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Attorneys for Cross-Defendant/Cross-Complainant,
A.V. UNITED MUTUAL GROUP; and Cross-
Defendants, ADAMS BENNETT INVESTMENTS,
LLC; MIRACLE IMPROVEMENT CORPORATION
dba GOLDEN SANDS MOBILE HOME PARK, aka
GOLDEN SANDS TRAILER PARK, named as ROE
1121; ST. ANDREW'S ABBEY, INC., named as ROE
623; SERVICE ROCK PRODUCTS, L.P.; and
SHEEP CREEK WATER COMPANY, INC.

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

Coordination Proceeding
Special Title (Rule 1550(b))

) Judicial Council Coordination
) Proceeding No. 4408

**ANTELOPE VALLEY GROUNDWATER
CASES**

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

Including Consolidated Actions:

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

) **CROSS-DEFENDANT, SERVICE ROCK
PRODUCTS, LP'S INFORMATION
AND MATERIALS RESPONSIVE TO
DECEMBER 12, 2012 DISCOVERY
ORDER FOR PHASE 4 TRIAL**

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

) For Court's Use Only:
) Santa Clara County
) Case No. 1-05-CV-049053
) (For E-Posting/E-Service Purposes Only)

**Wm. Bolthouse Farms, Inc. v. City of
Lancaster**
Diamond Farming Co. v. City of Lancaster
**Diamond Farming Co. v. Palmdale Water
Dist.**

Superior Court of California, County of
Riverside, consolidated actions, Case Nos. RIC
353 840, RIC 344 436, RIC 344 668

AND RELATED ACTIONS.

1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 Cross-Defendant, **SERVICE ROCK PRODUCTS, LP** ("Service Rock") by and through
3 their attorneys of record, Gresham Savage Nolan & Tilden, PC, by Michael Duane Davis and
4 Marlene L. Allen-Hammarlund, submits the following information and materials, under penalty
5 of perjury, in response to the December 12, 2012 Discovery Order for Phase 4 Trial, issued by
6 the Honorable Jack Komar, Trial Judge.

7 Service Rock has made a good faith effort to fully and accurately respond to the
8 categories of information required by the *Discovery Order*. However, due to the shortness of
9 time between the issuance of the order and the degree of detail required by the *Discovery Order*,
10 Service Rock reserves the right to supplement its responses to the extent it requires, in as timely
11 a manner as possible.

12
13 **I. CLAIMS OF OVERLYING GROUNDWATER RIGHTS:**

14 **1. Property Owned And/Or Occupied By Service Rock**

15 **a. Location of Property / Service Area:** The Service Rock properties
16 comprise two assemblages of parcels referred to as the "Primary Quarry" and the "Future
17 Quarry". Service Rock is a lessee of the Primary Quarry parcels and holds fee title to the Future
18 Quarry Parcels. Each assemblage is more specifically identified as follows:

19 **i. Primary Quarry:** The real properties described below are
20 situated in the Little Rock Creek Wash, between East Palmdale Boulevard on the north and
21 California State Highway 138 on the south, to the southeast of the City of Palmdale, upon which
22 Service Rock's primary Aggregates Mine/Quarry (the Primary Quarry) is situated. The Primary
23 Quarry is an assemblage of properties, which collectively comprise the "site" upon which the
24 Primary Quarry aggregates mining and processing operations take place:

25 **1.** 80 acres located in the West ½ of the Northeast ¼ of
26 Section 36, Township 6 North, Range 11 West, San Bernardino Base and Meridian [APN: 3024
27 015 055, under lease];

2. 80 acres located in the West ½ of the Northwest ¼ of Section 1, Township 5 North, Range 11 West, San Bernardino Base and Meridian [APNS: 3051 008 004 and 3051 008 006, under lease];

3. 80 acres located in the West ½ of the Southeast ¼ of Section 36, Township 6 North, Range 11 West, San Bernardino Base and Meridian [APN: 3024 016 001, under lease]; and

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 Base and Meridian [APN: 3051 008 002, under lease].

ii. **Future Quarry:** The real properties described below are situated on the North Slope of the San Gabriel Mountains to the south of the California Aqueduct, to the north of the Angeles National Forest, and to the immediate south of California State Highway 138 and to the west of the Los Angeles County/San Bernardino County line, upon which Service Rock is in the process of permitting another aggregates mine/quarry (the Future Quarry):

1. 20 acres located in the South ½ of the Southeast ¼ of the Southeast ¼ of Section 3, Township 4 North, Range 8 West, San Bernardino Base and Meridian [APN: 3064 003 031 05 000, in fee];

2. 116.92 acres, more or less, being exclusive of streets, the East ½ of the Southwest ¼ and the East ½ of the East ½ of Lots 1 and 2 in the Northwest ¼ of Section 3, Township 4 North, Range 8 West, San Bernardino Base and Meridian [APN: 3064 003 064 05 000, in fee];

3. 38.75 acres, more or less, being exclusive of streets, the West ½ of the East ½ of Lots 1 and 2 in the Northwest ¼ of Section 3, Township 4 North, Range 8 West, San Bernardino Base and Meridian [APN: 3064 003 065 05 000, in fee];

1 4. 40 acres, more or less, the Southwest ¼ of the Southeast ¼
2 of Section 3, Township 4 North, Range 8 West, San Bernardino Base and Meridian [APN: 3064
3 003 066 05 000, in fee];

4 5. 39.09 acres, more or less, being exclusive of streets, the
5 Northwest ¼ of the Southeast ¼ of Section 3, Township 4 North, Range 8 West, San Bernardino
6 Base and Meridian [APN: 3064 003 067 05 000, in fee];

7 6. 36.7 acres, more or less, being exclusive of streets, the
8 West ½ of the West ½ of Lots 1 and 2 in the Northeast ¼ of Section 3, Township 4 North, Range
9 8 West, San Bernardino Base and Meridian [APN: 3064 003, 068 05 000, in fee];

10 7. 38.5 acres, more or less, being exclusive of streets, the East
11 ½ of the West ½ of Lots 1 and 2 in the Northeast ¼ of Section 3, Township 4 North, Range 8
12 West, San Bernardino Base and Meridian [APN: 3064 003 069 05 000, in fee].

13 b. **Ownership Information:** Service Rock is an active California limited
14 partnership, with an entity address of 200 S. Main St. Ste. 200, Corona, CA 92882. It was
15 formed on December 22, 2009. Its Agent for Service of Process is Mervyn Y. Encarnacino at
16 200 S. Main St. Ste. 200, Corona, CA 92882. It is the successor-in-interest to Service Rock
17 Products Corporation, which was the successor-in-interest to Owl Properties, Inc.

18 c. **Existence of Groundwater wells (2000 to 2004 and 2011 to 2012):** The
19 Primary Quarry received water during the years 2000 to 2004 and 2011 to 2012 from four (4)
20 groundwater wells situated on the Primary Quarry properties more specifically identified as
21 follows:

22 i. Service Rock Well No. 1 ("Well No. 1") is situated in Section 36,
23 Township 5 N, Range 11 W, San Bernardino Base Meridian, and bears State Well Number 05
24 N/11 W – 36 S, Recordation No. G190637. Well No. 1, also referred to Service Rock Products,
25 LP as the "Shop" well, uses a 20 horsepower pump and a water meter for reporting years 2007 to
26 the present.

1 ii. Service Rock Well No. 2 ("Well No. 2") is situated in Section 1,
2 Township 5 N, Range 11 W, San Bernardino Base Meridian, and bears State Well Number 05
3 N/11 W – 01 S, Recordation No. G190638. Well No. 2 uses a 25 horsepower pump and a water
4 meter for reporting years 2007 to the present.

5 iii. Service Rock Well No. 3 ("Well No. 3") is situated in Section 1,
6 Township 5 N, Range 11 W, San Bernardino Base Meridian, and also bears State Well Number
7 05 N/11 W – 01 S, Recordation No. G190639. Well No. 3, also referred to Service Rock
8 Products, LP as the "Rock Plant" well, uses a 75 horsepower pump and a water meter for
9 reporting years 2007 to the present.

10 iv. Service Rock Well No. 4 ("Well No. 4") is situated in Section 36,
11 Township 6 N, Range 11 W, San Bernardino Base Meridian, and is identified according to State
12 of California Well Completion Report No. 539660. Well No. 4, also referred to Service Rock
13 Products, LP as the "Batch Plant" well, uses a 60 horsepower pump and a water meter for
14 reporting years 2007 to the present.

15 d. Operation of Groundwater wells (2000 to 2004 and 2011 to 2012):
16 Service Rock (and its predecessors-in-interest to the Primary Quarry, Service Rock Products
17 Corporation Owl Properties, Inc.) has produced groundwater from Well Nos. 1-3 situated at the
18 Primary Quarry since 1995. Service Rock (and its predecessors-in-interest, Service Rock
19 Products Corporation Owl Properties, Inc.) also pumped groundwater from a well identified
20 herein as the "Old Well" until 1999 when Well No. 4 was completed and used in place of the Old
21 Well. Service Rock (and its predecessors-in-interest, Service Rock Products Corporation Owl
22 Properties, Inc.) operated the four groundwater wells described in l.c., above, during the years
23 2000 to 2004 and 2011 to 2012 as follows:

24 e. Amount of Groundwater Produced: Service Rock groundwater
25 production during the years 2000 to 2004 and 2011 – 2012:

26 i. 2000: 466 acre feet.

27 ii. 2001: 359 acre feet.

- 1 iii. 2002: 445 acre feet
2 iv. 2003: 436 acre feet.
3 v. 2004: 542 acre feet.
4 vi. 2011: 561 acre feet
5 vii. 2012 [1/1 – 11/30]: Pending receipt of data.
6 f. Uses of Groundwater Produced: During the years 2000 to 2004 and
7 2011 to 2012, Service Rock (and its predecessors-in-interest, Service Rock Products Corporation
8 Owl Properties, Inc.) used the water produced from its wells described in 1.c., above, for the
9 industrial mining and production of aggregates and concrete but also provides water for limited
10 domestic purposes at the Primary Quarry.
11 g. Places of Groundwater Use: All groundwater produced by Service
12 Rock from the wells described in 1.c., above, was used within the assemblage of parcels
13 identified above.
14 h. Uses of Parcels within Service Area: All parcels located at the
15 Primary Quarry were used for aggregate production. All parcels located at the Future Quarry are
16 held solely for future possible aggregate production.
17 i. Crop Types: None.
18 j. Basis for Claim of Groundwater Rights: Service Rock (and its
19 predecessors-in-interest to the Primary Quarry, Service Rock Products Corporation and Owl
20 Properties, Inc.) has consistently pumped groundwater since 1995 and is therefore entitled to a
21 priority groundwater right to the extent of its historic production as determined by this Court.
22 k. Amount of Groundwater Claim: 542 acre feet [highest “Base Period”
23 production].
24 l. Other Facts Supporting Claim: Pending receipt of additional data
25 and information.
26 i. Though not at issue in the instant groundwater adjudication,
27 Service Rock Products, LP claims riparian rights to the seasonal and underflow of the Little

1 Rock Creek Wash which flows adjacent to and through the properties identified above as the
2 Primary Quarry. Furthermore, the Future Quarry presently receives water diverted from a
3 surface stream flowing across that property, to which Service Rock also asserts a riparian claim.
4 As the Future Quarry is still in the “permitting” stage, it has not yet been determined whether the
5 surface stream flow will be sufficient for its planned aggregates/mining operations.

6 **2. Property Lease Information:**

7 **a. Lease of Property:** Service Rock is the lessee of the Primary Quarry
8 through its predecessors-in-interest to the Primary Quarry, Owl Companies, a California
9 corporation (also known as Owl Properties, Inc.) from Healy Enterprises, Inc., an Illinois
10 corporation qualified to do business in California, during the years 2000 to 2004 and 2011 to
11 2012.

12 **b. Name of Lessee:** Service Rock Products, LP (as successor-in-interest
13 to Service Rock Products Corporation).

14 **Name of Lessor:** Healy Enterprises, Inc.

15 **c. ATN/APNs:** 3024 015 055, 3051 008 004, 3051 008 006, 3024 016 001
16 and 3051 008 002.

17 **d. Written Agreements Allocating Credits:** Lease Agreement dated the
18 10th day of June, 1988; and Addendum to Lease Agreement dated October 27, 2004. The term of
19 the Lease will expire October 11, 2034. Lessee holds a right of first refusal to acquire the
20 properties that collectively constitute the Primary Quarry during the term of the Lease. The
21 Lease contracts to Service Rock “... the sole and exclusive right to extract and remove, for sale,
22 rock, sand, and gravel from, and classify, crush, and store such rock, sand and gravel ... and to
23 use the following facilities now present on the Premises[]” which includes wells, water storage
24 and delivery facilities. Pursuant to Paragraph 23 of the Lease Agreement, Service Rock (Lessee)
25 holds the right to “... develop and use such water from the Premises [Primary Quarry] as may be
26 needed in quarrying, washing down gravel, wetting loads, watering of access roads, and other
27 activities permitted hereunder.”

1 e. **Lessee Delivery of Water:** Lessee produces water from the wells
2 identified in I.1.c., above, for use in connection with the quarrying, processing and sale of
3 materials, and other stated purposes. Lease produces its own water (except for some purchased
4 bottled water) on the properties that collectively constitute the Primary Quarry.

5 f. **Uses of Groundwater by Lessee:** Lessee uses the water production,
6 storage and distribution facilities on the properties that collectively constitute the Primary Quarry
7 for the quarrying, processing and sale of materials, the washing down of materials, the wetting of
8 loads, the suppression of dust, shop and domestic uses, and other permitted activities.

9 3. **Additional Requested Information and Materials:**

10 a. **Prima Facie Groundwater Production Materials:**

11 i. See Service Rock Products, L.P. "Attachment I.3.a.i."
12 ii. Pump Check – Pumping Systems Analysts Hydraulic Test Report
13 (February 14, 2007) and Certificate of Accuracy for all four groundwater wells with 75 HP Well
14 Test dates - 1/5/07 and 2/1/07.

15 iii. Records of groundwater production for 2000-2004.

16 iv. Testimony of Christine Goeyvarts, regarding usage of water in
17 quarrying, processing and related mining activities at the Primary Quarry (proprietary).

18 ii. Pending receipt of additional data and information.

19 b. **Prima Facie Property Uses Materials:**

20 i. See Service Rock Products, L.P. "Attachment I.3.b.i."

21 ii. Lease Agreement between Healy Enterprises (Lessor) and Owl
22 Companies (Lessee).

23 iii. Testimony of Christine Goeyvarts, regarding usage of water in
24 quarrying, processing and related mining activities at the Primary Quarry (proprietary).

25 iii. Pending receipt of additional data and information.

26 c. **Additional Materials:**

27 i. See Service Rock Products, L.P. "Attachment I.3.c.i."

- 1 ii. California Secretary of State Business Entity Detail (December 14,
2 2012)
- 3 iii. Well #3 75HP Water Well Drillers Report (No. 269835) for well
4 deepening (May 23, 1989)
- 5 iv. Rottman Drilling Co. January 18, 2007 letter to Service Rock
6 identifying all four groundwater wells.
- 7 v. Rottman Drilling Co. September 18, 2007 letter to Service Rock
8 re: Water Levels for each of the four groundwater wells
- 9 vi. Well #4 60HP Well Completion Report No. 539660 (December
10 31, 1999)
- 11 vii. 25 HP Well Water Well Drillers Report No. 15600 (February 1,
12 1956)
- 13 viii. Testimony of Christine Goeyvarts, regarding usage of water in
14 quarrying, processing and related mining activities at the Primary Quarry (proprietary).
- 15 iv. Pending receipt of additional data and information.

16 **II. CLAIMS OF NON-OVERLYING GROUNDWATER RIGHTS:**

17 **1. Specifically Requested Non-Overlying Information:**

- 18 a. Amount of Production: None.
- 19 b. ATN/APNs: N/A.
- 20 c. Well Information: N/A.
- 21 d. Amount of Water Produced: N/A.
- 22 e. Methodology Used to Quantify Claim: N/A.
- 23 f. Reports to State Water Resources Control Board (2000 to 2004): N/A.
- 24 g. Uses other than Municipal Supply (2000 to 2004 and 2011 to 2012):
25 N/A.
- 26 h. Water for Outdoor Irrigation: N/A.

27 /////

1 **III. CLAIMS OF RETURN FLOW CREDITS:**

2 **1. Specifically Requested Non-Overlying Information:**

3 **a. Amount of Pumping of Return Flows from Imported Water:** None.

4 **b. Amount of Return Flows Pumped:**

5 **v. 2000:** None.

6 **vi. 2001:** None.

7 **vii. 2002:** None.

8 **viii. 2003:** None.

9 **ix. 2004:** None.

10 **x. 2011:** None.

11 **xi. 2012 [1/1 – 11/30]:** None.

12 **c. Methodology Used to Quantify Claim:** N/A.

13 **d. Amount of Water Imported:** None.

14 **e. Water Quality Information:** N/A.

15 **f. Uses of Imported Water:** N/A.

16 **g. Dates of Importation of Water:** N/A.

17 **h. Geological Conditions Beneath Properties:** N/A.

18 **i. Depth of Aquifer and Soil Type Beneath Surface:** N/A.

19 **j. Time for Percolation to Aquifer:** N/A.

20 **k. Physical Evidence that Return Flows Augment Basin:** N/A.

21 **l. Geological Locations that Return Flows Augment Basin:** N/A.

22 **m. Return Flows Entering Municipal Sewer System:** N/A.

23 **n. Locations of Return Flows Wastewater Augmenting Basin:** N/A.

24 **IV. FOR THE FEDERAL PARTIES:** N/A.

25 **V. FOR ALL RESPONDING PARTIES:**

26 **1. Person most qualified to testify to the facts and materials above:**

27 **a. Non-Expert Witness(es):** Christine Goeyvaerts

1 b. Expert Witness(es): None designated at this time.

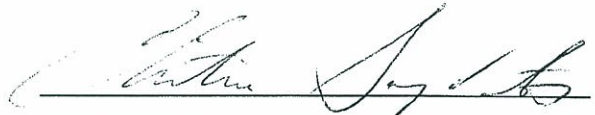
2 2. **Verification by Authorized Individual:**

3 **Declaration under Penalty of Perjury:**

4 I, Christine Goeyvaerts, am the Property Manager of Service Rock Products, LP, and have
5 personal knowledge of many of the facts set forth above. As to the balance of the facts set forth
6 above, I have examined the files and records of Service Rock Products, LP, including those of
7 Owl Properties, Inc. and Service Rock Products Corporation to which Service Rock Products, LP
8 succeeded, and have stated the above on the basis of those records.

9 If called to do so, I could and would competently testify to these facts under oath. I
10 declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct.

12 Executed this 21 day of December, 2012 at Corona, CA.

13
14 

15 **CHRISTINE GOEYVAERTS**

16 Respectfully submitted,

17 GRESHAM SAVAGE NOLAN & TIDEN, PC

18
19
20 By: 

21 MICHAEL DUANE DAVIS, ESQ.
22 MARLENE L. ALLEN-HAMMARLUND, ESQ.
23 Attorneys for CROSS-DEFENDANT / CROSS-
24 COMPLAINANT, A. V. UNITED MUTUAL GROUP;
25 and CROSS-DEFENDANTS, ADAMS BENNETT
26 INVESTMENTS, LLC, MIRACLE IMPROVEMENT
27 CORPORATION dba GOLDEN SANDS MOBILE
28 HOME PARK, aka GOLDEN SANDS TRAILER PARK
[ROE 1121], ST. ANDREW'S ABBEY, INC. [ROE
623], SERVICE ROCK PRODUCTS, L.P., and SHEEP
CREEK WATER COMPANY, INC.

SERVICE ROCK PRODUCTS, L.P.

Attachment I.3.a.i.

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SERVICE ROCK PRODUCTS, L.P.

Attachment I.3.b.i.

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SERVICE ROCK PRODUCTS, L.P.

Attachment I.3.c.i.

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1
2 **PROOF OF SERVICE**

3 **STATE OF CALIFORNIA, COUNTY OF RIVERSIDE**

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

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

10 On December 21, 2012, I served the foregoing document(s) described as **CROSS-**
11 **DEFENDANT, SERVICE ROCK PRODUCTS, LP'S INFORMATION AND**
12 **MATERIALS RESPONSIVE TO DECEMBER 12, 2012 DISCOVERY ORDER FOR**
13 **PHASE 4 TRIAL** on the interested parties in this action in the following manner:

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

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

19 Executed on December 21, 2012, at Riverside, California.

20
21
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25
26
27
28 DINA M. SNIDER



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.



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.



PUMP CHECK

Pumping Systems Analysts

Hydraulic Test Report

Since 1958

(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.

P.O. Box 5646, Riverside, California 92517

"Pump Testing, The Service That Pays For Itself"



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.

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Since 1958

PUMP CHECK

Pumping Systems Analysts

Hydraulic Test Report

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Service Rock - Palmdale
37790 75th Street EastTest 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:	34.34.119n117.59.744w
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 WASTED~~

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
 LITTLE ROCK CA 93543 USA KWH/KVAR Mult - 18.0/

Seq	Stmnt	Bill	Meter	No	Usage	Daily	Daily	Total
Num	End Date	Code	Read	Days		Avg Usq	Cost	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	38.82

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

TOTAL KWH → 156,078 KWH
 FOR 7 MONTHS

\$ 20,048.11

METER #
 0728-5647

Avg \$/KWH
 .1284

TO GET ACRE FOOT PUMPED USING TOTAL KWH -

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

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

7 mo's data to arrive @
 725.1 KWH/AC.FT.



PUMP CHECK

Pumping Systems Analysts

Hydraulic Test Report

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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

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CERTIFICATE OF ACCURACY

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

Test Date: 02/14/2007

Meter Size: 3 Make: McCrometer
Meter No: 98 76723 Register: GAL x 10

General Data

Meter read before test: 000000 Meter read after test: 000418

Pipe ID: 3 (Inch) Pipe area: 7.0686 (sq.in.) Pressure: 28.0 (Lbs/sq.in.)

Test Data

Test Before Inspection

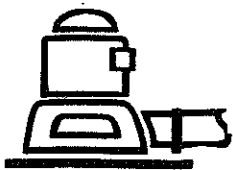
Test Equipment			Totalizer		Volume			Metered GPM	Percent of Flow
Test No.	Mano Read	Actual GPM	Second Read	First Read	Diff.	Convert to Gallons	Time in Seconds		
1	22.60	160	252	212	40	400	149.52	161	100.5%
2	22.50	159	307	267	40	400	151.20	159	99.8%
3	22.40	158	392	319	73	730	277.81	158	99.6%
Avg.		159.0					Avg.	159.0	100.0%

Remarks

34.34.052n117.59.573w

New water meter installed on 2/14/07

Approved



PUMP CHECK

Pumping Systems Analysts
Hydraulic Test Report

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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 _____

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Service Rock-Palmdale

Test date: 02/14/2007

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

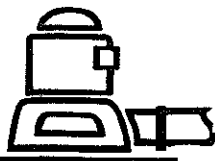
The following cost analysis is presented as an aid to your cost accounting and planning. It is an **Estimate** based on the pump test data and your energy use or hours of operation during the previous 12-month period.

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

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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

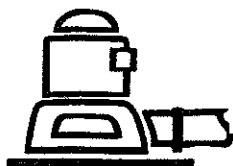
At the Test Before Inspection point the pipe was not full of water and the meter over registered flow.

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

Approved

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PUMP CHECK

Pumping Systems Analysts

Hydraulic Test Report

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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

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

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"Pump Testing, The Service That Pays For Itself"

SERVICE ROCK PRODUCTS, L.P.

Attachment I.3.b.i.

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GRESHAM | SAVAGE
ATTORNEYS AT LAW
3750 UNIVERSITY AVE.
STE. 250
RIVERSIDE, CA 92501-3335
(951) 684-2171

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.

Bar 10/11/99
10/11/04 = 15 years 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 January 13, 1990, or upon termination of the present existing Lease that Lessor has with F. R. WALKER, JR., whichever event occurs first.

16 1/2 (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.

46-2009 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,

extractable rock, sand, and gravel that is economical and practical as determined by Lessee.

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.

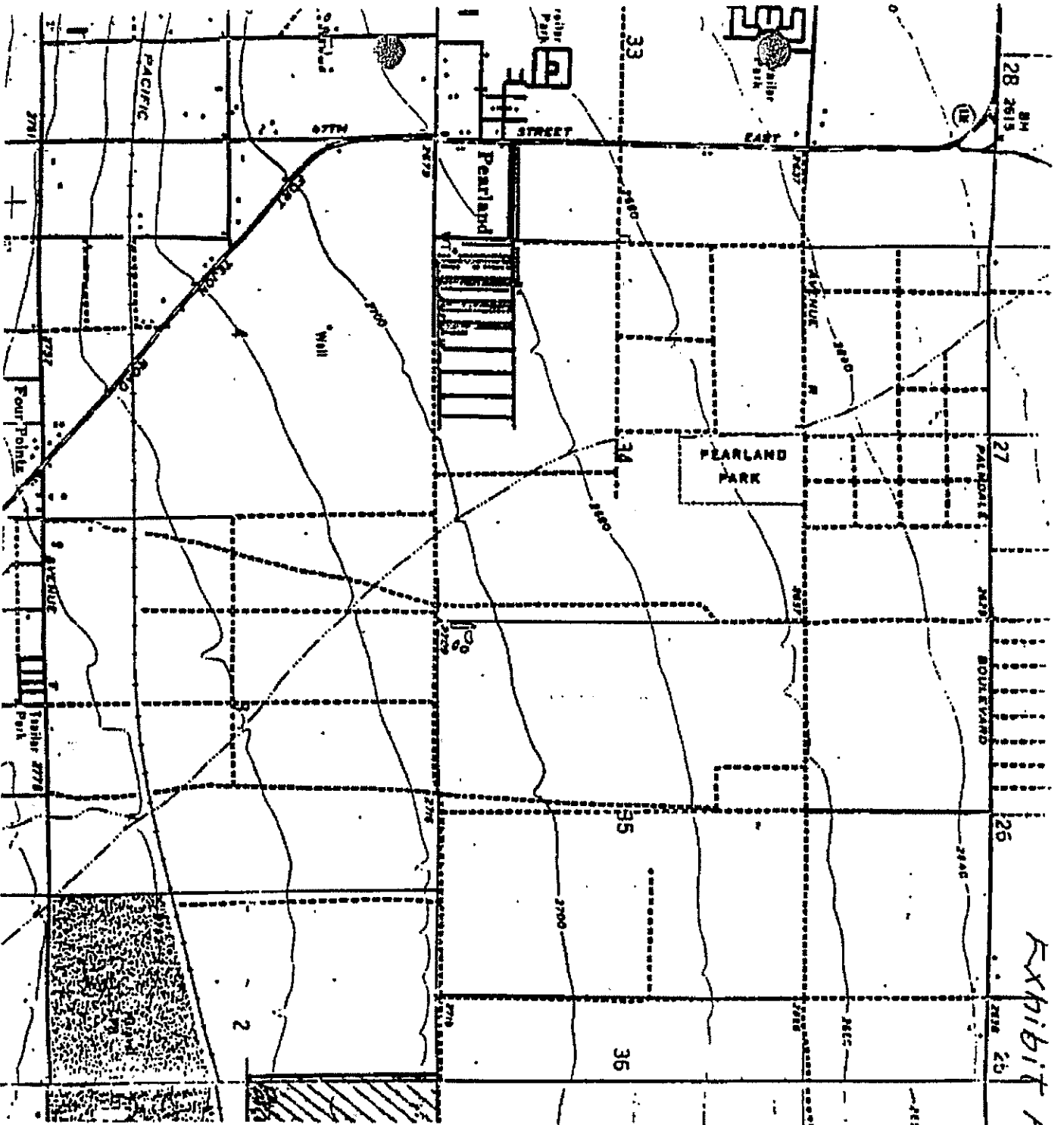
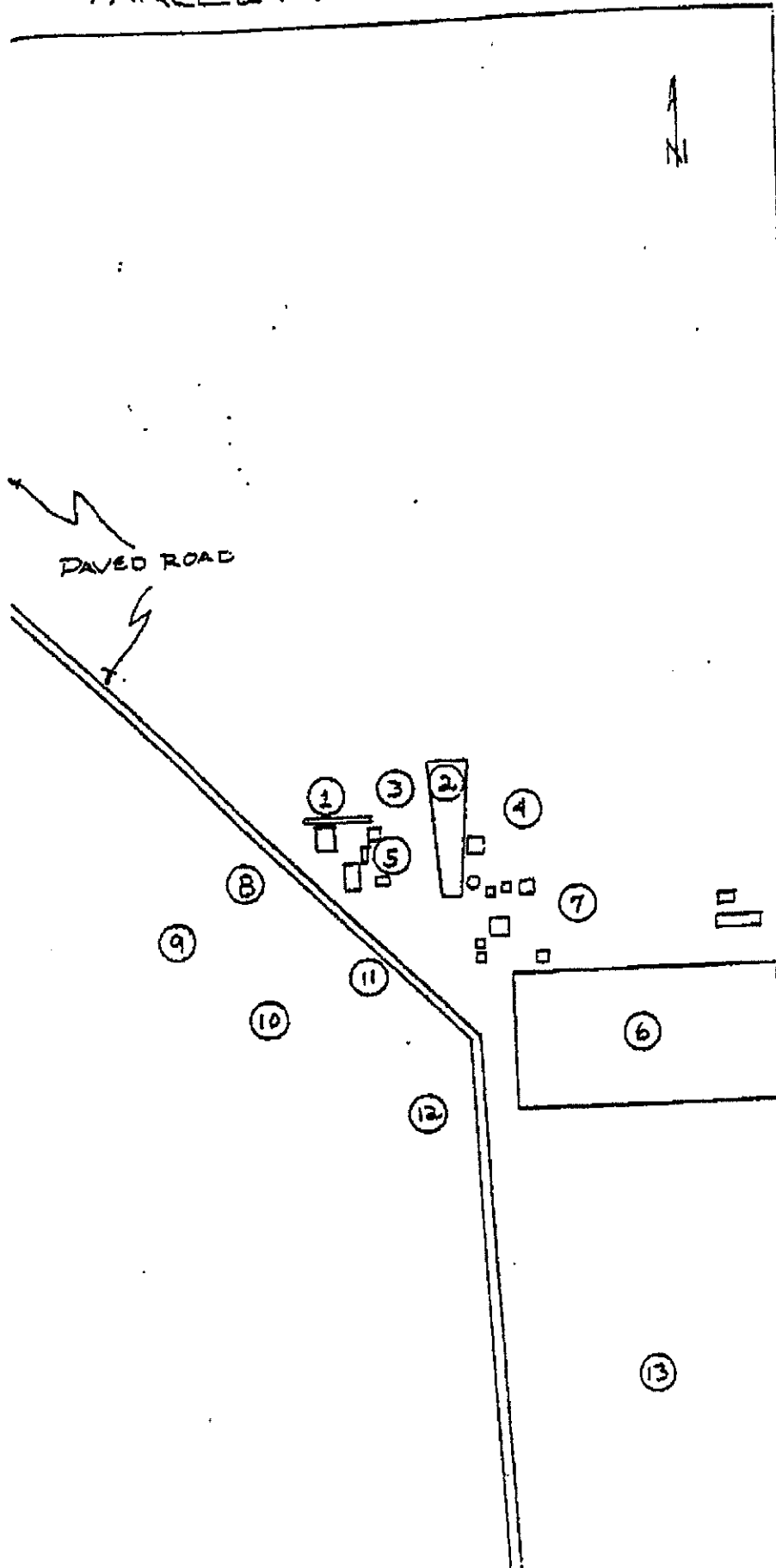


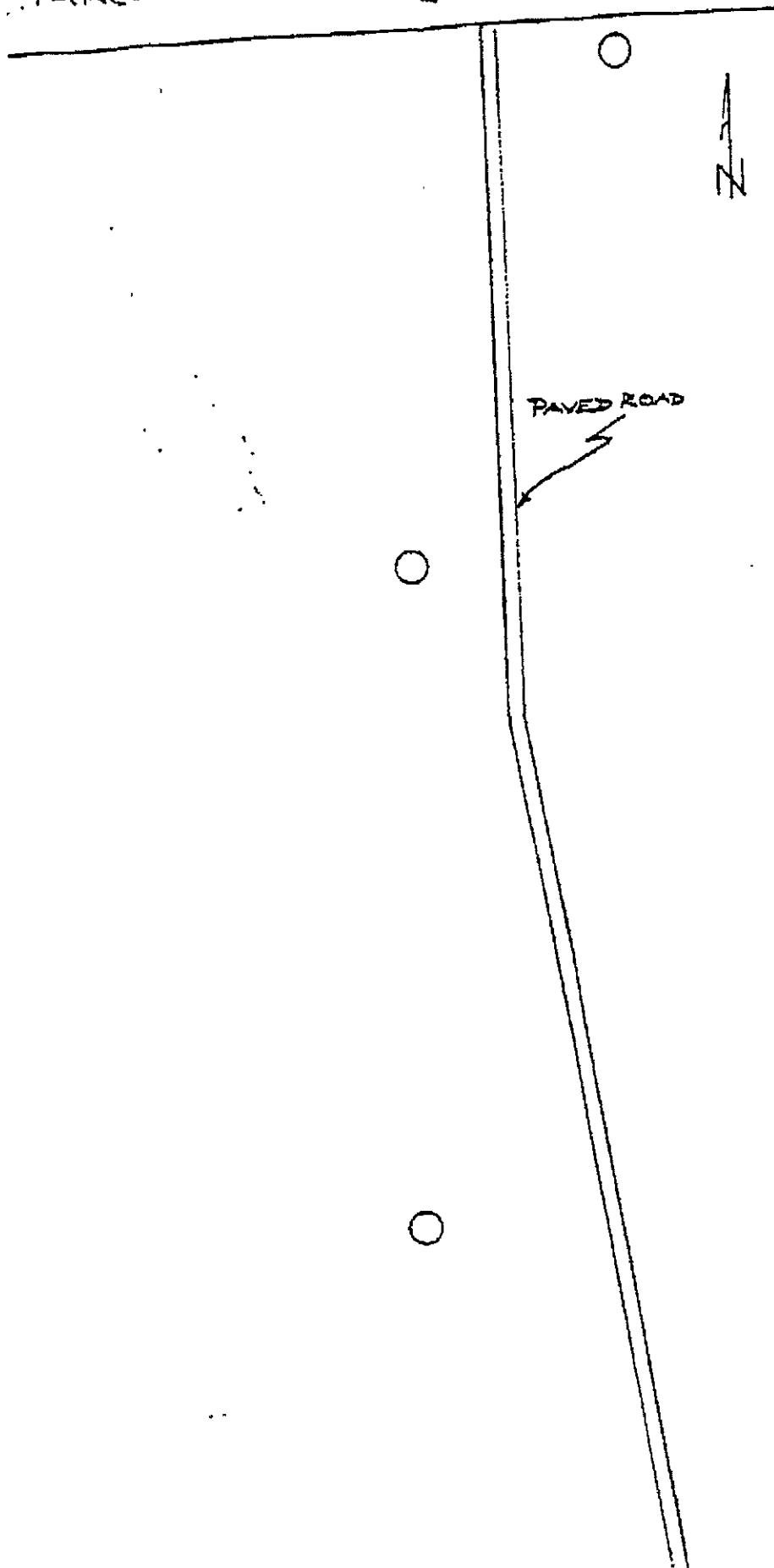
Exhibit A

PARCEL NO. 1 - BOAL.



- 1 60' Scales & Office
- 2 Dirt ramp
- 3 8 cars, pickups & vans
1 travel trailer
1 set of BD 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 - 80



- 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

G. Kilgore, Treasurer

FRANK R. WALKER, JR.



CHERRY 300

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

16-70013220

PLAY

**TO THE
ORDER
OF**

FRANK: R. WALKER JR.

EXACTLY 1000000

DATE OF CHECK

10-28-88

CHECK AMOUNT

*****\$100,000.00*****

OWL COMPANIES

LAITHOAI2ED SIGMA TURE

AUTHORIZED

THIS CHECK IS NOT VALID UNLESS IT CONTAINS TWO SIGNATURES

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

ADDENDUM TO LEASE

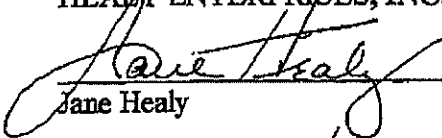
The lease dated June 10, 1988, by and between HEALY ENTERPRISES, Inc., an Illinois Corporation: ("LESSOR") and OWL COMPANIES, A California Corporation, as predecessor in interest to SERVICE ROCK PRODUCTS CORPORATION; a California Corporation, ("LESSEE") is amended as follows:

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 Burmeister

Date:

10-26-04

C:\clients\SRPalmdale\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.

ਦੁਸ਼ ਪਾਖਿਅਕੀ

County of Los Angeles: Rick Auerbach, Assessor

302418

300'

7B11.
7A03
120721
7-4
601
END

Parcel 3

5

41 03 25
1 03 25 (CPL. Fm.)
30 03 25
1 03 25 (CPL. Fm.)
30 03 25



SECRET

COGE
7054

9-7-2

T. 6 N. R. 11 W.

FROM REV. ASST. SEC. 173-67.

ATTENTION: LOS ANGELES COUNTY
SYM 81222287

EXHIBIT A

SHEET 3 OF 4

View Enlarged Map
View Printing Instructions

County of Los Angeles: Rick Auerbach, Assessor

3051 8
SCALE 1" = 600'

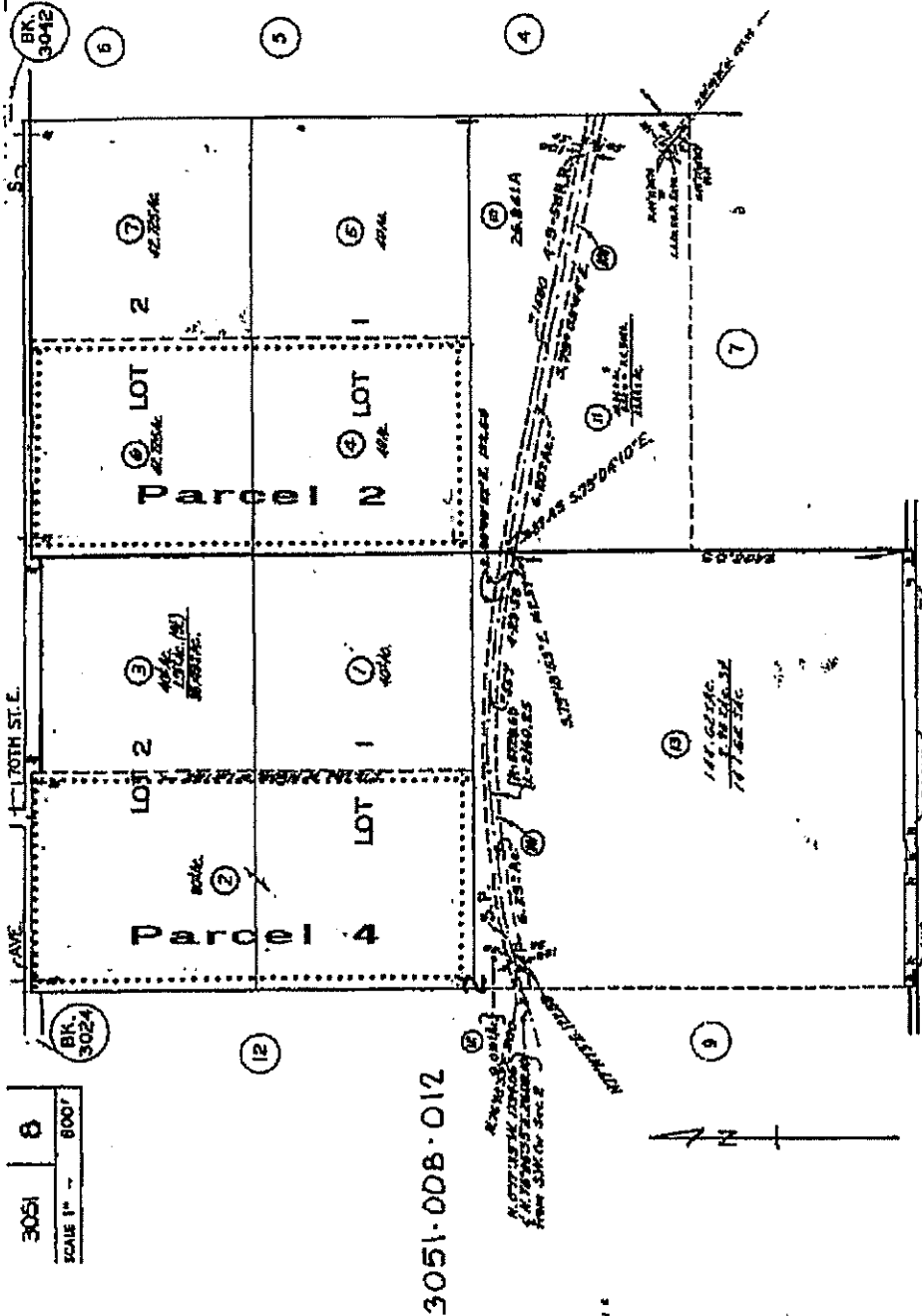


EXHIBIT A

SHEET 4 OF 4

T.5N, R.11W

FOR PREV. ASSESS. SEE:
3051-8

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

SERVICE ROCK PRODUCTS, L.P.

Attachment I.3.c.i.

1
2
3
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GRESHAM | SAVAGE
ATTORNEYS AT LAW
3750 UNIVERSITY AVE.
STE. 250
RIVERSIDE, CA 92501-3335
(951) 684-2171

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(certificates, copies & status reports)**Service of Process****FAQs****Contact Information****Resources**

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- [Tax Information](#)
- [Starting A Business](#)
- [International Business Relations Program](#)

Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

Business Entity Detail

Data is updated weekly and is current as of Friday, December 14, 2012. It is not a complete or certified record of the entity.

Entity Name:	SERVICE ROCK PRODUCTS, L.P.
Entity Number:	201000500002
Date Filed:	12/22/2009
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	200 S MAIN STREET STE 200
Entity City, State, Zip:	CORONA CA 92882
Agent for Service of Process:	ROBERT M BINAM
Agent Address:	200 S MAIN STREET STE 200
Agent City, State, Zip:	CORONA CA 92882

* Indicates the information is not contained in the California Secretary of State's database.

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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Customer Alerts

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- [Misleading Business Solicitations](#)

Business Entity Detail

Data is updated weekly and is current as of Friday, December 14, 2012. It is not a complete or certified record of the entity.

Entity Name:	SERVICE ROCK PRODUCTS CORPORATION
Entity Number:	C1624501
Date Filed:	09/22/1988
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	151 CASSIA WAY
Entity City, State, Zip:	HENDERSON NV 89014
Agent for Service of Process:	C T CORPORATION SYSTEM
Agent Address:	818 W SEVENTH ST
Agent City, State, Zip:	LOS ANGELES CA 90017

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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DUPLICATE
Driller's Copy

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
WATER WELL DRILLERS REPORT

Do not fill in

No. 269835

Notice of Intent No. 252398

State Well No. _____

Local Permit No. or Date _____

Other Well No. _____

(1) OWNER: Name Arrow Rock Materials
Address 37790 - 75th St. East
City Palmdale, CA ZIP 93550

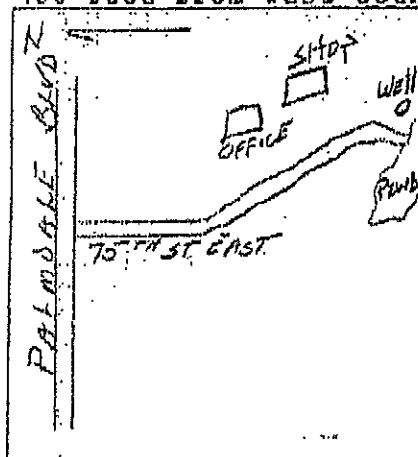
(2) LOCATION OF WELL (See instructions):

County Los Angeles Owner's Well Number _____

Well address if different from above _____

Township 5N Range 11W Section 81

Distance from cities, roads, railroads, fences, etc. _____

On 80 Acre Parcel, 350 Feet From North
Boundary (centerline of same)400 feet from west boundary

(3) TYPE OF WORK:

New Well ☒ Deepening ☐Reconstruction ☐Reconditioning ☐Horizontal Well ☐Destruction ☐ (Describe
destruction materials and pro-
cedures in Item 12)

(4) PROPOSED USE:

Domestic ☐Irrigation ☐Industrial ☐Test Well ☐Municipal ☐Other ☐

(Describe)

(12) WELL LOG: Total depth 541 ft. Completed depth 541 ft.
from ft. to ft. Formation (Describe by color, character, size or material)

0-70-Coarse sand w/boulders & gravel70-160-Med to coarse sand w/clay lenses& gravel lenses160-220-Med to coarse sand w/clay lenses220-270-Fine to med sand w/clay lenses270-300-Clay & fine sand300-360-Clay w/Sand lenses360-410-Med to coarse sand w/claylenses410-447-Chalk sand w/small gravellenses447-537-Med to coarse sand537-541-Gravel

WELL LOCATION SKETCH

(5) EQUIPMENT:

Rotary ☒Reverse ☐Cable ☐Air ☐Other ☐Bucket ☐

(6) GRAVEL PACK:

Yes ☐ No ☐Diameter of bore 18"Packed from 50 to 541

(7) CASING INSTALLED:

Steel ☒Plastic ☐Concrete ☐

(8) PENETRATIONS:

Type of penetration or size of object 4118 Dot

From ft.	To ft.	Dia. in.	Gage or Wall	Depth ft.	26 ft.	Slot size
0	540	10	.250	360	540	.080

Post-It Fax Note 7671

To <u>Bob</u>	Date <u>5-30-91</u>	# of pages <u>1</u>
Co./Dept. <u>LARRY</u>	From <u>LARRY</u>	
Phone # <u>760-381-6204</u>	Co. <u>LOTTERMAN DRILLING</u>	
Fax # <u>760-381-6222</u>	Phone # <u>805-942-1125</u>	
	Fax # <u>805-942-1510</u>	

(9) WELL SEAL:

Was surface sanitary seal provided? Yes ☒ No ☐ If yes, to depth 50 ft.Were cements sealed against pollution? Yes ☐ No ☒ Interval _____ ft.Method of sealing: Cement Grout

(10) WATER LEVELS:

Depth of first water, if known _____ ft.

Standing level after well completion 94 (1992)-195 ft.

(11) WELL TESTS:

Was well test made? Yes ☒ No ☐ If yes, by whom? RDCType of test: Pump ☒ Bulk ☐ Air lift ☐Depth to water at start of test 94 ft. At end of test 300 ft.Discharge: 500 gal/min after 10 hoursChemical analysis made? Yes ☐ No ☒ If yes, by whom? _____Was electric log made? Yes ☐ No ☒ If yes, attach copy to this reportWork started 3/21/ 1989 Completed 4/11 1989

WELL DRILLER'S STATEMENT:

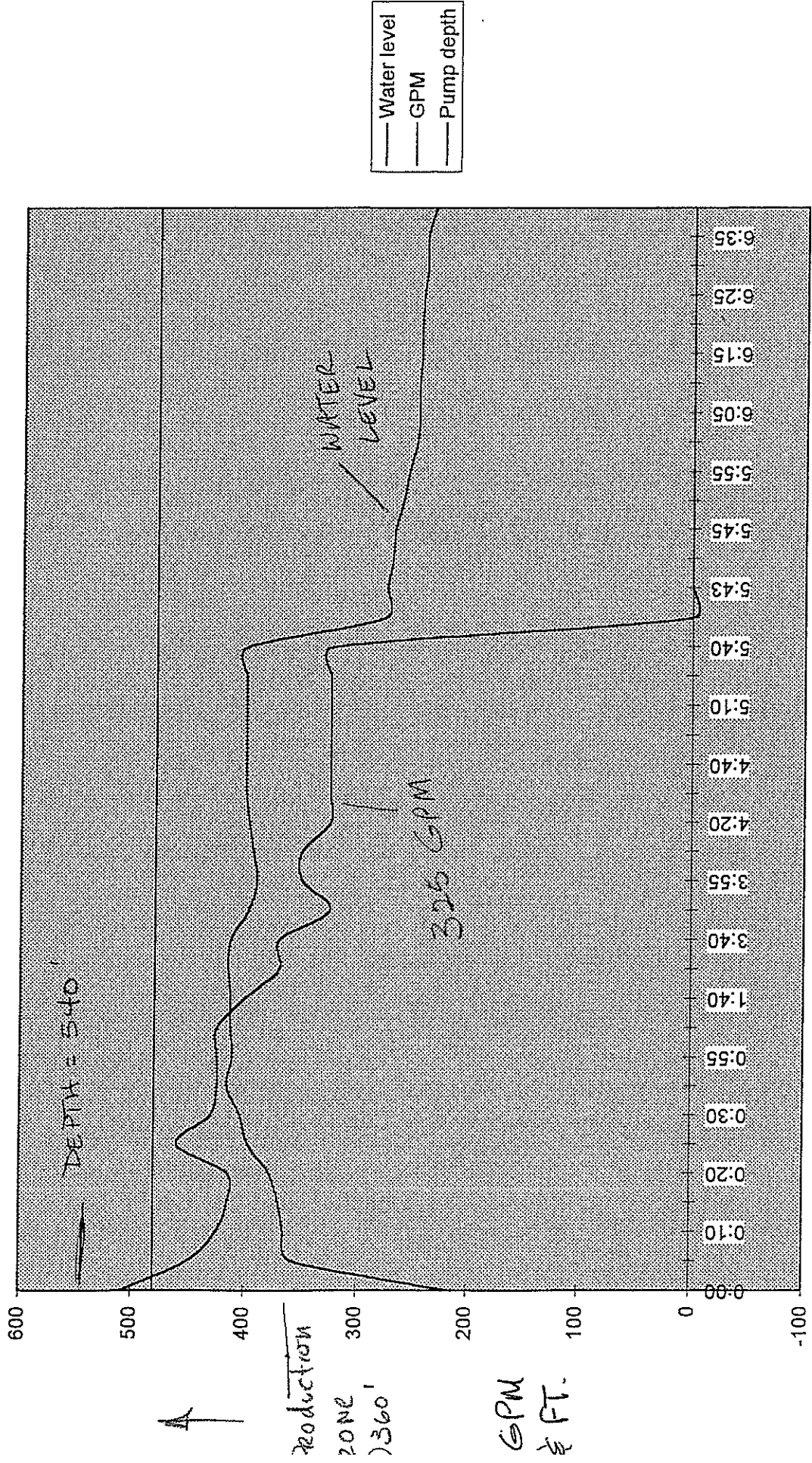
This well was drilled under my jurisdiction and this report is true to the
best of my knowledge and belief.Signed Larry W. Rotman, PresidentNAME Rotman Drilling Co.

(Person, firm, or corporation) (Typed or printed)

Address 46471 N. DivisionCity Lancaster ZIP 93534License No. 316599 Date of this report 5/23/89

Chart1

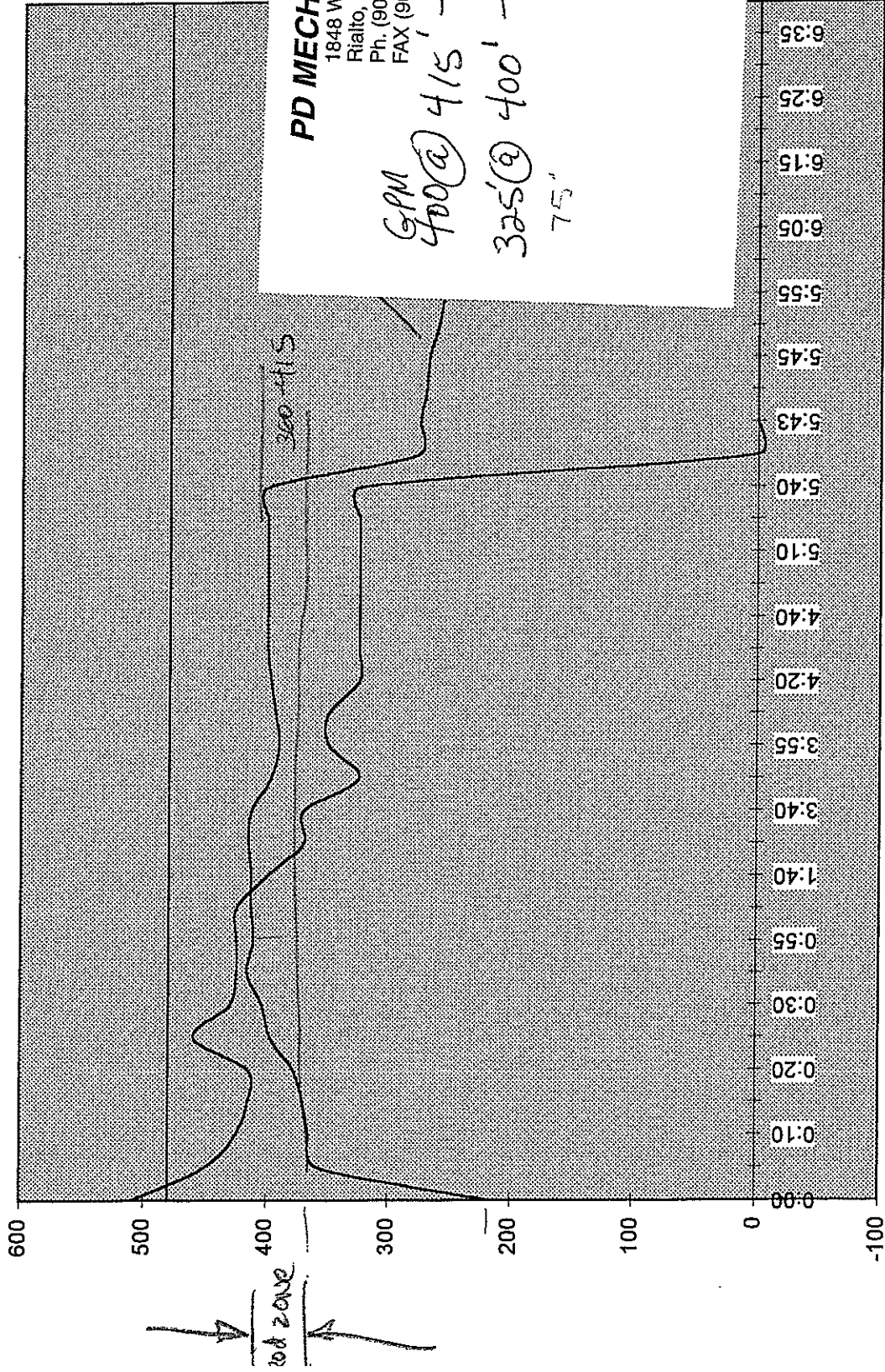
Test pump Palmdale 75hp



805-942-6125

Chart 1

Test pump Palmdale 75hp



PD MECHANICAL INC.

1848 W. Persimmon

Rialto, CA 92337

Ph. (909) 823-6337

FAX (909) 823-6466

GPM 400 @ 415' - too much air
325 @ 400' - OK
75'

ROTTMAN DF
46471 N. C
LANCASTER,

Post-It® Fax Note 7671

Date: 5-29-97	# of pages: 1
To: Bob Kelly	From: Larry Kelly
Co/Dpt: Service Rock	Co: Rottman Drilling Co
Phone #: (760) 381-6201	Phone: (805) 942-6125
Fax #: (760) 381-6222	Fax #: 805-949-0510

JOB Service Rock Eastwell

SWL 217'

462' drive
462' drive

3.75 gpm

TIME	OPERATION	WATER LEVEL LBS	P/L	INCHES	GALLONS / MINUTE GALS	YIELD	REMARKS
8:05		106"	217'	0"	0	0	3.5
8:20	Started pumping			21"	510	—	
8:25		45"	358'	15"	430	3.01	air in water 141
8:30		42"	363'	14.5"	425	2.87	air 148
8:35		40"	370'	14"	415	2.67	155
8:40		40"	370'	14"	415	2.67	increased rate
8:41				20"	4500		2
8:45		28"	397'	17"	460	2.55	
8:50		25"	404'	15.5"	430	2.27	157
9:00		20"	416'	15"	425	2.14	air 159
9:15		22"	411'	15"	425	2.19	changed to 100' casing 144
9:30		21"	415'	15"	425	2.17	lots of air
10:05		21"	413'	13"	400	2.04	
10:30		21"	413'	8-13	320-400		Falling water
12:00		21"	413'		320-400		Falling water
12:10		28"	397'	9"	325		decreased rate
12:15		31"	390'	10"	350	2.02	
12:30		30"	393'	10"	350	1.99	173
12:40		28"	397'	9"	325	1.8	176
12:50		27"	400'	9"	325	1.78	180
1:00		27"	400'	9"	325	1.78	183
1:13		27"	400'	9"	325	1.78	
1:36		27"	400'	9"	325	1.78	
1:45		27"	400'	9"	325	1.78	
2:00		27"	400'	9"	325	1.78	Shut down
2:01		80"	2772'	-2-	-0-	78%	% of recovery to SWL
2:02		80"	2772'			78%	
2:03		81"	2751'			79%	
2:04		83"	2701'			80%	
2:05		84"	2681'			81%	
2:10		87"	2611'			83%	
2:15		89"	2561'			85%	
2:20		92"	2491'			87%	
2:25		93"	2471'			88%	
2:30		93"	2471'			88%	
2:35		94"	2451'			89%	
2:40		94"	2451'			89%	
2:45		95"	2431'			89%	
2:50		96"	2401'			90%	
2:55		96"	2401'			90%	
3:00		97"	2381'			91%	

TIME	OPERATION	WATER LEVEL		GALLONS / MINUTE			REMARKS
		LBS	PL	INCHES	GALS	YIELD	
8:00		106"	217'	8"			
8:20	Started pumping			21"	510		
8:25		45"	358'	15"	430	3.01	air in water 141
8:30		42"	365'	14.5"	425	2.87	air 148
8:35		40"	370'	14"	415	2.67	155
8:40		40"	370'	14"	415	2.67	same / (changed) note
8:41				20"	500		
8:45		28"	397'	17"	460	2.55	
8:50		25"	404'	15 1/2"	430'	2.27	100
9:00		20"	416'	15"	425	2.14	109
9:15		22"	411'	15"	425	2.19	109
9:30		21"	413'	15"	425	2.17	changed to 100" gauge 14
10:00		21"	413	13"	400	2.04	lots of air 144
10:30		21"	415	8-13	320-400		Falling water

ATTN: BOB KELLEY

ROTTMAN DRILLING CO.
48471 N. DIVISION
LANCASTER, CA 93535

JOB Service Rock East 411

SWL 217'

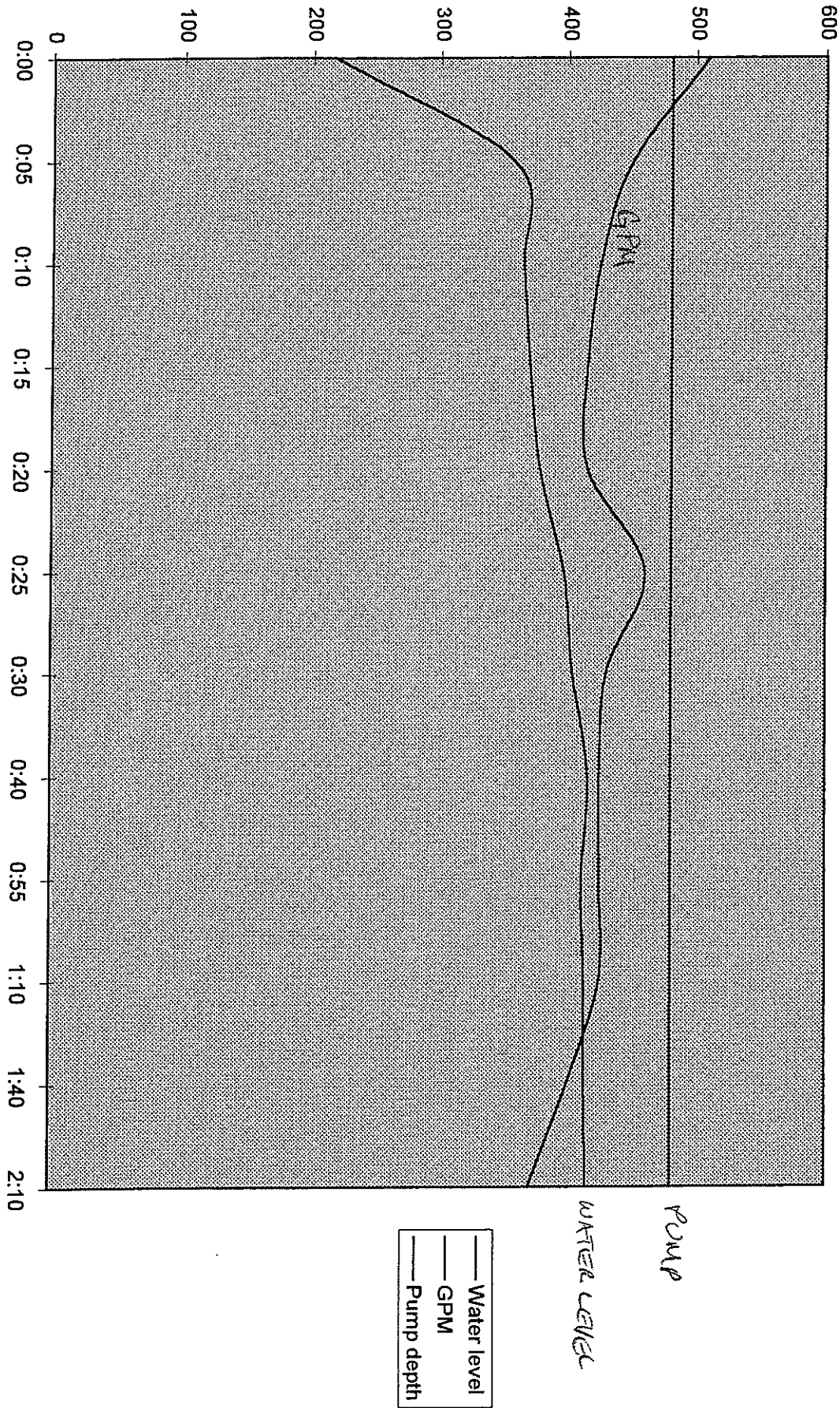
480' 6" pump + 7/8" of in.
462' distance

DATE May 29, 1997

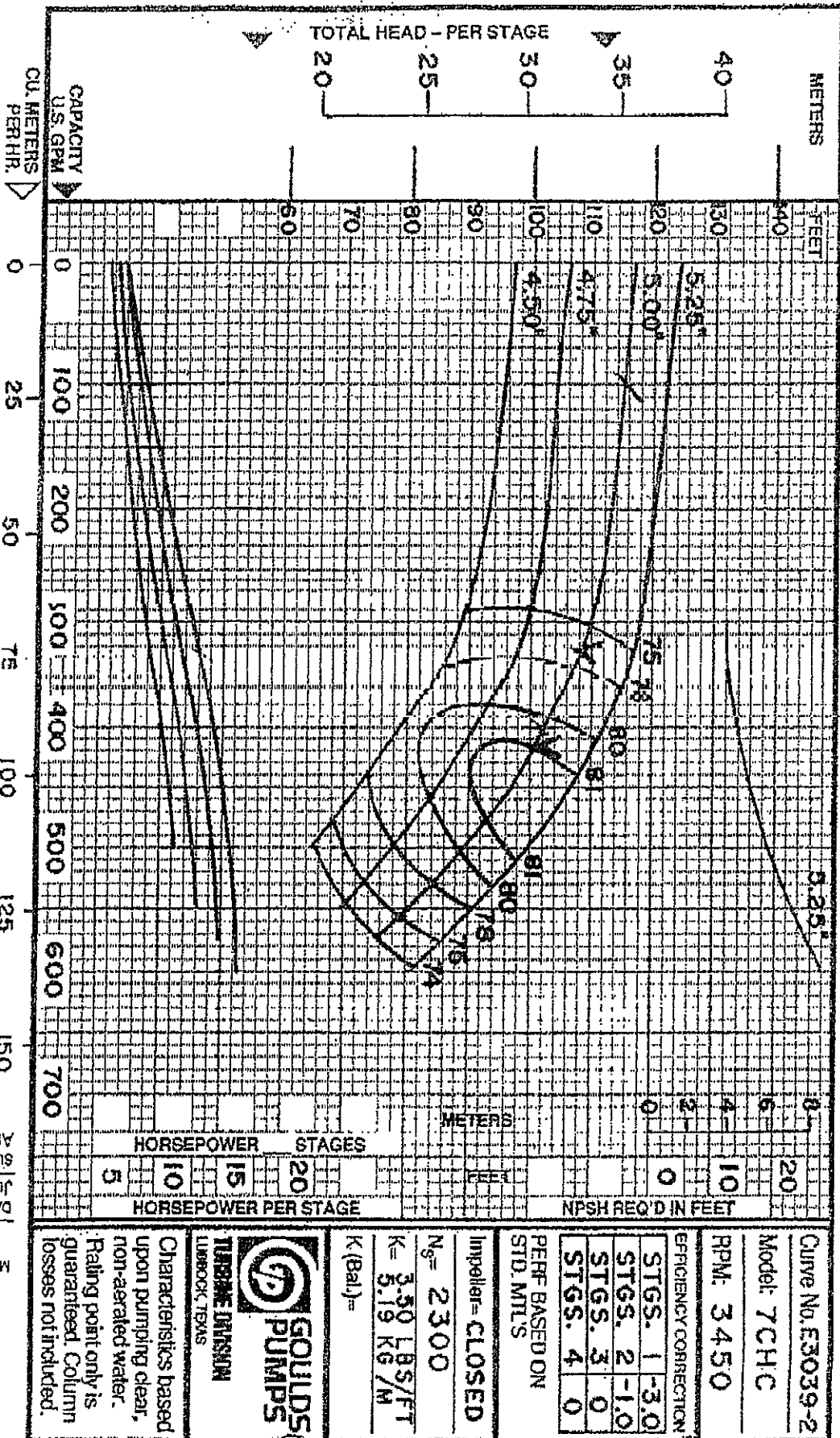
TIME	OPERATION	WATER LEVEL		GALLONS / MINUTE			REMARKS
		LBS	PL	INCHES	GALS	YIELD	
8:00		104'	217'	0"		0	512
8:20	Started pump			21"	510		
8:25		45"	358'	15"	430	3.01	air in water 147
8:30		42"	365'	14.5"	425	2.87	air 148
8:35		40"	370'	14"	415	2.67	155
8:40		40"	370'	14"	413	2.67	2000 / (change) 156
8:41				20"	400		
8:43		28"	397'	17"	460	2.55	
8:50		25"	404'	15 1/2"	430	2.27	100
9:00		20"	416'	15"	425	2.14	105
9:15		22"	411'	15"	425	2.14	109
9:30		21"	413'	15"	425	2.17	Changed to 100' property 156
10:00		21"	413'	13"	400	2.04	lots of air
10:30		21"	415'	8-13	320-400		Falling water

Chart1

Test pump Palmdale 75hp



GOULDS PROJECT NO.	GOULDS S.O. NO.	SOURCY NO.	CUSTOMER P.O. NO.	REV. DATE	REVISION	CUSTOMER
PROJECT	SERVICE			CALCULATED	FT. TON	% EFFICIENCY
				RPM		



DATE
 June 1996
 SUPERCEDES
 August 1996
7CHC

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

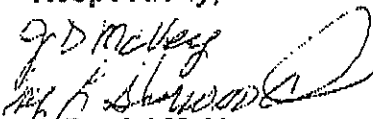
RE: Palmdale Property

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

- 539660 1.) New well near batch plant – 400gpm – turbine pump 60 hp
2.) Office Well – 60gpm – submersible pump — 20hp Shop
15600 3.) West well (1956) – 120gpm – submersible pump 25hp Rock Plant
269836 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.

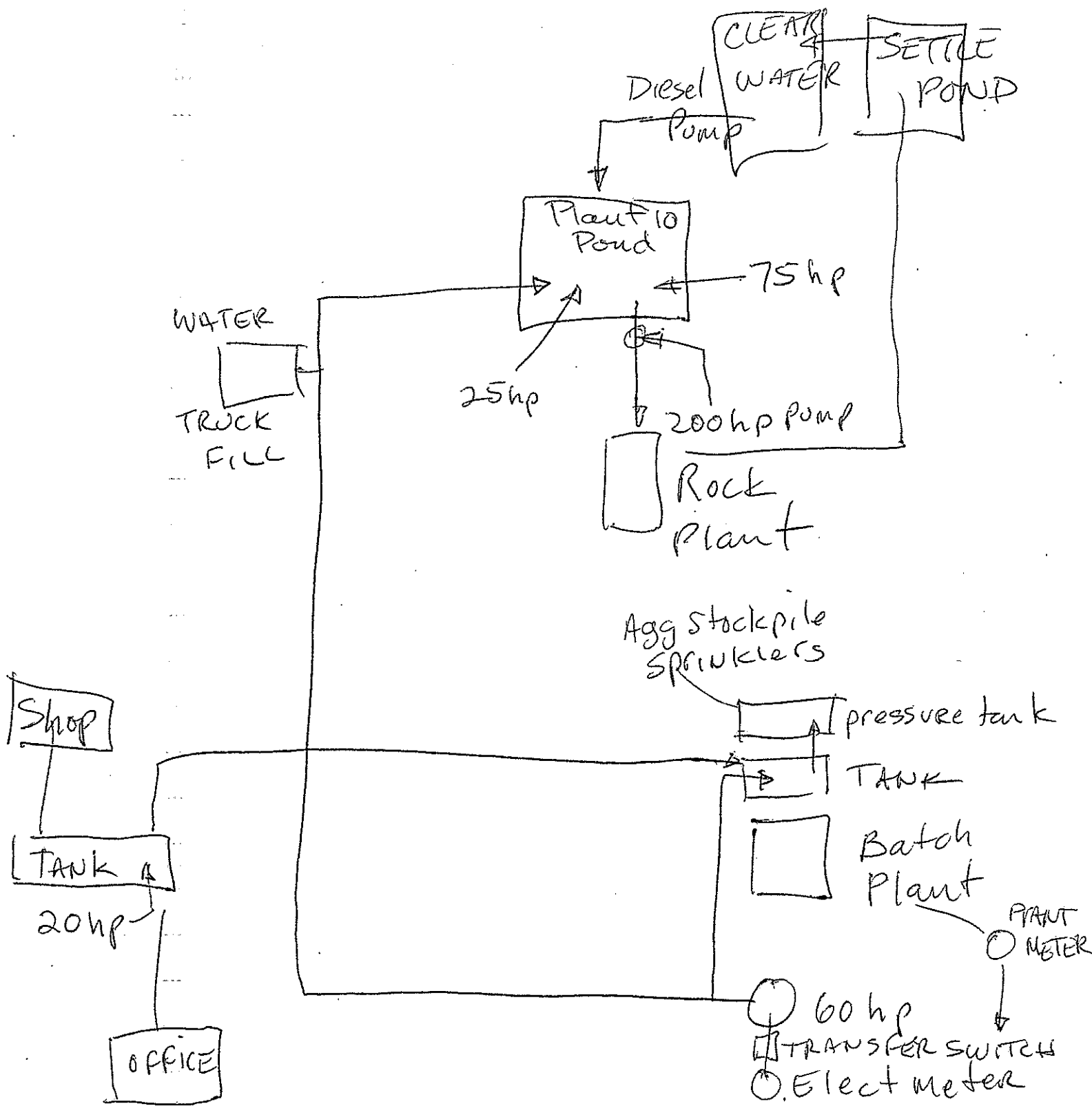
Respectfully,


J. Daniel McVey
Pump Superintendent



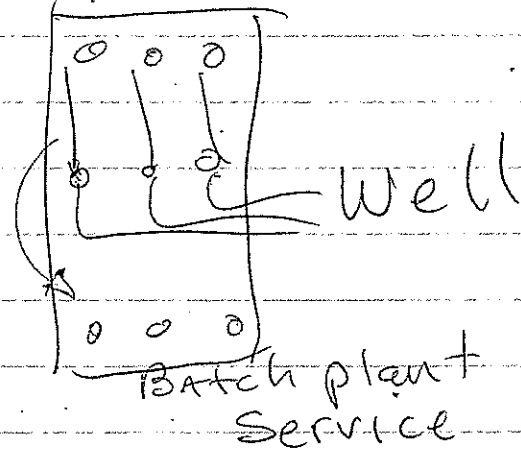
FRX
'04 2005 ± '06 Volumes Palmdale

75hp well - Doc error Jon found

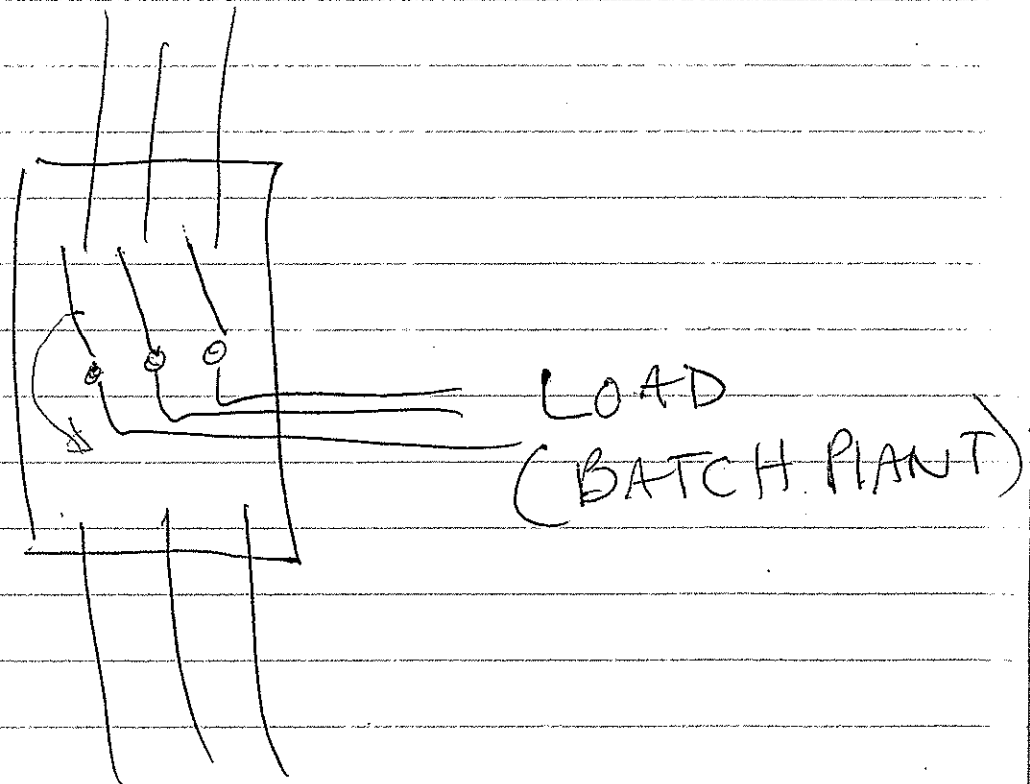


Website - Valero oil

well Edison meter



Edison



GEN SET

60hp ... Batch plant turbine Permit # 539660
12/31/99 6N 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 Wells

Dept 25 concrete volume Records

~~1996 2000 06~~

Rock 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

2000
2002
2003
2004
2005
2006

75
25
60

thru Sept 30

04-05 05-06
27.5 23.9

Bob Kelley

From: Derek Wolttil [dwolttil@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.

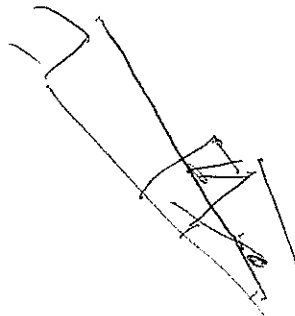
1. Palmdale Rock *Completed 4/11/09 NOI 252398 Permit 269835*
 75hp motor
 6" pipe *5N11W*
 Saddle or strap on style McCormeter Flowmaster which can read from 0 to 1300
 Number on top of McCormeter 94-6-853
2. Palmdale Rock 2
 25hp motor
 3" pipe
 In pipe McCormeter unreadable due to condensation
 Number 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. Wolttil
 Manager - IT Department
 Service Rock Products
 16952 D Street
 Victorville, CA 92394

760.245.7997 ext 235
 760.381.222 fax

Robert Wolttil
@ SCE.com



Rottman Drilling Co.

46471 N. DIVISION
LANCASTER, CA 93535-5906
(861) 942-8125
FAX (861) 949-1510
CONTRACTORS LIC. #316599

9800 SCHURZ HW
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 HP.}
 - 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)



QUADRUPLICATE
RETAIN THIS COPY

WATER WELL DRILLERS REPORT

(Sections 7074, 7077, 7078, Water Code)

STATE OF CALIFORNIA

Do Not Fill In
No. 15600

State Well No.

Other Well No.

(1) OWNER:

Name Arrow Sand and Gravel Co. Inc.

Address 7356 Palmdale Boulevard

Palmdale, California

(2) LOCATION OF WELL:

County Los Angeles Owner's number, if any

R. F. D. or Street No.

Palmdale - East Avenue 0-8

Twp. 14 S. Sec. 27

(3) TYPE OF WORK (check):

New well ☒ Deepening ☐ Reconditioning ☐ Abandon ☐

If abandonment, describe material and procedure in Item 11.

(4) PROPOSED USE (check):

Domestic ☐ Industrial ☒ Municipal ☐

Irrigation ☐ Test Well ☐ Other ☐

(5) EQUIPMENT:

Rotary ☒

Cable ☐

Dug Well ☐

(6) CASING INSTALLED:

SINGLE ☒ DOUBLE ☐

From ft. to ft. Diam. Gage or Wall

" 0 " 235 " 12 1/4 " "

" 30 1/2 " " " " "

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If gravel packed

Diameter of Hole from ft. to ft.

20 " 0 " 572 "

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Type and size of shoe or well ring

Describe joint Welded

Size of gravel # 3

(7) PERFORATIONS:

Type of perforator used Chisel

Size of perforations 2 in. length by 3/16 in.

From ft. to ft. Perforations per row Rows per ft.

" 235 " 572 " " " " "

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(8) CONSTRUCTION:

Was a surface sanitary seal provided? ☐ Yes ☒ No To what depth ft.

Were any struts sealed against pollution? ☐ Yes ☒ No If yes, how depth of struts

From ft. to ft.

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(9) WATER LEVELS:

Depth at which water was first found ft.

Sounding level before perforating ft.

Standing level after perforating 102 ft.

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(10) WELL TESTS:

Was a pump test made? ☒ Yes ☐ No If yes, by whom? us

Yield 300 gal./min. with 83 ft. draw down after 18 hrs.

Temperature of water " " " " " " "

Was a chemical analysis made? ☐ Yes ☐ No

" " " " " " "

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(11) WELL LOG:

Total depth 572 ft. Depth of completed well 572

Formation Describe by color, character, size of material, and structure.

0 " 30 " Sand and Boulders

30 " 65 " Sand and Boulders

65 " 95 " Boulders, Sand & Clay

95 " 120 " Sand and Clay

120 " 140 " Sand, Gravel & Clay

140 " 160 " Coarse Sand & Clay

160 " 180 " Sand and Clay

180 " 200 " Sand and Clay

200 " 220 " Clay and Fine Sand

220 " 240 " Clay and Fine Sand

240 " 260 " Clay and Some Sand

260 " 290 " Clay

290 " 310 " Clay and Some Sand

310 " 330 " Clay and Sand

330 " 350 " Clay Some Sand

350 " 370 " Clay Some Sand

370 " 390 " Clay Some Coarse Sand

390 " 400 " Clay Some Coarse Sand

400 " 412 " Clay, Small Boulders

412 " 420 " Clay and Boulders

420 " 435 " Clay & Coarse Sand

435 " 445 " Boulders and Clay

445 " 460 " Clay and Coarse Sand

460 " 470 " Clay and Coarse Sand

470 " 540 " Coarse Sand

540 " 565 " Boulders and Some Clay

565 " 572 " Boulders

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Work started Dec. 28 55 Completed Jan. 12 56

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

NAME Rottman Drilling Company

(Person, firm, or corporation) (Typed or printed)

Address 121 East Avenue I

Lancaster, California

" " " " " " "

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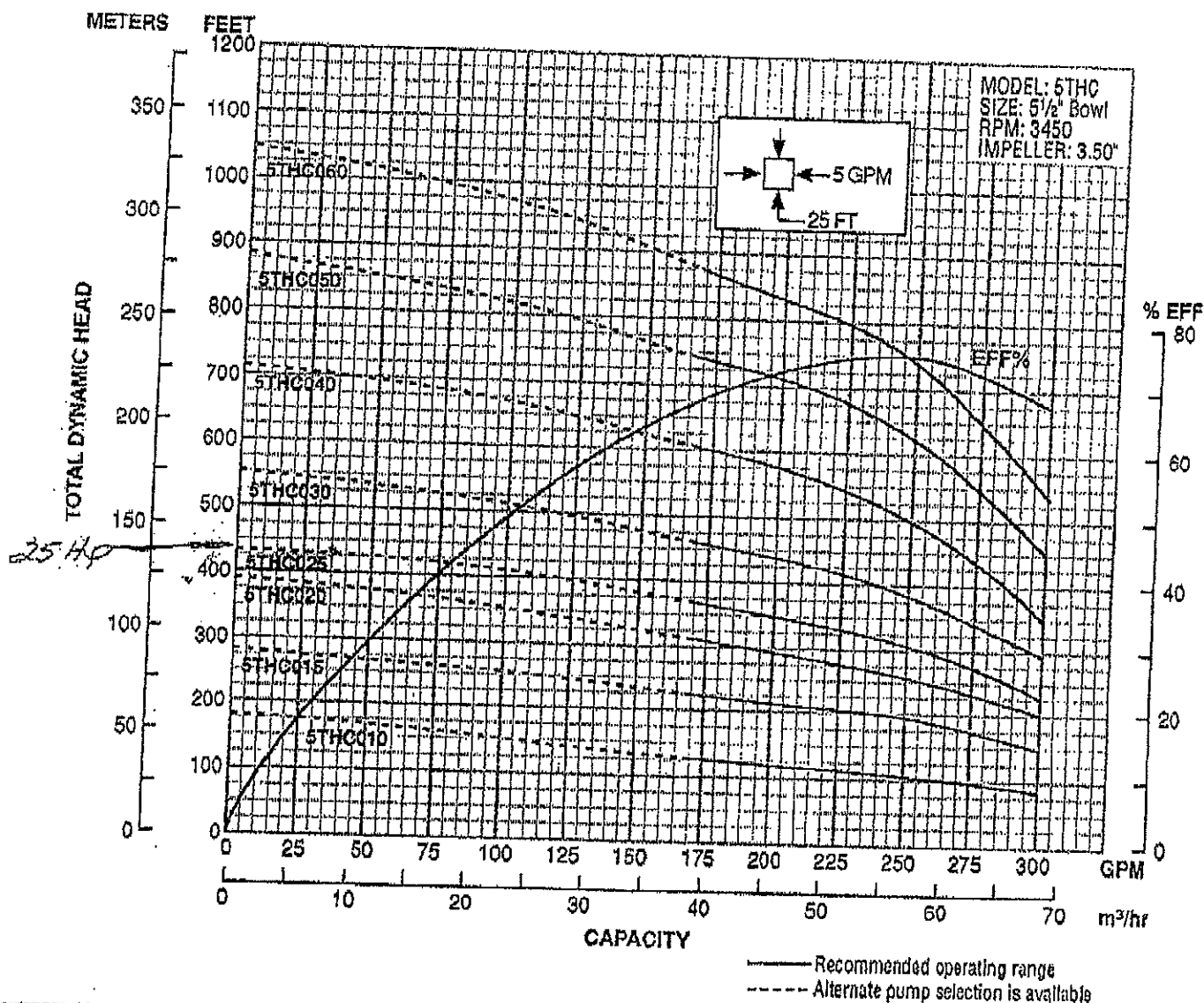
" " " " " " "

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(Signatures) _____ Well Driller

License No. 117561 C-57 Dated Feb. 1st 56

Model 5THC 240 GPM



DIMENSIONS AND WEIGHTS

HP	Stages	W.E. Order Number	W.E. Length	W.E. Wt. (lbs.)
10	8	5THC01064CTB	28 3/4"	75
15	8	5THC01584CTB	37 3/4"	101
20	7	5THC02064CTB	47 3/4"	127
25	8	5THC02584CTB	52"	140
30	10	5THC03064CTB	61 3/4"	188
40	13	5THC04064CTB	76"	205
50	16	5THC05064CTB	90 3/4"	244
60	19	5THC06064CTB	104 3/4"	283

(All dimensions in inches and weights in lbs. Do not use for construction purposes.)

PLEASE NOTE:

- Order motors separately.
- For intermediate horsepower pumps consult factory.
- Solid line is recommended operating range. The dotted line (---) signifies an alternate pump selection is available.
- Please specify all options changes in W.E. order number.

4" NPT DISCHARGE CONNECTION

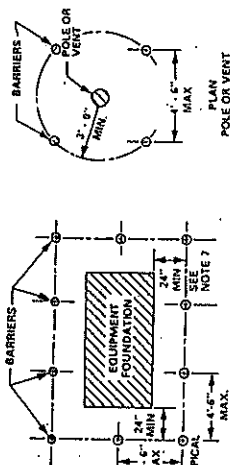


MATERIALS OF CONSTRUCTION

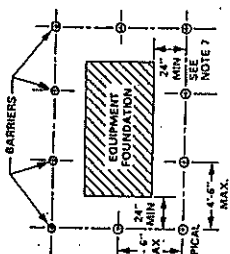
Part Name	Material
Shaft	ASTM A582 TYPE 418
Coupling	ASTM A582 S41600 CD
Suction Adapter	ASTM A48 CL 40
Discharge Bowl	ASTM A48 CL 30B
Bronze Bearings	ASTM B584
Discharge Bowl Bearing	ASTM B584
Taperlocks	ASTM A108 GR 10TB
Bowl	ASTM A48 CL 30B
Upthrust Collar	ASTM A276 S41400
Impeller	ASTM B584
Fasteners	SAE J429 GR 8
Cable Guard	ASTM A240 S 30400
Suction Strainer	ASTM A240 S 30400

FOR UNDERGROUND DISTRIBUTION STRUCTURES

(30 - 75 THROUGH 500 KVA)
(SWITCH AND FUSE)



PLAN OR VENT
POLE OR VENT

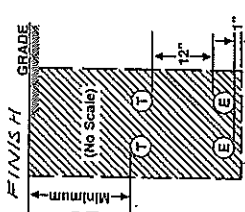


PLAN
EQUIPMENT FOUNDATION

- BARRIER TO BE ONE OF THE FOLLOWING:**
- 1) 4" GALV STEEL PIPE (1/8" MIN WALL) FILLED WITH CONCRETE
 - 2) RAILROAD SPORE (1/2" MIN WALL) OR 5 1/2" X 12" AMERICAN STD. SPORE (1/2" MIN WALL)
 - 3) 8" X 8" REIN. CONCRETE
 - 4) SPECIAL BARRIERS BY PRIOR SUE CO. APPROVAL

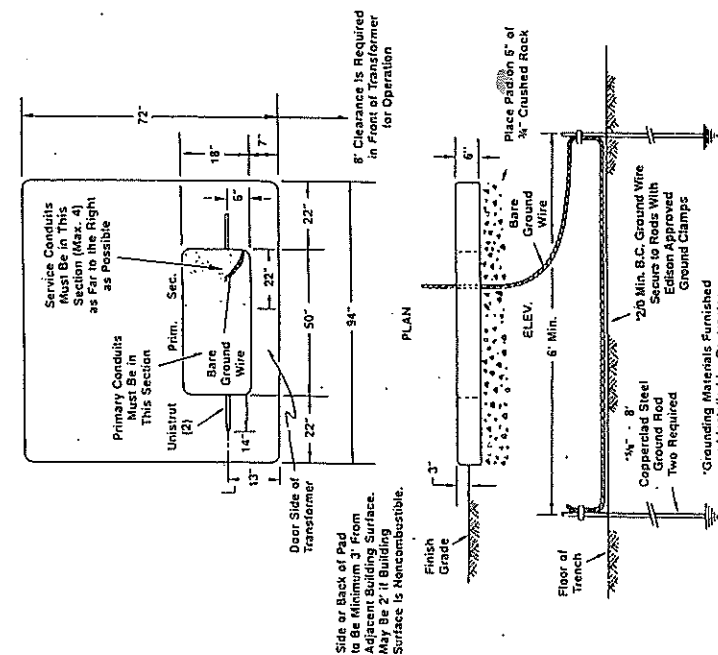
- NOTES:**
1. Structures will normally be installed only in non-traffic areas. Barriers to be used where construction has exposed equipment to traffic.
 2. Top of barriers to be smooth cut and top edges to be rounded.
 3. One barrier to be removable when overhead obstacles prevent equipment removal by crane.
 4. Adequate clearance must be provided for doors, cooling coils, etc.
 5. Barriers, as shown, indicate typical requirements. Field conditions will necessitate changes to be shown. Barriers must be installed in the field from the underground inspector is required for all barriers installations.
 6. When specified on working drawing, a 6" (minimum height) curb may be installed in place of barriers. This curb must be at least 6" thick and its front face located 50" minimum (or as specified on drawing) from the equipment foundation.
 7. Increase to 44" minimum at front of padmounted 300 transformers and capacitors, and 55" minimum at back of capacitors (door sides only), when a 72" X 94" pad is being installed.

Ref. UGS 830



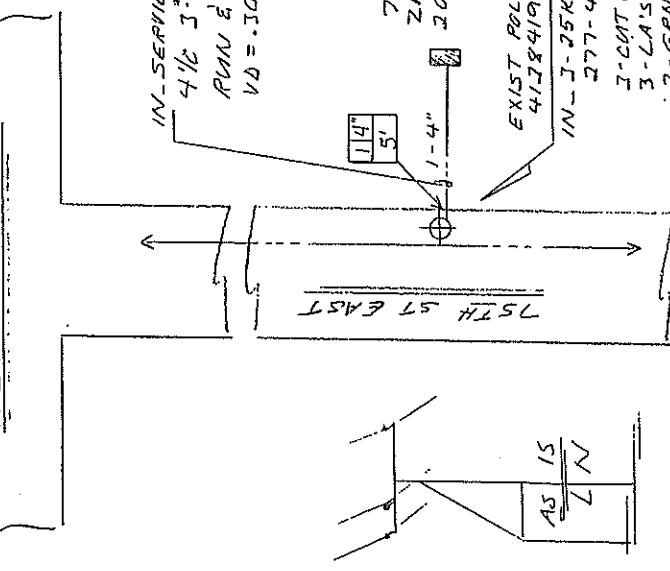
ALTERNATE CONDUIT BANK SECTION

SHOWING DIRECT BURIAL
SIMILAR CONSTRUCTION FOR
FEWER CONDUIT



- Ref. ESR 264**
- US 701
 - US 702
 - US 703
 - US 704
 - US 705
 - US 706
 - US 707
 - US 708
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 - US 710
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 - US 800

PALMDALE BLVD



PLAN OR VENT
POLE OR VENT

75TH ST EAST

1-4"

EXIST POLE 4128419E - 45'

IN - J-25 KVA - 12KV 277-480V, 3Ø 4W

3-CAT OUTS

3-LA'S

2-GRNDS

1-166 RLLR.

RISE 4'-3"

75HP PUMP.

2WATR-494

200A-PNL.

IN-SERVICE 4 1/2 3-40 1-10A-CLP

RUN & WP = 8'

VD = .10 %

SCALE NONE -

CIRCUIT SUN VILLAGE

500 LITTLE ROCK

NO # 3687301

DISTRICT: ANTELOPE VLV

DATE SENT TO RM: DIST. SKETCH #

IN. MAP NO. S

WORKED BY: INV. MAP NO. S

VERIFIED: I

EXIST. SIZE KVA CUST. LOAD

PRO. 75 75 1 100

VOLTAGE DROP .3 %

PRI. CIRC.: %

PLANNER R. BOOSALIS		JOB NAME DAN KAND, HOLLIDAY ROCK		FOREMAN		DISTRICT ANTELOPE VLY	
DWO		JOB LOCATION 37790 75TH ST. EAST, LLANO		TRUCK		DATE SENT TO R/W	
A.I. NO. 6036-2082		TLM. CSD 140 REQUIRED YES NO		DRAWN BY BOOSALIS		INVT. MAP NO. S	
J.P.A. NO. E6036-NONE		GRID NO.		WORKED BY		INVT. MAP NO. S	
RELATED W.O. NONE		VOLTAGE DROP %		INVT. MAP NO. S		VERIFIED: (✓)	

SHEET 2 OF 2

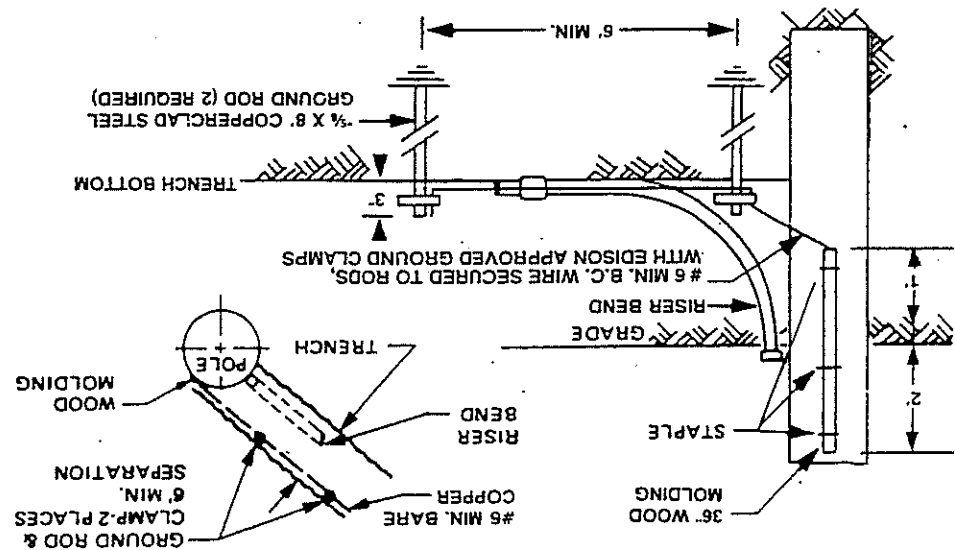
DATE ORDER NO.

SUR

CIR

Ref. UGS 160, 161, & 703

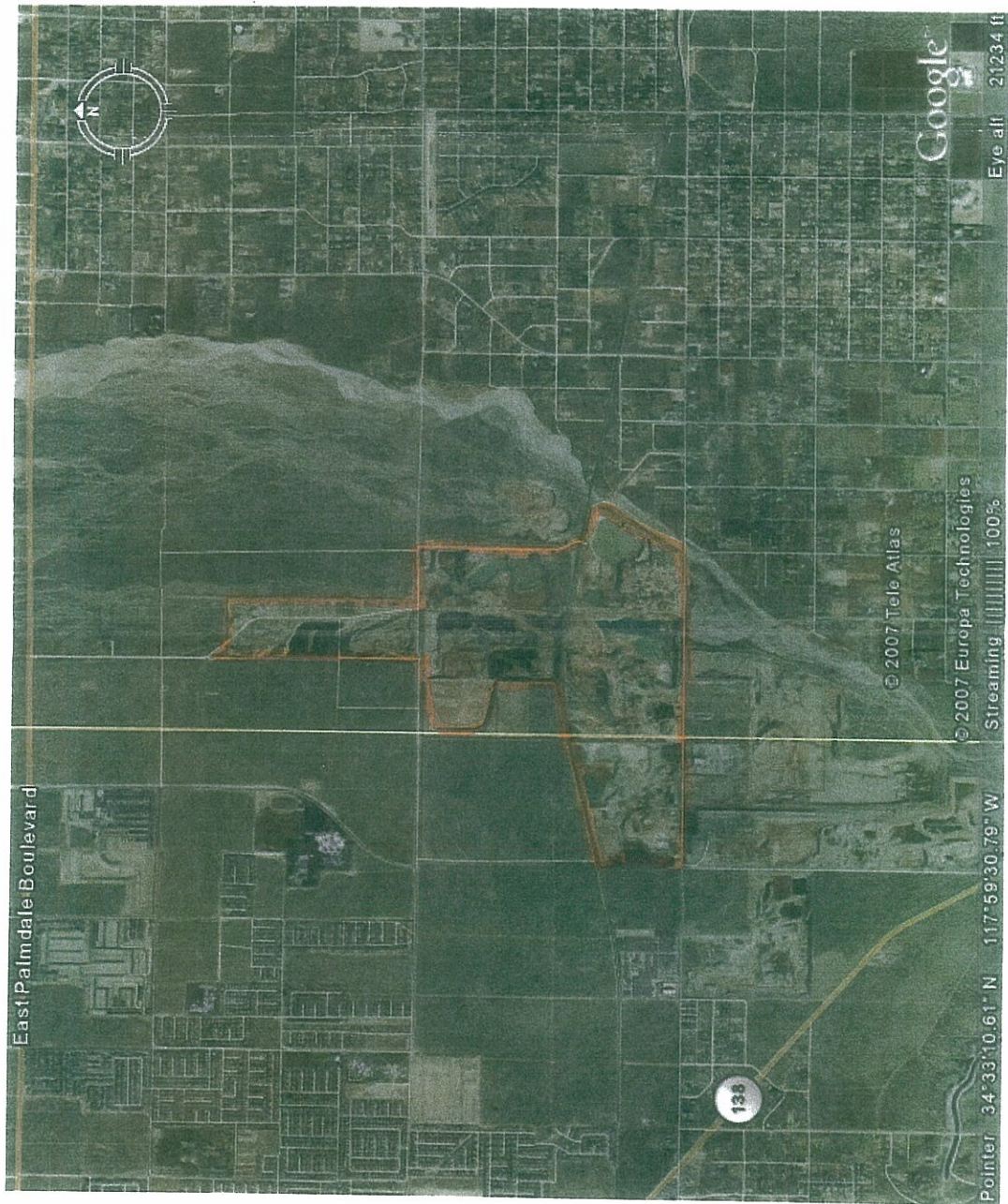
TWO GROUND RODS ARE REQUIRED AT ALL PRIMARY RISER POLES.
 DRIVE RODS IN TRENCH BOTTOM WITH 6' MIN. SEPARATION IN UNDISTURBED EARTH.
 LEAVE THE ROD TOPS 3' ABOVE THE TRENCH BOTTOM AND ATTACH CONTINUOUS
 GROUND WIRE WITH CLAMPS. EXTEND WIRE TO INDICATED LOCATION ON POLE AND
 STUB UP 2' (MIN.) ABOVE GRADE AND STAPLED TO POLE. ALL MATERIALS FOR
 GROUNDING SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR.



TRENCH INSTALLED GROUNDING
AT POLE RISER

ENCLOSED MAP IS FOR
YOUR REFERENCE & RECORDS
-DO NOT RETURN MAP-





East Palmdale Boulevard

138

Google

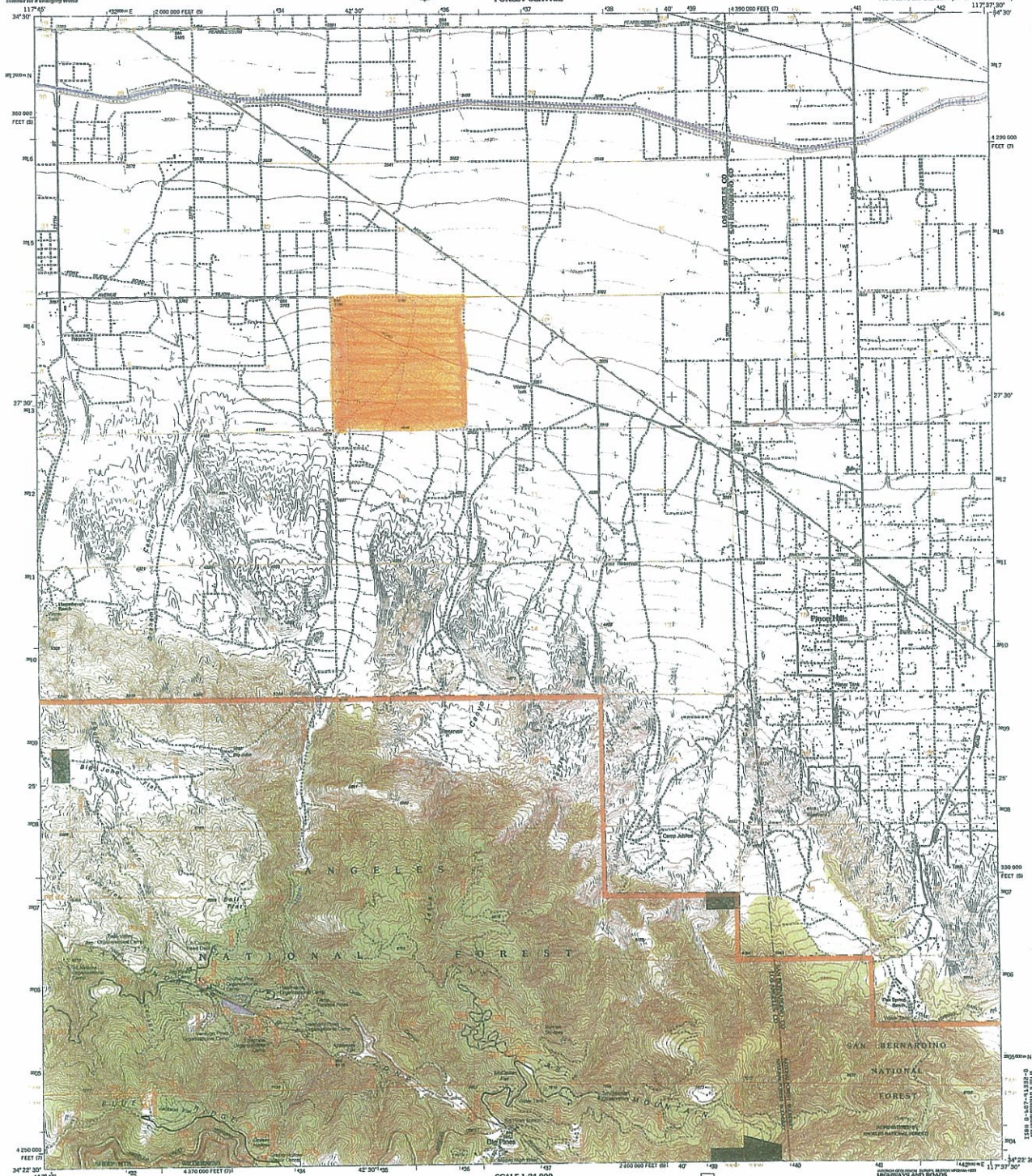
Eye alt 21234 ft

© 2007 Tele Atlas

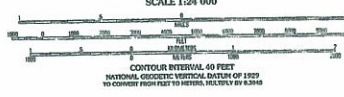
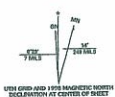
© 2007 Europa Technologies

Streaming 100%

Pointer 34°33'10.61" N 117°59'30.79" W



Produced by the United States Geological Survey 1988
Revision by USDA Forest Service 1995
Topography compiled 1952. Placenames derived from imagery taken 1976 and other sources. Public Land Survey System and survey control current as of 1995.
Road American Datas of 1927 (RAD 23). Private and 10,000-foot datum California coordinate system, zones 7 and 8 (Sanborn combined zone) plus 1000-meter Universal Transverse Mercator (UTM), zone 11.
State American Datas of 1963 (RAD 23) to show by dashed lines. The values of the data between RAD 23 and 1963 (23) for 1:25,000 scale are obtained from National Geographic Survey (NGS) software.
This map is not a legal document. Public lands are subject to change and leasing, and may have some restrictions, check with local office. Check permission before entering private lands.
Projections: UTM is unwarped land of accurate average.

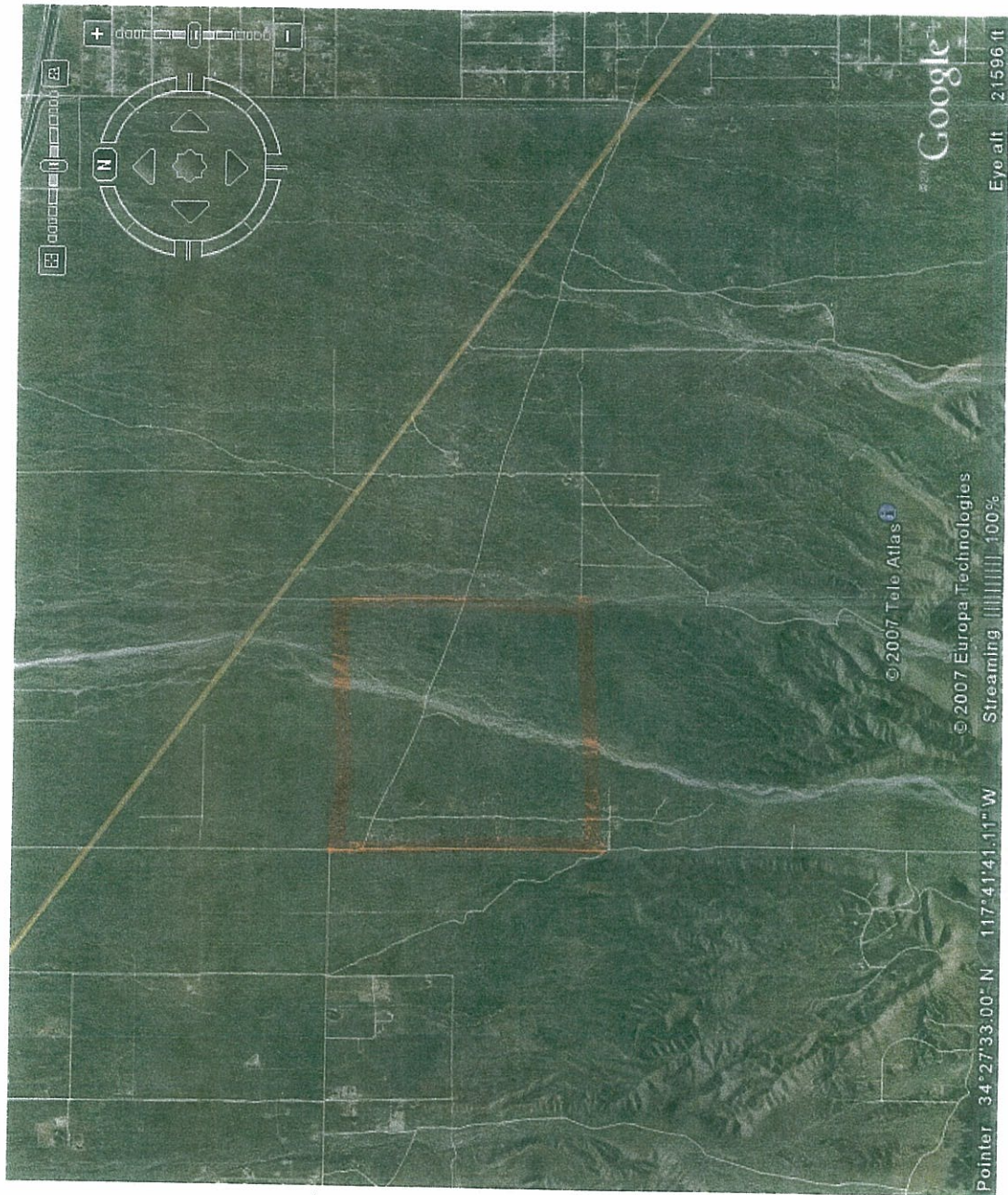


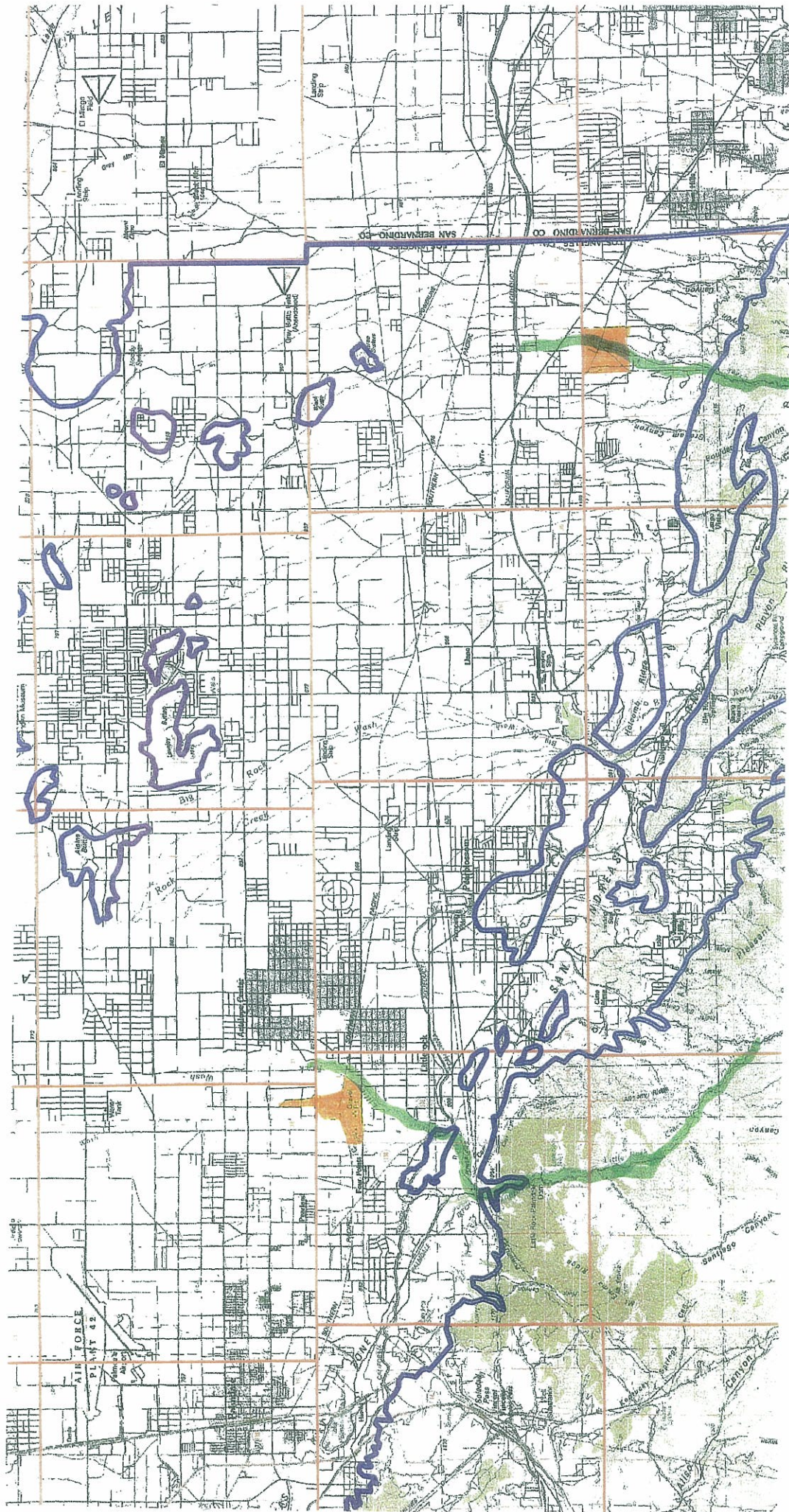
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Interstate	Primary Highway	Secondary Highway	Light-duty road	Competition	Unimproved	Trail	Other
U. S.							
State							
County							
National Forest, suitable for passenger cars							
National Forest, suitable for high-clearance vehicles							
National Forest Trail							

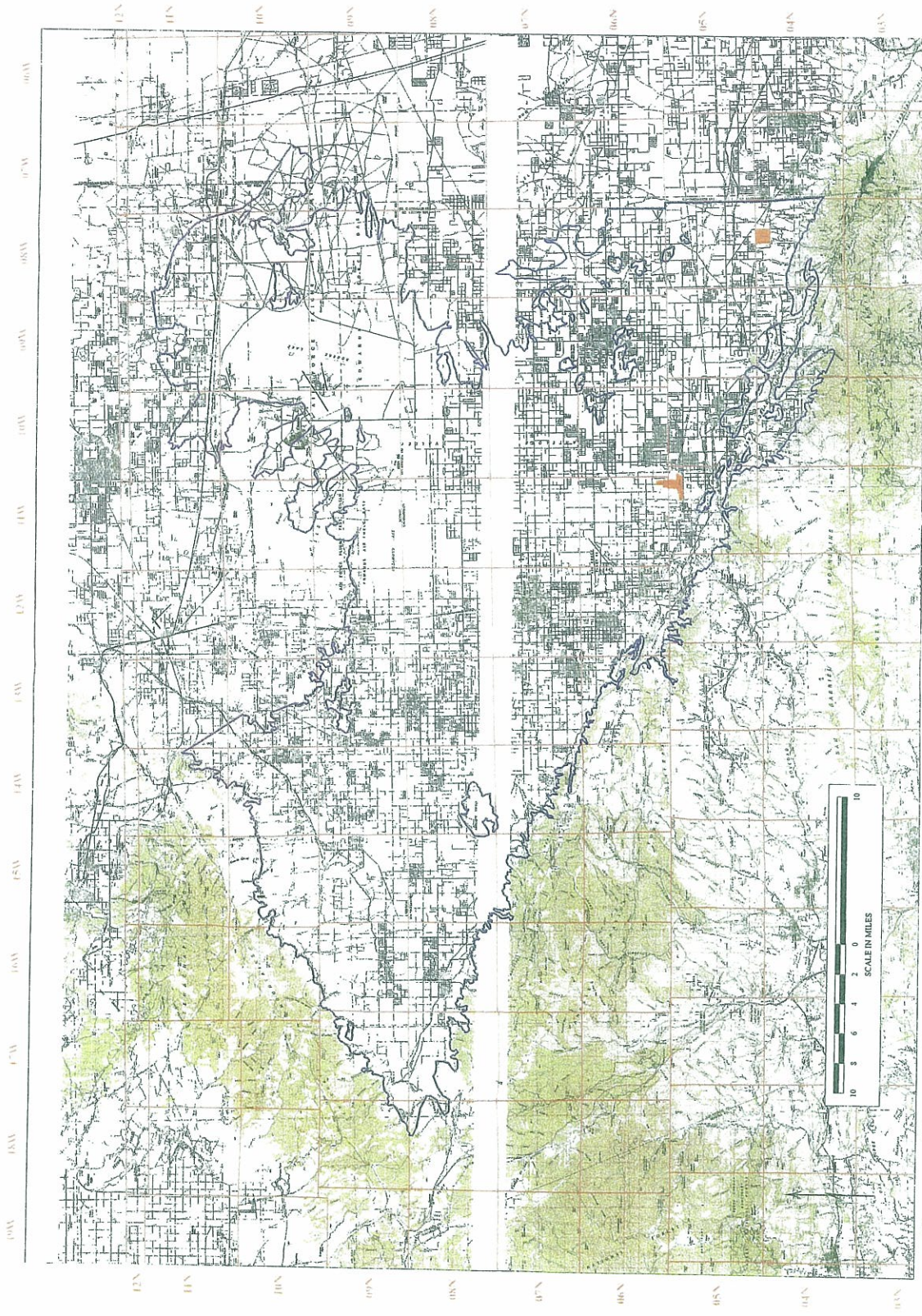
THIS MAP COMPLETES NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, P.O. BOX 358, DENVER, COLORADO 80225
A FOLDER REPRODUCING TOPOGRAPHIC MAPS AND REMOTE SENSING DATA IS AVAILABLE FOR ORDER

MESCAL CREEK, CA
1995





22



Jurisdictional Boundary
Antelope Valley Groundwater Adjudication

1
2 **PROOF OF SERVICE**

3 **STATE OF CALIFORNIA, COUNTY OF RIVERSIDE**

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

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

10 On December 21, 2012, I served the foregoing document(s) described as **CROSS-**
11 **DEFENDANT, SERVICE ROCK PRODUCTS, LP'S INFORMATION AND**
12 **MATERIALS RESPONSIVE TO DECEMBER 12, 2012 DISCOVERY ORDER FOR**
13 **PHASE 4 TRIAL** on the interested parties in this action in the following manner:

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

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

19 Executed on December 21, 2012, at Riverside, California.

20
21 
22 DINA M. SNIDER