

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

Preparer

Information: David D. Nelson, 213 N. Ankeny Blvd., Suite 100, Ankeny, IA 50021 515-964-3633

Name Street Address City, State, Zip Area Code-Phone

When Recorded Return to:

Scott VanWyk 1032 NE Hyacinth Lane Ankeny, IA 50021

✓MCA

COMPUTER	✓
RECORDED	✓
COMPARED	✓

EASEMENT

Brian P. Mulvihill and Carrie J. Mulvihill, hereinafter called "Grantors", in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, do hereby grant to **Daniel F. Mulvihill and Mary E. Mulvihill**, Trustees of the Revocable Declaration of Trust, dated July 28, 1982, hereinafter called "Grantees", and to their successors or assigns, owners of the following described real estate:

Lot 2 of Donegal Highlands a Subdivision of the South Half (S½) of the Northeast Quarter (NE¼) of Section Thirty-two (32), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,



The perpetual right and easement over and across the following described real estate:

Commencing at the center of Section Thirty-two (32), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, running thence East along the South line of Lot One (1) of Donegal Highlands Addition to the Southeast Corner of Lot One (1), thence North along the East line of Lot One (1) 400 feet, thence West to the West line of Lot One (1), thence South along the West line of Lot One (1) to the Point of Beginning,

Together with the right of ingress and egress over and across said easement area for the purpose of enjoying, operating, constructing, repairing and maintaining a driveway upon and across said easement area for vehicular and pedestrian purposes.

The owners, their successors and assigns of said Lot One (1) and the owners, their successors and assigns of Lot Two (2) shall be equally responsible for the repair, upkeep and maintenance of said easement area including snow removal. If the owner of one of said lots builds a house on said lot prior to the other owner building a house on their respective lot, the owner building the house shall be responsible for the entire cost of repair, maintenance and upkeep until the other owner also builds a house on his or her lot.

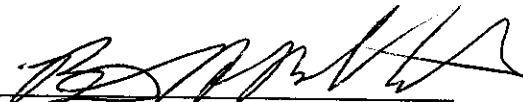
The Grantors warrant and covenant to the Grantees that they are the owners of the real estate upon which said easement area is situated, that said real estate is free and clear of liens and

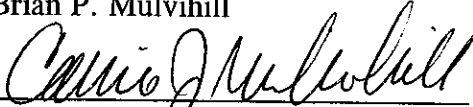
encumbrances; and that they have full right and authority to validly grant this easement, and the Grantees may quietly enjoy their estate in the premises.

Grantors covenant that no act will be permitted within the easement area which is inconsistent with the rights hereby granted; and no buildings or structures will be erected upon said easement area, and that the present grade or ground level thereof will not be changed by excavation or filling unless mutually agreed upon. This easement shall run with the land and bind and inure to the benefit of the heirs, successors, and assigns of the parties.

ENFORCEMENT. The easement agreed upon in the agreement shall be enforceable by the owner of each property by injunctive action or by any other remedy available at law or in equity; with the prevailing party to be entitled to receive the costs of such action, including reasonable attorneys' fees, from the party violating the terms of this easement.

Dated this 19 day of November, 2004.

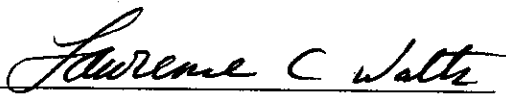


Brian P. Mulvihill


Carrie J. Mulvihill

STATE OF IOWA :
:SS
COUNTY OF MADISON:

On this 19 day of November, 2004, before me, the undersigned a Notary Public in and for said State, personally appeared Brian P. Mulvihill and Carrie J. Mulvihill, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Notary Public in and for the State of Iowa

Lawrence C. Watts
Notarial Public
Commission # 2488
My Commission Expires 3/29/06