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Board of Supervisors

REEL 2904 PAGE 1481

08307

RECORDED AT REQUEST OF
COUNTY OF MONTEREY

FEB 3 9 53 AM '93

NO FEE

LAND CONSERVATION CONTRACT

OFFICE OF RECORDER
COUNTY OF MONTEREY

THIS CONTRACT made and entered into this ~~same day~~ ^{24th day} of February, 1993, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and MICHAEL HAT AND SHARON HAT, 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. 93-011) heretofore established by County by Resolution No. 92-35; 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) as 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.

identical to or more restrictive than this contract in order to perfect his rights under the Land Conservation Act.

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. The division of land under contract within an agricultural preserve will not be approved unless it can be reasonably established that there will be no loss in the production of food and fibre within the agricultural preserve from said division.

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 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 subparagraph (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 subparagraph (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 subparagraph (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 subparagraph (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 93901, 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.

13. ENFORCEMENT.

In the event of breach of this contract, including but not limited to: (1) incompatible use, or (2) failure of successors in interest to sign a contract similar to this one, or (3) failure to obtain the approval of the Board of Supervisors for a division of the land under contract, all the affected property under contract shall be reassessed at full cash value pursuant to Revenue and Taxation Code Section 110.1.

However, such reassessment for the period encompassed by the breach shall not terminate the contract. Reassessment shall be in addition to the other remedies available to the County including, but not limited to, an action to enforce the contract by specific enforcement or injunction under Government Code Section 51251.

If incompatible uses during the period of breach have diminished the ability of the property to contribute to the production of food and fibre on the lien date, the property shall be reassessed at full cash value.

The period of breach is the period commencing upon breach as set forth above, and ending upon cure of the breach. If the lien or assessment date falls within the period of the breach, all the property under this contract will be reassessed at full cash value pursuant to Revenue and Taxation Code Section 110.1.

IN WITNESS WHEREOF the parties have caused this contract to be executed by Owner on the date affixed next to the signature of each, and by County on the date affixed next to the signature of the chairperson of the Board of Supervisors.

COUNTY OF MONTEREY

Dated: February 2, 1993

By *[Signature]*
Board of Supervisors

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ACKNOWLEDGEMENT

State of California)
County of Monterey) ss.

On February 2, 1993, before me ERNEST K. MORISHITA, Clerk of the Board of Supervisors, in and for said County and State, personally appeared Judy Pennycook 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 K. MORISHITA, Clerk of the Board of Supervisors of Monterey County, State of California

By *Jancy Lubenhill*
Deputy

(OWNERS) MICHAEL HAT AND SHARON HAT

MH
Sharon Hat

Dated: 1-7-93

Dated: 1-7-93

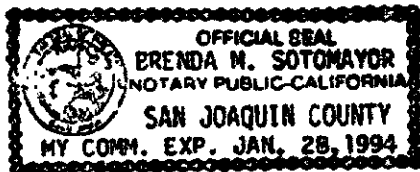
STATE OF CALIFORNIA
COUNTY OF MONTEREY

On January 7, 1993, before me, BRENDA M SOTOMAYOR, Notary Public, personally appeared MICHAEL & SHARON HAT, 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 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.

Brenda M Sotomayor
Notary Public

[SEAL]



Legal Description:

PARCEL 1:

CERTAIN REAL PROPERTY BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED AS FRACTIONAL SECTION 24, T. 20 S., R. 8 E., AND A PART OF SECTIONS 17, 18, 19, 20 AND 30, T. 20 S., R. 9 E., M.D.M., ACCORDING TO THE OFFICIAL PLAT THEREOF IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, IN DEED FROM LAURENT J. LAYOUS, ET AL, TO ARLIN D JOHNSON, ET UX, DATED NOVEMBER 26, 1971 AND RECORDED IN REEL 742 OF OFFICIAL RECORDS, PAGE 228, RECORDS OF SAID COUNTY, SAID PART BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID TRACT OF LAND AT THE NORTHWESTERLY CORNER OF SAID FRACTIONAL SECTION 24, IN THE BOUNDARY OF THE RANCHO SAN BERNABE; THENCE ALONG THE BOUNDARY OF SAID TRACT OF LAND AND ALONG THE NORTHERLY LINE OF SAID FRACTIONAL SECTION 24,

- (1) N. 89° 25' 58" E., 1441.21 FEET TO THE NORTHEASTERLY CORNER OF SAID FRACTIONAL SECTION 24; THENCE ALONG THE EASTERLY LINE THEREOF,
- (2) S. 2° 00' 42" E., 518.58 FEET; THENCE LEAVE SAID SECTION LINE AND CONTINUING ALONG THE BOUNDARY OF SAID TRACT OF LAND,
- (3) N. 50° 50' 05" E., 118.61 FEET, AT 30.0 FEET FOUND NAIL AND TAG TOP OF 4" X 5" FENCE POST, 118.61 FEET; THENCE ALONG A FENCE LINE,
- (4) N. 50° 45' 05" E., 468.24 FEET; THENCE
- (5) N. 50° 10' 05" E., 144.0 FEET; THENCE
- (6) N. 4° 30' 05" E., 276.91 FEET; THENCE
- (7) N. 76° 50' 05" E., 236.64 FEET; THENCE
- (8) N. 47° 05' 05" E., 350.42 FEET; THENCE
- (9) S. 89° 19' 55" E., 643.45 FEET; THENCE
- (10) S. 1° 09' 55" E., 445.08 FEET; THENCE

- (11) S. 60° 04' 55" E., 671.64 FEET; THENCE
- (12) S. 56° 44' 55" E., 238.65 FEET; THENCE
- (13) S. 50° 59' 55" E., 490.39 FEET; THENCE
- (14) S. 4° 49' 55" E., 667.61 FEET; THENCE
- (15) S. 33° 29' 55" E., 736.09 FEET; THENCE
- (16) S. 41° 14' 55" E., 183.79 FEET; THENCE
- (17) N. 68° 55' 05" E., 168.84 FEET; THENCE
- (18) S. 35° 39' 55" E., 250.73 FEET; THENCE
- (19) S. 64° 09' 55" E., 84.58 FEET; THENCE
- (20) S. 72° 59' 55" E., 53.37 FEET; THENCE
- (21) S. 87° 54' 55" E., 76.53 FEET; THENCE

- (22) N. 80° 55' 05" E., 35.49 FEET; THENCE
- (23) N. 71° 45' 05" E., 41.57 FEET; THENCE
- (24) N. 60° 20' 05" E., 29.20 FEET; THENCE
- (25) N. 33° 40' 05" E., 215.49 FEET; THENCE
- (26) N. 40° 30' 05" E., 577.99 FEET; THENCE
- (27) N. 58° 50' 05" E., 615.25 FEET; THENCE
- (28) N. 40° 50' 05" E., 87.61 FEET; THENCE
- (29) N. 1° 05' 05" E., 276.91 FEET; THENCE
- (30) N. 17° 54' 55" W., 132.92 FEET; THENCE
- (31) N. 32° 49' 55" W., 187.29 FEET; THENCE
- (32) N. 88° 00' 05" E., 730.05 FEET; THENCE
- (33) S. 4° 14' 55" E., 142.99 FEET; THENCE
- (34) S. 49° 04' 55" E., 169.17 FEET; THENCE
- (35) S. 71° 59' 55" E., 139.97 FEET; THENCE
- (36) N. 89° 00' 05" E., 453.13 FEET TO A NAIL AND TAG TOP OF A 6" X 6" CORNER FENCE POST; THENCE ALONG SAID FENCE.
- (37) N. 0° 46' 40" W., 779.86 FEET; THENCE LEAVE SAID BOUNDARY AND FENCE LINE.
- (38) N. 69° 44' 33" E., 252.45 FEET; THENCE
- (39) N. 17° 14' 33" E., 302.93 FEET; THENCE
- (40) N. 0° 45' 26" W., 454.40 FEET; THENCE
- (41) S. 82° 45' 27" E., 605.87 FEET; THENCE
- (42) N. 84° 34' 33" E., 1110.76 FEET; THENCE
- (43) S. 53° 05' 27" E., 151.47 FEET; THENCE
- (44) S. 9° 05' 27" E., 858.31 FEET; THENCE
- (45) N. 84° 15' 27" W., 656.36 FEET; THENCE
- (46) S. 67° 54' 33" W., 302.93 FEET; THENCE
- (47) S. 4° 44' 33" W., 403.92 FEET; THENCE
- (48) S. 57° 45' 27" E., 302.93 FEET; THENCE
- (49) S. 79° 25' 27" E., 383.72 FEET; THENCE
- (50) S. 52° 25' 27" E., 1514.67 FEET; THENCE
- (51) S. 79° 05' 27" E., 302.93 FEET; THENCE
- (52) N. 56° 44' 33" E., 302.93 FEET; THENCE
- (53) S. 89° 45' 27" E., 272.64 FEET TO INTERSECTION WITH THE EASTERLY BOUNDARY OF SAID TRACT OF LAND AND FENCE LINE; THENCE ALONG SAID BOUNDARY AND FENCE,
- (54) S. 0° 31' 09" E., 800.0 FEET; THENCE
- (55) S. 89° 36' 07" W., 3953.80 FEET; THENCE
- (56) S. 0° 08' 54" E., 183.95 FEET; THENCE LEAVE SAID BOUNDARY AND FENCE LINE.
- (57) S. 57° 53' 48" W., 528.43 FEET; THENCE
- (58) S. 84° 31' 33" W., 347.97 FEET; THENCE

- (59) S. 72° 07' 33" W., 400.46 FEET; THENCE
- (60) S. 62° 10' 28" W., 285.79 FEET; THENCE
- (61) S. 34° 55' 08" W., 176.21 FEET; THENCE
- (62) S. 7° 31' 53" W., 292.17 FEET; THENCE
- (63) S. 44° 40' E., 410.0 FEET; THENCE
- (64) N. 89° 40' 03" E., 849.04 FEET; THENCE
- (65) S. 0° 19' 57" E., 671.42 FEET TO INTERSECTION WITH THE BOUNDARY OF SAID TRACT OF LAND AND SAID FENCE; THENCE ALONG SAID BOUNDARY AND FENCE,
- (66) S. 89° 40' 03" W., 856.67 FEET; THENCE
- (67) S. 89° 04' 03" W., 932.63 FEET TO THE EASTERLY LINE OF FREEMAN FLATS COUNTY ROAD (AS FENCED); THENCE ALONG SAID ROAD FENCE,
- (68) S. 18° 46' 28" E., 490.74 FEET; THENCE LEAVE SAID ROAD LINE AND FENCE TO AND ALONG A FENCE AND BOUNDARY OF SAID TRACT OF LAND,
- (69) S. 89° 10' 13" W., 1861.72 FEET; THENCE
- (70) S. 0° 47' 19" E., 2287.58 FEET; THENCE LEAVE SAID BOUNDARY AND FENCE LINE,
- (71) S. 44° 29' 03" W., 168.91 FEET; THENCE
- (72) N. 45° 30' 57" W., 3235.64 FEET; THENCE
- (73) N. 10° 08' 42" W., 621.79 FEET; THENCE
- (74) N. 59° 04' 20" W., 118.87 FEET; THENCE
- (75) N. 75° 59' 42" W., 175.94 FEET; THENCE
- (76) S. 58° 16' 45" W., 343.25 FEET; THENCE
- (77) N. 86° 03' 30" W., 63.31 FEET; THENCE
- (78) N. 57° 21' 10" W., 569.06 FEET; THENCE
- (79) N. 71° 14' 29" W., 121.33 FEET; THENCE
- (80) S. 79° 20' 08" W., 179.0 FEET TO INTERSECTION WITH THE WESTERLY BOUNDARY OF SAID TRACT OF LAND AND FENCE LINE, IN THE WESTERLY LINE OF SAID FRACTIONAL SECTION 24, SAID LINE BEING ALSO THE BOUNDARY OF

THE RANCHO SAN BERNABE; THENCE ALONG LAST MENTIONED BOUNDARY AND FENCE.

(81) N. 1° 39' 03" W., 4553.61 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE FULL FREE, PERPETUAL AND EXCLUSIVE RIGHT TO ALL COAL, LIGNITE, COAL, PETROLEUM, NAPHTHA, BREA, BITUMEN, NATURAL GAS AND ALL OTHER HYDROCARBON SUBSTANCES TOGETHER WITH THE PERPETUAL RIGHT TO ENTER IN AND UPON SAID LAND AND EXPLORE, DIG, MINE, DRILL FOR AND REMOVE OIL AND ANY AND ALL OF SAID SUBSTANCES, TOGETHER WITH THE PERTETUAL RIGHT TO TAKE FROM SAID LAND SUCH STONE, ROCK, SAND AND CLAY AS MAY BE NECESSARY OR CONVENIENT, AS EXCEPTED IN THE DEED FROM MYSA LAND AND CATTLE COMPANY, RECORDED JULY 11, 1912 IN BOOK 125, PAGE 208 OF DEEDS.

PARCEL 2A:

THAT PORTION OF LOT 3 OF THE RANCHO SAN BERNABE, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING PORTIONS OF PARCEL 1, AS DESCRIBED IN THE DECREE OF DISTRIBUTION RECORDED OCTOBER 11, 1957 IN BOOK 1822, PAGE 221, OFFICIAL RECORDS OF SAID COUNTY; SAID PORTIONS BEING SIX SQUARE LOTS, EACH 20 FEET ON A SIDE, THE SOUTHEASTERLY LINES OF SAID LOTS BEING PARALLEL TO THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL 1, AS SHOWN ON MAP FILED IN BOOK 7, PAGE 7 OF SURVEYS, RECORDS OF SAID COUNTY, THE CENTERS OF SAID LOTS BEING PARTICULARLY DESCRIBED AS FOLLOWS:

THE CENTER OF LOT NO. 2:

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A POINT FROM WHICH THE SOUTHWESTERLY CORNER OF PARCEL 1 AFOREMENTIONED BEARS SOUTH 51° 22' WEST, 682.67 FEET,

THE CENTER OF LOT NO. 1:

A POINT FROM WHICH THE CENTER OF LOT NO. 2 ABOVE BEARS SOUTH 45° 12' 30" EAST, 236.82 FEET AND SOUTH 49° 26' 30" WEST, 1,154.0 FEET.,

THE CENTER OF LOT NO. 3:

A POINT FROM WHICH THE CENTER OF LOT NO. 2 ABOVE BEARS SOUTH 28° 28' 50" EAST, 295.60 FEET,

THE CENTER OF LOT NO. 4:

A POINT FROM WHICH THE CENTER OF LOT NO. 2 ABOVE BEARS SOUTH 65° 47' 15" EAST, 177.66 FEET,

THE CENTER OF LOT NO. 5:

A POINT FROM WHICH THE CENTER OF LOT NO. 4 ABOVE BEARS SOUTH 32° 25' 30" EAST, 214.80 FEET,

THE CENTER OF LOT NO. 6:

A POINT FROM WHICH THE CENTER OF LOT NO. 2 ABOVE BEARS NORTH 54° 14' 35" EAST, 146.32 FEET.

PARCEL 2B:

RIGHTS OF WAY FOR ALL PURPOSES OF A WATER PIPELINE OVER, UPON AND ACROSS 3 STRIPS OF LAND, 10 FEET IN WIDTH, THE CENTERLINE OF WHICH ARE DESCRIBED AS FOLLOWS:

"A" BEGINNING AT THE CENTER OF SAID LOT NO. 2 ABOVE; THENCE

- (1) N. 28° 28' 50" W., 295.60 FEET TO THE CENTER OF LOT NO. 3 ABOVE; THENCE
- (2) S. 87° 37' 30" W., 136.36 FEET TO THE CENTER OF LOT NO. 5 ABOVE; THENCE
- (3) S. 32° 25' 30" E., 214.80 FEET TO THE CENTER OF LOT NO. 4 ABOVE; THENCE
- (4) S. 65° 47' 15" E., 177.66 FEET TO THE CENTER OF LOT NO. 2 ABOVE; THENCE
- (5) S. 54° 14' 35" W., 146.82 FEET TO THE CENTER OF LOT NO. 6 ABOVE.

"B" BEGINNING AT THE CENTER OF LOT NO. 2 ABOVE; THENCE

- (1) N. 49° 26' 30" E., 1,580.60 FEET (AT 1,154.0 FEET A POINT HEREIN DESIGNATED ("C-1")); THENCE
- (2) N. 26° 15' 30" E., 460.55 FEET TO A 36" STEEL CONDUIT AT THE SOUTHWESTERLY LINE OF CALIFORNIA STATE HIGHWAY 101, AS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, DATED JANUARY 2, 1969, RECORDED IN REEL 602, PAGE 509, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID CONDUIT, ACROSS SAID HIGHWAY, AS DESCRIBED IN LAST MENTIONED DEED AND IN DEED TO SAID STATE OF CALIFORNIA, RECORDED NOVEMBER 1, 1937 IN BOOK 547, PAGE 212, OFFICIAL RECORDS, AND ACROSS THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, AS DESCRIBED IN THE DEED TO THE SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION, DATED MARCH 12, 1883, RECORDED IN BOOK 5, PAGE 409, OF DEEDS, RECORDS OF SAID COUNTY.

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(3) N. 54° 29' 30" E., 379.16 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, FROM WHICH THE NORTHWESTERLY CORNER OF THE "53.264 ACRE" TRACT OF LAND SHOWN ON MAP

FILED IN BOOK 7, PAGE 7 OF SURVEYS, BEARS SOUTH 35° 28' 30" E., 175.82 FEET; THENCE LEAVING SAID CONDUIT AND RIGHT OF WAY LINE.

(4) N. 55° 23' 30" E., 905.16 FEET; THENCE

(5) N. 73° 37' 30" E., 1,097.41 FEET TO A POINT IN THE EASTERLY BOUNDARY OF SAID PARCEL 1, DESCRIBED IN SAID DECREE, AFOREMENTIONED FROM WHICH THE NORTHEASTERLY CORNER OF SAID "53.264 ACRE" TRACT OF LAND BEARS SOUTH 0° 35' EAST, 31.63 FEET.

EXCEPT THEREFROM THAT PORTION THEREOF INCLUDED WITHIN COURSE (3) ABOVE.

"C" BEGINNING AT POINT "C-1" DESCRIBED IN COURSE (1) OF "B" ABOVE; THENCE

(1) N. 45° 12' 30" W., 236.82 FEET TO THE CENTER OF LOT NO. 1 ABOVE.

SAID RIGHT OF WAY PARCEL 2B IS FOR NON-EXCLUSIVE EASEMENTS APPURTENANT TO PARCELS DESCRIBED IN:

(A) DEED TO LAURENT J. LAYOUS, ET AL, RECORDED MAY 25, 1971 IN REEL 704, PAGE 764, OFFICIAL RECORDS.

(B) DEED TO MARCEL E. LAYOUS, ET AL, RECORDED DECEMBER 31, 1968 IN REEL 587, PAGE 566, OFFICIAL RECORDS.

FARCEL 2C:

An Exclusive easement and right of way for water pipeline purposes, 15 feet wide, the centerline of said easement being particularly described as follows:

Beginning at a point in the Easterly boundary of that certain Tract of land situate in the Rancho San Bernabe, Monterey County, California, described in the Decree of Final Distribution of the Estate of John P. Layous, recorded October 11, 1957, in Volume 1822, at page 221, Official Records of Monterey County, California, from which the Northwesterly corner of that certain Tract of Land described in the deed from Arlin D. Johnson, et ux, to Monterey Partners 1974, dated January 16, 1974, and recorded on Reel 891, page 222, Official Records of Monterey County, California, bears along the boundary common to said Tracts of Land N. 1° 39' 02" W., 1898.59 feet distant; thence from said point of beginning

(1) N. 58° 58' 16" W., 3267.66 feet to intersection with the Northwesterly boundary of said lands of Layous, as granted to Monterey Partners, 1974, a Limited Partnership in a Grant of Easement and Agreement Recorded May 7, 1974 in Reel 911, page 396.

END OF DOCUMENT

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 and planning and zoning restrictions:

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

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

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

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

8. Public or private hunting of wildlife or fishing.

9. Public or private hunting clubs and accessory structures.

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

11. Public or private riding or hiking trails.

12. Removal of natural materials.

END OF DOCUMENT

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