

2023-000364 ✓
CERTIFIED, FILED, AND/OR RECORDED ON
04/13/2023 01:09 PM
MICHELLE FACILE, RECORDER
LINCOLN COUNTY MN
REC FEE: 46.00
PAGES: 5



DocId:8036426

Tx:4021761

04-0047-000
04-0047-005
DRAINAGE AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of March, 2023, by and between **Edward C. Drietz, as Trustee of the Rose Drietz Trust Agreement dated January 10, 2006**, hereinafter referred to as "**Drietz Trust**" and **Douglas R. Yegge, as Trustee of the Douglas R. Yegge Trust, Dated February 16, 2012, Ryco Farms LLC, a limited liability company under the laws of the state of Iowa, and Alan J. McNeil and Courtney L. McNeil, husband and wife**, hereinafter referred to as "**Yegge.**"

WHEREAS, the Drietz Trust is currently the owner of the following legally described property:

Legal Description

The Southwest Quarter (SW1/4) of Section 10, Township 110 North, Range 46 West of the 5th P.M., Lincoln County, Minnesota, excepting therefrom the following:

Beginning at the southwest corner of said Southwest Quarter; thence North 00 degrees 08 minutes 30 seconds West, bearing based on Lincoln County Coordinate System (1996 Adj.), along the west line of said Southwest Quarter, a distance of 2648.45 feet to the northwest corner of said Southwest Quarter; thence North 88 degrees 59 minutes 37 seconds East, along the north line of said Southwest Quarter, a distance of 1313.75 feet; thence South 00 degrees 08 minutes 30 seconds East, parallel to the west line of said Southwest Quarter, a distance of 2657.33 feet to a point on the south line of said Southwest Quarter; thence South 89 degrees 22 minutes 49 seconds West, along said south line, a distance of 1313.65 feet to the point of beginning.

WHEREAS, Yegge is the owner of the following legally described property:

Legal Description

All that part of the Southwest Quarter in Section 10, Township 110 North, Range 46 West, Lincoln County, Minnesota, being more particularly described as follows:

Beginning at the southwest corner of said Southwest Quarter; thence North 00 degrees 08 minutes 30 seconds West, bearing based on Lincoln County Coordinate System (1996 Adj.), along the west line of said Southwest Quarter, a distance of 2648.45 feet to the northwest corner of said Southwest Quarter; thence North 88 degrees 59 minutes 37 seconds East, along the north line of said Southwest Quarter, a distance of 1313.75 feet; thence South 00 degrees 08 minutes 30 seconds East, parallel to the west line of said Southwest Quarter, a distance of 2657.33 feet to a point on the south line of said Southwest Quarter;

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WHEREAS, the Drietz Trust is currently the owner of the following legally described property:

Legal Description

The Southwest Quarter (SW1/4) of Section 10, Township 110 North, Range 46 West of the 5th P.M., Lincoln County, Minnesota, excepting therefrom the following:

Beginning at the southwest corner of said Southwest Quarter; thence North 00 degrees 08 minutes 30 seconds West, bearing based on Lincoln County Coordinate System (1996 Adj.), along the west line of said Southwest Quarter, a distance of 2648.45 feet to the northwest corner of said Southwest Quarter; thence North 88 degrees 59 minutes 37 seconds East, along the north line of said Southwest Quarter, a distance of 1313.75 feet; thence South 00 degrees 08 minutes 30 seconds East, parallel to the west line of said Southwest Quarter, a distance of 2657.33 feet to a point on the south line of said Southwest Quarter; thence South 89 degrees 22 minutes 49 seconds West, along said south line, a distance of 1313.65 feet to the point of beginning.

WHEREAS, Yegge is the owner of the following legally described property:

Legal Description

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Beginning at the southwest corner of said Southwest Quarter; thence North 00 degrees 08 minutes 30 seconds West, bearing based on Lincoln County Coordinate System (1996 Adj.), along the west line of said Southwest Quarter, a distance of 2648.45 feet to the northwest corner of said Southwest Quarter; thence North 88 degrees 59 minutes 37 seconds East, along the north line of said Southwest Quarter, a distance of 1313.75 feet; thence South 00 degrees 08 minutes 30 seconds East, parallel to the west line of said Southwest Quarter, a distance of 2657.33 feet to a point on the south line of said Southwest Quarter;

thence South 89 degrees 22 minutes 49 seconds West, along said south line, a distance of 1313.65 feet to the point of beginning. (see also Survey – Exhibit B)

WHEREAS, a tile drainage system exists upon the property of Yegge which presently crosses to an outlet at the property line of the Drietz Trust as depicted on the attached Exhibit A, which tile line has been in continuous use and operation since its construction when owned previously by the Drietz Trust and its predecessors; and

WHEREAS, Yegge has requested and the Drietz Trust has consented to filing for record this Drainage Agreement setting forth the rights and responsibilities of the parties hereto.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed by and between the parties as follows:

1. That the Drietz Trust does hereby grant and convey to Yegge, a permanent easement and right-of-way to enter upon the premises of the Drietz Trust to inspect, construct, maintain, and repair an underground tile drainage system that includes and is connected to a tile that crosses into the premises of the Drietz Trust where it outlets into the Norwegian Creek, see Exhibit A for location.
2. The costs for repairs and maintenance of the tile line, as it crosses the property of the Drietz Trust to the outlet on Norwegian Creek, shall be paid by Yegge. The Maintenance, repair or replacement of any tile lines shall be conducted at such times and in such a manner as to minimize or avoid damage to property both personal and real of the Drietz Trust.
3. The Drietz Trust may continue to utilize the tile line to its outlet for the drainage of the property of the Drietz Trust.
4. Yegge shall notify the Drietz Trust in writing 72 hours in advance of any intended maintenance of existing tile lines or construction of the tile line over the property of the Drietz Trust, including the scope, location and duration of the intended work.
5. In the exercise of the rights contained in this agreement, Yegge agrees to drain only those lands stated herein that are owned by Yegge.
6. This Drainage Agreement herein created shall be construed as a covenant running with the land and shall be binding upon and enforceable upon all parties hereto and their respective heirs, representatives, successors, and assigns.
7. If any clause sentence or other portion of the terms, covenants and restrictions of

thence South 89 degrees 22 minutes 49 seconds West, along said south line, a distance of 1313.65 feet to the point of beginning. (see also Survey – Exhibit B)

WHEREAS, a tile drainage system exists upon the property of Yegge which presently crosses to an outlet at the property line of the Drietz Trust as depicted on the attached Exhibit A, which tile line has been in continuous use and operation since its construction when owned previously by the Drietz Trust and its predecessors; and

WHEREAS, Yegge has requested and the Drietz Trust has consented to filing for record this Drainage Agreement setting forth the rights and responsibilities of the parties hereto.

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3. The Drietz Trust may continue to utilize the tile line to its outlet for the drainage of the property of the Drietz Trust.
4. Yegge shall notify the Drietz Trust in writing 72 hours in advance of any intended maintenance of existing tile lines or construction of the tile line over the property of the Drietz Trust, including the scope, location and duration of the intended work.
5. In the exercise of the rights contained in this agreement, Yegge agrees to drain only those lands stated herein that are owned by Yegge.
6. This Drainage Agreement herein created shall be construed as a covenant running with the land and shall be binding upon and enforceable upon all parties hereto and their respective heirs, representatives, successors, and assigns.
7. If any clause sentence or other portion of the terms, covenants and restrictions of

this Agreement becomes illegal, null or void for any reason or held by any court of competent jurisdiction to be so, the remaining portions of this agreement will remain in full force and effect and shall be constructed to carry out the purposes of this Agreement,

8. The parties further agree to make such modifications as may be necessary to give effect to this agreement, including, but not limited to, any correction or clarification as the exact location of the point of crossing.

9. Yegge acknowledges that the premises of Yegge is subject to a prior Drainage Agreement recorded with the Lincoln County Recorder as document number 2019-000468 that runs in favor of the owner of the following legally described property:

**The West Half of the Northwest Quarter (W1/2NW1/4) of Section 10,
Township 110 North, Range 46 West of the 5th P.M., Lincoln County,
Minnesota.**

9. The recitals set forth in the WHEREAS clauses are incorporated by this reference.

IN WITNESS WHEREOF, this 30 day of March, 2023.

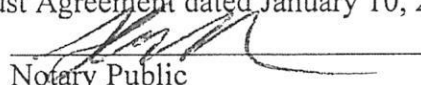
FOR THE DRIETZ TRUST

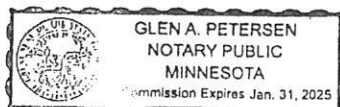


Edward C. Drietz, as Trustee of the
Rose Drietz Trust Agreement dated
January 10, 2006

STATE OF MINNESOTA)
) ss
COUNTY OF LINCOLN)

This instrument was acknowledged before me this 30 day of March 2023, by Edward C. Drietz, as Trustee of the Rose Drietz Trust Agreement dated January 10, 2006.


Notary Public



this Agreement becomes illegal, null or void for any reason or held by any court of competent jurisdiction to be so, the remaining portions of this agreement will remain in full force and effect and shall be constructed to carry out the purposes of this Agreement,

8. The parties further agree to make such modifications as may be necessary to give effect to this agreement, including, but not limited to, any correction or clarification as the exact location of the point of crossing.

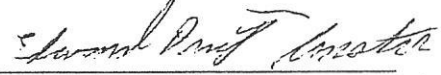
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Township 110 North, Range 46 West of the 5th P.M., Lincoln County,
Minnesota.**

9. The recitals set forth in the WHEREAS clauses are incorporated by this reference.

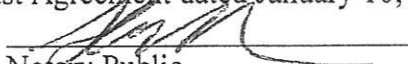
IN WITNESS WHEREOF, this 30 day of March, 2023.

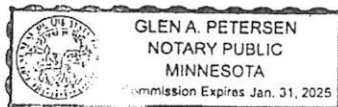
FOR THE DRIETZ TRUST


Edward C. Drietz, as Trustee of the
Rose Drietz Trust Agreement dated
January 10, 2006

STATE OF MINNESOTA)
) ss
COUNTY OF LINCOLN)

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Notary Public



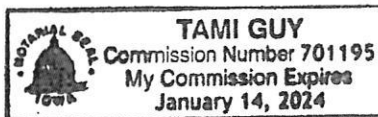
FOR DOUGLAS R. YEGGE TRUST

Douglas R. Yegge
Douglas Yegge, Trustee

STATE OF IOWA)
) SS
COUNTY OF Clinton)

This instrument was acknowledged before me this 29 day of March 2023, by Douglas R. Yegge, as Trustee of the Douglas R. Yegge Trust, Dated February 16, 2012.

Tami Guy
Notary Public



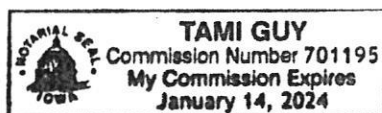
FOR RYCO FARMS LLC

Richard Ryan
By: Richard Ryan
Its: President

STATE OF IOWA)
) SS
COUNTY OF Clinton)

This instrument was acknowledged before me this 29 day of March 2023, by Richard Ryan, as President and on behalf of the Board of Governors of Ryco Farms LLC, an Iowa Limited Liability Company.

Tami Guy
Notary Public



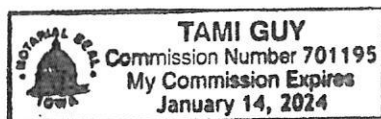
FOR DOUGLAS R. YEGGE TRUST

Douglas R. Yegge
Douglas Yegge, Trustee

STATE OF IOWA)
)
COUNTY OF Clinton) SS

This instrument was acknowledged before me this 29 day of March 2023, by Douglas R. Yegge, as Trustee of the Douglas R. Yegge Trust, Dated February 16, 2012.

Tami Guy
Notary Public



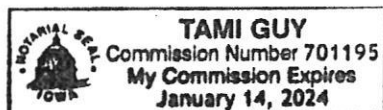
FOR RYCO FARMS LLC

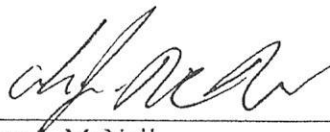
Richard J. Ryan
By: Richard Ryan
Its: President

STATE OF IOWA)
)
COUNTY OF Clinton) SS

This instrument was acknowledged before me this 29 day of March 2023, by Richard Ryan, as President and on behalf of the Board of Governors of Ryco Farms LLC, an Iowa Limited Liability Company.

Tami Guy
Notary Public

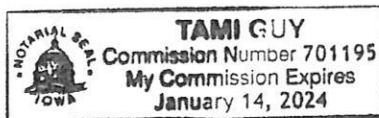


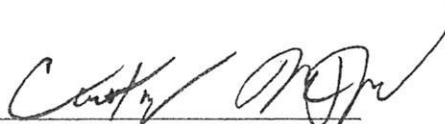

Alan J. McNeil

STATE OF IOWA)
)
COUNTY OF Clinton) ss

This instrument was acknowledged before me this 29 day of March 2023, by Alan J. McNeil, spouse of Courtney L. McNeil.


Notary Public

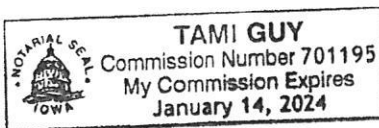



Courtney L. McNeil

STATE OF IOWA)
)
COUNTY OF Clinton) ss

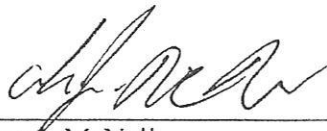
This instrument was acknowledged before me this 29 day of March 2023, by Courtney L. McNeil, spouse of Alan J. McNeil.


Notary Public



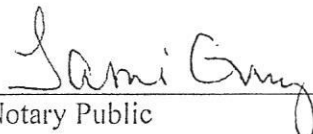
THIS INSTRUMENT WAS DRAFTED BY:

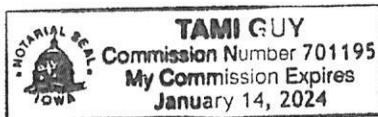
PETERSEN LAW OFFICE PLLC
Glen A. Petersen
225 N. Tyler St.
PO Box 671
Tyler, MN 56178
(507) 247-5515

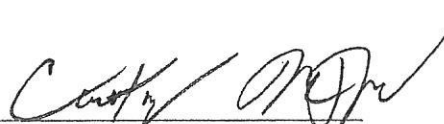

Alan J. McNeil

STATE OF IOWA)
) ss
COUNTY OF Clinton)

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Notary Public

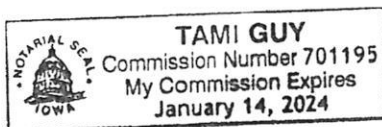



Courtney L. McNeil

STATE OF IOWA)
) ss
COUNTY OF Clinton)

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Notary Public



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