

Prepared by/Return to: Fehr Graham, 221 E Main Street, Suite 301, Manchester, IA 52057, Ph. 563.927.2060

**PERMANENT SIDEWALK AND UTILITY EASEMENT
PUBLIC SIDEWALK AND UTILITY ACCESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the lump sum of Two Hundred Twenty-Five Dollars (\$225) and other good and valuable consideration paid to Nicholas and Ashley Bente, hereinafter referred to as Grantor, by 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-foot wide sidewalk and public utility 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, and franchise utilities shall have the right to bore utilities under the sidewalk as approved by the Grantee, situated in the City of Manchester, Delaware County, Iowa, said land being as follows:

In the NW 1/4 of the NW 1/4 of the SE 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. The Grantor will remain responsible for snow removal on the sidewalk per the city ordinance.
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.

Grantor does HEREBY COVENANT with the Grantee 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.

GRANTEE ACKNOWLEDGEMENT



CITY OF MANCHESTER

By: Connie Behnken
Connie Behnken, Mayor

ATTEST:

By: Erin Learn
Erin Learn, City Clerk

(MUNICIPAL SEAL)

State of Iowa)
) SS.
County of Delaware)

On this 23 day of FEBRUARY, 2026, 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, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; a municipal corporation; 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, on the 24 day of JANUARY, 2026, and 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



