Exhibit C

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G 06156
RECORDED AT REQUEST OF
COUNTY OF MONTEREY
FEB 27 9 40 AM '75
OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA
NO FEE

75-6

REEL 962 PAGE 181

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 11th day of February 19 75, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Jean V. Cahoon, Mabel A. Cahoon, Elizabeth Mann and Lee H. Bartell 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. 75-6) heretofore established by County by Resolution No. 75-28-6; 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

G 06156

February, 1975, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL

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

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

5. NO COMPENSATION

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

6. SUCCESSORS IN INTEREST

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

7. DIVISION OF LAND

The property described in Exhibit A shall not be divided without the written approval of the County first had and obtained. This contract is divisible in the event the property described in Exhibit A is divided. Owner agrees to submit any proposed division to County for its approval and County, if it approves said division, shall, as a condition of its approval of the division, require the execution by Owner of contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract.

8. CONDEMNATION

When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit A is filed or when such

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

9. CANCELLATION

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

(a) Upon the written request of Owner to cancel this contract, the Board of Supervisors of the County of Monterey may adopt a resolution consenting to such request. Prior to the adoption of a resolution consenting to the request of the landowner to cancel this contract, the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under contract within the agricultural preserve in which the property described in Exhibit A is located, and shall be published pursuant to Section 6061 of the Government Code. If at the hearing, or prior thereto, the owners of 51 percent of the acreage under contract in the agricultural preserve protest the cancellation of this contract, the Board of Supervisors shall not consent to cancel this contract.

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

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

10. LIABILITY OF OWNER UPON CANCELLATION

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

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

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

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

11. NOTICES

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

12. COSTS OF LITIGATION

In case County shall, without any fault on its part, be made a party to any litigation commenced by or against Owner, then Owner shall and will pay all costs and reasonable attorneys' fees incurred by or imposed upon County by or in connection with such litigation, and owner shall and will pay all costs and reasonable attorneys' fees which may be incurred or paid by County in enforcing the covenants and agreements of this contract.

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed: by Owner on February 6, 1975 and by County on February 11, 1975.

COUNTY OF MONTEREY

By _____
Chairman, Board of Supervisors

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

On this 11th day of February, 1975, before me, ERNEST A. MAGGINI, County Clerk of the County of Monterey, and ex-officio Clerk of the Board of Supervisors and of the Superior Court, in and for said County and State, personally appeared ROGER W. POYNER, known to me to be the Chairman of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

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

By _____
Deputy

Jean V. Cahoon
Jean V. Cahoon

Mabel A. Cahoon
Mabel A. Cahoon

Mrs. Elizabeth Mann
Elizabeth Mann

Lee H. Bartell
Lee H. Bartell

_____
Owner

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

On this 6th day of FEBRUARY, 19 75, before me FRANK P. CATALANO, A Notary Public in and for the County of MONTEREY, State of California, residing therein, duly commissioned and sworn, personally appeared MABEL A. CAHOON AND JEAN V. CAHOON

known to me to be the persons whose name 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.

Frank P. Catalano

Notary Public in and for the — County of MONTEREY State of California.

My Commission Expires JAN 16. 1978

OFFICIAL SEAL
FRANK P. CATALANO
NOTARY PUBLIC-CALIFORNIA
MONTEREY COUNTY
My Commission Expires Jan. 16, 1978

State of California
County of San Francisco

On this 7th day of February, 1975, before the undersigned, a Notary PUblic for the State of California, County of San Francisco, residing therein, personally appeared before me ELIZABETH MANN, known to me to be the person whose name is subscribed within.

In witness whereof I have hereunto set my hand and affixed my official seal.

Irma C. Berry
Irma C. Berry
Notary Public for the State of California

OFFICIAL SEAL
IRMA C. BERRY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN FRANCISCO COUNTY
My Commission Expires November 28, 1977

State fo California
County of Monterey

On this 18th day of February, 1975 before the undersigned, a Notary Public for the State of California, County of Monterey, residing therein, personally appeared before me, LEE H. BARTELL, Known to me to be the person whose name is subscribed within.

In witness whereof I have hereunto set my hand and affixed my offical seal.

Linda Roscelli
Linda Roscelli
Notary Public for the State of California

OFFICIAL SEAL
LINDA ROSCELLI
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
MONTEREY COUNTY
My Commission Expires September 11, 1978

EXHIBIT "A"

Situate in the County of Monterey, State of California, to-wit:

REEL 962 PAGE 187

PARCEL 1:

Southwest 1/4 of Northwest 1/4 and East 1/2 of Northwest 1/4 and Southwest 1/4 of Southwest 1/4 and East 1/2 of Southwest 1/4 and East 1/2 of Section 27, Township 18 South, Range 4, M.D.B. & M.

PARCEL 2:

Northwest 1/4 of Northwest 1/4 of Section 27, Township 18 South, Range 4 East M. D. B. & M.

PARCEL 3:

Northwest 1/4 of Southwest 1/4 Section 27, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 4:

Northeast 1/4 Section 34 Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 5:

West 1/2 of Southwest 1/4 Section 28; and
Southeast 1/4 of Northeast 1/4; and Northeast 1/4 of Southeast 1/4 Section 29, all in Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 6:

Northwest 1/4 of Southwest 1/4; and Southwest 1/4 of Southwest 1/4 Section 22, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 7:

North 1/2 of Northeast 1/4 of Southeast 1/4 of Section 20;
North 1/2 of Northwest 1/4 of Southwest 1/4 of Section 21;
Northwest 1/4 of Northwest 1/4 of Section 21;
Southwest 1/4 of Northwest 1/4 Section 21; and
Southeast 1/4 of Northeast 1/4 Section 20, all in Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 8:

Southwest 1/4 of Southeast 1/4 Section 21, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 9:

East 1/2 of Southeast 1/4 of Southwest 1/4 of Section 21, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 10:

South 1/2 of Northeast 1/4 of Southeast 1/4; Southeast 1/4 of Southeast 1 Section 20; South 1/2 of Northwest 1/4 of Southwest 1/4; and Southwest 1/ of Southwest 1/4 of Section 21, all in Township 18 South, Range 4 East, M. D. B. & M.

(Continued)

75-6

PARCEL 11:

Southeast 1/4 of Southeast 1/4 Section 21, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 12:

Southeast 1/4 of Northeast 1/4 of Section 21, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 13:

North 1/2 of Southeast 1/4; Southwest 1/4 of Northeast 1/4; Southeast 1/4 of Northwest 1/4; and Northeast 1/4 of Southwest 1/4, Section 21, Township 18 South, Range 4 East, M. D. B. & M.

EXCEPTING THEREFROM all that portion conveyed to George S. Von Soosten, et ux., by Deed dated April 27, 1939 and recorded April 27, 1939 in Volume 614 Official Records, at Page 385.

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

RESOLUTION NO. 75-60

FEB 27 9 40 AM '75

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

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 "B" 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) 601-514-00, 601-515-01, 601-515-05, 601-515-10, 601-515-21, 601-518-02, 601-521-10, 601-522-01, 601-495-50 and 601-523-01

and being more particularly described in Exhibit "A" 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. 75-6.

On motion of Supervisor Norris, seconded by Supervisor Petrovic, the foregoing resolution is adopted this 4th day of February, 1975, by the following vote:

COUNTY OF MONTEREY, STATE OF CALIFORNIA } ss.

AYES: Supervisors Church, Norris, Petrovic, Poyner, & Bolman.
NOES: None.
ABSENT: None.

I, ERNEST A. MAGGINI, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a full, true and correct copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book 31, on the 4th day of February, 19 75, and now remaining of record in my office.

Witness my hand and the seal of said Board of Supervisors this 4th day of February, 19 75

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

By T. Lukenbill
Deputy.

CLERK BD. OF SUPERVISORS MONTEREY CO. CAL.

EXHIBIT A

Situate in the County of Monterey, State of California, to-wit:

PARCEL 1:

Southwest 1/4 of Northwest 1/4 and East 1/2 of Northwest 1/4 and Southwest 1/4 of Southwest 1/4 and East 1/2 of Southwest 1/4 and East 1/2 of Section 27, Township 18 South, Range 4, M.D.B. & M.

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Northwest 1/4 of Northwest 1/4 of Section 27, Township 18 South, Range 4 East M. D. B. & M.

PARCEL 3:

Northwest 1/4 of Southwest 1/4 Section 27, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 4:

Northeast 1/4 Section 34 Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 5:

West 1/2 of Southwest 1/4 Section 28; and
Southeast 1/4 of Northeast 1/4; and Northeast 1/4 of Southeast 1/4 Section 29, all in Township 18 South, Range 4 East, M. D. B. & M.

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Northwest 1/4 of Southwest 1/4; and Southwest 1/4 of Southwest 1/4 Section 22, Township 18 South, Range 4 East, M. D. B. & M.

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North 1/2 of Northeast 1/4 of Southeast 1/4 of Section 20;
North 1/2 of Northwest 1/4 of Southwest 1/4 of Section 21;
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Southwest 1/4 of Northwest 1/4 Section 21; and
Southeast 1/4 of Northeast 1/4 Section 20, all in Township 18 South, Range 4 East, M. D. B. & M.

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Southwest 1/4 of Southeast 1/4 Section 21, Township 18 South, Range 4 East, M. D. B. & M.

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East 1/2 of Southeast 1/4 of Southwest 1/4 of Section 21, Township 18 South, Range 4 East, M. D. B. & M.

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South 1/2 of Northeast 1/4 of Southeast 1/4; Southeast 1/4 of Southeast 1 Section 20; South 1/2 of Northwest 1/4 of Southwest 1/4; and Southwest 1/ of Southwest 1/4 of Section 21, all in Township 18 South, Range 4 East, M. D. B. & M.

(Continued)

PARCEL 11:

Southeast 1/4 of Southeast 1/4 Section 21, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 12:

Southeast 1/4 of Northeast 1/4 of Section 21, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 13:

North 1/2 of Southeast 1/4; Southwest 1/4 of Northeast 1/4; Southeast 1/4 of Northwest 1/4; and Northeast 1/4 of Southwest 1/4, Section 21, Township 18 South, Range 4 East, M. D. B. & M.

EXCEPTING THEREFROM all that portion conveyed to George S. Von Soosten, et ux., by Deed dated April 27, 1939 and recorded April 27, 1939 in Volume 614 Official Records, at Page 385.

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LAND CONSERVATION AGREEMENT

COMPATIBLE USES

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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

BOARD OF SUPERVISORS

COUNTY OF MONTEREY

RECEIVED
DEC 2 1974
MONTEREY COUNTY CLERK
BY _____ DEPUTY

75-6

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

1. APPLICANT Jean V. Cahoon
Name (Please Print or Type)

Number Street

Carmel Valley, Jamesburg Rt., California 93924
City State

(The above address will be used for all correspondence)

Telephone Number: 659-3351

2. LOCATION of the property: See Exibit B (North/South/East/West) side of _____ Street or Road

at/between _____ Street or Road and _____ Street or Road

3. ASSESSOR'S PARCEL NUMBER(S):

601-514-00	601-515-21	601-495-50
601-515-01	601-518-02	601-523-01
601-515-05	601-521-10	
601-515-10	601-522-01	

TOTAL ACREAGE: 1649

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

X Agriculture: ___Orchard ___Row Crop X Hay Land X Grazing Land

X Drying, Packing, Processing or Agricultural Commodity

X 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

X Public Utility Installations

X Communication Facilities

X Hunting and Fishing

___ Pistol and Rifle Ranges

X 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? No Number of Acres _____

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

Jean V. Cahoon
Carmel Valley
Jamesburg Rt. Ca. 93924

Lee H. Bartell
223 Toro Ave.,
Salinas, Ca. 93901

Mabel A. Cahoon
Carmel Valley
Jamesburg Rt. Ca. 93924

Elizabeth Mann
P.O. Box 26362
San Francisco, Ca. 94126

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 which includes a plat or map of the property.

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 Contract with the County of Monterey, which qualifies as an "enforceable restriction" as that term is used in Revenue and Taxation Code Section 422.

Dated: 11-28-74

Jean V. Cahoon
Mabel A. Cahoon
Mrs. Elizabeth Mann
Lee H. Bartell

_____
Owners of Record

This application (original and three copies) shall be filed with the Clerk of the Board of Supervisors, Courthouse, Salinas, California, on or before December ~~14~~ 20, 197~~3~~ 4.

7.

Part 1

Income and expense history for the past three years:

	INCOME	EXPENSE
1971	$4,964	$6,707
1972	15,072	10,634
1973	17,948	19,793

Table 1

"Income and expenditure statement for Port Hope's Lodge"

	INCOME	EXPENDITURE
1923	[illegible]	[illegible]
1924	14,023	[illegible]
1925	17,048	[illegible]

75-C

WESTERN TITLE GUARANTY COMPANY

MONTEREY COUNTY DIVISION

(408) 424-7615 • 118 WEST GABILAN STREET • P.O. BOX 90 • SALINAS, CALIFORNIA 93901

ADDRESS REPLY TO: XX SALINAS (P.O. BOX 90)
☐ MONTEREY (P.O. BOX 590)

RE: Our Order No. 103644
Bartell - Cahoon
Agri. Preserve Application

December 30, 1974

County of Monterey
Board of Supervisors
Court House
Salinas, CA 93901

Gentlemen:

It has been called to our attention by the tax assessors that certain clerical errors appear in the description of our Lot Book Guarantee # 71 6854. These errors appear in Parcel 13 where certain duplication of description and land described in under other parcels appear and omission of land which was intended.

We are enclosing herewith corrected descriptions to be attached to the Lot Book Guarantee in lieu of the erroneous descriptions.

Yours Very Truly,

WESTERN TITLE GUARANTY COMPANY

Gad L. James
Vice President

cc: Mr. Stoffers
County Counsel

GLJ/pem

MONTEREY PENINSULA OFFICE: (408) 375-9875 • 446 TYLER STREET • P.O. BOX 590 • MONTEREY, CALIFORNIA 93940

EXHIBIT "B"

Situate in the County of Monterey, State of California, to-wit:

PARCEL 1:

Southwest 1/4 of Northwest 1/4 and East 1/2 of Northwest 1/4 and Southwest 1/4 of Southwest 1/4 and East 1/2 of Southwest 1/4 and East 1/2 of Section 27, Township 18 South, Range 4, M.D.B. & M.

PARCEL 2:

Northwest 1/4 of Northwest 1/4 of Section 27, Township 18 South, Range 4 East M. D. B. & M.

PARCEL 3:

Northwest 1/4 of Southwest 1/4 Section 27, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 4:

Northeast 1/4 Section 34 Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 5:

West 1/2 of Southwest 1/4 Section 28; and
Southeast 1/4 of Northeast 1/4; and Northeast 1/4 of Southeast 1/4 Section 29, all in Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 6:

Northwest 1/4 of Southwest 1/4; and Southwest 1/4 of Southwest 1/4 Section 22, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 7:

North 1/2 of Northeast 1/4 of Southeast 1/4 of Section 20;
North 1/2 of Northwest 1/4 of Southwest 1/4 of Section 21;
Northwest 1/4 of Northwest 1/4 of Section 21;
Southwest 1/4 of Northwest 1/4 Section 21; and
Southeast 1/4 of Northeast 1/4 Section 20, all in Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 8:

Southwest 1/4 of Southeast 1/4 Section 21, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 9:

East 1/2 of Southeast 1/4 of Southwest 1/4 of Section 21, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 10:

South 1/2 of Northeast 1/4 of Southeast 1/4; Southeast 1/4 of Southeast 1/4 Section 20; South 1/2 of Northwest 1/4 of Southwest 1/4; and Southwest 1/4 of Southwest 1/4 of Section 21, all in Township 18 South, Range 4 East, M. D. B. & M.

(Continued)

PARCEL 11:

Southeast 1/4 of Southeast 1/4 Section 21, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 12:

Southeast 1/4 of Northeast 1/4 of Section 21, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 13:

North 1/2 of Southeast 1/4; Southwest 1/4 of Northeast 1/4; Southeast 1/4 of Northwest 1/4; and ~~No~~rtheast 1/4 of Southwest 1/4, Section 21, Township 18 South, Range 4 East, M. D. B. & M.

EXCEPTING THEREFROM all that portion conveyed to George S. Von Soosten, et ux., by Deed dated April 27, 1939 and recorded April 27, 1939 in Volume 614 Official Records, at Page 385.

GUARANTEE

71 6854

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☒ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☐ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 103644 Liability $ 150.00 Fee $ 50.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

COUNTY OF MONTEREY

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

LIABILITY EXCLUSIONS AND LIMITATIONS

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

Dated as of November 13, 1974, in the County of Monterey, State of California.

Countersigned: [signature]
Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By J. W. Gonzo Secretary

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

WE. ERN TITLE INSURANCE COMP. Y

LOT BOOK GUARANTEE

SCHEDULE A

No. 103644 Effective Date: November 13, 1974 at 8:00 A.M.

The assurances referred to on the face page are:

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

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

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

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

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

Exceptions:

Deed of Trust to secure payment of $5,000.00 and other sums secured thereby:

Trustor:	Mabel Cahoon
Trustee:	Title Insurance and Trust Company, a California corporati
Beneficiary:	Hartford Accident and Indemnity Company
Dated:	January 25, 1963
Recorded:	February 5, 1963
Series No:	4715 (Reel 142 Official Records, at Page 166).

(AFFECTS PARCEL 12 of EXHIBIT "B" ATTACHED).

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

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

EXHIBIT "A"

Deed to Jean V. Cahoon, a single man, dated October 12, 1971 and recorded December 13, 1971 on Reel 741 Official Records, at Page 335, as to PARCEL 1 of EXHIBIT "B" ATTACHED.

Deed to Jean Vernon Cahoon, a single man, dated May 11, 1949 and recorded May 11, 1949 in Volume 1138 Official Records, at Page 229, as to PARCEL 2 of EXHIBIT "B" ATTACHED.

Deed to Elizabeth Mann, a married woman, as her separate property, dated November 19, 1953 and recorded November 19, 1953 in Volume 1491 Official Records, at Page 574, subject however to a Life Estate in Mabel A. Cahoon, as to PARCEL 3 of EXHIBIT "B" ATTACHED.

Deed to Jean V. Cahoon, a married man, as his separate property, dated June 26, 1974 and recorded June 27, 1974 on Reel 921 Official Records, at Page 500, as to PARCEL 4 of EXHIBIT "B" ATTACHED.

Deed to Jean Vernon Cahoon, a single man, dated March 18, 1952 and recorded March 21, 1952 in Volume 1368 Official Records, at Page 275, as to PARCEL 5 of EXHIBIT "B" ATTACHED.

Deed to Jean V. Cahoon, dated October 12, 1971 and recorded December 13, 1971 on Reel 741 Official Records, at Page 249, as to PARCEL 6 of EXHIBIT "B" ATTACHED.

Deed to Mabel A. Cahoon, dated June 26, 1974 and recorded June 27, 1974 on Reel 921 Official Records, at Page 499, as to PARCEL 7 of EXHIBIT "B" ATTACHED.

Deed to Helen Lee Bartell, a married woman, dated October 12, 1971 and recorded December 13, 1971 on Reel 741 Official Records, at Page 250, as to PARCEL 8 of EXHIBIT "B" ATTACHED.

Deed to Helen Lee Bartell, a married woman, dated October 12, 1971 and recorded December 13, 1971 on Reel 741 Official Records, at Page 251, as to PARCEL 9 of EXHIBIT "B" ATTACHED.

Deed to Jean V. Cahoon, an unmarried man, dated August 4, 1964 and recorde August 5, 1964 on Reel 352 Official Records, at Page 329, as to PARCEL 10 of EXHIBIT "B" ATTACHED.

DEED to Helen Bartell, a married woman, as her separate property, dated November 19, 1953 and recorded November 19, 1953 in Volume 1491 Official Records, at Page 573, Subject, however, to a Life Estate in Mabel A. Cahoon, as to PARCEL 11 of EXHIBIT "B" ATTACHED.

Deed to Mabel A. Cahoon, dated November 20, 1962 and recorded November 23, 1962 on Reel 118 Official Records, at Page 114, as to PARCEL 12 of EXHIBIT "B" ATTACHED.

Deed to Mabel A. Cahoon and Levi S. Cahoon, wife and husband as joint tenants, dated March 8, 1939 and recorded March 13, 1939 in Volume 610 Official Records, at Page 224(All interest of Levi S. Cahoon terminated on his death which is evidenced by a Decree Terminating Joint Tenancy filed December 21, 1956 in the Superior Court of the State of California, in and for the County of Monterey, a certified copy of which was recorded December 21, 1956 in Volume 1759 Official Records, at Page 100) as to PARCEL 13 of EXHIBIT "B" ATTACHED.

EXHIBIT "B"

Situate in the County of Monterey, State of California, to-wit:

PARCEL 1:

Southwest 1/4 of Northwest 1/4 and East 1/2 of Northwest 1/4 and Southwest 1/4 of Southwest 1/4 and East 1/2 of Southwest 1/4 and East 1/2 of Section 27, Township 18 South, Range 4, M.D.B. & M.

PARCEL 2:

Northwest 1/4 of Northwest 1/4 of Section 27, Township 18 South, Range 4 East M. D. B. & M.

PARCEL 3:

Northwest 1/4 of Southwest 1/4 Section 27, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 4:

Northeast 1/4 Section 34 Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 5:

West 1/2 of Southwest 1/4 Section 28; and
Southeast 1/4 of Northeast 1/4; and Northeast 1/4 of Southeast 1/4 Section 29, all in Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 6:

Northwest 1/4 of Southwest 1/4; and Southwest 1/4 of Southwest 1/4 Section 22, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 7:

North 1/2 of Northeast 1/4 of Southeast 1/4 of Section 20;
North 1/2 of Northwest 1/4 of Southwest 1/4 of Section 21;
Northwest 1/4 of Northwest 1/4 of Section 21;
Southwest 1/4 of Northwest 1/4 Section 21; and
Southeast 1/4 of Northeast 1/4 Section 20, all in Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 8:

Southwest 1/4 of Southeast 1/4 Section 21, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 9:

East 1/2 of Southeast 1/4 of Southwest 1/4 of Section 21, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 10:

South 1/2 of Northeast 1/4 of Southeast 1/4; Southeast 1/4 of Southeast 1/4 Section 20; South 1/2 of Northwest 1/4 of Southwest 1/4; and Southwest 1/4 of Southwest 1/4 of Section 21, all in Township 18 South, Range 4 East, M. D. B. & M.

(Continued)

PARCEL 11:

Southeast 1/4 of Southeast 1/4 Section 21, Township 18 South, Range 4 East, M. D. B. & M.

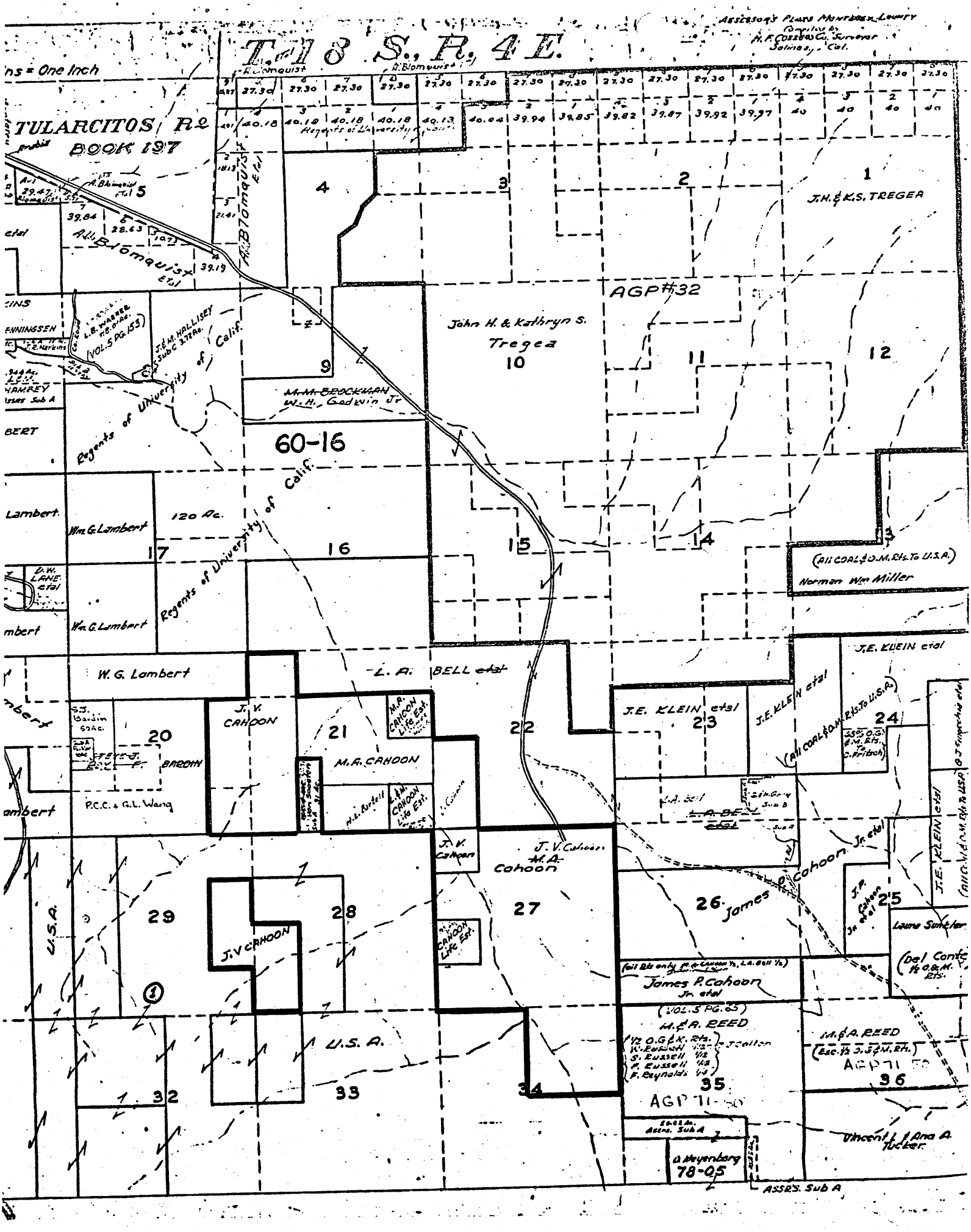
PARCEL 12:

Southeast 1/4 of Northeast 1/4 of Section 21, Township 18 South, Range 4 East, M. D. B. & M.

PARCEL 13:

North 1/2 of Southeast 1/4; Southwest 1/4 of Northeast 1/4; Southwest 1/4 of Northwest 1/4; and Northwest 1/4 of Southwest 1/4, Section 21, Township 18 South, Range 4 East, M. D. B. & M.

EXCEPTING THEREFROM all that portion conveyed to George S. Von Soosten, et ux., by Deed dated April 27, 1939 and recorded April 27, 1939 in Volume 614 Official Records, at Page 385.



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

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