

99 JUN 25 PH 3: 11

REC \$ 10.00

AUD \$ \_\_\_\_\_

V.R.F. \$ 1.00COMPUTER RECORDED COMPARED MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

PREPARED BY BRUCE KEMPKE, 4242 Woodlawn Dr., Des Moines, IA 50312

## ADDENDUM

- (1) The following additional terms, drafted by both Seller and Buyer, shall be incorporated into the Purchase Agreement between Seller and Buyer for land located at 1201 Kiowa Avenue, Earlham, Iowa:
- (2) The old, non-functioning well located in Section 15 of the Seller's property will be the complete responsibility of the Buyer. Seller has no responsibility as to quality or quantity of the water.
- (3) Buyer and Seller have agreed that Buyer shall, within seventy-two (72) hours after receiving actual notice from Seller or her agent(s), have a right of first refusal to property Seller may offer for sale located in Section 10 and 15, Madison Township, Madison County, Iowa: to wit, the right to purchase such property if Seller, her heir(s), or devisee(s) received a good-faith offer from any third party to purchase it at a specified price approved by seller. See Exhibit A, attached.
- (4) However, Buyer shall, in all events, have a right to purchase a part of Seller's property if Seller, her heir(s), or devisee(s) desires to sell or otherwise transfer possession of any of her remaining property to a third party: to wit, Buyer shall have the right to purchase a piece of land beginning at the southwest corner of Seller's property located in Section 15, Madison Township, Madison County, Iowa, with outer boundaries eighty (80) feet to the east (Point A) and one hundred, ten (110) feet to the north (Point B) from this southwest corner. A straight line drawn between points A & B creates the third boundary of this triangle. Buyer must exercise in writing, the right to purchase this part of Seller's property within seventy-two hours after receiving actual written notice from Seller or her agent(s) of the third party's good-faith offer, and the transaction must close within 45 days after Buyer's written notice to exercise said right of first refusal.
- (5) Buyer's right to purchase that part of Seller's property, more particularly described in paragraph (4), if exercised, requires payment by the Buyer at the rate of \$1,500.00 per acre. Buyer shall also pay for the survey of Seller's property. The \$1,500 per acre price is only for the property described in paragraph (4) located with the boundaries 80 feet to the east (Point A) and 110 feet to the north (Point B) from the southwest corner. The price per acre for any or all of the remaining property of Seller will be at the price offered by the 3<sup>rd</sup> party buyer.
- (6) Buyer will not have the right to select a portion of property offered for sale and Buyer must accept or reject in its entirety any offer presented and accepted by Seller subject to the aforementioned right of first refusal, except the specific parcel mentioned above legally described as: land beginning at the southwest corner of Seller's property located in Section 15, Madison Township, Madison County, Iowa, with outer boundaries eighty (80) feet to the east (Point A) and one hundred, ten (110) feet to the north (Point B) from this southwest corner. A straight line drawn between points A & B creates the third boundary of this triangle.
- (7) Buyer's heir(s) or appointees of his estate has the option or right to exercise this addendum.

Donna Beeler  
Donna Beeler, Seller  
1201 Kiowa Ave.  
Earlham, IA 50072

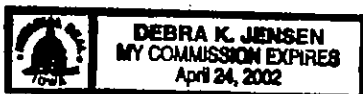
5/15/99 Date Billy Beeler, Seller Date 5-2-99

Bruce L. Kempkes  
Bruce L. Kempkes, Buyer  
4242 Woodlawn Dr.  
Des Moines, IA 50312

5/2/99  
Date

State of Iowa  
County of Madison

On May 2, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donna Beeler and Billy Beeler (collectively referred to as Seller) and Bruce L. Kempkes (referred to as Buyer) to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Debra K. Jensen  
Notary Public in and for  
the State of Iowa

Exhibit A

Buyer's right of first refusal encompasses Seller's property located in the SE quarter of the SE quarter of section 10 and the NE quarter of the NE quarter of section 15, in Township 77 North -- Range 28 West of the 5th P.M., except parcel "A," shown and described below, which Buyer purchased from Seller on January 25, 1999:

A PLAT OF SURVEY FOR DONNA BEELER LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10 & THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 77 NORTH, RANGE 28 WEST OF THE 5th P.M., MADISON COUNTY IOWA.

