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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 5th day
of October AD 2016
Carla H. Backer Auditor
By S. H. Ildebrand Deputy

Preparer: Justin H. Silcox, Attorney at Law, P.O. Box 189, Onalaska, WI 54650 (608) 783-6411

Return To: Dean M. Garves, Mathy Construction Company, P.O. Box 189, Onalaska, WI 54650

MEMORANDUM OF LEASE AND AFFIDAVIT

This is a Memorandum of that certain unrecorded Aggregates Lease Agreement dated September 14, 2016 (the "Lease") by and between **Douglas R. Bishop and Denise L. Bishop** (the "Owners") and **River City Stone, a Division of Mathy Construction Company,** a Wisconsin corporation ("River City"), concerning the following described real property:

> Part of the Northeast Quarter of the Northeast Quarter and part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 88 North, Range 5 West, Town of Milo, Delaware County, Iowa, described as follows: That part of the Northeast Quarter of the Northeast Quarter and that part of the Southeast Quarter of the Northeast Quarter lying south and east of Sand Creek EXCEPT for Parcel E (the "Property").

For good and valuable consideration, Owners lease the Property to River City, and River City 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 the exclusive right to use the Property for the purpose of mining all stone and 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 as River City may deem necessary for its operations.

The initial term of the Lease is ten (10) years, commencing on September 14, 2016 and expiring on September 13, 2026. The Lease may be extended by mutual agreement between the parties for one additional term of five (5) years.

The Lease grants River City the right at any time prior to or within one (1) year after termination or expiration of the Lease to remove any and all of its personal 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: September 28, 2016

ATTEST:

By: _____
Tim Jones
Assistant Secretary

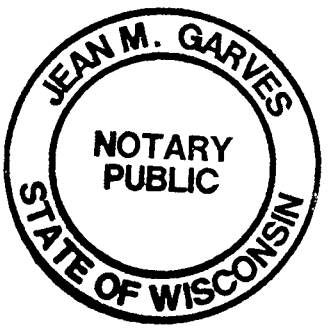
RIVER CITY STONE, a Division of Mathy Construction Company

By: _____
Scott P. Mathy
President

[NO CORPORATE SEAL]

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

On this 29 day of September, 2016, 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
Notary Public
La Crosse County, Wisconsin
My Commission Expires: March 17, 2019