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Daneen Schindler, RECORDER/REGISTRAR DELAWARE COUNTY IOWA

Prepared by & Return to: Steven E. Carr, 117 S. Franklin St., PO Box 333, Manchester, Iowa 52057,(563) 927-4164 Grantor: Jonathon David Tegeler Grantee: Jason LeGassick Kayla Marie Tegeler Jodi LeGassick

## **Option to Purchase**

This agreement made and entered into this July day of April, 2023, by and between Jonathon David Tegeler and Kayla Marie Tegeler, husband and wife (Grantor) and Jason LeGassick and Jodi LeGassick (Grantee).

Witnesseth, that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, it is hereby agreed as follows:

1. Property Description. Grantor hereby grants to Grantee an Option to Purchase to purchase the following property located in Delaware County, Iowa subject to public highways:

> Parcel 'D' In The Northwest Fractional Quarter Of The Northwest Fractional Quarter Of Section 30, Township 89 North, Range 4 West Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2010, Page 1807

- 2. Option to Purchase If Grantor wishes to convey the real estate to any of Grantor's children, siblings or parents, Grantor may do so without the requirements set forth in this Option to Purchase. In the absence of such conveyance, the Option to Purchase shall be exercised as follows:
  - a. Grantor shall give Grantee written notice of Grantor's intent to sell all or a portion of the above described real estate. Grantee shall then have 10 days from the date of Grantor's notice to negotiate a selling price and enter into a purchase agreement.
  - b. If Grantor and Grantee are unable to agree on a purchase price within this 10 day period the parties shall jointly select and pay for a real estate appraisal to determine the potential purchase price. In the event the parties cannot jointly agree on an appraiser, Grantor and Grantee shall each select and pay for their own appraisal. The value of the real estate from these two appraisals will then be

averaged to determine the potential purchase price. If the two appraisals vary by more than 10%, Grantor shall have the right to reject both appraisals. Grantor and Grantee shall then each select a different appraiser and the values will be used as follows:

- 1) The highest and lowest values from the four appraisals will be disregarded.

  The remaining two appraisals will be averaged to determine the potential purchase price.
- c. Grantee shall have 30 days from the completion of the joint appraisal, or the completion of the independent appraisals, to determine if Grantee will purchase the real estate at the appraised value or average appraised value, and to enter into a purchase agreement.
- d. If Grantee does not enter into a purchase agreement within 30 days at the appraised value, or average appraised value, Grantee's Option to Purchase automatically shall lapse without further action and be of no further affect as to the property being offered for sale. Grantor may then offer to sell the real estate to any other person or entity at any time, including Grantee, on any terms Grantor deems appropriate.
- e. Upon the expiration of the Option to Purchase Term, or upon the lapse of this Option to Purchase due to Grantee not entering into a purchase agreement for all or part of the real estate as provided in this agreement, Grantee shall cooperate in the signing and filing of any documents necessary to show of record that this Option to Purchase is terminated and is of no further affect.
- 3. Option to Purchase Term. The "Option to Purchase Term" shall commence as of the date hereof and shall terminate at the earlier of midnight, October 14, 2035 or a lapse described in paragraph 2.d.
- 4. <u>Assignment and Binding Effect</u>. Grantee may assign this option to an immediate family member or members. This option shall be binding upon Grantor as well as the estate of the Grantor, those who may inherit the real estate through the Grantor's estate, and any child, sibling or parent holding title pursuant to a conveyance specified in paragraph 2 above.
- 5. <u>Amendment, Modification, and Waiver</u>. No amendment, modification, or waiver of any condition, provision, or term of this agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver.
- 6. <u>Iowa Law</u>. This agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

In witness whereof, the parties have caused this agreement to be executed to be effective the day and the year first set forth above.  Jonathon David Tegeler, Grantor  Kayla Marie Tegeler, Grantor
STATE OF IOWA, COUNTY OF DELAWARE
This record was acknowledged before me on
Jason LeGassick, Grantee  Jodia LeGassick, Grantee
STATE OF IOWA, COUNTY OF DELAWARE
This record was acknowledged before me on April 14, 2023 by Jason LeGassick and Jodie LeGassick.
STEVEN E. CARR Signature of Notary Public Signature of Notary Public October 30,2025