

Recorded: 10/14/2021 at 1:32:56.0 PM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2021 PG: 3609

Prepared By &
Return To: Jane E. Hanson, 401 East Main Street, Manchester, Iowa (563) 927-5920
Individual's Name Street Address City Phone
Jane E. Hanson, AT0012697

SPACE ABOVE THIS LINE
FOR RECORDER

RIGHT OF FIRST REFUSAL

This Agreement made on this 30th day of September, 2021 by and between Rachel A. Bacon and Jeremy C. Bacon, (hereinafter First Party) and Marjorie A. Billings, (hereinafter Second Party).

WHEREAS, First Party has purchased from Second Party certain real estate legally described as:

Parcel 2021-96, part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-One (21), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2021, Page 2385.

AND WHEREAS, as part of the consideration for the sale of said real estate Second Party has agreed to grant on to First Party a Right of First Refusal in the event of the sale of all or any subdivided portion of the following described real estate:

Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-One (21), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, except Parcel 2015-54 part of the part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-One (21), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2015, Page 1668, and further except Parcel 2021-96 part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Twenty-One (21), Township Eighty-eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2021, Page 2385; AND Parcel 2015-53, Part of the NE ¼ - SW ¼; all in Section 21, T88N, R4W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2015, Page 1668.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration and in consideration of the provisions of this Agreement the parties agree as follows:

1. If at any time Second Party should receive an offer for the sale of all or any portion of Second Party's real estate, they shall provide First Party with copy of the accepted third party offer that they wish to accept within three (3) days after receipt of such offer. After presentation of the offer, First Party shall have ten (10) days to exercise their right of first refusal with written notice to Second Party or the right expires and has no further effect. If First Party exercise its right, the sale of the real estate from Second Party to First Party must occur within sixty (60) days of the date of the written notice under the same terms and conditions as stated in the third party offer. If First Party does not exercise its right of first refusal, First Party agrees to execute any documents required by the thirty party to clear title of the real estate. Said Right shall not be transferrable or assignable.

2. Second Party may at any time mortgage or encumber their right, title or interest in the above described real estate, or renew or extend any existing mortgage for any amount.

3. First Party and Second Party agree that in the performance of each part of this Right of First Refusal, time shall be of the essence.

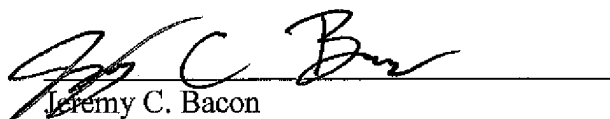
4. First Party and Second Party agree that this Right of First Refusal contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by First Party and Second Party.

5. This Right of First Refusal and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Iowa.

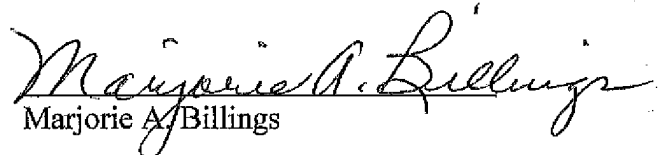
6. First Party and Second Party agree that if any provision of this Right of First Refusal, or the application of such provision to any person or circumstance, shall be held invalid or unenforceable, the remainder of this Right of First Refusal, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

First Party


Rachel A. Bacon


Jeremy C. Bacon

Second Party


Marjorie A. Billings

STATE OF IOWA)
) ss:
COUNTY OF Dubuque)

On this 30 day of September, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rachel A. Bacon and Jeremy C. Bacon, 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.



Angela S. Ries
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 29th day of September, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Marjorie A. Billings, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Jane E. Hanson
Notary Public in and for the State of Iowa