

Recorded: 9/15/2023 at 9:36:13.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 2290

Prepared by & Return to: Brian J. Kane, KANE, NORBY & REDDICK, P.C., 2100 Asbury Rd., Ste. 2, Dubuque, IA 52001 563-582-7980

DRIVEWAY EASEMENT

This Driveway Easement (hereafter "Agreement") is made this 15th day of September, 2023, by and between MID-IOWA MILLING, LLC, an Iowa limited liability company ("Grantor") and KLOSTERMANN BROS., INC., an Iowa business corporation ("Grantee").

RECITALS

- A. Grantor and Grantee have entered into that certain Asset Purchase Agreement and Offer to Buy Real Estate and Acceptance both dated effective September 5, 2023 (the "Sale Documents");
- B. Grantor is the buyer of certain real estate from Grantee as seller under the Sale Documents and has agreed to grant to Grantee an easement providing continuous and uninterrupted access to the hog building being retained by Grantee that is located adjacent to the 1968 300th Avenue, Earlville portion of the real estate sold under the Sale Documents;
- C. Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor, all pursuant to the Sale Documents, an easement for ingress and egress over a portion of the real estate Grantor is acquiring from Grantee pursuant to the Sale Documents for access to the hog building, more specifically as depicted on Exhibit "A" attached hereto and by this reference made a part hereof (the "Driveway Easement");
- D. Grantor owns that certain real estate described on Exhibit "B" as "Grantor's Real Estate." Grantee owns that certain real estate described on Exhibit "B" as "Grantee's Real Estate"; and,
- E. Grantor and Grantee desire to provide for the maintenance, repair and replacement of the surface of the Driveway Easement pursuant to this Agreement, which they desire to set out in writing.

THEREFORE, the parties agree upon the following mutual terms and conditions:

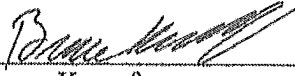
AGREEMENT

1. Grantor hereby grants and conveys unto Grantee, and Grantee hereby accepts from Grantor, a nonexclusive right of way and easement over, along and across the Driveway Easement.
2. The Driveway Easement created herein is for the benefit of Grantee to have access and egress over and across certain real estate being purchased by Grantor from Grantee pursuant to the Sale Documents for the benefit of that certain retained parcel of real estate upon which the hog building is located (such hog building owned by Grantee). Neither Grantor nor Grantee shall use or prohibit the use of the Driveway Easement which would infringe upon the free and uninterrupted use of the Driveway Easement by Grantee or any successors and assigns of Grantee.
3. Grantee shall bear the cost of maintaining the Driveway Easement pursuant to this Agreement, including all maintenance and reconstruction thereof. Grantee shall be responsible for its own snow and ice removal from the Driveway Easement.
4. Grantee represents and warrants to Grantor that the Driveway Easement will be used only for commercial purposes of ingress and egress to the hog building and for any other purposes related thereto or arising therefrom.
5. This Agreement shall be deemed to be a covenant running with the title to the land and may only be changed by an instrument in writing signed by the parties hereto or their successors in interest and assigns and shall be governed by and construed in accordance with the laws of the State of Iowa.
6. Brad J. Klostermann owns that certain real estate described on Exhibit "B" as "Brad Klostermann Real Estate" and hereby consents to this Agreement and shall also be granted the nonexclusive right to use the Driveway Easement for residential access to and from "Brad Klostermann Real Estate," at no expense to Brad J. Klostermann or his successors in interest or assigns.

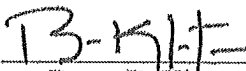
DATED THE DATE AND YEAR FIRST ABOVE WRITTEN.

[see next page for signatures]

MID-IOWA MILLING, LLC, Grantor

By 
Bruce Kempf
Member Representative

KLOSTERMANN BROS., INC, Grantee

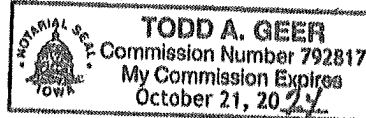
By 
Bruce D. Klostermann, President


Consenting hereto pursuant to Section 6:


BRAD J. KLOSTERMANN

STATE OF IOWA)
COUNTY OF Grundy) ss:

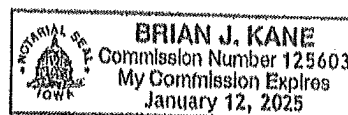
This instrument was acknowledged before me on the 14 day of September, 2023, by Bruce Kempf, as Member Representative of MID-IOWA MILLING, LLC, an Iowa limited liability company.

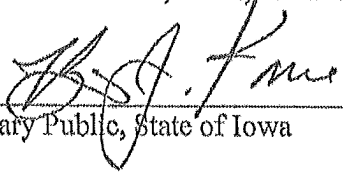



Notary Public, State of Iowa

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

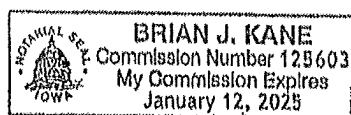
This instrument was acknowledged before me on the 13 day of September, 2023, by Bruce D. Klostermann, as President of KLOSTERMANN BROS., INC., an Iowa business corporation.




Notary Public, State of Iowa

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

This instrument was acknowledged before me on the 13 day of September, 2023, by BRAD J. KLOSTERMANN.



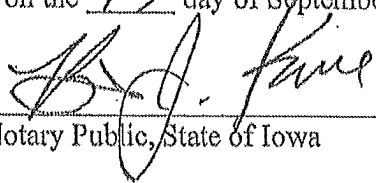
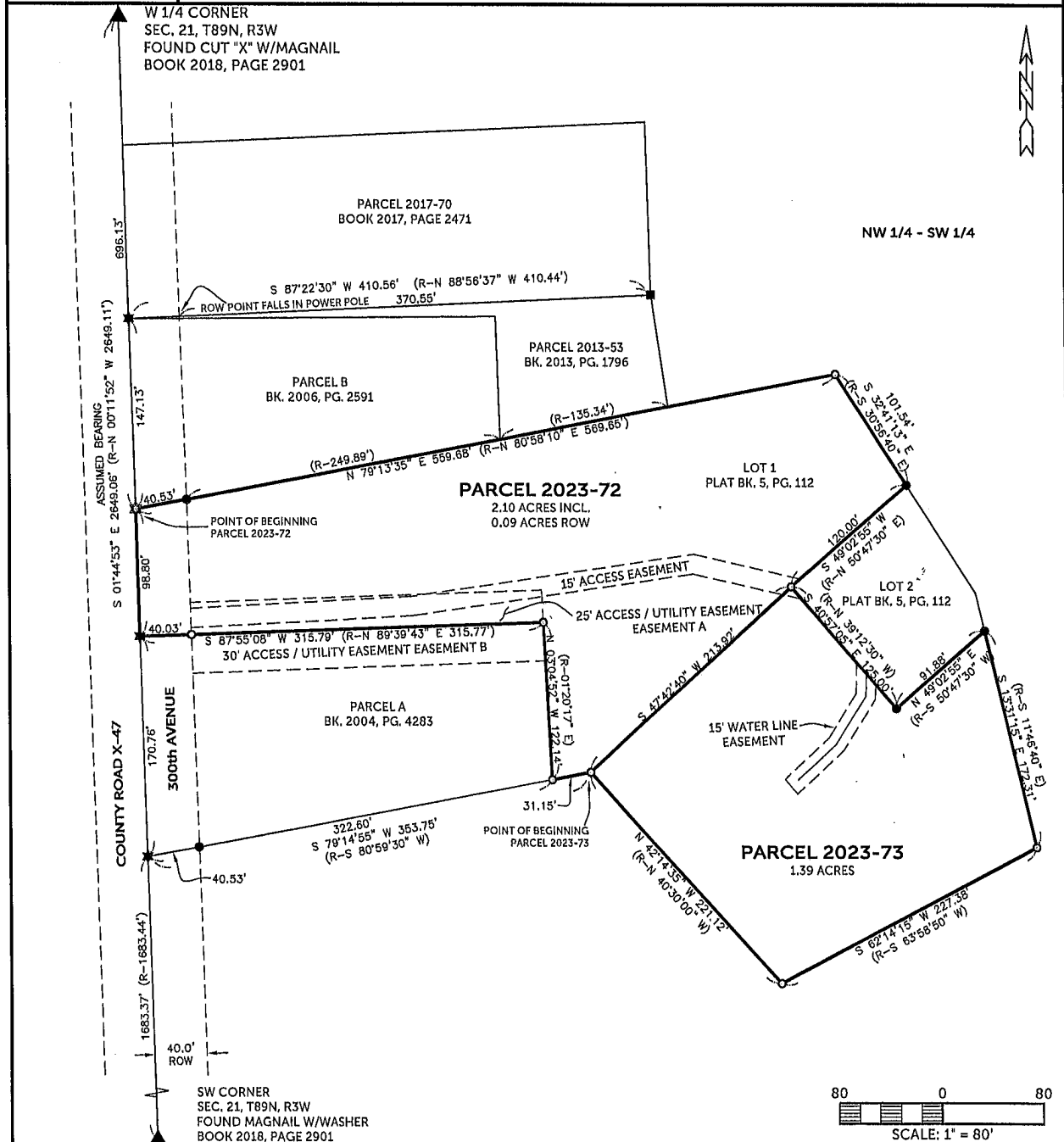

Notary Public, State of Iowa

Exhibit "A"

COUNTY: DELAWARE
SECTION 21, T 89 N, R 3 W
ALIQUOT PART: NW 1/4 - SW 1/4
CITY:
SURVEY: PARCEL 2023-72 & PARCEL 2023-73
BLOCK: LOTS:
PROPRIETOR: FLOYD'S FEED STORE, INC.
REQUESTED BY: BARRY KLOSTERMANN
SURVEYOR: RANDALL L. RATTENBORG
COMPANY: BURRINGTON GROUP, INC.
105 W, MAIN STREET, MANCHESTER, IA 52057
INFO@BURRINGTONGROUP.COM 563-927-2434

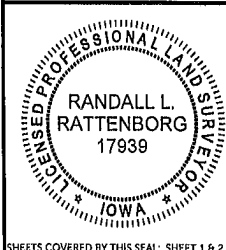
PLAT OF SURVEY

PARCEL 2023-72, PART OF THE NW 1/4 - SW 1/4; PARCEL 2023-73, PART OF THE NW 1/4 - SW 1/4
SEC. 21, T89N, R3W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA



SURVEYED ON: 8/11/2023
SURVEY REQUESTED BY: BARRY KLOSTERMANN

C:\C3D Projects\GPS Box 31 2017.dwg



PROPRIETORS: FLOYD'S FEED STORE, INC.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

RANDALL L. RATTENBORG P.L.S. LIC. #17939 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

BURRINGTON GROUP, INC.
Civil Engineering | Land Surveying
105 W, Main Street Manchester, Iowa 52057 burringtongroup.com

PROJECT NO. 23-100

SCALE: 1" = 80'

DATE: 8/14/2023

DRAWN BY: RLR

CHECKED BY: DDK/DM

GPS BOX: 31

SHEET 1 OF 2

LEGEND

- ▲ SECTION CORNER
- FOUND 1/2" REBAR w/ ALUM CAP #5227
- FOUND 1/2" REBAR w/ YELLOW CAP #12642
- FOUND MAGNAIL
- SET 1/2" REBAR w/ ORANGE CAP PLS 17939
- ☆ SET MAGNAIL w/SSW PLS 17939
- SECTION LINE
- EASEMENT OR ROW LINE
- PARCEL BOUNDARY
- BOUNDARY ESTABLISHED
- R RECORDED

EXHIBIT "B"

Grantor's Real Estate:

Parcel 2023-72, part of Lot 1 in the NW ¼ - SW 1/4 Section 21, Township 89 North, Range 3 West of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2023, Page 2046.

Grantee's Real Estate:

Parcel 2023-73, part of Lot 1 in the NW ¼ - SW 1/4 Section 21, Township 89 North, Range 3 West of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2023, Page 2046.

Brad Klostermann Real Estate:

Lot 2 of the SW ¼ of Section 21, Township 89 North, Range 3 West of the Fifth P.M., Delaware County, Iowa, together with the following easements. An easement, 15.0 feet in width, described as 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), thence North 80°-58'-10" East 40.50 feet, thence South 84.43 feet to the point of beginning, thence South 15.0 feet, thence North 88°-36'-50" East 173.39 feet, thence North 83°-19'-10" East 223.37 feet, thence South 75°-27'-55" East 87.66 feet, thence North 39°-12'-30" West 12.68 feet, thence North 50°-47'-30" East 9.30 feet, thence North 75°-27'-55" West 85.75 feet, thence South 83°-19'-10" West 225.48 feet, thence South 88°-36'-50" West 172.35 feet to the point of beginning, and an easement, 15.0 feet in width, the centerline of which is described as commencing at the southernmost corner of Lot Two (2) 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 North 39°-12'-30" West 35.62 feet to the point of beginning, thence South 02°-43'-14" West 17.52 feet, thence South 33°-44'-45" West 43.77 feet, thence South 49°-13'-55" West 40.90 feet to the existing well.