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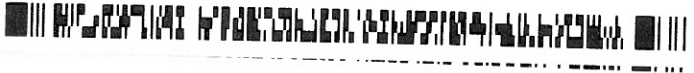
Stephen L. Vagnini
Monterey County Clerk-Recorder

08/13/2019 03:38 PM

Recorded at the request of:
CLERK OF THE BOARD

Titles: 1 Pages: 20

Fees: \$70.00
Taxes: \$0.00
AMT PAID: \$70.00



WHEN RECORDED MAIL TO:

Clerk of the Board

168 W. Alisal St., 1st Floor

Salinas, CA 93901

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT

**2019 Amendment to Land Conservation Contract No. 73-30
Planning File No. PLN180398- Adjusted Lot 2
Board Resolution No. 19-047**

Legistar File ID No. RES 19-002, Approved February 12, 2019
by the Monterey County Board of Supervisors

mgp 8/13-19 Duplicate ORIGINAL (JBP)

2019 AMENDMENT TO LAND CONSERVATION CONTRACT No. 73-30
Planning File No. PLN 180398 – Adjusted Lot 2 – Board Resolution No. 19-047

8/12/2019

THIS CONTRACT is made and entered into as of the last date opposite the respective signatures by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Ernest Errol Simard II and Eileen F. Simard, Trustees of the Simard-Simard II 1990 Trust dated June 27, 1990 as to an undivided 25% interest; ~~Sandra Catherine Houde as to an undivided 25% interest; Suzanne Elizabeth Plann Miller as to an undivided 25% interest; Denis H. Simard as Trustee of the Denis H. Simard Revocable Trust dated August 25, 2006 as an undivided 25% interest,~~ hereinafter called "Owner."

SMM 8/12/19

mgp 8/13/19

mgp 8/13/19

mgp 8/13/19

WITNESSETH:

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

WHEREAS, the property is located in an Agricultural Preserve and Land Conservation Contract No. (No. 73-30) heretofore established by County by Resolution No. 73-34-30; and

WHEREAS, said Land Conservation Contract No. 73-30 between the County of Monterey and Joseph I. Violini, aka Joseph E. Violini, aka Joseph E. Violini Jr., aka Joe I. Violini Jr., aka Joe Violini Jr., Ben P. Violini, aka Benjamin P. Violini, and Leo Violini is recorded with the County Recorder at Reel 830, Pages 748-765;

WHEREAS, an application (Resource Management Agency [RMA] Planning File No. PLN 180398) was submitted for a Lot Line Adjustment between two (2) legal lots of record involving Lot 1 (APN 416-441-045) and Lot 2 (APN 416-441-046) owned by Ernest Errol Simard II and Eileen F. Simard, Trustees of the Simard-Simard II 1990 Trust dated June 27, 1990 as to an undivided 25% interest; ~~Sandra Catherine Houde as to an undivided 25% interest; Suzanne Elizabeth Plann Miller as to an undivided 25% interest; Denis H. Simard as Trustee of the Denis H. Simard Revocable Trust dated August 25, 2006 as an undivided 25% interest;~~ and Sandra Houde Moritz, hereinafter called "Owner";

SMM 8/12/19

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WHEREAS, on February 12, 2019 pursuant to Board of Supervisors Resolution No. 19-047 on file with the Clerk of the Board and Resource Management Agency Planning Department and incorporated by this reference, said Board approved a Lot Line Adjustment between two (2) existing legal lots of record (under Williamson Act Agricultural Preserve Land Conservation Contract No. 73-30) of approximately 10.03 acres (Existing Lot 1) and 296.90 (Existing Lot 2), resulting in two (2) legal lots of record of 84.53 acres (Adjusted Lot 1) and 222.40 acres (Adjusted Lot 2) with no net decrease in acreage under the Williamson Act Contract;

WHEREAS, on February 12, 2019 pursuant to Board of Supervisors Resolution No. 19-047, said Board authorized the Chair to execute a new or amended Land Conservation Contract (or Contracts) in order to rescind a portion of the existing Land Conservation Contract as applicable to the reconfigured lot(s) only and simultaneously execute a new or amended Land Conservation Contract (or Contracts) for the reconfigured lots between the County and the property owners reflecting the new legal description, current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Policies or Procedures;

2019 AMENDMENT TO LAND CONSERVATION CONTRACT No. 73-30
Planning File No. PLN 180398 – Adjusted Lot 2 – Board Resolution No. 19-047

8/12/2019
JEP

THIS CONTRACT is made and entered into as of the last date opposite the respective signatures by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Ernest Errol Simard II and Eileen F. Simard, Trustees of the Simard-Simard II 1990 Trust dated June 27, 1990 as to an undivided 25% interest; Sandra Catherine Houde as to an undivided 25% interest; Suzanne Elizabeth Plann Miller as to an undivided 25% interest; Denis H. Simard as Trustee of the Denis H. Simard Revocable Trust dated August 25, 2006 as an undivided 25% interest, hereinafter called "Owner."

JEP
8/12/2019

map
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WITNESSETH:

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

WHEREAS, the property is located in an Agricultural Preserve and Land Conservation Contract No. (No. 73-30) heretofore established by County by Resolution No. 73-34-30; and

WHEREAS, said Land Conservation Contract No. 73-30 between the County of Monterey and Joseph I. Violini, aka Joseph E. Violini, aka Joseph E. Violini Jr., aka Joe I. Violini Jr., aka Joe Violini Jr., Ben P. Violini, aka Benjamin P. Violini, and Leo Violini is recorded with the County Recorder at Reel 830, Pages 748-765;

WHEREAS, an application (Resource Management Agency [RMA] Planning File No. PLN 180398) was submitted for a Lot Line Adjustment between two (2) legal lots of record involving Lot 1 (APN 416-441-045) and Lot 2 (APN 416-441-046) owned by Ernest Errol Simard II and Eileen F. Simard, Trustees of the Simard-Simard II 1990 Trust dated June 27, 1990 as to an undivided 25% interest; Sandra Catherine Houde as to an undivided 25% interest; Suzanne Elizabeth Plann Miller as to an undivided 25% interest; Denis H. Simard as Trustee of the Denis H. Simard Revocable Trust dated August 25, 2006 as an undivided 25% interest; and Sandra Houde Moritz, hereinafter called "Owner";

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WHEREAS, on February 12, 2019 pursuant to Board of Supervisors Resolution No. 19-047 on file with the Clerk of the Board and Resource Management Agency Planning Department and incorporated by this reference, said Board approved a Lot Line Adjustment between two (2) existing legal lots of record (under Williamson Act Agricultural Preserve Land Conservation Contract No. 73-30) of approximately 10.03 acres (Existing Lot 1) and 296.90 (Existing Lot 2), resulting in two (2) legal lots of record of 84.53 acres (Adjusted Lot 1) and 222.40 acres (Adjusted Lot 2) with no net decrease in acreage under the Williamson Act Contract;

WHEREAS, on February 12, 2019 pursuant to Board of Supervisors Resolution No. 19-047, said Board authorized the Chair to execute a new or amended Land Conservation Contract (or Contracts) in order to rescind a portion of the existing Land Conservation Contract as applicable to the reconfigured lot(s) only and simultaneously execute a new or amended Land Conservation Contract (or Contracts) for the reconfigured lots between the County and the property owners reflecting the new legal description, current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Policies or Procedures;

WHEREAS, on February 12, 2019 pursuant to Board of Supervisors Resolution No. 19-047, said Board directed the Clerk of the Board to record the new or amended Land Conservation Contract (or Contracts) subject to the submittal of the appropriate recording fees from the property owners of record;

WHEREAS, on February 12, 2019, said Board approved the Lot Line Adjustment in general conformance with the sketch and plans, and subject to the conditions, attached to Board of Supervisors Resolution No. 19-047 on file with the Clerk of the Board and the Resource Management Agency – Planning Department, and incorporated herein by this reference.

WHEREAS, both Owner and County desire to execute a new or amended Land Conservation Contract in order to rescind a portion of existing Land Conservation Contract No. 73-30 recorded at **Reel 830, Pages 748-765** as applicable to **Adjusted Lot 2** only and simultaneously execute a new or amended Land Conservation Contract for the **Adjusted Lot 2** between the County and Owner reflecting the new legal description, current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Policies or Procedures;

WHEREAS, a **Certificate of Compliance, Document 2019020130** was recorded on May 20, 2019 for **Adjusted Lot 2**, owned by **Ernest Errol Simard II and Eileen F. Simard, Trustees of the Simard-Simard II 1990 Trust dated June 27, 1990 as to an undivided 25% interest; Sandra Catherine Houde as to an undivided 25% interest; Suzanne Elizabeth Plann Miller as to an undivided 25% interest; Denis H. Simard as Trustee of the Denis H. Simard Revocable Trust dated August 25, 2006 as an undivided 25% interest (Owner);**

*TOP
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8/14/2019*

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8/12/2019
JBP
8/12/2019*

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.

Pursuant to Board of Supervisors Resolution No. 19-047 on file with the Clerk of the Board and the Resource Management Agency – Planning Department and incorporated by this reference, this contract is entered into pursuant to Chapter 7 (commencing with Section 51200) as Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, or as the Williamson Act. This contract is subject to all of the provisions of this act including any amendments thereto which may be enacted from time to time.

2. RESTRICTION ON USE OF PROPERTY.

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

for the subject property which are set forth in Exhibit B. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to limit or supersede the planning and zoning powers of County.

3. TERM OF CONTRACT.

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

4. NOTICE OF NONRENEWAL.

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

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

5. NO COMPENSATION.

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

6. SUCCESSORS IN INTEREST.

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

Nonetheless, each new Owner who succeeds to ownership of the aforesaid property shall be obliged to execute a new contract identical to or more restrictive than this contract in order to perfect his/her/its 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 a contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract or contracts as applicable. The division of land under contract within an agricultural preserve will not be approved unless It can be reasonably established that there will be no loss in the production of food and fiber within the agricultural preserve from said division.

8. EMINENT DOMAIN OR OTHER ACQUISITION.

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

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

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

9. CANCELLATION.

This contract may be canceled by the mutual agreement of the parties hereto in the manner provided in this paragraph. It is understood by the parties hereto that the existence of an opportunity for another use of the property shall not be sufficient reason for the cancellation of this contract. A potential alternative use of the property may be considered only if there is no proximate

non-contracted land suitable for the use to which it is proposed that this property be put. The parties further understand that the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this contract, but may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

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

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

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

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

10. LIABILITY OF OWNER UPON CANCELLATION.

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

restrictions imposed by this contract. The Assessor shall certify to the Board of Supervisors the cancellation valuation of the land for the purpose of determining the cancellation fee.

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

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

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

11. NOTICES.

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

12. COSTS OF LITIGATION.

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

13. ENFORCEMENT.

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

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

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

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

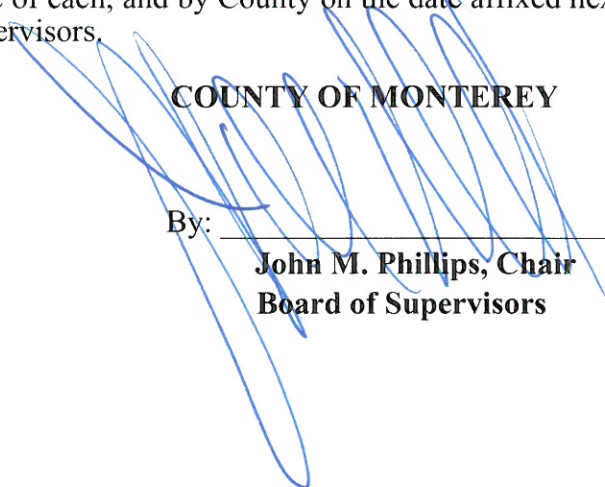
14. INCORPORATION OF RECITALS.

The parties understand and agree that the Recitals to this Land Conservation Contract are hereby incorporated into this Land Conservation Contract.

IN WITNESS WHEREOF the parties have caused this contract to be executed by Owner on the date affixed next to the signature of each, and by County on the date affixed next to the signature of the Chair of the Board of Supervisors.

COUNTY OF MONTEREY

Dated: 7.16.19

By: 
John M. Phillips, Chair
Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

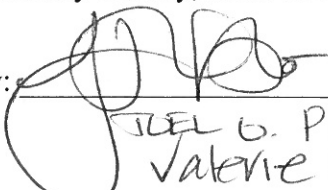

State of California)
County of Monterey)

On July 16, 2019, before me, JOEL G. PABLO, DEPUTY BOARD CLERK
Clerk of the Board of Supervisors, personally appeared
John M. Phillips, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

VALERIE RALPH
Clerk of the Board of Supervisors of
Monterey County, State of California

By: 
JOEL G. PABLO FOR VALERIE RALPH


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

[COUNTY SEAL]:

OWNER:

Ernest Errol Simard II and Eileen F. Simard, Trustees of the Simard-Simard II 1990 Trust dated June 27, 1990 as to an undivided 25% interest; ~~Sandra Catherine Houde as to an undivided 25% interest~~; Suzanne Elizabeth Plann Miller as to an undivided 25% interest; Denis H. Simard as Trustee of the Denis H. Simard Revocable Trust dated August 25, 2006 as an undivided 25% interest

8/2/19

Dated: 7/24/19

[Signature]

Ernest Errol Simard II, Trustee
Simard-Simard II 1990 Trust dated June 27, 1990

Dated: 7/24/19

[Signature]

Eileen F. Simard, Trustee
Simard-Simard II 1990 Trust dated June 27, 1990

JEP 8/12/2019

Dated: 8/2/19

[Signature]

Sandra Catherine Houde
8/2/19 AKA

JEP 8/12/2019

Dated: SIGNED IN COUNTERPARTS — JEP 8/12/2019

Suzanne Elizabeth Plann Miller

Dated: SIGNED IN COUNTERPARTS — JEP 8/12/2019

Denis H. Simard as Trustee of the Denis H. Simard
Revocable Trust dated August 25, 2006

OWNER:

Ernest Errol Simard II and Eileen F. Simard, Trustees of the Simard-Simard II 1990 Trust dated June 27, 1990 as to an undivided 25% interest; ~~Sandra Catherine Houde as to an undivided 25% interest; Suzanne Elizabeth Plann Miller as to an undivided 25% interest; Denis H. Simard as Trustee of the Denis H. Simard Revocable Trust dated August 25, 2006 as an undivided 25% interest~~

*ESM
8/2/19*

Dated: SIGNED IN COUNTERPARTS - JGP 8/12/2019

**Ernest Errol Simard II, Trustee
Simard-Simard II 1990 Trust dated June 27, 1990**

Dated: SIGNED IN COUNTERPARTS - JGP 8/12/2019

**Eileen F. Simard, Trustee
Simard-Simard II 1990 Trust dated June 27, 1990**

Dated: 8/2/19 *JGP 8/12/2019*

Sandra Catherine Houde
Sandra Catherine Houde

Dated: 7/29/2019

Suzanne Elizabeth Plann Miller
Suzanne Elizabeth Plann Miller

Dated: SIGNED IN COUNTERPARTS - JGP 8/12/2019

**Denis H. Simard as Trustee of the Denis H. Simard
Revocable Trust dated August 25, 2006**

OWNER:

Ernest Errol Simard II and Eileen F. Simard, Trustees of the Simard-Simard II 1990 Trust dated June 27, 1990 as to an undivided 25% interest; ~~Sandra Catherine Houde as to an undivided 25% interest~~; Suzanne Elizabeth Plann Miller as to an undivided 25% interest; Denis H. Simard as Trustee of the Denis H. Simard Revocable Trust dated August 25, 2006 as an undivided 25% interest

ES II
8/2/19

Dated: SIGNED IN COUNTERPARTS - TOP / 8/12/2019

Ernest Errol Simard II, Trustee
Simard-Simard II 1990 Trust dated June 27, 1990

Dated: SIGNED IN COUNTERPARTS - TOP / 8/12/2019

Eileen F. Simard, Trustee
Simard-Simard II 1990 Trust dated June 27, 1990

Dated: 8/2/19

Sandra Catherine Houde
Sandra Catherine Houde
8/12/2019
8/2/19

Dated: SIGNED IN COUNTERPARTS - TOP / 8/12/2019

Suzanne Elizabeth Plann Miller

Dated: 7/24/19

Denis H. Simard, TRUSTEE
Denis H. Simard as Trustee of the Denis H. Simard
Revocable Trust dated August 25, 2006

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

Sonoma

On 7/24, 2019, before me, Gabriela Trejo Cervantes,

Notary Public, personally appeared Ernest Enel Seward II, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Gabriela Trejo Cervantes
Notary Public

[SEAL]



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF MONTEREY

Sonoma

On 7/24, 2019, before me, Gabriela Trejo Cervantes,

Notary Public, personally appeared Eileen Fordyce Seward, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Gabriela Trejo Cervantes
Notary Public

[SEAL]



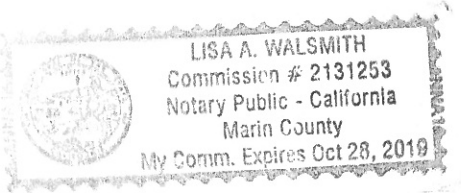
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Marin
On July 29, 2019 before me, Lisa A. Walmsley, Notary Public
personally appeared Suzanne Elizabeth Flann Miller
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature of Notary Public (Handwritten Signature)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Signer's Name:

Corporate Officer - Title(s):

Corporate Officer - Title(s):

Partner - Limited General

Partner - Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other:

Other:

Signer is Representing:

Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Nevada }

On 07/24/2019, before me, Sarah A Myers, Notary Public,
personally appeared Denis H Simard

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



WITNESS my hand and official seal.

SIGNATURE Sarah A Myers

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: 2019 Amendment to land
conservation contract

Document Date: 7/24/19 Number of Pages: 12

Signer(s) Other than Named Above: n/a

EXHIBIT A
PLN180398

Legal Description of Adjusted Lot 2

A portion of Section 17, Township 16 South, Range 3 East, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at a point in the center line of the County Road from which a 4 x 4 post marked S8, 9, 16 and 17 standing at the Northeast corner of Section 17, T. 16 S., R. 3 E., M.D.B. & M., bears North 1° 16' West, 1867.69 feet distant; and running thence

- 1) Along and following the line common to Sections 16 and 17, South 1° 16' 00" East, 3,263.93 feet (shown as 3,264.55 feet per DOCUMENT: 2006093653) to a point standing at the intersection of the fence lines; thence
- 2) South 89° 31' 00" West, 4,092.75 feet; thence
- 3) North 00° 29' 00" West, 451.47 feet; thence
- 4) North 39° 49' 32" East, 345.18 feet; thence
- 5) North 82° 53' 36" East, 329.49 feet; thence
- 6) North 64° 51' 05" East, 349.42 feet; thence
- 7) North 15° 21' 35" East, 700.16 feet; thence
- 8) North 29° 25' 57" West, 781.08 feet to a point on the easterly line of that certain 10.03 AC. NET parcel as shown on Volume X-5 of Surveys at Page 78; thence along said easterly line of said 10.03 AC. NET parcel
- 9) North 09° 41' 30" East, 397.39 feet to the northeast corner of said 10.03 AC. NET parcel, said point also being on the Quarter Section Line as described in course number 16 as per said DOCUMENT: 2006093653; thence along said Quarter Section Line
- 10) North 89° 48' 30" East, 694.01 feet (shown as 689.6 feet on said Volume X-5 of Surveys at Page 78) to a point in the fence corner taken as the Quarter Section Corner; thence along the following Quarter Section Line
- 11) North 01° 13' 00" East 535.08 feet to a point in the center line of said County Road; thence along and following the County Road
- 12) South 81° 05' 30" East, 318.16 feet; thence
- 13) South 63° 05' 00" East, 271.65 feet; thence
- 14) South 78° 36' 30" East, 411.23 feet; thence
- 15) South 44° 13' 15" East, 177.54 feet; thence
- 16) South 83° 01' 45" East, 168.25 feet; thence
- 17) Tangentially curving to the right 95.92 feet along the arc of a curve of 75.00 feet radius, through a central angle of 73° 16' 30"; thence
- 18) Tangentially curving to the left 105.82 feet (105.70 per said DOCUMENT: 2006093653) on the arc of a curve of 130.00 feet radius, through a central angle of 46° 38' 15"; thence tangentially

- 19) South 56° 23' 30" East, 216.00 feet; thence
- 20) Tangentially curving to the left, 273.43 feet on the arc of a curve of 200.00 feet radius, through a central angle of 78° 20' 00"; thence tangentially
- 21) North 45° 16' 30" East, 321.18 feet; thence
- 22) North 42° 25' 00" East, 329.82 feet; thence
- 23) North 49° 41' 30" East, 436.10 feet (shown as 436.78 per said DOCUMENT: 2006093653) to the **Point of Beginning**.

EXCEPTING the interest of the County of Monterey in that portion thereof included in public county roads.

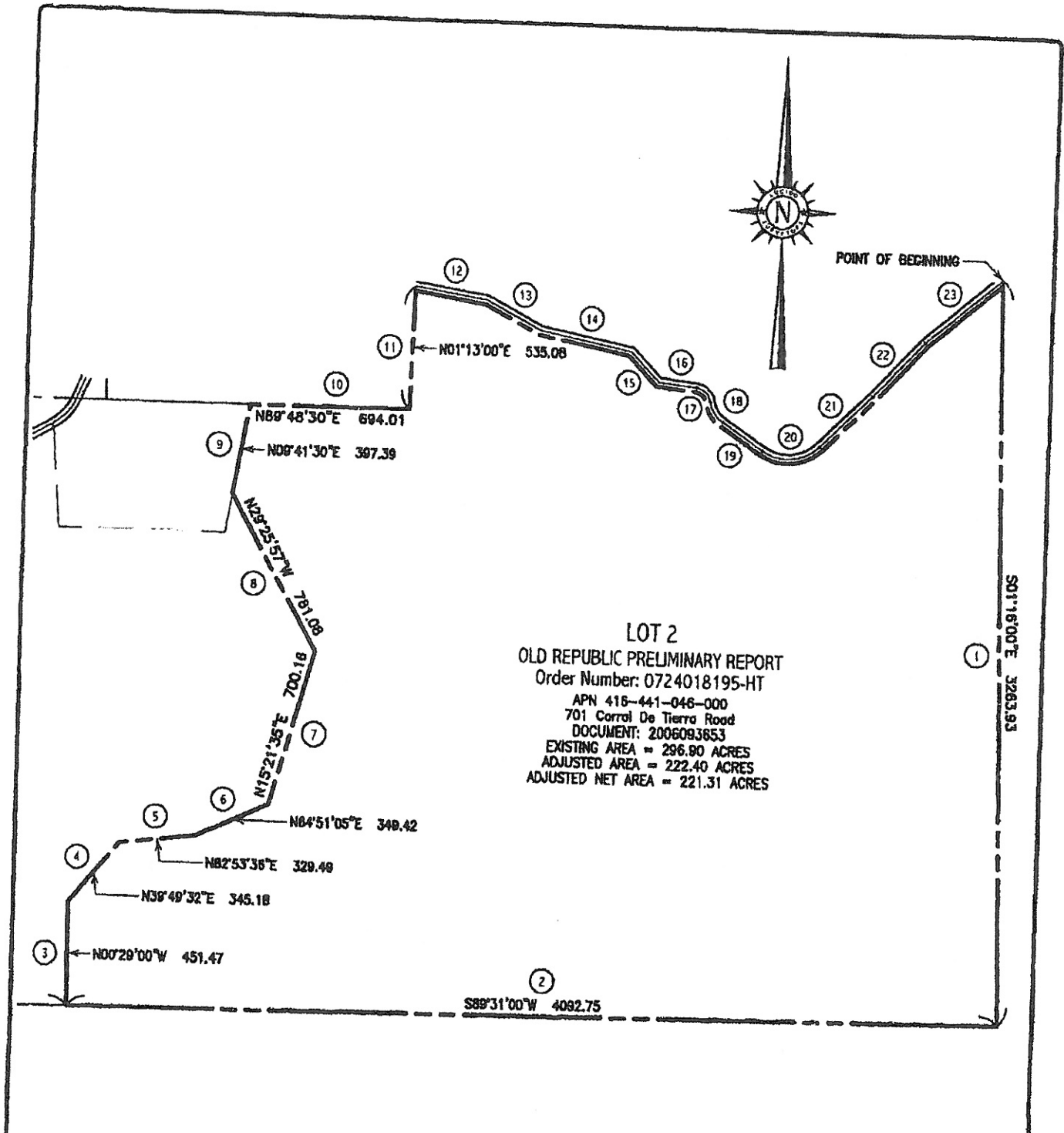
Containing 221.31 Net Acres, more or less, as shown on the Exhibit attached hereto and made a part of.

THE BEARING OF SOUTH 09°41'30" WEST AS SHOWN ON THE MAP FILED IN VOLUME X-5 OF SURVEYS AT PAGE 78, IS THE BASIS OF BEARINGS FOR THIS DESCRIPTION.



Frank Lucido Jr., PLS 8368
April 11, 2019
Project #2087

The purpose of this deed is to adjust the parcel boundaries in conformance to the lot line adjustment approved by the County of Monterey, PLN180398. This deed is being recorded pursuant to §66412(d) of the California Government Code and shall be deemed to reconfigure the subject parcels in conformance to said approved lot line adjustment. Any configuration of said subject parcels that existed prior to recordation of this deed shall no longer be valid and shall not be used for the purpose of sale, lease or financing, whether immediate or future.



PLN 180398

EXHIBIT "B" for ADJUSTED LOT 2

BEING A PORTION OF

Section 17, Township 16 S., Range 3 E., Mount Diablo Base and Meridian
STATE OF CALIFORNIA

by LUCIDO SURVEYORS  Del Rey Oaks, California

SCALE: 1" = 600'

PROJECT No. 2087

APRIL 2019

ONE SHEET ONLY

EXHIBIT "B"

LAND CONSERVATION AGREEMENT

COMPATIBLE USES

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced.
2. Structures necessary and incidental to the agricultural use of the land.
3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner. Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.
4. Dwellings for persons employed by owner or lessee and the family of the employee or lessee incidental to the agricultural use of the land.
5. An aircraft landing strip incidental to the agricultural use of the land.
6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.
7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.
8. Public or private hunting of wildlife or fishing.
9. Public or private hunting clubs and accessory structures.
10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.
11. Public or private riding or hiking trails.
12. Removal of natural materials.
13. Disposal site for oil field wastes, provided that any such use shall be made only in accordance with the use permit and other permits issued by the County of Monterey and the California Regional Water Quality Board and such other governmental authority as may have jurisdiction over this use.

"Wastes received (discharged) at the site have been, and will continue to be, limited to petroleum and oil field wastes, such as muds, oily water, tank bottom wastes, and brine waters."