

Recorded: 2/16/2022 at 9:03:07.0 AM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2022 PG: 527

Prepared by & Return to: Jeffrey L. Walters, Esq., 2080 Southpark Court, Dubuque, IA 52003
(563) 582-2926

RIGHT OF FIRST REFUSAL

This agreement is made on the date indicated below, by and between Bradley W. Domeyer and Jeannie M. Domeyer, husband and wife, (hereinafter "First Party"), Richard J. Domeyer and Karen Domeyer, husband and wife, (hereinafter "Second Party"),

WITNESSETH

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, First Party hereby grants a right of first refusal to the Second Party to purchase, for fair market value, the property legally described as follows:

Parcel 2021-22 Part Of The SE ¼ - NE ¼ Of Section 29, T90N, R3W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2021, Page 1396

"Fair market value", as the term is used herein, shall be defined as:

The amount equal to the purchase price included in a written bona fide offer received by the First Party for the purchase of the property identified above, subject to the usual and customary conditions of sale; OR

1. In the event that First Party chooses to sell the real estate defined herein and further the First Party shall, before selling the property, provide written notice to Second Party of his intent to sell. Notice shall be accompanied by a copy of the bona fide offer to buy real estate. Thereafter, the Second Party shall, within thirty (30) days of having received the notice, indicate in writing to the First Party their intent to either purchase the property upon the same terms as provided in the written bona fide offer or to release the property.
2. In the event the Second Party exercises their right of first refusal, real estate taxes shall be prorated to the date of closing. Closing will be scheduled to occur within thirty (30) days of the date Second Party exercised their right of first refusal. The First Party shall pay all special assessments which are a lien on the real estate as of the date of exercising the right of first refusal. The First Party shall, at his expense, promptly obtain an updated abstract to the real estate. It shall show merchantable title in First Party in conformity with Iowa law and the Title Standards of the Iowa State Bar Association and, specifically, in conformity with Section 614.31, Code of Iowa. The abstract shall become the property of the Second Party when the purchase price is paid in full. First Party shall pay the costs of any additional abstracting and title work

due to any act or omission of the First Party, including transfers by or the death of the First Party and/or his assigns.

Upon payment of the purchase price, First Party shall convey the real estate to Second Party or their assigns, by Warranty Deed, free and clear of all liens, restrictions and encumbrances.

3. In the event, if no notice is provided within the specified time period, the right of first refusal is released.

4. This right of first refusal is binding upon the parties hereto, their heirs, successors in interest and assigns.

Dated the 10th day of Feb, 2022.

First Party:

Bradley W. DOMEYER
Bradley W. DOMEYER

JEANNIE M. DOMEYER
Jeannie M. DOMEYER

Second Party:

RICHARD J. DOMEYER
Richard J. DOMEYER

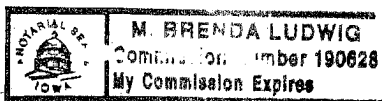
KAREN A. DOMEYER
Karen DOMEYER

STATE OF IOWA)

Dubuque COUNTY)

ss:

On this 10th day of February, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BRADLEY W. DOMEYER and JEANNIE M. DOMEYER, husband and wife to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



6-11-2024

M. Brenda Ludwig
Notary Public in and for said State

STATE OF IOWA)

Dubuque COUNTY)

SS:

On this 10th day of February, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RICHARD J. DOMEYER and KAREN DOMEYER, husband and wife, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



M. Brenda Ludwig
Notary Public in and for said State

6-11-2024