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Prepared By: Samuel H. Braland, P.O. Box 370, Eartham, 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 "Morrisons"; and Greg A. Kallhoff and Andrea K. Kallhoff, husband and wife, herein referred to as "Kallhoffs";

WITNESSETH

Morrisons are the owners of the Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section 13, Township 77 North, Range 29 West of the 5TH P.M., Madison County, Iowa, EXCEPT Parcel "D" in the NE¼ NW¼ 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 NE¼ NW¼ 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.

Morrisons' property adjoins Kallhoffs' property, and Morrisons and Kallhoffs desire to enter into this agreement whereby Morrisons 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, Morrisons and Kallhoffs agree as follows:

Morrisons 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 Morrisons, 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.

IN WITNESS WHEREOF, Morrisons and Kallhoffs have entered into this agreement the day and year above written.

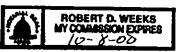
STATE OF IOWA

: **SS**

COUNTY OF MADISON

On this 13 day of July, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael S. Morrison and Julie L. Morrison 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.

(SEAL)



STATE OF IOWA

COUNTY OF MADISON

: SS

On this 15 day of July, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Greg A. Kallhoff and Andrea K. Kallhoff 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.

(SEAL)