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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Sarah Hansen, 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:

Happe Homes LLP, a limited liability partnership,

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 Thirteen (13) of Scenic Ridge Subdivision, located in the Northeast Quarter (¼) of Section Twelve (12), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County.

2150 114th Ct.

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.

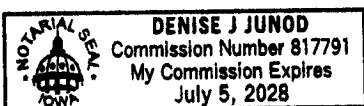
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 19th day of JUNE, 2026.


Joshua Happe, COO

STATE OF IOWA :

COUNTY OF Polk : ss

On this 19 day of June, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joshua Happe to me personally known, who being by me duly sworn, did say that he is the Chief Operating Officer of Happe Homes LLP, an Iowa limited liability partnership, executing the foregoing instrument, that the instrument was signed on behalf of the limited liability partnership by authority of the limited liability partnership; and said Chief Operating Officer acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability partnership, by it and by him voluntarily executed.


NOTARY PUBLIC

**AMENDED & RESTATED
STATEMENT OF PARTNERSHIP AUTHORITY
FOR
HAPPE HOMES, LLP**

**TO THE SECRETARY OF STATE
OF THE STATE OF IOWA:**

The undersigned submits this Amended Statement of Partnership Authority pursuant to Iowa Code Section 486A.303(7).

1. **Name.** The Name of the Partnership is Happe Homes, LLP (the “Partnership”).

2. **Street Address of Chief Executive Office.** The street address of the Partnership’s chief executive office in Iowa is 2575 N. Ankeny Blvd. Suite 211, Ankeny, IA 50021. The name of the Company’s registered agent at such address is Jake Happe.

3. **Mailing Addresses of the Partners.** The names and mailing addresses of the Partners are as follows:

Happe Construction, LLC, 2575 N. Ankeny Blvd. Suite 211, Ankeny, IA 50021

Brenna Happe, 2575 N. Ankeny Blvd. Suite 211, Ankeny, IA 50021

3. **Statements Concerning Real Property.** The following individuals or positions have the specified power, acting alone or jointly, to bind the Partnership in connection with the acquisition, transfer, or encumbrance of interests in real property owned or to be owned by the Partnership:

<u>Person/Position</u>	<u>Has the power, acting alone or jointly, to bind the Partnership in transferring or encumbering any interest in:</u>
Happe Construction, LLC (Sole Managing Partner)	Any real property owned by the Partnership.
Joshua Happe Chief Operating Officer	Any real property owned by the Partnership, including, without limitation execution of promissory notes, loan agreements, and/or mortgage instruments related to acquisition or refinancing of Partnership real estate.
Bill Junod	Execution of purchase agreements, listing agreements, brokerage agreements, and related amendments and addenda thereto, and closing documents for the disposition or acquisition of real estate including, but not limited to conveyance, financing, and settlement instruments.
Kelsey Carlstedt	Execution of purchase agreements, listing agreements, brokerage agreements, and related amendments and addenda thereto, and closing documents for the

disposition or acquisition of real estate including, but not limited to conveyance, financing, and settlement instruments.

Tim McDonald

Execution of purchase agreements, listing agreements, brokerage agreements, and related amendments and addenda thereto, and closing documents for the disposition or acquisition of real estate including, but not limited to conveyance, financing, and settlement instruments.

No other person has the power to bind the Partnership in acquiring, transferring, or encumbering any interest in any real property owned or to be owned by the Partnership.

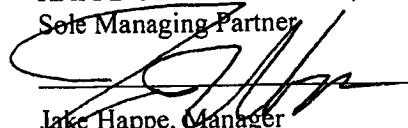
4. **Statements Concerning Matters Other Than Real Property.** The following individuals or positions have the specified power, acting alone or jointly, to bind the Partnership with regard to the specified transactions or categories of transactions, not including the power to transfer or encumber any interest in real property owned by the Company (for statements concerning real property see Section 1 above):

<u>Person/Position</u>	<u>Has the power, acting alone or jointly, to bind the Partnership in:</u>
Happe Construction, LLC (Sole Managing Partner)	Any transaction in the name of the Partnership
Joshua Happe Chief Operating Officer	Any transaction in the name of the Partnership

Except as stated above, no Partner and no other person has the power to bind the Partnership with regard to any transaction in the name of the Partnership unless authorized pursuant to the Partnership Agreement.

This Amended Statement of Partnership Authority is being signed effective as of June 13, 2023, and upon its filing shall amend and supersede all previous Statements of Authority on file in the Office of the Iowa Secretary of State or the Office of any County Recorder.

By: HAPPE CONSTRUCTION, LLC,
Sole Managing Partner


Jake Happe, Manager

By: BRENNA HAPPE, Partner

