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G 05192

RECORDED AT REQUEST OF

REEL 689 PAGE 520

William H. Proffers
FEB 26 1 41 PM '71

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

NO FEE

LAND CONSERVATION CONTRACT

REEL 689 PAGE 520

THIS CONTRACT made and entered into this 10th day of
February 1971, by and between the COUNTY OF
MONTEREY, a political subdivision of the State of California,
hereinafter called "County" and SUMNER D. GOULD and ANNA M. GOULD
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. 71-31) heretofore established by County by Resolution
No. 71-14-31; 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 (commenc-
ing 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

FEB 26 1971

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February, 1971, 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 5, 1971 and by County on February 10, 1971.



COUNTY OF MONTEREY

By Arthur Atteridge
Chairman, Board of Supervisors

STATE OF CALIFORNIA } ss
COUNTY OF MONTEREY }

On this 10th day of February, 1971, 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 Arthur Atteridge, 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 H. Lukinbill
Deputy

Summer D. Gould
Summer D. Gould

Anna M. Gould
Anna M. Gould

STATE OF CALIFORNIA ss
COUNTY OF Monterey

On this 5th day of February, 1971, before me
Mary W. Willis A Notary Public in and for
the County of Monterey, State of California,
residing therein, duly commissioned and sworn, personally appeared

Thomas D. Gould and Anna M. Gould

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 Monterey the day and year
in this certificate first above written.

Mary W. Willis
Notary Public in and for the said County of Monterey
State of California.

My Commission Expires Nov. 28, 1973

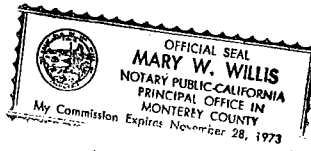


EXHIBIT "A"

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

PARCEL 1:

All that part of Sections 16, 20 and 21 of Township 19 South, Range 6 East, M.D.B.M., in Monterey County, State of California, described as follows, to-wit:

BEGINNING at a redwood post standing at the 1/8 Section corner at the N.W. corner of Lot 1 of Section 20, Township 19 South, Range 6 East., thence along the line of the 1354.117 acre tract conveyed by A. B. Colburn to Willis J. Towne, by deed dated October 24, 1922 and recorded in Volume 8 of Official Records at page 222 in the office of the Recorder of Monterey County, with the following four (4) courses and distances:

S. 62-1/2° E., 597.96 feet to a stake marked S.1. on the east bank of Vaquero Creek, from which stake the 1/4 section post on the line between Sections 20 and 21 bears N. 71° 35' E., 777.48 feet distant; S. 88° E., 1452 feet to a stake in the N. 1/2 of Lot 8 of Section 21 marked S2; N. 53° 40' E., 1445.4 feet to a stake in the S.E. 1/4 of the N.W. 1/4 of Section 21 marked S4; N. 67° E., 370.92 feet to a stake marked S5; thence leaving boundary line of the said 1354.117 acre tract and running the following six (6) courses and distances: N. 13° 08' E., 483.0 feet; N. 33° 54' E., 495.0 feet; N. 19° 52' W., 916.0 feet; N. 22° 55' W., 584.0 feet; N. 59° 40' W., 671.0 feet; N. 76° 39' W., 360.0 feet to a point in the channel of the Arroyo Seco; thence along the channel of the Arroyo Seco up stream with the following ten (10) courses and distances: S. 4-1/2° E., 530.0 feet; S. 7° E., 434.0 feet; S. 17° W., 670.0 feet; S 45-1/2° W., 356.0 feet; S. 59-1/2° W., 295.0 feet; S. 68-1/2° W., 345.0 feet; S. 68° W., 618.0 feet; S. 44-3/4° W., 414.0 feet; S. 54-1/2° W., 434.0 feet; S. 84-1/2° W., 395.0 feet; thence leaving said channel and running S. 6° E., 286.0 feet to station; thence S. 8-3/4° E., 261.0 feet to the place of beginning.

Containing 153.7 acres of land, more or less. Courses all true, variation of the magnetic needle being 17° 30' East.

PARCEL 2:

Lot 4 of Section 4 and Southwest quarter of Northwest quarter of Section 9, Township 19 South, Range 6 East, Mount Diablo Base and Meridian.

PARCEL 3:

That portion of Southeast quarter of Section 16, Township 19 South, Range 6 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the South quarter corner of said Section 16; thence along the South line of said Section 16, S. 89° 37' E., 2185.9 feet; thence N. 14° 45' W., 388.4 feet; thence N. 79° 41' W., 1846 feet; thence S. 21° 20' W., 743.8 feet to the point of beginning; containing 24.9 acres, more or less;

EXCEPTING all mineral rights, including oil, gas and other

(Continued)

hydrocarbon substances, as reserved by A. B. Colburn in Deed dated January 7, 1935, recorded in Volume 421 Official Records of Monterey County at page 241.

PARCEL 4:

That portion of Section 21, Township 19 South, Range 6 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING on the North line of said Section 21, N. 89° 37' W., 421.3 feet from the Northeast corner thereof and on the boundary of the 1354.117 acre tract conveyed by A. B. Colburn to Willis J. Towne, by Deed recorded in Volume 8 Official Records at page 222, Monterey County Records, N. 14° 45' W., 104 feet from Station "S8" of said boundary; thence along said North line of Section 21, N. 89° 37' W., (at 2185.9 feet the North quarter corner of said Sec. 21) 2754.5 feet to the boundary of the 153.7 acre tract conveyed by A. B. Colburn to John A. Bence, by Deed recorded in Volume 68 Official Records of Monterey County at page 400; thence along the boundary of said 153.7 acre tract S. 22° 55' E., 186.2 feet, S. 19° 52' E., 916 feet, S. 33° 54' W., 495 feet, and S. 13° 08' W., 483 feet to Station "S5", in the boundary of said 1354.117 acre tract; thence along said last mentioned boundary, S. 70° 20' E., 766 feet to Station "S6" thereof, N. 65° E., 1914 feet to Station "S7" thereof, N. 13° 30' E., 1240 feet to Station "S8" thereof, and N. 14° 45' W., 104 feet to the point of beginning, containing 99.82 acres;

EXCEPTING that portion beginning at the North quarter corner of said Section 21; thence S. 25 feet; thence W., 480 feet; thence N. 25 feet to said North line of Section 21; thence E. 480 feet to the point of beginning, containing .275 acres;

ALSO EXCEPTING all minerals of every kind and all oil, petroleum, asphaltum, gas and all other hydrocarbon substances.

ALSO a right of way 40 feet in width, to be used in common with others, extending from the Northwest corner of said 99.82 acre tract Northwesterly along the line of said 153.7 acre tract to the edge of the bluff and thence Northerly down along the face of said bluff on a grade of not less than 10% to foot of bluff and thence in the same general direction to the channel of the Arroyo Seco.

PARCEL 5:

Lot 3, Southeast quarter of Northwest quarter, Northeast quarter of Southwest quarter of Section 5, Township 20 South, Range 6 East, Mount Diablo Base and Meridian, containing 129.95 acres of land, according to the United States Government Survey thereof;

EXCEPTING oil and mineral rights reserved in Deed from George W. Furman, executor of the will of Martin Iverson, deceased, to S. D. Gould, dated May 26, 1947, recorded July 15, 1947 in Volume 988 of Official Records at page 102, Monterey County Records.

(Continued)

PARCEL 6:

The southwest quarter of the Southeast quarter, East half of Southeast quarter, and Lots 2, 7 and 8 (which lots are also described as West half of Northeast quarter and Southeast quarter of Northeast quarter) of Section 17, containing 241.35 acres; also all that portion of the North half of Northeast quarter of Section 19, lying south of the county road leading up the Arroyo Seco, containing 30 acres, more or less, all in Township 19 South of Range 6 East of Mount Diablo Base and Meridian.

PARCEL 7:

The Northeast quarter of the Northwest quarter, the West half of the Northeast quarter of Section 29, Township 19 South, Range 6 East, Mount Diablo Base and Meridian, together with a 20 foot right of way over the Northwest quarter of the Southeast quarter of said Section 29, from the Southwest quarter of the Northeast quarter to the Northeast quarter of the Southeast quarter, as reserved in a certain deed dated January 22, 1923, and recorded in Volume 14 Official Records at page 170, Monterey County, California.

PARCEL 8:

Lot 4 and South half of Northwest quarter and Northeast quarter of Southwest quarter of Section 4, Township 20 South, Range 6 East of Mount Diablo Base and Meridian, containing an area of 168.98 acres, more or less, according to the United States Government Survey thereof.

PARCEL 9:

Lots 5 and 6 of Section 19, Township 19 South of Range 6 East of Mount Diablo Base and Meridian, containing an area of 84.80 acres, more or less, according to the United States Government Survey thereof.

PARCEL 10:

The East half of Northeast quarter and East half of Southeast quarter of Section 32, Township 19 South of Range 6 East of Mount Diablo Base and Meridian, containing an area of 160 acres, more or less, according to the United States Government Survey thereof.

PARCEL 11:

The East half of the Northeast quarter and East half of Southeast quarter of Section 29 in Township 19 South of Range 6 East of Mount Diablo Base and Meridian, containing an area of 160 acres of land, more or less, according to the United States Government Survey thereof.

PARCEL 12:

Lots 1 and 8, and the Northeast quarter of Northwest quarter and Northwest quarter of Northeast quarter of Section 30, Township 19 South of Range 6 East of Mount Diablo Base and Meridian, containing 174.87 acres, more or less, according to the United States Government

(Continued)

Parcel 12 (Continued)

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Survey thereof.

PARCEL 13:

The Southeast quarter of the Northeast quarter, North half of the Southeast quarter, the Southeast quarter of Southwest quarter, and all that portion of Lot 4 and of the Northeast quarter of Southwest quarter lying south and east of northwesterly bank of the Arroyo Seco, and all that portion of the Southwest quarter of Northeast quarter lying South and East of the County Road leading up the Arroyo Seco of Section 19, Township 19 South of Range 6 East of Mount Diablo Base and Meridian, containing about 230 acres, more or less.

PARCEL 14:

All of Section 20, Township 19 South of Range 6 East of Mount Diablo Base and Meridian, containing 643.84 acres, more or less, according to the United States Government Survey thereof,

EXCEPTING therefrom that portion of Northwest quarter of the northwest quarter of said Section lying north and west of the county road, and

ALSO EXCEPTING from said Section 20 that portion thereof conveyed by Sumner D. Gould to Charles Pettitt, by Deed dated April 30, 1915 and particularly described as follows, to-wit:

BEGINNING at the southeast corner of said Section 20; thence running due west until the south boundary line of said Section intersects the east bank of Vaquero Creek; thence following the east bank of said Vaquero Creek and in a northerly direction to a point where the said east bank of Vaquero Creek intersects a travelled road; thence westerly following the center of said travelled road to a point on the west bank of said Vaquero Creek; thence down said Vaquero Creek following the west bank thereof to the intersection of said Vaquero Creek with the Arroyo Seco Creek; thence due north to the center of the channel of the Arroyo Seco Creek; thence following the center of the channel of said Arroyo Seco Creek in a general easterly course to a point where the center of said channel intersects the easterly line of said Section 20; thence south along the said easterly line of said Section 20 to the place of beginning.

Net acres 510, more or less.

PARCEL 15:

All that portion of the Northwest quarter of Section 21, Township 19 South of Range 6 East of Mount Diablo Base and Meridian, lying north and west of the middle of the channel of the Arroyo Seco Creek, containing 27.176 acres, more or less; the remainder of said northwest quarter having been conveyed by Charles T. Romie to Charles Pettitt by Deed dated December 5, 1902, to which deed, recorded in Volume 73 of Deeds, at page 195, records of Monterey County, reference is hereby made for a particular description of said tract so conveyed.

(Continued)

PARCEL 16:

All of that portion of Sections 15 and 16, Township 19 South, Range 6 East, Mount Diablo Base and Meridian, lying north and west of the middle of the channel of Arroyo Seco Creek, containing 334 acres, more or less.

PARCEL 17:

The Southeast quarter of Northeast quarter (also described as Lot 7) of Section 30, and the South half of the Northwest quarter of Section 29, Township 19 South of Range 6 East of Mount Diablo Base and Meridian, containing an area of 129.25 acres, more or less, according to the United States Government Survey thereof.

EXCEPTING coal and other minerals as reservdd in the United States Patent to said lands.

PARCEL 18:

Lots 2, 3, 4 and 5, the Southeast quarter of the Southwest quarter and the West half of the Southwest quarter of Section 9; Lot 3 and the Southwest quarter of the Southwest quarter of Section 4; Lots 9 and 16 of Section 5; and Lots 8 and 9 of Section 8, all in Township 19 South, Range 6 East, Mount Diablo Base and Meridian, containing 484.91 acres, more or less.

PARCEL 19:

Lot 1 of Section 8 and Lot 1 of Section 9, Township 19 South, Range 6 East, Mount Diablo Base and Meridian.

PARCEL 20:

The Southwest quarter and the West half of the Southeast quarter of Section 29, in Township 19 South, Range 6 East, Mount Diablo Base and Meridian.

PARCEL 21:

Lots 5 and 6 and the Northwest quarter of the Southeast quarter of Section 30 in Township 19 South, Range 6 East, Mount Diablo Base and Meridian.

PARCEL 22:

The Northeast quarter of the Northeast quarter of Section 31 in Township 19 South, Range 6 East, Mount Diablo Base and Meridian.

PARCEL 23:

The North half of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section 32 in Township 19 South, Range 6 East, Mount Diablo Base and Meridian.

(Continued)

PARCEL 24:

North half of Northeast quarter and Northeast quarter of Northwest quarter of Section 14, Township 20 South, Range 6 East of Mount Diablo Base and Meridian;

EXCEPTING all minerals of every kind and all oil, petroleum, asphaltum, gas and all other hydrocarbon substances.

PARCEL 25:

South half of North half and South half of Section 14; Northwest quarter of Northeast quarter, Southeast quarter of Northeast quarter, West half and Southeast quarter of Section 15,

EXCEPTING from the East half of said Southeast quarter all the oil and gas contained therein together with rights of entry as reserved by Albert B. Colburn in Deed dated September 3, 1926 to William Sandholdt recorded in Volume 91 Official Records of Monterey County at page 188;

~~Southeast quarter of Southeast quarter and that portion of the Northeast quarter of Southeast quarter lying Southeast of a line beginning in the center of the Southeast quarter of Section 16 and running thence N. 45° E., to the one-quarter Section corner between Sections 15 and 16, of Section 16;~~

~~Northwest quarter of Northeast quarter of Section 21;
North half of Northeast quarter, Southeast quarter of Northeast quarter of Northeast quarter of Northwest quarter of Section 22;
Northeast quarter of Northeast quarter, Southwest quarter of Northwest quarter, Northwest quarter of Southwest quarter and South half of South half of Section 23;
Northwest quarter of Northwest quarter of Section 24;
Southeast quarter of Northeast quarter, South half of Northwest quarter, Northeast quarter of Southwest quarter and North half of Southeast quarter of Section 25; and
Northeast quarter, West half and West half of Southeast quarter of Section 26;~~
All in Township 20 South, Range 6 East, Mount Diablo Base and Meridian.

PARCEL 26:

Lots 10, 15 and 16 of Section 8;
Lot 1 and Northwest quarter of Southeast quarter of Section 17;
Northwest quarter of Northwest quarter of Section 29 and
Southwest quarter of Northeast quarter of Section 30 in Township 19 South, Range 6 East.

EXCEPTING from Parcel 26 all the oil and gas in the lands so patented and to it or persons authorized by it, the right to prospect for, mine, and remove such deposit from the same upon compliance with the conditions and subject to the provisions and limitations of the act of July 17, 1914 (38 Stat. 509) as excepted in the Patent of Record.

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

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REEL 689 PAGE 533

RECORDED AT REQUEST OF

Before the Board of Supervisors in and for *William H. Jeffers*
County of Monterey, State of California

RESOLUTION NO. 71-14-32

FEB 26 1 41 PM '71

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

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

REEL 689 PAGE 533

WHEREAS, the County of Monterey has been requested to establish the herein agricultural preserve; and

WHEREAS, the County of Monterey is authorized to establish agricultural preserves pursuant to the California Land Conservation Act of 1965; and

WHEREAS, the procedural requirements to establish an agricultural preserve as required by the Act have been followed; and

WHEREAS, the land to be included within the agricultural preserve is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses; and

WHEREAS, no land is within one mile of any city in the County of Monterey at the time this preserve is created; and

WHEREAS, the following uniform rules shall apply within this preserve:

Compatible uses for land to be included within the agricultural preserve are found to be those set out in Exhibit "A" attached hereto, and made a part hereof.

Grounds for cancellation are those set out in the Land Conservation Act and no other.

NOW, THEREFORE, BE IT RESOLVED, that the following real property located in the County of Monterey, State of California, being within Monterey County Assessor's Parcel Number(s) 109-011-04, 109-042-08, 109-042-08, 109-031-01, 109-011-02, 109-011-01.

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and being more particularly described in Exhibit "B" attached hereto and made a part hereof, is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the Land Conservation Act of 1965 and shall be known as and referred to as Agricultural Preserve No. 71-32.

On motion of Supervisor Tavernetti, seconded by Supervisor Branson, the foregoing resolution is adopted this 26th day of January, 1971, by the following vote:

COUNTY OF MONTEREY, } AYES: Supervisors Church, Atteridge, Tavernetti, Smith
STATE OF CALIFORNIA. } NOES: None. and Branson.
ABSENT: None.

I, ERNEST A. MAGGINI, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a full, true and correct copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book 25, on the 26th day of January, 19 71, and now remaining of record in my office.



CLERK 061

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

By Sandra J. Hotsko
Deputy.

EXHIBIT A

LAND CONSERVATION AGREEMENT

COMPATIBLE USES

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

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced but not including slaughter houses, fertilizer yards, bone yards or plants for the reduction of animal or vegetable matter.
2. Structures necessary and incidental to the agricultural use of the land.
3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner.

Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.
4. Dwellings for persons employed by owner or lessee in the agricultural use of the land.
5. An aircraft landing strip incidental to the agricultural use of the land.
6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.
7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.
8. Public or private hunting of wildlife or fishing.
9. Public or private hunting clubs and accessory structures.
10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.
11. Public or private riding or hiking trails.

Exhibit B

REEL 689 PAGE 535

PARCEL 1:

Lots 1, 2, 3, 5, 127, 128, 129, 412 and 413, as said lots are laid down and designated upon that certain map entitled, "MAP OF THE CLARK COLONY, Monterey County, Calif., surveyed by H. B. Fisher, Surveyor & C.E., 1905", filed for record July 19, 1905 in the office of the County Recorder of the County of Monterey, State of California, in Volume 1 of Maps, "Cities and Towns", at page 64.

PARCEL 2:

Certain real property situate in the Rancho Arroyo Seco in the County of Monterey, State of California, being a part of Lot 130, as said lot is shown and so designated on that certain map entitled, "MAP OF THE CLARK COLONY", filed for record July 19, 1905 in Volume 1 of "Cities and Towns", at page 64, Records of said County, said part being particularly described as follows:

BEGINNING at the most northerly corner of Lot 130 in the centerline of Walnut Avenue (60 feet wide), as said lot and avenue are shown and so designated on said filed map, and running thence along the northwesterly boundary of said Lot 130, and also said Avenue centerline

- (1) S. 54° 35' W., 170.64 feet to a 2" x 3" post; thence leave last mentioned boundary and Avenue line and running,
- (2) S. 49° 50' E., 400.19 feet; thence
- (3) S. 46° 19' E., 377.80 feet to a 2" x 3" post standing in the northeasterly boundary of said Lot 130; thence running along last mentioned boundary
- (4) N. 35° 27' W., 758.55 feet to the place of beginning.

CONTAINING a gross area of 1.379 acres of land of which 0.114 acres lies within the southeasterly half of said Walnut Avenue, LEAVING a net area of 1.265 acres of land.

Courses all true.

PARCEL 3:

That portion of Lot 37, Part of Rancho Arroyo Seco (de la Torre) in Township 18 South, Range 7 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the most Easterly corner of Lot 1 of Clark Colony as shown by map recorded July 19, 1905 in Volume 1 of Cities and Towns at page 64, said point of beginning being on the left bank of Salinas River as described in U. S. Patent dated June 30, 1859, recorded in Volume A of Patents at page 31 confirming the grant of said Rancho Arroyo Seco, at the Southerly end of the 31st course of said Patent description; thence along the said left bank of Salinas River and the North-easterly line of said Clark Colony,

(continued)

PARCEL 3 (continued)

- (1) N. 34° 11' W., 659.55 feet; thence
- (2) N. 42° 56' W., 461.69 feet; thence
- (3) N. 38° 56' W., 1516.98 feet; thence
- (4) N. 59° 56' W., 1055.29 feet; thence
- (5) S. 85° 34' W., 1319.11 feet; thence
- (6) S. 54° 04' W., 1055.29 feet; thence
- (7) S. 26° 34' W., 659.55 feet; thence
- (8) S. 65° 49' W., 659.55 feet to the Southerly end of the 22nd course of said Patent description; thence on said 22nd course
- (9) N. 60° 56' W., 210.55 feet; thence leaving said left bank and Clark Colony,
- (10) N. 10° 38' E., at 51.84 feet, a 1 $\frac{1}{4}$ " pipe at a fence corner, 341.64 feet to a 1 $\frac{1}{2}$ " pipe at an angle point in the fence; thence
- (11) N. 38° 48' E., 220.13 feet to a 1 $\frac{1}{2}$ " pipe at an angle point in the fence; thence
- (12) N. 42° 35' E., 467.82 feet to a 1 $\frac{1}{4}$ " pipe in the fence; thence
- (13) N. 42° 31' E., 498.71 feet to a 1 $\frac{1}{4}$ " pipe at an angle point in the fence; thence
- (14) N. 41° 08' E., 284.99 feet to a 1 $\frac{1}{4}$ " pipe at an angle point in the fence; thence
- (15) N. 33° 03 $\frac{1}{2}$ ' E., 279.59 feet to a 1 $\frac{1}{2}$ " pipe at the northeasterly end of said fence line and on top of the present left bank of the Salinas River; thence leave the fence line and running
- (16) N. 33° 03 $\frac{1}{2}$ ' E., 573.19 feet to a point in the official meander line of the Salinas River as shown on the United States Township plat of T. 18 S., R. 7 E., M. D. M. from which point the intersection of the fractional line between sections 20 and 21 of said township bears along said meander line N. 77° 09 $\frac{1}{4}$ ' W., 1630.01 feet distant; thence running along said meander line and the southwesterly boundary of Section 21 in said T. 18 S., R. 7 East,

(continued)

PARCEL 3 (continued)

(17) S. 77° 09 $\frac{1}{4}$ ' E., 1062.33 feet; thence

(18) S. 73° 09 $\frac{1}{4}$ ' E., 1990.56 feet to the northwest boundary of Rancho San Lorenzo (Soberanes) (Lot 40 of said T. 18 S., R. 7 E.) at the original confluence of the Chalone and Salinas Rivers according to the official survey of said Rancho San Lorenzo; thence along the westerly boundary of said Rancho San Lorenzo

(19) S. 38° 27' E., 2789.0 feet to the most Northerly corner of Lot 38, part of Rancho Poso de los Ositos (Espinosa), in said T. 18 S., R. 7 E.; thence along the Northwesterly line of said Lot 38 and the Southeasterly line of said Lot 37,

(20) S. 55° 09 $\frac{1}{2}$ ' W., 463.50 feet to the point of beginning;

CONTAINING 86.20 ACRES, MORE OR LESS.

EXCEPTING from Lot 129 of Parcel 1 and from Parcel 3 those certain parcels of land described in the Lis Pendens filed in the Matter of the City of Greenfield, Plaintiff, vs. G. Rava, et al, Defendants, dated March 3, 1970 and recorded March 5, 1970 on Reel 642 Official Records at page 91.

PARCEL 4:

A portion of the Arroyo Seco Rancho as shown on map of said Rancho filed in Vol. 1 at page 95, "Surveys", records of Monterey County, California, particularly described as follows:

BEGINNING at the Northeasterly corner of Clark Colony Sub-division, said corner also being designated Point "B" in the meander line along the left bank of the Salinas River as said corner, Point "B" and meander line are shown on Record of Survey Map titled "86.20 Acre Tract of Land Lying Between the Meander Line of the Left Bank of the Salinas River and the Southwesterly Boundaries of Sec. 21, T 18 S., R 7 E, M.D.B. &M." filed in Vol. 4 at page 73, "Surveys", records of Monterey County; thence along said meander line through the following courses and distances: S. 13° 56' E., 592.36 feet; thence S. 43° 56' E., 1253.15 feet; thence S. 32° 56' E., 1055.29 feet; thence S. 60° 56' E., 813.03 feet to the TRUE POINT OF BEGINNING; thence S. 60° 56' E., 163.62 feet to the most Westerly corner and Northwesterly line of said 86.20 acre tract; thence along said Northwesterly line N. 10° 38' E., 341.64 feet; thence leaving said Northwesterly line, S. 38° 48' W., 328.84 feet more or less to the true point of beginning.
CONTAINING 0.609 acre.

EXCEPTING from Parcels 3 & 4 all that portion conveyed to the City of Greenfield deed dated September 25, 1956 and recorded November 9, 1956 in Volume 1750 Official Records at page 72.

'END OF DOCUMENT'

RECEIVED
AUG 19 2014
MONTEREY COUNTY
PLANNING DEPARTMENT

REEL 3198 PAGE 892
RECORDED AT REQUEST OF

06361

BOARD OF SUPERVISORS
FEB 8 9 10 AM '95

LAND CONSERVATION CONTRACT

NO FEE

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

THIS CONTRACT made and entered into this 28TH day of February 1995, by and between the **COUNTY OF MONTEREY**, a political sub-division of the State of California, hereinafter called "County" and EVELINA AND EDWARD SILVA, hereinafter called "Owners."

WITNESSETH:

WHEREAS, Evelina and Edward Silva, hereinafter "Silva," possess certain real property located within the County of Monterey, State of California which is presently under a Land Conservation Contract, Preserve No. 71-31, entered into with the County of Monterey by Resolution No. 71-14-31, which agreement was recorded on February 26, 1971, at Reel 689, page 520 and following, in the Office of the Recorder, County of Monterey, described in Exhibit A, attached hereto, and made a part hereof; and

WHEREAS, Evelina and Edward Silva, hereinafter "Silva," possess 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 B, attached hereto, and made a part hereof; and

WHEREAS, Owners desire to amend the Land Conservation Contract, Preserve No. 71-31 to amend and enlarge the preserve as described in Exhibit C, attached hereto.

NOW, THEREFORE, County and Owners agree as follows:

1. ADJUSTMENT OF BOUNDARIES.

The Land Conservation Contract, Preserve No. 71-31, is hereby amended to adjust the boundaries of the Land Conservation Contract, Preserve No. 71-31, are hereby adjusted as described in Exhibit C, attached hereto.

2. 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.

3. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit C shall not be used by Owners, or Owners' 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 D, attached hereto and by this reference incorporated herein. County, by uniform rules 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 C 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 D. 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.

4. TERM OF CONTRACT.

This contract shall become effective on the 28th day of February, 1995, 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 5.

5. 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.

6. NO COMPENSATION.

Owners 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 Owners 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.

7. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit C and shall be binding upon the heirs, executors, administrators, trustees, successors, and assigns of Owners. This contract shall also be transferred from County to any succeeding city or county acquiring jurisdiction over the property described in Exhibit C. 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 C 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.

8. DIVISION OF LAND.

The property described in Exhibit C 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 C is divided. Owners agree 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 Owners of contract identical to this contract on each parcel created by the division. Owners agrees to execute such contract. The division of land under contract within an agricultural preserve will not be approved unless it can be reasonably established that there will be no loss in the production

of food and fibre within the agricultural preserve from said division.

9. CONDEMNATION.

When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit C 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.

10. 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 Owners 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 landowners 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 C 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 Owners to cancel this contract, the parties shall request that the cancellation be approved by the State Director of Agriculture upon 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 subparagraph (b) of this paragraph 10 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 subparagraph (b).

11. LIABILITY OF OWNERS 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 Owners 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 Owners 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 Owners; 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 subparagraph (b) of this paragraph 11 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 subparagraph (b).

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

12. 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 Owners 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 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

13. COSTS OF LITIGATION.

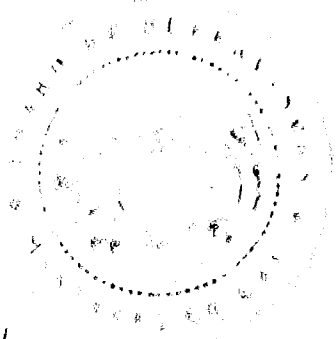
In case County shall, without any fault on its part, be made a party to any litigation commenced by or against Owners, then Owners shall and will pay all costs and reasonable attorneys fees incurred by or imposed upon County by or in connection with such litigation, and Owners shall and will pay all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

14. 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

said political subdivision, and acknowledged to me that such County of Monterey executed the same.



ERNEST K. MORISHITA, Clerk of the Board of Supervisors of Monterey County, State of California

By Nancy Rupersill
Deputy

Dated: 1/30/95

Evelina Silva
EVELINA SILVA

Dated: 1-30-95

Edward Silva
EDWARD SILVA

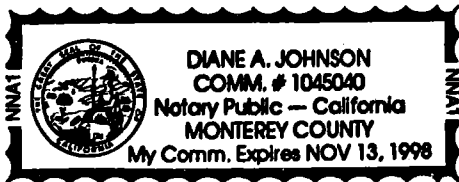
STATE OF CALIFORNIA
COUNTY OF MONTEREY

On January 30, 1995, before me, Diane A. Johnson Notary Public, personally appeared EDWARD AND EVELINA SILVA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Diane A. Johnson
Notary Public

[SEAL]



PARCEL I:

ALL THAT CERTAIN PARCEL SHOWN TO CONTAIN 61.91 ACRES ON THE RECORD OF SURVEY FILED SEPTEMBER 24, 1986 IN VOLUME 14 OF SURVEYS AT PAGE 146.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR WATER LINE PURPOSES 30 FEET WIDE LYING ALONG AND CONTIGUOUS TO AND EASTERLY OF THE WESTERLY BOUNDARY OF THE CERTAIN UNDESIGNATED PARCEL SHOWN ON THE RECORD OF SURVEY SOUTH OF THE ABOVE DESCRIBED PROPERTY WHICH SAID UNDESIGNATED PARCEL WILL CONTAIN APPROXIMATELY 68 ACRES.

LEGAL DESCRIPTION:PARCEL-1:

THE FOLLOWING PORTIONS OF T. 19 S., R. 6 E., M.D.M. IN MONTEREY COUNTY, CALIFORNIA.

OF SECTION 4: LOTS 3 AND THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$
OF SECTION 5: LOTS 9 AND 16, EXCEPTING FROM THE ABOVE, THE FOLLOWING:

(A) THAT CERTAIN 38.31 ACRE TRACT OF LAND SHOWN ON THE MAP FILED JANUARY 8, 1951 IN VOLUME 4 OF SURVEYS AT PAGE 81, RECORDS OF SAID COUNTY.

(B) THAT CERTAIN 17.5 ACRE TRACT OF LAND DESCRIBED IN DEED FROM SUMNER D. GOULD, ET UX, TO LAUGHLIN W. WILEY, ET UX, DATED JUNE 13, 1951 AND RECORDED IN VOLUME 1311 OF OFFICIAL RECORDS AT PAGE 372, RECORDS OF SAID COUNTY.

OF SECTION 8: LOTS 1, 8, 9, 10, 15 AND 16

OF SECTION 9: THE WHOLE THEREOF

OF SECTION 16: ALL THAT PORTION THEREOF LYING NORTH AND WEST OF THE NORTHWESTERLY LINE OF ARROYO SECO ROAD

OF SECTION 17: THE EAST HALF THEREOF LYING NORTH AND WEST OF THE NORTHWESTERLY LINE OF ARROYO SECO ROAD

OF SECTION 20: THE NORTHEAST QUARTER THEREOF LYING NORTH AND WEST OF THE NORTHWESTERLY LINE OF ARROYO SECO ROAD

EXCEPTING THEREFROM:

Certain real property situate in a portion of Sections 9 and 16, Township 19 South, Range 6 East, Mount Diablo Meridian, County of Monterey, State of California, according to the official plat thereof, being also a portion of those certain tracts of land described under "Parcel I" and "Parcel IX" of Exhibit "A" in the Trustee's Deed from Western Title Insurance Company, a corporation (Trustee) to Edward Silva, Jr., et al, dated March 16, 1984 and recorded on Reel 1716 of Official Records at Page 378, records of said county, said portion being more particularly described as follows:

Beginning at a point on the southerly boundary of the Rancho Arroyo Seco and the southerly boundary of Lot 398 as said lot is shown and so delineated on the map entitled "Map of the Clark Colony, Monterey County, California, etc." filed July 15, 1905 in Volume 1 of Cities and Towns at Page 64, records of said county, said point of beginning being also on the westerly line of Arroyo Seco Road (a County road) from which a 48" oak tree standing at the southwesterly corner of the Rancho Arroyo Seco ("R.A.S. No. 3" per official survey of T. 19 S., R.6.E., M.D.M) bears along the last mentioned southerly boundary North $88^{\circ} 03' 26''$ West, 243.38 feet distant; thence leaving the southerly boundary of said Lot 398 and the northerly boundary of said Section 16 and running along the westerly and northerly line of Arroyo Seco Road (a county road) as described under Parcel No. 1 in the Grant Deed from Sumner D. Gould, et ux to the County of Monterey (a body politic and corporate) of the State of California, dated December 22, 1949 and recorded in Volume 1182 of Official Records at Page 154 and following, records of said county

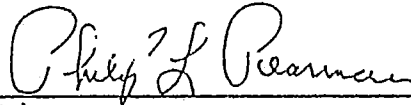
- 1) Curving to the left on a circular arc of 1230 feet radius (the center of the circle of which said arc is a part bears South $82^{\circ} 14' 21''$ East) through an angle of $8^{\circ} 36' 39''$, for a distance of 184.85 feet; thence tangentially
- 2) South $0^{\circ} 51' 00''$ East, 229.60 feet; thence tangentially
- 3) Curving to the right on a circular arc of 670 feet radius, through an angle of $79^{\circ} 28' 30''$, for a distance of 929.34 feet; thence leaving the westerly line of Arroyo Seco Road
- 4) North $65^{\circ} 47' 13''$ West, 477.21 feet; thence
- 5) North $25^{\circ} 29' 39''$ West, 1233.69 feet; thence
- 6) North $84^{\circ} 35' 00''$ West, 440.00 feet; thence

- 7) North 71° 20' 00" West, 740.00 feet; thence
- 8) North 24° 15' 54" East, 795.77 feet; thence
- 9) South 74° 00' 00" East, 166.00 feet; thence
- 10) South 46° 24' 15" East, 995.74 feet; thence
- 11) North 71° 13' 48" East, 1047.21 feet, more or less to the easterly boundary of said Section 9 and the westerly boundary of said Lot 398; thence running along the westerly and southerly boundaries of the Arroyo Seco Rancho;
- 12) South 14° 06' 43" East, 854.55 feet to said corner "R.A.S. No. 3"; thence
- 13) South 88° 03' 26" East, 243.38 feet to the point of beginning.

Containing an area of 58.54 acres of land, more or less.

COURSES ALL TRUE.

This description was prepared under my direction.



Philip L. Pearman, L.S. 4448
License expires 9/30/97

January 18, 1995

PARCEL 2:

ALL THAT CERTAIN PARCEL SHOWN TO CONTAIN 61.91 ACRES ON THE RECORD OF SURVEY FILED SEPTEMBER 24, 1986 IN VOLUME 14 OF SURVEYS AT PAGE 146.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR WATER LINE PURPOSES 30 FEET WIDE LYING ALONG AND CONTIGUOUS TO AND EASTERLY OF THE WESTERLY BOUNDARY OF THE CERTAIN UNDESIGNATED PARCEL SHOWN ON THE RECORD OF SURVEY SOUTH OF THE ABOVE DESCRIBED PROPERTY WHICH SAID UNDESIGNATED PARCEL WILL CONTAIN APPROXIMATELY 68 ACRES.

EXHIBIT "D"**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 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 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. Dwelling 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.

END OF DOCUMENT

LEGAL DESCRIPTION:

PARCEL 1:

THE FOLLOWING PORTIONS OF T. 19 S., R. 6 E., M.D.M. IN MONTEREY COUNTY, CALIFORNIA.

OF SECTION 4: LOTS 3 AND 4 AND THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$
 OF SECTION 5: LOTS 9 AND 16, EXCEPTING FROM THE ABOVE, THE FOLLOWING:

(A) THAT CERTAIN 38.31 ACRE TRACT OF LAND SHOWN ON THE MAP FILED JANUARY 8, 1951 IN VOLUME 4 OF SURVEYS AT PAGE 81, RECORDS OF SAID COUNTY.

(B) THAT CERTAIN 17.5 ACRE TRACT OF LAND DESCRIBED IN DEED FROM SUMNER D. GOULD, ET UX, TO LAUGHLIN W. WILEY, ET UX, DATED JUNE 13, 1951 AND RECORDED IN VOLUME 1311 OF OFFICIAL RECORDS AT PAGE 372, RECORDS OF SAID COUNTY.

OF SECTION 8: LOTS 1, 8, 9, 10, 15 AND 16

OF SECTION 9: THE WHOLE THEREOF

OF SECTION 16: ALL THAT PORTION THEREOF LYING NORTH AND WEST OF THE NORTHWESTERLY LINE OF ARROYO SECO ROAD

OF SECTION 17: THE EAST HALF THEREOF LYING NORTH AND WEST OF THE NORTHWESTERLY LINE OF ARROYO SECO ROAD

OF SECTION 20: THE NORTHEAST QUARTER THEREOF LYING NORTH AND WEST OF THE NORTHWESTERLY LINE OF ARROYO SECO ROAD.

PARCEL 2:

That certain 1.12 acre tract of land described in deed from Laughlin W. Wiley to Sumner D. Gould et ux dated June 19, 1951 and recorded in Volume 1311 of Official Records at Page 366, records of said county.