

FILED NO 000235

BOOK 141 PAGE 700

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPARED

REC 1066
DATE 7/15/99

Prepared By: Samuel H. Braland, P.O. Box 370, Earlham, Iowa 50072
Telephone (515) 758-2267.

AGREEMENT

This Agreement is made by and between Michael S. Morrison and Julie L. Morrison, husband and wife, herein referred to as "Morrison"; and Greg A. Kallhoff and Andrea K. Kallhoff, husband and wife, herein referred to as "Kallhoffs";

WITNESSETH

Morrison are the owners of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 13, Township 77 North, Range 29 West of the 5TH P.M., Madison County, Iowa, EXCEPT Parcel "D" in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 77 North, Range 29 West of the 5TH P.M., Madison County, Iowa, as shown by the survey recorded in Book 3, Page 242, in the Office of the Recorder of Madison County, Iowa; and

Kallhoffs are the owners of Parcel "D" located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 77 North, Range 29 West of the 5TH P.M., Madison County, Iowa, as shown by the survey recorded in Book 3, Page 242, in the Office of the Recorder of Madison County, Iowa.

Morrison's property adjoins Kallhoffs' property, and Morrison and Kallhoffs desire to enter into this agreement whereby Morrison agree that they will not construct a residential dwelling on their real estate that is located directly to the west of said Parcel "D".

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Morrison and Kallhoffs agree as follows:

Morrison shall not construct a residential dwelling on their real estate that is located directly to the west of said Parcel "D". This restriction shall run with the land and shall be binding upon the parties, their heirs, successors, and assigns.

Should Morrison, or either of them, violate this agreement, Kallhoffs, or their successors in interest, shall be entitled to immediate injunctive relief to enforce the terms of this agreement, and the parties stipulate that there is no other adequate remedy at law other than injunctive relief.

Both parties, their heirs, successors, and assigns, shall jointly maintain and shall jointly have the right to use the existing access to and from the public road.

