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Attorneys for Claimants
Bruce Burrows and 300 A 40 H, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Coordination Proceeding Special Title
(Rule 1550 (b))

Judicial Council Coordination No. 4408
[Assigned to Hon. Jack Komar; Dept 4408]

**ANTELOPE VALLEY GROUNDWATER
CASES**

Santa Clara Co. Case No. 1-05-CV-049053

Included **CONSOLIDATED** Actions:

DECLARATION OF BRUCE BURROWS

Los Angeles County Waterworks District No.
40 vs. Diamond Farming Company
Los Angeles Superior Court Case No.
BC325201

Los Angeles County Waterworks District No.
40 vs. Diamond Farming Company
Kern County Superior Court Case No. S-1500-
CV-254348 NFT

Diamond Farming Company vs. City of
Lancaster
Riverside County Superior Court Lead Case
No. RIC 344436 [Consolidated w/ Case Nos.
344668 & 353840]

Willis v. Los Angeles County Waterworks
District No. 40; Los Angeles Superior Court
Case No. BC 364553

Wood v. Los Angeles County Waterworks
District No. 40; Los Angeles Superior Court
Case No. BC 391869

1 I, BRUCE BURROWS, declare:

2 1. I am a party to this action and I am a manager and member of 300 A 40 H LLC
3 ("LLC"), which is also a party to this action. In lieu of deposition testimony for the Phase 4 trial,
4 I am providing this declaration. I have personal knowledge of each fact herein and would testify
5 competently thereto under oath.

6 2. LLC and I presently own, or owned but continue to retain all water rights with
7 respect to, certain land that overlies the Antelope Valley Area of Adjudication as decided by this
8 Court. The land is in Los Angeles County and is identified by the following APNs:

9 a. Los Angeles APN: 3275-007-013 (previous APN: 3275-007-010) (the
10 "Alfalfa Property").

11 b. Los Angeles APNS: 3275-002-001, 007, 008, 010, 012, 015, 016, 017,
12 018, 019, and 020 (the "Peaches Property").

13 c. Los Angeles APNS: 3275-007-001, 002 and 015 (the "Other Property").

14 3. LLC and I claim groundwater rights as to the properties listed in Paragraph 2.

15 4. For each property identified above, the total acreage by parcel is as follows:

16 a. The Alfalfa Property: approximately 160 acres.

17 b. The Peaches Property: approximately 160 acres.

18 c. The Other Property: approximately 436 acres.

19 5. LLC and I have owned the Alfalfa Property from February 2, 2007 to the present.
20 Prior to that time the Alfalfa Property was owned by Tejon Ranchcorp, a California corporation
21 ("Tejon"). A true and correct copy of the February 2, 2007 Grant Deed for the Alfalfa Property
22 is included in Exhibit A hereto. Tejon leased the Alfalfa Property from LLC and me from
23 February 2007 through 2011. A copy of the Memorandum of Lease for the Alfalfa Property is
24 included in Exhibit A hereto. The Alfalfa Property was farmed, by means of pivot irrigation, for
25 the period from 2002 through 2011.

26 6. LLC and I acquired the Peaches Property in the mid-1980s. LLC and I
27 transferred the Peaches Property to Tejon on February 2, 2007, and then leased the Peaches
28 Property back from Tejon. True and correct copies of the Grant Deed and the Memorandum of

1 Lease for the Peaches Property are included in Exhibit A hereto. As set forth in the Grand Deed,
2 LLC and I retained "All right, benefit and interest in and to the water rights associated with the
3 above-described property either as they exist now or shall be determined to exist in the future,
4 including the right to transfer said water right away from the above-described property, without
5 limitation." I planted approximately 80 acres of peaches on the Peaches Property in about 1990,
6 and thereafter I have managed the 80-acre peaches orchard, including causing it to be regularly
7 irrigated. Additionally, I planted and caused to be irrigated on the Peaches Property
8 approximately 10 acres of cottonwood and other trees for windbreak purposes.

9 7. LLC and I acquired various portions of the Other Property over time. To my
10 knowledge, no irrigated crops have been grown on the Other Property.

11 8. Approximately 126 acres of the Alfalfa Property has been used to farm alfalfa,
12 with pivot irrigation, each year from 2002 through 2011. Based on the crop duties identified in
13 the Summary Expert Report, Appendix D-3: Table 4, a true and correct copy of which is attached
14 hereto as Exhibit B ("Table 4 Water Duties"), using a crop water duty of 6.5 acre-feet per acre, I
15 have calculated the groundwater use for the Alfalfa Property to be 819 acre-feet for each of the
16 years 2002 through 2011.

17 9. Approximately 80 acres of the Peaches Property has been farmed as a peaches
18 orchard from before 2000 through the present. Also, about 10 acres of the Peaches Property has
19 been used to grow cottonwood and other trees for windbreak purposes for that same period.
20 Based on the Table 4 Water Duties, using a crop water duty of 4.9 acre-feet per acre, I have
21 calculated the groundwater use for the Peaches Property to be 441 acre-feet for each of the years
22 from 2000 to the present.

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

25 Executed this 14 day of March, 2013, at Valencia, California.

26 
27 BRUCE BURROWS
28

EXHIBIT A

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Pages:

003



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

Fees

Taxes **NFPR**

Other **NFPR**

Paid **NFPR**

NFPR

02/06/07 AT 08:00AM

TitleCompany

TITLE(S) : DEED



LEAD SHEET

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

RECORDING REQUESTED BY
First American Title Insurance Company
National Commercial Services

AND WHEN RECORDED MAIL TO:
Tejon Ranchcorp
4436 Lebec Road
Lebec, California 93243
Attn: Robert Peterson

02/08/07



20070256642

Space Above This Line for Recorder's Use Only

A.P.N.: 3275-002-001 and 3275-002-007,
008, 010, 012, 015, 016, 017, 018, 019,
020

File No.: NCS-220348-LA2 (jc)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ _____; CITY TRANSFER TAX \$0.00;

- [X] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[X] unincorporated area; [] City of Los Angeles, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **300 A 40 H LLC, a California limited liability company**

hereby GRANTS to **Tejon Ranchcorp, a California corporation**

the following described property in the **unincorporated area, County of Los Angeles, State of California:**

PARCEL 1: (3275-002-001)

PARCEL A:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 40 FEET, THE NORTH 32 FEET AND THE EAST 50 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL C:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 50 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 2: (3275-002-012)

Mail Tax Statements To: **SAME AS ABOVE**

A.P.N.: 3275-002-001 and 3275-002-007,
008, 010, 012, 015, 016, 017, 018, 019,
020

Grant Deed - continued

File No.: NCS-220348-LA2
(jc)

Date: 02/02/2007

3

THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3: (3275-002-018)

THE WEST HALF OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 4: (3275-002-015)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 5: (3275-002-016)

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 6: (3275-002-017)

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 7: (3275-002-010)

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 8: (3275-002-008)

THE WEST HALF (W½) OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO BASE AND MERIDIAN, CONTAINING 20 ACRES, MORE OR LESS.

PARCEL 9: (3275-002-019 & 3275-002-020)

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 10: (3275-002-007)

A.P.N.: 3275-002-001 and 3275-002-007,
008, 010, 012, 015, 016, 017, 018, 019,
020

Grant Deed - continued

File No.: NCS-220348-LA2
(jc)

Date: 02/02/2007

THE EAST HALF (E½) OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER
(NE¼) OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO BASE AND
MERIDIAN, CONTAINING 20 ACRES, MORE OR LESS.

EXCEPTING THEREFROM, GRANTOR SHALL RETAIN FROM ALL OF THE PARCELS SET FORTH
ABOVE ALL RIGHT, BENEFIT AND INTEREST IN AND TO THE WATER RIGHTS ASSOCIATED
WITH THE ABOVE-DESCRIBED PROPERTY EITHER AS THEY EXIST NOW OR SHALL BE
DETERMINED TO EXIST IN THE FUTURE, INCLUDING THE RIGHT TO TRANSFER SAID WATER
RIGHTS AWAY FROM THE ABOVE-DESCRIBED PROPERTY, WITHOUT LIMITATION.

THE FOREGOING GRANT OF PARCELS 1 THROUGH 10 IS SUBJECT, HOWEVER, TO
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, RIGHTS AND RIGHTS OF WAY OF
RECORD.

Dated: February 2, 2007

300 A 40 H LLC,
a California limited liability company

By: Bruce Burrows

Bruce Burrows

Its: Manager and Member

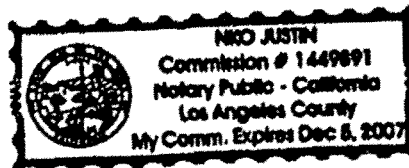
STATE OF California)SS
COUNTY OF Los Angeles)

On February 2, 2007 before me, NKO Justin
Notary Public, personally appeared Bruce Burrows, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

NKO Justin



My Commission Expires: December 8, 2007

This area for official notarial seal

Notary Name: NKO Justin
Notary Registration Number: 1449891

Notary Phone: _____
County of Principal Place of Business: Los Angeles

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Pages:
002



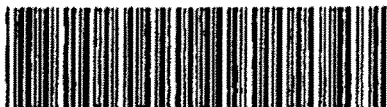
Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

Fees:
Taxes: **NFPR**
Other: **NFPR**
Paid: **NFPR**

02/06/07 AT 08:00AM

TitleCompany

TITLE(S) : DEED



L E A D S H E E T

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

RECORDING REQUESTED BY
First American Title Insurance Company
National Commercial Services

AND WHEN RECORDED MAIL TO:
300 A 40 H LLC
c/o Raines Law Group LLP
12011 San Vicente Boulevard, Suite 330
Los Angeles, California 90049
Attn: Andrew H. Raines, Esq.



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A.P.N.: 3275-007-001 and 3275-007-010

File No.: NCS-220347-LA2 (jc)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ _____; CITY TRANSFER TAX \$0.00;

- ☒ computed on the consideration or full value of property conveyed, OR
☐ computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
☒ unincorporated area; ☐ City of unincorporated area, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Tejon Ranchcorp, a California corporation**

hereby GRANTS to **300 A 40 H LLC, a California limited liability company**

the following described property in the unincorporated area, County of Los Angeles, State of California:

PARCEL 2 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 4, 2006 AS INSTRUMENT NO. 06-2685783 OF OFFICIAL RECORDS AND BEING FURTHER DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

TOGETHER WITH THE SOUTHWESTERLY QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN.

TOGETHER WITH ALL RIGHT, BENEFIT AND INTEREST IN ANY WATER RIGHTS ASSOCIATED WITH THE ABOVE-DESCRIBED PROPERTY WHETHER EXISTING NOW THROUGH PAST ACTIVITIES OF GRANTOR, OR AS SUBSEQUENTLY ESTABLISHED BY GRANTEE.

EXCEPTING THE PIVOT IRRIGATION SYSTEM AND APPURTENANCES CURRENTLY EXISTING ON SAID SOUTHWEST QUARTER OF SECTION 11.

SUBJECT, HOWEVER, TO COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, RIGHTS AND RIGHTS OF WAY OF RECORD WHICH DO NOT INCLUDE ANY WATER RIGHTS.

PROVIDED, FURTHER, THAT NO WARRANTIES OF TITLE WHATSOEVER ARE MADE BY GRANTOR RESPECTING THE PORTION OF THE REAL PROPERTY DESCRIBED ABOVE LYING WITHIN SAID SECTION 10.

Dated: February 2, 2007

A.P.N.: 3275-007-001 and 3275-007-010

Grant Deed - continued

File No.: NCS-220347-LA2
(jc)
Date: 02/02/2007

Tejon Ranchcorp,
a California Corporation

By: Dennis Atkinson

Its: Vice President

STATE OF California)SS
COUNTY OF Kern)

On February 2, 2007, before me, Konnie Sue Williams-Roth,
Notary Public, personally appeared
Dennis Atkinson, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Konnie Sue Williams-Roth

My Commission Expires: March 28, 2008



This area for official notarial seal

Notary Name: Konnie Sue Williams-Roth
Notary Registration Number: 1479373

Notary Phone: 661.248.3000
County of Principal Place of Business: Kern

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Pages:
006



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

Fees:
Taxes: **\$44.00**

Other: **\$0.00**

Paid: **\$0.00**

\$44.00

02/06/07 AT 08:00AM

TitleCompany

TITLE(S) : _____



LEAD SHEET

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

2

02/08/07



20070256644

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Tejon Ranchcorp
4436 Lebec Road
Lebec, California 93243
Attn: Robert Peterson

(Space Above for Recorder's Use Only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is entered into as of the 5 day of February, 2007 (the "Effective Date"), by and between 300 A 40 H, LLC, a California limited liability company ("Burrows") and Tejon Ranchcorp, a California corporation ("Tejon").

1. Terms and Leased Premises. As of the Effective Date and concurrent with the Closing of that certain parcel exchange as further defined in that certain letter agreement between Tejon and Burrows dated as of March 1, 2006 (the "Letter Agreement"), Burrows hereby leases the Leased Premises (as further described in Exhibit A attached hereto and incorporated herein) to Tejon for a term of five (5) years, with the option to extend the term of the lease for five (5) additional terms of one (1) year each, which options shall be deemed exercised unless on or before March 1st of a year in which the lease would expire, either (a) Tejon delivers notice to Burrows electing not to extend the term of the lease, or (b) Burrows delivers notice to Tejon electing to cancel the lease (the "Tejon Lease"). The Tejon Lease shall expire on the April 30th following delivery of either notice. The provisions of the Tejon Lease as set forth in the Letter Agreement are incorporated herein.

2. Burrows Right to Terminate. Notwithstanding anything to the contrary, Burrows may elect to cancel the Tejon Lease at any time during its five (5) year initial term or any extension thereof if substantially the entire Leased Premises has been general planned and zoned for residential or commercial development and Burrows is ready to commence construction, upon no less than sixty (60) days' prior notice to Tejon, provided that Burrows will grant to Tejon sufficient time to harvest its crops prior to vacating (in no event to exceed ninety (90) days following delivery of such notice to terminate).

3. Permitted Use. The sole permitted use of the Leased Premises is farming as currently conducted with the existing pivot currently located on the Leased Premises, and any other use is prohibited.

4. Rent. No rent or other charges shall be due or owing for the Tejon Lease. The parties acknowledge that as sufficient consideration for the Tejon Lease, Tejon has agreed to enter into the "Burrows Lease", as such term is defined in the Letter Agreement.

5. Surrender of the Leased Premises. Prior to the expiration of the Tejon Lease, Tejon shall remove the existing irrigation pivot and all related equipment from the Leased Premises, and shall deliver it to Burrows in clean and current condition with all trash removed.

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6. Provisions Binding on Parties. The provisions of the Tejon Lease to be performed by Tejon or Burrows are intended to and shall bind or benefit the respective parties and their assigns or successors, as applicable, at all times.

7. Purpose of Memorandum of Lease. The above terms are provided for notice purposes only. Reference is hereby made to the Tejon Lease, as set forth in the Letter Agreement, for full and complete terms with respect to the leasing of the Leased Premises.


8. Counterparts. This Memorandum may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

BURROWS:

TEJON:

300 A 40 H, LLC,
a California limited liability company

TEJON RANCHCORP,
a California corporation

By: 
Bruce Burrows,
Manager and Member

By: _____

Its: _____

07 00000000

6. Provisions Binding on Parties. The provisions of the Tejon Lease to be performed by Tejon or Burrows are intended to and shall bind or benefit the respective parties and their assigns or successors, as applicable, at all times.

7. Purpose of Memorandum of Lease. The above terms are provided for notice purposes only. Reference is hereby made to the Tejon Lease, as set forth in the Letter Agreement, for full and complete terms with respect to the leasing of the Leased Premises.

8. Counterparts. This Memorandum may be executed in one or more counterparts, all of which shall be considered one and the same agreement.


BURROWS:

300 A 40 H, LLC,
a California limited liability company

By: _____
Bruce Burrows,
Manager and Member

TEJON:

TEJON RANCHCORP,
a California corporation

By: 
Its: Vice President

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NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF Los Angeles)

On 2/2, 2007 before me, NKO Justin, Notary
Public in and for said County and State, personally appeared Bruce Burrows

personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NKO Justin
Signature of Notary



[Notary Seal]

STATE OF _____)
)ss.
COUNTY OF _____)

On _____, 2007 before me, _____, Notary
Public in and for said County and State, personally appeared _____

personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

[Notary Seal]

6

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF _____)

On _____, 2007 before me, _____, Notary
Public in and for said County and State, personally appeared _____

_____ personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

[Notary Seal]

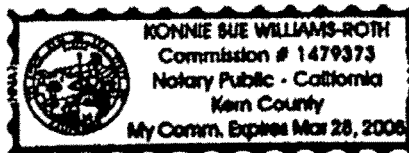
STATE OF California)
)ss.
COUNTY OF Kern)

On February 2, 2007 before me, Konnie Sue Williams-Roth, Notary
Public in and for said County and State, personally appeared _____
Dennis Atkinson

_____ personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Konnie Sue Williams-Roth
Signature of Notary



[Notary Seal]

07 0755555

7

EXHIBIT A

Legal Description of Leased Premises

**THE SOUTHWESTERLY QUARTER OF SECTION 11, TOWNSHIP 8 NORTH,
RANGE 17 WEST, SAN BERNARDINO MERIDIAN.**

07 02555224

This page is part of your document - DO NOT DISCARD



20070256645

Pages:

007



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

Fees:

Taxes, **\$47.00**

Other, **\$0.00**

Paid, **\$0.00**

\$47.00

02/06/07 AT 08:00AM

TitleCompany

TITLE(S) : _____



LEAD SHEET

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

EXHIBIT B

2

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Raines Law Group LLP
12011 San Vicente Blvd., Suite 330
Los Angeles, California 90049
Attn: Andrew H. Raines, Esq.

02/08/07



20070256645

(Space Above for Recorder's Use Only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is entered into as of the 5 day of February, 2007 (the "Effective Date"), by and between Tejon Ranchcorp, a California corporation ("Tejon"), and 300 A 40 H, LLC, a California limited liability company ("Burrows").

1. Terms and Leased Premises. As of the Effective Date and concurrent with the Closing of that certain parcel exchange as further defined in that certain letter agreement between Tejon and Burrows dated as of March 1, 2006 (the "Letter Agreement"), Tejon leases the Leased Premises (as further described in Exhibit A attached hereto and incorporated herein) to Burrows for a term of five (5) years, with the option to extend the term of the lease for ten (10) additional terms of one (1) year each, which options shall be deemed exercised unless on or before March 1st of a year in which the lease would expire, Burrows delivers notice to Tejon electing not to extend the term of the lease (the "Burrows Lease"). The Burrows Lease shall expire on the April 30th following delivery of such notice. The provisions of the Burrows Lease as set forth in the Letter Agreement are incorporated herein.

2. Burrows Right to Terminate. Notwithstanding anything to the contrary, Burrows may terminate the Burrows Lease prior to the end of the initial five (5) year term or prior to the end of any additional option period by delivery to Tejon of a thirty (30) day written notice of such termination.

3. Permitted Use. The permitted use of the Leased Premises is farming as currently conducted, and making any and all use of water and any utilities necessary or incident to the transport of water, and the preservation, establishment and determination of any water rights owned by Burrows (which rights shall belong in perpetuity to Burrows at no charge to Burrows), and any other use is prohibited.

4. Rent. No rent or other charges shall be due or owing for the Burrows Lease. The parties acknowledge that as sufficient consideration for the Burrows Lease, Burrows has agreed to enter into the "Tejon Lease", as such term is defined in the Letter Agreement.

5. Burrows Water Rights. Notwithstanding anything to the contrary in the Burrows Lease or in the Tejon Lease, prior to and following the "Closing Date", as such term is defined in the Letter Agreement, Burrows shall continue to possess and retain all right, benefit and interest in and to the water rights and transferable water rights on the Leased Premises (the "Burrows Water Rights") and shall additionally obtain as of the Closing Date the water, mineral,

3

gas, oil and all other rights inherent in fee simple ownership on the "Tejon Parcel" (as defined in the Letter Agreement). Both prior to and following the Closing Date, Tejon agrees to reasonably cooperate with and to not interfere with Burrows in the determination of the Burrows Water Rights, to take any actions necessary to preserve or maintain the Burrows Water Rights, and to refrain from taking any actions which would in any manner materially interfere with the existence or maintenance of the Burrows Water Rights, at no cost or expense to Tejon. Tejon further agrees that Burrows possesses and will continue to possess full right, title and interest in and to the Burrows Water Rights (irrespective of the existence or subsequent termination of the Burrows Lease) including, without limitation, the right to transfer the Burrows Water Rights away from the Leased Premises, shall reasonably cooperate with Burrows in any such transfer and shall execute such documents as may reasonably be required in connection therewith, at no cost or expense to Tejon.

6. Surrender of the Leased Premises. Prior to the expiration of the Burrows Lease as it may be extended, Burrows shall, at its sole expense, remove all fruit trees and their stumps from the Leased Premises, and shall plow the parcel so it does not contain craters where the fruit tree stumps were removed. Burrows shall deliver the Leased Premises to Tejon in clean condition with all trash removed.

7. Provisions Binding on Parties. The provisions of the Burrows Lease to be performed by Tejon or Burrows are intended to and shall bind or benefit the respective parties and their assigns or successors, as applicable, at all times.

8. Purpose of Memorandum of Lease. The above terms are provided for notice purposes only. Reference is hereby made to the Burrows Lease, as set forth in the Letter Agreement, for full and complete terms with respect to the leasing of the Leased Premises.

9. Counterparts. This Memorandum may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

TEJON:

BURROWS:

TEJON RANCHCORP,
a California corporation

300 A 40 H, LLC,
a California limited liability company

By: 

By: _____

Its: Vice President

Bruce Burrows,
Manager and Member

gas, oil and all other rights inherent in fee simple ownership on the "Tejon Parcel" (as defined in the Letter Agreement). Both prior to and following the Closing Date, Tejon agrees to reasonably cooperate with and to not interfere with Burrows in the determination of the Burrows Water Rights, to take any actions necessary to preserve or maintain the Burrows Water Rights, and to refrain from taking any actions which would in any manner materially interfere with the existence or maintenance of the Burrows Water Rights, at no cost or expense to Tejon. Tejon further agrees that Burrows possesses and will continue to possess full right, title and interest in and to the Burrows Water Rights (irrespective of the existence or subsequent termination of the Burrows Lease) including, without limitation, the right to transfer the Burrows Water Rights away from the Leased Premises, shall reasonably cooperate with Burrows in any such transfer and shall execute such documents as may reasonably be required in connection therewith, at no cost or expense to Tejon.

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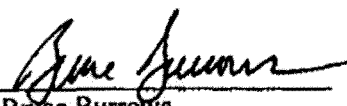
TEJON:

BURROWS:

TEJON RANCHCORP,
a California corporation

300 A 40 H, LLC,
a California limited liability company

By: _____


By: 
Bruce Burrows,
Manager and Member

Its: _____

5

On February 2, 2007 before me, Konnie Sue Williams-Roth, Notary Public in and for said County and State, personally appeared Dennis Atkinson

WITNESS my hand and official seal.

 **KONNIE SUE WILLIAMS-ROTH**
Commission # 1479373
Notary Public - California
Kern County
My Comm. Expires Mar 28, 2008

STATE OF _____)
)ss.
COUNTY OF _____)

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Notary Seal]

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NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss.
COUNTY OF Los Angeles)

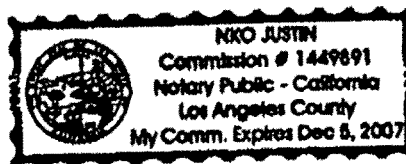
On 2/2, 2007 before me, NKO Justin, Notary
Public in and for said County and State, personally appeared Bruce Burrows

_____ personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

Signature of Notary



[Notary Seal]

STATE OF _____)
)ss.
COUNTY OF _____)

On _____, 2007 before me, _____, Notary
Public in and for said County and State, personally appeared _____

_____ personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

[Notary Seal]

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EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of , County of Los Angeles, State of California, described as follows:

PARCEL 1: (3275-002-001)

PARCEL A:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 40 FEET, THE NORTH 32 FEET AND THE EAST 50 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL C:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE EAST 50 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 2: (3275-002-012)

THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3: (3275-002-018)

THE WEST HALF OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 4: (3275-002-015)

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL 5: (3275-002-016)

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF

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THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

THE WEST HALF (W½) OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO BASE AND MERIDIAN, CONTAINING 20 ACRES, MORE OR LESS.

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT
THEREOF.

THE EAST 1/2 HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 17 WEST, SAN BERNARDINO BASE AND MERIDIAN, CONTAINING 20 ACRES, MORE OR LESS.

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EXHIBIT "B"

Appendix D-3: Table 4
Applied Crop Water Duties and Irrigation Efficiency Values
(DU = 80%)
Antelope Valley Area of Adjudication

Crop	ET _c ¹ (in)	P _e ² (in)	ET _{AW} ³ (in)	DU ⁴ (%)	AW _c ⁵ (in)	AW _{er} ⁶ (in)	AW _{pr} ⁷ (in)	AW _T ⁸ (in)	E _{ir} ⁹ (%)
Alfalfa	62.10	1.77	60.33	80	75.42	0	2.0	77.42	81
Carrots	27.47	0.00	27.47	80	34.33	6	6.5	46.83	85
Grain	22.94	1.42	21.52	80	26.90	0	4.0	30.90	83
Melons/Squash	23.91	0.00	23.91	80	29.88	0	4.0	33.88	82
Onions	37.57	0.00	37.57	80	46.96	3	4.0	53.96	83
Orchard (Deciduous)	47.38	0.00	47.38	80	59.22	0	0.0	59.22	80
Pasture	66.19	1.77	64.42	80	80.53	0	0.0	80.53	80
Potatoes	24.02	0.00	24.02	80	30.03	0	4.0	34.03	82
Silage	27.31	0.00	27.31	80	34.14	0	4.0	38.14	82
Sugar Beets	40.55	0.00	40.55	80	50.68	0	4.0	54.68	81
Vineyard (Grapes)	35.33	0.00	35.33	80	44.16	0	0.0	44.16	80

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

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

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

⁴ DU = irrigation distribution uniformity

⁵ AW_c = applied water for crop requirement = ET_{AW} + DU

⁶ AW_{er} = applied water for erosion control

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

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

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

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DECLARATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On February 14, 2013, I served the foregoing document described as: **DECLARATION OF BRUCE BURROWS** on the interested parties in this action by posting the document listed above to the Santa Clara County Superior website in regard to the Antelope Valley Groundwater Adjudication matter, pursuant to the Electronic Filing and Service Standing Order of Judge Komar.

Executed on **Febraury 14, 2013**, at Los Angeles, California.

/s/ Felicia Herbstreith
Felicia Herbstreith