

# Attachment B

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**2019 AMENDMENT TO LAND CONSERVATION CONTRACT No. 73-13**  
**Regarding Planning File No. PLN130552 - Parcel A and Parcel B**  
**of a Minor Subdivision approved pursuant to Monterey County**  
**Planning Commission Resolution No. 15-002**  
**as extended pursuant to Planning File Permit No. PLN 130552-EXT1**  
**approved pursuant to Monterey County Resource Management Agency**  
**Planning Department - Director of Planning Resolution No. 16-061**

**THIS AMENDMENT TO LAND CONSERVATION CONTRACT No. 73-13 is made and entered into as of the last date opposite the respective signatures by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Debra Short, Trustee of the Maxine Norma Andersen Revocable Trust under Trust Agreement dated January 6, 1993; Ella L. Moran, Milton E. Pedrazzi and Robert P. Pedrazzi, Co-Trustees of the Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990 f/b/o Ella L. Moran; Ella L. Moran, Milton E. Pedrazzi and Robert P. Pedrazzi, Co-Trustees of the Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990 f/b/o Milton E. Pedrazzi; Ella L. Moran, Milton E. Pedrazzi and Robert P. Pedrazzi, Co-Trustees of the Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990 f/b/o Robert P. Pedrazzi; Sandra L. Day, Trustee of the Sandra L. Day Trust, dated November 20, 2009; Peter N. Pedrazzi, James N. Pedrazzi and David M. Pedrazzi, Trustees of the Exemption Trust under the 1993 Pedrazzi Revocable Trust u/d/t dated December 3, 1993; James N. Pedrazzi and David Pedrazzi, Co-Trustees of the Generation-Skipping Exemption Trust under the 1990 Agnes Pedrazzi Revocable Trust dated April 6, 1990; David M. Pedrazzi, Trustee of the 2012 Pedrazzi Irrevocable Trust #1 UTA dated December 27, 2012; Loren Cloninger, also known as Loren E. Cloninger, an unmarried man; Ella L. Moran, Milton E. Pedrazzi and Robert P. Pedrazzi, Co-Trustees of the Non-Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990 f/b/o Milton E. Pedrazzi; Ella L. Moran, Milton E. Pedrazzi and Robert P. Pedrazzi, Co-Trustees of the Non-Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990 f/b/o Robert P. Pedrazzi; Ella L. Moran, Milton E. Pedrazzi and Robert P. Pedrazzi, Co-Trustees of the Non-Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990 f/b/o Ella L. Moran; James N. Pedrazzi and Donna C. Pedrazzi, Co-Trustees of the Pedrazzi Family Trust dated October 26, 2005; David M. Pedrazzi and Debra J. Pedrazzi, Trustees of the 1994 Pedrazzi Revocable Trust u/d/t dated August 12, 1994, 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 (hereafter, "the property") attached hereto and made a part hereof; and**

**WHEREAS, the property is located in an Agricultural Preserve (No. 73-13) previously within Monterey County Assessor's Parcel Number 139-084-02, west of River Road, Salinas, California, County of Monterey, heretofore established by County by Board of Supervisors Resolution No. 73-34-13 recorded at Reel 830, Page 629, on or about February 20, 1973 or on or about February 28, 1973, with the Monterey County Recorder and incorporated by this reference; and**

**WHEREAS**, the property is subject to a Land Conservation Contract (No. 73-13) recorded at Reel 830, Page 633, on or about February 20, or February 28, 1973, with the Monterey County Recorder and incorporated by this reference; and

**WHEREAS**, on March 29, 2013, in the matter of Loren E. Cloninger et al v. Ella L. Moran et al, in Monterey County Superior Court Case No. M-83258, pursuant to an ORDER of the Court, Filed in Court on March 29, 2013 on file with the Superior Court of the County of Monterey, State of California, in Case No. M-83258 and incorporated by this reference, the Court confirmed that James Cook, as the duly appointed Referee in Case No. M-83258, has the authority to carry out and execute the subdivision of the Corey Ranch (Assessor's Parcel Numbers 139-084-002, 138-083-002 and 138-082-004); and

**WHEREAS**, pursuant to said ORDER, the Court confirmed that,

...Mr. Cook, as Referee, shall have the authority to execute on behalf of all parties all documents necessary to carry out such subdivision, including all applications with the County of Monterey and any forms, agreements and notices attendant to such subdivision application and approval process. The Court directs the Referee to carry out and execute such subdivision.

**WHEREAS**, on January 14, 2015, the Monterey County Planning Commission conditionally approved a Minor Subdivision of a 940.272-acre parcel into six (6) parcels consisting of +/-142.36 acres (Parcel A), +/-395.15 acres (Parcel B), +/-171.44 acres (Parcel C), +/-134.52 acres (Parcel D), +/-52.933 acres (Parcel E) and +/-43.869 acres (Parcel F) pursuant to **Planning Commission Resolution No. 15-002** for the property located at 581 River Road, south of Parker and Corey Roads, Salinas, Toro Area Plan (Assessor's Parcel Numbers 139-083-002-000, 139-083-004-000, 139-084-003-000, and 139-084-008-000); and

**WHEREAS**, Planning Commission Resolution No. 15-002 is on file with the Resource Management Agency – Planning Department, County of Monterey, and incorporated by this reference; and

**WHEREAS**, prior to said Planning Commission approval, then existing Parcel II, consisted of +/- 537.5 acres (previously within APN 139-084-02 and described under Parcel II [Exhibit "A"] in the Affidavit – Death of Trustee, dated January 27, 2007 and filed in Document 2007064382, recorded on August 16, 2007 with the Monterey County Recorder and incorporated by this reference); and

**WHEREAS**, Parcel A consists of +/-142.36 acres within current APN 139-084-003, and Parcel B consists of +/-395.15 acres within current APN 139-084-008, located west of River Road, Salinas, California, County of Monterey; and

**WHEREAS**, the combined acreage of Parcel A (+/-142.36 acres) and Parcel B (+/-395.15 acres) are equal to the total acreage of previously existing Parcel II (previously within APN 139-084-002 and described under Parcel II [Exhibit "A"] in the Affidavit – Death of Trustee, dated January 27, 2007 and filed in Document 2007064382, recorded on August 16, 2007 with the Monterey County Recorder and incorporated by this reference) which consisted of +/-573.5 acres; and

**WHEREAS**, the property west of River Road is subject to Agricultural Preserve No. 73-13 and corresponding Land Conservation Contract No. 73-13 recorded at Reel 830, Page 629, on

or about February 20, 1973 or on or about February 28, 1973, with the Monterey County Recorder; and

**WHEREAS**, Condition No. 5 of Planning Commission Resolution No. 15-002 provided that:

**5. PD037 – WILLIAMSON ACT**

**Condition/Mitigation Measure:** The property owner shall enter into a new or amended Land Conservation contract or contracts with the Board of Supervisors of the County of Monterey for the subdivision of Williamson Act lands deemed necessary by the Office of the County Counsel (RMA – Planning).

**Compliance or Monitoring Action to be Performed:** Upon demand of County Counsel, the property owners of record shall execute a new or amended contract or contracts to be prepared by the Office of the County Counsel, which shall be recorded concurrent with the recordation of the Certificate(s) of Compliance.

and

**WHEREAS**, the County received and processed a three (3) year permit extension pursuant to **PLN130552-EXT1**, pursuant to **Resolution No. 16-081** approved by the Monterey County Resource Management Agency – Director of Planning on March 1, 2017 on file with the Resource Management Agency – Planning Department, County of Monterey, and incorporated by this reference; and

**WHEREAS**, Owner and County have entered into this 2019 AMENDMENT TO LAND CONSERVATION CONTRACT No. 73-13 pursuant to Condition No. 5 of Planning Commission Resolution No. 15-002; and

**WHEREAS**, this 2019 AMENDMENT TO LAND CONSERVATION CONTRACT No. 73-13 shall simultaneously rescind and supersede LAND CONSERVATION CONTRACT No. 73-13 recorded at Reel 830, Page 633, on or about February 20, 1973, or on or about February 28, 1973, with the Monterey County Recorder as to the property described in Exhibit A.

**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/her/its 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 a contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract or contracts as applicable. 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 ten (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 ten (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 informational 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.

14. INCORPORATION OF RECITALS.

The parties understand and agree that the Recitals to this Land Conservation Contract are hereby incorporated into this Land Conservation Contract.

**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: \_\_\_\_\_

By: \_\_\_\_\_

**John M. Phillips**  
**Chair, Board of Supervisors**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

**ACKNOWLEDGMENT**

State of California    )  
County of Monterey   )

On \_\_\_\_\_, 2019, before me, \_\_\_\_\_

Clerk       of       the       Board       of       Supervisors,       personally       appeared  
\_\_\_\_\_, 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.

**VALERIE RALPH**  
Clerk of the Board of Supervisors of  
Monterey County, State of California

By: \_\_\_\_\_

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

[COUNTY SEAL]:

**OWNER:** Debra Short, Trustee of the Maxine Norma Andersen Revocable Trust under Trust Agreement dated January 6, 1993; Ella L. Moran, Milton E. Pedrazzi and Robert P. Pedrazzi, Co-Trustees of the Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990 f/b/o Ella L. Moran; Ella L. Moran, Milton E. Pedrazzi and Robert P. Pedrazzi, Co-Trustees of the Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990 f/b/o Milton E. Pedrazzi; Ella L. Moran, Milton E. Pedrazzi and Robert P. Pedrazzi, Co-Trustees of the Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990 f/b/o Robert P. Pedrazzi; Sandra L. Day, Trustee of the Sandra L. Day Trust, dated November 20, 2009; Peter N. Pedrazzi, James N. Pedrazzi and David M. Pedrazzi, Trustees of the Exemption Trust under the 1993 Pedrazzi Revocable Trust u/d/t dated December 3, 1993; James N. Pedrazzi and David Pedrazzi, Co-Trustees of the Generation-Skipping Exemption Trust under the 1990 Agnes Pedrazzi Revocable Trust dated April 6, 1990; David M. Pedrazzi, Trustee of the 2012 Pedrazzi Irrevocable Trust #1 UTA dated December 27, 2012; Loren Cloninger, also known as Loren E. Cloninger, an unmarried man; Ella L. Moran, Milton E. Pedrazzi and Robert P. Pedrazzi, Co-Trustees of the Non-Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990 f/b/o Milton E. Pedrazzi; Ella L. Moran, Milton E. Pedrazzi and Robert P. Pedrazzi, Co-Trustees of the Non-Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990 f/b/o Robert P. Pedrazzi; Ella L. Moran, Milton E. Pedrazzi and Robert P. Pedrazzi, Co-Trustees of the Non-Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990 f/b/o Ella L. Moran; James N. Pedrazzi and Donna C. Pedrazzi, Co-Trustees of the Pedrazzi Family Trust dated October 26, 2005; David M. Pedrazzi and Debra J. Pedrazzi, Trustees of the 1994 Pedrazzi Revocable Trust u/d/t dated August 12, 1994.

**By:** James Cook, as the duly appointed Referee in the matter of Loren E. Cloninger et al v. Ella L. Moran et al, in Monterey County Superior Court Case No. M-83258, pursuant to an ORDER of the Court Filed in Court on March 29, 2013 and on file with the Superior Court of the County of Monterey, State of California, in Case No. M-83258 and incorporated by this reference.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**James Cook, Referee, Monterey County Superior  
Court Case No. M-83258**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On \_\_\_\_\_, 2019, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

[SEAL]

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

**PARCEL A**

**CERTAIN REAL PROPERTY** situate in the Rancho Buena Vista, County of Monterey, State of California, being a portion of Lots 104, 105 and 106, as said lots are shown and so delineated on the map entitled "Map of Sub-Division of the Rancho Buena Vista, Monterey County, California", filed March 18, 1889 in Volume 1, Maps and Grants (Outside Lands), at Page 63 therein, records of said county, and being also a portion of that certain tract of land described under Parcel II (Exhibit "A") in the Affidavit – Death of Trustee, dated January 27, 2007 and filed in Document 2007064383 on August 16, 2007, records of said county, said portion being more particularly described as follows:

**BEGINNING** at a point on the common boundary between the Rancho Buena Vista and Rancho Guadalupe y Llanito de los Correos, from which a 42" diameter live oak tree standing at the Rancho corner (BV5) bears along the last mentioned common Rancho boundary, South 53° 59' 06" West, 2057.00 feet distant; thence leaving the boundary of Rancho Buena Vista

- 1.) North 57° 13' 40" West, 819.97 feet, to a five-eighths inch (5/8") diameter iron rebar, tagged L.S. 4448; thence
- 2.) North 22° 09' 56" East, 355.21 feet, to a five-eighths inch (5/8") diameter iron rebar, tagged L.S. 4448; thence
- 3.) North 46° 29' 29" East, 285.54 feet, to a five-eighths inch (5/8") diameter iron rebar, tagged L.S. 4448; thence
- 4.) North 71° 29' 39" East, 558.07 feet, to a five eighths inch (5/8") diameter iron rebar, tagged L.S. 4448; thence
- 5.) North 27° 50' 49" West, 1189.48 feet, to a five-eighths inch (5/8") diameter iron rebar, tagged L.S. 4448; thence
- 6.) North 42° 33' 16" East, 409.05 feet, to a five-eighths inch (5/8") diameter iron rebar tagged L.S. 4448; thence
- 7.) North 39°49' 19" West, 130.37 feet, to a five-eighths inch (5/8") diameter iron rebar, tagged L.S. 4448; thence
- 8.) North 47° 38' 00" East, 115.73 feet, to a five-eighth inch (5/8") diameter Iron rebar, tagged L.S. 4448; thence
- 9.) North 47° 41' 43" East, 163.76 feet, to a five-eighths inch (5/8") diameter Iron rebar, tagged L.S. 4448; thence

- 10.) North 52° 30' 33" East, 213.89 feet, to a five-eighths inch (5/8") diameter iron rebar, tagged L.S. 4448
- 11.) North 67° 23' 00" East, 162.89 feet, to a five-eighths inch (5/8") diameter iron rebar, tagged L.S. 4448; thence
- 12.) North 89° 36' 01" East, 160.85 feet, to a five-eighths inch (5/8") diameter iron rebar, tagged L.S. 4448; thence
- 13.) North 75° 09' 20" East, 226.10 feet, to a five-eighths inch (5/8") diameter iron rebar, tagged L.S. 4448; thence
- 14.) North 65° 36' 32" East, 232.01 feet, to a five-eighths inch (5/8") diameter iron rebar, tagged L.S. 4448; thence
- 15.) North 39° 30' 01" East, 457.50 feet, to a five-eighths inch (5/8) diameter iron rebar, tagged L.S. 4448; thence
- 16.) North 44° 32' 52" East, 395.04 feet to the center line of River Road (a county Road 60' wide); thence running along the last mentioned road centerline
- 17.) South 45° 27' 05" East, 83.48 feet; thence
- 18.) South 47° 26' 50" East, 920.73 feet; thence
- 19.) South 54° 27' 26" East, 639.47 feet; thence leaving the centerline of River Road (a county road 60" wide) and running along the Northwesterly and Southwesterly boundary of that certain 14.9 acre tract of land described in the Grant Deed from George V. Bardin, Trustee of the Bardin Revocable Trust dated July 29, 1985 to George V. Bardin, et al, Co-Trustees of the Exemption Trust of the Bardin Revocable Trust dated July 29, 1985 and recorded in Document No. 2007090783 on December 5, 2007, records of said county
- 20.) South 53° 19' 55" West, 1166.16 feet; thence
- 21.) South 56° 13' 54" East, 597.30 feet to the Southeasterly boundary of Rancho Buena Vista; thence running along the boundary thereof
- 22.) South 53° 59' 06" West, 2872.11 feet to the Point of Beginning.

**CONTAINING an area of 142.40 acres of land, more or less.**

**COURSES ALL TRUE, Bearings used herein are based on the meridian shown on that certain Record of Survey map filed September 8, 1988 in Volume 15 of Surveys, at Page 172, records of Monterey County, California.**

**SUBJECT TO** however, current taxes, liens & covenants, conditions, restrictions, rights-of-way, easements, servitudes and other defects or instruments now of record, or apparent on the ground.

**Dated: December 11, 2018**



**This real property description has been prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.**

*Philip L. Pearman*

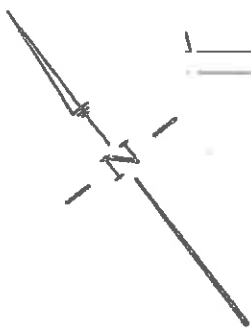
**Philip L. Pearman, L.S. 4448**

**License expires 9/30/2019**

**END OF DESCRIPTION**



PARCEL "D"  
135.64 ACRES



545°27'05"E 83.48'  
547°26'50"E  
554°27'26"E 639.41'

920.73' RIVER ROAD  
(A COUNTY ROAD 60' WIDE)

395.04' N44°32'52"E  
457.50' N39°30'01"E  
226.10' N75°04'20"E  
162.89' N67°23'00"E  
213.89' N52°30'33"E  
160.85' N89°36'01"E  
232.01' N65°36'32"E  
130.37' M.1147 b N  
404.05' N42°33'16"E  
115.73' N47°38'00"E  
163.76' N47°41'43"E

PARCEL "A"  
142.40 ACRES

APN 139-084-004

APN 139-084-001  
CC-51.78'

556°13'54"E  
597.30'

BARDIN REVOCABLE TRUST  
DOC. NO. 2007090783  
12/05/2007

PARCEL "B"  
394.43 ACRES

N27°50'49"W 1189.48'



222°00'49"E 355.21'  
285.54' N71°29'39"E 558.07'  
N46°29'29"E

N57°13'40"W 819.97'

RANCHO BUENAVISTA  
RANCHO GUADALUPE Y LLANITOS DE LOS CORREOS

PARCEL "A"  
P.O.B.

EXHIBIT

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
PARCEL "A"  
MINOR SUBDIVISION (PLN 130552) CONDITION No. 12-PD022(A)  
MONTEREY COUNTY PLANNING COMMISSION  
RESOLUTION No. 15-002  
JANUARY 14, 2015

SCALE 1"=500'	DRAWN STAFF	JOB NO.
DATE 06-11-17	DESIGNED P.L.P.	FILE NO.



SALINAS VALLEY SURVEYORS  
210 Capitol St. Suite 15  
Salinas, CA 93901  
(831) 753-2234

EXHIBIT A

## EXHIBIT "A"

### PROPERTY DESCRIPTION

#### PARCEL B

CERTAIN REAL PROPERTY situate in the Rancho Buena Vista, County of Monterey, State of California, being a portion of Lots 104, 105, 106, 107 and 108, as said lots are shown and so delineated on the map entitled "Map of the Sub-Division of the Rancho Buena Vista, Monterey County, California", filed March 18, 1889 in Volume 1, Maps and Grants (Outside Lands), at Page 63 therein, records of said county, and being also a portion of that certain tract of land described under Parcel II (Exhibit "A") in the Affidavit – Death of Trustee, dated January 27, 2007 and filed in Document 2007064383 on August 16, 2007, records of said county, said portion being more particularly described as follows:

BEGINNING at a 42 inch diameter live oak tree, standing at the most Southerly corner of said Lot 105 (Rancho Corner B.V.5) and running thence along the Southwesterly boundary of the Rancho Buena Vista and the Northeasterly boundary of Section 2, Township 16 South, Range 3 East, Mount Diablo Meridian, according to the Official Plat of the survey, of the said lands, returned to the General Land Office by the Surveyor General

- 1.) North 51° 49' 18" West, 1148.02 feet to the most Southerly corner of that certain 47.68 acre tract of land described in the Indenture between Henry Henningsen, et ux, and Elwin Henningsen, et ux, dated March 4, 1950 and filed in Volume 1199 of Official Records, at Page 445 on March 8, 1950, records of said county; thence leaving the last mentioned Northeasterly boundary and the Southwesterly boundary of the Rancho Buena Vista and running along the center of an existing road and the Northeasterly boundary of that certain 37.96 net acre tract of land delineated Parcel "B" on the map filed March 26, 1974 in Volume 6 of Parcel Maps at Page 39, records of said county
- 2.) North 07° 24' 54" East, 264.00 feet; thence
- 3.) North 01° 54' 54" East, 198.00 feet; thence
- 4.) North 05° 35' 06" West, 660.00 feet; thence
- 5.) North 16° 47' 50" West, 211.20 feet; thence
- 6.) North 10° 02' 32" East, 277.20 feet; thence
- 7.) North 05° 27' 21" West, 217.29 feet, to the most Southerly corner of that certain 7.50 net acre tract of land delineated "Parcel A" on the hereinbefore mentioned map filed in Volume 6 of Parcel Maps at Page 39, records of said county; thence running along the Easterly boundary of the last mentioned Parcel "A"
- 8.) North 05° 32' 27" West, 194.22 feet; thence
- 9.) North 19° 45' 15" West, 594.06 feet; thence
- 10.) North 26° 52' 41" West, 363.04 feet; thence

- 11.) North 03° 34' 42" East, 204.62 feet; thence running along the Northerly and Northwesterly boundary of the last mentioned Parcel "A"
- 12.) North 61° 25' 06" West, 63.37 feet; thence
- 13.) South 61° 44' 54" West, 315.67 feet to the Westerly boundary of the hereinbefore mentioned Lot 105 and the centerline of Parker Road (a county road 40 feet wide); thence leaving the last mentioned Northwesterly boundary and running along the Westerly boundary of said Lot 105, and the last mentioned road centerline
- 14.) North 35° 09' 54" East, 582.58 feet; thence
- 15.) North 00° 56' 37" East, 467.25 feet; thence
- 16.) North 17° 04' 10" West, 73.57 feet to the Southwest corner of that certain 84.34 net acre tract of land shown and so delineated on the map filed February 13, 1957, in Volume X-1 of Surveys at Page 91, records of said county; thence leaving the Westerly line of the hereinbefore mentioned Lot 107 and the center line of Parker Road (a county road 40 feet wide) and running along the boundary of the hereinbefore mentioned 84.34 net acre tract of land
- 17.) South 70° 32' 40" East, 1135.25 feet; thence
- 18.) North 00° 13' 50" East, 292.72 feet; thence
- 19.) North 36° 24' 20" East, 196.77 feet; thence
- 20.) North 15° 23' 50" East, 311.24 feet; thence
- 21.) North 70° 28' 40" West, 558.29 feet; thence
- 22.) North 21° 02' 50" East, 235.46 feet; thence
- 23.) North 27° 16' 20" East, 279.68 feet; thence
- 24.) North 16° 28' 50" East, 192.33 feet; thence
- 25.) North 50° 08' 10" West, 154.36 feet; thence
- 26.) North 20° 55' 50" East, 244.83 feet; thence
- 27.) North 29° 23' 20" East, 619.88 feet; thence
- 28.) North 42° 36' 20" East, 223.09 feet; thence
- 29.) North 51° 45' 50" East, 788.19 feet to the Northeasterly boundary of said Lot 107 and the Centerline of River Road (a county road 60 feet wide); thence running along the last mentioned centerline and Northeasterly boundary, to and along the Northeasterly boundary of said Lots 106 and 104
- 30.) South 43° 40' 23" East, 239.13 feet; thence
- 31.) South 44° 57' 13" East, 1515.91 feet; thence
- 32.) South 45° 27' 08" East, 1709.79 feet; thence leaving the Northeasterly boundary of said Lot 104 and the centerline of River Road (a county road 60 feet wide)
- 33.) South 44° 32' 52" West, 395.04 feet; thence
- 34.) South 39° 30' 01" West, 457.50 feet; thence
- 35.) South 65° 36' 32" West, 232.01 feet; thence
- 36.) South 75° 09' 20" West, 226.10 feet; thence
- 37.) South 89° 36' 01" West, 160.85 feet; thence
- 38.) South 67° 23' 00" West, 162.89 feet; thence
- 39.) South 52° 30' 33" West, 213.89 feet; thence
- 40.) South 47° 41' 43" West, 163.76 feet; thence
- 41.) South 47° 38' 00" West, 115.73 feet; thence

- 42.) South 39° 49' 19" East, 130.37 feet; thence
- 43.) South 42° 33' 16" West, 409.05 feet; thence
- 44.) South 27° 50' 49" East, 1189.48 feet; thence
- 45.) South 71° 29' 39" West, 558.07 feet; thence
- 46.) South 46° 29' 29" West, 285.54 feet; thence
- 47.) South 22° 09' 56" West, 355.21 feet; thence
- 48.) South 57° 13' 40" East, 819.97 feet, more or less, to the Southeasterly boundary of the Rancho Buena Vista; thence running along the last mentioned Southeasterly boundary and the Northwesterly boundary of the Rancho Guadalupe y Llanito de los Correos
- 49.) South 53° 59' 06" West, 2057.00 feet to the Point of Beginning.

CONTAINING an area of 394.43 acres of land, more or less.

COURSES ALL TRUE. (Bearings used herein are based on the meridian shown on that Certain Record of Survey map filed September 8, 1988 in Volume 15 of Surveys, at Page 172, records of Monterey County, California).

SUBJECT TO however, current taxes, liens & covenants, conditions, restrictions, rights-of-way, easements, servitudes and other defects or instruments now of record, or apparent on the ground.

Dated: December 11, 2018



This real property description has been prepared by me or under my direction, in conformance with the requirements of the Professional Land Surveyors Act.

*Philip L. Pearman*

Philip L. Pearman, L.S. 4448  
License expires 9/30/2019

END OF DESCRIPTION

PARCEL "D"  
135.64 ACRES

LINE TABLE		
LINE	LENGTH	BEARING
L300	264.00'	N07°24'54"E
L301	198.00'	N01°54'54"E
L302	660.00'	N05°35'06"W
L303	211.20'	N16°47'50"W
L304	271.20'	N10°02'32"E
L305	217.24'	N05°27'21"W
L306	194.22'	N05°32'27"W
L307	544.06'	N19°45'15"W
L308	363.04'	N26°52'41"W
L309	204.62'	N03°34'42"E
L310	63.31'	N61°25'06"W
L311	315.61'	S61°44'54"W
L312	582.58'	N85°09'54"E
L313	461.25'	N00°56'37"E
L314	73.51'	N17°04'10"W
L315	292.12'	N00°13'50"E
L316	746.71'	N36°24'20"E
L317	311.24'	N15°23'50"E
L318	235.46'	N21°02'50"E
L319	279.68'	N27°16'20"E
L320	192.33'	N16°28'50"E
L321	154.36'	N50°08'10"W
L322	244.83'	N20°55'50"E
L323	619.88'	N29°23'20"E
L324	223.09'	N42°36'20"E
L325	239.13'	S43°40'23"E
L326	232.01'	S65°36'32"W
L327	226.10'	S75°09'20"W
L328	160.85'	S89°36'01"W
L329	162.89'	S67°23'00"W
L330	213.89'	S52°30'33"W
L331	163.76'	S47°41'43"W
L332	115.73'	S47°38'00"W
L333	130.31'	S39°49'19"E
L334	409.05'	S42°33'16"W
L335	285.54'	S46°29'29"W
L336	355.21'	S22°09'56"W



12-11-18  
PARCEL "B"  
394.43 ACRES

SEE  
AFFIDAVIT  
DEATH OF TRUSTEE  
DOC.#2007064383  
08/16/2007

SEE VOL. 6 - P.M. - PG. 39  
FLETCHER CANYON  
EASEMENT FOR ROAD PURPOSES  
C/A 40' WIDE  
REEL 1588, PG. 339

EXHIBIT

PLAT TO ACCOMPANY LEGAL DESCRIPTION  
PARCEL "B"  
MINOR SUBDIVISION (PLN 130552) CONDITION No. 12-PD022(A)  
MONTEREY COUNTY PLANNING COMMISSION  
RESOLUTION No. 15-002  
JANUARY 14, 2015

SCALE 1"=800'    DRAWN STAFF    JOB NO.  
DATE 06-11-17    DESIGNED P.L.P.    FILE NO.



SALINAS VALLEY SURVEYORS  
210 Capitol St. Suite 15  
Salinas, CA 95901  
(831) 753-2234

## EXHIBIT "B"

### LAND CONSERVATION CONTRACT

#### COMPATIBLE USES

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. Dwellings for persons employed by owner or lessee and the family of the 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.”