

DUPLICATE, ORIGINAL



THE CITY OF SAN DIEGO

WILLIAM BRAMMER
d/b/a BRAMMER FARMS

Flat Rate Lease

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SAN DIEGO, CALIFORNIA

LEASE OUTLINE
William Brammer d.b.a. Brammer Farms

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**CITY OF SAN DIEGO
FLAT RATE LEASE**

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and WILLIAM BRAMMER d.b.a. BRAMMER FARMS, hereinafter called "LESSEE."

SECTION 1: USES

1.1 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in City of San Diego, County of San Diego, State of California, described as consisting of approximately 136.4 acres and further described in Section 11.1, Exhibit A - Premises attached hereto and by this reference made part of this agreement and four (4) wells, including the right to use the water which may be available underneath the Premises for the purposes provided for in Section 1.2 Uses, subject to Section 8.8, Water Rights, hereof. Said real property is hereinafter called the "premises" or "leased premises." It is further agreed that the leasehold has not been surveyed however CITY and LESSEE agree to approximate acreage.

1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of growing organic vegetables, related agricultural crops on an ongoing basis, business office, vegetable washing and packing area/building and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

The use of the premises for any unauthorized purpose shall constitute a substantial default and subject this lease to termination at the sole option of the CITY.

LESSEE covenants and agrees to use the premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.

1.3 Related Council Actions. By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes but is not limited to rezonings, variances, environmental clearances, or any other

governmental agency approvals which may be required for the development and operation of the leased premises.

- 1.4 Quiet Possession. LESSEE, paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold, and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then and in either of such events, this lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by the City Manager of CITY a proportionate reduction of the minimum or flat rate rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the premises.

1.5 Easements and Reservations.

- a. CITY hereby reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the premises, together with the right to store and recapture water from the soils beneath the surface of the premises.
- b. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the leased premises for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services. In addition, LESSEE shall provide access to well(s) on or off the leased premises for the CITY to conduct tests, such as, but not limited to, aquifer tests, groundwater level measurements and water quality sampling.

Any injury that may result from the percolation, storage and/or recapture of water from the soil beneath the surface of the premises shall not be considered unreasonable or substantial interference, provided, however, that the City will reimburse LESSEE for physical damages or operational damages, if any, to the permanent improvements located on the leased premises resulting from CITY exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage or operational damage as determined by CITY, provided, however, that rent reimbursement shall not constitute LESSEE'S sole legal remedy. CITY will pay the costs for maintenance and repair of all CITY installations made pursuant to these reserved rights.

- 1.6 Competent Management. Throughout the term of this lease agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of a farm using sustainable agricultural and best management practices whenever possible, and related activities in a fiscally responsible manner.

SECTION 2: TERM

- 2.1 Commencement. The term of this agreement shall be ten (10) years commencing on the first day of the calendar month following execution by the City Manager and approval by the City Attorney. "Lease year" as used in this lease shall mean the 12-month period commencing on the first day of the calendar month following the execution of this lease by the City Manager and approval by the City Attorney.
- 2.2 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. The occupancy of the premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.
- 2.3 Quitclaim and Surrender of LESSEE'S Interest. On execution of this lease, LESSEE shall deliver to CITY a quitclaim deed in recordable form quitclaiming all its rights in and to the premises. CITY may record such deed only on the expiration or earlier termination of this lease. In the event that CITY requires any subsequent quitclaim deed, LESSEE or its successor in interest shall deliver the same within five (5) days after receiving written demand therefor.

At the expiration or earlier termination of this lease, LESSEE shall surrender the premises to CITY free and clear of all liens and encumbrances, except those liens and encumbrances which existed on the date of execution hereof, and in a decent, safe, and sanitary condition. In the case of termination of this lease by CITY prior to the end of the specified lease term, any liens and encumbrances must be approved in writing by the City Manager.

- 2.4 LESSEE'S Right to Terminate Lease. The LESSEE may terminate this agreement with six months prior written notice delivered to the CITY, if the cost to treat water quality from the underground water supply for LESSEE'S determined uses of the leased premises for organic plant material becomes cost prohibitive.

- 2.5 Option to Negotiate a New Lease. Provided LESSEE is not then in default of any provision of this lease upon expiration of this agreement, at the CITY'S option, LESSEE shall have the right to negotiate a new lease of said premises for a mutually agreeable term upon such conditions and rental as CITY shall then offer. Such right must be exercised by written notice thereof to CITY not less than six (6) months nor more than twelve (12) months prior to expiration of the lease term. Following such notice and not less than three (3) months prior to said expiration, CITY, at CITY'S option, may offer LESSEE a new lease containing such conditions and rental as CITY is then willing to accept from any other qualified party desiring to lease said premises. In the event such conditions and rental are not accepted by LESSEE, then LESSEE'S right to renew herein shall terminate upon expiration of this agreement.

SECTION 3: RENT

- 3.1 Time and Place of Payment. Rent is due quarterly in advance on or before the first day of the calendar month beginning each new quarter. All quarterly rents will be prorated during the first and final months of any rental period in order to achieve payment on the first day of the calendar month for the quarter. Checks should be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 122289, San Diego, California 92112-4165, or delivered to the Office of the City Treasurer, Civic Center Plaza, 1200 Third Avenue, First Floor, San Diego, California, 92101.

The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

3.2 Rent.

- a. Rent Amount. Rent shall be paid quarterly. The initial quarterly rent is \$13,640.00 per quarter or \$54,560.00 per year. Rent is subject to adjustments based on increases, if any, in the Consumer Price Index (CPI) and in the fair market value of the leased premises as hereinafter provided.

- b. CPI Index Adjustments. Effective January 1, 2009, rent shall be adjusted to reflect increases in the Consumer Price Index (CPI) and every two years thereafter until the end of the lease term.

The index used will be the CPI for "All Urban Consumers" for Los Angeles/Anaheim/Riverside, California. If this index is no longer published, the index for adjustment will be the U.S. Department of Labor's "Comprehensive Official Index" most comparable to the aforesaid index. If a rental adjustment is calculated using an index from a different base year than 1982-84, which equaled a base figure of 100 for the CPI, the base figure used will first be converted under a formula supplied by the Bureau of Labor Statistics or its successor.

If the Department of Labor indices are no longer published, another index generally recognized as authoritative will be substituted by agreement of CITY and LESSEE. If the parties cannot agree within sixty (60) days after demand by either party, a substitute index will be selected by the Chief Officer of the Regional Office of the Bureau of Labor Statistics or its successor, notwithstanding continued reference herein to "CPI" in any event.

Regardless of the index publication dates, the effective date of the rent adjustment is as specified in this Subsection b.(1), CPI Index Adjustments. Until the rent adjustment can be reasonably determined by the index method, LESSEE shall continue to make payments at the existing rental rate. When the adjustment is determined, the balance of rents due at the adjusted rate will be paid to CITY within thirty (30) days. In no event shall the adjusted rent as established by the Consumer Price Index be less than the rent in existence immediately prior to the adjustment date.

- (1) Index Adjustment Computation. The rent for each rental period following the adjustment until the next adjustment or other rental determination, as provided herein, shall be determined prior to the date of adjustment by multiplying the rent which is effective immediately prior to said adjustment by the "adjustment figure" established as follows:

The "adjustment figure" shall be established by dividing the "current index" by the "base figure", both as defined herein:

The "base figure" for the first such adjustment shall be a three-month average of index figures published by said CPI using

the fourth, fifth, and sixth full months preceding the effective date of this agreement.

To illustrate, if the lease began in May, the CPI figures for November (sixth month), December (fifth month), and January (fourth month) preceding May would be averaged to establish the base figure (Example 1).

The "current index" shall be a three-month average of index figures published by said CPI. The three months to be used to establish said average shall be the fourth, fifth, and sixth full months preceding the adjustment date.

The "base figure" for each successive adjustment shall be the "current index" figure used in the last preceding adjustment period (Example 2).

Example 1

Current Index 121
Base Figure 110 = 1.10 (Adjustment Figure)

Effective Rent x 1.10 = Adjusted Rent

Example 2

Current Index 138
Base Figure 121 = 1.14 (Adjustment Figure)

Effective Rent x 1.14 = Adjusted Rent

The adjustment figure is then multiplied by the monthly rent from the preceding adjustment period to determine the new rent. Using the foregoing examples, if the rent is now \$1,000 per month, after the first adjustment it will be \$1,100 per month (\$1,000 x 1.10). In the second adjustment it will be \$1,254 per month (\$1,100 x 1.14).

- c. Market Value Adjustments. At the beginning of each five-year period following the effective date of this lease, the rent shall be adjusted by CITY determining the market value of the land subject to the CPI Adjustments and adjustment shall be retroactive to said effective date of rental adjustment. Any deficiency shall be paid by LESSEE to CITY within thirty (30) days after determination of the new rental rate. IN NO EVENT SHALL THE

ADJUSTED RENT, AS ESTABLISHED HEREIN, BE LESS THAN THE RENT IN EXISTENCE IMMEDIATELY PRIOR TO THE ADJUSTMENT DATE. Notwithstanding the foregoing, the City Manager, in his sole discretion, may determine that no market value adjustment is necessary and waive the requirement for the appraisal process for any specific adjustment period.

- 3.3 Delinquent Rent. If LESSEE fails to pay the rent when due, LESSEE will pay, in addition to the unpaid rents, ten percent (10%) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE shall pay an additional five percent (5%) [being a total of fifteen percent (15%)], which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. Notwithstanding the foregoing, in no event shall the charge for late payments of rent be less than Twenty-five Dollars (\$25).

In the event that the CITY audit, if applicable, discloses that the rent for the audited period has been underpaid in excess of five percent (5%) of the total required rent, then LESSEE shall pay CITY the cost of the audit plus ten percent (10%) per year on the amount by which said rent was underpaid, in addition to the unpaid rents as shown to be due CITY as compensation to CITY for administrative costs and loss of interest as previously described herein. LESSEE agrees to pay such amount and further agrees that the specific late charges represent a fair and reasonable estimate of the costs that CITY will incur from LESSEE'S late payment. Acceptance of late charges and any portion of the late payment by CITY shall in no event constitute a waiver of LESSEE default with respect to late payment, nor prevent CITY from exercising any of the other rights and remedies granted in this lease.

- 3.4 Payment for Right to Use Water. As provided in Section 1.1, Premises, it is understood and agreed by CITY and LESSEE that the rent includes and covers LESSEE's right to pump and use water from the well(s) located on or off the Premises, for the uses set forth in Section 1.2 Uses, and subject to Section 8.8, Water Rights, hereof.

SECTION 4: ASSIGNMENT

- 4.1 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants, and conditions of this lease, and, except as otherwise provided herein, all of the terms, covenants, and conditions of this lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

- 4.2 Assignment and Subletting. LESSEE shall not assign this lease or any interest therein and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of CITY, terminate this lease. This lease shall not, nor shall any interest therein, be assignable as to the interest of LESSEE by operation of law, without the written consent of the City Manager.

"Assignment" for the purposes of this clause shall include any transfer of any ownership interest in this lease by LESSEE or by any partners, principals, or stockholders, as the case may be, from the original LESSEE, its general partners, or principals.

Approval of any assignment or sublease shall be conditioned upon the assignee or sublessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this agreement which are applicable to the rights acquired. The City Manager shall require, as a condition to approval of any sublease of the majority portion of the leasehold or any assignment, that the LESSEE pay additional consideration to CITY, commencing on the effective date of such proposed sublease of the majority portion of the leasehold or assignment, and may further require that this lease or the requested sublease otherwise be revised to comply with standard CITY lease requirements that are then current. Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have an interest in this lease as a sublessee or assignee. The City Manager's approval will not be unreasonably withheld, provided all such persons and entities are of good character and reputation in the community and sublessee can prove financial ability to perform.

- 4.3 Encumbrance. Subject to prior consent by CITY, which shall not be unreasonably withheld, LESSEE may encumber this lease, its leasehold estate, and its improvements thereon by deed of trust, mortgage, chattel mortgage, or other security instrument to assure the payment of a promissory note or notes of LESSEE, upon the express condition that the proceeds of such loan or loans be devoted exclusively to the purpose of developing the leased premises. However, a reasonable portion of the loan proceeds may be disbursed for payment of incidental costs of construction, including but not limited to the following: off-site improvements for service of the premises; on-site improvements; escrow

charges; premiums for hazard insurance or other insurance or bonds required by CITY; title insurance premiums; reasonable loan costs such as discounts, interest, and commissions; and architectural, engineering, and attorneys' fees and other normal expenses incidental to such construction.

Any subsequent encumbrances on the premises or on any permanent improvements thereon must first have the approval in writing of the City Manager. Such subsequent encumbrances shall also be for the exclusive purpose of development of the premises. Provided, however, after the premises are fully developed in accordance with said Development Plan to the satisfaction of the City Manager, proceeds from refinancing or from such subsequent encumbrances may be used to reduce LESSEE'S equity so long as LESSEE pays additional consideration to CITY, and further that LESSEE understands and specifically agrees that the City Manager shall have the sole and absolute discretion to approve, disapprove, or condition any such proposed subsequent encumbrance, including but not limited to amending the lease to provide then-current rents and provisions.

In the event any such approved deed of trust or mortgage or other security-type instrument should at any time be in default and be foreclosed or transferred in lieu of foreclosure, CITY will accept the approved mortgagee or beneficiary thereof as its new tenant under this lease with all the rights, privileges, and duties granted and imposed in this lease.

Upon prior written approval by CITY, said mortgagee or beneficiary may assign this lease to its nominee, if nominee is a reputable, qualified, and financially responsible person or entity in the opinion of CITY. Any deed of trust, mortgage, or other security instrument shall be subject to all of the terms, covenants, and conditions of this lease and shall not be deemed to amend or alter any of the terms, covenants, or conditions hereof. Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have a financial interest in this lease. The City Manager's approval will not be unreasonably withheld, provided all such persons and entities are of good character and reputation in the community.

4.4 Defaults and Remedies.

a. Default. In the event that:

- (1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days,

and LESSEE shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion; or

- (2) LESSEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (3) LESSEE shall be adjudicated a bankrupt; or
- (4) LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 4.4a.(1), hereinabove is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

In the event there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s) complained of, and the same mortgagee or beneficiary shall have thirty (30) days from such notice to cure the default(s) or, if any such default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

- b. Remedies of Lender. Should the default(s) be noncurable by LESSEE, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of LESSEE hereunder and to commence performance of this lease. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this lease shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this lease with all the rights, privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE

expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. Abandonment by LESSEE. Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.
- d. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

4.5 Eminent Domain. If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and LESSEE (or beneficiary or mortgagee) will be as follows:

- a. In the event the entire premises are taken, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- b. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is unsuitable for the lease operation, this lease shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
- c. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is suitable for continued lease operation, this lease shall

terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.

- d. Award. All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of, or damages to LESSEE'S then remaining leasehold interest in installations or improvements of LESSEE. CITY shall have no liability to LESSEE for any award not provided by the condemning authority.
- e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, LESSEE shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this lease.
- f. No Inverse Condemnation. The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

SECTION 5: INSURANCE RISKS/SECURITY

5.1 Indemnity. LESSEE representative agrees to defend, indemnify, protect, and hold the CITY, its elected officials, agents, officers, representatives and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LESSEE'S employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or operation of the leasehold or the work and operations to be performed under this agreement, and all expenses of investigating and defending against same; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

5.2 Insurance.

- a. LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:

- (1) Public liability and property damage insurance in the amount of not less than Two Million Dollars (\$2,000,000) Combined Single Limit Liability with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CITY or LESSEE or by authorized representatives of CITY or LESSEE on or in connection with the use or operation of the premises.
 - (2) Fire, extended coverage, and vandalism insurance policy on all insurable property on the premises in an amount to cover 100 percent of the replacement cost. Any proceeds from a loss shall be payable jointly to CITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property. If there is a mortgage or trust deed on the leasehold in accordance with Section 4.3, Encumbrance, hereof, the proceeds may be paid to the approved mortgagee or beneficiary so long as adequate provision reasonably satisfactory to CITY has been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the premises.
- b. LESSEE'S responsibility to maintain said insurance also includes the following:
- (1) Additional Insured. All insurance policies will name CITY, its elected officials, officers, representatives, agents and employees, as additional insureds, protect CITY against any legal costs in defending claims, and will not terminate without sixty (60) days' prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day of the lease, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the premises, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance policy will remain on file with CITY during the entire term of the lease. At least thirty (30) days prior to the expiration of each policy, LESSEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the terms of this lease.
 - (2) Modification. CITY, at its discretion, may require the revision of amounts and coverages at any time during the term by giving LESSEE sixty (60) days' prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the premises. LESSEE also agrees to obtain any

additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.

- (3) Accident Reports. LESSEE shall report to CITY any accident causing more than Ten Thousand Dollars (\$10,000) worth of property damage or any serious injury to persons on the premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and other pertinent information.
- (4) Failure to Comply. If LESSEE fails or refuses to take out and maintain the required insurance or fails to provide the proof of coverage, CITY has the right to obtain the insurance. LESSEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s), and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection (4), if LESSEE fails or refuses to take out or maintain insurance as required in this lease or fails to provide the proof of insurance, CITY has the right to declare this lease in default without further notice to LESSEE, and CITY shall be entitled to exercise all legal remedies in the event of such default.

- 5.3 Waste, Damage, or Destruction. LESSEE agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. LESSEE agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the leased premises shall be damaged by any cause which puts the premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage; or, at CITY'S option, LESSEE agrees to clear and remove from the leased premises all debris resulting from said damage and rebuild the premises in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage, using for either purpose the insurance proceeds as set forth in Section 5.2, Insurance, hereof.

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by LESSEE within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter. CITY may determine an equitable deduction in the minimum annual rent requirement for such period or periods that said premises are untenable by reason of such damage.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 6.1 Acceptance of Premises. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects whether apparent or latent, in the premises, including the presence of any hazardous wastes.
- 6.2 Entry and Inspection. CITY reserves and shall always have the right, but not the obligation, to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days' written notice to LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and LESSEE hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that said premises are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, without additional notice, require LESSEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. LESSEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this lease imposed on CITY.
- 6.3 Maintenance. LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises including water wells, perimeter fencing, access roads and any building improvements throughout the lease term. LESSEE will make all repairs and replacements necessary to maintain and

preserve the premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY. Excluded from the lease shall be the area as shown on Exhibit B, which contains cultural resources. LESSEE has the right to cross this area in a method acceptable to CITY and LESSEE. LESSEE is responsible for compliance with Federal and State regulations such as, but not limited to, Administrative Code, Title 14, Section 4307; and Penal Code, Title 14, Section 622.5 which deal with the protection of cultural resources.

- 6.4 Improvements/Alterations. LESSEE intends to construct a building pad for portable buildings, including a business office and vegetable washing and packing area. No further improvements, structures, or installations shall be constructed on the premises, and the premises may not be further altered by LESSEE without prior written approval by the City Manager. In addition to the City Manager's approval LESSEE shall obtain any and all permits and reviews as may be required for the installation of the proposed improvements to the premises. LESSEE shall also obtain approval from all other departments, agencies, planning groups both public and administrative as may from time to time be required by applicable laws, rules, regulations and ordinances. Further, LESSEE agrees that major structural or architectural design alterations to previously approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve LESSEE of any obligation under this lease to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this lease to make or assume any expense for any improvements or alterations.
- 6.5 Utilities. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises. All utilities on the lease premises will be installed underground if required.
- 6.6 Liens. LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or

- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.
- 6.7 Taxes. LESSEE agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by LESSEE or levied by reason of the business or other LESSEE activities related to the leased premises, including any licenses or permits. LESSEE recognizes and agrees that this lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on such interest, and that LESSEE shall pay all such possessory interest taxes. LESSEE further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.
- 6.8 Signs. LESSEE agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, LESSEE agrees to remove the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at LESSEE'S cost.
- 6.9 Ownership of Improvements and Personal Property.
- a. Any and all improvements, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by LESSEE shall at lease expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property free of all liens and claims, except for the portable produce coolers, portable ice building, portable office and as otherwise provided in this lease.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, CITY shall so notify LESSEE thirty (30) days prior to termination or one hundred eighty (180) days prior to expiration, and LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become CITY'S

property free of all claims and liens, or CITY may, at its option, remove said items at LESSEE'S expense.

- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.
- e. Any necessary removal by either CITY or LESSEE which takes place beyond said expiration or termination hereof shall require LESSEE to pay rent to CITY at the rate in effect immediately prior to said expiration or termination.
- f. Notwithstanding any of the foregoing, in the event LESSEE desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this lease, then CITY shall have the first right to acquire or purchase said personal property.

6.10 Unavoidable Delay. If the performance of any act required of CITY or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. Provided, however, this provision shall not apply to obligations to pay rental as required pursuant to this lease. In the event LESSEE or CITY claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.

SECTION 7: GENERAL PROVISIONS

7.1 Notices

- a. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to LESSEE at the leased premises or at such other address designated in writing by LESSEE; and to CITY as follows:

CITY: City Manager
Attention: Real Estate Assets Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

LESSEE: William Brammer
d.b.a. Brammer Farms
9018 Artesian Road.
San Diego, CA 92127

or to any mortgagee, trustee, or beneficiary, as applicable, at such appropriate address designated in writing by the respective party.

- b. Any party entitled or required to receive notice under this lease may by like notice designate a different address to which notices shall be sent.

7.2 Compliance with Law. LESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments at LESSEE'S sole cost and expense. In addition, LESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.

7.3 CITY Approval. The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.

7.4 Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in LESSEE'S use of the premises, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

7.5 Compliance with CITY'S Equal Opportunity Contracting Program.

- a. Equal Opportunity Contracting. LESSEE acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated in this lease. LESSEE and all of its subcontractors are individually responsible to abide by its contents.

LESSEE will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. LESSEE will not discriminate against any employee or applicant for employment on any basis prohibited by law.

LESSEE submitted and CITY acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that LESSEE will take to achieve the CITY'S commitment to equal employment opportunities.

LESSEE shall insert the foregoing provisions in all subcontracts for any work covered by this lease so that the provisions will be binding upon each subcontractor. LESSEE agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the CITY'S Equal Opportunity Contracting Program staff.

- b. Local Business and Employment. LESSEE acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. LESSEE shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this lease from local residents and firms as opportunities occur. LESSEE shall hire qualified local residents and firms whenever feasible.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this lease and debarment from participating in CITY contracts for a period of not less than one (1) year.

- 7.6 Partial Invalidity. If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- 7.7 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.
- 7.8 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.

7.9 Captions. The Lease Outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.

7.10 Entire Understanding. This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.

The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.

7.11 CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements, or leases with consultants, vendors, or LESSEES shall include a condition that the contract, agreement, or lease may, at the sole option of CITY, be unilaterally and immediately terminated by CITY if the contractor or LESSEE employs an individual who, within the twelve months immediately preceding such employment, did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.

7.12 Drug-free Workplace. LESSEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace.
- (2) The LESSEE'S policy of maintaining a drug-free workplace.
- (3) Any available drug counseling, rehabilitation, and employees assistance programs.
- (4) The penalties that may be imposed upon employees' for drug abuse violations.

c. LESSEE shall include in each sublease agreement language which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. LESSEE and sublessees shall be individually responsible for their own drug-free workplace programs.

7.13 Disabled Access Compliance. LESSEE shall at all times in the construction, maintenance, occupancy and operation of the premises comply with the 1990 Americans with Disabilities Act ("ADA") and Title-24 California Code of Regulations ("Building Code") as defined in Section 18910 of California Health and Safety Code ("Title 24") and any other applicable federal, state or local laws and regulations hereafter enacted protecting the rights of people with disabilities. LESSEE acknowledges and agrees that the LESSEE is aware of and will comply with Council Policy 100-04, incorporated in this lease by this reference, adopted by Resolution No. R-282153, relating to the federally-mandated ADA. LESSEE will be individually responsible for administering its own ADA and Title 24 program. LESSEE'S compliance shall include but not necessarily be limited to the following:

- a. LESSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE.
- c. LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
- d. Where required by law, LESSEE shall comply with CITY'S disabled access requirements by bringing up to code and making accessible any areas of the

premises which deny access to disabled persons. All improvements and alterations shall be at the sole cost of LESSEE.

- e. LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the foregoing provisions. LESSEE and sublessees shall be individually responsible for their own ADA employment programs.
- f. LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this Lease.

- 7.14 CITY Option to Purchase. In the event LESSEE desires to dispose of its interest in this lease, together with any of its interest in improvements, trade fixtures, and furnishings owned by LESSEE on the leased premises, CITY shall be given the first right to purchase said interest and improvements at a mutually agreeable price. If CITY does not exercise such right to purchase, LESSEE shall not then sell or offer to sell its interest at a lower price without first reoffering to CITY the right to purchase at such lower price.
- 7.15 Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the leased premises in a creditable manner.
- 7.16 Supersedure. It is mutually agreed that this lease, upon execution, supersedes and annuls that certain right-of-entry permit executed on the 1st day of June 1995 with William Brammer, which is hereafter void and of no effect except as to any rentals and fees which may have accrued or any rights and remedies accrued or granted to CITY under such agreement.
- 7.17 Relocation Payments. LESSEE understands and agrees that it shall not be entitled to any relocation payment whatsoever upon termination of this lease.

SECTION 8: AGRICULTURAL PROVISIONS

- 8.1 Agricultural Practice. All husbandry and agricultural practices shall be subject to CITY'S approval. Said practices shall include, but are not limited to, the following requirements:
 - a. Installation of improvements and preparation of land shall conform to a time schedule acceptable to the City Manager. Provided, however, any obligation

of LESSEE under this provision shall explicitly be subject to the provisions of Section 5.3, Waste, Damage or Destruction, hereof.

- b. LESSEE shall prepare the land for planting in a manner consistent with good agricultural practice, taking maximum advantage of natural water sources. Such actions of LESSEE shall be performed in a manner satisfactory to the City Manager.
- c. LESSEE shall install a drag hose, rainbird-type sprinkler head or approved type of irrigation system of sufficient size to irrigate the acreage devoted to crop production. The main lines shall consist of either agricultural grade transite or City-approved plastic. The hoses and sprinklers shall be adequately sized so as to properly distribute the water over the usable acreage in the required time.
- d. Disagreements as to sound agricultural and/or husbandry practices shall be submitted to a mutually acceptable governmental agricultural authority located in the County of San Diego. CITY and LESSEE agree to accept the decisions of such authority as final. In the event that LESSEE fails to cure any unauthorized practice, then this lease shall be treated in accordance with Section 4.4, Defaults and Remedies, hereof. All permanent plantings, as well as all other improvements to the property, shall become the property of CITY at the expiration or sooner termination of this lease agreement.

- 8.2 Water Quality - Best Management Practices and Storm Water Pollution Prevention Plan. CITY and LESSEE are committed to the implementation of programs to manage activities on the premises in a manner which aids in the protection of the City of San Diego's precious water resources. LESSEE shall comply with the Best Management Practices ("BMP") including the Storm Water Pollution Prevention Plan ("SWPP") approved by CITY's Storm Water Management Program. LESSEE shall submit for review and approval by the City Manager or his designee, within ninety (90) days of the execution of this lease, BMP and SWPP that will control erosion and reduce the amount of pollutants and other sediments discharged from the premises. The BMP and SWPP will be reviewed periodically by CITY. Upon written notice from the City Manager requesting an update of the BMP, LESSEE shall submit updated BMP and SWPP for City Manager review and approval within ninety (90) days of receipt of notice. LESSEE shall implement any necessary changes to the BMP and SWPP as a result of any review by CITY to ensure compliance with any changes in laws or regulations.

When the BMP and SWPP have been developed and implemented by LESSEE, it is crucial that the practices be enforced and maintained. It is LESSEE'S

responsibility to inform employees, contractors, subcontractors, agents and vendors of the BMP and SWPP. LESSEE shall take proper corrective action, to the satisfaction of CITY, to prevent the infestation of noxious weeds, pests, and erosion throughout the entire leased premises.

- 8.3 Reporting Requirements for Agricultural Practices. LESSEE agrees to provide to the Water Department regular reports about the agricultural activities conducted on the leased property. These reports will detail the usage of water, pesticides, herbicides, fertilizers, and soil amendments; as well as the crops grown. The required reports are specified in Resource Management Plan.
- 8.4 Noxious Weeds, Pests, and Erosion. LESSEE shall take proper corrective action, to the satisfaction of CITY, to prevent the infestation of noxious weeds, pests, and erosion throughout the entire leased premises.
- 8.5 No Warranty. CITY does not warrant that the premises are suitable for the purposes for which they are leased as stated herein.
- 8.6 Cutting of Trees. No growing or mature trees are to be destroyed or removed without prior written consent of the City Manager; trees growing along roadways may be trimmed back as required by the LESSEE. However, trees growing in man-made ditches may be removed by LESSEE. Trees growing in natural drainage channels may not be removed without written consent of the City Manager.
- 8.7 Hold Harmless, Flood Damage and Other Acts of God. LESSEE understands and agrees that the leasehold area is subject to flood damage and that other damage may result to the leasehold from other circumstances, including weather conditions and such causes as fire and earthquakes. LESSEE agrees that any damages resulting from flooding or such other causes shall not result in any liability on the part of the CITY, and LESSEE specifically agrees to assume the defense of, indemnify, and hold CITY harmless for any such damages. LESSEE further specifically agrees that CITY shall have no obligation whatsoever to construct or maintain channels or to construct, maintain, or operate reservoirs or release water from reservoirs in such a way as to control, alleviate, or minimize potential damages to the leasehold area. LESSEE specifically assumes the risk of all damages resulting from flooding or weather conditions or other natural causes. LESSEE is authorized to minimize potential flood damage through improved drainage and other flood control improvements as agree upon with CITY.

Were it not for LESSEE'S agreement to assume all risk regarding flooding and LESSEE'S further agreement that CITY has absolutely no obligation with regard

to controlling or mitigating or reducing flood damages or potential flood damages, CITY would not enter into this lease.

8.8 Water Rights. There is hereby reserved to CITY, and LESSEE herein expressly agrees that in addition to the reservations made in Section 1.5, Easements and Reservations, hereof, CITY shall have the right throughout said term to divert, impound, store and transport by means of dams, reservoirs, or by pumping any and all water, both surface and underground, which flows over, under or across the leased premises, together with the right to divert, inject, spread or percolate water in or through the soils beneath the surface of the leased premises. Nothing in this Agreement shall result in the transfer of the CITY'S rights, title or interest in the water on the leased premises to any other person or entity.

a. LESSEE has been advised and acknowledges that:

- (1) The leased premises are located within the San Pasqual groundwater basin ("San Pasqual Basin"),
- (2) The CITY is the lawful owner and has at all times asserted its pueblo, overlying and appropriative water rights in the San Pasqual Basin,
- (3) The CITY intends to take any and all steps necessary to fully protect its water rights in the San Pasqual Basin, including but not limited to, the possible adoption of a groundwater management plan and groundwater management ordinance,
- (4) Protection of the CITY'S water rights in the San Pasqual Basin is an essential element of the CITY'S long term plan to ensure a reliable and cost-effective water supply for CITY residents,
- (5) Another essential element of the CITY'S long term plan to ensure a reliable and cost-effective water supply for CITY residents is the increased production and distribution of recycled water for non-potable uses such as those which are the subject of this lease,
- (6) In order for the CITY to accomplish its long term objectives, it is planned that the San Pasqual Basin will be utilized, in part, for the storage of imported or non-potable water, and, that such storage will necessitate certain activities by CITY employees and consultants on the leased premises, and,
- (7) Any injury that results from the percolation, storage and recapture of water from the soil beneath the surface of the premises shall not be

considered unreasonable or substantial interference with the LESSEE'S use of the leasehold premises, nor otherwise entitle LESSEE to damages or other legal recourse against CITY, except as otherwise provided in Section 1.5.

- b. LESSEE shall have the right, at LESSEE'S sole cost, to develop and use on the leased premises the amount of water necessary to carry out the purpose of this lease, as follows:
 - (1) As to any existing well(s), LESSEE shall have the right to operate the well(s) and use the water on the leased premises, including the right of ingress and egress to the well area. LESSEE shall install, at LESSEE'S sole cost, a metering device on all well(s) (including open wells) satisfactory to and approved by the Water Department to measure the quantity of water pumped from the well(s). CITY shall have the right to reasonable access to such metering device(s) as required for periodic meter reading and to determine that said meter(s) are functioning properly.
 - (2) LESSEE may only make material modifications to the existing well(s) or construct a new well with the express written approval of CITY and according to CITY specifications. Said approval shall not be unreasonably withheld and CITY shall respond within 30 days of a written request for approval from LESSEE. Upon completion of construction of any such new well, to be at LESSEE'S sole cost, the well shall be dedicated to and operated by the CITY, provided, however, that the CITY may, in its sole discretion agree to some other plan of operation.
 - (3) The CITY has no representations or guarantees to LESSEE as to the quantity or quality of water which may be available to LESSEE.
- c. LESSEE agrees that upon termination of this agreement, it will leave any wells developed or used on or off the leased premises during the term of this lease in good order and condition and that the casing shall be left in place.
- d. CITY shall at all times have the right to reasonable access to the leased property to protect its water rights and water quality; for monitoring the level and quality of natural surface and groundwaters over and under the leased premises; and, for purposes necessary to the implementation of any groundwater management plan that may be adopted by CITY. Should monitoring indicate surface and/or groundwater degradation, the CITY shall in its sole discretion have the right to require alteration of any irrigation or

other practices by LESSEE which may cause such water quality degradation as determined by the CITY.

- e. CITY shall have the right in its sole discretion to construct over and under the leased premises its own wells, pipelines, and other facilities necessary to develop the maximum water yield potential of the leased premises.
- f. At such time as the City has constructed adequate facilities to provide water service to LESSEE, the CITY shall have the right to require LESSEE to connect, or to reconnect, to such CITY constructed water facilities. It is expressly acknowledged and agreed that the facilities that may be constructed by CITY to serve LESSEE may provide for the delivery of non-potable or reclaimed water only; and LESSEE expressly agrees to connect to and utilize the non-potable or reclaimed water provided by these facilities in lieu of well water. In that event, LESSEE shall be subject to the rules and regulations applicable to all other water customers receiving similar class and/or quality service from the CITY, including, but not limited to payment of customary service charge and water rates. After receiving notice from the CITY that CITY will be providing water service to LESSEE, LESSEE shall have the right to cancel this lease upon 30 days written notice to the CITY. In the event LESSEE elects to cancel this agreement, no compensation for permanent improvements of any kind installed or existing on the premises shall be due LESSEE by the CITY. Any and all permanent improvements existing, installed or constructed on the premises shall be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property.

SECTION 9: SPECIAL PROVISIONS

- 9.1 Potential Construction of Public Hiking, Biking and Riding Trails. LESSEE has been advised and acknowledges that the leased premises are within the focused planning area of the proposed San Dieguito River Valley Park. LESSEE has further been advised and acknowledges that a system of public hiking, biking and riding trails has been proposed for inclusion through the San Dieguito River Valley Park. LESSEE agrees that, in the event such trails are to be constructed through the leased premises that the property needed for such trails may be deleted from the leasehold area subject to 90 days prior written notice from the CITY. The notice of intent to delete the trail area shall include a plat clearly designating the area to be deleted. In the event of such deletion of leasehold area, CITY agrees that the minimum or fixed rent shall be reduced accordingly. In addition, should any fruit trees, crops or leasehold improvements growing in the area taken for trails be damaged or destroyed, CITY agrees to reimburse LESSEE for the value of the trees and/or crops and/or the cost of replacing any improvements in a

total amount as reasonably determined by the LESSEE and City Manager. CITY further agrees that, in the event a portion of the leasehold is taken for such trails as described above, the trails shall be fenced as necessary for the reasonable security and/or protection of the remainder of the leased premises. All costs related to the construction and maintenance of trails and security fencing installed on the leasehold shall be the sole responsibility of the City or another public agency or body charged with operating and/or maintaining the San Dieguito River Valley Park.

- 9.2 LESSEE Responsibility for Preserving Environmental, Historical and Cultural Resource Sites. LESSEE understands and agrees that, in connection with the establishment of the San Dieguito River Valley Park, sensitive resource sites as well as environmental, historical, and cultural resources may be identified along the proposed trail system or elsewhere on the leased premises. LESSEE agrees that it shall be responsible for protecting such sites and resources to the extent reasonably feasible and, if required by CITY, would include lease boundary fencing. However, if additional measures for protecting the site are required, the installation and maintenance costs involved shall be the sole responsibility of the City or another public agency or body charged with operating and/or maintaining the San Dieguito River Valley Park. A cultural resource study was completed on the leased premises and is on file in the Real Estate Assets Department. Exhibit B of the study outlines certain culturally sensitive areas and identifies areas to be excluded from the leasehold.
- 9.3 Public Access to Trails and/or Environmental, Historical, and Cultural Resource Sites. LESSEE has been advised and acknowledges that public access may be required through the leased premises to access hiking, biking, and riding trails constructed on the property. Also, such public access may be necessary for viewing environmental, historical, and/or cultural resources sites located on the leasehold. In this event the property needed for public access may be deleted from the leasehold area upon 90-day prior written notice from the CITY. Said notice of intent to delete the public access area shall include a plat clearly designating the property to be deleted. In the event of such deletion of leasehold area, CITY agrees that the minimum or fixed rent shall be reduced accordingly. In addition, should any fruit trees, crops or leasehold improvements in the area taken for public access be damaged or destroyed, CITY agrees to reimburse LESSEE for the value of the trees and/or crops and/or the cost of replacing any improvements in a total amount as reasonably determined by the LESSEE and City Manager. CITY further agrees that, in the event a portion of the leasehold is taken for such public access as described above, said public access shall be fenced as necessary for the reasonable security and/or protection of the remainder of the leased premises. All costs related to the construction and maintenance of the security

fencing shall be the responsibility of the City or another public agency or body charged with operating and/or maintaining the San Dieguito River Valley Park.

- 9.4 Boundary Adjustments. LESSEE has been advised and acknowledges that the boundaries of the leased premises are located in the CITY, Multiple Habitat Species Conservation Program (MSCP) Lake Hodges/San Pasqual Valley Cornerstone Lands. The lease area was active organic agriculture prior to the adoption of the MSCP Subarea Plan and will continue until either the formal Lake Hodges/San Pasqual Bank is set up or the property is no longer leased for organic farming. LESSEE will provide fencing that allows movement of the arroyo toads and keep agricultural operations out of the MHPA, not use chemical fertilizers, pesticides or herbicides, tilling will be reduced, when possible, and will preferably occur during the breeding season of the arroyo toad (March 15 to July 1).
- 9.5 Housing of Permanent Employees. To the extent legally feasible, LESSEE shall provide adequate housing for permanent employees, i.e., those who work on the premises on a daily basis for a minimum of eleven (11) months during the calendar year. Housing provided by LESSEE shall be installed and maintained on the premises in accordance with applicable City of San Diego Building Department and Zoning requirements.
- 9.6 City's Right to Buy Back Leasehold Interest. LESSEE agrees that CITY may, at its option, purchase LESSEE'S leasehold interest at any time following the first five (5) years of the term of this lease agreement. The CITY'S option shall be exercised by giving LESSEE at least six (6) months prior written notice of intent to purchase the leasehold.

Upon LESSEE'S receipt of such notice, LESSEE agrees to cooperate with CITY in designating an appraiser satisfactory to both CITY and LESSEE to conduct an appraisal of LESSEE'S remaining leasehold interest. The appraiser's determination of the leasehold value shall be binding on the CITY and LESSEE. If no concurrence upon an individual appraiser is reached within 15 days following LESSEE'S receipt of notice of CITY'S intent to repurchase, CITY and LESSEE agree that each shall immediately appoint and pay for the services of an individual appraiser both of whom shall be charged with determining the fair market value of the LESSEE'S remaining leasehold interest. If the appraisals are within 20 percent of one another (the larger appraiser being not more than 20 percent higher than the lower appraisal), the fair market value shall be the average of the two appraisal amounts.

If the two appraisals differ by more than 20 percent and the City Manager and LESSEE cannot agree to a fair market value and an impasse is thus reached, then the two appraisers shall be asked to mutually agree upon a third independent

appraiser. If the two appraisers do not mutually agree upon a third appraiser within a reasonable time after such request, the CITY and LESSEE agree that the Presiding Judge of the Superior Court in San Diego shall be requested to appoint the third appraiser. If the Presiding Judge for any reason declines to make such appointment, the parties agree that such appointment shall be made expeditiously and in accordance with the standard rules of the American Arbitration Association.

The third appraiser shall review the results of the two appraisals and render an opinion as to the fair market value. The third appraiser's determination shall be binding on the CITY and LESSEE. The CITY and LESSEE shall equally bear the cost of the third appraiser.

Upon a determination of the leasehold value, CITY shall have ninety (90) days in which to determine whether or not to allocate funds and authorize the expenditure of such funds for the acquisition of the leasehold. In the event CITY determines not to acquire the leasehold, CITY agrees to reimburse LESSEE for its actual costs for the appraisal and shall have no further obligations to LESSEE for any costs or damages incurred by LESSEE as a result of such determination not to proceed with acquisition.

In determining the fair market value of LESSEE'S leasehold interest, CITY and LESSEE agree that the appraiser or appraisers will be directed to establish the leasehold value based upon all the terms and conditions of the lease. LESSEE specifically agrees, however, that no "bonus" value shall be paid for LESSEE'S leasehold interest. The appraiser or appraisers shall be directed to assume that the lease requires the payment of full fair market rent on the leasehold property at all times during the remaining lease term. LESSEE further specifically agrees that any permanent capital improvements constructed by LESSEE on the leased premises shall be appraised by taking the initial construction cost of such improvements and depreciating such improvements on a straight-line basis over a twenty-five year (25) year period from the date of installation of such improvements, or over the remaining lease term, whichever time period is the lesser.

In the event there are City-approved loans or encumbrances against LESSEE'S leasehold interest, CITY agrees that the buy-out price shall in no event be less than the then remaining balance of any such loans or encumbrances.

Should the CITY determine to repurchase, LESSEE shall have up to one year in which to vacate the premises. During any such continued use by LESSEE, LESSEE shall continue to pay to CITY the rents provided for in the lease. The buy-out price shall be paid within 10 days after LESSEE vacates the premises.

9.7 Hazardous/Toxic Waste. Other than approved agricultural chemicals, i.e., insecticides, pesticides, herbicides, and fungicides applied in accordance with all applicable regulations, LESSEE will not allow the installation or release of hazardous substances in, on, under or from the premises. For the purposes of this provision, a release shall include, but not be limited to, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substance. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the City Clerk's office as City Clerk Document 769704-1.

In the event of any release of a hazardous substance, LESSEE shall be responsible for all costs of remediation and removal of such substances in accordance with applicable rules and regulations of governmental authorities.

LESSEE agrees to assume the defense of, indemnify and hold the CITY, its elected officials, officers, agents, representatives and employees, harmless from any and all claims, costs and expenses related to environmental liabilities resulting from LESSEE'S operations on the premises, including, but not limited to, costs of environmental assessments, cost of remediation and removal, any necessary response costs, damage for injury to natural resources or the public, and costs of any health assessment or health effect studies.

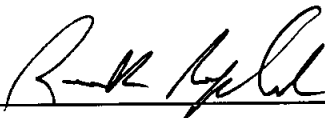
If LESSEE knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the premises, LESSEE shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if LESSEE knows, or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, LESSEE shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all acts necessary to alleviate such danger. LESSEE will notify the City Manager immediately of any notice of violation received or initiation of environmental action or private suits relative to the premises. In addition, LESSEE and LESSEE'S sublessees shall not utilize or sell any hazardous substance on the property without the prior written consent of the CITY.

SECTION 10: SIGNATURES

10.1 Signature Page.

IN WITNESS WHEREOF, this lease agreement is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO

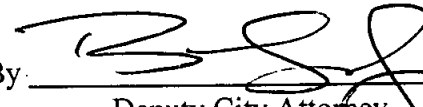
Date 10/13/06 By 
Rick Reynolds
Assistant Chief Operating Officer

LESSEE: WILLIAM BRAMMER d.b.a.
BRAMMER FARMS

Date 6-13-06 By 
William Brammer, Lessee

APPROVED as to form and legality this 20TH day of OCTOBER, 2006.

MICHAEL AGUIRRE, City Attorney

By 
Deputy City Attorney
BROCK LABOWICH

06/12/06
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SECTION 11: EXHIBITS

11.1 Parcel Map(s).

Exhibit A

Legend

 Brammer

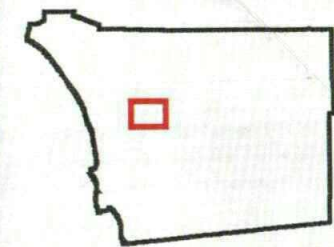
 MHPA

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Vicinity Map



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Plot Date: 08/02/05



NATURAL RESOURCES CONSERVATION SERVICE
CONSERVATION PRACTICE STANDARD

FILTER STRIP

(acre)
CODE 393

DEFINITION

A strip or area of vegetation for removing sediment, organic matter, and other pollutants from runoff and wastewater.

Scope

This standard establishes the minimally acceptable requirements for design and operation and maintenance of filter strips for removing sediment, organic matter, and other pollutants from runoff or wastewater.

PURPOSES

To remove sediment and other pollutants from runoff or waste water by filtration, deposition, infiltration, absorption, adsorption, decomposition, and volatilization, thereby reducing pollution and protecting the environment.

CONDITIONS WHERE PRACTICE APPLIES

This practice applies: (1) on cropland at the lower edge of fields or above conservation practices such as terraces or diversions, or on fields adjacent to streams, ponds, and lakes; (2) in areas requiring filter strips as part of a waste management system to treat polluted runoff or waste water; and (3) on forest land where filter strips are needed as part of a forestry operation to reduce delivery of sediment into waterways.

CRITERIA

Filter strips for sediment and related pollutants

These criteria apply to filter strips on cropland at the lower edge of fields, on fields, on pastures, or in manure spreading areas adjacent to streams, ponds, and lakes, and above conservation practices such as terrace or diversions.

The length of flow through vigorous vegetation shall be at least 10 ft for slopes of less than one percent and proportionately up to at least 25 ft for 30 percent slopes.

Filter strips for runoff from concentrated livestock areas

These criteria apply to filter strips for feedlot and backyard runoff.

A settling basin, vegetated barriers, or low velocity channel shall be provided between the waste source and filter strip when more than 100 1,000-pound animal units are confined. Such facilities should be considered for use with all filter strips.

A constructed settling basin, if needed, shall have sufficient capacity, as a minimum, to store the runoff computed for 15 minutes duration at the peak inflow rate resulting from 2-year, 24-hour rainfall. Any basin outflow shall be disregarded in computing minimum storage. Additional storage capacity, based on frequency of cleaning, shall be provided for manure and other solids settled within the basin. When the basin is cleaned after every significant runoff event, additional storage equivalent to at least 0.5 in. from the concentrated waste area shall be provided. If only annual cleaning of the basin is planned, additional storage equivalent to at least 6 in. from the concentrated waste area shall be provided.

A low velocity channel shall be minimum of 75 ft long. It shall be designed for a flow depth of 0.5 ft or less to pass the peak flow resulting from a 2-year, 24-hour rainfall at a velocity of 0.5 ft per second or less. Provisions shall be provided for removing settled solids from the channel as necessary to maintain proper functioning.

A filter strip may be a relatively uniform grass area or grass waterway. Minimum dimensions shall be based on the peak outflow from the concentrated waste area or settling facility based on a 2-year, 24-hour rainfall.

Grass area filter strips shall be generally on the contour and sufficiently wide to pass the peak flow at a depth of 0.5 in. or less. Flow length shall be sufficient to provide at least 15 minutes of flow-through time.

Grass channel filter strips shall be designed to carry the peak flow at a depth of 0.5 ft or less. Flow length shall be sufficient to provide at least 30 minutes of flow thorough time. Grass species and shape of channel shall be such that grass stems will remain upright during design flow.

Filter strips for controlled overland flow treatment of liquid wastes

These criteria apply to filter strips for wastewater from milk parlors, milking centers, waste treatment lagoon, food processing plants, and animal waste storage facilities. Overland flow filter strips shall be installed on natural or constructed sloped of 2 to 6 percent. They shall have minimum flow lengths of 100 ft on 2 percent slopes and proportionately up to 300 ft on 6 percent slopes. Weekly wastewater application rates should not exceed 6 in. and should be only 1 or 2 in. for highly concentrated wastes. Daily application times should not exceed 6 hours, and should be decreased to 2 hours for more concentrated wastes such as that from animal waste storage facilities. Filter strips should be rested at least 2 days each week.

Filter strips on forestland

These criteria apply to filter strips for runoff as part of a forestry operation to reduce delivery of sediment into waterways.

As a guide, the length of flow through undisturbed forest floor should be at least 25 ft for slopes of less than one percent and proportionately up to at least 65 ft for 30 percent slopes and at least 150 ft for 70 percent slopes. Longer flow lengths should be used as contributing drainage areas increase.

CONSIDERATIONS

Evaluate type and quantity of pollutant, slopes and soils, adapted vegetative species, time of year for proper establishment of vegetation, necessity for irrigation, visual aspects, fire hazards, and other special needs. Prevent erosion where filters outlet into streams or channels. If filter strips are to be used in treating wastewater or polluted runoff from concentrated livestock areas, the following must be considered.

1. Adequate soil drainage to ensure satisfactory performance.
2. Provisions for preventing continuous or daily discharge of liquid waste unless the area is adequate for infiltrating all daily applied effluent.

Temporary storage should be considered to prevent discharge to the filter strip more frequently than one every 3 days.

3. Enough rest periods to maintain an aerobic soil profile. Storage or alternating filter strips may be desirable.
4. Reduced effectiveness of filter strips under snow or frozen conditions.
5. An adequate filter area and length of flow to provide the desired reduction of pollutants. A serpentine or switchback channel can be used to provide greater length of flow.
6. Provisions for excluding roof water and unpolluted surface runoff.
7. Slopes less than 5 percent are more effective; steeper slopes require a greater area and length of flow.
8. Provisions for mowing and removing vegetation to maintain the effectiveness of the filter area. While not generally recommended, controlled grazing may be satisfactory when the filter area is dry and firm.
9. The need for a level lip weir, gated pipe, sprinklers, or other facilities to distribute flow uniformly across the top of the filter strip and maintain sheet flow through the strip.

Filter strips by themselves will not meet the "non-discharge" requirement applicable to livestock operations requiring permits under the National Pollutant Discharge Elimination System. More stringent pollution abatement measures may also be necessary where receiving waters must be highly protected.

Endangered Species Considerations

Determine if installation of this practice with any others proposed will have any effect on any federal or state listed Rare, Threatened or Endangered species or their habitat. NRCS's objective is to benefit these species and others of concern or at least not have any adverse effect on a listed species. If the Environmental Evaluation indicates the action may adversely affect a listed species or result in adverse modification of habitat of listed species which has been determined to be critical habitat, NRCS will advise the land user of the requirements of the Endangered Species Act and

recommend alternative conservation treatments that avoid the adverse effects. Further assistance will be provided only if the landowner selects one of the alternative conservation treatments for installation; or at the request of the landowners, NRCS may initiate consultation with the Fish and Wildlife Service, National Marine Fisheries Service and/or California Department of Fish and Game. If the Environmental Evaluation indicates the action will not affect a listed species or result in adverse modification of critical habitat, consultation generally will not apply and usually would not be initiated. Document any special considerations for endangered species in the Practice Requirements Worksheet.

Some species are year-round residents in some streams, such as, freshwater shrimp. Other species, such as steelhead and salmon, utilize streams during various seasons. Be aware that during critical periods, such as spawning, eggs in gravel's, and rearing of young may preclude activities in the stream that may directly affect the stream habitat during those periods. For example there should be no disturbance of stream gravel beds that may have eggs in them. That could include any equipment in the stream or even walking in the stream or work upstream that may result in sediment depositing in the gravel beds. Document any special considerations for endangered species in the Practice Requirements Worksheet.

Water Quantity

1. Filter strips may have only a minor effect on the quantity of surface and ground water.

Water Quality

1. Filter strips for sediment and related pollutants meeting minimum requirements may trap the coarser grained sediment.
2. Filter strips for runoff from concentrated livestock areas may trap organic material, solids, materials that become absorbed to the vegetation or the soil within the filter.
3. Filter strips for controlled overland flow treatment of liquid wastes may effectively filter out pollutants.
4. All types of filters may reduce erosion on the area on which they are constructed.
5. Filter strips trap solids from the runoff flowing in sheet flow through the filter.

PLANS AND SPECIFICATIONS

Plans and specifications shall be in keeping with this standard and shall describe the requirements for applying the practice to achieve its intended purpose.

OPERATION AND MAINTENANCE

Development of rills and small channels within filter areas must be minimized. Needed repairs must be made immediately to reestablish sheet flow. A shallow furrow on the contour across the filter can be used to reestablish sheet flow. Vegetation must be maintained in a vigorous condition. If livestock have access to the filter area, it must be fenced to control grazing.

Filter strips may not filter out soluble or suspended fine-grained materials. When a storm causes runoff in excess of the design runoff, the filter may be flooded and may cause large loads of pollutants to be released to the surface water. This type of filter requires high maintenance and has a relatively short service life and is effective only as long as the flow through the filter is shallow sheet flow.

Often they will not filter out soluble materials. This type of filter is often wet and is difficult to maintain.

The filter must be properly managed and maintained, including the proper resting time. Filter strips on forestland may trap coarse sediment, timbering debris, and other deleterious material being transported by runoff.

NATURAL RESOURCES CONSERVATION SERVICE
CONSERVATION PRACTICE STANDARD

IRRIGATION SYSTEM, SPRINKLER

(No. and Acre)
CODE 442

DEFINITION

A planned irrigation system in which all necessary facilities are installed for efficiently applying water by means of perforated pipes or nozzles operated under pressure.

Scope

This standard applies to the sprinkler irrigation system through which water is distributed by means of sprinklers or spray nozzles. It applies to all components of the on-farm system except for special structures such as permanently installed mains and laterals (irrigation pipeline, 430, and pumping plants, 533). It does not include trickle irrigation systems (441).

PURPOSES

To efficiently and uniformly apply irrigation water to maintain adequate soil moisture for optimum plant growth without causing excessive water loss, erosion, or reduced water quality.

CONDITIONS WHERE PRACTICE APPLIES

Sprinkler irrigation plans shall be based on an evaluation of the site and the expected operating conditions. The soils and topography shall be suitable for irrigation for the proposed crops.

Enough good-quality water must be available for practical irrigation of the crops to be grown.

The sprinkler method of water application is suited to most crops, to most irrigable lands, and to most climatic conditions where irrigated agriculture is feasible.

CRITERIA

Depth of application

The net depth of application shall be based on the available moisture capacity of the soil in the root zone

of the crop irrigated or a lesser amount consistent with the land user's operation plan. The gross depth shall be determined by using field application efficiencies consistent with the conservation of water resources.

Capacity

In regularly irrigated areas, sprinkler irrigation systems shall have either (1) a design capacity adequate to meet the moisture demands of all crops to be irrigated in the design area or (2) enough capacity to meet the requirements of several selected irrigations during critical crop growth periods when less than full irrigation is planned. In computing capacity requirements, allowance must be made for reasonable water losses during application periods.

Systems for special-purpose irrigation shall have the capacity to apply a stated amount of water to the design area in a specified net operating period.

Design application rate

The design rate of application shall be within a range established by the minimum practical application rate under local climatic conditions and the maximum rate consistent with the intake rate of the soil and the conservation practices used on the land. If two or more sets of conditions are in the design area, the lowest maximum application rate for areas of significant size shall apply.

Distribution patterns and spacing

A combination of sprinkler spacing, nozzle sizes, and operating pressure that most nearly provides the design application rate and distribution shall be selected. The velocity of prevailing winds and other conditions must be considered.

If available from the manufacturers, uniformity coefficient data shall be used in selecting sprinkler spacing, nozzle sizes, and operating pressure. The uniformity coefficient shall be not less than as shown below:

70% for orchards
 75% for deep-rooted (4 ft or more) field and forage crops
 85% for high-value or shallow-rooted crops
 and for any crop where fertilizer or pesticides are applied through the system.

In the absence of such data, sprinkler performance tables provided by the manufacturers shall be used in selecting nozzle sizes, operating pressure, and wetted diameter for the required sprinkler discharge. The maximum spacing shall comply with the following criteria:

1. For low, intermediate, and moderate-pressure sprinklers, the spacing along lateral lines (S_l) shall not exceed 50 percent of the wetted diameter, as given in the manufacturer's performance tables, when the sprinkler is operating under optimum pressure. The spacing of laterals along the main line (S_m) shall not exceed 65 percent of this wetted diameter. If winds that can affect the distribution pattern are likely, spacing (S_m) shall be reduced to 60 percent for average velocities of 5 mi/h, to 50 percent for average velocities of 10 mi/h, and to 30 percent for average velocities greater than 10 mi/h.
2. For high-pressure sprinklers and for the giant hydraulic type, the maximum distance (diagonal) between two sprinklers on adjacent lateral lines shall not exceed two-thirds of the wetted diameter under favorable operating conditions. If winds that can affect the distribution pattern are likely, the diagonal spacing shall be reduced to 50 percent of the wetted diameter for average velocities of 5 mi/h and to 30 percent for average velocities greater than 10 mi/h.
3. For perforated pipelines, the spacing recommendations of the manufacturers for the design application rate, number and size of perforations, and operating pressure shall be followed.

Lateral lines

Lateral lines shall be so designed that the total pressure variation at the sprinkler heads, resulting from friction head and static head, does not exceed 20 percent of the design operating pressure of the sprinklers.

Except for under tree operation, riser pipes used in lateral lines shall be long enough to prevent interference with the distribution pattern when the tallest crop is irrigated. Riser lengths shall not be less than shown below:

Sprinkler discharge	Riser length
gal/min	in
Less than 10.....	6
10-25	9
25-50.....	12
50-120.....	18
More than 120.....	36

Main lines

The design of main lines, submains, and supply lines shall insure that the quantities of water required are conveyed to all lateral lines at the maximum required pressure.

If the pressure required for sprinkler system operation is provided by pumping, main line pipe sizes shall insure that there is an economical balance between the capitalized cost of the pipe and annual pumping costs.

Pump and power unit

The pump capacity and the power unit shall be adequate to operate the sprinkler system efficiently when maximum capacity is being pumped against maximum total dynamic head

Design Criteria: Hand-Move Aluminum Tubing

Working Pressure: The maximum working pressure shall be as shown in Table 1.

Table 1.

Pipe size (in.)	Pressure (psi)
3-6	150
8	100
10	80
12	70

Friction Losses: For design purpose, friction head losses shall be no less than those computed by the Hazen-Williams equation, using a roughness coefficient of $C=130$ for mainlines, and $C=120$ for laterals (to account for joint losses). A multiple outlet factor can be used in computing losses when it affects the design pipe size.

Flow Velocity: The design velocity in the pipeline when operating at system capacity shall not exceed 7ft./sec.

Risers and Sprinkler Heads: All risers and sprinklers shall be as recommended by the manufacturer.

CONSIDERATIONS

Water Quantity

1. Effects on the water budget, especially the volume and rate of runoff, infiltration, evaporation, transpiration, and deep percolation, and ground water recharge.
2. Potential for changes in plant growth and transpiration because of changes in the volume of soil water.
3. Effects on downstream flows or aquifers that would affect other water uses or users.
4. The effect on the water table of the field in providing suitable rooting depth for anticipated land uses.
5. Potential ability to manage irrigation water through control of water in the root zone.

Water Quality

1. Effects on erosion and the movement of sediment, and soluble and sediment-attached substances carried by runoff.
2. Effects of nutrients and pesticides on surface and ground water quality.
3. Potential effects on the movement of dissolved substances below the root zone or to ground water.
4. Effects of soil water levels on such nutrient processes as nitrification and denitrification.
5. Effects of soil water levels in controlling the salinity of soils, soil water or downstream water quality.
6. Effects on the visual quality of downstream water resources.

Endangered Species Considerations

Determine if installation of this practice with any others proposed will have any effect on any federal or state listed Rare, Threatened or Endangered species or their habitat. NRCS's objective is to benefit these species and others of concern or at least not have any adverse effect on a listed species. If the Environmental Evaluation indicates the action may adversely affect a listed species or result in adverse modification of habitat of listed species which has been determined to be critical habitat, NRCS will advise the land user of the requirements of the Endangered Species Act and recommend alternative conservation treatments that avoid the adverse effects. Further assistance will be provided only if the landowner selects one of the alternative conservation treatments for installation; or at the request of the landowners, NRCS may initiate consultation with the Fish and Wildlife Service, National Marine Fisheries Service and/or California Department of Fish and Game. If the Environmental Evaluation indicates the action will not affect a listed species or result in adverse modification of critical habitat, consultation generally will not apply and usually would not be initiated. Document any special considerations for endangered species in the Practice Requirements Worksheet.

PLANS AND SPECIFICATIONS

Plans and specifications for constructing irrigation sprinkler systems shall be in keeping with this standard and shall describe the requirements for properly installing the practice to achieve its intended purpose.

OPERATION AND MAINTENANCE

An operation and maintenance plan must be prepared for use by the owner or others responsible for operating the system. The plan should provide specific instructions for operating and maintaining the system to insure that it functions properly. It should also provide for periodic inspections and prompt repair or replacement of damaged components.

NATURAL RESOURCES CONSERVATION SERVICE
CONSERVATION PRACTICE STANDARD

IRRIGATION WATER MANAGEMENT

(Acre)
CODE 449

DEFINITION

Irrigation water management is the process of determining and controlling the volume, frequency, and application rate of irrigation water in a planned, efficient manner.

PURPOSE

Irrigation water management is applied as part of a conservation management system to support one or more of the following:

- Manage soil moisture to promote desired crop response
- Optimize use of available water supplies
- Minimize irrigation induced soil erosion
- Decrease non-point source pollution of surface and groundwater resources
- Manage salts in the crop root zone
- Manage air, soil, or plant micro-climate.

CONDITIONS WHERE PRACTICE APPLIES

This practice is applicable to all irrigated lands.

An irrigation system adapted for site conditions (soil, slope, crop grown, climate, water quantity and quality, etc.) must be available and capable of applying water to meet the intended purpose(s).

CRITERIA

General Criteria Applicable To All Purposes

All work shall comply with Federal, State, and local laws and regulations. Water shall not be applied in excess of the needs to meet the intended purpose.

Irrigator Skills and capabilities

The irrigator and/or decision-maker shall have the knowledge and capability to manage and apply irrigation water in such a manner that the purposes

can be reasonably achieved.

Proper irrigation scheduling, in both timing and amount, control of runoff, and the uniform application of water are of primary concern. The knowledge and capabilities required for efficient water management shall include:

A. General

1. How to determine when irrigation water should be applied, based on the rate of water used by crops and on the stages of plant growth and/or soil moisture monitoring.
2. How to measure or estimate the amount of water required for each irrigation, including the leaching needs.
3. How to recognize and control erosion caused by irrigation.
4. How to estimate the uniformity of water application.
5. The capability to measure the amount of water applied.
6. How to perform system maintenance to assure efficient operation.
7. How to determine "where the water goes" after entering the soil surface considering surface and subsurface wetting patterns and soil available water holding capacity.
8. How to manage salinity and shallow water tables through water management.
9. The capability to control the irrigation delivery.

B. Surface Systems

1. The relationship between advance rate, time of opportunity, intake rate, and other

characteristics on distribution uniformity and the amount of water infiltrated.

2. How to estimate and control the amount of irrigation runoff.
3. How to adjust stream size, or irrigation time to compensate for seasonal changes in intake rate and the amount of water to be applied.

C. Pressurized Systems

1. How to adjust the application rate and duration to apply the required amount of water.
2. How to recognize and remedy runoff problems.
3. How to identify and improve uniformity of water application.

System Performance

The irrigation system must be capable of applying water uniformly and provide the irrigator with adequate control over water application. The uniformity shall be that which is economically achievable for a given irrigation method and area.

Additional Criteria to Manage Soil Moisture to Promote desired Crop Response

The following principles shall be applied for various crop growth stages:

- The volume of water needed for each irrigation shall be based on plant available water holding capacity of the soil for the crop rooting depth, management allowed soil water depletion, irrigation efficiency, and water table contribution.
- The irrigation frequency shall be based on the volume of irrigation water needed and/or available, the rate of crop evapotranspiration, and effective precipitation.
- The application rate shall be based on the volume of water to be applied, the frequency of irrigation applications, soil infiltration and permeability characteristics, and the capacity of the irrigation system.

Additional Criteria To Optimize Use Of Water Supplies

Limited irrigation water supplies shall be managed to meet critical crop growth stages.

Additional Criteria to Minimize Irrigation Induced Soil Erosion

Application rates shall be consistent with local field conditions for long term productivity of the soil.

Additional Criteria to Decrease Non-Point Source Pollution of Surface and Groundwater Resources

Water application shall be at rates that minimize transport of sediment, nutrients, and chemicals to surface waters and that minimize transport of nutrients and chemicals to groundwater.

Additional Criteria to Manage Salts in the Crop Root Zone

The irrigation application volume shall be increased by the amount required to maintain an appropriate salt balance in the soil profile.

The requirement shall be based on the leaching procedure contained in the National Engineering Handbook (NEH) Part 623, Chapter 2.

Additional Criteria to Manage Air, Soil, or Plant Micro-Climate

The irrigation system shall have the capacity to apply the required rate of water for cold or heat protection as determined by the methodology contained in NEH Part 623, Chapter 2.

CONSIDERATIONS

The following items should be considered when planning irrigation water management:

- Consideration should be given to managing precipitation effectiveness, crop residues, and reducing system losses.
- Modify plant populations, crop and variety selection, and irrigated acres to match available or anticipated water supplies.
- Consider potential for spray drift and odors when applying agricultural and municipal wastewater.

- Equipment modifications and/or soil amendments such as polyacrylamides and mulches should be considered to decrease erosion.
- Consider the quality of water and the potential impact to crop quality and plant development.
- Quality of irrigation water should be considered relative to its potential effect on the soil's physical and chemical properties, such as soil crusting, pH, permeability, salinity, and structure.
- Avoid traffic on wet soils to minimize soil compaction.
- Consider the effects that irrigation water has on wetlands, water related wildlife habitats, riparian areas, cultural resources, and recreation opportunities.
- Management of nutrients and pesticides.
- Schedule salt leaching events to coincide with low residual soil nutrients and pesticides.
- Water should be managed in such a manner as to not drift or come in direct contact with surrounding electrical lines, supplies, devices, controls, or components that would cause shorts in the same or the creation of an electrical safety hazard to humans or animals.
- Consideration should be given to electrical load control/interruptible power schedules, repair and maintenance downtime, and harvest downtime.
- Consider improving the irrigation system to increase distribution uniformity of irrigation water application.

ENDANGERED SPECIES CONSIDERATIONS

Determine if installation of this practice with any others proposed will have any effect on any federal or state listed Rare, Threatened or Endangered species or their habitat. NRCS's objective is to benefit these species and others of concern or at least not have any adverse effect on a listed species. If the Environmental Evaluation indicates the action may adversely affect a listed species or result in adverse modification of habitat of listed species which has been determined to be critical habitat, NRCS will advise the land user of the requirements of the Endangered Species Act and recommend alternative conservation treatments that avoid the adverse effects. Further assistance will be provided only if the landowner selects one of the alternative conservation treatments for installation; or at the request of the landowners, NRCS may initiate consultation with the Fish and Wildlife Service, National Marine Fisheries Service and/or California Department of Fish and Game. If the Environmental Evaluation indicates the action will not affect a listed species or result in adverse modification of critical habitat, consultation generally will not apply and usually would not be initiated. Document any special considerations for endangered species in the Practice Requirements Worksheet.

PLANS AND SPECIFICATIONS

Application of this standard may include job sheets or similar documents that specify the applicable requirements, system operations, and components necessary for applying and maintaining the practice to achieve its intended purpose(s).

OPERATION AND MAINTENANCE

There are no operation and maintenance (O&M) aspects applicable to this standard. Necessary O&M items are addressed in the physical component standards considered companions to this standard.

NATURAL RESOURCES CONSERVATION SERVICE
CONSERVATION PRACTICE STANDARD

NUTRIENT MANAGEMENT

(Acre)
CODE 590

DEFINITION

Managing the amount, form, placement, and timing of applications of plant nutrients.

PURPOSES

To supply plant nutrients for optimum forage and crop yields, minimize entry of nutrients to surface and groundwater, and to maintain or improve chemical and biological condition of the soil.

CONDITIONS WHERE PRACTICE APPLIES

On lands where plant nutrients are applied. Sources of nutrients shall be considered using appropriate soil, water, and plant resource management features to protect water quality.

On lands within a ground water quality concern area, or within a surface water quality concern area, where plant nutrients are applied.

CRITERIA

Ground Water Quality Concern Area

If nitrogen fertilizer is not being applied, consider this practice not needed on this field (or CTU).

Find the Leaching Index rating for each soil mapping component in the field or conservation treatment unit (CTU). Refer to the Leaching Index for Soluble Nutrients data in Section II of the Field Office Technical Guide (FOTG).

Where all the soil mapping components are rated "NOMINAL", consider this practice not needed on this field (or CTU).

For those fields (or CTUs) that have one or more soil mapping components rated "INTERMEDIATE" or "HIGH", determine which nitrogen fertilizers including animal wastes and legume cover and green manure crops are being used, the amounts, and the application schedules.

Develop a crop nitrogen use budget for each crop in the proposed cropping sequence. Describe the kinds and amounts of nitrogen fertilizers planned to meet the crop fertility needs and the placement and timing of fertilizer for each crop. Describe the frequency of soil tests and/or plant tissue testing.

Evaluate nutrient overloading if animal wastes are applied to include time of year, presence of shallow water tables, proximity to water, and location of tile drain systems.

Compare the planned application rates to the amounts used by each crop. Where the amount of nitrogen being used is considered excessive for the yield goal after consultation with UC Cooperative Extension, specify that the application rate shall be reduced.

Realistic yield goals should be based upon soil type, available moisture, historical yield data, climatic conditions, and fertilizer costs versus returns.

Identify alternatives including substitution of other nitrogen fertilizers - ammonium forms, reducing the rates, and changing one of the crops. Consider split applications and changing the time interval between an application and the next irrigation or expected rainfall event. Make applications during the last part of the sprinkler or trickle irrigation cycle to minimize leaching.

Specify management practices such as winter cover crops that can be used to take up excess plant nutrients to prevent their movement out of the root zone during the non-growing season. Proper irrigation water management can reduce deep percolation of nutrients.

Surface Water Quality Concern Area

If nitrogen or phosphorus fertilizer is not being applied, consider this practice not needed on this field (or CTU).

If nitrogen or phosphorus fertilizer is being applied but the predicted sheet and rill erosion rate does not exceed the soil loss tolerance for the critical soil map unit for

planning, consider this practice not needed on this field (or CTU). If field is irrigated but the predicted furrow irrigation erosion rate does not exceed the soil loss tolerance for the critical soil map unit for planning, consider this practice not needed on this field (or CTU).

Find the Soil Surface Loss Potential rating for each soil mapping component in the field or conservation treatment unit (CTU). Refer to the Soil Ratings For Determining Water Pollution Risk For Pesticides list in Section II of the Field Office Technical Guide (FOTG).

Where all the soil mapping components are rated "NOMINAL", consider this practice not needed on this field (or CTU).

For those fields (or CTUs) that have one or more soil mapping components rated "INTERMEDIATE" or "HIGH", determine if nitrogen or phosphorus fertilizers are being used, the amounts, and the application schedules.

Develop a crop nitrogen and phosphorus use budget for each crop in the proposed cropping sequence. Describe the kinds and amounts of fertilizers planned to meet the crop fertility needs and the placement and timing of fertilizer for each crop. Describe the frequency of soil tests and/or plant tissue testing.

Compare the planned application rates to the amounts used by each crop. Where the amount of nitrogen or phosphorus being used is considered excessive for the yield goal after consultation with UC Cooperative Extension, specify that the application rate shall be reduced.

Realistic yield goals should be based upon soil type, available moisture, historical yield data, climatic conditions, and fertilizer costs versus returns.

Identify alternatives for the placement and timing of fertilizer for each crop, including deeper placement, banding, reduced rates, as well as changing one crop or cultural practices to reduce the predicted soil loss due to rainfall or irrigation to an acceptable level.

Maintenance of good soil tilth and control of compaction and plowpans will make plant nutrient absorption more efficient reducing need for applied fertilizer to compensate for restricted root development.

Plan erosion control practices to minimize soil loss and runoff that can carry dissolved and attached nutrients to

surface waters. Proper tailwater management can reduce nutrient laden irrigation water.

CONSIDERATIONS

1. Evaluate water quality standards and designated use limitations that exist locally or statewide in managing nutrients to protect the quality of water resources.
2. Evaluate sources and forms of nutrients available for plant growth and production and how they affect the nutrient budget for the proposed crop and target yield.
3. Consider effects of the seasonal water budget on nutrient balance and on potential loss from the plant environment to surface or ground water. These effects will be the basis for developing the nutrient management plan for the practice application.
4. Consider the use of legume cover crops or green manure crops, where feasible, to provide a nitrogen source for the next crop. Be sure to consider these effects in the nutrient budget.
5. Consider the effects of soil erosion control practices used to reduce soil loss, runoff, and transport and leaching of dissolved and attached nutrients should be considered.
6. Consider adjustments to rate, timing, placement, method of application, and nutrient form to conform to seasonal variation in plant uptake needs, reduce soil fixation, and avoid excessive soil-water solution nutrient concentrations that could leach out of the root zone when capacity is exceeded.
7. Consider induced deficiencies of nutrients due to excessive levels of other nutrients, and the effect of soil pH on the availability of both soil and applied sources of plant nutrients and the optimum pH range of the crop to be grown.
8. Consider the importance of soil tilth and organic content on plant nutrient absorption and root development.
9. Consider cover crops following crop harvest, where appropriate, to take up residual nutrients.
10. Evaluate use of practices such as crop rotations, selection of crop varieties, waste utilization, etc.,

that enhance efficiency of nutrient uptake and improve soil and soil water conditions.

11. Consider waste storage and treatment needs to meet application timing as well as land area requirements for proper waste utilization.
12. Evaluate the effects of water table management or controlled drainage on availability and movement of nutrients.

Endangered Species Considerations

Determine if installation of this practice with any others proposed will have any effect on any federal or state listed Rare, Threatened or Endangered species or their habitat. NRCS's objective is to benefit these species and others of concern or at least not have any adverse effect on a listed species. If the Environmental Evaluation indicates the action may adversely affect a listed species or result in adverse modification of habitat of listed species which has been determined to be critical habitat, NRCS will advise the land user of the requirements of the Endangered Species Act and recommend alternative conservation treatments that avoid the adverse effects. Further assistance will be provided only if the landowner selects one of the alternative conservation treatments for installation; or at the request of the landowners, NRCS may initiate consultation with the Fish and Wildlife Service, National Marine Fisheries Service and/or California Department of Fish and Game. If the Environmental Evaluation indicates the action will not affect a listed species or result in adverse modification of critical habitat, consultation generally will not apply and usually would not be initiated. Document any special considerations for endangered species in the Practice Requirements Worksheet.

Some species are year-round residents in some streams, such as, freshwater shrimp. Other species, such as steelhead and salmon, utilize streams during various seasons. Be aware that during critical periods, such as spawning, eggs in gravel's, and rearing of young may preclude activities in the stream that may directly affect the stream habitat during those periods. For example there should be no disturbance of stream gravel beds that may have eggs in them. That could include any equipment in the stream or even walking in the stream or work upstream that may result in sediment depositing in the gravel beds. Document any special considerations for endangered species in the Practice Requirements Worksheet.

Water Quantity

This practice is considered to have no effect on the amount of water.

Water Quality

This practice principally reduces the availability of nutrients that could pollute surface or ground water by limiting the amount applied to the soil to that needed to produce an optimum crop yield.

Major reductions are expected in the amount of nitrate Nitrogen that reaches ground water and a corresponding reduction in the contamination of private wells and domestic wells. Contamination of wells will be avoided in many areas.

Streams and lakes and other surface water bodies will receive less Phosphorus resulting in a decreased rate of eutrophication.

PLANS AND SPECIFICATIONS

Plans and specifications shall be in keeping with this standard and shall describe the requirements for applying the practice to achieve its intended purpose including the following:

1. Nutrient rates applied to agricultural land shall be based on soil test results, where applicable. Frequency of soil tests and/or plant tissue tests shall be specified.
2. Establish realistic yield goals based on soil map unit, available moisture, historical yield data, climatic conditions, and level of management to minimize potential nutrient loading of surface water and ground water.
3. Develop a nutrient management plan for the crops to be grown. Account for the residual amount of nutrients in the soil and crop residue, add estimated nutrients from anticipated organic waste applications, and then determine the amount of chemical fertilizer needed to meet the nutrient needs of the proposed crop and target yield. Specify the crop, crop rotation, and kind, source, and amount of plant nutrients that will be used to meet the crop fertility needs.
4. If non-farm organic waste is to be used, it shall be analyzed for content and applied as prescribed by Federal, state, or local regulations. Appropriate

documentation of amounts applied should be maintained.

5. Livestock waste shall be analyzed prior to land application to establish nutrient credits and application rates.
6. Credit for nitrogen contributions from legume crops in rotation shall be consistent with current land grant university recommendations.
7. Develop a water budget that will describe the seasonal distribution of water resources under the appropriate soil-crop-management system.
8. Use the "Leaching Index for Soluble Nutrients" procedure or other detailed guidelines from land grant universities to evaluate groundwater pollution potential in conjunction with the water budget for the location.
9. All specifications will be consistent with state and local regulations.
10. Include wording that the person will perform all the necessary operations, safety and maintenance needed.

to state and local regulations, always avoiding high runoff areas, ponds, lakes, streams, and other water bodies. Extreme care must be exercised to avoid contaminating wells.

OPERATION AND MAINTENANCE

The owner or operator will be responsible for operating all equipment safely and maintaining this practice. Maintenance includes the following:

1. Calibrate manure and fertilizer application equipment to ensure applied rates are within 10 percent of the specified rates.
2. Minimize exposure to animal and organic wastes, manure gases, and chemical fertilizers. Wear protective clothing, respirator, gloves, and footwear when appropriate.
3. Protect commercial fertilizer and agricultural waste storage facilities from weather and accidental leakage or spillage that will result in undesirable effects on soil, water, and plants. Dispose of fertilizer containers in an approved manner, according to local and state regulations.
4. When cleaning equipment after nutrient application, remove and save fertilizers or wastes in an appropriate manner. If system is flushed, use rinse water in the following batch of nutrient mixture, where possible, or dispose of it according

NATURAL RESOURCES CONSERVATION SERVICE
CONSERVATION PRACTICE STANDARD

PEST MANAGEMENT

(Acre)
CODE 595A

DEFINITION

Managing agricultural pest infestations (including weeds, insects, and diseases) to reduce adverse effects on plant growth, crop production, and environmental resources.

PURPOSES

To develop a pest management program that is both consistent with selected crop production goals and environmentally acceptable.

CONDITIONS WHERE PRACTICE APPLIES

On cropland where pest control is needed.

On cropland within a ground water quality concern area or within a surface water quality concern area where pest control is needed.

CRITERIA

Ground Water Quality Concern Area

For each field or conservation treatment unit (CTU), determine which target pesticides are being used and their application schedules.

If one or more target pesticides are being used, find the Pesticide Leaching Potential rating for each of the target pesticides. Refer to the Pesticide Data Base in Section II of the Field Office Technical Guide (FOTG).

Find the Soil Leaching Potential rating for each soil mapping component in the field (or CTU). Refer to the Soil Ratings For Determining Water Pollution Risk For Pesticides list in Section II of the FOTG.

Determine the Potential Pesticide Loss to Leaching rating for each target pesticide being used. Refer to the Potential Pesticide Loss to Leaching Matrix in Section II of the FOTG.

Where the Potential Pesticide Loss to Ground Water is rated as 3, consider this practice not needed on this field (or CTU).

Surface Water Quality Concern Area

For each field or conservation treatment unit (CTU), determine which target pesticides are being used and their application schedules.

If one or more target pesticides are being used, find the Pesticide Surface Loss Potential rating for each of the target pesticides. Refer to the Pesticide Data Base in Section II of the Field Office Technical Guide (FOTG).

Find the Soil Surface Loss Potential rating for each soil mapping component in the field (or CTU). Refer to the Soil Ratings For Determining Water Pollution Risk For Pesticides lists in Section II of the FOTG.

Determine the Potential Pesticide Loss to Surface Runoff rating for each targeted pesticide being used. Refer to the Potential Pesticide Loss to Surface Runoff Matrix in Section II of the FOTG.

Where the Potential Pesticide Loss to Surface Runoff is rated as 3, consider this practice not needed on this field (or CTU).

Both Water Quality Concern Areas

Where the Potential Pesticide Loss to Ground Water or Surface Runoff is rated as 1 or 2, this practice is needed on this field (or CTU).

Specify the target pests, the cropping sequence, and the target pesticides being used.

Evaluate each target pesticide for its health hazard to humans and animals. If a pesticide is a potential danger to health, suggest that the land user/producer substitute an alternative pesticide, alternative pesticide application techniques, or other pest management techniques.

Identify alternatives with the land user/producer to reduce or eliminate target pesticides including such items as changing crop management techniques to include rotations.

Plan erosion control practices to minimize soil loss and runoff that can carry dissolved and adsorbed pesticides to surface waters. Proper irrigation water management will reduce deep percolation of pesticides. Proper tailwater management can reduce runoff containing pesticides.

Field applications of pesticides should be forgone just prior to predicted heavy rainfall or irrigation to prevent surface water contamination and ineffective control of target plants and animals.

Identify the use of integrated pest management (IPM) systems that utilize the most appropriate means of pest control including cultural, mechanical, chemical, and biological control such as insect attractant traps.

Consider crop rotation and varietal resistance as a part of the integrated pest management system. This will remove or reduce pesticide availability as a potential pollutant of water.

Encourage field scouting of pests to determine when the treatment threshold has been reached. Treatment thresholds for specific insects and crops are available from Cooperative Extension. Uneconomic and environmentally unneeded application of pesticides can thus be avoided.

CONSIDERATIONS

1. Use integrated pest management principles, some major features of which are incorporated in subsequent items.
2. Consider the use of crop rotations, crop varieties resistant to the target pest(s), and adjusting planting dates to help control weed, insect, and disease problems.
3. Consider mechanical cultivation and biological controls, where appropriate, to control pests.
4. Consider the effect of adequate plant nutrients and soil moisture, favorable pH, and good soil condition to reduce plant stress and improve plant vigor.
5. Consider use of hand weeding for small, isolated areas, or on larger areas where labor costs are not

prohibitive. Spot spraying rather than full-coverage spraying is another alternative.

6. Consider pesticide characteristics such as solubility, toxicity, degradation products, mobility, persistence, adsorption, and efficacy, and relationships to site characteristics such as soil, geology, depth to water table, proximity to surface water, topography, climate, and sensitive environmental elements to determine the potential impact on water quality.
7. Practice timing of pesticide application in relation to present soil moisture, anticipated weather conditions, and irrigation to achieve greatest efficiency and reduce potential for offsite transport. The method of pesticide application, such as ground or aerial spraying, wicking, granules, etc., is important since the degree of drift and volatilization can vary considerably.
8. Consider the effects of erosion control practices, including subsurface water management, used to reduce soil loss and runoff on transport of adsorbed and dissolved pesticides.
9. Consider the effects of repetitive use of the same or similar pesticides on pest resistance and shifts in the pest types.
10. Consider effects of pest control measures on non-target soil organisms, and on aquatic and terrestrial life. Special care should be afforded to threatened and endangered species of plants and animals.
11. Consider effects of the seasonal water budget on potential pesticide loss from the plant environment to surface or ground water.

Endangered Species Considerations

Determine if installation of this practice with any others proposed will have any effect on any federal or state listed Rare, Threatened or Endangered species or their habitat. NRCS's objective is to benefit these species and others of concern or at least not have any adverse effect on a listed species. If the Environmental Evaluation indicates the action may adversely affect a listed species or result in adverse modification of habitat of listed species which has been determined to be critical habitat, NRCS will advise the land user of the requirements of the Endangered Species Act and recommend alternative conservation treatments that avoid the adverse effects. Further assistance will be provided only if the landowner selects one of the alternative conservation treatments for installation; or

at the request of the landowners, NRCS may initiate consultation with the Fish and Wildlife Service, National Marine Fisheries Service and/or California Department of Fish and Game. If the Environmental Evaluation indicates the action will not affect a listed species or result in adverse modification of critical habitat, consultation generally will not apply and usually would not be initiated. Document any special considerations for endangered species in the Practice Requirements Worksheet.

Some species are year-round residents in some streams, such as, freshwater shrimp. Other species, such as steelhead and salmon, utilize streams during various seasons. Be aware that during critical periods, such as spawning, eggs in gravel's, and rearing of young may preclude activities in the stream that may directly affect the stream habitat during those periods. For example there should be no disturbance of stream gravel beds that may have eggs in them. That could include any equipment in the stream or even walking in the stream or work upstream that may result in sediment depositing in the gravel beds. Document any special considerations for endangered species in the Practice Requirements Worksheet.

Water Quantity

This practice is considered to have no effect on the amount of water except on irrigated land where it may result in reduced pesticide laden irrigation runoff due to less water being applied.

Water Quality

This practice limits the availability of pesticides in or on the soil and on plant foliage that could pollute surface or ground water by reducing pesticide application numbers and amounts to those necessary to protect the agricultural commodity, or where feasible, eliminating them entirely.

PLANS AND SPECIFICATIONS

1. Identify the target pest(s), the life cycle periods when it is most vulnerable to control, and the best mechanical, biological, or chemical control method or combinations of control and list limitations on use.
2. Develop and use a water budget when planning the use of this practice that will show the seasonal distribution of water resources under the appropriate soil-crop-management system.

3. Describe specifications for any pest management measure consistent with state and local regulations. Appropriate land grant university publications concerning pesticide use will be maintained and updated as part of the field office technical guide, and all recommendations for specific pesticides, rates of pesticides, level of crop tolerance, and effectiveness ratings for the target pest(s) shall be in accordance with these publications.
4. Determine potential pesticide loss to surface runoff and leaching using "Soil Ratings for Pesticide Leaching and Surface Loss Potentials" or other appropriate ratings for soils and pesticides in Section II of the field office technical guide. This information will be used to rank the various pesticides in terms of their potential to contaminate water resources and to consider other management options.
5. All specifications will be consistent with state and local regulations.

Specify that the land user/producer shall consult with a Farm Advisor and a Pest Control Advisor (PCA) licensed by the California Department of Food and Agriculture to explore use of non-target pesticides and use of integrated pest management.

Include wording that the person will perform all the necessary operations, safety and maintenance items needed.

OPERATION AND MAINTENANCE

1. Prepare a chemical management plan.
2. Maintain mechanical equipment in good working condition and calibrate application equipment to ensure recommended rates are applied. Replace worn components of pesticide application equipment as well as other pest management implements.
3. Operators of equipment must be alert at all times to avoid bodily injury and unnecessary exposure to chemicals.
4. Pesticide users must read and follow label directions, maintain appropriate Material Safety Data Sheets (MSDS), and become certified to apply restricted use pesticides.

5. Apply chemicals during periods of minimum potential for drift.
6. Minimize exposure to chemicals, wear protective clothing, and use safety equipment as appropriate.
7. Ensure that the pesticide applicator knows the exact field location to be treated. Post signs according to label directions or state and Federal laws around fields that have been treated. Follow the established re-entry time as stated on the MSDS.
8. Properly locate chemical mixing and equipment rinsing stations relative to potential for contamination of ground or surface water. Extreme care must be taken to follow loading and mixing procedures. Provide for managing accidental spills.
9. Properly rinse equipment and re-use rinsate for subsequent batches of the same pesticide, where possible.
10. Store pesticides in original containers in a locked, well ventilated weather resistant building. Post warning signs on or around the building. Locate the building so that accidental spills will create minimal environmental effects. Dispose of pesticide containers according to label directions and adhere to local or state regulations.
11. Provide emergency wash stations for personnel who might be accidentally exposed to chemicals, and formulate a safety plan complete with information about locations of emergency treatment centers for personnel exposed to chemicals.
12. Ensure that backflow prevention devices are installed and operating properly on irrigation systems used for applying pesticides.
13. Recognize the dangers from excessive exposure to the take appropriate precautionary measures. This is especially important for farm workers who spend long hours in the field.
2. Always maintain a safe distance of several hundred feet from water wells when mixing and loading pesticides.
3. Clean application equipment after each use by triple rinsing according to state and local regulations. Be sure rinse water is kept away from high runoff areas, wells, ponds, lakes, streams, and other water bodies.
4. Always store pesticides in the original labeled containers, preferably in a locked building with appropriate warning signs.
5. Dispose of leftover material and containers according to label requirements. Never reuse pesticide containers for any purpose other than to return to manufacturer.

The pesticide user should be encouraged to:

1. Protect water wells with earth berms to prevent accidental pesticide spills from entering the underground water table.

NATURAL RESOURCES CONSERVATION SERVICE
CONSERVATION PRACTICE STANDARD

WASTE UTILIZATION

(acres)
CODE 633

DEFINITION

Using agricultural waste or other waste on land in an environmentally acceptable manner while maintaining or improving soil and plant resources.

PURPOSES

To safely use wastes to provide fertility for crop, forage, or fiber production; to improve or maintain soil structure; to prevent erosion; and to safeguard water resources.

CONDITIONS WHERE PRACTICE APPLIES

On soils and vegetation suitable for the use of waste as a fertilizer. This includes waste from farm, feedlot, dairy operation, municipal treatment plants, and agricultural processing plants.

CRITERIA

Application of Animal Wastes -

The soil loss tolerance shall not be exceeded on soils receiving wastes. Wastes will not be applied to frozen soil or land adjacent to ponds, lake, streams, wells, sinkholes, land subject to flooding, or other areas where there is a probability of water pollution from runoff.

Soils that have a low cation exchange capacity or high permeability and therefore have potential for leaching nutrients through the soil profile causing ground water pollution shall be investigated on-site. Necessary precautions must be taken to avoid pollution of ground water.

To prevent leaching nutrients, base application of liquid waste on the amount of water needed to bring soil moisture content to field capacity at the time of application. Liquid waste is to be applied only during periods of crop growth.

Apply waste in a manner that will cover no more than 25 percent of the leaf surface of growing crops with solids.

To prevent leaf burn for sensitive crops, apply liquids according to local climatic conditions or the irrigation guide. (Application rates will vary according to the salt tolerance of the crop).

For soil salinity control, apply waste at rates which will maintain soil salinity acceptable levels as specified in the Irrigation Guide, Handbook 60, and related references. Focus on the amount of Cl and Na in the waste materials.

To prevent surface runoff, infiltration rate, slope, and slope length must be compatible with application rate.

The amount of N applied to the soil in the wastewater or solids shall not exceed the amount of plant nutrients removed by the crop. Refer to the Agricultural Waste Management Field Handbook.

Application of Municipal Sewage Sludge and Effluent Containing Heavy Metals

All criteria for the application of animal waste must be followed in addition to the following:

Apply sludge only to soils that are adjusted to pH 6.5 or greater and are managed at pH 6.2 or greater thereafter.

Do not apply to land that is to be used for root vegetables or vegetables that are not cooked within one year after application.

When food crops or pasture for milking animals are irrigated with wastewater, the California Administrative Code Title 22, Division 4, 1978 must be followed.

Sludge is not to be applied to soils with less than 20 inches of depth to bedrock or to other root restricting layers.

Privately-owned and controlled land

In all, five elements of major concern have been targeted by the Environmental Protection Agency when sludge is applied to agricultural land. They are cadmium, copper, nickel, lead, and zinc. Table 1 shows their recommended cumulative soil limits in pounds per acre. Note that these loading limits depend on the soil's cation-exchange capacity and a plow layer pH maintained at 6.5 or above. Application of wastes that have these elements should cease if any one of the elements' soil limit is reached (US-EPA 1983).

Loading rates for municipal sludge are not to be changed at the discretion of the local office.

Maximum annual application -- annual rates of sludge and effluent application on land should not exceed the following values:

- When incorporated -- sludge should be applied at no more than 100 percent of the crop requirement for available (inorganic) N. It can be estimated that 20 percent of the organic N becomes available as inorganic N in the year of application.
- When surface applied -- sludge shall be added at no more than 150 percent of the crop requirement for available N.
- Cadmium loading (elemental Cd) on land shall not exceed 1.8 lb/ac/yr. with maximum lifetime site loading with the limits given in Table 1.
- Sludge having cadmium contents greater than 25 mg/kg (dry weight) are not to be applied to privately-owned land unless the cadmium content is less than 1.5 percent of the zinc content on an elemental weight basis.

Publicly controlled land

On publicly controlled land up to 5 times the amount of sludge-borne metals listed in Table 1, may be applied if the sludge is mixed into the 0-6 inch surface soil. Where deeper incorporation is practiced, proportionately higher total metal applications may be made. This application only applies to soils that are adjusted to pH 6.5 or greater when sludge is applied. (Suitability for animal or human consumption of products from these lands is questionable.)

Table 1

Recommended cumulative soil test limits for metal of major concern applied to agricultural cropland (US-EPA 1983)¹

Metal	Soil cation-exchange capacity, meq/100g ^{2 3}		
	less than 5	5 to 15	more than 15
	pounds/acre		
Pb	500	1000	2000
Zn	250	500	1000
Cu	125	250	500
Ni	125	250	500
Cd	4.5	8.9	17.8

¹ Table 1 values should not be used as a definitive guideline for fruit and vegetable production.

² Interpolation should be used to obtain values in CEC range 5-15.

³ Soil plow layer must be maintained at pH 6.5 or above at time of each sludge application.

(Part 651, Agricultural Waste Management Field Handbook.)

CONSIDERATIONS

Based on the results of soil tests and the quantity of nutrients applied in wastes, additional nutrients should be applied in the form of chemical fertilizers to assure an adequate supply of available nutrients for the crops to be grown.

The following data shall be obtained prior to the development of a design for this practice.

- What is the nature of waste, its evaporation, and any mineral elements?
- What is the monthly volume (cu.yds) of each type of waste being produced?
- What is the required land area needed for disposal of waste?
- What is the method of transportation of waste from source to disposal area?
- What environmental issues are created and/or solved?
- What alternatives are available?

Endangered Species Considerations

Determine if installation of this practice with any others proposed will have any effect on any federal or state listed Rare, Threatened or Endangered species or their habitat. NRCS's objective is to benefit these species and others of concern or at least not have any adverse effect on a listed species. If the Environmental Evaluation indicates the action may adversely affect a listed species or result in adverse modification of habitat of listed species which has been determined to be critical habitat, NRCS will advise the land user of the requirements of the Endangered Species Act and recommend alternative conservation treatments that avoid the adverse effects. Further assistance will be provided only if the landowner selects one of the alternative conservation treatments for installation; or at the request of the landowners, NRCS may initiate consultation with the Fish and Wildlife Service, National Marine Fisheries Service and/or California Department of Fish and Game. If the Environmental Evaluation indicates the action will not affect a listed species or result in adverse modification of critical habitat, consultation generally will not apply and usually would not be initiated. Document any special considerations for endangered species in the Practice Requirements Worksheet.

Some species are year-round residents in some streams, such as, freshwater shrimp. Other species, such as steelhead and salmon, utilize streams during various seasons. Be aware that during critical periods, such as spawning, eggs in gravels and rearing of young may preclude activities in the stream that may directly affect the stream habitat during those periods. For example, there should be no disturbance of stream gravel beds that may have eggs in them. That could include any equipment in the stream or even walking in the stream or work upstream that may result in sediment depositing in the gravel beds. Document any special considerations for endangered species in the Practice Requirements Worksheet.

Water Quantity

This practice may improve the soil tilth and increase the water holding capacity of the soil. The practice may decrease erosion by slowing runoff, and may reduce the peak discharge from the watershed. By reducing surface crusting, infiltration is increased which may contribute to an increase in percolation. This may increase the quantity of ground water.

1. Effect on the water budget, especially on volumes, and rates of runoff, and infiltration.

2. Variability of the practice's effects caused by seasonal weather variations.
3. Effects of increasing organic matter on water holding capacity of the soil.
4. Potential for a change in plant growth and transpiration because of changes in the volume of soil water.

Water Quality

Waste utilization helps reduce the transport of sediment and related pollutants to the surface water. Proper site selection, timing of application and rate of application may reduce the potential for degradation of surface and ground water. This practice may increase microbial action in the surface layers of the soils, causing a reaction which assist in controlling pesticides and other pollutants by keeping them in place in the field.

1. Effects on the movement of soluble and sediment-attached substance, sediment, organic material, and pathogens that could be carried by runoff.
2. Effects on the use and management of nutrients and pesticides and resulting effects on surface and ground water quality.

PLANS AND SPECIFICATIONS

Plans and specifications will be in keeping with this standard and shall describe the requirements for applying the practice to achieve its intended purpose. Annual applications will be based on needs of the growing vegetation. Waste application to land must comply with all state laws and local ordinances.

OPERATION AND MAINTENANCE

The owner or operator will be responsible for operating and maintaining this practice. Structures that protect the site or collect runoff will be inspected at least quarterly. Maximum loading for the most critical heavy metal element will be used to determine when to terminate this practice.

Exhibit A

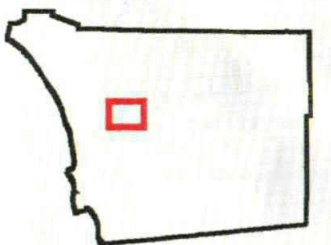
Legend

-  Brammer
-  MHPA



1:8939

Vicinity Map



This map is provided without warranty of accuracy. It is not intended for use in any legal proceeding. The user assumes all responsibility for any errors or omissions. This product may contain information about the state of California. It is not intended for use in any legal proceeding. The user assumes all responsibility for any errors or omissions. This product may contain information about the state of California. It is not intended for use in any legal proceeding. The user assumes all responsibility for any errors or omissions.

Plot Date: 08/02/05

136.423
acres

11.077

13.217

23.131

88.998



THE CITY OF **SAN DIEGO**
EQUAL OPPORTUNITY CONTRACTING PROGRAM
 1010 SECOND AVENUE • SUITE 500 • SAN DIEGO, CA 92101
 (619) 533-4464 • FAX: 533-4474

WORK FORCE REPORT

The objective of the Equal Employment Opportunity Program is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☒ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: BRAMMER FARMS

AKA/DBA: _____

Address (Corporate Headquarters, where applicable): 9018 ARTESIAN RD

City SAN DIEGO County SAN DIEGO State CA Zip 92129

Telephone Number: (619) 756-4851 FAX Number: (619) 756-1410

Name of Company CEO: Bill Brammer

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____ City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: ORGANIC FARMING Type of License: _____

The Company has appointed: Bill Brammer

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 9018 ARTESIAN RD SD CA 92129

Telephone Number: (619) 756-3088 FAX Number: (619) 756-1410

For Firm's: ☐ San Diego Work Force and/or ☐ Managing Office Work Force

I, the undersigned representative of

BRAMMER FARMS
 (Firm Name)

SAN DIEGO
 (County)

CA
 (State)

hereby certify that information provided herein is true and correct. This document was executed on this day of

JUNE 21, 2006

X Bill Brammer
 (Authorized Signature)

X Bill Brammer
 (Print Authorized Signature Name)

EQUAL OPPORTUNITY AGREEMENT

NON-DISCRIMINATION CLAUSE: Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall ensure that its subcontractors comply with the City of San Diego's Equal Employment Opportunity Program.

EQUAL EMPLOYMENT OPPORTUNITY (EEO): Contractor has received, read, understands and agrees to be bound by the City of San Diego *Municipal Code*, Chapter II, Article 2, Division 27 (Equal Employment Opportunity Program) provided with the proposal package.

Contractor has submitted either a *Work Force Report* or an *Equal Employment Opportunity Plan* as required by Section 22.2705 of the City of San Diego *Municipal Code*.

City and Contractor agree that compliance with EEO provisions will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program (EOCP) staff.

EQUAL OPPORTUNITY CONTRACTING: Contractor has received, read, understands and agrees to be bound by the Equal Opportunity Contracting Program requirements described in the proposal package.

If requested, Contractor shall submit the *Outreach and Teaming Survey*. Contractor agrees to provide updated reports as requested by the City.

Contractor agrees to insert equal opportunity compliance language in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

Project Name: BIANCA FARM Bid No.: _____
Company Name: BIANCA FARM Date: 6/21/06

X [Signature]
Authorized Signature

X Bill Berman
Print Authorized Signature Name

WORK FORCE REPORT - Page 2

NAME OF FIRM: BIA MALES FARMSDATE: 6/21/06

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force.

Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Filipino |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian |
| (3) Asian, Pacific Islander | (7) Other Ethnicities; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Executive, Administrative, Managerial		1	3			1							0	0
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical													1	
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors			2											
Transportation and Material Moving			2											
Handlers, Equipment Cleaners, Helpers and Nonconstruction Laborers*														

*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN		1	7			1							0	0
--------------------	--	---	---	--	--	---	--	--	--	--	--	--	---	---

GRAND TOTAL ALL EMPLOYEES

10

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

CALIFORNIA CERTIFIED ORGANIC FARMERS

hereby certifies that

BE WISE RANCH

9018 Artesian Rd.

San Diego, CA 92127

managed by

William Brammer

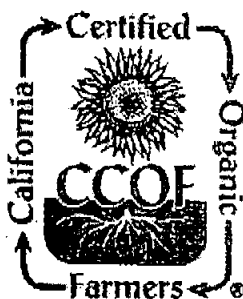
Meets National Organic Standards established by the
USDA/National Organic Program for:

Crops

Since the Date of:

April 29, 2002

This Certificate is valid until surrendered, suspended, or
revoked according to USDA/NOP section 205.404(c)



Brian McElroy

Certification Services Manager

Date Printed: 01/16/2006

This Operation has been Certified by CCOF Since: 03/01/1986

Operation Code: ps001

Standards and documentation available from the CCOF Statewide Office:
1115 Mission St. Santa Cruz CA 95060 (831) 423-2263 www.ccof.org



CALIFORNIA CERTIFIED ORGANIC FARMERS CLIENT PROFILE

1/16/2006

William Brammer
BE WISE RANCH
9018 Artesian Rd.
San Diego CA 92127

This Client Profile is documentation of certified status for Parcel/Crops, Livestock or Handling products or services currently entered into the CCOF USDA Certification Program. The CCOF name and seal may not be used to identify products in New Applicant, Certification Pending or Suspended status. See sections 3.5.1 3.5.2 of the CCOF Certification Handbook, Manual 1. Please Contact the CCOF Santa Cruz, CA Office with any questions regarding the information in this profile.

Parcel Information

- | | | | |
|---|---|-------|-----------|
| 1 | Location: 9018 Artesian Rd, San Diego | | |
| | Parcel Certified Since: 03/01/1986 | Acres | 20.000 |
| | Crops: | | |
| | Transplants[0.500], Citrus[9.500], Avocados[9.500] | | |
| 2 | Location: 9018 Artesian Rd, San Diego | | |
| | Parcel Certified Since: 03/01/1987 | Acres | 10.000 |
| | Crops: | | |
| | Fallow[10.000] | | |
| 4 | Location: San Pasqual: 13450 Highland Valley Rd., San Diego | | |
| | Parcel Certified Since: 08/02/1995 | Acres | 100.000 |
| | Crops: | | |
| | Mixed Vegetables[50.000], Corn (Fresh)[25.000], Melons[25.000] | | |
| 5 | Location: 13455 San Pasqual Rd., San Diego | | |
| | Parcel Certified Since: 08/02/1995 | Acres | 45.000 |
| | Crops: | | |
| | Mixed Vegetables[45.000] | | |
| 6 | Location: Black Mt. Ranch: 8918 Artesian Rd., San Diego; S. side of Artesian Rd. | | |
| | Parcel Certified Since: 09/28/1986 | Acres | 1,000.000 |
| | Crops: | | |
| | Celery[30.000], Beets[20.000], Misc. Leaf Vegetables[125.000], Strawberries[35.000], Tomatoes (Fresh Market)[100.000], Mixed Vegetables[200.000], Carrots[10.000], Squash (Summer)[80.000], Cucumbers[80.000] | | |

Total Acres Certified: 1,175.000

RESOLUTION NUMBER R- 301867

DATE OF FINAL PASSAGE SEP 19 2006

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A 10-YEAR LEASE AGREEMENT BETWEEN THE CITY
AND WILLIAM BRAMMER DBA BRAMMER FARMS FOR
ORGANIC FARMING ON APPROXIMATELY 136.4 ACRES
IN SAN PASQUAL VALLEY.

WHEREAS, the City and William Brammer, an individual doing business as "Brammer Farms" ["Brammer"], have negotiated a 10-year lease agreement for the purpose of organic farming on approximately 136.4 acres of land in San Pasqual Valley; and

WHEREAS, the initial rental rate of \$54,560 per year was determined by appraisal to be the fair market rental rate for the property; and

WHEREAS, the improvements on the leasehold are a conforming use allowed in the Agricultural Preserve per San Pasqual Vision Plan adopted as Council Policy 600-45; and

WHEREAS, exclusive negotiations between the City and Brammer were authorized by the Council's Natural Resources and Culture Committee; and

WHEREAS, Brammer's operations under the lease agreement are unanimously supported and recommended by the San Pasqual/Lake Hodges Planning Group and the Rancho Bernardo Planning Group; and

WHEREAS, the U.S. Fish and Wildlife Service and the California Department of Fish and Game do not object to Brammer's continued organic farming on a portion of the leasehold within the Multi-Habitat Planning Area; and

WHEREAS, the lease agreement provides accommodations for the San Dieguito River Valley Park and public access to public lands, as well as protections regarding water conservation, the arroyo toad, and other environmental concerns; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor is authorized to execute, for and on behalf of The City of San Diego, a 10-year lease agreement with William Brammer, an individual doing business as "Brammer Farms," for organic farming located on approximately 136.4 acres in San Pasqual Valley, San Diego, California, under the terms and conditions set forth in that lease agreement on file in the Office of the City Clerk as Document No. RR- 301867.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

BY: [Signature]
Brock Ladewig, Deputy City Attorney

BL:jdf
07/27/06
Or.Dept: READ
R-2007-104
MMS #3525

I HEREBY CERTIFY that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of SEP 12 2006.

ELIZABETH S. MALAND
City Clerk

BY: [Signature], Deputy City Clerk

Approved: 9.19.06
(date)

[Signature]
JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

Passed by the Council of The City of San Diego on September 12, 2006, by the following vote:

YEAS: **PETERS, FAULCONER, ATKINS, YOUNG, MAIENSCHEIN, FRYE, MADAFFER, HUESO.**

NAYS: **NONE.**

NOT PRESENT: **NONE.**

VACANT: **NONE.**

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

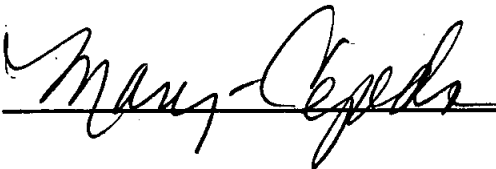
By: Mary Cepeda, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R- 301867, approved by the Mayor of The City of San Diego, California
on September 19, 2006.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: , Deputy