

Resolution #20-94
LEASE AGREEMENT

Agreement made in duplicate this 21 day of March, 1994
by and between the City of Buffalo, Iowa, a municipal corporation,
acting by and through its duly constituted officers, Lessee, and
Lafarge Corporation, Lessor, as follows:

WHEREAS, Lessee desires to operate and maintain a park and
recreational area within its city limits, and

WHEREAS, Lessor owns certain land within the said city limits,

NOW, THEREFORE, in consideration of one dollar paid Lessor and
the further consideration of the agreements hereinafter shown, the
parties agree:

1. Lessor hereby leases to Lessee for the use and purpose
hereinafter stated and for the period of five years from

July 09, 19 94, the following described real estate:

That part of Lot 8 in Section 22, Township 77 North,
Range 2 East of the Fifth P.M., beginning at the North
East corner of the land conveyed in 1950 to the Buffalo
Independent District No 1; thence North 593.76 feet;
thence West 586.9 feet, thence South 593.76 feet; thence
East 586.9 feet along the North line of said property
conveyed to the Buffalo Independent School District
No. 1 to the point of beginning. Said boundary to
enclose 8 acres more or less.

2. The lease is made upon the express consideration that the
premises shall be used, operated and maintained as a public part
and playground only.

3. Lessee may not erect, construct or permit the
construction of any permanent structures on the premises except
with the express written consent of Lessor. Such restriction shall

not prevent Lessee from installing the usual and standard playground equipment, picnic shelters, washroom facilities and maintenance shed. By giving its approval to the aforementioned structures or installations, the Lessor is not approving the design and does not warrant the safety of said items.

4. Lessee shall have full responsibility and agrees to maintain the premises, keeping it free of litter, debris, rubbish and weeds. Lessee shall further maintain the fence along the boundary of the lessor as well as all equipment, structures or improvements on the premises.

5. On termination of this lease agreement, the Lessee may remove any equipment or improvements made by it during the term of the lease. Such removal shall be made within ninety days of termination or expiration of the term of the lease, failing which all such equipment and improvements shall become the property of Lessor without reservation or condition.

6. Lessor reserves the right to enter the premises at any time for the purpose of inspecting the same and for the special purpose of making core drillings, exploration, soil tests and seismic tests. After making such explorations or tests, Lessor shall restore condition of the premises to its approximate state before such tests.

7. Should Lessee want to renew the term of this lease for an additional period of five years, it shall notify Lessor of its said intention in writing within the period 90 to 120 days prior to termination of this agreement. From the date of receipt of such

notice Lessor shall have 60 days to notify Lessee in writing of its rejection of the extension of the term in which case this agreement shall expire in the ordinary course as provided above at paragraph number one. If Lessor fails to so notify Lessee, the term shall be automatically extended for the additional period of 5 years and all the terms and conditions shown herein shall remain in effect during such extended term.

8. Lessee shall save and hold the Lessor and all wholly owned subsidiaries harmless from and against all liability, claims and demands on account of personal injuries, including death, or property loss or damage to others (including Lessee and employees of Lessee) resulting from or arising out of Lessee's use or occupancy of leased property, whether such injury, loss or damage shall be caused by the negligence of Lessee, Lessor or otherwise, and Lessee shall at his own expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom.

9. Lessee and Lessor agree not to assign or underlet the demised premises or any part thereof.

10. Lessee agrees to procure, carry and maintain at its own expense, comprehensive general liability insurance covering all operations, including workman's compensation at statutory levels if applicable. The comprehensive general liability insurance coverage should be no less than \$500,000 for injury to any person or for damage to property in any one occurrence. Lessee further agrees to include Lessor as additional insureds as their interest may appear.

Lessee agrees to provide Lessor with certificate of such insurance, including provision to notify Lessor thirty (30) days in advance of insurance cancellation.

11. Lessee represents that the City Council of the City of Buffalo, Iowa, has by resolution approved all the terms of this agreement and has authorized its Mayor to execute the same on behalf of said city and its council and has further authorized the City Clerk attest such execution.

Executed in duplicate the day and year first above written.

ATTEST:

Carol A Bernauer
City Clerk

CITY OF BUFFALO, IOWA, Lessee

By Phil C. Hoover
Its Mayor, on behalf of said
City and the City Council

LAFARGE CORPORATION, Lessor

By _____
Jerry Jensen
Vice President, Controller
Lafarge Corporation

STATE OF IOWA)
) SS.
SCOTT COUNTY)

On this 24 day of MARCH A.D., 1994 before me, the undersigned, a Notary Public in and for said county and state, personally appeared PHIL C. HOOVER and CAROL A. BERNAUER, to me personally known, who, being by me first duly sworn, on oath did state that the said PHIL C. HOOVER is Mayor and the said CAROL A. BERNAUER is City CLERK of the City of Buffalo, Iowa, the corporation on whose behalf they executed the foregoing instrument; (that the seal affixed to said instrument is the corporate seal of said corporation) (that no seal has been procured by the said corporation) and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council, and the said PHIL C. HOOVER and CAROL A. BERNAUER acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Betty O. Walters
Notary Public in and for
Scott County, Iowa

COMMISSION EXPIRES: 10/10/96

STATE OF MICHIGAN)
) SS.
_____ COUNTY)

On this _____ day of _____ A.D., 19 _____ before me, the undersigned, a notary public in and for _____ County, Michigan personally appeared Jerry Jensen to me personally known, who, being by me first duly sworn, on oath did state that the said Jerry Jensen is Vice President, Controller of Lafarge Corporation, the corporation on whose behalf he executed the foregoing instrument; (that no seal has been procured by the said corporation) and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Jerry Jensen, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public in and for
_____ County, Michigan

COMMISSION EXPIRES: _____