

July 13, 2026



Esteemed City Council Members,

311 East Charles is a residential structure sold to local contractor Shawn Bentley. That sale was accompanied with a reversion agreement. That reversion agreement was signed January 1, 2025 and recorded on April 4, 2025, to complete within 12 months the following items:

- a. Installation of new roof on home and other structures on Property
- b. Repair or replacement of soffit and fascia on home and structures on Property
- c. Installation of new siding on home and structures on Property
- d. Replacement of windows on home and structures on Property as needed, where repair is not possible/feasible.
- e. Replacement of front entry stairs and repair front porch to code compliance
- f. Sealing and necessary repairs to the northeast foundation corner of home
- g. Replacement of electric meter and exterior disconnect

To this date, no item has been fully completed. Item A has not begun, item B has not begun, item C is partially completed, item D has not begun, item E is partially completed, item F is partially complete, and item G is partially completed.

Therefore, on April 3rd, 2026, a Notice-to-cure was sent by Lynch-Dallas, providing a 30-day notice to cure defaults. It has been over 60 days, minor progress was made but no full compliance, and no hearing was requested.

The following attachments are related to the reversionary agreement, an email response from Mr. Bentley sent May 11, 2026, and pictures of construction work performed as of dates March 17, 2026 and July 9, 2026.

Sincerely,
David Kral
Building Official

Book: 2025 Page: 937
Instr. Number: 2025 937
Recorded: 4/4/2025 at 2:08:02.0 PM
County Recording Fee: \$52.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$55.00
Revenue Tax: \$0.00
KRISTIE REIERSON, RECORDER
Fayette County, Iowa

Prepared by:	Douglas D. Herman Lynch Dallas, PC PO Box 2457 Cedar Rapids, Iowa 52406-2457 Telephone: 319-365-9101 Facsimile: 319-365-9512	Taxpayer/Return Address: Shawn Bentley and Christina Edmonds 1694 Tahoe Ave. Sumner, IA 50674
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REAL ESTATE REVERSION AGREEMENT

For good and valuable consideration as more fully described below, the CITY OF OELWEIN, IOWA, an Iowa Municipal Corporation, hereinafter referred to as "City", and Shawn Bentley and Christina Edmonds, hereinafter referred to as "Buyers", with City and Buyers being hereinafter collectively referred to as the "Parties", and do hereby agree to the following terms and provisions related to the following real estate, same being legally described as follows:

The West 59 feet of Lot 8 and the South 14 feet of the West 59 feet of Lot 7, Block 5, Paig's Third Addition to Oelwein, Fayette County, Iowa.

Hereinafter referred to as the "Property".

WHEREAS, City sought bids related to the sale of the above-described City owned property, and

WHEREAS, after a Public Hearing held on December 23, 2024, the Council approved Resolution 5683-2024, approving the sale of the Property to the Buyers, subject to the execution by Buyers of this Reversion Agreement, and

WHEREAS, approval of this Reversion Agreement was part of the consideration given the City in return for the transfer of Property, and

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING, the Parties agree as follows.

1. **RIGHT OF REVERSION.** Notwithstanding anything herein to the contrary, and as consideration for the transfer by City to Buyers of Property, Buyers agree to perform the following improvements to Property within twelve (12) months of the transfer of Property by City to Buyer, to wit:

- a. Installation of new roof on home and other structures on Property
- b. Repair or replacement of soffit and fascia on home and structures on Property
- c. Installation of new siding on home and structures on Property
- d. Replacement of windows on home and structures on Property as needed, where repair is not possible/feasible.
- e. Replacement of front entry stairs and repair front porch to code compliance
- f. Sealing and necessary repairs to the northeast foundation corner of home
- g. Replacement of electric meter and exterior disconnect

All of the above repairs and/or replacements to be permitted and finished in a code compliant fashion, with all necessary inspections and approvals, and a Certificate of Occupancy issued by the City within said twelve (12) month period.

2. EXERCISE OF REVERSIONARY RIGHTS. In the event Buyers fail to perform as agreed, the City may exercise its' right of reversion as follows:

- a. To exercise the City's right of reversion the City shall issue Buyers a written notice to cure ("Cure Notice") providing Buyers thirty (30) days to come into compliance. Should Buyers fail to comply with City's written Cure Notice, or request a hearing to contest the Cure Notice, Buyers agrees to execute and deliver to City, within thirty (30) days of the expiration of Buyers cure period, a Quit Claim Deed and any other documents necessary to convey title to the Property to City. Buyers further agree to take all reasonable steps to ensure City acquires marketable title to the Property, including without limitation satisfying any lien, mortgage, or other similar debt obligation encumbering the Property. Buyers acknowledge and understand the exercise of City's right of reversion shall entitle City to ownership of the Property, as improved by Buyers, including all improvements and betterments including fixtures attached to the Property with no remuneration to Buyers.
- b. Buyers further agree, that should they fail to satisfy the defaults identified in the Cure Notice and further fail to transfer Property to City as required by Paragraph 2(a) above, that the City may execute and deliver to itself a Deed, executing the Deed as the Grantor by virtue of authority granted by Buyers to the City by way of the "Limited Power of Attorney" for said purpose, attached hereto as Exhibit A.
- c. City reserves the right to enforce the terms of this Agreement, including the right of reversion, by instituting a legal action for specific performance and/or to quiet title in City. City shall be entitled to compensation for attorney fees and court costs in such an action.
- d. City's reversionary rights with respect to the Property shall terminate and be of no further force and effect upon the completion of the agreed upon improvements by Buyers and Buyers receipt of an Occupancy Permit from City.

- e. Any transfer/sale of the property by Buyers to any other person or entity must be approved by the City in advance of said transfer/sale. The terms and provisions of this Reversion Agreement will apply to any such transfer with any amendments hereto being subject to City Council approval, to be granted or denied in their sole discretion.
 - f. This agreement will be recorded at City expense with the County Recorder. Upon satisfaction of the terms hereof, the City will file a Satisfaction of Reversion Agreement with the County Recorder acknowledging that the terms of the Reversion Agreement have been met and are no longer applicable to the Property.
3. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.
4. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by City and Buyers. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.
5. **APPROVAL BY CITY COUNCIL.** This Agreement has been approved by City Council Resolution 5689-2024.
6. **EXECUTION.** When executed by both City and Buyers, this Agreement shall become a binding contract.

SIGNATURE PAGE TO FOLLOW

Buyers
Shawn Bentley and Christina Edmonds

City of Oelwein, Iowa
an Iowa Municipal Corporation

Dated this 1 day of January 2025.

By: Shawn Bentley
Shawn Bentley

By: Christina Edmonds
Christina Edmonds

Address: Shawn Bentley & Erica Smithburg
1694 Tahoe Ave.
Sumner, IA 50674

Telephone: (319) 238.3598
Email: otownconstruction1@gmail.com

Dated this 23 day of December 2024.

By: Brent DeVore
Brent DeVore, Mayor

Attest: Dylan Mulfinger
Dylan Mulfinger, City Admin.

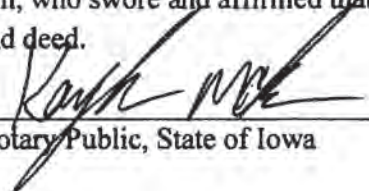
Address: Oelwein City Hall
20 2nd Ave. SW
Oelwein, IA 50662

Telephone: (319) 283.5440

STATE OF IOWA, COUNTY OF FAYETTE)§

This document was acknowledged before me on January 15, 2025, by Shawn Bentley, known to the undersigned to be the identical person named herein, who swore and affirmed that he executed same as an expression of his voluntary act and deed.

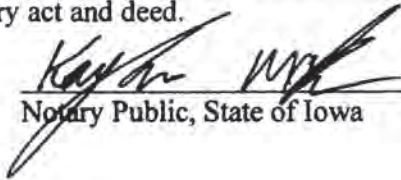



Notary Public, State of Iowa

STATE OF IOWA, COUNTY OF FAYETTE)§

This document was acknowledged before me on January 15, 2025, by Christina Edmonds, known to the undersigned to be the identical person named herein, who swore and affirmed that she executed same as an expression of her voluntary act and deed.

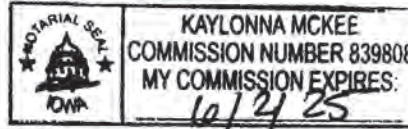



Notary Public, State of Iowa

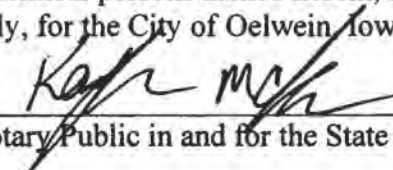
STATE OF IOWA

COUNTY OF FAYETTE

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This instrument was acknowledged before me on the 23rd day of December, 2024, by Brett DeVore and Dylan Mulfinger, known to me to be the identical persons named herein, in their capacities as Mayor and City Administrator, respectively, for the City of Oelwein, Iowa.



Notary Public in and for the State of Iowa

Exhibit A



IOWA STATUTORY POWER OF ATTORNEY LIMITED

1. LIMITED POWER OF ATTORNEY

This power of attorney authorizes your agent, the City of Oelwein, Iowa, ("Agent") to make decision(s) concerning the transfer of Real Estate, located at 311 E. Charles Street, Oelwein, Iowa, owned by you, to the City of Oelwein, Iowa if it is determined by your Agent that you have not met your responsibilities and obligations as set forth within the Real Estate Reversion Agreement to which this Limited Power of Attorney is attached as Exhibit A.

The only power granted your Agent herein is the right, power, and ability to transfer the following described property to itself, the City of Oelwein, Iowa, after following Cure Notice provisions of the Real Estate Reversion Agreement.

**The West 59 feet of Lot 8 and the South 14 feet of the West 59 feet of Lot 7, Block 5,
Paig's Third Addition to Oelwein, Fayette County, Iowa.**

1. Your Agent will be permitted to transfer the above-described property whether or not you are able to act for yourself.
2. This power of attorney does not authorize the Agent to do anything else, financially or otherwise, on your behalf
3. This power of attorney does not authorize the Agent to make health care decisions for you.
4. This power of attorney shall continue in effect until such time that the City of Oelwein, Iowa either files a Satisfaction of the Reversion Agreement or transfers the Property to itself under and consistent with the powers granted herein.
5. Your Agent is not entitled to compensation.
6. This form provides for designation of one Agent. (Subject to successor Mayor language noted below.)
7. This power of attorney becomes effective immediately upon signature and acknowledgment.
8. If you have questions about this power of attorney or the authority you are granting your Agent, you should seek legal advice before signing this form.

DESIGNATION OF AGENT

We, Shawn Bentley and Christina Edmonds, name the following City of Oelwein Official as our agent:

Name of Agent: Brett DeVore, Mayor of the City of Oelwein, Iowa or successor Mayor if this Limited Power of Attorney remains in effect after the conclusion of Mayor DeVore's term, or any successive term as Mayor.

Agent's Address: Oelwein City Hall, 20 2nd Ave. SW, Oelwein, IA 50622

Agent's Telephone Number: (319) 283.5440

GRANT OF SPECIFIC AUTHORITY

My agent shall only be authorized to perform the following specific act for me.

SB (Initial) The only power granted by this Limited Power of Attorney is the power to transfer the following described property to the City of Oelwein, Iowa, only after determining that I have not complied with the Real Estate Reversion agreement after receiving appropriate Cure Notice, opportunity to appeal said notice, and opportunity to cure as provided therein.

The West 59 feet of Lot 8 and the South 14 feet of the West 59 feet of Lot 7, Block 5, Paign's Third Addition to Oelwein, Fayette County, Iowa.

EFFECTIVE DATE

This Limited Power of Attorney is effective immediately upon signature and acknowledgment. The undersigned, as principals, hereby agree to not revoke this Limited Power of Attorney at any time, agreeing that same will remain in full force and effect until such time that principals have met their obligations under the Real Estate Reversion Agreement and the City of Oelwein has either filed a Satisfaction of the Reversion Agreement or exercised its' rights as Agent hereunder, after which the City will agree to the revocation of this limited Power of Attorney.

RELIANCE ON THIS POWER OF ATTORNEY

Any person, including our Agent, may rely upon the validity of this power of attorney or a copy of it unless that person knows it has terminated or is invalid.

SIGNATURE AND ACKNOWLEDGMENT

Shawn Bentley
Shawn Bentley

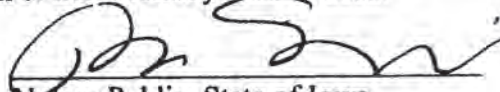
1-17-25
Date

Christina Edmonds
Christina Edmonds

1-17-25
Date

STATE OF IOWA, COUNTY OF FAYETTE)§

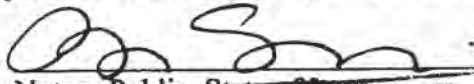
This document was acknowledged before me on January 17th 2025, by Shawn Bentley, known to the undersigned to be the identical person named herein, who swore and affirmed that he executed same as an expression of his voluntary act and deed.


Notary Public, State of Iowa



STATE OF IOWA, COUNTY OF FAYETTE)§

This document was acknowledged before me on January 17th 2025 by Christina Edmonds, known to the undersigned to be the identical person named herein, who swore and affirmed that she executed same as an expression of her voluntary act and deed.


Notary Public, State of Iowa

AGENT'S DUTIES



When you accept the authority granted under this power of attorney, a special legal relationship is created between the principal and you. This relationship imposes upon you legal duties that continue until you resign or the power of attorney is terminated or revoked. You must do all of the following:

Do what you know the principal reasonably expects you to do as described within the Limited Power of Attorney.

Act in good faith.

Do nothing beyond the authority granted in this power of attorney.

Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as agent in the following manner:

Chad M. Hendricks by Kelly Andermann as Agent.

Unless the Special Instructions in this power of attorney state otherwise, you must also do all of the following:

Act loyally for the principal's benefit.

Avoid conflicts that would impair your ability to act in the principal's best interest. Act with care, competence, and diligence.

Keep a record of all receipts, disbursements, and transactions made on behalf of the principal.

Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest.

Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

TERMINATION OF AGENT'S AUTHORITY

You must stop acting on behalf of the principal if you learn of any event that terminates this power of attorney or your authority under this power of attorney. Events that terminate a power of attorney or your authority to act under a power of attorney include any of the following:

Death of the principal.

The principal's revocation of the power of attorney or your authority.

The occurrence of a termination event stated in the power of attorney.

The purpose of the power of attorney is fully accomplished.

If you are married to the principal, a legal action is filed with a court to end your marriage, or for your legal separation, unless the Special Instructions in this power of attorney state that such an action will not terminate your authority.

LIABILITY OF AGENT

The meaning of the authority granted to you is defined in the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B. If you violate the Iowa Uniform Power of Attorney Act, Iowa Code chapter 633B, or act outside the authority granted, you may be liable for any damages caused by your violation. If there is anything about this document or your duties that you do not understand, you should seek legal advice.



316 2nd St SE, STE 124
P.O. Box 2457
Cedar Rapids, IA 52406-2457
www.lynchdallas.com
dherman@lynchdallas.com
319.200.3717

Holly A. Corkery | Douglas D. Herman
Madison P. Huntzinger | Samantha R. Kuntz
Steven C. Leidinger | Daniel M. Morgan
Patrick J. O'Connell | Amy L. Reasner
Bryce E. Schulte | Wilford H. Stone
Of Counsel: Mohammad H. Sheronick

April 2, 2026

Shawn Bentley and Erica Smithburg
1694 Tahoe Ave.
Sumner, IA 50674

Re: Notice of Reversion Rights / Right to Cure

Mr. Bentley and Ms. Smithburg:

The purpose of this letter is to give you notice as required under the “Real Estate Reversion Agreement” entered into by you and the City of Oelwein Iowa, dated December 23, 2024 by the City and January 1, 2025 by the two of you. (Recorded on April 4, 2025 in Book 2025, Page 937, records of the Fayette County, Iowa Recorder.)

The Reversion Agreement related to the following described property, approved by the City Council for transfer to you, by Resolution 5689-2024, subject to various terms and conditions, one of which was a “Reversion Agreement”.

The West 59 feet of Lot 8 and the South 14 feet of the West 59 feet of Lot 7, Block 5, Paig’s Third Addition to Oelwein, Fayette County, Iowa.

Parcel No. 1821282008; locally known as 311 E. Charles Street, Oelwein, Iowa.

You agreed, under the terms of the Reversion Agreement, to complete the following improvements, subject to all necessary inspections and approvals, with a certificate of occupancy to be issued by the City within twelve (12) months of the date of the Reversion Agreement.

- a. Installation of new roof on home and other structures on Property
- b. Repair or replacement of soffit and fascia on home and structures on Property
- c. Installation of new siding on home and structures on Property
- d. Replacement of windows on home and structures on Property as needed, where repair is not possible/feasible.
- e. Replacement of front entry stairs and repair front porch to code compliance
- f. Sealing and necessary repairs to the northeast foundation corner of home
- g. Replacement of electric meter and exterior disconnect

Unfortunately, more than twelve (12) months has passed and it does not appear that you have taken any steps towards the obligations you agreed to as outlined above.

Notice to Cure:¹

1. You are hereby given thirty (30) days' notice to cure your defaults under the agreement with the City. To come into compliance, and out of default, you must complete all agreed upon improvements, subject to all necessary inspections and approvals, and receive a certificate of occupancy from the City within thirty (30) days of service of this Notice.
2. Under the Reversion Agreement you also agreed to transfer your interest in the property back to the City if unable to come into compliance within the thirty (30) day cure period. (If you are prepared to voluntarily transfer your interest back to the City, please contact the City and make arrangements to do so. A deed will be prepared by the City for the two of you to sign.)
3. If you fail to cure the default within said thirty (30) days, and do not transfer the property back to the City as agreed, the City will exercise its rights under the Limited Power of Attorney you also executed and transfer the property back to the City.
4. You will also be held responsible for any lien, mortgage, or other debt encumbering the property, if any, and will be expected to take necessary steps to clear all of same as liens on the property.

You may challenge the allegations of this Notice to Cure by submitting a written request for a hearing before the City Council to the City Clerk's office within ten (10) days of the date of this Notice. Your request must describe in detail the basis of your challenge, or objections to the Notice to Cure. A hearing will be set as soon thereafter as possible, and your presence will be expected on the date and time set for hearing.

If you have any questions regarding this notice, please contact City of Oelwein Building Official, David Kral at 319-283-5862, or at buildingofficial@cityofuelwein.org

**THIS IS AN IMPORTANT MATTER AND YOUR FAILURE TO TAKE STEPS
REQUIRED OF YOU UNDER THE REVERSION AGREEMENT MAY RESULT
IN THE LOSS OF YOUR PROPERTY
AND/OR DAMAGES AND ATTORNEY FEES.**

Sincerely yours,

Douglas D. Herman

Douglas D. Herman

LYNCH DALLAS LEGAL

¹ In accordance with the terms of the Reversion Agreement, this Notice to Cure may be served by Certified Mail or by Personal Service.



Outlook

(No subject)

From Shawn <otownconstruction1@gmail.com>**Date** Mon 5/11/2026 3:09 PM**To** David Kral <BuildingOfficial@cityofelwein.org>

I Shawn Bentley have been working on 311 west Charles. I do have most of the house sided. I also have the foundation fixed around the house and also the porch reinforced and the steps. I also will be wrapping all fascia wood with metal and windows. I am waiting on the electrical to be approved. The electrician finally got all the new power in but Dave has a couple things he needs to do still. I am just asking for some time to complete this project. I have everything on list almost done. Thank you so much.

March 17
2026



Pictures













July 9

2026



Pictures





























