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

SCHEID VINEYARDS CALIFORNIA, INC, (PLN180345)

RESOLUTION NO. 21-

- Resolution of the Monterey County Board of Supervisors:)
a. Accept a Final Parcel Map for a minor subdivision to)
divide a 373-acre parcel into four parcels of 149 acres (Parcel)
A); 94 acres (Parcel B); 68 acres (Parcel C); and 62 acres)
(Parcel D);)
b. Direct the Clerk of the Board to submit the Final Parcel)
Map for filing with the County Recorder, subject to the)
collection of the applicable recording fees; and)
c. Amend existing Williamson Act Agricultural Preserve)
Land Conservation Contract No. 71-40 and authorize the)
Chair of Vice Chair of the Board of Supervisors to execute a)
new or amended Williamson Act Agricultural Preserve Land)
Conservation Contract or Contracts for the four new parcels)
created by the subdivision described above.)
d. Direct the Clerk of the Board to record the new or amended)
Williamson Act Land Conservation Contract or Contracts for)
the four new parcels subject to the submittal of recording fees)
by the property owner of record.)

Project Name: SCHEID VINEYARDS CALIFORNIA, INC.)
PLN180345; APN 257-121-003-000;)
Project Location: 34954 Metz Road, Soledad, (Central)
Salinas Valley Area Plan).)
Proposed CEQA Action: Statutorily Exempt per California)
Environmental Quality Act (CEQA) Guidelines section)
15268(b)(3) - Approval of Final Subdivision Maps.)

RECITALS:

**LAND CONSERVATION CONTRACT NO. 71-040
AMENDMENT TO LAND CONSERVATION CONTRACT No. 71-040**

Whereas, on May 8, 2019, the Monterey County Planning Commission approved a Vesting Tentative Map (Planning Commission Resolution No. 19-012) for Scheid Vineyards California, Inc. approving the subdivision of a 373 acre property into four separate parcels for agricultural purposes (according to grape varietal types). The tentative map was approved subject to 13 conditions of approval.

Whereas, lots within the subdivision are not officially created until a final parcel map is recorded. Pursuant to Monterey County Code section 19.04.060 (recording and acceptance of the parcel map), the Board of Supervisors is the Appropriate Authority to accept a Final Parcel Map for recording. The final map must be consistent with the approved tentative map and all applicable conditions must be satisfied at the time the final map is accepted for filing with the County Recorder. Staff has reviewed the final parcel map and found it consistent with the approved

tentative map and, all conditions have been or will be satisfied at the time of final map filing with the County Recorder.

Whereas, in accordance with the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program (adopted by the Monterey County Board of Supervisors pursuant to Resolution No. 19-270, as amended by the Board), all reviewing County agencies met on April 26, 2021 and confirmed that all pre-filing Conditions of Approval have been fully implemented. Attached to this report are the Department/Agency Condition of Approval & Mitigation Measures Compliance Certification Forms (CCFs) and supporting documentation which have been entered into the County’s electronic database: Accela Automation, also known as “Accela.” The owner has submitted a Property Tax Clearance Certification in accordance with California Government Code section 66492 and the Parcel Map Guarantee in accordance with Government Code section 66465 of the Subdivision Map Act. HCD-Planning staff has confirmed that all conditions of approval required for clearance prior to filing the Parcel Map with the County Recorder have been completed with the exception of Condition No. 4 regarding Williamson Act contracts. This report includes a recommendation to authorize the Chair or Vice Chair of the Board of Supervisors to execute a new or amended Williamson Act Agricultural Preserve Land Conservation Contract or Contracts for the four new parcels and a recommendation to direct the Clerk of the Board to record the new or amended Williamson Act Land Conservation Contract or Contracts subject to the submittal of recording fees by the property owner of record which will complete the actions required to satisfy Condition No. 4.

Whereas, the Final Parcel Map is in substantial compliance with the approved Vesting Tentative Map which creates four conforming parcels. The parcels have been created with boundaries corresponding to different grape varieties grown on the property. All applicable fees associated with the filing of the Final Parcel Map have been satisfied, collected, and deposited. Recording fees for the new or amended Williamson Act Agricultural Preserve Land Conservation Contract or Contracts will be determined and communicated to the property owner of record through their agent by the Clerk of the Board’s Office in consultation with the County Recorder’s Office. There are no subdivision improvements associated with this Final Parcel Map. Therefore, staff recommends that the Board approve the subject Final Parcel Map for filing with the County Recorder, subject to the submittal of the applicable recording fees by the property owner and simultaneously authorize the Chair or the Vice Chair of the Board of Supervisors to execute the new or amended Williamson Act Agricultural Preserve Land Conservation Contract or Contracts for the four new parcels.

Whereas, Condition No. 4 of Planning Commission Resolution No. 19-012 provides that the property owner shall enter into a new or amended Agricultural Preserve Land Conservation Contract or Contract as set forth below.

4. PD037 – WILLIAMSON ACT

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The property owner shall enter into new or amended Agricultural Preserve Land Conservation Contract or Contracts with the Board of Supervisors of the County of Monterey for the division of Williamson Act lands deemed necessary by the Office of the County Counsel. (RMA – Planning)

Condition or Monitoring Action to be Performed: Upon demand of County Counsel, the property owners of record shall execute new or amended contract or contracts to be

prepared by the Office of the County Counsel.

Whereas, the property is located at 34954 Metz Road, Soledad (Assessor's Parcel Number 257-121-003-000), Central Salinas Valley Area Plan. The parcel is zoned Farmlands – 40 Acre Minimum (F/40) which allows for a Minor Subdivision with a minimum building site of 40 acres. This project involves the division of a 373-acre lot into four lots consisting of 149 acres (Parcel A), 94 acres (Parcel B), 68 acres (Parcel C), and 62 acres (Parcel D) respectively. Therefore, the project is consistent with the minimum size requirements of the zoning district and an allowed use for this site.

Whereas, according to the California Department of Conservation, the original 373-acre parcel is designated as Prime Farmland. Prime Farmland has the best combination of physical and chemical features able to sustain long term agricultural production. The site is active in agricultural production of viticulture and the property is subject to Williamson Act Agricultural Preserve Land Conservation Contract No. 71-40 established pursuant to Board of Supervisors' Resolution No. 71-14-40 adopted by said Board on January 26, 1971. There are no structures existing on the property. The land use designation on the site requires that each subdivided parcel must be capable of remaining a viable agricultural unit. Therefore, division of farmlands is permitted only when such division does not adversely affect the land's long-term agricultural viability. The owner-applicant's objective was to divide the lot into four lots consistent with the existing crop varieties in order to facilitate financing which in turn would allow agricultural viability to continue.

Whereas, Section 7. DIVISION OF LAND of Land Conservation Contract No. 71-040 provides for the execution of a contract on each parcel created by the division. Therefore, a new or amended Contract or Contract shall be prepared pursuant to Condition No. 4 of Planning Commission Resolution No. 19-012 and Section 7 of Land Conservation Contract No. 71-40 which provides as follows.

Land Conservation Contract No. 71-40, Section 7.

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.

Whereas, the acceptance of a Final Parcel Map is Statutorily Exempt per California Environmental Quality Act (CEQA) Guidelines section 15268 (b)(3) as a ministerial project that requires no discretionary action by the appropriate authority.

Whereas, on May 8, 2019, the Monterey County Planning Commission approved a Vesting Tentative Map (Planning Commission Resolution No. 19-012) for Scheid Vineyards California, Inc. approving the subdivision of a 373 acre property into four separate parcels for agricultural purposes (according to grape varietal types) made the following findings which are set forth below, and hereby incorporated by this reference.

Pursuant to California Government Code Section 51257(a)(1), the new or amended Contract or Contracts would enforceable restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded Contract or Contracts, but for not less than ten (10) years.

The proposed amendment to the Agricultural Preserve and Land Conservation Contract No. 71-040 shall be applicable to the reconfigured parcels.

The term of the original Land Conservation Contract renews annually on each succeeding January 1; the term of the new or amended Contract or Contracts shall be automatically renewed on January 1 and one (1) additional year shall be added automatically to the initial term unless notice of nonrenewal is given.

Pursuant to California Government Code Section 51257(a)(3), at least 90 percent of the land under the former Contract or Contracts remains under the new or amended Contract or Contracts.

The proposed amendment to the Agricultural Preserve and Land Conservation Contract No. 71-040 shall be applicable to the reconfigured parcels.

The application, plans and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development are found in Project File PLN180345.

DECISION

NOW, THEREFORE, BE IT RESOLVED THAT in order to facilitate the Minor Subdivision Final Map of Williamson Act lands, the Board rescinds a portion of the existing Agricultural Preserve and Land Conservation Contract No. 71-040, as applicable to the reconfigured lots, and authorizes the Chair to simultaneously execute a new or amended Contract or Contracts, which shall be applicable to the reconfigured parcels, consistent with California Government Code Section 51257 (Williamson Act), pending receipt of new legal descriptions for the proposed reconfigured lots and the execution of a new or amended Contract or Contracts by and between the Property Owners of Record and the County; and

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby:

- a. Accept a Final Parcel Map for a minor subdivision to divide a 373-acre parcel into four parcels of 149 acres (Parcel A); 94 acres (Parcel B); 68 acres (Parcel C); and 62 acres (Parcel D);
- b. Direct the Clerk of the Board to submit the Final Parcel Map for filing with the County Recorder, subject to the collection of the applicable recording fees; and
- c. Amend existing Williamson Act Agricultural Preserve Land Conservation Contract No. 71-40 and authorize the Chair of Vice Chair of the Board of Supervisors to execute a new or amended Williamson Act Agricultural Preserve Land Conservation Contract or Contracts for the four new parcels created by the subdivision described above.
- d. Direct the Clerk of the Board to record the new or amended Williamson Act Land Conservation Contract or Contracts for the four new parcels subject to the submittal of recording fees by the property owner of record.

PASSED AND ADOPTED this 13th day of July, 2021 upon motion of Supervisor _____, seconded by Supervisor _____, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, _____, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

_____, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Deputy

G. 05210

RECORDED AT REQUEST OF

William H. Stoffers

REEL 689 PAGE 656

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OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA ~~NO. 511~~

LAND CONSERVATION CONTRACT

REEL 689 PAGE 656

THIS CONTRACT made and entered into this 19th day of February 19 71, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and PAUL MASSON, INC., a corporation hereinafter called "Owner".

WITNESSETH:

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

WHEREAS, the property is located in an agricultural preserve (No. 71-40) heretofore established by County by Resolution No. 71-14-40; and

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

NOW, THEREFORE, County and Owner agree as follows:

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

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

2. RESTRICTION ON USE OF PROPERTY

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

3. TERM OF CONTRACT

This contract shall become effective on the 28th day of

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FEB 26 1971

February, 1971, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL

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

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

5. NO COMPENSATION

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

6. SUCCESSORS IN INTEREST

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

7. DIVISION OF LAND

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

8. CONDEMNATION

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

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

9. CANCELLATION

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

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

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

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

10. LIABILITY OF OWNER UPON CANCELLATION

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

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

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

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

11. NOTICES

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

12. COSTS OF LITIGATION

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

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed: by Owner on February 16, 1971 and by County on February 19, 1971.



COUNTY OF MONTEREY

By Arthur Atteridge
Chairman, Board of Supervisors

STATE OF CALIFORNIA } ss
COUNTY OF MONTEREY }

On this 19th day of February, 19 71, before me, ERNEST A. MAGGINI, County Clerk of the County of Monterey, and ex-officio Clerk of the Board of Supervisors and of the Superior Court, in and for said County and State, personally appeared Arthur Atteridge, known to me to be the Chairman of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.



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

By Sandra J. Hatake
Deputy

PAUL MASSON INC., A corporation

By W. Lafer Vice Pres.

STATE OF CALIFORNIA }
COUNTY OF _____ } 88

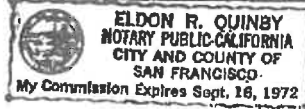
On this 16th day of FEB., 19 71, before me
_____, A Notary Public in and for
the County of SAN FRANCISCO, State of California,
residing therein, duly commissioned and sworn, personally appeared
ALBERT HAFT

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

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

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

My Commission Expires _____



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

PARCEL I:

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

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

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

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

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

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

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

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

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

Containing an area of 5.3329 acres, more or less.

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

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

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

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

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

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

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

Containing an area of 2.5123 acres, more or less.

That certain real property situate in the Rancho San Vicente, in the County of Monterey, State of California, and being a portion of Lot 1, of the partition of said Rancho, and being a portion of that certain 782,2703 acre tract of land conveyed from Edwin L. Carty, et al, to Paul Masson, Inc., a California Corporation, by deed dated July 26, 1961, recorded August 17, 1961, in Book 2174, page 279 therein, Monterey County Official Records, California, more particularly described as follows: Commencing at a point on the southwesterly boundary line of the said Paul Masson, Inc., 782.2703 acre tract of land and on the northeasterly boundary line of the State Highway, (60 feet wide) leading from Soledad to Metz and Pinnacles National Monument, and from which point of commencement, the division line between Lots 1 and 2 of the Partition of the San Vicente Rancho, intersects the northeasterly boundary line of the said State Highway, and at the southeast corner of that certain 2 acre tract of land conveyed from Catalina Munras to the Inhabitants of the Town of Soledad, by Deed dated May 7, 1884, recorded May 31, 1884 in Volume 8 of Deeds at page 361 therein, Records of Monterey County, California, bears north 77° 28' West 518.17 feet distant, and running thence from said point of commencement:

- 1) South 77° 28' East 1,400.00 feet along the southwesterly boundary line of the said Paul Masson, Inc., 782.2703 acre tract of land and along the northeasterly boundary line of the said State Highway, thence, leaving said boundary line and running,
- 2) North 12° 32' East 800.00 feet, thence,
- 3) North 77° 28' West 1,400.00 feet, thence,
- 4) South 12° 32' West 800.00 feet to the place of commencement.

Containing an area of 25.7116 acres, more or less.

PARCEL II:

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

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

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

- (1) North 89°05' West, 1,740.19 feet to a 1½ inch diameter iron pipe; thence
- (2) North 77°12' West, 4,146.46 feet to a 1 inch diameter iron bar standing at the Northeasterly corner of that certain 10.0, more or less, acre tract as conveyed from Nettie T. Baker, et al, to J. William Francioni, et ux, by deed dated December 7, 1933, and recorded in Volume 376 at page 434, Official Records of Monterey County, California, and running thence along the Easterly and Southerly lines of the above mentioned 10.0 acre tract the following (2) courses
- (3) South 00°32' West, 731.00 feet to a 1 inch diameter iron bar; thence
- (4) North 77°16'30" West, 609.25 feet to a 1 inch diameter iron bar standing in the Westerly line of the aforementioned 847.985 acre tract; thence run along said Westerly line
- (5) South 00°30' West, at 2,185.70 feet a 4" x 4" post standing in the Northerly line of the Southern Pacific Railroad Company Right of Way, 100 feet wide, as conveyed from Francis Doud to the Southern Pacific Railroad Company, by those certain Deeds dated January 31, 1883 and recorded in Volume 5 of Deeds at page 350, and by deed dated May 5, 1886 and recorded in Volume 11 of Deeds at page 256, Records of Monterey County, California, and continuing 3403.90 feet to a ¾ inch diameter iron pipe; thence leave said Westerly line of the 847.985 acre tract and run along the top of a bluff the following (19) courses
- (6) North 81°52' East, 178.50 feet to a ¾ inch diameter iron pipe; thence
- (7) North 70°35' East, 413.25 feet to a ¾ inch diameter iron pipe; thence
- (8) North 85°00' East, 384.84 feet to a ¾ inch diameter iron pipe; thence
- (9) South 80°28' East, 359.90 feet to a ¾ inch diameter iron pipe; thence

(continued)

Parcel II: (continued)

- (10) South 67°30' East, 221.13 feet to a 3/4 inch diameter iron pipe;
thence
- (11) South 62°17' East, 465.40 feet to a 3/4 inch diameter iron pipe;
thence
- (12) South 80°02' East, 98.21 feet to a 3/4 inch diameter iron pipe;
thence
- (13) South 61°52' East, 593.70 feet to a 3/4 inch diameter iron pipe;
thence
- (14) South 13°14'30" East, 94.76 feet to a 3/4 inch diameter iron pipe;
thence
- (15) South 57°55'30" East, 413.65 feet to a 3/4 inch diameter iron pipe;
thence
- (16) South 53°40'30" East, 381.95 feet to a 3/4 inch diameter iron pipe;
thence
- (17) South 40°15' East, 444.69 feet to a 3/4 inch diameter iron pipe;
thence
- (18) South 61°26' East, 465.13 feet to a 3/4 inch diameter iron pipe;
thence
- (19) South 74°20' East, 235.91 feet to a 3/4 inch diameter iron pipe;
thence
- (20) North 89°59' East, 427.78 feet to a 3/4 inch diameter iron pipe;
thence
- (21) South 63°55' East, 849.00 feet to a 3/4 inch diameter iron pipe;
thence
- (22) South 48°35' East, 293.99 feet to a 3/4 inch diameter iron pipe;
thence
- (23) North 85°06' East, 642.59 feet to a 3/4 inch diameter iron pipe;
thence
- (24) South 71°23'30" East, 269.71 feet to a 3/4 inch diameter iron pipe
standing in the Easterly line of the aforementioned 847.985 acre tract;
thence run along said Easterly line
- (25) North 00°28' East, at 1,163.69 feet, a 4" x 4" post standing in the
Northerly line of the aforementioned Southern Pacific Railroad Company
Right of way (100 feet wide) and continuing, 5,235.76 feet to the place
of beginning, containing 638.361 acres of land, more or less.

(continued)

Parcel II: (continued)

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

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

PARCEL I:

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

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

Containing 2.773 Acres, more or less.

PARCEL II:

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

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

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

(continued)

(continued)

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

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

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

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

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

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

Containing 2.553 acres, more or less.

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

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

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

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

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

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

PARCEL III:

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

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

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

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

(Continued)

Parcel III: (continued)

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

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

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

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

Courses all true.

EXHIBIT 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-

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