

Stephen L. Vagnini  
Monterey County Recorder  
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**Filer**

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12/17/2014  
13:53:52

WHEN RECORDED MAIL TO:

Clerk of the Board

168 W. Alisal St. 1st Floor

Monterey County Government Center

Salinas, CA93901

**DOCUMENT: 2014063122**

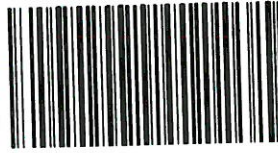
Titles: 1/ Pages: 23

Fees . . . . 78.00

Taxes . . . .

Other . . . .

AMT PAID \$78.00



# FARMLAND SECURITY ZONE CONTRACT 2015-002

**FARMLAND SECURITY ZONE CONTRACT No. 2015-002**

**THIS CONTRACT** is made and entered into as of the date opposite the respective signatures by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter called "County" and **David L. Gill and Susan Gill, Trustees of THE DAVID AND SUSAN GILL FAMILY TRUST established 1-26-83, as amended and restated and Michael D. Cling, Trustee of THE HITCHCOCK CHILDREN'S TRUST #1 dated 1-11-11**, 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 fiber and is described in Exhibit A (hereafter, "the property") attached hereto and made a part hereof; and

**WHEREAS**, the legislature of the State of California has found and declared that it is desirable to expand options available to landowners for the preservation of agricultural land, and has enacted legislation for the establishment of farmland security zones; and

**WHEREAS**, the property is located in an agricultural preserve (No. 2012-026) heretofore established by County by Resolution (No. 2011-379); and

**WHEREAS**, Owner has expressly requested that County create a farmland security zone, which requires rescission of Agricultural Preserve Contract (No. 2012-026) as it applies to the property described in Exhibit A and simultaneous placement of the property under a new Farmland Security Zone and Contract (No. 2015-002) established by County Resolution (No. 2014-349); and

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

**WHEREAS**, the property is designated on the Important Farmland Series Maps pursuant to Government Code Section 65570, or predominantly prime agricultural land as defined in Government Code Section 51201(c); and

**WHEREAS**, the property is not enforceably restricted pursuant to the Open-Space Easement Act of 1974 (commencing with Government Code Section 51070); and

**WHEREAS**, the property is not located within a city's sphere of influence; or, in the alternative, the creation of the farmland security zone within the sphere of influence has been expressly approved by resolution by the city with jurisdiction within the sphere; and

**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 Article 7. "Farmland Security Zones" (commencing with Section 51296) of Chapter 7, of Part 7 Of Division 1, of Title 5 of the Government Code, and 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. APPLICABILITY

This contract shall only apply to property that is designated on the Important Farmland Series maps, prepared pursuant to Government Code Section 65570 as predominantly one or more of the following: (1) prime farmland; (2) farmland of statewide significance; (3) unique farmland; or, (4) farmland of local importance. If the property is in an area that is not designated on the Important Farmland Series maps, the property shall qualify if it is predominantly prime agricultural land as defined in subdivision (c) of Government Code Section 51201. (Government Code Section 51296.8). To the extent that any portion of the property is zoned or used inconsistently, with the provisions of this Contract, or the legislative purpose or intent for the creation of Farmland Security Zones, that portion of the property shall be excepted from, and shall not receive the benefits of this Contract.

### 3. 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 fiber 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.

Pursuant to Government Code Section 51296.7, during the term of this Contract, Owner shall not engage in, and County shall not approve any use of the property within the Farmland Security Zone, based on the compatible use provisions contained in Government Code Section 51238.1 (c).

### 4. PROPERTY TAX VALUATION AND SPECIAL TAXES

During the term of this contract, both of the following shall apply to property within the designated farmland security zone: (1) The land shall be eligible for property tax valuation pursuant to Section 423.4 of the Revenue and Taxation Code. (2) Notwithstanding any other provision of law, any

special tax approved by the voters for urban-related services on or after January 1, 1999, on the property or any living improvement shall be levied at a reduced rate unless the tax directly benefits the land or the living improvements. (Government Code Section 51296.2).

5. RESTRICTION OF ANNEXATION AND EXCEPTIONS

Notwithstanding any provision of the Cortese-Knox Local Government Reorganization Act of (1985) (Division 3 (commencing with Government Code Section 56000)), a local agency formation commission shall not approve a change of organization or reorganization that would result in the annexation of the property within the designated farmland security zone to a city. However, this provision shall not apply under any of the following circumstances: (1) If the farmland security zone is located within a designated, delineated area that has been approved by the voters as a limit for existing and future urban facilities, utilities, and services. (2) If annexation of a parcel or a portion of a parcel is necessary for the location of a public improvement, as defined in Section 51290.5, except as provided in provision 6. below. (3) If the landowner consents to the annexation. (Government Code Section 51296.3(c)).

Notwithstanding any provision of the Cortese-Knox Local Government Reorganization Act of 1985 (Division 3 (commencing with Government Code Section 56000)), a local agency formation commission shall not approve a change of organization or reorganization that would result in the annexation of land within the designated farmland security zone to a special district that provides sewers, nonagricultural water, or streets and roads, unless the facilities or services provided by the special district benefit land uses that are allowed under this contract and Owner consents to the change of organization or reorganization. (Government Code Section 51296.4).

6. RESTRICTION ON SCHOOL DISTRICT USE OR ACQUISITION

Notwithstanding Article 5 (commencing with Government Code Section 53090) of Chapter 1 of Division 2 of Title 5, a school district shall not render inapplicable a county zoning ordinance to use of the property by the school district (Government Code Section 51296.5).

Notwithstanding any provision of law, a school district shall not acquire the property, nor any portion of the property, within the designated farmland security zone. (Government Code Section 51296.6).

7. TERM OF CONTRACT

This contract shall become effective on the date opposite the respective signatures and shall be recorded on or before the 31st day of December; in order to meet the January 1 property tax lien date 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 12.

8. 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.

9. 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.

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.

10. 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 a contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract or contracts, as necessary. 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.

11. EMINENT DOMAIN OR OTHER ACQUISITION.

(a) All of the provisions of Article 6 (commencing with Government Code Section 51290) shall apply to farmland security zone contracts created pursuant to Article 7 except as specifically provided in Article 7 (commencing with Government Code Section 51296) (Government Code Section 51297.1). 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, as defined in Government Code Section 51290.5, 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.

(b) Eminent domain or other acquisition proceedings shall be governed by the provisions of Article 6 (commencing with Government Code Section 51290 et seq) except as specifically provided in Article 7 (commencing with Government Code Section 51296) (Government Code Section 51297.1).

Notice of intent to consider land in agricultural preserve pursuant to this contract for condemnation or acquisition, shall be provided by the public agency, or person, or authorized agent, to the Director of Conservation and to the local governing body responsible for the administration of the preserve in accordance with Government Code Sections 51291 and 51291.5. The Director of Conservation shall provide a copy of any material received from the public agency, or person, or authorized agent, relating to the proposed acquisition, to the Secretary of Food and Agriculture in accordance with Government Code Section 51291(b). When land in an agricultural preserve pursuant to this contract is acquired by a public agency, the public agency shall notify the Director of Conservation within 10 working days in accordance with Government Code Section 51291(c).

(c) If after giving notice required under Government Code Sections 51291 (b) and 51291 (c) and before the project is completed within the preserve, the public agency, person or agent proposes any significant change in the public improvement, it shall give notice of the changes to the Director and the local governing body responsible for administration of the preserve. Within 30 days thereafter, the Director or local governing body may forward to the public agency, person or agent their comments with respect to the effect of the change to the public improvement and the compliance of the changed public improvement with Article 6. Any action or proceeding regarding notices or findings required by Article 6 filed by the Director of Conservation or local governing body administering the preserve shall be governed by Government Code Section 51294 (Government Code Section 51291(e)).

## 12. NOTICE OF NONRENEWAL

(a) Nonrenewal of a farmland security zone contract shall be pursuant to Article 3, (commencing with Government Code Section 51240), except as otherwise provided in Article 7, (commencing with Government Code Section 51296) pursuant to Government Code Section 51296.9.

(b) If either party desires in any year not to renew this contract, that party shall serve written notice of nonrenewal pursuant to Government Code Section 51245 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 7 above.

(c) If either party serves written notice of nonrenewal in any year within the time limits of (b) 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.

## 13. LIABILITY UPON NOTICE OF NONRENEWAL

Pursuant to Revenue and Taxation Code Section 426, as may be amended from time to time,

notwithstanding any provision of Revenue and Taxation Code Section 423 to the contrary, if either the County, or the Owner of the property subject to this Contract, has served Notice of Nonrenewal as provided in Section 51091, 51245, and 51296.9 of the Government Code, the County Assessor shall, unless the parties shall have subsequently rescinded the Contract pursuant to Government Code Section 51245 or 51255, value the property as provided herein.

(a) If Owner serves Notice of Nonrenewal, or the County serves Notice of Nonrenewal and the Owner fails to protest as provided in Section 51091, 51245, and/or 51296.9 of the Government Code, subdivision (b) below, shall apply immediately. If the County serves Notice of Nonrenewal and the Owner does protest as provided in Section 51091, 51245, and/or 51296.9 of the Government Code, subdivision (b) shall apply when less than six years remain until the termination of the period for which the property is enforceably restricted.

(b) Where any of the conditions in subdivision (a) apply, the Board or Assessor in each year until the termination of the period for which the property is enforceably restricted shall do all of the following:

(1) Determine the value of the property pursuant to Section 110.1 of the Revenue and Taxation Code. If the property is not subject to Section 110.1 of the Revenue Code when the restriction expires, the value shall be determined pursuant to Section 110 of the Revenue and Taxation Code as if it were free of contractual restriction. If the property will be subject to a use for which the Revenue and Taxation Code provides a special restricted assessment, the value shall be determined as if it were subject to the new restriction.

(2) Determine the value of the property by capitalization of income as provided in Section 423 and without regard to the existence of any of the conditions in subdivision (a).

(3) Subtract the value determined in paragraph (2) of subdivision (b) by capitalization of income from the full cash value determined in paragraph (1) of subdivision (b).

(4) Using the rate announced by the board pursuant to paragraph (1) of subdivision (b) of Section 423, discount the amount obtained in paragraph (3) of subdivision (b) for the number of years remaining until the termination of the Contract.

(5) Determine the value of the property by adding the value determined by capitalization of income as provided in paragraph (2) of subdivision (b) and the value obtained in paragraph (4) of subdivision (b).

(6) Apply the ratio prescribed in Revenue and Taxation Code Section 401 to the value of the land determined in paragraph (5) of subdivision (b) to obtain its assessed value.

#### 14. TERMINATION OF FARMLAND SECURITY ZONE DESIGNATION

Upon termination of the farmland security contract, the farmland security zone designation for

the property shall simultaneously be terminated (Government Code Section 51296.1.(e)).

15. CANCELLATION

A petition for cancellation of this contract may only be filed by the property owner/s. The Board may grant a petition only in accordance with the procedures provided in Article 5 (commencing with Section 51280) if both of the findings of Government Code Section 51282(a)(1&2) are made and only if all of the requirements of Government Code Section 51297 are met. 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 by resolution, grant a petition in accordance with the procedures provided in Article 5 (commencing with Government Code Section 51280), and only if all of the requirements pursuant to Government Code Sections 51282 and 51297 are met. 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 Government Code Section 6061. In addition, at least 10 working days prior to the hearing, a notice of hearing and a copy of the landowner's petition shall be mailed to the Director of Conservation pursuant to Government Code Section 51284. At the hearing, or prior thereto, the owner of any property in which this agricultural preserve is situated may protest such cancellation to the Board of Supervisors.

(b) The Board of Supervisors may by resolution, grant a petition by the Owner/s to cancel this contract only if the Board makes both of the findings specified in Government Code Sections 51282 (a)(1) and 51282 (a)(2) and finds based on substantial evidence in the record that (1) The cancellation is consistent with the purposes of the California Land Conservation Act of 1965 as amended (Government Code Section 51282(a)(1)) and, (2) the cancellation is in the public interest (Government Code Section 51282(a)(2)) and, only if all of the following requirements are met pursuant to Government Code Section 51297:

- (i) That no beneficial public purpose would be served by the continuation of the contract.
- (ii) That the uneconomic nature of the agricultural use is primarily attributable to circumstances beyond the control of the landowner and the local government.
- (iii) That the landowner has paid a cancellation fee equal to 25 percent of the cancellation valuation calculated in accordance with subdivision (b) of Section 51283.
- (iv) The Director of Conservation approves the cancellation. The director may approve the cancellation after reviewing the record of the tentative cancellation provided by the city or county, only if he or she finds both of the following:



- (A) That there is substantial evidence in the record supporting the decision.
- (B) That no beneficial public purpose would be served by the continuation of the

contract.

(v) A finding that no authorized use may be made of a remnant contract parcel of five acres or less left by public acquisition pursuant to Government Code Section 51295, may be substituted for the finding in Government Code Section 51282 (a).

## 16. 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, pursuant to Revenue and Taxation Code Section 401, determine the full cash value of the land as though it were free of the contractual restrictions imposed by this contract. The Assessor shall certify to the Board of Supervisors the cancellation valuation of the land for the purpose of determining the cancellation fee.

(b) 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 25% percent of the cancellation valuation of the property, calculated in accordance with Government Code 51283(b) (Government Code Section 51297).

(c) If the Board of Supervisors recommends that it is in the public interest to do so, and the Secretary of the Resources Agency so finds, the Board may waive any such payment or any portion thereof, or may make such payment or portion thereof, or may extend the time for making the payment or a portion of the payment 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: (1) 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 (2) the Board of Supervisors has determined it is in the best interests of the program to conserve agricultural land use that such payment be either deferred or is not required; and (3) the waiver or extension of time is approved by the Secretary of the Resources Agency pursuant to Government Code Section 51283.

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

## 17. 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 Clerk of the Board of Supervisors, Government Center, 168 W. Alisal Street, First Floor, Salinas, California 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

18. 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.

19. 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, and the Farmland Security Zone designation shall be terminated.

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, or as otherwise provided in provisions 13. or 16. above, as applicable as determined by the County Assessor, consistent with the provisions of the Revenue and Taxation Code, as may be amended from time to time.

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: 12-8-14

By: Louis R. Calcagno  
Louis R. Calcagno  
Chair, Board of Supervisors

ACKNOWLEDGMENT

State of California )

County of Monterey )

On December 8, 2014, before me Denise Hancock, Deputy, Clerk of the Board of Supervisors, personally appeared Louis R. Calcagno, who 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.

*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.

GAIL T. BORKOWSKI  
Clerk of the Board of Supervisors of  
Monterey County, State of California

By Denise Hancock, for

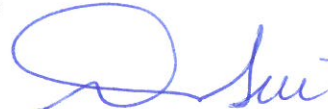
[COUNTY SEAL]:

Legal Reference for Acknowledgment by County Official:  
Civil Code Sections 1181, 1184, 1185, 1188, 1189  
Code of Civil Procedure Section 2012

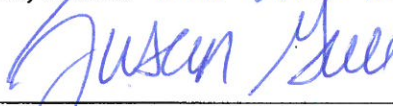
OWNER/S: David L. Gill and Susan Gill, Trustees of THE DAVID AND SUSAN GILL FAMILY TRUST established 1-26-83, as amended and restated and Michael D. Cling, Trustee of THE HITCHCOCK CHILDREN'S TRUST #1 dated 1-11-11

THE DAVID AND SUSAN GILL FAMILY TRUST established 1-26-83, as amended and restated

Dated: 11-20-14

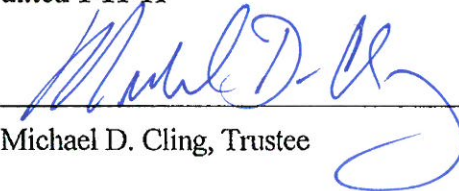
 AND  
David Gill, Trustee AKA David L. Gill *map 12/15/14*

Dated: 11-20-14

, AND  
Susan Gill, Trustee

THE HITCHCOCK CHILDREN'S TRUST #1 dated 1-11-11

Dated: 11.21.14

, OWNERS  
Michael D. Cling, Trustee

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Monterey }

On 11/18/14 before me, Jennifer Lopez, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Susan Gill  
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jennifer Lopez  
Signature of Notary Public



Place Notary Seal and/or Stamp Above

**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: Farmland Security Zone

Document Date: 11/17/14 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT OF SIGNER  
 Top of thumb here

Signer Is Representing: \_\_\_\_\_

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

RIGHT THUMBPRINT OF SIGNER  
 Top of thumb here

Signer Is Representing: \_\_\_\_\_

11.1

JENNIFER S. LOPEZ  
Commission # 1933899  
Notary Public - California  
Monterey County  
Expires May 22, 2018



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Monterey

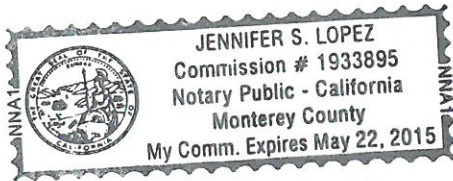
On 11/18/14 before me, Jennifer Lopez, Notary Public

personally appeared David L Gill

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature: Jennifer Lopez  
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: Farmland Security Zone Contract

Document Date: 11/17/2014 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

My Comm. Expires May 22, 2018  
JENNIFER S. LOPEZ  
Commission # 183889  
Notary Public - California  
Monterey County





STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On 11/18/14, 2014, before me, Jennifer S Lopez, Notary Public, personally appeared David L Gill & Susan Gill, who 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/ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.

Jennifer S Lopez  
Notary Public

[SEAL]



STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On \_\_\_\_\_, 2014, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who 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/ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

[SEAL]

Commissioner of the Superior Court  
Montevideo, Vermont  
May 22, 1902



STATE OF CALIFORNIA  
COUNTY OF MONTEREY

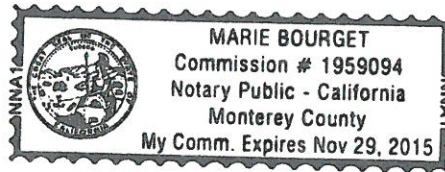
On Nov. 21, 2014, before me, Marie Bourget, Notary Public, personally appeared Michael D. Clark, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.

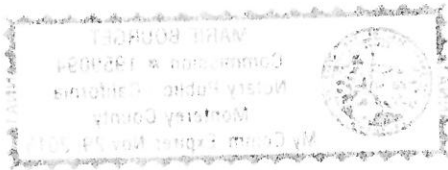
Marie Bourget  
Notary Public

[SEAL]



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LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A portion of Lot 4 of the Spence partition of the Rancho Encinal Y Buena Esperanza, as per map entitled, "Plat of partition of part of Rancho Buena Esperanza", filed in Book 8 of Deeds, at Page 1 therein, Monterey County Records, and a portion of Lot 92, as per map entitled "Map of the Subdivisions of the Rancho Buena Vista, Monterey County, California", filed in Map Book One, Maps and Grants (outside land), at Page 63 therein, Monterey County Records.

The following described property is:

(1) A portion of the 402.63 acre tract, Parcel I, described in deed dated October 28, 1920, from Spreckles Sugar Company to C. N. Thorup, et al, recorded in Book 177 of Deeds, at Page 109 on November 1, 1920 Monterey County Records; and

(2) A portion of the 14.40 acre tract, Parcel 3, described in deed dated October 28, 1920, Spreckles Sugar Company to C. N Thorup, et al, recorded in Book 177 of Deeds, at Page 109; and

(3) Two separate portions of the 106.35 acre tract conveyed by Sadie Craig to C. N. Thorup, et al, by deed dated October 23, 1928, recorded in Book 169 of Official Records, at Page 1, Monterey County Records.

The following is a particular description of the exterior boundaries of the entire tract herein described:

Beginning at a 4" x 4" survey post marked K8, standing at the Southeast corner of Lot 4 of the Spence partition, on the Westerly side of the Southern Pacific Railroad right of way; thence following the line between Lot 4 and 6 of the Spence partition,

(1) S. 58° 18 1/4' W., 5869.6 feet, at 4498 feet a 4" x 4" survey post marked PC1, standing at the Southeasterly corner of that certain 106.35 acre tract conveyed by Sadie Craig to C. N. Thorup et al, above referred to 5869.6 feet to a 4" x 4" survey post marked S1, T, P, HDP, from which a 4" x 4" survey post marked SAC, PC, D1, standing at a Southwest corner of the said 106.35 acre tract of C. N. Thorup, et al, bears S. 58° 18 1/4' W., 300 feet distant; thence leave the line between Lot 4 and 6 of the Spence partition and running over Lot 4,

(2) N. 37° 27' W., 508.05 feet to a 4" x 4" survey post marked S2, T, HDP, standing on the Northerly line of said 106.35 acre tract of C. N. Thorup, et al; thence following the line of said 106.35 acre tract,

(3) S. 73° 4' W., 213.4 feet to a 4" x 4" survey post marked PC7, S3, HDP, standing in fence on top of bank overlooking bottom land; thence descend bank,

(4) N. 37° 38' W., 746 feet, at 100 feet enter bottom land and running over same, at 630 feet intersect the Rancho boundary between the Rancho Encinal Y Buena Esperanza and Rancho Buena Vista at a point South 73° 3' W., 725 feet from corner BV9 and BE16 of said Ranchos, enter Rancho Buena Vista, 746 feet to a 4" x 4" survey post marked S4, T, HDP, and from which point the Northeast corner of the said 106.35 acre tract of C. N Thorup, et al, bears N. 37° 38' W., 295.4 feet distant; thence

(5) S. 41° W., 436 feet, at 204.5 feet again intersect the Rancho boundary between the Rancho Encinal Y Buena Esperanza and the Rancho Buena Vista, at a point S. 73° 3' W., 939.5 feet from corner BV9 and BE16 of said Ranchos, leave Rancho Buena Vista, and enter Rancho Encinal Y Buena Esperanza, 436 feet to a 4" x 4" survey post marked S5, T, HDP; thence

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- (6) S. 47° 48' W., 232.6 feet to a 4" x 4" survey post marked S6, T, HDP; thence
- (7) S. 70° 51' W., 130.6 feet to a 4" x 4" survey post marked S7, C, HDP; thence
- (8) N. 81° 46' W., 185 feet to a 4" x 4" survey post marked S8, C, HDP; thence
- (9) S. 81° 10' W., 323.6 feet to a 4" x 4" survey post marked SAC, PC, 20', HW10, S9, standing at the Northeast corner of a 20 foot lane and road for the joint use of the lands of Peter Craig and Sadie Craig, or their successors in title; thence
- (10) N. 0° 12' W., 209.8 feet to a 4" x 4" survey post marked S10, T, S, HDP, standing on the old line fence on line between Lot 4 of the Spence partition of the Rancho Encinal Y Buena Esperanza and Lot 92 of the Rancho Buena Vista, above referred to; thence following the line between the last two named Ranchos,
- (11) S. 89° 50' E., 340.8 feet to a fence corner at corner BV8 and BE15 of said Ranchos; thence leave Rancho line and following the fence and line along the Northwesterly side of the 14.40 acre tract in Lot 92 of the Rancho Buena Vista, conveyed by Spreckles Sugar Company to C. N. Thorup et al,
- (12) N. 44° 38' E., 1660.7 feet, at 821.9 feet the Northeasterly corner of the said 106.35 acre tract conveyed by Sadie Craig to C.N. Thorup et al, 1660.7 feet to a 4" x 4" survey post marked JRS, standing at intersection of fences on the boundary line between the Rancho Buena Vista and Rancho Encinal Y Buena Esperanza, at a point N. 25° 27' W., 800 feet from the corner of BV9 and BE16 of said Ranchos, and at the Northeast corner of the said 14.40 acre tract conveyed by Spreckles Sugar Company to C.N. Thorup, et al, and at the Southwest corner of that certain 258.67 acre tract conveyed by C.N. Thorup, et al, to J. Ramon Somavia, by deed dated January 26, 1922, recorded February 2, 1922, in Book 187 of Deeds, at Page 352, Monterey County Records; thence leave the Rancho Buena Vista and enter the Rancho Encinal Y Buena Esperanza and following the Southerly line of the J. Ramon Somavia 258.67 acre tract,
- (13) N. 81° 52' E., 1940 feet, at 1640 feet a 4" x 4" survey post marked WP, S, T, 1940 feet to a 4" x 4" survey post marked JRS, on top of right bank of the Salinas River; thence
- (14) N. 51° 20 1/2' E., 3448.9 feet to a 4" x 4" survey post marked JRS, standing on the Westerly said of the Southern Pacific Railroad right of way, and at the Southeast corner of the said 258.67 acre tract of J. Ramon Somavia; thence following the Westerly side of said Southern Pacific Railroad right of way,
- (15) S. 39° 39' E., 1452.4 feet to the place of beginning.

Saving and excepting therefrom that certain tract of land containing 2.695 acres, more or less, described in the deed from Juanita De L. Somavia and J. Ramon Somavia, Jr., to County of Monterey, a body politic and corporate, dated December 24, 1935 and recorded May 19, 1937, in Book 524 of Official Records, at Page 473, Monterey County Records. Said excepted property to be used for sole purpose of a public highway and county road.

Also excepting therefrom all that portion thereof described in the deed to the County of Monterey (a body politic and corporate), of the State of California, recorded on June 23, 1965 in Reel 411 of Official Records, at Page 846.

Also excepting therefrom all that portion thereof described in the deeds to Fusion Rubbermaid Corporation, a corporation, recorded on June 23, 1965 in Reel 411 of Official Records, at Page 848, and October 14, 1966 in Reel 480 of Official Records, at Page 222.

Also excepting therefrom all that portion thereof described in the deed to Albert C. Hansen et al, recorded December 1, 1977 in Reel 1200 of Official Records, at Page 400.

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PARCEL III:

A portion of Lot 4 of the Spence partition of the Rancho Encinal Y Buena Esperanza, as shown on the map entitled "Plat of partition of part of Rancho Buena Esperanza", filed in Book 8 of Deeds, at Page 1 therein, Monterey County Records, and a portion of Lot 92 of the Rancho Buena Vista, as per map entitled "Map of the Subdivision of the Rancho Buena Vista, Monterey County, California", filed in Map Book One, Maps and Grants, (outside lands), at Page 63 therein, Monterey County Records, being also a portion of that certain 106.35 acre tract conveyed by Sadie Craig to C.N. Thorup, et al, be deed dated November 1, 1928, recorded November 16, 1928, in Book 170 of Official Records, at Page 214, Monterey County Records, and being more particularly described as follows:

Beginning at a 4" x 4" survey post marked SA, CP, C-D1, standing in the division line between Lots 4 and 6 of said Spence partition, at the most Easterly corner of an 85.64 acre tract formerly owned by Peter Craig, and running thence along the line between Lots 4 and 6 of the Spence partition,

(1) N. 58° 18 1/4' E., 300 feet to a 4" x 4" survey post marked S1, T, P, HDP, from which point a 4" x 4" survey post marked K8-, standing at the intersection of the line between Lots 4 and 6 with the Westerly side of the Southern Pacific Railroad right of way bears N. 58° 18 1/4' E., 5869.6 feet distant; thence leave line between Lots 4 and 6 and running over the Sadie Craig 106.35 acre tract,

(2) N. 37° W., 508.05 feet to a 4" x 4" survey post marked S2, T, HDP, standing on the Northerly line of said 106.35 acre tract; thence following the line of said 106.35 acre tract,

(3) S. 73° 4' W., 213.4 feet to a 4" x 4" survey post marked PC7, S3, HDP, standing in fence on top of bluff overlooking bottom land; thence descend bank,

(4) N. 37° 38' W., 746 feet, at 100 feet enter bottom land and running over same, at 630 feet intersect the Rancho line between the Rancho Encinal Y Buena Esperanza and Rancho Buena Vista at a point S. 73° 3' W., 725 feet from corner BV9 and BE16 of said Ranchos, enter Rancho Buena Vista, 746 feet to a 4" x 4" survey post marked S4, T, HDP, and from which point the Northeast corner of the 106.35 acre tract of C. N. Thorup, et al, formerly of Sadie Craig, bears N. 37° 38' W., 295.4 feet distant; thence

(5) S. 41° W., 436 feet, at 204.5 feet again intersect the Rancho boundary between the Rancho Encinal Y Buena Esperanza and the Rancho Buena Vista at a point S. 73° 3' W., 939.5 feet from corner BV9 and BE16 of said Ranchos, leave Rancho Buena Vista and enter Rancho Encinal Y Buena Esperanza, 436 feet to a 4" x 4" survey post marked S5, T, HDP; thence

(6) S. 47° 48' W., 232.6 feet to a 4" x 4" survey post marked S6, T, HDP; thence

- (7) S. 70° 51' W., 130.6 feet to a 4" x 4" survey post marked S7, C, HDP; thence
- (8) N. 81° 46' W., 185 feet to a 4" x 4" survey post marked S8, C, HDP; thence
- (9) S. 81° 10' W., 323.6 feet to a 4" x 4" survey post marked SAC, PC, 20', RW10, S9, standing at the Northeast corner of a 20 foot lane and road for the joint use of the lands of Peter Craig and Sadie Craig, or their successors in title; thence
- (10) N. 0° 12' W., 209.8 feet to a 4" x 4" survey post marked S10, T, S, HDP, standing in the old line fence on line between Lot 4 of the Spence partition of the Rancho Encinal Y Buena Esperanza and Lot 92 of the Rancho Buena Vista, as above referred to; thence following the line between the last two named Ranchos,
- (11) S. 89° 48' W., 1129.2 feet to a 4" x 4" survey post marked SAC, PC, D6, at the most Easterly corner of a 35.76 acre tract formerly owned by Peter Craig; thence along the lines of the same,
- (12) S. 0° 12' E., at 751.3 feet a 4" x 4" survey post marked SAC, PC, RW, 771.3 feet to a 4" x 4" survey post marked SAC, PC, D4; thence
- (13) S. 82° 34' W., 73.00 feet to a 4" x 4" survey post marked SAC, PC, D7; thence
- (14) S. 89° 07' W., 170.0 feet to a 4" x 4" survey post marked SAC, PC, D8; thence
- (15) S. 81° 39' W., 400 feet to a 4" x 4" survey post marked SAC, PC, D9; thence
- (16) N. 75° 23' W., 300 feet to a 4" x 4" survey post marked SAC, PC, D10; thence
- (17) N. 64° 57' W., 180 feet to a 4" x 4" survey post marked SAC, PC, D11; thence
- (18) S. 41° 55' W., 150 feet to a 4" x 4" survey post marked SAC, PC, D12; thence
- (19) S. 64° 37' W., 110 feet to a 4" x 4" survey post marked SAC, PC, D13; thence
- (20) S. 74° 07' W., 255 feet to a 4" x 4" survey post marked SAC, PC, D14; thence
- (21) S. 51° 50' W., 202.8 feet to a station in the division line between the Rancho Buena Vista and Buena Esperanza, from which a 4" x 4" survey post marked SAC, PC, D15, LN, bears S. 51° 50' W., 16.9 feet distant; thence leave the 35.76 acre tract formerly owned by Peter Craig and following the said Rancho boundary,
- (22) S. 17° 57' E., 1275.7 feet to a station from which a 4" x 4" survey post marked SAC, PC, D3, bears S. 59° 41 1/4' W., 15.6 feet distant; thence leave said Rancho line and running along the Northerly line of an 85.64 acre tract formerly owned by Peter Craig,
- (23) N. 59° 51 1/4' E., at 3209.9 feet a 4" x 4" survey post marked SAC, PC, 20', RW9, at 3230.3 feet a 4" x 4" survey post marked SAC, PC, 20', RW9, 3447.1 feet to a 4" x 4" survey post marked SAC, PC, D5; thence
- (24) N. 58° 18 1/4' E., 872.7 feet to a 4" x 4" survey post marked SAC, PC, D2, standing at the Northeast corner of the 85.64 acre tract formerly owned by Peter Craig; thence along the Easterly side of the same,
- (25) S. 37° 27' E., at 836.3 feet a 4" x 4" survey post marked SAC, PC, 20', RW2, 856.5 feet to the place of beginning.

Saving and excepting therefrom that certain tract of land containing 0.138 acres, more or less, described in deed from J. Ramon Somavia Jr. and Juanita De L. Somavia to County of Monterey, a body politic and corporate dated December 24, 1935, recorded May 19, 1937 in Book 526 of Official Records, at Page 409, said excepted property to be used for sole purposes of a public highway and county road.

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Also excepting from the above described 191.39 acre tract that portion thereof included in deed from Leo A. Marihart and Juanita Somavia Marihart, his wife to John H. Pryor, Jr. and Jeanne N. Pryor, his wife, dated August 21, 1953 and recorded August 25, 1953 in Book 1475 of Official Records at Page 234, Monterey County Records, described as follows:

That certain real property situate in the Lot 4 of the Spence partition of the Rancho Buena Esperanza, in the County of Monterey, State of California, and being a portion of that certain 86.87 acre tract of land described under Parcel Three, and conveyed from J. R. Somavia, Jr. to Leo A. Marihart and Juanita Somavia Marihart, by deed dated July 7, 1952, recorded July 21, 1952, in Volume 1394 at Page 170 therein, Monterey County Official Records, California.

Commencing at 4" x 4" survey post marked SAC, PC, D9, being one of the corner of the Northerly side of the said Leo A. Marihart et ux, 86.87 acre tract of land, and so numbered in the description and deed thereto, and running thence from said point of commencement, along the Northerly side of the said 86.87 acre tract of land;

- (1) N. 75° 23' W., 300 feet to a 4" x 4" survey post marked SAC, PC, D10; thence continuing along said 86.87 acre tract
- (2) N. 64° 57' W., 180 feet to a 4" x 4" survey post marked SAC, PC, D11; thence, continuing along said 86.87 acre tract
- (3) S. 41° 55' W., 150 feet to a 4" x 4" survey post marked SAC, PC, D12; thence continuing along said 86.87 acre tract
- (4) S. 64° 37' W., 87.54 feet to a station; thence leaving the Northerly side of the said Leo A. Marihart et ux, 86.87 acre tract of land and running over a portion of the same,
- (5) S. 89° 45' E., 630.90 feet to the place of beginning.

Together with the right to travel a strip of land 20 feet wide, lying 10 feet on each side of the following described line, as conveyed by deed from Peter S. Craig to Sadie Craig, his wife, dated April 20, 1922, recorded June 5, 1922, in Book 3 of Official Records, at Page 205; beginning at station from which a 4" x 4" post marked SAC, PC, 20' RW2, bears N. 37° 27' W., 10.1 feet distant, and a 4" x 4" post marked SAC, PC, 20' RW2, bears N. 37° 27' W., 10.1 feet distant; thence S. 58° 18 1/4' W., 371.0 feet to station; thence N. 81° 35' W., 390.3 feet to station; thence S. 80° 35' W., 108.0 feet to station; thence S. 16° 40' W., 204.0 feet to station; thence S. 26° 35' E., 146.1 feet to station; thence S. 59° 41 1/4' W., 134.2 feet to station; thence N. 39° 03' W., 848.9 feet, from which point a 4" x 4" post marked SAC, PC20', RW9 bears N. 59° 41 1/4' E., 10.2 feet distant, and a 4" x 4" post marked SAC, PC, 20' RW9 bears S. 59° 41 1/4' W., 10.2 feet distant.

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PARCEL III(A):

That certain property situate in Lot IV of the Spence Partition of the Rancho Buena Esperanza, in the County of Monterey, State of California and being a portion of that certain 35.76 acre tract of land, described under Parcel II, and conveyed from Walton Wiley et ux to John H. Pryor et ux by deed dated May 1, 1952, recorded October 2, 1952, in Volume 1409, at Page 13 therein, Monterey County Official Records, California, and described as follows, to wit:

Commencing at a 2x3 survey post standing at the Southwest corner of the above mentioned John H. Pryor, Jr., et ux 35.76 acre tract of land and on the division line between the Ranchos Buena Esperanza and Buena Vista, and from which a 4" x 4" survey post marked SAC, PC, D 15, Line, bears S. 51° 50' W., 16.9 feet distant and running thence,

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1) N. 17° 57' W, along said division line between said Ranchos, and the Westerly boundary line of the said Pryor et ux 35.76 acre tract of land 217.50 feet to an underground 3/4 inch by 30 inch iron pipe, with a 2x3 survey post on top, thence leaving said division line between said Ranchos and Westerly side of the said Pryor et ux 35.76 acre tract, and running over a portion of the same.

2) S. 89° 45' E., 490.62 feet to a station on the Southerly side of the said Pryor et ux 35.76 acre tract, and thence along the Southerly side of the same, with the following described three, (3) courses and distances,

3) S. 64° 37' W., 22.46 feet to a 4" by 4" survey post marked SAC, PC, D 13, thence

4) S. 74° 07' W., 255.0 feet to a 4" by 4" survey post marked SAC, PC, D14, thence

5) S. 51° 50' W., 202.8 feet to the place of beginning, as conveyed in the Grant Deed from John H. Pryor Jr., et ux to Leo A. Marihart et ux, dated July 10, 1953 and recorded August 25, 1953 in Book 1475 Page 237 Official Records, Monterey County Records.

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## EXHIBIT B

### FARMLAND SECURITY ZONE - 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.
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 and the family of employee or lessee incidental to 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.
13. Disposal site for oil field wastes, provided that any such use shall be made only in accordance with the use permit and other permits issued by the County of Monterey and the California Regional Water Quality Board and such other governmental authority as may have jurisdiction over this use. "Wastes received (discharged) at the site have been, and will continue to be, limited to petroleum and oil field wastes, such as muds, oily water, tank bottom wastes, and brine waters."
14. Shall not be based on the compatible use provisions contained in Government Code Section 51238.1(c) (*Government Code Section 51296.7*).

END OF DOCUMENT