Exhibit C

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RECORDED AT REQUEST OF

William H. Stoffers

FEB 28 3 40 PM '69

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

REEL 595 PAGE 212

LAND CONSERVATION AGREEMENT

THIS AGREEMENT made and entered into this 18th day of February, 1969, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County", and Reynolds Land & Cattle Co., 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. 69-2) heretofore established by County by Resolution No. 69-35-2; and

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

NOW, THEREFORE, County and Owner agree as follows:

1. AGREEMENT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965

This agreement 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. This agreement is subject to all of the provisions of this Act including any amendments thereto which may be enacted from time to time which are specifically applicable to agreements under Article 3.5 of Chapter 7.

2. RESTRICTION ON USE OF PROPERTY

During the term of this agreement, 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 agreement 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 agreement 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 agreement 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 AGREEMENT

This agreement shall become effective on the 28th day of

February, 1969, 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 agreement. This agreement 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 agreement, that party shall serve written notice of nonrenewal upon the other party in advance of the annual renewal date of this agreement. 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 agreement 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 agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this agreement, as the case may be.

5. NO COMPENSATION

Owner shall not receive any payment from County in consideration of the obligations imposed under this agreement, it being recognized and agreed that the consideration for the execution of this agreement 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 agreement 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 agreement 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 agreement for that portion of the property described in Exhibit A annexed to the city.

7. DIVISION OF LAND

This agreement is divisible in the event the property described in Exhibit A is divided. Owner agrees to submit a proposed division to County for its approval, and County shall, as a condition of its approval of the division, require the execution by Owner of an agreement identical to this agreement on each parcel created by the division. Owner agrees to execute such agreement.

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 agreement 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 agreement may be canceled 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 agreement. A potential alternative use of the property may be considered only if there is no proximate non-restricted 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 agreement, 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 agreement, 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 agreement, 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 agreement 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 agreement in the agricultural preserve protest the cancellation of this agreement, the Board of Supervisors shall not consent to cancel this agreement.

(b) If the Board of Supervisors adopts a resolution consenting to the request of Owner to cancel this agreement, 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; 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) Upon cancellation of this agreement, and as soon thereafter as the property to which it relates is reassessed by Assessor, Owner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property; provided, however, if after the date this agreement 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 agreement 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 agreement had it not been canceled, provided: (i) the cancellation is caused by a nonvoluntary 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 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).

11. NOTICES

All notices required or permitted by this agreement 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 agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed: by Owner on February 7, 1969 and by County on February 18, 1969.

COUNTY OF MONTEREY

By _____
Chairman, Board of Supervisors

ATTEST:
[redacted] G. McMenamin, Clerk
By _____ Deputy
Clerk of said Board

Reynolds Land & Cattle Co.

Harold E. Reynolds
Pres.

Emily W. Reynolds
Treas. & Actg.Secty.

Owner

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss.

On this 18th day of February, 19 69, before me, EMMET G. McMENAMIN, 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 W. T. Branson, 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.

EMMET G. McMENAMIN, County Clerk
and ex officio Clerk of the Board
of Supervisors of Monterey County,
State of California

By Della H. Fering
Deputy

STATE OF CALIFORNIA
County of Monterey } ss.

On Feb. 7, 69, before me, F. A. Shouse, a Notary Public, in and for said State, personally appeared Harold E. Reynolds and Emily W. Reynolds and Actg. known to me to be the President and the Secretary of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation, and acknowledged to me that such corporation executed the same, and further acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

My commission expires 8/22/71

Notary Public

F. A. SHOUSE
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
MONTEREY COUNTY

EXHIBIT "A"

All that real property situated in the County of Monterey, State of California, described as follows:

PARCEL 1:

In Township 19 South, Range 9 East, Mount Diablo Base and Meridian:

Of Section 10: The West half of the Northeast quarter, the Northwest quarter, the North half of the Southwest quarter and the Northwest quarter of the Southeast quarter, containing 360 acres, more or less.

Of Section 16: The whole, containing 640 acres, more or less.

Of Section 10: The Southeast quarter of the Southwest quarter and the Southwest quarter of Southeast quarter, containing 80 acres, more or less; EXCEPTING from the Southeast quarter of the Southwest quarter and of Southwest quarter of Southeast quarter of said Section 10, all the coal and other minerals, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862), as reserved in Patent from United States of America to Harry Todd dated July 20, 1925 and recorded August 1, 1952, File No. 54353, San Benito County Records, and recorded August 14, 1925 in Volume 62 Official Records at page 385, Monterey County Records.

Of Section 15: The Southwest quarter of the Northwest quarter; Southwest quarter of Southeast quarter; the Northwest quarter of the Southwest quarter and South half of Southwest quarter, containing 200 acres, more or less.

Of Section 20: The Southeast quarter; Southwest quarter of Northeast quarter and East half of Northeast quarter, containing 280.00 acres, more or less.

Of Section 21: The whole, containing 640 acres, more or less.

Of Section 15: The North half of the Northwest quarter, the Southeast quarter of the Northwest quarter, and the Northeast quarter of the Southwest quarter, containing 160 acres, more or less.

(CONTINUED)

EXCEPTING therefrom all the coal and other minerals, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862), as reserved in the Patent from the United States of America, to Harold E. Reynolds, dated June 19, 1925 and recorded October 6, 1925 in Volume 19 of Official Records at Page 381, San Benito County Records, and recorded July 30, 1952 in Volume 1396 Official Records at Page 87, Monterey County Records.

EXCEPTING from all of the above described properties, all that portion lying in San Benito County.

PARCEL 2:

In Township 19 South, Range 9 East, Mount Diablo Base and Meridian:

Of Section 14: The Southeast quarter of Southwest quarter, and that portion of the Northeast quarter of the Southwest quarter described as lying Southwesterly of a line drawn diagonally through said Northeast quarter of the Southwest quarter from the Northwest corner thereof to the Southeast corner, containing 60 acres, more or less.

EXCEPTING AND RESERVING from the Southeast quarter of Southwest quarter and from the Northeast quarter of Southwest quarter of Section 14, all minerals and mineral rights in, on or under said premises, together with the right of entry on said premises for the purpose, together with the right of entry on said premises, for the purpose of removing the same and the right to erect on said premises the necessary machinery and apparatus for developing, mining and storing said minerals as reserved in the Deed from Martin Griffin to Reynolds Land & Cattle Co., a corporation, by deed dated July 30, 1909 and recorded January 12, 1910 in Volume 111 of Deeds at page 261, Monterey County Records.

Of Section 22: The whole, containing 640 acres, more or less.

EXCEPTING THEREFROM the following:

BEGINNING at the common corner to Sections 22, 23, 26 and 27, Township 19 South, Range 9 East, Mount Diablo Base and Meridian, and running thence South 88° 40' West, 805.2 feet to an intersection with a fence line; thence along said fence line, North 17° 05' East, 394.4 feet; thence continuing along said fence, North 42° 40' East, 1076.0 feet to intersect the section line between said Sections 22 and 23; thence along said section line, South 2° West, 1150.0 feet to the point of beginning. Containing 12.71 acres of land, more or less.

(CONTINUED)

Of Section 23: The Northwest quarter; West half of Southwest quarter.

EXCEPTING AND RESERVING from Section 23, all the coal and other minerals, together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862), as reserved in the patent to Harry Todd above referred to.

ALSO EXCEPTING THEREFROM the following two (2) parcels:

1--BEGINNING at an angle in a fence line on the east boundary of the Northwest quarter of Section 23, Township 19 South, Range 9 East of Mount Diablo Base and Meridian, which is South 2° West, 1115 feet from the 1/4 section corner between Sections 14 and 23, said Township and Range, and running thence South 2° West, 1474.6 feet to center of Section 23, thence West along the south boundary of said 1/4 section 1426.6 feet to a point in a fence line; thence along said fence line North 42° 40' East, 645 feet, thence North 46° 10' East, 1443.0 feet to the point of beginning.

2--BEGINNING at the common corner to Sections 22, 23, 26 and 27 in Township 19 South, Range 9 East, Mount Diablo Base and Meridian and running thence along the section line between Sections 22 and 23, North 2° East, 1150.0 feet to a point in a northeasterly and southwesterly fence line and thence along said fence line, North 42° 40' East, 2040.0 feet to the south boundary of Northwest quarter of said Section 23; thence along said south boundary of said Northwest quarter section of Section 23, East 40 feet to the Northeast corner of the West half of SouthWest quarter of said Section 23; thence along the East boundary of said West half of said 1/4 section, South 3° West, 2653 feet to the Southeast corner of said West half of said Southwest quarter of said Section 23; thence along the section line between Sections 23 and 26, said Township and Range, West 1323.9 feet to the point of beginning. Containing 59.02 acres of land, more or less.

Of Section 27: The North half of the North half;
ALSO that portion described as follows: BEGINNING at a fence corner on the section line between Sections 27 and 28, Township 19 South, Range 9 East, Mount Diablo Base and Meridian, which is North 469 feet from the 1/4 section corner between said Sections 27 and 28, and running thence along said section line between said Sections 27 and 28, North 852.6 feet to the Northwest corner of the South half of the North half of said Section 27, said Township and Range; thence along the north boundary of said South half of the said North

(CONTINUED)

half of said Section 27, North 68° 15' East, 3983.0 feet to an intersection with a fence line; thence along said fence line South 76° 15' West, 4098.6 feet to the point of beginning. Containing 38.96 acres of land, more or less. Courses all true, variation for the magnetic needle being 17° 00' East.

EXCEPTING THEREFROM the following:

BEGINNING at the common corner to Sections 22, 23, 26 and 27, Township 19 South, Range 9 East, Mount Diablo Base and Meridian, and running thence along the Section line between Sections 26 and 27, South 1320 feet to the Southeast corner of the North half of the Northeast quarter of said Section 27; thence along the south boundary of said North half of Northeast quarter of said Section 27, South 68° 15' West, 1336.9 feet to a point in fence line; thence following said fence line, North 76° 15' East, 132.5 feet to an angle in said fence; thence continuing along said fence, North 17° 05' East, 1370 feet to intersect the section line between Sections 22 and 27, thence along said section line, North 88° 40' East, 805.2 feet to the point of beginning. Containing 30.73 acres of land, more or less. Courses all true, variation of the magnetic needle being 17° 00' East.

Of Section 29: All that portion of the Southeast quarter lying North and West of the County Road running through said Southeast quarter and being the same premises described in a deed recorded in Volume 71 of Deeds at Page 476 of Monterey County Records, containing about 15 acres.
All of the Northeast quarter;
EXCEPTING about 15 acres lying south and east of the County Road running through said Northeast quarter, the said 15 acres, more or less, excepted herefrom, being described in a Deed recorded in Volume 71 at Page 183 of Deeds, Monterey County Records.

Of Section 28: The North half and the North half of the Southeast quarter. EXCEPTING THEREFROM that portion of the Northwest quarter lying south of the King City-Lonoak County Road.

Of Section 14: South half of Southwest quarter of Southwest quarter and North half of Northwest quarter of Southwest quarter.

Of Section 15: South half of Southeast quarter of Southeast quarter and North half of North half of Southeast quarter.

Of Section 14: South half of Northwest quarter of Southwest quarter; North half of Southwest quarter of Southwest quarter, of Township 19 South, Range 9 East, of Mount Diablo Base and Meridian.

(CONTINUED)

(CONTINUED)

Of Section 15: South half of Northeast quarter of Southeast quarter; North half of Southeast quarter of Southeast quarter; and South half of Northwest quarter of Southeast quarter of Township 19 South, Range 9 East of Mount Diablo Base and Meridian.

EXHIBIT B

LAND CONSERVATION AGREEMENT

COMPATIBLE USES

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

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced but not including slaughter houses, fertilizer yards, bone yards or plants for the reduction of animal or vegetable matter.

2. Structures necessary and incidental to the agricultural use of the land.

3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner.

Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.

4. Dwellings for persons employed by owner or lessee in the agricultural use of the land.

5. An aircraft landing strip incidental to the agricultural use of the land.

6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.

8. Public or private hunting of wildlife or fishing.

9. Public or private hunting clubs and accessory structures.

10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.

11. Public or private riding or hiking trails.

"END OF DOCUMENT"

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