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65200

LAND CONSERVATION CONTRACT

RECORDED AT REQUEST OF

BOARD OF SUPERVISORS

DEC 23 12 59 PM '85

OFFICE OF RECORDER
COUNTY OF MONTEREY
SAN JUAN, CALIFORNIA

THIS CONTRACT made and entered into this 19th day of February 1985, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County" and Richard Alderson hereinafter called "Owner".

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NO FEE

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. 85-4) heretofore established by County by Resolution No. 85-43; 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 February, 1985, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured

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MONTEREY COUNTY
PLANNING & BUILDING
INSPECTION DEPT.

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:

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(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.

Nonetheless, each new Owner who succeeds to ownership of the aforesaid property shall be obliged to execute a new contract 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.

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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).

(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.

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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 interests 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 § 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 § 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 § 110.1.

IN WITNESS WHEREOF the parties hereto have caused this
contract to be executed: by Owner on April 23 1985
and by County on December 17, 1985

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COUNTY OF MONTEREY

[Signature]
Chairperson, Board of
Supervisors

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } 44

On this 17th day of December, 1985, before me,
ERNEST K. MORISHITA, Clerk of the Board of Supervisors, in and for said
County and State, personally appeared DUSAN M. PETROVIC, Known
to me to be the Chairperson 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 K. MORISHITA, Clerk of
the Board of Supervisors of
Monterey County, State of
California.

By [Signature]
Deputy

OWNER(S)

STATE OF CALIFORNIA,

County of Santa Cruz

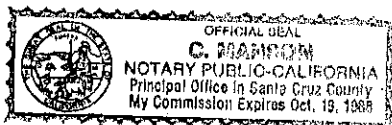
On this 28th day of April, 1985, in the year one thousand nine hundred and 85
before me, C. Manson, a Notary Public in and for the Santa Cruz

County of Santa Cruz, State of California, residing therein,
duly commissioned and sworn, personally appeared Richard Alderson

known to me to be the person 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 Santa Cruz County of Santa Cruz, the day and year in this
certificate first above written.

C. Manson
Notary Public in and for the Santa Cruz County of Santa Cruz,
My Commission Expires 10-19-89 State of California.



Situate in the County of Monterey, State of California, and is described as follows:

PARCEL 1:

The Southwest 1/4 of Section 15:

Lots 1, 2, 3 & 4 and the Northwest 1/4 of the Northeast 1/4 of Section 22, ALL IN TOWNSHIP 19 South, Range 6 East, Mount Diablo Meridian, CONTAINING 357.47 acres of land, more or less, according to the United States Government Survey thereof.

EXCEPTING FROM SAID PARCEL 1, all minerals of every kind and description, including oil, gas, asphaltum and other hydrocarbon substances of every kind, name and nature which may be in, upon or under said lands, with full liberty of ingress and egress at all times for them and their heirs and assigns, their lessees, agents and workmen in and upon the said lands and every part and parcel thereof, for the purpose of searching for, developing, drilling and by all manner of means mining for the said substances or any of them and for storing and removing such substances on and from said premises with all necessary rights of way and the use of sufficient water from said premises for said purposes, as recited in the deed from John A. Bence and Ida M. Bence, his wife, to Una G. Pettitt, a widow, dated April 7, 1921 and recorded April 19, 1921 in Volume 182 of Deeds at Page 12, Monterey County Records.

PARCEL 2:

A portion of Sections 16, 20 and 21 in Township 19 South of Range 6, East of Mount Diablo Meridian, described as follows, to-wit:

BEGINNING at the common corner of Sections 20, 21, 28 and 29 of Township 19 South, Range 6 East, M.D.M., running thence West along the south boundary of Section 20 until said south boundary intersects the East bank of Vaquero Creek; thence following the east bank of said Vaquero Creek in a northerly direction to a live oak tree standing on said East bank at the south side of an old traveled road, said tree being marked on the west side COR.X; thence West along said South side of said road and across Vaquero Creek to a point on the West bank of said Vaquero Creek; thence northerly down said Vaquero Creek following the West bank thereof, to a point on the high said West bank of said creek from which the 1/8 section corner post at northwest corner of Lot 1 of said Section 20, on the said west bank, bears South $88-1/4^{\circ}$ West 73 links distant; thence across said creek, South $62\ 1/2^{\circ}$ East, 9.06 chains to a stake marked S.1 on the east bank of Vaquero Creek, from which the quarter section post on the line between Sections 20 and 21 bears N. $71^{\circ}\ 35'$ East 11.78 chains distant; thence South 88° East, 22 chains to a stake in the north half of Lot 8 of Section 21, marked S.2; thence, North $53^{\circ}\ 40'$ East, 21.90 chains to a stake in the southeast quarter of the northwest quarter of Section 21 marked S.1; thence North 67° East, 5.62 chains to a stake marked S.5; thence South $70^{\circ}\ 20'$ East, 11.61 chains to a stake in Lot 3 of Section 21 marked S.6; thence North 65° East 29 chains to a stake near the north boundary of Lot 4 of Section 21 marked S.7; thence North $13\ 1/2^{\circ}$ East 18.79

chains to a stake near the north boundary of Lot 1 of Section 21 marked S. 8, from which the southeast corner of Section 16 bears North 77° 55' East, 6.11 chains distant; thence North 14-3/4° West 13.48 chains to a fence post in the southeast quarter of the southeast quarter of Section 16 marked S. 9; thence North 65° 50' West, 32.98 chains to a stake in the Northwest quarter of the Southeast quarter of Section 16, marked S. 10; thence passing through the extreme northeast portion of the Southwest quarter of Section 16, North 19 1/2° West 23.05 chains to a point in the Southeast quarter of the Northwest quarter of Section 16, said point being in the middle of the channel of the Arroyo Seco Creek, from which point a witness stake marked S. 11, W.P. on the high Southeast bank of said Arroyo Seco Creek bears South 19 1/2° East 3.33 chains distant; thence in an easterly direction 48 chains a little more or less down the middle of the channel of said Arroyo Seco Creek and through the S 1/2 of the NW 1/4 and S 1/2 of the NE 1/4 of Section 16 to the intersection of said middle line of said channel with the east line of said Section 16; thence South along the east line of said Section 16 and along the eastline of Section 21 to the quarter section corner between Sections 21 and 22; thence West along the East and West line running through the center of Section 21 to the NW corner of Lot 7 of said Section 21; thence South along the West line of said Lot 7 to the SW corner of said Lot 7; thence West along the South line of Lot 8 of said Section 21 to the West line of Section 21; and thence South along the line between Sections 21 and 20 to the place of beginning. Being a part of Lots 1, 2 and 8 and of the SE 1/4 of NE 1/4 of Section 20; of Lots 1, 3, 4 and 8 and NW 1/4 of Section 21; and of NE 1/4 of SE 1/4, of SW 1/4, and of NW 1/4 of Section 16, in Township 19 South of Range 6 East, M.D.M.

EXCEPTING THEREFROM that portion thereof within the NW 1/4 of said Section 16.

ALSO LOTS 6, 7, 9, 10 and 11 of Section 21;
The N 1/2 of the NE 1/4 and the W 1/2 of Section 28, all in Township 19 South, Range 6 East, M.D.M.

EXCEPTING FROM SAID PARCEL 2, --AN UNDIVIDED 89/96ths interest in and to all minerals of every kind and description, including oil, gas, asphaltum, and other hydrocarbon substances, of every kind, name and nature which may be in, under and upon said lands, with full liberty of ingress and egress at all times for her and her heirs and assigns, her and their lessees, agents and workmen, in and upon the said lands and every part and parcel thereof; for the purpose of searching for, developing, drilling and by all manner of means mining for the said substances, or any of them, and for storing and removing such substances on and from said premises, with all necessary rights of way, and the right to use sufficient water from said premises for said purposes.

ALSO EXCEPTING FROM SAID PARCEL 2, a site for a reservoir in that portion of Vaquero Creek included within the above described premises, and to make and maintain a reservoir of water in the bed of said Creek, and to collect and divert from said creek the surplus waters of said creek over and above what may be necessary for domestic uses and for uses of stock, also the right to go across the lands hereinbefore described with a flume or ditch from said reservoir to other lands of A. B. Colburn, as recited in the deed from A.B.

Colburn, a single man, to Willis J. Towne, married, dated October 24, 1922, recorded October 30, 1922 in Volume 8 of Official Records at Page 222, Monterey County Records.

PARCEL 3:

(a) -- All that part of Section 15 in Township 19 South of Range 6 East, Mount Diablo Base and Meridian, described as follows, to-wit: BEGINNING at fence corner, the same being the center of Section 15, Township 19 South, Range 6 East, M.D.M., thence North through the center of said Section 15, 800 feet more or less to fence near road; thence South 81° 50' West, along fence 100 feet, more or less, to post marked R 27; thence South 64° 30' West, along fence 1316 feet to Live Oak Tree; thence North 82° 30' West, along fence 1394.0 feet to fence corner; thence South 5° 45' East, along fence 362 feet to fence corner; thence East along fence and the East and West line through the center of said Section 15 to the place of beginning. Courses all true, variation of magnetic needle being 17° 15' East.

(b) -- All that part of Section 15, Township 19 South, Range 6 East, Mount Diablo Meridian, described as follows, to-wit: BEGINNING at a point on the common boundary between the lands of Willis J. Towne and Karl T. Romie in Section 15, T. 19 S., R. 6 E., M.D.M., said point being also on the southern boundary of the right of way of County Road No. 308, said point of beginning being situated North 340.2 feet and South 81 1/2° East, 751 feet from the 1/4 corner between Sections 15 & 16, T. 19 S., R. 6 E., M.D.M., and running from said point of beginning along the southern boundary of said County Road No. 308, in an easterly direction along a curve (the center of which bears North 8° 30' East, 645 feet distant) 335 feet to station (from which the center of last mentioned curve bears North 21° 15' West, 645 feet distant); thence easterly along a curve to the right (the center of which bears South 21° 15' East, 1480 feet distant) 695 feet to Station (from which the center of last mentioned curve bears South 5° 30' West, 1480 feet distant); thence, easterly on a curve to the left (the center of which bears North 5° 30' East, 380 feet distant) 196 feet to station; said station being on the common boundary between the lands of Willis J. Towne, and Karl T. Romie (from which point the center of last mentioned curve bears North 24° 30' West, 380 feet distant); thence along the common boundary between the lands of Willis J. Towne and Karl T. Romie, South 65° 30' West, 625 feet to station; thence North 81° 30' West, 640 feet to the point of beginning. The above described property being entirely within the boundary of Section 15, T. 19 S., R. 6 East, M.D.M.,

EXCEPTING AND RESERVING unto the grantors herein, all minerals of every kind and description, including oil, gas, asphaltum, and other hydrocarbon substances, of every kind, name and nature which may be in, under or upon the premises hereinbefore described as PARCEL 3, with full liberty of ingress and egress at all times for said grantors, their heirs and assigns, and their lessees, agents and workmen, in and upon the said lands and every part and parcel thereof, for the purpose of searching for, developing, drilling, and by all manner of means mining for the said substances or any of them, and for storing and removing such substances on and from said premises, with all necessary rights of way, and the right to use sufficient water from

said premises for said purposes, - as recited in the Deed from May S. Overhouse, formerly May Shinn Towne, Edith B. Abbott, Robert J. Towne, and Willis J. Towne, to Una G. Pettitt Evans, a married woman, dated January 27, 1942 and recorded February 5, 1942 in Volume 756 Official Records at Page 219, Monterey County Records.

PARCEL 4:

The Southeast quarter of Section 15;
The East half of Northeast quarter of Section 22; and
The West half of the Northwest quarter of Section 23, all in Township 19 South, Range 6 East, Mount Diablo Base and Meridian.

EXCEPTING from the W 1/2 of NW 1/4 of Section 23, that portion more particularly described as follows: BEGINNING at the northwest corner of said above mentioned Section 23; thence along the north line of said Section 23, 1326.6 feet more or less, to the northeast corner of the said above mentioned W 1/2 of NW 1/4 of said Section 23; thence along the east line of said W 1/2 of said NW 1/4, southerly one-half mile more or less to the southeast corner of said W 1/2 of the NW 1/4 of said Section 23; thence northwesterly and diagonally through said W 1/2 of said NW 1/4 of said Section 23 to the place of beginning,

ALSO EXCEPTING AND RESERVING FROM SAID PARCEL 4 - unto the parties of the first part, their heirs and assigns, all minerals, rock and mineral substances, stone and rock of every kind and description, including oil, gas, asphaltum, and other hydrocarbon substances of every kind, name and nature which may be in, upon or under the land granted by this deed, with full liberty of ingress and egress at all times for the, the said parties of the first part, their heirs and assigns, their lessees, agents, and workmen, in and upon the said lands and every part and parcel thereof, for the purpose of searching and exploring for, developing, drilling, and by all manner of means mining for the said substances or any of them, and for storing and removing such substances on and from the said premises, with all necessary rights of way whether for the passage of vehicles of all kinds, pipe lines, or telephone lines, and the use of sufficient water from said premises, for said purposes, - as recited in the Deed from J. A. Bardin, et al, to Una G. Pettitt, a widow, dated November 3, 1922 and recorded November 16, 1922 in Volume 8 of Official Records at Page 279, Monterey County Records.

ALSO EXCEPTING THEREFROM all that portion conveyed to Richard Clark Douglas, et ux, by Deed recorded December 10, 1968 on Reel 584 Official Records Page 366.

ALSO EXCEPTING THEREFROM all that portion conveyed to Velton Tidwell, et al., by deed recorded June 13, 1979 on Reel 1337 Official Records Page 721

PARCEL 5:

Part of the South 1/2 of Northeast 1/4 of Section 15 in Township 19 South, Range 6 East, Mount Diablo Meridian, described as follows:

BEGINNING at a 4" x 4" post marked "LNW2-1/2" standing in fence on the southerly side of the Greenfield-Arroyo Seco Road, from which

a large rock marked "R.A.S'2", the southeasterly corner of the Rancho Arroyo Seco bears North 15° East, 1211.0 feet distant; thence North $20^{\circ} 30'$ West, 20.0 feet to center of said road; thence along center of the Arroyo Seco Road, (width 40 feet) with the following three (3) courses and distances; South $69^{\circ} 30'$ West, 254.2 feet to the center of a bridge crossing the Reliz Creek, from which a 4" x 4" post marked "LNW2" bears South 77° East, 30 feet distant; thence South $88^{\circ} 30'$ West, 280 feet and South 85° West 730 feet to a point on line between the Northeast quarter and Northwest quarter of said Section 15; thence leave said Greenfield-Arroyo Seco Road and to and along fence on line between the Northeast quarter and Northwest quarter of said Section 15, South $0^{\circ} 10'$ East, 808 feet to the center of said Section 15; thence along the line between the Northeast quarter and the Southeast quarter of said Section 15, South $88^{\circ} 35'$ East, 1396 feet to a point at the foot of a bluff; thence leave the last mentioned line and along the foot of said bluff with the following seven (7) courses and distances:

North $41^{\circ} 30'$ West 132 feet to a 4" x 4" post marked "LNW4";
 North $10^{\circ} 05'$ West 140 feet;
 North $25^{\circ} 40'$ West 72 feet;
 North 20° West, 88 feet;
 North $15^{\circ} 14'$ East, 175 feet to a white oak tree;
 North $9^{\circ} 30'$ East, 230.6 feet; and
 North $8^{\circ} 30'$ East, 212.0 feet for a 4" x 4" post marked "LNW3"

thence leave the foot of said bluff, and running West, 90.9 feet to the place of beginning. Courses all true, variation of the magnetic needle being $17^{\circ} 30'$ East.

EXCEPTING FROM PARCELS 4 and 5, those certain tracts designated on the Map of Survey of property of Frederick A. Evans, et al., filed for public record May 27, 1949 in Volume 4 of Surveys at Page 60, Monterey County Records; said tracts being designated on said Map as containing 6.594 acres; 1.704 acres; 1.313 acres and 1.576 acres (all gross areas), and being the same property as conveyed by Thomas N. Petersen, et al, to Coast Counties Land Title Company, a corporation, by Deed dated April 27, 1950 and recorded August 31, 1950 in Volume 1242 Official Records at Page 242, Monterey County Records.

EXCEPTING FROM PARCEL 5, - AN UNDIVIDED ONE-HALF $91/2$) INTEREST in and to all minerals, of every kind and description, including oil, gas, asphaltum, and other hydrocarbon substances, of every kind, name and nature, which may be in, under and upon said lands, with full liberty of ingress and egress at all times for her and her heirs and assigns, her and their lessees, agents and workmen, in and upon the said lands and every part and parcel thereof; for the purpose of searching for, developing, drilling and by all manner of means mining for the said substances, or any of them, and for storing and removing such substances on and from said premises, with all necessary rights of way; and the right to use sufficient water from said premises for said purposes, as excepted in the deed from Una G. Pettitt Evans recorded December 4, 1946 in Volume 937 Official Records Page 369.

ALSO EXCEPTING all of that portion containing 0.932 acres conveyed by Fred Reich, et al, to County of Monterey, by Deed dated July 10, 1949 and recorded August 31, 1950 in Volume 1242 Official Records at Page 246, Monterey County Records.

PARCEL 6:

The Southwest quarter of Northeast quarter of Section 22, Township 19 South, Range 6 East, Mount Diablo Base and Meridian.

EXCEPTING AND RESERVING FROM SAID PARCEL 6, to the United States, all the oil and gas in the lands so patented and to it or persons authorized by it, the right to prospect for, mine and remove such deposits from the same upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat., 509), as recited in the Patent of record for said lands.

ALSO EXCEPTING from the southeast quarter of Section 15 and from the Northeast 1/4 of Section 22 and from the North west 1/4 of Section 23, all that portion thereof conveyed to Richard Clark Douglas, et ux by deed dated September 18, 1968 and recorded December 10, 1968 on Reel 584 Official Records at page 366, Monterey County Records.

ALSO EXCEPTING THEREFROM all that portion conveyed to Velton Tidwell, et al, by deed recorded June 13, 1979, on Reel 1337 Official Records Page 721.

ALSO EXCEPTING from the southwest quarter of the northeast quarter, and the southeast quarter of Section 15, and the north one-half of the northeast quarter of Section 22, Township 19, South, Range 6 East, M.D.B. & M. the following:

Parcel "A", as said parcel is shown on the survey map recorded September 22, 1983 in Volume 13 of Surveys, at Page 127, Monterey County Records.

PARCEL 7:

Situate in Section 22, T. 19 S., R. 6 E., M.D.M., Monterey County, California and being more particularly described as follows:

An easement for ingress and egress and for the purpose of a well and its appurtenances 60 feet wide lying northwesterly of and contiguous to the following described line:

Beginning at the most easterly corner of Parcel A, as said Parcel is shown on the Survey Map recorded September 22, 1983 in Volume 13 of Surveys, at Page 127, Monterey County Records, said corner being in the centerline of Reliz Canyon road (a county road, 40 feet wide); thence from said point of beginning along the southeasterly boundary of said Parcel "A".

(1) S. 71° 22' 00" W., 548.51 feet to the end of described line.

Excepting from the 7 parcels described above, all that portion lying within the West half of the West half of Section 15, all that portion lying within Section 16, and all that portion lying within U.S. Lots 1 and 2 and the Northeast quarter of Section 20 all in Township 19 South, Range 6 East.

EXHIBIT "B"

LAND CONSERVATION AGREEMENT

COMPATIBLE USES

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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.

12. Removal of natural materials.

END OF DOCUMENT

