

NOTIFICATION OF LANDOWNER (*PRC § 2772(c)(7)*)

SMARA requires that a reclamation plan provide evidence that all owners of a possessory interest in the land have been notified of the proposed use or potential uses after reclamation. The Stevens Creek Quarry Reclamation Plan Amendment proposes that reclamation actions prepare the site to be adaptable to continued use as open space.

I (We) hereby acknowledge the planned mine reclamation for parcels listed below. Further, consent is given to the operator, the State of California, and Santa Clara County or its authorized agents, to access the property for annual inspections and evaluation to achieve the satisfactory completion of the provisions of the reclamation plan approved pursuant to the California Surface Mining and Reclamation Act of 1975, as amended.

Parcel(s): 351-10-017, 351-10-033, 351-10-039, and 351-11-001

Landowner(s):

Hanson Permanente Cement, Incorporated
24001 Stevens Creek Boulevard
Cupertino, CA 95014

LICENSE AGREEMENT

This License Agreement (hereinafter, this “**Agreement**”) is made by and between **Lehigh Southwest Cement Company**, a California corporation (“**Licensor**”) and **Stevens Creek Quarry, Inc.**, a California corporation (“**Licensee**,” and collectively with Licensor, the “**Parties**,” and each individually, a “**Party**”).

RECITALS

A. Licensor and Hanson Permanente Cement, Inc. entered into that certain *Master Agreement Regarding Permanente Cement Plant, Quarry, and Rock Plant*, and that certain *Quarry Mineral Lease Agreement*, each of which was dated July 1, 2008 (the “**HPC Agreements**”).

B. Pursuant to the HPC Agreements, Licensor is the lessee and authorized operator of the real property and improvements located at approximately **12100 Stevens Canyon Road, Cupertino, CA 95014** and consisting of Assessor Parcel Numbers **351-10-017, 351-10-033, 351-10-039, and 351-11-001** in Santa Clara County (the “**Property**”). Within the Property is an open pit mine area commonly referred to as the Permanente Quarry (the “**Quarry**”).

C. An area consisting of approximately nine and one-half (9.5) acres of the Property is subject to Licensee’s continuing mining reclamation obligations pursuant to the *Stevens Creek Quarry Amended Reclamation Plan* adopted in May 2007, and revised in January 2008 (the “**Reclamation Plan**”).

D. Licensor desires to grant to Licensee, and Licensee desires to accept from Licensor, a non-exclusive, limited license for Licensee’s use of that portion of the Property subject to the Reclamation Plan, as more fully described on **Exhibit A** (the “**License Property**”), for the purpose of Licensee’s performance of its obligations under the Reclamation Plan (the “**Permitted Purpose**”).

NOW, THEREFORE, subject to the conditions contained in this Agreement, and for and in consideration of the mutual agreements herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound by this Agreement, hereby agree as follows:

1. **License.** Licensor grants to Licensee the non-exclusive limited license for use of the License Property (the “**License**”).
2. **Term.** The term of the license granted hereby (“**Term**”) shall commence on May 1, 2010 (“**Commencement Date**”) and shall continue thereafter for a period of one hundred sixty-eight (168) months, after which the Term shall automatically terminate on April 30, 2024 (“**Expiration Date**”).
3. **Termination.** Licensor shall at all times have the right to terminate this Agreement, in Licensee’s sole and absolute discretion, upon thirty (30) days’ prior written notice to Licensee.
4. **Nonassignability.** The License is personal to the Licensee. Licensee shall not assign the License to any other person or entity. Any attempted assignment of the License shall be null and void, shall terminate this Agreement and the License, and shall put Licensee in default of this Agreement. Licensee shall not permit any other party, excepting Licensee’s employees and agents, to enter or use the License Property.
5. **Licensee License Fee.**
 - (a) In exchange for Licensor’s grant of the License, the Licensee shall pay to Licensor a license fee in the amount of \$0.00 per month (“**License Fee**”), which shall be payable in advance on the first day of each calendar month throughout the Term. If the Commencement Date occurs on a day other than the first day of a calendar month, the License Fee for the first partial month shall be prorated on a basis of a 30-day month and shall be paid on or before the Commencement Date. [consider whether to add an annual adjustment to License Fee provision] On January 1 of each year during the Term, the License Fee shall increase by Three Percent (3.0%) of the prior year’s License Fee.

(b) Licensee's failure to pay the License Fee promptly when due will cause Licensor to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. If Licensor does not receive any monthly License Fee within ten (10) days after it becomes due, Licensee shall pay Licensor a late charge in an amount equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Licensor will incur by reason of any such late payment. Acceptance of such late charges by Licensor shall in no event constitute a waiver of Licensee's default with respect to such overdue amount, nor prevent Licensor from exercising any of the other rights and remedies granted hereunder.

(c) If Licensee fails to pay within ten (10) days of the date due the License Fee or any other amounts which Licensee is obligated to pay under this Agreement, the unpaid amounts shall bear interest at rate of 18% per annum, not to exceed the maximum rate then allowed by law.

6. **Security Deposit.** Licensee shall deliver to Licensor, on or before the Commencement Date and prior to Licensee's occupancy of any portion of the License Property, a security deposit in the amount of \$0.00 ("Security Deposit") for the performance by Licensee of its obligations hereunder. If Licensee defaults with respect to any provision of the Agreement, Licensor may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any License Fee or any other sum in default, or for the payment of any other amount which Licensor may spend or become obligated to spend by reason of Licensee's default or to compensate Licensor for any other loss or damage which Licensor may suffer by reason of Licensee's default.

7. **Utilities.** Licensee acknowledges that Licensor makes no representation as to availability of utilities at the License Property. Upon prior written approval by Licensor, Licensee may install or extend additional utilities to the License Property. Unless otherwise stipulated in this Agreement, all charges and fees for installation, activation, and use of any utility by Licensee at the License Property, including but not limited to gas, electricity, water, sewer, and telephone, shall be at Licensee's sole cost and expense.

8. **Personal Property Taxes.** Licensee shall pay all taxes and license fees levied, assessed or imposed by reason of Licensee's use of the License Property, and all taxes on Licensee's personal property located on the License Property.

9. **Entity.** Licensee represents and warrants to Licensor that it is a corporation duly organized and validly existing and in good standing under the laws of the State of California., and Licensee is duly qualified to do business and is in good standing in the State of California.

10. **Covenants of Licensee.** Licensee covenants and agrees as follows:

(a) **Use.** Licensee shall only use the License Property and Access Route for the Permitted Purpose. Licensee shall at all times keep the License Property in a neat and clean condition. Licensee shall not, during the Term: (i) commit any waste or suffer any waste to be committed upon the License Property or other portions of the Property; (ii) commit any public or private nuisance; or (iii) burn refuse or other materials in or about the License Property.

(b) **License Applicable to Reclamation Only.** Licensee acknowledges and agrees that the License shall authorize Licensee's use of the License Property for reclamation activities only pursuant to the Reclamation Plan, and shall not authorize Licensee to mine, extract, or otherwise exploit the in-place natural resources at the License Property. Any such resources extracted as a result of Licensee's performance of its obligations under the Reclamation Plan shall at all times remain the property of Licensor, and Licensee shall not remove any such resources from the License Property without the advance written consent of Licensor.

(c) **Permits.** Licensee shall hold all permits and approvals required to operate Licensee's business that is related to the Permitted Purpose, and Licensee represents that all such permits are current and in good standing. Upon request from Licensor, Licensee shall promptly deliver to Licensor copies of all such permits and approvals.

(d) **Conditional/Major Use Permit.** Licensee acknowledges the existence of the Reclamation Plan, as amended, that is applicable to the License Property, as such was prepared for and authorized by the County of Santa Clara, and agrees to conform to all applicable conditions contained therein.

(e) **Compliance with Laws.** Licensee shall comply with all applicable laws, regulations, orders, judgments and decrees applicable to the Licensee's business.

(f) **Continue Representations and Warranties.** Licensee agrees that its representations and warranties in this Agreement shall continue to be true and accurate for all periods during the Term of this Agreement.

(g) **Mechanics' Liens.** Licensee shall not suffer or allow to be enforced against the Property, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's lien arising from, or any claim for damages growing out of the work of any construction, repair, restoration, replacement or improvement, or any other claim or demand against the Property (or any portion thereof) arising out of or related to Licensee's entry upon or use of the License Property. Licensee agrees that it shall promptly pay or cause to be paid, and cause to be removed all of such liens, claims or demands before any action is brought to enforce the same against said Property. Licensee agrees to fully indemnify and hold Licensor and said Property free and harmless from all liability for any and all such liens, liabilities, damages, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith.

(h) **Governmental Claims.** Licensee shall supply to Licensor as promptly as possible, and in any event within five (5) business days after Licensee first receives the same from any governmental agency, with copies of all claims, reports, complaints, notices, warnings, enforcement actions or asserted violations relating in any way to the License Property or Licensee's use thereof.

(i) **Hazardous Materials.**

(1) "Hazardous Materials" as used in this Agreement means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Clean Water Act, as amended, or any other Federal, State or local environmental law, regulation, ordinance, or rule, whether existing as of the Effective Date or subsequently enacted.

(2) Licensee shall not generate, use, discharge, treat, store or transport any Hazardous Materials on, to or from the Property, including without limitation the License Property. Notwithstanding the foregoing, Licensee may transport and store motor oils, fuels, greases, and other materials approved in writing in advance by Licensor but only if such materials are stored in secondary containment.

(j) **Fire Prevention.** Licensee shall be obligated to water the Road prior to entry, and continue to water the Road while Licensee Parties are using the Road, in an amount reasonably sufficient to limit the potential for fire. Licensee and its agents and employees shall not conduct any Hot Work in, on, or near the Road. "Hot Work" means cutting, welding, soldering, grinding, or any other similar activities producing a spark, flame, or heat.]

(k) **MSHA Compliance.** Prior to accessing the License Property or Access Route, all employees and agents of Licensee who intend to access the License Property or Access Route must complete MSHA Site Specific Training with Licensor plant management.]

(l) **Non-Interference.** While using the License pursuant to this Agreement, Licensee shall not unreasonably interfere with Licensor's business or use of the Property.

(m) **Insurance.** Licensee shall obtain prior to the Commencement Date and shall maintain during the Term, at its own expense, the following insurance coverage: (i) commercial general liability insurance with coverage limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate insuring against personal injury, death and property damage, and \$1,000,000 for broad form contractual liability and completed operations; (ii) comprehensive business automobile, truck and vehicle liability insurance covering all owned, hired or non-owned vehicles used in connection with its access hereunder with coverage limits of not less than \$1,000,000 per occurrence; (iii) workers' compensation as required by statute and employers' liability insurance with limits of not less than \$1,000,000 per accident; (iv) environmental insurance applying to its use of the License Property with a minimum combined single limit of at least One Million Dollars (\$1,000,000.00) and shall include broad form contractual liability insurance coverage insuring all of Licensee's environmental indemnity obligations under this Agreement; and (v) Excess or umbrella liability insurance in an amount not less than \$5,000,000, written on an occurrence basis providing coverage limits in excess of the insurance limits required under. Licensor shall be listed as an additional insured on all such insurance policies (except workers compensation). All policies of insurance to be provided for herein by Licensee shall be issued by companies having not less than Best's A rating/Class IX or approved by Licensor in its business judgment. Prior to Licensee's access to the Property, Licensee shall furnish Licensor a certificate from a reputable broker which evidences the kinds of insurance and the limits specified hereunder, provides that such insurance shall not be cancelled except on 30 days' prior written notice to Licensor, and identifies Licensor as an additional insured as to the commercial general and auto liability coverage.

Commented [REM1]: Ana said \$5 - \$10 million for umbrella coverage

(n) **Maintenance and Repairs.** Licensee shall immediately, at Licensee's sole cost and expense, repair any and all damages to the Property caused directly or indirectly by Licensee, or any of its employees, agents, or sublicensees/invitees. Licensee shall maintain the License Property in a condition that is at least as good as when it was received. In addition to its other remedies under this Agreement or available under law or equity, Licensor may, upon Licensee's breach of any provision of this subsection which is not completely cured within three (3) days after Licensor's notice thereof to Licensee, enter onto the License Property and exercise all reasonable self-help remedies to cure that breach and charge Licensee the costs therefor, which Licensee shall pay on demand.

(o) **Alterations.** Licensee shall not make any alterations to the License Property, other than those alterations set forth in the Reclamation Plan, without first obtaining the prior written consent of Licensor, which may be withheld in its sole discretion. All such alterations shall be at Licensee's sole cost and expense.

11. **License Property.** Licensee has inspected the License Property and agrees to maintain the same in said condition. Licensor makes no representation or warranty regarding the condition of the License Property, and Licensor shall not be required to perform any work or furnish any materials in order to prepare the License Property for Licensee's occupancy and use. Licensor makes no representation or warranty of merchantability or fitness for a particular purpose concerning the License Property, including any routes of ingress or egress. Licensee accepts the License Property as-is, where-is, and with all faults as of the Commencement Date.

12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS. LICENSEE ACKNOWLEDGES AND AGREES THAT, WHILE LICENSOR MAY (BUT SHALL NOT BE OBLIGATED TO) PATROL THE PROPERTY, LICENSOR IS NOT PROVIDING ANY SECURITY SERVICES FOR LICENSEE'S BENEFIT WITH RESPECT TO THE PROPERTY, LICENSE PROPERTY, OR ACCESS ROUTE, AND THAT LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR, AND LICENSEE WAIVES ANY CLAIM AGAINST LICENSOR WITH RESPECT TO, ANY LOSS BY THEFT OR ANY OTHER DAMAGE SUFFERED OR INCURRED BY LICENSEE IN CONNECTION WITH ANY UNAUTHORIZED ENTRY INTO THE PROPERTY, THE LICENSE PROPERTY, OR ANY OTHER BREACH OF SECURITY WITH RESPECT TO THE PROPERTY, LICENSE PROPERTY, OR ACCESS ROUTE.

13. Site Relocation. Licensor shall maintain the right to relocate Licensee, at Licensee's expense, to another location reasonably comparable to the License Property, upon thirty (30) days prior written notice to Licensee by Licensor. Nothing herein shall limit Licensor's right to terminate this Agreement pursuant to Section 3 above.

14. Entry by Licensor. Licensor shall be entitled, at all reasonable times and without prior notice, to go on the License Property for any purpose whatsoever, including for the purpose of inspecting the License Property, or for the purpose of inspecting the performance by Licensee of the terms and conditions of this Agreement, or for the purpose of posting and keeping posted thereon notices of non-responsibility for any construction, alteration or repair thereof, as required or permitted by any governmental authority.

15. Relationship of the Parties. The parties intend by the foregoing grant only to afford Licensee certain restricted contractual rights to use the License Property and Access Route as set forth herein, and not to create the relationship of landlord and tenant. This Agreement is not a lease of the License Property or Access Route and shall not be deemed or construed as such. This Agreement shall not be construed to constitute any form of partnership or joint venture between Licensor and Licensee.

16. Damage and Destruction. Licensor shall have no responsibility in the event of any damage to or theft of any equipment or property of Licensee. If the License Property or Access Route is destroyed or damaged by fire or other casualty, (i) the License Fee shall be abated entirely if all or substantially all of the License Property is damaged and rendered entirely un-useable for the Permitted Purpose under the limits set forth in the License, (ii) the License Fee shall be abated proportionately if a portion of the License Property is damaged and rendered un-useable for the Permitted Purpose under the limits set forth in the License, and (iii) the License Fee shall be abated entirely if the Access Route is rendered entirely un-useable to access the License Property, provided however that if the Access Route is rendered un-useable to access the License Property, in Licensor's sole discretion, Licensor may grant Licensee alternative access to the License Property ("Alternative Access"). Such rent abatement shall start from the date of the casualty to the date by which Licensor shall have repaired and restored the License Property or Access Route to substantially the same condition it was in prior to the occurrence of such casualty, or, with respect to the Access Route, Licensor grants Licensee Alternative Access.

17. Condition on Expiration or Termination. Upon the expiration or termination of the Agreement, Licensee shall immediately remove any improvements made to, and any of Licensee's property from, the License Property, and restore the License Property to a condition that is at least as good as when it was received. Licensee shall be obligated to pay Licensor the monthly License Fee until such time as Licensee has satisfied this provision. If Licensee's property is not removed prior to the expiration or termination of the Agreement, such property shall be deemed abandoned to Licensor. Licensee shall be obligated to pay for the cost of Licensor's disposal of such property. Nothing in this provision shall affect Licensor's rights to obtain any further damages for Licensee's breach of this provision.

18. Indemnity. Licensee agrees to indemnify, defend and hold harmless Licensor and its affiliates, and their respective officers, directors, employees, and agents from and against all suits, liabilities, expenses (including attorney's fees and costs), demand, damages (to person or property and including consequential damages), claims, and actions of every kind by reason of: (a) any breach, violation, or nonperformance of any terms or conditions on the part of the Licensee hereunder; (b) use or occupancy of the Property, whether negligent or not or whether proximate or remote, by Licensee, its invitees, or their respective employees or agents whether by expressed or implied invitation of Licensee and their employees and agents; (c) any Hazardous Materials generated, discharged, used, treated, stored, or transported by Licensee, its invitees, or their respective employees or agents, on, to, or from the Property, License Property, and Access Route, and (d) the failure to comply with any Hazardous Materials law by Licensee, its invitees, or their respective employees or agents. Licensee, as a material part of the consideration to Licensor, hereby assumes all risk of damage to or theft of property or injury to persons, in, upon or about the License Property or the Property arising from any cause, and Licensee hereby waives all claims in respect thereof against Licensor. Licensor shall not be liable at any time for any loss, damage or injury to the property or person of any person whomsoever at any time occasioned by or arising out of any act or omission of Licensee, or of anyone holding under Licensee or the use of the License Property or Access Route by or under Licensee, or directly or indirectly from any state or condition of the License Property or any part during the Term, other than arising from

the willful misconduct of Licensor. This Indemnity section shall survive completion, expiration, or termination of this Agreement.

19. Miscellaneous.

(a) Notices. Any notice or other communication required or permitted pursuant to this Agreement shall be in writing, addressed as set forth below, and shall be either (i) personally delivered, (ii) sent by a nationally-recognized overnight delivery service, or (iii) sent by certified or registered mail, postage prepaid, return receipt requested. Notices shall be deemed to occur on the earlier of the date of actual delivery to addressee if delivered personally or by overnight delivery service, or three (3) business days from the date the notice was deposited in the United States mail.

The monthly License Fee and all other sums payable by Licensee to Licensor hereunder shall be paid to Licensor as follows:

Lehigh Hanson, Inc.
ATTN: Mineral Resources
PO Box 660225
Dallas, TX 75266

All other notices, demands or requests from Licensee to Licensor shall be given to Licensor addressed as follows:

Lehigh Southwest Cement Company
ATTN: Keith Krugh
3000 Executive Parkway, Suite 240
San Ramon, CA 94583

All notices, demands or requests from Licensor to Licensee shall be given to Licensee addressed as follows:

Stevens Creek Quarry, Inc.
ATTN: Jason Voss
12100 Stevens Canyon Road
Cupertino, CA 95014-5415
Tel: (408) 253-2512
Fax: (408) 257-4614

Either party may change its address for notice pursuant to this Agreement upon providing written notice to the other party.

(b) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter in this Agreement and supersedes all prior discussions and agreements, written or oral, with respect to such matters.

(c) Bankruptcy. The occurrence of any of the following shall constitute a default by Licensee: Licensee's making a general assignment or general arrangement for the benefit of creditors or initiating or becoming the subject of a case or proceeding under any law, either now in effect or hereafter enacted, relating to bankruptcy, insolvency, reorganization or other debtor relief that is not dismissed within thirty (30) days.

(d) Brokers. Each party represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Agreement, and each party agrees to indemnify, defend, and to hold the other harmless from, any cost, expense or liability for any compensation, commission or charge claimed by any other realtors, brokers or agents claiming by, through or on behalf of it with respect to this Agreement.

(e) Successors in Interest. If the License Property or Property are sold, or the ownership interest is otherwise transferred, the successor-in-interest of Licensor shall be deemed the assignee of all rights arising hereunder, and shall be entitled to enforce the provisions of this License as against Licensee.

(f) Authority. Each of persons signing this Agreement on behalf of the respective parties expressly warrant and represent that he or she has the full and complete authority to execute the Agreement on behalf of that party.

(g) No Waiver. No failure by either Licensor or Licensee to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a default or breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach.

(h) Amendment. No change or modification of this Agreement shall be valid unless the modification is in writing and signed by all of the parties. Each party shall be given written notice of any amendment of any section of this Agreement.

(i) Force Majeure. The obligations of each of the parties under this Agreement (other than the obligations to pay money) shall be temporarily excused if such party is prevented or delayed in performing such obligations by reason of any cause that is beyond its reasonable control and is reasonably unforeseeable, including strikes, lockouts or labor disputes; government restrictions, regulations, controls, action or inaction; civil commotion; pandemics/epidemics, and extraordinary weather, fire or other acts of God.

(j) Choice of Law and Venue. This Agreement shall be governed by, and construed in accordance with the internal laws (as opposed to conflict of law provisions) of the State of California. The parties submit to the jurisdiction and venue of any dispute to the California courts. Each party irrevocably waives any objection to venue.

(k) Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret any of the rights and obligations under this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled. For purposes of this Section, the "Prevailing Party" shall be that Party who, in light of the issues litigated and the court's decision on those issues, was determined by the court to be more successful in the action, but need not be the Party who actually received a judgment.

(l) Dispute Resolution. The Parties agree that it is in their best interest to resolve any dispute without litigation. Therefore, any Party who has a dispute under this Agreement must notify the other Party in writing of the nature of the dispute and the damages which the Party is seeking. Either Party has a right to make reasonable requests for documentation to support the facts which are alleged by a Party. If the Parties cannot resolve the dispute within thirty (30) days of receipt of written notice of the dispute, then the dispute shall be referred to a mutually agreeable mediator for non-binding mediation. If the Parties cannot resolve the dispute during non-binding mediation, then either Party may file a lawsuit.

(m) Headings. The section and subsection headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(n) Counterparts. The parties may execute this Agreement simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Facsimile and electronically scanned signatures shall be sufficient as an original signature.

(o) Drafting of Agreement. This Agreement shall be deemed jointly drafted by all parties, and the provisions of California Civil Code section 1654 shall not apply.

This Agreement is executed on this, the 20th day of May, 2021.

LICENSOR

LEHIGH SOUTHWEST CEMENT COMPANY

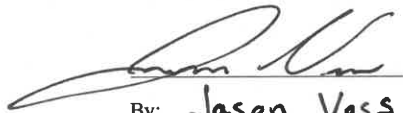


By: Keith A. Krugh

Title: Dir. of Sustainable Manufacturing_

LICENSEE

STEVENS CREEK QUARRY, INC.



By: Jason Voss

Title: Op. Manager

Exhibit A

License Property



Exhibit B

Description of Access Route

Access to the Hanson Permanente Cement, Inc. (HPCI) property sites outlined in heavy black on Exhibit A, will be via the Stevens Creek Quarry Roadways which connect to HPCI property roadways, to which access is also granted under the conditions of this agreement.

