

Attachment D

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WHEN RECORDED MAIL TO:

Valerie Ralph

Clerk of the Board of Supervisors

168 W. Alisal Street, First Floor

Salinas, California 93901

2022053158

Stephen L. Vagnini
Monterey County Clerk-Recorder

12/21/2022 03:25 PM

Recorded at the request of:
CLERK OF THE BOARD OF SUPERV

Titles: 1 Pages: 22

Fees: \$76.00
Taxes: \$0.00
AMT PAID: \$76.00



THIS SPACE FOR RECORDER'S USE ONLY

**FARMLAND SECURITY ZONE CONTRACT AMENDMENT
NO. 68-016**

Monterey County Clerk-Recorder

Stephen L. Vagnini, County Clerk-Recorder
168 West Alisal Street, First Floor
P.O. Box 29
Salinas, CA 93902

Receipt: 22-63547

Product Name	Extended
353 AMEND CONTRACT	\$76.00
Document #	2022053158
# Pages	22

Total \$76.00

Tender (Check) \$76.00

Check Number 1127

Comments dl

Name polarisland surveying inc

PLEASE KEEP THIS RECEIPT FOR
REFERENCE

12/21/22 3:25 PM counter2

Board of Supervisors Resolution No. 68-56-16

2022 Amendment to Land Conservation Contract (LCC) No. 68-016 and LCC No. 93-011

THIS CONTRACT AMENDMENT 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 **The JERRY and SUZANNE RAVA FAMILY LIMITED PARTNERSHIP and Jerry J. Rava II, Trustee of the Jerry J. Rava II Trust Dated August 19, 1994**, 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 fiber and is described in Exhibit A (hereafter, "the property") attached hereto and made a part hereof; and

WHEREAS, **Parcel 1** is located in an Agricultural Preserve (**No. 68-016**) and subject to Land Conservation Contract **No. 68-016** (on file with the County Recorder as **Document No. G05563, Reel 545, Pages 519-534** and incorporated by this reference) heretofore established by County by **Resolution No. 68-56-16** dated February 29, 1968; and

WHEREAS, **Parcel 2** is located in an Agricultural Preserve (**No. 93-011**) and subject to Land Conservation Contract **No. 93-011** (on file with the County Recorder as **Document No. 08307, Reel 2904, Pages 1481 to 1493** and incorporated by this reference) heretofore established by County by **Resolution No. 92-35** dated February 2, 1993; and

WHEREAS, an application (Planning File No. **PLN180205**) was submitted for a Lot Line Adjustment between two (2) legal lots of record involving **Parcel 1 (607.8 acres)** and **Parcel 2 (267.1 acres)** by Owner which resulted in two (2) reconfigured lots of **434.1 acres (Parcel A)** and **440.8 acres (Parcel B)** with a **net decrease in acreage to AGP 68-016 (Parcel A)** and an **equal net increase in acreage to AGP 93-011 (Parcel B)**; and

WHEREAS, said application for a Lot Line Adjustment of Williamson Act lands was approved by the **Board of Supervisors on July 23, 2019**, pursuant to Board of Supervisors **Resolution No. 19-274** (Legistar File ID No. RES 19-097, Agenda Item No. 14) on file with the Clerk of the Board of Supervisors and incorporated by this reference; and

WHEREAS, pursuant to Board Resolution No. 19-274, said Board authorized the Chair of the Board 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 lots only and **simultaneously execute a new or amended Land Conservation Contract or Contracts for the reconfigured lots** between the County and Owner reflecting the new legal descriptions, current ownership interests and to incorporate legislative changes to State Williamson Act provisions and current County Agricultural Policies and Procedures; and

WHEREAS, pursuant to Board Resolution No. 19-274, 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; and

WHEREAS, both Owner and County desire to limit the use of the property to agricultural and compatible uses and hereby understand and agree to **rescind a portion of existing Agricultural Preserve (No. 68-016) and Land Conservation Contract No. 68-016** (on file with the County Recorder as **Document No. G05563, Reel 545, Pages 519-534** and incorporated by this reference) heretofore established by County by Resolution No. 68-56-16 dated February 29, 1968) as applicable to the reconfigured lot (**Parcel A**) only and simultaneously execute a new or amended Land Conservation Contract or Contracts for the reconfigured lot (**Parcel A**) between the County and Owner reflecting the new legal descriptions, current ownership interests and to

incorporate legislative changes to State Williamson Act provisions and current County Agricultural Policies and Procedures; and

WHEREAS, both Owner and County desire to limit the use of the property to agricultural and compatible uses and hereby understand and agree to **rescind a portion of existing Agricultural Preserve (No. 93-011) and Land Conservation Contract No. 93-011** (on file with the County Recorder as **Document No. 08307, Reel 2904, Pages 1481 to 1493** and incorporated by this reference) heretofore established by County by Resolution No. 92-35 dated February 2, 1993 as applicable to the reconfigured lot (**Parcel B**) only and simultaneously execute a new or amended Land Conservation Contract or Contracts for the reconfigured lot (**Parcel B**) between the County and Owner reflecting the new legal descriptions, current ownership interests and to incorporate legislative changes to State Williamson Act provisions and current County Agricultural Policies and Procedures.

NOW, THEREFORE, County and Owner agree as follows:

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

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

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and 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.

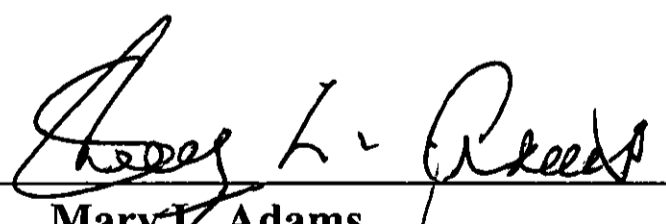
14. INCORPORATION OF RECITALS.

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: 12.13.2022

By: 
Mary L. Adams
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)

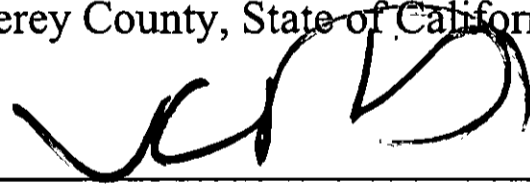
On December 13, 2022, before me, Valerie Ralph

Clerk of the Board of Supervisors, personally appeared Mary L. Adams, 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: 

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

[COUNTY SEAL]:

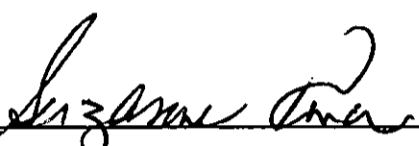
OWNER: The JERRY and SUZANNE RAVA FAMILY LIMITED PARTNERSHIP and Jerry J. Rava II, Trustee of the Jerry J. Rava II Trust Dated August 19, 1994

The JERRY and SUZANNE RAVA FAMILY LIMITED PARTNERSHIP; AND

Dated: 11-7-2022

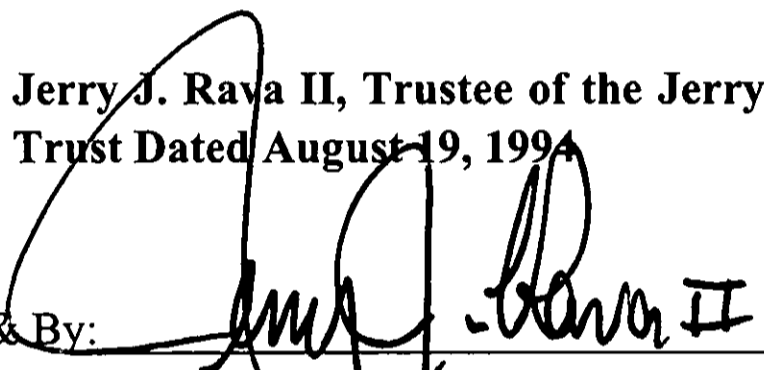
By: 
Jerry Rava, Partner
AKA Jerry J. Rava

Dated: 11-7-2022

& By: 
Suzanne Rava, Partner

Jerry J. Rava II, Trustee of the Jerry J. Rava II Trust Dated August 19, 1994

Dated: 11/8/2022

& By: 
Jerry J. Rava II, Trustee
AKA Jerry Rava

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

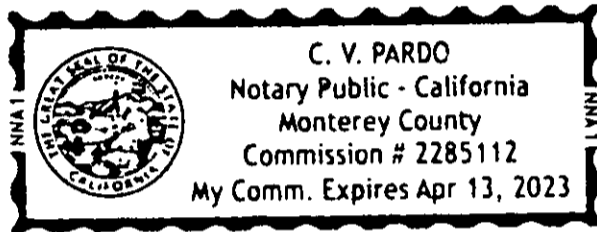
On 11/7/2022, 2022, before me, C.V. Pardo,
Notary Public, personally appeared JERRY RAVA, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized 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.

CVPardo
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

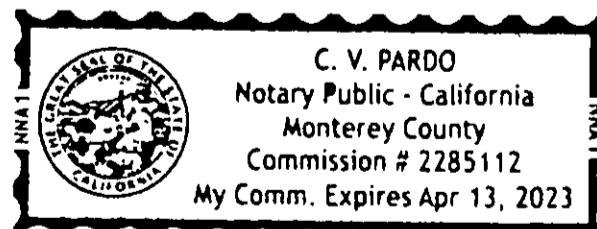
On 11/7/2022, 2022, before me, C.V. Pardo,
Notary Public, personally appeared Suzanne RAVA, who proved to me
on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized 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.

CVPardo
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

On 11/8, 2022, before me, C.V. Pardo,
Notary Public, personally appeared Jerry J. RAVA 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.

CVPardo
Notary Public

[SEAL]

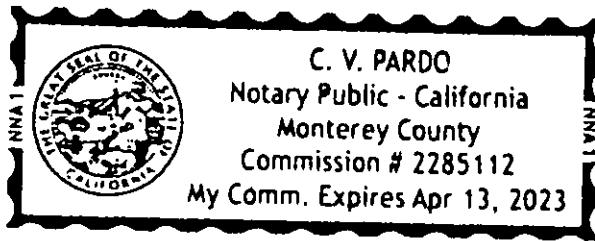


EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A
 PLN 180205

Situate within portions of Section 18, Section 19, and Section 20, Township 20 South, Range 9 East, M.D.B. & M., Monterey County, State of California

All the lands described in the Deed from Grutty S. Dedini and Julia D. Tamo to Romilda Dedini, dated April 8, 1937, and recorded in Book 522, Page 88 Official Records of Monterey County, being the West Half of the Southwest Quarter of Section 17, the West Half of the Northwest Quarter of Section 20, the North Half of Section 19, and that portion of Section 18 lying south and east of Wildhorse Road, in Township 20 South, Range 9 East, Mount Diablo Baseline and Meridian, lying southerly and westerly of the following described line:

BEGINNING at a 5/8" rebar, tagged LS 5321, on the easterly line of the West Half of the Northwest Quarter of said Section 20; from which a 4"x4" post at the common corner of Sections 17, 18, 19, and 20, in Township 20 South, Range 9 East, Mount Diablo Baseline and Meridian, bears the following two courses distant: (a) North 01° 35' 07" East 374.69 feet, thence (b) North 88° 03' 16" West 1,311.14 feet; thence from said POINT OF BEGINNING following a fence line:

1. North 87° 53' 17" West for a distance of 1,459.71 feet to a 5/8" rebar tagged LS 5321; thence
2. South 2° 03' 24" East for a distance of 430.40 feet to a 5/8" rebar tagged LS 5321; thence
3. South 27° 36' 48" East for a distance of 183.95 feet to a 5/8" rebar tagged LS 5321; thence
4. South 15° 30' 39" East for a distance of 101.97 feet to a 5/8" rebar tagged LS 5321; thence
5. South 07° 15' 59" East for a distance of 81.14 feet to a 5/8" rebar tagged LS 5321; thence

EXHIBIT "A" (cont.)

LEGAL DESCRIPTION

Parcel A
PLN 180205

6. South 03° 43' 16" West for a distance of 173.64 feet to a 5/8" rebar tagged LS 5321; thence
7. South 23° 54' 47" West for a distance of 62.12 feet to a 5/8" rebar tagged LS 5321; thence
8. South 49° 05' 18" West for a distance of 67.16 feet to a 5/8" tagged LS 5321; thence
9. South 60° 38' 08" West for a distance of 578.28 feet to a 5/8" rebar tagged LS 5321; thence
10. South 42° 50' 06" West for a distance of 483.81 feet to a 5/8" rebar tagged LS 5321; thence
11. South 43° 44' 27" West for a distance of 86.14 feet to a 5/8" rebar tagged LS 5321; thence
12. South 51° 22' 01" West for a distance of 94.60 feet to a 5/8" rebar tagged LS 5321; thence
13. South 55° 56' 02" West for a distance of 109.55 feet to a 5/8" rebar tagged LS 5321; thence
14. South 59° 56' 36" West for a distance of 47.03 feet to a 5/8" rebar tagged LS 5321; thence
15. South 69° 43' 06" West for a distance of 43.85 feet to a 5/8" rebar tagged LS 5321; thence
16. South 84° 13' 51" West for a distance of 46.15 feet to a 5/8" rebar tagged LS 5321; thence
17. North 81° 01' 56" West for a distance of 87.34 feet to a 5/8" rebar tagged LS 5321; thence
18. North 64° 24' 29" West for a distance of 73.67 feet to a 5/8" rebar tagged LS 5321; thence

EXHIBIT "A" (cont.)

LEGAL DESCRIPTION

Parcel A
PLN 180205

19. North 51° 53' 15" West for a distance of 48.30 feet to a 5/8" rebar tagged LS 5321; thence
20. North 34° 51' 45" West for a distance of 212.83 feet to a 5/8" rebar tagged LS 5321; thence
21. North 47° 17' 46" West for a distance of 30.33 feet to a 5/8" rebar tagged LS 5321; thence
22. South 68° 15' 55" West for a distance of 160.24 feet to a 5/8" rebar tagged LS 5321; thence
23. North 37° 26' 09" West for a distance of 179.04 feet to a 5/8" rebar tagged LS 5321; thence
24. North 34° 27' 00" West for a distance of 51.77 feet to a 5/8" rebar tagged LS 5321; thence
25. North 31° 41' 46" West for a distance of 632.88 feet to a 5/8" rebar tagged LS 5321; thence
26. North 26° 31' 48" West for a distance of 32.48 feet to a 5/8" rebar tagged LS 5321; thence
27. North 15° 36' 17" West for a distance of 36.30 feet to a 5/8" rebar tagged LS 5321; thence
28. North 03° 04' 54" West for a distance of 638.46 feet to a 5/8" rebar tagged LS 5321; thence
29. North 48° 32' 17" West for a distance of 343.46 feet to a 5/8" rebar tagged LS 5321; thence
30. North 51° 34' 59" West for a distance of 110.87 feet to a 5/8" rebar tagged LS 5321; thence
31. North 01° 43' 07" East for a distance of 2,530.90 feet to a 5/8" rebar tagged LS 5321; thence

EXHIBIT "A" (cont.)

LEGAL DESCRIPTION

Parcel A
PLN 180205

32. North 28° 16' 29" East for a distance of 410.91 feet to a 5/8" rebar tagged LS 5321; thence

33. North 33° 03' 13" East for a distance of 162.95 feet to a 5/8" rebar tagged LS 5321; thence

34. North 39° 05' 59" East for a distance of 1,007.47 feet to a 5/8" rebar tagged LS 5321; thence

35. North 51° 47' 34" West for a distance of 350.97 feet, more or less, to a point on the centerline of Wildhorse Road.

Containing an area of 440 Acres, more or less.

Subject to any and all easements, reservations, restrictions, and conveyances of record.

Said parcel is as shown on the Exhibit attached hereto and made a part hereof.

This legal description was prepared by:

Lynn A. Kovach

Lynn A. Kovach P.L.S. 5321
June 23, 2020



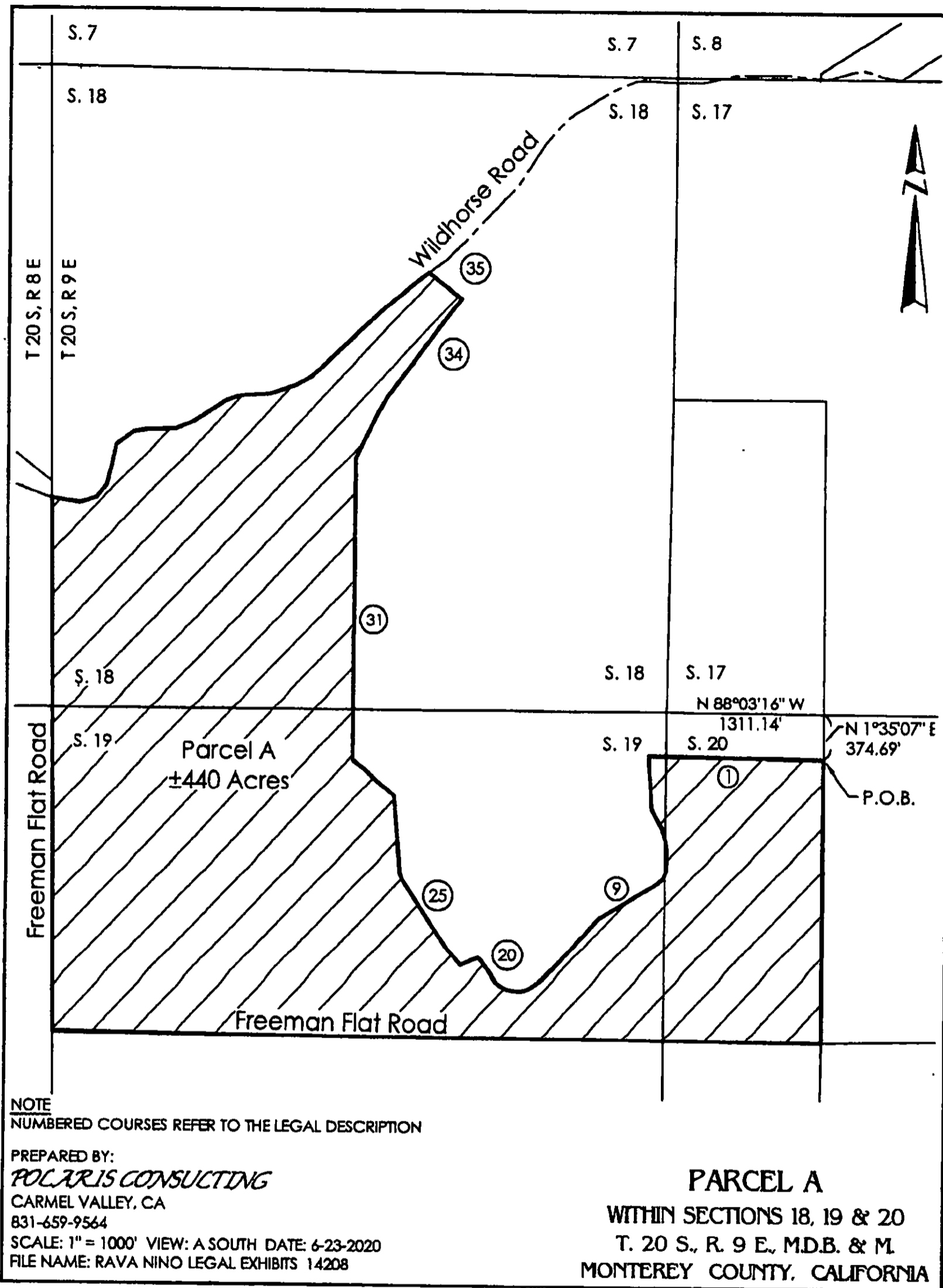


EXHIBIT "A"

LEGAL DESCRIPTION

Parcel B
 PLN 180205

Situate within portions of Section 17, Section 18, Section 19, and Section 20, Township 20 South, Range 9 East, M.D.B. & M., Monterey County, State of California

All the lands described in the Deed from Grutty S. Dedini and Julia D. Tamo to Romilda Dedini, dated April 8, 1937, and recorded in Book 522, Page 88 Official Records of Monterey County, being the West Half of the Southwest Quarter of Section 17, the West Half of the Northwest Quarter of Section 20, the North Half of Section 19, and that portion of Section 18 lying south and east of Wildhorse Road, in Township 20 South, Range 9 East, Mount Diablo Baseline and Meridian, lying northerly and easterly of the following described line:

BEGINNING at a 5/8" rebar, tagged LS 5321, on the easterly line of the West Half of the Northwest Quarter of said Section 20; from which a 4"x4" post at the common corner of Sections 17, 18, 19, and 20, in Township 20 South, Range 9 East, Mount Diablo Baseline and Meridian, bears the following two courses distant: (a) North 01° 35' 07" East 374.69 feet, thence (b) North 88° 03' 16" West 1,311.14 feet; thence from said POINT OF BEGINNING following a fence line:

1. North 87° 53' 17" West for a distance of 1,459.71 feet to a 5/8" rebar tagged LS 5321; thence
2. South 2° 03' 24" East for a distance of 430.40 feet to a 5/8" rebar tagged LS 5321; thence
3. South 27° 36' 48" East for a distance of 183.95 feet to a 5/8" rebar tagged LS 5321; thence
4. South 15° 30' 39" East for a distance of 101.97 feet to a 5/8" rebar tagged LS 5321; thence
5. South 07° 15' 59" East for a distance of 81.14 feet to a 5/8" rebar tagged LS 5321; thence

EXHIBIT "A" (cont.)

LEGAL DESCRIPTION

Parcel B
PLN 180205

6. South 03° 43' 16" West for a distance of 173.64 feet to a 5/8" rebar tagged LS 5321; thence
7. South 23° 54' 47" West for a distance of 62.12 feet to a 5/8" rebar tagged LS 5321; thence
8. South 49° 05' 18" West for a distance of 67.16 feet to a 5/8" tagged LS 5321; thence
9. South 60° 38' 08" West for a distance of 578.28 feet to a 5/8" rebar tagged LS 5321; thence
10. South 42° 50' 06" West for a distance of 483.81 feet to a 5/8" rebar tagged LS 5321; thence
11. South 43° 44' 27" West for a distance of 86.14 feet to a 5/8" rebar tagged LS 5321; thence
12. South 51° 22' 01" West for a distance of 94.60 feet to a 5/8" rebar tagged LS 5321; thence
13. South 55° 56' 02" West for a distance of 109.55 feet to a 5/8" rebar tagged LS 5321; thence
14. South 59° 56' 36" West for a distance of 47.03 feet to a 5/8" rebar tagged LS 5321; thence
15. South 69° 43' 06" West for a distance of 43.85 feet to a 5/8" rebar tagged LS 5321; thence
16. South 84° 13' 51" West for a distance of 46.15 feet to a 5/8" rebar tagged LS 5321; thence
17. North 81° 01' 56" West for a distance of 87.34 feet to a 5/8" rebar tagged LS 5321; thence
18. North 64° 24' 29" West for a distance of 73.67 feet to a 5/8" rebar tagged LS 5321; thence

EXHIBIT "A" (cont.)

LEGAL DESCRIPTION

Parcel B
PLN 180205

19. North 51° 53' 15" West for a distance of 48.30 feet to a 5/8" rebar tagged LS 5321; thence
20. North 34° 51' 45" West for a distance of 212.83 feet to a 5/8" rebar tagged LS 5321; thence
21. North 47° 17' 46" West for a distance of 30.33 feet to a 5/8" rebar tagged LS 5321; thence
22. South 68° 15' 55" West for a distance of 160.24 feet to a 5/8" rebar tagged LS 5321; thence
23. North 37° 26' 09" West for a distance of 179.04 feet to a 5/8" rebar tagged LS 5321; thence
24. North 34° 27' 00" West for a distance of 51.77 feet to a 5/8" rebar tagged LS 5321; thence
25. North 31° 41' 46" West for a distance of 632.88 feet to a 5/8" rebar tagged LS 5321; thence
26. North 26° 31' 48" West for a distance of 32.48 feet to a 5/8" rebar tagged LS 5321; thence
27. North 15° 36' 17" West for a distance of 36.30 feet to a 5/8" rebar tagged LS 5321; thence
28. North 03° 04' 54" West for a distance of 638.46 feet to a 5/8" rebar tagged LS 5321; thence
29. North 48° 32' 17" West for a distance of 343.46 feet to a 5/8" rebar tagged LS 5321; thence
30. North 51° 34' 59" West for a distance of 110.87 feet to a 5/8" rebar tagged LS 5321; thence
31. North 01° 43' 07" East for a distance of 2,530.90 feet to a 5/8" rebar tagged LS 5321; thence

EXHIBIT "A" (cont.)

LEGAL DESCRIPTION

Parcel B
PLN 180205

32. North 28° 16' 29" East for a distance of 410.91 feet to a 5/8" rebar tagged LS 5321; thence

33. North 33° 03' 13" East for a distance of 162.95 feet to a 5/8" rebar tagged LS 5321; thence

34. North 39° 05' 59" East for a distance of 1,007.47 feet to a 5/8" rebar tagged LS 5321; thence

35. North 51° 47' 34" West for a distance of 350.97 feet, more or less, to a point on the centerline of Wildhorse Road.

Containing an area of 442 Acres, more or less.

Subject to any and all easements, reservations, restrictions, and conveyances of record.

Said parcel is as shown on the Exhibit attached hereto and made a part hereof.

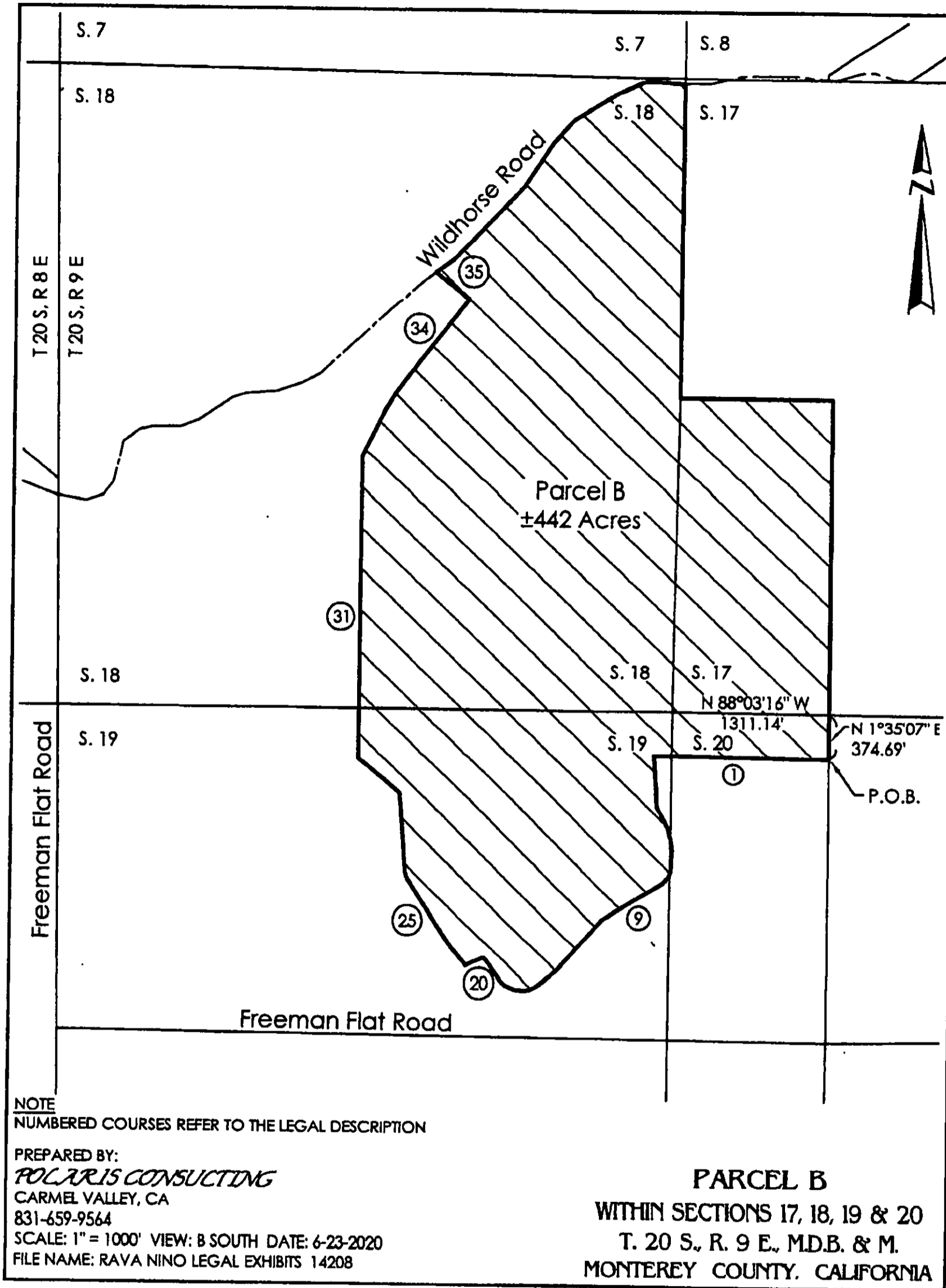
This legal description was prepared by:

Lynn A. Kovach

Lynn A. Kovach P.L.S. 5321

June 23, 2020





NOTE
 NUMBERED COURSES REFER TO THE LEGAL DESCRIPTION

PREPARED BY:
POLARIS CONSULTING
 CARMEL VALLEY, CA
 831-659-9564
 SCALE: 1" = 1000' VIEW: B SOUTH DATE: 6-23-2020
 FILE NAME: RAYA NINO LEGAL EXHIBITS 14208

PARCEL B
 WITHIN SECTIONS 17, 18, 19 & 20
 T. 20 S., R. 9 E., M.D.B. & M.
 MONTEREY COUNTY, CALIFORNIA

EXHIBIT "B" attached to all Williamson Act Contracts**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.”