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Preparer Information: (X)

Marc W. Casey	P.O. Box 274	Dyersville	(319)875-7178
Individual's Name	Street Address	City	Phone

EASEMENT AGREEMENT

This Agreement entered into this 2nd day of NOVEMBER, 1997, by and between Dyersville Ready Mix, Co., Inc., (Grantor) and Donald Fortmann and Helen Fortmann, husband and wife (Grantees).

1. That Grantees are owners of property in the North one-half (N½) of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) and the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), all in Section 26, Township 89 North, Range Three (3), West of the 5th P.M.

2. That Grantor is the owner of the adjoining property in the S½ of the Northwest Quarter (NW¼) in Section 26, Township 89 North, Range Three (3), West of the 5th P.M.

3. That Grantor, in consideration of $1.00 and other good and valuable consideration hereby grants unto Grantee the right to use the existing road on Grantors' above described property for purposes of access to Grantees' above described property for agricultural purposes.

4. That Grantors also grant unto Grantees the right of first refusal to rent the following described property so long as Grantors desire to rent said property:

> The West four (4) acres of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) and the East six (6) acres of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty Six (26), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M.

That Grantor will notify Grantee of its intentions to rent said property and Grantees will have thirty (30) days to negotiate an acceptable, annual rental rate for said property. If an acceptable rental rate cannot be agreed upon, Grantor may rent said property to other parties, but for no less than the highest rental rate offered by Grantees. If at any time Grantees do not exercise this right of first refusal or unable to reach a mutually agreeable rental figure, this right of first refusal shall terminate.

Dated this 3rd day of DECEMBER, 1997.

Dyersville Ready Mix, Co., Inc.

Donald Fortmann
Donald Fortmann

By: Roger H. Mescher
Roger H. Mescher

Helen Fortmann
Helen Fortmann

By: Dennis J. Thier
Dennis J. Thier

STATE OF IOWA, DUBUQUE COUNTY, SS:

On this 3rd day of DECEMBER, A.D. 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald Fortmann and Helen Fortmann, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

IOWA NOTARIAL SEAL

MARC W. CARR Notary Public
In and for Said County and State

STATE OF IOWA, DUBUQUE COUNTY, SS:

On this 3rd day of DECEMBER, A.D. 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Roger H. Mescher and Dennis J. Thier, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Roger H. Mescher and Dennis J. Thier, as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

MARC W. CARSON Notary Public
In and For Said County and State