

BK: 2026 PG: 513
Recorded: 2/26/2026 at 9:42:03.0 AM
Pages 4
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Prepared By and Return to: Jeffrey G. Baxter, Dickinson, Bradshaw, Fowler, and Hagen, P.C., 801 Grand Ave. Ste. 3700, Des Moines, IA 50309, 515-246-4506

STORM WATER DETENTION EASEMENT

That **KADING PROPERTIES, L.L.C.** (hereinafter called "Grantor"), in consideration of the sum of One Dollar (\$1.00) to be paid and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant and convey unto **CHERRY CREEK ESTATES, LLC**, an Iowa limited liability company (hereinafter called "**Cherry Creek**"), a perpetual **Storm Water Detention Easement for storm water detention purposes**, as from time to time determined by Cherry Creek, and subject to approvals necessary by the City of Winterset, Iowa ("**City**"), if any, over, under, on, through and across the property described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter called "**Easement Area**"), for the purposes of installing and utilizing any **Storm Water Detention facilities**, together with necessary appurtenances thereto, as well as constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the **Storm Water Detention facilities** and any appurtenances thereto, under, over, on, through and across said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES AND VEGETATION PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas and shall not plant nor permit to grow any trees or other vegetative growth within the Easement Area which might reasonably be expected to obstruct or impair the **Storm Water Detention facilities** without obtaining the prior written approval of Cherry Park and the City Administrator or his designee, if applicable.
2. **MAINTENANCE OF EASEMENT.** Cherry Creek shall be responsible for the maintenance, repair, upkeep and shall preserve the Easement Area in good repair and condition at all times, subject to the obligation of Grantor, to reimburse Cherry Creek for one half (1/2) of the cost of such maintenance, repair, upkeep and preservation ("**Maintenance Costs**"). For purposes of this obligation, the parties acknowledge that Cherry Creek shall mow the Easement Area at least one per quarter, weather permitting. Grantor shall reimburse Cherry Creek for such Maintenance Costs within thirty (30) days of receipt of an Invoice describing the costs incurred, and providing such reasonable documentation necessary to verify such Maintenance Costs. If Grantor fails to reimburse Cherry Creek its portion of the Maintenance Costs in the time period, and Cherry Creek brings an action to enforce the payment obligation hereunder, the Cherry Creek shall be entitled to reimbursement of its

costs of collection, including its reasonable attorneys' fees, and interest at ten percent per annum from the date the Maintenance Costs were due hereunder.

3. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of Cherry Creek, and the City Administrator or his designee, if applicable. In the event that Cherry Creek and the City Administrator approve of the change of grade, elevation or contour, or any other changes to the detention basin within the Easement Area, all costs related to such construction, enlargement, restructuring or resizing of the detention basin shall be borne solely by the Grantor. In such case, Grantor's portion of the Maintenance Costs shall increase by the prorate increase in the size of the detention area.
4. **RIGHT OF ACCESS.** Cherry Creek and the City shall have the right of access to the Easement Areas from property adjacent to the Easement Areas 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 Areas and the right to improve, repair, and maintain the Easement Areas in whatever manner necessary consistent with its purpose.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns and responsible for the obligations hereunder.
6. **PROPERTY TO BE RESTORED.** Upon completion of any construction, reconstruction, repair, enlargement or maintenance of any improvements in any Easement Area, the Grantor shall restore the easement area in good and workmanlike manner to a condition comparable to its condition before construction, reconstruction or alteration.

Grantor does **HEREBY COVENANT** with Cherry Creek 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 covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

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.

Signed this 24th day of February, 2026.

GRANTOR:

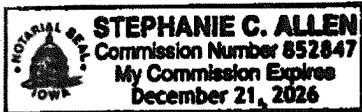
KADING PROPERTIES, L.L.C.

By: _____

Karie Kading Ramsey, Manager

STATE OF IOWA)
)ss
COUNTY OF POLK)

This record was acknowledged before me on the 24th day of February, 2026, by Karie Kading Ramsey, to me personally known, who being by me duly sworn, did say that she is the Manager of the Limited Liability Company executing the within and foregoing instrument; that no seal has been procured by said Limited Liability Company; that said instrument was signed on behalf of the Limited Liability Company by authority of the Limited Liability Company; and that Karie Kading Ramsey as Manager, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Limited Liability Company, by it and by her voluntarily executed.



Stephanie C. Allen
NOTARY PUBLIC – STATE OF IOWA

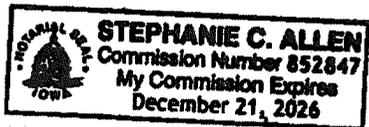
CHERRY CREEK:

CHERRY CREEK ESTATES, LLC

By: Karie Ramsey
Karie Kading Ramsey, Manager

STATE OF IOWA)
)ss
COUNTY OF POLK)

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Stephanie C. Allen
NOTARY PUBLIC – STATE OF IOWA

EXHIBIT A

Easement Area

LEGAL DESCRIPTION (STORM WATER DETENTION – CHERRY CREEK ESTATES, LLC)

A Storm Water Detention Easement located in Lot 1, REPLAT LOT 5 of Block 1, BIRCHWOOD ESTATES PLAT NO. 1, Winterset, Madison County, Iowa more particularly described as follows:

Beginning at the Northwest Corner of the South 137.00 feet of said Lot 1; Thence S89°45'02"E along the North line of the said South 137.00 feet, a distance of 228.14 feet; Thence N00°14'58"E, a distance of 64.43 feet; Thence N89°45'02"W, a distance of 232.92 feet to the West line of said Lot 1; Thence S03°59'54"E along the West line of said Lot , a distance of 64.61 feet to the Point of Beginning containing 0.341 acres more or less.