1 2	Jose Maritorena MARIE MARITORENA JEAN PIERRE MARITORENA MARITORENA FARMS Subsidiary of I. MARITORENA Living Truct. declare:
	The state of the s
3	1. I am Jose MARITORENA, TRUSTEE for MARITORENA LIVING TRUST, a party to this
4	action. In lieu of deposition testimony for the Phase 4 trial, I am providing this declaration. This
5	declaration applies only to the categories I have filled in. The items left blank or crossed out do
6	not apply to me. I have personal knowledge of each fact herein and would testify competently
7	thereto under oath.
8	Property Ownership and Parcel Size
9	2owns property that overlies the Antelope Valley Area of
10	Adjudication as decided by this Court. The land is in <u>Kern y L, A</u> County and is identified
11	by the following APN/APNs:
12	APN 359-041-29-00-9, 359-041-31-00-4; 359-041-32-00-7; 359-041-30-00-1 (KERN)
13	APN 359-041-29-00-9 1, 359-041-31-00-4; 359-041-32-00-7; 359-041-30-00-1 (KERN) APN 3258-001-030 4 3258-001-031 (L.A) See exhibit A
14	[If additional room is needed, please identify the APN/APNs in Exhibit A.] A true and correct
15	copy of Exhibit A is attached hereto and incorporated herein.
16	3. MARITORENA LIVING TRUST claims groundwater rights only as to the properties listed in
17	Paragraph 2 and Exhibit A.
18	4. For each APN/APNs identified above, the total acreage by parcel is as follows:
19	FROM 2001 to 2004 MARITORENA FARMS LEASED the LAND APN 3258-001-30 + 31
20	Then in 2005 parchased The LAND See exhibit B
21	[If additional room is needed, please identify the APN/APNs and parcel size in Exhibit B.] A true
22	and correct copy of Exhibit B is attached hereto and incorporated herein.
23	5. For each APN/APNs identified above MARITORENA LIVING TRUSOwned the property during
24	the following timer period:
25	(1998) (1998) (1997) ADN 359-041-29-00-9; 359-041-31-00-4; 359-041-32-00-7
26	6. The following are all individuals/entities appearing on the title for the above identified
27	APN/APNS from Jan 1, 2000 to the present:
28	
	1

3258	?-001-030 & 3258-001-031 L.A. Co.
7.	For each individual/entity identified in paragraph 6 that individual/entity appeared on the
title du	ring the following time:
M	
	Leases
8.	PARITORE NA FARMS (declarant or party affiliated with declarant) leases property that
John	own and that overlies the Antelope Valley Area of Adjudication as
decided	by this court and identified by the following APNS:
325	3-001-040
9.	The total acreage by parcel is:
	80 ac
10.	The property is currently leased to:
	PARITORENA FARMS
11.	The property was leased on the following dates:
FRO	M JAN.1, 1996 to Dec. 31, 2015
12.	The lease provides that <u>Sose MARITOLENA</u> may claim groundwater rights from the use of
water or	n the leased property. Attached to this declaration is a true and correct copy of the lease.
Re	FER to GRANT Deed aTTAChed
[If addi	ional room is needed, please list APN/APNs, acreage by APN, Lessee by APN and dates
for each	Lessee by APN for each parcel in Exhibit C.] A true and correct copy of Exhibit C is
attached	hereto and incorporated herein. See exhibit C
13. <u>N</u>	MARITORENA FARMS leases property from John B. Reca which overlies the
	e Valley Area of Adjudication as decided by this court and is identified by the following
APNS:	
3258	-001-040 (Reca)
	- 2 -
	

1 2	14. The total acreage by parcel is:
	80ac (Reca)
3	15. The Lease provides that Sose MARITORENA may claim groundwater rights from use of
5	water on leased property. Attached to this declaration is a true and correct copy of the lease. See attached Leases of Burdick a Webster.
6	[If additional room is needed, please attach APN/APNs, Name of the Lessor and acreage by APN
7	for each parcel list in Exhibit D to this declaration.] A true and correct copy of Exhibit D is
8	attached hereto and incorporated herein. Bundick a Webster
9	16. Jose MARITORENA claims groundwater rights only as to the leasehold interests listed
	in Paragraph 15 and Exhibit D.
11	17 claims groundwater rights only as to the properties listed in
12	Paragraph 2 and Exhibit A and as to the leasehold interests listed in Paragraph 8 and Exhibit C.
13	18. To the best of my knowledge, onlyclaims groundwater rights as to the
14 15	leased parcel(s) identified in paragraph 15 and Exhibit D.
16 17 18 19	Water Meter Records 19.
20	A true and correct copy of Exhibit E is attached hereto and incorporated herein.
21	20. Exhibit F sets forth the total yearly production amounts by metered water well on the
22	above referenced properties for the years 2000-2004, 2011, and 2012. A true and correct copy of
23	Exhibit F is attached hereto and incorporated herein.
24	State Water Project Purchases
25	21. MARITORENA FARMS purchases State Water Project water from a State Water Contractor
26	for use by MARITORENA FARMS on the properties referenced above. Exhibit G contains true
27	and correct copies of the invoices for delivery of State Water Project Water to the properties
28	- 3 -

- 1	
1	referenced above.
2	
3	
4	22. Exhibit H sets forth the total yearly State Water Project water deliveries to the properties
5	referenced above for the years 2000-2004, 2011, and 2012. A true and correct copy of Exhibit H
6	is attached hereto and incorporated herein.
7	Pump Tests/ Electric Records
8	23. In order to calculate groundwater pumped and used on the properties referenced above,
9	MARITORE NA relied on pump tests and electric records. Exhibit I contains true and correct
10	copies of the pump test records and electrical records for wells on the properties referenced
11	above. The electric records attached to this declaration as Exhibit I do not include electric use or
12	the properties referenced above for anything other than pumping groundwater.
13	24. Exhibit J sets forth the amount of total yearly groundwater that MARI TORENA FARMS
14	estimates was pumped and used on the properties referenced above for the years 2000-2004,
15	2011, and 2012 based on the attached pump test records and electrical records for the wells on th
16	properties referenced above. A true and correct copy of Exhibit J is attached hereto and
17	incorporated herein.
18	25. Pump tests were performed on the following dates:
19	Sept or Oct of each year
20	26. MARITORENA FARMS is not producing pump test records for the following
21	dates 2000 - 2005 AVE. A well & house well because:
22	they were RUNNING ON DieseL
23	27. I am not aware of any other pump tests having been performed on the properties
24	referenced above.
25	
26	Pump Tests/Diesel Records
27	28. In order to calculate groundwater pumped and used on the properties referenced above,
28	

MARITORENA LIVING TRUST relied on pump tests and diesel fuel records. Exhibit K contains
true and correct copies of the records pertaining to pump tests and diesel fuel purchases for the
properties referenced above. The diesel fuel records attached to this declaration as Exhibit K do
not include diesel fuel used on the properties referenced above for anything other than pumping
groundwater.
29. Exhibit L sets forth the amounts of total yearly groundwater pumped and used on the
properties referenced above for the years 2000-2004, 2011, and 2012. A true and correct copy of
Exhibit L is attached hereto and incorporated herein.
30. Pump tests were performed on the following dates:
31. MARITORENA FARMS is not producing pump test records for the following
datesbecause:
No pump Test performed on DieseL
32. I am not aware of any other pump tests having been performed on the properties
referenced above.
Crop Duties and Irrigated Acres
33. In order to calculate water use on the properties referenced above, See whili M
relies on the amount of acres in irrigation on the properties referenced above multiplied by the
crop duty identified in the Summary Expert Report, Appendix D-3: Table 4, a true and correct
copy of which is attached to this declaration as Exhibit M.
34. The total amount of irrigated acres and type of crops on the properties referenced above
by APN for the years 2000-2004, 2011 and 2012 are described in Exhibit N. A true and correct
copy of Exhibit N is attached hereto and incorporated herein.
Other Sources of Water
35. On the properties referenced above, <u>N/A</u> received water from sources
other than groundwater pumped within the Basin or State Water Project Water. Exhibit O sets
forth the source of the water and the amounts received for the years 2000-2004, 2011, and 2012.
- 5 -

1	In lieu of answering this question, a crop map may be attached that shows the date, crop type,
2	irrigated acreage and parcels.]
3	41. MARITORENA used 4, 110 acre feet of water on APN# expirit B in 2011. The
4	water was used for the following:
5	ALFALFA & GRAIN DAY & SUNDAN GRASS
6	[State the crop type and number of acres of that crop. If not used for irrigation, describe the use.
7	In lieu of answering this question, a crop map may be attached that shows the date, crop type,
8	irrigated acreage and parcels.]
9	42. PRIST used 3,915 acre feet of water on APN# eqhibit B in 2012. The
10	water was used for the following:
11	ALFALFA & GRAIN HAY & SUDAN GRASS
12	[State the crop type and number of acres of that crop. If not used for irrigation, describe the use.
13	In lieu of answering this question, a crop map may be attached that shows the date, crop type,
14	irrigated acreage and parcels.]
15	43. Other than what is declared hereinabove, MARITORINA did not produce or use water
16	within the Antelope Valley Area of Adjudication for 2000-2004, 2011, and 2012.
17	
18	I declare under penalty of perjury under the laws of the State of California that the
19	foregoing is true and correct. Executed this 28 day of January 2013, at BAKERSFIELD.
20	California.
21	Man II Maritation on
22	TO ALDER AND ACCESOR
23	Marie Mantorena
24	1 0
2526	Jose Mantonera Jan Pier Naintonena
27	
28	

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 7
          EXHIBIT "A"
 8
          APN 359-041-29-00-9
                                            40 ac
 9
                359-041-31-00-4
                                                      KeRN Co.
                                            40 ac
10
                359-041-32-00-7
                                            40 ac
11
12
          APN
                3258-001-030
13
                                          640ac L.A. Co.
                3458 -001-031 T
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-8-

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3			
4			
5			
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7			
8	EXHIBIT "B"		
9	APN	Size in acres	-
10	359-041-29-00-9	HOac	
11	359-041-31-00-4	40 ac	
12 13	359-041-32-00-7	40 ac	_
13			_
15	3258-001-030		_
16	3258-001-030 3258-001-031	640 ac	_
17			
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27	· · · · · · · · · · · · · · · · · · ·		
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3	-				A CONTRACTOR OF THE STATE OF TH
4					
5		A CONTRACT OF THE STREET, STRE			
6					
7					
8		EXTERNAL (C)			
9	l	EXHIBIT "C"			D
10		APN: (Reca)	Leased to:	Acreage:	Dates of Lease:
11		3258-001-040 (Wepster)	MARITORENA FARMS	80 ac	1996 - 2015
12		3258-001-024 Bundiek	" "	40 ac	1996-2012
13		3258-001-023 Es pivoza	<i>u</i>	40 ac	76
14		359-041-30-00-1	" ''	40 ac	2000-2004
15	\setminus	Couned land from	1996 to 2006		
16		359-041-30-00-1		Нрас	20114 2012
17		(Same land but	Changed ownership in	u 2011	
18		3			
19		3258-001-30 a	MARITORENA FARMS	640 ac	2001 - 2004
20		3258-001-31	(In 2005 purchas	ed the land)	
21		,		/	
22					
23					
24					
25					
26					
27					
28			<u> </u> - 1	0 -	
			and the second s	RATION	

AMENDMENT TO ORIGINAL LEASE DATED JANUARY 1996, AND AMENDMENT DATED JANUARY 1, 2004.

150 th a Roc. A

The description of the property is as follows:

South Half (S1/2) (lot#1) of Northeast quarter (NE 1/4) of Section 6, Township 8 North, Range 14 West, SBB&M, County of Los Angeles, California, 80 acres.

The lease is hereby extended for a 10 year period, commencing on January 1, 2006 and ending on December 31, 2015.

Lessor and Lessee have mutually agreed that this lease can be terminated early in the event the property is sold by Lessor. Lessee will be given no less than 90 days after the sale of the property to complete harvesting the crop and remove any equipment from the property. Lessor will provide written notice to Lessee of the sale date.

John B. Reca- Lessor

9364 West Ave G

Lancaster, CA 93536

APN 3258-001-040

Maritorena Farms-Lessee

Jose Maritorena, a gen partner

300 E Panama Rd

Bakersfield, CA 93307

800c on)
150th 4 A

9 LAND LEASE

AMEMDMENT TO LEASE OF RECA CORP. MADE IN JANUARY 1996

Reca Corporation has been dissolved as of December 31, 2003.

As of January 1, 2004 the lease is continued in the name of John B. Reca as Lessor, And Maritorena Farms, consisting of Jose Maritorena, Marie Maritorena and Jean Pierre Maritorena, as Lessees with the same term as indicated on the previous Lease of Reca Corporation.

The description of the property is as follows:

South Half (S1/2) (lot #1) of Northeast quarter (NE1/4) of Section 6, Township 8 North, Range 14 West, SBB&M, County of Los Angeles, California, 80 acres.

APN 3258-001-040

The maturity on the lease is Decmber 31, 2005 with a total rent of \$4,000.00 per year.

John B. Reca - lessor

9364 W. Ave. G

Lancaster, Ca 93536

Maritorena Farms-Lessee

BY: Mantorena A gen partner

300 E. Panama Rd

Bakersfield, Ca 93307

This lease is made this 1st day of January 1996 between Reca Corp. as lessors, and Maritorena Farms, consisting of Jose Maritorena, Marie Maritorena and Jean Pierre Maritorena, as lessee.

Lessors do hereby lease to LESSEE, and LESSEE hereby hires from LESSORS that certain lot of land and its appurtenances, described as:

South half (S_2^1) (1ot #1) of Northeast quarter (NE_4^1) of Section 6, Township 8 North, Range 14 West, SBB&M, County of Los Angeles, California, 80 acres.

for the term of ten (10) years, commencing of the first day of January 1996 and ending on the last day of December 2005 at the total rent or sum of \$4,000.00 per year.

LESSEE agree to protect and save harmless LESSORS from any and all liability by reason of damage or injury to any person or property occuring upon said premises during LESSEES tenancy.

Notice to be given to LESSEE by LESSOR if the land is being sold or has intention of selling in order to discuss the needed time to harvest the crop that is being grown for that year.

2002

2003

2004

2005

BY:		mary	Reca	
	Mary	Reca (16s	sor)	_

Mary Reca (lessor) 9364 W. Ave. G Lancaster, Calif. 93536

MARITORENA FARMS - lessee

BY: Maritorena Jose Maritorena, a gen partner 300 E. Panama Rd Bakersfield, Ca 93307-6261

Continuation of of loase in grane of

RECA CORPORATION

Land Leave on Recar 1996 - Pd put at in Sept 1997 Pd 1st min at 6. 1999 Pd 2000 Pd 2001 Pd

STOCKDALE OFFICE WELLS FARGO BANK 5401 CALIFORNIA AVE. BAKERSFIELD; CA 93309

16-24/1220

MARITORENA FARMS
300 E PANAMA HOAD
BAKERSFIELD, CALIFORNIA 93307
(805) 833-0329

2467

N Tour thousand and no live -	N. 11'00 }	DATE	CHECK NO.	DOLLARS CHECK AMOUNT
Reca Orp.		1/2/2000	2467	400000
				
ip 2000 lease	—	nacie 9	Maritores 1000040	Læ MP

2914

MARITORENA FARMS
300'E PANAMA ROAD
/BAKERISFIELD: CALIFORNIA 93307
(661),833-0329



STOCKDALE OFFICE WELLS FARGO BANK 5401 CALLFORNIA AVE BAKERSFIELD: CA 93309 16:24/1220

Join thousand and one form	DATE	CHECK NO.	CHECK AMOUNT
TO THE ORDER OF	ililor	2914	4000
Reca Corp.	Bestune /		
Lan 3pet	- Marie M	<u> </u>	<u>2</u>
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3436

MARITORENA FARMS
300 E. PANAMA ROAD
BAKERSFIELD, CALIFORNIA 93307
(661).833-0329

STOCKDALE OFFICE WELL'S FARGO BANK 5401 CALIFORNIA AVE BAKEPSFIELD: CA 93309

16-24/1220

V Jour thousand and	no /100 =====	DATE	CHECK NO.	CHECK AMOUNT
TO THE ORDER OF		1/1/02	3436	4000
Reca Corp		(2005-1990) (*/*/		
2002 lease		marie 9	nautore	ua
2002 100		011100-	°000040	որորու



STOCKDALE OFFICE WELLS FARGO BANK 5401 CALIFORNIA AVE BAKERSFIELD; CA 93309

16-24/1220

55549.701 RECORDING REQUESTED BY	
Ticor Title Insurance	BOOK 5944 PAGE 2495
AND WHEN RECORDED WAIL THIS DEED AND, UNLESS OTHER-	PEOPPED BY CALE 5 FLOOR
_	RECORDED BY GALE S. ENSIGNA KERNI COUNTY CLERK-RECORDER
NAME Reca Corporation	
ADDRESS 9364 West Avenue (Court Lancaster, Ca. 93534	0/75 25.00 HNEP 1.00
	#64.72
Title Order No. J.D Escrow No. 1-10788	LINE FOR RECORDER'S USE
EASEMENT DEED	THE FOR RECORDER 5 USE
3/4 Z GRANT DEED	
The undersigned declares that the documentary transfer tax is \$	
computed on the full value of the interest or property conveyed, or is	and is
computed on the full value less the value of liens or encumbrances remaining tenements or realty is located in	thereon at the time of sale. The land,
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowled	and
ALVARO ESPINOSA and EVANGELINA ESPINOSA, husband and wife.	and
CARREY MARCONNETTE and SONDRA MARCONNETTE, husband and wif	
hereby GRANT(S) to	12/05/86 FTAX # 1#
RECA CORPORATION, a California corporation,	TI CHREE 1.10 #164200 COOL AOL T10:05
the following described real property in the unincorporated area	MINGENA CANT HET LYAND
county of Kern state of California:	Hour
The South 1/2 of the Southeast 1/4 of Fractional Section 3 Range 14 West, SBBM.	1, Township 9 North,
GRANTING AN EASEMENT, FOR INGRESS AND EGRESS TO THE PUMP HE AND BUILDINGS AND USE AND MAINTENANCE OF WATER PIPES AND TO	PPICATION DUODOSES V
AN EASEMENT OVER THE SOUTH 52 FEET OF THE WEST 330 FEET OF OF THE ABOVE-DESCRIBED LAND, TO BE RETAINED BY GRANTEES (R.)	ECA CORPORATION) AT /
GRANTEES EXPENSE FOR AS LONG AS GRANTEES OR THEIR HEIRS US TRRIGATION PURPOSES:	E_SAID_WELL_FOR#
· K	
TAX	
PAID	
Dated November 20, 1986	no Espinga
Alvaro Es	spinosa Officia.
Syangelin	Marcounell
Carredy	akconnecte W2.3.
STATE OF CALIFORNIA	arconnecte
COUNTY OF LIBERTY SS. On this the 11-2-CE day of NOV. 198	before me the undersigned, a
Notary Public in and for said County and State, personally appeared	
	NOTARY SEAL OR STAMP
to me or proved to me on the basis of satisfactory evidence to be the person. — whose name subscribed to the within instrument	Poor Give.
and acknowledged that 25 executed the same.	NORIG
Signature of Notary	S AGE TION S
Assessor's Pa	, KOO
MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY	SO SHOWN, MAIL AS DIRECTED ABOVE HERE

Street Address

CAL-1 (Rev. 8-82)

City & State

CBS471-65

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	BOOK	59	лл	DARF	76	Sh.
	DHUR	v.,	44	INOL	4	\mathbf{U}

STATE OF CALIFOR:	(Acknowledgement)
County of Los Angeles) ss.	
on this 1 day of December	in the year 19 56 , before me, the undersigned ,
a Notary Public in and for the said County and	State, residing therein, duly commissioned and sworn, personally
appearedSondra Marconnette	
personally known to me for proved to me on the	e basis of satisfactory evidence) to be the person(s):
(A) INDIVIDUAL)	Whose name is subscribed to this instrument, and acknowledged that XX (she xx livey) executed it.
(CORPORATION)	Who executed the within instrument as president and
	secretary, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its articles and by-laws and a resolution of its Board of Directors.
(PARTNERSHIP)	Thatexecuted the within instrument on behalf of the part- ngrahlp, and acknowledged to me that the partnership executed it.
IN WITNESS WHEREOF, I have hereunto set m the day and year first above written.	y hand and affixed my official seal, in and for said County and State,
Police a d. Juleach	0
Notary Public in and for said County and State of	
My commission expires: Dd. 1, 1990	PATRICIA J FONTECCHIO
CD-15	LOS ANGTLES COUNTY
	My comm. expires OCI 1, 1990
	• • • • • • • • • • • • • • • • • • •
STATE OF CALIFORNIA	(Acknowledgement)
39.	(Ackinowicogenicity
County of <u>Los Angeles</u>	
On this 20th day of November	in the year 19 86 , before me, the undersigned
Onivers Management	d State, residing therein, duly commissioned and sworn, personally
appearedCarrey Marconnett	
parennally known to me for proved to me on t	he basis of satisfactory evidence) to be the person(s):
X/XX INDIVIDUAL)	Whose name is subscribed to this instrument, and acknowledged that he charactery executed it.
(C CORPORATION)	Who executed the within instrument as president and
	secretary, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within
_ /)	instrument pursuant to its articles and by-laws and a resolution of its Board of Directors.
(PARTNERSHIP)	Thatexecuted the within instrument on behalf of the part-
must be will be the second	nership, and acknowledged to me that the partnership executed it. ny hand and affixed my official seal, in and for said County and State.
IN WITNESS WHEREOF, I have hereunto set in the day and year 1/51 shove whitely	ny hano ano anixeo my omeiai seai, in ano ior saio coumy ano siate,
The still sound	OFFICIAL SEAL
Notary Public in and for said County and State	RODERT SCHROEDER
My commission expires:	HOTARY PUBLIC - CALIFORNIA
CD-15	
	LGS ANGELES COUNTY My comm. expires JUL 1, 1988

THIS LEASE IS MADE THIS 1ST DAY OF JANUARY 2008 BETWEEN STEVEN P. O'NEIL AND LANA M. WEBSTER, AS LESSORS, AND MARITORENA FARMS, CONSISTING OF JOSE MARITORENA, MARIE MARITORENA AND JEAN PIERRE MARITORENA, AS LESSEE.

LESSORS DO HEREBY LEASE TO LESSEE, AND LESSEE HEREBY HIRES FROM LESSORS THAT CERTAIN LOT OF LAN D AND ITS APPURTENANCES, **DESCRIBED AS:**

EAST 40.45 ac. OF LOT IN THE NORTHEAST QUARTER OF SECTION 6,T8N, R14W, IN LOS ANGELES COUNTY, STATE OF CALIFORNIA

FOR THE TERM OF FIVE (5 years) COMMENCING ON THE FIRST DAY OF JANUARY 2008 AND ENDING ON THE LAST DAY OF DECEMBER 2012 AT THE TOTAL RENT OR SUM OF \$1,000.00 PER YEAR.

LESSEE AGREE TO PROTECT AND SAVE HARMLESS LESSORS FROM ANY AND ALL LIABILITY BY REASON OF DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OCCURING UPON SAID PREMISES DURING LESSEES TENANCY.

NOTICE TO BE GIVEN TO LESSEE BY LESSOR IF THE LAND IS BEING SOLD OR HAS INTENTION OF SELLING IN ORDER TO DISCUSS THE NEEDED TIME TO HARVEST THE CROP THAT IS BEING GROWN IN THE YEAR.

Steven P. O'Neil (Lessor) 27106 Island View Ct Santa Clarita, Ca 91355

Lana M. Webster (lessor) 11363 Buckskin Avenue Montclair Ca 91763

MARITORENA FARMS - Lessee

Jose Maritorena, a gen partner 300 E. Panama Rd Bakersfield, Ca 93307

661 833-0329

did not returned leave beethe Jon your information Webster are Steven Digned & Lava Webster are Inother & sister

8678



STOCKDALE OFFICE WELLS FARGO BANK 5401 CALIFORNIA AVE. BAKERSFIELD, CA 93309 16-24/1220

,			DOLLARS
PAY One thousand and no 1000 -	DATE	CHECK NO.	CHECK
TO THE ORDER OF Lana M. Webster & Steven P. 6' Neil	1/4/11	8678	1000 00
Lana M. Welester & Section 1			
2011 lease	nario Ma	ritoreno	MP MP

™OOBE78™ %%22000247%O%60 %02729™

APN 3258-001-024 40ac



STOCKOALE OFFICE WELLS FARGO BANK 5401 CALIFORNIA AVE-BAKERSFIELD, CA 93309

16-24/1220

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TO THE ORDER OF		DATE	CHECK NO.	CHECK AMOUNT
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2012 lease				
	Marce	-Ma	ritoreia	MP
10093431 18422000247180	160 1027290			

40ac

APN 3258-001-024
verbal annually

THIS LEASE is made this 1st day of January 2003 between Steven P. O'Neil and Lana M. Webster; as LESSORS, and MARITORENA FARMS, consisting of Jose Maritorena, Marie Maritorena and Jean Pierre Maritorena, AS LESSEE.' LESSORS do hereby lease to LESSEE, and LESSEE hereby hires from LESSORS that certain lot of land and its appurtenances, described as:

East 40.45 ac. of Lot in the Northeast quarter of Section 6, T8N, R14W, in Los Angeles County, State of California APN 3258-001-024

for the term of five (5years) commencing on the first day of January 2003 and ending on the last day of December 2007 at the total rent or sum of \$875.00 per year.

LESSEE agree to protect and save harmless LESSORS from any and all liability by reason of damege or injury to any person or property occuring upon said premises during LESSEES tenancy. Notice to be given to LESSEE by LESSOR if the land is being sold or has intention of selling in order to discuss the needed time to harvest the crop that is being grown in that year.

Steven'P. O'Neil (Lessor) 29260 Gary Drive

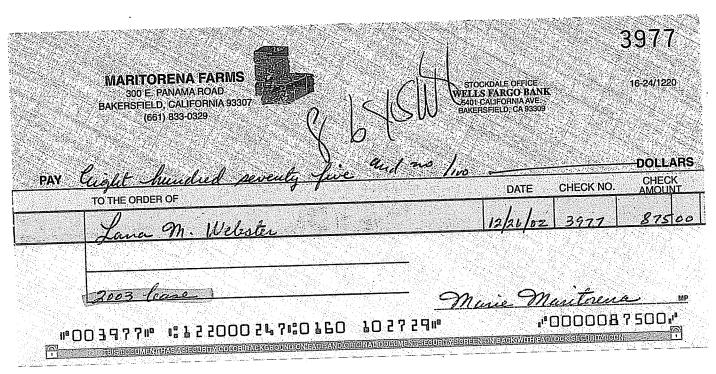
Canyon Country, Ca 91351

Lana M. Webster (Lessor) 11363 Buckskin Avenue Montclair, Ca 91763

MARITORENA FARMS - Lessee Jose Maritorena, a gen partner 300 E. Panama Rd Bakersfield, Ca 93307-6261 661 833-0329

Pd 2003 Tiles attached

2007 increased to 1,000



APN 3258 - 001-024

MARITORENA FARMS
300. E. PANAMA HOAD
BAKERSHIELD, CALIFORNIA 93307
(661) 833-0329

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STOCKDALE OFFICE
WELLS FARGO BANK
BAOT GALIFORNIA AVE
BAKERSRIELD, GA 95309

16-24/1220

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TO THE ORDER OF.

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APN 3258 - 001-024

THIS LEASE is made this 1st day of January 1998 between Steven P. O'Neil and Lana M. Webster, as LESSORS, and MARITORENA FARMS, consisting of Jose Maritorena, Marie MaRITORENA and Jean Pierre Maritorena, As lessee. LESSORS do hereby lease to LESSEE, and LESSEE hereby hires from LESSORS that certain lot of land and its appurtenances, described as:

East 40.45 ac. of Lot in the Northeast quarter of Section 6, T8N, R14W, in Los Angeles County, State of California APN 3258-001-024

for the term of five (5) years, commencing on the first day of January 1998 and ending on the last day of December 2002 at the total rent or sum of \$875.00 per year.

LESSEE agree to protect and save harmless LESSORS from any and all liability by reason of damage or injury to any person or property occuring upon said premises during LESSEES tenancy. Notice to be given to LESSEE by LESSOR if the land is being sold or has intention of selling in order to discuss the needed time to harvest the crop that is being grown for that year.

Steven P. O'Neil (lessor) 29260 Gary Drive Canyon Country, Ca 91351

661 589-5035 818 930-1200

Mantorena MARITORENA FARMS - lessee Jose Maritorena, a gen partner 300 E. Panama Rd Bakersfield, Ca 93307

Pd 1998 875,00 fel 1999 875.00 7chs attached 2000

Webster (Lessor)

11363 Buckskin Avenue

for your information

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1 Steven O'Meil 9 Rane Webster

STOCKDALE OFFICE WELLS: FARGO BANK 5401 (CALIFORNIA AVE. BAKERSFIELD, CA 93309)

16-24/1220

MARITORENA FARMS
300 E PANAMA-ROAD
BAKERSFIELD. CALIFORNIA 93307
(805) 833-0329

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APN 3258-001-024

MARITORENA FARMS
300 E. PANAMA ROAD
(BAKERSFIELD, CALIFORNIA 93307
(661) 833-6329

STOCKDALE OFFICE WELLS FARGO BANK 5401 CALLEORNIA AVE. BAKERSFIELD, CA 93309

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APN 3258-001-024

MARITORENA FARMS
300 E: PANAMA ROAD
BAKERSFIELD, CALIFORNIA 93307
(661) 838-0329

STOCKDALE OFFICE WELLS FARGO BANK 5401 CALIFORNIA AVE BAKERSFIELD, CA 93309 16-24/1220

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APN 3258-001-024

THIS LEASE IS MADE THE FIRST DAY OF JANUARY 2008 BETWEEN DON BURDICK AND GERI BURDICK HEREIN REFERRED TO AS LESSORS AND MARITORENA FARMS, CONSISTING OF JOSE MARITORENA, MARIE MARITORENA AND JEAN PIERRE MARITORNA, AS LESSEE.

LESSORS DO HEREBY LEASE TO LESSEES, AND LESSEES HEREBY HIRES FROM LESSORS THAT CERTAIN LOT OF LAND AND ITS APPURTENANCES, DESCRIBED AS:

West 40.32 ac. Of Lot 2, in the NE $\frac{1}{4}$ of Section 6, T8N, R14W, in the County of Los Angeles, State of Californ ia $\beta \rho N = 3258 - 001 - 023$

FOR THE TERM OF FIVE (5 years), COMMENCING ON THE FIRST DAY OF JANUARY 2008 AND ENDING ON THE LAST DAY OF DECEMBER 2012 AT THE TOTAL RENT OR SUM OF \$1,000.00 PER YEAR.

LESSEES AGREE TO PROTECT AND SAVE HARMLESS LESSORS FROM ANY AND ALL LIABILITY BY REASON OF DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OCCURING UPON SAID PREMISES DURING LESSEES TENANCY.

NOTICE TO BE GIVEN TO LESSEE BY LESSOR IF THE LAND IS BEING SOLD OR HAS INTENTION OF SELLING IN ORDER TO DISCUSS THE NEEDED TIME TO HARVEST THE CROP THAT IS BEING GROWN IN THAT YEAR.

Don Burdick – Lessor

13030 Detroit Ct

Chino, Ca 91710

1-8-03 mailed

Geri Burdick – Lessor

13030 Detroit Ct

Chino, Ca 91710

MARITORENA FARMS - Lessee

Jose Maritorena, a gen partner

300 E. Panama Rd

Bakersfield, Ca 93307-6261

661 833-0329

2008 Pd 2009 Pd

2010 Pd

2011 Pd

7 chs attached

8677

MARITORENA FARMS 300 E. PANAMA ROAD BAKERSFIELD, CALIFORNIA 93307 (661) 833-0329



STOCKDALE OFFICE
WELLS FARGO BANK
5401 CALIFORNIA AVE.
BAKERSFIELD, CA 93309

16-24/1220

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MARITORENA FARMS 300 E PANAMA ROAD BAKERSFIELD GALIFORNIA 93307 (661) 833-0329



STOCKDALE OFFICE
WELLS FARGO BANK
5401 CALIFORNIA AVE.
BAKERSHELD, CA 93309

16-24/1220

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TO THE ORDER OF

DATE

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Marie Mantorera

THIS LEASE is made the first day of January 2003 between

Don Burdick and Geri Burdick herein referred to as LESSORS

and MARITORENA FARMS, consisting of Jose Maritorena, Marie

Maritorena and Jean Pierre Maritorena, as LESSEE.

LESSORS do hereby lease to LESSEES, and LESSEES HEREBY hires from LESSORS that certain lot of land and its appurtenances, described as:

West 40.32 ac. of Lot 2, in the NE $\frac{1}{4}$ of Section 6 T8N, R14W, in the County of Los Angeles, State of California $A\rho N = 3258 - 001 - 0.23$

for the term of five (5) years, commencing on the first day of January 2003 and ending on the last day of December 2007 at the total rent or sum of \$875.00 per year.

LESSEES agree to protect and save harmless LESSORS from any and all liability by reason of damage or injury to any person or property occuring upon said premises during LESSEES tenancy. Notice to be given to LESSEE by LESSOR if the land is being sold or has intention of selling in order to discuss the needed time to harvest the crop that is being grown in that year.

Don Burdick - Lessor 13030 Detroit Ct

Chino, Ca 91710

Geri Burdick - Lessor 13030 Detroit Ct Chino, CA 91710

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MXRITORENA farms - Lessee Jose Maritorena, a gen partner 300 E. Panama Rd Bakersfield, Ca 93307-6261 661 833-0329 Pd 2003 Pd 2004 Pd 2005 Pd 2006

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STOCKDALE OFFICE WELLS FARGO BANK 5401 CALIFORNIA AVE. BAKERSFIELD, CA 93309

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STOCKDALE OFFICE WELLS FARGO BANK 5401 CALIFORNIA AVE. BAKERSFIELD, CA 93309

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THIS LEASE is made the first day of January 1998 between Don Burdick and Geri Burdick herein referred to as LESSORS And MARITORENA FARMS, consisting of Jose Maritorena, Marie Maritorena and Jean Pierre Maritorena, as LESSEE. LESSORS do hereby lease to LESSEES, and LESSEES hereby hires from LESSORS that certain lot of land and its appurtenances, described as:

> West 40.32 ac. of Lot 2, in the NE4 of Section 6, T8N, R14W, in the County of Los Angeles, State of APN 3258-001-023 California

for the term of five (5) years, commencing on the first day of January 1998 and ending on the last day of December 2002 at the total rent or sum of \$875.00 per year.

LESSEES agree to protect and save harmless LESSORS from any and all liability by reason of damage or injury to any person or property occuring upon said premises during LESSEES tenancy.

Notice to be given to LESSEE by LESSOR if the land is being sold or has intention of selling in order to discuss the needed time to harvest the crop that is being grown for that year.

Lessor Don Burdick 40843 Caballero DR.

Cherry VAlley, Ca 92223

All new address in churs, Ca

Geri Burdick Lessor 40843 Caballero DR.

Cherry Valley, Ca 92223

MARITORENA FARMS - Lessee Jose Maritorena, a gen partner 300 E. Panama Rd Bakersfield, Ca 93307

Pel 875.00 > Cho of 2000, 01, 02 attached 1998 875.00 1999 2000 2001 2002

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STOCKDALE OFFICE WEEES EARGO BANK 5401 CALIFORNIA AVE BAKERSFIELD, CA 93309

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MARITORENA FARMS
300,E PANAMA-ROAD
BAKERSFIELD, CALIFORNIA 93307
(805) 833-0329

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THIS LEASE is made on the first day of January 2000 between Alvaro Espinosa and Evangelina Espinosa hérein referred to as LESSORS and MARITORENA FARMS, consisting of Jose Maritorena, Marie Maritorena and Jean Pierre Maritorena, as LESSEE.

LESSORS do hereby lease to LESSEES, and LESSEES hereby hires from LESSORS that certain lot of land and its appurtenances, described as:

The South of the Southeast of Fractional Section 31, T9N, R14W, SBB&M, in the County of Kern, State of California.

for the term of one (1 year) commencing on the first day of January 2000 and ending on the last day of December 2000 at the total rent or sum of \$875.00 per year and to be renewed every year.

LESSEES agree to protect and save harmless LESSORS from any and all liability by reason of damage or injury to any person or property occuring upon said premises during LESSEES tenancy. Notice to be given to LESSEE by LESSOR if the land is being sold or has intention of selling as the crop to be planted will be alfalfa. LESSOR agrees to give the necessary time to LESSOR TO finish the crop season at which time after that it can be terminated.

Alvaro Espinosa - Lessor 2619 Griffin Ave. Los Angeles, Ca 90031

Evängelina Espinosa - Lessor 2619 Griffin Ave. Los Angeles, Ca 90031

DATED:	
--------	--

Maritorena Farms -Lessee
Jose Maritorena, a gen partner
300 E. Panama Rd
Bakersfield, Ca 93307 661 833-0329

Jose Maritorena 300 East Panama Road Bakersfield, California 93307 (805) 833-0329

January 15, 2000

Mr. & Mrs. Alvaro Espinosa 2619 Griffin Ave. Los Angeles, Calif. 90031

Dear Mr. & Mrs. Espinosa:

Enclosed please find the lease for 2000 and check in the amount of \$875.00.

If this meets with your approval, please acknowledge it by signing the original copy of the lease and return it in the stamped self-addressed envelope which is enclosed for your convenience.

Sincerely yours,

Jose Maritorena

JM/mm encls. PAN Casel handed several for 2 of the Original State of the Origin

LAND LEASE

THIS LEASE is made on the first day of January 2001 between . ALVARO ESPINOSA AND EVANGELINA ESPINOSA herein referred to as LESSORS and MARITORENA FARMS, consisting of Jose Maritorena, Marie Maritorena and Jean Pierre Maritorena, as LESSEE. LESSORS do hereby lease to LESSEES, and LESSEES hereby hires from LESSORS that certain lot of land and its appurtenances, described as follows:

The South 2 of the Southeast 2 of Fractional Section 31, T9N, R14W, SBB&M, in the County of Kern, State of California.

for the term of one (1 year) commencing on the first day of January 2001 and ending on the last day of December 2001 at the total rent or sum of &875.00 per year and to be renewed every year.

LESSEES agree to protect and save harmless LESSORS from any and all liability by reason of damage or injury to any person or 'property occuring upon said premises during LESSEES tenancy. Notice to be given to LESSEE by LESSOR if the land is being sold or has intention of selling as the crop to be planted will be alfalfa. LESSOR agrees to give the necessary time to LESSOR to finish the crop season at which time after that it can be terminated.

Alvaro Espinosa - Lessor 2619 Griffin Ave. los Angeles, Ca 90031

Evengelina Espinosa - Lessor did mot sugrid beared attached but cashed 2619 Griffin Ave. Los Angeles, Ca 90031

DATED:

Maritorena Farms - Lessee Jose Maritorena, a gen partner 300 E. Panama Rd Bakersfield, Ca 93307 661 833-0329

Jose Maritorena 300 East Panama Road Bakersfield, California 93307 (85) 833-0329

January 1, 2001

Mr & Mrs. Alvaro Espinosa 2619 Griffin Ave. Los Angeles, Calif. 90031

Dear Mr. & Mrs. Espinosa:

Enclosed please find the lease for 2001 and check in the amount of \$875.00.

If this meets with your approval, please acknowledge it by signing and dating the original copy of the lease and return it in the stamped self-addressed envelope which is enclosed for your convenience.

Sincerely yours,

Jose Maritorena

JM/mm encls.

MARITORENA FARMS 300 E PANAMA ROAD (BAKERSFIELD, CALIFORNIA 93307 (661) 833-0329

STOCKTOLE OFFICE WELLS FARGO BANK SADI CALIFORNIA AVE BAKEISFIELD, CA 93309

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THIS LEASE is made on the first day of January 1, 2002 between ALVARO ESPINOSA AND EVANGELINA ESPINOSA herein referred to as LESSORS and MARITORENA FARMS, consisting of Jose Maritorena, Marie Maritorena and Jean Pierre Maritorena, as LESSEE.

LESSORS do hereby lease to LESSEES, and LESSEES hereby hires from Lessors that certain lot of land and its appurtenances, described as follows:

The South ½ of the Southeast ¼ of Fractional Section 31, T9N, R14W, SBB&M, in the County of Kern, State of California.

for the term of one (1 year) commencing on the first day of January 1, 2002 and ending on the last day of December 2002 at the total rent or sum of \$900.00 per year and to be renewed every year.

LESSEES agree to protect and save harmless LESSORS from any and all liability by reason of damage or injury to any person or property occuring upon said premises during LESSEES tenancy. Notice to be given to LESSEE by LESSOR if the land is being sold or has intention of selling as the crop planted is alfalfa. LESSOR agrees to give the necessary time to LESSOR to finish the crop season at which time after that it can be terminated.

Alvaro Espinosa - Lessor 2619 Griffin Ave. Los Angeles, Ca 90031 Evangelina Espinosa - Lessor 2619 Griffin Ave. Los Angeles, Ca 90031

DATED: 1- 7- 2002

Maritorena Farms - Lessee
Jose Maritorena, A gen partner
300 E. Panama Rd
Bakersfield, Ca 93307 661 833-0329

Jose Maritorena 300 East Panama Road Bakersfield, California 93307 (395) 833-0329

January 1, 2002

Mr & Mrs. Alvaro Espinosa 2619 Griffin Ave. Los Angeles, Calif. 90031

Dear Mr. & Mrs. Espinosa:

Enclosed please find the lease for 2002 and check in the amount of \$900.00.

If this meets with your approval, please acknowledge it by signing and dating the original copy of the lease and return it in the stamped self-addressed envelope which is enclosed for your convenience.

Sincerely yours,

Jose Maritorena JM/mm encls.



STOCKDALE OFFICE WELLS FARGO BANK 5401 CALIFORNIA AVE. BAKERSFIELD, CA 93309

Y <u>Aine hundred</u> Ged no /100. TO THE ORDER OF	DATE	CHECK NO.	CHECK AMOUNT
Alvaro Espinosa	1/1/02	3435	9000
lease 2002	- - Marie	⊃no `+	

LAND LEASE

APN 359-041-30-00-1

THIS LEASE is made on the first day of January 2003 between ALVARO ESPINOSA AND EVANGELINA ESPINOSA herein referred to as LESSORS and MARITORENA FARMS, consisting of Jose Maritorena, Marie Maritorena and Jean Pierre Maritorena, as LESSEE.

LESSORS Do hereby lease to LESSEES, and LESSEES hereby hires from LESSORS that certain lot of land and its appurtenances, described as follows:

The South ½ of the Southeast ¼ of fractional Section 31, T9N., R14W, SBB&M, in the County of Kern, State of California

for the term of one (1) year commencing on the first day of January 2003 and ending on the last day of December 2003 at the total rent or sum of \$900.00 per year and to be renewed every year.

LESSEES agree to protect and save harmless LESSORS from any and all liability by reason of damage or injury to any person or property occuring upon said premises during LESSEES tenancy. Notice to be given to LESSEE by LESSOR if the land is being sold or has intention of selling as the crop planted is alfalfa. LESSOR AGREES to give necessary time to LESSOR to finish the crop season at which time after that it can be terminated.

Alvaro Espinosa - Lessor 2619 Griffin Ave. Los Angeles, Ca 90031 Evangelina Espinosa - Lessor 2619 Griffin Ave. Los Angeles, CA 90031

DATED:

Maritorena Farms, Lessee Jose Maritorena, a gen partner 300 E. Panama Rd Bakersfield, Ca 93307-6261

661 833-0329

diel mot sign attached

Jose Maritorena 300 East Panama Road Bakersfield, California 93307 (25) 833-0329

December 31, 2002

Mr & Mrs. ALvaro Espinosa 2619 Griffin Ave. Los Angeles, Calif. 90031

Dear Mr. & Mrs. Espinosa:

Enclosed please find the lease for 2003 and check in the amount of \$900.00.

If this meets with your approval, please acknowledge it by signing and dating the original copy of the lease and return it in the stamped self-addressed envelope which is enclosed for your convenience.

Sincerely yours,

Jose Maritorena JM/mm encls.



STOCKDALE OFFICE WELLS FARGO BANK 5401 CALIFORNIA AVE BAKERSFIELD; CA 93309

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LAND LEASE

LAND LEASE

This lease is made on the first day of January 2004 between Alvaro Espinoza and Evangelina Espinoza herein referred to as Lessors and Maritorena Farms, consisting of Jose Maritorena, Marie Maritorena and Jean Pierre Maritorena, as Lessee.

Lessors do hereby leae to Lessees, and Lessees hereby hires from Lessors that certain Lot of land and its appurtenances, described a follows:

The South half of the Southeast ¼ of fractional section 31, T9N, RI4W, SBB&M, In the County of Kern, State of California APN = 359 - 041 - 30 - 00 - 1

For the term of one (1) year commencing on the first day of January 2004 and ending on the the last day of December 2004 at the total rent or sum of \$900.00 per year and to be renewed every year.

Lessees agree to protect and save harmless Lessors from any and all liability by reason of Damage or injury to any person or property occurring upon said premises duringLessees tenancy.

Notice to be given to Lessee By Lessor if the land is being sold or has intention of selling as the crop planted is alfalfa.

Lessor agrees to give necessary time to Lessee to finish the crop season at which time after that it can be terminated.

Alvaro Espinoza – Lessor 2619 Griffin Ave. Los Angeles, Ca 90031

Evengelina Espinoza – Lessor 2619 Griffin Ave. Los Angeles, Ca 90031

did not sign letter attached but cashed but cashed

DATED:

Maritorena Farms, Lessee Jose Maritorena, a gen partner 300 E. Panama Rd Bakersfield, Ca 93307-6261

661 833-0329

Jose Maritorena 300 East Panama Road Bakersfield, CA 93307 (661) 833-0329

January 1, 2004

Mr & Mrs. Alvaro Espinoza 2619 Griffin Ave. Los Angeles, Calif. 90031

Dear Mr & Mrs. Espinoza

Enclosed please find the lease for 2004 and a check in the amount of \$900.00.

If this meets with your approval, please acknowledge it by signing and Dating the original copy of the lease and return it in the stamped self-addressed Envelope which is enclosed for your convenience.

Sincerely yours,

Jose Maritorena JM/mm Encls.



STOCKDALE OFFICE WELLS FARGO BANK 5401 CALIFORNIA AVE BAKERSFIELD, CA 93309

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THIS LEASE AGREEMENT ("Lease") made this 22th day of February, 2011, by and between WDS CALIFORNIA II, LLC ("Landlord"), and MARITORENA PARMS, a General Pertnership consisting of general parmers Jose Maritorena, Marie Maritorena and Jean Pierre Maritorena ("Tenant") with reference to the following facts:

RECITALS

- WHEREAS, Landlord is the owner of approximately 40 acres, more or less, of real property described as the south 1/2of the southeast 1/2 of fractional Section 31, T9N, R14W, SBB&M in the County of Kern, State of California, alta APN 359-041-030, alta 150th Street West & Avenue A, Rosamond, CA 93560 ("Property").
 - B. WHEREAS, Tenant is in the business of farming certain crops.
- 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 berein.

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 10114 2012 attached parties hereto agree as follows:

AGREEMENT

- Leased Premises. Landlord hereby leases to Tenant and Tenant leases from landlord, the Property pursuant to the terms and conditions set forth herein.
- Term. Subject to the terms and conditions contained herein, the term of this Lease shall commence on January 1, 2011 and shall continue until midnight on December 31, 2011.
- Rent. In consideration for Landlord entering into this Lease, Tenant agrees to pay Landlord rent for the one (1) year term of this Lease in a total amount of Three Thousand Dollars (\$3,000.00) ("Rent") payable concurrent with the Tenant executing this Lease.
- 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, barvest 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.
- Wells and Water-Usage. There is/are water well(s) ("Well(s)") on the Property. Except as otherwise provided herein Tenant agrees to take possession of the Well(s) in its/their current as-is condition.
- Operating and Maintenance Costs. Tenant shall be responsible for all operating costs in connection with Tenant's use of the Property and the Wells. Tenant shall keep and maintain the Property and any improvements thereon, including the Well(s), in good order and repair and in the same condition as when received, except for reasonable wear and tear.

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.

LANDLORD:

WDS CALIFORNIA II, LLC

Name:

Title: Manager

TENANT:

MARITORENA FARMS A General Partnership

Jose Maritorena General Partner

Marie Maritorena

General Partner

Jean Pierre Maritorena General Partner

4-25-11.

8870

STOCKDALE OFFICE
WELLS FARGO BANK
5401 CALIFORNIA AVE.
BAKERSFIELD, CA 93309

16-24/1220

MARITORENA FARMS
300 E. PANAMA ROAD
BAKERSFIELD, CALIFORNIA 93307
(661) 833-0329

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DOIT lease (40ac) Marie Maritorena MP

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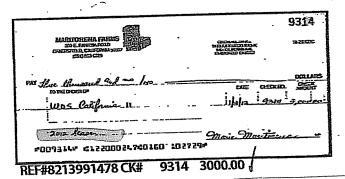
February 18, 2012 - March 19, 2012

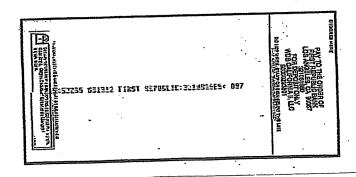
Page 1 of 13

Online banking customers can view and print check images that have cleared since their last statement.



Check Images





APN 359-041-030

40ac

Copy of lease

ANTELOPE VALLEY RANCH LEASE AGREEMENT

THIS LEASE is made as of the first day of January 2001, by and between Soaring Vista Properties, Inc., a Maryland Corporation, hereinafter referred to as "Landlord", and Maritorena Farms, hereinafter collectively referred to as "Tenant".

WITNESSETH:

That for and in consideration of the mutual covenants hereinafter set out, the parties hereto agree as follows:

- 1. Landlord hereby leases to Tenant cropland consisting of 530 acres more or less and described as Township 8 North, Range 14 West, Section 5 SBBM Los Angeles County between Avenue A, Avenue B, 140th Street West, and 150 Street West with the exception of property to be used for the development and operation of Antelope Valley Composting, and further depicted as EXHIBIT A attached hereto. Use of property will be for the purpose of Alfalfa, Sudan grass, or Small Grain hay production and those accessory uses for agricultural production as referenced in this document. If the area set aside for the compost facility is not developed the cropland area consists of 624 acres.

 APN 3258-001-30 + 3258-001-31
- 2. Tenant shall have use of the property in accordance with this agreement from the commencement date until December 31, 2005, subject to Landlord's right terminate this lease on one hundred eighty (180)) days written notice prior to any January 1. Tenant shall make a good faith effort to remove all Tenant's property from the premises, however, the parties may agree to an extension of time, provided that the Tenant gives notice of his need for same 45 days or more before the end of the 180 days notice, agrees to pay prorated rent for any such extension, and Landlord has given his written approval prior to the end of the 180 days notice. This agreement may be extended for an additional five (5) year term by agreement of both parties.
- 3. Notwithstanding anything contained in this lease, this lease is subject to Landlord's right to sell the property and terminate the lease on 45 days written notice, at any time. Should Landlord decide to sell the property, Landlord will obtain an appraisal showing fair market value of the property and offer to sell the property first to Tenant for fair market value and on such additional terms as Landlord shall require. Landlord shall make the appraisal available to Tenant along with the offer to sell. Tenant shall have 30 days to consider such offer. Should Tenant refuse to purchase the property as offered, or if 30 days shall have passed since such offer, Landlord shall then be free to offer the property for sale to another on terms which are no more favorable than those offered to Tenant.

4. Once Landlord has entered into a contract for the sale of the property, Landlord may give Tenant the 60 days notice of termination of the Lease. Tenant must vacate the premises within such 60-day period. Tenant shall receive a refund of the rent based on the remaining months of the year.

5. RENT

- a) The rental fee will be \$45,000.00 per year plus all utilities and electric stand-by fees. Payment terms will be \$45,000.00 due January 1st for that lease year.
- b) Rent shall be renegotiated in good faith by both parties should water rates increase beyond the historical average of \$70 per acre foot and the Tenant decide not to farm the entire land.
- 6. Tenant may use the property for the production of Alfalfa, Sudan grass, and Small grain hay only. However, sheep may be grazed on the land provided fencing is erected at Tenant's expense and maintained by the Tenant. It is further agreed that the Tenant may place a temporary trailer on the site for the purpose of security of the property and operation the irrigation system provided placement of such trailer is not in violation of any State, Federal, or Local ordinances.
- 7. Landlord reserves the right to itself, its agents, employees, or assigns to enter the property at any time, but first to advise Tenant of their purpose of (a) consultation with Tenant; (b) application of biosolids and compost to the site; (c) making repairs, inspections, and improvements; and (d) to obtain water from the irrigation system for the application of biosolids and compost.
- 8. Landlord maintains the right to land apply biosolids and compost on the leased premises at any time, but will use reasonable efforts to limit said applications to once per year, and will use reasonable efforts to minimize disturbance to any crop. Landlord will coordinate biosolids and compost applications with Tenant. In the event that crop damage occurs as a result of untimely biosolids or compost application, Landlord agrees to compensate Tenant for crop loss and re-establishment if required.
- 9. In any event, Tenant shall plan a crop rotation that allows Landlord to apply approximately 20,000 tons of biosolids annually to the property. Adjustment to crop rotation to accommodate biosolids application shall not be reimbursed by Landlord unless untimely application occurs. Tenant and Landlord shall coordinate cropping/harvesting schedule annually (on the anniversary date of the lease or at such other mutually agreeable times) so to schedule application windows to accommodate maximum agronomic application rates to the land.

- 10. Tenant shall be responsible for 100% of preventive maintenance and repair/replacement costs associated with all irrigation equipment to a depth of six feet below the land surface. At the onset of the first irrigation, Landlord shall maintain the system to good working condition. Tenant shall maintain the system in good condition at all times thereafter. The irrigation water agreement with Antelope Valley East Kern Water Agency will be maintained by Landlord and Tenant will be billed on a monthly basis. Tenant may have utilities billed directly to Tenant with written approval of the Landlord. Landlord and Tenant shall share all costs associated with the portion of the irrigation system below a depth of six feet (irrigation wells) on a 50/50 basis. Landlord must approve all reimburseable expenses in writing. At the end of the lease, all equipment, buildings and fencing shall be left in as good condition, less normal wear and tear as at the commencement of this lease. Tenant shall be responsible for the maintenance and upkeep of the surface runoff control border around fields. Tenant will maintain weed and refuse control within property boundaries at all times.
- 11. The term of this lease shall be binding upon heirs, executors, administrators and successors for both the Landlord and Tenant in like manner as upon the original parties.
- 12. Tenant shall not engage in any activity on, above, or under the premises which will result in any hazardous materials contamination to the leased premises. Tenant will not deposit waste on, or do damage to the property and will use care to prevent others from doing so. Tenant will immediately notify Landlord of any dumpings of waste on property, any damage to the property, or contamination of the property regardless of who may have been at a fault for such action. Tenant shall defend and hold harmless Landlord from all costs, claims, expenses and liabilities associated with such contamination of the property including all fines, evaluation and clean-up costs associated therewith.
- 13. Tenant agrees that Landlord shall in no way be responsible for the debts of, or the costs, claims and liabilities for accidents or damages caused by Tenant or his agents, guests or invites, in connection with the property or Tenant's operations during the terms of this agreement, and Tenant agrees to indemnify and hold harmless for all costs, claims, expenses and liabilities incurred by Landlord in connection therewith, including (without limitation) court costs and reasonable attorney's fees. Landlord agrees that Tenant shall in no way be responsible for the debts of, or the costs, claims and liabilities for accidents or damages caused by Landlord or his agents, guests or invites, in connection with Landlord's operations during the terms of this agreement, and Landlord agrees to indemnify and hold harmless for all costs, claims, expenses and liabilities incurred by Tenant in connection therewith, including (without limitation) court costs and reasonable attorney's fees.

- 14. The Tenant shall not sublease any of the land covered by this lease or assign his lease without express written consent of the Landlord.
- 15. Tenant shall maintain comprehensive/commercial general liability in the minimum amount of One Million Dollars and No Cents (\$1,000,000.00) and worker's compensation insurance as required by statute. By signing this agreement, Tenant certifies that he is aware of the provisions of Section 3700 et seq. of the California Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and that he will comply with such provisions throughout the scope of this agreement. Furthermore, Landlord shall be supplied with an original certificate of certification evidencing such insurance. In the event of an accident by Tenant that damages Landlord equipment, Tenant will reimburse Landlord for the deductible not covered by insurance.
- 16. In the instance of any disagreement, if after three months of dispute arbitration, Tenant and Landlord agree that they have irreconcilable differences, a one-year termination notice shall be given by either party. At the termination of this agreement Landlord shall reimburse Tenant's capital improvement and alfalfa stand establishment costs on a five-year amortization schedule.
- 17. No waver, alterations, or modifications of this lease or an agreement in connection therewith shall be valid unless in writing duly executed by both Landlord and Tenant. If at any time it shall be necessary during the term of this contract to serve any notice to either party to modify the agreement. If intended for Landlord shall be sent to the attention of Regional Vice President, Soaring Vista Properties, Inc., 10490 Dawson Canyon, Corona,CA 92883 with a copy to General Counsel, Synagro Technologies, Inc., 1800 Bering Drive, Suite 1000, Houston, Texas 77057 and if intended for Tenant shall be sent to Jose Maritorena, Maritorena Farms, 300 East Panama Road, Bakersfield, CA 93307, be certified or registered mail with return receipt requested.
- 18. This agreement shall be governed by the laws of the State of California and any dispute shall be heard in the County of Riverside, California.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this agreement on this day of day.
SOARING VISTA PROPERTIES, ANG. Landlord
Witness: Mark A. Rome WITNESS: Muscha Coscae
MARITORENA FARMS,
BY: <u>Sont Maketokena</u> José Maritoena Tenant
WITNESS: Marie Maritorena

EXHIBIT "D"			
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	DECLARATION

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