



OFFICE OF COUNTY RECORDER  
McLEOD COUNTY MINNESOTA

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DOCUMENT NUMBER A-344233

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July 1, 2004, AT 11:00:00 AM

LYNN ETTÉ SCHRUPP, COUNTY RECORDER

Fees:		
EQUIPMENT FUND		\$3.00
SURCHARGE		4.50
GENERAL ABSTRACT		12.50
	Total	\$20.00

Received from/return to:  
MCLEOD COUNTY ABSTRACT &  
TITLE SERVICES LLC  
235 HASSAN STREET SE  
HUTCHINSON, MN 55350

A-344233

BK 137 Pg 589

AMENDED EASEMENT AGREEMENT

THIS AMENDED AGREEMENT made and entered into this 25th day of June, 2004, by and between KERMIT HANKE and SHARLENE HANKE, husband and wife, of McLeod County, Minnesota, as Grantors, and BUFFALO CREEK WATERSHED DISTRICT, a municipal corporation under the laws of the State of Minnesota, as Grantee.

WHEREAS the Grantors are the owners of a tract of land in McLeod County, State of Minnesota, to-wit:

The North Half of the Northeast Quarter of Section 11,  
Township 115 North, Range 30 West;

and,

WHEREAS, the Grantee desires to install a desilting basin on the lands of the Grantors for the purpose of improving the water quality in the private drainage ditch which runs through the Grantors' property and ultimately into Lake Marion, located southeast of the lands owned by Grantors.

NOW THEREFORE, the Grantors, in consideration of the Grantee installing said desilting basin for the purpose of improving the water quality in the drainage ditch located on Grantors' property, grant unto Grantee, its heirs and assigns, an easement, together with other rights hereinafter described, as follows:

1. Grantee shall at its sole cost and expense construct two (2) separate desilting basins on the lands of the Grantors located in the drainage ditch which transverses the Grantors' property above described; according to plans and specifications furnished by Grantors to Grantee.

2. Grantee agrees to construct said desilting basin and clean out the drainage ditch located on Grantors' lands as soon as possible in 1995 after Grantors remove their crop from the surrounding lands. Grantee agrees to level the ditch banks created by such construction and clean-out in the spring of 1996 before planting time. Should Grantee harm any growing crops during construction, it agrees to reimburse Grantors therefore.

3. The Grantors and Grantee agree that Grantee shall maintain the two (2) desilting basins so that they accomplish what they are designed for, to-wit, the removal of silt from the waters flowing in the drainage ditch, and that they will make all necessary repairs to accomplish this purpose at the expense of Grantee as needed during the existence of this agreement. Grantee agrees to level all ditch banks created by the repairs thereto in the spring of the year following the year of the repair before planting time. Any damage done to the crops of the Grantors in the process of repair shall be reimbursed by Grantee to Grantors.

4. Any drainage tile lines severed by the construction of said desilting basins shall be outletted into the drainage ditch at the expense of Grantee.

5. The Grantors hereby grant to Grantee an easement for ingress and egress from the public road located north of the desilting basins over Grantors' field road for the purpose of repair and maintenance at all appropriate times.

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