

MUTUAL DRAINAGE EASEMENT AND AGREEMENT

413

THIS INDENTURE, Made and entered into this 12th day of August, 1974, by and between ARNOLD WIDMARK and MILDRED WIDMARK, his wife, hereinafter referred to as "WIDMARK", parties of the first part; and DONALD SEDERSTROM and MARION SEDERSTROM, his wife, hereinafter referred to as "SEDERSTROM", parties of the second part; and HAROLD LUNDIN AND MARILYN LUNDIN, his wife, hereinafter referred to as "LUNDIN", parties of the third part;

WITNESSETH:

WHEREAS, The said WIDMARK is the owner of the West Half of the Northwest Quarter ($W\frac{1}{2}$ of $NW\frac{1}{4}$) of Section Ten (10), Township One Hundred Eighteen North (118-N), Range Thirty-one (31-W), Meeker County, Minnesota, and

WHEREAS, The said SEDERSTROM is the owner of the East Half of the Northeast Quarter ($E\frac{1}{2}$ of $NE\frac{1}{4}$) of Section Nine (9), the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}$ of $SW\frac{1}{4}$) of Section Three (3) and the South Half of the Southeast Quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$) of Section Four (4), all in Township One Hundred Eighteen North (118-N), Range Thirty-one West (31-W), Meeker County, Minnesota, and

WHEREAS, The said LUNDIN is the owner of the West Half of the Northeast Quarter ($W\frac{1}{2}$ of $NE\frac{1}{4}$), the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$), the East Half ($E\frac{1}{2}$) of Government Lot One (1) and the North Half ($N\frac{1}{2}$) of Government Lot Two (2), all in Section Nine (9), Township One Hundred Eighteen North (118-N), Range Thirty-one (31-W), Meeker County, Minnesota, and

WHEREAS, The parties hereto desire to execute mutual and reciprocal easements to each other for the purpose of allowing the construction of an underground drain tile system for the purpose of draining surface water by means of lateral tiles into said underground drain tile, all for the use and benefit of the parties hereto and the respective lands and premises owned by each of them.

NOW, THEREFORE, In consideration of the mutual covenants and **414** agreements herein contained, each of the parties above named do hereby grant to the other parties, their heirs and assigns, a mutual reciprocal easement, forever, over and upon the respective lands and premises above named for the purpose of constructing and maintaining an underground drain tile system, consisting of an existing 8-inch underground drain tile on the West Half of the Northwest Quarter (W $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section Ten (10), a new 8-inch underground drain tile to be installed across the East Half of the Northeast Quarter (E $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Nine (9), and a 12-inch underground drain tile across the West Half of the Northeast (W $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Nine (9), the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Nine (9) and the North Half (N $\frac{1}{2}$) of Government Lot Two (2) of Section Nine (9), all in Township One Hundred Eighteen North (118-N), Range Thirty-one West (31-W) and there terminating in an existing ditch.

Each of the parties hereto shall have the right to construct at their own expense lateral tiles and to connect said lateral tiles into said underground main tile heretofore described and such use shall be restricted to the parties hereto, their heirs and assigns, for the use and benefit only on the above described land and none other.

It is further agreed that the cost of constructing a new 8-inch and 12-inch underground drain tile shall be paid as follows:

The sum of \$500.00 by the said WIDMARK,
the sum of \$1,000.00 by the said SEDERSTROM, and
the balance by the said LUNDIN.

The cost of the laterals aforesaid shall be borne by the parties constructing such lateral.

It is further agreed that in the event that repairs and maintenance shall be required in the future insofar as said underground main tile line is concerned, the expense of such repair and maintenance shall be borne by the parties hereto in the following manner:

By the said WIDMARK, one-seventh (1/7) thereof;
by the said SEDERSTROM, two-sevenths (2/7) thereof; and
by the said LUNDIN, four-sevenths (4/7) thereof.

It is also agreed that any maintenance and repair work necessary shall be done at such times and in such manner as to avoid damage to growing crops.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed the day and year first above written.

Arnold Widmark
(Arnold Widmark)

Harold E. Lundin
(Harold Lundin)

Mildred Widmark
(Mildred Widmark)

Marilyn Lundin
(Marilyn Lundin)

Parties of the First Part

Parties of the Third Part


(Donald Sederstrom) /

Marion Sederstrom
(Marion Sederstrom)

Partles of the Second Part

STATE OF MINNESOTA)
) ss.
COUNTY OF MEEKER)

On this 22nd day of August, 1974, before me a Notary Public

within and for said County and State, personally appeared Arnold Widmark and Mildred Widmark, his wife; Donald Sederstrom and Marlon Sederstrom, his wife; and Harold Lundin and Marilyn Lundin, his wife, to me known to be the same persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

This Instrument was drafted by:

Wendell Nelson
30 East Second Street
Litchfield, Minnesota 55355

WENDELL NELSON
HISTORY PUBLIC - MINNESOTA
NEENAH COUNTY

77158

Minnesota Deed Tax due hereon is the sum of \$2.20.

DEED TAX



\$2.20

Office of REGISTER OF DEEDS
Becker County, Minnesota

I solemnly swear this document represents the true and correct copy of the original as recorded on the 23rd day of August A.D. 1974 at 2 o'clock P. M. and has duly recorded in Book - 439 of Msl. page 413-415

Andrew LaSalle Register of Deeds