

## T I L E    A G R E E M E N T

THIS AGREEMENT, Made and entered into this 8th day of August, 1983, by and between Marvin Luinenburg and Geneva Luinenburg, husband and wife, parties of the first part, hereinafter referred to as Luinenburg and H. Virgil Richter and Sylvia A. Richter, husband and wife, parties of the second part, hereinafter referred to as Richter:

Luinenburgs are the owners of the Southeast Quarter (SE  $\frac{1}{4}$ ) of Section Eleven (11), Township 102 North, Range 39 West, Nobles County, Minnesota. Richters are the owners of the West Half (W  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Fourteen (14), Township 102, Range 39, Nobles County, Minnesota.

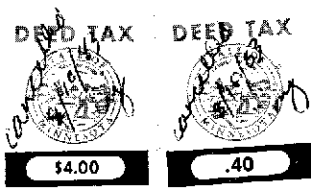
1. There is now being constructed or will be constructed pursuant to this agreement a tile line and tile system for the benefit of all of property heretofore described.

2. Said system shall consist of eight-inch tile running for approximately 300 feet. The tile line shall commence on the land of the Richters in Section 14, and shall run in a northerly direction into the Southeast Quarter (SE  $\frac{1}{4}$ ), Section Eleven (11), Township 102, Range 36, Nobles County, Minnesota. At that point it will outlet into an existing creek.

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

A. Each party agrees that he will not allow any trees to be planted at or near said tile line. In addition, each party agrees to be responsible for the removal of any and all trees on their own property near said tile line.

B. Richters shall be responsible for the cost of installation, repair, and maintenance of said tile line. Luinenburgs shall not be obligated or responsible to pay any costs of any kind.



C. Each party shall be entitled to add laterals to said tile line and each party shall pay for their own costs and expenses in regard to the hookup of said laterals.

D. Richter shall have the right and authority to go onto the land of Luinenburg for the purpose of inspecting, repairing, and maintaining said tile line.

E. This agreement shall run with the land and be binding upon the parties, their heirs, assigns, executors, administrators, and successors in interest.

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

Parties of the First Part

Marvin Luinenburg  
Marvin Luinenburg

Geneva Luinenburg  
Geneva Luinenburg

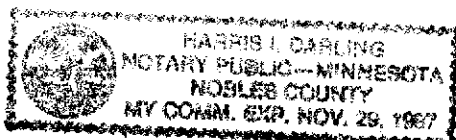
Parties of the Second Part

H. Virgil Richter  
H. Virgil Richter

Sylvia A. Richter  
Sylvia A. Richter

STATE OF MINNESOTA )  
COUNTY OF NOBLES ) ss.

On this 8th day of August, 1983, before me, a notary public within and for the said County, personally appeared Marvin Luinenburg and Geneva Luinenburg, parties of the first part; and H. Virgil Richter and Sylvia A. Richter, parties of the second part, to me known to be the persons described in, and who executed the foregoing Tile Agreement, and acknowledged that they executed the same as their free act and deed.



Nov. 29, 1987

Harris I. Darling

This instrument was drafted by:  
Mork, H. Darling, Hagemann & Elwell  
Attorneys at Law  
Worthington, Minn. 56187