

# Attachment C

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

CRREBECCA  
12/21/2009  
10:38:32

WHEN RECORDED MAIL TO:

Gail T. Borkowski

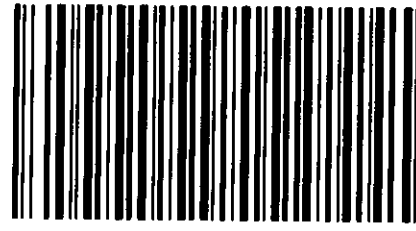
Clerk of the Board of Supervisors

168 W. Alisal Street, First Floor

Salinas, California 93901

DOCUMENT: **2009081053**

Titles: 1/ Pages: 27



Fees.....  
Taxes....  
Other...  
AMT PAID

THIS SPACE FOR RECORDER'S USE ONLY

**FARMLAND SECURITY ZONE CONTRACT NO. 2010-018**

**between**

**the COUNTY OF MONTEREY**

**a political subdivision of the State of California**

**and**

**Jefferson Home Ranch Partnership I, L.P.**

**and**

**Jefferson and Sons, LLC, a California Limited Liability Company**

**FARMLAND SECURITY ZONE CONTRACT No. 2010-018**

**THIS CONTRACT** is made and entered into as of the date opposite the respective signatures by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter called "County" and **Jefferson Home Ranch Partnership I, L.P. and Jefferson and Sons, LLC, a California Limited Liability Company**, hereinafter called "Owner."

**WITNESSETH:**

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

**WHEREAS**, the legislature of the State of California finds and declares that it is desirable to expand options available to landowners for the preservation of agricultural land, and has enacted urgency legislation for the establishment of farmland security zones; and

**WHEREAS**, Owner has expressly requested that County create a farmland security zone, and establish a new Farmland Security Zone Contract (**No. 2010-018**) established by County Resolution (No. 2009- 441); and

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

**WHEREAS**, the property is designated on the Important Farmland Series Maps pursuant to Government Code Section 65570, or predominantly prime agricultural land as defined in Government Code Section 51201(c); and

**WHEREAS**, the property is not enforceably restricted pursuant to the Open-Space Easement Act of 1974 (commencing with Government Code Section 51070); and

**WHEREAS**, the property is not located within a city's sphere of influence; or, in the alternative, the creation of the farmland security zone within the sphere of influence has been expressly approved by resolution by the city with jurisdiction within the sphere;

**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 Article 7. "Farmland Security Zones" (commencing with

Section 51296) of Chapter 7, of Part 7 Of Division 1, of Title 5 of the Government Code, and Chapter 7 (commencing with Section 51200) of Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, or as the Williamson Act. This contract is subject to all of the provisions of this act including any amendments thereto which may be enacted from time to time.

2. APPLICABILITY

This contract shall only apply to property that is designated on the Important Farmland Series maps, prepared pursuant to Government Code Section 65570 as predominantly one or more of the following: (1) prime farmland; (2) farmland of statewide significance; (3) unique farmland; or, (4) farmland of local importance. If the property is in an area that is not designated on the Important Farmland Series maps, the property shall qualify if it is predominantly prime agricultural land as defined in subdivision (c) of Government Code Section 51201. (Government Code Section 51296.8). To the extent that any portion of the property is zoned or used inconsistently, with the provisions of this Contract, or the legislative purpose or intent for the creation of Farmland Security Zones, that portion of the property shall be excepted from, and shall not receive the benefits of this Contract.

3. 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.

Pursuant to Government Code Section 51296.7, during the term of this Contract, Owner shall not engage in, and County shall not approve any use of the property within the Farmland Security Zone, based on the compatible use provisions contained in Government Code Section 51238.1 (c).

4. PROPERTY TAX VALUATION AND SPECIAL TAXES

During the term of this contract, both of the following shall apply to property within the designated farmland security zone: (1) The land shall be eligible for property tax valuation pursuant to Section 423.4 of the Revenue and Taxation Code. (2) Notwithstanding any other provision of law, any special tax

approved by the voters for urban-related services on or after January 1, 1999, on the property or any living improvement shall be levied at a reduced rate unless the tax directly benefits the land or the living improvements. (Government Code Section 51296.2).

5. RESTRICTION OF ANNEXATION AND EXCEPTIONS

Notwithstanding any provision of the Cortese-Knox Local Government Reorganization Act of (1985) (Division 3 (commencing with Government Code Section 56000)), a local agency formation commission shall not approve a change of organization or reorganization that would result in the annexation of the property within the designated farmland security zone to a city. However, this provision shall not apply under any of the following circumstances: (1) If the farmland security zone is located within a designated, delineated area that has been approved by the voters as a limit for existing and future urban facilities, utilities, and services. (2) If annexation of a parcel or a portion of a parcel is necessary for the location of a public improvement, as defined in Section 51290.5, except as provided in provision 6. below. (3) If the landowner consents to the annexation. (Government Code Section 51296.3(c)).

Notwithstanding any provision of the Cortese-Knox Local Government Reorganization Act of 1985 (Division 3 (commencing with Government Code Section 56000)), a local agency formation commission shall not approve a change of organization or reorganization that would result in the annexation of land within the designated farmland security zone to a special district that provides sewers, nonagricultural water, or streets and roads, unless the facilities or services provided by the special district benefit land uses that are allowed under this contract and Owner consents to the change of organization or reorganization. (Government Code Section 51296.4).

6. RESTRICTION ON SCHOOL DISTRICT USE OR ACQUISITION

Notwithstanding Article 5 (commencing with Government Code Section 53090) of Chapter 1 of Division 2 of Title 5, a school district shall not render inapplicable a county zoning ordinance to use of the property by the school district (Government Code Section 51296.5).

Notwithstanding any provision of law, a school district shall not acquire the property, nor any portion of the property, within the designated farmland security zone. (Government Code Section 51296.6).

7. 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 12.

8. 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.

9. SUCCESSORS IN INTEREST

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

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

10. 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 necessary. 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.

11. EMINENT DOMAIN OR OTHER ACQUISITION.

(a) All of the provisions of Article 6 (commencing with Government Code Section 51290) shall apply to farmland security zone contracts created pursuant to Article 7 except as specifically provided in Article 7 (commencing with Government Code Section 51296) (Government Code Section 51297.1).

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) except as specifically provided in Article 7 (commencing with Government Code Section 51296) (Government Code Section 51297.1). 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 Government Code Section 51291(b). When land in an agricultural preserve pursuant to this contract is acquired by a public agency, the public agency shall notify the Director of Conservation within 10 working days in accordance with Government Code Section 51291(c).

(c) If after giving notice required under Government Code Sections 51291 (b) and 51291 (c) and before the project is completed within the preserve, the public agency, person or agent proposes any significant change in the public improvement, it shall give notice of the changes to the Director and the local governing body responsible for administration of the preserve. Within 30 days thereafter, the Director or local governing body may forward to the public agency, person or agent their comments with respect to the effect of the change to the public improvement and the compliance of the changed public improvement with Article 6. Any action or proceeding regarding notices or findings required by Article 6 filed by the Director of Conservation or local governing body administering the preserve shall be governed by Government Code Section 51294 (Government Code Section 51291(e)).

## 12. NOTICE OF NONRENEWAL

(a) Nonrenewal of a farmland security zone contract shall be pursuant to Article 3, (commencing with Government Code Section 51240), except as otherwise provided in Article 7, (commencing with Government Code Section 51296) pursuant to Government Code Section 51296.9.

(b) If either party desires in any year not to renew this contract, that party shall serve written notice of nonrenewal pursuant to Government Code Section 51245 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 7 above.



(c) If either party serves written notice of nonrenewal in any year within the time limits of (b) 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.

13. LIABILITY UPON NOTICE OF NONRENEWAL

Pursuant to Revenue and Taxation Code Section 426, as may be amended from time to time, notwithstanding any provision of Revenue and Taxation Code Section 423 to the contrary, if either the County, or the Owner of the property subject to this Contract, has served Notice of Nonrenewal as provided in Section 51091, 51245, and 51296.9 of the Government Code, the County Assessor shall, unless the parties shall have subsequently rescinded the Contract pursuant to Government Code Section 51245 or 51255, value the property as provided herein.

(a) If Owner serves Notice of Nonrenewal, or the County serves Notice of Nonrenewal and the Owner fails to protest as provided in Section 51091, 51245, and/or 51296.9 of the Government Code, subdivision (b) below, shall apply immediately. If the County serves Notice of Nonrenewal and the Owner does protest as provided in Section 51091, 51245, and/or 51296.9 of the Government Code, subdivision (b) shall apply when less than six years remain until the termination of the period for which the property is enforceably restricted.

(b) Where any of the conditions in subdivision (a) apply, the Board or Assessor in each year until the termination of the period for which the property is enforceably restricted shall do all of the following:

(1) Determine the value of the property pursuant to Section 110.1 of the Revenue and Taxation Code. If the property is not subject to Section 110.1 of the Revenue Code when the restriction expires, the value shall be determined pursuant to Section 110 of the Revenue and Taxation Code as if it were free of contractual restriction. If the property will be subject to a use for which the Revenue and Taxation Code provides a special restricted assessment, the value shall be determined as if it were subject to the new restriction.

(2) Determine the value of the property by capitalization of income as provided in Section 423 and without regard to the existence of any of the conditions in subdivision (a).

(3) Subtract the value determined in paragraph (2) of subdivision (b) by capitalization of income from the full cash value determined in paragraph (1) of subdivision (b).

(4) Using the rate announced by the board pursuant to paragraph (1) of subdivision (b) of Section 423, discount the amount obtained in paragraph (3) of subdivision (b) for the number of years remaining until the termination of the Contract.

(5) Determine the value of the property by adding the value determined by capitalization of income as provided in paragraph (2) of subdivision (b) and the value obtained in paragraph (4) of subdivision (b).

(6) Apply the ratio prescribed in Revenue and Taxation Code Section 401 to the value of the land determined in paragraph (5) of subdivision (b) to obtain its assessed value.

#### 14. TERMINATION OF FARMLAND SECURITY ZONE DESIGNATION

Upon termination of the farmland security contract, the farmland security zone designation for the property shall simultaneously be terminated (Government Code Section 51296.1.(e)).

#### 15. CANCELLATION

A petition for cancellation of this contract may only be filed by the property owner/s. The Board may grant a petition only in accordance with the procedures provided in Article 5 (commencing with Section 51280) if both of the findings of Government Code Section 51282(a)(1&2) are made and only if all of the requirements of Government Code Section 51297 are met. 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 by resolution, grant a petition in accordance with the procedures provided in Article 5 (commencing with Government Code Section 51280), and only if all of the requirements pursuant to Government Code Sections 51282 and 51297 are met. Prior to the adoption of a resolution consenting to the request of the landowner to cancel this contract, the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under contract within the agricultural preserve in which the property described in Exhibit A is located, and shall be published pursuant to Government Code Section 6061. In addition, at least 10 working days prior to the hearing, a notice of hearing and a copy of the landowner's petition shall be mailed to the Director of Conservation pursuant to Government Code Section 51284. At the hearing, or prior thereto, the owner of any property in which this agricultural preserve is situated may protest such cancellation to the Board of Supervisors.

(b) The Board of Supervisors may by resolution, grant a petition by the Owner/s to cancel this contract only if the Board makes both of the findings specified in Government Code Sections 51282 (a)(1) and 51282 (a)(2) and finds based on substantial evidence in the record that (1) The cancellation is

consistent with the purposes of the California Land Conservation Act of 1965 as amended (Government Code Section 51282(a)(1)) and, (2) the cancellation is in the public interest (Government Code Section 51282(a)(2)) and, only if all of the following requirements are met pursuant to Government Code Section 51297:

- (i) That no beneficial public purpose would be served by the continuation of the contract.
- (ii) That the uneconomic nature of the agricultural use is primarily attributable to circumstances beyond the control of the landowner and the local government.
- (iii) That the landowner has paid a cancellation fee equal to 25 percent of the cancellation valuation calculated in accordance with subdivision (b) of Section 51283.
- (iv) The Director of Conservation approves the cancellation. The director may approve the cancellation after reviewing the record of the tentative cancellation provided by the city or county, only if he or she finds both of the following:
  - (A) That there is substantial evidence in the record supporting the decision.
  - (B) That no beneficial public purpose would be served by the continuation of the contract.
- (v) A finding that no authorized use may be made of a remnant contract parcel of five acres or less left by public acquisition pursuant to Government Code Section 51295, may be substituted for the finding in Government Code Section 51282 (a).

#### 16. 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 25% percent of the cancellation valuation of the property, calculated in accordance with Government Code 51283(b) (Government Code Section 51297).
- (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.

## 17. 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.

## 18. 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.

## 19. 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.

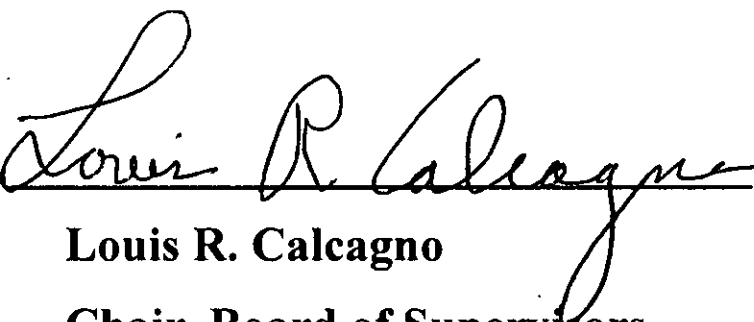
If incompatible uses during the period of breach have diminished the ability of the property to contribute to the production of food and fibre on the lien date, the property shall be reassessed at full cash value, and the Farmland Security Zone designation shall be terminated.

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, or as otherwise provided in provisions 13. or 16. above, as applicable as determined by the County Assessor, consistent with the provisions of the Revenue and Taxation Code, as may be amended from time to time.

**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 chairperson of the Board of Supervisors.

**COUNTY OF MONTEREY**

Dated: December 7, 2009

By:   
**Louis R. Calcagno**  
**Chair, Board of Supervisors**

**ACKNOWLEDGMENT**

State of California )

County of Monterey )

On 12/7/, 2009, before me GAIL T. BORKOWSKI, Clerk of the Board of Supervisors, personally appeared LOUIS R. CALCAGNO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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

By   
Deputy

[COUNTY SEAL]:



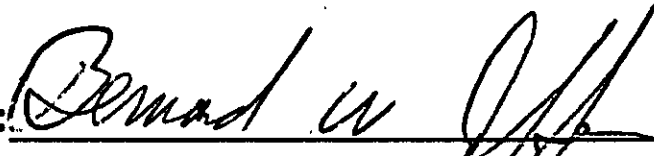
Legal Reference for Acknowledgment by County Official:  
Civil Code Sections 1181, 1184, 1185, 1188, 1189  
Code of Civil Procedure Section 2012

**OWNER/S:**

**JEFFERSON HOME RANCH PARTNERSHIP  
I, L.P. AND JEFFERSON AND SONS, LLC**

**Jefferson Home Ranch Partnership I, L.P.,  
AND,**

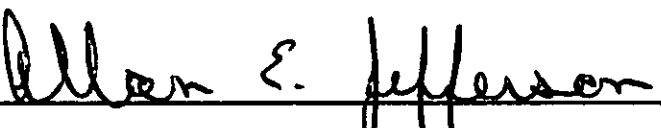
Dated: 11-16-09

By:  AND,  
Bernard W. Jefferson, General Partner

Dated: 11-16-09

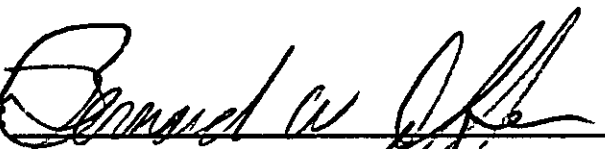
By:  AND,  
Jacob K. Jefferson, General Partner

Dated: 11-16-09

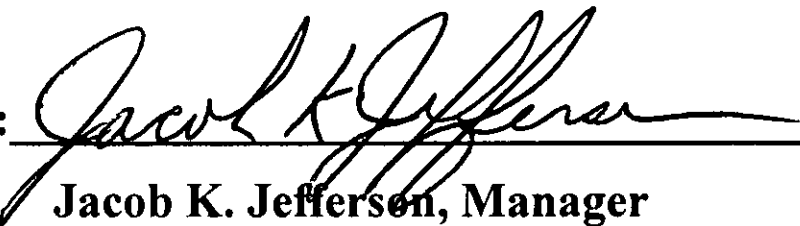
By:  AND,  
Allan E. Jefferson, General Partner

**Jefferson and Sons, LLC, OWNER(S).**

Dated: 11-16-09

By:   
Bernard W. Jefferson, Manager

Dated: 11-16-09

By:   
Jacob K. Jefferson, Manager

Dated: 11-16-09

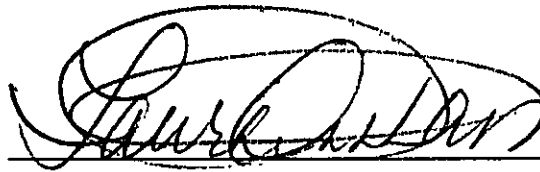
By:   
Allan E. Jefferson, Manager

STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On Nov. 16, 2009, before me, Laura Ann Davis, Notary Public, personally appeared Bernard W. Jefferson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

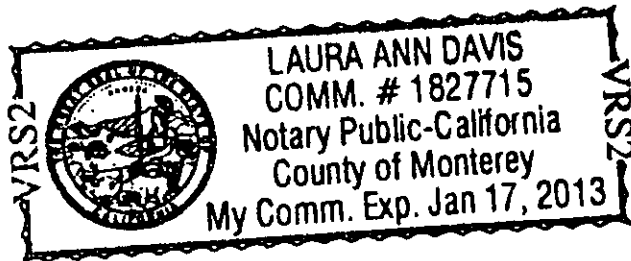
*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.



Notary Public

[SEAL]



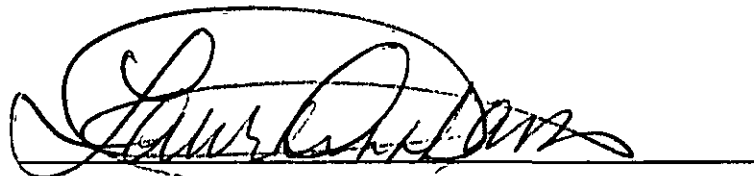


STATE OF CALIFORNIA  
COUNTY OF MONTEREY

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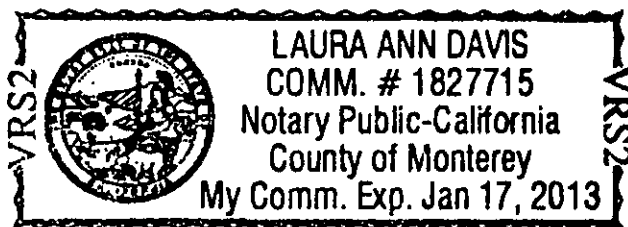
*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.



Notary Public

[SEAL]

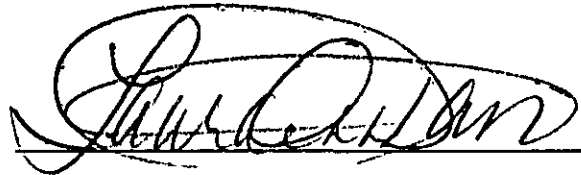


STATE OF CALIFORNIA  
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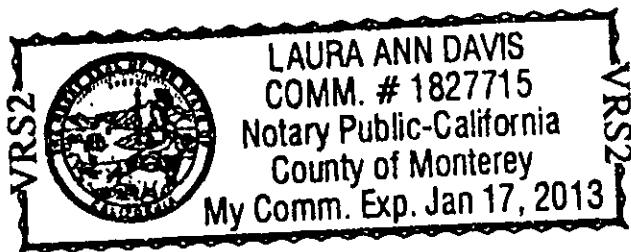
*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.



Notary Public

[SEAL]

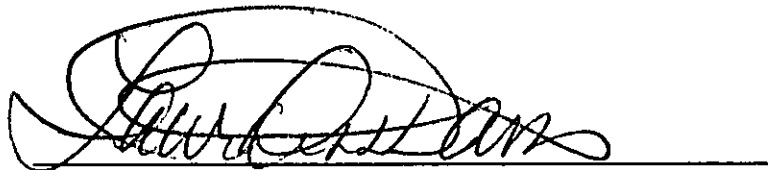


STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On Nov. 16, 2009, before me, Laura Ann Davis, Notary Public, personally appeared Bernard W. Jefferson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~, subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

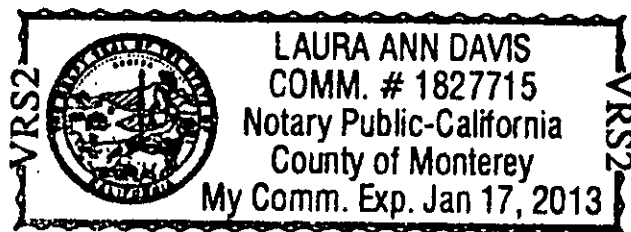
*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.



Notary Public

[SEAL]

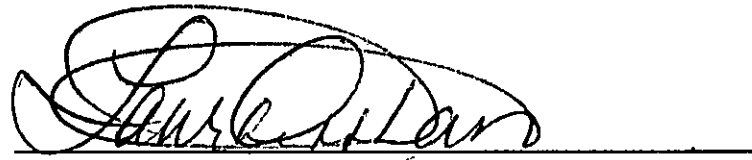


STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On Nov 16, 2009, before me, Laura Ann Davis, Notary Public, personally appeared Jacob K. Jefferson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

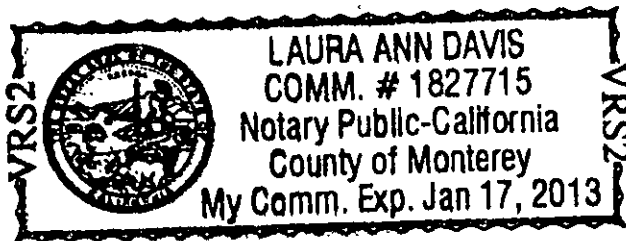
*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.



Notary Public

[SEAL]

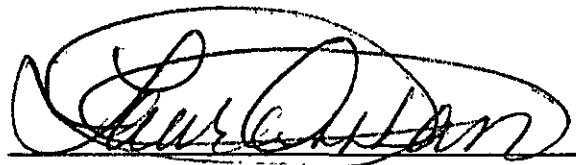


STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On Nov. 16, 2009, before me, Laura Ann Davis, Notary Public, personally appeared Allan E. Jefferson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

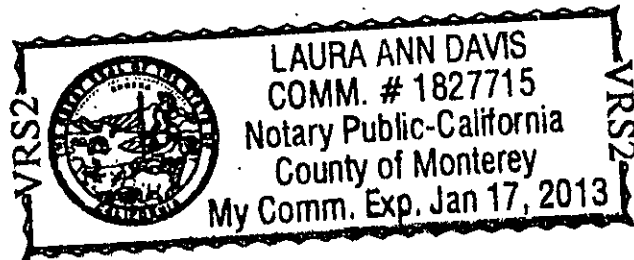
*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

WITNESS my hand and official seal.



Notary Public

[SEAL]



THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I(A):

A portion of Lot 3 as shown on Map entitled, "Partition Map of Lot C of the Rancho Bolsa Potrero y Moro Cojo, Monterey County, Calif.", etc., filed for record November 19, 1920 in Volume 2 of Surveys at Page 3 therein, Monterey County Records, California, and a part of Lot 8 of the "Partition of Lot B of the Rancho Bolsa Potrero y Moro Cojo, Monterey County, California", as shown on map recorded in Volume 2 of Surveys at Page 2 therein, Monterey County Records, California, and described as follows, to-wit:

Beginning at a 3/4 inch diameter iron pipe corner, replacing a 6" x 6" survey post marked O, Agreed Line, standing at the most Westerly corner of the said Lot 3 of Lot C, as shown on said Map, and running thence along the Agreed Boundary and Westerly boundary of the said Lot 3 of Lot C,

(1) North 17° 53' East, 134.80 feet to post B, C, G, standing at the common corner to the said Lot 3 of Lot C, and at the most Southern corner of the said Lot 8 of Lot B of said Partition; thence along the Agreed Boundary and Westerly boundary line of Lot 8 of Lot B;

(2) North 17° 53' East, 237.14 feet to a 1 1/2 inch diameter iron pipe corner standing on the Left Bank of the Salinas River; thence leaving said Agreed Boundary and Westerly line of Lot 8 of Lot B, and running along the Left Bank of the Salinas River;

(3) North 73° 17' East, 196.23 feet to a point on the dividing line between the said Lot 8 of Lot B and the said Lot 3 of Lot C, and from which the common corner to said Lots on the Agreed Line bears South 42° 44' 45" West, 384.17 feet distant; thence along the Left Bank of the Salinas River, and running over Lot 3 of Lot C, with the following described eight (8) courses and distances;

(4) North 73° 17' East, 142.23 feet to a 3/4 inch diameter iron pipe corner; thence

(5) North 68° 12' East, 314.05 feet to a 3/4 inch diameter iron pipe corner; thence

(6) South 89° 35' East, 79.96 feet to a 3/4 inch diameter iron pipe corner; thence

(7) North 53° 57' East, 217.95 feet to a 3/4 inch diameter iron pipe corner; thence

(8) North 60° 37' East, 437.14 feet to a 3/4 inch diameter iron pipe corner; thence

(9) North 72° 40' East, 173.55 feet to a 3/4 inch diameter iron pipe corner; thence

(10) North 79° 21' East, 200.28 feet to a 3/4 inch diameter iron pipe corner; thence

(11) South 89° 19' East, 52.49 feet to a 1 1/2 inch diameter iron pipe corner, standing on the exterior boundary line of the said Lot 3 of Lot C of said Partition, and thence along said exterior boundary of the same with the following three (3) courses and distances;

(12) Leave the Left Bank of the Salinas River and along the said Agreed Boundary line of Lot 3 of Lot C of said Partition as shown on said map, South 13° 50' 30" East, 452.94 feet to old survey post marked TM, and JB, HC; thence

(13) South 55° 09' 30" West, 1768.30 feet to a 1 1/2 inch diameter iron pipe corner, replacing survey post marked Q, TM, JB, HC; thence

EXHIBIT <sup>A</sup>  
PAGE 1 OF 7 PAGES

(14) North 44° 03' West, at 320.48 feet old survey post standing on line and continue, 630.80 feet to the place of beginning.

EXCEPT that portion lying between the boundaries of the said Rancho Bolsa Potrero y Moro Cojo and Rancho Rincon de las Salinas, said portion being unpatented, as heretofore excepted.

PARCEL I(B):

That certain real property situate in the Rancho Bolsa Potrero y Moro Cojo, in Monterey County, California, and being a portion of Lot 3 as shown on Map entitled, "Partition Map of Lot C of the Rancho Bolsa Potrero y Moro Cojo, Monterey County, Calif.", etc., filed for record November 19, 1920, in Volume 2 of Surveys at Page 3 therein, Monterey County Records, California, and described as follows, to-wit:

Beginning at a 3/4 inch diameter iron pipe corner, standing on the left bank of the Salinas River, and on the Southeasterly boundary line of the said Lot 3 of Lot C, and from which the most Southerly corner of the said Lot 3, of Lot C, bears South 81° 52 1/2' East, 348.92 feet distant, and running thence along the exterior boundaries of the said Lot 3 of Lot C, with the following described six (6) courses and distances, and along Agreed Boundary Line, as per Map,

(1) North 81° 52 1/2' West, 142.28 feet to the line between Lots 1 and 10 of the Partition of the Rancho Rincon de las Salinas; thence

(2) North 0° 17 1/2' West, 121.8 feet to the corner of Lots 1 and 10; thence

(3) North 81° 52 1/2' West, 715.10 feet to a 4" x 4" post marked RS 40; thence

(4) North 49° 50' West, 961.1 feet to a 4" x 4" post marked TM, & JBHC, Agreed Line, standing in fence corner; thence

(5) North 40° 23 1/2' East, along fence, 1527.0 feet to station; thence

(6) North 58° 59 1/2' East, 220.53 feet to a 1 1/2 inch diameter iron pipe corner standing on the left bank of the Salinas River; thence leaving the exterior boundaries of the said Lot 3 of Lot C, and running over the same, and along the left bank of the Salinas River, with the following described ten (10) courses and distances;

(7) South 64° 55' East, 238.26 feet to a 3/4 inch diameter iron pipe corner; thence

(8) South 56° 21' East, 189.65 feet to a 3/4 inch diameter iron pipe corner; thence

(9) South 10° 51' East, 210.55 feet to a 3/4 inch diameter iron pipe corner; thence

(10) South 54° 14' East, 122.03 feet to a 3/4 inch diameter iron pipe corner; thence

(11) South 12° 53' East, 292.31 feet to a 3/4 inch diameter iron pipe corner; thence

(12) South 6° 32' East, 583.86 feet to a 3/4 inch diameter iron pipe corner; thence

(13) South 12° 27' West, 468.29 feet to a 3/4 inch diameter iron pipe corner; thence

(14) South 55° 09' West, 103.94 feet to a 3/4 inch diameter iron pipe corner; thence

(15) South 7° 25' West, 157.04 feet to a 3/4 inch diameter iron pipe corner; thence

EXHIBIT <sup>A</sup>  
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(16) South 14° 39' West, 121.24 feet to the place of beginning.

EXCEPT all that portion lying between the boundaries of said Rancho Bolsa Potrero y Moro Cojo and Rancho Rincon de las Salinas, said portion being unpatented, as heretofore excepted.

PARCEL I(C):

Beginning at a post marked 44 standing in the fence on the boundary line between the Rincon de las Salinas Rancho and the City-Lands of Monterey, as shown on map herein referred to; thence North 26° 45' East, 28.35 chains to a post marked 45, standing in a fence; thence along the fence North 15° 40' West, 5.45 chains to a live oak tree standing on top of the bluff bank above the bottom lands of the Salinas River; thence descending to the bottom lands, North 26° 15' East, 4.27 chains to a post marked 46 in corner of fence; thence North 60° 52' East, 21.83 chains to post marked 47 in the boundary of the Rincon de las Salinas Rancho; thence following said boundary, South 50° East, 6.85 chains to post R.S. 40; thence South 82° East, 10.80 chains to station in Salinas River; thence up said river, South 0° 25' East, 5.11 chains to station; thence leaving the river channel, South 56° 26' West, 31.41 chains to post marked 125; thence South 14° 40' West, 25.75 chains to a stake in the fence on the boundary between the City-Lands of Monterey and the Rincon de las Salinas Rancho; thence along said fence and boundary, North 62° West. At 2.31 chains pass a post marked 117, at 5.42 chains pass a post marked 118, 17.60 chains to the place of beginning, and being part of Lots I, XI and XII in the partition of the lands of Martin Brothers and the heirs of John W. Jefferson on the Rincon de las Salinas Rancho by the Superior Court of Monterey County in 1892, a copy of the map showing said partition being attached to the Partition Decree recorded in Volume 39 of Deeds, at Page 58, Monterey County Records. EXCEPT the Southwesterly 100 feet, as described in the deed to Monterey Peninsula Garbage and Refuse Disposal District, recorded October 19, 1964 on Reel 370 of Official Records, Page 133, Monterey County Records.

PARCEL I(D):

Beginning at a post marked 44 standing in a fence on the Southwest corner of Lot I and in the North boundary of J. G. Armstrong's land; thence along the line of Lot I, North 26° 45' East, 28.35 chains to post marked 45 standing in a fence; thence along the fence, North 15° 40' West, 5.45 chains to a live oak tree standing on top of the bluff of the table land; thence descending into the bottom land, North 26° 15' East, 4.27 chains to post marked 46 in the corner of fences; thence North 60° 52' East, 21.83 chains to the boundary of the Rancho Rincon de las Salinas; thence along the said boundary, North 50° West, 16.65 chains to R. S. 39; thence North 40° East, 29.60 chains to R.S. 38; thence North 23° 45' West, 2.60 chains to R.S. 37; thence North 66° 30' West, 12.80 chains to R. S. 36; thence South 74° West, 6.80 chains to R. S. 35; thence South 14° East, 9.30 chains to R. S. 34; thence South 55° West, 31.60 chains to R.S. 33; thence North 28° 30' West, 3.00 chains to post marked 50; thence leaving the Rancho boundary, South 26° 45' West, 22.00 chains to post 49 in the middle of a private road; thence along the center of said private road, South 44° 05' East, 13.00 chains to post 48; thence leaving the road, South 26° 45' West, 23.82 chains to post marked 47 in the fence on the North boundary of J. G. Armstrong land; thence along the said fence, South 62° East, 19.82 chains to the place of beginning, and being Lot II on Map of Partition of a part of the Rancho Rincon de las Salinas, made in 1892 by D. P. Davies, A. B. Jackson and John T. Porter, Referees in Partition, appointed by the Superior Court of the State of California, County of Monterey, in the cause entitled John Martin, plaintiff, vs. James Martin, et als, defendants, a copy of said map being attached to the Partition Deed filed in Volume 39 of Deeds, at Page 58, Monterey County Records.

EXCEPT the Southwesterly 100 feet, as described in the deed to Monterey Peninsula Garbage and Refuse Disposal District, recorded October 19, 1964 on Reel 370 of Official Records, Page 133, Monterey County Records.

PARCEL I(E):

Beginning at a post marked 50 in the boundary of the Rancho Rincon de las Salinas, from which station R.S. 33 bears South 28° 30' East, 3.00 chains distant; thence North 28° 30' West, 13.00 chains to station R. S. 32;

EXHIBIT A  
PAGE 3 OF 7 PAGES



thence North 17° East, 35 links to post marked 51; thence leaving the ranch boundary, North 51° West, at 6.10 chains post marked 52 in the fence of the Southern Pacific Railroad 6.85 chains to a station in center of railroad; thence along center of railroad, South 39° 50' West, 24.00 chains to station; thence South 37° 35' West, 1.31 chains to station; thence leaving the center of the railroad, South 38° 12' East, at 78 links post marked 53 in fence of railroad and center of private road 14.78 chains to post marked 81 in center of private road; thence South 62° 04' East 9.75 chains to post marked 49 in center of said road; thence leaving road, North 26° 45' East, 22.00 chains to the place of beginning, Exclusive of the railroad, and being Lot III on Map of Partition of a part of the Rancho Rincon de las Salinas, made in 1892 by D.P. Davies, A.B. Jackson and John T. Porter, Referees in Partition, appointed by the Superior Court of the County of Monterey, State of California, in the cause entitled John Martin, plaintiff, vs. James Martin, et als, defendants, a copy of said map being attached to the Partition Deed recorded in Volume 39 Deeds, at Page 58, Monterey County Records.

EXCEPTING THEREFROM any portion in railroad right of way.

ALSO EXCEPTING THEREFROM that portion thereof described as follows:

Beginning at a post marked 49 standing in the fence at the Southeast corner of Lot III as shown and delineated on said Map of the Partition of a Part of the Rincon de las Salinas Rancho made by Order of the Superior Court of Monterey County and dated 1892, at which time the said Lot III was set out and allotted to James Martin; thence along the fence on the Easterly side of said Lot III, North 26° 45' East, 21.62 chains to a stake from which a post marked 50 in the Easterly boundary of said Rincon de las Salinas Rancho bears North 26° 45' East, 38 links distant; thence North 48° West, 2.37 chains to a post; thence North 84° 35' West, 18.74 chains to a post on the fence on the Easterly side of the Southern Pacific Railroad from which an iron pipe set in the ground, with a copper cap marked USGS, Elevation 23 feet, bears South 65° 30' West, distant 7.3 feet; thence along the fence on the East of the said railroad, South 44° 15' West, 6.32 chains to station; thence South 40° 50' West, 1.40 chains to station; thence South 37° 40' West, 2.00 chains to the North line of Lot IV of said Partition; thence leaving the railroad fence and along the line between the said Lots III and IV, South 38° 12' East, 14.00 chains to station; thence South 62° 4' East, 9.75 chains to the place of beginning.

PARCEL I(F):

That part of the Rancho Rincon de las Salinas in the County of Monterey, State of California, particularly described as follows, to wit:

Beginning at a corner of fences on the Easterly line of Lot III as shown on the map of the partition of said Rancho Rincon de las Salinas by the Superior Court of Monterey County in 1892, from which point of beginning a post marked 50, the most Easterly corner of said Lot III, bears North 26° 45' East, 38 links distant; thence along a fence, North 48° West, 2.37 chains to corner; thence along a fence North 84° 30' West, 6.545 chains to corner of fences; thence along a fence, South 27° 45' East, 10.32 chains to corner of fences on the Easterly line of said Lot III; thence along a fence, North 26° 45' East, 7.72 chains to the place of beginning, as shown on said Partition Map, a copy of which was attached to the Partition Decree recorded in Volume 39 of Deeds, at Page 58, Monterey County Records.

PARCEL I(G):

Beginning at a post marked 51 standing in the boundary of the Rincon de las Salinas Rancho, from which station R. S. 32 bears South 17° West, 35 links distant; thence North 51° West, 6.85 chains to the center of the Southern Pacific Railroad; thence along the center of said Railroad, North 39° 50' East, 7.13 chains to the middle of the Salinas River; thence up said river, South 60° East, 3.68 chains to station in boundary of said rancho; thence along said boundary, South 17° West, 8.31 chains to the place of beginning, and being Lot "G" on the Map of Partition of Part of the Rancho Rincon de las Salinas, made in 1892 by D. P. Davies, A. B. Jackson and John T. Porter, Referees in Partition, appointed by the Superior Court of the County of Monterey, State of California, in the cause entitled John Martin, plaintiff, vs. James Martin, et al, defendants, a copy of said map being attached to the Partition Decree recorded in Volume 39 of Deeds, at Page 58, Monterey County Records.

EXHIBIT <sup>A</sup>  
PAGE 4 OF 7 PAGES

EXCEPTING any portion in Railroad right of way.

PARCEL I(H):

Beginning at a stake marked R. S. 32 in the boundary of the Rincon de las Salinas Rancho; thence along the said boundary North 17° East, 8.66 chains to station in middle of Salinas River; thence up said River, North 84° 30' East, 5.61 chains to station in line of Mrs. Wohler's land; thence along said line, South 17° 40' West, 11.87 chains to post in turn of fence; thence along fence, South 44° 05' East, 9.48 chains to corner of fence; thence South 65° 45' West, 5.35 chains to post marked 50 in boundary of the Rincon de las Salinas Rancho; thence along said Rancho boundary, North 28° 30' West, 13.00 chains to the place of beginning, and being a part of the Rancho Rincon de las Salinas which said lot of land is also known and designated as Lot "I" as per Assessor's Map of Monterey County, State of California.

PARCEL I(I):

Beginning at a stake R. S. 33, of the subdivision of a tract owned by the Martin Bros. and the heirs of J. W. Jefferson; thence North 55° East 31.63 chains to stake R. S. 34, of said subdivision; thence North 14° West, 2.02 chains to a stake at the corner of a fence on a compromise line between said Martin Bros. and one Cooper; thence along said compromise line, South 55° West, 26.82 chains to a post C.M.M.; thence South 75° West, 5.66 chains to a Post M. in a wire fence; thence South 40° East, 88 links to a post II & III at the corner of Lots 2 and 3 of said subdivision; thence South 28-1/2° East, 3.00 chains to the place of beginning, courses true, Magnetic variation being 16° 2' East, which said lot of land is also known and designated as Lot "J" as per Assessor's Map of Monterey County, State of California.

EXCEPT that portion of the last above described parcel included within the above described Parcels Five and Eight.

PARCEL I(J):

Beginning at a stake R. S. 39 of the subdivision of a tract owned by said Martin Bros. and the heirs of J. W. Jefferson; thence South 50° 25' East, 8.88 chains to a junction of two wire fences; thence along a wire fence, North 40° East, 23.24 chains to another wire fence; thence along said last named fence, North 24° West, 3.73 chains; thence North 10-1/2° West, 7.31 chains to a station R. S. 38 in the Salinas River from which a witness post marked W. P. R. S. 38 bears South 39-3/4° West, 9.00 chains distant; thence South 39-3/4° West, 29.60 chains to the place of beginning, courses true, magnetic variation being 16° 2' East, which said lot of land is also known and designated as Lot "K", as per Assessor's Map of Monterey County, State of California.

APN: 229-011-009, 229-011-015, 135-101-009, 135-101-010

EXHIBIT <sup>A</sup>  
PAGE 5 OF 7 PAGES

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

"Lot 3A" and "Lot 4A", as said lots are shown and so designated on the Record of Survey filed May 6, 2008, Volume 30, Surveys, Page 1, Official Records, Monterey County.

PARCEL II:

A right of way for road purposes as set apart in the Decree of Partition in an action had in the Superior Court of the State of California in and for the County of Monterey, entitled John Martin, Plaintiff, vs. James Martin, et al, Defendants, Case No. 1828, a certified copy of which Decree was recorded in Volume 39 of Deeds at Page 58, and as shown on the Map attached to the record of said Decree.

PARCEL III:

That certain 40 foot easement and right of way over and across a strip of land described as follows:

Commencing at the northerly corner of the right-of-way for road and utility purposes as reserved in the deeds executed by Opal Nielsen, recorded March 31, 1975, Reel 968, Pages 337, 339, 342 and 345, Official Records, Monterey County, and thence along the westerly boundary thereof S. 14° 14' 30" W., 230 feet more or less to the True Point of Beginning of said route, thence

(1) North 46° 30' East, 182 feet; thence

(2) South 86° 30' East, 701 feet to a buried pipe.

Excepting therefrom that portion of said easement lying with "Lot 4A", as said lot is shown and so designated on the Record of Survey filed May 6, 2008, Volume 30, Surveys, Page 1, Official Records, Monterey County.

PARCEL IV:

A right of way for road and utility purposes over, upon and across the following described strip of land:

A strip of land 40 feet wide lying along, contiguous to and easterly from the following described line:

Beginning at the northerly corner of that certain 54.993 acre tract of land described in the deeds executed by Opal Nielsen, recorded March 31, 1975, Reel 968, Pages 337, 339, 342 and 345, Official Records, Monterey County, and running thence along the westerly boundary thereof S. 14° 42' 30" W., 840 feet, more or less, to the centerline of a private road (40 feet wide, as set out on Partition Map filed January 7, 1893 in Volume 39 of Deeds at Page 58, records of said county, as shown on map filed May 1, 1961 in Volume 6 of Surveys at Page 98, records of said county).

PARCEL V:

An Easement for road granted by the Monterey County Trust & Savings Bank, as Trustee, for John Cooper Orcutt, to Jacob K. Jefferson and Maude H. Jefferson, recorded October 24, 1939 in Volume 639 Official Records of Monterey County, at Page 146, over the land containing an area of 1.09056 acres, more particularly described as follows:

A Portion of the Rancho Bolsa Potrero Y Moro Cojo, in Monterey County, California, being a part of Lot 5 of Lot C, allotted to Alice F. Orcutt, in fee simple absolute, in the Final Judgment and Decree of Partition, in the

Superior Court of the State of California, in and for the County of Monterey, Action No. 5774, entitled, Mabel Ellsworth Cooper, plaintiff vs. John B. R. Cooper, et al, Defendants, dated November 19, 1920, in Volume 177 of Deeds at Page 310 therein, Monterey County Records, California, with copy of partition map attached, and being particularly described as follows, to-wit:

A strip of land 12 feet wide extending along the northwest side of said Lot 5, and lying contiguous, adjacent and southeasterly of the division line between Lots 4 and 5 of said Partition, and described as follows:

Commencing at a granite monument marked "Y", standing at the common corner of Lots 4 and 5 of said Partition, at the northwestern corner of Lot 5, and running thence along the line between Lots 4 and 5,

(1) N. 41° 15' 15", E., at 1183.7 feet a 4 x 4 post marked L4, L5, C., on Line; 3973.8 feet to a granite monument marked W, on the southwest side of the Blanco-Nashua County Road (40 feet wide), and from which a steel bar standing in the center of said road at the common corner to Lots 4 and 5 bears N. 41° 15' 15" E., 20.1 feet distant; thence leaving the line between Lots 4 and 5, and along the southwest side of the Blanco-Nashua County Road,

(2) S. 42° 17' 45" E., 12.07 feet to station; thence leaving the southwest side of said road and running parallel to and distant 12 feet, measured at a right angle, from the line between Lots 4 and 5;

(3) S. 41° 15' 15" W., 3980.53 feet to station on the southwest side of Lot 5, and thence along the line and southwest side of Lot 5,

(4) N. 14° 45' 30" W., 14.47 feet to the place of beginning.

PARCEL VI:

The Right to use such additional width, over the 12 foot wide road right of way described in Parcel V above, as may be necessary for the construction of a road across the slough with extends across and near the center of Lot 5; such additional width being necessary for side slopes and stability of road bed, and for dredging of earth for the construction of a road right of way across said slough.

PARCEL VII:

A non-exclusive easement for "Reciprocal Road Easement" as described in that certain document recorded August 1, 2008, Instrument No. 2008050129, of Official Records, Monterey County.

APN: 229-011-029, 229-011-030, 229-011-031, 229-011-032, 229-011-033

EXHIBIT A  
PAGE 7 OF 7 PAGES

## **“EXHIBIT B” - FARMLAND SECURITY ZONE COMPATIBLE USES**

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

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced.
2. Structures necessary and incidental to the agricultural use of the land.
3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner. Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.
4. Dwelling for persons employed by owner or lessee and the family of employee or lessee incidental to the agricultural use of the land.
5. An aircraft landing strip incidental to the agricultural use of the land.
6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.
7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.
8. Public or private hunting of wildlife or fishing.
9. Public or private hunting clubs and accessory structures.
10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.
11. Public or private riding or hiking trails.
12. Removal of natural materials.
13. Disposal site for oil field wastes, provided that any such use shall be made only in accordance with the use permit and other permits issued by the County of Monterey and the California Regional Water Quality Board and such other governmental authority as may have jurisdiction over this use. “Wastes received (discharged) at the site have been, and will continue to be, limited to petroleum and oil field wastes, such as muds, oily water, tank bottom wastes, and brine waters.”
14. Shall not be based on the compatible use provisions contained in Government Code Section 51238.1(c) (*Government Code Section 51296.7*).

**END OF DOCUMENT**

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