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MONTEREY COUNTY
LAND USE DIVISION
RESOURCE MANAGEMENT AGENCY

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REEL 755 PAGE 1
RECORDED AT REQUEST

COUNTY OF MONTEREY
FEB 23 3 10 PM '72

OFFICE OF THE COUNTY CLERK
SALINAS, CALIF. NO. 158A

LAND CONSERVATION CONTRACT

REEL 755 PAGE 1

THIS CONTRACT made and entered into this 22nd day of February 1972, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Phil Stadtler, Jr. and Lois Stadtler hereinafter called "Owner".

WITNESSETH:

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

WHEREAS, the property is located in an agricultural preserve (No. 72-36) heretofore established by County by Resolution No. 72-33-36; and

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

NOW, THEREFORE, County and Owner agree as follows:

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

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

2. RESTRICTION ON USE OF PROPERTY

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

3. TERM OF CONTRACT

This contract shall become effective on the 28th day of

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

4. NOTICE OF NONRENEWAL

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

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

5. NO COMPENSATION

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

6. SUCCESSORS IN INTEREST

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

7. DIVISION OF LAND

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

8. CONDEMNATION

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

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

9. CANCELLATION

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

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

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

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

10. LIABILITY OF OWNER UPON CANCELLATION

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

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

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

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

11. NOTICES

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

12. COSTS OF LITIGATION

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

IN WITNESS WHEREOF the parties here to have caused this contract to be executed: by Owner on February 17, 1972 and by County on February 22, 1972.

COUNTY OF MONTEREY

By Warren Church
Chairman, Board of Supervisors

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss

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

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

By Maudie J. Hatoko
Deputy

Phil Stadler, Jr.
Phil Stadler, Jr.

Lois Stadler
Lois Stadler

Owner

Texas
STATE OF CALIFORNIA }
COUNTY OF El Paso } SS

On this 17th day of February, 1972, before me
B. C. Cline, A Notary Public in and for
the County of El Paso, State of California, Texas
residing therein, duly commissioned and sworn, personally appeared

Phil Stettin Jr
Lois Stettin

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

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



B. C. Cline
Notary Public in and for the El Paso County of California, State of California.

My Commission Expires 6/1/73 Texas

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

PARCEL 1

In Township 20 South, Range 7 East, Mount Diablo Base and Meridian:

Of Section 22: Southeast 1/4 of Southeast 1/4;

Of Section 23: Southeast 1/4 of Southeast 1/4;

Of Section 25: All that portion of the Southwest 1/4 of Northwest 1/4 lying southwesterly of the following described line:

BEGINNING at the northwest corner of the said Southwest 1/4 of Northwest 1/4 and running thence southeasterly, in a straight line to the southeast corner of the said Southwest 1/4 of Northwest 1/4.

Of Section 25: West 1/2 of Southwest 1/4.

Of Section 26: Northeast 1/4 of Northeast 1/4; South 1/2 of Northeast 1/4, and Southeast 1/4.

Of Section 27: East 1/2 of Northeast 1/4.

EXCEPTING AN UNDIVIDED 1/2 of all oils, gases, hydrocarbons and other minerals situate therein or thereunder, as excepted in the deed from Flora J. Ulrey, et al, to Loring H. Burns, et ux, dated June 6, 1940 and recorded in Volume 671 Official Records, at page 393, Monterey County Records.

ALSO EXCEPTING that portion of the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 20 South, Range 7 East, Mount Diablo Base and Meridian, in the County of Monterey, State of California, lying to the South of Pine Canyon Road, a county road 40 feet wide, the said parcel being particularly described as follows:

BEGINNING at the southwest corner of the said Section 25 and running thence along the westerly boundary of the section,

(1) North 16° 15" East, 524.1 feet to the intersection of said boundary line with the centerline of the said county road; thence following the said centerline,

(2) North 57° 42' 20" East, 23.6 feet; thence

(3) North 69° 14' 50" East, 342.8 feet; thence

(4) North 82° 21' 30" East, 161.9 feet; thence

(5) North 74° 47' 10" East, 307.7 feet; thence

(6) On the arc of a circular curve to the left, the center of which curve bears North 15° 12' 50" West, 390.0 feet distant, 220.9 feet through a central angle of 32° 27', thence tangentially,

Continued

- (7) North 42° 12' 10" East, 176.0 feet; thence
- (8) North 36° 30' 50" East, 296.6 feet; thence
- (9) North 44° 42' 10" East, 64.9 feet to the easterly boundary of the said quarter section; thence along said last mentioned boundary line
- (10) South 0° 12' 13" West, 1268.2 feet to the southerly boundary of the said Section 25; thence along said last mentioned boundary line
- (11) South 89° 4' 14" West, 1321.9 feet to the place of beginning.

CONTAINING and area of 21.97 acres, more or less, of which 0.73 acres lies in the public road.

ALSO EXCEPTING that portion of the Southeast 1/4 of Section 26 in Township 20 South, Range 7 East, Mount Diablo Base and Meridian, in the County of Monterey, State of California, lying to the south of the said Pine Canyon Road, the said parcel being particularly described as follows:

BEGINNING at the southeast corner of the said Section 26 and running thence along the southerly boundary of the said Section,

- (1) South 89° 52' 48" West, 1615.7 feet to the intersection of the said southerly boundary with the centerline of the said county road; thence following the said centerline,
- (2) Northeasterly on the arc of a circular curve to the left, the center of which curve bears North 9° 00' 10" West, 400.0 feet distant, 170.8 feet through a central angle of 24° 28'; thence tangentially
- (3) North 56° 31' 50" East, 152.6 feet; thence
- (4) On the arc of a circular curve to the right, the center of which curve bears South 33° 28' 10" East, 390.0 feet distant, 251.6 feet through a central angle of 36° 58'; thence tangentially
- (5) South 86° 30' 10" East, 143.6 feet; thence
- (6) North 83° 48' 10" East, 291.0 feet; thence
- (7) North 75° 6' 20" East, 223.2 feet; thence
- (8) North 65° 55' 50" East, 258.4; feet thence

Continued

(9) North 57° 42' 20" East, 247.8 feet to the easterly boundary of the said Section 26; thence along said easterly boundary

(10) South 16° 15" West, 524.1 feet to the place of beginning.

CONTAINING an area of 8.84 acres, more or less, of which 0.77 acres lies in the public road.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/4 INTEREST in all oil, gas and/or minerals in said lands, together with the right of the Vendors, their heirs, assigns, lessees and legal representatives at all times to enter on the above described land and to take all of the usual, necessary or convenient means to bore wells, make excavations and to remove the oil, gas and/or minerals herein reserved and found thereon, as reserved in the Deed from Marcia N. Burns, as Executrix under the Last Will and Testament of Loring H. Burns, also known as L. H. Burns, Deceased, and Marcia N. Burns, to Keefer's Inc., a corporation, dated August 14, 1961 and filed for record August 23, 1961 under Recorder's Series No. 29795, Monterey County Records, in Volume 2176 Official Records at page 248.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/8 INTEREST in all oil, gas and/or minerals in said lands, together with the right of the Vendors, their heirs, assigns, lessees and legal representatives at all times to enter on the above described land and to take all of the usual, necessary or convenient means to bore wells, make excavations and to remove the oil, gas and/or minerals herein reserved and found thereon, as reserved in the Deed from Keefer's Inc., recorded June 29, 1970 as Recorder's Series No. G14628.

PARCEL 2

In Township 20 South, Range 7 East, Mount Diablo Base and Meridian:

Of Section 23: Southwest $\frac{1}{4}$, West $\frac{1}{2}$ of Southeast $\frac{1}{4}$.

Of Section 26: Northwest $\frac{1}{4}$; Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$.

CONTAINING 440 acres of land, more or less.

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

Continued

Situate in the COUNTY OF MONTEREY, State of California, described as follows:

PARCEL 3:

Certain real property situate, lying and being in West half of the Northwest quarter ($W\frac{1}{2}$ of $NW\frac{1}{4}$), Southeast quarter of the Northwest quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$), Northeast quarter of the Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$), Northwest quarter of the Southeast quarter ($NW\frac{1}{4}$ of $SE\frac{1}{4}$) of Section 22, all in Township 20 South, Range 7 East of Mount Diablo Base and Meridian, in the County of Monterey, State of California, particularly described as follows:

BEGINNING at the Northwest corner of said Section 22, and running thence along the west line of said West $1/2$ of the Northwest $1/4$,

- (1) South $0^{\circ} 39'$ West, 2640.0 feet; thence along the south line of said West $1/2$ of the Northwest $1/4$,
- (2) South $89^{\circ} 21'$ East, 1320.0 feet to the northwest corner of said Northeast $1/4$ of the Southwest $1/4$; thence along the west line of said Northeast $1/4$ of the Southwest $1/4$,
- (3) South $0^{\circ} 39'$ West, 1320.0 feet to the southwest corner of said Northeast $1/4$ of the Southwest $1/4$; thence along the south line of said Northeast $1/4$ of the Southwest $1/4$,
- (4) South $89^{\circ} 21'$ East, 1320.0 feet to the southwest corner of said Northwest $1/4$ of the Southeast $1/4$; thence running the south line of said Northwest $1/4$ of the Southeast $1/4$,
- (5) South $89^{\circ} 21'$ East, 1320.0 feet to the southeast corner of said Northwest $1/4$ of the Southeast $1/4$; thence running along the east line of said Northwest $1/4$ of the Southeast $1/4$,
- (6) North $0^{\circ} 39'$ East, 407.87 feet; thence leave the east line of said Northwest $1/4$ of the Southeast $1/4$ and running,
- (7) South $49^{\circ} 41'$ West, 224.9 feet to a $1/2"$ pipe; thence
- (8) South $65^{\circ} 43'$ West, 80.0 feet to a $1/2"$ pipe; thence
- (9) North $84^{\circ} 27'$ West, 457.0 feet to a $1/2"$ pipe; thence
- (10) North 64° West, 407.0 feet; thence
- (11) North $89^{\circ} 29'$ West, 280.0 feet to a $1/2"$ pipe; thence
- (12) South $85^{\circ} 55'$ West, 219.0 feet to a $2" \times 2"$ post; thence
- (13) North $56^{\circ} 50'$ West, 80.0 feet to a $2" \times 2"$ post; thence
- (14) North $19^{\circ} 40'$ West, 199.0 feet to a $2" \times 2"$ post; thence

- (15) North 31° 52' West, 209.0 feet to a 2" x 2" post; thence
- (16) North 46° 26' West, 233.0 feet to a 1/2" pipe; thence
- (17) North 6° 35' West, 82.0 feet to a 1/2" pipe; thence
- (18) North 19° 47' West, at 134.0 feet a 2" x 2" post; at 915.0 feet a 2" x 2" post, at 1240.0 feet a 2" x 2" post, 1355.0 feet to a 1/2" pipe; thence
- (19) North 71° 33' West, 335.0 feet to a 1/2" pipe; thence
- (20) North 50° 51' West, 147.0 feet to a 1/2" pipe; thence
- (21) North 65° 49' West, 711.0 feet to a 1/2" pipe; thence
- (22) North 27° 01' West, 202.0 feet to a 2" x 2" post; thence
- (23) North 9° 29' West, 488.0 feet to a 1/2" pipe; thence
- (24) North 24° 28' West, 536.77 feet to the place of beginning.

CONTAINING an area of 94.11 acres of land.
Courses all true.

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

Southwest quarter of Northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$);
Southeast quarter of Northwest quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$);
East half of Southwest quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$);
Southwest quarter of Southwest quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$);
South half of Southeast quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$);
Northeast quarter of Northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$); and
North half of Northeast quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section 21.

South half of Southwest quarter (S $\frac{1}{2}$ of SW $\frac{1}{4}$);
Southwest quarter of Southeast quarter (SW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 22.

ALL IN TOWNSHIP 20 SOUTH, RANGE 7 EAST OF MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING AND RESERVING to the United States from all of the above, all the coal and other minerals in said lands, 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., 852), as recited in Patents of record.

(CONTINUED)

PARCEL 4 :

IN TOWNSHIP 20 SOUTH, RANGE 7 EAST OF MOUNT DIABLO BASE AND
MERIDIAN:

Of Section 28: Southwest quarter of Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$);
East half of Southwest quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$);
Northwest quarter of Southwest quarter ($NW\frac{1}{4}$ of $SW\frac{1}{4}$);
Southeast quarter ($SE\frac{1}{4}$);
Northwest quarter ($NW\frac{1}{4}$).

Of Section 32: South half of Northeast quarter ($S\frac{1}{2}$ of $NE\frac{1}{4}$).

Of Section 33: Northwest quarter of Northeast quarter ($NW\frac{1}{4}$ of $NE\frac{1}{4}$);
East half of Northwest quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$);
Southwest quarter of Northwest quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$);
Northwest quarter of Southwest quarter ($NW\frac{1}{4}$ of $SW\frac{1}{4}$).

CONTAINING 760 acres, according to the Official Plat of the Survey of
the said land, on file in the Bureau of Land Management.

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).

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

PARCEL 5:

Northwest quarter of Northwest quarter and Southwest quarter of Southwest quarter of section 16, in TOWNSHIP 20 South, Range 7 East, Mount Diablo Base and Meridian.

EXCEPTING all kinds of oil petroleum, maltha, naptha, bitumen, asphaltum, natural gas and all other hydro-carbons and like substances and the perpetual and exclusive right to mine, excavate, tunnel, explore, prospect, dig, drill and bore for, produce, obtain, pump, take out, appropriate, remove, take and carry away and otherwise to dispose of all of said oil and petroleum and other substances aforesaid or any of them; also the perpetual and exclusive right to erect, use, maintain, operate and all machinery, buildings, dorricks, rigs, tanks, and other structure and appliances and their appurtenances usually employed or which may be necessary or convenient for carrying on said work and operations in and upon said real property; also reserve and except all other minerals, and the right to mine and remove the same, as reserved in the deed from Jennie C. D. Meyer, et al., dated April 14, 1919 and recorded April 22, 1919 in Volume 162 of Deeds at Page 266.

PARCEL 6:

Southeast quarter of Southeast quarter of Section 7; South half of South half of Section 8; Southwest quarter of Northeast quarter; Northwest quarter of Southeast quarter; Southeast quarter of Northwest quarter; Northwest quarter of Southwest quarter; Southwest quarter of Southeast quarter and East half of Southwest quarter of Section 17; East half of Northeast quarter and Northeast quarter of Southeast quarter of Section 18, all in TOWNSHIP 20 SOUTH, RANGE 7 EAST, Mount Diablo Base and Meridian.

EXCEPTING AND RESERVING to the United States from all of the above, all the coal and other minerals in said lands, 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 Patents of record.

PARCEL 7:

North half of North half; Southwest quarter of Northwest quarter; Southeast quarter of Northeast quarter and East half of Southeast quarter of Section 17; North half of Northeast quarter and Northeast quarter of Northwest quarter of Section 20; Northwest quarter of Northwest quarter; North half of Southeast quarter and Southeast quarter of Northeast quarter of Section 21; and Northwest quarter of Southwest quarter of Section 22, all in TOWNSHIP 20 SOUTH, RANGE 7 EAST, Mount Diablo Base and Meridian.

EXCEPTING from PARCEL 3 an undivided 1/2 of all oil, petroleum, maltha, water, naptha, bitumen, coal, asphaltum, natural gas, and all other mineral substances, and hydro-carbon substances; and the perpetual and exclusive right to mine, excavate, tunnel, explore, prospect, dig, drill and bore for, produce, obtain pump, take out, appropriate, remove, store on the premises, and to take and carry away, and otherwise dispose of all said substances; also the perpetual and exclusive right to erect, use,

maintain and operate any machinery, buildings, derricks, rigs, tanks, cables, radio, electrical, cable and other appliances and other structures and their appurtenances usually and that may be properly employed, or which may be necessary or convenient for carrying on such work, as excepted in the Deeds from Martin L. Thompson and Joanna Thompson, his wife, to William A. Weaver and Jane Weaver, his wife, recorded November 13, 1925 in Volume 66 Official Records at Page 319; and in Volume 66 Official Records at Page 321.

ALSO EXCEPTING AN UNDIVIDED 1/6 INTEREST in and to all oil, petroleum, naphtha, bitumen, coal, asphaltum, natural gas and all other mineral substances and hydro-carbon substances in and to said land, together with the perpetual and exclusive right to mine, excavate, tunnel, explore, prospect, dig, drill and bore for, produce, pump, take out, appropriate, remove, store on the premises, and to take and carry away, and otherwise dispose of all of said substances as conveyed to Helen Marshman, by Deed recorded March 22, 1935 in Volume 428 Official Records at Page 495.

ALSO EXCEPTING from Parcel #3, AN UNDIVIDED 1/6 INTEREST IN and to all oil, petroleum, naphtha, bitumen, coal, asphaltum, natural gas and all other mineral substances and hydro-carbon substances in and to said land, together with the perpetual and exclusive right to mine, excavate, tunnel, explore, prospect, dig, drill and bore for, produce, pump, take out, appropriate, remove, store on the premises, and to take and carry away, and otherwise dispose of all of said substances as excepted in the deed from Edith Lillard to Phil Stadler, Jr. et ux, recorded July 24, 1969 as Recorder's Series No. G18555.

The following described real property in the County of Monterey, State of California:

PARCEL 8

In Township 20 South, Range 6 East, Mount Diablo Meridian;
The Southeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1.

In Township 19 South, Range 7 East, Mount Diablo Meridian;
Lots 13-14 and 15 of Section 19;
Lots 1-2-3-4; the Southwest $\frac{1}{4}$ of The Northwest $\frac{1}{4}$; The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20.

EXCEPT all of Lot 1 and all of that part of Lots 2, 3 and 4, and part of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; and part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20 as conveyed to John Lagomarsino and A. L. Hobson, by deed dated January 21, 1917 in book 153 of Deeds, at page 219.

ALSO EXCEPT all that portion of said Section 20 described as follows:

Beginning at a point on the line of that certain course numbered "(17)" as said course is stated in deed of trust between California Orchard Company, a corporation and Corporation of America, a corporation, dated May 13, 1935 and recorded in Volume 437 of Official Records at Page 263, records of said county, from which the terminus of that certain course numbered "(16)" as said course is stated in said deed or trust, bears South 57° 41' 15" West, 604 feet distant, and a $\frac{3}{4}$ inch diameter iron pipe bears North 42° 59' 15" East, 1.0 feet distant; thence leaving said course numbered "(17)" and running

- 1st:-South 42° 59'-15" West, 101.0 feet; thence
- 2nd:-South 1° 19' 15" West, 137.0 feet; thence
- 3rd:-South 67° 09'15" West, 55.0 feet; thence
- 4th:-North 5;° 40' 45" West, 157.0 feet; thence
- 5th:-North 40° 40' 45" West, 166.0 feet; thence
- 6th:-North 72° 25' 45" West, 88.0 feet; thence
- 7th:-South 86° 19' 15" West, 74.0 feet; thence
- 8th:-South 80° 49' 15" West, 102.0 feet; thence
- 9th:-North 39° 45' 45" West, 73.0 feet; thence
- 10th:-North 24° 25' 45" West, 177.0 feet; thence

Continued

11th:-North 19° 40' 45" West, 130.0 feet; thence

12th:-North 25° 10' 45" West, 200.0 feet; thence

13th:-North 36° 35' 15" East, 23.3 feet to a point on the line of said course numbered "(17)" from which the terminus of said course bears North 57° 41' 15" West, 1,572.6 feet distant and a 2" x 2" hub bears North 36° 35' 15" East, 1.3 feet distant; thence along said course numbered "(17)"

14th:-South 57° 41' 15" West, 1,002.6 feet to the point of beginning.

Lot 1 of Section 27;

Lots 1-2-3-4-5-6 and 7; the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the North West $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28.

The Northeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 29;

Lot 1; the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 30;

Excepting therefrom all that portion conveyed to Allan Wallace, et ux, by deed dated March 14, 1968 and recorded May 3, 1968 on Reel 555 of Official Records at Page 1088.

Lots 1-2-3-6-7-8-9-10-11-14-15 and 16 of Section 31;

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 32;

The North $\frac{1}{2}$ of the South $\frac{1}{2}$; the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 33;

Lots 1-2-3-4-5; the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34;

In Township 20 South, Range 7 East, Mount Diablo Meridian;

Lots 1-2-3 and 4 of Section 4;

Lot 1 of Section 5;

Lots 2-3-4-5-6 and 7; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6;

Lot 1; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 7;

Continued

EXCEPT from Parcel 1 above described all minerals, as reserved in the deed from Jennie C. D. Meyer, Trustee, et al, to Salinas Land Company, dated April 14, 1919 and recorded April 22, 1919, in Book 162 of Deeds, at Page 266.

PARCEL 9

In Township 19 South, Range 7 East, Mount Diablo Meridian;

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28;
The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 29;

Lots 2-3 and 4' and the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 30;
Lots 4-5-12 and 13 of Section 31;
The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$;
The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$; the West $\frac{1}{2}$ of the South east $\frac{1}{4}$ of Section 32;
The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$;
the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 33.

Excepting therefrom all that portion of Sections 30 and 31 conveyed to Allan Wallace, et ux, dated March 14, 1968 and recorded May 3, 1968 on Reel 555 of Official Records at Page 1088

In Township 20 South, Range 7 East, Mount Diablo Meridian;

Lots 2-3-4; the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$; the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5;

Lot 1; the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of Section 6.

The Northeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 7. The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8.

EXCEPT from Parcel 2 all coal, oil and other minerals, as reserved by the United States of America in the Patents to said land.

PARCEL 10

In Township 19 South, Range 7 East, Mount Diablo Meridian;

Lot 1 of Section 21.

Continued

Part of Lots 24, 29, 30, 35, 36, 42, 43, 48, 49, 54, and 55 as said lots are shown on map entitled "Map of Southerly One Half of Rancho Poso de los Ositos" filed for record April 10, 1919 in Volume 2 of Outside Lands at Page 17, records of said county, said part being particularly described as follows:

Beginning at a 6" x 6" post marked "54-55" at the corner common to Lots 54 and 55 standing in the boundary of said rancho from which the southerly corner of Lot 55, standing in the center line of Thompson Canyon Road (a county road 40 feet wide) bears along said rancho boundary South 47° 40' East, 1,841.0 feet distant; thence from said point of beginning along the boundary common to said Lots 54 and 55

1st:-North 55° 15' East, 559.22 feet, at 115.83 feet a 1- $\frac{1}{2}$ inch diameter iron pipe, at 246.08 feet a 1- $\frac{1}{2}$ inch diameter iron pipe, at 418.54 feet a 1- $\frac{1}{2}$ inch diameter iron pipe, at 549.18 feet a 3/4 inch diameter iron pipe designated Point "A", 559.22 feet to a 1- $\frac{1}{2}$ inch diameter iron pipe with a 4" x 4" post set on top; thence leaving said common boundary

2nd:- North 29° 30' West, 379.93 feet to a 1- $\frac{1}{2}$ inch diameter iron pipe; thence

3rd:-North 39° 26' 30" West, 51.60 feet to a 1- $\frac{1}{2}$ inch diameter iron pipe; thence

4th:-North 51° 41' 35" West, 1,081.41 feet to a 1- $\frac{1}{2}$ inch diameter iron pipe; thence

5th:-North 56° 24' 35" West, 58.81 feet to a 1- $\frac{1}{2}$ inch diameter iron pipe; thence

6th:-North 62° 32' 45" West, 515.71 feet to a 4" x 4" post marked "SW cor. CFG"; thence

7th:-North 62° 45' 25" West, 511.35 feet to a 1- $\frac{1}{2}$ inch diameter iron pipe; thence

8th:-North 62° 09' 40" West, 188.55 feet to a 1- $\frac{1}{2}$ inch diameter iron pipe with a 4" x 4" post set on top; thence

9th:-North 34° 07' 40" West, 677.21 feet, at 17.76 feet a 1- $\frac{1}{2}$ inch diameter iron pipe with a 4" x 4" post set on top, at 17.88 feet the boundary between Lots 48 and 49, 677.21 feet to a 6" x 6" post marked "CFG"; thence

10th:-North 34° 24' 40" West, 360.31 feet to a 4" x 4" post marked "CFG"; thence

Continued

11th:-North 49° 56' 35" West, 124.0 feet to a 1-½ inch diameter iron pipe; thence

12th:-North 50° 09' 50" West, 483.73 feet to a 4" x 4" post marked "CFG"; thence

13th:-North 43° 32' 05" West, 1,020.61 feet to a 4" x 4" post marked "HDP,SIC"; thence

14th:-North 43° 52' 05" West, 210.16 feet to a 4" x 4" post marked "CFG,SIC,C7"; thence

15th:-North 48° 17' West, 227.13 feet to a 4" x 4" post marked "CFG, SIC, C8"; thence

16th:-North 55° 11' 25" West, 1,059.20 feet to a 4" x 4" post marked "CFG,C09,SIC; thence

17th:-North 65° 01' 15" West, 639.92 feet to a 4" x 4" post marked "SIC, C10"; thence

18th:-North 48° 15' West, 653.05 feet to a 4" x 4" post marked "C1, HDP,SIC" standing on the common boundary between Lots 35 and 36, said common boundary being also the center line of Teague Avenue (a county road 40 feet wide) said post being the southerly corner of that certain 1,904.983 acre tract of land described in deed of trust between California Orchard Corporation, a corporation and Corporation of America, a corporation, dated May 13, 1935 and recorded in Volume 437 of Official Records at Page 263, records of said county, from which a 6" x 6" post marked "35-36" standing in said common boundary and center line on the southwesterly boundary of said rancho bears South 55° 15' West, 243.60 feet distant; thence leave said common boundary and center line and running along a southwesterly line of said 1,904.983 acre tract of land

19th:-North 48° 08' 35" West, 1,342.20 feet to a 4" x 4" post marked "30-35" standing in the boundary common to last mentioned lots from which a 2 inch diameter iron pipe set in a 12 inch diameter concrete monument marked "30-35" standing at the corner common to last mentioned lots and said rancho boundary bears South 55° 15' West, 231.90 feet distant; thence

20th:-North 48° 23' West, 2,393.30 feet to a 4" x 4" post; thence

21st:-North 61° 21' 25" West, 828.60 feet to a 1-½ inch diameter iron pipe with a 4" x 4" post set on top standing in the boundary common to Lot 24 and said ranch; thence leaving the boundary of said 1,904.983 acre tract of land and running along said rancho boundary

Continued

22nd:-South 47° 40' East, 12,523.33 feet, at 467.20 feet a 2 inch diameter iron pipe set in a 12 inch diameter concrete monument marked "24-29", at 3,146.34 feet a 2 inch diameter iron pipe set in a 12 inch diameter concrete monument marked "30-35", at 4,485.91 feet a 6" x 6" post marked "35-36", at 9,844.19 feet a 6" x 6" post marked "48-49", 12,523.33 feet to the place of beginning.

Courses all true.

TOGETHER with a right of way for a term of 20 years from the date of recording of this deed for road purposes and overhead utilities over, upon and across a strip of land 20 feet wide lying 10 feet on either side of the following described center line:

Beginning at the hereinbefore mentioned Point "A" and running thence

1st:-South 29° 24' 20" East, 829.87 feet; thence

2nd:-South 25° 26' 50" East, 102.91 feet; thence tangentially

3rd:- Curving to the right on a circular arc of 230 feet radius for an arc distance of 110.44 feet; thence tangentially

4th:-South 1° 53' 35" East, 187.60 feet; thence tangentially

5th:-Curving to the left on a circular arc of 100 feet radius for an arc distance of 124.89 feet to a point which lies 10 feet northeasterly (measured at a right angle) from the herebefore mentioned boundary of the Rancho Poso de los Ositos; thence tangentially, parallel to and 10 feet northeasterly (measured at a right angle) from said rancho boundary

6th:-South 47° 40' East, 522.32 feet to the line of said Thompson Canyon Road.

Courses all true.

EXHIBIT B

LAND CONSERVATION AGREEMENT

COMPATIBLE USES

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

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

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

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

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

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

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

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

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

8. Public or private hunting of wildlife or fishing.

9. Public or private hunting clubs and accessory structures.

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

11. Public or private riding or hiking trails.

"END OF DOCUMENT"

AMENDMENT TO LAND CONSERVATION CONTRACT

This amendment, made and entered into this 9th day of January, 1973, by and between the County of Monterey, a political subdivision of the State of California, hereinafter called "County", and Phil Stadler, Jr. and Lois Stadler hereinafter called "Owner".

Witnesseth:

WHEREAS, County and Owner have heretofore entered into a Land Conservation Contract, which said contract was recorded February 23, 1972, in Reel 755, Page 1, et seq., Official Records, Monterey County, California; and

G 01276

WHEREAS, County and Owner desire to amend said contract by adding an additional compatible use.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the Land Conservation Contract hereinabove referred to be, and the same is hereby amended, by amending Exhibit "B" attached thereto, by adding to said Exhibit "B" the following compatible use:

12. The removal of natural materials.

IN WITNESS WHEREOF the parties hereto have executed this amendment as of the day and year first hereinabove written.

G 01276

RECORDED AT SALINAS
William H. Huffens

JAN 11 3 22 PM '73

OFFICE OF THE COUNTY CLERK SALINAS

COUNTY OF MONTEREY

By [Signature]
Chairman of the Board of Supervisors

770 Rec

[Signature]
Phil Stadler, Jr.
[Signature]
Lois Stadler

REEL 821 PAGE 203

OWNER

STATE OF CALIFORNIA } ss
COUNTY OF MONTEREY

On this 9th day of January, 1973, before me, ERNEST A. MAGGINI, County Clerk of the County of Monterey, and ex-officio Clerk of the Board of Supervisors and of the Superior Court, in and for said County and State, personally appeared Ellis P. Tavernetti, known to me to be the Chairman of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

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

By A. L. [Signature]
Deputy

Texas
STATE OF CALIFORNIA } ss
COUNTY OF El Paso



On this 20th day of December, 1972, before me Phil Stadler, A Notary Public in and for the County of El Paso, State of California, Texas, residing therein, duly commissioned and sworn, personally appeared

Phil Stadler
Leis Stadler

known to me to be the persons whose names subscribed to the within instrument and acknowledged to me that they executed the same.

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

[Signature]
Notary Public in and for the El Paso County of Texas State of California.

My Commission Expires June 1, 1973

"END OF DOCUMENT"

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