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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer 
Information: Thomas J. Hanson, 401 East Main Street, Manchester, Iowa (563) 927-5920
Individual's Name Street Address City Phone
Thomas J. Hanson, AT0003249

SPACE ABOVE THIS LINE
FOR RECORDER

OPTION AGREEMENT

This Agreement is made this 2 day of July, ²⁰²¹~~2019~~, by and between Richard H. Recker, a single person (hereinafter referred to as "First Party") and Brian Recker and Janice Recker, husband and wife, (hereinafter referred to as "Second Parties").

WHEREAS, First Party owns the following described real estate located in Delaware County, Iowa:

The North one-half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 4, Township 88 North, Range 4, West of the 5th P.M.

AND WHEREAS, Brian Recker own the following described real estate located in Delaware County, Iowa and legally described as follows:

The West one-half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 4, Township 88 North, Range 4, West of the 5th P.M.

AND WHEREAS, First Party wishes to grant onto Second Parties the option, right and privilege of exchanging the real estate owned by First Party for the real estate owned by Brian Recker at the time of First Party's death. It is the intent of the parties that this exchange of real estate will be an exchange as authorized by the like-kind exchange provisions of Section 1031 of the Internal Revenue Code and regulations promulgated thereunder (hereinafter collectively referred to as the "Code").

IT IS THEREFORE MUTUALLY AGREED BY AND BETWEEN THE
UNDERSIGNED AS FOLLOWS:

1. **Option to Exchange.** At the time of the death of First Party, Brian Recker is granted the option to exchange the real estate owned by Brian Recker for the real estate owned

by First Party. If the option is exercised, the estate of First Party would sell, transfer and convey the real estate described above and owned by First Party by Court Officer Deed to Brian Recker, in exchange, Second Parties will sell, transfer and convey the real estate described above and owned by Brian Recker by Warranty Deed to First Party's estate, subject to and in accordance with the terms and conditions set forth hereinafter.

The option to exchange may be exercised by Brian Recker providing written notice to the executors of First Party's estate of the exercise of the option, which said notice must be delivered to the executors of First Party's estate within sixty (60) days of the date of First Party's death. The exchange must take place and be completed within 180 days of the date of First Party's death.

2. **Real Estate Taxes.** The parties agree that each party shall pay prorated taxes up through the date of possession.
3. **Possession.** Possession shall be given within 180 days of the death of First Party.
4. **Abstract and Title.** Each party shall have the abstract of title to their respective parcels continued through the date of exercise of option and delivered to the other party for examination. Said abstract shall show marketable title in conformity with this agreement, Iowa law and the Title Standards of the Iowa State Bar Association. Each party shall pay the cost of continuation of their respective abstracts.
5. **Transfer Tax.** Any transfer tax assessed with regard to the recording of the deeds involved in this transaction shall be paid by the Grantor of each deed.
6. **Closing.** At the closing, the real estate described above shall be transferred in accordance with this agreement by Warranty Deed, or Court Officer Deed.
7. **Value of Real Estate.** Each of the parties agrees that the parcels will be appraised at the time of transfer and if one parcel is appraised higher than the other parcel that the party receiving the more valuable parcel of real estate shall pay the difference in value in cash at time of closing to the other party.
8. **Two (2) Year Holding Requirement.** Each party agrees that with regard to the real estate that they receive, not to dispose of said real estate within two years after the last transfer involved in the exchange. Each party also agrees that in the event either party shall dispose of any real estate within the said two (2) year period that the transferor shall reimburse the other party for any and all tax on taxable gain, resulting to the other party as a result of said transfer. Provided however, that nothing shall prevent the executor of First Party's estate from conveying real estate to beneficiaries as listed under the decedent's Last Will and Testament in fulfillment of the terms of his Will.

9. **Indemnification.** Each party agrees to indemnify and hold the other party free and harmless against and all claims of liability that may be asserted in any way relating to or arising out of the transfer of real estate described in this agreement.
10. **Interpretation of this Agreement.** The terms of this agreement are intended to comply with the requirements of the Internal Revenue Code so as to enable the parties to this agreement to avoid recognition of the gain they would otherwise realize upon the sale of the real estate. Notwithstanding any provisions set forth herein, this agreement shall be construed and interpreted in order to meet the requirements of Section 1031 of the Internal Revenue Code and regulations thereunder. In the event of any conflict between the provisions of this agreement and Section 1031 of the Internal Revenue Code, the provisions of the Internal Revenue Code and the corresponding regulations shall control.
11. **Time is of the Essence.** Time is of the essence in this Exchange Agreement.
12. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors in interest. The invalidity of any provision of this agreement shall not affect the validity or enforceability of any other provision set forth herein.

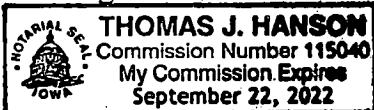
Dated this 2 day of July, 2021, 2019.

Richard H. Recker
Richard H. Recker

Brian Recker
Brian Recker
Janice Recker
Janice Recker

STATE OF IOWA, COUNTY OF DELAWARE, ss:

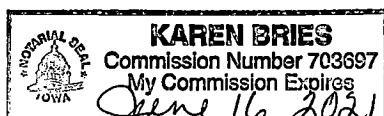
On this 26 day of July, 2021, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard H. Recker, a single person, to me known to be the identical person named in and who executed the foregoing instrument; and acknowledged that he executed the same as his voluntary act and deed.



[Signature]
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 4 day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brian Recker and Janice Recker, 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.



[Signature]
Notary Public in and for the State of Iowa