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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: Marc W. Casey, 225 1st Ave E, Dyersville, IA 52040 (563) 875-9112
Return To and Tax Statement: Ronald and Mary Vorwald, 3254 245th St, Worthington, IA 52078

MANURE, LAND USE AND EASEMENT AGREEMENT

This Agreement entered into this 12th day of April, 2017, by and between Ronald J. Vorwald and Mary L. Vorwald, husband and wife, (Vorwald), and Top R Farms, LLC, (Top R).

The parties agree as follows:

1. That Vorwalds are the owners of the SW¼ of the SW¼ of Section 11, Township 88 North, Range 3 West of the 5th P.M., except Parcel 2017-10 Part of the SW¼ of the SW¼ of Section 11, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2017, Page 582.

2. Top R is the owner of Parcel Parcel 2017-10 Part of the SW¼ of the SW¼ of Section 11, Township 88 North, Range 3 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2017, Page 582.

3. Top R shall use its property only for the construction and operation of a 2400 head hog finishing building and a storage building for equipment.

4. Top R grants unto Vorwalds the first right to all manure from the hog finishing building. This right shall be valid for a term of 30 years from completion of and occupancy of the finishing building for the one time price of $40,000.00, receipt of which is hereby acknowledged. Vorwalds agree that they will use said manure only on land owned or operated by them, and will provide Top R with notice by September 1, of each year of their intent to remove or not remove manure for the following one year period. In the event Vorwalds do not exercise their right to the manure for any one year period, they may reassert that right for any of the following periods by giving notice by September 1st of their intent to take the manure for the following one year period.

5. The parties agree that Vorwalds may, as long as this agreement is in effect, farm that portion of Top R's property that is not being used by Top R. Said farming will not interfere with Top R's intended use of its property.

6. Top R grants Vorwalds for the term of this agreement, a non-exclusive easement to use the driveway to be constructed on its property.

7. If at any time during the term of this agreement Top R receives an offer to purchase either said property or the entity which owns said property, then in that event, Vorwalds shall have a right of first refusal to purchase said property on the same terms and conditions. Vorwalds shall have 30 days from receipt of written notice of said sale to exercise this right of first refusal.

8. This Agreement shall be binding on the parties, their heirs, successors and assigns.

SELLERS

Ronald J. Vorwald

Mary L. Vorwald

BUYER

TOP R FARMS, LLC

By: Robert Fangman

Robert Fangman, Manager

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on April 12, 2017, by Ronald J. Vorwald and Mary L. Vorwald.

NOTARIAL SEAL IOWA

MARC W. CASEY
COMMISSION # 011508
MY COMMISSION EXPIRES
5-7-17

Signature of Notary Public

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on April 12, 2017, by Robert Fangman as Manager of Top R Farms, LLC.

NOTARIAL SEAL IOWA

MARC W. CASEY
COMMISSION # 011508
MY COMMISSION EXPIRES
5-7-17

Signature of Notary Public