

Index
Recorded
Mills Co

ROBERTA DASHNER
Roberta Dashner
\$175.00
\$16.00

Prepared By: Curtis J. Heithoff, 508 S. 8th St., Co. Bluffs, IA 51501, 712-325-0888

217-901
5-22-96

NRP

EASEMENT AGREEMENT

This Easement Agreement entered into between LARRY V. RAABE and JOYCE H. RAABE, husband and wife, as the grantors and RONALD N. LEISTAD and JUDITH A. LEISTAD, husband and wife, as the grantees. The grantees are the Developers of Additions to Glenwood, Iowa known as Golf View Addition Division II and Golf View Addition Division III, and wish to construct an underground storm sewer over the rear portions of some of the lots in said Additions. It is contemplated that the underground storm sewer will in the near future be dedicated for public use by Ronald N. Leistad and Judith A. Leistad, after which dedication the City of Glenwood, Iowa will operate said storm sewer.

WHEREFORE, in consideration of mutual promises, Larry V. Raabe and Joyce H. Raabe do hereby grant, sell and convey to Ronald N. Leistad and Judith A. Leistad a temporary easement for the construction and installation of an underground storm sewer over that portion of their property legally described as follows:

The South 7.5 feet of Lot 4 of Golf View Addition Division III in the City of Glenwood, Mills County, Iowa.

R.N.L.
J.V.R.

The grantees, or their authorized agents, shall have the full right of ingress or egress over the easement area during the construction and installation of the underground storm sewer, and upon completion of the project shall be responsible for restoring the easement area to substantially the same condition which existed prior to the construction.

Further, Larry V. Raabe and Joyce H. Raabe do hereby grant, sell and convey unto Ronald N. Leistad and Judith A. Leistad, a permanent easement for the maintenance of the underground storm sewer over the above described easement area, and shall have the right to use this permanent easement to maintain, inspect, rebuild and repair the underground storm sewer if necessary. The grantees shall be responsible to restore the easement area to the same condition which existed prior to the commencement of any repairs or maintenance in the easement area.

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Copy to
Curtis J. Heithoff

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It is explicitly agreed that this Easement Agreement shall run with the land and shall be binding upon all parties hereto, their heirs, successors or assigns.

DATED this 22 day of May, 1996.

Larry V. Raabe
LARRY V. RAABE

Joyce H. Raabe
JOYCE H. RAABE

Ronald N. Leistad
RONALD N. LEISTAD-Developer

Judith A. Leistad
JUDITH A. LEISTAD-Developer

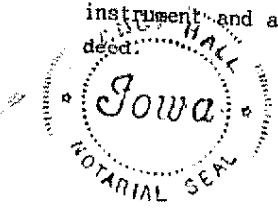
STATE OF IOWA)
MILLS COUNTY)ss.

On this 22nd day of May, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry V. Raabe and Joyce H. Raabe to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Ed Thompson
NOTARY PUBLIC
my Commission expires 12/31/97

STATE OF IOWA)
MILLS COUNTY)ss.

On this 24 day of May, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald N. Leistad and Judith A. Leistad to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Janet Hall
JANET HALL NOTARY PUBLIC