

198485
Office of County Recorder
County of Swift, Minn.

I hereby certify that the within instrument was filed in
this office for record on the 17th day of June
A.D. 19 97, at 8 o'clock A.M. and was duly
recorded in book 6 of Miscellaneous
Page 489

By RONNIE MIKKELSON
COUNTY RECORDER
DEPUTY

198485

(above space left for recording information)

DRAINAGE AGREEMENT

THIS AGREEMENT is hereby made and entered into by and between:

LARSON GRAVEL CO., INC., (hereinafter "Larson Gravel");
and

ROSE TRAGER, an unremarried widow, and ROGER TRAGER and
BONITA TRAGER, husband and wife, and HELENE TRAGER, a
single person (hereinafter "Tragers").

to be effective May 16, 1997.

WITNESSETH:

WHEREAS, LARSON GRAVEL CO., INC. is the owner of land in Swift
County, Minnesota, described as follows:

West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section
Twenty (20), Township One Hundred Twenty-One (121), Range
Forty-Two (42) (subject to highway and pole line
easements), excepting that tract of land described as
follows: The South thirty-seven (37) rods of the West
twenty-seven (27) rods of the Southwest Quarter of the
Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), of Section Twenty (20),
Township One Hundred Twenty-One (121), Range Forty-Two
(42)

(such property being hereinafter described as "Tract 1");

WHEREAS, Tragers are the owners of land in the County of Swift
and State of Minnesota described as follows:

E $\frac{1}{2}$ -NE $\frac{1}{4}$; the SW $\frac{1}{4}$ -NE $\frac{1}{4}$ except lands taken for Trunk Highway
purposes, Sec. 19; Twp. 121, Rge. 42, except 4 acres,

198485

described as: Beg. at the NE corner of Sec. 19, thence W 60 rods, thence S 32 rods, thence W 20 rods; thence N 32 rods, thence E 20 rods to the point of beg.

(such property being hereinafter described as "Tract 2");

WHEREAS, the Pomme de Terre River runs north-south through the westerly portion of Tract 2;

AND WHEREAS, the parties have obtained the necessary permission from Swift County and the federal National Resource Conservation Service office in Swift County to construct an inlet on Tract 1 and tiling for purposes of draining Tract 1 westerly across and through Tract 2 and into the Pomme de Terre River;

NOW, THEREFORE, in consideration of the covenants and agreements of the parties contained herein, it is hereby agreed as follows:

I.

Larson Gravel shall have the right to install and maintain, at its sole expense, a 12-inch drainage tile, westerly from Tract 1 through Tract 2 and eventually into the Pomme de Terre River. There shall be a single "main tile line," commencing at an inlet on Tract 1 and running through Tract 2 at such locations and in such manner as the parties deem to be appropriate.

II.

Tragers shall have the right to install, at their sole expense, such branches and laterals to the main tile line as they may, in the future, deem to be appropriate, provided, however, that such additional branches or laterals are entirely on Tract 2 and also provided that such additional branches or laterals do not result in a flow of water beyond the capacity of the main tile line.

198485

III.

Larson Gravel shall bear 100% of the entire initial cost of constructing the main tile line.

IV.

Unless and until Tragers elect to install branches and laterals to the main tile line, Larson Gravel shall bear 100% of the expense of repairs or maintenance as may be required on all portions of the tile line, including the portion of the tile line situated on Tract 2.

V.

In the event Tragers elect to install branches and laterals to the main tile line, and only in such event:

- (a) Tragers shall pay for all costs of maintenance and repairs with respect to branches and laterals which they may install;
- (b) The parties shall share the cost of repairing and maintaining the portion of the main tile line situated on Tract 2, as follows: (i) For any portion of the main tile line situated on Tract 2, such as lies westerly of branches and laterals added by Tragers, fifty percent (50%) by Larson Gravel and fifty percent (50%) by Tragers; and (ii) For any portion of the main tile line situated on Tract 2, such as lies easterly of branches and laterals added by Tragers, one hundred percent (100%) by Larson Gravel.
- (c) As to any portion of the tile line situated on Tract 1, Larson Gravel shall pay one hundred percent (100%) of all costs of maintenance and repairs.

VI.

Each of the parties to this agreement hereby grants to the others an easement over and across the lands upon which the main tile line is constructed, including the right to make use of such drainage tile for the purposes described herein. Each of the parties shall have the right of ingress to and egress from the tracts described herein, for the purpose of repairing and maintaining such tile line provided, however, that the cost of such repairs and maintenance shall be paid as described elsewhere in this agreement.

VII.

Any repairs which may, at any time, be necessary upon such tile line shall be done in a good and workmanlike manner and at a time so as to cause the least possible damage to growing crops. No party shall have a claim against the other for damages as a result of the failure of the drainage tile, or for damages which may be occasioned during the course of necessary maintenance and repairs, provided, however, that Larson Gravel agrees to pay to Tragers a reasonable amount for any damage to growing crops as may be the direct result of repairs to the tile line made by Larson Gravel.

VIII.

No party shall have the right to permit any other land owner that is not a party hereto to connect with the drainage system described herein, without the prior written agreement of all the other parties hereto.

IX.

198485

The parties understand and agree that if Tract 1 ever ceases to be used as a gravel pit, this agreement shall become null, void and of no continuing effect whatsoever, automatically, and Larson Gravel shall, within a reasonable period of time after a request from Tragers, execute and deliver a quit claim deed to Tragers evidencing the termination of the rights of Larson Gravel under this agreement.

X.

All of the covenants and agreements contained herein shall be appurtenant to the tracts of land described herein, and they shall be covenants running with such tracts of land and binding upon the parties and their respective heirs, successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement upon the date first above written.

LARSON GRAVEL CO., INC.

By: Virgil Larson
Virgil Larson, President

By: Juleen Larson
Juleen Larson, Vice-President

Rose Trager
Rose Trager

Roger Trager
Roger Trager

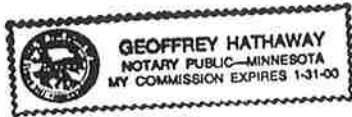
Bonita Trager
Bonita Trager

Helene Trager
Helene Trager

STATE OF MINNESOTA)
) ss.:
COUNTY OF SWIFT)

198485

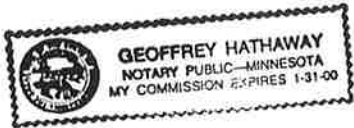
The foregoing agreement was acknowledged before me this 5th day of June, 1997, by Virgil Larson and Juleen Larson, President and Vice-President of LARSON GRAVEL CO., INC., on behalf of the corporation.



Geoffrey Hathaway
Notary Public
My Commission Expires: 1-31-2000

STATE OF MINNESOTA)
) ss.:
COUNTY OF SWIFT)

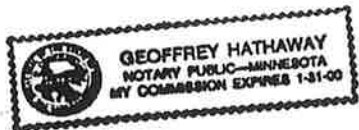
The foregoing agreement was acknowledged before me this 13th day of June, 1997, by ROSE TRAGER, an unmarried widow.



Geoffrey Hathaway
Notary Public
My Commission Expires: 1-31-2000

STATE OF MINNESOTA)
) ss.:
COUNTY OF SWIFT)

The foregoing agreement was acknowledged before me this 5th day of June, 1997, by ROGER TRAGER and BONITA TRAGER, husband and wife.

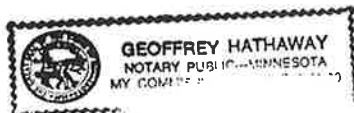


Geoffrey Hathaway
Notary Public
My Commission Expires: 1-31-2000

STATE OF MINNESOTA)
) ss.:
COUNTY OF SWIFT)

198485

The foregoing agreement was acknowledged before me this 13th day of June, 1997, by HELENE TRAGER, a single person.



Geoffrey Hathaway
Notary Public
My Commission Expires: 1-31-2000

This instrument was drafted by:

Geoffrey J. Hathaway 6/17/97
of the firm

