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Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX ✓

ANNO

SCAN

CHEK

**Prepared by:** James L. Bergkamp, Jr., ICIS #AT0000823  
218 S. 9<sup>th</sup> St., P.O. Box 8, Adel, IA 50003  
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**Return to:** James L. Bergkamp, Jr.  
P.O. Box 8, Adel, IA 50003

### Right of First Refusal Agreement

This Right of First Refusal Agreement is entered into on this 18<sup>th</sup> day of November, 2015 by and between Jeffrey Jon Warren and Doreena Lee Warren, husband and wife (Grantors) and Gene S. Pomeroy and Sherre L. Pomeroy, husband and wife (Grantees)

#### Recitals

- A. Grantors are legal titleholders of: The North Half (1/2) of the Northwest Quarter (1/4) and the South 25 feet of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-four (24), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, including Parcel "A" located therein, as shown in Plat of Survey filed in Book 3, Page 640 on October 25, 2000, in the Office of the Recorder of Madison County, Iowa; AND the South Half (1/2) of the Southwest Quarter (1/4) of Section Thirteen (13), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, EXCEPT Parcel "H", located therein, containing 15.000 acres, as shown in Plat of Survey filed in Book 2013, Page 2889 on September 27, 2013, in the Office of the Recorder of Madison County, Iowa (the "Grantors' Property").
- B. Grantees are legal titleholders of: Parcel "H" as shown in Plat of Survey filed in Book 2013, Page 2889 on September 27, 2013, in the Office of the Recorder of Madison County, Iowa, located in the South Half (1/2) of the Southwest Quarter (1/4) of Section Thirteen (13), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa (the "Grantees' Property").

#### Covenants

NOW, THEREFORE, in consideration of \$1.00, the above-stated recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. **GRANT OF RIGHT OF FIRST REFUSAL.** For a maximum period of 20 years after the date of this Agreement and while either Grantee owns and lives in the house on Grantees' Property, Grantees shall have the right of first refusal upon the Grantors' Property under the following terms. Grantors may sell or transfer the Property or any portion thereof to family members without being subject to this restriction. If Grantors desire to sell the Property to a third party while this right of first refusal is in force, Grantors must first notify Grantees of their intention to sell and the terms of the sale and Grantees shall have 15 days to notify Grantors in writing of their intention to purchase the Property under the same terms and conditions and Grantees must close on the purchase within 30 days after providing written notice to Grantors of their intention to purchase the Property. If Grantees fail to timely carry out Grantees' obligations set forth in paragraph, Grantees' right of first refusal herein shall terminate. In such an event or in any other event that causes this right of first refusal to no longer be enforceable, Grantors may record a notice of early termination of this right of first refusal and Grantees shall have no right to contest such termination or bring an action to enforce any rights under this paragraph or in the Property if such action is not brought within 30 days after Grantors record such notice of early termination. The rights conferred upon Grantees herein are personal and are not assignable.
  
2. **NOTICE.** Notice may be made by personal service, personal delivery, certified or regular mail, facsimile transmittal, email or other written means. Notice shall be deemed effective on the date of receipt. The party providing the notice shall carry the burden by a preponderance that notice was provided.

IN WITNESS WHEREOF, the parties execute this Agreement on the first date written above.

Jeffrey Jon Warren  
Jeffrey Jon Warren

Gene S. Pomeroy  
Gene S. Pomeroy

Doreena Lee Warren  
Doreena Lee Warren

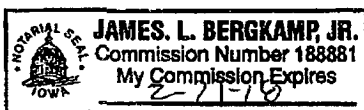
Sherre L. Pomeroy  
Sherre L. Pomeroy

(GRANTORS)

(GRANTEES)

STATE OF IOWA, COUNTY OF DALLAS, ss:

This instrument was acknowledged before me on November 18, 2015, by Jeffrey Jon Warren and Doreena Lee Warren, husband and wife.



James C. Bergkamp, Jr.  
James C. Bergkamp, Jr. Notary Public

STATE OF IOWA, COUNTY OF DALLAS, ss:

This instrument was acknowledged before me on November 18, 2015, by Gene S. Pomeroy and Sherre L. Pomeroy, husband and wife.

James L. Bergkamp, Jr.  
James L. Bergkamp, Jr. Notary Public

