



Document 2009 2462

Book 2009 Page 2462 Type 06 013 Pages 4
Date 8/03/2009 Time 3:16 PM
Rec Amt \$24.00

INDX
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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

FENCE AGREEMENT AND RIGHT OF FIRST REFUSAL

This Agreement is made and entered into this 3rd day of August, 2009, by and between Dean F. Burkett and Christine Burkett, husband and wife, hereinafter referred to as "Burketts"; and Douglas J. Williamson, hereinafter referred to as "Williamson";

WITNESSETH:

Burketts own the following described real estate situated in Madison County, Iowa herein designated as Parcel "A", to-wit:

Parcel "A" in the Southwest Quarter of the Southwest Quarter (SW¹/₄ SW¹/₄) of Section 21, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, containing 5.00 acres as shown by the survey recorded in Book 2009, Page 1819, in the Office of the Recorder of Madison County, Iowa.

Williamson owns the following described real estate situated in Madison County, Iowa herein designated as Williamson Parcel, to-wit:

The Southwest Quarter of the Southwest Quarter (SW¹/₄ SW¹/₄) of Section 21, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" as shown by the survey recorded in Book 2009, Page 1819, in the Office of the Recorder of Madison County, Iowa.

Parcel "A" and the Williamson Parcel share common boundary lines with each other. Burketts and Williamson desire to enter into this agreement to provide for the ownership and expense of erecting and maintaining a fence on the common boundary lines that separate their respective properties. They also desire to grant Williamson a right of first refusal to purchase all or part of Parcel "A" in the event Burketts desire to sell all or part of said parcel.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties do hereby agree as follows:

1. Burketts, at their expense, shall erect the perimeter fence on the common boundaries separating Burketts' and Williamson's above described real estate. Thereafter, Burketts and their successors in interest shall own the fence and at their expense maintain, repair and when necessary replace it.

2. Burketts hereby grant Williamson, and Williamson shall have, a right of first refusal to purchase any part of Parcel "A" which Burketts propose to sell to others, for the price and on the same terms as the intended sale to others. Burketts shall give Williamson written notice of an intended sale by certified mail or hand delivery of the notice, which shall have a copy of the intended sale contract attached. Williamson shall have ten (10) days from receipt of notice of the intended sale in which to accept the intended sale in writing delivered to Burketts. The right of first refusal may be exercised as to all or part of the land being sold. If Williamson declines to exercise the right of first refusal, then Burketts may thereafter proceed with the intended sale on the same terms as were offered to Williamson. If the intended sale fails to close for any reason, the right of first refusal shall renew and exist as to any subsequent sale of the same land. The right of first refusal is personal to Williamson, and shall not inure to the benefit of any other person.

3. Until amended or released, this agreement shall constitute a permanent and binding covenant which shall run with the ownership of the real estate described herein and shall bind the successors in interest of the parties.

4. This agreement may be amended or released at any time by appropriate agreement entered into for that purpose between Burketts and Williamson, their heirs, successors in interest, and assigns, which agreement shall be duly executed, acknowledged, and recorded in the Office of the Recorder of Madison County, Iowa.

IN WITNESS WHEREOF, Burketts and Williamson have executed this agreement the day and year above written.

Dean F. Burkett Douglas J. Williamson
Dean F. Burkett Douglas J. Williamson

Christine Burkett
Christine Burkett

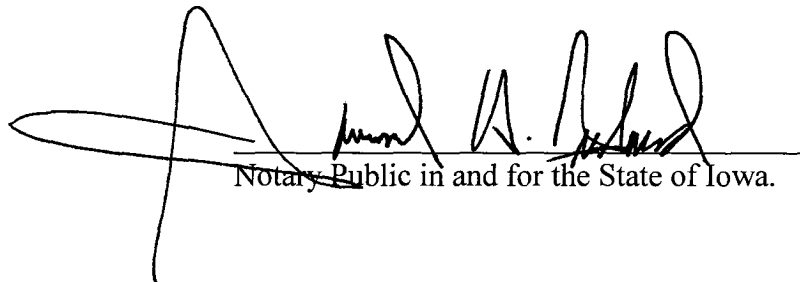
STATE OF IOWA)
) SS
MADISON COUNTY)

On this 3rd day of August, 2009, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Dean F. Burkett and Christine Burkett to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Arnold H. Land
Notary Public in and for the State of Iowa.

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 3rd day of August, 2009, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Douglas J. Williamson to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.


Notary Public in and for the State of Iowa.

