



AGENDA

California Avocado Commission Production Research Committee Meeting

Meeting Information

Date: Tuesday, October 4, 2022

Time: 9:00 a.m.

Location: Web/Teleconference

Web Conference URL:

<https://californiaavocado.zoom.us/j/5375836823?pwd=aURBZ3BELL29tclBRSlZRY3OrMkhZOT09>

Conference Call Number: (669) 900-6833

Meeting ID: 537 583 6823

Passcode: 348652

Meeting materials will be posted online at least 24 hours prior to the meeting at:

<https://www.californiaavocadogrowers.com/commission/meeting-agendas-minutes>

Committee Member Attendance

As of Wednesday, September 28, 2022, the following individuals have advised the Commission they will participate in this meeting:

- Leo McGuire, *PRC Chairman*
- John Burr
- Jason Cole
- Jim Davis
- Darren Haver
- Catherine Keeling
- Ryan Larkan
- Ed McFadden
- Ryan Rochefort

Time	Item
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9:00 a.m.	1. Call to Order
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Time	Item
	a. Roll Call/Quorum
9:05 a.m.	2. Opportunity for Public Comment Any person may address the Committee at this time on any subject within the jurisdiction of the California Avocado Commission.
9:10 a.m.	3. Approval of Minutes a. Consider approval of Production Research Committee Meeting Minutes of May 18, 2022
9:15 a.m.	4. Research Program Directors Report a. Update on UC breeding program b. Avocado branch canker funding update c. WAC 2023 update
9:30 a.m.	5. Discussion Items a. Update on research trial "Safety and Efficacy of Herbicides in Bearing Avocado Groves," Dr. Peggy Mauk, UC Riverside
10:15 a.m.	6. Action Items a. Consider request for funding support for Avocado Brainstorming 2022 b. Consider request for funding for proposal, "Can overhead water application to control temperature and humidity increase yields, tree growth and health in avocado orchards." c. Consider request for funding for proposal, "Developing tools and information on crop water use and effective irrigation management for more profitable and sustainable avocado production." d. Consider request for funding for proposal, "Commercial-scale field testing and potential release of five elite advanced rootstocks."
1:00 p.m.	7. Adjourn Meeting

Disclosures

The times listed for each agenda item are estimated and subject to change. It is possible that some of the agenda items may not be able to be discussed prior to adjournment. Consequently, those items will be rescheduled to appear on a subsequent agenda. All meetings of the California Avocado Commission are open to the public and subject to the Bagley-Keene Open Meeting Act.

All agenda items are subject to discussion and possible action. For more information, or to make a request regarding a disability-related modification or accommodation for the meeting, please contact

April Aymami at 949-341-1955, California Avocado Commission, 12 Mauchly, Suite L, Irvine, CA 92618, or via email at aaymami@avocado.org. Requests for disability-related modification or accommodation for the meeting should be made at least 48 hours prior to the meeting time. For individuals with sensory disabilities, this document is available in Braille, large print, audiocassette or computer disk. This meeting schedule notice and agenda is available on the internet at <https://www.californiaavocadogrowers.com/commission/meeting-agendas-minutes> and <http://it.cdfa.ca.gov/igov/postings/detail.aspx?type=Notices>.

If you have questions on the above agenda, please contact Tim Spann at tim@spannag.org or 423-609-3451.

Summary Definition of Conflict of Interest

It is each member's and alternate's responsibility to determine whether they have a conflict of interest and whether they should excuse themselves from a particular discussion or vote during a meeting. To assist you in this evaluation, the following *Summary Definition of Conflict of Interest* may be helpful.

A Commission *member or employee* has a conflict of interest in a decision of the Commission if it is reasonably foreseeable that the decision will have a material effect, financial or otherwise, on the member or employee or a member of his or her immediate family that is distinguishable from its effect on all persons subject to the Commission's jurisdiction.

No Commission member or employee shall make, or participate in making, any decision in which he or she knows or should know he or she has a conflict of interest.

No Commission member or employee shall, in any way, use his or her position to influence any decision in which he or she knows or should know he or she has a conflict of interest.

**CALIFORNIA AVOCADO COMMISSION
PRODUCTION RESEARCH COMMITTEE
MEETING MINUTES**

July 27, 2022

A web/teleconference meeting of the Production Research Committee (PRC) of the California Avocado Commission (CAC) was held on Wednesday July 27, 2022 with the following people participating:

**MEMBERS PARTICIPATING
VIA TELECONFERENCE:**

Leo McGuire, Chair
Bryce Bannatyne
John Burr
Jason Cole
Jim Davis
Consuelo Fernandez
Darren Haver (9:10)
Ryan Rochefort
Rob Grether, *Ex Officio*

CAC STAFF PARTICIPATING:

April Aymami
Ken Melban

OFFICIALLY PARTICIPATING:

Dr. Tim Spann, Spann Ag Research & Consulting
Peggy Mauk, University of California, Riverside

GUESTS PARTICIPATING:

Kathryn Uhrich, Dean, College of Natural & Agricultural Sciences, University of California, Riverside
Dani Shteinberg, Volcan Center, Israel

CALL TO ORDER

Leo McGuire, Production Research Committee (PRC) Chairman, called the meeting to order at 9:01 a.m. with a quorum present.

OPPORTUNITY FOR PUBLIC COMMENT

Dr. Spann introduced Dr. Dani Shteinberg, Plant Epidemiologist from the Volcani Center, Israel, who is spending four months in California on a sabbatical. Dr. Shteinberg briefly introduced himself to the Committee and explained that he had previously worked on *Botryosphaeria* (one of the pathogens involved in the disease known as avocado branch canker in California) of avocados in Israel.

Dr. Kathryn Uhrich, Dean for the College of Natural and Agricultural Sciences at UC Riverside provided the Committee with an update on the transfer of 43 acres of land at

the South Coast Research and Extension Center (SCREC) in Irvine to the University of California, Irvine (UCI) to build faculty housing. She explained the long history of UCI's efforts to obtain the land at SCREC and how former UCI President Michael Drake is now the Chancellor of the UC system. Dean Uhrich and committee member Darren Haver, Director of SCREC, provided an overview of the avocado trees that would be lost if this transfer takes place, including the avocado species collection, the avocado rootstock germplasm block, and a portion of the avocado scion germplasm. The Committee members asked numerous questions of Dr. Uhrich and it was agreed that the California Avocado Commission should address this issue directly with Chancellor Drake to see what could be done. Ken Melban, CAC VP Industry Affairs, said that he and CAC Chairman Rob Grether would initiate a conversation with Chancellor Drake.

APPROVAL OF MINUTES OF MAY 18, 2022 PRODUCTION RESEARCH COMMITTEE MEETING

MOTION

To approve the minutes of the May 18, 2022 Production Research Committee meeting.

(Rochefort/Burr) MSC Unanimous

Motion 22-7-27-1

RESEARCH PROGRAM DIRECTORS REPORT

Dr. Spann updated the Committee on the University of California's avocado breeding program's engagement with Eurosemillas to provide funding to the program and to serve as the worldwide master license holder for new UC avocado scion and rootstock varieties going forward. Dr. Spann explained that he and Ken Melban had a call with representatives of Eurosemillas and UC Riverside Office of Technology Transfer on July 16, 2022, where they presented a draft plan for the commercial release of new varieties. The plan included an annual royalty payment by growers for new UC avocado trees instead of a one-time royalty payment when the trees were purchased. Dr. Spann explained that he and Ken Melban told the Eurosemillas representatives they believed the new royalty structure stood little chance of being positively received by California growers, but that Eurosemillas should proceed with their plans to present the proposed structure to California growers and see what feedback they get.

Dr. Spann reminded the Committee that at their previous meeting they had asked to receive a proposal to explore registering fungicides for use against avocado branch canker (ABC). Dr. Spann explained that he had spoken to Dr. Themis Michailides who had recently finished an ABC project for CAC and that Dr. Michailides explained that his post-doc, Herve Avenot, who had done most of the work on the previous project was a candidate for the vacant avocado plant pathology extension specialist position at UC Riverside. Dr. Michailides said that if Herve is selected for the position at UC Riverside, he would like to allow him to be the lead PI on the fungicide work, but if he is not

selected then Dr. Michailides would be happy to submit a proposal. Thus, the Committee does not have a proposal to review at today's meeting on this topic.

Dr. Spann informed the Committee that registration was open for the World Avocado Congress to be held in Auckland, New Zealand, April 2-5, 2023. He also mentioned that the California Avocado Society is planning to arrange a post-congress tour of avocados in New Zealand and Australia following the Congress.

Next Dr. Spann explained to the Committee that Dr. Mark Hoddle had returned to Mexico to test a new formulation of the avocado seed weevil pheromone and, thus, was unable to attend today's meeting to provide the Committee with an update on his project related to the Avocado Lace Bug. Dr. Hoddle had apologized for not being able to attend and stated he would be happy to update the Committee on his work at a later meeting.

Finally, Dr. Spann told the Committee that he had visited with Dr. Lauren Garner at Cal Poly San Luis Obispo on Monday to see the avocado rootstock trial planted there. He told the Committee the trial was doing well, but that Dr. Garner may be asking for some additional support for the project at a later date.

DISCUSSION ITEMS

A. Update on research trial, "Safety and efficacy of herbicides in bearing avocado groves."

Dr. Peggy Mauk, UC Riverside, explained to the Committee that she had taken over this project upon the passing of Dr. Travis Bean. She explained to the Committee members that the project's focus was to evaluate herbicides currently registered for use on bearing citrus in California for potential use on avocados since this would be the quickest route to get new products registered for avocado use. The project was evaluating two post emergence and four pre-emergence products, including Matrix, Alion, and Treevix. Dr. Mauk presented efficacy and phytotoxicity data on the trials that had been completed to date and explained that the combination application of Matrix and Alion has performed very well, and she would recommend submitting these products to the IR-4 program for residue trials to get them registered for use on avocados. She explained that the product registrants were supportive of an avocado registration and that the products would need to be submitted to IR-4 by August 3rd to be included in their next cycle. The Committee agreed that Matrix and Alion should be submitted to IR-4. Dr. Mauk then explained that she would like to conduct some tests with the product Shark EW in the final few months of the funding she has from CAC and the Committee agreed this would be a good product to test.

ACTION ITEMS

A. Consider request for funding support for the Avocado Brainstorming 2023

Dr. Spann began by reminding the Committee of the history of the avocado brainstorming and what the meeting is about. He reminded the Committee of CAC's prior support for the meeting, most recently \$10,000 for the 2018 Brainstorming in South Africa. Discussion ensued and the Committee questioned whether it is CAC's role to support the professional development of researchers by sponsoring a meeting such as the Brainstorming. There was agreement that, while such support is not necessarily CAC's role, it is in CAC's interest to support the development of the researchers they work with. Discussion continued and there was general agreement that it would be good for the CAC Board to have the opportunity to discuss the merits of supporting the Brainstorming meeting.

MOTION

To recommend the Board consider supporting the Avocado Brainstorming meeting at the level of \$10,001 or more with the stipulation that a report and accounting of how the funds were spent be submitted to CAC following the meeting

(Davis/Cole) MSC Unanimous

Motion 22-7-27-2

B. Consider request for funding for the proposal, "Can overhead water application to control temperature and humidity increase yields, tree growth and health in avocado orchards."

Dr. Spann explained that the genesis of this proposal was an email to him and Leo McGuire in 2021 asking for the PRC to consider providing funding for a project on overhead irrigation for heat mitigation. The PRC had already made decisions regarding funding and the proposer was asked to resubmit their request for the next round of funding consideration. Discussion ensued and a number of issues were raised by Committee members. The first objective of the proposal was to understand "what effect does the application of overhead irrigation during extreme heat events have on productivity," and the Committee question whether this objective could be answered in the study's 5-year timeline by planting new trees. The Committee questioned if it would be better to install a system like that proposed in a mature grove to answer the question of productivity. Discussion continued and several Committee members stated that they were aware of growers who have already installed overhead irrigation systems for heat mitigation, and wouldn't the industry be learning from their experiences? The Committee questioned what additional benefits would be gained if the proposal was funded. The discussion also touched on the volume of water required to run an overhead irrigation system for heat mitigation and how many growers have the water availability to even try installing such a system, thus, would many growers benefit if the proposal was funded? Concern was also raised about the apparent conflict of interest of a seated board member submitting a proposal and not calling out the conflict of interest.

Chairman McGuire asked for a motion to recommend funding the proposal, but one was not made.

C. Consider request for funding for proposal, “Developing tools and information on crop water use and effective irrigation management for more profitable and sustainable avocado production.”

Dr. Spann reminded the Committee that at their May 18 meeting they had asked for Dr. Ali Montazar to submit a proposal to expand his California Department of Food and Agriculture funded project on reevaluating the crop coefficient for avocado water use to the northern part of the avocado growing area and that was the proposal before the Committee for their consideration. Discussion ensued and there was general agreement that, given ongoing water shortages in California and the fact that water is most growers single greatest cost, having accurate data on avocado crop water needs is critical for the industry. There was discussion about the value of adding more sites to the current project funded by CDFA. Dr. Spann explained that the current project is limited to San Diego and Riverside Counties where water quality tends to be poor, and the climate is significantly different than the northern growing areas. Thus, to ensure the project generates the most accurate results it would be beneficial to include sites in the northern growing areas. Some questions arose about the costs of materials for the project and if there was any potential to decrease the budget.

MOTION

To recommend the Board fund the proposal and that Dr. Spann work with Dr. Montazar to determine if there is any potential for savings in the proposed budget.

(Burr/Rochefort) MSC Unanimous

Motion 22-7-27-3

D. Consider request for funding for proposal, “Commercial-scale field testing and potential release of five elite advanced rootstocks.”

Dr. Spann reminded the Committee that in 2019 CAC had funded Dr. Patricia Manosalva to establish commercial-scale trials of the five most promising rootstock selections in the UC Riverside breeding program with intention of developing the necessary data to decide about releasing the selections commercially. Those trials had been planted in 2019, 2020 and 2021 and the proposal before the Committee is to continue the evaluation of those trials. Discussion ensued and there was general agreement that it was in the industry’s best interest to continue the data collection on these rootstocks since some of them appear to be promising with regard to salinity and phytophthora tolerance. There were concerns raised about the value of continuing to support some of the trials included in this funding request that were not specifically part of the 2019 funding. These included a trial in Bonsall in which many of the trees have died and many of the remaining trees receive poor health ratings. Also considered of low priority were two trial sites at Limoneira that were established in 2016 and are small plot trials with few trees of each rootstock.

MOTION

To recommend the Board fund the proposal pending the review of what sites are maintained with the funding and for the funding not to exceed \$75,000 annually.

(Davis/Haver) MSC – Vote Tally: Yea 5, Nay 1, Abstain 1 (Fernandez)

Motion 22-7-27-4

ADJOURN MEETING

Leo McGuire, Production Research Committee (PRC) Chairman, adjourned the meeting at 11:58 a.m.

Respectfully submitted,

Timothy Spann

EXHIBITS ATTACHED TO THE PERMANENT COPY OF THESE MINUTES

EXHIBIT A July 27, 2022 Production Research Committee AB 2720 Roll Call Vote Tally Summary



CALIFORNIA AVOCADO COMMISSION
Production Research Committee
AB 2720 Roll Call Vote Tally Summary

To be attached to the Meeting Minutes

Meeting Name: <i>California Avocado Commission Production Research Committee Meeting</i>	Meeting Location: <i>Hybrid In-person (Irvine) Online (Zoom)</i>	Meeting Date: <i>July 27, 2022</i>
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Attendees Who Voted	<u>MOTION</u> <u>22-7-27-1</u>	<u>MOTION</u> <u>22-7-27-2</u>	<u>MOTION</u> <u>22-7-27-3</u>	<u>MOTION</u> <u>22-7-27-4</u>
Leo McGuire, Chair	Yea	Yea	Yea	Yea
Bryce Bannatyne	Yea	Yea	Yea	Nay
John Burr	Yea	Yea	Yea	Yea
Jason Cole	Yea	Yea	Yea	Yea
Jim Davis	Yea	Yea	Yea	Yea
Consuelo Fernandez	Yea	Yea	Yea	Abstain
Darren Haver	Yea	Yea	Yea	Yea
Ryan Rochefort	Yea	Yea	Yea	Yea
<i>Outcome</i>	Unanimous	Unanimous	Unanimous	6 Yea, 1 Nay, 1 Abstain



Tim Spann <tim@spannag.com>

Re: rootstock proposal

1 message

Patty MD <pmanosal@ucr.edu>
To: Tim Spann <tim@spannag.com>

Sun, Aug 7, 2022 at 1:41 PM

Dear Tim

I hope this email finds you well.

As you mentioned in the email I was not hoping for this response. I agreed to remove 2 limonera plots and Nicks, so I adjusted the budget accordingly.

As I mentioned in my proposal and in my budget I was already subsidizing a lot of travel for me and my team to have room for other things since salary is more important to me.

I revised the budget accordingly and I hope we can discuss this and if necessary I can meet with the board by zoom. Collecting the data in these plots, updating maps and relabel the trees requires minimum two people as you know I have been going with the guys except in Fall and I am not adding my charges. I am not adding the extra times the guys go to update and relabel trees since we cannot do all at the same time of data collection is too much.

Even if I said I will use some funds from my USDA grants, those can only be used for travel and some new trees I will order which are expensive to replace some rootstock accessions since those are the categories I budgeted, however these do not cover my personnel (Amber and Matthew) which are more important

75K/year is just enough to cover their salaries which means there will be no room for travel. In addition, my USDA grants will expire Sept 2024 and this cycle is until Oct 2025 which will put me in deficit if I accept the 75K/year. In addition, I have never charged any summer salary for me in any of the previous grants despite the fact I have been always conducting travels since for me it is important to see the plots and work directly with growers and managers.

I hope you, board, and PRC members can discuss and my review my request to increase minimum \$43,884 for the 3 years, see the revised budget. You are proposing \$225K per 3 year cycles and I am asking if you can reconsider and increase it to minimum \$268,884. As I mentioned in the file I will take care of the salaries increase and merits

Thanks so much and I hope you can direct my concerns and my revisions to the PRC and board members since I think is fair for both CAC and my team. I am planing in submit several cycles of NSF and more USDA grants next year so I can still subsidizing the projects

My best regards

Patty

Patricia Manosalva
Associate Professor
Director of the UCR Avocado Rootstock Breeding Program
Dept. Microbiology and Plant Pathology
University of California, Riverside
Office: 951-827-3773

Proposed Budget

	plots Nov. 2022-Oct. 2023	plots Nov.2023 - Oct. 2024	plots Nov. 2024- Oct. 2025	Total 3 yrs
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Note:Manosalva is subsidizing all travel expenses (2x/year) because salaries are more expensive as well as hotel, gas and rentals. Also UCR team is also subsidizing gas in all trips.

Section 1: Collect data for 8 large plots (Leo McGuire (2), Westpack (1), John Lamb (2), Cris Sayer (1), Alina Ranch (1), Pete Miller (1) and), Amber, Matthew and Patty

Personnel salary and benefits for all sections

Amber Newsome (Assistant Specialist I) 50% EFT	\$26,100	\$29,407	\$30,289
Benefits	\$12,867	\$14,497	\$14,933
Matthew Elvena (Assistant Specialist I) 36% EFT	\$24,637	\$21,173	\$21,808
	\$12,146	\$10,439	\$10,751
SUBTOTAL	\$75,750	\$75,516	\$77,781

Travel

1. TRAVEL TO PLOTS AT NORTH

Miller, pine tree)

2023

(twice a year)

Car rental based on UCRconnexxus (travel.ucop.edu)

Car rental one day trip cargo van service= 68

Car rental one 5 day trip = 340

Gas @ \$3.54/gallon; 20 miles/gallon

TRAVEL TO COLLECT TREE DATA

Data collection

Rental car 5 days) twice	\$680	\$680	\$680
Gas (subsidized from my other grants involve travel)	\$500	\$500	\$500
Hotel comfort inn 4 nights ~200/night (twice/year) two people	\$3,200	\$3,200	\$3,200
Per diem 2 people x 5 days/1 wk trip	\$620	\$620	\$620
Patty's travel			

TRAVEL TO COLLECT HARVEST DATA

calculations are based on staying in Ventura overnight in Ventura for harvest once a year for plots (each plot separate since growers harvest different days) once a year

Rental car (2 days) x 5 plots	\$680	\$680	\$680
Gas	\$500	\$500	\$500
Hotel comfort inn 1 night ~200/night (once/year) two people x5plots	\$2,000	\$2,000	\$2,000
Per diem 2 people x 2 days x 5 plots, once a year (62/day)	\$1,240	\$1,240	\$1,240
Patty's travel			

1. TRAVEL TO PLOTS AT SOUTH

calculations are based on one day trips. Two trips for data collection and one for harvest

Leo McGuire

AdnaFarm

TRAVEL TO COLLECT TREE DATA

Data collection and harvest

Rental car (1 day)	\$408	\$408	\$408
Gas /milleage	\$250	\$250	\$250

SUBTOTAL TRAVEL Section 1 **\$10,078** **\$10,078** **\$10,078**

TOTAL SECTION 1 **\$85,828** **\$85,594** **\$87,859**

Section 2: Bonsall and Pine Tree (6 visits/year; Brandon 7.5% and Aidan 5%, MLA do the data analyses)

Travel Monitoring and harvest

Krnich - planted 2017

Tree measurements (1X)/YEAR) + 1 visit

Harvest (days) 1X/YEAR

Pine Tree - planted 2017
 Tree measurements (2X)/YEAR
 Harvest (days) 1X/YEAR
 Assumptions:

Round Trip mileage from Visalia for PineTree but will use Fallbrook for Krnich (RT is 40 miles)
 For south used 40 miles roundtrip as average
 for north used 200 miles one-way as average
 Assume reimbursement rate as a 3 year average will be 0.55 per mile
 Assume lodging on average is \$140/night and meals are \$60 per day for a total of \$200 per day
MLA TRAVEL \$3,800 \$3,800 \$3,800

UCR TEAM TRAVEL (Amber Newsome and Matthew Elvena)
 Car rental based on UCRconnexus (travel.ucop.edu)
 Car rental one day trip = 68
 Car rental one two day trip = 136.14
 Car rental one three day trip = 204.21
 Gas @ \$3.54/gallon; 20 miles/gallon

TRAVEL TO COLLECT TREE DATA
 Bonsall (minimum 3X visits a year)
 rental car
 gas

TRAVEL TO COLLECT TREE DATA 2X AND 1 HARVEST (travel include in the travels above)
 Pine Tree (3 visits a year, Overnight trip)
 rental car
 gas
 Hotel 1 nights/trip x 3 trips total x 2 people @ \$200/night
 Per diem 2 people x 3 trips x 2 days per trip @ \$62/day

SUBTOTAL TRAVEL Section 2	\$3,800	\$3,800	\$3,800
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analysis will be partially cover for the Manosalva lab
SERVICE
 shipping/sample (12 samples, fields)
 (12 samples, fields)

TOTAL ANNUAL (really need)	\$89,628	\$89,394	\$91,659	\$270,681.0
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TOTAL ANNUAL (can work with this and I will subsidize the salaries increase and merits)	\$89,628	\$89,628	\$89,628	\$268,884.0
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TOTAL CAC propose no enough	\$75,000	\$75,000	\$75,000	\$225,000.0
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Cal Poly Pomona Foundation and California Avocado Commission

Ground Lease at Pine Tree Ranch

This Ground Lease (Lease) is entered into on July 1, 2013 by and between Cal Poly Pomona Foundation, Inc. (Foundation) and California Avocado Commission (CAC).

Recitals

- A. Foundation, an official auxiliary organization of the California State University (CSU), formed for purposes supportive of the California State Polytechnic University, Pomona (University), operates as an auxiliary organization pursuant to Section 89900 of the California Education Code and Section 42400 of Title 5 of the California Code of Regulations;
- B. CALIFORNIA AVOCADO COMMISSION, a California state government agency, organized pursuant to Chapter 5, Division 22 of the California Food and Agricultural Code;
- C. Foundation has entered into a Master Operating Agreement with Trustees of The California State University (Trustees) to support the educational mission of University, by providing, among other functions agricultural aid-to-instruction and real property development on behalf of University;
- D. Foundation and CAC desire to enter into a Lease for of a portion of a 53 acre property commonly referred to as Pine Tree Ranch (Pine Tree) at 19455 E. Telegraph Road, Santa Paula, California, more specifically identified as 11 acres (Site) of the property as shown on exhibit "A".

Agreement

NOW, THEREFORE; the parties hereto agree to the following terms and conditions:

Section 1. Representations and Warranties of Foundation. Foundation makes the following representations and warranties to CAC as of the date of the execution of this Lease:

- a. Foundation is duly established, has full legal right, power, and authority to enter into this Lease and to carry out and consummate all transactions contemplated by this Lease, and by appropriate action, has duly authorized the execution and delivery of this Lease.
- b. Foundation is fee owner of the property under its wholly owned subsidiary Cal Poly Kellogg Unit Foundation.
- c. The officer of Foundation executing this Lease is duly and property in office and fully authorized to execute the same.
- d. This Lease has been duly authorized, executed and delivered by Foundation.

Section 2. Representation and Warranties of CAC. CAC makes the following representation and warranties to Foundation as of the date of the execution of this Lease:

- a. CAC has full legal right, power and authority to enter this Lease and to carry out and consummate all transactions contemplated by this Lease, and by proper action have duly authorized the execution and delivery of this Lease.
- b. The officers of CAC executing this Lease are fully and properly holding their respective offices and are fully authorized to execute this Lease.
- c. This Lease has been duly authorized, and executed and delivered by CAC, and will constitute a legal, valid and binding agreement of CAC, enforceable against CAC in accordance with its terms.

Section 3. Lease and Site. Foundation hereby leases to CAC and CAC hereby leases from Foundation, subject to the rights already granted to others in accordance with the attached exhibit B including all known recorded documents relating to the property.

Section 4. Possession. Foundation covenants to deliver possession of the Site, subject to any existing grants of easements, to CAC upon commencement of the term of this Ground Lease as set forth in Section 8 herein. Foundation will disclose any known conditions including environmental contamination that would adversely affect CAC's use of the Site to the best of its knowledge.

Section 5. As-Is Condition. The Site is leased in an as-is condition. Without limiting the foregoing, Foundation does not warrant the suitability of the soil on the Site for support of any improvement to be made by CAC thereon including, but not limited to avocado trees. Foundation represents, to its knowledge; it is unaware of any environmental hazard associated with the leased land at the time CAC takes possession of the premises. CAC shall not use, nor permit the use by any other person of any Hazardous Substance in violation of any applicable Law, including storage, handling, release, emission, discharge, disposal, generation, abatement, disposition or transportation of Hazardous Substance from, on or otherwise relating to the Site that violates any applicable law. If CAC discovers Hazardous Substances on the Site it shall immediately report the discovery in writing to Foundation.

Section 6. Quiet Enjoyment. Foundation covenants that, subject to limitations expressly set forth herein, CAC, upon performing all covenants in this Lease, may quietly have, hold and enjoy all of the Site during the term of this Lease and any extended term hereof, without hindrance or interruption by Foundation. CAC shall not use or permit any other person to use the Site, or any part thereof, which constitutes a waste, nuisance or unreasonable annoyance to Foundation. CAC hereby acknowledges that it will obtain access to the Site by use of a common driveway used by others to access the dwelling and other grove areas and that CAC is obligated to operate in such a manner that the utmost care is taken in maintaining the Site and Pine Tree in a secure manner in cooperation with others. CAC also hereby acknowledges that the dwelling, while currently vacant, is intended for residential occupancy and all manner of business on Pine Tree shall be such that a resident's quiet enjoyment shall not be disturbed.

Section 7. Base Rent. Monthly rental shall be paid by CAC in accordance with the following schedule:

Year 1: \$1,450 per month

Year 2: \$1,500 per month
Year 3: \$1,553 per month
Year 4: \$1,608 per month
Year 5: \$1,664 per month
Year 6: \$1,722 per month
Year 7: \$1,782 per month
Year 8: \$1,845 per month
Year 9: \$1,910 per month
Year 10: \$1,976 per month

Section 8. Term and Termination. This Lease shall commence on July 1, 2013 for a period of ten (10) years and shall expire at the end of said term, unless such term is extended by written agreement signed by the parties hereto or sooner terminated as hereinafter provided. The parties may terminate this Lease by:

- a. Mutual written agreement of the parties to this Lease; or
- b. Unilateral written notice by CAC no earlier than the first (1st) day of the sixty-first (61st) month of the lease term. Such notice shall be provided to Foundation by CAC in writing no later than one hundred eighty (180) days prior to the date of termination.
 - i. CAC shall be subject to payment of a fee for early termination which will be equal to the cost to replant the 11 acres with avocados as reasonably determined by Foundation. Such cost shall be based on an industry standard established by the latest replacement cost of avocado trees/acre established by U.C. Cooperative Extension. CAC shall be credited with the pro-rated value of remaining useable trees based on the same industry standards.
- c. This Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors or assigns, provided, however, that this Lease shall not be assigned by CAC without Foundation's prior written approval. In addition, should Foundation sell the property to a third party, Foundation shall notify CAC upon opening of escrow that the property is being sold. Any sale of the property shall be subject to this Lease.

Foundation acknowledges that it is leasing irrigated lands to CAC for the production of permanent tree crops. As such, in the event that water service is interrupted due to equipment failure or other reasons, Foundation agrees to timely make necessary repairs. Any lapse in water service that reasonably would cause permanent damage to CAC's trees and/or unreasonably interrupt CAC's use of the property for its intended purpose, shall be cause for termination of this lease by CAC without penalty or early termination fees as provided in this Section 8.

Section 9. Option to Extend. Foundation grants CAC the option to extend the term of this lease for two (2) five (5) year periods. CAC shall provide 180 day written notice to Foundation of its intent to extend its lease term.

Section 10. Base Rent During Option Period. Rent for the two (2) option periods shall be based on the then current market rental value of the property at the time of commencement of the option. Upon receipt of written notice by CAC, Foundation will provide CAC with its determination of the base rent. Such base rent will become effective on the first day of the option period. Should CAC disagree with the base rent established by Foundation, both parties agree to engage the services of an appraiser or land agent to determine the market rental value. Selection of the appraiser or land agent will be mutually agreed upon and payment for services shall be shared equally by both parties.

Section 11. Use of Premises. CAC may use the Site in accordance with the terms of this Lease for purposes of planting and maintaining avocado trees for research and education purposes, including but not limited to field trials on cultural management techniques and field demonstrations for producers. CAC shall have access to, and use of potable domestic water and irrigation water from the well located on the Premises. CAC will utilize the common entry driveway to Pine Tree in cooperation with others who access Pine Tree, including any tenant who may reside in the residence on site.

CAC understands and covenants that a material inducement for entering this lease is the intent by CAC to support the mission of the University in its use of the Site, including but not limited to a.) Collaboration with University faculty in connection with its research b.) Utilizing University students for internships and other opportunities to support the hands-on learning approach c.) Providing financial support to the University or d.) support of the Foundation's efforts to renovate the residence at Pine Tree. Upon each anniversary of this lease, CAC will provide a written report to document its efforts in support of the University as referenced herein.

Section 12. Ownership of Improvements. CAC will be the sole owner of all avocados and lemons produced on the Site as well as trees that are planted by CAC. CAC may dispose of all fruit produced from the Site and may dispose of it in any manner it deems appropriate, keeping in mind Section 11 and its obligations to support the mission of the University. Upon Termination, all rights, title and interest in and to all improvements made by CAC to the Site shall vest in Foundation free and clear of any and all liens and encumbrances created or caused by CAC.

Section 13. Utilities and Maintenance. CAC shall pay 21% of all costs associated with the property including, but not limited to, property taxes, business license, electricity to the pump, well maintenance and United Water District Fees. CAC shall not be responsible for any capital improvements or costs associated with the well including the cost of replacement of equipment. Capital improvements shall be further defined by any improvement in excess of \$10,000 which is considered capital in nature by generally accepted accounting principles. CAC and Foundation agree that CAC may install a meter to gauge its water consumption and pay for water use based on actual readings to be verified by Foundation.

Section 14. Default. The occurrence of any of the following shall, at Foundation's election, constitute an event of default under this lease:

- a. The abandonment of any portion of the Site for a period of 60 days;

- b. CAC's failure to pay Foundation any amount due and payable hereunder after 10 days of original due date.
- c. A failure by CAC to observe and perform any other provision of this lease to be observed or performed by CAC, when such failure continues to the later to occur thirty (30) days after written notice thereof by Foundation to CAC.

Foundation may, at Foundation's election, terminate this lease by giving CAC notice of termination in the event of a default under this lease.

Section 15. Signs. CAC may install one sign on the Site with prior written consent by Foundation which shall not be reasonably withheld. CAC shall not use the name of Foundation or University for any purpose associated with this lease unless agreed upon in writing by Foundation on behalf of Foundation and University.

Section 16. Waste. CAC shall not knowingly commit, suffer or permit any waste or nuisance on the Site or any acts to be done thereon in violation of any applicable laws or ordinances.

Section 17. Taxes and Assessments. CAC shall pay 21% of all taxes, assessments, or charges, which at any time may be levied upon any interest CAC may have under this lease (including both the land and improvements). It is understood that this lease may create a possessory interest subject to property taxation and CAC may be subject to the payment of tax levied on such interest.

Section 18. Liens. In the event CAC shall at any time during the term of this lease cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Site, CAC shall pay, when due, all sums of money that may become due for any labor, services, materials, supplies or equipment furnished to or for CAC in, upon or about the Site and which may be secured by any mechanic's, materialmen's, or other lien against the Site or CAC's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or comes due, except that, if CAC desires to contest any such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or, if so stayed, said stay thereafter expires, CAC shall forthwith pay and discharge said judgment.

Section 19. Fair Employment Act. In the performance of this lease, CAC will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, or physical handicap. CAC will take affirmative action to ensure that applicants for employment are employed, and that its employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. CAC shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this section.

Section 20. Encumbrance of Leasehold. With exception of this lease, CAC shall not encumber Foundation's fee title. CAC shall not have the right to subject the lease to any mortgage nor subject this lease to any trust deed or other security devise.

Section 21. Amendments. This lease may not be amended, changed, modified, or altered without the prior written consent of the parties hereto.

Section 22. Waiver. The waiver by any party of a breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

Section 23. Indemnification. CAC shall defend, indemnify, hold harmless and protect Foundation and University, their agents, employees, officers, representatives, students, and volunteers from and against any and all costs, damage, expense, liability, loss (including without limitation attorney's fees and costs of litigation) to the extent arising out of or in connection with CAC's (including its contractors, agents, or those directly or indirectly employed by CAC for whose acts any of them may be liable) actions or activities as relate to the Site or failure to comply with any of its obligations contained in this lease, except as such loss or damage which was caused by the sole negligence or willful misconduct of Foundation or University. This indemnification includes the release of hazardous materials into the soil by CAC, its agents, employees, and invitees.

Foundation shall defend, indemnify, hold harmless and protect CAC, their agents, employees, officers, representatives, and volunteers from and against any and all costs, damage, expense, liability, loss (including without limitation attorney's fees and costs of litigation) to the extent arising out of or in connection with Foundation's or University's (including its contractors, agents, or those directly or indirectly employed by CAC for whose acts any of them may be liable) actions or activities as relate to the Site or failure to comply with any of its obligations contained in this lease, except as such loss or damage which was caused by the sole negligence or willful misconduct of CAC.

Section 24. Insurance.

(a) Carried by Tenant. CAC shall obtain and keep in force a Commercial General Liability policy of insurance protecting CAC, Foundation, and the State of California as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000, an "Additional Insured-Managers or Landlords of Premises Endorsement" and contain the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of CAC's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of CAC nor relieve CAC of any obligation hereunder. All insurance carried by

CAC shall be primary to and not contributory with any similar insurance carried by Foundation, whose insurance shall be considered excess insurance only.

(b) **Business Automobile Liability Insurance.** CAC shall obtain and keep in force Business Automobile Liability Insurance on an occurrence basis, covering owned, scheduled, hired, and non-owned automobile used by or on behalf of CAC and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability: \$1,000,000 Each Accident- combined single limit for bodily injury and property damage.

(c) **Additional Insured.** Additional Insured required within Section 23 (a) shall be as follows:

Cal Poly Pomona Foundation, State of California, the trustees of the California State University, the California State Polytechnic University Pomona, their officers, employees, representatives, agents, and volunteers (except for professional liability and worker's compensation insurance).

(d) **Description of Operations/Locations/Vehicles/Exclusions Added By Endorsement/Special Provisions.** As required within 8.2(a) the Description of Operations/Locations/Vehicles/Exclusions Added By Endorsement/Special Provisions within the certificate of insurance and original endorsements to the policies shall be as follows: Certificate Holders (Foundation) and State of California (University) are additional insured's on general liability, as required by written contract, with reference only to leased office space at Address, Suite Number(s), Pomona, CA 91768, occupied by Insured.

(e) **Certificate Holder.** As required within Section 23 (a) the Certificate Holder within the certificate of insurance and original endorsements to the policies shall be as follows:

Cal Poly Pomona Foundation, Inc.
3801 West Temple Avenue, Bldg. 55
Pomona, CA 91768

(f) **Carried by Landlord.** Foundation may maintain liability insurance as described in Section 24 (a), in addition to, and not in lieu of, the insurance required to be maintained by CAC. CAC shall not be named as an additional insured therein.

Maintenance of proper insurance, coverage is a material element of this lease. Failure of CAC to maintain or renew coverage or to provide evidence of renewal of successor policy may be treated by Foundation as a material breach of this lease.

Section 25. **Governing Law.** This lease shall be governed exclusively by the provisions hereof and by the laws of the State of California as amended from time to time.

Section 26. **Section Headings.** All headings, title or captions contained in this lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this lease.

Section 27. Notices. All notices herein which are to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given 3 business days after deposit in the United States Mail, certified and postage prepaid, return receipt requested and addressed as follows:

To Foundation: Cal Poly Pomona Foundation
3801 W. Temple Avenue, Building 55
Pomona, CA 91768
Attn: Executive Director

To CAC: California Avocado Commission
12 Mauchly, Suite L
Irvine, CA 92618
Attn: President

To University: California State Polytechnic University, Pomona
3801 W. Temple Avenue
Pomona, CA 91768
Attn: Dean, College of Agriculture

Nothing herein contained shall preclude the giving of any such written notice by personal service, in which event notice shall be deemed given when actually received. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other as herein above provided.

Section 28. Successors; Assignment. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors of the respective parties hereto. CAC may not assign or sublet this lease without the express written consent of Foundation.

Section 29. Holding Over. Should CAC hold over the expiration of the term hereof with the express or implied consent of Foundation, such holding over shall be deemed to be on a month-to-month basis, subject otherwise to all the terms and conditions of this lease.

Section 30. Restoration of Premises. Upon termination of this lease due to a material breach by CAC, Foundation shall have the option to require CAC, at CAC's own expense and risk, to restore the property as nearly as possible to the condition existing prior to execution of the lease.

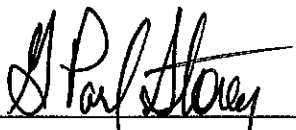
Section 31. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this lease shall be affected thereby, and each provision of the lease shall be valid and enforceable to the fullest extent permitted by law.

Section 32. Execution. This lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this lease may separately be executed by CAC and Foundation, and with the same force and effect as though the same counterpart had been executed by both its CAC and Foundation.

Section 33. Transparency. CAC hereby acknowledges that Foundation is subject to The Richard McKee Transparency Act of 2011.

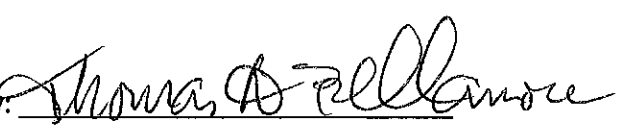
IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the date first set forth above.

CAL POLY POMONA FOUNDATION, INC.

By: 

G. Paul Storey, Executive Director

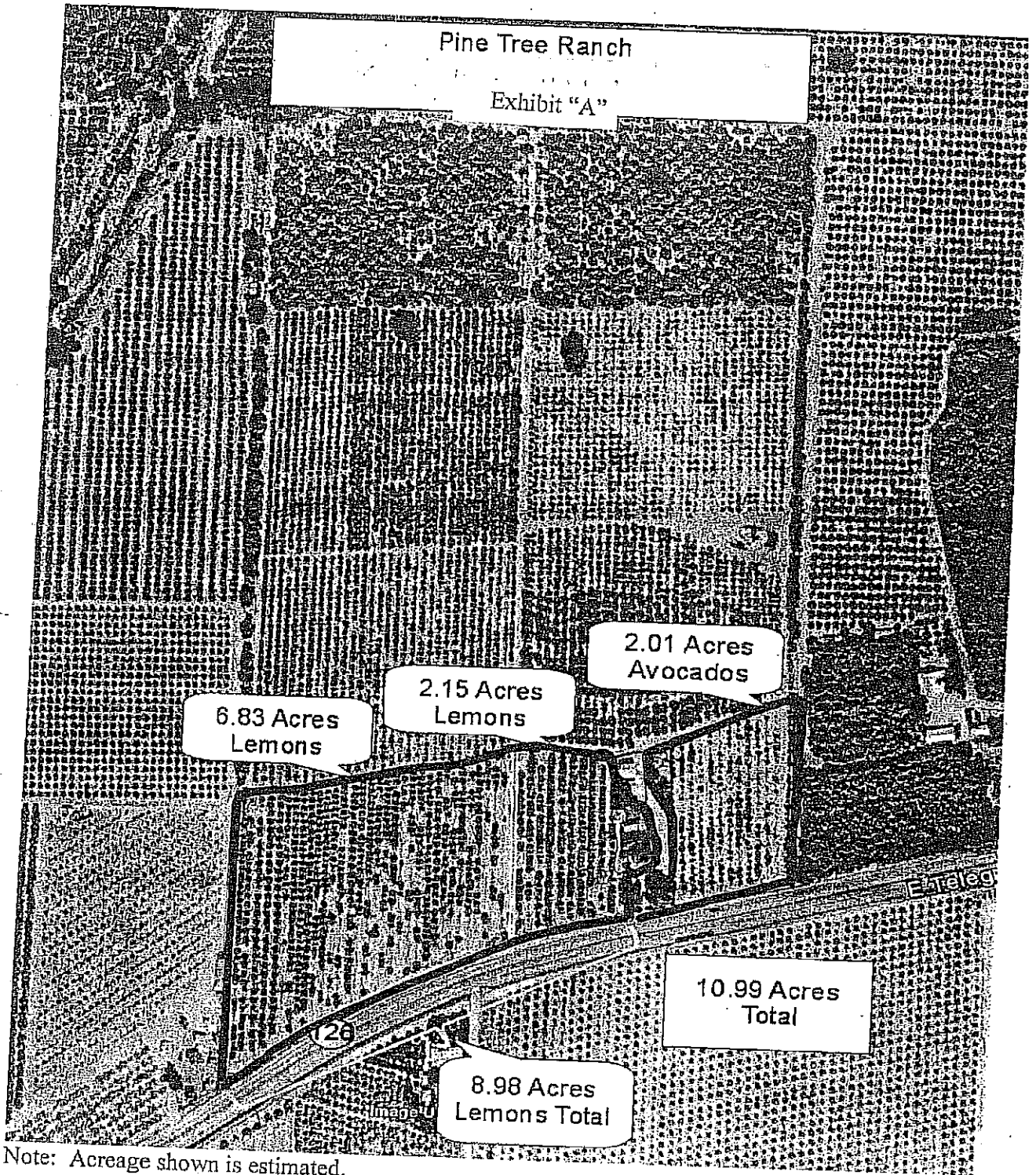
CALIFORNIA AVOCADO COMMISSION

By: 

Thomas A. Bellamore, President

Pine Tree Ranch

Exhibit "A"



Note: Acreage shown is estimated.

TO 1012-1 AB C
California Land Title Association
Standard Coverage Policy-1963

SCHEDULE A

Amount \$ 350,000.00 Effective Date **January 27, 1965**
at 8:00 a.m. Premium \$ 394.50
Policy No. 205745

INSURED

CARLTON WASMANSDORFF, VIRGINIA G. WASMANSDORFF, CARLTON
WASMANSDORFF, DONALD S. TEAGUE, JENNIE A. HARDISON, PEARL
A. SHOEMAKER and DONALD S. TEAGUE, JR.,

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

CARLTON WASMANSDORFF and VIRGINIA G. WASMANSDORFF, husband
and wife, as community property, as to an undivided 30%
interest, and CARLTON WASMANSDORFF, a married man as his
sole and separate property, as to an undivided 70% interest,

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is
a fee.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART I

- 1 Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- 2 Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 3 Easements, claims of easement or encumbrances which are not shown by the public records.
- 4 Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5 Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the location thereof; water rights, claims or title to water.

SCHEDULE B — (Continued)

PART II

1. A right of way for road purposes, 60 feet wide, as granted to William S. Riley in book 36 page 574 of Deeds, and as granted to W. S. Tharp, in book 44 page 296 of Deeds. (Said interest is presently vested in Pearl McNear, as to an undivided 1/2 interest, and Ruby Corrin, as to an undivided 1/2 interest.)
2. Rights of entry and rights of way and privileges conveyed by Morton Denison Hull to Artesian Water Company in deed dated September 12, 1902, and recorded in book 97 page 91 of Deeds.
3. All those certain rights of way, rights of entry and privileges as conveyed by Henry T. Cook, et ux., to Artesian Water Company in deed dated May 29, 1903, and recorded in book 97 page 73 of Deeds.
4. A deed of trust dated January 20, 1965, executed by Carlton Wasmandorff and Virginia G. Wasmandorff, husband and wife, to Title Insurance and Trust Company, a corporation, trustee, to secure an indebtedness of \$85,000.00 in favor of Donald S. Teague, a married man, as to an undivided 66.25% interest, Jennie A. Hardison, a widow, as to an undivided 27.50% interest, Pearl A. Shoemaker, a married woman, as to an undivided 5% interest, and Donald S. Teague, Jr., a married man, as to an undivided 1.25% interest, and any other amounts payable under the terms thereof, recorded January 27, 1965.

SCHEDULE C

The land referred to in this policy is described as follows:

Part of lots 2, 3 and 4 of Section 6, Township 3 North, Range 20 West, San Bernardino meridian, in the county of Ventura, state of California, as the same are designated and delineated upon the official plat of the survey of said land, filed in the District Land Office on December 18, 1874, and also a part of Parcel 1, as the same is designated and delineated upon that certain map entitled, "Map of the Subdivision of Lot No. 3 of Tract No. 2 of the Sespe Rancho, Ventura County, California", in the county of Ventura, state of California, recorded in book 3 page 37 of Maps, in the office of the county recorder of said county, and particularly described as an entirety as follows:

Beginning at a 4" x 4" redwood post set at the extreme easterly corner of said Parcel 1, at Station No. 82 of the final survey of Tract 2 of the Sespe Rancho, said post being in the north line of that certain public road locally known as and called "Telegraph Road"; thence from said point of beginning,

1st: - North 74° 50' East 9.55 chains along the north line of said "Telegraph Road", to a 2-inch iron pipe, 36 inches long, set 32 inches in the ground, set at the southwest corner of that certain parcel of land as conveyed by Henry T. Cook, et ux., to Mary Adeline Marshall in deed dated February 12, 1908, and recorded in book 107 page 324 of Deeds; thence,

2nd: - North 0° 15' West 26.92 chains to a 2-inch iron pipe, 36 inches long, set 30 inches in the ground, set in the north line of said section 6, Township 3 North, Range 20 West, San Bernardino meridian, from which a 2-inch galvanized iron pipe, 30 inches long, (top of which is flush with surface of ground), set at the corner common to sections 5 and 6 of Township 3 North, Range 20 West, San Bernardino meridian, and sections 31 and 32 of Township 4 North, Range 20 West, San Bernardino meridian, bears East 26.73 chains distant; thence,

3rd: - West 17.66 chains along the township line to a rock 22 inches by 6 inches by 5 inches in dimensions, marked "+"; thence,

4th: - South 0° 20' East 35.63 chains; at 23.75 chains a 2-inch iron pipe, 40 inches long, set 36 inches in the ground, set in the boundary line between said Parcel 1 of lot 3 of Tract 2, Sespe Rancho, and lot 4 of said section 6, Township 3 North, Range 20 West, San Bernardino meridian, from which said 4" x 4" redwood post, at Station No. 82 of the final survey of said Sespe Rancho, bears South 56° 02' East 10.15 chains distant; at 35.26 chains a 12-inch iron pipe; at 35.63 chains a point in the northerly line of said "Telegraph Road"; thence along same,

5th: - North 53° 23' East 10.40 chains to the point of beginning.

continued....

. EXCEPTING 50% of the minerals, oil, gas, or other hydrocarbon substances in and under said land, without, however, any right of surface entry or any right of entry in and to the subsurface thereof at a depth of less than 500 feet beneath the surface for the development or removal of said substances, as reserved by Pine Tree Ranch Company, in deed recorded January 27, 1965.

OK FOR STARTER - PLANK

OBS: Decree rec 11-15-57 in 1566/464 ver in notes 155767 pursuant to dir of 5-24-54. Cons O.I. 22 when reissuing.

Ease ver in 155767.

State of California }
County of Los Angeles } ss
On this 29th day of August
before me, H. E. Cornwell, a Notary Public in and
residing in said County of Los Angeles, State
of California, personally appeared W. G. Cebrian &
Lest known to me to be respectively the President
Secretary of the Simi Land and Water Company
Corporation that executed the foregoing instrument, and
they each of them acknowledged to me that said Cor-
poration executed the same.

In witness whereof, I have hereunto set my hand and
fixed my official Seal at my office in the City of
Los Angeles, in said County of Los Angeles, this day
and year first above written.



H. E. Cornwell
Notary Public for Los Angeles County, State
of California

Recorded at the Request of R. P. Strathorn Esq.
31 C. L. D. 1892. at 11 o'clock AM. 36/574 Needs

A. W. Brown, Notary Public

Alfred Joy et al. }
to

Wm S. Riley

This Indenture, made the 29th
day of August in the year of our Lord one thousand
eight hundred and ninety two, between Alfred Joy &
Mary et Joy (Husband and wife) of Ventura County
California, the parties of the first part, and Wil-
liam S. Riley of the same place, the party of the
second part, Witnesseth: That the said parties
of the first part, for and in consideration of the
sum of One Dollar to them in hand paid by the

said party of the second part, the receipt whereof is hereby acknowledged, Have granted, bargained and sold, Assigned, Conferred, and by these presents Do Grant, bargain, and sell, convey and confirm, unto the said party of the second part, and to his heirs and assigns forever, all that Certain lot or parcel of land, situate, lying and being in the County of Ventura, State of California, and bounded and particularly described as follows, to-wit: Being the Western part of fractional Section Six (6) in Township 3 N. R. 20 W. San Bernardino, Mexican particularly described as follows to-wit: Commencing at the corner of townships 3 and 4 N. Ranges 20 and 21 W. S. B. M. the same being Course S 20° of Tract 2 of Rancho Peape and running thence with township line East 26th Chains to redwood post in Stone mound, Thence South 10th Chains to redwood fence post set on right bank of gulch, thence S. 7° W. 6th Chains to point in North line of Rancho Peape from which a Cypress tree 21 inches in diameter standing on left bank of same gulch bears N. 7° E. 22 feet distant, thence with the North line of Tract 2 of Rancho Peape N. 55° 51' W. 30th chains to place of Common corner and containing 20th acre also the right of way across the Joy ranch to the public road by (60) feet broad as laid out on maps of Joy tract - Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions and reversion, remainder and remainders, rents, issues and profits thereof. To Have and to Hold all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever, this deed is made to correct deed dated May 19-1892 from grantors herein to grantees herein and recorded Book 36 of deeds at page 207 Ventura County Records. In witness whereof, the said parties of the first part have hereunto set their hands and

reads the day and year first above written.

Alfred Joy
Mary Est. Joy

State of California
County of Ventura } On this 30th day of August one thousand
eight hundred and ninety two, before me, Orestes Orr, a Notary
Public in and for said County and State, residing therein,
and commissioned and sworn, personally appeared the
said Joy and Mary Est. Joy, Husband and wife, known to me
to be the persons described in, and whose names are set
scribed to the annexed instrument, and they acknowledged
to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and seal
affixed my official Seal, the day and year in the Certi-
ficate first above written.



Orestes Orr,
Notary Public.

Recorded at the Request of W.S. Riley Aug 30th 1892
at 25 min past 10 o'clock AM.

Alfred Brown, Recorder,
By J. B. Wagner, Deputy

Las Posas Land & W. Co.

to
C. H. Salisbury } This Indenture, Made the
20th day of July in the year of our Lord, one thousand
eight hundred and ninety two, by and between Las Posas
Land and Water Company, a corporation organized and
existing under the laws of the State of California and
having its principal place of business at Fresno
Ventura County, California, the party of the first
part, and C. H. Salisbury, of same County and
State aforesaid, the party of the second part, witness-
eth: that the said party of the first part found
in consideration of Ten hundred and sixty seven
(\$67²⁰) gold coin of the United States of America, to wit

This Indenture, Made this Eleventh day of January
 in the year of our Lord one thousand eight hundred and ninety five Between
William S. Riley Ed Janet W. Riley, his wife
of the County of Ventura Ed state of California
 the parties of the first part, and R. S. Sharp of the County of
Ventura Ed State of California

the party of the second part,
 Witnesseth, That the said parties of the first part for and in consideration of the sum of
Twenty Nine Hundred and twenty five DOLLARS
Gold Coins of the United States of America, to them in hand paid by the
 said party of the second part, the receipt whereof is hereby acknowledged, do by these presents
 grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs
 and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the
 County of

Ventura Ed State of California

and bounded and particularly described as follows, to-wit: Being the Western part
of Fractional Section Six (6) in Township 3 N. R. 20
W. San Bernardino Meridian particularly described
as follows, to-wit: Commencing at the Corner
of Townships 3 and 4 North Range 20 E. T. 10.
S. B. M. the same being Corner S. 23" of Part 2 of
Rancho Sopa, and running thence with Township line
East 26.50 chains to redwood post in stone ground, thence
10.42 chains to redwood fence post on right hand of gravel
chance S 77° 20' 6.79 chains to point in North line of Rancho Sopa
from which a Quercus tree 21 inches in diameter standing on
left hand of same gravel bears N. T. E. 22 feet distant, thence
with the North line of tract 2 of the Rancho Sopa N. 53° 57'
W. 30.91 chains to the place of commencement and containing
23.60 acres, also the right of way across the Joy
Rancho to the Public road by Ditty foot (Co) Avenue as
laid out on Map of Joy tract.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging,
 or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues
 and profits thereof.

To Have and to Hold, all and singular the said premises, together with the appurtenances, unto the
 said party of the second part, and to his heirs and assigns forever.

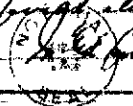
The within Instrument, the said part 160 of the first part no. 160 heretofore set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the Presence of

William S. Riley ^{and}
Janet W. Riley ^{and}

State of California }
County of Ventura } On this Eleventh day of
January, one thousand eight hundred and ninety five,
before me, L. A. Easton, a Notary Public, and for the County
of Ventura, duly Commissioned and sworn, personally
appeared William S. Riley & Janet W. Riley his
wife, whose names are subscribed to the aforesaid
Instrument, known to me to be the same persons
described in and who executed the said instru-
ment, who each of them acknowledged to me
that they respectively executed the same —
And the said Janet W. Riley, described as a
married woman, and the wife of the said William
S. Riley, upon examination, without the hearing of
her husband, made her acquaintance with the contents
of said instrument, and thereupon she acknowledged
to me that she executed the same and that she does
not wish to retract such execution.

In Witness whereof, I have hereunto set my hand
and affixed my official Seal, at my office, in the
County of Ventura, the day and year in this Certi-
ficate first above written, L. A. Easton, Notary Public
County of Ventura, State of California



Recorded at the request of R. S. Sharp
January 15, A. D. 1895 at 20 min. past 11 o'clock A. M.

Alfred Broun Recorder
By _____ Deputy

past 1 o'clock P. M.

J. L. Argebrits, County Recorder.

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97-91 Deeds

This instrument made this 12th day of Sept. A. D. 1902, between Morton Denison Hull, party of the first part, and Artesian Water Company, a corporation, organized and existing under the laws of the State of California, and having its principal place of business at the Town of Santa Paula, Ventura County, California, the party of the second part,

Witnesseth: That said party of the first part, for and in consideration of the sum of One Dollar to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and in further consideration of the covenants on the part of the party of the second part, hereinafter contained, does by these presents grant unto the party of the second part, its successors and assigns, rights of way and easements for water pipe lines, as hereinafter particularly described, in, upon, across, along and under that certain parcel of land, being a part of the Rancho Sespe, in said Ventura County, and particularly described as follows, to wit:

Parcel number one (1) as the same is designated and delineated upon that certain map entitled "Map of the Subdivision of Lot No. 3 of tract No. 2 of the Sespe Rancho, Ventura County, California", and recorded in the office of the County Recorder of said Ventura County, in book 3 of Miscellaneous Records (Maps) at page 37, said rights of way and easements being particularly described as follows:

First. A strip or tract of land eight feet wide lying equally on each side of the center line of the water pipe line of the party of the second part where the same is now constructed in, through, across, along and under said parcel one, which said center line is particularly described as follows: Beginning at a point in the North line of the County Road, distant South 53° 25' West 9.68 chains from a redwood post marked "S. 22 & P. 1" set in a mound of rock at the most easterly corner of said Parcel one; thence from said point of beginning,

North 0° 45' West 11.08 chains to a point in the Northerly line of said parcel one, distant North 56° 02' West 9.53 chains from the above described post marked "S. 22 & P. 1".

Second: A strip or tract of land eight feet wide lying equally on each side of the center line of the water pipe line of the party of the second part, where the same is now constructed in, through, across, along and under said parcel one, which said center line is particularly described as follows: Beginning at a redwood post 4" x 4" marked "R" set in the Northerly line of parcel No. 1, above described, distant South 56° 02' East 20.05 chains from a post marked "S. 23" set at the most northerly corner of said parcel No. 1; thence from said point of beginning, South 89° 45' West 16.65 chains to a post 2" x 2" x 12" marked "R", set in the West line of said parcel No. 1, at a point distant South 07' West 11.24 chains from said post marked "S. 23" set at the most northerly corner of said parcel No. 1;

Together with the right of ingress and egress to and over said strip of land by the party of the second part, its agents, servants and employees, and its successors and assigns, for the construction, renewal, repair, maintenance, operation and use of

such water pipe line, with the right to place and maintain on said right of way at least two weir boxes for measuring water from said water line.

Said party of the second part covenants and agrees in consideration of the grant of said right of way, that it will construct and maintain the said pipes over and through said rights of way so that the tops of said pipes to be placed therein shall lie not less than twelve inches below the ordinary surface of the ground; that it will refill all trenches in which pipes may be laid; and will leave the surface of the ground free from obstruction for its regular cultivation and husbandry, except where said weirs shall be placed. Said party of the second part further agrees to be responsible to said party of the first part for any damages that may occur to said premises, or to trees or crops growing thereon, by any reason whatever arising from the construction or maintenance of said pipe line, or water escaping therefrom.

Said second party further agrees in consideration of said grant of rights of way that it will within the irrigating season of each calendar year hereafter when water is being run by it through said pipe line for any purpose, and within twenty days after notice given by said party of the first part, as hereinafter provided, commence to furnish and deliver to said first party water for the irrigation of said parcel or, to the extent and quantity provided in said notice, but not to exceed a constant flow of seventy five miners' inches measured under a four inch pressure, and not to exceed ten inches rain measure per year for each acre of land, and at a price not to exceed that for which water is being pumped through said pipe line and furnished by said second party to other customers of water for irrigation, and in any event not to exceed a price equivalent to a uniform rate of eight (8) Dollars per acre for ten inches of water, rain measure, provided that said first party in order to be entitled to water in any irrigating season shall give twenty days' notice to said second party of his desire to have water, and the amount desired, and shall upon, and by reason of giving such notice become and be bound to pay for the amount of water so ordered upon the delivery or tender thereof to him, whether he shall receive or use such water or any portion thereof or not.

It is further expressly agreed that in case of the inability or refusal of said second party to furnish water to said first party in any year in the amount and within the time required by this contract, or in case said second party shall not run water through said pipe lines or either of them in good faith, for irrigating purposes in any calendar year, said rights of way shall, at the option of the said party of the first part, his heirs or assigns, revert to said first party, his heirs or assigns, provided he or they shall within thirty days after such default notify said second party, its successors or assigns, in writing, that under said option said rights of way shall revert as herein provided. It is agreed, however, that in case said rights of way, or either of them, shall revert as aforesaid said second party shall have sixty days after notice as aforesaid within which to remove all pipes laid therein, making compensation for all damage done to growing crops by such removal. All pipes not removed within sixty days after said notice as aforesaid shall become the property of the party of the first part, his heirs and assigns.

It is further agreed that any irrigation water which the party of the second part may deliver to said party of the first part at the latter's request in any year in addition to the quantity equivalent to ten inches of water, rain measure, shall be paid for at the rate then obtaining for said original quantity of ten inches, rain measure. The irrigating season shall include at least February, March, April and May of each year.

The provisions of this contract shall be binding upon the heirs, successors and

assigns of the parties hereto.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal, and the party of the second part has caused these presents to be executed by its president and attested by its Secretary, and its Corporate seal to be hereto affixed, in duplicate, the day and year first above written.



Morton Denison Hull, (Seal)
ARTESIAN WATER COMPANY,

By J. W. Rosenberg, President.

Attest: A. R. Rosenberg, Secretary.

State of California,
County of Ventura.

On this 21st day of July in the year one thousand nine hundred and three, before me, Arthur H. Blanchard, a Notary Public in and for the County of Ventura, State of California, residing therein, duly commissioned and sworn, personally appeared J. W. Rosenberg known to me to be the President and A. R. Rosenberg known to me to be the Secretary of the Corporation, described in, and that executed the within and annexed instrument, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Ventura, the day and year in this certificate first above written.



Arthur H. Blanchard,
Notary Public in and for the County of Ventura, State of California.

State of Illinois,
County of Cook.

On this 27th day of October, in the year of our Lord one thousand nine hundred and two, before me, John A. Verhoeven, a Notary Public in and for the County of Cook and State of Illinois, residing therein, duly commissioned and sworn, personally appeared Morton Denison Hull, known to me to be the person that executed the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I hereunto set my hand and affix my official seal at my office in the County of Cook and State of Illinois the day and year in this Certificate first above written.



John A. Verhoeven,
Notary Public.

Recorded at the request of Toland & Rogers July 22nd A. D. 1903, at 3 o'clock P. M.

J. L. Argabrite, County Recorder.

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forever.

Reserving however to the said party of the first part during the remainder of her natural life, and annual rent of \$400.00 four hundred Dollars per annum, payable annually on the first day of December of each year, so long as she, the said Amelia A. Mayhew shall live, which is hereby made a charge and lien upon the estate hereby granted.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal, the day and year first above written.

Amelia A. Mayhew (Seal)

State of California,
ss.
County of Ventura.

On this 23 day of June in the year of our Lord one thousand nine hundred and three before me, W. D. Wright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Amelia A. Mayhew (widow) known to me to be the person described in, and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said County, the day and year in this Certificate first above written.

W. D. Wright,
Notary Public in and for the County of Ventura,
State of California.



Recorded at the request of Blackstock & Orr July 13th A. D.
1903 at 35 min. past 10 o'clock A. M.

J. L. Argabrite, County Recorder.

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97-73 Deeds

✓ THIS INDENTURE, made this 29th day of May, 1903, between Henry T. Cook and Sarah Ellen Cook, his wife,, both of the County of Ventura, State of California, the parties of the first part, and ARTESIAN WATER COMPANY, a Corporation, organized and existing under the laws of the State of California, and having its principal place of business at Santa Paula, California, the party of the second part,

WITNESSETH: That said parties of the first part, for and in consideration of the sum of one dollar, in lawful money of the United States, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey, to the party of the second part its successors and assigns, a right of way and easement for a water pipe line, in, upon, across, along and under that certain strip or parcel of land, in said Ventura County, and being eight (8) feet in width, that is to say four (4) feet in width on each side of the center line thereof,

which said center line thereof is particularly described as follows, to wit: Commencing at a point in the North East line of Parcel One, as said Parcel One is designated and delineated upon that certain map entitled "Map of the Subdivision of Lot No. 3 Tract No. 2 of the Sespe Rancho, Ventura County, California", and recorded in the office of the County Recorder of said Ventura County, in Book 3 of Miscellaneous Records (Maps) at page 37 (and hereby referred to and by reference made a part hereof) distant North 56° 2' W. 9.53 chains from the most-easterly corner of said Parcel One, and running thence North 45' West 11.11 chains to a redwood stake 2" x 2" x 1 foot long marked "I";

There is also hereby granted a right of way and easement to the party of the second part, its successors and assigns, for a reservoir site, upon and over that certain parcel of land described as follows: Commencing at said stake marked "I" hereinabove mentioned and running thence South 89° 15' West 12 links to a stake 4" x 5" by 4 feet long set two feet in the ground, marked "R.R."; thence N. 54' W. 1.625 chains to a redwood post 4" x 5" by 4 feet long marked "R.R." and set 2 feet in the ground; thence N. 89° 15' E. 1.625 chains to a redwood post 4" x 5" by 4 feet long, set two feet in the ground and marked "R.R."; thence S. 45° E. 1.625 chains to a redwood post 4" x 5" by 4 feet long marked "R.R." and set 2 feet in the ground; thence S. 89° 15' W. 1.505 chains to the point of beginning of said reservoir site.

There is also hereby granted to the party of the second part its successors and assigns, the right of way and easement for a water pipe line, flume or other conduit, in, upon, over and across that certain strip of land ^{being} eight (8) feet in width, that is to say four (4) feet in width on each side of the center line thereof, which said center line is described as follows:

Commencing at a point in the West line of said Reservoir site, distant N. 45° W. 35 links from the said redwood post set at the Southwest corner of said reservoir site, and running thence N. 82° 15' W. 9.45 chains, more or less, to a redwood post 4" x 5" by 4 feet long set 2 feet in the ground, in the east line of lands of Tharp;

The rights of way and easements hereby granted for water line and reservoir site being situate in Lot 4 of Section 6, in Township 3 North of Range 20 West 3 B. M.

Together with the right of ingress and egress to and over said strips of land, and to and over said reservoir site, by the party of the second part, its agents, servants and employees, and its successors and assigns, for the construction, renewal, repair, maintenance, operation and use of said water line, and reservoir.

TOGETHER also with the right to place and maintain on and in connection with said water line, two weir boxes for measuring water;

Said party of the second part shall bury said pipeline beneath the reach of the plow, and shall leave the surface of the ground free from obstruction for its regular use and cultivation, wherever said pipe line shall be used;

In the event that said right of way and easement shall be abandoned by the party of the second part its successors or assigns, the same shall revert to the parties of the first part, their successors and assigns, and if the party of the second part, its successors or assigns, shall not run water through said pipe line within any continuous period of three years, said right of way and easement shall thereupon be conclusively presumed to have been abandoned by the party of the second part, its successors and assigns. Said party of the second part, its successors and assigns, shall have the right to remove its pipe line and other works from said right of way and easement at any time within three months after such abandonment shall take place, and in such event shall refill all trenches in which pipe

may have been laid so as to leave the surface of the ground free of obstruction therefrom for its regular cultivation and husbandry.

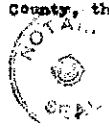
IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands and seals the day and year first above written.

Henry T. Cook (Seal)
Sarah Ellen Cook (Seal)

State of California,
County of Ventura.

On this 29th day of May in the year of our Lord one thousand nine hundred and 3 before me, M. J. ROGERS, a Notary Public in and for said County of Ventura, residing therein, duly commissioned and sworn, personally appeared Henry T. Cook and Sarah Ellen Cook (his wife) known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me severally that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County, the day and year in this Certificate first above written.



M. J. Rogers,
Notary Public in and for the County of Ventura,
State of California.

Recorded at the request of Toland & Rogers July 14th A. D. 1903, at 20 min. past 10 o'clock A. M.

J. L. Argabrite, County Recorder.

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THIS INDENTURE, made the fourth day of June A. D. 1903.

BETWEEN W. T. Hannagan of the County of Ventura, State of California, the party of the first part, and J. J. Smiley is of the County of Kern, State of California, the party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (10) Dollars Gold Coin of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has remised, released, and forever quitclaimed, and by these presents does remise, release, and forever quitclaim, unto the said party of the second part, and to his heirs and assigns, all that certain lot, piece or parcel of land situate, lying and being in the County of Ventura, State of California, and bounded and particularly described as follows, to wit:

That certain mining claim known as the "Home Stake" situate in Piru Mining District, County of Ventura, State of California, and more particularly described in the location Notice thereof recorded in the Recorder's Office of said Ventura County in Vol. 14 of Mining Claims, page 74.

TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said party of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.