

#4856

MISC. #9

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Fee \$11.00

FROM : IGL SANITARY DISTRICT

PHONE NO. : 712 338 2627

Sep. 16 1996 10:52AM P2

INSTR. NO. 964856

EX _____ PAGE _____

96 SEP 17 AM 11:46

JAN BORTSCHELLER
RECORDER
DICKINSON COUNTY, IOWA
FEE \$ 11.00

IOWA GREAT LAKES SANITARY DISTRICT, 2285 210TH STREET,
MILFORD, IOWA 712/338-2626

EASEMENT AGREEMENT

This agreement made this 16th day of SEPTEMBER, A.D.,
1996, by and between VILLAGE WEST RESORT
(hereinafter referred to as Owner) in favor of The Iowa Great
Lakes Sanitary District of Dickinson County, State of Iowa,
(hereinafter referred to as District).

Whereas, VILLAGE WEST RESORT is the Owner
in fee simple of the real property known and described as QUARTER 34E, 99N
~~(SEE ATTACHED LEGAL DESCRIPTION)~~ SECTION 14 RANGE 37W OF THE 5TH P.M.
DICKINSON COUNTY
IOWA

Whereas, the District owns and operates a sanitary sewer upon
the above real property of the Owner, a portion of which the
Owner has agreed to relocate at their expense, and

Whereas, the Owner has agreed to give to the District a
perpetual and continual easement twenty feet (20') in width
with the sewer line centered in the easement for the purpose
of constructing, reconstructing, accessing, and maintaining
the sanitary sewer upon a portion of the real property of the
owner above described.

Now, therefore, the owner hereby grants unto the District and
its assigns a perpetual and continuing easement for the
purpose of constructing, reconstructing, accessing, and
maintaining the sanitary sewer upon and under the above
described real estate all in The Iowa Great Lakes Sanitary
District, Dickinson County, Iowa, said easement described as
being twenty feet (20') in width, ten feet (10') on either
side of the relocated sewer line and located in the
approximate position shown on the attached plat and said plat
is by reference made a part hereof.

The Owner further agrees to erect no building or other
structures along, on or under real property covered by this
easement as hereinbefore described which would in any manner
interfere with the construction, reconstruction, access, or
maintenance of the sanitary sewer without special permission
of the District.

The easement and the rights herein described shall be binding
upon the owner, their heirs and assigns.

Paul J. Jarvis
OWNER
Project Director
Village West

STATE OF IOWA
COUNTY OF DICKINSON

On this 16th day of SEPTEMBER, A.D., 1996, before me, the
undersigned, a Notary Public in and for the County of
Dickinson, State of IOWA, personally appeared:
PAUL J. JARVIS

to me known to be the person named in and who executed the
foregoing instrument, and acknowledged that he/she executed
the same as a voluntary act and deed.

In witness whereof, I have hereunto signed my name and affixed
my Notarial Seal the day and year last above written.



Mary Ann Reed
Notary Public
July 17, 1999

