

EXHIBIT "A"

(From Book "M" of Miscellaneous Records, on Page 405.)

This Agreement, made and entered in to this 26th day of September A.D. 1927, between Henry Voshage, a widower, owner of the NE $\frac{1}{4}$ and the E $\frac{1}{2}$ of E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 15, and the S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 14, all in township 105, Range 34, Cottonwood County, Minnesota, party of the first part,

Dietrich Stoesz, owner of the SE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 15, Township 105, Range 34, Cottonwood County, Minnesota, and Helena Stoesz, his wife, parties of the second part,

Andrew Johnson and Anna Johnson, his wife, and Fred Johnson and Ellen Johnson, his wife, owners of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 14, Township 105, Range 34, parties of the third part,

Aganetha Thiessen, a widow, owner of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 14, and the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 14, all in Township 105, Range 34, parties of the fourth part,

Jacob H. Wall, owner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 14 and the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13 and the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 23, all in Township 105, Range 34, Cottonwood County, Minnesota, and Agatha Wall, his wife, parties of the fifth part.

Witnesseth, Whereas, the parties hereto have for a valuable, as well as a mutual consideration and for their joint and several benefit agreed to make, construct and build a certain tile drain and open ditch which is to run over and across the lands above described, or parts of them, the main open ditch and tile ditch of which commencing approximately and running near or about the course as follows:

Commencing at a point about 90 rods east and 35 rods North of the southwest corner of the SW $\frac{1}{4}$ of Section 13-105-34, as a point of commencement, running thence in a slightly southeasterly direction over and across the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section 13, thence into and over the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said section 13 in an easterly, slightly northeasterly, and southwesterly direction following the natural water course thereon to a point about 45 rods north of the southwest corner of said SW $\frac{1}{4}$ of Section 13, thence over and across the public highway at said point and into and over the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14-105-34, in a slightly southwesterly direction about 25 rods to a point about 30 rods north of and about 25 rods east of said southwest corner of Section 13, thence in a Northwesterly direction over and across the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14, to a point about 15 rods south of the northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 14, thence into and over the E $\frac{1}{2}$ SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 14 in a northwesterly direction to a point about 20 rods west of the southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 14, thence in a slightly northwesterly direction over the E $\frac{1}{2}$ NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 14, to a point about 2 rods north of the southwest corner of the E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 14, to a point about 2 rods north of the southwest corner of the E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, thence into and over the W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14 in and easterly direction to a point 1 or 2 rods north of the southwest corner of the W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 14, thence into and over the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, in a westerly and slightly northwesterly direction to a point about 10 rods north of the Southwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 14, thence into and over the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 14, in a northwesterly direction to a point about 27 rods south of and 52 rods east of the northwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 14-105-34, at which point the main open ditch is to terminate and from said point said main ditch to be constructed is to be of tile and from the point of termination of said open ditch as above described, said main ditch shall continue as follows:

From said point of termination of open ditch, thence in a slightly northwesterly direction over said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 14, to a point about 13 rods south of the Northwest corner of the SW $\frac{1}{4}$ 14-105-34, thence crossing the public highway at said point and into and over the SE $\frac{1}{4}$ 15-105-34 in a northwesterly direction to a point about 10 rods west of the northeast corner of the SE $\frac{1}{4}$ 15-105-34, thence into and over the NE $\frac{1}{4}$ 15-105-34 in a northwesterly direction to a point about 25 rods south and 15 rods east of the Northwest corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ 15-105-34 and there to terminate. That the description of the starting point, route and termination of said ditch and drain tile as above given may not be exactly correct, but the ditch and drain tile to be here established, the main ditch and tile thereof, is to be laid about as above indicated, following at all times as nearly the natural water course and the most advantageous, feasible and shortest route near thereto as can be obtained and secure the best results.

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The open ditch which is to be constructed along the line as above described from the out-let in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ 13-105-34, up to the point of termination of said in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ 14-105-34, shall be dug, constructed, and built of sufficient depth, width and grade that the same shall afford a good and sufficient outlet for the waters that are to be tiled and drained into said ditch on the lands of the respective parties hereto, to that when the same is dug and contracted, all branches and laterals that will be needed or necessary to drain any of the lands of the respective parties hereto, that the outlet into the open ditch will be of sufficient depth therefor, and so that said tile may be at all places in the ground not less than 3 feet, said open ditch, after the same has been built and constructed, as herein provided by the parties hereto, each property owner over which said open ditch runs is to keep the said ditch clean where it traverses his said land on both sides by mowing the grass. However the respective parties hereto at the time of the construction of the ditch, are to level off the ditch banks for two rods on each side and the same is to be seeded to grass and the expenses thereof is to be considered a part of the cost of the construction of the ditch. It is also agreed that said ditch is to be constructed in such a manner that machinery can be drawn over and across said ditch.

It is also agreed that for 2 rods on either side of said open ditch along its entire course the ground shall not be plowed but shall be perpetually kept to grass and the same mowed by the respective parties owing the land adjoining said ditch.

It is further agreed that should said open ditch become out of repair or require or need cleaning, that then and in such case, the same shall be cleaned by all parties to this agreement and the cost thereof shall be payable by said respective parties in the same proportion as is hereinafter stated they are to pay toward the cost of the construction of said ditch.

It is further agreed that if said open ditch should become out of repair or need cleaning and any one or more of the respective parties to this agreement, their heirs, executors, administrators or assigns, neglect or refuse to clean the same, then then and in such case any other party or parties to this agreement may serve upon the one or ones so neglecting or refusing so to do, a demand that they either assist in the cleaning out of said ditch or pay their share of the cost of the cleaning thereof, such demand to be served at least 20 days before any cleaning shall be done by the party or parties serving the demand and upon failure of the party or parties upon whom such demand may be served, to join in the cleaning thereof, or in the payment thereof, then and in such case the party or parties so serving such demand may cause said ditch to be cleaned or repaired, keeping tract of the cost thereof, and upon the completion thereof shall have the right to recover in a suit at law against the party or parties refusing their proportionate part of the costs of such repairs or cleaning, which proportion shall be the same per centage as the respective parties hereto paid toward the cost of construction of said ditch.

The tiled portion of said main ditch and drain, commencing at the point of termination of said open ditch in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14-105-34, from said point to the public highway and through the public highway and to a point about 1 rod west of and 13 rods south of the Northwest corner of the SE $\frac{1}{4}$ of Section 15-105-34, shall be fourteen inch tile. From said point on in said main part of said tile ditch to the termination thereof, in the Northeast quarter of Section 15, they shall not be less than 10 inches. On the cost of construction of that part of the 14 inch tile from the termination of the open ditch to the point 1 rod west and 13 rods south of the northeast corner of the SE $\frac{1}{4}$ of Section 15-105-34, the same shall be paid by the respective parties as follows:

Second party shall pay 5/12ths thereof.

First party shall pay 5/12ths thereof.

Third party shall pay 1/6th thereof.

This includes the cost of tile, labor and digging, and all expenses in connection with construction thereof.

From said last mentioned point on to the termination of said tiled part of said ditch, in the NE $\frac{1}{4}$ of Section 15, the party of the first part shall pay the entire cost of the tile, digging and construction thereof.

It is further agreed between the parties that in event the tile ditch herein to be constructed along the main ditch should become out of repair, that then and in such case the parties hereto, paying for the cost of the construction of the same shall pay for the cost of the repair thereof, to the same extent and proportion as they pay toward the cost of the construction, and that said parties shall make such repairs and failing so to do, the party aggrieved thereby upon demanding that said repairs be made, of the parties who should make such repairs, and their failing for 20 days to do

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so, may enter upon the land of the party or parties so failing to make such repairs and repair the same, doing no unnecessary damage to crops thereon, keeping tract of the cost and when such repair is complete the same constitute a valid claim against the party or parties who should have made said repairs under this agreement, and they shall be liable therefor.

The mutual benefits to be derived through said drainage system by each of the parties hereto including the rights to construct branches, laterals and sub-laterals as hereinafter provided is hereby acknowledged by each of the parties as a part of the consideration received by them by this agreement from the others, and in addition thereto the parties hereto agree to pay the following sums toward the cost of the construction of said main open ditch, which cost of construction includes principally the digging and leveling off the banks and providing adequate out-let, to-wit:

Henry Voshage, first party, 42% of the total cost of construction of said open ditch.

Dietrich Stoesz, second party, 32% of the total cost of construction of said open ditch.

Aganetha Thiessen, fourth party, 13% of the total cost of construction of said open ditch.

Jacob H. Wall, fifth party, 13% of the total cost of construction of said open ditch.

The said to be paid by said respective parties as soon as said open ditch is complete.

It is further agreed between all of the parties to this agreement, that the party of the fifth part, his heirs, executors, administrators or assigns, may permit the owner of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the North 10 acres of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, now known as the A. J. Goertzen farm of 210 acres to have an out let for his said land at a point commencing about 10 rods east of the southwest corner of the E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, over and across said tract in a slightly northwesterly, northerly and northeasterly direction to the open ditch above described same to pass over the natural water course thereon as nearly as possible provided fifth party and the owner of said land in the Northeast Quarter of Section 23 agree among themselves on the amount each shall pay to connect such tile with said open ditch and provided further that the owner of said NE $\frac{1}{4}$ of Section 23, shall pay 20% of the total of the construction of the open ditch to the following parties to this agreement before such connection or passing over said lands, viz:

42% of said 20% to first party, his heirs, executors, administrators or assigns.

32% of said 20% to second party, " " "

13% of said 20% to fourth party, " " "

13% of said 20% to fifth party, " " "

and upon complying with said conditions, such owners of the NE $\frac{1}{4}$ 23-105-34, if said branch is constructed, shall have the right to have the same carry the waters from his said lands through said branch over and across the E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, to said open ditch but otherwise no rights shall accrue in his favor hereunder.

It is agreed by all parties hereto, that the party of the second part shall have an outlet for the land above described owned by him, commencing at a point about 1 rod east of and 38 rods north of the southeast corner of the SE $\frac{1}{4}$ 15-105-34 and thence from his said land across the public highway and over the W $\frac{1}{2}$ SW $\frac{1}{4}$ 14-105-34 in a northeasterly direction to said open ditch, and that the parties of the third part shall build and construct said branch which shall be of tile not less than 10 inches in size and in the ground not less than 3 $\frac{1}{2}$ feet on second partys land so as to give him adequate outlet for his said water, through said branch and that thereafter, he shall have the right to have the water from his said land above described pass through said tile to said open ditch, and easement rights for such purposes, all of which said easement rights are hereby granted to second party, by third parties, their heirs, executors, administrators and assigns, but it is agreed that the party of the second part shall pay to the parties of the third part toward the construction of said branch, the difference of the cost of construction between a 6 inch tile and an 8 inch tile or 9 inch tile, if the 9 inch tile is used, and pay the same immediately upon the construction there; the construction of which said branch shall be done at such time as either said second or third parties desire to tile, and so notify the other and should either of the parties to this covenant neglect or refuse to construct said branch on the request of the other, the party desiring and demanding the construction thereof, may then enter upon the ground over which the same passes, doing no unnecessary damage to crops, construct the same, paying therefor, and the party failing or neglecting shall be liable to the other for the part or portion of the cost thereof as herein provided he should pay and said sum shall then be due and payable.

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It is further agreed between all the parties hereto, that the fifth party, his heirs, executors, administrators or assigns, shall have the right and privilege of connecting with said open ditch by a tile commencing on his said land in the $N\frac{1}{2}$ $NW\frac{1}{4}$ 23-105-34 at a point about - rods east of and - rods south of the northwest corner of the $NE\frac{1}{4}$ $NW\frac{1}{4}$ 23-105-34, running thence in a northerly direction over said land and over the $SE\frac{1}{4}$ $SW\frac{1}{4}$ 14-105-34, to said open ditch, following the natural water course thereon as nearly as practical.

Fourth party hereby gives and grants unto said fifth party, the right and privilege of carrying his water from said land over and across said $SE\frac{1}{4}$ $SW\frac{1}{4}$ of Section 14, through a tile ditch which may be constructed as above set forth, said branch to be constructed by the fourth and fifth parties at such time as either one of them may demand of the other, and the party of the fifth part shall pay toward the cost of construction thereof, the difference between a 6 inch tile and a 10 inch or 12 inch tile, if 12 inch tile is used, same to be payable when said branch tile is constructed, to the party of the fourth part. Should either of the parties on demand, neglect or refuse to construct said branch when demanded by the other, then and in such case the party desiring or demanding the construction thereof may cause the same to be constructed and for such purpose enter upon the land of the other for the purpose of constructing same, doing no unnecessary damage and when the same is complete shall have the right to recover of the party failing or neglecting to pay his proportion of the cost of construction thereof, such proportion as is herein agreed should be paid by said respective parties toward the construction thereof.

From said open ditch, across the $SE\frac{1}{4}$ $SW\frac{1}{4}$ of said Section 14, said branch tile shall be not less than 10 inches in size and shall not be less at any point, then $3\frac{1}{2}$ feet in the ground and at such grade as will carry the water to the open ditch from the fifth party's land and fifth party shall pay to fourth party toward the cost of construction thereof, the difference between 6 inch tile and 10 inch tile, same to be payable at the time said branch is constructed.

It is further agreed between all the parties hereto, that the party of the first part shall have the right and privilege to make a branch connection with said open ditch from the $SW\frac{1}{4}$ $NW\frac{1}{4}$ 14-105-34 and from a point about 52 rods east of the southwest corner of said quarter, about due south to said open ditch and for such purposes, the right to have the water from first party's land herein described pass thru the same to said open ditch, and for such purposes third parties give and grant to first party, a perpetual right and easement so to do.

It is further agreed that said tile branch shall be constructed at such time as either of first or third parties request or demand the same be constructed, and if either at said time should refuse to construct his share and part thereof, then and in such case, the one requesting or demanding the construction of said branch may enter upon the land of the other for the purpose of constructing the same doing no unnecessary damage to crops and may construct the same, and upon the completion thereof, the party neglecting or failing to construct and pay the part or portion of the cost of such branch that he is herein required to pay, and the party constructing the same, may recover the same by suit for such purposes.

It being agreed that the parties of the third part shall construct the same over the $NW\frac{1}{4}$ $SW\frac{1}{4}$ but the tile shall be not less than 8 inches, and shall be in the ground at sufficient depth so that the same will be in on first parties land at a point where it enters said $SW\frac{1}{4}$ $NW\frac{1}{4}$ of Section 14, at least $3\frac{1}{2}$ feet in the ground and the party of the first part shall pay toward the cost of the construction of said branch over third parties land, the difference between a 6 inch tile and 8 inch tile, same to be payable upon the construction thereof, and the same shall be constructed with either party demands the same.

It is further agreed that first party shall also have the right to an outlet in the $SE\frac{1}{4}$ $NW\frac{1}{4}$ of Section 14-105-34, at a point about 1 rod north of and 40 rods east of the Northeast corner of the $NE\frac{1}{4}$ $SW\frac{1}{4}$ of said Section 14, and to carry his water from said point over the $NE\frac{1}{4}$ $SW\frac{1}{4}$ of Section 14 in a southerly or southwesterly direction along the natural water course to the open ditch and for such purpose, fourth party, his heirs, executors, administrators and assigns, give and grant unto first party, his heirs, executors, administrators and assigns, the right and privilege and easement of carrying said water through said branch tile to said open ditch over said $NE\frac{1}{4}$ $SW\frac{1}{4}$ of Section 14-105-34.

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It is further agreed that such branch shall be constructed at such time hereafter as either of the parties, their heirs, executors, administrators and assigns, shall request or demand, and if either party should fail to construct the same over the land owned by him, that then and in such case, the other party hereto, may cause the same to be constructed and for such purposes enter upon said fourth party's land. Said branch shall be tile not less than 8 inches in size over said NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, and the party of the first part shall pay toward the cost of construction thereof, 55% and the fourth party 45% of the cost of construction of the same, payable at the time of the construction, and if either party to this covenant, fails to perform his part thereof, or to pay his portion of the cost of construction thereof, the other party may perform the covenant by constructing the branch, paying the cost thereof and recovering the proportionate share thereof, as herein provided that should be paid by the party neglecting and refusing to pay or construct.

Said branch tile shall be at least 3 $\frac{1}{2}$ feet in the ground at the line where it enters the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, and of such grade from such point to the open ditch over the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, as to carry the water from first partys land to said open ditch.

It is mutually agreed between all the parties hereto, that each of them, their heirs, executors, administrators and assigns, may construct or build such branch or branches or laterals on each of their said lands above described to connect with said main tile or open ditch or any branches thereof, as they may deem necessary and expedient, paying for the same themselves, but in no instance other than as herein provided, shall any other tile drain on lands outside of the lands described herein owned by the respective parties hereto, or any other water on any other land than on the lands herein described of the respective parties hereto, be permitted by any of the parties hereto, their heirs or assigns, to pass into said main tile either the open ditch or the tiled part thereof, or any of the branches, sub-branches or laterals connection therewith; that this system hereby intended to be constructed is for the exclusive use of the lands of the respective parties hereto, hereinbefore described, and is not/be extended to other lands except as herein provided.

And waters on other lands are not to be permitted to empty on to any of said lands of the respective parties hereto and then tiled into said drain tile or open ditch or any of its branches or sub-branches.

Each of the parties to this agreement do hereby sell, grant and convey to the other an easement and right to construct and forever maintain said main ditch, which is an open ditch and tile as above described over and across the land owned by him or them, at or near the places herein described where said main ditch is to pass and for said purpose to cause to be dug, constructed and built, said tile and open ditch and to do any and all necessary acts and things on his said land, in order to construct the same, doing no unnecessary injury or damage to his said land or to any of said land in the construction of said ditch. Each of the parties hereto do give and grant to the other or either of them, his heirs, administrators, executors and assigns, the right and privilege to enter on said lands above described now owned by him or them or either or any of them, for the purpose of repairing or causing the said main ditch to be repaired, and do hereby give and grant the right and privilege to each of the other parties to this agreement, their heirs, executors, administrators and assigns, the right and privilege of draining the water on the lands above described through said tile drain and open ditch and through his said land in said tile drain, and using such land for the purpose aforesaid.

The party of the fifth part also grants to each and all of the other parties to this agreement the use and right over his said land to-wit: The S $\frac{1}{2}$ SW $\frac{1}{4}$ 13-105-34 for a perpetual outlet for said open ditch and drain tile, and this covenant, like others covenants herein, is to bind their heirs, executors, administrators and assigns, and run with said land.

It is further understood and agreed between all of the parties hereto, that said main ditch consisting of the tile and open ditch as hereinbefore described, the construction thereof shall begin on or before October 15th, 1927 and the work thereon shall be continuous thereafter having regard for the season and condition of the weather, until the same has been fully constructed.

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It is also understood and agreed between each and all of the parties hereto, that all of the branches that have been permitted herein, to be constructed, that in the construction of the same the party or parties constructing same, shall construct them to such grade that they will furnish to the party at the end of such branch a sufficient out-let not less than three and one half feet in depth in the ground and so as to carry the water therefrom to the open ditch.

Attached hereto, marked Exhibit "A" is a plat showing the route that is intended to be traversed by the said main drain tile and open ditch, the outlet being in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ 13-105-34, and the point of termination thereof being in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ 15-105-34, the open ditch ending in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 14 and the tile ditch beginning at said point, running to the point of termination. The plat attached is not exactly correct, but is nearly so and is designed for the purpose of fairly indicating where said main ditch is to run.

It is further understood and agreed between the parties hereto, that in event of a sale or other transfer by any of the parties hereto, of the land now owned by them, the purchaser of said land shall be liable for the proportionate part of said expenses of the construction or repair herein provided to be paid by the respective parties according to the amount of said land so owned by him. The parties hereto, so disposing of the same to be no longer liable for any part if he sells all, and only for the proportionate part of such as he retains. This shall apply to both the cost of construction and repairs on the main ditch as well as any of the branches referred to herein. All cost of construction or repair is to be borne by the respective parties as herein provided.

All covenants herein shall bind the heirs, executors, administrators and assigns of the respective parties hereto and run with the land.

Henry Voshage, a widower,
(signed Hy. Voshage);
Dietrich Stoesz and
Helena Stoesz, his wife;
Aganetha Thiesen, a widow;
Jacob H. Wall and
Agatha Wall, his wife;
Henry H. Bartel and
Bertha Bartel, his wife;
Christ H. Voshage and
Kate Voshage, his wife; and
A. J. Goertzen,

Agreement.

Dated October 27, 1927.

Filed July 25, 1928, 9:00 A.M.

Book "M" Misc., page 454.

2 Witnesses. Seals.

Ack: July 24, 1928, before

D. G. Hiebert, Notary Public,

Cottonwood County, Minn. (Seal)

Comm. expires Aug. 3, 1932.

To

Whom it concerns.

Agreement made and entered into this 27th day of October, A.D. 1927, between Henry Voshage widower, party of the first part, Dietrich Stoesz, and Helena Stoesz, his wife, parties of the second part, Aganetha Thiesen, widow, party of the third part, Jacob H. Wall and Agatha Wall, his wife, parties of the fourth part, Henry H. Bartel and Bertha Bartel, his wife, and Christ H. Voshage and Kate Voshage, his wife, parties of the fifth part, and A. J. Goertzen, party of the sixth part.

Witnesseth whereas, on the 26th day of September, 1927, the parties of the first, second, third and fourth parts entered into a tile and ditch agreement together with Andrew Johnson and Anna Johnson, his wife, Fred Johnson and Ellen Johnson, his wife, the predecessors of Henry H. Bartel and Bertha Bartel, his wife, and Christ H. Voshage and Kate Voshage, his wife, and

Whereas by said agreement, said parties to said agreement agreed that Jacob H. Wall in behalf of himself, his heirs, executors and assigns, might permit the party of the sixth part herein whose farm is described in said agreement, to make connections with said ditch and cross said lands owned by the fourth party, and which agreement in relation to the sixth partys land is more particularly referred to in the last 19 lines of page 8 and the first 22 lines of page 9 of said agreement, and Whereas, it is now agreed between all the parties hereto that that portion of said agreement may be changed so as to read as follows:

It is further agreed between all of the parties to this agreement that the parties of the fifth part therein and fourth party herein, being Jacob H. Wall, his heirs, executors, administrators or assigns, may permit the owner of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the North 10 acres of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, known as the A.J. Goertzen farm of 210 acres (being the party of the 6th part herein) to have an outlet for his said land at a point about 30 rods West of the southeast corner of the SE $\frac{1}{4}$ of Section 14, Township 105, Range 34, Cottonwood County, Minnesota, and thence over and across said tract in a northerly direction to the open ditch in said former contract described, same to pass over the natural water course thereon as nearly as possible, provided sixth party pays to the fourth party herein, the difference between a six inch tile and the tile that is laid including cost of digging, same to be paid at the time the tile and laid and provided further that the sixth party herein, his heirs executors, administrators and assigns shall pay 20 per cent of the total cost of the construction of the open ditch in said above mentioned contract and herein referred to

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to the following parties to this agreement before making connection or passing over said land viz:

42% of said 20% to first party, his heirs, executors, administrators and assigns.

32% of said 20% to the second party, his heirs, executors, administrators and assigns.

13% of said 20% to the third party, his heirs, executors, administrators and assigns.

13% of said 20% to fourth party, his heirs, executors, administrators and assigns.

and upon complying with said conditions, such owner of the NE $\frac{1}{4}$ of Section 23, Township 105, Range 34 after said branch is constructed shall have the right to have the same carry the water from his said land through said branch over and across the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, Township 105, Range 34, to said open ditch, but otherwise no rights shall accrue in his favor hereunder.

The above change in the contract is made for the purpose of changing the point where said branch is to be laid. In the former contract, it was stated it was to commence at a point 10 rods east of the southwest corner of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14 and over and across said tract in a slightly northwesterly, northerly and northeasterly direction to the open ditch above described. That point is now eliminated and in its place and stead the branch is to be constructed at the point as above indicated, 30 rods west of the southeast corner of the SE $\frac{1}{4}$ of said Section 14 and pass over the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 14 and to be for the use and benefit of said 210 acres described in said original contract as belonging to A. J. Goertzen, and this right and privilege of constructing said branch at said last mentioned point and carrying the water from sixth party's land to said open ditch and over the land of the fourth party, shall be a perpetual right and easement, and privilege and shall bind the lands of the respective heirs, executors, administrators, and assigns of the respective parties hereto. In other respects said former agreement of date September 26th, 1927, between the parties of the first to the fifth part herein, inclusive, to remain in full force and effect, except as herein modified.