

AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO BY AND BETWEEN BETTY ANN SHAW and WESLEY MCCLISH, hereinafter called "Shaw and McClish", and TERRY L. GIOFFREDI and JEAN M. GIOFFREDI, hereinafter called "Gioffredis".

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Gioffredis hereby waive the requirement contained in Paragraph No. 5 of the Restrictive Covenants included as part of the platting procedure of A and B Hillside Estates that Shaw and McClish shall initially pay for and provide A and B Hillside Estates with the original construction of the drive on the access and utility easement.

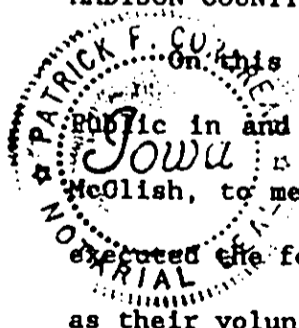
2. In consideration of Gioffredis' waiver of such requirement, Shaw and McClish agree to pay Gioffredis the sum of Five Hundred Dollars (\$500.00), receipt of which is hereby acknowledged by Gioffredis.

Dated this 21 day of November, 1990.

FILED NO. 1105
BOOK 128 PAGE 284
90 NOV 21 AM 11:11
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$10.00

Betty Ann Shaw
Betty Ann Shaw
Wesley McClish
Wesley McClish
Terry L. Gioffredi
Terry L. Gioffredi
Jean M. Gioffredi
Jean M. Gioffredi

STATE OF IOWA :
:ss
MADISON COUNTY:

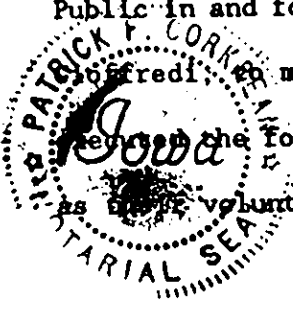


On this 21 day of November, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Betty Ann Shaw and Wesley McClish, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Patrick F. Cooper
Notary Public in and for the State of Iowa

STATE OF IOWA :
 : ss
MADISON COUNTY:

On this 21 day of November, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry L. Gioffredi and Jean M. Gioffredi, to me personally 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.



Patrick F. Corkery
Notary Public in and for the State of Iowa