



Book 2019 Page 1330

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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

Individual's Name	Street Address	City	Phone
Jane E. Hanson, AT0012697			

SPACE ABOVE THIS LINE
FOR RECORDER

RIGHT OF FIRST REFUSAL

This Agreement made on this 31 day of May, 2019 by and between MAP Pork, LLC, (hereinafter First Party) and Horton Family Trust B, Kimberly G. Horton Trust and Kelley D. Crock Trust, (hereinafter Second Party).

WHEREAS, First Party has purchased from Second Party certain real estate legally described as:

Parcel 2019-20, Part of Parcel B, in the Southeast Quarter of the Southeast Quarter Section 18, Township 88 North, Range 6 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2019, Page 879, as supplemented by an Affidavit filed on May 2, 2019 in Book 2019 at page 967 ; AND Parcel C in the SE ¼ SE ¼ Section 18 Township 88 North, Range 6 West, Delaware County, Iowa according to plat recorded in Book 2008, Page 3883

("First Party's Property");

AND, as part of the consideration for the purchase of First Party's Property, First Party has agreed to grant on to Second Party a Right of First Refusal in the event of the sale of all or any portion of First Party's Property.

AND WHEREAS, as part of the consideration for the sale of said real estate Second Party has agreed to grant on to First Party a Right of First Refusal in the event of the sale of all or any subdivided portion of the following described real estate:

Parcel 2019-22, Part of Parcel B, in the Southeast Quarter of the Southeast Quarter Section 18, Township 88 North, Range 6 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2019, Page 879, as supplemented by an Affidavit filed on May 2, 2019 in Book 2019 at page 967

("Second Party's Property")

① Copy
Jan Hanson

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

1. If at any time First Party should receive an offer for the sale of any portion of First Party's Property, it shall provide Second Party with copy of the third party offer, (excluding a transfer to Mitchell J. Peyton or Angela M. Peyton), that it wishes 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 its right of first refusal with written notice to First Party or the right expires and has no further effect. If Second Party exercises its 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 their 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 of First Refusal shall not be transferrable or assignable by Second Party except to the beneficiaries thereof and their lineal descendants.

2. If at any time Second Party should receive an offer for the sale of all or any portion of Second Party's Property, Second Party shall provide First Party with copy of the third party offer that Second Party 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 his right of first refusal with written notice to Second Party or the right expires and has no further effect. If First Party exercise its 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 its right of first refusal, First Party agrees to execute any documents required by the thirty party to clear title of the real estate. Said Right shall not be transferrable or assignable, except to Mitchell J. Peyton or Angela M. Peyton.

3. First Party and Second Party agree that they 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.

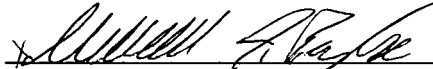
5. First Party and Second Party agree that this Right of First Refusal contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by First Party and Second Party.

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.

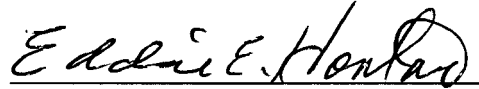
First Party

MAP Pork, LLC

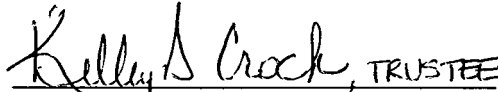

By: Mitchell J. Peyton, member-manager

Second Party

Horton Family Trust B


By: Eddie E. Horton, Trustee *Trustee*

Kimberly G. Horton Trust

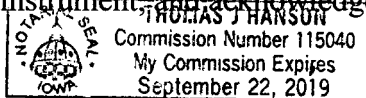

By: Kelley D. Crock, Trustee

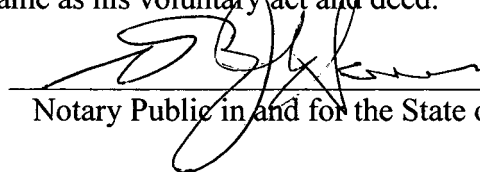
Kelley D. Crock Trust


By: Kimberly G. Horton, Trustee

STATE OF IOWA)
) ss:
COUNTY DELAWARE)

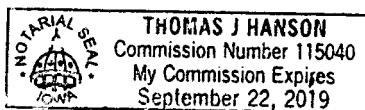
On this 31 day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mitchell J. Peyton, as member-manager of MAP Pork, LLC, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

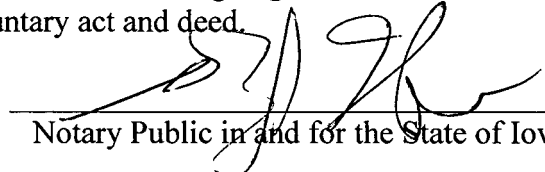



Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY Delaware)

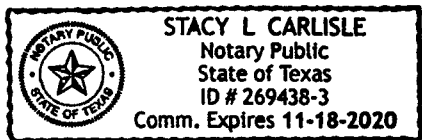
On this 31 day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Kelley D. Crock, as Trustee of Kimberly G. Horton Trust, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.




Notary Public in and for the State of Iowa

STATE OF TEXAS)
) ss:
COUNTY Ellis)

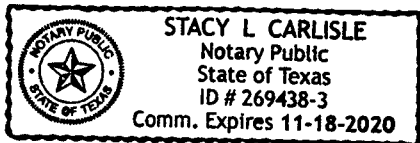
On this 28 day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Eddie E. Horton, as Trustee of Horton Family Trust B, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Stacy L Carlisle
Notary Public in and for the State of ~~Iowa~~ Texas

STATE OF TEXAS)
) ss:
COUNTY Ellis)

On this 28 day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Kimberly G. Horton, as Trustee of the Kelley D. Crock Trust, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Stacy L Carlisle
Notary Public in and for the State of ~~Iowa~~ Texas