

Recorded: 1/10/2022 at 2:30:08.0 PM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2022 PG: 103

Prepared by and return to: Flint Drake, 300 Main St., Suite 323, Dubuque, Iowa 52001 (563) 582-2000

Right of First Refusal

This Right of First Refusal is entered into this 14 day of ~~November~~ ^{DECEMBER}, 2021 by and between Douglas John Goebel and Theresa Goebel, husband and wife, ("Goebel") and Pine View Farms, LLC ("Pine View").

Recitals

A. Goebel is the owner of real estate in Delaware County, Iowa legally described as set forth on Exhibit A attached hereto and by this reference made a part hereof (the "Real Estate");

B. Pine View leases the Real Estate and desires to make certain improvements to the Real Estate but in order to provide such improvements wants some assurance of the right to purchase the Real Estate in the future;

C. Pine View therefore desires a Right of First Refusal with respect to the Real Estate and Goebel desires to grant such Right;

D. Therefore, in consideration of the mutual terms and conditions set forth herein, the parties agree as follows:

1. Grant of Consent to Improvements. Goebel does hereby consent to Pine View improving the Real Estate at Pine View's cost with improvements agreed upon by Goebel and Pine View from time to time (the "Improvements"). Goebel expressly agrees that Pine View may install a driveway to improve semi access to the site.

2. Grant of Right of First Refusal. In consideration of the Improvements to be provided by Pine View, Goebel does hereby grant to Pine View a Right of First Refusal with respect to the Real Estate. If Goebel receives an Offer to purchase the Real Estate which Offer Goebel desires to accept, or conducts an auction for sale of the Real Estate at a price acceptable to Goebel, Goebel shall provide a copy of the Offer or the auction bid documents to Pine View and Pine View shall have thirty (30) days from the date of receipt of such documentation to exercise this Right of First Refusal. In the event Pine View exercises the Right of First Refusal, Pine View and Goebel shall

proceed to close the transaction pursuant to the terms of the Offer or bid documents. Title shall be conveyed to Pine View free and clear of all liens and encumbrances. In the event Pine View does not exercise the Right of First Refusal, then Goebel may proceed to sell the Real Estate pursuant to the terms of the Offer or the bid documents. If Goebel does not close on the sale of the Real Estate pursuant to such terms, then this Right of First Refusal shall continue.

3. Miscellaneous. This agreement shall be binding upon the parties hereto and their successors and assigns, including the estates of Goebel. This agreement shall be governed by and construed under the laws of the state of Iowa. In the event of a breach of this agreement by either party, the non-breaching party shall be entitled to all rights and remedies available at law or equity and shall be entitled to recover reasonable attorneys' fees incurred due to such breach. Any action related to this matter shall be brought in Delaware County, Iowa District Court only.

Douglas John Goebel
Douglas John Goebel

Theresa Goebel
Theresa Goebel

STATE OF Colorado)
COUNTY OF Adams) ss:

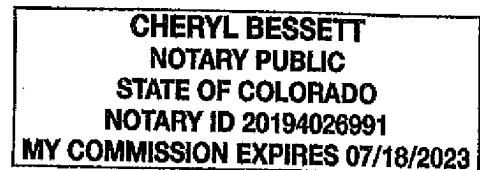
On this 14 day of December, 2021, before me, the undersigned, a Notary Public in and for the State of Colorado personally appeared Douglas John Goebel and Theresa Goebel, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Cheryl Bessett
Notary Public in and for the State of Colorado

Pine View Farms, LLC

By: John D. Wessel
John D. Wessel

By: Tom Wessel
Tom Wessel



STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

On this 10 day of JANUARY, ²⁰²²2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John D. Wessel and Tom Wessel, being the

members of Pine View Farms, LLC and known to me and known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as the voluntary act and deed of the limited liability company.

Donna M. Busch

Notary Public in and for the State of Iowa



EXHIBIT A

The West one-half (W1/2) of the Southwest Quarter (SW1/4) of Section Three (3) except commencing at a point five hundred six (506.00) feet East and one hundred forty five (145.0) feet South of the Northwest corner of said West one-half (W1/2) of the Southwest Quarter (SW1/4) of said Section Three (3) and running thence North 88 Degrees 2' East three hundred forty four (344.0) feet, thence North 60 Degrees West one hundred one (101.0) feet, thence North 88 Degrees 10' West one hundred eighty five (185.0) feet, thence South 45 Degrees 45' West ninety seven (97.0) feet to the point of beginning, Township Ninety (90) North, Range Three (3), West of the Fifth P.M.,

AND,

The East one-half (E1/2) of the Southeast Quarter (SE1/4) of Section Four (4), except Lot One (1) of the Irregular Survey of East one-half (E1/2) of the Southeast Quarter (SE1/4) of Section Four (4), Township Ninety (90) North, Range Three (3), West of the Fifth P.M., according to plat recorded in Book 2 Plats, Page 187,

AND,

That part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Four (4), Township Ninety (90) North, Range Three (3) West of the Fifth Principal Meridian described as commencing at the Northwest corner of said Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) and running thence South on the quarter section line a distance of six hundred fifty nine (659.0) feet, thence East two hundred twenty one and sixty three one-hundredths (221.63) feet, thence North two hundred seventy seven (277.0) feet, thence East forty (40.0) feet, thence North three hundred eighty two (382.0) feet to the North line of said Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), thence West two hundred sixty one and sixty three one-hundredths (261.63) feet to the point of beginning, except Lot 4 of Colesburg East Subdivision No. 1 and except that parcel as described in Book 114, page 28 and except Parcel F, part of the SE 1/4 - NE 1/4, Sec. 4, T90N, R3W of the Fifth P.M., Delaware County, Iowa,

AND,

Commencing at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section Four (4), Township Ninety (90), North, Range Three (3) West of the 5th P.M., thence West along the North line of said Forty acre tract a distance of One Thousand Seventy Seven and nine tenths (1077.9) feet, thence South a distance of Three Hundred Eighty-two (383) feet, thence West a distance of Forty (40) feet, thence South a distance of Eight Hundred Seventy-nine (879) feet, thence East a distance of Forty (40) feet, thence North a distance of Three Hundred Twenty (320) feet, thence East a distance of Four Hundred Forty-six and five tenths (446.5) feet, thence North a distance of Three Hundred ten (310) feet, thence East a distance of Six Hundred Thirty-one and fourth tenths (631.4) feet to the East line of said Forty acre tract, thence North on said East line, a distance of Six Hundred Twenty-nine (629) feet to point of beginning, Excepting any portion of Lot Five (5) of Colesburg East Subdivision No. 1 in Colesburg, Delaware County, Iowa, which may encroach upon the above described real estate.

Except that portion described as follows: That part of the SE1/4 of the NE1/4 of Section 4, Township 90 North, Range 3 West of the 5th P.M. described as commencing at the Northeast Corner of said SE1/4 of the NE1/4, and running thence West 1077.9 feet, thence South 412.0 feet to the point of beginning; thence East 196.0 feet, thence South 260.00 feet, thence West 236.0 feet, then North 260.0

feet, thence East 40.0 feet to the point of beginning, (which tract of land shall hereafter be known as "Sobilling Parcel A"); and Except that portion described as follows: Parcel P, part of the SE $\frac{1}{4}$ - NE $\frac{1}{4}$, Sec. 4, T90N, R3W of the Fifth P.M., Delaware County, Iowa, according to the Plat of Survey recorded on May 12, 2003 in Book 2003, Page 2289, records of the Delaware County Recorder,

AND,

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Nine (9), Township Ninety (90) North, Range Three (3), West of the Fifth P.M., except commencing at the Southwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Nine (9) and running thence East on the quarter section line a distance of fifteen (15.0) feet, thence in a Northwesterly direction to a point on the West line of said Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) which is fifteen (15) feet North of the Southwest corner of said Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), thence South to the point of beginning,

AND,

The Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Ten (10), Township Ninety (90) North, Range Three (3), West of the Fifth P.M.,

AND,

Part of Lot Six (6) of the Subdivision of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Four (4), Township Ninety (90) North, Range Three (3), West of the Fifth Principal Meridian, according to corrected and amended plat of Colesburg recorded in Book 1 Plats, Pages 73 to 86, described as commencing at the Northeast corner of Lot Four (4) of said Subdivision, and running thence East two hundred seventy seven and two tenths (277.2) feet, thence North six hundred fifty nine (659.0) feet, thence West two hundred seventy five and two-tenths (275.2) feet, thence South to the point of beginning.
