DELAWARE COUNTY IOWA
FILED
2004 DEC 28 AM 9:26
BOOK 2004 PAGE 4807
DEBORAH L. FRYDAL
DELAWARE CO. RECORDER
30.00

PREPARED BY: William E. Scanlan, 1200 Main St., Suite 3500, Kansas City, Mo. 64105 816-374-3200

RECIPROCAL EASEMENT

THIS RECIPROCAL EASEMENT (this "**Easement**") is made and entered into as of the 17th day of December, 2004, by and between CROP PRODUCTION SERVICES, INC., a Delaware corporation, at 2084 Windish Drive, P.O. Box 1467, Galesburg, Illinois ("**CPS**"), and KLOSTERMANN BROS., INC., an Iowa corporation ("**Klostermann**").

WITNESSETH:

WHEREAS, Klostermann is the owner of that certain parcel of land located in Earlville, Delaware County, Iowa, legally described as follows (the "**Klostermann Parcel**"):

> Commencing at the Northwest corner of the Southwest Quarter (SW ¼) of Section Twenty-One (21), Township Eighty-Nine North (T89N), Range Three West (R3W) of the Fifth P.M., Delaware County, Iowa, thence South 696.09 feet along the west line of the Southwest Quarter (SW ¼) of said Section Twenty-One (21) to the point of beginning, thence North 80°-58′-10″ East 559.65 feet, thence South 30°-56′-40″ East 101.54 feet, thence South 50°-47′-30″ West 120.00 feet, thence South 39°-12′-30″ East 125.00 feet, thence North 50°-47′-30″ East 91.88 feet, thence South 11°-46′-40″ East 172.31 feet, thence South 63°-58′-50″ West 227.38 feet, thence North 40°-30′-00″ West 221.12 feet, thence South 80°-59′-30″ West 353.75 feet to the west line of the Southwest Quarter (SW ¼) of said Section Twenty-One (21), thence North 269.56 feet along said west line to the point of beginning, said parcel containing approximately 4.55 acres subject to road right of way, easements shown on the plat, and easements of record. The West line of the Southwest Quarter (SW ¼) of said Section Twenty-One (21) is assumed to bear North and South.

WHEREAS, CPS is the owner of that certain parcel adjacent to the Klostermann Parcel, legally described below, and as shown on that certain Plat of Survey recorded in Delaware County, Iowa on November 15, 2004 in Book 2004, Page 4283 (the "**Plat**"), which is attached hereto as Exhibit A, and which parcel is labeled as "Parcel A" (the "**CPS Parcel**"):

> Parcel A, a Division of Lot 1 of the Southwest Quarter (SW 1/4), Section Twenty-one, Township Eighty-Nine North, Range Three West of the Fifth Principal Meridian, Delaware County, Iowa, according to the plat recorded in Book 2004, Page 4283.

WHEREAS, Klostermann desires to use that portion of the CPS Parcel legally described below and as shown on the Plat and labeled "Easement B" (the "**Turnaround Easement**") for the benefit of Klostermann for the purpose of permitting Klostermann's vehicles to swing wide to the south before turning north to access the corn bins on the Klostermann Parcel ("**Klostermann's Purpose**"), and CPS desires to grant an easement to Klostermann for Klostermann's Purpose over and across the Turnaround Easement, as more fully set forth in this Easement:

> EASEMENT B – A 30.0' wide access and Utility easement is created across Parcel A for the benefit of Lot One (1) of the Southwest Quarter (SW1/4), Section Twenty-one (21), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, as recorded in the Office of the Delaware County Recorder in Book 5, Page 112.

WHEREAS, CPS desires to use that portion of the Klostermann Parcel legally described below and as shown on the Plat and labeled "Easement A" (the "**Access Easement**") for the benefit of CPS for the purpose of pedestrian and vehicular access, ingress to and egress from the CPS Parcel and adjacent public rights of way ("**CPS' Purpose**") and Klostermann desires to grant an easement to CPS for CPS' Purpose over and across the Access Easement, as more fully set forth in this Easement:

> EASEMENT A – A 25.0' wide access and Utility easement is created across Lot One (1) of the Southwest Quarter (SW1/4), Section Twenty-one (21), Township Eighty-nine North (T89N), Range Three West (R3W) of the Fifth Principal Meridian, Delaware County, Iowa, as recorded in the office of the Delaware County Recorder in Book 5, Page 112, for the benefit of Parcel A.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. CPS Grant. CPS hereby grants to Klostermann a perpetual, non-exclusive easement in favor of and appurtenant to the Klostermann Parcel over, in, upon and across the Turnaround Easement. The Turnaround Easement is only for Klostermann's Purpose, and for Klostermann's agents, employees, tenants, invitees, customers, visitors and contractors in over and across the Turnaround Easement. None of those persons using the Turnaround Easement may use it for the parking of vehicles.

3. Klostermann Grant. Klostermann hereby grants to CPS a perpetual, non-exclusive easement in favor of and appurtenant to the CPS Parcel over, in, upon and across the

Access Easement. The Access Easement is only for CPS' Purpose, and for CPS' agents, employees, tenants, invitees, customers, visitors and contractors in over and across the Access Easement. None of those persons using the Access Easement may use it for the parking of vehicles. The parties shall maintain in good condition that portion of the Access Easement lying on their respective property.

4. Use of Easement Tracts. At all times during term of this Easement, each party shall use the respective easement granted to it hereby in such a way that same shall not unreasonably interfere with the normal and customary use of the other's parcel by the party owning that parcel, or its agents, employees or contractors.

5. Reservation for Grantor. Each party hereby reserves all rights of ownership in and to the parcel its respectively owns which are not inconsistent with this Easement. Each party hereby further reserves the right to use its own parcel for all uses not interfering with the use permitted other party hereunder.

6. Utility Easement. The parties agree and acknowledge that the easements granted hereby are the only easements granted, and any reference to the grant of a "utility easement" in the Plat or in the legal description of either the Turnaround Easement or the Access Easement was not an additional grant of an easement that did not already exist at the time or recording of the Plat.

7. Authority To Sign. Each party hereby represents and warrants to the other that the person or entity signing this Easement on behalf of such party is duly authorized to execute and deliver this Easement and to legally bind the party on whose behalf this Easement is signed to all of the terms, covenants and conditions contained in this Easement. The parties further acknowledge and agree that all consents and approvals have been obtained by said parties to execute and enter into this Easement.

8. Covenants Run With the Land. This Easement and the covenants herein shall run with the land and shall be binding on all persons and entities who shall come into ownership or possession of the property subject to this Easement.

9. Successors and Assigns. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[remainder of this page is intentionally left blank--signatures appear on following page]

EXECUTED as of the day and year first above written.

CPS:

CROP PRODUCTION SERVICES, INC.,
a Delaware corporation

By: _____
Thomas E. Warner, Vice President

KLOSTERMANN:

KLOSTERMANN BROS., INC.,
an Iowa corporation

By: _____
Name: Bruce Klostermann
Its: President

STATE OF ILLINOIS)
)SS.
COUNTY OF KNOX)

The foregoing instrument was acknowledged before me this 17th day of December, 2004, by Thomas E. Warner, as Vice President of CROP PRODUCTION SERVICES, INC., a Delaware corporation, on behalf of the corporation.

OFFICIAL SEAL
TINA DENISE BURNS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/14/05

_____
Notary Public, Knox County, Illinois
My commission expires: 11-14-05

STATE OF IOWA)
)SS.
COUNTY OF DUBUQUE)

The foregoing instrument was acknowledged before me this ~~17th~~ 21st day of December, 2004, by Bruce Klostermann, President of Klostermann Bros, Inc., on behalf of said corporation.

TOM JENK
Commission Number 203901
SEP 15, 2006

_____
Tom Jenk
Notary Public, Dubuque County, ~~Illinois~~ Iowa
My commission expires: 9/15/06

EXHIBIT A

The Plat

[to be attached]

DELAWARE COUNTY IOWA
FILED
2004 NOV 15 PM 3:11
BOOK 2004 PAGE 4283
DEBORAH L. FLYTON
DELAWARE CO. RECORDER
$12.00

NOV 15 2004
JOHN R. KLAUS
DELAWARE COUNTY ASSESSOR

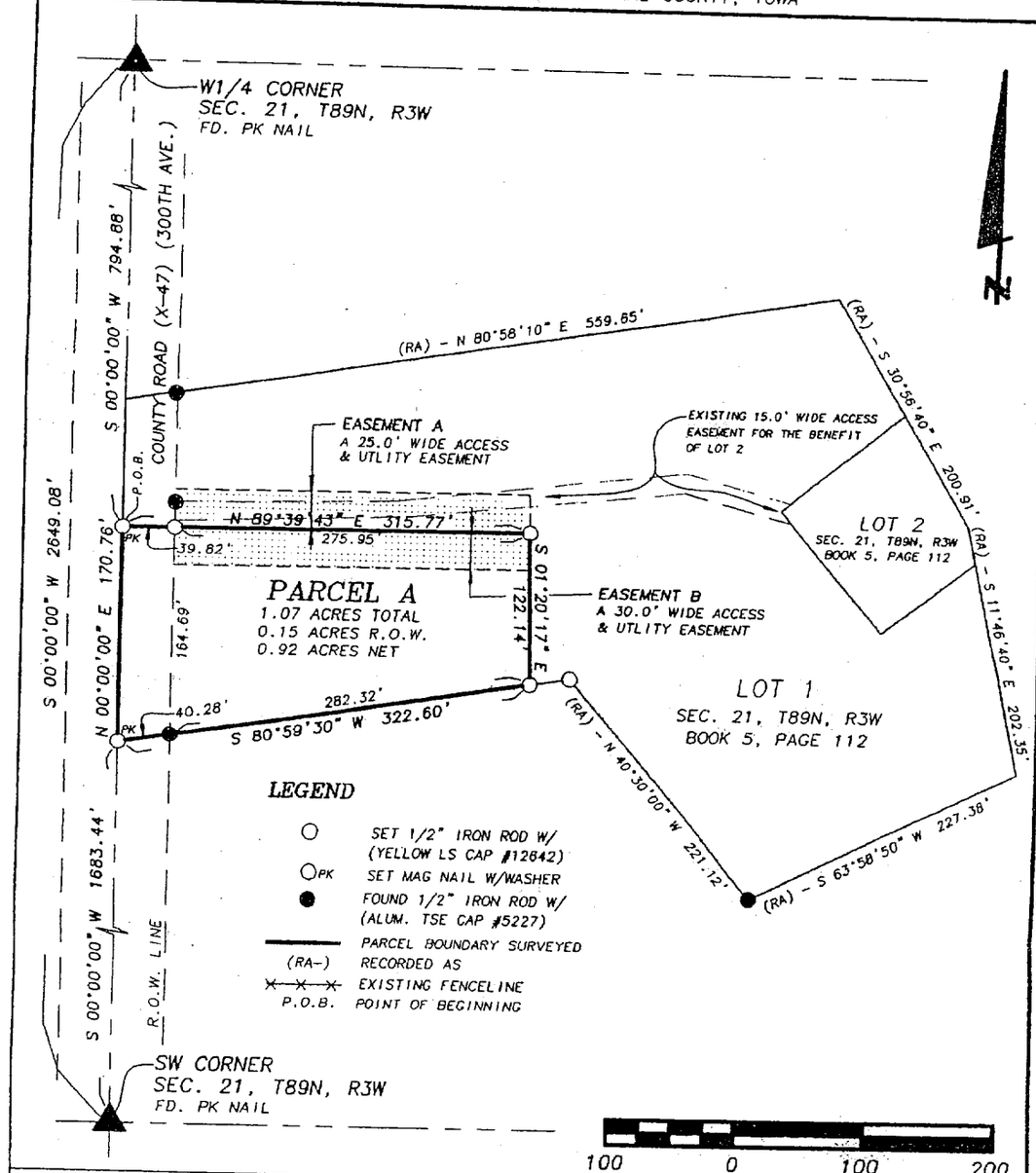
NOV 15 2004
DELAWARE COUNTY AUDITOR

NOV 15 2004

PREPARED BY BILL BURGER 510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078 (563) 855 2028

PLAT OF SURVEY

PARCEL A A DIVISION OF LOT 1 OF THE SOUTHWEST QUARTER (SW1/4), SECTION TWENTY-ONE (21), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA



LEGEND

- ○ SET 1/2" IRON ROD W/ (YELLOW LS CAP #12642)
- ○PK SET MAG NAIL W/WASHER
- ● FOUND 1/2" IRON ROD W/ (ALUM. TSE CAP #5227)
- ——— PARCEL BOUNDARY SURVEYED
- (RA-) RECORDED AS
- -x-x-x- EXISTING FENCELINE
- P.O.B. POINT OF BEGINNING

SCALE: 1" = 100'

DATE OF SURVEY: 11/3/2004

SHEET 1 OF 2

PROPRIETORS: FLOYD'S FEED STORE, INC.

LICENSED LAND SURVEYOR
WILLIAM H. BURGER
12642
IOWA

NO. OF SHEETS COVERED BY THIS SEAL 1

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PREFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2004

William H Burger 11/5/04
WILLIAM H. BURGER #12642 DATE

Wm. Burger
LandSurveyor
510 3rd Street West Court
Worthington, Iowa 52078

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