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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

AGREEMENT

Recorder's Cover Sheet

Preparer Information:
Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920

Taxpayer Information:
John T. Mack
24899 208th Ave.
Delhi, Iowa 52223

Return Address
John T. Mack
24899 208th Ave.
Delhi, Iowa 52223

Grantors:
Bill D. Heims and Jo Lynn M. Heims

Grantees:
John T. Mack and Catherine M. Mack

Legal Description: Lot Ten (10) of the plat and survey of Petlon's River Subdivision and part of the SE 1/4 of the SE 1/4 of Section Fourteen (14), Township Eighty-Eight (88) North, Range Five (5), West of the 5th P.M. in Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 43 of the records of the Delaware County Recorder; except Parcel A located in the Northwest corner thereof.

Preparer
Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name Street Address City Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE
FOR RECORDER

AGREEMENT

This Agreement entered into this 23 day of March, 2006, by and between John T. Mack and Catherine M. Mack, husband and wife (hereinafter "Mack") and Bill D. Heims and Jo Lynn M. Heims, husband and wife (hereinafter "Heims").

WHEREAS, Mack has purchased from Heims the following described real estate located in Delaware County, Iowa and legally described as follows:

> Lot Ten (10) of the plat and survey of Petlon's River Subdivision a part of the SE 1/4 of the SE 1/4 of Section Fourteen (14), Township Eighty-Eight (88) North, Range Five (5), West of the 5th P.M. in Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 43 of the records of the Delaware County Recorder; except Parcel A located in the Northwest corner thereof, (hereinafter referred to as the "Mack property")

AND WHEREAS, Heims is the owner of the following described real estate located adjacent to the above described Lot Ten (10) and is legally described as follows:

> That part of the SW ¼ of the SW ¼ of Section 13, Township Eighty-eight (88) North, Range Five (5), West of the 5th P.M. in Delaware County, Iowa located West of Delaware County road D5X, (hereinafter referred to as the "Heims property")

AND WHEREAS, as part of the conditions of the sale of the above described Lot Ten by Heims to Mack, Heims has agreed to grant an Easement over and across a portion of the Heims property; and as a further condition of the sale of Lot Ten to Mack, Heims has agreed to grant of Right of First Refusal to the above described Heims property, and as a further additional condition of the sale of Lot Ten to Mack, Heims has agreed to the provision contained herein regarding fencing.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be gained by the parties they agree as follows:

1. Heims, for and on behalf of themselves, their heirs, successors and assigns, from and after the date of this Agreement hereby grant onto Mack, as current owner of Lots Seven (7) and Ten (10) of Petlon's First Subdivision described above, and their heirs, successors and assigns, to the said Lots Seven (7) and Ten (10), an Easement over and across the above described Heims property 20 feet in width to provide access from County Road D5X over and across the above described Heims property to the Easterly boundary of the above described Lot Ten (10) at a location to be to mutually determined by the

parties. The Easement is for vehicular traffic and/or walking traffic and Heims, for and on behalf themselves, their heirs, successors and assigns agree not block said Easement or to place any permanent structures on said Easement area. In addition, the parties agree that Mack, their heirs, successors and assigns, retain the right to survey and record a survey of the Easement area at any time in the future. The cost of building the roadway and maintaining the roadway shall be paid by Mack, their heirs, successors and assigns. Heims, for and on behalf of themselves, their heirs, successors and assigns, also grant onto Mack, as the owner of Lot Ten (10) and to their heirs, successors and assigns, an easement over and across the existing roadway to provide access to the said Lot Ten (10) which runs from the Northeasterly corner of Lot Ten (10) to the current roadway known as County road D5X.

2. Heims, for and on behalf themselves, their heirs, successors and assigns, further agree that they shall not enter into any binding agreement to sell the Heims property without first offering the premises for sale to Mack or the then owner of the Mack property at the same price and under the same terms and conditions as any offer received by Heims. Mack, or the then owner of the Mack property, shall then have 15 days to exercise their option to purchase the premises and shall do so in writing and upon the exercise of said written offer to purchase shall complete the Closing within 60 days of receipt of the initial notice from Heims.

3. Mack, for and on behalf themselves, their heirs, successors and assigns, further agree that they shall not enter into any binding agreement to sell the Mack property without first offering the premises for sale to Heims or the then owner of the Heims property at the same price and under the same terms and conditions as any offer received by Mack. Heims, or the then owner of the Heims property, shall then have 15 days to exercise their option to purchase the premises and shall do so in writing and upon the exercise of said written offer to purchase shall complete the Closing within 60 days of receipt of the initial notice from Mack.

4. The parties further agree that at any time in the future that Mack or Heims, or their heirs, successors and assigns, wish to construct a fence along the East boundary line of the above described Lot Ten (10) to keep out livestock, that the cost of said fencing shall be paid one-half (1/2) by the then owner of Lot Ten (10) and one-half (1/2) by the then owner of the Heims property.

5. Heims retains the right to pasture cattle on the Mack property for a period of 5 years from and after the date of possession.

6. The provisions of this Agreement shall run with the land and shall be binding on the parties hereto, their heirs, successors and assigns, provided however, that the provisions of this Agreement may be altered or amended by written agreement between the parties.

Dated this 23 day of March, 2006.

John T. Mack

Bill D. Heims

Catherine M. Mack

Jo Lynn M. Heims

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 23 day of ~~February~~ March, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared John T. Mack and Catherine M. Mack, husband and wife to me 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.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2007

Notary Public in and for the State of Iowa

STATE OF IOWA COUNTY OF Delaware **, ss:**

On this 28 day of ~~February~~ March 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Bill D. Heims and Jo Lynn Heims, husband and wife to me 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.

THOMAS J. HANSON
Commission Number 115040
My Commission Expires
September 22, 2007

Notary Public in and for the State of Iowa