IND. ✓
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Compared

1979 NOV -8 PM 3:34

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

no fee

AGREEMENT

This Agreement entered into on this 8th day of November, 1979, between Dwight Casper and Robert E. Casper, referred to as Sellers, and Madison County, Iowa, referred to as Buyer, as follows:

1. Seller does hereby sell all their right, title and interest in and to all quarry rock lying upon and under the real estate legally described as:

> Commencing as a point of reference at the Northwest corner of Section 20, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa;
>
> thence South 89°11' East 1313.9 feet along the North line of the Northwest Quarter of said Section 20 to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said SEction 20 and point of beginning of tract herein described (this is an assumed bearing for purposes of this description only);
>
> thence North 0°41' East 377.0 feet along the East line of the Southwest Quarter of the Southwest Quarter of Section 17, Township 76 North, Range 27 West of the Fifth Principal Meridian, Madison County, Iowa and centerline of County Road to a point;
>
> thence South 57°43' West 410.6 feet to a point;
>
> thence South 84°29' West 181.7 feet to a point;
>
> thence South 0°46' East 852.3 feet to a point;
>
> thence South 89°05' East 500.7 feet to a point of intersection with the East line of said Northwest Quarter of the Northwest Quarter of Section 20 and centerline of County Road;
>
> thence North 0°55' East 720.0 feet along said East line of the Northwest Quarter of the Northwest Quarter of Section 20 and centerline of County Road to the point of beginning,
>
> and subject to easements of record
>
> and containing 11.1 acres more or less.

In addition, Seller does hereby grant Buyer the right to enter onto said premises with its agents, machinery and equipment to extract and remove said quarry rock and to reclaim the land.

2. In consideration for the sale of said quarry rock, Buyer shall pay Seller the sum of Thirty Thousand Dollars ($30,000.00) due as follows:

> Fifteen Thousand Dollars ($15,000.00) shall be payable on December 5th, 1979; and, Fifteen Thousand Dollars ($15,000.00) shall be payable on February 6, 1980.

3. Seller and Buyer agree that the Seller shall not in any way participate in the removal or extraction of said quarry rock.

4. The parties agree that the Buyer shall quit the said premises by December 31, 1995 or sooner upon completion of the quarry rock extraction and removal. The parties understand that the Buyer in its sole discretion shall have the right to remove any and all rock hereby purchased at any time during said period.

5. The parties understand that Madison County, Iowa is subject to its own zoning laws and that the Buyer will upon execution of this Agreement expeditiously apply for the necessary zoning changes or permits and special use permits. The parties agree that this contract shall be null and void in the event the Madison County Zoning Commission and/or the Madison County Board of Adjustment, respectively, reject such applications for zoning changes and special use permit.

6. The parties understand that the real estate herein described need serve as access to other adjoining lands of the Seller. The parties agree that the Buyer shall construct and maintain a lane for access to such adjoining real estate. This lane will be located in the discretion of the Buyer so as to provide reasonable access for Seller, their successors and assigns.

7. The Buyer agrees to install such temporary fence as may be necessary to fence-out livestock from the area or areas where the rock extraction occurs.

8. The parties understand that Seller's existing fences need be removed to permit Buyer's quarry operations. The Buyer agrees to remove Seller's fences where necessary for its operations and replace with equal or better fence upon completion of the rock extraction.

9. This Agreement shall be binding upon the heirs, legal representatives successors and assigns of the respective parties hereto.

10. The parties understand that the Buyer is subject to Iowa Mining laws on reclaimation and restoration of the quarried land.

11. Each party agrees to hold the other harmless from damages and costs resulting from their negligent acts or omissions toward third parties arising on said premises.

12. Seller warrants that their title to the said rock described herein is in fee simple.

13. Buyer disclaims any interest in said real estate other than the said quarry rock herein purchased.

IN WITNESS WHEREOF, Seller does hereby set their hand to this instrument on this 6th day of November, 1979, at Winterset, Iowa.

Dwight Casper

Robert E. Casper

Gretchen M. Casper

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 6th day of November, 1979, before me, the undersigned, a Notary Public in and for said County and State personally appeared Dwight Casper, Robert E. Casper and Gretchen M. Casper 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.

NOTARY PUBLIC.

NOTARIAL SEAL IOWA
JOHN E. CASPER
MY COMMISSION EXPIRES
9-30-80

IN WITNESS WHEREOF, the Buyer does hereby set its hand to this instrument on this 8th day of November, 1979, at Winterset, Iowa.

MADISON COUNTY, IOWA

BY

Phillip Corkrean, Chairman
Madison County Board of Supervisors

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 8th day of November, 1979, before me, the undersigned, a Notary Public in and for said County and State personally appeared Phillip Corkrean, Chairman of the Madison County Board of Supervisors, 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.

NOTARIAL SEAL IOWA

NOTARY PUBLIC.