

Attachment K
“Agreement Regarding Agricultural
Conservation Easement”
dated June 24, 1997 between
the Department of Conservation,
the County and Charles F. Nichols

Charles F. & Judith A. Nichols TRS
(Yanks Air Museum)
PLN120376

AGREEMENT REGARDING
AGRICULTURAL CONSERVATION EASEMENT

This Agreement is made and entered into as of June 24, 1997, between the State of California, by and through the RESOURCES AGENCY, DEPARTMENT OF CONSERVATION ("Department"), the COUNTY OF MONTEREY ("County"), and CHARLES F. NICHOLS ("Nichols").

RECITALS

A. On February 19, 1971 Land Conservation Contract # 71-41 ("Contract") was executed by the County pursuant to the California Land Conservation Act of 1965 ("Williamson Act").

B. On August 16, 1988, the lands subject to the Contract were purchased by Nichols.

C. On February 28, 1994 the County executed an amendment to said Contract, adjusting the boundary by excluding 100 acres and including another 414.5 acres within said Contract ("Amendment").

D. The 100 acres excluded in the Amendment is the site of the proposed Yanks Air Museum currently being processed as Monterey County, application number SH-94002 ("Project").

E. The Department interpreted the Amendment as having the effect of cancelling the Contract, as to the 100 acres, and claims money is due as payment of a cancellation fee pursuant to Government Code Section 51283.

F. On July 5, 1996, acting pursuant to Government Code Sections 16144 and 16146, the Department notified the County that one-half of the County's Fiscal Year 1995-1996 Open Space Subvention of \$930,333.00 was being withheld pending resolution of the issues regarding the Amendment.

G. In entering into the Amendment, both the County and Nichols believed themselves to be acting in good faith and in accordance with applicable laws.

H. Neither the County nor Nichols concede that the State's interpretation of the Amendment is correct. Nevertheless, in the interest of resolving this matter, the County and Nichols agree to this Agreement.

Therefore, in consideration of the mutual agreements herein set forth, the receipt and sufficiency of which is hereby acknowledged, the parties hereby do agree as follows.

1. In the event that the Yanks Air Museum project receives final approval by Monterey County Nichols will place 306 acres of land, described as Parcels 1 and 2 in Attachment A to this document, under an Agricultural Conservation Easement as set forth in Public Resources Code Section 10200, et seq. within one hundred eighty (180) days of satisfying the conditions of approval and obtaining a building permit for the Project. The "Agricultural Conservation Easement" shall be between the County as grantee and Nichols as grantor. The specific language of the Easement shall be mutually agreed upon by all parties to this Agreement, provided that such assent shall not be unreasonably

withheld. The County shall by Resolution approve and accept the dedication of the Agricultural Conservation Easement. The County shall furthermore to the extent legally possible, maintain land use policies which support the long-term agricultural viability of the 306 acres during the term of the Agricultural Land Conservation Easement.

2. In the event that the Yanks Air Museum project is not developed, the County and Nichols agree to rescind the Amendment thereby reinstating the Contract property description including the 100 acres and excluding the 414.5 acres as it existed prior to February 28, 1994.

3. The Department is aware that the County intends to seek an agreement with the City of Greenfield which would defer any annexation of the Project site until tax revenues foregone under the Contract, as formerly applicable to the Project site, are recovered by the County. Should the County execute such an agreement with the City of Greenfield, it shall also include an agreement that the City shall not seek to annex the 306 acres described in this Paragraph 1 during the term of the easement described in Paragraph 1. In the event that no such agreement is executed between the County and the City of Greenfield, and in the event that the City of Greenfield proposes to annex the 306 acres during the term of the easement, to the extent otherwise allowed by law, all County representatives on the Monterey County Local Agency Formation Commission shall presume that annexation of the 306 acres is not necessary to promote the planned, orderly, efficient development of the area as provided in Government Code section 56377. Regardless of whether the County enters into an agreement with the City of Greenfield as discussed in this paragraph, the Department shall be notified by the County of any annexation proposals for the 306 acres during the term of the easement at least 30 days prior to any hearing by the Monterey County Local Agency Formation Commission to consider such an annexation.

4. The County agrees that removal of land from a Williamson Act contract through a simple contract amendment may be inconsistent with the Williamson Act. County agrees to refrain from future contract amendments which have the effect of removing land from contractual restrictions without recourse to applicable statutory provisions for nonrenewal as provided in Government Code Section 51245, cancellation as provided in Government Code Section 51290 et seq., public acquisition as provided in Government Code Section 51290 et seq., or other explicit authorization for termination of contractual restrictions which may be subsequently enacted by the State of California.

5. The County waives any other argument, challenge, objection or claim regarding its Fiscal Year 1995-1996 Open Space Subvention.

6. The Department waives any other argument, challenge, objection or claim against County and/or Nichols regarding the Amendment.

7. The Department will immediately authorize the State Controller to release the \$465,166.50 withheld from the County's Fiscal Year 1995-1996 Open Space Subvention. However, should either the County or Nichols fail to comply with paragraphs 1-4 of this Agreement, an equal amount may be withheld from the County's Open Space Subvention in a subsequent year.

8. The undersigned assert, and the Parties mutually rely upon, the authority of the undersigned to negotiate on behalf of and bind the Parties to the terms of this Agreement.

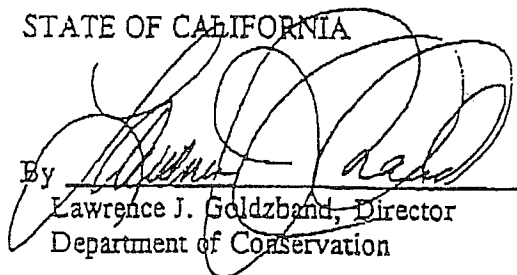
9. This Settlement Agreement contains the entire agreement between the parties, and all previous statements of understandings, whether express or implied, oral or written, relating to the subject

matter of this Agreement are superseded by this Agreement. This Agreement may not be modified or amended except by written agreement signed by the parties.

AGREED TO AND ACCEPTED:

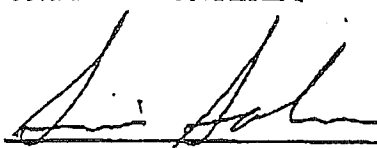
DATE: June 18, 1997

STATE OF CALIFORNIA

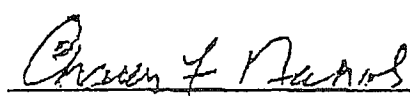
By 
Lawrence J. Goldzband, Director
Department of Conservation


DATE: June 24, 1997

COUNTY OF MONTEREY

By 
Simon Salinas, Chair
Board of Supervisors

DATE: 6-19-97


CHARLES F. NICHOLS

APPROVED AS TO FORM

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

LEGAL DESCRIPTION - AGRICULTURAL EASEMENTS

PARCEL 1:

CERTAIN REAL PROPERTY SITUATED IN THE RANCHO ARROYO SECO, MONTEREY COUNTY, CALIFORNIA, BEING A PORTION OF LOT 21 AS SHOWN ON THE "MAP OF SURVEY OF THE NORTHERN HALF OF ARROYO SECO RANCHO", FILED IN VOLUME 1 OF SURVEYS AT PAGE 93, RECORDS OF SAID COUNTY, BEING ALSO A PART OF THAT CERTAIN 447.27 ACRE TRACT OF LAND DESCRIBED IN DEED FROM W.G. HUDSON, ET AL, TO WILLIAM HANSEN, ETUX, DATED NOVEMBER 30, 1934 AND RECORDED IN VOLUME 417 OFFICIAL RECORD AT PAGE 411, RECORDS OF SAID COUNTY, SAID PART BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE NORTH 1/2 OF THE RANCHO ARROYO SECO, SAID LINE ALSO BEING THE SOUTHEASTERLY LINE OF SAID LOT 21, DISTANT THEREON SOUTH $63^{\circ} 04' 13''$ WEST 3850.81 FEET FROM EASTERLY TERMINUS THEREOF, SAID TERMINUS BEING THE EASTERLY MOST CORNER OF SAID LOT 21: THENCE;

1. NORTH $42^{\circ} 38' 00''$ WEST 4324.53 FEET TO A POINT WHICH IS 40.00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID LOT 21, THENCE, PARALLEL TO AND DISTANT 40.00 FEET FROM SAID LAST MENTIONED NORTHWESTERLY LINE
2. NORTH $54^{\circ} 46' 47''$ EAST 1726.18 FEET, THENCE PERPENDICULAR TO.
3. NORTH $35^{\circ} 13' 13''$ WEST 30.00 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 119.05 FEET AND AN INITIAL TANGENT BEARING OF NORTH $54^{\circ} 46' 47''$ EAST, THENCE, SAID CURVE BEING ON THE

NORTHERLY

BOUNDARY OF PARCEL A AS SHOWN IN VOLUME 10 RECORDS OF SURVEYS AT PAGE 15, RECORDS OF SAID COUNTY; THENCE, ALONG SAID NORTHERLY AND NORTHEASTERLY BOUNDARY OF SAID PARCEL A THE FOLLOWING SEVEN COURSES

4. EASTERLY THROUGH A CENTRAL ANGLE OF $66^{\circ} 24' 57''$ AN ARC DISTANCE OF 132.66 FEET, THENCE, TANGENT TO SAID CURVE,
5. SOUTH $58^{\circ} 28' 56''$ EAST 1215.82 FEET, THENCE,
6. SOUTH $70^{\circ} 13' 36''$ EAST 602.05 FEET, THENCE,
7. SOUTH $81^{\circ} 58' 36''$ EAST 1199.68 FEET, THENCE,
8. SOUTH $69^{\circ} 10' 16''$ EAST 297.18 FEET, THENCE,
9. SOUTH $52^{\circ} 25' 16''$ EAST 604.52 FEET, THENCE,
10. SOUTH $58^{\circ} 07' 53''$ EAST 100.44 FEET, THENCE, LEAVING SAID BOUNDARY OF PARCEL A AND CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID LOT 21,
11. SOUTH $52^{\circ} 25' 16''$ EAST 1521.03 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 21; THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 21,
12. SOUTH $63^{\circ} 04' 13''$ WEST 3850.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 300.00 ACRES

PARCEL 2:

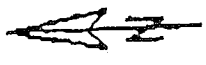
CERTAIN REAL PROPERTY SITUATED IN THE RANCHO ARROYO SECO, MONTEREY COUNTY, CALIFORNIA, BEING A PART OF LOTS 20 AND 21 AS SHOWN ON "MAP OF SURVEY OF THE NORTHERN HALF OF ARROYO SECO RANCHO", FILED IN VOLUME 1 OF SURVEYS AT PAGE 95, RECORDS OF SAID COUNTY, BEING ALSO A PART OF THAT CERTAIN 447.27 ACRE TRACT OF LAND DESCRIBED IN DEED FROM W.G. HUDSON, ET AL. TO WILLIAM HANSEN, ETUX, DATED NOVEMBER 30, 1934 AND RECORDED IN VOLUME 417 OFFICIAL RECORD AT PAGE 411, RECORDS OF SAID COUNTY, SAID PART BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF PARCEL A AS SHOWN ON THAT CERTAIN MAP RECORDED IN VOLUME 10 RECORD OF SURVEYS AT PAGE 15, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE NORTHERLY MOST TERMINUS OF THAT CERTAIN COURSE RECITED AS NORTH 54° 47' 24" EAST 680.19 FEET; THENCE,

1. SOUTH 35° 13' 13" EAST 30.00 FEET, THENCE PARALLEL TO AND DISTANT 40.00 FEET, SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID LOT 21,
2. SOUTH 54° 46' 47" EAST 1736.18 FEET, THENCE,
3. NORTH 42° 38' 00" WEST 311.12 FEET TO A POINT IN THE NORTHERLY LINE OF AFORE MENTIONED PARCEL A; THENCE, ALONG SAID NORTHERLY LINE,
4. NORTH 59° 32' 32" EAST 671.83 FEET, THENCE,
5. NORTH 82° 54' 03" EAST 472.38 FEET, THENCE,
6. NORTH 54° 47' 24" EAST 680.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.99 ACRES

TOTAL DEDICATION = 305.99 AC



SCALE: 1"=800'

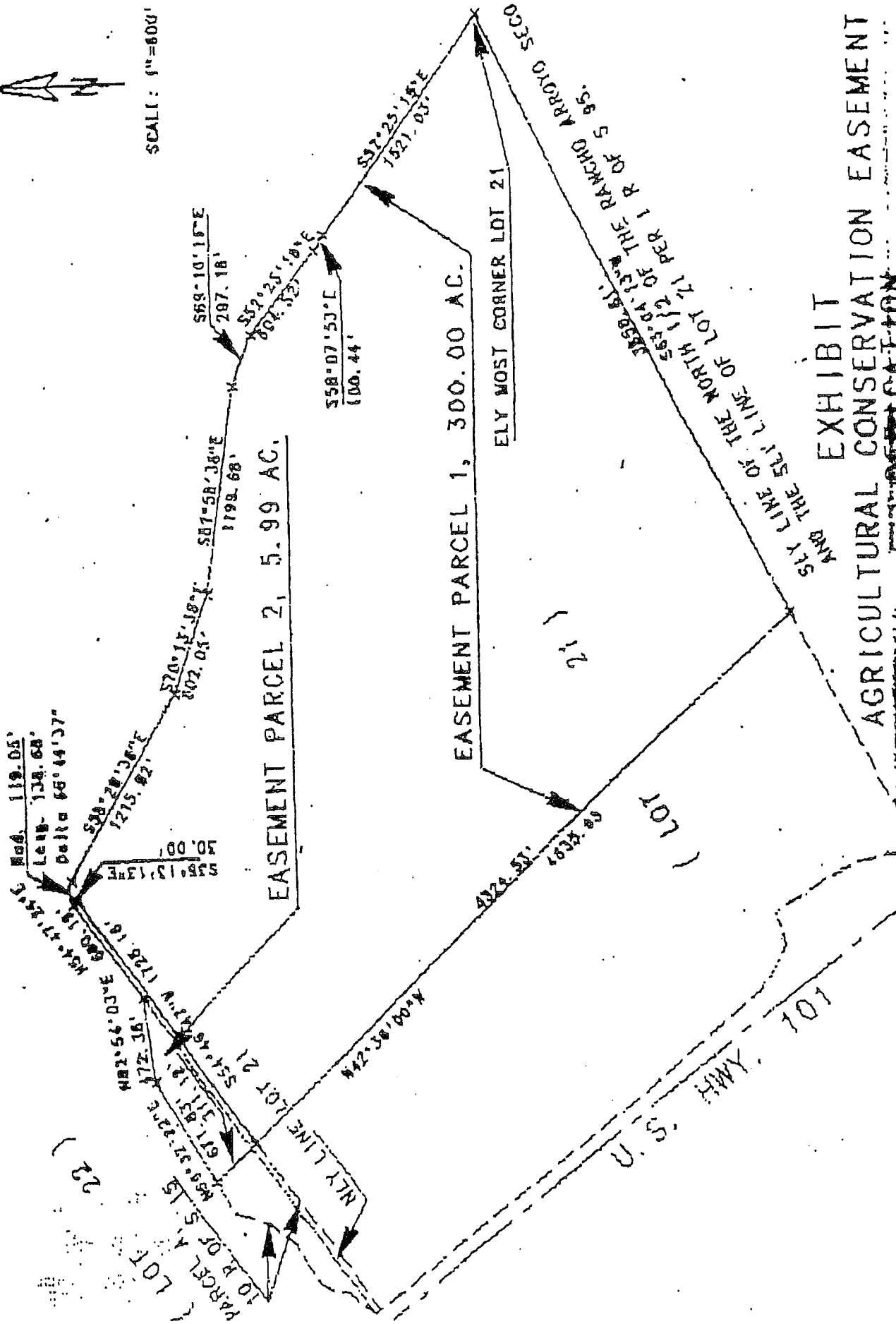


EXHIBIT
 AGRICULTURAL CONSERVATION EASEMENT
 DEDICATION

BEING A PORTION OF LOIS 20 AND 21 OF THE NORTH 1/2 OF THE
 RANCHO ARROYO SECO PER VOLUME 1 OF SURVEYS AT PAGE 95
 FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF
 MONTREY, STATE OF CALIFORNIA

PREPARED FOR: YANKS AIR MUSEUM
 MIKE WHELAN
 (818) 962 1065
 PREPARED BY: G. POWERS CONSULTING