

Recorded: 8/1/2024 at 12:39:22.0 PM
County Recording Fee: \$12.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$15.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 1844

Prepared by & Return to: Carolyn C. Davis, Locher & Davis, PLC 225 1st Ave E, Dyersville, Iowa 52040 Phone: 563-875-9112

RIGHT OF FIRST REFUSAL AGREEMENT

This Right Of First Refusal Agreement is made on the 1st day of August, 2024, by and between Dale J. Jaeger and Marlene R. Jaeger, husband and wife, hereinafter "Grantees" and Scott H. Seiler and Stacey R. Aldrich, hereinafter "Grantors".

WHEREAS, Dale J. Jaeger and Marlene R. Jaeger, husband and wife, have agreed to sell and Scott H. Seiler, a single person and Stacey R. Aldrich, a single person, have agreed to buy the following described real property for \$56,800;

Parcel 2024-26 Part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twelve (12), Township Eighty-Seven North (T87N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2024, Page 838

WHEREAS, as part of the consideration for the sale and purchase of the property, Scott H. Seiler and Stacey R. Aldrich agreed to grant Dale J. Jaeger and Marlene R. Jaeger a Right of First Refusal to repurchase the property in the event Scott H. Seiler and Stacey R. Aldrich ever sell or otherwise transfer the property within 10 years of Dale J. Jaeger and Marlene R. Jaeger for the purchase price in the Real Estate Contract-Installment dated July 31, 2024, recorded August 1, 2024 in Book 2024, Page 1841 of the Delaware County Recorder's Office plus the cost of any real property improvements made to the property by Scott H. Seiler and Stacey R. Aldrich after the date of the purchase from Dale J. Jaeger and Marlene R. Jaeger;

NOW, THEREFORE, Dale J. Jaeger and Marlene R. Jaeger, Grantees and Sellers and Scott H. Seiler and Stacey R. Aldrich, Grantors and Buyers, agree as follows:

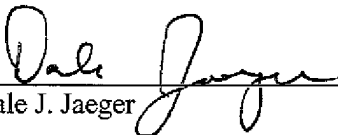
1. In the event the Grantors plan to sell or otherwise transfer the property legally described above, the Grantors agree to first grant the Grantees, or the survivor, the right to purchase the entire parcel legally described above the purchase price in the Real Estate Contract-Installment dated July 31, 2024, recorded August 1, 2024 in Book 2024, Page 1841 of the Delaware County Recorder's Office plus the cost of any real property improvements made to the property during the period of time the Grantors have owned the property. If the Grantors receive a bona fide offer for the purchase of any or all of the Real Property that the Grantors intend to accept, then the Grantees shall first have the right to purchase such Real Property at the price and on the terms so stated above. In the event the Grantors receive an offer for the Real Property, or any part of the Real Property, which the

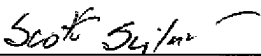
Grantors intend to accept, the Grantors shall first give written notice to the Grantees that the Grantors have received such an offer and that they intend to accept the offer unless Grantees, or either of them, exercise this Right of First Refusal. The Grantors shall furnish a true, correct and complete copy of the offer to the Grantees with such written notice. The Grantees shall then have thirty (30) business days from receipt of such written notice in which to exercise this Right of First Refusal. The Grantees shall exercise this Right of First Refusal, if at all, by giving written notice of such exercise to the Grantors within said thirty (30) business day period. If the Grantees fail to exercise this Right of First Refusal within the time frame after notice is given, the Grantors may proceed to sell the property that is the subject of such offer according to the terms and conditions of the offer and the Grantees shall have no further interest or right with respect to that part of the Real Property which was the subject of the bona fide offer. If the Grantors fail to close on any such bona fide offer, this Right of First Refusal shall remain in full force and effect for the Real Property which was the subject of the bona fide offer.

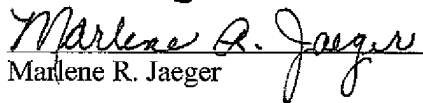
If the Grantees do not exercise the Right of First Refusal with respect to any particular offer, the Grantees hereby agree to acknowledge, in writing, their non-exercise of the Right of First Refusal.

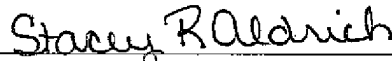
2. This Right of First Refusal shall terminate upon agreement of the parties or upon the second to die of Dale J. Jaeger and Marlene R. Jaeger.

Agreed to this 31st day of July, 2024.


Dale J. Jaeger

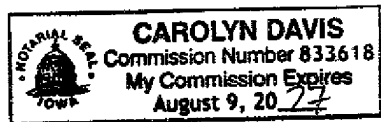

Scott H. Seiler



Marlene R. Jaeger


Stacey R. Aldrich

STATE OF IOWA, COUNTY OF DUBUQUE

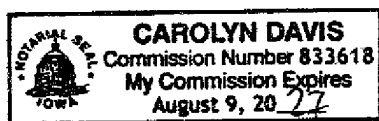
This record was acknowledged before me on July 31, 2024 by Dale J. Jaeger and Marlene R. Jaeger, husband and wife.

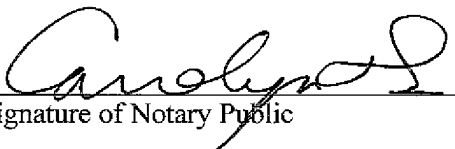



Signature of Notary Public

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on July 31, 2024 by Scott H. Seiler, a single person, and Stacey R. Aldrich, a single person.




Signature of Notary Public