

Madison County, Iowa

BOOK 74

A. Reed)
to
Peru Stone & Cement Co) Lease.

Filed for record the 10 day of December A.D. 1921
at 4.25 o'clock P.M.

Nettie E. Winship, Recorder
Winifred Whedon, Deputy
Fee \$2.00 # 2194 ✓

THIS AGREEMENT made and entered into this 22nd day of February, 1912, by and between A. Reed of Madison County, Iowa, party of the first part, and Peru Stone and Cement Company, a corporation organized under the laws of the State of Iowa, party of the second part, witnesseth;

1. That in consideration of the covenants hereinafter set forth to be performed by the party of the second part, the party of the first part does hereby grant and lease, for the period of fifteen years from and after the first day of February, 1912, to the party of the second part, the exclusive right to quarry and sell the reasonably accessible stone from the following described land, situated in Madison County, Iowa, to-wit:

Commencing at a point on the North line of Section Ten (10) in Township Seventy four (74) North, Range Twenty seven (27), West of the 5th P.M., 900 feet West of the Northeast Corner of said Section Ten (10), running thence in a southerly direction 1500 feet parallel to the face and 75 feet from the foot of the ledge of stone located on the East Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$), and the Northwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section Ten (10), thence in a westerly direction 50 feet along the southerly end of said ledge of stone, maintaining said distance of 75 feet from the foot thereof, thence running in a northwesterly direction along the face of said ledge of stone, to a point on the north line of said Section Ten (10) where the face of said ledge of stone intersects the north line of said Section Ten (10), thence east along the north line of said Section Ten (10) to the point of beginning.

2 And the party of the first part does further grant unto the party of the second part during the continuance of this lease, over and upon said premises, the necessary right-of way, for railroad and wagon road purposes, to the quarry maintained thereon, together with the right to locate and use on said premises such machinery, equipment and temporary buildings as are necessary or incident to the prosecution of the work to be carried on by the party of the second part, and also the right to dump on that portion of the East Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section Ten (10) immediately adjoining the above described leased premises, the strippings from said ledge of stone.

Subject to such use of said premises by the party of the second part, the party of the first part reserves the timber growing thereon, and the right to use said premises as a pasture, and the right to quarry such stone as he may need for domestic use on his own land.

3. The party of the second part agrees to pay to the party of the first part, his heirs, executors or assigns, as royalty or rental for the use of said premises and for said stone, three cents per cubic yard of crushed stone, and three cents per yard of screenings taken from said land during the continuance of this lease.

4. The party of the second part agrees to keep an accurate and true account of all stone and screenings taken from said land upon which a royalty is to be paid, and the books of account kept by the party of the second part shall be open to inspection at all reasonable times to the party of the first part or his agents, and on the first day of February in each year after the party of the second part commences quarrying stone from said premises, the party of the second part hereby agrees to render unto the party of the first part a just and true account of all stone and screening taken from said premises during the preceding year, and to promptly pay the royalties due thereon at the time for the rendition of such account.

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5- The party of the second part in consideration of the premises further agrees and guarantees to pay to the party of the first part, his heirs, executors or assigns, from and after the time when the party of the second part shall have its equipment moved onto the above described premises, and ready to operate, a minimum royalty on the stone and screenings so taken from said premises, of Four Hundred and Fifty Dollars (\$450.00) for each year thereafter during the continuance of this lease, if the royalty per cubic yard for stone and screenings actually quarried as hereinbefore provided, does not amount to so much, but this guarantee shall cease whenever, by the terms of this lease as hereinafter provided, the stone on said land be quarried out or the party of the second part shall cease, for that cause or any cause herein specified, to quarry stone on said premises.

A settlement shall be made between the parties hereto on the first day of February of each year, and if the royalties per cubic yard for stone actually quarried in any one year do not equal the minimum amount herein stipulated to be paid for that year, then the party of the second part shall pay an amount equal to the difference between the amount of royalties on crushed stone and screenings actually quarried and taken from said premises, and the minimum amount so guaranteed, provided, however, that if the royalties in any one year for crushed stone and screenings actually taken from said premises, do not equal the minimum amount herein stipulated to be paid, and the royalties for any subsequent year on crushed stone and screenings actually taken from said premises for that year, exceed the minimum amount due for that year, then the party of the second part shall be entitled to a credit on the surplus in excess of such minimum of the deficiency that may have occurred in any of the preceding year or years to the extent of such deficiency

6- It is further agreed that until the party of the second part shall have its equipment moved onto the above described property and ready to operate, it shall pay to the party of the first part the sum of Fifty Dollars (\$50.00) per annum, payable as follows; Twenty Five Dollars (\$25.00) upon the execution of this agreement, and Twenty Five Dollars (\$25.00) on the first days of August and February thereafter; but such payments shall cease when the term or period in which the party of the second part shall be required to pay minimum royalties as hereinbefore provided commence.

7- Whenever the stone upon the land hereby leased shall be quarried out or cease to be found in quantity or under conditions such as to reasonably justify the quarrying or the same, or the quarrying of stone shall be stopped by reason of circumstances beyond the control of the party of the second part, then the party of the second part may terminate this lease upon sixty days' notice in writing of its intention so to do, to the party of the first part, and after the payment in full of all royalties theretofore accrued under the provisions of this contract, the party of the second part, within ninety days after such ^{or after the termination} termination of this lease by lapse of time, may remove all buildings, equipment, machinery or other material placed on said premises by it.

8- The party of the second part hereby agrees that the party of the first part shall have the first and prior lien upon all buildings, equipment, machinery and property placed upon said premises by the party of the second part as security for all royalties both actual and guaranteed accruing under the provisions of this lease.

9- The party of the second part shall use due diligence to prevent its employees from trespassing upon the premises of the party of the first part, and shall not cut or destroy any timber upon the premises leased, except so far as the removal thereof is necessary for the erection of buildings and machinery and the making of proper wagon roads and railroads, and for stripping,

10- In case of any default in the payment of royalties actual or guaranteed, or the observance of any of the conditions of this lease by the party of the second part, the party of

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may give notice in writing thereof to the party of the second part, the first part, specifying the particulars in which said party is in default, and of such default shall continue for the period of sixty days thereafter, the party of the first part, his heirs, administrators or assigns, may, at his option, declare a forfeiture of this lease, and thereafter all the rights and privileges of the party of the second part hereby granted shall cease and determine.

11- The party of the first part hereby gives to the party of the second part an option to buy the North Half (1/2) of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Ten (10) in Township Seventy Four (74), North, Range Twenty Seven (27) Madison County, Iowa, at the price of One Hundred Dollars (\$100.00) per acre. This option shall exist during the continuance of this lease and the exercise of the option by the party of the second part shall operate to cancel this lease except as to the provisions hereof granting to the party of the second part the necessary right-of-way for railroad and wagon road purposes over and across that portion of said leased premises located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of said Section Ten (10); which provisions and grant shall continue for the term of fifteen years from and therefor to the party of the second part than the consideration after the first day of February 1912, without other consideration paid for said land.

In case the party of the second part shall elect to purchase said premises, the party of the first part upon payment of the purchase price thereof agrees to execute and deliver to the party of the second part a deed of general warranty therefor and an abstract of title thereto showing good and perfect title in him on the date of said conveyance, and that said property is then free and clear of all encumbrance whatsoever.

In Witness Whereof the parties hereto have executed this agreement in duplicate the day and year first above written.

A. Reed
Peru Stone and Cement Co, By F.V. Yohe Pres.

State of Iowa Polk County SS: On this 22nd day of February, 1912, before me personally appeared A. Reed, to me personally known to be the identical person named in and who executed the above and foregoing agreement, and acknowledged that he executed the same as his voluntary act and deed; also before me personally appeared F.V. Yohe, to me personally known, who being by me duly sworn did say that he president of the Peru Stone & Cement Company, and that the seal affixed to said 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 F.V. Yohe acknowledged said instrument to be the voluntary act and deed of said corporation by him voluntarily executed.

Craig T. Wright
Notary Public in and for Polk County Iowa.

