Recorded: 3/18/2021 at 4:00:43.0 PM
County Recording Fee: $17.00
Iowa E-Filing Fee: $3.32
Combined Fee: $20.32
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 977

Prepared by and return to: Maureen Gronstal, Bradley & Riley, PO Box 2804, Cedar Rapids, IA 52406-2804, 319-363-0101

RIGHT OF FIRST REFUSAL

This Right of First Refusal Agreement (this "Agreement") is given this 16th day of March, 2021 by ANDREA HUCKER ("Grantor") to NICHOLAS HUCKER ("Grantee"). Grantor and Grantee are referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHEREAS, Grantor and PATRICIA HUCKER entered into an Installment Contract for the purchase of certain ground in Delaware County. Grantor was unable to make the payments required under the terms of the Contract and as a result, the Grantor and PATRICIA HUCKER agreed to terminate the Contract with a portion of the ground being deeded to Grantor by PATRICIA HUCKER.

WHEREAS, the remaining property that was the subject of the Contract is subject to an Offer for purchase by Grantee, who is PATRICIA HUCKER's grandson. The property being deeded to Grantor is continguous with the property being purchased by Grantee.

WHEREAS, as a part of the deeding of the property to Grantor, Grantor has agreed to give a Right of First Refusal to certain lineal descendants of Grantee.

WHEREAS, the land being deeded from PATRICIA HUCKER to Grantor and which is the subject to this Right of First Refusal, is described as follows:

THE EAST 400' OF THE NE1/4 SE1/4 OF SECTION 29, TOWNSHIP 87 NORTH, RANGE FOUR (4), WEST OF THE FIFTH P.M., DELAWARE COUNTY, IOWA ("the Real Estate")

IT IS, THEREFORE, HEREBY AGREED FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, AS FOLLOWS:

1. Grantor hereby grants to Grantee, a right of first refusal to purchase the Real Estate (the "Right of First Refusal"). Specifically, if Grantor receives an offer from a third party for the purchase of all or any portion of Grantor's interest in the Real Estate that Grantor wishes to accept, then Grantor shall give written notice of the offer to Grantee, specifying the name of the prospective purchaser, the extent of the interest in the Real Estate proposed to be sold, the price, and all other terms and conditions of the proposed transaction, and include with the notice a copy of any written offer to purchase received by Grantor (collectively the "Purchase Notice").

2. For a period of 45 days after Grantee's receipt of the Purchase Notice, Grantee shall have the first right and option to purchase the interest in the Real Estate, subject to sale on the same terms as set forth in the Purchase Notice.

3. In the event Grantee does not elect to purchase the interest in the Real Estate which is subject to the Purchase Notice, under the same terms and conditions as expressed in the Purchase Notice, then the Right of First Refusal shall expire and Grantor shall be free to sell the interest in the Real Estate as outlined in the Purchase Notice. In the event Grantor does not proceed with the sale of the interest in the Real Estate consistent with the Purchase Notice, then the Right of First Refusal as outlined in this Agreement shall continue and shall be in effect and shall apply to any subsequent offer received by Grantor related to the Real Estate.

4. This Right of First Refusal is personal to Grantee and cannot be assigned, transferred, pledged, or conveyed to any other party or person.

5. This Right of First Refusal shall not apply to any transfer, whether by sale, gift, inheritance or otherwise, to any lineal descendant of CHRISTOPHER S. HUCKER and Grantor and Grantor is free to make such transfer without notice to Grantee, however, the transferee of the Real Estate shall take subject to the terms of this Right of First Refusal.

6. Grantor warrants and represents to Grantee that Grantor is currently the sole owner of good, fee simple and marketable title to the Real Estate. Grantor also warrants and represents to Grantee that Grantor has full authority to grant the Right of First Refusal to Grantee, subject to the terms and conditions of this Agreement.

7. This Agreement shall be binding upon the Parties and their heirs, successors and assigns and may be recorded by either Party.

8. No amendment, modification, or waiver of any condition, provision, or terms of this Agreement shall be valid or of any effect unless made in writing, signed by the Party or Parties to be bound or a duly authorized representative, and specifying with particularity and nature of such amendment, modification or waiver.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

Date: March 16, 2021

ANDREA HUCKER

Date: 16, 2021

NICHOLAS HUCKER

STATE OF IOWA)
)ss:
JONES COUNTY)

This instrument was acknowledged before me this 16th day of March, 2021, by ANDREA HUCKER.

NOTARIAL SEAL IOWA
CHERYL PETERS
Commission Number 197212
My Commission Expires
7-2-22

Notary Public in and for said State

STATE OF IOWA)
)ss:
JONES COUNTY)

This instrument was acknowledged before me this 16th day of March, 2021, by NICHOLAS HUCKER.

NOTARIAL SEAL IOWA
CHERYL PETERS
Commission Number 197212
My Commission Expires
7-2-22

Notary Public in and for said State