

Appendix C: **Lake Access and Easement Maintenance Agreement**

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26
RECORDING REQUESTED BY
FIRST AMERICAN TITLE
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Alameda County Flood Control and
Water Conservation District - Zone 7
5998 Parkside Drive
Pleasanton, California 94588

Recorded for the benefit of the
Alameda County Flood Control
and Water Conservation District
No fee under Government Code § 27383



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06/27/2003 04:44 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE:

0.00



24 PGS

SP853518

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LAKE ACCESS AND EASEMENT MAINTENANCE AGREEMENT

TRANSFER TO EXEMPT
ENTITY / CONSIDERATION
LESS THAN \$100!

This Lake Access and Easement Maintenance Agreement (the "Agreement") is made and entered into as of June 27, 2003, by and between HANSON AGGREGATES MID-PACIFIC, INC., a Delaware corporation formerly known as Kaiser Sand and Gravel Company ("Hanson"), and ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT - ZONE 7, a California public entity (hereinafter "Zone 7") with reference to the following facts:

RECITALS

A. Hanson is the owner of certain real property located in the County of Alameda ("County"), State of California, consisting of various quarry lands and other lands utilized as a processing plant (collectively the "Hanson Properties"). Hanson also leases from Pleasanton Gravel Company ("Pleasanton Gravel") a parcel of land known as Parcel 9 (hereinafter referred to as "Parcel 9" or "Lake H Parcel"), more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, pursuant to a lease dated October 27, 1980 (herein referred to as the "Parcel 9 Lease").

B. The Hanson Properties include (but are not limited to) certain real property being conveyed to Zone 7 by several separate instruments recorded substantially concurrent herewith (together with the Parcel 9 Agreement, as defined below, the "Conveyancing Documents"), including (1) the parcel or parcels of land (hereinafter the "Lake I Parcel") located west of Parcel 9, which has been mined out and is presently occupied by a lake ("Lake I"), and (2) the parcel or parcels of land located to the south of Parcel 9 (hereinafter the "Cope Lake Parcel"), which also has been mined and is currently inundated by a lake ("Cope Lake"). Parcel 9 also is mined out and partially inundated by a lake ("Lake H"). Exhibit "B" attached hereto is a map showing the approximate locations of Lake H, Lake I and Cope Lake (the "Zone 7 Lakes"), together with the Lake I Parcel, the Cope Lake Parcel, Parcel 9, the Operating Road (as defined below) and the Future Street Right of Way (as defined below). The

combined legal description of the Lake I Parcel and the Cope Lake Parcel is attached hereto as Exhibit "C".

C. Pursuant to an agreement between Hanson and Zone 7 dated January 21, 1987 (the "1987 Agreement") executed in connection with a surface mining reclamation plan as approved by the County (hereinafter the "Reclamation Plan"), (1) certain portions of the Hanson Property including the Lake I Parcel and the Cope Lake Parcel are to be conveyed to Zone 7 upon completion of certain mining activities, and Hanson has certain maintenance, warranty and reclamation obligations which will survive the conveyance of these properties; and (2) Hanson has installed or will install certain levees (the "Levees") and outfall structures, turnout structures and conduits ("Water Conveyance Structures"). Zone 7 also anticipates that it will acquire fee title to Parcel 9 from Pleasanton Gravel by separate conveyance and that prior to or after completing its maintenance and reclamation activities with respect to Parcel 9 (depending upon when such conveyance is to occur), Hanson will relinquish its leasehold interest in Parcel 9, as more particularly provided in a certain Parcel 9/Lake H Agreement between Hanson and Zone 7 executed substantially concurrent herewith (the "Parcel 9 Agreement").

D. Pursuant to the Conveyancing Documents, Hanson has reserved certain rights of ingress and egress and other rights and easements for road purposes, and pursuant to the Parcel 9 Agreement, Hanson shall obtain certain related ingress and egress rights and easements, all for the benefit of those portions of the Hanson Properties not being conveyed to Zone 7 or for the purpose of enabling Hanson to complete its maintenance, warranty and reclamation activities, as applicable. In addition, pursuant to the Conveyancing Documents, Hanson has granted certain easements and rights of way for ingress and egress to Zone 7.

E. The parties desire to provide more particularly for the respective use, operation, control and maintenance by each of Hanson and Zone 7 and their respective agents, employees, independent contractors and other permitted invitees, as more particularly provided in this Agreement hereinafter, of the various roads, streets and other means of access created by or in connection with the Conveyancing Documents, including without limitation the existing roadway known as "El Charro Road" or the "Hanson Haul Road" as relocated and reconstructed from time to time (hereinafter the "Operating Road"), extending generally from Hanson's bridge crossing as now in existence and hereafter replaced over the Arroyo Mocho, the approaches and connections thereto, and continuing south over lands owned by Zone 7, extending southerly to the point of entry to Hanson's existing gravel processing facilities, where the Operating Road terminates (adjacent to the southwest corner of Cope Lake), as depicted on attached Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Recitals: The foregoing recitals are true and are incorporated herein by this reference as though set forth in full.

2. Delineation of Easement Areas: Pursuant to the Conveyancing Documents, Hanson has granted to Zone 7 several perpetual non-exclusive easements (collectively, the "Zone 7 Access Easement") appurtenant to the Zone 7 Lakes for vehicular access to the Zone 7 Lakes and to the Levees and Water Conveyance Structures for the purpose of maintaining and operating the Zone 7 Lakes and the Levees and Water Conveyance Structures as part of Zone 7's surface water percolation and groundwater storage or recharge system, subject to the limitations and terms of this Agreement. The Zone 7 Access Easement includes easements over areas and rights-of-way as delineated in the Conveyancing Documents which include (a) certain existing roadways, subject to relocation and reconstruction from time-to-time, and otherwise as therein described, generally around or near the perimeter of Cope Lake (the

"Cope Lake Access Easement"), and (b) certain easements created in favor of Zone 7 over segments of the Operating Road not located on property conveyed to Zone 7 (the "Zone 7 Operating Road Easements"). In addition, Hanson has reserved in the Conveyancing Documents easements for the continued use, repair, replacement, relocation, maintenance and operation of the Operating Road and the other existing and future roadways located in lands conveyed to Zone 7 under the Conveyancing Documents, and has reserved the right to enter and use the Zone 7 Lakes and related access areas for the purposes of conducting its maintenance, warranty and reclamation activities under the 1987 Agreement and the Reclamation Plan. The rights or areas of access reserved by Hanson as herein described other than with respect to the Operating Road, together with the Cope Lake Access Easement, are sometimes collectively referred to as the "Lake Access Routes."

3. Limited Access; Security Gates: Each of Zone 7 and Hanson shall take appropriate steps, including the maintenance of locked gates and other security devices, to exclude all unauthorized persons other than Zone 7's and Hanson's respective agents, employees, contractors and permitted invitees from entering or using any of the areas accessed by the Operating Road and the Lake Access Routes. Zone 7 and Hanson shall be provided at all times with keys, combinations, and other means of entering any of such gates. Hanson exclusively reserves the right at all times to control access and manage and maintain security if and to the extent Hanson desires or is required to provide access to the Operating Road, whether by Hanson or Zone 7, or their respective agents, employees and contractors, or by others. Hanson further shall have the right to install secure gates and other means of controlling ingress and egress to the Lake Access Routes or the Operating Road, in which event Zone 7 shall be provided with keys, combinations and other means of ingress and egress through such controlled gates.

4. Busch Road Ingress and Egress: Anything herein to the contrary notwithstanding, it is understood and agreed that the Operating Road, including the Zone 7 Operating Road Easement segments granted to Zone 7, extends from the Arroyo Mocho southerly to a point adjoining the southwesterly corner of Cope Lake, where the Operating Road terminates without connection to a public road, and that the Zone 7 Operating Road Easements do not and shall not provide ingress and egress to or for the Zone 7 Parties on or through any other part of the Hanson Property for purposes of providing ingress and egress to or from Busch Road located to the south and west of the Operating Road, unless and until a route over the area of Hanson's Property lying between the terminus of the Operating Road and the existing public right of way is offered, improved and accepted as a formally dedicated and publicly maintained public street. Zone 7 acknowledges that Hanson will install and maintain gates restricting ingress and egress through any roadways maintained by Hanson connecting to Busch Road from the Operating Road. Hanson by separate instrument may grant Zone 7 a temporary revocable license to access the Operating Road from Busch Road, but such license is not contained in or created by this Agreement or the Conveyancing Documents.

5. Non-Exclusive Use: Zone 7 acknowledges that Hanson, for itself, its successors and assigns, reserves full use and control of the Operating Road (subject to the rights of the Zone 7 Parties, as defined below, to use the Operating Road as provided in the Conveyancing Documents and herein), and that Hanson may grant rights of ingress and egress to others, and may be obligated to permit continued ingress and egress to others over portions of the Operating Road. Such other users may include specifically (but without limitation) RMC Lonestar and its successors under the terms of a certain Compromise and Settlement Agreement and Stipulation for Judgment recorded October 29, 1984, as an attachment to the Judgment filed on said date in Actions Nos. H-73942-9 and H-82319-1, Alameda County Superior Court, as amended. Nothing in this Agreement or the Conveyancing Documents shall be deemed to authorize Zone 7 to grant permission or authorization to any party whomsoever to utilize the Operating Road for any purpose whatsoever, or to limit Hanson's right to do so, except that

Zone 7, its agents, employees, directors, independent contractors, and Permitted Invitees (collectively "Zone 7 Parties") shall have the right to use the Operating Road in connection with Zone 7's water management goals and objectives with respect to the Zone 7 Lakes. For purposes of the preceding sentence, the term "Permitted Invitees" means (a) specified persons such as tour groups or public officials who may enter the area of the Zone 7 Lakes for brief periods of time (not more than 12 hours per week and not more than 25 persons per month) while directly supervised and accompanied by management employees or board members of Zone 7, and (b) academic, environmental, scientific or water resource research personnel identified in advance in writing to Hanson while conducting specified research activities during specified times or periods of time as agreed by Zone 7 and Hanson from time to time. "Permitted Invitees" does not mean members of the public generally, nor does it mean permit holders, trail users, or others who may improperly receive authorization to enter or use the Zone 7 Lakes, the Lake Access Routes or Operating Road by Zone 7 but who are not described in clauses (a) and (b) of the preceding sentence and are not agents, employees, directors or independent contractors of Zone 7 (herein "Unauthorized Users"). Except to the extent the Operating Road or Lake Access Routes are dedicated to the public and open for use by the public generally, nothing herein shall be deemed to authorize any agent, employee, director or independent contractor of Zone 7 to authorize or invite others to use the Operating Road or any Lake Access Routes except for Permitted Invitees, and Zone 7 shall be fully responsible for the conduct of any Unauthorized User which is invited or permitted to use the Operating Road or Lake Access Routes by Zone 7. To the extent that Hanson retains rights to control ingress and egress and rights of access through any gates, locks and other devices installed by Hanson or Zone 7 to control access to the Operating Road, Hanson may delegate and assign such rights, in whole or in part, to other authorized users of the Operating Road.

6. Maintenance of Roadways and Other Installations: Except as provided in Section 6(a) below, the Operating Road shall be operated, maintained and repaired by Hanson in a sound and acceptable condition, at Hanson's sole expense; provided, however that Hanson shall have the right to recoup all or a portion of such costs by seeking contribution from users of the Operating Road other than the Zone 7 Parties. Once Hanson completes its warranty, maintenance and reclamation obligations under the 1987 Agreement, unless Hanson continues to use the Operating Road for other substantial purposes, Hanson may delegate its obligations to maintain or repair the Operating Road to other users, at Hanson's discretion. The physical condition of the Lake Access Routes shall be their AS-IS physical condition, without duty of maintenance except as expressly provided in this Agreement.

(a) Zone 7 shall keep the Operating Road surfaces clear of all debris and accumulation of dirt, gravel and rock resulting from uses of the Operating Road and Lake Access Routes by the Zone 7 Parties, and Zone 7 shall be responsible for all costs of clean-up of any spillage, release or disposal of any hazardous or toxic material, including but not limited to petroleum products, resulting from use of the Operating Road and Lake Access Routes by any of the Zone 7 Parties.

(b) Upon receipt of Zone 7's written request, Hanson will, at Hanson's sole cost and expense, construct a fence around the boundaries of Lake I, in accordance with plans and specifications that shall be prepared by Hanson and are subject to the prior written review and approval of Zone 7, which approval will not be unreasonably withheld, delayed or conditioned.

7. Injunctive Relief: Zone 7 acknowledges that violations of the restrictions on use by the public generally and by persons other than Zone 7 Parties in connection with the authorized uses of the Zone 7 Access Easement would cause grave and irreparable damage to Hanson and that it is not possible to compensate such damage in money since, among other things, such uses if not properly controlled might at some point in the future ripen into some

form of implied dedication or prescriptive easement and the mere establishment of a fact pattern of use by others could affect the outcome of future litigation if it should ever ensue concerning such claims by third parties. Accordingly, Zone 7 acknowledges and agrees that in case of any violation by Zone 7 (or by any Unauthorized Users) of the restrictions of use set forth in this Agreement, including but not limited to restrictions on who may be authorized by Zone 7 or permitted by Zone 7 to utilize the Operating Road or Lake Access Routes, that Zone 7 agrees that injunctive relief (including temporary restraining orders, preliminary injunctions and permanent injunctions of both a mandatory and a prohibitory nature) may be entered at the request of Hanson, in addition to civil penalties and other appropriate relief. In case of any such litigation brought by Hanson to establish or obtain a temporary restraining order, preliminary injunction or permanent injunction, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs in addition to such other relief as the court may award, including but not limited to costs of appeals and costs of enforcement should that become necessary.

8. Reserved Right of Dedication; Construction and Development of Public Road:

8.1 Public Road Improvements: If and when Hanson offers for dedication any part of the land underlying and near or adjacent to the Operating Road as a public road (the "Future Street Right of Way") in accordance with the Conveyancing Documents, Hanson, its successors and assigns or the public entity to which such public road right-of-way is granted, shall have the right, which is hereby reserved, to improve such public road to configurations and levels of improvement established by the public entity to which such public road is offered for dedication, subject to the terms and limitations of this Agreement; provided, however, that the plans and specifications for all such improvements shall be subject to the prior review and written approval of Zone 7, which approval shall not be unreasonably withheld, delayed or conditioned. If such plans and specifications are disapproved by Zone 7, Zone 7 shall provide Hanson with a reasonably detailed written description of the basis for such disapproval, and Hanson shall thereafter have the right to resubmit such plans and specifications, as modified to address Zone 7's reasonable objection(s), for Zone 7's approval, which shall not be unreasonably withheld, delayed or conditioned. It shall be reasonable for Zone 7 to withhold its approval of such plans and specifications if Zone 7 is not provided with a reasonable means of access for maintenance of the Zone 7 Lakes, the Levees or the Water Conveyance Structures during any construction period or otherwise, or if such plans and specifications are otherwise inconsistent with Zone 7's water management goals and objectives.

8.2 Merger of Easements: Upon completion of the installation of the improvements and dedication and acceptance of improvements and the Future Street Right of Way as a public road, Zone 7 shall utilize the public road thereafter in lieu of the easement over the areas so improved. To the extent included within such public roadway, when open for use by the public generally, all rights of Zone 7 in and to such portions of the Future Street Right of Way Area and the Operating Road and all rights of ingress to and egress from such areas shall automatically lapse and terminate in the area so offered and accepted for dedication (but shall survive and continue in the Lake Access Routes). In addition, Zone 7 shall have, and to the extent of Hanson's interest, Hanson shall grant to Zone 7, reasonable easements for access to and maintenance of conduits, control valves and vaults as provided in the Conveyancing Documents for Lake I. Ingress and egress by Zone 7, its employees and contractors in the area of such public right-of-way shall be in accordance with traffic safety standards of the applicable local governmental agency.

8.3 Specific Relocation and Accessibility Obligations of Hanson:

(a) When the two-lane or four-lane, as applicable, street is installed and constructed in the Future Street Right-of-Way Area, then (i) at the expense of

Hanson or such other party or parties constructing the same, Zone 7's control valves, control vault boxes and related installation shall be relocated as necessary to allow the continual operation of Zone 7's water management and groundwater recharging programs to occur, and to provide for the accessibility of control valves and vaults for such operations after completion and dedication of such public street, and (ii) Zone 7's utility lines (including all electrical and communication cables and conduits) shall be relocated into the area of the public utility easement or easements created therein, the cost of which will be borne by Zone 7 with respect to relocations within property owned in fee by Hanson and by Hanson with respect to relocations within property owned in fee by Zone 7.

(b) In addition, appropriate provisions shall be included in the design and construction of the public street to allow for maintenance access to Lakes H and I where the roadway may occupy the entire useable surface of the level between the two lakes. (Zone 7 acknowledges, however, that Zone 7's maintenance and repair access in such areas will be in accordance with traffic safety standards of the applicable local governmental agency.)

(c) The design and construction of the public street shall include, if necessary, piers, cantilevered sections, rip-rap, or other engineered solutions to maintain the integrity of the Levees as constructed by Hanson and to provide necessary support for the roadway without the necessity of lateral support from lands of Zone 7 outside the Future Street Right-of-Way Area.

(d) When such public road improvements are installed, then Hanson agrees to install, at Hanson's sole cost and expense, suitable gates and hardware on lateral Lake Access Routes extending east and west from such public road so as to control access along such Lake Access Routes and restrict use thereof to persons authorized to use the easement as hereinabove set forth.

8.4 Disclaimer of Easements for Lateral Support: Nothing in this Agreement or in any of the Conveyancing Documents shall be deemed to grant, reserve or create in favor of Hanson, along the Operating Road or the Future Right of Way Area any obligation of Zone 7 to provide for lateral support of any roads, bridges or other structures or other improvements installed within the easement areas for the Operating Road or any of the Future Street Right of Way or to reserve, grant or create in favor of Hanson or any of the Hanson Properties any implied or express easements for lateral support from land adjoining such easement areas or for the placement of support structures on any such adjoining land owned or controlled by Zone 7.

8.5 After-Acquired Property: Zone 7 agrees, as additional consideration for this Agreement and the Conveyancing Documents, and without requirement of further consideration to be paid by Hanson, that if any portion of the Future Street Right of Way is not currently owned by Hanson or Zone 7 and is not currently herewith conveyed in fee to Zone 7 by Hanson under the Conveyancing Documents, but is hereafter acquired in fee by Zone 7, then such parties of the Future Street Right of Way Area shall be deemed acquired and held by Zone 7 subject to each and every provision of this Agreement, and in particular, this Article 8, as if such land had been conveyed by Hanson to Zone 7. The parties shall execute such recordable instruments from time-to-time as may be reasonably requested by Hanson to evidence and perfect the terms of this Section 8.5.

9. Zone 7 Utilities: Zone 7 shall have the right (subject to the interests of any existing easement holders and public utilities and subject to the terms of this Section 9) and there is hereby granted, the right to install utility lines (electrical and communication cables and conduits) within the portion of the Hanson Properties not being conveyed to Zone 7 by the Conveyancing Documents or otherwise owned by Zone 7 that is located within the route of the

Operating Road extending south from the Arroyo Mocho and north of Lake I and Lake H. Any such utilities shall be only those required for the operation, maintenance and management of the Zone 7 Lakes and related water management operations of Zone 7, and not for the benefit of any other landowner or property. Any such utilities so installed by Zone 7 shall be subject to Hanson's prior written approval with respect to location, size and manner of installation, which approval shall not unreasonably be withheld, delayed or conditioned, and shall be installed at Zone 7's sole cost and expense at times and in a manner approved by Hanson and consistent with uninterrupted use of the Operating Road by Hanson or other users. If Zone 7 installs any such utilities, then upon construction of the public street in the Future Street Right of Way Area, Zone 7 shall pay all costs of relocating such utilities installations into the public utility easement or easements created therein, and upon dedication and acceptance of such public utility easement or easements by the applicable governmental agency that provides equivalent rights of way for the Zone 7 utilities, Zone 7 shall relinquish and quitclaim such private easements in the Operating Road for such purpose.

10. Runs with the Land: The parties intend that the covenants, restrictions and conditions of this Agreement, including both those for the benefit of Hanson and its properties and Zone 7 and its properties, all shall run with the lands of Hanson and Zone 7 as described herein, respectively and shall be deemed to touch and concern the use of land and to be enforceable by and against the successors-in-interest of both Zone 7 and Hanson, such successors-in-interest being limited, however, to those who acquire an interest in the lands of Hanson and Zone 7, respectively. Accordingly, the terms of this Agreement may be enforced by and against the successors of both parties to all or any part of the respective real property described herein.

11. Notices: Any notice, demand or other communication required or occurring under the terms under this Agreement shall be in writing and shall be deemed given and received when deposited into the United States Mail, certified or registered, return receipt requested, postage prepaid, or by Federal Express, DHL Courier Service, or other nationally recognized overnight service, two (2) business days after deposit into the United States Mail and one (1) business day after deposit into an overnight service or express mail. For purposes of this agreement, the term "business day" means any day on which the offices of County governments in the State of California generally are open for business, excluding Saturdays and Sundays and State and national legal holidays on which they are required to be closed. Any such notice, claim or demand shall be addressed as follows:

If to Hanson: Hanson Aggregates Mid-Pacific, Inc.
2680 Bishop Drive, Suite 225
San Ramon, CA 94583
Attn: William L. Berger
Tel: (925) 328-1800
Fax: (925) 244-6571

with a copy to: Miller, Starr & Regalia
1331 N. California Blvd., 5th Floor
Walnut Creek, CA 94596
Attn: Karl E. Geier, Esq.

If to Zone 7:

Alameda County Flood Control and
Water Conservation District -Zone 7
5998 Parkside Drive
Pleasanton, CA 94588
Attn: General Manager
Tel: (925) 484-2600
Fax: (925) 462-3914

with a copy to:

Office of the County Counsel
County of Alameda
1221 Oak Street, Suite 450
Oakland, CA 94612

12. Indemnification:

12.1 Indemnification by Zone 7: Zone 7 hereby undertakes and agrees to indemnify, defend and hold harmless Hanson and Hanson's agents, employees, officers, directors, partners, shareholders, members, attorneys and independent contractors (collectively "Hanson Indemnified Parties") from and against any and all claims, causes of action, liabilities, costs, judgments, damages and expense, howsoever incurred, and including but not limited to attorneys' fees and costs of defense, recovery costs and to the maximum extent permitted by law, third party claims inclusive of damages, in any way arising from, as a direct or proximate result of the use and enjoyment of (a) the Operating Road by the Zone 7 Parties, and (b) the Lake Access Routes by the Zone 7 Parties, including, but not limited to, any claim, lawsuit or proceeding by a third party, except to the extent the negligence or intentional misconduct of Hanson or any other Hanson Indemnified Party in the use, operation, management, maintenance, design, construction or improvement of the Operating Road or Lake Access Route has contributed, regardless of amount, to the occurrence or any damages or injury resulting from the occurrence against which this indemnification, hold harmless and defense provision is given. The terms of this Section 12.1 shall survive the recordation of this Agreement and shall include and extend to the benefit of successors and assigns of the Hanson Properties; provided, however, that nothing herein shall obligate Zone 7 to indemnify, defend or hold harmless a Hanson Indemnified Party from that Hanson Indemnified Party's own willful or intentional misconduct.

12.2 Indemnification by Hanson: Hanson hereby undertakes and agrees to indemnify, defend and hold harmless Zone 7 and Zone 7's agents, employees, officers, directors, partners, attorneys and independent contractors ("Zone 7 Indemnified Parties") from and against any and all claims, causes of action, liabilities, costs, judgments, damages and expense, howsoever incurred, and including but not limited to attorneys' fees and costs of defense, recovery costs and to the maximum extent permitted by law, third party claims inclusive of damages, in any way arising as a direct or proximate result of the use and enjoyment of (a) the Operating Road and (b) Lake Access Routes by Hanson, its agents, employees and independent contractors, including, but not limited to, any claim, lawsuit or proceeding by a third party, except to the extent the negligence or intentional misconduct of any Zone 7 Party or other Zone 7 Indemnified Party in the use, operation, management, maintenance, design, construction or improvement of the Operating Road or Lake Access Routes, has contributed, regardless of amount, to the occurrence or any damages or injury resulting from the occurrence against which this indemnity, hold harmless and defense obligation is given. The foregoing indemnification, hold harmless and defense obligation shall survive the recordation of this Agreement; provided, however, that nothing herein shall obligate Hanson to indemnify, defend or hold harmless any Zone 7 Indemnified Party from that Zone 7 Indemnified Party's own willful or intentional misconduct.

13. General Provisions:

13.1 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

13.2 Entire Agreement: This Agreement, together with all Exhibits hereto, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements. Notwithstanding the foregoing, this Agreement shall not be deemed to limit or modify the obligations of Hanson under the 1987 Agreement or the Reclamation Plan with respect to the installation, repair, maintenance, and warranting of the Levees and the Water Conveyance Structures or to supersede or integrate the Parcel 9/Lake I Agreement or any of the Conveyancing Documents. This Agreement may be modified only by a writing signed by all parties to this Agreement. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

13.3 Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

13.4 Choice of Law: This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws, of the State of California.

13.5 Waiver of Covenants, Conditions or Remedies: The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement.

13.6 Legal Advice: Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

13.7 Time of the Essence: Time shall be of the essence as to all dates and times of performance.

13.8 Attorneys' Fees: In the event that any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transaction contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

13.9 Venue; Waiver of Jury Trial: The parties expressly waive any right to trial by jury of any dispute or controversy arising under this Agreement, and agree that any such action shall be tried by a judge sitting without a jury. Venue for any such action shall

be in the Superior Court of the County of Alameda, except the parties shall request the court to appoint a judge other than a sitting Superior Court Judge in the County of Alameda to determine any claim or dispute arising under this Agreement.

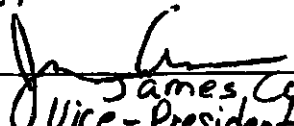
14. **Representation of Authority:** The individuals executing this Agreement on behalf of the respective parties hereby represent and warrant that they are authorized to do so and that this instrument constitutes the binding act and deed of the party on whose behalf this instrument is executed and Zone 7 specifically represents that the execution, delivery and acceptance of this Agreement has been duly authorized by resolution of the governing body of Zone 7.

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

ALAMEDA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
- ZONE 7

By:


Its:


James Concannon
Vice-President
Board of Directors

HANSON AGGREGATES MID-PACIFIC,
INC., a Delaware corporation

By:

Its:


JAMES E. THEODORE
President

APPROVED AS TO FORM:


Counsel to Zone 7

Amy Shek Naamani, Deputy County Counsel

NOTARY ACKNOWLEDGMENT

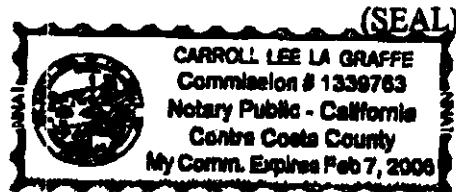
STATE OF California

COUNTY OF Contra Costa

On 6-11-03 before me Carroll Lee LaGraffe, a Notary Public in and for said County and State, personally appeared James E. Theodores, [' personally known to me] [~~' 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(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Carroll Lee LaGraffe



MY COMM. EXP. FEB. 7, 2006

NOTARY ACKNOWLEDGMENT

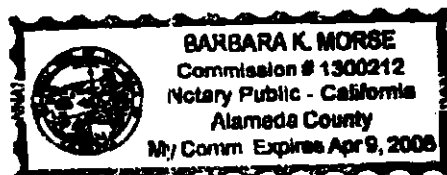
STATE OF California

COUNTY OF Alameda

On 6-18-03 before me Barbara K. Morse, a Notary Public in and for said County and State, personally appeared James Concannon, [' personally known to me] [~~' 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(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Barbara K. Morse



NOTARY ACKNOWLEDGMENT

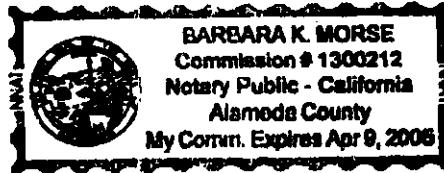
STATE OF California)

COUNTY OF Alameda)

On 6-18-03 before me Barbara K Morse, a Notary Public in and for said County and State, personally appeared Amy Shek Naamani, [' personally known to me] [' 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(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Barbara K Morse



(SEAL)

NOTARY ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____ before me _____, a Notary Public in and for said County and State, personally appeared _____, [' personally known to me] [' 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(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(SEAL)

EXHIBIT A

[See Attached Legal Description of "Parcel 9" (aka the "Lake H Parcel")]

EXHIBIT 'A'
LEGAL DESCRIPTION

APNs: 904-0001-004-02
904-0001-007-08
904-0001-007-18
904-0001-002-05

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING PORTIONS OF PARCELS 1 AND 9 AS SAID PARCELS ARE DESCRIBED IN THE DECREE OF SETTLEMENT OF FINAL ACCOUNT AND OF FINAL DISTRIBUTION IN THE MATTER OF THE ESTATE OF HENRY PAUL MOHR RECORDED OCTOBER 15, 1936 IN BOOK 3411 AT PAGE 139, OFFICIAL RECORDS OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 3 IN THE DEED TO MARIE P. JAMIESON RECORDED MAY 4, 1940 IN BOOK 3896 AT PAGE 346, OFFICIAL RECORDS OF ALAMEDA COUNTY, WITH THE GENERAL SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 1 IN THE INDIVIDUAL GRANT DEED FROM MARIE P. JAMIESON TO G. W. JAMIESON RECORDED NOVEMBER 4, 1986 AS INSTRUMENT NUMBER 86-274368, ALAMEDA COUNTY RECORDS;

THENCE ALONG SAID GENERAL SOUTHWESTERLY LINE AND ALONG THE GENERAL SOUTHERLY LINE OF SAID G. W. JAMIESON PARCEL, THE FOLLOWING SEVEN COURSES:

- 1. NORTH 38°10'25" WEST, 2524.29 FEET;**
- 2. NORTH 87°20'25" WEST, 249.51 FEET;**
- 3. NORTH 84°03'25" WEST, 674.71 FEET;**
- 4. NORTH 74°47'25" WEST, 183.19 FEET;**
- 5. NORTHWESTERLY ALONG THE ARC OF A 449.97-FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 31°20'00", AN ARC DISTANCE OF 246.07 FEET;**
- 6. NORTH 43°27'55" WEST, 141.99 FEET; AND**
- 7. NORTHWESTERLY ALONG THE ARC OF A 349.97-FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29°31'19", AN ARC DISTANCE OF 180.32 FEET TO THE INTERSECTION THEREOF WITH A LINE WHICH LIES 30.00 FEET WESTERLY OF, MEASURED AT RIGHT ANGLE TO, AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 9 OF THE DECREE OF SETTLEMENT OF FINAL ACCOUNT AND OF FINAL DISTRIBUTION IN THE MATTER OF THE ESTATE OF HENRY PAUL MOHR;**

THENCE ALONG SAID PARALLEL LINE, SOUTH 1°10'30" WEST, 2437.57 FEET TO THE INTERSECTION THEREOF WITH THE AFOREMENTIONED SOUTHERLY LINE OF PARCEL 3 AS SAID PARCEL IS DESCRIBED IN SAID DEED TO MARIE P. JAMIESON (3896 O.R. 346);

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 28°52'19" EAST, 3099.74 FEET THE
POINT OF BEGINNING.

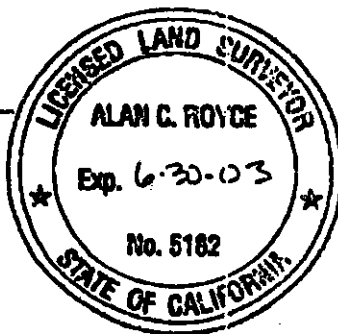
CONTAINING 106.214 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM
NAD83, ZONE 3. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY DISTANCE SHOWN
BY 1.0000776.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.



ALAN C. ROYCE, L.S. 5182
LICENSE EXPIRES 6-30-03



4.30.03

DATE

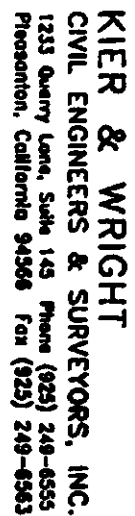


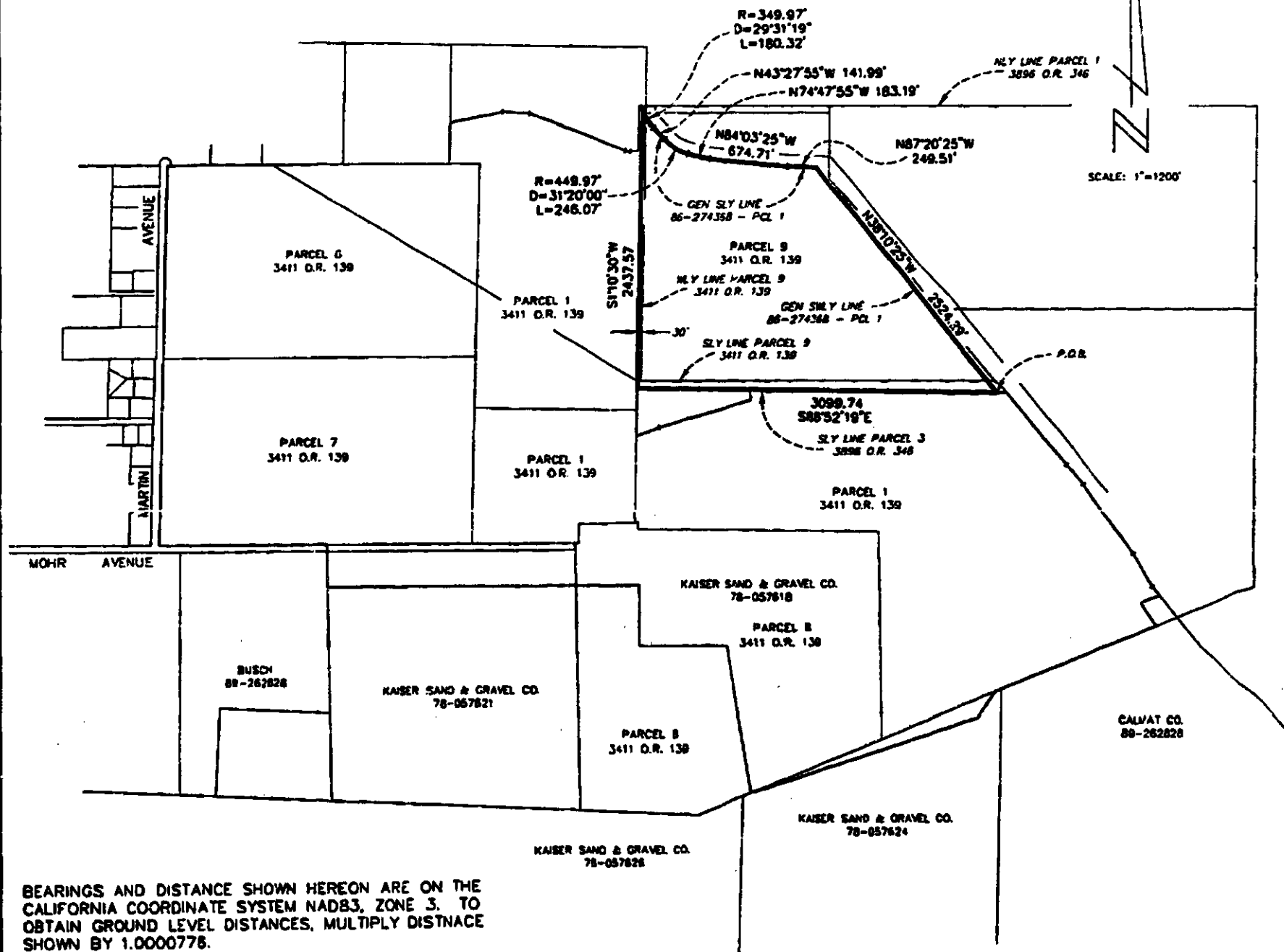
EXHIBIT "A"	PLAT TO ACCOMPANY LEGAL DESCRIPTION
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SCALE 1" = 1200'

DATE APRIL 2003

BY ACR

JOB NO. A02579-1



EA/LOT SUMMARY

SET #8 PLEAS. GRVL PCL TO ZONE 7

FROM	BEARING/ANGLE	DISTANCE	TO	NORTH	EAST	ELEV
1164	NW 38 10'25"	2524.29	1165	2074967.2634	6174570.7378	
1165	NW 87 20'25"	249.51	1166	2076951.7104	6173010.6115	
1166	NW 84 03'25"	674.71	1167	2077033.1482	6172090.2866	
1167	NW 74 47'55"	183.19	1168	2077081.1829	6171913.5064	
PC	CHORD BRG	LENGTH	PT	NORTH	EAST	ELEV
1168	NW 59 07'55"	243.02	1170	2077205.8675	6171704.9099	
	DELTA	ARC	RP	NORTH	EAST	ELEV
	31 20'00"	246.08	1169	2077515.4085	6172031.4942	
	RADIAL PC*RP	RADIUS		RADIAL RP*PT	DEG OF CURVE	MID ORD
	NE 15 12'05"	449.97		SW 46 32'05"	12 44'00"	16.72
	TANGENT PC*PI	TAN LENGTH		TANGENT PI*PT	EXTERNAL	
	NW 74 47'55"	126.20		NW 43 27'55"	17.3618	
1170	NW 43 27'55"	141.99	1171	2077308.9226	6171607.2328	
PC	CHORD BRG	LENGTH	PT	NORTH	EAST	ELEV
1171	NW 28 42'16"	178.34	1173	2077465.3427	6171521.5801	
	DELTA	ARC	RP	NORTH	EAST	ELEV
	29 31'19"	180.32	1172	2077549.6722	6171861.2380	
	RADIAL PC*RP	RADIUS		RADIAL RP*PT	DEG OF CURVE	MID ORD
	NE 46 32'05"	349.97		SW 76 03'24"	16 22'18"	11.55
	TANGENT PC*PI	TAN LENGTH		TANGENT PI*PT	EXTERNAL	
	NW 43 27'55"	92.21		NW 13 56'36"	11.9442	
1173	SW 01 10'30"	2437.57	1175	2075028.2881	6171471.5949	
1175	SE 88 52'19"	3099.74	1164	2074967.2634	6174570.7378	
	PERIMETER			AREA (sq ft)		AREA (acres)
	9737.3965			4626659.5288		106.2135

EXHIBIT B

**[Map Showing Locations of "Lake H", "Lake I", and "Cope Lake",
together with Operating Road and Future Street Right of Way]**

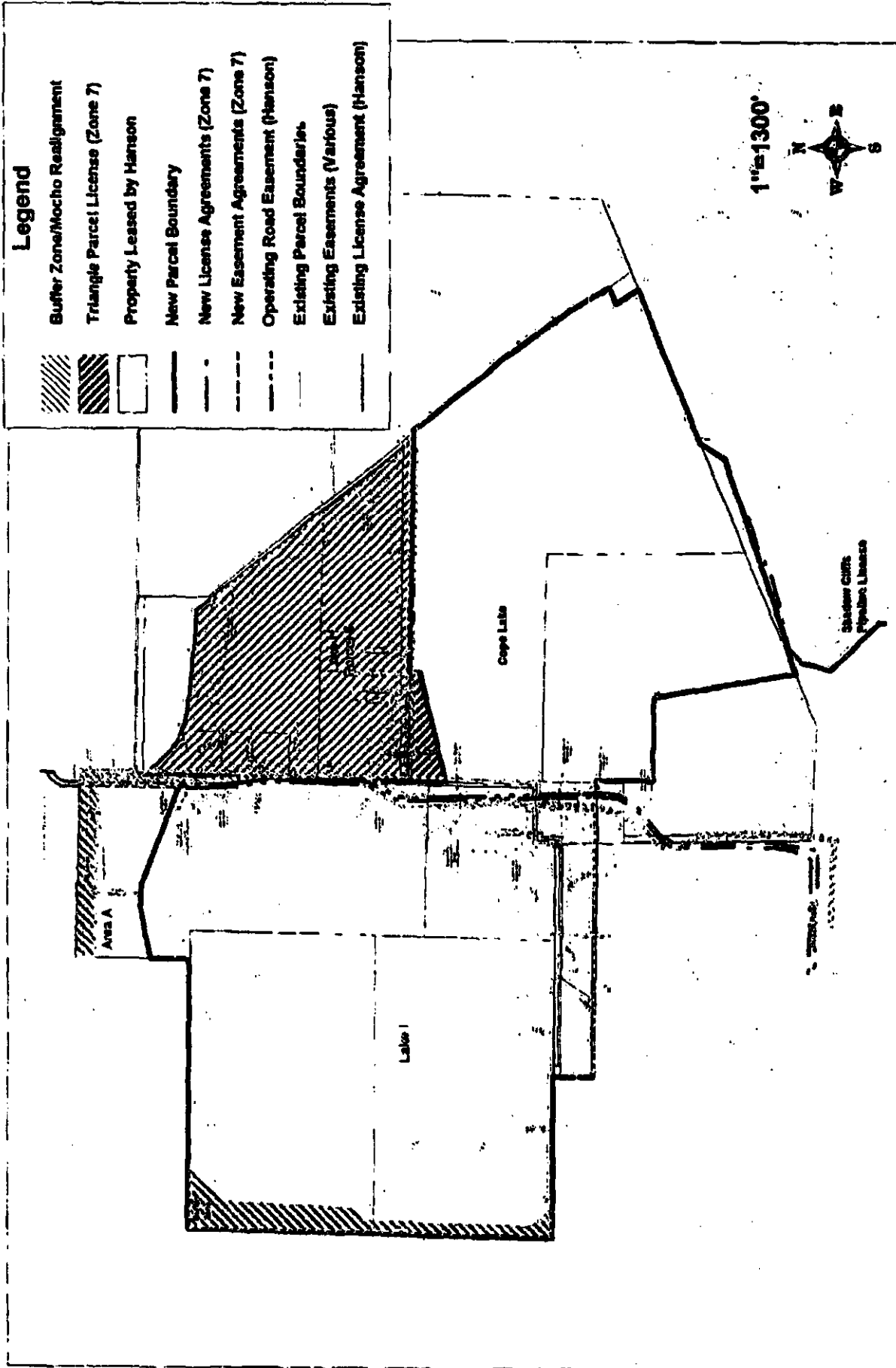


Exhibit B:
Location Map of Lake H, Lake I, and Cope Lake



EXHIBIT "C"
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCELS 6 AND 7 AND PORTIONS OF PARCELS 1 AND 8 AS SAID PARCELS ARE DESCRIBED IN THE DECREE OF SETTLEMENT OF FINAL ACCOUNT AND OF FINAL DISTRIBUTION IN THE MATTER OF THE ESTATE OF HENRY PAUL MOHR RECORDED OCTOBER 15, 1936 IN BOOK 3411 AT PAGE 139, OFFICIAL RECORDS OF ALAMEDA COUNTY, AND A PORTIONS OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN THE DEEDS TO KAISER SAND AND GRAVEL COMPANY RECORDED MARCH 31, 1978 AS INSTRUMENT NUMBER 78-057621 AND RECORDED MARCH 31, 1978 AS INSTRUMENT NUMBER 78-057624, ALAMEDA COUNTY RECORDS, AND A PORTION OF MOHR AVENUE AS SAID PORTION WAS VACATED AND ABANDONED BY COUNTY RESOLUTION NUMBER R-83-25 RECORDED APRIL 12, 1983 IS INSTRUMENT NUMBER 83-062190, ALAMEDA COUNTY RECORDS, AND PORTIONS OF MOHR AVENUE (FORMERLY PLEASANTON AVENUE), (60 FEET WIDE), AND MARTIN AVENUE (60 FEET WIDE) AS SAID AVENUES ARE SHOWN ON THE AMENDED MAP OF OAKLAND LAND AND IMPROVEMENT CO'S. SUBDIVISION FILED JUNE 20, 1894 IN BOOK 1 OF MAPS AT PAGE 20, ALAMEDA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF MOHR AVENUE, FORMERLY PLEASANTON AVENUE, 60 FEET IN WIDTH, WITH THE CENTER LINE OF MARTIN AVENUE, 60 FEET IN WIDTH, AS SAID AVENUES ARE SHOWN ON SAID AMENDED MAP OF OAKLAND LAND AND IMPROVEMENT CO'S. SUBDIVISION;

THENCE ALONG SAID CENTER LINE OF MARTIN AVENUE, NORTH 1°11'00" EAST, 3359.12 FEET TO THE INTERSECTION THEREOF WITH THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID PARCEL 6 (3411O.R. 139)

THENCE LEAVING SAID CENTER LINE, ALONG SAID PROLONGATED LINE. AND ALONG SAID NORTHERLY LINE OF SAID PARCEL 6, SOUTH 89°42'14" EAST, 2428.58 FEET TO THE INTERSECTION THEREOF WITH THE WESTERLY MOST LINE OF SAID PARCEL 1;

THENCE LEAVING SAID NORTHERLY LINE OF SAID PARCEL 6, ALONG SAID WESTERLY MOST LINE OF PARCEL 1, NORTH 1°13'15" EAST, 349.62 FEET;

THENCE LEAVING SAID WESTERLY MOST LINE, NORTH 78°55'18" EAST, 466.75 FEET;

THENCE SOUTH 86°43'54" EAST, 223.18 FEET;

THENCE SOUTH 68°29'40" EAST, 884.73 FEET;

THENCE SOUTH 78°46'06" EAST, 40.65 FEET;

THENCE EAST, 72.36 FEET TO A LINE WHICH LIES 60.00 FEET WESTERLY OF, MEASURED AT RIGHT ANGLE TO, AND PARALLEL WITH THE WESTERLY LINE OF PARCEL 9 AS SAID PARCEL IS DESCRIBED IN SAID DECREE OF SETTLEMENT OF FINAL ACCOUNT AND OF FINAL DISTRIBUTION IN THE MATTER OF THE ESTATE OF HENRY PAUL MOHR;

THENCE ALONG SAID PARALLEL LINE, NORTH 1°10'30" EAST, 385.56 FEET TO THE INTERSECTION THEREOF WITH THE WESTERLY PROLONGATION OF THE NORTHERLY

LINE OF PARCEL 1 AS SAID PARCEL IS DESCRIBED IN THE DEED TO MARIE P. JAMIESON RECORDED SEPTEMBER 24, 1940 IN BOOK 3896 AT PAGE 346, OFFICIAL RECORDS OF ALAMEDA COUNTY;

THENCE ALONG SAID WESTERLY PROLONGATED LINE, SOUTH 89°33'30" EAST, 30.00 FEET TO A LINE WHICH LIES 30.00 FEET WESTERLY OF, MEASURED AT RIGHT ANGLE TO, AND PARALLEL WITH THE WESTERLY LINE OF SAID PARCEL 9 OF THE DECREE OF SETTLEMENT OF FINAL ACCOUNT AND OF FINAL DISTRIBUTION IN THE MATTER OF THE ESTATE OF HENRY PAUL MOHR;

THENCE ALONG SAID PARALLEL LINE, SOUTH 1°10'30" WEST, 2884.52 FEET;

THENCE NORTH 68°13'42" EAST, 206.21 FEET;

THENCE NORTH 73°35'26" EAST, 829.79 FEET;

THENCE NORTH 0°32'26" WEST, 89.92 FEET TO A POINT IN THE SOUTHERLY LINE OF PARCEL 3 AS SAID PARCEL IS DESCRIBED IN SAID DEED TO MARIE P. JAMIESON (3896 O.R. 346);

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 88°52'19" EAST, 2207.13 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 3, SAID CORNER BEING ALSO THE NORTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 9 IN THE DECREE OF SETTLEMENT OF FINAL ACCOUNT OF FINAL DISTRIBUTION RECORDED APRIL 25, 1940 IN BOOK 3854 AT PAGE 425, OFFICIAL RECORDS OF ALAMEDA COUNTY;

THENCE ALONG THE NORTHEASTERLY LINE OF LAST SAID PARCEL 9, THE FOLLOWING FIVE COURSES:

1. SOUTH 38°15'38" EAST, 803.27 FEET;
2. SOUTH 41°42'38" EAST, 231.68 FEET;
3. SOUTH 34°04'08" EAST, 737.94 FEET;
4. SOUTH 29°53'38" EAST, 336.17 FEET; AND
5. SOUTH 37°54'38" EAST, 97.42 FEET TO THE NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2 IN THE DEED TO MARIE P. JAMIESON RECORDED SEPTEMBER 24, 1940 IN BOOK 3918 AT PAGE 463, OFFICIAL RECORDS OF ALAMEDA COUNTY;

THENCE ALONG THE NORTHWESTERLY LINE OF LAST SAID PARCEL 2, SOUTH 67°39'03" WEST, 170.37 FEET TO THE WESTERLY CORNER THEREOF;

THENCE ALONG THE SOUTHWESTERLY LINE OF LAST SAID PARCEL 2, SOUTH 32°03'50" EAST, 241.77 FEET TO THE SOUTHERLY CORNER OF LAST SAID PARCEL 2, SAID CORNER BEING A POINT IN THE SOUTHEASTERLY LINE OF THE AFOREMENTIONED PARCEL 1 OF THE DECREE OF SETTLEMENT OF FINAL ACCOUNT AND OF FINAL DISTRIBUTION IN THE MATTER OF THE ESTATE OF HENRY PAUL MOHR RECORDED OCTOBER 15, 1936 IN BOOK 3411 AT PAGE 139, SAID SOUTHEASTERLY LINE BEING ALSO THE SOUTHEASTERLY LINE OF THE SANTA RITA RANCHO AS DESCRIBED IN BOOK "A" OF PATENTS AT PAGES 183 AND 184, ALAMEDA COUNTY RECORDS;

THENCE ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL 1, AND ALONG THE SOUTHEASTERLY LINE OF THE AFOREMENTIONED PARCEL 8 OF THE DECREE OF SETTLEMENT OF FINAL ACCOUNT AND OF FINAL DISTRIBUTION IN THE MATTER OF THE ESTATE OF HENRY PAUL MOHR RECORDED OCTOBER 15, 1936 IN BOOK 3411 AT PAGE 139, SOUTH 67°41'11" WEST, 1482.91 FEET;

THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTH 33°13'02" WEST, 266.01 FEET;

THENCE SOUTH 71°53'00" WEST, 2057.15 FEET TO A POINT IN SAID SOUTHEASTERLY LINE OF PARCEL 8;

THENCE LEAVING SAID SOUTHEASTERLY LINE, NORTH 9°17'49" WEST, 1299.87 FEET;

THENCE NORTH 89°41'49" WEST, 752.95 FEET;

THENCE NORTH 0°18'11" EAST, 532.00 FEET;

THENCE NORTH 89°41'49" WEST, 2657.73 FEET TO THE EASTERLY LINE OF THE AFOREMENTIONED PARCEL OF LAND DESCRIBED IN THE DEED TO KAISER SAND AND GRAVEL COMPANY RECORDED MARCH 31, 1978 AS INSTRUMENT NUMBER 78-057621;

THENCE ALONG SAID EASTERLY LINE, AND ALONG THE NORTHERLY PROLONGATION THEREOF, NORTH 0°54'22" WEST, 338.87 FEET TO THE AFOREMENTIONED CENTER LINE OF MOHR AVENUE, 60 FEET IN WIDTH;

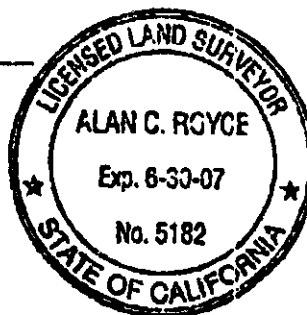
THENCE ALONG SAID CENTER LINE, NORTH 89°41'49" WEST, 1460.93 FEET THE POINT OF BEGINNING.

CONTAINING 596.7260 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM NAD83, ZONE 3. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY DISTANCE SHOWN BY 1.0000776.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


ALAN C. ROYCE, L.S. 5182
LICENSE EXPIRES 6-30-07



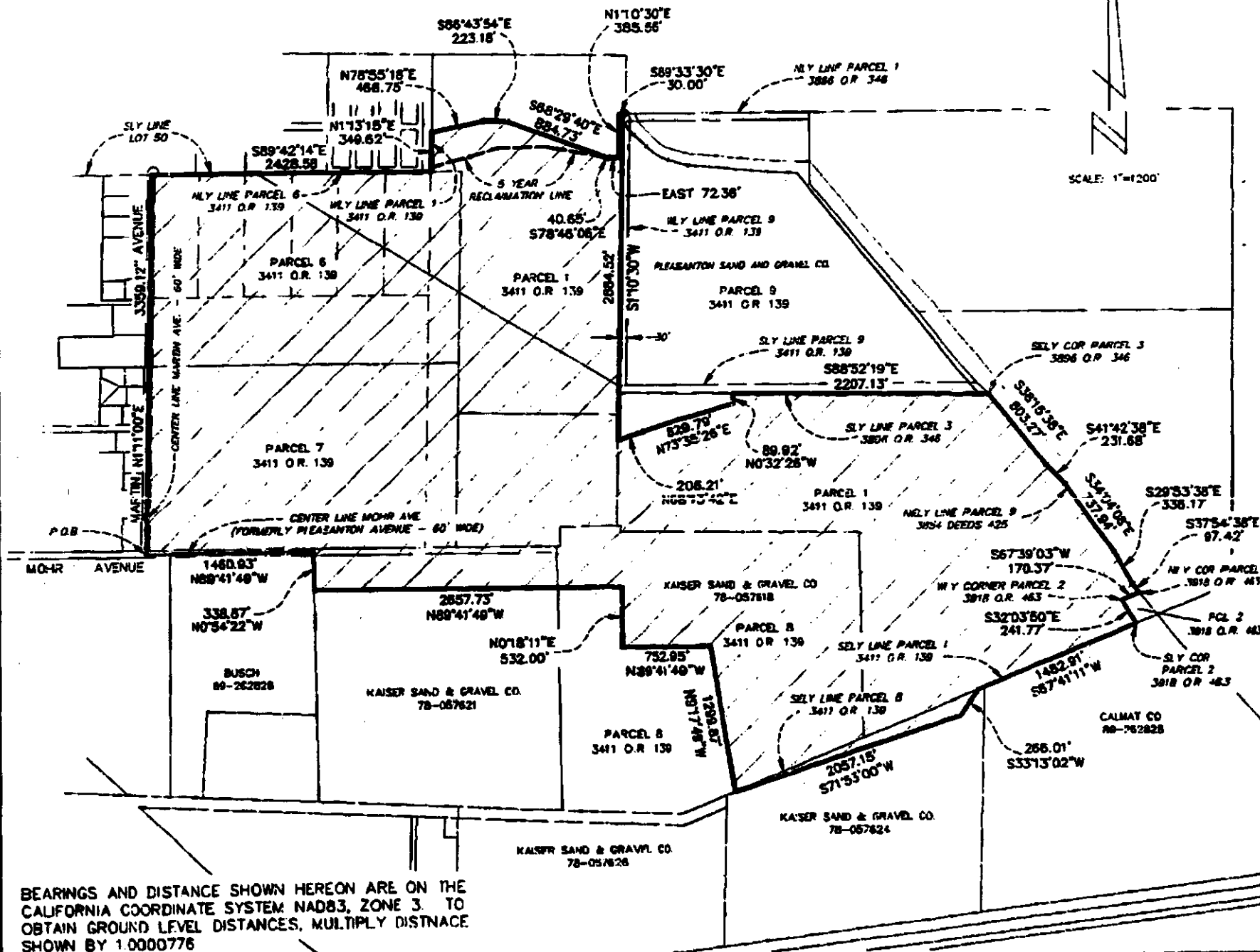
6-17-03
DATE



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
1233 Quarry Lane, Suite 145 Phone (925) 246-6655
Pleasanton, California 94566 Fax (925) 246-6563

EXHIBIT "C"
PLAT TO ACCOMPANY
LEGAL DESCRIPTION

SCALE 1" = 1200'
DATE APRIL 2003
BY ACR
JOB NO. A02579-1
PAGE 4 OF 4 PAGES



ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO 03-2507

INTRODUCED BY DIRECTOR KALTHOFF
SECONDED BY DIRECTOR LAYTON

WHEREAS, per requirements in the *Specific Plan for Livermore-Amador Valley Quarry Reclamation* (1981) and the 1987 Agreement between Alameda County Flood Control and Water Conservation District - Zone 7 and Hanson Aggregates (formerly Kaiser Sand and Gravel Company) Agreement of 1987 (the "1987 Agreement"), ownership of Lake I and Cope Lake will be transferred from Hanson Aggregates to Zone 7 upon cessation of certain active quarry operations;

WHEREAS, active quarry operations have now ceased on the Hanson Aggregates' Lake I and Cope Lake properties located between the cities of Livermore and Pleasanton, Alameda County, California;

WHEREAS, agreements and grants of rights and easements have been prepared which will accomplish the transfer of fee title and provide the access and facility easements and licenses necessary for Zone 7 to manage Lake I and Cope Lake and for Hansen to complete their reclamation activities;

WHEREAS, there have been no substantial changes proposed in the project which will require major revisions of the 1979 Livermore-Amador Valley Quarry Reclamation Plan EIR ("EIR") due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified substantial effects;

WHEREAS, no substantial changes have occurred with respect to the circumstances under which the project is being undertaken which will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

WHEREAS, there has not been presented to Zone 7 new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified as complete, and which shows any of the facts requiring preparation of a subsequent EIR or supplement to the EIR as described in Section 15162-63 of the CEQA Guidelines (Cal. Code Regs. 15000 *et seq.*);

WHEREAS, there are certain agreements comprising a portion of the project that were not specifically anticipated by the terms of the 1987 Agreement (i.e., the License Agreement (Triangle Parcel); the License Agreement (Road to Busch Road); the Quitclaim Deed (Pipeline Easement South of Stanley Boulevard and crossing and use rights); and the Water Pipeline and Transfer Agreement (Shadow Cliffs)), which affect only the rights and interests of various parties to certain pre-existing improvements as described in Section 15301 of the CEQA Guidelines, and otherwise will have no significant environmental impacts, and are therefore exempt from environmental review;

NOW, THEREFORE, BE IT RESOLVED that the President of this Board be authorized to execute the following documents in connection with the above-described property transfer on behalf of the Alameda County Flood Control and Water Conservation District - Zone 7, all such documents to be in substantially in the form as presented to this Board with such changes thereto as may be authorized by the President of this Board, such authorization to be conclusively evidence by execution thereof by the President of this Board:

1. Grant Deed (Lake I and Cope Lake, Granting Underground Conduit Easements and Maintenance Access Easement, Reserving Right-of-Way and Reserving Power of Termination)
2. Grant of Access Easement (El Charro Bridge and Operating Road North of Lake H and Lake I)
3. Quitclaim Deed (Pipeline Easement South of Stanley Blvd. and Crossing and Use Rights)
4. Water Pipeline Transfer and License Agreement (Shadow Cliffs)
5. Parcel 9/Lake H Agreement
6. License Agreement (Road to Busch Road)
7. License Agreement (Triangle Parcel) -
8. Lake Access and Easement Maintenance Agreement

ADOPTED BY THE FOLLOWING VOTE:

AYES: DIRECTORS CONCANNON, GRECI, JOHNSTON, KALTHOFF, LAYTON, MARCHAND, STEVENS

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

I certify that the foregoing is a correct copy of a resolution Adopted by the Board of Directors of Zone 7 of Alameda County Flood Control and Water Conservation District on

June 27, 2003

By

Secretary, Board of Directors

I certify that the foregoing is a correct copy of a resolution Adopted by the Board of Directors of Zone 7 of Alameda County Flood Control and Water Conservation District on

May 21, 2003

By

President, Board of Directors

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