

Attachment C

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LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 27th day of February 1973, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and JOSEPH I. VIOLINI, aka JOSEPH E. VIOLINI, aka JOSEPH E. VIOLINI, Jr., aka JOE I. VIOLINI, Jr., aka JOE VIOLINI, Jr.; BEN P. VIOLINI, aka BENJAMIN P. VIOLINI; and LEO VIOLINI, 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. 73-30) heretofore established by County by Resolution No. 73-34-30; 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

February, 1973, 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 13, 1973 and by County on February 27, 1973.



COUNTY OF MONTEREY

By [Signature]
Chairman, Board of Supervisors

STATE OF CALIFORNIA) ss
COUNTY OF MONTEREY)

On this 27th day of February, 1973, before me, ERNEST A. MAGGINI, County Clerk of the County of Monterey, and ex-officio Clerk of the Board of Supervisors and of the Superior Court, in and for said County and State, personally appeared ELLIS P. TAVERNETTI, known to me to be the Chairman of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.



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

By [Signature]
Deputy

[Signature]
Joseph I. Violini
[Signature]
Benjamin P. Violini
[Signature]
Leo Violini

OWNER

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

On this 13th day of February, 1973, before me
_____, A Notary Public in and for
the County of Monterey, State of California,
residing therein, duly commissioned and sworn, personally appeared
Joseph I. Violini, Benjamin P. Violini, and Leo Violini

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

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

Jane G. Rigmaiden

Notary Public in and for the _____ County of Monterey
State of California.

My Commission Expires _____

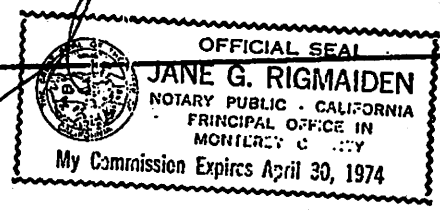


EXHIBIT "A" - PAGE 1

ALL THAT REAL PROPERTY IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1, 2, 3, AND 4 OF SECTION 33; AND LOTS 1 AND 2 OF SECTION 34, ALL IN TOWNSHIP 16 SOUTH, RANGE 3 EAST OF MOUNT DIABLO BASE AND MERIDIAN, CONTAINING 57.20 ACRES OF LAND, MORE OR LESS.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF (1/2) PART OF ALL MINERAL, GAS AND OIL RIGHTS AS RESERVED IN THE DEED FROM MARIE T. SMITH, ET AL TO JOE I. VIOLINI, JR., ET AL RECORDED DECEMBER 6, 1951 IN BOOK 1346, PAGE 26, OFFICIAL RECORDS OF MONTEREY COUNTY.

PARCEL 2:

ALL THAT PART OF THE LOS TULARCITOS RANCHO CONVEYED IN THE DEED FROM ALBERTO TRESCONY TO OWEN SMITH AND FRAN SMITH BY DEED DATED FEBRUARY 19, 1886 AND RECORDED FEBRUARY 20, 1886 IN VOLUME 11 OF DEEDS AT PAGE 143, MONTEREY COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERN BOUNDARY OF THE TULARCITOS RANCHO FROM WHICH THE SOUTHEAST CORNER OF LAND FORMERLY OWNED BY CHIAS. UNDERWOOD, THE SAME BEING THE SOUTHEAST CORNER OF FRACTIONAL SECTION 31, T. 16 S., R. 3 E., M.D.M., BEARS SOUTH 87° WEST, 8.25 CHAINS DISTANT; THENCE ALONG A FENCE ON THE WEST BOUNDARY OF PAUL PIAZONNI'S LAND, SOUTH 46° 15' EAST, 8.20 CHAINS TO A POST IN FENCE MARKED H.2; THENCE ALONG THE AVERAGE LINE OF FENCE AND GULCH SOUTH 34° 15' EAST, 77.19 CHAINS TO A LIVE OAK TREE 24 INCHES IN DIAMETER MARKED H 3, STANDING ON THE EAST SIDE OF GULCH; THENCE SOUTH 9° 30' EAST, 6.28 CHAINS TO A STAKE ON THE WEST SIDE OF GULCH; THENCE SOUTH 28° 30' WEST, 4.30 CHAINS TO A STAKE MARKED SOUTH 16 AND T.P. IN A MOUND OF ROCKS IN THE BED OF THE CHUPINES CREEK AT THE CORNER COMMON TO LANDS OF SMITH, JOHNSON AND PIAZONNI; THENCE FOLLOWING DOWN THE CHUPINES CREEK ON THE LINE OF MRS. JOHNSON'S LAND, SOUTH 80° 45' WEST, 7.29 CHAINS TO A POST MARKED S. 15; THENCE SOUTH 50° 30' WEST, 4.27 CHAINS TO A POST MARKED S. 14; THENCE SOUTH 11° 35' WEST, 3.59 CHAINS TO A POST MARKED S. 13; THENCE SOUTH 35° 45' WEST, 7.77 CHAINS TO A POST MARKED S. 12; THENCE SOUTH 33° 45' WEST, 4.73 CHAINS TO A POST MARKED S. 11; THENCE SOUTH 40° 30' WEST, 6.84 CHAINS TO A SYCAMORE TREE MARKED S. 10; THENCE SOUTH 48° 20' WEST, 3.06 CHAINS TO A POST MARKED S. 9; THENCE SOUTH 33° WEST, 7.31 CHAINS TO A POST MARKED S. 8; THENCE SOUTH 14° WEST, 8.55 CHAINS TO A POST MARKED S. 7; THENCE SOUTH 28° 15' WEST, 12.17 CHAINS TO A SYCAMORE TREE MARKED S. 6; THENCE SOUTH 58° WEST, 5.01 CHAINS TO A SYCAMORE TREE MARKED S. 5; THENCE SOUTH 76°

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WEST, 7.70 CHAINS TO A WHITE OAK TREE 28 INCHES IN DIAMETER MARKED T.P.S. 11. STANDING ON THE POINT OF A SPUR ON THE WESTERLY SIDE OF THE CANON OF THE CHUPINES CREEK; THENCE NORTH $28^{\circ} 20'$ WEST, 52.89 CHAINS TO A FORKED LIVE OAK MARKED T.P.S. 3 ON TOP OF RIDGE; THENCE NORTH $63^{\circ} 20'$ WEST, AT 14.29 CHAINS CORNER OF JOHNSON AND BERTA'S LAND 15.50 CHAINS TO CORNER OF FENCES ON EASTERLY LINE OF BERTA'S LAND; THENCE ALONG FENCE WITH SAID BERTA'S LINE, NORTH $24^{\circ} 30'$ EAST, 40.23 CHAINS TO A TURN IN FENCES; THENCE NORTH $1^{\circ} 45'$ WEST, 23.32 CHAINS TO TURN IN FENCE; THENCE NORTH $13^{\circ} 50'$ WEST, 19.42 CHAINS TO FENCE IN GULCH ON THE NORTH BOUNDARY OF THE TULARCITOS RANCHO; THENCE ALONG THE SAID BOUNDARY NORTH 87° EAST, 26.84 CHAINS TO THE PLACE OF BEGINNING.

CONTAINING 650.21 ACRES AND DESIGNATED AS LOT 1 ON MAP NO. 1 OF PARTITION OF LANDS OF OWEN SMITH AND HEIRS OF F. SMITH BY THE SUPERIOR COURT OF MONTEREY COUNTY, STATE OF CALIFORNIA, AS SURVEYED BY D.F. DAVIES IN 1896.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF (1/2) PART OF ALL MINERAL, GAS AND OIL RIGHTS AS RESERVED IN THE DEED FROM MARIE T. SMITH, ET AL TO JOE I. VIOLINI, JR., ET AL RECORDED DECEMBER 6, 1951 IN BOOK 1346, PAGE 26, OFFICIAL RECORDS OF MONTEREY COUNTY.

PARCEL 3:

BEGINNING AT THE QUARTER SECTION STAKE BETWEEN SECTIONS 19 AND 20, TOWNSHIP 16 SOUTH, RANGE 3 EAST, MOUNT DIABLO MERIDIAN; THENCE SOUTH ON SECTION LINE 1.45 CHAINS TO THE MIDDLE OF THE COUNTY ROAD LEADING FROM CORRAL DE TIERRA TO HOUSE FORMERLY OCCUPIED BY CHAS. UNDERWOOD; THENCE ALONG THE CENTER OF SAID ROAD SOUTH $23^{\circ} 15'$ WEST, 3.38 CHAINS TO STATION R.2; THENCE SOUTH $54^{\circ} 55'$ WEST, 3.00 CHAINS TO STATION R.3; THENCE SOUTH $35^{\circ} 15'$ WEST, 2.50 CHAINS TO STATION R.4; THENCE SOUTH $56^{\circ} 50'$ WEST, 1.50 CHAINS TO STATION R.5; THENCE SOUTH $73^{\circ} 50'$ WEST, 1.60 CHAINS TO STATION R.6; THENCE SOUTH 17° WEST, 1.00 CHAINS TO STATION R.7; THENCE SOUTH $13^{\circ} 15'$ EAST, 4.10 CHAINS TO STATION R.8; THENCE SOUTH $2^{\circ} 24'$ WEST, 3.30 CHAINS TO STATION R.9; THENCE SOUTH $18^{\circ} 35'$ WEST, 3.00 CHAINS TO STATION R.10; THENCE SOUTH $34^{\circ} 30'$ WEST, 1.80 CHAINS TO STATION R.11; THENCE NORTH $87^{\circ} 30'$ WEST, 3.00 CHAINS TO STATION R.12; THENCE SOUTH 18° WEST, 2.00 CHAINS TO STATION R.13; THENCE SOUTH $12^{\circ} 10'$ EAST, 3.30 CHAINS TO STATION R.14; FROM WHICH A WHITE OAK IN FENCE ON EAST OF ROAD BEARS SOUTH 1° EAST, 0.91 CHAINS DISTANT; THENCE SOUTH $23^{\circ} 15'$ WEST, 3.50 CHAINS TO STATION R.15; THENCE SOUTH $34^{\circ} 10'$ WEST, 3.00 CHAINS TO STATION R.16; THENCE SOUTH $3^{\circ} 45'$ WEST, 2.50 CHAINS TO STATION R.17; THENCE SOUTH 34° WEST, 2.30 CHAINS TO STATION R.18; THENCE SOUTH $37^{\circ} 10'$ WEST, 4.70 CHAINS TO STATION R.19 LINE BETWEEN SECTIONS 19 AND 30, FROM WHICH POST BEARS NORTH 81° WEST, 19 LINKS DISTANT; THENCE WEST ON THE LINE BETWEEN

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SECTIONS 19 AND 30, 21.00 CHAINS TO THE QUARTER SECTION STAKE BETWEEN SECTIONS 19 AND 30; THENCE SOUTH ALONG THE MIDDLE OF SECTION 30 AT 14.70 CHAINS CROSS COUNTY ROAD AT 39.37 CHAINS CORNER OF FENCES IN MIDDLE OF SECTION 30, 79.47 CHAINS TO THE QUARTER SECTION CORNER BETWEEN SECTIONS 30 AND 31 FROM WHICH A WHITE OAK 30 INCHES IN DIAMETER BEARS NORTH $3\ 1/2^\circ$ WEST, 26 LINKS DISTANT; THENCE EAST ALONG THE LINE BETWEEN SECTIONS 30 AND 31, 39.87 CHAINS TO A STAKE AT CORNER OF A FENCE AT THE SOUTHEAST CORNER OF SECTION 30; THENCE ALONG A FENCE BETWEEN SECTIONS 31 AND 32, 12.19 CHAINS TO THE NORTHERN BOUNDARY OF THE TULARCITOS RANCHO; THENCE ALONG SAID BOUNDARY NORTH 87° EAST AT 8.25 CHAINS THE NORTHEAST CORNER OF LOT 1, 80.11 CHAINS TO THE LINE BETWEEN SECTIONS 32 AND 33; THENCE NORTH 6.40 CHAINS TO A MOUND OF ROCK AT CORNER OF SECTIONS 28, 29, 32 AND 33; THENCE EAST 40 CHAINS TO A POST MARKED $1/4$ S.S.P.; THENCE N. 30 CHAINS TO A POST MARKED S.P. STANDING IN A GULCH FROM WHICH A BLAZED LIVE OAK TREE 8 INCHES IN DIAMETER BEARS NORTH $19^\circ\ 15'$ WEST, 33 LINKS DISTANT; THENCE NORTH $89^\circ\ 40'$ WEST, 40 CHAINS TO A POST IN A MOUND OF ROCKS IN A SMALL GULCH FROM WHICH A WHITE OAK S.P.R.T. BEARS SOUTH 70° EAST, 47 LINKS DISTANT; THENCE NORTH 10 CHAINS TO THE QUARTER SECTION STAKE BETWEEN SECTIONS 28 AND 29; THENCE NORTH $89^\circ\ 40'$ WEST, 79.98 CHAINS TO QUARTER SECTION STAKE BETWEEN SECTIONS 29 AND 30; THENCE N. 39.90 CHAINS TO THE CORNER COMMON TO SECTIONS 19, 20, 29 AND 30; THENCE EAST ON SECTION LINE 40.69 CHAINS TO CORNER OF FENCE ON LINE OF MRS. HUGHES' LAND; THENCE ALONG FENCE NORTH 39.96 CHAINS TO CORNER OF FENCES; THENCE ALONG A FENCE WEST 40.60 CHAINS TO QUARTER SECTION STAKE AT PLACE OF BEGINNING.

CONTAINING 1037.36 ACRES AND DESIGNATED AS LOT NO. 2 ON MAP NO. 1 OF PARTITION OF LAND OF OWEN SMITH AND HEIRS OF F. SMITH BY THE SUPERIOR COURT OF MONTEREY COUNTY, STATE OF CALIFORNIA, AS SURVEYED BY D.F. DAVIES IN 1896.

EXCEPTING THEREFROM ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER (SW $1/4$ OF SE $1/4$) OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 3 EAST OF MOUNT DIABLO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A 2" X 3" REDWOOD STAKE STANDING AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 30 AND 31, SAID TOWNSHIP AND RANGE AFORESAID FROM WHICH THE STUMP OF THE ORIGINAL BEARING TREE, A WHITE OAK 24" IN DIAMETER BEARS NORTH $3^\circ\ 30'$ WEST, 17 FEET DISTANT; THENCE N. 1008 FEET TO STATION; THENCE SOUTH 44° EAST, 502 FEET TO STATION; THENCE SOUTH 38° EAST, 105 FEET TO STATION; THENCE SOUTH 33° EAST, 122 FEET TO STATION; THENCE SOUTH 52° EAST, 90 FEET TO STATION; THENCE SOUTH 32° EAST, 478 FEET TO A 4" X 4" REDWOOD POST STANDING IN THE LINE BETWEEN SAID SECTIONS 30 AND 31; THENCE WEST FOLLOWING THE SECTION LINE 804 FEET TO THE PLACE OF BEGINNING AND CONTAINING 10.2 ACRES OF LAND, MORE OR LESS.

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ALSO EXCEPTING FROM THE EAST HALF OF SOUTHEAST QUARTER (E1/2 OF SE1/4) OF SECTION 19 ALL THAT PORTION THEREOF LYING WITHIN THE LIMITS OF THE COUNTY ROAD REFERRED TO IN THE ABOVE DESCRIPTION.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF (1/2) PART OF ALL MINERAL, GAS AND OIL RIGHTS AS RESERVED IN THE DEED FROM MARIE T. SMITH, ET AL TO JOE I. VIOLINI, JR., ET AL RECORDED DECEMBER 6, 1951 IN BOOK 1346, PAGE 26, OFFICIAL RECORDS OF MONTEREY COUNTY.

PARCEL 4A:

ALL THAT PART OF SECTIONS 27 AND 28 IN TOWNSHIP 16 SOUTH, RANGE 3 EAST OF MOUNT DIABLO MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE QUARTER SECTIONS STAKE BETWEEN SECTIONS 28 AND 29; THENCE S. 10.00 CHAINS TO A POST MARKED S.P. STANDING IN A SMALL GULCH FROM WHICH A WHITE OAK S.P.B.T. BEARS SOUTH 7° EAST, 47 LINKS DISTANT; THENCE SOUTH 89° 40' EAST, 40 CHAINS TO A POST MARKED S.P. IN BOTTOM OF A GULCH AND FROM WHICH A LIVE OAK BEARS NORTH 19 1/2° WEST, 33 LINKS DISTANT; THENCE SOUTH 30.00 CHAINS TO A STAKE MARKED 1/4 S.S.P. BEING THE QUARTER SECTION CORNER BETWEEN SECTIONS 28 AND 33; THENCE EAST ALONG THE SECTION LINE 59.55 CHAINS TO A STAKE FROM WHICH A LIVE OAK 5 INCHES IN DIAMETER BEARS NORTH 34° 45' EAST, 15 LINKS DISTANT; THE SAME BEING THE SOUTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 27; THENCE NORTH 20 CHAINS TO STATION; THENCE EAST 19.70 CHAINS TO STATION; THENCE N. 20.00 CHAINS TO STAKE IN MIDDLE OF SECTION 27; THENCE WEST 19.80 CHAINS TO STAKE; THENCE NORTH 20.00 CHAINS TO STAKE; THENCE WEST 39.90 CHAINS TO STAKE; THENCE SOUTH 20.00 CHAINS TO STAKE ON TOP OF RIDGE; THENCE WEST 20 CHAINS TO A STAKE 2 CHAINS NORTH OF TOP OF SPUR; THENCE NORTH 20 CHAINS TO A STAKE IN BOTTOM OF GULCH; THENCE WEST 40 CHAINS TO A STAKE ON EAST SIDE ON ROCKY GULCH; THENCE SOUTH 20.00 CHAINS TO THE PLACE OF BEGINNING.

CONTAINING 480 ACRES OF LAND, MORE OR LESS, AND DESIGNATED AS LOT 3 ON MAP NO. 1 OF PARTITION OF LANDS OF OWEN SMITH AND HEIRS OF F. SMITH BY THE SUPERIOR COURT OF MONTEREY COUNTY, STATE OF CALIFORNIA, AS SURVEYED BY D.F. DAVIES IN 1896.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF (1/2) PART OF ALL MINERAL, GAS AND OIL RIGHTS AS RESERVED IN THE DEED FROM MARIE T. SMITH, ET AL TO JOE I. VIOLINI, JR., ET AL RECORDED DECEMBER 6, 1951 IN BOOK 1346, PAGE 26, OFFICIAL RECORDS OF MONTEREY COUNTY.

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PARCEL 4B:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE 1/4 OF SW 1/4) OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 3 EAST, MOUNT DIABLO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A 2" X 3" REDWOOD POST STANDING IN THE FENCE CORNER AT THE CENTER OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 3 EAST, M.D.M.; THENCE RUNNING S. 680 FEET TO A 2" X 3" WHITE PAINTED POST; THENCE NORTH 27° 30' WEST, 777 FEET TO A 4" X 4" FENCE POST, FROM WHICH A WHITE OAK 20" DIAMETER MARKED "S30", BEARS SOUTH 10° WEST, 15 FEET DISTANT; THENCE FOLLOWING FENCE SOUTH 88° 45' EAST, 360 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.8 ACRES OF LAND, MORE OR LESS.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF (1/2) PART OF ALL MINERAL, GAS AND OIL RIGHTS AS RESERVED IN THE DEED FROM MARIE T. SMITH, ET AL TO JOE I. VIOLINI, JR., ET AL RECORDED DECEMBER 6, 1951 IN BOOK 1346, PAGE 26, OFFICIAL RECORDS OF MONTEREY COUNTY.

PARCEL 4C:

A PART OF LOTS 1 AND 2 IN FRACTIONAL SECTION 31, TOWNSHIP 16 SOUTH, RANGE 3 EAST, MOUNT DIABLO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A 2" X 3" REDWOOD POST STANDING IN THE FENCE CORNER AT THE CORNER OF SECTIONS 29, 30, 31 AND 32; TOWNSHIP 16 SOUTH, RANGE 3 EAST, MOUNT DIABLO MERIDIAN; THENCE SOUTH BETWEEN SECTIONS 31 AND 32, 804 FEET TO THE NORTH BOUNDARY OF TULARCITOS RANCHO; THENCE FOLLOWING RANCHO BOUNDARY, SOUTH 88° WEST, 1300 FEET TO A 4" X 4" POST MARKED "B-S"; THENCE LEAVING RANCHO BOUNDARY NORTH 24° WEST, 207 FEET TO STATION; THENCE NORTH 33° 45' WEST, 800 FEET TO A 4" X 4" REDWOOD POST STANDING IN THE FENCE ON THE LINE BETWEEN SECTIONS 30 AND 31; THENCE EAST FOLLOWING SECTION LINE, 1827 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.5 ACRES OF LAND, MORE OR LESS.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF (1/2) PART OF ALL MINERAL, GAS AND OIL RIGHTS AS RESERVED IN THE DEED FROM MARIE T. SMITH, ET AL TO JOE I. VIOLINI, JR., ET AL RECORDED DECEMBER 6, 1951 IN BOOK 1346, PAGE 26, OFFICIAL RECORDS OF MONTEREY COUNTY.

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PARCEL 5:

THE EAST HALF (E 1/2) OF SECTION 16 TOWNSHIP 16 SOUTH, RANGE 3 EAST, M.D.B. AND M., CONTAINING 320 ACRES OF LAND.

EXCEPTING THE FOLLOWING:

(A) BEGINNING AT THE ORIGINAL SECTION CORNER COMMON TO SECTION 9, 10, 15 AND 16 OF TOWNSHIP 16 SOUTH, RANGE 3 EAST, M.D.M., FROM WHICH AN ORIGINAL OAK BEARING TREE, 20 INCHES IN DIAMETER MARKED WITH OLD BLAZE, BEARS N. 10 1/2° W., 27.8 FEET DISTANT AND AN ORIGINAL BAY BEARING TREE, MARKED WITH OLD BLAZE, BEARS S. 23 1/2° E., 18.3 FEET DISTANT; THENCE S. 89° 28' W., ALONG THE SECTION LINE BETWEEN SECTIONS 9 AND 16 FOR A DISTANCE OF 2097.6 FEET TO A 4" X 4" POST MARKED "LH2" FROM WHICH A 4" X 4" POST MARKED "LH1" STANDING AT THE ONE-QUARTER CORNER BETWEEN SAID SECTIONS 9 AND 16 BEARS WEST, 626.1 FEET DISTANT; THENCE LEAVING SAID SECTION LINE AND RUNNING SOUTH, 579.0 FEET TO THE CENTER OF THE COUNTY ROAD LEADING FROM PINE CANYON TO MT. TORO, FROM WHICH A 4" X 4" POST MARKED "LH3" STANDING IN NORTHERLY LINE OF SAID COUNTY ROAD BEARS NORTH, 24.2 FEET DISTANT; THENCE ALONG CENTER LINE OF SAID COUNTY ROAD WITH THE FOLLOWING EIGHT COURSES AND DISTANCES: SOUTH 52° 42' EAST, 38.0 FEET; SOUTH 70° 30' EAST, 85.0 FEET; SOUTH 55° 29' EAST, 100.00 FEET; NORTH 43° 45' EAST, 100.00 FEET; NORTH 11° 30' EAST, 100.0 FEET; NORTH 0° 15' WEST, 100.0 FEET; NORTH 67° 15' EAST, 31.0 FEET; AND SOUTH 84° 15' EAST, 126.3 FEET; THENCE LEAVE CENTER LINE OF SAID COUNTY ROAD AND RUNNING SOUTH 49° EAST, 99.4 FEET TO A WHITE OAK TREE, 12 INCHES IN DIAMETER, MARKED WITH A BLAZE; THENCE SOUTH 49° 45' EAST, 107.9 FEET TO A WHITE OAK TREE, 20 INCHES IN DIAMETER, MARKED WITH A BLAZE; THENCE SOUTH 58° 15' EAST, 72.5 FEET TO A SUCKEY TREE, 10 INCHES IN DIAMETER MARKED WITH A BLAZE; THENCE SOUTH 56° 15' EAST, 94.0 FEET TO A WHITE OAK TREE, 14 INCHES IN DIAMETER MARKED WITH A BLAZE; THENCE SOUTH 61° EAST, 43.5 FEET; THENCE SOUTH 47° 30' EAST, 280.0 FEET; THENCE SOUTH 55° 45' EAST, 132.9 FEET; THENCE SOUTH 35° 30' EAST, 135.5 FEET TO A STAKE IN THE SOUTHERLY SIDE OF THE ABOVE MENTIONED COUNTY ROAD; THENCE ALONG SAID SOUTHERLY SIDE OF COUNTY ROAD WITH THE FOLLOWING TWO COURSES AND DISTANCES; SOUTH 13° 30' EAST, 131.6 FEET TO A STAKE AND SOUTH 44° 15' EAST, 337.1 FEET TO A STAKE; THENCE LEAVE SAID SOUTHERLY SIDE OF COUNTY ROAD AND RUNNING SOUTH 81° 15' EAST, 699.0 FEET TO A 4" X 4" POST IN FENCE ON SECTION LINE BETWEEN SECTIONS 15 AND 16; THENCE ALONG FENCE AND SECTION LINE NORTH 0° 59' WEST, 1534.5 FEET TO THE PLACE OF BEGINNING. CONTAINING A GROSS AREA OF 48.32 ACRES OF LAND. COURSES ALL TRUE, DECLINATION OF THE MAGNETIC NEEDLE BEING 17° 30' EAST.

(B) BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 9 AND 16, TOWNSHIP 16 SOUTH, RANGE 3 EAST, M.D.M.; THENCE EAST 626.1 FEET TO A 4" X 4" POST MARKED LH2 FROM WHICH A LIVE OAK 15" IN DIAMETER BEARS SOUTH 7° EAST, 54 FEET; THENCE SOUTH, AT 554.80 FEET A 4" X 4" POST MARKED LH3, 579.00 FEET TO THE CENTER LINE OF THE COUNTY ROAD LEADING FROM PINE CANYON TO MT. TORO; THENCE ALONG THE CENTER LINE OF THE COUNTY ROAD WITH THE FOLLOWING SIX COURSES AND DISTANCES:

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1ST: NORTH 56° WEST, 62 FEET; THENCE

2ND: NORTH 76° 10' WEST, 100 FEET; THENCE

3RD: NORTH 52° 30' WEST, 100 FEET; THENCE

4TH: NORTH 67° 15' WEST, 90 FEET; THENCE

5TH: NORTH 48° 45' WEST, 100 FEET; THENCE

6TH: NORTH 86° WEST, 233.8 FEET TO THE LINE DIVIDING THE EAST 1/2 AND WEST 1/2 OF SAID SECTION 16; THENCE NORTH ALONG SAID DIVISION LINE, AT 20.3 FEET A 4" X 4" POST MARKED LH4, 342 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 6.21 ACRES, MORE OR LESS.

PARCEL 6:

THE NORTH HALF (N 1/2), AND SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 3 EAST, N. D. B. & M., CONTAINING 480 ACRES OF LAND.

PARCEL 7:

WEST HALF OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 3 EAST, N. D. B. & M., CONTAINING 320 ACRES OF LAND ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF.

PARCEL 8:

A PORTION OF WEST HALF (W 1/2) OF NORTHEAST QUARTER (NE 1/4) AND NORTHWEST QUARTER (NW 1/4) OF SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 3 EAST, N.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 21 AND RUNNING THENCE NORTH ALONG THE CENTER LINE OF SAID SECTION, 40 CHAINS TO THE NORTH LINE OF SAID SECTION 21; THENCE EAST ALONG SAID LAST MENTIONED LINE 13 CHAINS TO A POINT ON THE NORTH BOUNDARY OF SAID SECTION 21, AT THE CENTER OF A CANYON OR WATER COURSE RUNNING FROM SECTION 16 TO SECTION 21, THE SAID POINT BEING ABOUT THE CENTER OF THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21 AND AT A POST MARKED "M33" IN THE NORTH LINE OF SAID SECTION 21, THE SAID POST BEING 27 CHAINS WEST OF THE NORTHEAST CORNER OF SECTION 21; THENCE FOLLOWING THE FENCE RUNNING ALONG THE CENTER OF THE SAID WATER COURSE, IN A SOUTH-WESTERLY DIRECTION TO THE CENTER OF SAID SECTION 21, WITH THE FOLLOWING COURSES AND DISTANCES NAMELY SOUTH 4° 30' WEST, 5.90 CHAINS TO AN OLDER STUMP; THENCE SOUTH 18° 30' WEST, 4.27 CHAINS TO A STAKE MARKED "M35"; THENCE SOUTH 33° 45' WEST, 7.70 CHAINS TO A STAKE MARKED "M36"; THENCE SOUTH 2° 25' EAST, 16.28 CHAINS TO A STAKE MARKED "M36" IN A MOUND OF ROCKS; THENCE SOUTH 27° 30' WEST, 4.32 CHAINS TO A LARGE SYCAMORE TREE; THENCE SOUTH 46° WEST, 8.23 CHAINS TO A LARGE SYCAMORE TREE ON THE CREEK BANK AT ITS INTERSECTION WITH THE NORTH AND SOUTH LINE THROUGH THE CENTER OF SECTION 21; THENCE NORTH ALONG THE LAST MENTIONED LINE 2 CHAINS, MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 40 ACRES, MORE OR LESS.

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PARCEL 9:

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 3 EAST, M.D.B. & M., PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 29 AND 20, TOWNSHIP 16 SOUTH, OF RANGE 3 EAST, M.D.M.; THENCE SOUTH 89 1/2° EAST, 37.73 CHAINS TO THE WEST SIDE OF A ROAD; THENCE ALONG THE WEST SIDE OF SAID ROAD SOUTH 12 3/4° EAST, 3.80 CHAINS TO STATION; THENCE SOUTH 24 1/4° EAST, 1.94 CHAINS TO STATION; THENCE SOUTH 4° EAST, 1.25 CHAINS TO STATION; THENCE SOUTH 11 3/4° WEST, 1.75 CHAINS TO STATION; THENCE SOUTH 30° WEST, 1.39 CHAINS TO STATION; THENCE SOUTH 43° WEST, 2.25 CHAINS TO STATION; THENCE SOUTH 36° WEST, 2.64 CHAINS TO STATION; THENCE LEAVING THE ROAD SOUTH 34 3/4° WEST, 8.80 CHAINS TO STATION; THENCE NORTH 89 1/2° WEST, 30.30 CHAINS TO A STAKE FROM WHICH A WHITE OAK TREE 24 IN. IN DIAMETER BEARS SOUTH 89 1/2° EAST, 1.88 CHAINS DISTANT; THENCE NORTH 29.65 CHAINS TO THE PLACE OF BEGINNING, AND CONTAINING SEVENTY-FIVE (75) ACRES OF LAND.

PARCEL 10:

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO LOS TULARCITOS IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF THAT CERTAIN 659.96 ACRE TRACT OF LAND CONVEYED FROM RUSSELL W. CHATHAM AND PHILIP R. WOOD (ADMINISTRATOR OF THE ESTATE OF ADELINA PIAZZONI GIOVANNARI, DECEASED) TO JOSEPH E. VIOLINI, JR., ET AL BY DEED DATED JUNE 17, 1946 AND RECORDED IN VOLUME 1345 OF OFFICIAL RECORDS AT PAGE 40, RECORDS OF SAID COUNTY, SAID PART BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID 659.96 ACRE TRACT OF LAND, AND RUNNING THENCE ALONG THE SOUTHWESTERLY BOUNDARY THEREOF,

- (1) SOUTH 45° 53' EAST, 530.80 FEET; THENCE
- (2) SOUTH 34° 18' EAST, 5101.80 FEET; THENCE
- (3) SOUTH 7° 44' EAST, 422.40 FEET; THENCE
- (4) SOUTH 28° 21' WEST, 283.30 FEET; THENCE
- (5) SOUTH 75° 30' EAST, 396.0 FEET TO A 1" IRON PIPE SET IN ROCK MOUND; THENCE LEAVE THE SOUTHWESTERLY BOUNDARY OF SAID 659.96 ACRE TRACT OF LAND AND RUNNING,
- (6) NORTH 27° 30' EAST, AT 53.93 FEET A 3/4" IRON PIPE, TOP FLUSH WITH GROUND, SET IN ROCK MOUND, AT 1629.53 FEET A 3/4" IRON PIPE, TOP FLUSH WITH GROUND, SET IN ROCK MOUND, 1714.46 FEET TO A 2" IRON PIPE, TOP FLUSH WITH GROUND, SET IN ROCK MOUND; THENCE

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(7) NORTH 1° 33' EAST, 1199.74 FEET TO A 2" IRON PIPE, TOP FLUSH WITH GROUND, SET IN ROCK MOUND; THENCE

(8) NORTH 5° 53' EAST, AT 355.60 FEET A 3/4" IRON PIPE, TOP FLUSH WITH GROUND, SET IN ROCK MOUND, AT 655.72 FEET A 3/4" IRON PIPE, TOP FLUSH WITH GROUND, SET IN ROCK MOUND, AT 789.82 FEET A 3/4" IRON PIPE, TOP FLUSH WITH GROUND, SET IN ROCK MOUND AT 1265.32 FEET A 3/4" IRON PIPE, TOP FLUSH WITH GROUND, SET IN ROCK MOUND, 1435.48 FEET TO A 2" IRON PIPE, TOP FLUSH WITH GROUND, SET IN ROCK MOUND, FROM WHICH A SPIKE IN BLAZE ON A 12" DIAMETER LIVE OAK TREE BEARS NORTH 51° 26' WEST, 19.86 FEET DISTANT; THENCE

(9) NORTH 24° 20' EAST, AT 490.92 FEET A 3/4" IRON PIPE, TOP FLUSH WITH GROUND, SET IN ROCK MOUND, AT 663.30 FEET A 3/4" IRON PIPE, TOP FLUSH WITH GROUND, SET IN ROCK MOUND, AT 1070.05 FEET A 3/4" IRON PIPE, TOP FLUSH WITH GROUND SET IN ROCK MOUND 1658.93 FEET TO A 2" PIPE, TOP FLUSH WITH GROUND, SET IN ROCK MOUND AND STANDING ON THE NORTHWESTERLY BOUNDARY OF SAID RANCHO LOS TULARCITOS AND ALSO THE NORTHWESTERLY BOUNDARY OF SAID 659.96 ACRE TRACT OF LAND, FROM WHICH A 3" X 3" REDWOOD POST STANDING AT THE NORTHEAST CORNER OF SAID 659.96 ACRE TRACT OF LAND BEARS ALONG SAID RANCHO BOUNDARY NORTH 37° 07 1/4' EAST, 1143.47 FEET DISTANT; THENCE RUNNING ALONG SAID RANCHO BOUNDARY AND ALSO THE NORTHWESTERLY BOUNDARY OF SAID 659.96 ACRE TRACT OF LAND,

(10) SOUTH 37° 07 1/4' WEST, 5258.53 FEET TO THE PLACE OF BEGINNING.

CONTAINING AN AREA OF 329.98 ACRES OF LAND.

PARCEL 11:

ALL THAT PART OF THE RANCHO LOS TULARCITOS, IN MONTEREY COUNTY, STATE OF CALIFORNIA, AND BEING A PART OF THAT CERTAIN 797.33 ACRE TRACT OF LAND DESCRIBED BY DEED OF FELIPE PIAZZONI TO LOUIS PIAZZONI DATED JUNE 25, 1907 AND RECORDED IN VOLUME 99 OF DEEDS AT PAGE 349, IN THE OFFICE OF THE RECORDER OF MONTEREY COUNTY, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A 4" X 4" POST MARKED "F.G.P.I.P., N.E.C." STANDING IN THE EASTERLY BOUNDARY OF THE ABOVE DESCRIBED 797.33 ACRE TRACT OF LAND AND ALSO BEING AT THE MOST NORTHEASTERLY CORNER OF THAT CERTAIN 40 ACRE TRACT OF LAND DESCRIBED IN THE DECREE OF DISTRIBUTION OF THE ESTATE OF LUIGI PIAZZONI TO IRENE PIAZZONI AND FLORENCE PIAZZONI, DATED FEBRUARY 17, 1927 AND RECORDED IN VOLUME 108 OF OFFICIAL RECORDS AT PAGE 370, IN THE OFFICE OF THE RECORDER OF MONTEREY COUNTY, FROM WHICH POST A 36 INCH LIVE OAK TREE BEARS SOUTH 46 1/2° WEST, 77 FEET DISTANT AND A 30 INCH LIVE OAK TREE BEARS NORTH 57° WEST, 35 FEET DISTANT;

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THENCE RUNNING ALONG THE BOUNDARY OF THE ABOVE DESCRIBED 797.33 ACRE TRACT OF LAND NORTH 23° 45' EAST, 155.76 FEET TO STATION F.P. 16; THENCE NORTH 4 3/4° WEST, 270.6 FEET TO A LIVE OAK TREE STANDING AT STATION F.P. 17; THENCE NORTH 5 3/4° WEST, 581.46 FEET TO A WHITE OAK TREE STANDING AT STATION F.P. 18; THENCE NORTH 11 1/2° EAST, 1590.6 FEET TO STATION F.P. 19; THENCE NORTH 11° 15' WEST, 48.18 FEET TO STATION F.P. 20; THENCE NORTH 10 1/4° WEST, 379.50 FEET TO A WHITE OAK TREE STANDING AT STATION F.P. 21; THENCE NORTH 22 1/4° WEST, 297 FEET TO A POINT IN THE NORTHERLY BOUNDARY OF RANCHO LOS TULARCITOS; THENCE ALONG THE SAID RANCHO BOUNDARY SOUTH 86 1/4° WEST, 5623.85 FEET TO A POST MARKED "P" AND "L.P."; THENCE LEAVE THE RANCHO BOUNDARY AND CONTINUING ALONG THE BOUNDARY OF THE ABOVE DESCRIBED 797.33 ACRE TRACT OF LAND SOUTH 7 1/2° EAST, 6534. FEET TO THE SOUTH-WESTERLY CORNER OF THE SAID 797.33 ACRE TRACT OF LAND, SAID CORNER ALSO BEING IN THE NORTHERLY BOUNDARY OF THAT CERTAIN 6,502.22 ACRE TRACT OF LAND DESCRIBED BY DEED OF JULIUS A. TRESCONY, ET AL, TO TERESA JOHNSON DATED DECEMBER 29TH, 1915 AND RECORDED IN VOLUME 144 OF DEEDS, AT PAGE 434, IN THE OFFICE OF THE RECORDER OF MONTEREY COUNTY; THENCE FOLLOWING ALONG THE COMMON BOUNDARY BETWEEN SAID 797.33 ACRE TRACT AND SAID 6,502.22 ACRE TRACT SOUTH 84° 45' EAST, 150 FEET, MORE OR LESS TO 30 INCH WHITE OAK TREE STANDING AT STATION 112 1/2; THENCE SOUTH 84° 27' EAST, 1952.6 FEET TO A 4" X 4" POST MARKED "J.V., F.H." FROM WHICH A 24 INCH LIVE OAK TREE MARKED "BT" BEARS NORTH 15° 05' WEST, 203 FEET DISTANT AND A 30 INCH WHITE OAK TREE MARKED "BT" BEARS NORTH 75° EAST, 257 FEET DISTANT; THENCE LEAVE THE COMMON BOUNDARY OF THE SAID 797.33 ACRE TRACT AND THE 6,502.22 ACRE TRACT AND RUNNING NORTH 13° 26' EAST, 3537.25 FEET TO A WHITE OAK TREE 18 INCHES IN DIAMETER AND MARKED "COR"; THENCE NORTH 55° 51' EAST, 762.7 FEET TO A STAKE FROM WHICH A 12 INCH WHITE OAK TREE MARKED "BT" BEARS NORTH 69° EAST, 83.7 FEET DISTANT, AND A 10 INCH WHITE OAK TREE MARKED "BT" BEARS NORTH 9° WEST, 100 FEET DISTANT; THENCE SOUTH 28° 18' EAST, 307.4 FEET TO A 4" X 4" POST "J.V., F.H." FROM WHICH A 24 INCH WHITE OAK TREE MARKED "BT" BEARS SOUTH 59° WEST, 120 FEET DISTANT; THENCE EAST 954.1 FEET TO A 4" X 4" POST MARKED "F C P, I P, H.W.C." STANDING AT THE NORTHWESTERLY CORNER OF THE ABOVE DESCRIBED 40 ACRE TRACT OF LAND; THENCE CONTINUING EAST ALONG THE NORTHERLY BOUNDARY OF THE SAID 40 ACRE TRACT 1115 FEET TO THE PLACE OF BEGINNING.

CONTAINING AN AREA OF 571.10 ACRES OF LAND, MORE OR LESS.

The following described real property being a portion of that property described above in this Exhibit A shall be and is hereby excluded from this Land Conservation Contract; said real property excluded from this agreement being more particularly described as follows:

Certain real property situate, lying and being in the County of Monterey, State of California, being a part of the northeast quarter (NE $\frac{1}{4}$) of Section 30 in T. 16 S., R. 3 E., M.D.B.&M. particularly described as follows, to-wit:

Beginning at the northwest corner of said northeast quarter (NE $\frac{1}{4}$) of Section 30 and running thence along the north line thereof

(1) S. 89° 06' E., 1285.1 feet more or less to a point in the centerline of the Underwood County Road; thence leave the north line of said northeast quarter (NE $\frac{1}{4}$) of Section 30 and running along the centerline of said Underwood County Road (as now constructed)

(2) S. 37° 10' W., 69.8 feet; thence

(3) S. 29° 05' W., 69.0 feet; thence

(4) S. 23° W., 345.0 feet; thence

(5) S. 49° 05' W., 91.0 feet; thence

(6) S. 84° 40' W., 92.0 feet; thence

(7) S. 62° 30' W., 52.0 feet; thence

(8) S. 7° 10' W., 60.0 feet; thence

(9) S. 10° 35' W., 69.0 feet; thence

(10) S. 34° 05' W., 45.0 feet; thence

(11) S. 74° 15' W., 69.0 feet; thence

(12) N. 59° 50' W., 82.0 feet; thence

(13) S. 83° 35' W., 63.0 feet; thence

(14) S. 52° 55' W., 85.0 feet; thence

(15) S. 84° W., 102.0 feet; thence

(16) S. 69° 40' W., 75.0 feet; thence

(17) S. 59° W., 89.0 feet; thence

(18) S. 29° 30' W., 117.0 feet; thence

(19) S. 66° 35' W., 54.0 feet; thence

(20) S. 86° 35' W., 117.0 feet; thence

(21) S. 65° 25' W., 112.98 feet to a point in the west line of said northeast quarter of Section 30; thence leave said road centerline and running along the west line of said northeast quarter (NE $\frac{1}{4}$) of Section 30

(22) N. 1° 08' E., 1008.4 feet more or less to the place of beginning.

Containing an area of 19.50 acres of land.

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.

12. Removal of natural materials.

"END OF DOCUMENT"