

# Attachment H

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*Mason Paul*

WHEN RECORDED MAIL TO:

Ann Anderson  
Clerk to the Board of Supervisors  
East Wing Room 226  
Salinas Courthouse

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

CRLISA  
9/25/2003  
5 49 28

DOCUMENT: **2003117636**



Titles: 1 / Pages: 33

Fees  
Taxes  
Other  
AMT. PAID

THIS SPACE FOR RECORDER'S USE ONLY

**TITLE OF DOCUMENT**

NOTICE OF NON-RENEWAL

LAND CONSERVATION CONTRACT  
AGRICULTURAL PRESERVE No. 71-40; Resolution No. 71-14-40

Assessor's Parcel Nos. 257-171-013, 257-171-014 and 257-171-015

BETWEEN R.S. PROPERTIES, a California general partnership, OWNERS & COUNTY OF MONTEREY

NOTICE OF NON-RENEWAL OF  
LAND CONSERVATION CONTRACT NO. 71-40

**NOTICE IS HEREBY GIVEN:**

WHEREAS, the undersigned is the owner of land described under Land Conservation Contract No. 71-40, within Agricultural Preserve No. 71-40, established pursuant to Monterey County Board of Supervisors Resolution No. 71-14-40, recorded on January 11, 1990, Document No. 02286, in the Office of the County Recorder, at Reel 2459, Page 22;

WHEREAS, the Owner desires a non-renewal of Land Conservation Contract No. 71-40;

NOW, THEREFORE, the Owner declares the intent not to renew Land Conservation Contract No. 71-40 as it applies to the real property described in the Legal Description, attached hereto as Exhibit A and incorporated by this reference.

**OWNER:**

R.S. PROPERTIES, a California general partnership

By



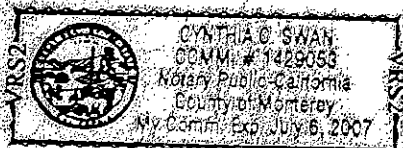
Richard R. Smith, Trustee of the Richard R. Smith Family Trust dated October 12, 1989 and General Partner.

STATE OF CALIFORNIA )  
COUNTY OF MONTEREY )

On September 29, 2003, before me, Cynthia C. Swan, Notary Public, personally appeared Richard R. Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Cynthia C. Swan  
Notary Public

NOTICE OF NON-RENEWAL OF  
LAND CONSERVATION CONTRACT NO. 71-40

(Signature continuation page)

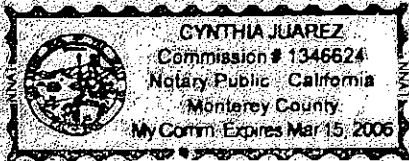
Notice received:

Deputy Barbara S. Grant  
CLERK OF THE BOARD OF SUPERVISORS

Date: September 25, 2003

STATE OF CALIFORNIA )  
COUNTY OF MONTEREY )

On SEPTEMBER 25, 2003, before me, CYNTHIA JUAREZ  
Notary Public, personally appeared BARBARA S. GRANT, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/ signature(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cynthia Juarez  
Notary Public

[SEAL]

**\*Note to Clerk of the Board:** This document must be recorded, with the Monterey County Recorder's Office, within 20 days of receipt. A copy of the recorded document must be forwarded to the Department of Conservation, Division of Land Resource Protection, Williamson Act Program, Attention: Dennis O'Bryen, Program Manager, 801 K Street, Sacramento, California 95814. Also, please copy the Monterey County Agricultural Preserve Committee.

EXHIBIT "A"

NOTICE OF NON-RENEWAL OF

LAND CONSERVATION 71-40

LEGAL DESCRIPTION

CERTAIN REAL PROPERTY situate in a portion of Lot 1 of the Rancho San Vicente, County of Monterey, State of California, being a portion of that certain 638.361 gross acre tract of land shown and so delineated on the map filed October 7, 1968 in Volume 8 of Surveys, at Page 137, Record of said county, said portion being more particularly described as follows:

FIRST

Beginning at a ½" Diameter Iron Rebar Tagged LS 4448 standing at the southeasterly corner of "Parcel 2" as said parcel is shown and so delineated on the map filed November 16, 1988 in Volume 15 of Surveys at Page 188, records of said county; thence running along the boundary of said "Parcel 2"

1. N. 89° 26' 27" W., 1,535.96 feet to the ½" Diameter Iron Rebar Tagged LS 4448; thence
2. N. 0° 34' 35" E., 600.13 feet to a ½" Diameter Iron Rebar Tagged LS 4448; thence
3. N. 89° 25' 56" W., 1,451.17 feet, at 1,421.88 feet a ½" Diameter Iron Rebar Tagged LS 4448, 1,451.17 feet to the easterly boundary of that certain 7.7639 acre tract of land described under Parcel A in the deed from Paul Masson, Inc., a Corporation to Monterey County Flood Control and water conservation district a body corporate and politic of the State of California dated June 4, 1973 and recorded on Reel 856 of Official Records at Page 980, records of said county, thence leaving the boundary of said "Parcel 2" and running along the boundary of said 7.7639 acre tract of land
4. S. 0° 29' 54" W., 974.27 feet to the most northerly corner of that certain 2.4320 acre tract of land described in the deed of Paul Masson, Inc. a corporation to D. Bradburn, as trustee of the Nettie Doud Baker Trusts dated December 29, 1960 and July 12, 1961, dated June 4, 1973 and recorded on Reel 856 of Official Records at Page 988, records of said county, thence leaving the boundary of said 7.7639 acre tract of land and running along the boundary of said 2.4320 acre tract of land
5. S. 50° 59' E. 76.69 feet; thence
6. S. 0° 29' 54" W., 780.20 feet to the northerly line of the Southern Pacific Railroad Company right-of-way (100 feet wide) as conveyed from Francis Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and recorded in Volume 5 of deeds at Page 350 and by deed dated May 5, 1886 and recorded in Volume 11 of deeds at page 256, records of said county, thence leaving the boundary of 2.4320 acre tract of land and running along the last mentioned northerly line
7. S. 67° 27' 03" E., 2588.98 feet, thence leaving the last mentioned northerly line

8. N. 21° 46' 45" W., 154.79 feet, at 37.88 feet at ½" Diameter Iron Rebar Tagged LS 4448, 154.79 feet to a ½" Diameter Iron Rebar Tagged LS 4448, thence
9. N. 15° 05' 20" E., 203.89 feet to a ½" Diameter Iron Rebar Tagged LS 4448; thence
10. N. 36° 16' 03" E., 100.40 feet to a ½" Diameter Iron Rebar Tagged LS 4448; thence
11. N. 62° 23' 32" E., 274.31 feet to a ½" Diameter Iron Rebar Tagged LS 4448; thence
12. N. 78° 53' 59" E., 236.71 feet to a ½" Diameter Iron Rebar Tagged LS 4448; thence
13. N. 0° 33' 11" E., 1,571.86 feet to the point of beginning.

Containing an area of 133.18 acres of land, more or less.

## SECOND

Beginning at the intersection of the southerly line of the Southern Pacific Railroad Company right-of-way (100 feet wide) as conveyed by Frances Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and record in Volume 5 of deeds at Page 50, and by deed dated May 5, 1886 and recorded in Volume 11 of deeds at page 256, records of said county, with the easterly boundary at certain 2.4320 acre tract of land described in the deed of Paul Masson, Inc. a corporation to D. Bradburn as trustee of the Nettie Doud Baker Trusts, dated December 29, 1960 and July 12, 1961, thence running along southerly line of said Southern Pacific Railroad Company right-of-way

1. S. 67° 27' 03" E., 2,561.37 feet to a point from which a ½" Diameter Iron Rebar Tagged LS 4448 bears N. 22° 36' 30" E., 6.23 feet distant, thence leaving the last mentioned southerly line
2. S. 22° 36' 30" W., 459.23 feet, at 430.06 feet at ½" Diameter Iron Rebar Tagged LS 4448, 459.23 feet to the southerly line of said 638.361 acre tract of land, thence running along the last mentioned southerly line
3. N. 61° 54' 40" W., 386.46 feet, thence
4. N. 80° 05' 31" W., 98.15 feet, thence
5. N. 62° 19' 51" W., 465.09 feet, thence
6. N. 67° 33' 04" W., 220.99 feet, thence
7. N. 80° 31' 32" W., 359.70 feet, thence



8. S. 84° 56' 01" W., 384.66 feet to a 3/4" Diameter Iron Pipe; thence
9. S. 70° 32' 53" W., 413.28 feet; thence
10. S. 81° 49' 53" W., 16.65 feet to the easterly boundary of said 2.4320 acre tract of land; thence leaving the southerly boundary of said 638.361 acre tract of land and running along the last mentioned easterly boundary
11. W. 0° 29' 54" E., 1,021.75 feet to point of beginning.

Containing an area of 29.55 acres of land, more or less.

RECORDS ADMINISTRATION

COUNTY OF MONTEREY

JUL 11 9 41 AM '71

COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

02286

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 11 day of July, 1989, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and R. S. Properties, a general partnership, hereinafter called "Owner."

WITNESSETH:

WHEREAS, there has been established by Resolution No. 71-14-40 in the County of Monterey, an agricultural preserve (71-48) which is the subject of a Land Conservation Contract recorded February 26, 1971, at Reel 689, pages 656 and following; and

WHEREAS, on June 14, 1988, the Planning Commission of Monterey County approved a minor subdivision dividing a parcel within the aforementioned agricultural preserve into two (2) parcels; and

WHEREAS, Owner has obtained one of the newly-formed parcels located within agricultural preserve 7140; and

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

NOW, THEREFORE, County and Owner agree as follows:

1. AMENDMENTS TO LEGAL DESCRIPTION OF LAND.

Exhibit A to the Land Conservation Contract recorded February 26, 1971, at Reel 689, pages 662 and following of the Official Records of Monterey County is hereby amended to reflect the subdivision and the sale of a portion of the land to Owner as set forth in Exhibit A-1 attached hereto and made a part hereof.

2. AGREEMENT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1963.

This contract is entered into pursuant to Chapter 7 (commencing with Section 51300) as Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1963. This contract is subject to all of the provisions of this Act including any amendments thereto which may be enacted from time to time.

3. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A-1 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-1 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.

4. TERM OF CONTRACT.

This contract became effective on the 28th day of February, 1971, and remained in full force and effect for an initial term of twenty years. The initial term of twenty years was commenced 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.

5. 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 4 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.

6. 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 benefits 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.

**7. SUCCESSIONS IN INTEREST.**

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit A-1 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-1. 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-1 annexed to the city.

**8. DIVISION OF LAND.**

This contract is divisible in the event the property described in Exhibit A-1 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.

**9. CONDEMNATION.**

When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit A-1 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.

**10. 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.

(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-1 is located, and shall be published pursuant to Section 5061 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 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 subparagraph (b) of this paragraph 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 subparagraph (b).

**11. 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 461 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 10 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 deferral 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 subparagraph (b) of this paragraph if 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 subparagraph (b).

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

#### 12. 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 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

#### 13. 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 October 30, 1989 and by County on November 14, 1989.

COUNTY OF MONTEREY  
By [Signature]  
Barbara Shipsuch, Chairwoman  
Board of Supervisors

ACKNOWLEDGEMENT

State of California )  
County of Monterey ) ss.

On November 14, 1989, before me ERNEST E. MORISITA, Clerk of the Board of Supervisors, in and for said County and State, personally appeared Barbara Shipsuch, 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 E. MORISITA, Clerk of the Board of Supervisors of Monterey County, State of California  
By [Signature]  
Deputy

OWNER  
R. S. PROPERTIES, a General Partnership  
By [Signature]  
Richard Smith  
General Partner

State of California )  
 ) ss.

Acknowledgment - Partnership

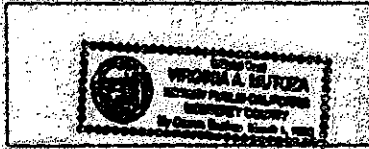
REEL 2459 PAGE 28

State of California  
County of Monterey

On this 30th day of October, in the year 1987, before me, Virginia A. Hutosa,

a Notary Public, personally appeared Richard Smith, personally

known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of the partnership and acknowledged to me that the partnership executed it.



*Virginia A. Hutosa*  
Notary Public for California



Lyonswall Canyon Ranches, a California general partnership to:

CERTAIN REAL PROPERTY situate in a portion of Lot 1 of the Rancho San Vicente, County of Monterey, State of California, being a portion of that certain 635.361 gross acre tract of land shown and so delineated on the map filed October 7, 1968 in Volume 8 of Surveys, at Page 137, records of said county, said portion being more particularly described as follows:

**WITNES**

Beginning at a 1/2" Diameter Iron Rebar Tagged LS 4448 standing at the southeasterly corner of "Parcel 2" as said parcel is shown and so delineated on the map filed November 16, 1968 in Volume 15 of Surveys at Page 189, records of said county; thence running along the boundary of said "Parcel 2"

1. N. 89° 26' 27" W., 1,333.98 feet to 1/2" Diameter Iron Rebar Tagged LS 4448; thence
2. N. 0° 34' 35" E., 580.13 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
3. N. 89° 25' 56" W., 1,451.17 feet, at 1,421.88 feet a 1/2" Diameter Iron Rebar Tagged LS 4448, 1,451.17 feet to the easterly boundary of that certain 7.7639 acre tract of land described under Parcel 2 in the Deed from Paul Masson, Inc. a Corporation to Monterey County Flood Control and water conservation district a body corporate and politic of the state of California dated June 4, 1973 and recorded on Reel 856 of Official Records at Page 980, records of said county; thence leaving the boundary of said "Parcel 2" and running along the boundary of said 7.7639 acre tract of land
4. S. 0° 29' 54" W., 974.27 feet to the east northerly corner of that certain 2.4228 acre tract of land described in the Deed from Paul Masson, Inc. a corporation to D. Bradburn, as trustee of the Nettie Dowd Baker Trusts dated December 29, 1960 and July 13, 1961, dated June 4, 1973 and recorded on Reel 856 of Official Records at Page 986, records of said county; thence leaving the boundary of said 7.7639 acre tract of land and running along the boundary of said 2.4228 acre tract of land
5. S. 50° 30' E. 76.68 feet; thence

- 6. S. 0° 29' 34" W., 780.20 feet to the northerly line of the Southern Pacific Railroad Company right-of-way (100 feet wide) as conveyed from Francis Dowd to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and recorded in Volume 8 of deeds at Page 350 and by deed dated May 3, 1886 and recorded in Volume 11 of deeds at Page 258, records of said county; thence leaving the boundary of 2.4329 acre tract of land and running along the last mentioned northerly line
  - 7. S. 67° 27' 03" E., 2586.98 feet; thence leaving the last mentioned northerly line
  - 8. N. 21° 46' 45" W., 154.79 feet, at 37.89 feet a 1/2" Diameter Iron Rebar Tagged LS 4448; 154.78 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
  - 9. N. 15° 03' 20" E., 203.89 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
  - 10. N. 16° 16' 05" E., 100.40 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
  - 11. N. 62° 22' 32" E., 174.31 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
  - 12. N. 78° 53' 59" E., 236.71 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
  - 13. N. 0° 31' 11" E., 1,571.86 feet to the point of beginning.
- Containing an area of 133.18 acres of land, more or less.

**ENCLOSURE**

Beginning at the intersection of the southerly line of the Southern Pacific Railroad Company right-of-way (100 feet wide) as conveyed by Francis Dowd to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and recorded in Volume 8 of deeds at Page 350, and by deed dated May 3, 1886 and recorded in Volume 11 of deeds at page 258, records of said county, with the easterly boundary at certain 2.4329 acre tract of land described in the deed from Paul Masson, Inc. a corporation to D. Bradburn as trustee of the Nettie Dowd Baker Trusts, dated December 29, 1966 and July 12, 1961; thence running along southerly line of said Southern Pacific Railroad Company right-of-way

- 1. S. 67° 27' 03" E., 2,561.37 feet to a point from which a 1/2" Diameter Iron Rebar Tagged LS 4448 bears S. 22° 36' 30" E., 6.23 feet distant; thence leaving the last mentioned southerly line

EXHIBIT   A    
  2     3

- 2. S. 12° 36' 30" W., 459.23 feet, at 459.06 feet at 1/2" Diameter Iron Rebar Tagged LB 4448, 459.23 feet to the southerly line of said 638.361 acre tract of land; thence running along the last mentioned southerly line
- 3. N. 67° 54' 40" W., 386.45 feet; thence
- 4. N. 80° 09' 31" W., 99.13 feet; thence
- 5. N. 62° 19' 51" W., 465.09 feet; thence
- 6. N. 67° 33' 04" W., 220.99 feet; thence
- 7. N. 60° 31' 32" W., 359.70 feet; thence
- 8. S. 84° 56' 01" W., 384.66 feet to a 3/4" Diameter Iron Pipe; thence
- 9. S. 70° 32' 53" W., 613.38 feet; thence
- 10. S. 81° 49' 53" W., 16.85 feet to the easterly boundary of said 2.4228 acre tract of land; thence leaving the southerly boundary of said 638.361 acre tract of land and running along the last mentioned easterly boundary
- 11. N. 0° 29' 14" E., 1,021.75 feet to point of beginning.

Containing an area of 29.55 acres of land, more or less.

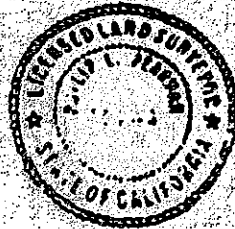
COURSES ALL TRUE

This description was prepared under my direction.

*Philip L. Pearson*

Philip L. Pearson L.S. 4448  
License Expires 9/30/93

PLP:kly  
10/16/89



END OF DOCUMENT

EXHIBIT A  
3 3

G 05210

RECORDED AT REQUEST OF

William H. Hoffman

REEL 689 PAGE 656

FEB 26 1 44 PM '71

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA NO FEE

LAND CONSERVATION CONTRACT

REEL 689 PAGE 656

THIS CONTRACT made and entered into this 19th day of February 1971, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and PAUL MASSON, INC., a corporation 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. 71-40) heretofore established by County by Resolution No. 71-14-40; 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

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February, 1971, 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 18, 1971 and by County on February 19, 1971



COUNTY OF MONTEREY

By Arthur Atteridge  
Chairman, Board of Supervisors

STATE OF CALIFORNIA }  
COUNTY OF MONTEREY } 56

On this 19th day of February, 19 71, 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 Arthur Atteridge, 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 Shirley J. Hatake  
Deputy

PAUL HASSON, INC., A corporation

By W. H. H. H. Vice Pres.

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\_\_\_\_\_  
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REEL 689 PAGE 661

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } 58

On this 10th day of FEB, 1971, before me  
\_\_\_\_\_, A Notary Public in and for  
the County of SAN FRANCISCO, State of California,  
residing therein, duly commissioned and sworn, personally appeared  
ALBERT HART

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

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

Eldon R. Quinby  
Notary Public in and for the City & County of San Francisco  
State of California.

My Commission Expires \_\_\_\_\_

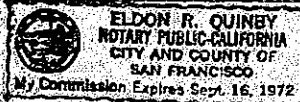


EXHIBIT "A"

III 689 PAGE 662

All that real property situate in the County of Monterey, State of California, described as follows:

PARCEL #1

That certain real property beginning at a corner of a fence on the Northern side of the road leading from the Town of Soledad to Cholome Creek, and being at the point where the line between Lots 1 and 2 of the Partition of the San Vicente Rancho crosses said road, said fence corner being the Southeastern corner of the Soledad Cemetery, and running thence along the fence on the line between said Lots 1 and 2, Var.  $15^{\circ} 30'$  East, North  $1/4^{\circ}$  East, 104.59 chains to a white post  $6" \times 3" \times 3"$  marked L1, L2, SA, JHG, standing in corner of fence on the Northern boundary of said San Vicente Rancho; thence along the Northern boundary of said rancho South  $89 \frac{3}{4}^{\circ}$  East, 70.74 chains to stake S.V.8, being corner No. 8 of the San Vicente Rancho, as established by the final Official Survey of said rancho; South  $1/2^{\circ}$  West, 119.78 chains to stake S.V.9, being corner No. 9, of the San Vicente Rancho, as established by the final official survey of said rancho, and located in corner of fence on the Northern side of the road leaving from the Town of Soledad to Cholome Creek; thence along fence on Northern side of said road, North  $77 \frac{1}{2}^{\circ}$  West, 71.78 chains to place of beginning, and containing 790.3451 acres, more or less, and being situate in the San Vicente Rancho.

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCELS OF LAND:

That certain real property situate in the Rancho San Vicente, in the County of Monterey, State of California, and being a portion of Lot 1, of the Partition of said Rancho, and being a portion of that certain 790.3451 acre tract of land conveyed from Eva Doud Smith, formerly Eva Doud Hickox, to Edwin L. Carty, et al, by deed dated February 3, 1956, recorded February 16, 1956 in Volume 1681 at page 389 therein, Monterey County Official Records, California, and described as follows, to-wit:

(A) As conveyed in the Deed from Edwin L. Carty and Doris C. Carty, John G. Schill and Jane Webster Schill, Henry F. Schill and Frances Ann Schill, to Richard Handley and Flora Handley, his wife, dated April 17, 1957 and recorded May 14, 1957 in Volume 1790 Official Records at page 455, under Recorder's Series No. 13219, Monterey County Records, more particularly described as follows:

Commencing at a  $3/4"$  diameter iron pipe corner, 30" long, standing on the southwesterly boundary line of the said Edwin L. Carty et al, 790.3451 acre tract of land, and on the northeasterly boundary line of the State Highway, (60 feet wide), leading from Soledad to Metz and Pinnacles National Monument, and from which point of commencement, a  $3/4"$  diameter iron pipe corner 30" long, standing where the division line between Lots 1 and 2 of the Partition of the San Vicente Rancho, intersects the northeasterly boundary line of the said State Highway, and at the southeast corner of that certain 2 acre tract of land conveyed from Catalina Murras to The Inhabitants of the Town of Soledad, by Deed dated May 7, 1884, recorded May 31, 1884 in Volume 8 of Deeds at page 361 therein, Records of Monterey County, California, bears North  $77^{\circ} 28'$  West 102.34 feet distant, and running thence from said point of commencement

(1) South  $77^{\circ} 28'$  East, 210.83 feet along the southwesterly boundary line of the said Edwin L. Carty et al, 790.3451 acre tract of land, and along the northeasterly boundary line of the said State Highway, to a  $3/4"$  diameter iron pipe corner, 30 inches long, thence, leaving said boundary line and running,

(2) North  $0^{\circ} 15'$  East, at 100.0 feet a  $3/4"$  diameter iron pipe 30 inches long, standing on line and continue, 1150.11 feet to a  $3/4"$  diameter iron pipe corner, 30" long, thence,

(3) North 89° 45' West, 205.0 feet to a 3/4" diameter iron pipe corner, 30" long, and from which a 4" x 4" survey post standing in the division line between the said Lots 1 and 2 of the Partition of the Rancho San Vicente, on the west boundary of the said Edwin L. Carty, et al, 790.3451 acre tract of land, and at the most northern corner of lands of Soledad Cemetery District, bears North 89° 45' West, 100.0 feet distant, and thence,

(4) South 0° 15' West, 1105.26 feet, at 1005.26 feet a 3/4" diameter iron pipe 30" long, standing on line and continue, 1105.26 feet to the place of commencement.

Containing an area of 5.3829 acres, more or less.

(B) As conveyed in the Deed from Edwin L. Carty and Doris C. Carty, his wife, John G. Schill and Jane Webster Schill, his wife, Henry F. Schill and Frances Ann Schill, his wife, said Jane Webster Schill also known as Jane W. Schill, to Soledad Cemetery District, a body politic and corporate, dated May 3, 1957 and recorded August 21, 1957 in Volume 1812 Official Records at page 90, under Recorder's Series No. 23191, Monterey County Records, more particularly described as follows:

Commencing at a 3/4" diameter iron pipe 30" long, standing where the division line between Lots 1 and 2, of the Partition of the San Vicente Rancho, intersects the northeasterly boundary of the State

Highway, (60 feet wide), leading from Soledad to Metz, and Pinnacles National Monument, and at the southeast corner of that certain 2 acre tract of land conveyed from Catalina Munras to The Inhabitants of the Town of Soledad, by Deed dated May 7, 1884, recorded May 31, 1884, in Volume 8 of Deeds at page 361, therein, Records of Monterey County, California, said point of commencement being also the southwest corner of the above mentioned Edwin L. Carty, et al, 790.3451 acre tract of land, and running thence from said point of commencement.

(1) South 77° 28' East, along the northeasterly boundary line of the said State Highway leading from Soledad to Metz and Pinnacles National Monument, and along the southwesterly boundary line of the said Edwin L. Carty, et al, 790.3451 acre tract of land, 102.34 feet to a 3/4" diameter iron pipe 30 inches long, thence leaving said last mentioned boundary line, and running,

(2) North 0° 15' East, at 100.0 feet a 3/4" diameter iron pipe 30 inches long standing on line and continue, 1105.26 feet to a 3/4" diameter iron pipe 30 inches long, thence,

(3) North 89° 45' West, 100.0 feet to a 4" x 4" survey post set in the fenced boundary line between Lots 1 and 2 of the Partition of the San Vicente Rancho, by the County of Monterey, for the purpose of the realignment of the County Road, (40 feet wide), leading to Bryant Canon, and at the most northern corner of land of the Soledad Cemetery District, and on the west boundary line of the said Edwin L. Carty, et al, 790.3451 acre tract of land, and thence,

(4) South 0° 15' West, along the fenced boundary between Lots 1 and 2 of the Rancho San Vicente, and the west boundary of the said Edwin L. Carty 790.3451 acre tract of land and the easterly boundary line of land of said Soledad Cemetery District, 1083.48 feet to the place of commencement.

Containing an area of 2.5123 acres, more or less.

That certain real property situate in the Rancho San Vicente, in the County of Monterey, State of California, and being a portion of Lot 1, of the partition of said Rancho, and being a portion of that certain 782,2703 acre tract of land conveyed from Edwin L. Carty, et al, to Paul Masson, Inc., a California Corporation, by deed dated July 26, 1961, recorded August 17, 1961, in Book 2174, page 279 therein, Monterey County Official Records, California, more particularly described as follows:  
 Commencing at a point on the southwesterly boundary line of the said Paul Masson, Inc., 782,2703 acre tract of land and on the northeasterly boundary line of the State Highway, (60 feet wide) leading from Soledad to Mesa and Pinnacles National Monument, and from which point of commencement, the division line between Lots 1 and 2 of the Partition of the San Vicente Rancho, intersects the northeasterly boundary line of the said State Highway, and at the southeast corner of that certain 2 acre tract of land conveyed from Catalina Munras to the Inhabitants of the Town of Soledad, by Deed dated May 7, 1884, recorded May 31, 1884 in Volume 6 of Deeds at page 361 therein, Records of Monterey County, California, bears north 77° 28' West 518.17 feet distant, and running thence from said point of commencement:

- 1) South 77° 28' East 1,400.00 feet along the southwesterly boundary line of the said Paul Masson, Inc., 782,2703 acre tract of land and along the northeasterly boundary line of the said State Highway, thence, leaving said boundary line and running,
  - 2) North 12° 32' East 800.00 feet, thence,
  - 3) North 77° 28' West 1,400.00 feet, thence,
  - 4) South 12° 32' West 800.00 feet to the place of commencement.
- Containing an area of 25.7116 acres, more or less.

PARCEL II:

That certain real property situate in the Rancho San Vicente, County of Monterey, State of California, described as follows:

A part of Lot 1 of the partition of the Rancho San Vicente and being a portion of that certain 847.985-acre tract of land described in deeds from San Vicente Land Company, to Martin C. Baker, as trustee, under the Nettie Doud Baker Trust, recorded November 22, 1963 in Reel 253 at pages 376 and 379 therein, Official Records of Monterey County, California, a portion being more particularly described as follows:

Beginning at a 4" x 4" post marked J.H.C. standing in the Southerly line of the Soledad-Pinnacle State Highway (60 feet wide) at the Northeasterly corner of the above mentioned 847.985 acre tract, and running thence along the Southerly line of the Soledad-Pinnacle State Highway the following (2) courses

(1) North 89°05' West, 1,740.19 feet to a 1 1/2 inch diameter iron pipe; thence

(2) North 77°12' West, 4,146.46 feet to a 1 inch diameter iron bar standing at the Northeasterly corner of that certain 10.0, more or less, acre tract as conveyed from Nettie T. Baker, et al, to J. William Francioni, et ux, by deed dated December 7, 1933, and recorded in Volume 376 at page 434, Official Records of Monterey County, California, and running thence along the Easterly and Southerly lines of the above mentioned 10.0 acre tract the following (2) courses

(3) South 00°32' West, 731.00 feet to a 1 inch diameter iron bar; thence

(4) North 77°16'30" West, 609.25 feet to a 1 inch diameter iron bar standing in the Westerly line of the aforementioned 847.985 acre tract; thence run along said Westerly line

(5) South 00°30' West, at 2,185.70 feet a 4" x 4" post standing in the Northerly line of the Southern Pacific Railroad Company Right of Way, 100 feet wide, as conveyed from Francis Doud to the Southern Pacific Railroad Company, by those certain Deeds dated January 31, 1883 and recorded in Volume 5 of Deeds at page 350, and by deed dated May 5, 1886 and recorded in Volume 11 of Deeds at page 256, Records of Monterey County, California, and continuing 3403.90 feet to a 3/4 inch diameter iron pipe; thence leave said Westerly line of the 847.985 acre tract and run along the top of a bluff the following (19) courses

(6) North 81°52' East, 178.50 feet to a 3/4 inch diameter iron pipe; thence

(7) North 70°35' East, 413.25 feet to a 3/4 inch diameter iron pipe; thence

(8) North 85°00' East, 384.84 feet to a 3/4 inch diameter iron pipe; thence

(9) South 80°25' East, 359.90 feet to a 3/4 inch diameter iron pipe; thence

(continued)

Parcel II: (continued)

- (10) South 67°30' East, 221.13 feet to a 3/4 inch diameter iron pipe; thence
- (11) South 62°17' East, 465.40 feet to a 3/4 inch diameter iron pipe; thence
- (12) South 80°02' East, 98.21 feet to a 3/4 inch diameter iron pipe; thence
- (13) South 61°52' East, 503.70 feet to a 3/4 inch diameter iron pipe; thence
- (14) South 13°14'30" East, 94.75 feet to a 3/4 inch diameter iron pipe; thence
- (15) South 57°55'30" East, 413.65 feet to a 3/4 inch diameter iron pipe; thence
- (16) South 53°40'30" East, 381.95 feet to a 3/4 inch diameter iron pipe; thence
- (17) South 40°15' East, 444.69 feet to a 3/4 inch diameter iron pipe; thence
- (18) South 61°26' East, 465.13 feet to a 3/4 inch diameter iron pipe; thence
- (19) South 74°20' East, 235.91 feet to a 3/4 inch diameter iron pipe; thence
- (20) North 89°59' East, 427.78 feet to a 3/4 inch diameter iron pipe; thence
- (21) South 63°55' East, 849.00 feet to a 3/4 inch diameter iron pipe; thence
- (22) South 48°35' East, 293.99 feet to a 3/4 inch diameter iron pipe; thence
- (23) North 85°06' East, 642.59 feet to a 3/4 inch diameter iron pipe; thence
- (24) South 71°23'30" East, 269.71 feet to a 3/4 inch diameter iron pipe standing in the Easterly line of the aforementioned 847.985 acre tract; thence run along said Easterly line
- (25) North 00°28' East, at 1,163.69 feet, a 4" x 4" post standing in the Northerly line of the aforementioned Southern Pacific Railroad Company Right of way (100 feet wide) and continuing, 5,235.75 feet to the place of beginning, containing 638.361 acres of land, more or less.

(continued)

Parcel II: (continued)

EXCEPTING THEREFROM all that portion conveyed by Francis Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and recorded in Volume 5 of Deeds at page 350 and by deed dated May 5, 1886 and recorded in Volume 11 of Deeds at page 256 Monterey County Records, containing 12.98 acres of land more or less.

ALSO EXCEPTING therefrom, the following two parcels of land being more particularly described as follows:

PARCEL I:

Beginning at the point on the Westerly line of the above described 638.361 acre tract where it intersects the Northerly line of Palm Avenue (80 feet wide) and run thence from said point of beginning

- (1) South 50°59' East, 76.68 feet; thence
- (2) South 00°30' West, 755.11 feet; thence
- (3) South 67°27' East, 1,191.12 feet; thence
- (4) South 17°33' West, 60.23 feet, to the Northerly line of the Southern Pacific Railroad Company Right of way; thence along said Northerly line
- (5) North 67°27' West, 1,236.80 feet, to the Westerly line of the 638.361 acre tract; thence along said Westerly line
- (6) North 00°30' East, 843.29 feet to the place of beginning

Containing 2.773 Acres, more or less.

PARCEL II:

Beginning at a 3/4 inch diameter iron pipe standing at the most South-westerly corner of the above described 638.361 acre tract of land, said point being the Southerly terminus of course numbered (5) of said above description, to-wit:

South 00°30' West, 3,403.90 feet; and running thence along the Westerly line of said 638.361 acre tract

- (1) North 00°30' East, 194.50 feet; thence leave the Westerly line and run
- (2) South 89°30' East, 138.15 feet; thence
- (3) South 61°19'32" East, 148.79 feet; thence
- (4) North 70°35' East, 300.37 feet; thence
- (5) North 85°00' East, 384.86 feet; thence
- (6) North 17°33' East, 435.87 feet to the Southerly line of the Southern Pacific Railroad Company Right of way; thence along the Southerly line of the Railroad Right of way,

(continued)

(continued)

(7) South  $67^{\circ}27'$  East, 60.23 feet; thence leave said right of way and run

(8) South  $17^{\circ}33'$  West, 478.91 feet to the Southerly line of the above mentioned 638.361 acre tract; thence along said Southerly line

(9) North  $80^{\circ}28'$  West, 30.30 feet; thence

(10) South  $85^{\circ}00'$  West, 384.84 feet; thence

(11) South  $70^{\circ}35'$  West, 413.25 feet; thence

(12) South  $81^{\circ}52'$  West, 178.50 feet to the place of beginning

Containing 2.553 acres, more or less.

Leaving a net area of 620.055 acres of land, more or less.

Also, all rights of ingress and egress over, across the above described Parcel I and Parcel II,

Also an easement for drainage purposes over and along a strip of land 30 feet wide, the centerline of which is described as follows:

Beginning at a point on the Southerly boundary of the above described 638.361 acre tract of land, from which the Southeasterly terminus of course numbered (13) as stated in the above description of said 638.361 acre tract to-wit:

South  $61^{\circ}52'$  East, 503.70 feet, bears South  $61^{\circ}52'$  East, 115.00 feet distant; thence from the point of beginning run

(1) South  $25^{\circ}40'$  West, to the main channel of the Salinas River.



PARCEL III:

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

Certain real property situate in Lot 1 of the Rancho San Vicente in the County of Monterey, State of California, being a part of that certain 1,227.493 acre tract of land described in Deed from Martin Cole Baker to Catherine E. Baker, dated April 5, 1945, and recorded in Volume 863 of Official Records, at page 356, records of said county, said part being particularly described as follows:

BEGINNING at a point in the centerline of the Soledad-Pinnacles State Highway (a 60 foot road one time known as the Soledad-Metz County Road) from which a 1-1/2" diameter iron pipe with a 4" x 4" x 16" redwood post on top standing at the westerly corner of that certain five acre tract of land described in Deed from Francis Doud to Coalinga Oil Transportation Company, a corporation, dated August 12, 1905, and recorded in Volume 86 of Deeds, at page 129, records of said county, bears North 43° 00' 07" East, 30.01 feet distant and running thence along said road centerline and its production northwesterly

- (1) North 45° 00' 38" West, 2,956.08 feet to a 1" diameter iron pipe with a 4" x 4" x 16" redwood post on top standing in the northerly line of said State Highway and the boundary common to said Rancho San Vicente and Fractional Section 26 of Township 17 South, Range 6 East, Mount Diablo Meridian; thence along said northerly road line and Rancho boundary
- (2) North 89° 20' West, 853.86 feet to a 2" x 2" hub from which a 2" x 3" redwood post standing at the southeasterly corner of that certain 5.00 acre tract of land shown on map entitled "Record of Survey" recorded November 15, 1960, in Volume X-2 of Surveys at page 134, records of said County, bears along said road line South 89° 20' East, 192.98 feet distant; thence leave said Rancho boundary and road line and running
- (3) South 0° 23' 30" West, 4,190.54 feet, at 60.0 feet the northwest corner of said 1,227.493 acre tract of land and now along the westerly boundary thereof, at 66.0 feet an old 4" x 4" post, at 4,139.08 feet an old 4" x 4" post in northeasterly fence of Southern Pacific Railroad right of way, 4,190.54 feet to a point in the centerline of said right of way (100 feet wide at this point); thence leave said westerly boundary and running along said railroad right of way centerline
- (4) South 75° 20' 45" East, 4,268.73 feet, at 2,195.1 feet a point designated "A" in the centerline of a private road crossing, 4,268.73 feet to a nail, thence leave said right of way
- (5) North 38° 44' East, 59.94 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (6) North 79° 29' 30" East, 595.6 feet to a 1-1/2" diameter iron pipe on top of a bank; thence

(Continued)

Parcel III (continued)

- (7) North 83° 08' East, 741.9 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (8) North 87° 55' 30" East, 329.92 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (9) South 89° 11' East, 467.7 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (10) North 38° 52' 45" East, 238.54 feet to a point in the centerline of the Soledad-Metz Road (a county road 60 feet wide as constructed and traveled); thence along said road centerline
- (11) North 48° 10' 20" West, 307.6 feet; thence
- (12) North 53° 47' West, 3,259.04 feet; thence
- (13) North 45° 00' 38" West, 855.46 feet, at 274.97 feet a point designated "B" 855.46 feet to the place of beginning.

CONTAINING an area of 385.308 acres of land, more or less.

EXCEPTING, however, the interest of the Southern Pacific Railroad in all that portion lying within its right of way consisting of 6.779 acres of land, leaving a net area of 378.529 acres of land, more or less.

SUBJECT to the interest of the County of Monterey in all that portion lying within the limits of said county road consisting of 2.456 acres of land and subject to the interest of the State of California in that portion lying within the limits of said State Highway consisting of 3.801 acres of land, leaving a net area of 372.272 acres of land, more or less.

Courses all true.

EXHIBIT B

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.

END OF DOCUMENT  
END OF DOCUMENT

Account  
11/90  
Reel 2459 pg 0032

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 26<sup>th</sup> day, of October, 1989, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Shirtail Canyon Vineyard, Inc., a California corporation, hereinafter called "Owner."

WITNESSETH:

WHEREAS, there has been established by Resolution No. 71-14-40 in the County of Monterey, an agricultural preserve (71-40) which is the subject of a Land Conservation Contract recorded February 26, 1971, at Reel 689, pages 656 and following; and

WHEREAS, on June 14, 1989, the Planning Commission of Monterey County approved a minor subdivision dividing a parcel within the aforementioned agricultural preserve into two (2) parcels; and

WHEREAS, Owner has obtained one of the newly-formed parcels located within agricultural preserve 7140; and

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

NOW, THEREFORE, County and Owner agree as follows:

1. AMENDMENTS TO LEGAL DESCRIPTION OF LAND.

Exhibit A to the Land Conservation Contract recorded February 26, 1971, at Reel 689, pages 662 and following of the Official Records of Monterey County is hereby amended to reflect the subdivision and the sale of a portion of the land to Owner as set forth in Exhibit A-2 attached hereto and made a part hereof.

2. AGREEMENT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965.

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

3. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A-2 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-2 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.

4. TERM OF CONTRACT.

This contract became effective on the 28th day of February, 1971, and remained in full force and effect for an initial term of twenty years. The initial term of twenty years was commenced 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.

5. 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 4 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.

6. 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.

7. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit A-2 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-2. 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-2 annexed to the city.

8. DIVISION OF LAND.

This contract is divisible in the event the property described in Exhibit A-2 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.

9. CONDEMNATION.

When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit A-2 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.

10. 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.

(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-2 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 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 subparagraph (b) of this paragraph 10 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 subparagraph (b).

#### 11. 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 subparagraph (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 subparagraph (b).

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

## 12. 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 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

## 13. 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.

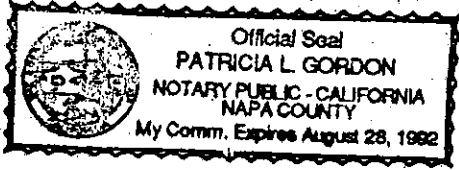




State of California )  
 ) ss.  
County of Monterey )

On October 26, 1989, before me Patricia L. Gordon  
the undersigned Notary Public, personally appeared  
Robert. E. Craig

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument and acknowledged to me that they executed the same.



WITNESS my hand and official seal.

Patricia L. Gordon  
Notary Public

My Commission expires 8-28-92

Stonewall Canyon Ranches, a California General Partnership to:

CERTAIN REAL PROPERTY situate in a portion of Lot 1 of the Rancho San Vicente, County of Monterey, State of California, being a portion of that certain 638.361 gross acre tract of land shown and so delineated on the map filed October 7, 1968 in Volume 8 of Surveys at Page 137, records of said county, said portion being more particular described as follows:

**FIRST**

Beginning at the northeast corner of said 638.361 acre tract of land on the southerly line of state route 146 (Soledad to Pinnacles Highway); thence running along the last mentioned southerly line

1. N.  $89^{\circ}16'35''$  W., 1,739.42 feet; thence
2. N.  $77^{\circ}12'00''$  W., 1,596.57 feet to the northeasterly corner of "Parcel 2" as said parcel is shown and so delineated on the map filed November 16, 1988 in Volume 15 of Surveys at Page 188, records of said county from which a 1/2" Diameter Iron Rebar Tagged LS 4448 bears N.  $0^{\circ}33'11''$  E., 12.71 feet distant; thence leaving the southerly line of state route 146 and running along the boundary of said "Parcel 2"
3. S.  $0^{\circ}33'11''$  W., 1,111.15 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence leaving the boundary of said "Parcel 2"
4. S.  $0^{\circ}33'11''$  W., 1,571.86 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
5. S.  $78^{\circ}53'59''$  W., 236.71 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
6. S.  $62^{\circ}23'32''$  W., 274.31 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
7. S.  $36^{\circ}16'03''$  W., 100.40 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
8. S.  $15^{\circ}05'20''$  W., 203.89 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence

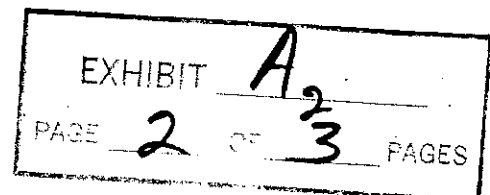
9. S. 21°46' 45" E., 154.79 feet, at 116.09 feet a 1/2" Diameter Iron Rebar Tagged LS 4448, 154.79 feet to the northerly line of the Southern Pacific Railroad Company right-of-way (100 feet wide) as conveyed from Francis Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and Recorded in Volume 5 of deeds at Page 350 and by deed dated May 5, 1886 and Recorded in Volume 11 of deed at Page 256, records of said county; thence running along the last mentioned northerly line
10. S. 67°27'03" E., 821.04 feet; thence tangentially
11. Curving to the left on the arc of circular curve with a radius of 5,950 feet, through an angle of 7°48', for a distance of 810.01 feet; thence tangentially
12. S. 75°15' 03" E., 2,371.27 feet to the easterly boundary of said 638.631 gross acre tract of land; thence leaving the last mentioned northerly line and running along the easterly boundary of said 638.631 gross acre tract of land
13. N 0°28' 48" E., 4,078.95 feet to the point of beginning.

Containing an area of 290.87 acres of land, more or less.

**SECOND**

Beginning at a point on the easterly boundary of said 638.361 gross acre tract of land on the southerly line of the Southern Pacific Railroad Company right-of-way (100 feet wide) as conveyed from Francis Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and Recorded in Volume 5 of deeds at Page 350 and by deed dated May 5, 1886 and Recorded in Volume 11 of deed at Page 256, records of said county; thence running along the boundary of said 638.61 gross acre tract of land

1. S. 0°28' 48" W., 1,053.62 feet; thence
2. N. 71°26' 43" W., 269.54 feet; thence
3. S. 85°02' 02" W., 642.30 feet; thence
4. N. 48°37' 18" W., 293.79 feet; thence
5. N. 63°57' 55" W., 848.44 feet; thence
6. S. 89°55' 10" W., 427.60 feet; thence
7. N. 74°23' 19" W., 235.77 feet; thence
8. N. 61°28' 49" W., 464.82 feet; thence



Recorded  
1/11/90  
Reel 2159 pg 0022

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and R. S. Properties, a general partnership, hereinafter called "Owner."

WITNESSETH:

WHEREAS, there has been established by Resolution No. 71-14-40 in the County of Monterey, an agricultural preserve (71-40) which is the subject of a Land Conservation Contract recorded February 26, 1971, at Reel 689, pages 656 and following; and

WHEREAS, on June 14, 1989, the Planning Commission of Monterey County approved a minor subdivision dividing a parcel within the aforementioned agricultural preserve into two (2) parcels; and

WHEREAS, Owner has obtained one of the newly-formed parcels located within agricultural preserve 7140; and

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

NOW, THEREFORE, County and Owner agree as follows:

1. AMENDMENTS TO LEGAL DESCRIPTION OF LAND.

Exhibit A to the Land Conservation Contract recorded February 26, 1971, at Reel 689, pages 662 and following of the Official Records of Monterey County is hereby amended to reflect the subdivision and the sale of a portion of the land to Owner as set forth in Exhibit A-1 attached hereto and made a part hereof.

2. AGREEMENT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965.

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

3. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A-1 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-1 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.

4. TERM OF CONTRACT.

This contract became effective on the 28th day of February, 1971, and remained in full force and effect for an initial term of twenty years. The initial term of twenty years was commenced 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.

5. 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 4 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.

6. 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.

7. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit A-1 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-1. 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-1 annexed to the city.

8. DIVISION OF LAND.

This contract is divisible in the event the property described in Exhibit A-1 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.

9. CONDEMNATION.

When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit A-1 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.

10. 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.

(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-1 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 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 subparagraph (b) of this paragraph 10 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 subparagraph (b).

#### 11. 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 subparagraph (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 subparagraph (b).

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

## 12. 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 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

## 13. 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.



State of California )  
 ) ss.

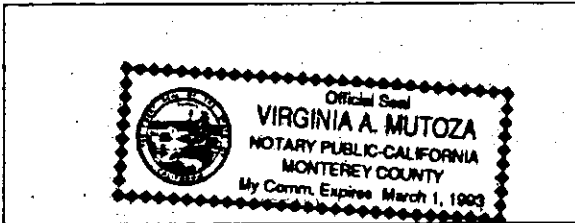
Acknowledgment - Partnership

State of California )  
County of Monterey ) ss.

On this 30th day of October, in the year 1989, before me Virginia A. Mutoza  
(HERE INSERT THE NAME)

a Notary Public , personally appeared Richard Smith , personally  
AND QUALITY OF THE OFFICER

known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of the partnership and acknowledged to me that the partnership executed it.



*Virginia A. Mutoza*  
Notary Public for California

ATTORNEYS PRINTING SUPPLY FORM NO. 8  
CC 11900. (REV. 1982)

Stonewall Canyon Ranches, a California general partnership to:

CERTAIN REAL PROPERTY situate in a portion of Lot 1 of the Rancho San Vicente, County of Monterey, State of California, being a portion of that certain 638.361 gross acre tract of land shown and so delineated on the map filed October 7, 1968 in Volume 8 of Surveys, at Page 137, Record of said county, said portion being more particularly described as follows:

**FIRST**

Beginning at a 1/2" Diameter Iron Rebar Tagged LS 4448 standing at the southeasterly corner of "Parcel 2" as said parcel is shown and so delineated on the map filed November 16, 1988 in Volume 15 of Surveys at Page 188, records of said county; thence running along the boundary of said "Parcel 2"

1. N. 89° 26' 27" W., 1,535.96 feet to 1/2" Diameter Iron Rebar Tagged LS 4448; thence
2. N. 0° 34' 35" E., 600.13 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
3. N. 89° 25' 56" W., 1,451.17 feet, at 1,421.88 feet a 1/2" Diameter Iron Rebar Tagged LS 4448, 1,451.17 feet to the easterly boundary of that certain 7.7639 acre tract of land described under Parcel A in the deed from Paul Masson, Inc. a Corporation to Monterey County Flood Control and water conservation district a body corporate and politic of the state of California dated June 4, 1973 and recorded on Reel 856 of Official Records at Page 980, records of said county; thence leaving the boundary of said "Parcel 2" and running along the boundary of said 7.7639 acre tract of land
4. S. 0° 29' 54" W., 974.27 feet to the most northerly corner of that certain 2.4320 acre tract of land described in the deed from Paul Masson, Inc. a corporation to D. Bradburn, as trustee of the Nettie Doud Baker Trusts dated December 29, 1960 and July 12, 1961, dated June 4, 1973 and recorded on Reel 856 of Official Records at Page 988, records of said county; thence leaving the boundary of said 7.7639 acre tract of land and running along the boundary of said 2.4320 acre tract of land
5. S. 50° 59' E. 76.69 feet; thence

6. S.  $0^{\circ}29'54''$  W., 780.20 feet to the northerly line of the Southern Pacific Railroad Company right-of-way (100 feet wide) as conveyed from Francis Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and recorded in Volume 5 of deeds at Page 350 and by deed dated May 5, 1886 and recorded in Volume 11 of deeds at Page 256, records of said county; thence leaving the boundary of 2.4320 acre tract of land and running along the last mentioned northerly line
  7. S.  $67^{\circ}27'03''$  E., 2588.98 feet; thence leaving the last mentioned northerly line
  8. N.  $21^{\circ}46'45''$  W., 154.79 feet, at 37.88 feet a  $1/2''$  Diameter Iron Rebar Tagged LS 4448, 154.79 feet to a  $1/2''$  Diameter Iron Rebar Tagged LS 4448; thence
  9. N.  $15^{\circ}05'20''$  E., 203.89 feet to a  $1/2''$  Diameter Iron Rebar Tagged LS 4448; thence
  10. N.  $36^{\circ}16'03''$  E., 100.40 feet to a  $1/2''$  Diameter Iron Rebar Tagged LS 4448; thence
  11. N.  $62^{\circ}23'32''$  E., 274.31 feet to a  $1/2''$  Diameter Iron Rebar Tagged LS 4448; thence
  12. N.  $78^{\circ}53'59''$  E., 236.71 feet to a  $1/2''$  Diameter Iron Rebar Tagged LS 4448; thence
  13. N.  $0^{\circ}33'11''$  E., 1,571.86 feet to the point of beginning.
- Containing an area of 133.18 acres of land, more or less.

**SECOND**

Beginning at the intersection of the southerly line of the Southern Pacific Railroad Company right-of-way (100 feet wide) as conveyed by Francis Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and recorded in Volume 5 of deeds at Page 50, and by deed dated May 5, 1886 and recorded in Volume 11 of deeds at page 256, records of said county, with the easterly boundary at certain 2.4320 acre tract of land described in the deed from Paul Masson, Inc. a corporation to D. Bradburn as trustee of the Nettie Doud Baker Trusts, dated December 29, 1960 and July 12, 1961; thence running along southerly line of said Southern Pacific Railroad Company right-of-way

1. S.  $67^{\circ}27'03''$  E., 2,561.37 feet to a point from which a  $1/2''$  Diameter Iron Rebar Tagged LS 4448 bears N.  $22^{\circ}36'30''$  E., 6.23 feet distant; thence leaving the last mentioned southerly line

EXHIBIT

A

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PAGES

2. S. 22° 36' 30" W., 459.23 feet, at 430.06 feet at 1/2" Diameter Iron Rebar Tagged LS 4448, 459.23 feet to the southerly line of said 638.361 acre tract of land; thence running along the last mentioned southerly line
3. N. 61° 54' 40" W., 386.46 feet; thence
4. N. 80° 05' 31" W., 98.15 feet; thence
5. N. 62° 19' 51" W., 465.09 feet; thence
6. N. 67° 33' 04" W., 220.99 feet; thence
7. N. 80° 31' 32" W., 359.70 feet; thence
8. S. 84° 56' 01" W., 384.66 feet to a 3/4" Diameter Iron Pipe; thence
9. S. 70° 32' 53" W., 413.28 feet; thence
10. S. 81° 49' 53" W., 16.65 feet to the easterly boundary of said 2.4320 acre tract of land; thence leaving the southerly boundary of said 638.361 acre tract of land and running along the last mentioned easterly boundary
11. N. 0° 29' 54" E., 1,021.75 feet to point of beginning.

Containing an area of 29.55 acres of land, more or less.

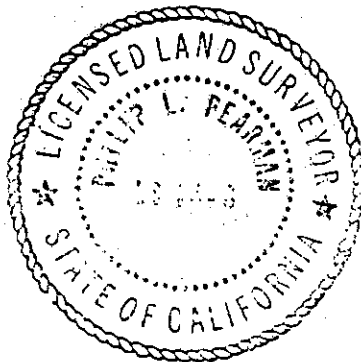
COURSES ALL TRUE

This description was prepared under my direction.

*Philip L. Pearman*

Philip L. Pearman L.S. 4448  
License Expires 9/30/93

PLP:klg  
10/16/89



EXHIBIT

A,

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Before the Board of Supervisors in and for the  
County of Monterey, State of California

Indemnification Agreement with )  
Stonewall Canyon Ranches and )  
Successor Agricultural Preserve )  
Contracts (No. 71-40) with )  
Shirtail Canyon Vineyards, Inc. )  
and R.S. Properties, A General )  
Partnership, Approved; Chairwoman )  
Authorized to Sign. . . . . )

Upon motion of Supervisor Del Piero, seconded by  
Supervisor Strasser Kauffman, and unanimously carried, the  
Board hereby approves an Indemnification Agreement with  
Stonewall Canyon Ranches and Land Conservation Contracts  
(No. 71-40) with Shirtail Canyon Vineyards, Inc. and R.S.  
Properties, A General Partnership.

PASSED AND ADOPTED this 14th day of November, 1989, by the  
following vote, to-wit:

AYES: Supervisors Del Piero, Shipnuck, Petrovic, Karas &  
Strasser Kauffman.

NOES: None.

ABSENT: None.

I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the  
foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page    of  
Minute Book 63, on Nov. 14, 1989

Dated: Nov. 14, 1989

*Ernest K. Morishita*  
*Indemnification*  
*2 copies*

ERNEST K. MORISHITA, Clerk of the Board  
of Supervisors, County of Monterey,  
State of California.

By *Arne Arri*

Deputy

Report to Monterey County Board of Supervisors

SUBJECT	AUTHORIZE CHAIRWOMAN OF THE BOARD OF SUPERVISORS TO SIGN INDEMNIFICATION AGREEMENT AND SUCCESSOR AGRICULTURAL PRESERVE CONTRACT	BOARD MEETING DATE Nov. 14, 1989	AGENDA NUMBER CONSENT  21.
DEPARTMENT	COUNTY COUNSEL		

RECOMMENDATION:

It is recommended that your Board authorize the Chairwoman to sign an Indemnification Agreement with Stonewall Canyon Ranches and land conservation contracts with Shirtail Canyon Vineyards, Inc., and R. S. Properties, a general partnership.

SUMMARY:

Land upon which an agricultural preserve has already been established is the subject of a minor subdivision. The contracts for which signature is sought fulfill conditions to the approval of the minor subdivision.

DISCUSSION:

Agricultural Preserve 71-40 was established in 1971 by Resolution #71-14-40. A 542 acre parcel, within the preserve, is currently owned by Stonewall Canyon Ranches and was the subject of an application for a minor subdivision of the property into a 161 acre parcel and a 381 acre parcel (Planning Commission Resolution No. 89-183). Upon completion of the subdivision process, one parcel will be sold to Shirtail Canyon Vineyards, Inc., and one will be sold to R. S. Properties, a general partnership.

As conditions to the minor subdivision, the property owner was required to enter into an agreement to indemnify the County, and new ag preserve contracts (as deemed necessary by the County Counsel).

OTHER AGENCY INVOLVEMENT:

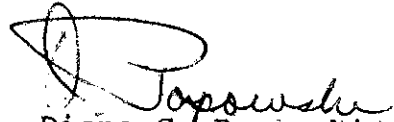
The Planning and Building Inspection Department has been informed that these conditions have been fulfilled.



Report to the Monterey County Board of Supervisors

FINANCIAL IMPACT:

There is no financial impact on the County as the ag preserve has already been established.

  
Diane C. Popowski  
Deputy County Counsel

APPROVED:

  
RALPH R. KUCHLER  
County Counsel

DCP:ac

cc: Planning & Building Dept.  
Assessor

AFTER RECORDING RETURN TO:  
ROBERT SLIMMON, JR.  
Director of Planning and Building Inspecting  
Courthouse  
Salinas, California 93901

*Rec'd* 2159 PG 12

**INDEMNIFICATION AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Monterey, a political subdivision of the State of California ("County") and Stonewall Canyon Ranches, a California general partnership ("Developer"),

**WITNESSETH:**

WHEREAS, Developer is the owner of certain real property located in Monterey County, California, consisting of approximately 542 acres of unimproved real property, described in Exhibit "A" attached hereto and incorporated herein by reference ("the property");

WHEREAS, in February 1989, an application for a minor subdivision of the property was filed with the County;

WHEREAS, on June 14, 1989, the Monterey County Planning Commission approved a minor subdivision for the property under the name of Stonewall Canyon Ranches, subject to certain conditions stated in Planning Commission Resolution No. 89-183;

WHEREAS, Condition Number 3 of said Resolution provides as follows:

The property owner agrees as a condition of the approval of this standard subdivision pursuant to Government Code section 66474.9, to defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for in Government Code section 66499.37. An agreement to this effect shall be recorded concurrently with the filing of each phase of the final map. The County shall promptly notify the subdivider of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless.

WHEREAS, Developer has agreed to the imposition of the foregoing Condition and is ready, willing, and able to comply therewith;

NOW, THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

1. INDEMNIFICATION. Developer agrees, as a condition of the approval of the minor subdivision map, that pursuant to Government Code section 66474.9, it will defend, indemnify, and hold harmless the County or its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers or employees to attack, set aside, void, or annul said subdivision final map approval, which action is brought within the time period provided for in Government Code section 66499.37. Within ten (10) days after the County receives notice of any such claim, action or proceeding, the County shall notify Developer, in writing, of any such claim, action, or proceeding, and the County shall cooperate fully in the defense thereof. If the County fails to notify Developer of any such claim, action or proceeding in the manner above stated, or fails to cooperate fully in the defense thereof, Developer shall not thereafter be responsible to defend, indemnify, or hold the County harmless.

2. BINDING EFFECT. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

3. RECORDATION. Upon execution of this Agreement, and concurrently with the filing of any final subdivision map, Developer shall cause recordation thereof with the County Recorder's Office.

4. NEGOTIATED AGREEMENT. It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiations and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set out opposite their respective signatures.

Stonewall Canyon Ranches,  
A California General Partnership

By: Wilbur Vineyard Investors, Inc.  
a California corporation,  
its general partner

Dated: 10/2, 1989

By: Howard Tugel  
Howard Tugel, President

COUNTY OF MONTEREY

Dated: Nov. 14, 1989

By: Robert Hayward  
Chair, Board of Supervisors

ATTEST:

ERNEST K. MORISHITA, Clerk of the  
Board of Supervisors of Monterey County,  
State of California

By *Asse Arii*  
Deputy

APPROVED AS TO FORM:

RALPH R. KUCHLER, County Counsel

\_\_\_\_\_  
Diane Popowski,  
Deputy County Counsel

ACKNOWLEDGEMENT

State of California    )  
                                  ) ss.  
County of Monterey    )

On October 2, 1989, before me Cynthia A. Porto,  
the undersigned Notary Public, personally appeared Howard Tugel, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s) who  
executed the within instrument as president of the corporate general partner,  
of or on behalf of the general partnership therein named, and  
acknowledged to me that the general partnership executed it.

WITNESS my hand and official seal



Cynthia A. Porto  
Notary Public

12420.001\D-INDEMN.AGT:92989/2

Stonewall Canyon Ranches, a California general partnership to:

CERTAIN REAL PROPERTY situate in a portion of Lot 1 of the Rancho San Vicente, County of Monterey, State of California, being a portion of that certain 638.361 gross acre tract of land shown and so delineated on the map filed October 7, 1968 in Volume 8 of Surveys, at Page 137, Record of said county, said portion being more particularly described as follows:

**FIRST**

Beginning at a 1/2" Diameter Iron Rebar Tagged LS 4448 standing at the southeasterly corner of "Parcel 2" as said parcel is shown and so delineated on the map filed November 16, 1988 in Volume 15 of Surveys at Page 188, records of said county; thence running along the boundary of said "Parcel 2"

1. N. 89° 26' 27" W., 1,535.96 feet to 1/2" Diameter Iron Rebar Tagged LS 4448; thence
2. N. 0° 34' 35" E., 600.13 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
3. N. 89° 25' 56" W., 1,451.17 feet, at 1,421.88 feet a 1/2" Diameter Iron Rebar Tagged LS 4448, 1,451.17 feet to the easterly boundary of that certain 7.7639 acre tract of land described under Parcel A in the deed from Paul Masson, Inc. a Corporation to Monterey County Flood Control and water conservation district a body corporate and politic of the state of California dated June 4, 1973 and recorded on Reel 856 of Official Records at Page 980, records of said county; thence leaving the boundary of said "Parcel 2" and running along the boundary of said 7.7639 acre tract of land
4. S. 0° 29' 54" W., 974.27 feet to the most northerly corner of that certain 2.4320 acre tract of land described in the deed from Paul Masson, Inc. a corporation to D. Bradburn, as trustee of the Nettie Doud Baker Trusts dated December 29, 1960 and July 12, 1961, dated June 4, 1973 and recorded on Reel 856 of Official Records at Page 988, records of said county; thence leaving the boundary of said 7.7639 acre tract of land and running along the boundary of said 2.4320 acre tract of land
5. S. 50° 59' E. 76.69 feet; thence

6. S. 0°29' 54" W., 780.20 feet to the northerly line of the Southern Pacific Railroad Company right-of-way (100 feet wide) as conveyed from Francis Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and recorded in Volume 5 of deeds at Page 350 and by deed dated May 5, 1886 and recorded in Volume 11 of deeds at Page 256, records of said county; thence leaving the boundary of 2.4320 acre tract of land and running along the last mentioned northerly line
  7. S. 67°27' 03" E., 2588.98 feet; thence leaving the last mentioned northerly line
  8. N. 21°46' 45" W., 154.79 feet, at 37.88 feet a 1/2" Diameter Iron Rebar Tagged LS 4448, 154.79 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
  9. N. 15°05' 20" E., 203.89 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
  10. N. 36°16'03" E., 100.40 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
  11. N. 62°23' 32" E., 274.31 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
  12. N. 78°53' 59" E., 236.71 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
  13. N. 0°33' 11" E., 1,571.86 feet to the point of beginning.
- Containing an area of 133.18 acres of land, more or less.

**SECOND**

Beginning at the intersection of the southerly line of the Southern Pacific Railroad Company right-of-way (100 feet wide) as conveyed by Francis Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and recorded in Volume 5 of deeds at Page 50, and by deed dated May 5, 1886 and recorded in Volume 11 of deeds at page 256, records of said county, with the easterly boundary at certain 2.4320 acre tract of land described in the deed from Paul Masson, Inc. a corporation to D. Bradburn as trustee of the Nettie Doud Baker Trusts, dated December 29, 1960 and July 12, 1961; thence running along southerly line of said Southern Pacific Railroad Company right-of-way

1. S. 67°27' 03" E., 2,561.37 feet to a point from which a 1/2" Diameter Iron Rebar Tagged LS 4448 bears N. 22°36' 30" E., 6.23 feet distant; thence leaving the last mentioned southerly line

2. S. 22° 36' 30" W., 459.23 feet, at 430.06 feet at 1/2" Diameter Iron Rebar Tagged LS 4448, 459.23 feet to the southerly line of said 638.361 acre tract of land; thence running along the last mentioned southerly line
3. N. 61° 54' 40" W., 386.46 feet; thence
4. N. 80° 05' 31" W., 98.15 feet; thence
5. N. 62° 19' 51" W., 465.09 feet; thence
6. N. 67° 33' 04" W., 220.99 feet; thence
7. N. 80° 31' 32" W., 359.70 feet; thence
8. S. 84° 56' 01" W., 384.66 feet to a 3/4" Diameter Iron Pipe; thence
9. S. 70° 32' 53" W., 413.28 feet; thence
10. S. 81° 49' 53" W., 16.65 feet to the easterly boundary of said 2.4320 acre tract of land; thence leaving the southerly boundary of said 638.361 acre tract of land and running along the last mentioned easterly boundary
11. N. 0° 29' 54" E., 1,021.75 feet to point of beginning.

Containing an area of 29.55 acres of land, more or less.

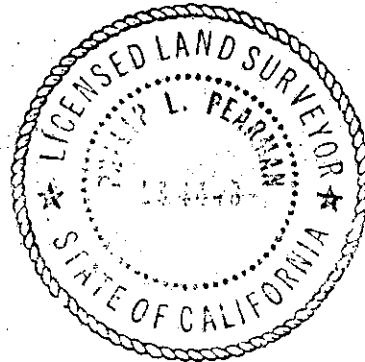
COURSES ALL TRUE

This description was prepared under my direction.

*Philip L. Pearman*

Philip L. Pearman L.S. 4448  
License Expires 9/30/93

PLP:klg  
10/16/89



PANCEL D

Stonewall Canyon Ranches, a California General Partnership to:

CERTAIN REAL PROPERTY situate in a portion of Lot 1 of the Rancho San Vicente, County of Monterey, State of California, being a portion of that certain 638.361 gross acre tract of land shown and so delineated on the map filed October 7, 1968 in Volume 8 of Surveys at Page 137, records of said county, said portion being more particular described as follows:

**FIRST**

Beginning at the northeast corner of said 638.361 acre tract of land on the southerly line of state route 146 (Soledad to Pinnacles Highway); thence running along the last mentioned southerly line

1. N. 89° 16' 35" W., 1,739.42 feet; thence
2. N. 77° 12' W., 1,596.57 feet to the northeasterly corner of "Parcel 2" as said parcel is shown and so delineated on the map filed November 16, 1988 in Volume 15 of Surveys at Page 188, records of said county from which a 1/2" Diameter Iron Rebar Tagged LS 4448 bears N. 0° 33' 11" E., 12.71 feet distant; thence leaving the southerly line of state route 146 and running along the boundary of said "Parcel 2"
3. S. 0° 33' 11" W., 1,111.15 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence leaving the boundary of said "Parcel 2"
4. S. 0° 33' 11" W., 1,571.86 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
5. S. 78° 53' 59" W., 236.71 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
6. S. 62° 23' 32" W., 274.31 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
7. S. 36° 16' 03" W., 100.40 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence
8. S. 15° 05' 20" W., 203.89 feet to a 1/2" Diameter Iron Rebar Tagged LS 4448; thence



9. S.  $21^{\circ}46'45''$  E., 154.79 feet, at 116.09 feet a  $1/2''$  Diameter Iron Rebar Tagged LS 4448, 154.79 feet to the northerly line of the Southern Pacific Railroad Company right-of-way (100 feet wide) as conveyed from Francis Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and Recorded in Volume 5 of deeds at Page 350 and by deed dated May 5, 1886 and Recorded in Volume 11 of deed at Page 256, records of said county; thence running along the last mentioned northerly line
10. S.  $67^{\circ}27'03''$  E., 821.04 feet; thence tangentially
11. Curving to the left on the arc of circular curve with a radius of 5,950 feet, through an angle of  $7^{\circ}48'$ , for a distance of 810.01 feet; thence tangentially
12. S.  $75^{\circ}15'03''$  E., 2,371.27 feet to the easterly boundary of said 638.631 gross acre tract of land; thence leaving the last mentioned northerly line and running along the easterly boundary of said 638.631 gross acre tract of land
13. N  $0^{\circ}28'48''$  E., 4,078.95 feet to the point of beginning.

Containing an area of 290.87 acres of land, more or less.

**SECOND**

Beginning at a point on the easterly boundary of said 638.361 gross acre tract of land on the southerly line of the Southern Pacific Railroad Company right-of-way (100 feet wide) as conveyed from Francis Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and Recorded in Volume 5 of deeds at Page 350 and by deed dated May 5, 1886 and Recorded in Volume 11 of deed at Page 256, records of said county; thence running along the boundary of said 638.61 gross acre tract of land

1. S.  $0^{\circ}28'48''$  W., 1,053.62 feet; thence
2. N.  $71^{\circ}26'43''$  W., 269.54 feet; thence
3. S.  $85^{\circ}02'02''$  W., 642.30 feet; thence
4. N.  $48^{\circ}37'18''$  W., 293.79 feet; thence
5. N.  $63^{\circ}57'55''$  W., 848.44 feet; thence
6. S.  $89^{\circ}55'10''$  W., 427.60 feet; thence
7. N.  $74^{\circ}23'19''$  W., 235.77 feet; thence
8. N.  $61^{\circ}28'49''$  W., 464.82 feet; thence

9. N. 40° 16' 57" W., 444.38 feet; thence
10. N. 53° 43' 00" W., 381.69 feet; thence
11. N. 57° 58' 11" W., 413.37 feet; thence
12. N. 13° 15' 22" W., 94.70 feet; thence
13. N. 61° 54' 40" W., 116.90 feet; thence leaving the boundary of said 638.361 gross acre tract of land
14. N. 22° 36' 30" E., 459.23 feet, at 29.71 feet a 1/2" Diameter Iron Rebar Tagged LS 4448, 459.23 feet to a point on the southerly line of the Southern Pacific Railroad Company right-of-way (100 feet wide) from which a 1/2" Diameter Iron Rebar Tagged LS 4448 bears N. 22° 36' 30" E., 6.23 feet distance; thence running along the last mentioned southerly line
15. S. 67° 27' 03" E., 808.15 feet; thence
16. Curving to the left on the arc of a circular curve with a radius of 6,050 feet, through an angle of 7° 48', for a distance of 823.62 feet; thence tangentially
17. S. 75° 15' 03" E., 2,396.70 feet to the point of beginning.

Containing an area of 88.79 acres of land, more or less.

COURSES ALL TRUE

This description was prepared  
under my direction.

*Philip L. Pearman*

Philip L. Pearman L.S. 4448  
License Expires 9/30/93

PLP:klg  
10/16/89



EXHIBIT A  
PAGE / /

*Revised NANCY*

REPORT TO MONTEREY COUNTY BOARD OF SUPERVISORS

<b>SUBJECT</b> <b>REQUEST FROM VINTNER'S INTERNATIONAL COMPANY FOR A DIVISION OF LAND UNDER A WILLIAMSON ACT CONTRACT (AGRICULTURAL PRESERVE CONTRACT #71-40), SOLEDAD AREA, DISTRICT NO. 3 (PC-6656)</b>	<b>BOARD MEETING DATE</b> August 30, 1988 <b>CONSENT</b>	<b>AGENDA NUMBER</b>  57
<b>DEPARTMENT</b>	<b>PLANNING &amp; BUILDING INSPECTION</b>	

RECOMMENDATION

It is recommended that the Board of Supervisors: 1) approve this request for a division of land under Agricultural Preserve Contract #71-40 with the findings contained in attached Planning Commission Resolution No. 88-130, and 2) direct Counsel to enter into any new contracts deemed necessary.

SUMMARY

This request comes before the Board of Supervisors pursuant to Condition No. 6 applied to the Vintner's International Company Minor Subdivision (MS-87-23) which was approved by the Planning Commission on April 27, 1988 by Resolution No. 88-130.

The condition was applied to the approval in accordance with Section 7 of the Williamson Act contract which requires land divisions under Williamson Act contracts to be approved by the Board of Supervisors.

DISCUSSION

The subject property consisting of 1,383 acres, is located east of Soledad, on the north and south sides of Metz Road between Bryant Canyon Road and Stonewall Canyon Road.

The minor subdivision approval and this request is for the division of subject property into four parcels of 38 acres, 82 acres, 530 acres and 743 acres each. The 38 acre parcel on which there is an existing winery is located entirely within the City of Soledad. The other three parcels consist of bare ground and vineyards.

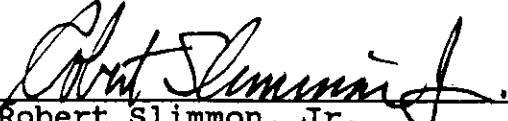
The Agricultural Viability Report prepared by Agricultural Viability consultant Richard Walton indicates that proposed land division, based on the expressed intentions of the applicant, would facilitate the return of the subject property to full agricultural production.

OTHER AGENCY INVOLVEMENT

The Planning Commission considered minor subdivision MS-87-23 at a public hearing on April 27, 1988 and approved the application by Resolution No. 88-130 by a 9-0 vote.

FINANCING

There is no impact on the General Fund.

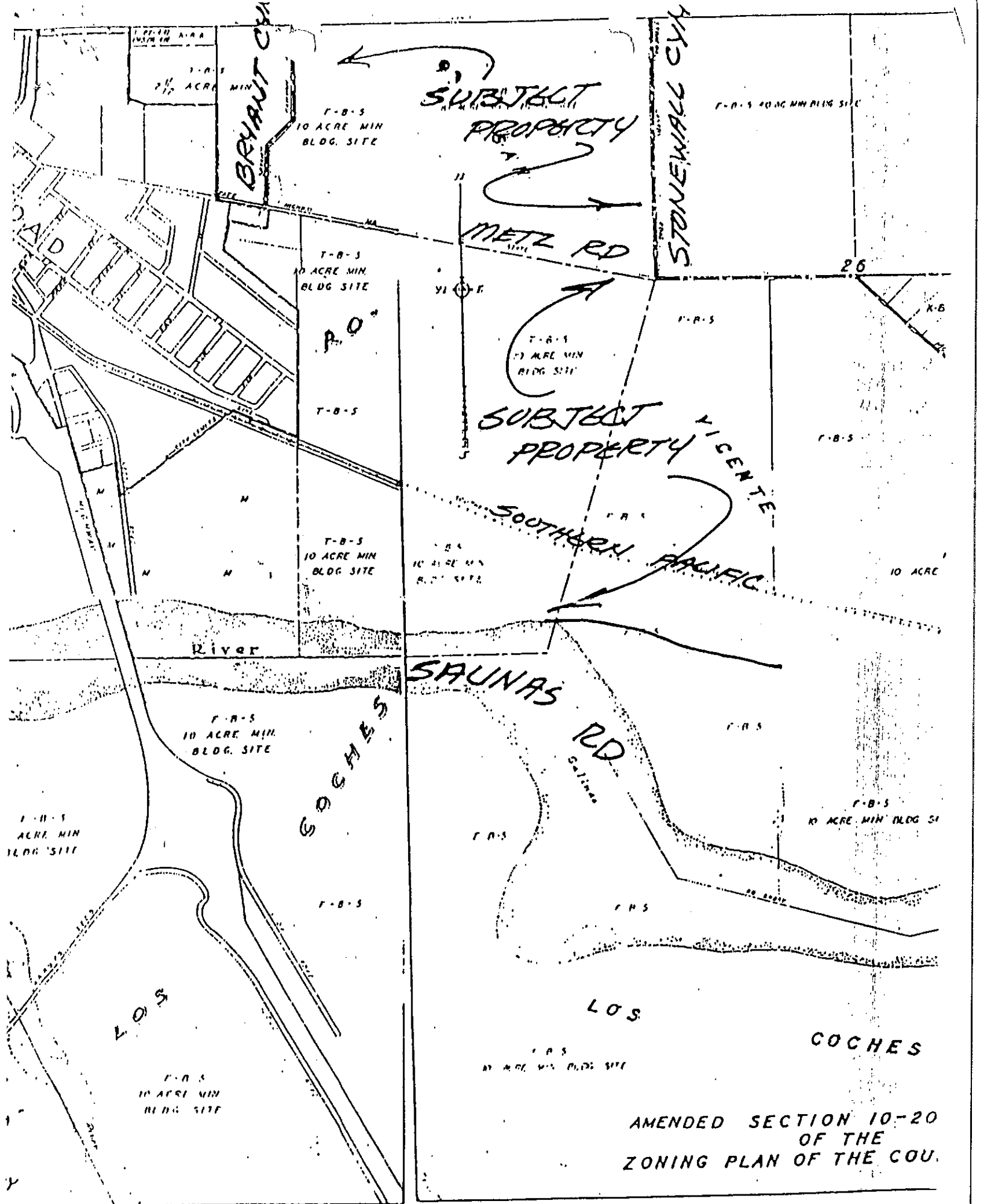
  
Robert Slimmon, Jr.  
Director of Planning and Building  
Inspection  
August 24, 1988

RS/WHA/se

Attachments: Location Map, Tentative Parcel Map, Planning Commission Resolution No. 88-130, Letter from Applicant's Representative, Agricultural Viability Report.

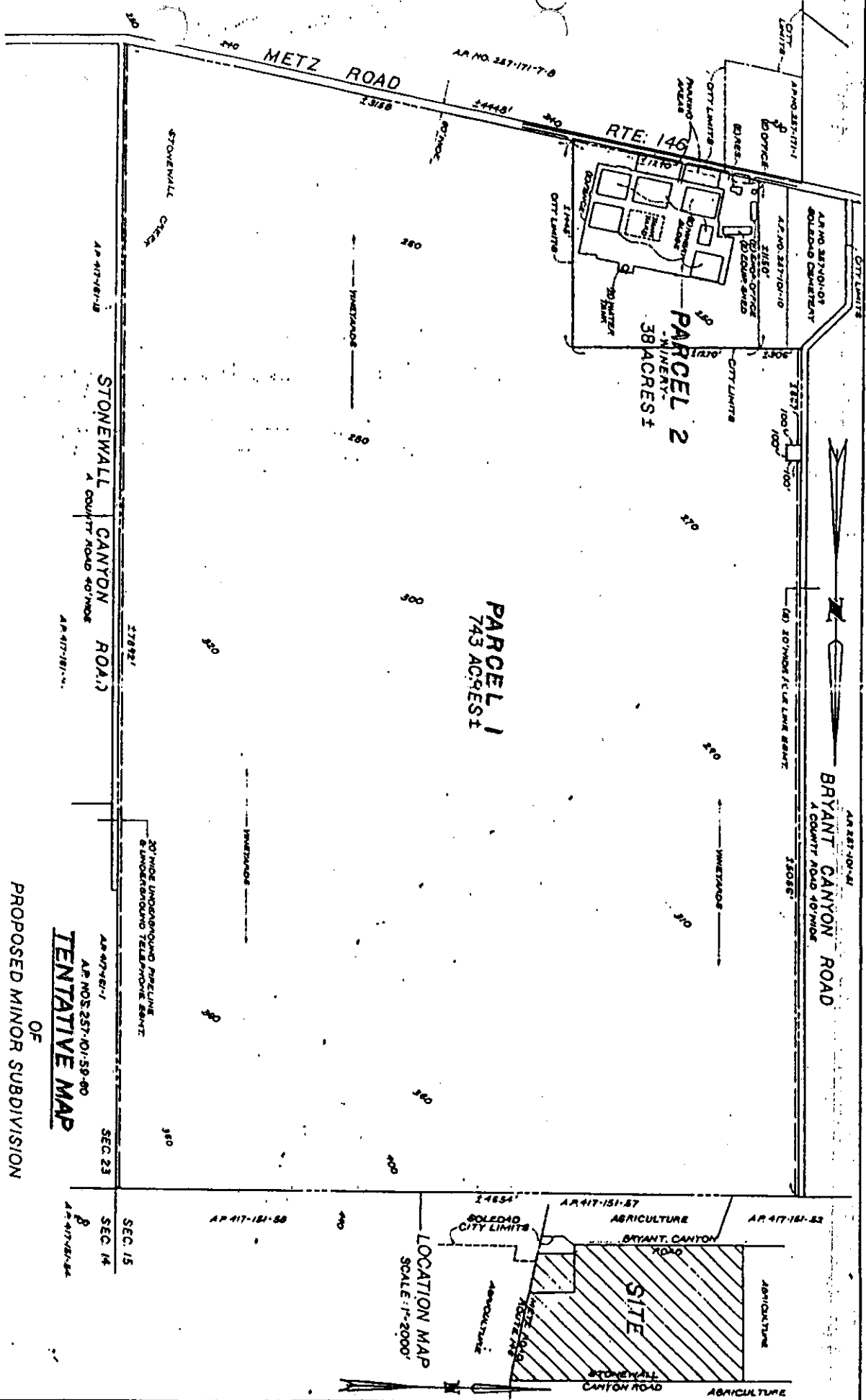
cc: Clerk to Board (16); Efren Iglesia, County Counsel; Robert Slimmon, Jr.; Dale Ellis; Nick Chiulos; Applicant; File

This report prepared by Wesley H. Arvig, Senior Planner.



SECTION 10-19

AMENDED SECTION 10-20  
OF THE  
ZONING PLAN OF THE COU.



PREPARED BY  
**AG SURVEYS, INC.**  
 66 MONTEREY-SALINAS HWY  
 SALINAS CALIFORNIA  
 SCALE: 1" = 400' JULY, 1987

**TENTATIVE MAP**  
 OF  
 PROPOSED MINOR SUBDIVISION

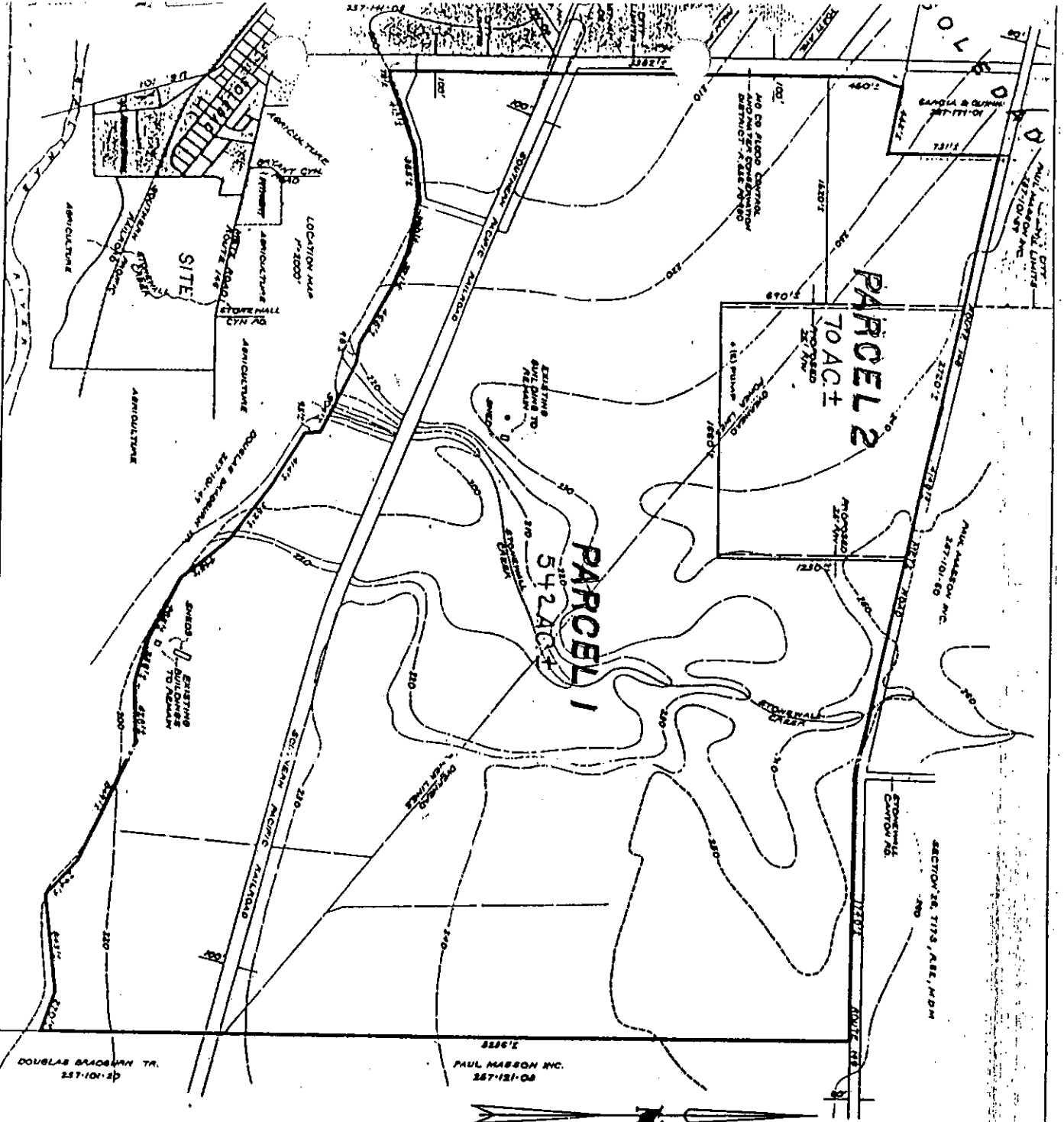
A PORTION OF LOT 1 - RANCHO SAN VICENTE  
 MONTEREY COUNTY - CALIFORNIA

AP 417-181-1  
 AP NOS 257-01-59-80

SEC 23  
 SEC 15  
 SEC 14

LOCATION MAP  
 SCALE: 1" = 2000'

VINTNER'S INTERLU



**SOLAR ACCESS:**  
 EACH PROPOSED PARCEL CONTAINS  
 NUMEROUS OPEN AND UNOBSTRUCTED  
 BUILDING SITES WHICH WILL ALLOW  
 PASSIVE AND/OR NATURAL HEATING  
 OR COOLING OPPORTUNITIES.

**TENTATIVE MAP**

AP NO. 257-171-6-7-8  
 OF  
 PROPOSED MINOR SUBDIVISION  
 A PORTION OF LOT 1, RANCHO SAN VINCENTE,  
 MONTEREY COUNTY CALIFORNIA

PREPARED BY  
**AG SURVEYS, INC.**  
 65 MONTEREY-SALINAS HWY  
 SALINAS CALIFORNIA  
 SCALE: 1"=400' JULY 1987

REVISED 3/16/88

VUTNER'S INTERN.

PLANNING COMMISSION  
COUNTY OF MONTEREY, STATE OF CALIFORNIA

RESOLUTION NO. 88-130

MINOR SUBDIVISION # MS-87-23

A.P.# 257-171-06, 07, 08 and 257-  
101-59, 60

FINDINGS AND DECISION

In the matter of the application of Vintner's International, Company (MS-87-23) for a Minor Subdivision in accordance with Chapter 19.32 of Title 19 (Subdivisions) of the County of Monterey Code, to allow a minor subdivision to allow the division of a 1,383 acre parcel into four parcels of 38 acres, 82 acres, 530 acres and 743 acres each, located on Lots A, B, C, D, and G of Lot 1, Map 1, San Vicente Rancho, Soledad area, adjacent to and easterly of the City of Soledad, southerly of and adjacent to Metz Road, came on regularly for hearing before the Planning Commission on April 27, 1988.

Said Planning Commission, having considered the application and the evidence presented relating thereto,

FINDINGS OF FACT

1. Finding: The tentative parcel map for this proposed minor subdivision is consistent with the Central Salinas Valley Area Plan which designates that portion of the property within the County as "Farmlands, ~~40 Acre Minimum~~" and is consistent with the policies of the Area Plan and the Monterey County General Plan.

*How*  
Evidence: This proposed minor subdivision is for the division of two parcels lying on the north and south sides of Metz Road. The parcel on the north side of Metz Road consists of 781 acres and is proposed for division into a 38 acre parcel which lies entirely within the City of Soledad and a 743 acre parcel which is within the jurisdiction of the County. The parcel on the south side of Metz Road which is under the jurisdiction of the County is proposed for division of 612 acres into a 70 acre parcel and a 542 acre parcel.

2. Finding: That the site of the proposed minor subdivision is physically suitable for the type and density of the proposed development.

Evidence: This is evidenced by the Agricultural Viability Report by Richard Walton dated December, 1987 which indicates the proposed parcels are viable agricultural parcels.

Evidence: The Agricultural Viability Report was reviewed by the County Agricultural Commissioner who determined that it meets the County's agricultural viability criteria.

3. Finding: That the design of the proposed minor subdivision and improvements will not cause serious public health problems.

Evidence: The parcels resulting from this minor subdivision will continue to be used for agricultural purposes which have not created any known health hazards in the past.



4. Finding: That the design of the proposed minor subdivision and proposed improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.  
Evidence: As evidenced by the Initial Study prepared for this proposed minor subdivision, the site has been used for agricultural purposes in the past and is not a major habitat for fish or wildlife.
5. Finding: That the proposed subdivision will not have a significant environmental effect.  
Evidence: As evidenced by the Initial Study prepared for this project, no significant adverse environmental impacts are expected to result from this proposed subdivision and the subsequent use of the proposed parcels for agricultural purposes. Accordingly, staff filed a Negative Declaration on October 23, 1987.
6. Finding: That the establishment, maintenance, or operation of the proposed parcels would not, under the circumstances of this particular case, be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.  
Evidence: This is evidenced by the above findings and evidence.
7. Finding: Pursuant to Section 19.12.140.M.2 the Planning Commission finds that the requirement for underground utilities in this subdivision would be unreasonable and impractical.  
Evidence: A PG&E main distribution line bisects the property. Furthermore, portions of the property are already developed within existing winery facilities. Furthermore, the agricultural nature of the property is in question, it renders undergrounding of utilities impractical due to periodic agriculture operations such as discing and plowing. In this particular instance, undergrounding of utilities could present a significant safety hazard to operations of agriculture equipment. This waiver is not precedent setting.

#### DECISION

THEREFORE, it is the decision of said Planning Commission that the Negative Declaration be adopted and that said application be approved as shown on the attached sketch, subject to the following conditions:

1. File a Record of Survey showing the new line and its monumentation.
2. The property owner agrees as a condition of the approval of this minor subdivision, that it will pursuant to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought

within the time period provided for in Government Code Section 66499.37. An agreement to this effect shall be recorded concurrent with the filing of the parcel map. The County shall promptly notify the subdivider of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless.

3. That the applicant provide evidence to the County Planning and Building Inspection Department that the City of Soledad has approved the proposed minor subdivision.
4. Provide evidence to the Director of Environmental Health that there is water of sufficient quality and quantity.
5. That the applicant request in writing the rezoning of Parcel 1 on the north side of Metz Road from the existing "F-B-5 10 Acre Minimum Building Site" (Agricultural) zoning district to an "AP" (Agricultural-Preserve) zoning district and Parcels 1 and 2 on the south side of Metz Road from the existing "T-B-5 10 Acre Minimum Building Site" (Transitional) zoning district and "F-B-5 10 Acre Minimum Building Site" (Agricultural) to an "AP" (Agricultural-Preserve) zoning district.
6. That the applicant enter into any new contracts with the Board of Supervisors for the division of property under a Williamson Act Contract (#71-40) deemed necessary by County Counsel.
7. It is recommended that the previous condition #8, as recommended by the Subdivision Committee, be amended to read as follows:

The subdivider shall construct an improved channel section and sediment pond on Bryant Creek, in accordance with plans prepared by the subdivider's engineer, subject to the approval of the Flood Control and Water Conservation District.

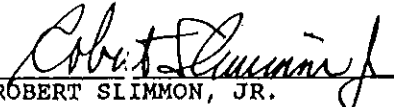
Maintenance of the improvements shall be done by the landowner, in accordance with an agreement between the landowner and the District.

The improvements shall be completed prior to the filing of the parcel map, or a bond shall be submitted to the County by the subdivider, in the amount necessary to construct the improvements.
8. The subdivider shall construct a drainage diversion berm and perform necessary grading on Stonewall Creek to contain creek flows in the proper alignment, in accordance with plans by the subdivider's engineer, subject to the approval of the Flood Control and Water Conservation District. The work shall be completed prior to November 15, 1988.
9. The deed for parcel 2 must reflect that Parcel 2 be tied with the owner of the winery parcel and its use subject to the approval of the Health Department or that the waste water site be one parcel with actual production site subject to the approval of the Health Department.

THE APPLICANT REQUESTED A WAIVER OF UNDERGROUND UTILITIES.

PASSED AND ADOPTED this 27th day of April, 1988, by the following vote:

AYES: Calcagno, Evans, Glau, Jimenez, Moore, Orrett, Reaves,  
Riddle, Stallard  
NOES: None  
ABSENT: None

  
ROBERT SLIMMON, JR.  
SECRETARY OF THE PLANNING COMMISSION

Copy of this decision mailed to applicant on May 9, 1988.

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK OF THE BOARD OF SUPERVISORS ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE MAY 19, 1988.

UNLESS EXTENDED AS PROVIDED BY CHAPTER 19.32.130, TITLE 19 (SUBDIVISIONS), MONTEREY COUNTY CODE, THIS APPROVAL EXPIRES ON APRIL 27, 1990. EXTENSION REQUESTS MUST BE MADE IN WRITING 30 DAYS PRIOR TO THE AFOREMENTIONED EXPIRATION DATE.

HOGUE, FENTON, JONES & APPEL, INC.

ATTORNEYS AT LAW  
2801 MONTEREY-SALINAS HIGHWAY  
POST OFFICE BOX 791  
MONTEREY, CALIFORNIA 93942-0791  
373-1241 AREA CODE 408  
August 23, 1988

Monterey County Planning  
& Building Inspection Department  
Attn: Wes Arvig  
240 Church Street  
Salinas, California 93901

Re: Vintners International Company, Inc.  
Minor Subdivision No. MS-87-23

Dear Mr. Arvig:

As we have previously discussed, Condition 6 to the above referenced Minor Subdivision approval requires that the subdivider enter into any new Williamson Act contracts deemed necessary by County Counsel. Enclosed please find five (5) original land conservation contracts executed on behalf of Vintners International Company, Inc.. The forms for these contracts were supplied by Diane Popowski of the County Counsel's office who requested that the Agricultural Preserve No. and Resolution No. blanks near the top of page 1 and the agreement dates at the top and bottom of page 1 be left blank, to be filled in by County staff at the time the contracts are approved.

Of course, the legal descriptions to be attached as Exhibit A to the agreements will not be available until after the Record of Survey maps for the subdivision have been processed and approved. Upon approval of the new Williamson Act contracts by the Board of Supervisors, the County may hold the contracts until the Record of Survey map processing is completed. Promptly after such completion, Vintners will supply you with the legal descriptions of the parcels created which can then be attached to the Williamson Act contracts, and the contracts then recorded.

Please give me a call once you can confirm the date on which this matter will go before the Board of Supervisors. In the meantime, please feel free to call if you have any questions or require any further information.

Very truly yours,

  
DAVID A. WILLOUGHBY

DAW/gw  
Enclosures

cc: Ken Weber

08.08.03  
file copy

A DRAFT A

AGRICULTURAL VIABILITY REPORT  
OF  
VINTNER'S INTERNATIONAL COMPANY'S MINOR SUBDIVISION PROJECT  
DECEMBER 1987

FOR

VINTNER'S INTERNATIONAL CO., INC.  
C/O MR. FRANK JERANT  
P.O. BOX 780  
GONZALES, CA. 93926

MS 87-23 ✓  
Planning Area - 07.  
Base Map 27534

\* \* \* \* \*

ASSESSOR'S PARCELS NUMBERS

- AP NO. 257-171-06 ✓
- " " 257-171-07 ✓
- " " 257-171-08 ✓
- " " 257-101-59 ✓
- " " 257-101-60 ✓

\* \* \* \* \*

MINOR SUBDIVISION MS-87-23  
METZ ROAD (RTE. 146)  
NEAR SOLEDAD, MONTEREY COUNTY, CALIFORNIA

\* \* \* \* \*

SUBMITTED TO

MONTEREY COUNTY PLANNING DEPARTMENT  
P. O. BOX 1208  
SALINAS, CALIFORNIA 93902

\* \* \* \* \*

BY

RICHARD L. WALTON  
AGRICULTURAL VIABILITY CONSULTANT  
P. O. BOX 46  
LOCKWOOD, CALIFORNIA 93932

PHONE: 408-385-4448

ARVIG

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## AGRICULTURAL VIABILITY REPORT - VINTNER'S INTERNATIONAL - MS 87-23

## 1.0 INTRODUCTION

## PURPOSE OF REPORT

This report is to fulfill the requirement of an agricultural viability report on the proposed minor subdivision of Vintner's International Co., Inc. on property located on Metz Road, near Soledad, Monterey County, California. This requirement is in accordance with the Monterey County General Plan.

## 1.1 SITE DESCRIPTION

The subject subdivision is actually composed of two subdivisions, proposing four parcels as shown in Appendix 6.1.1. For ease of this report, I will refer to them as the "Northern Parcels" and the "Southern Parcels" as indicated on the before-mentioned maps.

The subject properties run approximately North and South of Metz Road (Rte. 146), West of, and adjacent to, the Eastern border of the City of Soledad, Monterey County, California.

## The Northern Parcels are:

743 acres	± bare land and vineyard	Parcel 1
38 acres	± winery and vineyard	Parcel 2

## The Southern Parcels are:

530 acres	± vineyard	Parcel 1
82 acres	± vineyard and bare land	Parcel 2

The general area is gently sloping to flat in the main winery and vineyard areas -- to steep slopes in the general areas of the Salinas River and Stonewall Creek. The area ranges in elevation from ± 150' to 200' lying between the slopes of the Gabilan Range and the Salinas River

Farm Lands All parcels have frontage on Metz Road; presently described as 40 acre minimum in the General Plan and zoned FB5 - 10 acre minimum.



## 1.2 PROJECT DESCRIPTION

The parcel acreage breakdown is described in 1.1. The subdivision will create four parcels of 743  $\pm$  ac., 38  $\pm$  ac., 530  $\pm$  and 82  $\pm$  ac.

### The Northern Subdivision:

Parcel 1, 743  $\pm$  ac. all bare ground and vineyard.

Parcel 2, 38  $\pm$  ac. includes a small acreage of vineyard, the winery, a home, and the shops.

### The Southern Subdivision:

Parcel 1, 530  $\pm$  ac. of vineyard.

Parcel 2, 82  $\pm$  ac. of bare ground and vineyard.

The total project covers 1393  $\pm$  ac.

## 1.3 PROJECT OBJECTIVES

Vintner's International is no longer interested in the vineyard or the winery. They have buyers who are interested in either a winery or vineyard, but not both. The stated objective as per Mr. Ken Weber of Vintner's International is to sell the 38 ac and 82 ac parcels as one 120  $\pm$  ac. winery property and the remaining 1272  $\pm$  ac as vineyard.

## 2.0 EXISTING CONDITIONS

### 2.1 and 2.1.1 SITE CHARACTERISTICS AND EXISTING DEVELOPMENT

The proposed parcel acreage and total acreage has been discussed.

The entire property consists of a winery, a home, shops, wells and bare land. All proposed parcels have frontage on Metz Road. There are existing farm access roads throughout the vineyard. All proposed parcels are self-contained when considering irrigation or potable water wells.

The Southern Subdivision has a Southern Pacific Railroad easement (100') and the Northern Subdivision has utility easements (20') on the eastern and western boundaries. All of the easements and structures are located on the maps in Appendix 6.1.1.

## 2.1 and 2.1.1 (continued)

Property taxes paid during 1986-1987 tax year:

AP NO. 257-101-59	\$166,186.60
" " 257-101-60	44,414.40
" " 257-171-06	8,053.60
" " 257-171-07	21,072.94
" " 257-171-08	<u>10,427.48</u>
Total	\$250,155.02

## 2.1.2 TOPOGRAPHY

This has been briefly described in a previous section. This is shown in more detail in the appendix, including the U. S. Geological Survey Topography Map. This generally shows gently sloping, level, and steep slopes near the Salinas River and Stonewall Creek.

## 2.1.3 VEGETATION

The majority of the subject properties is planted to varietal grapes, approximately as indicated:

## Northern Subdivision:

Parcel 1, 110<sup>±</sup> ac bare ground, cultivated

633<sup>±</sup> ac vineyard access roads and well sites

Parcel 2, 4<sup>±</sup> ac vineyard

34<sup>±</sup> ac home, shops and winery with landscaping.

## 2.1.3 (continued)

## Southern Subdivision:

Parcel 1, 530<sup>+</sup> ac. vineyard plus small areas of native vegetation near river and creek.

Parcel 2, 76<sup>+</sup> ac. bare ground, cultivated.

6<sup>+</sup> ac. vineyard

## 2.1.4 DRAINAGE

The general direction of drainage is indicated by arrows on the appendix topography map. The subject property is within Zones 2 and 2A of the Flood Control District and located on Community Panel No. 0601950375D of the Federal Emergency Mgt Agency Flood Insurance Rate Map (firm).

Generally, the Northern Subdivision drains to the Bryant Canyon Diversion Canal, to Metz Road, and to a lesser extent toward Stonewall Creek; all go to the Salinas River.

The Southern Subdivision drains to Stonewall Creek and the Salinas River.

Mr. Owen Stewart of the Monterey Flood Control District indicated that a small acreage of the vineyard portion of the Southern Subdivision could be in the flood plain of the Salinas River. He indicated that there were no drainage or flood problems on the property but he would like to see some work done to control silt and trash flow from Bryant Canyon which comes through the Northern Subdivision.

## 2.1.5 SOILS

The soils of the property as described by the U.S.D.A., S.C.S., Soil Survey of Monterey County are mainly as follows:

AREA	SYMBOL, NAME	CAPABILITY UNITS
75%	CbA Chualar Loam 0-2% Slope	I(14), 111c-1(15)
5%	DaA Danville Sandy Clay Loam 0-2% Slope	11s-3(14)
5%	EaA Elder Sandy Loam 0-2% slope	11s-4(14)
5%	PnA Placentia Sandy Loam 0-2% slope	111s-3(14)
5%	ASB Arroyo Seco Gravelly Loam 0-2-5% Slope	111e-4(14)
5%	CbB Chualar Loam 2-5% slope	11(E)-1-(14)

### 2.1.5 SOILS (continued)

All soils are well suited to agricultural activities pertaining mostly to irrigated row crops and vineyards. Erosion hazard is generally low. Well suited to present use.

### 2.1.6 WATER

Annual precipitation is 13 <sup>+</sup> inches of rain. All subject parcels are serviced by existing wells and the quantity and quality are described as adequate.

Mr. Al Friedrich and Mr. Richard LeWarne of the County of Monterey Department of Health stated that they could not remember any problems in the past and could see no objections to the subdivision. They stated that the winery, home, etc., would have to meet all standards for potable water and also for waste disposal.

### 2.2 PARCEL PRODUCTION HISTORY

The winery was used only for storage in 1987. It did not produce wine. In the 1987 crop for the vineyard, only about 130 ac. <sup>±</sup> of Pinot Chardonnay was harvested with a total value of \$428,897.00 gross. This was a value of \$3,299.21/ac. This means that approximately 1033 ac. of vineyard went unharvested, in 1987. This was because the owners do not need the production of the other varietals from those acres. Assigning a theoretical value of \$3,000.00/ac. for the unharvested part, that would represent about \$3,000,000.00 unharvested.

### 2.3 VICINITY CHARACTERISTICS.

The subject properties are located on Metz Road, west and adjacent to the eastern city limits of Soledad, Monterey County, California. To the south is the Salinas River and to the north is the start of the foothills of the Gabilan Range. To the east is intensive farming, dry land barley and range.

It is characterized by a Mediterranean climate with summer highs near 100° and occasional frost in the winter. The annual rainfall is in excess of 13 inches, winter dominant.

Since the subject property is developed, it is only subject to transient or migratory wildlife.

It is closest to Soledad but within the Salinas sphere of influence. This is a mainly agriculturally oriented area.

### 2.3.1 LAND USE AND ZONING

The General Plan has this area designated as - Farm Lands, 40 ac. minimum. It is Zoned - F-B-5, 10 acre minimum

The property is presently in vineyard with an associated winery. At present time, as previously indicated, it is not being fully utilized. It is properly located, has water and productive soils. The purpose of the subdivision is to sell the parcels to people who will activate the vineyard and winery. I believe this would facilitate the return of this area to its "highest and best use".

### 2.4 VICINITY AGRICULTURAL/GRAZING OPERATIONS

As discussed in section 2.3, this is an agriculturally diverse area. Land rents range from \$6.00/ac. on grazing land to \$400.00/ac. on intensely farmed land. Vicinity agricultural development depends on topography, soils and water availability.

## 3.0 PROJECT ANALYSIS

### 3.1 PROJECT DESCRIPTION

Basically, as described in Section 1.1, the project would create four parcels, two each on two subdivisions, before-mentioned, as the "Northern" and "Southern" subdivisions.

As follows:

#### Northern Subdivision:

Parcel 1	743 <sup>±</sup> ac. vineyard
Parcel 2	<u>38<sup>±</sup></u> ac. winery, shop, home
	781 <sup>±</sup> ac. total

#### Southern Subdivision:

Parcel 1	530 <sup>±</sup> ac. vineyard
	<u>82<sup>±</sup></u> ac. bare ground, vineyard
	612 <sup>±</sup> ac. total

The stated purpose of the subdivision is to facilitate sale of the properties. Vintner's International is no longer interested in the property (winery or vineyard) and have buyers who are interested in either a winery or a vineyard, but not both.

### 3.1 (continued)

According to Mr. Ron Lindquist, Public Works Engineer, since it is only a matter of returning the land and winery to its previous use, he can see no major problems from his standpoint.

### 3.2 PROPOSED PRODUCTION PLANS.

Since the winery and vineyard have not been fully utilized during the past year, the proposed project would facilitate the return of both to full production.

As mentioned in section 2.2, this would increase the potential growth income from this land to an excess of \$3,000,000.00.

### 3.3. PRODUCTION OPTIONS

Since this land is located in an area characterized by good climate, soils and water and is located in an agricultural area with availability of agricultural services and processing, the vineyard area could be changed to other forms of intensive farming. This could not be done, however, without great expense for vine removal.

The winery itself could be converted into a facility for other types of manufacturing or storage.

### 3.4 ASSESSMENT OF PROPOSED PRODUCTION PLANS AND PRODUCTION OPTIONS.

I do not think, at this time, that other production options are economically viable. The proposed subdivision will not alter the past use of the parcels, other than, it will return the land to full utilization, in the near future.

I think the proposed subdivision will facilitate the return of said property to its "highest and best use".

## 4.0 AGRICULTURAL VIABILITY EVALUATION

### 4.1 AGRICULTURAL VIABILITY OF EXISTING PARCELS

The parcels, as they exist, if they were being farmed, would be agriculturally viable. Since they are not being farmed, they are not agriculturally viable and cannot be until they are returned to full production.

#### 4.2 AGRICULTURAL VIABILITY OF PROPOSED PARCELS

The proposed parcels are well within the parameters of the County Plan and Zones. Since the use of the parcels will not change as a result of the subdivision, but will have the intent of making it possible to return both the vineyard and winery to full production, the subdivision should greatly increase the agricultural viability of the area, when compared to the 1987 situation. The subdivision will facilitate:

1. Being able to sell the winery separately to someone who will utilize it.
2. Selling the vineyard to someone who will want to plant the barren areas and bring the existing vines back to full production.
3. Compliance with new County weed control ordinances.

#### 4.3. ALTERNATIVES

It is doubtful that there are any other economically viable alternatives. The subdivision, as proposed, represents the least possible number of parcels to effectively accomplish the goals, and maintain the viability of the areas.

#### 5.0 REFERENCES

- RON EDWARD, Soil Conservation Service, Salinas
- AL FRIEDRICH, Monterey County Health Department
- RICHARD LEWARNE, Monterey County Health Department
- RON LINDQUIST, Monterey County Public Works Department
- OWEN STEWART, Monterey County Flood Control
- RICHARD NUTTER, County Agricultural Commissioner
- WALLACE MARVIN, Assistant County Agricultural Commissioner
- KEN WEBER, Vintner's International
- FRANK JERANT, Vintner's International
- VINTNER'S INTERNATIONAL, Minor Subdivision Application  
and Proposed Parcel Map

5.0 (continued)

- WESLEY ARVIG, Senior Planner
- MONTEREY COUNTY ASSESSOR'S OFFICE
- MONTEREY COUNTY GENERAL PLAN AND ZONING ORDINANCE
- U.S.D.A., S.C.S., Soil Survey, Monterey County
- U. S. DEPT OF INTERIOR, Geological Survey Topography Maps
- FEDERAL EMERGENCY MANAGEMENT AGENCY (FIRM) Map

6.0 APPENDICES

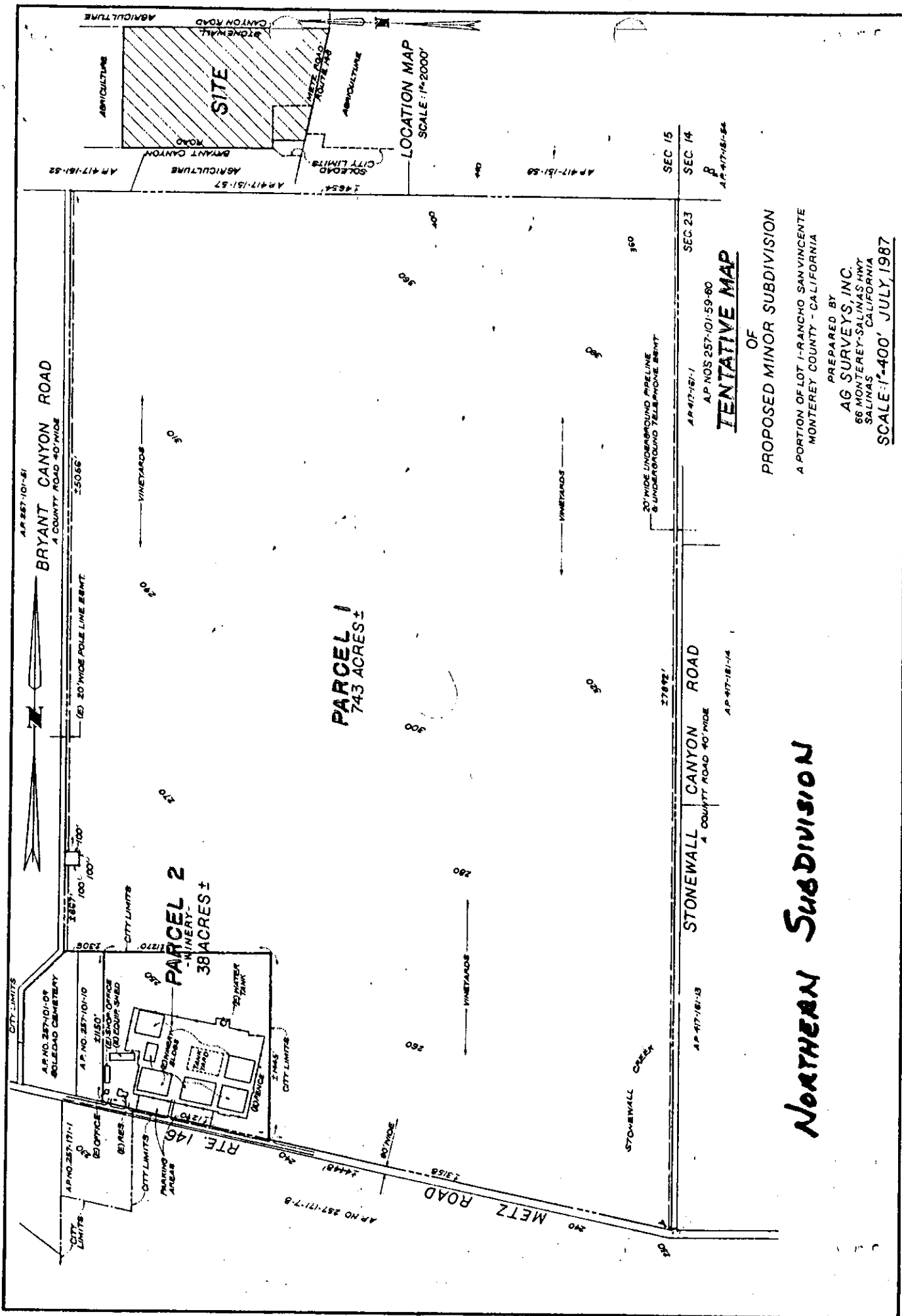
6.1 REQUIRED AND EXTRA FIGURES

- 1.1 Proposed Project Map
- 1.2 Plot Plan of Proposed and Existing Structures, Roads and Easements
- 1.3 Site Topography
- 1.4 Site Vegetation and Soils
- 1.5 Site Drainage
- 1.6 Site and Vicinity Existing Land Use
- 1.7 Site and Vicinity Land Use Designations under the General Plan/Area Plan/Land Use
- 1.8 Site and Vicinity Existing Zoning
- 1.9 Alternative Site Plans - None
- 2.0 Variety Schematic (not to scale) of Parcels
- 2.1 Site Location, relation to Salinas Valley
- 2.2 Photographs of Site



ADDENDUM

- 6.1.1 PROPOSED PROJECT MAP AND PLOT PLAN
- WITH
- 6.1.2 EXISTING STRUCTURES, ROADS AND EASEMENTS



LOCATION MAP  
SCALE: 1"=2000'

TENTATIVE MAP

PROPOSED MINOR SUBDIVISION  
OF  
A PORTION OF LOT 1-RANCHO SAN VINCENTE  
MONTEREY COUNTY - CALIFORNIA

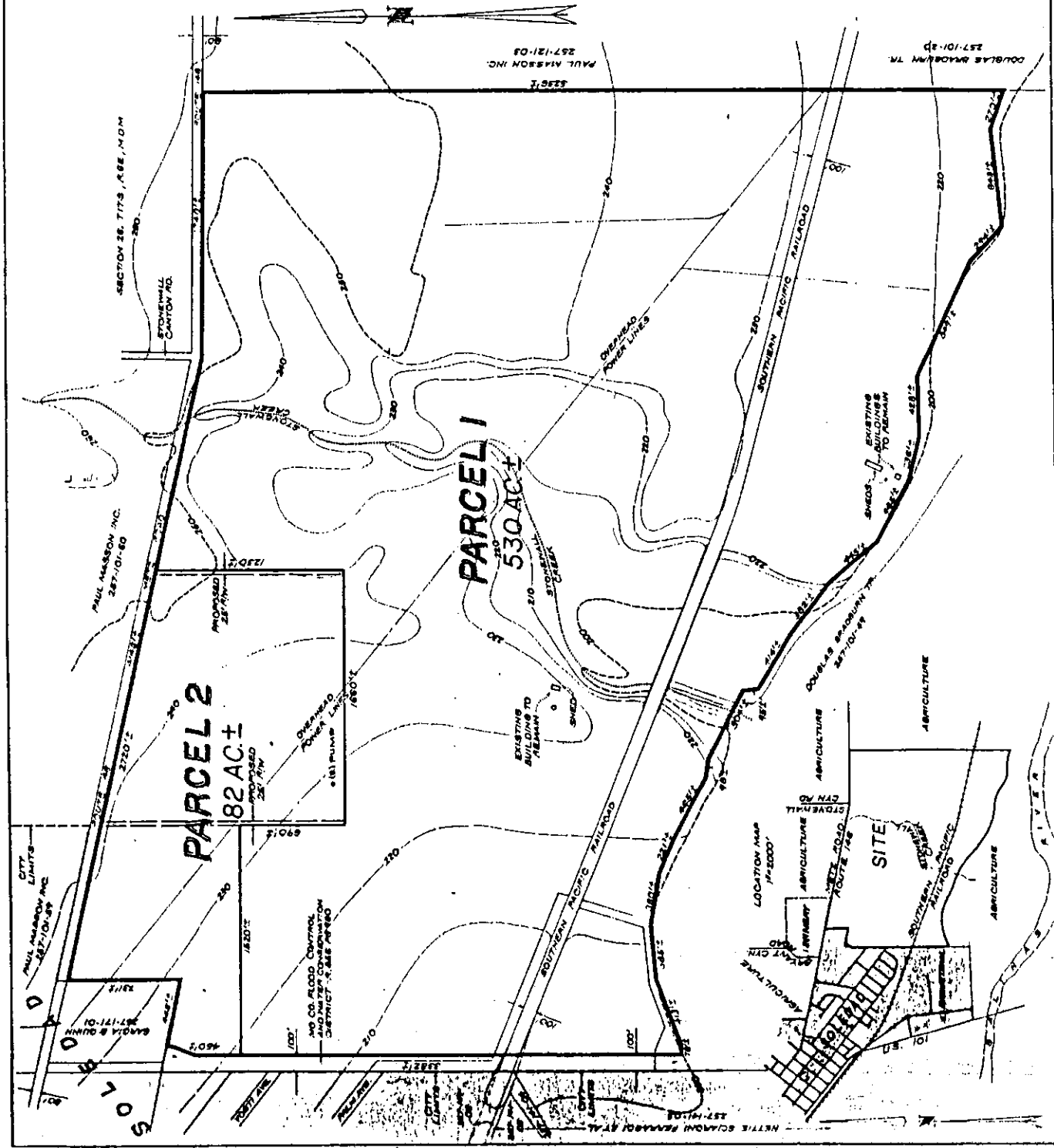
**NORTHEAN SUBDIVISION**

PREPARED BY  
**AG SURVEYS, INC.**  
66 MONTEREY-SALINAS HWY  
SALINAS CALIFORNIA  
SCALE: 1"=400' JULY, 1987

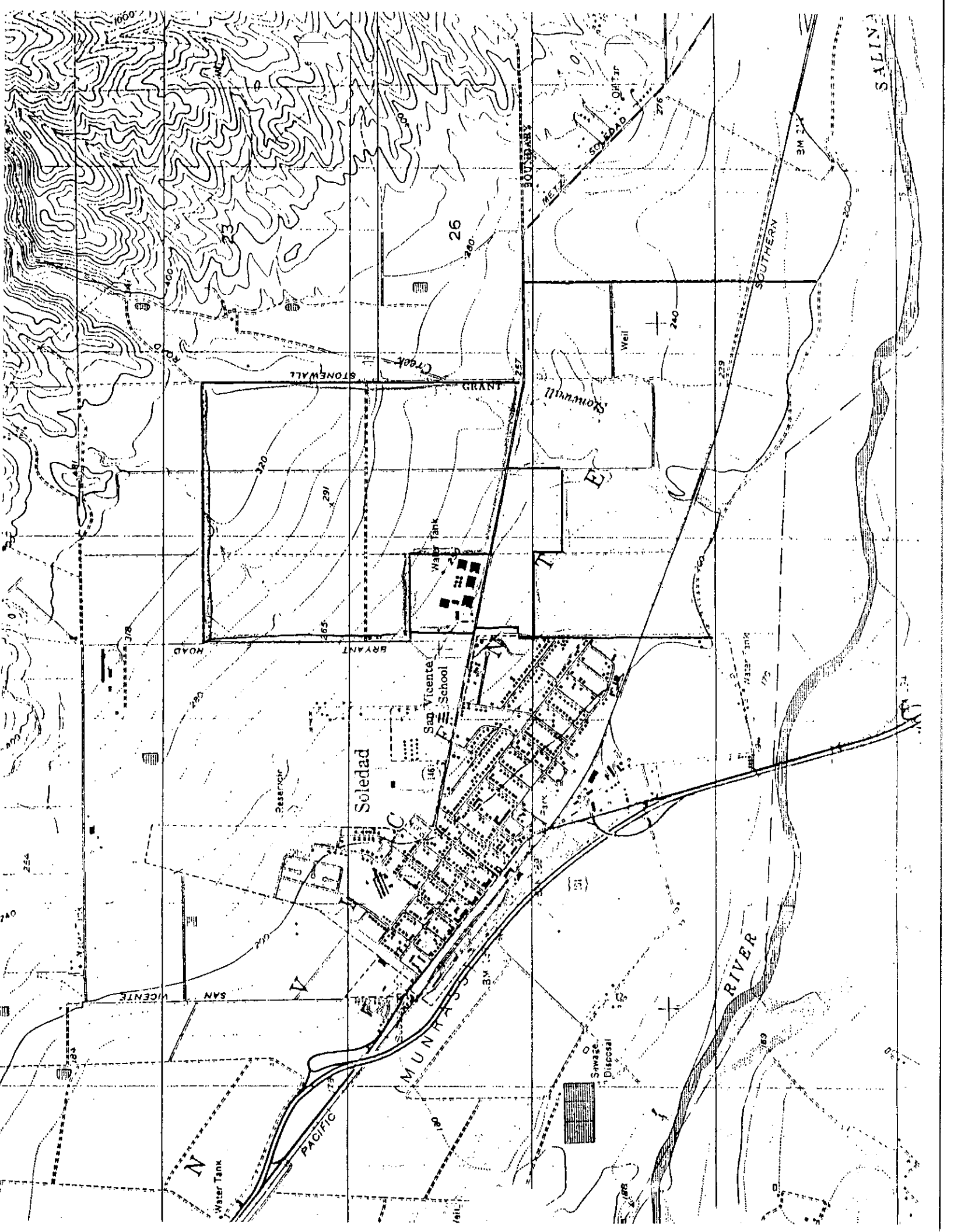
**SOLAR ACCESS:**  
 EACH PROPOSED PARCEL CONTAINS  
 NUMEROUS OPEN AND UNOCCUPIED  
 BUILDING SITES WHICH WILL ALLOW  
 PASSIVE AND/OR NATURAL HEATING  
 OR COOLING OPPORTUNITIES.

# SOUTHERN SUBDIVISION

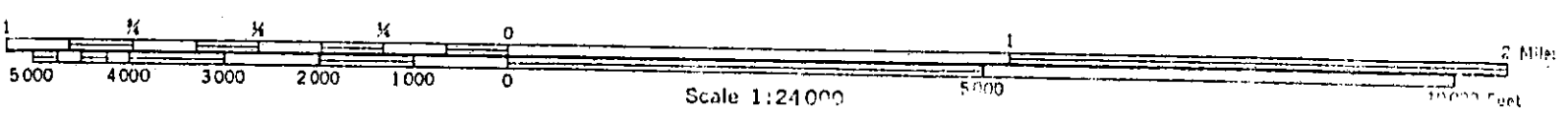
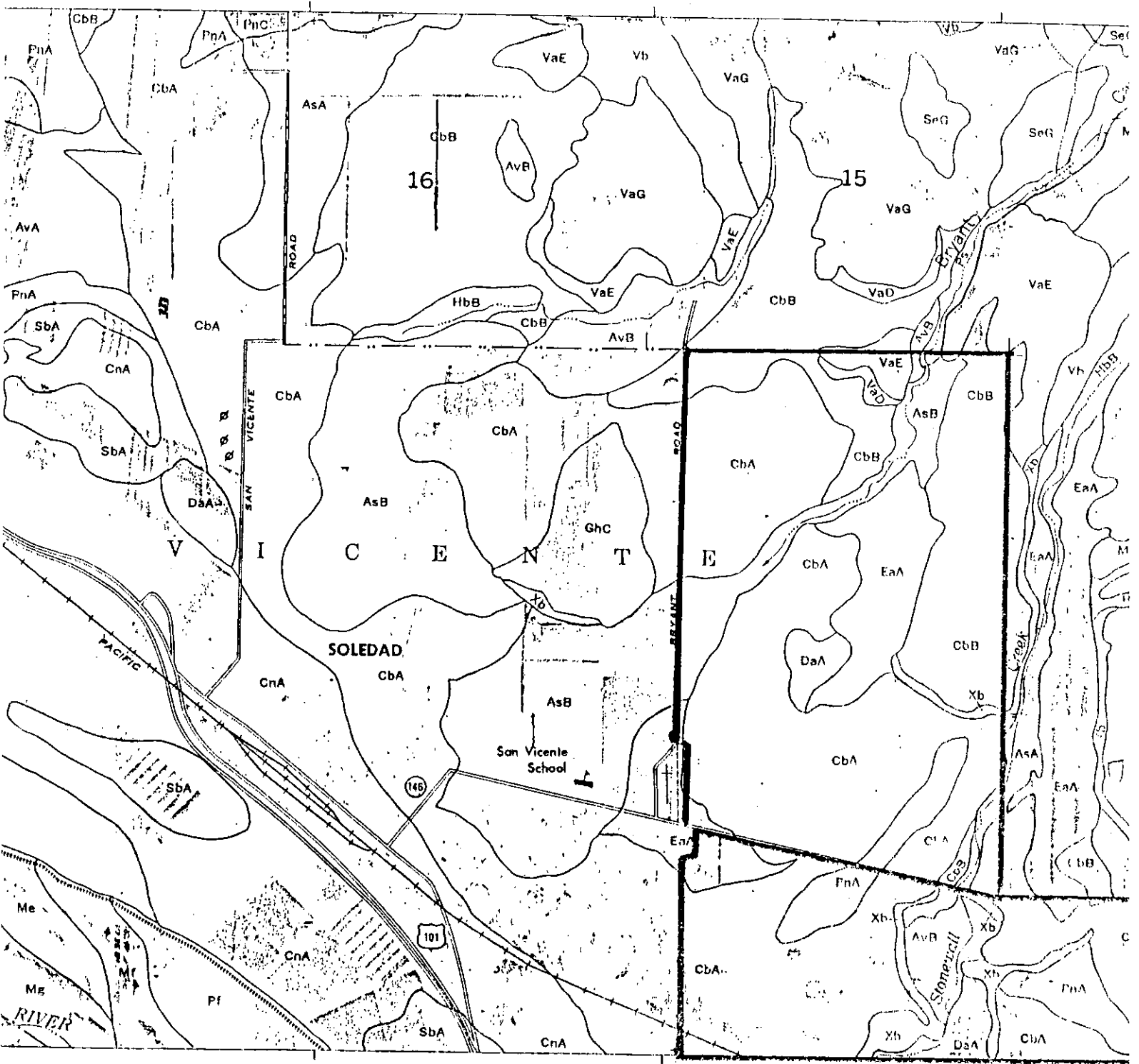
AP NOS 257-171-6-7-8  
**TENTATIVE MAP**  
 OF  
 PROPOSED MINOR SUBDIVISION  
 A PORTION OF LOT 1-RANCHO SAN VICENTE  
 MONTEREY COUNTY CALIFORNIA  
 PREPARED BY  
**A6 SURVEYS, INC.**  
 66 MONTEREY-SALINAS HWY  
 SALINAS CALIFORNIA  
 SCALE: 1/400' JULY 1987



6.1.2 SITE TOPOGRAPHY



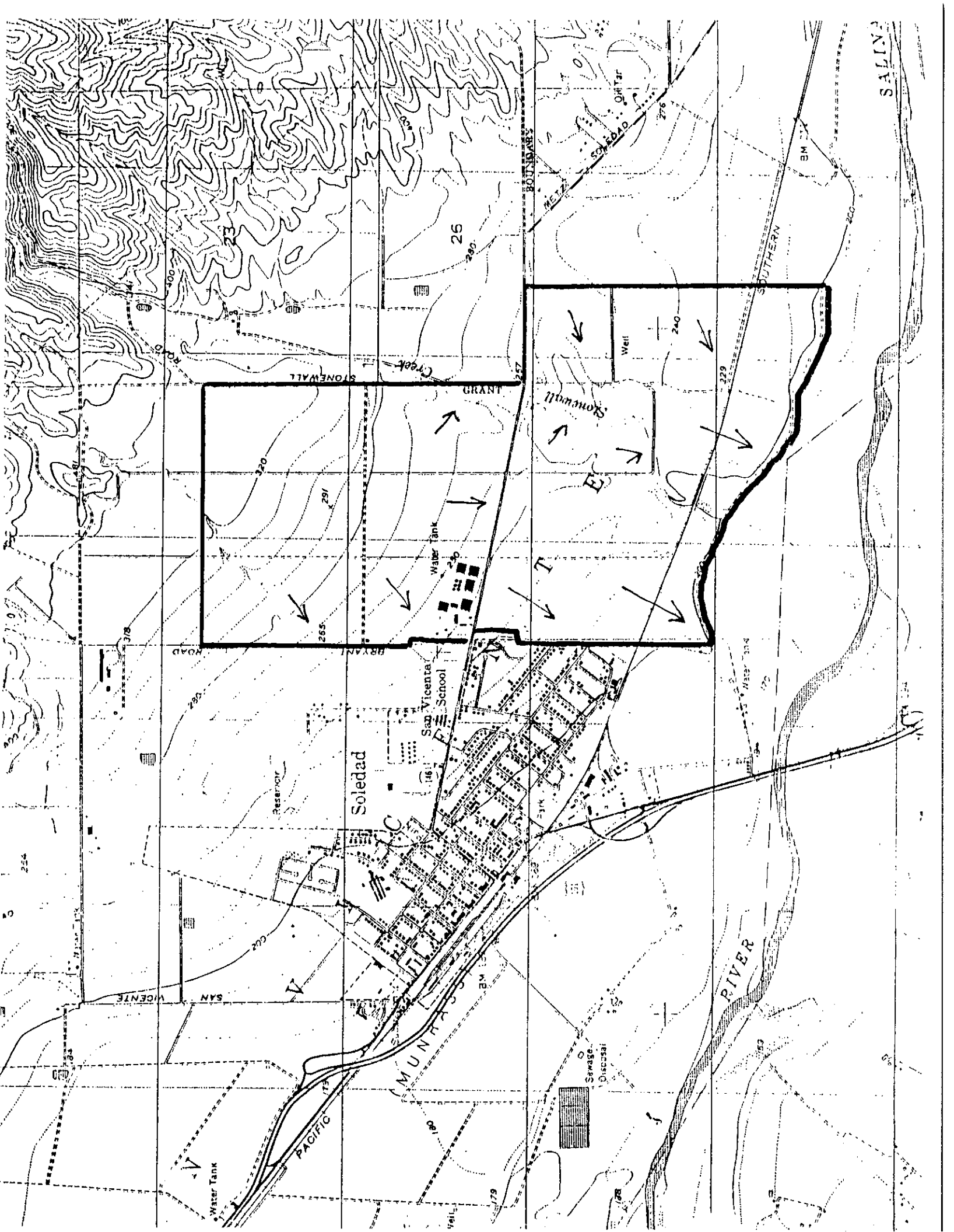
6.1.4 SITE VEGETATION AND SOILS





6.1.5 SITE DRAINAGE

(DIRECTION INDICATED BY ARROWS)



6.1.6 SITE AND VICINITY EXISTING LAND USE

WITH

6.1.7 SITE AND VICINITY LAND USE DESIGNATIONS  
UNDER THE GENERAL PLAN

WITH

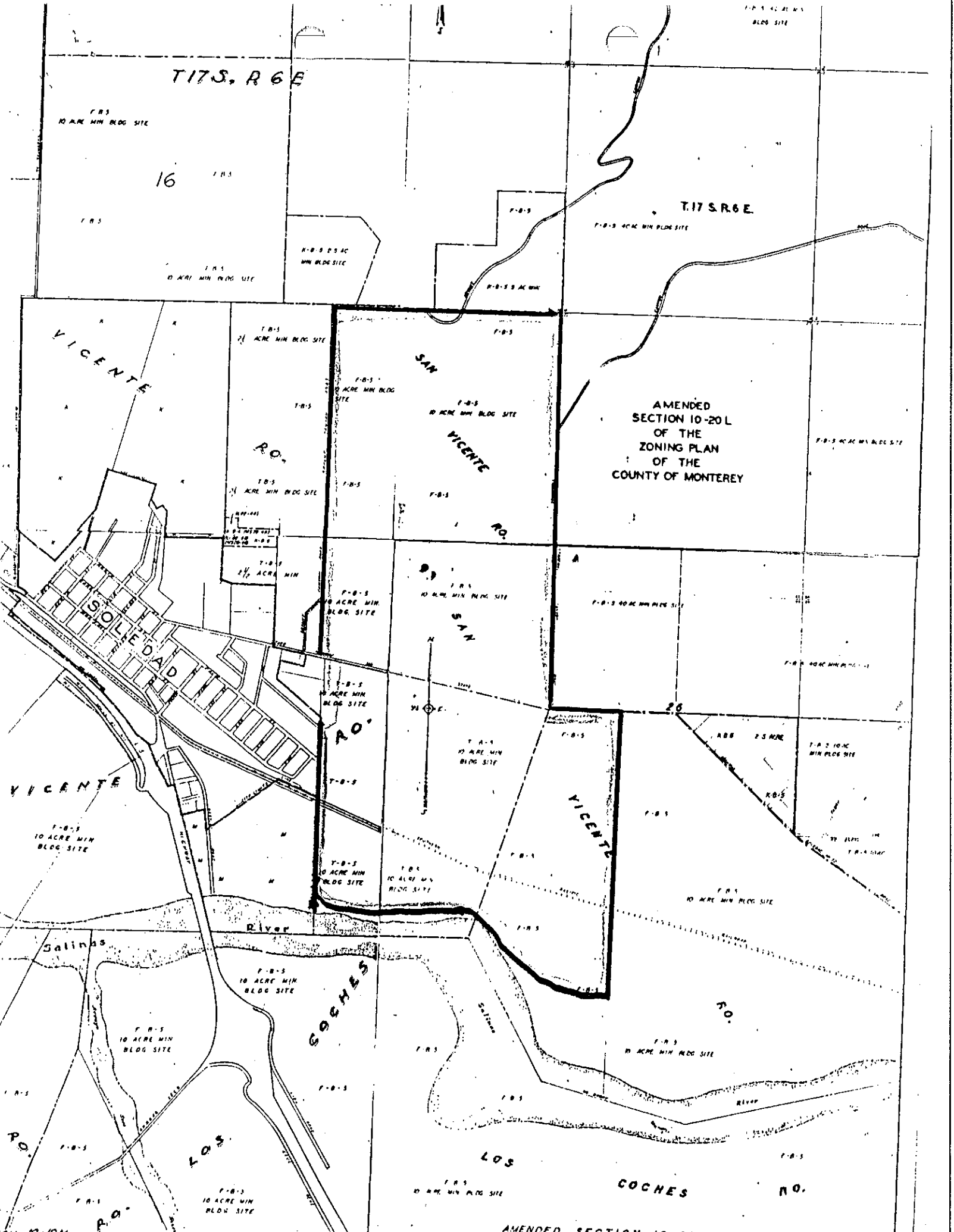
6.1.8 SITE AND VICINITY EXISTING ZONING

T17S, R 6E

T17S R6E

16

AMENDED SECTION 10-20 L  
OF THE  
ZONING PLAN  
OF THE  
COUNTY OF MONTEREY



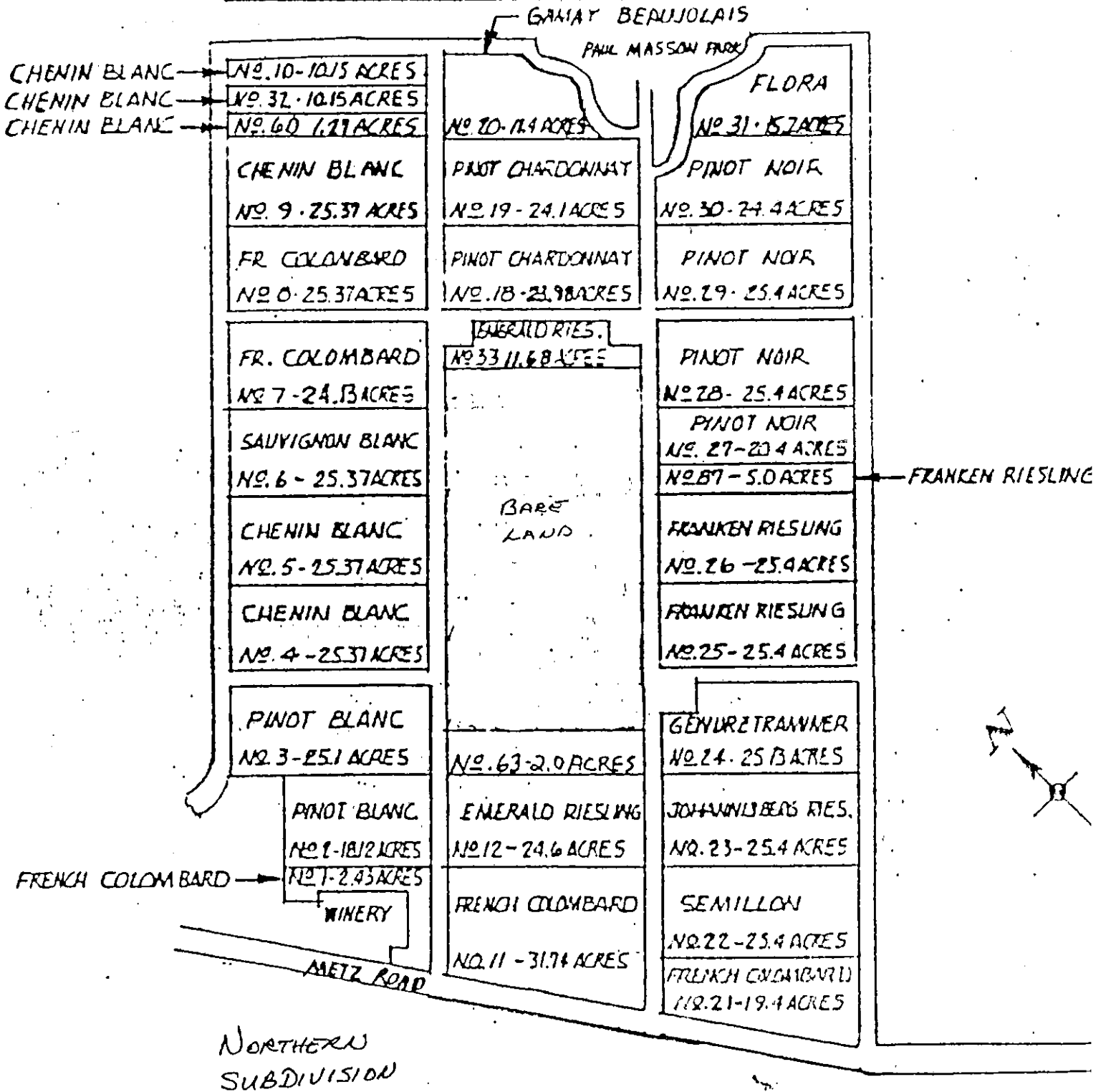
6.1.9 ALTERNATIVE SITE PLAN

(NONE)



*[Faint, illegible text, possibly bleed-through from the reverse side of the page]*

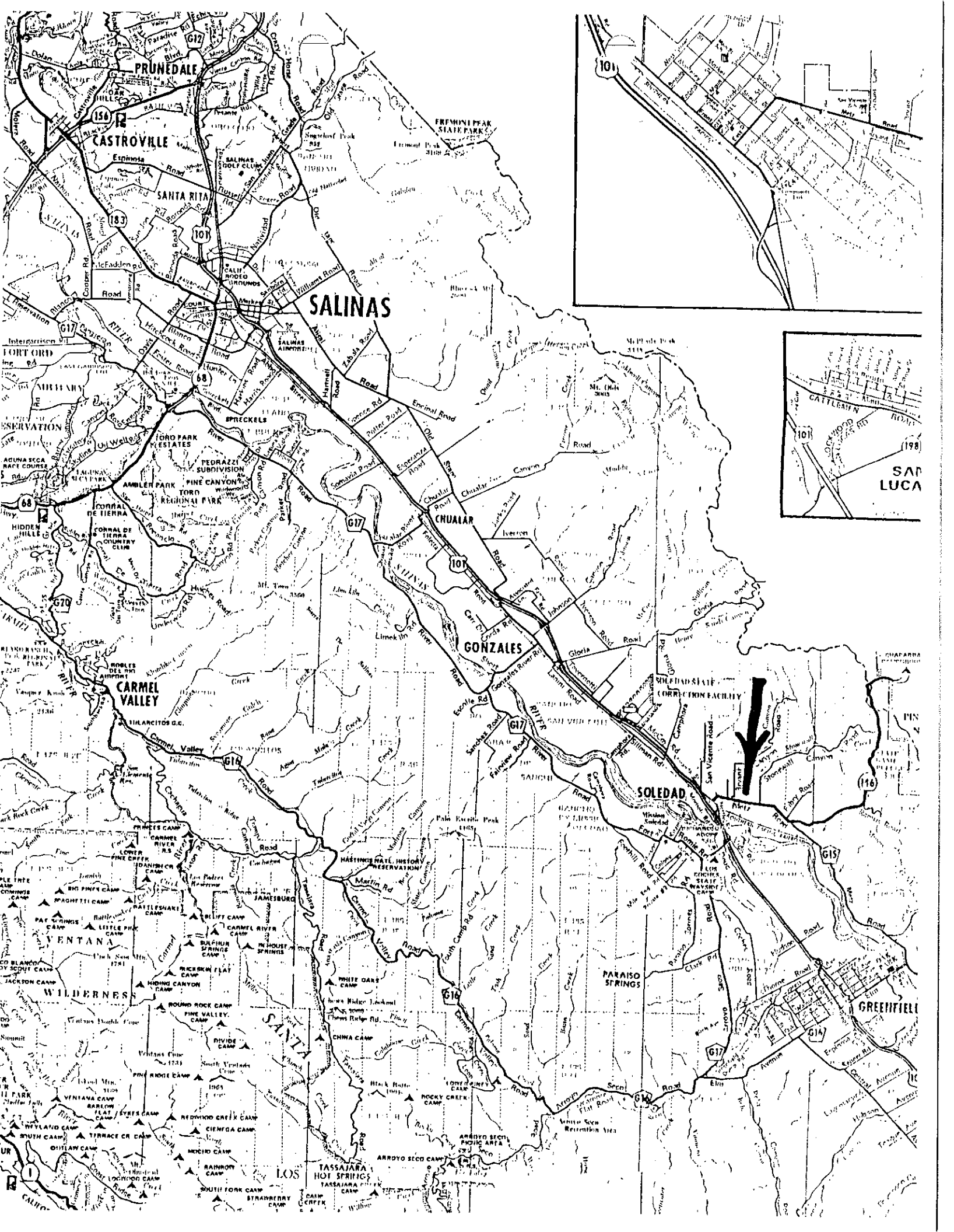
# PINNACLES VINEYARDS (01)







6.2.1 SITE LOCATION - SALINAS VALLEY



PRUNEDALE

CASTROVILLE

SANTA RITA

SALINAS

PRECKELS

CHUALAR

GONZALES

CARMEL VALLEY

SOLEDAD

GREENFIELD

VENTANA

SANTA

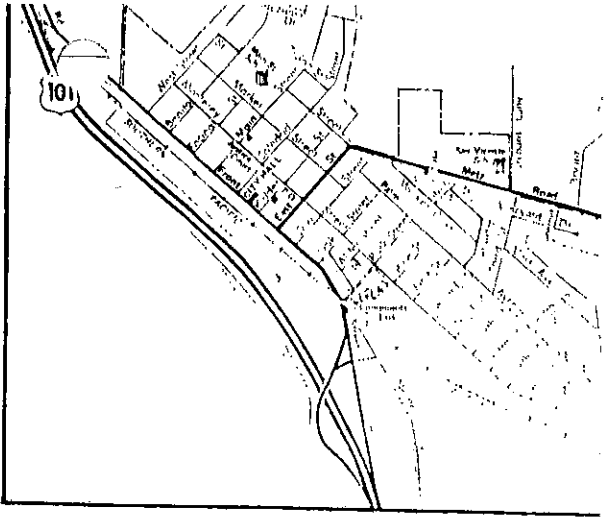
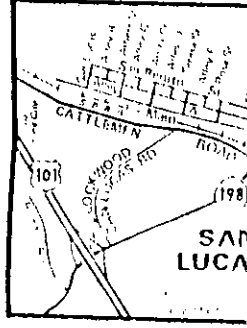
LOS

TASSAJARA

HOT SPRINGS

TASSAJARA

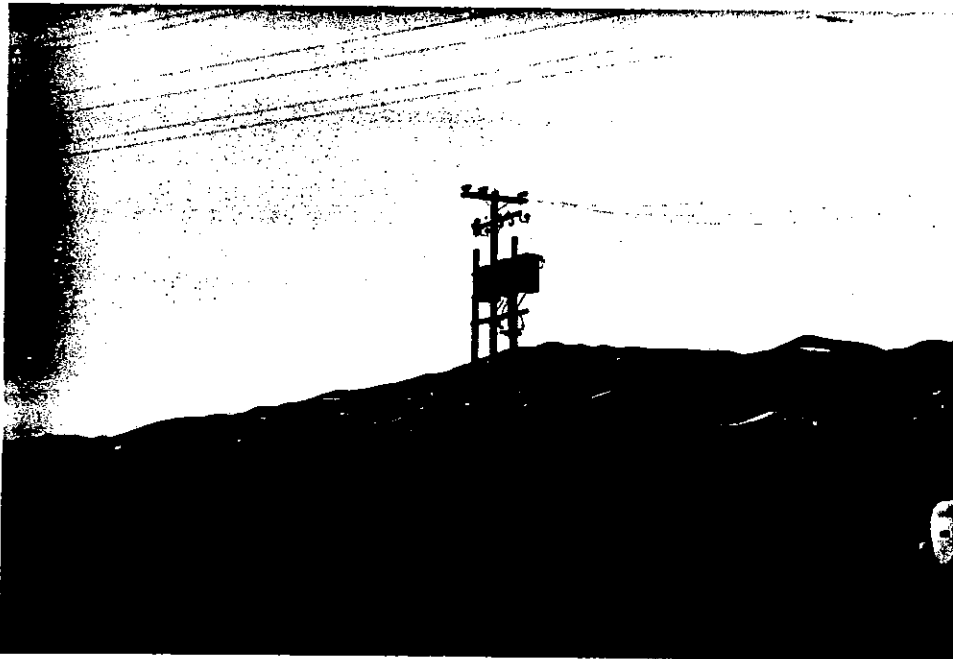
PARAISO SPRINGS



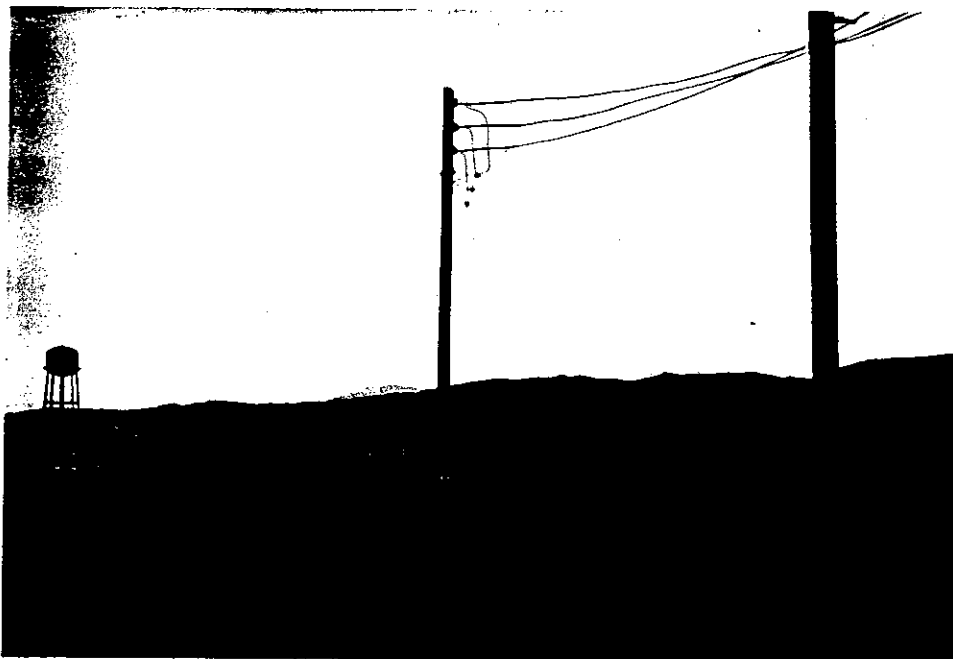
6.2.2 PHOTOGRAPHS OF SITE



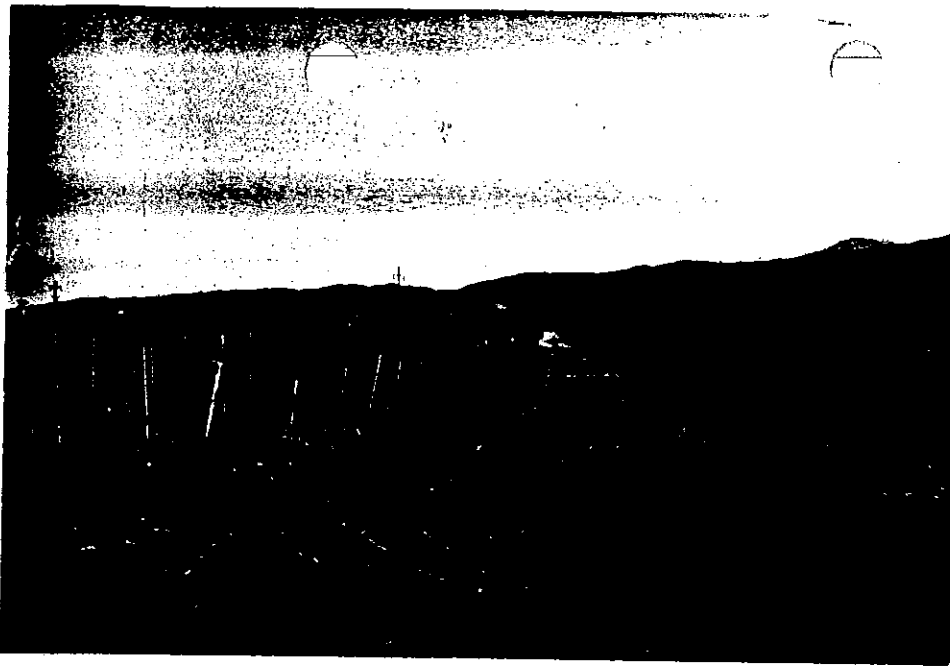
WINERY Nth Sub.  
PARCEL 2



WELL Nth Sub.  
PARCEL 1



WELL Nth Sub.  
PARCEL 1



VINES AND  
BARE GROUND  
Nth Sub,  
PARCEL 1



BARE GROUND  
AND VINES  
Nth Sub,  
PARCEL 1



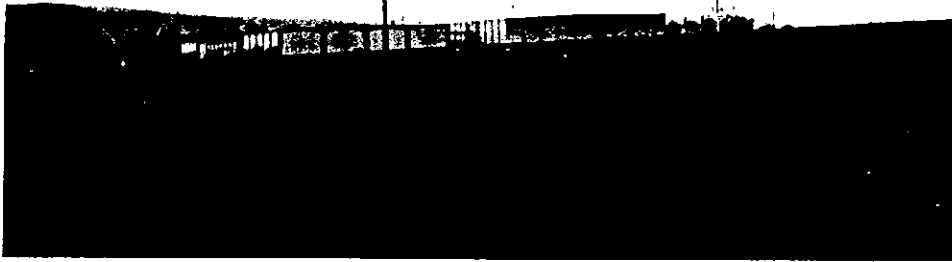
TYPICAL  
VINEYARD  
Nth Sub.  
Parcel 1

METZ RD LOOKING

WEST TOWARD

Nth Sub

PARCEL 1

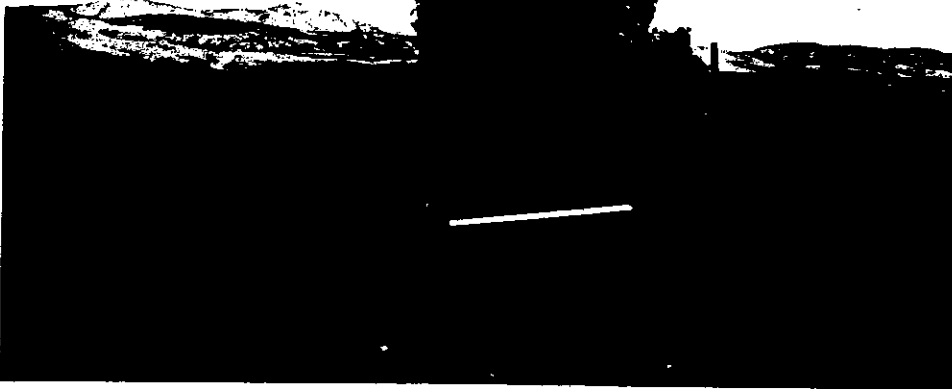


APPROXIMATE

NORTH BOUNDARY

PARCEL 1

Nth Sub.



APPROXIMATE

WESTERN BOUNDARY

PARCEL 2

Sth Sub





BARE GROUND  
AND DRAINAGE LINE  
PARCEL 2  
Sth Sub.



TYPICAL OF VINEYARD  
PARCEL 1  
Sth Sub.



TYPICAL OF VINEYARD  
PARCEL 1  
Sth Sub.

*Before the Board of Supervisors in and for the  
County of Monterey, State of California*

Request from Vintner's International )  
Company for a Division of Land Under a )  
Williamson Act Contract (Agricultural )  
Preserve Contract #71-40), Soledad )  
Area, District No. 3 (PC-6656), )  
Approved; Chairman Authorized to Sign )  
an Amended Contract. . . . . )

Upon motion of Supervisor Shipnuck, seconded by Supervisor Strasser Kauffman, and unanimously carried, the Board hereby approves the request from Vintner's International Company for a division of land under Agricultural Preserve Contract #71-40 with the findings contained in Planning Commission Resolution No. 88-130, and authorizes the Chairman to execute an amended Land Conservation Contract. The Clerk is hereby directed to record the amended Contract.

I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page 22 of Minute Book 61, on August 30, 1988  
Dated: August 30, 1988

ERNEST K. MORISHITA, Clerk of the Board  
of Supervisors, County of Monterey,  
State of California.

By Nancy Lukenell Deputy



LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 30th day of August, 1988, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Vintners International Company, Inc. 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. 71-40) heretofore established by County by Resolution No. 71-40; and

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

NOW, THEREFORE, County and Owner agree as follows:

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

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

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and 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 \_\_\_ day of February, 19\_\_\_, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL.

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

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

5. NO COMPENSATION.

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

6. SUCCESSORS IN INTEREST.

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

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

7. DIVISION OF LAND.

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

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 Department 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 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 subparagraph (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 subparagraph (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 subparagraph (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 subparagraph (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 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

#### 12. COSTS OF LITIGATION.

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

#### 13. ENFORCEMENT.

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

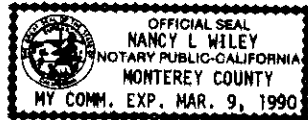
However, such reassessment for the period encompassed by the breach shall not terminate the contract. Reassessment shall be in addition to the other remedies available to the County



State of California )  
 ) ss.  
County of Monterey )

On August 15, 1988, before me Nancy L. Wiley,  
the undersigned Notary Public, personally appeared \_\_\_\_\_  
Frank Terant

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument and acknowledged to me that they executed the same.



WITNESS my hand and official seal.

Nancy L. Wiley  
Notary Public

My Commission expires 3/9/90.

EXHIBIT "B"

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. Dwelling 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 or 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.

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 30th day of August, 1988, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Vintress International Company, Inc. 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. 71-40) heretofore established by County by Resolution No. 71-40; and

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

NOW, THEREFORE, County and Owner agree as follows:

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

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

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and 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 \_\_\_ day of February, 19\_\_\_, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.



4. NOTICE OF NONRENEWAL.

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

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

5. NO COMPENSATION.

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

6. SUCCESSORS IN INTEREST.

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

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

7. DIVISION OF LAND.

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

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 Department 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 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 subparagraph (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 subparagraph (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 subparagraph (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 subparagraph (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 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

#### 12. COSTS OF LITIGATION.

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

#### 13. ENFORCEMENT.

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

However, such reassessment for the period encompassed by the breach shall not terminate the contract. Reassessment shall be in addition to the other remedies available to the County

including, but not limited to, an action to enforce the contract by specific enforcement or injunction under Government Code Section 51251.

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

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

IN WITNESS WHEREOF the parties have caused this contract to be executed by Owner on August 15, 1988 and by County on August 30, 1988.

COUNTY OF MONTEREY

By Marc Del Piero  
Marc Del Piero  
Chair, Board of Supervisors

ACKNOWLEDGEMENT

State of California )  
                          ) ss.  
County of Monterey )

On August 30,           , 1988, before me ERNEST K. MORISHITA, Clerk of the Board of Supervisors, in and for said County and State, personally appeared Marc Del Piero, 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 K. MORISHITA, Clerk of the Board of Supervisors of Monterey County, State of California

By Nancy Luskbill  
Deputy

OWNER(S)

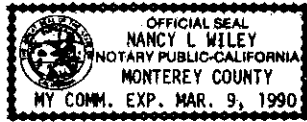
Frank Jant  
EXEC. V.P.

WALTERS INTERNATIONAL CO, INC

State of California )  
 ) ss.  
County of Monterey )

On August 15, 1988, before me Nancy L. Wiley,  
the undersigned Notary Public, personally appeared Frank Jerant

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument and acknowledged to me that they executed the same.



WITNESS my hand and official seal.

Nancy L. Wiley  
Notary Public

My Commission expires 3/9/90.

EXHIBIT "B"

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. Dwelling 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 or 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.

EXHIBIT "B"

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 30th day of August, 19 88, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Vintners International Company, Inc. 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. 71-40) heretofore established by County by Resolution No. 71-40; and

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

NOW, THEREFORE, County and Owner agree as follows:

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

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

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and 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 \_\_\_ day of February, 19\_\_\_, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL.

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

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

5. NO COMPENSATION.

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

6. SUCCESSORS IN INTEREST.

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

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

7. DIVISION OF LAND.

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

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 Department 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 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 subparagraph (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 subparagraph (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 subparagraph (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 subparagraph (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 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

#### 12. COSTS OF LITIGATION.

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

#### 13. ENFORCEMENT.

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

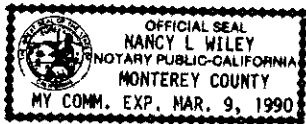
However, such reassessment for the period encompassed by the breach shall not terminate the contract. Reassessment shall be in addition to the other remedies available to the County



State of California )  
 ) ss.  
County of Monterey )

On August 15, 1988, before me Nancy L. Wiley,  
the undersigned Notary Public, personally appeared \_\_\_\_\_  
Frank Jerant

personally known to me (or proved to me on the basis of satisfac-  
tory evidence) to be the person who executed the within instru-  
ment and acknowledged to me that they executed the same.



WITNESS my hand and official seal.

Nancy L. Wiley  
Notary Public

My Commission expires 3/9/90.

EXHIBIT "B"

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. Dwelling 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 or 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.

EXHIBIT "B"

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

Request from Vintner's International )  
Company for a Division of Land Under a )  
Williamson Act Contract (Agricultural )  
Preserve Contract #71-40), Soledad )  
Area, District No. 3 (PC-6656), )  
Approved; Chairman Authorized to Sign )  
an Amended Contract. . . . . )

39658

JUL 20 10 47 AM '89

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

NO FE

Upon motion of Supervisor Shipnuck, seconded by Supervisor Strasser Kauffman, and unanimously carried, the Board hereby approves the request from Vintner's International Company for a division of land under Agricultural Preserve Contract #71-40 with the findings contained in Planning Commission Resolution No. 88-130, and authorizes the Chairman to execute an amended Land Conservation Contract. The Clerk is hereby directed to record the amended Contract.

I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book 61, on August 30, 1988  
Dated: August 30, 1988

ERNEST K. MORISHITA, Clerk of the Board  
of Supervisors, County of Monterey,  
State of California.

By Nancy Lusk Deputy

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 30th day of August, 1988, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Vintners International Company, Inc.

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.         ) heretofore established by County by Resolution No.         ; and

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

NOW, THEREFORE, County and Owner agree as follows:

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

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

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and 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      day of February, 19  , and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL.

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

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

5. NO COMPENSATION.

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

6. SUCCESSORS IN INTEREST.

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

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

7. DIVISION OF LAND.

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

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 Department 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 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 subparagraph (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 subparagraph (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,

Before the Board of Supervisors in and for the County of Monterey, State of California

RECORDED AT REQUEST OF William H. Stoffers

RESOLUTION NO. 71-14-40

FEB 26 1 44 PM '71

Establishing an Agricultural Preserve with Uniform Rules Including Compatible Uses.

OFFICE OF RECORDER COUNTY OF MONTEREY SALINAS, CALIFORNIA

REEL 689 PAGE 645

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, a portion of the land is within one mile of the City of Soledad in the County of Monterey at the time this preserve is created and Notice thereof has been given to said city; 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 foregoing real property located in the County of Monterey, State of California, being within Monterey County Assessor's Parcel Numbers 257-101-29, 257-121-03, 257-101-19, 257-101-24, 257-101-25 and 257-101-27, 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. 71-40.

On motion of Supervisor Tavernetti, seconded by Supervisor Branson, the foregoing resolution is adopted this 26th day of January, 1971, by the following vote:

FEB 26 1971

G 05209

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 subparagraph (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 subparagraph (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 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

12. COSTS OF LITIGATION.

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

13. ENFORCEMENT.

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

However, such reassessment for the period encompassed by the breach shall not terminate the contract. Reassessment shall be in addition to the other remedies available to the County

including, but not limited to, an action to enforce the contract by specific enforcement or injunction under Government Code Section 51251.

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

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

IN WITNESS WHEREOF the parties have caused this contract to be executed by Owner on August 15, 1988 and by County on August 30, 1988

COUNTY OF MONTEREY

By Marc Del Piero  
Marc Del Piero  
Chair, Board of Supervisors

ACKNOWLEDGEMENT

State of California )  
                          ) ss.  
County of Monterey )

On August 30, 1988, before me ERNEST K. MORISHITA, Clerk of the Board of Supervisors, in and for said County and State, personally appeared Marc Del Piero, 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 K. MORISHITA, Clerk of the Board of Supervisors of Monterey County, State of California

By Nancy Rubenbill  
Deputy

OWNER(S)

Frank J. Junt

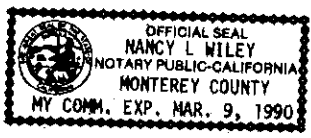
EXEC. V.P.

VIAITMERS INTERNATIONAL CO, INC.

State of California )  
 ) ss.  
County of Monterey )

On August 15, 1988, 1988, before me Nancy L. Wiley,  
the undersigned Notary Public, personally appeared \_\_\_\_\_  
Frank Jerant

personally known to me (or proved to me on the basis of satisfac-  
tory evidence) to be the person who executed the within instru-  
ment and acknowledged to me that ~~she~~ executed the same.



WITNESS my hand and official seal.

Nancy L. Wiley  
Notary Public

My Commission expires 3/9/90.

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. Dwelling 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 or 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.

EXHIBIT ALAND 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.

all that real property situate in the County of Monterey, State of California, described as follows:

PARCEL I:

That certain real property beginning at a corner of a fence on the Northern side of the road leading from the Town of Soledad to Cholone Creek, and being at the point where the line between Lots 1 and 2 of the Partition of the San Vicente Rancho crosses said road, said fence corner being the Southeastern corner of the Soledad Cemetery, and running thence along the fence on the line between said Lots 1 and 2, Var. 15° 30' East, North 1/4° East, 104.59 chains to a white post 6" x 3" x 3' marked L1, L2, SA, JHG, standing in corner of fence on the Northern boundary of said San Vicente Rancho; thence along the Northern boundary of said rancho South 89 3/4° East, 70.74 chains to stake S.V.8, being corner No. 8 of the San Vicente Rancho, as established by the final Official Survey of said rancho; South 1/2° West, 119.78 chains to stake S.V.9, being corner No. 9, of the San Vicente Rancho, as established by the final official survey of said rancho, and located in corner of fence on the Northern side of the road leaving from the Town of Soledad to Cholone Creek; thence along fence on Northern side of said road, North 77 1/2° West, 71.78 chains to place of beginning, and containing 790.3451 acres, more or less, and being situate in the San Vicente Rancho.

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCELS OF LAND:

That certain real property situate in the Rancho San Vicente, in the County of Monterey, State of California, and being a portion of Lot 1, of the Partition of said Rancho, and being a portion of that certain 790.3451 acre tract of land conveyed from Eva Doud Smith, formerly Eva Doud Hickox, to Edwin L. Carty, et al, by deed dated February 3,

1956, recorded February 16, 1956 in Volume 1681 at page 389 therein, Monterey County Official Records, California, and described as follows, to-wit:

(A) As conveyed in the Deed from Edwin L. Carty and Doris C. Carty, John G. Schill and Jane Webster Schill, Henry F. Schill and Frances Ann Schill, to Richard Handley and Flora Handley, his wife, dated April 17, 1957 and recorded May 14, 1957 in Volume 1790 Official Records at page 455, under Recorder's Series No. 13219, Monterey County Records, more particularly described as follows:

Commencing at a 3/4" diameter iron pipe corner, 30" long, standing on the southwesterly boundary line of the said Edwin L. Carty et al, 790.3451 acre tract of land, and on the northeasterly boundary line of the State Highway, (60 feet wide), leading from Soledad to Metz and Pinnacles National Monument, and from which point of commencement, a 3/4" diameter iron pipe corner 30" long, standing where the division line between Lots 1 and 2 of the Partition of the San Vicente Rancho, intersects the northeasterly boundary line of the said State Highway, and at the southeast corner of that certain 2 acre tract of land conveyed from Catalina Munras to The Inhabitants of the Town of Soledad, by Deed dated May 7, 1884, recorded May 31, 1884 in Volume 8 of Deeds at page 361 therein, Records of Monterey County, California, bears North 77° 28' West 102.34 feet distant, and running thence from said point of commencement

(1) South 77° 28' East, 210.83 feet along the southwesterly boundary line of the said Edwin L. Carty et al, 790.3451 acre tract of land, and along the northeasterly boundary line of the said State Highway, to a 3/4" diameter iron pipe corner, 30 inches long, thence, leaving said boundary line and running,

(2) North 0° 15' East, at 100.0 feet a 3/4" diameter iron pipe 30 inches long, standing on line and continue, 1150.11 feet to a 3/4" diameter iron pipe corner, 30" long, thence,



(3) North 89° 45' West, 206.0 feet to a 3/4" diameter iron pipe corner, 30" long, and from which a 4" x 4" survey post standing in the division line between the said Lots 1 and 2 of the Partition of the Rancho San Vicente, on the west boundary of the said Edwin L. Carty, et al, 790.3451 acre tract of land, and at the most northern corner of lands of Soledad Cemetery District, bears North 89° 45' West, 100.0 feet distant, and thence,

(4) South 0° 15' West, 1105.26 feet, at 1005.26 feet a 3/4" diameter iron pipe 30" long, standing on line and continue, 1105.26 feet to the place of commencement.

Containing an area of 5.3329 acres, more or less.

(B) As conveyed in the Deed from Edwin L. Carty and Doris C. Carty, his wife, John G. Schill and Jane Webster Schill, his wife, Henry F. Schill and Frances Ann Schill, his wife, said Jane Webster Schill also known as Jane W. Schill, to Soledad Cemetery District, a body politic and corporate, dated May 3, 1957 and recorded August 21, 1957 in Volume 1812 Official Records at page 90, under Recorder's Series No. 23191, Monterey County Records, more particularly described as follows:

Commencing at a 3/4" diameter iron pipe 30" long, standing where the division line between Lots 1 and 2, of the Partition of the San Vicente Rancho, intersects the northeasterly boundary of the State

Highway, (60 feet wide), leading from Soledad to Metz, and Pinnacles National Monument, and at the southeast corner of that certain 2 acre tract of land conveyed from Catalina Munras to The Inhabitants of the Town of Soledad, by Deed dated May 7, 1884, recorded May 31, 1884, in Volume 8 of Deeds at page 361, therein, Records of Monterey County, California, said point of commencement being also the southwest corner of the above mentioned Edwin L. Carty, et al, 790.3451 acre tract of land, and running thence from said point of commencement

(1) South 77° 28' East, along the northeasterly boundary line of the said State Highway leading from Soledad to Metz and Pinnacles National Monument, and along the southwesterly boundary line of the said Edwin L. Carty, et al, 790.3451 acre tract of land, 102.34 feet to a 3/4" diameter iron pipe 30 inches long, thence leaving said last mentioned boundary line, and running,

(2) North 0° 15' East, at 100.0 feet a 3/4" diameter iron pipe 30 inches long standing on line and continue, 1105.26 feet to a 3/4" diameter iron pipe 30 inches long, thence,

(3) North 89° 45' West, 100.0 feet to a 4" x 4" survey post set in the fenced boundary line between Lots 1 and 2 of the Partition of the San Vicente Rancho, by the County of Monterey, for the purpose of the realignment of the County Road, (40 feet wide), leading to Bryant Canon, and at the most northern corner of land of the Soledad Cemetery District, and on the west boundary line of the said Edwin L. Carty, et al, 790.3451 acre tract of land, and thence,

(4) South 0° 15' West, along the fenced boundary between Lots 1 and 2 of the Rancho San Vicente, and the west boundary of the said Edwin L. Carty 790.3451 acre tract of land and the easterly boundary line of land of said Soledad Cemetery District, 1083.48 feet to the place of commencement.

Containing an area of 2.5123 acres, more or less.

That certain real property situate in the Rancho San Vicente, in the County of Monterey, State of California, and being a portion of Lot 1, of the partition of said Rancho, and being a portion of that certain 782.2703 acre tract of land conveyed from Edwin L. Carty, et al, to Paul Masson, Inc., a California Corporation, by deed dated July 26, 1961, recorded August 17, 1961, in Book 2174, page 279 therein, Monterey County Official Records, California, more particularly described as follows:

Commencing at a point on the southwesterly boundary line of the said Paul Masson, Inc., 782.2703 acre tract of land and on the northeasterly boundary line of the State Highway, (60 feet wide) leading from Soledad to Metz and Pinnacles National Monument, and from which point of commencement, the division line between Lots 1 and 2 of the Partition of the San Vicente Rancho, intersects the northeasterly boundary line of the said State Highway, and at the southeast corner of that certain 2 acre tract of land conveyed from Catalina Munras to the Inhabitants of the Town of Soledad, by Deed dated May 7, 1884, recorded May 31, 1884 in Volume 8 of Deeds at page 361 therein, Records of Monterey County, California, bears north  $77^{\circ} 28'$  West 518.17 feet distant, and running thence from said point of commencement:

- 1) South  $77^{\circ} 28'$  East 1,400.00 feet along the southwesterly boundary line of the said Paul Masson, Inc., 782.2703 acre tract of land and along the northeasterly boundary line of the said State Highway, thence, leaving said boundary line and running,
  - 2) North  $12^{\circ} 32'$  East 800.00 feet, thence,
  - 3) North  $77^{\circ} 28'$  West 1,400.00 feet, thence,
  - 4) South  $12^{\circ} 32'$  West 800.00 feet to the place of commencement.
- Containing an area of 25.7116 acres, more or less.

PARCEL II:

That certain real property situate in the Rancho San Vicente, County of Monterey, State of California, described as follows:

A part of Lot 1 of the partition of the Rancho San Vicente and being a portion of that certain 847.985 acre tract of land described in deeds from San Vicente Land Company, to Martin C. Baker, as trustee, under the Nettie Doud Baker Trust, recorded November 22, 1963 in Reel 253 at pages 376 and 379 therein, Official Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at a 4" x 4" post marked J.H.G. standing in the Southerly line of the Soledad-Pinnacle State Highway (60 feet wide) at the Northeasterly corner of the above mentioned 847.985 acre tract, and running thence along the Southerly line of the Soledad-Pinnacle State Highway the following (2) courses

(1) North 89°05' West, 1,740.19 feet to a 1½ inch diameter iron pipe; thence

(2) North 77°12' West, 4,146.46 feet to a 1 inch diameter iron bar standing at the Northeasterly corner of that certain 10.0, more or less, acre tract as conveyed from Nettie T. Baker, et al, to J. William Franscioni, et ux, by deed dated December 7, 1933, and recorded in Volume 376 at page 434, Official Records of Monterey County, California, and running thence along the Easterly and Southerly lines of the above mentioned 10.0 acre tract the following (2) courses

(3) South 00°32' West, 731.00 feet to a 1 inch diameter iron bar; thence

(4) North 77°16'30" West, 609.25 feet to a 1 inch diameter iron bar standing in the Westerly line of the aforementioned 847.985 acre tract; thence run along said Westerly line

(5) South 00°30' West, at 2,185.70 feet a 4" x 4" post standing in the Northerly line of the Southern Pacific Railroad Company Right of Way, 100 feet wide, as conveyed from Francis Doud to the Southern Pacific Railroad Company, by those certain Deeds dated January 31, 1883 and recorded in Volume 5 of Deeds at page 350, and by deed dated May 5, 1886 and recorded in Volume 11 of Deeds at page 256, Records of Monterey County, California, and continuing 3403.90 feet to a ¾ inch diameter iron pipe; thence leave said Westerly line of the 847.985 acre tract and run along the top of a bluff the following (19) courses

(6) North 81°52' East, 178.50 feet to a ¾ inch diameter iron pipe; thence

(7) North 70°35' East, 413.25 feet to a ¾ inch diameter iron pipe; thence

(8) North 85°00' East, 384.84 feet to a ¾ inch diameter iron pipe; thence

(9) South 80°28' East, 359.90 feet to a ¾ inch diameter iron pipe; thence

(continued)

Parcel II: (continued)

- (10) South 67°30' East, 221.13 feet to a 3/4 inch diameter iron pipe;  
thence
- (11) South 62°17' East, 465.40 feet to a 3/4 inch diameter iron pipe;  
thence
- (12) South 80°02' East, 98.21 feet to a 3/4 inch diameter iron pipe;  
thence
- (13) South 61°52' East, 503.70 feet to a 3/4 inch diameter iron pipe;  
thence
- (14) South 13°14'30" East, 94.76 feet to a 3/4 inch diameter iron pipe;  
thence
- (15) South 57°55'30" East, 413.65 feet to a 3/4 inch diameter iron pipe;  
thence
- (16) South 53°40'30" East, 381.95 feet to a 3/4 inch diameter iron pipe;  
thence
- (17) South 40°15' East, 444.69 feet to a 3/4 inch diameter iron pipe;  
thence
- (18) South 61°26' East, 465.13 feet to a 3/4 inch diameter iron pipe;  
thence
- (19) South 74°20' East, 235.91 feet to a 3/4 inch diameter iron pipe;  
thence
- (20) North 89°59' East, 427.78 feet to a 3/4 inch diameter iron pipe;  
thence
- (21) South 63°55' East, 849.00 feet to a 3/4 inch diameter iron pipe;  
thence
- (22) South 48°35' East, 293.99 feet to a 3/4 inch diameter iron pipe;  
thence
- (23) North 85°06' East, 642.59 feet to a 3/4 inch diameter iron pipe;  
thence
- (24) South 71°23'30" East, 269.71 feet to a 3/4 inch diameter iron pipe  
standing in the Easterly line of the aforementioned 847.985 acre tract;  
thence run along said Easterly line
- (25) North 00°28' East, at 1,163.69 feet, a 4" x 4" post standing in the  
Northerly line of the aforementioned Southern Pacific Railroad Company  
Right of way (100 feet wide) and continuing, 5,235.76 feet to the place  
of beginning, containing 638.361 acres of land, more or less.

(continued)

Parcel II: (continued)

EXCEPTING THEREFROM all that portion conveyed by Francis Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and recorded in Volume 5 of Deeds at page 350 and by deed dated May 5, 1886 and recorded in Volume 11 of Deeds at page 256 Monterey County Records, containing 12.98 acres of land more or less.

ALSO EXCEPTING therefrom, the following two parcels of land being more particularly described as follows:

PARCEL I:

Beginning at the point on the Westerly line of the above described 638.361 acre tract where it intersects the Northerly line of Palm Avenue (80 feet wide) and run thence from said point of beginning

- (1) South 50°59' East, 76.68 feet; thence
- (2) South 00°30' West, 755.11 feet; thence
- (3) South 67°27' East, 1,191.12 feet; thence
- (4) South 17°33' West, 60.23 feet, to the Northerly line of the Southern Pacific Railroad Company Right of way; thence along said Northerly line
- (5) North 67°27' West, 1,236.80 feet, to the Westerly line of the 638.361 acre tract; thence along said Westerly line
- (6) North 00°30' East, 843.29 feet to the place of beginning

Containing 2.773 Acres, more or less.

PARCEL II:

Beginning at a 3/4 inch diameter iron pipe standing at the most South-westerly corner of the above described 638.361 acre tract of land, said point being the Southerly terminus of course numbered (5) of said above description, to-wit:

South 00°30' West, 3,403.90 feet; and running thence along the Westerly line of said 638.361 acre tract

- (1) North 00°30' East, 194.50 feet; thence leave the Westerly line and run
- (2) South 89°30' East, 138.15 feet; thence
- (3) South 61°19'32" East, 148.79 feet; thence
- (4) North 70°35' East, 300.37 feet; thence
- (5) North 85°00' East, 384.86 feet; thence
- (6) North 17°33' East, 435.87 feet to the Southerly line of the Southern Pacific Railroad Company Right of way; thence along the Southerly line of the Railroad Right of way,

(continued)

(continued)

- (7) South 67°27' East, 60.23 feet; thence leave said right of way and run
  - (8) South 17°33' West, 478.91 feet to the Southerly line of the above mentioned 638.361 acre tract; thence along said Southerly line
  - (9) North 80°28' West, 30.30 feet; thence
  - (10) South 85°00' West, 384.84 feet; thence
  - (11) South 70°35' West, 413.25 feet; thence
  - (12) South 81°52' West, 178.50 feet to the place of beginning
- Containing 2.553 acres, more or less.

Leaving a net area of 620.055 acres of land, more or less.

Also, all rights of ingress and egress over, across the above described Parcel I and Parcel II.

Also an easement for drainage purposes over and along a strip of land 30 feet wide, the centerline of which is described as follows:

Beginning at a point on the Southerly boundary of the above described 638.361 acre tract of land, from which the Southeasterly terminus of course numbered (13) as stated in the above description of said 638.361 acre tract to-wit:

South 61°52' East, 503.70 feet, bears South 61°52' East, 115.00 feet distant; thence from the point of beginning run

- (1) South 25°40' West, to the main channel of the Salinas River.

PARCEL III:

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

Certain real property situate in Lot 1 of the Rancho San Vicente in the County of Monterey, State of California, being a part of that certain 1,227.493 acre tract of land described in Deed from Martin Cole Baker to Catherine E. Baker, dated April 5, 1945, and recorded in Volume 863 of Official Records, at page 356, records of said county, said part being particularly described as follows:

BEGINNING at a point in the centerline of the Soledad-Pinnacles State Highway (a 60 foot road one time known as the Soledad-Metz County Road) from which a 1-1/2" diameter iron pipe with a 4" x 4"x16" redwood post on top standing at the westerly corner of that certain five acre tract of land described in Deed from Francis Doud to Coalinga Oil Transportation Company, a corporation, dated August 12, 1905, and recorded in Volume 86 of Deeds, at page 129, records of said county, bears North 43° 00' 07" East, 30.01 feet distant and running thence along said road centerline and its production northwesterly

- (1) North 45° 00' 38" West, 2,956.08 feet to a 1" diameter iron pipe with a 4" x 4" x 16" redwood post on top standing in the northerly line of said State Highway and the boundary common to said Rancho San Vicente and Fractional Section 26 of Township 17 South, Range 6 East, Mount Diablo Meridian; thence along said northerly road line and Rancho boundary
- (2) North 89° 20' West, 853.86 feet to a 2" x 2" hub from which a 2" x 3" redwood post standing at the southeasterly corner of that certain 5.00 acre tract of land shown on map entitled "Record of Survey" recorded November 15, 1960, in Volume X-2 of Surveys at page 134, records of said County, bears along said road line South 89° 20' East, 192.98 feet distant; thence leave said Rancho boundary and road line and running
- (3) South 0° 23' 30" West, 4,190.54 feet, at 60.0 feet the northwest corner of said 1,227.493 acre tract of land and now along the westerly boundary thereof, at 66.0 feet an old 4" x 4" post, at 4,139.08 feet an old 4" x 4" post in northeasterly fence of Southern Pacific Railroad right of way, 4,190.54 feet to a point in the centerline of said right of way (100 feet wide at this point); thence leave said westerly boundary and running along said railroad right of way centerline
- (4) South 75° 20' 45" East, 4,268.73 feet, at 2,195.1 feet a point designated "A" in the centerline of a private road crossing, 4,268.73 feet to a nail, thence leave said right of way
- (5) North 38° 44' East, 59.94 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (6) North 79° 29' 30" East, 595.6 feet to a 1-1/2" diameter iron pipe on top of a bank; thence

(Continued)

- (7) North 83° 08' East, 741.9 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (8) North 87° 55' 30" East, 329.92 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (9) South 89° 11' East, 467.7 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (10) North 38° 52' 45" East, 238.54 feet to a point in the centerline of the Soledad-Metz Road (a county road 60 feet wide as constructed and traveled); thence along said road centerline
- (11) North 48° 10' 20" West, 307.6 feet; thence
- (12) North 53° 47' West, 3,259.04 feet; thence
- (13) North 45° 00' 38" West, 855.46 feet , at 274.97 feet a point designated "B" 855.46 feet to the place of beginning.

CONTAINING an area of 385.308 acres of land, more or less.

EXCEPTING, however, the interest of the Southern Pacific Railroad in all that portion lying within its right of way consisting of 6.779 acres of land, leaving a net area of 378.529 acres of land, more or less.

SUBJECT to the interest of the County of Monterey in all that portion lying within the limits of said county road consisting of 2.456 acres of land and subject to the interest of the State of California in that portion lying within the limits of said State Highway consisting of 3.801 acres of land, leaving a net area of 372.272 acres of land, more or less.

Courses all true.

**END OF DOCUMENT**



*William H. Stoffers*

FEB 26 1 44 PM '71

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA **NO. 512**

LAND CONSERVATION CONTRACT

REEL 689 PAGE 656

THIS CONTRACT made and entered into this 19th day of February 19 71, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and PAUL MASSON, INC., a corporation 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. 71-40) heretofore established by County by Resolution No. 71-14-40; 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

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FEB 26 1971

February, 1971, 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 16, 1971 and by County on February 19, 1971.



COUNTY OF MONTEREY

By Arthur Atteridge  
Chairman, Board of Supervisors

STATE OF CALIFORNIA }  
COUNTY OF MONTEREY } ss

On this 19th day of February, 19 71, 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 Arthur Atteridge, 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. Hatake  
Deputy

PAUL MASSON, INC., A corporation

By W. L. [Signature] Vice Pres.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } SS

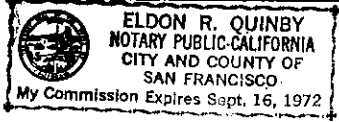
On this 16th day of FEB., 19 71, before me  
\_\_\_\_\_, A Notary Public in and for  
the County of SAN FRANCISCO, State of California,  
residing therein, duly commissioned and sworn, personally appeared  
ALBERT HAFT

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

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

Eldon R. Quinby  
Notary Public in and for the City & County of San Francisco  
State of California.

My Commission Expires \_\_\_\_\_



all that real property situate in the County of Monterey, State of California, described as follows:

PARCEL I:

That certain real property beginning at a corner of a fence on the Northern side of the road leading from the Town of Soledad to Cholone Creek, and being at the point where the line between Lots 1 and 2 of the Partition of the San Vicente Rancho crosses said road, said fence corner being the Southeastern corner of the Soledad Cemetery, and running thence along the fence on the line between said Lots 1 and 2, Var. 15° 30' East, North 1/4° East, 104.59 chains to a white post 6" x 3" x 3' marked L1, L2, SA; JHG, standing in corner of fence on the Northern boundary of said San Vicente Rancho; thence along the Northern boundary of said rancho South 89 3/4° East, 70.74 chains to stake S.V.8, being corner No. 8 of the San Vicente Rancho, as established by the final Official Survey of said rancho; South 1/2° West, 119.78 chains to stake S.V.9, being corner No. 9, of the San Vicente Rancho, as established by the final official survey of said rancho, and located in corner of fence on the Northern side of the road leaving from the Town of Soledad to Cholone Creek; thence along fence on Northern side of said road, North 77 1/2° West, 71.78 chains to place of beginning, and containing 790.3451 acres, more or less, and being situate in the San Vicente Rancho.

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCELS OF LAND:

That certain real property situate in the Rancho San Vicente, in the County of Monterey, State of California, and being a portion of Lot 1, of the Partition of said Rancho, and being a portion of that certain 790.3451 acre tract of land conveyed from Eva Doud Smith, formerly Eva Doud Hickox, to Edwin L. Carty, et al, by deed dated February 3, 1956, recorded February 16, 1956 in Volume 1681 at page 389 therein, Monterey County Official Records, California, and described as follows, to-wit:

(A) As conveyed in the Deed from Edwin L. Carty and Doris C. Carty, John G. Schill and Jane Webster Schill, Henry F. Schill and Frances Ann Schill, to Richard Handley and Flora Handley, his wife, dated April 17, 1957 and recorded May 14, 1957 in Volume 1790 Official Records at page 455, under Recorder's Series No. 13219, Monterey County Records, more particularly described as follows:

Commencing at a 3/4" diameter iron pipe corner, 30" long, standing on the southwesterly boundary line of the said Edwin L. Carty et al, 790.3451 acre tract of land, and on the northeasterly boundary line of the State Highway, (60 feet wide), leading from Soledad to Metz and Pinnacles National Monument, and from which point of commencement, a 3/4" diameter iron pipe corner 30" long, standing where the division line between Lots 1 and 2 of the Partition of the San Vicente Rancho, intersects the northeasterly boundary line of the said State Highway, and at the southeast corner of that certain 2 acre tract of land conveyed from Catalina Munras to The Inhabitants of the Town of Soledad, by Deed dated May 7, 1884, recorded May 31, 1884 in Volume 8 of Deeds at page 361 therein, Records of Monterey County, California, bears North 77° 28' West 102.34 feet distant, and running thence from said point of commencement

(1) South 77° 28' East, 210.83 feet along the southwesterly boundary line of the said Edwin L. Carty et al, 790.3451 acre tract of land, and along the northeasterly boundary line of the said State Highway, to a 3/4" diameter iron pipe corner, 30 inches long, thence, leaving said boundary line and running,

(2) North 0° 15' East, at 100.0 feet a 3/4" diameter iron pipe 30 inches long, standing on line and continue, 1150.11 feet to a 3/4" diameter iron pipe corner, 30" long, thence,

(3) North 89° 45' West, 206.0 feet to a 3/4" diameter iron pipe corner, 30" long, and from which a 4" x 4" survey post standing in the division line between the said Lots 1 and 2 of the Partition of the Rancho San Vicente, on the west boundary of the said Edwin L. Carty, et al, 790.3451 acre tract of land, and at the most northern corner of lands of Soledad Cemetery District, bears North 89° 45' West, 100.0 feet distant, and thence,

(4) South 0° 15' West, 1105.26 feet, at 1005.26 feet a 3/4" diameter iron pipe 30" long, standing on line and continue, 1105.26 feet to the place of commencement.

Containing an area of 5.3329 acres, more or less.

(B) As conveyed in the Deed from Edwin L. Carty and Doris C. Carty, his wife, John G. Schill and Jane Webster Schill, his wife, Henry F. Schill and Frances Ann Schill, his wife, said Jane Webster Schill also known as Jane W. Schill, to Soledad Cemetery District, a body politic and corporate, dated May 3, 1957 and recorded August 21, 1957 in Volume 1812 Official Records at page 90, under Recorder's Series No. 23191, Monterey County Records, more particularly described as follows:

Commencing at a 3/4" diameter iron pipe 30" long, standing where the division line between Lots 1 and 2, of the Partition of the San Vicente Rancho, intersects the northeasterly boundary of the State

Highway, (60 feet wide), leading from Soledad to Metz, and Pinnacles National Monument, and at the southeast corner of that certain 2 acre tract of land conveyed from Catalina Munras to The Inhabitants of the Town of Soledad, by Deed dated May 7, 1884, recorded May 31, 1884, in Volume 8 of Deeds at page 361, therein, Records of Monterey County, California, said point of commencement being also the southwest corner of the above mentioned Edwin L. Carty, et al, 790.3451 acre tract of land, and running thence from said point of commencement

(1) South 77° 28' East, along the northeasterly boundary line of the said State Highway leading from Soledad to Metz and Pinnacles National Monument, and along the southwesterly boundary line of the said Edwin L. Carty, et al, 790.3451 acre tract of land, 102.34 feet to a 3/4" diameter iron pipe 30 inches long, thence leaving said last mentioned boundary line, and running,

(2) North 0° 15' East, at 100.0 feet a 3/4" diameter iron pipe 30 inches long standing on line and continue, 1105.26 feet to a 3/4" diameter iron pipe 30 inches long, thence,

(3) North 89° 45' West, 100.0 feet to a 4" x 4" survey post set in the fenced boundary line between Lots 1 and 2 of the Partition of the San Vicente Rancho, by the County of Monterey, for the purpose of the realignment of the County Road, (40 feet wide), leading to Bryant Canon, and at the most northern corner of land of the Soledad Cemetery District, and on the west boundary line of the said Edwin L. Carty, et al, 790.3451 acre tract of land, and thence,

(4) South 0° 15' West, along the fenced boundary between Lots 1 and 2 of the Rancho San Vicente, and the west boundary of the said Edwin L. Carty 790.3451 acre tract of land and the easterly boundary line of land of said Soledad Cemetery District, 1083.48 feet to the place of commencement.

Containing an area of 2.5123 acres, more or less.



That certain real property situate in the Rancho San Vicente, in the County of Monterey, State of California, and being a portion of Lot 1, of the partition of said Rancho, and being a portion of that certain 782,2703 acre tract of land conveyed from Edwin L. Carty, et al, to Paul Masson, Inc., a California Corporation, be deed dated July 26, 1961, recorded August 17, 1961, in Book 2174, page 279 therein, Monterey County Official Records, California, more particularly described as follows:

Commencing at a point on the southwesterly boundary line of the said Paul Masson, Inc., 782.2703 acre tract of land and on the northeasterly boundary line of the State Highway, (60 feet wide) leading from Soledad to Metz and Pinnacles National Monument, and from which point of commencement, the division line between Lots 1 and 2 of the Partition of the San Vicente Rancho, intersects the northeasterly boundary line of the said State Highway, and at the southeast corner of that certain 2 acre tract of land conveyed from Catalina Munras to the Inhabitants of the Town of Soledad, by Deed dated May 7, 1884, recorded May 31, 1884 in Volume 8 of Deeds at page 361 therein, Records of Monterey County, California, bears north  $77^{\circ} 28'$  West 518.17 feet distant, and running thence from said point of commencement:

- 1) South  $77^{\circ} 28'$  East 1,400.00 feet along the southwesterly boundary line of the said Paul Masson, Inc., 782.2703 acre tract of land and along the northeasterly boundary line of the said State Highway, thence, leaving said boundary line and running,
  - 2) North  $12^{\circ} 32'$  East 800.00 feet, thence,
  - 3) North  $77^{\circ} 28'$  West 1,400.00 feet, thence,
  - 4) South  $12^{\circ} 32'$  West 800.00 feet to the place of commencement.
- Containing an area of 25.7116 acres, more or less.

PARCEL II:

That certain real property situate in the Rancho San Vicente, County of Monterey, State of California, described as follows:

A part of Lot 1 of the partition of the Rancho San Vicente and being a portion of that certain 847.985 acre tract of land described in deeds from San Vicente Land Company, to Martin C. Baker, as trustee, under the Nettie Doud Baker Trust, recorded November 22, 1963 in Reel 253 at pages 376 and 379 therein, Official Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at a 4" x 4" post marked J.H.G. standing in the Southerly line of the Soledad-Pinnacle State Highway (60 feet wide) at the Northeasterly corner of the above mentioned 847.985 acre tract, and running thence along the Southerly line of the Soledad-Pinnacle State Highway the following (2) courses

(1) North 89°05' West, 1,740.19 feet to a 1½ inch diameter iron pipe; thence

(2) North 77°12' West, 4,146.46 feet to a 1 inch diameter iron bar standing at the Northeasterly corner of that certain 10.0, more or less, acre tract as conveyed from Nettie T. Baker, et al, to J. William Franscioni, et ux, by deed dated December 7, 1933, and recorded in Volume 376 at page 434, Official Records of Monterey County, California, and running thence along the Easterly and Southerly lines of the above mentioned 10.0 acre tract the following (2) courses

(3) South 00°32' West, 731.00 feet to a 1 inch diameter iron bar; thence

(4) North 77°16'30" West, 609.25 feet to a 1 inch diameter iron bar standing in the Westerly line of the aforementioned 847.985 acre tract; thence run along said Westerly line

(5) South 00°30' West, at 2,185.70 feet a 4" x 4" post standing in the Northerly line of the Southern Pacific Railroad Company Right of Way, 100 feet wide, as conveyed from Francis Doud to the Southern Pacific Railroad Company, by those certain Deeds dated January 31, 1883 and recorded in Volume 5 of Deeds at page 350, and by deed dated May 5, 1886 and recorded in Volume 11 of Deeds at page 256, Records of Monterey County, California, and continuing 3403.90 feet to a ¾ inch diameter iron pipe; thence leave said Westerly line of the 847.985 acre tract and run along the top of a bluff the following (19) courses

(6) North 81°52' East, 178.50 feet to a ¾ inch diameter iron pipe; thence

(7) North 70°35' East, 413.25 feet to a ¾ inch diameter iron pipe; thence

(8) North 85°00' East, 384.84 feet to a ¾ inch diameter iron pipe; thence

(9) South 80°28' East, 359.90 feet to a ¾ inch diameter iron pipe; thence

(continued)

Parcel II: (continued)

- (10) South 67°30' East, 221.13 feet to a 3/4 inch diameter iron pipe;  
thence
- (11) South 62°17' East, 465.40 feet to a 3/4 inch diameter iron pipe;  
thence
- (12) South 80°02' East, 98.21 feet to a 3/4 inch diameter iron pipe;  
thence
- (13) South 61°52' East, 503.70 feet to a 3/4 inch diameter iron pipe;  
thence
- (14) South 13°14'30" East, 94.76 feet to a 3/4 inch diameter iron pipe;  
thence
- (15) South 57°55'30" East, 413.65 feet to a 3/4 inch diameter iron pipe;  
thence
- (16) South 53°40'30" East, 381.95 feet to a 3/4 inch diameter iron pipe;  
thence
- (17) South 40°15' East, 444.69 feet to a 3/4 inch diameter iron pipe;  
thence
- (18) South 61°26' East, 465.13 feet to a 3/4 inch diameter iron pipe;  
thence
- (19) South 74°20' East, 235.91 feet to a 3/4 inch diameter iron pipe;  
thence
- (20) North 89°59' East, 427.78 feet to a 3/4 inch diameter iron pipe;  
thence
- (21) South 63°55' East, 849.00 feet to a 3/4 inch diameter iron pipe;  
thence
- (22) South 48°35' East, 293.99 feet to a 3/4 inch diameter iron pipe;  
thence
- (23) North 85°06' East, 642.59 feet to a 3/4 inch diameter iron pipe;  
thence
- (24) South 71°23'30" East, 269.71 feet to a 3/4 inch diameter iron pipe  
standing in the Easterly line of the aforementioned 847.985 acre tract;  
thence run along said Easterly line
- (25) North 00°28' East, at 1,163.69 feet, a 4" x 4" post standing in the  
Northerly line of the aforementioned Southern Pacific Railroad Company  
Right of way (100 feet wide) and continuing, 5,235.76 feet to the place  
of beginning, containing 638.361 acres of land, more or less.

(continued)

Parcel II: (continued)

EXCEPTING THEREFROM all that portion conveyed by Francis Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and recorded in Volume 5 of Deeds at page 350 and by deed dated May 5, 1886 and recorded in Volume 11 of Deeds at page 256 Monterey County Records, containing 12.98 acres of land more or less.

ALSO EXCEPTING therefrom, the following two parcels of land being more particularly described as follows:

PARCEL I:

Beginning at the point on the Westerly line of the above described 638.361 acre tract where it intersects the Northerly line of Palm Avenue (80 feet wide) and run thence from said point of beginning

- (1) South 50°59' East, 76.68 feet; thence
- (2) South 00°30' West, 755.11 feet; thence
- (3) South 67°27' East, 1,191.12 feet; thence
- (4) South 17°33' West, 60.23 feet, to the Northerly line of the Southern Pacific Railroad Company Right of way; thence along said Northerly line
- (5) North 67°27' West, 1,236.80 feet, to the Westerly line of the 638.361 acre tract; thence along said Westerly line
- (6) North 00°30' East, 843.29 feet to the place of beginning

Containing 2.773 Acres, more or less.

PARCEL II:

Beginning at a 3/4 inch diameter iron pipe standing at the most South-westerly corner of the above described 638.361 acre tract of land, said point being the Southerly terminus of course numbered (5) of said above description, to-wit:

South 00°30' West, 3,403.90 feet; and running thence along the Westerly line of said 638.361 acre tract

- (1) North 00°30' East, 194.50 feet; thence leave the Westerly line and run
- (2) South 89°30' East, 138.15 feet; thence
- (3) South 61°19'32" East, 148.79 feet; thence
- (4) North 70°35' East, 300.37 feet; thence
- (5) North 85°00' East, 384.86 feet; thence
- (6) North 17°33' East, 435.87 feet to the Southerly line of the Southern Pacific Railroad Company Right of way; thence along the Southerly line of the Railroad Right of way,

(continued)

(continued)

(7) South 67°27' East, 60.23 feet; thence leave said right of way and run

(8) South 17°33' West, 478.91 feet to the Southerly line of the above mentioned 638.361 acre tract; thence along said Southerly line

(9) North 80°28' West, 30.30 feet; thence

(10) South 85°00' West, 384.84 feet; thence

(11) South 70°35' West, 413.25 feet; thence

(12) South 81°52' West, 178.50 feet to the place of beginning

Containing 2.553 acres, more or less.

Leaving a net area of 620.055 acres of land, more or less.

Also, all rights of ingress and egress over, across the above described Parcel I and Parcel II.

Also an easement for drainage purposes over and along a strip of land 30 feet wide, the centerline of which is described as follows:

Beginning at a point on the Southerly boundary of the above described 638.361 acre tract of land, from which the Southeasterly terminus of course numbered (13) as stated in the above description of said 638.361 acre tract to-wit:

South 61°52' East, 503.70 feet, bears South 61°52' East, 115.00 feet distant; thence from the point of beginning run

(1) South 25°40' West, to the main channel of the Salinas River.

PARCEL III:

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

Certain real property situate in Lot 1 of the Rancho San Vicente in the County of Monterey, State of California, being a part of that certain 1,227.493 acre tract of land described in Deed from Martin Cole Baker to Catherine E. Baker, dated April 5, 1945, and recorded in Volume 863 of Official Records, at page 356, records of said county, said part being particularly described as follows:

BEGINNING at a point in the centerline of the Soledad-Pinnacles State Highway (a 60 foot road one time known as the Soledad-Metz County Road) from which a 1-1/2" diameter iron pipe with a 4" x 4"x16" redwood post on top standing at the westerly corner of that certain five acre tract of land described in Deed from Francis Doud to Coalinga Oil Transportation Company, a corporation, dated August 12, 1905, and recorded in Volume 86 of Deeds, at page 129, records of said county, bears North 43° 00' 07" East, 30.01 feet distant and running thence along said road centerline and its production northwesterly

- (1) North 45° 00' 38" West, 2,956.08 feet to a 1" diameter iron pipe with a 4" x 4" x 16" redwood post on top standing in the northerly line of said State Highway and the boundary common to said Rancho San Vicente and Fractional Section 26 of Township 17 South, Range 6 East, Mount Diablo Meridian; thence along said northerly road line and Rancho boundary
- (2) North 89° 20' West, 853.86 feet to a 2" x 2" hub from which a 2" x 3" redwood post standing at the southeasterly corner of that certain 5.00 acre tract of land shown on map entitled "Record of Survey" recorded November 15, 1960, in Volume X-2 of Surveys at page 134, records of said County, bears along said road line South 89° 20' East, 192.98 feet distant; thence leave said Rancho boundary and road line and running
- (3) South 0° 23' 30" West, 4,190.54 feet, at 60.0 feet the northwest corner of said 1,227.493 acre tract of land and now along the westerly boundary thereof, at 66.0 feet an old 4" x 4" post, at 4,139.08 feet an old 4" x 4" post in northeasterly fence of Southern Pacific Railroad right of way, 4,190.54 feet to a point in the centerline of said right of way (100 feet wide at this point); thence leave said westerly boundary and running along said railroad right of way centerline
- (4) South 75° 20' 45" East, 4,268.73 feet, at 2,195.1 feet a point designated "A" in the centerline of a private road crossing, 4,268.73 feet to a nail, thence leave said right of way
- (5) North 38° 44' East, 59.94 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (6) North 79° 29' 30" East, 595.6 feet to a 1-1/2" diameter iron pipe on top of a bank; thence

(Continued)

Parcel III: (continued)

- (7) North 83° 08' East, 741.9 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (8) North 87° 55' 30" East, 329.92 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (9) South 89° 11' East, 467.7 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (10) North 38° 52' 45" East, 238.54 feet to a point in the centerline of the Soledad-Metz Road (a county road 60 feet wide as constructed and traveled); thence along said road centerline
- (11) North 48° 10' 20" West, 307.6 feet; thence
- (12) North 53° 47' West, 3,259.04 feet; thence
- (13) North 45° 00' 38" West, 855.46 feet, at 274.97 feet a point designated "B" 855.46 feet to the place of beginning.

CONTAINING an area of 385.308 acres of land, more or less.

EXCEPTING, however, the interest of the Southern Pacific Railroad in all that portion lying within its right of way consisting of 6.779 acres of land, leaving a net area of 378.529 acres of land, more or less.

SUBJECT to the interest of the County of Monterey in all that portion lying within the limits of said county road consisting of 2.456 acres of land and subject to the interest of the State of California in that portion lying within the limits of said State Highway consisting of 3.801 acres of land, leaving a net area of 372.272 acres of land, more or less.

Courses all true.

EXHIBIT BLAND CONSERVATION AGREEMENTCOMPATIBLE USES

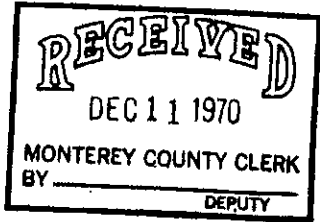
The following is a list of land uses determined to be compatible with the agricultural use of the land subject to this agreement:

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.

-END OF DOCUMENT-



# 71-40  
Rec.  
#14682



BOARD OF SUPERVISORS  
COUNTY OF MONTEREY

APPLICATION FOR ESTABLISHMENT OF AN AGRICULTURAL PRESERVE  
AND APPLICATION FOR LAND CONSERVATION CONTRACT

1. APPLICANT Paul Masson, Inc.  
name (please print or type)  
330 Jackson Street  
number street  
San Francisco, California 94111  
city state

(The above address will be used for all correspondence)

362 - 8082  
Telephone number

2. LOCATION of the property  
North and South side of Metz Road  
north, south, east, west street or road  
~~is~~/between Bryant Canyon Road and Stonewall Canyon Road  
street or road street or road

3. ASSESSOR'S PARCEL NUMBER(S)  
257-101-29, 257-121-03, 257-101-19, 257-101-24, 257-101-25  
257-101-27, 111-012-07

Total acreage: 1775

4. PRESENT USE OF PROPERTY (please check all applicable uses)  
 Agriculture  
 Orchard  Row Crop  Hay Land  Grazing Land  
 Drying, Packing, Processing or Agricultural Commodity  
 Holding of nonproducing land for Future Agricultural Use  
 Maintained in Natural State for Recreational, Plant or Animal Preserve  
 Single Family Dwelling for Residence of Family of Owner or Employees  
 Farm Labor Camps  
 Agricultural stands (sale of produce)



# WESTERN TITLE GUARANTY COMPANY

MONTEREY COUNTY DIVISION



AREA CODE 408 TELEPHONE 424.7615 118 WEST GABILAN STREET SALINAS, CALIFORNIA 93901

December 18, 1970

ADDRESS REPLY TO:  SALINAS (P.O. BOX 90)

Board of Supervisors  
Court House of Monterey County  
Salinas, California 93901

ADDRESS REPLY TO:  MONTEREY (P.O. BOX 590)

Order No. 92987

RE: PAUL MASSON, INC

Gentlemen:

We enclose the following items marked with an "X"

- (x) Lot Book Guarantee #68 16812.
- (x) Four Extra Copies of Description.
- ( ) Title Insurance Policy
- ( ) Endorsement
- ( ) Escrow statement
- ( ) Statement of charges, for which we shall be pleased to receive your check
- ( ) Check No.                      for \$
- ( ) Check No.                      for \$
- ( ) Deed from
- ( ) Deed of Trust from
- ( ) Promissory Note from
- ( ) Plat
- ( ) Fire Insurance
- ( ) Any other papers to which you are entitled, not enclosed herewith, shall be forwarded to you later.

We are happy to have the privilege of serving you in this instance, and earnestly suggest that you consult with us in the event you have any questions or problems relating to the above matter. Our aim is to serve you well — please call on us any time we may be of help to you.

WESTERN TITLE GUARANTY COMPANY  
Monterey County Division

By 

Gad L. James  
Vice President

Enclosures (x)ak

MONTEREY PENINSULA OFFICE  
446 TYLER STREET, MONTEREY, CALIFORNIA 93940  
AREA CODE 408 TELEPHONE 375-9875

71-40

GUARANTEE

68 16812

- CHAIN OF TITLE GUARANTEE
- JUDGMENT AND TAX LIEN GUARANTEE
- LOT BOOK GUARANTEE
- PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- 
- PLANT INFORMATION GUARANTEE
- PROPERTY SEARCH GUARANTEE
- MECHANIC'S LIEN GUARANTEE
- RECORD OWNER GUARANTEE
- REQUEST FOR NOTICE GUARANTEE

Order No. 92987      Liability \$ 160.00      Fee \$ 60.00

WESTERN TITLE INSURANCE COMPANY  
a corporation, herein called the Company

GUARANTEES

COUNTY OF MONTEREY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of December 17, 1970  
State of California.

, in the County of Monterey,

Countersigned:

*[Signature]*  
Vice President

WESTERN TITLE INSURANCE COMPANY

By



President

By

Secretary

WESTERN TITLE INSURANCE COMPANY

LOT BOOK GUARANTEE

SCHEDULE A

No. 92987

Effective Date: DECEMBER 17, 1970 at 8:00 a.m.

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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

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:

Deed of Trust to secure payment of \$220,553.83 and other sums secured thereby,  
Trustor: Paul Masson, Inc., a corporation  
Trustee: Mid-County Investment Company, a corporation  
Beneficiary: United Farms Company, a California corporation  
Dated: November 17, 1969  
Recorded: December 2, 1969  
Series No.: G29287 (Reel 631 Official Records at page 104).

DESCRIPTION:

The real property referred to in this Guarantee is described on EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT "A"

DEED TO:

PAUL MASSON, INC., a corporation, dated July 26, 1961 and recorded August 17, 1961 in Book 2174 Official Records at page 279, and

PAUL MASSON INC., dated October 25, 1967 and recorded November 14, 1967 on Reel 530 Official Records at page 1060, as to Parcel I

PAUL MASSON, INC., a corporation, dated October 4, 1968 and recorded November 1, 1968 on Reel 579 Official Record at page 476, as to Parcel II

PAUL MASSON, INC., dated December 2, 1969 and recorded December 2, 1969 on Reel 631 Official Records at page 101, as to Parcel III.

all that real property situate in the County of Monterey, State of California, described as follows:

PARCEL I:

That certain real property beginning at a corner of a fence on the Northern side of the road leading from the Town of Soledad to Cholone Creek, and being at the point where the line between Lots 1 and 2 of the Partition of the San Vicente Rancho crosses said road, said fence corner being the Southeastern corner of the Soledad Cemetery, and running thence along the fence on the line between said Lots 1 and 2, Var.  $15^{\circ} 30'$  East, North  $1/4^{\circ}$  East, 104.59 chains to a white post 6" x 3" x 3' marked L1, L2, SA, JHG, standing in corner of fence on the Northern boundary of said San Vicente Rancho; thence along the Northern boundary of said rancho South  $89 3/4^{\circ}$  East, 70.74 chains to stake S.V.8, being corner No. 8 of the San Vicente Rancho, as established by the final Official Survey of said rancho; South  $1/2^{\circ}$  West, 119.78 chains to stake S.V.9, being corner No. 9, of the San Vicente Rancho, as established by the final official survey of said rancho, and located in corner of fence on the Northern side of the road leaving from the Town of Soledad to Cholone Creek; thence along fence on Northern side of said road, North  $77 1/2^{\circ}$  West, 71.78 chains to place of beginning, and containing 790.3451 acres, more or less, and being situate in the San Vicente Rancho.

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING TWO PARCELS OF LAND:

That certain real property situate in the Rancho San Vicente, in the County of Monterey, State of California, and being a portion of Lot 1, of the Partition of said Rancho, and being a portion of that certain 790.3451 acre tract of land conveyed from Eva Doud Smith, formerly Eva Doud Hickox, to Edwin L. Carty, et al, by deed dated February 3,

1956, recorded February 16, 1956 in Volume 1681 at page 389 therein, Monterey County Official Records, California and described as follows, to-wit:

(A) As conveyed in the Deed from Edwin L. Carty and Doris C. Carty, John G. Schill and Jane Webster Schill, Henry F. Schill and Frances Ann Schill, to Richard Handley and Flora Handley, his wife, dated April 17, 1957 and recorded May 14, 1957 in Volume 1790 Official Records at page 455, under Recorder's Series No. 13219, Monterey County Records, more particularly described as follows:

Commencing at a 3/4" diameter iron pipe corner, 30" long, standing on the southwesterly boundary line of the said Edwin L. Carty et al, 790.3451 acre tract of land, and on the northeasterly boundary line of the State Highway, (60 feet wide), leading from Soledad to Metz and Pinnacles National Monument, and from which point of commencement, a 3/4" diameter iron pipe corner 30" long, standing where the division line between Lots 1 and 2 of the Partition of the San Vicente Rancho, intersects the northeasterly boundary line of the said State Highway, and at the southeast corner of that certain 2 acre tract of land conveyed from Catalina Munras to The Inhabitants of the Town of Soledad, by Deed dated May 7, 1884, recorded May 31, 1884 in Volume 8 of Deeds at page 361 therein, Records of Monterey County, California, bears North 77° 28' West 102.34 feet distant, and running thence from said point of commencement

(1) South 77° 28' East, 210.83 feet along the southwesterly boundary line of the said Edwin L. Carty et al, 790.3451 acre tract of land, and along the northeasterly boundary line of the said State Highway, to a 3/4" diameter iron pipe corner, 30 inches long, thence, leaving said boundary line and running,

(2) North 0° 15' East, at 100.0 feet a 3/4" diameter iron pipe 30 inches long, standing on line and continue, 1150.11 feet to a 3/4" diameter iron pipe corner, 30" long, thence,

(3) North 89° 45' West, 206.0 feet to a 3/4" diameter iron pipe corner, 30" long, and from which a 4" x 4" survey post standing in the division line between the said Lots 1 and 2 of the Partition of the Rancho San Vicente, on the west boundary of the said Edwin L. Carty, et al, 790.3451 acre tract of land, and at the most northern corner of lands of Soledad Cemetery District, bears North 89° 45' West, 100.0 feet distant, and thence,

(4) South 0° 15' West, 1105.26 feet, at 1005.26 feet a 3/4" diameter iron pipe 30" long, standing on line and continue, 1105.26 feet to the place of commencement.

Containing an area of 5.3329 acres, more or less.

(B) As conveyed in the Deed from Edwin L. Carty and Doris C. Carty, his wife, John G. Schill and Jane Webster Schill, his wife, Henry F. Schill and Frances Ann Schill, his wife, said Jane Webster Schill also known as Jane W. Schill, to Soledad Cemetery District, a body politic and corporate, dated May 3, 1957 and recorded August 21, 1957 in Volume 1812 Official Records at page 90, under Recorder's Series No. 23191, Monterey County Records, more particularly described as follows:

Commencing at a 3/4" diameter iron pipe 30" long, standing where the division line between Lots 1 and 2, of the Partition of the San Vicente Rancho, intersects the northeasterly boundary of the State



Highway, (60 feet wide), leading from Soledad to Metz, and Pinnacles National Monument, and at the southeast corner of that certain 2 acre tract of land conveyed from Catalina Munras to The Inhabitants of the Town of Soledad, by Deed dated May 7, 1884, recorded May 31, 1884, in Volume 8 of Deeds at page 361, therein, Records of Monterey County, California, said point of commencement being also the southwest corner of the above mentioned Edwin L. Carty, et al, 790.3451 acre tract of land, and running thence from said point of commencement

(1) South  $77^{\circ} 28'$  East, along the northeasterly boundary line of the said State Highway leading from Soledad to Metz and Pinnacles National Monument, and along the southwesterly boundary line of the said Edwin L. Carty, et al, 790.3451 acre tract of land, 102.34 feet to a  $3/4"$  diameter iron pipe 30 inches long, thence leaving said last mentioned boundary line, and running,

(2) North  $0^{\circ} 15'$  East, at 100.0 feet a  $3/4"$  diameter iron pipe 30 inches long standing on line and continue, 1105.26 feet to a  $3/4"$  diameter iron pipe 30 inches long, thence,

(3) North  $89^{\circ} 45'$  West, 100.0 feet to a 4" x 4" survey post set in the fenced boundary line between Lots 1 and 2 of the Partition of the San Vicente Rancho, by the County of Monterey, for the purpose of the realignment of the County Road, (40 feet wide), leading to Bryant Canon, and at the most northern corner of land of the Soledad Cemetery District, and on the west boundary line of the said Edwin L. Carty, et al, 790.3451 acre tract of land, and thence,

(4) South  $0^{\circ} 15'$  West, along the fenced boundary between Lots 1 and 2 of the Rancho San Vicente, and the west boundary of the said Edwin L. Carty 790.3451 acre tract of land and the easterly boundary line of land of said Soledad Cemetery District, 1083.48 feet to the place of commencement.

Containing an area of 2.5123 acres, more or less.

PARCEL II:

That certain real property situate in the Rancho San Vicente, County of Monterey, State of California, described as follows:

A part of Lot 1 of the partition of the Rancho San Vicente and being a portion of that certain 847.985 acre tract of land described in deeds from San Vicente Land Company, to Martin C. Baker, as trustee, under the Nettie Doud Baker Trust, recorded November 22, 1963 in Reel 253 at pages 376 and 379 therein, Official Records of Monterey County, California, said portion being more particularly described as follows:

Beginning at a 4" x 4" post marked J.H.G. standing in the Southerly line of the Soledad-Pinnacle State Highway (60 feet wide) at the Northeasterly corner of the above mentioned 847.985 acre tract, and running thence along the Southerly line of the Soledad-Pinnacle State Highway the following (2) courses

(1) North 89°05' West, 1,740.19 feet to a 1½ inch diameter iron pipe; thence

(2) North 77°12' West, 4,146.46 feet to a 1 inch diameter iron bar standing at the Northeasterly corner of that certain 10.0, more or less, acre tract as conveyed from Nettie T. Baker, et al, to J. William Francioni, et ux, by deed dated December 7, 1933, and recorded in Volume 376 at page 434, Official Records of Monterey County, California, and running thence along the Easterly and Southerly lines of the above mentioned 10.0 acre tract the following (2) courses

(3) South 00°32' West, 731.00 feet to a 1 inch diameter iron bar; thence

(4) North 77°16'30" West, 609.25 feet to a 1 inch diameter iron bar standing in the Westerly line of the aforementioned 847.985 acre tract; thence run along said Westerly line

(5) South 00°30' West, at 2,185.70 feet a 4" x 4" post standing in the Northerly line of the Southern Pacific Railroad Company Right of Way, 100 feet wide, as conveyed from Francis Doud to the Southern Pacific Railroad Company, by those certain Deeds dated January 31, 1883 and recorded in Volume 5 of Deeds at page 350, and by deed dated May 5, 1886 and recorded in Volume 11 of Deeds at page 256, Records of Monterey County, California, and continuing 3403.90 feet to a 3/4 inch diameter iron pipe; thence leave said Westerly line of the 847.985 acre tract and run along the top of a bluff the following (19) courses

(6) North 81°52' East, 178.50 feet to a 3/4 inch diameter iron pipe; thence

(7) North 70°35' East, 413.25 feet to a 3/4 inch diameter iron pipe; thence

(8) North 85°00' East, 384.84 feet to a 3/4 inch diameter iron pipe; thence

(9) South 80°28' East, 359.90 feet to a 3/4 inch diameter iron pipe; thence

(continued)

Parcel II: (continued)

- (10) South 67°30' East, 221.13 feet to a 3/4 inch diameter iron pipe;  
thence
- (11) South 62°17' East, 465.40 feet to a 3/4 inch diameter iron pipe;  
thence
- (12) South 80°02' East, 98.21 feet to a 3/4 inch diameter iron pipe;  
thence
- (13) South 61°52' East, 503.70 feet to a 3/4 inch diameter iron pipe;  
thence
- (14) South 13°14'30" East, 94.76 feet to a 3/4 inch diameter iron pipe;  
thence
- (15) South 57°55'30" East, 413.65 feet to a 3/4 inch diameter iron pipe;  
thence
- (16) South 53°40'30" East, 381.95 feet to a 3/4 inch diameter iron pipe;  
thence
- (17) South 40°15' East, 444.69 feet to a 3/4 inch diameter iron pipe;  
thence
- (18) South 61°26' East, 465.13 feet to a 3/4 inch diameter iron pipe;  
thence
- (19) South 74°20' East, 235.91 feet to a 3/4 inch diameter iron pipe;  
thence
- (20) North 89°59' East, 427.78 feet to a 3/4 inch diameter iron pipe;  
thence
- (21) South 63°55' East, 849.00 feet to a 3/4 inch diameter iron pipe;  
thence
- (22) South 48°35' East, 293.99 feet to a 3/4 inch diameter iron pipe;  
thence
- (23) North 85°06' East, 642.59 feet to a 3/4 inch diameter iron pipe;  
thence
- (24) South 71°23'30" East, 269.71 feet to a 3/4 inch diameter iron pipe  
standing in the Easterly line of the aforementioned 847.985 acre tract;  
thence run along said Easterly line
- (25) North 00°28' East, at 1,163.69 feet, a 4" x 4" post standing in the  
Northerly line of the aforementioned Southern Pacific Railroad Company  
Right of way (100 feet wide) and continuing, 5,235.76 feet to the place  
of beginning, containing 638.361 acres of land, more or less.

(continued)

Parcel II: (continued)

EXCEPTING THEREFROM all that portion conveyed by Francis Doud to the Southern Pacific Railroad Company by those certain deeds dated January 31, 1883 and recorded in Volume 5 of Deeds at page 350 and by deed dated May 5, 1886 and recorded in Volume 11 of Deeds at page 256 Monterey County Records, containing 12.98 acres of land more or less.

ALSO EXCEPTING therefrom, the following two parcels of land being more particularly described as follows:

PARCEL I:

Beginning at the point on the Westerly line of the above described 638.361 acre tract where it intersects the Northerly line of Palm Avenue (80 feet wide) and run thence from said point of beginning

- (1) South 50°59' East, 76.68 feet; thence
- (2) South 00°30' West, 755.11 feet; thence
- (3) South 67°27' East, 1,191.12 feet; thence
- (4) South 17°33' West, 60.23 feet, to the Northerly line of the Southern Pacific Railroad Company Right of way; thence along said Northerly line
- (5) North 67°27' West, 1,236.80 feet, to the Westerly line of the 638.361 acre tract; thence along said Westerly line
- (6) North 00°30' East, 843.29 feet to the place of beginning

Containing 2.773 Acres, more or less.

PARCEL II:

Beginning at a 3/4 inch diameter iron pipe standing at the most South-westerly corner of the above described 638.361 acre tract of land, said point being the Southerly terminus of course numbered (5) of said above description, to-wit:

South 00°30' West, 3,403.90 feet; and running thence along the Westerly line of said 638.361 acre tract

- (1) North 00°30' East, 194.50 feet; thence leave the Westerly line and run
- (2) South 89°30' East, 138.15 feet; thence
- (3) South 61°19'32" East, 148.79 feet; thence
- (4) North 70°35' East, 300.37 feet; thence
- (5) North 85°00' East, 384.86 feet; thence
- (6) North 17°33' East, 435.87 feet to the Southerly line of the Southern Pacific Railroad Company Right of way; thence along the Southerly line of the Railroad Right of way,

(continued)

(continued)

(7) South 67°27' East, 60.23 feet; thence leave said right of way and run

(8) South 17°33' West, 478.91 feet to the Southerly line of the above mentioned 638.361 acre tract; thence along said Southerly line

(9) North 80°28' West, 30.30 feet; thence

(10) South 85°00' West, 384.84 feet; thence

(11) South 70°35' West, 413.25 feet; thence

(12) South 81°52' West, 178.50 feet to the place of beginning

Containing 2.553 acres, more or less.

Leaving a net area of 620.055 acres of land, more or less.

Also, all rights of ingress and egress over, across the above described Parcel I and Parcel III.

Also an easement for drainage purposes over and along a strip of land 30 feet wide, the centerline of which is described as follows:

Beginning at a point on the Southerly boundary of the above described 638.361 acre tract of land, from which the Southeasterly terminus of course numbered (13) as stated in the above description of said 638.361 acre tract to-wit:

South 61°52' East, 503.70 feet, bears South 61°52' East, 115.00 feet distant; thence from the point of beginning run

(1) South 25°40' West, to the main channel of the Salinas River.

PARCEL III:

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

Certain real property situate in Lot 1 of the Rancho San Vicente in the County of Monterey, State of California, being a part of that certain 1,227.493 acre tract of land described in Deed from Martin Cole Baker to Catherine E. Baker, dated April 5, 1945, and recorded in Volume 863 of Official Records, at page 356, records of said county, said part being particularly described as follows:

BEGINNING at a point in the centerline of the Soledad-Pinnacles State Highway (a 60 foot road one time known as the Soledad-Metz County Road) from which a 1-1/2" diameter iron pipe with a 4" x 4"x16" redwood post on top standing at the westerly corner of that certain five acre tract of land described in Deed from Francis Doud to Coalinga Oil Transportation Company, a corporation, dated August 12, 1905, and recorded in Volume 86 of Deeds, at page 129, records of said county, bears North 43° 00' 07" East, 30.01 feet distant and running thence along said road centerline and its production northwesterly

- (1) North 45° 00' 38" West, 2,956.08 feet to a 1" diameter iron pipe with a 4" x 4" x 16" redwood post on top standing in the northerly line of said State Highway and the boundary common to said Rancho San Vicente and Fractional Section 26 of Township 17 South, Range 6 East, Mount Diablo Meridian; thence along said northerly road line and Rancho boundary
- (2) North 89° 20' West, 853.86 feet to a 2" x 2" hub from which a 2" x 3" redwood post standing at the southeasterly corner of that certain 5.00 acre tract of land shown on map entitled "Record of Survey" recorded November 15, 1960, in Volume X-2 of Surveys at page 134, records of said County, bears along said road line South 89° 20' East, 192.98 feet distant; thence leave said Rancho boundary and road line and running
- (3) South 0° 23' 30" West, 4,190.54 feet, at 60.0 feet the northwest corner of said 1,227.493 acre tract of land and now along the westerly boundary thereof, at 66.0 feet an old 4" x 4" post, at 4,139.08 feet an old 4" x 4" post in northeasterly fence of Southern Pacific Railroad right of way, 4,190.54 feet to a point in the centerline of said right of way (100 feet wide at this point); thence leave said westerly boundary and running along said railroad right of way centerline
- (4) South 75° 20' 45" East, 4,268.73 feet, at 2,195.1 feet a point designated "A" in the centerline of a private road crossing, 4,268.73 feet to a nail, thence leave said right of way
- (5) North 38° 44' East, 59.94 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (6) North 79° 29' 30" East, 595.6 feet to a 1-1/2" diameter iron pipe on top of a bank; thence

(Continued)

Parcel III: (continuation)

- (7) North 83° 08' East, 741.9 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (8) North 87° 55' 30" East, 329.92 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (9) South 89° 11' East, 467.7 feet to a 1-1/2" diameter iron pipe on top of a bank; thence
- (10) North 38° 52' 45" East, 238.54 feet to a point in the centerline of the Soledad-Metz Road (a county road 60 feet wide as constructed and traveled); thence along said road centerline
- (11) North 48° 10' 20" West, 307.6 feet; thence
- (12) North 53° 47' West, 3,259.04 feet; thence
- (13) North 45° 00' 38" West, 855.46 feet, at 274.97 feet a point designated "B" 855.46 feet to the place of beginning.

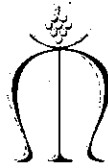
CONTAINING an area of 385.308 acres of land, more or less.

EXCEPTING, however, the interest of the Southern Pacific Railroad in all that portion lying within its right of way consisting of 6.779 acres of land, leaving a net area of 378.529 acres of land, more or less.

SUBJECT to the interest of the County of Monterey in all that portion lying within the limits of said county road consisting of 2.456 acres of land and subject to the interest of the State of California in that portion lying within the limits of said State Highway consisting of 3.801 acres of land, leaving a net area of 372.272 acres of land, more or less.

Courses all true.

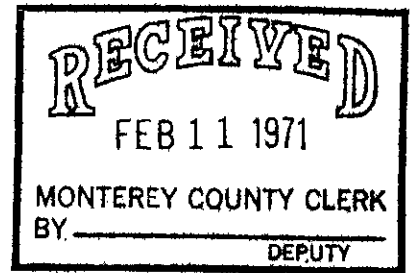
Producers of Fine Wines, Champagnes, Vermouths and Brandy since 1852



# Paul Masson Vineyards

330 Jackson St. • San Francisco, California 94111 • (415) 362-8082

February 9, 1971



Board of Supervisors  
County of Monterey  
Court House  
Salinas, California

Gentlemen:

In connection with our application for Agricultural Preserve in Soledad, we enclose herewith a copy of the legal description of an area containing approximately 25.7116 acres to be excluded because of it's none compatible use either now or in the future.

Yours very truly,

PAUL MASSON VINEYARDS

Ralph Sackerman  
Assistant Treasurer

RS:bm  
Encl.



Vineyards and Champagne Cellars, Saratoga, California

cc: C. C. ...  
...  
...



February 7, 1971

Mr. Ralph P. Sackerman  
Paul Masson Vineyards  
330 Jackson Street  
San Francisco, California 94111

Dear Mr. Sackerman:

Enclosed please find description of the proposed industrial  
area of the Pinnacles Vineyard, Soledad, California.

Yours very truly,



Alex D. Crichton  
Licensed Land  
Surveyor # 3604

ADC:mc  
Att.

That certain real property situate in the Rancho San Vicente, in the County of Monterey, State of California, and being a portion of Lot 1, of the partition of said Rancho, and being a portion of that certain 782.2703 acre tract of land conveyed from Edwin L. Carty, et al, to Paul Masson, Inc., a California Corporation, be deed dated July 26, 1961, recorded August 17, 1961, in Book 2174, page 279 therein, Monterey County Official Records, California, more particularly described as follows:

Commencing at a point on the southwesterly boundary line of the said Paul Masson, Inc., 782.2703 acre tract of land and on the northeasterly boundary line of the State Highway, (60 feet wide) leading from Soledad to Metz and Pinnacles National Monument, and from which point of commencement, the division line between Lots 1 and 2 of the Partition of the San Vicente Rancho, intersects the northeasterly boundary line of the said State Highway, and at the southeast corner of that certain 2 acre tract of land conveyed from Catalina Munras to the Inhabitants of the Town of Soledad, by Deed dated May 7, 1884, recorded May 31, 1884 in Volume 8 of Deeds at page 361 therein, Records of Monterey County, California, bears north  $77^{\circ} 28'$  West 518.17 feet distant, and running thence from said point of commencement:

- 1) South  $77^{\circ} 28'$  East 1,400.00 feet along the southwesterly boundary line of the said Paul Masson, Inc., 782.2703 acre tract of land and along the northeasterly boundary line of the said State Highway, thence, leaving said boundary line and running,
  - 2) North  $12^{\circ} 32'$  East 800.00 feet, thence,
  - 3) North  $77^{\circ} 28'$  West 1,400.00 feet, thence,
  - 4) South  $12^{\circ} 32'$  West 800.00 feet to the place of commencement.
- Containing an area of 25.7116 acres, more or less.