# Attachment E
# Land Conservation Contract
# No. 73-12

Sea Mist Farms LLC
Desert Mist LLC
Desert Mist Farms LLC
PLN120746

# LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 27th day of September 1973, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and MARTIN PRODUCE, INC. hereinafter called "Owner".

WITNESSETH:

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

WHEREAS, the property is located in an agricultural preserve (No. 73-12) heretofore established by County by Resolution No. 73-34-12; and

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

NOW, THEREFORE, County and Owner agree as follows:

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

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

2. RESTRICTION ON USE OF PROPERTY

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

3. TERM OF CONTRACT

This contract shall become effective on the 28th day of

February, 1973, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL

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

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

5. NO COMPENSATION

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

6. SUCCESSORS IN INTEREST

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

7. DIVISION OF LAND

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

8. CONDEMNATION

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

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

9. CANCELLATION

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

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

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

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

10. LIABILITY OF OWNER UPON CANCELLATION

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

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

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

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

11. NOTICES

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

12. COSTS OF LITIGATION

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

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed: by Owner on February 20, 1973 and by County on February 27, 1973.

COUNTY OF MONTEREY

By [signature]
Chairman, Board of Supervisors

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

On this 27th day of February, 1973, before me, ERNEST A. MAGGINI, County Clerk of the County of Monterey, and ex-officio Clerk of the Board of Supervisors and of the Superior Court, in and for said County and State, personally appeared ELLIS P. TAVERNETTI, known to me to be the Chairman of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

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

By [signature]
Deputy

MARTIN PRODUCE, Inc.

By: [signature] Pres.
[signature] Sec.

Owner

REL 830 PAGE 607

STATE OF CALIFORNIA }
COUNTY OF Imperial } ss.

On this 20 day of February, 1973, before me Alva M Mickelsen, A Notary Public in and for the County of Imperial, State of California, residing therein, duly commissioned and sworn, personally appeared John Martin and Mary Ann Martin

known to me to be the persons whose names 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 Imperial the day and year in this certificate first above written.

Alva M Mickelsen

Notary Public in and for the _____ County of Imperial State of California.

My Commission Expires Aug 1, 1974

OFFICIAL SEAL
ALVA M. MICKELSEN
NOTARY PUBLIC-CALIFORNIA
IMPERIAL COUNTY
My Commission Expires Aug. 1, 197
123 E. Fifth Street, Holtville, Calif. 92250

Exhibit "A"



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

Being a portion of Rancho Guadalupe and a part of that certain 250 acre tract of land described in that certain Decree of Distribution entered in the Matter of the Estate of Thomas Chappell, deceased, a certified copy of which was recorded May 29, 1917 in Volume 164 of Deeds, at page 42, as follows:

"PARCEL 1":

"30 acres of land, being a portion of said tract herein first above described, lying Northerly of the 29.30 acres devised to J. Fred Chappell and the 30.70 acres of land devised to J. H. Chappell and bounded by the line between Lots M and A.1 of said Guadalupe Rancho and the Easterly line of the lands of said tract herein first above described and the Northerly lines of said 29.30 tract devised to J. Fred Chappell and the 30.70 acre tract devised to J. H. Chappell and by a line sufficiently distant Northerly therefrom and parallel thereto to include an area of 30 acres of land, including that part of the new road extending from said Soledad Road; also a portion of said tract herein first above described, containing 12.31 acres of land in the Northerly portion of said tract lying Easterly of the tract devised to Mable Chappell, and hereinafter described, said tracts so devised to William Chappell, being bounded by the center line of the new road, running parallel to said Soledad Road and by the Southerly boundary line of Buena Esperanza Rancho and by the Easterly line of said 12.30 acre tract devised to said Mabel Chappell and by a line sufficiently distant therefrom and parallel thereto, including 12.31 acres of land."

"PARCEL 2":

29.30 acres of the tract of land containing 250 acres, above referred to bounded by the line between Lots M and A.1 of the Guadalupe Rancho and by the Soledad Road and by the center line of a new road leading from said Soledad Road to the other private road across said tract and by a line sufficiently distant from said Soledad Road to make an area of 29.30 acres of land; and also 12.30 acres of land in the Northerly portion of said tract of land, bounded by said line between Lots M and A.1 of said Guadalupe Rancho and the Southerly boundary of the Buena Esperanza Rancho and the center line of said private road, running parallel to said Soledad Road, and by a line sufficiently distant Easterly from said line between said Lots M and A.1 and parallel thereto to make an area of 12.30 acres of land:

Beginning at the intersection of the line between Lots M and A.1 with the fence on the Easterly side of the Hilltown-Paraiso Road from which a 6" x 6" line post on the Westerly side of said road bears South 40° 15' West, 53.5 feet distant; thence along the Easterly side of said Hilltown-Paraiso Road toward Hilltown, North 39°46' West 92 feet and North 24°15' West 156 feet to a 4" x 5" fence post; thence leave the road and running North 87°20' East 312.0 feet to a double willow stump 2 inches in diameter in line of the above mentioned Lots M and A.1 and thence along the said line South 40°15' West, 297 feet to the place of beginning. Containing 0.84 acres of land, more or less. Courses all true. Variation 17°20' East, being a portion of the Guadalupe Rancho.

"PARCEL 3":

40.00 acres of the tract of land hereinabove referred to, bounded by the line between Lots M and A.1 of the Guadalupe Rancho and by the Easterly line of said tract of land hereinafter described and by the center line of the new road running parallel to the Soledad Road and by the Northerly line of the 30 acre tract of land distributed to Mae Chappell Ulrici by the Decree of Distribution in the matter of the Estate of Thomas Chappell, deceased, containing 40 acres of land, including that part of the new road running parallel to said Soledad Road:

"PARCEL 4":

30.70 acres of land bounded by the center line of a private road leading from the Soledad Road to the other private road and by the Easterly line of tract hereinabove referred to and by the said Soledad Road and by a line sufficiently distant Northerly from said Soledad Road to make an area of 30.70 acres of land; also a tract of land containing 12.30 acres of land in the Northerly part of the tract herein above referred to, Easterly of the 12.30 acres of land distributed to J. Fred Chappell (by the Decree of Distribution in the matter of the Estate of Thomas Chappell, deceased) being bounded on the Southwest by the center line of a new road running parallel to the Soledad Road; on the Northwest by the Southeasterly line of the tract distributed to said J. Fred Chappell; on the Northeast by the Southern boundary line of the Buena Esperanza Rancho and on the Southeast by a line parallel to the Southeasterly line of the land distributed to J. Fred Chappell and sufficiently Southeasterly therefrom to include an area of 12.30 acres of land.

"PARCEL 5":

All of those certain parcels of real property comprising 42.31 acres of land which was by said Decree finally distributed to May Chappell Ulrici, otherwise known as Mae Chappell Ulrici, and otherwise known as May Ulrici, the said decedent, and being described in said Decree as follows:

"30 acres of land herein first above described and bounded by the line between Lots M, and A.1 of the Guadalupe Rancho and by the Easterly line of said tract first above described and by the Northerly line of the 30 acre tract devised to Mable Chappell, and by a line sufficiently distant therefrom Northerly and parallel thereto to include an area of 30 acres, including that part of the new road leading from said Soledad Road, also 12.31 acres of land in the Northerly part of said tract first hereinabove described, lying Easterly of a 12.31 acre tract devised and bequeathed to said William Chappell, and bounded by the center line of said new road, running parallel to said Soledad Road and by the Easterly line of said tract first hereinabove described and by the Southerly line of the Buena Esperanza Rancho, and by a line Easterly of said 12.31 acre tract, devised to said William Chappell, and containing 12.31 acres of land, more or less".

(continued)

"PARCEL 6":

30 acres of land, being a portion of 250 acre tract herein first above referred to and bounded by the line between Lots M and A.1 of said tract and the Easterly line of said tract and by the Northerly line of said 30 acre tract devised by said last Will and Testament to William Chappell, and by a line sufficiently distant Northerly therefrom and parallel thereto to include an area of 30 acres of land, including that part of said new road leading from the said Soledad Road; also 12.30 acres of land in the Northerly portion of said tract herein first above referred to bounded by the center line of the new road, running parallel to said Soledad Road and by the Southerly line of the Buena Esperanza Rancho and by the Easterly line of the 12.30 acre tract devised by said last Will and Testament to J. E. Chappell, and by a line sufficiently distant Easterly therefrom and parallel thereto to include the said area of 12.30 acres.

The hereinbefore described 6 parcels of land containing an area of 252.36 acres of land.

Courses all true.

Excepting from the hereinbefore Parcel "2" the following described parcel of land to be referred to as Exception (1) particularly described as follows:

Beginning at the most westerly corner of said Parcel "2" (29.30 acres) and running along the northeasterly side of River Road

(1) S. 41° E., 264.0 feet; thence

(2) S. 65° E., 190.08 feet; thence

(3) S. 44° 45' E., 332.32 feet; thence

(4) S. 52° E., 126.0 feet; thence leave the northeasterly side of said River Road and running

(5) N. 41° 25' E., 223.0 feet to the top of an existing bank; thence running along top of bank

(6) N. 45° 37' W., 588.0 feet; thence

(7) N. 39° 30' W., 142.90 feet; thence

(8) N. 29° 26' W., 182.14 feet to station in the northwesterly boundary of said Parcel "2" (29.30 acres); thence leave top of bank and running along last mentioned boundary

(9) S. 41° 25' W., 340.0 feet to the place of beginning.

Containing an area of 5.44 acres of land.

Courses all true.

Also excepting from said Parcel "2" that certain 0.84 acre tract of land hereinbefore described in Parcel "2" to be referred to as Exception (2).

Leave a total area of 246.08 acres of land for establishment of an agricultural preserve and application for land conservation contract.

# 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.

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 27th day of February 1973, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and WILLIAM DORRANCE and MILDRED MARIE DORRANCE hereinafter called "Owner".

WITNESSETH:

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

WHEREAS, the property is located in an agricultural preserve (No. 73-12) heretofore established by County by Resolution No. 73-34-12; and

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

NOW, THEREFORE, County and Owner agree as follows:

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

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

2. RESTRICTION ON USE OF PROPERTY

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

3. TERM OF CONTRACT

This contract shall become effective on the 28th day of

February, 1973, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL

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

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

5. NO COMPENSATION

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

6. SUCCESSORS IN INTEREST

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

7. DIVISION OF LAND

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

8. CONDEMNATION

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

land is required 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.

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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 8, 1973 and by County on February 27, 1973.

COUNTY OF MONTEREY

By _____
Chairman, Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF MONTEREY } ss

On this 27th day of February, 1973, before me, ERNEST A. MAGGINI, County Clerk of the County of Monterey, and ex-officio Clerk of the Board of Supervisors and of the Superior Court, in and for said County and State, personally appeared ELLIS P. TAVERNETTI, 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

William Dorrance
William Dorrance

Mildred Marie Dorrance
Mildred Marie Dorrance

Owner

REEL 830 PAGE 618

STATE OF CALIFORNIA )
COUNTY OF MONTEREY ) ss

On this 8th day of February, 19 73, before me _____, A Notary Public in and for the County of Monterey, State of California, residing therein, duly commissioned and sworn, personally appeared William Dorrance and Mildred Marie Dorrance

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.

Jane G. Rigmaiden

Notary Public in and for the _____ County of Monterey State of California.

My Commission Expires _____

OFFICIAL SEAL
JANE G. RIGMAIDEN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
MONTEREY COUNTY
My Commission Expires April 30, 1974

.RIPTION:

All that certain real property situate in the County of Monterey, State of California, described as follows:

In Township Sixteen (16) South, Range Three (3) East, Mount Diablo Meridian:

Of Section 35: The Whole
Of Section 36: The West half (W½)
Of Section 25: The Southwest Quarter (SW¼)
Of Section 26: The Southeast Quarter (SE¼)
ALSO Lots 1, 2, 3, and 4 of Section 2 in Township 17 South of Range 3, East of Mount Diablo Meridian.

Exhibit "A"

# EXHIBIT "B"

REEL 830 PAGE 620

## 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.

12. Removal of natural materials.

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 27th day of February 1973, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and PETER N. PEDRAZZI, GERTRUDE S. PEDRAZZI, AARON E. GRIB and IDA B. GRIB hereinafter called "Owner",

WITNESSETH:

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

WHEREAS, the property is located in an agricultural preserve (No. 73-12) heretofore established by County by Resolution No. 73-34-12; and

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

NOW, THEREFORE, County and Owner agree as follows:

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

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

2. RESTRICTION ON USE OF PROPERTY

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

3. TERM OF CONTRACT

This contract shall become effective on the 28th day of

February, 1973, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL

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

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

5. NO COMPENSATION

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

6. SUCCESSORS IN INTEREST

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

7. DIVISION OF LAND

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

8. CONDEMNATION

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

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

9. CANCELLATION

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

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

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

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

10. LIABILITY OF OWNER UPON CANCELLATION

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

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

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

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

11. NOTICES

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

12. COSTS OF LITIGATION

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

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed: by Owner on February 21, 1973 and by County on February 27, 1973.

COUNTY OF MONTEREY

By [signature]
Chairman, Board of Supervisors

STATE OF CALIFORNIA } ss
COUNTY OF MONTEREY }

On this 27th day of February, 1973, before me, ERNEST A. MAGGINI, County Clerk of the County of Monterey, and ex-officio Clerk of the Board of Supervisors and of the Superior Court, in and for said County and State, personally appeared ELLIS P. TAVERNETTI, known to me to be the Chairman of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

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

By [signature]
Deputy

[signature]
Peter N. Pedrazzi

[signature]
Gertrude S. Pedrazzi

Aaron E. Grib

Ida B. Grib

OWNER

REEL 830 PAGE 626

STATE OF CALIFORNIA }
COUNTY OF Monterey } ss

On this 21st day of February, 19 73, before me Karen E. Cohon, A Notary Public in and for the County of Monterey, State of California, residing therein, duly commissioned and sworn, personally appeared Peter N. Pedrazzi and Gertrude S. Pedrazzi

known to me to be the person s whose name s subscribed to the within instrument and acknowledged to me that th hey 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.

Karen E. Cohon

Notary Public in and for the _____ County of Monterey State of California.

My Commission Expires Sept. 22, 1974

KAREN E. COHON
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
MONTEREY COUNTY
My Commission Expires September 22, 1974

22 PARCEL I



All that certain real property situate in the County of Monterey, State of California, described as follows:

East half (E1/2) and East half of Southwest quarter (E1/2 of SW 1/4) of Section 24; North half (N1/2) of Section 25; Northeast quarter (NE1/4) of Section 26;

all in Township 16 South, Range 3 East of Mount Diablo Base and Meridian.

Lots 5, 6, 10, 11, 12, 13, 14 and 15 of Section 19; Lots 1, 2 and East half of Northwest quarter (E1/2 of NW1/4) of Section 30, all in Township 16 South, Range 4 of Mount Diablo Base and Meridian.

CONTAINING 1405.39 acres of land, more or less.

PARCEL II

All that real property situate in the County of Monterey, State of California, described as follows:

South half of the Southeast quarter (S1/2 of SE 1/4) and the Northeast quarter of the Southeast quarter (NE 1/4 of SE 1/4) of Section 13, in Township 16 South, Range 3 East of Mount Diablo Meridian, CONTAINING 120 acres of land, more or less.

ALL of Lots One (1), Four (4), Five (5), Eight (8) and Northeast quarter of Southwest quarter (NE 1/4 of SW 1/4) of Section 18, in Township 16 South of Range 4 East of Mount Diablo Meridian in the County of Monterey, State of California, CONTAINING 150.41 acres, more or less.

Exhibit "A"

# 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.

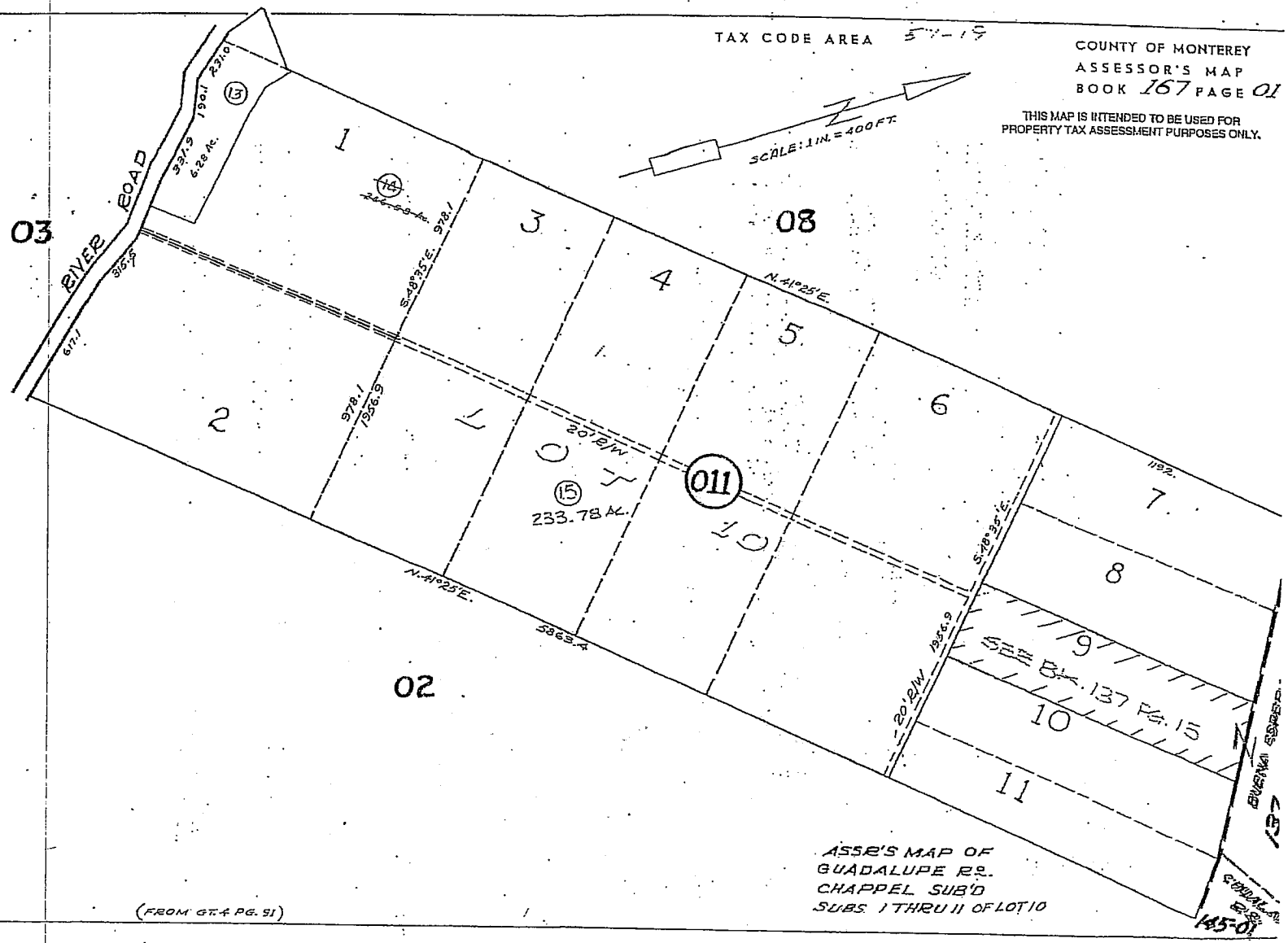
11. Public or private riding or hiking trails.

"END OF DOCUMENT"

TAX CODE AREA 5Y-19

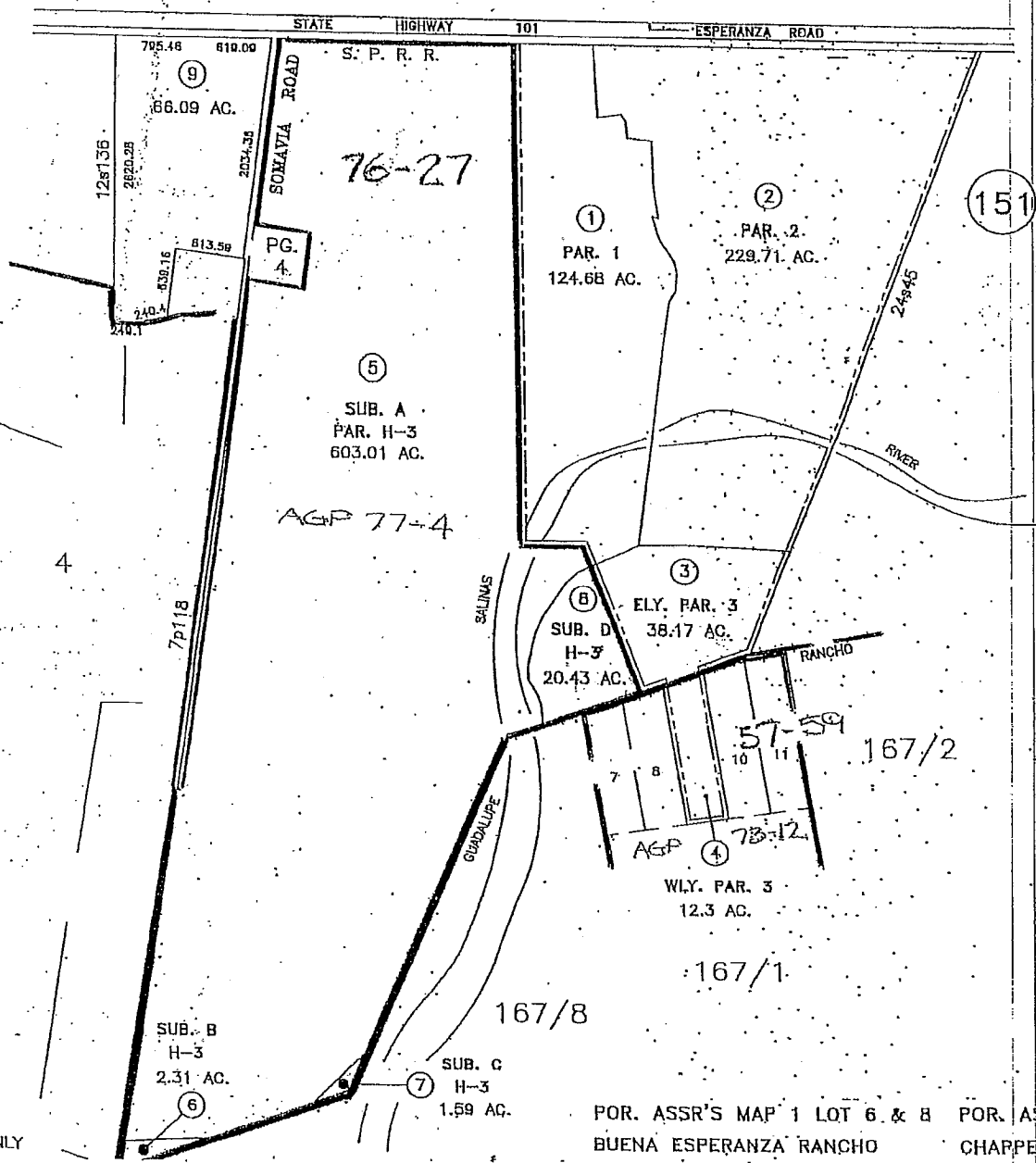
COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 167 PAGE 01

THIS MAP IS INTENDED TO BE USED FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY.



TAX CODE AREA

COUNTY OF MONTEREY
ASSESSOR'S MAP
BOOK 137 PAGE 15




THIS MAP IS INTENDED TO BE USED FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY

POR. ASSR'S MAP 1 LOT 6 & 8 BUENA ESPERANZA RANCHO

POR. ASSR'S MAP GUADALUPE RANCHO CHAPPEL SUBDIVISION LOT 9