

TILE EASEMENT AGREEMENT

This agreement, entered into this ____ day of _____, 2025, by and between **John Doe and Jane Doe, husband and wife, of Pleasantville, Minnesota** (hereinafter [collectively] “Grantor”); and **James Stewart and Mary Stewart, husband and wife, of Bedford Falls, Minnesota** (hereinafter [collectively] “Grantee”), **WITNESSETH:**

WHEREAS, Grantor is the owner of certain real estate located in Rock County, State of Minnesota, (hereinafter referred to as “**Tract A**”), more particularly described in the attached **Exhibit A**; and,

WHEREAS, Grantee is the owner of certain real estate located north of Tract A in Nobles County, Minnesota, (hereinafter referred to as “**Tract B**”), and more particularly described in the attached **Exhibit B**; and,

WHEREAS, at the time of the execution of this document Tract A and Tract B are not adjoining properties, but are divided by a third tract, which is subject to another agreement and is accordingly not contemplated by this Agreement.

WHEREAS, said intervening third tract borders Tract A, and lies to the north thereof; and

WHEREAS, said intervening third tract borders Tract B, and lies to the south thereof; and

WHEREAS, Grantee desires to install, modify, or maintain field drainage tile on Tract B and desires to use a drainage outlet located in Tract A as an outlet for said drainage tile; and

WHEREAS, Grantee desires to obtain an easement for the benefit of Tract B over and across Tract A for the purpose of the installation, modification, and/or maintenance of said drainage tile and providing an outlet; and

WHEREAS, Grantor does not object to the installation of said drain tile and the use of the outlet located on Tract A as an outlet for the tile line on Tract B; and

WHEREAS, the parties acknowledge that at one time Tracts A and B were under common ownership and there is currently installed existing drain tile draining parts of Tract B and crossing over a part of Tract A and out letting into the established outlet located on Tract A and that any drain tile to be installed or modified by the Grantee is either already established or in addition to the existing tile lines,

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. The recitals set forth in the whereas clauses are incorporated by reference as if fully set forth herein.
2. Grantor hereby grants an easement over and across Tract A for the benefit of Tract B for both the existing field drain tile and the modification or installation of new drain tile.
3. Grantee shall be responsible for all costs incurred in the installation or modification of any new field drainage tile, specifically, the cost of the installation of said

tile line on Tract A, and Grantor does specifically grant to Grantee the right of entry onto Tract A for the purpose of the installation of said tile line outlet, if such an outlet is required. Said entry shall be made at a time so as to minimize the damage to growing crops located on Tract A. In addition, Grantee shall be responsible for restoring the premises on Tract A to reasonably the same condition as they were prior to the entry for the construction, modification, and/or installation of the drain tile or tile line.

4. Grantee shall be responsible for the on-going maintenance and upkeep of said tile line(s) and shall have an easement for the purpose of entering onto Tract A for the purpose of any repair or maintenance of said tile line provided, again, that said entry shall be made at a time so as to minimize the interference with Grantor's use and enjoyment of Tract A.

5. In the event that the entry by Grantee shall result in the damage or destruction of growing crops located on Tract A, then, in such event, Grantee shall pay to Grantor, or any lessee or tenant of Grantor, the reasonable value of said crop based on the average yield and price for the remainder of Tract A.

6. This easement shall be for the use and benefit of Tract B and Grantee shall not permit or allow the owners of other properties to connect onto or to directly access said drain tile without first securing the specific written permission of Grantor or Grantor's successors.

7. Upon completion of the installation of the tile line Grantee shall provide to Grantor a copy of the "as built" drawing or other information showing the location of the tile line including, if available, the size and depth of said line.

8. This easement shall be deemed to be a covenant running with the land and shall be binding on the parties hereto and their heirs, successors, and assigns.

9. This agreement shall not be changed or terminated orally. Any amendments shall be in writing and shall not be binding unless executed by both parties, their heirs, successors, or assigns.

10. This agreement shall be interpreted under and in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have hereunto caused this agreement to be executed as of the date first above written.

John Doe

James Stewart

Jane Doe

Mary Stewart

NOTARY PAGE FOR EACH INDIVIDUAL SIGNING AGREEMENT

EXHIBIT A

Legal description of Tract A

EXHIBIT B

Legal description of Tract B