

RECLAMATION AGREEMENT

BEST ROCK MINING SITE, CA Mine ID # 91-56-0010

This Reclamation Agreement ("Agreement") is dated as of the Effective Date (defined below) and entered into by and among Bear Family LLC, a California limited liability company, Ford Rocks LLC, a California limited liability company, and Hummel Family Grimes Canyon LLC, an Arizona limited liability company (collectively, "Property Owners") on the one hand, and the County of Ventura acting through its Resource Management Agency ("County") on the other. The Property Owners are current owners of the Best Rock Site (defined below). Property Owners and the County are collectively referred to as the "parties" and individually as a "party." The purpose of this Agreement is to provide a mechanism to facilitate the reclamation of the Best Rock Site in compliance with the California Surface Mining and Reclamation Act (SMARA) of 1975 ("SMARA") and to settle all present and possible future differences, disputes, claims, debts, assertions, liabilities or obligations arising out of or relating to the reclamation of the Best Rock Site as set forth in this Agreement. As used herein, "Effective Date" means the date on which this Agreement has been fully executed by the parties herein.

RECITALS:

1. In 1975, Conditional Use Permit (CUP) 3451 was granted by the County to authorize surface mining activities at the "Red Rock Quarry," the northern portion of the former Best Rock mining site ("Northern Quarry").
2. In 1985, CUP 4171 was granted by the County to authorize surface mining activities to recover aggregate materials in the southern portion of the former Best Rock mining site ("Southern Quarry" and together with the Northern Quarry, the "Best Rock Site").
3. In 1986, modified CUP 4171-1 was granted by the County to authorize an alternative access road design and the installation of a water pipeline to the Best Rock Site. A Reclamation Plan was approved as part of the granting of CUP 4171-1 ("1986 Reclamation Plan").
4. Both CUP 3451 and CUP 4171-1 (collectively, "Existing CUPs") carried a year 2000 expiration date. Notwithstanding such expiration date, the then current operator of the Best Rock Site, Best Rock Products, Inc. ("Operator"), continued to operate under the Existing CUPs while an application for a modified CUP and amended Reclamation Plan submitted by Operator ("Best Rock Modified CUP Application") was being processed by the County. Operator operated from the Best Rock Site under a lease with the Property Owners.
5. An amended Reclamation Plan was required for the Best Rock Site because the Best Rock Site could no longer be reclaimed in accordance with the 1986

Reclamation Plan included in CUP 4171-1, partly because the Best Rock Site had been excavated by Operator outside the aerial and vertical limits established by CUP 4171-1 and the 1986 Reclamation Plan.

6. On June 20, 2013, the County Planning Commission revoked the Existing Permits (and terminated the Best Rock Modified CUP Application) based on the Operator's failure to prepare an adequate amended reclamation plan to replace the 1986 Reclamation Plan. The County Planning Commission further found that the Operator effectively abandoned the surface mining facility on the Best Rock Site without commencing reclamation pursuant to the requirements of PRC Section 2773.1(b). Therefore, the County Planning Commission directed staff to cause forfeiture of the Operator's Financial Assurance held by the County and State of California to ensure reclamation of the Best Rock Site.
7. On October 29, 2014, at a public hearing, the County Planning Director approved an amended Reclamation Plan (Case No. PL12-0160) ("2014 Reclamation Plan") for the Best Rock Site in accordance with the requirements of SMARA.
8. On July 13, 2017, CUP PL16-0097 was granted. The County has represented that (i) such CUP, among other things, authorized the expansion of the adjacent Grimes Rock mining facility to incorporate the reclamation of approximately 20 acres of the Best Rock Site ("20 Acres") and (ii) reclamation of the 20 Acres will occur as part of the implementation of the Grimes Rock approved reclamation plan under CUP PL 16-0097 and is not a part of the area to be reclaimed pursuant to this Agreement.
9. The balance of funds remaining from the Financial Assurance forfeited by the Operator is currently \$772,496.31 ("Remaining Financial Assurance"), which is insufficient to implement the full scope of the 2014 Reclamation Plan.
10. Section 2773.1(b)(2)(C) of SMARA states that when a site cannot be reclaimed in accordance with its approved reclamation plan, forfeited funds may be used to reclaim or remediate the site "as appropriate for the site conditions." (Pub. Resources Code, § 2773.1(b)(2)(C).) Representatives of the County and the Property Owners therefore collaborated to reach consensus on a revision to the 2014 Reclamation Plan that would accomplish reclamation "appropriate for the site conditions" within the constraints of the Remaining Financial Assurance.
11. The 2023 update to the 2014 Reclamation Plan was made by the County as lead agency as a "minor deviation" to the 2014 Reclamation Plan ("Minor Deviation") and submitted to the California Department of Conservation, Division of Mine Reclamation ("DMR") for review on December 14, 2022. A joint site visit with representatives of the Property Owners, the County, and DMR took place on May 3, 2023. Upon request of DMR, the County resubmitted to DMR the proposed Minor Deviation on May 11, 2023 for review. On June 14, 2023, DMR responded that it had "no comments or concerns regarding the proposal," "agrees that the

remediation plan is acceptable,” and “has no objection to the County using the remaining forfeited financial assurance funds to reclaim the site as proposed under [Public Resources Code section] 2773.1(b)(2)(C).”

12. The current approved reclamation plan is comprised of the 2014 Reclamation Plan, as adjusted by the 2023 Minor Deviation, and shall be referred to as the “Adjusted 2014 Approved Reclamation Plan.” The plans constituting the Adjusted 2014 Approved Reclamation Plan are attached hereto as **Exhibit A**.
13. The County and the Property Owners hereby enter into this Agreement to facilitate the reclamation of the Best Rock Site in accordance with the Adjusted 2014 Approved Reclamation Plan, and to fully and finally resolve and settle any and all potential claims, causes of actions and disputes between the parties relating to reclamation of the Best Rock Site.

AGREEMENT

Now, therefore, in consideration of the recitals, warranties, promises, and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

14. The Property Owners shall enter into a contract (“Construction Contract”) with JT Kruer General Engineering Construction Inc. or such other licensed contractor as may be selected by the Property Owners in their good-faith discretion (“Approved Contractor”) to complete the reclamation work set forth in the Adjusted 2014 Approved Reclamation Plan (“Reclamation Work”). The Reclamation Work shall be the Property Owners’ sole responsibility and completed at the Property Owners’ expense, subject, however, to the County’s obligation to disburse the Remaining Financial Assurance pursuant to the terms and conditions of this Agreement. The parties acknowledge and agree that the County is exercising no control over the Reclamation Work and accordingly, the County shall have no right to supervise, disapprove, or interfere with the performance, or otherwise change the scope of, the Reclamation Work.
15. The County shall disburse the Remaining Financial Assurance in multiple disbursements to the Property Owners (or, at the sole election of the Property Owners, directly to the Approved Contractor), up to an aggregate amount not to exceed the Remaining Financial Assurance (i.e., \$772,496.31), to pay for costs incurred by Approved Contractor in completing the Reclamation Work. Payments shall be made within fifteen (15) business days after County’s receipt of each Reclamation Invoice (defined below) presented to the County for completed work except for an initial payment to be made by County to Approved Contractor upon execution of the Construction Contract and Approved Contractor’s provision of proof of insurance to fund costs relating to Approved Contractor’s initial mobilization of resources, and except for payment of the final Reclamation Invoice which will proceed as set forth in Paragraph 17 below.

Payment of the Remaining Financial Assurance shall be made pursuant to the following schedule:

Milestone	Reclamation Activity	Percentage of Remaining Financial Assurance to be disbursed to Property Owners and/or Approved Contractor
1	Full execution of the Construction Contract for Reclamation Work after County's receipt of Approved Contractor's proof of insurance; initial mobilization of workers, equipment and materials	[10%] (Payable upon Construction Contract execution and County's receipt of Approved Contractor's proof of insurance)
2	Construction water and distribution (dust control) and site preparation, clear and grub	[5%]
3	50% completion of mass excavation (including sediment basin and spillway) and energy dissipater for spillways	[20%]
4	100% completion of mass excavation (including sediment basin and spillway) and energy dissipater for spillways	[20%]
5	Finish grade to drain and implementation of non-irrigated hydro-mulch and seed	[10%]
6	Miscellaneous erosion control, including silt fence at run-off discharge areas, gravel bags and stabilized construction entrance	[10%]
7	Final inspection and written confirmation of approval by the County of the substantial completion of all Reclamation Work in accordance with the Adjusted 2014 Approved Reclamation Plan	[20%]

16. For purposes of disbursement of the Remaining Financial Assurance, "Reclamation Invoice" collectively means (i) written notice from the Property Owners and/or Approved Contractor confirming completion of the applicable Milestone and requesting disbursement of the applicable portion of the Remaining Financial Assurance, and (ii) an invoice from Approved Contractor setting forth the requested disbursement amount. To the extent feasible, representative photographs demonstrating completion of the relevant work for each milestone shall be provided by Approved Contractor, provided that any failure to deliver such photographs shall not provide a basis for withholding

payment for that milestone. Delivery of the Reclamation Invoices shall constitute a representation by the Property Owners to the County that the Milestone for which the Property Owners seek disbursement of the Remaining Financial Assurance has been completed by the Approved Contractor in accordance with the Construction Contract.

17. Upon completion of Milestones 1 through 6 of the above schedule and submittal of the final Reclamation Invoice to the County, the Property Owners shall coordinate an inspection of the Best Rock Site with the County ("Final Inspection") during which the County will examine, and will confirm by written notice delivered to the Property Owners or their representatives ("Final Inspection Notice") within five (5) business days after such inspection, whether or not in its good-faith, reasonable discretion, the Reclamation Work described in the Adjusted 2014 Approved Reclamation Plan has been substantially completed ("Final Approval"). If the County fails to deliver the Final Inspection Notice to the Property Owners within the above 5 business-day period, the County shall be deemed to have given the Final Approval. Property Owners and the County shall use good-faith, reasonable efforts to schedule the Final Inspection no later than fourteen (14) days following delivery of the final Reclamation Invoice to the County, provided that in no event shall the Final Inspection occur later than twenty-one (21) days following delivery of the final Reclamation Invoice. Payment of the final Reclamation Invoice shall thereafter occur within fifteen (15) business days after Final Approval. Upon payment of the final Reclamation Invoice after Final Approval or deemed Final Approval by the County, the Property Owners shall have no further responsibility, including any responsibility or obligations with regard to any Claims (defined below) or liabilities, relating to the reclamation of the Best Rock Site (inclusive of the 20 Acres) and the Property Owners shall be fully released from, and the County shall waive all Claims against the Property Owners (and the Property Owners shall waive all claims against the County) relating to the same as further provided in Sections 19, 20 and 21 below. To the extent practicable, Property Owners shall cause all warranties and indemnities under the Construction Contract to be assigned to the County such that the County shall be a joint beneficiary and indemnitee with the Property Owners under any such warranties and indemnities.
18. Property Owners shall ensure that their Approved Contractor, at its sole cost and expense, will obtain and maintain in full force during the performance of the Reclamation Work insurance as follows:
 - a. General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) for bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, and broad form blanket contractual.

- b. All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Approved Contractor's insurance coverage and will not contribute to it.
 - c. County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
 - d. The County is to be named as Additional Insured as respects to work done by Approved Contractor and its subcontractors under the terms of this Agreement for General Liability insurance.
 - e. If the coverage is written on a claims-made basis rather than occurrence basis, any retroactive date applicable to coverage under the policy shall be no later than the policy inception date, and continuous coverage shall be maintained or an extended discovery period must exist for a period of at least three (3) years beginning from the date of Final Approval by the County.
 - f. Approved Contractor agrees to waive all rights of subrogation against the County, its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Approved Contractor or its subcontractors under the terms of this Agreement.
 - g. Policies will not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to the County of Ventura, Risk Management Division.
 - h. Approved Contractor agrees to provide County with the following insurance documents on or before entry onto the Best Rock Site by Approved Contractor for the purpose of commencing the Reclamation Work, and no funds shall be disbursed by County until such documents are provided to County:
 - i. Certificate of Insurance for the required coverage.
 - ii. Additional Insured endorsement for General Liability insurance.
19. Except to the extent caused by the negligence or willful misconduct of the County, Property Owners hereby agree to indemnify, defend and hold the County harmless from and against any and all claims, demands, liabilities, debts, obligations, causes of action, damages, losses and reasonable attorneys' fees (collectively, "Claims") to the extent directly resulting from (i) the failure of Approved Contractor to complete the Reclamation Work in breach of this Agreement, (ii) Claims made by Approved Contractor against the County seeking compensation or damages from the County related to or arising from the

performance by Approved Contractor of the Reclamation Work, (iii) any third party personal injury claims relating to incidents occurring on the Best Rock Site and (iv) any breach of this Agreement by the Property Owners. Notwithstanding the foregoing, the indemnity obligations of the Property Owners set forth in clause (iii) above shall be expressly limited and capped to the extent of any insurance maintained by Property Owners for the Best Rock Site. In connection with the foregoing, the Property Owners shall maintain a policy of commercial general liability insurance for the Best Rock Site with coverage in the minimum amount of \$1,000,000 combined single limit (CSL) for bodily injury and property damage each occurrence and \$2,000,000 aggregate for a period of twenty-four (24) months following completion of the Reclamation Work ("CGL Policy") and shall provide the County with evidence of such CGL Policy on or before completion of the Reclamation Work. In addition, Property Owners agree and understand that they have not relied upon any advice from the County, or its officers, employees, attorneys, agents or representatives, as to the taxability, whether pursuant to federal, state or local statutes or regulations, or otherwise, of the disbursements of the Remaining Financial Assurance made under this Agreement and that Property Owners are solely liable for any tax obligations, if any, arising from the payment made and consideration transferred under this Agreement.

20. Except to the extent caused by the negligence or willful misconduct of the Property Owners, the County hereby agrees to indemnify, defend and hold the Property Owners harmless from and against any and all Claims to the extent directly resulting from any breach of this Agreement by the County.
21. Effective as of Final Approval, Property Owners, on behalf of themselves, their successors and assigns, hereby expressly waive and fully release and discharge the County and its supervisors, officers, employees, agents, assigns, representatives, administrators and attorneys (collectively, "County Releasees") from any and all Claims, whether known or unknown, foreseen or unforeseen, that Property Owners have, or may have, against the County Releasees from the beginning of time through the date of execution of this Agreement, including, but not limited to, Claims in any way relating to or otherwise arising out of the matters described in this Agreement, provided that the foregoing release and waiver shall not release the County from any obligations under this Agreement or any liability resulting from the County's failure to perform any obligation under this Agreement, including, but not limited to, County's failure to disburse the Remaining Financial Assurance as and when required under this Agreement.
22. Effective as of Final Approval, County, on behalf of itself and its successors and assigns, hereby expressly waives and fully releases and discharges the Property Owners and their employees, agents, successors, assigns, past, present and future owners of the Best Rock Site, representatives, members, managers, officers, trustees, administrators, lenders and attorneys (collectively, "Property Owner Releasees") from any and all Claims, whether known or unknown,

foreseen or unforeseen, that County has, or may have, against the Property Owner Releasees from the beginning of time through the date of execution of this Agreement including, but not limited to, Claims in any way relating to or otherwise arising out of (i) the matters described in this Agreement, provided that the foregoing release and waiver shall not release the Property Owners from any obligations under this Agreement or any liability resulting from the Property Owners' failure to perform any obligation under this Agreement, and (ii) any reclamation work or obligations in any way relating to the Best Rock Site, including, but not limited to any past, present or future obligations and liabilities under SMARA.

23. The parties acknowledge and agree that their mutual releases contained in this Agreement apply to all Claims for injuries, damages, losses or other asserted rights, including, without limitation, those arising from or in any way connected with or relating to reclamation of the Best Rock Site and Property Owners' subject real property that the parties may have against the County Releasees and the Property Owner Releasees, respectively, including, but not limited to, those that may exist but which a party does not know exist and which, if known, would materially affect a party's decision to execute this Agreement. As to such Claims and by initialing below, the parties expressly waive all rights they may have under section 1542 of the California Civil Code or similar provisions of federal law or any state, statutory, or common law, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

County Initials



Property Owners Initials

24. Each party warrants and represents that in executing this Agreement, the party has relied upon legal advice from the attorneys of the party's choice; that the terms of this Agreement have been read and their consequences (including risks, complications and costs) completely explained to the party by those attorneys; and that the party fully understands the terms of this Agreement. Each party further acknowledges and represents that the party has executed this Agreement freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this Agreement.
25. Each party shall pay its own fees, costs and expenses incurred in connection with this Agreement and the enforcement thereof, including the fees, costs and expenses of their financial advisors, accountants and attorneys. Notwithstanding the foregoing, should any of the parties institute an action or proceeding to

foreseen or unforeseen, that County has, or may have, against the Property Owner Releasees from the beginning of time through the date of execution of this Agreement including, but not limited to, Claims in any way relating to or otherwise arising out of (i) the matters described in this Agreement, provided that the foregoing release and waiver shall not release the Property Owners from any obligations under this Agreement or any liability resulting from the Property Owners' failure to perform any obligation under this Agreement, and (ii) any reclamation work or obligations in any way relating to the Best Rock Site, including, but not limited to any past, present or future obligations and liabilities under SMARA.

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County Initials

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Property Owners Initials

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enforce any term or provision of the Agreement, or for any damage by reason of any alleged breach of any term or provision of this Agreement, or for a declaration of any right or obligation hereunder, or to satisfy any term or provision hereof, or for any other judicial remedy pertaining in any way hereto, the parties hereby acknowledge and agree that the prevailing party shall be entitled to reimbursement by the losing party of all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees.

26. Property Owners and County each hereby warrants and represents to the other that they have not assigned or transferred, or purported to assign or transfer, voluntarily, involuntarily or by operation of law, any legal right subject to this Agreement, or any part or portion thereof, to any person or entity not a party to this Agreement.
27. This Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter hereof and fully supersedes and replaces any and all prior negotiations and agreements of any kind or nature, whether written or oral. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
28. This Agreement and all of the rights and obligations hereunder shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.
29. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not a part of this Agreement.
30. This Agreement is entered into pursuant to the laws of the State of California, and shall be construed and interpreted in accordance therewith. Any action or proceeding relating to or arising out of this Agreement shall be brought only in a court of competent jurisdiction located in Ventura County, California.
31. Each of the individuals signing on behalf of the County and the Property Owners represents and warrants to the other party that each has the requisite power and authority to enter into this Agreement and to consummate each of the transactions contemplated hereby. Any individual signing this Agreement individually or on behalf of a trust or other entity, represents and warrants that such individual has full power and authority to do so and has obtained all necessary approvals to execute and/or cause such trust or other entity to carry out the terms of this Agreement.

32. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed signature pages to this Agreement may be delivered via facsimile or as a .pdf in electronic mail, and such delivery shall be fully effective as if the original had been delivered. Electronic signatures complying with the U.S. Federal E-SIGN Act of 2000 (e.g., www.docusign.com) may be used in place and stead of original signatures with the same force and effect as originals.

[SIGNATURES ON FOLLOWING PAGE]

The parties have caused this Agreement to be duly executed by their respective duly authorized representatives as of the dates set forth below.

PROPERTY OWNER(S)

COUNTY

BEAR FAMILY LLC,
a California limited liability company

X By: *Angela Bear*
Name: _____
Title: _____

Dave Ward, Director
Planning Division

Date: _____, 2024

Date: JUNE 4, 2024

FORD ROCKS LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____, 2024

HUMMEL FAMILY GRIMES CANYON
LLC, an Arizona limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 2024

Exhibits:

Exhibit A: Adjusted 2014 Approved Amended Reclamation Plan

The parties have caused this Agreement to be duly executed by their respective duly authorized representatives as of the dates set forth below.

PROPERTY OWNER(S)

COUNTY

BEAR FAMILY LLC,
a California limited liability company

By: _____

Name: _____

Title: _____

Date: _____, 2024

Dave Ward, Director
Planning Division

Date: _____, 2024

FORD ROCKS LLC,
a California limited liability company

By: Carol Ann McMullin

Name: Carol Ann McMullin

Title: member

By: _____

Name: _____

Title: _____

Date: JUNE 4, 2024

HUMMEL FAMILY GRIMES CANYON
LLC, an Arizona limited liability company

By: _____

Name: _____

Title: _____

Date: _____, 2024

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PROPERTY OWNER(S)

COUNTY

BEAR FAMILY LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 2024

Dave Ward, Director
Planning Division

Date: _____, 2024

FORD ROCKS LLC,
a California limited liability company

By: Julie Alweheiby
Name: Julie Alweheiby
Title: Trustee, Harrington Family Trust

By: _____
Name: _____
Title: _____

Date: June 1, 2024

HUMMEL FAMILY GRIMES CANYON
LLC, an Arizona limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 2024

Exhibits:

Exhibit A: Adjusted 2014 Approved Amended Reclamation Plan

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COUNTY

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a California limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 2024

Dave Ward, Director
Planning Division

Date: _____, 2024

FORD ROCKS LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____, 2024

HUMMEL FAMILY GRIMES CANYON
LLC, an Arizona limited liability company

By: Charlene Casserley
Name: CHARLENE CASSELEY
Title: Trustee of glacier Park Trust, WA dated Dec 31, 2021,
Date: May 17, 2024 it's managing member

Exhibits:

Exhibit A: Adjusted 2014 Approved Amended Reclamation Plan

EXHIBIT A

ADJUSTED 2014 APPROVED AMENDED RECLAMATION PLAN

[SEE ATTACHED]