

THIS AGREEMENT Made and entered into this 28th day of December, 1959, by and between Norbert Yokiel, a single man and Paul F. Yokiel and Marie Yokiel, his wife, parties of the first part; John J. Latusek and Agnes Latusek, his wife, parties of the second part; Herbert Sonnek and Anna Sonnek, his wife, parties of the third part; and Robert H. Sonnek and Margaret Sonnek, his wife, parties of the fourth part;

WITNESSETH That whereas parties of the first part are the owners of the Southwest Quarter of the Southeast Quarter of Section Seven (7) and Government Lot Five (5) in Section Seven (7), Township One Hundred Four (104), Range Twenty-five (25) Faribault County, Minnesota, and

WHEREAS Parties of the second part are the owners of Government Lot Four (4) in Section Seven (7), Township One Hundred Four (104), Range Twenty-five (25) Faribault County, Minnesota, and

WHEREAS Parties of the third part are owners of the Northeast Quarter of the Northeast Quarter of Section Eighteen (18), Township One Hundred Four (104), Range Twenty-five (25) Faribault County, Minnesota, and

WHEREAS Parties of the fourth part are the owners of the Southwest Quarter of the Southwest Quarter of Section Eight (8) and Government Lot One (1) located in the North half of the Southwest Quarter of Section Eight (8) all in Township One Hundred Four (104), Range Twenty-five (25) West of the Fifth Principal Meridian, Faribault County, Minnesota, and

WHEREAS The parties have by mutual agreement constructed a drainage system outletting in a pit located on the northerly edge of said Government Lot Five (5) adjacent to Minnesota Lake.

NOW THEREFORE, It is hereby mutually agreed between the parties as follows, to-wit:

1. Parties of the first part shall own and forever maintain said pit and necessary pump and motor for the operation thereof and shall pay all power bills incurred in connection with the operation thereof.
2. The said parties of the second part shall have the perpetual right and easement to enter upon the lands of the parties of the first part for the purpose of repairing the tile line presently constructed upon said premises running from their property to the main branch of said tile system, said reconstruction of their outlet to be at their own expense. Said parties of the second part as a condition thereof shall be required upon demand to pay two-fifths (2/5) of all bills incurred for power and for maintenance and necessary replacement of any portion of the pit, pump or motor. As a further consideration it is recited that they have paid the sum of One Thousand (\$1000.00) Dollars, receipt whereof is hereby acknowledged by parties of the first part.

3. Said parties of the third part in consideration of the mutual covenants and agreements of all the parties hereto agree to pay upon demand by parties of the first part one-tenth (1/10) of the cost of power, maintenance, repair and replacement of said pit, motor and pump, plus sum of \$100.00 paid herewith.

4. Said parties of the fourth part further agree to pay the sum of Two Hundred (\$200.00) Dollars for an outlet into said system for the benefit of the lands owned by them, receipt of said sum being hereby acknowledged and hereafter pay one-tenth (1/10) of the cost of maintenance, repair, power and other expenses incidental to the operation of said pit, pump and motor.

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5. It is further mutually agreed that parties of the first part shall have the responsibility for the repair, maintenance and replacement of said pit, pump, motor and that the necessary expenses incurred for such repair or replacement and for electric power in connection with its operation shall be paid promptly in the proportions above indicated by the parties hereto upon demand.

6. This agreement shall be a covenant running with the land and shall be binding upon the respective parties, their heirs, successors and assigns.

IN WITNESS WHEREOF We have hereunto affixed our hands and seals the day and year first above written.

Minnesota Deed Tax of \$1.10 due on this instrument.

In Presence of
Phillip Latusek
E. L. Kauffmann

Deed Tax hereon of \$ 1.10 paid
Receipt No. 246

McRea Willmert
County Treasurer

Norbert Yokiel
Paul F. Yokiel
Marie Yokiel
John J. Latusek
Agnes Latusek
Herbert Sonnek
Ann Sonnek
Robert H. Sonnek
Margaret Sonnek

STATE OF MINNESOTA

SS

COUNTY OF FARIBAULT

On this 28 day of December, 1959, before me, a notary public within and for said County, personally appeared Norbert Yokiel, a single man, Paul F. Yokiel and Marie Yokiel, his wife; John J. Latusek and Agnes Latusek, his wife; Herbert Sonnek and Anna Sonnek, his wife; Robert H. Sonnek and Margaret Sonnek, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged they executed the same as their free act and deed.

(Notarial Seal)

E. L. Kauffmann
Notary Public, Faribault County, Minn.
My Commission Expires Jan. 21, 1961

Filed December 29, 1959 at 2 P. M.