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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

ENV. ⊗ Preparer: David T. Coriden, Mathy Construction Company, P.O. Box 189,
& Return to: Onalaska, WI 54650 (608) 783-6411

MEMORANDUM OF LEASE AND AFFIDAVIT

This is a Memorandum of that certain unrecorded Aggregates Lease Agreement dated March 30, 2007 (the "Lease") by and between **ALAN J. SCHNITTJER and KIMBERLY K. SCHNITTJER** ("Owners") and **RIVER CITY STONE, a Division of Mathy Construction Company**, a Wisconsin corporation ("River City Stone"), concerning the following described real property:

> The South One-half of the Northeast Quarter of Section 35, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa (the "Property").

For good and valuable consideration, Owners lease the Property to River City Stone and River City Stone leases the same from Owners 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 River City Stone the right to use the Property for the purpose of mining all stone, sand or gravel ("Mining Products") and overburden materials as may exist in, on or under the Property, together with all rights, easements, entrances and exits appurtenant to the Property, and any adjoining lands of Owners as River City Stone may deem necessary for its operations.

The term of the Lease commenced on March 30, 2007 and expires on March 29, 2010.

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 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 the provisions contained within this Memorandum and the unrecorded Lease, provisions within the unrecorded Lease shall control.

Date: April 11, 2007

ATTEST:

By: David T. Coriden
David T. Coriden
Vice President and
General Counsel

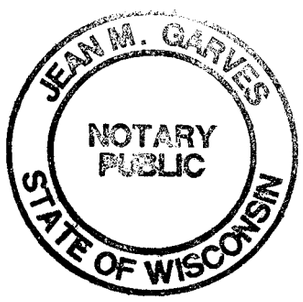
RIVER CITY STONE, a
Division of Mathy Construction
Company

By: Scott P. Mathy
Scott P. Mathy
President

[NO CORPORATE SEAL]

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

On this 11th day of April, 2007, before me, a Notary Public, personally appeared Scott P. Mathy, who acknowledged himself to be the 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.



Jean M. Garves
Jean M. Garves
Notary Public
La Crosse County, Wisconsin
My Commission Expires:
February 13, 2011