PERU MYERS
EARL MYERS

IND.
REC.
PAGE

ASSIGNMENT OF LEASE

This agreement, made and entered into as of the 8th day of April, 1982, by and between E. I. SARGENT QUARRIES, INC., an Iowa Corporation, hereinafter referred to as Assignor, and MARTIN MARIETTA CORPORATION, a Maryland Corporation, hereinafter referred to as Assignee.

WITNESSETH:

For and in consideration of the sum of $1.00 (One Dollar) and other good and valuable consideration to Assignor in hand paid by Assignee, the receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee all of its right, title and interest in and to that certain agreement dated the 5th day of March 1974, and by its terms expiring thirty years after that date, by and between Earl Myers, Lessor and E. I. SARGENT QUARRIES, INC., Lessee, wherein Lessee acquired the right to quarry and remove limestone located on and under the following described premises situated in Madison County, Iowa, to wit:

East Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$), and the Northwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$), and the East 60 acres of the North Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$), and the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), all in Section Twenty-seven (27), Township Seventy-five (75) North, Range Twenty-seven (27) West; and the Southwest Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$), all in Section Twenty-six (26), Township Seventy-five (75) North, Range Twenty-Seven (27) West.

together with all of Assignor's right, title and interest in and to that certain real estate mortgage dated the 23rd day of July, 1974, given to secure Lessor's performance of the above referred to agreement, which mortgage is recorded at Book #121, Page #535, Book of Mortgages, in the office of the Madison County Recorder.

RELEASED 08-10-01 SEE
RECORD 2001 PAGE 3550
(QUIT CLAIM DEED)

TO HAVE AND TO HOLD the same unto Assignee from and after April 14, 1982, for and during the remainder of the term specified in the Lease and any and all extensions thereof, subject to the covenants and conditions contained therein.

1. Assignee hereby agrees to assume the obligations of Assignor in the Lease for the balance of the term thereof, and to pay the charges and faithfully perform all of the covenants, stipulations and agreements contained therein which are to be performed by Assignor in accordance with the terms of the Lease after the date hereof and to indemnify Assignor against all actions, claims and demands whatsoever in respect of the said charges, covenants, stipulations, and agreements.

2. Assignee hereby agrees to assume any obligations imposed on Assignor by federal or state land reclamation laws with respect to the property conveyed hereunder and to indemnify and hold Assignor harmless therefrom.

STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 1608 Filed for Record this 6 day of May 19 82 at 1:47 P.M.
Book 34 Page 149 Recording Fee 9.00 Mary E. Welty, Recorder, By _____ Deputy

MISC. REC. 34 M Welty 149

3. Assignor warrants that the Lease is valid and enforceable and that neither of the parties to the Lease is in default in the performance of any obligation, covenant or agreement contained in the Lease.

4. This agreement is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and sealed by their respective duly authorized officers on the date and year first above written.

Attest:

Robert E. Frampton
Secretary

E. I. SARGENT QUARRIES, INC.

By: Richard E. Sargent
President

(CORPORATE SEAL)

Attest:

Susan C. Bayles
ASSISTANT SECRETARY

MARTIN MARIETTA CORPORATION

By: P. Kunston
Vice President

State of Iowa)
Polk County) ss.

On this 14 day of APRIL, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard E. Sargent and Robert E. Frampton to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Richard E. Sargent and Robert E. Frampton as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

George H. Frampton
Notary Public in and for said State of Iowa

GEORGE H. FRAMPTON
Iowa
NOTARIAL

State of Maryland)
County of Montgomery) ss.

On this 8th day of April, 1982, before me, appeared J. P. Dunston to me personally known, who being by me duly sworn, did say that he is the Vice President of Martin Marietta Corporation a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Susan C. Baxter acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Bethesda, Maryland, the day and year last above written.

Dorothy L. Baker
Notary Public within and for said
County and State

My commission expires 7/1/82.