DELAWARE COUNTY IOWA
FILED
2002 JN -5 AM 9:54
BOOK 2002
DEBORAH L. NEYON
DELAWARE CO RECORDER
2,13
11.00

ENV.

Preparer: David T. Coriden, Mathy Construction Company, P.O. Box 189, Onalaska, WI 54650 Phone: (608) 783-6411

TERMINATION OF AGGREGATES LEASE AND MUTUAL RELEASE

THIS AGREEMENT is made on May 28, 2002, by and between **DOUGLAS R. BISHOP and DENISE L. BISHOP** (the "Owners") and **RIVER CITY STONE, a Division of Mathy Construction Company**, a Wisconsin corporation ("River City Stone").

WHEREAS, Owners and River City Stone entered into an Aggregates Lease Agreement dated June 12, 2000 (the "Lease"), and recorded in the form of a Memorandum of Lease and Affidavit in the Delaware County Recorder's Office in Book 2000, Page 2082, concerning the following described real property:

> The West One-half of the Southwest Quarter of the Northeast Quarter, the West One-half of the Northwest Quarter of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter, all in Section 7, Township 88 North, Range 5 West of the Fifth P.M., Milo Township, Delaware County, Iowa. Also, a thirty-three foot wide easement for ingress and egress over the West One-half of the Northwest Quarter of the Northeast Quarter of Section 7, Township 88 North, Range 5 West, to allow access to and from the county road designated as 230th Street (the "Property");

WHEREAS, the current lease term expires on June 11, 2015; and

WHEREAS, pursuant to the provisions of the Lease, the parties have elected to terminate the Lease effective as of the date hereof.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. TERMINATION OF LEASE. Effective as of the date hereof, the Lease shall be terminated and declared to be null, void and of no force and effect. River City Stone further agrees that it shall have no right, title or interest of any kind or nature whatsoever in the Property.

2. RELEASE. Effective as of the date hereof, Owners and River City Stone shall be released and discharged from their respective obligations to keep, perform and observe the terms, conditions, covenants and agreements contained in the Lease.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

OWNERS:

Douglas R. Bishop

Denise L. Bishop

RIVER CITY STONE

By: Scott P. Mathy
Scott P. Mathy
Vice President

[NO CORPORATE SEAL]

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

On this 24th day of May, 2002, before me, a Notary Public, personally appeared Douglas R. Bishop and Denise L. Bishop, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

NOTARIAL SEAL IOWA
TRACY L. FONCK
COMMISSION # 223445
MY COMMISSION EXPIRES
7-8-05

Tracy L. Fonck
Notary Public
Delaware County, Iowa
My Commission Expires: 7/8/05

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

On this 30th day of May, 2002, before me, a Notary Public, personally appeared Scott P. Mathy, who acknowledged himself to be the Vice President of River City Stone, a Division of Mathy Construction Company, a Wisconsin corporation, and that he, being authorized to do so, executed the foregoing instrument on behalf of said corporation by its authority.

David T. Coriden
David T. Coriden, Notary Public
La Crosse, County, Wisconsin
My Commission: Is Permanent