**Recorded: 11/3/2020 at 2:07:25.0 PM**
**County Recording Fee: $12.00**
**Iowa E-Filing Fee: $3.00**
**Combined Fee: $15.00**
**Revenue Tax:**
**Delaware County, Iowa**
**Daneen Schindler RECORDER**
**BK: 2020 PG: 3945**

Prepared by & Return to: George Davis, P.O. Box 304, Dyersville, Iowa 52040-0304 Phone: 563-875-9112

# Manure Agreement and Right of First Refusal

## MANURE AGREEMENT

This Agreement is entered into this 28 day of October, 2020, by and between Klostermann Bros, Inc. (hereinafter "Klostermann") and Hilltop Pork, Inc. (hereinafter "Hilltop").

1) Klostermann Bros, Inc. will operate a hog feeding facility located on Parcel 2020-71 In Part Of The Northwest Fractional Quarter Of The Northwest Fractional Quarter Of Section 6, Township 89 North, Range 3 West Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2020, Page 2654. This facility will generate hog manure which will be stored on site at the facility.

2) For good and valuable consideration previously acknowledged and in accordance with the terms of Klostermann's purchase of the above-described land for the hog feeding facility from Hilltop, Klostermann hereby grants Hilltop, its successors, heirs and assigns, all manure generated by the hog feeding facility referenced above and Hilltop agrees to take all such manure. The manure shall be provided from Klostermann to Hilltop at no cost and Hilltop shall bear all costs of manure removal and application. In the event that Hilltop does not timely remove manure from the facility, Hilltop's rights to such manure shall terminate.

3) Hilltop shall give Klostermann no less than 72 hours' notice of their intention to remove manure to provide Klostermann adequate time to prepare the facility. Hilltop agrees to annually or more frequently remove the manure from the site to prevent excess manure accumulation at the site greater than the capacity of the site.

4) Each party shall be responsible for compliance with all rules and regulations that apply to their specific operation; i.e., Klostermann shall be responsible for all rules and regulations that apply to the operation of the facility and Hilltop shall be responsible for all rules and regulations that apply to the removal, transport and allocation of the manure.

5) This agreement shall be binding on the parties, their successors, heirs and assigns.

# RIGHT OF FIRST REFUSAL

Hilltop Pork, Inc. shall retain a right of first refusal to purchase Parcel 2020-71 In Part Of The Northwest Fractional Quarter Of The Northwest Fractional Quarter Of Section 6, Township 89 North, Range 3 West Of The 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2020, Page 2654 in the event that it is ever transferred by Klostermann Bros, Inc. Notice of any potential sale or transfer of Parcel 2020-71 shall be given to Hilltop Pork, Inc. who shall then have 30 days to purchase Parcel 2020-71 under the same terms.

Agreed to this 28th day of October, 2020.

HILLTOP PORK, INC.

By Randy Loesche
Randy Loesche, President

KLOSTERMANN BROS, INC.

By Bruce Klostermann
Bruce Klostermann, President

This record was acknowledged before me by Randy Loesche, President, of Hilltop Pork, Inc., this 28th day of October, 2020.

GEORGE A. DAVIS
Commission Number 800975
My Commission Expires
December 28, 2022

Notary Public in and for the State of Iowa

This record was acknowledged before me by Bruce Klostermann, President, this 28th day of October, 2020.

Notary Public in and for the State of Iowa

GEORGE A. DAVIS
Commission Number 800975
My Commission Expires
December 28, 2022