

U 0239P 544

127211

Document Number

MEMORANDUM OF LEASE

Document Title

IN RE:

See attached.

DOCUMENT NO. 127211

VDL 239 RECORDS PAGE 544

REGISTER'S OFFICE  
Perin County, Wis  
Received for record,  
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INDEXED

*Kathleen Chowen*  
REGISTER OF DEEDS Deputy

Pd \$30.00 Cl #010500  
Recording Area

Name and Return Address

Brian M. Nodolf  
Spangler, Nodolf, Bruder  
& Klinkhammer, LLC  
P.O. Box 1165  
Eau Claire, WI 54702-1165

Parcel Identification Number (PIN)

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WRDA Rev. 12/22/2010

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into this 22nd day of August, 2011, by and between Randy Richardson and Audrey Richardson, husband and wife (hereinafter "Lessor") and Greg Bechel Trucking and Excavating, LLC a Wisconsin limited liability company, (hereinafter "Lessee").

### RECITALS:

A. Lessor and Lessee have entered into a Lease Agreement dated January 23, 2010 (the "Lease"), an Amended and Restated Lease Agreement dated April 13, 2011 (the "Amendment"), and the Second Amended and Restated Lease Agreement (the "2<sup>nd</sup> Amendment") dated August, 22, 2011, whereby Lessor has agreed to lease and grant to Lessee the exclusive right to remove overburden, excavate, stockpile, process, load, and ship rock, limestone, sandstone, sand, gravel and other similar materials and substances associated therewith from certain real property lying and being in the County of Pepin, State of Wisconsin, and being more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

B. The parties wish to give notice of the existence of such Lease, Amendment, and 2<sup>nd</sup> Amendment.

IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor and Lessee have entered into the Lease, Amendment, and 2<sup>nd</sup> Amendment as identified above for the exclusive rights as described above.
2. The Initial Term of said Lease, Amendment, and 2<sup>nd</sup> Amendment commences on the 23rd day of January, 2010, and ends on the 22nd day of January, 2017. Additionally, the Lease, Amendment, and 2<sup>nd</sup> Amendment contain up to five (5) consecutive five (5) year option terms to be exercised pursuant to the terms of the Lease, Amendment, and 2<sup>nd</sup> Amendment.
3. This Memorandum of Lease has been executed and delivered by the parties for the purpose of recording and giving notice that a contractual relationship relating to the Premises has been created between Lessor and Lessee in accordance with the terms, covenants, and conditions of the Lease, Amendment, and 2<sup>nd</sup> Amendment.
4. The terms and conditions of the Lease, Amendment, and 2<sup>nd</sup> Amendment are incorporated by reference into this Memorandum of Lease as if set forth fully herein at length.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Lease to be duly executed as of the day and year first above written.

LESSOR:

Randy L. Richardson

Randy L. Richardson a/k/a Randy Richardson

Audrey J. Richardson

Audrey J. Richardson a/k/a Audrey Richardson

LESSEE:

Greg Bechel Trucking and Excavating, LLC

Gregory S. Bechel

By: Gregory S. Bechel

Its: President/CEO

STATE OF WISCONSIN

)

) SS

COUNTY OF PEPIN

)

Before me, the undersigned, on the 22<sup>nd</sup> day of August, 2011, personally appeared, Randy L. Richardson a/k/a Randy Richardson, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that same was executed as the free and voluntary act and deed of said person(s) for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Brian M. Nodolf

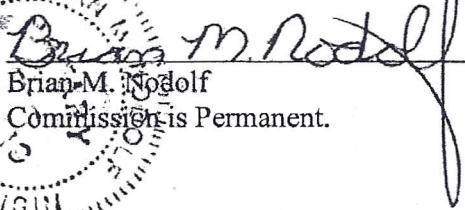
Brian M. Nodolf  
Commission is Permanent.

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STATE OF WISCONSIN                    )  
   ) SS  
 COUNTY OF PEPIN                        )

Before me, the undersigned, on the 22<sup>nd</sup> day of August, 2011, personally appeared, Audrey J. Richardson a/k/a Audrey Richardson, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that same was executed as the free and voluntary act and deed of said person(s) for the uses and purposes therein set forth.

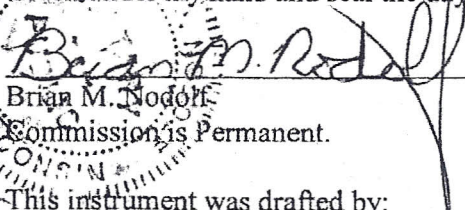
Given under my hand and seal the day and year last above written.

  
 Brian M. Nodolf  
 Commission is Permanent.

STATE OF WISCONSIN                    )  
   ) SS  
 COUNTY OF PEPIN                        )

Before me, the undersigned, on the 22<sup>nd</sup> day of August, 2011, personally appeared, Gregory S. Bechel, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that same was executed as the free and voluntary act and deed of said person(s) for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

  
 Brian M. Nodolf  
 Commission is Permanent.

This instrument was drafted by:

Brian M. Nodolf  
 Spangler, Nodolf, Bruder & Klinkhammer, LLC  
 P.O. Box 1165  
 Eau Claire, WI 54702-1165



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EXHIBIT A

LEGAL DESCRIPTION

S1/2 of the SW1/4 of the SW1/4 and the S1/2 of the SE1/4 of the SW1/4 of Section 3, Township 24 North, Range 14 West, except that part of the S1/2 of the SE1/4 of the SW1/4 of Section 3, Township 24 North, Range 14 West, described as follows: Commencing at the point where the centerline of County Road "D" intersects the South line of the said SE1/4 of the SW1/4 which is also the centerline of Tom Rutherford's Driveway; thence North along the centerline of County Road "D" 365 feet to the point of beginning; thence at a right angle East in a straight line along a fence 350 feet to a point; thence at a right angle North in a straight line 150 feet to a point; thence at a right angle West in a straight line 110 feet to a point; thence at a right angle North in a straight line 47 feet to a point; thence at a right angle West in a straight line 25 feet to a point; thence at a right angle South in a straight line 47 feet to a point; thence at a right angle West in a straight line 215 feet to the centerline of County Road "D"; thence South along the centerline of County Road "D" 150 feet to the point of beginning.

AND

All that part of the N1/2 of the SE1/4 of the SW1/4 of Section 3 lying East of County Road "D", and the NW1/4 of the NE1/4 of Section 9, all in Township 24 North, Range 14 West; except part of the N1/2 of the SE1/4 of the SW1/4 lying East of County Road "D" in Section 3, described as follows: Commencing at a point where the South boundary line of the above described land intersects the centerline of County Hwy. "D"; thence Northwesterly along said centerline 300 feet to the point of beginning for lands herein conveyed; thence continuing Northwesterly along said centerline 414 feet; thence East 420 feet; thence Southeasterly and parallel to County Hwy "D" 414 feet; thence West to the point of beginning.

AND

The NE1/4 of the NE1/4 of Section 9, Township 24 North, Range 14 West. Also a parcel of land <sup>\*</sup>commencing at the SE corner of the SE1/4 of the SE1/4 of Section 4, Township 24 North, Range 14 West; thence West 60 rods; thence North 26 and 2/3 rods; thence East 60 rods; thence South 26 and 2/3 rods to the place of beginning.

\*located in the SE 1/4 of the SE 1/4 described as: (lmw)

AND

The NW1/4, the SW1/4 of the NE1/4, and ten acres off the South side of the NW1/4 of the NE1/4, all in Section 10, Township 24 North, Range 14 West, except Lot 1 of CSM No. 65 recorded in Volume 1 of CSM, Pages 65a and 65b as Document No. 093859, being located in the SW1/4 of the NE1/4 and in the SE1/4 of the NW1/4, all in Section 10, Township 24 North, Range 14 West, Town of Frankfort, Pepin County, Wisconsin, and also except a parcel of land located in the SW1/4 of the NE1/4 of Section 10, Township 24 North, Range 14 West, Town of Frankfort, Pepin County, Wisconsin, described as follows: commencing at the East Quarter Corner of said Section 10; thence along the east/west quarter line of said Section, West, 1631.42 feet; thence North, 11.09 feet to the

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point of beginning and being the Southeast corner of Lot 1 of CSM No. 65; thence continuing North along the East line of said Lot 1, 587.25 feet; thence N 90°00'00" E to the East line of the SW1/4 of the NE1/4; thence South along the East line of said forty to a point which is S 87°19'03" East of the point of beginning; thence N 87°19'03" W to the point of beginning.