

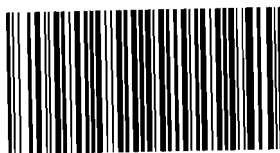
WHEN RECORDED MAIL TO:
Monterey County Government Center
Clerk of the Board
PO Box 1728
Salinas, CA 93902

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

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12/14/2015
8:43:14

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Titles: 1/ Pages: 16

Fees 66.00

Taxes

Other

AMT PAID \$66.00

2015 AMENDMENT LAND CONSERVATION CONTRACT

No. 93-002 Parcel 1

(Little Arthur Creek Land Company LLC, a California Limited Liability Company)

2015 AMENDMENT No. 1 TO LAND CONSERVATION CONTRACT No. 93-002
(as applicable to reconfigured Parcel I pursuant to Board of Supervisors Resolution No. 13-358)

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 **Little Arthur Creek Land Company 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 property is located in an Agricultural Preserve (No. 93-002) heretofore established by County by **Resolution No. 92-35**; and

WHEREAS, the property was the subject of a Lot Line Adjustment (PLN No.130280/Little Arthur Creek Land Company LLC) approved **December 3, 2013**, pursuant to Board of Supervisors **Resolution No. 13-358**; and

WHEREAS, **Condition No. 4 of Resolution No. 13-358** provides that Owner shall enter into a new or amended Land Conservation Contract or Contracts with the Board of Supervisors of the County of Monterey (hereinafter called, "Board") for the Lot Line Adjustment of Williamson Act lands; and

WHEREAS, pursuant to **Resolution No. 13-358** in order to facilitate the Lot Line Adjustment of the subject Agricultural Preserve lands, the Board rescinded a portion of the existing **Land Conservation Contract No. 93-002**, as applicable to the reconfigured lots, and simultaneously authorized the Chair of the Board to execute a new or amended Land Conservation Contract or Contracts which shall be applicable to the reconfigured parcels, consistent with California Government Code Section 51257 pending receipt of new legal descriptions for the reconfigured lots and execution of the new or amended Contract or Contracts by the property owners; and

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

NOW, THEREFORE, County and Owner agree as follows:

1 **CONTRACT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965, AS AMENDED.**

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

2 **RESTRICTION ON USE OF PROPERTY.**

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and fiber for commercial purposes and uses compatible thereto. A list of all such compatible uses is set forth in Exhibit B, attached hereto and by this reference incorporated herein.

Document No. 08299, recorded February 3, 1993
with the Monterey County Recorder
at Reel 2904, Page 1399, County of Monterey,
map 12/10/15

County, by uniform rule adopted by the Board of Supervisors of County, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit A is located; provided, however, County may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit B. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to limit or supersede the planning and zoning powers of County.

3. TERM OF CONTRACT.

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

4. NOTICE OF NONRENEWAL.

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

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

5. NO COMPENSATION.

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

6. SUCCESSORS IN INTEREST.

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

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

7. DIVISION OF LAND.

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

8. EMINENT DOMAIN OR OTHER ACQUISITION.

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

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

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

9. CANCELLATION.

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

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

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

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

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

10. LIABILITY OF OWNER UPON CANCELLATION.

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

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

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

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

11. NOTICES.

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

12. COSTS OF LITIGATION.

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

13. ENFORCEMENT.

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

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

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

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

14. INCORPORATION OF RECITALS.

The recitals to this 2015 Amendment to Land Conservation Contract No. 76-4 are hereby incorporated into this Amendment.

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: Dec. 7, 2015

By: [Signature]
SIMON SALINAS
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 Dec 7, 2015, 2015, before me, Denise Hancock Deputy

Clerk of the Board of Supervisors, personally appeared Simon Salinas, 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.

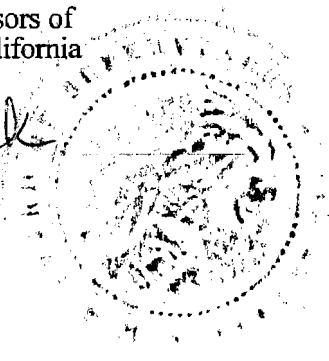
WITNESS my hand and official seal.

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

By: Denise Hancock
Deputy Clerk

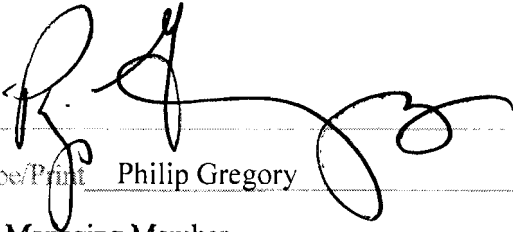
Legal Reference for Acknowledgment by County Official:
Civil Code Sections 1181, 1184, 1185, 1188, 1189
Code of Civil Procedure Section 2012

[COUNTY SEAL]:



OWNER:
Little Arthur Creek Land Company LLC, a
California Limited Liability Company

Dated: 10-20-15

By: 
Type/Print Philip Gregory
Its: Managing Member

Dated: _____

And by: _____
Type/Print _____
Its: Managing Member

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 *santa clara*

On 20th Oct, 2015, before me, HARJIT K SACHDEV,
Notary Public, personally appeared PHILIP GREGORY, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within
instrument and acknowledged to me that he/~~she~~/they executed the within instrument and acknowledged
to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by
his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

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

WITNESS my hand and official seal.

Harjit K Sachdev
Notary Public

[SEAL]



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 _____, 2015, 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 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]

WE WHITSON ENGINEERS

9699 Blue Larkspur Lane • Suite 105 • Monterey, CA 93940
831 649-5225 • Fax 831 373-5065

May 27 2014

Job No.: 1998.01

Exhibit "A"
Legal Description
Lot Line Adjustment
Parcel 1

Certain real property situate in the County of Monterey, State of California, being a portion of Section 15, Township 23 South, Range 14 East, Mount Diablo Baseline and Meridian together with a portion of the land described in the Certificate of Compliance recorded on September 12, 2008 as Document 2008060092, Official Records of Monterey County, California, more particularly described as follows:

Beginning at a Point marked by a 1" diameter iron pipe capped L.S. 4562, said Point being the northwest corner of that 307.292 acre parcel as shown and described on that certain map filed for record on November 5, 1991 in Volume 17 of Surveys at Page 44, Official Records of said County and also lying on the northerly line of said Section 22; thence easterly along the northerly line of said Section 22

1. South 89° 41' 28" East, a distance of 1,314.87 feet, more or less, to a 1" diameter iron pipe capped L.S. 4562 marking the midpoint of the northerly line of Section 22 as shown on said map; thence departing from said northerly line of Section 22 and continuing along the centerline of Section 15 as shown on said map
2. North 00° 16' 06" East, a distance of 617.86 feet, more or less, to a point lying on the southerly sideline of Parkfield-Coalinga Road, a 60 foot wide County road as shown on said map said point marked by a 1/2" rebar capped L.S. 4562; thence along the southerly sideline of Parkfield-Coalinga Road
3. South 19° 47' 11" East, a distance of 197.08 feet, more or less, to a 1/2" rebar capped L.S. 4562; thence
4. South 64° 05' 42" East, a distance 1,036.90 feet, more or less, to a 1/2" rebar capped L.S. 4562; thence departing the southerly sideline of said Parkfield-Coalinga Road
5. South 42° 05' 15" West, a distance of 1,343.47 feet; thence
6. South 00° 33' 07" West, a distance of 1,620.69 feet more or less to the southerly sideline of said 307.292 acre parcel; thence along the southerly sideline of said parcel
7. North 89° 26' 54" West, a distance of 1,436.35 feet, more or less, to a 1 1/2" diameter iron pipe capped L.S. 4562; thence along the westerly sideline of said parcel
8. North 00° 46' 01" East, a distance of 2,631.71 feet, more or less, to the Point of Beginning.

Containing 102.4 acres of land, more or less.

Together with a 60 foot wide easement for road and utility purposes, the centerline of which is described as follows:

Beginning at a Point lying on the easterly sideline of the above described Parcel 1, said point being North 0° 33' 07" East, 1282.43 from the southeasterly corner of the above described Parcel 1; thence following an existing graded road

1. Along a 900.00 foot radius tangent arc curving to the right, through a central angle of 23° 17' 18", for an arc distance of 365.81 feet; thence
2. South 43° 27' 52" East a distance of 20.91 feet; thence
3. Along a 250.00 foot radius tangent arc curving to the left through a central angle of 43° 25' 40", for an arc distance of 189.49 feet, thence
4. South 86° 53' 32" East a distance of 103.10 feet; thence
5. Along a 250.00 foot radius tangent arc curving to the right through a central angle of 20° 20' 20", for an arc distance of 88.75 feet to a point of compound curve; thence
6. Along a 750.00 foot radius tangent arc curving to the right through a central angle of 25° 09' 44", for an arc distance of 329.37 feet, thence
7. South 41° 23' 28" East a distance of 231.72 feet; thence
8. North 48° 36' 32" East for a distance of 49.43 feet; thence
9. Along an 75.00 foot radius tangent arc curving to the right through a central angle of 57° 08' 10", for an arc distance of 74.79 feet; thence
10. Along an 80.00 foot radius tangent arc curving to the left through a central angle of 108° 11' 40", for an arc distance of 151.07 feet; thence
11. Along an 80.00 foot radius tangent arc curving to the right through a central angle of 37° 20' 38", for an arc distance of 52.14 feet; thence
12. North 34° 53' 40" East a distance of 36.82 feet; thence
13. Along a 500.00 foot radius tangent arc curving to the right through a central angle of 60° 22' 36", for an arc distance of 526.89 feet; thence
14. Along a 350.00 foot radius tangent arc curving to the left through a central angle of 25° 03' 26", for an arc distance of 153.07 feet; thence
15. North 70° 12' 50" East a distance of 249.13 feet; thence
16. Along a 300.00 foot radius tangent arc curving to the left through a central angle of 23° 03' 31", for an arc distance of 120.73 feet; thence
17. North 47° 09' 19" East a distance of 32.68 feet more or less to a point on the southerly sideline of Parkfield-Coalinga Road

The sidelines of said easement shall be shortened or prolonged to commence on the boundary of the above described Parcel 1 and terminate on the southerly sideline of Parkfield-Coalinga Road.

Subject to a 60 foot wide easement for road and utility purposes, the centerline of which is described as follows:

Beginning at a Point lying on the south westerly sideline of said Parkfield-Coalinga Road, said Point being distant 392.69 feet South 64° 05' 42" East from the terminus of course number "3" of the description of Parcel 1 above; thence departing the southerly sideline of said Parkfield-Coalinga Road and following an existing road

1. South 25° 54' 18" West, a distance of 6.61 feet; thence
2. Along a 75.00 foot radius tangent arc curving to the left, through a central angle of 21° 24' 23", an arc length of 28.02 feet; thence
3. South 04° 29' 55" West a distance of 147.53 feet; thence
4. Along a 50.00 foot radius tangent arc curving to the right, through a central angle of 53° 32' 30", an arc length of 46.72 feet; thence
5. South 58° 02' 25" West a distance of 333.09 feet; thence
6. Along a 100.00 foot radius tangent arc curving to the right, through a central angle of 32° 50' 34", an arc length of 57.32 feet; thence
7. North 89° 07' 01" West a distance of 105.01 feet; thence
8. Along a 150.00 foot radius tangent arc curving to the left, through a central angle of 56° 09' 07", an arc length of 147.01 feet; thence
9. South 34° 43' 52" West a distance of 274.17 feet; thence
10. Along a 200.00 foot radius tangent arc curving to the right, through a central angle of 11° 48' 52", an arc length of 41.24 feet; thence
11. South 46° 32' 43" West a distance of 77.07 feet; thence
12. Along a 100.00 foot radius tangent arc curving to the left, through a central angle of 26° 11' 38", an arc length of 45.72 feet; thence
13. South 20° 21' 05" West a distance of 238.35 feet; thence
14. North 82° 54' 32" West a distance of 91.70 feet; thence
15. Along a 100.00 foot radius tangent arc curving to the left, through a central angle of 88° 59' 04", an arc length of 155.31 feet; thence
16. South 08° 06' 24" West a distance of 67.14 feet; thence
17. Along a 250.00 foot radius tangent arc curving to the left, through a central angle of 90° 39' 31", an arc length of 395.57 feet; thence
18. South 82° 33' 07" East a distance of 112.36 feet; thence
19. Along a 1,000.00 foot radius tangent arc curving to the right, through a central angle of 06° 32' 40", an arc length of 114.22 feet; thence
20. South 76° 00' 27" East a distance of 279.17 feet; thence
21. Along a 900.00 foot radius tangent arc curving to the right, through a central angle of 9° 15' 17", an arc length of 145.37 feet more or less, to a point on the easterly line of the above described Parcel 1, said point also being North 0° 33' 07" East, 1282.43 feet from the southeasterly corner of the above described Parcel 1.

The sidelines of said easement shall be shortened or prolonged to commence and terminate on the boundary of the above described Parcel 1.

Also being subject to a 60 foot wide easement for road and utility purposes, the centerline of which is described as follows:

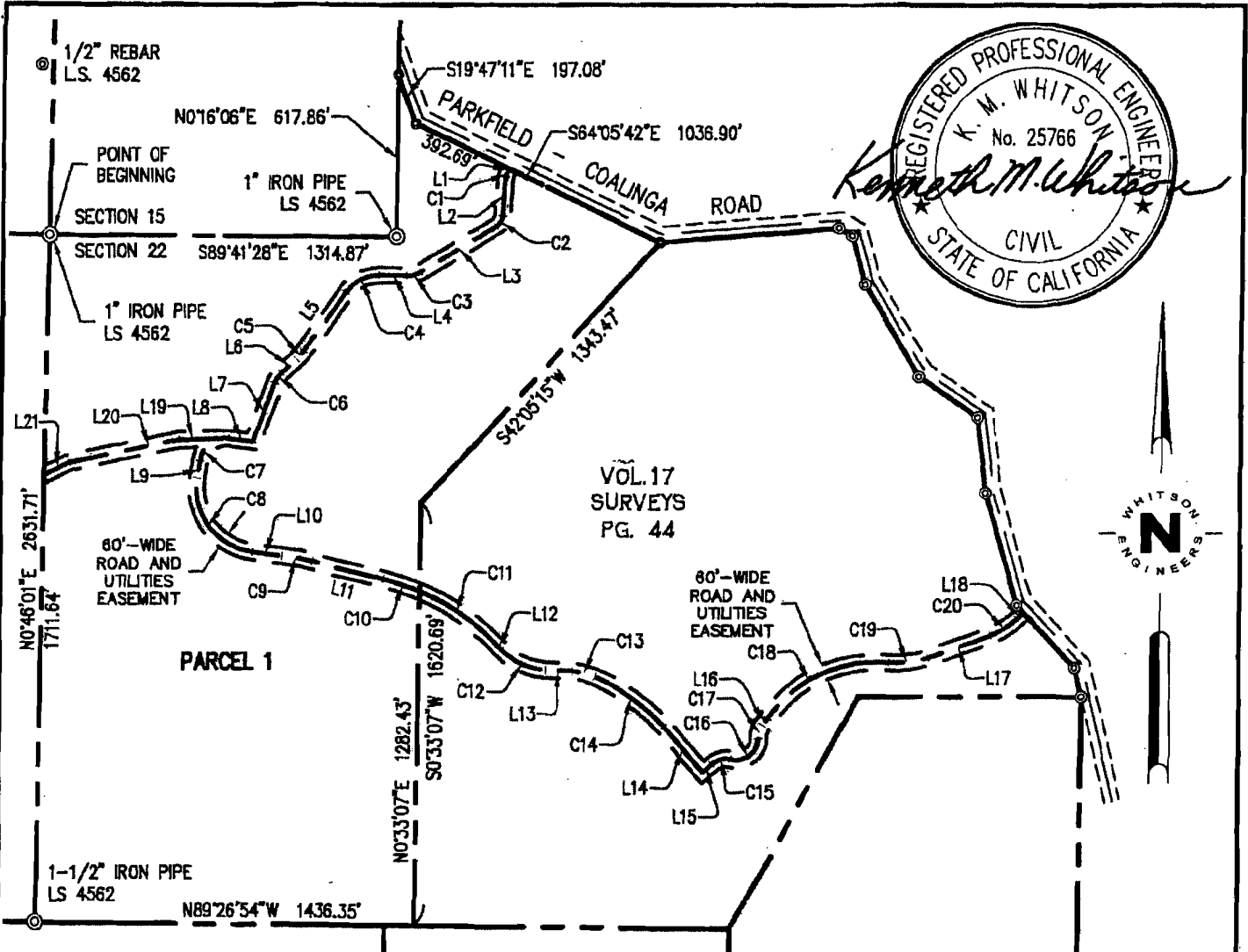
Beginning at a Point lying at the terminus of the aforementioned course number "14" of the above described 60 foot wide easement for road and utility purposes also being the westerly terminus of that course labeled "L8" on the Attachment to Exhibit "A"; thence departing the centerline of the above described easement and following an existing road

1. South 88° 17' 58" West, a distance of 190.00 feet; thence
2. South 78° 02' 33" West, a distance of 420.00 feet; thence
3. South 63° 39' 26" West, a distance of 110.00 feet more or less, to a point lying on the westerly boundary of the above described Parcel 1, said point also being North 0° 46' 01" East, 1,711.64 feet from the southwesterly corner of the above described Parcel .

The sidelines of said easement shall be shortened or prolonged to commence and terminate on the boundary of the above described Parcel 1.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

Parcel 1
End of Description



| CURVE TABLE | | | |
|-------------|-----------|----------|----------|
| CURVE # | DELTA | RADIUS | DISTANCE |
| C1 | 21°24'23" | 75.00' | 28.02' |
| C2 | 53°32'30" | 50.00' | 46.72' |
| C3 | 32°50'34" | 100.00' | 57.32' |
| C4 | 56°09'07" | 150.00' | 147.01' |
| C5 | 11°48'52" | 200.00' | 41.24' |
| C6 | 26°11'38" | 100.00' | 45.72' |
| C7 | 88°59'04" | 100.00' | 155.31' |
| C8 | 90°39'31" | 250.00' | 395.57' |
| C9 | 6°32'40" | 1000.00' | 114.22' |
| C10 | 9°15'17" | 900.00' | 145.37' |

| | | | |
|-----|------------|---------|---------|
| C11 | 23°17'18" | 900.00' | 365.81' |
| C12 | 43°25'40" | 250.00' | 189.49' |
| C13 | 20°20'20" | 250.00' | 88.75' |
| C14 | 25°09'44" | 750.00' | 329.37' |
| C15 | 57°08'10" | 75.00' | 74.79' |
| C16 | 108°11'40" | 80.00' | 151.07' |
| C17 | 37°20'38" | 80.00' | 52.14' |
| C18 | 60°22'36" | 500.00' | 526.89' |
| C19 | 25°03'26" | 350.00' | 153.07' |
| C20 | 23°03'31" | 300.00' | 120.73' |

| LINE TABLE | | | | | |
|------------|-------------|----------|-------------|-------------|---------|
| LINE # | BEARING | DISTANCE | L11 | L12 | L13 |
| L1 | S25°54'18"W | 6.61' | S76°00'27"E | 279.17' | |
| L2 | S4°29'55"W | 147.53' | S43°27'52"E | 20.91' | |
| L3 | S58°02'25"W | 333.09' | S86°53'32"E | 103.10' | |
| L4 | N89°07'01"W | 105.01' | S41°23'28"E | 231.72' | |
| L5 | S34°43'52"W | 274.17' | N48°36'32"E | 49.43' | |
| L6 | S46°32'43"W | 77.07' | N34°53'40"E | 36.82' | |
| L7 | S20°21'05"W | 238.35' | N70°12'50"E | 249.13' | |
| L8 | N82°54'32"W | 91.70' | N47°09'19"E | 32.68' | |
| L9 | S8°06'24"W | 67.14' | S88°17'58"W | 190.00' | |
| L10 | S82°33'07"E | 112.36' | S78°02'33"W | 420.00' | |
| | | | L17 | S63°39'26"W | 110.00' |



PARCEL 1

MONTEREY COUNTY CALIFORNIA

ATTACHMENT TO EXHIBIT "A"

DRAWING PATH: T:\Monterey Projects\1998\199801\SURVEY\LLA2 - PLAT PARCEL 1.dwg

DATE: MAY 27, 2014
SCALE: 1" = 600'
DRAWN: KCL
CHECKED: KMW
PROJECT No.: 1998.01

SHEET
1
OF 1

EXHIBIT "B" attached to all Williamson Act Contracts

LAND CONSERVATION AGREEMENT

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.”

END OF DOCUMENT

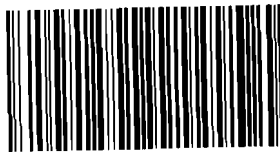
Exhibit B Page 1 of 1

WHEN RECORDED MAIL TO:
Monterey County Government Center
Clerk of the Board
PO Box 1728
Salinas, CA 93902

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

CRALMA
12/14/2015
8:43:14

DOCUMENT: **2015070658**



Titles: 1/ Pages: 16

| | |
|---------------|----------------|
| Fees | 66.00 |
| Taxes | |
| Other | |
| AMT PAID | <u>\$66.00</u> |

2015 AMENDMENT LAND CONSERVATION CONTRACT

No. 93-002 Parcel 2

(Little Arthur Creek Land Company LLC, a California Limited Liability Company)

2015 AMENDMENT No. 2 TO LAND CONSERVATION CONTRACT No. 93-002
(as applicable to reconfigured Parcel 2 pursuant to Board of Supervisors Resolution No. 13-358)

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 **Little Arthur Creek Land Company 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 property is located in an Agricultural Preserve (No. 93-002) heretofore established by County by **Resolution No. 92-35**; and

WHEREAS, the property was the subject of a Lot Line Adjustment (PLN No.130280/Little Arthur Creek Land Company LLC) approved **December 3, 2013**, pursuant to Board of Supervisors **Resolution No. 13-358**; and

WHEREAS, **Condition No. 4 of Resolution No. 13-358** provides that Owner shall enter into a new or amended Land Conservation Contract or Contracts with the Board of Supervisors of the County of Monterey (hereinafter called, "Board") for the Lot Line Adjustment of Williamson Act lands; and

WHEREAS, pursuant to **Resolution No. 13-358** in order to facilitate the Lot Line Adjustment of the subject Agricultural Preserve lands, the Board rescinded a portion of the existing **Land Conservation Contract No. 93-002**, as applicable to the reconfigured lots, and simultaneously authorized the Chair of the Board to execute a new or amended Land Conservation Contract or Contracts which shall be applicable to the reconfigured parcels, consistent with California Government Code Section 51257 pending receipt of new legal descriptions for the reconfigured lots and execution of the new or amended Contract or Contracts by the property owners; and

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

NOW, THEREFORE, County and Owner agree as follows:

1 **CONTRACT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965, AS AMENDED.**

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

2 **RESTRICTION ON USE OF PROPERTY.**

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and fiber for commercial purposes and uses compatible thereto. A list of all such compatible uses is set forth in Exhibit B, attached hereto and by this reference incorporated herein.

* Document No. 08299, recorded February 3, 1993
with the Monterey Page 1 County Recorder
at Reel 2904, Page 1399, County of Monterey.
img
12/10/15

County, by uniform rule adopted by the Board of Supervisors of County, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit A is located; provided, however, County may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit B. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to limit or supersede the planning and zoning powers of County.

3. TERM OF CONTRACT.

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

4. NOTICE OF NONRENEWAL.

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

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

5. NO COMPENSATION.

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

6. SUCCESSORS IN INTEREST.

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

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

7. DIVISION OF LAND.

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

8. EMINENT DOMAIN OR OTHER ACQUISITION.

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

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

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

9. CANCELLATION.

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

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

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

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

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

10. LIABILITY OF OWNER UPON CANCELLATION.

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

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

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

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

11. NOTICES.

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

12. COSTS OF LITIGATION.

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

13. ENFORCEMENT.

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

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

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

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

14. INCORPORATION OF RECITALS.

The recitals to this 2015 Amendment to Land Conservation Contract No. 76-4 are hereby incorporated into this Amendment.

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.

Dated: Dec. 7, 2015

COUNTY OF MONTEREY
By: [Signature]
SIMON SALINAS
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 December 7, 2015, before me, Denise Hancock, Deputy
Clerk of the Board of Supervisors, personally appeared Simon Salinas, 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.

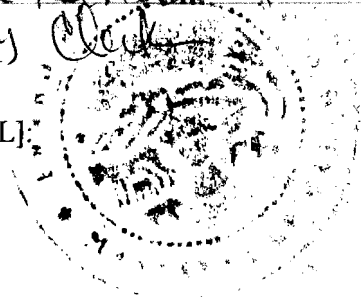
WITNESS my hand and official seal.

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

By: Denise Hancock
Deputy Clerk

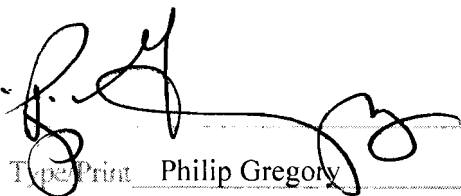
Legal Reference for Acknowledgment by County Official:
Civil Code Sections 1181, 1184, 1185, 1188, 1189
Code of Civil Procedure Section 2012

[COUNTY SEAL]



OWNER:
Little Arthur Creek Land Company LLC, a
California Limited Liability Company

Dated: 10-20-15

By: 
Type/Print Philip Gregory

Its: Managing Member

Dated:

And by:

Type/Print _____

Its: Managing Member

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~~ *Santa Clara*

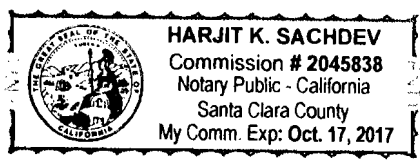
On *20th Oct*, 2015, before me, *HARJIT K SACHDEV -*,
Notary Public, personally appeared *PHILIP GREGORY -*, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

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

WITNESS my hand and official seal.

Harjit K Sachdev
Notary Public

[SEAL]



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 _____, 2015, 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 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]

WE WHITSON ENGINEERS

9699 Blue Larkspur Lane • Suite 105 • Monterey, CA 93940
831 649-5225 • Fax 831 373-5065

April 2, 2014

Job No.: 1998.01

Exhibit "A"
Legal Description
Lot Line Adjustment
Parcel 2

Certain real property situate in the County of Monterey, State of California, being a portion of Sections 15 and 22, Township 23 South, Range 14 East, Mount Diablo Baseline and Meridian as described in the Certificates of Compliance recorded in Document 2008060092 and Document 2012011840, Official Records of Monterey County, California, more particularly described as follows:

Beginning at a Point being marked by a 1-1/2" diameter iron pipe capped L.S. 4562, said Point lying on the southerly sideline on the northeast quarter of section 22 as shown and described on that certain map filed for record on November 5, 1991 in Volume 17 of Surveys at Page 44 Official Records of said County and being South 89° 26' 54" East a distance of 1317.03 feet from the center of said section 22; thence westerly along the southerly line of the northeast quarter of said Section 22

1. North 89° 26' 54" West, a distance of 1,205.80 feet; thence departing from said southerly line
2. North 00° 33' 07" East, a distance of 1,620.69 feet; thence
3. North 42° 05' 15" East, a distance of 1,343.47 feet, more or less, to a point lying on the southerly sideline of Parkfield-Coalinga Road, a 60 foot wide County road as shown on said map, said point marked by a 1/2" rebar capped L.S. 4562; thence along the southerly sideline of Parkfield-Coalinga Road
4. North 85° 26' 10" East, a distance 683.47 feet, to a 1/2" rebar capped L.S. 4562; thence
5. South 59° 28' 22" East, a distance of 56.86 feet, to a 1/2" rebar capped L.S. 4562; thence
6. South 14° 40' 27" East, a distance of 194.40 feet, to a 1/2" rebar capped L.S. 4562; thence
7. South 30° 53' 12" East, a distance of 410.09 feet, to a 1/2" rebar capped L.S. 4562; thence
8. South 54° 35' 31" East, a distance of 269.75 feet, to a 1/2" rebar capped L.S. 4562; thence
9. South 06° 36' 35" East, a distance of 291.57 feet, to a 1/2" rebar capped L.S. 4562; thence
10. South 16° 01' 18" East, a distance of 446.56 feet, to a 1/2" rebar capped L.S. 4562; thence
11. South 42° 50' 41" East, a distance of 325.49 feet, to a 1/2" rebar capped L.S. 4562; thence
12. South 12° 59' 08" East, a distance of 114.06 feet, to a 1/2" rebar capped L.S. 4562; thence departing the southerly sideline of said Parkfield-Coalinga Road
13. North 90° 00' 00" West, a distance of 844.93 feet; thence
14. South 28° 17' 55.6" West, a distance of 1,010.61 feet, more or less, to the Point of Beginning.

Containing 102.6 acres of land, more or less.

Together with a 60 foot wide easement for road and utility purposes, the centerline of which is described as follows:

Beginning at a Point lying on the southerly sideline of said Parkfield-Coalinga Road, said Point being distant 644.21 feet North 64° 05' 42" West from the terminus of the aforementioned course number "3"; thence departing the southerly sideline of said Parkfield-Coalinga Road and following an existing road

1. South 25° 54' 18" West, a distance of 6.61 feet; thence
2. Along a 75.00 foot radius tangent arc curving to the left, through a central angle of 21° 24' 23", an arc length of 28.02 feet; thence
3. South 04° 29' 55" West a distance of 147.53 feet; thence
4. Along a 50.00 foot radius tangent arc curving to the right, through a central angle of 53° 32' 30", an arc length of 46.72 feet; thence
5. South 58° 02' 25" West a distance of 333.09 feet; thence
6. Along a 100.00 foot radius tangent arc curving to the right, through a central angle of 32° 50' 34", an arc length of 57.32 feet; thence
7. North 89° 07' 01" West a distance of 105.01 feet; thence
8. Along a 150.00 foot radius tangent arc curving to the left, through a central angle of 56° 09' 07", an arc length of 147.01 feet; thence
9. South 34° 43' 52" West a distance of 274.17 feet; thence
10. Along a 200.00 foot radius tangent arc curving to the right, through a central angle of 11° 48' 52", an arc length of 41.24 feet; thence
11. South 46° 32' 43" West a distance of 77.07 feet; thence
12. Along a 100.00 foot radius tangent arc curving to the left, through a central angle of 26° 11' 38", an arc length of 45.72 feet; thence
13. South 20° 21' 05" West a distance of 238.35 feet; thence
14. North 82° 54' 32" West a distance of 91.70 feet; thence
15. Along a 100.00 foot radius tangent arc curving to the left, through a central angle of 88° 59' 04", an arc length of 155.31 feet; thence
16. South 08° 06' 24" West a distance of 67.14 feet; thence
17. Along a 250 foot radius tangent arc curving to the left, through a central angle of 90° 39' 31", an arc length of 395.57 feet; thence
18. South 82° 33' 07" East a distance of 112.36 feet; thence
19. Along a 1,000.00 foot radius tangent arc curving to the right, through a central angle of 06° 32' 40", an arc length of 114.22 feet; thence
20. South 76° 00' 27" East a distance of 279.17 feet; thence
21. Along a 900.00 foot radius tangent arc curving to the right, through a central angle of 9° 15' 17", an arc length of 145.37 feet more or less, to a point on the westerly line of the above described Parcel 2, said point being North 0° 33' 07" East, 1282.43 from the southwestery corner of the above described Parcel 2.

The sidelines of said easement shall be shortened or prolonged to commence on the southerly sideline of Parkfield-Coalinga Road and terminate on the boundary of the above described Parcel 2.

Subject to a 60 foot wide easement for road and utility purposes, the centerline of which is described as follows:

Beginning at a Point lying on the westerly sideline of the above described Parcel 2, said Point being distant 1,282.43 feet North 0° 33' 07" East from the terminus of course number "1" of the description of Parcel 2 above; thence departing the westerly sideline of the above described Parcel 2 and following an existing graded road

1. Along a 900.00 foot radius tangent arc curving to the right, through a central angle of 23° 17' 18", for an arc distance of 365.81 feet; thence
2. South 43° 27' 52" East a distance of 20.91 feet; thence
3. Along a 250.00 foot radius tangent arc curving to the left through a central angle of 43° 25' 40", for an arc distance of 189.49 feet, thence
4. South 86° 53' 32" East a distance of 103.10 feet; thence
5. Along a 250.00 foot radius tangent arc curving to the right through a central angle of 20° 20' 20", for an arc distance of 88.75 feet to a point of compound curve; thence
6. Along a 750.00 foot radius tangent arc curving to the right through a central angle of 25° 09' 44", for an arc distance of 329.37 feet, thence
7. South 41° 23' 28" East a distance of 387.48 feet; thence
8. Along a 400.00 foot radius tangent arc curving to the right through a central angle of 41° 14' 27", for an arc distance of 287.91 feet; thence
9. South 00° 09' 01" East for a distance of 42.48 feet more or less, to a point on the easterly sideline of the above described Parcel 2, said point being North 28° 17' 56" East, 202.95 feet from the southeasterly corner of the above described Parcel 2 and the aforementioned "Point of Beginning" of the above described Parcel 2.

The sidelines of said easement shall be shortened or prolonged to commence and terminate on the boundary of the above described Parcel 2.

Also being subject to a 60 foot wide easement for road and utility purposes, the centerline of which is described as follows:

Beginning at a Point lying on the easterly sideline of the above described Parcel 2, said point also lying on the westerly sideline of said Parkfield-Coalinga Road, said Point being distant 40.69 feet South 42° 50' 41" East from the terminus of course number "10" of the description of Parcel 2 above; thence departing the easterly sideline of the above described Parcel 2 and following an existing graded road

1. South 47° 09' 19" West a distance of 32.68 feet; thence
2. Along a 300.00 foot radius tangent arc curving to the right through a central angle of 23° 03' 31", for an arc distance of 120.73 feet; thence
3. South 70° 12' 50" West a distance of 249.13 feet; thence
4. Along a 350.00 foot radius tangent arc curving to the right through a central angle of 25° 03' 26", for an arc distance of 153.07 feet; thence
5. Along a 500.00 foot radius tangent arc curving to the left through a central angle of 60° 22' 36", for an arc distance of 526.89 feet; thence
6. South 34° 53' 40" West a distance of 36.82 feet; thence
7. Along an 80.00 foot radius tangent arc curving to the left through a central angle of 37° 20' 38", for an arc distance of 52.14 feet; thence
8. Along an 80.00 foot radius tangent arc curving to the right through a central angle of 108° 11' 40", for an arc distance of 151.07 feet; thence
9. Along an 75.00 foot radius tangent arc curving to the left through a central angle of 57° 08' 10", for an arc distance of 74.79 feet; thence
10. South 48° 36' 32" West for a distance of 49.43 feet to a point on the centerline of the above described 60 foot wide easement.

The sidelines of said easement shall be shortened or prolonged to commence on the boundary of the above described Parcel 2 and terminate on the sidelines of the above described 60 foot wide easement.

Also being subject to a 60 foot wide easement for road and utility purposes, the centerline of which is described as follows:

Beginning at a Point lying on the easterly sideline of the above described Parcel 2, said point being distant 689.37 feet North $28^{\circ} 17' 56''$ East, 202.95 feet from the southeasterly corner of the above described Parcel 2 and the aforementioned "Point of Beginning" of the above described Parcel 2; thence departing the easterly sideline of the above described Parcel 2 and following an existing graded road

1. North $61^{\circ} 42' 59''$ West a distance of 16.10 feet; thence
2. Along a 175.00 foot radius tangent arc curving to the left through a central angle of $69^{\circ} 40' 28''$, for an arc distance of 212.81 feet; thence
3. South $48^{\circ} 36' 32''$ West for a distance of 159.26 feet to a point on the centerline of the above described 60 foot wide easement

The sidelines of said easement shall be shortened or prolonged to commence on the boundary of the above described Parcel 2 and terminate on the sidelines of the above described 60 foot wide easement.

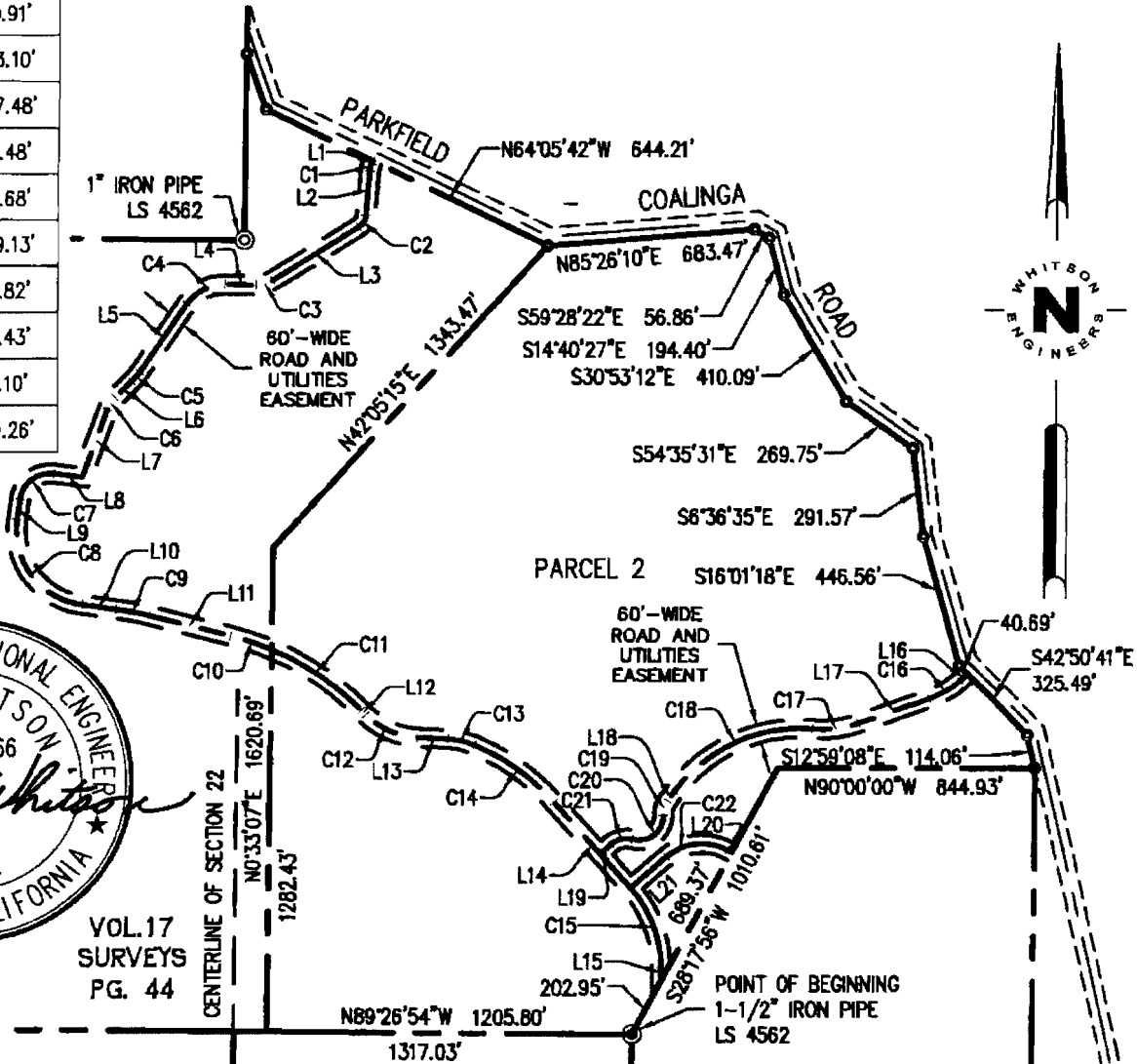
Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

Parcel 2
End of Description

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | S25°54'18"W | 6.61' |
| L2 | S4°29'55"W | 147.53' |
| L3 | S58°02'25"W | 333.09' |
| L4 | N89°07'01"W | 105.01' |
| L5 | S34°43'52"W | 274.17' |
| L6 | S46°32'43"W | 77.07' |
| L7 | S20°21'05"W | 238.35' |
| L8 | N82°54'32"W | 91.70' |
| L9 | S8°06'24"W | 67.14' |
| L10 | S82°33'07"E | 112.36' |
| L11 | S76°00'27"E | 279.17' |
| L12 | S43°27'52"E | 20.91' |
| L13 | S86°53'32"E | 103.10' |
| L14 | S41°23'28"E | 387.48' |
| L15 | S0°09'01"E | 42.48' |
| L16 | S47°09'19"W | 32.68' |
| L17 | S70°12'50"W | 249.13' |
| L18 | S34°53'40"W | 36.82' |
| L19 | S48°36'32"W | 49.43' |
| L20 | N61°42'59"W | 16.10' |
| L21 | S48°36'32"W | 159.26' |

| CURVE TABLE | | | |
|-------------|-----------|----------|----------|
| CURVE # | DELTA | RADIUS | DISTANCE |
| C1 | 21°24'23" | 75.00' | 28.02' |
| C2 | 53°32'30" | 50.00' | 46.72' |
| C3 | 32°50'34" | 100.00' | 57.32' |
| C4 | 56°09'07" | 150.00' | 147.01' |
| C5 | 11°48'52" | 200.00' | 41.24' |
| C6 | 26°11'38" | 100.00' | 45.72' |
| C7 | 88°59'04" | 100.00' | 155.31' |
| C8 | 90°39'31" | 250.00' | 395.57' |
| C9 | 6°32'40" | 1000.00' | 114.22' |
| C10 | 9°15'17" | 900.00' | 145.37' |
| C11 | 23°17'18" | 900.00' | 365.81' |

| | | | |
|-----|------------|---------|---------|
| C12 | 43°25'40" | 250.00' | 189.49' |
| C13 | 20°20'20" | 250.00' | 88.75' |
| C14 | 25°09'44" | 750.00' | 329.37' |
| C15 | 41°14'27" | 400.00' | 287.91' |
| C16 | 23°03'31" | 300.00' | 120.73' |
| C17 | 25°03'26" | 350.00' | 153.07' |
| C18 | 60°22'36" | 500.00' | 526.89' |
| C19 | 37°20'38" | 80.00' | 52.14' |
| C20 | 108°11'40" | 80.00' | 151.07' |
| C21 | 57°08'10" | 75.00' | 74.79' |
| C22 | 69°40'28" | 175.00' | 212.81' |



• 1/2" REBAR
L.S. 4562



VOL. 17
SURVEYS
PG. 44

CENTRELINE OF SECTION 22
N0°33'07"E 1620.89'
1282.43'

PARCEL 2

| | | | | | |
|--|--------------------------------------------------------------------------------|------------|---------------------|----------------------|------|
| | MONTEREY COUNTY | CALIFORNIA | DATE: APRIL 2, 2014 | SHEET | |
| | ATTACHMENT TO EXHIBIT "A" | | | SCALE: 1" = 600' | 1 |
| | DRAWING PATH: T:\Monterey Projects\1998\199801\SURVEY\LLA2 - PLAT PARCEL 2.dwg | | | DRAWN: KCL | |
| | | | | CHECKED: KMW | |
| | | | | PROJECT No.: 1998.01 | OF 1 |

EXHIBIT "B" attached to all Williamson Act Contracts

LAND CONSERVATION AGREEMENT

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."

END OF DOCUMENT

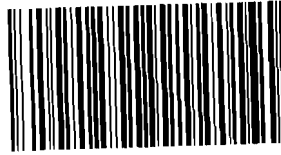
WHEN RECORDED MAIL TO:
Monterey County Government Center
Clerk of the Board
PO Box 1728
Salinas, CA 93902

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

CRALMA
12/14/2015
8:43:14

Filer

DOCUMENT: **2015070659**



Titles: 1/ Pages: 16

| | |
|------------|---------|
| Fees..... | 66.00 |
| Taxes..... | |
| Other..... | |
| AMT PAID | \$66.00 |

2015 AMENDMENT LAND CONSERVATION CONTRACT
No. 93-002 Parcel 3
(Little Arthur Creek Land Company LLC, a California Limited Liability Company)

2015 AMENDMENT No. 3 TO LAND CONSERVATION CONTRACT No. 93-002
(as applicable to reconfigured **Parcel 3** pursuant to Board of Supervisors Resolution No. 13-358)

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 **Little Arthur Creek Land Company 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 property is located in an Agricultural Preserve (**No. 93-002**) heretofore established by County by **Resolution No. 92-35**; and

WHEREAS, the property was the subject of a Lot Line Adjustment (**PLN No.130280/Little Arthur Creek Land Company LLC**) approved **December 3, 2013**, pursuant to Board of Supervisors **Resolution No. 13-358**; and

WHEREAS, **Condition No. 4 of Resolution No. 13-358** provides that Owner shall enter into a new or amended Land Conservation Contract or Contracts with the Board of Supervisors of the County of Monterey (hereinafter called, "Board") for the Lot Line Adjustment of Williamson Act lands; and

WHEREAS, pursuant to **Resolution No. 13-358** in order to facilitate the Lot Line Adjustment of the subject Agricultural Preserve lands, the Board rescinded a portion of the existing **Land Conservation Contract No. 93-002**, as applicable to the reconfigured lots, and simultaneously authorized the Chair of the Board to execute a new or amended Land Conservation Contract or Contracts which shall be applicable to the reconfigured parcels, consistent with California Government Code Section 51257 pending receipt of new legal descriptions for the reconfigured lots and execution of the new or amended Contract or Contracts by the property owners; and

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

NOW, THEREFORE, County and Owner agree as follows:

1 **CONTRACT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965, AS AMENDED.**

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

2 **RESTRICTION ON USE OF PROPERTY.**

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and fiber for commercial purposes and uses compatible thereto. A list of all such compatible uses is set forth in Exhibit B, attached hereto and by this reference incorporated herein.

* Document No. 08299, recorded February 3, 1993
with the Monterey County Recorder
at Reel 2904, Page 1399, County of Monterey.
img 12/10/15

County, by uniform rule adopted by the Board of Supervisors of County, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit A is located; provided, however, County may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit B. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to limit or supersede the planning and zoning powers of County.

3. TERM OF CONTRACT.

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

4. NOTICE OF NONRENEWAL.

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

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

5. NO COMPENSATION.

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

6. SUCCESSORS IN INTEREST.

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

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

7. DIVISION OF LAND.

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

8. EMINENT DOMAIN OR OTHER ACQUISITION.

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

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

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

9. CANCELLATION.

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

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

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

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

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

10. LIABILITY OF OWNER UPON CANCELLATION.

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

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

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

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

11. NOTICES.

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

12. COSTS OF LITIGATION.

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

13. ENFORCEMENT.

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

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

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

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

14. INCORPORATION OF RECITALS.

The recitals to this 2015 Amendment to Land Conservation Contract No. 76-4 are hereby incorporated into this Amendment.

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: Dec. 7, 2015

By: [Signature]
SIMON SALINAS
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 December 7, 2015, before me, Denise Hancock, Deputy

Clerk of the Board of Supervisors, personally appeared Simon Salinas, 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.

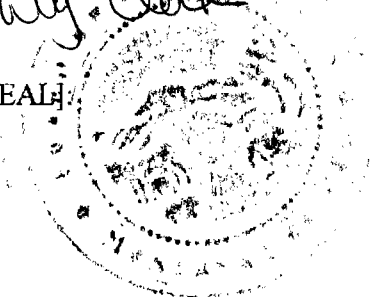
WITNESS my hand and official seal.

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

By: Denise Hancock
Deputy Clerk

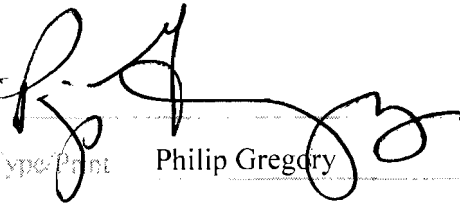
Legal Reference for Acknowledgment by County Official:
Civil Code Sections 1181, 1184, 1185, 1188, 1189
Code of Civil Procedure Section 2012

[COUNTY SEAL]



OWNER:
Little Arthur Creek Land Company LLC, a
California Limited Liability Company

Dated: 10-15-20

By: 
Type/Print Philip Gregdry

Its: Managing Member

Dated: _____

And by: _____

Type/Print _____

Its: Managing Member

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 *Santa Clara*

On *20th Oct*, 2015, before me, *HARJIT K SACHDEV -*,
Notary Public, personally appeared *PHILIP GREGORY -*, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within
instrument and acknowledged to me that he/~~she~~/they executed the within instrument and acknowledged
to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by
his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

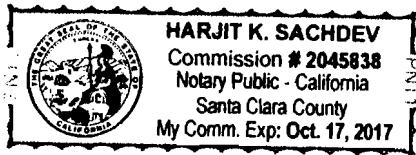
*I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.*

WITNESS my hand and official seal.

Harjit K Sachdev

Notary Public

[SEAL]



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 _____, 2015, 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/shc/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]

WE WHITSON ENGINEERS

9699 Blue Larkspur Lane • Suite 105 • Monterey, CA 93940
831 649-5225 • Fax 831 373-5065

March 28, 2014

Job No.: 1998.01

Exhibit "A" Legal Description Lot Line Adjustment Parcel 3

Certain real property situate in the County of Monterey, State of California, being a portion of Sections 22, Township 23 South, Range 14 East, Mount Diablo Baseline and Meridian as described in the Certificate of Compliance recorded on February 24, 2012 as Document 2012011840, Official Records of Monterey County, California, more particularly described as follows:

Beginning at a Point marked by a 1/2" diameter iron pipe capped L.S. 5145, said Point being the southeast corner of that 307.292 acre parcel as shown and described on that certain map filed for record on November 5, 1991 in Volume 17 of Surveys at Page 44 Official Records of said County, said Point also being the southeast corner of said Section 22 as shown and described on said map; thence westerly along the southerly line of said Section 22

1. North 89° 03' 45" West, a distance of 1,319.22 feet, more or less, to a 1-1/2" iron pipe capped L.S. 4562; thence departing from said southerly line
2. North 00° 29' 47" East, a distance of 2,639.54 feet, more or less, to a 1-1/2" diameter iron pipe capped L.S. 4562 marking the northwest corner of the east half of the southeast quarter of said Section 22 as shown on said map; thence
3. North 28° 17' 56" East, a distance of 1,010.61 feet; thence
4. North 90° 00' 00" East, a distance 844.93 feet, to a point lying on the southerly sideline of Parkfield-Coalinga Road, a 60 foot wide County road as shown on said map, said point being marked by a 1/2" rebar capped L.S. 4562; thence departing the southerly sideline of Parkfield-Coalinga Road
5. South 00° 26' 58" West, along the easterly sideline of said section 22 a distance of 3,550.96 feet; more or less, to the Point of Beginning.

Containing 102.3 acres of land, more or less.

Together with a 60 foot wide easement for road and utility purposes, the centerline of which is described as follows:

Beginning at a Point being lying on the easterly sideline of the above described Parcel 3, said point being distant 202.95 feet North 28° 17' 56" East from the terminus of the aforementioned course number "2" and said 1-1/2" iron pipe capped L.S. 4562 as shown on said map; thence departing said easterly sideline

1. North 00° 09' 01" West a distance of 42.48 feet; thence,
2. Along a 400.00 foot radius tangent arc curving to the left through a central angle of 41° 14' 27", for an arc distance of 287.91 feet; thence
3. Along the line North 41° 23' 28" West a distance of 387.48 feet; thence,
4. Along a 750.00 foot radius tangent arc curving to the left through a central angle of 25° 09' 44", for an arc distance of 329.37 feet; thence
5. Along a 250.00 foot radius tangent arc curving to the left through a central angle of 20° 20' 20", for an arc distance of 88.75 feet; thence
6. Along the line North 86° 53' 32" West a distance of 103.10 feet; thence,

7. Along a 250.00 foot radius tangent arc curving to the right through a central angle of $43^{\circ} 25' 40''$, for an arc distance of 189.49 feet; thence
8. Along the line North $43^{\circ} 27' 52''$ West a distance of 20.91 feet; thence,
9. Along a 900.00 foot radius tangent arc curving to the left through a central angle of $32^{\circ} 32' 35''$, for an arc distance of 511.19 feet; thence
10. Along the line North $76^{\circ} 00' 27''$ West a distance of 279.17 feet; thence,
11. Along a 1000.00 foot radius tangent arc curving to the left through a central angle of $06^{\circ} 32' 40''$, for an arc distance of 114.22 feet; thence
12. Along the line North $82^{\circ} 33' 07''$ West a distance of 112.36 feet; thence,
13. Along a 250.00 foot radius tangent arc curving to the right through a central angle of $90^{\circ} 39' 31''$, for an arc distance of 395.57 feet; thence
14. Along the line North $08^{\circ} 06' 24''$ East a distance of 67.14 feet; thence,
15. Along a 100.00 foot radius tangent arc curving to the right through a central angle of $88^{\circ} 59' 04''$, for an arc distance of 155.31 feet; thence
16. Along the line South $82^{\circ} 54' 32''$ East a distance of 91.70 feet; thence,
17. Along the line North $20^{\circ} 21' 05''$ East a distance of 238.35 feet; thence,
18. Along a 100.00 foot radius tangent arc curving to the right through a central angle of $26^{\circ} 11' 38''$, for an arc distance of 45.72 feet; thence
19. Along the line North $46^{\circ} 32' 43''$ East a distance of 77.07 feet; thence,
20. Along a 200.00 foot radius tangent arc curving to the left through a central angle of $11^{\circ} 48' 52''$, for an arc distance of 41.24 feet; thence
21. Along the line North $34^{\circ} 43' 52''$ East a distance of 274.17 feet; thence,
22. Along a 150.00 foot radius tangent arc curving to the right through a central angle of $56^{\circ} 09' 07''$, for an arc distance of 147.01 feet; thence
23. Along the line South $89^{\circ} 07' 01''$ East a distance of 105.01 feet; thence,
24. Along a 100.00 foot radius tangent arc curving to the left through a central angle of $32^{\circ} 50' 34''$, for an arc distance of 57.32 feet; thence
25. Along the line North $58^{\circ} 02' 25''$ East a distance of 333.09 feet; thence,
26. Along a 50.00 foot radius tangent arc curving to the left through a central angle of $53^{\circ} 32' 30''$, for an arc distance of 46.72 feet; thence
27. Along the line North $04^{\circ} 29' 55''$ East a distance of 147.53 feet; thence,
28. Along a 75.00 foot radius tangent arc curving to the right through a central angle of $21^{\circ} 24' 23''$, for an arc distance of 28.02 feet; thence
29. Along the line North $25^{\circ} 54' 18''$ East for a distance of 6.61 feet to a Point lying on the southerly sideline of said Parkfield-Coalinga Road.

The sidelines of said easement shall be shortened or prolonged to commence at the northwesterly sideline of the above described Parcel 3 and terminate on the southerly sideline of Parkfield-Coalinga Road.

Also together with a 60 foot wide easement for road and utility purposes, the centerline of which is described as follows:

Beginning at a Point being lying on the easterly sideline of the above described Parcel 3, said point being distant 689.37 feet North $28^{\circ} 17' 56''$ East from the terminus of course number "2" of the description of Parcel 3 above and said 1-1/2" iron pipe capped L.S. 4562; thence departing said easterly sideline

1. North $61^{\circ} 42' 59''$ West a distance of 16.10 feet; thence
2. Along a 175.00 foot radius tangent arc curving to the left through a central angle of $69^{\circ} 40' 28''$, for an arc distance of 212.81 feet; thence
3. South $48^{\circ} 36' 32''$ West for a distance of 159.26 feet to the centerline of the above described 60 foot wide easement

The sidelines of said easement shall be shortened or prolonged to commence at the northwesterly sideline of the above described Parcel 3 and terminate at the northerly sideline of the above described 60 foot wide easement.

Also together with a 60 foot wide easement for road and utility purposes, the centerline of which is described as follows:

Commencing at a point lying on the southerly sideline of said Parkfield-Coalinga Road, said point marked by a ½" rebar capped L.S. 4562, said point also being the northeasterly corner of the above described Parcel 3, distant along said southerly sideline North 12° 59' 08" West, 114.06 feet, more or less, to a ½" rebar capped L.S. 4562; thence North 42° 50' 41" West, 284.80 feet to the True Point of Beginning; thence departing said southerly sideline

1. South 47° 09' 19" West a distance of 32.68 feet; thence
2. Along a 300.00 foot radius tangent arc curving to the right through a central angle of 23° 03' 31", for an arc distance of 120.73 feet; thence
3. South 70° 12' 50" West a distance of 249.13 feet; thence
4. Along a 350.00 foot radius tangent arc curving to the right through a central angle of 25° 03' 26", for an arc distance of 153.07 feet; thence
5. Along a 500.00 foot radius tangent arc curving to the left through a central angle of 60° 22' 36", for an arc distance of 526.89 feet; thence
6. South 34° 53' 40" West a distance of 36.82 feet; thence
7. Along an 80.00 foot radius tangent arc curving to the left through a central angle of 37° 20' 38", for an arc distance of 52.14 feet; thence
8. Along an 80.00 foot radius tangent arc curving to the right through a central angle of 108° 11' 40", for an arc distance of 151.07 feet; thence
9. Along an 75.00 foot radius tangent arc curving to the left through a central angle of 57° 08' 10", for an arc distance of 74.79 feet; thence
10. South 48° 36' 32" West for a distance of 49.43 feet to the centerline of the above described 60 foot wide easement

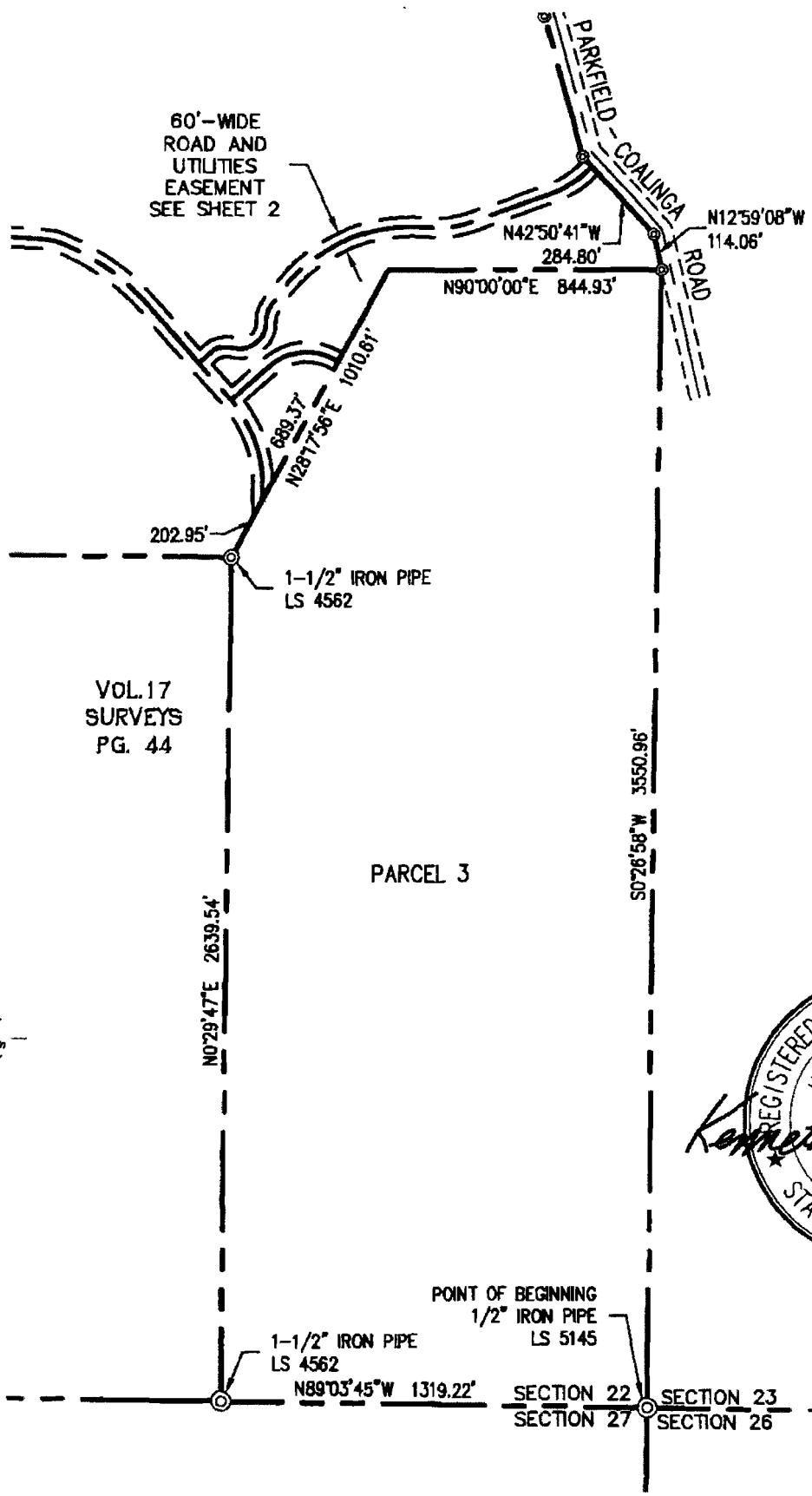
The sidelines of said easement shall be shortened or prolonged to commence at the southerly sideline Parkfield-Coalinga Road and terminate at the northerly sideline of the above described 60 foot wide easement.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

Parcel 3
End of Description

1/2" REBAR
L.S. 4562

60'-WIDE
ROAD AND
UTILITIES
EASEMENT
SEE SHEET 2



VOL. 17
SURVEYS
PG. 44

PARCEL 3



POINT OF BEGINNING
1/2" IRON PIPE
LS 5145

1-1/2" IRON PIPE
LS 4562

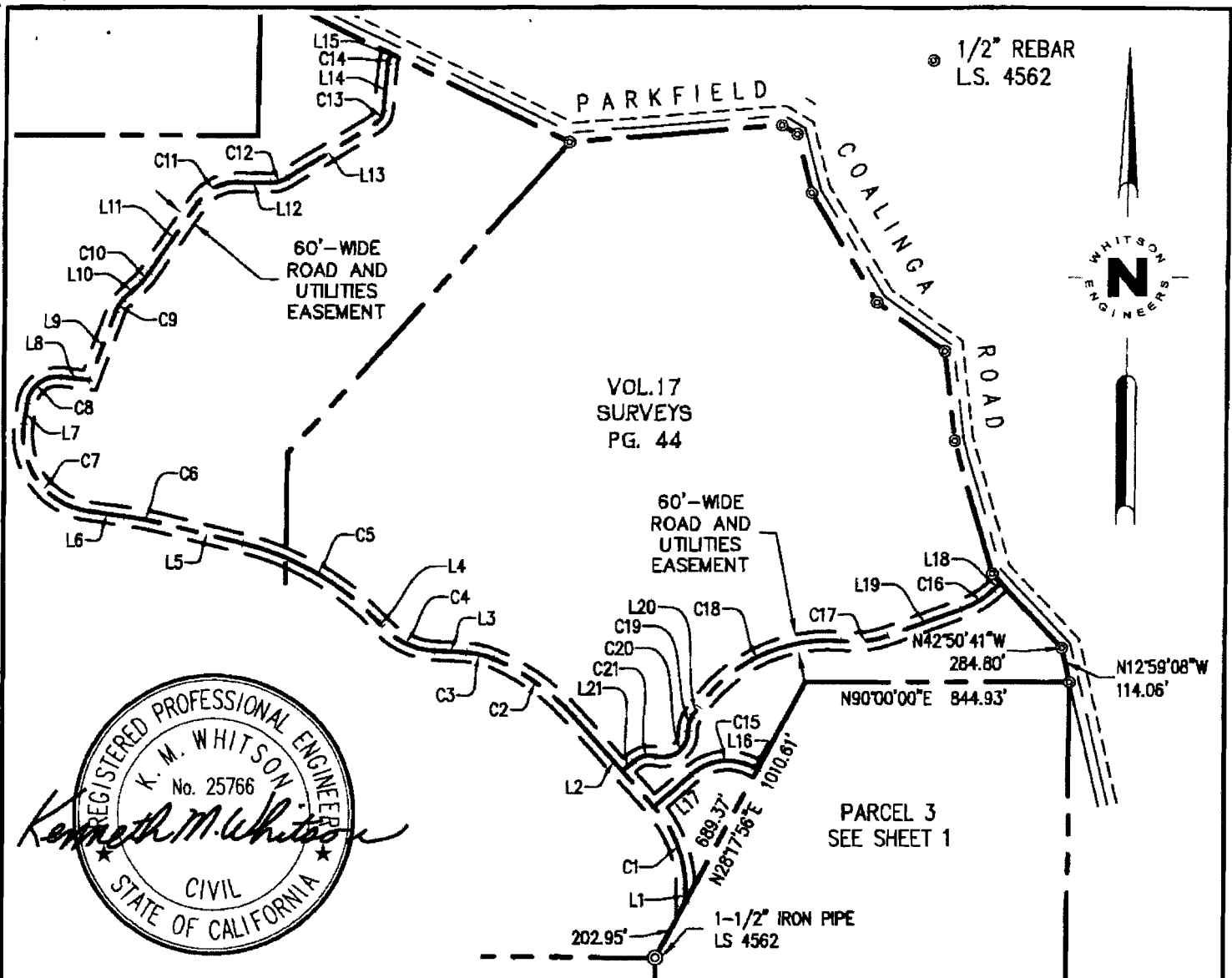
SECTION 22
SECTION 27

SECTION 23
SECTION 26



PARCEL 3

| | | | |
|-------------------------------------------------------------------------------|------------|----------------------|-------|
| MONTEREY COUNTY | CALIFORNIA | DATE: MARCH 28, 2014 | SHEET |
| ATTACHMENT TO EXHIBIT "A" | | SCALE: 1" = 500' | 1 |
| DRAWING PATH: I:\Monterey Projects\1998\199801\SURVEY\LA2 - PLAT PARCEL 3.dwg | | DRAWN: KCL | OF 2 |
| | | CHECKED: KMW | |
| | | PROJECT No.: 1998.01 | |



| CURVE TABLE | | | |
|-------------|-----------|----------|----------|
| CURVE # | DELTA | RADIUS | DISTANCE |
| C1 | 41°14'27" | 400.00' | 287.91' |
| C2 | 25°09'44" | 750.00' | 329.37' |
| C3 | 20°20'20" | 250.00' | 88.75' |
| C4 | 43°25'40" | 250.00' | 189.49' |
| C5 | 32°32'35" | 900.00' | 511.19' |
| C6 | 6°32'40" | 1000.00' | 114.22' |
| C7 | 90°39'31" | 250.00' | 395.57' |
| C8 | 88°59'04" | 100.00' | 155.31' |
| C9 | 26°11'38" | 100.00' | 45.72' |
| C10 | 11°48'52" | 200.00' | 41.24' |

| | | | |
|-----|------------|---------|---------|
| C11 | 56°09'07" | 150.00' | 147.01' |
| C12 | 32°50'34" | 100.00' | 57.32' |
| C13 | 53°32'30" | 50.00' | 46.72' |
| C14 | 21°24'23" | 75.00' | 28.02' |
| C15 | 69°40'28" | 175.00' | 212.81' |
| C16 | 23°03'31" | 300.00' | 120.73' |
| C17 | 25°03'26" | 350.00' | 153.07' |
| C18 | 60°22'36" | 500.00' | 528.89' |
| C19 | 37°20'38" | 80.00' | 52.14' |
| C20 | 108°11'40" | 80.00' | 151.07' |
| C21 | 57°08'10" | 75.00' | 74.79' |

| LINE TABLE | | | | | |
|------------|-------------|----------|-----|-------------|---------|
| LINE # | BEARING | DISTANCE | L11 | N34°43'52"E | 274.17' |
| L1 | N0°09'01"W | 42.48' | L12 | S89°07'01"E | 105.01' |
| L2 | N41°23'28"W | 387.48' | L13 | N58°02'25"E | 333.09' |
| L3 | N86°53'32"W | 103.10' | L14 | N4°29'55"E | 147.53' |
| L4 | N43°27'52"W | 20.91' | L15 | N25°54'18"E | 6.61' |
| L5 | N78°00'27"W | 279.17' | L16 | N61°42'59"W | 16.10' |
| L6 | N82°33'07"W | 112.36' | L17 | S48°36'32"W | 159.26' |
| L7 | N8°06'24"E | 67.14' | L18 | S47°09'19"W | 32.68' |
| L8 | S82°54'32"E | 91.70' | L19 | S70°12'50"W | 249.13' |
| L9 | N20°21'05"E | 238.35' | L20 | S34°53'40"W | 36.82' |
| L10 | N46°32'43"E | 77.07' | L21 | S48°36'32"W | 49.43' |

PARCEL 3

MONTEREY COUNTY

CALIFORNIA

ATTACHMENT TO EXHIBIT "A"

DRAWING PATH: T:\Monterey Projects\1998\199801\SURVEY\LLA2 - PLAT PARCEL 3.dwg

DATE: MARCH 28, 2014

SHEET

SCALE: 1" = 500'

DRAWN: KCL

CHECKED: KMW

PROJECT No.: 1998.01

2

OF 2

EXHIBIT "B" attached to all Williamson Act Contracts

LAND CONSERVATION AGREEMENT

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.”

END OF DOCUMENT

Exhibit B Page 1 of 1