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Tx:4121827

2019-07000
SCOTT JUDD
CLINTON COUNTY RECORDER
CLINTON, IA
RECORDED ON
10/17/2019 09:48:11 AM
RECORDING FEE 12.00

Prepared by/Return to: Jennifer Condon, 610 9th Street, DeWitt, Iowa 52742 (563) 659-3294

RIGHT OF FIRST REFUSAL AGREEMENT

This Right of First Refusal Agreement ("Agreement") made this 26 day of September, 2019 between and among Natalie G. Heiar (Grantor), and Adam Ploog (Grantee).

Grantee is the current tenant of real estate owned by Grantor legally described as: The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22; the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, that part of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 15 lying north of the road; the west 18 acres of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and that part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying east of said 18 acres and the south of the road, all in section 14; all of said land being in township 83 north, range four east of the 5th P.M. Clinton County, Iowa.

Grantee has performed certain improvements upon the land, including not limited to, tiling, fencing, dozer work and in consideration thereof, Grantor would grant a right of first refusal to the grantee to purchase all of Grantor's right, title and interest in and to the real property described herein.

Therefore, the parties agree to the following:

Grantors do hereby grant unto Grantee, a right of first refusal to purchase all of Grantors right, title and interest in and to the real property described herein.

Should Grantor desire to sell the property, Grantee shall have the first right to purchase the property at a price which shall be based upon fair market value as determined by an certified appraiser chosen by the parties herein. If the parties cannot agree to an appraiser, then each party shall retain its own and the purchase price shall be the average of the two appraisals.

Should Grantor receive a bona fide written offer from any third party to purchase the property, or any portion thereof, which is subject to this First Refusal Right, which Grantor desires to accept, Grantee may elect to purchase the Property, or the applicable portion thereof, at the price and on the terms and conditions (except for the time within which to close the transaction) as are contained in the written offer. Grantor shall give notice to Grantee, including delivery to Grantee of a true and exact copy of the written offer, and allow Grantee thirty (30) calendar days subsequent to Grantee's receipt of such notice within

which Grantee may elect to purchase the Property, or the applicable portion thereof, from Grantors. In the event Grantee elects to purchase the property within the 30 day period, Grantors shall sell the Property to Grantee at the price and on the same terms and conditions as are contained in the written offer, except Grantee shall not be required to close the transaction prior to sixty (60) days following the expiration of the aforesaid thirty day period.

Should Grantee, by written notice to Grantor, elect not to exercise its right to purchase or should Grantee fail to notify Grantors of its election to purchase within the thirty (30) day period, then Grantors shall be free to consummate the sale of the property to the third party submitting the written offer upon the same material terms and conditions contained within said offer and this First Right of Refusal shall be of no further force and effect. Additionally, Grantee shall execute any quit claim deed, if requested, to release any right or claim Grantee may have upon the property.

If the written offer should be substantially modified, Grantors shall provide written notice of such to Grantee and Grantee and Grantors shall follow the provisions of this agreement requiring notice to Grantee and opportunity for Grantee to purchase the property pursuant to the modified terms.

If the sale should not occur, this First Right of Refusal shall remain in full force and effect with the same terms and conditions as set forth herein.

Grantor is not obligated to sell the property nor obligated to disclose to Grantees any offer Grantor may receive which Grantor does not accept or intend to accept.

This Right is assignable by Grantee to Grantee's father only.

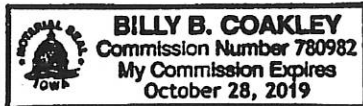
This Agreement shall be binding upon and inure to the benefit of Grantors, Grantee and their respective successors and assigns, if any. This right of first refusal shall only be valid during the Grantor's lifetime and 6 months after her date of death.

Natalie G. Heiar
Natalie G. Heiar (Grantor)

Adam Ploog
Adam Ploog (Grantee)

STATE OF IOWA, COUNTY OF CLINTON ss:

This record was acknowledged before me on 09/26 2019, by Natalie G. Heiar.



[Signature]
Signature of Notary Public

STATE OF IOWA, COUNTY OF CLINTON ss:

This record was acknowledged before me on 9.26 2019, by Adam Ploog.



[Signature]
Signature of Notary Public