

Attachment J
Land Conservation Contract No. 71-41
as amended on February 28, 1994
between the County and
Nichols and Smith & Hook Winery

Charles F. & Judith A. Nichols TRS
(Yanks Air Museum)
PLN120376

RECORDED AT REQUEST OF

NO FEE

BOARD OF SUPERVISORS
FEB 1 7 48 PM '94

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 28th day of February, 1994, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and CHARLES F. NICHOLS and JUDITH A. NICHOLS, hereinafter called "Nichols" and SMITH & HOOK WINERY, a California Corporation, hereinafter called "Smith and Hook", both hereinafter collectively called "Owners",

WITNESSETH:

WHEREAS, Nichols possesses certain real property located within the County of Monterey, State of California, a portion of which is presently under a Land Conservation Contract, Preserve No. 71-41, entered into with the County on February 28, 1971, by Resolution No. 71-14-41, which agreement was recorded on February 26, 1971 at Reel 689, Page 677 and following, Official Records of Monterey County, described in Exhibit A, attached hereto, and made a part hereof; and

WHEREAS, Smith and Hook possess certain real property located within the County of Monterey, State of California which presently is devoted to the production of food and fibre and is described in Exhibit B, attached hereto, and made a part hereof; and

WHEREAS, Owners wish to amend the Land Conservation Contract, Preserve No. 71-41 entered into with the County on February 28, 1971, Resolution No. 71-14-41, to adjust the boundaries of said Agricultural Preserve No. 71-41, as shown in Exhibit C attached hereto, and add Smith and Hook as a party to the Land Conservation Contract; and

NOW, THEREFORE, County and Owner agree as follows:

1. ADJUSTMENT OF BOUNDARIES.

The boundaries of the Land Conservation Contract, Preserve No. 71-41 entered into with the County on February 28, 1971, Resolution No. 71-14-41, which agreement was recorded on February 26, 1971 at Reel 689, Page 677 and following, Official Records of Monterey County, are hereby adjusted as described in Exhibit C, attached hereto.

2. ADDITION OF PARTIES.

The Land Conservation Contract, Preserve No. 71-41,

entered into with the County on February 28, 1971, which agreement was recorded on February 26, 1971 at Reel 689, Page 677 and following, Official Records of Monterey County, is hereby amended to add Smith and Hook Winery, a California Corporation, as a party to the Contract.

3. CONTRACT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965, AS AMENDED.

This contract is entered into pursuant to Chapter 7 (commencing with Section 51200) as Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, or as the Williamson Act. This contract is subject to all of the provisions of this act including any amendments thereto which may be enacted from time to time.

4. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit C shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and fibre for commercial purposes and uses compatible thereto. A list of all such compatible uses is set forth in Exhibit D, attached hereto and by this reference incorporated herein. County, by uniform rule adopted by the Board of Supervisors of County, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit C is located; provided, however, County may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit D. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to limit or supersede the planning and zoning powers of County.

5. TERM OF CONTRACT.

This contract shall become effective on the 28th day of February, 1971, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 6.

6. NOTICE OF NONRENEWAL.

(a) If either party desires in any year not to renew this contract, that party shall serve written notice of nonrenewal upon the other party in advance of the annual renewal date of this contract. Unless such written notice of nonrenewal is served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 3 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits of (a) above, this contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this contract, as the case may be.

7. NO COMPENSATION.

Owner shall not receive any payment from County in consideration of the obligations imposed under this contract, it being recognized and agreed that the consideration for the execution of this contract is the substantial benefit to be derived therefrom, and the advantage that may accrue to Owner as a result of the effect upon the assessed value of the property on account of the restrictions on the use of the property contained herein.

8. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit C and shall be binding upon the heirs, executors, administrators, trustees, successors, and assigns of Owner. This contract shall also be transferred from County to any succeeding city or county acquiring jurisdiction over the property described in Exhibit C. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of the County under this contract for that portion of the property described in Exhibit C annexed to the city.

Nonetheless, each new Owner who succeeds to ownership of the aforesaid property shall be obliged to execute a new contract identical to or more restrictive than this contract in order to perfect his rights under the Land Conservation Act.

9. DIVISION OF LAND.

The property described in Exhibit C shall not be divided without the written approval of the County first had and obtained.

This contract is divisible in the event the property described in Exhibit C is divided. Owner agrees to submit any proposed division to county for its approval and County, if it approves said division, shall, as a condition of its approval of the division, require the execution by Owner of contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract. The division of land under contract within an agricultural preserve will not be approved unless it can be reasonably established that there will be no loss in the production of food and fibre within the agricultural preserve from said division.

10. CONDEMNATION.

When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit C is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government, or any person, instrumentality or agency acting under authority or power of the federal government, this contract becomes null and void as to the land actually being condemned or so acquired as of the date the action is filed or so acquired.

11. CANCELLATION.

This contract may be canceled by the mutual agreement of the parties hereto and the approval of the State of California in the manner provided in this paragraph. It is understood by the parties hereto that the existence of an opportunity for another use of the property shall not be sufficient reason for the cancellation of this contract. A potential alternative use of the property may be considered only if there is no proximate non-contracted land suitable for the use to which it is proposed that this property be put. The parties further understand that the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this contract, but may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(a) Upon the written request of Owner to cancel this contract, the Board of Supervisors of the County of Monterey may adopt a resolution consenting to such request. Prior to the adoption of a resolution consenting to the request of the landowner to cancel this contract, the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under contract within the agricultural preserve in which the property described in Exhibit C is located, and shall be published pursuant to Section

6061 of the Government Code. If at the hearing, or prior thereto, the owners of 51 percent of the acreage under contract in the agricultural preserve protest the cancellation of this contract, the Board of Supervisors shall not consent to cancel this contract.

(b) If the Board of Supervisors adopts a resolution consenting to the request of Owner to cancel this contract, the parties shall request that the cancellation be approved by the State Director of Agriculture upon recommendation of the State Board of Agriculture. The State Board of Agriculture may recommend and the State Director of Agriculture may approve the cancellation only if they find: (1) The cancellation is not inconsistent with the purposes of the California Land Conservation Act of 1965 as amended; and (2) the cancellation is in the public interest.

(c) The provisions of subparagraph (b) of this paragraph 9 relating to the State Board of Agriculture and the Director of Agriculture shall be applicable only if both the State Board and the State Director consent to act as described herein. If either the State Board or the State Director fail or refuse to act within 60 days after being requested to do so, the Board of Supervisors of the County of Monterey shall act in the place and stead of the State Board and State Director and shall make all findings and decisions required by subparagraph (b).

12. LIABILITY OF OWNER UPON CANCELLATION.

(a) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractual restrictions imposed by this contract. The Assessor shall multiply such value by the most recent county ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee. The Board of Supervisors shall thereafter and prior to giving tentative approval to the cancellation of this contract determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50 percent of the cancellation value of the property; provided, however, if after the date this contract was initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment shall be changed so no greater percent of full cash value will be paid than would have been paid had there been no change in ratio. It is agreed by the parties hereto that the publicly announced County ratio at the time this contract is executed is 25 percent of full cash value.

(b) If the State Board of Agriculture recommends that it is in the public interest to do so, and the State Director of Agriculture so finds, the Director may waive any such payment or any portion thereof, or may make such payment or portion thereof, contingent upon the future use made of the property and its economic return to Owner for a period of time not to exceed the unexpired term of the contract had it not been canceled, provided: (i) the cancellation is caused by an involuntary transfer or change in the use which may be made of the property and the property is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to Owner; and (ii) County has recommended to the State Board of Agriculture that no such payment be required or that the deferment of such payment or portion thereof be allowed, and the Board of Supervisors has determined it is in the best interests of the public conservation of agricultural land and that such payment be either deferred or not required.

(c) The provisions of subparagraph (b) of this paragraph 10 relating to the State Board of Agriculture and the Director of Agriculture shall be applicable only if the State Board and the State Director both consent to act as described herein. If either the State Board or the State Director fail or refuse to act within 60 days after being requested to do so, the Board of Supervisors of the County of Monterey shall act in the place and stead of the State Board and the State Director and shall make all findings and decisions required by subparagraph (b).

(d) Owner shall make payment of the cancellation fee in full prior to the cancellation becoming effective.

13. NOTICES.

All notices required or permitted by this contract shall be given in writing and may be mailed or delivered in person. If mailed, the address of Owner shall be the last known address on the assessment records of County, and County's address shall be In Care of Board of Supervisors, Courthouse, Salinas, California 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

14. COSTS OF LITIGATION.

In case County shall, without any fault on its part, be made a party to any litigation commenced by or against Owner, then Owner shall and will pay all costs and reasonable attorneys fees incurred by or imposed upon County by or in connection with such litigation, and Owner shall and will pay all costs and reasonable attorneys

fees which may be incurred or paid by County in enforcing the covenants and agreements of this contract.

15. ENFORCEMENT.

In the event of breach of this contract, including but not limited to: (1) incompatible use, or (2) failure of successors in interest to sign a contract similar to this one, or (3) failure to obtain the approval of the Board of Supervisors for a division of the land under contract, all the affected property under contract shall be reassessed at full cash value pursuant to Revenue and Taxation Code Section 110.1.

However, such reassessment for the period encompassed by the breach shall not terminate the contract. Reassessment shall be in addition to the other remedies available to the County including, but not limited to, an action to enforce the contract by specific enforcement or injunction under Government Code Section 51251.

If incompatible uses during the period of breach have diminished the ability of the property to contribute to the production of food and fibre on the lien date, the property shall be reassessed at full cash value.

The period of breach is the period commencing upon breach as set forth above, and ending upon cure of the breach. If the lien or assessment date falls within the period of the breach, all the property under this contract will be reassessed at full cash value pursuant to Revenue and Taxation Code Section 110.1.

IN WITNESS WHEREOF the parties have caused this contract to be executed by Owner on the date affixed next to the signature of each, and by County on the date affixed next to the signature of the chairperson of the Board of Supervisors.

COUNTY OF MONTEREY

Dated: February 1, 1994

By *Barbara L. [Signature]*
Board of Supervisors

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ACKNOWLEDGEMENT

State of California)
) ss.
County of Monterey)

On February 1, 1994, before me ERNEST K. MORISHITA, Clerk of the Board of Supervisors, in and for said County and State, personally appeared BARBARA SHIPMUCK, known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

ERNEST K. MORISHITA, Clerk of the Board of Supervisors of Monterey County, State of California

By Garry Lubanill
Deputy

Dated: 1-14-94

Judith A. Nichols
By JUDITH A. NICHOLS, OWNER

Dated: 1-14-94

Charles F. Nichols
By CHARLES F. NICHOLS, OWNER

SMITH & HOOK WINERY,
a California corporation

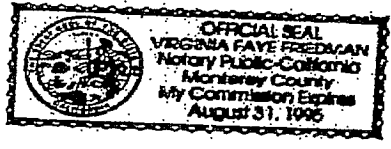
Dated: 1-13-94

Duane DeBoer
By DUANE DeBOER, PRESIDENT

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On January 13, 1994, before me, Virginia Fox
Friedman, Notary Public, personally appeared Duck
De Beer, 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 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.

Virginia Fox Friedman
Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

REEL 3061 PAGE 771

On January 14, 1994 before me, "Valarie Deen, Notary Public"
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Charles F. Nichols and Judith A. Nichols
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.

Valarie Deen (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT Land Conversion Contract, Acknowledgement Page 8
DATE OF DOCUMENT February 28, 1994 NUMBER OF PAGES 30
SIGNER(S) OTHER THAN NAMED ABOVE _____

SOUTHWESTERLY 100.00 ACRES OF PARCEL 1 2263 OR 34

CERTAIN REAL PROPERTY SITUATED IN THE RANCHO ARROYO SECO, MONTEREY COUNTY, CALIFORNIA, BEING A PART OF LOT 21 AS SHOWN ON "MAP OF SURVEY OF THE NORTHERN HALF OF ARROYO SECO RANCHO", FILED IN VOLUME 1 OF SURVEYS AT PAGE 95, RECORDS OF SAID COUNTY, BEING ALSO A PART OF THAT CERTAIN 447.27 ACRE TRACT OF LAND DESCRIBED IN DEED FROM W.G. HUDSON, ETAL, TO WILLIAM HANSEN, ETUX, DATED NOVEMBER 30, 1934 AND RECORDED IN VOLUME 417 OFFICIAL RECORD AT PAGE 411, RECORDS OF SAID COUNTY, SAID PART BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE NORTH 1/4 OF THE RANCHO ARROYO SECO, SAID LINE ALSO BEING THE SOUTHEASTERLY LINE OF SAID LOT 21, DISTANT THEREON SOUTH 63°04'13" WEST 4158.86 FEET FROM THE EASTERLY TERMINUS THEREOF, SAID TERMINUS BEING THE EASTERLY MOST CORNER OF SAID LOT 21; THENCE, ALONG SAID SOUTHEASTERLY LINE.

1. SOUTH 63°04'13" WEST 1288.89 FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE NORTHEASTERLY LINE OF CALIFORNIA STATE HIGHWAY 101 AS PER DEED FROM WILLIAM HANSEN, ETUX, TO THE STATE OF CALIFORNIA, DATED JANUARY 23, 1957 AND RECORDED IN VOLUME 1956 OF OFFICIAL RECORDS AT PAGE 583, RECORDS OF SAID COUNTY, SAID NORTHEASTERLY LINE BEING A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 272.00 FEET WITH AN INITIAL TANGENT TO SAID INTERSECTION BEARING NORTH 00°38'26" WEST; THENCE, LEAVING SAID SOUTHEASTERLY LINE AND CONTINUING ALONG SAID NORTHEASTERLY LINE FOR THE FOLLOWING 10 COURSES.
2. NORTHERLY THROUGH A CENTRAL ANGLE OF 03°54'32" AN ARCH DISTANCE OF 18.56 FEET; THENCE, TANGENT TO SAID CURVE,
3. NORTH 03°16'06" EAST 81.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 730.00 FEET; THENCE,
4. NORTHERLY AND NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 34°09'39" AN ARCH DISTANCE OF 435.24 FEET; THENCE, TANGENT TO SAID CURVE,
5. NORTH 30°53'33" WEST 383.01 FEET; THENCE,
6. SOUTH 75°50'50" WEST 204.96 FEET; THENCE,
7. NORTH 66°44'06" WEST 75.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 656.00 FEET; THENCE,

EXHIBIT A-1

8. NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 27°07'42" AN ARCH DISTANCE OF 310.60 FEET; THENCE TANGENT TO SAID CURVE,
 9. NORTH 39°36'24" WEST 664.30 FEET; THENCE,
 10. NORTH 36°36'17" WEST 1664.90 FEET; THENCE,
 11. NORTH 34°46'36" WEST 440.11 FEET TO THE INTERSECTION OF SAID NORTHWESTERLY LINE OF CALIFORNIA STATE HIGHWAY 101 WITH THE NORTHWESTERLY BOUNDARY OF THE HEREIN AFORE MENTIONED 447.27 ACRE TRACT OF LAND; THENCE LEAVING SAID NORTHEASTERLY LINE OF CALIFORNIA STATE HIGHWAY 101 AND ALONG SAID LAST MENTIONED NORTHWESTERLY BOUNDARY, SAID BOUNDARY BEING PARALLEL TO AND 40.00 FEET DISTANT, MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 21; THENCE,
 12. NORTH 54°46'47" EAST 889.5 FEET THENCE; LEAVING SAID NORTHERLY BOUNDARY
 13. SOUTH 42°38'00" EAST 4279.78 FEET TO THE POINT OF BEGINNING
- CONTAINING 100.00 ACRES

EXHIBIT A-2

THAT PORTION OF SECTIONS 11, 12, 13 AND 14, TOWNSHIP 18 SOUTH, RANGE 5 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON POST MARKED "M-2" STANDING IN THE WESTERN BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO L.N. MC KINSEY, ET UX, DATED DECEMBER 19, 1911 AND RECORDED IN LIBER 123, PAGE 51 OF DEEDS, RECORDS OF SAID COUNTY, AT THE MOST SOUTHERLY CORNER OF BLOCK 6, AS SHOWN ON THE MAP OF LOT 3, RANCHO SOLEDAD (PATENTED AS EX-MISSION SOLEDAD), FILED OCTOBER 16, 1897 IN BOOK 1, PAGE 21 OF OUTSIDE LANDS, IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID RANCHO,

- (A) N. 54° 22' 39" W., 204.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY.
- (1) N. 54° 22' 39" W., 2740.72 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID SECTION 12; THENCE ALONG SAID NORTHERLY LINE,
- (2) N. 89° 56' 40" W., 591.37 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO MILO MARTELLA, ET AL, RECORDED JANUARY 19, 1967 IN REEL 400, PAGE 722, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAND,
- (3) S. 03° 04' 37" W., (RECORD N. 2° 34' 27" E.) 926.42 FEET; THENCE
- (4) S. 17° 57' 00" W., (RECORD N. 17° 09' 17" E.) 227.37 FEET; THENCE
- (5) S. 30° 32' 54" W., 373.14 FEET (RECORD N. 30° 38' 58" E., 379.87 FEET) TO A 24" DIAMETER OAK TREE; THENCE
- (6) S. 28° 41' 49" E., 76.00 FEET (RECORD N. 30° 51' 23" W., 75.61 FEET); THENCE LEAVING SAID LINE FEET; THENCE
- (7) S. 49° 49' 27" E., 434.60 FEET; THENCE
- (8) S. 39° 28' 00" W., 2091.00 FEET; THENCE
- (9) S. 00° 34' 47" E., 1500.00 FEET; THENCE
- (10) N. 89° 25' 00" E., 515.61 FEET; THENCE
- (11) S. 06° 05' 00" E., 1081.00 FEET; THENCE
- (12) N. 88° 30' 00" E., 210.00 FEET; THENCE

EXHIBIT B1

- (13) N. 41° 12' 00" E., 1905.00 FEET; THENCE
- (14) S. 48° 48' 00" E., 250.00 FEET; THENCE
- (15) N. 63° 15' 00" E., 815.59 FEET; THENCE
- (16) N. 19° 09' 10" E., 644.56 FEET; THENCE
- (17) N. 54° 34' 51" W., 289.12 FEET; THENCE
- (18) N. 34° 05' 46" E., 1117.46 FEET; THENCE
- (19) N. 23° 40' 55" E., 1150.61 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID SECTIONS 11 AND 12, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON POST MARKED "M-2" IN THE WESTERN BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO L.N. MC KINSEY, ET UX, DATED DECEMBER 19, 1911 AND RECORDED IN LIBER 123, PAGE 51 OF DEEDS, RECORDS OF SAID COUNTY, AT THE MOST SOUTHERLY CORNER OF BLOCK 6, AS SHOWN ON THE MAP OF LOT 3, RANCHO SOLEDAD (PATENTED AS EX-MISSION SOLEDAD), FILED OCTOBER 16, 1897 IN BOOK 1, PAGE 21 OF OUTSIDE LANDS, IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY; THENCE

- (A) S. 23° 40' 55" W., 30.31 FEET TO A POINT LYING N. 23° 40' 55" E., 1096.22 FEET FROM AN OAK TREE SCRIBED "M-3"; THENCE
- (B) S. 77° 46' 23" W., 153.04 FEET TO THE BEGINNING OF A 180 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTH; THENCE
- (C) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 18' 43" 85.80 FEET; THENCE
- (D) N. 74° 54' 49" W., 38.86 FEET TO THE BEGINNING OF A 220 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTH; THENCE
- (E) WESTERLY ALONG SAID CURVE THROUGH SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 59' 18" 69.07 FEET; THENCE
- (F) S. 87° 05' 53" W., 34.20 FEET TO THE BEGINNING OF AN 80 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTH; THENCE
- (G) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 113° 07' 06" 157.94 FEET; THENCE
- (H) N. 20° 12' 59" E., 96.55 FEET TO THE BEGINNING OF A 170 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE

EXHIBIT B2

- (I) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 37' 58" 170.00 FEET; THENCE
- (J) N. 49° 24' 59" W., 22.73 FEET TO THE SOUTHERLY BOUNDARY OF SAID RANCHO; THENCE ALONG SAID BOUNDARY
- (K) N. 54° 22' 39" W., 80.05 FEET; THENCE
- (L) S. 49° 10' 25" W., 3005.11 FEET; THENCE
- (M) S. 30° 37' 15" W., 359.52 FEET; THENCE
- (N) S. 55° 07' 29" E., 40.11 FEET TO THE TRUE POINT OF BEGINNING; THENCE
- (1) N. 30° 37' 15" E., 355.01 FEET; THENCE
- (2) N. 49° 19' 25" E., 30.00 FEET; THENCE
- (3) S. 49° 40' 35" E., 92.84 FEET; THENCE
- (4) S. 40° 13' 34" W., 97.12 FEET; THENCE
- (5) S. 40° 46' 26" E., 143.03 FEET; THENCE
- (6) S. 64° 17' 24" E., 20.97 FEET; THENCE
- (7) N. 62° 07' 59" E., 93.41 FEET; THENCE
- (8) S. 86° 51' 18" E., 91.14 FEET; THENCE
- (9) S. 60° 26' 38" E., 128.16 FEET; THENCE
- (10) S. 34° 29' 31" E., 178.35 FEET; THENCE
- (11) S. 79° 12' 57" E., 102.40 FEET; THENCE
- (12) S. 60° 36' 06" W., 307.61 FEET; THENCE
- (13) S. 57° 01' 08" E., 224.12 FEET; THENCE
- (14) S. 33° 50' 51" W., 807.92 FEET; THENCE
- (15) N. 55° 22' 47" W., 290.42 FEET; THENCE
- (16) N. 27° 55' 37" E., 301.06 FEET; THENCE
- (17) N. 54° 35' 56" E., 105.06 FEET; THENCE
- (18) N. 28° 23' 13" E., 225.06 FEET; THENCE

EXHIBIT B3

- (19) N. 55° 32' 21" W., 123.71 FEET; THENCE
- (20) N. 28° 13' 02" E., 93.06 FEET; THENCE
- (21) N. 56° 58' 34" W., 57.08 FEET; THENCE
- (22) N. 56° 58' 34" W., 86.04 FEET; THENCE
- (23) N. 26° 00' 12" E., 45.62 FEET; THENCE
- (24) N. 61° 48' 31" W., 121.82 FEET; THENCE
- (25) N. 61° 48' 31" W., 20.01 FEET; THENCE
- (26) S. 29° 52' 07" W., 53.41 FEET; THENCE
- (27) S. 29° 52' 07" W., 233.73 FEET; THENCE
- (28) N. 60° 36' 57" W., 118.21 FEET; THENCE
- (29) N. 70° 41' 57" W., 251.11 FEET; THENCE
- (30) S. 40° 21' 52" W., 52.50 FEET; THENCE
- (31) N. 65° 25' 56" W., 401.25 FEET; THENCE
- (32) N. 54° 09' 44" E., 199.83 FEET; THENCE
- (33) S. 61° 46' 16" E., 323.47 FEET; THENCE
- (34) N. 28° 28' 27" E., 67.12 FEET; THENCE
- (35) S. 55° 07' 29" E., 120.79 FEET; THENCE
- (36) S. 55° 07' 29" E., 40.11 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B4

THAT PORTION OF LOT 4, IN THE EX-MISSION SOLEDAD RANCHO AND OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 5 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON POST MARKED "M-2" STANDING IN THE WESTERN BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO L.N. MC KINSEY, ET UX, DATED DECEMBER 19, 1911 AND RECORDED IN LIBER 123, PAGE 51 OF DEEDS, RECORDS OF SAID COUNTY, AT THE MOST SOUTHERLY CORNER OF BLOCK 6, AS SHOWN ON THE MAP OF LOT 3, RANCHO SOLEDAD (PATENTED AS EX-MISSION SOLEDAD), FILED OCTOBER 16, 1897 IN BOOK 1, PAGE 21 OF OUTSIDE LANDS, IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY; THENCE

- (A) N. 45° 13' 00" E., 3732.95 FEET TO THE SOUTHWESTERLY LINE OF FOOTHILL ROAD, A COUNTY ROAD 60 FEET WIDE; THENCE ALONG SAID LINE,
- (B) S. 50° 33' 20" E., 944.24 FEET; THENCE LEAVING SAID LINE,
- (C) S. 81° 42' 31" W., 67.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE
- (1) N. 50° 33' 20" W., 627.73 FEET; THENCE
- (2) S. 31° 09' 07" W., 427.18 FEET; THENCE
- (3) S. 18° 36' 56" W., 54.42 FEET; THENCE
- (4) S. 53° 44' 46" W., 13.26 FEET; THENCE
- (5) S. 30° 01' 43" W., 391.27 FEET; THENCE
- (6) S. 53° 58' 49" W., 552.66 FEET; THENCE
- (7) S. 63° 30' 50" W., 325.13 FEET; THENCE
- (8) S. 41° 35' 54" W., 177.51 FEET; THENCE
- (9) S. 59° 47' 25" W., 85.12 FEET; THENCE
- (10) S. 21° 37' 11" W., 32.36 FEET; THENCE
- (11) S. 59° 47' 25" W., 105.30 FEET; THENCE
- (12) N. 54° 11' 32" W., 178.64 FEET; THENCE
- (13) S. 72° 44' 03" W., 171.42 FEET; THENCE
- (14) S. 45° 13' 00" W., 1402.60 FEET; THENCE

EXHIBIT B5

- (15) S. 23° 40' 55" W., 1113.45 FEET; THENCE
- (16) S. 08° 05' 15" W., 362.98 FEET; THENCE
- (17) S. 33° 36' 17" E., 125.96 FEET; THENCE
- (18) N. 59° 15' 17" E., 404.91 FEET; THENCE
- (19) N. 69° 37' 53" E., 393.61 FEET; THENCE
- (20) S. 34° 49' 42" E., 412.11 FEET; THENCE
- (21) N. 45° 44' 39" E., 360.34 FEET; THENCE
- (22) N. 47° 33' 14" E., 552.93 FEET; THENCE
- (23) S. 54° 22' 39" E., 95.33 FEET; THENCE
- (24) N. 52° 48' 05" E., 330.95 FEET; THENCE
- (25) S. 88° 19' 03" E., 167.66 FEET; THENCE
- (26) N. 05° 41' 31" E., 109.32 FEET; THENCE
- (27) N. 31° 57' 35" E., 529.82 FEET; THENCE
- (28) N. 04° 38' 24" W., 187.73 FEET; THENCE
- (29) N. 25° 37' 30" E., 560.49 FEET; THENCE
- (30) N. 48° 44' 28" E., 197.97 FEET; THENCE
- (31) N. 19° 27' 27" E., 188.40 FEET; THENCE
- (32) N. 53° 59' 24" E., 182.07 FEET; THENCE
- (33) N. 19° 48' 04" E., 109.03 FEET; THENCE
- (34) N. 30° 46' 39" E., 349.00 FEET; THENCE
- (35) N. 20° 31' 54" E., 164.72 FEET; THENCE
- (36) N. 39° 27' 12" E., 259.70 FEET; THENCE
- (37) N. 09° 30' 34" E., 306.79 FEET; THENCE
- (38) N. 81° 42' 31" E., 215.57 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B6

THAT PORTION OF LOT 4, IN THE RANCHO EX-MISSION SOLEDAD AND OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 5 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON POST MARKED "M-2" STANDING IN THE WESTERN BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO L.N. MC KINSEY, ET UX, DATED DECEMBER 19, 1911 AND RECORDED IN LIBER 123, PAGE 51 OF DEEDS, RECORDS OF SAID COUNTY, AT THE MOST SOUTHERLY CORNER OF BLOCK 6, AS SHOWN ON THE MAP OF LOT 3, RANCHO SOLEDAD (PATENTED AS EX-MISSION SOLEDAD), FILED OCTOBER 16, 1897 IN BOOK 1, PAGE 21 OF OUTSIDE LANDS, IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY; THENCE

- (1) N. 45° 13' 00" E., 3172.95 FEET TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO MISSION UNION SCHOOL DISTRICT DATED JANUARY 12, 1928 AND RECORDED IN BOOK 135, PAGE 491, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND,
- (2) S. 65° 06' 49" E., 53.04 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE EASTERLY LINE OF SAID LAND,
- (3) N. 45° 13' 00" E., 546.60 FEET TO THE SOUTHWESTERLY LINE OF FOOTHILL ROAD, A COUNTY ROAD 60 FEET WIDE; THENCE ALONG SAID SOUTHWESTERLY LINE,
- (4) S. 50° 33' 20" E., 894.25 FEET; THENCE LEAVING SAID LINE,
- (5) S. 81° 42' 31" W., 67.96 FEET; THENCE
- (6) N. 50° 33' 20" W., 622.73 FEET; THENCE
- (7) S. 31° 09' 07" W., 427.18 FEET; THENCE
- (8) S. 18° 36' 56" W., 54.42 FEET; THENCE
- (9) S. 53° 44' 46" W., 33.26 FEET; THENCE
- (10) S. 30° 01' 43" W., 391.27 FEET; THENCE
- (11) S. 53° 58' 49" W., 552.66 FEET; THENCE
- (12) S. 63° 30' 50" W., 325.13 FEET; THENCE
- (13) S. 41° 35' 54" W., 177.51 FEET; THENCE
- (14) S. 59° 47' 25" W., 85.12 FEET; THENCE
- (15) S. 21° 37' 11" W., 32.36 FEET; THENCE
- (16) S. 59° 47' 25" W., 105.30 FEET; THENCE
- (17) N. 54° 11' 32" W.; 178.64 FEET; THENCE
- (18) S. 72° 44' 03" W., 171.42 FEET; THENCE
- (19) S. 45° 13' 00" W., 1511.57 FEET; THENCE
- (20) N. 23° 40' 55" E., 108.97 FEET TO THE POINT OF BEGINNING.

EXHIBIT B7

Certain real property situate in the Rancho Arroyo Seco, Monterey County, California, being a part of Lot 21 as shown on "Map of Survey of The Northern Half of Arroyo Seco Rancho", filed in Volume 1 of Surveys at Page 95, records of said county, being also a part of that certain 447.27 acre tract of land described in deed from W. G. Hudson, et al, to William Hansen, et ux, dated November 30, 1934 and recorded in Volume 417 Official Records at Page 411, records of said county, said part being particularly described as follows:

Beginning at a 1-1/2" diameter iron pipe at the most easterly corner of said Lot 21 in the southeasterly line of the north 1/2 of the Rancho Arroyo Seco and running thence along said southeasterly line, being also the southeasterly boundary of said Lot 21

- (1) S 63° 04' 13" W, 5447.35 feet, at 147.47 feet a white 6" x 6" post, 30" high, marked "R S" on its north-easterly side, at the corner common to Lots 316 and 317 as shown on "Map of Clark Colony" filed in Volume 1 of Cities and Towns at Page 64, records of said county, 5447.35 feet to a 1-1/2" diameter iron pipe at the intersection with the northeasterly line of California State Highway, U. S. 101 as said line is described in deed from William Hansen, et ux, to the State of California, dated January 23, 1957 and recorded in Volume 1956 of Official Records at Page 583, records of said county, thence leave said Lot boundary and along said highway line.
- (2) curving to the right on a circular arc of 272 feet radius (the center of the circle of which said arc is a part bears N 89° 21' 34" E) thru an angle of 3° 54' 32" for a distance 18.56 feet to a 1-1/2" diameter iron pipe; thence tangentially
- (3) N 3° 16' 06" E, 81.93 feet to a 1-1/2" diameter iron pipe; thence tangentially
- (4) curving to the left on a circular arc of 736 feet radius, thru an angle of 34° 09' 38" for a distance of 435.24 feet to a 1-1/2" diameter iron pipe; thence tangentially
- (5) N 30° 53' 33" W, 383.01 feet to a 1-1/2" diameter iron pipe; thence
- (6) S 75° 50' 50" W, 204.96 feet to a 1-1/2" diameter iron pipe; thence
- (7) N 66° 44' 06" W, 75.88 feet to a 1-1/2" diameter iron pipe; thence tangentially
- (8) curving to the right on a circular arc of 656 feet radius thru an angle of 27° 07' 42" for a distance of 310.60 feet to a 1-1/2" diameter iron pipe; thence tangentially

(1)

EXHIBIT C

- (9) N 39° 36' 24" W, 64.11 feet to a 1-1/2" diameter iron pipe; thence to and along the northeasterly line of said highway as described in deed from William Hansen, et ux, to the State of California dated November 9, 1939 and recorded in Volume 659 Official Records at Page 96 records of said county.
- (10) N 36° 36' 17" W, 1664.90 feet to a 1-1/2" diameter iron pipe; thence
- (11) N 34° 46' 36" W, 440.11 feet to an 1-1/2" diameter iron pipe at the intersection of said highway line with the northwesterly boundary of the hereinbefore mentioned 44.17 acre tract of land; thence leave said highway line and along last mentioned northwesterly boundary, said boundary being parallel to and 10 feet easterly from (measured at a right angle) the northwesterly line of said Lot 21.
- (12) N 54° 46' 47" E, 2914.01 feet to a 1-1/2" diameter iron pipe from which a 4" x 4" post marked "L 21" bears the following two courses and distances
 - (a) N 35° 13' 13" W, 40.0 feet; thence
 - (b) N 54° 46' 47" E, 85.0 feet distant; thence tangentially
- (13) curving to the right on a circular arc of 89.05 feet radius, thru an angle of 66° 44' 37" for a distance of 103.73 feet to a 1-1/2" diameter iron pipe; thence tangentially along a line parallel to and 40 feet southwesterly from (measured at a right angle) the northeasterly line of said Lot 21
- (14) S 58° 28' 36" E, 1218.94 feet to a 1-1/2" diameter iron pipe; thence leave said parallel line
- (15) N 25° 38' 54" E, 20.11 feet to a 1-1/2" diameter iron pipe; thence along a line parallel to and 20 feet southwesterly from (measured to a right angle) said northeasterly line of said Lot 21
- (16) S 70° 13' 36" E, 604.04 feet to a 1-1/2" diameter iron pipe; thence
- (17) S 81° 58' 36" E, 1199.65 feet to a 1-1/2" diameter iron pipe; thence
- (18) S 69° 10' 16" E, 294.55 feet to a 1-1/2" diameter iron pipe; thence
- (19) S 52° 25' 16" E, 603.09 feet to a 1-1/2" diameter iron pipe; thence leave said parallel line

(2)

EXHIBIT C2

- (20) S 63° 44' 16" E, 101.92 feet to a 1-1/2" diameter iron pipe in the northeasterly line of said Lot 21; thence along said lot line
- (21) S 52° 25' 16" E, 1521.03 feet to the point of beginning.
Containing an area of 427.698 acres of land more or less.
Bearings are based on the California Coordinate System, Zone IV.

Excepting therefrom that

(3)

EXHIBIT C3

CERTAIN REAL PROPERTY SITUATED IN THE RANCHO ARROYO SECO, MONTEREY COUNTY, CALIFORNIA, BEING A PART OF LOT 21 AS SHOWN ON "MAP OF SURVEY OF THE NORTHERN HALF OF ARROYO SECO RANCHO", FILED IN VOLUME 1 OF SURVEYS AT PAGE 95, RECORDS OF SAID COUNTY, BEING ALSO A PART OF THAT CERTAIN 447.27 ACRE TRACT OF LAND DESCRIBED IN DEED FROM W.G. HUDSON, ETAL, TO WILLIAM HANSEN, ETUX, DATED NOVEMBER 30, 1934 AND RECORDED IN VOLUME 417 OFFICIAL RECORD AT PAGE 411, RECORDS OF SAID COUNTY, SAID PART BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE NORTH 1/4 OF THE RANCHO ARROYO SECO, SAID LINE ALSO BEING THE SOUTHEASTERLY LINE OF SAID LOT 21, DISTANT THEREON SOUTH 63°04'13" WEST 4158.86 FEET FROM THE EASTERLY TERMINUS THEREOF, SAID TERMINUS BEING THE EASTERLY MOST CORNER OF SAID LOT 21; THENCE, ALONG SAID SOUTHEASTERLY LINE.

1. SOUTH 63°04'13" WEST 1288.89 FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY LINE WITH THE NORTHEASTERLY LINE OF CALIFORNIA STATE HIGHWAY 101 AS PER DEED FROM WILLIAM HANSEN, ETUX, TO THE STATE OF CALIFORNIA, DATED JANUARY 23, 1957 AND RECORDED IN VOLUME 1956 OF OFFICIAL RECORDS AT PAGE 583, RECORDS OF SAID COUNTY, SAID NORTHEASTERLY LINE BEING A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 272.00 FEET WITH AN INITIAL TANGENT TO SAID INTERSECTION BEARING NORTH 00°38'26" WEST; THENCE, LEAVING SAID SOUTHEASTERLY LINE AND CONTINUING ALONG SAID NORTHEASTERLY LINE FOR THE FOLLOWING 10 COURSES.
2. NORTHERLY THROUGH A CENTRAL ANGLE OF 03°54'32" AN ARCH DISTANCE OF 18.56 FEET; THENCE, TANGENT TO SAID CURVE,
3. NORTH 03°16'06" EAST 81.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 730.00 FEET; THENCE,
4. NORTHERLY AND NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 34°09'39" AN ARCH DISTANCE OF 435.24 FEET; THENCE, TANGENT TO SAID CURVE,
5. NORTH 30°53'33" WEST 383.01 FEET; THENCE,
6. SOUTH 75°50'50" WEST 204.96 FEET; THENCE,
7. NORTH 66°44'06" WEST 75.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 656.00 FEET; THENCE,

(4)

EXHIBIT C4

8. NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 27°07'42" AN ARCH DISTANCE OF 310.60 FEET; THENCE TANGENT TO SAID CURVE,
9. NORTH 39°36'24" WEST 664.30 FEET; THENCE,
10. NORTH 36°36'17" WEST 1664.90 FEET; THENCE,
11. NORTH 34°46'36" WEST 440.11 FEET TO THE INTERSECTION OF SAID NORTHWESTERLY LINE OF CALIFORNIA STATE HIGHWAY 101 WITH THE NORTHWESTERLY BOUNDARY OF THE HEREIN AFORE MENTIONED 447.27 ACRE TRACT OF LAND; THENCE LEAVING SAID NORTHEASTERLY LINE OF CALIFORNIA STATE HIGHWAY 101 AND ALONG SAID LAST MENTIONED NORTHWESTERLY BOUNDARY, SAID BOUNDARY BEING PARALLEL TO AND 40.00 FEET DISTANT, MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT 21; THENCE,
12. NORTH 54°46'47" EAST 889.5 FEET THENCE; LEAVING SAID NORTHERLY BOUNDARY
13. SOUTH 42°38'00" EAST 4279.78 FEET TO THE POINT OF BEGINNING

CONTAINING 100.00 ACRES

Together with

(5)

EXHIBIT C5

THAT PORTION OF SECTIONS 11, 12, 13 AND 14, TOWNSHIP 18 SOUTH, RANGE 5 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON POST MARKED "M-2" STANDING IN THE WESTERN BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO L.N. MC KINSEY, ET UX, DATED DECEMBER 19, 1911 AND RECORDED IN LIBER 123, PAGE 51 OF DEEDS, RECORDS OF SAID COUNTY, AT THE MOST SOUTHERLY CORNER OF BLOCK 6, AS SHOWN ON THE MAP OF LOT 3, RANCHO SOLEDAD (PATENTED AS EX-MISSION SOLEDAD), FILED OCTOBER 16, 1897 IN BOOK 1, PAGE 21 OF OUTSIDE LANDS, IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID RANCHO,

- (A) N. 54° 22' 39" W., 204.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY.
- (1) N. 54° 22' 39" W., 2740.72 FEET TO ITS INTERSECTION WITH THE NORTHERLY LINE OF SAID SECTION 12; THENCE ALONG SAID NORTHERLY LINE,
- (2) N. 89° 56' 40" W., 591.37 FEET TO THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO MILO MARTELLA, ET AL, RECORDED JANUARY 19, 1967 IN REEL 400, PAGE 722, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LAND,
- (3) S. 03° 04' 37" W., (RECORD N. 2° 34' 27" E.) 926.42 FEET; THENCE
- (4) S. 17° 57' 00" W., (RECORD N. 17° 09' 17" E.) 227.37 FEET; THENCE
- (5) S. 30° 32' 54" W., 373.14 FEET (RECORD N. 30° 38' 58" E., 379.87 FEET) TO A 24" DIAMETER OAK TREE; THENCE
- (6) S. 28° 41' 49" E., 76.00 FEET (RECORD N. 30° 51' 23" W., 75.61 FEET); THENCE LEAVING SAID LINE FEET; THENCE
- (7) S. 49° 49' 27" E., 434.60 FEET; THENCE
- (8) S. 39° 28' 00" W., 2091.00 FEET; THENCE
- (9) S. 00° 34' 47" E., 1500.00 FEET; THENCE
- (10) N. 89° 25' 00" E., 515.61 FEET; THENCE
- (11) S. 06° 05' 00" E., 1081.00 FEET; THENCE
- (12) N. 88° 30' 00" E., 210.00 FEET; THENCE

(6)

EXHIBIT 66

- (13) N. 41° 12' 00" E., 1905.00 FEET; THENCE
- (14) S. 48° 48' 00" E., 250.00 FEET; THENCE
- (15) N. 63° 15' 00" E., 815.59 FEET; THENCE
- (16) N. 19° 09' 10" E., 644.56 FEET; THENCE
- (17) N. 54° 34' 51" W., 289.12 FEET; THENCE
- (18) N. 34° 05' 46" E., 1117.46 FEET; THENCE
- (19) N. 23° 40' 55" E., 1150.61 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID SECTIONS 11 AND 12, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON POST MARKED "M-2" IN THE WESTERN BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO L.N. MC KINSEY, ET UX, DATED DECEMBER 19, 1911 AND RECORDED IN LIBER 123, PAGE 51 OF DEEDS, RECORDS OF SAID COUNTY, AT THE MOST SOUTHERLY CORNER OF BLOCK 6, AS SHOWN ON THE MAP OF LOT 3, RANCHO SOLEDAD (PATENTED AS EX-MISSION SOLEDAD), FILED OCTOBER 16, 1897 IN BOOK 1, PAGE 21 OF OUTSIDE LANDS, IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY; THENCE

- (A) S. 23° 40' 55" W., 30.31 FEET TO A POINT LYING N. 23° 40' 55" E., 1096.22 FEET FROM AN OAK TREE SCRIBED "M-3"; THENCE
- (B) S. 77° 46' 23" W., 153.04 FEET TO THE BEGINNING OF A 180 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTH; THENCE
- (C) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 18' 43" 85.80 FEET; THENCE
- (D) N. 74° 54' 49" W., 38.86 FEET TO THE BEGINNING OF A 220 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTH; THENCE
- (E) WESTERLY ALONG SAID CURVE THROUGH SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 59' 18" 69.07 FEET; THENCE
- (F) S. 87° 05' 53" W., 34.20 FEET TO THE BEGINNING OF AN 80 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTH; THENCE
- (G) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 113° 07' 06" 157.94 FEET; THENCE
- (H) N. 20° 12' 59" E., 96.55 FEET TO THE BEGINNING OF A 170 FOOT RADIUS TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE

(7)

EXHIBIT C-7

- (I) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 37' 58" 170.00 FEET; THENCE
- (J) N. 49° 24' 59" W., 22.73 FEET TO THE SOUTHERLY BOUNDARY OF SAID RANCHO; THENCE ALONG SAID BOUNDARY
- (K) N. 54° 22' 39" W., 80.05 FEET; THENCE
- (L) S. 49° 10' 25" W., 3005.11 FEET; THENCE
- (M) S. 30° 37' 15" W., 359.52 FEET; THENCE
- (N) S. 55° 07' 29" E., 40.11 FEET TO THE TRUE POINT OF BEGINNING; THENCE
- (1) N. 30° 37' 15" E., 355.01 FEET; THENCE
- (2) N. 49° 19' 25" E., 30.00 FEET; THENCE
- (3) S. 49° 40' 35" E., 92.84 FEET; THENCE
- (4) S. 40° 13' 34" W., 97.12 FEET; THENCE
- (5) S. 40° 46' 26" E., 143.03 FEET; THENCE
- (6) S. 64° 17' 24" E., 20.97 FEET; THENCE
- (7) N. 62° 07' 59" E., 93.41 FEET; THENCE
- (8) S. 86° 51' 18" E., 91.14 FEET; THENCE
- (9) S. 60° 26' 38" E., 128.16 FEET; THENCE
- (10) S. 34° 29' 31" E., 178.35 FEET; THENCE
- (11) S. 79° 12' 57" E., 102.40 FEET; THENCE
- (12) S. 60° 36' 06" W., 307.61 FEET; THENCE
- (13) S. 57° 01' 08" E., 224.12 FEET; THENCE
- (14) S. 33° 50' 51" W., 807.92 FEET; THENCE
- (15) N. 55° 22' 47" W., 290.42 FEET; THENCE
- (16) N. 27° 55' 37" E., 301.06 FEET; THENCE
- (17) N. 54° 35' 56" E., 105.06 FEET; THENCE
- (18) N. 28° 23' 13" E., 225.06 FEET; THENCE

(8)

EXHIBIT 68

- (19) N. 55° 32' 21" W., 123.71 FEET; THENCE
- (20) N. 28° 13' 02" E., 93.06 FEET; THENCE
- (21) N. 56° 58' 34" W., 57.08 FEET; THENCE
- (22) N. 56° 58' 34" W., 86.04 FEET; THENCE
- (23) N. 26° 00' 12" E., 45.62 FEET; THENCE
- (24) N. 61° 48' 31" W., 121.82 FEET; THENCE
- (25) N. 61° 48' 31" W., 20.01 FEET; THENCE
- (26) S. 29° 52' 07" W., 53.41 FEET; THENCE
- (27) S. 29° 52' 07" W., 233.73 FEET; THENCE
- (28) N. 60° 36' 57" W., 118.21 FEET; THENCE
- (29) N. 70° 41' 57" W., 251.11 FEET; THENCE
- (30) S. 40° 21' 52" W., 52.50 FEET; THENCE
- (31) N. 650° 25' 56" W., 401.25 FEET; THENCE
- (32) N. 54° 09' 44" E., 199.83 FEET; THENCE
- (33) S. 61° 46' 16" E., 323.47 FEET; THENCE
- (34) N. 28° 28' 27" E., 67.12 FEET; THENCE
- (35) S. 55° 07' 29" E., 120.79 FEET; THENCE
- (36) S. 55° 07' 29" E., 40.11 FEET TO THE TRUE POINT OF BEGINNING.

(9)

EXHIBIT C9

THAT PORTION OF LOT 4, IN THE EX-MISSION SOLEDAD RANCHO AND OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 5 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON POST MARKED "M-2" STANDING IN THE WESTERN BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO L.N. MC KINSEY, ET UX, DATED DECEMBER 19, 1911 AND RECORDED IN LIBER 123, PAGE 51 OF DEEDS, RECORDS OF SAID COUNTY, AT THE MOST SOUTHERLY CORNER OF BLOCK 6, AS SHOWN ON THE MAP OF LOT 3, RANCHO SOLEDAD (PATENTED AS EX-MISSION SOLEDAD), FILED OCTOBER 16, 1897 IN BOOK 1, PAGE 21 OF OUTSIDE LANDS, IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY; THENCE

- (A) N. 45° 13' 00" E., 3732.95 FEET TO THE SOUTHWESTERLY LINE OF FOOTHILL ROAD, A COUNTY ROAD 60 FEET WIDE; THENCE ALONG SAID LINE,
- (B) S. 50° 33' 20" E., 944.24 FEET; THENCE LEAVING SAID LINE,
- (C) S. 81° 42' 31" W., 67.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE
- (1) N. 50° 33' 20" W., 627.73 FEET; THENCE
- (2) S. 31° 09' 07" W., 427.18 FEET; THENCE
- (3) S. 18° 36' 56" W., 54.42 FEET; THENCE
- (4) S. 53° 44' 46" W., 13.26 FEET; THENCE
- (5) S. 30° 01' 43" W., 391.27 FEET; THENCE
- (6) S. 53° 58' 49" W., 552.66 FEET; THENCE
- (7) S. 63° 30' 50" W., 325.13 FEET; THENCE
- (8) S. 41° 35' 54" W., 177.51 FEET; THENCE
- (9) S. 59° 47' 25" W., 85.12 FEET; THENCE
- (10) S. 21° 37' 11" W., 32.36 FEET; THENCE
- (11) S. 59° 47' 25" W., 105.30 FEET; THENCE
- (12) N. 54° 11' 32" W., 178.64 FEET; THENCE
- (13) S. 72° 44' 03" W., 171.42 FEET; THENCE
- (14) S. 45° 13' 00" W., 1402.60 FEET; THENCE

(10)

EXHIBIT C₁₀

- (15) S. 23° 40' 55" W., 1113.45 FEET; THENCE
- (16) S. 08° 05' 15" W., 362.98 FEET; THENCE
- (17) S. 33° 36' 17" E., 125.96 FEET; THENCE
- (18) N. 59° 15' 17" E., 404.91 FEET; THENCE
- (19) N. 69° 37' 53" E., 393.61 FEET; THENCE
- (20) S. 34° 49' 42" E., 412.11 FEET; THENCE
- (21) N. 45° 44' 39" E., 360.34 FEET; THENCE
- (22) N. 47° 33' 14" E., 552.93 FEET; THENCE
- (23) S. 54° 22' 39" E., 95.33 FEET; THENCE
- (24) N. 52° 48' 05" E., 330.95 FEET; THENCE
- (25) S. 88° 19' 03" E., 167.66 FEET; THENCE
- (26) N. 05° 41' 31" E., 109.32 FEET; THENCE
- (27) N. 31° 57' 35" E., 529.82 FEET; THENCE
- (28) N. 04° 38' 24" W., 187.73 FEET; THENCE
- (29) N. 25° 37' 30" E., 560.49 FEET; THENCE
- (30) N. 48° 44' 28" E., 197.97 FEET; THENCE
- (31) N. 19° 27' 27" E., 188.40 FEET; THENCE
- (32) N. 53° 59' 24" E., 182.07 FEET; THENCE
- (33) N. 19° 48' 04" E., 109.03 FEET; THENCE
- (34) N. 30° 46' 39" E., 349.00 FEET; THENCE
- (35) N. 20° 31' 54" E., 164.72 FEET; THENCE
- (36) N. 39° 27' 12" E., 259.70 FEET; THENCE
- (37) N. 09° 30' 34" E., 306.79 FEET; THENCE
- (38) N. 81° 42' 31" E., 215.57 FEET TO THE TRUE POINT OF BEGINNING.

(11)

EXHIBIT C II

THAT PORTION OF LOT 4, IN THE RANCHO EX-MISSION SOLEDAD AND OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 5 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON POST MARKED "M-2" STANDING IN THE WESTERN BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO L.N. MC KINSEY, ET UX, DATED DECEMBER 19, 1911 AND RECORDED IN LIBER 123, PAGE 51 OF DEEDS, RECORDS OF SAID COUNTY, AT THE MOST SOUTHERLY CORNER OF BLOCK 6, AS SHOWN ON THE MAP OF LOT 3, RANCHO SOLEDAD (PATENTED AS EX-MISSION SOLEDAD), FILED OCTOBER 16, 1897 IN BOOK 1, PAGE 21 OF OUTSIDE LANDS, IN THE OFFICE OF THE COUNTY RECORDER IN SAID COUNTY; THENCE

- (1) N. 45° 13' 00" E., 3172.95 FEET TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO MISSION UNION SCHOOL DISTRICT DATED JANUARY 12, 1928 AND RECORDED IN BOOK 135, PAGE 491, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND,
- (2) S. 65° 06' 49" E., 53.04 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE EASTERLY LINE OF SAID LAND,
- (3) N. 45° 13' 00" E., 546.60 FEET TO THE SOUTHWESTERLY LINE OF FOOTHILL ROAD, A COUNTY ROAD 60 FEET WIDE; THENCE ALONG SAID SOUTHWESTERLY LINE,
- (4) S. 50° 33' 20" E., 894.25 FEET; THENCE LEAVING SAID LINE,
- (5) S. 81° 42' 31" W., 67.96 FEET; THENCE
- (6) N. 50° 33' 20" W., 622.73 FEET; THENCE
- (7) S. 31° 09' 07" W., 427.18 FEET; THENCE
- (8) S. 18° 36' 56" W., 54.42 FEET; THENCE
- (9) S. 53° 44' 46" W., 33.26 FEET; THENCE
- (10) S. 30° 01' 43" W., 391.27 FEET; THENCE
- (11) S. 53° 58' 49" W., 552.66 FEET; THENCE
- (12) S. 63° 30' 50" W., 325.13 FEET; THENCE
- (13) S. 41° 35' 54" W., 177.51 FEET; THENCE
- (14) S. 59° 47' 25" W., 85.12 FEET; THENCE
- (15) S. 21° 37' 11" W., 32.36 FEET; THENCE
- (16) S. 59° 47' 25" W., 105.30 FEET; THENCE
- (17) N. 54° 11' 55" W., 178.64 FEET; THENCE
- (18) S. 72° 44' 03" W., 171.42 FEET; THENCE
- (19) S. 45° 13' 00" W., 1511.57 FEET; THENCE
- (20) N. 23° 40' 55" E., 108.97 FEET TO THE POINT OF BEGINNING.

(12)

EXHIBIT *C12*

EXHIBIT "D"
LAND CONSERVATION AGREEMENT
COMPATIBLE USES

The following is a list of land uses determined to be compatible with the agricultural use of the land subject to this agreement and planning and zoning restrictions:

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced but not including slaughter houses, fertilizer yards, bone yards or plants for the reduction of animal or vegetable matter.

2. Structures necessary and incidental to the agricultural use of the land.

3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner.

Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.

4. Dwelling for persons employed by owner or lessee in the agricultural use of the land.

5. An aircraft landing strip incidental to the agricultural use of the land.

6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.

8. Public or private hunting of wildlife or fishing.

9. Public or private hunting clubs and accessory structures.

10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.

11. Public or private riding or hiking trails.

12. Removal of natural materials.

END OF DOCUMENT