

2014-1385
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by:
Return to:

Larry L. Anfinson, 726 West Fourth Street, Waterloo, IA 50702
Larry L. Anfinson, 726 West Fourth Street, Waterloo, IA 50702

(319) 235-9507

AMENDMENT TO RIGHT OF FIRST REFUSAL TO PURCHASE AND/OR LEASE

THIS AMENDMENT TO RIGHT OF FIRST REFUSAL TO PURCHASE AND/OR LEASE (hereinafter referred to as "Amendment"), is made this 25 day of February, 2019, by and between Ann Fabric, a single person, Ann C. Fabric, a single person, Natalie E. Fabric and I. Robert Matloff, wife and husband, Cynthia Marie Taylor, f/k/a Cynthia Taylor Gomez, f/k/a Cynthia Marie Taylor Gomez, a single person, and Pamela M. Taylor and J. D. Rebstock, wife and husband, and Emily A. Taylor, a single person, (hereinafter referred to as "Landowners") and David Hoefer and Michelle Hoefer, husband and wife, (hereinafter referred to as "Hoefers").

WHEREAS, Landowners, own collectively the following described real estate:

N ½ SW ¼, Section 5, N ½ SE ¼ Section 6, W ½ NW ¼, Section 20, NE ¼
Section 19, and E ½ NW ¼ Section 19, all in Township 89, Range 6 West of the
5th P.M.

(the "Property")

AND

WHEREAS, Hoefers are currently renting all of the Property described above from Landowners pursuant to the Right of First Refusal to Purchase and/or Lease (hereinafter referred to as "ROFR"), which ROFR commenced March 1, 2014, and extended through February 28, 2019;

AND

WHEREAS, the ROFR granted the Hoefers, at their option, the right to extend to the Right of First Refusal to Lease the Property for an additional twenty (20) years, extending said right through February 28, 2039;

AND

WHEREAS, Hoefers do wish to extend said Right of First Refusal to lease the Property and have provided written notice of their option to extend said right of first refusal to lease to Landowners;

AND

WHEREAS, the ROFR provides that the parties shall execute this Amendment to extend the right of first refusal to lease the Property from Landowners to February 28, 2039.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the parties agree as follows:

1. Lease of Real Estate

Hoefers shall have an ongoing Right of First Refusal to lease the Property from Landowners for a period of twenty (20) years, commencing March 1, 2019, and extending through February 28, 2039. Assuming Hoefers are not in default of any existing lease between the parties, Landowners shall first offer to Hoefers the right to lease the Property, specifying the type of lease and the terms of said lease that they desire. Hoefers shall have ten (10) days after receipt of the Notice from Landowners specifying the type of lease and terms of lease for the Property to exercise this Right of First Refusal, which shall be exercised by written Notice to the Landowners of their intent to exercise and lease the Property. If Hoefers do exercise the Right of First Refusal, Hoefers shall be required to lease all the Property as specified in the Notice to them upon the same terms and conditions as contained in said Notice. If Hoefers fail to notify Landowners of their election to lease within the ten (10) day period of time, Hoefers shall be deemed to have waived the Right of First Refusal to lease the property as specified in the Notice. Landowners may then lease the Property to any other party as long as the terms and conditions of said lease are the same or higher than was offered to the Hoefers, and, if this were to happen, Landowners agree to provide evidence to Hoefers of any such new lease upon Hoefers request.

2. Failure to Exercise Right of First Refusal to Lease

If Hoefers fail to exercise their Right of First Refusal to Lease any of the Property, the Right of First Refusal to lease said property subject to that Notice shall expire. Hoefers shall not have any future Right of First Refusal to lease with regard to any part of the Property to which they have failed to exercise their Right of First Refusal to lease.

3. Sale of Real Estate

All of the terms and provisions contained in the ROFR with regard to the sale of any or all of the Property shall remain in full force and effect. This shall include, but not be limited to, all terms and provisions contained in Paragraph Nos. 3, 4, 5, 6, 7, 8, and 9 of the ROFR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

David Hofer
David Hofer

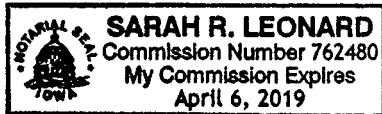
Michelle Hofer
Michelle Hofer

STATE OF IOWA)
)
COUNTY OF DELAWARE) ss.

This instrument was acknowledged before me on February 25, 2019, by David Hofer and Michelle Hofer, husband and wife.

Sarah R. Leonard
Notary Public in and for the State of Iowa

My Commission Expires:



Ann Fabric

Ann Fabric

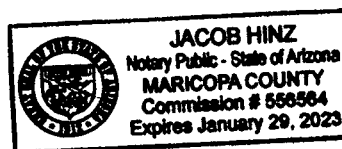
STATE OF ARIZONA)
)
COUNTY OF MARICOPA) ss.

This instrument was acknowledged before me on 3-6, 2019, by Ann Fabric,
a single person.

[Signature]

Notary Public in and for the State of Arizona

My Commission Expires: 01/29/2023



Ann C. Fabric

STATE OF ARIZONA)
)
COUNTY OF MARICOPA) ss.

This instrument was acknowledged before me on _____, 2019, by Ann C.
Fabric, a single person.

Notary Public in and for the State of Arizona

My Commission Expires:

Ann C Fabric Eagle
Ann Fabric

STATE OF ARIZONA)
)
COUNTY OF MARICOPA) ss.

This instrument was acknowledged before me on _____, 2019, by Ann Fabric,
a single person.

Notary Public in and for the State of Arizona

My Commission Expires:

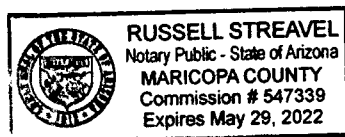
Ann C Fabric Eagle
Ann C. Fabric

STATE OF ARIZONA)
)
COUNTY OF MARICOPA) ss.

This instrument was acknowledged before me on 3/30/19, 2019, by Ann C.
Fabric, a single person.

Russell Streavel
Notary Public in and for the State of Arizona

My Commission Expires:



Natalie E. Fabric
Natalie E. Fabric

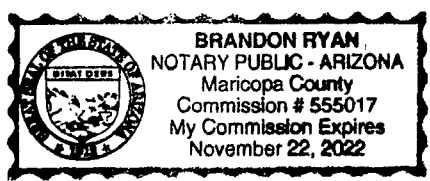
I. Robert Matloff
I. Robert Matloff

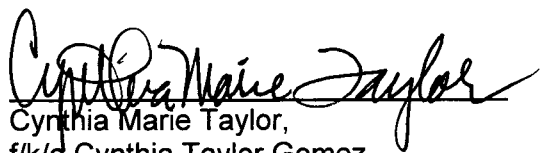
STATE OF ARIZONA)
)
COUNTY OF MARICOPA) ss.

This instrument was acknowledged before me on March 8th, 2019, by Natalie E. Fabric and I. Robert Matloff, wife and husband.

Brandon Ryan Brandon Ryan
Notary Public in and for the State of Arizona

My Commission Expires:
Nov 22, 2022





Cynthia Marie Taylor,
f/k/a Cynthia Taylor Gomez,
f/k/a Cynthia Marie Taylor Gomez

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

This instrument was acknowledged before me on March 8th, 2019, by Cynthia Marie Taylor, f/k/a Cynthia Taylor Gomez, f/k/a Cynthia Marie Taylor Gomez/, a single person.

(See attached form)
Notary Public in and for the State of California

My Commission Expires: 11/20/2022

Christian Martinez-Ortiz

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SACRAMENTO)

On 3/8/2019 before me, CHRISTIAN MARTINEZ-ORTIZ, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared Cynthia Marie Taylor
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Christian Martinez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amendment to right of first refusal to purchase and/or lease
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

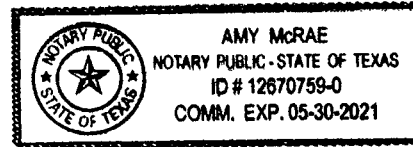
Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Emily A. Taylor
Emily A. Taylor

STATE OF TEXAS)

COUNTY OF DALLAS Gillespie)

SS.



This instrument was acknowledged before me on 4/11/19, 2019, by Emily A. Taylor, a single person.

Amy McRae
Notary Public in and for the State of Texas

My Commission Expires:

5/30/21

Pamela M. Taylor

J. D. Rebstock

STATE OF ~~FLORIDA~~ ^{North Carolina})
COUNTY OF ~~ALACHUA~~ ^{Buncombe}) ss.

This instrument was acknowledged before me on March 24, 2019, by Pamela M. Taylor and J. D. Rebstock, wife and husband

Rachel M. Holland
Notary Public in and for the State of ~~Florida~~ ^{North Carolina}

My Commission Expires:

