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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
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Preparer: David T. Coriden, Mathy Construction Company, P.O. Box 189, Onalaska, WI 54650 (x) Env.
(608) 783-6411

MEMORANDUM OF LEASE AND AFFIDAVIT

This is a Memorandum of that certain unrecorded Aggregates Lease Agreement dated June 12, 2000 (the "Lease") by and between **DOUGLAS R. BISHOP and DENISE L. BISHOP** ("Lessors") and **RIVER CITY STONE, a Division of Mathy Construction Company**, a Wisconsin corporation ("Lessee"), concerning the following described real property:

> The West One-half of the Southwest Quarter of the Northeast Quarter, the West One-half of the Northwest Quarter of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter, all in Section Seven (7), Township Eighty-eight (88) North, Range Five (5) West of the 5th P.M., Milo Township, Delaware County, Iowa. Also, a thirty-three foot wide easement for ingress and egress over the West One-half of the Northwest Quarter of the Northeast Quarter of Section 7, Township 88 North, Range 5 West, to allow access to and from the county road designated as 230th Street (the "Leased Property").

For good and valuable consideration, Lessors lease the Leased Property to Lessee, and Lessee leases the same from Lessors for the term and under the provisions contained in the above-mentioned unrecorded Lease, which is incorporated herein by this reference.

The Lease grants to Lessee the exclusive right to use the Leased Property to explore for, develop, excavate, process, stockpile, remove and sell such deposits of sand, gravel, limestone, dolomite, clay and silt overburden ("Mining Products") 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 Lessors as Lessee may deem necessary for its operations.

The initial term of the Lease commenced on June 12, 2000 for an initial term of fifteen years. Lessee has the first right and option to extend the lease term upon negotiation with the Lessors.

The Lease grants Lessee the right, within one year after termination or expiration 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.

The Lease grants Lessee 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: June 14, 2000

LESSEE:

ATTEST:

RIVER CITY STONE, a Division of Mathy Construction Company

Orville Melling, Secretary

By: Scott P. Mathy, Vice President

[NO CORPORATE SEAL]

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

On this 14th day of June, 2000, 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.

David T. Coriden, Notary Public
La Crosse County, Wisconsin
My Commission: Is Permanent