FILED NO. 1957
BOOK 34 PAGE 564
1983 MAY 27 PM 2:25
MARY E. WELTY
RECORDER Fee $6.00
MADISON COUNTY, IOWA

LEASE AGREEMENT

This Agreement made and entered into this 27th day of May, 1983, by and between Fred Binns and Margaret Binns, husband and wife, of Madison County, Iowa, hereinafter referred to as Lessor, and E. F. Schildberg Construction Company, of Greenfield, Adair County, Iowa, hereinafter referred to as Lessee, WITNESSETH:

Lessor agrees to lease to the Lessee and Lessee agrees to rent from the Lessor the real estate legally described as:

> Approximately Six (6) acres north of the highway located in the west portion of the Southwest Quarter (1/4) of the Southeast Quarter, Section Five (5), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M.

for a period of five (5) years, on the following terms and conditions:

1. TERM OF LEASE: The term of this lease shall be for five (5) years commencing on January 1, 1983 and ending on December 31, 1987.

2. OPTION TO RENEW: Lessee shall have the option to renew this lease for a like period of five (5) years (a period from January 1, 1988 to December 31, 1992) on the same terms and conditions as are contained in this lease, except that the rent for such additional five (5) year period shall be adjusted so that the rent for such five (5) year renewal period will bear the same ratio to the rent for the original five (5) year period as does the consumer price index on January 1, 1983 bears to the consumer price index on January 1, 1988.

Lessee may exercise its option to renew by mailing a notice of its intent to renew to the Lessors, addressed to the Lessors at their last known address not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration of the term of this lease. Such mailing shall be by certified mail, return receipt requested.

3. RENTAL. Lessee agrees to pay as rent for the premises the total sum of $5,000.00, payable $1,000.00 on the date of the execution hereof and $1,000.00 on the 2nd day of January of each year thereafter during the term of this lease. All rents shall be paid in advance.

4. USE AND POSSESSION: Lessee shall have the exclusive use and possession of the lease premises during the lease period for purposes in connection with its rock quarry located on real estate other than those leased premises provided, however, that Lessor may enter the premises for access to and egress from other real estate owned by Lessors.

5. FENCE: Lessee shall construct and maintain a fence, at a location as heretofore orally agreed.

6. ENTRANCE TO PREMISES: Lessee shall construct and maintain a gate at the entrance to the leased premises which shall be kept closed and locked at all times other than working hours when the Lessee is utilizing the premises in its operation. Lessee shall provide Lessor with a key to the gate lock so that Lessor may exercise their right of ingress and egress.

7. CLEARING OF BRUSH: Lessee agrees to clear all brush, trees and shrubs as previously orally agreed.

8. INSURANCE: Lessee shall carry liability insurance upon the premises herein leased and hold Lessors harmless from any liability loss or damage suffered or incurred by the Lessors because or as a result of Lessee's use of the premises in all circumstances except where such liability loss or damage occurs as a direct, proximate result of the Lessee's negligence.

9. CONSTRUCTION PERIOD: Lessee agrees to construct the fence and clear the

premises of the brush as provided in paragraphs 5 and 7 hereof, on or before January 1, 1984.

10. RESTRICTION TO PILING AND MACHINERY OPERATION: Lessee agrees that it will not pile or stockpile and rock, slag, overburden, or other material within a distance of 30 feet of the fence on the east side of the premises herein leased nor operate any equipment, machinery or motor vehicles within five (5) feet of said fence. This restriction is designed to minimize accidental damage to the referred to fence. Only repeated or continuous violations of this provision shall constitute grounds for termination of this lease.

11. TERMINATION: Upon termination of the lease period or any renewal hereof, Lessee agrees to remove all stockpiled materials, buildings, equipment owned by Lessee and otherwise leave the land in its present condition.

12. SUCCESSORS IN INTEREST: This Agreement shall be binding upon the heirs, devisees, legatees, administrators, executors, assignees, transferees and successors in interest of the parties hereto.

13. TRANSFER: This lease may not be assigned or the premises sublet without the written consent of the Lessor.

IN WITNESS WHEREOF we have hereunto set our hands and seals on the date first written above.

Fred Binns
Fred Binns

Margaret Binns
Margaret Binns

E. F. SCHILDBERG CONSTRICTION CO.

By E F Schildberg

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 27th day of May, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fred Binns and Margaret Binns to me known to be the identical 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

Notary Public