

DRAINAGE AGREEMENT

This agreement made and entered this 16th day of April, 1981 by and between Edward W. Schuster and Helen Schuster, husband and wife, hereinafter called parties of the first part; Howard J. Boyes and Dolores M. Boyes, husband and wife, hereinafter called parties of the second part; and David Roesler, a single man, hereinafter called party of the third part;

WHEREAS, the first parties are the owners of the Southeast Quarter (SE 1/4) of Section Thirty-three (33), Township One Hundred Four (104), Range Twenty-four (24), Faribault County, Minnesota and Northeast Quarter (NE 1/4) of Section Four (4), Township One Hundred Three (103), Range Twenty-four (24), Faribault County, Minnesota;

AND WHEREAS, the second parties are the owners of the Southeast Quarter (SE 1/4) of Section Four (4), Township One Hundred Three (103), Range Twenty-four (24), Faribault County, Minnesota;

AND WHEREAS, the third party is the owner of the East Half (E 1/2) of Section Nine (9), Township One Hundred Three (103), Range Twenty-four (24), Faribault County, Minnesota that lies North of State of Minnesota Highway No. 109;

AND WHEREAS, there is located within the Southeast Quarter of Section Thirty-three (33), Township One Hundred Four (104), Range Twenty-four (24), Faribault County, Minnesota an open ditch which will afford a drainage outlet for the drainage of all of the second parties premises, and that portion of the third party's premises as located within the watershed of said open ditch;

AND WHEREAS, it is the desire of the second and third parties hereto, to install a main drainage tile, which will outlet in said open ditch, heretofore described, and extend in a southerly direction over and across the first and second parties premises, and into the third party's premises, as hereinafter indicated;

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto, it is herein agreed as follows:

1. That the main drainage tile, hereinafter described, shall afford a drainage benefit for the lands of the parties hereto, as hereinafter indicated.

2. That the second and third parties hereto, each paying one-half thereof, shall construct a fourteen (14) inch main drainage tile which will outlet into the open ditch located within first parties premises at a point approximately ten (10) rods East of the West line of said first parties premises, and thence extending in a southerly direction to the North line of the premises heretofore described, as owned by the second parties hereto, at a point approximately 700 feet East of the Northwest corner of the second parties premises; and said drainage tile shall continue thereafter with a twelve (12) inch diameter tile extending in a Southerly direction through and under the County Road existing between the second and third parties premises and to a point approximately 1420 feet East and 50 feet South of the Northeast corner of the third party's premises. It is agreed that the cost of construction of said Fourteen (14) inch and Twelve (12) inch drainage tile, heretofore described, shall be shared equally between the second and third parties hereto, and that all costs of maintenance and repair of said drainage tiles shall also be shared equally between the second and third parties hereto.

3. The first parties shall have the right to attach lateral tile for the drainage of his land, heretofore described, providing the said laterals do not exceed the drainage of Fifty (50) acres.

4. The second and third parties shall have the right to extend said main drainage tile, and attach any laterals thereto, deemed necessary by either the second or third parties, within their own respective premises, heretofore described, providing the laterals or extensions thereof will afford drainage only to lands within

the water shed of the open ditch as located within the first parties premises, heretofore described.

5. During the course of the construction of said main drainage tile, heretofore described, in the event any drainage tiles are cut as located within the first parties premises, it is agreed that the said tiles that are cut shall either be hooked together, or that they shall be attached into the drainage main.

6. The drainage tile and main, heretofore described, shall provide drainage outlets at all times hereinafter to the real estate as heretofore described, owned by the parties hereto, except, as to the third party, the lands drained by said tile shall be located within the water shed of the open ditch, heretofore described. Further, the construction of said main drainage tile, and all laterals and branches thereto, together with the maintenance thereof, shall be done in a good and workmanlike manner. It is agreed that the second and third parties hereto, may enter upon the first parties premises for purposes of construction, maintenance, inspection and repair of the main drainage tile; and further, third party may enter upon second parties premises for said purpose. In the event of any damages to the growing crops as located the premises as entered, by reason of said entries; the party entering, or responsible for the maintenance and construction of said drainage tile involved, shall make reimbursement to the parties sustaining the crop damage for the reasonable value thereof.

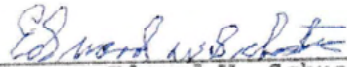
7. It is understood and agreed between all parties hereto, that this easement shall be permanent, and shall run with the land and be an obligation and benefit therefo, and shall be binding upon the heirs, personal representatives and assigns of the parties hereto.

~~IN WITNESS WHEREOF, the said parties have hereunto set their~~

8. The first and second parties agree to share the expense incurred in cleaning the West twenty (20) rods of the open ditch as located within the first parties premises.

9. The second and third parties agree to construct and install the main drainage tile, heretofore described, within the first parties premises not later than April 25, 1981, and in the event the same is not constructed and installed by said date, it is agreed that the construction and installation thereof shall be delayed until after all crops have been removed from the first parties premises, irrespective of any provisions, heretofore contained herein, contrary to this paragraph. Also, the second and third parties agree to level the ground of the first parties premises, and place it in a level condition after the installation of the main drainage tile, and further, the second and third parties shall pick up and remove all stones that may be located in the area where the excavation is made for the construction and installation of the main drainage tile.

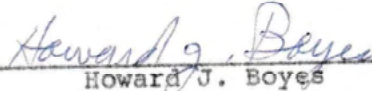
IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals this 11 day of April, 1981.



Edward W. Schuster



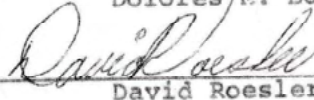
Helen Schuster



Howard J. Boyes



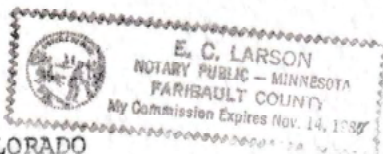
Dolores M. Boyes



David Roesler

STATE OF MINNESOTA
COUNTY OF FARIBAULT

On this 12 day of April, 1981, before me, a notary public, within and for said County and State, personally appeared Edward W. Schuster and Helen Schuster, husband and wife; Howard J. Boyes and Dolores M. Boyes, husband and wife, to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



E. C. Larson

STATE OF COLORADO
COUNTY OF Jefferson

On this 29th day of April, 1981, before me, a notary public, within and for said County and State, personally appeared David Roesler, a single man, to me known to be the same person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



Linda S. Pomeroy

My Commission expires September 7, 1982

This instrument was drafted by
Joseph R. Gadola, Attorney at Law
Wells, Minnesota 56097