

LANDLORD'S WAIVER

THIS LANDLORD'S WAIVER AND CONSENT ("Waiver") is made and entered into as of this ____ day of April, 2022, by and among the **CITY OF NORMAN** (the "Landlord"), **HASKELL LEMON GROUP, LLC**, an Oklahoma limited liability company (the "Company") and **UMB BANK, N.A.**, a national banking association ("Lender").

A. The Landlord is the owner of the real property commonly known as 4511 South Chautauquah Avenue, Norman, Oklahoma (the "Premises"), and has leased the Premises to the Company, whether originally or through assignment, pursuant to that certain Lease Agreement No. K-8990-32 dated December 1, 1989, as amended (the "Lease"), a copy of which is attached hereto as Exhibit A.

B. The Lender has or will enter into that certain Second Amended and Restated Loan and Security Agreement dated as of December 31, 2021, by and between the Company, certain of its affiliates, and the Lender (as amended, restated, modified, supplemented, refinanced or renewed from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to thereto in the Loan Agreement), and to secure the obligations arising under the Loan Agreement and related documents, the Company has granted to the Lender, a security interest in and lien upon certain assets of the Company, including, without limitation, certain of the goods, inventory, machinery, equipment, and furniture and trade fixtures (such as equipment bolted to floors), as more specifically set forth in the Loan Agreement, but expressly excluding any real property and real property fixtures, together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing (collectively, the "Collateral").

NOW, THEREFORE, in consideration of any financial accommodations extended by the Lender to the Company at any time, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Landlord acknowledges that (a) the Lease is in full force and effect and (b) the Landlord is not aware of any existing default under the Lease.

2. The Landlord will use its commercially reasonable efforts to provide the Lender with written notice of any default by the Company under the Lease that will result in termination of the Lease (a "Default Notice"). No action by the Lender pursuant to this Waiver shall be deemed to be an assumption by the Lender of any obligation under the Lease, and, except as provided in paragraphs 6 and 7 below, the Lender shall not have any obligation to the Landlord.

3. The Landlord acknowledges the validity of the Lender's lien on the Collateral and, until such time as the obligations of the Company to the Lender are indefeasibly paid in full and all commitments to lend or provide other extensions of credit are terminated, the Landlord waives any interest in the Collateral and agrees not to distrain or levy upon any Collateral or to assert any landlord lien, right of distraint or other claim or take any other action against the Collateral for any reason. Notwithstanding the foregoing, the Landlord does not waive any rights that the Landlord may subsequently acquire as a judgment creditor. The Landlord acknowledges and agrees that the Collateral is and will remain personal property and will not become part of the Premises.

4. Prior to a termination of the Lease, the Lender or its representatives or invitees may, subject to the rights of the Company, enter upon the Premises at any time after reasonable advance notice to Landlord, without any interference by the Landlord to inspect or remove any or all of the Collateral.

5. Upon a termination of the Lease, the Landlord will permit the Lender and its representatives and invitees to occupy and remain on the Premises; provided, that (a) such period of occupation (the “Disposition Period”) shall not exceed 60 days following receipt by the Lender of a Default Notice or, if the Lease has expired by its own terms (absent a default thereunder), up to 60 days following the Lender’s receipt of written notice of such expiration, (b) for the actual period of occupancy by the Lender, the Lender will pay to the Landlord the basic and additional rent due under the Lease pro-rated on a per diem basis determined on a 30-day month, and shall provide and retain liability and property insurance coverage, electricity and heat to the extent required by the Lease, and (c) such amounts paid by the Lender to the Landlord shall exclude any rent adjustments, indemnity payments or similar amounts for which the Company remains liable under the Lease for default, holdover status or other similar charges. Any payments of rent or additional rent paid by the Lender shall be applied to any payments due the Landlord by the Company but shall not release the Company from its obligations under the Lease. Any Collateral not removed from the Premises within the applicable time period set forth above shall be deemed abandoned by the Company and the Lender and may be removed, sold or otherwise dealt with by the Landlord without liability to the Company or the Lender.

6. During any Disposition Period, (a) the Lender and its representatives and invitees may inspect, repossess, remove and otherwise deal with the Collateral, and the Lender may advertise and conduct private sales of the Collateral at the Premises, in each case without interference by the Landlord or liability of the Lender to the Landlord, and (b) the Lender shall make the Premises available for inspection by the Landlord and prospective tenants and shall cooperate in the Landlord’s reasonable efforts to re-lease the Premises. If the Lender conducts a private sale of the Collateral at the Premises, the Lender shall notify the Landlord at least 10 days before the sale and shall hold such sale in a manner which will not unduly disrupt the Landlord’s or any other tenant’s use of the Premises.

7. The Lender shall promptly repair, at the Lender’s expense, or reimburse the Landlord for any physical damage to the Premises actually caused by the conduct of such sale and any removal of Collateral by or through the Lender, including any damage caused by the initial installation of the Collateral in the Premises, (ordinary wear and tear excluded). Lender shall not be liable for any diminution in value of the Premises caused by the absence of Collateral removed, nor shall the Lender have any duty or obligation to remove or dispose of any Collateral or any other property left on the Premises by the Company. At the end of any Disposition Period, Lender shall return the Premises to Landlord in “broom clean” condition.

8. The Lender shall indemnify, defend and hold the Landlord harmless from and against any and all injury, death, liability, damage, demand, cost and expense (including reasonable attorneys’ fees) incurred by or asserted against the Landlord on account, of or in connection with, the removal, repossession of, or sale of the Collateral by or at the direction of the Lender or by reason of the Lender’s entry on the Premises and any activities conducted thereon by

the Lender. This obligation shall survive the expiration of the period set forth in Paragraph 11 below.

9. All notices hereunder shall be in writing, sent by certified mail, return receipt requested or by telecopy, to the respective parties and the addresses set forth on the signature page or at such other address as the receiving party shall designate in writing.

10. This Waiver may be executed in any number of several counterparts, shall be governed and controlled by, and interpreted under, the laws of the State of Oklahoma, and shall inure to the benefit of the Lender and their respective successors and assigns and shall be binding upon the Landlord and its successors and assigns (including any transferees of the Premises). Any litigation based hereon, or arising out of, under, or in connection with this Agreement shall be brought and maintained exclusively in the courts situated in Cleveland County, Oklahoma or in the United States District Court for the Western District of Oklahoma.

11. The provisions hereof shall be irrevocable and shall remain in full force and effect until the Company has fully paid and performed all of its obligations to the Lender under the Loan Agreement and all other obligations under the Loan Agreement have been repaid in full and all commitments thereunder have been terminated.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Landlord's Waiver is entered into as of the date first set forth above.

Post Office Box 370
Norman, Oklahoma 73070
Attention: Office of the City Manager
Telephone: _____

LANDLORD:

CITY OF NORMAN, OKLAHOMA

By: _____

Name: _____

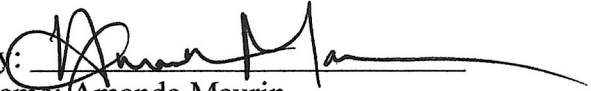
Title: _____

IN WITNESS WHEREOF, this Landlord's Waiver is entered into as of the date first set forth above.

LENDER:

1010 Grand Boulevard
Kansas City, Missouri 64106
Attention: Amanda Maurin
Telephone: (816) 860-8057
Facsimile: (816) 860-7143

UMB BANK, N.A.,
a national banking association

By: 
Name: Amanda Maurin
Title: Vice President

IN WITNESS WHEREOF, this Landlord's Waiver is entered into as of the date first set forth above.

COMPANY:

Haskell Lemon Group, LLC
520 W. Pennway Street, Suite 300
Kansas City, Missouri 64108
Attention: Mathew J. Bowen, III
Telephone: (816) 301-4881

HASKELL LEMON GROUP, LLC


By: 
Name: Mathew J. (Trey) Bowen, III
Title: President

Exhibit A
Lease Agreement

[See attached.]

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 (10.88c) 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 (10c) 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 within 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.

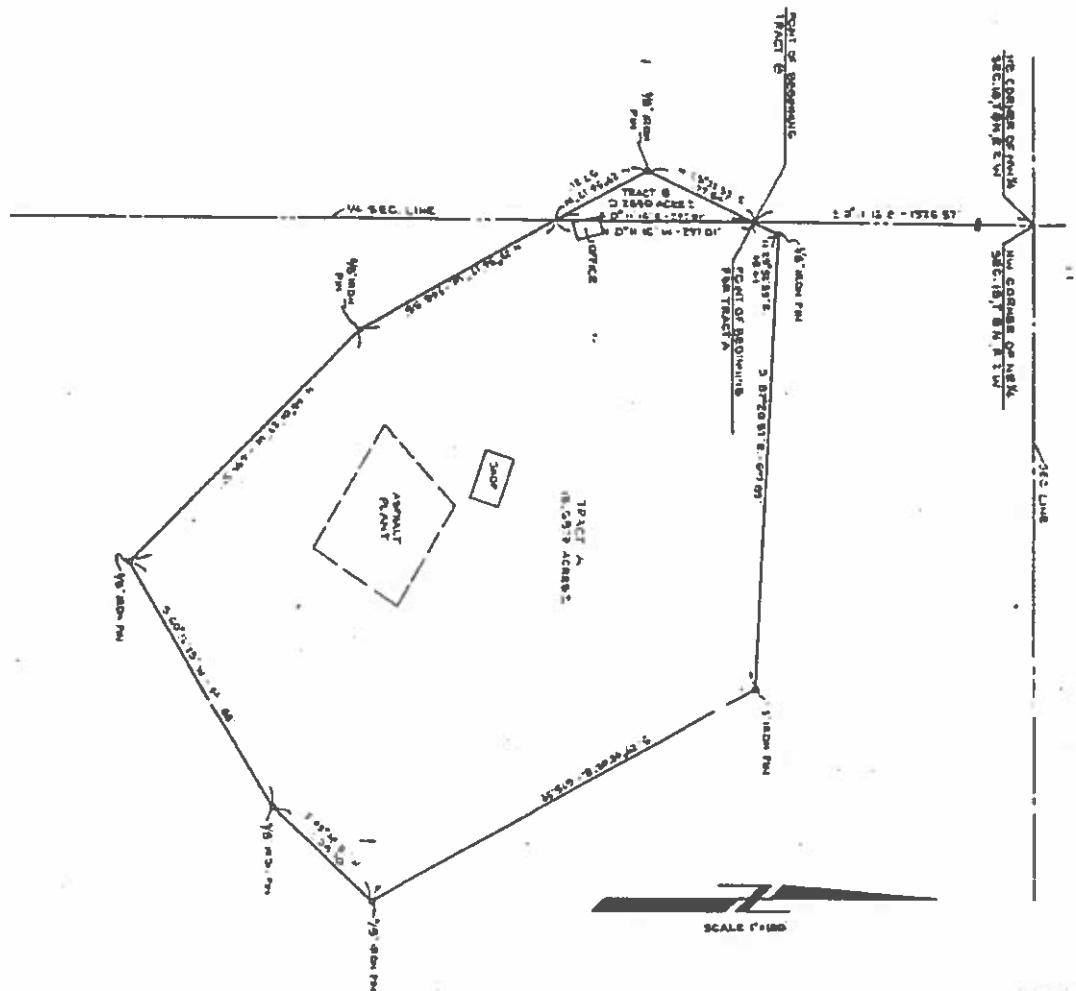
By: 

President

ATTEST:


Secretary

EXHIBIT A



WATKINS CERTIFICATE

[illegible]

~~Class of 1952~~
~~April 11, 1952~~

25

for the December, 1901

My commission expires 12/31/82

Robert M. La Follette
MAY 1911

STOUT'S SURVEYING COMPANY
MOORE, OKLAHOMA
PO BOX 6946 MOORE, 734-1646

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

THIS ADDENDUM is made and entered into this 13th day 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

Expires 6/13/2041

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
Bob Thompson, Mayor

(SEAL)

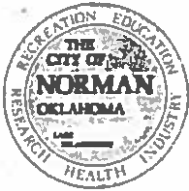
ATTEST:

Mary Hatley
City Clerk

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

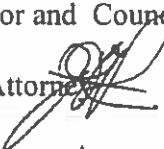
[Signature]
City Attorney

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



K-8990-32
Addendum No 2

office memorandum

DATE: April 2, 2001
TO: The Honorable Mayor and Councilmembers
FROM: Jeff F. Raley, City Attorney 
SUBJECT: Memorandum of Lease Agreement between the City of Norman and Norman Asphalt Company

BACKGROUND:

Norman Asphalt Company currently has a Lease Agreement with the City dated December 1, 1989, covering the property which Norman Asphalt Company currently occupies. This Lease was recently amended by the City to extend the term of the Lease for an additional twenty-six (26) years to the year 2041. In addition to this Lease, Norman Asphalt also has a mining lease with the City. The purpose of the Memorandum which comes before Council is to update and correct the legal description of the property covering both the leasehold and the mining lease.

DISCUSSION:

The property which is the subject of the Lease with Norman Asphalt and the mining lease associated therewith has always been the subject of some dispute regarding to the exact boundaries of the Lease. Norman Asphalt, in an effort to obtain title insurance for the property which is subject to the Lease, has had the property resurveyed and does submit a corrected and complete legal description of the property. This Memorandum will correctly describe the leased premises and will become a part of the current leasehold agreement.

RECOMMENDATION:

Based upon the above and foregoing Background and Discussion, it is Legal Staff's recommendation that the City execute the Memorandum of Lease Agreement which will correctly describe and delineate the boundaries of the leased premises and the mining lease above described.

Reviewed by: Harold A. Anderson, City Manager 

MEMORANDUM OF LEASE AGREEMENT

April 10, THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum") dated April 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.

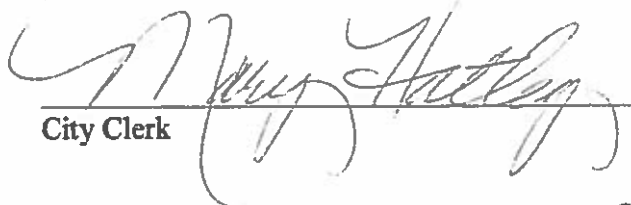
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

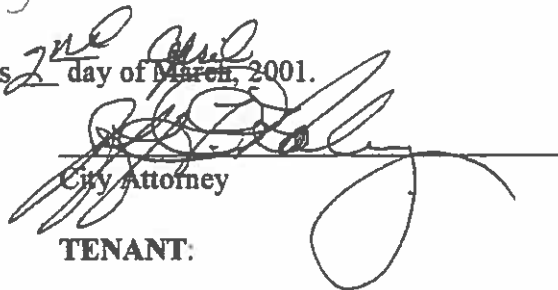
CITY OF NORMAN, OKLAHOMA,
a municipal corporation

By: , Mayor

ATTEST:


City Clerk

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

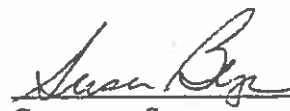

City Attorney

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 Paul Thompson, as the Mayor of the City of Norman, Oklahoma, a municipal corporation.

(SEAL)

Brenda Smoot

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.

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum") dated May 2, 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.
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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.

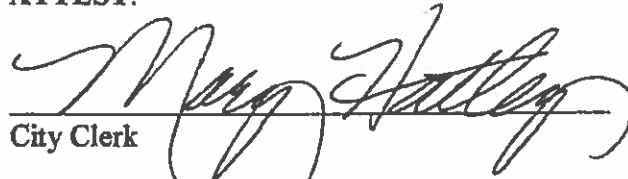
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

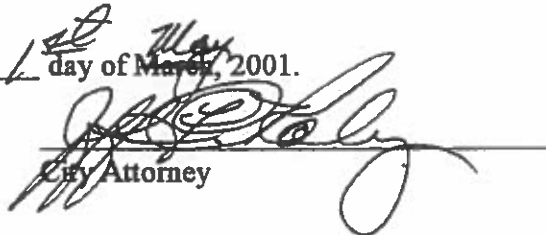
CITY OF NORMAN, OKLAHOMA,
a municipal corporation

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;
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 Lohr as Vice-President of Norman Asphalt Co., an Oklahoma corporation, on behalf of said corporation.

(SEAL)

Christie R Campbell
Notary Public

My commission expires: November 6, 2004

Since 1972

NORMAN ASPHALT CO.

ACKNOWLEDGMENT

STATE OF OKLAHOMA §

SS.

COUNTY OF Cleveland

The foregoing Memorandum of Lease was acknowledged before me this 8th day of May, 2001, by Don Henderson as the Mayor of the City of Norman, Oklahoma, a municipal corporation.

(SEAL)

Brenda Smart
Notary Public

My commission expires: 11-2-02

Since 1972

ADDENDUM NO. 4 TO CONTRACT NO. K-8990-32

THIS ADDENDUM is made and entered into this 13th day December, 2005, by and between the City of Norman, Oklahoma, a Municipal corporation, hereinafter referred to as the "City" and Haskell Lemon Construction Co., an Oklahoma corporation, hereinafter referred to as "Haskell Lemon";

WITNESSETH:

WHEREAS, the City entered into Contract No. K-8990-32 on the 1st day of December, 1989, leasing property for the purpose of 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 paragraphs 8 and 12 on page 4 of said Lease with respect to Assignment and Default, to read as follows:

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.~~"

12. Default

* * *

"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 fo the City Manager
Post Office Box 370
Norman, Oklahoma 73070

~~Norman Asphalt Company
Post Office Box 428
Norman, Oklahoma 73070~~

Haskell Lemon Construction Co.
Post Office Box 75608
Oklahoma City, Oklahoma 73147-0608."

K-8990-32

Page 2

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 December, 2005, for Haskell Lemon Construction Co.

HASKELL LEMON CONSTRUCTION CO.

BY:

Larry H. Lemon
Larry H. Lemon, Chairman

ATTEST:

Greenwich Union
Corporate Secretary

Approved by the City Council of the City of Norman this 13th day of December, 2005.

CITY OF NORMAN, OKLAHOMA
A Municipal Corporation

By:

Harold Haralson
Harold Haralson

(SEAL)

ATTEST:

Mary Hatley
City Clerk

Approved as to form and legality this 17th day of November, 2005.

JHS
City Attorney

Contracts/Am# 4 to Haskell Lemon 8990-32 10-11-05

14-7

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF LEASE AGREEMENT**

WHEREAS, the City of Norman has leased to Oklahoma Construction Materials, L.L.C., pursuant to Lease Agreement No. K-8990-32 a certain tract of land located at 4511 South Chautauquah Avenue, Norman, Oklahoma, to be used as an asphalt plant site;

WHEREAS, said Lease Agreement provides in paragraph 8 thereof that any assignment of said land lease does require the written consent of the City of Norman; and

WHEREAS, Haskell Lemon Construction Co. of Oklahoma City, Oklahoma, has purchased the assets and operations of Oklahoma Construction Materials, L.L.C., and pursuant thereto has received an assignment and assumption of said Lease Agreement from Oklahoma Construction Materials, L.L.C.; and

WHEREAS, Haskell Lemon Construction Co. has requested consent of the City of Norman for said assignment and assumption of said Lease Agreement and has tendered therewith all accompanying documentation.

NOW, THEREFORE, the City of Norman does hereby give its consent to the assignment and assumption of said Lease Agreement being Contract No. K-8990-32 by Haskell Lemon Construction Co.

This Consent granted this 13th day of December, 2005.

APPROVED BY THE CITY COUNCIL OF THE CITY OF NORMAN, this 13th day of December, 2005.

ATTEST:

Mary Hatley Harold Hanks
City Clerk Mayor

Approved as to form and legality this 12 day of October, 2005.

[Signature]
City Attorney

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS AGREEMENT is made and entered into as of this July 1, 2005, by and between OKLAHOMA CONSTRUCTION MATERIALS, LLC, a Kansas limited liability company ("OCM"); and HASKELL LEMON CONSTRUCTION CO., an Oklahoma corporation ("Lemon").

RECITALS

A. The City of Norman, Oklahoma, as lessor, entered into a Lease Agreement ("Lease") with Norman Asphalt Company, Inc. as lessee, on December 1, 1989, a copy of which is attached hereto and incorporated herein by reference.

B. Norman Asphalt Co., succeeded to the rights of Norman Asphalt Company, Inc. as lessee of the Lease.

C. The Lease has been amended from time to time as reflected on the amendments and addendums attached to the attached Lease.

D. The Lease was assigned on March 31, 2004, by Norman Asphalt Co., as lessee, to Oklahoma Construction Materials, LLC

E. The parties hereto desire to again assign the lessee's rights and obligations in the Lease and they have reached an understanding on the terms and conditions hereinafter set forth.

AGREEMENTS

1. **Assignment.** OCM hereby assigns, transfers, and conveys to Lemon all right, title and interest of OCM, as lessee, in and to the Lease as of the date of this Agreement.

2. **Assumption.** Lemon hereby accepts this assignment of the Lease and assumes all obligations as lessee and agrees to faithfully and timely perform all obligations, duties, and agreements of lessee as set forth in the Lease.

3. **Indemnification.** Lemon hereby indemnifies OCM and shall hold it harmless from any damage, claim, loss or expense (including reasonable attorney fees) which OCM may suffer as a result of the failure of Lemon to timely pay and perform all obligations of lessee under the terms and conditions of the Lease.

4. **State Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

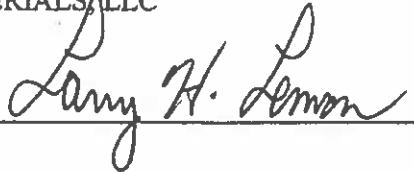
5. **Interpretation.** This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.

6. **Entire Agreement; Amendment.** This Agreement is the entire understanding between the parties in regard to the assignment of the Lease, and supersedes all prior agreements and communications, whether oral or written, between the parties hereto with respect to the assignment of this Lease. Any amendment or modification of this Agreement must be in writing and duly signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

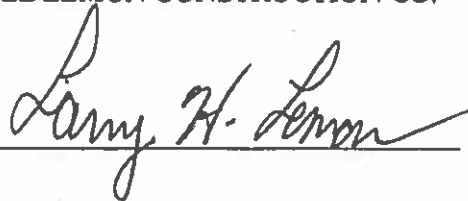
OKLAHOMA CONSTRUCTION
MATERIALS, LLC

BY



HASKELL LEMON CONSTRUCTION CO.

BY



CONSENT

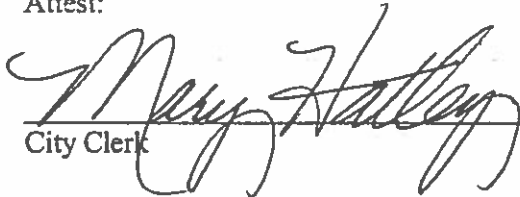
The City of Norman, Oklahoma, as lessor, hereby consents to the assignment of lessee's interest in the attached Lease to Haskell Lemon Construction Co., and shall hereafter consider Haskell Lemon Construction Co., as solely responsible for all obligations of the lessee as set forth in the Lease.

Dated this 13th day of December, 2005.

CITY OF NORMAN, OKLAHOMA
a municipal corporation

BY 

Attest:


City Clerk



office memorandum

DATE: October 24, 2005

TO: The Honorable Mayor and Councilmembers

FROM: Jeff Harley Bryant, City Attorney *JHB*

SUBJECT: Request to approve Assignment of Land Lease and Addendum No. 4 to Contract by the City of Norman with Oklahoma Construction Materials, L.L.C.; Contract K-8990-32

BACKGROUND:

The City has been informed that Haskell Lemon Construction Co. has purchased the assets and operations of Oklahoma Construction Materials. As part of said purchase, Haskell Lemon has requested that the City give its consent to the assignment of said Lease as is required in paragraph 8 of the leasehold agreement. Haskell Lemon is also requesting a revision to paragraph 8 of the original Lease to allow the lease to be assigned to another corporate entity which has the same family owners as Haskell Lemon. A similar provision was contained in the original lease. Also, paragraph 12 is being amended to reflect proper notice address.

DISCUSSION:

The City Legal Staff has examined the documentation submitted and has inquired into the structure of Haskell Lemon Construction Co. and their ability to perform under the leasehold agreement. We find that all the documentation is in order and that Haskell Lemon is a well-established and respected business concern which has been in business in the Oklahoma City area for a number of years.

Regarding the assignment clause in paragraph #8 referring to other companies whose ownerships reflect the same family members, rather than amend this clause to apply to the current assignees, the legal staff recommends this clause be deleted thereby requiring all assignments of the lease to be approved by the City. Haskell Lemon has agreed to the deletion and that is reflected in the addendum.

RECOMMENDATION:

Based upon the above and foregoing background and discussion, it is Legal Staff's recommendation that consent to this assignment and assumption and the addendum to the lease be granted and the execution of the written consent agreement and addendum by the Mayor be approved.

Reviewed by: Brad Gambill, City Manager *Brad*

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF LEASE AGREEMENT**

WHEREAS, the City of Norman has leased to Norman Asphalt Company pursuant to Lease Agreement No. K-8990-32 a certain tract of land located at 4511 South Chautauquah Avenue, Norman, Oklahoma, to be used as an asphalt plant site;

WHEREAS, said Lease Agreement provides in paragraph 8 thereof that any assignment of said land lease does require the written consent of the City of Norman; and

WHEREAS, Oklahoma Construction Materials, L.L.C. of Oklahoma City, Oklahoma, has purchased the assets and operations of Norman Asphalt Company and pursuant thereto has received an assignment and assumption of said Lease Agreement from Norman Asphalt; and

WHEREAS, Oklahoma Construction Materials has requested consent of the City of Norman for said assignment and assumption of said Lease Agreement and has tendered therewith a draft in payment of the May rental on said property and all accompanying documentation.

NOW, THEREFORE, the City of Norman does hereby give its consent to the assignment and assumption of said Lease Agreement being Contract No. K-8990-32 by Oklahoma Construction Materials, L.L.C.

This Consent granted this 27th day of April, 2004.

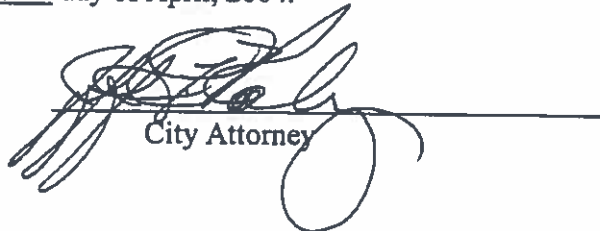
27th APPROVED BY THE CITY COUNCIL OF THE CITY OF NORMAN, this day of April, 2004.

ATTEST:


City Clerk


Mayor

Approved as to form and legality this 2nd day of April, 2004.


City Attorney

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment And Assumption Of Lease Agreement (this "Assignment") is made as of this 31st day of March, 2004, by and between Norman Asphalt Co. (the "Seller"), an Oklahoma corporation to Oklahoma Construction Materials, L.L.C., (the "Purchaser") a Kansas limited liability company, contemporaneously with the execution and delivery of that certain Asset Purchase Agreement by and between Seller and Purchaser dated as of the date hereof (the "Asset Purchaser Agreement").

RECITALS

The City of Norman, Oklahoma, as lessor, entered into a lease agreement (the "Lease"), as amended, originally dated December 1, 1989, with Norman Asphalt Company, Inc., predecessor of Seller, as lessee, covering 88.735 acres, more or less, in Cleveland County, Oklahoma, a copy of which is attached hereto as Exhibit A and incorporated herein.

In connection with the Asset Purchase Agreement, Seller desires to enter into this Assignment in order to assign its rights and interests in the Lease to Purchaser and to evidence the assumption by Purchaser of Seller's obligations and liabilities under the Lease.

Accordingly, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be bound hereby, agree as follows:

AGREEMENT

1. Seller hereby assigns, transfers and delivers to Purchaser all of the right, title, and interest of Seller in and to the Lease, provided, however, that Seller may, for a period of ninety (90) days following the date hereof, have the right to unrestricted access, and exclusively use, the office building on the property covered by the Lease that is shown more fully on Exhibit B which is attached hereto and incorporated herein.

2. Purchaser hereby accepts the foregoing assignment of the Lease from Seller, and assumes and agrees to be bound by and timely perform, discharge and otherwise comply with all of the agreements, duties, obligations, and undertakings of Seller under the Lease which are to be performed, discharged or otherwise complied with following the date hereof.

3. Seller shall defend, indemnify and hold harmless Purchaser, its officers, directors, and insurers, against any damage, claim, loss, liability, or expense (including reasonable attorney's fees, penalties and interest, and other costs and expenses incident to any suit, action or proceeding), tax, or liability suffered by any of them to the extent related to (i) any failure by Seller to properly carry out its obligations under the Lease prior to, or on, the date hereof, or the use or occupancy of the office building referred to in Section 1 above while it is occupied by Seller.

4. Purchaser shall likewise defend, indemnify and hold harmless Seller, its officers, directors, and insurers, against any damage, claim, loss, liability, or expense (including reasonable attorney's fees, penalties and interest, and other costs and expenses incident to any suit, action or

proceeding), tax, or liability suffered by any of them to the extent related to any failure by Seller to properly carry out its obligations under the Lease following the date hereof.

5. The Seller represents and warrants to Purchaser that the documents which have been provided to Purchaser reflecting the Lease represent true and correct representations thereof and accurately and completely set forth all of the terms and conditions of the Lease, other than those terms and conditions which are implied by law in all similar matters.

6. This Agreement and the other documents referred to herein represent the entire understanding among the parties regarding the subject matter hereof, including all representations, warranties, conditions and other provisions relating hereto, and they may not be expanded, altered or modified in any way except pursuant to a written document which is signed by all parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

7. This Agreement shall be interpreted and construed under the laws of the State of Oklahoma, considered without regard to its choice of law rules. In the event that any of the provisions of this Agreement shall be declared void or unenforceable by a court, then such provision shall be severed from this Agreement without affecting the remainder hereof, and the parties shall negotiate in good faith to replace such provision with a similar clause to achieve, to the extent permitted under law, the purposes of the provision declared void or unenforceable.

8. The waiver by any party of any default in any of the terms and conditions stated herein shall not be deemed a waiver of any subsequent default of the same or any other term or condition hereof.

Norman Asphalt Co.

By: David Wenzel
Name: DAVID L WENZEL
Title: Authorized Representative

Oklahoma Construction Materials L.L.C.

By: Larry H. Lemon
Name: LARRY H. LEMON
Title: PRESIDENT

14-4

14. ITEM: CONSIDERATION OF THE ASSIGNMENT AND ASSUMPTION OF A LEASE AGREEMENT BY THE CITY OF NORMAN WITH NORMAN ASPHALT COMPANY TO OKLAHOMA CONSTRUCTION MATERIALS, L.L.C.

INFORMATION: City Council, in its meeting of January 9, 1990, approved Contract No. K-8990-32 with Norman Asphalt Company, Inc., for a lease agreement to operate an asphalt manufacturing plant and sand mine at 3901 Chautauqua Avenue. Oklahoma Construction Materials, L.L.C., has purchased the assets and operations of Norman Asphalt Company, Inc., and has requested the City give its consent to the assignment of said lease. Staff has prepared the Consent to Assignment and Assumption of Lease Agreement and recommends its acceptance. Copies of an advisory memorandum, Consent to Assignment and Assumption of Lease Agreement, letter of request from Oklahoma Construction Materials, L.L.C., and Assignment and Assumption of Lease Agreement are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the Consent to Assignment and Assumption of Lease Agreement with Oklahoma Construction Materials, L.L.C.; and, if approved, authorize the execution thereof.

ACTION TAKEN:

Rs/OK 8/0

*Keep assignments
and consent
together*



The City of
NORMAN

201 West Gray, Bldg. C • P.O. Box 370
Norman, Oklahoma 73069 • 73070

Eng/Cont/K-8990-32

FINANCE DEPARTMENT
UTILITY CUSTOMER SERVICE
Phone: 405-366-5320
Fax: 405-366-5417

December 5, 2003

Norman Asphalt
%Martin Marietta Materials
P.O. Box 428
Norman, OK 73070
Attn: Chris Lohne

Dear Mr. Lohne:

Pursuant to our lease agreement for the City of Norman's property leased to Norman Asphalt % Martin Marietta Materials dated December 1, 1989 (Contract K-8990-32), the rental payments made to the City of Norman were to be inflated annually, based on the Consumer Price Index for All Urban Consumers.

Please accept this as formal notice of your requirement to increase your monthly rental payments to \$621.99, and royalty to 11.43 cents per ton of sand removed, effective with your payment due on January 10, 2004. This payment is based on published CPI-U rate increase of 2%.

We appreciate your timely payment and we look forward to the continuation of our lease agreement.

If you have any questions regarding this matter, please contact me.

Sincerely,

Anthony Francisco, Finance Director

CP: Harold Anderson, City Manager
Mary Hatley, City Clerk
Martha Lipps, Revenue Collection Supervisor



The City of **NORMAN**

201 West Gray, Bldg. C • P.O. Box 370
Norman, Oklahoma 73069 • 73070

Aug/Cont/K-8990-32
PA/Norman Asphalt/Contracts

OFFICE OF THE FINANCE DIRECTOR
Phone: 405-368-5413
Fax: 405-366-5417

January 12, 2005

Norman Asphalt
% Oklahoma Construction Materials
P.O. Box 75637
Oklahoma City, Oklahoma 73147

Dear Sirs:

Pursuant to our lease agreement for the City of Norman's property leased to Norman Asphalt % Oklahoma Construction Materials dated December 1, 1989 (Contract K-8990-32), the rental payments made to the City of Norman were to be inflated annually, based on the Consumer Price Index for All Urban Consumers.

Please accept this as formal notice of your requirement to increase your monthly rental payments to \$643.76, and royalty to \$11.83 cents per ton of sand removed, effective with your payment due on January 10, 2005. This payment is based on published CPI-U rate increase of 3.5%.

We appreciate your timely payment and we look forward to the continuation of our lease agreement.

If you have any questions regarding this matter, please contact me.

Sincerely,

Anthony Francisco
Finance Director

cc: Brad Gambill, City Manager
Mary Hatley, City Clerk
Martha Lipps, Revenue Collection Supervisor



The City of NORMAN

201 West Gray, Bldg. C • P.O. Box 370
Norman, Oklahoma 73069 • 73070

Leg/Cont/K-8990-32

OFFICE OF THE FINANCE DIRECTOR
Phone 405-366-5413
FAX: 405-366-5417

February 14, 2014

Larry Lemon
Haskell Lemon Construction Company
PO Box 75608
Oklahoma City, OK. 73147-0608

Dear Mr. Lemon:

Pursuant to the property lease agreement dated December 1, 1989 (Contract K-8990-32), between the City of Norman and Norman Asphalt, the rental payments made to the City of Norman were to be inflated annually, based on the Consumer Price Index for All Urban Consumers.

As the current lessee of record, please accept this as formal notice of the requirement to increase your monthly rental payments to Seven hundred seventy seven and forty two cents (\$777.42), and royalty to twenty cents (\$.2060) per ton of sand removed, effective with your payment due for January 2014. This payment is based on published CPI-U rate increase of 1.7%.

We appreciate your timely payment and we look forward to the continuation of our lease agreement.

If you have any questions regarding this matter, please contact me.

Sincerely,

Anthony Francisco
Finance Director

PC: Steve Lewis, City Manager
Brenda Hall, City Clerk
Martha Lipps, Revenue Collection Supervisor
David Woods, Oil & Gas Inspector



The City of NORMAN

201 West Gray, Bldg. C • P.O. Box 370
Norman, Oklahoma 73069 • 73070

OFFICE OF THE FINANCE DIRECTOR
Phone 405-366-5413
FAX: 405-366-5417

MAR 1 2018

March 01, 2018

Jay Lemon
Haskell Lemon Construction Company
P.O. Box 75608
Oklahoma City, OK 73147-0608

Dear Mr. Lemon:

Pursuant to our lease agreement dated December 1, 1989 (Contract K-8990-32), the rental payments made to the City of Norman were to be inflated annually, based on the Consumer Price Index for All Urban Consumers.

Please accept this as formal notice of the requirement to increase your monthly rental payments to \$820.97, and royalty to \$.2175 cents per ton of sand removed, effective with your payment due for April 2018. This payment is based on published CPI-U rate increase of 1.8%.

We appreciate your timely payment and we look forward to the continuation of our lease agreement.

If you have any questions regarding this matter, please contact me.

Sincerely,

Anthony Francisco, Finance Director

CP: Steve Lewis, City Manager
Brenda Hall, City Clerk
Barbara Andros, Treasury Support Supervisor
David Woods, Oil & Gas Inspector