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Stephen R. Isbell (State Bar No. 247151)
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7 Attorneys for LITTLE ROCK SAND AND GRAVEL, INC.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 **ANTELOPE VALLEY GROUNDWATER**
11 **CASES**

12 INCLUDED ACTIONS:

13 Los Angeles County Waterworks District No.
40 v. Diamond Farming Co., Superior Court of
California, County of Los Angeles, Case No.
14 BC325201;

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

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

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

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

25 Little Rock Sand and Gravel, Inc. v. Granite
26 Construction Co., Superior Court of
California, County of Los Angeles, Case No.
27 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
THIRD PRODUCTION OF DOCUMENTS
(LRSG 00135-LRSG 00197)



Copy to GL
CC: JL

George Lane

From: "Little, Robert" <Robert.Little@gcinc.com>
Date: Tuesday, July 12, 2016 1:47 PM
To: <jlane@avmvbs.com>
Cc: <mvbs@verizon.net>
Subject: Action Items

Justin,

I'm just following up from the meeting we had last Friday with regards to the power line easement at the Littlerock Facility. I spoke with Bill Taylor and he's currently drafting up a letter for you to say that Granite will have the easement's removed should you want it done at the conclusion of the lease. I'm currently working with our company geologist to determine the tons remaining from your leased land and where they intermingle with our property. I don't have a clear time table on that but I will strive to have a number in your hands before the end of next week. If you need anything between then, please let me know. Thanks.

Robert Little

Plant Engineer
Palmdale
Direct 661-392-5838 Ext. 25838
Cell 661-810-9543
robert.little@gcinc.com
www.graniteconstruction.com

sc COPY

GRANITE

2015 WORLD'S MOST
ETHICAL
COMPANIES
WWW.ETHICALCOMPANIES.COM



7/12/2016

LRSG 00135



25 July 2016

George Lane
Monte Vista Building Sites, Inc.
42220 10th Street West, Suite 101
Lancaster, CA 93534-7075

RE: Granite Construction Company Lease, Southern California Edison (SCE) Easement

Dear Mr. Lane,

Thank you for signing the SCE easement documents. This letter is to follow up on our meeting to discuss SCE's request for an easement within our Lease Area near the southern corner of APN: 3050-028-015.

While the placement of the power pole is an allowable use under Section 3.1 of the lease which allows Granite to install, construct and use power lines as part of our identified operational uses, SCE requested Monte Vista Building Sites to sign the easement documents. SCE easement is shown in the attached site plan.

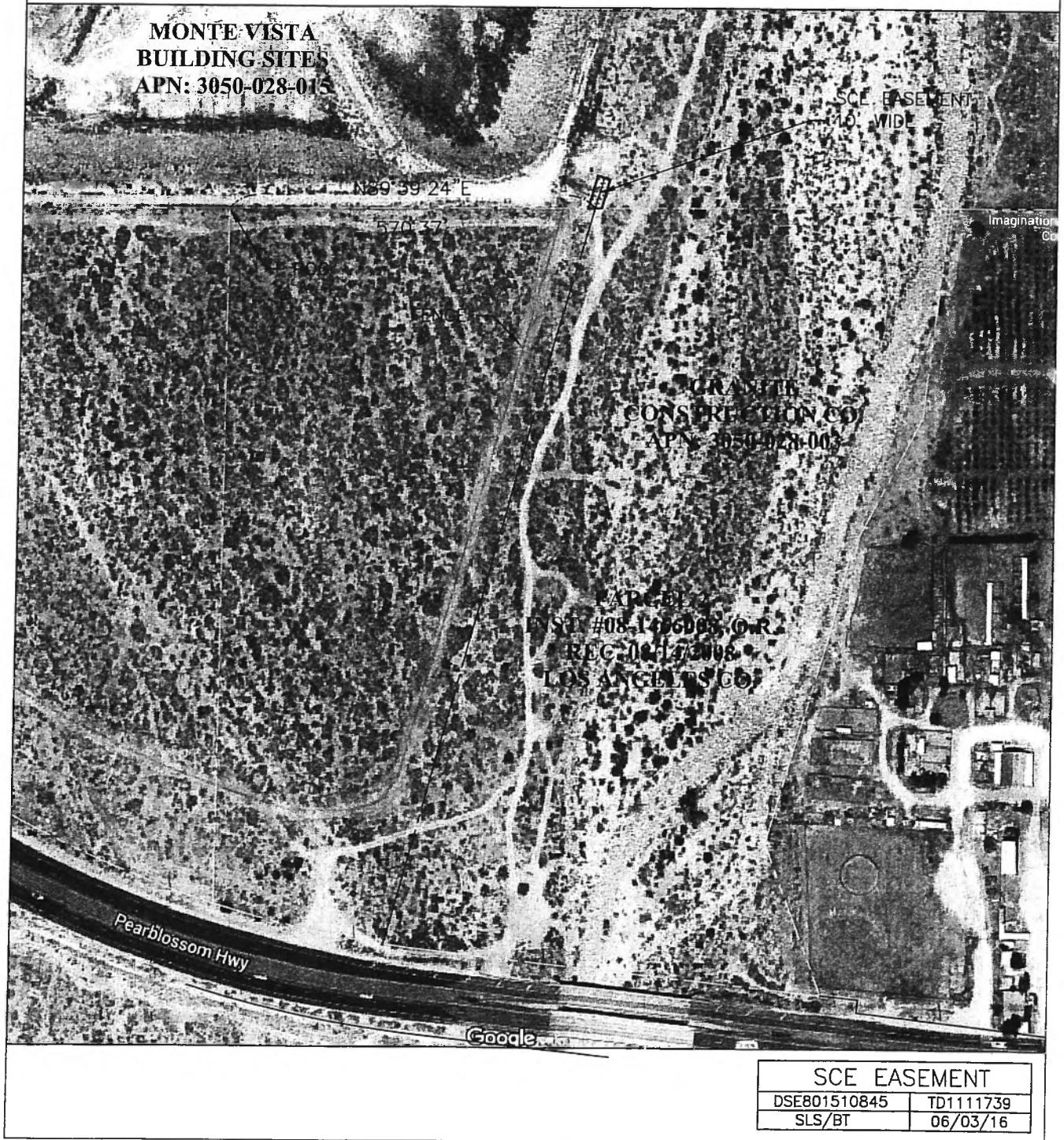
Pursuant to our conversation you requested confirmation Granite would be willing to facilitate the abandonment of the easement, including covering processing costs, upon termination of the Granite lease. We will do so if requested in writing within 90 days of the termination of the lease.

Thank you for your consideration in the matter,

A handwritten signature in black ink, appearing to read "Jim Sauder". The signature is written in a cursive, flowing style.

Jim Sauder
Plant Manager
Granite Construction Company

N 1/2 OF NW 1/4 OF SEC. 14,
T 5 N, R 11 W, S.B.B. & M.
LOS ANGELES CO.



SCE EASEMENT	
DSE801510845	TD1111739
SLS/BT	06/03/16

 **FILE COPY**

Page 1 of 1

George Lane

From: "Taylor, William" <William.Taylor@gcinc.com>
Date: Tuesday, October 25, 2016 11:45 AM
To: "George Lane" <mvbs@verizon.net>
Subject: RE: Lane/Waste Factor

*Copy to
File: JL*

Hi George,

Sorry for the delay, I've been out of the office for about a week. Yes, we are confirmed at 28%.

Cheers,

Bill Taylor

From: George Lane [mailto:mvbs@verizon.net]
Sent: Monday, October 24, 2016 3:53 PM
To: Taylor, William <William.Taylor@gcinc.com>
Subject: Lane/Waste Factor

Bill,

Have you had a chance to discuss the waste factor for the daylight south portion of the pit in which we proposed 28% and you were going to check on.

George M. Lane
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

10/25/2016

LRSG 00138

George Lane



FILE COPY

From: "Taylor, William" <William.Taylor@gcinc.com>
Date: Monday, October 21, 2013 11:14 AM
To: "Monte Vista Building Sites" <mvbs@verizon.net>
Attach: CUP-SITE PLAN.pdf; ScannedImage.jpg.jpg
Subject: FW: Motocross site plan

*copy to
GL
JC*

Ann,

As we discussed Jack Barbacovi would like to sublease the north 60 acres from Granite and re-open the race track he previously operated previously. Granite has reviewed the attached site plan and have not issues with the layout. Will you have George take a look and let me know if he has any concerns? We would like to allow Jack to get started on the permit process while we prepare the sublease documents.

Cheers,

Bill Taylor

 **COPY**

10/21/2013

LRSG 00139



FILE COPY

George Lane

From: "George Lane" <mvbs@verizon.net>
Date: Wednesday, October 23, 2013 3:36 PM
To: "Taylor, William" <William.Taylor@gcinc.com>
Subject: Re: Motocross site plan

Bill,

It looks fine at this time and shouldn't be a problem if it has the same provisions that were previously in place. Before I finalize it, I will just have Pat Delaney review.

Thank you,

George M. Lane
Little Rock Sand & Gravel, Inc.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: Taylor, William
Sent: Monday, October 21, 2013 11:14 AM
To: Monte Vista Building Sites
Subject: FW: Motocross site plan

Ann,

As we discussed Jack Barbacovi would like to sublease the north 60 acres from Granite and re-open the race track he previously operated previously. Granite has reviewed the attached site plan and have not issues with the layout. Will you have George take a look and let me know if he has any concerns? We would like to allow Jack to get started on the permit process while we prepare the sublease documents.

Cheers,

Bill Taylor

10/23/2013

LRSG 00140

George Lane

From: "George Lane" <mvbs@verizon.net>
Date: Monday, April 20, 2015 2:51 PM
To: <William.Taylor@gcinc.com>
Attach: IMG_0001.pdf
Subject: Jack Barbacovi / LACR

Bill,

Attached, is a letter for permission for Jack Barbacovi/JAB Productions/LACR to obtain permits in order to get electricity to the well. Our letter is contingent upon Granite's permission.

I'm sure Jack will contact you as well.

Thanks,

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

4/20/2015

LRSG 00141

FRANK A. LANE
PRESIDENT

YVONNE M. LANE
SECRETARY

LITTLE ROCK SAND and GRAVEL, Inc.

INDUSTRIAL AND QUARRY PROPERTIES

April 20, 2015 42220 10TH STREET WEST, SUITE 101 • LANCASTER, CALIFORNIA 93534-7075
(661) 942-0435 • FAX 942-7485

City of Palmdale
Building and Safety
38300 Sierra Hwy.
Palmdale, CA 93550

RE: JAB Productions/LACR Permit Request

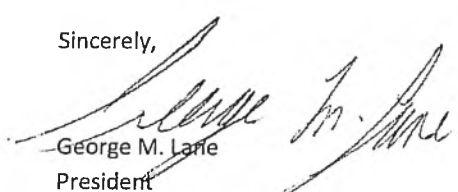
Location: 7010 E. Ave. T, Palmdale, CA 63552
APN: 3050-022-010

JAB Productions, Inc. / Jack Barbacovi, has our permission to apply for and obtain the necessary permits in order to install electricity to an existing well located on the above reference property, owned by Little Rock Sand and Gravel, Inc., leased to Granite Construction Company and Subleased to JAB Productions, Inc. Our permission is contingent upon Granite Construction Company's permission.

The well is currently being powered by a generator and Southern California Edison will provide electricity after installation.

The purpose of usage is to provide dust control to the motocross facility.

Sincerely,


George M. Lane
President

CC: Bill Taylor, Granite Construction Company

LRSG 00142

George Lane

From: "George Lane" <mvbs@verizon.net>
Date: Thursday, April 23, 2015 3:24 PM
To: "Taylor, William" <William.Taylor@gcinc.com>
Attach: IMG.pdf
Subject: Re: Jack Barbacovi / LACR

Bill,

Attached for your information, is a revised letter for Jack. They were needing specific wording in the last sentence.

Thanks,

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: Taylor, William
Sent: Tuesday, April 21, 2015 10:36 AM
To: George Lane
Subject: RE: Jack Barbacovi / LACR

Thank you Ann,

We have provided our letter today. Attached is a copy for your records.

Cheers,

Bill Taylor

From: George Lane [mailto:mvbs@verizon.net]
Sent: Monday, April 20, 2015 2:52 PM
To: Taylor, William
Subject: Jack Barbacovi / LACR

Bill,

Attached, is a letter for permission for Jack Barbacovi/JAB Productions/LACR to obtain permits in order to get electricity to the well. Our letter is contingent upon Granite's permission.

I'm sure Jack will contact you as well.

Thanks,

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

4/23/2015

LRSG 00143

April 20, 2015

City of Palmdale
Building and Safety
38300 Sierra Hwy.
Palmdale, CA 93550

RE: JAB Productions/LACR Permit Request

Location: 7010 E. Ave. T, Palmdale, CA 93552
APN: 3050-022-010

JAB Productions, Inc. / Jack Barbacovi, has our permission to apply for and obtain the necessary permits in order to install electricity to an existing well located on the above reference property, owned by Little Rock Sand and Gravel, Inc., leased to Granite Construction Company and Subleased to JAB Productions, Inc. Our permission is contingent upon Granite Construction Company's permission.

The well is currently being powered by a generator and Southern California Edison will provide electricity after installation.

The purpose of usage is to provide dust control to the motocross facility.

Sincerely,

George M. Lane
President

*They needed language
changed on last sentence*

CC: Bill Taylor, Granite Construction Company



FILE COPY

George Lane

From: "Taylor, William" <William.Taylor@gcinc.com>
Date: Tuesday, April 21, 2015 10:36 AM
To: "George Lane" <mvbs@verizon.net>
Attach: GCCo consent to well power perrmits 2015_4.pdf
Subject: RE: Jack Barbacovi / LACR

Thank you Ann,

We have provided our letter today. Attached is a copy for your records.

Cheers,

Bill Taylor

 **COPY**

From: George Lane [mailto:mvbs@verizon.net]
Sent: Monday, April 20, 2015 2:52 PM
To: Taylor, William
Subject: Jack Barbacovi / LACR

Bill,

Attached, is a letter for permission for Jack Barbacovi/JAB Productions/LACR to obtain permits in order to get electricity to the well. Our letter is contingent upon Granite's permission.

I'm sure Jack will contact you as well.

Thanks,

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

4/21/2015

LRSG 00145



Palmdale Area Office

213 East Avenue M
Lancaster, CA 93535

Phone: 661.726.4447
Main Fax: 661.726.4460

www.graniteconstruction.com

21 March 2015

City of Palmdale
Building and Safety
38300 Sierra Hwy.
Palmdale, CA 93550

RE: JAB Productions/LACR Permit Request located at 7010 E. Ave. T, Palmdale, CA 63552, APN:
3050-022-010

To whom it may concern,

Granite Construction leases the above reference property from Little Rock Sand and Gravel, Inc., and has subleased the parcel to JAB Productions, Inc. It is our understanding JAB Productions, Inc. (Jack Barbacovi) is pursuing the necessary permits to install electricity to operate the existing well located on their sublease. Granite Construction further understands that Little Sand and Gravel has already provided permission to apply for and obtain the necessary permits.

Granite Construction also provides permission to apply for and obtain the necessary permits for the installation of electrical service to operate the existing well.

Please contact me at 661.371.8146 or william.taylor@gcinc.com should you have any questions regarding this correspondence.

Best regards,

A handwritten signature in black ink, appearing to read "BTaylor".

Bill Taylor
Resource Development Manager
Granite Construction

 FILE COPY

COPY 6L
F200 JL

George Lane

From: "Taylor, William" <William.Taylor@gcinc.com>
Date: Friday, May 19, 2017 3:05 PM
To: "Monte Vista Building Sites" <mvbs@verizon.net>
Cc: "Taylor, William" <William.Taylor@gcinc.com>
Attach: 2017.5.19 Notice of rent adjustment.pdf
Subject: Notice of Granite Fixed rent adjustment

Hi George,

Granite is exercising Section 6.B of the lease, adjusting the rent effective June 1st. Attached please find a copy of the full correspondence, a hardcopy is being fed-ex'ed to you office.

All the best,

Bill Taylor

Resource Development Manager
Granite Construction
Central California Region
Direct 661.387.7735 | Cell 661.371.8146 | Fax 661.399.3598
william.taylor@gcinc.com | www.graniteconstruction.com



Virus-free. www.avg.com

 COPY

5/19/2017.

LRSG 00147



Palmdale Area Office

213 East Avenue M
Lancaster, CA 93535

Phone: 661.726.4447
Main Fax: 661.726.4460

www.graniteconstruction.com

May 19, 2017

Mr. George Lane
Littlerock Sand and Gravel Inc.
42220 10th St W
Suite 101
Lancaster, CA 93534-7075

Sent Via E-Mail and Fed-Ex

RE: First Amendment to Lease dated April 8, 1987

Dear Mr. Lane,

This correspondence is to inform you that Granite Construction (Granite) has determined the commercially viable materials subject to royalty payments have been depleted, and Granite is exercising Rent and Royalty provisions of Section 6.B and 6.B.1 as outlined in Lease (as amended); specifically:

6.B. Until Lessee had 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 leases 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 sum 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."

While under the terms of the Lease Granite retains sole and absolute discretion to make the determination, we consulted with you in late 2016 regarding the waste factors used to calculate the remaining commercially viable material subject to royalty. While Granite calculated 33% waste, we agreed to your request to use 28% which increased the remaining reserves on which we paid royalty. Granite has been paying royalties and will continue to do so until May 31,

2017 (even though royalty material will be fully sold before May 31st) to allow for a smooth accounting transition. Upon June 1st, 2017 Granite will begin paying the flat rent sum as allowed under section 6.B.1 of the lease.

We have calculated fixed monthly rate to be \$13,498.13. Please review the below calculation which we have used to reach this amount.

% CPI calculation

Year	Jan
2010 Jan base year	224.610
2017 Jan adjustment year	252.373
Index shift	27.763
% shift	12.36%

Rent Calculation:

2010 Base year	\$160,000
Adjustment	12.36%
2017 annual adjusted rent	\$161,977.60
Monthly rent	\$13,498.13

Data source:

https://data.bls.gov/timeseries/CUURA421SA0?amp%253bdata_tool=XGtable&output_view=data&include_graphs=true

You may contact us at (661) 371-8146 or william.taylor@gcinc.com regarding this notice.

Sincerely,



Bill Taylor
Resource Development Manager
Granite Construction
Central California Region
Direct 661.387.7735 | Cell 661.371.8146 | Fax 661.399.3598
william.taylor@gcinc.com | www.graniteconstruction.com

cc:

File

Jim Sauder

CPI-All Urban Consumers (Current Series)
Original Data Value

Series Id: CUURA421SA0

Not Seasonally Adjusted

Area: Los Angeles-Riverside-Orange County, CA
Item: All items
Base 1982-84=100
Period:
Years: 2010 to 2017

Year	Jan
2010	224.610
2011	228.652
2012	233.441
2013	238.015
2014	239.857
2015	239.724
2016	247.155
2017	252.373

% CPI calculation

Year	Jan
2010	224.610
2017	252.373
Index shift	27.763
% shift	12.36%

Rent Caluclation:

2010 Base year	\$160,000
adjustment	12.36%
2017 adjusted rent	\$161,977.60
monlty rent	\$13,498.13

Bureau of Labor Statistics

CPI-All Urban Consumers (Current Series)
Original Data Value

Series Id: CUURA421SA0
Not Seasonally Adjusted
Area: Los Angeles-Riverside-Orange County, CA
Item: All items
Base Period: 1982-84=100
Years: 2007 to 2017

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2007	212.584	214.760	216.500	217.845	218.596	217.273	217.454	217.330	217.697	218.696	219.943	219.373	217.338	216.260	218.416
2008	220.918	221.431	223.606	224.625	226.651	229.033	229.886	228.484	227.449	226.159	222.229	219.620	225.008	224.377	225.638
2009	220.719	221.439	221.376	221.693	222.522	223.906	224.010	224.507	225.226	225.264	224.317	223.643	223.219	221.943	224.495
2010	224.610	224.620	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639	225.894	225.491	226.298
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815													

Source: https://data.bls.gov/timeseries/CUURA421SA0?amp%253bdata_tool=XGtable&output_view=data&include_graphs=true

Source: Bureau of Labor Statistics

Generated on: April 6, 2017 (10:58:53 AM)

George Lane

 **FILE COPY**

From: "Taylor, William" <William.Taylor@gcinc.com>
Date: Tuesday, September 13, 2016 4:04 PM
To: "Monte Vista Building Sites" <mvbs@verizon.net>
Attach: Littlerock_SouthCommonWall_Memo 072616 (b).pdf
Subject: For Granite-Lane meeting Thursday

*Copy to
Fwd JL*

Ann,

We will be discussing the attached with George on Thursday.

Bill Taylor

Resource Development Manager
Granite Construction
Central California Region
Direct 661.387.7735 | Cell 661.371.8146 | Fax 661.399.3598
william.taylor@gcinc.com | www.graniteconstruction.com

 **COPY**

9/14/2016

LRSG 00152

MEMO

TO: Jim Sauder, Robert Little, Bill Taylor
CC:

FROM: Dustin Christianson

DATE: July 26, 2016

RE: Littlerock_South Common Wall Volumes

The following is intended to quantify the material in the common wall between the leased and the owned property at Granite's Littlerock, CA operation. Specifically, this is intended to quantify what portion in the common wall would be subject to leased royalty payments. The subject common wall separates the southern boundary of the leased property, and the northern boundary of Granite's owned property (Figure 1). Granite's owned property was previously referred to as Spivek-Gabuya.

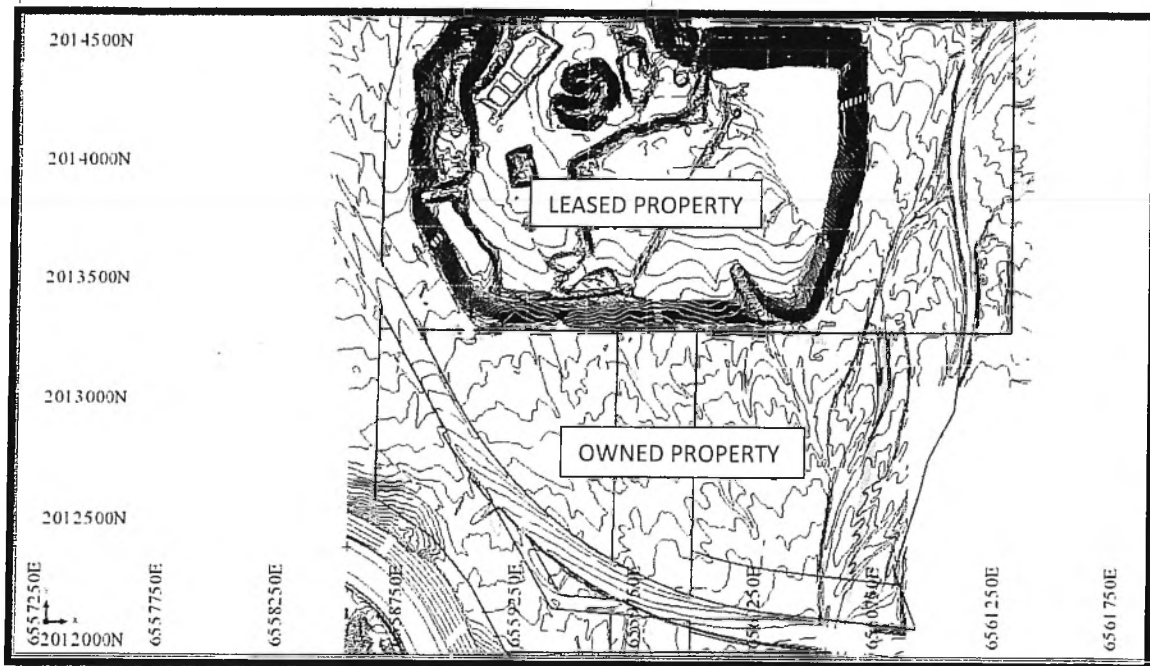


Figure 1 – Image of topography and parcel boundaries surrounding common wall between leased and owned property.

Figure 2 shows the common boundary separated into two colors. The yellow represents the quantity subjected to royalty payments, and the portion in green represents the quantity Granite owns in the common wall. Figure 3 shows a cross section of the common wall at 3:1 vertical exaggeration.

The wedge of material subjected to leased royalty payments consists of about 50 feet of undisturbed ground heading north from the property boundary subjected to a conditional permitted setback., The wedge contains a slope that varies from 2.2(h):1(v) to over 3.2(h):1(v), with a height of 36 to 50 feet vertical.

Table 1 shows the respective volumes.

Waste factors to determine "saleable" volumes are based on two year sales reports. The waste averaged 33%.

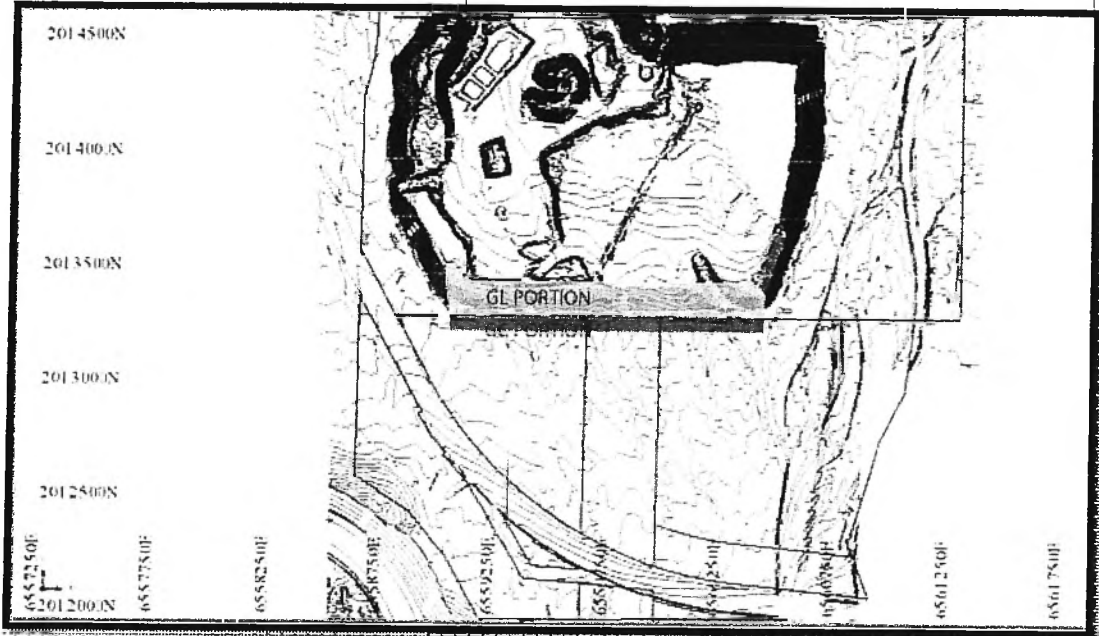


Figure 2 – Highlights common boundary with yellow being leased portion and green being owned portion

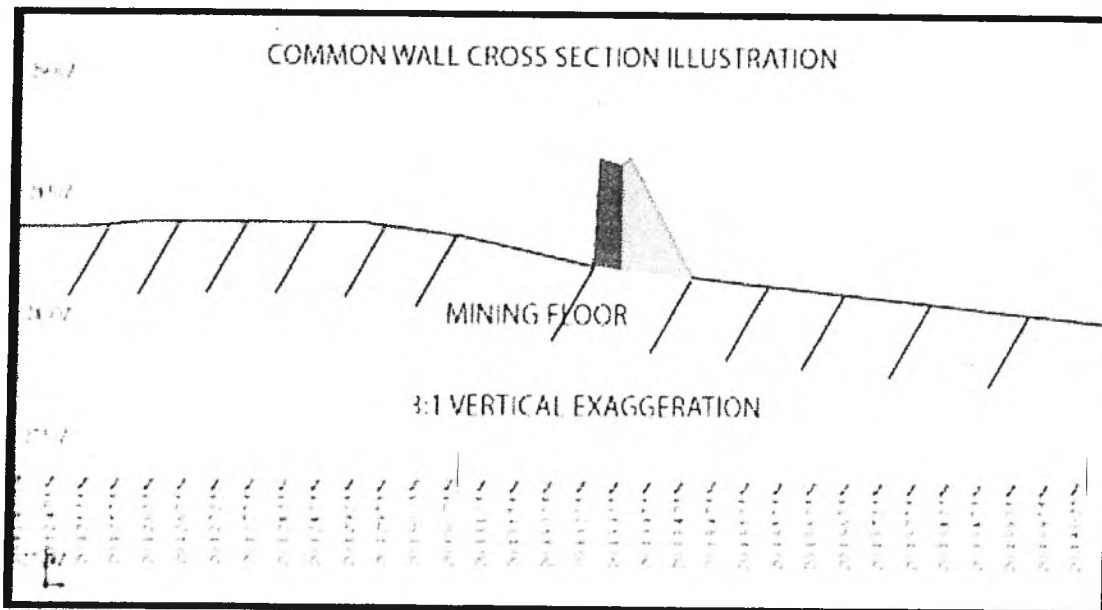


Figure 3 – Cross section showing common boundary with yellow being leased portion and green being owned portion.

Recipient Committee
Campaign Statement
Cover Page

COVER PAGE

Date Stamp

CALIFORNIA
FORM 460

Page 1 of 2

For Official Use Only

Statement covers period
from JAN 1, 2016
through SEPT 24, 2016

Date of election if applicable:
(Month, Day, Year)
NOV 8, 2016

SEE INSTRUCTIONS ON REVERSE

1. Type of Recipient Committee: All Committees – Complete Parts 1, 2, 3, and 4.

- ☐ Officeholder, Candidate Controlled Committee
☐ State Candidate Election Committee
☐ Recall
(Also Complete Part 5)

- ☐ General Purpose Committee
☐ Sponsored
☐ Small Contributor Committee
☐ Political Party/Central Committee

- ☐ Primarily Formed Ballot Measure Committee
☐ Controlled
☐ Sponsored
(Also Complete Part 6)
☒ Primarily Formed Candidate/Officeholder Committee
(Also Complete Part 7)

2. Type of Statement:

- ☐ Preelection Statement
☒ Semi-annual Statement
☐ Termination Statement
(Also file a Form 410 Termination)
☐ Amendment (Explain below)
☐ Quarterly Statement
☐ Special Odd-Year Report

3. Committee Information

I.D. NUMBER
1387015

COMMITTEE NAME (OR CANDIDATE'S NAME IF NO COMMITTEE)

LANE FOR AVEK WATER AGENCY 2016

STREET ADDRESS (NO P.O. BOX)

42220 10TH ST W. SUITE 101

CITY STATE ZIP CODE AREA CODE/PHONE
LANCASTER CA 93534 6619420435

MAILING ADDRESS (IF DIFFERENT) NO. AND STREET OR P.O. BOX

CITY STATE ZIP CODE AREA CODE/PHONE

OPTIONAL: FAX / E-MAIL ADDRESS

661-942-7485 MVBSPAT@VERIZON.NET

Treasurer(s)

NAME OF TREASURER

PAT ARNOLD

MAILING ADDRESS

SAME

CITY STATE ZIP CODE AREA CODE/PHONE

NAME OF ASSISTANT TREASURER, IF ANY

MAILING ADDRESS

CITY STATE ZIP CODE AREA CODE/PHONE

OPTIONAL: FAX / E-MAIL ADDRESS

4. Verification

I have used all reasonable diligence in preparing and reviewing this statement and to the best of my knowledge the information contained herein and in the attached schedules is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 9/25/16
Date

Executed on 9/25/16
Date

Executed on
Date

Executed on
Date

By
Signature of Treasurer or Assistant Treasurer

By
Signature of Controlling Officeholder, Candidate, State Measure Proponent or Responsible Officer of Sponsor

By
Signature of Controlling Officeholder, Candidate, State Measure Proponent

By
Signature of Controlling Officeholder, Candidate, State Measure Proponent

FPPC Form 460 (Jan/2016)
FPPC Advice: advice@fppc.ca.gov (866/275-3772)

LRSG 00155

George Lane

From: "Sauder, James" <James.Sauder@gcinc.com>
Date: Friday, July 29, 2016 3:28 PM
To: <JLane@avmvbs.com>; <mvbs@verizon.net>
Attach: Live to Tell Location Agreement Granite - PDF with visible changes.pdf
Subject: Live to Tell Location Agreement Granite - PDF with visible changes Granite Littlerock

CC: JL

Justin,

A docuseries wants to shoot some footage for a Fallejuh, Iraq at the Littlerock facility. Attached is the agreement between Granite and the production company. I have a call into George to ask his permission for this film shoot.

Thanks,

Jim Sauder

Plants Manager
Palmdale, Ventura

Direct 661-392-5832 Ext. 25832
Cell 661-810-9417
james.sauder@gcinc.com
www.graniteconstruction.com

8/1/16
OK per Gal
& spoke w/ Jim

Your message is ready to be sent with the following file or link attachments:

Live to Tell Location Agreement Granite - PDF with visible changes

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

7/29/2016

LRSG 00156

Granite Construction Company

LOCATION AGREEMENT

1. USE OF PROPERTY

Granite Construction Company ("Granite") [IF THE GCI ENTITY CHANGES THE DEFINED ENTITY REFERENCE MAY CHANGE THROUGHOUT THIS DOCUMENT] hereby grants to _____ Four Five Productions, Inc (hereinafter called "Company") and its representatives, employees, contractors, agents, independent producers, and suppliers, permission to enter upon and use both the real and personal property located at _____ confined to areas shown on the map attached hereto designated as Attachment "B", the interior and exterior of buildings, improvements and structures, but excluding the name, signs or identification of the name of Granite or its sister and parent companies and associated trademarks including, without limitation, Desert Aggregates and Intermountain Slurry Seal, Inc (hereinafter called "Property") for the television show _____ The Warfighters (hereinafter called "Picture"), which permission includes the right to reproduce, distribute, perform and otherwise exhibit the Property as contained in the Picture in all media now known or hereafter devised, throughout the universe in perpetuity including without limitation photographing the Property and reproducing Property elsewhere for the purpose of photographing the same, including the name, signs and identifying features thereof, accurately or otherwise, by means of film, tape, videotape, digital formats, but excluding the name, signs or identification of the name of Granite or its sister and parent companies and associated trademarks including, without limitation, Desert Aggregates and Intermountain Slurry Seal, Inc., or other medium. Company shall not enter onto any other areas of Granite's property other than the Property. Company shall not enter natural areas lacking previous surface disturbance. In the event Granite is prevented from utilizing other means of ingress and egress to its facilities located on the Property, it shall have the right to use the Property for ingress and egress and both parties shall cooperate with each other in good faith to facilitate such ingress and egress in order to minimize any impact on the Company's utilization of the Property. The Company shall inform its representatives, employees, contractors, agents, independent producers, and suppliers of the terms and conditions of this Location Agreement.

2. TERM

The permission herein granted shall be for the dates set forth in Attachment "A", which period shall commence on or about _____ (subject to change on account of weather conditions, changes in the production schedule of the Picture or as set forth in paragraph 8 below) (the "Commencement Date") and continue until the completion of all scenes and work required on the Property in connection with the Picture. Granite also grants permission for Company to reenter the Property for the purpose of making added scenes and retakes ("Additional Use") and Company and Granite shall coordinate in good faith, taking into account Company's required schedule, with respect to any such required Additional Use.

3. CONDITION OF PROPERTY

{00051697.DOC;2}

Company acknowledges that it has inspected the Property and has determined for itself, based on such inspection, that the Property is suitable for its purposes. Granite makes no representation or warranty as to the condition and/or suitability of the Property and Company takes it in an 'as is' condition. Company may place any and all necessary facilities and equipment, including temporary sets, on the Property and agrees to remove same after the completion of Company's work and leave the Property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted. The Company shall not knowingly damage the habitat of, or take, kill, or collect any Property wildlife. Signs on the Property may, but need not, be removed or changed by Company; provided, however, that if such signs are moved or changed, they must be replaced in their original position. The Company shall remove from Property and properly dispose of any and all trash, litter, debris, waste, sewage, oil or other petroleum products, excess materials, or other substances, materials and items resulting from the Company's use of the Property. Upon completion of all scenes and work required on the Property in connection with the Picture and removal of Company's property from the Property, as required herein, the Designated Representative (as defined in paragraph 15) for Company and Granite shall jointly inspect the Property. Company shall promptly correct any deficient conditions discovered during such inspection to Granite's approval, provided that such approval shall not be unreasonably withheld.

4. UNAUTHORIZED PERSONS

Company or Granite shall have the right to expel from the Property any individual not authorized to be present at the Property by either Company or Granite while Company is present.

5. INDEMNITY; INSURANCE

The Company shall comply with all applicable local, state and federal laws and regulations. The Company is fully responsible for obtaining any permits or approvals required by state, local, or other federal agencies. (Examples: county use permits, fire permits, state air quality permits, etc.)

Company agrees to use reasonable care to prevent damage to the Property, and, to the fullest extent permitted by law, will indemnify, defend and hold harmless Granite, its parent company, affiliates and their respective officers, directors, employees and agents and _____ from and against any and all claims, damages, suits, actions, liabilities, attorney fees and costs and whether they arise before or after completion of Company's use of the Property as contemplated by this Location Agreement resulting from or arising out of any act, omission, fault or negligence (whether active or passive) on Company's part in connection with the use of the Property as provided in this Location Agreement. Company's obligation to indemnify, defend and hold harmless an indemnified party shall apply regardless of any allegations of active and/or passive negligent acts or omissions of an indemnified party.

Company shall indemnify, defend, and hold harmless Granite Construction Company, its parent company, affiliates and their officers, directors, employees, agents, and _____ from and against all claims, demands, damages and liability for any proceedings, suits, demands, claims, costs or liabilities arising under

CERCLA/SARA, California Hazardous Substances Account Act, or any other federal, state or local law, ordinance or regulation pertaining to hazardous or toxic substances or endangered species or any other claims, costs, proceedings, suits, demands or liabilities resulting from or attributable to the presence, use, disposal, storage, generation, transportation, treatment, release or threatened release of hazardous substances or toxic wastes brought on site by Company and/or arising out of resulting from the acts or omissions of Company in connection with the use of the Property as provided in this Location Agreement.

Immediately following execution of this Agreement by Company and, in any event, before entering on to the Property, Company shall procure, and maintain in full force and effect so long as necessary to fully protect Granite, Worker's Compensation Insurance in accordance with the laws of the state of California; Commercial General Liability Insurance on an occurrence basis only including, without limitation, contractual liability; Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the Services and such other coverage and in the minimum limits as follows:

INSURANCE LIABILITY LIMITS:

A. Workers' Compensation & Employer Liability

Workers' Compensation Limits – Statutory

Employers Liability Limits

\$1,000,000 Each Accident

\$1,000,000 Disease – Policy Limit

\$1,000,000 Disease – Each Employee

B. Commercial General Liability (Occurrence Form Only) Limits

\$2,000,000 Each Occurrence / \$4,000,000 Aggregate

\$2,000,000 Personal Injury Liability

Including contractual liability, broad form property damage, and coverage for explosion, collapse and underground damages.

C. Automobile Liability Limits

\$1,000,000 Combined Single Limit Each Occurrence Bodily Injury and Property Damage Including Owned, Non-owned, and Hired Vehicles.

Promptly following execution of this Agreement, but in any event prior to entry onto the Property, Company shall furnish a certificate of insurance, satisfactory to Granite, from each insurance company providing coverage to Company showing that the insurance

{00051697.DOC;2}

coverage required herein is in force, stating policy numbers, dates of expiration and limits of liability thereunder, and further providing that the insurance will not be canceled, modified or changed until the expiration of at least thirty (30) days after written notice of such cancellation, modification or change has been given either by personal delivery or by United States certified mail (postage prepaid) return receipt requested to Granite. Granite, its parent company, affiliates and their respective officers, directors, employees and agents and _____ shall be named, by endorsement, as additional insureds.

The policies (except for worker's compensation) shall be endorsed to stipulate that the insurance afforded the additional insured, including "excess" policies, shall apply as primary insurance and that any other insurance maintained by Granite shall be in excess only and shall not be called upon to contribute with the insurance of Company.

6. GRANT OF RIGHTS

All rights of every kind in and to all photographs and sound recordings made hereunder (including, but not limited to, the right to exhibit any and all scenes photographed or recorded at and of the Property or reproduction of the Property throughout the world in perpetuity) shall be and remain vested in Company, its successors, assigns and licensees, and neither Granite nor any tenant, or other party now or hereafter having an interest in the Property, shall have any right of action against Company or any other party arising out of any use of said photographs and/or sound recordings whether or not such use is, or may be claimed to be defamatory, untrue, or censurable in nature and Granite, any tenant, and any other party now or hereafter having an interest in the Property, hereby waives any and all rights of privacy, publicity, or any other rights of a similar nature in connection with the exploitation of any such photography or sound recordings. This grant of rights, however, excludes photograph and/or sound recordings depicting or identifying the name Granite or its sister and parent companies and associated trademarks, including without limitation, Desert Aggregates and Intermountain Slurry Seal, Inc. No breach of this Location Agreement will be deemed sufficient to entitle Granite to injunctive or other equitable relief.

The Company will provide a copy of the video in ~~VHS~~-digital format to Granite's Designated Representative. If still photography, the Company will provide either a photo or tear sheet of the photo for Granite's records. Granite will not use the video or photos for any commercial purpose; however, a segment may be duplicated for the purpose of promoting Granite's property to the film industry.

The Company will provide ~~film location credits for movies and television shows. The credits must benefit the stature of to Granite.~~ in the credits of the Picture if credits are given to other entities and if such credit is approved by any applicable third party broadcaster and/or distributor of the Picture. No casual or inadvertent failure to include such credit shall be deemed a breach of this Location Agreement.

7. CONSIDERATION

In full consideration of Granite entering into this agreement and granting to Company all rights granted hereunder, Company shall pay Granite the amounts set forth in Attachment "A".

8. POSTPONEMENT

The Commencement Date and any and all obligations of the parties hereto shall be postponed for a period equal to the period of any Act of God, fire, strike or other labor controversy, law or other governmental regulation which hinders or prevents Company's normal business operations or production of the Picture or other event of force majeure (as such term is customarily defined by Company), plus such additional period of time as Company may reasonably require to recommence production of the Picture.

9. ELECTION NOT TO PROCEED

Company shall have no obligation to use the Property or include the Property in the Picture. Should Company elect at any time not to use said Property for filming or any other purposes (which Company shall have the right to do), written notice thereof will be given by Company to Granite. If such written notice is given prior to Company using the Property, Granite shall not be entitled to any compensation. If such written notice is given after Company uses the Property, Company shall remain obligated under the terms of this Agreement, including, but not limited to restoring the Property as provided above and Granite shall only be entitled to receive as full compensation for Company's use the amount of _____ plus _____ for each day (or part thereof) of preparation and/or photography that Company actually used the Property.

10. INCORPORATION OF ATTACHMENTS

The provisions contained in Attachment "A" and Attachment "B" attached hereto shall be deemed to be part of this Agreement.

11. GRANITE REMEDIES

The rights and remedies of Granite in the event of any breach by Company of this Agreement shall be limited to Granite's right to recover damages, if any, in an action at law, and Granite waives any right or remedy in equity, including without limitation any right to terminate or rescind the agreement, or any right granted to Company hereunder, or to enjoin or restrain or otherwise impair in any manner the production, distribution, exhibition or other exploitation of the Picture or any parts or elements thereof or the use, publication or dissemination of any advertising in connection therewith.

12. GRANITE WARRANTIES

The undersigned warrants that the undersigned has the full right and complete authority to enter into this Agreement, that the consent of no other party is necessary to effectuate the full and complete permission granted herein to Company to use the Property as described above or to grant the rights conveyed to Company hereunder, and that the use of the Property as provided herein shall not violate any applicable ordinance, zoning restriction or local laws. Other than warranties identified in this Agreement, Granite provides no other warranties, expressed or implied, to Company.

ATTACHMENT "A"

Company shall have the right to use the Property for all uses in connection with the Picture (e.g., for preparation, photography and striking/clean up) for a period of time currently scheduled to commence on _____.

CONSIDERATION

The sum of _____ (\$ _____), which amounts shall be payable as follows:

Should Company require Additional Use of the Property as set forth in the agreement, the foregoing consideration shall be pro-rated at the rate of _____ dollars (\$ _____) for each day (or part thereof), up to a maximum of _____ () days, for each day of such Additional Use. Full payment of such consideration shall be made on or prior to each day of Additional Use.

Should Company require Additional Use exceeding three (3) Additional Use days, the Company shall pay in full on or prior to each day of Additional Use the foregoing pro-rated consideration rate of _____ dollars (\$ _____) for each day plus an additional _____ dollars (\$ _____) for each day.

Should Company require commercial sweeping of the roadway prior to filming, the Company shall pay in full prior to sweeping the sum of _____ dollars (\$ _____).

SPECIAL TERMS AND CONDITIONS, IF ANY

George Lane

From: "Taylor, William" <William.Taylor@gcinc.com>
Date: Tuesday, May 10, 2016 1:18 PM
To: "George Lane" <mvbs@verizon.net>
Subject: RE: Appt w/ George Lane

Great, I'll see you next Tuesday

Cheers,

Bill Taylor

From: George Lane [mailto:mvbs@verizon.net]
Sent: Monday, May 09, 2016 4:19 PM
To: Taylor, William
Subject: Re: Appt w/ George Lane

A diagonal stamp with the word "COPY" in a bold, sans-serif font, preceded by a small icon of a document with a checkmark.

We are confirmed -
Thanks for your patience!!

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: Taylor, William
Sent: Monday, May 09, 2016 1:30 PM
To: George Lane
Subject: RE: Appt w/ George Lane

Ann,

Let's do 5/17 at 1:30 pm. Please confirm.

Cheers,

Bill Taylor

From: George Lane [mailto:mvbs@verizon.net]
Sent: Monday, May 09, 2016 11:37 AM
To: Taylor, William
Subject: Fw: Appt w/ George Lane

Hey Bill,
I'm just getting back to you about the appointment with George sometime.
Wed. 5/12 is not going to work.

5/11/2016

LRSG 00163

How does Mon. 5/16, Tues. 5/17 or Wed. 5/18 look for you ?? George's schedule is pretty open in the afternoons any of those days.

Let me know if any of those will work for you.

Thanks,

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: George Lane
Sent: Monday, May 02, 2016 11:38 AM
To: Taylor, William
Subject: Re: Appt w/ George Lane

Bill,
Sorry for the delay. How about May 12th at 1:30 ?

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: Taylor, William
Sent: Tuesday, April 26, 2016 11:53 AM
To: George Lane
Subject: RE: Appt w/ George Lane

I'm unavailable.

What about Thursday the 12th? I'm available any time after 9:30 am

Cheers,

Bill Taylor

From: George Lane [<mailto:mvbs@verizon.net>]
Sent: Monday, April 25, 2016 5:17 PM
To: Taylor, William
Subject: Fw: Appt w/ George Lane

5/11/2016

LRSG 00164

Oh sorry, I didn't double check and that spot got taken. How does Thurs. 5/5 @ 1:30 look ?

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: George Lane
Sent: Monday, April 25, 2016 5:12 PM
To: Taylor, William
Subject: Re: Appt w/ George Lane

Wed., 5/4 @ 1:30 will work.
The appt with the City Manager is Wed., 5/11 @ 1:30

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: Taylor, William
Sent: Thursday, April 21, 2016 4:34 PM
To: George Lane
Subject: RE: Appt w/ George Lane

Thanks, this will help me be better prepared for the discussion.

Wednesday May 4th will work best for me. Does 1:30 PM work for George's schedule?

When is the meeting with the City Manager?

Cheers,

Bill Taylor

From: George Lane [<mailto:mvbs@verizon.net>]
Sent: Thursday, April 21, 2016 4:29 PM
To: Taylor, William
Subject: Re: Appt w/ George Lane

That's one of the items but the other was the south boundary where it joins Granite's property. He'd like to talk with you about:

5/11/2016

LRSG 00165

1. As far as 70th St., we've made an appointment with new city manager which you may or may not wish to attend regarding vacating the 70th St. easement.
2. Where our south boundary meets Granite's north boundary. What Granite may wish to do in the setback area where the 2 properties adjoin.

Thanks,

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: Taylor, William
Sent: Thursday, April 21, 2016 3:49 PM
To: George Lane
Subject: RE: Appt w/ George Lane

Hi Anne,

Does George want to revisit the possibility of mining under 70th street? We've discussed that several times in the past and mutually concluded that will be impractical. Is there new information we need to discuss?

Cheers,

Bill Taylor

From: George Lane [<mailto:mvbs@verizon.net>]
Sent: Wednesday, April 20, 2016 3:34 PM
To: Taylor, William
Subject: Appt w/ George Lane

Bill,

George would like to meet with you regarding the boundary with High Grade and the south side. Next week he's available Monday, 4/25 after 1:30 or Wed., 4/27 after 1:30. The following week, he's available Tues. 5/3, Wed., 5/4 or Thurs., 5/5 all preferably in the afternoon. Let me know if any of those will work for you.

Thanks,

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

5/11/2016

LRSG 00166

5/11/2016

LRSG 00167

George Lane

From: "George Lane" <mvbs@verizon.net>
Date: Monday, May 09, 2016 11:37 AM
To: <William.Taylor@gcinc.com>
Subject: Fw: Appt w/ George Lane

Hey Bill,

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Lane Ranch & Co.
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Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: Taylor, William
Sent: Tuesday, April 26, 2016 11:53 AM
To: George Lane
Subject: RE: Appt w/ George Lane

I'm unavailable.

5/9/2016

LRSg 00168

What about Thursday the 12th? I'm available any time after 9:30 am

Cheers,

Bill Taylor

From: George Lane [mailto:mvbs@verizon.net]
Sent: Monday, April 25, 2016 5:17 PM
To: Taylor, William
Subject: Fw: Appt w/ George Lane

Oh sorry, I didn't double check and that spot got taken. How does Thurs. 5/5 @ 1:30 look ?

Ann Brown
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Lane Ranch & Co.
42220 10th St. West, Suite 101
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661.942.0435

From: George Lane
Sent: Monday, April 25, 2016 5:12 PM
To: Taylor, William
Subject: Re: Appt w/ George Lane

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The appt with the City Manager is Wed., 5/11 @ 1:30

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Lane Ranch & Co.
42220 10th St. West, Suite 101
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661.942.0435

From: Taylor, William
Sent: Thursday, April 21, 2016 4:34 PM
To: George Lane
Subject: RE: Appt w/ George Lane

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When is the meeting with the City Manager?

Cheers,

5/9/2016

LRSG 00169

Bill Taylor

From: George Lane [<mailto:mvbs@verizon.net>]
Sent: Thursday, April 21, 2016 4:29 PM
To: Taylor, William
Subject: Re: Appt w/ George Lane

That's one of the items but the other was the south boundary where it joins Granite's property. He'd like to talk with you about:

1. As far as 70th St., we've made an appointment with new city manager which you may or may not wish to attend regarding vacating the 70th St. easement.
2. Where our south boundary meets Granite's north boundary. What Granite may wish to do in the setback area where the 2 properties adjoin.

Thanks,

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: Taylor, William
Sent: Thursday, April 21, 2016 3:49 PM
To: George Lane
Subject: RE: Appt w/ George Lane

Hi Anne,

Does George want to revisit the possibility of mining under 70th street? We've discussed that several times in the past and mutually concluded that will be impractical. Is there new information we need to discuss?

Cheers,

Bill Taylor

From: George Lane [<mailto:mvbs@verizon.net>]
Sent: Wednesday, April 20, 2016 3:34 PM
To: Taylor, William
Subject: Appt w/ George Lane

Bill,
George would like to meet with you regarding the boundary with High Grade and the south side.

· 5/9/2016

LRSG 00170

Next week he's available Monday, 4/25 after 1:30 or Wed., 4/27 after 1:30
The following week, he's available Tues. 5/3, Wed., 5/4 or Thurs., 5/5 all preferably in the afternoon.
Let me know if any of those will work for you.

Thanks,

Ann Brown
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Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

5/9/2016

LRSG 00171

George Lane

From: "Taylor, William" <William.Taylor@gcinc.com>
Date: Tuesday, April 26, 2016 11:53 AM
To: "George Lane" <mvbs@verizon.net>
Subject: RE: Appt w/ George Lane

I'm unavailable.

What about Thursday the 12th? I'm available any time after 9:30 am

Cheers,

Bill Taylor

From: George Lane [mailto:mvbs@verizon.net]
Sent: Monday, April 25, 2016 5:17 PM
To: Taylor, William
Subject: Fw: Appt w/ George Lane

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Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: George Lane
Sent: Monday, April 25, 2016 5:12 PM
To: Taylor, William
Subject: Re: Appt w/ George Lane

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The appt with the City Manager is Wed., 5/11 @ 1:30

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: Taylor, William
Sent: Thursday, April 21, 2016 4:34 PM
To: George Lane

*2 email'd
Back to Bill
1:30?*

4/29/2016

LRSG 00172

Subject: RE: Appt w/ George Lane

Thanks, this will help me be better prepared for the discussion.

Wednesday May 4th will work best for me. Does 1:30 PM work for George's schedule?

When is the meeting with the City Manager?

Cheers,

Bill Taylor

From: George Lane [<mailto:mvbs@verizon.net>]

Sent: Thursday, April 21, 2016 4:29 PM

To: Taylor, William

Subject: Re: Appt w/ George Lane

That's one of the items but the other was the south boundary where it joins Granite's property. He'd like to talk with you about:

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2. Where our south boundary meets Granite's north boundary. What Granite may wish to do in the setback area where the 2 properties adjoin.

Thanks,

Ann Brown
Monte Vista Building Sites, Inc.
Lane Ranch & Co.
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: [Taylor, William](#)

Sent: Thursday, April 21, 2016 3:49 PM

To: [George Lane](#)

Subject: RE: Appt w/ George Lane

Hi Anne,

Does George want to revisit the possibility of mining under 70th street? We've discussed that several times in the past and mutually concluded that will be impractical. Is there new information we need to discuss?

Cheers,

4/29/2016

LRSG 00173

Bill Taylor

From: George Lane [<mailto:mvbs@verizon.net>]

Sent: Wednesday, April 20, 2016 3:34 PM

To: Taylor, William

Subject: Appt w/ George Lane

Bill,

George would like to meet with you regarding the boundary with High Grade and the south side.

Next week he's available Monday, 4/25 after 1:30 or Wed., 4/27 after 1:30

The following week, he's available Tues. 5/3, Wed., 5/4 or Thurs., 5/5 all preferably in the afternoon.

Let me know if any of those will work for you.

Thanks,

Ann Brown

Monte Vista Building Sites, Inc.

Lane Ranch & Co.

42220 10th St. West, Suite 101

Lancaster, CA 93534

661.942.0435

4/29/2016

LRSG 00174

From: George Lane
Sent: Monday, January 26, 2015 3:45 PM
To: jim.roberts@gcinc.com
Subject: Current Lease Granite/Little Rock Sand & Gravel

 COPY

Mr. Roberts,

Attached, is a follow up letter to our previous correspondences. The correspondence between our lawyers as referenced in the letter will be sent to you via mail.

Regards,

George M. Lane
Little Rock Sand & Gravel, Inc.
The Frank & Yvonne Lane Family Trust
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

3/10/2016

LRSG 00175

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

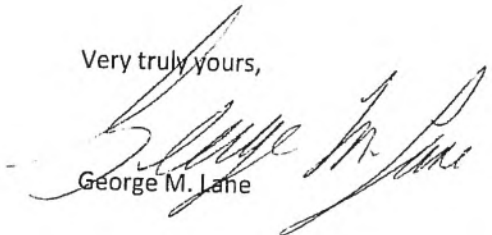
Dear Mr. Roberts:

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

LRSG 00176

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

December 1, 2014

James H. Roberts, President/CEO
Granite Construction Company
P.O. Box 50085
Watsonville, CA 95077-5085

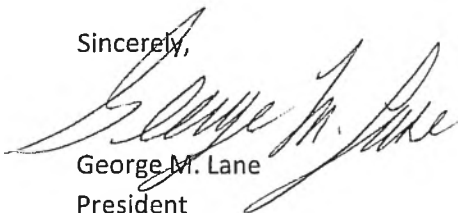
COPY

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 00177

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.

LRSG 00178

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,



George M. Lane
President



FILE COPY

George Lane

From: "George Lane" <mvbs@verizon.net>
Date: Monday, January 26, 2015 3:45 PM
To: <jim.roberts@gcinc.com>
Attach: IMG_0001.pdf
Subject: Current Lease Granite/Little Rock Sand & Gravel

Mr. Roberts,

Attached, is a follow up letter to our previous correspondences. The correspondence between our lawyers as referenced in the letter will be sent to you via mail.

Regards,

George M. Lane
Little Rock Sand & Gravel, Inc.
The Frank & Yvonne Lane Family Trust
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

*originals sent in
mail 1/26/15*

1/26/2015

LRSG 00180

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

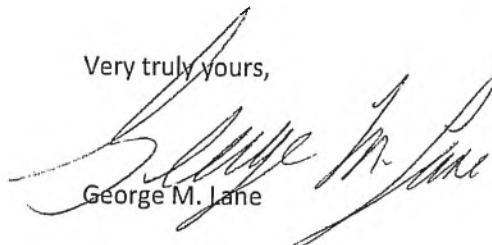
Dear Mr. Roberts:

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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

LRSG 00181

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

COPY

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.

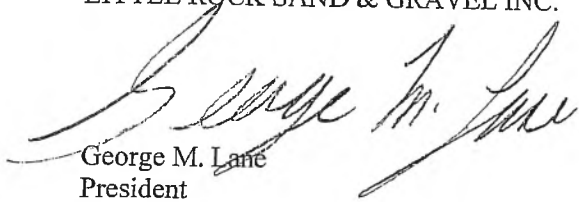
LRSG 00182

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.



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

February 12, 2015

Bill Taylor
Granite Construction
P.O. Box 902500
Palmdale, CA 93590-2500

 **COPY**

Bill,

Enclosed, please find a copy of a notice we received from the County of Los Angeles with regard to the Annual Weed Abatement Notice for the property in Littlerock (APN 3050-028-015) which is leased by Granite Construction Company.

We would appreciate you being sure this is taken of as soon as possible to avoid any assessed fines and/or fees.

Sincerely,


Ann Brown

LRSG 00184



FILE COPY

George Lane

From: "George Lane" <mvbs@verizon.net>
Date: Tuesday, January 13, 2015 3:34 PM
To: <jim.roberts@gcinc.com>
Attach: IMG.pdf
Subject: Fw: Current Lease Granite/Little Rock Sand & Gravel

Mr. Roberts,
"Attached", please find a follow-up letter to our previous correspondence.
I look forward to hearing from you.
Regards,

George M. Lane
Little Rock Sand & Gravel, Inc.
The Frank & Yvonne Lane Family Trust
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

 COPY

From: George Lane
Sent: Monday, December 01, 2014 2:31 PM
To: Roberts, Jim
Subject: Re: Current Lease Granite/Little Rock Sand & Gravel

Mr. Roberts:
"Attached", please find my letter to you and a copy of an email response from Granite's attorney.
Regards,

George M. Lane
Little Rock Sand & Gravel, Inc.
The Frank & Yvonne Lane Family Trust
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

From: Roberts, Jim
Sent: Tuesday, November 25, 2014 3:08 PM
To: mvbs@verizon.net
Cc: McGowan, Bruce ; Matheson, Pete ; Machado, Laurie
Subject: FW: Current Lease Granite/Little Rock Sand & Gravel

Dear Mr. Lane –

Thank you for sharing your concerns. I will have our local management work directly with you to make sure all

1/14/2015

LRSG 00185

efforts are being performed appropriately. Please feel free to reach back out me if you feel additional input by myself is needed.

All the best.

Jim

James H. Roberts

President & CEO

Granite Construction Incorporated

Direct 831.761.7845 | Cell 831.214.8633 | Fax 831.761.4712

Jim.Roberts@gcinc.com | www.graniteconstruction.com

GRANITE



From: George Lane [mailto:mvbs@verizon.net]

Sent: Monday, November 24, 2014 9:41 AM

To: Roberts, Jim

Subject: Current Lease Granite/Little Rock Sand & Gravel

Mr. Roberts and Board of Directors:

"Attached", please find a very important and time sensitive letter regarding the lease between Granite Construction, Inc. and Little Rock Sand & Gravel, Inc.

I look forward to hearing from you.

Regards,

George M. Lane

Little Rock Sand & Gravel, Inc.

The Frank & Yvonne Lane Family Trust

42220 10th St. West, Suite 101

Lancaster, CA 93534

661.942.0435

1/14/2015

LRSG 00186

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.

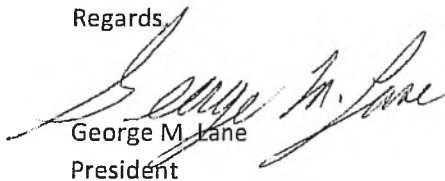
We wish to resolve this matter. However, I am worried that Granite's local management has shown very little interest in meeting with us. Your November 25 email invited us to contact you if we felt your additional input is needed. It is. I hope this can be considered at the corporate level because it does not appear to have been done so at the local level.

LRSG 00187

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 typed name and title.

George M. Lane
President

FRANK A. LANE
PRESIDENT



FILE COPY

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

April 8, 2014

Bill Taylor
Granite Construction
P.O. Box 902500
Palmdale, CA 93590-2500

COPY

Dear Bill:

Enclosed, please find a copy of a notice we received from the County of Los Angeles with regard to the property in Littlerock (APN 3050-028-015) which is leased by Granite Construction Company.

We would appreciate you being sure this is taken of as soon as possible to avoid any fines.

Sincerely,

A handwritten signature in cursive script that reads "Ann Brown".

Ann Brown

LRSG 00189



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

**Department of
Agricultural Commissioner/
Weights and Measures**

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>



Richard K. Iizuka
Chief Deputy

March 11, 2014

WEED ABATEMENT INFORMATION ENCLOSED

MONTE VISTA BUILDING SITES INC
42220 10TH ST W STE 101
LANCASTER CA 93534

**CLEARANCE
DEADLINE LETTER
RE: PARCEL 3050-028-015**

Dear property owner:

Thank you for responding to the ANNUAL WEED ABATEMENT NOTICE; we are pleased you have decided to maintain your property.

In order to coordinate our clearing efforts, please arrange to have your parcel(s) cleared by: **May 1, 2014**, for annual weeds, brush and rubbish, and **November 1, 2014**, for tumbleweeds, when our County crews will be working and inspecting parcels in your area for hazardous weeds, brush or trash. Tumbleweeds constitute a public nuisance when they occur on the property in sufficient amounts to blow off and spread, cause accidents on the highway, damage agricultural crops or build up along fences, homes, etc. After these dates, if your parcel(s) requires clearing of any hazards, County crews may perform the necessary work with the costs assessed upon the property.

Please remember that it is your responsibility to maintain the property hazard free and fire safe throughout the year. Regrowth or debris accumulation can create new hazards in the future that will require abatement by you or County crews.

It's our goal to assist property owners to maintain their own properties whenever possible. If you desire additional information regarding this letter, please contact Inspector **Vincent Jauregui** at (661) 974-8808. A diagram of the general clearance requirements is available on our website at <http://acwm.lacounty.gov>.

Sincerely,

Inspector Vincent Jauregui
(661) 974-8808

TDD (626) 575-5520
FOR THE HEARING IMPAIRED

If you suspect fraud or wrongdoing by a County employee, please report it to the County Fraud Hotline at 1-800-544-6861 or www.lacountyfraud.org/

**Protecting Consumers and the Environment Since 1881
To Enrich Lives Through Effective and Caring Service**

LRSG 00190

3050 | 28
SCALE 1" = 300'



LRSG 00191

George Lane

From: "George Lane" <mvbs@verizon.net>
Date: Monday, December 01, 2014 2:31 PM
To: "Roberts, Jim" <Jim.Roberts@gcinc.com>
Attach: IMG_0001.pdf
Subject: Re: Current Lease Granite/Little Rock Sand & Gravel

Mr. Roberts:

"Attached", please find my letter to you and a copy of an email response from Granite's attorney.

Regards,

George M. Lane
Little Rock Sand & Gravel, Inc.
The Frank & Yvonne Lane Family Trust
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

A diagonal stamp with the word "COPY" in a bold, sans-serif font, preceded by a small icon of a document with a checkmark.

From: Roberts, Jim
Sent: Tuesday, November 25, 2014 3:08 PM
To: mvbs@verizon.net
Cc: McGowan, Bruce ; Matheson, Pete ; Machado, Laurie
Subject: FW: Current Lease Granite/Little Rock Sand & Gravel

Dear Mr. Lane –

Thank you for sharing your concerns. I will have our local management work directly with you to make sure all efforts are being performed appropriately. Please feel free to reach back out me if you feel additional input by myself is needed.

All the best.

Jim

James H. Roberts
President & CEO
Granite Construction Incorporated
Direct 831.761.7845 | Cell 831.214.8833 | Fax 831.761.4712
Jim.Roberts@gcinc.com | www.graniteconstruction.com

12/1/2014

LRSG 00192

GRANITE



From: George Lane [mailto:mvbs@verizon.net]
Sent: Monday, November 24, 2014 9:41 AM
To: Roberts, Jim
Subject: Current Lease Granite/Little Rock Sand & Gravel

Mr. Roberts and Board of Directors:

"Attached", please find a very important and time sensitive letter regarding the lease between Granite Construction, Inc. and Little Rock Sand & Gravel, Inc.

I look forward to hearing from you.

Regards,

George M. Lane
Little Rock Sand & Gravel, Inc.
The Frank & Yvonne Lane Family Trust
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

12/1/2014

LRSG 00193

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

December 1, 2014

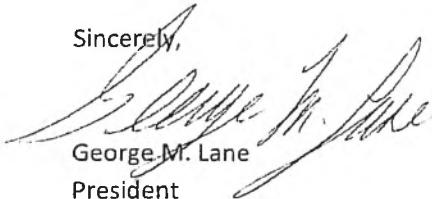
James H. Roberts, President/CEO
Granite Construction Company
P.O. Box 50085
Watsonville, CA 95077-5085

Dear Mr. Roberts:

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I look forward to discussing this issue with your designee.

Sincerely,



George M. Lane
President

LRSG 00194

FILE COPY

George Lane

From: "George Lane" <mvbs@verizon.net>
Date: Monday, November 24, 2014 9:41 AM
To: <jim.roberts@gcinc.com>
Attach: IMG.pdf
Subject: Current Lease Granite/Little Rock Sand & Gravel

Mr. Roberts and Board of Directors:

"Attached", please find a very important and time sensitive letter regarding the lease between Granite Construction, Inc. and Little Rock Sand & Gravel, Inc.

I look forward to hearing from you.

Regards,

George M. Lane
Little Rock Sand & Gravel, Inc.
The Frank & Yvonne Lane Family Trust
42220 10th St. West, Suite 101
Lancaster, CA 93534
661.942.0435

gc COPY

11/25/2014

LRSG 00195

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.

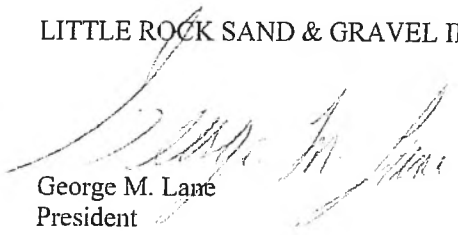
Granite Construction Company has a good reputation in California, but I believe that the leadership in this division is not following the high standards of the company. I think these actions demonstrate greed in order to save a little money. The water rights are important to the future of our family.

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.



George M. Lane
President

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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.

Attorneys for Granite Construction Company:
Robert G. Kuhs
Bernard C. Barmann, Jr.
Kuhs & Parker
1200 Truxtun Ave., Ste. 200
P.O. Box 2205
Bakersfield, CA 93303

Executed on January 5, 2018, at Costa Mesa, California.

1084705.1