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**Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA**

Prepared By & Return To: Carr & Carr Attorney's, PO Box 333, Manchester, Iowa 52057 (563) 927-4164

RIGHT OF FIRST REFUSAL AGREEMENT

11 This Right of First Refusal Agreement ("Agreement") is made and entered into this day of June, 2026, by and between Randy James Thompson, ("Grantor") and James B. Harbach, ("Grantee").

RECITALS

A. Grantor is the titleholder to the following described real estate located in Delaware County, Iowa:

Lot Six (6) of Harbach Subdivision, a subdivision in the NE¼ and in the NE¼ of the SE¼ of Section 14, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2024, Page 562

AND

Lot Three (3) of Petlon First Subdivision of the NW¼ of the SW¼ of Section 13, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 5, Plats, Page 85

(hereinafter referred to as the "Real Estate");

B. Grantor desires to grant a right of first refusal with regard to any sale of the Real Estate to Grantee, and Grantee desires to accept such right of first refusal for any sale of the Real Estate; and,

C. The parties desire to reduce their agreement to writing.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree upon the following mutual terms and conditions:

AGREEMENT

1. **GRANT OF RIGHT OF FIRST REFUSAL.** Grantor hereby grants to Grantee, and Grantee hereby accepts from Grantor, a right of first refusal with regard to the Real Estate for a period of 10 years from the date Grantor acquires title to the Real Estate, as follows:

If Grantor receives a bona fide offer from a third party to purchase the Real Estate, Grantor shall give notice in writing to Grantee stating the price and terms upon which the Real Estate is proposed to be purchased via the bona fide offer from the third party, and Grantor shall provide a copy of such offer to Grantee. Grantee shall have the right to purchase the Real Estate at the price and on the terms so stated, except as otherwise provided herein. If Grantee does not so elect to purchase the Real Estate within 30 days from the date on which Grantees receive written notice as set out above, then Grantor shall have the right to sell the Real Estate at not less than the price so stated and not on terms more favorable to the third party; thereafter, Grantee shall no longer have a right of first refusal hereunder. If Grantee matches the bona fide third party offer by notice in writing to Grantor within 30 days of Grantee's receipt of such written notice, then Grantor shall proceed to continue the abstract and proceed to closing following the procedure and within the time as described in paragraph 3 below. A "bona fide" third party offer for these purposes shall be a written offer to purchase the Real Estate from a buyer with the documented wherewithal (e.g., bank letter) to afford such purchase and to pay the purchase price in a timely fashion.

2. **EXCEPTIONS TO RIGHT OF FIRST REFUSAL.** If Grantor gives, sells or bequeaths the Real Estate, or any part thereof, to his children (or any combination thereof), this Agreement shall not apply to such gift(s), sale(s) or bequest(s); however, upon such gift(s), sale(s) or bequest(s), this Agreement shall apply to Grantor's children's interest in the Real Estate, except for subsequent transfers solely among themselves and not their successors in interest.

3. **CLOSING UPON EXERCISING RIGHT.** Upon Grantee exercising right of first refusal herein, Grantor, at their expense, shall promptly continue and pay for the abstract of title to the Real Estate continued through a date not more than thirty (30) days prior to the closing date stated in the notice of the exercise of the option. The proposed closing date shall be no later than sixty (60) days after the written exercise of the option. Such abstract shall show merchantable title in Grantor in conformity with the Iowa Land Title Standards of the Iowa State Bar Association.

The abstract shall become the property of Grantee when the purchase price is paid in full. Grantor shall pay costs of additional abstracting or title work due to acts or omissions of Grantor and shall be responsible for prorated real estate taxes, real estate transfer tax and other normal seller expenses for real estate closings in Delaware County, Iowa.

Upon payment of the purchase price, Grantor shall convey the Real Estate to Grantee by Warranty Deed, free and clear of all liens, restrictions and encumbrances.

4. **NOTICE.** Any notice required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

- (a) If to Grantor:
Randy James Thompson

2449 210th Avenue
Delhi, Iowa 52223

- (b) If to Grantees:
James B. Harbach
17740 221st St.
Manchester, Iowa 52057

or such other address or person as hereafter shall be designated by the applicable party or last known address if known to be different than stated above.

5. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Time is of the essence with respect to this Agreement. This Agreement constitutes the entire understanding of the parties with regard to the specific subject matter hereof (i.e., right of first refusal). This Agreement shall not be changed, modified or amended, except in writing, signed by the party to be charged and this Agreement may not be discharged except by performance in accordance with its terms. This Agreement shall run with the land and future owners shall be bound by the terms herein except as herein provided.

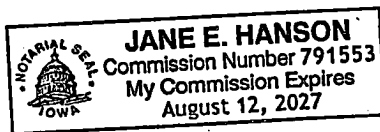
IN WITNESS WHEREOF, the parties have signed this Agreement the date and year as set forth in the acknowledgments below.

Randy James Thompson
Randy James Thompson, Grantor

James B. Harbach
James B. Harbach, Grantee

STATE OF IOWA, COUNTY OF DELAWARE

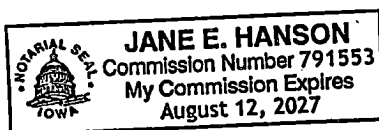
This record was acknowledged before me on June 11, 2026 by
Randy James Thompson.



Jane E. Hanson
Signature of Notary Public

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on June 11, 2026 by
James B. Harbach.



Jane E. Hanson
Signature of Notary Public