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 AUD \$ 1⁰⁰
 R.M.F. \$ 1⁰⁰

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This Document Prepared By: Security Abstract & Title Co., Inc., 114 N. 1st Ave., Winterset, Iowa 50273 Telephone: 515-462-1691
 MICKI UTSLER
 RECORDER
 MADISON COUNTY, IOWA

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Daniel F. Mulvihill and Mary E. Mulvihill, Trustees.

hereinafter referred to as GRANTORS, in consideration of One Dollar and Other Valuable Consideration, hereby grant and convey unto Warren Water, Inc., hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove waterlines and appurtenances thereto, over, across and through the land of the GRANTORS situated in Madison County, Iowa, being more specifically described as follows:

S1/2 SW1/4 of Sec. 26; S1/2 NE1/4 Sec. 32; S1/2 SW1/4 and SW1/4 SE1/4 Sec. 34 And a tract of land described as follows: Commencing at the Southeast Corner of the NW1/4 of Section 35, thence North 11 3/4 rods, thence West 11 3/4 rods, thence South 11 3/4 rods, thence East to the place of beginning, and NW1/4 (EXCEPT commencing at the southeast corner of the NW1/4 of Section 35, thence north 11 3/4 rods, thence west 11 3/4 rods, thence south 11 3/4 rods, thence East to the place of beginning) in Sec. 35 All in 77N, 26W 5th PM AND SW1/4 Sec. 27 (EXCEPT commencing at the Northeast corner of the Southwest 1/4 of Section 27, thence North 90°00'00" West 1375 feet; along the North line of said SW1/4, thence South 03°58'33" West 452.94 feet, thence South 86°53'23" East to the line of said SW1/4 of Section 27; thence North along the East line to the Northeast corner of the SW1/4 of Section 27, the true point of beginning) Sec. 27-77-26 W 5th PM AND SE1/4 Sec. 32; S1/2 Sec. 33 All in 77N, 26W 5th PM 3108 Cumming Rd., 3048 155th St. and locally known as: 3112 Cumming Rd., 3082 155th St. 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 shall be 32 feet in width, the centerline of which shall be the water pipeline and the necessary appurtenances thereto.

It is agreed that, during the period of initial construction, no crop damage will be paid by the GRANTEE. The GRANTEE, its successors and assigns, hereby promise to maintain such water pipeline and any necessary appurtenances in good repair so that damage to adjacent real estate of GRANTORS, if any damage there be, 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 16th day of October, 2000.

Daniel F. Mulvihill by:
Richard Davitt
 Daniel F. Mulvihill

Mary E. Mulvihill by:
Richard Davitt
 Mary E. Mulvihill

STATE OF IOWA, WARREN COUNTY, IOWA, SS:

On this 16th day of October 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard Davitt as attorney in fact, and acknowledged the execution of the instrument to be the voluntary act and deed by him voluntarily executed.



Peggy Cribbs
 Notary Public