

Recorded: 11/18/2024 at 3:13:08.0 PM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 2914

Prepared by/Return to: Fehr Graham, 221 E. Main St., Suite 301, Manchester, IA 52057; 563-927-2060

**PERMANENT SIDEWALK EASEMENT
PUBLIC SIDEWALK ACCESS EASEMENT**

KNOW ALL BY THESE PRESENTS: That in consideration of the lump sum of Five Hundred Fifty Dollars (\$550.00) and other valuable consideration paid to Daniel R. Ries, hereinafter referred to as Grantor, by the City of Manchester hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement – said easement being a 2-feet sidewalk easement. The Grantee shall have the right to construct, operate, inspect, repair, maintain, and replace Sidewalk over, across, and through the land of the Grantor, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

In Parcel 2013-15 in Lot 6 of Iowa Land Company's Addition to Manchester, Located in the SW 1/4 of the SW 1/4 of Section 28-T89N-R5W, in Delaware County, Iowa.

And said easement being as follows:
See "Exhibit A".

This easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor shall not erect any landscaping or structure over or within the Easement Area without obtaining the prior written approval of the Grantee.
2. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.
3. **RIGHT OF ACCESS.** The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area. Further, the general public will be able to use the sidewalk as any other public sidewalk in the City.
4. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
5. **APPROVAL BY THE GRANTEE.** This Easement shall not be binding until it has received the final approval and acceptance by the Grantee.
6. **DUTY OF THE GRANTEE.** Grantee's use of the subject property shall be subject to a duty to return the property to a condition reasonably similar to its condition prior to use by the Grantee.

Grantee hereby gives notice of Grantors' five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by § 6B.52 of the Code of Iowa.

Grantor does HEREBY COVENANT with the City that Grantor holds said real estate described in this easement by title in fee simple; that grantor has good and lawful authority to convey the same; and said Grantor covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this easement.

Words and phrases herein including acknowledgment hereof shall be constructed as in the singular or plural number, and as masculine or feminine in gender, according to the context.

Dated this 27 day of FEBRUARY, ~~2023~~ 2024

GRANTOR ACKNOWLEDGEMENT

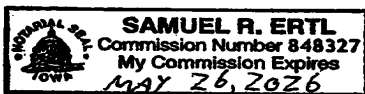

Daniel R. Ries, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 27 day of FEBRUARY, ~~2023~~ 2024, before me, the undersigned, a Notary Public in and for the State of IOWA, personally appeared Daniel R. Ries, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.


Notary Public in and for the State of Iowa





GRANTEE ACKNOWLEDGEMENT:

CITY OF MANCHESTER

By: Connie Behnken
Connie Behnken, Mayor

ATTEST:

Erin Learn
Erin Learn, City Clerk

STATE OF IOWA, COUNTY OF DELAWARE) ss

On this 15 day of ~~NOVEMBER~~, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Connie Behnken and Erin Learn, to me personally known, and, who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the CITY OF MANCHESTER, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No. 3.0 of the City Council on the 11 day of MARCH, 2024, and that Connie Behnken and Erin Learn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Laura K. Thomas
Notary Public in and for the State of Iowa



EXHIBIT "A" - EASEMENT #1
A 2 FOOT WIDE PERMANENT SIDEWALK EASEMENT
IN PARCEL 2013-15 IN LOT 6 OF IOWA LAND COMPANY'S ADDITION TO MANCHESTER,
LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 28-T89N-R5W,
CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

NOTE: A 2 FOOT WIDE PERMANENT SIDEWALK EASEMENT IS FOR THE CITY OF MANCHESTER.

EASEMENT DESCRIPTION:

A 2 FOOT WIDE PERMANENT SIDEWALK EASEMENT IN PARCEL 2013-15 IN LOT 6 OF IOWA LAND COMPANY'S ADDITION TO MANCHESTER, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28 NORTH, RANGE 8 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2013-15:

THENCE NORTH 01°15'42" WEST (ASSUMED BEARING), 125.74 FEET ALONG THE EAST LINE OF PARCEL 2013-15 TO THE NORTH LINE THEREOF;

THENCE SOUTH 89°42'00" WEST, 2.00 FEET ALONG SAID NORTH LINE;

THENCE SOUTH 01°15'42" EAST, 125.74 FEET TO THE SOUTH LINE OF SAID PARCEL 2013-15;

THENCE NORTH 89°42'06" EAST, 2.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

CONTAINING 252 SQUARE FEET, SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCE IS HEREBY MADE TO A PLAT OF SURVEY MADE BY LYLE G. TEKIPPE, RECORDED APRIL 24, 2013, IN BOOK 2013, PAGE 1388, ON FILE IN THE DELAWARE COUNTY RECORDER'S OFFICE, MANCHESTER, IOWA.

SURVEYOR:

FEHR GRAHAM
 221 E. MAIN STREET
 SUITE 301
 MANCHESTER IA, 52057

PROPRIETOR/OWNER:

RIES, DANIEL R
 1693 285TH AVE
 EARLVILLE IA, 52041

REQUESTED BY:

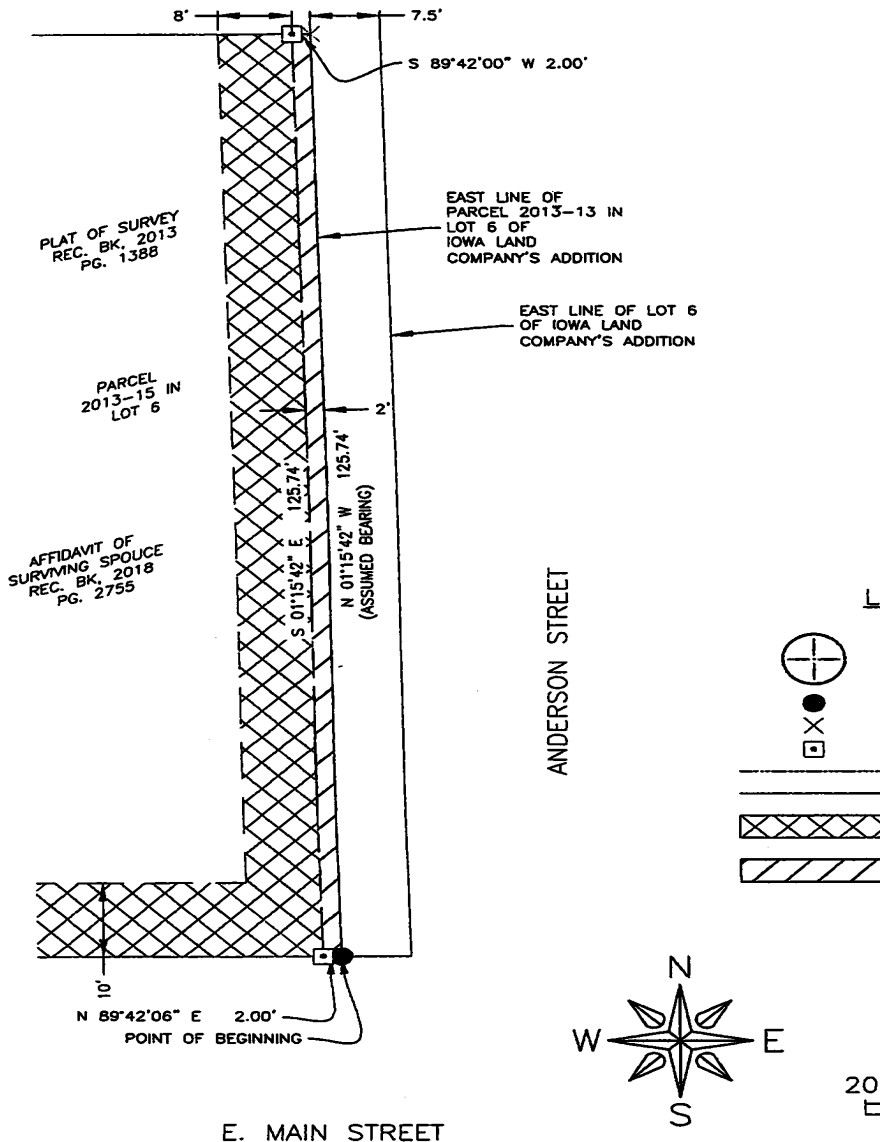
CITY OF MANCHESTER
 208 E. MAIN ST
 MANCHESTER IA, 52057

TEMPORARY EASEMENT

0.050 ACRE (2172.776 SQ. FT.)

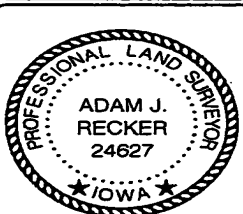
PERMANENT EASEMENT:

252 SQ. FT.



LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND 1/2" REBAR W/RPC #7060
- FOUND CUT "X"
- CALCULATED POSITION
- 1/4-1/4 SECTION LINE
- EXISTING PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT SIDEWALK EASEMENT



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Adam J. Recker 8-18-2023
 Adam J. Recker, P.L.S.
 License Number: 24627
 My license renewal date is December 31, 2023.
 Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM ILLINOIS
 ENGINEERING & ENVIRONMENTAL IOWA
 © 2023 FEHR GRAHAM WISCONSIN

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JOB NUMBER:
23-017

SHEET NUMBER:
1 of 1