

**ACREAGE:**

**Hybrid Auction**

**668.46 Acres, m/l**  
in 6 Parcels  
Blue Earth County, MN

Friday  
**September 6, 2024**  
**10:00 a.m.**

**See Brochure for  
Detailed  
Information**



**Nick Meixell**  
Licensed Salesperson in MN  
**507-380-7638**  
**NickM@Hertz.ag**

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Mankato, MN 56001  
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## TILE AND DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of July, 1989, by and between Robert R. Beyer, a single person, (hereinafter referred to as Beyer), and Meldren C. Tolzmann and Hazel L. Tolzmann, husband and wife, (hereinafter referred to as Tolzmann), WITNESSETH:

WHEREAS, Beyer is the owner of certain land in Blue Earth County, Minnesota, described as the Northwest Quarter of Section 24, Township 105 North, of Range 25 West, and Parcel 1

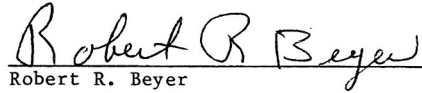
WHEREAS, Tolzmann are the owners of certain property situated in Blue Earth County, Minnesota described as the Northeast Quarter of Section 24, Township 105 North, of Range 25 West, and

WHEREAS, for good and valuable consideration, Beyer has provided a 10" plastic tile outlet through the existing 10" tile on his above described property for the purpose of draining Tolzmann's newly installed 5" plastic tile in Tolzmann's property above described, and the parties wish to formalize their agreement in connection therewith,

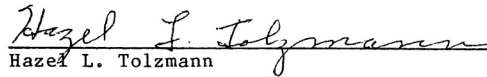
NOW THEREFORE, in consideration of the mutual promises contained herein it is agreed as follows:

1. Beyer grants to Tolzmann a perpetual easement to drain the above described tract of land belonging to Tolzmann into and through the tile located on the property of Beyer.
2. This easement shall bind the heirs, personal representatives and assigns of both parties hereto, shall run with the land in perpetuity, and shall be subject to the following conditions and provisions:
  - a. Any expense of repair or maintenance for the tile located on the property owned by Beyer shall be borne by Beyer.
  - b. Any expense of repair or maintenance for the tile located on the property owned by Tolzmann shall be borne by Tolzmann.
  - c. Tolzmann shall have the right to enter upon the land of Beyer for the purposes of inspecting the tile.
  - d. Beyer agrees to adequately maintain the outlet tile located on his property so as to continue free flowage of the water and to ensure that Tolzmann has an outlet.
  - e. Neither party shall abuse or misuse any of the tile described so as to adversely affect the drainage on the property of the other.
  - f. Tolzmann reserves the right to add an additional 1,500 feet of tile on their land for that portion of the watershed which would outlet through the Beyer property.

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

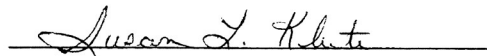
  
Robert R. Beyer

  
Meldren C. Tolzmann

  
Hazel L. Tolzmann

STATE OF MINNESOTA )  
  )SS.  
COUNTY OF BLUE EARTH )

On this 11<sup>th</sup> day of July, 1989, before me, a notary public, within and for said County and State, personally appeared Robert R. Beyer, a single person and Meldren C. Tolzmann and Hazel L. Tolzmann, husband and 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.





Drafted by: Regan, Kunard, Barnett & Kakeldey, Ltd.  
226 North Broad  
Mankato, MN 56001

Office of County Recorder  
COUNTY OF BLUE EARTH, MINNESOTA

I hereby certify that the within instrument was filed for record

in this office at 1:00 P.M.  
12 JULY 1989

on 12 JULY 1989  
and was duly recorded as document  
307CR785

No. 307CR785  
E. William James, County Recorder

by E. William James Deputy

-5-

*info. pd  
1:00*

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of November, 1983, by and between Robert Lemke and Jean Lemke, parties of the first part hereinafter referred to as "Lemkes" and Evelyn Erdman, a single person, hereinafter referred to as "Erdman", party of the second part, and Melvin Beyer and Kathryn Beyer, parties of the third part, hereinafter referred to as "Beyers", all of the County of Blue Earth, and State of Minnesota;

WHEREAS, the Lemkes are owners of the Northwest Quarter (NW1/4) less the Southeast Quarter (SE1/4) of Section Twenty-Five (25), Township One Hundred Five (105), Range Twenty-five (25), Blue Earth County, Minnesota, and

WHEREAS, Erdman is the owner of the <sup>E 1/2 of Parcel 2</sup> East Half (E1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Twenty-Five (25), Township One Hundred Five (105), Range Twenty-five (25), Blue Earth County, Minnesota, and

WHEREAS, Beyers are the owners of the <sup>W 1/2 of Parcel 2</sup> West Half (W1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section Twenty-Five (25), Township One Hundred Five (105), Range Twenty-five (25), Blue Earth County, Minnesota.

WHEREAS, the parties desire to enter into a Drainage Agreement whereby all parties will be permitted to drain certain waters from the above-described properties owned by them, more particularly the Erdmans and the Beyers will be allowed to drain Tracts 2 and 3 in a Northeasterly direction across the above-described property owned by Lemkes, which is Tract 1. The exact description of the line shall be furnished by the Tiler and shall be attached hereto as Exhibit A.

NOW THEREFORE, in consideration of the promises and covenants herein contained and the payment of Twenty-Five Hundred and No/100 (\$2,500.00) to the Lemkes, it is mutually agreed by and between the parties hereto as follows:

1. The Lemkes agree to allow a tile outlet for drainage and to grant to Erdman and Beyers the easement and right-of-way for purposes of constructing and maintaining and repairing the tile drainage system.
2. The parties hereto agree to construct, maintain and keep in repair a tile drainage system over and across the said three tracts of land owned by the parties hereto as above described and along approximately the line hereinbefore set forth, of sufficient tile sizes (12") as to

-1-

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make a proper and sufficient outlet of any drainage systems the parties may establish upon their own lands as above described so as to sufficiently drain the same for cultivation in such manner as each of the parties may deem advisable.

3. The parties hereto agree that Erdman and Beyers will be permitted to drain certain waters from the said Tracts No. 2 and 3 onto said Tract No. 1 owned by Lemkes and that Erdman and Beyers shall pay for all costs associated with the construction, maintenance, and repair of said drain tile and to connect any tiles located upon the above-described tracts, and those two parties agree to share all costs equally.

4. That each of the parties agree and hereby grant unto each of the other parties to this Agreement, easements and right-of-way for themselves, their tenants, agents, or licensees in common, with all others having the like right at all times hereafter, over and across the above described lands with the right of ingress to and egress from the same without unreasonable damage to each other, for the purpose of constructing, maintaining and repairing said tile drainage system as above set forth, or as the same may be hereinafter maintained or repaired, and to remove any obstructions in said tile system as may be necessary from time to time and to at all times keep said tile drainage system in such working order and such state of repair so that none of the parties suffer damage by reason of a failure to maintain or repair said tile drainage system.

5. In the event that any damage to the above-mentioned drainage tile system is caused due to either the negligent or wanton misconduct of any one of the parties to this Agreement, such party hereby agrees that they will assume and pay for any and all expenses incurred in repairing said damage.

6. It is agreed that if any of the parties to this Agreement refuse to maintain and repair the tile line as required by this Agreement, then, and in that event, the other parties may incur expenses thereafter for maintaining and repairing the same and upon notice and proof of such expense, the party incurring the expense shall be reimbursed in full, together with a reasonable attorney's fee and any costs and disbursements incurred in effecting collection.

-2-

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7. It is mutually agreed that the Lemkes shall incur no cost in providing the hook-up nor the installation or maintenance of the new tile line.

8. It is mutually agreed that all of the covenants, terms, and conditions of this Agreement shall be construed as real covenants running with the land in perpetuity, and shall extend to and firmly bind the heirs, executors, administrators, successors, partners, agents and assigns of the respective parties hereto, as firmly as the respective parties are themselves bound. No one else shall be allowed to hook onto this tile system without the consent of all parties hereto.

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

Robert Lemke  
Robert Lemke

Jean Lemke  
JEAN Lemke

Evelyn Erdman  
Evelyn Erdman

Melvin Beyer  
Melvin Beyer

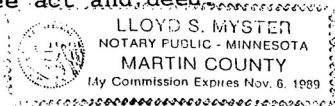
Kathryn Beyer  
Beyer

STATE OF MINNESOTA )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of November, 1983, before me, a Notary Public within and for said County and State, personally appeared Robert Lemke and \_\_\_\_\_ Lemke, husband and wife; to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

STATE OF MINNESOTA )  
 )SS.  
COUNTY OF Martin )

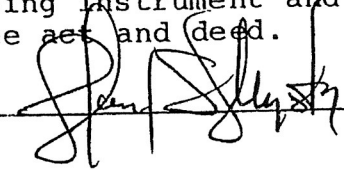
On this 30<sup>th</sup> day of November, 1983, before me, a Notary Public within and for said County and State, personally appeared Evelyn Erdman, a single person, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



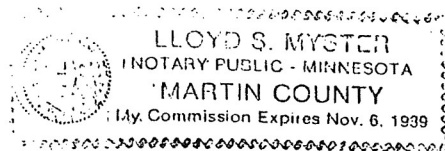
[Signature]

STATE OF MINNESOTA )  
  )SS.  
COUNTY OF MARTIN )

On this 7 day of November, 1983, before, me, a Notary Public within and for said County and State, personally appeared Melvin Beyer and *Kathryn* Beyer, husband and wife; to me known to be the 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:  
LLOYD S. MYSTER  
ERICKSON, ZIERKE, KUDERER, MYSTER,  
MADSEN & WOLLSCHLAGER, P.A.  
114 West 2nd Street  
Fairmont, MN 56031



LLOYD S. MYSTER  
NOTARY PUBLIC - MINNESOTA  
MARTIN COUNTY  
My Commission Expires Nov. 6, 1989

A G R E E M E N T

B254 F 998

THIS AGREEMENT, made and entered into this 20th day of September, 1979 by and between Norbert V. Beyer and Gladys H. Beyer, parties of the first part and Joseph Schuster and Ann Schuster, parties of the second part, all from the County of Blue Earth and State of Minnesota;

WHEREAS, the parties of the **first part** are the owners of the **Southwest Quarter (SW $\frac{1}{4}$ )** of <sup>Parcel 4</sup> **Section Twenty-five (25)**, Township One Hundred Five (105), Range Twenty-five (25), Blue Earth County, Minnesota and the parties of the second part are the owners of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty-six (36), Township One Hundred Five (105), Range Twenty-five (25), Blue Earth County, Minnesota;

AND WHEREAS, the parties of the first part have, with the expressed permission and consent of the parties of the second part, constructed and installed two 8 inch tile lines running from the Southern portion of their above described Quarter Section through the Northern portion of the second parties above described Quarter Section and emptying into the open ditch, hereinafter called the "Cobb River" which runs through the second parties said Quarter Section in a Easterly and Westerly direction, both tile lines of which run in a North and South direction the Westerly most of which is approximately 400 feet East of the West line of the two above described Quarter Sections and extending from the "Cobb River" Northerly a distance of approximately 500 feet through the property of the parties of the second part and extending into the property of the parties of the first part and the Easterly most of which is approximately 600 feet West of the East line of the above described Quarter Sections and extends from the "Cobb River" approximately 350 feet North through the property of the parties of the second part and into the property of the parties of the first part;

AND WHEREAS, the parties hereto desire to adjust and agree upon their respective rights and obligations with respect to said tile lines;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the second parties do hereby give, bargain and sell to the first parties, their

TITLE UPDATE 05.245.2024 P. 42

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- 2 -

heirs, assigns, and successors in interest and easement for drainage of the above described Quarter Section of the parties of the first part through said tile lines and for inspection, repair and maintenance of said tile lines.


It is agreed and understood that the second parties shall have the right to hook up feeder tile lines to the above described tile lines installed by the parties of the first part for purposes of draining that portion of the above described Quarter Section of the parties of the second part which lies North of the "Cobb River".

It is further mutually understood and agreed that all costs and expenses of inspecting, repairing and maintaining the said tile lines which have been installed by the parties of the first part shall be borne by the parties of the first part and any repairs thereto will be accomplished at such times as there will be no damage to standing crops of the parties of the second part, however, any costs for inspection, maintenance and repair of any feeder tile lines hooked onto said tile lines by the parties of the second part shall be borne by the parties of the second part.

It is further understood and agreed that this agreement shall run with the land and be an obligation and benefit thereto; and shall be binding upon the heirs, executors, administrators, assigns, and successors in the interest of the parties hereto.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals the date here first above written.

  
Norbert V. Beyer

  
Gladys W. Beyer

  
Joseph Schuster

  
Ann Schuster

ANN SCHUSTER DATE 05.24.2024 P. 43


- 3 -

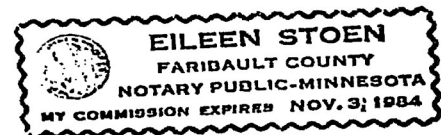
STATE OF MINNESOTA

ss

COUNTY OF FARIBAULT

On this 20<sup>th</sup> day of September 1979 before me, a notary public, within and for said County and State, personally appeared Norbert V. Beyer and Gladys H. Beyer, husband and wife, and Joseph Schuster and Ann Schuster, husband and wife, to me known to be the persons described and who executed the foregoing agreement and acknowledged that they executed the same as their free act and deed.





This Instrument Was Drafted By:

Randel I. Bichler  
Attorney at Law  
Box 98  
Wells, Minnesota 56097  
PH: (507) 553-5021

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# Drainage Agreement

Parcel 4 - 150.83 Acres, m/l

Parcel 5 - 80.23 Acres, m/l

## DRAINAGE EASEMENT

THIS INDENTURE, made this 15th day of April, 1968, by and between Martin Beyer, a single person, party of the first part; Arnold Schuster and Dorothy Schuster, husband and wife, parties of the second part; and Norbert V. Beyer and Gladys Beyer, husband and wife, parties of the third part.

WITNESSETH:

WHEREAS party of the Parcel 5 first part is the owner of the following described premises: SW $\frac{1}{4}$ SE $\frac{1}{4}$  Section 25-105-25; and parties of the second part are the owners of the following described premises: NW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 36-105-25; and parties of the third part are the owners of the following described premises; SW $\frac{1}{4}$  Section 25-105-25; and

WHEREAS parties of the third part have installed a drainage tile over, across, and through the lands owned by party of the first part and parties of the second part, described above, which drain tile outlets into the Cobb River;

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration to them paid by the parties of the third part, the receipt whereof being hereby acknowledged, the party of the first part and the parties of the second part, for themselves, their heirs and assigns, have this day bargained and sold, and by these presents do bargain, sell, convey, transfer, and deliver unto third parties, their heirs and assigns, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereinabove described, at any time that they may see fit, and construct, maintain, and repair underground tile for the purpose of draining water over, across, through, and under the lands hereinabove described, together with the rights to excavate and refill ditches and trenches for the location of said drain tile, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said drain tile.

As part of the consideration for this grant, the parties of the third part do hereby agree to maintain said drain tile at their sole expense; and first party and parties of the second part agree that no other drainage tile shall be connected to the tile installed by third parties without the written consent of third parties, their heirs and assigns, and that third parties may drain any and all lands owned by them, now or in the future, through said drain tile, it being understood that said drain tile shall not exceed 14 inches in diameter; and that first party and parties of the second part do hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted, except damages to growing crops.

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



STATE DEED TAX  
DUE HEREON  
\$ 2.20

Martin Beyer  
Martin Beyer, party of the first part

Arnold Schuster  
Arnold Schuster

Dorothy Schuster  
Dorothy Schuster

**Nick Meixell**

Licensed Salesperson in MN

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