

# Attachment E

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WHEN RECORDED MAIL TO:

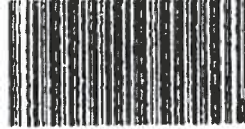
Ann Anderson  
Clerk to the Board of Supervisors  
East Wing, Room 226  
Salinas Courthouse

Stephen L. Vagnini  
Monterey County Recorder  
Recorded at the request of  
**Board of Supervisors**

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10/14/2003  
10:11:36

DOCUMENT: **2003125059**

Titles: 1/ Pages: 16



Fees...  
Taxes...  
Other...  
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**LAND CONSERVATION CONTRACT NO. 69-28 a.2.**

**JO ANN LOMBARDO AND**

**ANTHONY L. LOMBARDO**

7

**RECEIVED**

JUN 04 2015

MONTEREY COUNTY  
PLANNING & BUILDING  
INSPECTION DEPT.

**LAND CONSERVATION CONTRACT No. 69-28.a.2.**

**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 **JO ANN LOMBARDO, AN UNMARRIED WOMAN, AND ANTHONY L. LOMBARDO, AN UNMARRIED MAN, AS TENANTS IN COMMON**, 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 attached hereto and made a part hereof; and

**WHEREAS**, the property is located in an Agricultural Preserve (No.69-28) heretofore established by County by Resolution No. 69-35-28 and Land Conservation Contract No. 69-28.a., by and between the COUNTY OF MONTEREY and JESSIE M. BASHAM (Owners' Predecessors in interest), Document No. G 05491, Recorded at Reel 595, Page 750, recorded in the Office of the County Recorder, Official Records, County of Monterey, on February 28, 1969; and

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

**WHEREAS**, Land Conservation Contract No. 69-28.a. is hereby amended to reflect the current ownership interests in the property described in Exhibit A, attached hereto and incorporated by this reference and, Land Conservation Contract No. 69-28.a. is hereby rescinded and superceded as applicable to the property described in Exhibit A, attached hereto and incorporated by this reference, to incorporate the County's adopted compatible uses and current Williamson Act provisions; 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 Chapter 7 (commencing with Section 51200) as Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, or as the Williamson Act. This contract is subject to all of the provisions of this act including any amendments thereto which may be enacted from time to time.

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 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.

3. 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 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.

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.

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. 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.

8. EMINENT DOMAIN OR OTHER ACQUISITION.

(a) 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). 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 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)).

9. CANCELLATION.

This contract may be canceled by the mutual agreement of the parties hereto 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. When Owner petitions the Board for tentative cancellation of this contract pursuant to Government Code Section 51281 et seq, and when the Board accepts the application as complete pursuant to Government Code Section 65943, the Board shall immediately mail notice to the Director of Conservation pursuant to Government Code Section 51284.1. The notice shall include a copy of the petition, this contract, a general description in text or diagram, of the land that is subject to the proposed cancellation, the deadline for submitting comments regarding the proposed cancellation (consistent with the Permit Streamlining Act commencing with Government Code Section 65920), but in no case less than 30 days prior to the scheduled action by the Board. The Director shall review the proposed cancellation and submit comments by the deadline specified by the Board. Any comments submitted shall advise the Board on the findings required by Section 51282 with respect to the proposed cancellation. Prior to acting on the proposed cancellation, the Board shall consider the comments by the Director of Conservation, if submitted (Government Code Section 51284.1).

(b) 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.

(c) The Board of Supervisors may adopt a resolution consenting to the request of Owner to cancel this contract only if they find: (1) The cancellation is consistent with the purposes of the

California Land Conservation Act of 1965 as amended; and (2) the cancellation is in the public interest (Government Code Section 51282).

(d) Within 30 days of the tentative cancellation of this contract, the Board shall publish notice of its decision, including the date, time and place of the public hearing, a general explanation of the decision, the findings made pursuant to Government Code Section 51282, and a general description in text or by diagram, of the land under contract, as a display advertisement of at least one-eighth page in at least one newspaper of general circulation within the County. In addition, within 30 days of the tentative cancellation of the contract, the Board shall deliver a copy of the published notice of the decision, as described above, to the Director of Conservation. The publication shall be for informal purposes only, and shall create no right, standing, or duty that would otherwise not exist with regard to cancellation proceedings (Government Code Section 51284).

#### 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, 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 12 ½ percent of the cancellation valuation of the property.

(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.

#### 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, Salinas Courthouse, 240 Church Street, East Wing, Suite 226, Salinas, California 93901, 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.

13. 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 fiber on the lien date, the property shall be reassessed at full cash value.

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

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

**COUNTY OF MONTEREY**

Dated: 10-7-83

By:   
Chair, Board of Supervisors

**ACKNOWLEDGMENT**

State of California     )  
County of Monterey    )

On October 7, 2003, before me SALLY R. REED, Clerk of the Board of Supervisors, in and for said County and State, personally appeared Francisco Armenta <sup>Supervisor</sup>, 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.

SALLY R. REED, Clerk of  
the Board of Supervisors of  
Monterey County, State of California

Legal Reference:  
Civil Code sections 1181, 1184, 1185, 1188, 1191  
Code of Civil Procedure section 2012

By Susan Grant  
Deputy

Dated: 7/1/03

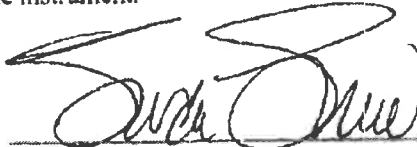
Dated: 5/27/03

OWNER/S:  
Ann Lombardo  
ANN LOMBARDO  
Anthony L. Lombardo  
ANTHONY L. LOMBARDO

STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On May 30, 2003, before me, Susan Snow,  
Notary Public, personally appeared Anthony L. Lombardo, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/ signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public


[SEAL]



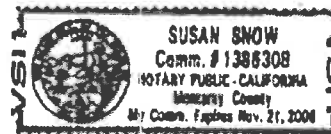
STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On July 1, 2003, before me, Susan Snow,  
Notary Public, personally appeared Jo Ann Lombardo, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/ signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public

[SEAL]



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9-28-a-2\_Bashan\_J.lombardo.wpd

**EXHIBIT A**  
**LAND CONSERVATION CONTRACT**  
**LEGAL DESCRIPTION**

**EXHIBIT A**

<u>Assessor Parcel No.</u>	<u>Acreage</u>
423-101-031	240 Acres
423-101-033	160 Acres
423-101-034	40 Acres
423-101-035	400 Acres
423-111-007	600 Acres
423-111-008	640 Acres
423-111-009	160 Acres
423-111-011	640 Acres
423-111-012	320 Acres
423-111-013	40 Acres
423-121-050	160 Acres
423-121-051	80.36 Acres
423-121-052	120 Acres
423-121-053	160 Acres
423-133-001	121.51 Acres
423-133-002	120 Acres
423-133-004	70.65 Acres
423-133-005	95.72 Acres
423-133-022	40.62 Acres
<b>TOTAL</b>	<b>4,208.86 Acres</b>

Form No. 1084  
California Land Title Association  
Standard Coverage Policy Form - 1990

**Schedule C**

The land referred to in this policy is situated in the State of California, County of Monterey, in an unincorporated area and is described as follows:

**Parcel I:**

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

IN TOWNSHIP 23 SOUTH, RANGE 11 EAST OF MOUNT DIABLO BASE AND MERIDIAN:

Of Section 13: East half (E½); Southwest quarter (SW¼);  
Southwest quarter of Northwest quarter (SW¼ of NW¼)  
and Northeast quarter of Northwest quarter (NE¼ of NW¼).

Of Section 14: Southwest quarter (SW¼).

Of Section 15: East half of Southeast quarter (E½ of SE¼).

APNs: 423-101-031  
423-101-033  
423-101-035

Of Section 23: All thereof.

Of Section 24: All thereof.

Of Section 25: West half (W½) and the Northeast quarter (NE¼).

Excepting that portion lying within Hare Canyon Road.

Of Section 26: All thereof.

APNs: 423-111-007  
423-111-008  
423-111-009  
423-111-011  
423-111-012  
423-111-013

IN TOWNSHIP 23 SOUTH, RANGE 12 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

Of Section 18: Southeast quarter of Southeast quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ );  
Southwest quarter of Southeast quarter (SW $\frac{1}{4}$  of SE $\frac{1}{4}$ );  
Lots 3 and 4, and Southeast quarter of Southwest quarter  
(SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ).

Excepting that portion lying within Hare Canyon Road.

APNs: 423-121-051  
423-121-052

Of Section 19: Lots 1, 2, 3, 4; East half of Southwest quarter (E $\frac{1}{2}$  of SW $\frac{1}{4}$ ).

APNs: 423-133-001  
423-133-002

EXCEPTING from the above described property the following:

(a) UNDIVIDED ONE-HALF (1/2) INTEREST in and to all natural gas, oil and other minerals therein contained, together with the right, at any and all times during said term, to enter said premises and develop and mine the same, including the right to erect machinery, sink wells, bore, tunnel, dig for, work on, and remove the same from said premises, and the right of way over and through any and all parts of said premises, for the purpose of going to, and coming from, said works, and transporting machinery, tools, implements, and supplies for said works, and also the right to lay pipe lines over and through said premises to conduct said oil and to transport said substances to market, also the right to dispose of said substances, provided, however, that said party of the first part and her grantee shall not destroy or injure any crops growing upon said land, or any improvements on said premises, without making just compensation therefor, as excepted in the deed from Jody Maher, a single woman, to Webster Wood and Mae Wood, his wife, as joint tenants, dated September 25, 1940 and recorded October 24, 1940 in Volume 685 Official Records at Page 421, Monterey County Records, AFFECTING SW $\frac{1}{4}$  of Section 14; E $\frac{1}{2}$  of SE $\frac{1}{4}$  of Section 15; all of Section 22; all of Section 23, excepting SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 26; NE $\frac{1}{4}$  of Section 27, all in Township 23 South, Range 11 East.

(b) Exception and reservation of all mining and mineral rights, with certain agreements and provisions, as contained in deed from Charles Carter Nichols and Charlotte M. Nichols, his wife, to George B. Azbell and Winn S. Azbell, dated July 20, 1920, recorded in Volume 180 of Deeds, at page 429, Monterey County Records, AFFECTING S $\frac{1}{2}$ , SW $\frac{1}{4}$  of NW $\frac{1}{4}$  and SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 13, Township 23 South, Range 11 East; and Lot 3 and SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 18 Township 23 South, Range 12 East.

(c) All rights reserved in the deed from Bridge Investment Co., a corporation, to Burt H. Riggs and Clare A. Riggs, his wife, as joint tenants, dated May 15, 1947, recorded May 23, 1947 in Volume 968 Official Records at Page 475, Monterey County Records, as follows: "Grantors do hereby expressly except and reserve and retain unto themselves, their heirs and assigns, however, the following:

All of the minerals, including without limiting the generality thereof, all of the oil, gas and other hydrocarbons in and under said land or produced or saved therefrom, together with the right and power in grantors, their successors or assigns, in person or through the agency of any lessee, operator, independent contractor or otherwise, to mine for, drill for, produce, extract, take and remove all of said substances (and water for Grantors' said operations on said land) from, and to store the same upon, the said land, with the right of entry thereon at all times for said purposes, together with the right to mine or drill wells thereon for said purposes and to construct, erect, maintain, operate, use, repair and replace thereon and remove therefrom, all pipe lines, telephone and telegraph lines, derricks, tanks, machinery, buildings and other structures which grantors, their successors or assigns, may desire in carrying on any such operation including all rights necessary or convenient thereto, together with the rights of way for passage over, upon and across, and ingress and egress to and from said land for such purposes.

(d) All rights reserved in the deed from Burt H. Riggs and Clare A. Riggs, his wife, to Webster Wood and Mae Wood, his wife, as joint tenants, dated January 2, 1948, recorded March 2, 1948 in Volume 1041 Official Records at Page 304, Monterey County Records, wherein grantors reserve to themselves 51% of all their right, title, interest and equity in and to all of the minerals, including, without limiting the generality thereof, all of the petroleum products, oil, gas and other hydrocarbons at any time in or under the land conveyed by said deed, together with the right to extract and remove the same from premises.

(e) EXCEPTING from all that portion which was formerly within the limits of the old Stone Canyon right of way, 100 feet wide, all oil, gas, coal, clay and minerals lying in and under all of the parcels of real property above described, including the right of grantor, her successors and assigns, at all times to enter upon said land so reserved and take all the usual, necessary and convenient means to bore wells, make excavations and remove all oil, gas, coal, clay and minerals that are found thereon, including, without limiting the foregoing, the right and privilege of mining and removing coal and clay and/or minerals therefrom by a subterranean process and of making and driving tunnels, shafts, passages and ways under the surface of said lands above described for the purpose of testing, exploring or mining any coal, clay and/or minerals in and under the above described real property; and that there are also reserved to grantor, her successors and assigns, all easements and rights of way necessary or convenient for the production, storage or transportation of all oil, gas, coal, clay and minerals above described and for the exploration and testing of the said parcels of real property, and

also the right to drill and produce and use water from all of said parcels of real property in connection with the drilling or mining exploration thereon, all without liability, as excepted in the deed from Dorothy White to Mae Wood, dated March 1, 1961 and recorded March 10, 1961 in Volume 2129 Official Records of Monterey County at Page 320.

Of Section 30: Lot 1  
Excepting that portion lying within Hare Canyon Road.

APN: 423-133-022



**Parcel II:**

The Southeast quarter of the Northwest quarter of Section 13, Township 23 South, Range 11 East, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM all oil, gas and/or minerals in said lands, together with the right at all times to enter on the above described land and to take all of the usual, necessary or convenient means to bore wells, make excavations and to remove the oil, gas and/or minerals herein reserved and found thereon, as excepted in the deed from Tom Hambey et al, dated February 2, 1970, recorded February 17, 1970, Reel 639 of Official Records, at page 987.

APN: 423-101-034

**Parcel III:**

Being Lots One (1) and Two (2) and the East One-Half of the Northwest One-Quarter of Section 18, Township 23 South, Range 12 East, M.D.B. & M.

APN: 423-121-050

**Parcel IV:**

The South One-Half (S $\frac{1}{2}$ ) of Northeast One-Quarter (NE  $\frac{1}{4}$ ) and the North One-Half (N  $\frac{1}{2}$ ) of the Southeast One-Quarter (SE  $\frac{1}{4}$ ) of Section 18, Township 23 South, Range 12 East, M.D.B. & M.

APN: 423-121-053

**Parcel V:**

Parcels A and B, as shown and designated on that Record of Survey filed May 9, 1995 in Volume 19 of Surveys, Page 58, Official Records Monterey County, California.  
Excepting that portion lying within Hare Canyon Road.

APNs: 423-133-004 and 423-133-005

**Parcel VI:**

A non-exclusive easement for road and utilities purposes 40 feet wide over that portion of Sargents Canyon Road, formerly a county road, as abandoned by Resolution 82-225 adopted May 25, 1982 by the Monterey County Board of Supervisors; said easement being generally described as beginning at the north section line of Sections 33 and meandering in a general northeasterly direction across Sections 28, 27 and 22 to the west section line of Section 23 in Township 23 South Range 11 East, Mount Diablo Base and Meridian illustrated on the Wunpost, California USGS Quadrangle Map dated 1949 and photorevised 1979 attached hereto as Exhibit 1.

**EXHIBIT B**  
**LAND CONSERVATION CONTRACT**  
**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 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."

**END OF DOCUMENT**

WHEN RECORDED MAIL TO:

Ann Anderson

Clerk to the Board of Supervisors

East Wing, Room 226

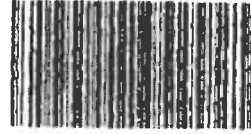
Salinas Courthouse

Stephen L. Vagnini  
Monterey County Recorder  
Recorded at the request of  
**Board of Supervisors**

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10/14/2003  
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DOCUMENT: **2003125058**

Titles: 1/ Pages: 16



Fees . . .  
Taxes . . .  
Other . . .  
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THIS SPACE FOR RECORDER'S USE ONLY

**LAND CONSERVATION CONTRACT NO. 69-28 a.1.**

**JO ANN LOMBARDO AND**

**ANTHONY L. LOMBARDO**

**RECEIVED**

JUN 04 2015

MONTEREY COUNTY  
PLANNING & BUILDING  
INSPECTION DEPT.

**LAND CONSERVATION CONTRACT No. 69-28.a.1.**

**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 **JO ANN LOMBARDO, AN UNMARRIED WOMAN, AND ANTHONY L. LOMBARDO, AN UNMARRIED MAN, AS TENANTS IN COMMON**, 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 attached hereto and made a part hereof; and

**WHEREAS**, the property is located in an Agricultural Preserve (No.69-28) heretofore established by County by Resolution No. 69-35-28 and Land Conservation Contract No. 69-28.a., by and between the COUNTY OF MONTEREY and WALTER E. AND VIDA M. BASHAM (Owners' Predecessors in interest), Document No. G 05490, Recorded at Reel 595, Page 738, recorded in the Office of the County Recorder, Official Records, County of Monterey, on February 28, 1969; and

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

**WHEREAS**, Land Conservation Contract No. 69-28.a. is hereby amended to reflect the current ownership interests in the property described in Exhibit A, attached hereto and incorporated by this reference and, Land Conservation Contract No. 69-28.a. is hereby rescinded and superceded as applicable to the property described in Exhibit A, attached hereto and incorporated by this reference, to incorporate the County's adopted compatible uses and current Williamson Act provisions; 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 Chapter 7 (commencing with Section 51200) as Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, or as the Williamson Act. This contract is subject to all of the provisions of this act including any amendments thereto which may be enacted from time to time.

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 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.

3. 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 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.

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.

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. 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.

8. EMINENT DOMAIN OR OTHER ACQUISITION.

(a) 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). 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 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)).

9. CANCELLATION.

This contract may be canceled by the mutual agreement of the parties hereto 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. When Owner petitions the Board for tentative cancellation of this contract pursuant to Government Code Section 51281 et seq, and when the Board accepts the application as complete pursuant to Government Code Section 65943, the Board shall immediately mail notice to the Director of Conservation pursuant to Government Code Section 51284.1. The notice shall include a copy of the petition, this contract, a general description in text or diagram, of the land that is subject to the proposed cancellation, the deadline for submitting comments regarding the proposed cancellation (consistent with the Permit Streamlining Act commencing with Government Code Section 65920), but in no case less than 30 days prior to the scheduled action by the Board. The Director shall review the proposed cancellation and submit comments by the deadline specified by the Board. Any comments submitted shall advise the Board on the findings required by Section 51282 with respect to the proposed cancellation. Prior to acting on the proposed cancellation, the Board shall consider the comments by the Director of Conservation, if submitted (Government Code Section 51284.1).

(b) 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.

(c) The Board of Supervisors may adopt a resolution consenting to the request of Owner to cancel this contract only if they find: (1) The cancellation is consistent with the purposes of the

California Land Conservation Act of 1965 as amended; and (2) the cancellation is in the public interest (Government Code Section 51282).

(d) Within 30 days of the tentative cancellation of this contract, the Board shall publish notice of its decision, including the date, time and place of the public hearing, a general explanation of the decision, the findings made pursuant to Government Code Section 51282, and a general description in text or by diagram, of the land under contract, as a display advertisement of at least one-eighth page in at least one newspaper of general circulation within the County. In addition, within 30 days of the tentative cancellation of the contract, the Board shall deliver a copy of the published notice of the decision, as described above, to the Director of Conservation. The publication shall be for informal purposes only, and shall create no right, standing, or duty that would otherwise not exist with regard to cancellation proceedings (Government Code Section 51284).

#### 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, 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 12 ½ percent of the cancellation valuation of the property.

(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.

#### 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, Salinas Courthouse, 240 Church Street, East Wing, Suite 226, Salinas, California 93901, 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.

13. 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.

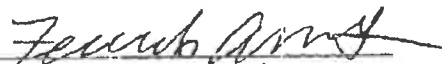
If incompatible uses during the period of breach have diminished the ability of the property to contribute to the production of food and fiber on the lien date, the property shall be reassessed at full cash value.

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

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

COUNTY OF MONTEREY

Dated: 10-7-03

By:   
Chair, Board of Supervisors

**ACKNOWLEDGMENT**

State of California    )  
County of Monterey    )

On October 7, 2003, before me SALLY R. REED, Clerk of the Board of Supervisors, in and for said County and State, personally appeared Supervisor Fernando Armenta, 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.

SALLY R. REED, Clerk of  
the Board of Supervisors of  
Monterey County, State of California

Legal Reference:  
Civil Code sections 1181, 1184, 1185, 1188, 1191  
Code of Civil Procedure section 2012

By Debra Grant  
Deputy

Dated: 7/1/03

Dated: 8/20/03

OWNER/S:

Jo Ann Lombardo  
JO ANN LOMBARDO  
Anthony L. Lombardo  
ANTHONY L. LOMBARDO

STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On May 30, 2003, before me, Susan Snow  
Notary Public, personally appeared Anthony L. Lombardo, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/ signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public


[SEAL]



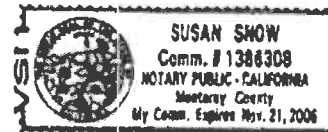
STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On July 1, 2003, before me, Susan Snow  
Notary Public, personally appeared Jo Ann Lombardo, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/ signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public

[SEAL]



9-23-a-1\_Basham\_Lombardo.vpd

FAWPWIN60:TXFLANDUSE\WLM:SNACT\2003\AGPKSIAGPK\_ix-aship\_6

**EXHIBIT A**  
**LAND CONSERVATION CONTRACT**  
**LEGAL DESCRIPTION**

**EXHIBIT A**

<u>Assessor Parcel No.</u>	<u>Acreage</u>
423-101-031	240 Acres
423-101-033	160 Acres
423-101-034	40 Acres
423-101-035	400 Acres
423-111-007	600 Acres
423-111-008	640 Acres
423-111-009	160 Acres
423-111-011	640 Acres
423-111-012	320 Acres
423-111-013	40 Acres
423-121-050	160 Acres
423-121-051	80.36 Acres
423-121-052	120 Acres
423-121-053	160 Acres
423-133-001	121.51 Acres
423-133-002	120 Acres
423-133-004	70.65 Acres
423-133-005	95.72 Acres
423-133-022	40.62 Acres
<b>TOTAL</b>	<b>4,208.86 Acres</b>

Form No. 1084  
California Land Title Association  
Standard Coverage Policy Form - 1990

**Schedule C**

The land referred to in this policy is situated in the State of California, County of Monterey, in an unincorporated area and is described as follows:

Parcel I:

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

IN TOWNSHIP 23 SOUTH, RANGE 11 EAST OF MOUNT DIABLO BASE AND MERIDIAN:

Of Section 13: East half (E½); Southwest quarter (SW¼);  
Southwest quarter of Northwest quarter (SW¼ of NW¼)  
and Northeast quarter of Northwest quarter (NE¼ of NW¼).

Of Section 14: Southwest quarter (SW¼).

Of Section 15: East half of Southeast quarter (E½ of SE¼).

APNs: 423-101-031  
423-101-033  
423-101-035

Of Section 23: All thereof.

Of Section 24: All thereof.

Of Section 25: West half (W½) and the Northeast quarter (NE¼).

Excepting that portion lying within Hare Canyon Road.

Of Section 26: All thereof.

APNs: 423-111-007  
423-111-008  
423-111-009  
423-111-011  
423-111-012  
423-111-013

IN TOWNSHIP 23 SOUTH, RANGE 12 EAST OF MOUNT DIABLLO BASE AND MERIDIAN:

Of Section 18: Southeast quarter of Southeast quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ );  
Southwest quarter of Southeast quarter (SW $\frac{1}{4}$  of SE $\frac{1}{4}$ );  
Lots 3 and 4, and Southeast quarter of Southwest quarter  
(SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ).

Excepting that portion lying within Hare Canyon Road.

APNs: 423-121-051  
423-121-052

Of Section 19: Lots 1, 2, 3, 4; East half of Southwest quarter (E $\frac{1}{2}$  of SW $\frac{1}{4}$ ).

APNs: 423-133-001  
423-133-002

EXCEPTING from the above described property the following:

(a) UNDIVIDED ONE-HALF (1/2) INTEREST in and to all natural gas, oil and other minerals therein contained, together with the right, at any and all times during said term, to enter said premises and develop and mine the same, including the right to erect machinery, sink wells, bore, tunnel, dig for, work on, and remove the same from said premises, and the right of way over and through any and all parts of said premises, for the purpose of going to, and coming from, said works, and transporting machinery, tools, implements, and supplies for said works, and also the right to lay pipe lines over and through said premises to conduct said oil and to transport said substances to market, also the right to dispose of said substances, provided, however, that said party of the first part and her grantee shall not destroy or injure any crops growing upon said land, or any improvements on said premises, without making just compensation therefor, as excepted in the deed from Jody Maher, a single woman, to Webster Wood and Mae Wood, his wife, as joint tenants, dated September 25, 1940 and recorded October 24, 1940 in Volume 685 Official Records at Page 421, Monterey County Records, AFFECTING SW $\frac{1}{4}$  of Section 14; E $\frac{1}{2}$  of SE $\frac{1}{4}$  of Section 15; all of Section 22; all of Section 23, excepting SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 26; NE $\frac{1}{4}$  of Section 27, all in Township 23 South, Range 11 East.

(b) Exception and reservation of all mining and mineral rights, with certain agreements and provisions, as contained in deed from Charles Carter Nichols and Charlotte M. Nichols, his wife, to George B. Azbell and Winn S. Azbell, dated July 20, 1920, recorded in Volume 180 of Deeds, at page 429, Monterey County Records, AFFECTING S $\frac{1}{2}$ , SW $\frac{1}{4}$  of NW $\frac{1}{4}$  and SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 13, Township 23 South, Range 11 East; and Lot 3 and SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 18, Township 23 South, Range 12 East.

(c) All rights reserved in the deed from Bridge Investment Co., a corporation, to Burt H. Riggs and Clare A. Riggs, his wife, as joint tenants, dated May 15, 1947, recorded May 23, 1947 in Volume 968 Official Records at Page 475, Monterey County Records, as follows: "Grantors do hereby expressly except and reserve and retain unto themselves, their heirs and assigns, however, the following:

All of the minerals, including without limiting the generality thereof, all of the oil, gas and other hydrocarbons in and under said land or produced or saved therefrom, together with the right and power in grantors, their successors or assigns, in person or through the agency of any lessee, operator, independent contractor or otherwise, to mine for, drill for, produce, extract, take and remove all of said substances (and water for Grantors' said operations on said land) from, and to store the same upon, the said land, with the right of entry thereon at all times for said purposes, together with the right to mine or drill wells thereon for said purposes and to construct, erect, maintain, operate, use, repair and replace thereon and remove therefrom, all pipe lines, telephone and telegraph lines, derricks, tanks, machinery, buildings and other structures which grantors, their successors or assigns, may desire in carrying on any such operation including all rights necessary or convenient thereto, together with the rights of way for passage over, upon and across, and ingress and egress to and from said land for such purposes.

(d) All rights reserved in the deed from Burt H. Riggs and Clare A. Riggs, his wife, to Webster Wood and Mae Wood, his wife, as joint tenants, dated January 2, 1943, recorded March 2, 1948 in Volume 1041 Official Records at Page 304, Monterey County Records, wherein grantors reserve to themselves 51% of all their right, title, interest and equity in and to all of the minerals, including, without limiting the generality thereof, all of the petroleum products, oil, gas and other hydrocarbons at any time in or under the land conveyed by said deed, together with the right to extract and remove the same from premises.

(e) EXCEPTING from all that portion which was formerly within the limits of the old Stone Canyon right of way, 100 feet wide, all oil, gas, coal, clay and minerals lying in and under all of the parcels of real property above described, including the right of grantor, her successors and assigns, at all times to enter upon said land so reserved and take all the usual, necessary and convenient means to bore wells, make excavations and remove all oil, gas, coal, clay and minerals that are found thereon, including, without limiting the foregoing, the right and privilege of mining and removing coal and clay and/or minerals therefrom by a subterranean process and of making and driving tunnels, shafts, passages and ways under the surface of said lands above described for the purpose of testing, exploring or mining any coal, clay and/or minerals in and under the above described real property; and that there are also reserved to grantor, her successors and assigns, all easements and rights of way necessary or convenient for the production, storage or transportation of all oil, gas, coal, clay and minerals above described and for the exploration and testing of the said parcels of real property, and

also the right to drill and produce and use water from all of said parcels of real property in connection with the drilling or mining exploration thereon, all without liability, as excepted in the deed from Dorothy White to Mae Wood, dated March 1, 1961 and recorded March 10, 1961 in Volume 2129 Official Records of Monterey County at Page 320.

Of Section 30: Lot 1  
Excepting that portion lying within Hare Canyon Road.

APN: 423-133-022



Parcel II:

The Southeast quarter of the Northwest quarter of Section 13, Township 23 South, Range 11 East, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM all oil, gas and/or minerals in said lands, together with the right at all times to enter on the above described land and to take all of the usual, necessary or convenient means to bore wells, make excavations and to remove the oil, gas and/or minerals herein reserved and found thereon, as excepted in the deed from Tom Hambey et al, dated February 2, 1970, recorded February 17, 1970, Reel 639 of Official Records, at page 987.

APN: 423-101-034

Parcel III:

Being Lots One (1) and Two (2) and the East One-Half of the Northwest One-Quarter of Section 18, Township 23 South, Range 12 East, M.D.B. & M.

APN: 423-121-050

Parcel IV:

The South One-Half (S $\frac{1}{2}$ ) of Northeast One-Quarter (NE  $\frac{1}{4}$ ) and the North One-Half (N  $\frac{1}{2}$ ) of the Southeast One-Quarter (SE  $\frac{1}{4}$ ) of Section 18, Township 23 South, Range 12 East, M.D.B. & M.

APN: 423-121-053

Parcel V:

Parcels A and B as shown and designated on that Record of Survey filed May 9, 1995 in Volume 19 of Surveys, Page 58, Official Records Monterey County, California.  
Excepting that portion lying within Hare Canyon Road.

APNs: 423-133-004 and 423-133-005

Parcel VI:

A non-exclusive easement for road and utilities purposes 40 feet wide over that portion of Sargents Canyon Road, formerly a county road, as abandoned by Resolution 82-225 adopted May 25, 1982 by the Monterey County Board of Supervisors; said easement being generally described as beginning at the north section line of Sections 33 and meandering in a general northeasterly direction across Sections 28, 27 and 22 to the west section line of Section 23 in Township 23 South Range 11 East, Mount Diablo Base and Meridian illustrated on the Wunpost, California USGS Quadrangle Map dated 1949 and photorevised 1979 attached hereto as Exhibit 1.

**EXHIBIT B**  
**LAND CONSERVATION CONTRACT**  
**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 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."

**END OF DOCUMENT**

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

Chairman Authorized to Execute        )  
Contract with Violet M. Rose,         )  
William B. Rose, Robert L.            )  
Rose, and Thomas E. Rose for         )  
Agricultural Preserve . . . . . )

Upon motion of Supervisor Tavernetti, seconded by Supervisor Branson, and unanimously carried, the Chairman is hereby authorized to execute that certain land conservation contract with Violet M. Rose, William B. Rose, Robert L. Rose and Thomas E. Rose for an agricultural preserve No. 69-27 heretofore established by County by Resolution No. 69-35-27. County Counsel is directed to record.

PASSED AND ADOPTED by the following vote, to-wit:

AYES: Supervisors Church, Atteridge, Tavernetti, Smith, and Branson.

NOES: None.

ABSENT: None.

COUNTY OF MONTEREY, }  
STATE OF CALIFORNIA. } ss.

I, EMMET G. McMENAMIN, 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..... of Minute Book 25, on the 27th day of October, 19 70 and now remaining of record in my office.

Witness my hand and the seal of said Board of Supervisors this 27th day of October, 19 70

EMMET G. McMENAMIN,  
County Clerk and ex-officio Clerk of the Board  
of Supervisors, County of Monterey, State of  
California.

By M. L. K. Hill Deputy.

RECORDED AT THE REQUEST OF

COUNTY OF MONTEREY

OCT 30 2 07 PM '70

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

*No Fee*

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 27th day of October 19 70, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and VIOLET M. ROSE, WILLIAM B. ROSE, ROBERT L. ROSE and THOMAS E. ROSE. 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. 69-27) heretofore established by County by Resolution No. 69-35-27; 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

C 26386  
OCT 30 1970

February, 1970, 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 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 October 7, 1970 and by County on October 27, 1970.

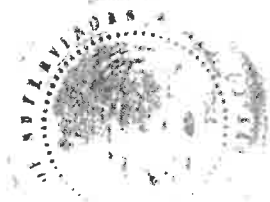
COUNTY OF MONTEREY

By [Signature]  
Chairman, Board of Supervisors

ATTEST:

EMMET G. McMENAMIN  
Clerk of said Board

By [Signature]  
Deputy  
STATE OF CALIFORNIA )  
COUNTY OF MONTEREY ) ss



On this 27th day of October, 19 70, before me, EMMET G. McMENAMIN, 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 Loren E. Smith, known to be to be the Chairman of said Board of Supervisors of the County of Monterey, and known to be 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.

EMMET G. McMENAMIN, County Clerk and ex-officio Clerk of the Board of Supervisors of Monterey County, State of California.



By [Signature]  
Deputy

[Signature]  
VIOLET M. ROSE

[Signature]  
WILLIAM B. ROSE

[Signature] [Signature]  
ROBERT L. ROSE

[Signature]  
THOMAS E. ROSE

Owner



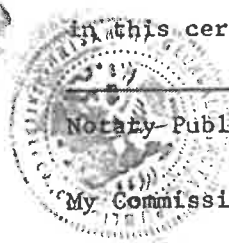


STATE OF CALIFORNIA )  
COUNTY OF Monterey ) ss

On this 21st day of October, 19 70, before me  
CHRISANTHI GEORGALOS, A Notary Public in and for  
the County of Monterey, State of California,  
residing therein, duly commissioned and sworn, personally appeared  
VIOLET M. ROSE and WILLIAM B. ROSE

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.



Chrisanthi Georgalos  
Notary Public in and for the \_\_\_\_\_ County of Monterey  
State of California.

My Commission Expires May 12, 1971

PARCEL 1:

Being a part of Sections 20, 21, 28 and 29 in Township 23 South of Range 12 East M.D.M. and described as:

BEGINNING at an angle in the fence on the Southerly side of the County Road leading from Indian Valley to Bradley at a station from which the section corner to said Sections 20, 21, 28 and 29 in said Township bears South  $20^{\circ} 53'$  West 51.69 feet distant, and a 36" witness oak, which is an original Government witness tree to said section corner bears North  $74^{\circ} 30'$  East 218.00 feet from said place of beginning, said witness tree bears North  $65^{\circ} 00'$  East 252.12 feet from said above mentioned section corner; thence from said place of beginning South  $89^{\circ} 30'$  West 1330.50 feet to a station on the 1/16 section line running North and South through the Northeast quarter of said above mentioned Section 29 or said 1/16 section in line produced Northerly, said point being in said above mentioned County Road; thence along said last mentioned 1/16 section line or the produced line thereof South 670.00 feet to an iron pipe standing at the Northwesterly corner of land formerly owned by Ellis R. Page; thence along a fence on the Northerly boundary of said last mentioned lands North  $76^{\circ} 40'$  East 198.00 feet to an iron pipe; thence continuing along said fence North  $60^{\circ} 30'$  East 31.00 feet to an iron pipe; thence continuing along said fence North  $31^{\circ} 50'$  East 237.00 feet to an iron pipe; thence North  $81^{\circ} 30'$  East 20.00 feet to an iron pipe; thence along the Northeasterly boundary of said last mentioned lands formerly owned by Ellis R. Page South  $38^{\circ} 30'$  East 605.00 feet to an iron pipe standing in a fence on the Westerly side of the County road leading from Indian Valley to San Miguel; thence along the Westerly boundary of said County Road North  $65^{\circ} 00'$  East 212.00 feet to an angle in said fence; thence continuing along said road North  $50^{\circ} 50'$  East 79.00 feet to an angle in said fence; thence continuing along said fence North  $30^{\circ} 20'$  East 787.00 feet to an angle in said fence; thence North  $37^{\circ} 30'$  West 91.00 feet to the place of beginning, excepting therefrom all that part of the Northwest quarter of the Northwest quarter of section 28 lying West of the County Road leading from Indian Valley to San Miguel, and leaving in the entire tract 18.77 acres, a little more or less, according to private survey, made February 1930 by E. R. Muttersbach.

PARCEL 2:

Lots 2, 3 and 4 of Section 30, Township 23 South, Range 12 East, M.D.B. & M.

PARCEL 3:

That portion of the East half of the Northeast quarter of Section twenty-nine, Township twenty-three South of Range twelve East, M.D.M., described as follows, to-wit:

BEGINNING at a point on the line between the Northeast quarter and the Northwest quarter of the Northeast quarter of Section 29, Township 23 South, of Range 12 East, M.D.B. & M., which said point is situated on

(continued)

27

the South bank of the Indian Valley Creek about 160 yards North from the center of the Northeast in a Northeasterly course, following the South bank of said Indian Valley Creek, about 200 yards to the Northeast corner of a fence which said corner is the intersection of said fence with the South bank of said Indian Valley Creek; thence South- only on the line of said fence a distance of about 200 yards to a point where said fence intersects the North line of the County Road leading to San Miguel; thence Westerly on the North line of said County Road a distance of about 220 yards to a point where the North line of said County Road intersects the line between the East half and the West half of the Northeast quarter of said Section 29; thence due North on said last described line a distance of about 200 yards to the place of beginning, being a tract containing  $8\frac{1}{4}$  acres of land.

PARCEL 4:

All that part of the following described land lying West of County Road, to-wit:  
The Southwest quarter of the Northeast quarter of Section 29, Township 23 South, of Range 12 East, M.D.B. & M.

Also a tract containing 15 acres adjoining said last described parcel of land on the East side and being a portion of the Southeast quarter of the Northeast quarter of said Section 29, which said tract is described as to metes and bounds as follows, to-wit:

BEGINNING at the Southwestern corner of the Southeast quarter of the Northeast quarter of said Section 29, running thence East on the line between the Northeast quarter and the Southeast quarter of said Section 29, a distance of 161 yards to a point on said last mentioned line about 279 yards from the East line of said Section 29; thence North and in a course parallel with the line between the East half and the West half of the Northeast quarter of said Section 29, a distance of about 390 yards to the South line of the County Road running through Indian Valley to San Miguel, which said point is about 59 yards Westerly from a point on the South side of said County Road opposite the Southeastern corner of fence enclosing the 8 acre tract conveyed by Mrs. Mary A. Page to Ellis R. Page by deed dated January 12, 1890 and recorded January 15, 1895 in Book 45 of Deeds, Monterey County, at Page 208; thence Westerly on the South line of said County Road 161 yards to the line between the Southeastern and the Southwest quarter of the Northeast quarter of said Section 29; thence South on said last mentioned line about 390 yards to the place of beginning, said portion lying West of the County Road and containing about 28 acres of land.

PARCEL 5:

That portion of the West half of the Southeast quarter of Section 29, Township 23 South, of Range 12 East, M.D.B. & M., lying West of the County Road and containing 10 acres of land.

EXCEPTING from that portion thereof incorporated in the Southwest quarter of the Southeast quarter of said Section 29, the following:

All oil, maltha, naptha, gas, petroleum and petroleum products,

(continued)

anthracite, metals, gold, silver, gold and silver bearing quartz, coal and coke and valuable minerals of all and every kind and character, together with the right to enter upon said premises and each and every part thereof for the purpose of mining for and or all of the products and to take all steps necessary or proper for the development of mines and wells for the purpose of extracting any or all of said products from said premises or any part thereof, and to remove such products therefrom; provided however, that such operations shall be so conducted as not to unnecessarily interfere with the customary agricultural, grazing or domestic use of said lands, conveyed by Jason F. Densmore, also known as J. F. Densmore, Lucy A. Densmore and Sarah J. Jessup to Indian Valley Oil Company, a corporation, by deed dated June 28, 1909 and recorded October 23, 1909 in Volume 110 of Deeds, Page 383, Monterey County Records.

ALSO excepting therefrom that portion thereof incorporated in the Northwest quarter of Southeast quarter of said Section 29, the following:

All mineral rights together with the right to use of said premises for the purposes of boring for oil or otherwise developing the minerals that may be contained therein, as excepted in the deed from Joseph M. Haskins to Jason F. Densmore, dated October 29, 1909 and recorded May 2, 1910 in Volume 115 of Deeds at Page 40, Monterey County Records.

PARCEL 6:

The Northwest quarter of the Northeast quarter and the West one half of Section 29, the East one half and the East half of West half of Section 30; Northeast quarter of Northwest quarter and East half of Southwest quarter of Section 31, all in Township 23 South, of Range 12 East, M.D.B. & M., containing 960 acres of land, more or less, according to the U. S. Government Survey thereof.

EXCEPTING from Section 29 a strip of land 100 feet in width as conveyed by W. P. Rose and Jane Ann Rose, his wife, to Stone Canon Railroad Company, a corporation, by deed dated March 22, 1906 and recorded November 12, 1906 in Volume 95 of Deeds, Page 131, Monterey County Records.

EXCEPTING from the East half of the West half and West half of the East half of Section 30, the following: All minerals, metals, ores, gold and silver bearing quartz, rock and earth, and oils contained in said parcel of land; the parties of the first part hereby expressly reserving to themselves, their heirs and assigns, all minerals, metals, ores, gold and silver bearing quartz, rock and earth, and oils in said parcels of land, together with all dips, spurs and angles connected with the same, and all the rights, privileges and franchises of any nature whatsoever incident to such minerals, metals, ores, quartz and oils, or therewith usually had and enjoyed and particularly all rights of reasonable and necessary ingress in and upon said land for the purpose of extracting and removing all or any such oils, metals, ores and quartz therefrom, and the right to erect such appliances as may be necessary and proper for such purposes, as excepted in the deed from F. M. Button and Ethel P. Button, his wife, to W. N. Rose,

(continued)

dated March 27, 1918, and recorded April 10, 1918 in Volume 156 of Deeds at Page 432, Monterey County Records.

PARCEL 7:

West half of the Northeast quarter; Northwest quarter of the Southeast quarter and the Southeast quarter of the Northwest quarter of Section 31, in Township 23 South, of Range 12 East, M. D. B. & M., containing 160 acres of land, according to U. S. Government Survey thereof.

PARCEL 8:

Lot 1 of Section 31, in Township 23 South of Range 12 East, M. D. B. & M.

PARCEL 9:

Lots 2, 3 and 4 of Section 31, Township 23 South, of Range 12 East, of M. D. B. & M., containing 127.06 acres of land, more or less, according to U. S. Government Survey thereof.

The property herein described contains 1444.69 acres more or less.

PARCEL 10:

All those portions of the hereinafter described property, lying within a strip of land 100 feet wide, being 50 feet on each side of the center line of the railroad formerly of the Stone Canyon Railroad Company as said strip of land was conveyed by the deed recorded in Book 438 at Page 400, Official Records of Monterey County, State of California.

Said strip of land 100 feet wide in the Northwest quarter of the Northeast quarter, East half of the Northwest quarter and East half of the Southwest quarter of Section 29, Township 23 South, Range 12 East M. D. B. & M., lying within a strip of land 100 feet wide, being 50 feet on each side of the center line of the railroad formerly of the Stone Canyon Railway Company, excepting however, from said 100 foot strip of land all oil, gas, coal, clay and minerals together with right of entry to bore wells, make excavations, etc., as excepted in the deed from Dorothy White, dated March 1, 1961 and recorded March 10, 1961 in Volume 2129 Official Records at Page 324 and re-recorded January 14, 1965 on Reel 365 Official Records at Page 302.

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

*Handwritten notes:*  
Violet M. Rose  
Paso Robles



# Lot Book Guarantee Title Insurance and Trust Company

a corporation, herein called the Company, guarantees

Liability \$100.00

VIOLET M. ROSE  
2005 VINE  
PASO ROBLES, CALIFORNIA 93446

Fee \$ 15.00  
Your  
Ref. S-126422-6-BR

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: NOVEMBER 18, 1974 @ 7:30 A.M.



Title Insurance and Trust Company

by [Signature]  
PRESIDENT

Attest: [Signature]  
SECRETARY



SCHEDULE A

LOT BOOK GUARANTEE

No. 5-126422-6-BR

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:

Doc. recorded OCTOBER 30, 1974 Doc. No. G 34935 REEL 942 Page 319  
In favor of VIOLET M. ROSE, A WIDOW

B. There are no mortgages or deeds of trust which purport to affect said real property other than those shown below under Exceptions or additional matters (as requested).

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

1. A Deed of Trust in the amount of:

Trustor  
Trustee  
Beneficiary

Recorded

Instrument No.

Book

Page

2. A Deed of Trust in the amount of:

Trustor  
Trustee  
Beneficiary

Recorded

Instrument No.

Book

Page

Additional matters (as requested): NONE REQUESTED

DESCRIPTION:

A PARCEL OF LAND IN SECTIONS 6 AND 7, TOWNSHIP 24 SOUTH, RANGE 12 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS:  
THE WEST HALF OF SECTION 6, TOWNSHIP 24 SOUTH, RANGE 12 EAST, M.D.M., CONTAINING 320 ACRES, MORE OR LESS, AND THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 12 EAST, M.D.M., CONTAINING 160 ACRES, MORE OR LESS, THE COMPOSITE TOTAL CONTAINING 480.00 ACRES, MORE OR LESS, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

# T. 24 S. R. 12

Scale 30 Chains = One Inch



ag  
69-37

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

Chairman Authorized to Execute )  
Contract with Violet M. Rose, )  
William B. Rose, Robert L. )  
Rose, and Thomas E. Rose for )  
Agricultural Preserve . . . . . )

Upon motion of Supervisor Tavernetti, seconded by Supervisor Branson, and unanimously carried, the Chairman is hereby authorized to execute that certain land conservation contract with Violet M. Rose, William B. Rose, Robert L. Rose and Thomas E. Rose for an agricultural preserve No. 69-27 heretofore established by County by Resolution No. 69-35-27. County Counsel is directed to record.

PASSED AND ADOPTED by the following vote, to-wit:

AYES: Supervisors Church, Atteridge, Tavernetti, Smith, and Branson.

NOES: None.

ABSENT: None.

COUNTY OF MONTEREY, }  
STATE OF CALIFORNIA. } ss.

I, EMMET G. McMENAMIN, 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 ..... of Minute Book 25....., on the 27th day of October, 19 70, and now remaining of record in my office.  
Witness my hand and the seal of said Board of Supervisors this 27th day of October, 19 70.

EMMET G. McMENAMIN,  
County Clerk and ex-officio Clerk of the Board  
of Supervisors, County of Monterey, State of  
California.

cc: Co. Co. (2)  
W/contracts By W. Ruppert Deputy.

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 27<sup>th</sup> day of October 1970, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and VIOLET M. ROSE, WILLIAM B. ROSE, ROBERT L. ROSE and THOMAS E. ROSE. 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. 69-27) heretofore established by County by Resolution No. 69-35-27; 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, 1970, 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 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 October 7, 1970 and by County on October 27, 1970.

COUNTY OF MONTEREY

By [Signature]  
Chairman, Board of Supervisors

ATTEST:

EMMET G. McMENAMIN  
Clerk of said Board

By [Signature]  
Deputy

STATE OF CALIFORNIA )  
COUNTY OF MONTEREY ) ss

On this 27th day of October, 19 70, before me, EMMET G. McMENAMIN, 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 Loren E. Smith, known to be to be the Chairman of said Board of Supervisors of the County of Monterey, and known to be 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.

EMMET G. McMENAMIN, County Clerk  
and ex-officio Clerk of the Board  
of Supervisors of Monterey County,  
State of California.

By [Signature]  
Deputy

[Signature]  
VIOLET M. ROSE

[Signature]  
WILLIAM B. ROSE

[Signature]  
ROBERT L. ROSE

[Signature]  
THOMAS E. ROSE

Owner



STATE OF CALIFORNIA )  
COUNTY OF San Luis Obispo ss

On this 7 day of Oct., 1970, before me  
Robert C. DuBois, A Notary Public in and for  
the County of San Luis Obispo, State of California,  
residing therein, duly commissioned and sworn, personally appeared  
Robert L. Rose and Thomas E. Rose

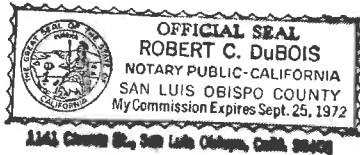
known to me to be the persons whose names are subscribed to the  
within instrument and acknowledged to me that they executed the same.

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

Robert C. DuBois

Notary Public in and for the \_\_\_\_\_ County of \_\_\_\_\_  
State of California.

My Commission Expires \_\_\_\_\_

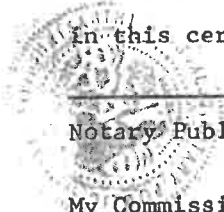


STATE OF CALIFORNIA )  
COUNTY OF Monterey ) ss

On this 21st day of October, 19 70, before me  
CHRISANTHI GEORGALOS, A Notary Public in and for  
the County of Monterey, State of California,  
residing therein, duly commissioned and sworn, personally appeared  
VIOLET M. ROSE and WILLIAM B. ROSE

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.



Chrisanthi Georgalos  
Notary Public in and for the \_\_\_\_\_ County of Monterey  
State of California.

My Commission Expires May 12, 1971

PARCEL 1:

Being a part of Sections 20, 21, 28 and 29 in Township 23 South of Range 12 East N.D.M. and described as:

BEGINNING at an angle in the fence on the Southerly side of the County Road leading from Indian Valley to Bradley at a station from which the section corner to said Sections 20, 21, 28 and 29 in said Township bears South  $20^{\circ} 53'$  West 51.69 feet distant, and a 36" witness oak, which is an original Government witness tree to said section corner bears North  $74^{\circ} 30'$  East 218.00 feet from said place of beginning, said witness tree bears North  $65^{\circ} 00'$  East 252.12 feet from said above mentioned section corner; thence from said place of beginning South  $89^{\circ} 30'$  West 1330.50 feet to a station on the 1/16 section line running North and South through the Northeast quarter of said above mentioned Section 29 or said 1/16 section in line produced Northerly, said point being in said above mentioned County Road; thence along said last mentioned 1/16 section line or the produced line thereof South 670.00 feet to an iron pipe standing at the Northwesterly corner of land formerly owned by Ellis R. Page; thence along a fence on the Northerly boundary of said last mentioned lands North  $76^{\circ} 40'$  East 192.00 feet to an iron pipe; thence continuing along said fence North  $60^{\circ} 30'$  East 31.00 feet to an iron pipe; thence continuing along said fence North  $31^{\circ} 50'$  East 237.00 feet to an iron pipe; thence North  $81^{\circ} 30'$  East 20.00 feet to an iron pipe; thence along the Northeasterly boundary of said last mentioned lands formerly owned by Ellis R. Page South  $38^{\circ} 30'$  East 605.00 feet to an iron pipe standing in a fence on the Westerly side of the County road leading from Indian Valley to San Miguel; thence along the Westerly boundary of said County Road North  $65^{\circ} 00'$  East 212.00 feet to an angle in said fence; thence continuing along said road North  $50^{\circ} 50'$  East 79.00 feet to an angle in said fence; thence continuing along said fence North  $30^{\circ} 20'$  East 787.00 feet to an angle in said fence; thence North  $37^{\circ} 30'$  West 91.00 feet to the place of beginning, excepting therefrom all that part of the Northwest quarter of the Northwest quarter of section 28 lying West of the County Road leading from Indian Valley to San Miguel, and leaving in the entire tract 18.77 acres, a little more or less, according to private survey, made February 1930 by E. R. Mutersbach.

PARCEL 2:

Lots 2, 3 and 4 of Section 30, Township 23 South, Range 12 East, N.D.B. & M.

PARCEL 3:

That portion of the East half of the Northeast quarter of Section twenty-nine, Township twenty-three South of Range twelve East, M.D.M., described as follows, to-wit:

BEGINNING at a point on the line between the Northeast quarter and the Northwest quarter of the Northeast quarter of Section 29, Township 23 South, of Range 12 East, M.D.B. & M., which said point is situated on

(continued)

37

the South bank of the Indian Valley Creek about 160 yards North from the center of the Northeast in a Northeasterly course, following the South bank of said Indian Valley Creek, about 200 yards to the Northeast corner of a fence which said corner is the intersection of said fence with the South bank of said Indian Valley Creek; thence South-  
erly on the line of said fence a distance of about 200 yards to a point where said fence intersects the North line of the County Road leading to San Miguel; thence Westerly on the North line of said County Road a distance of about 220 yards to a point where the North line of said County Road intersects the line between the East half and the West half of the Northeast quarter of said Section 29; thence due North on said last described line a distance of about 200 yards to the place of beginning, being a tract containing  $8\frac{1}{4}$  acres of land.

PARCEL 4:

All that part of the following described land lying West of County Road, to-wit:  
The Southwest quarter of the Northeast quarter of Section 29, Township 23 South, of Range 12 East, M.D.B. & M.

Also a tract containing 13 acres adjoining said last described parcel of land on the East side and being a portion of the Southeast quarter of the Northeast quarter of said Section 29, which said tract is described as to metes and bounds as follows, to-wit:

BEGINNING at the Southwestern corner of the Southeast quarter of the Northeast quarter of said Section 29, running thence East on the line between the Northeast quarter and the Southeast quarter of said Section 29, a distance of 161 yards to a point on said last mentioned line about 279 yards from the East line of said Section 29; thence North and in a course parallel with the line between the East half and the West half of the Northeast quarter of said Section 29, a distance of about 390 yards to the South line of the County Road running through Indian Valley to San Miguel, which said point is about 59 yards Westerly from a point on the South side of said County Road opposite the Southeastern corner of fence enclosing the 8 acre tract conveyed by Mrs. Mary A. Page to Ellis R. Page by deed dated January 12, 1890 and recorded January 15, 1895 in Book 45 of Deeds, Monterey County, at Page 208; thence Westerly on the South line of said County Road 161 yards to the line between the Southeastern and the Southwest quarter of the Northeast quarter of said Section 29; thence South on said last mentioned line about 390 yards to the place of beginning, said portion lying West of the County Road and containing about 28 acres of land.

PARCEL 5:

That portion of the West half of the Southeast quarter of Section 29, Township 23 South, of Range 12 East, M.D.B. & M., lying West of the County Road and containing 10 acres of land.

EXCEPTING from that portion thereof incorporated in the Southwest quarter of the Southeast quarter of said Section 29, the following:

All oil, maltha, naptha, gas, petroleum and petroleum products,

(continued)

EXHIBIT "A" Page 2

antimony, mica, gold, silver, gold and silver bearing quartz, coal and oils and valuable minerals of all and every kind and character, together with the right to enter upon said premises and each and every part thereof for the purpose of mining for and or all of the products and to take all steps necessary or proper for the development of mines and wells for the purpose of extracting any or all of said products from said premises or any part thereof, and to remove such products therefrom; provided however, that such operations shall be so conducted as not to unnecessarily interfere with the customary agricultural, grazing or domestic use of said lands, conveyed by Jason F. Densmore, also known as J. F. Densmore, Lucy A. Densmore and Sarah J. Jessup, to Indian Valley Oil Company, a corporation, by deed dated June 29, 1909 and recorded October 23, 1909 in Volume 110 of Deeds, Page 383, Monterey County Records.

ALSO excepting therefrom that portion thereof incorporated in the Northwest quarter of Southeast quarter of said Section 29, the following:

All mineral rights together with the right to use of said premises for the purposes of boring for oil or otherwise developing the minerals that may be contained therein, as excepted in the deed from Joseph M. Haskins to Jason F. Densmore, dated October 29, 1909 and recorded May 2, 1910 in Volume 115 of Deeds at Page 40, Monterey County Records.

PARCEL 6:

The Northwest quarter of the Northeast quarter and the West one half of Section 29, the East one half and the East half of West half of Section 30; Northeast quarter of Northwest quarter and East half of Southwest quarter of Section 31, all in Township 23 South, of Range 12 East, M.D.B. & M., containing 960 acres of land, more or less, according to the U. S. Government Survey thereof.

EXCEPTING from Section 29 a strip of land 100 feet in width as conveyed by W. P. Rose and Jane Ann Rose, his wife, to Stone Canon Railroad Company, a corporation, by deed dated March 22, 1906 and recorded November 12, 1906 in Volume 95 of Deeds, Page 131, Monterey County Records.

EXCEPTING from the East half of the West half and West half of the East half of Section 30, the following: All minerals, metals, ores, gold and silver bearing quartz, rock and earth, and oils contained in said parcel of land; the parties of the first part hereby expressly reserving to themselves, their heirs and assigns, all minerals, metals, ores, gold and silver bearing quartz, rock and earth, and oils in said parcels of land, together with all dips, spurs and angles connected with the same, and all the rights, privileges and franchises of any nature whatsoever incident to such minerals, metals, ores, quartz and oils, or therewith usually had and enjoyed and particularly all rights of reasonable and necessary ingress in and upon said land for the purpose of extracting and removing all or any such oils, metals, ores and quartz therefrom, and the right to erect such appliances as may be necessary and proper for such purposes, as excepted in the deed from F. H. Batton and Ethel P. Batton, his wife, to W. N. Rose,

(continued)

dated March 27, 1918, and recorded April 10, 1918 in Volume 156 of Books at Page 432, Monterey County Records.

PARCEL 7:

West half of the Northeast quarter; Northwest quarter of the Southeast quarter and the Southeast quarter of the Northwest quarter of Section 31, in Township 23 South, of Range 12 East, M. D. B. & M., containing 100 acres of land, according to U. S. Government Survey thereof.

PARCEL 8:

Lot 1 of Section 31, in Township 23 South of Range 12 East, M. D. B. & M.

PARCEL 9:

Lots 2, 3 and 4 of Section 31, Township 23 South, of Range 12 East, of M. D. B. & M., containing 127.05 acres of land, more or less, according to U. S. Government Survey thereof.

The property herein described contains 1444.69 acres more or less.

PARCEL 10:

All those portions of the hereinafter described property, lying within a strip of land 100 feet wide, being 50 feet on each side of the center line of the railroad formerly of the Stone Canyon Railroad Company as said strip of land was conveyed by the deed recorded in Book 438 at Page 400, Official Records of Monterey County, State of California.

Said strip of land 100 feet wide in the Northwest quarter of the Northeast quarter, East half of the Northwest quarter and East half of the Southwest quarter of Section 29, Township 23 South, Range 12 East M. D. B. & M., lying within a strip of land 100 feet wide, being 50 feet on each side of the center line of the railroad formerly of the Stone Canyon Railway Company, excepting however, from said 100 foot strip of land all oil, gas, coal, clay and minerals together with right of entry to bore wells, make excavations, etc., as excepted in the deed from Dorothy White, dated March 1, 1961 and recorded March 10, 1961 in Volume 2129 Official Records at Page 324 and re-recorded January 14, 1965 on Reel 385 Official Records at Page 302.

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.

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

*As  
agreement  
filed*

RESOLUTION NO. 69-35-27

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

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) 6780, 6790, 6800, 6770, 6830, 6820, 6810 in C.A. 58-00

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. 69-27.

On motion of Supervisor Wood, seconded by Supervisor Church, the foregoing resolution is adopted this 23rd day of January, 1969, by the following vote:

AYES: Church, Atteridge, Wood, Branson

NOES: None

ABSENT: Smith

COUNTY OF MONTEREY, }  
STATE OF CALIFORNIA. } ss.

I, EMMET G. McMENAMIN, 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 resolution of said Board of Supervisors duly made and entered in the minutes thereof at page 23 of Minute Book 23, on the 23rd day of January, 1969, and now remaining of record in my office.

Witness my hand and the seal of said Board of Supervisors this 23rd day of January, 1969.

EMMET G. McMENAMIN,  
County Clerk and ex-officio Clerk of the Board  
of Supervisors, County of Monterey, State of  
California.

*Sella J. Steering*  
Deputy



EXHIBIT "A"

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.

EXHIBIT 2

27

PARCEL 1:

Being a part of Sections 20, 21, 28 and 29 in Township 23 South of Range 12 East M.D.M. and described as:

BEGINNING at an angle in the fence on the Southerly side of the County Road leading from Indian Valley to Bradley at a station from which the section corner to said Sections 20, 21, 28 and 29 in said Township bears South 20° 53' West 51.69 feet distant, and a 36" witness oak, which is an original Government witness tree to said section corner bears North 74° 30' East 218.00 feet from said place of beginning, said witness tree bears North 65° 00' East 252.12 feet from said above mentioned section corner; thence from said place of beginning South 89° 30' West 1330.50 feet to a station on the 1/16 section line running North and South through the Northeast quarter of said above mentioned Section 29 or said 1/16 section in line produced Northerly, said point being in said above mentioned County Road; thence along said last mentioned 1/16 section line or the produced line thereof South 670.00 feet to an iron pipe standing at the Northwesterly corner of land formerly owned by Ellis R. Page; thence along a fence on the Northerly boundary of said last mentioned lands North 76° 40' East 192.00 feet to an iron pipe; thence continuing along said fence North 60° 30' East 31.00 feet to an iron pipe; thence continuing along said fence North 31° 50' East 237.00 feet to an iron pipe; thence North 81° 30' East 20.00 feet to an iron pipe; thence along the Northeasterly boundary of said last mentioned lands formerly owned by Ellis R. Page South 38° 30' East 605.00 feet to an iron pipe standing in a fence on the Westerly side of the County road leading from Indian Valley to San Miguel; thence along the Westerly boundary of said County Road North 65° 00' East 212.00 feet to an angle in said fence; thence continuing along said road North 50° 50' East 79.00 feet to an angle in said fence; thence continuing along said fence North 30° 20' East 787.00 feet to an angle in said fence; thence North 37° 30' West 91.00 feet to the place of beginning, excepting therefrom all that part of the Northwest quarter of the Northwest quarter of section 28 lying West of the County Road leading from Indian Valley to San Miguel, and leaving in the entire tract 18.77 acres, a little more or less, according to private survey, made February 1930 by E. R. Mittersbach.

PARCEL 2:

Lots 2, 3 and 4 of Section 30, Township 23 South, Range 12 East, M.D.B. & M.

PARCEL 3:

That portion of the East half of the Northeast quarter of Section twenty-nine, Township twenty-three South of Range twelve East, M.D.M., described as follows, to-wit:

BEGINNING at a point on the line between the Northeast quarter and the Northwest quarter of the Northeast quarter of Section 29, Township 23 South, of Range 12 East, M.D.B. & M., which said point is situated on

(continued)

27

the South bank of the Indian Valley Creek about 160 yards North from the center of the Northeast in a Northeasterly course, following the South bank of said Indian Valley Creek, about 200 yards to the Northeast corner of a fence which said corner is the intersection of said fence with the South bank of said Indian Valley Creek; thence Southerly on the line of said fence a distance of about 200 yards to a point where said fence intersects the North line of the County Road leading to San Miguel; thence Westerly on the North line of said County Road a distance of about 220 yards to a point where the North line of said County Road intersects the line between the East half and the West half of the Northeast quarter of said Section 29; thence due North on said last described line a distance of about 200 yards to the place of beginning, being a tract containing  $8\frac{1}{4}$  acres of land.

PARCEL 4:

All that part of the following described land lying West of County Road, to-wit:  
The Southwest quarter of the Northeast quarter of Section 29, Township 23 South, of Range 12 East, M.D.B. & M.

Also a tract containing 13 acres adjoining said last described parcel of land on the East side and being a portion of the Southeast quarter of the Northeast quarter of said Section 29, which said tract is described as to metes and bounds as follows, to-wit:

BEGINNING at the Southwestern corner of the Southeast quarter of the Northeast quarter of said Section 29, running thence East on the line between the Northeast quarter and the Southeast quarter of said Section 29, a distance of 161 yards to a point on said last mentioned line about 279 yards from the East line of said Section 29; thence North and in a course parallel with the line between the East half and the West half of the Northeast quarter of said Section 29, a distance of about 390 yards to the South line of the County Road running through Indian Valley to San Miguel, which said point is about 59 yards Westerly from a point on the South side of said County Road opposite the Southeastern corner of fence enclosing the 8 acre tract conveyed by Mrs. Mary A. Page to Ellis R. Page by deed dated January 12, 1890 and recorded January 15, 1895 in Book 45 of Deeds, Monterey County, at Page 208; thence Westerly on the South line of said County Road 161 yards to the line between the Southeastern and the Southwest quarter of the Northeast quarter of said Section 29; thence South on said last mentioned line about 390 yards to the place of beginning, said portion lying West of the County Road and containing about 28 acres of land.

PARCEL 5:

That portion of the West half of the Southeast quarter of Section 29, Township 23 South, of Range 12 East, M.D.B. & M., lying West of the County Road and containing 10 acres of land.

EXCEPTING from that portion thereof incorporated in the Southwest quarter of the Southeast quarter of said Section 29, the following:

All oil, maltha, naptha, gas, petroleum and petroleum products,

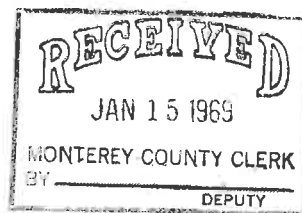
(continued)

COUNTY OF MONTEREY

OFFICE OF THE ASSESSOR  
COURT HOUSE  
SALINAS, CALIFORNIA

January 15, 1969

DONALD P. STEWART  
ASSESSOR



Mrs. Violet M. Rose  
1168 Pacific Street  
San Luis Obispo, California

Re: Application for Agricultural  
Preserve #69-27 Income Statement

Dear Mrs. Rose:

The rules for establishing an Agricultural Preserve state that the property must be capable of earning a gross income of \$8,000. Your application states that your ranch rents for \$2.50 per acre per year. This amounts to an annual income of \$3,687.50 (1475 acres x \$2.50).

Before the Board of Supervisors can establish your property as an Agricultural Preserve, it will be necessary for you to furnish additional information showing that the ranch is capable of grossing \$8,000. Gross income means all income from the sale of livestock or farm products.

Perhaps your tenant has grossed \$8,000 from the sale of livestock or farm products. If your tenant has had a gross income of \$8,000 or more for the past three years, please get a statement from him attesting to the gross income for the three most recent years.

This statement from your tenant should be filed with the Clerk of the Board of Supervisors, Courthouse, Salinas, California, before the hearing date which is Thursday, July 23, 1969.

If you have any questions please feel free to contact this office.

Yours very truly,

DONALD P. STEWART  
Assessor, Monterey County

By: *Sanford A. Colburn*  
Sanford A. Colburn  
Assistant Assessor

SAC/az

c.c. Clerk of Board of Supervisors  
Wm. Stoffers, County Counsel  
Superv. Robt. Wood

*Mrs. Rose present  
and proved over  
C 2*

PIODA, LEACH, STAVE, BRYAN & AMES

ATTORNEYS AT LAW  
44 WEST ALISAL STREET  
SALINAS, CALIFORNIA 93901  
424-0844

PAUL L. PIODA  
E. J. LEACH, JR.  
JOSEPH A. STAVE  
WILLIAM F. BRYAN  
ROBERT H. AMES  
GEORGE E. MCINNIS  
DONALD A. WAY

BURT L. TALCOTT  
OF COUNSEL

December 13, 1968

Clerk of the Board of Supervisors  
County of Monterey  
Courthouse  
Salinas, California

In re: Violet Rose

Dear Sir:

Enclosed find original and three copies of Application for Establishment of an Agricultural Preserve and Application for Land Conservation Agreement for VIOLET ROSE, together with our check in the sum of \$100.00.

Please send any Notices both to applicant and to this law firm.

Yours very truly,

  
ROBERT H. AMES 26

lfg  
enc.

BOARD OF SUPERVISORS

COUNTY OF MONTEREY

APPLICATION FOR ESTABLISHMENT OF AN AGRICULTURAL PRESERVE AND APPLICATION FOR LAND CONSERVATION AGREEMENT

1. APPLICANT VIOLET M. ROSE  
 name (please print or type)

1168 Pacific  
 number street

San Luis Obispo, California  
 city state

(The above address will be used for all correspondence)

544 0955  
 Telephone number

2. LOCATION of the property

west side of Indian Valley Road  
 north, south, east, west street or road

at/between south of ~~xxx~~ Hair Canyon Road  
 street or road street or road

3. ASSESSOR'S PARCEL NUMBER(S)

50006780, 50006790, 50006800, 50006770, 50006830, 50006820,  
50006810

Total acreage: 1475

4. PRESENT USE OF PROPERTY (please check all applicable uses)

x Agriculture

     Orchard      Row Crop x Hay Land x Grazing Land

     Drying, Packing, Processing of Agricultural Commodity

     Holding of Nonproducing Land for Future Agricultural Use

     Maintained in Natural State for Recreational, Plant or Animal Preserve

x Single Family Dwelling for Residence of Family of Owner or Employees

     Farm Labor Camps

     Agricultural Stands (sale of produce)

- \_\_\_\_\_ Aircraft Landing Strips
- \_\_\_\_\_ Public Utility Installations
- \_\_\_\_\_ Communication Facilities
- \_\_\_\_\_ Hunting and Fishing
- \_\_\_\_\_ Rifle and Pistol Ranges
- \_\_\_\_\_ Riding and Hiking Trails
- \_\_\_\_\_ Riding Academy
- \_\_\_\_\_ Other (describe) \_\_\_\_\_

5. Is the property or any portion thereof in either the Soil Bank or Crop Land Adjustment Program? Wheat allotment  
 Number of acres 50 acres

6. The names and addresses of all record owners of the property are:

Violet M. Rose, 1168 Pacific, San Luis Obispo  
 William B. Rose 454 Rainer Dr. Salinas  
 Robert L. Rose 1168 Pacific, San Luis Obispo  
 Thomas E. Rose, 1168 Pacific, San Luis Obispo

7. Attached hereto and made a part hereof are:

1. A statement showing the rental history or the income and expense history for the past three years.
2. A legal description of the property.
3. A Title Company Lot Book Report.

8. The applicant and the owners of said property request that appropriate steps be taken to reclassify said property into an appropriate agricultural type zoning district and that said property be established as an agricultural preserve and that they be permitted to enter into a Land Conservation Agreement with the County of Monterey which qualifies as an "enforceable restriction" as that term is used in Revenue and Taxation Code Section 422.

DATED: December 1968

Violet M. Rose  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Owners of Record

This application shall be filed with the Clerk of the Board of Supervisors, Courthouse, Salinas, California, on or before December 13, 1968.

Exhibits

1. Statement of Rental History, Income and Expense  
History for Past Three Years

The property has been rented in the past year at \$2.50 per acre for grazing purposes. Prior to that time the property was farmed by the Rose family which ran cattle on the property. The surrounding area land rents for \$2.50 an acre.

DATED: December \_\_\_\_\_, 1968.

2. Legal description of the property

Please have reference to Title Company Lot Book Report, attached hereto and made a part hereof by this reference.



GUARANTEE

68 7890

- JUDGMENT AND TAX LIEN GUARANTEE
- LOT BOOK GUARANTEE
- PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- 
- PROPERTY SEARCH GUARANTEE
- MECHANIC'S LIEN GUARANTEE
- REQUEST FOR NOTICE GUARANTEE

Order No. 89111

Liability \$ 100.00

Fee \$75.00

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 December 9, 1968  
 State of California

, in the County of Monterey,

WESTERN TITLE INSURANCE COMPANY

Countersigned: *Paul J. [Signature]*  
 Vice President

By *[Signature]* President  
 By *[Signature]* Secretary

CLTA GUARANTEE FACE PAGE - 1967

LOT BOOK GUARANTEE

SCHEDULE A

No. 89111

Effective Date: December 9, 1968 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:  
Deed to Violet M. Rose, William Bruce Rose and Thomas Edward Rose, as joint tenants, dated August 23, 1962 and recorded August 23, 1962 on Reel 88 Official Records at Page 354.

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

SEE EXHIBIT "A" ATTACHED

PARCEL 1:

Being a part of Sections 20, 21, 28 and 29 in Township 23 South of Range 12 East M.D.M. and described as:

BEGINNING at an angle in the fence on the Southerly side of the County Road leading from Indian Valley to Bradley at a station from which the section corner to said Sections 20, 21, 28 and 29 in said Township bears South 20° 53' West 51.69 feet distant, and a 36" witness oak, which is an original Government witness tree to said section corner bears North 74° 30' East 218.00 feet from said place of beginning, said witness tree bears North 65° 00' East 252.12 feet from said above mentioned section corner; thence from said place of beginning South 89° 30' West 1330.50 feet to a station on the 1/16 section line running North and South through the Northeast quarter of said above mentioned Section 29 or said 1/16 section in line produced Northerly, said point being in said above mentioned County Road; thence along said last mentioned 1/16 section line or the produced line thereof South 670.00 feet to an iron pipe standing at the Northwesterly corner of land formerly owned by Ellis R. Page; thence along a fence on the Northerly boundary of said last mentioned lands North 76° 40' East 192.00 feet to an iron pipe; thence continuing along said fence North 60° 30' East 31.00 feet to an iron pipe; thence continuing along said fence North 31° 50' East 237.00 feet to an iron pipe; thence North 81° 30' East 20.00 feet to an iron pipe; thence along the Northeasterly boundary of said last mentioned lands formerly owned by Ellis R. Page South 38° 30' East 605.00 feet to an iron pipe standing in a fence on the Westerly side of the County road leading from Indian Valley to San Miguel; thence along the Westerly boundary of said County Road North 65° 00' East 212.00 feet to an angle in said fence; thence continuing along said road North 50° 50' East 79.00 feet to an angle in said fence; thence continuing along said fence North 30° 20' East 787.00 feet to an angle in said fence; thence North 37° 30' West 91.00 feet to the place of beginning, excepting therefrom all that part of the Northwest quarter of the Northwest quarter of section 28 lying West of the County Road leading from Indian Valley to San Miguel, and leaving in the entire tract 18.77 acres, a little more or less, according to private survey, made February 1930 by E. R. Mutersbach.

PARCEL 2:

Lots 2, 3 and 4 of Section 30, Township 23 South, Range 12 East, M.D.B. & M.

PARCEL 3:

That portion of the East half of the Northeast quarter of Section twenty-nine, Township twenty-three South of Range twelve East, M.D.M., described as follows, to-wit:

BEGINNING at a point on the line between the Northeast quarter and the Northwest quarter of the Northeast quarter of Section 29, Township 23 South, of Range 12 East, M.D.B. & M., which said point is situated on

(continued)

the South bank of the Indian Valley Creek about 160 yards North from the center of the Northeast in a Northeasterly course, following the South bank of said Indian Valley Creek, about 200 yards to the Northeast corner of a fence which said corner is the intersection of said fence with the South bank of said Indian Valley Creek; thence South-erly on the line of said fence a distance of about 200 yards to a point where said fence intersects the North line of the County Road leading to San Miguel; thence Westerly on the North line of said County Road a distance of about 220 yards to a point where the North line of said County Road intersects the line between the East half and the West half of the Northeast quarter of said Section 29; thence due North on said last described line a distance of about 200 yards to the place of beginning, being a tract containing  $8\frac{1}{4}$  acres of land.

PARCEL 4:

All that part of the following described land lying West of County Road, to-wit:

The Southwest quarter of the Northeast quarter of Section 29, Township 23 South, of Range 12 East, M.D.B. & M.

Also a tract containing 13 acres adjoining said last described parcel of land on the East side and being a portion of the Southeast quarter of the Northeast quarter of said Section 29, which said tract is described as to metes and bounds as follows, to-wit:

BEGINNING at the Southwestern corner of the Southeast quarter of the Northeast quarter of said Section 29, running thence East on the line between the Northeast quarter and the Southeast quarter of said Section 29, a distance of 161 yards to a point on said last mentioned line about 279 yards from the East line of said Section 29; thence North and in a course parallel with the line between the East half and the West half of the Northeast quarter of said Section 29, a distance of about 390 yards to the South line of the County Road running through Indian Valley to San Miguel, which said point is about 59 yards Westerly from a point on the South side of said County Road opposite the Southeastern corner of fence enclosing the 8 acre tract conveyed by Mrs. Mary A. Page to Ellis R. Page by deed dated January 12, 1890 and recorded January 15, 1895 in Book 45 of Deeds, Monterey County, at Page 208; thence Westerly on the South line of said County Road 161 yards to the line between the Southeastern and the Southwest quarter of the Northeast quarter of said Section 29; thence South on said last mentioned line about 390 yards to the place of beginning, said portion lying West of the County Road and containing about 28 acres of land.

PARCEL 5:

That portion of the West half of the Southeast quarter of Section 29, Township 23 South, of Range 12 East, M.D.B. & M., lying West of the County Road and containing 10 acres of land.

EXCEPTING from that portion thereof incorporated in the Southwest quarter of the Southeast quarter of said Section 29, the following:

All oil, maltha, naptha, gas, petroleum and petroleum products,

(continued)

asphaltum, metals, gold, silver, gold and silver bearing quartz, coal and coke and valuable minerals of all and every kind and character, together with the right to enter upon said premises and each and every part thereof for the purpose of mining for and or all of the products and to take all steps necessary or proper for the development of mines and wells for the purpose of extracting any or all of said products from said premises or any part thereof, and to remove such products therefrom; provided however, that such operations shall be so conducted as not to unnecessarily interfere with the customary agricultural, grazing or domestic use of said lands, conveyed by Jason F. Densmore, also known as J. F. Densmore, Lucy A. Densmore and Sarah J. Jessup to Indian Valley Oil Company, a corporation, by deed dated June 28, 1909 and recorded October 23, 1909 in Volume 110 of Deeds, Page 383, Monterey County Records.

ALSO excepting therefrom that portion thereof incorporated in the Northwest quarter of Southeast quarter of said Section 29, the following:

All mineral rights together with the right to use of said premises for the purposes of boring for oil or otherwise developing the minerals that may be contained therein, as excepted in the deed from Joseph M. Haskins to Jason F. Densmore, dated October 29, 1909 and recorded May 2, 1910 in Volume 115 of Deeds at Page 40, Monterey County Records.

PARCEL 6:

The Northwest quarter of the Northeast quarter and the West one half of Section 29, the East one half and the East half of West half of Section 30; Northeast quarter of Northwest quarter and East half of Southwest quarter of Section 31, all in Township 23 South, of Range 12 East, M.D.E. & M., containing 960 acres of land, more or less, according to the U. S. Government Survey thereof.

EXCEPTING from Section 29 a strip of land 100 feet in width as conveyed by W. P. Rose and Jane Ann Rose, his wife, to Stone Canon Railroad Company, a corporation, by deed dated March 22, 1906 and recorded November 12, 1906 in Volume 95 of Deeds, Page 131, Monterey County Records.

EXCEPTING from the East half of the West half and West half of the East half of Section 30, the following: All minerals, metals, ores, gold and silver bearing quartz, rock and earth, and oils contained in said parcel of land; the parties of the first part hereby expressly reserving to themselves, their heirs and assigns, all minerals, metals, ores, gold and silver bearing quartz, rock and earth, and oils in said parcels of land, together with all dips, spurs and angles connected with the same, and all the rights, privileges and franchises of any nature whatsoever incident to such minerals, metals, ores, quartz and oils, or therewith usually had and enjoyed and particularly all rights of reasonable and necessary ingress in and upon said land for the purpose of extracting and removing all or any such oils, metals, ores and quartz therefrom, and the right to erect such appliances as may be necessary and proper for such purposes, as excepted in the deed from F. H. Button and Ethel P. Button, his wife, to W. N. Rose,

(continued)

4.

dated March 27, 1918, and recorded April 10, 1918 in Volume 156 of Deeds at Page 482, Monterey County Records.

PARCEL 7:

West half of the Northeast quarter; Northwest quarter of the Southeast quarter and the Southeast quarter of the Northwest quarter of Section 31, in Township 23 South, of Range 12 East, M. D. B. & M., containing 160 acres of land, according to U. S. Government Survey thereof.

PARCEL 8:

Lot 1 of Section 31, in Township 23 South of Range 12 East, M. D. B. & M.

PARCEL 9:

Lots 2, 3 and 4 of Section 31, Township 23 South, of Range 12 East, of M. D. B. & M., containing 127.06 acres of land, more or less, according to U. S. Government Survey thereof.

The property herein described contains 1444.69 acres more or less.

PARCEL 10:

All those portions of the hereinafter described property, lying within a strip of land 100 feet wide, being 50 feet on each side of the center line of the railroad formerly of the Stone Canyon Railroad Company as said strip of land was conveyed by the deed recorded in Book 438 at Page 400, Official Records of Monterey County, State of California.

Said strip of land 100 feet wide in the Northwest quarter of the Northeast quarter, East half of the Northwest quarter and East half of the Southwest quarter of Section 29, Township 23 South, Range 12 East M. D. B. & M., lying within a strip of land 100 feet wide, being 50 feet on each side of the center line of the railroad formerly of the Stone Canon Railway Company, excepting however, from said 100 foot strip of land all oil, gas, coal, clay and minerals together with right of entry to bore wells, make excavations, etc., as excepted in the deed from Dorothy White, dated March 1, 1961 and recorded March 10, 1961 in Volume 2129 Official Records at Page 324 and re-recorded January 14, 1965 on Reel 385 Official Records at Page 302.