

BK: 2024 PG: 886  
Recorded: 4/26/2024 at 3:35:56.0 PM  
Pages 7  
County Recording Fee: \$37.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$40.00  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

PREPARED BY: Eric F. Turner, Turner Law Offices, 1200 Grand Avenue, West Des Moines, IA 50265, (515) 245-9509  
RETURN TO: Eric F. Turner, Turner Law Offices, 1200 Grand Avenue, West Des Moines, IA 50265

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AFFIDAVIT EXPLANATORY OF TITLE

STATE OF IOWA, COUNTY OF Dallas ) SS

Re: See Exhibit "A" for Legal Description ("Real Estate")

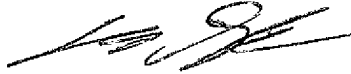
I, Aaron Sligh, being first duly sworn or affirmed do hereby depose and state as follows:

1. I am the Manager of AJS Farms, LLC, an Iowa limited liability company, and I am personally familiar with the facts and circumstances set forth in this Affidavit.
2. AJS Farms, LLC, acquired the Real Estate from Ronald E. Mason Jr. and Maria Linda Hunter, Trustees of the Ronald E. Mason Revocable Trust dated November 18, 1999, ("Mason Trust") pursuant to a Trustee Warranty Deed dated November 24, 2021, and recorded December 3, 2021, in Book 2021, Page 4938, of the Madison County, Iowa, Recorder.
3. Certain portions of the Real Estate were subject to Special Use Permit No. 1119 dated October 20, 1988, issued by the Madison County Zoning Board of Adjustment to Martin Marietta Aggregates a/k/a Martin Marietta Corporation and Martin Marietta Materials, Inc. ("Martin Marietta") permitting the extraction and sale of limestone, sand, and gravel ("Special Use Permit"). The Special Use Permit was recorded November 1, 1988, in Book 38, Page 547, of the Madison County, Iowa, Recorder.
4. In connection with AJS Farms, LLC's acquisition of the Real Estate, AJS Farms, LLC's immediate predecessor in title, namely, the Mason Trust, obtained and delivered to AJS Farms, LLC, that certain Confirmation of Expiration of Lease Agreement dated September 15, 2021, between Martin Marietta Materials, Inc., and Ronald E. Mason Revocable Trust ("Confirmation of Expiration of Lease") wherein the Mason Trust and Martin Marietta confirmed that the Lease Agreement between the Mason Trust's predecessors in title and Martin Marietta had expired. A true and accurate copy of the originally executed Confirmation of Expiration of Lease is attached to this Affidavit as Exhibit "B" and is incorporated herein by this reference.
5. AJS Farms, LLC, represents and warrants to JD Ventures II, LLC, that no agreement, lease, or other instrument has been entered by AJS Farms, LLC, with Martin Marietta, its successors or assigns, permitting entry upon, the occupancy of, or the excavation and sale of limestone, sand, and gravel from, any portion of the Real Estate, whether under the Special Use Permit, or otherwise, and, further, to the knowledge of AJS Farms, LLC, its members and managers, after making diligent search

and inquiry, there is no other such agreement, lease, or other instrument existing between a predecessor of title to the Real Estate and Martin Marietta.

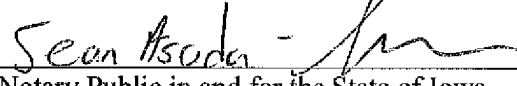
6. I make this Affidavit in explanation of matters which appear in the chain of title and to confirm title in AJS Farms, LLC, and to remove any cloud on the title to the real estate described above.

7. This Affidavit is being made pursuant to Iowa Code Section 558.8 and shall enjoy the presumptions afforded therein.



\_\_\_\_\_  
Aaron Sligh

Subscribed and sworn to before me this 26 day of April, 2024, by Aaron Sligh as Manager of AJS Farms, LLC.



\_\_\_\_\_  
Notary Public in and for the State of Iowa



EXHIBIT "A"  
Legal Description

The East Half (1/2) of the Southwest Quarter (1/4) and the Southeast Quarter (1/4) of Section Seventeen (17), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa; AND the South Half (1/2) of Section Sixteen (16), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa; EXCEPT a tract of land located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Sixteen (16), more particularly described as follows, to-wit: Commencing at the center of said Section Sixteen (16), thence Westerly from the center of said Section Sixteen (16) along the East-West Centerline a distance of 480 feet to the West edge of the former Chicago Rock Island and Pacific Railroad Company Right-of-Way, thence Southerly along said Westerly Right-of-Way line 100 Feet, thence Easterly from the previously described line 30 feet to a point in the right-of-way 45 feet from the centerline of the former track, thence Northerly from the previously described line and parallel to said right-of-way 100 feet, thence Westerly along said East-West centerline of said Section Sixteen (16) 30 feet to the Point of Beginning. Said Parcel contains 3,000 square feet or 0.06 acres more or less; AND the North Half (1/2) of the Northwest Quarter (1/4) and the Northeast Quarter (1/4) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa; AND all that part of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of said Section Twenty-One (21), lying Northeasterly of a line drawn 100 feet Southwesterly from and parallel with the located main track centerline of the Chicago, Rock Island & Pacific Railroad Company's Earlham to Winterset line as now staked and located on over and across said above described land, said main track centerline being more particularly described as beginning at a point in the North line of said Northeast Quarter (1/4) of the Southeast Quarter (1/4), 196.7 feet West of the Northeast corner thereof, thence Southeasterly 297.7 feet to a point in the East line of said Northeast Quarter (1/4) of the Southeast Quarter (1/4), 224.0 feet South of the Northeast corner thereof, containing 1.41 acres more or less.

**EXHIBIT "B"**  
Confirmation of Expiration of Lease Agreement dated September 15, 2021  
(Attached)

**CONFIRMATION OF EXPIRATION OF LEASE AGREEMENT  
BETWEEN MARTIN MARIETTA MATERIALS, INC. AND RONALD E. MASON  
REVOCABLE TRUST**

13<sup>th</sup> This Confirmation of Expiration of Lease Agreement ("Agreement") is entered into this \_\_\_ day of September, 2021 ("Effective Date"), between Ronald E. Mason, Jr. and Maria Linda Hunter as co-trustees of the Ronald E. Mason Revocable Trust ("Lessor") and Martin Marietta Materials, Inc. ("Lessee").

RECITALS

A. Ronald E. and Alice Mason and Martin Marietta Corporation, a Maryland Corporation, entered into that certain Option to Lease Real Property dated May 3, 1998, exercised on October 27, 1988 and effective November 1, 1988; which was amended by an Amendment to Lease Effective November 1, 2003 dated January 20, 2004, and a Second Amendment to Lease dated June 13, 2012 (collectively "Lease Agreement"), the subject of which was a parcel of real property located in Madison County, Iowa. The Lease Agreement more particularly describes the property subject to the Lease Agreement ("Leased Property").

B. Lessor is the successor in interest to Ronald E. and Alice Mason and Lessee is the successor in interest to Martin Marietta Corporation.

C. Pursuant to the Lease Agreement, Lessee was granted the right to extract minerals from the Leased Property as more fully set forth in the Lease Agreement.

D. The Lease Agreement has, by its terms, expired and Lessee and Lessor desire to evidence such expiration of the Lease Agreement in accordance with the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee agree as follows:

AGREEMENT

1. The Lease Agreement expired as of October 31, 2017 (the "Expiration Date").
2. Lessee has heretofore removed all of its personal property from the Leased Premises, and Lessee has restored the Leased Premises to a condition acceptable the Lessor as of the Effective Date.
3. Lessor represents that it is been paid all monthly royalty payments and all rental payments and in the proper amounts for all preceding years required under the Lease Agreement, and that this Termination Agreement shall serve as a release and satisfaction with regards to any rent or royalty payment claims that Lessor has (or could have) asserted against Lessee, and

Lessor further agrees that this Agreement shall further act as a release and satisfaction with regards to any other claim of any sort or any type that Lessor has (or could have) asserted against Lessee, including (but not limited to) claims related to the condition of the Leased Premises, patent or latent, as well as any further restoration or reclamation claims that Lessor has regarding the Leased Premises.

4. This Agreement may be signed by one or more counterparts, each of which when taken together shall constitute the entire agreement.

5. This Agreement may be executed by facsimile or electronic signature, which is deemed as good, genuine and authentic as an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first written above.

LESSOR:  
**RONALD E. MASON REVOCABLE  
TRUST,**

LESSEE:  
**MARTIN MARIETTA MATERIALS,  
INC.,**

By: Ronald E. Mason, Jr.  
Name: Ronald E. Mason, Jr.  
Title: Co-Trustee

By: William J. Gahan  
Name: William J. Gahan  
Title: President, Central Division

By: \_\_\_\_\_  
Name: Maria Linda Hunter  
Title: Co-Trustee