No. 40 v. Diamond Farming Co., Superior Court of California, County of Kern, Case

No. S-1500-CV-254-348;

Wm. Bolthouse Farms, Inc. v. City of Lancaster, Diamond Farming Co. v. City of

Lancaster, Diamond Farming Co. v. 25 Palmdale Water Dist., Superior Court of

California, County of Riverside, Case Nos. 26 RIC 353 840. RIC 344 436. RIC 344 668

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ANTHONY L. LEGGIO IN LIEU OF **DEPOSITION TESTIMONY FOR PHASE 4** 

TRIAL

#### **DECLARATION**

#### I, ANTHONY L. LEGGIO, declare:

1. I am <u>President</u> of <u>Bolthouse Properties</u>, <u>LLC</u>, a party to this action. In lieu of deposition testimony for the Phase 4 trial, I am providing this declaration. This declaration applies only to the categories I have filled in. The items left blank or crossed out do not apply to me. I have personal knowledge and/or information and belief of each fact herein and would testify competently thereto under oath.

#### **Property Ownership and Parcel Size**

2. <u>Bolthouse Properties, LLC</u> owns property that overlies the Antelope Valley Area of Adjudication as decided by this Court. The land is in <u>Los Angeles</u> County and is identified by the following APN/APNs:

#### REFER TO EXHIBIT "A"

[If additional room is needed, please identify the APN/APNs in Exhibit A.] A true and correct copy of Exhibit A is attached hereto and incorporated herein.

- 3. <u>Bolthouse Properties, LLC</u> claims groundwater rights only as to the properties listed in Paragraph 2 and Exhibit A.
- 4. For each APN/APNs identified above, the total acreage by parcel is as follows:

#### 19 REFER TO EXHIBIT "A"

[If additional room is needed, please identify the APN/APNs and parcel size in Exhibit A.] A

- 22 | true and correct copy of Exhibit A is attached hereto and incorporated herein.
  - 5. For each APN/APNs identified above <u>Bolthouse Properties</u>, <u>LLC</u> owned the property during the following time period:

#### 25 REFER TO EXHIBIT "B"

6. The following are all individuals/entities appearing on the title for the above identified APN/APNS from Jan 1, 2000 to the present:

1	REFER TO EXHIBIT "B"
2	
3	7. For each individual/entity identified in paragraph 6 that individual/entity appeared on the
4	title during the following time:
5	REFER TO EXHIBIT "B"
6	
7	<u>Leases</u>
8	8. <u>Wm. Bolthouse Farms, Inc.</u> (declarant or party affiliated with declarant) leases property
9	that Bolthouse Properties, LLC owns and that overlies the Antelope Valley Area of Adjudication
10	as decided by this court and identified by the following APNS:
11	REFER TO EXHIBIT "A"
12	
13	9. The total acreage by parcel is:
14	REFER TO EXHIBIT "A"
15	) <del></del>
16	10. The property is currently leased to:
ا 17	Wm. BOLTHOUSE FARMS, INC.
18	
19	11. The property was leased on the following dates:
20	APRIL 1, 2005 to PRESENT
21	
22	12. The lease provides that <u>Bolthouse Properties</u> , <u>LLC</u> retains groundwater rights from the
23	use of water on the leased property. Attached to this declaration is a true and correct copy of the
24	lease.
25	REFER TO EXHIBIT "C" FOR LEASE EXTRACTS
26	[If additional room is needed, please list APN/APNs, acreage by APN, Lessee by APN and dates
27	for each Lessee by APN for each parcel in Exhibit C.] A true and correct copy of Exhibit C is
28	attached hereto and incorporated herein.
	<b>- 2 -</b>

leases property from N/A which overlies the Antelope Valley Area of

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13.

N/A

on the properties referenced above. Exhibit G contains true and correct copies of the

properties referenced above for the years ... A true and correct copy of N/A is

LAW OFFICES OF BEST BEST & KRIEGER LLP 3750 UNIVERSITY AVENUE, SUITE 400 P.O. BOX 1028 RIVERSIDE, CALIFORNIA 92502 

37. used	acre feet of water on APN#	in 2001. The
water was used for the following		
	of acres of that crop. If not used for irrigation, de	scribe the use.
In lieu of answering this question	n, a crop map may be attached that shows the date	e, crop type,
irrigated acreage and parcels.]		
38used	acre feet of water on APN#	in 2002. The
water was used for the following	:	
	acre feet of water on APN#	in 2003. The
water was used for the following	:	
		<b>-</b> *
[State the crop type and number of	of acres of that crop. If not used for irrigation, de	scribe the use.
In lieu of answering this question	n, a crop map may be attached that shows the date	e, crop type,
irrigated acreage and parcels.]		
40used	acre feet of water on APN#	in 2004. The
water was used for the following	:	
		_•
[State the crop type and number of	of acres of that crop. If not used for irrigation, de	scribe the use.
In lieu of answering this question	n, a crop map may be attached that shows the date	e, crop type,
irrigated acreage and parcels.]		
41used	acre feet of water on APN#	in 2011. The
	: REFER TO EXHIBIT "P"	
	of acres of that crop. If not used for irrigation, de	
	n, a crop map may be attached that shows the date	
irrigated acreage and parcels.]		
	acre feet of water on APN#	in 2012. The
	: REFER TO EXHIBIT "P"	
	- 6 -	:

[State the crop type and number of acres of that crop. If not used for irrigation, describe the use.
In lieu of answering this question, a crop map may be attached that shows the date, crop type,
irrigated acreage and parcels.]
43. Other than what is declared hereinabove,did not produce or use water
within the Antelope Valley Area of Adjudication for 2000-2004, 2011, and 2012.
I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed this 29th day of May 2013, at Bakersfield, California.
ANTHONY L. LEGGIO

EXHIBIT "A"

- 8 -

711 110 0	aria ritoroago	
APN	RANCH	ACRES
3378-023-005	Bushnell	29.43
3382-022-057	Bushnell	79.10
3382-023-017	Bushnell	19.55
3382-023-018	Bushnell	19.55
3382-023-027	Bushnell	116.84
3382-023-033	Bushnell	39.09
3382-023-034	Bushnell	38.20
3384-001-004	Bushnell	37.81
	<b>Bushnell Total</b>	379.57
3150-015-003	Minn	77.29
3150-015-004	Minn	79.09
3150-015-006	Minn	155.08
3150-016-019	Minn	29.66
3150-016-020	Minn	29.66
3150-016-021	Minn	28.76
3150-016-023	Minn	29.32
3154-017-009	Minn	40.00
3384-003-008	Minn	76.57
3384-003-010	Minn	19.55
3384-003-011	Minn	18.66
3384-004-004	Minn	81.68
3384-008-001	Minn	30.68
3384-008-020	Minn	39.09
3384-015-013	Minn	70.91
3384-016-013	Minn	40.00
3384-016-014	Minn	39.09
3384-017-001	Minn	79.09
3384-017-002	Minn	77.29
3384-017-003	Minn	76.40
3384-018-001	Minn	272.16
3384-018-002	Minn	39.00
3384-018-003	Minn	1.00
3384-018-004	Minn	153.38
3384-020-001	Minn	40.57
	Minn Total	1,623.98
3376-022-004	Pardee	20.00
3376-022-005	Pardee	20.00
3376-022-006	Pardee	18.48

APN	RANCH	ACRES
3376-022-016	Pardee	36.74
3376-022-017	Pardee	19.27
3376-022-018	Pardee	17.17
3376-026-002	Pardee	7.64
3376-026-003	Pardee	9.33
3376-026-004	Pardee	9.34
3376-026-005	Pardee	9.35
3376-026-006	Pardee	9.35
3376-026-007	Pardee	9.36
3376-026-008	Pardee	9.37
3376-026-009	Pardee	7.97
3376-026-010	Pardee	8.82
3376-026-011	Pardee	8.92
3376-026-012	Pardee	8.90
3376-026-013	Pardee	8.63
3376-026-014	Pardee	8.54
3376-026-015	Pardee	8.80
3376-026-016	Pardee	8.82
3376-026-017	Pardee	8.72
3376-026-018	Pardee	8.73
3376-026-019	Pardee	8.83
3376-026-020	Pardee	8.82
3376-026-021	Pardee	8.55
3376-026-022	Pardee	8.68
3376-026-023	Pardee	8.95
3376-026-024	Pardee	8.96
3376-026-025	Pardee	8.86
3376-026-026	Pardee	8.05
3376-026-027	Pardee	9.45
3376-026-028	Pardee	9.45
3376-026-029	Pardee	8.26
3376-026-030	Pardee	8.25
3376-026-031	Pardee	9.43
3376-026-032	Pardee	9.42
3376-026-033	Pardee	7.72
3378-002-003	Pardee	35.69
3378-003-001	Pardee	156.38
3378-004-008	Pardee	79.09

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APN	RANCH	ACRES
3378-005-001	Pardee	155.19
3378-005-002	Pardee	78.49
3378-005-004	Pardee	79.11
3378-005-005	Pardee	79.11
3378-005-006	Pardee	76.08
3386-013-010	Pardee	40.00
3386-014-001	Pardee	78.48
	Pardee Total	1,271.55
3075-011-017	Retlaw	40.00
3075-014-001	Retlaw	156.97
3075-015-001	Retlaw	1.00
3075-015-002	Retlaw	74.50
3075-015-003	Retlaw	40.00
3075-015-004	Retlaw	40.00
3075-015-005	Retlaw	40.00
3075-015-006	Retlaw	78.48
3075-015-007	Retlaw	38.48
3075-016-001	Retlaw	153.50
3075-016-002	Retlaw	76.71
3075-016-003	Retlaw	61.03
3075-016-004	Retlaw	18.49
3075-017-010	Retlaw	0.01
3075-017-011	Retlaw	2.00
3075-019-001	Retlaw	79.09
3075-019-002	Retlaw	19.77
3075-019-005	Retlaw	19.54
3075-019-006	Retlaw	20.00
3079-014-017	Retlaw	75.21
3079-015-001	Retlaw	156.36
3080-005-001	Retlaw	80.00
3080-005-002	Retlaw	95.03
3080-005-003	Retlaw	40.00
3080-005-009	Retlaw	47.67
	<b>Retlaw Total</b>	1,453.84
3032-004-020	S&P Rowen	6.41
3032-004-021	S&P Rowen	686.95
3091-020-019	S&P Rowen	38.48
3091-020-020	S&P Rowen	37.60

APN	RANCH	ACRES
3091-021-018	S&P Rowen	635.15
3091-024-006	S&P Rowen	310.14
3091-024-007	S&P Rowen	304.31
	S&P Rowen Total	2,019.04
	<b>Grand Total</b>	6,747.98

EXHIBIT "R"

1	EXHIBIT "B"	
2	APN	Size in acres
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	DEC	CLARATION
,	<u>l</u>	,

## BOLTHOUSE PROPERTIES, LLC EXHIBIT B Amended 5/8/2013 Titleholder 2000 to Present

	7		Present	Present	Present	Present	Present	Present	Present					Present	Present	Present	Present	Present	Present	Present	Present																										
	FROM		Nov 2005	Jan 2005	Jan 2005	Sep 2007	May 2006	Jan 2008	Sep 2004					Dec 2001	Oct 2002	Aug 2003	Jan 2004	May 2005	Nov 2008	Apr 2007	Apr 2007																										
	TITLEHOLDER		‡ ISI	LRI	LRI **	LRI *	LRI :	LRI :	LRI **					LRI **	LRI **	LRI **	LRI ‡	LRI 🐾	LRI **	LRI **	LRI:																										
	ot	Drosont	Nov 2005			Sep 2007	May 2006	Jan 2008			Present	Present	Present					May 2005	Nov 2008	Apr 2007	Apr 2007	Present																									
	FROM	Mar 2005	Mar 2005			Mar 2005	Mar 2005	Mar 2005		:	Mar 2005	Mar 2005	Mar 2005					Mar 2005																													
	TITLEHOLDER	Bolthouse Properties	Bolthouse Properties, LLC	•		Bolthouse Properties, LLC	Bolthouse Properties, LLC	Bolthouse Properties, LLC		:	Bolthouse Properties, LLC	Bolthouse Properties, LLC	Bolthouse Properties, LLC					Bolthouse Properties, LLC	Balthouse Praperties, LLC	Bolthouse Properties, LLC	Bolthouse Properties, LLC																										
Titleholder 2000 to Present	<u></u>	Mar 2005	Mar 2005	Jan 2005	Jan 2005	Mar 2005	Mar 2005	Mar 2005	Sep 2004					Dec 2001	Oct 2002	Aug 2003	Jan 2004	Mar 2005										Mar 2005																			
tleholder 20	FROM	Sep 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004					May 2001	May 2001	May 2001	May 2001	Sep 2004	Sep 2004	Sep 2004	Sep 2004	May 2001	Jun 2001	Jun 2001	May 2001										Jun 2001	Sep 2002	Sep 2002	Sep 2002	Feb 2000	Feb 2000	Feb 2000	Nov 2000					
F	TITLEHOLDER	VM Bolthouse Farms, Inc.	VMM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.					www Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	www Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.										WM Bolthouse Farms, Inc.			160									
	10	Sep 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004	Jul 2004	1000	Mar 2005	Mar 2005	Mar 2005	May 2001	May 2001	May 2001	May 2001	Sep 2004	Sep 2004	Sep 2004	Sep 2004	May 2001	Jun 2001	Jun 2001	May 2001	Mar 2005	Jun 2001	Sep 2002	Sep 2002	Sep 2002	Feb 2000	Feb 2000	Feb 2000	Nov 2000	Mar 2005												
	FROM	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	0000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000	Jan 2000
	TITLEHOLDER	Estancia, N.V.	David P Bushnell Trust	David P Bushnell Trust	David P Bushnell Trust	David P Bushnell Trust	David P Bushnell Trust	David P Bushnell Trust	David P Bushnell Trust	T	vvivi Bottnouse rarms, Inc.	WW Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	Avol I rust	Avol Trust	Avol I rust	Avol Trust	Estancia, N.V.	Estancia, N.V.	Estancia, N.V.	Estancia, N.V.	Avol Nimerut	Claire Lade Living Trust	Claire Lade Living Trust	Avol Nimerut	WM Bolthouse Farms, Inc.	Claire Lade Living Trust	Juliana Ching	Juliana Ching	Juliana Ching	Piani Trust	Piani Trust	Piani Trust	Pablo Group	WM Bolthouse Farms, Inc.	VM Bolthouse Farms, Inc.											
	RANCH	Bushnell	Bushnell	Bushnell	Bushnell	Bushnell	Bushnell	Bushnell	Bushnell	197	THURST	Minn	Minn	uniw.	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Minn	Pardee											
	APN	3378-023-005	3382-022-057	3382-023-017	3382-023-018	3382-023-027	3382-023-033	3382-023-034	3384-001-004	000 0440	3130-013-003	3150-015-004	3150-015-006	3150-610-0618	3150-016-020	120-010-0616	3150-016-023	3154-017-009	3384-003-008	3384-003-010	3384-003-011	3384-004-004	3384-008-001	3384-008-020	3384-015-013	3384-016-013	3384-016-014	3384-017-001	3384-017-002	3384-017-003	3384-018-001	3384-018-002	3384-018-003	3384-018-004	3384-020-001	3376-022-004	3376-022-005	3376-022-006	3376-022-016	3376-022-017	3376-022-018	3376-026-002	3376-026-003	3376-026-004	3376-026-005	3376-026-006	3376-026-007

Exhibit B Amended 5/8/2013

## BOLTHOUSE PROPERTIES, LLC EXHIBIT B Amended 5/8/2013 Titleholder 2000 to Present

	TITLEHOLDER FROM TO																																															
	TO	Present																																														
	FROM	Mar 2005 Pr		Mar 2005 Pr			Mar 2005 Pr									_				-			Mar 2005 Pr				Mar 2005 Pi	Mar 2005 Pt	Jun 2010 Pi	Mar 2005 Pt	Mar 2005 Pr		Mar 2005 Pt	Mar 2005 Pr														
	TITLEHOLDER	Bolthouse Properties, LLC	Bolthouse Praperties, LLC	Bolthouse Properties, LLC	Bolthause Properties, LLC	Bolthouse Properties, LLC	Bolthause Properties, LLC	Bolthouse Properties, LLC																																								
to Present	TO																												Mar 2005	Mar 2005					;	Mar 2005		Mar 2005										
Titleholder 2000 to Present	FROM																													Nov 2000							May 2001				Dec 2002	Dec 2002		Dec 2002	Jan 2004		May 2002	May 2002
Ĕ	TITLEHOLDER																												WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.						WM Bolthouse Farms, Inc.	VVM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.	WM Bolthouse Farms, Inc.		WM Bolthouse Farms, Inc.				
	TO	Mar 2005	May 2001	Nov 2000	Mar 2005	Mar 2005	Mar 2005	Mar 2005	Jul 2006	May 2001	May 2001	Aug 2002	May 2002	Dec 2002	Dec 2002	Dec 2002	Jun 2010	Dec 2002	Jan 2004	Dec 2002	May 2002	May 2002																										
	FROM	Jan 2000 N	Jan 2000 N		Jan 2000 N	Jan 2000 N	_	_			Jan 2000 N	_	_						Jan 2000 N	_					_	_	_	_	_	_	_	_	_	_		_	Jan 2000 N		Jan 2000 N		Jan 2000 C	Jan 2000 E	Jan 2000	Jan 2000 C	Jan 2000	Jan 2000 D	Jan 2000 N	
	TITLEHOLDER	WM Bolthouse Farms, Inc.	VM Bolthouse Farms, Inc.	WM Boithouse Farms, Inc.	WM Bolthouse Farms, Inc.	Saito Revocable Trust	The Dack Trust	WM Bolthouse Farms, Inc.	Mashiyama Group	Avol Nimcrut	Avol Nimcrut	Samuel T Ajamian	Retlaw Enterprises, LLC	Hamf Holdings	Hamf Holdings	Hamf Holdings	Pearl E Amold Trust	Hamf Holdings	Camello Group	Hamf Holdings	Retlaw Enterprises, LLC	Retlaw Enterprises, LLC																										
	RANCH	Pardee	Retlaw																																													
	APN	3376-026-008	3376-026-009	3376-026-010	3376-026-011	3376-026-012	3376-026-013	3376-026-014	3376-026-015	3376-026-016	3376-026-017	3376-026-018	3376-026-019	3376-026-020	3376-026-021	3376-026-022	3376-026-023	3376-026-024	3376-026-025	3376-026-026	3376-026-027	3376-026-028	3376-026-029	3376-026-030	3376-026-031	3376-026-032	3376-026-033	3378-002-003	3378-003-001	3378-004-008	3378-005-001	3378-005-002	3378-005-004	3378-005-005	3378-005-006	3386-013-010	3386-014-001	3075-011-017	3075-014-001	3075-015-001	3075-015-002	3075-015-003	3075-015-004	3075-015-005	3075-015-006	3075-015-007	3075-016-001	3075-016-002

Exhibit B Amended 5/8/2013

## BOLTHOUSE PROPERTIES, LLC EXHIBIT B Amended 5/8/2013 Titleholder 2000 to Present

TITLE	TITLEHOLDER	FROM	0	TITLEHOLDER	FROM	01	TITLEHOLDER	FROM	10	TITLEHOLDER	FROM TO
Retlaw Ent	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Rollhouse Dropshar	Mar 2005	Drocont		
Retlaw Ent	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms Inc.	May 2002	Mar 2005	Rollhouse Droporties 110	Mar 2005	Process		
Retlaw En	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties 110	Mar 2005	Present		
Retlaw Er	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		
Retlaw El	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		
Retlaw E	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		
Retlaw E	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		
Retlaw E	Retlaw Enterprises, LLC	Jan 2000	May 2002	WM Bolthouse Farms, Inc.	May 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		
Estancia, N.V.	N <	Jan 2000	Sep 2004	WM Bolthouse Farms, Inc.	Sep 2004	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Jul 2006		
Estancia, N.V.	N.V.	Jan 2000	Sep 2004	WM Bolthouse Farms, Inc.	Sep 2004	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		
WM Bolt	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present		
WM Bol	WM Bolthouse Farms, Inc.	Jan 2000	Mar 2005				Bolthouse Properties, LLC	Mar 2005	Present		
Kenneth	Kenneth A Anderson	Jan 2000	Sep 2002	WM Bolthouse Farms, Inc.	Sep 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		
Kenneth	Kenneth A Anderson	Jan 2000	Sep 2002	WM Bolthouse Farms, Inc.	Sep 2002	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		
R.A.Ro	R.A Rowan & Co	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		
RA Ro	R.A Rowan & Co	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bofthouse Properties, LLC	Mar 2005	Present		
Lutz E Issleib	ssleib	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		
Lutz E Issleib	ssleib	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		
Lutz E Issleib	ssleib	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		
Lutz E Issleib	sleib	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		
Lutz E Issleib	sleib	Jan 2000	Feb 2000	WM Bolthouse Farms, Inc.	Feb 2000	Mar 2005	Bolthouse Properties, LLC	Mar 2005	Present		

\*\* Title to Water Well and water rights retained by Bolthouse Properties, LLC

DECLARATION

# WM. BOLTHOUSE FARMS, INC. 7200 E. BRUNDAGE LANE BAKERSFIELD, CA 93307 PHONE (661) 366-7205

#### MASTER FARM LEASE

LANDLORD: BOLTHOUSE PROPERTIES, LLC

TENANT: WM. BOLTHOUSE FARMS, INC.

This MASTER FARM LEASE (hereinafter the "Lease") is made on April 1, 2005, by and between BOLTHOUSE PROPERTIES, LLC, a California limited liability company (hereinafter "Landlord"), and WM. BOLTHOUSE FARMS, INC., a Michigan corporation, authorized to do business in the State of California (hereinafter "Tenant"), as described below. Landlord and Tenant are singularly referred to as a "Party" and collectively referred to as the "Parties."

- 1. <u>Description of the Premises</u>. Landlord leases to Tenant and Tenant hires from Landlord, on the terms and conditions herein, the property set forth in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter the "Premises").
- 2. <u>Term.</u> The initial term of this Lease is for a period of ten (10) years, commencing on April 1, 2005, and ending on March 31, 2015 (hereinafter the "Term"). Any extension of the Term as provided in Paragraph 4 shall also be referred to as the "Term."

#### 3. Option to Extend.

- A. Option. At the option of the Tenant, the Term of this Lease may be extended for up to three (3) succeeding terms of five (5) years each on the same terms, covenants and conditions and subject to the same exceptions and reservations herein contained, except that the rent shall be adjusted as set forth in Paragraph 8.
- B. Exercise of Option. Each option shall be exercised only by the Tenant's delivery of written notice of exercise of such option to Landlord at least one hundred eighty (180) days prior to the expiration of the then-current Term; provided, however, that Landlord has the right to refuse to extend the Term if, as of the expiration of the then-current Term, (i) Tenant has been in receipt of a notice of default from Landlord for at least thirty (30) days and (ii) Tenant remains in default under this Lease as of the date of the expiration of the then-current

Term. If an option is not exercised by Tenant or if Landlord rightfully refuses to extend the Term, then any remaining option terms shall automatically expire and be extinguished for all purposes.

- 4. <u>Holding Over.</u> Any holding over after expiration of the Term of this Lease, with the consent of Landlord, shall be treated as a tenancy from month-to-month, on the same terms and conditions as specified in this Lease, as far as applicable, and with the exception of the Term and the Base Rent which shall be increased ten percent (10%) above the prior years rent.
- 5. <u>Purpose</u>. Tenant shall utilize the Premises only for planting, growing, and harvesting of agricultural crops and incidental uses thereto. Tenant shall not use, or permit to be used, any part of the Premises for any purpose other than the purposes for which the Premises are leased.
- 6. <u>Condition</u>. Tenant acknowledges that Tenant has conducted its own independent inspection of the Premises and is knowledgeable and satisfied with the acres available for farming and the condition of the Premises. Tenant agrees, on the last day of the term or sooner termination of this Lease, to surrender the Premises and appurtenances to Landlord in the same condition as when received and to remove all of Tenant's property from the Premises.
- 7. Lease Subject to Existing Rights. This Lease is subject to (a) all existing easements, servitudes, licenses, and rights-of-way for canals, ditches, levees, roads, highways, and telegraph, telephone, and electric power lines, railroads, pipelines, and other purposes whether recorded or not; and (b) the rights of other tenants or other third parties under any existing or future oil, gas, and mineral lease(s) from Landlord affecting the Premises or any portion thereof, whether recorded or not.
  - 8. Rent.
    - A. Base Rent.
    - B. Rent Payable.
    - C. Base Rent Adjustment.

- (i) First Anniversary Term -
- (ii) Second Anniversary Term -
- (iii) Third and Fourth Anniversary Term -1

D. Sublease Income.

#### 9. <u>Improvements</u>.

- Maintenance, Repair and Replacement. Tenant shall be responsible to maintain, repair and replace when and where needed, all improvements located on the Premises and Tenant shall bear the entire cost and expense thereof, whether existing at the inception of the Lease or placed on the Premises by Tenant during the Lease. If during the Term Tenant wishes to replace or improve any improvement, then the cost of the replacement or improvement and installation shall be borne solely by the Tenant. Such improvement will be considered a part of the Premises at the time that it is installed and Tenant shall be required to maintain and repair it during the Term. For purposes of the Lease, (i) an "improvement" is equivalent to a "fixture" in real property law and (ii) an improvement is considered to be a chattel that has been permanently attached to the Premises. Such improvements include, but are not limited to roadways, fences, berms, buildings, other structures and irrigation wells and irrigation facilities including component parts of above-ground irrigation systems, electrical panels, pumps, pipelines, valves, siphons, waste gates and other irrigation facilities. More specifically, Tenant shall be solely responsible for all above-ground and below-ground water well maintenance and repairs and to rework or replace existing water wells and component parts in order to maintain existing water flow rates for all existing agricultural wells.
- B. Ownership of Above-Ground and Below Ground Removable Irrigation Equipment. Landlord and Tenant acknowledge that all above-ground and below ground removable irrigation equipment is owned by Tenant consisting of motors, pumps and gearheads. Tenant shall retain ownership of all of these above-ground and below ground removable irrigation improvements including any improvements or replacement which Tenant installs or affixes to the Premises during the term of this Lease. Tenant agrees to not remove any such improvement until termination of this Lease and subject to Landlord's option to purchase these improvements as set forth in Paragraph 18.
  - 10. Option to Reduce Premises by Landlord.

11. Substitution of Parcels of Land within the Premises.

- 12. Right to Sublease.
- 13. <u>Waste</u>. Tenant shall not commit, or permit others to commit, waste or a nuisance or any other act that could disturb the quiet enjoyment of Landlord or any occupant of adjacent property.
  - 14. Buena Vista Ranch and Stockdale Ranch.

- 15. LRC Contract. Tenant acknowledges that the terms of this Lease and the rights of Tenant are subject to a prior agreement with Land Resource Concepts, Inc., a California corporation ("LRC") concerning LRC's right to acquire a certain property located in the Lancaster region as set forth on "Exhibit B". Tenant acknowledges that LRC has the right to acquire this property. As a result of the pending acquisition, Landlord has the right, upon six months prior notice, to terminate the Lease as to any portion of the property located in the Lancaster region. This right of cancellation shall be in addition to, and shall not be considered a part of, Landlord's right to reduce the Leased Premises pursuant to Paragraph 10 A. Tenant assumes the risk of all loss which may result therefrom and waives any claim or other right which Tenant may have as against Landlord or any third party as a result of the acquisition of this property by LRC. To the extent permitted by the agreement with LRC, Tenant will be entitled to any compensation for actual crop loss for which LRC will be responsible.
- 16. Lancaster Litigation. Landlord is currently involved in litigation currently filed in Riverside County Superior Court, Civil Action No. RIC 344436 consolidated with RIC 344668 and RIC 353840, and involving the City of Lancaster, Antelope Water District, Antelope Valley Water Company, Palm Ranch Irrigation District, Little Rock Creek Irrigation District, Palmdale Water District and Los Angeles County Waterworks District 40 and a second action currently filed in Kern County Superior Court, Civil Action No. S-500-CV 254348, involving Los Angeles County Water Waterworks District No. 40, Diamond Farming Company, Bolthouse Properties, Inc., City of Lancaster, City of Los Angeles, City of Palmdale, Little Rock Creek Irrigation District, Palmdale Water District, Palm Ranch Irrigation District and Quart Hill Water District, among others. Landlord shall remain responsible to defend these actions and prosecute the acquisition and preservation of water rights in the Lancaster area and shall remain in charge of the litigation as it pertains to the Premises or part thereof. Tenant shall cooperate with and reasonably assist Landlord by providing relevant documentation or testimony as needed in prosecuting and protecting the acquisition and preservation of these water rights.

#### 17. Power Plant.

18. Condition, Surrender and Option to Purchase Irrigation Equipment. Tenant accepts the Premises in its present condition. Tenant agrees, on the last day of the Term or sooner termination of this Lease, to surrender the Premises and appurtenances to Landlord in the same or similar condition as when received and to remove all of Tenant's property from the Premises. Landlord shall have the option to purchase any above-ground or below ground removable irrigation equipment owned by Tenant at the time of surrender of the Premises. The purchase price shall be the then fair market value of the improvements to be purchased. Fair market value shall be determined by mutual agreement of the Parties. If the Parties are unable to reach a mutual agreement, the Parties shall select a qualified individual to value such improvements and such third party valuation shall be binding on the parties. The parties shall share equally the expense of such appraisal.

#### 19. Insurance Coverage.

A. Tenant agrees to maintain during the Term, at Tenant's expense, public liability insurance with a company satisfactory to Landlord for protection against liability to the public and Tenant's employees, independent contractors and invitees arising as an incident to the use of or resulting from any accident occurring in or about the Premises. The limits of liability are to be in amounts of not less than for any accident, and

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for property damage.

- B. Tenant agrees to maintain during the Term, at Tenant's expense, proper and adequate workers' compensation insurance.
- C. Tenant shall name Landlord as an additional insured on all such insurance policies (except workers' compensation insurance) and Tenant shall provide that the insurance carrier(s) shall notify Landlord in writing at least thirty (30) days prior to any modification or cancellation of such insurance and Tenant shall provide proof of insurance on an annual basis. Tenant agrees that if Tenant does not keep such insurance in force, Landlord may obtain such insurance and pay the premium. Repayment of the premium shall be added to the rent payment and such payment shall be made upon demand by Landlord.

#### 20. Inspection, Access, Construction of Improvements and Records.

- A. Access. Tenant shall permit Landlord, Landlord's agents and assigns, at all reasonable times during the Lease Term, to enter the Premises and to use the roads established on the Premises for purposes of inspection to determine compliance with the terms of this Lease, exercise of all rights of Landlord under this Lease, posting notices, conducting any pre-development activities and all other lawful purposes. Tenant shall supply Landlord, Landlord's agents and assigns with keys and other instruments necessary to effect entry on the Premises and all parts thereof if locked or gated.
- B. <u>Construction of Improvements</u>. Landlord reserves the right, at its reasonable discretion, to construct improvements to the Premises and to take any other action to improve the Premises such as granting easements, constructing or relocating power, sewer, water or other utility lines and the like. Landlord shall indemnify, defend and hold harmless Tenant from and against any and all claims, losses (including reasonable crop damages) and liabilities arising from or in connection with Landlord's exercise of its rights hereunder.
- C. <u>Application Records</u>. Tenant shall make and keep pertinent records of all chemicals, pesticides, fertilizers, and other materials used or applied on the Premises, including identity, dates of, and rates of application and shall make them available to Landlord and Landlord's agents and assigns, at all reasonable times, for inspection.
- 21. <u>Farming Practices</u>. All operations incident to the permitted uses of the Premises shall be carried in accordance with the best husbandry and cultural practices utilized in the

vicinity of that portion of the Premises being evaluated, including, but not limited to, control of and economical use of irrigation water, maintenance of sufficient leveling of the surface of the irrigable part of the Premises for the method of irrigation as it exists at the time Tenant goes into possession, institution of diligent efforts to prevent the spread of noxious weeds and to protect the Premises from infestations of insects and other pests. On default of Tenant to do so, Landlord reserves the right, after having given thirty (30) days notice, to take all necessary remedial measures at Tenant's expense for which Tenant shall reimburse Landlord upon demand.

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#### 22. <u>Utilities and Real Property Taxes</u>.

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- A. Tenant shall pay all electric and other utility bills, for service supplied to the Premises in a timely fashion and where feasible, Tenant shall put the accounts in Tenant's name.
- B. Tenant shall pay all assessments and all real property and personal property taxes assessed against the Premises in a timely fashion. Tenant shall provide Landlord with proof of payment as each payment is made.
- 23. Expenses. Tenant shall, at its own risk and expense, provide and promptly pay for all labor, water, fertilizer, farm implements, seed, building maintenance, and other materials and services of whatsoever kind or nature which may be used for the planting, cultivation, irrigation, production, and harvesting of crops and other permitted uses and maintenance of the Premises and Landlord shall not be liable for any part thereof, except as specifically set forth in this Lease.
- 24. Water. Tenant shall have the use of all rights to water for permitted uses hereunder. However, Landlord assumes no responsibility for the quality or quantity of the water supply to the Premises or any part thereof. Tenant shall conduct its own independent investigation of the availability and quality of water and assumes all risks involving the quantity and quality of water and the condition of the well(s), pump(s), pipelines and all other parts of the irrigation system on the Premises. In no event shall Landlord be liable or responsible for any crop loss, loss of profit, or other direct or consequential damages resulting from the unavailability of water, water quality or any failure of the irrigation systems.
- 25. <u>Insurance Hazards</u>. Tenant shall not use the Premises, or permit others to use it, or do or permit acts that will increase the existing rates of insurance on the Premises or cause cancellation of any insurance policy covering the Premises or part thereof. Tenant shall comply with all requirements of any insurance organization providing the Premises with insurance coverage which is necessary for the maintenance of any reasonable fire and public liability insurance covering the Premises and the crops thereon.
- 26. <u>DISCLAIMER OF WARRANTIES</u>: LANDLORD MAKES NO WARRANTY EXCEPT AS SPECIFICALLY SET FORTH HEREIN. LANDLORD DISCLAIMS AND TENANT WAIVES AND RELEASES ALL RIGHTS AND REMEDIES OF TENANT AND ALL WARRANTIES AND OBLIGATIONS OF LANDLORD, EXPRESS OR IMPLIED, ARISING OUT OF LAW OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, ANY

WARRANTY OF (i) THE PREMISES SUITABILITY FOR GROWING CROPS; (ii) THE ABSENCE OF DELETERIOUS ORGANISMS, (iii) THE PREVAILING CLIMATIC CONDITIONS AND/OR OTHER FACTORS THAT MIGHT PERTAIN TO THE ABILITY TO SUCCESSFULLY GROW AND HARVEST THE CROPS AND/OR (iv) THE QUANTITY OR QUALITY OF WATER AVAILABLE TO THE PREMISES. TENANT HAS MADE ITS OWN INDEPENDENT INVESTIGATION OF THE SUITABILITY OF THE PREMISES FOR THE USES AUTHORIZED UNDER THIS LEASE.

- 27. Mineral Rights. All rights in minerals, oil, gas, and other hydrocarbons located on or under the Premises which are owned by Landlord, are reserved by Landlord and are excepted from the Premises covered by the terms of this Lease. Tenant expressly grants to Landlord, and anyone acting under Landlord's rights, a right of entry and a right-of-way for ingress and egress, in and to, over and on, the Premises during the Term for exploration, drilling, and mining of minerals, oil, gas, and other hydrocarbons on the Premises; provided, Landlord shall reimburse Tenant for any damages that Tenant sustains as a result of any interference with the agricultural operations conducted under this Lease arising from exploration, drilling, and/or mining operations.
- 28. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the Term of this Lease. If Tenant does abandon or vacate the Premises or if Tenant is dispossessed by process of law or otherwise, subject to Paragraph 36 C, any personal property belonging to Tenant and left on the Premises shall be kept for a reasonable time by Landlord, but in no event longer than ten (10) days, after Landlord gives Tenant notice to remove the property from the Premises, after which time, if it has not been reclaimed by Tenant, it may be treated by Landlord as abandoned.
- 29. <u>Alterations</u>. Tenant shall not make or permit to be made any alteration of the Premises with a cost in excess without the prior written consent of Landlord.

#### 30. HAZARDOUS MATERIAL.

- A. AS USED HEREIN, THE TERM "HAZARDOUS MATERIAL" MEANS ANY HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL, OR WASTE WHICH IS OR BECOMES REGULATED BY ANY LOCAL GOVERNMENTAL AUTHORITY, THE STATE OF CALIFORNIA, OR THE UNITED STATES GOVERNMENT.
- B. LANDLORD REPRESENTS AND WARRANTS THAT ALL HANDLING, TRANSPORTATION, STORAGE, TREATMENT, OR USE OF HAZARDOUS MATERIAL THAT HAS OCCURRED ON THE PREMISES, IF ANY, PRIOR TO THE DATE OF THIS LEASE HAS BEEN IN COMPLIANCE WITH ALL LAWS AND REGULATIONS THEN IN EXISTENCE REGULATING HAZARDOUS MATERIAL, AND THAT THE PREMISES IS, AS OF THE DAY BEFORE TENANT CAME INTO POSSESSION, IN COMPLIANCE WITH ALL LAWS AND REGULATIONS THEN IN EXISTENCE REGULATING THE HANDLING, TRANSPORTATION, STORAGE, TREATMENT, USE AND DISPOSITION OF HAZARDOUS MATERIAL.

- C. TENANT SHALL NOT CAUSE OR PERMIT ANY HAZARDOUS MATERIAL TO BE BROUGHT UPON OR USED IN OR ABOUT THE PREMISES BY TENANT, ITS AGENTS, CONTRACTORS, OR INVITEES WITHOUT THE PRIOR CONSENT OF LANDLORD, WHICH SHALL NOT BE UNREASONABLY WITHHELD BY LANDLORD CONDITIONED UPON TENANT'S DEMONSTRATION TO LANDLORD'S REASONABLE SATISFACTION THAT SUCH HAZARDOUS MATERIAL IS NECESSARY OR USEFUL TO TENANT'S AGRICULTURAL OPERATIONS AND WILL BE USED AND STORED IN COMPLIANCE WITH ALL LAWS, REGULATIONS, AND ORDINANCES REGULATING SUCH HAZARDOUS MATERIAL.
- D. NOTWITHSTANDING THE ABOVE, TENANT SHALL NOT BE REQUIRED TO OBTAIN ANY PRIOR WRITTEN CONSENT FROM LANDLORD FOR THE USE OF ANY CHEMICALS, PESTICIDES, FERTILIZERS OR OTHER MATERIALS ACTUALLY CONSUMED OR UTILIZED IN THE FARMING OF THE PREMISES IN COMPLIANCE WITH ALL THEN EXISTING APPLICABLE LAWS, REGULATIONS, AND ORDINANCES.
- IF THE PRESENCE OF HAZARDOUS MATERIAL ON THE PREMISES IS CAUSED OR PERMITTED BY TENANT DURING THE TERM AND RESULTS IN CONTAMINATION OF THE PREMISES OR THE WATER THEREUNDER IN VIOLATION OF ANY LAWS, REGULATIONS, AND ORDINANCES IN EXISTENCE AT THE TIME SUCH HAZARDOUS MATERIAL WAS BROUGHT UPON OR USED IN OR ABOUT THE PREMISES BY TENANT, THEN TENANT SHALL INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, FINES, ATTORNEYS' FEES, LOSS OF RENT OR DIMINUTION IN VALUE OF THE PREMISES, WHICH ARISE AS A RESULT OF SUCH CONTAMINATION BY TENANT. THIS INDEMNIFICATION OF LANDLORD BY TENANT ALSO INCLUDES COSTS INCURRED FOR SITE INVESTIGATION, CLEANUP, REMOVAL, OR RESTORATIVE WORK REQUIRED BY ANY GOVERNMENTAL AGENCY HAVING AUTHORITY TO REQUIRE SUCH WORK DUE TO THE PRESENCE OF HAZARDOUS MATERIAL CAUSED BY TENANT IN VIOLATION OF THE SAID LAWS, REGULATIONS, AND ORDINANCES. NO ACTION SHALL BE BROUGHT AGAINST TENANT UNDER THIS PARAGRAPH 30 MORE THAN TEN (10) YEARS AFTER ANY BREACH OF THE OBLIGATIONS STATED HEREIN.
- 31. General Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord and its members, managers, employees, anyone acting on its behalf and its successors and assigns from and against all claims, judgments, damages, liabilities, penalties, losses, attorneys' fees and costs which arise during the Term or after the Term expires or the Lease is terminated, which result from Tenant's activities and/or farming operations and/or the actions of Tenant's employees, agents or representatives, even though caused by the concurrent or contributory fault of Landlord, except where caused solely by the negligence or willful misconduct of Landlord. Landlord shall have the right, but not the duty, to participate in the defense of any such claim or liability with attorneys of its own selection without relieving Tenant

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of any of its obligations hereunder. This indemnity provision shall survive the termination of this Lease.

- 32. Compliance with Law. In all operations under this Lease, or on the Premises, Tenant shall, at its own expense, promptly comply with any and all laws, ordinances, rules, regulations and requirements whatsoever, present or future of the national, state, county or municipal government which in any way, apply to the use, maintenance, occupation and/or operations of the Premises or activities incidental thereto.
- 33. Soil Testing. During the Term, Landlord shall have the right during the Lease to take soil samples, inspect for the spread of noxious weeds and conduct soil tests on the Premises, such soil sampling and soil testing being done by state or federal agencies or by testing laboratories licensed by the State of California, to determine the soil fertility and the amount of soluble minerals and essential elements in the soil. If there has been any substantial increase in the spread of noxious weeds or decrease in the soil fertility or depletion of the soluble minerals and essential elements in the soil, adversely affecting the agricultural productivity of the Premises, Tenant shall, within ten (10) days after written notice of demand from Landlord, take appropriate remedial action to remove the noxious weeds or restore the soil fertility and the former level of soluble minerals and essential elements. A failure of Tenant to comply with such notice and demand shall constitute a breach of this Lease and, in addition, shall authorize Landlord to take appropriate steps to remove the noxious weeds or to restore the Premises to the level of fertility and productivity as shown in the initial tests made as herein provided, all at the expense of Tenant.
  - 34. Default. Tenant shall be in material default under this Lease if:
- A. Tenant fails to pay rent or any other charge required to be paid by Tenant within fifteen (15) days of when due;
- B. If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30) day period and thereafter diligently pursues its completion. Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease; or,
- C. A receiver is appointed to take possession of all or substantially all assets of Tenant or there is a general assignment by Tenant for benefit of creditors, or an action taken or suffered by Tenant under any insolvency or bankruptcy act.
- 35. Remedies Upon Default. In the event of a default of this Lease, and in addition to all other rights and remedies Landlord may have at law, in equity or otherwise, Landlord shall have the option to do any or all of the following:
- A. Reentry. Immediately reenter and remove all persons and property from the Premises and take possession of all crops, harvested or unharvested, and maintain or market

them as appropriate and to store the non-perishable personal property in a public warehouse or elsewhere at the sole cost and expense of and for the account of Tenant. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant.

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- B. <u>Collection of Rent</u>. To collect by suit or otherwise, pursuant to the provisions of section 1951.4 of the California Civil Code, each installment of rent or other sum as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be kept or performed, it being specifically agreed that all unpaid installments of rent or other sums shall bear interest at the highest rate authorized by law from the due date thereof until paid.
- C. <u>Termination of Lease</u>. Termination of this Lease, in which event Tenant shall immediately surrender possession of the Premises, and pay to Landlord, in addition to any other remedy Landlord may have, all damages Landlord may incur by reason of Tenant's default, including the cost of recovering the Premises, and including:
- (i) The worth at the time of award of the unpaid rent which had been earned at the time of termination;
- (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
- (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided. The express intent of this subparagraph 23.3 is to grant to Landlord all remedies specified in paragraphs (a)(1), (a)(2), (a)(3) and (a)(4) of Section 1951.2 of the California Civil Code; and
- (iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform the Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.
- D. Reletting. Should Landlord elect to reenter, as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or may from time to time, without terminating this Lease, relet the Premises, or any part thereof, as the agent and for the account of Tenant, either in the Landlord's name or otherwise, upon such terms and conditions and for such period (whether longer than the balance of the term hereof or not) as Landlord may deem advisable, either with or without any equipment or fixtures that may be situated thereon or therein, in which event the rents received on any such reletting during the balance of the term of this Lease, or any part thereof, shall be applied first to the expenses of reletting and collecting including necessary renovation and alteration of the Premises and reasonable attorney's fees, and any real estate commission actually paid and, thereafter, toward payment of all sums due or to become due to

Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such rent and other charges, Tenant shall pay to Landlord monthly any deficiency, and Landlord may sue therefor as each monthly deficiency shall arise. Such monthly deficiencies shall be paid punctually when

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- Agricultural Programs. Tenant may enter into any governmental or privately arranged soil conservation, cropping, and/or crop control agreements or programs without Landlord's prior written consent only so long as any such agreement or program does not place an encumbrance, lien, or charge on or against the Premises or otherwise affect the use or title to the Premises beyond the Term of this Lease.
- Arbitration. Any dispute that arises between Landlord and Tenant regarding this Lease except for the payment of rent, shall be resolved by binding arbitration pursuant to CCP §1282 through §1284.2 in Kern County, California. The parties shall mutually select an arbitrator but if the parties cannot so agree, then three arbitrators shall be selected, one of whom shall be selected by Landlord, one by the Tenant, and the third of whom, who shall be the chairman, shall be selected by the other two arbitrators. The three arbitrators, so selected, shall then hear and determine the controversy according to law, and their decision shall be final and binding on Landlord and Tenant. The cost of the arbitration shall be borne equally by Landlord and Tenant. Judgment upon the award of arbitrator(s) may be entered into in any court having jurisdiction.
- Attorneys' Fees and Venue. In the event of default or deficiency or violation of any of the terms or conditions herein which require the employment of an attorney by either party to enforce this Lease or a civil action or arbitration, the prevailing party shall be entitled to all costs and reasonable attorneys' fees incurred therefor. Kern County shall be the proper venue for any litigation or arbitration as a portion of the Premises is located in Kern County and the last act to make this Lease enforceable occurred in Kern County.
- Waiver. The waiver by Landlord of any default or breach by Tenant shall not be treated as a waiver of such term covenant or condition or as a waiver of a future breach of the same covenant or condition contained in this Lease. Acceptance of rent by Landlord shall not be treated as a waiver of any previous breach by Tenant.
- Notices. Any notice to be given to either party by the other shall be in writing and shall be served upon either personally or by registered certified mail addressed as follows:

Landlord:

BOLTHOUSE PROPERTIES, LLC

Attention: Anthony L. Leggio, Manager

2000 Oak Street, Suite 250 Bakersfield CA 93301

Tenant:

WM. BOLTHOUSE FARMS, INC. Attention: Andre Radandt, President

7200 E. Brundage Lane

Bakersfield CA 93307-3016

41. <u>Integration</u>. This Lease constitutes the sole and only agreement between Landlord and Tenant respecting the Premises and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises not expressly set forth in this Lease are null and void.

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- 42. <u>Binding Effect.</u> This Agreement shall inure to the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, agents, members, managers, directors, officers, partners, successors, and all other acting for, under, or in concert with such parties.
- 43. <u>Severability and Construction.</u> A determination by a Court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable, shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect. However, the parties will use their best efforts to add a provision to this Lease which will, to the extent legally possible, carry out the intent of any invalidated provision. Further, this Lease shall not be construed against either party since its terms were negotiated equally by the parties.
- 44. <u>Modification</u>. This Agreement may not be altered, amended, or modified in any respect, except by a writing duly executed by all the parties.
- 45. <u>Time is of the Essence</u>. Time is hereby expressly declared to be of the essence in this Lease and all terms and conditions herein.
- 46. <u>Headings</u>. Headings are for convenience of the parties only and do not form a part of this Agreement.
- 47. <u>Separate Counterparts</u>. This Lease may be executed in two (2) separate counterparts, each of which, when so executed, shall be deemed to be an original and to constitute the one and same contract.

Executed at Bakersfield, California, on the date above-written.

"Landlord"	"Tenant"
BOLTHOUSE PROPERTIES, LLC, a California limited liability company	WM. BOLTHOUSE FARMS, INC., a Michigan corporation
By College	By for Start

#### Appendix D-3: Table 4 Applied Crop Water Duties and Irrigation Efficiency Values (DU = 80%)

#### **Antelope Valley Area of Adjudication**

Crop	ET <sub>c</sub> ¹ (in)	P <sub>e</sub> 2 (in)	ET <sub>AW</sub> T (ni)	DU⁴ (%)	AW <sub>c</sub> <sup>5</sup> (In)	AW <sub>er</sub> <sup>6</sup> (in)	AW <sub>pr</sub>	(in) AW <sub>T</sub> <sup>B</sup>	(ft)	E <sub>irr</sub> <sup>9</sup> (%)
Alfalfa	62,10			80			2.0		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
Melons/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	a	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
Potatoes	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

ET<sub>c</sub> = K<sub>c</sub> \* ET<sub>o</sub> where ET<sub>o</sub> = average ET<sub>o</sub> for specified periods, based on data from Victorville CIMIS Station, 1994-2003); K<sub>c</sub> values from Univ<sub>o</sub> California Cooperative Extension

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**DECLARATION** 

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

 $<sup>^{3}</sup>$  ET<sub>AW</sub> = evapotranspiration of applied water = ET<sub>c</sub> - P<sub>e</sub>

DU = irrigation distribution uniformity

AW<sub>c</sub> = applied water for crop requirement = ET<sub>AW</sub> + DU

AWer = applied water for erosion control

AW<sub>pr</sub> = applied water for field preparation and pre-irrigation

 $<sup>^9</sup>$  AW<sub>T</sub> = applied crop water duty = AW<sub>c</sub> + AW<sub>ur</sub> + AW<sub>pr</sub>  $^9$  E<sub>ur</sub> = overall irrigation efficiency for beneficial uses = (ET<sub>AW</sub> + AW<sub>er</sub> + AW<sub>pr</sub>) + AW<sub>T</sub>

#### BOLTHOUSE PROPERTIES, LLC Crop Duties and Irrigated Acres 4 - Bolthouse - Exhibit P

2011		Barley	Carrott	Onion	
Minn Pardee					
Bushnell 10-4 W (N	)	36.00			
Bushnell 10-3		56.70			
Bushnell 10-4 W(S)		34.40			
Bushenll 10-4 E		56.00			
Bushnell 15-2		29.30			
Testo 14-2 W (N)				24.10	
Testo 14-2 E					fallow
Testo 14-2 W (S)				31.30	
Avol 14-3		68.70			
Laid 13-3 A		21.90			
Laid 13-3		60.10			
Avol 21-1			91.40		
Minn 21-3		123.90			
Min 21-4		124.00			
Minn 22-2		109.10			
Minn 22-3			118.60		
Minn 22-4		122.10			
Minn 23-1		31.30			
Minn 23-3		85.60			
Avol 23-2		61.10			
Minn 23-4		91.20			
Avol 25-2		31.30			
Avol 25-3		61.10			
D 1 000					
Pardee 30-3		27.60			
Huang 30-2		60.30			
Hunag 30-4		60.30			
Reinelt 9-3		400.00	121.90		
Pardee 20-3		120.90	440.00		
Pardee 20-4			118.60		
Ching 21-3		100.10	122.00		
Piane 21-4		102.10			
Hawaiian 29-1				120.30	
Deck 29-3				64.30	
Testo 32-1		74.00		27.60	
Pardee 28-1		71.00			
Pardee 28-2		126.70	405.00		
Pardee 28-4		C2 00	125.60		
Mashlyama 28-4	Tot-I	62.00	600.40	267.66	
	Total	1,834.70	698.10	267.60	

Retlaw

### BOLTHOUSE PROPERTIES, LLC Crop Duties and Irrigated Acres

### 4 - Bolthouse - Exhibit P

2011			
	Barley	Carrott	Onion
Back 32-2		122.50	
Big Field 33-1		122.10	
Big Field A		15.40	
Quan 32-4		91.70	
Turner 5-1	43.90		
Anderson 5-2	122.50		
Yard 33-2 A	20.10		
Yard 33-2	91.60		
Ajamian	27.60		
Desert 34-1	122.10		
Brown 34-3	114.60		
Brown 34-4	122.00		
Total	664.40	351.70	2
S & P Rowen			
S&P 26-1	122.00		
S&P 26-2		122.00	
S&P 27-4	58.20		
S&P 26-3	122.00		
S&P-4	125.70		
S&P 35-1		122.00	
S&P 35-2		122.10	
S&P 35-3	118.70		
S&P 35-4	120.30		
Rowen 2-1		50.50	
Rowen 2-2		74.80	
Rowen 2-3		74.80	
Rowen 2-4	74.80		
Rowen 2-5	74.80		
Rowen 2-6	37.90		
Rowen 2-7	40.60		
Rowen 2-8	74.80		
Rowen 2-9	74.80		
Total	1,044.60	566.20	-
Grand Total	3,543.70	1,616.00	267.60
PWS Water Duty	2.60	3.9	4.5 Appendix D-3: Table 4
PWS Calculation	9,213.62	6,302.40	1,204.20 Acres multiplied by PWS water duty
Total water using PWS	16,720.22		
2011 Totals	_0,0.22		
ZOTT IO(a)?			

#### BOLTHOUSE PROPERTIES, LLC Crop Duties and Irrigated Acres 4 - Bolthouse - Exhibit P

2012		Barley	Carrott	Onion	Potato	•
Minn Pardee		•				
Bushnell 10-4 W (N	ı)		36.00			
Bushnell 10-3	,	56.70	30.00			
Bushnell 10-4 W(S)		34.40				
Bushenll 10-4 E		54.40	56.00			
Bushnell 15-2			29.30			
Testo 14-2 W (N)			24.10			
Testo 14-2 E			36.30			
Testo 14-2 W (S)			31.30			
Avol 14-3		68.70				
Laid 13-3 A		21.90				
Laid 13-3		60.10				
Avol 21-1					91.40	
Minn 21-3		123.90				
Min 21-4				124.00		
Minn 22-2		26.90	82.20			
Minn 22-3					118.60	
Minn 22-4		122.10				
Minn 23-1		31.30				
Minn 23-3		85.60				
Avol 23-2		61.10				
Minn 23-4			91.20			
Avol 25-2			31.30			
Avol 25-3		61.10				
Pardee 30-3		27.60				
Huang 30-2		60.30				
Hunag 30-4		60.30				
Reinelt 9-3						fallow
Pardee 20-3		120.90				
Pardee 20-4				118.60		
Ching 21-3		122.00				
Piane 21-4				102.10		
Hawaiian 29-1			120.30			
Deck 29-3			64.30			
Testo 32-1						fallow
Pardee 28-1			71.00			
Pardee 28-2			126.70			
Pardee 28-4		125.60				
Mashlyama 28-4		62.00				
•	Total	1,332.50	800.00	344.70	210.00	
Retlaw						
Back 32-2		122.50				
Big Field 33-1		122.50				
Big Field A						
PIE I ICIU M		15.40				

#### BOLTHOUSE PROPERTIES, LLC Crop Duties and Irrigated Acres 4 - Bolthouse - Exhibit P

2012		Barley	Carrott	Onion	Potato
Quan 32-4		91.70			
Turner 5-1		43.90			
Anderson 5-2			122.50		
Yard 33-2 A			20.10		
Yard 33-2			91.60		
Ajamian			27.60		
Desert 34-1			122.10		
Brown 34-3		114.60			
Brown 34-4			122.00		
	Total	510.20	505.90	200	1=1
S & P Rowen					
S&P 26-1			122.00		
S&P 26-2		122.00			
S&P 27-4			58.20		
S&P 26-3		122.00			
S&P-4		125.70			
S&P 35-1		122.00			
S&P 35-2		122.10			
S&P 35-3			118.70		
S&P 35-4		120.30			
Rowen 2-1		50.50			
Rowen 2-2		74.80			
Rowen 2-3		74.80			
Rowen 2-4			74.80		
Rowen 2-5			74.80		
Rowen 2-6		37.90			
Rowen 2-7		40.60			
Rowen 2-8		74.80			
Rowen 2-9			74.80		
	Total	1,087.50	523.30		
	T-4-1	2 020 20	1 920 20	244 70	210.00
DMC Makes Dort	Total	2,930.20 2.60	1,829.20 3.9	344.70 4.5	210.00 2.8 Appendix D-3: Table 4
PWS Water Duty					
PWS Calculation		7,618.52	7,133.88	1,551.15	588.00 Acres multiplied by PWS water duty
Total water using PWS		16,891.55			
2012 Totals		•			
ZUIZ TULAIS					