DRAINAGE AND TILING EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 2024, by and between Thomas O. Blackstad, (hereinafter referred to as "Blackstad") and Gordon C. Bau and Jane A. Bau, spouses married to each other, (hereinafter collectively referred to as "Bau").

WHEREAS, Blackstad is the owner of:

See attached Exhibit "A";

(hereinafter referred to as the "Blackstad Property").

WHEREAS, Bau is the owner of:

See attached Exhibit "B",

(hereinafter referred to as the "Bau Property").

WHEREAS, there are now-existing tile lines running through the Blackstad Property and the Bau Property.

WHEREAS, a tile main runs from the Blackstad Property through the Bau Property and serves both the Blackstad Property and the Bau Property (see attached Exhibit C and hereinafter referred to as the "new tile main").

WHEREAS, the parties have come to an agreement to allow Blackstad access to the new tile main running from the Blackstad Property through the Bau Property.

WHEREAS, Blackstad and Bau wish to put their agreement in writing.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, in consideration of the mutual promises, covenants, terms, conditions and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Each party hereby grants to the other a permanent easement over and across their respective properties to allow the continued use and maintenance of the new tile main, along with the right to enter upon the other's property for the purpose of making necessary repairs and improvements to the new tile main.

2. Both parties agree that each will not allow others to connect to the new tile main without the express written consent of the other.

3. The cost of future repairs, maintenance, and replacement of the new tile main shall be paid 25% by Bau and 75% by Blackstad.

4. Other than as to the new tile main, each party agrees to be solely responsible for the costs of such repairs for any other tile lines or intakes located on their respective parcels.

5. This agreement shall bind the heirs, successors, and assigns of the parties hereto, and the easements and obligations herein established shall be covenants that run with the Blackstad and Bau Properties as described herein.

The remainder of this page is intentionally left blank.

Thomas O. Blackstad

STATE OF MINNESOTA)
) ss.
COUNTY OF BROWN)

The foregoing instrument was acknowledged before me on _____, 2024, by Thomas O. Blackstad.

Gordon C. Bau

Jane A. Bau

STATE OF MINNESOTA)
) ss.
COUNTY OF ~~BROWN~~ Mower)

The foregoing instrument was acknowledged before me on November 21, 2024, by Gordon C. Bau, spouse of Jane A. Bau, spouses married to each other.

KIMBERLY A. TIEDEMANN
Notary Public-Minnesota
My Commission Expires Jan. 31, 2028

STATE OF MINNESOTA)
) ss.
COUNTY OF ~~BROWN~~ Mower)

The foregoing instrument was acknowledged before me on November 21, 2024, by Jane A. Bau, spouse of Gordon C. Bau, spouses married to each other.

KIMBERLY A. TIEDEMANN
Notary Public-Minnesota
My Commission Expires Jan. 31, 2028

THIS INSTRUMENT WAS DRAFTED BY:
Shari P. Fischer
Fischer Law, PA
500 N Broadway St
PO Box 183
New Ulm MN 56073

EXHIBIT "A"

BLACKSTAD PROPERTY

Government Lots 11 and 12, Section 30, Township 108, Range 31, Brown County, Minnesota, EXCEPTING THEREFROM:

> A tract of land located in Lots 11 and 12 of Section 30, Township 108, Range 31, Brown County, Minnesota, described as follows, to-wit: Commencing at the Southeast corner of Lot 12. Section 30, Township 108, Range 31; thence North 90 degrees 00 minutes West (assumed bearing) 1,238 feet to the point of beginning; thence continuing North 90 degrees 00 minutes West 45 feet; thence North 00 degrees 00 minutes West 486 feet; thence North 90 degrees 00 minutes West 264 feet; thence North 00 degrees 00 minutes West 520 feet; thence North 90 degrees 00 minutes East 267 feet; thence South 00 degrees 00 minutes East 83 feet; thence North 90 degrees 00 minutes East 210 feet; thence South 00 degrees 00 minutes East 112 feet; thence North 90 degrees 00 minutes East 100 feet; thence South 00 degrees 00 minutes East 224 feet; thence North 90 degrees 00 minutes West 268 feet; thence South 00 degrees 00 minutes East 587 feet to the point of beginning.

AND

Government Lots 4 and 9, Section 30, Township 108, Range 31, Brown County, Minnesota, EXCEPTING THEREFROM the Northerly 18.77 acres of said Lot 4 and ALSO EXCEPTING the following land in said Lot 4, described as follows: Beginning at a point 80 rods north from the southeast corner of said Lot 4, running thence West 16 rods; thence South 40 rods; thence East 16 rods; thence North 40 rods to the place of beginning, making 4 acres.

PID: 160.030.003.13.050

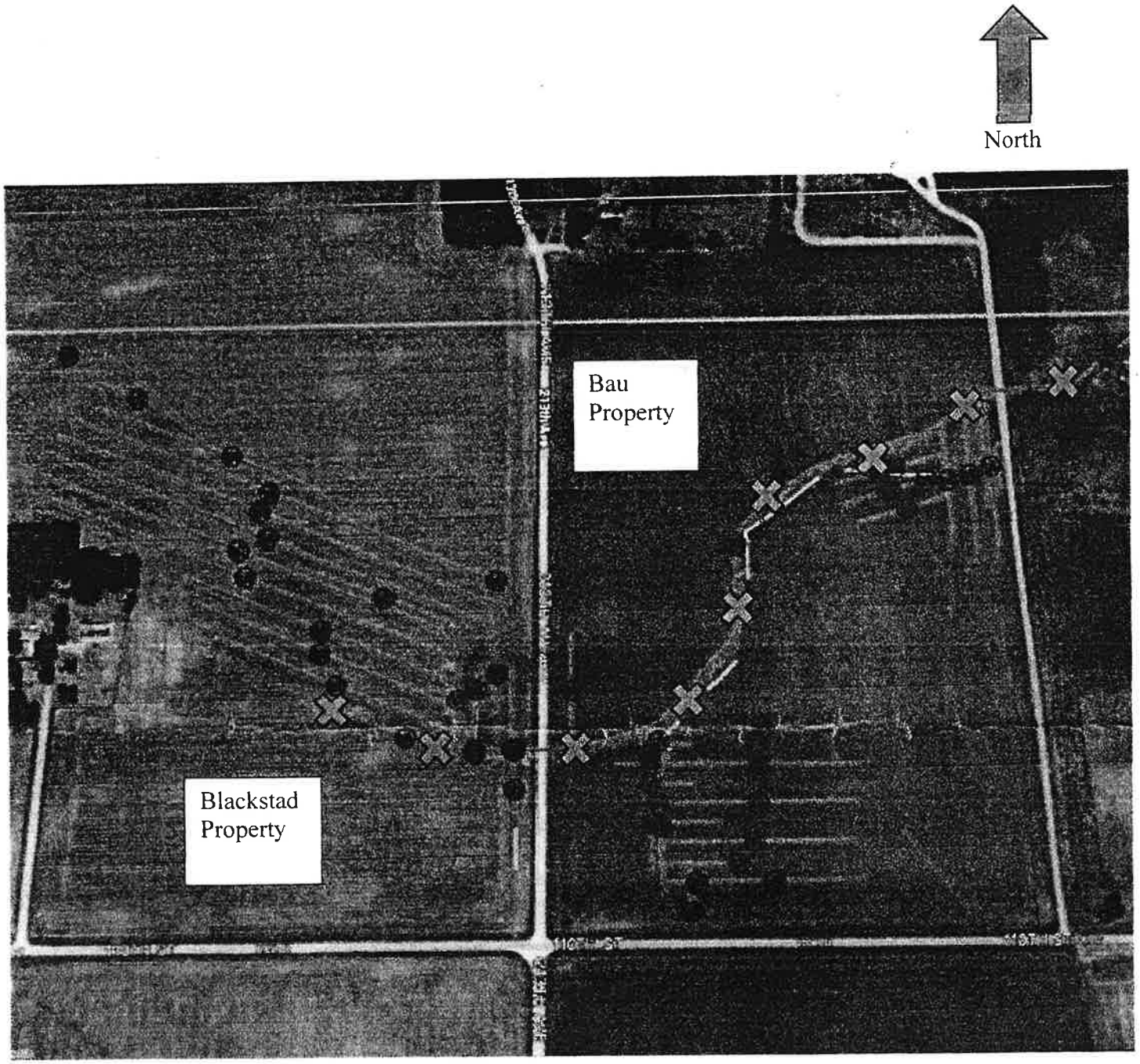
EXHIBIT "B"

BAU PROPERTY

Lot 5; and also the Southwest Quarter of the Southeast Quarter (SW¼ of SE¼), Section 30, Township 108, Range 31, Brown County, Minnesota, EXCEPTING THEREFROM the following:

1. Paul and Sheri First Subdivision in the Southeast Quarter of Section 30, Township 108, Range 31, Brown County, Minnesota.

2. That part of Government Lot 5, Section 30, Township 108, Range 31, Brown County, Minnesota, described as follows: Commencing at the South Quarter corner of said Section 30; thence on an assumed bearing of North 0 degrees 00 minutes 00 seconds East, along the north-south quarter line of said section, a distance of 1981.93 feet to an iron monument, said iron monument being the point of beginning of the tract to be described; thence South 89 degrees 08 minutes 49 seconds East a distance of 641.73 feet to an iron monument; thence North 5 degrees 57 minutes 42 seconds East a distance of 546.27 feet to an iron monument; thence continuing North 5 degrees 57 minutes 42 seconds East a distance of 25.00 feet, more or less, to the shore line of Lake Hanska; thence northwesterly along said shore line, a distance of 731 feet, more or less, to the north-south quarter line of said section; thence South 0 degrees 00 minutes 00 seconds West, along said north-south quarter line, a distance of 63 feet, mor or less, to the center of said section; thence continuing South 0 degrees 00 minutes 00 seconds West, along said north-south quarter line, a distance of 661.93 feet to the point of beginning, containing 9.5 acres, more or less.

EXHIBIT "C"

NEW TILE MAIN