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Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

RESTRICTIVE COVENANT AGREEMENT
Recorder's Cover Sheet

Preparer Information: David L. Ginger
Belin McCormick, P.C.
666 Walnut Street, Suite 2000
Des Moines, Iowa 50309
(515) 283-4668

Taxpayer Information: N/A

Return Document To: Preparer

Grantor: Anthony B. Geiger and Nicole R. Geiger

Grantee: Brady 6 Farms, L.L.C.

Legal Description: See Exhibit A and Exhibit B

Document or instrument number of previously recorded documents: N/A

NOTE: This cover page is prepared in compliance with Iowa Code section 331.606b. This cover page is provided for information purposes only.

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT (the "Agreement") is made on the 21st day of April, 2023 by Anthony B. Geiger and Nicole R. Geiger, husband and wife (collectively, the "Grantors"), for the benefit of the owners of the Benefited Property, which, as of the date hereof, is Brady 6 Farms, L.L.C. ("Brady 6")

WHEREAS, Grantors are the owners of certain real property legally described on Exhibit A attached hereto and incorporated herein by this reference ("Restricted Property");

WHEREAS, Brady 6 is the owner of certain real property legally described on Exhibit B attached hereto and incorporated herein by this reference ("Benefited Property"); and

WHEREAS, Grantors desire to place certain restrictions on the Restricted Property for the benefit of the Benefited Property as more fully set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby places the restrictions set forth in Section 1 on the Restricted Property on the terms and conditions set forth herein and Brady 6 hereby agrees to such terms and conditions for itself and its successors and assigns:

1. **Restrictive Covenants.** Grantors hereby covenant and agree that the Restricted Property shall be subject to the following restrictions:

- a. There shall be no subdivision or subdividing of the Restricted Property;
- b. There shall be no repetitive use of off highway vehicles on the Restricted Property; and
- c. There shall be no repetitive use of the Restricted Property for the raising, sheltering or caring for production livestock

2. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the owner of the Restricted Property and the owner of the Benefited Property, and each of their respective legal representatives, grantees, successors and assigns. All of the covenants, conditions, restrictions, terms and provisions of this Agreement are and shall be deemed to be covenants running with the property described herein. Such covenants, conditions, restrictions, terms and provisions of this Agreement shall burden and benefit such property as described herein and each owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns. Subject to the foregoing covenant, an owner shall not be liable for any obligations hereunder accruing after such owner has conveyed fee simple title to a successor owner.

3. **Governing Law.** The execution and performance of all of the terms and provisions of this Agreement shall be controlled and governed by the laws of the State of Iowa.

4. **Severability.** In the event any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Agreement and shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been inserted herein.

5. **Headings.** The section or paragraph headings shown in this Agreement are for convenience of reference only and shall not be held to explain, modify, simplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

6. **Complete Agreement; Modification.** This Agreement contains the entire agreement between the owner of the Restricted Property and the owner of the Benefited Property relating to the subject matter hereof. Any prior negotiations, correspondence, memorandum or other agreements are superseded in total by this Agreement, and the exhibits attached hereto. This Agreement may be amended or terminated only by a written agreement signed by the owner of the Restricted Property and the owner of the Benefited Property, or their respective legal representatives, grantees, successors or assigns. Each party may consider, approve or disapprove any proposed amendment to this Agreement in its sole and absolute discretion without regard to reasonableness or timeliness.

7. **Estoppel.** Within fifteen (15) days after written request, each party shall deliver to a requesting party an estoppel certificate executed by such party setting forth the following: (a) whether or not this Agreement is in full force and effect, (b) whether or not this Agreement has been amended or terminated, and, if so, setting forth the instruments affecting such amendment or termination, and (c) whether, to such party's knowledge, there is any default or breach of this Agreement by any other party, and, if so, setting forth the nature of such default or breach in reasonable detail.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantors have executed this Restrictive Covenant Agreement as of the day and year first above written.

Anthony B. Geiger

Anthony B. Geiger

Nicole R. Geiger

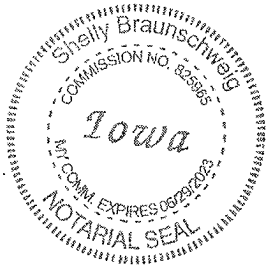
Nicole R. Geiger

STATE OF IOWA)
) SS:
COUNTY OF Polk)

This instrument was acknowledged before me on this 21st day of April, 2023 by Anthony B. Geiger and Nicole R. Geiger, husband and wife.


Shelly Braunschweig

Notary Public in and for the State of Iowa



IN WITNESS WHEREOF, Brady 6 has executed this Restrictive Covenant Agreement as of the day and year first above written.

BRADY 6 FARMS, L.L.C.

By: 
Glen Salow, Manager

STATE OF IOWA)
) SS:
COUNTY OF Polk)

This instrument was acknowledged before me on this 21st day of April, 2023 by Glen Salow as Manager of Brady 6 Farms, L.L.C.


Notary Public in and for the State of Iowa

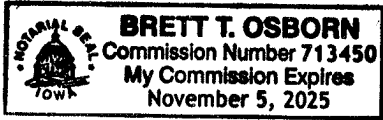


EXHIBIT A

Restricted Property

Parcel "G" located in the South Half (1/2) of the Southeast Quarter (1/4) of Section Fifteen (15) Township Seventy-seven (77) North, Range Twenty-Six (26) West of the 5th P.M., Madison County, Iowa, containing 9.68 acres, as shown in Plat of Survey filed in Book 2017, Page 299 on January 26, 2017, in the Office of the Recorder of Madison County, Iowa

EXHIBIT B

Benefited Property

The Southeast Quarter (1/4) of Section Fifteen (15), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT the East 20 acres thereof, AND EXCEPT a tract of land located in the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Fifteen (15), more particularly described as follows to-wit: Beginning 330 feet West and 887 feet North of the Southeast corner of said Section Fifteen (15) and running thence South 84 degrees 35 minutes West, 590.3 feet, thence North 369 feet, thence North 85 degrees 35 minutes East, 590.3 feet, thence South 369 feet to the point of beginning containing 5 acres; subject to a Boundary Line Agreement filed in Book 45, Page 456 on December 28, 1998, in the Office of the Recorder of Madison County, Iowa;

LESS AND EXCEPTING

Parcel "G" located in the South Half (1/2) of the Southeast Quarter (1/4) of Section Fifteen (15), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, containing 9.68 acres, as shown in Plat of Survey filed in Book 2017, Page 299 on January 26, 2017, in the Office of the Recorder of Madison County, Iowa, AND

LESS AND EXCEPTING

Parcel "F" located in the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 15, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, containing 12.07 acres, as shown in Plat of Survey filed in Book 2017, Page 299 on January 26, 2017, in the Office of the Recorder of Madison County, EXCEPT that part thereof located in the East 20 acres of the Southeast Quarter (SE ¼) of said Section 15, subject to a Boundary Line Agreement filed in Book 045, Page 456 on December 28, 1998, in the Office of the Recorder of Madison County, Iowa.