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424373



Office of County Recorder
McLeod County, Minnesota

Abstract
Pages: 7

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Lynn Ette Schrupp, County Recorder

RECORDER COMPLIANCE FUND: \$11.00
RECORDER TECHNOLOGY FUND: \$10.00
STATE TREASURY GEN FUND: \$10.50
GENERAL ABSTRACT: \$14.50

RECORDING FEE \$46.00

A424373

GAVIN WINTERS & LONG LTD
1017 HENNEPIN AVENUE N
GLENCOE, MN 55336

Title Easement Agreement

This Agreement entered into this 9 day of February, 2016, by and between Kermit Hanke and Sharlene Hanke, husband and wife, Sellers, parties of the first part, (hereinafter "Hanke"), AND Nicholas Kotten, a single person, Purchaser, party of the second part, (hereinafter "Kotten"). Hanke and Kotten may be referred to individually herein as "Party" and collectively herein as "Parties."

WHEREAS, Hanke is the owner of property located in McLeod County, Minnesota and legally described as:

The North Half of the Northeast Quarter, Section 11, Township 115, Range 30, (hereinafter "Hanke Property"); and

WHEREAS, Kotten is the purchaser of a portion of the Hanke Property located in McLeod County, Minnesota and legally described as:

The North 485.00 feet of the East 840.00 feet of the North Half of the Northeast Quarter of Section 11, Township 115 North, Range 30, 9.35 acres no less, (hereinafter "Kotten Property"); and

WHEREAS, there is a tile line commencing under the existing driveway of the Kotten Property near the eastern property line and running approximately 150 feet in a southwesterly direction across the Kotten Property and continuing across the Hanke Property to the existing private ditch located on and running across the Hanke Property (hereinafter "Tile Line A"); and

WHEREAS, there is a tile line running across the northwesterly corner of the Kotten Property for approximately 75 feet in a southwesterly direction and continuing across the Hanke Property to the existing private ditch located on and running across the Hanke Property (hereinafter Tile Line B"); and

WHEREAS, Tile Line A and Tile Line B may be referred to collectively herein as the "Existing Tile Lines."

WHEREAS, an estimate of the location of the Existing Tile Lines are shown on the attached Exhibit "A."

WHEREAS, the term "Tie-In" shall be defined as any portion of tile line constructed on and commencing on the Kotten Property that directly connects to a portion of either Tile Line A or Tile Line B existing on the Kotten Property at the time of this Agreement; and

WHEREAS, Hanke will allow Kotten to connect a total of two Tie-Ins to those portions of Existing Tile Lines located on the Kotten Property for the right to drain waters located on the Kotten Property; and

WHEREAS, Kotten shall not be permitted to connect more than two total Tie-Ins to the Existing Tile Lines unless both Parties consent in writing and such consent shall not be unreasonably withheld; and

WHEREAS, Kotten shall be solely responsible for any and all costs associated with construction of Tie-Ins and connecting to the Existing Tile Lines; and

WHEREAS, either party may enter upon the Hanke Property and Kotten Property to inspect, upgrade, repair, or replace any portion of the Existing Tile Lines, located on either of the respective properties, in need of inspection, upgrade, repair, or replacement; and

WHEREAS, prior to any inspection, upgrade, repair, or replacement of the Existing Tile Lines, both Parties shall discuss and approve a course of action and such approval shall not be unreasonably withheld; and

WHEREAS, if either Hanke or Kotten, for the purpose of necessary upgrade, repair, or replacement of the Existing Tile Lines, wish to utilize tile line pipe with a diameter exceeding that of the Existing Tile Lines, both Parties must consent in writing and such consent shall not be unreasonably withheld; and

WHEREAS, any costs for inspection, upgrade, repair, or replacement of the Existing Tile Line shall be allocated by the percentage of actual benefit attributable to each Party; and

WHEREAS, this agreement is binding upon the Parties hereto, their heirs, personal representatives, administrators, assigns, and any future owners of either the Hanke Property or Kotten Property.

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

1. Hanke is the owner of property located in McLeod County, Minnesota legally described as:

The North Half of the Northeast Quarter, Section 11, Township 115, Range 30,
herein defined as the Hanke Property.

2. Kotten is the purchaser of a portion of the Hanke Property located in McLeod County, Minnesota legally described as:

The North 485.00 feet of the East 840.00 feet of the North Half of the Northeast Quarter of Section 11, Township 115 North, Range 30, 9.35 acres no less,

herein defined as the Kotten Property.

3. There is a tile line commencing under the existing driveway of the Kotten Property near the eastern property line and running approximately 150 feet in a southwesterly

direction across the Kotten Property and continuing across the Hanke Property to the existing private ditch located and running across the Hanke Property,

herein defined as Tile Line A.

4. There is a tile line running across the northwesterly corner of the Kotten Property for approximately 75 feet in a southwesterly direction and continuing across the Hanke Property to the existing private ditch located and running across the Hanke Property, herein defined as Tile Line B.
5. Tile Line A and Tile Line B are referred to collectively herein as the Existing Tile Lines.
6. Tie-In is defined as any portion of tile line constructed on and commencing on the Kotten Property that directly connects to a portion of either Tile Line A or Tile Line B existing on the Kotten Property at the time of this Agreement.
7. Hanke will allow Kotten to connect a total of two Tie-Ins to a portion of the Existing Tile Lines located on the Kotten Property for the right to drain waters located on the Kotten Property.
8. Kotten shall not be permitted to connect more than two total Tie-Ins to the Existing Tile Lines unless both Parties consent in writing and such consent shall not be unreasonably withheld.
9. Kotten shall be solely responsible for any and all costs associated with construction of Tie-Ins and connecting to the Existing Tile Lines.
10. Either party may enter upon the Hanke Property and Kotten Property to inspect, upgrade, repair, or replace any portion of the Existing Tile Lines, located on either of the respective properties, in need of inspection, upgrade, repair, or replacement.
11. Prior to any inspection, upgrade, repair, or replacement of the Existing Tile Lines, both Parties shall discuss and approve a course of action and such approval shall not be unreasonably withheld.
12. If either Hanke or Kotten, for the purpose of necessary upgrade, repair, or replacement of the Existing Tile Lines, wish to utilize tile line pipe with a diameter exceeding that of the Existing Tile Lines, both Parties must consent in writing and such consent shall not be unreasonably withheld.
13. Any costs for needed inspection, upgrade, repair, or replacement of the Existing Tile Line shall be allocated by the percentage of actual benefit attributable to each Party.

THIS DOCUMENT DRAFTED BY:

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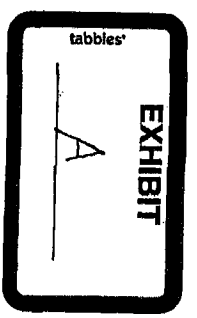
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TILE LINE A

TILE LINE B