

1 **MUSICK, PEELER & GARRETT LLP**

2 ATTORNEYS AT LAW
3 ONE WILSHIRE BOULEVARD, SUITE 2000
4 LOS ANGELES, CALIFORNIA 90017-3383
5 TELEPHONE (213) 629-7600
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7 Theodore A. Chester, Jr. (State Bar No. 105405)

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9 Steven Casselberry (State Bar No. 74234)

10 *s.casselberry@mpglaw.com*

11 Stephen R. Isbell (State Bar No. 247151)

12 *s.isbell@mpglaw.com*

13 Attorneys for LITTLE ROCK SAND AND GRAVEL, INC.

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

17 **ANTELOPE VALLEY GROUNDWATER**
18 **CASES**

19 **INCLUDED ACTIONS:**

20 Los Angeles County Waterworks District No.
21 40 v. Diamond Farming Co., Superior Court of
22 California, County of Los Angeles, Case No.
23 BC325201;

24 Los Angeles County Waterworks District No.
25 40 v. Diamond Farming Co., Superior Court of
26 California, County of Kern, Case No. S-1500-
27 CV-254348;

28 Wm. Bolthouse Farms, Inc. v. City of
Lancaster, Diamond Farming Co. v. Lancaster,
Diamond Farming Co. v. Palmdale Water
Dist., Superior Court of California, County of
Riverside, Case Nos. RIC 353840, RIC
344436, RIC 344668;

Rebecca Lee Willis v. Los Angeles County
Waterworks District No. 40
Superior Court of California, County of Los
Angeles, Case No. BC364553;

Wood v. A.V. Materials, Inc., et al. v. Superior
Court of California, County of Los Angeles,
Case No. BC 509546; and

Little Rock Sand and Gravel, Inc. v. Granite
Construction Co., Superior Court of
California, County of Los Angeles, Case No.
MC026932

Judicial Counsel Coordination No. 4408

Santa Clara Case No. 1-05-CV-049053

Assigned to Honorable Jack Komar

LITTLE ROCK SAND AND GRAVEL'S
SECOND PRODUCTION OF
DOCUMENTS (LRSG 00016-LRSG 00134)

RECORDING REQUESTED BY

Beaudet and Orr

AND WHEN RECORDED MAIL TO

Name Beaudet and Orr
Street Address Attorneys at Law
Post Office Box 2099
City & State Lancaster, CA 93539

MAIL TAX STATEMENTS TO

Name Frank A. Lane and
Street Address Yvonne M. Lane
44909 N. 10th Street West
City & State Lancaster, CA 93534

88 1011153

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

31 MIN. 9 A.M. JUN 27 1988
PAST.



SPACE ABOVE THIS LINE FOR RECORDER'S USE

CAT. NO. NND0583
TO 1923 CA (7-83)

Individual Grant Deed FEE \$10. CODE 99

THIS FORM FURNISHED BY TICON TITLE INSURERS

| | | | | | | |
|-------------|----|-----|---|--|--|--|
| ALL PTN. | 16 | 150 | The undersigned grantor(s) declare(s): | | Conveyance changes manner in which title | |
| | | | Documentary transfer tax is \$ None | | is held. R & T \$11911 | |
| | | | () computed on full value of property conveyed, or | | | |
| | | | () computed on full value less value of liens and encumbrances remaining at time of sale. | | | |
| | | | (X) Unincorporated area: () City of _____, and | | | |
| | | | FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, | | | |
| | | | Frank A. Lane and Yvonne M. Lane, husband and wife, | | | |
| | | | hereby GRANT(S) to Frank A. Lane and Yvonne M. Lane, husband and wife, | | | |
| | | | as community property, | | | |
| | | | the following described real property in the unincorporated area of | | | |
| | | | County of Los Angeles State of California: | | | |
| | | | PARCEL A. East one-half of the Southwest quarter of the Southwest | | | |
| | | | quarter of Section 11, Township 5 North, Range 11 West, S.B.B.M. | | | |
| | | | PARCEL B. Southwest quarter of the Southwest quarter of the Southwest | | | |
| | | | quarter of Section 11, Township 5 North, Range 11 West, S.B.B.M. | | | |
| | | | The parties hereto agree, each in consideration of the agreement of | | | |
| | | | the other, that said property shall henceforth be vested of record as it | | | |
| | | | actually has always been in fact, as community property of the parties, | | | |
| | | | and that the respective interests of said parties in said property are | | | |
| | | | and shall be present, existing and equal, each with the other. | | | |
| | | | Dated: June 14, 1988 | | | |
| | | | Frank A. Lane | | | |
| | | | Yvonne M. Lane | | | |
| | | | STATE OF CALIFORNIA | | | |
| | | | COUNTY OF LOS ANGELES | | | |
| | | | On June 21, 1988 before | | | |
| | | | me, the undersigned, a Notary Public in and for said State, | | | |
| | | | personally appeared Frank A. Lane and | | | |
| | | | Yvonne M. Lane | | | |
| | | | personally known to me or proved to me on the basis of sat- | | | |
| | | | isfactory evidence to be the person whose names are | | | |
| | | | subscribed to the within instrument and acknowledged | | | |
| | | | that they executed the same. | | | |
| | | | WITNESS my hand and official seal. | | | |
| | | | Signature Mildred M. Searly | | | |
| | | | OFFICIAL SEAL MILDRED M. SEARLY NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires May 27, 1990 | | | |
| | | | (This area for official notarial seal) | | | |
| | | | Title Order No. _____ Escrow or Loan No. _____ | | | |

MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

KESTLER & WALSH (WW)
P O BOX 4379
LANCASTER CA 93539-4379

MAIL TAX STATEMENTS TO:

FRANK A. LANE
44909 10TH STREET WEST
LANCASTER CA 93534

93 1312104

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
4 MIN 8 A.M. JUL 9 1993
PAS:

FEE \$8 0

APN: 3056-10-16

QUITCLAIM DEED

The undersigned quitclaimors declare: Documentary transfer
tax is NONE.

No consideration given - Change in formal title only - see
Note #1 below.

FOR NO CONSIDERATION, FRANK A. LANE and YVONNE M. LANE,
husband and wife, as community property, do hereby REMISE, RELEASE
AND FOREVER QUITCLAIM to FRANK A. LANE and YVONNE M. LANE, as
trustees of the FRANK AND YVONNE LANE 1993 FAMILY TRUST, initially
created on March 5, 1993, all of their right, title and interest in
and to the following-described real property in the County of Los
Angeles, State of California:

PARCEL A: East one-half of the Southwest quarter
of the Southwest quarter of Section 11, Township 5
North, Range 11 West, S.B.B.M.

PARCEL B: Southwest quarter of the Southwest
quarter of the Southwest quarter of Section 11,
Township 5 North, Range 11 West, S.B.B.M.

NOTE #1: Conveyance transferring quitclaimors' interest into a
revocable living trust. This conveyance transfers the
quitclaimors' interest into their revocable living trust,
which is not pursuant to a sale and is exempt pursuant to
Revenue & Taxation Code §11911 and Los Angeles County
Ordinance 9443.

NOTE #2: Quitclaimor, FRANK A. LANE, is the same person as trustee
FRANK A. LANE and quitclaimor, YVONNE M. LANE, is the
same person as trustee YVONNE M. LANE. This conveyance
is to a revocable trust and, pursuant to Revenue &
Taxation Code §62(d)(2), does not constitute a change in
ownership and does not subject the property to
reassessment.

DATED: April 15, 1993

Frank A. Lane
FRANK A. LANE

Yvonne M. Lane
YVONNE M. LANE

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On April 15, 1993, before me, William Walsh IV,
personally appeared FRANK A. LANE and YVONNE M. LANE personally
known to me (or proved to me on the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Signature William Walsh IV (Seal)



93 1312104

P:\6\mac\lane17 mac

This page is part of your document - DO NOT DISCARD



20150460794



Pages:
0004

Recorded/Filed In Official Records
Recorder's Office, Los Angeles County,
California

04/23/15 AT 03:40PM

| | |
|--------|-------|
| FEES: | 31.00 |
| TAXES: | 0.00 |
| OTHER: | 0.00 |
| PAID: | 31.00 |



LEADSHEET



201504230670029

00010472952



006784364

SEQ:
08

DAR - Courier (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

E497008

Recording Requested by and
When Recorded Mail to:

NOLEN P. MILBURN, JR.
MILBURN & ASHTON
1125 West Avenue M-14, Suite A
Palmdale, CA 93551-1404

MAIL TAX STATEMENTS TO:

George M. Lane
42220 10th Street West
Suite 101
Lancaster, CA 93534

* * * * *
APN: 3050-010-016
QUITCLAIM DEED

*This conveyance transfers an
interest into trust of a living
trust. Rev 11930*

Documentary Transfer Tax is None

The undersigned hereby declares that:

This transfer is made without consideration and is therefore
exempt from Documentary Transfer Tax (California Revenue and
Taxation Code § 11911).

NOW, THEREFORE, GEORGE M. LANE, Successor Trustee of THE
FRANK LANE MARITAL TRUST, created pursuant to the provisions of
THE FRANK AND YVONNE LANE 1993 FAMILY TRUST, DATED MARCH 5, 1993,
RESTATED JULY 20, 2000, and GEORGE M. LANE, Successor Trustee of
THE YVONNE LANE SURVIVOR'S TRUST, created pursuant to the
provisions of THE FRANK AND YVONNE LANE 1993 FAMILY TRUST DATED
MARCH 5, 1993, RESTATED JULY 20, 2000, hereby remises, releases
and quitclaims to GEORGE M. LANE, a married man as his separate
property, a 25.60% interest in that certain real property
situated in the State of California, County of Los Angeles, and
described as follows:

PARCEL A: East one-half of the Southwest quarter of the Southwest
quarter of Section 11, Township 5 North, Range 11 West, S.B.B.M.

////

////

////

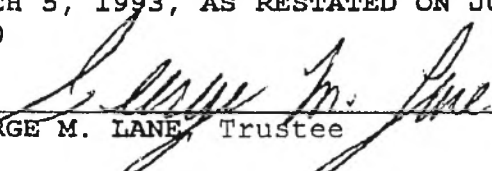
////

PARCEL B: Southwest quarter of the Southwest quarter of the Southwest quarter of Section 11, Township 5 North, Range 11 West, S.B.B.M.

APN: 3050-010-016

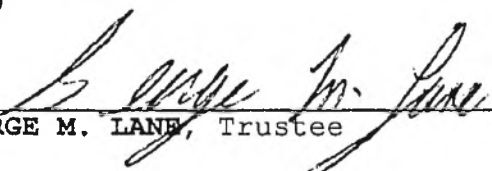
Dated: 02/06/2015

FRANK LANE MARITAL TRUST, created pursuant to the provisions of THE FRANK AND YVONNE LANE 1993 FAMILY TRUST DATED MARCH 5, 1993, AS RESTATED ON JULY 20, 2000

By 
GEORGE M. LANE, Trustee

Dated: 02/06/2015

YVONNE LANE SURVIVOR'S TRUST, created pursuant to the provisions of THE FRANK AND YVONNE LANE 1993 FAMILY TRUST DATED MARCH 5, 1993, AS RESTATED ON JULY 20, 2000

By 
GEORGE M. LANE, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

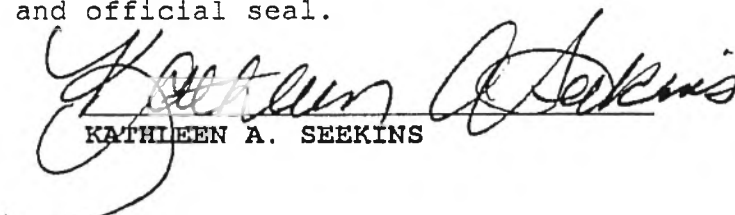
) ss.

COUNTY OF LOS ANGELES)

On February 6, 2015, before me, **KATHLEEN A. SEEKINS**, a Notary Public in and for said State, personally appeared **GEORGE M. LANE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


KATHLEEN A. SEEKINS



KATHLEEN A. SEEKINS
Commission # 2042038
Notary Public - California
Los Angeles County
My Comm. Expires Oct 17, 2017

This page is part of your document - DO NOT DISCARD



20151112119



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

09/09/15 AT 03:47PM

| | |
|--------|-------|
| FEES: | 28.00 |
| TAXES: | 0.00 |
| OTHER: | 0.00 |
| PAID: | 28.00 |



LEADSHEET



201509090670044

00011109515



007070194

SEQ:
08

DAR - Courier (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

E497908

2

Recording Requested by and
When Recorded Mail to:

NOLEN P. MILBURN, JR.
MILBURN & ASHTON
1125 West Avenue M-14, Suite A
Palmdale, CA 93551-1404

MAIL TAX STATEMENTS TO:

George M. Lane
42220 10th Street West
Suite 101
Lancaster, CA 93534

* * * * *

QUITCLAIM DEED

APN: 3050-010-016

Documentary Transfer Tax is None

The undersigned hereby declares that:

This conveyance transfers an interest into or out of a living trust, R&T § 11930.

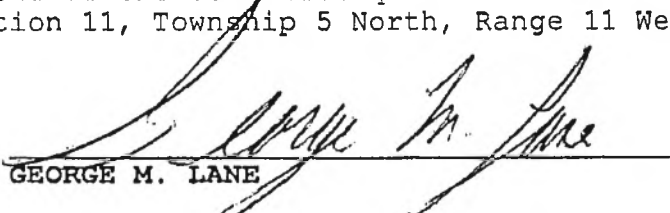
NOW, THEREFORE, GEORGE M. LANE, a married man as his separate property, hereby remises, releases and quitclaims to **GEORGE M. LANE** and **CHARLENE K. LANE**, Trustees of **THE GEORGE AND CHARLENE LANE FAMILY TRUST, DATED DECEMBER 19, 2007**, a 25.60% interest in that certain real property situated in the State of California, County of Los Angeles, and described as follows:

PARCEL A: East one-half of the Southwest quarter of the Southwest quarter of Section 11, Township 5 North, Range 11 West, S.B.B.M.

PARCEL B: Southwest quarter of the Southwest quarter of the Southwest quarter of Section 11, Township 5 North, Range 11 West, S.B.B.M.

Dated:

09/08/2015



GEORGE M. LANE

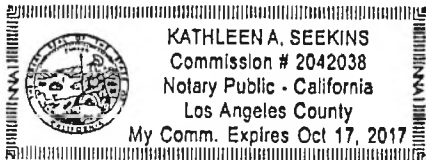
3

On September 8, 2015, before me, **KATHLEEN A. SEEKINS**, a Notary Public in and for said State, personally appeared **GEORGE M. LANE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KATHLEEN A. SEEKINS



DEC 15 1970

RECORDING REQUESTED BY

615

WHEN RECORDED MAIL TO

Mr. and Mrs. Frank A. Lane
44835 N. 10th St. West
Lancaster, Calif.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 193.60

☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR

☒ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES

REMAINING THEREON AT TIME OF SALE

Signature of declarant or agent determining tax *James White*
Firm Name *James White*

XX Unincorporated Area ☐ City of

ESCROW NO. 5 11146 N

T.O. NO.

Grant Deed

For a valuable consideration receipt of which is hereby acknowledged,
James White and Jessie White, his wife; Alexander White and Esther White, his wife;
Henry Woods and Marie Woods, his wife.

hereby GRANT(S) to Frank A. Lane and Yvonne M. Lane, husband and wife as Community
Property.

the following described real property in the unincorporated area
County of Los Angeles, State of California:

The North half of the Northwest quarter of Section 14, Township 5 North, Range 11
West, SBB&M., in the county of Los Angeles, state of California, according to the
official plat thereof.

Dated April 15, 1970

STATE OF CALIFORNIA
COUNTY OF *Baltimore*

On April 15, 1970 before me,
the undersigned, a Notary Public in and for said County
and State, personally appeared James White and
Jessie White; Alexander White and Esther
White; Henry Woods and Marie Woods

known to me to be the person(s) whose name(s) is/are
subscribed to the within instrument, and acknowledged to
me that he/she/they executed the same.
WITNESS my hand and official seal.

Margaret C. Felling

James White
James White

Jessie White
Jessie White

Alexander White
Alexander White

Esther White
Esther White

Henry Woods
Henry Woods

Marie Woods
Marie Woods

Mail Tax Statement To: See Above

Name

Street Address

City, State & Zip

SO-L REV. 11-69 5M

1.1. REC
DEC 15 1970

615
fh

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

KESTLER & WALSH (WW)
P O BOX 4379
LANCASTER CA 93539-4379

MAIL TAX STATEMENTS TO:

FRANK A. LANE
44909 10TH STREET WEST
LANCASTER CA 93534

93 1312102

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

4 MIN
PAS: 8 PM JUL 9 1993

FEE \$8

2

APN: 3050-28-08

QUITCLAIM DEED

The undersigned quitclaimors declare: Documentary transfer
tax is NONE.

No consideration given - Change in formal title only - see
Note #1 below.

FOR NO CONSIDERATION, FRANK A. LANE, and YVONNE M. LANE,
husband and wife, as community property, do hereby REMISE, RELEASE
AND FOREVER QUITCLAIM to FRANK A. LANE and YVONNE M. LANE, as
trustees of the FRANK AND YVONNE LANE 1993 FAMILY TRUST, initially
created on March 5, 1993, all of their right, title and interest in
and to the following-described real property in the County of Los
Angeles, State of California:

The North half of the Northwest quarter of Section
14, Township 5 North, Range 11 West, S.B.B. & M., in
the County of Los Angeles, State of California,
according to the official plat thereof.

NOTE #1: Conveyance transferring quitclaimors' interest into a
revocable living trust. This conveyance transfers the
quitclaimors' interest into their revocable living trust,
which is not pursuant to a sale and is exempt pursuant to
Revenue & Taxation Code §11911 and Los Angeles County
Ordinance 9443.

NOTE #2: Quitclaimor, FRANK A. LANE, is the same person as trustee
FRANK A. LANE and quitclaimor, YVONNE M. LANE, is the
same person as trustee YVONNE M. LANE. This conveyance
is to a revocable trust and, pursuant to Revenue &
Taxation Code §62(d)(2), does not constitute a change in
ownership and does not subject the property to
reassessment.

DATED: June 23, 1993

Frank A. Lane
FRANK A. LANE

Yvonne M. Lane
YVONNE M. LANE

1

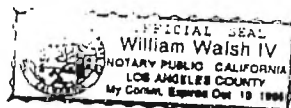
CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On June 23, 1993, before me, William Walsh IV, personally appeared FRANK A. LANE and YVONNE M. LANE personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature William Walsh IV (Seal)



93 1312102

P:\DL\mac\lane IV mac



LEAD SHEET

01 1716720

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

2:01 PM SEP 12 2001

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

DEED

FEE

FEE
\$7
A

D.T.T. 80

\$43.45

CODE
20

CODE 19 NCPF Code 19 \$3.00

CODE 9 SURVEY, MONUMENT FEE \$10. CODE 99

NOTIFICATION SENT \$40

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

3050028015

001

THIS FORM IS NOT TO BE DUPLICATED

RECORDED MAIL THIS DEED TO:

NAME Monte Vista Building Sites
STREET ADDRESS 44909 N. 10th Street West
CITY, STATE ZIP Lancaster, CA 93534

01 1716720

2

MAIL TAX STATEMENTS TO:

NAME Monte Vista Building Sites
STREET ADDRESS 44909 N. 10th Street West
CITY, STATE ZIP Lancaster, CA 93534

SPACE ABOVE THIS LINE FOR RECORDER'S USE

| | | | |
|------|-----|-----|-----|
| 3060 | 028 | 015 | ALL |
| | | | PTN |

Title Order No. _____

Escrow or Loan No. _____

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$43.25 ⁴⁵80

CITY TAX \$ _____

- ☒ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☒ Unincorporated area: ☐ City of Lancaster, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FRANK A. LANE and YVONNE M. LANE, as Trustees of the FRANK AND YVONNE LANE 1993 FAMILY TRUST (created by a revocable trust dated March 5, 1993),

hereby GRANT to MONTE VISTA BUILDING SITES, INC, a corporation,

the following-described real property in the County of Los Angeles, State of California:

The North half of the Northwest quarter of Section 14, Township 5 North, Range 11 West, SBBM in the County of Los Angeles, State of California, except that portion used for roadway purposes.

EXCEPT THEREFROM that portion lying Southwesterly of Highway 138.

Subject to: Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of record.

This Deed is given in full satisfaction of an agreement to convey between the Grantors and the Grantee made on October 3, 1985.

Dated: April 24, 2001

Frank A. Lane
FRANK A. LANE, Trustee

Yvonne M. Lane
YVONNE M. LANE, Trustee

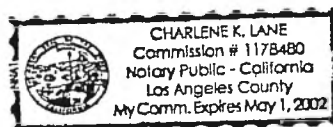
STATE OF CALIFORNIA) ss
COUNTY OF LOS ANGELES)

On April 24, 2001, before me, Charlene K. Lane, a Notary Public in and for said State, personally appeared FRANK A. LANE and YVONNE M. LANE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

Signature Charlene K. Lane

(This area for official notarial seal)



MAIL TAX STATEMENTS TO RETURN ADDRESS SHOWN ABOVE

PLEASE COMPLETE. SUBMIT THE ORIGINAL AND MAKE A COPY FOR YOUR RECORDS

State of California, State Water Resources Control Board, Division of Water Rights
P.O. BOX 2000, SACRAMENTO, CA 95812-2000

Info: (916) 341-5300, FAX: (916) 341-5400, Web: <http://www.waterrights.ca.gov>

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION
(GROUNDWATER RECORDATION PROGRAM)

G193313

2007

If the owner information below is wrong or missing, please correct.
OWNER(S) OF RECORD LITTLE ROCK SAND & GRAVEL INC

PRIMARY CONTACT OR AGENT FOR MAIL & REPORTING:

LITTLE ROCK SAND & GRAVEL INC
42220 10TH STREET WEST STE 101
LANCASTER, CA 93534

RECORDATION NO: G193313
CONTACT PHONE NO: (805) 942-0435

Owner's Designation of Well
GRANITE #1 - MAIN ROCK
PLANT

State Well Number
05N11W-11D S

Parcel Number
3110-010-900

DEADLINE: Notices must be received no later than June 30, 2007 in order to be recorded.

REQUIRED FEES: A filing fee of \$115.00 is required for each Annual Notice of Groundwater Extraction and Diversion. Check or money order should indicate your recordation number(s) and be made payable to: State Water Resources Control Board. Do not send cash.

PLEASE READ THE GENERAL INFORMATION ON THE REVERSE SIDE BEFORE COMPLETING THIS NOTICE

If the above information is inaccurate, please line it out in red and provide current information. Notify this office if ownership or address changes occur during the coming year.

1. TYPE OF DIVERSION ☐ Groundwater extraction or ☐ Surface diversion

2. OWNERSHIP. Person listed below is:

☐ Owner of land on which well or point of diversion is located, and is extracting/diverting water.

☐ Lessee of land on which well or point of diversion is located, and is extracting/diverting water.

☒ Owner of land, but lessee is extracting/diverting water.

☐ Other: Please explain: _____

3. AMOUNT OF GROUNDWATER EXTRACTED DURING CALENDAR YEAR →

4. AMOUNT OF SURFACE WATER DIVERTED DURING CALENDAR YEAR →

5. METHOD OF MEASUREMENT ☐ Water Meter ☐ Power Meter ☒ Non-metered or Estimated

6. TYPE OF WATER USE ☐ Agricultural ☐ Domestic or Municipal ☒ Other Quarry Operations

7. ACTION REQUESTED (Check one):

☐ Reopen file. (Fee required)

☐ Close this file. (No fee required)

☒ Record my water use. (Fee required)

☐ Do not record my water use but keep my name on mailing list. (No fee required)

749 ☒ acre-feet
(Must be a specific number) ☐ cubic-feet
☐ gallons

Annual quantity _____ ☐ acre-feet
Season of diversion _____ ☐ cubic-feet
Begin _____ ☐ gallons
End _____
Maximum rate of diversion _____

Transfer this file to:

Company Name: _____ (NEW OWNER'S FIRST NAME) (M. NAME) (LAST NAME)

Address: _____ (MAILING ADDRESS) (CITY) (STATE) (ZIP CODE)

Telephone: () _____ Effective Date: _____

8. SUPPLEMENTAL INFORMATION. Please list any changes in your project since last year (new pump, new land irrigation, new method of irrigation, etc.) or any other comments.

9. CERTIFICATION AND SIGNATURE: I certify that the foregoing statements are true and correct to the best of my knowledge.

Signature: George M Lane Date: 5/30/08

Printed Name: George M Lane
(FIRST NAME) (M. NAME) (LAST NAME)

Company Name: Little Rock Sand & Gravel Inc THIS SPACE FOR OFFICE USE ONLY R. _____ AMT: _____

LRSG 00031

PLEASE COMPLETE. SUBMIT THE ORIGINAL AND MAKE A COPY FOR YOUR RECORDS

State of California, State Water Resources Control Board, Division of Water Rights

P.O. BOX 2000, SACRAMENTO, CA 95812-2000

Info: (916) 341-5300, FAX: (916) 341-5400, Web: <http://www.waterrights.ca.gov>

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION
(GROUNDWATER RECORDATION PROGRAM)

G193314

2007

If the owner information below is wrong or missing, please correct.

OWNER(S) OF RECORD LITTLE ROCK SAND & GRAVEL INC

PRIMARY CONTACT OR AGENT FOR MAIL & REPORTING:

LITTLE ROCK SAND & GRAVEL INC
42220 10TH STREET WEST STE 101
LANCASTER, CA 93534

RECORDATION NO: G193314
CONTACT PHONE NO: (805) 942-0435

Owner's Designation of Well
GRANITE #2 MAIN ROCK
PLANT

State Well Number
05N11W-11D S

Parcel Number

DEADLINE: Notices must be received no later than June 30, 2007 in order to be recorded.

REQUIRED FEES: A filing fee of \$115.00 is required for each Annual Notice of Groundwater Extraction and Diversion. Check or money order should indicate your recordation number(s) and be made payable to: State Water Resources Control Board. Do not send cash.

PLEASE READ THE GENERAL INFORMATION ON THE REVERSE SIDE BEFORE COMPLETING THIS NOTICE

If the above information is inaccurate, please line it out in red and provide current information. Notify this office if ownership or address changes occur during the coming year.

1. TYPE OF DIVERSION ☐ Groundwater extraction or ☐ Surface diversion

2. OWNERSHIP. Person listed below is:

☐ Owner of land on which well or point of diversion is located, and is extracting/diverting water.

☐ Lessee of land on which well or point of diversion is located, and is extracting/diverting water.

☒ Owner of land, but lessee is extracting/diverting water.

☐ Other: Please explain: _____

3. AMOUNT OF GROUNDWATER EXTRACTED DURING CALENDAR YEAR →

4. AMOUNT OF SURFACE WATER DIVERTED DURING CALENDAR YEAR →

5. METHOD OF MEASUREMENT ☐ Water Meter ☐ Power Meter ☒ Non-metered or Estimated

6. TYPE OF WATER USE ☐ Agricultural ☐ Domestic or Municipal ☒ Other: Quarry operation

7. ACTION REQUESTED (Check one):

☐ Reopen file. (Fee required)

☐ Close this file. (No fee required)

☒ Record my water use. (Fee required)

☐ Do not record my water use but keep my name on mailing list. (No fee required)

| | |
|-----------------------------|---|
| 372 | <input checked="" type="checkbox"/> acre-feet |
| (Must be a specific number) | <input type="checkbox"/> cubic-feet |
| | <input type="checkbox"/> gallons |

| | |
|---------------------------------|-------------------------------------|
| Annual quantity _____ | <input type="checkbox"/> acre-feet |
| Season of diversion _____ | <input type="checkbox"/> cubic-feet |
| Begin _____ | <input type="checkbox"/> gallons |
| End _____ | |
| Maximum rate of diversion _____ | |

Transfer this file to: _____

Company Name: _____ (NEW OWNER'S FIRST NAME) (M. NAME) (LAST NAME)

Address: _____ (MAILING ADDRESS) (CITY) (STATE) (ZIP CODE)

Telephone: () _____ Effective Date: _____

8. SUPPLEMENTAL INFORMATION. Please list any changes in your project since last year (new pump, new land irrigation, new method of irrigation, etc.) or any other comments.

9. CERTIFICATION AND SIGNATURE: I certify that the foregoing statements are true and correct to the best of my knowledge.

Signature: George M. Lane Date: 5/30/08

Printed Name: George M Lane
(FIRST NAME) (M. NAME) (LAST NAME)

Company Name: Little Rock Sand & Gravel, Inc. THIS SPACE FOR OFFICE USE ONLY R. _____ AMT: _____

PLEASE COMPLETE. SUBMIT THE ORIGINAL AND MAKE A COPY FOR YOUR RECORDS

State of California, State Water Resources Control Board, Division of Water Rights

P.O. BOX 2000, SACRAMENTO, CA 95812-2000

Info: (916) 341-5300, FAX: (916) 341-5400, Web: <http://www.waterrights.ca.gov>

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION
(GROUNDWATER RECORDATION PROGRAM)

G193315

2007

If the owner information below is wrong or missing, please correct.

OWNER(S) OF RECORD LITTLE ROCK SAND & GRAVEL INC

PRIMARY CONTACT OR AGENT FOR MAIL & REPORTING:

LITTLE ROCK SAND & GRAVEL INC
42220 10TH STREET WEST STE 101
LANCASTER, CA 93534

RECORDATION NO: G193315
CONTACT PHONE NO: (805) 942-0435

Owner's Designation of Well
GRANITE #3 / SE FENCE
LINE

State Well Number
05N/11W-11D S

Parcel Number

DEADLINE: Notices must be received no later than June 30, 2007 in order to be recorded.

REQUIRED FEES: A filing fee of \$115.00 is required for each Annual Notice of Groundwater Extraction and Diversion. Check or money order should indicate your recordation number(s) and be made payable to: State Water Resources Control Board. Do not send cash.

PLEASE READ THE GENERAL INFORMATION ON THE REVERSE SIDE BEFORE COMPLETING THIS NOTICE

If the above information is inaccurate, please line it out in red and provide current information. Notify this office if ownership or address changes occur during the coming year.

1. TYPE OF DIVERSION ☐ Groundwater extraction or ☐ Surface diversion

2. OWNERSHIP. Person listed below is:

☐ Owner of land on which well or point of diversion is located, and is extracting/diverting water.

☐ Lessee of land on which well or point of diversion is located, and is extracting/diverting water.

☒ Owner of land, but lessee is extracting/diverting water.

☐ Other. Please explain: _____

3. AMOUNT OF GROUNDWATER EXTRACTED DURING CALENDAR YEAR →

4. AMOUNT OF SURFACE WATER DIVERTED DURING CALENDAR YEAR →

5. METHOD OF MEASUREMENT ☐ Water Meter ☐ Power Meter ☒ Non-metered or Estimated

6. TYPE OF WATER USE

☐ Agricultural ☐ Domestic or Municipal ☒ Other *Quarry operation*

7. ACTION REQUESTED (Check one):

☐ Reopen file. (Fee required)

☐ Close this file. (No fee required)

☒ Record my water use. (Fee required)

☐ Do not record my water use but keep my name on mailing list. (No fee required)

| | |
|-----------------------------|---|
| 290 | <input checked="" type="checkbox"/> acre-feet |
| (Must be a specific number) | <input type="checkbox"/> cubic-feet |
| | <input type="checkbox"/> gallons |

| | |
|---------------------------------|-------------------------------------|
| Annual quantity _____ | <input type="checkbox"/> acre-feet |
| Season of diversion _____ | <input type="checkbox"/> cubic-feet |
| Begin _____ | <input type="checkbox"/> gallons |
| End _____ | |
| Maximum rate of diversion _____ | |

Transfer this file to: _____

Company Name: _____ (NEW OWNER'S FIRST NAME) (M. NAME) (LAST NAME)

Address: _____ (MAILING ADDRESS) (CITY) (STATE) (ZIP CODE)

Telephone: () _____ Effective Date: _____

8. SUPPLEMENTAL INFORMATION. Please list any changes in your project since last year (new pump, new land irrigation, new method of irrigation, etc.) or any other comments.

9. CERTIFICATION AND SIGNATURE: I certify that the foregoing statements are true and correct to the best of my knowledge.

Signature: *George M Lane* Date: *5/30/08*

Printed Name: *George* *M* *Lane*
(FIRST NAME) (M. NAME) (LAST NAME)

Company Name: *Little Rock Sand & Gravel, Inc.* THIS SPACE FOR OFFICE USE ONLY R. _____ AMT: _____

PLEASE COMPLETE. SUBMIT THE ORIGINAL AND MAKE A COPY FOR YOUR RECORDS

State of California, State Water Resources Control Board, Division of Water Rights
P.O. BOX 2000, SACRAMENTO, CA 95812-2000

Info: (916) 341-5300, FAX: (916) 341-5400, Web: <http://www.waterrights.ca.gov>

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION
(GROUNDWATER RECORDATION PROGRAM)

G193313

2008

If the owner information below is wrong or missing, please correct.

OWNER(S) OF RECORD LITTLE ROCK SAND & GRAVEL INC

PRIMARY CONTACT OR AGENT FOR MAIL & REPORTING:

LITTLE ROCK SAND & GRAVEL INC
42220 10TH STREET WEST STE 101
LANCASTER, CA 93534

RECORDATION NO: G193313
CONTACT PHONE NO: (805) 942-0435

Owner's Designation of Well
GRANITE #1 - MAIN ROCK
PLANT

State Well Number
05N/11W-11D S

Parcel Number
3110-010-900

DEADLINE: Notices must be received no later than **June 30, 2009** in order to be recorded.

REQUIRED FEES: A filing fee of \$115.00 is required for each Annual Notice of Groundwater Extraction and Diversion. Check or money order should indicate your recordation number(s) and be made payable to: State Water Resources Control Board. Do not send cash.

PLEASE READ THE GENERAL INFORMATION ON THE REVERSE SIDE BEFORE COMPLETING THIS NOTICE

If the above information is inaccurate, please line it out in red and provide current information. Notify this office if ownership or address changes occur during the coming year.

1. **TYPE OF DIVERSION** ☐ Groundwater extraction or ☐ Surface diversion

2. **OWNERSHIP.** Person listed below is:

☐ Owner of land on which well or point of diversion is located, and is extracting/diverting water.

☐ Lessee of land on which well or point of diversion is located, and is extracting/diverting water.

☒ Owner of land, but lessee is extracting/diverting water.

☐ Other: Please explain: _____

3. **AMOUNT OF GROUNDWATER EXTRACTED DURING CALENDAR YEAR** →

4. **AMOUNT OF SURFACE WATER DIVERTED DURING CALENDAR YEAR** →

5. **METHOD OF MEASUREMENT** ☐ Water Meter ☐ Power Meter ☒ Non-metered or Estimated

6. **TYPE OF WATER USE** ☐ Agricultural ☐ Domestic or Municipal ☒ Other quarry operation

7. **ACTION REQUESTED (Check one):**

☐ Reopen file. (Fee required)

☐ Close this file. (No fee required)

☒ Record my water use. (Fee required)

☐ Do not record my water use but keep my name on mailing list. (No fee required)

| | |
|--|---|
| 735 | <input checked="" type="checkbox"/> acre-feet |
| | <input type="checkbox"/> cubic-feet |
| (Must be a specific number) <input type="checkbox"/> gallons | |

| | |
|---------------------------------|-------------------------------------|
| Annual quantity _____ | <input type="checkbox"/> acre-feet |
| Season of diversion _____ | <input type="checkbox"/> cubic-feet |
| Begin _____ | <input type="checkbox"/> gallons |
| End _____ | |
| Maximum rate of diversion _____ | |

Transfer this file to: _____

Company Name: _____ (NEW OWNER'S FIRST NAME) (M. NAME) (LAST NAME)

Address: _____ (MAILING ADDRESS) (CITY) (STATE) (ZIP CODE)

Telephone: () _____ Effective Date: _____

8. **SUPPLEMENTAL INFORMATION.** Please list any changes in your project since last year (new pump, new land irrigation, new method of irrigation, etc.) or any other comments.

9. **CERTIFICATION AND SIGNATURE:** I certify that the foregoing statements are true and correct to the best of my knowledge.

Signature: _____ Date: 5/7/09

Printed Name: _____ (FIRST NAME) (M. NAME) (LAST NAME)

COMPANY NAME: Little Rock Sand & Gravel Inc THIS SPACE FOR OFFICE USE ONLY R. _____ AMT: _____

PLEASE COMPLETE. SUBMIT THE ORIGINAL AND MAKE A COPY FOR YOUR RECORDS

State of California, State Water Resources Control Board, Division of Water Rights
P.O. BOX 2000, SACRAMENTO, CA 95812-2000

Info: (916) 341-5300, FAX: (916) 341-5400, Web: <http://www.waterrights.ca.gov>

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION
(GROUNDWATER RECORDATION PROGRAM)

G193314

2008

If the owner information below is wrong or missing, please correct.
OWNER(S) OF RECORD LITTLE ROCK SAND & GRAVEL INC

PRIMARY CONTACT OR AGENT FOR MAIL & REPORTING:

LITTLE ROCK SAND & GRAVEL INC
42220 10TH STREET WEST STE 101
LANCASTER, CA 93534

RECORDATION NO: G193314
CONTACT PHONE NO: (805) 942-0435

Owner's Designation of Well
GRANITE #2 MAIN ROCK
PLANT

State Well Number
05N/11W-11D S

Parcel Number

DEADLINE: Notices must be received no later than June 30, 2009 in order to be recorded.

REQUIRED FEES: A filing fee of \$115.00 is required for each Annual Notice of Groundwater Extraction and Diversion. Check or money order should indicate your recordation number(s) and be made payable to: State Water Resources Control Board. Do not send cash.

PLEASE READ THE GENERAL INFORMATION ON THE REVERSE SIDE BEFORE COMPLETING THIS NOTICE

If the above information is inaccurate, please line it out in red and provide current information. Notify this office if ownership or address changes occur during the coming year.

1. **TYPE OF DIVERSION** ☐ Groundwater extraction or ☐ Surface diversion
2. **OWNERSHIP.** Person listed below is:

- ☐ Owner of land on which well or point of diversion is located, and is extracting/diverting water.
☐ Lessee of land on which well or point of diversion is located, and is extracting/diverting water.
☒ Owner of land, but lessee is extracting/diverting water.
☐ Other: Please explain: _____

3. **AMOUNT OF GROUNDWATER EXTRACTED DURING CALENDAR YEAR** _____

4. **AMOUNT OF SURFACE WATER DIVERTED DURING CALENDAR YEAR** _____

5. **METHOD OF MEASUREMENT** ☐ Water Meter ☐ Power Meter ☒ Non-metered or Estimated

6. **TYPE OF WATER USE** ☐ Agricultural ☐ Domestic or Municipal ☐ Other quarry operation

7. **ACTION REQUESTED (Check one):**

- ☐ Reopen file. (Fee required)
☐ Close this file. (No fee required)
☒ Record my water use. (Fee required)
☐ Do not record my water use but keep my name on mailing list. (No fee required)

| | |
|-----------------------------|---|
| 355 | <input checked="" type="checkbox"/> acre-feet |
| | <input type="checkbox"/> cubic-feet |
| (Must be a specific number) | <input type="checkbox"/> gallons |

| | |
|---------------------------------|-------------------------------------|
| Annual quantity _____ | <input type="checkbox"/> acre-feet |
| Season of diversion _____ | <input type="checkbox"/> cubic-feet |
| Begin _____ | <input type="checkbox"/> gallons |
| End _____ | |
| Maximum rate of diversion _____ | |

Transfer this file to: _____

Company Name: _____ (NEW OWNER'S FIRST NAME) (M. NAME) (LAST NAME)

Address: _____

Telephone: () _____ (MAILING ADDRESS) (CITY) (STATE) (ZIP CODE)

Effective Date: _____

8. **SUPPLEMENTAL INFORMATION.** Please list any changes in your project since last year (new pump, new land irrigation, new method of irrigation, etc.) or any other comments.

9. **CERTIFICATION AND SIGNATURE:** I certify that the foregoing statements are true and correct to the best of my knowledge.

Signature: _____ Date: 5/7/09

Printed Name: George M. Lane
(FIRST NAME) (M. NAME) (LAST NAME)

COMPANY NAME: Little Rock Sand & Gravel Inc THIS SPACE FOR OFFICE USE ONLY R. _____ AMT: _____

PLEASE COMPLETE. SUBMIT THE ORIGINAL AND MAKE A COPY FOR YOUR RECORDS

State of California, State Water Resources Control Board, Division of Water Rights
P.O. BOX 2000, SACRAMENTO, CA 95812-2000

Info: (916) 341-5300, FAX: (916) 341-5400, Web: <http://www.waterrights.ca.gov>

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION
(GROUNDWATER RECORDATION PROGRAM)

G193315

2008

If the owner information below is wrong or missing, please correct.

OWNER(S) OF RECORD LITTLE ROCK SAND & GRAVEL INC

PRIMARY CONTACT OR AGENT FOR MAIL & REPORTING:

LITTLE ROCK SAND & GRAVEL INC
42220 10TH STREET WEST STE 101
LANCASTER, CA 93534

RECORDATION NO: G193315
CONTACT PHONE NO: (805) 942-0435

Owner's Designation of Well
GRANITE #3 / SE FENCE LINE

State Well Number
05N/11W-11D S

Parcel Number

DEADLINE: Notices must be received no later than June 30, 2009 in order to be recorded.

REQUIRED FEES: A filing fee of \$115.00 is required for each Annual Notice of Groundwater Extraction and Diversion. Check or money order should indicate your recordation number(s) and be made payable to: State Water Resources Control Board. Do not send cash.

PLEASE READ THE GENERAL INFORMATION ON THE REVERSE SIDE BEFORE COMPLETING THIS NOTICE

If the above information is inaccurate, please line it out in red and provide current information. Notify this office if ownership or address changes occur during the coming year.

1. TYPE OF DIVERSION ☐ Groundwater extraction or ☐ Surface diversion

2. OWNERSHIP. Person listed below is:

☐ Owner of land on which well or point of diversion is located, and is extracting/diverting water.

☐ Lessee of land on which well or point of diversion is located, and is extracting/diverting water.

☐ Owner of land, but lessee is extracting/diverting water.

☐ Other: Please explain: _____

3. AMOUNT OF GROUNDWATER EXTRACTED DURING CALENDAR YEAR →

4. AMOUNT OF SURFACE WATER DIVERTED DURING CALENDAR YEAR →

5. METHOD OF MEASUREMENT ☐ Water Meter ☐ Power Meter ☒ Non-metered or Estimated

6. TYPE OF WATER USE ☐ Agricultural ☐ Domestic or Municipal ☒ Other: Quarry operation

7. ACTION REQUESTED (Check one):

☐ Reopen file. (Fee required)

☐ Close this file. (No fee required)

☒ Record my water use. (Fee required)

☐ Do not record my water use but keep my name on mailing list. (No fee required)

| | |
|--|---|
| 280 | <input checked="" type="checkbox"/> acre-feet |
| | <input type="checkbox"/> cubic-feet |
| (Must be a specific number) <input type="checkbox"/> gallons | |

| | |
|---------------------------------|-------------------------------------|
| Annual quantity _____ | <input type="checkbox"/> acre-feet |
| Season of diversion _____ | <input type="checkbox"/> cubic-feet |
| Begin _____ | <input type="checkbox"/> gallons |
| End _____ | |
| Maximum rate of diversion _____ | |

Transfer this file to: _____

Company Name: _____ (NEW OWNER'S FIRST NAME) (M. NAME) (LAST NAME)

Address: _____ (MAILING ADDRESS) (CITY) (STATE) (ZIP CODE)

Telephone: () _____ Effective Date: _____

8. SUPPLEMENTAL INFORMATION. Please list any changes in your project since last year (new pump, new land irrigation, new method of irrigation, etc.) or any other comments.

9. CERTIFICATION AND SIGNATURE: I certify that the foregoing statements are true and correct to the best of my knowledge.

Signature: _____ Date: 5/7/09

Printed Name: CAPORAL M. Lane
(FIRST NAME) (M. NAME) (LAST NAME)

COMPANY NAME: Little Rock Sand & Gravel Inc THIS SPACE FOR OFFICE USE ONLY R. _____ AMT: _____

PLEASE COMPLETE. SUBMIT THE ORIGINAL AND MAKE A COPY FOR YOUR RECORDS

State of California, State Water Resources Control Board, Division of Water Rights
P.O. BOX 2000, SACRAMENTO, CA 95812-2000

Info: (916) 341-5300, FAX: (916) 341-5400, Web: <http://www.waterrights.ca.gov>

ANNUAL NOTICE OF EXTRACTION AND DIVERSION OF WATER
(GROUNDWATER RECORDATION PROGRAM)

G193313

2009

If the owner information below is wrong or missing, please correct.
PRIMARY OWNER OF RECORD LITTLE ROCK SAND & GRAVEL INC

Lat - 34.54085195
Long - -118.0077867

TIN, RIW, SBBM

PRIMARY CONTACT OR AGENT FOR MAIL & REPORTING:

LITTLE ROCK SAND & GRAVEL INC
42220 10TH STREET WEST STE 101
LANCASTER, CA 93534

COPY

RECORDATION NO: G193313
CONTACT PHONE NO: (905)942-0435

Owner's Designation of Well
GRANITE #1 - MAIN ROCK
PLANT

State Well Number
05N/11W-11D S

Parcel Number
3110-010-900

DEADLINE: Notices must be received no later than June 30, 2010 in order to be recorded.

REQUIRED FEES: A filing fee of \$50.00 is required for each Annual Notice of Groundwater Extraction and Diversion. Check or money order should indicate your recordation number(s) and be made payable to: State Water Resources Control Board. Do not send cash.

PLEASE READ THE GENERAL INFORMATION ON THE REVERSE SIDE BEFORE COMPLETING THIS NOTICE

If the above information is inaccurate, please line it out in red and provide current information. Notify this office if ownership or address changes occur during the coming year.

1. TYPE OF DIVERSION ☒ Groundwater extraction or ☐ Surface diversion

2. OWNERSHIP. Person listed below is:

- ☐ Owner of land on which well or point of diversion is located, and is extracting/diverting water.
☐ Lessee of land on which well or point of diversion is located, and is extracting/diverting water.
☒ Owner of land, but lessee is extracting/diverting water.
☐ Other: Please explain: _____

3. AMOUNT OF GROUNDWATER EXTRACTED DURING CALENDAR YEAR →

4. AMOUNT OF SURFACE WATER DIVERTED DURING CALENDAR YEAR →

5. METHOD OF MEASUREMENT ☐ Water Meter ☐ Power Meter ☒ Non-metered or Estimated

6. TYPE OF WATER USE ☐ Agricultural ☐ Domestic or Municipal ☒ Other: quarry operations

7. ACTION REQUESTED (Check one):

- ☐ Reopen file. (Fee required)
☐ Close this file. (No fee required)
☒ Record my water use. (Fee required)
☐ Do not record my water use but keep my name on mailing list. (No fee required)

808
(Must be a specific number)

☒ acre-feet
☐ cubic-feet
☐ gallons

Annual quantity _____
Season of diversion _____
Begin _____
End _____
Maximum rate of diversion _____

☐ acre-feet
☐ cubic-feet
☐ gallons

Transfer this file to:

(NEW OWNER'S FIRST NAME)

(M. NAME)

(LAST NAME)

Company Name: _____

Address: _____

(MAILING ADDRESS)

(CITY)

(STATE)

(ZIP CODE)

Telephone: () _____

Effective Date: _____

8. SUPPLEMENTAL INFORMATION. Please list any changes in your project since last year (new pump, new land irrigation, new method of irrigation, etc.) or any other comments.

9. CERTIFICATION AND SIGNATURE: I certify that the foregoing statements are true and correct to the best of my knowledge.

Signature: _____

Date 4-16-10

Printed Name _____

George
(FIRST NAME)

M

(M. NAME)

Lane
(LAST NAME)

Company Name: Little Rock Sand & Gravel Inc

THIS SPACE FOR OFFICE USE ONLY

R. _____

AMT: _____

(Continues on reverse)

Please Detach This Portion

To file this report electronically, please go to http://ciwqs.waterboards.ca.gov/ewrims/ewrims_online_reporting/login.jsp and log-in using the Water Right ID and Password provided below:

Water Right ID: G193313
Password: 5D9H7U

After logging-in, you will be able to change your password by selecting the "Change E-mail or Password" link at the top of the screen. To complete your report for the current year, select the link to the year 2009. You can also complete reports for previous years by selecting "Submit a Report for a Year not Shown Above".

LRSG 00037

PLEASE COMPLETE. SUBMIT THE ORIGINAL AND MAKE A COPY FOR YOUR RECORDS
State of California, State Water Resources Control Board, Division of Water Rights
P.O. BOX 2000, SACRAMENTO, CA 95812-2000
Info: (916) 341-5300, FAX: (916) 341-5400, Web: <http://www.waterrights.ca.gov>
ANNUAL NOTICE OF EXTRACTION AND DIVERSION OF WATER
(GROUNDWATER RECORDATION PROGRAM)

G193314
2009

If the owner information below is wrong or missing, please correct.
PRIMARY OWNER OF RECORD LITTLE ROCK SAND & GRAVEL INC

Lat. - 34.54085195
Long - -118.0077867

STILL IN R/W, SBBM
CCTB

PRIMARY CONTACT OR AGENT FOR MAIL & REPORTING:

LITTLE ROCK SAND & GRAVEL INC
42220 10TH STREET WEST STE 101
LANCASTER, CA 93534

RECORDATION NO: G193314
CONTACT PHONE NO: (805)942-0435

Owner's Designation of Well
GRANITE #2 MAIN ROCK
PLANT

State Well Number
05N/11W-11D S

Parcel Number

DEADLINE: Notices must be received no later than June 30, 2010 in order to be recorded.

REQUIRED FEES: A filing fee of \$50.00 is required for each Annual Notice of Groundwater Extraction and Diversion. Check or money order should indicate your recordation number(s) and be made payable to: State Water Resources Control Board. Do not send cash.

PLEASE READ THE GENERAL INFORMATION ON THE REVERSE SIDE BEFORE COMPLETING THIS NOTICE

If the above information is inaccurate, please line it out in red and provide current information. Notify this office if ownership or address changes occur during the coming year.

1. TYPE OF DIVERSION ☐ Groundwater extraction or ☐ Surface diversion

2. OWNERSHIP. Person listed below is:

☒ Owner of land on which well or point of diversion is located, and is extracting/diverting water.

☐ Lessee of land on which well or point of diversion is located, and is extracting/diverting water.

☐ Owner of land, but lessee is extracting/diverting water.

☐ Other. Please explain:

3. AMOUNT OF GROUNDWATER EXTRACTED DURING CALENDAR YEAR

4. AMOUNT OF SURFACE WATER DIVERTED DURING CALENDAR YEAR

5. METHOD OF MEASUREMENT ☐ Water Meter ☐ Power Meter ☒ Non-metered or Estimated

6. TYPE OF WATER USE ☐ Agricultural ☐ Domestic or Municipal ☒ Other: Quarry operations

7. ACTION REQUESTED (Check one):

☐ Reopen file. (Fee required)

☐ Close this file. (No fee required)

☒ Record my water use. (Fee required)

☐ Do not record my water use but keep my name on mailing list. (No fee required)

401 ☒ acre-feet
(Must be a specific number) ☐ cubic-feet
☐ gallons

☐ acre-feet
☐ cubic-feet
☐ gallons
Annual quantity _____
Season of diversion _____
Begin _____
End _____
Maximum rate of diversion _____

Transfer this file to:

Company Name: _____ (NEW OWNER'S FIRST NAME) (M. NAME) (LAST NAME)

Address: _____ (MAILING ADDRESS) (CITY) (STATE) (ZIP CODE)

Telephone: () _____ Effective Date: _____

8. SUPPLEMENTAL INFORMATION. Please list any changes in your project since last year (new pump, new land irrigation, new method of Irrigation, etc.) or any other comments.

9. CERTIFICATION AND SIGNATURE: I certify that the foregoing statements are true and correct to the best of my knowledge.

Signature: _____ Date: 4-16-10

Printed Name: George M. Lane
(FIRST NAME) (M. NAME) (LAST NAME)

Company Name: Little Rock Sand & Gravel Inc

THIS SPACE FOR OFFICE USE ONLY

R. _____ AMT: _____

(Continues on reverse)

Please Detach This Portion

To file this report electronically, please go to http://clwqs.waterboards.ca.gov/ewrims/ewrims_online_reporting/login.jsp and log-in using the Water Right ID and Password provided below:

Water Right ID: G193314
Password: 5D9H7U

After logging-in, you will be able to change your password by selecting the "Change E-mail or Password" link at the top of the screen. To complete your report for the current year, select the link to the year 2009. You can also complete reports for previous years by selecting "Submit a Report for a Year not Shown Above".

LRSG 00038

PLEASE COMPLETE. SUBMIT THE ORIGINAL AND MAKE A COPY FOR YOUR RECORDS

State of California, State Water Resources Control Board, Division of Water Rights
P.O. BOX 2000, SACRAMENTO, CA 95812-2000

Info: (916) 341-5300, FAX: (916) 341-5400, Web: <http://www.waterrights.ca.gov>

ANNUAL NOTICE OF EXTRACTION AND DIVERSION OF WATER
(GROUNDWATER RECORDATION PROGRAM)

G193315

2009

If the owner information below is wrong or missing, please correct.
PRIMARY OWNER OF RECORD LITTLE ROCK SAND & GRAVEL INC

S11T5N R11W SBBM
SECTION

Lat - 34.54085195
Long - -118.0077867

PRIMARY CONTACT OR AGENT FOR MAIL & REPORTING:

LITTLE ROCK SAND & GRAVEL INC
42220 10TH STREET WEST STE 101
LANCASTER, CA 93534

RECORDATION NO: G193315
CONTACT PHONE NO: (805)942-0435

Owner's Designation of Well
GRANITE #3 / SE FENCE
LINE

State Well Number
05N11W-11D S

Parcel Number

DEADLINE: Notices must be received no later than June 30, 2010 in order to be recorded.

REQUIRED FEES: A filing fee of \$50.00 is required for each Annual Notice of Groundwater Extraction and Diversion. Check or money order should indicate your recordation number(s) and be made payable to: State Water Resources Control Board. Do not send cash.

PLEASE READ THE GENERAL INFORMATION ON THE REVERSE SIDE BEFORE COMPLETING THIS NOTICE

If the above information is inaccurate, please line it out in red and provide current information. Notify this office if ownership or address changes occur during the coming year.

1. **TYPE OF DIVERSION** ☐ Groundwater extraction or ☐ Surface diversion

2. **OWNERSHIP. Person listed below is:**

- ☒ Owner of land on which well or point of diversion is located, and is extracting/diverting water.
☐ Lessee of land on which well or point of diversion is located, and is extracting/diverting water.
☐ Owner of land, but lessee is extracting/diverting water.
☐ Other: Please explain: _____

3. **AMOUNT OF GROUNDWATER EXTRACTED DURING CALENDAR YEAR** →

4. **AMOUNT OF SURFACE WATER DIVERTED DURING CALENDAR YEAR** →

5. **METHOD OF MEASUREMENT** ☐ Water Meter ☐ Power Meter ☒ Non-metered or Estimated

6. **TYPE OF WATER USE** ☐ Agricultural ☐ Domestic or Municipal ☒ Other: quarry operation

7. **ACTION REQUESTED (Check one):**

- ☐ Reopen file. (Fee required)
☐ Close this file. (No fee required)
☒ Record my water use. (Fee required)
☐ Do not record my water use but keep my name on mailing list. (No fee required)

308
(Must be a specific number)

☒ acre-feet
☐ cubic-feet
☐ gallons

☐ acre-feet
☐ cubic-feet
☐ gallons
Annual quantity _____
Season of diversion _____
Begin _____
End _____
Maximum rate of diversion _____

Transfer this file to:

Company Name: _____ (NEW OWNER'S FIRST NAME) (M. NAME) (LAST NAME)

Address: _____ (MAILING ADDRESS)

Telephone: () _____ Effective Date: _____ (CITY) (STATE) (ZIP CODE)

8. **SUPPLEMENTAL INFORMATION.** Please list any changes in your project since last year (new pump, new land irrigation, new method of irrigation, etc.) or any other comments.

9. **CERTIFICATION AND SIGNATURE:** I certify that the foregoing statements are true and correct to the best of my knowledge.

Signature: _____ Date: 4-16-10

Printed Name: George M. Lane
(FIRST NAME) (M. NAME) (LAST NAME)

Company Name: Little Rock Sand & Gravel Inc

THIS SPACE FOR OFFICE USE ONLY R. AMT:

(Continues on reverse)

Please Detach This Portion

To file this report electronically, please go to http://ciwqs.waterboards.ca.gov/ewrims/ewrims_online_reporting/login.jsp and log-in using the Water Right ID and Password provided below:

Water Right ID: G193315
Password: 5D9H7U

After logging-in, you will be able to change your password by selecting the "Change E-mail or Password" link at the top of the screen. To complete your report for the current year, select the link to the year 2009. You can also complete reports for previous years by selecting "Submit a Report for a Year not Shown Above".

LRSG 00039

[FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2010

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
Recordation Number: G193313
Date Submitted: 2011-10-06

| Reporting to a Local Agency | |
|-----------------------------|--|
| Local Agency | Submitter does not report to a local agency. |

| Type(s) of Diversion | |
|------------------------|----------------|
| Groundwater Extraction | > 25 acre-feet |
| Surface Diversion | None |

| Ownership Type of Owner(s) on Record | |
|--------------------------------------|--|
| Ownership Type | Lessee of land on which well or point of diversion is located, and is extracting/diverting water |

| Amount of Groundwater Extracted During Calendar Year | |
|--|---------------|
| Amount Extracted | 808 Acre-Feet |

| Amount of Surface Water Diverted or Used | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| Maximum Rate of Surface Water Diversion | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| Method of Measurement | |
|-----------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |

| Purpose(s) of Use | |
|-------------------|-------------------|
| Other | QUARRY OPERATIONS |

| Action Requested | |
|------------------|---------------------|
| Action Requested | Record my water use |

| Supplemental Information | |
|--------------------------|--|
| Supplemental Information | |

| Attachments | |
|----------------|------|
| File Name | Size |
| No Attachments | |

| Contact Information of the Person Submitting the Form | |
|---|--------|
| First Name | GEORGE |
| Last Name | LANE |
| I read the above and agree | Yes |

[FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2010

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
Recordation Number: G193314
Date Submitted: 2011-10-06

| Reporting to a Local Agency | |
|-----------------------------|--|
| Local Agency | Submitter does not report to a local agency. |

| Type(s) of Diversion | |
|------------------------|----------------|
| Groundwater Extraction | > 25 acre-feet |
| Surface Diversion | None |

| Ownership Type of Owner(s) on Record | |
|--------------------------------------|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |

| Amount of Groundwater Extracted During Calendar Year | |
|--|---------------|
| Amount Extracted | 401 Acre-Feet |

| Amount of Surface Water Diverted or Used | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| Maximum Rate of Surface Water Diversion | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| Method of Measurement | |
|-----------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |

| Purpose(s) of Use | |
|-------------------|-------------------|
| Other | QUARRY OPERATIONS |

| Action Requested | |
|------------------|---------------------|
| Action Requested | Record my water use |

| Supplemental Information | |
|--------------------------|--|
| Supplemental Information | |

| Attachments | |
|----------------|------|
| File Name | Size |
| No Attachments | |

| Contact Information of the Person Submitting the Form | |
|---|--------|
| First Name | GEORGE |
| Last Name | LANE |
| I read the above and agree | Yes |

[FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2010

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
Recordation Number: G193315
Date Submitted: 2011-10-06

| Reporting to a Local Agency | |
|-----------------------------|--|
| Local Agency | Submitter does not report to a local agency. |

| Type(s) of Diversion | |
|------------------------|----------------|
| Groundwater Extraction | > 25 acre-feet |
| Surface Diversion | None |

| Ownership Type of Owner(s) on Record | |
|--------------------------------------|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |

| Amount of Groundwater Extracted During Calendar Year | |
|--|---------------|
| Amount Extracted | 308 Acre-Feet |

| Amount of Surface Water Diverted or Used | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| Maximum Rate of Surface Water Diversion | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| Method of Measurement | |
|-----------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |

| Purpose(s) of Use | |
|-------------------|-------------------|
| Other | QUARRY OPERATIONS |

| Action Requested | |
|------------------|---------------------|
| Action Requested | Record my water use |

| Supplemental Information | |
|--------------------------|--|
| Supplemental Information | |

| Attachments | |
|----------------|------|
| File Name | Size |
| No Attachments | |

| Contact Information of the Person Submitting the Form | |
|---|--------|
| First Name | GEORGE |
| Last Name | LANE |
| I read the above and agree | Yes |

[FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2011

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
 Recordation Number: G193313
 Date Submitted: 2012-03-14

*Granite #1
main rock plant*

| 1. Reporting to a Local Agency | |
|--------------------------------|--|
| Local Agency | Submitter does not report to a local agency. |

| 2. Type(s) of Diversion | |
|---------------------------|----------------|
| a. Groundwater Extraction | > 25 acre-feet |
| b. Surface Diversion | None |

| 3. Ownership Type of Owner(s) on Record | |
|---|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |

| 4. Amount of Groundwater Extracted During Calendar Year | |
|---|---------------|
| Amount Extracted | 810 Acre-Feet |

| 5. Amount of Surface Water Diverted or Used | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 5d. Maximum Rate of Surface Water Diversion | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 6. Method of Measurement | |
|--------------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |

| 7. Type(s) of Use | |
|-------------------|-------------------|
| Other | quarry operations |

| 8. Action Requested | |
|---------------------|---------------------|
| Action Requested | Record my water use |

| 9. Supplemental Information | |
|-----------------------------|--|
| Supplemental Information | |

| Attachments | | |
|----------------|-------------|------|
| File Name | Description | Size |
| No Attachments | | |

| Contact Information of the Person Submitting the Form | |
|---|--------|
| First Name | Pat |
| Last Name | Arnold |
| Relation to Water Right | Other |
| I read the above and agree | Yes |

[FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2011

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
 Recordation Number: G193314
 Date Submitted: 2012-03-14

Grante #2 - shop

| 1. Reporting to a Local Agency | |
|--------------------------------|--|
| Local Agency | Submitter does not report to a local agency. |

| 2. Type(s) of Diversion | |
|---------------------------|-------------------------------|
| a. Groundwater Extraction | > 25 acre-feet (3050-028-015) |
| b. Surface Diversion | None |

| 3. Ownership Type of Owner(s) on Record | |
|---|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |

| 4. Amount of Groundwater Extracted During Calendar Year | |
|---|---------------|
| Amount Extracted | 401 Acre-Feet |

| 5. Amount of Surface Water Diverted or Used | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 5d. Maximum Rate of Surface Water Diversion | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 6. Method of Measurement | |
|--------------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |

| 7. Type(s) of Use | |
|-------------------|-------------------|
| Other | quarry operations |

| 8. Action Requested | |
|---------------------|---------------------|
| Action Requested | Record my water use |

| 9. Supplemental Information | |
|-----------------------------|--|
| Supplemental Information | |

| Attachments | | |
|----------------|-------------|------|
| File Name | Description | Size |
| No Attachments | | |

| Contact Information of the Person Submitting the Form | |
|---|--------|
| First Name | Pat |
| Last Name | Arnold |
| Relation to Water Right | Other |
| I read the above and agree | Yes |

[FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2011

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
Recordation Number: G193315
Date Submitted: 2012-03-14

Gravite #3
SE Fence line
pit

| 1. Reporting to a Local Agency | |
|--------------------------------|--|
| Local Agency | Submitter does not report to a local agency. |

| 2. Type(s) of Diversion | |
|---------------------------|------------------------------------|
| a. Groundwater Extraction | > 25 acre-feet <i>3050-022-010</i> |
| b. Surface Diversion | None |

| 3. Ownership Type of Owner(s) on Record | |
|---|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |

| 4. Amount of Groundwater Extracted During Calendar Year | |
|---|---------------|
| Amount Extracted | 308 Acre-Feet |

| 5. Amount of Surface Water Diverted or Used | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 5d. Maximum Rate of Surface Water Diversion | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 6. Method of Measurement | |
|--------------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |

| 7. Type(s) of Use | |
|-------------------|-------------------|
| Other | quarry operations |

| 8. Action Requested | |
|---------------------|---------------------|
| Action Requested | Record my water use |

| 9. Supplemental Information | |
|-----------------------------|--|
| Supplemental Information | |

| Attachments | | |
|----------------|------------|------|
| File Name | Descripton | Size |
| No Attachments | | |

| Contact Information of the Person Submitting the Form | |
|---|--------|
| First Name | Pat |
| Last Name | Arnold |
| Relation to Water Right | Other |
| I read the above and agree | Yes |

[SUMMARY OF FINAL SUBMITTED VERSION]

3 wells

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2012

Primary Owner: LITTLE ROCK SAND & GRAVEL INC

Recordation Number: G193313

Date Submitted: 2013-05-08

Granite #1
Little Rock
plant

1. Reporting to a Local Agency

| | |
|--------------|--|
| Local Agency | Submitter does not report to a local agency. |
|--------------|--|

2. Type(s) of Diversion

| | |
|---------------------------|----------------|
| a. Groundwater Extraction | > 25 acre-feet |
| b. Surface Diversion | None |

3. Ownership Type of Owner(s) on Record

| | |
|----------------|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |
|----------------|---|

4. Amount of Groundwater Extracted During Calendar Year

| | |
|------------------|---------------|
| Amount Extracted | 141 Acre-Feet |
|------------------|---------------|

COPY

5. Amount of Surface Water Diverted or Used

| |
|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. |
|--|

5d. Maximum Rate of Surface Water Diversion

| |
|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. |
|--|

6. Method of Measurement

| | |
|-----------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |
|-----------------------|--------------------------|

7. Type(s) of Use

| | |
|-------|-------------------|
| Other | QUARRY OPERATIONS |
|-------|-------------------|

8. Action Requested

| | |
|------------------|---------------------|
| Action Requested | Record my water use |
|------------------|---------------------|

9. Supplemental Information

| | |
|--------------------------|--|
| Supplemental Information | |
|--------------------------|--|

Attachments

| File Name | Description | Size |
|----------------|-------------|------|
| No Attachments | | |

Contact Information of the Person Submitting the Form

| | |
|---|--------|
| First Name | George |
| Last Name | Lane |
| Relation to Water Right | |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge | Yes |

[SUMMARY OF FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2012

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
 Recordation Number: G193314
 Date Submitted: 2013-05-08

*Gravite # 2
Step*

1. Reporting to a Local Agency

| | |
|--------------|--|
| Local Agency | Submitter does not report to a local agency. |
|--------------|--|

2. Type(s) of Diversion

| | |
|---------------------------|----------------|
| a. Groundwater Extraction | > 25 acre-feet |
| b. Surface Diversion | None |

3. Ownership Type of Owner(s) on Record

| | |
|----------------|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |
|----------------|---|

4. Amount of Groundwater Extracted During Calendar Year

| | |
|------------------|---------------|
| Amount Extracted | 141 Acre-Feet |
|------------------|---------------|

5. Amount of Surface Water Diverted or Used

| | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |
|--|--|

5d. Maximum Rate of Surface Water Diversion

| | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |
|--|--|

6. Method of Measurement

| | |
|-----------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |
|-----------------------|--------------------------|

7. Type(s) of Use

| | |
|-------|-------------------|
| Other | QUARRY OPERATIONS |
|-------|-------------------|

8. Action Requested

| | |
|------------------|---------------------|
| Action Requested | Record my water use |
|------------------|---------------------|

9. Supplemental Information

| | |
|--------------------------|--|
| Supplemental Information | |
|--------------------------|--|

Attachments

| File Name | Description | Size |
|----------------|-------------|------|
| No Attachments | | |

Contact Information of the Person Submitting the Form

| | |
|---|--------|
| First Name | George |
| Last Name | Lane |
| Relation to Water Right | |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge | Yes |

[SUMMARY OF FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2012

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
 Recordation Number: G193315
 Date Submitted: 2013-05-08

*Grantee # 3
 SE Fence line*

1. Reporting to a Local Agency

| | |
|--------------|--|
| Local Agency | Submitter does not report to a local agency. |
|--------------|--|

2. Type(s) of Diversion

| | |
|---------------------------|----------------|
| a. Groundwater Extraction | > 25 acre-feet |
| b. Surface Diversion | None |

3. Ownership Type of Owner(s) on Record

| | |
|----------------|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |
|----------------|---|

4. Amount of Groundwater Extracted During Calendar Year

| | |
|------------------|---------------|
| Amount Extracted | 141 Acre-Feet |
|------------------|---------------|

5. Amount of Surface Water Diverted or Used

| | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |
|--|--|

5d. Maximum Rate of Surface Water Diversion

| | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |
|--|--|

6. Method of Measurement

| | |
|-----------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |
|-----------------------|--------------------------|

7. Type(s) of Use

| | |
|-------|-------------------|
| Other | qUARRY OPERATIONS |
|-------|-------------------|

8. Action Requested

| | |
|------------------|---------------------|
| Action Requested | Record my water use |
|------------------|---------------------|

9. Supplemental Information

| | |
|--------------------------|--|
| Supplemental Information | |
|--------------------------|--|

Attachments

| File Name | Description | Size |
|----------------|-------------|------|
| No Attachments | | |

Contact Information of the Person Submitting the Form

| | |
|---|--------|
| First Name | George |
| Last Name | Lane |
| Relation to Water Right | |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge | Yes |

[SUMMARY OF FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2013

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
 Recordation Number: G193313
 Date Submitted: 2014-06-06

3 wells
 Granite #1
 main rock
 plant

1. Reporting to a Local Agency

Local Agency Submitter does not report to a local agency.

2. Type(s) of Diversion

a. Groundwater Extraction > 25 acre-feet
 b. Surface Diversion None

3. Ownership Type of Owner(s) on Record

Ownership Type Owner of land, but lessee is extracting/diverting water

4. Amount of Groundwater Extracted During Calendar Year

Amount Extracted 141 Acre-Feet

5. Amount of Surface Water Diverted or Used

Not applicable; Surface Diversion was not chosen as a type of diversion.

5d. Maximum Rate of Surface Water Diversion

Not applicable; Surface Diversion was not chosen as a type of diversion.

6. Method of Measurement

Method of Measurement Non-metered or Estimated

7. Type(s) of Use

Other quarry operations

8. Action Requested

Action Requested Record my water use

9. Supplemental Information

Supplemental Information

Attachments

| File Name | Description | Size |
|-----------|-------------|------|
|-----------|-------------|------|

No Attachments

Contact Information of the Person Submitting the Form

| | |
|-------------------------|-------------------------|
| First Name | george |
| Last Name | lane |
| Relation to Water Right | Primary Owner of Record |

| | |
|---|-----|
| Has read the form and agrees the information in the report is true to the best of his/her knowledge | Yes |
|---|-----|

[SUMMARY OF FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2013

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
 Recordation Number: G193314
 Date Submitted: 2014-06-06

Granite #2 shop

1. Reporting to a Local Agency

| | |
|--------------|--|
| Local Agency | Submitter does not report to a local agency. |
|--------------|--|

2. Type(s) of Diversion

| | |
|---------------------------|----------------|
| a. Groundwater Extraction | > 25 acre-feet |
| b. Surface Diversion | None |

3. Ownership Type of Owner(s) on Record

| | |
|----------------|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |
|----------------|---|

4. Amount of Groundwater Extracted During Calendar Year

| | |
|------------------|---------------|
| Amount Extracted | 141 Acre-Feet |
|------------------|---------------|

5. Amount of Surface Water Diverted or Used

| |
|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. |
|--|

5d. Maximum Rate of Surface Water Diversion

| |
|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. |
|--|

6. Method of Measurement

| | |
|-----------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |
|-----------------------|--------------------------|

7. Type(s) of Use

| | |
|-------|-------------------|
| Other | quarry operations |
|-------|-------------------|

8. Action Requested

| | |
|------------------|---------------------|
| Action Requested | Record my water use |
|------------------|---------------------|

9. Supplemental Information

| | |
|--------------------------|--|
| Supplemental Information | |
|--------------------------|--|

Attachments

| File Name | Description | Size |
|----------------|-------------|------|
| No Attachments | | |

Contact Information of the Person Submitting the Form

| | |
|---|-------------------------|
| First Name | GEORGE |
| Last Name | LANE |
| Relation to Water Right | Primary Owner of Record |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge | Yes |

[SUMMARY OF FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2013

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
 Recordation Number: G193315
 Date Submitted: 2014-06-06

*Prints # 3.
SE Fence line*

| 1. Reporting to a Local Agency | |
|--------------------------------|--|
| Local Agency | Submitter does not report to a local agency. |

| 2. Type(s) of Diversion | |
|---------------------------|----------------|
| a. Groundwater Extraction | > 25 acre-feet |
| b. Surface Diversion | None |

| 3. Ownership Type of Owner(s) on Record | |
|---|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |

| 4. Amount of Groundwater Extracted During Calendar Year | |
|---|---------------|
| Amount Extracted | 141 Acre-Feet |

| 5. Amount of Surface Water Diverted or Used | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 5d. Maximum Rate of Surface Water Diversion | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 6. Method of Measurement | |
|--------------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |

| 7. Type(s) of Use | |
|-------------------|-------------------|
| Other | QUARRY OPERATIONS |

| 8. Action Requested | |
|---------------------|---------------------|
| Action Requested | Record my water use |

| 9. Supplemental Information | |
|-----------------------------|--|
| Supplemental Information | |

| Attachments | | |
|----------------|-------------|------|
| File Name | Description | Size |
| No Attachments | | |

| Contact Information of the Person Submitting the Form | |
|---|-------------------------|
| First Name | GEORGE |
| Last Name | LANE |
| Relation to Water Right | Primary Owner of Record |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge | Yes |

[SUMMARY OF FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2014

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
 Recordation Number: G193313
 Date Submitted: 2015-04-30

FILE COPY

1. Reporting to a Local Agency

| | |
|--------------|--|
| Local Agency | Submitter does not report to a local agency. |
|--------------|--|

2. Type(s) of Diversion

| | |
|---------------------------|----------------|
| a. Groundwater Extraction | > 25 acre-feet |
| b. Surface Diversion | None |

3. Ownership Type of Owner(s) on Record

| | |
|----------------|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |
|----------------|---|

4. Amount of Groundwater Extracted During Calendar Year

| | |
|------------------|---------------|
| Amount Extracted | 141 Acre-Feet |
|------------------|---------------|

5. Amount of Surface Water Diverted or Used

| | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |
|--|--|

5d. Maximum Rate of Surface Water Diversion

| | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |
|--|--|

6. Method of Measurement

| | |
|-----------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |
|-----------------------|--------------------------|

7. Type(s) of Use

| | |
|-------|-------------------|
| Other | quarry operations |
|-------|-------------------|

8. Action Requested

| | |
|------------------|---------------------|
| Action Requested | Record my water use |
|------------------|---------------------|

9. Supplemental Information

| | |
|--------------------------|--|
| Supplemental Information | |
|--------------------------|--|

Attachments

| File Name | Description | Size |
|----------------|-------------|------|
| No Attachments | | |

Contact Information of the Person Submitting the Form

| | |
|---|-------------------------|
| First Name | George |
| Last Name | Lane |
| Relation to Water Right | Primary Owner of Record |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge | Yes |



State Water Resources Control Board

NOTICE TO GROUNDWATER EXTRACTOR

January 30, 2015

Designated Contact or Agent:

Little Rock Sand & Gravel Inc
42220 10Th St., W, Ste 101
Lancaster, CA 93534

Primary Owner: Little Rock Sand & Gravel Inc

Recordation ID: G193313

Located in: Los Angeles

ANNUAL REPORT OF GROUNDWATER EXTRACTION

The California Water Code sections 4999 through 5009 authorize the State Water Resources Control Board (State Water Board) to require annual reports of groundwater extractions. The California Water Code chapter 2.7, section 348 authorizes the State Water Board to require online reporting of water diversions. The State Water Board, Division of Water Rights (Division) developed a new online Report Management System (RMS) as a component of the enhanced Water Right Information Management System (eWRIMS). RMS allows you to electronically submit your groundwater extraction report, saving both paper and resources. **All reports must be completed online through RMS; paper copies are not available.** To report online, go to www.waterboards.ca.gov/rms and login with your user ID and password. The information required to login and access your online Groundwater Extraction Report is:

User ID (Water Right ID): **G193313**

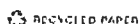
Password (Reporting Identifier): **802754**

The report is associated with the well designation of **GRANITE #1 - MAIN ROCK PLANT**. Information about the source, parcel number, county and other summary information is pre-populated on the associated online form if the information is available.

You are required to complete the online report for 2014 no later than **June 30, 2015**. You may also submit your record of extraction or diversion and use for previous years using RMS. An annual filing fee of \$50 required for each report filed. Although there is no penalty for failure to file, **failure to file within the specified time period or non-payment of the annual fee is considered a nonuse of water for that reporting year.** If you do not have a computer or internet access, you should use a friend's computer, a computer in a public library, or a Division computer to fill out the form. Unfortunately, Division staff cannot fill the form out on your behalf. However, if you wish to seek assistance with the form, you may contact the Division to request a listing of attorneys and consulting firms with water rights experience. You can also review the listing on the Division's Business Information Contacts webpage at: www.waterboards.ca.gov/waterrights/board_info/contacts.shtml.

FELICIA MANCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 | www.waterboards.ca.gov




LRSG 00053

[SUMMARY OF FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2014

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
 Recordation Number: G193314
 Date Submitted: 2015-04-30

 **FILE COPY**

| 1. Reporting to a Local Agency | |
|--------------------------------|--|
| Local Agency | Submitter does not report to a local agency. |

| 2. Type(s) of Diversion | |
|---------------------------|----------------|
| a. Groundwater Extraction | > 25 acre-feet |
| b. Surface Diversion | None |

| 3. Ownership Type of Owner(s) on Record | |
|---|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |

| 4. Amount of Groundwater Extracted During Calendar Year | |
|---|---------------|
| Amount Extracted | 141 Acre-Feet |

| 5. Amount of Surface Water Diverted or Used | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 5d. Maximum Rate of Surface Water Diversion | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 6. Method of Measurement | |
|--------------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |

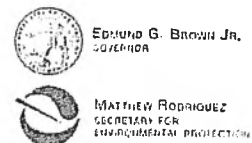
| 7. Type(s) of Use | |
|-------------------|-------------------|
| Other | quarry operations |

| 8. Action Requested | |
|---------------------|---------------------|
| Action Requested | Record my water use |

| 9. Supplemental Information | |
|-----------------------------|--|
| Supplemental Information | |

| Attachments | | |
|----------------|-------------|------|
| File Name | Description | Size |
| No Attachments | | |

| Contact Information of the Person Submitting the Form | |
|---|-------------------------|
| First Name | George |
| Last Name | Lane |
| Relation to Water Right | Primary Owner of Record |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge | Yes |



State Water Resources Control Board

NOTICE TO GROUNDWATER EXTRACTOR

January 30, 2015

Designated Contact or Agent:

Little Rock Sand & Gravel Inc
42220 10Th St., W, Ste 101
Lancaster, CA 93534

Primary Owner: Little Rock Sand & Gravel Inc

Recordation ID: G193314

Located in: Los Angeles

ANNUAL REPORT OF GROUNDWATER EXTRACTION

The California Water Code sections 4999 through 5009 authorize the State Water Resources Control Board (State Water Board) to require annual reports of groundwater extractions. The California Water Code chapter 2.7, section 348 authorizes the State Water Board to require online reporting of water diversions. The State Water Board, Division of Water Rights (Division) developed a new online Report Management System (RMS) as a component of the enhanced Water Right Information Management System (eWRIMS). RMS allows you to electronically submit your groundwater extraction report, saving both paper and resources. **All reports must be completed online through RMS; paper copies are not available.** To report online, go to www.waterboards.ca.gov/rms and login with your user ID and password. The information required to login and access your online Groundwater Extraction Report is:

User ID (Water Right ID): **G193314**

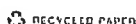
Password (Reporting Identifier): **258603**

The report is associated with the well designation of **GRANITE #2 - SHOP**. Information about the source, parcel number, county and other summary information is pre-populated on the associated online form if the information is available.

You are required to complete the online report for 2014 no later than **June 30, 2015**. You may also submit your record of extraction or diversion and use for previous years using RMS. An annual filing fee of \$50 required for each report filed. Although there is no penalty for failure to file, **failure to file within the specified time period or non-payment of the annual fee is considered a nonuse of water for that reporting year.** If you do not have a computer or internet access, you should use a friend's computer, a computer in a public library, or a Division computer to fill out the form. Unfortunately, Division staff cannot fill the form out on your behalf. However, if you wish to seek assistance with the form, you may contact the Division to request a listing of attorneys and consulting firms with water rights experience. You can also review the listing on the Division's Business Information Contacts webpage at: www.waterboards.ca.gov/waterrights/board_info/contacts.shtml.

FRUCIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 | www.waterboards.ca.gov



LRSG 00055

[SUMMARY OF FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2014

Primary Owner: LITTLE ROCK SAND & GRAVEL INC
 Recordation Number: G193315
 Date Submitted: 2015-04-30

FILE COPY

1. Reporting to a Local Agency

| | |
|--------------|--|
| Local Agency | Submitter does not report to a local agency. |
|--------------|--|

2. Type(s) of Diversion

| | |
|---------------------------|----------------|
| a. Groundwater Extraction | > 25 acre-feet |
| b. Surface Diversion | None |

3. Ownership Type of Owner(s) on Record

| | |
|----------------|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |
|----------------|---|

4. Amount of Groundwater Extracted During Calendar Year

| | |
|------------------|---------------|
| Amount Extracted | 141 Acre-Feet |
|------------------|---------------|

5. Amount of Surface Water Diverted or Used

Not applicable; Surface Diversion was not chosen as a type of diversion.

5d. Maximum Rate of Surface Water Diversion

Not applicable; Surface Diversion was not chosen as a type of diversion.

6. Method of Measurement

| | |
|-----------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |
|-----------------------|--------------------------|

7. Type(s) of Use

| | |
|-------|-------------------|
| Other | quarry operations |
|-------|-------------------|

8. Action Requested

| | |
|------------------|---------------------|
| Action Requested | Record my water use |
|------------------|---------------------|

9. Supplemental Information

| | |
|--------------------------|--|
| Supplemental Information | |
|--------------------------|--|

Attachments

| File Name | Description | Size |
|----------------|-------------|------|
| No Attachments | | |

Contact Information of the Person Submitting the Form

| | |
|---|-------------------------|
| First Name | George |
| Last Name | Lane |
| Relation to Water Right | Primary Owner of Record |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge | Yes |



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOTICE TO GROUNDWATER EXTRACTOR

January 30, 2015

Designated Contact or Agent:

Little Rock Sand & Gravel Inc
42220 10Th St., W, Ste 101
Lancaster, CA 93534

Primary Owner: Little Rock Sand & Gravel Inc

Recordation ID: G193315

Located in: Los Angeles

ANNUAL REPORT OF GROUNDWATER EXTRACTION

The California Water Code sections 4999 through 5009 authorize the State Water Resources Control Board (State Water Board) to require annual reports of groundwater extractions. The California Water Code chapter 2.7, section 348 authorizes the State Water Board to require online reporting of water diversions. The State Water Board, Division of Water Rights (Division) developed a new online Report Management System (RMS) as a component of the enhanced Water Right Information Management System (eWRIMS). RMS allows you to electronically submit your groundwater extraction report, saving both paper and resources. **All reports must be completed online through RMS; paper copies are not available.** To report online, go to www.waterboards.ca.gov/rms and login with your user ID and password. The information required to login and access your online Groundwater Extraction Report is:

User ID (Water Right ID): **G193315**

Password (Reporting Identifier): **848878**

The report is associated with the well designation of **GRANITE #3 / SE FENCE LINE**. Information about the source, parcel number, county and other summary information is pre-populated on the associated online form if the information is available.

You are required to complete the online report for 2014 no later than **June 30, 2015**. You may also submit your record of extraction or diversion and use for previous years using RMS. An annual filing fee of \$50 required for each report filed. Although there is no penalty for failure to file, **failure to file within the specified time period or non-payment of the annual fee is considered a nonuse of water for that reporting year.** If you do not have a computer or internet access, you should use a friend's computer, a computer in a public library, or a Division computer to fill out the form. Unfortunately, Division staff cannot fill the form out on your behalf. However, if you wish to seek assistance with the form, you may contact the Division to request a listing of attorneys and consulting firms with water rights experience. You can also review the listing on the Division's Business Information Contacts webpage at: www.waterboards.ca.gov/waterrights/board_info/contacts.shtml.

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95614 | Mailing Address: P.O. Box 100, Sacramento, Ca 95812-0100 | www.waterboards.ca.gov

2015

[SUMMARY OF FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2015

Primary Owner: LITTLE ROCK SAND & GRAVEL INC

Recordation Number: G193313

Date Submitted: 2016-03-25

| 1. Reporting to a Local Agency | |
|--------------------------------|--|
| Local Agency | Submitter does not report to a local agency. |

| 2. Type(s) of Diversion | |
|---------------------------|----------------|
| a. Groundwater Extraction | > 25 acre-feet |
| b. Surface Diversion | None |

| 3. Ownership Type of Owner(s) on Record | |
|---|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |

| 4. Amount of Groundwater Extracted During Calendar Year | |
|---|---------------|
| Amount Extracted | 141 Acre-Feet |

| 5. Amount of Surface Water Diverted or Used | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 5d. Maximum Rate of Surface Water Diversion | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 6. Method of Measurement | |
|--------------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |

| 7. Type(s) of Use | |
|-------------------|-------------------|
| Other | quarry operations |

| 8. Action Requested | |
|---------------------|---------------------|
| Action Requested | Record my water use |

| 9. Supplemental Information | |
|-----------------------------|--|
| Supplemental Information | |

| Attachments | | |
|----------------|-------------|------|
| File Name | Description | Size |
| No Attachments | | |

| Contact Information of the Person Submitting the Form | |
|---|--------|
| First Name | George |

| | |
|--|-------------------------|
| Last Name | Lane |
| Relation to Water Right | Primary Owner of Record |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief | Yes |

2015

[SUMMARY OF FINAL SUBMITTED VERSION]**ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2015**

Primary Owner: LITTLE ROCK SAND & GRAVEL INC

Recordation Number: G193314

Date Submitted: 2016-03-30

| 1. Reporting to a Local Agency | |
|--------------------------------|--|
| Local Agency | Submitter does not report to a local agency. |

| 2. Type(s) of Diversion | |
|---------------------------|----------------|
| a. Groundwater Extraction | > 25 acre-feet |
| b. Surface Diversion | None |

| 3. Ownership Type of Owner(s) on Record | |
|---|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |

| 4. Amount of Groundwater Extracted During Calendar Year | |
|---|---------------|
| Amount Extracted | 141 Acre-Feet |

| 5. Amount of Surface Water Diverted or Used | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 5d. Maximum Rate of Surface Water Diversion | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 6. Method of Measurement | |
|--------------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |

| 7. Type(s) of Use | |
|-------------------|-------------------|
| Other | quarry operations |

| 8. Action Requested | |
|---------------------|---------------------|
| Action Requested | Record my water use |

| 9. Supplemental Information | |
|-----------------------------|--|
| Supplemental Information | |

| Attachments | | |
|----------------|-------------|------|
| File Name | Description | Size |
| No Attachments | | |

| Contact Information of the Person Submitting the Form | |
|---|--------|
| First Name | George |

| | |
|--|-------------------------|
| Last Name | Lane |
| Relation to Water Right | Primary Owner of Record |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief | Yes |

2015

[SUMMARY OF FINAL SUBMITTED VERSION]**ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2015**

Primary Owner: LITTLE ROCK SAND & GRAVEL INC

Recordation Number: G193315.

Date Submitted: 2016-03-30

| 1. Reporting to a Local Agency | |
|--------------------------------|--|
| Local Agency | Submitter does not report to a local agency. |

| 2. Type(s) of Diversion | |
|---------------------------|----------------|
| a. Groundwater Extraction | > 25 acre-feet |
| b. Surface Diversion | None |

| 3. Ownership Type of Owner(s) on Record | |
|---|---|
| Ownership Type | Owner of land, but lessee is extracting/diverting water |

| 4. Amount of Groundwater Extracted During Calendar Year | |
|---|---------------|
| Amount Extracted | 141 Acre-Feet |

| 5. Amount of Surface Water Diverted or Used | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 5d. Maximum Rate of Surface Water Diversion | |
|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | |

| 6. Method of Measurement | |
|--------------------------|--------------------------|
| Method of Measurement | Non-metered or Estimated |

| 7. Type(s) of Use | |
|-------------------|-------------------|
| Other | quarry operations |

| 8. Action Requested | |
|---------------------|---------------------|
| Action Requested | Record my water use |

| 9. Supplemental Information | |
|-----------------------------|--|
| Supplemental Information | |

| Attachments | | |
|----------------|-------------|------|
| File Name | Description | Size |
| No Attachments | | |

| Contact Information of the Person Submitting the Form | |
|---|--------|
| First Name | George |

| | |
|--|-------------------------|
| Last Name | Lane |
| Relation to Water Right | Primary Owner of Record |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief | Yes |

[SUMMARY OF FINAL SUBMITTED VERSION]

*Minute #1
@office*

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2016

Primary Owner: LITTLE ROCK SAND & GRAVEL INC

Recordation Number: G193313

Date Submitted: 2017-06-28

2016

| | | |
|--|---|------|
| 1. Reporting to a Local Agency | | |
| Local Agency | Submitter does not report to a local agency. | |
| 2. Type(s) of Diversion | | |
| a. Groundwater Extraction | > 25 acre-feet | |
| b. Surface Diversion | None | |
| 3. Ownership Type of Owner(s) on Record | | |
| Ownership Type | Owner of land, but lessee is extracting/diverting water | |
| 4. Amount of Groundwater Extracted During Calendar Year | | |
| Amount Extracted | 155 Acre-Feet | |
| 5. Amount of Surface Water Diverted or Used | | |
| Not applicable; Surface Diversion was not chosen as a type of diversion. | | |
| 5c. Maximum Rate of Surface Water Diversion | | |
| Not applicable; Surface Diversion was not chosen as a type of diversion. | | |
| 6. Method of Measurement | | |
| Method of Measurement | Non-metered or Estimated | |
| 7. Type(s) of Use | | |
| Other | QUARRY OPERATIONS | |
| Special Use Categories | | |
| C1. Are you using any water diverted under this right for the cultivation of cannabis? | | No |
| Action Requested | | |
| 8. Action Requested | Record my water use | |
| 9. Supplemental Information | | |
| Supplemental Information | | |
| Attachments | | |
| File Name | Description | Size |

No Attachments

| Contact Information of the Person Submitting the Form | |
|--|-------------------------|
| First Name | GEORGE |
| Last Name | LANE |
| Relation to Water Right | Primary Owner of Record |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief | Yes |

[SUMMARY OF FINAL SUBMITTED VERSION]*Printer # 2
by scales***ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2016**

Primary Owner: LITTLE ROCK SAND & GRAVEL INC

Recordation Number: G193314

Date Submitted: 2017-06-28

2016

| 1. Reporting to a Local Agency | | |
|--------------------------------|--|--|
| Local Agency | Submitter does not report to a local agency. | |

| 2. Type(s) of Diversion | | |
|---------------------------|----------------|--|
| a. Groundwater Extraction | > 25 acre-feet | |
| b. Surface Diversion | None | |

| 3. Ownership Type of Owner(s) on Record | | |
|---|---|--|
| Ownership Type | Owner of land, but lessee is extracting/diverting water | |

| 4. Amount of Groundwater Extracted During Calendar Year | | |
|---|---------------|--|
| Amount Extracted | 155 Acre-Feet | |

| 5. Amount of Surface Water Diverted or Used | | |
|--|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | | |

| 5c. Maximum Rate of Surface Water Diversion | | |
|--|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | | |

| 6. Method of Measurement | | |
|--------------------------|--------------------------|--|
| Method of Measurement | Non-metered or Estimated | |

| 7. Type(s) of Use | | |
|-------------------|-------------------|--|
| Other | QUARRY OPERATIONS | |

| Special Use Categories | | |
|--|--|----|
| C1. Are you using any water diverted under this right for the cultivation of cannabis? | | No |

| Action Requested | | |
|---------------------|---------------------|--|
| 8. Action Requested | Record my water use | |

| 9. Supplemental Information | | |
|-----------------------------|--|--|
| Supplemental Information | | |

| Attachments | | |
|-------------|-------------|------|
| File Name | Description | Size |

No Attachments

| Contact Information of the Person Submitting the Form | |
|--|-------------------------|
| First Name | GEORGE |
| Last Name | LANE |
| Relation to Water Right | Primary Owner of Record |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief | Yes |

[SUMMARY OF FINAL SUBMITTED VERSION]

ANNUAL NOTICE OF GROUNDWATER EXTRACTION AND DIVERSION FOR 2016

Primary Owner: LITTLE ROCK SAND & GRAVEL INC

Recordation Number: G193315

Date Submitted: 2017-06-28

Opinion #3
at pit

2016

| 1. Reporting to a Local Agency | | |
|--------------------------------|--|--|
| Local Agency | Submitter does not report to a local agency. | |

| 2. Type(s) of Diversion | | |
|---------------------------|----------------|--|
| a. Groundwater Extraction | > 25 acre-feet | |
| b. Surface Diversion | None | |

| 3. Ownership Type of Owner(s) on Record | | |
|---|---|--|
| Ownership Type | Owner of land, but lessee is extracting/diverting water | |

| 4. Amount of Groundwater Extracted During Calendar Year | | |
|---|---------------|--|
| Amount Extracted | 155 Acre-Feet | |

| 5. Amount of Surface Water Diverted or Used | | |
|--|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | | |

| 5c. Maximum Rate of Surface Water Diversion | | |
|--|--|--|
| Not applicable; Surface Diversion was not chosen as a type of diversion. | | |

| 6. Method of Measurement | | |
|--------------------------|--------------------------|--|
| Method of Measurement | Non-metered or Estimated | |

| 7. Type(s) of Use | | |
|-------------------|-------------------|--|
| Other | QUARRY OPERATIONS | |

| Special Use Categories | | |
|--|--|----|
| C1. Are you using any water diverted under this right for the cultivation of cannabis? | | No |

| Action Requested | | |
|---------------------|---------------------|--|
| 8. Action Requested | Record my water use | |

| 9. Supplemental Information | | |
|-----------------------------|--|--|
| Supplemental Information | | |

| Attachments | | |
|-------------|-------------|------|
| File Name | Description | Size |

| |
|----------------|
| No Attachments |
|----------------|

| Contact Information of the Person Submitting the Form | |
|--|-------------------------|
| First Name | GEORGE |
| Last Name | LANE |
| Relation to Water Right | Primary Owner of Record |
| Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief | Yes |

MVB5 to LRSG

I N D E X

| <u>TITLE</u> | <u>PARAGRAPH</u> | <u>PAGE</u> |
|--|------------------------|-------------|
| DESCRIPTION OF PREMISES | ONE | 1 |
| TERM OF LEASE | TWO | 1 |
| RIGHT OF FIRST REFUSAL. | THREE | 1 |
| RESERVED RENT | FOUR | 2 |
| TAXES; ASSESSMENTS | FIVE | 2 |
| OPERATIONS | SIX | 3 |
| USE OF PREMISES | SEVEN | 5 |
| INDEMNITY BY LESSEE | EIGHT | 5 |
| UTILITIES | NINE | 6 |
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GROUND LEASE

This ground lease is made on April 6, 1987, between the parties hereinafter named and referred to respectively as Lessor and Lessee as follows:

1. Lessor: Monte Vista Building Sites, Inc.,
a California corporation
2. Lessee: Little Rock Sand and Gravel, Inc.,
a California corporation

ONE: DESCRIPTION OF PREMISES

Lessor hereby leases to Lessee, and Lessee hereby rents and hires from Lessor, the premises legally described as:

The north half of the northwest quarter of Section 14,
Township 5 North, Range 11 West, S.B.B.M., in the County
of Los Angeles, State of California.

EXCEPT THEREFROM that portion lying southwesterly of
Highway 138.

Except as expressly provided to the contrary in this lease, reference to "premises" is to the described land plus any described appurtenances, exclusive of any improvements hereafter located on the premises, notwithstanding that any such improvements may or shall be construed as affixed to and as constituting part of the real property, and without regard to whether ownership of the improvements is in the Lessor or in the Lessee.

TWO: TERM OF LEASE

The term of this lease is for thirty-four years and one month beginning April 6, 1987 and ending at midnight on May 5, 2021, unless sooner terminated as provided for in this lease.

THREE: RIGHT OF FIRST REFUSAL

If Lessor determines to sell the premises to other than Frank

A. Lane, Yvonne M. Lane, or George M. Lane, a partnership in which any of said three named persons is a general partner, or a corporation in which any of said three named persons, either individually or collectively, owns a controlling stock interest, Lessor shall notify Lessee in writing of the terms on which Lessor will be willing to sell.

If Lessee, within 15 days after receipt of Lessor's written notice, indicates in writing its agreement to purchase the premises on the terms stated in Lessor's notice, Lessor shall sell and convey the premises to Lessee on the terms stated in the notice. If Lessee does not indicate its agreement within 15 days, Lessor thereafter shall have the right to sell and convey the premises to a third party on the same terms stated in the notice. If Lessor does not sell and convey the premises within 180 days, any further transaction shall be deemed a new determination by Lessor to sell and convey the premises and the provisions of this paragraph shall be applicable.

FOUR: RESERVED RENT

This lease is being executed in contemplation of a sublease that Lessee will shortly enter into with Granite Construction Company, a California corporation, covering the above described real property plus approximately an additional 160 acres. Lessor herein reserves the sum of one-third of all rental hereinafter received by Lessee as rents and/or royalties under the contemplated lease with Granite Construction Company. Lessee herein shall pay said one-third to Lessor herein within thirty (30) days of receipt thereof by Lessee herein.

FIVE: TAXES; ASSESSMENTS

Lessee shall pay all taxes assessed upon any personal property, improvements, alterations or modifications attached to the aforesaid premises.

Lessee shall also pay as additional rental, upon demand, an amount that is equal to any taxes, assessments, acreage charges and/or fees payable or assessed (including any improvement bonds) upon the real property included in the above defined leased premises. It is further understood and agreed that if there is not a separate tax or assessment or acreage charge and/or fee bill for the leased premises and therefore the taxes and/or assessments and/or acreage charges and/or fees for the leased premises are covered in a tax bill or statement which also covers other adjoining parcels, then the taxes and/or assessments and/or acreage charges and/or fees to be paid hereunder by Lessee as additional rent shall be computed as an amount equal to that proportion of said taxes and/or assessments and/or acreage charges and/or fees as the area of the leased premises bears to the total area covered by said tax and/or assessment and/or acreage charge and/or fee bill.

If this Lease is in effect for only a portion of any tax period, Lessee shall be liable only for the applicable pro rata share of such taxes, assessments, acreage charges and/or fees.

Lessee at its cost shall have the right, at any time, to contest any tax, assessment, acreage charges and/or fees. On final determination of such contest, Lessee shall be entitled to a credit (in the amount of the reduction of the tax, assessment, acreage charge and/or fee) on the rent next falling due under this Lease. Lessor shall not be required to join in any contest brought by Lessee unless the provisions of any law require that the contest be brought by or in the name of Lessor. In that case Lessor shall join in the contest or permit it to be brought in Lessor's name as long as Lessor is not required to bear any cost.

SIX: OPERATIONS

During the term of this Lease, Lessee and/or its approved

sublessee shall have the right to explore, mine and develop the property, and to extract leased materials from the property by means of open pit mining operations, and to erect, install, construct, use and maintain on the property such roads, buildings, structures, pipelines, water tanks, power lines, machinery and equipment as may be required by Lessee and/or its approved sublessee for the conduct of its mining, crushing, screening, concrete batching, black top mixing, asphalt mixing, and the recycling of blacktop into road base and asphaltic concrete, and the transporting of the leased materials from the leased property.

During the term of this Lease, Lessor grants to Lessee such water rights as Lessor has to the surface and underground water located upon and under the leased premises. Lessee shall have the right to use all existing water sources presently located upon the leased premises (both above ground and below ground). Lessee, at its expense, shall have the right to develop such further water sources as it may deem necessary or convenient for the operation of its business; provided, however, that Lessee shall avoid wasting water.

All work done on the property by Lessee shall be done in an orderly, good and workmanlike manner in compliance with all applicable city, county, state, and federal requirements and laws.

Other than improvements by the Lessee's own forces, Lessee shall not install or attach to the real property, any permanent improvements thereon, or make any permanent improvements or modifications without first having obtained written consent from Lessor so to do (Lessor agreeing not to unreasonably withhold such consent) and shall, after having received such consent, notify Lessor of the time that Lessee commences installing such alterations, modifications or improvements in order that Lessor

may post said property with appropriate notices as specified by the Code of Civil Procedure of the State of California.

SEVEN: USE OF PREMISES

It is recognized and understood by and between the parties hereto that Lessee and/or its approved sublessee intends to use the premises herein leased, as and for a rock, sand and gravel quarrying operation and the outside sale of same, and the production, sale and dispatching of ready-mixed concrete and asphaltic concrete, a construction office, shop and yard, and for no other purpose, and it is with this understanding that Lessor is willing to Lease the aforesaid property to Lessee. In the event that Lessee and/or its approved sublessee decides to change the nature of its business, Lessee and/or its approved sublessee will first obtain the written consent of Lessor.

Lessee shall not dump or permit the dumping of trash or debris on the leased premises or on any portion of the leased premises relinquished to Lessor, and Lessee shall not commit or suffer to be committed, any nuisance on said premises.

EIGHT: INDEMNITY BY LESSEE

Lessee agrees to protect and save Lessor harmless and protect its interest in the leased premises and keep same free and clear from all encumbrances and further, to protect Lessor from any damage that Lessor may sustain by reason of Lessee's use of the aforesaid premises or the activity of Lessee's agents, servants or employees on, about or in connection with the aforesaid leased premises and will defend Lessor should Lessor be joined in any lawsuit or should judgment be recovered against Lessor by reason of any activity by Lessee, or its agents, servants or employees in, about or in connection with the leased premises, it being the intent of this particular provision to protect Lessor from any liability whatsoever that may arise by reason of Lessee's use of

the premises, either by Lessee or by Lessee's agents, servants or employees as well as sub-tenants, concessionaires, licensees, contractors, invitees or permittees either arising from or growing out of the use, maintenance, occupation or operation of the leased premises during and throughout the term of this lease.

Lessee further agrees that in the event Lessor incurs any legal costs or obligations in connection with any act by or on behalf of Lessee as specified herein, Lessee will pay to Lessor all reasonable attorneys' fees incurred by it.

NINE: UTILITIES

Lessee shall during the term hereof pay all charges for telephone, gas, electricity and water used in or on the leased premises and for the removal of rubbish therefrom before they become delinquent, shall maintain all utilities in name of Lessee and shall hold Lessor harmless from any liability therefor.

TEN: MAINTENANCE; REPAIRS; ALTERATIONS; RECONSTRUCTION

Throughout the term, Lessee shall, at Lessee's sole cost and expense, maintain the premises and all improvements in good condition and repair, ordinary wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, orders and regulations of (1) federal, state, county, city, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (3) all insurance companies insuring all or any part of the premises or improvements or both.

Except as otherwise herein provided, Lessee shall promptly and diligently repair, restore, and replace as required to maintain or comply as above, or to remedy all damage to or destruction of all or any part of the improvements. The completed

work of maintenance, compliance, repair, restoration, or replacement shall be equal in value, quality, and use to the condition of the improvements before the event giving rise to the work, except as expressly provided to the contrary in this lease. Lessor shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the premises. Lessor's election to perform any obligation of Lessee under this provision on Lessee's failure or refusal to do so shall not constitute a waiver of any right or remedy for Lessee's default, and Lessee shall promptly reimburse, defend, and indemnify Lessor against all liability, loss, cost, and expense arising from it.

No deprivation, impairment, or limitation of use resulting from any event or work contemplated by this paragraph shall entitle Lessee to any offset, abatement, or reduction in rent nor to any termination or extension of the term.

ELEVEN: OWNERSHIP OF IMPROVEMENTS

All improvements constructed on the premises by Lessee as permitted by this lease shall be owned by Lessee until expiration of the term or sooner termination of this lease. Lessee shall not, however, remove any improvements from the premises nor waste, destroy, or modify any improvements on the premises, except as permitted by this lease. The parties covenant for themselves and all persons claiming under them that the improvements are real property.

All improvements on the premises at the expiration of the term or sooner termination of this lease shall, at the option of Lessor, without compensation to Lessee, then become Lessor's property free and clear of all claims to or against them by Lessee or any third person, and Lessee shall defend and indemnify Lessor

against all liability and loss arising from such claims or from Lessor's exercise of the rights conferred by this paragraph.

At the expiration or sooner termination of the term, Lessor may, at Lessor's election, demand the removal from the premises of all fixtures and improvements or of certain fixtures or improvements or both, as specified in the notice provided for below. A demand to take effect at the normal expiration of the term shall be effected by notice given at any time within three months before the expiration date. A demand to take effect on any other termination of the lease shall be effected by notice given in or concurrently with notice of such termination or within 60 days after such termination.

Lessee shall comply with the notice before the expiration date, for normal termination, and within 60 days after the notice for other terminations.

The duty imposed by this provision includes but is not limited to the duty to demolish and remove all basements and foundations, fill all excavations, return the surface to grade, and leave the premises safe and free from debris and hazards.

TWELVE: ASSIGNMENTS; SUBLETTING

Lessee shall neither assign this lease nor sublet the leased premises without first obtaining the written consent of Lessor to do so. A consent to one assignment or subletting by Lessor shall not be deemed a consent to any subsequent assignment or subletting. Any assignment or subletting without the consent of Lessor shall be void and shall, at the option of Lessor, terminate this lease.

If Lessee requests Lessor to consent to a proposed assignment or subletting, Lessee shall pay to Lessor, whether or not consent is ultimately given, Lessor's reasonable attorneys' fees incurred in connection with each such request.

THIRTEEN: FIRE AND CASUALTY INSURANCE

As additional rent, during the term of this lease or any extension thereof, Lessee shall provide and pay for fire and extended coverage insurance for the full insurable value of the real property improvements. The fire and extended coverage insurance to be furnished by Lessee shall name Lessor and Lessor's lenders, if any, as additional named insureds as their interests appear, and Lessor and said lenders shall be entitled to a certificate of the insurer showing such insurance to be in effect, and wherein the insurance carriers agree to give the Lessor and Lessor's lenders not less than thirty (30) days' written notice of cancellation.

FOURTEEN: CONDEMNATION

If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that Lessee shall be required to pay for the remainder of the term only such portion of such rent as the area of the part remaining after the condemnation bears to the area of the entire premises at the date of condemnation. If all the leased premises, or such part thereof be taken or condemned so that there does not remain a portion susceptible to occupation hereunder, this Lease shall terminate thereupon. It is further understood that any condemnation award or any other proceeds whatsoever received from any such condemnation shall belong solely to Lessor and Lessee shall have no interest therein whatsoever; provided, however, that Lessee shall be entitled to receive any amount awarded as compensation for the taking of improvements, fixtures and

equipment owned by Lessee or for the expense of removing or repairing the same.

FIFTEEN: TERMINATION AND SURRENDER

A. Default

The occurrence of any of the following events shall constitute a default by Lessee:

1. Failure to pay any rental or royalty or to make any other payment of money, when the same is due.
2. Failure (i) to perform any of Lessee's covenants hereunder (other than the payment of monies), and (ii) to remedy such failure within thirty (30) days after written demand is made therefor.
3. The filing of any form of voluntary petition in bankruptcy by Lessee, or the filing of an involuntary petition by Lessee's creditors, if such petition remains undischarged for a period of sixty (60) days.
4. The appointment of a receiver to take possession of substantially all of Lessee's assets or of the interest held by Lessee under this Lease, if such receivership remains undissolved for a period of thirty (30) days.
5. The attachment or other judicial seizure of substantially all of Lessee's assets or of the interest held under this Lease, if such attachment or other seizure remains undismissed or undischarged for a period of thirty (30) days after the levy thereof.

B. Remedies

If Lessee commits a default, Lessor shall have all the remedies provided a Lessor by California law, including but not limited to those set forth in Sections 1951.2 and 1951.4 of the California Civil Code.

C. Surrender

At the expiration of said term or any extension thereof or any sooner termination of this Lease, Lessee will quit and surrender the premises in as good order and condition as reasonable wear and tear will permit. Should Lessee hold over and continue in possession after the termination of this Lease or any extension thereof, with the expressed or implied consent of Lessor such holding over shall be construed only as a tenancy from month to month and Lessee does hereby agree to pay as rent for such term, the amount as is herein reserved.

SIXTEEN: LESSOR'S RIGHT OF ENTRY

Lessor is hereby granted the right and privilege, either in person or by a duly authorized agent or representative, to enter upon said premises during normal business hours to inspect the same and to make necessary repairs, to show the premises to prospective lessees, purchasers, mortgagees or beneficiaries under trust deeds, or to take possession thereof in the event that any of the conditions or covenants in this agreement are breached, provided that Lessor shall not unreasonably interfere with Lessee's business.

SEVENTEEN: WAIVER OF ANY BREACH

The waiver by the Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent under this lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, condition or covenant herein contained other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

EIGHTEEN: COVENANTS AND CONDITIONS

All promises and provisions herein made by Lessee shall be construed as covenants and conditions as though the words importing such covenants and conditions were used in each instance and that all such promises and provisions shall bind Lessee and inure to the benefit of Lessor and their respective heirs, legal representatives, successors, and assigns.

NINETEEN: LESSEE'S RIGHT TO TERMINATE LEASE

Lessee can elect to terminate this lease, in whole or in part, on sixty (60) days written notice to Lessor.

TWENTY: ATTORNEY FEES

In the event that either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this lease by it to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorney's fee on appeal if any. As used herein, "the party prevailing" means the party in whose favor final judgment is rendered.

TWENTY-ONE: NOTICES

Any and all notices or demands by or from Lessor to Lessee, or Lessee to Lessor, shall be in writing. They shall be served either personally or by registered or certified mail, return receipt requested. If served personally, service shall be conclusively deemed made at the time of service. If served by registered or certified mail, service shall be deemed made on the second business day following deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given as hereinafter provided.

Any notice or demand to Lessor may be given to Monte Vista Building Sites, Inc., 44909 North Tenth Street West, Lancaster, California 93534.

Any notice or demand to Lessee may be given to Little Rock Sand and Gravel, Inc., 44909 North Tenth Street West, Lancaster, California 93534.

TWENTY-TWO: SINGULAR AND PLURAL; GENDER

The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the neuter, and each includes corporation, partnership, or other legal entity when the contract so requires.

TWENTY-THREE: ENTIRE AGREEMENT

This lease contains the entire agreement between the parties relating thereto. All prior negotiations or stipulations concerning its matter which preceded or accompanied the execution hereof are conclusively deemed to be superseded hereby, provided, however, that this lease may in the future be altered by written agreement of the parties, but not otherwise.

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease on the date first above written, and they specifically agree that they bind themselves, their heirs, executors, successors and assigns.

LESSOR:

Monte Vista Building Sites,
Inc. a California corporation

By Frank A. Lane
Frank A. Lane, President

By George M. Lane
George M. Lane, Secretary

LESSEE:

Little Rock Sand and Gravel,
Inc., a California corporation

By Frank A. Lane
Frank A. Lane, President

By Yvonne M. Lane
Yvonne M. Lane, Secretary

I N D E X

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GROUND LEASE

This ground lease is made on April 6, 1987, between the parties hereinafter named and referred to respectively as Lessor and Lessee as follows:

1. Lessor: Frank A. Lane and Yvonne M. Lane,
 husband and wife
2. Lessee: Little Rock Sand and Gravel, Inc.,
 a California corporation

ONE: DESCRIPTION OF PREMISES

Lessor hereby leases to Lessee, and Lessee hereby rents and hires from Lessor, the premises legally described as:

PARCEL 1: The southwest quarter of the southwest quarter of Section 11, Township 5 North, Range 11 West, S.B.B.M., in the County of Los Angeles, State of California.

PARCEL 2: The west half of the northwest quarter of the southwest quarter of Section 11, Township 5 North, Range 11 West, S.B.B.M., in the County of Los Angeles, State of California.

Except as expressly provided to the contrary in this lease, reference to "premises" is to the described land plus any described appurtenances, exclusive of any improvements hereafter located on the premises, notwithstanding that any such improvements may or shall be construed as affixed to and as constituting part of the real property, and without regard to whether ownership of the improvements is in the Lessor or in the Lessee.

TWO: TERM OF LEASE

The term of this lease is for thirty-four years and one month beginning April 6, 1987 and ending at midnight on May 5, 2021, unless sooner terminated as provided for in this lease.

THREE: RIGHT OF FIRST REFUSAL

If Lessor determines to sell the premises to other than Frank A. Lane, Yvonne M. Lane, or George M. Lane, a partnership in which any of said three named persons is a general partner, or a corporation in which any of said three named persons, either individually or collectively, owns a controlling stock interest, Lessor shall notify Lessee in writing of the terms on which Lessor will be willing to sell.

If Lessee, within 15 days after receipt of Lessor's written notice, indicates in writing its agreement to purchase the premises on the terms stated in Lessor's notice, Lessor shall sell and convey the premises to Lessee on the terms stated in the notice. If Lessee does not indicate its agreement within 15 days, Lessor thereafter shall have the right to sell and convey the premises to a third party on the same terms stated in the notice. If Lessor does not sell and convey the premises within 180 days, any further transaction shall be deemed a new determination by Lessor to sell and convey the premises and the provisions of this paragraph shall be applicable.

FOUR: RESERVED RENT

This lease is being executed in contemplation of a sublease that Lessee will shortly enter into with Granite Construction Company, a California corporation, covering the above described real property plus approximately an additional 180 acres. Lessor herein reserves the sum of one-fourth of all rental hereinafter received by Lessee as rents and/or royalties under the contemplated lease with Granite Construction Company. Lessee herein shall pay said one-third to Lessor herein within thirty (30) days of receipt thereof by Lessee herein.

FIVE: TAXES; ASSESSMENTS

Lessee shall pay all taxes assessed upon any personal

property, improvements, alterations or modifications attached to the aforesaid premises.

Lessee shall also pay as additional rental, upon demand, an amount that is equal to any taxes, assessments, acreage charges and/or fees payable or assessed (including any improvement bonds) upon the real property included in the above defined leased premises. It is further understood and agreed that if there is not a separate tax or assessment or acreage charge and/or fee bill for the leased premises and therefore the taxes and/or assessments and/or acreage charges and/or fees for the leased premises are covered in a tax bill or statement which also covers other adjoining parcels, then the taxes and/or assessments and/or acreage charges and/or fees to be paid hereunder by Lessee as additional rent shall be computed as an amount equal to that proportion of said taxes and/or assessments and/or acreage charges and/or fees as the area of the leased premises bears to the total area covered by said tax and/or assessment and/or acreage charge and/or fee bill.

If this Lease is in effect for only a portion of any tax period, Lessee shall be liable only for the applicable pro rata share of such taxes, assessments, acreage charges and/or fees.

Lessee at its cost shall have the right, at any time, to contest any tax, assessment, acreage charges and/or fees. On final determination of such contest, Lessee shall be entitled to a credit (in the amount of the reduction of the tax, assessment, acreage charge and/or fee) on the rent next falling due under this Lease. Lessor shall not be required to join in any contest brought by Lessee unless the provisions of any law require that the contest be brought by or in the name of Lessor. In that case Lessor shall join in the contest or permit it to be brought in Lessor's name as long as Lessor is not required to bear any cost.

SIX: OPERATIONS

During the term of this Lease, Lessee and/or its approved sublessee shall have the right to explore, mine and develop the property, and to extract leased materials from the property by means of open pit mining operations, and to erect, install, construct, use and maintain on the property such roads, buildings, structures, pipelines, water tanks, power lines, machinery and equipment as may be required by Lessee and/or its approved sublessee for the conduct of its mining, crushing, screening, concrete batching, black top mixing, asphalt mixing, and the recycling of blacktop into road base and asphaltic concrete, and the transporting of the leased materials from the leased property.

During the term of this Lease, Lessor grants to Lessee such water rights as Lessor has to the surface and underground water located upon and under the leased premises. Lessee shall have the right to use all existing water sources presently located upon the leased premises (both above ground and below ground). Lessee, at its expense, shall have the right to develop such further water sources as it may deem necessary or convenient for the operation of its business; provided, however, that Lessee shall avoid wasting water.

All work done on the property by Lessee shall be done in an orderly, good and workmanlike manner in compliance with all applicable city, county, state, and federal requirements and laws.

Other than improvements by the Lessee's own forces, Lessee shall not install or attach to the real property, any permanent improvements thereon, or make any permanent improvements or modifications without first having obtained written consent from Lessor so to do (Lessor agreeing not to unreasonably withhold such consent) and shall, after having received such consent, notify Lessor of the time that Lessee commences installing such

alterations, modifications or improvements in order that Lessor may post said property with appropriate notices as specified by the Code of Civil Procedure of the State of California.

SEVEN: USE OF PREMISES

It is recognized and understood by and between the parties hereto that Lessee and/or its approved sublessee intends to use the premises herein leased, as and for a rock, sand and gravel quarrying operation and the outside sale of same, and the production, sale and dispatching of ready-mixed concrete and asphaltic concrete, a construction office, shop and yard, and for no other purpose, and it is with this understanding that Lessor is willing to Lease the aforesaid property to Lessee. In the event that Lessee and/or its approved sublessee decides to change the nature of its business, Lessee and/or its approved sublessee will first obtain the written consent of Lessor.

Lessee shall not dump or permit the dumping of trash or debris on the leased premises or on any portion of the leased premises relinquished to Lessor, and Lessee shall not commit or suffer to be committed, any nuisance on said premises.

EIGHT: INDEMNITY BY LESSEE

Lessee agrees to protect and save Lessor harmless and protect Lessor's interest in the leased premises and keep same free and clear from all encumbrances and further, to protect Lessor from any damage that Lessor may sustain by reason of Lessee's use of the aforesaid premises or the activity of Lessee's agents, servants or employees on, about or in connection with the aforesaid leased premises and will defend Lessor should Lessor be joined in any lawsuit or should judgment be recovered against Lessor by reason of any activity by Lessee, or its agents, servants or employees in, about or in connection with the leased premises, it being the intent of this particular provision to

protect Lessor from any liability whatsoever that may arise by reason of Lessee's use of the premises, either by Lessee or by Lessee's agents, servants or employees as well as sub-tenants, concessionaires, licensees, contractors, invitees or permittees either arising from or growing out of the use, maintenance, occupation or operation of the leased premises during and throughout the term of this lease.

Lessee further agrees that in the event Lessor incurs any legal costs or obligations in connection with any act by or on behalf of Lessee as specified herein, Lessee will pay to Lessor all reasonable attorneys' fees incurred by Lessor.

NINE: UTILITIES

Lessee shall during the term hereof pay all charges for telephone, gas, electricity and water used in or on the leased premises and for the removal of rubbish therefrom before they become delinquent, shall maintain all utilities in name of Lessee and shall hold Lessor harmless from any liability therefor.

TEN: MAINTENANCE; REPAIRS; ALTERATIONS; RECONSTRUCTION

Throughout the term, Lessee shall, at Lessee's sole cost and expense, maintain the premises and all improvements in good condition and repair, ordinary wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, orders and regulations of (1) federal, state, county, city, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (3) all insurance companies insuring all or any part of the premises or improvements or both.

Except as otherwise herein provided, Lessee shall promptly and diligently repair, restore, and replace as required to

maintain or comply as above, or to remedy all damage to or destruction of all or any part of the improvements. The completed work of maintenance, compliance, repair, restoration, or replacement shall be equal in value, quality, and use to the condition of the improvements before the event giving rise to the work, except as expressly provided to the contrary in this lease. Lessor shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the premises. Lessor's election to perform any obligation of Lessee under this provision on Lessee's failure or refusal to do so shall not constitute a waiver of any right or remedy for Lessee's default, and Lessee shall promptly reimburse, defend, and indemnify Lessor against all liability, loss, cost, and expense arising from it.

No deprivation, impairment, or limitation of use resulting from any event or work contemplated by this paragraph shall entitle Lessee to any offset, abatement, or reduction in rent nor to any termination or extension of the term.

ELEVEN: OWNERSHIP OF IMPROVEMENTS

All improvements constructed on the premises by Lessee as permitted by this lease shall be owned by Lessee until expiration of the term or sooner termination of this lease. Lessee shall not, however, remove any improvements from the premises nor waste, destroy, or modify any improvements on the premises, except as permitted by this lease. The parties covenant for themselves and all persons claiming under them that the improvements are real property.

All improvements on the premises at the expiration of the term or sooner termination of this lease shall, at the option of Lessor, without compensation to Lessee, then become Lessor's property free and clear of all claims to or against them by Lessee

or any third person, and Lessee shall defend and indemnify Lessor against all liability and loss arising from such claims or from Lessor's exercise of the rights conferred by this paragraph.

At the expiration or sooner termination of the term, Lessor may, at Lessor's election, demand the removal from the premises of all fixtures and improvements or of certain fixtures or improvements or both, as specified in the notice provided for below. A demand to take effect at the normal expiration of the term shall be effected by notice given at any time within three months before the expiration date. A demand to take effect on any other termination of the lease shall be effected by notice given in or concurrently with notice of such termination or within 60 days after such termination.

Lessee shall comply with the notice before the expiration date, for normal termination, and within 60 days after the notice for other terminations.

The duty imposed by this provision includes but is not limited to the duty to demolish and remove all basements and foundations, fill all excavations, return the surface to grade, and leave the premises safe and free from debris and hazards.

TWELVE: ASSIGNMENTS; SUBLETTING

Lessee shall neither assign this lease nor sublet the leased premises without first obtaining the written consent of Lessor to do so. A consent to one assignment or subletting by Lessor shall not be deemed a consent to any subsequent assignment or subletting. Any assignment or subletting without the consent of Lessor shall be void and shall, at the option of Lessor, terminate this lease.

If Lessee requests Lessor to consent to a proposed assignment or subletting, Lessee shall pay to Lessor, whether or not consent

is ultimately given, Lessor's reasonable attorneys' fees incurred in connection with each such request.

THIRTEEN: FIRE AND CASUALTY INSURANCE

As additional rent, during the term of this lease or any extension thereof, Lessee shall provide and pay for fire and extended coverage insurance for the full insurable value of the real property improvements. The fire and extended coverage insurance to be furnished by Lessee shall name Lessor and Lessor's lenders, if any, as additional named insureds as their interests appear, and Lessor and said lenders shall be entitled to a certificate of the insurer showing such insurance to be in effect, and wherein the insurance carriers agree to give the Lessor and Lessor's lenders not less than thirty (30) days' written notice of cancellation.

FOURTEEN: CONDEMNATION

If any part of the premises shall be taken or condemned for a public or quasi-public use, and a part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that Lessee shall be required to pay for the remainder of the term only such portion of such rent as the area of the part remaining after the condemnation bears to the area of the entire premises at the date of condemnation. If all the leased premises, or such part thereof be taken or condemned so that there does not remain a portion susceptible to occupation hereunder, this Lease shall terminate thereupon. It is further understood that any condemnation award or any other proceeds whatsoever received from any such condemnation shall belong solely to Lessor and Lessee shall have no interest therein whatsoever; provided, however, that Lessee shall be entitled to receive any amount awarded as

compensation for the taking of improvements, fixtures and equipment owned by Lessee or for the expense of removing or repairing the same.

FIFTEEN: TERMINATION AND SURRENDER

A. Default

The occurrence of any of the following events shall constitute a default by Lessee:

1. Failure to pay any rental or royalty or to make any other payment of money, when the same is due.

2. Failure (i) to perform any of Lessee's covenants hereunder (other than the payment of monies), and (ii) to remedy such failure within thirty (30) days after written demand is made therefor.

3. The filing of any form of voluntary petition in bankruptcy by Lessee, or the filing of an involuntary petition by Lessee's creditors, if such petition remains undischarged for a period of sixty (60) days.

4. The appointment of a receiver to take possession of substantially all of Lessee's assets or of the interest held by Lessee under this Lease, if such receivership remains undissolved for a period of thirty (30) days.

5. The attachment or other judicial seizure of substantially all of Lessee's assets or of the interest held under this Lease, if such attachment or other seizure remains undismissed or undischarged for a period of thirty (30) days after the levy thereof.

B. Remedies

If Lessee commits a default, Lessor shall have all the remedies provided a Lessor by California law, including but not limited to those set forth in Sections 1951.2 and 1951.4 of the California Civil Code.

C. Surrender

At the expiration of said term or any extension thereof or any sooner termination of this Lease, Lessee will quit and surrender the premises in as good order and condition as reasonable wear and tear will permit. Should Lessee hold over and continue in possession after the termination of this Lease or any extension thereof, with the expressed or implied consent of Lessor such holding over shall be construed only as a tenancy from month to month and Lessee does hereby agree to pay as rent for such term, the amount as is herein reserved.

SIXTEEN: LESSOR'S RIGHT OF ENTRY

Lessor is hereby granted the right and privilege, either in person or by a duly authorized agent or representative, to enter upon said premises during normal business hours to inspect the same and to make necessary repairs, to show the premises to prospective lessees, purchasers, mortgagees or beneficiaries under trust deeds, or to take possession thereof in the event that any of the conditions or covenants in this agreement are breached, provided that Lessor shall not unreasonably interfere with Lessee's business.

SEVENTEEN: WAIVER OF ANY BREACH

The waiver by the Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent under this lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, condition or covenant herein contained other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

EIGHTEEN: COVENANTS AND CONDITIONS

All promises and provisions herein made by Lessee shall be construed as covenants and conditions as though the words importing such covenants and conditions were used in each instance and that all such promises and provisions shall bind Lessee and inure to the benefit of Lessor and their respective heirs, legal representatives, successors, and assigns.

NINETEEN: LESSEE'S RIGHT TO TERMINATE LEASE

Lessee can elect to terminate this lease, in whole or in part, on sixty (60) days written notice to Lessor.

TWENTY: ATTORNEY FEES

In the event that either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this lease by it to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorney's fee on appeal if any. As used herein, "the party prevailing" means the party in whose favor final judgment is rendered.

TWENTY-ONE: NOTICES

Any and all notices or demands by or from Lessor to Lessee, or Lessee to Lessor, shall be in writing. They shall be served either personally or by registered or certified mail, return receipt requested. If served personally, service shall be conclusively deemed made at the time of service. If served by registered or certified mail, service shall be deemed made on the second business day following deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice or demand is to be given as hereinafter provided.

Any notice or demand to Lessor may be given to Frank A. Lane and Yvonne M. Lane, 44909 North Tenth Street West, Lancaster, California 93534.

Any notice or demand to Lessee may be given to Little Rock Sand and Gravel, Inc., 44909 North Tenth Street West, Lancaster, California 93534.

TWENTY-TWO: SINGULAR AND PLURAL; GENDER

The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the neuter, and each includes corporation, partnership, or other legal entity when the contract so requires.

TWENTY-THREE: ENTIRE AGREEMENT

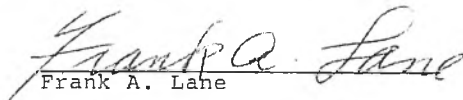
This lease contains the entire agreement between the parties relating thereto. All prior negotiations or stipulations concerning its matter which preceded or accompanied the execution hereof are conclusively deemed to be superseded hereby, provided, however, that this lease may in the future be altered by written agreement of the parties, but not otherwise.

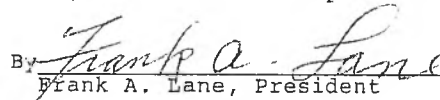
IN WITNESS WHEREOF, Lessor and Lessee have executed this lease on the date first above written, and they specifically agree that they bind themselves, their heirs, executors, successors and assigns.

LESSOR:

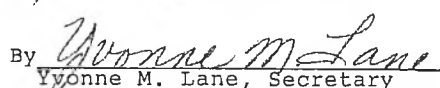
LESSEE:

Little Rock Sand and Gravel,
Inc., a California corporation


Frank A. Lane

By 
Frank A. Lane, President


Yvonne M. Lane

By 
Yvonne M. Lane, Secretary

09-08-14 22:55 RCVD

SMILAND CHESTER LLP

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Theodore A. Chester, Jr.

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September 3, 2014

Robert G. Kuhs
Kuhs & Parker
Old Church Plaza
1200 Truxtun Avenue, Suite 200
Bakersfield, California

Re: Antelope Valley Groundwater Cases
Little Rock Sand and Gravel, Inc./Granite Construction Company

Dear Robert,

This is a confidential settlement communication and, accordingly, is privileged and inadmissible.

Over the last several months our respective clients, as between themselves, have attempted to resolve the manner in which they are to be allocated Overlying Production Rights on Exhibit 4 to the Proposed Stipulated Interlocutory Judgment and Physical Solution. Currently, the line-item on Exhibit 4 reads: "Granite Construction Company (Little Rock Sand and Gravel, Inc.)"; Pre-Rampdown Production 400.00 af; and Overlying Production Rights 360.00 af. Little Rock has made two offers to separate this line-item into two entries, one for Little Rock and one for Granite. However, both of Little Rock's offers have been rejected by Granite.

In this letter I set forth a brief description of my understanding of the facts and law relating to the ownership of groundwater rights as between Little Rock and Granite. Because time is short, it is hoped that this letter will assist our respective clients in resolving this impasse.

Among its landholdings, the Lane Family, through its corporation, Little Rock, owns approximately 240 acres of contiguous land in the Antelope Valley in Los Angeles County (the "Leased Property"). The Lane Family has owned and operated land, including land for

Robert G. Kuhs
Kuhs & Parker
September 3, 2014
Page 2

quarrying, farming and ranching, since the 1930's. In 1987, Little Rock leased the Leased Property to Granite (the "Lease").¹

The Leased Property is a rock, sand and gravel quarry. Section 1 of the Lease provides that Granite use the property and any surface or underground water or water rights occurring therein or appurtenant thereto, to mine, extract and process quarry materials.

Section 3.2 of the Lease provides that during the Lease term, Lessor grants to Lessee "such water rights as Lessor has to . . . underground water located . . . under the leased premises."

Section 15 limits the use of the Leased Property to quarrying activities "and for no other purpose."

Section 26 of the Lease contains an anti-assignment provision.

In 2008 Granite purchased about 48 acres of land ("Granite's Adjacent Property") adjacent to the Leased Property. In 2011 Granite amended its Mining and Reclamation Plan to include Granite's Adjacent Property.

Additionally, Granite owns about 140 acres in the Big Rock wash area of Antelope Valley (about 9 miles east of the Leased Property) ("Big Rock Property").

Since the beginning of the Lease in 1987, Granite's quarrying operations on the Leased Property have utilized groundwater pumped from three wells located on the Leased Property. For the years 2000-2007 and 2011-2012, Granite produced in excess of 400 acre-feet per year from the wells located on the Leased Property to conduct its quarrying operations on the Leased Property. Granite 12/21/12 Discovery Responses.²

At least through May 2013, Granite had not conducted any quarrying operations on Granite's Adjacent Property, and Granite had not used any water on Granite's Adjacent Property, except, beginning in 2011, water applied by water truck for minimal dust suppression. May 9, 2013 W. Taylor Depo. 54:8. Similarly, Granite has not conducted quarrying operations on its Big Rock Property. *Id.* at 11:6. Operations at the Big Rock Property are limited until operations at the Leased Property are terminated. *Id.* at 12:17.

¹ The initial Lease Agreement is dated April 8, 1987. The parties entered into a First Amendment to Lease in April 2010. The initial term of the Lease was three years, but it allowed Granite to extend the Lease for additional terms. Granite has exercised extensions so that currently the extended term of the Lease runs to April 30, 2021. Additional unexercised extensions are available under the Lease Agreement.

² It is assumed that Granite produced similar amounts of groundwater for the years 2008-2010 and 2013-2014, but that information has not been produced.

Both Little Rock and Granite are parties to the *Antelope Valley Groundwater Cases*. The groundwater case was initiated among several parties in 1999, and became a general basin adjudication proceeding in 2004. The case involves multiple parties' claims to groundwater in the Antelope Valley. Certain public water suppliers have asserted prescription claims, the federal government has asserted federal reserve rights, and landowners (including certain defined classes) have asserted overlying water rights. In the first three phases of the case the court determined the geographical boundaries of the basin to be adjudicated, the hydraulic connection within the basin, and that the basin is in a state of overdraft with a safe yield of 110,000 acre-feet per year.

In Phase IV of the case, the court determined the quantities of groundwater pumped by the parties for the years 2011 and 2012. The court's phase IV decision sets forth 400 acre-feet pumping for each of 2011 and 2012 for "Granite Construction Company (Little Rock Sand and Gravel, Inc.)."³ Since entry of the Phase IV decision, most of the parties in the case have engaged in extensive settlement discussions, and, except for a few outstanding issues, have agreed to a proposed Stipulated Interlocutory Judgment and Physical Solution that, if approved by the court, would settle the case among the settling parties. The court could thereafter try issues relating to non-settling parties.

Section 5 of the Proposed Judgment quantifies certain parties' Overlying Production Rights, and lists on Exhibit 4 for each Overlying Production Right: 1) the Pre-Rampdown Production, 2) the Production Right, and 3) the percentage of the Production from the Adjusted Native Safe Yield. Exhibit 4 shows "Granite Construction Company (Little Rock Sand and Gravel, Inc.)" as a single line-item "party," and sets forth 400.00 acre-feet as its "Pre-Rampdown Production," 360.00 acre-feet as its "overlying Production Right," and 0.617% as its "Percentage Share of Water Available to Overlying Rights."

Exhibit 4 of the Proposed Judgment was an extensively negotiated document. The bases of the allocations included the parties' 2011-2012 pumping, credits for prior year pumping (if 2011-2012 pumping was significantly lower than prior years), the individual circumstances of particular landowners, and across-the-board reductions to fit all rights within the maximum (58,341.60 acre-feet) allowed. In the negotiation sessions, the 360 acre-feet right assigned to "Granite Construction Company (Little Rock Sand and Gravel, Inc.)" was composed of 234 acre-feet attributable to the operations on the Leased Property (based generally on 2011-2012 pumping) and 126 acre-feet attributable to Granite's Big Rock Property (not based on 2011-2012 pumping). The allocation to the Leased Property is supported by available documentation showing prior and current groundwater use on the Leased Property. Except for some documents produced in discovery indicating pumping of about 16 acre-feet per year, documentation supporting the allocation to Granite's Big Rock Property has not been made available in the settlement meetings or otherwise.

³ The court reserved jurisdiction to amend the 2011-12 numbers based on subsequent meter readings.

Section 5.1.1.4 of the Proposed Judgment provides that the Overlying Production Rights are subject to Pro-Rata Reduction or Increase only pursuant to Paragraph 19.5.9, which relates to an increase or reduction of the Native Safe Yield.

It is possible that the court may attempt to adjust the Production Rights in connection with its approval of the Proposed Judgment, or thereafter, and that such adjustment could result in the reduction or increase of a party's Production Right.

In the groundwater case, by settlement or trial, it is expected that the court will ultimately determine the parties' title to water rights and then provide injunctive relief (or a "physical solution") to prevent wrongful interference with, or improper or excessive use of, the groundwater basin.

In the case, generally, the landowners assert overlying water rights and the Public Water Suppliers assert prescriptive water rights. An overlying water right is the right to take water from underneath the land for use on the land within the basin or watershed; the right is based on the ownership of the land and is appurtenant thereto. *City of Barstow v. Mojave Water Agency*, 23 Cal.4th 1224, 1240 (2000).

A prescriptive right in groundwater requires proof of the same elements required to prove a prescriptive right in any other type of property: a continuous five years of use that is actual, open, and under claim of right. *City of Santa Maria v. Adam*, 211 Cal.App.4th 266, 291 (2012).

As against a claim of prescription, overlying owners retain their rights by pumping during the 5-year prescription period (*i.e.*, "self help"). *Barstow*, 23 Cal.4th at 1253. Thus, the historical quantity of pumping by an overlying landowner is relevant to support a defense to a prescriptive attack upon the overlying owner's groundwater right.

However, as between overlying owners, as co-equal or correlative right owners, when there is insufficient water in the basin, overlying owners are limited to their "proportionate fair share of the total amount available based upon [their] reasonable need[s]." *Id.* In *Tehachapi-Cummings City Water District v. Armstrong*, 49 Cal.App.3d 992, 1001-05 (1975), the court said that the "proportionate share of each owner is predicated not on his past use over a specified period of time, nor on the time he commenced pumping, but solely on his current reasonable and beneficial need for water." The court continued, "many factors are to be considered in determining each owner's proportionate share: the amount of water available, the extent of ownership in the basin, the nature of the projected use . . . all these and many other considerations must enter into the solution of the problem." *Id.* See *Katz v. Walkinshaw*, 141 Cal. 116, 136 (1903) ("Disputes between overlying landowners, concerning water for use on the land, to which they have an equal right, in cases where the supply is insufficient for all, are to be settled by giving to each a fair and just proportion."); *State v. Schoendorf*, 2002 Cal.App. Unpub. LEXIS 1060 (May 10, 2002) (As between neighbors, an overlying right "does not permit a landowner to trespass onto a neighbor's land" and pump water from the neighbor's well).

If a party makes no use of groundwater on his own land, or elsewhere, "he should not be allowed to enjoin its use by another who draws it out or intercepts it, or to whom it may go by percolation." *Katz*, 141 Cal. 116.

As between landlord and tenant, unless the lease otherwise addresses the subject, a tenant is estopped to deny the title of his landlord as long as he remains in possession as a tenant. Evid. Code § 624; *Miller & Starr* 2d § 18:49.

In the instant matter, both Little Rock and Granite are claiming overlying groundwater rights. Little Rock's claim relates to the overlying groundwater rights appurtenant to the Leased Property. Granite's claim relates to the overlying groundwater rights appurtenant to Granite's Adjacent Property. Granite is also claiming an overlying right appurtenant to Granite's Big Rock Property.

With respect to Little Rock's overlying claim, the history of pumping on the Leased Property supports a "self-help" defense to the Public Water Suppliers' prescription claims. Although Granite actually pumped the groundwater, the pumping was done from wells located on the Leased Property, and the water was used on the Leased Property. Additionally, the historical water use on the Leased Property supports the Little Rock's correlative claim to groundwater, providing strong evidence of the current reasonable and beneficial needs for water upon the Leased Property. In this regard, Granite was exercising the overlying right appurtenant to the Leased Property that was granted to Granite under Section 3.2 of the Lease. Granite was exercising Little Rock's overlying right, and Granite is estopped from denying Little Rock's title to such overlying right. We are not aware of any case law that credits a tenant, separate from the landlord, with pumping performed on leased premises.

On the other hand, there is no, or very limited, history of pumping or use of groundwater on Granite's Adjacent Property and Granite's Big Rock Property. Thus, Granite's self-help defense to prescription is likely limited.⁴ Additionally, the lack of pumping history, and lack of evidence of past operations, on these two properties could negatively impact Granite's proof of a reasonable and beneficial need for water among correlative overlying landowners. However, it is recognized that Granite may be able to demonstrate need by other evidence, *i.e.*, its plans to operate its Adjacent and Big Rock Properties, but such evidence has not yet been made available.

It is hoped that your client will reconsider its rejection of Little Rock's most recent offer. If this issue is not resolved promptly, then the other settling parties' interests will potentially be impacted. They will need to be put on notice that our respective clients may not be able to join

⁴ If Granite's predecessors pumped groundwater, and such pumping can be documented, then Granite may be able to establish self-help. To date, no such documentation has been made available.

ROBERT G. KUHS
BERNARD C. BARMANN, JR.*
*Also admitted in the District of Columbia
RYAN S. YOUNG

OF COUNSEL

JAMES R. PARKER, JR.
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BAKERSFIELD, CALIFORNIA 93301

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December 10, 2014

OUR FILE NO.

919.39

Via email and U.S. Mail

Theodore A. Chester, Jr.
Smiland Chester LLP
601 West 5th Street, Suite 1100
Los Angeles, CA 90071

Re: Antelope Valley Groundwater Cases
Judicial Council Coordination Proceeding No. 4408
CONFIDENTIAL SETTLEMENT COMMUNICATION

Dear Mr. Chester:

This letter is in response to your letter of September 3, 2014, Mr. Lane's letter of November 22, 2014, and our numerous intervening communications regarding the allocation of groundwater production rights to Granite Construction Company (Granite) and Littlerock Sand & Gravel, Inc (LS&G) in the Antelope Valley Groundwater Basin (Basin). We hope that on reflection of the points raised in this letter LS&G will agree to support the allocation of water agreed to on March 31, 2014, and be part of the global settlement in what has been a long and very expensive adjudication.

A. LEASE HISTORY

By way of background, in 1987 LS&G leased approximately 236 acres of land (Leased Property) to Granite for operation of Granite's Little Rock Quarry. Granite subsequently installed three groundwater production wells on site to support its quarry operations. In 2008 Granite purchased about 48 acres of land immediately adjacent to the Leased Property. In April 2010 Granite and LS&G amended the lease by extending the term to April 30, 2021, with options to extend the lease until April 30, 2041. In 2011 Granite amended its Surface Mining and Reclamation Plan to include Granite's adjacent property.

Section 3.2 of the lease provides that Granite has a right to use all water rights associated with the Leased Property. The lease is silent as to who may claim the pumping history in the context of a groundwater adjudication. Since 1987, Granite has produced and beneficially used essentially all of the water produced from the three wells that Granite installed on the Leased Property for its quarry operations.

B. ANTELOPE VALLEY ADJUDICATION

In 1999 two corporate farming operations filed actions to quiet title to their respective groundwater rights in the Antelope Valley. In 2004 Los Angeles County Waterworks District No. 40 (WD40) initiated a general groundwater adjudication, seeking a judicial determination of the respective rights of *all* parties to produce groundwater from the Basin. In 2007 WD40, joined by a number of other public water suppliers (Public Water Suppliers), filed a cross-complaint in the coordinated proceeding requesting a general adjudication of the groundwater rights within the Basin and asserting prescriptive rights to a portion of the Basin's water supply.

In December 2011 LS&G filed its answer to the Public Water Suppliers' amended cross-complaint, asserting overlying rights to produce groundwater from the Basin. Granite filed its answer to the amended cross-complaint in February, 2012 also asserting overlying rights to produce groundwater from the Basin. Neither Granite nor LS&G filed cross-complaints, and neither party asserted prescriptive rights to groundwater.

Contrary to statements made in the letters and at various times by Mr. Lane and yourself, Granite has *never* claimed ownership of any water rights associated with the Leased Property. These unfortunate assertions appear to be based on a mistaken understanding of California Water Law and the settlement history.

C. CALIFORNIA WATER LAW BASICS

California courts typically classify water rights in an underground basin as overlying, appropriative, or prescriptive. (*City of Barstow v. Mojave Water Agency* (2000) 23 Cal.4th 1224, 1240.) In this adjudication, only the Public Water Suppliers have asserted appropriative and prescriptive rights to the Basin groundwater. Thus, as between Granite, LS&G and the thousands of other parties in these actions, only overlying rights are at issue.

An overlying right is appurtenant to the land. (*City of Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 278.) The owner of the land has the right to take the water from the ground underneath for use on his or her land within the Basin or the watershed. (1 Slater, California Water Law and Policy (2014) § 3.09[5], p. 3-33.) So long as a party owns land overlying the Basin, there is no requirement that the water be extracted from any particular parcel. (*Id.* at § 3.13, p. 3-44.)

Here, both Granite and Lane own land within the Basin, and therefore own overlying water rights, unless lost by prescription. As a basis for LS&G claiming the entire Little Rock allocation, your letter argues that Granite may have lost its water rights to its adjacent lands through non-use. This argument is misplaced. First, LS&G did not allege prescription against Granite. Second, the settlement resolves the Public Water Suppliers' prescription claims. Third, absent prescription, overlying rights cannot be lost by non-use or disuse. (*Wright v. Goleta Water District* (1985) 174 Cal.App.3d 74, 84.) Finally, no California Court has ever held that an unexercised overlying right can be lost by prescription.

The safe yield of the Basin is the “maximum amount of water that could be extracted annually, year after year, without eventually depleting the underground basin.” (*City of Los Angeles v. City of San Fernando* (1975) 14 Cal.3d 199, 214.) When total extractions exceed the safe yield, the Basin is said to be in overdraft. (*Id.* at p. 280.) On July 13, 2011 Judge Komar issued a Statement of Decision following the Phase 3 Trial determining that the Basin is currently in overdraft. We now turn to the rules for allocating limited water resources in an overdrafted basin.

Foundationally, article X, section 2 of the California Constitution limits all water rights in the State to “to reasonable and beneficial uses.” (*City of Barstow, supra*, 23 Cal.4th at p. 1241.) When the safe yield is insufficient to satisfy the reasonable and beneficial needs of all users, the rights of all overlying landowners are said to be *correlative*. (*City of Santa Maria, supra*, 211 Cal.App.4th 266, 279.) That is, each overlying owner is limited to their “proportionate fair share of the total amount available based upon [their] reasonable need[s].” (*City of Barstow, supra*, 23 Cal.4th at p. 1253, citing *Tehachapi-Cummings County Water Dist. v. Armstrong* (1975) 49 Cal.App.3d 992, 1001 (*Armstrong*)). Importantly, because an overlying right is correlative, it is “defined in relation to other overlying water right holders in the basin.” (*City of Barstow, supra*, 23 Cal.4th, at 1253.) In *Armstrong*, the court said that the “proportionate share of each owner is predicated not on its past use over a specified period of time, nor on the time he commenced pumping, but solely on his **current reasonable and beneficial need for water.**” (Emphasis added.) The *Armstrong* court further stated, “many factors are to be considered in determining each owner’s proportionate share: the amount of water available, the extent of ownership in the basin, the nature of the projected use . . . all of these and many other considerations must enter into the solution of the problem.” (*Id.* at p. 1001-1002.)

Thus, both Granite and LS&G have correlative groundwater rights. The quantity of water that each may produce from its overlying land depends on an in-depth examination of the *Armstrong* factors in relation to not only Granite and LS&G, but every other overlying rights holder in the Basin. Both Granite and LS&G own land, but only Granite has a reasonable and beneficial need for water at the Little Rock Quarry, now, and for the foreseeable future.

D. SETTLEMENT PROCESS

The Antelope Valley Groundwater Basin is the largest basin ever adjudicated in the State of California. The Basin itself encompasses approximately 1,390 square miles. The action includes over 4,000 parties as well as 60,000-70,000 members of the Willis Non-Pumper Class, and about 3,200 members of the Woods Small Pumper Class, and also claims by Edwards Air Force Base to a Federal Reserve Right, dozens of mutual water companies, major agricultural interests and other competing users. Correlative rights must be measured in the context of *all* of these competing claims. (*Armstrong, supra*, 49 Cal.App.3d at p. 992.)

There have been at least three failed attempts at a global settlement, including nearly two years of mediation before Justice Ronald Robbie. The current settlement effort began more than

Theodore A. Chester, Jr.
December 10, 2014
Page 4

one year ago through the concerted efforts of counsel for Palmdale Water District, the Wood Class, the United States, the Cities of Lancaster and Rosamond, and my office as counsel for Granite and Tejon Ranchorp (Tejon). In February 2014, the Court suspended the Phase 5 Trial on Federal Reserve Rights and Right to Return Flow of Imported Water, and ordered the parties into settlement discussions at the offices of Best, Best & Krieger in Los Angeles, California.

Over the next several weeks more than 40 lawyers negotiated the substantive framework for a settlement and water allocation among the various parties. That settlement framework includes beneficial terms only available in the context of a global settlement, including (1) a fixed production right to a specified quantity of water, (2) the right to transfer a production right, and (3) the right to carry over unused production from year-to-year. As an aside, the carry over right was originally limited to 4 years, but, largely through the efforts of William Taylor on behalf of Granite, virtually all parties to the settlement will have the right to carry over any unused production indefinitely.

On March 31, 2014, lawyers representing more than 100 individual parties met at the Los Angeles offices of Best, Best & Krieger for continued settlement negotiations. You were present on behalf of your clients (1) LS&G, (2) Bruce Burrows and 300 A 40 H, LLC, (3) Landinv, Inc., (4) Frank and Yvonne Lane 1993 Family Trust, (5) George and Charlene Lane Family Trust, (6) A.V. Materials, Inc., (7) Littlerock Aggregate Co. and Holliday Rock Co., Inc., and (8) Monte Vista Building Sites, Inc. I was present on behalf of Granite and Tejon. The parties agreed upon a correlative allocation of the Basin's native safe yield as reflected in Exhibits 3 and 4 of the draft Stipulation for Entry of Judgment and Physical Solution (Judgment). The discussions were spirited and confrontational, and encompassed historic use and most, if not all, of the *Armstrong* factors including land ownership, current beneficial needs, and in some cases good old fashioned "horse trading." Your client Mr. Burrows was one of the more prominent benefactors of the horse trading.

The parties agreed to allocate 126 acre feet (AF) to Granite for its Big Rock Quarry. The parties also agreed to allocate approximately 234 AF to Granite's Little Rock Quarry. You and I had several hallway discussions regarding allocation of the Little Rock Quarry supply between Granite and LS&G. I asked you to make Granite a fair offer. In response, you proposed to split the allocation: 90 AF for Granite and 144 AF for LS&G. I countered at 100 AF for Granite, 134 AF for LS&G. After some discussion and conversation with our respective clients, you stated that LS&G would agree to a 100/134 AF split provided that Granite agreed to absorb any future reduction in the water allocation. I responded that Granite would bear the risk of any future reductions, but should likewise receive the benefit of any future increased allocation. You advised that you would need to talk with your client further, and that is where the discussion left off. Over the next five months, we participated in drafting the proposed Judgment.

Exhibit 4 to the Judgment currently provides in relevant part:

| Claimant Name | Overlying Production Right Acre-Feet |
|---|--|
| Burrows/300 A40 H LLC | 295 |
| Granite Construction Company: Big Rock Facility | 126 |
| Granite Construction Company: Little Rock Facility (Little Rock Sand & Gravel Inc.) | 234 |
| G. Lane Family (Frank and Yvonne Lane 1993 Family Trust, Little Rock Sand and Gravel, Inc., George and Charlene Lane Family Trust) [Does not include water pumped on land leased to Granite Construction] | 773 |
| Landiny Inc. | 969 |
| Littlerock Aggregate Co., Holliday Rock Co., Inc. | 151 |

In August, you began to make suggestions that Mr. Lane was no longer content with the 100/134 allocation split. I repeatedly advised you that the allocation was arrived at after days of negotiations with all parties to the adjudication and that Granite was not willing to reopen negotiations, save and accept for the issue of who bears the risk of future change. Quite simply, Granite (and other parties such as Grimmway and Bolthouse) would not have agreed to give your other clients the generous allocations currently shown on Exhibit 4 if we had known that Mr. Lane was going to retreat from his March 31, 2014 position and challenge the minimal 100 acre-feet allocated to Granite for its Little Rock Quarry.

Mr. Lane argues that in every instance of leased ground in the adjudication, the production right went to the landlord, not the tenant. Again, the statement is not accurate. By way of example, Sheldon Blum, Trustee (Blum) owns about 150 acres within the Basin. Blum leased its ground to Bolthouse Farms (Bolthouse) for several years during which Bolthouse grew onions. Blum claims that because Bolthouse irrigated crops on Blum land, Blum is entitled to a production right in excess of 500 AF. Blum had no beneficial use for water before or after it leased ground to Bolthouse. Under the current Judgment Blum is allocated zero.

More recently, we met with our respective clients on August 19th, 2014 at Mr. Lane's Lancaster office. During that conversation, Mr. Lane suggested, for the first time, that the entire 234 allocation belongs to the Lane Family and that Granite was trying to "steal his water." That, of course, is not legally or factually accurate. Legally, the water does not belong the Mr. Lane, it belongs to the State. Factually, both parties have correlative rights to use the groundwater. As between the two, Granite has the current reasonable and beneficial need for all the water. Indeed, any allocation to LS&G for the Little Rock Quarry would seem to violate article X, section 2 of the Constitution. Nevertheless, the parties agreed on an allocation of 100/134, which is very favorable to LS&G. Thus, when LS&G retreats from its prior agreed allocation, offers Granite a zero allocation, and then attempts to lay claim to Granite's Big Rock water allocation as well, it appears that it is Mr. Lane, not Granite, who is attempting to steal a water supply. If Mr. Lane

Theodore A. Chester, Jr.
December 10, 2014
Page 6

wants more water, we suggest that you either reallocate that water supply allocated to your other clients, or invite all of the other parties back to the bargaining table.

E. CONCLUSION

In closing, Granite, like Mr. Lane, values the parties' long standing relationship. Allocating correlative rights to groundwater is far from an exact science and involves a substantial amount of give and take among all stakeholders. Granite does not desire to take any rights from LS&G, and fully expects that LS&G will not attempt take any rights from Granite. In the end, both parties have overlying correlative rights in the Basin. Since Granite, not LS&G, is putting the entire water production at the Little Rock Quarry to beneficial use, Granite could justifiably claim the entire 234 AF allocation. Granite has not done so. Quite the opposite. Out of respect for the long standing relationship, Granite offered LS&G roughly 57 percent of the 234 AF allocated under the settlement; terms which Granite considers to be more than reasonable given LS&G's complete lack of current beneficial use.

Although settlement documents have yet to be signed, Granite intends to stand by the handshake allocation reached between Granite and all other settling parties on March 31, 2014, giving Granite a modest 226 AF total production right from the Basin. Please advise whether you and LS&G will do the same.

Very truly yours,



Robert G. Kuhs

RGK/lel

cc: Jim Roberts, CEO Granite Construction Company
William Taylor, Resource Development Manager

SMILAND CHESTER LLP

140 SOUTH LAKE AVENUE
SUITE 275
PASADENA, CALIFORNIA 91101
TELEPHONE: (213) 891-1010
FACSIMILE: (213) 891-1414
www.smilandlaw.com

Theodore A. Chester, Jr.

Email: tchester@smilandlaw.com

December 17, 2014

Robert G. Kuhs
Kuhs & Parker
Old Church Plaza
1200 Truxtun Avenue, Suite 200
Bakersfield, California

Re: Antelope Valley Groundwater Cases
Little Rock Sand and Gravel, Inc./Granite Construction Company

Dear Robert,

This responds to your December 10, 2014 letter.

First, and I think most importantly, your letter refers (at 1) to Granite's "claim" of "pumping history." You state (at 6) that Granite's "water production" on the leased property justifies its water right claim. You don't cite any authority supporting your argument that Granite's exercise of the overlying rights appurtenant to the leased property supports Granite's admitted (at 2) "unexercised overlying rights" on its adjacent property.

There is no entitlement associated with "pumping history." It is not something that can be owned or possessed. It is not the personal property of the pumper. Instead, it is simply a fact that water was extracted and beneficially used on overlying land. The legal effect is that the overlying water rights appurtenant to that land were exercised during the period that pumping took place. The further legal effect is that such exercise protected the overlying rights against claims of prescription (by public water purveyors and others). Finally, the exercise of overlying rights is strong evidence supporting a quantification and allocation of rights to the appurtenant land.

What is especially important is that the extraction, beneficial use, and, thus, the exercise of rights, all occurred with respect to the Lane Family's property, not Granite's adjacent property. Such extraction, use, and exercise occurred for over 20 years before Granite even

Robert G. Kuhs
Kuhs & Parker
December 17, 2014
Page 2

acquired the adjacent property in 2008, and has continued to occur since then. The “pumping history” supports the Lane Family’s exercised right and is simply not relevant to Granite’s unexercised right.

Granite cannot use the Lane Family’s exercised rights to somehow piggyback support for Granite’s unexercised rights. A tenant is not permitted to deny the landlord’s title to water rights. Evid. Code § 624. Nor can a tenant challenge the landlord’s rights until expiration of the lease, unless the tenant unequivocally repudiates the landlord’s title. *Swartzbaugh v. Sampson*, 11 Cal.App.2d 451, 462 (1936); *Harvey v. Nurick*, 268 Cal.App.2d 213, 215-16 (1968). To the extent that Granite is challenging or otherwise repudiating the Lane Family’s title to its overlying water rights, there is a serious question of whether Granite is thereby breaching the lease. *Gold Mining & Water Co. v. Swinerton*, 23 Cal.2d 19, 33 (1943). It is regrettable that Granite is attacking and attempting to diminish the water rights of the one party with which it has a long-established contractual relationship.

Other parts of your December 10, 2014 letter deserve brief comment.

The Lane Family has never stated, as you suggest (at 2), that Granite “lost its water rights to its adjacent lands through non-use.” But, Granite’s unexercised rights, without self-help, would be subject to the purveyors’ prescription claims, and thereby substantially weaker than the Lane Family’s exercised rights.

Your letter states (at 3) that “only Granite has a reasonable and beneficial need for water at the Little Rock Quarry, now, and for the foreseeable future.” But Granite’s need for water and use of the premises is derived directly from the lease and is attributed to the landlord. *Miller & Starr* 2d §§ 16:37, 18:48. (“The possession of a tenant is that of his landlord and is for the landlord’s benefit and subordinate to his rights.”) As you acknowledge (at 1) Granite’s right to use water rights arises from Section 3.2 of the Lease. But for the lease, Granite would have little or no need or use of water.

Your letter’s reference (at 5) to my other clients is irrelevant to the issues between Granite and the Lane Family.

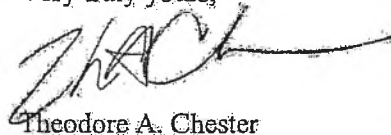
Your letter states (at 6) that there was some form of “handshake” agreement, but you admit (at 4) that Granite rejected the Lane Family’s proposal.

Your letter refers (at 3) to the “60,000-70,000 members of the Willis Non-Pumper Class.” You also refer (at 5) to the claims of the Blum Trust. Notwithstanding the terms of the proposed judgment, in each case these parties, as owners of unexercised overlying water rights, represent a significant threat to the settling parties’ agreed allocation. If an agreement is reached between our respective clients, it should recognize this substantial risk.

Robert G. Kuhs
Kuhs & Parker
December 17, 2014
Page 3

Finally, you state (at 6) that Granite "values the parties' long standing relationship."
Hopefully, when our clients meet this Friday that sentiment will prevail.

Very truly yours,



Theodore A. Chester

TAC/fjh

cc: George M. Lane
William M. Smiland

Robert G. Kuhs

From: Mike McLachlan <mike@mclachlan-law.com>
Sent: Sunday, September 27, 2015 7:12 AM
To: Robert G. Kuhs; Ted Chester
Cc: Taylor, William
Subject: RE: Draft Granite Declaration

Ted,

I have weighed in on this before and my position remains the same. The Stipulation is dispositive. If Little Rock intends to pursue this issue, it is clearly challenging Exhibit 4 and is in violation of the Stipulation. You can assume that if you pursue this in Court tomorrow, I will be standing up to make a motion that Little Rock be deemed a non-stipulator. I assume you are prepared they to fight the prescription claim and to prove up your client's water right in full.

I also assume that you have advised all of your other clients of this situation and have attempted to obtain a written waiver of the obvious conflict of interest that arises when counsel for a non-stipulating party attempts to attack a motion for judgment in which he is simultaneously representing other interested signatories. As we saw many years ago with the conflict situation involving the cadre of Lemieux firm clients, a third party does have standing to raise the conflict of interest issue. I hope that you are not planning on pursuing this strategy yourself, and have instead secured other counsel for Little Rock, but your e-mail does not address this. If you are planning to litigate this issue yourself, you should also expect me to rise and move for your exclusion based upon the conflict of interest.

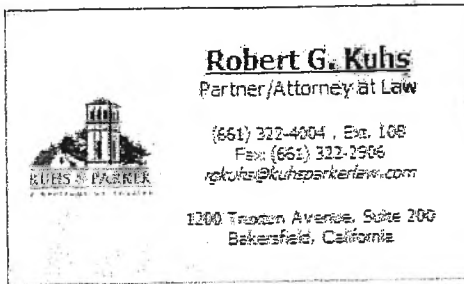
Mike McLachlan

Law Offices of Michael D. McLachlan, APC
44 Hermosa Avenue
Hermosa Beach, CA 90254
Office: 310-954-8270
Fax: 310-954-8271

From: Robert G. Kuhs [mailto:rgkuhs@kuhsparkerlaw.com]
Sent: Saturday, September 26, 2015 4:45 PM
To: Ted Chester
Cc: Mike McLachlan; Taylor, William
Subject: RE: Draft Granite Declaration

Ted: The Stipulation that you and your client signed states in paragraph 2b: "The Judgment resolves all disputes in this Action among the Stipulating Parties." The language could not be any more clear. If your client no longer desires to be a Settling Party, then I suggest you alert the other parties. Granite has relied on the signature of you and your client to the Stipulation.

Robert Kuhs



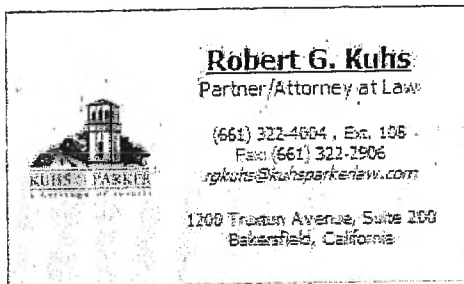
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From: Ted Chester [<mailto:tchester@smilandlaw.com>]
Sent: Saturday, September 26, 2015 4:38 PM
To: Robert G. Kuhs <rgkuhs@kuhsparkerlaw.com>
Subject: RE: Draft Granite Declaration

Both of our clients are shown for a single line item. The issue of title was not resolved.

From: Robert G. Kuhs [<mailto:rgkuhs@kuhsparkerlaw.com>]
Sent: Saturday, September 26, 2015 4:34 PM
To: Ted Chester
Subject: RE: Draft Granite Declaration

Ted: I recall the court's minute order. And then one week later you delivered your clients signatures to the stipulation, resolving all claims to groundwater.



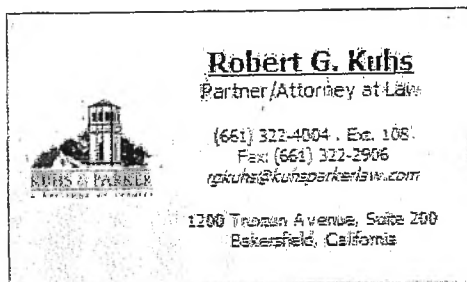
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From: Ted Chester [<mailto:tchester@smilandlaw.com>]
Sent: Saturday, September 26, 2015 4:17 PM
To: Robert G. Kuhs <rgkuhs@kuhsparkerlaw.com>
Subject: RE: Draft Granite Declaration

I don't know how or why you thought this was "put to bed." The court's January 7, 2015 minute order specifically reserved it.

From: Robert G. Kuhs [<mailto:rgkuhs@kuhsparkerlaw.com>]
Sent: Saturday, September 26, 2015 4:12 PM
To: Ted Chester
Subject: RE: Draft Granite Declaration

Ted, I and others disagree with your last statement. The Stipulation resolves all claims with respect to Groundwater in the AVAA and the Settling Parties have agreed to cooperate with respect to proving-up the Proposed Judgment and Physical Solution. I thought this had been put to bed, but if you think it is still an issue, then I suggest we alert the other parties.



NOTICE: This communication and any accompanying documents are confidential and privileged. If you receive this transmission in error, please delete immediately. Unauthorized disclosure, copying, or distribution, of this communication is strictly prohibited.

From: Ted Chester [<mailto:tchester@smilandlaw.com>]
Sent: Saturday, September 26, 2015 4:07 PM
To: Robert G. Kuhs <rgkuhs@kuhsparkerlaw.com>
Subject: RE: Draft Granite Declaration

Robert,

I don't have any comments regarding the McCracken Declaration, except to note that there is a May 2013 date on page 5 which appears to be a typo. I will send it to George Lane for his review, but I may not hear back until Monday. As you know, the issue regarding title to the water rights associated with the land leased to Granite by Little Rock Sand and Gravel, Inc. remains reserved and undetermined, and my client reserves the right to question the statements made in the declaration in the event the issue is not ultimately resolved by settlement between our respective clients.

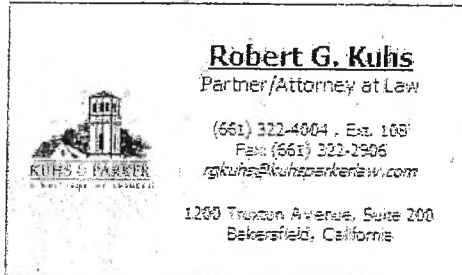
Ted

Theodore A. Chester, Jr.
Smiland Chester Alden LLP
140 South Lake Avenue, Suite 274
Pasadena, CA 91101
Phone: 213-891-1010
Cell: 626-676-5718
Fax: 213-891-1414

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Robert G. Kuhs

From: Robert G. Kuhs
Sent: Thursday, February 25, 2016 9:57 PM
To: Robert G. Kuhs
Subject: FW: Granite/Little Rock Sand and Gravel



NOTICE: This communication and any accompanying documents are confidential and privileged. If you receive this transmission in error, please delete immediately. Unauthorized disclosure, copying, or distribution, of this communication is strictly prohibited.

From: Ted Chester [mailto:tchester@smilandlaw.com]
Sent: Wednesday, January 27, 2016 4:22 PM
To: Robert G. Kuhs <rgkuhs@kuhsparkerlaw.com>
Subject: Granite/Little Rock Sand and Gravel

Robert,

This is a confidential and privileged settlement communication.

My client intends to seek a judicial determination of the issue that exists between our clients concerning ownership of 234 AFY Overlying Production Right set forth on Exhibit 4 of the Judgment. I believe that before he hears the motion Judge Komar will want to know that our clients have exhausted their settlement attempts. You may recall that my client's most recent proposal was that fee ownership of the right be split 70 AFY to Granite and 164 AFY to Little Rock. The Exhibit 4 "Pre-Rampdown Production" and "Percentage Share of Adjusted Native Safe Yield" numbers would be proportionally adjusted. Also, Granite would be entitled to use Little Rock's 164 AFY on the Leased Property while the Lease remains in force. My client remains willing to settle on this basis. If your client agrees, then a settlement agreement should be prepared. If your client does not agree, then I will inform the court that we intend to proceed with our motion. Please let me know your client's decision. If I don't hear from you by 1pm on Friday, January 29, my client's proposal expires and I will proceed accordingly.

Ted

Theodore A. Chester, Jr.
Smiland Chester Alden LLP
140 South Lake Avenue, Suite 274
Pasadena, CA 91101
Phone: 213-891-1010
Cell: 626-676-5718
Fax: 213-891-1414

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1 April 2011

George Lane
Monte Vista Building Sites, Inc.
42220 10th Street West, Suite 101
Lancaster, CA 93534-7075

RE: Granite Construction Company Lease dated 8 April, 1987

Dear Mr. Lane,

I am writing you in regards to the Lease dated 8 April 1987 between Granite Construction Company and Littlerock Sand and Gravel Inc, which was modified by a 1st Amendment effective April 1, 2010.

Pursuant to Article 1 of 1st Amendment Granite Construction is exercising their Fourth Renewal term which will extend the term of the Lease until 30 April 2021.

We look forward to our continued business with you over the next 10 years.

Best regards,

Bill Taylor
Resource Manager
Granite Construction Company

Bakersfield Branch
Box 5197
Bakersfield, CA 93388
Phone (661) 399-3361
FAX (661) 399-3598

4-Lane-00117

LRSG 00117

FIRST AMENDMENT TO LEASE

This First Amendment to Lease dated April 8, 1987 ("Amendment") is made effective 2010 by and between LITTLE ROCK SAND AND GRAVEL, INC., a California corporation ("Lessor") and GRANITE & QUARTZ EXCAVATION COMPANY, a California corporation ("Lessee").

RECITALS

WHEREAS Lessee is interested in adding two additional ten-year lease term extensions to this Lease; and

WHEREAS Lessee desires to confirm and expand its right to the use of the lease premises for the importation, stockpiling, processing, sale and shipment of imported materials; and

WHEREAS Lessee is interested in continuing in possession of the leased premises following the time that materials may no longer be extracted in commercially paying quantities and adjusting the rents and/or royalties due Lessor at that time.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE 1

LEASE TERM

1.0 Section 4. "Lease Term" is amended in its entirety to read:

"The initial term of this Lease shall be for three (3) years commencing on May 1, 1987, and ending April 30, 1990. If Lessee is not in default hereunder at the end of the term of this Lease, Lessee shall have the option of renewing or extending this Lease for six (6) successive additional terms. The first renewal term shall be five (5) years, the second renewal term shall be six (6) years, the third, fourth, fifth and sixth renewal terms shall be ten (10) years each. The same terms and conditions as herein provided shall prevail upon any renewal period of this Lease. If Lessee desires to exercise any of said options it shall give Lessor written notice thereof at least sixty (60) days prior to the expiration of the initial term or any successive period by which said Lease is extended."

For clarification the lease terms and extension terms are as follows:

| | | |
|----------------|------------------|-------|
| Original Lease | 5-1-87 - 4-30-90 | (sic) |
| First Renewal | 5-1-90 - 4-30-95 | |
| Second Renewal | 5-1-95 - 4-30-01 | |
| Third Renewal | 5-1-01 - 4-30-11 | |
| Fourth Renewal | 5-1-11 - 4-30-21 | |
| Fifth Renewal | 5-1-21 - 4-30-31 | |
| Sixth Renewal | 5-1-31 - 4-30-41 | |

ARTICLE 2

USE OF LEASED PREMISES

2.0 Article 3, "Operations" of the Lease is amended by adding the following language to Section 3.1 as follows:

Lessee shall have the right to (i) import and stockpile materials onto the lease property, including but not limited to aggregate, recyclable materials, rep. old waste concrete, grinding materials and shingles, (ii) process such materials, (iii) sell such materials and (iv) transport such materials from the lease property. In the event this expanded use of the lease property is construed as a "change in the nature" of the business as contemplated under Section 1.5 of this Lease, Lessor hereby consents to such expanded use of the lease property as required by such section."

ARTICLE 3

RESERVED RENT AND ROYALTY

3.0 Section 6 is modified to add the following language in the first paragraph thereof:

"Once Lessee has made the determination that it is unable to further extract materials in commercially paying quantities from all areas of the leased property, with the exception of the area located beneath Lessee's facilities, as defined in 6.B., Lessor shall no longer have the right to quarry rock, sand and gravel from the leased premises as herein provided. The following language shall be added to Section 6 of the Lease:

6.B. Until Lessee has determined, in its sole and absolute discretion, that it is unable to further extract minerals in commercially paying quantities from all areas of the leased property, with the exception of the area located beneath Lessee's facilities necessary to conduct its operations pursuant to Section 3.0 of this Lease ("facilities"), Lessee shall continue to make all rent and royalty payments required under the Lease.

At any time following such determination, Lessee shall have the following options:

6.B.1. Lessee may ~~import and process~~ materials on the lease premises. Immediately upon the determination to do so, Lessee shall so notify Lessor and pay to Lessor a flat rate sum of \$160,000 per year, payable in monthly installments, for any portion of the remainder of any and all terms and/or renewal terms of the lease. Such rate shall be subject to an annual Consumer Price Index (CPI) adjustment, commencing on January 1, 2010. Such rate shall continue so long as Lessee imports and processes materials and does not extract and process materials from the area located beneath Lessee's facilities. During any period when such flat rent sums are due and payable, Lessee shall not pay royalties on materials that are imported and processed.

OR

6.B.2. Lessee may extract and remove materials located beneath Lessor's facilities immediately upon the determination to do so. Lessee shall so notify Lessor and Lessee shall pay to Lessor royalty payments on extracted materials. The amount of royalty payments payable shall be the same as those which existed in the last previous lease term in which royalties were paid, adjusted annually for increases and/or decreases in the consumer price index (CPI). Such adjustments shall be calculated on the royalty schedule last in effect, brought forward. If in Lessee's sole opinion the amount of the adjustment would negatively impact Lessee's competitive position in the marketplace to the extent that Lessee would not be able in Lessee's sole opinion, to compete in the then current market conditions and be unable to sell its commercially acceptable quantities, Lessor and Lessee shall negotiate in good faith a mutually acceptable level of royalty payments due for the quantities to be extracted under Lessee's facilities. During any period when such royalties are due and payable, Lessee shall not pay a flat rate annual sum.

6.C. It is mutually agreed that Lessee may exercise either option set forth in 6.B.1 or 6.B.2 at its election and is not required to exercise these options in any particular sequence, or at all.

ARTICLE 4

GENERAL

4.0 Counterparts. This Amendment may be executed in counterpart originals, in which case the counterparts, when fully executed by each of the parties, will constitute one agreement.

4.1 Terms to Remain in Effect. Except as expressly modified within this Amendment, the terms of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

LESSOR:

LITTLE ROCK SAND AND GRAVEL, INC.
A California Corporation

By: 

George M. Lane

Its: _____

President

LESSEE:

GRANITE CONSTRUCTION COMPANY
A California Corporation

By: 

Its: _____

James H. Roberts

Executive Vice President

FRANK A. LANE
PRESIDENT

YVONNE M. LANE
SECRETARY

LITTLE ROCK SAND and GRAVEL, Inc.

INDUSTRIAL AND QUARRY PROPERTIES
42220 10TH STREET WEST, SUITE 101 • LANCASTER, CALIFORNIA 93534-7075
(661) 942-0435 • FAX 942-7485

January 13, 2015

Mr. James Roberts
President & CEO
Granite Construction, Inc.
P.O. Box 50085
Watsonville, CA 95077-5085

RE: Antelope Valley Water Adjudication

Dear Mr. Roberts:

We were encouraged by, and thank you for, your November 25, 2014 email regarding my family's disagreement with Granite. We outlined in our November 22, 2014 letter to you our concerns and in your email you committed Granite's local management to work directly with us. After several weeks delay, we met with Granite's representative on December 19, 2014. At that meeting, we discussed various issues, and it was our hope that that discussion would lead to a resolution. Granite's representative said he would get back to us the week of January 5, 2015. However, that time has come and gone without any communication from Granite, and we are concerned that there may be no genuine interest on Granite's part in resolving this matter.

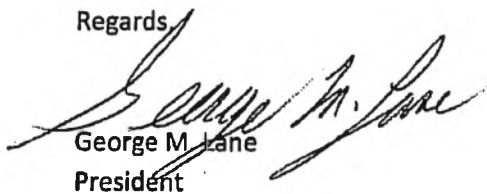
To my knowledge, out of the hundreds of litigants in the water adjudication lawsuit, Granite is the only entity trying to claim its landlord's share of water rights. Granite owns property it acquired in 2008. However, rather than claiming water rights for its property against all parties, Granite elected to satisfy its claim solely against us. This may have been a negotiation tactic in a multi-party process, where settlement is attempted by lawyer and party alliances rather than on the basis of the legal merits. In any event, we believe Granite's approach negatively impacts our relationship with Granite, and contradicts the terms of our lease. Unfortunately, I did not become involved early enough in this process to recognize and attempt to deal with this problem.

We wish to resolve this matter. However, I am worried that Granite's local management has shown very little interest in meeting with us. Your November 25 email invited us to contact you if we felt your additional input is needed. It is. I hope this can be considered at the corporate level because it does not appear to have been done so at the local level.

As I indicated in my November 22 letter, we have always enjoyed our relationship with Granite and my dad spoke very highly of the company. We take pride in conducting our business in a trustworthy and ethical manner, and I am certain Granite believes similarly with respect to the conduct of its business. There is no reason that our two companies can't resolve this matter.

I look forward to your prompt response as time is becoming very critical.

Regards,

A handwritten signature in cursive script, appearing to read "George M. Lane", is written over the printed name and title.

George M. Lane
President

FRANK A. LANE
PRESIDENT

YVONNE M. LANE
SECRETARY

LITTLE ROCK SAND and GRAVEL, Inc.

INDUSTRIAL AND QUARRY PROPERTIES
42220 10TH STREET WEST, SUITE 101 • LANCASTER, CALIFORNIA 93534-7075
(661) 942-0435 • FAX 942-7485

November 22, 2014

Granite Construction Company
P.O. Box 50085
Watsonville, CA 95077-5085
ATTN: James H. Roberts, President/CEO
Board of Directors

RE: Lease between Granite Construction Co and Little Rock Sand & Gravel Inc, Palmdale CA

Mr. Roberts and Board of Directors:

In 1987, my father dealt with Bill Dorey to lease 240 acres of mineral resource property for sand and gravel production in Palmdale, CA. Within one day, they made a handshake agreement that later became an executed lease. My father spoke very highly of Bill as a very forthright person.

My father acquired most of this acreage decades ago and started in the gravel business by loading his small dump truck by hand.

At this time, the local division of Granite is claiming part of our water rights in an adjudication lawsuit in the Antelope Valley. Our lease clearly states that Granite has the right to use the water rights during the term of the lease. We're concerned that Granite is attempting to move part of our water rights about ten (10) miles away from the Littlerock quarry to their eventual new quarry in Big Rock. The attorneys are attempting to settle this but have not been successful so far.

The wells are located on our property. All of the water has always been used on our property and, the water rights are part of our property. But Granite is trying to permanently acquire our water rights through the adjudication and political tradeoff alliances with other water users. I believe this is not legally or ethically justified and it is directly adverse to the lease terms.

It is my understanding that all other parties in the adjudication that lease property are not making such claims.

Granite Construction Company has a good reputation in California, but I believe that the leadership in this division is not following the high standards of the company. I think these actions demonstrate greed in order to save a little money. The water rights are important to the future of our family.

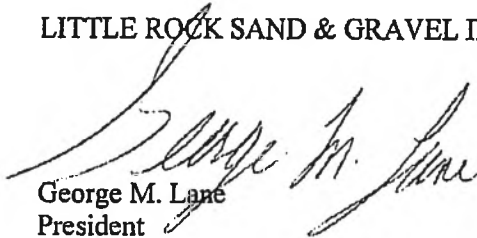
LRSG 00123

We have been long time stockholders in Granite and have followed the ups and downs for many years and we know it is a great company.

This needs your immediate attention.

Thank you.

LITTLE ROCK SAND & GRAVEL INC.

A handwritten signature in dark ink, appearing to read "George M. Lane", is written over the printed name and title. The signature is fluid and cursive, with a large initial "G" and "M".

George M. Lane
President

FRANK A. LANE
PRESIDENT

YVONNE M. LANE
SECRETARY

LITTLE ROCK SAND and GRAVEL, Inc.

INDUSTRIAL AND QUARRY PROPERTIES
42220 10TH STREET WEST, SUITE 101 • LANCASTER, CALIFORNIA 93534-7075
(861) 942-0433 • FAX 942-7485

December 1, 2014

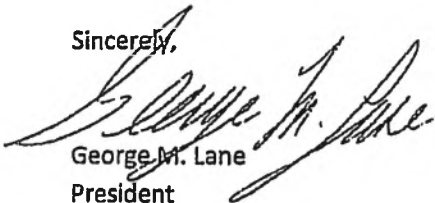
James H. Roberts, President/CEO
Granite Construction Company
P.O. Box 50085
Watsonville, CA 95077-5085

Dear Mr. Roberts:

Thank you for your email last week. It was encouraging that I would be able to talk directly with Granite's management. I wanted to let you know that I have not yet heard directly from Granite's local management. Instead, our lawyer received an email today from Granite's lawyer, a copy of which I am forwarding to you. It was and remains my hope that this matter can be resolved amongst the principals in the near future and that I would have the opportunity to speak with the appropriate management of Granite to discuss this issue as my dad did with Bill Dorey when negotiating this lease. I would like to bring to their attention to the Lease dated, April 8, 1987, Paragraph 3.2 where it references that during the term of the lease, Granite has the right to use the water.

I look forward to discussing this issue with your designee.

Sincerely,


George M. Lane
President

LRSG 00125

FRANK A. LANE
PRESIDENT

YVONNE M. LANE
SECRETARY

LITTLE ROCK SAND and GRAVEL, Inc.

January 26, 2015

INDUSTRIAL AND QUARRY PROPERTIES
42220 10TH STREET WEST, SUITE 101 • LANCASTER, CALIFORNIA 93534-7075
(661) 942-0435 • FAX 942-7485

Mr. James Roberts
President & CEO
Granite Construction, Inc.
P.O. Box 50085
Watsonville, CA 95077-5085

RE: Antelope Valley Water Adjudication

Dear Mr. Roberts:

Thank you for your January 15 email. I understand the Bruce McGowan is authorized to act on behalf of Granite to attempt to resolve this matter. I am disappointed, however, to report to you that there has been very little progress towards that goal.

As I indicated in my January 13 letter, I met with Mr. McGowan on December 19. My second communication with him was by telephone on January 14. In that conversation we discussed our differing settlement positions. I have no sense that Granite is willing to compromise from the position it has taken from the beginning. In light of that, I suggested that our disagreement be mediated and/or arbitrated. In my view, our issues with Granite should not involve any of the other parties in the water adjudication case. Mr. McGowan rejected mediation and/or arbitration and suggested no other solution for resolving this matter.

At this point our disagreement remains unresolved. I have enclosed correspondence between our lawyers that outlines the issues. This means that our respective companies will execute the overall stipulation to settle the water adjudication, but that the ultimate subdivision of the jointly allocated water right will have to await future determination. Judge Komar indicated that he would address our issues after he goes through his approval process for the overall settlement. I believe this is an unfortunate result and that it would be better to settle, with mediation if needed, now.

Very truly yours,


George M. Lane

Ted Chester

From: Robert G. Kuhs [rgkuhs@kuhsparkerlaw.com]
Sent: Wednesday, May 21, 2014 9:48 AM
To: Ted Chester
Subject: RE: Antelope Valley Matters

Ted, I'm short on time this week. What is the urgency on the Burrows information, and what exactly are you looking for?

Robert



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From: Ted Chester [mailto:tchester@smilandlaw.com]
Sent: Wednesday, May 21, 2014 6:03 AM
To: Robert G. Kuhs
Subject: Antelope Valley Matters

Robert

I have three quick requests:

One, please provide me with the Burrows information before the CMC on Friday.

Two, I have not heard from you regarding the Granite/Lane proposal. We should nail this down.

Third, George Lane intends to file an annual 2013 report of pumping for the Granite site. Can you confirm 400 af (the 2012 number) or was there some change from last year?

Thanks

Ted

Theodore A. Chester, Jr.
Smiland Chester LLP
601 West 5th Street, Suite 1100
Los Angeles, CA 90071
Phone: 213-891-1010
Cell: 626-676-5718
Fax: 213-891-1414

Ted Chester

From: Robert G. Kuhs [rgkuhs@kuhsparkerlaw.com]
Sent: Friday, May 23, 2014 9:52 PM
To: Ted Chester
Subject: Re: Antelope Valley Matters

Ted, since we don't have a year worth of data yet, wondering if we should err on the high side?

Sent from my iPhone

On May 23, 2014, at 7:26 PM, "Ted Chester" <tchester@smilandlaw.com> wrote:

Thanks

Sent from my iPhone

On May 23, 2014, at 3:57 PM, "Robert G. Kuhs" <rgkuhs@kuhsparkerlaw.com> wrote:

Ted: 400 a/f is our best estimate at present.

<image001.jpg>

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From: Ted Chester [mailto:tchester@smilandlaw.com]
Sent: Friday, May 23, 2014 3:19 PM
To: Robert G. Kuhs
Subject: RE: Antelope Valley Matters

Robert

As indicated by Judge Komar in today's CMC hearing, some form of evidentiary prove up will be needed for the settling parties. I need basic support for pumping for Pivot #3 for all years it operated. On March 14 I provided you with a summary sheet (which your client provided to my client) and which you partially confirmed. But I need the data that supports that summary sheet. In your March 14 email you suggested that Burrows seek this data via discovery procedures. I did not want to do that because we have been, and continue to be, engaged in cooperative settlement negotiations. However, if you still think that is what Burrows should do in order to get the information, I will notice Mr. Atkinson's deposition. Please let me know by next Tuesday.

With respect to Granite/Lane, I will draft a settlement agreement consistent with what I proposed several weeks ago. Obviously, if we can't settle, we will have to have the court decide this issue.

Finally, can you answer my third question below?

Thanks.

From: Robert G. Kuhs [<mailto:rgkuhs@kuhsparkerlaw.com>]
Sent: Wednesday, May 21, 2014 9:48 AM
To: Ted Chester
Subject: RE: Antelope Valley Matters

Ted, I'm short on time this week. What is the urgency on the Burrows information, and what exactly are you looking for?

Robert

<image001.jpg>

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To: Robert G. Kuhs
Subject: Antelope Valley Matters

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Thanks

Ted

Theodore A. Chester, Jr.
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601 West 5th Street, Suite 1100
Los Angeles, CA 90071
Phone: 213-891-1010
Cell: 626-676-5718
Fax: 213-891-1414

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Ted Chester

From: Robert G. Kuhs [rgkuhs@kuhsparkerlaw.com]
Sent: Tuesday, November 25, 2014 8:21 PM
To: Ted Chester
Cc: Dubois, James (ENRD) (James.Dubois@usdoj.gov)
Subject: Re: Granite Exhibit 4 Allocation

No objection.

Sent from my iPhone

On Nov 25, 2014, at 7:19 PM, Ted Chester <tchester@smilandlaw.com> wrote:

Jim

In the second entry, I would ask that it be kept the same as what currently exists, i.e., "Granite Construction Company (Little Rock Sand & Gravel Inc.);" I don't think any words should be added (or subtracted) that might suggest the parties have reached any particular understanding with respect to the manner in which title is held.

Ted

From: Robert G. Kuhs [<mailto:rgkuhs@kuhsparkerlaw.com>]
Sent: Tuesday, November 25, 2014 5:52 PM
To: Dubois, James (ENRD) (James.Dubois@usdoj.gov)
Cc: Ted Chester
Subject: Granite Exhibit 4 Allocation

Jim: In follow-up to our call, please break out the Big Rock water as follows:

| Claimant Name | Pre-Rampdown Production | Overlying Production Right | Percentage Share |
|--|-------------------------|----------------------------|------------------|
| Granite Construction Company: Big Rock Facility | 126 | 126 | (Calculate) |
| Granite Construction Company: Littlerock Facility (Little Rock Sand & Gravel Inc.) | 400 | 234 | (Calculate) |

Robert G. Kuhs

<image001.jpg>

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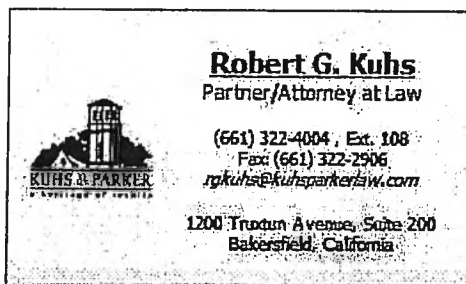
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Ted Chester

From: Robert G. Kuhs [rgkuhs@kuhsparkerlaw.com]
Sent: Monday, December 01, 2014 9:00 AM
To: Ted Chester
Cc: Taylor, William
Subject: Antelope Valley Groundwater Settlement Granite/Lane

Ted: I discussed Mr. Lane's letter with Granite's representatives. Granite will provide a written response. I do not, however, anticipate that the response will change Granite's settlement position. When we last spoke, Granite offered to reduced its allocation at Littlerock to 95/139 with no conditions. 95 acre-feet is the absolute minimum that Granite is willing to accept. Please advise whether the 95/139 split is acceptable, so that we can move forward with the global settlement.

Robert Kuhs



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Ted Chester

From: Ted Chester
Sent: Friday, February 20, 2015 4:25 PM
To: 'Dubois, James (ENRD)'
Subject: RE: Antelope Valley Adjudication: Draft Judgment and Stipulation
Attachments: Signature Pg (Executed) to Stip & Physical Solution-George Lane.pdf; Signature Pg (Executed) to Stip & Physical Solution-Radia.pdf; Signature Pg (Executed) to Stip & Physical Solution-Burrows.pdf

Jim,

Attached are the signature pages for my clients: Landinv, Inc.; Bruce Burrows; 300 A 40 H, LLC; The George and Charlene Lane Family Trust; The Frank and Yvonne Lane 1993 Family Trust; Little Rock Sand and Gravel, Inc.; Monte Vista Building Sites, Inc.; and A.V. Materials, Inc. I understand that these signature pages will be held in trust/escrow pursuant to your email below. Also, the signature of Little Rock Sand and Gravel, Inc. is provided with the understanding that the subdivision of the joint allocation to Granite and Little Rock shown on Ex. 4 of the proposed judgment remains unresolved, and such subdivision will be addressed and resolved at a later time.

Ted

From: Dubois, James (ENRD) [<mailto:James.Dubois@usdoj.gov>]
Sent: Tuesday, February 17, 2015 3:55 PM
To: 'Daphne Borromeo Hall'; 'Casey, Ed'; 'jtootle@calwater.com'; 'jgoldsmith@kmtg.com'; 'franksatalino@sbcglobal.net'; 'lmcclanahan@bmblawoffice.com'; 'DEvertz@murphyeverz.com'; 'TomBunn@lagerlof.com'; 'BJoyce@lebeauthelen.com'; 'mike@mclachlanlaw.com'; 'Brady, Andrew'; 'wsloan@mofo.com'; 'jgreen@grimmway.com'; 'cms@eslawfirm.com'; 'keith@Lemleux-Oneill.com'; 'Brad@charltonweeks.com'; 'erenwick@hanmor.com'; 'wcarlson@herumcrabtree.com'; 'ajr@bkslawfirm.com'; 'RSB@bkslawfirm.com'; 'jlewis@walshdelaney.com'; 'Rusinek, Walter E.'; 'Wwellen@counsel.lacounty.gov'; 'Michael.Davis@greshamsavage.com'; 'rgkuhs@kuhsparkerlaw.com'; 'noah.goldenkrasner@doj.ca.gov'; Ted Chester; 'Jeffrey V. Dunn (jeffrey.dunn@bbklaw.com)'; 'marilyn.levin@doj.ca.gov'; 'rmyers@clifford-brownlaw.com'; 'eric.gamer@bbklaw.com'; 'mfife@bhfs.com'; Scott Kuney; Wendy Wang (Wendy.Wang@bbklaw.com); jmarkman@rwglaw.com; jlm@mcmurtrethartsock.com; JHughes@KleinLaw.com; 'Richard Zimmer (RZimmer@clifford-brownlaw.com)'; Arnold K. Graham; bbrunick@bmklawplc.com; OYARZO, EDWIN M GS-14 USAF HAF AFCEC/AFLOA-JACE-WR; Seidel, Warren Civ USAF AFMC 412 TW/JA
Cc: Leininger, Lee (ENRD); Himebaugh, Laurie (ENRD); Dubois, James (ENRD)
Subject: Antelope Valley Adjudication: Draft Judgment and Stipulation
Importance: High

Colleagues:

Attached please find a spreadsheet showing the parties from whom I have received an actual PDF signature, as opposed to mere assurance that a signature is in hand. Please make sure that everyone who will be signing the stipulation is included on the spreadsheet for tracking purposes. If you think someone has been inadvertently omitted, please let me know. If you think someone should be removed let me know.

Given that we have assured the Court that we will be filing Stipulations on the 26th of this month, I propose the following:

- 1) Those who have signed stipulations, please send me a pdf of the signature(s) as soon as possible. SINCE MIKE MCLACHLAN WILL BE FILING THE STIPULATION WITH HIS MOTION FOR APPROVAL OF THE CLASS SETTLEMENT, AND MIKE WILL BE UNAVAILABLE AFTER MIDMORNING ON 2/26, ALL SIGNATURES NEED TO BE SENT TO THE THREE ADDRESSES IN THE CC LINE BY COB ON FEBRUARY 25TH.

- 2) We will "escrow" the signatures and compile a complete document to provide to Mike. That package will include the Stipulation, signature pages and the December 10, 2014 version of the Judgment that folks have been getting approval for. If we don't close on the 26th, nothing will be done with the signatures we receive.
- 3) NOTHING will be filed on the 26th, or sent to Mike for filing, unless the U.S., Waterworks 40 and the Small Pumper Class have all signed the stipulation. We understand that without these major players we do not really have any "deal". The United States' approval is still in process, but those with authority are aware of the deadlines we are working with and I expect we will be able to meet the deadline.
- 4) We will keep track of signatures received and send out an update on Monday, February 23rd. Feel free to lean on anyone who has not provided a signature.
- 5) At the close of business on the 25th we will send out the status of signatures and try to address any issue that have arisen.
- 6) Assuming completion, we will send the entire package to Mike and the rest of the parties early on the 26th. They will all become exhibits to Mike's motion.

Jim

James J. DuBois
U.S. Department of Justice
Environment & Natural Resources Division
999 18th Street
South Terrace - Suite 370
Denver, CO 80202
Phone: (303) 844-1375
FAX: (303) 844-1350
E-mail: james.dubois@usdoj.gov

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At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is Musick Peeler & Garrett LLP, 650 Town Center Drive, Suite 1200, Costa Mesa, CA 92626-1925.

The file transmission was reported as complete to all parties appearing on the <http://www.avwatermaster.org> electronic service list and (www.Twolegal.com) for the Antelope Valley Groundwater Cases, Case No. 2005-1-CV-049053; JCCP 4408.

☒ **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address listed below and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Musick, Peeler & Garrett LLP for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at Costa Mesa, California.

Robert G. Kuhs
Bernard C. Barmann, Jr.
Kuhs & Parker
1200 Truxtun Ave., Ste. 200
P.O. Box 2205
Bakersfield, CA 93303

Executed on December 29, 2017, at Costa Mesa, California.

| | |
|-----|-------------|
| /s/ | Judy Jacobs |
| | Judy Jacobs |