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7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

10
11 Coordination Proceeding
Special Title (Rule 1550(b))

Judicial Council Coordination Proceeding No.
4408

12 **ANTELOPE VALLEY GROUNDWATER**
13 **CASES**

Santa Clara Case No. 1-05-CV-049053
The Honorable Jack Komar, Dept. 17

14 Included actions:

15 Los Angeles County Waterworks District No.
16 40 v. Diamond Farming Company, a
corporation, Superior Court of California,
17 County of Los Angeles, Case No. BC325201;

**DECLARATION OF MARK BEUHLER ON
BEHALF OF ANTELOPE VALLEY
WATER STORAGE, LLC IN LIEU OF
DEPOSITION TESTIMONY FOR PHASE 4
TRIAL**

18 Los Angeles County Waterworks District No.
19 40 v. Diamond Farming Company, a
corporation, Superior Court of California,
20 County of Kern, Case No. S-1500-CV-254-
348;

21 Wm. Bolthouse Farms, Inc. v. City of
Lancaster, Diamond Farming Company, a
22 corporation, v. City of Lancaster, Diamond
Farming Company, a corporation vs. Palmdale
23 Water District, Superior Court of California,
County of Riverside, Case Nos. RIC 353840,
24 RIC 344436, RIC 344668.

1 **DECLARATION**

2 I, Mark Beuhler, declare:

3 1. I am the General Manager for Antelope Valley Water Storage, LLC ("AVWS"), a
4 party to this action. In lieu of deposition testimony for the Phase 4 trial, I am providing this
5 declaration. I have personal knowledge of each fact herein and would testify competently
6 thereto under oath.

7 **Property Ownership and Parcel Size**

8 2. AVWS owns property that overlies the Antelope Valley Area of Adjudication as
9 decided by this Court. The property is located in Kern County and Los Angeles County. AVWS
10 owns 15 parcels in Kern County and 2 parcels in Los Angeles County. The Assessor Parcel
11 Numbers ("APNs") for the Kern County properties and Assessor Information Numbers ("AINs")
12 for the Los Angeles County properties are listed in Exhibit A, attached hereto and incorporated
13 herein.

14 3. AVWS claims groundwater rights as to the properties listed in Exhibit A. AVWS
15 also claims the right to extract water banked through its operation of the Antelope Valley Water
16 Bank.¹

17 4. AVWS owns 1,758 acres in Kern County and 80 acres in Los Angeles County.
18 For each APN/AIN identified in Exhibit A, the total acreage by parcel is provided in Exhibit B,
19 attached hereto and incorporated herein.

20 5. For each APN/AIN identified in Exhibit A, AVWS acquired the property as noted
21 in Exhibit B on August 24, 2007 and June 23, 2008 respectively.

22 6. The previous owners of the property were Craig and Marta Van Dam and Delmar
23 and Gertrude Van Dam as described in Exhibit B. AVWS believes that the Van Dams owned the
24 property from January 1, 2000 to the present.

25 7. For each individual/entity identified in paragraph 6 that individual/entity appeared
26

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¹ AVWS understands that this right is not at issue in the Phase 4 trial.

1 on the title during the following time :

- 2 a. Delmar and Gertrude Van Dam owned APNs 359-041-13, 20, 21, 22, and 23
3 on June 23, 2008.
- 4 b. Craig and Marta Van Dam owned all other parcels listed in Exhibit A on
5 August 24, 2007.
- 6 c. AVWS appears on the titles of APNs 359-041-13, 20, 21, 22, and 23
7 subsequent to the purchase date of June 23, 2008.
- 8 d. AVWS appears on the titles of all other parcels listed in Exhibit A subsequent
9 to the purchase date of August 24, 2007.

10
11 **Leases**

12 8. AVWS does not currently lease any of the property identified in Exhibit A.

13 9. As indicated in its supplemental discovery response filed January 8, 2013,
14 Grimmway Enterprises, Inc. farmed portions of the property now owned by AVWS in 2000,
15 2002, and 2004. AVWS has not obtained the applicable lease agreements from the previous
16 owner or Grimmway Enterprises, Inc.

17 10. AVWS leased property to Kern Ridge Growers from December 1, 2007 to
18 December 31, 2012. True and correct copies of the lease agreement and the subsequent
19 amendments thereto are attached as Exhibit C.

20 11. AVWS also leased property to Maritorena Farms from January 1, 2012 to June
21 30, 2012. A true and correct copy of the lease agreement with Maritorena Farms is attached
22 hereto as Exhibit D.

23 12. The APNs, acreage, Lessee and dates for each AVWS lease described above are
24 listed in Exhibit E attached hereto and incorporated herein.

25 13. AVWS intends to resume leasing some of the property indented in Exhibit A
26 for agricultural purposes. AVWS committed to continue this practice in the Environmental
27
28

1 Impact Report prepared for the Antelope Valley Water Bank.

2 **Water Meter Records/Pump Tests/Electric Records**

3
4 14. AVWS does not currently measure groundwater production on the properties
5 listed in Exhibit A using water meters. Water meters were previously used to track groundwater
6 production on some of the properties now owned by AVWS. The records that AVWS was able
7 to obtain were included in AVWS' supplemental discovery response filed on January 8, 2013.
8 However, this information is incomplete and therefore does not provide an accurate estimate of
9 total water use.

10 15. AVWS also obtained records related to pump tests and electrical use for some of
11 the wells on its properties. However, this information was also incomplete and could not be used
12 to calculate an accurate estimate of total water use.

13 16. AVWS has therefore relied crop duties and irrigated acreage information to
14 estimate total water use on its properties as explained below.

15 **State Water Project Purchases**

16
17 17. State Water Project water from Antelope Valley East Kern Water Agency
18 ("AVEK") was purchased for agricultural use and water banking on the properties listed in
19 Exhibit A. Exhibit F contains true and correct copies of delivery records and invoices for State
20 Water Project Water delivered to the properties listed in Exhibit A for 2000-2004, 2011, and
21 2012.

22 18. Exhibit G sets forth the total yearly State Water Project water deliveries to the
23 AVWS properties for the years 2000-2004, 2011, and 2012. A true and correct copy of Exhibit
24 G is attached hereto and incorporated herein.

25 19. From 2000-2004 AVEK water was used for agricultural purposes.

26 20. In 2011, operation of the Antelope Valley Water Bank began. AVWS received
27 13,805 acre-feet ("AF") of water from AVEK in 2011. 2,144 AF was used for agricultural
28 purposes on APNs 359-041-11 and 359-041-12. The remainder (11,661 AF) was used for

1 groundwater recharge.

2 21. In 2012, all water received from AVEK was used for groundwater recharge.

3 22. Surface water delivery information for 2012 is based on estimates received from
4 AVEK in November 2012 as well as preliminary calculations from the Antelope Valley Water
5 Bank. The total amount of surface water delivered in 2012 may be updated as more accurate
6 information becomes available.
7

8 **Crop Duties and Irrigated Acres**

9 1. In order to calculate water use on the properties listed in Exhibit A, AVWS relied
10 on the amount of acres in irrigation multiplied by the crop duty identified in the Summary Expert
11 Report, Appendix D-3: Table 4, a true and correct copy of which is attached to this declaration as
12 Exhibit H.

13 2. The total amount of irrigated acres and type of crop grown on the properties for
14 the years 2000-2004 are described in Exhibit I. This information was compiled from interviews
15 with local farmers conducted by WDS California II, LLC and land area information from the
16 original grant deeds from 2007 and 2008. A true and correct copy of Exhibit I is attached hereto
17 and incorporated herein.

18 3. For 2011 and 2012, AVWS reviewed Rural Property Income and Production
19 Questionnaires filed with the Kern County Assessor and confirmed the total amount of irrigated
20 acres and type of crop grown on AVWS properties with Kern Ridge Growers and Maritorena
21 Farms, who farmed the property during that time period.
22

23 4. Using the information it obtained regarding crops grown and acreage, and the
24 water duties contained in Exhibit H, AVWS calculated the total amount of groundwater used
25 each year (2000-2004, 2011 and 2012) on each APN. This information is depicted in the tables
26 contained in Exhibit J.

27 **Other Sources of Water**

28 5. The properties listed in Exhibit A only received water from groundwater pumped

1 within the Antelope Valley Groundwater Basin or from the State Water Project. Water from
2 other sources was not used on AVWS' properties.

3 Use of Water

4 6. Using the crop duty and irrigated acreage information, along with the AVEK
5 water delivery information, AVWS estimates total water used on its properties in 2000-2004,
6 2011, and 2012 as follows:
7

Year	Total Water Use (AF)
2000	6,992
2001	8,279
2002	7,987
2003	6,523
2004	5,590
2011	15,053
2012	5,855

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15 7. From 2000-2004 all water was used for irrigation as noted in Exhibit J.

16 8. In 2011, 3,392 AF was used for irrigation as noted in Exhibit J. 11,661 AF was
17 used to recharge the groundwater basin as part of the Antelope Valley Water Bank.
18

19 9. In 2012, 2,376 AF was used for irrigation as noted in Exhibit J. 3,479 AF was
20 used to recharge the groundwater basin as part of the Antelope Valley Water Bank.

21 10. Other than what is declared hereinabove, AVWS did not produce or use water
22 within the Antelope Valley Area of Adjudication for 2000-2004, 2011, and 2012.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct. Executed this 31st day of January 2013, at Los Angeles, California.

25
26
27 Mark Beuhler
28 MARK BEUHLER

EXHIBIT "A"

AVWS Parcels of Land in Kern County, Except as Noted

1. APN 261-196-02
2. APN 261-196-03
3. APN 359-041-18
4. APN 261-196-04
5. APN 359-041-11
6. APN 359-041-12
7. APN 359-041-17
8. APN 261-196-11
9. APN 261-196-09
10. APN 359-041-13
11. APN 359-041-20
12. APN 359-041-21
13. APN 359-041-22
14. APN 359-041-23
15. AIN 3258-01-28 (LA county)
16. AIN 3258-01-29 (LA county)
17. APN 359-041-01

EXHIBIT "B"

AVWS Parcel Numbers and Size in Acres

APN	Size in Acres	Original Owners	Date Acquired by AVWS
1. APN 261-196-02 (portion)	80	C&M Van Dam ¹	8/24/2007
2. APN 261-196-02 (portion)	40	C&M Van Dam	8/24/2007
3. APN 261-196-02 (portion)	80	C&M Van Dam	8/24/2007
4. APN 261-196-03	120	C&M Van Dam	8/24/2007
5. APN 359-041-18	158	C&M Van Dam	8/24/2007
6. APN 261-196-04	160	C&M Van Dam	8/24/2007
7. APN 359-041-11	160	C&M Van Dam	8/24/2007
8. APN 359-041-12	160	C&M Van Dam	8/24/2007
9. APN 359-041-17	160	C&M Van Dam	8/24/2007
10. APN 261-196-11	160	C&M Van Dam	8/24/2007
11. APN 261-196-09	320	C&M Van Dam	8/24/2007
12. APN 359-041-13	80	D&G Van Dam ²	6/23/2008
13. APN 359-041-20	10	D&G Van Dam	6/23/2008
14. APN 359-041-21	10	D&G Van Dam	6/23/2008
15. APN 359-041-22	10	D&G Van Dam	6/23/2008
16. APN 359-041-23	10	D&G Van Dam	6/23/2008
17. AIN 3258-01-28 (LA Co.)	40	C&M Van Dam	8/24/2007
18. AIN 3258-01-29 (LA Co.)	40	C&M Van Dam	8/24/2007
19. APN 359-041-01	40	C&M Van Dam	8/24/2007
TOTAL	1,838	-	-

¹ Craig and Marta Van Dam

² Delmar and Gertrude Van Dam

EXHIBIT "C"

KERN RIDGE GROWERS LEASE AND AMENDMENTS

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made and entered into as of August 24, 2010, by and between ANTELOPE VALLEY WATER STORAGE, LLC, a Delaware limited liability company ("Landlord"), and KERN RIDGE GROWERS, LLC, a California limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated as of December 1, 2007 (the "Lease"), whereby Landlord leases to Tenant and Tenant leases from Landlord certain Property located in Kern County, California, as indicated on Exhibits A and B to the Lease (the "Property").

B. The term of the Lease is scheduled to expire on December 31, 2010.

C. Tenant has exercised its First Refusal Rights pursuant to Section 3 of the Lease to lease for the calendar year 2011 Available Land consisting of 303 net farmable acres with the assessor parcel numbers and net farmable acres set forth in Exhibit A to this Amendment and depicted in the map attached as Exhibit B to this Amendment.

D. Unless otherwise defined herein, capitalized terms as used herein shall have the same meanings as given thereto in the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Term. The Term of the Lease is hereby extend for a period of one year commencing on January 1, 2011 and expiring on December 31, 2011 (the "Extended Term").

2. Leased Property. During the Extended Term all references in the Lease to the "Property" shall mean the 303 net farmable acres of land described in Exhibits A and B attached to this Amendment.

4. Brokers. Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this First Amendment. Each party further agrees to defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any entity who claims or alleges they are entitled to a commission based on the acts of the indemnifying party.

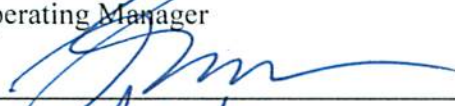

5. No Further Modification. Landlord and Tenant agree that except as expressly set forth in this Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect and specifically, the rights and obligations set forth in the Lease at Section 3 and Section 4 shall remain unmodified by this Amendment and continue through December 31, 2013. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease, as amended by this Amendment.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

"LANDLORD"

ANTELOPE VALLEY WATER STORAGE, LLC,
a Delaware limited liability company

By: Antelope Valley Public Water, LLC,
a Delaware limited liability company
its Operating Manager

By 
Its: 

"TENANT"

KERN RIDGE GROWERS, LLC, a California
limited liability company

By 
ROBERT P. GIRAGOSIAN, Manager

EXHIBIT A

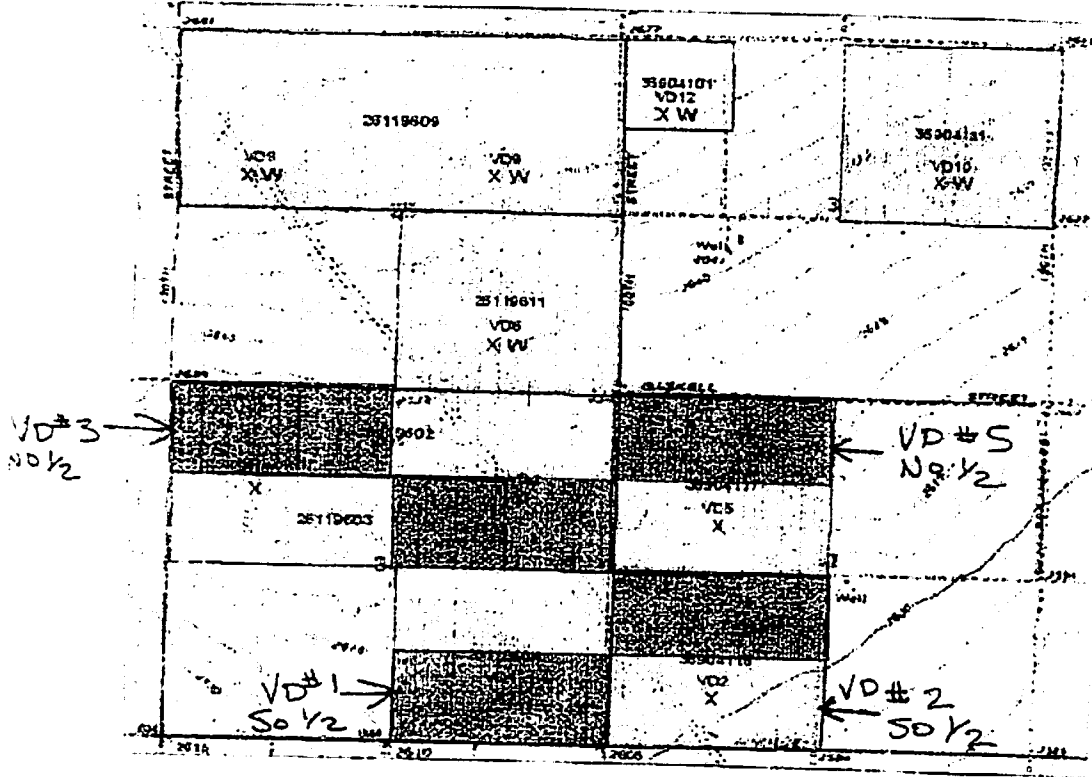
Description of Property

<u>Assessor's Parcel Number</u>	<u>Field Number</u>	<u>Gross Parcel Acres</u>	<u>Net Farm Acres</u>
261-196-04	S ½ VD 1	79.09	76
359-041-18	S ½ VD 2	76.43	74
261-196-02	N ½ VD 3	~80	78
359-041-17	N ½ VD 5	78.30	75
		<u>313.69</u> Gross Acres	<u>303</u> Net Acres

EXHIBIT B

Map

Map of VD 3, VD 5, and VD 2
South 1/2 of VD 1 and VD 1



VD #1	So 1/2	76 ACRES
VD #2	So 1/2	74 ACRES
VD #3	No 1/2	78 ACRES
VD #5	No 1/2	75 ACRES

State of J. W. and R. H. Lease, (p. 2) (3)

303 ACRES

LEASE AGREEMENT

THIS LEASE ("Lease") made as of this 1st day of December, 2007, by and between Antelope Valley Water Storage, LLC, a Delaware limited liability company ("Landlord"), and Kern Ridge Growers, LLC, a California limited liability company ("Tenant"), hereafter sometimes referred to collectively as "parties" and individually as "party," with reference to the following facts:

RECITALS

WHEREAS, Landlord is the owner of the real property described on Exhibit "A" with the assessor parcel numbers and net farmable acres and also depicted in the maps in Exhibit "B" both attached hereto and incorporated herein by this reference ("Property"). (Note: With respect to Exhibit "B", an "X" has been placed in each parcel which makes up the Property that will be subject to this Lease, which Property consists of 1,404 farmable acres);

WHEREAS, the Property is a part of the land and facilities which comprise the Antelope Valley Water Bank located in the Neenach sub-basin of the Antelope Valley Groundwater Basin. Landlord and Tenant intend by this Lease to provide for the conjunctive use of the Property for a sustained farming operation under the terms stated in this Lease and for the purposes of Landlord's use of the Property for groundwater recharge, banking, storage and recovery in accordance with permits and agreements governing the Antelope Valley Water Bank ("Project");

WHEREAS, the Property was subject to those certain lease agreements entered into on April 27, 2004 ("Original Lease"), between the predecessors-in-interest to the parties hereto that had a term of six (6) years from January 2005 through December of 2010 together with that certain separate lease agreement entered into on October 17, 2007 ("Second Lease") containing a portion of an additional 160 acre parcel that had a term of approximately one (1) year from October 17, 2007 to December 31, 2008, which the parties hereto desire that this Lease supersede and replace the Original Lease and Second Lease in their entirety and the Original Lease and Second Lease shall be void and of no effect upon execution of this Lease;

WHEREAS, Tenant is in the business of farming and marketing certain crops;

WHEREAS, Landlord and Tenant desire to work cooperatively so that the Property can be jointly developed and used to sustain a successful farming operation in conjunction with a successful groundwater recharge, banking, storage and recovery project; and

WHEREAS, Tenant desires to lease the Property from Landlord, and Landlord desires to lease the Property to Tenant, all subject to the terms and conditions further set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Leased Premises. Subject to Landlord's reservation of its right to use the Property for Project purposes as set forth herein, Landlord hereby leases to Tenant and Tenant leases from Landlord, the Property and all improvements thereon, including but not limited to ten (10) wells located on the Property ("Wells"), as indicated on Exhibit "C" attached hereto, all pursuant to the terms and conditions set forth herein. The leased premises exclude all future Project related improvements absent prior written agreement by Landlord.

2. Term. Subject to Landlord's right to terminate this Lease as to certain portions of the Property as set forth hereafter, the term of this Lease shall commence on December 1, 2007, and shall continue until midnight on December 31, 2010 ("Term").

3. Right of First Refusal to Farm Project Land.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Right of First Refusal to Farm Additional Land.

[REDACTED]

[REDACTED]

5. Rent.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Purpose. This Lease is entered into to allow Tenant the use of the Property for the purpose of cultivating certain crops, which crops shall include, but not be limited to, carrots ("Crops") and for such purposes incidental thereto including, but not limited to, cultivating, harvesting, hauling, packing and storage of the Crops. Tenant shall be responsible for and shall plant, grow, harvest and otherwise farm the Property for Tenant's own account. Tenant shall farm in accordance with the good farming practices utilized in the area and in compliance with all existing and future laws, ordinances and regulations applicable to Tenant's use of the Property during the Term. Tenant agrees that it shall not use or permit the use, storage or dumping of municipal waste, sewage or sludge or other substance on the Property which has any potential of contaminating the soil or groundwater underlying the Property, except for materials or chemicals currently utilized consistent with good farming practices in the area.

7. Wells and Water Usage.

a. Landlord represents that there are ten (10) existing Wells on the Property having the capacities set forth on Exhibit "C" attached hereto and incorporated herein by this reference. Eight (8) of the Wells are electric and two (2) are diesel. The parties hereto acknowledge that the Wells are improvements subject to this Lease, and throughout the Term hereof, Tenant shall have the exclusive right to use such Wells and water drawn there from, provided that, with Tenant's prior consent, Landlord may use one or more of such Wells for Project purposes in the manner stated in subsection 7(b) below. Landlord agrees that upon execution of this Lease, Landlord shall provide Tenant with copies of any and all water service agreements which may affect the Property and or the Wells. Except as otherwise provided herein, Tenant agrees to take possession of the Wells in their current as-is condition, provided however that Landlord represents that to the best of its knowledge, all Wells are in good condition and fully operational. Any credits for water usage during the Term of this Lease which accrue as the result of Tenant's use and possession of the Property, shall accrue to the benefit of the Property and Landlord for purposes of establishing prior beneficial use.

b. Landlord reserves the right to use the Wells on the Property for Project purposes in accordance with the permits, approvals and agreements obtained by or for Landlord in connection with the Antelope Valley Water Bank, conditioned upon Tenant's prior express consent which consent shall not be unreasonably withheld so long as Landlord's use of the Wells does not unreasonably interfere with Tenant's farming operations on the Property or diminish the quantity or quality of water necessary for Tenant's farming operation. To the extent that Landlord's use of the Well(s) causes the quantity of water available from the Well(s) to be insufficient for farming operations and Tenant elects to utilize alternative sources of water for irrigation that are more expensive than water taken from the Well(s), then Landlord shall either reimburse Tenant for such additional cost or provide a rent credit that is of equivalent value for the balance of the Lease term. If any of the Wells required by Tenant become unavailable or incapable of being used by Tenant for farming purposes due to the degradation of the components of the Well as a direct result of Landlord's activities in connection with the Project, Landlord shall be responsible for the cost to timely repair, replace or reconstruct the components

of the Well (to a maximum amount of \$100,000.00 per well) so that any such Well is made suitable for farming operations or Landlord will provide Tenant with an alternate source of water. If the alternative source of water is more expensive than water taken from the Wells, then Landlord will either reimburse Tenant for such additional cost or provide a rent credit that is of equivalent value for a period not exceeding one (1) year.

c. To the extent Landlord exercises its right to terminate this Lease as to portions of the Property as provided herein, and there exist Wells and other irrigation improvements located on the portions of the Property which are terminated, Tenant shall continue to have access to and use of such Wells and irrigation improvements to irrigate the remaining Property and the additional approximate 120 acre parcel subject to another lease of former Van Dam property by Tenant.

8. Project Water Delivery. To the extent Project water is available to Landlord, Tenant may request that Landlord (including its designee) deliver water to Tenant at cost for use on any portion of the Property, provided that the cost shall not exceed the average cost to produce an equal amount of water from the existing Wells on the Property.

9. Operating and Maintenance Costs. Except as otherwise provided herein, Tenant shall keep and maintain the Property and any improvements utilized for farming purposes in good order and repair and in the same condition as when received, except for reasonable wear and tear. Without limiting the generality of the foregoing, Tenant shall be responsible for all routine operating, maintenance and repair costs in connection with Tenant's use of the Property and the Wells for farming purposes. Notwithstanding the foregoing, the Landlord shall be responsible for non-routine maintenance and repair costs for the Wells and related irrigation facilities in excess of \$2,500.00 per event so that they are in good condition and repair, except where any maintenance and repair is necessitated by Tenant's negligent or abusive use or Tenant's failure to conduct routine repairs and maintenance as required by this Section 9, in which case Tenant shall be responsible for all such maintenance and repair costs necessitated thereby. Landlord shall be responsible for all capital, maintenance and operating costs in connection with Landlord's use of the Property for Project purposes. Landlord shall keep and maintain all improvements on the Property utilized for Project purposes.

10. Property Taxes. (i) Tenant shall pay, prior to delinquency, all personal property taxes or assessments levied upon Tenant's personal property situated on or about the Property during the Term of this Lease, and (ii) Landlord shall pay all real property taxes or assessments levied in connection with the Property. During the Term of this Lease, Tenant shall take no action in its operations or construct any improvements which will result in an increase in Landlord's liability for real property taxes, other than farming the Property.

11. Insurance. At all times during the Term hereof and at Tenant's sole cost, Tenant shall maintain in full force and effect, for the protection of Landlord and Tenant, as their interests may appear, a policy or policies of insurance in form and in substance reasonably satisfactory to Landlord and with insurers reasonably acceptable to Landlord, which afford the following coverages: (i) worker's compensation in the statutorily required amount, together with employers' liability coverage, (ii) comprehensive general liability insurance with an aggregate liability amount not less than \$2,000,000 combined single limit, and (iii) any other insurance required

applicable by law during the Term in connection with Tenant's use of the Property. Landlord shall be an additional insured pursuant to such policies and the insurance required by this Section shall be primary as respects Landlord and not contributory with any other available insurance, shall contain such endorsements as are reasonably acceptable to Landlord, and shall require not less than thirty (30) days prior notice to Landlord in the event of cancellation or modification.

12. Hazardous Substances.

a. Except in compliance with applicable laws and regulations, Tenant shall not use, store or knowingly permit hazardous or toxic substances, materials or waste, or similar substances, as defined under applicable federal and state laws and regulations ("Hazardous Substances").

b. Tenant shall comply with all applicable federal, state and local environmental protection, occupational, health and safety and similar laws, ordinances, restrictions, licenses and regulations.

13. Waste or Nuisance. Tenant shall not commit, or permit others to commit, any waste upon the Property. Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined by California Civil Code Section 3479 on the Property. Tenant shall not use or permit the use of the Property for any unlawful purpose or for any purpose other than that set forth herein.

14. Right of Entry. Landlord or its agents, servants employees or representatives may enter the Property at any reasonable time (i) for Project purposes (ii) for the purpose of ascertaining compliance by Tenant with the requirements of this Lease, (iii) in connection with Landlord's development, leasing or sale: plans for the Property, if any, including but not limited to placing of "For Sale" or "For Rent" signs on the Property, or (iv) for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Property. Notwithstanding the above, Landlord shall not materially interfere with Tenant's farming operation except as otherwise agreed to between the parties.

15. Alterations and Mechanics' Liens.

a. Tenant shall not make or permit any alterations or improvements (excluding planting and cultivation of Crops and installing necessary irrigation systems) to the Property having a value in excess of \$50,000 without the prior written consent of Landlord, which consent shall not be unreasonably withheld. The foregoing notwithstanding, Tenant may make necessary repairs to the Property and the improvements thereon as needed without Landlord's consent. Any alterations or improvements placed upon the Property shall be constructed in a good and workmanlike manner and shall be in full compliance with any applicable laws, ordinances and regulations. Upon termination or expiration of this Lease, any improvements and alterations other than trade fixtures shall be the property of Landlord, and no reimbursement to Tenant shall be required. Tenant shall remove all trade fixtures placed by Tenant on the Property on or before the expiration of this Lease.

b. Any alterations or improvements placed upon the Property by Tenant shall be constructed at Tenant's sole cost and expense in the absence of Landlord's prior agreement to the contrary. Tenant shall keep the Property free and clear of any and all liens arising out of any work performed or materials furnished at the request of Tenant, or obligations incurred by Tenant.

16. Liens, Taxes, Assessments, Utility Charges. Tenant shall not permit to be enforced against the Property or any part thereof, any liens arising from Tenant's use of the Property or from Tenant's failure to fully comply with the obligations set forth in this Lease, and Tenant shall discharge or post bond against all such liens before any action is brought to enforce the same.

17. Default and Remedies.

a. Any failure by Tenant to pay rent within ten (10) days after receipt of written notice therefrom Landlord shall be deemed a default under this Lease. Any failure by Tenant to cure (or commence and diligently pursue cure) of any violation of any other covenant within thirty (30) days after receipt of written notice thereof from Landlord, shall be deemed a default under this Lease. Any appointment of a receiver to take possession of all or substantially all of the assets of Tenant, any making of a general assignment by Tenant for the benefit of creditors, any filing by or against Tenant under any bankruptcy or insolvency act, or any levying of any writ of attachment or writ of execution against Tenant's interest in the Property or any Crops thereon, which shall not be satisfied or discharged by Tenant within sixty (60) days after receipt of written notice thereof from Landlord, shall be deemed a default under this Lease.

b. Upon any default by Tenant under the terms of this Lease, Landlord shall have the right to exercise any and all remedies available at law or in equity including, without limitation, the right to terminate Tenant's right to possession of the Property by any lawful means, in which case, this Lease shall terminate and Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenants default.

18. Possession. Subject to Landlord's right to use the Property for Project purposes as specifically set forth herein, Tenant shall be granted exclusive possession of the Property on execution of this Lease. Landlord represents that there are no leases affecting the Property in effect, and there are no parties claiming any right to possession of any portion of the Property.

19. Adjudication. Landlord and Tenant acknowledge that the Antelope Valley Ground Water Basin is undergoing an adjudication of the claims of all parties who assert a right to groundwater within the basin in the Antelope Valley Groundwater Cases (Judicial Council Coordination Proceeding No. 4408) pending before the Superior Court of Los Angeles County ("Adjudication"). It is the Landlord's intent to retain all its rights to recharge, store, recover and use water from the basin. Landlord does not represent, warrant or guarantee any outcome or resolution of the Adjudication as it may relate to the Property, and Landlord shall not be responsible to Tenant for any reduction in groundwater available to the Property that may result from the Adjudication.

20. Landlord's Right to Terminate. Landlord shall have the right to terminate this Lease as to portions of the Property, which portions are indicated by a "W" on Exhibit "B," which total approximately 678 gross acres ("Termination Portion"). Landlord may exercise such termination right to terminate for up to 480 gross acres per year provided that the portions so terminated shall be used for Project purposes. Landlord may terminate this Lease as to such portions of the Property subject to the following conditions:

a. Landlord must deliver to Tenant in writing advance notice (a "Termination Notice") of at least one (1) calendar year. For example, if Landlord elects to terminate portions of the Property as provided above, as of a particular date (the "Termination Date"), for example, January 1, 2009, Landlord must give Tenant a written notice indicating the specific portion(s) of the Property subject to termination no later than January 1, 2008. Tenant will release to Landlord the acreage subject to the Termination Notice at the earliest possible date following completion of harvest but in no event later than the Termination Date.

b. Effective as of any Termination Date, Rent thereafter shall be adjusted downward to reflect the removal of the farmable acreage covered by the Termination Notice.

c. Upon receipt of any Termination Notice, Tenant shall have until the earlier of (i) the following December 31, or (ii) one hundred eighty (180) days from the date of the Termination Notice to elect to terminate this Lease by delivery of written notice thereof to Landlord.

21. Notices. All notices and other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) mailed by certified or registered mail, postage prepaid. Return receipt requested and addressed to the other party at the address stated herein below, or at an address the party may hereafter designate in writing:

TENANT: Kern Ridge Growers, LLC
P. O. Box 455
25429 Barbara Street
Arvin, CA 93203
Attn: Robert P. Giragosian
Tele No. (661) 854-3141
Fax No. (661) 854-7229

LANDLORD: Antelope Valley Water Storage, LLC
c/o Western Development & Storage
5700 Wilshire Blvd., Suite 330
Los Angeles CA 90036
Attn: Andrew Werner
Tele No. (323) 936-9303
Fax No. (323) 930-9114

With a copy to:

c/o CIM Group
6922 Hollywood Blvd., 9th Floor
Los Angeles, CA 90028
Attn: Avi Shemesh
Tele No. (323) 860-4900
Fax No. (323) 860-4901

22. Attorneys' Fees. In the event of any litigation between Landlord and Tenant to interpret or enforce any of the provisions of the Lease or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses including, but not limited to, reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of judgment rendered in such litigation.

23. Waivers. A waiver by any party of any of the terms and conditions of this Lease in anyone instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof, nor shall it be deemed a waiver of performance of any other obligation hereunder. No waiver by either party shall be effective unless contained in a writing signed by the waiving party.

24. Successors and Assigns; Encumbrances. This Lease shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns. Tenant shall have the right to assign its interest under this Lease, upon Landlord's prior written consent, which consent shall not be unreasonably withheld so long as Landlord determines that the assignee is capable of fully performing all the terms of this Lease, provided that Tenant remains liable under this Lease. Tenant shall have the right to encumber its interest under this Lease provided that in no event shall any encumbrance in any way affect or jeopardize Landlord's interest in the Property, including use of the Property for Project purposes.

25. Release of Landlord Upon Sale or Assignment. Landlord shall have the right to sell the Property and/or assign its interest under this Lease, provided that in any such event Landlord agrees to and shall, as a condition precedent to any such sale and/or assignment, obtain written agreement from the buyer and/or assignee, in form and substance satisfactory to Tenant, to, subsequent to such sale and/or assignment, recognize and honor all this Lease and all rights of Tenant hereunder. The parties hereto agree to execute and record a Memorandum of Lease giving notice of this Lease.

26. Holding Over. Holding over by Tenant after the termination or expiration of this Lease shall not constitute a renewal or extension thereof, or give Tenant any rights hereunder in or to the Property.

27. Condemnation. In the event that during the Term of this Lease, there is a total or partial taking of the Property by a public authority under the power of eminent domain, then the leasehold estate of Tenant in the Property shall cease and terminate as to that portion of the Property so taken, which termination shall be effective as of the date actual physical possession of said portion of the Property is taken. All compensation and damages awarded for the taking of all or any portion of the Property shall, except as otherwise herein provided, belong to and be the

sole property of Landlord, provided however, that Tenant shall be entitled to a pursue a claim against the condemning authority for reimbursement for costs and expenses invested into the Crop or the value of the Crop which ever is greater and expenses of relocating the farming operation, if applicable, provided that Tenant's claim does not reduce the compensation or damages payable to Landlord.

28. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

29. Arbitration and Attorneys Fees. Any controversy between the parties regarding the performance or the interpretation of this Agreement or any claim arising out of this Agreement or default thereof, excepting any action seeking equitable or other provisional remedy, including without limitation, an injunction, writ or other order providing for immediate possession of the Property, shall be submitted to binding arbitration on the written request of one party after service of the request on the other party. Arbitration shall be settled by Judicial Arbitration Mediation Services ("JAMS") or any other mediation service agreed to by the parties and judgment upon any award rendered by such arbitrator may be entered in any court having jurisdiction.

If either party shall bring any action or initiates arbitration for relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys fees incurred in arbitration and/or bring an action. The parties agree that in the event of an action or arbitration involving or in any way related to the terms and provisions of this Agreement or the obligations deriving therefrom, the place of performance of this Agreement shall be deemed to be Kern County, California and that this Agreement has been made in Kern County, California.

30. Captions, Pronouns. Any titles or captions contained in this Lease are for convenience only and shall not be deemed part of the context of this Lease. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural. as to the identification of the person or person, firm or firms, corporation or corporations may require.

31. Entire Agreement. This Lease contains the entire agreement of the parties relating to the rights granted and obligations assumed in this instrument and supersedes any and all other agreements, contracts or understandings between the parties. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

32. No Broker. Each of the parties hereto represents that it has not used or engaged the services of any real estate broker in the negotiation of this Lease and that no real estate commissions are due upon execution or performance hereof. Each party hereto shall indemnify, defend and hold harmless the other party from any claims for real estate commissions resulting from the indemnifying party's breach of the representation set forth in this paragraph.

33. Recitals. The Recitals set forth above are incorporated herein by reference as operative provisions of this Lease.

34. Termination of Prior Lease Agreements. Upon execution of this Lease, the Lease Agreement dated April 27, 2004, which was assigned from Peter Rabbit Farms to Wm. Bolthouse Farms, Inc. to Kern Ridge Growers, LLC, and the Lease Agreement dated October 17, 2007, between Kern Ridge Growers, LLC and Craig Van Dam, are both hereby terminated by Kern Ridge Growers, LLC and Antelope Valley Water Storage, LLC.

35. Time of Essence. Time is of the essence with regard to the provisions of this Lease.

36. Tenant's Indemnity. Except to the extent arising from Landlord's willful misconduct or gross negligence, Tenant hereby indemnifies Landlord, and shall forever save and hold Landlord harmless, from and against all obligations, liens, claims, liabilities, costs (including, but not limited, to all attorneys' and other professional fees and expenses), actions and causes of action, threatened or actual, which Landlord may suffer or incur arising out of or in connection with Tenant's actions and omissions relating to this Lease, including without limitation the use by Tenant of the Property, the conduct of Tenant's business, any activity, work or things done, permitted or suffered by Tenant in or about the Property, Tenant's failure to comply with any applicable law, or any negligence or willful misconduct of Tenant or any of its agents, contractors or employees.

37. Exemption of Landlord. Tenant hereby agrees that Landlord shall not be liable for any injury to Tenant's business or any loss of income therefrom or for any consequential damages from any cause whatsoever. Landlord shall not be liable for any damage, destruction or loss of property or for any injury or death to any person arising from any act or neglect of any any matter beyond the reasonable control of Landlord. Landlord or any successor in interest of Landlord (whether one or more individual(s), a partnership, a joint venture, a corporation, a trustee or other fiduciary, or the trust or other entity or organization for which any fiduciary acts) shall have no direct or personal liability with respect to any term or requirement of this Lease beyond Landlord's or the successor's interest in the Property. Tenant shall look solely to the estate of Landlord or the successor in the Property for the satisfaction of any claim by Tenant against Landlord.

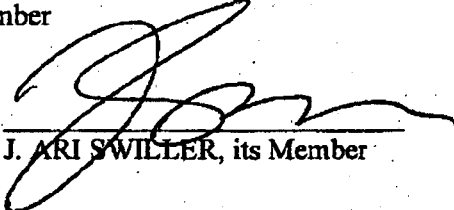
IN WITNESS WHEREOF, this Lease has been executed by the parties on and as of the date first written above.

LANDLORD:

Antelope Valley Water Storage, LLC, a Delaware limited liability company

By: Antelope Valley Public Water, LLC, a Delaware limited liability company its Operating Manager

By: WDS California, LLC, a California limited liability company its Member

By: 
J. ARI SWILLER, its Member

TENANT:

Kern Ridge Growers, LLC, a California limited liability company

By: 
ROBERT P. GIRAGOSIAN, Manager

EXHIBIT A

Description of Property

<u>Assessor's Parcel Number</u>	<u>Field Number</u>	<u>Gross Parcel Acres</u>	<u>Net Farm Acres</u>
261-196-04	VD 1	158.18	153
359-041-18	VD 2	152.87	147
261-196-03	VD 3 & 4	119.09	151
261-196-02	VD 3 & 4	199.00	111
359-041-17	VD 5	156.59	191
261-196-11	VD 6	160.00	145
261-196-09	VD 8	159.09	156
261-196-09	VD 9	159.09	155
359-041-11	VD 10	160.00	155
359-041-01	VD 12	<u>39.73</u>	<u>39</u>
		1463.73 Gross Acres	1404 Net Acres

EXHIBIT B

Map

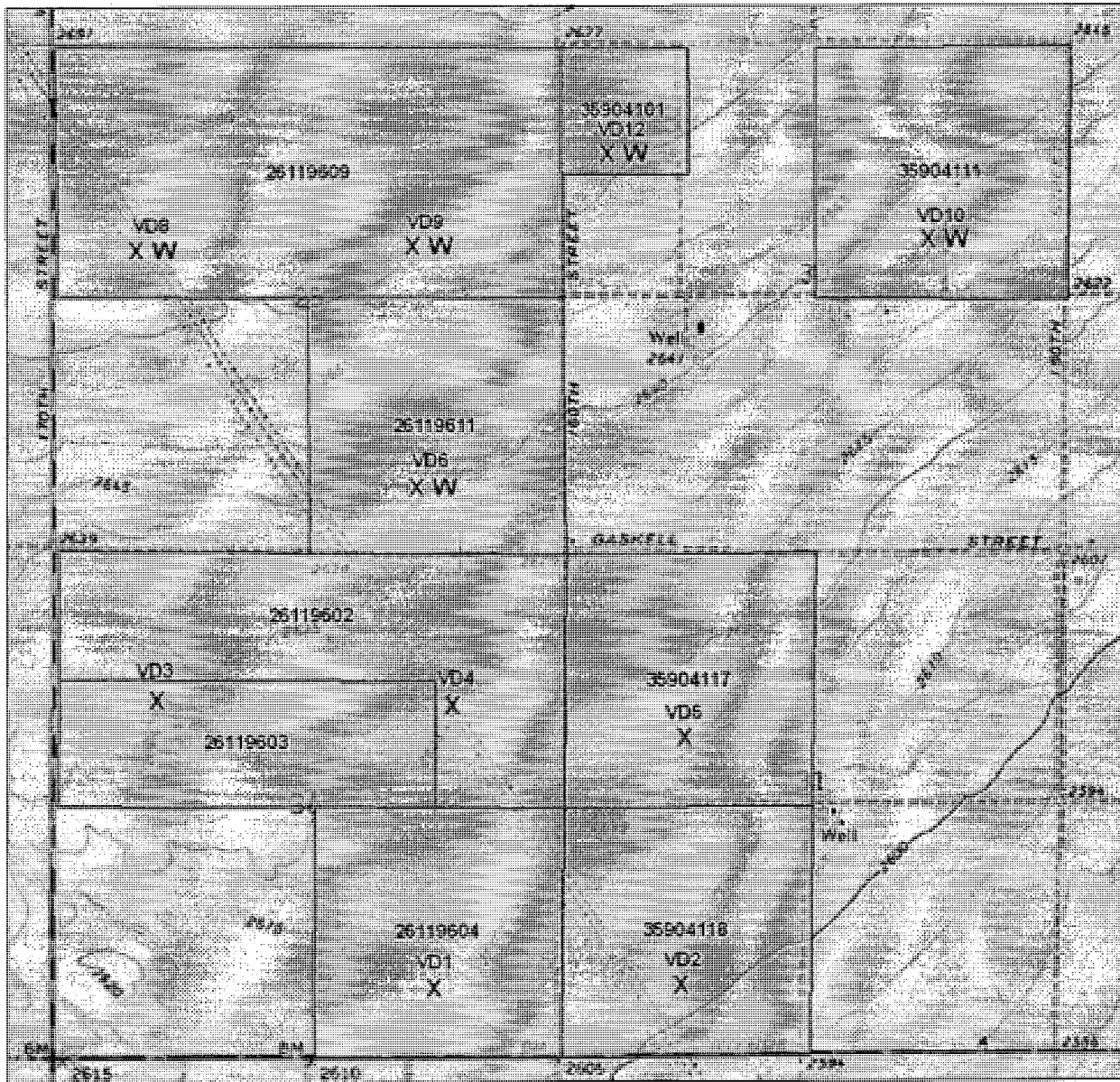


EXHIBIT C

Wells

Well	Estimated Capacity
1	1100 Gallons per minute ("GPM")
2	1000 GPM
3	1250 GPM
4	1250 GPM
5	1250 GPM
6	900 GPM
7	900 GPM
8	900 GPM
9	900 GPM
10	800 GPM
TOTAL	10,250 GPM

EXHIBIT D

Project Land

APN Number	County
359-041-11	Kern
359-041-01	Kern
261-196-09	Kern
359-041-12	Kern
261-196-11	Kern
359-041-17	Kern
261-196-02	Kern
261-196-03	Kern
359-041-18	Kern
261-196-04	Kern
3258-001-028	Los Angeles
3258-001-029	Los Angeles

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is made and entered into as of June 2, 2011, by and between ANTELOPE VALLEY WATER STORAGE, LLC, a Delaware limited liability company ("Landlord"), and KERN RIDGE GROWERS, LLC, a California limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated as of December 1, 2007 (the "Original Lease"), as amended by that certain First Amendment to Lease dated as of August 24, 2010 (the "First Amendment, and together with the Original Lease, collectively, the "Lease"), whereby Landlord leases to Tenant and Tenant leases from Landlord certain Property located in Kern County, California, as indicated on Exhibits A and B to the First Amendment (the "Property").

B. The term of the Lease is scheduled to expire on December 31, 2011.

C. The parties desire to amend the Lease on the terms and conditions set forth in this Amendment.

D. Unless otherwise defined herein, capitalized terms as used herein shall have the same meanings as given thereto in the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. **Term.** The Term of the Lease is hereby extend for a period of one year commencing on January 1, 2012 and expiring on December 31, 2012 (the "Extended Term").

2. **Leased Property.** During the Extended Term all references in the Lease to the "Property" shall mean the 327 net farmable acres of land described in Exhibits A and B attached to this Amendment.

4. **Rights of First Refusal.** Paragraphs 3 and 4 of the Lease are hereby deleted in their entirety and shall be of no further force and effect. Accordingly, the Lease shall expire on December 31, 2012 and Tenant shall have no options or further rights of first refusal to extend the Lease with respect to the Property or any other Land owned by Landlord.

5. Compromise. The parties agree that this Amendment is in compromise and settlement of a dispute between them regarding Tenant's First Refusal Rights pursuant to Section 3 of the Lease to lease additional land for the calendar year 2012. This Amendment shall not be considered as an admission of the truth or correctness of any claim against them, or of fault or liability by them, each party denying any fault or liability by it.

6. Brokers. Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this First Amendment. Each party further agrees to defend, indemnify and hold harmless the other party from and against any claim for commission or finder's fee by any entity who claims or alleges they are entitled to a commission based on the acts of the indemnifying party.

7. No Further Modification. Landlord and Tenant agree that except as expressly set forth in this Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease, as amended by this Amendment.

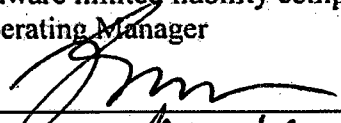
--Signatures Next Page--

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

"LANDLORD"

ANTELOPE VALLEY WATER STORAGE, LLC,
a Delaware limited liability company

By: Antelope Valley Public Water, LLC,
a Delaware limited liability company
its Operating Manager

By 
Its: number

"TENANT"

KERN RIDGE GROWERS, LLC, a California
limited liability company

By 
ROBERT P. GIRAGOSIAN, Manager

EXHIBIT "D"

MARITORENA FARMS LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made this 20 day of February, 2012, by and between ANTELOPE VALLEY WATER STORAGE, LLC ("Landlord"), and MARITORENA FARMS, a General Partnership consisting of general partners Jose Maritorena, Marie Maritorena and Jean Pierre Maritorena ("Tenant") with reference to the following facts:

RECITALS

A. WHEREAS, Landlord is the owner of approximately 160 acres, more or less, of real property, described as the northwest quarter of fractional Section 31, T9N, R14W, SBB&M in the County of Kern, State of California, aka APN 359-041-17, approximately located to the Southwest of the intersection of 155th Street West & Gaskell Rd, Rosamond, CA 93560 ("Property").

B. WHEREAS, Tenant is in the business of farming certain crops.

C. WHEREAS, Tenant desires to lease the Property from Landlord, and Landlord desires to lease the Property to Tenant, all subject to the terms and conditions further set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Leased Premises.** Landlord hereby leases to Tenant and Tenant leases from landlord, the Property pursuant to the terms and conditions set forth herein.

2. **Term.** Subject to the terms and conditions contained herein, the term of this Lease shall commence on January 1, 2012 and shall continue until midnight on June 30, 2012.

3. **Rent.** [REDACTED]

4. **Purpose.** This Lease is entered into to allow Tenant the use of the Property for the purpose of cultivating certain crops ("Crops") and for such purposes incidental thereto including, but not limited to, cultivating, harvesting, hauling, packing and storage of the Crops. Tenant shall be responsible for and shall plant, grow, harvest and otherwise farm the Property for Tenant's own account. Tenant shall farm in accordance with the best farming practices in the area and in compliance with all existing and future laws, ordinances and regulations applicable to Tenant's use of the Property. Tenant agrees that it shall not use or permit the use, storage or dumping of municipal waste, sewage or sludge on the Property.

5. **Wells and Water Usage.** There is/are ___ water well(s) ("Well(s)") located on the Property. Tenant understands and acknowledges that nothing in this Lease confers on Tenant

any right to the use of water appurtenant to or associated with the Property, including to any water produced by the Wells.

6. **Operating and Maintenance Costs.** Tenant shall be responsible for all operating costs in connection with Tenant's use of the Property. Tenant shall keep and maintain the Property and any improvements thereon in good order and repair and in the same condition as when received, except for reasonable wear and tear.

7. **Property Taxes.** (i) Tenant shall pay prior to delinquency all personal property taxes or assessments levied upon Tenant's personal property situated on or about the Property during the term of this Lease, and (ii) Landlord shall pay all real property taxes or assessments levied in connection with the Property. During the term of this Lease, Tenant shall take no action in its operations or construct any improvements which will result in an increase in Landlord's liability for real property taxes.

8. **Insurance.** At all times during the term hereof and at Tenant's sole cost, Tenant shall maintain in full force and effect, for the protection of Landlord and Tenant, as their interests may appear, a policy or policies of insurance in form and substances reasonably satisfactory to Landlord and with insurers acceptable to Landlord, which afford the following coverages: (i) worker's compensation in the statutorily required amount, together with employer's liability coverage, (ii) comprehensive general liability insurance with an aggregate liability amount not less than \$1,000,000 combined single limit, and (iii) any other insurance required by law in connection with Tenant's use of the Property or otherwise reasonably requested by Landlord. Landlord shall be an additional insured pursuant to such policies and the insurance required by this Section shall be primary as respects Landlord and not contributory with any other available insurance, shall contain such endorsements as are acceptable to Landlord, and shall require not less than thirty (30) days prior notice to Landlord in the event of cancellation or modification.

9. **Hazardous Substances.**

(a) Except in compliance with applicable laws and regulations, Tenant shall not use, store or knowingly permit hazardous or toxic substances, materials or waste, or similar substances, as defined under applicable federal and state laws and regulations ("Hazardous Substances").

(b) Tenant shall comply with all federal, state and local environmental protection, occupational, health and safety and similar laws, ordinances, restrictions, licenses and regulations that may apply.

10. **Waste or Nuisance.** Tenant shall not commit, or permit others to commit, any waste upon the Property. Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined by California Civil Code Section 3479 on the Property. Tenant shall not use or permit the use of the Property for any unlawful purpose or for any purpose other than that set forth herein.

11. **Right of Entry.** Landlord, or its agents, servants, employees or representatives may enter the Property at any reasonable time (i) for the purpose of ascertaining compliance by Tenant with the requirements of this Lease, (ii) in connection with Landlord's development, leasing or sale plans for the Property, if any, including but not limited to placing of "For Sale" or "For Rent" signs on the Property, or (iii) for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Property.

12. **Alterations and Mechanics' Liens.**

(a) Tenant shall not make or permit any alterations or improvements (excluding planting and cultivation of Crops and installing necessary irrigation systems) to the Property without the prior written consent of Landlord. The foregoing notwithstanding, Tenant may make necessary repairs to the Property and the improvements thereon as needed without Landlord's consent. Any alterations or improvements placed upon the Property shall be constructed in a good and workmanlike manner and shall be in full compliance with any applicable laws, ordinances and regulations. Upon termination or expiration of this Lease, all improvements and alterations other than trade fixtures shall be the property of Landlord, and no reimbursement to Tenant shall be required. Tenant shall remove all trade fixtures placed by Tenant on the Property on or before the expiration of this Lease.

(b) Any alterations or improvements placed upon the Property by Tenant shall be constructed at Tenant's sole cost and expense in the absence of Landlord's prior agreement to the contrary. Tenant shall keep the Property free and clear of any and all liens arising out of any work performed or materials furnished at the request of Tenant, or obligations incurred by Tenant.

13. **Liens, Taxes, Assessments, Utility Charges.** Tenant shall not permit to be enforced against the Property or any part thereof, any liens arising from Tenants use of the Property or from Tenant's failure to fully comply with the obligations set forth in this Lease, and Tenant shall discharge or post bond against all such liens before any action is brought to enforce the same.

14. **Default and Remedies.**

(a) Any failure by Tenant to pay rent within ten (10) days after receipt of written notice thereof from Landlord shall be deemed a default under this Lease. Any failure by Tenant to cure (or commence and diligently pursue cure) of any violation of any other covenant within thirty (30) days after receipt of written notice thereof from Landlord shall be deemed a default under this Lease. Any appointment of a receiver to take possession of all or substantially all of the assets of Tenant, any making of a general assignment by Tenant for the benefit of creditors, any filing by or against Tenant under any bankruptcy or insolvency act, or any levying of any writ of attachment or writ of execution against Tenant's interest in the Property or any Crops thereon, which shall not be satisfied or discharged by Tenant within sixty (60) days after receipt of written notice thereof from Landlord shall be deemed a default under this Lease.

(b) Upon any default by Tenant under the terms of this Lease, Landlord shall have the right to exercise any and all remedies available at law or in equity including, without limitation, the right to terminate Tenant's right to possession of the Property by any lawful means, in which case, this Lease shall terminate and Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default.

15. **Possession.** Tenant shall be granted possession of the Property upon both parties executing this Lease. Landlord represents that there are no leases affecting the Property in effect, and there are no parties claiming any right to possession of any portion of the Property.

16. **Landlord Right to Terminate.** If the Landlord sells the Property to a third party then the Landlord shall have the right to terminate this Lease upon 30 days written notice to the

Tenant subject to the Tenant's right to remain on the Property for a reasonable time to complete the harvest of Crops on the Property, if any.

17. **Notices.** All notices and other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served when (1) personally delivered, or (2) mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to the other party at the address stated herein, or at an address the party may hereafter designate in writing:

TENANT: MARITORENA FARMS
A General Partnership
300 Panama Road
Bakersfield, California 93307
Attn: Jose Maritorena, General Partner
(661) 833-0329 phone

LANDLORD: Antelope Valley Water Storage, LLC
5700 Wilshire Blvd., Suite 330
Los Angeles, California 90036
Attn: Andrew Werner
(323) 936-9303 phone

17. **Attorney & Fees.** In the event of any litigation between Landlord and Tenant to interpret or enforce any of the provisions of the Lease or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses including, but not limited to, reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of judgment rendered in such litigation.

18. **Waivers.** A waiver by any party of any of the terms and conditions of this Lease in any one instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof, nor shall it be deemed a waiver of performance of any other obligation hereunder. No waiver by either party shall be effective unless contained in a writing signed by the waiving party.

19. **Successors and Assigns: Encumbrances.** This Lease shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns. Tenant shall have the right to sublease the Property (or portions thereof) or assign its interest under this Lease, provided that Tenant remains liable under this Lease. Tenant shall have the right to encumber its interest under this Lease provided that in no event shall any encumbrance in any way affect or jeopardize Landlord's interest in the Property.

20. **Release of Landlord Upon Sale or Assignment.** Landlord shall have the right to sell the Property and/or assign its interest under this Lease, provided that in any such event Landlord agrees to and shall, as a condition precedent to any such sale and/or assignment, obtain written agreement from the buyer and/or assignee, in form and substance satisfactory to Tenant, to, subsequent to such sale and/or assignment, recognize and honor this Lease and all rights of Tenant hereunder.

21. **Holding Over.** Holding over by Tenant after the termination or expiration of this Lease shall not constitute a renewal or extension of the Lease.

22. **Condemnation.** In the event that during the term of this Lease, there is a total or partial taking of the Property by a public authority under the power of eminent domain, then the leasehold estate of Tenant in the Property shall cease and terminate as to that portion of the Property so taken, which termination shall be effective as of the date actual physical possession of said portion of the Property is taken. All compensation and damages awarded for the taking of all or any portion of the Property shall, except as otherwise herein provided, belong to and be the sole property of Landlord, provided however, that if the condemnation award includes an award for the value of Crops growing on the Property by Tenant, then the portion of the award so allocated to said Crops shall be payable to Tenant.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. **Captions, Pronouns.** Any titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as to the identification of the person or person, firm or firms, corporation or corporations may require.

25. **Entire Agreement.** This instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed in this instrument and supersedes any and all other agreements, contracts or understandings between the parties. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

26. **No Brokers.** Each of the parties hereto represents that it has not used or engaged the services of any real estate broker in the negotiation of this Lease and that no real estate commissions are due upon execution or performance hereof. Each party hereto shall indemnify, defend and hold harmless the other party from any claims for real estate commissions resulting from the indemnifying party's breach of the representation set forth in this paragraph.

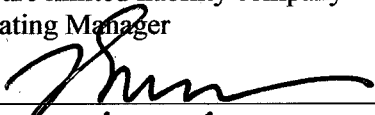
IN WITNESS WHEREOF, this Lease has been executed by the parties on and as of the date first written above.

[Signatures Follow on Next Page]

"LANDLORD"


ANTELOPE VALLEY WATER STORAGE, LLC,
a Delaware limited liability company


By: Antelope Valley Public Water, LLC,
a Delaware limited liability company
its Operating Manager

By: 
Its: Member

TENANT:

MARITORENA FARMS
A General Partnership


Jose Maritorena
General Partner


Marie Maritorena
General Partner

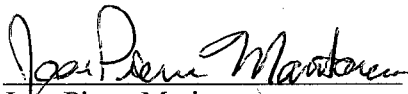

Jean Pierre Maritorena
General Partner

EXHIBIT "E"

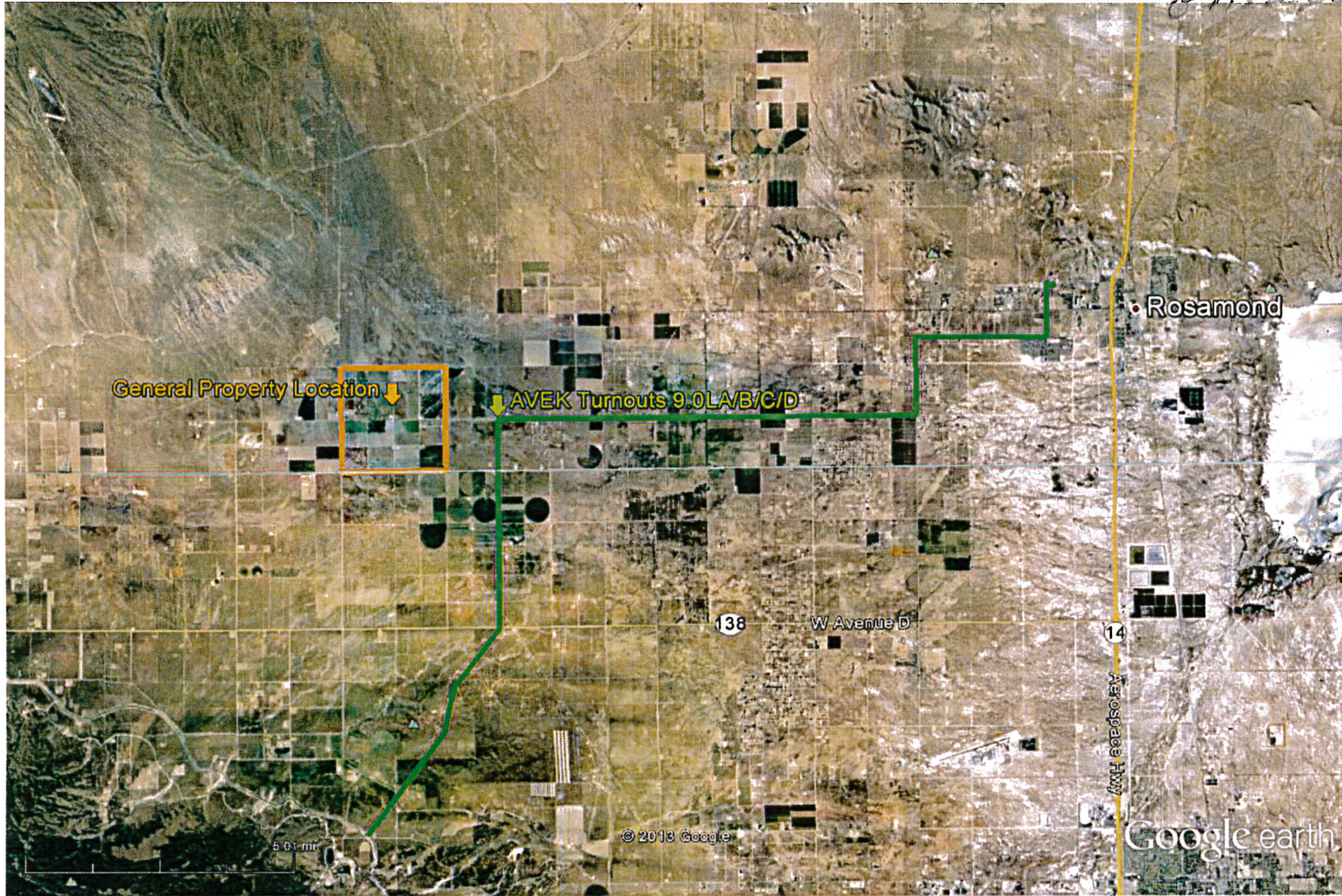
LEASE INFORMATION

APN:	Leased to:	Acreage:	Dates of Lease:
APN 261-196-02	Kern Ridge Growers	199.00	12/1/2007 – 12/31/2010
APN 261-196-03	Kern Ridge Growers	119.09	12/1/2007 – 12/31/2010
APN 359-041-18	Kern Ridge Growers	152.87	12/1/2007 – 12/31/2010
APN 261-196-04	Kern Ridge Growers	158.18	12/1/2007 – 12/31/2010
APN 359-041-11	Kern Ridge Growers	160.00	12/1/2007 – 12/31/2010
APN 359-041-17	Kern Ridge Growers	156.59	12/1/2007 – 12/31/2010
APN 261-196-11	Kern Ridge Growers	160.00	12/1/2007 – 12/31/2010
APN 261-196-09	Kern Ridge Growers	318.18	12/1/2007 – 12/31/2010
APN 359-041-01	Kern Ridge Growers	39.73	12/1/2007 – 12/31/2010
APN 261-196-02	Kern Ridge Growers	79.09	1/1/2011 – 12/31/2011
APN 359-041-18	Kern Ridge Growers	76.43	1/1/2011 – 12/31/2011
APN 261-196-04	Kern Ridge Growers	~80	1/1/2011 – 12/31/2011
APN 359-041-17	Kern Ridge Growers	78.30	1/1/2011 – 12/31/2011
APN 261-196-02	Kern Ridge Growers	110.00	1/1/2012 – 12/31/2012
APN 261-196-03	Kern Ridge Growers	75.0	1/1/2012 – 12/31/2012
APN 359-041-18	Kern Ridge Growers	74.0	1/1/2012 – 12/31/2012
APN 261-196-04	Kern Ridge Growers	75.0	1/1/2012 – 12/31/2012
APN 359-041-17	Maritorena Farms	156.59	1/1/2012 – 6/30/2012

EXHIBIT "F"

AVEK DELIVERY RECORDS AND INVOICES

AVEK TURNOUTS 9.02A-D 140TH ST W E
GASFIELD N.



1/2000 - 4/2000

AVEK Water Agency - 2012
 Sales Journal
 For the Period From Jan 1, 2000 to Dec 31, 2012

Filter Criteria includes: 1) Customer IDs from Diamond 9.0LA to Diamond 9.0LD. Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
1/31/00	420300 152000	1154	Irrigation pipeline -untreated Diamond Farming Co 9.0LB	329.34	329.34	4.99
1/31/00	420300 420300 152000	1155	Irrigation pipeline -untreated On time payment credit Diamond Farming Co 9.0LB E	29.28 1,822.02	1,851.30	28.05 9.76
1/31/00	420300 152000	1156	Monthly prepaid water charge Diamond Farming Co 9.0LD	2,640.00	2,640.00	40.00
2/29/00	420300 152000	1267	Monthly prepaid water charge Diamond Farming Co 9.0LB	7,920.00	7,920.00	120.00
2/29/00	420300 420300 152000	1268	Irrigation pipeline -untreated Monthly prepaid water charge Diamond Farming Co 9.0LB E	16,195.74	5,635.74 10,560.00	85.39 160.00
2/29/00	420300 152000	1269	Monthly prepaid water charge Diamond Farming Co 9.0LD	2,640.00	2,640.00	40.00
3/31/00	420300 152000	1379	Monthly prepaid water charge Diamond Farming Co 9.0LB	7,920.00	7,920.00	120.00
3/31/00	420300 420300 420300 152000	1380	Irrigation pipeline -untreated Monthly prepaid water charge On time payment credit Diamond Farming Co 9.0LB E	21,812.25	6,228.42 15,840.00	94.37 240.00 85.39
3/31/00	420300 420300 152000	1381	Monthly prepaid water charge Prior month prepaid credit Diamond Farming Co 9.0LD	5,280.00	7,920.00	120.00 40.00
4/30/00	420300 152000	1503	Prior month prepaid credit Diamond Farming Co 9.0LB	7,920.00	7,920.00	120.00
4/30/00	420300 420300 420300 152000	1504	Irrigation pipeline -untreated Monthly prepaid water charge Prior month prepaid credit Diamond Farming Co 9.0LB E	10,560.00 7,468.56	11,428.56 6,600.00	173.16 100.00 160.00
4/30/00	420300 152000	1505	Prior month prepaid credit Diamond Farming Co 9.0LD	2,640.00	2,640.00	40.00
4/30/00	420300 152000	1577	Prior month prepaid credit Diamond Farming Co 9.0LD	7,920.00	7,920.00	120.00
4/30/00	420300	1578	Prior month prepaid credit	7,920.00		120.00

9.0LB(E) 1419.89
9.0LD -0-

5/2000 - 12/2000

AVEK Water Agency - 2012
 Sales Journal
 For the Period From Jan 1, 2000 to Dec 31, 2012

Filter Criteria includes: 1) Customer IDs from Diamond 9.0LA to Diamond 9.0LD. Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
	152000		Diamond Farming Co 9.0LB		7,920.00	
5/31/00	420300	1624	Irrigation pipeline -untreated		10,325.70	156.45
	420300		Monthly prepaid water charge		21,120.00	320.00
	420300		Prior month prepaid credit	15,840.00		240.00
	420300		Adjustment-April (Van Dam)	5,449.62		-82.57
	152000		Diamond Farming Co 9.0LB	10,156.08		
			E			
6/30/00	420300	1743	Irrigation pipeline -untreated		16,076.94	243.59
	420300		Monthly prepaid water charge		21,120.00	320.00
	420300		Prior month prepaid credit	6,600.00		100.00
	420300		On time payment credit	469.35		156.45
	152000		Diamond Farming Co 9.0LB	30,127.59		
			E			
7/31/00	420300	1865	Irrigation pipeline -untreated		20,394.00	309.00
	420300		Monthly prepaid water charge		6,600.00	100.00
	420300		Prior month prepaid credit	21,120.00		320.00
	152000		Diamond Farming Co 9.0LB	5,874.00		
			E			
8/31/00	420300	1986	Irrigation pipeline -untreated		9,083.58	137.63
	420300		Monthly prepaid water charge		2,640.00	40.00
	420300		Prior month prepaid credit	21,120.00		320.00
	420300		On time payment credit	927.00		309.00
	152000		Diamond Farming Co 9.0LB		10,323.42	
			E			
9/30/00	420300	2108	Irrigation pipeline -untreated		7,592.64	115.04
	420300		Monthly prepaid water charge		2,640.00	40.00
	420300		Prior month prepaid credit	6,600.00		100.00
	420300		Prior month prepaid credit	2,640.00		40.00
	420300		On time payment credit	412.89		137.63
	152000		Diamond Farming Co 9.0LB	579.75		
			E			
10/31/00	420300	2288	Irrigation pipeline -untreated		4,538.82	68.77
	420300		Prior month prepaid credit	2,640.00		40.00
	420300		On time payment credit	345.12		115.04
	152000		Diamond Farming Co 9.0LB	1,553.70		
			E			
11/30/00	420300	2334	Irrigation pipeline -untreated		557.04	8.44
	420300		On time payment credit	206.31		68.77
	152000		Diamond Farming Co 9.0LB	350.73		
			E			
12/29/00	420300	2467	On time payment credit	25.32		8.44
	152000		Diamond Farming Co 9.0LB		25.32	
			E			

5/2001 - 3/2003

AVEK Water Agency - 2012
Sales Journal

For the Period From Jan 1, 2000 to Dec 31, 2012

Filter Criteria includes: 1) Customer IDs from Diamond 9.0LA to Diamond 9.0LD. Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
5/24/01	410400 128560 152250	2980	Dry Year Water Purchase 2001 Deposit - Dry Year 2001 Water Diamond Farming Co 9.0LD	61,050.00 136,146.38	197,196.38	1953.60
12/31/01	420300 152000	3964	Irrigation pipeline -untreated Dec Diamond Farming Co 9.0LB	976.14 976.14	976.14	14.79
1/7/02	410400 152000	4280	Diamond Farming Co 9.0LD	96,047.44	96,047.44	
2/28/02	420300 152000	4166	Monthly prepaid water charge April 2002 Diamond Farming Co 9.0LB	26,550.00 26,550.00	26,550.00	150.00
12/31/02	420300 152000	5332	Prior month prepaid credit April 2002 for 9.0LB Diamond Farming Co 9.0LD	26,550.00	26,550.00	150.00
12/31/02	152000 152000 152000	Adjustment 3	Prepay Feb. 2003 for 10.5 LA12 Prepay Feb. 2003 for 10.5 LA 10 Diamond Farming Co 9.0LD	29,205.00	21,240.00 7,965.00	
12/31/02	152000 152000 152000 152000	Adjustment 7	Useage for 10" Dec. 2002 Useage for 12" Dec. 2002 Usage for 6.0 Dec. 2002 Diamond Farming Co 9.0LD	253.11	80.25 87.00 85.86	
1/31/03	152000 152000 152000 152000	Adjustment 6 -	Water usage Jan 03/ 10.5LA 10" Water usage Jan 03/10.5LA1 12" Water usage Jan 03/10.5LB 12" Diamond Farming Co 9.0LD	467.88	292.38 87.00 88.50	
1/31/03	152000 152000 152000	Adjustment 7 -	Prepay Mar. 2003 10.5LA 10" Prepay Mar. 2003 10.5LA1 Diamond Farming Co 9.0LD	29,205.00	7,965.00 21,240.00	
1/31/03	152000 152000	5446	Apply Invoice #5444 Diamond Farming Co 9.0LD	2.31	2.31	
3/7/03	152000 152000 152000 152000	Adjustment 8	Water Usage Adj #1 Water Usage Adj #1 Water Usage Adj # 3 Diamond Farming Co 9.0LD	1,223.91	189.69 1,035.72 1.50	
3/7/03	152000 152000 152000	Adjustment 9	April Prepaid Water Charge 10.5LA 10" Feb. Prepaid Credit 10.5LA 10" April Prepaid Water Charge 10.5LA 12"	7,965.00	15,930.00 28,320.00	

3/2003 (cont) - 1/2004

AVEK Water Agency - 2012
Sales Journal
 For the Period From Jan 1, 2000 to Dec 31, 2012

Filter Criteria includes: 1) Customer IDs from Diamond 9.0LA to Diamond 9.0LD. Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
	152000		10.5LA1 12" Feb Prepaid Credit 10.5LA 1	21,240.00		
	152000		12" Diamond Farming Co 9.0LD	15,045.00		
4/4/03	152000	Water usage March	Water usage 10"		916.86	
	152000		Water usage 12"		7,867.65	
	152000		Diamond Farming Co 9.0LD	8,784.51		
4/4/03	152000	May prepaid	May prepaid 10"		15,930.00	
	152000		May prepaid 12"		42,480.00	
	152000		Diamond Farming Co 9.0LD	58,410.00		
4/4/03	152000	March prepaid Credi	March prepaid Cr. 10"	7,965.00		
	152000		March prepaid Cr. 12"	21,240.00		
	152000		Diamond Farming Co 9.0LD		29,205.00	
4/4/03	152000	March Discount	March discount 10"	3.30		
	152000		March discount 12"	17.58		
	152000		Diamond Farming Co 9.0LD		20.88	
4/30/03	152000	Adjustment 2 - 9	Water Usage 10" April 2003		3,789.57	
	152000		Water Usage 12" April 2003		6,564.93	
	152000		Prepaid Water Charge 10" June 2003		23,895.00	
	152000		Prepaid Water Charge 12" June 2003		42,480.00	
	152000		Prepaid Credit 10" April 2003	15,930.00		
	152000		Prepaid Credit 12" April 2003	28,320.00		
	152000		Discount 10"	15.54		
	152000		Discount 12"	133.35		
	152000		Diamond Farming Co 9.0LD	32,330.61		
5/30/03	152000	Adjustment for May	Water Usage 10.5LA 10" May Invoice #5847		19,839.42	
	152000		Water Usage 10.5LA1 12"		41,660.73	
	152000		Diamond Farming Co 9.0LD	61,500.15		
6/30/03	152000	Adjustment 6 June	Invoice # 5960 10.5LA 10"		34,012.23	
	152000		Invoice #5961 10.5LA1 12"		60,906.03	
	152000		Invoice # 5980 10.5LB 12"		88.50	
	152000		Diamond Farming Co 9.0LD	95,006.76		
1/31/04	420300	6904			5,627.04	
	420300			70,863.15		
	420300				433.50	
	420300			6,778.20		
	152000		Diamond Farming Co 9.0LD		71,580.81	
		Total		<u>1,106,177.64</u>	<u>1,106,177.64</u>	

2005

AVEK Water Agency - 2012
Sales Journal

For the Period From Jan 1, 2005 to Dec 31, 2005

Filter Criteria includes: 1) Customer IDs from Van Dam to Van Dam. Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
3/31/05	420300 152000	8360 Corrected	Irrigation pipeline -untreated Van Dam Farms 9.0LB	3,417.50	3,417.50	27.34
4/30/05	420300 152000	8467	Irrigation pipeline -untreated April 2005 Priority Two Water Van Dam Farms 9.0LB	5,982.50	5,982.50	47.86
		Total		<u>9,400.00</u>	<u>9,400.00</u>	

2007

AVEK Water Agency - 2012

Sales Journal

For the Period From Dec 1, 2006 to Dec 31, 2012

Filter Criteria includes: 1) Customer IDs from Van Dam to Van Dam. Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
1/31/07	420300	10820	Irrigation pipeline -untreated Jan 2007		67.00	0.50
	152000		Van Dam Farms 9.0LB	67.00		
		Total		67.00	67.00	

2/2010 - 6/2011

AVEK Water Agency - 2012

Sales Journal

INCL GWB

For the Period From Jan 1, 2000 to Oct 31, 2012

Filter Criteria includes: 1) Customer IDs from AV Water Storage to AV Water Storage. Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
2/28/10	420700 152000	14895	Water Banking Rate AV Water Storage, LLC	58,878.92	58,878.92	285.82
3/31/10	420700 152000	15003	Water Banking Rate - March 2010 AV Water Storage, LLC	28,267.32	28,267.32	137.22
4/30/10	420700 152000	15120	Water Banking Rate April 2010 AV Water Storage, LLC	16,350.22	16,350.22	79.37
10/31/10	420700 152000	15809	Water Banking Rate Oct 2010 AV Water Storage, LLC	12,739.04	12,739.04	61.84
11/30/10	420700 152000	15877	Water Banking Rate Nov 2010 AV Water Storage, LLC	5,708.26	5,708.26	27.71
12/31/10	420700 152000	15991	Water Banking Rate AV Water Storage, LLC	1,170.08	1,170.08	5.68
2/28/11	420700 152000	16208	Water Banking Rate AV Water Storage, LLC	3,407.24	3,407.24	16.54
3/31/11	420700 152000	16327	Water Banking Rate AV Water Storage, LLC	103.00	103.00	0.50
4/27/11	175006 152300	16376	AV Water Bank Turnout AV Water Storage, LLC	3,513.19	3,513.19	
4/30/11	420700	16442	9.0LA Water Banking Rate April 2011		85,551.80	415.30
	420700		9.0LB Water Banking Rate April 2011		127,060.80	616.80
	420700		9.0LD Water Banking Rate April 2011		35,934.64	174.44
	152000		AV Water Storage, LLC	248,547.24		
5/31/11	420700	16560	9.0LA Water banking Rate May 2011		190,933.16	926.86
	420700		9.0LB Water Banking Rate May 2011		157,095.60	762.60
	420700		9.0OLD Water Banking Rate May 2011		104,256.60	506.10
	152000		AV Water Storage, LLC	452,285.36		
6/30/11	420700	m101	9.0LA Water Banking Rate June 2011		183,914.74	892.79
	420700		9.0LB Water Banking Rate June 2011		147,642.26	716.71
	420700		Water Banking Rate		103,216.30	501.05
	152000		AV Water Storage, LLC	434,773.30		

6/2011 (cont) - 2/2012

AVEK Water Agency - 2012
Sales Journal

For the Period From Jan 1, 2000 to Oct 31, 2012

INCL GwB

Filter Criteria includes: 1) Customer IDs from AV Water Storage to AV Water Storage. Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
6/30/11	420700	16760	Water Banking Rate 9.0LC May 2011		59,622.58	289.43
	420710		Water Banking Rate 9.0LC June 2011		141,248.02	685.67
	152000		AV Water Storage, LLC	200,870.60		
7/31/11	420700	16829	Water Banking Rate 9.0LA July 2011		210,358.96	1021.16
	420700		Water Banking Rate 9.0LB July 2011		162,832.70	790.45
	420700		Water Banking Rate 9.0LC July 2011		90,675.02	440.17
	420700		Water Banking Rate 9.0LD July 2011		111,827.10	542.85
	152000		AV Water Storage, LLC	575,693.78		
8/31/11	420700	16948	Water Banking Rate 9.0LA August 2011		150,079.24	728.54
	420700		Water Banking Rate 9.0LB August 2011		120,215.42	583.57
	420700		Water Banking Rate 9.0LC August 2011		81,518.32	395.72
	420700		Water Banking Rate 9.0LD August 2011		84,247.82	408.97
	152000		AV Water Storage, LLC	436,060.80		
9/30/11	420700	17065	Water Banking Rate 9.0LB		137,853.14	669.19
	420700		Water Banking Rate 9.0LC		85,207.78	413.63
	420700		Water Banking Rate 9.0LD		16,135.98	78.33
	420700		Water Banking Rate 9.0LA		151,506.82	735.47
	152000		AV Water Storage, LLC	390,703.72		
10/31/11	420700	16631	9.0LA Water banking Rate October 2011		159,816.86	775.81
	420700		9.0LB Water Banking Rate October 2011		118,353.18	574.53
	420700		9.0LC Water Banking Rate October 2011		79,190.52	384.42
	420700		9.0LD Water Banking Rate October 2011		78,654.92	381.82
	420700		1000 AF Delivered to RCSD	206,000.00		
	152000		AV Water Storage, LLC	230,015.48		
11/30/11	420700	16632	8.9L Water Banking Rate November 2011		196,730.00	955.00
	152000		AV Water Storage, LLC	196,730.00		
12/31/11	152000	16633	AV Water Storage, LLC			
2/29/12	420700	17670	Water Banking Rate February 2012		16,000.02	77.67

3/2012 - 4/2012

AVEK Water Agency - 2012
Sales Journal

INCL. GWS.

For the Period From Jan 1, 2000 to Oct 31, 2012

Filter Criteria includes: 1) Customer IDs from AV Water Storage to AV Water Storage. Report order is by Invoice/CM Date. Report is printed in Detail Format.

Date	Account ID	Invoice/CM #	Line Description	Debit Amnt	Credit Amnt	Qty
	152000		AV Water Storage, LLC	16,000.02		
3/31/12	420700	16636	9.0LC Water Banking Rate March 2012		208.06	1.01
	152000		AV Water Storage, LLC	208.06		
4/23/12	420700	8512	Water Banking Rate February 2012 Invoice 17670	4,326.00		-21.00
	152000		AV Water Storage, LLC		4,326.00	
		Total		<u>3,522,351.63</u>	<u>3,522,351.63</u>	

AVEK West Feeder Deliveries 1976 through 2005

		WEST FEEDER 2004													
	LOCATION	JAN N, E	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL	
AVE CA. POPPY PRES	1.4R	0	0	0	0.5	0	0	0	0	0	0.8	0.5	0	0.5	2.3
160 W	1.4R	0	0	0	0	0	0	0	0	0	0	0	0	0	0
140th W	6.0L	0	0	0	0	0	0	0	0	0	0	0	0	0	0
140th W	6.0L	0	0	0	0	0	0	0	0	0	0	0	0	0	0
140th W	6.0R	0	0	0	0	0	0	0	0	0	0	0	0	0	0
140th W	6.6R	0	0	0	93.27	155.59	107.19	200.16	110.87	57.19	0	0	0	0	724.27
140th W	6.6R(So)	0	2.39	61	109.31	67.74	142.99	284.33	165.09	98.78	0	0	0	0	931.63
140th W	7.0L	0	0	0	0	0	0	0	0	0	0	0	0	0	0
140th W	7.5R	0	0	0	0	0	0	0	0	0	0	0	0	0	0
140th W	7.5R1	0	0	0	61.47	59.12	25	86.3	77.19	16.02	0	0	0	0	325.1
140th W	7.6L	0	0	0	0	0	0	0	0	0	0	0	0	0	0
140th W	9.0LA	0	0	0	0	0	0	0	0	0	0	0	0	0	0
140th W	9.0LB	0	0	5.2	72.39	85.71	150.69	162.37	118.5	56.8	45.6	93.35	0	0	790.61
140th W	9.0LD	0	0	0	0	0	0	0	0	0	0	0	0	0	0
125th W	10.5LA 1"	0	0	0	0.5	0.96	0.55	0.5	0.55	0.5	0.5	0.5	0.5	0.5	5.06
25th W (So)	10.5LA 10"	29.1	7.56	35.97	5.24	39.21	122.46	122.55	124.47	93.24	39.88	2.36	0.5	0.5	622.54
125th W (M)	10.5LA1 12"	23.42	14.02	75.6	48.02	102.09	152.61	183.9	174.19	147.33	68.22	0	5.94	0	995.34
25th W (No)	10.5LB 12"	0	0	0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0	0	4
120th W	10.8L	0	21.61	45	64.66	97.15	119.35	84.43	22.19	0.5	0	0	0	0	454.89
115th W	11.6R2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
115th W	11.6R3	51.8	36.94	71.05	50.05	139.55	151.69	117.91	6.39	0.5	0	0	0	0	625.88
107th W	12.3R1	0	0	0	0	49.99	4.07	16.06	0	0	0	0	0	0	70.12
107th W	12.3R2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
105th W	12.5L	0	0	0	0	0	0	0	0	0	0	0	0	0	0
100th W	13.0R	0	0	0	0	42.85	23.06	58.34	0.5	0	0	0	0	0	124.75
90th W	13.8R	0	0	0	0	81.6	9.88	0	7.73	0.5	0	0	0	0	99.71
90th W (NE)	13.9L	0	0	0	0	0	0	0	0	0	0	0	0	0	0
90th W (SE)	13.9L	0	0	0	0	0	0	0	0	0	0	0	0	0	0
80th W	14.9R1 (S)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
72nd W	15.7L	0	0	0	0	0	0	0	0	0	0	0	0	0	0
65th W	16.5R	0	0	0	0	24.85	46.42	123.31	110.48	23.48	0	0.91	0	0	329.45
62nd W	16.7L	0	0	0	0	0	0	0	0	0	0	0	0	0	0
42nd W	20.2L	0	0	0	0	0	0	0	0	0	0	0	0	0	0
42nd W	20.2L1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35th W	21.7L	0.5	0.5	0.5	0.86	3.28	3.13	4.35	4.1	2.9	2.39	0.5	0.5	0.5	23.51
	DAYS	34	28	28	28	28	35	28	35	28	28	35	28	31	366
		104.82	83.02	294.32	506.77	950.19	1059.59	1445.01	922.75	499.04	157.59	98.12	7.94	6129.16	

AVEK West Feeder Deliveries 1976 through 2005

	LOCATION	JAN	FEB	MAR	APR	MAY	WEST JUN	FEEDER JUL	AUG	2000 SEPT	OCT	NOV	DEC	TOTAL
AVE CA. POPPY PRES	1.4R	0	0	0	0.5	0	0	0	0	0	0	0.5	0.5	1.5
160 W (HEALY)	1.4R	44.8	13.81	168.5	187.58	337.88	320.56	457.97	320.35	286.11	165.14	22.25	8.01	2332.96
140th W	6.0L	129.64	5.92	0	121.07	291.18	298.69	341.66	344.22	269.51	107.67	44.27	21.59	1975.42
140th W	6.0R	0	0	2.07	93.33	95.31	99.44	196.33	52.26	3.59	0	0	0	542.33
140th W	6.6R	0	0	11.84	298.11	209.72	240.07	289.49	192.37	159.25	125.95	0	34.91	1561.71
140th W	6.6R(So)	0	0	48.74	102.75	32.7	124.48	214.41	73.37	0	0	0	0	596.45
140th W	7.0L	28.12	0	70.71	151.8	114.82	132.1	102.7	90.86	118.58	1.67	70.16	26.94	908.46
140th W	7.5R	0	0	49.15	209.8	175.4	179.1	242.33	198.91	178.75	104.68	0	0	1338.12
140th W	7.5R1													0
140th W	7.6L	85.71	22.62	128.12	276.12	266.35	243.81	323.1	227.05	206.15	115.86	33.97	35.11	1963.97
140th W	9.0LA	4.99	0	0	0	0	0	0	0	0	0	0	0	4.99
140th W	9.0LB (WEST	0	0	3.65	73.45	170.2	184	258.22	195	185.2	61.92	8.44	19.05	1159.13
140th W	9.0LB EAST (28.05	85.39	94.37	173.16	156.45	243.59	309	137.63	115.04	68.77	8.44	0	1419.89
140th W	9.0LB So(VAN	0	0	0	0	0	0	0	0	0	0	0	0	0
140th W	9.0LD	0	0	0	0	0	0	0	0	0	0	0	0	0
125th W	10.5LA 1"	0.5	0.5	0.5	0.62	0.57	0.86	1.13	0.5	0.5	0.5	0.5	0.5	7.18
25th W (So)	10.5LA 10"	5.95	0.5	0	24.79	62.1	90.93	202.67	168.21	117.37	34.2	3.97	61.11	771.8
125th W (M)	10.5LA1 12"	6.05	15.3	0	77.45	131.87	146.93	223.86	184.76	122.88	78.95	42.64	50.57	1081.26
25th W (No)	10.5LB 12"	0	0	0.5	0	0	1.97	0	0	0	0	0	0	2.47
120th W	10.8L1 (N)	0.5	0.5	0.5	212.39	83.29	98.65	113.37	81.84	100	75.13	7.14	16.49	789.8
115th W	11.6R1	0	0	0	0	0	0	0	0	0	0	0	0	0
115th W	11.6R2	0.5	0.5	0.5	37.8	9.07	98.65	209.6	165.15	100.92	31.37	54.33	0	708.39
107th W	12.3R1	0	0	21.41	73.66	66.64	70.51	104.21	83.94	89.53	68.78	0	12.87	591.55
107th W	12.3R2	0	0	0	2.01	42.25	87.59	249.19	190.5	83.7	0	0	0	655.24
105th W	12.5L	78.5	140.99	196.61	353.5	407.69	344.93	419.35	325.85	313.85	205.87	0	0	2787.14
100th W	13.0R	0	0	67.1	95.55	96.64	120.16	153.89	173.66	142.24	123.04	0	7.34	979.62
90th W	13.8R	0	0	0	0	29.14	24.15	57.56	50.72	27.95	0	0	0	189.52
90th W (NE)	13.9L	0	0	0	105.59	170.85	148.38	337.78	122.9	51.15	160.6	0	0	1097.25
90th W (SE)	13.9R	0	0	21.92	6.73	104.93	87.38	109.4	71.41	0	0	0	33.99	435.76
APIA 80th W	14.9R1 (S)	0	0	0	0	21.74	19.74	40.38	35.34	0	0.5	0	0	117.7
80th W	14.9R2 (N)	0	0	4.81	17.78	6.7	9.28	18.47	21.24	17.49	4.86	0	0	100.63
72nd W	15.7L	0	0	0	147.85	89.5	203.07	328.79	112.93	46.27	32.16	0	0	960.57
65th W	16.5R	16.73	0	0	25.25	31.19	192.65	159.56	174.61	107.46	18.3	0	0	725.75
62nd W	16.7L	0	0	0	0	0	0	0	0	0	0	0	0	0
42nd W	20.2L	0	0	0	0	0	0	0	0	0	0	0	0	0
42nd W	20.2L1 (BISC	6.75	67.85	21.79	49.38	94.61	144.06	86.26	0	0	0	0	0	470.7
35th W	21.7L	0.57	0.5	0.58	2.3	2.69	4.59	5.49	3.61	3.05	2.32	0.5	0.5	26.7
	DAYS	33	29	28	35	28	28	35	28	28	35	28	32	367
		437.36	354.38	913.37	2920.32	3301.48	3960.32	5556.17	3799.19	2846.54	1588.24	297.11	329.48	26303.96

AVEK West Feeder Deliveries 1976 through 2005

	JAN N,E	FEB	MAR	APR	MAY	NORTH JUN	FEEDER JUL	AUG	2004 SEPT	OCT	NOV	DEC	TOTAL	0 2004
34th W & FELSITE	34.83	81.26	54.08	28.08	62.66	112.31	145.56	135.13	72.47	26.17	66.77	0	819.32	0
25th W & FELSITE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SIERRA HWY	14.46	10.51	16.69	21.79	36.32	33.31	43.7	33.97	30.05	25.16	13.46	12.22	291.64	0
MPS	0	0	0	0	3.77	11.48	13.63	10.49	2.3	0.44	-0.61	-0.21	41.29	0
FWY 14 (86500002)	1.77	0.91	1.26	1.65	1.91	0.98	1.4	1.29	0.88	0.89	0.61	0.71	14.26	0
ROSAMOND BLVD & HWY 58	129.47	66.89	195.53	201.98	207.48	193.58	248.85	173.01	145.98	130.56	108.51	85.54	1887.38	0
NF2	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	6	0
CLAY MINE RD	0.54	0.51	0.5	4.01	3.26	1.67	1.42	2.08	1.85	0.5	1.17	0.5	18.01	0
BORAX RD	2.04	2.42	0.77	7.17	32.75	20.32	23.23	19.06	19.62	27.1	4.73	1.35	160.56	0
BORAX RD	39.54	24.42	81.15	86.92	158.24	166.28	206.23	156.11	156.53	102.65	44.31	28.76	1251.14	0
BORAX RD	143.06	128.07	112.01	134.87	169.92	161.68	208.72	178.1	157.66	162.85	127.53	143.86	1828.33	0
BORON PS (METER HEAD)	21.83	18.69	28.51	37.79	55.38	38.65	48.53	30.79	25.82	25.8	8.46	9.22	349.47	0
SOUTH OF BORON	9.94	5.09	0.5	0.5	0.54	5.91	17.63	16.88	19.63	9.63	7	4.92	98.17	0
CAL CITY BLVD	0.5	0.5	9.95	33.03	168.95	139.57	171.15	142.02	95.85	23.14	0	16.74	801.4	0
DAYS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	34	28	28	28	35	28	35	28	28	35	28	31	366	0
	398.48	339.77	501.45	558.29	901.68	886.24	1130.55	899.43	729.14	535.39	382.44	304.11	7566.97	0

AVEK West Feeder Deliveries 1976 through 2005

	JAN N,E	FEB	MAR	APR	MAY	NORTH JUN	FEEDER JUL	AUG	2000 SEPT	OCT	NOV	DEC	TOTAL
34th W & FELSITE	39.13	5.86	2.74	75.71	110.86	176.93	210.36	252.87	196.44	161.29	56.18	37.38	1325.75
25th W & FELSITE	0	0	0	0	0	0	0	0	0	0	0	0	0
SIERRA HWY	13.97	11.34	14.63	29.58	29.64	36.22	46.56	34.55	29.47	27.96	14.57	16.3	304.79
MPS	1.84	0.31	0.18	4.03	8.17	11.91	24.61	31.8	12.91	10.97	11.7	0.95	119.38
FWY 14 (86500002)	0.5	0.54	0.69	1.19	0.72	1.05	0.92	1.06	0.58	0.5	0.78	1.02	9.55
SILVER QUEEN RD	0	0	0	0	0	0	0	0	0	0	0	0	0
ROSAMOND BLVD & HWY 58	142.67	137.16	208.97	283.87	243.8	304.97	382.39	280.22	264.12	212.29	159.73	103.84	2724.03
NF2	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	6
CLAY MINE RD	1.59	0.5	2.27	0.5	0.5	7.75	4.93	0.5	0.5	0.66	1.11	1.74	22.55
BORAX RD	0.5	0.5	0.5	0.62	0.75	1.92	2.66	2.17	1.61	2.12	1.02	0.75	15.12
BORAX RD	72.77	62.2	90.96	147.11	124.03	142.68	209	161.87	141.3	108.05	58.21	43.03	1361.21
BORAX RD	184.34	158.36	169.91	200.19	172.1	144.81	173.8	155.37	134.3	161.11	146.81	151.17	1952.27
BORON PS (METER HEAD)	8.26	1.47	3.8	21.04	33.81	41.92	60.31	47.38	34.84	35.57	18.33	21.71	328.44
SOUTH OF BORON	15.1	18.95	21.51	27.49	21.73	31.61	37.14	28.07	31.11	31.68	22.07	21.59	308.05
CAL CITY BLVD	3.02	2.82	3.14	2.82	19.7	71.4	83.99	66.38	70	3.5	4.16	0.5	331.43
	0	0	0	0	0	0	0	0	0	0	0	0	0
DAYS	33	29	28	35	28	28	35	28	28	35	28	32	366
	484.19	400.51	519.8	794.65	766.31	973.67	1237.17	1062.74	917.68	756.2	495.17	400.48	8808.57

AVEK West Feeder Deliveries 1976 through 2005

LOCATION	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976 TOTAL	
140th W																														
140th W																														
140th W																														
6.0R																														
6.6L	1656	492	717	1527	2158	1556	1022	1459	1322	594	606	826	286																	
7.0L																														
7.5R	325	27	779	547	1338	1602	858	1244	1050	919	1357	1194	479																	
7.6L																														
9.0LA																														
9.0LB	791	470	179	2274	2579	2414	1634	594	508	333																				
9.0LD																														
120th W	628	603	1006	469	779	598	562	415	670	57	9	7	2																	
120th W	995	759	1108	1090	1081	593	308	274	883	90																				
10.5LA																														
10.5LB	4	4	31	367	2	39	357	512	519	882																				
10.5LD	455	108	982	795	790	844	669	855	221																					
11.6R1																														
11.6R2	626	867	842	829	708	635	208	805	182	447	204	234	117																	
107th W	70	906	550	972	1247	706	873	1635	950	851	826	482	46																	
12.5L																														
100th W	125	77	77	491	980	560	318	564	377	460	668	162																		
90th W	100	107	324	190	111	125	258	199	405	262	269																			
13.9L																														
13.9R	378	119	853	1097	973	603	662	164																						
14.9R	142	194	244	219	561	402	475	52																						
74th W																														
72th W																														
16.7R	329	1	284	403	726	834	721	643	140																					
20.2L																														
42th W																														
35th W																														
35th W & Oranoe (constr mbr)																														
35th W	24	23	25	27	27	28	28	34	38	31	27	31	27																	
34th W & Felbite	819	947	607	672	1326	1216	764	530	480	1193	1074	1050	771	434	134	1	4													
25th W & Felbite																														
Sierra Hwy	292	283	312	307	305	296	251	278	173	269	290	117	86																	
MPS	41	93	214	173	119	217	70	48	166	118	380	78	433	468	288	401	462	696	735	516	563	612	358	316	137	150				
FWY 14	14	17	10	13	10	22	92	103	43	67	55	67	40	80	84	72	73	7												
Silver Queen Rd																														
Silver Queen																														
Rosamond BLVD & HWY 58	1887	2806	2185	2226	2724	1782	1737	1357	1675	1171	2103	1345.42																		
RF2	6	6	6	7	6	6	8	9	7	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	
Clav Mine RD	18	22	22	24	23	26	20	37	28	45	27	53	70	64	111	185	79	185	63	18	6	14	45	4						
BORAX	161	26	35	19	15	63	91	88	128	314	174	43	24	30	30	80	82	31	44	58	72	85	54	62						
BORAX	1251	1283	1370	1385	1361	1438	1356	1336	1316	1227	1399	1317	1310	1390	1630	1467	1646	664	24											
BORAX	1828	1651	1634	1438	1952	1625	1399	1731	1404	2809	2120	1211	1084	1261	865	682	735	678	605	651	1109	841	1039	1415	935					
BORON	349	256	256	231	328	280	244	297	313	569	548	305	253	274	264	358	262	253	364	368	268	283	239	190	116					
BORON	98	183	197	297	308	358	283	256	45.46																					
CAL CITY BLVD	801	479	418	317	331	163	342	134	1213	844	980	835	603	381	178	190	157	75	52	259	898	897	1645	1887	990					

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			WEST FEEDER					2012 AVEK METER READINGS)			
NAME	LOCATION		2005	2006	2007	2008	2009	2010	2011	2012 Est	TOTAL
Maritorena Farms	140th W	7.6L	0.0	18.7	6.0	5.0	5.0	4.0	2.5	1.5	42.7
AV Water Storage LLC	140th W	8.9L							3,870.7	2,637.8	6,508.5
	140th W	9.0LB	1,770.0	2,170.4	1,504.0	0.0	0.0	598.1	4,730.9	0.0	10,773.4
	141st W	9.0LC	0.0	0.0	0.0	0.0	0.0	0.0	2,609.0	1.0	2,610.1
	140th W	9.0LD	0.0	0.0	0.5	0.5	0.0	0.5	2,593.5	1.5	2,596.5
Grimmway Farms	125th W (So)	10.5LA 10"	608.6	806.0	824.7	802.9	290.5	146.8	745.2	676.0	4,900.5
	125th W (M)	10.5LA1 12"	631.4	1,106.6	829.1	796.7	64.7	529.7	762.4	943.4	5,664.0
	125th W (No)	10.5LB 12"	382.0	853.4	1,867.4	120.2	156.1	61.8	819.0	664.4	4,924.2
Scott Harter	120th W	10.8L	1.5	34.4	595.1	0.5	0.0	0.0	0.5	0.0	632.0
										TOTAL	38,651.8

AVWS000083

EXHIBIT "G"

AVEK PURCHASES FOR LAND OWNED BY AVWS

Year	SWP Water Bought from AVEK, Acre-Feet	Comments
2000	2,579	
2001	2,274	
2002	179	
2003	470	Quantity missing from invoices, but appears on delivery records.
2004	791	Quantity missing from invoices, but appears on delivery records.
2011	13,805	Water bank operations began in 2011. 2,144 AF was used for pasture. The rest of the water received from AVEK was used for groundwater recharge.
2012	3,479	All AVEK water received was used for groundwater recharge.

EXHIBIT “H”

TABLE OF APPLIED CROP WATER DUTIES

Appendix D-3: Table 4 Applied Crop Water Duties and Irrigation Efficiency Values (DU = 80%) Antelope Valley Area of Adjudication										
Crop	ET _c ¹ (in)	P _e ² (in)	ET _{AVI} ³ (in)	DU ⁴ (%)	AW _c ⁵ (in)	AW _e ⁶ (in)	AW _{pr} ⁷ (in)	AW _T ⁸ (in)	E _{ir} ⁹ (%)	
Alfalfa	62.10	1.77	60.33	80	75.42	0	2.0	77.42	6.5	81
Carrots	27.47	0.00	27.47	80	34.33	6	6.5	46.83	3.9	85
Grain	22.94	1.42	21.52	80	26.90	0	4.0	30.90	2.6	83
Malons/Squash	23.91	0.00	23.91	80	29.88	0	4.0	33.88	2.8	82
Onions	37.57	0.00	37.57	80	46.96	3	4.0	53.96	4.5	83
Orchard (Deciduous)	47.38	0.00	47.38	80	59.22	0	0.0	59.22	4.9	80
Pasture	66.19	1.77	64.42	80	80.53	0	0.0	80.53	6.7	80
Pctatoes	24.02	0.00	24.02	80	30.03	0	4.0	34.03	2.8	82
Silage	27.31	0.00	27.31	80	34.14	0	4.0	38.14	3.2	82
Sugar Beets	40.55	0.00	40.55	80	50.68	0	4.0	54.68	4.6	81
Vineyard (Grapes)	35.33	0.00	35.33	80	44.16	0	0.0	44.16	3.7	80

¹ ET_c = K_c * ET_s, where ET_s = average ET_s for specified periods, based on data from Victorville CIMIS Station, 1994-2003; K_c values from Univ. California Cooperative Extension

² P_e = effective precipitation offsetting ET_c, up to 1/2 of the average precipitation, in Dec. - Feb., inclusive

³ ET_{AVI} = evapotranspiration of applied water = ET_c - P_e

⁴ DU = irrigation distribution uniformity

⁵ AW_c = applied water for crop requirement = ET_{AVI} / DU

⁶ AW_e = applied water for erosion control

⁷ AW_{pr} = applied water for field preparation and pre-irrigation

⁸ AW_T = applied crop water duty = AW_c + AW_e + AW_{pr}

⁹ E_{ir} = overall irrigation efficiency for beneficial uses = (ET_{AVI} + AW_e + AW_{pr}) / AW_T

EXHIBIT "I"
IRRIGATED ACRES AND CROP TYPES
2000-2004

Parcel	Acreage	Year First Farmed	Improvements	Cropping	Well Info			Utilities			Environmental Issues
					Yield (gpm)	Refurbished in 1998?	AVEK Water	Gas	Electric	Phone	
35904101	40	Not Broken							X		
26119609	318	2000	35" Deep Ripping Leveling Soil Amendments 1 Well	2004 - onions 2003 - grain 2002 - onions 2001 - carrots 2000 - carrots	1,000	Yes	Yes		X		
26119611	160	1960	35" Deep Ripping Leveling Soil amendments 1 well 1 shop 1 residence subsurface irr. Piping (see map)	2004 - carrots 2003 - alfalfa 2002 - alfalfa 2001 - alfalfa 2000 - alfalfa 1999 - alfalfa 1998 - grain	1,000	Yes	Yes		X	Residence	
35904111	160	1960	35" Deep Ripping Leveling Soil amendments subsurface irr. Piping (see map)	2004 - carrots 2003 - alfalfa 2002 - alfalfa 2001 - alfalfa 2000 - potatoes 1999 - carrots 1998 - carrots			Yes		X		
35904112	160	1960	35" Deep Ripping Leveling Soil amendments 2 wells subsurface irr. Piping (see map)	2004 - carrots 2003 - onions 2002 - alfalfa 2001 - alfalfa 2000 - alfalfa 1999 - alfalfa 1998 - grain	1100 (south) 750 (north)	Yes Yes	Yes		X		
26119602	202	1960	35" Deep Ripping Leveling Soil amendments 1 well 1 residence subsurface irr. Piping (see map)	2004 - grain 2003 - onions 2002 - carrots 2001 - onions 2000 - carrots 1999 - carrots 1998 - grain	1,300	Yes	Yes		X	Residence	
26119603	120	1960	35" Deep Ripping Leveling Soil amendments 1 well 1 shop subsurface irr. Piping (see map)	2004 - grain 2003 - onions 2002 - carrots 2001 - onions 2000 - carrots 1999 - carrots 1998 - grain	1,300	Topwork only	Yes		X		Trash pit next to shop
26119604	160	1960	35" Deep Ripping Leveling Soil amendments 1 well	2004 - carrots 2003 - grain 2002 - grain 2001 - onions 2000 - carrots 1999 - carrots 1998 - grain	1,300	Yes	Yes		X		
35904117	157	1960	35" Deep Ripping Leveling Soil amendments 1 well subsurface irr. Piping (see map)	2004 - grain 2003 - alfalfa 2002 - alfalfa 2001 - alfalfa 2000 - alfalfa 1999 - alfalfa 1998 - grain	1,000	Yes	Yes		X		
35904118	153	1960	35" Deep Ripping Leveling Soil amendments 2 wells 2 shops subsurface irr. Piping (see map)	2004 - grain 2003 - grain 2002 - grain 2001 - onions 2000 - carrots 1999 - carrots 1998 - grain	1000 (by shop) 1100 (east side)	Yes Yes	Yes		X	Shop	

EXHIBIT "J"
ESTIMATED GROUNDWATER USE
2000

APN	Size in Acres	Crop Type	Water Duty, feet	Water Use, Acre Feet
1. APN 261-196-02 (portion)	80	Carrots	3.9	312
2. APN 261-196-02 (portion)	40	Carrots	3.9	156
3. APN 261-196-02 (portion)	80	Carrots	3.9	312
4. APN 261-196-03	120	Carrots	3.9	468
5. APN 359-041-18	158	Carrots	3.9	616
6. APN 261-196-04	160	Carrots	3.9	624
7. APN 359-041-11	160	Potatoes	2.8	448
8. APN 359-041-12	160	Fallow	0	-
9. APN 359-041-17	160	Alfalfa	6.5	1040
10. APN 261-196-11	160	Alfalfa	6.5	1040
11. APN 261-196-09	320	50% Carrots, 50% Alfalfa	5.2	1664
12. APN 359-041-13	80	Carrots	3.9	312
13. APN 359-041-20	10	Fallow	0	-
14. APN 359-041-21	10	Fallow	0	-
15. APN 359-041-22	10	Fallow	0	-
16. APN 359-041-23	10	Fallow	0	-
17. AIN 3258-01-28 (LA Co.)	40	Fallow	0	-
18. AIN 3258-01-29 (LA Co.)	40	Fallow	0	-
19. APN 359-041-01	40	Fallow	0	-
TOTAL	1,838	-	-	6,992

2001

APN	Size in Acres	Crop Type	Water Duty, feet	Water Use, Acre Feet
1. APN 261-196-02 (portion)	80	Onions	4.5	360
2. APN 261-196-02 (portion)	40	Onions	4.5	180
3. APN 261-196-02 (portion)	80	Onions	4.5	360
4. APN 261-196-03	120	Onions	4.5	540
5. APN 359-041-18	158	Onions	4.5	711
6. APN 261-196-04	160	Onions	4.5	720
7. APN 359-041-11	160	Alfalfa	6.5	1040
8. APN 359-041-12	160	Alfalfa	6.5	1040
9. APN 359-041-17	160	Alfalfa	6.5	1040
10. APN 261-196-11	160	Alfalfa	6.5	1040
11. APN 261-196-09	320	Carrots	3.9	1248
12. APN 359-041-13	80	Unknown	-	-
13. APN 359-041-20	10	Fallow	0	-
14. APN 359-041-21	10	Fallow	0	-
15. APN 359-041-22	10	Fallow	0	-
16. APN 359-041-23	10	Fallow	0	-
17. AIN 3258-01-28 (LA Co.)	40	Fallow	0	-
18. AIN 3258-01-29 (LA Co.)	40	Fallow	0	-
19. APN 359-041-01	40	Fallow	0	-
TOTAL	1,838			8,279

2002

APN	Size in Acres	Crop Type	Water Duty, feet	Water Use, Acre Feet
1. APN 261-196-02 (portion)	80	Carrots	3.9	312
2. APN 261-196-02 (portion)	40	Carrots	3.9	156
3. APN 261-196-02 (portion)	80	Carrots	3.9	312
4. APN 261-196-03	120	Carrots	3.9	468
5. APN 359-041-18	158	Grain	2.6	411
6. APN 261-196-04	160	Grain	2.6	416
7. APN 359-041-11	160	Alfalfa	6.5	1,040
8. APN 359-041-12	160	Alfalfa	6.5	1,040
9. APN 359-041-17	160	Alfalfa	6.5	1040
10. APN 261-196-11	160	Alfalfa	6.5	1040
11. APN 261-196-09	320	Onions	4.5	1,440
12. APN 359-041-13	80	Carrots	3.9	312
13. APN 359-041-20	10	Fallow	0	-
14. APN 359-041-21	10	Fallow	0	-
15. APN 359-041-22	10	Fallow	0	-
16. APN 359-041-23	10	Fallow	0	-
17. AIN 3258-01-28 (LA Co.)	40	Fallow	0	-
18. AIN 3258-01-29 (LA Co.)	40	Fallow	0	-
19. APN 359-041-01	40	Fallow	0	-
TOTAL	1,838	-	-	7,987

2003

APN	Size in Acres	Crop Type	Water Duty, feet	Water Use, Acre Feet
1. APN 261-196-02 (portion)	80	Onions	4.5	360
2. APN 261-196-02 (portion)	40	Onions	4.5	180
3. APN 261-196-02 (portion)	80	Onions	4.5	360
4. APN 261-196-03	120	Onions	4.5	540
5. APN 359-041-18	158	Grain	2.6	411
6. APN 261-196-04	160	Grain	2.6	416
7. APN 359-041-11	160	Alfalfa	6.5	1040
8. APN 359-041-12	160	Onions	4.5	720
9. APN 359-041-17	160	Alfalfa	6.5	1040
10. APN 261-196-11	160	Alfalfa	6.5	1040
11. APN 261-196-09	320	Grain	2.6	416
12. APN 359-041-13	80	Unknown	-	-
13. APN 359-041-20	10	Fallow	0	-
14. APN 359-041-21	10	Fallow	0	-
15. APN 359-041-22	10	Fallow	0	-
16. APN 359-041-23	10	Fallow	0	-
17. AIN 3258-01-28 (LA Co.)	40	Fallow	0	-
18. AIN 3258-01-29 (LA Co.)	40	Fallow	0	-
19. APN 359-041-01	40	Fallow	0	-
TOTAL	1,838	-	-	6,523

2004

APN	Size in Acres	Crop Type	Water Duty, feet	Water Use, Acre Feet
1. APN 261-196-02 (portion)	80	Grain	2.6	208
2. APN 261-196-02 (portion)	40	Grain	2.6	104
3. APN 261-196-02 (portion)	80	Grain	2.6	208
4. APN 261-196-03	120	Grain	2.6	312
5. APN 359-041-18	158	Grain	2.6	406
6. APN 261-196-04	160	Carrots	3.9	624
7. APN 359-041-11	160	Carrots	3.9	624
8. APN 359-041-12	160	Carrots	3.9	624
9. APN 359-041-17	160	Grain	2.6	416
10. APN 261-196-11	160	Carrots	3.9	624
11. APN 261-196-09	320	Onions	4.5	1440
12. APN 359-041-13	80	Unknown	-	-
13. APN 359-041-20	10	Fallow	0	-
14. APN 359-041-21	10	Fallow	0	-
15. APN 359-041-22	10	Fallow	0	-
16. APN 359-041-23	10	Fallow	0	-
17. AIN 3258-01-28 (LA Co.)	40	Fallow	0	-
18. AIN 3258-01-29 (LA Co.)	40	Fallow	0	-
19. APN 359-041-01	40	Fallow	0	-
TOTAL	1,838	-	-	5,590

2011

APN	Size in Acres	Crop Type	Water Duty, feet	Water Use, Acre Feet
1. APN 261-196-02 (portion)	80	Carrots (80 ac)	3.9	312
2. APN 261-196-02 (portion)	40	Carrots (40 ac)	3.9	156
3. APN 261-196-02 (portion)	80	-	-	-
4. APN 261-196-03	120	Carrots (40 ac)	3.9	156
5. APN 359-041-18	158	-	-	-
6. APN 261-196-04	160	Carrots (80 ac)	3.9	312
7. APN 359-041-11	160	Pasture	6.7	1072
8. APN 359-041-12	160	Pasture	6.7	1072
9. APN 359-041-17	160	Carrots (80 ac)	3.9	312
10. APN 261-196-11	160	Fallow	0	-
11. APN 261-196-09	320	Fallow	0	-
12. APN 359-041-13	80	Unknown	-	-
13. APN 359-041-20	10	Fallow	0	-
14. APN 359-041-21	10	Fallow	0	-
15. APN 359-041-22	10	Fallow	0	-
16. APN 359-041-23	10	Fallow	0	-
17. AIN 3258-01-28 (LA Co.)	40	Fallow	0	-
18. AIN 3258-01-29 (LA Co.)	40	Fallow	0	-
19. APN 359-041-01	40	Fallow	0	-
TOTAL	1,838			3,392

2012

APN	Size in Acres	Crop Type	Water Duty, feet	Water Use, Acre Feet
1. APN 261-196-02 (portion)	80	Carrots (0 ac)	-	-
2. APN 261-196-02 (portion)	40	Carrots (40 ac)	3.9	156
3. APN 261-196-02 (portion)	80	Carrots (70 ac)	3.9	273
4. APN 261-196-03	120	Carrots (75 ac)	3.9	293
5. APN 359-041-18	158	Carrots (74 ac)	3.9	289
6. APN 261-196-04	160	Carrots (75 ac)	3.9	293
7. APN 359-041-11	160	Fallow	-	-
8. APN 359-041-12	160	Fallow	-	-
9. APN 359-041-17	160	Pasture	6.7	1072
10. APN 261-196-11	160	Fallow	0	-
11. APN 261-196-09	320	Fallow	0	-
12. APN 359-041-13	80	Unknown	-	-
13. APN 359-041-20	10	Fallow	0	-
14. APN 359-041-21	10	Fallow	0	-
15. APN 359-041-22	10	Fallow	0	-
16. APN 359-041-23	10	Fallow	0	-
17. AIN 3258-01-28 (LA Co.)	40	Fallow	0	-
18. AIN 3258-01-29 (LA Co.)	40	Fallow	0	-
19. APN 359-041-01	40	Fallow	0	-
TOTAL	1,838	-	-	2,376

PROOF OF SERVICE

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I, Carol Bracken, certify and declare:

I am over the age of 18 years and not a party to this action. My business address is: HERUM CRABTREE, 5757 Pacific Avenue, Suite 222, Stockton, California 95207. On the date set forth below, I served the following document(s):

DECLARATION OF MARK BEUHLER ON BEHALF OF ANTELOPE VALLEY WATER STORAGE, LLC IN LIEU OF DEPOSITION TESTIMONY FOR PHASE 4 TRIAL

[X] BY ELECTRONIC SERVICE. By posting the document(s) listed above to the Santa Clara Superior Court website regarding the Antelope Valley Groundwater matter (Judicial Council Coordination Proceeding No. 4408, Santa Clara Case No. 1-05-CV-049053) pursuant to the Court's Clarification Order.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: January 31, 2013


CAROL BRACKEN