

AGREEMENT

This agreement made and entered into this 12th day of October, 1995, between Donald and Helen Gaulrapp, husband and wife, ("Gaulrapps") and Joseph Findlay, Jr. and Shirley Findlay, ("Findlays") husband and wife:

Whereas Gaulrapps own the Southwest Quarter (SW 1/4) and Findlays own the Southeast Quarter (SE 1/4), all in Section Thirty-four (34), Township 127, Range 45, Traverse County, Minnesota, and

Whereas, the parties desire to enter into an agreement regarding drainage,

Now, therefore, for one dollar and other valuable consideration, it is agreed as follows:

1. Gaulrapps agree that Findlays may drain surface waters across Gaulrapp's land along a presently-existing common watercourse from the westerly line of the Findlay quarter near the northwest corner of the Findlay quarter and in a southwesterly direction to the natural creek running through the Gaulrapp quarter, and thence along said creek as it proceeds in a northwesterly direction to the quarter line in said Section 34, and then west along the ditch constructed on said quarter line as set forth in exhibit "A." Failure to attach exhibit "A" shall not invalidate this agreement. Gaulrapps shall not place any dams or obstructions along said watercourse, and said watercourse shall remain as clear as it is on the date of this agreement, and shall remain at its present width and depth.
2. Each party may clean and maintain said watercourse on their own property. Any cleaning or maintenance of the Gaulrapp watercourse requested by Findlays shall be performed by a hired contractor unless the parties agree otherwise. If the Findlays wish to maintain the Gaulrapp watercourse, they may do so at any time in the fall or winter after crops are removed. Findlays shall give reasonable notice to Gaulrapps of such intended maintenance, and if Gaulrapps fail to perform such maintenance, Findlays may have it performed by a contractor. If performed by a contractor, 30% of the cost shall be paid by Gaulrapps and 70% by Findlays.
3. This agreement supersedes the prior agreement between the parties dated

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data. The text also mentions that regular audits are necessary to identify any discrepancies or errors in the accounting process.

In the second section, the author details the various methods used for data collection and analysis. It describes how primary data is gathered through direct observation and interviews, while secondary data is obtained from existing sources. The text highlights the need for a clear methodology to ensure the reliability and validity of the research findings. Additionally, it discusses the use of statistical tools to analyze the collected data and draw meaningful conclusions.

The final part of the document focuses on the implementation of the research findings. It outlines the steps involved in translating the theoretical concepts into practical applications. This includes identifying key stakeholders, developing a detailed action plan, and monitoring the progress of the implementation. The text stresses the importance of communication and collaboration throughout the process to ensure successful outcomes.

September 17, 1962, and the said 1962 agreement is hereby terminated.

4. The parties agree to promptly hire a licensed surveyor to establish the outflow elevation at the boundary of the Findlay and Gaulrapp land. If possible, the surveyor for the Bois de Sioux Watershed District shall be utilized. A concrete marker shall be placed to mark the present outflow elevation. Costs shall be borne 70% by Findlays and 30% by Gaulrapps.

In addition, either party may enter upon the lands of the other, as may be needed from time to time, and upon reasonable prior notice to the other party, for the purpose of surveying by a licensed surveyor. Any party conducting such a survey shall bear the cost of the same.

5. The parties agree that the drainage presently in place at the south end of the boundary between the parties' lands may and shall continue to operate unobstructed as it presently exists on the date of this agreement, except that Findlays may complete the construction of the said drainage and obtain final approval pursuant to Bois de Sioux Watershed District permit number 94-102. The parties agree that the said drainage shall remain at its present width and depth.

6. Findlays agree to withdraw any pending petitions or requests pending before the Bois de Sioux Watershed District for restoration of the watercourse crossings which lie south of the watercourse described in paragraph 1 herein and north of the township ditch or burrow at the south end of the parties' lands.

7. No person or party shall be allowed to connect or drain any additional land into the watercourse without the consent of all of the parties hereto, and in the event such consent is given then as a condition precedent to such connection or drain, the person or party must agree in writing to be bound by the terms of this agreement and assume the construction cost and a share of repair and maintenance expenses.

8. Any of the parties to this agreement can require a repair of the watercourse and, upon demand by a party, funds for such repair shall be deposited in an escrow account prior to the commencement of the work, with 70% deposited by Findlays and 30% by Gaulrapps. One party shall be selected by the parties as the manager of the

I have a great pleasure in announcing to you that I have received your kind letter of the 17th inst. and in reply to inform you that I have forwarded it to the proper authorities for their consideration. I have also the honor to acknowledge the receipt of your letter of the 19th inst. and in reply to inform you that I have forwarded it to the proper authorities for their consideration.


I am, Sir, very respectfully,
 Your obedient servant,
 J. M. Smith


I am, Sir, very respectfully,
 Your obedient servant,
 J. M. Smith

escrow account.

9. By entering into this agreement, the parties do not intend to create and are not creating any rights in any third parties or any claimed third-party beneficiaries, except that this agreement runs with the lands described above.
10. The parties agree to cooperate to secure any necessary government approvals to this agreement, if any.
11. This agreement shall run with the land and shall be binding upon the parties, their heirs and assigns.
12. The parties agree that any disputes arising out of this agreement shall be resolved by binding arbitration. There shall be a panel of three arbitrators, with each party selecting an arbitrator and the two selecting a third.
A party desiring to submit a dispute to arbitration shall notify the other party in writing of the nature of the dispute and the party's selection of an arbitrator. The other party shall then have 15 days to select its arbitrator, with the third to be chosen by the first two within 20 additional days. The arbitration shall take place within 60 days thereafter. The arbitrators shall render their decision within 30 days after the hearing, unless otherwise agreed by the parties. The arbitrators shall establish rules for the arbitration.
13. This agreement constitutes the entire agreement of the parties and shall not be modified except by written instrument signed by all the parties or their successors.

In witness whereof, the parties have set their hands the date above-written.


Donald Gaulrapp


Helen Gaulrapp

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COUNTY RECORDER
County of Traverse, Minnesota

I hereby certify that the within instrument was
filed in this Office for record on the 21st
day of Nov. AD. 1995 at 2:15
o'clock P. M. and was duly recorded in book
9 of Misc. page 279
Judy Hutchinson
COUNTY RECORDER
By _____ Deputy

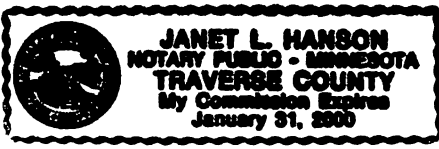
Joseph Findlay, Jr.
Joseph Findlay, Jr.

Shirley Findlay
Shirley Findlay

STATE OF MINNESOTA)
) ss:
COUNTY OF TRAVERSE)

The foregoing instrument was acknowledged before me this 12th day of
October, 1995, by Donald Gaulrapp and Helen Gaulrapp, husband and wife.

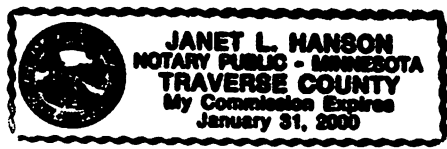
Janet L. Hanson
Notary Public



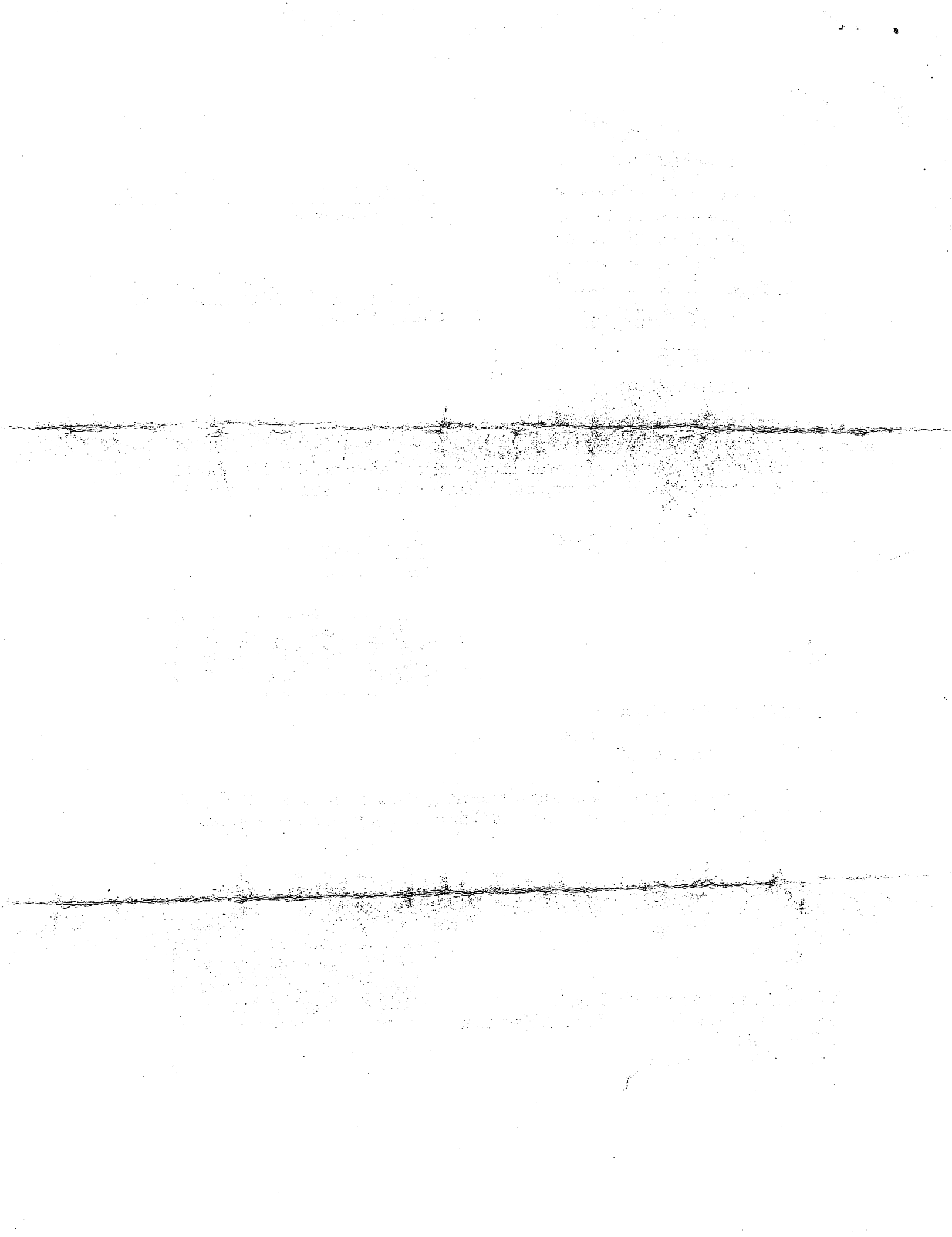
STATE OF MINNESOTA)
) ss:
COUNTY OF TRAVERSE)

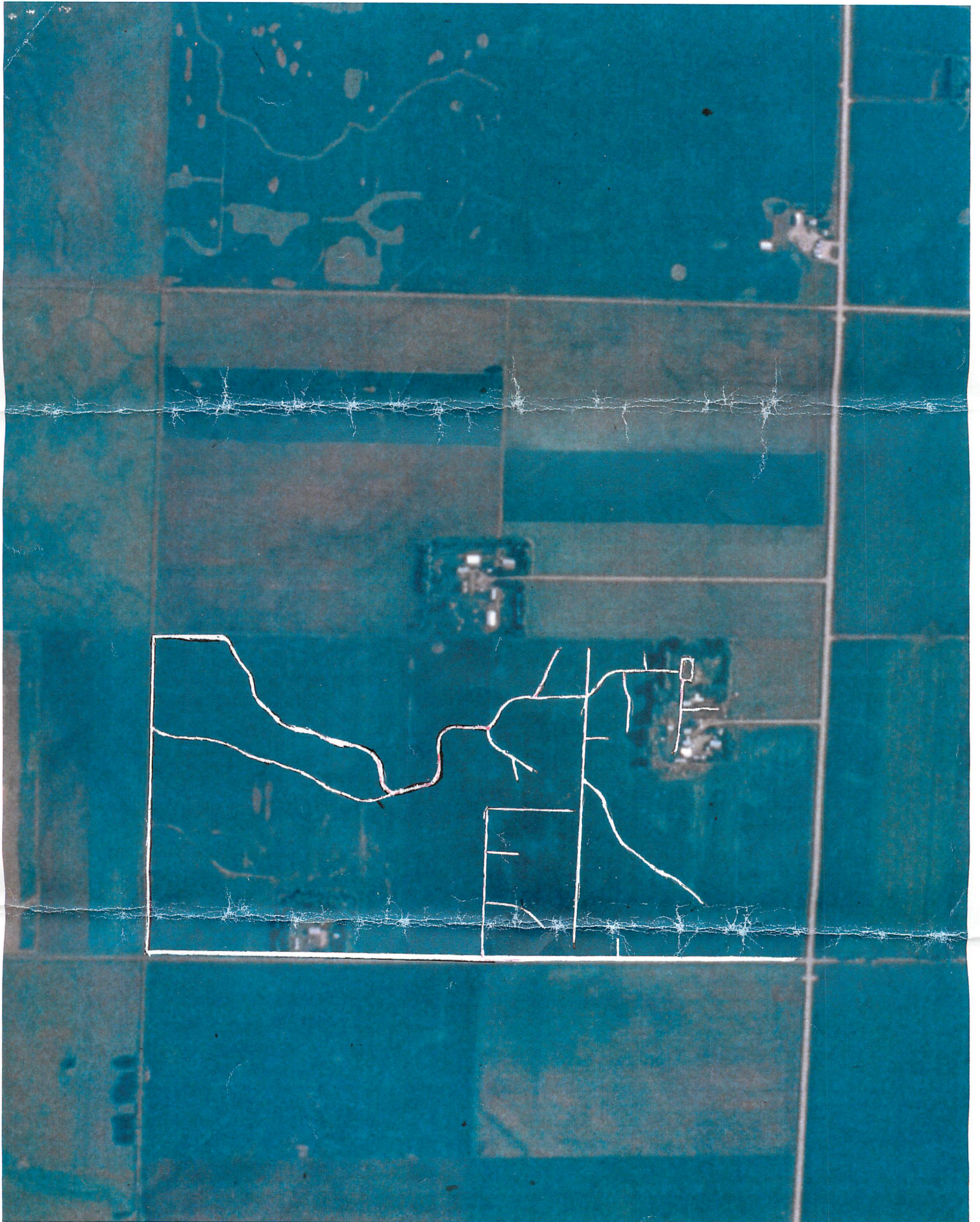
The foregoing instrument was acknowledged before me this 12th day of
October, 1995, by Joseph Findlay, Jr. and Shirley Findlay, husband and wife.

Janet L. Hanson
Notary Public



This instrument was drafted by:
Pemberton, Sorlie, Sefkow, Rufer & Kershner
P. O. Box 866
Fergus Falls, MN 56538





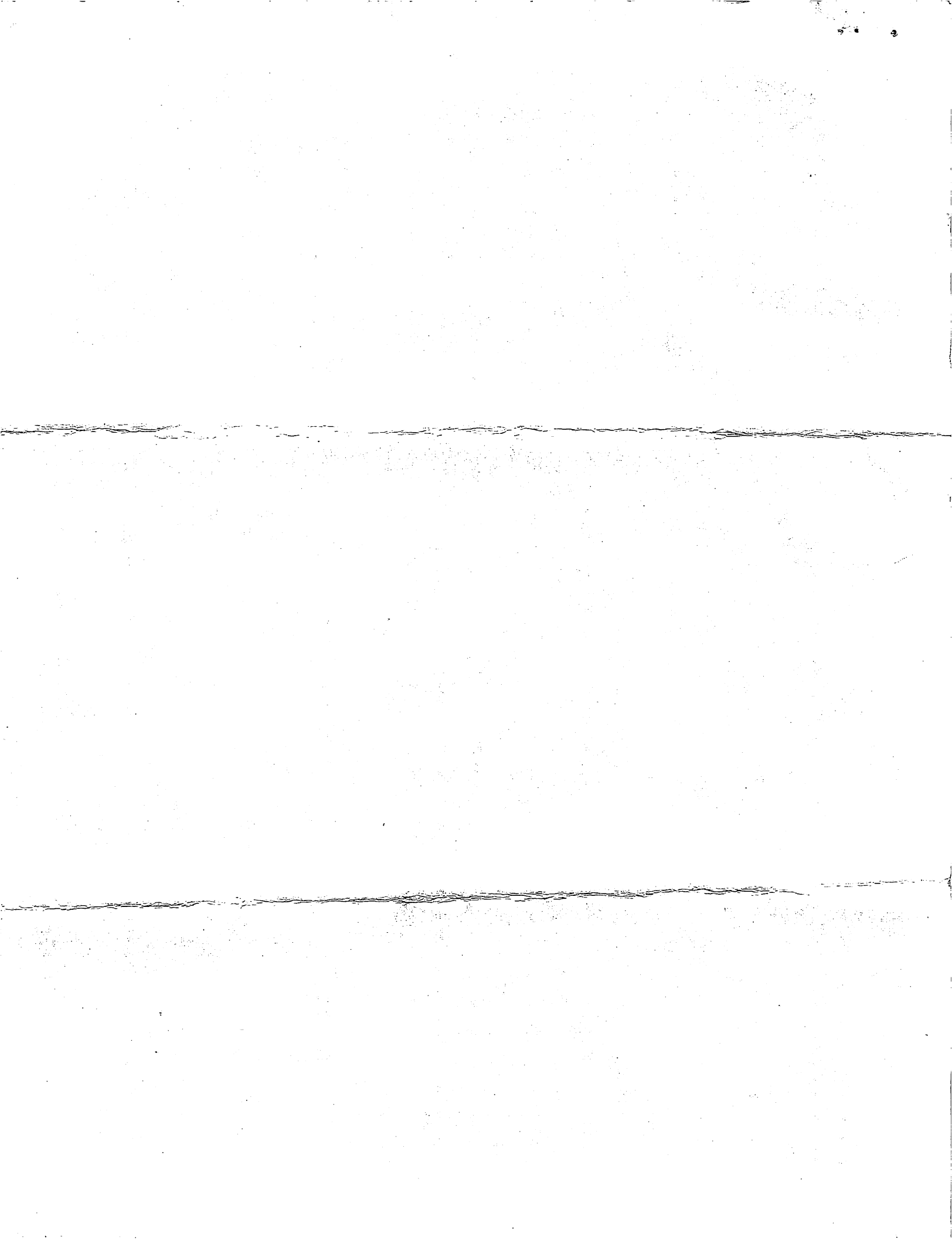


Exhibit A to Agreement of
October 12, 1995 between
Donald + Helen Gaulroap and
Joseph Findley, Jr. + Shirley Findley.

<u>D. G.</u>	D.G.
<u>H. G.</u>	H.G.
<u>J. F. Jr.</u>	J. F. Jr.
<u>S. F.</u>	S.F.



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