

WHEN RECORDED MAIL TO:

Clerk to the Board Office, 1st Floor

Monterey County Government Center

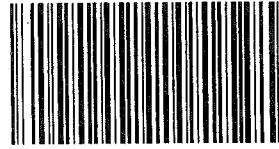
Salinas, CA 93901

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

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5/23/2013
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DOCUMENT: **2013032914**

Titles: 1/ Pages: 20



Fees.....
Taxes...
Other...
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LAND CONSERVATION CONTRACT No. 2004-007A

MICHAEL V. WING AND VICKI L. WING,
HUSBAND AND WIFE
as JOINT TENANTS

LAND CONSERVATION CONTRACT No. 2004-007A

Amending Land Conservation Contract No. 2004-007 per Monterey County Board of Supervisors Resolution No. 07-340

THIS CONTRACT is made and entered into as of the date opposite the respective signatures by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter called "County" and **Michael V. Wing and Vicky L. Wing, Husband and Wife as Joint Tenants**, hereinafter called "Owner."

WITNESSETH:

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

WHEREAS, the property is located in an Agricultural Preserve (**No. 2004-007**) heretofore established by County by **Resolution No. 2003-406**; and

WHEREAS, the property was the subject of a Lot Line Adjustment approved by County on September 25, 2007, by Resolution No. 07-340, RMA Planning Department File No. PLN050620 (WING) that, consistent with Government Code Section 51257, authorized the Board Chair to sign new or amended Land Conservation Contract No. 2004-007A to simultaneously rescind a portion of existing Land Conservation Contract No. 2004-007 as applicable to the reconfigured parcels only, and to execute new Land Conservation Contract No. 2004-007A, which shall be applicable to the reconfigured parcels; and

WHEREAS, prior to the September 26, 2009 expiration of the approved Lot Line Adjustment (PLN050620), Owners' made a timely request for a two year extension of said Lot Line Adjustment which was approved by County by Resolution No. 10-190 which extended the approval of said Lot Line Adjustment to September 26, 2011; and

WHEREAS, Owners' request for an additional two year extension of said Lot Line Adjustment (PLN100514) was considered at a noticed public hearing on or about July 31, 2012; and

WHEREAS, Owners' second request for an additional two year extension was approved by County by Resolution No. 12-230 on July 31, 2012; and

WHEREAS, on July 31, 2012, pursuant to Resolution No. 12-230, County eliminated and/or amended conditions of approval which previously required and/or referenced preparation of a Record of Survey and/or recordation of a Grant Deed for the reconfigured parcels; and

WHEREAS, conditions which previously required and/or referenced preparation of a Record of Survey and/or recordation of a Grant Deed for the reconfigured parcels have been eliminated and/or replaced with conditions and/or condition language which require Unconditional Certificates of Compliance and/or which reference said Certificates of Compliance in the Condition Compliance Matrix attached to Resolution No. 12-230 on file with the Clerk of the Board and RMA Planning Department File No. PLN100515 and incorporated by this reference; 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) as Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, or as the Williamson Act. This contract is subject to all of the provisions of this act including any amendments thereto which may be enacted from time to time.

2 RESTRICTION ON USE OF PROPERTY.

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

3. TERM OF CONTRACT.

This contract shall become effective on the date opposite the respective signatures and shall be recorded on or before the 31st day of December, in order to meet the January 1 property tax lien date and, shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL.

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

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

5. NO COMPENSATION.

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

6. SUCCESSORS IN INTEREST.

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

Nonetheless, each new Owner who succeeds to ownership of the aforesaid property shall be obliged to execute a new contract identical to or more restrictive than this contract in order to perfect his rights under the Land Conservation Act.

7. DIVISION OF LAND.

The property described in Exhibit A shall not be divided without the written approval of the County first had and obtained. This contract is divisible in the event the property described in Exhibit A is divided. Owner agrees to submit any proposed division to County for its approval and County, if it approves said division, shall, as a condition of its approval of the division, require the execution by Owner of contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract. The division of land under contract within an agricultural preserve will not be approved unless it can be reasonably established that there will be no loss in the production of food and fiber within the agricultural preserve from said division.

8. EMINENT DOMAIN OR OTHER ACQUISITION.

(a) When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit A is filed or when such land is acquired in lieu of eminent domain for a public improvement, as defined in Government Code Section 51290.5, by a public agency or person, or whenever there is any such action or acquisition by the federal government, or any person, instrumentality or agency acting under authority or power of the federal government, this contract becomes null and void as to the land actually being condemned or so acquired as of the date the action is filed or so acquired.

(b) Eminent domain or other acquisition proceedings shall be governed by the provisions of Article 6 (commencing with Government Code Section 51290 et seq). Notice of intent to consider land in agricultural preserve pursuant to this contract for condemnation or acquisition, shall be provided by the public agency, or person, or authorized agent, to the Director of Conservation and to the local governing body responsible for the administration of the preserve in accordance with Government Code Sections 51291 and 51291.5. The Director of Conservation shall provide a copy of any material received from the public agency, or person, or authorized agent, relating to the proposed acquisition, to the Secretary of Food and Agriculture in accordance with Section 51291(b). When land in an agricultural preserve pursuant to this contract is acquired by a public agency, the public agency shall notify the Director of Conservation within 10 working days in accordance with Government Code Section 51291(c).

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

6 filed by the Director of Conservation or local governing body administering the preserve shall be governed by Government Code Section 51294 (Government Code Section 51291(e)).

9. CANCELLATION.

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

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

(b) Prior to the adoption of a resolution consenting to the request of the landowner to cancel this contract, the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under contract within the agricultural preserve in which the property described in Exhibit A is located, and shall be published pursuant to Government Code Section 6061. In addition, at least 10 working days prior to the hearing, a notice of hearing and a copy of the landowner's petition shall be mailed to the Director of Conservation pursuant to Government Code Section 51284. At the hearing, or prior thereto, the owner of any property in which this agricultural preserve is situated may protest such cancellation to the Board of Supervisors.

(c) The Board of Supervisors may adopt a resolution consenting to the request of Owner to cancel this contract only if they find: (1) The cancellation is consistent with the purposes of the California Land Conservation Act of 1965 as amended; and (2) the cancellation is in the public interest (Government Code Section 51282).

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

10. LIABILITY OF OWNER UPON CANCELLATION.

(a) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this contract, the County Assessor shall, pursuant to Revenue and Taxation Code Section 401, determine the full cash value of the land as though it were free of the contractual restrictions imposed by this contract. The Assessor shall certify to the Board of Supervisors the cancellation valuation of the land for the purpose of determining the cancellation fee.

(b) The Board of Supervisors shall thereafter and prior to giving tentative approval to the cancellation of this contract determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 12 ½ percent of the cancellation valuation of the property.

(c) If the Board of Supervisors recommends that it is in the public interest to do so, and the Secretary of the Resources Agency so finds, the Board may waive any such payment or any portion thereof, or may make such payment or portion thereof, or may extend the time for making the payment or a portion of the payment contingent upon the future use made of the property and its economic return to Owner for a period of time not to exceed the unexpired term of the contract had it not been canceled, provided: (1) the cancellation is caused by an involuntary transfer or change in the use which may be made of the property and the property is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to Owner; and (2) the Board of Supervisors has determined it is in the best interests of the program to conserve agricultural land use that such payment be either deferred or is not required; and (3) the waiver or extension of time is approved by the Secretary of the Resources Agency pursuant to Government Code Section 51283.

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

11. NOTICES.

All notices required or permitted by this contract shall be given in writing and may be mailed or delivered in person. If mailed, the address of Owner shall be the last known address on the assessment records of County, and County's address shall be In Care of Clerk of the Board of Supervisors, Government Center, 168 W. Alisal Street, First Floor, Salinas, California 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

12. COSTS OF LITIGATION.

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

13. ENFORCEMENT.

In the event of breach of this contract, including but not limited to: (1) incompatible use, or (2) failure of successors in interest to sign a contract similar to this one, or (3) failure to obtain the approval of the Board of Supervisors for a division of the land under contract, all the affected property under contract shall be reassessed at full cash value pursuant to Revenue and Taxation Code Section 110.1.

However, such reassessment for the period encompassed by the breach shall not terminate the contract. Reassessment shall be in addition to the other remedies available to the County including, but not limited to, an action to enforce the contract by specific enforcement or injunction under Government Code Section 51251.

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

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

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

COUNTY OF MONTEREY

Dated: 5-15-2013

By: Fernando Armenta
FERNANDO ARMENTA
Chair, Board of Supervisors

ACKNOWLEDGMENT

State of California)
County of Monterey)

On May 15, 2013, 2013, before me, Gail T. Borkowski
Clerk of the Board of Supervisors, personally appeared Fernando Armenta, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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

By: Gail T. Borkowski

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

[COUNTY SEAL]:

OWNER:
Michael V. Wing and Vicky L. Wing
Husband and Wife, as Joint Tenants

Dated: 3-6-2013



Michael V. Wing

Dated: 3-6-2013



Vicky L. Wing

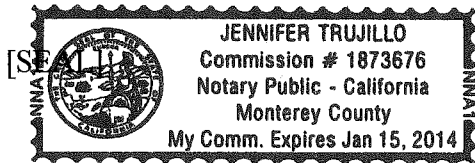
STATE OF CALIFORNIA
COUNTY OF MONTEREY

On 3/6, 2013, before me, Jennifer Trujillo,
Notary Public, personally appeared MICHAEL V. WING, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

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

WITNESS my hand and official seal.

Jennifer Trujillo
Notary Public



STATE OF CALIFORNIA
COUNTY OF MONTEREY

On 3/6, 2013, before me, Jennifer Trujillo,
Notary Public, personally appeared VICKY L. WING, who proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/ signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Jennifer Trujillo
Notary Public

[SEAL]

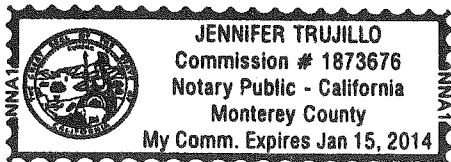


EXHIBIT A
(Legal Description)

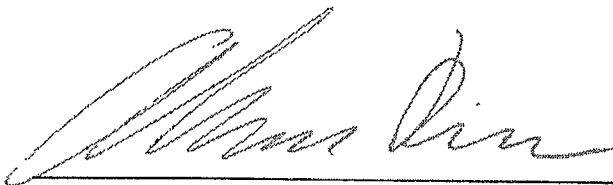
LOT 1A

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

All that portion of the Southeast Quarter of Section 21, Township 20 South, Range 12 East, Mount Diablo Base and Meridian, lying along, contiguous to and Southwesterly from California State Highway 198, also known as Long Valley Road.

APN 042-161-033

This description was prepared under my supervision in November, 2012 at the request of Kevin Emery.



Adam S. Rivera

PLS 8451

1/23/13
Date



< END OF DESCRIPTION >

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THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.

NW1/4

NE1/4

21

STATE HWY 198 (AKA LONG VALLEY ROAD)

2" IRON PIPE
RE 3845

SW1/4

SE1/4

N76°52'15"E
219.52'

2" IRON PIPE
TAGGED AS SHOWN:

PARCEL 1A

C M P L
M P 86
+ 350






1255.35'
2658.85'

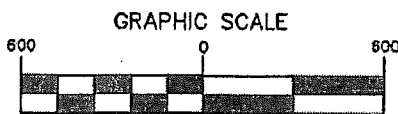
1403.50'
N00°44'48"E

2" IRON PIPE
NO TAG

T 20 N, R 12 E, MDB&M

LEGEND

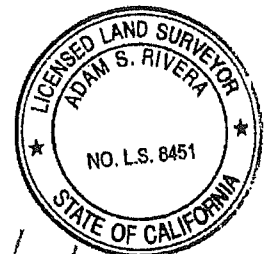
-  SUBJECT BOUNDARY LINE
-  ADJOINING BOUNDARY LINE
-  SECTION SUBDIVISION LINE
-  SURVEY TIE
-  IRON PIPE AS NOTED



(IN FEET)
1 inch = 600 ft.



ALL DISTANCES AND BEARINGS ARE GRID DIMENSIONS (STATE PLANE COORDINATE SYSTEM 1983, ZONE 4). MULTIPLY DISTANCES BY 1.000138189 TO OBTAIN GROUND DISTANCES, AND ROTATE BEARINGS BY -0°59'51" TO OBTAIN TRUE NORTH



Adam S. Rivera 1/23/13

HOGAN LAND SERVICES
A CALIFORNIA CORPORATION

541 FARMERS LANE
SANTA ROSA, CA 95405 www.hoganls.com
Tel (707) 544-2104
Fax (707) 522-2105

LEGAL DESCRIPTION EXHIBIT
EXHIBIT _____

PREPARED BY:

MDD 11/27/12

REVISED BY:

1 OF 1

RECORDED
2 OCT 16 PACIFIC

EXHIBIT A
(Legal Description)
LOT 2A

The land referred to herein below is situated in an unincorporated area, Counties of Monterey and Fresno, State of California, and is described as follows:

All that portion of the Southwest Quarter of Section 22, Township 20 South, Range 12 East, Mount Diablo Base and Meridian, lying along, contiguous to and Southwesterly from California State Highway 198, also known as Long Valley Road, and the West Half of the Northwest Quarter of Section 27 of said Township and Range.

Excepting therefrom that Certain Tract of Land in Deed from Roxana Newsome to Charles William Bell, et ax, Dated August 28, 1969 and recorded in Reel 620 of Official Records, at Page 402 Monterey County Records and more particularly described as follows:

BEGINNING at a point North 11°38'51" East, 915.12 feet (North 10°10'30" East, 915.26 feet, Bell deed), from the Southwest Corner of Section 22, Township 20 South, Range 12 East, Mount Diablo Base and Meridian, said point and said Section Corner are each marked by a 2" iron pipe, no tag;

THENCE North 26°10'15" East, 308.80 feet (North 24°40'35" East, 308.85 feet, Bell deed), to a point marked by a 2" iron pipe, no tag;

THENCE South 41°59'18" East, 251.01 feet (South 43°32'15" East, 250.80 feet, Bell deed), to a point marked by a 2" iron pipe, no tag;

THENCE South 43°15'48" West, 221.87 feet (South 41°41'45" West, 222.41 feet, Bell deed), to a point marked by a 2" iron pipe, no tag;

THENCE North 63°25'24" West, 112.36 feet (North 64°49'15" West, 112.51 feet, Bell deed), to a point marked by a 2" iron pipe, no tag;

THENCE North 68°06'19" West, 55.57 feet (North 69°30'15" West, 55.35 feet, Bell deed), to the **POINT OF BEGINNING**;

Also excepting therefrom the land described as follows:

COMMENCING at the corner of Sections 21, 22, 27, and 28 Township 20 South, Range 12 East, Mount Diablo Base and Meridian, being marked by a 2 inch iron pipe, no tag;

(Continued)

THENCE along the common boundary of Sections 22 and 27 North 88°37'04" East, 648.66 feet to the **POINT OF BEGINNING** of the land described herein;

THENCE South 00°54'59" East, 2165.57 feet;

THENCE North 89°09'28" East, 648.64 feet to a point on the easterly boundary of the West Half of the Northwest Quarter of Section 27;

THENCE along the easterly boundary of the West Half of the Northwest Quarter of Section 27 North 00°54'59" West, 2171.68 feet to the West Sixteenth Corner between Sections 22 and 27;

THENCE along the common boundary of Sections 22 and 27 North 88°37'04" East, 50.88 feet to the southwesterly Right of Way of State Highway 198 (also known and Long Valley Road);

THENCE along the southwesterly Right of Way of State Highway 198 North 41°38'39" West, 1344.94 feet;

THENCE continuing along the southwesterly Right of Way of State Highway 198 along a curve to the left with a radius of 1959.78 feet through a central angle of 5°33'43" for a length of 190.24 feet to a point on the northwesterly boundary of that certain tract of land conveyed by Deed from Roxana Newsome to Charles William Bell, et ax, dated August 28, 1969 and recorded in Reel 620 of Official Records at Page 402, Monterey County Records, being marked by a 2" iron pipe, no tag;

THENCE along the northwesterly boundary of said Lands of Bell South 26°10'15" West, 308.80 feet (North 24°40'35" East, 308.85 feet, Bell deed) to the most westerly corner of said Lands of Bell being marked by a 2 inch iron pipe, no tag;

THENCE along the southwesterly boundary of said Lands of Bell South 68°06'19" East, 55.57 feet (North 69°30'15" West, 55.35 feet, Bell deed) to an angle point being marked by a 2 inch iron pipe, no tag;

THENCE continuing along the southwesterly boundary of said Lands of Bell South 63°25'24" East, 112.36 feet (North 64°49'15" West, 112.51 feet, Bell deed) to the most southerly corner of said Lands of Bell being marked by a 2 inch iron pipe, no tag;

THENCE leaving the Lands of Bell and continuing along an extension of the aforementioned course along the southwesterly boundary of said Lands of Bell South 63°25'24" East (North 64°49'15" West, Bell deed), 336.70 feet to a point which bears North 00°54'59" West of the **POINT OF BEGINNING**;

THENCE South 00°54'59" East to the **POINT OF BEGINNING**.

(Continued)

APPROVED A
2014 4 08 10 AM

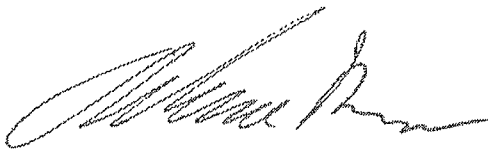
Containing 63.59 acres

Portion of APN 042-161-011 and 16

The bearings and distances used in the above description are based on the State Plane Coordinate System of 1983, Zone 4.

Multiply the above distances by 1.000138189 to obtain ground level distances. Rotate the bearings by the Convergence angle of $-0^{\circ}59'51''$ to obtain True North. All "Bell deed" distances and bearings are ground as stated in said Bell Deed.

This description, and the bearings and distances stated herein, are based on a survey performed by me, and this description was prepared under my supervision in November, 2012 at the request of Kevin Emery.



Adam S. Rivera

PLS 8451

1/23/13

Date

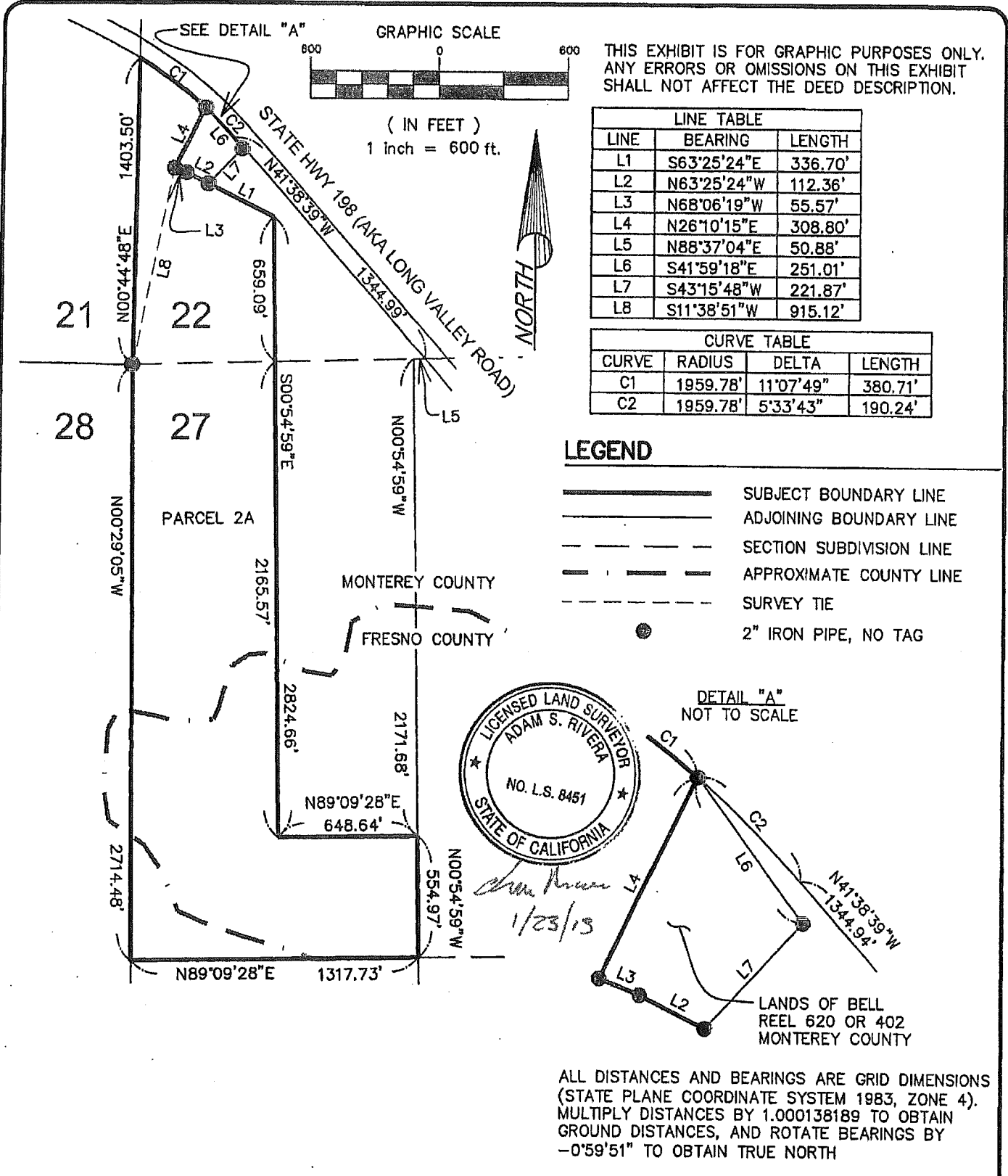


< END OF DESCRIPTION >

A

5 10

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HOGAN LAND SERVICES
A CALIFORNIA CORPORATION
541 FARMERS LANE
SANTA ROSA, CA 95405
www.hoganls.com
Tel (707) 544-2104
Fax (707) 522-2105

LEGAL DESCRIPTION EXHIBIT
EXHIBIT _____

PREPARED BY: MDD
REVISED BY: 11/27/12
1 OF 1

EXHIBIT A
(Legal Description)

LOT 3A

The land referred to herein below is situated in an unincorporated area, Counties of Monterey and Fresno, State of California, and is a portion of Sections 22 and 27, Township 20 South, Range 12 East, Mount Diablo Base and Meridian, and more particularly described as follows:

COMMENCING at the corner of Sections 21, 22, 27, and 28 of said Township and Range being marked by a 2 inch iron pipe, no tag;

THENCE along the common boundary of Sections 22 and 27 North 88°37'04" East, 648.66 feet to the **POINT OF BEGINNING** of the land described herein;

THENCE South 00°54'59" East, 2165.57 feet;

THENCE North 89°09'28" East, 648.64 feet to a point on the easterly boundary of the West Half of the Northwest Quarter of Section 27;

THENCE along the easterly boundary of the West Half of the Northwest Quarter of Section 27 North 00°54'59" West, 2171.68 feet to the West Sixteenth between Sections 22 and 27;

THENCE along the common boundary of Sections 22 and 27 North 88°37'04" East, 50.88 feet to the southwesterly Right of Way of State Highway 198 (also known and Long Valley Road);

THENCE along the southwesterly Right of Way of State Highway 198 North 41°38'39" West, 1344.99 feet;

THENCE continuing along the southwesterly Right of Way of State Highway 198 along a curve to the left with a radius of 1959.78 feet through a central angle of 5°33'43" for a length of 190.24 feet to a point on the northwesterly boundary of that certain tract of land conveyed by Deed from Roxana Newsome to Charles William Bell, et ax, dated August 28, 1969 and recorded in Reel 620 of Official Records at Page 402, Monterey County Records, being marked by a 2" iron pipe, no tag;

THENCE along the northwesterly boundary of said Lands of Bell South 26°10'15" West, 308.80 feet (North 24°40'35" East, 308.85 feet, Bell deed) to the most westerly corner of said Lands of Bell being marked by a 2 inch iron pipe, no tag;

(Continued)

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PAGE 7 OF 10

THENCE along the southwesterly boundary of said Lands of Bell South 68°06'19" East, 55.57 feet (North 69°30'15" West, 55.35 feet, Bell deed) to an angle point being marked by a 2 inch iron pipe, no tag;

THENCE continuing along the southwesterly boundary of said Lands of Bell South 63°25'24" East, 112.36 feet (North 64°49'15" West, 112.51 feet, Bell deed) to the most southerly corner of said Lands of Bell being marked by a 2 inch iron pipe, no tag;

THENCE leaving the Lands of Bell and continuing along an extension of the aforementioned course along the southwesterly boundary of said Lands of Bell South 63°25'24" East (North 64°49'15" West, Bell deed), 336.70 feet to a point which bears North 00°54'59" West of the **POINT OF BEGINNING**;

THENCE South 00°54'59 East to the **POINT OF BEGINNING**.

Excepting therefrom that certain tract of land conveyed by Deed from Roxana Newsome to Charles William Bell, et ax, dated August 28, 1969 and recorded in Reel 620 of Official Records at Page 402, Monterey County Records, and more particularly described as follows:

BEGINNING at a point North 11°38'51" East, 915.12 feet (North 10°10'30" East, 915.26 feet, Bell deed), from the Southwest Corner of Section 22, Township 20 South, Range 12 East, Mount Diablo Base and Meridian, said point and said Section Corner are each marked by a 2" iron pipe, no tag;

THENCE North 26°10'15" East, 308.80 feet (North 24°40'35" East, 308.85 feet, Bell deed), to a point marked by a 2" iron pipe, no tag;

THENCE South 41°59'18" East, 251.01 feet (South 43°32'15 East, 250.80 feet, Bell deed), to a point marked by a 2" iron pipe, no tag;

THENCE South 43°15'48" West, 221.87 feet (South 41°41'45" West, 222.41 feet, Bell deed), to a point marked by a 2" iron pipe, no tag;

THENCE North 63°25'24" West, 112.36 feet (North 64°49'15" West, 112.51 feet, Bell deed), to a point marked by a 2" iron pipe, no tag;

THENCE North 68°06'19" West, 55.57 feet (North 69°30'15" West, 55.35 feet, Bell deed), to the **POINT OF BEGINNING**;

Containing 40.00 acres

(Continued)

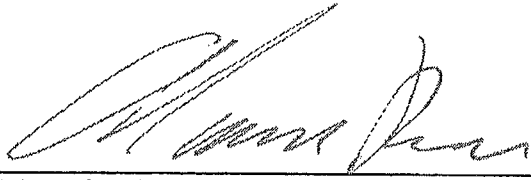
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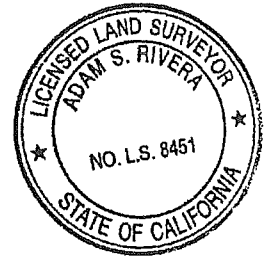
Portion of APN 042-161-011 and 16

The bearings and distances used in the above description are based on the State Plane Coordinate System of 1983, Zone 4.

Multiply the above distances by 1.000138189 to obtain ground level distances. Rotate the bearings by the Convergence angle of $-0^{\circ}59'51''$ to obtain True North. All "Bell deed" distances and bearings are ground as stated in said Bell Deed.

This description, and the bearings and distances stated herein, are based on a survey performed by me, and this description was prepared under my supervision in November, 2012 at the request of Kevin Emery.

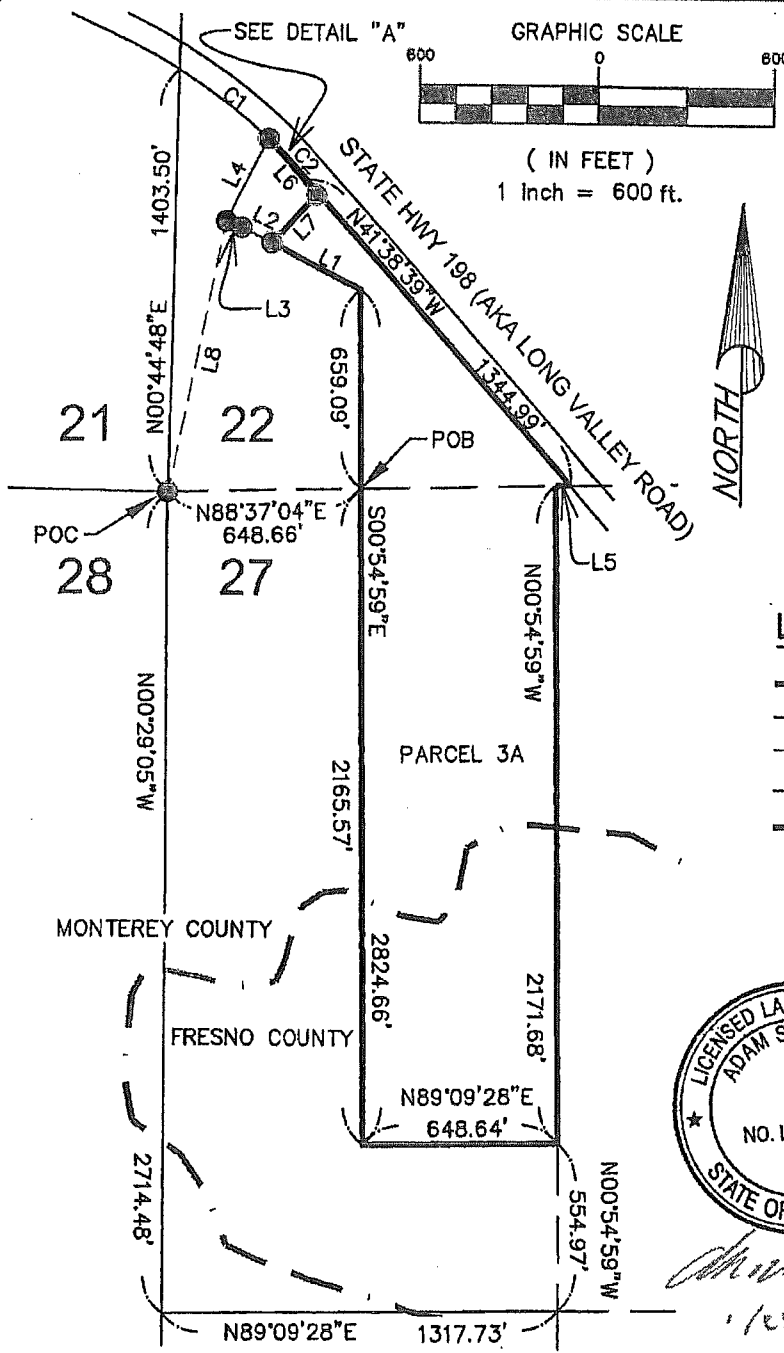

Adam S. Rivera PLS 8451 1/25/13 Date



< END OF DESCRIPTION >

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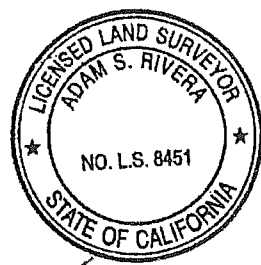
ALL DISTANCES AND BEARINGS ARE GRID DIMENSIONS (STATE PLANE COORDINATE SYSTEM 1983, ZONE 4). MULTIPLY DISTANCES BY 1.000138189 TO OBTAIN GROUND DISTANCES, AND ROTATE BEARINGS BY -0°59'51" TO OBTAIN TRUE NORTH

| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L1 | S63°25'24"E | 336.70' |
| L2 | N63°25'24"W | 112.36' |
| L3 | N68°06'19"W | 55.57' |
| L4 | N26°10'15"E | 308.80' |
| L5 | N88°37'04"E | 50.88' |
| L6 | S41°59'18"E | 251.01' |
| L7 | S43°15'48"W | 221.87' |
| L8 | S11°38'51"W | 915.12' |

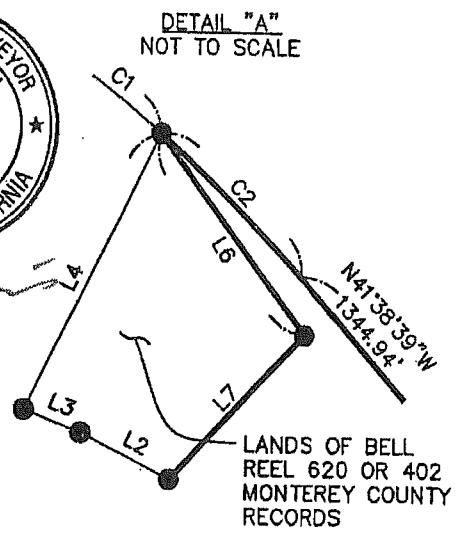
| CURVE TABLE | | | |
|-------------|----------|-----------|---------|
| CURVE | RADIUS | DELTA | LENGTH |
| C1 | 1959.78' | 11°07'49" | 380.71' |
| C2 | 1959.78' | 5°33'43" | 190.24' |

LEGEND

- SUBJECT BOUNDARY LINE
- ADJOINING BOUNDARY LINE
- SURVEY TIE
- SECTION SUBDIVISION LINE
- APPROXIMATE COUNTY LINE
- 2" IRON PIPE, NO TAG
- POC
- POB



Adam S. Rivera
1/25/13



THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.

HOGAN LAND SERVICES
A CALIFORNIA CORPORATION
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LEGAL DESCRIPTION EXHIBIT
EXHIBIT _____

| | |
|--------------|-------------|
| PREPARED BY: | REVISED BY: |
| MDD | 11/27/12 |

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EXHIBIT "B"
LAND CONSERVATION CONTRACT
COMPATIBLE USES

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

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced.
2. Structures necessary and incidental to the agricultural use of the land.
3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner. Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.
4. Dwelling for persons employed by owner or lessee and the family of employee or lessee incidental to the agricultural use of the land.
5. An aircraft landing strip incidental to the agricultural use of the land.
6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.
7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.
8. Public or private hunting of wildlife or fishing.
9. Public or private hunting clubs and accessory structures.
10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.
11. Public or private riding or hiking trails.
12. Removal of natural materials.
13. Disposal site for oil field wastes, provided that any such use shall be made only in accordance with the use permit and other permits issued by the County of Monterey and the California Regional Water Quality Board and such other governmental authority as may have jurisdiction over this use. "Wastes received (discharged) at the site have been, and will continue to be, limited to petroleum and oil field wastes, such as muds, oily water, tank bottom wastes, and brine waters."