DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO RECORDER
21.00

ENV.

Prepared By: Brian J. Kane, 2100 Asbury Road, Suite 2, Dubuque, IA 52001 (563) 582-7980

AGREEMENT REGARDING USE OF LAND

This Agreement Regarding Use of Land ("Agreement") is made and entered into this 31st day of May, 2002, by and between JUNIOR R. SCHNEIDER and BEVERLY L. SCHNEIDER, husband and wife ("Parents") and BRUCE I. SCHNEIDER and MARGIE SCHNEIDER, husband and wife ("Bruce").

RECITALS

A. Parents are the owners of that certain real estate in Delaware County, Iowa, legally described as:

> That part of the Northwest Quarter (NW¼) of the Southeast quarter (SE¼) of Section Twenty Three (23), Township Eighty Eight (88) North Range Five (5), West of the 5th P.M., described as commencing at the South east corner of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE¼) of said Section 23, thence North on the East line of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section 23 to a point 1215.5 feet South of the Northeast corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section 23, thence North 43° 57' West a distance of 381.7 feet, thence North 65° 16' West a distance of 289.8 feet thence North 66° 11' West a distance of 883.1 feet, more or less, to intersect the West line of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section 23 thence, South on the West line of said Northwest Quarter (NW 1/4) of the Southeast Quarter (SE¼) of said Section 23 a distance of one-hundred fifty (150.0) feet, thence Southeasterly in a straight line to a point on the South line of said Northwest Quarter (NW1/4) of the Southeast Quarter (SE¼) of said Section 23 which is one hundred fifty (150.0) feet West of the Southeast corner of said Northwest Quarter (NW ¼) of the Southeast Quarter (SE¼) of said Section 23, thence East one hundred fifty (150.0) feet to the point of beginning,

upon which there are certain cottages along the Maquoketa River, including a cottage owned by Parents (which they intend to transfer to their daughter, Susan J. Tinker), and cottages owned separately by Bruce I. Schneider and Nancy J. Schneider, all as depicted on Exhibit "A" attached hereto and by this reference made a part hereof;

B. The parties desire to agree to restrict development or improvement by and between the road and the river and Bruce's cottage and Nancy's cottage, all as depicted on Exhibit "A", for a period of twenty one (21) years from and after the date of recording hereof, subject to renewal by any party hereto; and,

C. The parties desire to reduce their agreement to writing.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree upon the following mutual terms and conditions:

1. Covenant. None of the parties hereto, or their successors in interest, heirs, personal representatives or permitted assigns, shall in any way improve or build in the area depicted on Exhibit "A" and shown as the "Non-Improvement Area" during the term hereof or any renewal of this Agreement; provided, however, if all of the parties agree hereto in writing, then such an improvement may be constructed or made in the Non-Improvement Area. Permission for such an improvement, if granted in writing, shall not relieve the Non-Improvement Area of this restriction, which shall thereafter survive.

2. No Rent. None of the parties hereto, or their successors in interest (only if descendants of Parents) shall be required to pay any rent or other charge for the use of the real estate underlying any of the three (3) cottages referred to herein. Bruce, for himself and his successors in interest, agrees not to impose rent or any other charge for the use of the real estate underlying any of the three cottages referred to herein specifically including parent's cottage (which they intend to transfer to Susan J. Tinker) and the cottage of Nancy J. Schneider.

3. Miscellaneous. This Agreement shall be binding upon the parties hereto and their respective successors in interest, heirs, personal representatives and permitted assigns. This Agreement may not be assigned by any of the parties hereto without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld. This Agreement constitutes the entire Agreement by and between the parties with respect to the subject matter hereof and shall not be amended except by an instrument in writing signed by all of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be deemed to be running with the land.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date and year first above written.

JUNIOR R. SCHNEIDER

BEVERLY L. SCHNEIDER

BRUCE I. SCHNEIDER

MARGIE SCHNEIDER

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 31st day of May, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Junior R. Schneider and Beverly L. Schneider, husband and wife, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
BRIAN J. KANE
COMMISSION NO. 125603
MY COMMISSION EXPIRES
JANUARY 12, 2004

Notary Public in and for the
State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

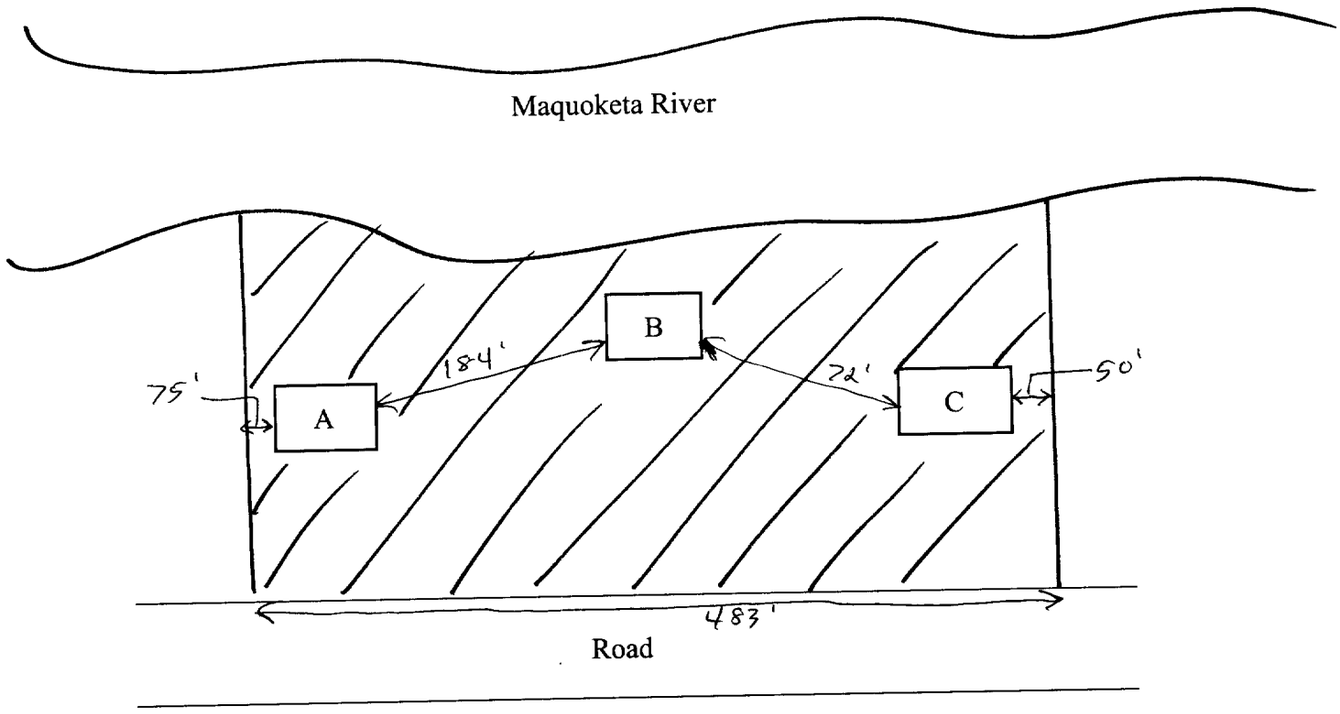
On this 3rd day of June, 2002, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bruce I. Schneider and Margie Schneider, husband and wife, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
Luann McQuillen
COMMISSION NUMBER 144089
My Commission Expires
1-30-2002

Notary Public in and for the
State of Iowa

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EXHIBIT "A"



A = Nancy's cabin

B = Parent's cabin

C = Bruce's cabin

= Non-Improvement area

(Not to scale)

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