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Greater Escondido Valley
Since 1954

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Dr. Gregory Quist
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David Drake
Director
Division II

Mitchell Dion
General Manager

Redwine & Sherrill
General Counsel

District Office
1920 North Iris Lane
Escondido, CA 92026

Phone: 760-745-5522
FAX: 760-745-4235

www.rinconwater.org

August 10, 2007

Mr. Dave Martens
Property Agent
The City of San Diego
Real Estate Assets
1200 Third Avenue, Suite 1700
MS 51A
San Diego, CA 92101-4199

Subject: Brammer Exchange Water Agreement

Dear Mr. Martens:

Enclosed are two original Exchange Agreements for water service at San Pasqual Road. Please have both agreements signed and notarized and return one to me.

If you have any questions or require additional information, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'David L. Keller', is written over a horizontal line.

David L. Keller
Engineering Manager

RECEIVED
CITY OF SAN DIEGO
07 AUG 13 PM 2:39
REAL ESTATE ASSETS DEPT.

Rincon del Diablo Municipal Water District

AGREEMENT FOR EXCHANGE OF WATER SERVICE

THIS AGREEMENT is made by and among THE CITY OF SAN DIEGO (hereinafter called "SAN DIEGO"), 1200 Third Avenue, Suite 1700, San Diego, California, 92101-4199, RINCON DEL DIABLO MUNICIPAL WATER DISTRICT (hereinafter called "RINCON"), 1920 N. Iris Lane, Escondido, California, 92026-1399, and WILLIAM BRAMMER, dba, BRAMMER FARMS (hereinafter called "CONSUMER"), 9018 Artesian Road, San Diego, California, 92127, in view of the following facts:

- a. SAN DIEGO is the owner of the lands situated in the City of San Diego, County of San Diego, State of California, described as the western portion of Assessor's Parcel Number 239-260-07 and shown as Exhibit "A" attached hereto and made a part hereof by reference, and hereinafter referred to as the "SUBJECT PROPERTY".
- b. The SUBJECT PROPERTY is located within SAN DIEGO'S water service area.
- c. CONSUMER leases the SUBJECT PROPERTY from SAN DIEGO and desires to obtain water service for the SUBJECT PROPERTY. SAN DIEGO has no facilities at present to provide such service.
- d. The SUBJECT PROPERTY is located near water distribution facilities of RINCON, and sufficient capacity exists in said facilities of RINCON so that said facilities can presently be utilized for the delivery of water to the SUBJECT PROPERTY.
- e. RINCON is willing to provide water service to the SUBJECT PROPERTY under the terms of this Agreement.

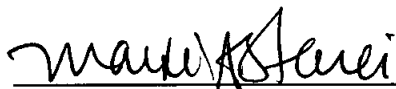
NOW, THEREFORE, IT IS HEREBY AGREED by the parties hereto as follows:

1. RINCON shall install, at a location west of the SUBJECT PROPERTY on San Pasqual Road, as approved by RINCON, a 2-inch service connection with a 1.5-inch meter (hereinafter called "RINCON'S SERVICE CONNECTION"), for the purpose of allowing RINCON to convey water supply to the SUBJECT PROPERTY.
2. CONSUMER shall install all offsite and onsite water facilities as may be necessary to deliver water from RINCON'S SERVICE CONNECTION to the SUBJECT PROPERTY.

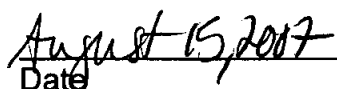
3. RINCON shall thereafter deliver water to the SUBJECT PROPERTY through RINCON'S SERVICE CONNECTION, in accordance with the terms of this Agreement and RINCON'S rules and regulations.
4. The water service permitted by this agreement shall be restricted to the SUBJECT PROPERTY for commercial processing water at an agricultural facility and shall be limited to the CONSUMER as named in this agreement. If the location, use, or consumer changes at any time, RINCON may terminate this Agreement and the water service provided pursuant to this Agreement immediately and without notice to either SAN DIEGO or CONSUMER.
5. CONSUMER shall pay for all of the costs incurred by the parties in connection with the installations referred to in the foregoing Paragraphs 1 and 2, and shall pay to RINCON all fees and charges in connection therewith, including all RINCON and San Diego County Water Authority Capital Facilities Fees and Capacity Charges.
6. RINCON shall charge, at its regularly established rates, the CONSUMER served within the SUBJECT PROPERTY for the water delivered, in addition to such charges as may from time to time be established by RINCON.
7. Should SAN DIEGO, or others, hereinafter install, or provide a SAN DIEGO water main adjacent to the SUBJECT PROPERTY, the RINCON SERVICE CONNECTION permitted by this Agreement shall, upon connection to the new SAN DIEGO water main, be terminated and discontinued. Thereafter, any future water service to the SUBJECT PROPERTY shall be provided by the SAN DIEGO service connection, installed at SAN DIEGO'S cost, to the new SAN DIEGO main.
8. Should RINCON determine that its facilities are required for the delivery of water solely to lands lying within its service area and that insufficient capacity exists for the continued delivery of water to the SUBJECT PROPERTY, RINCON may terminate this Agreement. Upon termination, SAN DIEGO shall give notice of such termination to CONSUMER promptly, and RINCON shall not have any responsibility to give independent notice to CONSUMER of termination of this Agreement pursuant to this section.
9. In the event that the water service permitted by this agreement is terminated, the Capital Facilities Fees and Capacity Charges referred to in Paragraph 5 are non-refundable.

IN WITNESS WHEREOF, this Agreement is executed on the dates indicated below by the duly authorized officers of the parties hereto.

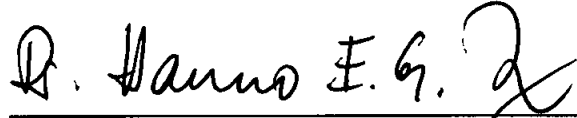
CITY OF SAN DIEGO



Marsi Steirer
Deputy Director, Water Department

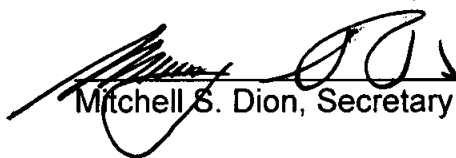

Date

RINCON DEL DIABLO MUNICIPAL WATER DISTRICT



Dr. Hanno E.G. Ix, President


Date



Mitchell S. Dion, Secretary


Date

CONSUMER



WILLIAM BRAMMER,
dba as Brammer Farms


Date

\\Rinconsrv01\User Folders\DKeller\My Documents\Exchange Agreement Brammer.doc

ACKNOWLEDGMENT

State of California
County of SAN DIEGO

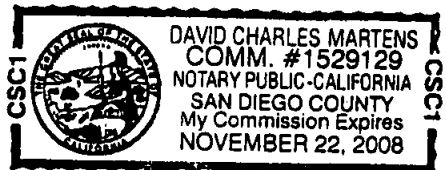
On AUG. 15, 2007 before me, DAVID CHARLES MARTENS, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared Marsi Steirer, Water Dept. Deputy Director

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

WITNESS my hand and official seal.

Signature



(Seal)

Exchange Water Agreement
Brammer Farms.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

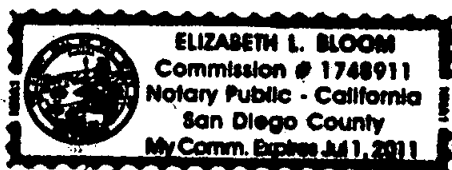
State of California

County of San Diego

On July 19, 2007 before me, Elizabeth L. Bloom, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe/Notary Public")

personally appeared WILLIAM BRAMMER III
Name(s) of Signer(s)

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



WITNESS my hand and official seal.

Elizabeth L. Bloom
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement for Exchange of Water Service
Document Date: 7-19-07 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: WILLIAM BRAMMER III

- ☒ Individual
☐ Corporate Officer
Title(s): _____
☒ Partner — ☐ Limited ☒ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer is Representing:

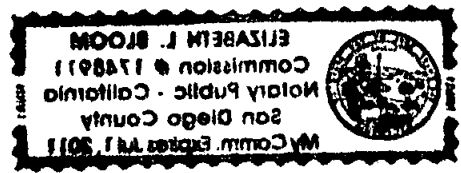
BRAMMER FARMS

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer is Representing:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

SS.

On Aug 9, 2007

Date

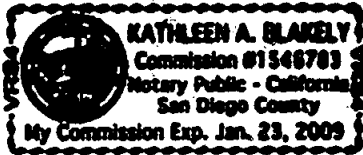
before me, Kathleen A. Blakely, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally

appeared

Dr. Hanno C. A. W. & Mitchell J. Duon
Name(s) of Signer(s)



☒ personally known to me

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

Place Notary Seal Above

WITNESS my hand and official seal,

Kathleen A. Blakely
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement for Exchange of Water Service

Document Date: 8/9/07

Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Sublease Agreement W/ Orfila

May 26, 1995

Suggested agreement between Be Wise Ranch (BWR) and Orfila Vineyards (OV) for the lease of farmland on OV lease;

1. BWR will pay pay OV \$300.00 /acre per year to grow organic produce on OV land in year two and three of our lease. The first year the lease will be \$200.00/acre per year. The lease will start June 1, 1995. BWR will pay the lease payments in 4 quarterly payments in January, April, July and October of each year.
2. BWR will utilize 40-50 acres or as much as possible starting from the Eastern-end (away from the vineyards). ~~A buffer zone of 10 acres near the existing vineyards will be marked off and reserved for future winery use. This 10 acres could be farmed for one year periods with the written permission of OV.~~ ^{TODAY THIS IS ONLY 20 ACRES, WE GAVE 50 ACRES BACK TO THE CITY.}
3. BWR will contribute the development costs to start producing vegetables crops for BWR. If OV cancels or does not renew this agreement for any reason besides BWR not paying their rent or the city of San Diego not renewing the lease for OV, the costs for the pump will be reimbursed on a prorated basis of 7 years to BWR. The cost of water lines will be prorated for 15 years and cost of drilling the well and the casing of the well will be prorated over 20 years. BWR will own all equipment BWR purchases for growing vegetable crops and can remove any equipment BWR purchases, at BWR discretion.
4. BWR will sell to the fruit stand (a joint venture of OV and BWR, see #10) as much as the fruit stand is capable of retailing at the OV fruit stand. The price will be the local wholesale price that we charge other local stores. The produce will be paid for on Tuesday to BWR for invoices for the previous week. BWR will make deliveries on Tuesday, Thursday and/or Saturday, never Sunday. After supplying the fruit stand, BWR will wholesale any production to BWR customers.
5. BWR & OV will work together toward obtaining a permit from the city of San Diego to operate a retail farm stand on San Pasqual Road, but this now appears to be a very long-term idea because of the attitude of the city of San Diego.
6. BWR will be allowed to purchase water from OV well during the hours of 9AM to 5PM and any other times OV has extra water to get the operation started, or if it is necessary for frost protection of the vegetables. The price of the water will be .79/ per 1,000 gallons. If it is necessary BWR will drill another well, as part of the development costs, and these costs would be reimbursed to BWR if OV cancels or does not renew the lease, as stated in paragraph #3.
7. This agreement will be automatically renewed every three years until March 14, 2014. This agreement can be cancelled by OV with six months notice for the following reason;
 - a. BWR does not pay the lease payment to OV.
 - b. OV wants to use the land for the expansion of the business. OV will then pay for the improvements prorated as stated in paragraph #3. With the understanding that BWR's

WB
Aug 97
+ also
3/6/98

improvement to the soil constitutes a substantial investment (a minimum of \$50,000.00 per year) on the part of BWR, OV agrees not to grow any fruits or vegetables that are sold or grown by BWR or sold by the fruit stand, and will not be allowed to cancel the lease, for the purpose of leasing the acreage to someone else to grow the fruit and vegetables until March 14, 2013 without proper compensation. If BWR cancels the lease for any reason OV would be free to grow fruits and vegetables or to lease the acreage to anyone they choose.

This agreement can be cancelled by BWR with six months notice for the following reasons;

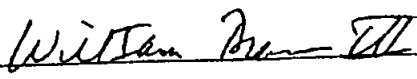
- a. BWR finds the operation is not profitable.
- b. The soil or water quality is too poor to grow high quality produce.
- c. OV would have no obligation to BWR if BWR decides to cancel the lease. BWR would have the right to remove any improvements that BWR had paid for except the well casing, unless OV and BWR could reach an agreed upon price for the improvements.

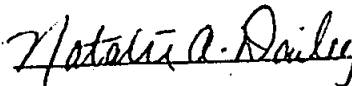
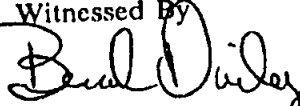
8. BWR would like a 50'x 100' site for a greenhouse to start transplants for the fields. We would like this site to be situated as high as possible because cold air drains to the lowest areas and would freeze our early transplants. This site should have electricity and water close by and it would be helpful if it had exposure for the afternoon winds to cool the greenhouse in the summer.

9. BWR would like a location to put up a barn to store equipment and to store and cool the produce. This could be north-east of the vineyard off of the road to Michael Smith property and the 100 acre parcel, down below the hills so it would not be very visible from the winery building. OV would like to participate in building a storage area for their use at the same time. This will be covered by a separate agreement if the building is built in the future.

10. OV and BWR will form a joint venture to start and run a fruit stand at OV winery, to begin in the summer of 1995. Each partner will contribute 50% of the capital to get this venture started and will split the profits 50-50. OV and BWR will find someone to manage and run the fruit stand. BWR will help with hiring personnel, construction of the stand, and making sure inventory is available, and OV will manage the retail part including employees and the bookkeeping. Any purchases over \$500.00 will be approved by both parties. This agreement for the fruit stand will be in effect for as long as OV retains the lease on the winery.


G.H. - WINEMAKER
Representing Orfila Winery


Representing Be Wise Ranch


Witnessed By
 

Brammer Farm

Orfila Ranch
45 Acre Parcel

San Pascual Road

Well

*9.4 Acres
Farm*

