RS:pt HULSAGR 72. 2 07/12/90

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Boc. No. Fee \$ 15.00 Pd.
WOODBURY COUNTY, 10WA-Filed for Record
NI 50 BR Modelly Day (b. Yr. 1990
PM MOSE YANNEY, RECORDER
By J Chinak Deputy

## MAINTENANCE AND EASEMENT AGREEMENT

THIS AGREEMENT MADE THIS DAY OF JULY, 1990, by and between Dale W. Frerichs and Martha Frerichs, husband and wife ("Frerichs"), and Henry R. Huls and Dorothy M. Huls, husband and wife ("Hulses").

## WITNESSETH

.WHEREAS, Dale W. Frerichs is the owner of

Lot One (1) and the West Five Feet (W 5') of Lot Two (2), Block Two (2), Hedges Second Table Addition to Sioux City, Woodbury County, Iowa,

and

WHEREAS, Hulses are the owners of

Lots Seventeen (17) and Eighteen (18), Block Two (2), Hedges Second Table Addition to Sioux City, Woodbury County, Iowa,

whereas, Frerichs have an interest in a pending proposal by the City of Sioux City to vacate the public right-of-way described as follows:

The East 100 feet of the East/West alley abutting Lots 1, 2, 17 and 18 in Block 2, Hedges Second Table Addition to Sioux City, Woodbury County, Iowa,

and

WHEREAS, pursuant to Section 409.25 of the Code of Iowa passage of an ordinance will result in the conveyance of the vacated alley proportionately to the proprietors of the adjoining land, and

WHEREAS, Hulses have a right to appear and be heard against said proposed vacation and conveyance, and

IN CONSIDERATION of the promises, obligations and rights herein contained, and One Dollar and other valuable

## ROLL 233 MAGE 215

consideration, the undersigned do agree as follows:

C.

- 1. Hulses agree to withhold their objections to the vacation.
- 2. Frerichs agree to install slope protection at Frerichs' expense, consisting of railroad ties on the embankment which abuts (more or less) the alley abutting Lot Eighteen (18) and the West Five Feet (W 5') of Lot Seventeen (17), Block Two (2), Hedges Second Table Addition to Sioux City, Woodbury County, Iowa. The slope protection will be at all times sufficient to prevent erosion of said embankment and shall be installed by September 30, 1990.
- 3. Frerichs shall maintain at his expense the South Half of the East Fifty-five Feet (E 55') of the East/West alley as described above, including, but not limited to, repair and maintenance on railroad ties and other, slope protection on the embankment described herein and indemnify Hulses from any liability incurred on or about the said alley and embankment, except for any intentional or negligent actions by Hulses.
- 4. In the event that more than the East Fifty-five Feet (E 55') of the East/West alley as described above is vacated in 1990, [i.e. the East One Hundred Feet (E 100'), more or less], then Frerichs' obligation to maintain shall apply to the entire South One-half (S 1/2) of the East One Hundred Feet (E 100') of the East/West alley abutting Lots One (1), Two (2), Seventeen (17) and Eighteen (18) in Block Two (2), Hedges Second Table Addition to Sioux City, Woodbury County, Iowa.

## ROLL 233 MAGE 216

5. This agreement shall be deemed to be a covenant running with the title to the land and shall benefit and be binding upon the parties hereto and their heirs, successors and assigns.

Male W. Frerichs

Henry R. Huls

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Martha Frerichs

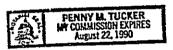
Dorothy M. Hules

STATE OF IOWA)

)ss

WOODBURY COUNTY)

On this 3td day of July, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dale W. Frerichs and Martha Frerichs, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



NOTARY PUBLIC IN AND FOR SAID STATE

On this 13th day of July, 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Henry R. Huls and Dorothy M. Huls, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Penny M Ducker NOTARY PUBLIC IN AND FOR SAID STATE

PENNY M. TUCKER
MY COMMISSION EXPIRES
August 22, 1990