

Attachment C

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RECORDED AT REQUEST OF
COUNTY OF MONTEREY

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OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

LAND CONSERVATION CONTRACT

THIS CONTRACT made and entered into this 29th day of February 1972, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Attilio A. Binsacca, Joseph H. Binsacca, Felix F. Binsacca, Angelo L. Binsacca, Corrine D. Binsacca and Minnie E. Binsacca

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. 72-40) heretofore established by County by Resolution No. 72-33-40; 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

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February, 1972, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL

(a) If either party desires in any year not to renew this contract, that party shall serve written notice of nonrenewal upon the other party in advance of the annual renewal date of this contract. Unless such written notice of nonrenewal is served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 3 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits of (a) above, this contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this contract, as the case may be.

5. NO COMPENSATION

Owner shall not receive any payment from County in consideration of the obligations imposed under this contract, it being recognized and agreed that the consideration for the execution of this contract is the substantial benefit to be derived therefrom, and the advantage that may accrue to Owner as a result of the effect upon the assessed value of the property on account of the restrictions on the use of the property contained herein.

6. SUCCESSORS IN INTEREST

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit A and shall be binding upon the heirs, executors, administrators, trustees, successors, and assigns of Owner. This contract shall also be transferred from County to any succeeding city or county acquiring jurisdiction over the property described in Exhibit A. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of the County under this contract for that portion of the property described in Exhibit A annexed to the city.

7. DIVISION OF LAND

The property described in Exhibit A shall not be divided without the written approval of the County first had and obtained. This contract is divisible in the event the property described in Exhibit A is divided. Owner agrees to submit any proposed division to County for its approval and County, if it approves said division, shall, as a condition of its approval of the division, require the execution by Owner of contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract.

8. CONDEMNATION

When any action in eminent domain for the condemnation of the fee title of any land described in Exhibit A is filed or when such

land is acquired in lieu of eminent domain for a public improvement by a public agency or person, or whenever there is any such action or acquisition by the federal government, or any person, instrumentality or agency acting under authority or power of the federal government, this contract becomes null and void as to the land actually being condemned or so acquired as of the date the action is filed or so acquired.

9. CANCELLATION

This contract may be cancelled by the mutual agreement of the parties hereto and the approval of the State of California in the manner provided in this paragraph. It is understood by the parties hereto that the existence of an opportunity for another use of the property shall not be sufficient reason for the cancellation of this contract. A potential alternative use of the property may be considered only if there is no proximate non-contracted land suitable for the use to which it is proposed that this property be put. The parties further understand that the uneconomic character of an existing agricultural use shall not be sufficient reason for cancellation of this contract, but may be considered only if there is no other reasonable or comparable agricultural use to which the land may be put.

(a) Upon the written request of Owner to cancel this contract, the Board of Supervisors of the County of Monterey may adopt a resolution consenting to such request. Prior to the adoption of a resolution consenting to the request of the landowner to cancel this contract, the Board of Supervisors of County shall hold a public hearing on the matter. Notice of the hearing shall be mailed to each and every owner of property under contract within the agricultural preserve in which the property described in Exhibit A is located, and shall be published pursuant to Section 6061 of the Government Code. If at the hearing, or prior thereto, the owners of 51 percent of the acreage under contract in the agricultural preserve protest the cancellation of this contract, the Board of Supervisors shall not consent to cancel this contract.

(b) If the Board of Supervisors adopts a resolution consenting to the request of Owner to cancel this contract, the parties shall request that the cancellation be approved by the State Director of Agriculture upon the recommendation of the State Board of Agriculture. The State Board of Agriculture may recommend and the State Director of Agriculture may approve the cancellation only if they find: (1) The cancellation is not inconsistent with the purposes of the California Land Conservation Act of 1965 as amended; and (2) the cancellation is in the public interest.

(c) The provisions of sub-paragraph (b) of this paragraph 9 relating to the State Board of Agriculture and the Director of Agriculture shall be applicable only if both the State Board and the State Director consent to act as described herein. If either the State Board or the State Director fail or refuse to act within 60 days after being requested to do so, the Board of Supervisors of the County of Monterey shall act in the place and stead of the State Board and State Director and shall make all findings and decisions required by sub-paragraph (b).

10. LIABILITY OF OWNER UPON CANCELLATION

(a) Prior to any action by the Board of Supervisors giving tentative approval to the cancellation of this contract, the County Assessor shall determine the full cash value of the land as though it were free of the contractual restrictions imposed by this contract. The Assessor shall multiply such value by the most recent county ratio announced pursuant to Section 401 of the Revenue and Taxation Code, and shall certify the product to the Board of Supervisors as the cancellation valuation of the land for the purpose of determining the cancellation fee. The Board of Supervisors shall thereafter and prior to giving tentative approval to the cancellation of this contract determine and certify to the County Auditor the amount of the cancellation fee which the Owner must pay the County Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to 50 percent of the cancellation value of the property; provided, however, if after the date this contract was initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment shall be changed so no greater percent of full cash value will be paid than would have been paid had there been no change in ratio. It is agreed by the parties hereto that the publicly announced County ratio at the time this contract is executed is 25 percent of full cash value.

(b) If the State Board of Agriculture recommends that it is in the public interest to do so, and the State Director of Agriculture so finds, the Director may waive any such payment or any portion thereof, or may make such payment or portion thereof, contingent upon the future use made of the property and its economic return to Owner for a period of time not to exceed the unexpired term of the contract had it not been cancelled, provided: (i) the cancellation is caused by an involuntary transfer or change in the use which may be made of the property and the property is not immediately suitable, nor will be immediately used, for a purpose which produces a greater economic return to Owner; and (ii) County has recommended to the State Board of Agriculture that no such payment be required or that the deferment of such payment or portion thereof be allowed, and the board of Supervisors has determined it is in the best interests of the public conservation of agricultural land and that such payment be either deferred or not required.

(c) The provisions of sub-paragraph (b) of this paragraph 10 relating to the State Board of Agriculture and the Director of Agriculture shall be applicable only if the State Board and the State Director both consent to act as described herein. If either the State Board or the State Director fail or refuse to act within 60 days after being requested to do so, the Board of Supervisors of the County of Monterey shall act in the place and stead of the State Board and the State Director and shall make all findings and decisions required by sub-paragraph (b).

(d) Owner shall make payment of the cancellation fee in full prior to the cancellation becoming effective.

11. NOTICES

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

12. COSTS OF LITIGATION

In case County shall, without any fault on its part, be made a party to any litigation commenced by or against Owner, then Owner shall and will pay all costs and reasonable attorneys' fees incurred by or imposed upon County by or in connection with such litigation, and owner shall and will pay all costs and reasonable attorneys' fees which may be incurred or paid by County in enforcing the covenants and agreements of this contract.

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed: by Owner on February 28, 1972 and by County on February 29, 1972.

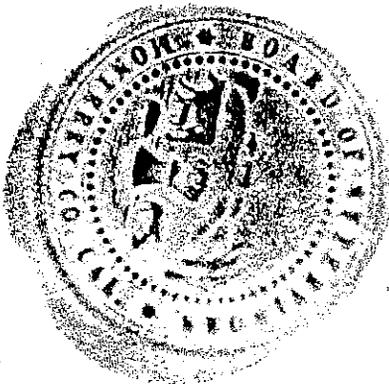


COUNTY OF MONTEREY

By Warren Church
Chairman, Board of Supervisors

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss

On this 29th day of February, 1972, 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 WARREN CHURCH, 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 Sandra J. Hotsko
Deputy

Attilio A. Binsacca
Attilio A. Binsacca

Joseph H. Binsacca
Joseph H. Binsacca

Felix F. Binsacca
Felix F. Binsacca

Angelo L. Binsacca
Angelo L. Binsacca

Corrine D. Binsacca
Corrine D. Binsacca

Minnie E. Binsacca
~~XXXXX~~ Minnie E. Binsacca

STATE OF CALIFORNIA)
COUNTY OF Monterey) ss

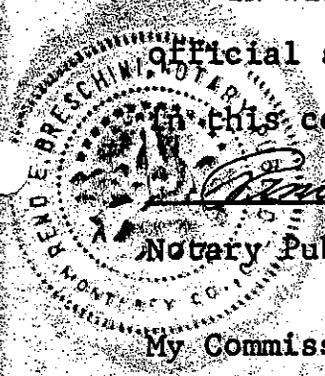
On this 28 day of FEBRUARY, 1972, before me
RENO E. BRESCHINI, A Notary Public in and for
the County of MONTEREY, State of California,
residing therein, duly commissioned and sworn, personally appeared

ATTILIO A. BINSACCA, JOSEPH A. BINSACCA, FELTY F. BINSACCA, ANGELO L.
BINSACCA, CORRINE D. BINSACCA, AND MINNIE E. BINSACCA.

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



Reno E. Breschini

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

My Commission Expires SEPTEMBER 6, 1972

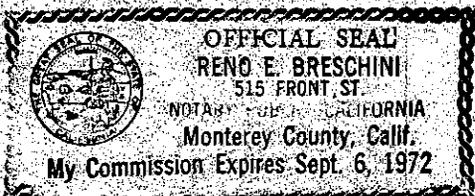


EXHIBIT B

72-40

EXHIBIT "A" REEL 756 PAGE 384FIRST:

BEGINNING at a stake standing in the dry bed of the Salinas River and on the boundary of the San Vicente and Ex-Mission Soledad Ranchos from which stake a 6" x 6" x 4" white post standing at a corner No. 3 of the Ex-Mission Soledad and corner No. 2 of the Los Coches Ranchos bears South 87° East 6.83 chains distant, and running thence along the boundary between the San Vicente and Ex-Mission Soledad Ranchos, Variation 15° 55' East, North 87° West, 11.96 chains to station in channel of the Salinas River; thence leaving boundary between the San Vicente and Ex-Mission Soledad Ranchos and along the East line of land of C. T. Romie over sand in bed of Salinas River, South 31° 24' West at 19.41 chains bluff of left bank of Salinas River, 71.91 chains a 4" x 4" x 3' redwood post marked 3 standing in fence on the North side of the County road leading from the old Los Coches Stage station to the Soledad Mission; thence along fence on the North side of said road, South 46° 48' East 20.37 chains to a 4" x 4" x 3' redwood post marked 1 standing in fence; thence leaving fence and North side of road, North 26° 25' East at 49.81 chains a 4" x 4" x 3' redwood post marked W. P. 2, at 52.75 chains a 4" x 4" x 3' redwood post marked 2 standing on high bluff on left bank of the Arroyo Seco Creek and Salinas River; thence down bluff and over sand on the beds of the Salinas River and Arroyo Seco Creek, North 20° 58' East, 29.74 chains to place of beginning and containing 125.626 acres, being a portion of the Ex-Mission Soledad Rancho and known as the Ranchita, and being the same premises conveyed to Joe Binsacca by Charles W. Lenander and Andrew Blomquist, by Deed dated January 2, 1908 and recorded January 2, 1908, in Book 101 of Deeds at page 171.

EXCEPTING THEREFROM that 0.29 acre tract conveyed by Assunta Binsacca to Angelo L. Binsacca by deed dated January 31, 1931 and recorded July 7, 1931 in Volume 301 Official Records, page 36.

SECOND:

A portion of Lot 5 of the Ex-Mission Soledad Rancho as said Lot 5 is shown on Lou G. Hare's Map of Monterey Co., 1898 on file in the Office of the Recorder of Monterey County, said portion being also a part of Lot 7 as shown on Lou G. Hare's "Map of Partition of the lands of Jos. and Jno. Vosti and Chas. Lanini", filed on page 80 of Map Book 1 of "Surveys" in the Office of the Recorder of Monterey County, same being more particularly described as follows:

BEGINNING at a 4" x 4" post in fence corner at the most Westerly corner of said Lot 7 & on the Northeasterly line of the County Road, 40 feet wide, known as the Mission Road, leading from

(Continued)

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