

Adopted by City Council on 01.09.1990

Assignment and Assumption of lease agreement to Oklahoma Construction Materials on 12.13.2005

(Originally Norman Asphalt)

CONTRACT NO. K-8990-32

IS STILL ACTIVE

AND FILED UNDER

LEG/CONTRACT/K-8990-32

LEASE AGREEMENT

This LEASE AGREEMENT made and entered into this 1st day of December, 1988, by and between the CITY OF NORMAN, OKLAHOMA, a municipal corporation, hereinafter referred to as "Lessor", and NORMAN ASPHALT COMPANY, INC., hereinafter referred to as "Lessee",

W I T N E S S E T H:

1. RECITATIONS

a) The parties hereto made and entered into a certain Lease Agreement covering Lots Fifteen (15) through Twenty (20) and the Northeast Quarter (NE/4) of Lot Twenty-Two (22), Section Eighteen (18), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, on July 17, 1984, which Lease Agreement has remained in full force and effect.

b) The parties agree that upon execution of this agreement that this Lease Agreement shall supersede the Lease Agreement of July 17, 1984, and all other former leases between the parties hereto.

c) Upon execution of this Lease Agreement, Lessee shall release all claims to the land covered by the Lease Agreement of July 17, 1984, except that portion which is hereinafter more particularly described and covered by this Lease Agreement.

d) Lessee agrees to lease from Lessor the real estate and premises hereinafter described, for the purposes of operating an asphalt manufacturing plant, a sand mine, and kindred business and activities on said land, and for the terms, uses and purposes and in accordance with all the provisions hereof.

Now, therefore, in consideration of the mutual covenants and agreements herein contained to be kept and performed by each of the parties hereto, it is mutually agreed as follows:

2. LAND COVERED BY THIS LEASE

The real estate and premises covered by this lease is more particularly described on Exhibit A, attached hereto and made a part hereof.

3. TERM OF LEASE

Lessor does hereby lease, demise and let, according to the provisions hereof, possession of the real estate and premises described on Exhibit A, attached hereto and made a part hereof, for a period of twenty-six (26) years, commencing on the date of this lease as set forth above.

4. USES

The above described land is let to Lessee by Lessor for the purpose of operating an asphalt manufacturing plant, a sand mine or related purposes.

5. OPERATION OF ASPHALT MANUFACTURING PLANT

In consideration of the use, occupancy and possession of the above described property for operation of an asphalt manufacturing plant by Lessee, Lessee agrees to pay and Lessor agrees to accept the sum of Four Hundred Thirty-Five Dollars and Thirteen Cents (\$435.13) per month, payable in advance on or before the 10th day of each month during the term hereof; provided, said rental shall be adjusted in direct proportion to the increase or decrease in the cost of living as reflected in the "Consumer Price Index for All Urban Consumers, United States Average" compiled by the Bureau of Labor Statistics of the United States Department of Labor; provided, that rent paid hereunder shall never be less than Four Hundred Dollars (\$400.00) per month. Rental shall be adjusted and established for each year during the term hereof as provided, commencing on the date of this lease as set forth above, and on a like day of each successive year thereafter.

6. OPERATION OF SAND MINE

In consideration of the use, occupancy and possession

of the above described property for operation of a sand mine, by which Lessee will enter upon the above described land and take and remove sand therefrom in such quantities as it desires, and, in connection therewith, dredge and stock pile sand thereon and locate, maintain and operate such machinery, equipment and other personal property as may be expedient for said purpose, Lessee agrees to keep an accurate account of the weight of sand removed by it from said land and pay to Lessor a royalty as hereinafter described. Lessee agrees to furnish Lessor with a copy of the aforesaid account on or before the 10th day of each month evidencing the amount of sand removed during the preceding calendar month. Lessor shall have the right to inspect the records of Lessee at all reasonable times to verify the amount of sand removed by it. In consideration of the above, Lessee agrees to pay and Lessor agrees to accept a royalty of Ten and Eighty-Eight One Hundredths Cents (10.88¢) per ton of sand removed, provided that the royalty shall be adjusted in direct proportion to the increase or decrease in the cost of living as reflected in the "Consumer Price Index for All Urban Consumers, United States Average" compiled by the Bureau of Labor Statistics of the United States Department of Labor; provided, that royalty paid hereunder shall never be less than Ten Cents (10¢) per ton of sand removed. Royalty shall be adjusted and established for each year during the term hereof as provided commencing on the date of the lease as set forth above and on a like day of each successive year thereafter.

7. LESSEE'S RESPONSIBILITIES

Lessee shall be solely responsible for the conduct and management of the above-described property as an asphalt plant and sand mine, and shall furnish and supply all equipment, tools, and labor necessary for the proper conduct of such businesses without cost to Lessor and shall maintain said property during the term hereof at its sole expense.

8. ASSIGNMENT

Lessee shall not assign this lease or sublet any portion of the property covered hereby without the written consent of Lessor, which consent shall not be unreasonably withheld. Lessee may, without consent of Lessor, assign this lease to another corporate entity in which Gary J. Lohne or his children are the majority shareholders.

9. CESSATION OF ASPHALT PLANT OPERATION

In the event Lessee ceases to operate or use the premises for an asphalt plant site or related purposes, then in such event this Lease Agreement shall automatically terminate and the Lessor shall be entitled to immediate possession of said premises.

10. INSURANCE

Lessee agrees at its sole expense to carry public liability and property damage insurance covering its activities upon the leased land with Lessor named as party insured in an amount not less than \$1,000,000.00 and furnish Lessor with a memorandum of such insurance contract.

11. INGRESS AND EGRESS

Lessor grants to Lessee the right of ingress and egress to the subject property on the roadway which runs from South Chautauqua Street to the point of beginning for Tract A, as shown on Exhibit A, attached hereto and made a part hereof. The right of ingress and egress shall remain in effect during the term of the lease agreement.

12. DEFAULT

In the event either party hereto should default in the performance of any obligation hereunder on its part to be performed, the other party agrees to give such defaulting party five (5) days notice in writing of such default. Should such default not be corrected with five (5) days after the giving of such notice, then and in that event the party giving such notice shall

have the right and option to terminate this lease or pursue such other remedy as provided by law, including the right on the part of Lessor to re-enter and take possession of the premises and collect damages resulting from such default. If either party is compelled to resort to proceedings at law to protect its rights hereunder, the party ultimately determined to be at fault shall pay all costs and expenses of such litigation including a reasonable attorney fee in a sum to be fixed by the Court, in addition to all other cost and damages according to law.

Any notice given hereunder by either of the parties hereto shall be considered as having been legally given when deposited in the United States Post Office with postage thereon fully prepaid, addressed as follows:

The City of Norman, Oklahoma
Office of the City Manager
Post Office Box 370
Norman, Oklahoma 73070

Norman Asphalt Company
Post Office Box 428
Norman, Oklahoma 73070

13. TERMINATION AND EXTENSION

This lease shall not be considered renewed or extended unless the same be in writing and signed by the parties hereto, and in the event Lessee continues in possession after the termination date hereof, it shall be considered a month-to-month tenancy.

At the end of the term of this lease or any extended term hereof, Lessee shall return the leased premises to Lessor in substantially the same condition as existed at the commencement of the lease term and remove all of its tools, equipment and personal property therefrom.

14. BINDING EFFECT

This contract and agreement shall be binding upon the parties hereto and their respective successors and assigns. The

provisions of this Lease Agreement shall supercede all former leases and agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

"LESSOR"

APPROVED AS TO FORM AND LEGALITY
BY THE OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

By: 

CITY OF NORMAN, OKLAHOMA, a
municipal corporation

By: 

Mayor

ATTEST:


City Clerk

"LESSEE"

NORMAN ASPHALT COMPANY, INC.

By: 

President

ATTEST:


Secretary

SCALE 1"=100'

[illegible]

Maria J. H.
Notary Public

Subscribed and sworn to before me this 7th
day of December, 1987
My commission expires: 12/1/90

STOUT'S SURVEYING COMPANY
MOORE, OILHOLMA
P.O. BOX 8948
PHONE 794-3040

ADDENDUM NO. 1 TO CONTRACT NO. K-8990-32

THIS ADDENDUM is made and entered into this 13th day of June, 2000, by and between the City of Norman, Oklahoma, a Municipal Corporation, hereinafter referred to as the "City" and Norman Asphalt Company, Inc., hereinafter referred to as the "Norman Asphalt";

WITNESSETH:

WHEREAS, the City and Norman Asphalt entered into Contract No. K-8990-32 on the 1st day of December, 1989, for the purpose of leasing property for the purpose of Norman Asphalt operating an asphalt manufacturing plant, sand mine or related purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, it is agreed that said Contract No. K-8990-32, shall be amended by amending paragraph 3 on page 2 of said Lease with respect to Term of Lease, to read as follows:

"Lessor does hereby lease, demise and let, according to the provisions hereof, possession of the real estate and premises described on Exhibit A, attached hereto and made a part hereof, for a period twenty-six (26) years, and hereby grants an extension of the current lease term an additional twenty-six (26) years, to the year 2041, commencing on the date of this addendum ~~lease~~ as set forth above."

The rest and remainder of Contract No. K-8990-32 shall remain the same and unchanged by this amendment.

IN WITNESS WHEREOF the parties hereto have set their official names and signatures on the day and year first above written.

Executed and adopted this 13th day of June, 2000, for Norman Asphalt Company, Inc.

NORMAN ASPHALT COMPANY, INC.

BY: [Signature]

Name: CHRIS LOTTNE

Title: Vice President

ATTEST:

[Signature]
Corporate Secretary

Approved by the City Council of the City of Norman this 13th day of June, 2000.

CITY OF NORMAN, OKLAHOMA
A Municipal Corporation

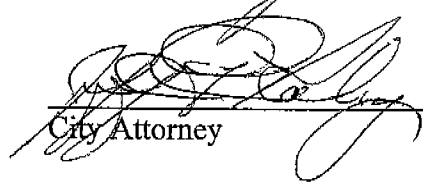
By: 
Bob Thompson, Mayor

(SEAL)

ATTEST:


City Clerk

Approved as to form and legality this 7 day of June, 2000.


City Attorney

Contracts/Amd #1 to Norman Asphalt 8990-32 (clean)

MEMORANDUM OF LEASE AGREEMENT

April 10, **THIS MEMORANDUM OF LEASE AGREEMENT** (this "Memorandum") dated *10,* 2001, is by and between **THE CITY OF NORMAN, OKLAHOMA**, a municipal corporation ("Landlord"), and **NORMAN ASPHALT COMPANY, INC.**, an Oklahoma corporation ("Tenant").

MEMORANDUM

Landlord and Tenant, entered into that certain Lease Agreement, dated December 1, 1989 (together with any amendments, renewals and replacements thereto and thereof, the "Lease"), under which Landlord, for and in consideration of the covenants and agreements therein contained to be kept and performed by Tenant, leased to Tenant the real property described on Exhibit A attached hereto and incorporated herein by this reference, together with all of the rights, privileges and easements thereto incident, as more particularly described therein (the "Demised Premises") for the purpose of operating an asphalt manufacturing plant, a sand mine or related purposes. This Memorandum in no way modifies or affects the Lease or the duties, obligations, rights and privileges created thereunder.

1. The City of Norman, Oklahoma is the current landlord under the Lease. Landlord's address is Post Office Box 370, Norman Oklahoma 73070.
2. Norman Asphalt Company, Inc. is the current tenant under the Lease. Tenant's address is Post Office Box 428, Norman Oklahoma 73070.
3. The Demised Premises are described on Exhibit A attached hereto.
4. The Lease is for a term of twenty-six (26) years commencing on December 1, 1989. Tenant has the option to extend the Lease for an additional twenty-six (26) years, to the year 2041.
5. Tenant will pay to Landlord rent and/or royalties in the amounts, at the times, and in the manner set forth in the Lease.
6. The Demised Premises are to be used for the operation of an asphalt manufacturing plant, removal by Tenant of sand or related purposes.
7. The Lease shall not be modified or canceled except by a writing subscribed by all parties thereto.
8. This Memorandum may be executed in counterpart originals, which when taken as a whole, shall constitute one instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

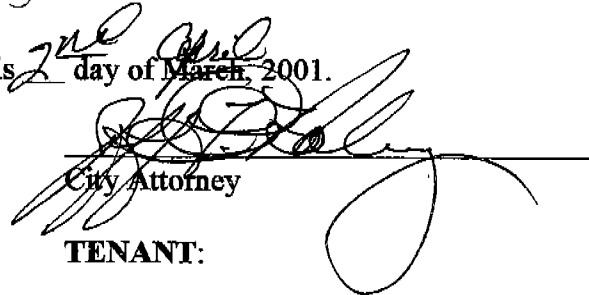
CITY OF NORMAN, OKLAHOMA,
a municipal corporation

By: , Mayor

ATTEST:



City Clerk

Approved as to form and legality this 2nd day of March, 2001.

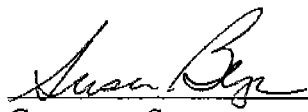

City Attorney

TENANT:

NORMAN ASPHALT COMPANY, INC.,
an Oklahoma corporation

By: 
Chris Lohme, Vice President

ATTEST:


Corporate Secretary

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 § ss.
COUNTY OF Cleveland §

The foregoing Memorandum of Lease was acknowledged before me this 2nd day of April, 2001, by Chris Lehne as Vice-president of Norman Asphalt Company, Inc., an Oklahoma corporation, on behalf of said corporation.

(SEAL)

Christie D. Campbell
Notary Public

My commission expires: November 6, 2004

ACKNOWLEDGMENT

STATE OF OKLAHOMA §

COUNTY OF Cleveland

SS.

The foregoing Memorandum of Lease was acknowledged before me this 10th day of April, 2001, by Bob Thompson as the Mayor of the City of Norman, Oklahoma, a municipal corporation.

(SEAL)

Brenda Simoat
Notary Public

Notary Public

My commission expires: 11-2-02

EXHIBIT A

A tract of land being a part of the North Half (N/2) of Section 18, Township 8 North (T8N), Range 2 West (R2W), of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:
COMMENCEING at the Northwest corner of the Northeast Quarter (NE/4), of said Section 18:
THENCE South 00 degrees 17 minutes 56 seconds East along the West line of said Northeast Quarter a distance of 1332.31 feet to a point;
THENCE South 25 degrees 35 minutes 03 seconds West a distance of 171.64 feet to the POINT OF BEGINNING;
THENCE South 00 degrees 00 minutes 00 seconds East a distance of 2816.15 feet to a point;
THENCE South 52 degrees 07 minutes 49 seconds East a distance of 130.41 feet to a point;
THENCE South 57 degrees 40 minutes 50 seconds East a distance of 189.44 feet to a point;
THENCE South 56 degrees 27 minutes 47 seconds East a distance of 180.47 feet to a point;
THENCE South 78 degrees 15 minutes 31 seconds East a distance of 357.83 feet to a point;
THENCE South 78 degrees 45 minutes 31 seconds East a distance of 276.86 feet to a point;
THENCE South 58 degrees 18 minutes 13 seconds East a distance of 108.31 feet to a point;
THENCE North 00 degrees 00 minutes 00 seconds West a distance of 1221.73 feet to a point;
THENCE North 90 degrees 00 minutes 00 seconds East a distance of 350.12 feet to a point;
THENCE North 00 degrees 00 minutes 00 seconds West a distance of 800.00 feet to a point;
THENCE North 90 degrees 00 minutes 00 seconds West a distance of 350.12 feet to a point;
THENCE North 00 degrees 00 minutes 00 seconds West a distance of 839.91 feet to a point;
THENCE South 43 degrees 45 minutes 40 seconds West a distance of 208.65 feet to a point;
THENCE South 60 degrees 10 minutes 45 seconds West a distance of 431.90 feet to a point;
THENCE North 46 degrees 03 minutes 05 seconds West a distance of 499.57 feet to a point;
THENCE North 29 degrees 35 minutes 55 seconds West a distance of 503.76 feet to the POINT OF BEGINNING, containing 72.78 acres more or less, and subject to all easements and rights of way of record.

NORMAN ASPHALT CO.

MINING LEASE AMENDMENT

THIS AMENDMENT (this "Amendment") is made this 8th day of May, 2001 by and between THE CITY OF NORMAN, OKLAHOMA, a municipal corporation ("Landlord") as lessor, and NORMAN ASPHALT CO., an Oklahoma corporation ("Tenant"), as lessee.

RECITALS

WHEREAS, Landlord and Tenant entered into that certain lease dated December 1, 1989 (the "Lease Agreement");

WHEREAS, Landlord and Tenant amended the Lease on June 13, 2000, pursuant to that certain Addendum No. 1 to Contract No. K-8990-32 (the "Addendum" together with the Lease Agreement, collectively, the "Lease");

WHEREAS, the full legal description for the leased property was not incorporated in the legal description attached to the Lease;

WHEREAS, the parties desire to amend the legal description;

NOW, THEREFORE, the parties hereby revise the Lease as follows:

1. Exhibit A is amended to include the land described in the legal description attached hereto as Exhibit A.
2. Terms used but not defined herein shall have the same meaning ascribed in the Lease.
3. To the extent there is a conflict between the terms of the Lease and this Amendment, this Amendment shall control. All other terms of the Lease remain in full force and effect.

This Amendment may be executed in one or more counterparts.

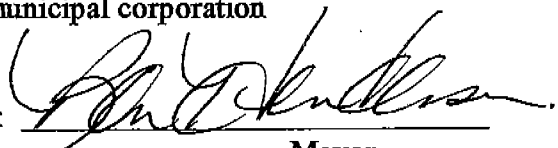
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

NORMAN ASPHALT CO.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

CITY OF NORMAN, OKLAHOMA,
a municipal corporation

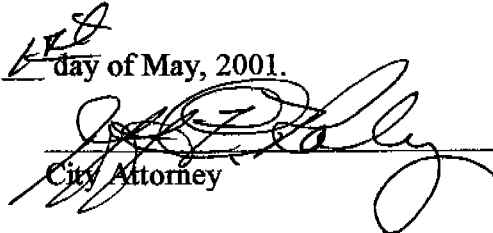
By: 
_____, Mayor

ATTEST:



City Clerk


Approved as to form and legality this 1st day of May, 2001.



City Attorney

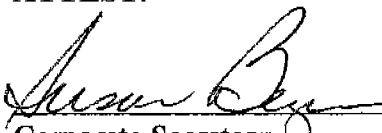
TENANT:

NORMAN ASPHALT CO.,
an Oklahoma corporation

By: 

Chris Lohne, Vice President

ATTEST:



Corporate Secretary

NORMAN ASPHALT CO.

EXHIBIT "A"

Legal Description (Asphalt Plant - Cleveland County)

A tract of land being part of the North Half (N/2) of Section Eighteen (18), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter (NE/4) of said Section 18; Thence South 00 degrees 17 minutes 56 seconds East along the West line of said Northeast Quarter (NE/4) a distance of 1332.31 feet to a point; Thence South 25 degrees 35 minutes 03 seconds West a distance of 171.64 feet to the POINT OF BEGINNING;

Thence South 00 degrees 00 minutes 00 seconds East a distance of 2816.15 feet to a point;
Thence South 52 degrees 07 minutes 49 seconds East a distance of 130.41 feet to a point;
Thence South 57 degrees 40 minutes 50 seconds East a distance of 189.44 feet to a point;
Thence South 56 degrees 27 minutes 47 seconds East a distance of 180.47 feet to a point;
Thence South 78 degrees 15 minutes 31 seconds East a distance of 357.83 feet to a point;
Thence South 78 degrees 45 minutes 31 seconds East a distance of 276.86 feet to a point;
Thence South 58 degrees 18 minutes 13 seconds East a distance of 108.31 feet to a point;
Thence North 00 degrees 00 minutes 00 seconds West a distance of 1221.73 feet to a point;
Thence North 90 degrees 00 minutes 00 seconds East a distance of 350.12 feet to a point;
Thence North 00 degrees 00 minutes 00 seconds West a distance of 800.00 feet to a point;
Thence North 90 degrees 00 minutes 00 seconds West a distance of 350.12 feet to a point;
Thence North 00 degrees 00 minutes 00 seconds West a distance of 893.91 feet to a point;
Thence South 43 degrees 45 minutes 40 seconds West a distance of 208.65 feet to a point;
Thence South 60 degrees 10 minutes 45 seconds West a distance of 431.90 feet to a point;
Thence North 46 degrees 03 minutes 05 seconds West a distance of 499.57 feet to a point;

Thence North 29 degrees 35 minutes 55 seconds West a distance of 503.76 feet to the POINT OF BEGINNING, containing 72.78 acres more or less, and subject to all easements and rights of record.

NORMAN ASPHALT CO.

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 § ss.
COUNTY OF Cleveland §

The foregoing Memorandum of Lease was acknowledged before me this 30 day of April, 2001, by Chris John as Vice-President of Norman Asphalt Co., an Oklahoma corporation, on behalf of said corporation.

(SEAL)

Christine D Campbell
Notary Public

My commission expires: November 6, 2004

NORMAN ASPHALT CO.

ACKNOWLEDGMENT

STATE OF OKLAHOMA §

COUNTY OF Cleveland §

SS.

The foregoing Memorandum of Lease was acknowledged before me this 24th day of May, 2001, by Ken Henderson as the Mayor of the City of Norman, Oklahoma, a municipal corporation.

(SEAL)

Brenda Smoot
Notary Public

My commission expires: 11-2-02

NORMAN ASPHALT CO.

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum") dated May 8, 2001, is by and between THE CITY OF NORMAN, OKLAHOMA, a municipal corporation ("Landlord"), and NORMAN ASPHALT CO., an Oklahoma corporation ("Tenant").

MEMORANDUM

Landlord and Tenant, entered into that certain Lease Agreement, dated December 1, 1989 (together with any amendments, renewals and replacements thereto and thereof, the "Lease"), under which Landlord, for and in consideration of the covenants and agreements therein contained to be kept and performed by Tenant, leased to Tenant the real property described on Exhibit A attached hereto and incorporated herein by this reference, together with all of the rights, privileges and easements thereto incident, as more particularly described therein (the "Demised Premises") for the purpose of operating an asphalt manufacturing plant, a sand mine or related purposes. This Memorandum in no way modifies or affects the Lease or the duties, obligations, rights and privileges created thereunder.

1. The City of Norman, Oklahoma is the current landlord under the Lease. Landlord's address is Post Office Box 370, Norman Oklahoma 73070.
2. Norman Asphalt Co. is the current tenant under the Lease. Tenant's address is Post Office Box 428, Norman Oklahoma 73070.
3. The Demised Premises are described on Exhibit A attached hereto.
4. The Lease is for a term of twenty-six (26) years commencing on December 1, 1989. Tenant has the option to extend the Lease for an additional twenty-six (26) years, to the year 2041.
5. Tenant will pay to Landlord rent and/or royalties in the amounts, at the times, and in the manner set forth in the Lease.
6. The Demised Premises are to be used for the operation of an asphalt manufacturing plant, removal by Tenant of sand or related purposes.
7. The Lease shall not be modified or canceled except by a writing subscribed by all parties thereto.
8. This Memorandum may be executed in counterpart originals, which when taken as a whole, shall constitute one instrument.

NORMAN ASPHALT CO.

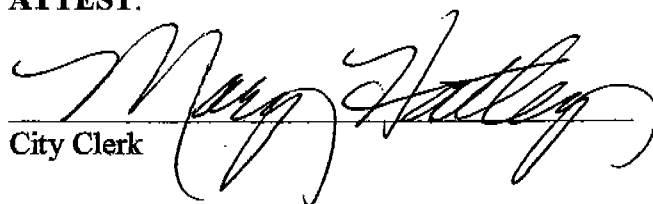
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

CITY OF NORMAN, OKLAHOMA,
a municipal corporation

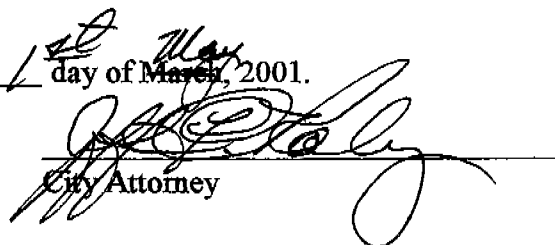
By: 
_____, Mayor

ATTEST:



City Clerk


Approved as to form and legality this 1st day of May, 2001.



City Attorney

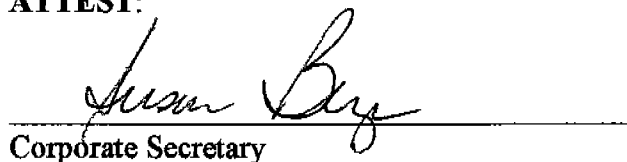
TENANT:

NORMAN ASPHALT CO.,
an Oklahoma corporation

By: 

Chris Lohne, Vice President

ATTEST:



Corporate Secretary

NORMAN ASPHALT CO.**EXHIBIT "A"****Legal Description
(Asphalt Plant - Cleveland County)**

A tract of land being a part of the North Half (N/2) of Section 18, Township 8 North (T8N), Range 2 West (R2W), of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter (NE/4), of said Section 18; THENCE South 00 degrees 17 minutes 56 seconds East along the West line of said Northeast Quarter a distance of 1332.31 feet to the POINT OF BEGINNING;

THENCE North 25 degrees 35 minutes 03 seconds East a distance of 49.81 feet to a point;
THENCE South 87 degrees 21 minutes 10 seconds East a distance of 697.89 feet to a point;
THENCE South 29 degrees 42 minutes 15 seconds East a distance of 675.53 feet to a point;
THENCE South 43 degrees 45 minutes 40 seconds West a distance of 208.65 feet to a point;
THENCE South 60 degrees 10 minutes 45 seconds West a distance of 431.90 feet to a point;
THENCE North 46 degrees 03 minutes 05 seconds West a distance of 499.57 feet to a point;
THENCE North 29 degrees 35 minutes 55 seconds West a distance of 503.76 feet to a point;

THENCE North 25 degrees 35 minutes 03 seconds East a distance of 171.64 feet to the POINT OF BEGINNING, containing 15.9550 acres more or less and subject to all easements and rights of way of record.

AND

A tract of land being part of the North Half (N/2) of Section Eighteen (18), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter (NE/4) of said Section 18; Thence South 00 degrees 17 minutes 56 seconds East along the West line of said Northeast Quarter (NE/4) a distance of 1332.31 feet to a point; Thence South 25 degrees 35 minutes 03 seconds West a distance of 171.64 feet to the POINT OF BEGINNING;

Thence South 00 degrees 00 minutes 00 seconds East a distance of 2816.15 feet to a point;
Thence South 52 degrees 07 minutes 49 seconds East a distance of 130.41 feet to a point;
Thence South 57 degrees 40 minutes 50 seconds East a distance of 189.44 feet to a point;
Thence South 56 degrees 27 minutes 47 seconds East a distance of 180.47 feet to a point;
Thence South 78 degrees 15 minutes 31 seconds East a distance of 357.83 feet to a point;
Thence South 78 degrees 45 minutes 31 seconds East a distance of 276.86 feet to a point;
Thence South 58 degrees 18 minutes 13 seconds East a distance of 108.31 feet to a point;
Thence North 00 degrees 00 minutes 00 seconds West a distance of 1221.73 feet to a point;
Thence North 90 degrees 00 minutes 00 seconds East a distance of 350.12 feet to a point;

NORMAN ASPHALT CO.

Thence North 00 degrees 00 minutes 00 seconds West a distance of 800.00 feet to a point;
Thence North 90 degrees 00 minutes 00 seconds West a distance of 350.12 feet to a point;
Thence North 00 degrees 00 minutes 00 seconds West a distance of 893.91 feet to a point;
Thence South 43 degrees 45 minutes 40 seconds West a distance of 208.65 feet to a point;
Thence South 60 degrees 10 minutes 45 seconds West a distance of 431.90 feet to a point;
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NORMAN ASPHALT CO.

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 § ss.
COUNTY OF Cleveland §

The foregoing Memorandum of Lease was acknowledged before me this 30 day of April, 2001, by Chris John as Vice-President of Norman Asphalt Co., an Oklahoma corporation, on behalf of said corporation.

(SEAL)

Christine D Campbell
Notary Public

My commission expires: November 6, 2004

Since 1972

ACKNOWLEDGMENT

COUNTY OF Clark

SS.

(SEAL)

Brenda Smoot
Notary Public

My commission expires: 11-2-02

P.O. Box 428 • Norman, OK 73070 • 405/321-2110 • 405/321-2332 FAX