

Attachment F

This page intentionally left blank.

G 05494

REEL 595 PAGE 804

RECORDED AT REQUEST OF

William H. Hoffers

FEB 28 4 10 PM '69

LAND CONSERVATION AGREEMENT

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

NO FEE

REEL 595 PAGE 804

THIS AGREEMENT made and entered into this 18th day of February, 1969, 1968, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County", and EADE BROS., 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. 69-29) heretofore established by County by Resolution No. 69-35-29; and

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

NOW, THEREFORE, County and Owner agree as follows:

1. AGREEMENT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965

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

2. RESTRICTION ON USE OF PROPERTY

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

3. TERM OF AGREEMENT

This agreement shall become effective on the 28th day of

G 05494

FEB 28 1969

February, 1969, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this agreement. This agreement shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL

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

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

5. NO COMPENSATION

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

6. SUCCESSORS IN INTEREST

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

7. DIVISION OF LAND

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

8. CONDEMNATION

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

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

9. CANCELLATION

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

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

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

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

10. LIABILITY OF OWNER UPON CANCELLATION

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

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

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

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

11. NOTICES

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

12. COSTS OF LITIGATION

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

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed: by Owner on January 23, 1969 and by County on February 18, 1969.



ATTEST:
 Emmet G. McMenamin, Clerk
 By: Arthur S. Fanning Deputy
 Clerk of said Board

COUNTY OF MONTEREY
 By G. T. Brandon
 Chairman, Board of Supervisors

Eade Bros, Inc., by Helen Eade, Sec

Owner

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss.

On this 18th day of February, 1969, before me, EMMET G. McMENAMIN, 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 W. T. Branson, 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.



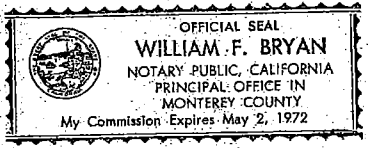
EMMET G. McMENAMIN, County Clerk
and ex officio Clerk of the Board
of Supervisors of Monterey County,
State of California

By *Hella V. Feiring*
Deputy

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss.

On January ²³ we, 1969, before me, the undersigned, a Notary Public in and for the County of Monterey, State of California, residing therein, duly commissioned and sworn, personally appeared HELENE EADE, known to me to be the Secretary of EADE BROS., INC., the Corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.



[Signature]
NOTARY PUBLIC
In and for the County of Monterey,
State of California.

PARCEL 1:

Lots 5 and 6 of Section 5 in Township 21 South, Range 9 East of Mount Diablo Base and Meridian, EXCEPTING therefrom the West 49.5 feet thereof leaving a net area of 78.56 acres of land, more or less.

ALSO EXCEPTING therefrom, the interest of the County of Monterey, in County Roads,

ALSO EXCEPTING that portion Northerly of Highway 198.

PARCEL 2:

Fractional South Half of Section 10 in Township 21 South, Range 9 East of Mount Diablo Base and Meridian, containing 306.8 acres of land, more or less.

EXCEPTING from Parcel (2) the full, free, perpetual and exclusive right to all coal, lignite, coal oil, petroleum, naphtha, asphaltum, brea, bitumen, natural gas, and all other hydrocarbon substances together with the right to enter in and upon said lands to dig, mine, drill for produce, extract, take and remove all and any of said substances, etc., as reserved in the deed from The Mays Land and Cattle Company, dated August 30, 1916, recorded September 8, 1916 in Volume 146 of Deeds at page 175, Monterey County Records.

PARCEL 3:

Lots 1 and 2 of the Northwest Quarter of Section 4; the East 40 acres of Lot 1 of the Northeast Quarter, East Half of the Southwest Quarter and Southeast Quarter of Section 5; North half of Northeast Quarter and Northwest Quarter of Section 8, all in Township 21 South, Range 10 East of Mount Diablo Base and Meridian, containing 683.24 acres of land, more or less.

EXCEPTING from Parcels 1 and 3 above described, all oil, gas and/or minerals in and to said lands, together with the right at all times to enter on the above described land and to take all of the usual, necessary or convenient means to bore wells, make excavations and to bore wells, make excavations and to remove the oil, and/or minerals herein reserved and found thereon, as recited in the deeds from Edna E. McFarland, formerly Edna Crette Whalen, dated April 14, 1947 and recorded April 22, 1947 in Volume 968 Official Records, page 185, Monterey County Records; Marguerite Sacry, also known as Marguerite Crette Sacry, dated April 14, 1947 and recorded April 22, 1947 in Volume 977 Official Records, page 38, Monterey County Records; and Alice McCracken, also known as Alice Crette McCracken, dated April 14, 1947 and recorded April 22, 1947 in Volume 976 Official Records, at page 134, Monterey County Records.

(continued)

PARCEL 4:

FILE 595 PAGE 810

The East 41.66 acres of Lot 2 of the Northeast Quarter; The East 40 acres of Lot 1 of the Northwest Quarter and the West 40 acres of Lot 1 of the Northeast Quarter of Section 5 in Township 21 South, Range 10 East of Mount Diablo Base and Meridian, containing 121.66 acres of land, more or less.

EXCEPTING and reserving, to the United States all the oil and gas in the lands so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat., 509), as recited in the Patents of record.

PARCEL 5:

North Half of the Northwest Quarter, Southwest Quarter of the Northwest Quarter and Northwest Quarter of the Southwest Quarter of Section 14, Township 21 South, Range 10 East of Mount Diablo Base and Meridian, containing 160 acres, according to the United States Government Survey thereof.

EXCEPTING all oil, gas, and/or minerals in and to said lands, together with the right at all times to enter on the above described land and to take all of the usual necessary or convenient means to bore wells, make excavations and to remove the oil, and/or minerals herein reserved and found thereon, as recited in the deed from Grant Hansen and Hazel G. Hansen, his wife, and Etta Nelson, a widow, to Kenneth L. Eade and Helene L. Eade, his wife, as joint tenants, dated May 9, 1947 and recorded May 23, 1947 in Volume 971 Official Records, at page 382, Monterey County Records.

PARCEL 6:

Southwest Quarter of Section 10 and North Half of Section 15, Township 21 South, Range 10 East of Mount Diablo Base and Meridian.

PARCEL 7:

Southeast Quarter of the Northeast Quarter, East Half of the Southeast Quarter and Southwest Quarter of the Southeast Quarter of Section 9, Township 21 South, Range 10 East, Mount Diablo Base and Meridian, containing 160 acres of land, more or less, according to the United States Government Survey thereof.

EXCEPTING all oil, gas and/or minerals in and to said lands, together with the right at all times to enter on the above described land, and to take all of the usual, necessary or convenient means to bore wells, make excavations and to remove the oil and/or minerals herein reserved and found thereon, as reserved in the deed from Patrick McEntree et ux, to Kenneth L. Eade, et ux, dated January 2, 1947 and recorded January 8, 1947 in Volume 957 Official Records, at page 163.

PARCEL 8:

West Half of the Southeast Quarter and Southeast Quarter of the Southeast Quarter of Section 4, Southwest Quarter of the Northwest Quarter, North Half of the Southwest Quarter and Southeast Quarter of the Southwest

(continued)

Quarter of Section 9, Township 21 South, Range 10 East of Mount Diablo Base and Meridian, containing 280 acres of land, according to the United States Government Survey thereof.

PARCEL 9:

Northeast Quarter of the Southeast Quarter of Section 4 and Northwest Quarter of the Northeast Quarter of Section 9 in Township 21 South, Range 10 East of Mount Diablo Base and Meridian, containing 80 acres of land, according to the United States Government Survey thereof.

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

PARCEL 10:

The Northeast Quarter of the Northeast Quarter of Section 9, Township 21 South, Range 10 East, Mount Diablo Base and Meridian, containing 40 acres of land, according to the United States Government Survey thereof.

EXCEPTING and reserving to the United States, all the oil and gas in the lands so entered and patented, and to it, or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509) as recited in the patent of record.

PARCEL 11:

Southwest Quarter of Section 4; East Half of Northwest Quarter; Southwest Quarter of Northeast Quarter and Northwest Quarter of Southeast Quarter of Section 9 in Township 21 South, Range 10 East Mount Diablo Base and Meridian.

PARCEL 12:

Section 17, Southeast Quarter of Northeast Quarter, North Half of Southeast Quarter and Southeast Quarter of Southeast Quarter of Section 18, Southeast Quarter of Northwest Quarter and Southwest Quarter of Northeast Quarter of Section 22, Township 21 South, Range 10 East of Mount Diablo Base and Meridian.

EXCEPTING all oil and gas and the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat., 509), as reserved in U. S. Patent.

(continued)

PARCEL 13:

REL 595 PAGE 812

South Half of Section 13 and those portions of Lots 1 and 2, Northeast Quarter of Southwest Quarter and Southeast Quarter of Section 14 and of Fractional Sections 23, 24 and 25, Township 21 South, Range 9 East of Mount Diablo Base and Meridian, lying Northeasterly of the 100 foot strip granted to Southern Pacific Railroad Company by deed recorded in Volume 13 of Deeds, page 175, Monterey County Records; Southwest Quarter of Section 15, Section 16, North Half of Northeast Quarter, Southwest Quarter of Northeast Quarter, Southwest Quarter of Southeast Quarter and West Half of Section 18, Section 19, North Half of Section 21, North Half of Northwest Quarter, Southwest Quarter of Northwest Quarter and Northwest Quarter of Northeast Quarter of Section 22, all in Township 21 South, Range 10 East of Mount Diablo Base and Meridian.

That portion of Sections 20, 29 and 30, Township 21 South, Range 10 East of Mount Diablo Base and Meridian, lying Northerly of the Northerly line of the Pine Valley County Road as the same existed on November 29, 1944;

EXCEPTING that portion of said Section 30 lying Southwesterly of the Northeasterly line of Southern Pacific Railroad Company's 100 foot right of way.

Containing in the aggregate in said Parcels (12 and 13), 5,307.65 acres more or less, EXCLUSIVE of 6.5 acres, more or less, within Pine Valley County Road.

EXCEPTING one-half of all oil, gas and/or minerals in and to said Parcel (13), together with the right at all times to enter on the above-described land and to take all of the usual, necessary or convenient means to bore wells, make excavations and to remove the oil, gas and/or minerals herein reserved and found thereon, as reserved by Linda Rosenberg, et al. in deed dated July 19, 1950 to Kenneth L. Eade and wife, and recorded July 27, 1950 in Volume 1234 Official Records, page 345 (Series No. 34544), Monterey County Records.

ALSO EXCEPTING from Southwest Quarter of Section 15, Township 21 South, Range 10 East, that 5.64 acre tract conveyed by Flora Brandenstein, et al., to Varian A. Brown et ux, by deed dated April 17, 1948 and recorded August 24, 1948 in Volume 1082 Official Records, page 227, Monterey County Records.

ALSO EXCEPTING from Section 29, Township 21 South, Range 10 East, that certain 4.40 acre tract owned and occupied by Wesley Charles Eade and Carol Jean Eade, his wife.

PARCEL 14:

Certain real property situate, lying and being in the Northeast Quarter of Section 6 in Township 21 South, Range 10 East, Mount Diablo Base and Meridian, in the County of Monterey, State of California, particularly described as follows:

part of the Southwest Quarter of the Northeast Quarter of said Section 6, particularly described as follows.

(continued)

Beginning at a 2" x 4" post standing at the Southeast corner of said Quarter-Quarter Section, and running thence along the South boundary thereof

(1) North 88°12' West, 168.97 feet, more or less, to intersection with a fence from which a 3" x 3" fence post marked "EC 16" bears South 43°56' West, 389.61 feet distant; thence leave said boundary and running along said fence

(2) North 43°56' East, 241.4 feet to intersection with the East boundary of said Quarter-Quarter Section from which a 1½" diameter iron pipe bears North 43°56' East, 569.02 feet distant; thence leave said fence and running along said East boundary

(3) South 0°27' East, 179.15 feet, more or less, to the place of beginning.

Containing an area of 0.35 acres of land, courses all true, and a part of the Northeast Quarter of the Northeast Quarter of said Section 6, particularly described as follows:

Beginning at a 3" x 4" post standing at the Southeast corner of said Quarter-Quarter Section, and running thence along the South boundary thereof

(1) North 89°57' West, 894.58 feet, more or less, to a point from which a 1½" diameter iron pipe bears South 0°23' West, 729.21 feet distant; thence leave said boundary and running

(2) North 0°23' East, 920.21 feet to a 1½" diameter iron pipe; thence

(3) North 65°28' East, 986.29 feet, more or less, to a 1½" diameter iron pipe standing in the East boundary of said Section 6; thence along last mentioned boundary

(4) South 0°23' West 1330.49 feet to the place of beginning, containing an area of 23.11 acres of land, more or less. Courses all true.

PARCEL 15:

The West Half; the West Half of the East Half of Section 35; ALSO all that portion of the East Half of the East Half of said Section 35 extending from the South to the North boundaries of said Section, bounded on the South by the South line of said Section, on the West by the West line of the said East Half of East Half of said Section, on the North by the North line of said Section, and on the East by the extended line of a wire and/or board fence; said portion of said East Half of East Half containing 32 acres, more or less, and being the same tract conveyed to John C. Holmes by Deed dated November 20, 1893 and recorded in Volume 48, page 409 of Deeds, Monterey County Records, all being in Township 20 South Range 9 East and containing in the aggregate an area of 512 acres, more or less.

(continued)

EXCEPTING THEREFROM all that portion lying North of the North line of State Highway 198 and enclosed by a fence, more particularly described as follows:

Beginning at a fence corner on the North line of State Highway 198 from which the 5 x 5 inch post standing at the corner of Townships 20 and 21 South, Ranges 9 and 10 East, bears South 61°32' East 7148.4 feet distant; thence leaving said line of said Highway and along a fence the following courses and distances:

- (1) North 0°55' East, 1840 feet;
- (2) North 89°55' West, 128 feet;
- (3) North 89°05' West, 414 feet;
- (4) North 88°30' West, 757 feet;
- (5) North 89°15' West, 926 feet;
- (6) North 88°50' West, 170 feet;
- (7) North 88°10' West, 416 feet;
- (8) North 85°13' West, 1375 feet to the said North line of said Highway 198; thence along said last mentioned line the following courses and distances
- (9) South 51°08' East, 527 feet;
- (10) South 50°48' East, 863 feet;
- (11) South 57°28' East, 2170 feet;
- (12) South 60°40' East, 52.5 feet;
- (13) South 69°40' East, 100 feet;
- (14) South 82° East, 100 feet;
- (15) North 86°10' East, 100 feet;
- (16) North 79°47' East, 467 feet;
- (17) North 87°55' East, 457 feet to the place of beginning and containing 120-837/1000 acres of land, a little more or less.

ALSO EXCEPTING an undivided one-half interest in and to all oil and mineral rights, with the right to prospect therefor, for the term of their natural lives and terminating at the death of the survivor of said grantors, as recited in the deed from Harry Greenleaf, also known as H. Greenleaf, and Ida Curd Greenleaf, his wife, to K. L. Eade and Helene Eade, his wife, dated and recorded August 18, 1939 in Volume 629 Official Records at page 256.

PARCEL 16:

All that portion of the South Half of Section 27, Township 20 South, Range 9 East of Mount Diablo Base and Meridian, lying South of the South line of State Highway 198 as follows:

Beginning at the Quarter corner of the South line of said Section 27 as determined by the produced lines of two fences; thence

- (1) North 0°55' East, 1290 feet to the said South line of said State Highway 198; thence along the said South line of said Highway the following courses and distances
- (2) North 80°08' East, 514.3 feet.

(continued)

PARCEL 16 continued.

- (3) North 85°20' East, 77.5 feet;
(4) South 83°50' East, 100 feet;
(5) South 72°10' East, 100 feet;
(6) South 59°50' East, 100 feet;
(7) South 53°25' East, 1901 feet; thence leaving said line of said highway
(8) South 1°15' East, 275.4 feet to the corner of Sections 26, 27, 34
and 35 as determined by the produced lines of fences; thence
(9) North 84°58' West, 2427.5 feet to the first mentioned Quarter Section
corner and place of beginning and containing 50 449/1000 acres of land,
a little more or less.

REEL 595 PAGE 815

EXCEPTING therefrom one-half of all oil, gas and other hydrocarbons and minerals, as recited in the deed from Ava I. Archer, et al, to W. C. Eade and Bessie E. Eade, his wife, dated March 31, 1942 and recorded April 18, 1942 in Volume 763 Official Records of Monterey County at page 116.

PARCEL 17:

A portion of the Southwest Quarter of the Southwest Quarter of Section 26, Township 20 South, Range 9 East, Mount Diablo Base and Meridian, lying South of the South line of State Highway 198, more particularly described as follows:

- Beginning at the corner of Sections 26, 27, 34 and 35 as determined by the produced lines of existing fences; thence
(1) North 1°15' West, 275.4 feet to the South line of said State Highway 198; thence along the said South line of said Highway for two courses
(2) South 53°25' East, 108.4 feet;
(3) South 51°08' East, 388.0 feet; thence leaving said line of said Highway
(4) North 84°58' West, 385.0 feet to the place of beginning and containing 1 228/1000 acres of land, a little more or less.

PARCEL 18:

All that portion of the Southeast Quarter of Northeast Quarter of Section 34, Township 20 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 34; thence South 89°20' West, 537.0 feet to fence; thence along fence at the foot of the hill land South 51° East, 205.0 feet and South 52°30' East, 493.3 feet to station in line between Sections 34 and 35; thence North 1°45' West, along said Section line 440.0 feet, to the place of beginning, containing 2.73 acres of land, more or less.

EXCEPTING therefrom "the ownership in fee of, and the full, free, practical and exclusive right to all coal, lignite, coal oil, petroleum, naphtha, asphaltum, brea, bitumen, natural gas and all other hydrocarbon substances", and all other minerals, rock, clay and sand and rights

(continued)

thereto, together with the perpetual right to enter to explore, dig, mine, drill for and remove said substances, etc., all as reserved in deed from The Myna Land and Cattle Company, a corporation, to Jens Sorensen, dated February 11, 1915 and recorded February 18, 1915 in volume 138 of Deeds, page 94.

PARCEL 19:

North Half of North Half of Section 34, Township 20 South, Range 9 East of Mount Diablo Base and Meridian, EXCEPTING therefrom all that part described as follows:

Beginning at a large fence post standing in fence on line between Sections 27 and 34, Township 20 South, Range 9 East, M. D. M. from which the corner of Sections 26, 27, 34 and 35 bears North 89°20' East, 1615.3 feet distant; thence along fence and foot of hills in a Southeasterly direction with the following six courses and distances, South 35°30' East, 376.0 feet, South 32°45' East 503.8 feet, South 31°00' East, 262.00 feet, South 39°10' East 105.0 feet, South 46°35' East, 415.0 feet and South 51° East, 157.0 feet to the East and West line through the North Half of Section 34; thence leave fence at the foot of hill and running South 89°20' West, 4643.0 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 34; thence North 1320.0 feet, more or less, along the Section line to the common corner of Sections 27, 28, 33 and 34; thence North 89°20' East along the line of Sections 27 and 34, 3665.0 feet, more or less, to the place of beginning, Containing 130 acres of land, more or less.

PARCEL 20:

West Half of West Half of Section 29; East one-third of East Half of East Half of Section 30; West Half of Northeast Quarter, East Half of Northwest Quarter, and East Half of West Half of West Half of Section 32, all in Township 20 South, Range 10 East, M. D. B. & M., and containing 453.33 acres of land, more or less.

EXCEPTING therefrom an undivided 1/4th interest in all minerals, mineral deposits, mineral oils and natural gases of every kind and nature, as reserved by Nellie Nevada Fake in her deed to K. L. Faye, et ux, dated October 14, 1927 and recorded February 7, 1928 in Volume 140 of Official Records at page 101.

ALSO, West Half of West Half of West Half of Section 32, Township 20 South, Range 10 East, Mount Diablo Base and Meridian.

PARCEL 21:

Lot 2 of the Northwest Quarter; the West Half of Lot 1 of the Northwest Quarter; the West 41.81 acres of Lot 2 of the Northeast Quarter of Section 5; the East Half of the Southwest Quarter and the East Half of Section 7; the South Half of the Northeast Quarter of Section 8, all in Township 21 South, Range 10 East of Mount Diablo Base and Meridian, containing 645.9 acres of land, more or less.

(continued)

The West half of the Southwest Quarter of Section 5; the Southeast Quarter of the Northeast Quarter and the Southeast Quarter of Section 6; the South Half of Section 8, all in Township 21 South, Range 10 East, Mount Diablo Base and Meridian, Containing 600 acres of land, more or less.

EXCEPTING therefrom the following:

A. That certain real property in the East Half of Section 6, Township 21 South, Range 10 East, Mount Diablo Base and Meridian, described as follows:

A part of the Northwest Quarter of the Southeast Quarter of said Section 6, described as follows:

Beginning at the Northwest corner of said Quarter-Quarter Section, and running thence along the West boundary thereof

- (1) South 0°55' West 1283.79 feet, more or less, to intersection with a fence from which a 6" x 8" fence post marked "EC 13" bears South 43°21' West 124.09 feet distant; thence leave said boundary and running along said fence with the following four courses and distances
- (2) North 43°21' East 595.39 feet to a 4" x 6" fence post marked "EC 14"; thence
- (3) North 43°09' East 580.75 feet to a nail on the Southeasterly side of a fence post marked "EC 15"; thence
- (4) North 43°38' East 151.97 feet to a 3" x 3" fence post marked "EC 16"; thence
- (5) North 43°56' East 389.61 feet to intersection with the North boundary of said Quarter-Quarter Section from which a 1½" diameter iron pipe bears North 43°56' East 830.42 feet distant; thence leave said fence and running along said North boundary
- (6) North 88°12' West 1161.15 feet, more or less to the place of beginning. Containing 17.04 acres, more or less.

Courses all true.

B. A portion of the Southeast Quarter of the Northeast Quarter of said Section 6, particularly described as follows:

Beginning at the Northwest corner of said Quarter-Quarter Section, and running thence along the West boundary thereof

- (1) South 0°27' East 1153.79 feet, more or less, to intersection with a fence from which a 3" x 3" fence post marked "EC 16" bears South 43°56' West, 631.01 feet distant; thence leave said boundary and running along said fence
- (2) North 43°56' East 589.02 feet to a 1½" diameter iron pipe; thence leave said fence and running
- (3) North 0°23' East 729.21 feet to intersection with the North boundary of said Quarter-Quarter section from which a 1½" diameter iron pipe bears North 0°23' East 920.21 feet distant; thence along said North boundary
- (4) North 89°57' West, 422.61 feet more or less, to the place of beginning. Containing 8.99 acres, more or less.

Courses all true

(continued)

C. From said Parcel 22 and reserving to the United States, all the oil and gas in the land so patented and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same upon compliance with the conditions of and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509).

PARCEL 23:

The Southwest Quarter of the Southwest Quarter of Section 9, in Township 21 South, Range 10 East, Mount Diablo Base and Meridian, containing 40 acres of land, more or less.

EXCEPTING and reserving, however, from said Parcel 23 to the United States, all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862).

PARCEL 24:

All that portion of the Southwest Quarter of Section 21 Township 21 South, Range 10 East, M. D. B. & M., lying Northwesterly of the centerline of the Pine Valley Road as it exists at the date hereof.

EXCEPTING therefrom all oil, gas, hydrocarbons or other minerals in or underlying the above described lands, together with the right of ingress and egress for the purposes of exploring for, drilling for, mining or otherwise removing the said oil, gas, hydrocarbons and other minerals, as reserved in the deed from Adolph J. Wittmann and Stanley E. Wittmann, dated August 11, 1961 and filed for record August 22, 1961 Monterey County Records, in Volume 2175 Official Records, at page 415.

PARCEL 25:

All that portion of the Southeast Quarter of Section 21, Township 21 South, Range 10 East M. D. B. & M. lying Northwesterly of the centerline of the Pine Valley Road as it exists on the date hereof.

EXCEPTING therefrom an undivided one-half interest in all oil, gas, hydrocarbons or other minerals, in or underlying the above described lands, together with the right of ingress and egress for the purposes of exploring for, drilling for, mining or otherwise removing the said oil, gas, hydrocarbons and other minerals as reserved in the deed from W. F. Roland, a single man, dated July 27, 1961 and recorded July 28, 1961 in Volume 2169 Official Records at page 229, Monterey County Records.

PARCEL 26:

The Northwest Quarter of the Northwest Quarter of Section 9, Township 21 South, Range 10 East Mount Diablo Base and Meridian, containing 40 acres land, according to the U. S. Government Survey thereof.

(continued)

EXCEPT ALL THE phosphates, nitrates, potash, oil, gas, asphaltic minerals and hydrocarbons, together with the right to prospect for, mine and remove the same, as recited in the Quitclaim Deed from Thomas John McCool, Executor under the Last Will and Testament of Kate Elizabeth Brinan, also known as Kate E. Brinan, deceased, dated October 9, 1939 and recorded October 20, 1939 in Volume 640 Official Records at page 28, and in the Deed from Thomas J. McCool, as Executor of the Last Will and Testament of Kate Elizabeth Brinan, deceased, dated August 20, 1940 and recorded August 21, 1940 in Volume 678 Official Records, at page 400.

The property referred to in this Guarantee is situate in the County of Monterey, State of California and is described as follows:

PARCEL 1A

IN TOWNSHIP 21 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN:

Of Section 1: Southeast quarter ($SE\frac{1}{4}$);

Of Section 11: Southeast quarter ($SE\frac{1}{4}$); East half of Southwest quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$); Southeast quarter of Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$); and Southwest quarter of Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$);

Of Section 12: The Whole.

EXCEPTING from the $NW\frac{1}{4}$ of Section 12 to the party of the first part and her heirs, executors, administrators, agents, and assigns, the exclusive right, to all oil, gas, petroleum, asphaltum, hydrocarbons, minerals, and other similar substances therein or thereon, the right to construct and maintain on said premises, such, and as many wells; roads, pipe lines, power, telephone and telegraph lines, tanks, reservoirs, and any other works, ways, structures, machinery or appliances, that the party of the first part may deem fit for the purposes of discovering, developing, having, taking, removing, therefrom, storing, treating and refining, said oil, minerals and other said substances, the right of ingress and egress over said premises for the aforesaid purposes, and the right to transfer to her grantees the same rights as are herein excepted and reserved to the party of the first part; but not to destroy or injure any growing crops, except native grasses, or any improvements on said premises, such as buildings, horticultural trees, vines, roads or inclosures, without making just compensation for such injury or destruction and the party of the first part to erect fences around all wells and shafts to prevent injury to live stock, - as EXCEPTED IN THE DEED FROM Mary W. MacDonald Crawford to Wesley C. Eade, dated July 2, 1920 and recorded August 11, 1920 in Volume 176 of Deeds at Page 8, Monterey County Records.

Of Section 13: The North half ($N\frac{1}{2}$).

Of Section 14: The North half ($N\frac{1}{2}$).

All that portion of Lots 2 and 3, North half of Northeast quarter ($N\frac{1}{2}$ of $NE\frac{1}{4}$) and of Southeast quarter of Northeast quarter ($SE\frac{1}{4}$ of $NE\frac{1}{4}$) of Fractional Section 15 lying North and East of the Southern Pacific Railroad Company's right of way.

Of Section 15: Lot 1.

(CONTINUED)

(Parcel 1 cont'd):

IN TOWNSHIP 21 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN:

Of Section 7: Lots 1 and 2 of the Northwest quarter.
 EXCEPTING AND RESERVING to the United States of America from said Lots 1 and 2 all the oil and gas in the lands so patented, and to it or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat., 509), as recited in the patent of record.

Of Section 7: Lot 2 of Southwest quarter.

PARCEL 2:

Certain real property situate, lying, and being in the Southwest quarter (SW $\frac{1}{4}$) of Section 6 in Township 21 South, Range 10 East, Mount Diablo Base and Meridian, in the County of Monterey, State of California, particularly described as follows, to-wit:

BEGINNING at a 2" x 4" redwood post standing at a fence corner at the southwest corner of said Section 6, and running thence along a fence with the following eight (8) courses and distances:

- (1) North 60° 58' East, 163.57 feet to a 4" x 5" fence post marked "E.C. 2"; thence
 - (2) North 60° 15' East, 165.1 feet to a 3" x 4" fence post marked "E.C. 3"; thence
 - (3) North 60° 12' East, 206.79 feet to a 3" x 3" fence post marked "E.C. 4"; thence
 - (4) North 61° 26' East, 162.07 feet to a 3" x 3" fence post marked "E.C. 5"; thence
 - (5) North 59° 55' East, 107.51 feet to a 2" x 4" fence post marked "E.C. 6"; thence
 - (6) North 60° 31' East, 261.45 feet to a 5" x 7" fence post marked "E.C. 7"; thence
 - (7) North 60° 42' East, 293.02 feet to a 5" x 7" fence post marked "E.C. 8"; thence
 - (8) North 66° 56' East, 192.43 feet to intersection with the west line of the Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of said Section 6 from which a 5" x 7" fence post marked "E.C. 9" bears North 66° 56' East, 274.15 feet distant; thence leave said fence and running along said west line of the Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 6,
 - (9) South 0° 09' West, 741.75 feet, more or less, to the southwest corner of said Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 6; thence along the south line of said Section 6,
 - (10) South 89° 57' West, 1359.4 feet, more or less, to the place of beginning.
- CONTAINING an area of 11.91 acres of land.
 Courses, all true.

(Parcel 2 cont'd):

BEGINNING at a 2" x 4" post standing at the southeast corner of the Northeast quarter (NE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of said Section 6, and running thence along the south boundary of said quarter-quarter section,

(1) North 88° 53' West, 55.85 feet to a point in a fence from which a 6" x 8" fence post marked "E.C. 13" bears South 43° 21' West, 41.33 feet distant; thence leave said boundary and running along said fence,

(2) North 43° 21' East, 82.76 feet to intersection with the east boundary of said quarter-quarter section from which a 4" x 6" fence post marked "E.C. 14" bears North 43° 21' East, 595.39 feet distant; thence leave said fence and running along last mentioned boundary,

(3) South 0° 55' West, 61.28 feet to the place of beginning.
CONTAINING an area of 0.04 acres of land.
Courses all true.

ALSO EXCEPTING FROM ALL THE LANDS DESCRIBED IN PARCELS 1 and 2 ABOVE, ALL THE REMAINING oil, gas and/or minerals; and all rock, sand and/or gravel (together with the right of the grantee, his or her heirs, assigns, lessees, and legal representatives at all times to enter on the land and to take all the usual, necessary or convenient means to bore wells, make excavations, and to remove oil, gas and/or minerals and rock, sand and/or gravel, - as conveyed by W. C. Eade Ranches, Inc., a corporation, to Kenneth Eade, Harold Eade, Dorothy Bengard, Nellie Claassen, and Helen Carter, each an undivided 1/5 interest, all married and as their separate property, by Deed dated September 22, 1961 and recorded October 13, 1961 in Volume 2192 Official Records at Page 221, Monterey County Records.

The Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$), or South half of Lot 1 of Southwest quarter, of Section 6 in Township 21 South, Range 10 East, Mount Diablo Base and Meridian, in the County of Monterey, State of California.

EXCEPTING THEREFROM the following: BEGINNING at the northwest corner of said quarter-quarter section, and running thence along the west boundary thereof,

(1) South 0° 09' West, 609.65 feet, more or less, to intersection with a fence from which a 5" x 7" fence post marked "E.C. 8" bears South 66° 56' West, 192.43 feet distant; thence leave said boundary and running along a fence with the following six (6) courses and distances:

(2) North 66° 56' East, 274.15 feet to a 5" x 7" fence post marked "E.C. 9"; thence

(3) North 67° 14' East, 536.9 feet to a 3" x 3" fence post marked "E.C. 10"; thence

(4) North 67° 06' East, 497.21 feet to a 5" x 7" fence post marked "E.C. 11"; thence

(5) North 60° 27' East, 35.37 feet to a 5" x 7" fence post marked "E.C. 12"; thence

(6) North 48° 58' East, 43.0 feet to a 6" x 8" fence post marked "E.C. 13"; thence

(CONTINUED)

- (7) North 43° 21' East, 41.33 feet to intersection with the north boundary of said quarter-quarter section from which a 4" x 6" fence post marked "E.C. 14" bears North 43° 21' East, 678.15 feet distant; thence leave said fence and running along said northerly boundary of the Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 6;
- (8) North 88° 53' West, 1295.55 feet, more or less, to the place of beginning.

CONTAINING an area of 9.38 acres of land.
Courses all true.

ALSO EXCEPTING FROM said South half of Lot 1 of Southwest quarter all the oil and gas in the lands so patented and to it or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions of and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat., 509), as recited in patent of record.

PARCEL 3:A:

A portion of Lot 4 of the San Bernardo Rancho, in Monterey County, California, being part of that certain 1699.25 acre tract conveyed by Leo Albert Christal et ux, to Frank Hebron, et al, by Deed of April 24, 1920, recorded in Volume 173 of Deeds at Page 227 therein, Monterey County Records, California, and particularly described as follows, to-wit:

COMMENCING at a 6" x 6" x 6 foot white redwood post marked S.L.5 and S.B.12, set for the common corner to the Ranchos San Lucas and San Bernardo, as finally surveyed, in the southwestern line of fractional Section 9, Township 21 South, Range 9 East, Mount Diablo Base and Meridian, and as shown on Maps 1, 2 and 3; accompanying referee's report, on file in the office of the County Recorder in Monterey County, California, in a certain proceeding for the partition of certain real property, including the property herein described, and entitled, "Teresa Johnson et als, plaintiffs, vs. Julius A. Trescony, et als, defendants"; thence along the northeastern line of said San Bernardo Rancho, as finally surveyed and as shown on said maps,

(1) South 43° 27' East, ascend, at 15.08 chains top of flat ridge, and continue along its northeast edge, at 22.50 chains begin descent, at 55.35 chains cross dry ravine from N.E. to W.; and continue over S.W. face of brushy and rocky spur, at 75.00 chains enter rolling land, at 90.56 chains cross center line of Southern Pacific main track and right of way at station 4854+60.4 of the survey of the location of said center line, 6053.42 feet to a 4 x 4 survey post marked SB, CR, standing on southern side of said Southern Pacific Railroad Company right of way (100 feet wide), and on northern side of the San Lucas-San Ardo Road (60 feet wide), as laid out in said Partition, and from which station and monument R.21, as shown on said Maps bears South 43° 27' East, 45.97 feet distant, and a 6" x 6" x 6 Foot white redwood post monument,

(CONTINUED)

(Parcel 3 cont'd):

marked S.B.11, standing at corner S.B.11 of the survey of the San Bernardo Rancho, bears South $43^{\circ} 27'$ East, 617.85 feet distant, as shown on said map; thence leaving the northeastern side of the Rancho San Bernardo, and along southern side of said Southern Pacific Railroad Right of Way (100 feet wide), and northern side of said San Ardo-San Lucas Road (now State Highway),

(2) North $84^{\circ} 05'$ West, 1016.4 feet, at 61.4 feet survey stake, at a corner of that certain 366.41 acre tract conveyed by Frank Hebron, et al, to P. Oberti, by Deed recorded in Volume 187 of Deeds at Page 424 therein, Monterey County Records, California, and along northern side of said 366.41 acre tract, 1016.4 feet to station; thence

(3) On the arc of a circular curve to the right, the center and radius of which bears North $5^{\circ} 54'$ East, 4347.3 feet distant, for a distance of 618.3 feet to station and most northern corner of said Oberti 366.41 acre tract, leave southern side of Southern Pacific Railroad Company right of way, and along northwest side of Oberti 366.41 acre tract,

(4) South $40^{\circ} 03'$ West, 54.8 feet to a 4 x 6 survey post marked I, leave northwest side of Oberti 366.41 acre tract, and along exterior boundary of said Frank L. Hebron et al, 1699.26 acre tract, with the following three (3) courses, distances and curvature,

(5) along southwest side of County Road (60 feet wide), on a 4407 foot radius curve to the right, for a distance of 3590.5 feet to a point opposite station 19, of the survey of said County Road; thence along said side of said Road, 30 feet from and parallel with the center line thereof, as shown on Map No. 1,

(6) North $27^{\circ} 31'$ West, 926.64 feet to point of intersection with said side of Road, with the boundary line between the Ranchos San Bernardo and San Lucas; thence leave side of road and along said Rancho boundary line,

(7) North $30^{\circ} 30'$ East, at 35.37 feet intersect the center line of said road, as per said Maps, 1397.61 feet to the place of beginning, CONTAINING 158.5 acres of land, more or less, EXCLUSIVE of said road and railroad.

EXCEPTING AND RESERVING all oil, gas, hydrocarbons and minerals in, on, or under the said PARCEL 3, together with the right to mine, prospect for, develop and remove the same, and also all necessary rights of ingress and egress in connection therewith, as contained in the Deed from Frank L. Hebron et al, to W. C. Fede, et ux, dated January 11, 1944 and recorded January 25, 1944 in Volume 822 Official Records at Page 157, Monterey County Records.

(CONTINUED)

Parcel 4

The Southwest 1/4 of Section 33, Township 20 South, Range 9 East of Mount Diablo Base and Meridian;
 The Southwest 1/4 of Section 1;
 The South 1/2 of the South 1/2 of Section 2;
 The South 1/2 of the South 1/2 of Section 3;
 The West 1/2 and the West 1/2 of Lots No. 1 and No. 2 of the Northeast quarter (NE¹) and the West 1/2 of the Southeast 1/4 and that portion of the Southeast 1/4 of the Southeast 1/4 described as follows:
 BEGINNING at the corner common to Sections 3, 4, 9 and 10 in Township 21 South, Range 9 East, at a stake marked M.S.1, thence North (Mag. Var. 16 degrees East) 18.50 chains to a stake marked M.C.2; thence South 86° 40' west, 20.10 chains to a picket in fence marked M.C.3; thence South 17 chains and 44 links to a stake marked M.C.4; thence East, 20.00 chains to the place of beginning, and containing 36 acres in Section 4;

The North 1/2 of Section 10;
 The North 1/2 of the Northeast 1/4, the Southeast 1/4 of the Northeast 1/4; the Northeast 1/4 of the Northwest 1/4; the West 1/2 of the Northwest 1/4 and the West 1/2 of the Southwest 1/4 in Section 11,

all in Township 21 South, Range 9 East, Mount Diablo Base and Meridian;

CONTAINING a total of 1792.56 acres of land, more or less.

EXCEPTING AN UNDIVIDED ONE-HALF (1/2), all oils, natural gas, minerals and mineral substances of whatsoever kind that may be on or under said property, as reserved in the deed from Ella Cook Kelly, et al., to Eade Bros., Inc., a corporation, dated April 12, 1961 and recorded May 8, 1961 in Volume 2146 Official Records at Page 439, Monterey County Records.

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