

Recorded: 9/26/2025 at 2:20:23.0 PM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 2587

Preparer: James T. Peters, P.O. Box 774, Independence, IA 50644; Phone: 319.334.9992

**Agreement for Land Acquisition
Grand Avenue Street Extension Project**

Whereas, the City of Manchester, Iowa is developing improvements known as the 2024 Grand Avenue Street Extension Project (the "Project"); and,

Whereas, detailed plans for construction of the Project have been prepared and made available for review by the parties to this agreement; and,

Whereas, the Delaware County Fair Society, Inc. is the owner of property specifically described on Exhibit A copy of which is attached hereto; and,

Whereas, subject to the terms and conditions set forth herein, to assist in the development of the property and the improvements anticipated by the Project, the Delaware County Fair Society, Inc. shall dedicate street, drainage, utility, and recreational right of way easements to the City of Manchester, Iowa for the real estate shown on Exhibit A.

Now therefore, the undersigned agree as follows:

1. The Delaware County Fair Society, Inc. shall dedicate to the City of Manchester, Iowa an easement for street, drainage, utility, and recreational use as described on Exhibit A attached hereto.
2. The City of Manchester, Iowa shall not, for a period of 25 years from the date of this agreement, charge or create any assessment to the Delaware County Fair Society, Inc., for street or sidewalk improvements placed upon the property described in Exhibit A attached hereto.
3. The City of Manchester, Iowa shall provide concrete driveways between the street and trail to the property line in the existing driveways as shown on Exhibit B.
4. The City of Manchester, Iowa shall be responsible for snow removal on the trail as shown on the plans for the Grand Avenue Trail Project and shall exercise reasonable care in snow removal so as not to damage fences owned by the Delaware County Fair Society, Inc.
5. The City of Manchester, Iowa shall provide appropriate lighting for the street anticipated by this agreement.
6. The City of Manchester, Iowa shall install a 4-inch water hook up in the street to allow water service directly west from the southeast corner of the Beef Barn.

7. The City of Manchester, Iowa shall replace or repair any fence located on property owned by the Delaware County Fair Society, Inc. that is altered or damaged due to construction of the street and trail improvements contemplated by the project.
8. The City of Manchester, Iowa shall install three utility hookups to Lot 2 as shown on Exhibit A.
9. Any crop damage to crops in 2024 located on land owned by the Delaware County Fair Society, Inc. resulting from construction of the improvements anticipated by the project shall be paid by the City of Manchester, Iowa.
10. The parties shall execute all documents necessary to give effect to the terms of this agreement.

DATED: 5/13/2024

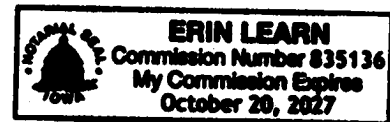
Jeannine Domeyer
 Delaware County Fair Society, Inc.
 State of Iowa)
) ss.
 County of Delaware)

This instrument was acknowledged before me by JEANNINE DOMEYER
 on 5/13/2024

Erin Learn
 Notary Public

CITY OF MANCHESTER, IOWA

Connie Behnken
 Connie Behnken, Mayor



ATTEST:

Erin Learn
 Erin Learn, City Clerk

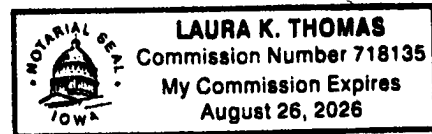
State of Iowa)
) ss.
 County of Delaware)



On this 13th day of May, 2024, before me, Laura K. Thomas, 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 the Mayor and City Clerk, respectively, of the City

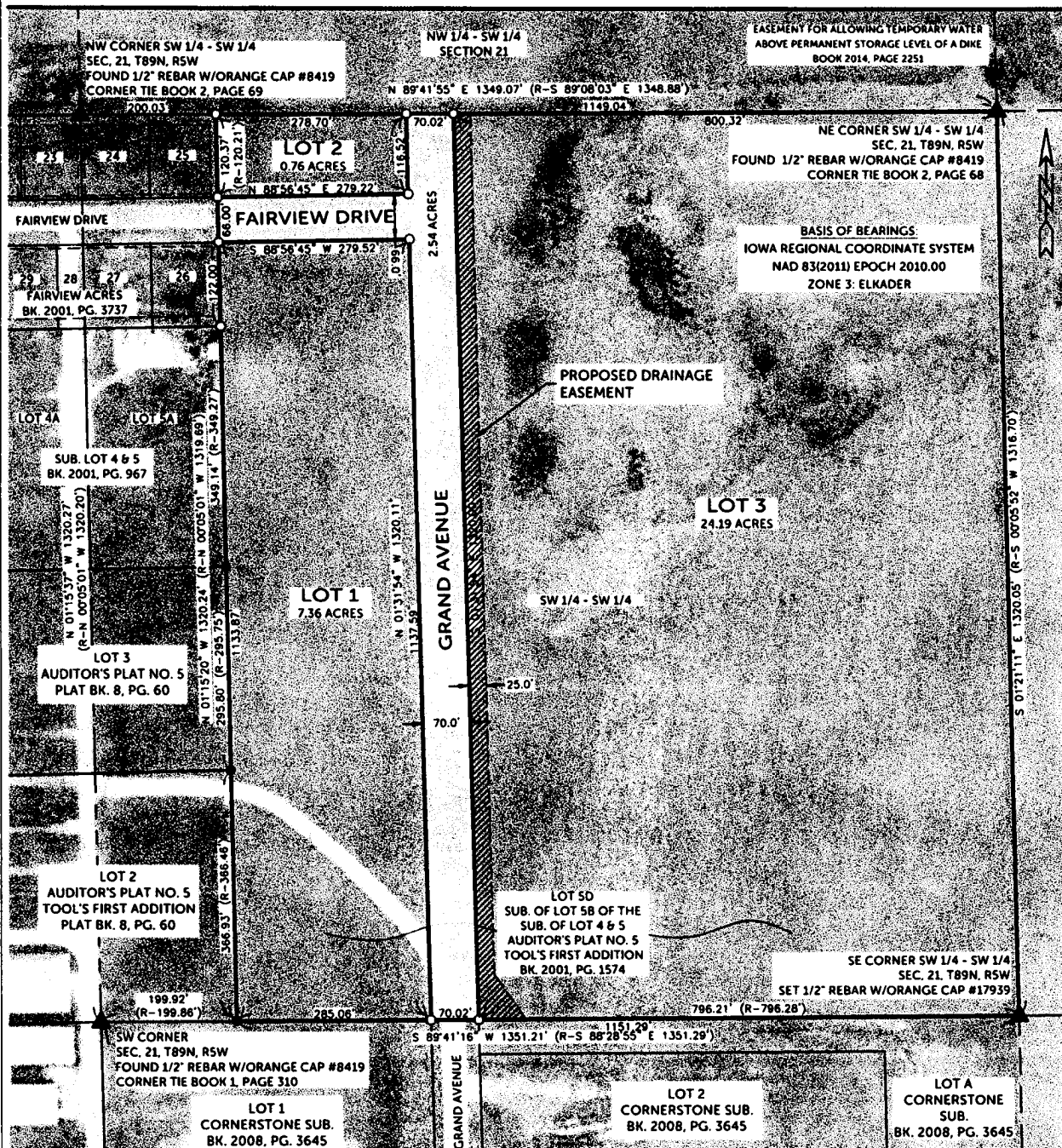
of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of its City Council, as contained in Resolution Number R059-2024 adopted by the City Council on the 13th day of May, 2024, and that Connie Behnken and Erin Learn acknowledge 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
Laura K. Thomas, Notary Public

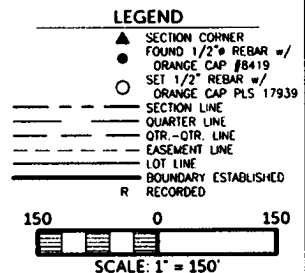


ROW & DRAINAGE EASEMENT EXHIBIT
GRAND AVENUE EXTENSION
MANCHESTER, IOWA

EXHIBIT A



DELAWARE COUNTY FAIRGROUNDS ADDITION
 A SUBDIVISION OF LOT 5D OF THE SUBDIVISION LOT 5B OF THE SUBDIVISION OF LOT
 4 AND 5 OF AUDITOR'S PLAT NO. 5 - TOOL'S FIRST ADDITION IN THE SW 1/4 - SW 1/4,
 SECTION 21, T89N, R5W OF THE FIFTH P.M., CITY OF MANCHESTER, DELAWARE
 COUNTY, IOWA

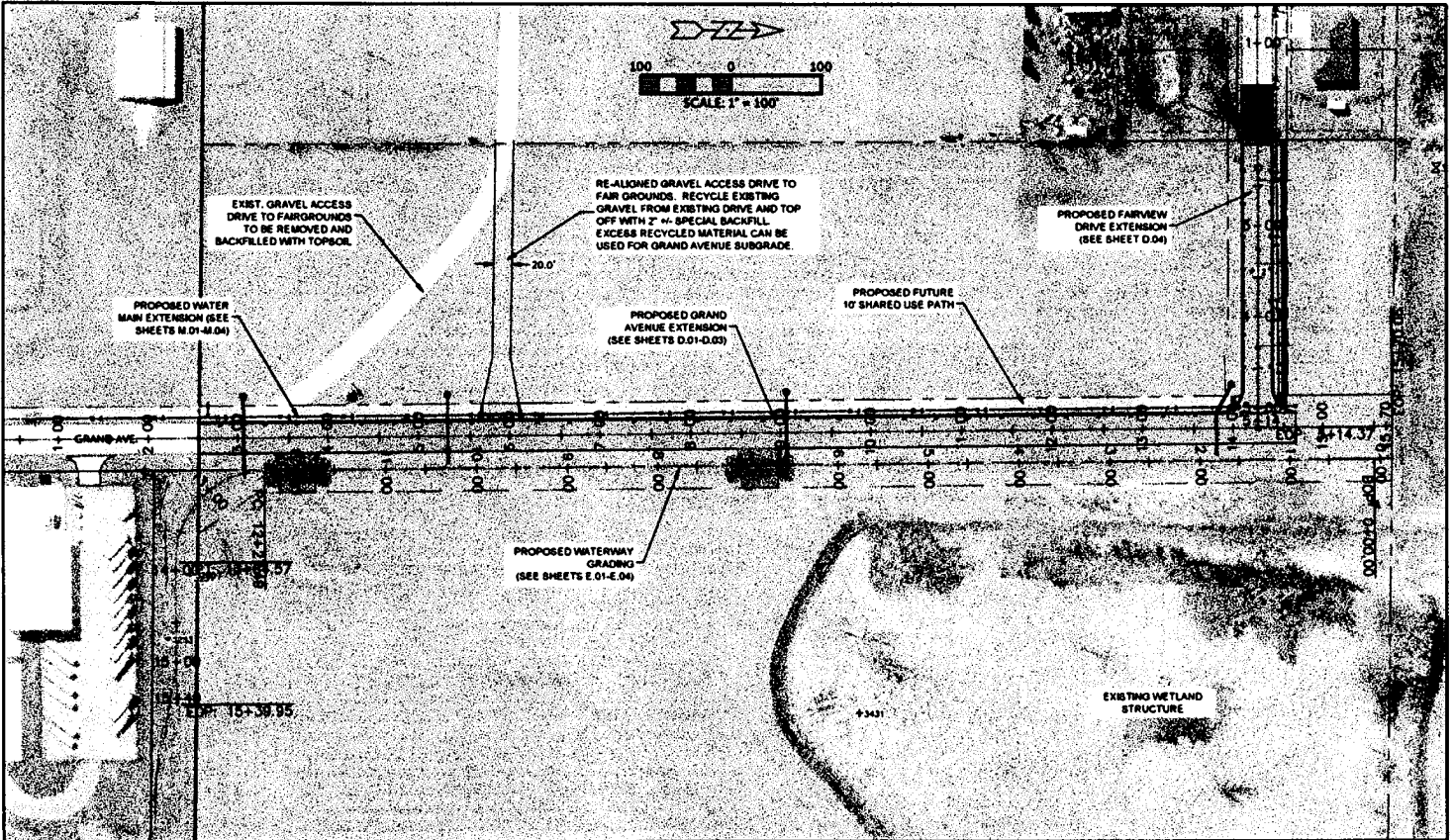


BURRINGTON GROUP, INC.
 Civil Engineering | Land Surveying
 105 W. Main Street Manchester, Iowa 52057

Phone 563-927-2434

burringtongroup.com

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 BURRINGTON GROUP, INC. Civil Engineering Land Surveying 105 W. Main Street Manchester, Iowa 52057 Phone 563-927-2434 burringtongroup.com	DRAWN BY: JAW APPROVED BY: JAW		PROJECT 2024 GRAND AVENUE EXTENSION PROJECT MANCHESTER, IA	SHEET NAME OVERALL PLAN	SHEET NO. A.04	OF 25
	DATE: 12/29/2023 PROJECT NO: 23-062					
	1/16/2024 ADDENDUM #1					