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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By &

Return To: Jane E. Hanson, 401 East Main Street, Manchester, Iowa (563) 927-5920

<u>Individual's Name</u>	<u>Street Address</u>	<u>City</u>	<u>Phone</u>
Jane E. Hanson, AT0012697			

SPACE ABOVE THIS LINE
FOR RECORDER

RIGHT OF FIRST REFUSAL

This Agreement made on this 23rd day of April, 2025 by and between Kevin J. Graybill and Ronda S. Graybill, husband and wife, (hereinafter First Party) and Brian J. Graybill, a single person, (hereinafter Second Party).

WHEREAS, First Party owns the following described real estate:

Parcel 2024-55, Part of Parcel N in the SW1/4 – SW1/4, Section 33, T89N, R5W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2024, Page 1576; AND the East thirty three (33) feet of the North five (5) acres of the East one-half (E ½) of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M.

AND WHEREAS, Second Party owns the following described real estate:

Parcel 2024-56, Part of Parcel N in the SW1/4 – SW1/4, Section 33, T89N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 1576

AND WHEREAS, each Party has agreed to grant on to the other Party a Right of First Refusal in the event of the sale of all or any subdivided portion of their respective parcels of real estate.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration and in consideration of the provisions of this Right of First Refusal the parties agree as follows:

1. If at any time Second Party should receive an offer for the sale of all or any portion of Second Party's real estate, he shall provide First Party with copy of the accepted third party offer that he wishes to accept within three (3) days after receipt of such offer. After presentation of the offer, First Party shall have ten (10) days to exercise their right of first refusal with written notice to Second Party or the right expires and has no further effect. If First Party exercises their right, the sale of the real estate from Second Party to First Party must occur within sixty (60) days of the date of the written notice under the same terms and conditions as stated in the third party offer. If First Party does not exercise their right of first refusal, First Party agrees to execute any documents required by the third party to clear title of the real estate. Said Right shall not be transferrable or assignable.

2. If at any time First Party should receive an offer for the sale of all or any portion of First Party's real estate, they shall provide Second Party with copy of the accepted third party offer that they wish to accept within three (3) days after receipt of such offer. After presentation of the offer, Second Party shall have ten (10) days to exercise his right of first refusal with written notice to First Party or the right expires and has no further effect. If Second Party exercises his right, the sale of the real estate from First Party to Second Party must occur within sixty (60) days of the date of the written notice under the same terms and conditions as stated in the third party offer. If Second Party does not exercise his right of first refusal, Second Party agrees to execute any documents required by the third party to clear title of the real estate. Said Right shall not be transferrable or assignable.

3. The Parties may at any time mortgage or encumber their right, title or interest in the above-described real estate, or renew or extend any existing mortgage for any amount.

4. First Party and Second Party agree that in the performance of each part of this Right of First Refusal, time shall be of the essence.

5. First Party and Second Party agree that this Right of First Refusal contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by First Party and Second Party.

6. This Right of First Refusal and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Iowa.

7. First Party and Second Party agree that if any provision of this Right of First Refusal, or the application of such provision to any person or circumstance, shall be held invalid or unenforceable, the remainder of this Right of First Refusal, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

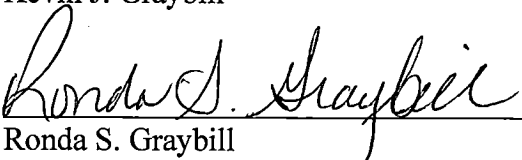
8. This Right of First Refusal shall apply to and bind the heirs, successors in interest and assigns of the parties.

9. The parties agree that this Right of First Refusal shall be in effect for ten (10) years from the date of signing.

First Party

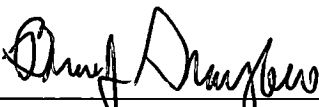


Kevin J. Graybill



Ronda S. Graybill

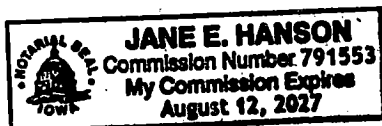
Second Party

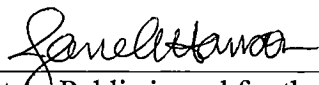


Brian J. Graybill

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

On this 23rd day of April, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin J. Graybill and Ronda S. Graybill, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

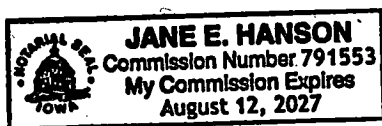


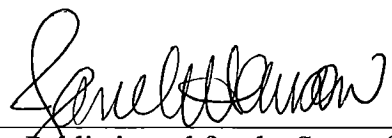


Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 23rd day of April, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian J. Graybill, a single person, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.





Notary Public in and for the State of Iowa