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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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 19th day of March, 2021 by NICHOLAS JOHN HUCKER ("Grantor") to MICHAEL HUCKER and KRISTIN 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 a Real Estate Contract for the purchase of certain ground in Delaware County.

WHEREAS, as a part of the Offer to Purchase the property, Grantor agreed to give a Right of First Refusal to Grantee.

WHEREAS, the property being purchased by Grantor and which is the subject to this Right of First Refusal, is described on the attached Exhibit "A" ("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. In the event that both, MICHAEL HUCKER and KRISTIN HUCKER, wish to individually exercise their right to purchase exclusive of the other, then MICHAEL HUCKER shall have the first option and if he does not exercise his right, then KRISTIN HUCKER shall have the right to purchase.

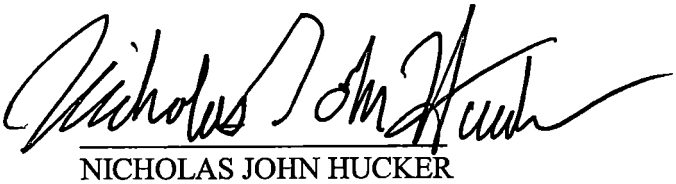
6. Grantor warrants and represents to Grantee that Grantor is currently the sole owner of the Real Estate pursuant to the terms of the Real Estate Contract. Grantor also warrants and represents to Grantee that Grantor has full authority to grant the Right of First Refusal to Grantee, subject to the terms and conditions of this Agreement and subject to the Sellers' Rights under the terms of the Real Estate Contract.

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 19, 2021



NICHOLAS JOHN HUCKER

Date: March 18, 2021

MICHAEL HUCKER

Date: March 19, 2021

KRISTIN HUCKER

STATE OF IOWA)
)ss:
DELAWARE COUNTY)

This instrument was acknowledged before me this 19th day of March, 2021, by NICHOLAS JOHN HUCKER.

JANE E HANSON
Commission Number 791553
My Commission Expires
August 12, 2021

Notary Public in and for said State

STATE OF IOWA)
)ss:
DELAWARE COUNTY)

This instrument was acknowledged before me this 18 day of March, 2021, by MICHAEL HUCKER.

NATHAN J. FREEZE
Commission Number 712045
My Commission Expires
3-26-21

Notary Public in and for said State

STATE OF IOWA)
)ss:
DELAWARE COUNTY)

This instrument was acknowledged before me this 19th day of March, 2021, by KRISTIN HUCKER.

JANE E HANSON
Commission Number 791553
My Commission Expires
August 12, 2021

Notary Public in and for said State

{03013417.RTF}

EXHIBIT "A"

The North one-half (N ½) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Twenty Nine (29), Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M., and all that part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Twenty Eight (28), Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M. described as commencing at the Northwest corner of said Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of said Section Twenty Eight (28), thence East twelve (12) rods to the Anamosa and Garnavillo State Road, thence Southeasterly along said road sixty (60) rods, thence West to the West line of said Section Twenty Eight (28), thence North to the place of beginning, except the East 400' of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of said Section Twenty Nine (29), Delaware County, Iowa