

BK: 2026 PG: 514
Recorded: 2/26/2026 at 9:42:20.0 AM
Pages 3
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Prepared By and Return to: Jeffrey G. Baxter, Dickinson Bradshaw, 801 Grand Avenue, Ste. 3700, Des Moines, IA 50309 (515) 246-4506

SANITARY SEWER EASEMENT

For, and in consideration of One and No/100 Dollars (\$1.00), receipt of which is hereby acknowledged, that KADING PROPERTIES, L.L.C., an Iowa limited liability company (hereinafter referred to as the "Grantor") owners of a parcel of property which contains the following described property situated in Madison County, Iowa, to wit:

See Exhibit "A"

hereby grants and conveys to CHERRY CREEK ESTATES, LLC, an Iowa limited liability company ("Grantee"), for the use and benefit of the Grantee, a Permanent Easement under, over, through, and across the property described in Exhibit "A" (hereinafter, referred to as the "Easement Area") for the purpose of constructing, reconstructing, repairing, enlarging, maintaining, accessing, and operating sanitary sewer improvements, together with appurtenances thereto, both above and below ground, under, over, through and across said Easement Area.

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

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Areas without obtaining the prior written approval of the Grantee.
2. **MAINTENANCE OF EASEMENT.** The owner or occupant of the Lot or Parcel shall keep and preserve that portion of the easement within his property in good repair and condition at all times 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 **Sanitary Sewer Improvements**.
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 the Grantee.

4. **RIGHT OF ACCESS.** Grantee 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.
6. **PROPERTY TO BE RESTORED.** Upon completion of any construction, reconstruction, repair, enlargement, or maintenance of any improvements by Grantee in any Easement Area, Grantee shall restore the Easement Area in good and workmanlike manner to a condition comparable to its condition before construction, reconstruction, or alteration, but shall be limited to reseeded.

Grantor does **HEREBY COVENANT** with Grantee 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 lawful claims of all persons whomsoever.

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., an
Iowa limited liability company

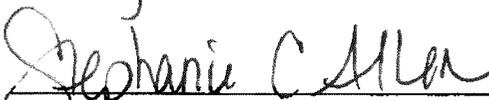

By: Karie Ramsey, Manager

STATE OF IOWA

SS:

COUNTY OF POLK

This instrument was acknowledged before me on February 24, 2026, by Karie Ramsey, Manager of KADING PROPERTIES, L.L.C.


Signature of Notary Public

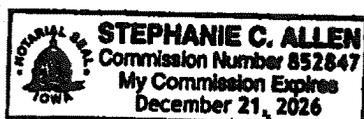


EXHIBIT "A"

Easement Area Legal Description

A SANITARY SEWER 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 Northeast Corner of the South 137.00 feet of said Lot 1; Thence N89°45'02"W along the North line of the said South 137.00 feet, a distance of 15.19 feet; Thence N09°16'42"E, a distance of 15.19 feet; Thence S89°45'02"E, a distance of 15.19 feet to the East line of said Lot 1; Thence S09°16'42"W along the East line of said Lot 1, a distance of 15.19 feet to the Point of Beginning containing 228 square feet more or less.