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2 Marlene L. Allen-Hammarlund, SBN 126418
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9 Attorneys for Cross-Defendant/Cross-Complainant,
10 A.V. UNITED MUTUAL GROUP; and Cross-
11 Defendants, ADAMS BENNETT INVESTMENTS,
12 LLC; MIRACLE IMPROVEMENT
13 CORPORATION dba GOLDEN SANDS MOBILE
14 HOME PARK, aka GOLDEN SANDS TRAILER
15 PARK, named as ROE 1121; ST. ANDREW'S
16 ABBEY, INC., named as ROE 623; SERVICE
17 ROCK PRODUCTS, L.P.; and SHEEP CREEK
18 WATER COMPANY, INC.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF LOS ANGELES**

13 Coordination Proceeding
14 Special Title (Rule 1550(b))

) Judicial Council Coordination
) Proceeding No. 4408

15 **ANTELOPE VALLEY**
16 **GROUNDWATER CASES**

) Santa Clara Case No. 1-05-CV-049053
) Assigned to the Honorable Jack Komar
) Department 17C

17 Including Actions:

) **EXHIBIT LIST FOR PHASE 4 TRIAL**
) **SUBMITTED ON BEHALF OF CROSS-**
) **DEFENDANT SERVICE ROCK**
) **PRODUCTS, L.P.**

18 **Los Angeles County Waterworks District**
19 **No. 40 v. Diamond Farming Co.**
20 Superior Court of California, County of Los
21 Angeles, Case No. BC 325 201

) Trial Date: May 28, 2013
) Time: 9:00 A.M.
) Dept.: TBD
) Judge: Hon. Jack Komar

22 **Los Angeles County Waterworks District**
23 **No. 40 v. Diamond Farming Co.**
24 Superior Court of California, County of Kern,
25 Case No. S-1500-CV-254-348

26 **Wm. Bolthouse Farms, Inc. v. City of**
27 **Lancaster**
28 **Diamond Farming Co. v. City of Lancaster**
29 **Diamond Farming Co. v. Palmdale Water**
30 **Dist.**
31 Superior Court of California, County of
32 Riverside, consolidated actions, Case Nos.
33 RIC 353 840, RIC 344 436, RIC 344 668

34 AND RELATED ACTIONS.

1 Cross-Defendant **SERVICE ROCK PRODUCTS, L.P.** (“Service Rock”), by and
 2 through its counsel of record, Michael Duane Davis, Marlene L. Allen-Hammarlund, and Derek
 3 R. Hoffman, of GRESHAM SAVAGE NOLAN & TILDEN, PC, submits this Exhibit List with
 4 respect to the Phase 4 Trial.

<u>EXHIBIT</u> <u>DESIGNATION</u>	<u>NAME OF DOCUMENT</u>	<u>PRODUCED IN DISCOVERY</u>
4-ServiceRock-1	Pump Check Pumping Systems Analyst Hydraulic Test Reports – Test Results dated February 14, 2007.	Response I.3.a.i. of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012.
4-ServiceRock-2	Pump Check Pumping Systems Analyst Hydraulic Test Reports – Certificates of Accuracy dated February 1, 2007.	Response I.3.a.i. of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012.
4-ServiceRock-3	Pump Check – 60 HP Well Annotated Report dated February 15, 2007.	Response I.3.a.i. of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012.
4-ServiceRock-4	Service Rock June 10, 1988 Lease Agreement for Primary Quarry.	Response I.3.a.i. of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012.
4-ServiceRock-5	Rottman Drilling Co. Summary of Wells dated January 18, 2007 with Supporting Schematics.	Response I.3.a.i. of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012.

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4-ServiceRock-6	Service Rock Groundwater Production Spreadsheet Analysis with Supporting Data.	Response I.3.a.i. of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
4-ServiceRock-7		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
4-ServiceRock-8		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
4-ServiceRock-9		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
4-ServiceRock-10		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
4-ServiceRock-11		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
4-ServiceRock-12		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.

1	4-ServiceRock-13	Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
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4	4-ServiceRock-14	Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
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8	4-ServiceRock-15	Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
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12	4-ServiceRock-16	Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
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15	4-ServiceRock-17	Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
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19	4-ServiceRock-18	Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
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23	4-ServiceRock-19	Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
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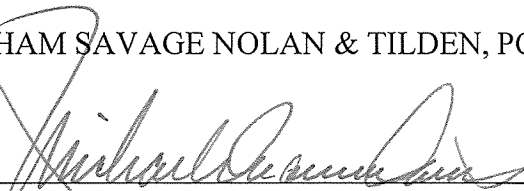
4-ServiceRock-20		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
4-ServiceRock-21		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
4-ServiceRock-22		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
4-ServiceRock-23		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
4-ServiceRock-24		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
4-ServiceRock-25		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
4-ServiceRock-26		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.

1 2 3 4 4-ServiceRock-27		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
5 6 7 4-ServiceRock-28		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
8 9 10 11 4-ServiceRock-29		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.
12 13 14 15 4-ServiceRock-30		Response ___ of <i>Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on December 21, 2012. Response ___ of <i>First Supplemental Responses to December 12, 2012 Discovery Order for Phase 4 Trial</i> , submitted under penalty of perjury and filed by posting on January 30, 2013.

16 DATED: May 23, 2013

GRESHAM SAVAGE NOLAN & TILDEN, PC

17
18 By:



19 MICHAEL DUANE DAVIS, ESQ.
 20 MARLENE L. ALLEN-HAMMARLUND, ESQ.
 21 DEREK R. HOFFMAN, ESQ.
 22 Attorneys for Cross-Defendant/Cross-Complainant, A.V.
 23 UNITED MUTUAL GROUP; and Cross-Defendants,
 24 ADAMS BENNETT INVESTMENTS, LLC; MIRACLE
 25 IMPROVEMENT CORPORATION dba GOLDEN
 26 SANDS MOBILE HOME PARK, aka GOLDEN SANDS
 27 TRAILER PARK, named as ROE 1121; ST.
 28 ANDREW'S ABBEY, INC., named as ROE 623; White
 SERVICE ROCK PRODUCTS, L.P.; and SHEEP
 CREEK WATER COMPANY, INC.

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**PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF RIVERSIDE**

Re: *ANTELOPE VALLEY GROUNDWATER CASES*
Los Angeles County Superior Court Judicial Council Coordinated
Proceedings No. 4408; Santa Clara County Superior Court Case No. 1-05-CV-049053

I am employed in the County of Riverside, State of California. I am over the age of 18 years and not a party to the within action; my business address is: 3750 University Avenue, Suite 250, Riverside, CA 92501-3335.

On May 23, 2013, I served the foregoing document(s) described as


**EXHIBIT LIST FOR PHASE 4 TRIAL SUBMITTED ON BEHALF OF CROSS-
DEFENDANT SERVICE ROCK PRODUCTS, L.P.**

on the interested parties in this action in the following manner:

(X) **BY ELECTRONIC SERVICE** – I posted the document(s) listed above to the Santa Clara County Superior Court website, <http://www.scefiling.org>, in the action of the Antelope Valley Groundwater Cases,

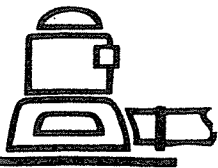
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 23, 2013, at Riverside, California.



DINA SNIDER

EXHIBIT 1



Since 1958

PUMP CHECK

Pumping Systems Analysts

Hydraulic Test Report

(951) 684-9801 • Lic. 799498 • Fax (951) 684-2988

Service Rock-Palmdale
37790 75th Street East

Test Date: 02/14/2007
Pump type: SUB
Plant: 25 HP Well

A test was made on this well pump and the following information was obtained.

EQUIPMENT

PUMP:	Goulds	SERIAL:	N/A
MOTOR:	Franklin	SERIAL:	2366159020
H.P.	25	LAT/LON:	34.33.341n 117.59.503w
METER:	V349r-000054	SCE Ref:	90000

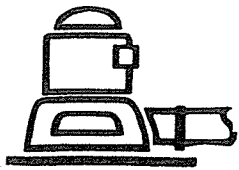
TEST RESULTS

TEST 1

Discharge, PSI	5.5
Discharge head, feet	12.7
Standing water level, feet	200.0
Drawdown, feet	99.3
Pumping water level, feet	299.3
Total pumping head, feet	312.0
Gallons per minute flow	150
Gallons per foot of drawdown	1.5
Acre feet pumped per 24 hours	0.663
KW input to motor	20.1
HP input to motor	26.9
Motor load, % BHP	92.1
Measured speed of pump, RPM	n/a
KWH per acre foot	727.4
Overall Plant efficiency in %	43.9

Test 1 was the normal operation of the pump at the time of the test to the pond.

If you have any questions please contact Jon Lee at (951) 684-9801.



Since 1958

PUMP CHECK

Pumping Systems Analysts

Hydraulic Test Report

(951) 684-9801 • Lic. 799498 • Fax (951) 684-2988

Service Rock-Palmdale
37790 75th Street East

Test Date: 02/14/2007
Pump type: SUB
Plant: Shop Well

A test was made on this well pump and the following information was obtained.

EQUIPMENT

PUMP:	No Data	SERIAL:	N/A
MOTOR:	Franklin	SERIAL:	2366139020
H.P.	15	LAT/LON:	34.34.052n 117.59.573w
METER:	249-466	SCE Ref:	90002

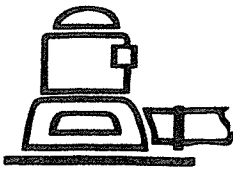
TEST RESULTS

TEST 1

Discharge, PSI	28.0
Discharge head, feet	64.7
Standing water level, feet	114.0
Drawdown, feet	25.7
Pumping water level, feet	139.7
Total pumping head, feet	204.4
Gallons per minute flow	160
Gallons per foot of drawdown	6.2
Acre feet pumped per 24 hours	0.707
KW input to motor	15.6
HP input to motor	20.9
Motor load, % BHP	119.2
Measured speed of pump, RPM	n/a
KWH per acre foot	529.5
Overall Plant efficiency in %	39.5

Test 1 was the normal operation of the pump at the time of the test to range.

If you have any questions please contact Jon Lee at (951) 684-9801.



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PUMP CHECK

Pumping Systems Analysts

Hydraulic Test Report

(951) 684-9801 • Lic. 799498 • Fax (951) 684-2988

Service Rock-Palmdale
37790 75th Street East

Test Date: 02/14/2007
Pump type: SUB
Plant: 75 HP Well

A test was made on this well pump and the following information was obtained.

EQUIPMENT

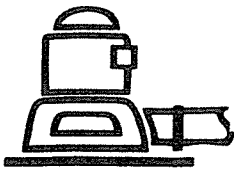
PUMP:	No Data	SERIAL:	N/A
MOTOR:	No Data	SERIAL:	N/A
H.P.	75	LAT/LON:	34.33.393n 117.59.465w
METER:	V349R-000054	SCE Ref:	90001

TEST RESULTS

	TEST 1
Discharge, PSI	0.5
Discharge head, feet	1.2
Standing water level, feet	243.9
Drawdown, feet	143.3
Pumping water level, feet	387.2
Total pumping head, feet	388.4
Gallons per minute flow	328
Gallons per foot of drawdown	2.3
Acre feet pumped per 24 hours	1.451
KW input to motor	46.3
HP input to motor	62.0
Motor load, % BHP	73.6
Measured speed of pump, RPM	0
KWH per acre foot	766.0
Overall Plant efficiency in %	51.9

Test 1 was the normal operation of the pump at the time of the test to the reservoir.

If you have any questions please contact Jon Lee at (951) 684-9801.



Since 1958

PUMP CHECK

Pumping Systems Analysts

Hydraulic Test Report

(951) 684-9801 • Lic. 799498 • Fax (951) 684-2988

Service Rock-Palmdale
37790 75th Street East

Test Date: 02/14/2007
Pump type: DWT
Plant: 60 HP Well

A test was made on this well pump and the following information was obtained.

EQUIPMENT

PUMP:	Goulds	SERIAL:	9RCLC
MOTOR:	US	SERIAL:	6234
H.P.	60	LAT/LON:	34.34.119n 117.59.744w
METER:	0728-5647	SCE Ref:	90003

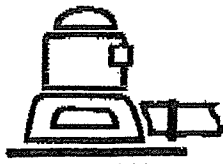
TEST RESULTS

TEST 1

Discharge, PSI	32.5
Discharge head, feet	75.1
Standing water level, feet	226.8
Drawdown, feet	145.8
Pumping water level, feet	372.6
Total pumping head, feet	447.7
Gallons per minute flow	357
Gallons per foot of drawdown	2.4
Acre feet pumped per 24 hours	1.577
KW input to motor	47.6
HP input to motor	63.8
Motor load, % BHP	96.0
Measured speed of pump, RPM	1781
KWH per acre foot	725.1
Overall Plant efficiency in %	63.2

Test 1 was the normal operation of the pump at the time of the test.

If you have any questions please contact Jon Lee at (951) 684-9801.



PUMP CHECK

Pumping Systems Analysts
Hydraulic Test Report

(951) 684-9801 • Lic. 799498 • Fax (951) 684-2988

Service Rock - Palmdale
37790 75th Street East

Test Date: 02/14/2007
Pump type: DWT
Plant: 60 HP Well

A test was made on this well pump and the following information was obtained.

EQUIPMENT

PUMP:	Goulds	SERIAL:	n/a
MOTOR:	US	SERIAL:	6234
H.P.	60	LAT/LON:	34.34.119n117.58.744w
METER:	0728-5647		

TEST RESULTS

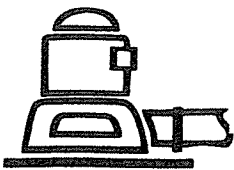
Discharge, PSI	32.5
Discharge head, feet	75.1
Standing water level, feet	226.8
Drawdown, feet	145.8
Pumping water level, feet	372.6
Total pumping head, feet	447.7
Gallons per minute flow	357
Gallons per foot of drawdown	2.4
Acre feet pumped per hour	0.06571
Acre feet pumped per 24 hours	1.577
KW input to motor	47.6
HP input to motor	63.8
Motor load, % BHP	96.0
Measured speed of pump, RPM	1781
KWH per acre foot	725.1
Overall Plant efficiency in %	63.2

Please call me if you have any questions.

Jon Lee

~~FOR WATER WASTER~~

EXHIBIT 2



Since 1958

PUMP CHECK

Pumping Systems Analysts

Hydraulic Test Report

(951) 684-9801 • Lic. 799498 • Fax (951) 684-2988

CERTIFICATE OF ACCURACY

Customer: Service Rock-Palmdale
Location: 37790 75th Street East
Identification: **25 HP Well**

Test Date: 02/01/2007

Meter Size: 3 Make: McCrometer
Meter No: 97-5495-3 Register: GAL x 10

General Data

Meter read before test: 000000 Meter read after test: 000710
Driving gear found on meter: 600:1
Driven gear found on meter: 600:1

Pipe ID: 2.9375 (Inch) Pipe area: 6.9483 (sq.in.) Pressure: 5.5 (Lbs/sq.in.)

Test Data

Test Before Inspection

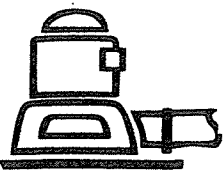
Test Equipment			Totalizer		Volume			Metered GPM	Percent of Flow
Test No.	Mano Read	Actual GPM	Second Read	First Read	Diff.	Convert to Gallons	Time in Seconds		
1	21.60	150	247	167	80	800	332.23	144	96.3%
2	21.55	150	376	256	120	1,200	502.09	143	95.8%
3	21.45	149	632	402	230	2,300	969.17	142	95.5%
Avg.		149.6					Avg.	143.4	95.9%

Remarks

34.33.341N 117.59.503W

New water meter installed 02/01/2007.

Approved _____



PUMP CHECK

Pumping Systems Analysts
Hydraulic Test Report

Since 1958

(951) 684-9801 • Lic. 799498 • Fax (951) 684-2988

CERTIFICATE OF ACCURACY

Customer: Service Rock - Palmdale
Location: 37790 75th Street East
Identification: 60 HP Well

Test Date: 02/14/2007

Meter Size: 4 Make: Water Specialties
Meter No: 20022470-4 Register: Ac. Ft. x .001

General Data

Meter read before test: 006223 Meter read after test: 006289

Pipe ID: 4 (Inch) Pipe area: 12.566 (sq.in.) Pressure: 32.5 (Lbs/sq.in.)

Test Data

Test Before Inspection

Test Equipment			Totalizer		Volume			Metered GPM	Percent of Flow
Test No.	Mano Read	Actual GPM	Second Read	First Read	Diff.	Convert to Gallons	Time in Seconds		
1	31.20	392	6240	6225	15	4,888	753.70	389	99.2%
2	29.70	373	6250	6241	9	2,933	477.40	369	98.8%
3	28.40	357	6271	6256	15	4,888	830.61	353	98.9%
4	28.35	356	6288	6272	16	5,214	888.67	352	98.8%
Avg.		369.6					Avg.	365.7	98.9%

Remarks

34.34.119N 117.59.744W

Used water meter installed 2/09/2007

Approved 

Service Rock-Palmdale

Test date: 02/14/2007

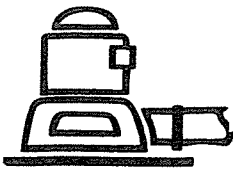
Plant: 60 HP Well
 Meter No: 0728-5647
 H.P. 60

The following cost analysis is presented as an aid to your cost accounting and planning. It is an **Estimate** based on the pump test data and your energy use or hours of operation during the previous 12-month period.

The cost analysis is based on the following electric rate schedule:

PA2

	EXISTING CONDITIONS
Total annual kWhrs	156,235
Total annual cost	\$20,060.54
KW input to motor	47.6
Hours of operation per year	3279
Equivalent 24 hour days	136.6
Acre feet pumped per 24 hour day	1.5770
Average cost per kWhr	\$0.1284
Average cost per hour	\$6.12
Average cost per acre foot	\$93.11
KWh per acre foot	725.1
Overall plant efficiency	% 63.2



Since 1958

PUMP CHECK

Pumping Systems Analysts
Hydraulic Test Report

(951) 684-9801 • Lic. 799498 • Fax (951) 684-2988

CERTIFICATE OF ACCURACY

Customer: Service Rock-Palmdale
Location: 37790 75th Street East
Identification: **75 HP Well**

Test Date: 01/05/2007
02/01/2007

Meter Size: 6 Make: McCrometer
Meter No: 94-6-853 Register: GAL x 100

General Data

Meter read before test: 050341 Meter read after test: 050489

Pipe ID: 6.25 (Inch) Pipe area: 30.68 (sq.in.) Pressure: 0.3 (Lbs/sq.in.)

Test Data

Test Before Inspection

Test Equipment			Totalizer		Volume			Metered GPM	Percent of Flow
Test No.	Mano Read	Actual GPM	Second Read	First Read	Diff.	Convert to Gallons	Time in Seconds		
1	11.50	353	3746	3732	14	1,400	210.28	399	113.2%
2	11.40	350	3773	3748	25	2,500	380.59	394	112.7%
Avg.		351.3					Avg.	396.8	113.0%

Test After Calibration or Repair

1	11.60	356	50376	50349	27	2,700	447.84	362	101.6%
2	11.00	337	50407	50379	28	2,800	485.70	346	102.5%
3	10.70	328	50433	50411	22	2,200	392.25	337	102.5%
Avg.		340.5					Avg.	348.0	102.2%

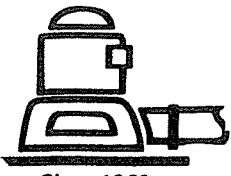
Remarks

34.33.393N 117.59.465W

At the Test Before Inspection point the pipe was not full of water and the meter over registered flow.

The Test After was with the pipe corrected to keep the pipe full of water.

Approved _____



Since 1958

PUMP CHECK

Pumping Systems Analysts

Hydraulic Test Report

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CERTIFICATE OF ACCURACY

Customer: Service Rock-Palmdale
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Pipe ID: 6.25 (Inch) Pipe area: 30.68 (sq.in.) Pressure: 0.3 (Lbs/sq.in.)

Test Data

Test Before Inspection

1	11.60	356	50376	50349	27	2,700	447.84	362	101.6%
2	11.00	337	50407	50379	28	2,800	485.70	346	102.5%
3	10.70	328	50433	50411	22	2,200	392.25	337	102.5%
Avg.		340.5					Avg.	348.0	102.2%

Remarks

34.33.393N 117.59.465W

Approved _____

EXHIBIT 3

Page: 1 Document Name: untitled

PALMDALE

60 HP well

BUSI * * * * * BILLING USAGE SUMMARY INQUIRY OPTIONS * * * * Page - 1.01
 Cust Name - SERVICE ROCK PRODUCTS Serv Plan Type - PA2
 Serv Addr - 37790 75TH ST E SA Num - 016-9620-14
 LITTLEROCK CA 93543 USA KWH/KVAR Mult - 18.0/

Seq Num	Stmnt End Date	Bill Code	Meter Read	No Days	Usage	Daily Avg Usq	Daily Cost	Total Billed
1.	01/25/07	SS	33696	29	23850	822.41	93.24	2838.89
2.	12/27/06	SS	32371	29	22140	763.45	89.80	2734.04
3.	11/28/06	SS	31141	33	20700	627.27	74.72	2588.93
4.	10/26/06	SS	29991	30	28332	944.40	109.35	3412.58
5.	09/26/06	SS	28417	33	25056	759.27	88.63	3070.76
6.	08/24/06	SS	27025	29	15552	536.28	69.15	2105.34
7.	07/26/06	SS	26161	29	20448	705.10	102.44	3119.21
8.	06/27/06	SS	25025	33	0.00	0.00	1.03	35.72
9.	05/25/06	SS	25025	28	0.00	0.00	1.22	35.72
10.	04/27/06	SS	25025	29	0.00	0.00	1.16	35.47
11.	03/29/06	SS	25025	30	0.00	0.00	1.12	35.26
12.	02/27/06	SS	25025	31	0.00	0.00	1.11	36.19
13.	01/27/06	SS	25025	30	0.00	0.00	1.23	38.92

Selection Number - Page Number - Next Trans Code -
 NO ADD'L SERVPLAN PF4 = SCROLL RIGHT
 PF1 = HELP PF8 = MULT PF10 = NEXT PAGE PF12 = RETURN
 PF6 = CURRENT

TOTAL KWH → 156,078 KWH # 20,048.11
 FOR 7 MONTHS

METER #
 0728-5647

Avg \$/KWH
 .1284

TO GET ACRE FOOT PUMPED USING TOTAL KWH -

$$\frac{\text{TOTAL KWH}}{\text{KWH PER ACRE FOOT}} = \text{ACRE FOOT PUMPED}$$

$$\frac{156078}{725.1} = 215.3 \text{ ACRE FEET PUMPED}$$

This data to ARRIVE @
 725.1 KWH/AC.FT.

EXHIBIT 4

LEASE AGREEMENT

THIS AGREEMENT, is made this 10 day of June, 1988, by and between HEALY ENTERPRISES, INC., an Illinois corporation qualified to do business in California, with its principal place of business at 7200 West Avenue H, Lancaster, California 93534, hereinafter called "Lessor," and OWL COMPANIES, a California corporation, hereinafter called "Lessee."

WITNESSETH:

A. Lessor hereby leases to the Lessee, the sole and exclusive right to extract and remove, for sale, rock, sand, and gravel from, and classify, crush, and store such rock, sand, and gravel upon the real property, together with the rights necessary to carry on such operations, including installation of a new aggregate processing facility, asphalt plant and ready-mix concrete plant on the premises, and further including the exclusive surface rights to that certain real property located in the city of Palmdale, Los Angeles County, California, which is described in Exhibit A which is attached hereto and incorporated herein by reference and described hereinafter as the "Premises," and to use the following facilities now present on the Premises:

Office Building - 20'x57', hollow cement block construction set on concrete floor. Frame composition roof, steel frame windows, 1,140 square feet.

Shop Building - 24'x36', frame construction covered with corrugated metal and some stucco, concrete floor.

Store Room #1 - 15'x15', concrete block, composition roof, concrete base.

Store Room #2 - 16'x24', corrugated metal sides and roof, concrete floor.

Water Storage Tank - 1,200 gallon steel. Stores water for houses and office.

Rear Store Room and Shop - 10'x25', stucco construction, concrete floor, galvanized roof.

Well #1 - at North end of property near office building, 180' deep, 6" casing, equipped with 10 HP Fairbanks Morse motor, and F.M. Pump, and necessary electrical equipment.

Well #3 - at south end of property, 572' deep, 12" casing.

Scale - 60" 100 ton Howe scale for weighing trucks, installed to north of office building.

*Best
10/11/04 = 15 year lease*
Said Lease is subject to the following provisions:

1. TERM: The Term of this Lease shall be for a period of fifteen (15) years, commencing on ^{6d. 16 14 99} ~~January 13, 1990~~, or upon termination of the present existing Lease that Lessor has with F. R. WALKER, JR., whichever event occurs first.

16 6/15 2. OPTION TO EXTEND LEASE: In addition to the primary term of this Lease, as set forth in Paragraph 1. above, Lessee is granted the option to extend and renew this Lease for an additional five (5) years, on the same terms and conditions existing

at the end of the primary term, with the exception that the rental amount shall be increased from fifteen (15%) percent of the "gross sales" of all materials, or fifty cents (\$.50) per ton, whichever amount is greater, to sixteen (16%) percent of the "gross sales" of all materials, or fifty cents (\$.50) per ton, whichever amount is greater. This option shall be exercisable by Lessee provided that it has accomplished all requirements, including payments and notices required herein, prior to such renewal or extension. Written notice of the intent of Lessee to exercise this option to extend and renew this Lease shall be given by Lessee to Lessor at least ninety (90) days prior to the expiration of this Lease.

4/8-2008
In the event Lessee exercises the option to extend the Lease for five (5) years, then the Lease may be renewed each five (5) years thereafter for a total of six (6) additional extensions with the understanding that for each five (5) year extension, the percentage of "gross sales" of all materials, which is to be paid pursuant to Paragraph 3. of the Lease, is to be increased by one (1%) percent per extension period, e.g., the second extension shall call for Lessee to pay Lessor seventeen (17%) percent of the "gross sales" of all materials, and the last extension shall require Lessee to pay Lessor twenty-two (22%) percent of the "gross sales" of all materials. Each extension shall be subject to the same requirements as were applicable to the first Lease extension, provided that, in any event, this Lease shall terminate upon the completion of the removal of the available,

*1st-17%
2-18%
3-19%
4-20%
5-21%
6-22%*

extractable rock, sand, and gravel that is economical and practical as determined by Lessee. Bor 05-11-77

3. RENT: Lessee agrees to pay Lessor fifteen (15%) percent of the gross sales for all materials processed, or fifty cents (\$.50) per ton, whichever amount is greater, with a guaranteed monthly minimum royalty in the amount of Fifteen Thousand Dollars (\$15,000.00) which is to be paid on the first day of the commencement of this Lease and monthly thereafter throughout the term of the Lease. In addition to the monthly minimum royalty, Lessee shall pay Lessor that amount of fifteen (15%) percent of the gross sales per month which exceeds the Fifteen Thousand Dollars (\$15,000.00) payment. In the event that fifteen (15%) percent of the gross sales in any month shall be less than Fifteen Thousand Dollars (\$15,000.00), Lessee shall still be obligated to pay the monthly minimum royalty of Fifteen Thousand Dollars (\$15,000.00) to Lessor.

Lessee shall furnish to Lessor, not later than the twentieth (20th) day after the expiration of each succeeding calendar month during the life of this Lease, a statement in writing, setting forth for the preceding calendar month the weight or volume of said material removed from said Premises and the amount of gross sales for that month. Each statement shall be accompanied by a draft, payable to Lessor, for the amount of the royalty due Lessor in excess of the minimum monthly royalty payment.

Lessee shall keep a complete and true account and

record of all material removed from said Premises. Lessee shall permit authorized representatives of Lessor to examine such account and record from time to time and to enter upon said Premises and into any workings thereon, or wherever said material may be stored, for the purpose of inspection to ascertain whether the terms and conditions of this Agreement are being properly carried out, and to make measurements and to affix notices.

4. DEFINITIONS: As used herein (a) "ton" equals 2,000 pounds; (b) "gross sales" is the total amount of income received by Lessee from the sale of materials, FOB premises, and not including amounts charged for taxes, fees or other charges levied by governmental agencies, and freight upon such sales.

5. LATE PAYMENT PENALTY: In the event that Lessee is more than thirty (30) days delinquent in making any of the lease payments, Lessee shall pay Lessor an additional ten (10%) percent penalty with respect to each such late payment.

In addition, any delinquent royalty payments due Lessor shall become a lien upon all improvements and property whatsoever of Lessee upon said Premises.

6. FORCE MAJEURE: The aforesaid provisions for rental payments shall be cancelled and voided during such time as Lessee's excavation, processing, and removal of materials shall be suspended or curtailed due to litigation regarding the zoning, suspension, revocation or expiration of variances or conditional use permits authorizing such rock operations; war; government allocation of material or labor; fire, flood or other causes

beyond the control of Lessee. Upon the removal of such cause, said rental payment provisions shall again be operative.

7. ASPHALT PLANT: As further consideration for the execution of this Lease, Lessee agrees to install an asphalt plant on the premises as soon as Lessee determines the feasibility of the following:

(a) After the remodeling of the existing aggregate plant and a reasonable period of production, Lessee will decide in Lessee's sole judgment, if the aggregate plant is capable of producing enough crushed product to economically supply the crushed aggregate base (Class A Base), course concrete aggregate, and asphalt aggregate market. When it is economically feasible to produce for all three of these markets, Lessee will install an asphalt plant on the premises.

8. RIGHT OF FIRST REFUSAL:

(a) From and after the date hereof, Lessor shall not sell, transfer or convey the premises or any part thereof except if Lessee declines to purchase according to the right of first refusal set forth below. This right of first refusal shall be subordinate to the first refusal rights granted to F. R. WALKER, JR. under the Lease dated January 12, 1985, until such Lease expires on January 12, 1990.

(b) During the term of the Lease, if Lessor receives a bona fide offer to purchase the Premises or any portion thereof, which offer Lessor intends to accept, Lessor shall notify Lessee of such offer, specifying the price and terms of the offer and

the identity of the proposed buyer which notice shall be served as Lessor's offer to Lessee to sell the Premises (or the portion thereof) to Lessee at the same price and terms. Lessee shall have sixty (60) days following receipt of such notice to accept Lessor's offer and, if not accepted within such time, Lessor may sell the Premises (or the portion thereof) to the buyer specified in the notice at the price and terms specified in said notice. Any change in the buyer, price, or terms shall require new notice to Lessee in accordance with this paragraph.

(c) Any sale of the Premises shall be subject to this Lease.

(d) A transfer of controlling interest in Lessor corporation due to the death of any shareholder, provided that the transfer is to a family member of the deceased shareholder, shall not be deemed a sale of the Premises for the purposes of this section. Any other transfer of controlling interest in the corporation shall be deemed a sale of Premises for the purposes of this section.

9. REAL AND PERSONAL PROPERTY TAXES Lessee shall pay, prior to delinquency, all taxes and assessments levied and assessed on the Premises, which are described in Exhibit A and are incorporated herein by reference, and also all taxes and assessments levied and assessed on (a) sand, rock and gravel, or any of them, and the rights thereto, which are subject to this agreement, (b) on Lessee's improvements and personal property on said Premises which become a lien on said land during the term of

this agreement, and (c) on any and all production or severance taxes computed or based upon production or removal by Lessee of rock, sand and gravel from said Premises. If said taxes and assessments are not so paid by Lessee, Lessor may, at its option, pay such taxes and assessments and any penalties and interest thereon, and Lessee agrees to reimburse Lessor on demand for the full amounts of the payments so made by Lessor.

Lessor agrees to deliver to Lessee the current year's tax bill prior to delinquency, and prior to the expiration of the time to contest the assessed valuation. Any increase in taxes due to reassessment caused by the transfer of the property by Lessor after the date of the Lease shall be the responsibility of Lessor's successor in interest.

10. RELEASE OF LIABILITY, INDEMNIFICATION, MAINTENANCE,

AND INSURANCE: Subject to the warranties and agreements given by Lessor to Lessee in Paragraph 24 of this Lease, Lessee accepts Premises in their present condition and hereby releases and agrees to hold harmless and indemnifies the Lessor against all claims, demands, loss, damage, actions, causes of action, expenses and/or liability arising or growing out of loss or damage to property or injury to or death of persons resulting from Lessee's use of said Premises. The Lessee agrees to pay promptly all claims for labor, materials and equipment used in connection with the Lessee's operations on the Premises and to hold Lessor free and harmless from any liability in connection therewith.

Lessee agrees to maintain in full force and effect liability insurance with limits for death or injury and/or property damage of not less than Two Millions Five Hundred Thousand Dollars (\$2,500,000.00), covering Lessee's operations on the said Premises. Lessee is required to annually furnish to Lessor a certificate of insurance or other evidence thereof satisfactory to Lessor.

11. HOLD-OVER TENANCY: If Lessee remains in possession of the leased Premises after the expiration of the term of this Lease, or any extension thereof, without written consent of the Lessor, such holding over shall, if Rent is accepted by the Lessor for any period after expiration of the Term, create a tenancy from month to month upon the same rents, terms and conditions of this Lease. Thereafter, this Lease shall be terminable by Lessee or Lessor upon thirty (30) days written notice of termination.

12. REMOVAL OF STRUCTURES: Upon termination of this Agreement Lessee shall vacate the premises and, provided no default exists in respect of any obligations of the Lessee hereunder, Lessee may remove within ninety (90) days after such termination all machinery tools, appliances, structures, and other property placed or constructed on said premises by Lessee. All property remaining on said premises ninety (90) days after the termination of this Agreement shall become the property of Lessor and Lessor may dispose of the same free and clear of any claim thereto by Lessee. Lessee shall leave the quarry area

operated by Lessee on said premises in a safe condition, properly sloped and adequately safeguarded against accident to persons and livestock. Lessee agrees to reimburse Lessor for all cost and expenses incurred by Lessor in restoring said premises and the disposition of any property placed thereon by Lessee.

13. SUBLETTING AND ASSIGNING: The Lessee shall not assign this Lease, either voluntarily or by operation of law, or sublet the Premises or any part thereof without the written consent of the Lessor, which consent shall not be unreasonably withheld. However, the assignment of this Lease to an affiliate company is permitted, and a sublease to Pacific Ready Mix, Inc. is also permitted. The provisions of this paragraph shall constitute a continuing covenant binding upon all successors in interest of Lessee. If Lessor agrees to the transfer or assignment of Lessee's interest in this Lease to a third party, Lessee shall continue to remain on the Lease as a guarantor.

14. APPLICABLE LAWS: The Lessee agrees to conduct its operations and to comply with all applicable laws, ordinances, and governmental regulations, and it is agreed that this Lease, and obligations hereunder, shall terminate upon the effective date of any law, ordinance, or government regulations, which in the sole determination of Lessee, would prevent the Lessee from economically using the property for the purposes contemplated in this Lease.

The provisions of this Lease shall be governed by the laws of the State of California and venue shall be in Los Angeles

County.

15. RIGHT OF ACCESS: Lessor reserves the right to enter upon the Lease Premises at all reasonable times for the purposes of inspection and to make such use of Premises for its own business and shall not interfere with operations of Lessee.

Lessor hereby grants to Lessee for the term of this Lease, and any extension thereof, the right of ingress and egress across the North half of the West half of the Northeast quarter of Section 36, Township 6 North, Range 11 West, S.B.B.M, on the paved access road. Lessee agrees to assume responsibility for the maintenance of the paved access road.

16. NOTICE: Any noticed from Lessor to Lessee may be served upon Lessee by mailing the same by United States registered mail addressed to Lessee at Post Office Box 330, Arcadia, California 91006, or at such other address as Lessee may in writing specify to Lessor as Lessee's address for the service of notices. Likewise, any notice from Lessee to Lessor may be served upon Lessor by mailing the same by United States registered mail addressed to Lessor at 7200 West Avenue "H," Lancaster, California 93534, or at such other address as Lessor may so specify, and to Lessor's attorneys, Healey & Healey, Post Office Box 3366, Palm Desert, California 92261. No waiver of any breach of any provision hereof shall constitute a waiver of any succeeding breach, and time shall be of the essence with respect to Lessee's performance of the terms of this Lease.

17. MODIFICATION: This Lease may be modified only by

written agreement signed by Lessor and Lessee.

18. CAPTIONS: The captions of this Agreement are inserted for convenience in reference only and do not constitute a part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

19. ATTORNEY FEES: In the event either party institutes legal action to enforce any of the terms, covenants or conditions of this Lease, or to quiet title against this Lease or cancel the same of record or to collect rent, the successful party in such litigation shall be entitled to recover reasonable attorney's fees and court costs.

In addition Lessee agrees to pay all of Lessor's attorney fees in connection with the negotiation and preparation of this Lease.

20. PROCEDURE AND REMEDY ON DEFAULT: Upon breach by the Lessee of any of the terms, covenants or conditions of this Lease and Lessee's failure to remedy the default within thirty (30) days after written notice from Lessor to do so (if the default is capable of cure within thirty (30) days, otherwise Lessee's commencement of cure within thirty (30) days), then at the option of the Lessor, notice of the exercise of which shall be given to the Lessee in writing, this Lease shall forthwith cease and terminate and all rights of the Lessee in and to said land shall be at an end, whereupon Lessee shall vacate said Premises and surrender possession thereof to Lessor. The waiver by Lessor of

any breach of any covenant or condition hereof shall not be deemed a waiver of any other or subsequent breach hereof. The acceptance of rental payments hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any covenant or condition hereof, other than the failure of Lessee to pay such particular rental payment so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rental payment.

21. MEMORANDUM OF LEASE: Lessor agrees to execute a memorandum of this Lease in order that Lessee may record said memorandum without having to record this entire Lease.

22. BINDING ON SUCCESSORS: The covenants and conditions contained herein shall apply to and bind the heirs, spouses, successors, executors, administrators and assigns of each of the parties hereto.

23. WATER: Lessee may develop and use such water from the Premises as may be needed in quarrying, washing down gravel, wetting loads, watering of access roads, and other activities permitted hereunder.

24. LESSOR'S WARRANTY: Lessor warrants that it is the owner of the Premises, and that the Premises are encumbered by the Lease with F. R. Walker, Jr., which Lease expires on January 12, 1990.

Lessor further agrees that during the term of Lessor's Lease with F. R. Walker, Jr. and after its expiration, that Lessor will enforce all covenants of said Lease regarding the

permissible use and maintenance of the Premises and will take all action necessary to deliver possession of the Premises to Lessee at the beginning of the Lease Term in a condition which will allow Lessee to immediately commence its rock, sand and gravel operations.

IN WITNESS WHEREOF, the parties to this Lease have executed the same on the day and year above written.

LESSOR:

HEALY ENTERPRISES, INC.

By P. J. Healy
P. J. HEALY, President

By E. D. Healy
E. D. Healy, Secretary

LESSEE:

OWL COMPANIES

By John A. Holmstrom
JOHN A. HOLMSTROM
Senior Vice President

EXHIBIT "A"

THE LAND REFERRED TO IN THIS EXHIBIT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND, FILED IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT.

PARCEL 2:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND FILED IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT.

PARCEL 3:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 11, WEST, SAN BERNARDINO BASE AND MERIDIAN ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND FILED IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT.

PARCEL 4:

THE WEST 80 ACRES OF THE AGGREGATE OF LOTS 1 AND 2 OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 11 WEST, SAND BERNARDINO MERIDIAN.

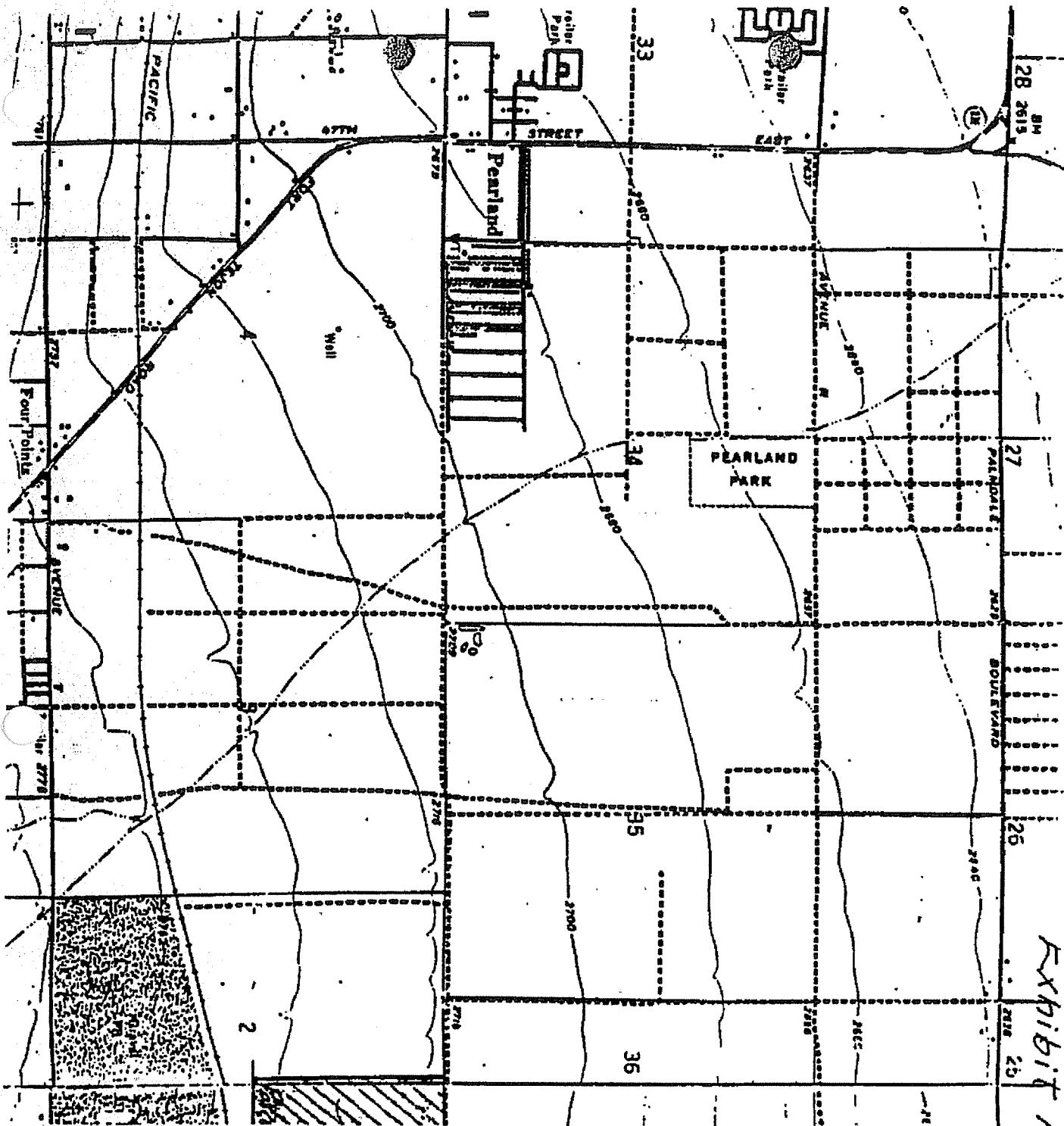
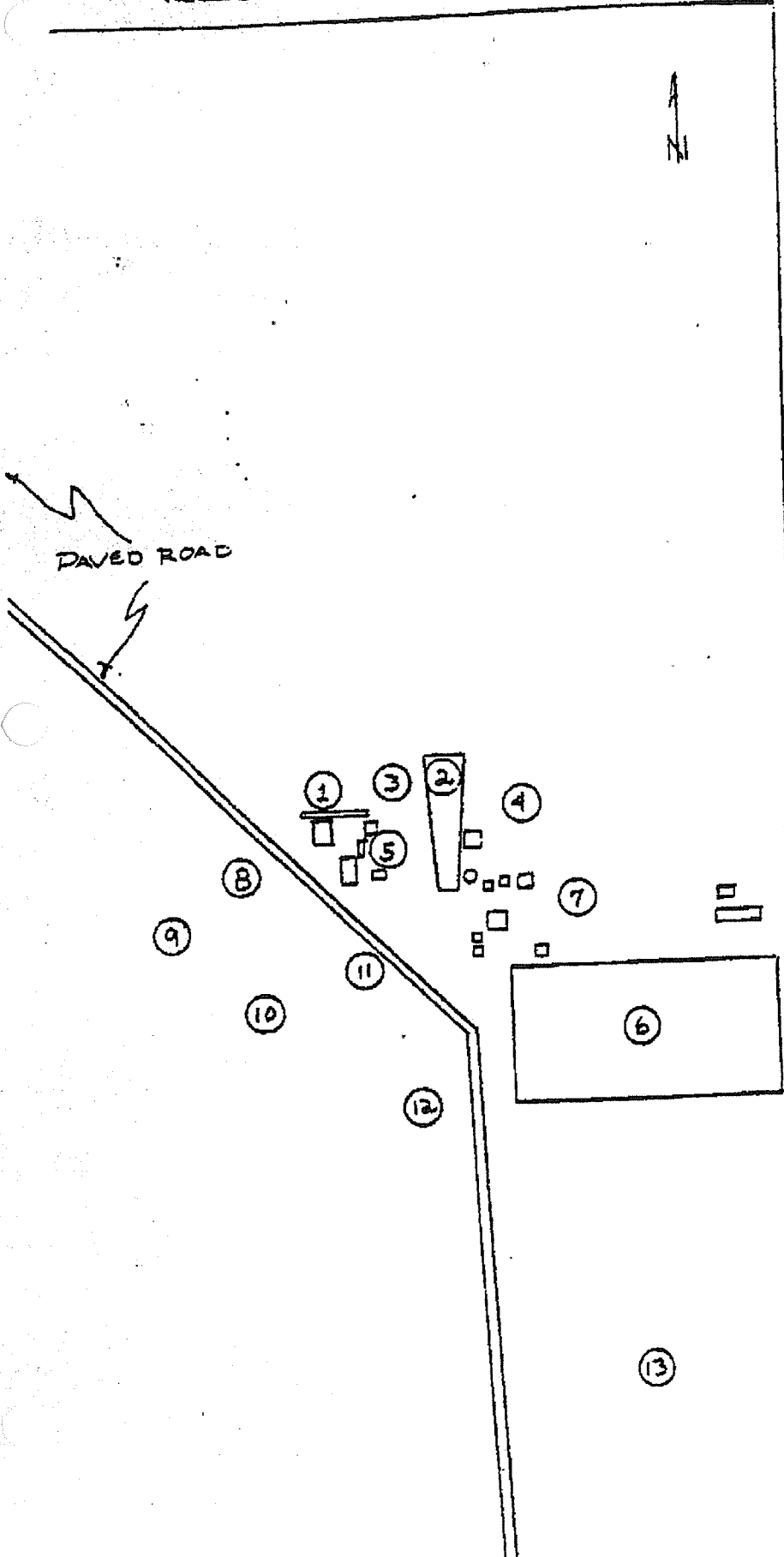


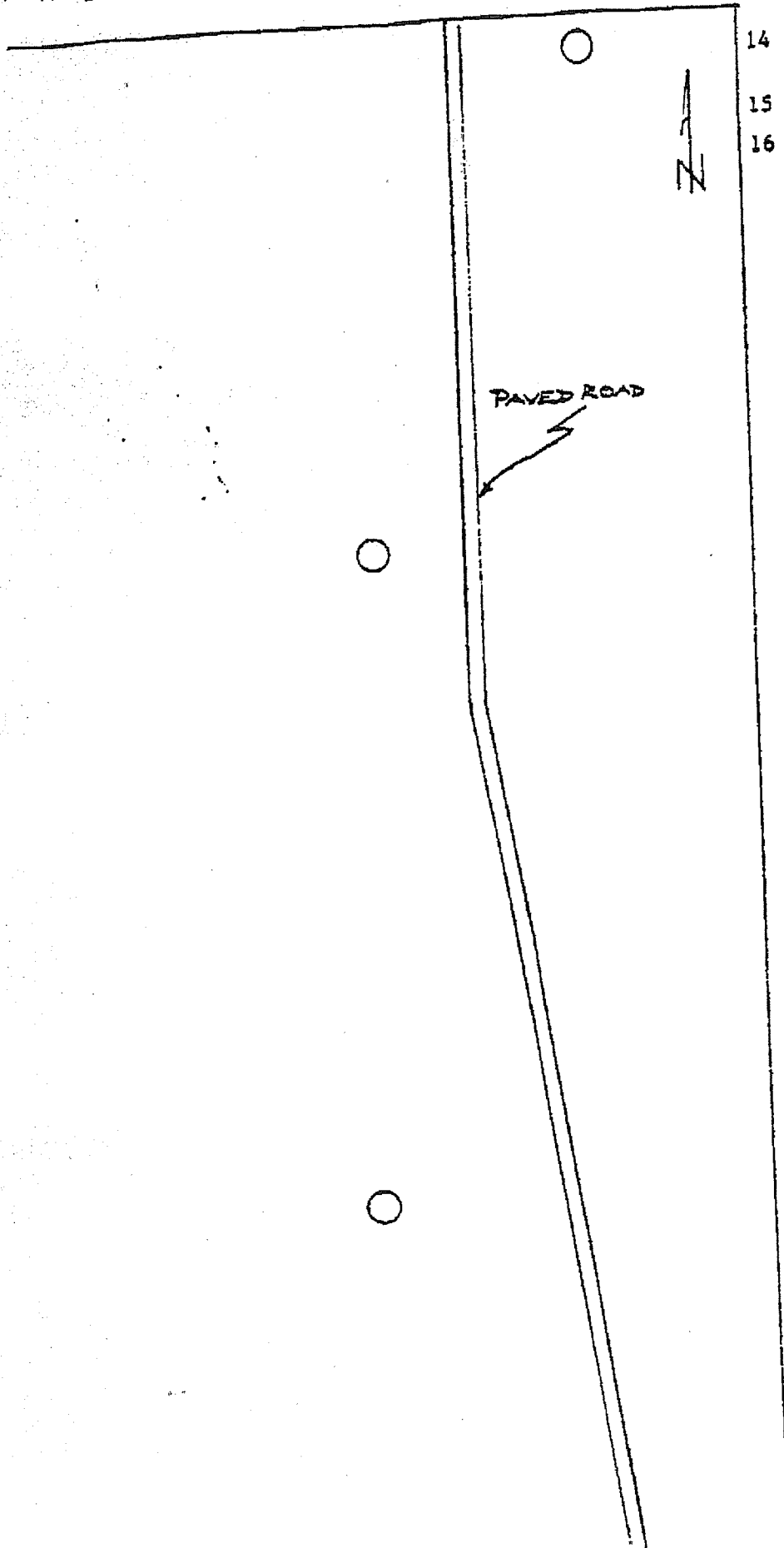
Exhibit A

PARCEL NO. 1 - BOAL.



- 1 60' Scales & Office
- 2 Dirt ramp
- 3 8 cars, pickups & vans
1 travel trailer
1 set of ED trailers
1 truck tractor
1 semi trailer
1 boat
Misc. old tires, barrels, tanks,
& junk
1 - 1500 gal. fuel tank
- 4 Small volume batching operation,
with piles of various agg's., 1 Cas
(580)backhoe, 1-10 wheel dump truck
- 5 Desertland Trucking
1 Double wide office trailer
1 Shipping container
1 Semi-trailer, 1 car port, misc.
barrel, tires, service equipment,
& junk
- 6 Lone Star batch plant compound
- 7 5 Old Bld's, 3 travel trailers,
1 single wide mobile home, 1 water
tank, 2 junk cars, misc. junk,
1 camper shell
- 8 Desertland Truck Park, sometimes
12 units.
- 9 1 2 axle semi van, 1 cab-over
tractor, 1 tanker trailer, 1 P/U
service truck, 1 P/U camper
2 500 gal fuel tanks
1 junk bus, 3 junk trucks, 1 junk
car, 1 junk van
1 2 axle light trailer, 1 13'x10'
2D shaker screen, 1 trailer mounte
200 gal. tank, misc. junk truck
parts, machinery, and steel
- 10 8 junk cars, 2 junk p/u's, 2 junk
trucks, 1 old 175A Mich. loader,
1 junk fork truck, 5 steel tanks,
1 6'x7' tin storage shed, misc. ju
machinery, tires & steel
- 11 1 junk cab-over truck
1 junk boom truck
1 air track and misc. junk
- 12 Misc. junk machinery and steel
- 13 Removed all items

PARCEL NO. 3 - 804



- 14 Chain link fence area w/piles of old form lumber
- 15 All items removed
- 16 1 crawler crane
1 junk truck crane
1 clam bucket
1 Lorain shovel boom and bucket
1 Cedar Rapids portable crushing plant
1 old D-9 dozer (tracks broken)
2 junk cars
numerous old const. equip.
tire casings
numerous rolls of used conveyor belting
Used handrailing
1 used dragline bucket
Misc. barrel, pipe, cat tracks, steel, and junk
1 White (painted) semi van Lic. X72210
1 4x4 toyota (fire damaged)
1 channel iron conveyor, w/head tail, and troughing rollers
1 trash type dump body loaded w/ tires

GUARANTY

Owl Companies, a California corporation (OWL), hereby guarantees to Frank R. Walker, Jr. (WALKER) the performance by ARROW ROCK MATERIALS, INC. of the terms and conditions of that certain Asset Purchase Agreement dated OCTOBER 28, '1988, provided that:

1. In the event of any default by ARROW ROCK MATERIALS, INC., OWL shall be immediately notified of the specifics by WALKER; and

2. Owl may substitute a guarantor of sufficient net worth to meet the obligations of this guaranty and thereupon be released from further liability. Said substitution shall be made only with the written consent of Walker, which consent shall not be unreasonably withheld.

DATED: OCTOBER 28, 1988

OWL COMPANIES

By B. Kilgore, Treasurer

FRANK R. WALKER, JR.



OWL COMPANIES, 2465 CAMPUS DRIVE, IRVINE, CA 92715

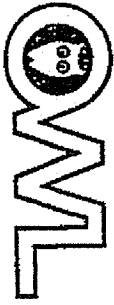
VENDOR NO.

COURTROL

CHECK NO.

DATE	REFERENCE	GROSS AMOUNT	DISCOUNT	NET AMOUNT	DATE	REFERENCE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
10278				\$100,000.00		FOR ARROW ROCK MATERIALS, INC.			

THIS CHECK IS TENDERED IN PAYMENT OF ITEMS LISTED ABOVE



OWL COMPANIES
2465 CAMPUS DRIVE, IRVINE, CA 92715

No. 6600

18-7001/2220

PAY TO THE ORDER OF

FRANK R. WALKER JR.

DATE OF CHECK
10-28-88

CHECK AMOUNT
*****\$100,000.00***

OWL COMPANIES

CALIFORNIA FEDERAL SAVINGS AND LOAN
Commercial Account Services
5670 Wilshire Blvd.
Los Angeles, California 90036

AUTHORIZED SIGNATURE
[Signature]
AUTHORISED SIGNATURE
[Signature]

THIS CHECK IS NOT VALID UNLESS IT CONTAINS TWO SIGNATURES

4-SERVICEROCK

ADDENDUM TO LEASE

The lease dated June 10, 1988, by and between HEALY ENTERPRISES, Inc., an Illinois Corporation: ("LESSOR") and OWL COMPANIES, A California Corporation, as predecessor in interest to SERVICE ROCK PRODUCTS CORPORATION; a California Corporation, ("LESSEE") is amended as follows:

Exhibit A is amended by adding forth (40) acres to certain real property located in the City of Palmdale, Los Angeles County, California, which amended Exhibit A ;is attached hereto and incorporated herein by reference.

In all other respects the Lease shall remain in full force and effect.

LESSOR: HEALY ENTERPRISES, INC.

By:


Jane Healy

Date:

10-27-04

LESSEE: SERVICE ROCK PRODUCTS CO.

By


Bob Burnmeister

Date:

10-26-04

C:\clients\SRPPalmdale\LeaseAddendum#2

EXHIBIT "A"

Sheet 1 of 4

THE LAND REFERRED TO IN THIS EXHIBIT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND, FILED IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT.
APN 3024-015-055

PARCEL 2:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND FILED IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT.
APN 3051-008-004
APN 3051-008-006

PARCEL 3:

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SURVEY OF SAID LAND FILED IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT.
APN 3024-016-001

PARCEL 4:

THE WEST 80 ACRES OF THE AGGREGATE OF LOTS 1 AND 2 OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN.
APN 3051-008-002

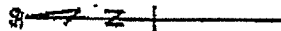
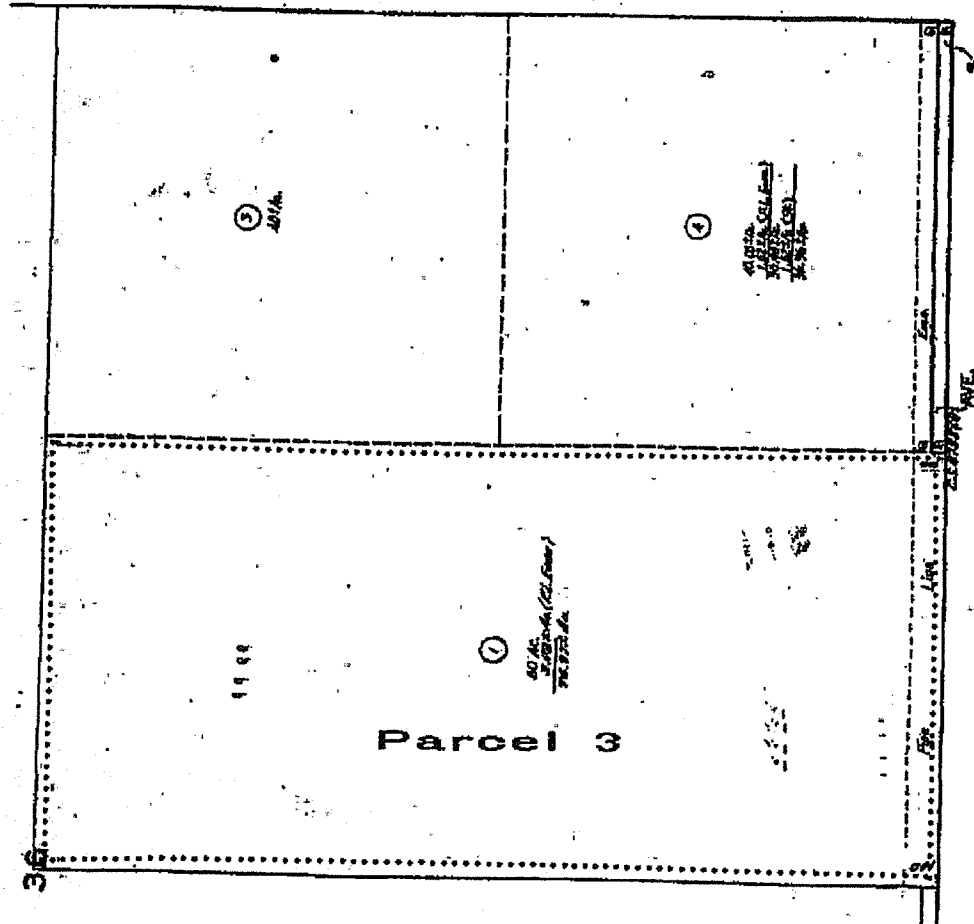
C:/clients/SRPPalmdale/LeaseAddendum#1.

View Enlarged Map
View Printing Instructions

County of Los Angeles, Rick Aberbach, Assessor

3024 16
SCALE 1" = 300'

REV 6-7
P.A.
BY DATE
7/23
78/11



CODE 7084

FOR FEE, ASSMT. SEE 173 - 87.

T. 6 N, R. 11 W.

EXHIBIT A

SHEET 3 OF 4

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

EXHIBIT 5

Rottman Drilling Co.

46471 N. DIVISION
LANCASTER, CA 93535-5906
(661) 942-6125
FAX (661) 949-1510
CONTRACTORS LIC. #316599

8800 SCHURZ HWY.
FALLON, NV 89406
(775) 423-8929
CONTRACTORS LIC. #36348

January 18, 2007

Service Rock
Attn: Marlow
P.O. Box 1146
Victorville, CA 92393-1146

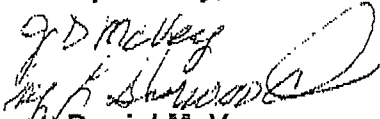
RE: Palmdale Property

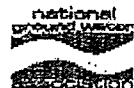
The information on the four wells at the Palmdale property are as follows:

- 539660 1.) New well near batch plant – 400gpm – turbine pump 60hp
2.) Office Well – 60gpm – submersible pump — 20hp Shop
R600 3.) West well (1956) – 120gpm – submersible pump 25hp Rock Plant
269835 4.) East Pit well (1989) – 425gpm – submersible pump East 75hp sub
1989

If you have any further questions, please feel free to contact me at the office.

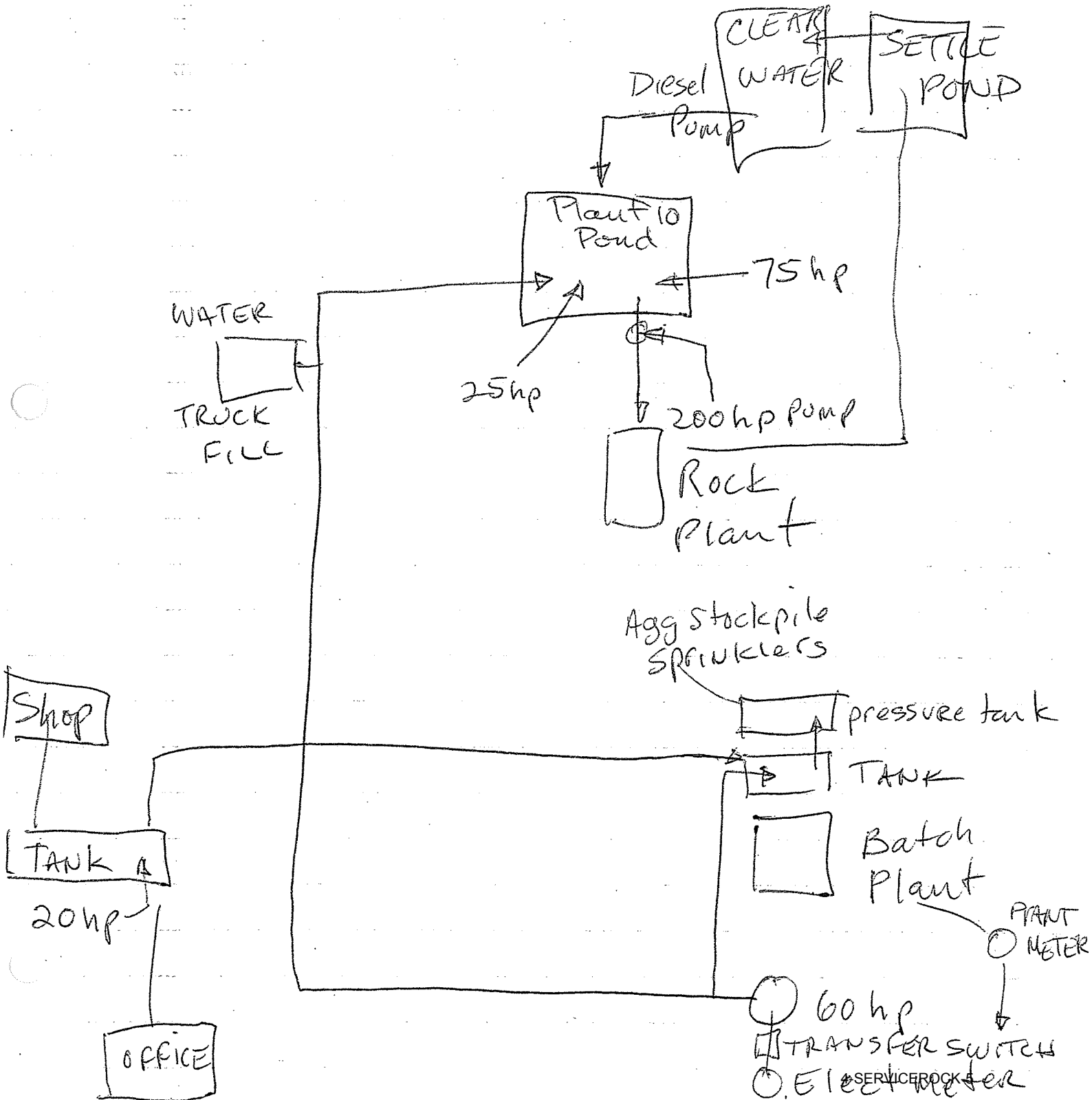
Respectfully,


J. Daniel McVey
Pump Superintendent



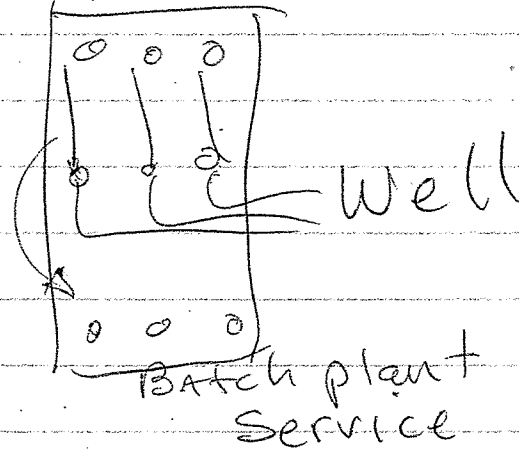
FRX
'04 2005 = '06 Volumes Palmdale

75hp well - Doc error Jon found

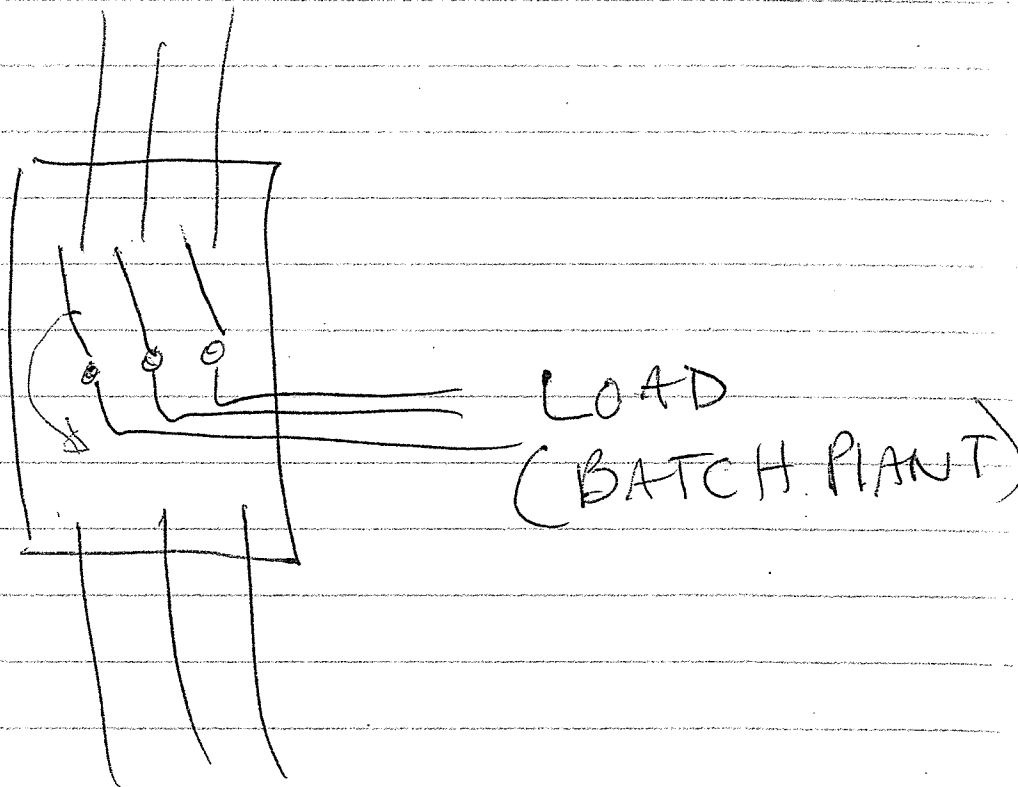


Website = Valero oil

well Edison meter



Edison



GEN SET

60hp - Batch plant turbine Permit # 539660
 12/31/99 4N 11W Sec 36 W 1/4 NE 1/4
 12" 670' 450 GPM

Add Elect bill Records from Batch plant
 look for 03 - Mid '06 increase in power
 at plant.

Shop Welle

Dept 25 concrete volume records

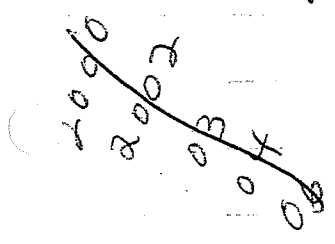
~~1996 2000 06~~

Cock plant 75 hp 120 GPM -
 how many hrs / day or how many
 hrs / plant oper how does this run?

example - plant runs 10 hrs / day - pump
 runs 11 hrs - plant runs 2500 hr / yr
 pump runs 2750 hrs

$$2750 * 60 * 120 \text{ gpm} = \text{Annual gallons}$$

75hp



Verify oper hrs / plant hr

75
 25
 }
 60

thru Sept 30

04-05 05-06
 27.5 23.9

Bob Kelley

From: Derek Woltil [dwoltil@servicerock.com]
Sent: Thursday, November 30, 2006 4:18 PM
To: rkelley@servicerock.com
Subject: Palmdale Well pictures and information
Attachments: 4 Batch well pad.jpg; 1 Rock plant 6in pipe.jpg; 1 Rock plant meter 94-6-853.jpg; 2 Rock plant 3in pipe.jpg; 2 Rock plant meter 97-5495-3.jpg; 3 Shop 4in pipe.jpg; 3 Shop meter 98-7672-3.jpg; 3 Shop pipe overview.jpg; 4 Batch 4in pipe.jpg; 4 Batch 8in pipe.jpg; 4 Batch T junction.jpg

Hello Bob,

This is the information and pictures that I took in Palmdale about the different wells there.

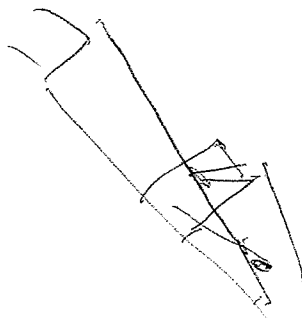
1. Palmdale Rock *Completed 4/11/09 Nov 252398 Permit 269835*
 75hp motor
 6" pipe *EN 11W*
 Saddle or strap on style McCormeter Flowmaster which can read from 0 to 1300
 Number on top of McCormeter 94-6-853
2. Palmdale Rock 2
 25hp motor
 3" pipe
 In pipe McCormeter unreadable due to condensation
 Number 97-5495-3
3. Palmdale Shop
 20hp motor
 4" pipe
 In pipe McCormeter which can read from 0-250
 98-7672-3
 Also had a Noshok PSI meter which could read 0-200
4. Palmdale Batch Plant
 60hp motor
 8" pipe from ground which "T"s with a 4" to the batch plant
 No meter presently there
 Straight length is less than 40" long which may be problematic for a meter

If you have any questions or want me to help explain the pictures just email or call me.

Thanks,
Derek W. Woltil
 Manager - IT Department
 Service Rock Products
 16952 D Street
 Victorville, CA 92394

760.245.7997 ext 235
 760.381.222 fax

*Robert Woltil
 @ SCE.com*



Rottman Drilling Co.

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LANCASTER, CA 93535-5906
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CONTRACTORS LIC. #316599

8800 SCHURZ HWY
FALLON, NV 8940
(775) 423-892
CONTRACTORS LIC. #3834

Service Rock
Attn: Ed Howard
FAX 861-533-6320

September 18, 2007

RE: Water Levels (Palmdale Plant)

The following water levels were recorded by Rottman Drilling Co. personnel at the Palmdale Plant during September 2007:

1. 60hp Turbine near the Batch Plant
 - a. Standing Water Level 203-feet
 - b. Pumping Level 235-feet
2. ^{SHOP} Office Well - Submersible
 - a. Standing Water Level 111-feet
 - b. Pumping Level 145-feet
3. 75hp Submersible (East Pit Well)
 - a. Standing Water Level 235-feet
 - b. Pumping Level 323-feet
4. West Pit Well ^{25 H.P.}
 - a. Standing Water Level 200-feet
 - b. Pumping Level 215-feet

Rottman Drilling Co. makes no warranties to future water production. This report is for informational purposes only and valid only as of the date of the test and therefore should not be relied upon to predict a future quantity of water that the wells will produce.

I hope this information is helpful to you.

Respectfully,

J. Daniel McVey

J. Daniel McVey
Pump Superintendent

JDM:las



(\$1125.00)



EXHIBIT 6

Production
rock plant

10

	2001	2002	2003	2004	2005	2006
	75000	89679	144756	141780	93624	78272 dec
	77736	73998	68899	96079	99063	84421 nov
	81350	84146	101203	146209	103032	89691 oct
	62789	63323	112190	131196	85432	93560 sept
	76584	74560	119143	139418	132253	77015 aug
	68805	77983	117566	141661	94835	103785 july
	76041	71032	113852	125536	128519	119888 june
	74708	115957	100179	93710	138598	125985 may
		59972	83671	127166	127501	95861 april
		85190	68832	88679	114433	104871 march
		69271	73678	69966	83358	66550 feb
		75459	87127	61322	85770	86645 jan
	593013.00	940570.00	1191096.00	1362722.00	1286418.00	1126554.00

Production
rock plant 04

	2001	2002	2003	2004	2005	2006
	41478	38128	61720	91285	118844	97534 dec
	45204	46130	60836	89909	102107	112351 nov
	52405	58370	89659	94494	87021	118260 oct
	37217	59674	72059	77295	85143	100809 sept
	36056	47405	62744	61940	97324	138318 aug
	48128	59422	68319	55848	77557	128484 july
	29877	46064	63255	62533	87659	118249 june
	9324	49518	58765	57939	84835	111329 may
		40019	27343	56269	105426	117404 april
		30187	45207	60095	86772	109771 march
		38477	37570	30420	49970	92118 feb
		49755	38882	58088	56316	68982 jan
	299689.00	563149.00	686459.00	796115.00	1039074.00	1314609.00

SCE meter 60 hp well	2000	2001	2002	2003	2004	2005	2006
kWh used	11952	14580	16848	0	0	0	dec
	12078	10386	27054	0	0	0	20700 nov
	18702	5508	31716	0	0	0	28332 oct
	16398	9036	30150	0	0	0	25056 sept
	39348	12240	25272	0	0	0	15552 aug
		4896	28584	0	0	0	20448 july
		5760	24894	0	0	0	0 june
		17118	21150	0	0	0	0 may
	18	5328	19476	0	0	0	0 april
		1242	11916	0	0	0	0 march
		612	11970	0	0	0	0 feb
		2520	10764	2934	0	0	0 jan
	98496	89226	259794				

Service

Rock Products

Date:

FEB 01, 2007

Taken By:

JOE FROST & LINDA HAWK

Plant Location:

Palmdale Rock Plant

Diesel Fuel	Meter Reading	Stick Reading	Gallons	Price	Total
Tank #1 Pump 1	360651	—	—		
Tank #1 Pump 2	94353	64"	7250		
Gasoline	2635	—	160		
Tank #2 Pump 3	1034808	—			
Tank #2 Pump 4	13487	39"	2081		

75 HP WELL 5000 GALLONS X 100

25 HP WELL 832228 GALLONS X 10

Service

Rock Products

Date: 3-1-07
Taken By: LINDA HAWK & JOE FROST

Plant Location: Palmdale Rock Plant

Diesel Fuel	Meter Reading	Stick Reading	Gallons	Price	Total
Tank #1 Pump 1	372172	49"	5278		
Tank #1 Pump 2	110919	-			
Gasoline	2939	-	105		
Tank #2 Pump 3	1050651	23"	1030		
Tank #2 Pump 4	18894	-			

75 HP WELL 99956 GALLONS X 100

25 HP WELL 832228 GALLONS X 10

Service

Rock Products

Date:

4-02-07

Taken By:

PAR THOMAS & LINDA HAWK

Plant Location:

Palmdale Rock Plant

Diesel Fuel	Meter Reading	Stick Reading	Gallons	Price	Total
Tank #1 Pump 1	383597	72"	8208		
Tank #1 Pump 2	126525	—			
Gasoline	3325	FULL	240		
Tank #2 Pump 3	1065770	54"	3056		
Tank #2 Pump 4	24522	—			

75 HP WELL 161519 GALLONS X 100

25 HP WELL 832228 GALLONS X 10

Service

Rock Products

Date: 5-1-07
Taken By: JOE FROST & LINDA HAWK

Plant Location: Palmdale Rock Plant

Diesel Fuel	Meter Reading	Stick Reading	Gallons	Price	Total
Tank #1 Pump 1	395106	76	8644		
Tank #1 Pump 2	141125	—			
Gasoline	3603	BROKEN	115*		
Tank #2 Pump 3	1079703	64	3610		
Tank #2 Pump 4	30027	—			

75 HP WELL 206759 GALLONS X 100

25 HP WELL 832228 GALLONS X 10

* ACCORDING TO GOODSPEED'S WEB SITE

Service

Rock Products

Date: JUNE 01, 2007
Taken By: JOE FROST & LINDA HAWK

Plant Location: Palmdale Rock Plant

Diesel Fuel	Meter Reading	Stick Reading	Gallons	Price	Total
Tank #1 Pump 1	407260	56"	6216		
Tank #1 Pump 2	157465	-			
Gasoline	3864	BROKEN	120 *		
Tank #2 Pump 3	1095956	32"	1612		
Tank #2 Pump 4	36521	-			

75 HP WELL 257772 GALLONS X 100

25 HP WELL 832228 GALLONS X 10

* ACCORDING TO GOODSPEEDS WEB SITE

Service

Rock Products

Date:

7-2-07

Taken By:

LINDA HAWK & PAR THOMAS

Plant Location:

Palmdale Rock Plant

Diesel Fuel	Meter Reading	Stick Reading	Gallons	Price	Total
Tank #1 Pump 1	419727	67"	7630		
Tank #1 Pump 2	174517	-			
Gasoline	4074		184 *		
Tank #2 Pump 3	1111392	49"	2745		
Tank #2 Pump 4	42532	-			

75 HP WELL 305911 GALLONS X 100 ROCK PLANT

25 HP WELL 245277 GALLONS ROCK PLANT

25 HP WELL 318023 GALLONS X 10 SHOP

60 HP WELL 153167 GALLONS BATCH

* ACCORDING TO GOODSPEEDS WEB SITE

Service

Rock Products

Date:

8-01-07

Taken By:

JAR.

Plant Location:

Palmdale Rock Plant

Diesel Fuel	Meter Reading	Stick Reading	Gallons	Price	Total
Tank #1 Pump 1	428182	3'9"	4787		
Tank #1 Pump 2	191105	3'9"	4787		
Gasoline	4312				
Tank #2 Pump 3	1125644	1'9"	907		
Tank #2 Pump 4	47779	1'9"	907		

75 HP WELL 346062 GALLONS X 100 ROCK PLANT

25 HP WELL 670645 GALLONS ROCK PLANT

25 HP WELL 466480 GALLONS X 10 SHOP

60 HP WELL 184639 GALLONS BATCH

Service

Rock Products

Date: 9-04-07
Taken By: PAR THOMAS & LINDA HAWK

Plant Location: Palmdale Rock Plant

Diesel Fuel	Meter Reading	Stick Reading	Gallons	Price	Total
Tank #1 Pump 1	440443	52	5682		
Tank #1 Pump 2	209114	-			
Gasoline	4464	-	175		
Tank #2 Pump 3	1144053	42"	2281		
Tank #2 Pump 4	51338	-			

75 HP WELL 378484 GALLONS X 100 ROCK PLANT

25 HP WELL 158999 GALLONS ROCK PLANT

25 HP WELL 630270 GALLONS X 10 SHOP

60 HP WELL 223529 GALLONS BATCH

Service

Rock Products

Date:

10-01-07

Taken By:

PAR -

Plant Location:

Palmdale Rock Plant

Diesel Fuel	Meter Reading	Stick Reading	Gallons	Price	Total
Tank #1 Pump 1	447546	4'5"/53"	5816		
Tank #1 Pump 2	224963	4'5"/53"	5816		
Gasoline	4610		125		
Tank #2 Pump 3	1155902	3'0"/36"	1880		
Tank #2 Pump 4	55939	3'0"/36"	1880		

75 HP WELL 401420 GALLONS X 100 ROCK PLANT

25 HP WELL 679070 GALLONS ROCK PLANT

25 HP WELL 735026 GALLONS X 10 SHOP

60 HP WELL 252050 GALLONS BATCH

Service

Rock Products

Date:

11-01-07

Taken By:

PAR THOMAS, LINDA HAWK

Plant Location:

Palmdale Rock Plant

Diesel Fuel	Meter Reading	Stick Reading	Gallons	Price	Total
Tank #1 Pump 1	456109	60"	6740		
Tank #1 Pump 2	243934	=	=		
Gasoline	4872	—	86		
Tank #2 Pump 3	1170138	37"	1972		
Tank #2 Pump 4	60048	—	—		

75 HP WELL 447578 GALLONS X 100 ROCK PLANT

25 HP WELL 183211 GALLONS ROCK PLANT

25 HP WELL 861728 GALLONS X 10 SHOP

60 HP WELL 384092 GALLONS BATCH

Service

Rock Products

Date: DEC 01 2007
Taken By: PAR THOMAS -

Plant Location: Palmdale Rock Plant

Diesel Fuel	Meter Reading	Stick Reading	Gallons	Price	Total
Tank #1 Pump 1	464497	4'7" / 55"	6083		
Tank #1 Pump 2	259542	-	-		
Gasoline	5089	27	177		
Tank #2 Pump 3	1181879	3'7" / 43"	2349		
Tank #2 Pump 4	63714	-	-		

75 HP WELL 483811 GALLONS X 100 ROCK PLANT
25 HP WELL 543173 GALLONS ROCK PLANT
25 HP WELL 967529 GALLONS X 10 SHOP
60 HP WELL 309387 GALLONS BATCH

Jan Feb March April May June July August Sept Oct Nov Dec
2007

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<i>15ml</i>	5000 1.53	99956 29.14	161519 18.89	206759 13.88	257772 15.66	305911 14.77	346062 12.32	378484 9.95	401420 7.04	447578 14.17	483811 11.12	148.48 ✓
<i>25ml</i>	832228 14	832228 14	832228 14	832228 14	832228 21	245277 7.53	670645 13.05	1158999 14.99	1679070 15.96	2183211 15.47	2543173 11.05	14.41
<i>60ml</i>		6289				153167 146.88	184639 31.47	223529 38.89	252050 28.52	284092 32.04	309387 25.30	24.12
												333.10 357.25
<i>Shel</i>	4	418				318023 9.75	466480 4.56	630270 5.03	735026 3.21	861738 3.89	967529 3.25	3.07
												33.68 36.75
												670.30 731.2372
												11 mo. projection total