

Office of County Recorder
County of Faribault, Minnesota
I hereby certify that the within
instrument was filed in this office
for recording on 01/11/2008 at 03:20PM
and was duly recorded as Document No.

342867

Nancy Huff, Faribault Co. Recorder

By Nancy Huff Deputy

(Space above this line for Recording Data)

REC FEE: \$46.00
PAGES: 3

DRAIN TILE EASEMENT AND MAINTENANCE AGREEMENT

This Agreement made and entered into this 9th day of January, 2008, by and between Norbert L. Yokiel and Janet Yokiel, husband and wife (hereinafter called "Yokiels"), and Arnold J. Sonnek and Connie Sonnek, husband and wife (hereinafter called Sonneks").

WHEREAS, Yokiels are the owners of the following Parcels 1 and 2:

Parcel 1:

The Southeast Quarter of the Southwest Quarter and the West 19 acres of the Southwest Quarter of the Southeast Quarter, both in Section 7, Township 104 North, Range 25 West, Faribault County, Minnesota.

Parcel 2:

The Southwest Quarter of the Southwest Quarter of Section 7, Township 104 North, Range 25 West, Faribault County, Minnesota, and

WHEREAS, Sonneks are the owners of the following Parcel 3:

Parcel 3:

The North 900 feet of the East 900 feet of the Northeast Quarter of the Northwest Quarter and the West 30 acres of the Northwest Quarter of the Northeast Quarter, both in Section 18, Township 104 North, Range 25 West, Faribault County, Minnesota, and

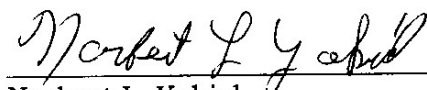
WHEREAS, Sonneks' Parcel 3, being approximately 49 acres, drains water into an 8-inch tile line located on Yokiels' Parcel 1, and Yokiels' Parcel 1 drains water into the section of the 8-inch tile line located on Parcel 1, and the 8-inch tile line then continues westerly below the surface across the south portion of Yokiels' Parcel 2 where it drains into another tile line; and

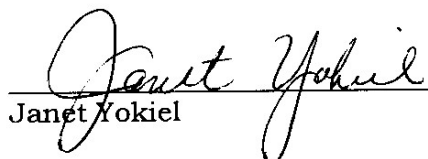
WHEREAS, the parties desire to grant easements and enter into an agreement relating to the repair and maintenance of this tile line at this time because Yokiels are selling Parcel 2 and the Northwest Quarter of the Southwest Quarter of said Section 7 in the near future;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between Yokiels and Sonneks as follows:

1. Yokiels do hereby grant to Sonneks the right to drain Parcel 3 through the 8-inch tile line located on Yokiels' properties, Parcels 1 and 2, and Yokiels further grant to Sonneks the easement and right of ingress and egress over said tile line for the purpose of reconstructing or maintaining said drainage tile line.
2. Yokiels, as the owners of Parcel 2, grant to the owners of Parcels 1 and 3 the right to reconstruct, repair and maintain the tile drainage system over the south part of Parcel 2, with the right of ingress and egress.
3. The owners of Parcels 1 and 3 will equally share in the costs of all repair, reconstruction and maintenance of the tile line both across Parcel 1 and across Parcel 2 and agree further that if there is any damage done to any crops in the repair, reconstruction or maintenance of said tile drainage system, such damages will be paid equally by the owners of Parcels 1 and 3 and all ground dug up for the purpose of reconstructing, repairing or maintaining said drainage system shall be replaced by the owners of Parcels 1 and 3. The owners of Parcel 2 shall pay none of such costs.
4. It is further agreed that the owners of Parcels 1 and 3 may not drain any additional lands through the drain tile system without first obtaining the written agreement of the owners of Parcels 1 and 2.
5. It is further agreed that none of the parties hereto shall allow any other person or persons to connect to any part of said tile drainage system without the written consent of all of the parties hereto or their successor in interest and then only in event that said additional drainage is of lands within the water shed.
6. The easements and agreements contained herein shall bind and benefit not only the parties hereto, but their heirs, assigns and successors in interest and this instrument shall be construed as being a perpetual covenant running with the land and binding on the parties, their heirs and assigns forever.
7. This agreement may be modified only by the mutual agreement of the owners of Parcels 1, 2 and 3 as described above.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.


Norbert L. Yokiels

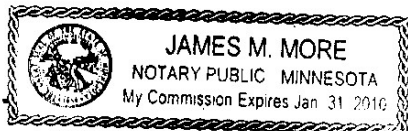

Janet Yokiels


Arnold J. Sonnek


Connie Sonnek

STATE OF MINNESOTA)
) ss.
COUNTY OF FARIBAULT)

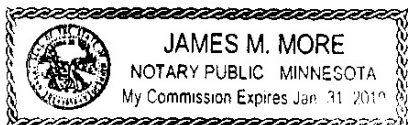
The foregoing instrument was acknowledged before me this 9th day of January, 2008, by Norbert L. Yokiell and Janet Yokiell, husband and wife.



James M. More
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF FARIBAULT)

The foregoing instrument was acknowledged before me this 9th day of January, 2008, by Arnold J. Sonnek and Connie Sonnek, husband and wife.



James M. More
Notary Public

Drafted by:
LAMM, NELSON & CICH
316 Belle Avenue
Mankato, MN 56001