DELAWARE COUNTY IOWA
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BOOK 1999 PAGE 397
DOROTHY L. HEYTON
DELAWARE CO. RECORDER
$10.00

Preparer's Name: Christopher A. Butler
Address: P.O. Box 189
Onalaska, WI 54650

Company: Mathy Construction Company
Telephone: (608) 783-6411

MEMORANDUM OF LEASE AND AFFIDAVIT

This is a Memorandum of that certain unrecorded Aggregates Lease Agreement dated January 4, 1999 by and between **EDWARD D. TSCHIGGFRIE**, Lessor, whose address is 400 Julien Drive, Dubuque, Iowa, and **RIVER CITY STONE, a Division of Mathy Construction Company,** a Wisconsin corporation, ("River City Stone") (the "Lease"), concerning the following described real property:

See Exhibit "A" attached hereto which is hereby incorporated by reference.

(hereinafter referred to as the "Leased Property").

For good and valuable consideration, Lessor leases the Leased Property to River City Stone, and River City Stone hires the same from Lessor for the term and under the provisions contained in the above mentioned unrecorded Lease, which unrecorded Lease is incorporated in this Memorandum by this reference.

The Lease grants to River City Stone the exclusive right to use the Leased Property to explore for, develop, excavate, process, stockpile, remove and sell such deposits of stone, limestone, rock, sand and gravel ("Mining Products") and to overburden materials as may exist in, on or under the Leased Property, together with all rights, easements, entrances and exits appurtenant to the Leased Property, and any adjoining lands of Lessor as River City Stone may deem necessary for access to and from the Leased Property.

The initial term of the Lease commenced on January 4, 1999 for an initial term of five (5) years. River City Stone may extend the Initial Term for seven (7) additional consecutive five (5) year periods ("Extended Term") immediately following the expiration of the Initial Term or current Extended Term.

The Lease grants River City Stone the right, within a reasonable time after termination or expiration of the Lease (but within 360 days from the termination date of the Lease) to remove any and all of its property, including, but not limited to, stockpiles, machinery, fixtures and equipment which it owns or has placed in, upon or about the Leased Property, except that all portable rock crushing equipment shall be removed within ninety (90) days following termination.

The Lease grants River City Stone certain rights of first refusal regarding the sale or exchange of the Leased Property.

This Memorandum of Lease and Affidavit is not a complete summary of the Lease. Provisions in the Memorandum shall not be used in interpreting the Lease provisions. In the event of conflict between provisions contained within this Memorandum and the unrecorded Lease, provisions within the unrecorded Lease shall take control.

Date: January 13, 1999

LESSEE:

RIVER CITY STONE
A Division of Mathy Construction Company

ATTEST:

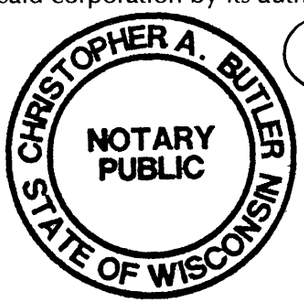
By: _____
Scott P. Mathy, Vice President

_____
Orville P. Molling, Secretary

[NO CORPORATE SEAL]

STATE OF WISCONSIN)
) ss.
COUNTY OF LA CROSSE)

On this 15th day of January, 1999, before me, a Notary Public, personally appeared Scott P. Mathy, who acknowledged himself to be the Vice President of River City Stone, a Division of Mathy Construction Company, a Wisconsin corporation, and that he, being authorized to do so, executed the foregoing instrument on behalf of said corporation by its authority.



Christopher A. Butler, Notary Public
La Crosse County, Wisconsin
My Commission Expires: Is Permanent

THIS INSTRUMENT WAS DRAFTED BY:
Christopher A. Butler
Mathy Construction Company
P.O. Box 189
Onalaska, WI 54650

EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PREMISES

Lot 1, Lot 2 and Lot 3 of State's Subdivision of Part of Section Nine (9), Township Eighty-eight (88) North, Range Five (5) West of the 5th P.M. in Delaware County, Iowa, according to the plat recorded in Book 3 Plats, page 228, with the exception of that portion of the Southeast Quarter (SE ¼) of Lot 1 and in the Southwest corner of Lot 2 consisting of Owner's shop and grounds.

Lot 7 of State's Subdivision of Part of Section 9, Township 88 North, Range 5 West of the 5th P.M. in Delaware County, Iowa, according to the plat recorded in Book 3 Plats, page 228, with the exception of the Westerly half of said Lot 7. River City Stone, as lessee, shall have the right to use the West half of Lot 7 for access to and from the Leased Property, but shall be obligated to maintain said road in as good condition as when the Lease commences. Owner reserves the right to use said entrance road.

Lot 8 except the Southerly 367 feet thereof, Lot 9, Lot 10, and Lot 11 with the exception of the South 367 feet thereof, all of State's Subdivision of Part of Section 9, Township 88 North, Range 5 West of the 5th P.M. in Delaware County, Iowa, according to the plat recorded in Book 3 Plats, page 228.