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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name | Street Address | City | Phone

Thomas J. Hanson, ISBA # 02110

SPACE ABOVE THIS LINE FOR RECORDER

JOINT RIGHT OF FIRST REFUSAL

This Agreement made this 11 day of October 2017 by and Dennis J. Overman and Sharon K. Overman, husband and wife (hereinafter "First Parties") and Paul J. Overman and Alicia M. Overman, husband and wife (hereinafter "Second Parties")

2017-2815
2010-380

WHEREAS, First Parties have sold to Second Parties and Second Parties have purchased from First Parties the following described real estate located in Delaware County, Iowa.

Parcel 2017-01 Part Of The Northwest Quarter of Section 28, Township 89 North, Range 3 West of the Fifth P.M. Delaware County, Iowa, according to plat recorded in Book 2017, Page 451.

AND WHEREAS, First Parties own additional real estate adjacent to the above described real estate and legally described as follows:

The Northwest Quarter (NW¼) of Section 28, Township 89 North, Range 3, West of the 5th P.M. except Parcel 2017-01 part of the Northwest Quarter (NW¼) of Section 28-89-3, Delaware County, Iowa according to plat recorded in Book 2017, Page 451.

AND WHEREAS, as part of the Agreement to purchase by Second Parties from First Parties, each of the parties hereto has agreed to grant a right of first refusal with respect to the real estate described herein.

NOW, THEREFORE, in consideration of $1.00 and other valuable consideration, receipt of which is hereby acknowledged the parties agree as follows:

1. Second Parties hereby grant on to First Parties a right of first refusal to purchase the above described real estate in the event that Second Parties at any time in the future seek to sell said real estate.

2. First Parties hereby grant on to Second Parties a right of first refusal to purchase the above described real estate in the event that First Parties at any time in the future seek to sell said real estate.

3. If at any time during the term as stated in this Agreement either party should enter into a binding agreement for the sale of their respective parcels of real estate as described herein, they shall first notify the other parties in writing of the receipt of any binding offer to sell said real estate. Within seven days of receipt of said notice the receiving party shall notify the sending party in writing of the exercise of the right to purchase. The selling parties shall be obligated to sell to the other party said real estate under the same terms and conditions as provided in said binding purchase offer.

4. This right of first refusal shall be binding upon the parties hereto, their heirs, successors and assigns.

First Parties

Dennis J. Overman

Dennis J. Overman

Sharon K. Overman

Sharon K. Overman

Second Parties

Paul J Overman

Paul J. Overman

Alicia M. Overman

Alicia M. Overman

STATE OF IOWA, COUNTY OF Delaware **, ss:**

On this 11th day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared, Dennis J. Overman and Sharon K. Overman, husband and wife, to me 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.

THOMAS J HANSON
Commission Number 115040
My Commission Expires
September 22, 2019

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Delaware **, ss:**

On this 11 day of October, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared, Paul J. Overman and Alicia M. Overman, husband and wife, to me 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.

THOMAS J HANSON
Commission Number 115040
My Commission Expires
September 22, 2019

Notary Public in and for the State of Iowa