

Attachment H

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Establishing an Agricultural Preserve with Uniform Rules Including Compatible Uses

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the following real property located in the County of Monterey, State of California, being within Monterey County Assessor's Parcel Number(s) 658, 655, 660, 670, 680, 690, 700, 710, 720, 657, 730, 740, 750, 760, 780, 790, 792, 795, 796, 656 in C.A. 120-01; 695, 691, 705, 700 in C.A. 120-09; 5 in C.A. 120-03; 190, 200, 210, 220, 221, 222, 223, 224, 230, 160, 170, 180, 185 in C.A. 58-00

and being more particularly described in Exhibit "B", attached hereto and made a part hereof, is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the Land Conservation Act of 1965 and shall be known as and referred to as Agricultural Preserve No. 69-10.

On motion of Supervisor Wood, seconded by Supervisor Church, the foregoing resolution is adopted this 23rd day of January, 1969, by the following vote:

AYES: Church, Atteridge, Wood, Branson

NOES: None

ABSENT: Smith

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G 05450

RECORDED AT REQUEST OF

William H. Stoffers

FEB 28 4 06 PM '69

NOV FEB

COUNTY OF MONTEREY, STATE OF CALIFORNIA.

ss.

OFFICE OF RECORDER COUNTY OF MONTEREY CALIFORNIA

resolution

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EMMET G. McMENAMIN, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a full, true and correct copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book --, on the 23rd day of January, 1969, and now remaining of record in my office.

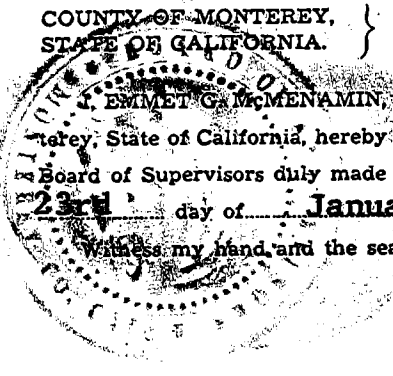
Witness my hand and the seal of said Board of Supervisors this 23rd day of January, 1969.

EMMET G. McMENAMIN, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Monterey, State of California.

By Della T. Faring Deputy.

G 05450

FEB 28 1969



LAND CONSERVATION AGREEMENT

COMPATIBLE USES

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

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced but not including slaughter houses, fertilizer yards, bone yards or plants for the reduction of animal or vegetable matter.

2. Structures necessary and incidental to the agricultural use of the land.

3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner.

Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.

4. Dwellings for persons employed by owner or lessee in the agricultural use of the land.

5. An aircraft landing strip incidental to the agricultural use of the land.

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

7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.

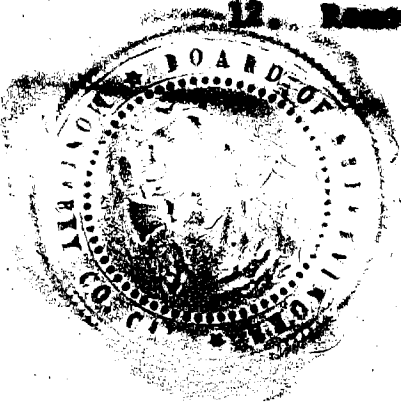
8. Public or private hunting of wildlife or fishing.

9. Public or private hunting clubs and accessory structures.

10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.

11. Public or private riding or hiking trails.

12. Removal of natural materials.



Situate in the County of Monterey, State of California, described as follows:

PARCEL 1:

COMMENCING at quarter section corner in the south boundary line of Section 32, Township 22 South of Range 10 East of Mount Diablo Meridian, and running thence North 45° East, diagonally across the South West quarter of the South East quarter of said Section 32 about 28.50 chains to the North East corner of said Southwest quarter of said Southeast quarter of said Section 32; thence South about 20 chains to the Southeast corner of said Southwest quarter of said Southeast quarter of said Section 32; thence West along the South boundary line of said Section 32 about 20 chains to the place of beginning. Containing about 20 acres in said Southwest quarter of said Southeast quarter of said Section 32;

ALSO COMMENCING at quarter section corner in the East boundary line of said Section 32 and running thence South 45° West, about 28.50 chains to the Southwest corner of the said Northeast quarter of the said Southeast quarter of said Section 32; thence East about 20 chains to the Southeast corner of said Northeast quarter of said Southeast quarter of Section 32 in the East boundary line of said Section 32; thence North about 20 chains along the said East boundary line of said Section 32 to the place of beginning. Containing about 20 acres in said Northeast quarter of said Southeast quarter of said Section 32.

EXCEPTING AND RESERVING FROM PARCEL 1 - AN UNDIVIDED ONE-THIRD ($1/3$) of all coal, lignite, coal oil, petroleum, naphtha, asphaltum, brea, bitumen, natural gas, and all other hydrocarbon substances, which now exist, or at any time hereafter may exist, or be found in, upon, or under the said described lands, or any part or portion thereof, with full right and liberty of ingress and egress in, to, upon and over, said lands and each and every part and parcel thereof, at any and all times, for the purpose of prospecting for, digging, mining, boring and drilling for any and all of said substances herein reserved, as aforesaid, and for the purpose of carrying, hauling and conveying the same away; and with full and perpetual right to dig, mine, bore and drill for any and all of said reserved substances, on said described land or any part thereof; to erect all and every kinds of machinery, derricks and building necessary for the purposes aforesaid; to build and lay out railroads, wagon roads and other roads, pipe lines and any and all other modes and ways of transporting said substances, over, across and under said lands and for carrying, hauling and conveying all necessary material for the purpose of digging, mining, boring and drilling for said substances, including men, provisions, fuel, tools and machinery and material necessary for the construction of telephone and telegraph lines and railroads used for the aforesaid purposes; also the full and free right to erect telephone and telegraph lines in connection with said work and enterprise, and to erect all necessary telephone and telegraph poles; also the full and free right to appropriate and use sufficient part of the surface of said land for depositing thereon

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any of the said substances which may be gotten from said land, and other substances which may be brought to the surface in the work of extracting said reserved substances; and also for reservoirs for holding any and all oils which may be taken out of said lands; and also for erecting thereon buildings, machine shops, shed, windmills and derricks necessary in the operation, conducting and working of said business, also the full and free right to use sufficient water found in and upon said land, necessary in the exercise of any and all of the objects and purposes hereinbefore mentioned; and generally to do all other acts and things necessary and proper in mining, digging, boring and drilling for said reserved substances, and the storing and marketing of the same, as excepted and reserved by John Berges and wife, by deed dated April 4, 1912 and recorded in Volume 123 of Deeds at Page 394, Monterey County Records.

PARCEL 2:

ALL of Lots 1 and 2 lying West of the present State Highway and the North half of the Southwest quarter of the Southwest quarter of Section 3, in Township 23 South of Range 10 East, Mount Diablo Meridian.

EXCEPTING FROM ALL OF SAID PARCEL 2, all of the gas, oil and other hydrocarbon substances therein, together with the right to enter upon said land and prospect for said gas, oil and other hydrocarbon substances and to remove the same from said land and to erect and maintain the necessary roads, telephone lines, building and machinery thereon, - as recited in the deed from Joseph Labarere to Paul Aurignac, dated January 10, 1936 and recorded October 13, 1936 in Volume 497 Official Records at Page 221, Monterey County Records.

PARCEL 3:

LOT 2, being the Northwest quarter of the Northeast quarter of Section 6, and five (5) acres in the Southeast quarter of the Northeast quarter of said Section 6 in Township 23 South, Range 10 East, Mount Diablo Meridian, particularly described as follows:

BEGINNING at a point on the Easterly line of said Section 6, $\frac{3}{8}$ ths of a mile South of the Northeast corner of said Section, and running North along said Section line, $\frac{1}{8}$ th of a mile; thence at right angles West, $\frac{1}{8}$ th of a mile; thence in a straight line in a Southeasterly direction to the place of beginning.

EXCEPTING AND RESERVING, HOWEVER, to the United States, all the coal and other minerals in all of said Parcel 3, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862), as recited in the Patent of record.

PARCEL 4:

Northeast quarter of the Southeast quarter ($NE\frac{1}{4}$ of $SE\frac{1}{4}$) of Section 31, Containing 40 acres;

(CONTINUED)

The Northwest quarter of the Southwest quarter ($NW\frac{1}{4}$ of $SW\frac{1}{4}$) and the Southeast quarter of the Southeast quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$) of Section 32, containing 80 acres;

Lots 4 and 5, and the Southwest quarter of Section 33;

All that portion of the South 800 feet of Lot 2 (measured along the east line thereof) of Section 33, lying easterly of the northeasterly line of U. S. Freeway 101 conveyed to State of California by deed recorded October 18, 1961 in Book 2193, Page 569.

EXCEPTING FROM said Section 33, Parcel "A" (6.77 acres), Parcel "B" (2.52 acres), and Parcel "C" (2.55 acres), as said parcels are shown on the Record of Survey, filed January 13, 1967 in Book X-4 of Surveys, at page 70, Monterey County Records.

ALL IN TOWNSHIP 22 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

LOTS 1, 2, 3, 4 and 5; Southwest quarter of the Northeast quarter; South half of the Northwest quarter; North half of the South half; and North half of the South half of the South half of Section 4, TOWNSHIP 23 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM that certain five (5) acre tract described as beginning at a point on the westerly line of said Section 4, 1320 feet North of the Southwest corner of said Section 4, and running Southerly along said Section line, 660 feet; thence at right angles Easterly, 660 feet; thence in a direct line in a Northwesterly direction to the point of beginning.

LOTS 1, 2, 3, 4; the South half of the North half ($S\frac{1}{2}$ of $N\frac{1}{2}$) and North half of the Southwest quarter ($N\frac{1}{2}$ of $SW\frac{1}{4}$) of Section 5, containing 393.60 acres;

LOT 1 of Section 6, containing 39.12 acres;

ALL IN TOWNSHIP 23 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING FROM SECTION 33, Township 22 South, Range 10 East, and from SECTION 4, Township 23 South, Range 10 East, - and from PARCEL 2 herein - any interest conveyed to the State of California, by Deed from Paul Aurignac, et ux, dated August 2, 1961 and recorded in Volume 2193 Official Records at Page 569, Monterey County Records.

PARCEL 5:

IN TOWNSHIP 23 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN:

Of Section 12: North half of the Northeast quarter ($N\frac{1}{2}$ of $NE\frac{1}{4}$);
 Southwest quarter of Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$);
 Southeast quarter of the Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$);
 Northeast quarter of the Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$);
 West half of the Southeast quarter ($W\frac{1}{2}$ of $SE\frac{1}{4}$).

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Of Section 12: The Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$).

Of Section 13: The Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$); and the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$).
ALSO that portion of the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section 13 described as follows:

BEGINNING at the Northwest corner of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 13; and running thence East to the Northeast corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 13, and thence South to the Southeast corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 13, and thence Northwesterly in a direct line to the point of beginning.

IN TOWNSHIP 23 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN:

Of Section 6: Lots Five (5) and Six (6); the South half of the Northeast quarter (S $\frac{1}{2}$ of NE $\frac{1}{4}$); the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$); the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$); the North half of the Southeast quarter (N $\frac{1}{2}$ of SE $\frac{1}{4}$); and the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$).

EXCEPTING five (5) acres in the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section 6, particularly described as follows:

BEGINNING at a point on the Easterly line of said Section 6, 3/8ths of a mile South of the Northeast corner of said Section, and running North along said Section line, 1/8 of a mile; thence at right angles West, 1/8 of a mile; thence in a straight line in a southeasterly direction to the place of beginning.

Of Section 7: Lot Four (4), and the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$).

Of Section 8: The South half of the Northeast quarter (S $\frac{1}{2}$ of NE $\frac{1}{4}$); The Southwest quarter (SW $\frac{1}{4}$), and the North half of the Southeast quarter (N $\frac{1}{2}$ of SE $\frac{1}{4}$).

Of Section 9: The North half of the Southwest quarter (N $\frac{1}{2}$ of SW $\frac{1}{4}$).

Of Section 18: Lots One (1) and Two (2), and the East half of the Northwest quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$).

EXCEPTING AND RESERVING, HOWEVER, from ALL OF SAID PARCEL 6, to the United States, all the coal and other minerals in the land so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862), as recited in the Patents of record for said lands.

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IN TOWNSHIP 23 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN:

Of Section 13: The South half of the Northwest quarter ($S\frac{1}{2}$ of $NW\frac{1}{4}$).

EXCEPTING AND RESERVING, HOWEVER, to the United States, all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862).

PARCEL 11:

That part of LOT 14 of the Rancho San Bernardo in the County of Monterey, lying Southwesterly of a line, said line being part of the description of Parcel No. 1 in the deed recorded December 6, 1932 in Volume 351 Official Records at Page 407, records of said County, and identified by the following four (4) courses: BEGINNING at the northwesterly terminus of the course called as North $61^{\circ} 38' 30''$ West, 278.76 feet; thence North $28^{\circ} 38' 10''$ West, 51.05 feet; thence North $11^{\circ} 47' 40''$ West, 203.58 feet; thence North $32^{\circ} 36' 50''$ West, 537.00 feet; thence North $39^{\circ} 36'$ West, 317.62 feet to an intersection with the westerly boundary line of said Rancho.

EXCEPTING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore, and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that may be constructed on said lands, as reserved in the deed from Walter Rosenberg, et al, to State of California, dated June 13, 1961 and recorded September 14, 1961 in Volume 2183 Official Records at Page 107, Monterey County Records.

PARCEL 12:

Southeast quarter of Southeast quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$) of Section 31; West half of Southwest quarter of Southwest quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$ of $SW\frac{1}{4}$) of Section 32, ALL IN TOWNSHIP 22 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

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PARCEL 16:

East half of Southeast quarter ($E\frac{1}{2}$ of $SE\frac{1}{4}$); Northwest quarter of Southeast quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$) and the Northeast quarter of the Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$) of Section 24, all in TOWNSHIP 23 SOUTH, RANGE 9 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

PARCEL 17:

All of Section 19 in TOWNSHIP 23 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

ALSO EXCEPTING from said Parcels 15 and 17 the following:

EXCEPTING AND RESERVING, HOWEVER, to the United States, all the coal and other minerals in Northeast quarter of Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$) of Section 17; Southeast quarter of Northeast quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$); Southeast quarter ($SE\frac{1}{4}$); East half of Southwest quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$) of Section 18; and North half of Northeast quarter ($N\frac{1}{2}$ of $NE\frac{1}{4}$); Southwest quarter of Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) and East half of Northwest quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$) of Section 19, so entered and patented, together with the right to prospect for, mine and remove the same, as recited in the Patents of record.

ALSO EXCEPTING AND RESERVING all the mineral deposits on or below the surface such as diatomaceous or infusorial earth, locally known as chalk rock, and all mineral substances and mineral oils, in and to the Northeast quarter of Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$), Northwest quarter of Southeast quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$) and Southwest quarter of Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section 20, together with the right of ingress and egress and the right to mine, extract and ship said substances, all as reserved in the Deed from Auguste M. W. Jens, et al, to Effie L. Alm, dated September 13, 1917 and recorded in Volume 151 of Deeds at Page 408, Monterey County Records.

ALSO EXCEPTING from all the remaining lands, but not from the Southeast quarter of the Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$) of Section 20, an undivided one-fourth ($1/4$) interest in and to all mineral rights as excepted in the Deed from Florence Glau to Newell Alton, dated May 21, 1933 and recorded June 7, 1933 in Volume 365 Official Records at Page 213, Monterey County Records.

ALSO EXCEPTING from the Southeast quarter of Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$) of Section 20, all oil and minerals, together with the right to prospect for and remove the same, as recited in the Deed from I. B. Cornett and Helen Cornett, his wife, to Violet E. Alton, dated May 23, 1938 and recorded March 24, 1938 in Volume 565 Official Records at Page 246, Monterey County Records.

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PARCEL 18:

Parcel "A" (6.77 acres), as said parcel is shown on the Record of Survey, filed January 13, 1967 in Book X-4 of Surveys, at Page 70, Monterey County Records.

PARCEL 19:

Parcel "C" (2.55 acres), as said parcel is shown on the Record of Survey, filed January 13, 1967 in Book X-4 of Surveys, at Page 70, Monterey County Records.

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

PARCEL I:

The South half of the Northeast quarter ($S\frac{1}{2}$ of $NE\frac{1}{4}$),
The Southeast quarter of the Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$),
The Northwest quarter of the Southeast quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$),
The Southwest quarter of the Northwest quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$),
The East half of the Southwest quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$), and
The Southwest quarter of the Southeast quarter ($SW\frac{1}{4}$ of $SE\frac{1}{4}$) of
Section 11;

The Southwest quarter of the Northwest quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$) of
Section 12; and

The East half of the Northwest quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$),

The West half of the Northeast quarter ($W\frac{1}{2}$ of $NE\frac{1}{4}$), and

The Southeast quarter of the Northeast quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$) of
Section 14,

All in TOWNSHIP 23 SOUTH of RANGE 9 EAST of MOUNT DIABLO MERIDIAN,
California, CONTAINING 560 acres, according to the Official Plat of
the Survey of the said land, on file in the GENERAL LAND OFFICE.

EXCEPTING AND RESERVING, however, to the United States, all the coal
and other minerals in the lands so entered and patented, together with
the right to prospect for, mine, and remove the same pursuant to the
provisions and limitations of the Act of December 29, 1916 (39 Stat.,
862).

PARCEL II:

All of Section 10, TOWNSHIP 23 SOUTH, RANGE 9 EAST of MOUNT DIABLO
BASE AND MERIDIAN, CONTAINING 640 acres of land, more or less.

EXCEPTING AND RESERVING, however, to the United States, all the coal
and other minerals in the lands so entered and patented, together with
the right to prospect for, mine and remove the same pursuant to the
provisions and limitations of the Act of December 29, 1916 (39 Stat.,
862), as recited in the Patent from United States of America, to
Andrew J. Shearer, dated April 2, 1924 and recorded August 15, 1924
in Volume 43 Official Records at page 205, Monterey County Records.

PARCEL III:

LOTS ONE (1) and TWO (2), and Northeast quarter of Southeast quarter
($NE\frac{1}{4}$ of $SE\frac{1}{4}$) of Section 33; and

LOTS THREE (3) and FOUR (4) of Section 34, in

TOWNSHIP 22 SOUTH of RANGE 9 EAST of MOUNT DIABLO BASE AND MERIDIAN; and

ALSO LOTS THREE (3) and FOUR (4) and Southwest quarter of Northwest
quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$) of Section 3, in

TOWNSHIP 23 SOUTH of RANGE 9 EAST of MOUNT DIABLO BASE AND MERIDIAN,
CONTAINING an area of 308.87 acres of land, according to the United
States Government Survey thereof.

EXCEPTING THEREFROM AN UNDIVIDED $\frac{3}{4}$ INTEREST in all oil, gas, hydro-
carbons and other minerals, as distributed to Dorothy Stoughton, et al.,
in the Amended Decree of Distribution entered in the Matter of the

(CONTINUED)

Parcel 3 Continued-----

Estate of Elum Burton Yost, alias, deceased, dated March 4, 1960, a certified copy of which was recorded March 4, 1960 in Volume 2032 Official Records of Monterey County, at Page 494.

PARCEL IV:

North half of the Southwest quarter ($N\frac{1}{2}$ of $SW\frac{1}{4}$) of Section 34, in TOWNSHIP 22 SOUTH, RANGE 9 EAST of MOUNT DIABLO BASE AND MERIDIAN;

LOTS ONE (1), TWO (2), South half of the Northeast quarter ($S\frac{1}{2}$ of $NE\frac{1}{4}$); and Southeast quarter of the Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$) of Section 3; and LOT ONE (1) of Section 4, in TOWNSHIP 23 SOUTH, RANGE 9 EAST of MOUNT DIABLO BASE AND MERIDIAN. CONTAINING 323.08 acres of land, according to the United States Government Survey thereof.

EXCEPTING AND RESERVING, HOWEVER, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862), as recited in the patent of record for said lands.

ALSO EXCEPTING AND RESERVING "unto grantors, all of grantors' right, title and interest in and to oil, gas, hydrocarbons and other minerals in the above described real property", as reserved in the Deed from Harold H. Yost, who acquired title to a portion of the hereinafter described real property as Harold Yost, and Alice C. Yost, his wife, to Albert P. Aurignac and Leslie A. Aurignac, husband and wife, as community property, dated June 28, 1967 and recorded July 12, 1967 on Reel 513 Official Records at Page 276, under Recorder's Series No. G50677, Monterey County Records.

5

END OF DOCUMENT

William H. Stoffers

FEB 28 4 07 PM '69

LAND CONSERVATION AGREEMENT

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

REEL 595 PAGE 385

THIS AGREEMENT made and entered into this 31st day of January, 1969, ~~1968~~, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County", and PAUL AURIGNAC and HELEN AURIGNAC, his wife, ALBERT PAUL AURIGNAC and JACQUELINE ROSE TRAYNOR, hereinafter called "Owner".

WITNESSETH:

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

WHEREAS, the property is located in an agricultural preserve (No. 69-10) heretofore established by County by Resolution No. 69-35-10; and

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

NOW, THEREFORE, County and Owner agree as follows:

1. AGREEMENT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965

This agreement is entered into pursuant to Chapter 7 (commencing with Section 51200) of Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965. This agreement is subject to all of the provisions of this Act including any amendments thereto which may be enacted from time to time which are specifically applicable to agreements under Article 3.5 of Chapter 7.

2. RESTRICTION ON USE OF PROPERTY

During the term of this agreement, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and fibre for commercial purposes and uses compatible thereto. A list of all such compatible uses is set forth in Exhibit B, attached hereto and by this reference incorporated herein. County, by uniform rule adopted by the Board of Supervisors of County, may from time to time during the term of this agreement 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 agreement 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 agreement 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 AGREEMENT

This agreement shall become effective on the 28th day of

February, 1969, 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 agreement. This agreement 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 agreement, that party shall serve written notice of nonrenewal upon the other party in advance of the annual renewal date of this agreement. 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 agreement 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 agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this agreement, as the case may be.

5. NO COMPENSATION

Owner shall not receive any payment from County in consideration of the obligations imposed under this agreement, it being recognized and agreed that the consideration for the execution of this agreement 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 agreement 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 agreement 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 agreement for that portion of the property described in Exhibit A annexed to the city.

7. DIVISION OF LAND

This agreement is divisible in the event the property described in Exhibit A is divided. Owner agrees to submit a proposed division to County for its approval, and County shall, as a condition of its approval of the division, require the execution by Owner of an agreement identical to this agreement on each parcel created by the division. Owner agrees to execute such agreement.

8. CONDEMNATION

When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit A is filed or when such land is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government, or any

person, instrumentality or agency acting under authority or power of the federal government, this agreement becomes null and void as to the land actually being condemned or so acquired as of the date the action is filed or so acquired.

9. CANCELLATION

This agreement may be canceled by the mutual agreement of the parties hereto and the approval of the State of California in the manner provided in this paragraph. It is understood by the parties hereto that the existence of an opportunity for another use of the property shall not be sufficient reason for the cancellation of this agreement. A potential alternative use of the property may be considered only if there is no proximate non-restricted 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 agreement, 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 agreement, the Board of Supervisors of the County of Monterey may adopt a resolution consenting to such request. Prior to the adoption of a resolution consenting to the request of the landowner to cancel this agreement, 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 agreement within the agricultural preserve in which the property described in Exhibit A is located, and shall be published pursuant to Section 6061 of the Government Code. If at the hearing, or prior thereto, the owners of 51 percent of the acreage under agreement in the agricultural preserve protest the cancellation of this agreement, the Board of Supervisors shall not consent to cancel this agreement.

(b) If the Board of Supervisors adopts a resolution consenting to the request of Owner to cancel this agreement, the parties shall request that the cancellation be approved by the State Director of Agriculture upon the recommendation of the State Board of Agriculture. The State Board of Agriculture may recommend and the State Director of Agriculture may approve the cancellation only if they find: (1) The cancellation is not inconsistent with the purposes of the California Land Conservation Act of 1965; and (2) the cancellation is in the public interest.

(c) The provisions of sub-paragraph (b) of this paragraph 9 relating to the State Board of Agriculture and the Director of Agriculture shall be applicable only if both the State Board and the State Director consent to act as described herein. If either the State Board or the State Director fail or refuse to act within 60 days after being requested to do so, the Board of Supervisors of the County of Monterey shall act in the place and stead of the State Board and State Director and shall make all findings and decisions required by sub-paragraph (b).

10. LIABILITY OF OWNER UPON CANCELLATION

(a) Upon cancellation of this agreement, and as soon thereafter as the property to which it relates is reassessed by Assessor, Owner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property; provided, however, if after the date this agreement was initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage

payment shall be changed so no greater percent of full cash value will be paid than would have been paid had there been no change in ratio. It is agreed by the parties hereto that the publicly announced County ratio at the time this agreement is executed is 25 percent of full cash value.

(b) If the State Board of Agriculture recommends that it is in the public interest to do so, and the State Director of Agriculture so finds, the Director may waive any such payment or any portion thereof, or may make such payment or portion thereof, contingent upon the future use made of the property and its economic return to Owner for a period of time not to exceed the unexpired term of the agreement had it not been canceled, provided: (i) the cancellation is caused by a nonvoluntary transfer or change in the use which may be made of the property and the property is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to Owner; and (ii) County has recommended to the State Board of Agriculture that no such payment be required or that the deferment of such payment or portion thereof be allowed, and the board has determined it is in the best interests of the public conservation of agricultural land and that such payment be either deferred or not required.

(c) The provisions of sub-paragraph (b) of this paragraph 10 relating to the State Board of Agriculture and the Director of Agriculture shall be applicable only if the State Board and the State Director both consent to act as described herein. If either the State Board or the State Director fail or refuse to act within 60 days after being requested to do so, the Board of Supervisors of the County of Monterey shall act in the place and stead of the State Board and the State Director and shall make all findings and decisions required by sub-paragraph (b).

11. NOTICES

All notices required or permitted by this agreement shall be given in writing and may be mailed or delivered in person. If mailed the address of Owner shall be the last known address on the assessment records of County, and County's address shall be In Care Of Board of Supervisors, Courthouse, Salinas, California, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

12. COSTS OF LITIGATION

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

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed: by Owner on February 7, 1969 and by County on February 18, 1969.

COUNTY OF MONTEREY

By W. T. Burson
Chairman, Board of Supervisors

WITNESSED:
G. McMenam, Clerk
William J. Fearing Deputy
Clerk of said Board



Situate in the County of Monterey, State of California, described as follows:

PARCEL 1:

COMMENCING at quarter section corner in the south boundary line of Section 32, Township 22 South of Range 10 East of Mount Diablo Meridian, and running thence North 45° East, diagonally across the South West quarter of the South East quarter of said Section 32 about 28.50 chains to the North East corner of said Southwest quarter of said Southeast quarter of said Section 32; thence South about 20 chains to the South-east corner of said Southwest quarter of said Southeast quarter of said Section 32; thence West along the South boundary line of said Section 32 about 20 chains to the place of beginning. Containing about 20 acres in said Southwest quarter of said Southeast quarter of said Section 32;

ALSO COMMENCING at quarter section corner in the East boundary line of said Section 32 and running thence South 45° West, about 28.50 chains to the Southwest corner of the said Northeast quarter of the said Southeast quarter of said Section 32; thence East about 20 chains to the Southeast corner of said Northeast quarter of said Southeast quarter of Section 32 in the East boundary line of said Section 32; thence North about 20 chains along the said East boundary line of said Section 32 to the place of beginning. Containing about 20 acres in said Northeast quarter of said Southeast quarter of said Section 32.

EXCEPTING AND RESERVING FROM PARCEL 1 - AN UNDIVIDED ONE-THIRD (1/3) of all coal, lignite, coal oil, petroleum, naphtha, asphaltum, brea, bitumen, natural gas, and all other hydrocarbon substances, which now exist, or at any time hereafter may exist, or be found in, upon, or under the said described lands, or any part or portion thereof, with full right and liberty of ingress and egress in, to, upon and over, said lands and each and every part and parcel thereof, at any and all times, for the purpose of prospecting for, digging, mining, boring and drilling for any and all of said substances herein reserved, as aforesaid, and for the purpose of carrying, hauling and conveying the same away; and with full and perpetual right to dig, mine, bore and drill for any and all of said reserved substances, on said described land or any part thereof; to erect all and every kinds of machinery, derricks and building necessary for the purposes aforesaid; to build and lay out railroads, wagon roads and other roads, pipe lines and any and all other modes and ways of transporting said substances, over, across and under said lands and for carrying, hauling and conveying all necessary material for the purpose of digging, mining, boring and drilling for said substances, including men, provisions, fuel, tools and machinery and material necessary for the construction of telephone and telegraph lines and railroads used for the aforesaid purposes; also the full and free right to erect telephone and telegraph lines in connection with said work and enterprise, and to erect all necessary telephone and telegraph poles; also the full and free right to appropriate and use sufficient part of the surface of said land for depositing thereon

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any of the said substances which may be gotten from said land, and other substances which may be brought to the surface in the work of extracting said reserved substances; and also for reservoirs for holding any and all oils which may be taken out of said lands; and also for erecting thereon buildings, machine shops, shed, windmills and derricks necessary in the operation, conducting and working of said business, also the full and free right to use sufficient water found in and upon said land, necessary in the exercise of any and all of the objects and purposes hereinbefore mentioned; and generally to do all other acts and things necessary and proper in mining, digging, boring and drilling for said reserved substances, and the storing and marketing of the same, as excepted and reserved by John Berges and wife, by deed dated April 4, 1912 and recorded in Volume 123 of Deeds at Page 394, Monterey County Records.

PARCEL 2:

ALL of Lots 1 and 2 lying West of the present State Highway and the North half of the Southwest quarter of the Southwest quarter of Section 3, in Township 23 South of Range 10 East, Mount Diablo Meridian.

EXCEPTING FROM ALL OF SAID PARCEL 2, all of the gas, oil and other hydrocarbon substances therein, together with the right to enter upon said land and prospect for said gas, oil and other hydrocarbon substances and to remove the same from said land and to erect and maintain the necessary roads, telephone lines, building and machinery thereon, - as recited in the deed from Joseph Labarere to Paul Aurignac, dated January 10, 1936 and recorded October 13, 1936 in Volume 497 Official Records at Page 221, Monterey County Records.

PARCEL 3:

LOT 2, being the Northwest quarter of the Northeast quarter of Section 6, and five (5) acres in the Southeast quarter of the Northeast quarter of said Section 6 in Township 23 South, Range 10 East, Mount Diablo Meridian, particularly described as follows:

BEGINNING at a point on the Easterly line of said Section 6, 3/8ths of a mile South of the Northeast corner of said Section, and running North along said Section line, 1/8th of a mile; thence at right angles West, 1/8th of a mile; thence in a straight line in a Southeasterly direction to the place of beginning.

EXCEPTING AND RESERVING, HOWEVER, to the United States, all the coal and other minerals in all of said Parcel 3, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862), as recited in the Patent of record.

PARCEL 4:

Northeast quarter of the Southeast quarter ($NE\frac{1}{4}$ of $SE\frac{1}{4}$) of Section 31, Containing 40 acres;

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The Northwest quarter of the Southwest quarter ($NW\frac{1}{4}$ of $SW\frac{1}{4}$) and the Southeast quarter of the Southeast quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$) of Section 32, containing 80 acres;

Lots 4 and 5, and the Southwest quarter of Section 33;

All that portion of the South 800 feet of Lot 2 (measured along the east line thereof) of Section 33, lying easterly of the northeasterly line of U. S. Freeway 101 conveyed to State of California by deed recorded October 18, 1961 in Book 2193, Page 569.

EXCEPTING FROM said Section 33, Parcel "A" (6.77 acres), Parcel "B" (2.52 acres), and Parcel "C" (2.55 acres), as said parcels are shown on the Record of Survey, filed January 13, 1967 in Book X-4 of Surveys, at page 70, Monterey County Records.

ALL IN TOWNSHIP 22 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

LOTS 1, 2, 3, 4 and 5; Southwest quarter of the Northeast quarter; South half of the Northwest quarter; North half of the South half; and North half of the South half of the South half of Section 4, TOWNSHIP 23 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM that certain five (5) acre tract described as beginning at a point on the westerly line of said Section 4, 1320 feet North of the Southwest corner of said Section 4, and running Southerly along said Section line, 660 feet; thence at right angles Easterly, 660 feet; thence in a direct line in a Northwesterly direction to the point of beginning.

LOTS 1, 2, 3, 4; the South half of the North half ($S\frac{1}{2}$ of $N\frac{1}{2}$) and North half of the Southwest quarter ($N\frac{1}{2}$ of $SW\frac{1}{4}$) of Section 5, containing 393.60 acres;

LOT 1 of Section 6, containing 39.12 acres;

ALL IN TOWNSHIP 23 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING FROM SECTION 33, Township 22 South, Range 10 East, and from SECTION 4, Township 23 South, Range 10 East, - and from PARCEL 2 herein - any interest conveyed to the State of California, by Deed from Paul Aurignac, et ux, dated August 2, 1961 and recorded in Volume 2193 Official Records at Page 569, Monterey County Records.

PARCEL 5:

IN TOWNSHIP 23 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN:

Of Section 12: North half of the Northeast quarter ($N\frac{1}{2}$ of $NE\frac{1}{4}$);
 Southwest quarter of Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$);
 Southeast quarter of the Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$);
 Northeast quarter of the Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$);
 West half of the Southeast quarter ($W\frac{1}{2}$ of $SE\frac{1}{4}$).

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PARCEL 9:

IN TOWNSHIP 23 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN:

Of Section 8: South half of the Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$).

Of Section 9: South half of the Southwest quarter ($S\frac{1}{2}$ of $SW\frac{1}{4}$).

EXCEPTING AND RESERVING FROM PARCEL 9, HOWEVER, to the grantors herein, their heirs and assigns, all the coal and other minerals in the lands last above described, together with the right to prospect for, mine and remove the same, as recited in the deed from S. N. Bunte and Bertha Grace Bunte, his wife, to Joe Labarere, dated May 22, 1935 and recorded May 23, 1935 in Volume 434 Official Records at Page 278, Monterey County Records.

PARCEL 10:

IN TOWNSHIP 23 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN:

Of Section 1: North half of Southeast quarter ($N\frac{1}{2}$ of $SE\frac{1}{4}$); and Southeast quarter of Southeast quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$).

Of Section 12: Southeast quarter of Northeast quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$); and Northeast quarter of Southeast quarter ($NE\frac{1}{4}$ of $SE\frac{1}{4}$).

IN TOWNSHIP 23 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN:

Of Section 6: Lot 7, and the Southeast quarter of Southwest quarter ($SE\frac{1}{4}$ of $SW\frac{1}{4}$).

Of Section 7: Lots 1, 2, 3; Northeast quarter ($NE\frac{1}{4}$), East half of Northwest quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$); Northeast quarter of Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$); and North half of Southeast quarter ($N\frac{1}{2}$ of $SE\frac{1}{4}$).

Of Section 8: Northwest quarter of Northeast quarter ($NW\frac{1}{4}$ of $NE\frac{1}{4}$); and Northwest quarter ($NW\frac{1}{4}$), containing, according to the U. S. Patent, 952.09 acres.

EXCEPTING AND RESERVING to the United States all the oil and gas in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat., 509). This entry is made under Section 29 of the Act of February 25, 1920 (41 Stat., 437), and the Act of March 4, 1933 (47 Stat., 1570), and the patent is issued subject to the rights of prior permittees or lessees to use so much of the surface of said lands as is required for mining operations, without compensation to the patentees for damages resulting from proper mining operations, - as recited in the Patent of record.

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IN TOWNSHIP 23 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN:

Of Section 13: The South half of the Northwest quarter ($S\frac{1}{2}$ of $NW\frac{1}{4}$).

EXCEPTING AND RESERVING, HOWEVER, to the United States, all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862).

PARCEL 11:

That part of LOT 14 of the Rancho San Bernardo in the County of Monterey, lying Southwesterly of a line, said line being part of the description of Parcel No. 1 in the deed recorded December 6, 1932 in Volume 351 Official Records at Page 407, records of said County, and identified by the following four (4) courses: BEGINNING at the northwesterly terminus of the course called as North $61^{\circ} 38' 30''$ West, 278.76 feet; thence North $28^{\circ} 38' 10''$ West, 51.05 feet; thence North $11^{\circ} 47' 40''$ West, 203.58 feet; thence North $32^{\circ} 36' 50''$ West, 537.00 feet; thence North $39^{\circ} 36'$ West, 317.62 feet to an intersection with the westerly boundary line of said Rancho.

EXCEPTING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore, and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that may be constructed on said lands, as reserved in the deed from Walter Rosenberg, et al, to State of California, dated June 13, 1961 and recorded September 14, 1961 in Volume 2183 Official Records at Page 107, Monterey County Records.

PARCEL 12:

Southeast quarter of Southeast quarter ($SE\frac{1}{4}$ of $SE\frac{1}{4}$) of Section 31; West half of Southwest quarter of Southwest quarter ($W\frac{1}{2}$ of $SW\frac{1}{4}$ of $SW\frac{1}{4}$) of Section 32, ALL IN TOWNSHIP 22 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

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PARCEL 13:

The East half of Southwest quarter of Southwest quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$ of $SW\frac{1}{4}$) of Section 32 in TOWNSHIP 22 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

PARCEL 14:

North one half ($N\frac{1}{2}$) of Section 24, Southwest quarter ($SW\frac{1}{4}$) of Section 13, and Southwest quarter ($SW\frac{1}{4}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section 13, TOWNSHIP 23 SOUTH, RANGE 9 EAST, all in MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING from Section 13, the following:

That portion of the Southwest quarter of the Southeast quarter ($SW\frac{1}{4}$ of $SE\frac{1}{4}$) of said Section 13 described as follows:
BEGINNING at the Northwest corner of said $SW\frac{1}{4}$ of $SE\frac{1}{4}$ of said Section 13; and running thence East to the Northeast corner of said $SW\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 13; and thence South to the Southeast corner of said $SW\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 13, and thence Northwesterly in a direct line to the point of beginning.

ALSO EXCEPTING AND RESERVING an undivided forty-nine per cent (49%) of all oil, gas, hydrocarbons, and other minerals of whatsoever nature lying in or under said lands, excepted in the deed from J. Robert Peri et al, dated October 24, 1960 and recorded October 29, 1960 in Volume 2093 Official Records at Page 448.

PARCEL 15:

The West half ($W\frac{1}{2}$) of Section 17 in TOWNSHIP 23 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN;

EXCEPTING THEREFROM that portion described as follows:
BEGINNING at the Southeast corner of Northwest quarter of said Section; thence North to the Northeast corner of said Northwest quarter; thence West to the Northwest corner of the Northeast quarter of said Northwest quarter; thence Southeasterly to the point of beginning.

The South half of Northeast quarter ($S\frac{1}{2}$ of $NE\frac{1}{4}$) and the South half ($S\frac{1}{2}$) of Section 18 in TOWNSHIP 23 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

West half ($W\frac{1}{2}$); South half of Southeast quarter ($S\frac{1}{2}$ of $SE\frac{1}{4}$); Northwest quarter of Southeast quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$) and Southwest quarter of Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section 20 in TOWNSHIP 23 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

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PARCEL 16:

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East half of Southeast quarter ($E\frac{1}{2}$ of $SE\frac{1}{4}$); Northwest quarter of Southeast quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$) and the Northeast quarter of the Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$) of Section 24, all in TOWNSHIP 23 SOUTH, RANGE 9 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

PARCEL 17:

All of Section 19 in TOWNSHIP 23 SOUTH, RANGE 10 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

ALSO EXCEPTING from said Parcels 15 and 17 the following:

EXCEPTING AND RESERVING, HOWEVER, to the United States, all the coal and other minerals in Northeast quarter of Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$) of Section 17; Southeast quarter of Northeast quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$); Southeast quarter ($SE\frac{1}{4}$); East half of Southwest quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$) of Section 18; and North half of Northeast quarter ($N\frac{1}{2}$ of $NE\frac{1}{4}$); Southwest quarter of Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) and East half of Northwest quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$) of Section 19, so entered and patented, together with the right to prospect for, mine and remove the same, as recited in the Patents of record.

ALSO EXCEPTING AND RESERVING all the mineral deposits on or below the surface such as diatomaceous or infusorial earth, locally known as chalk rock, and all mineral substances and mineral oils, in and to the Northeast quarter of Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$), Northwest quarter of Southeast quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$) and Southwest quarter of Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section 20, together with the right of ingress and egress and the right to mine, extract and ship said substances, all as reserved in the Deed from Auguste M. W. Jens, et al, to Effie L. Alm, dated September 13, 1917 and recorded in Volume 151 of Deeds at Page 408, Monterey County Records.

ALSO EXCEPTING from all the remaining lands, but not from the Southeast quarter of the Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$) of Section 20, an undivided one-fourth ($1/4$) interest in and to all mineral rights as excepted in the Deed from Florence Glau to Newell Alton, dated May 21, 1933 and recorded June 7, 1933 in Volume 365 Official Records at Page 213, Monterey County Records.

ALSO EXCEPTING from the Southeast quarter of Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$) of Section 20, all oil and minerals, together with the right to prospect for and remove the same, as recited in the Deed from I. B. Cornett and Helen Cornett, his wife, to Violet E. Alton, dated May 23, 1938 and recorded March 24, 1938 in Volume 565 Official Records at Page 246, Monterey County Records.

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PARCEL 18:

Parcel "A" (6.77 acres), as said parcel is shown on the Record of Survey, filed January 13, 1967 in Book X-4 of Surveys, at Page 70, Monterey County Records.

PARCEL 19:

Parcel "C" (2.55 acres), as said parcel is shown on the Record of Survey, filed January 13, 1967 in Book X-4 of Surveys, at Page 70, Monterey County Records.

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

PARCEL I:

The South half of the Northeast quarter ($S\frac{1}{2}$ of $NE\frac{1}{4}$),
 The Southeast quarter of the Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$),
 The Northwest quarter of the Southeast quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$),
 The Southwest quarter of the Northwest quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$),
 The East half of the Southwest quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$), and
 The Southwest quarter of the Southeast quarter ($SW\frac{1}{4}$ of $SE\frac{1}{4}$) of
 Section 11;
 The Southwest quarter of the Northwest quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$) of
 Section 12; and
 The East half of the Northwest quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$),
 The West half of the Northeast quarter ($W\frac{1}{2}$ of $NE\frac{1}{4}$), and
 The Southeast quarter of the Northeast quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$) of
 Section 14,

All in TOWNSHIP 23 SOUTH of RANGE 9 EAST of MOUNT DIABLO MERIDIAN,
 California, CONTAINING 560 acres, according to the Official Plat of
 the Survey of the said land, on file in the GENERAL LAND OFFICE.

EXCEPTING AND RESERVING, however, to the United States, all the coal
 and other minerals in the lands so entered and patented, together with
 the right to prospect for, mine, and remove the same pursuant to the
 provisions and limitations of the Act of December 29, 1916 (39 Stat.,
 862).

PARCEL II:

All of Section 10, TOWNSHIP 23 SOUTH, RANGE 9 EAST of MOUNT DIABLO
 BASE AND MERIDIAN, CONTAINING 640 acres of land, more or less.

EXCEPTING AND RESERVING, however, to the United States, all the coal
 and other minerals in the lands so entered and patented, together with
 the right to prospect for, mine and remove the same pursuant to the
 provisions and limitations of the Act of December 29, 1916 (39 Stat.,
 862), as recited in the Patent from United States of America, to
 Andrew J. Shearer, dated April 2, 1924 and recorded August 15, 1924
 in Volume 43 Official Records at page 205, Monterey County Records.

PARCEL III:

LOTS ONE (1) and TWO (2), and Northeast quarter of Southeast quarter
 ($NE\frac{1}{4}$ of $SE\frac{1}{4}$) of Section 33; and
 LOTS THREE (3) and FOUR (4) of Section 34, in
 TOWNSHIP 22 SOUTH of RANGE 9 EAST of MOUNT DIABLO BASE AND MERIDIAN; and
 ALSO LOTS THREE (3) and FOUR (4) and Southwest quarter of Northwest
 quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$) of Section 3, in
 TOWNSHIP 23 SOUTH of RANGE 9 EAST of MOUNT DIABLO BASE AND MERIDIAN,
 CONTAINING an area of 308.87 acres of land, according to the United
 States Government Survey thereof.

EXCEPTING THEREFROM AN UNDIVIDED $3/4$ INTEREST in all oil, gas, hydro-
 carbons and other minerals, as distributed to Dorothy Stoughton, et al.,
 in the Amended Decree of Distribution entered in the Matter of the

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Parcel 3 Continued-----

Estate of Elum Burton Yost, alias, deceased, dated March 4, 1960, a certified copy of which was recorded March 4, 1960 in Volume 2032 Official Records of Monterey County, at Page 494.

PARCEL IV:

North half of the Southwest quarter ($N\frac{1}{2}$ of $SW\frac{1}{4}$) of Section 34, in TOWNSHIP 22 SOUTH, RANGE 9 EAST of MOUNT DIABLO BASE AND MERIDIAN;

LOTS ONE (1), TWO (2), South half of the Northeast quarter ($S\frac{1}{2}$ of $NE\frac{1}{4}$); and Southeast quarter of the Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$) of Section 3; and LOT ONE (1) of Section 4, in TOWNSHIP 23 SOUTH, RANGE 9 EAST of MOUNT DIABLO BASE AND MERIDIAN. CONTAINING 323.08 acres of land, according to the United States Government Survey thereof.

EXCEPTING AND RESERVING, HOWEVER, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862), as recited in the patent of record for said lands.

ALSO EXCEPTING AND RESERVING "unto grantors, all of grantors' right, title and interest in and to oil, gas, hydrocarbons and other minerals in the above described real property", as reserved in the Deed from Harold H. Yost, who acquired title to a portion of the hereinafter described real property as Harold Yost, and Alice C. Yost, his wife, to Albert P. Aurignac and Leslie A. Aurignac, husband and wife, as community property, dated June 28, 1967 and recorded July 12, 1967 on Reel 513 Official Records at Page 276, under Recorder's Series No. G50677, Monterey County Records.

EXHIBIT BLAND CONSERVATION AGREEMENTCOMPATIBLE USES

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

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced but not including slaughter houses, fertilizer yards, bone yards or plants for the reduction of animal or vegetable matter.

2. Structures necessary and incidental to the agricultural use of the land.

3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner.

Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.

4. Dwellings for persons employed by owner or lessee in the agricultural use of the land.

5. An aircraft landing strip incidental to the agricultural use of the land.

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

7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.

8. Public or private hunting of wildlife or fishing.

9. Public or private hunting clubs and accessory structures.

10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.

11. Public or private riding or hiking trails.

12. Removal of natural materials.

END OF DOCUMENT

RECORDED AT REQUEST OF
COUNTY OF MONTEREY

FEB 23 3 07 PM '72

OFFICE OF RECORDER,
COUNTY OF MONTEREY,
SALINAS, CALIFORNIA **NO FEE**

LAND CONSERVATION CONTRACT

REEL 754 PAGE 820

THIS CONTRACT made and entered into this 22nd day of February 19 72, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Marie L. Garrissere hereinafter called "Owner".

WITNESSETH:

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

WHEREAS, the property is located in an agricultural preserve (No. 72-15) heretofore established by County by Resolution No. 72-33-15; 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) of Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, or as the Williamson Act. This contract is subject to all of the provisions of this act including any amendments thereto which may be enacted from time to time.

2. RESTRICTION ON USE OF PROPERTY

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and fibre for commercial purposes and uses compatible thereto. A list of all such compatible uses is set forth in Exhibit B, attached hereto and by this reference incorporated herein. County, by uniform rule adopted by the Board of Supervisors of County, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit A is located; provided, however, County may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit B. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to limit or supersede the planning and zoning powers of County.

3. TERM OF CONTRACT

This contract shall become effective on the 28th day of

G 06234

FEB 23 1972

February, 1972, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL

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

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

5. NO COMPENSATION

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

6. SUCCESSORS IN INTEREST

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

7. DIVISION OF LAND

The property described in Exhibit A shall not be divided without the written approval of the County first had and obtained. This contract is divisible in the event the property described in Exhibit A is divided. Owner agrees to submit any proposed division to County for its approval and County, if it approves said division, shall, as a condition of its approval of the division, require the execution by Owner of contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract.

8. CONDEMNATION

When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit A is filed or when such

land is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government, or any person, instrumentality or agency acting under authority or power of the federal government, this contract becomes null and void as to the land actually being condemned or so acquired as of the date the action is filed or so acquired.

9. CANCELLATION

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

(a) Upon the written request of Owner to cancel this contract, the Board of Supervisors of the County of Monterey may adopt a resolution consenting to such request. Prior to the adoption of a resolution consenting to the request of the landowner to cancel this contract, the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under contract within the agricultural preserve in which the property described in Exhibit A is located, and shall be published pursuant to Section 6061 of the Government Code. If at the hearing, or prior thereto, the owners of 51 percent of the acreage under contract in the agricultural preserve protest the cancellation of this contract, the Board of Supervisors shall not consent to cancel this contract.

(b) If the Board of Supervisors adopts a resolution consenting to the request of Owner to cancel this contract, the parties shall request that the cancellation be approved by the State Director of Agriculture upon the recommendation of the State Board of Agriculture. The State Board of Agriculture may recommend and the State Director of Agriculture may approve the cancellation only if they find: (1) The cancellation is not inconsistent with the purposes of the California Land Conservation Act of 1965 as amended; and (2) the cancellation is in the public interest.

(c) The provisions of sub-paragraph (b) of this paragraph 9 relating to the State Board of Agriculture and the Director of Agriculture shall be applicable only if both the State Board and the State Director consent to act as described herein. If either the State Board or the State Director fail or refuse to act within 60 days after being requested to do so, the Board of Supervisors of the County of Monterey shall act in the place and stead of the State Board and State Director and shall make all findings and decisions required by sub-paragraph (b).

10. LIABILITY OF OWNER UPON CANCELLATION

(a) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractual restrictions imposed by this contract. The Assessor shall multiply such value by the most recent county ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee. The Board of Supervisors shall thereafter and prior to giving tentative approval to the cancellation of this contract determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50 percent of the cancellation value of the property; provided, however, if after the date this contract was initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment shall be changed so no greater percent of full cash value will be paid than would have been paid had there been no change in ratio. It is agreed by the parties hereto that the publicly announced County ratio at the time this contract is executed is 25 percent of full cash value.

(b) If the State Board of Agriculture recommends that it is in the public interest to do so, and the State Director of Agriculture so finds, the Director may waive any such payment or any portion thereof, or may make such payment or portion thereof, contingent upon the future use made of the property and its economic return to Owner for a period of time not to exceed the unexpired term of the contract had it not been cancelled, provided: (i) the cancellation is caused by an involuntary transfer or change in the use which may be made of the property and the property is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to Owner; and (ii) County has recommended to the State Board of Agriculture that no such payment be required or that the deferment of such payment or portion thereof be allowed, and the board of Supervisors has determined it is in the best interests of the public conservation of agricultural land and that such payment be either deferred or not required.

(c) The provisions of sub-paragraph (b) of this paragraph 10 relating to the State Board of Agriculture and the Director of Agriculture shall be applicable only if the State Board and the State Director both consent to act as described herein. If either the State Board or the State Director fail or refuse to act within 60 days after being requested to do so, the Board of Supervisors of the County of Monterey shall act in the place and stead of the State Board and the State Director and shall make all findings and decisions required by sub-paragraph (b).

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

11. NOTICES

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

12. COSTS OF LITIGATION

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

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed: by Owner on February 14, 1972 and by County on February 22, 1972.



COUNTY OF MONTEREY

By Warren Church
Chairman, Board of Supervisors

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss

On this 22nd day of February, 1972, before me, ERNEST A. MAGGINI, County Clerk of the County of Monterey, and ex-officio Clerk of the Board of Supervisors and of the Superior Court, in and for said County and State, personally appeared WARREN CHURCH, known to me to be the Chairman of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.



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

By Sandra J. Hotelo
Deputy

Marie L. Garrissere
Marie L. Garrissere

STATE OF CALIFORNIA }
COUNTY OF Santa Clara }

ss

REEL 754 PAGE 825

On this 14th day of February, 1972, before me

Joan H. Miller, A Notary Public in and for

the County of Santa Clara, State of California,

residing therein, duly commissioned and sworn, personally appeared

Marie L. Garrissere

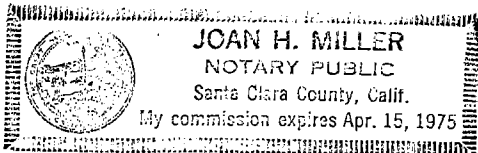
known to me to be the person whose name subscribed to the
within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Santa Clara the day and year
in this certificate first above written.

Joan H. Miller

Notary Public in and for the _____ County of Santa Clara
State of California.

My Commission Expires April 15, 1975



TO 930-A (7-58)
CITY GUARANTEE
FORM NO. 12

SCHEDULE A

LOT BOOK GUARANTEE

No. 117102-11

72-15

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

A. The last recorded instrument purporting to transfer title to said real property is:

Doc. recorded December 16, 1955 Doc. No. 34837 in Book 1667 Page 447
In favor of
MARIE L. GARRISSERE

B. There are no mortgages or deeds of trust which purport to affect said real property other than those shown below under Exceptions or additional matters (as requested).

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

1. A Deed of Trust in the amount of:

Trustor
Trustee None.

Beneficiary

Recorded

Instrument No.

Book

Page

2. A Deed of Trust in the amount of:

Trustor
Trustee None.

Beneficiary

Recorded

Instrument No.

Book

Page

Additional matters (as requested):

None requested.

EXHIBIT "A"

DESCRIPTION: That real property situate in the County of Monterey, State of California, described as follows:

PARCEL 1:

The following described lands, situate in Township 22 South, Range 10 East, M.D.B. & M., in the County of Monterey, State of California, described as follows:

Order No. 117102-11

Page 3

Lots one (1) Two (2) and Three (3) of Section twenty eight (28); Lots one (1), two (2) west half of northeast quarter; east half of northwest quarter; southwest quarter of northwest quarter; north half of southeast quarter and the southwest quarter of section 29; south half of southeast quarter and southeast quarter of southwest quarter of section 30; north half of northwest quarter; southeast quarter of northwest quarter; east half of southwest quarter; the northeast quarter of section 32.

Also all that portion of the north half of the southeast quarter and southwest quarter of southeast quarter of section 32 which lies north and west of a line which commences at the southwest corner of the southeast quarter of said section 32 and runs thence northeast in a direct line to the northeast corner of the southeast quarter of said section 32, and being all of north half of southeast quarter and southwest quarter of southeast quarter of said section 32, except that portion thereof conveyed to Marie Louise Goutx by deed dated May 12, 1913 and recorded in Vol. 129, page 478 of Deeds.

Subject to certain rights reserved in that certain deed dated April 4, 1912 and recorded in Vol. 123, page 394 of Deeds.

~~Lots one (1), Two (2), Seven (7) and Eight (8) and the northwest quarter of the southeast quarter of section thirteen (13), Township twenty-two (22) South, Range Nine (9) East, Mount Diablo Base and Meridian, in the County of Monterey, State of California, containing one hundred and sixty-seven and twenty one hundredths (167.20) acres, according to the United States Government Survey thereof.~~

DELET

EXCEPTING THEREFROM THOSE TWO CERTAIN PARCELS OF LAND HERETOFORE CONVEYED TO THE TRUSTEES OF PARIS VALLEY SCHOOL DISTRICT, as follows:

1st-From a point 13.11 chains north of a stake marked 1/4S. which is in center of section 13, Township 22 South, Range 9 East, Mount Diablo Base and Meridian, set redwood stake marked P.V.S.1; thence north (Var.15° 45' E.) 3.50 chains, P.V.S.2; thence South 77° East 2.14 chains, P.V.S.3; thence south 3.50 chains, P.V.S.4; thence N. 77° west 2.14 chains to place of beginning, containing 3/4 of an acre.

2nd-From a point 17.36 chains north from center of section 13, Township 22 South, Range 9 East, M.D.B. & M. north 2.94 chains; thence South 83° east 3.26 chains; thence south 2.94 chains; thence north 75° 15' west, 3.32 chains to the place of beginning.

Order No. 117102-11

Page 4

containing 89/100 of an acre.

The South one-half ($S\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section 29, Township 22, South, Range 10 East, M.D.M. in the County of Monterey, State of California, according to the official maps on record in the office of the Recorder of said County.

EXCEPTING THEREFROM that certain real property described in the deed to Pearl L. Wood, recorded October 1, 1956 in Book 1747 Page 571, Official Records of Monterey County.

PARCEL 2:

The Northeast quarter ($NE\frac{1}{4}$) of Section Thirty-one (31), Township Twenty-two (22) South, Range Ten (10) East of Mount Diablo Base and Meridian, containing 160 acres of land, more or less, according to the United States Government Survey thereof.

EXCEPTING all oil, gas and/or minerals in and to said lands, together with the right of the grantor, his heirs, assigns, lessees and legal representatives at all times to enter on the above described land and to take all of the usual, necessary or convenient means to bore wells, make excavations and to remove the oil, and/or minerals herein reserved and found thereof.

Lots Three (3), Four (4), the East half ($E\frac{1}{2}$) of the Southwest quarter ($SW\frac{1}{4}$), the West half ($W\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section Thirty-one (31), and the Southwest quarter ($SW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of Section Thirty-two (32), all in Township Twenty-two (22) South, Range Ten (10) East of Mount Diablo Base and Meridian.

Lots one (1), Two (2) and Three (3) of Section One (1), Township Twenty-three (23) South of Range Nine (9) East of Mount Diablo Base and Meridian, and Lots Three (3) and Four (4) of Section Six (6), Township Twenty-three (23) South of Range Ten (10) East of Mount Diablo Base and Meridian, containing 472.07 acres of land, more or less, according to the United States Government Survey thereof.

EXCEPTING AND RESERVING, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat.862), as recited in the Patent of record.

EXHIBIT "B"LAND CONSERVATION AGREEMENTCOMPATIBLE USES

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

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced but not including slaughter houses, fertilizer yards, bone yards or plants for the reduction of animal or vegetable matter.
2. Structures necessary and incidental to the agricultural use of the land.
3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner.
Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.
4. Dwellings for persons employed by owner or lessee in the agricultural use of the land.
5. An aircraft landing strip incidental to the agricultural use of the land.
6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.
7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.
8. Public or private hunting of wildlife or fishing.
9. Public or private hunting clubs and accessory structures.
10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.
11. Public or private riding or hiking trails.

FEB. 15, 1972

MR. WILLIAM H. STOFFEL, COUNTY COUNSEL

EXHIBIT "A" PAGE 3 CONTAINS A DESCRIPTION OF LOTS ONE (1), TWO (2), SEVEN (7), AND EIGHT (8) AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION THIRTEEN (13), T. TWENTY-TWO (22) SOUTH, R. NINE (9) EAST, MDB&M, IN THE COUNTY OF MONTEZUMA, STATE OF CALIFORNIA, CONTAINING ONE HUNDRED AND SIXTY-SEVEN AND TWENTY ONE HUNDRED THS (167.20) ACRES ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

MY MOTHER DOES NOT OWN THESE PARCELS AND DOES NOT PAY TAXES ON THEM. THE 1799 ± ACRES REQUESTED FOR INCLUSION IN THE LAND CONSERVATION CONTRACT DOES NOT INCLUDE THESE PARCELS.

VERY TRULY YOURS

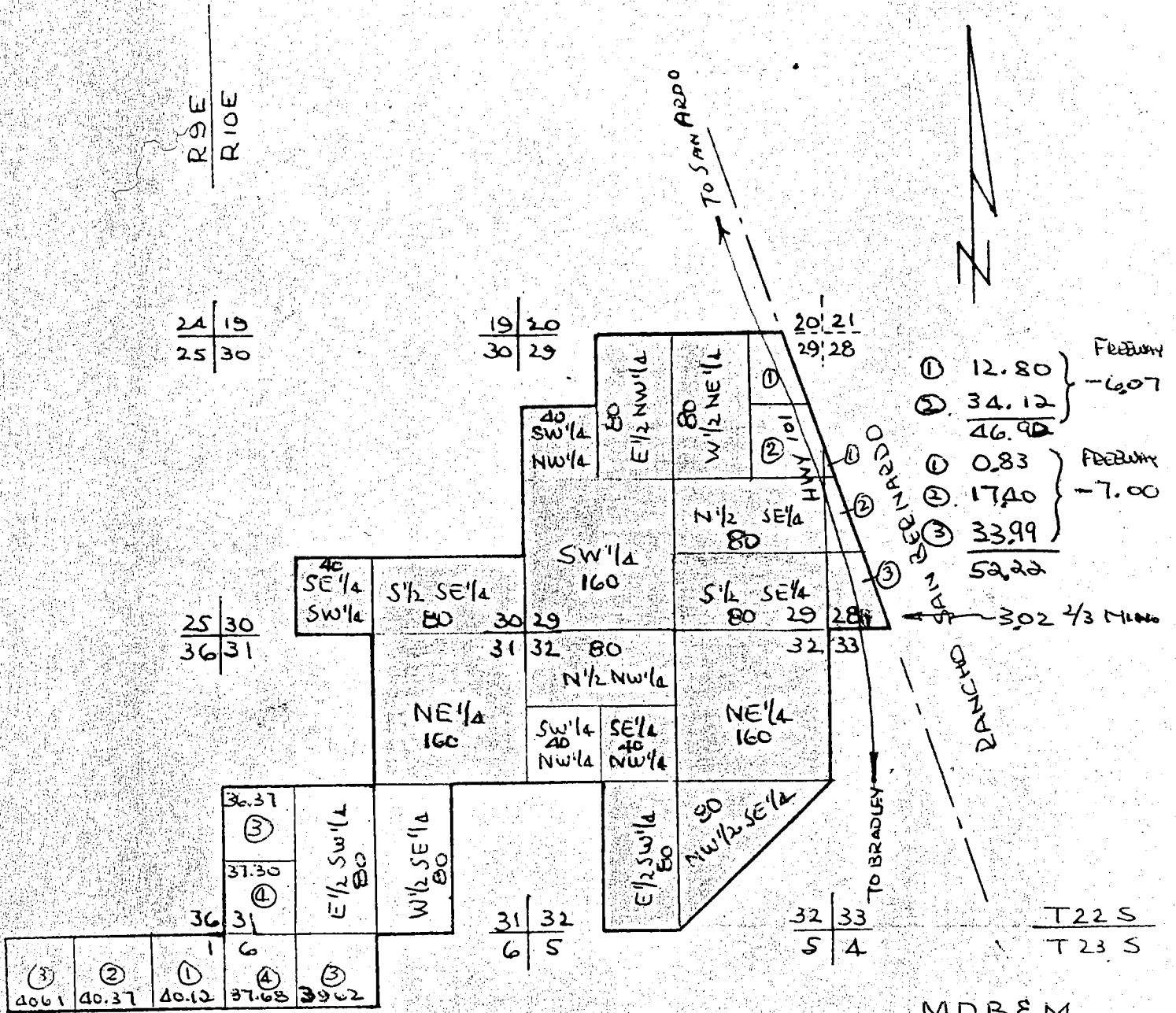
J. Garbuse
J. Garbuse for MARIE L. GARBUSE

MRS MARIE L. GARRISS 2E
 180 N 4TH ST APT 906 ~~903 PALM ST SAN JOSE~~
 SAN JOSE 95110 408-295-3250

RECEIVED
 THE SUPERIOR OIL CO.

NOV 22 1965

LAND DEPT.
 BAKERSFIELD



MDB & M
 MONTEREY COUNTY

ACRES	OWNER	MINERAL RIGHTS
80	MLG	100% MLG
3.41	STATE	2/3 MLG
1086.07	MLG	2/3 MLG (1099.14)
160	MLG	SYLVAN LACOURME
472.01	MLG	USA.
Σ 1798.14	MLG	

O&G Lease 2/3 x 1102.55 ACRES
 100% x 80 ACRES MLG

Checked 2/21/70

LEGAL DESCRIPTION:

SEC 28 T.22S., R.10E. MDB&M

LOTS 1, 2, & 3

45.22 AC

SEC 29 T.22S., R.10E. MDB&M

LOTS 1 & 2	40.85 AC
W ¹ / ₂ NE ¹ / ₄	80. AC
E ¹ / ₂ NW ¹ / ₄	80. AC
SW ¹ / ₄ NW ¹ / ₄	40. AC
SW ¹ / ₄	160. AC
N ¹ / ₂ SE ¹ / ₄	80. AC
S ¹ / ₂ SE ¹ / ₄	80. AC

560.85 AC

SEC 30 T.22S., R.10E., MDB&M

S ¹ / ₂ SE ¹ / ₄	80. AC
SE ¹ / ₄ SW ¹ / ₄	40. AC

120.00 AC

SEC 32 T.22S., R.10E., MDB&M

NE ¹ / ₄	160. AC
N ¹ / ₂ NW ¹ / ₄	80. AC
SE ¹ / ₄ NW ¹ / ₄	40. AC
SW ¹ / ₄ NW ¹ / ₄	40. AC
E ¹ / ₂ SW ¹ / ₄	80. AC
NW ¹ / ₂ SE ¹ / ₄	80. AC

480.00 AC

LEGAL DESCRIPTION (CONTD)

SEC 31. T.22S., R.10E., MDB&M

LOTS 3 & 4	73.67 AC
E $\frac{1}{2}$ SW $\frac{1}{4}$	80. AC
W $\frac{1}{2}$ SE $\frac{1}{4}$	80. AC
NE $\frac{1}{4}$	160. AC

393.67 AC

SEC 6. T.23S., R.10E., MDB&M.

LOTS 3 & 4

77.30 AC

SEC. 1 T.23S., R.9E., MDB&M

LOTS 1, 2, & 3

121.10 AC

TOTAL

1798.14 AC

END OF DOCUMENT

RECORDED AT REQUEST OF
Before the Board of Supervisors in and for the COUNTY OF MONTEREY
County of Monterey, State of California

RESOLUTION NO. 72-33-15 FEB 23 3 07 PM '72

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

Marie L. Garrissere

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA NO FEE
REEL 754 PAGE 815

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the following real property located in the County of Monterey, State of California, being within Monterey County Assessor's Parcel Number(s) 606-652-00 through 606-659-00, 607-219-00 through 607-222-00.

and being more particularly described in Exhibit "B" attached hereto and made a part hereof, is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the Land Conservation Act of 1965 and shall be known as and referred to as Agricultural Preserve No. 72-15.

On motion of Supervisor Branson, seconded by Supervisor Tavernetti, the foregoing resolution is adopted this 25th day of January, 1972, by the following vote:

AYES: Supervisors Church, Tavernetti, Smith, Branson.
COUNTY OF MONTEREY, } ss. NOES: None.
STATE OF CALIFORNIA. } ABSENT: Supervisor Atteridge temporarily absent.

I, ERNEST A. MAGGINI, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a full, true and correct copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book 27, on the 25th day of January, 1972, and now remaining of record in my office.

In my hand and the seal of said Board of Supervisors this 25th day of January, 1972.

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

By Sandra J. Hutsko
Deputy.



G 06233

FEB 23 1972

LAND CONSERVATION AGREEMENT

COMPATIBLE USES

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

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced but not including slaughter houses, fertilizer yards, bone yards or plants for the reduction of animal or vegetable matter.
2. Structures necessary and incidental to the agricultural use of the land.
3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner.
Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.
4. Dwellings for persons employed by owner or lessee in the agricultural use of the land.
5. An aircraft landing strip incidental to the agricultural use of the land.
6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.
7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.
8. Public or private hunting of wildlife or fishing.
9. Public or private hunting clubs and accessory structures.
10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.
11. Public or private riding or hiking trails.

TO 530-A (7-68)
 CTA GUARANTEE
 FORM NO. 12

SCHEDULE A

LOT BOOK GUARANTEE

No. 117102-11

72-15

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

A. The last recorded instrument purporting to transfer title to said real property is:

Doc. recorded December 16, 1955 Doc. No. 34837 in Book 1667 Page 447
 In favor of
 MARIE L. GARRISSERE

B. There are no mortgages or deeds of trust which purport to affect said real property other than those shown below under Exceptions or additional matters (as requested).

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

1. A Deed of Trust in the amount of:

Trustor
 Trustee None.
 Beneficiary

Recorded	Instrument No.	Book	Page
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2. A Deed of Trust in the amount of:

Trustor None.
 Trustee
 Beneficiary

Recorded	Instrument No.	Book	Page
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Additional matters (as requested):

None requested.

EXHIBIT "B"

DESCRIPTION: That real property situate in the County of Monterey, State of California, described as follows:

PARCEL 1:

The following described lands, situate in Township 22 South, Range 10 East, M.D.B. & M., in the County of Monterey, State of California, described as follows:

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Lots one (1) Two (2) and Three (3) of Section twenty eight (28); Lots one (1), two (2) west half of northeast quarter; east half of northwest quarter; southwest quarter of northwest quarter; north half of southeast quarter and the southwest quarter of section 29; south half of southeast quarter and southeast quarter of southwest quarter of section 30; north half of northwest quarter; southeast quarter of northwest quarter; east half of southwest quarter; the northeast quarter of section 32.

Also all that portion of the north half of the southeast quarter and southwest quarter of southeast quarter of section 32 which lies north and west of a line which commences at the southwest corner of the southeast quarter of said section 32 and runs thence northeast in a direct line to the northeast corner of the southeast quarter of said section 32, and being all of north half of southeast quarter and southwest quarter of southeast quarter of said section 32, except that portion thereof conveyed to Marie Louise Goutx by deed dated May 12, 1913 and recorded in Vol. 129, page 478 of Deeds.

Subject to certain rights reserved in that certain deed dated April 4, 1912 and recorded in Vol. 123, page 394 of Deeds.

~~Lots one (1), Two (2), Seven (7) and Eight (8) and the northwest quarter of the southeast quarter of section thirteen (13), Township twenty-two (22) South, Range Nine (9) East, Mount Diablo Base and Meridian, in the County of Monterey, State of California, containing one hundred and sixty-seven and twenty one hundredths (167.20) acres, according to the United States Government Survey thereof.~~

EXCEPTING THEREFROM THOSE TWO CERTAIN PARCELS OF LAND HERETOFORE CONVEYED TO THE TRUSTEES OF PARIS VALLEY SCHOOL DISTRICT, as follows:

1st-From a point 13.11 chains north of a stake marked 1/4S. which is in center of section 13, Township 22 South, Range 9 East, Mount Diablo Base and Meridian, set redwood stake marked P.V.S.1; thence north (Var.15° 45' E.) 3.50 chains, P.V.S.2; thence South 77° East 2.14 chains, P.V.S.3; thence south 3.50 chains, P.V.S.4; thence N. 77° west 2.14 chains to place of beginning, containing 3/4 of an acre.

2nd-From a point 17.36 chains north from center of section 13, Township 22 South, Range 9 East, M.D.B. & M. north 2.94 chains; thence South 83° east 3.26 chains; thence south 2.94 chains; thence north 75° 15' west, 3.32 chains to the place of beginning,

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containing 89/100 of an acre.

The South one-half ($S\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section 29, Township 22, South, Range 10 East, M.D.M. in the County of Monterey, State of California, according to the official maps on record in the office of the Recorder of said County.

EXCEPTING THEREFROM that certain real property described in the deed to Pearl L. Wood, recorded October 1, 1956 in Book 1747 Page 571, Official Records of Monterey County.

PARCEL 2:

The Northeast quarter ($NE\frac{1}{4}$) of Section Thirty-one (31), Township Twenty-two (22) South, Range Ten (10) East of Mount Diablo Base and Meridian, containing 160 acres of land, more or less, according to the United States Government Survey thereof.

EXCEPTING all oil, gas and/or minerals in and to said lands, together with the right of the grantor, his heirs, assigns, lessees and legal representatives at all times to enter on the above described land and to take all of the usual, necessary or convenient means to bore wells, make excavations and to remove the oil, and/or minerals herein reserved and found thereof.

Lots Three (3), Four (4), the East half ($E\frac{1}{2}$) of the Southwest quarter ($SW\frac{1}{4}$), the West half ($W\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section Thirty-one (31), and the Southwest quarter ($SW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of Section Thirty-two (32), all in Township Twenty-two (22) South, Range Ten (10) East of Mount Diablo Base and Meridian.

Lots one (1), Two (2) and Three (3) of Section One (1), Township Twenty-three (23) South of Range Nine (9) East of Mount Diablo Base and Meridian, and Lots Three (3) and Four (4) of Section Six (6), Township Twenty-three (23) South of Range Ten (10) East of Mount Diablo Base and Meridian, containing 472.07 acres of land, more or less, according to the United States Government Survey thereof.

EXCEPTING AND RESERVING, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat.862), as recited in the Patent of record.

END OF DOCUMENT