

# Attachment D

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**Board of Supervisors, County of Monterey**  
**Application for Establishment of an Agricultural Preserve**  
**Application for Land Conservation Contract**

1. Applicant: Anthony Lombardo  
Name (please print or type)  
450 Lincoln Avenue, Suite 101  
Address (number, street)  
Salinas, CA 93901  
City, State, Zip Code

2. Telephone # (831) 320-4333 (831) 751-2330  
(Include Area Code) (Home) (Include Area Code) (Work)

3. Existing Agricultural Preserve Contract Number: # 69-028A  
\*Note to Applicant(s): A copy of the existing Agricultural Preserve Contract must be attached.\*

4. Location of the Property:  
North and South side of Hare Canyon Road  
North, South, East, West Street or Road  
At / between Indian Valley Road and Bradley Road  
Street or Road Street or Road

4. Assessor's Parcel Number(s):  
423-111-010-000

Total Acreage: = +/- 160 AC

**Application for Establishment of an Agricultural Preserve and  
Application for Land Conservation Contract**

5. Current Use of Property (please check all applicable uses):

- x   Agriculture:
- Vineyard/Orchard        Row crop        Hay land   x   Grazing land
- Drying, packing, processing or agricultural commodity
- Holding of non-producing land for future agricultural use
- Maintained in natural state for recreational, plant or animal preserve
- Single family dwelling for residence of family of owner or employees
- Farm labor camps
- Agricultural stands (sale of produce)
- Aircraft landing strips
- Public utility installations
- Communication facilities
- Hunting and fishing
- Rifle and pistol ranges
- Riding and hiking trails
- Riding academy
- x   Other (describe):   Dry Farming and Hunting

6. Is the property or any portion thereof in either the soil bank or crop land adjustment program?

       NO

Number of acres:       

7. The names and addresses of all owners of record for said property:

       Anthony Lombardo

       450 Lincoln Avenue, Suite 101

       Salinas, CA 93901

8. Attached hereto and made a part hereof is:

- a. A statement showing the rental history or the income and expense history for the past three years.
- b. A legal description of the property (of clear and legible quality acceptable for recordation by the Monterey County Recorder).

**Application for Establishment of an Agricultural Preserve and  
Application for Land Conservation Contract**

- c. A Title Company Lot Book Report and plat or map of the property depicting exterior boundaries.
  
- 9. The applicant and the owner(s) of said property request that appropriate steps be taken to reclassify said property into an appropriate agricultural type zoning district and that said property be established as a Farmland Security Zone and that they be permitted to enter into a Farmland Security Zone Contract with the County of Monterey which qualifies as an "enforceable restriction" as that term is used in Revenue and Taxation Code Section 422.

Dated: \_\_\_\_\_

Owner(s) of Record:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This application with attachments described in items 8a, 8b, 8c. (original and five copies), together with a non-refundable fee of \$3,041.17 and if applicable, a fee of \$50.00 for each additional parcel under separate ownership, shall be filed with the Clerk to the Board of Supervisors, Monterey County Government Center, 168 W. Alisal Street, 1<sup>st</sup> Floor, Salinas, California 93901 on or before the 15th of September.     \$3,175.57 DW

cc: Agricultural Preserve Review Committee: Robert A. Roach - Agricultural Commissioner; Mike Novo - Planning & Building Inspection Department; Mary Grace Perry - Office of the County Counsel; Steve Cagle - Assessor's Office

Rev. Fees effective 07-01-11

**RECORDING REQUESTED BY:**

Chicago Title Company  
Escrow No.: 12-52114505-LD  
Locate No.: CACTI7727-7727-4521-0052114505  
Title No.: 12-52114505-JF

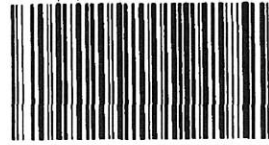
**When Recorded Mail Document  
and Tax Statement To:**

Mr. Anthony Lombardo  
P.O. Box 1450  
Salinas, CA 93902

Stephen L. Vagnini  
Monterey County Recorder  
Recorded at the request of  
**Chicago Title**

CRALMA  
5/21/2012  
8:00:00

DOCUMENT: 2012029736



Titles: 1/ Pages: 2

Fees.... 12.00  
Taxes... 122.65  
Other...  
AMT PAID \$134.65

APN: 423-111-010

SPACE ABOVE THIS LINE FOR RECORDER'S  
USE

**GRANT DEED**

**The undersigned grantor(s) declare(s)  
Documentary transfer tax is \$122.65**

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of **Bradley**,

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,** Joan M. Graywood, Trustee  
of The Herbert E. Graywood and Joan M. Graywood Revocable Trust dated October 16, 2008

hereby **GRANT(S) to** Anthony Lombardo, a married man as his sole and separate property

**the following described real property in the City of Bradley, County of Monterey, State of California:**  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: May 16, 2012

State of California )  
County of NAPA )

On 05-17-2012 before me,  
Luis R. Olivares, Notary Public  
(here insert name and title of the officer), personally appeared  
Joan M. Graywood

The Herbert E. Graywood and Joan M. Graywood  
Revocable Trust dated October 16, 2008

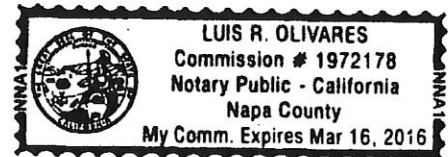
By: Joan M. Graywood  
Joan M. Graywood, Trustee

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

**Escrow No.:** 12-52114505-LD  
**Locate No.:** CACTI7727-7727-4521-0052114505  
**Title No.:** 12-52114505-JF

## **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Southeast 1/4 of Section 25, Township 23 North, Range 11 East of Mount Diablo Base and Meridian.

APN: 423-111-010

**END OF DOCUMENT**

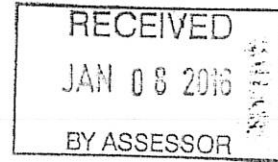
**ANTHONY LOMBARDO & ASSOCIATES**

A PROFESSIONAL CORPORATION

ANTHONY L. LOMBARDO  
KELLY MCCARTHY SUTHERLAND  
DEBRA GEMGNANI TIPTON

450 LINCOLN AVENUE, SUITE 101  
SALINAS, CA 93901  
(831) 751-2330  
FAX (831) 751-2331

January 8, 2015



Mr. Greg MacFarlane  
Supervising Appraiser  
Monterey County Assessor's Office  
168 W. Alisal Street  
Salinas, CA 93901

Re: APN 423-111-010

Dear Mr. MacFarlane:

I am writing to confirm that Indian Valley Cattle Company is the entity responsible for the management of agricultural activities on parcel number 423-111-010. Therefore, we respectfully request that said parcel be added to existing contract #69-028A.

Thank you.

Sincerely,

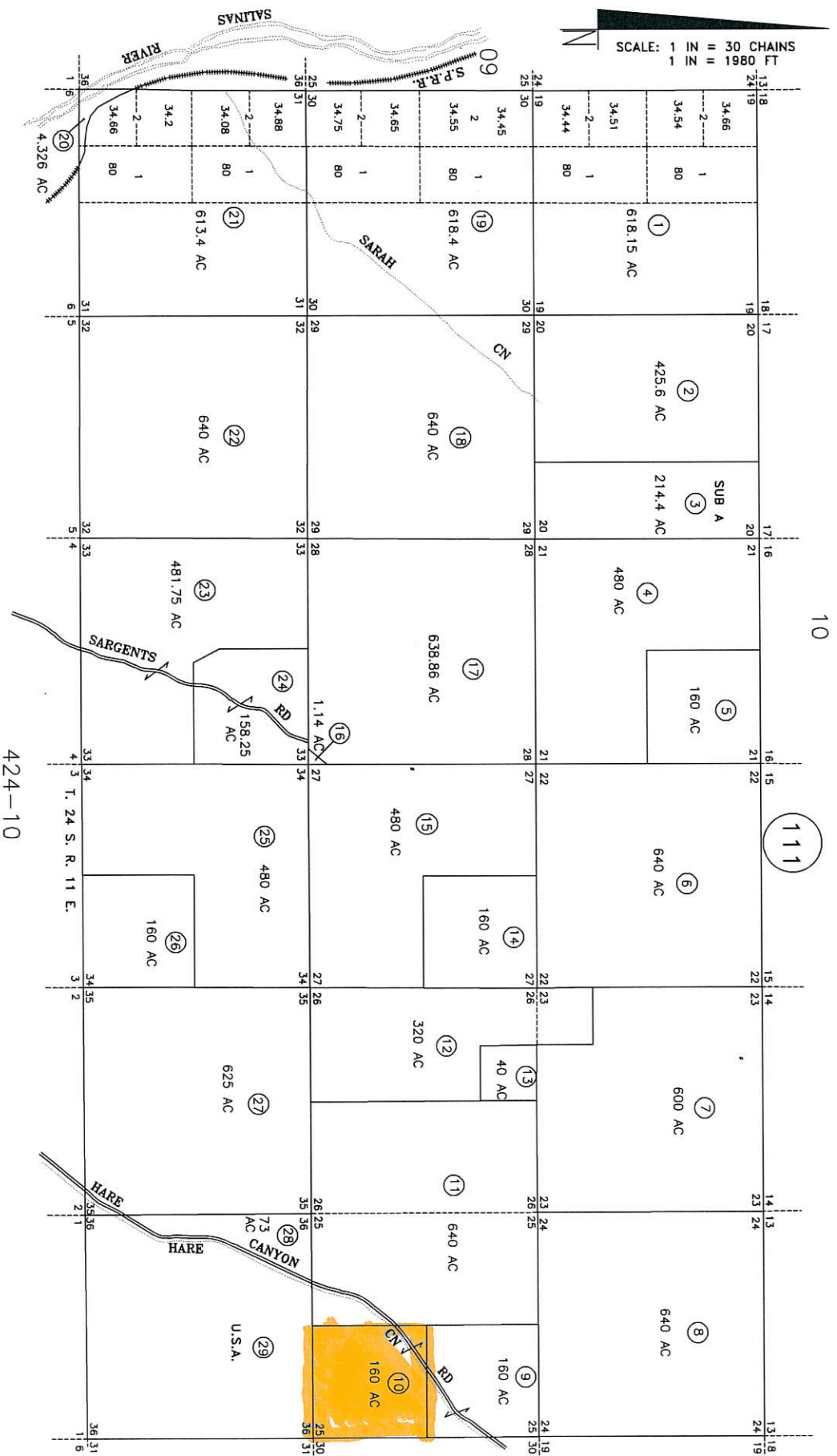
A handwritten signature in cursive script, appearing to read "Shandell Clark".

Shandell Clark  
Associate Land Use Specialist



TAX CODE AREA

COUNTY OF MONTEREY  
ASSESSOR'S MAP  
BOOK 423 PAGE 11



THIS MAP IS INTENDED TO BE USED FOR  
PROPERTY TAX ASSESSMENT PURPOSES ONLY

T. 23 S. R. 11 E.  
SEC. 19 THRU 36

424-10

ERIC J. LINDBERG JR.  
DOUBLE S. L. RANCH  
7 VISTA DEL VALLE  
LAFAYETTE, CA 94549-5300

1452

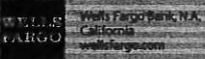
11-288/1210 4892  
8787700619

DATE 15 Dec 14

PAY TO THE ORDER OF County of Monterey

\$ 3175.00

Thirty-one hundred, seventy-five and <sup>no</sup>/<sub>100</sub> DOLLARS



FOR Lot Line Application Fee

ESZ

⑆000000⑆452⑆ ⑆121042882⑆ 8787700619⑆

ALPHA COPY  
OFFICIAL RECEIPT

COUNTY OF MONTEREY

RECEIVED FROM Anthony Lombardo DATE 1-6-15 20

STREET

CITY

FOR @ Ag Preserve Land  
Conservation Contract  
A-PN - 423-111-010-000  
57

OFFICE	MAIL	FIELD	CASH	CHECK	OTHER
PREVIOUS BALANCE				AMOUNT PRESENTED	
AMOUNT PAID				AMOUNT OF PAYMENT	
NEW BALANCE				CHANGE REFUNDED	

ON ACCOUNT NO. THE AMOUNT OF \$3175.57

CENTRAL VALLEY BUSINESS FORMS • (559) 851-3595

506011

REC'D. BY [Signature] FORM #111-71

WHEN RECORDED MAIL TO:

Ann Anderson

Clerk to the Board of Supervisors

East Wing, Room 226

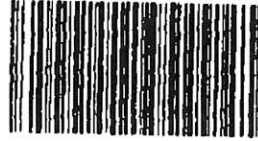
Salinas Courthouse

Stephen L. Vagnini  
Monterey County Recorder  
Recorded at the request of  
**Board of Supervisors**

RALICIA  
10/14/2003  
10:11:36

DOCUMENT: **2003125058**

Titles: 1/ Pages: 16



Fees ...  
Taxes ...  
Other ...  
AMT PAID \_\_\_\_\_

THIS SPACE FOR RECORDER'S USE ONLY

**LAND CONSERVATION CONTRACT NO. 69-28 a.1.**

**JO ANN LOMBARDO AND**

**ANTHONY L. LOMBARDO**

**LAND CONSERVATION CONTRACT No. 69-28.a.1.**

**THIS CONTRACT** is made and entered into as of the date opposite the respective signatures by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter called "County" and **JO ANN LOMBARDO, AN UNMARRIED WOMAN, AND ANTHONY L. LOMBARDO, AN UNMARRIED MAN, AS TENANTS IN COMMON**, 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 attached hereto and made a part hereof; and

**WHEREAS**, the property is located in an Agricultural Preserve (No.69-28) heretofore established by County by Resolution No. 69-35-28 and Land Conservation Contract No. 69-28.a., by and between the COUNTY OF MONTEREY and WALTER E. AND VIDA M. BASHAM (Owners' Predecessors in interest), Document No. G 05490, Recorded at Reel 595, Page 738, recorded in the Office of the County Recorder, Official Records, County of Monterey, on February 28, 1969; and

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

**WHEREAS**, Land Conservation Contract No. 69-28.a. is hereby amended to reflect the current ownership interests in the property described in Exhibit A, attached hereto and incorporated by this reference and, Land Conservation Contract No. 69-28.a. is hereby rescinded and superceded as applicable to the property described in Exhibit A, attached hereto and incorporated by this reference, to incorporate the County's adopted compatible uses and current Williamson Act provisions; and

**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 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 contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract. 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 fibre 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 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 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 informal 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 Board of Supervisors, Salinas Courthouse, 240 Church Street, East Wing, Suite 226, 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.

**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: 10-7-03

By:   
Chair, Board of Supervisors

**ACKNOWLEDGMENT**

State of California     )  
County of Monterey    )

On October 7, 2003, before me SALLY R. REED, Clerk of the Board of Supervisors, in and for said County and State, personally appeared Supervisor Fernando Armenta, 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.

SALLY R. REED, Clerk of  
the Board of Supervisors of  
Monterey County, State of California

Legal Reference:  
Civil Code sections 1181, 1184, 1185, 1188, 1191  
Code of Civil Procedure section 2012

By Barbara Grant  
Deputy

Dated: 7/1/03

Dated: 5/20/03

OWNER/S:

John Lombardo  
JO ANN LOMBARDO

Anthony L. Lombardo  
ANTHONY L. LOMBARDO

STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On May 30, 2003, before me, Susan Snow,  
Notary Public, personally appeared Anthony L. Lombardo, personally known to  
me (or 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 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/ signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

[SEAL]



STATE OF CALIFORNIA  
COUNTY OF MONTEREY

On July 1, 2003, before me, Susan Snow,  
Notary Public, personally appeared Jo Ann Lombardo, personally known to  
me (or 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 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/ signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

[SEAL]



F:\WPWIN60\TX\TLANDUSE\WLM\SNACT\2003\AGPKS\AGPK\_tx-oshp\_6

9-23-a-1\_Basham\_Lombardo.wpd

**EXHIBIT A**

**LAND CONSERVATION CONTRACT**

**LEGAL DESCRIPTION**

EXHIBIT A

<u>Assessor Parcel No.</u>	<u>Acreage</u>
423-101-031	240 Acres
423-101-033	160 Acres
423-101-034	40 Acres
423-101-035	400 Acres
423-111-007	600 Acres
423-111-008	640 Acres
423-111-009	160 Acres
423-111-011	640 Acres
423-111-012	320 Acres
423-111-013	40 Acres
423-121-050	160 Acres
423-121-051	80.36 Acres
423-121-052	120 Acres
423-121-053	160 Acres
423-133-001	121.51 Acres
423-133-002	120 Acres
423-133-004	70.65 Acres
423-133-005	95.72 Acres
423-133-022	40.62 Acres
TOTAL	4,208.86 Acres

Form No. 1084  
California Land Title Association  
Standard Coverage Policy Form - 1990

**Schedule C**

The land referred to in this policy is situated in the State of California, County of Monterey, in an unincorporated area and is described as follows:

Parcel 1:

Situate in the County of Monterey, State of California, described as follows:

IN TOWNSHIP 23 SOUTH, RANGE 11 EAST OF MOUNT DIABLO BASE AND MERIDIAN:

Of Section 13: East half (E½); Southwest quarter (SW¼);  
Southwest quarter of Northwest quarter (SW¼ of NW¼)  
and Northeast quarter of Northwest quarter (NE¼ of NW¼).

Of Section 14: Southwest quarter (SW¼).

Of Section 15: East half of Southeast quarter (E½ of SE¼).

APNs: 423-101-031  
423-101-033  
423-101-035

Of Section 23: All thereof.

Of Section 24: All thereof.

Of Section 25: West half (W½) and the Northeast quarter (NE¼).

Excepting that portion lying within Hare Canyon Road.

Of Section 26: All thereof.

APNs: 423-111-007  
423-111-008  
423-111-009  
423-111-011  
423-111-012  
423-111-013

IN TOWNSHIP 23 SOUTH, RANGE 12 EAST OF MOUNT DIABLLO BASE AND MERIDIAN:

Of Section 18: Southeast quarter of Southeast quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ );  
Southwest quarter of Southeast quarter (SW $\frac{1}{4}$  of SE $\frac{1}{4}$ );  
Lots 3 and 4, and Southeast quarter of Southwest quarter  
(SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ).

Excepting that portion lying within Hare Canyon Road.

APNs: 423-121-051  
423-121-052

Of Section 19: Lots 1, 2, 3, 4; East half of Southwest quarter (E $\frac{1}{2}$  of SW $\frac{1}{4}$ ).

APNs: 423-133-001  
423-133-002

EXCEPTING from the above described property the following:

(a) UNDIVIDED ONE-HALF (1/2) INTEREST in and to all natural gas, oil and other minerals therein contained, together with the right, at any and all times during said term, to enter said premises and develop and mine the same, including the right to erect machinery, sink wells, bore, tunnel, dig for, work on, and remove the same from said premises, and the right of way over and through any and all parts of said premises, for the purpose of going to, and coming from, said works, and transporting machinery, tools, implements, and supplies for said works, and also the right to lay pipe lines over and through said premises to conduct said oil and to transport said substances to market, also the right to dispose of said substances, provided, however, that said party of the first part and her grantee shall not destroy or injure any crops growing upon said land, or any improvements on said premises, without making just compensation therefor, as excepted in the deed from Jody Maher, a single woman, to Webster Wood and Mae Wood, his wife, as joint tenants, dated September 25, 1940 and recorded October 24, 1940 in Volume 685 Official Records at Page 421, Monterey County Records, AFFECTING SW $\frac{1}{4}$  of Section 14; E $\frac{1}{2}$  of SE $\frac{1}{4}$  of Section 15; all of Section 22; all of Section 23, excepting SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 26; NE $\frac{1}{4}$  of Section 27, all in Township 23 South, Range 11 East.

(b) Exception and reservation of all mining and mineral rights, with certain agreements and provisions, as contained in deed from Charles Carter Nichols and Charlotte M. Nichols, his wife, to George B. Azbell and Winn S. Azbell, dated July 20, 1920, recorded in Volume 180 of Deeds, at page 429, Monterey County Records, AFFECTING S $\frac{1}{2}$ , SW $\frac{1}{4}$  of NW $\frac{1}{4}$  and SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 13, Township 23 South, Range 11 East; and Lot 3 and SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 18, Township 23 South, Range 12 East.

(c) All rights reserved in the deed from Bridge Investment Co., a corporation, to Burt H. Riggs and Clare A. Riggs, his wife, as joint tenants, dated May 15, 1947, recorded May 23, 1947 in Volume 968 Official Records at Page 475, Monterey County Records, as follows: "Grantors do hereby expressly except and reserve and retain unto themselves, their heirs and assigns, however, the following:

All of the minerals, including without limiting the generality thereof, all of the oil, gas and other hydrocarbons in and under said land or produced or saved therefrom, together with the right and power in grantors, their successors or assigns, in person or through the agency of any lessee, operator, independent contractor or otherwise, to mine for, drill for, produce, extract, take and remove all of said substances (and water for Grantors' said operations on said land) from, and to store the same upon, the said land, with the right of entry thereon at all times for said purposes, together with the right to mine or drill wells thereon for said purposes and to construct, erect, maintain, operate, use, repair and replace thereon and remove therefrom, all pipe lines, telephone and telegraph lines, derricks, tanks, machinery, buildings and other structures which grantors, their successors or assigns, may desire in carrying on any such operation including all rights necessary or convenient thereto, together with the rights of way for passage over, upon and across, and ingress and egress to and from said land for such purposes.

(d) All rights reserved in the deed from Burt H. Riggs and Clare A. Riggs, his wife, to Webster Wood and Mae Wood, his wife, as joint tenants, dated January 2, 1943, recorded March 2, 1948 in Volume 1041 Official Records at Page 304, Monterey County Records, wherein grantors reserve to themselves 51% of all their right, title, interest and equity in and to all of the minerals, including, without limiting the generality thereof, all of the petroleum products, oil, gas and other hydrocarbons at any time in or under the land conveyed by said deed, together with the right to extract and remove the same from premises.

(e) EXCEPTING from all that portion which was formerly within the limits of the old Stone Canyon right of way, 100 feet wide, all oil, gas, coal, clay and minerals lying in and under all of the parcels of real property above described, including the right of grantor, her successors and assigns, at all times to enter upon said land so reserved and take all the usual, necessary and convenient means to bore wells, make excavations and remove all oil, gas, coal, clay and minerals that are found thereon, including, without limiting the foregoing, the right and privilege of mining and removing coal and clay and/or minerals therefrom by a subterranean process and of making and driving tunnels, shafts, passages and ways under the surface of said lands above described for the purpose of testing, exploring or mining any coal, clay and/or minerals in and under the above described real property; and that there are also reserved to grantor, her successors and assigns, all easements and rights of way necessary or convenient for the production, storage or transportation of all oil, gas, coal, clay and minerals above described and for the exploration and testing of the said parcels of real property, and

also the right to drill and produce and use water from all of said parcels of real property in connection with the drilling or mining exploration thereon, all without liability, as excepted in the deed from Dorothy White to Mae Wood, dated March 1, 1961 and recorded March 10, 1961 in Volume 2129 Official Records of Monterey County at Page 320.

Of Section 30: Lot 1  
Excepting that portion lying within Hare Canyon Road.

APN: 423-133-022



Parcel II:

The Southeast quarter of the Northwest quarter of Section 13, Township 23 South, Range 11 East, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM all oil, gas and/or minerals in said lands, together with the right at all times to enter on the above described land and to take all of the usual, necessary or convenient means to bore wells, make excavations and to remove the oil, gas and/or minerals herein reserved and found thereon, as excepted in the deed from Tom Hambey et al, dated February 2, 1970, recorded February 17, 1970, Reel 639 of Official Records, at page 987.

APN: 423-101-034

Parcel III:

Being Lots One (1) and Two (2) and the East One-Half of the Northwest One-Quarter of Section 18, Township 23 South, Range 12 East, M.D.B. & M.

APN: 423-121-050

Parcel IV:

The South One-Half (S½) of Northeast One-Quarter (NE ¼) and the North One-Half (N ½) of the Southeast One-Quarter (SE ¼) of Section 18, Township 23 South, Range 12 East, M.D.B. & M.

APN: 423-121-053

Parcel V:

Parcels A and B, as shown and designated on that Record of Survey filed May 9, 1995 in Volume 19 of Surveys, Page 58, Official Records Monterey County, California.  
Excepting that portion lying within Hare Canyon Road.

APNs: 423-133-004 and 423-133-005

Parcel VI:

A non-exclusive easement for road and utilities purposes 40 feet wide over that portion of Sargents Canyon Road, formerly a county road, as abandoned by Resolution 82-225 adopted May 25, 1982 by the Monterey County Board of Supervisors; said easement being generally described as beginning at the north section line of Sections 33 and meandering in a general northeasterly direction across Sections 28, 27 and 22 to the west section line of Section 23 in Township 23 South Range 11 East, Mount Diablo Base and Meridian illustrated on the Wunpost, California USGS Quadrangle Map dated 1949 and photorevised 1979 attached hereto as Exhibit 1.

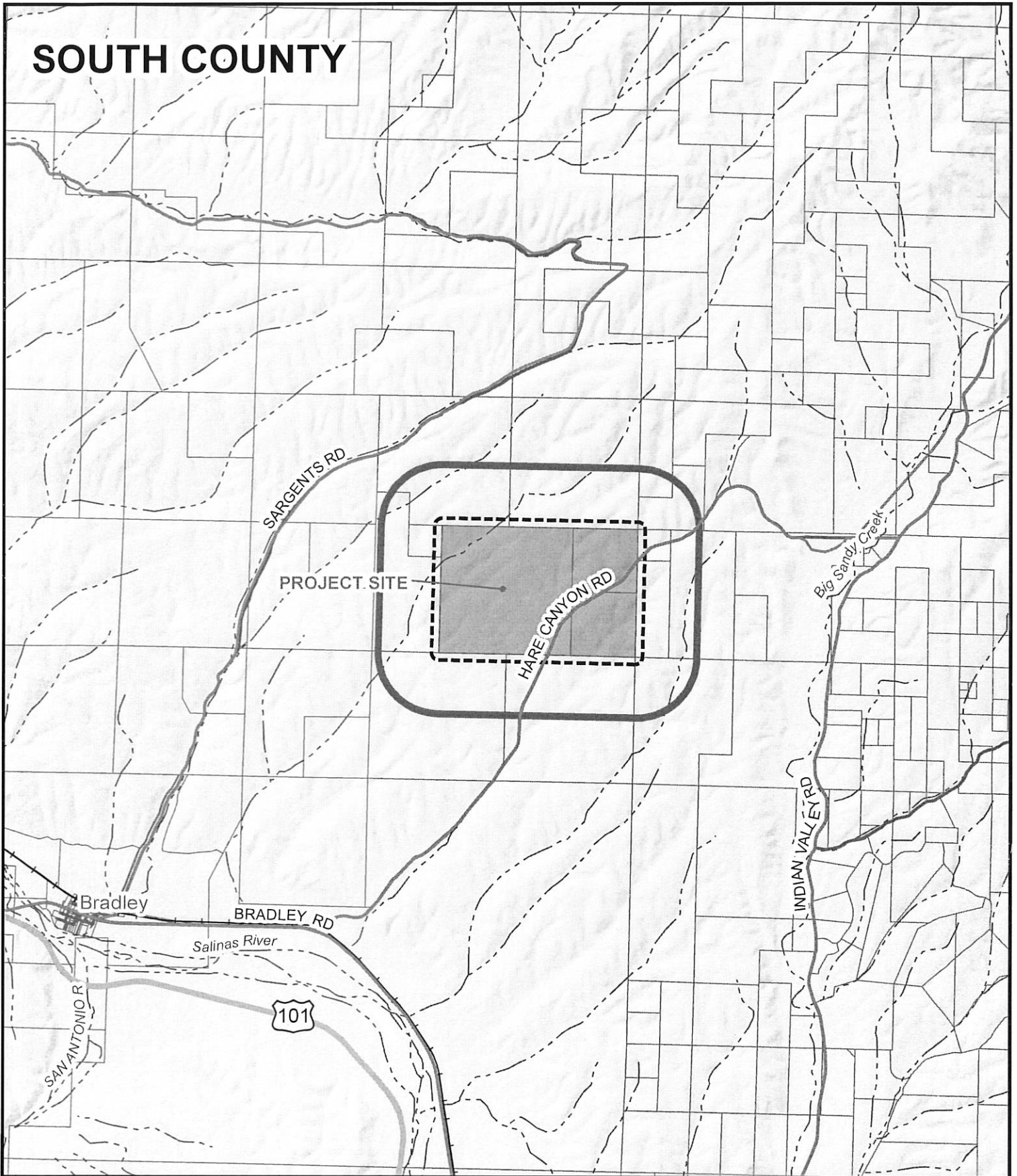
**EXHIBIT B**  
**LAND CONSERVATION CONTRACT**  
**COMPATIBLE USES**

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

1. The drying, packing or other processing of an agricultural commodity 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. Dwelling for persons employed by owner or lessee and the family of 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."

**END OF DOCUMENT**




# SOUTH COUNTY

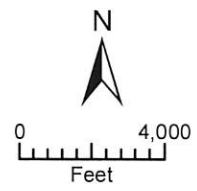


APPLICANT: LOMBARDO

APN: 423-111-009, 010, 011

FILE # PLN140484

 2500' Limit  300' Limit  Water



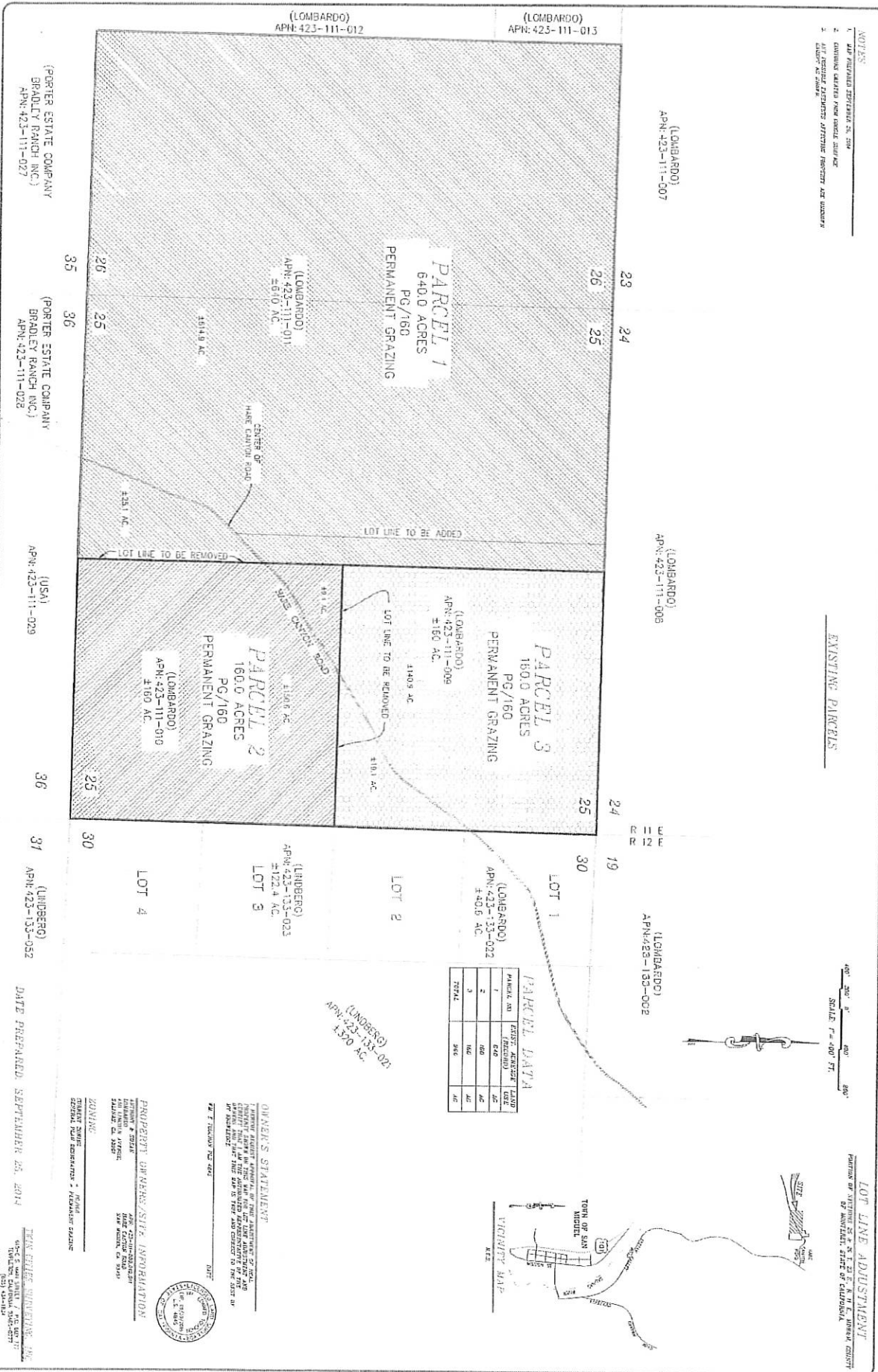
PLANNER: MACK

- NOTES:
1. MAP REVISIONS EXTENDING TO... DATE
  2. CONTINGENT CLAIMS FROM... DATE
  3. ALL PROPERTY INTERESTS... DATE
  4. ALL... DATE

EXISTING PARCELS

SCALE 1" = 400' FT.

LOT LINE ADJUSTMENT  
 PARTIAL OF VINTAGE 25 & S 1/2 & S 1/4 & N 1/2 & N 1/4...  
 OF MONTEZUMA, STATE OF CALIFORNIA



**PARCEL 1**  
 640.0 ACRES  
 PG/160  
 PERMANENT GRAZING

**PARCEL 2**  
 160.0 ACRES  
 PG/160  
 PERMANENT GRAZING

**PARCEL 3**  
 180.0 ACRES  
 PG/160  
 PERMANENT GRAZING

**PARCEL DATA**

PARCEL NO.	EXIST. ANCHORED TRACT	LAND USE
1	640	AC
2	160	AC
3	180	AC
TOTAL	980	AC

(PORTER ESTATE COMPANY  
 BRADLEY RANCH INC.)  
 APN: 423-111-027

(PORTER ESTATE COMPANY  
 BRADLEY RANCH INC.)  
 APN: 423-111-028

(USA)  
 APN: 423-111-029

(USA)  
 APN: 423-111-029

(LUNDBERG)  
 APN: 423-133-052

DATE PREPARED: SEPTEMBER 24, 2014

TEN-YEAR SUBDIVISION...  
 1500 S. MOUNTAIN...  
 95000...  
 91 2280

**OWNER'S STATEMENT**  
 I HEREBY CERTIFY...  
 DATE



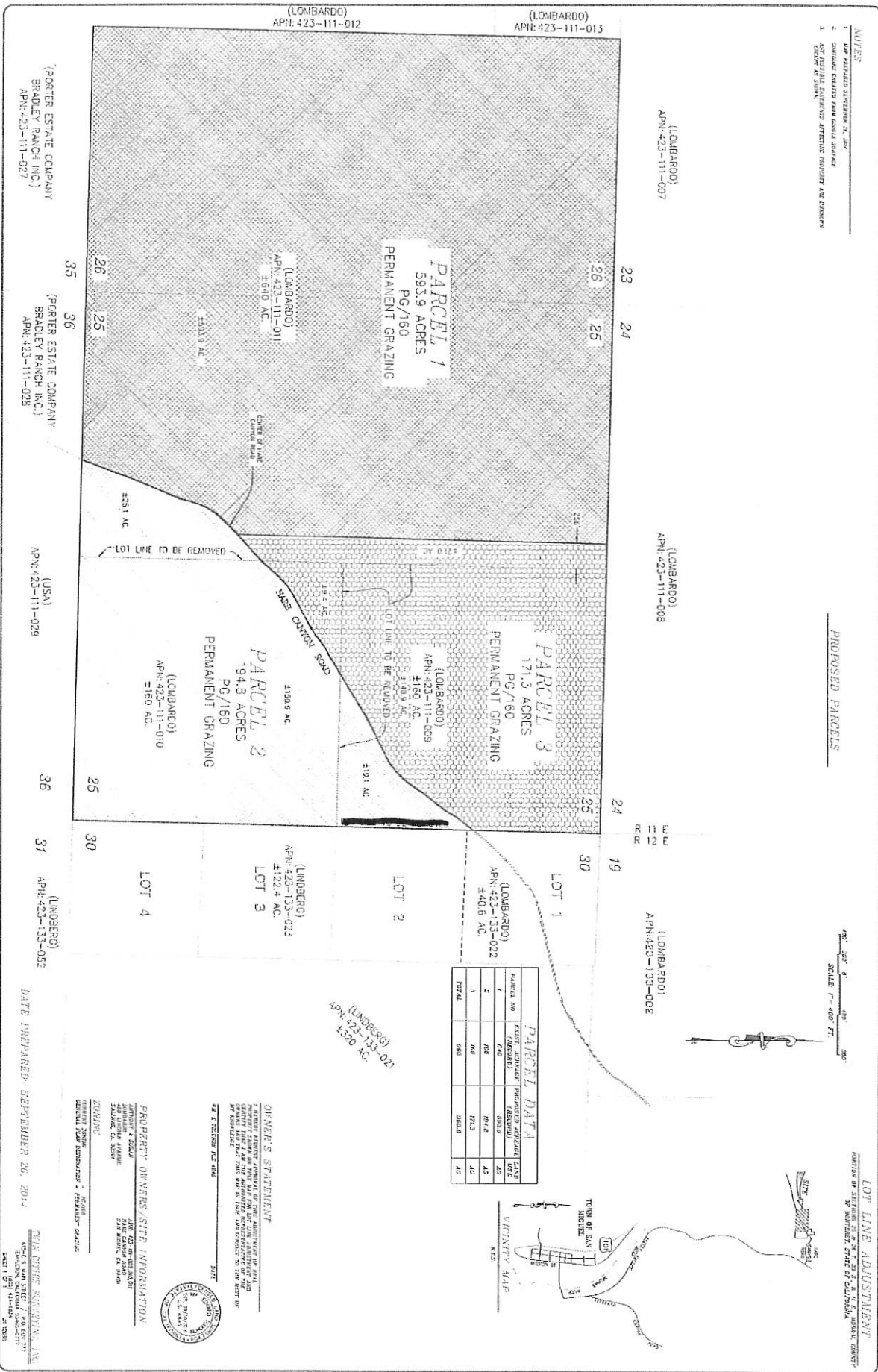
**PROPERTY OWNERS STATE INFORMATION**  
 PROPERTY OWNERS STATE INFORMATION...  
 2014

- NOTES
1. SEE PARCEL STATEMENTS 20, 20A
  2. CURRENT STATUS FROM COUNTY OFFICE
  3. ANY NEARBY ADJACENT PROPERTY AND DISTANCE
  4. DATE OF SURVEY

PROPOSED PARCELS

1" = 400' FT.

LOT LINE ADJUSTMENT



PARCEL DATA

PARCEL NO.	EXIST. (ACRES)	PROPOSED (ACRES)	PERCENTAGE (%)
1	593.9	593.9	100
2	194.8	194.8	100
3	171.3	171.3	100
TOTAL	960.0	960.0	100

**OWNER'S STATEMENT**

I, the undersigned, being the owner of the above described property, do hereby certify that the above information is true and correct to the best of my knowledge and belief, and that I have no knowledge of any other persons who may have an interest in the above described property.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



PORTER ESTATE COMPANY  
BRADLEY RANCH INC.  
APN: 423-111-027

PORTER ESTATE COMPANY  
BRADLEY RANCH INC.  
APN: 423-111-028

(USA)  
APN: 423-111-029

36

(LINDBERG)  
APN: 423-133-022

DATE PREPARED: SEPTEMBER 20, 2014

TEK SURVEYING, INC.  
4500 S. 1000 E. SUITE 100  
MIDLAND, UT 84402  
PHONE: 437-4344  
FAX: 437-4344

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