

AGREEMENT

1 THIS AGREEMENT, made and entered into this 23rd day of June, 1953, by and between  
2 Anton Wendinger and Charlotte Wendinger, husband and wife, hereinafter referred to  
3 as First Parties; Emery Schroeder and Ethel Schroeder, husband and wife, herein-  
4 after referred to as Second Parties; Margaret Graml, a widow, Ben Graml, a single  
5 man, Joseph Graml, a single man, Angela Graml, a single woman, Regina Wunsch and  
6 John Wunsch, wife and husband, and Raymond Graml, a single man, herein-  
7 after referred to as Third Parties; Henry Graml and Mathilda R. Graml, husband and wife, herein-  
8 after referred to as Fourth Parties; John Csukker and Louise Csukker, husband and  
9 wife, herein-  
10 after referred to as Fifth Parties; and Otto Palmer and Elsie Palmer,  
11 husband and wife, herein-  
12 after referred to as Sixth Parties;

13 WITNESSETH THAT WHEREAS, the parties hereto are about to cause to be constructed  
14 an underground tile drainage system for the drainage of their respective lands  
15 in Sections Eighteen (18) and Nineteen (19) of Township One Hundred Twelve (112),  
16 Range Thirty-two (32), and in Section Thirteen (13) in Township One Hundred  
17 Twelve (112), Range Thirty-three (33), all in Renville County, Minnesota, following  
18 approximately the course shown on Exhibit "A" hereto attached, and by this reference  
19 made a part hereof, and

20 WHEREAS, First Parties are the owners of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section  
21 Eighteen (18) in Township One Hundred Twelve (112), Range Thirty-two (32), Renville  
22 County, Minnesota, and

23 WHEREAS, Second Parties are the owners of the Northeast Quarter (NE $\frac{1}{4}$ ) of  
24 Section Eighteen (18) in Township One Hundred Twelve (112), Range Thirty-two (32),  
25 Renville County, Minnesota, and

26 WHEREAS, Third Parties and Fourth Parties are the owners of the Northwest  
27 Quarter (NW $\frac{1}{4}$ ) and the North Half of the Southwest Quarter (N $\frac{1}{2}$  of SW $\frac{1}{4}$ ) of Section  
28 Eighteen (18) in Township One Hundred Twelve (112), Range Thirty-two (32), Renville  
29 County, Minnesota, and

30 WHEREAS, Fourth Parties, in addition to the interest in the lands last above  
31 described, are also the owners of the South Half of the Southwest Quarter (S $\frac{1}{2}$  of SW $\frac{1}{4}$ )  
32 of Section Eighteen (18) and the North Half of the Northwest Quarter (N $\frac{1}{2}$  of NW $\frac{1}{4}$ ) of  
33 Section Nineteen (19) in Township One Hundred Twelve (112), Range Thirty-two (32),  
Renville County, Minnesota, and

34 WHEREAS, Fifth Parties are the owners of the Northeast Quarter (NE $\frac{1}{4}$ ) of  
35 Section Nineteen (19) in Township One Hundred Twelve (112), Range Thirty-two (32),  
Renville County, Minnesota, and

36 WHEREAS, Sixth Parties are the owners of the South Half (S $\frac{1}{2}$ ) of the Southeast  
37 Quarter (SE $\frac{1}{4}$ ) of Section Thirteen (13) in Township One Hundred Twelve, Range Thirty-  
38 three (33), Renville County, Minnesota, and

39 WHEREAS, the parties hereto desire by agreement to make regulations for,  
40 and impose restrictions upon, the use of said drainage system, and to provide  
41 for the maintenance and repair of the same, and

42 SO THEREFORE, it is agreed by and between the parties hereto:

43 1. That all of the provisions of the foregoing preamble to this agreement  
44 be, and they hereby are, embodied in and considered as a part of this agreement.

45 2. That the parties hereto with the exception of the Sixth Parties, will  
46 pay the estimated cost of the construction of said drainage system upon the execution  
47 of this agreement; and that the construction of said system will not be commenced  
48 until each of said parties has paid his share of the estimated cost thereof, and  
49 executed this agreement.

1. 3. That each of the parties hereto grants and conveys to the parties  
2. to this agreement other than himself a perpetual and irrevocable easement over  
3. and across that part of his lands through which said drainage system passes, for  
4. the uninterrupted flow of water through said drainage system, and for the purpose  
5. of making tile connections or repairs to said drainage system; provided, however,  
6. that the rights herein granted to make said tile connections or repairs to said  
7. drainage system shall apply only to the parties of the First, Second, Third,  
8. Fourth and Fifth Part, it being understood and agreed by and between all of  
9. the parties hereto that the easement herein granted by the Sixth Parties across  
10. the South Half ( $S\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section 13, Township 112,  
11. Range 33 to the other parties is for the purpose of granting to the said other  
12. parties a 20 inch tile and a 24 inch steel culvert outlet of approximately  
13. 250 feet more or less in length into the said South Half ( $S\frac{1}{2}$ ) of the Southeast  
14. Quarter ( $SE\frac{1}{4}$ ) of Section 13, Township 112, Range 33 to connect with the present  
15. existing water course flowing west and south to the Fort Creek, and it being  
16. further agreed and understood that said Sixth Parties shall have no right nor  
17. be permitted to make any tile connections with said drainage system as herein  
18. described, nor shall they be permitted to use said tile outlet or any portion  
19. thereof to drain any of their said lands, except as to such natural drainage  
20. within the tile area which may occur by reason of the construction of said  
21. tile outlet.

22. 4. That the parties hereto, with the exception of the Sixth Parties, shall  
23. have the right to use said drainage system as an outlet for the drainage of their  
24. respective lands hereinbefore described, and no more; and that no other person  
25. shall have the right to use said drainage system as an outlet without written  
26. permission from all of the parties hereto.

27. 5. That none of the parties hereto shall permit trees to grow closer  
28. than Eighty Feet (80') to said drainage system.

29. 6. That if said drainage system shall become obstructed or out of  
30. repair, then and in that event any of the parties hereto can compel the repair  
31. of the same. If it is found that the damage to said drainage system was caused  
32. by roots of trees standing within Eighty Feet (80') of said system, or by the  
33. negligent or intentional act of any of the parties hereto, then and in that event  
34. the total cost of the repairs shall be paid by the parties which permitted trees  
35. to grow closer than Eighty Feet (80') to said system and/or by the parties whose  
36. negligent or intentional acts caused such damage. The cost of all other repairs  
37. to said system shall be paid by the parties hereto in the following proportions:  
38. The First Parties, six thirty-firsts ( $6/31$ ) thereof; the Second Parties, eight  
39. thirty-firsts ( $8/31$ ) thereof; the Third Parties, eleven thirty-firsts ( $11/31$ )  
40. thereof; and the Fourth Parties, six thirty-firsts ( $6/31$ ) thereof; and that the  
41. cost of such repairs, in any event, shall be determined and paid immediately  
42. upon the completion of such repairs, and if any of the parties fails or refuses  
43. to pay his share of such cost, the owners shall have the right to file and  
44. foreclose a lien against the lands of the party failing or refusing to pay, in  
45. the same manner as Mechanic's and Materialmen's Liens are filed and foreclosed  
46. under and by virtue of the Laws of the State of Minnesota.

47. 7. That each and every provision of this agreement shall bind the parties  
48. hereto, and their respective heirs and assigns.

49. IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their  
50. names the day and year first above written.

51. In Presence of  
52. John Cusper  
53. Edna Cusper  
54. As to all 17 parties to this  
55. instrument

1. Emery Schroeder
2. Edna Schroeder
3. John Cusper
4. Louise Cusper

5. Raymond Graml
6. Margaret Graml
7. Angela Graml
8. John Wunsch
9. Regina Wunsch
10. Ben Graml
11. Joseph Graml
12. Anton Wendinger
13. Charlotte Wendinger
14. Henry Graml
15. Mathilda R. Graml
16. Otto Palmer
17. Elvie Palmer

STATE OF MINNESOTA  
)  
COUNTY OF RENVILLE)

On this 26 day of June, 1953, before me, a Notary Public within and for said County, personally appeared Anton Wendinger and Charlotte Wendinger, husband and wife; Henry Schroeder and Ethel Schroeder, husband and wife; Margaret Graml, a widow; Ben Graml, a single man; Joseph Graml, a single man; Angela Graml, a single woman; Regina Wunsch and John Wunsch, wife and husband; Raymond Graml, a single man; Henry Graml and Mathilda R. Graml, husband and wife; John Caukler and Louise Caukler, husband and wife; and Otto Palmer and Elvie Palmer, 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.

Notary Public, Renville County, Minnesota.  
My Commission expires 1-1-1954

R. O. SPARRE  
Notary Public, Renville County, Minnesota  
My Commission Expires July 1, 1954

EXHIBIT "A"

Outline of Schroeder-Graml-Wendinger-Csukker-Palmer Tile Drainage System in Sections 18 and 19 of Township 112, Range 32, and Section 13 of Township 112, Range 33, all in Renville County, Minn.

Township 112, Range 33		Township 112, Range 32	
	Otto Palmer $\frac{1}{2}$ of Sec. 13	Margaret Graml, et al $\text{NW} \frac{1}{4}$ & $\text{NE} \frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 18	Emery Schroeder $\text{NE} \frac{1}{4}$ of SEC. 18
	Otto Palmer $\frac{1}{2}$ of SE $\frac{1}{4}$ Section 13	Henry Graml $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 18	Anton Wendinger $\text{SW} \frac{1}{4}$ of Sec. 18
		$\frac{1}{4}$ of $\text{NW} \frac{1}{4}$ of Henry Sec. 19 Graml	John Csukker $\text{NE} \frac{1}{4}$ of Sec. 19

No. 176123

OFFICE OF REGISTER OF DEEDS }  
RENVILLE COUNTY, MINNESOTA }  
ss

I hereby certify that the within instrument was filed in this office for record the 30th day of June 1953 at 9 o'clock A.M. and duly recorded in book 6 of Miscel. on page 41-44.

Villa Collyer McDowell  
REGISTER OF DEEDS, RENVILLE CO., MINN.