

BK: 2025 PG: 3421
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Pages 3
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

**REVOCATION OF RESTRICTIVE COVENANT AND
REAFFIRMATION OF JOINT ACCESS AGREEMENT**

Recorder's Cover Sheet

Preparer Information: Jasper P. Verhofste, 303 Locust St, Ste 400, Des Moines, IA 50311;
515-282-6803

Taxpayer Information: Michael Morrison and Julie Morrison, 1536 120th St, Earlham, IA
50072

Return Document To: Michael Morrison and Julie Morrison, 1536 120th St, Earlham, IA
50072

Grantors: Dustin Heinold and Sandra Heinold

Grantees: Michael Morrison and Morrison Julie Morrison

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

Agreement filed on July 15, 1999, in Book 141, Page 700.

**REVOCATION OF RESTRICTIVE COVENANT AND
REAFFIRMATION OF JOINT ACCESS AGREEMENT**

This Agreement is made as of the date first set forth below, by and between Michael S. Morrison and Julie L. Morrison, husband and wife, herein referred to as "Morrisons", and Dustin Heinold and Sandra Heinold, husband and wife, as successors in interest to the original owners of Parcel "D" (Greg A. Kallhoff and Andrea K. Kallhoff), herein referred to as "Heinolds".

W I T N E S S E T H

WHEREAS, Michael S. Morrison and Julie L. Morrison, husband and wife, are the current owners of property legally described as 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;

WHEREAS, Dustin Heinold and Sandra Heinold, husband and wife, are the current owners of property legally described as Parcel "D" located in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 3.008 acres, as shown in Plat of Survey filed in Book 3, Page 242 on May 15, 1998, in the Office of the Recorder of Madison County, Iowa; and

WHEREAS, on July 15, 1999, the Morrisons and Greg A. Kallhoff and Andrea K. Kallhoff (then-owners of Parcel "D") entered into an agreement which was filed of record in the Office of the Madison County Recorder on July 15, 1999, in Deed Record 141, Page 700. The original agreement contained two primary provisions: 1) a Restrictive Covenant preventing the Morrisons from constructing a residential dwelling on their real estate located directly to the west of said Parcel "D"; and 2) a Joint Access Agreement stating that both parties, their heirs, successors, and assigns, shall jointly maintain and have the right to use the existing access to and from the public road.

NOW, THEREFORE, the parties agree as follows:

1. **Revocation of Restrictive Covenant:** The parties, Michael S. Morrison and Julie L. Morrison, and Dustin Heinold and Sandra Heinold (as successors in interest to the Kallhoffs), mutually agree to, and do hereby, revoke and terminate the restrictive covenant contained in the agreement filed in Deed Record 141, Page 700, which states: "Morrison shall not construct a residential dwelling on their real estate that is located directly to the west of said Parcel 'D'". This specific restriction shall no longer run with the land and is of no further force or effect.

2. **Reaffirmation of Joint Access Agreement:** The parties acknowledge and agree that the mutual right to use and maintain the existing access to the public road is an essential and desired component of the original agreement. Therefore, both parties, their heirs, successors, and assigns, shall continue to jointly maintain and shall continue to jointly have the right to use the existing access to and from the public road. Should Morrisons, Heinolds, or either of them, violate this Agreement, the parties, 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.

Dated: Dec. 15 2025.

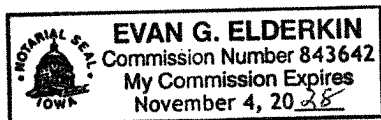
MORRISONS:

Michael S. Morrison
Michael S. Morrison

Julie L. Morrison
Julie L. Morrison

STATE OF IOWA, COUNTY OF Madison

This record was acknowledged before me on 12/15/2025, by Michael S. Morrison and Julie L. Morrison.



Evan G. Elderkin
Signature of Notary Public

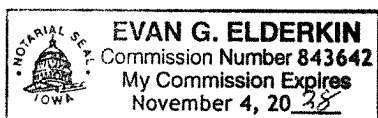
HEINOLDS:

Dustin Heinold
Dustin Heinold

Sandra Heinold
Sandra Heinold

STATE OF IOWA, COUNTY OF Monroe, Madison

This record was acknowledged before me on 12/15/2025, by Dustin Heinold and Sandra Heinold.



Evan G. Elderkin
Signature of Notary Public