

**DRAINAGE PIPELINE
EASEMENT AGREEMENT**

THIS DRAINAGE PIPELINE EASEMENT AGREEMENT ("Agreement") is entered into as of the 9 day of March, 2020, by and between Ronald W. Krump, Trustee under the Ronald W. Krump Living Trust dated March 21, 2011, of (hereafter referred to as "Grantor"), and Nancy A. Wulfekuhle, of (hereafter referred to as "Grantee").

RECITALS

1. Grantor is the fee owner of the following described real property situated in Wilkin County, Minnesota:

All that part of the East Half of the Southwest Quarter of Section 1, Township 134 North, Range 48 West of the 5th Principal Meridian, McCauleyville Township, described as follows:

The East 1258.30 feet of the Southwest Quarter of said Section 1.
("Grantor's Property").

2. Grantee is the fee owner of the following described real property situated in Wilkin County, Minnesota:

The Southeast Quarter of Section 1, Township 134 North, Range 48 West, Wilkin County, Minnesota.
("Grantee's Property")

3. As part of a drainage system located on the Grantee's Property, a pipeline is required so that water can flow from the Grantee's Property across a portion of the Grantor's property. Grantee desires to obtain from Grantor certain easement rights over and across Grantor's Property for purposes of placing, constructing, operating, repairing, maintaining and replacing the pipeline(s) and other related apparatus.

4. Grantor is willing to grant and convey certain nonexclusive easement rights to Grantee for the purposes contemplated in the preceding paragraph, on the terms and conditions set forth hereafter.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the parties hereto agree as follows:

1. **Grant of Easement.** Grantor hereby conveys and grants to Grantee a permanent nonexclusive easement over and across the Grantor's Property described as follows:

That which is five feet on either side of the highlighted area depicted on the attached **Exhibit 1**.

(“Easement Area”)

For the purpose of placing, constructing, operating, repairing, maintaining and replacing pipelines and other related apparatus.

2. **Effective Date: Duration.** The easement granted herein shall become effective upon the date of execution of this Agreement by the parties and shall remain in effect for a duration of 99 years. This Agreement may be terminated only upon the mutual written agreement of the parties hereto or their successors and assigns in interest.

3. **Costs and Expenses.** All costs and expenses relating to the placement, construction, operation, repair, maintenance, and replacement of the drainage system and outlet pipe shall be paid by Grantee.

4. **Restriction on Use of the Easement Area.** Grantor shall not construct or locate any permanent improvement within the Easement Area at any time which will interfere with the maintenance or repair of the tiling system or outlet pipe by the Grantee.

5. **Representations and Warranties by Grantor.** Grantor covenants and warrants unto Grantee that:

- A. Grantor is the owner of Grantor’s Property; and
- B. Grantor has the right to convey the easement set forth herein.

6. **Representations and Warranties by Grantee.** Grantee covenants and warrants unto Grantor that:

- A. Grantee shall promptly pay all costs associated with the construction, maintenance and repair of the drainage system and outlet pipe to prevent the filing of any mechanics liens against the Grantor’s Property as a result of such work.
- B. Upon completion of any maintenance of the drainage system and outlet pipe through the term of this Easement, Grantee shall take all necessary steps to maintain the Grantor’s Property in the condition it was in prior to any maintenance or repairs made thereon.
- C. All work shall be completed in accordance with plans and specifications approved by the appropriate offices and in conformance with all applicable state, and local laws, rules and regulations.
- D. All piping in the Easement Area will be placed at an adequate depth so as not to interfere with Grantor’s farming activities. Grantor shall not be held liable for any damages that may occur to the pipe due to farming of the Easement Area.

- E. Grantee, or Grantee's successors in interest, shall reimburse Grantor, or Grantor's successor(s) in interest, for any and all crop damage that may result from Grantee's maintenance or repair of the tiling system and outlet pipe.

7. **Easement to Run With the Land.** The easement granted herein shall run with and bind the Grantor's Property for the benefit of the Grantee's Property.

8. **Insurance and Hold Harmless.** Grantor and Grantee shall each maintain liability insurance with respect to the Easement Area, as their interests appear, as deemed appropriate by their respective insurers. Further, the Grantee shall hold Grantor harmless from and against all loss, costs and damages including court costs and attorney's fees, to which is may be subject to or liable for in respect to the use of the Grantor's Property by the Grantee.

9. **Enforceability.** Enforcement of this Agreement may be by any proceeding at law or in equity against any person or persons attempting to violate the same, whether to restrain violation thereof, or to complete compliance therewith, or to recover damages, including reasonable attorneys' fees and costs of any such action. In the event that any part of this Agreement shall be determined to be unenforceable for any reason, such determination shall not affect or render unenforceable any other provision of this Agreement.

10. **Government Law.** This Agreement shall be interpreted and construed under the laws of the State of Minnesota.

11. **Recording of Agreement.** This Agreement shall not be recorded; however, a memorandum of this Agreement that is reasonably satisfactory in form and substance to each of the parties shall be recorded in the office of the Register of Deeds in the county and state where the premises is located.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

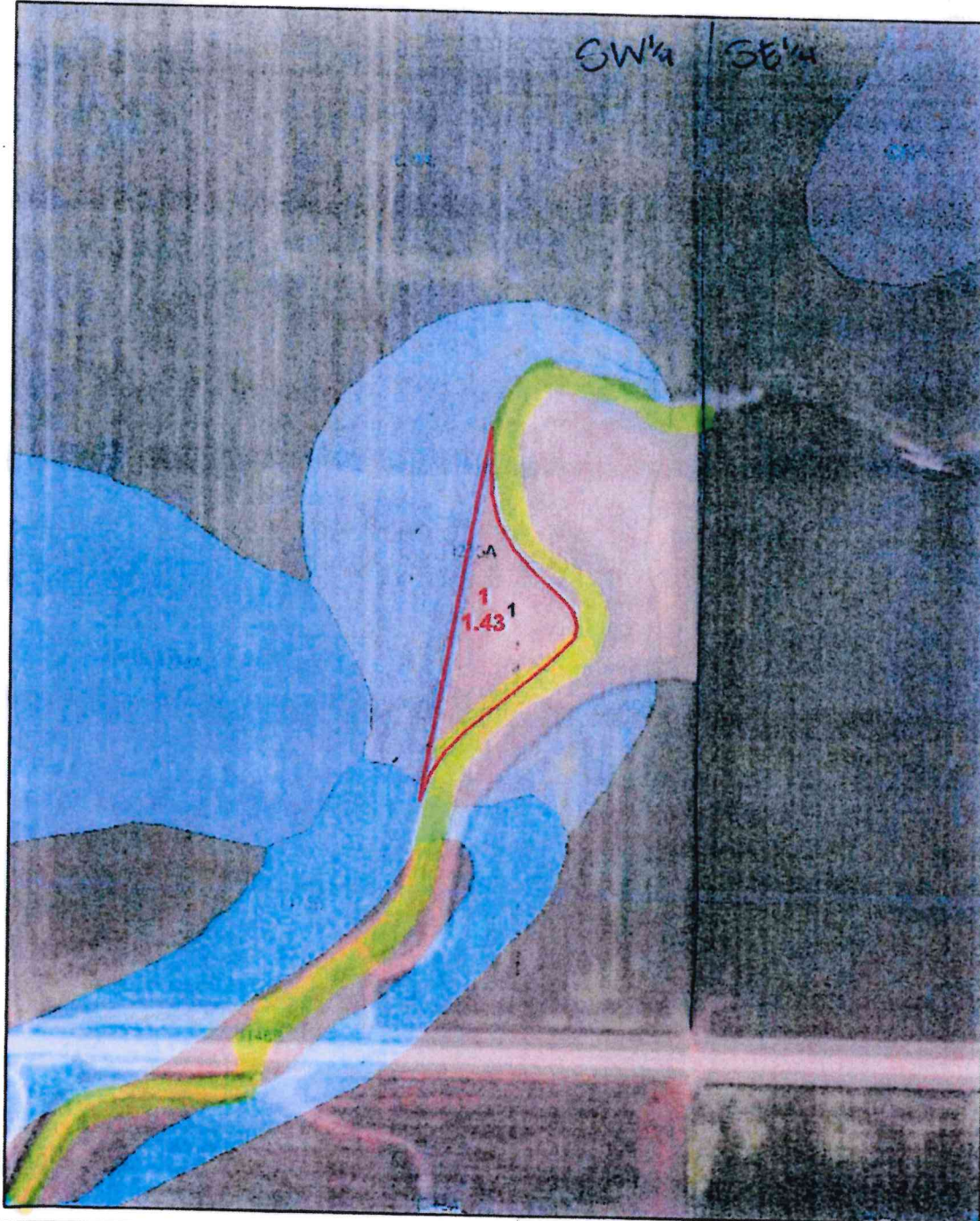
(SIGNATURE PAGES TO FOLLOW)

Scenario Map

General Signup 54

Scenario Name: KRUMPRONALD (1)

Tract: 5849



1,000 Feet

#: Scenario ID
#.00: Scenario Acres
#: CLU Number
AR 01/01/2000

Scenario_Polygon
 Cropland
 Not Cropland

Scenario Map

General Signup 54

Scenario Name: RONALD (1)

Tract: 5851



0

750 Feet

#: Scenario ID
#.00: Scenario Acres
#: CLU Number

Scenario_Polygon
Cropland
Not Cropland

