MARK C. ACKELSON
Associate Director

IOWA
NATURAL HERITAGE
FOUNDATION

"FOR THOSE WHO FOLLOW"

IND ✓
REC. ✓
PAGE ✓

November 11, 1982

Virgil H. Criss
Afton, IA 50830

Dear Virgil:

As per our Option to Purchase Agreement, I am hereby notifying you of our desire to exercise the Option.

Please have the Abstracts of Title prepared and delivered to Jim Leichty at the Madison County Conservation Board. Jim will have the County Attorney review and approve the Abstract.

We will be able to close shortly after Abstract approvals.

Virgil, thank you again for your efforts and desire to see the area become a public recreation area.

Sincerely,

Mark C. Ackelson

Mark C. Ackelson

cc: Jim Leichty

FILED NO. 943
BOOK 116 PAGE 361
1983 JAN -4 PM 12:24
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $9.00

INSURANCE EXCHANGE BUILDING / SUITE 680 505 FIFTH AVENUE
DES MOINES, IOWA 50309 / 515/288-1846

On this 11th day of November, 1982, before me, the undersigned, a Notary Public in and for Polk County and State of Iowa, personally appeared Mark C. Ackelson to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

JOAN HAGAR
Iowa
NOTARIAL SEAL

Joan Hagar
My commission expires 9/30/83

OPTION TO PURCHASE AGREEMENT

ca. 9455

This Option to Purchase is entered into this 1st day of November, 1982, by and between Virgil H. Criss, Afton, Iowa 50830; Arthur E. Criss, 774 Del Norte, Livermore, and Joanne (Rocksvold) Stout P.O. Box 1799 hereinafter referred to for convenience as "Optionors", parties of the first part and the Iowa Natural Heritage Foundation, a non-profit Iowa corporation, hereinafter referred to for convenience as "Optionees", party of the second part.

P.O. Box 11791 Oakland Ca. 94611

WITNESSETH

WHEREAS, Optionors are the owners of property described as follows:

> Part of NE¼ NW¼ Section 14 T74NR28W of the Fifth Principal Meridian (Monroe Township) containing 37 acres more or less, subject to highway right-of-easements of record.

WHEREAS, Optionee has expressed an interest in and desire to purchase said premises, subject to certain terms and conditions, and Optioners are willing to sell said premises upon certain terms and conditions;

WHEREAS, to accommodate the mutual interest of the parties, it has been agreed between the parties that Optionors shall grant to Optionee an Option to Purchase said premises and desire to reduce to writing the terms and conditions of said Option to Purchase;

NOW THEREFORE, in consideration of the sum of one dollar ($1.00) paid by Optionee to Optionors, receipt of which is hereby acknowledged by Optionors, Optionors hereby grant and extend to Optionee or its authorized assignee an Option to Purchase said premises upon the following terms and conditions:

1. This Option to Purchase shall expire November 15, 1982. 12:00 midnight C.S.T. unless excised.

2. The purchase price shall be Thirty-five thousand and no/100 dollars ($35,000.00)

3. Optionee shall have the right to transfer and assign the Option to Purchase herein granted by Optionors to the Madison County Conservation Board and for purposes of this agreement, only the Madison County Conservation Board shall be deemed "an authorized assignee".

4. If Optionee or its authorized assignee desires to exercise said Option to Purchase, it shall do so by giving written notice of the exercise of said Option to Optionors.

5. Promptly upon Optionee or its authorized assignee exercising the aforesaid Option to Purchase, Optionor shall have Abstracts of Title prepared and continued from original entry and same will be delivered to Optionee or its authorized assignee for examination by its legal counsel. Optionee or its authorized assignee shall pay the cost of the Abstract. Said Abstracts of Title shall show merchantible title free and clear of liens and encumbrances vested in the Optioners.

6. Optionee or its authorized assignee shall pay costs for any legal boundary survey required, Revenue Stamps and recording fees.

7. It is hereby agreed that the area shall be named to include the Criss family name.

8. Taxes shall be pro-rated to date of possession. Optionors agree to pay and/or put into escrow the real estate taxes for their time of possession.

9. Payment shall be made in the following manner: First payment shall be on or before December 31, 1982, Final payment to be made on or before December 31, 1983. Date of possession shall be December 31, 1982.

10. This Option to Purchase consists of two (2) pages including the signature page.

Executed the date and year first above written.

IOWA NATURAL HERITAGE FOUNDATION

Virgil H Cross

Gerald F Schnepf

Arthur E. Cross

Gerald F. Schnepf
Executive Director
Optionee

Jolene Rockwold Stout

Optionors

On this 1st day of November, 1982, before me, the undersigned, a Notary Public in and for Polk County and State of Iowa, personally appeared Gerald F. Schnepf to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

IOWA NOTARIAL SEAL

Jane Hagan

My Commission expires 9/30/83