

RECORDING REQUESTED BY

County Counsel
575 Administration Drive, Room 105A
Santa Rosa, California 95403

WHEN RECORDED MAIL TO

NAME County Counsel

MAILING 575 Administration Drive, Room 105A
ADDRESS

CITY, STATE Santa Rosa, California
ZIP CODE 95403



SONOMA COUNTY COUNSEL
12/13/2011 10:16 AM
RECORDING FEE: \$0.00
PAID

2011110309

OFFICIAL RECORDS OF
SONOMA COUNTY
JANICE ATKINSON

43 PGS



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

LEVEE REPAIR AND SECURITY AGREEMENT

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
County of Sonoma
Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, California 95403

(SPACE ABOVE FOR RECORDER'S USE)

LEVEE REPAIR AND SECURITY AGREEMENT

SECTION 1. PARTIES

1.1 This "Levee Repair and Security Agreement" (the "**Agreement**") is made by and between the COUNTY OF SONOMA, a political subdivision of the State of California (the "**County**") and HANSON AGGREGATES MID-PACIFIC, INC., a Delaware corporation formerly known as Kaiser Sand & Gravel Company ("Hanson"). For convenience, the County and Hanson are sometimes referred to herein as the "**Parties**."

SECTION 2. RECITALS

2.1 Hanson owns certain real property along the Middle Reach of the Russian River in the County of Sonoma, consisting of APNs 66-290-052 (formerly APN 66-290-01); 66-300-027, 049 and 011; 110-110-015 and 016; and 110-120-020 and 021 (the "**Property**"). Hanson, and its predecessors in interest, used this real property for the mining of sand, gravel, and other aggregates which resulted in the creation of deep terrace pits adjacent to the Russian River. Hanson also used portions of the site for an aggregate processing and marketing plant and other authorized activities and operations related to these uses. As of the date of this Agreement, a portion of the Property contains two mined-out terrace pits located within 450 feet of the Russian River, known as the Richardson/Argonaut Pit and the Piombo Pit (collectively, the "**Pits**"). The Pits are separated from the channel of the Russian River by an earthen separator, referred to in this Agreement as the "**Levee**" (further defined in Section 3, below). A diagram of the Property, the Russian River and the approximate location of the Bank and Levee Maintenance Area as of the date of this Agreement is included as Exhibit A, attached hereto and made a part hereof by this reference.

2.2 The reclamation requirements and obligations that Hanson, or its successors in interest, must carry out or meet with respect to the Richardson/Argonaut Pit have been set forth in the County Board of Supervisors Resolution number 96-0969, adopted on July 16, 1996, approving Use Permit Number SMP95-089 for Hanson's Master Reclamation Plan Project.

2.3 Condition Number 3 of that approval requires that:

"Unless otherwise specified herein, this reclamation Plan is subject to the provisions of the 1994 ARM Plan, chapter 26A of the Sonoma County Code and other County

Ordinances, regulations, rules, orders and requirements regulating surface mining and reclamation in existence or hereafter adopted pursuant to the 1994 ARM Plan.”

Compliance with the County’s Flood Protection Program as established by Board of Supervisor’s resolution 95-0450 on April 11, 1995 is one of the requirements that must be met. The Program provides funding to maintain and repair the banks and levees and shoreline facilities between the river and existing terrace pits within 450 of the river for a 20-year period in order to minimize the potential risks from pit capture. Accordingly, Condition of Approval Number 21 accompanying Resolution 96-0969 for the Richardson/Argonaut Pit requires that:

“The applicant shall be responsible for maintaining and repairing all river bank and shoreline erosion (except that the applicant and operator shall not be responsible for bank erosion clearly caused by acts or requirements of other parties, including channel encroachment, vegetation removal, vegetation retention and limitations on removal of gravel from the channel.) within 450 feet of the Wilson, Benoist, Richardson/Argonaut, and McLaughlin terrace pits identified in this application for a period of 20 years from [July 16, 1996,] the date of approval of the reclamation plan...”

Condition 21(B) further requires that:

“Prior to the County reducing or releasing the standard reclamation bond specified elsewhere in these conditions of approval, the applicant shall enter into an agreement with the County of Sonoma for the long term (20 years from date of approval) access to and maintenance of the levees, and submit a bond or other financial assurances satisfactory to County Counsel in an amount equal to \$366,000.00 ... during the first 10 years, and \$750,000 during the second 10 years. Bonds or other forms of security shall renew automatically and shall not expire without 90 days advance written notice being provided to the PRMD. A continuation Certificate or other proof of extended coverage shall be forwarded to the PRMD no less than 30 days prior to the expiration date of the financial assurance. The PRMD may adjust the amount of the security every two years to account for inflation. The long term financial securities shall not be reduced or released by the County until 20 years from the date the reclamation plan is approved. The County may pursue redemption of the securities if the PRMD determines that satisfactory progress is not made towards completing necessary levee repairs in a timely manner or the applicant is financially incapable of carrying out the repairs.”

Condition 21 (C) further requires that:

“Prior to the County reducing or releasing the standard reclamation bond specified elsewhere in these conditions of approval, the applicant shall enter into an agreement

satisfactory to County Counsel with the Sonoma County Water Agency or other entity approved by the County for long term monitoring of bank stability. Said agreement shall include provisions for financing the monitoring for a period of 20 years.”

County Staff shall not reduce or release the standard reclamation securities specified elsewhere in the conditions of approval accompanying Resolution 96-0969 for the Richardson/Argonaut Pit until the long term agreements for access to, maintenance of, and monitoring of the levees specified in Condition 21 have been executed and the required financial securities are on file with the County of Sonoma.

The reclamation requirements and obligations that Hanson, or its successors in interest, must carry out or meet with respect to the Piombo Pit have been set forth in two different approvals. Board of Supervisors Resolution Number 93-0149, adopted on February 2, 1993 approving reclamation Plan application Number 91-981 addresses the Southern portion of the Piombo Pit site and Planning Commission Resolution Number 96-024, adopted March 21, 1996 addresses the “panhandle area” that was used as a plant site. Both approvals similarly required that the site comply with the provisions of the ARM Plan, Chapter 26A of the Sonoma County Code, and other County ordinances regulating surface mining and reclamation.

2.4 The Parties intend for this Agreement to satisfy the above conditions and requirements referenced in section 2.2 and 2.3 above. The Parties intend that the performance of this Agreement and its terms, conditions, covenants, and promises is full and complete satisfaction of the Mitigation Measures.

2.5 Therefore, for and in consideration of the terms, conditions, and covenants of Hanson and County in this Agreement Hanson and County hereby agree as follows.

SECTION 3. DEFINITION OF “LEVEE”

3.1 For purposes of this agreement, the term “Levee” refers to the earthen separator and banks between the Russian River and the Pits which consists of the original native earth and vegetation remaining after the excavation of the Pits and any overburden, sediments, aggregates, rip-rap and other materials placed on top of native materials to raise the height of the earthen separator, and/or protect the separator and banks from erosion and any weirs, culverts and other flood flow control structures which have been installed in the designated bank and levee area for each pit.

3.2 The location of the “Levee” affected by this agreement shall be that portion of the Property which lies east of the Russian River, approximately between river miles (“RM”) 27.0 to 28.0, and lies east of the toe of the east river bank and within 450 feet of the top of east bank as in existence as of the date of this Agreement. The approximate location of the Levee as of the date of this Agreement is shown on Exhibit A.

SECTION 4. REPAIR

4.1 Hanson shall maintain and keep the Levee in reasonable repair by repairing damage to the Levee resulting from overtopping, lateral erosion, and/or slope failure ("**Damage**") as reasonably necessary to reduce the likelihood of "pit capture". Hanson shall not be responsible for Damage to the Levee resulting from bank erosion clearly caused by acts or requirements of other parties, including channel encroachment, vegetation removal, vegetation retention and limitations on removal of gravel from the channel.

4.2 Upon learning of any Damage to the Levee, Hanson shall promptly have a qualified licensed engineer inspect the Levee and prepare a written report describing the results of the inspection and making recommendations for repair of the Damage. Hanson shall consult with the County concerning the evaluation and provide the County with copies of the written report. Hanson shall at its sole cost and expense diligently pursue repair of the Levee consistent with the requirements of this Agreement. Any work performed on the Levee pursuant to this Agreement shall be performed in a good and workmanlike manner. Hanson and the County acknowledge that repair of Damage to Levee may be subject to permitting requirements from the County and other state or federal agencies, including but not limited to the Regional Water Quality Control Board for the North Coast Region, California Department of Fish and Game, the United States Army Corps of Engineers, and the National Marine Fisheries Service.

4.3 Hanson's promises, covenants and obligations under this Section 4 are referred to herein as "**Hanson's Obligations.**"

SECTION 5. DEFAULT AND CURE

5.1 The County may declare Hanson in default of Hanson's Obligations, and pursue County's remedies as specified in Section 5.2, below, if Hanson has not performed Hanson's Obligations in a timely manner or if Hanson is financially incapable of carrying out the repairs ("**Hanson's Default**"). Prior to any exercise of County's remedies, County shall first provide Hanson with written notice of Hanson's Default and County's intent to exercise County's remedies, which reasonably describes County's basis for Hanson's Default ("**County's Notice**"). Hanson shall have thirty (30) days from the receipt of County's Notice to provide County with written assurances reasonably addressing the issues raised in the County's Notice and if within said thirty (30) day period Hanson diligently begins performance of Hanson's Obligations and diligently continues performance of Hanson's Obligations until fully performed, or if Hanson provides evidence of its financial capability to carry out the repairs, Hanson's default shall be deemed cured, otherwise County may pursue County's remedies under Section 5.2, below.

5.2 In the event of Hanson's Default, County may pursue any or all of the following remedies:

5.2.1 Pursue redemption of the Bond pursuant to Section 6, below; and/or

5.2.2 Take all necessary action to maintain or repair the Levee in the condition stated in Section 4, above, through use of its own forces or by contract.

5.3 In the event of Hanson's Default and County's exercise of its remedies, Hanson shall reimburse County for its costs. Such obligation or reimbursement shall not be limited by the Bond or other security provided by this Agreement described in Section 6, below. Nothing in this Agreement imposes an affirmative duty upon the County to perform any inspections or to maintain or otherwise repair the Levee.

SECTION 6. SECURITY FOR HANSON'S PERFORMANCE

6.1 To secure Hanson's performance of Hanson's Obligations, Hanson shall provide County with a performance bond in substantially the form and content of Exhibit B, attached hereto and made a part hereof by this reference (the "**Bond**"), and in the amounts provided for in Section 6.3, below.

6.2 The County may pursue redemption of the Bond in the event of Hanson's Default pursuant to Section 5, above, and pursuant to the terms and conditions of the Bond.

6.3 During the first 10-year period from July 16, 1996 through July 16, 2006, Hanson complied with the requirements discussed in section 2.3 above by providing a security in the amount of Three Hundred Sixty-Six Thousand Dollars (\$366,000).

The second 10-year period shall extend from July 17, 2006 through July 17, 2016 except as provided in Section 8, below. As of the date of this Agreement, the inflation-adjusted amount of the Bond to be provided for this period shall initially be established at One Million, Fifty Thousand Dollars (\$1,050,000.00). The bond shall be adjusted every two years for a cost of living adjustment (COLA) increase. On July 1 of every second year, commencing on July 1, 2009, the bond shall be adjusted to account for increases or decreases in the index set forth below. The bond shall be adjusted in accordance with the following formula:

$$NCap = OCap + ((OCap) \times (CPI \text{ Biennial Change}))$$

Wherein,

"NCap" is the new or adjusted CAP for the upcoming two-year period;

"OCap" is the CAP in effect during the current two-year period; and

"CPI Biennial Change" is the percentage change in the Consumer Price Index for All Urban Consumers published by the United States Bureau of Labor Statistics from December for the third prior calendar year to December for the prior calendar year.

6.4 The Bond shall renew automatically so that the Bond remains in effect for the duration of this Agreement. No less than 30 days prior to the expiration of the Bond, Hanson shall provide the County with a continuation certificate for the Bond or other proof reasonably acceptable to the County demonstrating the continuation of the Bond.

6.5 Hanson may, by mutual agreement with County, replace the Bond with other good and sufficient security for the performance of Hanson's Obligations, and in that event the term "Bond" as used in this Agreement shall mean the substituted security.

6.6 County's right to pursue redemption of the Bond or other security shall be in addition to, and shall not limit the County's rights to pursue, any other remedy at law or equity.

SECTION 7. ACCESS

7.1 Hanson hereby grants the County a right of access to the subject property for the purposes of inspection, maintenance and repair of the Levee pursuant to the rights of County under this Agreement. In addition, Hanson grants the County a right of access over Parcel Numbers 66-290-49 and 50, which are outside the Levee Maintenance Area to facilitate the County's access to the subject property for the sole purpose of implementing and enforcing this agreement. In addition, Hanson grants the County a right of access over the "Access Strip" designated in that certain easement granted to Hanson over Parcel Number 66-290-53 on August 29, 2008 to facilitate the County's access to the subject property for the sole purpose of implementing and enforcing this Agreement; the rights granted to County in this Section 7.1 are subject to any and all restrictions and limitations set forth in that easement, which is attached hereto as Exhibit D and made a part hereof by reference and any other restrictions of record. County agrees to provide Hanson with reasonable notice of County's intent to access the property and to comply with all applicable safety regulations in carrying out its rights pursuant to this Agreement.

7.2 Nothing in this Agreement imposes an affirmative duty upon the County to perform any inspections or to maintain or otherwise repair the Levee.

SECTION 8. TERM

8.1 The "**Term**" of this Agreement shall commence of the date of execution of this Agreement set forth below and shall continue until July 17, 2016. The County shall release the Bond on such date provided that there are no pending claims by County against the Bond and Hanson has fulfilled Hanson's Obligations under this Agreement to the reasonable satisfaction of the County. County shall record the "Termination of Bank and Levee Repair and Security Agreement and Quitclaim Deed" attached hereto as Exhibit "C" and made a part hereof by this reference, within 30 days of the release of the Bond by County.

SECTION 9. SUCCESSORS

9.1 County shall record this Agreement in the Official Records of the County of Sonoma, and Hanson or its agent shall provide written notice of this Agreement to any party with

whom Hanson has entered into a contract for the purchase of the Levee or any portion thereof, and in the event of such a transfer Hanson shall provide the County written notice of the transfer including the name and contact information for the transferee within 10 days after such transfer.

9.2 Upon 30 days notice to the County, Hanson may transfer any or all of the real property containing all or any part of the Levee, and in that event County shall release Hanson and Hanson's security provided under Section 6, above, from this Agreement for that portion of the Levee so transferred, provided, however, that Hanson shall, at the time of the transfer, be in full compliance with all its promises, covenants, and obligations under this Agreement; Hanson's successor agrees in writing to assume all of Hanson's promises, covenants, and obligations of Hanson under this Agreement for that portion of the Levee being transferred; and Hanson's successor provides the County, upon or prior to said transfer, with the Bond or other security provided in Section 6 for that portion of the Levee being transferred such that the total security equals the amount required pursuant to Section 6.3, above.

SECTION 10. EFFECT OF AGREEMENT

10.1 The Parties intend that this Agreement and the Parties performance of this Agreement are full and complete satisfaction of and compliance with the Mitigation Measures set forth in Section 2.4 above. In the event this Agreement conflicts with the Approval Documents or Mitigation Measures for the Piombo Pit and Richardson/Argonaut Pit Reclamation Plans as well as the County's Flood Protection Program established pursuant to the ARM Plan, the Approval Documents and Mitigation Measures shall control.

SECTION 11. MISCELLANEOUS

11.1 Entire Agreement. This Agreement (including Exhibits) is intended both as the final expression of the agreement between the Parties hereto with respect of the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties, and any such writing shall be recorded in the Official Records of the County of Sonoma and shall specifically reference this Agreement and the document number assigned to it by the Recorder for the County of Sonoma.

11.2 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

11.3 Severability. If any provision of this Agreement or the application of any provision is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement shall not be affected, and this Agreement shall be construed as if such invalid, void, or unenforceable provisions had not been contained therein.

11.4 No Waiver. No waiver of any default or breach under this Agreement will be implied from any omission to take action on account of this Agreement, regardless of any custom and practice or course of dealing. No waiver will affect any default other than the default specified in the waiver, and then the waiver will be operative only for the time and to the extent stated in the Agreement. Waivers of any covenant will not be construed as a waiver of any subsequent breach of the same covenant. No waiver by either party of any provision under this Agreement will be effective unless in writing and signed by that party.

11.5 Successors and Assigns. This Agreement will be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of Parties. Nothing in this paragraph shall be deemed to permit any transfer contrary to the provisions of Section 9, above.

11.6 No Third Party Beneficiary. Nothing in this Agreement creates or is intended to create an interest in any third party.

11.7 Notices. All notices to be given under this Agreement will be in writing and mailed, postage prepaid, by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, or sent by facsimile (with sender's receipt of written confirmation of successful transmission and immediately followed by one of the preceding methods), in accordance with the following:

Hanson: Hanson Aggregates Mid-Pacific Inc, Inc.
c/o Carroll LaGrafte
12667 Alcosta Blvd. Suite 400
San Ramon, CA 94593
Attn.: Terry Marshall
(925) 244-6500
(925) 244-6585 (facsimile)

With a copy to:
Lehigh Hanson, Inc.
Attn.: General Counsel
300 E. John Carpenter Frwy., Suite 1645,
Irving, TX 75062

County: County of Sonoma
C/O Permit and Resources Management Department
2550 Ventura Avenue.
Santa Rosa, California 95403
Attn.: Director
(707) 565-1900
(707) 565-1103

or to any other place that Hanson or the County may designate in a written notice given to the other party. Notices will be deemed given on the earlier of receipt or three (3) days after the date

of mailing. Notices sent by facsimile shall be deemed given on the date sent, if sent in accordance with the above.

SECTION 12. EXHIBITS

12.1 The following Exhibits are attached to this Agreement and incorporated herein by this reference:

- Exhibit A: Hanson Properties – Diagram of Approximate Location of Levee
- Exhibit B: Form of Performance Bond
- Exhibit C: Termination of Agreement and Quitclaim Deed
- Exhibit D: Grant of Easement over Parcel Number 66-290-53 to Hanson from J Vineyards & Winery (August 29, 2008)

SECTION 13. EXECUTION

13.1 Each individual executing this Agreement on behalf of Hanson represents and warrants that she or he is duly authorized to execute and deliver this Agreement on behalf of Hanson and that the execution is binding upon Hanson.

In witness whereof, the Parties have caused this Agreement to be executed as of the 4th day of Sept., 2011

HANSON

Hanson Aggregates Mid-Pacific, Inc.

By: M. d. Roth
M. F. Roth, Vice President

By: Terry A. Marshall
Terry A. Marshall Assistant Secretary

COUNTY

County of Sonoma

By: [Signature]
Chairman, Board of Supervisors

Approved as to form:

By: [Signature]
Deputy County Counsel

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On Dec 12, 11 before me, Sandra L. Faus, Notary Public,
(Here insert name and title of the officer)

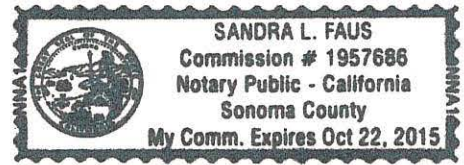
personally appeared Efren Carrillo

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Sandra L. Faus
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Levee Repair & Security
(Title or description of attached document)

Agreement - Hanson Agg.
(Title or description of attached document continued)

Number of Pages 10 Document Date 9/6/11

PRMD - Schiltgen
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)

☒ Other Chair of Board
of Supervisors

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Contra Costa

On September 27, 2011 before me, Patty Sanders, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael F. Roth
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature: Patty Sanders
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Title- Levee Repair and Security Agr.

Document Date: September 6, 2011 Number of Pages: 10

Signer(s) Other Than Named Above: Perry A. Marshall

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael F. Roth Signer's Name: _____

☒ Corporate Officer — Title(s): V.P./bm ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: _____

RIGHT THUMBPRINT OF SIGNER Top of thumb here

RIGHT THUMBPRINT OF SIGNER Top of thumb here

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On November 2, 2011 before me,

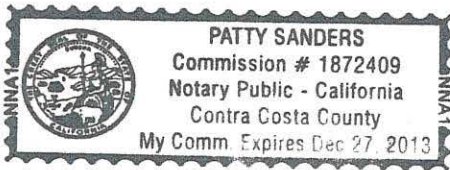
Here Insert Name and Title of the Officer

personally appeared

Terry A. Marshall

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Title-Leave Repair and Security Agr.

Document Date:

September 6, 2011

Number of Pages:

10

Signer(s) Other Than Named Above:

Mike Roth

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Terry A. Marshall

☐ Individual

☒ Corporate Officer — Title(s):

Asst Sec.

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

EXHIBIT A

**DIAGRAM OF APPROXIMATE
LOCATION OF HANSON PROPERTY AND LEVEE MAINTENANCE AREA**

EXHIBIT B
FORM OF
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Hanson Aggregates Mid-Pacific, Inc., a Delaware corporation (hereafter designated as "**Principal**"), has, by written agreement entitled " Levee Repair and Security Agreement" dated 9-6-11 (hereafter designated the "**Agreement**"), agreed with the County of Sonoma, a political subdivision of the State of California (hereafter designated as "**County**") to perform certain inspection, maintenance and repair obligations (referred to in the Agreement as "**Hanson's Obligations**") concerning a particular Levee generally located on 66-290-052 (formerly APN 66-290-01); 66-300-027, 049 and 011; 110-110-015 and 016; and 110-120-020 and 021 (as more particularly defined in the Agreement), which Agreement, and all of the documents attached to or forming a part of that Agreement (hereinafter designated as "**Contract**"), are hereby referred to and incorporated by reference;

NOW THEREFORE, we, the Principal, and Berkley Regional Insurance Company, as Surety, are held and firmly bound unto County in the sum of One Million, Fifty Thousand Dollars (\$1,050,000.00), lawful money of the United States of America for the payment of which sum Principal and Surety hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal promptly and faithfully performs all of Hanson's Obligations pursuant to the covenants and conditions of the Contract on its part, then this obligation shall be void; but otherwise this obligation shall remain in full force, subject, however, to the following conditions:

1. Whenever the Principal shall be, and shall be declared by the County to be, in default under the Contract, the Surety may promptly remedy the default, or, in the alternative, shall have the option to assume and complete Hanson's Obligations under the Contract in accordance with its terms and conditions, or to obtain another to complete Hanson's Obligations under the Contract, and thereafter the Surety or that other person shall be subrogated to all the rights of the Principal under the Contract.
2. If the County defaults in the performance of any material covenant or condition on its part to be performed under the Contract, the Surety shall be relieved from all liability hereunder.
3. If the Principal and the County agree on any modifications in the terms of the Contract, or in Hanson's Obligations described therein, the Principal shall immediately and prior to the commencement of any action to comply with Hanson's Obligations as may be modified, give notice to the Surety stating the nature and extent of the modification; and the Surety shall have the right in its

absolute discretion to disapprove any modification which would, collectively with other modifications not specifically approved by the Surety, increase the amount of the performance bond required by the Agreement by more than 10 percent.

4. The Surety shall not be liable for the nonperformance of any of the terms of the Contract attributable to fire, riot, strike, the elements or other acts of God, or for any loss or damage resulting therefrom.
5. No right of action shall accrue on this bond to or for the use of any person, firm, or corporation other than the County.
6. No suit, action, or proceeding shall be maintained under this bond unless commenced within two years after the failure of Principal to comply with Hanson's Obligations pursuant to the Contract.
7. Principal may, by mutual agreement with the County, replace the bond with other good and sufficient security for the performance of Hanson's Obligations, and in that event the term "bond" as used in this Agreement shall mean the substituted security.
8. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
9. This bond shall renew automatically and shall not expire without 90 days advance written notice being provided to the County as stated in Condition 21(B) of County Board of Supervisors Resolution number 96-0969, adopted on July 16, 1996, approving Use Permit Number SMP95-089 for Hanson's Master Reclamation Plan Project.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original, have been duly executed by the above Principal and _____ [Surety or Sureties] on _____ [date].

PRINCIPAL Hanson Aggregates Mid-Pacific, Inc. By: _____ _____, Vice President By: _____ _____, Secretary	SURETY Name By: _____ Name, Position By: _____ Name, Position
--	---

EXHIBIT C

**FORM OF TERMINATION OF
LEVEE REPAIR AND
SECURITY AGREEMENT AND
QUITCLAIM DEED**

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

Hanson Aggregates, Inc.
3000 Busch road
Pleasanton, California 94556-8403
Attention: President

(SPACE ABOVE FOR RECORDER'S USE)

**TERMINATION OF
LEVEE REPAIR AND
SECURITY AGREEMENT AND
QUITCLAIM DEED**

The County of Sonoma, a political subdivision of the State of California, does hereby acknowledge that the "Levee Repair and Security Agreement," recorded _____, _____ as Document Number _____ in the Official Records of Sonoma County, terminated on _____, _____, and that the County of Sonoma hereby quitclaims all right, title, and interest in of the property subject to the "Levee Repair and Security Agreement" to the current owners of that property.

COUNTY OF SONOMA

By: _____
Chairman, Board of Supervisors

Approved as to form:

By: _____
Deputy County Counsel

EXHIBIT D

**GRANT OF EASEMENT OVER PARCEL NUMBER 66-290-53 TO HANSON FROM J
VINEYARDS & WINERY (AUGUST 29, 2008)**

Recording Requested By and
When Recorded Return To:

HANSON AGGREGATES MID-PACIFIC, INC.
300 E. John Carpenter Fwy.
Suite 1645
Irving, TX 75062
Attn: General Counsel
PH: 972-653-5500

NLS-365396-cc

First American Title Guaranty Company hereby
certifies that the within instrument is a true
and correct copy of the original instrument
recorded in the office of the recorder of the
County of Sonoma, State of California,

on August 29, 2008

Recorder's Serial No. 2008-079183

FIRST AMERICAN TITLE GUARANTY COMPANY

By [Signature]

DOCUMENTARY TRANSFER TAX \$ 0.00

The undersigned declares that the consideration
for this Easement is less than \$100.00

GRANT OF EASEMENT (Private Agriculture Access)

This Grant of Easement (this "Agreement") is made as of August 29, 2008, for
the benefit of Hanson Aggregates Mid-Pacific, Inc., a Delaware corporation ("Grantee"), by J
Vineyards & Winery, L.P., a California limited partnership ("Grantor").

RECITALS

A. Grantor is the owner of certain real property located in the County of Sonoma,
State of California, having Assessor Parcel Number 066-290-053, and as more particularly set
forth in Exhibit A attached hereto and incorporated herein by reference (the "Servient
Tenement").

B. Grantee is the owner of certain real property adjacent to the Servient Tenement
having Assessor Parcel Number 066-290-052, and as more particularly set forth in Exhibit B
attached hereto and incorporated herein by reference ("Grantee Parcel"). The Servient Tenement
includes a strip of land which provides access from Grantee Parcel to Eastside Road,
approximately fifty (50) feet in width ("Access Strip"), and which is more particularly set forth
in Exhibit C attached hereto and incorporated herein by reference.

C. Grantor has agreed to grant to Grantee an access easement over the Access Strip
upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby
acknowledged, Grantor grants the easements as hereinafter defined to Grantee under the
following terms and conditions:

1. Grant of Easements. Grantor hereby grants to Grantee a private access easement for vehicular and pedestrian ingress and egress by Grantee, its successors, assigns, invitees, and tenants, and the invitees of such tenants, serving Grantee Parcel over, under, within and through the Access Strip. The Easement shall be used for the sole purpose of accessing and providing ingress and egress to, from and between, Grantee Parcel and Eastside Road and for the maintenance thereof by Grantee.

2. Character of Easement. The Easement is nonexclusive and appurtenant to Grantee Parcel and includes the absolute right of Grantee to use the Easement for the purpose of accessing Eastside Road to and for the benefit of the Grantee Parcel.

3. Term. The Easement will be an easement in perpetuity for the benefit of Grantee, its successors and assigns.

4. Transferability/Covenants Run With Land. All provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall constitute covenants running with the land pursuant to Section 1468 of the California Civil Code, as may be amended from time to time and be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns, representatives, and all other persons acquiring all or any portion of any party's interest in the property described herein whether by operation of law or in any manner whatsoever, unless and until terminated.

5. Miscellaneous. This Agreement is entered into solely for the benefit of the parties hereto and their respective heirs, successors, executors, administrators, and assigns (and other permitted users of the Easement as provided herein). Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by both Grantor and Grantee (or their respective heirs, successors, executors, administrators, or assigns, as applicable). This Agreement is governed by the laws of the State of California. This Agreement represents the entire agreement of the parties hereto relating to the rights granted and obligations assumed herein and the subject matter of the relationship described herein. Any prior oral representations or modifications concerning this Agreement shall be of no force or effect. This Agreement is entered into in Sonoma County, State of California and shall be enforced there. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. If any party hereto incurs costs enforcing this Agreement, the prevailing party shall be entitled to full reimbursement of all costs of enforcement including attorney's fees. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portion of them, will be not affected.

(SIGNATURES CONTAINED ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth hereinabove.

GRANTEE:


Hanson Aggregates Mid-Pacific, Inc.
a Delaware corporation,
formerly known as Kaiser Sand & Gravel Company

By: _____
Name: _____
Title: _____

GRANTOR:

J Vineyards & Winery, LP,
a California limited partnership

By: J L. Jordan Company, a California corporation,
its general partner

By: 
Judith L. Jordan, President

NOTARY

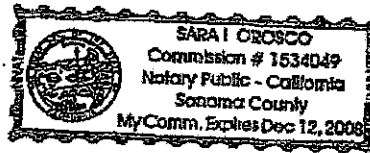
STATE OF CALIFORNIA)
COUNTY OF Sonoma) ss:

On August 27, 2008 before me, Sara I. Orozco, Notary
Public personally appeared Judith L. Jordan, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

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

WITNESS my hand and official seal.

Signature Sara I. Orozco



STATE OF CALIFORNIA)
COUNTY OF _____) ss:

On _____ before me, _____, Notary
Public personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached, reads as follows:

NAME OF NOTARY: Sara L. Orosco

COMMISSION NUMBER: 1534049

NOTARY PUBLIC STATE: California

NOTARY PUBLIC COUNTY: Sonoma

DATE COMMISSION EXPIRES: December 12, 2008

SIGNATURE OF DECLARANT: 

PRINT NAME OF DECLARANT: LIZ TREANGEN

CITY & STATE OF EXECUTION: WALNUT CREEK, CA

DATE SIGNED: August 29, 2008

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

GRANTEE:

By:

Name:

Title:

By:

C:\Documents and Settings\lucangen\Local Settings\Temporary Internet Files\OLK183\Winton Easement (00176571-3).DOC 3

NOTARY

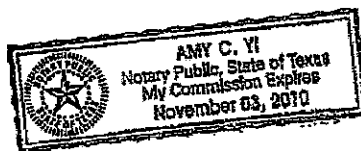
STATE OF ~~CALIFORNIA~~ ^{TEXAS})
) ss:
COUNTY OF DALLAS)

On August 27, 2008 before me, Amy C. Yi, Notary
Public personally appeared Michael H. Herty, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

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

WITNESS my hand and official seal.

Signature _____



STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____ before me, _____, Notary
Public personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A
SERVIENT TENEMENT

EXHIBIT "A"

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SONOMA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

LYING WITHIN THE EL MOLINO RANCHO AND BEING THE NORTH HALF OF THE
NORTHEAST QUARTER AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION
15 IN TOWNSHIP 8 NORTH, RANGE 9 WEST, M.D.B. & M.; AND THE NORTH HALF OF THE
NORTHEAST QUARTER OF SECTION 16, IN TOWNSHIP 8 NORTH, RANGE 9 WEST, M.D.B. &
M., LYING EAST OF THE RUSSIAN RIVER.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO W. M. RICHARDSON,
RECORDED MAY 29, 1919, IN BOOK 368 OF DEEDS, PAGE 398, SONOMA COUNTY
RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 15 IN TOWNSHIP 8 NORTH, RANGE 9 WEST, M.D.B. &
M., ON THE EAST BOUNDARY LINE OF THE RANCHO EL MOLINO; THENCE RUNNING SOUTH
88° 50' WEST, A DISTANCE OF 7.14 CHAINS (471.24 FEET) TO AN IRON PIN DRIVEN IN
THE GROUND IN THE CENTER OF THE COUNTY ROAD LEADING FROM HEALDSBURG TO
GUERNEVILLE AND THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE
HEREIN DESCRIBED; THENCE NORTH 1° WEST, ALONG THE CENTER LINE OF SAID
COUNTY ROAD, 8.89 CHAINS (586.74 FEET) THENCE SOUTH 88° 50' WEST, A DISTANCE OF
45 CHAINS (2970 FEET); THENCE SOUTH 1° EAST, A DISTANCE OF 8.89 CHAINS (586.74
FEET) TO A STATION IN THE NORTH LINE OF THE LAND DESCRIBED IN THE DEED TO W.
M. RICHARDSON, DATED NOVEMBER 17, 1913 AND RECORDED NOVEMBER 17, 1913 IN
BOOK 316 OF DEEDS, PAGE 353, SONOMA COUNTY RECORDS; THENCE RUNNING ALONG
SAID NORTH LINE OF RICHARDSON NORTH 88° 50' EAST, A DISTANCE OF 45 CHAINS
(2970 FEET) TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO TITLE INSURANCE
AND TRUST COMPANY, A CORPORATION, RECORDED DECEMBER 11, 1964 IN BOOK 2095
OF OFFICIAL RECORDS AT PAGE 191, SERIAL NO. J-22085, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY
OF SONOMA RECORDED MARCH 11, 1965 IN BOOK 2113 OF OFFICIAL RECORDS AT PAGE
723, SERIAL NO. J-34113, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY
OF SONOMA RECORDED MARCH 11, 1965 IN BOOK 2113 OF OFFICIAL RECORDS AT PAGE
727, SERIAL NO. J-34114, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO WINDSOR
SAND AND GRAVEL CO., INC., A CORPORATION, RECORDED DECEMBER 27, 1967 IN BOOK
2306 OF OFFICIAL RECORDS AT PAGE 874, SERIAL NO. K-62506, SONOMA COUNTY
RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED IN THE DEED TO THE COUNTY

OF SONOMA, RECORDED OCTOBER 30, 1974 IN BOOK 2908 OF OFFICIAL RECORDS AT PAGE 685, SERIAL NO. P-27088, SONOMA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM PARCELS 1, 2, 3 AND 4 AS SHOWN ON PARCEL MAP NO. 4534 FILED OCTOBER 31, 1974 IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY IN BOOK 214 OF MAPS AT PAGE 22, SONOMA COUNTY RECORDS.

PARCEL TWO:

LYING IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, WITHIN THE EL MOLINO RANCHO, AND BEING A PORTION OF THE LANDS CONVEYED TO KAISER SAND & GRAVEL COMPANY, A CORPORATION, IN THE DEED RECORDED IN BOOK 3374 OF OFFICIAL RECORDS, AT PAGE 940, SONOMA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF THE LANDS CONVEYED TO KAISER SAND & GRAVEL COMPANY, A CORPORATION, IN THE DEED RECORDED AS DOCUMENT NO. 89-108840, SONOMA COUNTY RECORDS, SAID POINT LYING IN THE CENTER OF EASTSIDE ROAD AND BEING MARKED BY A 3/4 INCH IRON PIPE;

THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHERLY LINE OF THE LANDS CONVEYED TO RICHARDSON IN BOOK 559 OF OFFICIAL RECORDS, AT PAGE 496, SONOMA COUNTY RECORDS, S89°07'39"W, A DISTANCE OF 304.40 FEET TO A POINT;

THENCE LEAVING SAID LINE, S0°50'51"W, A DISTANCE OF 642.85 FEET TO A POINT;

THENCE S10°13'01"W, A DISTANCE OF 489.09 FEET TO A POINT;

THENCE S21°50'03"W, A DISTANCE OF 131.36 FEET TO A POINT;

THENCE S13°17'20"W, A DISTANCE OF 125.61 FEET TO A POINT;

THENCE S0°44'58"W, A DISTANCE OF 517.97 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH A LINE WHICH LIES PARALLEL TO AND 50.00 FEET NORTHERLY, WHEN MEASURED AT RIGHT ANGLES, FROM THE MOST NORTHERLY LINE OF THE LANDS CONVEYED TO BUENA TIERRA VINEYARD, AS DESCRIBED IN THE DEED RECORDED UNDER DOCUMENT NO. 1993-040436, SONOMA COUNTY RECORDS;

THENCE ALONG SAID LINE, N88°47'01"E, A DISTANCE OF 476.59 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF EASTSIDE ROAD;

THENCE NORTHERLY ALONG SAID LINE AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1000.00 FEET, THROUGH A CENTRAL ANGLE OF 8°24'03", FOR A LENGTH OF 146.62 FEET (LONG CHORD= N04°13'38"E 146.49 FEET);

THENCE CONTINUING. N0°01'37"E, A DISTANCE OF 541.75 FEET TO A POINT;

THENCE N0°04'48"W, A DISTANCE OF 606.25 FEET TO A POINT;

THENCE N0°09'14"W, A DISTANCE OF 586.65 FEET TO THE POINT OR PLACE OF BEGINNING.

APN: 066-290-053-000

EXHIBIT B
GRANTEE PARCEL

EXHIBIT "B"

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Lying in the County of Sonoma, State of California, within the El Molino Rancho, and being a portion of the lands conveyed to Kaiser Sand & Gravel Company, a corporation, in the deed recorded in Book 3374 of Official records, at page 940, Sonoma County Records, more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest quarter of the Northeast quarter of Section 15, Township 8 North, Range 9 West, M.D.M. & H., on the East boundary line of the Rancho El Molino; thence South $88^{\circ} 50'$ West 7.14 chains to an iron pin driven in the center of the County Road leading from Healdsburg to Guerneville, the place of beginning; thence North 1° West along the center of said road, 8.89 chains to an iron pin driven in the ground; thence South $88^{\circ} 50'$ West 46.50 chains, more or less, to a point in the boundary line established by the deed and agreement dated October 15, 1919 and made and entered into by and between E.D. Thompson, W. H. Richardson and Emily B. Hopkins, and recorded in Book 376, of Deeds, page 449, Sonoma County Records, which said point is South $15^{\circ} 50'$ West, 12.53 chains from the Northerly end of the boundary line so established; thence along said line and its extension South $15^{\circ} 50'$ West 30.62 chains, more or less, to a point in the South line of the Northeast quarter of Section 16, Township 8 North, Range 9 West; thence North $88^{\circ} 45'$ East along said line, 60.29 chains to the center of Section 15 of said Township and Range; thence East 40.00 chains, more or less, to the Southeast corner of the Northeast quarter of said Section 15; thence North 20.00 chains, more or less, to the southeast corner of the Northeast quarter of the Northeast quarter of Section 15; thence West along the South line of the North half of the Northeast quarter of Section 15, 47.14 chains to the point of beginning.

BEING the same premises described in deed from I. Boone Miller and Jessie L. Miller to Walter M. Richardson, dated November 17, 1913 and recorded in Book 316 of Deeds, page 353, Sonoma County Records, and in the deed from E.D. Thompson to W. M. Richardson, dated May 13, 1919 and recorded in Book 368 of Deeds, page 398, Sonoma County Records, with the Westerly boundaries of the respective tract so conveyed by said Deeds, amended to conform with the deed and agreement between E.D. Thompson, W.M. Richardson and Emily Hopkins, hereinabove referred to.

EXCEPTING THEREFROM that portion conveyed by Warren P. Richardson and Camille Gertrude Richardson, also known as Camille G. Richardson, his wife to Frances A. Smith and Allan F. Smith, her husband as Joint Tenants, by deed dated January 30, 1946 and recorded March 19, 1946 under Recorder's Serial No. C-13226, Sonoma County Records.

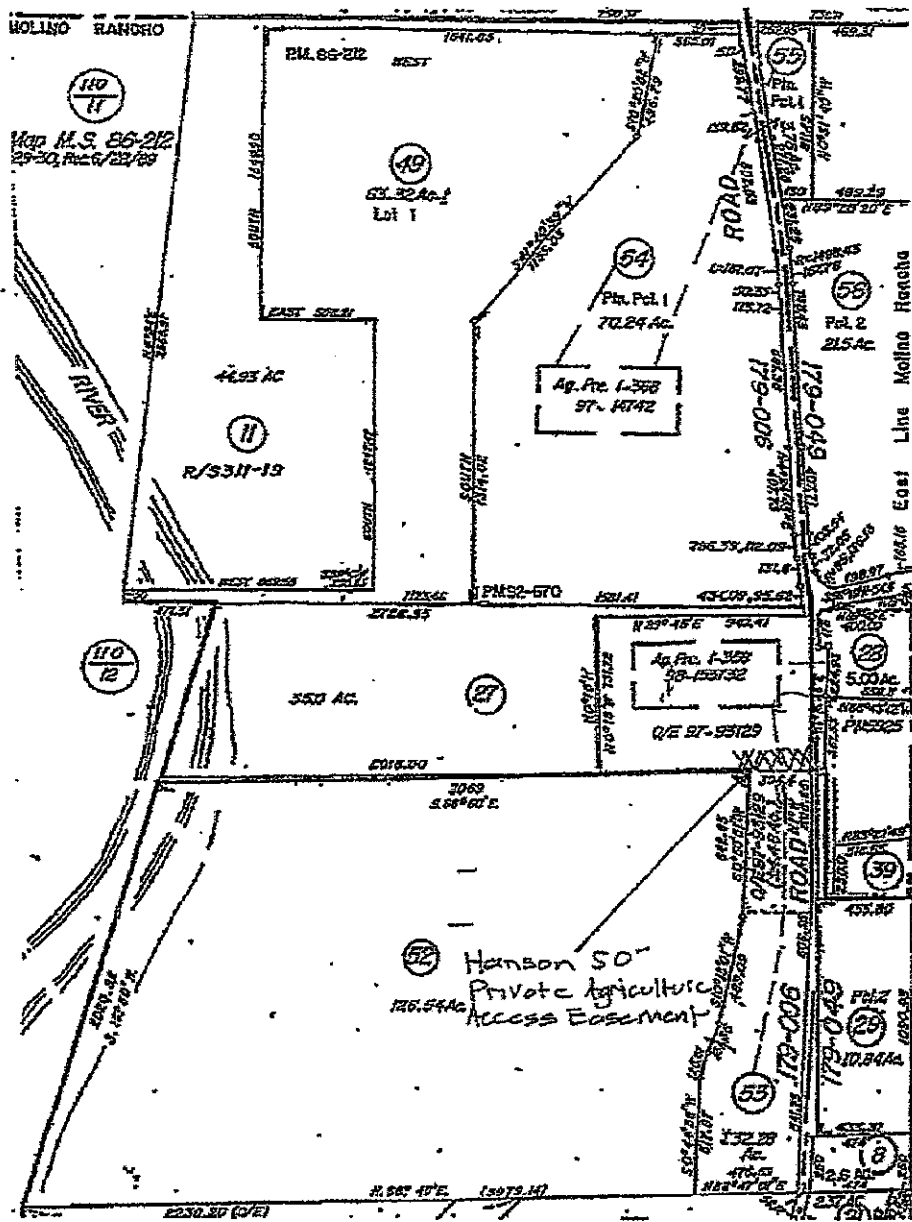
ALSO EXCEPTING THEREFROM all of the portion thereof which lies east of the center line of the County road (Eastside Road) leading from Healdsburg, California to Guerneville, California, as said County road exists as of October 29, 1971.

ALSO EXCEPTING however, such portion thereof, if any, which lies in the bed of any navigable stream.

Also excepting therefrom: All that portion thereof described in the Grant Deed recorded May 8, 1998 as Instrument No. 1998-0049700 of Official Records.

APN: 066-290-052

EXHIBIT C
ACCESS STRIP



#0158086

Lehigh Hanson**Commercial Bond Request Form**

Please also see "Bonding Terminology - Commercial Bonds"

Request Date: May 16, 2011

Date Needed (please allow 5 business days): June 1, 2011

Product Line*: (Cement, Materials, Bldg Products)
(*REQUIRED) Circle OneAccounting Code:
115224.6330Plant Code*: 115
Plant City, State*: Winsor, CA

Requester:

Name: Terry A. Marshall
Street Address: 7673 North Ingram Ave
City, State, Zip: Fresno, CA 93711
Phone: (559) 994-9088
Fax: (559) 2744591
Email: tmarshall@lehighcement.com

Recipient:

(complete if different from requester)

Name: same
Street Address:
City, State, Zip:
Phone:
Fax:
Email:

1. Type of Bond: Commercial

- ☐ US Customs (1a)
☐ Court Bond (1b)
☐ License and Permit Bond (1c)
☒ Reclamation (1d)
☐ Other

2. Bond Details: (Complete all applicable fields)

Bond Amount (2a): \$1,050,000 (U.S. Dollars, Canadian Dollars or other) please circle one

Bond Effective Date (2b): June 1, 2011 (depends on agreement signature date)

Termination Date (please note if continuous) (2c): July 17, 2016

3. Bond Description & Additional Comments: Levee Repair and Security Agreement. The Agreement and resulting bond provides funding to maintain and repair the banks and levees and shoreline facilities between the river and existing terrace pits within 450 of the river for a 20-year period (from initial approval of July 16, 1996) in order to minimize the potential risks from pit capture.

Complete the items below fully and without abbreviations exactly as they should appear on the bond.

4. Principal Name (Name of the Lehigh Hanson business entity – as it should appear on the Bond form):

Hanson Aggregates Mid-Pacific, Inc.

Address	City	State	Zip	Telephone No.
12667 Alcosta Blvd. Suite 400	San Ramon	CA	94593	(559) 994-9088

5. Obligor (Party requiring the Bond – as it should appear on Bond form):

County of Sonoma

Address	City	State	Zip	Telephone No.
2550 Ventura Avenue	Santa Rosa	CA	95403	(707) 565-1900

6. Additional Comments and other Special Instructions:

7. Please make sure to include the following items:

- a. Copy of required bond form – if applicable
b. Copy of underlying permit and/or other documents issued by the government agency or company requiring Lehigh Hanson to post a bond

Please send or email the completed bond request form and all related documents to the following:

Main Contact:Name: Bridgette Jackson
Email: bridgette.jackson@marsh.com
Phone: (214) 303-8643
Fax: (214) 303-8649**Backup:**Name: Claudia Chavez-Ortiz
Email: claudia.chavez-ortiz@marsh.com
Phone: (214) 303-8544
Fax: (214) 303-8649**Manager:**Name: Phil Neighorn
Email: philip.neighorn@marsh.com
Phone: (214) 303-8334
Fax: (214) 303-8649

EXHIBIT B

Bond No. 0158086

**FORM OF
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Hanson Aggregates Mid-Pacific, Inc., a Delaware corporation (hereafter designated as "**Principal**"), has, by written agreement entitled "Levee Repair and Security Agreement" dated 9-6-11 (hereafter designated the "**Agreement**"), agreed with the County of Sonoma, a political subdivision of the State of California (hereafter designated as "**County**") to perform certain inspection, maintenance and repair obligations (referred to in the Agreement as "**Hanson's Obligations**") concerning a particular Levee generally located on 66-290-052 (formerly APN 66-290-01); 66-300-027, 049 and 011; 110-110-015 and 016; and 110-120-020 and 021 (as more particularly defined in the Agreement), which Agreement, and all of the documents attached to or forming a part of that Agreement (hereinafter designated as "**Contract**"), are hereby referred to and incorporated by reference;

NOW THEREFORE, we, the Principal, and Berkley Regional Insurance Company, as Surety, are held and firmly bound unto County in the sum of One Million, Fifty Thousand Dollars (\$1,050,000.00), lawful money of the United States of America for the payment of which sum Principal and Surety hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal promptly and faithfully performs all of Hanson's Obligations pursuant to the covenants and conditions of the Contract on its part, then this obligation shall be void; but otherwise this obligation shall remain in full force, subject, however, to the following conditions:

1. Whenever the Principal shall be, and shall be declared by the County to be, in default under the Contract, the Surety may promptly remedy the default, or, in the alternative, shall have the option to assume and complete Hanson's Obligations under the Contract in accordance with its terms and conditions, or to obtain another to complete Hanson's Obligations under the Contract, and thereafter the Surety or that other person shall be subrogated to all the rights of the Principal under the Contract.
2. If the County defaults in the performance of any material covenant or condition on its part to be performed under the Contract, the Surety shall be relieved from all liability hereunder.
3. If the Principal and the County agree on any modifications in the terms of the Contract, or in Hanson's Obligations described therein, the Principal shall immediately and prior to the commencement of any action to comply with Hanson's Obligations as may be modified, give notice to the Surety stating the nature and extent of the modification; and the Surety shall have the right in its

absolute discretion to disapprove any modification which would, collectively with other modifications not specifically approved by the Surety, increase the amount of the performance bond required by the Agreement by more than 10 percent.

4. The Surety shall not be liable for the nonperformance of any of the terms of the Contract attributable to fire, riot, strike, the elements or other acts of God, or for any loss or damage resulting therefrom.
5. No right of action shall accrue on this bond to or for the use of any person, firm, or corporation other than the County.
6. No suit, action, or proceeding shall be maintained under this bond unless commenced within two years after the failure of Principal to comply with Hanson's Obligations pursuant to the Contract.
7. Principal may, by mutual agreement with the County, replace the bond with other good and sufficient security for the performance of Hanson's Obligations, and in that event the term "bond" as used in this Agreement shall mean the substituted security.
8. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
9. This bond shall renew automatically and shall not expire without 90 days advance written notice being provided to the County as stated in Condition 21(B) of County Board of Supervisors Resolution number 96-0969, adopted on July 16, 1996, approving Use Permit Number SMP95-089 for Hanson's Master Reclamation Plan Project.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original, have been duly executed by the above Principal and Berkley Regional Insurance Company on May 18, 2011.

PRINCIPAL

Hanson Aggregates Mid-Pacific, Inc.

By: M. F. Roth
M. F. Roth, Vice President

By: Terry A. Marshall
Terry A. Marshall, Secretary (Asst.)

SURETY

Name: Berkley Regional Insurance Company

By: Bridgette S. Jackson
Bridgette S. Jackson, Attorney-In-Fact

By: Alexandra Leal
Alexandra Leal, Witness

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Contra Costa

On September 27, 2011 before me, Patty Sanders, Notary Public

Here Insert Name and Title of the Office

personally appeared Michael F. Roth

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: Patty Sanders

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Exhibit B - Form of Perf. Bond

Document Date: September 6, 2011

Number of Pages: 4

Signer(s) Other Than Named Above: Terry A. Marshall

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael F. Roth

☒ Corporate Officer — Title(s): VP/GM

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Contra Costa

On

November 2, 2011

before me,

Patty Sanders, Notary Public

personally appeared

Terry A. Marshall

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature

Patty Sanders

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Exhibit B-Form of Perf. Bond

Document Date:

September 6, 2011

Number of Pages:

4

Signer(s) Other Than Named Above:

Mike Roth

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Terry A. Marshall

☐ Individual

☒ Corporate Officer — Title(s):

Asst. Sec.

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

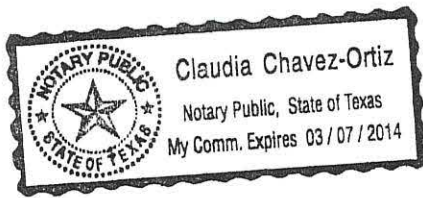
RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

ACKNOWLEDGMENT BY SURETY

STATE OF Texas }
County of Dallas } ss.

On this 18th day of May, 2011, before me personally
appeared Bridgette S. Jackson, known to, me to be the Attorney-in-Fact of
Berkley Regional Insurance Company, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Claudia Chavez-Ortiz
Notary Public in the State of Texas
County of Dallas

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Phil Neighorn, Bridgette S. Jackson, Patty Penning or Claudia Chavez-Ortiz of Marsh USA, Inc. of Dallas, Texas**

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Twenty Five Million and 00/100 Dollars (\$25,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9 day of September, 2009.

Attest:

(Seal)

By

Ira S. Lederman
 Senior Vice President & Secretary

Berkley Regional Insurance Company

By

Robert P. Cole
 Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 9 day of September, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

HELEN KILLEEN
NOTARY PUBLIC
 MY COMMISSION EXPIRES JUNE 30, 2012

Helen Killeen
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 18th day of May, 2011.

(Seal)

Steven Coward
 Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

#0158086

Lehigh Hanson**Commercial Bond Request Form**

Please also see "Bonding Terminology - Commercial Bonds"

Request Date: May 16, 2011

Date Needed (please allow 5 business days):

June 1, 2011

Product Line: (Cement Material) Bldg Products
(REQUIRED) Circle OneAccounting Code:
115224-6330

Plant Code: 115

Plant City, State: Winsor, CA

Requester:

Name: Terry A. Marshall

Street Address: 7673 North Ingram Ave

City, State, Zip: Fresno, CA 93711

Phone: (559) 994-9088

Fax: (559) 274-4591

Email: tmarshall@lehighcement.com

Recipient:

(complete if different from requester)

Name: same

Street Address:

City, State, Zip:

Phone:

Fax:

Email:

1. Type of Bond: Commercial

- ☐ US Customs (1a)
☐ Court Bond (1b)
☐ License and Permit Bond (1c)
☒ Reclamation (1d)
☐ Other

2. Bond Details (Complete all applicable fields)

Bond Amount (2a):

\$1,050,000 (U.S. Dollars, Canadian Dollars or other) please circle one

Bond Effective Date (2b):

June 1, 2011 (depends on agreement signature date)

Termination Date (please note if continuous) (2c):

July 17, 2016

3. Bond Description & Additional Comments: Levee Repair and Security Agreement. The Agreement and resulting bond provides funding to maintain and repair the banks and levees and shoreline facilities between the river and existing terrace pits within 450' of the river for a 20-year period (from initial approval of July 16, 1996) in order to minimize the potential risks from pit capture.

Complete the items below fully and without abbreviations exactly as they should appear on the bond.

4. Principal Name (Name of the Lehigh Hanson business entity - as it should appear on the Bond form)

Hanson Aggregates Mid-Pacific, Inc.

Address	City	State	Zip	Telephone No.
12667 Alcosta Blvd, Suite 400	San Ramon	CA	94593	(559) 994-9088

5. Obligor (Party requiring the Bond - as it should appear on Bond form)

County of Sonoma

Address	City	State	Zip	Telephone No.
2550 Ventura Avenue	Santa Rosa	CA	95403	(707) 565-1900

6. Additional Comments and other Special Instructions:

7. Please make sure to include the following items:

- a. Copy of required bond form - if applicable
b. Copy of underlying permit and/or other documents issued by the government agency or company requiring Lehigh Hanson to post a bond

Please send or email the completed bond request form and all related documents to the following:

Main Contact:

Name: Bridgette Jackson

Email: bridgette.jackson@marsh.com

Phone: (214) 303-8643

Fax: (214) 303-8649

Backup:

Name: Claudia Chavez-Ortiz

Email: claudia.chavez-ortiz@marsh.com

Phone: (214) 303-8544

Fax: (214) 303-8649

Manager:

Name: Phil Neighorn

Email: philip.neighorn@marsh.com

Phone: (214) 303-8334

Fax: (214) 303-8649

EXHIBIT B

Bond No. 0158086

**FORM OF
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Hanson Aggregates Mid-Pacific, Inc., a Delaware corporation (hereafter designated as "**Principal**"), has, by written agreement entitled "Levee Repair and Security Agreement" dated _____ (hereafter designated the "**Agreement**"), agreed with the County of Sonoma, a political subdivision of the State of California (hereafter designated as "**County**") to perform certain inspection, maintenance and repair obligations (referred to in the Agreement as "**Hanson's Obligations**") concerning a particular Levee generally located on 66-290-052 (formerly APN 66-290-01); 66-300-027, 049 and 011; 110-110-015 and 016; and 110-120-020 and 021 (as more particularly defined in the Agreement), which Agreement, and all of the documents attached to or forming a part of that Agreement (hereinafter designated as "**Contract**"), are hereby referred to and incorporated by reference;

NOW THEREFORE, we, the Principal, and Berkley Regional Insurance Company, as Surety, are held and firmly bound unto County in the sum of One Million, Fifty Thousand Dollars (\$1,050,000.00), lawful money of the United States of America for the payment of which sum Principal and Surety hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal promptly and faithfully performs all of Hanson's Obligations pursuant to the covenants and conditions of the Contract on its part, then this obligation shall be void; but otherwise this obligation shall remain in full force, subject, however, to the following conditions:

1. Whenever the Principal shall be, and shall be declared by the County to be, in default under the Contract, the Surety may promptly remedy the default, or, in the alternative, shall have the option to assume and complete Hanson's Obligations under the Contract in accordance with its terms and conditions, or to obtain another to complete Hanson's Obligations under the Contract, and thereafter the Surety or that other person shall be subrogated to all the rights of the Principal under the Contract.
2. If the County defaults in the performance of any material covenant or condition on its part to be performed under the Contract, the Surety shall be relieved from all liability hereunder.
3. If the Principal and the County agree on any modifications in the terms of the Contract, or in Hanson's Obligations described therein, the Principal shall immediately and prior to the commencement of any action to comply with Hanson's Obligations as may be modified, give notice to the Surety stating the nature and extent of the modification; and the Surety shall have the right in its

absolute discretion to disapprove any modification which would, collectively with other modifications not specifically approved by the Surety, increase the amount of the performance bond required by the Agreement by more than 10 percent.

4. The Surety shall not be liable for the nonperformance of any of the terms of the Contract attributable to fire, riot, strike, the elements or other acts of God, or for any loss or damage resulting therefrom.
5. No right of action shall accrue on this bond to or for the use of any person, firm, or corporation other than the County.
6. No suit, action, or proceeding shall be maintained under this bond unless commenced within two years after the failure of Principal to comply with Hanson's Obligations pursuant to the Contract.
7. Principal may, by mutual agreement with the County, replace the bond with other good and sufficient security for the performance of Hanson's Obligations, and in that event the term "bond" as used in this Agreement shall mean the substituted security.
8. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
9. This bond shall renew automatically and shall not expire without 90 days advance written notice being provided to the County as stated in Condition 21(B) of County Board of Supervisors Resolution number 96-0969, adopted on July 16, 1996, approving Use Permit Number SMP95-089 for Hanson's Master Reclamation Plan Project.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original, have been duly executed by the above Principal and Berkley Regional Insurance Company on May 18, 2011.

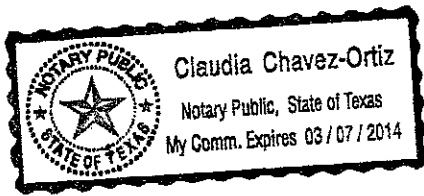
PRINCIPAL Hanson Aggregates Mid-Pacific, Inc.	SURETY Name: Berkley Regional Insurance Company
By: <u>M. F. Roth</u> M. F. Roth, Vice President	By: <u>Bridgette S. Jackson</u> Bridgette S. Jackson, Attorney-In-Fact
By: <u>Terry A. Marshall</u> Terry A. Marshall, Secretary (Asst.)	By: <u>Alexandra Leal</u> Alexandra Leal, Witness

ACKNOWLEDGMENT BY SURETY

STATE OF Texas }
County of Dallas } ss.

On this 18th day of May, 2011, before me personally
appeared Bridgette S. Jackson, known to, me to be the Attorney-in-Fact of
Berkley Regional Insurance Company, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



Claudia Chavez-Ortiz
Notary Public in the State of Texas
County of Dallas

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Phil Neighorn, Bridgette S. Jackson, Patty Penning or Claudia Chavez-Ortiz of Marsh USA, Inc. of Dallas, Texas*

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Twenty Five Million and 00/100 Dollars (\$25,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9 day of September, 2009.

Attest:

Berkley Regional Insurance Company

(Seal)

By

By

Ira S. Lederman
 Senior Vice President & Secretary

Robert P. Cole
 Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 9 day of September, 2009, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

KILEEN KILLEEN
NOTARY PUBLIC
 MY COMMISSION EXPIRES JUNE 30, 2012

Kileen Killeen
 Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 18th day of May, 2011.

(Seal)

Steven Coward
 Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.