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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

Prepared By and Return To: Samuel M. DeGree, 300 Main Street, Suite 323, Dubuque, IA 52001 (563) 582-2000

### AFFIDAVIT EXPLANATORY OF TITLE

Re: Parcel 2018-69 Part of a parcel of ground located in the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-Five (25), Township Eighty-Nine North (T89N), Range 3 West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, as described by Deed recorded in Land Deeds Book 121, Page 3 in the Office of the Delaware County Recorder, according to plat recorded in Book 2018 Page 2042.

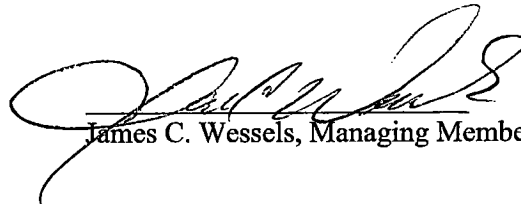
STATE OF IOWA )  
COUNTY OF Dubuque ) ss:

I, James C. Wessels, being first duly sworn on oath, depose and state as follows:

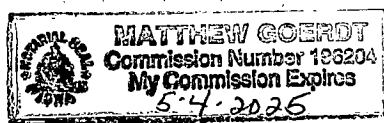
1. I am the Managing Member of JCDUB, LLC, which conveyed the above-described real estate to Randy A. & Kathy J. Feldmann by Warranty Deed filed September 13, 2018 in Book 2018 Page 2598 in the records of the Delaware County Recorder.

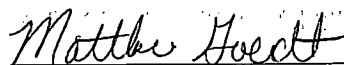
2. Randy A. & Kathy J. Feldman granted to JCDUB, LLC a Right of First Refusal regarding the above-described property in the purchase agreement governing the above-described conveyance. A copy of the clause granting such Right of First Refusal is attached hereto for reference. JCDUB, LLC is described as "Seller" and Randy A. & Kathy J. Feldman are described as "Buyer" in the purchase agreement and attached addendum.

Further Affiant sayeth not.

  
James C. Wessels, Managing Member of JCDUB, LLC

Subscribed and sworn to before me this 21st day of January, 2025



  
Notary Public in and for State of Iowa

Additional Provisions - OTHER INFORMATION - Addendum

1. Sale is contingent upon the replatting of adjacent property owned by the Seller and necessary approval by city/county zoning authorities.
2. Buyer will grant a utility easement/agreement for electrical and water services from property being purchased to Sellers two parcels of land per attached plat notes. Water to serve a barn only. If any other structure is added on Seller's adjoining lot, Seller will be responsible for providing own water and electricity from another source. The fee for water and electrical to be mutually determined and agreed upon by the parties.
3. Sewer Inspection, if required, to be conducted within 30 days of acceptance of offer.
4. In the event of future sale or any other disposition of the above real estate the Buyer grants the Seller the "Right of First Refusal". In the event that Buyer receives a bona fide offer from a third party to purchase, or if Buyer intends to communicate a third party an offer to sell all or any portion of the above described real estate, the Buyer shall first communicate the terms of such offer to the Seller and offer to sell such property to the Seller upon the same terms and conditions, including any financing terms. The Seller shall have thirty (30) days from the receipt of said notice from Buyer to accept said offer in writing. If Seller fails to exercise such right of first refusal within the stated time, Buyer may sell the above described real estate (or the applicable portion thereof); however, if the terms of the sale change or if the property has not been sold (or title transferred) within ninety (90) days of the date from Buyer's written notice to Seller, any such sale and transfer of title shall again be subject to Seller's right of first refusal. Seller's right of first refusal shall continue in effect as to any subsequent proposed sale by Buyer. Nothing in this paragraph shall prevent Buyer and Seller from negotiating mutually agreeable terms for the sale of the above described property irrespective of whether there is interest shown by a third party.

PROVISION #4 → TERMINATES UPON FIMS DEATH.

FUSSELL Randy J. Edm.

PROVISION #2 → IF WATER LINE OR ELECTRICAL LINE BREAKS ON FIMS PROPERTY HE WILL BE RESPONSIBLE FOR THE REPAIR

FUSSELL Randy J. Edm.