

Attachment E

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RECORDED AT REQUEST OF

Before the Board of Supervisors in and for the County of Monterey, State of California

RESOLUTION NO. 73-34-13

FEB 20 3 32 PM '73

Establishing an Agricultural Preserve with Uniform Rules Including Compatible Uses. . .)

Enos Pedrazzi, et al

OFFICE OF RECORDED COUNTY OF MONTEREY SALINAS, CALIFORNIA REEL 830 PAGE 629

WHEREAS, the County of Monterey has been requested to establish the herein agricultural preserve; and

WHEREAS, the County of Monterey is authorized to establish agricultural preserves pursuant to the California Land Conservation Act of 1965; and

WHEREAS, the procedural requirements to establish an agricultural preserve as required by the Act have been followed; and

WHEREAS, the land to be included within the agricultural preserve is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses; and

WHEREAS, no land is within one mile of any city in the County of Monterey at the time this preserve is created; and

WHEREAS, the following uniform rules shall apply within this preserve:

Compatible uses for land to be included within the agricultural preserve are found to be those set out in Exhibit "A" attached hereto, and made a part hereof.

Grounds for cancellation are those set out in the Land Conservation Act and no other.

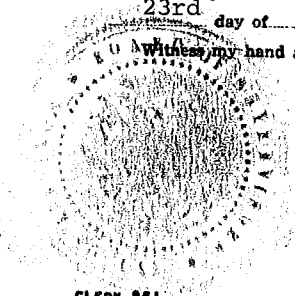
NOW, THEREFORE, BE IT RESOLVED, that the following real property located in the County of Monterey, State of California, being within Monterey County Assessor's Parcel Number(s) 139-084-02

and being more particularly described in Exhibit "B" attached hereto and made a part hereof, is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the Land Conservation Act of 1965 and shall be known as and referred to as Agricultural Preserve No. 73-13

On motion of Supervisor Church, seconded by Supervisor Branson, the foregoing resolution is adopted this 23rd day of January, 1973, by the following vote:

AYES: Supervisors Church, Atteridge, Tavernetti, Branson. NOES: None. ABSENT: None. Supervisor Poyner abstains.

I, ERNEST A. MAGGINI, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a full, true and correct copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page 28 of Minute Book 28, on the 23rd day of January, 1973, and now remaining of record in my office.



CLERK 961

ERNEST A. MAGGINI, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Monterey, State of California

By: [Signature] Deputy.

G 07342

FEB 2 8 1973

EXHIBIT "A"

LAND CONSERVATION AGREEMENTCOMPATIBLE USES

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

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. Dwellings 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.

13

EXHIBIT "B"

REEL 830 PAGE 631

Situate in the County of Monterey, State of California, described as follows:

LOTS 104, 105, 106, 107 and 108, containing a gross area of 597.95 acres, as said lots are shown on the map entitled "MAP OF THE SUBDIVISIONS OF THE RANCHO BUENA VISTA, MONTEREY COUNTY, CALIFORNIA, THE PROPERTY OF THE BUENA VISTA LAND COMPANY, SUBDIVIDED BY CHAS. O. KING, SURVEYED BY F. L. MENNETT AND V. R. ELLIOTT, JANUARY AND FEBRUARY, 1889, COMPILED BY CHAS. O. KING, SAN LUIS OBISPO, CAL." filed March 18, 1889 in the office of the County Recorder of the County of Monterey, State of California, and now on file and of record in said office in Map Book One, Maps and Grants, (Outside Lands), at page 63 therein.

EXCEPTING FROM SAID LOT 104 the tract containing 14.9 acres conveyed by Hiram Corey to Howard Hickok by deed dated December 8, 1896 recorded in Volume 51 of Deeds at page 122, records of said County.

ALSO EXCEPTING from said Lot 105 the tract containing 47.68 acres conveyed by Hiram Corey to W. Robinson by Deed dated August 17, 1901 recorded in Volume 69 of Deeds at page 60, records of said county.

ALSO EXCEPTING from said Lot 108 that certain tract containing 14.268 acres conveyed by Agostina L. Pedrazzi, et al, to The Heirs of Elvezio P. Pedrazzi, Deceased, by deed dated December 1, 1942 and recorded in Volume 784 Official Records at page 106, records of said County.

ALSO EXCEPTING from said Lots 107 and 108 all that certain real property particularly described as follows:

BEGINNING in the centerline of River Road (a County Road 50 feet wide) at the most easterly corner of that certain 14.268 acre tract of land conveyed from Agostina L. Pedrazzi, et al to the Heirs of Elvezio P. Pedrazzi, Deceased, by Deed dated December 1, 1942 and recorded in Volume 784 Official Records at page 106, records of said County, and running thence along the southeasterly and south-westerly boundaries of said 14.268 acre tract of land

- (1) S. 28° 14' W., 813.31 feet; thence
- (2) S. 14° 30' E., 121.6 feet; thence
- (3) S. 31° 12' W., 136.57 feet; thence
- (4) S. 71° 21' W., 25.5 feet; thence
- (5) N. 81° 50' W., 171.93 feet; thence
- (6) N. 57° 11' W., 476.08 feet to the most westerly corner of said 14.268 acre tract of land in the northwesterly boundary of said Lot 108, said boundary being shown on the hereinafter mentioned filed map as the centerline of a 40 foot road; thence leave the boundary of said 14.268 acre tract of land and running along the westerly boundary of said Lot 108 to and along a portion of the westerly boundary of said Lot 107
- (7) S. 34° 15' W., 484.41 feet; thence
- (8) S. 4° 00' E., 1890.67 feet; thence

(CONTINUED)

- (9) S. 37° 00' W., 368.28 feet; thence
 (10) S. 17° 00' E., 284.81 feet; thence leave last mentioned boundary and road centerline and running through said Lot 107
 (11) S. 70° 28-1/2' E., 1135.25 feet, at 105.3 feet a spike on a ground limb of a 6" diameter live oak tree, at 180.05 feet a spike on an 8" diameter limb of a 36" diameter live oak tree, at 220.0 feet a 1" diameter iron pipe on top of a bank, at 592.7 feet a 1" diameter iron pipe, 1135.25 feet to a 1-1/2" diameter iron pipe standing at a fence corner; thence following said fence
 (12) N. 0° 18' E., 292.72 feet a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
 (13) N. 36° 28-1/2' E., 196.77 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
 (14) N. 15° 28' E., 211.24 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
 (15) N. 70° 24-1/2' W., 558.31 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
 (16) N. 21° 07' E., 235.47 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
 (17) N. 27° 20-1/2' E., 279.69 feet to a 1" diameter iron pipe standing at an angle point in said fence; thence
 (18) N. 16° 33' E., 192.83 feet to a 1" diameter iron pipe standing at an angle point in said fence; thence
 (19) N. 50° 04' W., 154.36 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
 (20) N. 21° 00' E., 244.84 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
 (21) N. 29° 27-1/2' E., 619.9 feet to a 1" diameter iron pipe standing at an angle point in said fence; thence
 (22) N. 42° 40-1/2' E., 223.1 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
 (23) N. 51° 50' E., 788.28 feet at 449.8 feet a 1-1/2" diameter iron pipe, at 764.05 feet a 1-1/2" diameter iron pipe standing in the southwesterly road fence, 788.28 feet to a point in the northeasterly boundary of said Lot 107 in the centerline of River Road; thence along said road centerline and northeasterly boundary to and along the northeasterly boundary of said Lot 108
 (24) N. 43° 32-1/4' W., 1103.64 feet to the place of beginning.

CONTAINING AN AREA OF 84.97 acres of land, of which 0.63 acres lies within the limits of said River Road, leaving a net area of 84.34 acres of land.

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 12th day of February 19 73, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and ENOS D. PEDRAZZI, ALFRED B. PEDRAZZI and PAUL V. PEDRAZZI hereinafter called "Owner".

WITNESSETH:

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

WHEREAS, the property is located in an agricultural preserve (No. 73-13) heretofore established by County by Resolution No. 73-34-13; and

WHEREAS, both Owner and County desire to limit the use of the property to agricultural and compatible uses;

NOW, THEREFORE, County and Owner agree as follows:

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

This contract is entered into pursuant to Chapter 7 (commencing with Section 51200) of 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.

2. RESTRICTION ON USE OF PROPERTY

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A 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 B, 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 A 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 B. 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.

3. TERM OF CONTRACT

This contract shall become effective on the 28th day of

February, 1973, 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 4.

4. 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.

5. 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.

6. SUCCESSORS IN INTEREST

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit A 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 A. 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 A annexed to the city.

7. DIVISION OF LAND

The property described in Exhibit A 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 A 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.

8. CONDEMNATION

When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit A 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.

9. CANCELLATION

This contract may be cancelled 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 A 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 the 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 sub-paragraph (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 sub-paragraph (b).

10. 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 cancelled, 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 sub-paragraph (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 sub-paragraph (b).

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

11. 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, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

12. 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.

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed: by Owner on February 12, 1973 and by County on February 13, 1973.



COUNTY OF MONTEREY

By [Signature]
Chairman, Board of Supervisors

STATE OF CALIFORNIA) ss
COUNTY OF MONTEREY)

On this 13th day of February, 1973, before me, ERNEST A. MAGGINI, County Clerk of the County of Monterey, and ex-officio Clerk of the Board of Supervisors and of the Superior Court, in and for said County and State, personally appeared Ellis P. Janernetti, known to me to be the Chairman of said Board of Supervisors of the County of Monterey, and 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 A. MAGGINI, County Clerk and ex-officio Clerk of the Board of Supervisors of Monterey County, State of California.

By [Signature]
Deputy

[Signature]
Enos D. Pedrazzi

[Signature]
Alfred B. Pedrazzi

[Signature]
Paul V. Pedrazzi

OWNER

On this 12th day of February, 19 73, before me
Della R. Hagestad, A Notary Public in and for
the County of Monterey, State of California,
residing therein, duly commissioned and sworn, personally appeared
Enos D. Pedrazzi, Alfred B. Pedrazzi and Paul V. Pedrazzi

known to me to be the persons whose names are subscribed to the
within instrument and acknowledged to me that they executed the same.

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

Della R. Hagestad
Della R. Hagestad
Notary Public in and for the Monterey County of Monterey
State of California.

My Commission Expires October 5, 1974.

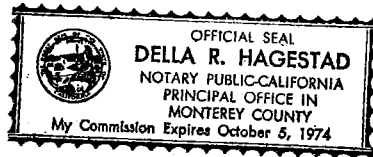


EXHIBIT "A"

Situate in the County of Monterey, State of California, described as follows:

LOTS 104, 105, 106, 107 and 108, containing a gross area of 697.95 acres, as said lots are shown on the map entitled "MAP OF THE SUBDIVISIONS OF THE RANCHO BUENA VISTA, MONTEREY COUNTY, CALIFORNIA, THE PROPERTY OF THE BUENA VISTA LAND COMPANY, SUBDIVIDED BY CHAS. O. KING, SURVEYED BY F. L. MENNETT AND V. R. ELLIOTT, JANUARY AND FEBRUARY, 1889, COMPILED BY CHAS. O. KING, SAN LUIS OBISPO, CAL." filed March 18, 1889 in the office of the County Recorder of the County of Monterey, State of California, and now on file and of record in said office in Map Book One, Maps and Grants, (Outside Lands), at page 63 therein.

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ALSO EXCEPTING from said Lot 105 the tract containing 47.68 acres conveyed by Hiram Corey to W. Robinson by Deed dated August 17, 1901 recorded in Volume 69 of Deeds at page 60, records of said county.

ALSO EXCEPTING from said Lot 108 that certain tract containing 14.268 acres conveyed by Agostina L. Pedrazzi, et al, to The Heirs of Elvezio P. Pedrazzi, Deceased, by deed dated December 1, 1942 and recorded in Volume 784 Official Records at page 106, records of said County.

ALSO EXCEPTING from said Lots 107 and 108 all that certain real property particularly described as follows:

BEGINNING in the centerline of River Road (a County Road 50 feet wide) at the most easterly corner of that certain 14.268 acre tract of land conveyed from Agostina L. Pedrazzi, et al to the Heirs of Elvezio P. Pedrazzi, Deceased, by Deed dated December 1, 1942 and recorded in Volume 784 Official Records at page 106, records of said County, and running thence along the southeasterly and southwesterly boundaries of said 14.268 acre tract of land

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- (6) N. 57° 11' W., 476.08 feet to the most westerly corner of said 14.268 acre tract of land in the northwesterly boundary of said Lot 108, said boundary being shown on the hereinafter mentioned filed map as the centerline of a 40 foot road; thence leave the boundary of said 14.268 acre tract of land and running along the westerly boundary of said Lot 108 to and along a portion of the westerly boundary of said Lot 107
- (7) S. 34° 15' W., 484.41 feet; thence
- (8) S. 4° 00' E., 1890.67 feet; thence

(CONTINUED)

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 (13) N. 36° 28-1/2' E., 196.77 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
 (14) N. 15° 28' E., 211.24 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
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 (18) N. 15° 33' E., 192.33 feet to a 1" diameter iron pipe standing at an angle point in said fence; thence
 (19) N. 50° 04' W., 154.36 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
 (20) N. 21° 00' E., 244.84 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
 (21) N. 29° 27-1/2' E., 619.9 feet to a 1" diameter iron pipe standing at an angle point in said fence; thence
 (22) N. 42° 40-1/2' E., 223.1 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
 (23) N. 51° 50' E., 788.28 feet at 449.8 feet a 1-1/2" diameter iron pipe, at 764.05 feet a 1-1/2" diameter iron pipe standing in the southwesterly road fence, 788.28 feet to a point in the northeasterly boundary of said Lot 107 in the centerline of River Road; thence along said road centerline and northeasterly boundary to and along the northeasterly boundary of said Lot 108
 (24) N. 43° 32-1/4' W., 1103.64 feet to the place of beginning.

CONTAINING AN AREA OF 84.97 acres of land, of which 0.63 acres lies within the limits of said River Road, leaving a net area of 84.34 acres of land.

EXHIBIT "B"**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:

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. Dwellings 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.

END OF DOCUMENT

GUARANTEE

71 0142

- | | |
|--|---|
| <input type="checkbox"/> CHAIN OF TITLE GUARANTEE | <input type="checkbox"/> PLANT INFORMATION GUARANTEE |
| <input type="checkbox"/> JUDGMENT AND TAX LIEN GUARANTEE | <input type="checkbox"/> PROPERTY SEARCH GUARANTEE |
| <input checked="" type="checkbox"/> LOT BOOK GUARANTEE | <input type="checkbox"/> MECHANIC'S LIEN GUARANTEE |
| <input type="checkbox"/> PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | <input type="checkbox"/> RECORD OWNER GUARANTEE |
| <input type="checkbox"/> | <input type="checkbox"/> REQUEST FOR NOTICE GUARANTEE |

Order No. 98511

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

COUNTY OF MONTEREY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

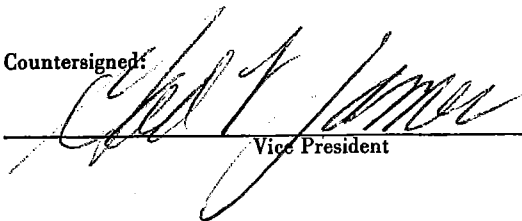
LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

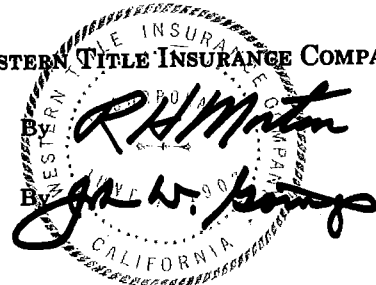
Dated as of **NOVEMBER 22, 1972**
STATE OF CALIFORNIA.

, in the County of **MONTEREY,**

Countersigned:



Vice President

WESTERN TITLE INSURANCE COMPANY

 By **R.H. Martin**
 By **J.W. King**

President

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

WESTERN TITLE INSURANCE COMPANY

LOT BOOK GUARANTEE

SCHEDULE A

No. 98511

Effective Date: November 22, 1972 at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

A. The last recorded instrument purporting to transfer title to said real property is:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

NONE

DESCRIPTION:

The real property referred to in this Guarantee is situate in the County of Monterey, State of California and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT "A"

Situate in the County of Monterey, State of California, described as follows:

LOTS 104,105,106,107 and 108, containing a gross area of 697.95 acres, as said lots are shown on the map entitled "MAP OF THE SUBDIVISIONS OF THE RANCHO BUENA VISTA, MONTEREY COUNTY, CALIFORNIA, THE PROPERTY OF THE BUENA VISTA LAND COMPANY, SUBDIVIDED BY CHAS. O. KING, SURVEYED BY F. L. MENNETT AND V. R. ELLIOTT, JANUARY AND FEBRUARY, 1889, COMPILED BY CHAS. O. KING, SAN LUIS OBISPO, CAL.", filed March 18, 1889 in the office of the County Recorder of the County of Monterey, State of California, and now on file and of record in said office in Map Book One, Maps and Grants, (Outside Lands), at page 63 therein.

EXCEPTING FROM SAID LOT 104 the tract containing 14.9 acres conveyed by Hiram Corey to Howard Hickok by deed dated December 8, 1896 recorded in Volume 51 of Deeds at page 122, records of said County.

ALSO EXCEPTING from said Lot 105 the tract containing 47.68 acres conveyed by Hiram Corey to W. Robinson by Deed dated August 17, 1901 recorded in Volume 69 of Deeds at page 60, records of said county.

ALSO EXCEPTING from said Lot 108 that certain tract containing 14.268 acres conveyed by Agostina L. Pedrazzi, et al, to The Heirs of Elvezio P. Pedrazzi, Deceased, by deed dated December 1, 1942 and recorded in Volume 784 Official Records at page 106, records of said County.

ALSO EXCEPTING from said Lots 107 and 108 all that certain real property particularly described as follows:

BEGINNING in the centerline of River Road (a County Road 50 feet wide) at the most easterly corner of that certain 14.268 acre tract of land conveyed from Agostina L. Pedrazzi, et al to the Heirs of Elvezio P. Pedrazzi, Deceased, by Deed dated December 1, 1942 and recorded in Volume 784 Official Records at page 106, records of said County, and running thence along the southeasterly and south-westerly boundaries of said 14.268 acre tract of land

- (1) S. 28° 14' W., 813.31 feet; thence
- (2) S. 14° 30' E., 121.6 feet; thence
- (3) S. 31° 12' W., 136.57 feet; thence
- (4) S. 71° 21' W., 25.5 feet; thence
- (5) N. 81° 50' W., 171.93 feet; thence
- (6) N. 57° 11' W., 476.08 feet to the most westerly corner of said 14.268 acre tract of land in the northwesterly boundary of said Lot 108, said boundary being shown on the hereinafter mentioned filed map as the centerline of a 40 foot road; thence leave the boundary of said 14.268 acre tract of land and running along the westerly boundary of said Lot 108 to and along a portion of the westerly boundary of said Lot 107
- (7) S. 34° 15' W., 484.41 feet; thence
- (8) S. 4° 00' E., 1890.67 feet; thence

(CONTINUED)

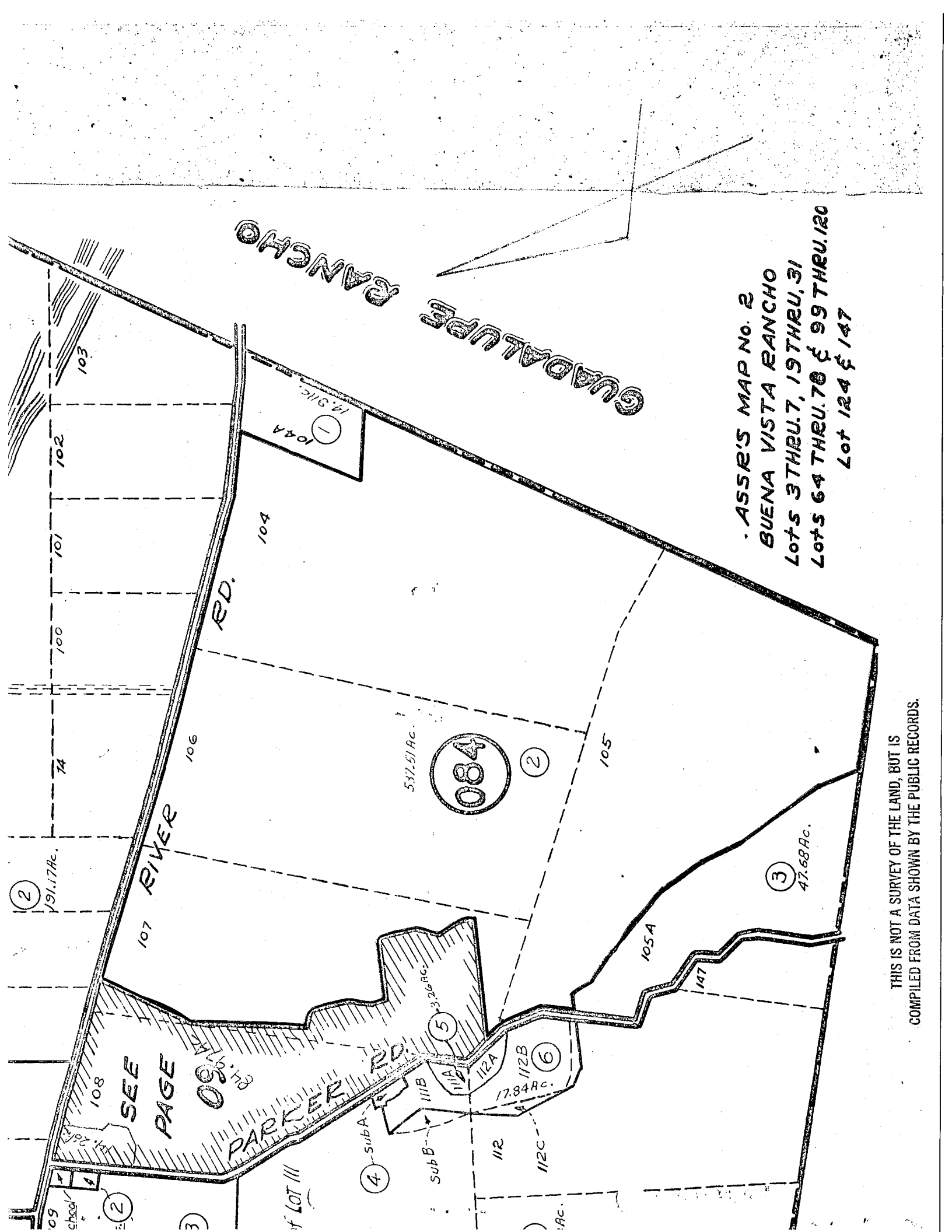
- (9) S. 37° 00' W., 368.28 feet; thence
(10) S. 17° 00' E., 284.81 feet; thence leave last mentioned boundary and road centerline and running through said Lot 107
(11) S. 70° 28-1/2' E., 1135.25 feet, at 105.3 feet a spike on a ground limb of a 6" diameter live oak tree, at 180.05 feet a spike on an 8" diameter limb of a 36" diameter live oak tree, at 220.0 feet a 1" diameter iron pipe on top of a bank, at 592.7 feet a 1" diameter iron pipe, 1135.25 feet to a 1-1/2" diameter iron pipe standing at a fence corner; thence following said fence
(12) N. 0° 18' E., 292.72 feet a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
(13) N. 36° 28-1/2' E., 196.77 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
(14) N. 15° 28' E., 211.24 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
(15) N. 70° 24-1/2' W., 558.31 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
(16) N. 21° 07' E., 235.47 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
(17) N. 27° 20-1/2' E., 279.69 feet to a 1" diameter iron pipe standing at an angle point in said fence; thence
(18) N. 16° 33' E., 192.33 feet to a 1" diameter iron pipe standing at an angle point in said fence; thence
(19) N. 50° 04' W., 154.36 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
(20) N. 21° 00' E., 244.84 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
(21) N. 29° 27-1/2' E., 619.9 feet to a 1" diameter iron pipe standing at an angle point in said fence; thence
(22) N. 42° 40-1/2' E., 223.1 feet to a 1-1/2" diameter iron pipe standing at an angle point in said fence; thence
(23) N. 51° 50' E., 788.28 feet at 449.8 feet a 1-1/2" diameter iron pipe, at 764.05 feet a 1-1/2" diameter iron pipe standing in the southwesterly road fence, 788.28 feet to a point in the northeasterly boundary of said Lot 107 in the centerline of River Road; thence along said road centerline and northeasterly boundary to and along the northeasterly boundary of said Lot 108
(24) N. 43° 32-1/4' W., 1103.64 feet to the place of beginning.

CONTAINING AN AREA OF 84.97 acres of land, of which 0.63 acres lies within the limits of said River Road, leaving a net area of 84.34 acres of land.

EXHIBIT "B"

Deeds to:

ALFRED B. PEDRAZZI, also known as ALFRED PEDRAZZI; ENOS D. PEDRAZZI, also known as ENOS PEDRAZZI and PAUL V. PEDRAZZI, also known as PAUL PEDRAZZI, dated September 14, 1926 and recorded November 1, 1929 in Volume 215 Official Records at page 3, dated December 9, 1957 and recorded December 12, 1957 in Volume 1835 Official Records at page 259, dated December 9, 1957 and recorded December 12, 1957 in Volume 1835 Official Records at page 262 and by the Decree of Distribution dated December 31, 1965 a certified copy of which was recorded December 31, 1965 on Reel 441 Official Records at Page 110.



ASSR'S MAP NO. 2
 BUENA VISTA RANCHO
 LOTS 3 THRU 7, 19 THRU 31
 LOTS 64 THRU 70 & 99 THRU 120
 Lot 124 & 147

THIS IS NOT A SURVEY OF THE LAND, BUT IS
 COMPILED FROM DATA SHOWN BY THE PUBLIC RECORDS.

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