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Document 2026 1449

Book 2026 Page 1449 Type 06 001 Pages 1
Date 5/22/2026 Time 10:17:15AM
Rec Amt $7.00

BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Jackie Tilley, Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515 962 1200
RETURN TO: Terry Krapfl, Box 215, Indianola, IA 50125, 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:
Kyle Guldenpfennig and Kendra Guldenpfennig, a married couple,
hereinafter referred to as GRANTORS, in consideration of One Dollar and Other Valuable consideration, hereby grant and convey unto Warren Water District, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement with the right, at any time, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove one or more water pipelines and appurtenances thereto, over, across and through the land of the GRANTORS situated in Madison County, Iowa, being more specifically described as follows:

Lot 9 of Cedar Woods Plat Two (2), an Addition to the City of Winterset, Madison County, Iowa.

5204 Cherrywood Lane

together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this Easement.

The easement granted herein shall be 32 feet in width (except for during construction and removal of the water pipelines, the Easement shall be expanded to 50 feet in width), the centerline of which shall be measured from the center point of the first water pipeline and the necessary appurtenances thereto constructed by GRANTEE. In addition, if the easement area, as described herein, does not abut the nearest public road right-of-way, the easement area shall be expanded to extend to the nearest public road right-of-way line.

The Grantor and Grantee agree that no structures, buildings, fences, barricades or any other temporary or permanent obstruction of any kind shall be constructed or placed on any portion of the easement area. Furthermore, the Grantee agrees not to remove any dirt or in any way disrupt the grade over and above the easement area.

It is agreed that crop damage will be paid by the GRANTEE; however, in no case shall GRANTEE be required to pay more than a single, total crop loss in any one crop year. Crop damage will equal the price for the destroyed or damaged crop x yield per acre x acreage damaged or destroyed.

GRANTEE, its successors and assigns, hereby promise to maintain such water pipelines and any necessary appurtenances in good repair so that damage, if any, to the real estate of GRANTORS, will be kept to a minimum.

The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 31 day of March, 2026.

Kyle Guldenpfennig

Kendra Guldenpfennig

STATE OF IOWA :
: ss
COUNTY OF Dallas :

This instrument was acknowledged before me on March 31, 2026 by Kyle and Kendra Guldenpfennig.

LESLIE HERMAN
NOTARY PUBLIC
COMMISSION # 763645
EXPIRES: JUNE 25, 2028

NOTARY PUBLIC