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ORIGINAL FILED  
NOV 22 2011  
LOS ANGELES  
SUPERIOR COURT

6 Attorneys for Plaintiff CALMAT CO. dba VULCAN  
7 MATERIALS COMPANY, WESTERN DIVISION

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

KC062582 J

11 CALMAT CO. dba VULCAN MATERIALS  
12 COMPANY, WESTERN DIVISION, a  
13 Delaware Corporation,

CASE NO.

14 Plaintiff,

COMPLAINT FOR:

15 v.

16 SAN GABRIEL VALLEY GUN CLUB, a non-  
17 profit California Corporation; and DOES 1-  
18 1000, inclusive,

19 Defendants

- (1) BREACH OF CONTRACT
- (2) CONTINUING NUISANCE
- (3) PERMANENT NUISANCE
- (4) CONTINUING TRESPASS
- (5) PERMANENT TRESPASS
- (6) NEGLIGENCE
- (7) NEGLIGENCE PER SE
- (8) WASTE
- (9) CONTRACTUAL INDEMNITY
- (10) EQUITABLE CONTRIBUTION/  
INDEMNITY
- (11) DECLARATORY RELIEF

CASE ASSIGNED FOR  
ALL PURPOSES TO  
JUDGE C. OKI  
DEPT. "J"

21 Plaintiff CALMAT CO. dba VULCAN MATERIALS COMPANY, WESTERN  
22 DIVISION alleges for its Complaint as follows:

23 THE PARTIES

24 1. Plaintiff CALMAT CO. dba VULCAN MATERIALS COMPANY, WESTERN  
25 DIVISION ("Vulcan" or "Plaintiff") is a Delaware corporation qualified to do business in the State  
26 of California.



1 gun club and firearms shooting range. Between 1947 and November 2006 (when SGVGC's use of  
2 the subject property ceased), the extent of the real property leased by SGVGC changed on several  
3 occasions principally as portions of the Azusa Property were condemned for flood control purposes.  
4 However, as of December 1970, the leased property remained unchanged through the end of the  
5 lease term.

6 8. SGVGC's activities have extensively contaminated the soil and potentially groundwater  
7 at and underlying the Azusa Property and, potentially, neighboring parcels with heavy metals and  
8 other hazardous substances (the "Contamination"). Defendants are responsible for the  
9 Contamination and should therefore bear the sole cost and expense of remediating the Azusa  
10 Property to the condition as it existed before the lease commenced.

11 **THE LEASES**

12 9. On or about January 1, 1947, Vulcan, then known as Consolidated Rock Products  
13 ("Consolidated"), as owner, and SGVGC, as tenant, executed a written lease for the use of the  
14 Azusa Property for gun club and firearms shooting range operations (the "1947 Lease"). A true and  
15 correct copy of the 1947 Lease is attached as Exhibit A. As defined by the 1947 Lease, the property  
16 encompassed approximately 70 acres. Paragraph 7 of the 1947 Lease obligated SGVGC to return  
17 the leased property to a condition satisfactory to Vulcan. Paragraph 3 obligated SGVGC to  
18 indemnify and hold Vulcan harmless from and against "any and all liability, loss, costs, and  
19 expense, which in any way arise out of or result from any failure of [SGVGC] to perform its  
20 covenants hereunder."

21 10. SGVGC continued to operate under the 1947 Lease until approximately August 31,  
22 1950.

23 11. On or about September 1, 1950, Consolidated and SGVGC executed a second lease for  
24 the use of the Azusa Property for gun club operations (the "1950 Lease"). A true and correct copy  
25 of the 1950 Lease is attached as Exhibit B. The 1950 Lease covered the same property as the 1947  
26 but excepted two parcels -- a 23.27 acre parcel on the northeastern portion of the Azusa Property  
27 and a 3.84 acre parcel in the south central portion of the Azusa Property.

1           12. Like the earlier lease, the 1950 Lease obligated SGVGC, upon termination of its  
2 tenancy, to return the Azusa Property to a condition satisfactory to Vulcan. (1950 Lease, ¶ 7.) The  
3 1951 Lease also mandated that SGVGC indemnify and hold Vulcan harmless from and against "any  
4 and all liability, loss, costs, and expense (including reasonable attorneys' fees) which in any way  
5 arise out of or result from any failure of [SGVGC] to perform its covenants" under the lease. (1950  
6 Lease, ¶ 3.)

7           13. SGVGC continued to operate under the 1950 Lease until approximately January 1,  
8 1958.

9           14. In or around 1951, the United States condemned a roughly 2.5 acre portion of the  
10 Azusa Property. The condemned portion was located in the southeastern corner of the Azusa  
11 Property. Vulcan alleges on information and belief that this 2.5 acre portion was condemned for  
12 flood control purposes.

13           15. On or about January 1, 1958, Consolidated and SGVGC executed a third written lease  
14 for the continued use of the Azusa Property for gun club operations (the "1958 Lease"). A true and  
15 correct copy of the 1958 Lease is attached as Exhibit C.

16           16. The 1958 Lease, like the previous two leases, obligated SGVGC to return the leased  
17 property in a condition satisfactory to Vulcan upon expiration of the tenancy. (1958 Lease, ¶ 9.)  
18 Similarly, the 1958 Lease provided that SGVGC is to "indemnify and hold [Vulcan], its officers,  
19 agents, and employees harmless from any and all liability, loss, costs, and expense (including  
20 reasonable attorneys' fees) which in any way arise out of or result from any failure of [SGVGC] to  
21 perform its covenants hereunder." (1958 Lease, ¶ 3.)

22           17. SGVGC continued to operate under the 1958 Lease until approximately August 31,  
23 1961.

24           18. On or about September 1, 1961, Consolidated and SGVGC executed a fourth written  
25 lease for the continued use of only a portion of the Azusa Property for gun club operations (the  
26 "1961 Lease"). A true and correct copy of the 1961 Lease is attached as Exhibit D. The 1961 Lease  
27 excluded from the leased property approximately 28 acres in the northern and northwestern portions  
28

1 of the Azusa Property. Consequently, as of September 1961, SGVGC leased approximately 26  
2 acres of the Azusa Property from Vulcan.

3 19. The 1961 Lease limited SGVGC's operations on the leasehold property to lawful  
4 operations. (1961 Lease, ¶ 5.) SGVGC continued to operate under the 1961 Lease until  
5 approximately December 10, 1970.

6 20. Vulcan alleges on information and belief that, sometime during 1968 or 1969, the  
7 United States condemned two additional portions of the Azusa Property for flood control purposes,  
8 an approximately 21 acre portion and an approximately 4 acre portion.

9 21. On or about December 11, 1970, Consolidated and SGVGC executed a fifth written  
10 lease for the use of a portion of the Azusa Property for the continuation of gun club operations (the  
11 "1970 Lease"). A true and correct copy of the 1970 Lease is attached as Exhibit E. The 1970 Lease  
12 covered an approximately 15 acre portion of the Azusa Property (the "Final Leasehold Property").

13 22. The 1970 Lease obligated SGVGC to indemnify Vulcan against claims or losses  
14 relating to SGVGC's operations at the Leasehold Property. (1970 Lease, ¶ 8.) ("[SGVGC] . . .  
15 covenants with Landlord that Landlord shall not be liable for any damage or liability of any kind or  
16 for any damage or injury to persons or property during the term of this agreement from any cause  
17 whatsoever by reason of the use, occupation, and enjoyment of the Property by [SGVGC], and  
18 [SGVGC] shall indemnify and hold harmless Landlord from all liability whatsoever on account of  
19 any such damage or injury.")

20 23. SGVGC continued to operate under the 1970 Lease until approximately December 10,  
21 1977.

22 24. On or about December 11, 1977, Consolidated, which had changed its name to  
23 Conrock Co., entered into a sixth written lease with SGVGC for the continued use of the Final  
24 Leasehold Property as a gun club (the "1977 Lease"). A true and correct copy of the 1977 Lease is  
25 attached as Exhibit F.

26 25. Like the previous lease agreements, the 1977 Lease required SGVGC to indemnify  
27 Vulcan against claims or losses related to SGVGC's use of the property. (1977 Lease, ¶ 8.)  
28 ("Tenant . . . covenants with Landlord that Landlord shall not be liable for any damage or liability

1 of any kind or for any damage or injury to persons or property during the term of this agreement  
2 from any cause whatsoever by reason of the use, occupation, and enjoyment of the Property by  
3 Tenant, and Tenant shall indemnify and hold harmless Landlord from all liability whatsoever on  
4 account of any such damage or injury.")

5 26. SGVGC continued to operate under the 1977 Lease until approximately February 3,  
6 1988.

7 27. On or about February 4, 1988, Vulcan and SGVGC executed a seventh written lease for  
8 the continued use of the Final Leasehold Property as a gun club (the "1988 Lease"). A true and  
9 correct copy of the 1988 Lease is attached as Exhibit G.

10 28. Among other things, the 1988 Lease precluded SGVGC from committing waste or  
11 nuisance on the property and from interfering with the use and enjoyment of neighboring property.  
12 (1988 Lease, ¶9.) The 1988 Lease also obligated SGVGC to comply with all applicable federal,  
13 state and local laws, including environmental laws. *Id.* Further, the 1988 Lease required that  
14 SGVGC maintain the property in good condition and repair and, upon termination of the lease,  
15 return the Final Leasehold Property in an orderly, safe and sanitary condition. (1988 Lease, ¶10.)  
16 Finally, the 1988 Lease mandated that SGVGC indemnify Vulcan against " all claims, actions,  
17 damages, liability and expenses in connection with loss of life, personal injury or damage to  
18 property arising from or out of any occurrence in, upon or at the Premises." (1988 Lease, ¶17.)

19 29. The 1988 Lease remained in effect until approximately May 19, 1992.

20 30. On or about May 20, 1992, Vulcan and SGVGC executed an eighth and final written  
21 lease for the continued use of the Final Leasehold Property as a gun club (the "1992 Lease"). A true  
22 and correct copy of the 1992 Lease is attached as Exhibit H.

23 31. Among other things, the 1992 Lease precluded SGVGC from committing waste or  
24 nuisance on the property and from interfering with the use and enjoyment of neighboring property.  
25 (1992 Lease, ¶9.) The 1992 Lease also obligated SGVGC to comply with all applicable federal,  
26 state and local laws, including environmental laws. *Id.* Further, the 1992 Lease required that  
27 SGVGC maintain the property in good condition and repair and, upon termination of the lease,  
28 return the Final Leasehold Property in an orderly, safe and sanitary condition. (1992 Lease, ¶10.)

1 Finally, the 1992 Lease mandated that SGVGC indemnify Vulcan against " all claims, actions,  
2 damages, liability and expenses in connection with loss of life, personal injury or damage to  
3 property arising from or out of any occurrence in, upon or at the Premises." (1992 Lease, ¶17.)

4 32. On or about May 15, 2002, Vulcan and SGVGC amended the 1992 Lease, effective  
5 May 20, 2002, to, among other things, change the lease term to an 18 month rolling term (the "1992  
6 Lease Amendment"). A true and correct copy of the 1992 Lease Amendment is attached as Exhibit

7 I. The 1992 Lease Amendment specified that "either party may terminate the Lease at any time  
8 upon eighteen (18) months' prior written notice to the other." (1992 Lease Amendment ¶ 1.) All  
9 other terms of the 1992 Lease remained in full force and effect. (1992 Lease Amendment ¶ 4.)

10 33. On or about May 4, 2005, Vulcan notified SGVGC in writing of the termination of the  
11 1992 Lease. A true and correct copy of the Termination of Lease notice is attached as Exhibit J.

12 34. Pursuant to the May 4, 2005 Termination of Lease notice, SGVGC's leasehold interest  
13 in any portion of the Azusa Property terminated on or about November 6, 2006.

14 **DEFENDANT FAILS TO REMEDIATE CONTAMINATION**

15 35. On or about July 29, 2005, Vulcan alerted SGVGC that its activities caused  
16 environmental contamination at the Azusa Property. Vulcan urged SGVGC to take immediate steps  
17 to remediate the Azusa Property.

18 36. In or about August and September 2005, Vulcan and SGVGC exchanged  
19 correspondence about SGVGC's remediation alternatives. Among other things, SGVGC disclaimed  
20 responsibility for remediating the Contamination.

21 37. By July 2006, SGVGC had done little or nothing to remediate Vulcan's Azusa  
22 Property.

23 38. On or about November 1, 2006, Vulcan received a proposal from SGVGC for a Phase I  
24 Environmental Site Assessment ("ESA") and a Phase II ESA proposal (the "Assessment Proposals")  
25 for the Azusa Property.

26 39. SGVGC ceased gun club operations as of approximately November 6, 2006 but  
27 remained in possession of the Final Leasehold Property, purportedly for the purpose of remediating  
28 the contamination caused by the gun club's operations.

1           40. On November 9, 2006, Vulcan detailed its concerns about the Assessment Proposals.  
 2 Among other things, Vulcan informed SGVGC that the Assessment Proposals: (a) failed to  
 3 mention the requirement for governmental oversight of the assessment and cleanup; (b) did not  
 4 provide for thorough remediation of all contamination caused by SGVGC's activities during its  
 5 tenancy; (c) would leave significant contamination remaining in the ground on the Azusa Property  
 6 and, potentially, in off-site areas contaminated by SGVGC activities; and (d) failed to provide for  
 7 confirmation sampling to ensure proper and sufficient clean up.

8           41. Rather than specifically respond to Vulcan's November 9, 2006 correspondence,  
 9 SGVGC responded on or about January 2, 2007 with a letter stating that "the cleanup of the site has  
 10 commenced and may well be complete before the end of January 2007." SGVGC further indicated  
 11 that on-site cleanup would be performed in conformity with, and there was no money for  
 12 remediation beyond, the EPA's Best Management Practices for Lead at Outdoor Shooting Ranges  
 13 ("EPA's Shooting Range BMP").

14           42. By letter dated January 4, 2007, Vulcan informed SGVGC that EPA's Shooting Range  
 15 BMP does not provide the appropriate remedial guidance or standards for closed gun ranges,  
 16 including the Azusa Property. Notably, EPA's Shooting Range BMP neither sets numerical  
 17 standards for lead or other hazardous substances in soil nor complies with the California  
 18 Department of Toxic Substances Control's ("DTSC") regulation of closed and abandoned outdoor  
 19 shooting ranges. Vulcan therefore insisted that SGVGC's remediation comport with DTSC  
 20 requirements, including, but not limited to, adequate soil sampling and preparation of a Preliminary  
 21 Endangerment Assessment ("PEA").

22           43. Vulcan again wrote to SGVGC on May 17, 2007, expressing its concern that SGVGC  
 23 had not yet commenced clean-up efforts and had only recently hired a lead reclamation contractor to  
 24 begin reclaiming lead at the Azusa Property. Vulcan also noted that SGVGC's contractor was not  
 25 properly licensed or insured and had not obtained the permits necessary to perform any work.  
 26 Additionally, Vulcan explained that SGVGC's contractor had not prepared a proper scope of work  
 27 nor complied with Vulcan's previous requests that the cleanup be performed under appropriate  
 28 governmental oversight.

1 44. On May 30, 2007, SGVGC declared that it was not required to provide a PEA or a  
2 proper scope of work (including necessary assessment, confirmation sampling, and remediation  
3 requirements), and claimed that its limited finances precluded SGVGC from performing the type of  
4 remediation required by Vulcan and mandated by applicable law.

5 45. After SGVGC failed to take any meaningful steps to investigate and remediate the  
6 Contamination, Vulcan again wrote to SGVGC on or about January 16, 2008 demanding that  
7 SGVGC commence agency approved remediation activities by February 4, 2008.

8 46. Defendants failed to comply with the February 4, 2008 deadline.

9 47. Defendants have not followed DTSC requirements for environmental cleanup and have  
10 failed to remediate the contamination at the Azusa Property.

11 48. Vulcan alleges on information and belief, that since November 6, 2006, no known  
12 hazardous substances or other pollutants have been used, dumped, released, deposited, and/or  
13 disposed of onto and into the soil or groundwater at, on, and beneath any portion of the Azusa  
14 Property other than what might have occurred as a result of activities or actions by SGVGC during  
15 its holdover tenancy of the Final Leasehold Property.

16 49. During SGVGC's operation and use of the Azusa Property, hazardous substances were  
17 used, dumped, released, deposited, and/or disposed of onto and into the soil and, potentially, the  
18 groundwater at, on, beneath the Azusa Property and, potentially, neighboring properties.

19 **VULCAN FILES SUIT AGAINST SGVGC IN FEDERAL COURT**

20 50. On or about September 4, 2008, Vulcan filed a Complaint against SGVGC in the  
21 United States District Court for the Central District of California, entitled *Calmat Co. dba Vulcan*  
22 *Materials Company, Western Division v. San Gabriel Valley Gun Club*, EDCV08-1198 (the  
23 "Federal Action"). In addition to other causes of action, the Complaint in the Federal Action also  
24 included federal statutory law claims for relief against SGVGC for CERCLA Cost Recovery,  
25 CERCLA Contribution, and Declaratory Relief under federal law (the "Federal Claims for Relief").

26 51. On August 22, 2011, the Federal Court entered an Order: a) granting the SGVGC's  
27 Motion for Summary Judgment on Vulcan's Federal Claims for Relief and b) dismissing the  
28 parties' California state law claims in the Federal Action without prejudice for lack of subject

1 matter jurisdiction. Judgment in the Federal Action was entered by this Order.

2 52. The statutes of limitation for the causes of action specified in this Complaint were at  
3 least tolled during the pendency of the Federal Action and for a period of thirty days thereafter.  
4 Accordingly, all of the causes of action specified in this Complaint are timely.

5 **FIRST CAUSE OF ACTION**

6 **(Breach of Contract against SGVGC)**

7 53. Vulcan realleges paragraphs 1 through 52, above, and incorporates them in full by this  
8 reference.

9 54. Except those obligations excused as a result of SGVGC's breaches, Vulcan has  
10 performed each and every obligation or condition under the 1947 Lease, 1950 Lease, 1958 Lease,  
11 1961 Lease, 1970 Lease, 1977 Lease, 1988 Lease and the 1992 Lease (as amended) (collectively,  
12 the "Leases").

13 55. SGVGC breached the Leases by, among other things:

- 14 • failing to indemnify Vulcan for damage to the leased property caused by  
15 SGVGC's use of said property;
- 16 • failing to indemnify Vulcan for damage to portions of the Azusa Property not  
17 leased by SGVGC and caused by SGVGC's use of leased portions of the  
18 Azusa Property;
- 19 • permitting waste on the Azusa Property;
- 20 • permitting nuisance on the Azusa Property;
- 21 • interfering with the use and enjoyment of neighboring real property;
- 22 • failing to keep the leased property in good repair and condition;
- 23 • failing to keep the leased property in good order and in a safe, sanitary  
24 condition;
- 25 • failing to return the leased property in a good, safe and sanitary condition  
26 satisfactory to Vulcan at the termination of the Leases;
- 27 • permitting the conduct of unlawful activities on the leased property; and  
28

- failing to comply with all applicable laws wherein the leased property is located.

56. The activities referred to above have caused Vulcan to suffer damages including, but not limited to, costs of investigation, assessment and remediation of the Contamination at the Azusa Property; loss of future rent; loss of use of the Azusa Property; and loss of value to the Azusa Property in that the property has become stigmatized; costs to repair and restore the Azusa Property to proper condition; statutory costs; attorneys' fees and costs; and other damages.

57. In the Federal Action, Vulcan retained as an expert, Dr. David Liu of Environ (a well respected environmental consulting firm), to determine the costs associated with the remediating the Azusa Property. Dr. Liu has opined that one of his remedial alternatives will cost \$6,720,000 to return the Azusa Property to the conditions required by the Lease. Vulcan seeks damages of at least this amount in addition to all other damages according to proof at trial for SGVGC's breach of the Leases.

## SECOND CAUSE OF ACTION

### (Continuing Nuisance Against All Defendants)

58. Vulcan realleges paragraphs 1 through 57, above, and incorporates them in full by this reference.

59. As defined and governed by California Civil Code § 3479, Defendants created conditions at the Azusa Property which constitute a continuing nuisance by permitting the Contamination to exist at the Azusa Property. In addition, Defendants failed to initiate investigation, monitoring, remediation, or abatement of the nuisance.

60. Defendants have also created a nuisance by permitting bullets, bullet fragments, and other contaminants to traverse beyond the boundaries of the Azusa Property and onto neighboring property owned by Vulcan where they continue to reside to this day and are causing environmental contamination that requires abatement.

61. The Contamination existing at the Azusa Property and outside of its boundaries is actually and practicably abatable by reasonable measures and without unreasonable expense.







1 but are not limited to, costs for investigation, assessment, and monitoring of the trespass; loss of  
2 property value during the existence of the trespass, including, but not limited to, losses due to the  
3 stigma associated with the Contamination; loss of future rent; cost to repair and restore the Azusa  
4 Property and neighboring Vulcan property to proper condition; statutory costs; and other damages.  
5 As set forth above, these damages exceed \$6,720,000.

6 **SIXTH CLAIM FOR RELIEF**

7 **(Negligence Against All Defendants)**

8 80. Vulcan realleges paragraphs 1 through 79, above, and incorporates them in full by this  
9 reference.

10 81. Defendants owe and owed Vulcan a duty to use, dispose of and release hazardous  
11 substances and hazardous materials in a manner which would not cause the owner or subsequent  
12 users or operators of the Azusa Property and neighboring Vulcan property to sustain damages or  
13 losses of any kind or nature. In addition, Defendants owe and owed Vulcan a duty to: (1) maintain  
14 the leased property in a manner that would not allow the release of the Contamination and/or other  
15 hazardous materials and hazardous substances into the soil and, potentially, groundwater on, at, and  
16 under the leasehold property and adjacent properties; (2) promptly and timely assess, investigate,  
17 monitor, and remediate the Contamination upon the discovery of same; and (3) upon termination of  
18 the SGVGC's tenancy, inform Vulcan about the scope and breadth of the Contamination.

19 82. Defendants breached their duties of care owed to Vulcan by failing to exercise  
20 reasonable care in the conduct of its occupation, use, and/or operation of the Azusa Property, and  
21 any portion thereof, and in allowing its operations to contaminate the Azusa Property and/or  
22 adjacent properties. More specifically, Vulcan alleges on information and belief that Defendants  
23 breached its duties of care by, among other breaches, using, storing, disposing of and releasing  
24 hazardous substances and hazardous materials, including but not limited to the Contamination, into  
25 the soil and, potentially, groundwater at the Azusa Property in a manner which has caused Vulcan  
26 to sustain damages and losses. Defendants further breached their duty of care by permitting bullets,  
27 bullet fragments, and other contaminants to traverse beyond the boundaries of the Azusa Property  
28

1 and onto neighboring property owned by Vulcan where they continue to reside to this day and are  
2 causing environmental contamination that requires abatement.

3 83. Vulcan further alleges on information and belief that Defendants breached their duties  
4 of care by, among other breaches: (1) maintaining the leased property in such a way that allowed  
5 the release of the Contamination into the soil and, potentially, groundwater at the Azusa Property  
6 and adjacent properties; (2) failing to follow applicable standards and regulations for retrieving  
7 spent ammunition rounds, slugs, and/or shell casings, (3) ceasing its collection and recovering of  
8 spent ammunition rounds, slugs, and/or shell casings; (4) failing to assess, investigate, monitor, and  
9 remediate the Contamination upon discovery of same; and (5) failing to inform Vulcan about the  
10 scope and breadth of the Contamination at the Azusa Property.

11 84. Defendants' breaches of the duties outlined above constitute the direct and proximate  
12 cause of the damages sustained by Vulcan.

13 85. The activities referred to in this claim for relief have caused Vulcan to suffer damages  
14 including, but not limited to, costs of investigation, monitoring, assessment and remediation of the  
15 Contamination; loss of future rent; loss of value to the Azusa Property in that said properties have  
16 become stigmatized; costs to repair and restore the Azusa Property and neighboring Vulcan  
17 property to proper condition; statutory costs; and other damages. As set forth above, these damages  
18 exceed \$6,720,000.

19 **SEVENTH CAUSE OF ACTION**

20 **(Negligence Per Se Against All Defendants)**

21 86. Vulcan realleges paragraphs 1 through 85 above, and incorporates them in full by this  
22 reference.

23 87. Among other relevant statutes, California Health & Safety Code § 5411 prohibits the  
24 discharge of waste in any manner which will result in contamination, pollution, or a nuisance. In  
25 addition, California Civil Code §§ 3479-3481 prohibit the creation of both public and private  
26 nuisances. Plaintiff further alleges on information and belief that the other state and federal statutes  
27 or regulations govern the maintenance of facilities, such as closed gun ranges, containing lead  
28 (collectively, "Lead Laws"). Among other points, these Lead Laws create standards for the

1 maintenance and operation of gun ranges and the investigation and remediation of closed gun  
2 ranges such as that operated by SGVGC on the Azusa Property. These Lead Laws were designed to  
3 prevent the contamination of real property and groundwater by hazardous wastes, including the  
4 Contamination, and to protect the public from the dangers and health effects caused by lead.  
5 Vulcan is among the class of people and entities for whose protection these provisions were  
6 adopted.

7 88. Defendants violated the prohibitions and standards of care established by statutes  
8 referenced in this claim for relief by causing the Contamination. The violation of these statutes and  
9 the Lead Laws render Defendants strictly liable for Vulcan's damages.

10 89. Vulcan has incurred damages including, but not limited to, costs of investigation,  
11 monitoring, assessment and remediation of the Contamination at the Azusa Property; loss of future  
12 rent; loss of value to the Azusa Property in that the properties have become stigmatized; costs to  
13 repair and restore the Azusa Property and neighboring Vulcan property to proper condition;  
14 statutory costs; and other damages. As set forth above, these damages exceed \$6,720,000.

15 **EIGHTH CAUSE OF ACTION**

16 **(Waste Against All Defendants)**

17 90. Vulcan realleges paragraphs 1 through 89, above, and incorporates them in full by this  
18 reference.

19 91. While in possession or use of the Azusa Property, or any portion thereof, Defendants  
20 acted willfully and intentionally to commit and permit waste and damage to the Azusa Property.

21 92. In committing and permitting waste, Defendants acted despicably and with malice, in  
22 bad faith and in conscious disregard of its obligations not to commit or permit waste at the Azusa  
23 Property. Pursuant to California Code of Civil Procedure § 732, Vulcan is entitled to recover its  
24 actual damages as well as treble damages as a result of Defendants' waste at the Azusa Property.

25 **NINTH CAUSE OF ACTION**

26 **(Contractual Indemnity Against SGVGC)**

27 93. Vulcan realleges paragraphs 1 through 93, above, and incorporates them in full by this  
28 reference.

1 94. In the Leases, Defendants agreed to indemnify and hold Vulcan harmless for all  
2 damage to the leased property and neighboring properties, caused by SGVGC's use of the leased  
3 property.

4 95. Vulcan has either performed every obligation required of it under the Lease or such  
5 performance has been excused.

6 96. As a result of the indemnity provisions in the Leases, Defendants are obligated to  
7 indemnify and hold Vulcan harmless from and against all costs and damages incurred by Vulcan as  
8 a result of the Contamination.

9 97. Defendants have breached their contractual duty to indemnify, defend, and hold Vulcan  
10 harmless, and as a result, Vulcan has been damaged in an amount subject to proof at trial.

11 **TENTH CAUSE OF ACTION**

12 **(Equitable Contribution/Indemnity Against All Defendants)**

13 98. Vulcan realleges paragraphs 1 through 97, above, and incorporates them in full by this  
14 reference.

15 99. As a result of Defendants' conduct, Vulcan has suffered and will suffer damages in an  
16 amount to be proven at trial. Defendants have failed and refused to pay or compensate Vulcan for  
17 the harm Vulcan has and will suffer as a result of Defendants' conduct as alleged herein.

18 100. Vulcan's damages, including but not limited to any liabilities to governmental agencies  
19 or other third parties, is solely and proximately caused by the acts and omissions of Defendants and  
20 do not arise from any active fault on the part of Vulcan.

21 101. Therefore, Vulcan is entitled to contribution and indemnity from Defendants for all  
22 damages Vulcan has incurred and will incur in connection with the Contamination at the Azusa  
23 Property, including but not limited to the costs of investigation, assessment, monitoring,  
24 remediation, and liabilities to third parties.

25 102. In addition, as a result of Defendants' conduct, Vulcan has been forced to retain legal  
26 counsel to protect and enforce its rights. Vulcan has incurred and will continue to incur attorneys'  
27 fees, costs, and expenses. Vulcan is entitled to judgment against Defendants for such attorneys'  
28 fees, costs and expenses in an amount according to proof.

**ELEVENTH CAUSE OF ACTION**

**(Declaratory Relief Against All Defendants)**

103. Vulcan realleges paragraphs 1 through 102, above, and incorporates them in full by this reference.

104. An actual controversy now exists between Vulcan and Defendants in that Vulcan contends, and Defendants deny, that: (a) releases and threatened releases of hazardous substances as a result of the activities of Defendants, and each of them, occurred during Defendants' operation of the Azusa Property, and (b) Defendants are liable to Vulcan for response costs incurred and to be incurred by Vulcan as a result of said releases.

105. Vulcan desires a judicial determination of the respective rights and obligations of Vulcan and Defendants, and each of them, with respect to the response and other costs, damages or specific relief regarding the Contamination as alleged herein.

106. A declaratory judgment is necessary and appropriate, and in the interests of justice, because it will obviate the need for multiple lawsuits and provide complete resolution of the dispute between the parties.

107. Specifically, Vulcan requests a judgment declaring: (a) Defendants are the sole cause of the Contamination; (b) Defendants are solely responsible for Vulcan's damages incurred because of the Contamination, including but not limited to assessment, investigation, monitoring, and remediation costs; loss of future rent; loss of value due to the Contamination; attorneys', expert, and consultants' fees, costs and expenses; (c) Vulcan is not liable for any such damages; and (d) Defendants are obligated to completely hold harmless and indemnify and defend Vulcan at the expense of Defendants with counsel acceptable to Vulcan from and against any and all adverse claims, demands, damages, actions, orders and/or judgments arising out of or related to the Contamination.

108. Vulcan requests such other and further decrees as may be just, necessary or appropriate.

**PRAYER FOR RELIEF**

WHEREFORE, Vulcan prays for judgment against the Defendants as follows:

**ON THE FIRST THROUGH SEVENTH CAUSES OF ACTION:**

1           1.     For damages according to proof at trial in excess of \$6,720,000, including, but not  
2 limited to: Vulcan's costs incurred for investigating, assessing, monitoring, and remediating the  
3 Contamination; loss of property value incurred due to the existence of the Contamination including,  
4 but not limited to, loss of permanent value as caused by the stigma of environmental contamination;  
5 loss of future rent; costs to repair and restore the Azusa Property and neighboring properties to  
6 proper condition; statutory costs; and other damages;

7           2.     For an injunction requiring Defendants to abate the nuisance and trespass by  
8 implementing all investigation and response activities demanded by federal, state and local  
9 authorities;

10          3.     For punitive and exemplary damages in a sum according to proof at trial; and

11          4.     For prejudgment interest at the legal rate;

12           **ON THE EIGHTH CAUSE OF ACTION:**

13          1.     For treble damages including, but not limited to, the loss of permanent value to the  
14 Azusa Property as caused by the stigma of environmental contamination, loss of future rent, costs to  
15 repair and restore said properties to proper condition, statutory costs, and other damages;

16           **ON THE NINTH AND TENTH CAUSES OF ACTION:**

17          1.     For damages against Defendants according to proof at trial;

18          2.     For a declaration that Defendants must indemnify and defend Vulcan for attorneys'  
19 fees and costs, defense costs, prosecution costs, response costs, damages, and other sums for which  
20 Vulcan may be held liable or responsible related to the Contamination at or emanating from the  
21 Azusa Property; and

22          3.     Vulcan's attorneys' fees according to proof;

23           **ON THE ELEVENTH CAUSE OF ACTION:**

24          1.     A judicial decree and declaration against all Defendants, that: (a) Defendants  
25 constitute the sole cause(s) of the Contamination at the Azusa Property; (b) Defendants are  
26 responsible for Vulcan's damages, fees, and costs in connection with the Contamination, including  
27 but not limited to assessment, investigation, monitoring, and remediation costs, loss of future rent,  
28 attorneys' fees and costs, expert and consultant fees and costs, loss of property value due to the

1 Contamination (including those fees and costs to be incurred in the future); (c) Vulcan is not liable  
2 for any such damages, fees, or costs; (d) Defendants are obligated to completely hold harmless and  
3 indemnify and defend Vulcan from and against any and all adverse claims, demands, damages,  
4 actions, orders and/or judgments arising out of or related to the Contamination; and (e) Defendants  
5 are obligated to pay for any past, present, and future damages, losses, costs, expenses and/or injuries  
6 resulting to Vulcan as a result of the Contamination; and

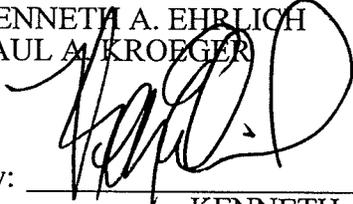
7 2. Such other and further decrees and declarations as may be just, necessary or  
8 appropriate;

9 **ON ALL CAUSES OF ACTION:**

10 1. Vulcan's cost of suit and attorneys' fees as may be permitted according to proof; and  
11 2. Such other and further relief, decrees and orders as the Court deems just, necessary  
12 and/or appropriate and/or according to proof at trial.

13 DATED: November 21, 2011

JEFFER MANGELS BUTLER & MITCHELL LLP  
KENNETH A. EHRLICH  
PAUL A. KROEGER

14  
15  
16 By: 

KENNETH A. EHRLICH  
Attorneys for Plaintiff CALMAT CO. DBA VULCAN  
MATERIALS COMPANY, WESTERN DIVISION

## **EXHIBIT A**

LICENSE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 1947, by and between CONSOLIDATED ROCK PRODUCTS CO., a corporation, 2730 South Alameda Street, Vernon, California, hereinafter called "Consolidated", and SAN GABRIEL VALLEY GUN CLUB, an unincorporated, non-profit association, located at 509 West Foothill Boulevard, Monrovia, California, hereinafter called "Club".

*lll*

RECITALS

(a) The Club has been organized for the purpose of making available to its members and their families a location and facilities for target practice and related activities;

(b) The Club has approached Consolidated and requested that permission be granted by Consolidated to the Club for use on the terms hereinafter provided of real property described as follows:

That portion of the South half of the Northwest quarter and of the North half of the Northwest quarter of the Southwest quarter of Section 22, Township 1 North, Range 10 West, S.B.M., in the County of Los Angeles, State of California, lying East of a line drawn due North and South through a point which is 656.80 feet due East of a two-inch pipe set at Station 8 of the boundary survey of the Azusa Rancho, as shown on map recorded in Book 2, pages 560 and 561 of Patents, in the office of the Recorder of Los Angeles County,

hereinafter called "said property".

(c) Consolidated is willing to give to the Club a license to use said property upon said terms.

*This how called  
from Club for  
renewal  
R. H. P. P.  
Jan 1949*

Note See New Agreement Effective Sept. 1 - 1950  
*W.H.P.*

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, and other good and valuable consideration, receipt by each of the parties hereto is hereby acknowledged, Consolidated and the Club agree as follows:

1. The Club shall pay to Consolidated at the time this agreement is executed the sum of Ten Dollars in lawful money of the United States, as consideration for the use of the property herein permitted for a period of one (1) year.

2. Consolidated may revoke the license herein granted by giving to the Club at the above-mentioned address (or to such other address as the Club may designate in writing to Consolidated) written notice of its intention to do so. Said notice may be given by mail and shall be effective exactly ninety (90) days following Consolidated's deposit in the United States mails of the notice herein in this paragraph mentioned. Consolidated shall not be required to return to the Club all or any part of the unearned consideration for this license as a condition to revocation or otherwise.

3. The Club hereby agrees to indemnify and hold Consolidated, its officers, agents, and employees harmless from any and all liability, loss, costs, and expense, which in any way arise out of or result from any failure of the Club to perform its covenants hereunder, or from

any use of said property by the Club, or anyone in its behalf. The Club shall at all times, during the effective period of the within license, carry public liability and property damage insurance in a company or companies satisfactory to Consolidated. The limits for such insurance shall be \$25,000.00 and \$50,000.00 for public liability (that is, \$25,000.00 for injury or death to one person, arising out of each accident, and \$50,000.00 for injury or death to two or more persons, arising out of each accident; and \$1,000.00 for damage to property. Said insurance shall be otherwise in form and substance satisfactory to Consolidated and the policy evidencing such coverage (or a certificate issued by the insurer) shall be deposited with Consolidated at all times during which this agreement remains in effect. Should the Club fail to obtain insurance as herein required, then Consolidated may purchase the same as agent for the Club and bill the Club therefor. In such event the Club shall promptly pay Consolidated therefor.

4. The Club shall at all times be possessed of all required permits or other valid authority for the conduct on said property of the activities herein authorized.

5. The Club shall exercise every precaution in the operation of the target range. Consolidated shall have the right to require additional precautions to be taken, but shall not be obligated to make any inspection of safety measures and shall not be liable for injury or damage resulting from any accident on the property whether or not caused by the negligence of the Club, its members, or any persons using

the premises for the purpose for which this license is granted.

6. The Club shall keep Consolidated advised in writing at all times of the names and addresses of the Club's officers. Any notice required hereunder, or as a result of Consolidated granting the within license, may be served by mailing the same to any of said officers. Should the Club attempt to dissolve upon less than ninety (90) days' notice to Consolidated, then any notice required or permitted hereunder from Consolidated to the Club may be given to any officer of the Club on the list last placed on file with Consolidated.

7. Upon the termination, cancellation, or revocation of the within license in any manner or for any reason, the Club shall promptly place the property in a condition satisfactory to Consolidated.

IN WITNESS WHEREOF, the parties hereto have affixed their names and the seal of said corporation the day and year first hereinabove written.

CONSOLIDATED ROCK PRODUCTS CO.

By *[Signature]*  
President

By *[Signature]*  
Secretary

SAN GABRIEL VALLEY GUN CLUB

By *[Signature]* Pres.

By *[Signature]* Sec.



# SAN GABRIEL VALLEY GUN CLUB

N.R.A. CLASS A AFFILIATED

POST OFFICE BOX 329  
MONROVIA, CALIFORNIA

January 1, 1948

Consolidated Rock Products Company  
P.O. Box 2950, Terminal Annex  
Los Angeles 54, California

Attention: Mr. Robert Mitchell

Re: Gun Club License Agreement

Gentlemen:

We refer you to a License Agreement between your company and our club, dated the 1st day of January, 1947. We desire to extend that agreement for the calendar year 1948, subject, of course, to your right of termination upon notice as provided in said agreement. To that end we herewith tender to you our check in the amount of \$10.00 as consideration for the use of the premises for the extended period just mentioned. Should you agree to said extension, it is requested that you execute the enclosed copy of this letter and return it to us to evidence our right to use the property on the terms and conditions herein and in said License Agreement set forth.

It is our understanding that the condemnation suit instituted by the United States Government is now on file effecting all or a portion of the property covered by said License Agreement. In connection therewith we hereby irrevocably waive any and all right, title and interest in and to the condemnation proceeds that the club may have or hereafter acquire under said License Agreement as extended. We herewith transfer and assign any such right, title and interest to you in consideration of your extending said License Agreement as aforesaid.

We hereby agree to cooperate with you in said condemnation suit to the extent of executing any agreement, appearance, etc., which you may require in connection with said suit.

ACCEPTED AND APPROVED,  
January 1, 1948

Consolidated Rock Products Co.

By

J. T. Beck  
Vice Pres

By

H. B. Sullivan  
Secy

Very truly yours,

San Gabriel Valley Gun Club

By

W. G. Barks  
President

By

A. C. Stevens  
Secretary

**EXHIBIT B**

LICENSE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of September, 1950, by and between CONSOLIDATED ROCK PRODUCTS CO., a corporation, 2730 South Alameda Street, Vernon, California, hereinafter called "Consolidated", and SAN GABRIEL VALLEY GUN CLUB, an unincorporated, non-profit association, located at <sup>P.O. Box 31 -</sup> ~~509 West Foothill Boulevard~~, Monrovia, California, hereinafter called "Club".

*Handwritten signatures and initials: "L. F. W."*

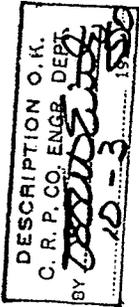
RECITALS

- (a) The Club has been organized for the purpose of making available to its members and their families a location and facilities for target practice and related activities;
- (b) The Club has approached Consolidated and requested that permission be granted by Consolidated to the Club for use on the terms hereinafter provided of real property described as follows:

That portion of the South half of the Northwest quarter and of the North half of the Northwest quarter of the Southwest quarter of Section 22, Township 1 North, Range 10 West, S.B.M., in the County of Los Angeles, State of California, lying East of a line drawn due North and South through a point which is 656.80 feet due East of a 2 inch pipe set at Station 8 of the boundary survey of the Azusa Rancho, as shown on map recorded in Book 2, Pages 560 and 561 of Patents, in the office of the Recorder of Los Angeles County.

Excepting therefrom that portion described as follows:

Beginning at the center of said Section 22; thence North 89° 24' 38" West along the South line of the Northwest quarter of said Section 22, 1308.35 feet to the Southwest corner of the Southeast quarter



*Handwritten initials: "OK" with a circled 'S' below it.*

of the Northwest quarter of said Section 22; thence North  $39^{\circ} 43' 29''$  East 1699.40 feet to a point on the North line of the Southeast quarter of the Northwest quarter of said Section 22; thence South  $89^{\circ} 25' 17''$  East 229.42 feet along said North line to the Northeast corner of said Southeast quarter of the Northwest quarter of said Section 22; thence South  $00^{\circ} 18' 50''$  West 1318.24 feet to the center of said Section 22, the point of beginning, containing 23.27 acres, more or less.

Also excepting therefrom the following described parcel of land:

Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 22; thence South  $0^{\circ} 27' 03''$  West 660.83 feet along the Easterly line of said Northwest quarter of said Southwest quarter to a point; thence North  $89^{\circ} 23' 15''$  West 506.12 feet; thence North  $37^{\circ} 57' 31''$  East 831.24 feet to the point of beginning, containing 3.84 acres, more or less.

hereinafter called "said property".

(c) Consolidated is willing to give to the Club a license to use said property upon said terms.

#### AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, and other good and valuable consideration, receipt of which by each of the parties hereto is hereby acknowledged, Consolidated and the Gun Club agree as follows:

1. The Club shall pay to Consolidated at the time this agreement is executed the sum of Ten Dollars in lawful money of the United States, as consideration for the use of the property herein permitted for a period of one (1) year.

2. Consolidated may revoke the license herein granted by giving to the Club at the above-mentioned address (or to such other address as the Club may designate in writing to

Consolidated) written notice of its intention to do so. Said notice may be given by mail and shall be effective exactly ninety (90) days following Consolidated's deposit in the United States mails of the notice herein in this paragraph mentioned. Consolidated shall not be required to return to the Club all or any part of the unearned consideration for this license as a condition to revocation or otherwise.

3. The Club hereby agrees to indemnify and hold Consolidated, its officers, agents, and employees harmless from any and all liability, loss, costs, and expense, (including reasonable attorney's fees) which in any way arise out of or result from any failure of the Club to perform its covenants hereunder, or from any use of said property by the Club, or anyone in its behalf. The Club shall at all times, during the effective period of the within license, carry public liability and property damage insurance and workmen's compensation insurance in a company or companies satisfactory to Consolidated. The limits for such insurance shall be \$100,000.00 and \$300,000.00 for public liability (that is, \$100,000.00 for injury or death to one person, arising out of each accident, and \$300,000.00 for injury or death to two or more persons, arising out of each accident), and \$50,000.00 for damage to property. Said insurance shall be otherwise in form and substance satisfactory to Consolidated and the policy evidencing such coverage (or a certificate issued by the insurer) shall be deposited with Consolidated at all times during which this agreement remains in effect. Should the Club fail to obtain insurance as herein required, then Consolidated

may purchase the same as agent for the Club and bill the Club therefor. In such event the Club shall promptly pay Consolidated therefor.

4. The Club shall at all times be possessed of all required permits or other valid authority for the conduct on said property of the activities herein authorized.

5. The Club shall exercise every precaution in the operation of the target range. Consolidated shall have the right to require additional precautions to be taken, but shall not be obligated to make any inspection of safety measures and shall not be liable for injury or damage resulting from any accident on the property whether or not caused by the negligence of the Club, its members, or any persons using the premises for the purpose for which this license is granted.

6. The Club shall keep Consolidated advised in writing at all times of the names and addresses of the Club's officers. Any notice required hereunder, or as a result of Consolidated granting the within license, may be served by mailing the same to any of said officers. Should the Club attempt to dissolve upon less than ninety (90) days' notice to Consolidated, then any notice required or permitted hereunder from Consolidated to the Club may be given to any officer of the Club on the list last placed on file with Consolidated.

7. Upon the termination, cancellation, or revocation of the within license in any manner or for any reason, the Club shall promptly place the property in a condition satisfactory to Consolidated.

IN WITNESS WHEREOF, the parties hereto have affixed their names and the seal of said corporation the day and year

first hereinabove written.

CONSOLIDATED ROCK PRODUCTS CO.

By

*W. M. J.*  
President

By

*S. F. Whaley*  
Secretary

SAN GABRIEL VALLEY GUN CLUB,

By

*Claude W. Purbaugh*  
President

By

*Henry S. Keith*  
Secretary

## **EXHIBIT C**

## LICENSE AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of January, 1958, by and between CONSOLIDATED ROCK PRODUCTS CO., a corporation, 2730 South Alameda Street, Vernon, California, hereinafter called "Consolidated", and SAN GABRIEL VALLEY GUN CLUB, a non-profit corporation located at 4001 Fish Canyon Road, Duarte, California, (mailing address is P. O. Box 31, Monrovia, California) hereinafter called "Club".

### RECITALS

(a) The Club has been organized for the purpose of making available to its members and their families, (including junior Gun Club members) a location and facilities for target practice and related activities;

(b) The Club has approached Consolidated and requested that permission heretofore granted by Consolidated to the Club be extended for use on the terms hereinafter provided of real property described in Exhibit "A", attached hereto and made a part hereof, hereinafter called "said property".

(c) Consolidated is willing to give to the Club a license to use said property upon said terms.

### AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, and other good and valuable consideration, receipt of which by each of the parties hereto is hereby acknow-

ledged, Consolidated and the Gun Club agree as follows:

1. The Club shall pay to Consolidated the sum of Two Hundred and Fifty Dollars (\$250.00) in lawful money of the United States, as consideration for the use of the property herein permitted for the month of January, 1958 and a like sum on or before the first day of every calendar month thereafter while this agreement remains in effect. Receipt is hereby acknowledged of Two Hundred and Fifty Dollars (\$250.00) for January, 1958.

2. Consolidated may, with or without cause, revoke the license herein granted by giving to the Club at the above-mentioned address (or to such other address as the Club may designate in writing to Consolidated) written notice of its intention to do so. Said notice may be given by mail and shall be effective exactly ninety (90) days following Consolidated's deposit in the United States mails of the notice herein in this paragraph mentioned; provided, however, that in case of default or breach of this agreement by the Club such revocation may be on ten (10) days' notice. Similarly, on ninety (90) days' notice to Consolidated at its address above mentioned, the Club may, by the payment to Consolidated with said notice, of three thousand dollars (\$3,000.00) (in addition to rent for said ninety (90) day period) terminate this license agreement.

3. The Club hereby agrees to indemnify and hold Consolidated, its officers, agents, and employees harmless from any and all liability, loss, costs, and expense, (including reasonable attorney's fees) which in any way arise out of or result from any failure of the Club to perform its covenants hereunder, or from any use of said property by the Club, its employees, members or

anyone else. This indemnity agreement shall further include damage by fire or otherwise from whatever cause and whether or not it originates on said property. The Club shall at all times during the effective period of the within license, carry public liability and property damage insurance and workmen's compensation insurance in a company or companies satisfactory to Consolidated. The limits for such insurance shall be \$250,000.00 and \$1,000,000.00 for public liability (that is, \$250,000.00 for injury or death to one person, arising out of each accident, and \$1,000,000 for injury or death to two or more persons, arising out of each accident), and \$50,000.00 for damage to property. Said insurance shall be otherwise in form and substance satisfactory to Consolidated and the policy evidencing such coverage (or a certificate issued by the insurer) shall be deposited with Consolidated at all times during which this agreement remains in effect. Should the Club fail to obtain insurance as herein required, then Consolidated may terminate this agreement immediately or it may purchase such insurance as agent for the Club and bill the Club therefor. In such event the Club shall promptly pay Consolidated therefor.

4. The Club shall at all times be possessed of all required permits or other valid authority for the conduct on said property of the activities herein authorized.

5. The Club shall exercise every precaution in the operation of the target range. Consolidated shall have the right to require additional precautions to be taken, but shall not be obligated to make any inspection of safety measures and shall not be liable for injury or damage resulting from any accident on the property whether or not caused by the negligence of the Club,

its members, or any persons using the premises for the purpose for which this license is granted.

6. The Club shall keep Consolidated advised in writing at all times of the names and addresses of the Club's officers. Any notice required hereunder, or as a result of Consolidated granting the within license, may be served by mailing the same to any of said officers. Should the Club attempt to dissolve upon less than ninety (90) days' notice to Consolidated, then any notice required or permitted hereunder from Consolidated to the Club may be given to any officer of the Club on the list last placed on file with Consolidated.

7. The Club shall not make any further improvements on the property without the prior written consent of Consolidated in each instance.

8. The Club will make every reasonable effort to permit regular and adequate use of the property, without charge, by the San Gabriel Valley Junior Gun Club and/or other junior and/or military organizations.

9. Upon the termination, cancellation, or revocation of the within license in any manner or for any reason, the Club shall promptly place the property in a condition satisfactory to Consolidated and remove any or all buildings placed thereon by the Club at Consolidated's option; provided, however, that the Club may, if not in default hereunder, at its option and expense, remove improvements installed by the Club if such improvements are used exclusively for shooting purposes, and if such removal is accomplished within five (5) days of such termination, cancellation, or revocation. Should the Club fail to

comply with the provisions of this paragraph, Consolidated may, at its option, do so on behalf of the Club and the Club will repay Consolidated the expense thereof on demand.

IN WITNESS WHEREOF, the parties hereto have affixed their names and the seal of said corporation the day and year first hereinabove written.

CONSOLIDATED ROCK PRODUCTS CO.

By *Robt. Mitchell*  
ROBT. MITCHELL President



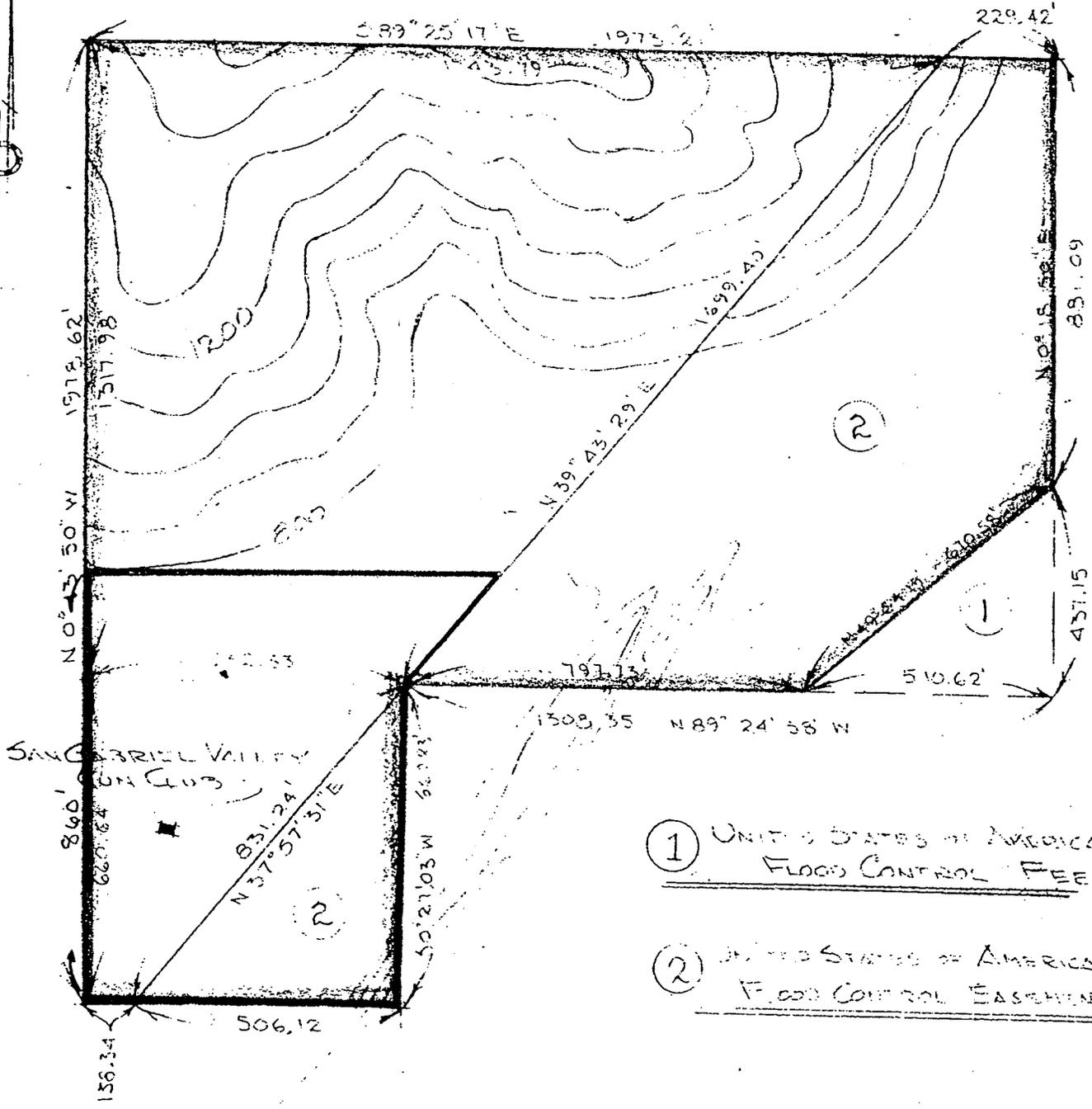
By *S. F. Whaley*  
S. F. WHALEY Secretary

SAN GABRIEL VALLEY GUN CLUB

By *Verne J. Bunker*  
President

By *A. C. Douglas*  
Secretary

N



① UNITED STATES OF AMERICA FLOOD CONTROL FEE

② UNITED STATES OF AMERICA FLOOD CONTROL EASEMENT

EXHIBIT "A"

CONSOLIDATED ROCK PRODUCTS CO.  
2730 SO. ALAMEDA ST. LA. CAL.

FISH CANYON PROPERTY  
C.R.P. Co., Owners

**EXHIBIT D**

LEASE

This lease is entered into at Los Angeles, California as of the 12<sup>th</sup> day of September, 1961 by and between CONSOLIDATED ROCK PRODUCTS CO., a Delaware corporation (hereinafter called "Landlord") and SAN GABRIEL VALLEY GUN CLUB, a California non-profit corporation (hereinafter called "Tenant").

Recitals

A. Tenant is organized for the purpose of teaching and fostering the respect for, and safe operation of fire arms and the development of knowledge and skill in their use; the organizing and training of young people for these purposes; providing training and safety courses and facilities for the public use; cooperating with military and law enforcement agencies and providing facilities for their use; maintaining a Hunter Safety Program in cooperation with the California Department of Fish and Game; and generally providing facilities for public recreation, instruction, national defense and the encouragement of safety and good sportsmanship.

B. Landlord and Tenant desire to enter into a lease from the former to the latter of certain real property located in the County of Los Angeles, State of California, described in Exhibit "A" attached hereto and made a part hereof (with improvements now or hereafter located thereon hereinafter called the "Property", said improvements having been made

or to be made by Tenant) on the terms and conditions set forth therein. A plat of the Property is attached hereto as Exhibit "B" and made a part hereof.

C. The parties now desire to cancel and terminate an existing license agreement between the parties hereto as of midnight, May 31, 1961

Agreement

In consideration of the above recitals and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Termination of Prior Agreement: The license agreement made and entered into as of the 1st day of January, 1958 by and between the parties hereto is hereby terminated by the execution of this lease.
2. Term: The term of this lease as to the Property shall begin on the first day of the month following the execution thereof, and shall continue for ten (10) years from said date to and including the 1<sup>st</sup> day of September 1971 unless otherwise terminated as set forth herein.
3. Rental: Tenant shall pay Landlord rent of Three Hundred Dollars (\$300.00) per month for the term hereof, payable on the 1st day of September, 1961 and thereafter on the first day of each calendar month.
4. Construction of Buildings and Other Improvements: Tenant may construct or cause to be constructed upon the Property buildings and other improvements which are normally used by similar organizations for the purpose of training, instruction, target practice and closely related activities. In addition, Tenant may construct or cause to be constructed

upon the Property a building to be used as a meeting hall for its activities, provided the plans and specifications and the financing for such construction are first approved by Landlord, which approval shall not be unreasonably withheld. Landlord may file a notice of non-responsibility with respect to such construction of such meeting hall and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, costs and expenses (including reasonable attorneys' fees) arising from any act, omission or negligence of Tenant or its contractors, licensees, agents, or employees, or arising from any accident, injury or damage whatsoever caused by any person or property occurring in, on or about the Property in any way related to or connected with construction of such facilities.

Within not more than thirty (30) days of the end of the term hereof, Tenant shall (a) remove any and all buildings and/or other improvements from the Property, and (b) continue to pay rent at the rate provided for in paragraph 3 hereof until such removal is completed. If Tenant fails to accomplish such removal, Landlord may remove any and all such buildings and/or other improvements at Tenant's expense.

5. Use of the Property: Tenant shall use the Property only and exclusively for carrying on and operating safety training and target practice and closely related activities. In the operation of its target ranges, Tenant shall exercise every possible precaution. At no time shall Tenant conduct or permit the conduct of any unlawful activities on the premises.

6. Insurance: Tenant shall carry and maintain in force at all times during the term of this lease and at its

expense (a) Workmen's Compensation insurance as required under the Workmen's Compensation Laws of the State of California, (b) comprehensive liability insurance, including property damage, and (c) fire insurance with extended coverage, all in companies, form and amounts which are adequate under all of the circumstances at the time and acceptable to Landlord. Said liability and fire insurance shall insure Tenant and Landlord as their interests may appear. Said liability and property damage insurance shall, at the beginning of the term hereof, have the following limits:

(a) \$250,000 injury or death to one person arising out of each accident;

(b) \$1,000,000 for injury or death to two or more persons arising out of each accident; and

(c) \$50,000 for damage to property.

Tenant will provide Landlord with certificates of insurance from the insurers, together with a letter from the insurers, which states that such insurance shall not be cancelled except after ten (10) days' notice in writing to Landlord. If Tenant fails to obtain insurance as required herein, then Landlord may without any obligation to do so purchase such insurance as agent for Tenant. Upon notice of such purchase, Tenant shall thereafter promptly reimburse Landlord for the cost of such insurance.

7. Right to Quarry: During the term of this lease Landlord or its assignees shall have the right to quarry on the area adjacent to the Property by blasting or any other method, within the discretion of Landlord. If it should appear

that contemplated quarrying operations might, in Landlord's judgment, bring about a hazardous condition, Landlord will inform Tenant of its proposed activities and the parties will endeavor to agree upon safety precautions. If the quarrying operations cannot, in Landlord's sole judgment, be carried on without curtailment or shutting down of Tenant's use of the said Property, after the parties in good faith have attempted to resolve this problem, then Tenant's use shall be curtailed or shut down accordingly and during any period in which Tenant's activities are so curtailed or shut down, the rent payable under this lease shall be subject to equitable reduction.

8. Curtailment of Activities: If the activities of Tenant are substantially curtailed or shut down by competent authority, Tenant may terminate this lease by giving written notice of such termination to Landlord and by removing all buildings and other improvements from the Property within one hundred and twenty (120) days of such written notice. The effective date of such termination shall be that date on which all, or substantially all, of such buildings and other improvements are removed.

9. Taxes and Assessments: Tenant shall pay to Landlord any and all real property taxes and assessments on or attributable to the Property which exceed for any year during the term hereof that amount assessed for the tax year 1960-61. In addition, Tenant shall pay to Landlord any and all real property taxes and assessments on or attributable to any buildings or other improvements now or hereafter located on the Property. Such payments shall be made in cash

and prior to the date such taxes become due and payable.

10. Utilities: Tenant shall pay, during the term hereof, all water rates, rents or charges, all electric, gas, or other lighting and heating charges, and any and every other charge, lien or expense accruing during the term hereof in connection with the Property.

11. Termination on Account of Insolvency or Receivership: If any adjudication of bankruptcy or insolvency be made or rendered against Tenant, or if a receiver of the business or assets of Tenant should be appointed, or in the event an attachment or execution is levied on the business or assets of Tenant and such attachment and/or execution is not removed within thirty (30) days, or in the event of any sale or attempted sale of the leasehold interest hereby created under or by virtue of any execution or other legal or judicial order or authority, the Landlord may, at its option, thereupon and upon the happening of any such event immediately terminate this lease and remove the Tenant and all of Tenant's property from the Property, and no person, firm or corporation shall have any right to use, possess or occupy the Property or any part thereof under or by virtue of any matters or things herein in this paragraph set forth without the written consent of Landlord first had and obtained; provided, however, Tenant may elect to contest any such attachment or execution by giving Landlord within such 30-day period, such bond or other indemnity against such attachment or execution as shall be satisfactory to Landlord, in which event Landlord shall not terminate this lease by reason of such attachment or execution.

Tenant may not without the written consent of Landlord first had and obtained mortgage, hypothecate or encumber

the leasehold interest hereby created, and in the event the same is mortgaged, encumbered or hypothecated contrary to the provisions hereof no purchaser at any foreclosure sale shall acquire any interest in the Property, or any part thereof.

12. Remedies Upon Default: Should default be made in the payment of any of the rents or other moneys provided to be paid hereunder as and when the same become due, or Tenant or any of Tenant's agents or employees violate any of the terms or conditions of this lease as herein set forth, or Tenant move out, vacate or abandon the Property or any part thereof, Landlord shall have the option to declare immediately due and payable all remaining unpaid rent and/or the Landlord may, in addition thereto, have the following rights and remedies, to wit: the Landlord may without notice or process of law re-enter and take possession of the Property, remove Tenant's property therefrom, place Tenant's property in storage in a public warehouse at the expense and risk of Tenant, make any repairs, changes, alterations or additions in or to the Property which may be necessary or convenient, relet the Property or any part thereof on such terms, conditions and rentals as Landlord may deem proper and/or Landlord may, at Landlord's option, either terminate and cancel this lease, or the Landlord may apply the proceeds that may be collected from said reletting less the expense of so doing, including the cost of any such repairs or alterations, upon the rent to be paid by Tenant, and hold Tenant for any balance that may be due under this lease. Tenant hereby waives all claims for damages to the Property or otherwise that may be caused by

Landlord in re-entering and taking possession of the Property as herein provided. The Landlord shall in no event be liable for any loss, theft, damage or injury to the Property or person of Tenant or any occupant of the Property.

13. Right of Entry: Landlord hereby expressly reserves the right for itself and its agents at all reasonable times during the term hereof to enter upon the Property for the purpose of inspecting the same and activities of Tenant or others (with or without Tenant's consent) being conducted thereon.

14. Holding Over: If Tenant should remain in possession of the Property after the expiration of the term and without executing a new lease, then Landlord may, at its option, treat such holding over as a tenancy at will, subject to all the conditions and obligations of this lease.

15. Eminent Domain: If the Property or any portion thereof shall be taken under the power of eminent domain, Landlord shall be entitled to any and all proceeds arising therefrom, excepting any proceeds relating to improvements erected by Tenant.

16. Attorneys' Fees: If Tenant defaults in the performance of any of the terms of this lease, Landlord shall be entitled to all costs, expenses and attorneys' fees incurred by Landlord in connection therewith.

17. Waiver of Default: A waiver by Landlord of any default by Tenant in the performance of any of the covenants, terms and conditions herein on the part of Tenant to be performed shall not be considered or treated as a waiver of any subsequent or other breach or default by Tenant of the same, or of any other covenant, term or condition hereof.

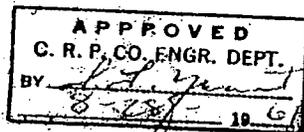
16 Notices: Any notices which are required or permitted to be given hereunder shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and properly addressed to the other party at its address indicated as follows:

Consolidated Rock Products Co.  
2730 South Alameda Street  
Vernon, California

San Gabriel Valley Gun Club  
4001 Fish Canyon Road  
Duarte, California

19. Assignments and Subletting: This lease shall not be assigned by Tenant, and Tenant shall not sublet the Property or any part thereof without the prior written consent of Landlord.

IN WITNESS WHEREOF, this lease has been executed by Landlord, and Tenant has caused this lease to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed as of the 17<sup>th</sup> day of August, 1961.



CONSOLIDATED ROCK PRODUCTS CO.

By [Signature]  
G. C. Best, President

By [Signature]  
"Landlord" William Jenkins  
Assistant Secretary

SAN GABRIEL VALLEY GUN CLUB

By [Signature] - PRES.

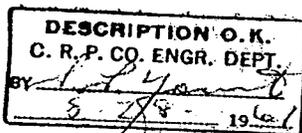
By [Signature], Secretary  
"Tenant"

LEGAL DESCRIPTION  
for  
SAN GABRIEL VALLEY GUN CLUB LEASE

That portion of the South Half of the Northwest Quarter and of the Northwest Quarter of the Southwest Quarter of Section 22, Township 1 North, Range 10 West S.B.M., in the County of Los Angeles, State of California, more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 22; thence South  $0^{\circ} 27' 03''$  West 660.83 feet along the Easterly line of said Northwest Quarter of said Southwest Quarter to a point; thence North  $89^{\circ} 23' 15''$  West 664.46 feet; thence North  $0^{\circ} 13' 30''$  West 750.00 feet; thence North  $53^{\circ} 33'$  East 950.00 feet; thence South  $89^{\circ} 24' 38''$  East 700 feet; thence Southerly to a point in the Northerly line of said Southwest Quarter which is distant Westerly 510.62 feet from the center of said Section 22; thence Westerly to the point of beginning.

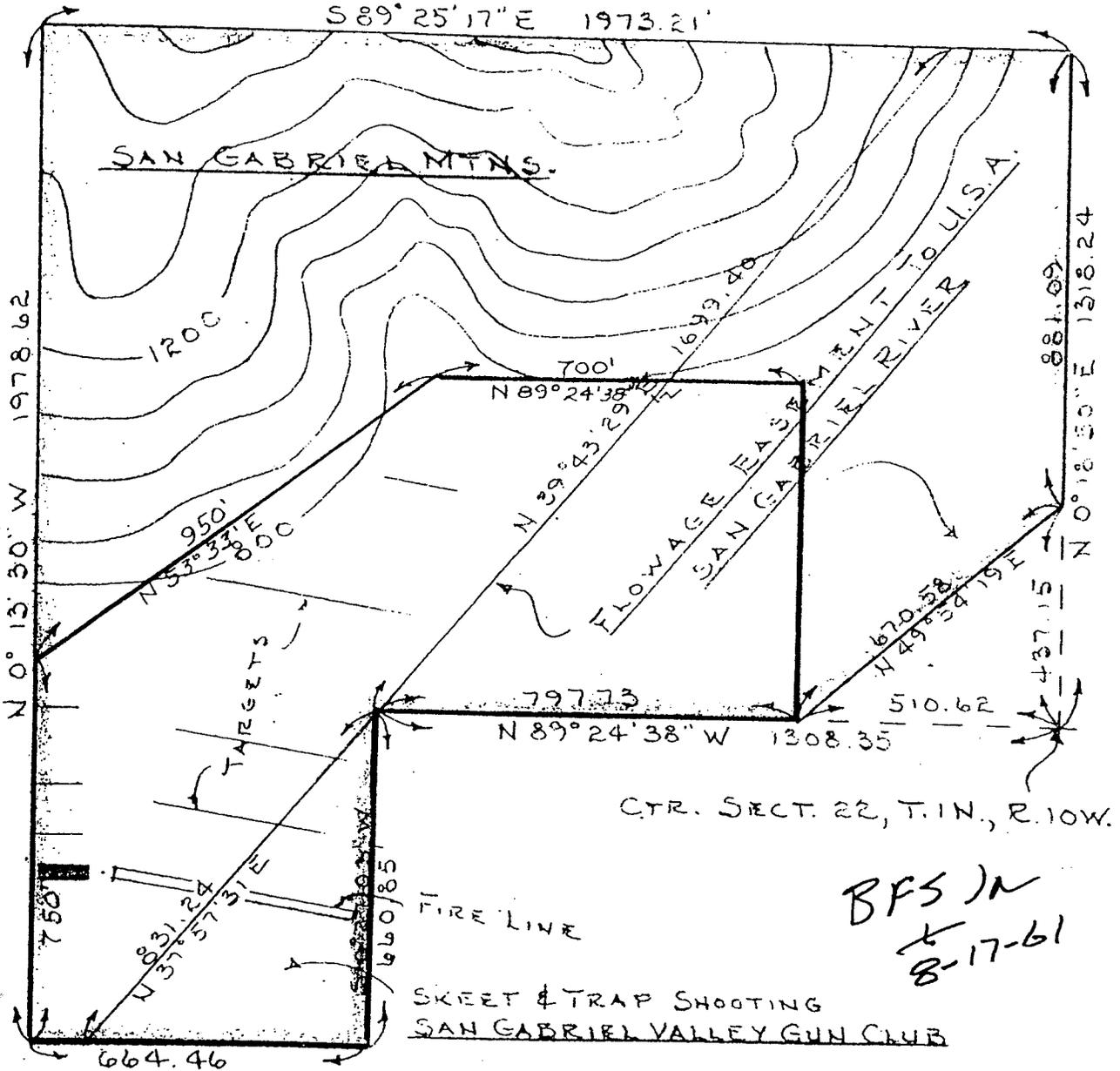
SUBJECT THERETO a flowage easement to the U.S.A. recorded as Summons No. 7302-B, Federal District Court, dated January 8, 1951.



BFS JN  
8-17-61

EXHIBIT "A"

SCALE: 1" = 500'



56.6± ACRES

CONSOLIDATED ROCK PRODUCTS CO.

2730 So. Alameda St. L.A. Calif.

FISH CANYON PROPERTY

PLOT PLAN

EXHIBIT "B"

12-11-59-SC

## **EXHIBIT E**

LEASE

THIS LEASE entered into as of the 11<sup>th</sup> day of December, 1970, by and between Consolidated Rock Products Co., a Delaware corporation, (hereinafter called "Landlord") and San Gabriel Valley Gun Club, a California non-profit corporation, (hereinafter called "Tenant").

Recitals

A. Tenant is organized for the purpose of teaching and fostering the respect for, and safe operation of firearms and the development of knowledge and skill in their use; the organizing and training of young people for these purposes; providing training and safety courses and facilities for the public use; cooperating with military and law enforcement agencies and providing facilities for their use; maintaining a Hunter Safety Program in cooperation with the California Department of Fish & Game; and generally providing facilities for public recreation, instruction, national defense and the encouragement of safety and good sportsmanship.

B. Landlord and Tenant desire to enter into a lease from the former to the latter of certain real property located in the County of Los Angeles, State of California, described in Exhibit "A", attached hereto and made a part hereof (with improvements now or hereinafter located thereon, hereinafter called the "Property", said improvements having been made or to be made by Tenant) on the terms and conditions set forth herein. A plat of the Property is attached hereto as Exhibit "B" and made a part hereof.

C. The parties desire concurrently with the execution of this lease to cancel and terminate the existing lease agreement between the parties hereto.

Agreement

In consideration of the above recitals and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Termination of Prior Agreement: The lease agreement made and entered into as of the 1st day of September, 1961, by and between the parties hereto, is hereby terminated and cancelled by the execution of this lease.

2. Term: The term of this lease shall be for a period of five (5) years beginning on *December 11*, 1970, and ending on midnight, *December 11*, 1975, unless otherwise terminated as set forth herein. The parties understand that Tenant is entering into a lease for certain adjacent property with the Secretary of the Army. That lease provides, among other things, that it may be terminated by either party at any time. Since Tenant requires the use of both the Property herein and the property described in the lease with the Secretary of the Army for its purposes, it is agreed that if the lease with the Secretary of the Army is terminated by the Secretary of the Army, Tenant shall have the option to cancel and terminate this lease by giving written notice of such termination to Landlord and by removing all buildings and other improvements from the Property within one hundred twenty (120) days of such written notice. The effective date of such termination shall be that date on which all, or substantially all, of such buildings and other improvements are removed and Tenant shall continue to pay rent at the rate provided in paragraph 3 hereof until such removal is completed.

3. Rental: Tenant shall pay Landlord rent of Two Hundred Fifty Dollars (\$250.00) per month for the term hereof, payable in advance on the first day of each calendar month. If the term of this lease shall commence on a day other than the first day of a calendar month, then on the day of commencement Tenant shall pay to Landlord a pro-rata portion of said monthly rent for the balance of said month.

4. Use of the Property: Tenant shall use the property only as a Pistol, Rifle, Trap and Skeet Range and closely related purposes. In the operation of its ranges, Tenant shall exercise every possible precaution. Tenant shall comply with all applicable laws, ordinances, and regulations of the State, County and Municipality wherein the Property is located, with regard to construction, sanitation, licenses or permits to do business, and all other matters.

5. Improvements and Repair: Tenant has thoroughly examined the Property and in executing this agreement, relies exclusively upon its own investigation as to the condition and suitability thereof. Tenant accepts the Property in the "as is" condition at the commencement of this lease agreement. Landlord shall not be required to construct or reconstruct any improvements on the Property, nor maintain or make repairs to improvements located upon the Property, and Tenant expressly waives any and all of its rights under Sections 1932, 1933, 1941 and 1942 of the Civil Code of the State of California as to improvements or repairs.

Within not more than thirty (30) days of the end of the term hereof, Tenant shall (a) remove any and all buildings and/or other improvements from the Property, and (b) continue to pay rent at the rate provided for in paragraph 3 hereof until such removal is completed. If Tenant fails to accomplish such removal, Landlord may remove any and all such buildings and/or improvements at Tenant's expense, and no claim for damages against Landlord shall be created by or made on account of such removal.

6. Taxes: Tenant shall pay all taxes on all personal property belonging to or used by Tenant on the Property. Tenant shall pay Landlord, as additional rental, within thirty (30) days after receipt of a written statement from Landlord setting forth the amount thereof, the amount of all taxes and assessments (including but not limited to, any tax or excise on rents levied or assessed against Landlord as a result of Landlord's ownership of this lease or of the rents accruing hereunder) applicable to the Property for a period within the term hereof.

7. Insurance: Tenant at its sole cost and expense shall carry and maintain in force at all times during the term of this lease (a) compensation insurance as required under the Workmen's Compensation Laws of the State of California, covering all of Tenant's employees with waiver of subrogation as to Landlord, (b) comprehensive liability insurance, including property damage, and (c) fire insurance with extended coverage, all in companies, form and amounts which are adequate under all of the circumstances at the time and acceptable to Landlord. Said liability and fire insurance shall

insure Tenant and Landlord as their interests may arise. Said liability and property damage insurance shall at the beginning of the term hereof, have the following limits:

(a) \$250,000.00 injury or death to one person arising out of each accident;

(b) \$1,000,000.00 for injury or death to two or more persons arising out of each accident; and

(c) \$50,000.00 for damage to property.

All such public liability and property damage policies shall contain the following provision or provisions substantially identical thereto, to-wit: "The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgment made or brought by or in favor of any other insured or by or in favor of any employee of such other insured". Certified copies of such insurance policies shall at all times be supplied to Landlord. Tenant shall immediately notify Landlord of any lapse, termination or cancellation, actual or contemplated, of such policies. All policies shall be subject to revision in the event that Tenant's activities change to such an extent as to make additional protection to Landlord necessary.

8. Indemnification: Tenant, as a material part of the consideration for Landlord's execution of this agreement, covenants with Landlord that Landlord shall not be liable for any damage or liability of any kind or for any damage or injury to persons or property during the term of this agreement from any cause whatsoever by reason of the use, occupation, and enjoyment of the Property by Tenant, and Tenant shall indemnify and hold harmless Landlord from all liability whatsoever on account of any such damage or injury.

Upon termination of this agreement either by cancellation by Landlord or Tenant or by any default of Tenant in the performance of the covenants and conditions contained in this agreement, Tenant agrees to

surrender immediate possession of the Property to Landlord, and if that is not immediately done, Tenant shall pay Landlord all the damages allowed by law where a Tenant wrongfully holds over beyond termination of his tenancy and will indemnify Landlord against all claims made by any succeeding tenant against Landlord, founded upon delay by the Landlord in delivering possession of the Property to said succeeding tenant, so far as such delay is occasioned by failure of Tenant so to surrender the Property.

Tenant shall at all times keep the Property free and clear of mechanic's materialmen's and other liens and all charges, claims and encumbrances caused or created by Tenant or anyone claiming through or under Tenant. Tenant shall indemnify and hold harmless Landlord from all liens, charges, claims, encumbrances, losses, penalties, damages and costs, including reasonable attorneys' fees, caused by or attributable to Tenant's failure to pay rent or to any other act or omission of Tenant, his employees, agents, subtenants, invitees or customers.

9. Utilities: Tenant shall pay, during the term hereof, all water rates, rents or charges, all electric, gas, or other lighting and heating charges, and any and every other charge, lien or expense accruing during the term hereof in connection with the Property.

10. Right of Entry: Landlord hereby expressly reserves the right for itself and its agents at all reasonable times during the term hereof, to enter upon the Property for the purpose of inspecting the same and activities of Tenant or others (with or without Tenant's consent) being conducted thereon.

11. Eminent Domain: If the Property or any portion thereof shall be taken under the power of eminent domain, Landlord shall be entitled to any and all proceeds arising therefrom, excepting any proceeds relating to improvements erected by Tenant.

A sale under threat of condemnation shall be deemed a taking under the power of eminent domain.

12. Default: If one or more of the following events shall occur:

(a) Tenant shall default in the payment of rent or in the payment of any sum due and owing by Tenant to Landlord and shall fail

to rectify said [redacted] it within fifteen (15) days after [redacted], served with written notice thereof by Landlord;

(b) Tenant shall make an assignment for the benefit of creditors;

(c) Tenant shall file a petition or answer seeking reorganization or arrangement under any of the laws of the United States relating to bankruptcy or any other applicable statute;

(d) An attachment or execution shall be levied upon Tenant's property or interest under this lease, and shall not be satisfied or released within thirty (30) days thereafter unless Tenant protects Landlord by bond or other security;

(e) An involuntary petition in bankruptcy shall be filed against the Tenant, or a receiver or trustee for all or any part of the Property of Tenant shall be appointed by any court, and such petition shall not be withdrawn, dismissed or discharged, or such receiver or trustee removed, within sixty (60) days from the filing or appointment thereof; or

(f) Default shall be made in the performance or observance of any other covenant, agreement, obligation, provision or condition to be performed or kept by Tenant under the terms and provisions of this lease and such default shall continue for thirty (30) days after written notice thereof given by Landlord to Tenant;

then and in any or either of such events the Landlord may, at its option, terminate this lease by serving written notice thereof on Tenant, and, with or without process of law, reenter and take complete possession of the Property, and with or without process of law remove all persons therefrom, and all right, title and interest of the Tenant, in and to the Property shall immediately thereupon cease and terminate, and the Tenant hereby covenants in such event to peacefully and quietly yield up and surrender the Property to Landlord within ten (10) days after service of such notice and to execute and deliver to Landlord such instrument or instruments as will properly evidence termination of its rights hereunder and its interest herein, as shall be required by Landlord. In the event that Landlord after default reenters

and takes complete possession of the property and with or without process of law removes persons and property therefrom, the Landlord shall not be responsible for the care or safety of such property so removed and Tenant waives all claims for loss or damage which might be incurred in such event.

In the event of any such default on the part of Tenant, Landlord shall not be required to terminate this lease but Landlord may, at its option, reenter the Property as aforesaid and occupy or lease the whole or any part thereof at any time and from time to time for and on account of Tenant or otherwise, on such terms and conditions and for such rent as Landlord may deem proper, and may collect said rent or any other rent that may thereafter become payable and apply the same first to the payment of such expenses as Landlord may have paid or incurred in recovering possession of the Property, placing the same in good order and condition, and reletting the same, including attorneys' fees and real estate commissions, and then to the payment of such amounts as may then or thereafter be due from Tenant to Landlord. Should such rental be less than that herein agreed to be paid by Tenant, Tenant agrees to pay such deficiency to Landlord, in advance, on the day of each month hereinbefore specified for payment of rental and to pay to Landlord, forthwith upon any such reletting, the costs and expenses Landlord may incur by reason thereof. Landlord shall not be deemed to have terminated this lease, or the liability of Tenant to pay the rent thereafter to accrue, or Tenant's liability for damages, by any action in unlawful detainer, or otherwise, unless Landlord notifies Tenant in writing that it has elected to terminate this lease; and Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State of California and the surrender of possession by Tenant pursuant to such notice shall not (unless Landlord elects to the contrary in writing at the time of or at any time subsequent to the service of such notice) be deemed to be a termination of this lease. Nothing herein contained shall be construed as obligating Landlord to lease the whole or any part of the Property.

Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until it shall have failed to perform or commence performance of such obligation within thirty (30) days after its receipt of written notice from Tenant specifying wherein Landlord has failed to perform such obligation.

13.  Holding Over : Should Tenant hold over or continue in possession of the Property after the term hereof with the consent of Landlord thereto, either expressed or implied, such holding over shall be considered a tenancy from month to month, subject to all the conditions and restrictions of this lease, and Tenant agrees to pay rent therefor at the monthly rental provided in paragraph 3 hereof.

Any holding over by Tenant without the consent of Landlord either expressed or implied, after the time within which it is so required to surrender the said Property shall be deemed to be a tenancy from day to day, and Tenant shall pay the Landlord the sum of One Hundred Dollars (\$100.00) per day as rent therefor until such surrender shall have been fully accomplished.

14.  Attorneys' Fees : If Tenant defaults in the performance of any of the terms of this lease, Landlord shall be entitled to all costs, expenses and Attorneys' fees incurred by Landlord in connection therewith.

15.  Assignments and Subletting : This lease shall not be assigned by Tenant, and Tenant shall not sublet the Property or any part thereof without the prior written consent of Landlord.

16.  Notices : Whenever in this lease it shall be required that notice or demand be given or served by either party to this lease, such notice or demand shall be in writing and shall be delivered personally or forwarded by mail, postage prepaid, addressed as follows:

To Landlord: Consolidated Rock Products Co.  
2730 S. Alameda Street  
Los Angeles, California 90054

To Tenant: San Gabriel Valley Gun Club  
4001 Fish Canyon Road  
Duarte, California

or elsewhere, as the respective parties may from time to time designate in writing. Any notice given by Registered Mail shall be deemed to have been given not later than twenty-four (24) hours after having been deposited in the U. S. Mails.

17. Right to Quarry: During the term of this lease Landlord or its assignees shall have the right to quarry on the area adjacent to the Property by blasting or any other method, within the discretion of Landlord. If it should appear that contemplated quarrying operations might, in Landlord's judgment, bring about a hazardous condition, Landlord will inform Tenant of its proposed activities and the parties will endeavor to agree upon safety precautions. If the quarrying operations cannot, in Landlord's sole judgment, be carried on without curtailment or shutting down of Tenant's use of the said Property, after the parties in good faith have attempted to resolve this problem, then Tenant's use shall be curtailed or shut down accordingly and during any period in which Tenant's activities are so curtailed or shut down, the rent payable under this lease shall be subject to equitable reduction.

18. Cumulative Remedies: The various rights and remedies given to or reserved by Landlord by this lease, or allowed by law, shall be cumulative, and no delay or omission by Landlord to exercise any of its rights shall be construed as a waiver of any default or acquiescence therein. Nor shall any waiver by Landlord of any breach of any provision of this lease be deemed for any purpose to be a waiver of any breach of any other provision thereof, nor of any continuing or subsequent breach of the same provision.

19. Entire Agreement: This lease contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, or to any employee or agent of any party hereto, which is not contained herein shall be binding and valid.

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease agreement as of the day and year first above written.

APPROVED AS TO FORM

BY [Signature]  
12/9 1970

APPROVED  
C. R. P. CO. PROPERTY MGR.  
BY [Signature]  
12/9 1970

CONSOLIDATED ROCK PRODUCTS CO.

By [Signature] PRESIDENT



By [Signature] SECRETARY  
"Landlord"

SAN GABRIEL VALLEY GUN CLUB

By [Signature] Pres.

By [Signature] Secy.  
"Tenant"

LEGAL DESCRIPTION  
FOR  
SAN GABRIEL VALLEY GUN CLUB LEASE

That portion of the South Half of the Northwest Quarter and of the Northwest Quarter of the Southwest Quarter of Section 22, Township 1 North, Range 10 West S.B.M., in the County of Los Angeles, State of California, more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 22; thence South  $0^{\circ} 27' 03''$  West 660.83 feet along the Easterly line of said Northwest Quarter of said Southwest Quarter to a point; thence North  $89^{\circ} 23' 15''$  West 664.46 feet; thence North  $0^{\circ} 13' 30''$  West 750.00 feet; thence North  $53^{\circ} 33'$  East 950.00 feet; thence South  $89^{\circ} 24' 38''$  East 700 feet; thence Southerly to a point in the Northerly line of said Southwest Quarter which is distant Westerly 510.62 feet from the center of said Section 22; thence Westerly to the point of beginning.

Except therefrom the following described parcels:

Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 22; thence South  $0^{\circ} 27' 03''$  West 660.83 feet along the Easterly line of said Northwest quarter of said Southwest quarter; thence North  $89^{\circ} 23' 15''$  West 506.12 feet; thence North  $37^{\circ} 57' 31''$  East 831.24 feet to the point of beginning.

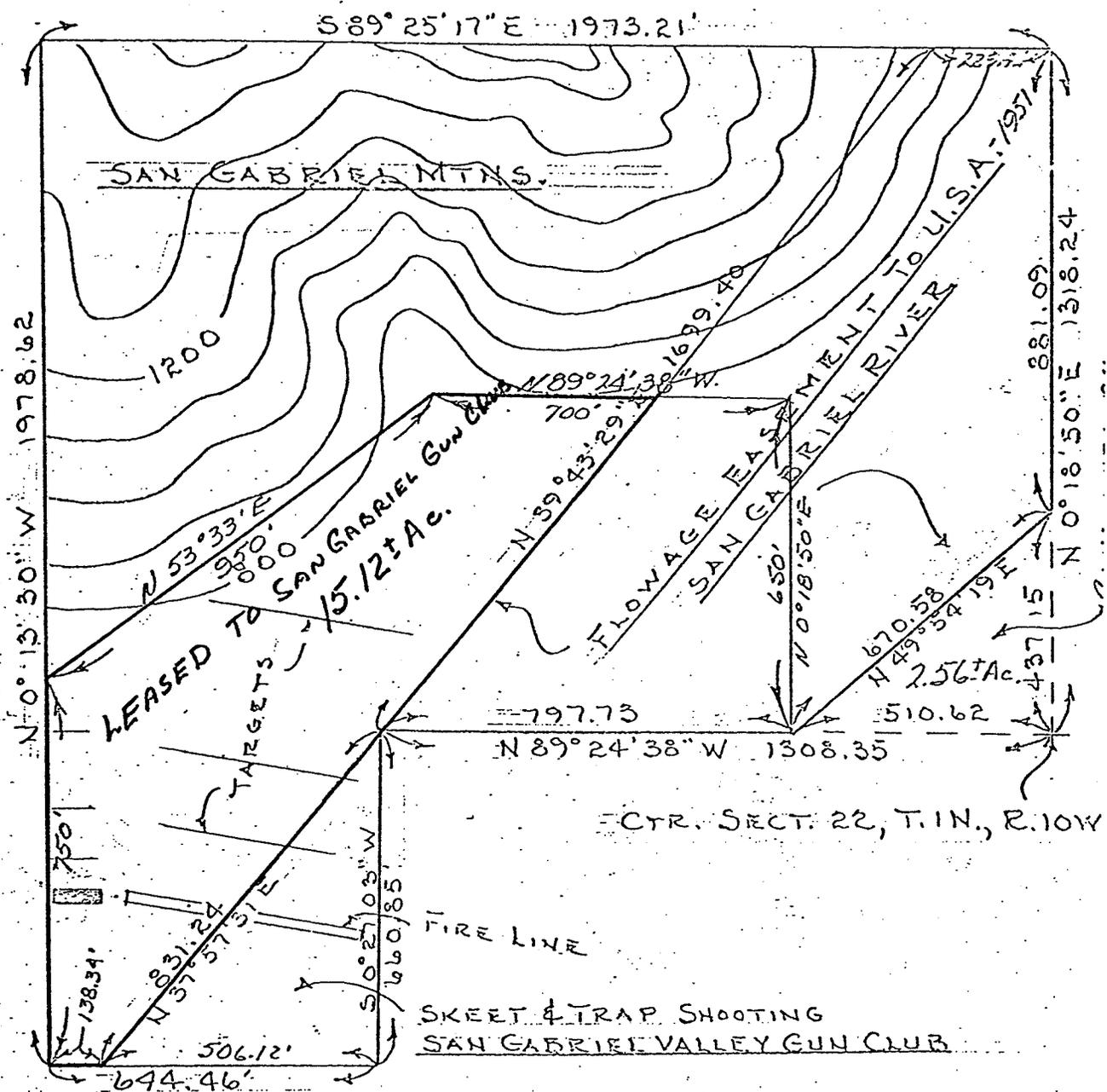
Containing 3.84 acres, more or less.

Beginning at a point in the south line of said Northwest quarter of Section 22, distant on said line North  $89^{\circ} 24' 38''$  West 510.62 feet from the center of said Section 22; thence North  $89^{\circ} 24' 38''$  West 797.73 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 22; thence North  $39^{\circ} 43' 29''$  East 1699.40 feet to a point in the north line of said Southeast quarter of the Northwest quarter of Section 22; thence South  $89^{\circ} 25' 17''$  East 229.42 feet along said north line to the Northeast corner of said Southeast quarter of the Northwest quarter of Section 22; thence South  $0^{\circ} 18' 50''$  West along the east line of said Northwest quarter of Section 22 a distance of 881.09 feet to a point in said line distant thereon North  $0^{\circ} 18' 50''$  East 437.15 feet from said center of Section 22; thence South  $49^{\circ} 54' 19''$  West 670.58 feet to the point of beginning.

Containing 20.71 acres, more or less.

EXHIBIT A

SCALE 1" = 800'



- 70.07± Ac. ORIG. PARCEL
- 2.56± Ac. CONDEMNED 1951-U.S.A.
- 24.55± Ac. CONDEMNED IN FEE 1968-69
- 42.96± Ac. REMAINING

CONSOLIDATED ROCK PRODUCTS  
 2730 So. Alameda St. L.A. Calif.  
FISH CANYON PROPERTY  
PLOT PLAN

12-11-59-SL  
 REV. 6-15-70 - GHW.

# EXHIBIT B

## **EXHIBIT F**

L E A S E

THIS LEASE ENTERED INTO as of the 11 day of DECEMBER, 1977, by and between CONROCK CO., a Delaware corporation (hereinafter called "Landlord"); and, SAN GABRIEL VALLEY GUN CLUB, a California non-profit corporation (hereinafter called "Tenant").

Recitals

A. Tenant is organized for the purpose of teaching and fostering the respect for, and safe operation of firearms and the development of knowledge and skill in their use; the organizing and training of young people for these purposes; providing training and safety courses and facilities for the public use; cooperating with military and law enforcement agencies and providing facilities for their use; maintaining a Hunter Safety Program in cooperation with the California Department of Fish & Game; and generally providing facilities for public recreation, instruction, national defense and the encouragement of safety and good sportsmanship.

B. Landlord and Tenant desire to enter into a lease from the former to the latter of certain real property located in the County of Los Angeles, State of California, described in Exhibit "A", attached hereto and made a part hereof (with improvements now or hereinafter located thereon, hereinafter called the "Property", said improvements having been made or to be made by Tenant) on the terms and conditions set forth herein. A plat of the Property is attached hereto as Exhibit "B" and made a part hereof.

Agreement

In consideration of the above recitals and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Lease: For and in consideration of the performance of the covenants, conditions and promises hereinafter agreed to be performed by Tenant and the payment of the rental hereinafter specified, Landlord, subject to the terms and conditions hereinafter set forth does hereby lease to Tenant the Property.

2. Term: The term of this Lease shall be for a period of ten (10) years beginning on December 11, 1977, and ending on midnight, December 10, 1987, unless otherwise terminated as set forth herein. The parties understand that Tenant is entering into a lease for certain adjacent property with the Secretary of the Army. That Lease provides, among other things, that it may be terminated by either party at any time. Since Tenant requires the use of both the Property herein and the property described in the lease with the Secretary of the Army for its purposes, it is agreed that if the Lease with the Secretary of the Army is terminated by the Secretary of the Army, Tenant shall have the option to cancel and terminate this Lease by giving written notice of such termination to Landlord and by removing all buildings and other improvements from the Property within one hundred twenty (120) days of such written notice. The effective date of such termination shall be that date on which all, or substantially all, of such buildings and other improvements are removed and Tenant shall continue to pay rent at the rate provided in Paragraph 3 hereof until such removal is completed. In the event Tenant does not exercise such option, this Lease will endure according to its terms.

3. Rental: Tenant shall pay Landlord rent of Two Hundred Seventy-Five Dollars (\$275.00) per month for the term hereof, payable in advance on the first day of each calendar month. If the term of this Lease shall commence on a day other than the first day of a calendar month, then on the day of commencement Tenant shall pay to Landlord a pro-rata portion of said monthly rent for the balance of said month.

4. Use of Property: Tenant shall use the property only as a Pistol, Rifle, Trap and Skeet Range and closely related purposes. In the operation of its ranges, Tenant shall exercise every possible precaution. Tenant shall comply with all applicable laws, ordinances, and regulations of the State, County and Municipality wherein the Property is located, and the United States with regard to construction, sanitation, licenses or permits to do business, and all other matters.

5. Improvements and Repairs: Tenant has thoroughly examined the Property and in executing this agreement, relies exclusively upon its own investigation as to the condition and suitability thereof. Tenant accepts the Property in the "as is" condition at the commencement of this lease agreement. Landlord shall not be required to construct or reconstruct any improvements on the Property, nor maintain or make repairs to improvements located upon the Property.

Within not more than thirty (30) days of the end of the term hereof, Tenant shall (a) remove any and all buildings and/or other improvements from the Property, and (b) continue to pay rent at the rate provided for in Paragraph 3 hereof until such removal is completed. If Tenant fails to accomplish such removal, Landlord may remove any and all such buildings and/or improvements at Tenant's expense, and no claim for damages against Landlord shall be created by or made on account of such removal.

6. Taxes: Tenant shall pay all taxes on all personal property belonging to or used by Tenant on the Property. Tenant shall pay Landlord, as additional rental, within thirty (30) days after receipt of a written statement from Landlord setting forth the amount thereof, the amount of all taxes and assessments (including but not limited to, any tax or excise on rents levied or assessed against Landlord as a result of Landlord's ownership of this Lease or of the rents accruing hereunder) applicable to the Property for a period within the term hereof.

7. Insurance: Tenant at its sole cost and expense shall carry and maintain in force at all times during the term of this Lease (a) compensation insurance as required under the Workmen's Compensation Laws of the State of California, covering all of Tenant's employees with waiver of subrogation as to Landlord, and (b) comprehensive liability insurance, including property damage, all in companies, form and amounts which are

adequate under all of the circumstances at the time and acceptable to Landlord. Said liability insurance shall insure Tenant and Landlord as their interests may appear. Said liability and property damage insurance shall at the beginning of the term hereof, have the following limits:

(a) \$250,000.00 injury or death to one person arising out of each accident;

(b) \$1,000,000.00 for injury or death to two or more persons arising out of each accident; and

(c) \$50,000.00 for damage to property.

All such public liability and property damage policies shall contain the following provision or provisions substantially identical thereto, to wit:

"The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgment made or brought by or in favor of any other insured or by or in favor of any employee of such other insured".

Certified copies of such insurance policies shall at all times be supplied to Landlord. Tenant shall immediately notify Landlord of any lapse, termination or cancellation, actual or contemplated, of such policies. All policies shall be subject to revision in the event that Tenant's activities change to such an extent as to make additional protection to Landlord necessary.

8. Indemnification: Tenant, as a material part of the consideration for Landlord's execution of this agreement, covenants with Landlord that Landlord shall not be liable for any damage or liability of any kind or for any damage or injury to persons or property during the term of this agreement from any cause whatsoever by reason of the use, occupation, and enjoyment of the Property by Tenant, and Tenant shall indemnify and hold harmless Landlord from all liability whatsoever on account of any such damage or injury.

Upon termination of this agreement either by cancellation by Landlord or Tenant or by any default of Tenant in the performance of the covenants and conditions contained in this agreement, Tenant agrees to surrender immediate possession of the Property to Landlord, and if that is not immediately done, Tenant shall pay Landlord all the damages allowed by law where a Tenant wrongfully holds over beyond termination of his tenancy and will indemnify Landlord against all claims made by any succeeding tenant against Landlord, founded upon delay by the Landlord in delivering possession of the Property to said succeeding tenant, so far as such delay is occasioned by failure of Tenant so to surrender the Property.

Tenant shall at all times keep the Property free and clear of mechanic's, materialmen's and other liens and all charges, claims and encumbrances caused or created by Tenant or anyone claiming through or under Tenant. Tenant shall indemnify and hold harmless Landlord from all liens, charges, claims, encumbrances, losses, penalties, damages and costs, including reasonable attorneys' fees, caused by or attributable to Tenant's failure to pay rent or to any other act or omission of Tenant, his employees, agents, subtenants, invitees or customers.

9. Utilities: Tenant shall pay, during the term hereof, all water rates, rents or charges, all electric, gas, or other lighting and heating charges, and any and every other charge, lien or expense accruing during the term hereof in connection with the Property.

10. Right of Entry: Landlord hereby expressly reserves the right for itself and its agents at all reasonable times during the term hereof, to enter upon the Property for the purpose of inspecting the same and activities of Tenant or others (with or without Tenant's consent) being conducted thereon.

11. Eminent Domain: If the Property or any portion thereof shall be taken under the power of eminent domain, Landlord shall be entitled to any and all proceeds arising therefrom, excepting any proceeds relating to improvements erected by Tenant.

A sale under threat of condemnation shall be deemed a taking under the power of eminent domain.

12. Default: If one or more of the following events shall occur:

(a) Tenant shall default in the payment of rent or in the payment of any sum due and owing by Tenant to Landlord and shall fail to rectify said default within ten (10) days after being served with written notice thereof by Landlord;

(b) Tenant shall make an assignment for the benefit of creditors;

(c) Tenant shall file a petition or answer seeking re-organization or arrangement under any laws of the United States relating to bankruptcy or any other applicable statute;

(d) An attachment or execution shall be levied upon Tenant's property or interest under this Lease, and shall not be satisfied or released within thirty (30) days thereafter unless Tenant protects Landlord by bond or other security acceptable to Landlord;

(e) Default shall be made in the performance or observance of any other covenant, agreement, obligation, provision or condition to be performed or kept by Tenant under the terms and provisions of this Lease and such default shall continue for thirty (30) days after written notice thereof given by Landlord to Tenant; then, and in any or either of such events Landlord may, at its option, terminate this Lease by serving written notice thereof on Tenant, and, with or without process of law, re-enter and take complete possession of the Property, and with or without process of law remove all persons therefrom, and all right, title and interest of the Tenant, in and to the Property shall immediately thereupon cease and terminate, and Tenant hereby covenants in such event to peacefully and quietly yield up and surrender the Property to Landlord, clean up and remove from the Property all rubbish and debris, and restore and leave the Property in an orderly, safe and sanitary condition, all within thirty (30)

days after service of such notice, and to execute and deliver to Landlord such instrument or instruments as will properly evidence termination of its rights hereunder and its interest herein, as shall be required by Landlord. Upon such termination, Landlord may recover from Tenant:

(i) The worth at the time of award of the unpaid rent which had been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Tenant proves could be reasonably avoided; and

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in subparagraphs (i) and (ii) of this Paragraph 12 is computed by allowing interest at the rate of ten (10%) percent. The worth at the time of award of the amount referred to in subparagraph (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one (1%) percent.

Even though Tenant may be in default under this Lease and has abandoned the Property, Landlord may continue the Lease in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all his rights and remedies under this Lease, including the right to recover the rentals as they become due under this Lease by his acts of maintenance or preservation or efforts to relet the Property, the appointment of a receiver on

initiation of Landlord to protect his interest under this Lease, or by any action in unlawful detainer, unless Landlord notifies Tenant in writing that he has elected to terminate the Lease and Tenant further covenants that service by Landlord of any notice pursuant to the unlawful detainer statutes and the surrender of possession of Tenant pursuant to such notice shall not, unless Landlord elects to the contrary in writing at the time of, or at any time subsequent to the service of such notice, be deemed to be a termination of this Lease.

13. Holding Over: Should Tenant hold over or continue in possession of the Property after the term hereof with the consent of Landlord thereto, either expressed or implied, such holding over shall be considered a tenancy from month-to-month, subject to all the conditions and restrictions of this Lease, and Tenant agrees to pay rent therefor at the monthly rental provided in Paragraph 3 hereof.

Any holding over by Tenant without the consent of Landlord either expressed or implied, after the time within which it is so required to surrender the said Property shall be deemed to be a tenancy from day to day, and Tenant shall pay the Landlord the sum of One Hundred Dollars (\$100.00) per day as rent therefor until such surrender shall have been fully accomplished.

14. Attorneys' Fees: If Tenant defaults in the performance of any of the terms of this Lease, Landlord shall be entitled to all costs, expenses and Attorneys' fees incurred by Landlord in connection therewith.

15. Assignments and Subletting: This Lease shall not be assigned by Tenant, and Tenant shall not sublet the Property or any part thereof without the prior written consent of Landlord.

16. Notices: Whenever in this Lease it shall be required that notice or demand be given or served by either party to this Lease, such notice or demand shall be in writing and shall be delivered personally or forwarded by mail, postage prepaid, addressed as follows:

To Landlord: CONROCK CO.  
P. O. Box 2950, Terminal Annex  
Los Angeles, CA 90051

To Tenant: SAN GABRIEL VALLEY GUN CLUB  
4001 Fish Canyon Road  
Duarte, CA 91010

or elsewhere, as the respective parties may from time to time designate in writing. Any notice given by Registered Mail shall be deemed to have been given not later than twenty-four (24) hours after having been deposited in the U. S. Mails.

17. Right to Quarry: During the term of this Lease, Landlord or its assignees shall have the right to quarry on the area adjacent to the Property by blasting or any other method, within the discretion of Landlord. If it should appear that contemplated quarrying operations might, in Landlord's judgment, bring about a hazardous condition, Landlord will inform Tenant of its proposed activities and the parties will endeavor to agree upon safety precautions. If the quarrying operations cannot, in Landlord's sole judgment, be carried on without curtailment or shutting down of Tenant's use of the said Property, after the parties in good faith have attempted to resolve this problem, then Tenant's use shall be curtailed or shut down accordingly and during any period in which Tenant's activities are so curtailed or shut down, the rent payable under this Lease shall be subject to equitable reduction.

18. Cumulative Remedies: The various rights and remedies given to or reserved by Landlord by this Lease, or allowed by law, shall be cumulative, and no delay or omission by Landlord to exercise any of its rights shall be construed as a waiver of any default or acquiescence therein. Nor shall any waiver by Landlord of any breach of any provision of this Lease be deemed for any purpose to be a waiver of any breach of any other provision thereof, nor of any continuing or subsequent breach of the same provision.

19. Entire Agreement: This Lease contains the entire agreement of the parties hereto with respect to the matters covered

hereby, and no other agreement, statement or promise made by any party hereto, or to any employee or agent of any party hereto, which is not contained herein shall be binding and valid.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease agreement as of the day and year first above written.

CONROCK CO.

APPROVED  
BY *[Signature]*  
17/18 1976

FOR U  
SIGNATURE  
*[Signature]*

By *[Signature]* PRESIDENT  
By *[Signature]* SECRETARY  
"Landlord"

SAN GABRIEL VALLEY GUN CLUB

By *[Signature]* PRESIDENT  
By *[Signature]* "Tenant"

LEGAL DESCRIPTION  
FOR  
SAN GABRIEL VALLEY GUN CLUB LEASE

That portion of the South Half of the Northwest Quarter and of the Northwest Quarter of the Southwest Quarter of Section 22, Township 1 North, Range 10 West S.B.M., in the County of Los Angeles, State of California, more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 22; thence South  $0^{\circ} 27' 03''$  West 660.83 feet along the Easterly line of said Northwest Quarter of said Southwest Quarter to a point; thence North  $89^{\circ} 23' 15''$  West 664.46 feet; thence North  $0^{\circ} 13' 30''$  West 750.00 feet; thence North  $53^{\circ} 33'$  East 950.00 feet; thence South  $89^{\circ} 24' 38''$  East 700 feet; thence Southerly to a point in the Northerly line of said Southwest Quarter which is distant Westerly 510.62 feet from the center of said Section 22; thence Westerly to the point of beginning.

Except therefrom the following described parcels:

Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 22; thence South  $0^{\circ} 27' 03''$  West 660.83 feet along the Easterly line of said Northwest quarter of said Southwest quarter; thence North  $89^{\circ} 23' 15''$  West 506.12 feet; thence North  $37^{\circ} 57' 31''$  East 831.24 feet to the point of beginning.

Containing 3.84 acres, more or less.

Beginning at a point in the south line of said Northwest quarter of Section 22, distant on said line North  $89^{\circ} 24' 38''$  West 510.62 feet from the center of said Section 22; thence North  $89^{\circ} 24' 38''$  West 797.73 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 22; thence North  $39^{\circ} 43' 29''$  East 1699.40 feet to a point in the north line of said Southeast quarter of the Northwest quarter of Section 22; thence South  $89^{\circ} 25' 17''$  East 229.42 feet along said north line to the Northeast corner of said Southeast quarter of the Northwest quarter of Section 22; thence South  $0^{\circ} 18' 50''$  West along the east line of said Northwest quarter of Section 22 a distance of 881.09 feet to a point in said line distant thereon North  $0^{\circ} 18' 50''$  East 437.15 feet from said center of Section 22; thence South  $49^{\circ} 54' 19''$  West 670.58 feet to the point of beginning.

Containing 20.71 acres, more or less.

EXHIBIT A

**CERTIFICATE OF INSURANCE**

*22A*

GREWE AGENCY  
650 W. DUARTE RD.  
ARCADIA, CALIFORNIA 91006  
(213) 445-3003

This is to Certify, that policies in the name of

**NAMED INSURED and ADDRESS:**  
[ **SAN GABRIEL VALLEY GUN CLUB**  
**4001 FISH CANYON ROAD**  
**DUARTE, CALIFORNIA 91010** ]

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN.

are in force at the date hereof, as follows:

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			BODILY INJURY Provided by Workmen's Compensation Law - State of	PROPERTY DAMAGE
WORKMEN'S COMPENSATION		Eff. Exp.		NIL
COMPREHENSIVE GENERAL LIABILITY		Eff. Exp.	\$ ,000 Each person \$ ,000 Each occurrence \$ ,000 Aggregate	\$ ,000 Each occurrence \$ ,000 Aggregate
MANUFACTURERS' AND CONTRACTORS' LIABILITY		Eff. Exp.	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence \$ ,000 Aggregate
OWNERS', LANDLORDS' AND TENANTS' LIABILITY	GL 1 73 36	Eff. 3/26/75 Exp. 3/26/76	\$ 500,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence \$ ,000 Aggregate
CONTRACTUAL LIABILITY		Eff. Exp.	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence \$ ,000 Aggregate
AUTOMOBILE LIABILITY <input type="checkbox"/> Owned Automobiles <input type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-Owned Automobiles	GL 1 73 36	Eff. 3/26/75 Exp. 3/26/76	\$ 250,000 Each person \$ 500,000 Each accident	\$ 500,000 Each accident
COMPREHENSIVE AUTO-MOBILE LIABILITY		Eff. Exp.	\$ ,000 Each person \$ ,000 Each occurrence	\$ ,000 Each occurrence
OTHER COMPLETED OPERATIONS AND PRODUCTS	GL 1 73 36	Eff. 3/26/75 Exp. 3/26/76	\$ 500,000 COMBINED	SINGLE LIMIT

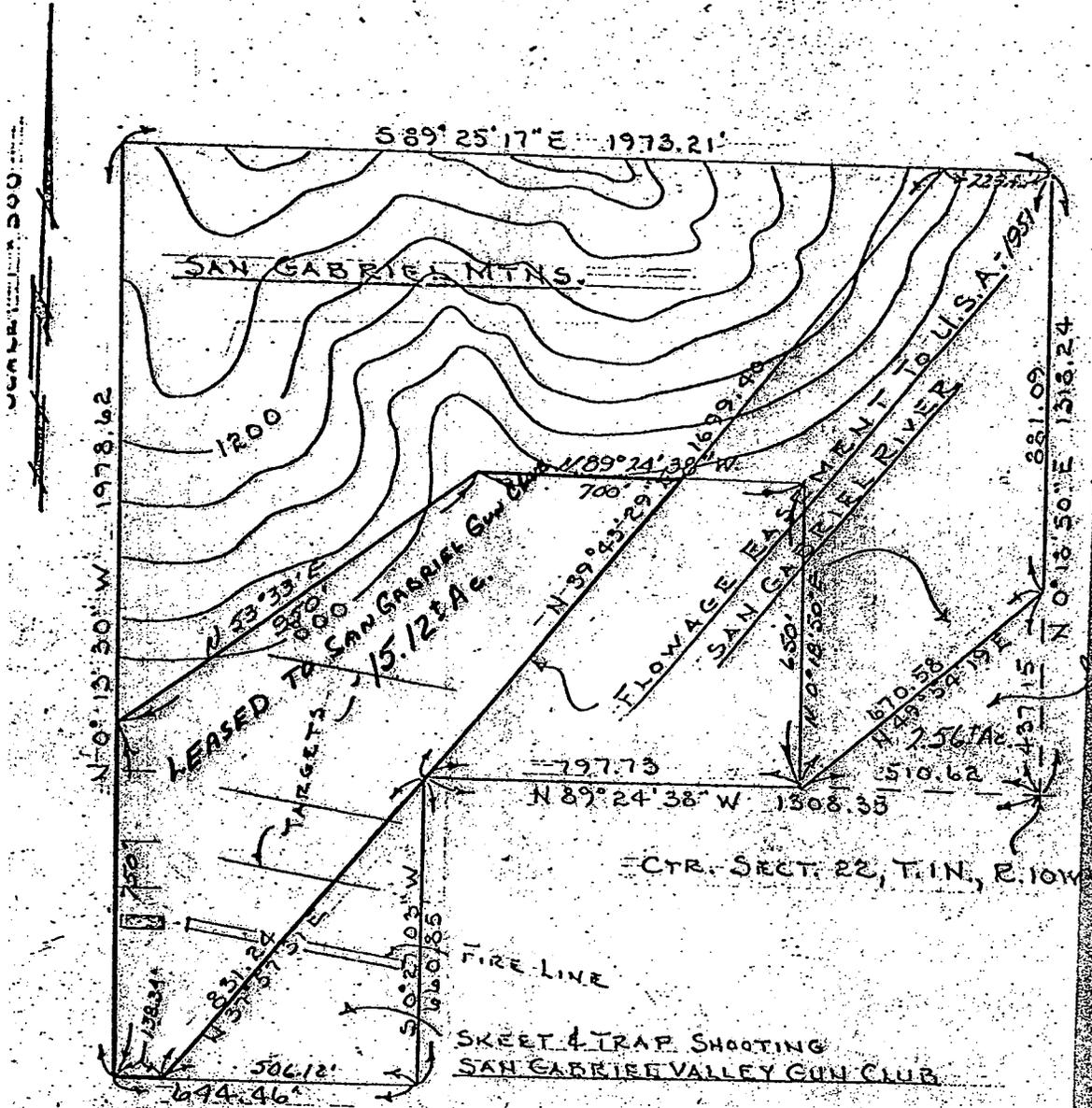
In the event of any material change in, or cancellation of, said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company.

A+ : 368 +  
Dated: MAY 12, 1976  
Name of Company: HALLMARK INSURANCE COMPANY

*D. Anderson*  
AUTHORIZED REPRESENTATIVE

CERTIFICATE ISSUED TO:

**NAME and ADDRESS:**  
[ **CON ROCK CO.**  
**P.O. BOX 2950**  
**LOS ANGELES, CALIFORNIA 90051** ]



2.07± Ac.	ORIG. PARCEL	<u>CONSOLIDATED ROCK PRODUCTS</u> 2730 So. Alameda St. L.A. Calif.
1.56± Ac.	CONDEMNED 1951-U.S.A.	
1.55± Ac.	CONDEMNED IN FEE 1968-69	
2.96± Ac.	REMAINING	

FISH CANYON PROPERTY

PLOT PLAN

# EXHIBIT B

12-11-59. S.C.  
REV. 6-15-70 - G.H.W.

## **EXHIBIT G**

# ORIGINAL

## LEASE

THIS LEASE (hereinafter called "Lease") is entered into this 4<sup>th</sup> day of February 1988, by and between CALMAT PROPERTIES CO., a Delaware corporation (hereinafter called "Landlord"), and SAN GABRIEL VALLEY GUN CLUB, a California non-profit corporation (hereinafter called "Tenant").

### RECITALS

A. Landlord is the owner of that certain premises situated in the City of Azusa, County of Los Angeles, State of California, as shown outlined in red on the map attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as the "Premises").

B. Tenant desires to lease from Landlord and Landlord desires to rent to Tenant, the Premises, upon the following terms and conditions.

### AGREEMENT

1. Lease. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, for the term and upon the covenants and conditions hereinafter provided, the Premises. Landlord does not lease, but as between Landlord and Tenant specifically hereby reserves to itself, its successors in interest and assigns, all of the oil, gas, hydrocarbonous substances, minerals and mineral rights in and under the land described as the Premises, with the right to explore therefor, sell, lease and/or remove same; provided, however, that Landlord will not do any exploration or other work which will materially affect Tenant's use under this Lease.

2. Term. The term of this Lease shall be five (5) years commencing on December 10, 1987, and expiring on December 9, 1992, subject to early termination as hereinafter provided.

3. Rental. Tenant agrees to pay Landlord, without abatement, deduction, offset or prior demand, a rental of Four Hundred Fifty Dollars (\$450.00) per month, and at such rate as

adjusted in accordance with the provisions of ¶4, payable in advance on the first day of each calendar month during the term hereof. Should any rental not be paid when due, it shall bear interest at the maximum rate an individual is permitted by law to charge.

4. Rental Adjustment. The monthly rate provided for in ¶3 herein shall be adjusted upward on June 1, 1990, in the same proportion as the proportional difference between the "Consumer Price Index for Urban Wage Earners and Clerical Workers, all items (Los Angeles-Long Beach-Anaheim Area)", published by the United States Department of Labor, Bureau of Labor Statistics (CPI) in effect on June 1, 1990 and the CPI in effect on December 10, 1987. Should said Bureau discontinue the publication of the CPI, or publish the same less frequently, or alter the same in some other manner, then Landlord may adopt a substitute index or substitute procedure which reasonably reflects and monitors consumer prices.

5. Prepaid Rent. Upon execution of this Lease, Tenant shall pay to Landlord the sum of Four Hundred Fifty Dollars (\$450.00) which sum shall be credited to the rental due for the first full month of the Lease term.

6. Security Deposit. As security for the faithful performance of the terms, covenants and conditions of this Lease, as well as to indemnify Landlord to the extent thereof for any damages, costs, expenses or attorneys' fees which Landlord may incur by reason of any default by Tenant under any of the terms, covenants and conditions of this Lease, Tenant hereby deposits with Landlord the sum of Four Hundred Fifty Dollars (\$450.00) which sum shall be paid by Tenant to Landlord upon execution of this Lease. If Tenant shall not be in default hereunder on the expiration or termination of the Lease, Landlord shall promptly repay to Tenant the then balance of said security deposit. In the event that Tenant shall be in default hereunder, on or at any time prior to the expiration or termination of this Lease, Landlord may apply the security deposit in payment of its costs, expenses and attorneys' fees in enforcing the terms hereof,

and/or in payment of any damages suffered by Landlord; provided, however, that nothing herein contained shall be construed to mean that the recovery of damages by Landlord against Tenant shall be limited to the amount of the security deposit. In the event that any portion or all of the security deposit is applied as aforesaid during the term hereof, then Tenant shall deposit with Landlord additional amounts so that the security deposit in the possession of Landlord shall be restored to the aforementioned required amount.

7. Improvements to the Premises. Tenant leases the Premises and the improvements thereon, if any, in an "as is" condition. Tenant's entry into possession of the Premises shall be deemed its acceptance of the condition of the Premises. Tenant not construct additional improvements to the Premises without Landlord's prior written approval. Such approval shall not be unreasonably withheld; provided, however, that construction of improvements, including delivery of materials to be used for the construction, shall not commence until after Landlord has received notice from Tenant stating the date on which the construction is to commence, so as to enable Landlord to post and record an appropriate notice of nonresponsibility, and provided further that said improvements and construction thereof comply fully with all laws, ordinances and governmental regulations applicable thereto. Title to all improvements made at Tenant's expense shall remain in Tenant until the expiration or termination of this Lease. Tenant shall not remove any improvements made by it and upon expiration or termination of this Lease, title to such improvements shall forthwith vest in Landlord; provided, however, that Landlord in its discretion may, by written notice to Tenant, require Tenant to remove any improvements made by Tenant on or before the date of expiration or termination, even though under the terms of this paragraph such improvements would otherwise become the property of Landlord.

8. Taxes and Assessments. Tenant shall pay or cause to be paid before delinquency all personal property taxes and all

taxes levied or assessed on account of any property in, on, or attached to the Premises, including without limitation property installed by or for Tenant, regardless of how, or to whom such taxes are assessed and whether such property so installed is assessed as personal property or as a part of the real property.

Also, Tenant shall pay to Landlord as additional rental within thirty (30) days after receipt of written statement from Landlord setting forth the amount thereof, the amount of all real estate taxes, or any other form of assessment, including without limitation license taxes, commercial rental taxes, levies, charges, penalties, or similar imposition, imposed by any authority having the direct power to tax, including any city, county, State or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, as against any legal or equitable interest of Landlord in the Premises, for a period within the term hereof. Without limiting the generality of the foregoing, the aforementioned taxes and assessments shall include: any tax on Landlord's right to rents or other income from the Premises or as against Landlord's business of leasing the Premises; any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged that Proposition 13 was adopted by the voters of the State of California in the June 1978 election and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants; and any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross receipts tax or excise tax levied by the State, city, or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance,

alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof. Tenant shall bear any business tax imposed upon Landlord by the State of California or any political subdivision thereof which is based or measured in whole or in part by amounts charged or received by the Landlord under this Lease, excluding State Franchise Taxes and Federal Income Taxes.

9. Use of Premises. Tenant agrees that the Premises shall not be used for any purpose except as a pistol and rifle trap and skeet range. Tenant agrees, at its own cost and expense, to comply with all laws, rules, regulations, ordinances and statutes of any and all municipal, county, State and federal authorities which are now in effect or which may hereafter become effective pertaining to the use of the Premises and its occupancy by Tenant. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance. Tenant shall not occupy or use the Premises during the term of this Lease in such a manner as to interfere with the use or occupancy of any property adjacent to the Premises, or to interfere with the use of the Premises or any part thereof after termination of this Lease. Landlord makes no warranty or representation as to the suitability of the Premises for the use herein stated or any use.

10. Maintenance and Repair. Tenant shall at its own expense maintain and keep the Premises in good repair and condition throughout the term hereof and shall pay all costs of operation and maintenance on the Premises whether ordinary or extraordinary and foreseen or unforeseen, including but not limited to all costs incurred due to the negligence, carelessness, misconduct or fault of Tenant or its agents, licensees, or invitees. Landlord shall not be required to make any improvements, alterations, changes, additions, repairs or replacements whatsoever in or to the Premises. Tenant waives all provisions of law, including but not limited to Civil Code §§1941 and 1942, with respect to Landlord's obligations for tenantability of the Premises and Tenant's right to make repairs and deduct the cost of such repairs from rent. Should Tenant at

any time during the term hereof fail to keep the Premises or the appurtenances thereof in good condition, order, or repair as required, Landlord or its agents may enter the Premises to perform maintenance or make repairs and the cost of same shall be added to and become a part of the installment of rent next coming due hereunder and shall be so paid by Tenant to Landlord as additional rental.

Upon the expiration of this Lease or upon any termination herein provided, Tenant shall at its sole cost and expense remove from the Premises all Tenant's personal property, and clean up and remove from the Premises all rubbish and debris and turn over the Premises to Landlord in good order and in a safe, sanitary condition. Should Tenant fail to do so, Landlord may at its option make those removals required above or do such work as shall be required to return the Premises to an orderly and safe, sanitary condition and the cost thereof to Landlord shall be immediately repaid by Tenant to Landlord.

11. Damage or Destruction. If the Premises or any portion thereof shall be destroyed or damaged by any causes whatsoever, the following provisions shall apply:

(a) If the damage and repair thereof is of such nature and extent as not to interfere substantially with the use of the Premises by Tenant, this Lease shall remain in effect and there shall be no abatement of rent.

(b) If the damage or repair thereof is of such nature and extent as to interfere substantially with, or prevent, the use of the Premises by Tenant, this Lease shall remain in effect and there shall be no abatement of rent if Tenant is responsible for such repair. If Landlord is responsible for repair thereof, Landlord may, in its sole and absolute discretion, terminate this Lease and all obligations thereafter accruing hereunder shall terminate, or, in its sole and absolute discretion, Landlord may continue this Lease in effect, provided however that Tenant's use of the Premises and the rental due hereunder shall be suspended for the period of restoration,

commencing from the date on which Tenant gives Landlord written notice of such damage.

In no event shall Landlord be required to restore the Premises. Tenant waives the provisions of Civil Code §§1932(2) and 1933(4) and any successor provisions of law with respect to damage or destruction of the Premises.

12. Landlord's Entry. Landlord or its agents shall at all reasonable times have the right to enter the Premises and any structures thereon for the purpose of examination and inspection, or making repairs at Tenant's expense which Tenant has failed to make, or exercising any of the rights of Landlord under this Lease, or for posting notices required or permitted by law. Landlord reserves the right of entry to show the Premises to prospective brokers, agents, tenants or purchasers and to place and maintain "For Rent", "For Lease" or "For Sale" signs in one or more conspicuous places on the Premises.

13. Safety. Tenant shall adopt whatever measures may be necessary for properly policing the Premises and maintaining reasonable standards of safety and for the prevention of dumping or similar activities on the Premises.

Tenant agrees at all times during the term of the Lease that it will be its sole responsibility to assure compliance with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C. §651 et seq., the California Occupational Health and Safety Act of 1973, Labor Code §6300 et seq., and the Federal Mine Safety and Health Act of 1977, 30 U.S.C. §801 et seq., (referred to hereinafter as "the Acts"), to the extent that the Acts apply to the Premises and any activities thereon. Without limiting the foregoing, Tenant agrees to maintain all working areas, all machinery, structures, electrical facilities and the like upon the Premises in a condition that fully complies with the requirements of the Acts, including such requirements as would be applicable with respect to agents, employees or contractors of Landlord who may from time to time be present upon the Premises. Without limitation, Tenant agrees to indemnify and hold harmless Landlord from any liability, claims or damages

arising as a result of a breach of the foregoing agreement and from all costs, expenses and charges arising therefrom, including, without limitation, attorneys' fees and court costs incurred by Landlord in connection therewith.

14. Condemnation. If all the Premises, or such a portion thereof as to leave the remainder unusable by Tenant for its intended use hereunder, shall be appropriated or taken by any governmental authority under eminent domain proceedings or otherwise (which taking shall include a sale by Landlord to any governmental authority, either after an action is filed or while under the threat of a taking), then this Lease shall terminate at the time of actual physical taking of possession by such governmental authority, and Landlord and Tenant shall thereupon be released from all liabilities thereafter accrued under this Lease.

In the event that any portion of the Premises is so taken, and the remaining portion is still usable to Tenant for its intended use hereunder, then this Lease shall remain in full force and effect as to such remaining portion, and there shall be no abatement of rent. Tenant waives the provisions of Code of Civil Procedure §1265.130 and all other provisions of law permitting it to petition for termination of this Lease.

In the event of any such taking, neither this Lease nor the leasehold interest created herein shall be an asset of Tenant, and Landlord shall be entitled to receive the entire award or compensation arising from the taking; provided, however, that Tenant shall be entitled to receive any amount awarded as compensation for the taking of fixtures and equipment owned by Tenant and which would not, by the terms of this Lease, become property of the Landlord.

15. Consents and Waivers. The giving of any consent, or the waiver of any requirement of its consent, hereunder by Landlord or the breach by Tenant of any provisions requiring such consent of Landlord, shall not annul or render inoperative any provisions hereof requiring such consent. No consent given by Landlord to any act or omission of Tenant shall be construed as a

consent to any other or further or different act or omission. No act or omission, acquiescence or forgiveness by Landlord of any failure by Tenant to perform any terms or conditions of this Lease shall be deemed or construed to be a waiver by Landlord of the right, at all times thereafter, to insist upon the full and complete performance by Tenant of the terms and conditions of this Lease. The acceptance of rent hereunder by Landlord shall not be deemed a waiver of any breach hereunder by Tenant other than the failure to pay the particular rental so accepted. No waiver by Landlord of any breach by Tenant hereunder shall constitute a waiver of any other breach of Tenant, regardless of knowledge of Landlord thereof. The rights and remedies of Landlord hereunder are cumulative and shall not be deemed to be exclusive of any other remedy or right conferred by law, and the exercise by Landlord of any right or remedy (whether conferred hereby or conferred by law) shall not impair Landlord's right to exercise any other right or remedy.

16. Liens. Tenant agrees to pay any and all liens and claims that may be asserted or claimed against the Premises by reason of anything done or ordered to be done by Tenant in, on, or about the Premises and that if any such lien shall be asserted against the Premises or if any execution or judgment against Tenant upon any claim, suit or proceeding against Tenant shall be levied against the Premises or against any interest therein, then Tenant within thirty (30) days after the same shall have been levied, shall cause the same to be discharged or paid or make adequate provisions satisfactory to Landlord for the payment, satisfaction, or discharge of the same; provided, however, that nothing herein contained shall be construed so as to prevent Tenant from contesting in good faith the legality of any such lien, claim or levy, provided that Tenant furnish to the Landlord a good and sufficient bond in an amount and in form and with surety satisfactory to the Landlord fully protecting Landlord against any loss, damage, costs or expense arising by reason of any such lien, claim or levy pending the final determination thereof.

17. Indemnification and Exculpation of Landlord.

Tenant shall indemnify Landlord and save him harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in, upon or at the Premises or the improvements, or the occupancy or use by Tenant of the Premises or the improvements or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees or servants. In the event Landlord is made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection therewith.

Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause whatsoever. Without limiting the foregoing, Landlord shall not be liable to Tenant or any other person for any damage caused or contributed to by the condition of the Premises or any failure to repair same, or by the making of any repairs, alterations, or additions thereto; it being expressly acknowledged that Tenant has sole responsibility for repair and maintenance of the Premises. Tenant waives all claims against Landlord for damage to person or property arising for any reason.

18. Insurance. Tenant shall keep in full force and effect during the term of this Lease, Worker's Compensation Insurance covering all employees of Tenant with a waiver of subrogation as to Landlord and public liability and property damage insurance covering all its operations on or related to the Premises. The limits of such public liability and property damage insurance shall not be less than One Million Dollars (\$1,000,000.00) combined single limit. All such public liability and property damage policies shall be procured and maintained through an insurance broker and company acceptable to Landlord (which acceptance shall not be unreasonably withheld), shall name Landlord as an additional insured, shall provide for at least thirty (30) days notice to Landlord of cancellation or

termination, and shall contain cross-liability endorsements in substantially the following form:

"The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgment made, or brought by, or in favor of any other insured, or by or in favor of any employee of such other insured."

Certified copies of such insurance policies or certificates evidencing such insurance shall at all times be supplied to Landlord. Tenant shall immediately notify Landlord of any lapse, termination or cancellation, actual or contemplated, of such policies. Insurance requirements shall be subject to reasonable revision by Landlord in the event Tenant's activities change to such an extent as to make additional protection necessary.

19. Default. If one or more of the following events shall occur:

(a) Tenant shall default in the payment of rent or in the payment of any sum due and owing by Tenant to Landlord and shall fail to rectify said default within three (3) days after being served with written notice thereof by Landlord;

(b) Tenant shall make an assignment for the benefit of creditors;

(c) Tenant shall file a petition or answer seeking reorganization or arrangement under any laws of the United States relating to bankruptcy or any other applicable statute;

(d) An attachment or execution shall be levied upon Tenant's property or interest under this Lease, and shall not be satisfied or released within thirty (30) days thereafter unless Tenant protects Landlord by bond or other security acceptable to Landlord;

(e) An involuntary petition in bankruptcy shall be filed against Tenant, or receiver or trustee for all or any part of property of Tenant under this Lease shall be appointed by any court, and such petition shall not be withdrawn, dismissed or

discharged, or such receiver or trustee removed, within sixty (60) days from filing or appointment thereof; or

(f) Default shall be made in the performance or observance of any other covenant, agreement, obligation, provisions or condition to be performed or kept by Tenant under the terms and provisions of this Lease and such default shall continue for thirty (30) days after written notice thereof given by Landlord to Tenant; then, and in any or either of such events Landlord may, at its option, terminate this Lease by serving written notice thereof on Tenant, and, with or without process of law, re-enter and take complete possession of the Premises, and with or without process of law remove all persons therefrom, and all right, title and interest of the Tenant, in and to the Premises shall immediately thereupon cease and terminate, and Tenant hereby covenants in such event to peacefully and quietly yield up and surrender said Premises to Landlord, remove from the Premises all Tenant's personal property, and clean up and remove all rubbish and debris, and restore and leave the Premises in an orderly, safe and sanitary condition, all within thirty (30) days after service of such notice, and to execute and deliver to Landlord such instrument or instruments as will properly evidence termination of its rights hereunder and its interest herein as shall be required by Landlord. Upon such termination, Landlord may recover from Tenant:

(i) The worth at the time of award of the unpaid rent which had been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such

rental loss for such period that Tenant proves could be reasonably avoided; and

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in subparagraphs (i) and (ii) of this paragraph is computed by allowing interest at the maximum rate an individual is permitted by law to charge. The worth at the time of award of the amount referred to in subparagraph (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

Even though Tenant may be in default under this Lease and has abandoned the Premises, Landlord may continue the Lease in effect for so long as Landlord does not terminate the Tenant's right to possession, and Landlord may enforce all his rights and remedies under this Lease, including the right to recover the rentals as they become due under the Lease. Landlord shall not be deemed to have terminated this Lease by his acts of maintenance or preservation or efforts to relet the Premises, the appointment of a receiver on initiation of Landlord to protect its interest under this Lease, or by any action in unlawful detainer, unless Landlord notifies Tenant in writing that he has elected to terminate the Lease, and Tenant further covenants that service by Landlord of any notice pursuant to the unlawful detainer statutes and the surrender of possession by Tenant pursuant to such notice shall not, unless Landlord elects to the contrary in writing at the time of, or at any time subsequent to the service of such notice, be deemed to be a termination of this Lease.

20.  Holding Over . Should Tenant hold over or continue in possession of the Premises after the term hereof, with the consent of Landlord thereto, either expressed or implied, such holding over shall be a tenancy from month to month subject to

all the of this Lease pertaining to the obligations of Tenant, but all options and rights of first refusal, if any, granted to Tenant under the terms of this Lease shall be deemed terminated and be of no further effect udring said month to month tenancy.

21. Notices. Whenever in this Lease it shall be required that notice or demand be given or served by either party to this Lease, such notice or demand shall be in writing and shall be delivered personally or forwarded by registered or certified mail, postage prepaid, addressed as follows:

To Landlord: CalMat Properties Co.  
12901 Ramona Blvd., Ste. E  
Irwindale, CA 91706  
Attn: Property Manager

To Tenant: San Gabriel Valley Gun Club  
4001 Fish Canyon Blvd.  
Duarte, CA 91010

or elsewhere, as the respective parties hereto may from time to time designate in writing. Any notice given by certified or registered mail shall be deemed to have been given not later than forty-eight (48) hours after having been deposited in the United States mail.

22. Assignment and Subletting. Tenant shall not voluntarily or by operation of law assign, sublet or otherwise encumber (which term without limitation shall include the granting of concessions or licenses) the whole or any part of the Premises without in each instance first having received the expressed written consent of Landlord, which shall not be unreasonably withheld. Any assignment, sublease, or encumbrance (which terms are hereinafter collectively designated as a "transfer") made without the prior written consent of Landlord shall be void and of no force and effect. No consent to any transfer shall constitute a further waiver of the provisions of this paragraph.

As a precondition to Landlord's consideration for approval of any proposed transfer, Tenant shall submit to Landlord in writing:

(a) The name and legal composition of the proposed transferee;

(b) The proposed transferee's intended use of the Premises, which shall not be other than the specific use authorized by this Lease;

(c) Such information as to the proposed transferee's financial responsibility, business experience, and standing as Landlord may reasonably require;

(d) A written consent of the proposed transferee to all the terms and conditions of this Lease and said transferee's consent to the incorporation of the terms and conditions of this Lease into any document of transfer; and

(e) All of the terms and conditions upon which the proposed transfer is to be made.

No transfer permitted by Landlord shall relieve Tenant of its obligation to pay rent and to perform all of the other obligations to be performed by Tenant hereunder. Before any such transfer permitted by the terms of this Lease become effective for any purpose, transferees must in writing assume all of the obligations of this Lease and agree to be bound by all the terms of this Lease without in any way limiting or relinquishing or discharging the original Tenant from any liability under any provisions of this Lease on account of such transfers. Acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver of this provision or of any provision of this Lease.

In the event of default by any transferee or Tenant or any successor of Tenant, in the performance of any of the terms of this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said transferee. Landlord may consent to subsequent transfers of this Lease or amendments or modifications to this Lease with transferees of Tenant without notifying Tenant or any successor of Tenant and without obtaining its or their consent thereto and such action shall not relieve the Tenant or Tenant's successor of liability under this Lease. Notwithstanding any transfer, or any indulgences, waivers or extensions of time granted by Landlord to any transferee, or failure by Landlord to take action against any

transferee, Tenant waives notice of any default of any transferee and agrees that Landlord may at its option proceed against Tenant without having taken action against or joined such transferee, except that Tenant shall have the benefit of any indulgences, waivers and extensions of time granted to any such transferee. Landlord's written consent to any transfer by Tenant shall not constitute an acknowledgement that no default then exists under this Lease of the obligations to be performed by Tenant, nor shall such consent be deemed a waiver of any then existing default.

Tenant immediately and irrevocably assigns to Landlord as security for Tenant's obligations under this Lease, all rent from any transferee, and Landlord as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease; except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

Ninety percent (90%) of all rent received from its transferee in excess of the rent payable by Tenant to Landlord under this Lease is hereby assigned to Landlord and shall be paid to Landlord by Tenant promptly after receipt.

If Tenant consists of more than one person or entity, a purported transfer, voluntary, involuntary, or by operation of law, from one Tenant to the other shall be deemed a voluntary transfer.

If Tenant is a corporation, the stock of which is not traded through an exchange or over the counter, any dissolution, merger, consolidation, or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of more than 50% of the value of the assets of Tenant, shall be deemed a voluntary transfer. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing more than 50% of the total combined voting power of all classes of Tenant's capital stock

issued, outstanding, and entitled to vote for the election of directors.

23. Utilities. Tenant shall pay prior to delinquency all charges for electricity, light and power, water, gas, telephone and all similar charges which may accrue with respect to the Premises during the term of this Lease. Should Tenant fail to so pay any utility charge as required herein, Landlord may, without prejudice to any other right or remedy, pay such charge, and all amounts so advanced by Landlord shall be added to and become a part of the installment of rent next coming due hereunder and shall be so paid by Tenant to Landlord as additional rental.

24. Insolvency of Tenant. This Lease and the interests of Tenant hereunder shall not be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by Tenant, without the written consent of Landlord.

25. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the term of this Lease and shall not permit the Premises to remain unoccupied except during and for the purpose of making such repairs or restoration as may become necessary under the provisions hereof.

26. Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

27. Subordination Agreement. Tenant shall, upon Landlord's request, execute an estoppel certificate and any instrument or instruments permitting a mortgage or deed of trust to be placed on the Premises, or any part thereof covered by said mortgage or deed of trust, and subordinating this Lease to said mortgage or deed of trust.

28. Signs. Tenant shall not place nor permit to be placed any sign on the Premises without the prior written approval of Landlord. Such approval shall not be unreasonably

withheld. If Tenant installs or permits any signs to be installed on the Premises without first having obtained Landlord's written approval thereof, Landlord may, after giving Tenant three (3) days written notice of its disapproval of any such sign, enter upon the Premises and remove the same at Tenant's expense. Any sign shall be purchased, installed, maintained, and at the end of this Lease, removed by Tenant at Tenant's sole expense.

29. Interpretation. Time is of the essence of this Lease. Paragraph headings do not limit or add to the provisions of this Lease; on the contrary, they are to be disregarded upon any interpretation thereof. The language in all parts of this Lease shall be in all cases construed according to its fair meaning, and not strictly for or against Landlord or Tenant. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided, however, this Lease can be reasonably and equitably continued with the remaining provisions only.

30. Successors and Assigns. This Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto, subject to the provisions herein as to assignment and subletting.

31. Cost of Litigation. If either party is compelled to incur any expenses, including reasonable attorneys' fees, in connection with any action or proceeding instituted by either party by reason of any default or alleged default of the other party hereunder, the party prevailing in such action or proceeding shall be entitled to recover its reasonable expenses from the other party.

32. Quiet Possession. Landlord warrants that Tenant on paying the rental installments and other payments provided for hereby, and on keeping, observing, and performing all the other terms, conditions, and provisions herein contained on the part of

Tenant to be kept, observed and performed, shall, during the full Lease term, peaceably and quietly have, hold and enjoy the Premises, subject to the terms, conditions and provisions hereof.

33. Quitclaim Deed. Tenant shall execute and deliver to Landlord on the expiration or termination of this Lease, immediately on Landlord's request, a quitclaim deed to the Premises, in recordable form, designating Landlord as transferee.

34. Relations of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of a joint venture between Landlord and Tenant.

35. Real Estate Brokers; Finders. Tenant represents that it has not had dealings with any real estate broker, finder, or other person, with respect to this Lease in any manner. Tenant shall hold Landlord harmless from all damages resulting from any claims that may be asserted against Landlord by any broker, finder, or other person with whom Tenant has or purportedly has dealt.

36. Reservation. Landlord reserves the right to install one or more conveyor system(s) on the Premises and to use the Premises for right of way purposes for automobiles, trucks and foot traffic.

37. Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby and no other agreement, statement or promises made by any party hereto or to any employee or agent of any party hereto which is not contained herein shall be binding or valid. This Lease terminates and supercedes any and all prior lease(s) of the Premises, including options therein, between the parties.

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IN WITNESS WHEREOF, Landlord and Tenant have executed  
this Lease as of the day and year first above written.

LANDLORD:

CALMAT PROPERTIES CO.

By *G.H. Weber* FEB 4 1988  
G.H. WEBER  
VICE PRESIDENT

By \_\_\_\_\_

TENANT:

SAN GABRIEL VALLEY GUN CLUB

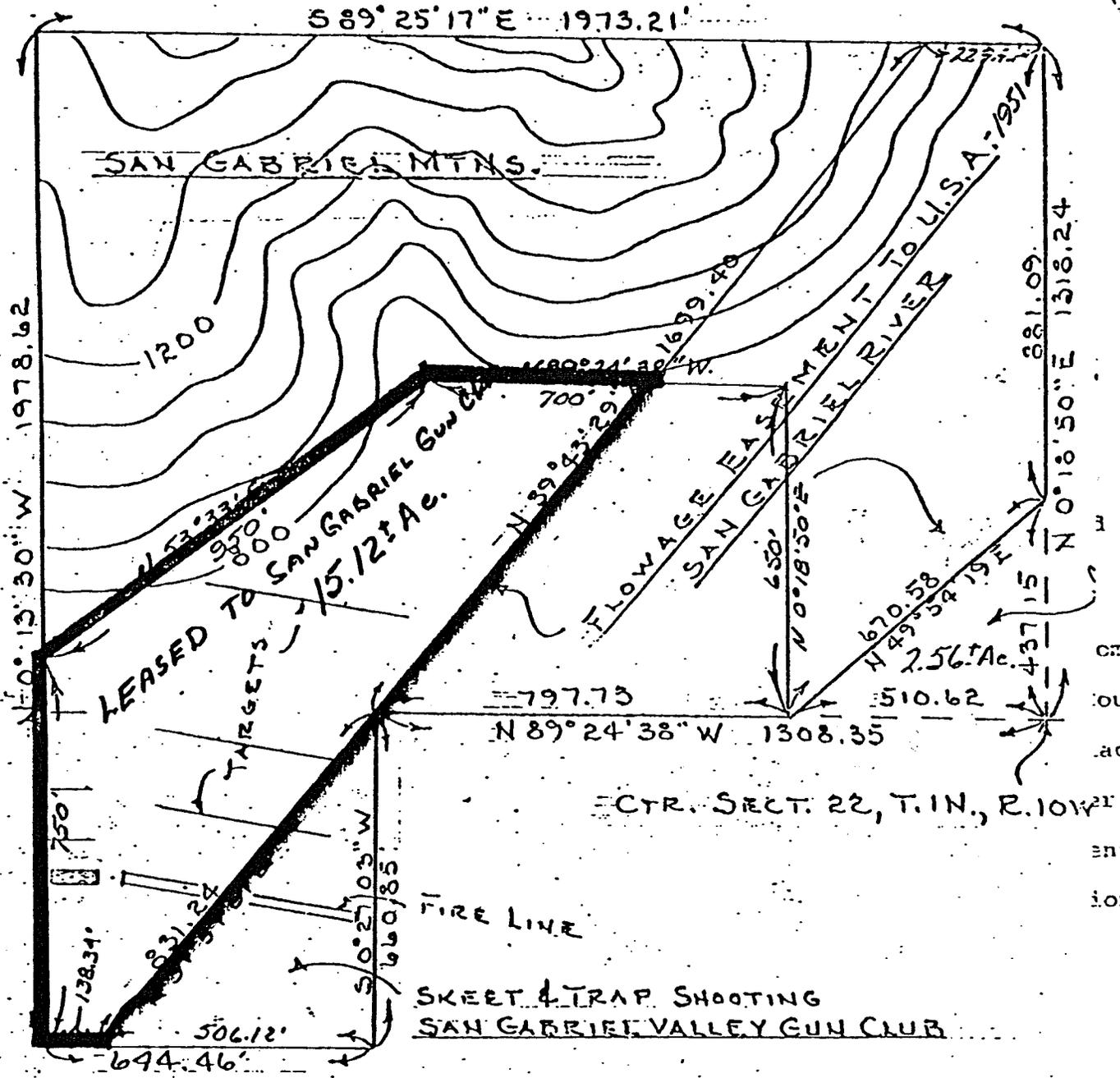
By *James Minibel* President

By *Dale S. [Signature]* Secretary

:o

ORIGINAL

SCALE 1" = 300'



- 70.07± Ac. ORIG. PARCEL
- 2.56± Ac. CONDEMNED 1951-U.S.A.
- .55± Ac. CONDEMNED IN FEE 1968-69
- + 2.96± Ac. REMAINING

CONSOLIDATED ROCK PRODUCTS

2730 So. Alameda St. L.A. Calif.

FISH CANYON PROPERTY

PLOT PLAN

# EXHIBIT 'A'

12-11-59. SJ  
REV. 6-15-70 - GHW.

## **EXHIBIT H**

L E A S E

THIS LEASE (hereinafter called "Lease") is entered into this 20<sup>TH</sup> day of MAY, 1992, by and between CALMAT CO., a Delaware corporation (hereinafter called "Landlord"), and SAN GABRIEL VALLEY GUN CLUB (hereinafter called "Tenant").

RECITALS

A. Landlord is the owner of that certain premises situated in the City of Azusa, County of Los Angeles, State of California, as shown outlined in red on the map attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as the "Premises").

B. Tenant desires to lease from Landlord and Landlord desires to rent to Tenant, the Premises, upon the following terms and conditions.

AGREEMENT

1. Lease. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, for the term and upon the covenants and conditions hereinafter provided, the Premises. Landlord does not lease, but as between Landlord and Tenant specifically hereby reserves to itself, its successors in interest and assigns, all of the oil, gas, hydrocarbonous substances, minerals and mineral rights in and under the land described as the Premises, with the right to explore therefor, sell, lease and/or remove same; provided, however, that Landlord will not do any exploration or other work which will materially affect Tenant's use under this Lease.

2. Term. The term of this Lease shall be ten (10) years commencing on MAY 20, 1992, and expiring on MAY 20, 2002.

3. Rental. Tenant agrees to pay Landlord, without abatement, deduction, offset or prior demand, a rental of Five Hundred Forty Dollars (\$540.00) per month, and at such rate as adjusted in accordance with the provisions of paragraph 4, payable

advance on the first day of each calendar month during the term hereof. Should any rental not be paid when due, it shall bear interest at the maximum rate an individual is permitted by law to charge.

4. Rental Adjustment. The monthly rental rate of \$540.00 shall be adjusted annually on each adjustment date of this Lease ("Adjustment Date") as follows: the basis for computing each adjustment in the monthly rental rate shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles-Anaheim-Riverside Area (Base Year 1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"), which is published for the month which is three (3) months prior to the month in which the commencement date of this Lease occurs ("Beginning CPI"). The CPI published for the month which is three (3) months prior to the month in which the Adjustment Date in question occurs ("Adjustment CPI") is to be used in determining the amount of the adjustment. The monthly rental rate for each one year period commencing with an Adjustment Date shall be the result of multiplying the sum of \$540.00 by a fraction, the numerator of which is the Adjustment CPI and the denominator of which is the Beginning CPI, provided however, in no event shall the monthly rental rate be reduced below the monthly rental rate payable during the immediately preceding period. Should said Bureau discontinue the publication of the CPI, or publish the same less frequently, or alter the same in some other manner, then Landlord may adopt a substitute index or substitute procedure which reasonably reflects and monitors consumer prices.

5. Rent Abatement. Rent for the first twenty-four (24) months of the Lease term shall be abated, subject to recapture upon Tenant's vacation of the Premises before the end of the Lease term in connection with a Lease default.

6. Security Deposit. As security for the faithful performance of the terms, covenants and conditions of this Lease, as well as to indemnify Landlord to the extent thereof for any damages, costs, expenses or attorneys' fees which Landlord may incur by reason of any default by Tenant under any of the terms,

Covenants and conditions of this Lease, Tenant hereby deposits with Landlord the sum of \$540.00 which sum shall be paid by Tenant to Landlord upon execution of this Lease. If Tenant shall not be in default hereunder on the expiration or termination of the Lease, Landlord shall promptly repay to Tenant the then balance of said security deposit. In the event that Tenant shall be in default hereunder, on or at any time prior to the expiration or termination of this Lease, Landlord may apply the security deposit in payment of its costs, expenses and attorneys' fees in enforcing the terms hereof, and/or in payment of any damages suffered by Landlord; provided, however, that nothing herein contained shall be construed to mean that the recovery of damages by Landlord against Tenant shall be limited to the amount of the security deposit. In the event that any portion or all of the security deposit is applied as aforesaid during the term hereof, then Tenant shall deposit with Landlord additional amounts so that the security deposit in the possession of Landlord shall be restored to the aforementioned required amount.

7. Improvements to the Premises. Tenant leases the Premises in an "as is" condition. Tenant's entry into possession of the Premises shall be deemed it's acceptance of the condition of the Premises. Tenant shall not construct additional improvements to the Premises without Landlord's prior written approval. Such approval shall not be unreasonably withheld; provided, however, that construction of improvements, including delivery of materials to be used for the construction, shall not commence until after Landlord has received notice from Tenant stating the date on which the construction is to commence, so as to enable Landlord to post and record an appropriate notice of nonresponsibility, and provided further that said improvements and construction thereof comply fully with all laws, ordinances and governmental regulations applicable thereto. Title to all improvements made at Tenant's expense shall remain in Tenant until the expiration or termination of this Lease. Tenant shall not remove any improvements made by it and upon expiration or termination of this Lease, title to such improvements shall forthwith vest in Landlord; provided, however,

that Landlord in its discretion may, by written notice to Tenant, require Tenant to remove any improvements made by Tenant on or before the date of expiration or termination, even though under the terms of this paragraph such improvements would otherwise become the property of Landlord.

8. Taxes and Assessments. Tenant shall pay or cause to be paid before delinquency all personal property taxes and all taxes levied or assessed on account of any property in, on, or attached to the Premises, including without limitation property installed by or for Tenant, regardless of how, or to whom such taxes are assessed and whether such property so installed is assessed as personal property or as a part of the real property.

Also, Tenant shall pay to Landlord as additional rental within thirty (30) days after receipt of written statement from Landlord setting forth the amount thereof, the amount of all real estate taxes, or any other form of assessment, including without limitation license taxes, commercial rental taxes, levies, charges, penalties, or similar imposition, imposed by any authority having the direct power to tax, including any city, county, State or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, as against any legal or equitable interest of Landlord in the Premises, for a period within the term hereof. Without limiting the generality of the foregoing, the aforementioned taxes and assessments shall include: any tax on Landlord's right to rents or other income from the Premises or as against Landlord's business of leasing the Premises; any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged that Proposition 13 was adopted by the voters of the State of California in the June 1978 election and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants; and any assessment, tax,

fee, levy, or charge allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross receipts tax or excise tax levied by the State, city, or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof. Tenant shall bear any business tax imposed upon Landlord by the State of California or any political subdivision thereof which is based or measured in whole or in part by amounts charged or received by the Landlord under this Lease, excluding State Franchise Taxes and Federal Income Taxes.

9. Use of Premises. Tenant agrees that the Premises shall not be used for any purpose except as a pistol, rifle and trap and skeet range. Tenant may operate as a private club, however, the facilities on the Premises must also be open to the public. Tenant agrees, at its own cost and expense, to comply with all laws, rules, regulations, ordinances and statutes of any and all municipal, county, State and federal authorities which are now in effect or which may hereafter become effective pertaining to the use of the Premises and its occupancy by Tenant. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance. Tenant shall not occupy or use the Premises during the term of this Lease in such a manner as to interfere with the use or occupancy of any property adjacent to the Premises, or to interfere with the use of the Premises or any part thereof after termination of this Lease. Landlord makes no warranty or representation as to the suitability of the Premises for the use herein stated or any use. In the event of any new, changed, or unforeseen circumstances, Landlord shall have the right to establish reasonable rules and regulations regarding Tenant's permitted use of the Premises, excluding rules or regulations regarding the type or size of ammunition or shot, and Tenant agrees to observe all such reasonable rules and regulations. Except for ammunition, propellant powder, normal gun cleaning solvents, diesel

in safety cans, and fuel in vehicle fuel tanks, all of which shall at all times be stored, handled, used and disposed of in strict accordance with all applicable laws and regulations, Tenant shall not cause or permit any "Hazardous Material" (as hereinafter defined) to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local authority, the State of California or the United States Government.

10. Maintenance and Repair. Tenant shall at its own expense maintain and keep the Premises in good repair and condition throughout the term hereof and shall pay all costs of operation and maintenance on the Premises whether ordinary or extraordinary and foreseen or unforeseen, including but not limited to all costs incurred due to the negligence, carelessness, misconduct or fault of Tenant or its agents, licensees, or invitees. Landlord shall not be required to make any improvements, alterations, changes, additions, repairs or replacements whatsoever in or to the Premises. Tenant waives all provisions of law, including but not limited to Civil Code §§1941 and 1942, with respect to Landlord's obligations for tenantability of the Premises and Tenant's right to make repairs and deduct the cost of such repairs from rent. Should Tenant at any time during the term hereof fail to keep the Premises or the appurtenances thereof in good condition, order, or repair as required, Landlord or its agents may enter the Premises to perform maintenance or make repairs and the cost of same shall be added to and become a part of the installment of rent next coming due hereunder and shall be so paid by Tenant to Landlord as additional rental.

Upon the expiration of this Lease or upon any termination herein provided, Tenant shall at its sole cost and expense remove from the Premises all Tenant's personal property, and clean up and remove from the Premises all rubbish and debris and turn over the Premises to Landlord in good order and in a safe, sanitary condition. Should Tenant fail to do so, Landlord may at its option

make those removals required above or do such work as shall be required to return the Premises to an orderly and safe, sanitary condition and the cost thereof to Landlord shall be immediately repaid by Tenant to Landlord.

11. Damage or Destruction. If the Premises or any portion thereof shall be destroyed or damaged by any causes whatsoever, the following provisions shall apply:

(a) If the damage and repair thereof is of such nature and extent as not to interfere substantially with the use of the Premises by Tenant, this Lease shall remain in effect and there shall be no abatement of rent.

(b) If the damage or repair thereof is of such nature and extent as to interfere substantially with, or prevent, the use of the Premises by Tenant, this Lease shall remain in effect and there shall be no abatement of rent if Tenant is responsible for such repair. If Landlord is responsible for repair thereof, Landlord may, in its sole and absolute discretion, terminate this Lease and all obligations thereafter accruing hereunder shall terminate, or, in its sole and absolute discretion, Landlord may continue this Lease in effect, provided however that Tenant's use of the Premises and the rental due hereunder shall be suspended for the period of restoration, commencing from the date on which Tenant gives Landlord written notice of such damage.

In no event shall Landlord be required to restore the Premises. Tenant waives the provisions of Civil Code §§1932(2) and 1933(4) and any successor provisions of law with respect to damage or destruction of the Premises.

12. Landlord's Entry. Landlord or its agents shall at all reasonable times have the right to enter the Premises and any structures thereon for the purpose of examination and inspection, or making repairs at Tenant's expense which Tenant has failed to make, or exercising any of the rights of Landlord under this Lease, or for posting notices required or permitted by law. Landlord reserves the right of entry to show the Premises to prospective brokers, agents, tenants or purchasers and to place and maintain

"For Rent", "For Lease" or "For Sale" signs in one or more conspicuous places on the Premises.

13. Safety. Tenant shall adopt whatever measures may be necessary for properly policing the Premises and maintaining reasonable standards of safety and for the prevention of dumping or similar activities on the Premises. Tenant shall adopt, and at all times operate under and enforce written rules and procedures for use of the Premises concerning, without limitation, eye and ear protection and general safety routine. Proposed rules and procedures shall be submitted to Landlord prior to the commencement date of this Lease. Tenant's use of the Premises shall not commence under this Lease until Landlord has approved the proposed rules and procedures, which approval shall not be unreasonably withheld. All changes and modifications to such approved rules and procedures shall likewise be approved by Landlord before implementation.

Tenant agrees at all times during the term of the Lease that it will be its sole responsibility to assure compliance with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C. §651 et seq., the California Occupational Health and Safety Act of 1973, Labor Code §6300 et seq., and the Federal Mine Safety and Health Act of 1977, 30 U.S.C. §801 et seq., (referred to hereinafter as "the Acts"), to the extent that the Acts apply to the Premises and any activities thereon. Without limiting the foregoing, Tenant agrees to maintain all working areas, all machinery, structures, electrical facilities and the like upon the Premises in a condition that fully complies with the requirements of the Acts, including such requirements as would be applicable with respect to agents, employees or contractors of Landlord who may from time to time be present upon the Premises. Without limitation, Tenant agrees to indemnify and hold harmless Landlord from any liability, claims or damages arising as a result of a breach of the foregoing agreement and from all costs, expenses and charges arising therefrom, including, without limitation, attorneys' fees and court costs incurred by Landlord in connection therewith.

14. Condemnation. If all the Premises, or such a portion thereof as to leave the remainder unusable by Tenant for its intended use hereunder, shall be appropriated or taken by any governmental authority under eminent domain proceedings or otherwise (which taking shall include a sale by Landlord to any governmental authority, either after an action is filed or while under the threat of a taking), then this Lease shall terminate at the time of actual physical taking of possession by such governmental authority, and Landlord and Tenant shall thereupon be released from all liabilities thereafter accrued under this Lease.

In the event that any portion of the Premises is so taken, and the remaining portion is still usable to Tenant for its intended use hereunder, then this Lease shall remain in full force and effect as to such remaining portion, and there shall be a proportionate abatement of rent based upon the impairment to Tenant's use of the Premises arising from the taking when compared with Tenant's use prior to the taking.

In the event of any such taking, neither this Lease nor the leasehold interest created herein shall be an asset of Tenant, and Landlord shall be entitled to receive the entire award or compensation arising from the taking; provided, however, that Tenant shall be entitled to receive any amount awarded as compensation for the taking of fixtures and equipment owned by Tenant and which would not, by the terms of this Lease, become property of the Landlord.

15. Consents and Waivers. The giving of any consent, or the waiver of any requirement of its consent, hereunder by Landlord or the breach by Tenant of any provisions requiring such consent of Landlord, shall not annul or render inoperative any provisions hereof requiring such consent. No consent given by Landlord to any act or omission of Tenant shall be construed as a consent to any other or further or different act or omission. No act or omission, acquiescence or forgiveness by Landlord of any failure by Tenant to perform any terms or conditions of this Lease shall be deemed or construed to be a waiver by Landlord of the right, at all times thereafter, to insist upon the full and complete performance by

ant of the terms and conditions of this Lease, unless a written amendment to this Lease setting forth the change is executed by both Landlord and Tenant. The acceptance of rent hereunder by Landlord shall not be deemed a waiver of any breach hereunder by Tenant other than the failure to pay the particular rental so accepted. No waiver by Landlord of any breach by Tenant hereunder shall constitute a waiver of any other breach of Tenant, regardless of knowledge of Landlord thereof. The rights and remedies of Landlord hereunder are cumulative and shall not be deemed to be exclusive of any other remedy or right conferred by law, and the exercise by Landlord of any right or remedy (whether conferred hereby or conferred by law) shall not impair Landlord's right to exercise any other right or remedy.

16. Liens. Tenant agrees to pay any and all liens and claims that may be asserted or claimed against the Premises by reason of anything done or ordered to be done by Tenant in, on, or about the Premises and that if any such lien shall be asserted against the Premises or if any execution or judgment against Tenant upon any claim, suit or proceeding against Tenant shall be levied against the Premises or against any interest therein, then Tenant within thirty (30) days after the same shall have been levied, shall cause the same to be discharged or paid or make adequate provisions satisfactory to Landlord for the payment, satisfaction, or discharge of the same; provided, however, that nothing herein contained shall be construed so as to prevent Tenant from contesting in good faith the legality of any such lien, claim or levy, provided that Tenant furnish to the Landlord a good and sufficient bond in an amount and in form and with surety satisfactory to the Landlord fully protecting Landlord against any loss, damage, costs or expense arising by reason of any such lien, claim or levy pending the final determination thereof.

17. Indemnification and Exculpation of Landlord. Tenant shall indemnify and defend Landlord and save him harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, bodily injury or damage to property arising from or out of any occurrence in, upon or at

the Premises or the improvements, or the occupancy or use by Tenant of the Premises or the improvements or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees or servants, except to the extent such loss of life, bodily injury or damage to property is caused by the active negligence or wilful misconduct of Landlord.

Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause whatsoever except to the extent such damage is caused by the active negligence or wilful misconduct of Landlord. Except as otherwise set forth in this paragraph 17, Landlord shall not be liable to Tenant or any other person for any damage caused or contributed to by the condition of the Premises or any failure to repair same, or by the making of any repairs, alterations, or additions thereto. Tenant waives all claims against Landlord for damage to person or property arising for any reason except to the extent claims arise from the active negligence or wilful misconduct of Landlord.

18. Insurance. Tenant shall keep in full force and effect during the term of this Lease, Worker's Compensation Insurance covering all employees of Tenant with a waiver of subrogation as to Landlord and comprehensive general liability and property damage insurance covering all its operations on or related to the Premises. The limits of such comprehensive general liability and property damage insurance shall not be less than Two Million Dollars (\$2,000,000.00) combined single limit. All such comprehensive general liability and property damage policies shall be procured and maintained through an insurance broker and company acceptable to Landlord (which acceptance shall not be unreasonably withheld), shall name Landlord as an additional insured, shall provide for at least thirty (30) days prior written notice to Landlord of cancellation or termination, and, if obtainable from Tenant's insurance carrier, shall contain cross-liability endorsements in substantially the following form:

"The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgment made, or

brought by, or in favor of any other insured, or by or in favor of any employee of such other insured."

Certified copies of such insurance policies or certificates evidencing such insurance shall at all times be supplied to Landlord. Tenant shall immediately notify Landlord of any lapse, termination or cancellation, actual or contemplated, of such policies. Insurance requirements shall be subject to reasonable revision by Landlord in the event Tenant's activities change to such an extent as to make additional protection necessary.

19. Default. If one or more of the following events shall occur:

(a) Tenant shall default in the payment of rent or in the payment of any sum due and owing by Tenant to Landlord and shall fail to rectify said default within three (3) days after being served with written notice thereof by Landlord;

(b) Tenant shall make an assignment for the benefit of creditors;

(c) Tenant shall file a petition or answer seeking reorganization or arrangement under any laws of the United States relating to bankruptcy or any other applicable statute;

(d) An attachment or execution shall be levied upon Tenant's property or interest under this Lease, and shall not be satisfied or released within thirty (30) days thereafter unless Tenant protects Landlord by bond or other security acceptable to Landlord;

(e) An involuntary petition in bankruptcy shall be filed against Tenant, or receiver or trustee for all or any part of property of Tenant under this Lease shall be appointed by any court, and such petition shall not be withdrawn, dismissed or discharged, or such receiver or trustee removed, within sixty (60) days from filing or appointment thereof; or

(f) Default shall be made in the performance or observance of any other covenant, agreement, obligation, provisions or condition to be performed or kept by Tenant under the terms and provisions of this Lease and such default shall continue for thirty (30) days after written notice thereof given by Landlord to Tenant,

unless such default is other than in the payment of money, cannot reasonably be cured within such thirty (30) days, and Tenant commences to cure the same within such thirty (30) days and thereafter prosecutes the effort to cure the same diligently to completion;

Then, and in any or either of such events Landlord may, at its option, terminate this Lease by serving written notice thereof on Tenant, and, with or without process of law, re-enter and take complete possession of the Premises, and with or without process of law remove all persons therefrom, and all right, title and interest of the Tenant, in and to the Premises shall immediately thereupon cease and terminate, and Tenant hereby covenants in such event to peacefully and quietly yield up and surrender said Premises to Landlord, remove from the Premises all Tenant's personal property, and clean up and remove all rubbish and debris, and restore and leave the Premises in an orderly, safe and sanitary condition, and to execute and deliver to Landlord such instrument or instruments as will properly evidence termination of its rights hereunder and its interest herein as shall be required by Landlord. Upon such termination, Landlord may recover from Tenant:

(i) The worth at the time of award of the unpaid rent which had been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Tenant proves could be reasonably avoided; and

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by

Tenant's failure to perform his obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in subparagraphs (i) and (ii) of this paragraph is computed by allowing interest at the maximum rate an individual is permitted by law to charge. The worth at the time of award of the amount referred to in subparagraph (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

Even though Tenant may be in default under this Lease and has abandoned the Premises, Landlord may continue the Lease in effect for so long as Landlord does not terminate the Tenant's right to possession, and Landlord may enforce all his rights and remedies under this Lease, including the right to recover the rentals as they become due under the Lease. Landlord shall not be deemed to have terminated this Lease by his acts of maintenance or preservation or efforts to relet the Premises, the appointment of a receiver on initiation of Landlord to protect its interest under this Lease, or by any action in unlawful detainer, unless Landlord notifies Tenant in writing that he has elected to terminate the Lease, and Tenant further covenants that service by Landlord of any notice pursuant to the unlawful detainer statutes and the surrender of possession by Tenant pursuant to such notice shall not, unless Landlord elects to the contrary in writing at the time of, or at any time subsequent to the service of such notice, be deemed to be a termination of this Lease.

20. Holding Over. Should Tenant hold over or continue in possession of the Premises after the term hereof, with the consent of Landlord thereto, either expressed or implied, such holding over shall be a tenancy from month to month subject to all the terms of this Lease pertaining to the obligations of Tenant.

21. Notices. Whenever in this Lease it shall be required that notice or demand be given or served by either party to this Lease, such notice or demand shall be in writing and shall

be delivered personally or forwarded by certified mail, postage prepaid, addressed as follows:

To Landlord: CalMat Co.  
13139 Ramona Boulevard, Suite G  
Irwindale, CA 91706-3797  
Attn: Property Manager

To Tenant: San Gabriel Valley Gun Club  
4001 Fish Canyon Boulevard  
Duarte, CA 91010

or elsewhere, as the respective parties hereto may from time to time designate in writing. Any notice given by certified mail shall be deemed to have been given not later than forty-eight (48) hours after having been deposited in the United States mail.

22. Assignment and Subletting. Tenant shall not voluntarily or by operation of law assign, sublet or otherwise encumber (which term without limitation shall include the granting of concessions or licenses) the whole or any part of the Premises without in each instance first having received the expressed written consent of Landlord, which shall not be unreasonably withheld. Any assignment, sublease, or encumbrance (which terms are hereinafter collectively designated as a "transfer") made without the prior written consent of Landlord shall be void and of no force and effect. No consent to any transfer shall constitute a further waiver of the provisions of this paragraph.

Landlord hereby consents to the concession currently granted without written agreement by Tenant to Frank Ruiz, Mark Ruiz and Doug Level, dba the Gun Club Restaurant, for operation of a short order restaurant on the Premises, provided however Landlord reserves the right to review and approve or disapprove any written agreement for such concession; such approval shall not be unreasonably withheld.

As a precondition to Landlord's consideration for approval of any proposed transfer, Tenant shall submit to Landlord in writing:

- (a) The name and legal composition of the proposed transferee;
- (b) The proposed transferee's intended use of the Premises, which shall not be other than the specific use authorized by this Lease;

(c) Such information as to the proposed transferee's financial responsibility, business experience, and standing as Landlord may reasonably require;

(d) A written consent of the proposed transferee to all the terms and conditions of this Lease and said transferee's consent to the incorporation of the terms and conditions of this Lease into any document of transfer; and

(e) All of the terms and conditions upon which the proposed transfer is to be made.

No transfer permitted by Landlord shall relieve Tenant of its obligation to pay rent and to perform all of the other obligations to be performed by Tenant hereunder. Before any such transfer permitted by the terms of this Lease become effective for any purpose, transferees must in writing assume all of the obligations of this Lease and agree to be bound by all the terms of this Lease without in any way limiting or relinquishing or discharging the original Tenant from any liability under any provisions of this Lease on account of such transfers. Acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver of this provision or of any provision of this Lease.

In the event of default by any transferee or Tenant or any successor of Tenant, in the performance of any of the terms of this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said transferee. Landlord may consent to subsequent transfers of this Lease or amendments or modifications to this Lease with transferees of Tenant without notifying Tenant or any successor of Tenant and without obtaining its or their consent thereto and such action shall not relieve the Tenant or Tenant's successor of liability under this Lease. Notwithstanding any transfer, or any indulgences, waivers or extensions of time granted by Landlord to any transferee, or failure by Landlord to take action against any transferee, Tenant waives notice of any default of any transferee and agrees that Landlord may at its option proceed against Tenant without having taken action against or joined such transferee,

except that Tenant shall have the benefit of any indulgences, waivers and extensions of time granted to any such transferee. Landlord's written consent to any transfer by Tenant shall not constitute an acknowledgement that no default then exists under this Lease of the obligations to be performed by Tenant, nor shall such consent be deemed a waiver of any then existing default.

Tenant immediately and irrevocably assigns to Landlord as security for Tenant's obligations under this Lease, all rent from any transferee, and Landlord as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease; except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

Except for short order restaurant concession, ninety percent (90%) of all rent received from Tenant's transferee in excess of the rent payable by Tenant to Landlord under this Lease is hereby assigned to Landlord and shall be paid to Landlord by Tenant promptly after receipt.

If Tenant consists of more than one person or entity, a purported transfer, voluntary, involuntary, or by operation of law, from one Tenant to the other shall be deemed a voluntary transfer.

If Tenant is a corporation, the stock of which is not traded through an exchange or over the counter, any dissolution, merger, consolidation, or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of more than 50% of the value of the assets of Tenant, shall be deemed a voluntary transfer. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing more than 50% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors.

Notwithstanding the provisions regarding the transfer of corporate stock, a change in the membership of the Tenant as the result of normal terminations and issuances of memberships in the course of

the normal activities of the Tenant will not be considered in determining whether there has been a transfer of the Lease.

23. Utilities. Tenant shall pay prior to delinquency all charges for electricity, light and power, water, gas, telephone and all similar charges which may accrue with respect to the Premises during the term of this Lease. Should Tenant fail to so pay any utility charge as required herein, Landlord may, without prejudice to any other right or remedy, pay such charge, and all amounts so advanced by Landlord shall be added to and become a part of the installment of rent next coming due hereunder and shall be so paid by Tenant to Landlord as additional rental.

24. Insolvency of Tenant. This Lease and the interests of Tenant hereunder shall not be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by Tenant, without the written consent of Landlord.

25. Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

26. Subordination Agreement. Tenant shall, upon Landlord's request, execute an estoppel certificate and any instrument or instruments permitting a mortgage or deed of trust to be placed on the Premises, or any part thereof covered by said mortgage or deed of trust, and subordinating this Lease to said mortgage or deed of trust.

27. Signs. Tenant shall not place nor permit to be placed any sign on the Premises without the prior written approval of Landlord. Such approval shall not be unreasonably withheld. If Tenant installs or permits any signs to be installed on the Premises without first having obtained Landlord's written approval thereof, Landlord may, after giving Tenant three (3) days written notice of its disapproval of any such sign, enter upon the Premises and remove the same at Tenant's expense. Any sign shall be purchased, installed, maintained, and at the end of this Lease, removed by Tenant at Tenant's sole expense.

28. Interpretation. Time is of the essence of this Lease. Paragraph headings do not limit or add to the provisions of this Lease; on the contrary, they are to be disregarded upon any interpretation thereof. The language in all parts of this Lease shall be in all cases construed according to its fair meaning, and not strictly for or against Landlord or Tenant. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided, however, this Lease can be reasonably and equitably continued with the remaining provisions only.

29. Successors and Assigns. This Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto, subject to the provisions herein as to assignment and subletting.

30. Cost of Litigation. If either party is compelled to incur any expenses, including reasonable attorneys' fees, in connection with any action or proceeding instituted by either party by reason of any default or alleged default of the other party hereunder, the party prevailing in such action or proceeding shall be entitled to recover its reasonable expenses from the other party.

31. Quiet Possession. Landlord warrants that Tenant on paying the rental installments and other payments provided for hereby, and on keeping, observing, and performing all the other terms, conditions, and provisions herein contained on the part of Tenant to be kept, observed and performed, shall, during the full Lease term, peaceably and quietly have, hold and enjoy the Premises, subject to the terms, conditions and provisions hereof.

32. Quitclaim Deed. Tenant shall execute and deliver to Landlord on the expiration or termination of this Lease, immediately on Landlord's request, a quitclaim deed to the Premises, in recordable form, designating Landlord as transferee.

33. Relations of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any

third person to create the relationship of principal and agent or of partnership or of a joint venture between Landlord and Tenant.

34. Real Estate Brokers; Finders. Tenant represents that it has not had dealings with any real estate broker, finder, or other person, with respect to this Lease in any manner. Tenant shall hold Landlord harmless from all damages resulting from any claims that may be asserted against Landlord by any broker, finder, or other person with whom Tenant has or purportedly has dealt.

35. Reservation. Landlord reserves the right to install one or more conveyor system(s) on the Premises and to use the Premises for right of way purposes for automobiles, trucks and foot traffic provided such installation and use does not unreasonably interfere with Tenant's use of the Premises. Landlord reserves the right to use and landscape the stockpile area in back of the range area of the Premises, as illustrated on the landscape plan attached hereto as Exhibit "B".

36. Tenant Improvements. Tenant acknowledges and agrees that Landlord intends to, and shall have the right to, at Landlord's cost and expense: (a) realign the pistol range presently situated on the Premises so as to cause the line of fire to be parallel, more or less at Landlord's discretion, to the westerly boundary line of the Premises, and (b) remove an area fifty (50) feet in width and parallel to said boundary line from use by the pistol range, all as shown on the landscape plan attached hereto as Exhibit "B". Landlord is hereby authorized to enter upon the Premises, upon reasonable prior notice, to perform the above mentioned realignment and removal.

37. Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby and no other agreement, statement or promises made by any party hereto or to any employee or agent of any party hereto which is not contained herein shall be binding or valid.

////

IN WITNESS WHEREOF, Landlord and Tenant have executed  
this Lease as of the day and year first above written.

LANDLORD:

CALMAT CO.

BY *[Signature]*

BY *[Signature]*

**Asst. Secretary**

TENANT:

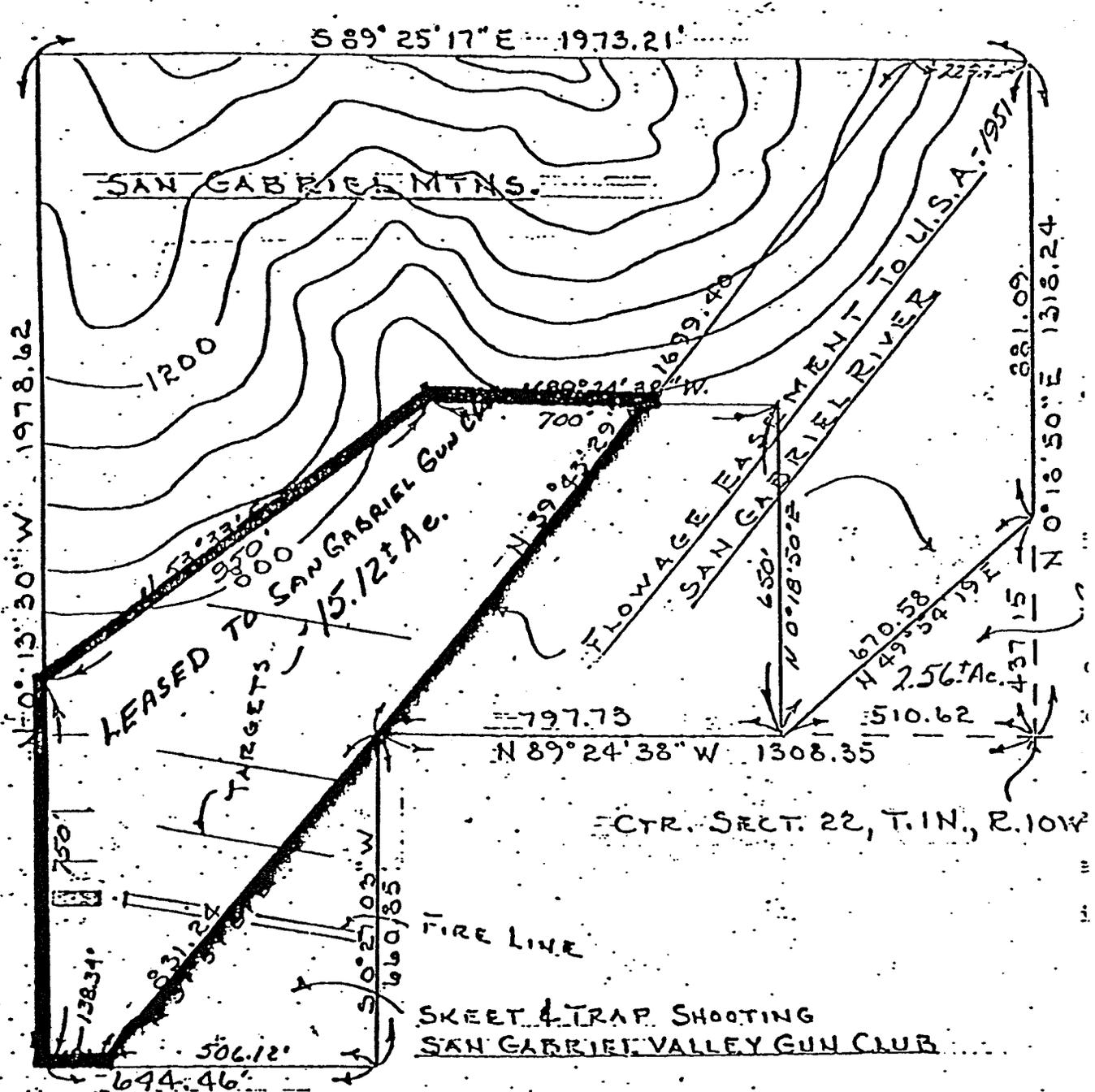
SAN GABRIEL VALLEY GUN CLUB

BY *[Signature]*

BY *[Signature]*

bwflcasce/gunclub2.doc

SCALE 1" = 500'



70.07± Ac.	ORIG. PARCEL
2.56± Ac.	CONDEMNED 1951-U.S.A.
5.55± Ac.	CONDEMNED IN FEE 1968-69
42.96± Ac.	REMAINING

CONSOLIDATED ROCK PRODUCTS  
 2730 So. Alameda St. L.A. Calif.

FISH CANYON PROPERTY

PLOT PLAN

12-11-59. S  
 REV. 6-15-70 - GHW.

# EXHIBIT 'A'



## **EXHIBIT I**

## FIRST AMENDMENT TO LEASE

This Amendment (this "First Amendment") is entered into by and between CALMAT CO., a Delaware corporation, ("Landlord") and SAN GABRIEL VALLEY GUN CLUB, ("Tenant").

### RECITALS

A. Landlord is the owner of certain real property located in the City of Azusa, County of Los Angeles, State of California, (the "Premises") and more particularly shown on Exhibit "A".

B. Landlord and Tenant are parties to that certain Lease dated May 20, 1992 (the "Lease") with respect to the Premises.

C. The parties desire to amend the Lease to change the term of the lease to an eighteen (18) month rolling term, and to change the rental rate, as hereinafter set forth.

### AGREEMENT

1. Effective May 20, 2002, the term of the Lease shall be an eighteen (18) month rolling term. Either party may terminate the Lease at any time upon eighteen (18) months' prior written notice to the other.

2. The rental rate shall remain at the current rate, including CPI adjustments in accordance with the provision of Paragraph 4 of the Lease, until June 1, 2002. Effective June 1, 2002, the rental rate shall be two thousand dollars (\$2,000.00) per month, which shall thereafter be adjusted for CPI per paragraph 4 of the Lease except that the "Adjustment Date" shall be June 1 of each year.

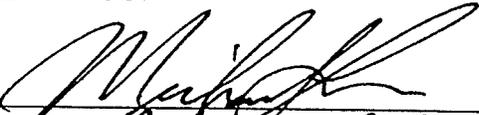
3. The parties acknowledge receipt of valuable consideration for the agreements herein.

4. Except as otherwise specifically set forth herein, all of the terms and conditions of the Lease shall remain in full force and effect.

Dated this 15 day of MAY, 2002.

LANDLORD:

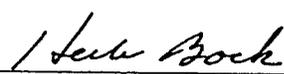
CALMAT CO.

By: 

Title: V.P. Burgess

TENANT:

SAN GABRIEL VALLEY GUN CLUB

By: 

Title: EXECUTIVE OFFICER

## **EXHIBIT J**

# Vulcan Materials Company

Western Division

May 4, 2005

CERTIFIED MAIL

San Gabriel Valley Gun Club  
4001 Fish Canyon Road  
Duarte, California 91010-1699  
Attention: Property Manager

**RE: Termination of Lease**

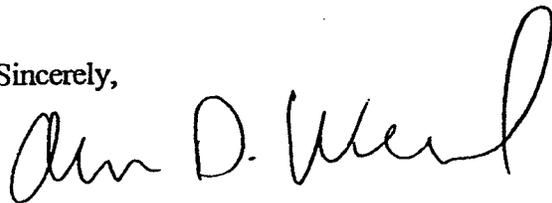
To Whom It May Concern:

In accordance with that certain Lease Agreement dated May 20, 1992 by and between CalMat Co. and San Gabriel Valley Gun Club, and that certain Lease Amendment dated May 15, 2002, by and between the parties (collectively the "Lease"), specifically paragraph 1 of the Lease Amendment which reads:

Effective May 20, 2002, the term of the Lease shall be eighteen (18) month rolling term. Either party may terminate the Lease at any time upon eighteen (18) months' prior written notice to the other.

**This letter shall constitute written notice of the termination of the Lease. The Lease will terminate eighteen (18) months from the date of your receipt of this notice.**

Sincerely,



Alan Wessel  
General Manager and Vice President,  
Southern California