



Document 2026 1014

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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

AFFIDAVIT OF POSSESSION AND NOTICE OF PERMISSIVE USE
(Filed pursuant to Iowa Code § 558.11)

This instrument is intended to constitute an affidavit within the meaning of Iowa Code § 558.11 giving notice of the Owner's possession and claim of ownership.

Prepared by and Return to:
Jeffrey A. Carpenter
5113 Cherrywood Ln
Winterset, IA 50273
(515) 988-0951

Property Identification

Owner: Jeffrey A. Carpenter and Kimberly A. Carpenter

County: Madison County, Iowa

Assessor Parcel No.: 833008200130000

Property Situs Address: 5113 Cherrywood Ln, Winterset, IA 50273

Legal Description (Owner's Property): LOT 13 (2.23A) PLT 2 CEDAR WOODS, an Official Plat now included in and forming a part of the City of Winterset, Madison County, Iowa (the "Owner's Property").

Record Title: Jeffrey A. Carpenter and Kimberly A. Carpenter are the record title holders of the Owner's Property as evidenced by that certain Warranty Deed recorded in Book 2016, Page 531 of the Madison County Recorder's office. This deed identifies the same owners and real estate described in the Boundary Retracement Survey prepared by Boldman Surveying & Consulting (Project No. 26001).

Adjoining Property:

Current Record Owners: Cody G. Smith and Elizabeth R. Smith

Common Address: 5203 Cherrywood Ln, Winterset, IA 50273

Assessor Parcel No.: 833008200120000 (the "Adjoining Property").

Boundary Survey

That certain Boundary Retracement Survey of Owner's Property prepared by Boldman Surveying & Consulting, Project No. 26001, dated January 13, 2026, by Craig S. Boldman, P.L.S. No. 13427 (the "Survey"), a copy of which is attached hereto as Exhibit A, incorporated herein by reference, and has been or will be recorded in the Madison County Recorder's Office prior to the recording of this Notice.

Statement of Possession

Actual Possession: Jeffrey A. Carpenter and Kimberly A. Carpenter state that they are in complete, actual, open, and exclusive possession of the Owner's Property (Lot 13) as against all other claims and persons whomsoever, except for the specific, limited, and revocable permissive license granted to the owners of the Adjoining Property (Cody G. Smith and Elizabeth R. Smith) as expressly set forth in this Notice.

Background

Owner's Property and the Adjoining Property share a legal common boundary line as shown on the Survey (the "Boundary Line"). According to the Surveyor's Notes, the southeast corner of a landscape area located on or appurtenant to the Adjoining Property extends approximately 0.52 feet onto Owner's Property, and there are several saplings and conifer trees with stems located north of the Boundary Line on or appurtenant to the Adjoining Property.

At various times prior to the date of this Notice, the parties have informally observed an approximate mowing and lawn-care line located south of the Boundary Line on Owner's Property as a matter of convenience only, with the owners of the Adjoining Property generally mowing and maintaining the yard area to the north of that informal line and Owner generally mowing and maintaining the yard area to the south of that informal line.

Owner does not desire or demand removal at this time of the existing minor encroachment of landscaping edging, mulch and/or rock, shrubs, trees, or other similar landscape features associated with the Adjoining Property that may extend slightly south of the Boundary Line as depicted or described in the Survey and existing as of the date of the Survey. However, Owner wishes to make clear that Owner has not acquiesced and does not acquiesce in any boundary other than the Boundary Line, and that any existing or future use by the owners of the Adjoining Property south of the Boundary Line is, and shall be, only by Owner's revocable permission and not adverse or under a claim of right.

Notice of Permissive Use

Owner hereby gives public notice and expressly states as follows:

Owner recognizes and accepts only the Boundary Line as the true and correct common boundary between Owner's Property and the Adjoining Property, as described in Owner's deed and as shown on the Survey.

Owner does not recognize, agree to, or acquiesce in any other line, including any mowing line, landscaping edge, other lawn maintenance line, or apparent line of occupation, as a boundary between the properties. Any informal mowing, fertilizing, or maintenance pattern that differs from the Boundary Line has been and is undertaken solely for convenience and neighborly accommodation and not as evidence of any agreement or acquiescence regarding a different boundary.

Owner expressly rejects and does not consent to the establishment of any boundary by acquiescence, agreed boundary, implied boundary, or similar doctrine along any line other than the Boundary Line. Owner further expressly rejects and does not consent to any claim of title, boundary shift, easement, or other property interest in Owner's Property in favor of the Adjoining Property or its owners or successors based on adverse possession, practical location, prescription, long use, or similar doctrines.

Any use, occupation, mowing, landscaping, or maintenance by the owners of the Adjoining Property south of the Boundary Line has not been and is not hostile, exclusive, or under any claim of right as against Owner, and shall not be deemed or construed to satisfy any element of adverse possession, boundary by acquiescence, or any similar claim under Iowa law.

Permissive Use; Conditions

Subject to the terms of this Notice, Owner grants to the current owners of the Adjoining Property a limited, personal, and revocable permission (a license only, and not an easement) to allow the existing landscaping features associated with the Adjoining Property which may currently extend slightly south of the Boundary Line on Owner's Property as of January 13, 2026, the date of the Survey, to remain in place for the time being. This permission is limited and conditioned as follows:

The permission applies only to those specific, existing landscape features including (without limitation) landscaping features such as edging, mulch, rock, plantings, trees, structures, and other similar improvements that, as of January 13, 2026, are located immediately adjacent to the

Boundary Line and those that are within the area designated as the “landscape area” noted on the Survey.

The permission does not authorize, and Owner does not consent to, any expansion, relocation, or extension of any landscaping, edging, mulch, rock, plantings, trees, structures, or other improvements any further south of the Boundary Line than they existed as of January 13, 2026, and does not authorize any new landscaping or other improvements to be installed south of the Boundary Line on Owner’s Property.

Any landscaping or vegetation near the Boundary Line is maintained solely for aesthetic and neighborly purposes, without any intent by either party to claim ownership of land not legally titled to them, and without consent to any adverse possession or boundary claim. Nothing in this Notice shall be construed to authorize the removal, trimming, or alteration of any trees or vegetation located on the Adjoining Property without the express written consent of the Adjoining Property owners. Owner does not waive—and expressly reserves—all rights to assert a claim for damage to trees, plantings, or vegetation located on the Owner’s Property.

No Easement; Reservation of Rights

Nothing in this Notice—and no act, omission, inaction, tolerance, or accommodation by Owner, whether past, present, or future—shall be deemed or construed to:

(i) grant, create, or acknowledge any easement, servitude, right-of-way, or license (other than the expressly limited and revocable permission described above), whether express, implied, appurtenant, in gross, or otherwise;

(ii) create any property interest in or over Owner’s Property in favor of the Adjoining Property or its current or future owners, occupants, tenants, successors, or assigns;

(iii) authorize, ratify, or imply any permanent use, improvement, or maintenance activity south of the Boundary Line, or waive, limit, or impair any of Owner’s legal or equitable rights or remedies relating to past, present, or future encroachment, use, or occupation of Owner’s Property; or

(iv) constitute evidence of or support for any claim of boundary by acquiescence, adverse possession, estoppel, implied dedication, implied agreement, practical location, or any similar doctrine under Iowa law.

The limited permission granted herein is a personal, revocable license that shall remain in effect for the benefit of the current and future owners of the Adjoining Property, but shall not create

any easement, property interest, or right that runs with the land. The license is granted solely as a neighborly accommodation, and may be revoked at any time by Owner, with or without cause, upon written notice. Nothing in this Notice shall be construed to grant any permanent right of use, or to limit Owner's ability to withdraw permission, demand removal, or enforce boundary rights under Iowa law.

This permission is granted solely as a courtesy and neighborly accommodation. Nothing in this Affidavit shall be construed to create any continuing obligation upon the Owner to allow such use, and the Owner may revoke this permission at any time, with or without cause, upon written notice. The continued presence of any landscaping or other encroaching improvements shall not be construed as consent or as a waiver of the Owner's boundary rights.

Owner expressly reserves all legal and equitable rights and remedies under Iowa law, including without limitation the right at any time to: withdraw this permission; demand removal of any landscaping or other improvements encroaching on Owner's Property; require that all mowing, landscaping, or maintenance cease beyond the Boundary Line; and pursue damages, injunctive relief, or any other appropriate remedy.

The recording of this Notice is intended to provide public record notice, including to all successors, assigns, lenders, and other interested parties of the Adjoining Property, that any use, occupation, or encroachment south of the Boundary Line has been, and shall remain, solely permissive, revocable, non-transferable, and non-adverse. Owner does not acquiesce in, nor recognize, any boundary other than the Boundary Line as described in Owner's deed and shown on the Survey.

Limitation on Effect: Recording of this Affidavit and Notice shall not be construed as conveying, transferring, creating, or modifying any right, title, or interest in or to real estate. This instrument is intended solely to provide notice of the Owner's possession, boundary position, and permissive use terms as set forth herein.

This Notice is further recorded pursuant to Iowa Code § 558.11 as a formal objection by Owner to any adverse claim, easement, or occupation south of the established boundary.

Service

Owner intends to provide a courtesy copy of this Notice, once fully executed and acknowledged, to the current record owners of the Adjoining Property, Cody G. Smith and Elizabeth R. Smith, by certified mail, return receipt requested, addressed to their last known address at 5203 Cherrywood Ln, Winterset, IA 50273, or to such other address as they may subsequently provide in writing.

To preserve evidence of delivery and notice, Owner may retain copies of the certified mailing receipt, the signed return receipt (if received), and any USPS tracking or delivery confirmation documents.

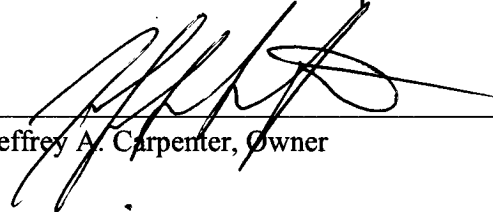
Service of this Notice is intended solely as a courtesy and does not affect the validity or effectiveness of the recording of this instrument under Iowa Code § 558.11, which shall serve as constructive notice to all parties, including successors, assigns, mortgagees, and occupants of the Adjoining Property.

Effective Date of Statements: All statements and representations contained in this Affidavit and Notice are made as of the date of its execution and are based upon the Owner's knowledge and conditions existing at that time. This Affidavit does not constitute a continuing representation or warranty and shall not be construed as a certification of future facts or conditions.


Affidavit and Declaration

We, Jeffrey A. Carpenter and Kimberly A. Carpenter, under penalty of perjury, do hereby swear and affirm that the statements made in this Affidavit are true and correct to the best of our knowledge and belief.

Executed this 10th day of April, 2026



Jeffrey A. Carpenter, Owner



Kimberly A. Carpenter, Owner

Acknowledgment

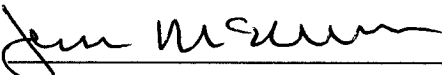
State of Iowa)

) ss:

County of Madison)

On this 10th day of April, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffrey A. Carpenter and Kimberly A. Carpenter, to me personally known (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed for the purposes therein expressed.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Notary Public in and for the State of Iowa

My commission expires: 9/29/28



Exhibit A

The following document is attached hereto and incorporated herein by reference as part of this Affidavit for all purposes:

Boundary Retracement Survey of Lot 13, Cedar Woods Plat 2, City of Winterset, Madison County, Iowa, prepared by Boldman Surveying & Consulting, Project No. 26001, dated January 13, 2026, and certified by Craig S. Boldman, P.L.S. No. 13427.

This survey reflects the legal boundaries of the Owner's Property as described in the deed recorded in Book 2016, Page 531 of the Madison County Recorder's Office, and is the authoritative reference for the Boundary Line described in this Notice.

