

AGREEMENT BETWEEN ZONE 7 OF THE  
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AND  
RMC LONESTAR, A GENERAL PARTNERSHIP

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of MARCH, 1988, by and between ZONE 7 OF THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (hereinafter referred to as "ZONE 7") and RMC LONESTAR, a general partnership, comprising California Ready Mix, Inc., a Delaware corporation; New York Trap Rock Corporation, a Delaware corporation; and Lone Star California, Inc., a Delaware corporation, (hereinafter referred to as "LONESTAR").

In consideration of the mutual promises and covenants herein contained, the parties agree as follows:

Section I. Definitions and Recitals

A. As used in this Agreement, the following terms shall have the following meanings:

- (1) "Valley" means the Livermore-Amador Valley of Alameda County, California.
- (2) "Specific Plan" means the Specific Plan for Livermore-Amador Valley Quarry Area Reclamation adopted by the Board of Supervisors of Alameda County on November 5, 1981, as said Plan may be amended from time to time by the Board of Supervisors.
- (3) "Lake A," "Lake B," and "Lake C" mean those water areas so designated on the Specific Plan.
- (4) "LONESTAR Properties" means the real property now or hereafter under the management and control of LONESTAR, by virtue of fee

ownership or lease, that is subject to the Specific Plan. The LONESTAR Properties as of the date hereof are described on Exhibit "A" attached hereto and incorporated by this reference.

(5) "Water Management and related purposes" shall mean any and all actions to accomplish flood control and water conservation purposes including but not limited to the capture of surface runoff waters that otherwise would flow from the Valley under ZONE 7 water rights permits and diversion of other waters into said lakes for replacing the loss of water through evaporation, mitigating the concentration of salts in the water due to evaporation, and recharging the groundwater basin for beneficial uses within the Valley.

B. Certain of the facts and circumstances surrounding this Agreement are as follows:

(1) Under permits issued by the County of Alameda, State of California, for the mining of sand and gravel from lands owned or leased by LONESTAR located in the Valley, LONESTAR is required to obtain and has obtained from said County an approved mine reclamation plan for its mining areas.

(2) The Specific Plan contemplates, among other things, the creation of a "chain of lakes" in the course of sand and gravel mining by LONESTAR and other sand and gravel producers.

(3) It is contemplated that the chain of lakes system to be created pursuant to the Specific Plan will provide a surface water storage and conveyance facility for mitigating the effects of mining on the water resources and will ultimately be granted to and operated by ZONE 7 as a part of ZONE 7's water resource management system under its authority contained in the Alameda County Flood Control and Water Conservation District Act.

(4) LONESTAR and ZONE 7 believe that by entering into and implementing this Agreement the three objectives set forth in Section II of this Agreement can be achieved to the mutual benefit of LONESTAR, ZONE 7 and the people within the Valley.

Section II. Objectives. The objectives that the parties intend to be achieved by this Agreement are as follows:

A. To preserve ZONE 7's ability to maintain water quality and quantity within the groundwater basin of the Valley from which water is and will be withdrawn for municipal and other beneficial uses; and

B. To provide manageable groundwater levels within LONESTAR's mining area in the Valley that will permit reasonable, economic mining of sand and gravel from LONESTAR's owned and leased reserves without major alteration to LONESTAR's current mining methods; and

C. To provide a water management tool through creation of a chain of lakes, as set forth in the Specific Plan, that will be granted to ZONE 7 and will enhance ZONE 7's ability to manage the water resources of the Valley.

Section III. Improvement Obligations of LONESTAR. LONESTAR shall complete that portion of the Specific Plan which lies within the properties now or hereafter under the fee ownership or leasehold control of LONESTAR. LONESTAR's obligations under Section III and IV are intended to be the same as its obligations under the Specific Plan and nothing in those sections shall be interpreted or enforced so as to expand LONESTAR's obligations beyond those set forth in the Specific Plan. In that connection:

A. LONESTAR shall conduct its sand and gravel mining operations in such a manner as to create, at no cost to ZONE 7, Lakes A and B and that portion of Lake C which is within the boundaries of LONESTAR properties, the appurtenant levees and conduits, a diversion structure from Lake A into Lake C, and a conduit structure from Lake B to Lake C, all as shown on the Specific Plan;

B. The conduit to transfer water from Lake B to Lake C will be 30-inch inside diameter and will be equipped with the appurtenances necessary for controlling the transfer of water from one lake to the other;

C. The diversion structure from the Arroyo Del Valle (Lake A) into Lake C shall have a capacity of diverting the first 500 cubic feet per second of water into Lake C; provided, however, that LONESTAR shall increase the capacity of such structure at the written request of ZONE 7, if that request is given prior to LONESTAR's commencement of construction thereof, and in the event of such request for increased capacity, ZONE 7 shall bear any and all increased costs associated with such increase in capacity;

D. LONESTAR understands that most, if not all, of the land on which Lake C is to be made is owned by Pleasanton Gravel Company (PGC). Therefore, a portion of the conduit and diversion structure defined in Section III (B) and (C) above may be located on PGC land. LONESTAR shall cooperate with and coordinate with PGC to ensure to the best of its ability that the facility will be completed as a whole unit. As a condition precedent to LONESTAR's obligation as to Lake C, PGC and LONESTAR shall enter into a binding written agreement allowing LONESTAR (i) to enter upon the Lake C property to fulfill its obligations hereunder, and (ii) requiring PGC to pay to LONESTAR one-half the costs reasonably incurred in the construction of the conduit from Lake B to Lake C.

Section IV. Plans and Specifications. LONESTAR has retained qualified engineers registered by the State of California for the design and preparation of plans and specifications for the construction of the levees, lakes, conduits and diversion structures described in Section III to ensure the stability and integrity thereof. Said plans and specifications have been developed in consultation with ZONE 7 and completed plans and specifications as approved by ZONE 7 are therefore made a part of the agreement by reference and marked as Exhibit B. Since construction of the work shown in the plans and specifications will not take place for a number of years, modifications to the plans and specifications may be required. LONESTAR shall be responsible for the appropriate modifications, and the revised plans and specifications shall be submitted to ZONE 7 for review and approval prior to construction. Such approval shall not be unreasonably withheld. In connection with any such modifications, the parties shall substantially maintain the same anticipated costs for LONESTAR as existed prior to such modifications.

LONESTAR shall, during construction, provide ZONE 7 with periodic inspection reports of the construction activities to demonstrate that the work is being performed in accordance with the approved plans and specifications. ZONE 7 may from time to time observe construction activities to ensure general conformance with the approved plans and specifications. LONESTAR will reimburse ZONE 7 for actual reasonable costs incurred for inspection of the facilities. Upon completion of construction, LONESTAR shall provide ZONE 7 with a set of reproducible "as-built" plans.

Section V. Guarantees by LONESTAR.

A. LONESTAR shall notify ZONE 7 in writing when construction of the lakes and levees is completed ("the lake and levee completion date"). ZONE 7 shall notify LONESTAR, in writing, within a reasonable time, but not longer than two (2) months after the date of LONESTAR's notification to ZONE 7 of the completion date, of its acceptance of that date, or the reason for its reasonable rejection of such date.

B. LONESTAR shall guarantee the performance of the lakes and levees as constructed for a period of five (5) years after the lake and levee completion date. Between the lake and levee completion date and the lake and levee acceptance date as described in Section VI, below, LONESTAR will maintain the lakes and levees in a sound and acceptable condition. LONESTAR's obligations with respect to the lakes and levees shall expire either on the lake and levee acceptance date, or five (5) years after the lake and levee completion date, whichever is later.

C. LONESTAR shall notify ZONE 7 in writing when construction of the conduits (as describe in Section III) is completed ("the conduit completion date"); ZONE 7 shall notify LONESTAR, in writing, within a reasonable time, but not longer than two (2) months after the date of LONESTAR's notification to ZONE 7 of the conduit completion date, of its acceptance of that date, or the reason for its reasonable rejection of that date.

D. LONESTAR shall notify ZONE 7 in writing, when construction of the diversion structure is completed ("the diversion structure completion date"). ZONE 7 shall notify LONESTAR, in writing, within a reasonable time, but not longer than two (2) months after the date of LONESTAR's notification to ZONE 7 of the diversion structure completion date, of its acceptance of that date, or the reason for its reasonable rejection of that date.

E. LONESTAR shall guarantee the performance of the (1) conduits and the (2) diversion structure, as constructed, each for a period of two (2) years after the conduit completion date or the diversion structure completion date, whichever is applicable. Between the respective completion dates and the acceptance dates, LONESTAR shall maintain the conduits and diversion structure in a sound and acceptable condition. LONESTAR's obligations with respect to the conduit and the diversion structure shall expire, either at the end of the two (2) years guarantee period, or if grant should occur after more than one (1) year after the completion date, one year after the acceptance date.

Section VI. Grants.

A. Upon completion of the improvements discussed in Section III, LONESTAR shall offer to grant to ZONE 7 the real property containing all areas of the lakes, levees, conduits and diversion structures described in Section III, plus a perimeter strip hereafter described. The perimeter strip shall be at least 25 feet wide, except where the LONESTAR properties abut those of Pleasanton Gravel Company where it shall be 12.5 feet wide. The boundaries of the lands to be granted hereunder and the perimeter strips are as shown on Exhibit A. LONESTAR shall fence the boundaries of the lands so granted to the standards required by the applicable, approved reclamation plan.

LONESTAR shall deliver the proposed grant deed(s) required hereunder to ZONE 7 for its approval. ZONE 7 shall, no later than two (2) months after such delivery, notify LONESTAR in writing of its acceptance of the legal description of the proposed deed(s) or of any reasonable objections thereto. The date of notice of acceptance by ZONE 7 shall be "the acceptance date."

If desired and mutually agreed to by ZONE 7 and LONESTAR, LONESTAR may earlier grant to ZONE 7 portions of the real property containing the lakes, levees, conduits and diversion structure. Upon the acceptance of any such grant, the relevant time periods described in Section V above shall commence as to the property so conveyed.

The grant shall specifically provide that in the event ZONE 7 ceases to use the property or portions of the property for water management and related purposes within the first 25 years after the acceptance date, the title held by ZONE 7 of such unused portions shall revert to LONESTAR.

B. After acceptance by ZONE 7 of the granted lands provided for in Section VI (A) above, ZONE 7 shall, upon written request within five (5) years after the acceptance date, grant to LONESTAR, without cost, appropriate use licenses or easements on said lands for uses which will not create unreasonable interference with ZONE 7's water management goals and objectives. Appropriate uses may include drainage of natural surface runoff water from any real properties retained by LONESTAR.

C. All grants under this Section VI shall reserve to LONESTAR all oil, gas, hydrocarbon and mineral (including rock, sand and gravel) rights; provided, however, that LONESTAR's exercise of such rights will not create unreasonable interference with ZONE 7's water management goals and objectives.

D. Determination of "unreasonable interference" shall be within ZONE 7's discretion. Provided however that if LONESTAR is able to mitigate such interferences at its own costs, then ZONE 7 will accept such proposal.

Section VII. Monitoring. So long as LONESTAR is permitted to operate the quarries which are the subject of this Agreement, LONESTAR shall cooperate with ZONE 7 in a monitoring program to determine the effects of LONESTAR's mining on the quality and quantity of groundwater in the Valley.



Section VIII. Control of Groundwater Level. In order to achieve the objectives stated in Section II of this Agreement:

A. ZONE 7 has ceased the release and recharge of imported State Water Project Entitlement Water into the Valley groundwater basin. ZONE 7 has further modified its recharge program by utilizing a major portion, if not all, of its stored local conservation water through its water treatment plants instead of recharging same. ZONE 7 will continue to do so until such time as it is determined by ZONE 7 that its ability to maintain water quality and quantity within the groundwater basin as stated in Section II is impaired.

B. LONESTAR shall take reasonable measures and actions to repercolate, store and reuse waters produced by virtue of its sand and gravel extraction and processing operations.

C. LONESTAR may, in compliance with other applicable laws and regulations, discharge excess groundwater from its sand and gravel extraction and processing operations, even though such water may subsequently flow out of the Valley. The monthly quantities of such water flowing out of the Valley shall be determined by ZONE 7 and agreed to by LONESTAR. LONESTAR shall reimburse ZONE 7 for such quantities of water as provided in Section IX (B) below. LONESTAR, at its expense shall promptly obtain, install, operate and maintain necessary meters for measuring all discharges into streams, and records of same shall be submitted to ZONE 7. Any meters and their installation shall be subject to the approval of ZONE 7.

Section IX. Payments by LONESTAR.

A. In consideration of this agreement LONESTAR will pay ZONE 7 the amount of Thirty-three Thousand One Hundred One and 00/100 Dollars (\$33,101.00). Payment will be made upon execution of this agreement.

B: Commencing as of January 1, 1987, LONESTAR shall pay ZONE 7 for water thereafter discharged by LONESTAR pursuant to Section VIII.C a sum equal to the product of the volume of such water in acre-feet times 1.1 times the then effective per acre-foot variable operation, maintenance, power and replacement cost component of ZONE 7's annual statement of charges from the California Department of Water Resources which in 1987 is \$12.767 per acre-foot. Payments shall be made on a monthly basis.

LONESTAR may discharge water out of the Valley without payments to ZONE 7 as provided herein during periods when the groundwater elevation at the ZONE 7 key well in the vicinity of the Alameda County Fairgrounds in Pleasanton, California, is above 300 feet mean sea level (National Geodetic Vertical Datum of 1929) as determined by ZONE 7 or when the groundwater elevation at the ZONE 7 key well known as the "Hagemann Well" is above 310 feet mean sea level (NGVD) as determined by ZONE 7. In addition, in the event LONE STAR's mining area is flooded as a result of excess uncontrollable offsite runoff water, LONESTAR may remove such water from its mining area by returning it back to the drainageway, and such water so discharged shall not be subject to payment to ZONE 7, provided that LONESTAR documents the occurrence, promptly notifies ZONE 7 of said occurrence and supplies ZONE 7 the necessary data in order for ZONE 7 to determine the amount of such water to be excluded from payment.

Section X. Successors; Recording. The parties to the Agreement recognize that LONESTAR may in the future subdivide the LONESTAR Properties and may transfer title to all or portions of the LONESTAR Properties to others. Accordingly, LONESTAR agrees that this Agreement is binding upon LONESTAR and upon each and all of its successors in interest to any and all portions of the LONESTAR Properties that are to be granted to ZONE 7. Where appropriate, the term "LONESTAR" as used herein includes such successors. A memorandum of this Agreement shall be recorded so that all subsequent persons having an interest of any nature in any portions of LONESTAR's property within the area of the Specific Plan will have notice of this agreement. The obligations of LONESTAR, including each and all of its successors in interest to any portion of the LONESTAR Properties that are to be granted to ZONE 7, are several and only the person or entity owning that portion of the specific land upon which the property is to be granted shall be obligated to perform the obligations herein undertaken by LONESTAR with respect to that particular portion of the LONESTAR Properties. LONESTAR, its successors and assigns, shall notify ZONE 7 of any conveyance to any successor.

Section XI. Indemnity. Each party agrees to indemnify and hold and save the other party harmless from any and all claims, expenses, and damages whatsoever, including, but not limited to, third party claims for personal injury or property damage, arising out of any actions or omissions of the indemnifying party, its employees, officers, agents or representatives, pursuant to or in any way connected with this Agreement:

Section XII. Insurance. At all times during the mining period and while LONESTAR is making active use of any granted property pursuant to the reservation provided for in said Sections, LONESTAR shall maintain in full force and effect, at its sole cost, policies of insurance with at least the following coverages:

- A. Workers Compensation - statutory limits.
- B. Automobile Liability Insurance with limits of not less than \$5,000,000 per person and \$5,000,000 per occurrence for bodily injury and property damage.
- C. Comprehensive General Liability Insurance with the following limits: \$5,000,000 each occurrence for bodily injury and \$5,000,000 each occurrence for property damage.

LONESTAR shall provide ZONE 7 with certificates evidencing the required coverages, which certificates shall contain a provision that the policies will not be canceled or amended without at least thirty (30) days written notice to ZONE 7.

The minimum insurance limits listed above shall be adjusted January 1, 1992, and every five (5) years thereafter based on any increase in the Consumer Price Index for the San Francisco Bay Area using January 1, 1988 as the base number, or such other, comparable index as may be in effect at the time of the preceding five (5) year period, or as may otherwise be agreed between the parties.

LONESTAR shall have the right but not the obligation to self insure for any of the risks listed in subparagraphs A, B and C above or any part thereof, subject only to the consent of ZONE 7, which consent shall not be

unreasonably withheld. In the event LONESTAR decides to exercise this right for self insurance, certified written evidence demonstrating adequate net worth along with certificates evidencing policies for any excess coverages shall be submitted together with LONESTAR's request for consent from ZONE 7.

Section XIII. No Bonding. It is recognized that Alameda County, in approving LONESTAR's individual reclamation plan will require LONESTAR to provide security for the construction of all reclamation features of the reclamation plan, including the water management aspects at the proper time. Accordingly, no additional security shall be required of LONESTAR for the faithful performance of LONESTAR's obligations contained herein.

Section XIV. Specific Performance. By reason of the specialized nature of this Agreement and because the extent of any damage caused to either party by the other by reason of any breach of this Agreement may be extremely difficult to determine, it is agreed by the parties hereto that an action for damages may be an inadequate remedy for any breach, and that specific performance, without precluding any other remedy available in equity or at law, will be necessary to furnish either party hereto with an adequate remedy for the breach hereof.

Section XV. Changes in Specific Plan. In the event of any amendment or alteration of the Specific Plan that changes the nature or scope of the Specific Plan or any material detail of the lakes, levees, conduits or diversion structures envisioned by the Specific Plan as it exists on the date

of this Agreement, LONESTAR and ZONE 7 shall cause this Agreement to be amended to be consistent with the revised Specific Plan. In connection with any such amendment of this Agreement, the parties shall substantially maintain the anticipated cost to LONESTAR in complying with its obligations under this Agreement at the same approximate level as the anticipated cost of the original facility, less costs, if any, previously incurred by LONESTAR for portions of the original facility concept that are not adaptable to the revised facility concept.

Section XVI. Force Majeure. The parties recognize that unforeseen events may occur which may either delay or prevent LONESTAR's performance of its obligations under this Agreement. Such events include governmental action or inaction; labor strikes, boycotts, and other troubles; riots, wars, earthquakes, floods, and acts of God. To the extent that such events cause a delay in LONESTAR's performance, then the time for performance shall be so extended. Should such events totally and permanently prevent LONESTAR's performance, then the parties shall seek an amendment to the Specific Plan, and the provisions of Section XV shall be followed.

Section XVII. Alternate Improvement Obligations. In lieu of performing certain of its obligations as set forth in Section III, LONESTAR may, at its option, request ZONE 7 to do so and deposit sufficient funds to cover the estimated costs of construction of certain of the improvements required in Section III. The amount of such funds and specific construction items shall be determined by mutual agreement, and such funds may be deposited

with ZONE 7 from time to time preceding construction. In the event the parties are not able to come to a mutual agreement, then LONESTAR shall perform the construction obligations required in this Agreement.

The funds deposited by LONESTAR shall be maintained by ZONE 7 in a separate account for the purposes herein described. Such funds shall be invested by ZONE 7 in interest paying investments with all interest accruing to and remaining in the account.

If LONESTAR elects to deposit funds with ZONE 7 rather than undertaking the construction itself, ZONE 7 shall cause the construction of the improvements as mutually agreed.

LONESTAR shall reimburse ZONE 7 for actual cost of construction in excess of deposited funds. In the event deposited funds exceed the total actual construction cost, ZONE 7 shall refund LONESTAR for any excess funds remaining in the construction fund after construction is complete.

LONESTAR shall have no obligation whatsoever to guarantee any improvements constructed by ZONE 7.

Section XVIII. Miscellaneous.

A. Where the terms of this Agreement provide for action to be based upon the opinion, judgement, approval, review, discretion, agreement or determination of either party hereto, such terms are not intended to be and shall not be construed as permitting such opinion, judgement, approval, review, discretion, agreement or determination to be arbitrary, capricious, or unreasonable.

B. If it becomes necessary to amend or add to the terms, conditions, scope or requirements of this Agreement, such amendment or addition shall only be made after mutual agreement of LONESTAR and ZONE 7 and the execution of a written modification to this Agreement.

C. ZONE 7 has executed or intends to execute agreements with Pleasanton Gravel Company (PGC) and Kaiser Sand and Gravel Company (Kaiser) comparable to this Agreement, covering, among other things, PGC's and Kaiser's development and ultimate grant to ZONE 7 of the portions of the chain of lakes water management facility within their respective mining areas.

D. All notices that are required either expressly or by implication to be given by one party to the other under this Agreement shall be, in writing, signed by ZONE 7 by its General Manager, and for LONESTAR by its duly authorized representative. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed envelope and deposited with the United States Postal Service, postage fully prepaid, for delivery by registered or certified mail. Unless and until formally notified otherwise, ZONE 7 shall address all notices to LONESTAR as follows:

RMC LONESTAR  
P.O. Box 5252  
11555 Dublin Canyon Road  
Pleasanton, CA 94566

and LONESTAR shall address all notices to ZONE 7 as follows:

Zone 7  
Alameda County Flood Control and  
Water Conservation District  
5997 Parkside Drive  
Pleasanton, CA 94566



E. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof.

F. Any waiver at any time by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other default or matter. None of the covenants or agreements herein contained can be waived except by the written consent of the party waiving such provision.

G. This Agreement represents the entire understanding of LONESTAR and ZONE 7 as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

H. This Agreement will remain in full force and effect until all the provisions contained herein have been completed. The parties agree to acknowledge in writing the date of such completion.

I. If any one or more of the covenants or agreements set forth in this Agreement to be performed on the part of ZONE 7 or LONESTAR should be contrary to any provision of law or contrary to the policy of law to such an extent as to be unenforceable in any court of competent jurisdiction, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements and shall in nowise affect the validity of the rest of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

RMC LONESTAR,  
A GENERAL PARTNERSHIP

ATTEST:

By: \_\_\_\_\_

By: Ronald Blick  
Ronald Blick, President

ATTEST:

ZONE 7 OF ALAMEDA COUNTY FLOOD  
CONTROL AND WATER CONSERVATION  
DISTRICT

By: Wendy Man  
Secretary, Board of Directors

By: James Callan  
Chairman, Board of Directors

APPROVED AS TO FORM:  
RICHARD J. MOORE, COUNTY COUNSEL

By: Richard J. Moore  
Assistant County Counsel

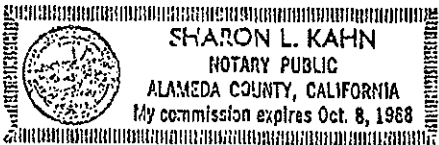
STATE OF CALIFORNIA

COUNTY OF Alameda

On this 29th day of March, 1988, before me, Sharon L. Kahn, a Notary Public, State of California, duly licensed and sworn, personally appeared Ronald Blick

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of the partnership and acknowledged to me that the partnership executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, in the State of California, County of Alameda, on the date set forth above in this certificate.



Sharon L. Kahn  
Notary Public, State of California.  
My commission expires October 8, 1988

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Cowdery's Form No. 29 — Acknowledgment to Notary Public — Partnership — (C.C. Sec. 1190A.) — (Rev. 1/83)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

RMC LONESTAR,  
A GENERAL PARTNERSHIP

ATTEST:

By: \_\_\_\_\_

By: Ronald Blick  
Ronald Blick, President

ATTEST:

ZONE 7 OF ALAMEDA COUNTY FLOOD  
CONTROL AND WATER CONSERVATION  
DISTRICT

By: Wendy Man  
Secretary, Board of Directors

By: James Cannon  
Chairman, Board of Directors

APPROVED AS TO FORM:  
RICHARD J. MOORE, COUNTY COUNSEL

By: William H. Moore  
Assistant County Counsel