

Attachment E
Land Conservation Contract No. 76-4

PLN120829

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RECORDED AT REQUEST OF
COUNTY OF MONTEREY

FEB 27 10 22 AM '76

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA NO FEE

REEL 1036 PAGE 734

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 24th day of
February 19 76, by and between the COUNTY OF
MONTEREY, a political subdivision of the State of California,
hereinafter called "County" and P. W. Naegle and
Marion Luke Naegle
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. 76-4) heretofore established by County by Resolution
No. 76-45-4; 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.

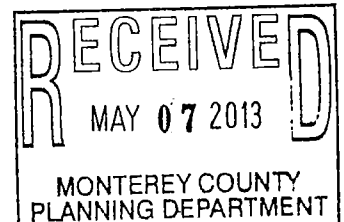
2. RESTRICTION ON USE OF PROPERTY

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

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February, 1976, 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 24, 1976 and by County on February 24, 1976.

COUNTY OF MONTEREY

By Warren Church
Chairman, Board of Supervisors

STATE OF CALIFORNIA } ss
COUNTY OF MONTEREY }

On this 24th day of February, 1976, 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 WARREN CHURCH, 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 A. Lukenbill
Deputy



P. W. Naegle
P. W. Naegle
Marion Luke Naegle
Marion Luke Naegle
Owner

STATE OF CALIFORNIA }
COUNTY OF Monterey } ss

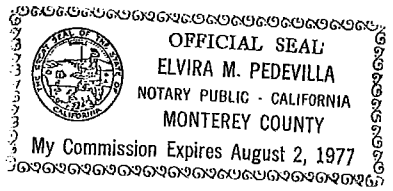
On this 24 day of February, 1976, before me
Elvira M. Pedevilla
~~P. W. Naegle and Marian Luibe Naegle~~ A Notary Public in and for
the County of Monterey, State of California,
residing therein, duly commissioned and sworn, personally appeared
P. W. Naegle and Marian Luibe Naegle

known to me to be the person, whose name S subscribed to the
within instrument and acknowledged to me that he 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.

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

My Commission Expires August 2, 1977



All that certain real property situate in TOWNSHIP 16 SOUTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN, in the County of Monterey, State of California, according to the Official Plats thereof, described as follows:

PARCEL ONE:

A part of Section 1 of Township 16 South, Range 5 East, being:
 (1) The South one-half;
 (2) The Northwest one-quarter.

PARCEL TWO-A:

The Northeast quarter of Section 2, Township 16 South, Range 5 East.

EXCEPTING THEREFROM a parcel situate in the Southwest corner thereof as conveyed in the Deed from E. W. Banks, to William Woodworth, dated September 15, 1913 and recorded December 2, 1913 in Volume 132 of Deeds, Page 239, Records of Monterey County, being described as follows:
 BEGINNING at the Southwest corner of the NE $\frac{1}{4}$ of said Section 2; thence running 400 feet North; thence in a Southeasterly direction 448 feet; thence Southwesterly 237 feet; thence Westerly 183 feet to the point of beginning.

PARCEL TWO-B:

The East $\frac{3}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 16 South, Range 5 East.

EXCEPTING THEREFROM, all that portion thereof lying Northwesterly of the center line of the Johnson Canyon Road, as same existed in the year 1913, and conveyed in the Deed from E. W. Banks to William V. Woodworth, dated September 15, 1913 and recorded December 2, 1913 in Volume 132 of Deeds, at Page 239, Records of Monterey County, said portion being described as follows:

BEGINNING at the Northwest corner of the Northeast one-quarter of the Southeast one-quarter of Section 2; thence following a fence N. 89° 45' E., 6.00 chains to the center of the Johnson Canyon Road; thence along said center line S. 22° W., 3.45 chains; thence S. 26° 15' W., 7.20 chain thence S. 33° 30' W., 3.25 chains; thence leave said center line and run N. 1° E., 12.30 chains to the place of beginning.

ALSO EXCEPTING that portion lying Westerly and Southwesterly of a line described as:

BEGINNING at the Northeast corner of Section 12, Township 16 South, Range 5 East, M.D.M.; thence along Easterly line of said Section 12, S. 0° 01' 15" E., 634.5 feet; thence S. 89° 53' 44" W., 3209.6 feet; thence S. 44° 52' 30" W., 868.2 feet; thence N. 44° 44' 15" W., 3582.5 feet; thence N. 0° 03' 15" E., 307.3 feet; thence N. 10° 44' 15" W., 63.0 feet, more or less to center line of Johnson Canyon Road.

PARCEL THREE:

That portion of the North one-half of Sections 11 and 12, Township 16 South, Range 5 East lying Northeasterly of a line described as:
 BEGINNING at the Northeast corner of Section 12, Township 16 South, Range 5 East, M.D.M.; thence along the Easterly line of said Section 12,

(Continued)

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Parcel Three Cont'd.

Page 2.

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of Johnson Canyon Road.

EXHIBIT "B"

REEL 1036 PAGE 742

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.

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the Land Conservation Contract dated Feb. 24, 1976, from P. W. Naegle, et al

to the COUNTY OF MONTEREY, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of said grantee pursuant to authority conferred by resolution of said Board of Supervisors adopted on February 4, 1975, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: Feb. 25, 19 76 .

COUNTY OF MONTEREY

By W. S. Hoppers
County Counsel

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6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

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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.

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EXHIBIT "B"

END OF DOCUMENT