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Doc. No. _____ Fee \$ 15.00 Pd.
WOODBURY COUNTY, IOWA-Filed for Record
At 3:15 PM Mo July Day 16 Yr. 1990
MOSE YANNEY, RECORDER
By [Signature] Deputy

MAINTENANCE AND EASEMENT AGREEMENT

THIS AGREEMENT MADE THIS 13 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").

W I T N E S S E T H

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,

and

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

consideration, the undersigned do agree as follows:

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.

