

Prepared by/Return to: Fehr Graham, 221 E MAIN ST, 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 Ninety Dollars (\$290) and other good and valuable consideration paid to Janet Marbach, 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.

An additional Temporary Construction Easement, as shown on the attached easement Exhibit, is granted during the construction period of the improvements to allow the Grantee's contractor adequate space to complete the proposed improvements and allow room for staging equipment and materials as needed. This area is to be regraded and reseeded by the Grantee's contractor at the end of the construction period.

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 construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this 10th day of September 2025.

GRANTOR ACKNOWLEDGEMENT

Janet Marbach (POA)
JANET MARBACH, GRANTOR

INDIVIDUAL ACKNOWLEDGMENT

State of Iowa)
) SS.
County of Delaware)

On this 10 day of SEPTEMBER, 2025, before me, the undersigned, a Notary Public in and for the State of IOWA, personally appeared Janet Marbach, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the instrument as her voluntary act and deed.

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



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 26 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



EXHIBIT "A"
A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT,
IN THE NW1/4 OF THE NW1/4 OF THE SE1/4 OF THE SW1/4
OF SECTION 28-T89N-R5W,
CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

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

EASEMENT DESCRIPTION:

A 2 FOOT WIDE PERMANENT SIDEWALK AND PUBLIC UTILITY EASEMENT IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER SECTION;

THENCE SOUTH 01°16'12" EAST (ASSUMED BEARING), 195.04 FEET ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION;

THENCE NORTH 89°52'08" EAST, 7.50 FEET TO THE EAST RIGHT-OF-WAY LINE OF ANDERSON STREET AND THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°52'08" EAST, 2.00 FEET;

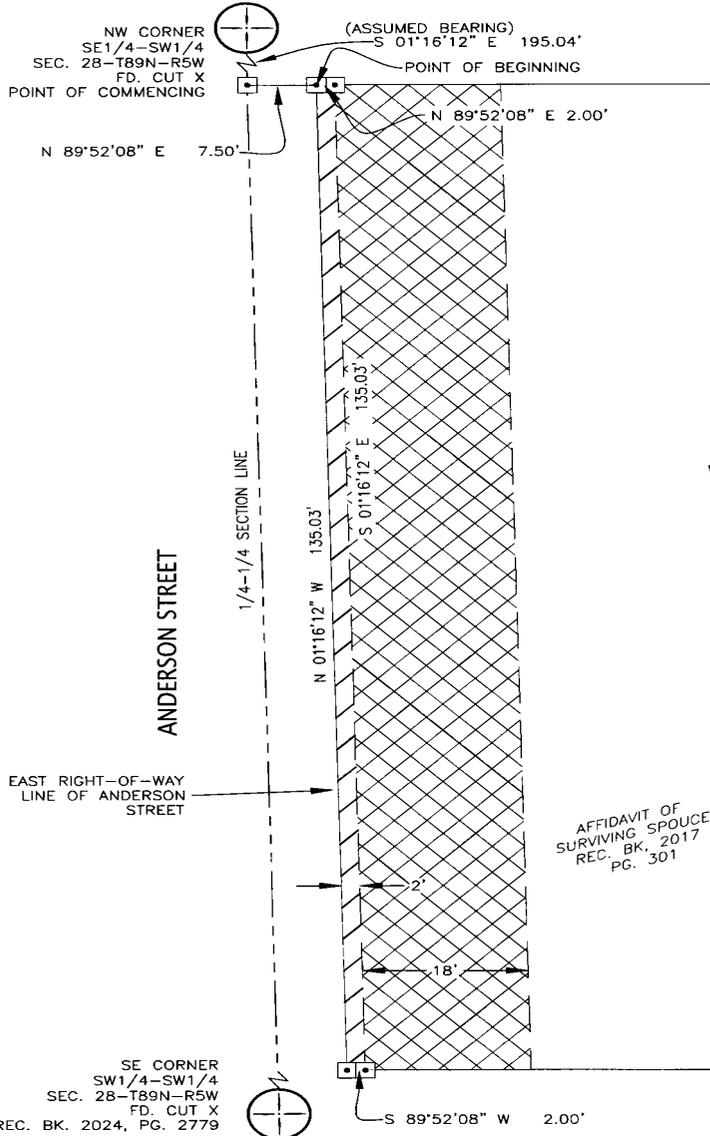
THENCE SOUTH 01°16'12" EAST, 135.03 FEET;

THENCE SOUTH 89°52'08" WEST, 2.00 FEET TO SAID EAST RIGHT-OF-WAY LINE;

THENCE NORTH 01°16'12" WEST, 135.03 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;

CONTAINING 270 SQUARE FEET, SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCE IS HEREBY MADE TO A SURVEY AND PLAT BY LYLE G. TEKIPPE, RECORDED JUNE 27, 2002, IN BOOK 2002, PAGE 2083; TO A SURVEY AND PLAT BY LYLE G. TEKIPPE, RECORDED SEPTEMBER 23, 2002, IN BOOK 2002, PAGE 3414; BOTH 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:

MARBACH, JANET
401 ANDERSON ST
MANCHESTER IA, 52057

REQUESTED BY:

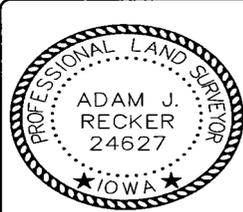
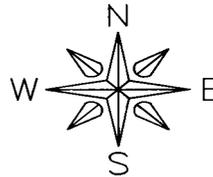
CITY OF MANCHESTER
208 E. MAIN ST
MANCHESTER IA, 52057

PERMANENT EASEMENT:

270 SQ. FT.

TEMPORARY EASEMENT

2430 SQ. FT.



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 08/19/2025
 Adam J. Recker P.L.S.
 License Number: 24627
 My license renewal date is December 31, 2025.
 Sheets covered by this seal: THIS SHEET ONLY

FEHR GRAHAM ILLINOIS
 ENGINEERING & ENVIRONMENTAL IOWA
 © 2025 FEHR GRAHAM WISCONSIN

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JOB NUMBER:
25-546

SHEET NUMBER:
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