
C7951786
OCT 30 1998

IN DISTRICT COURT
FIFTH JUDICIAL DISTRICT

Roger and Juliane Riewe,

DAVE CARLSON
Court Administrator Blue Earth Co., MN
By [Signature] Deputy

Plaintiff,

vs.

JUDGMENT
C7951786

Alan and Doretta Pegor, William
Burk, Alice Meier, Evelyn Erdman,
Marvin Borkenhagen, Willard and
Mary Breitbarth, Luther and
Cecelia Boesch, Clarice Watson,
Margaret Swenson, Henry J. Schultz,
Inc.,

Defendants.

Pursuant to the Order For Judgment filed the 28th day of October, 1998, the

Honorable James D. Mason presiding,

It is hereby **ADJUDGED AND DECREED** that Judgment be, and hereby is,
entered as follows:

I.

That Henry J. Schultz, Inc. shall be added as a Defendant in this litigation.

II.

That Plaintiffs claims against the Defendants may be dismissed with prejudice.

III.

That Defendant shall be permitted to tile any of their farmland located within the
identified watershed into the Private Ditch even though such tile passes over and across real

estate owned by parties who are not parties to this Agreement. The watershed is identified as the land within the highlighted area on the Water Hydrology Map attached as Exhibit "B", referred to as the "Watershed".

IV.

That the parties agree that subsequent to the date of this Agreement, any tiling of a party's farmland which is outside the Watershed into the Private Ditch shall be a violation of this Agreement and that the party doing such tiling shall remove the tiling.

V.

That nothing in this Agreement shall require any party to take action to prevent drainage by others through existing tile or repairs or replacements to existing tile.

VI.

That any party breaching this Agreement shall be responsible for the attorney fees incurred by the nonbreaching party to enforce the terms of this Agreement.

VII.

That Plaintiffs claims against Defendants may be dismissed with prejudice.

VIII.

That Plaintiffs shall pay to Defendants counsel, Frundt, Johnson & Roverud, Ltd. the sum of \$822.36 which sum shall be applied toward payments of Defendants engineering costs. Other than provided herein, Plaintiffs shall not be required to make any further payments to Defendants for any costs or damages of Defendants incurred as a consequence of this action.

IX.

That Defendants shall not be obligated to make any payments to Plaintiff or any costs incurred or damages suffered by Plaintiff as a consequence of this litigation or from

drainage of Defendants lands as permitted by this Agreement.

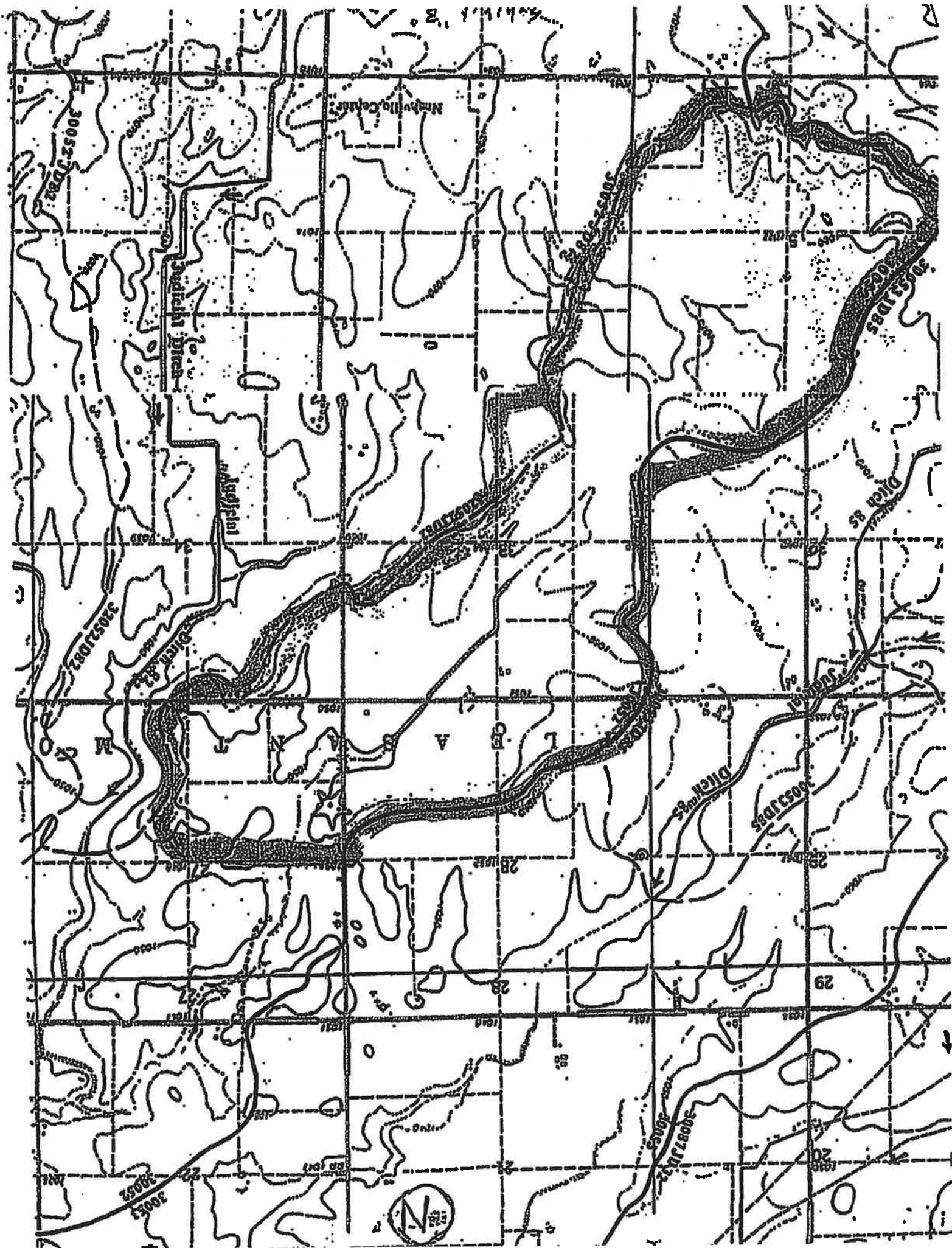
WITNESS the Honorable James D. Mason, Judge of the District Court aforesaid,
and the seal of said Court, in the City of Mankato, County of Blue Earth, State of Minnesota, this
30th day of October, 1998.

(COURT SEAL)

BY THE COURT

Dave Carlson
Court Administrator
Blue Earth County, MN

By: Kim Kaveny
Deputy



FILED

C7-95-1786
OCT 28 1998

IN DISTRICT COURT

STATE OF MINNESOTA

COUNTY OF BLUE EARTH Court Administrator Blue Earth Co. MN
By *David P. Carlson* Deputy

FIFTH JUDICIAL DISTRICT

Roger and Juliane Riewe,

Plaintiff,

vs.

ORDER FOR JUDGMENT
File No. C7-95-1786

Alan and Doretta Pegor, William
Burk, Alice Meier, Evelyn Erdman,
Marvin Borkenhagen, Willard and
Mary Breitbarth, Luther and Cecelia
Boesch, Clarice Watson, Margaret
Swenson, Henry J. Schultz, Inc.

Defendants.

Previous settlement agreements from all parties except Alice Meier had been received by this Court; because no settlement had been received from Alice Meier, the matter was set for a pre-trial hearing on October 19, 1998. Subsequent to that hearing, on October 16, 1998, Attorneys for the Plaintiffs and Defendant Alice Meier agreed to dismiss the action with prejudice. No hearing was conducted on October 19, as all other Defendants were in agreement as previously indicated. Based upon the agreement between Plaintiffs and all Defendants. and the dismissal of Defendant Alice Meier,

IT IS ORDERED:

1. Henry J. Schultz, Inc. Shall be added as a Defendant in this litigation.
2. Plaintiffs claims against the Defendants may be dismissed with prejudice.
3. Defendant shall be permitted to tile any of their farmland located within the identified watershed into the Private

Ditch even though such tile passes over and across real estate owned by parties who are not parties to this Agreement. The watershed is identified as the land within the highlighted area on the Water Hydrology Map attached as Exhibit "B", referred to as the "Watershed".

4. The parties agree that subsequent to the date of this Agreement, any tiling of a party's farmland which is outside the Watershed into the Private Ditch shall be a violation of this Agreement and that the party doing such tiling shall remove the tiling.

5. Nothing in this Agreement shall require any party to take action to prevent drainage by others through existing tile or repairs or replacements to existing tile.

6. Any party breaching this Agreement shall be responsible for the attorney fees incurred by the nonbreaching party to enforce the terms of this Agreement.

7. Plaintiffs claims against Defendants may be dismissed with prejudice.

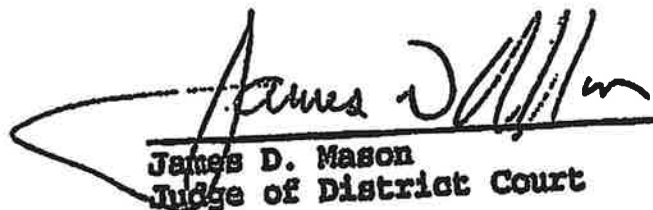
8. Plaintiffs shall pay to Defendants counsel, Frundt, Johnson & Roverud, Ltd. The sum of \$822.36 which sum shall be applied toward payment of Defendants engineering costs. Other than provided herein, Plaintiffs shall not be required to make any further payments to Defendants for any costs or damages of Defendants incurred as a consequence of this action.

9. Defendants shall not be obligated to make any payments to Plaintiff or any costs incurred or damages suffered by Plaintiff as a consequence of this litigation or from drainage of

Defendants lands as permitted by this Agreement.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated this 26 day of October, 1998.


James D. Mason
Judge of District Court

