

# Attachment D

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FEB 27 9 38 AM '75

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA **NO FEE**

REEL 962 PAGE 92  
LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 19<sup>th</sup> day of February 1975, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Lois A. Bell 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. 75-19) heretofore established by County by Resolution No. 75-28-19; 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

G 06149

February, 1975, 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 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

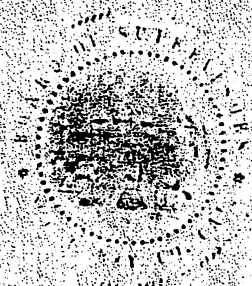
All notices required or permitted by this contract shall be given in writing and may be mailed or delivered in person. If mailed the address of Owner shall be the last known address on the assessment records of County, and County's address shall be In Care of Board of Supervisors, Courthouse, Salinas,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

12. COSTS OF LITIGATION

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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 19, 1975 and by County on February 25, 1975

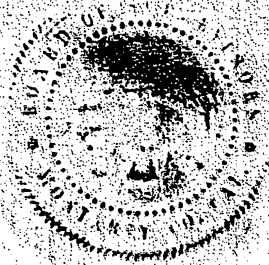


COUNTY OF MONTEREY

By [Signature]  
Chairman, Board of Supervisors

STATE OF CALIFORNIA )  
COUNTY OF MONTEREY ) ss

On this 25th day of February, 1975, 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 ROGER W. POYNER, 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]  
LOIS A. BELL  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Owner

On this 19th day of February, 1975, before me  
Gerald A. Fitzgibbons, A Notary Public in and for  
the County of Monterey, State of California,  
residing therein, duly commissioned and sworn, personally appeared  
Lois A. Bell

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

Gerald A. Fitzgibbons  
Notary Public in and for the \_\_\_\_\_ County of Monterey  
State of California.

My Commission Expires March 11, 1977

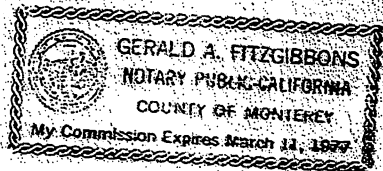




EXHIBIT "A"

REEL 962 PAGE 98

THE NORTHWEST QUARTER, AND THE SOUTHEAST QUARTER, AND THE EAST ONE-HALF OF THE SOUTHWEST QUARTER, AND THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 22; AND THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 23; AND THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF SECTION 26; ALL IN TOWNSHIP 18 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

(A) ALL OF THE SOUTHEAST  $1/4$  OF THE SOUTHWEST  $1/4$  OF SAID SECTION 23 LYING NORTHERLY AND EASTERLY OF THE PAVED COUNTY ROAD KNOWN AS JAMES BURG ARROYO SECO AS IT NOW EXISTS, EXCEPTING THE NORTH 100 FEET OF THE WEST 400 FEET,

(B) THE EAST 200 FEET OF THE SOUTHWEST  $1/4$  OF THE SOUTHWEST  $1/4$  OF SAID SECTION 23 LYING NORTHERLY AND EASTERLY OF THE PAVED ROAD KNOWN AS JAMES BURG ARROYO SECO AS IT NOW EXISTS, EXCEPT THE NORTHERLY 100 FEET.

(C) THAT PORTION OF THE NORTHEAST  $1/4$  OF THE NORTHEAST  $1/4$  OF SAID SECTION 26 LYING NORTHERLY AND EASTERLY OF THE PAVED COUNTY ROAD KNOWN AS JAMES BURG ARROYO SECO AS IT NOW EXISTS.

(D) THAT PORTION DESCRIBED IN THAT DEED TO THE COUNTY OF MONTEREY, RECORDED DECEMBER 21, 1972 IN REEL 817, PAGE 257, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

EXHIBIT "B"

DEEL 362 PAGE 56

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.

RESOLUTION NO. 75-53 FEB 17 9 38 AM '75

Establishing an Agricultural Preserve with Uniform Rules Including Compatible Uses. . . )

OFFICE OF RECORDER COUNTY OF MONTEREY SALINAS, CALIFORNIA

WHEREAS, the County of Monterey has been requested to establish the herein agricultural preserve; and

WHEREAS, the County of Monterey is authorized to establish agricultural preserves pursuant to the California Land Conservation Act of 1965; and

WHEREAS, the procedural requirements to establish an agricultural preserve as required by the Act have been followed; and

WHEREAS, the land to be included within the agricultural preserve is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses; and

WHEREAS, no land is within one mile of any city in the County of Monterey at the time this preserve is created; and

WHEREAS, the following uniform rules shall apply within this preserve:

Compatible uses for land to be included within the agricultural preserve are found to be those set out in Exhibit "B" attached hereto, and made a part hereof.

Grounds for cancellation are those set out in the Land Conservation Act and no other.

NOW, THEREFORE, BE IT RESOLVED, that the following real property located in the County of Monterey, State of California, being within Monterey County Assessor's Parcel Number(s) 601-497-00 and 601-498-01

and being more particularly described in Exhibit "A" attached hereto and made a part hereof, is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the Land Conservation Act of 1965 and shall be known as and referred to as Agricultural Preserve No. 75-19

On motion of Supervisor Norris, seconded by Supervisor Petrovic, the foregoing resolution is adopted this 4th day of February, 1975, by the following vote:

AYES: Supervisors Church, Norris, Petrovic, Poyner, COUNTY OF MONTEREY, STATE OF CALIFORNIA } NOES: None. ABSENT: None. & Bolman.

I, ERNEST A. MAGGINI, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a full, true and correct copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page 31 of Minute Book 31, on the 4th day of February, 1975, and now remaining of record in my office.

Witness my hand and the seal of said Board of Supervisors this 4th day of February, 1975

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

By [Signature] Deputy.



THE NORTHWEST QUARTER, AND THE SOUTHEAST QUARTER, AND THE EAST ONE-HALF OF THE SOUTHWEST QUARTER, AND THE WEST ONE-HALF ON THE NORTHEAST QUARTER OF SECTION 22; AND THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 23; AND THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF SECTION 26; ALL IN TOWNSHIP 18 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

- (A) ALL OF THE SOUTHEAST 1/4 OF THE SOUTH 1/4 OF SAID SECTION 23 LYING NORTHERLY AND EASTERLY OF THE PAVED COUNTY ROAD KNOWN AS JAMES BURG ARROYO SECO AS IT NOW EXISTS, EXCEPTING THE NORTH 100 FEET OF THE WEST 400 FEET,
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## EXHIBIT "B"

LAND CONSERVATION AGREEMENTCOMPATIBLE USES

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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**

# EXHIBIT B

Recording Requested by and  
When Recorded, Mail To:  
Monterey County Planning and  
Building Inspection Department  
2620 First Avenue  
Marina, CA 93933

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Space above for Recorder's Use

File No: PLN030294  
Project Title: BOEKENOOGEN  
Resolution No:  
Applicant Name: BOEKENOOGEN PARTNERS  
Planner: DAVID LUTES  
Parcel Number: 418-301-026-000

## NOTICE OF WILLIAMSON ACT RESTRICTIONS ON RESIDENTIAL DEVELOPMENT

1. Owner(s) is/are the record owner(s) of the real property described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the subject property; and
2. The subject property is presently encumbered by a Land Conservation Contract executed on February 25, 1975 (aka Williamson Act Contract) pursuant to the California Land Conservation Act of 1965 (California Government Code section 51200, *et seq.*); and
3. The terms of the Land Conservation Contract encumbering the subject property apply to any successor in interest to the subject property; and
4. Pursuant to the Land Conservation Contract encumbering the subject property, any residential development must be incidental to an existing agricultural use of the land; and
5. Any persons contemplating a residential use of the subject property are encouraged to review the terms of the Land Conservation Contract encumbering the subject property and consult with the County of Monterey; and
6. The relevance of this notice shall cease following cancellation, termination or, expiration following Notice of Non-Renewal by either Party and the applicable expiration term of the Land Conservation Contract or any new or amended Land Conservation Contract as applicable to the subject property.

Negotiated document prepared by Horan et al.

**IN WITNESS WHEREOF, BOEKENOOGEN PARTNERS acknowledges this notice on the day and year set out opposite their respective signatures.**

**Dated:** \_\_\_\_\_ **Signed:** \_\_\_\_\_  
**John Boekenoogen, Manager**  
**Boekenoogen Partners**

**STATE OF CALIFORNIA    )**  
**COUNTY OF MONTEREY    )**

**On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 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.**

**WITNESS my hand and official seal.**

**Signature \_\_\_\_\_**  
**(Seal)**

(This page for County use only)

STATE OF CALIFORNIA )  
COUNTY OF MONTEREY )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

COUNTY OF MONTEREY

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Scott Hennessey  
Director of Land Use Programs

APPROVED AS TO FORM:  
Charles McKee, County Counsel

By \_\_\_\_\_  
Deputy County Counsel



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REC. COUNTY OF MONTEREY

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EXHIBIT C

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

REEL 962 PAGE 92  
LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of  
February 1975, by and between the COUNTY OF  
MONTEREY, a political subdivision of the State of California,  
hereinafter called "County" and Lois A. Bell  
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. 75-19) heretofore established by County by Resolution  
No. 75-28-19; 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 (commenc-  
ing 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

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

3. TERM OF CONTRACT

This contract shall become effective on the 28th day of

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February, 1975, 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

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#### 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.

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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

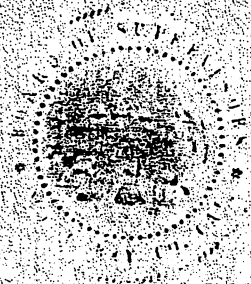
All notices required or permitted by this contract shall be given in writing and may be mailed or delivered in person. If mailed the address of Owner shall be the last known address on the assessment records of County, and County's address shall be in Care of Board of Supervisors, Courthouse, Salinas,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

12. COSTS OF LITIGATION

REEL 962 PAGE 96

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 19, 1975 and by County on February 25, 1975

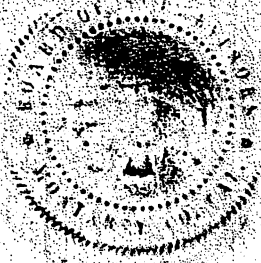


COUNTY OF MONTEREY

By [Signature]  
Chairman, Board of Supervisors

STATE OF CALIFORNIA } ss  
COUNTY OF MONTEREY }

On this 25th day of February, 1975, 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 ROGER W. POYNER, 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]

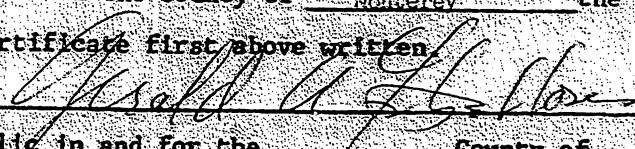
LOIS A. BELL

Owner

On this 19th day of February, 1975, before me  
Gerald A. Fitzgibbons, A Notary Public in and for  
the County of Monterey, State of California,  
residing therein, duly commissioned and sworn, personally appeared  
Lois A. Bell

known to me to be the person whose name is subscribed to the  
within instrument and acknowledged to me that s/he 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.

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

My Commission Expires March 11, 1977

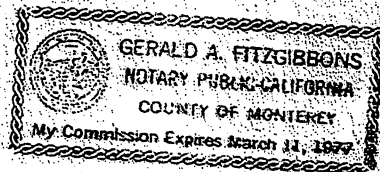


EXHIBIT "A"

REEL 962 PAGE 98

THE NORTHWEST QUARTER, AND THE SOUTHEAST QUARTER, AND THE EAST ONE-HALF OF THE SOUTHWEST QUARTER, AND THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 23; AND THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 23; AND THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF SECTION 26; ALL IN TOWNSHIP 18 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

(A) ALL OF THE SOUTHEAST 1/4 OF THE SOUTH 1/4 OF SAID SECTION 23 LYING NORTHERLY AND EASTERLY OF THE PAVED COUNTY ROAD KNOWN AS JAMES BURG ARROYO SECO AS IT NOW EXISTS, EXCEPTING THE NORTH 100 FEET OF THE WEST 400 FEET, *ent 700*

(B) THE EAST 200 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23 LYING NORTHERLY AND EASTERLY OF THE PAVED ROAD KNOWN AS JAMES BURG ARROYO SECO AS IT NOW EXISTS, EXCEPT THE NORTHERLY 100 FEET.

(C) THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26 LYING NORTHERLY AND EASTERLY OF THE PAVED COUNTY ROAD KNOWN AS JAMES BURG ARROYO SECO AS IT NOW EXISTS.

(D) THAT PORTION DESCRIBED IN THAT DEED TO THE COUNTY OF MONTEREY, RECORDED DECEMBER 21, 1972 IN REEL 817, PAGE 257, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

# EXHIBIT "B"

REEL 362 PAGE 99

## 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.



RESOLUTION NO. 75-53 FEB 17 9 58 AM '75

Establishing an Agricultural )  
Preserve with Uniform Rules )  
Including Compatible Uses. . . )

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

WHEREAS, the County of Monterey has been requested to establish the herein agricultural preserve; and

WHEREAS, the County of Monterey is authorized to establish agricultural preserves pursuant to the California Land Conservation Act of 1965; and

WHEREAS, the procedural requirements to establish an agricultural preserve as required by the Act have been followed; and

WHEREAS, the land to be included within the agricultural preserve is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses; and

WHEREAS, no land is within one mile of any city in the County of Monterey at the time this preserve is created; and

WHEREAS, the following uniform rules shall apply within this preserve:

Compatible uses for land to be included within the agricultural preserve are found to be those set out in Exhibit "B" attached hereto, and made a part hereof.

Grounds for cancellation are those set out in the Land Conservation Act and no other.

NOW, THEREFORE, BE IT RESOLVED, that the following real property located in the County of Monterey, State of California, being within Monterey County Assessor's Parcel Number(s) 601-497-00 and 601-498-01

and being more particularly described in Exhibit "A" attached hereto and made a part hereof, is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the Land Conservation Act of 1965 and shall be known as and referred to as Agricultural Preserve No. 75-19.

On motion of Supervisor Norris, seconded by Supervisor Petrovic, the foregoing resolution is adopted this 4th day of February, 1975, by the following vote:

AYES: Supervisors Church, Norris, Petrovic, Poyner, & Bolman.  
COUNTY OF MONTEREY. } NOES: None.  
STATE OF CALIFORNIA. } ABSENT: None.

I, ERNEST A. MAGGINI, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a full, true and correct copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page 31 of Minute Book 31, on the 4th day of February, 1975, and now remaining of record in my office.

Witness my hand and the seal of said Board of Supervisors this 4th day of February, 1975.

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

By J. Lubinski  
Deputy.



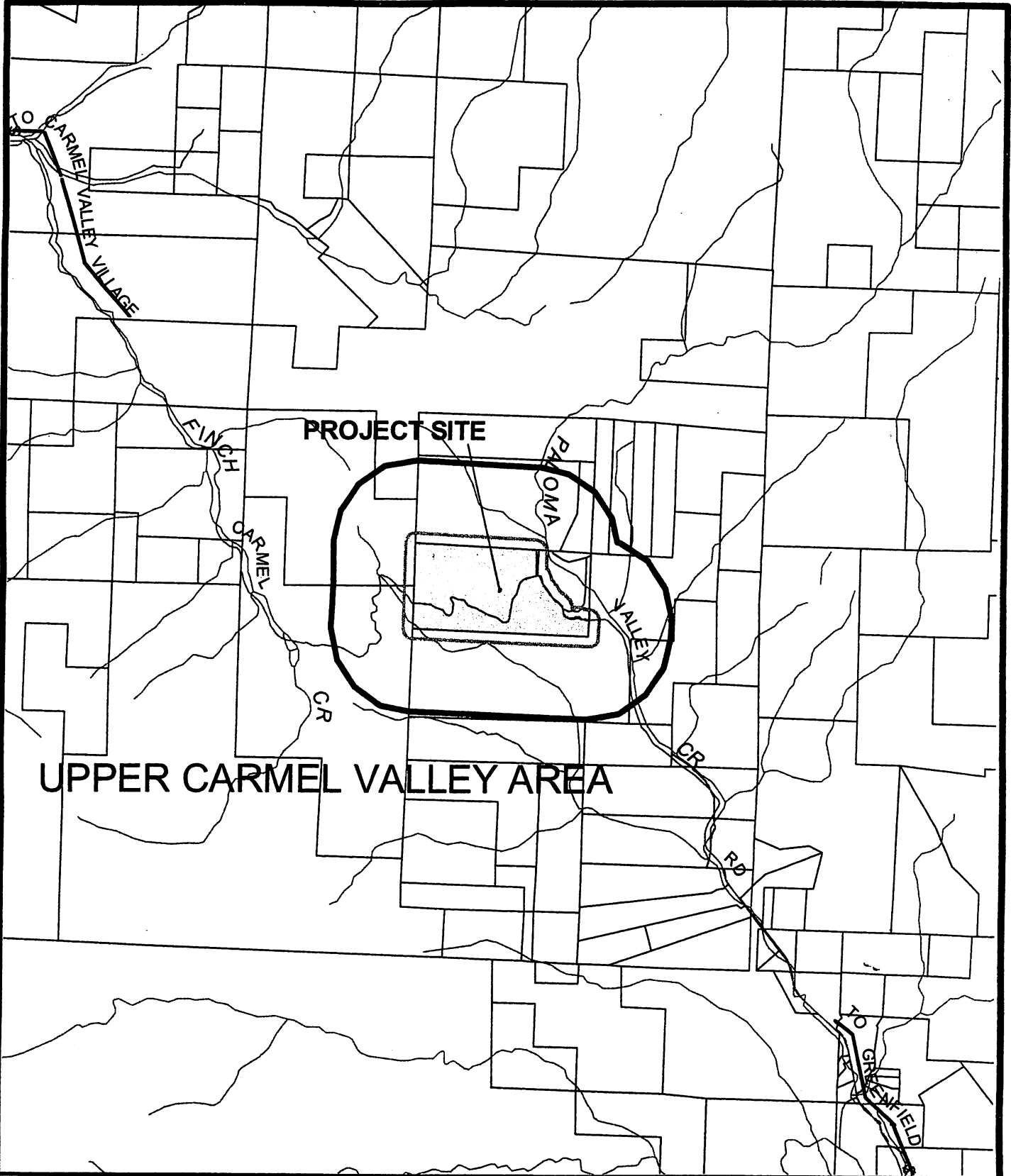
LAND CONSERVATION AGREEMENTCOMPATIBLE USES

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**

# EXHIBIT D



APPLICANT: BELL

APN: 418-301-026-000

FILE# PLN 0430590

 300' Limit

 2500 Limit

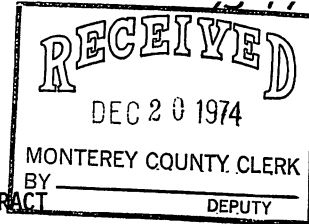


0 4000  
Feet



PLANNER: LUTES





APPLICATION FOR ESTABLISHMENT OF AN AGRICULTURAL  
PRESERVE AND APPLICATION FOR LAND CONSERVATION CONTRACT

1. APPLICANT LOIS A. BELL  
Name (Please Print or Type)

STAR ROUTE BOX 80  
Number Street

CARMEL VALLEY, CALIFORNIA 93924  
City State

(The above address will be used for all correspondence)

Telephone Number: (408) 659-3518

2. LOCATION of the property: EAST and WEST side of JAMESBURG-ARROYO SECO ROAD  
North/South/East/West Street or Road

~~X~~/between CORRAL VIEJO CANYON and LITTLE SAND CREEK  
Street or Road Street or Road

3. ASSESSOR'S PARCEL NUMBER(S):  
601-497-00  
601-498-01

TOTAL ACREAGE: 750

4. PRESENT USE OF PROPERTY (Please check all applicable uses)
- Agriculture:  Orchard  Row Crop  Hay Land  Grazing Land
  - Drying, Packing, Processing or Agricultural Commodity
  - Holding of nonproducing 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
  - Pistol and Rifle Ranges
  - Riding and Hiking Trails
  - Riding Academy
  - Other (describe) \_\_\_\_\_



The Lois A. Bell application for an Agricultural Preserve Land Conservation Contract to the Monterey County Board of Supervisors

A LEGAL DESCRIPTION OF THE SUBJECT PARCELS

Parcel No. 601-497-00, Tax code area 60-016 - 480 acres

Northwest one quarter ( $NW\frac{1}{4}$ ), Southeast one quarter ( $SE\frac{1}{4}$ ), East one half ( $E\frac{1}{2}$ ) of the Southwest one quarter ( $SW\frac{1}{4}$ ) and the West one half ( $W\frac{1}{2}$ ) of the Northeast one quarter ( $NE\frac{1}{4}$ ), Section 22, Township 18 South, Range 4 East, Mount Diablo Base and Meridian.

Parcel No. 601-498-01, Tax code area 60-016 - 270 acres

South one half ( $S\frac{1}{2}$ ) of the South one half ( $S\frac{1}{2}$ ), Exc. Subs. A and B, Section 23, North one half ( $N\frac{1}{2}$ ) of the North one half ( $N\frac{1}{2}$ ), Exc. Sub. A, Section 26, Township 18 South, Range 4 East, Mount Diablo Base and Meridian.

3 YEAR HISTORY OF RENTAL INCOME & TAX EXPENSE FOR THE SUBJECT 750 ACRES

Income - Cattle operation	1971	\$ 2,750.91
	1972	3,900.90
	1973	<u>9,339.76</u>
		\$15,991.57
Expense (Labor, repairs, feed, machine hire, supplies, Vet. medicine, taxes, insurance, utilities, brand inspections, Etc.)	1971	\$ 3,750.00
	1972	6,065.52
	1973	6,962.95

Dated: 19 December 1974 at Salinas, California



# Lot Book Guarantee Title Insurance and Trust Company

a corporation, herein called the Company, guarantees

Liability \$100.00

Lois A. Bell  
Sax Route Box 80  
Carmel Valley, California 93924

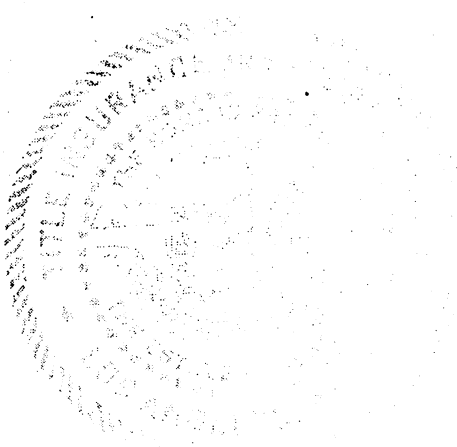
Fee \$ 15.00  
Your  
Ref. Bell, Lois A.

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

### LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated: December 19, 1974 @ 7:30 A.M.



Title Insurance and Trust Company

by [Signature] PRESIDENT

Attest: [Signature] SECRETARY



SCHEDULE A

LOT BOOK GUARANTEE

No. S-126532-11

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

A. The last recorded instrument purporting to transfer title to said real property is:

Doc. recorded In favor of	Doc. No.	in Book	Page
------------------------------	----------	---------	------

See Exhibit "A" attached.

B. There are no mortgages or deeds of trust which purport to affect said real property other than those shown below under Exceptions or additional matters (as requested).

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

1. A Deed of Trust in the amount of: \$21,000.00  
 Trustor **Lois A. Bell**  
 Trustee **Title Insurance and Trust Company, a California Corporation**  
 Beneficiary **Barnet J. Segal**  
 Recorded **November 1, 1971** Instrument No. **G 35016** ~~Book~~ **Reel 733** Page **491**
2. A Deed of Trust in the amount of: **None**  
 Trustor  
 Trustee  
 Beneficiary  
 Recorded Instrument No. Book Page

Additional matters (as requested): **None**

DESCRIPTION: See Exhibit "B" attached.

Exhibit "A"

1. Document Recorded February 19, 1958 in Instrument No. 5073, Book 1849, Page 589, In favor of Lois A. Bell.
2. Document Recorded July 6, 1965 in Instrument No. 78761, Reel 413, Page 562, In favor of Lois A. Bell
3. Document REcorded July 31, 1970 in Instrument No. 17662, Reel 660, Page 361, In favor of Lois A. Bell.
4. Document Recorded November 1, 1971 in Instrument No. 35010, Reel 733, Page 483, In favor of Lois A. Bell.
5. Document Recorded NOvember 1, 1971 in Instrument No. 35011, Reel 733, Page 484, In favor of Lois A. Bell.
6. Document Recorded November 1, 1971 in Instrument No. 35013, Reel 733, Page 487, In favor of Lois A. Bell.

EXHIBIT "B"

THE NORTHWEST QUARTER, AND THE SOUTHEAST QUARTER, AND THE EAST ONE-HALF OF THE SOUTHWEST QUARTER, AND THE WEST ONE-HALF ON THE NORTHEAST QUARTER OF SECTION 22; AND THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 23; AND THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF SECTION 26; ALL IN TOWNSHIP 18 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

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- (B) THE EAST 200 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 23 LYING NORTHERLY AND EASTERLY OF THE PAVED ROAD KNOWN AS JAMES BURG ARROYO SECO AS IT NOW EXISTS, EXCEPT THE NORTHERLY 100 FEET.
- (C) THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26 LYING NORTHERLY AND EASTERLY OF THE PAVED COUNTY KNOWN AS JAMES BURG ARROYO SECO AS IT NOW EXISTS.
- (D) THAT PORTION DESCRIBED IN THAT DEED TO THE COUNTY OF MONTEREY, RECORDED DECEMBER 21, 1972 IN REEL 817, PAGE 257, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA.

