

# Attachment C

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REEL 595 PAGE 443

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RECORDED AT REQUEST OF

*William H. Stoffers*

FEB 28 4 07 PM '69

## LAND CONSERVATION AGREEMENT

OFFICE OF THE CLERK  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

NO FEE

NO FEE

THIS AGREEMENT made and entered into this 31st day of January, 1969, ~~1968~~, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "County", and LUCIO ECHENIQUE, LUIS P. ECHENIQUE, FRANCIS D. ECHENIQUE and RICARDO ECHENIQUE 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. 69-12) heretofore established by County by Resolution No. 69-35-12; 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

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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

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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

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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 12, 1969 and by County on February 18, 1969.

COUNTY OF MONTEREY

By W. A. Branson  
Chairman, Board of Supervisors

ATTEST:

Emmet G. McMenamin  
Clerk of said Board.

By Bella H. Feuring  
Deputy

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Francis D. Echenique  
Ricardo Echenique  
Lucio Echenique  
Luis Echenique  
 Owner

STATE OF CALIFORNIA )  
 COUNTY OF MONTEREY ) ss.

On this 18th day of February, 1969, 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 St. Feiring  
 Deputy

STATE OF CALIFORNIA,  
 County of Monterey ss.  
 On this 12th day of February

in the year one thousand nine hundred and sixty-nine  
 before me, Raymond W. Shellooe  
 a Notary Public in and for the County of  
Monterey, State of California, residing therein,  
 duly commissioned and sworn, personally appeared Francis D. Echenique, Ricardo  
Echenique, Lucio Echenique and Luis Echenique  
 known to me to be the persons whose names are subscribed to the within instru-  
 ment, and acknowledged to me that they executed the same.  
 IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
 in the said County of Monterey the day and year in this  
 certificate first above written.

Raymond W. Shellooe  
 Notary Public in and for the County of Monterey State of California.  
 My Commission Expires March 18, 1971.

(Acknowledgment-General)  
 ATTORNEYS' PRINTING SUPPLY FORM NO. 6

EXHIBIT "A"

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

PARCEL 1:

A part of Ranchos San Lucas and San Bernardo in the County of Monterey, State of California, being a part of Lot 1 as said Lot 1 is shown and so designated on that certain Map Number 1 accompanying the report of the referees in Suit Number 2307 in the Superior Court of the State of California, in and for the County of Monterey, entitled, "TERESA JOHNSON, et al, vs. JULIUS A. TRESCONY, et al", filed in Volume 1 of Surveys, at page 34, records of Monterey County, California, said part being particularly described as follows, to-wit:

Beginning at a 4 inch by 8 inch redwood post marked "M.T.132" and standing on the line between Lots 1 and 2 as said lots are shown and so designated on the above mentioned filed map, said post also being at the intersection of the southeasterly line of the San Lucas-Jolon Road (width 60.0 feet) with the southwesterly line of the San Lucas-Paris Valley Road (width 40.0 feet) and from which the most northerly corner of said Lot 1 bears along said lot line, N. 50° 30' E., 2658.5 feet distant; thence running along said lot line and southeasterly line of said San Lucas-Jolon Road, S. 50° 30' W., 8332.2 feet to a point in the centerline of said San Lucas-Jolon Road and from which station JR22 of the Jolon Road survey bears N. 22° W., 9.46 feet distant and a 4 inch by 4 inch post marked "L1, L2, WP" standing in said lot line and in the westerly line of said Jolon Road bears S. 50° 30' W., 31.46 feet distant; thence leave said lot line and following along the centerline of said Jolon Road, S. 22° E., 584.54 feet to station JR 23 of said road survey; thence S. 18° E., 1560.24 feet to station JR 24; thence along the arc of a circular curve to the right (the center of which bears S. 72° W., 726.66 feet distant) for a distance of 447.27 feet to station JR 25; thence S. 17° 16' W., 778.1 feet to a point; thence leave said centerline of said Jolon Road and running along the southerly side of a private road N. 73° 57' E., 1131.6 feet, at 35.9 feet, a 1½ inch iron pipe, top 2 feet below the top of a cattle guard, standing in the southeasterly line of the San Lucas-Jolon Road, 1131.6 feet to a 4 inch by 4 inch post marked "JGT, 2A"; thence N. 41° 54' E., 46.7 feet to a 3 inch by 4 inch post marked "JAT 68"; thence N. 57° 34' E., 243.7 feet; thence N. 72° 56' E., 228.0 feet to a 3 inch by 4 inch post marked "JAT 61"; thence S. 88° 50' E., 136.6 feet; thence leave said private road and running along a fence with the following 132 courses and distances:

- (1) S. 88° 50' E., 130.8 feet to fence post MT 1; thence
- (2) N. 86° 10' E., 108.8 feet to fence post MT 2; thence
- (3) N. 79° 10' E., 67.8 feet to fence post MT 3; thence
- (4) N. 65° 30' E., 244.3 feet to fence post MT 4; thence
- (5) N. 71° 40' E., 67.4 feet to fence post MT 5; thence
- (6) N. 81° 05' E., 67.3 feet to fence post MT 6; thence
- (7) S. 85° E., 67.8 feet to fence post MT 7; thence
- (8) S. 77° 50' E., 222.9 feet to fence post MT 8; thence
- (9) S. 75° 20' E., 45.9 feet to fence post MT 9; thence



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- (10) S. 80° 44' E., 66.8 feet to fence post MT 10; thence
- (11) N. 82° 26' E., 61.3 feet to old survey post T 61; thence
- (12) N. 55° 16' E., 69.7 feet to fence post MT 12; thence
- (13) N. 35° 56' E., 135.4 feet to fence post MT 13; thence
- (14) N. 44° 31' E., 67.3 feet to fence post MT 14; thence
- (15) N. 49° 16' E., 66.6 feet to fence post MT 15; thence
- (16) N. 62° 16' E., 201.3 feet to fence post MT 16; thence
- (17) N. 45° 11' E., 200.9 feet to fence post MT 17; thence
- (18) N. 63° 46' E., 44.6 feet to fence post MT 18; thence
- (19) N. 73° 16' E., 45.4 feet to fence post MT 19; thence
- (20) N. 81° 16' E., 44.5 feet to fence post MT 20; thence
- (21) S. 88° 19' E., 108.6 feet to fence post MT 21; thence
- (22) S. 75° 54' E., 91.8 feet to fence post MT 22; thence
- (23) S. 58° 42' E., 201.4 feet to fence post MT 23; thence
- (24) S. 66° 12' E., 67.3 feet to fence post MT 24; thence
- (25) S. 73° 49' E., 67.4 feet to fence post MT 25; thence
- (26) S. 86° 59' E., 65.6 feet to fence post MT 26; thence
- (27) N. 89° 01' E., 134.6 feet to fence post MT 27; thence
- (28) S. 84° 34' E., 202.7 feet to fence post MT 28; thence
- (29) S. 87° 49' E., 176.6 feet to fence post MT 29; thence
- (30) N. 83° 41' E., 90.1 feet to fence post MT 30; thence
- (31) N. 75° 41' E., 267.9 feet to fence post MT 31; thence
- (32) N. 87° 02' E., 268.3 feet to fence post MT 32; thence
- (33) N. 75° 02' E., 51.1 feet to fence post MT 33; thence
- (34) N. 64° 32' E., 33.7 feet to fence post MT 34; thence
- (35) N. 56° 12' E., 46.6 feet to fence post MT 35; thence
- (36) N. 44° 47' E., 247.4 feet to fence post MT 36; thence

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- (37) N. 35° 32' E., 65.3 feet to fence post MT 37; thence
- (38) N. 24° 47' E., 68.2 feet to fence post MT 38; thence
- (39) N. 16° 57' E., 201.3 feet to fence post MT 39; thence
- (40) N. 29° 47' E., 80.9 feet to fence post MT 40; thence
- (41) N. 53° 47' E., 66.7 feet to fence post MT 41; thence
- (42) N. 69° 47' E., 214.8 feet to fence post MT 42; thence
- (43) N. 53° 47' E., 35.6 feet to fence post MT 43; thence
- (44) N. 41° 47' E., 130.0 feet to fence post MT 44; thence
- (45) N. 49° 17' E., 43.2 feet to fence post MT 45; thence
- (46) N. 57° 17' E., 36.4 feet to fence post MT 46; thence
- (47) N. 78° 32' E., 264.6 feet to fence post MT 47; thence
- (48) N. 65° 57' E., 263.8 feet to fence post MT 48; thence
- (49) N. 49° 47' E., 134.4 feet to fence post MT 49; thence
- (50) N. 61° 57' E., 159.3 feet to fence post MT 50; thence
- (51) N. 43° 47' E., 36.6 feet to fence post MT 51; thence
- (52) N. 15° 11' E., 65.8 feet to fence post MT 52; thence
- (53) N. 6° 59' W., 202.6 feet to fence post MT 53; thence
- (54) N. 19° 21' E., 59.3 feet to fence post MT 54; thence
- (55) N. 42° 31' E., 64.5 feet to fence post MT 55; thence
- (56) N. 56° 11' E., 153.5 feet to fence post MT 56; thence
- (57) N. 56° 11' E., 109.6 feet to fence post MT 57; thence
- (58) N. 63° 41' E., 66.9 feet to fence post MT 58; thence
- (59) N. 81° 11' E., 66.6 feet to fence post MT 59; thence
- (60) S. 82° 29' E., 196.6 feet to fence post MT 60; thence
- (61) N. 79° 41' E., 66.8 feet to fence post MT 61; thence
- (62) N. 58° 11' E., 64.0 feet to fence post MT 62; thence
- (63) N. 45° 31' E., 327.5 feet to fence post MT 63; thence
- (64) N. 79° 01' E., 198.9 feet to fence post MT 64; thence

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- (65) N. 83° 41' E., 197.5 feet to fence post MT 65; thence
- (66) N. 73° 11' E., 64.8 feet to fence post MT 66; thence
- (67) N. 49° 33' E., 65.2 feet to fence post MT 67; thence
- (68) N. 32° 13' E., 64.3 feet to fence post MT 68; thence
- (69) N. 9° 43' E., 153.0 feet to fence post MT 69; thence
- (70) N. 36° 43' E., 196.0 feet to fence post MT 70; thence
- (71) N. 14° 33' E., 45.2 feet to fence post MT 71; thence
- (72) N. 10° 27' W., 66.3 feet to fence post MT 72; thence
- (73) N. 30° 55' W., 199.6 feet to fence post MT 73; thence
- (74) N. 12° 25' W., 67.3 feet to fence post MT 74; thence
- (75) N. 11° 45' E., 66.6 feet to fence post MT 75; thence
- (76) N. 33° 05' E., 67.5 feet to fence post MT 76; thence
- (77) N. 37° 05' E., 134.0 feet to fence post MT 77; thence
- (78) N. 27° E., 133.0 feet to fence post MT 78; thence
- (79) N. 5° 25' E., 66.2 feet to fence post MT 79; thence
- (80) N. 10° 58' W., 86.1 feet to fence post MT 80; thence
- (81) N. 23° 58' W., 45.4 feet to fence post MT 81; thence
- (82) N. 39° 58' W., 134.3 feet to fence post MT 82; thence
- (83) N. 29° 23' W., 267.4 feet to fence post MT 83; thence
- (84) N. 49° 38' W., 63.8 feet to fence post MT 84; thence
- (85) N. 84° 53' W., 177.0 feet to fence post MT 85; thence
- (86) N. 32° 58' W., 55.5 feet to fence post MT 86; thence
- (87) N. 16° 28' W., 64.3 feet to fence post MT 87; thence
- (88) N. 8° 58' W., 115.9 feet to fence post MT 88; thence
- (89) N. 6° 07' E., 66.5 feet to fence post MT 89; thence
- (90) N. 21° 42' E., 156.4 feet to fence post MT 90; thence
- (91) N. 13° 12' E., 47.4 feet to fence post MT 91; thence
- (92) N. 6° 28' W., 152.4 feet to fence post MT 92; thence

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- (93) N. 1° 42' E., 48.6 feet to fence post MT 93; thence
- (94) N. 12° 22' E., 133.8 feet to fence post MT 94; thence
- (95) N. 19° 12' E., 132.9 feet to fence post MT 95; thence
- (96) N. 10° 22' E., 155.6 feet to fence post MT 96; thence
- (97) N. 21° 17' E., 66.5 feet to fence post MT 97; thence
- (98) N. 29° 32' E., 68.4 feet to fence post MT 98; thence
- (99) N. 35° 32' E., 45.4 feet to fence post MT 99; thence
- (100) N. 48° 02' E., 46.4 feet to fence post MT 100; thence
- (101) N. 58° 32' E., 221.9 feet to fence post MT 101; thence
- (102) N. 47° 32' E., 66.5 feet to fence post MT 102; thence
- (103) N. 30° 42' E., 66.2 feet to fence post MT 103; thence
- (104) N. 12° 32' E., 65.8 feet to fence post MT 104; thence
- (105) N. 37° 48' W., 328.2 feet to fence post MT 105; thence
- (106) N. 28° 45' W., 56.0 feet to fence post MT 106; thence
- (107) N. 18° 41' W., 37.7 feet to fence post MT 107; thence
- (108) N. 2° 59' E., 71.7 feet to fence post MT 108; thence
- (109) N. 17° 25' E., 71.4 feet to fence post MT 109; thence
- (110) N. 26° 43' E., 238.2 feet to a 4 inch by 4 inch telephone pole  
marked "MT 110" and standing in the fence on the southwesterly side of  
the County Road leading from San Lucas to Paris Valley; thence continuing  
along said fence and along the southwesterly side of said San Lucas-Paris  
Valley County Road (width 40.0 feet)
- (111) N. 34° 58' W., 208.9 feet to fence post MT 111; thence
- (112) N. 47° 18' W., 42.3 feet to fence post MT 112; thence
- (113) N. 52° 23' W., 126.2 feet to fence post MT 113; thence
- (114) N. 45° 51' W., 85.2 feet to fence Post MT 114; thence
- (115) N. 41° 46' W., 202.2 feet to fence post MT 115; thence
- (116) N. 51° 28' W., 31.4 feet to fence post MT 116; thence
- (117) N. 57° 50' W., 28.2 feet to fence post MT 117; thence

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- (118) N. 61° 56' W., 296.6 feet to fence post MT 118; thence
- (119) N. 57° 18' W., 41.7 feet to fence post MT 119; thence
- (120) N. 53° 16' W., 290.9 feet to fence post MT 120; thence
- (121) N. 54° 33' W., 242.5 feet to fence post MT 121; thence
- (122) N. 68° 01' W., 129.7 feet to fence post MT 122; thence
- (123) N. 86° 18' W., 207.8 feet to fence post MT 123; thence
- (124) N. 81° 39' W., 47.2 feet to fence post MT 124; thence
- (125) N. 77° 29' W., 191.7 feet to a 2 inch by 3 inch white post marked "3"; thence
- (126) N. 79° 15' W., 152.7 feet to fence post MT 126; thence
- (127) N. 49° 19' W., 129.1 feet to fence post MT 127; thence
- (128) N. 53° 07' W., 187.9 feet to fence post MT 128; thence
- (129) N. 59° 46' W., 46.8 feet to fence post MT 129; thence
- (130) N. 65° W., 70.0 feet to fence post MT 130; thence
- (131) N. 71° 46' W., 69.9 feet to fence post MT 131; thence
- (132) N. 83° 55' W., 139.5 feet to the place of beginning.

Courses all true.

Containing a gross area of 1014.39 acres of land, of which 2.43 acres lie within the limits of the San Lucas-Jolon County Road, leaving a net area of 1011.96 acres of land.

Excepting therefrom, however, and reserving to the grantor, his heirs, and assigns, an undivided one-half (1/2) of all mineral deposits, oil, gas and other hydrocarbons, on or below the surface of said lands, and an undivided one-half (1/2) of all mineral substances and mineral oils; with the right to mine, extract and ship therefrom one-half (1/2) of all such substances with free right to ingress and egress to and over all of such lands as may be necessary for such purposes.

It being understood, however, that from and after ten (10) years after date hereof, the grantees, their heirs and assigns, shall be entitled to all the cash rentals received on all mineral, oil and gas leases covering the said lands, but excepting, however, said grantors one-half (1/2) of all minerals deposits, oil, gas and other hydrocarbons produced and/or sold on or from the aforesaid lands, and delivered or paid as royalties or rent, as reserved in the deed from M. C. Madsen to Lucio Echenique et al, dated March 27, 1952 and recorded March 28, 1952 in Volume 1370 Official Records at page 197, Monterey County Records.

PARCEL 2:

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A part of Ranchos San Lucas and San Bernardo in the County of Monterey, State of California, being a part of Lot 1 as said Lot 1 is shown and so designated on that certain Map Number 1 accompanying the report of the referees in Suit Number 2307 in the Superior Court of the State of California, in and for the County of Monterey, entitled, "Teresa Johnson et al, vs. Julius A. Trescony et al", filed for record in Volume 1 of Surveys, at page 34, Records of Monterey County, California, said part being particularly described as follows, to-wit:

Beginning at the corner common to Lots 1, 2 and 4 as said corner and said lots are shown and so designated on above mentioned filed map, and running thence along the common boundary between Lots 1 and 4 with the following two courses and distances:

(1) S. 43° E., 936.5 feet, more or less, to the boundary line common to the Rancho San Lucas and the Rancho San Bernardo, as said Ranchos are shown and so designated on said filed map; thence leave said boundary line and running

(2) S. 51° 15' E., 2297.3 feet to station; thence leave said common boundary of said Lots 1 and 4 and running

(3) S. 50° 13' W., 2070.9 feet to a 1 inch steel bar standing in the centerline of the San Lucas-Paris Valley Road (a county road 40.0 feet wide); thence leave said centerline of said road and running

(4) S. 42° 43' W., 20.3 feet to a 3 inch by 4 inch post marked "JAT 81" standing in the southwesterly line of said San Lucas-Paris Valley Road; thence running along said southwesterly line of said road with the following twenty-three (23) courses and distances:

(5) N. 46° 58' W., 522.3 feet to a 4" x 4" telephone pole marked "MT110" and standing in the fence on the southwesterly side of said county road; thence running along said fence and along the southwesterly side of said county road

(6) N. 34° 58' W., 208.9 feet to fence post MT111; thence

(7) N. 47° 18' W., 42.3 feet to fence post MT112; thence

(8) N. 52° 23' W., 126.2 feet to fence post MT 113; thence

(9) N. 45° 51' W., 85.2 feet to fence post MT 114; thence

(10) N. 41° 46' W., 202.2 feet to fence post MT 115; thence

(11) N. 51° 28' W., 31.4 feet to fence post MT 116; thence

(12) N. 57° 50' W., 28.2 feet to fence post MT 117; thence

(13) N. 61° 56' W., 296.6 feet to fence post MT 118; thence

(14) N. 57° 18' W., 41.7 feet to fence post MT 119; thence

(15) N. 53° 16' W., 290.9 feet to fence post MT 120; thence

(16) N. 54° 33' W., 242.5 feet to fence post MT 121; thence

(17) N. 63° 01' W., 129.7 feet to fence post MT 122; thence

(18) N. 86° 18' W., 207.8 feet to fence post MT 123; thence

(19) N. 81° 39' W., 47.2 feet to fence post MT 124; thence

(20) N. 77° 29' W., 191.7 feet to a 2" x 3" white post marked "3"; thence

(21) N. 79° 15' W., 152.7 feet to fence post MT 126; thence

(22) N. 49° 19' W., 129.1 feet to fence post MT 127; thence

(23) N. 53° 07' W., 187.9 feet to fence post MT 128; thence

(24) N. 59° 46' W., 46.8 feet to fence post MT 129; thence

(25) N. 65° W., 70.6 feet to fence post MT 130; thence

(26) N. 71° 46' W., 69.9 feet to fence post MT 131; thence

(27) N. 83° 55' W., 139.5 feet to a 4" x 8" redwood post marked "MT 132"

and standing on the line between Lots 1 and 2, as said lots are shown and so designated on said filed map, said post also being at the intersection of the southeasterly line of the San Lucas-Jolon Road (a county road 60.0

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feet wide) with the southwesterly line of the said San Lucas-Paris Valley Road; thence leave said road lines and running along the northwesterly line of Lot 1

(28) N.  $50^{\circ} 30'$  E., 2658.5 feet to the place of beginning.

Courses all true.

CONTAINING a gross area of 156.78 acres of land, more or less.

PARCEL 3:

All that part of Lot 1, as shown on Map No. 1 accompanying Report of Referees in Action No. 2307 in the Superior Court of the State of California, in and for the County of Monterey, entitled, "Teresa Johnson et al, vs. Julius A. Trescony et al", and being a part of the Ranchos San Lucas and San Bernardo described as follows, to-wit:

BEGINNING at the northeast corner of the Rancho San Lucas in the boundary of Rancho San Bernardo, said corner being Patent Survey Corner SI2, SB,

thence along the southwesterly boundary of said Rancho San Bernardo

(1) S.  $48^{\circ} 30'$  E., 2515.3 feet to a 6" x 6" post marked TP1, SB, PL,

standing at the common corner of Lots 1 and 2 of said Rancho San Bernardo; thence along line between said lots

(2) N.  $40^{\circ} 14'$  E., 6349.2 feet, at 5049.0 feet a 4" x 4" post marked WP TPB, standing on bank of Salinas River from which a live oak tree, 24 inches, in diameter, bears N.  $12^{\circ}$  W., 109.56 feet distant; and the north fork of a double cottonwood tree bears S.  $74^{\circ}$  E., 63.5 feet distant, 6349.2 feet to a point in the Salinas River bed; thence down said river with the following 5 courses and distances:

(3) N.  $44^{\circ} 30'$  W., 5940.0 feet;

(4) N.  $59^{\circ} 00'$  W., 2310.0 feet;

(5) N.  $67^{\circ} 00'$  W., 4620.0 feet;

(6) N.  $81^{\circ} 00'$  W., 4620.0 feet; and

(7) N.  $51^{\circ} 15'$  W., 311.7 feet; thence leave said river bed and running

(8) S.  $50^{\circ} 13'$  W., 2070.9 feet, at 2050.5 feet a 4" x 4" post marked

PVR, 35, JAT, standing in the northeasterly line of the Paris Valley

County Road, 2070.9 feet to center line of said road; thence along the

center line of said Paris Valley Road with the following 34 courses

and distances:

(9) S.  $30^{\circ} 58'$  E., 396.7 feet;

(10) S.  $9^{\circ} 59'$  E., 424.0 feet;

(11) S.  $27^{\circ} 39'$  E., 393.6 feet;

(12) S.  $1^{\circ} 29'$  W., 269.0 feet;

(13) S.  $10^{\circ} 32'$  E., 193.2 feet;

(14) S.  $24^{\circ} 50'$  E., 141.0 feet;

(15) S.  $34^{\circ} 23'$  E., 948.1 feet;

(16) S.  $35^{\circ} 35'$  E., 243.9 feet;

(17) S.  $63^{\circ} 48'$  E., 237.9 feet;

(18) S.  $37^{\circ} 30'$  E., 549.3 feet;

(19) S.  $22^{\circ} 01'$  E., 425.0 feet;

(20) S.  $53^{\circ} 06'$  E., 191.3 feet;

(21) S.  $27^{\circ} 33'$  E., 249.3 feet;

(22) S.  $36^{\circ} 36'$  E., 146.5 feet;

(23) S.  $74^{\circ} 30'$  E., 200.7 feet;

(24) S.  $51^{\circ} 31'$  E., 130.5 feet;

(25) S.  $36^{\circ} 33'$  E., 180.0 feet;

(26) S.  $28^{\circ} 18'$  E., 663.5 feet;

(27) S.  $17^{\circ} 27'$  E., 229.8 feet;

(28) S.  $38^{\circ} 16'$  E., 110.1 feet;

(29) S.  $61^{\circ} 11'$  E., 219.9 feet;

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(30) S. 40° 41' E., 360.1 feet;  
 (31) S. 31° 10' E., 332.5 feet;  
 (32) S. 45° 16' E., 256.0 feet;  
 (33) S. 34° 38' E., 248.0 feet;  
 (34) S. 31° 41' E., 232.5 feet;  
 (35) S. 40° 34' E., 343.9 feet;  
 (36) S. 35° 12' E., 263.2 feet;  
 (37) S. 31° 12' E., 325.4 feet;  
 (38) S. 44° 46' E., 308.1 feet;  
 (39) S. 34° 56' E., 417.6 feet;  
 (40) S. 41° 50' E., 299.1 feet;  
 (41) S. 47° 58' E., 237.9 feet;  
 (42) S. 37° 59' E., 4931.5 feet to the intersection with the southeasterly boundary of the said Rancho San Lucas; thence leave road and along said Rancho Boundary  
 (43) N. 43° 11' E., 2860.2 feet to the place of beginning.  
 CONTAINING a gross area of 2672.67 acres of land, more or less, including 6.98 acres in the Paris Valley Road, leaving a net area of 2671.69 acres of land, more or less.  
 Courses all true. (See Exception on Page 20)

PARCEL 4:

A part of Ranchos San Lucas and San Bernardo in County of Monterey, State of California, being a part of Lot 1 as said lot 1 is shown and so designated on that certain Map Number 1 accompanying the report of the referees in Suit Number 2307 in the Superior Court of the State of California, in and for the County of Monterey, entitled "Teresa Johnson et al, vs. Julius A Treseony et al" filed for record in Volume 1 of Surveys, at page 34, records of Monterey County, California, said part being particularly described as follows, to-wit:

Beginning at a point in the center line of the San Lucas, Jolon Road (a county road 60 feet wide) from which Survey Station JR25, as shown and so designated on said filed map, bears N. 17° 16' E., 778.1 feet distant, said point of beginning being the most southerly corner of that certain 1011.96 acre tract of land conveyed by Julius G. Treseony et ux to M. C. Madson by deed dated March 18, 1940, recorded in Volume 663 of Official Records at page 1, records of Monterey County, California; thence leave said centerline and running along the boundary of said 1011.96 acre tract of land along the southerly side of a private road, N. 73° 57' E., 1131.6 feet, at 35.9 feet a 1½ inch iron pipe, top 2 feet below the top of a cattle guard, standing in the southeasterly line of the San Lucas-Jolon Road, 1131.6 feet to a 4" x 4" post marked "JGT 2A"; thence N. 41° 54' E., 46.7 feet to a 2" x 4" post marked "JAT 68"; thence N. 57° 34' E., 248.7 feet; thence N. 72° 56' E., 228.0 feet to a 3" x 4" post marked "JAT 61"; thence S. 88° 50' E., 136.6 feet; thence leave said private road and running along a fence with the following one hundred and ten (110) courses and distances:

- (1) S. 88° 50' E., 130.8 feet to fence post MT 1; thence
- (2) N. 65° 10' E., 103.8 feet to fence post MT 2; thence
- (3) N. 79° 10' E., 67.8 feet to fence post MT 3; thence
- (4) N. 65° 30' E., 244.3 feet to fence post MT 4; thence
- (5) N. 71° 40' E., 67.4 feet to fence post MT 5; thence
- (6) N. 81° 05' E., 67.3 feet to fence post MT 6; thence
- (7) S. 85° E., 67.8 feet to fence post MT 7; thence
- (8) S. 77° 50' E., 222.9 feet to fence post MT 8; thence

9.



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(9) S. 75° 20' E., 45.9 feet to fence post MT 9; thence  
 (10) S. 30° 44' E., 66.8 feet to fence post MT 10; thence  
 (11) N. 32° 26' E., 61.3 feet to old survey post T 61; thence  
 (12) N. 55° 16' E., 69.7 feet to fence post MT 12; thence  
 (13) N. 35° 56' E., 135.4 feet to fence post MT 13; thence  
 (14) N. 44° 31' E., 67.3 feet to fence post MT 14; thence  
 (15) N. 49° 16' E., 66.6 feet to fence post MT 15; thence  
 (16) N. 62° 16' E., 201.3 feet to fence post MT 16; thence  
 (17) N. 45° 11' E., 200.9 feet to fence post MT 17; thence  
 (18) N. 63° 46' E., 44.6 feet to fence post MT 18; thence  
 (19) N. 73° 16' E., 45.4 feet to fence post MT 19; thence  
 (20) N. 81° 16' E., 44.5 feet to fence post MT 20; thence  
 (21) S. 88° 19' E., 108.6 feet to fence post MT 21; thence  
 (22) S. 75° 54' E., 91.8 feet to fence post MT 22; thence  
 (23) S. 58° 42' E., 201.4 feet to fence post MT 23; thence  
 (24) S. 66° 12' E., 67.3 feet to fence post MT 24; thence  
 (25) S. 73° 49' E., 67.4 feet to fence post MT 25; thence  
 (26) S. 86° 59' E., 65.6 feet to fence post MT 26; thence  
 (27) N. 89° 01' E., 134.6 feet to fence post MT 27; thence  
 (28) S. 84° 34' E., 202.7 feet to fence post MT 28; thence  
 (29) S. 87° 49' E., 176.6 feet to fence post MT 29; thence  
 (30) N. 88° 41' E., 90.1 feet to fence post MT 30; thence  
 (31) N. 75° 41' E., 267.9 feet to fence post MT 31; thence  
 (32) N. 87° 02' E., 268.3 feet to fence post MT 32; thence  
 (33) N. 75° 02' E., 51.1 feet to fence post MT 33; thence  
 (34) N. 64° 32' E., 33.7 feet to fence post MT 34; thence  
 (35) N. 56° 12' E., 46.6 feet to fence post MT 35; thence  
 (36) N. 44° 47' E., 247.4 feet to fence post MT 36; thence  
 (37) N. 35° 32' E., 65.3 feet to fence post MT 37; thence  
 (38) N. 24° 47' E., 68.2 feet to fence post MT 38; thence  
 (39) N. 16° 57' E., 201.3 feet to fence post MT 39; thence  
 (40) N. 29° 47' E., 80.9 feet to fence post MT 40; thence  
 (41) N. 53° 47' E., 66.7 feet to fence post MT 41; thence  
 (42) N. 69° 47' E., 214.8 feet to fence post MT 42; thence  
 (43) N. 53° 47' E., 35.6 feet to fence post MT 43; thence  
 (44) N. 41° 47' E., 130.0 feet to fence post MT 44; thence  
 (45) N. 49° 17' E., 43.2 feet to fence post MT 45; thence  
 (46) N. 57° 17' E., 36.4 feet to fence post MT 46; thence  
 (47) N. 78° 32' E., 264.6 feet to fence post MT 47; thence  
 (48) N. 65° 57' E., 263.8 feet to fence post MT 48; thence  
 (49) N. 49° 47' E., 134.4 feet to fence post MT 49; thence  
 (50) N. 61° 57' E., 159.3 feet to fence post MT 50; thence  
 (51) N. 43° 47' E., 36.6 feet to fence post MT 51; thence  
 (52) N. 15° 11' E., 65.8 feet to fence post MT 52; thence  
 (53) N. 6° 59' W., 202.6 feet to fence post MT 53; thence  
 (54) N. 19° 21' E., 59.3 feet to fence post MT 54; thence  
 (55) N. 42° 31' E., 64.5 feet to fence post MT 55; thence  
 (56) N. 56° 11' E., 153.5 feet to fence post MT 56; thence  
 (57) N. 56° 11' E., 109.6 feet to fence post MT 57; thence  
 (58) N. 63° 41' E., 66.9 feet to fence post MT 58; thence  
 (59) N. 81° 11' E., 66.6 feet to fence post MT 59; thence  
 (60) S. 82° 29' E., 196.6 feet to fence post MT 60; thence  
 (61) N. 79° 41' E., 66.8 feet to fence post MT 61; thence

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(62) N. 58° 11' E., 64.0 feet to fence post MT 62; thence  
 (63) N. 45° 31' E., 327.5 feet to fence post MT 63; thence  
 (64) N. 79° 01' E., 198.9 feet to fence post MT 64; thence  
 (65) N. 83° 41' E., 197.5 feet to fence post MT 65; thence  
 (66) N. 73° 11' E., 64.8 feet to fence post MT 66; thence  
 (67) N. 49° 33' E., 65.2 feet to fence post MT 67; thence  
 (68) N. 32° 13' E., 64.3 feet to fence post MT 68; thence  
 (69) N. 9° 43' E., 153.0 feet to fence post MT 69; thence  
 (70) N. 36° 43' E., 196.0 feet to fence post MT 70; thence  
 (71) N. 14° 33' E., 45.2 feet to fence post MT 71; thence  
 (72) N. 10° 27' W., 66.3 feet to fence post MT 72; thence  
 (73) N. 30° 55' W., 199.6 feet to fence post MT 73; thence  
 (74) N. 12° 25' W., 67.3 feet to fence post MT 74; thence  
 (75) N. 11° 45' E., 66.6 feet to fence post MT 75; thence  
 (76) N. 33° 05' E., 67.5 feet to fence post MT 76; thence  
 (77) N. 37° 05' E., 134.0 feet to fence post MT 77; thence  
 (78) N. 27° E., 133.0 feet to fence post MT 78; thence  
 (79) N. 5° 25' E., 66.2 feet to fence post MT 79; thence  
 (80) N. 10° 58' W., 86.1 feet to fence post MT 80; thence  
 (81) N. 23° 58' W., 45.4 feet to fence post MT 81; thence  
 (82) N. 39° 58' W., 134.3 feet to fence post MT 82; thence  
 (83) N. 29° 28' W., 267.4 feet to fence post MT 83; thence  
 (84) N. 49° 38' W., 63.8 feet to fence post MT 84; thence  
 (85) N. 84° 53' W., 177.0 feet to fence post MT 85; thence  
 (86) N. 32° 58' W., 55.5 feet to fence post MT 86; thence  
 (87) N. 16° 28' W., 64.3 feet to fence post MT 87; thence  
 (88) N. 8° 58' W., 115.9 feet to fence post MT 88; thence  
 (89) N. 6° 07' E., 66.5 feet to fence post MT 89; thence  
 (90) N. 21° 42' E., 156.4 feet to fence post MT 90; thence  
 (91) N. 13° 12' E., 47.4 feet to fence post MT 91; thence  
 (92) N. 6° 28' W., 152.4 feet to fence post MT 92; thence  
 (93) N. 1° 42' E., 48.6 feet to fence post MT 93; thence  
 (94) N. 12° 22' E., 133.8 feet to fence post MT 94; thence  
 (95) N. 19° 12' E., 132.9 feet to fence post MT 95; thence  
 (96) N. 10° 22' E., 155.6 feet to fence post MT 96; thence  
 (97) N. 21° 17' E., 66.5 feet to fence post MT 97; thence  
 (98) N. 29° 32' E., 68.4 feet to fence post MT 98; thence  
 (99) N. 35° 32' E., 45.4 feet to fence post MT 99; thence  
 (100) N. 48° 02' E., 46.4 feet to fence post MT 100; thence  
 (101) N. 58° 32' E., 221.9 feet to fence post MT 101; thence  
 (102) N. 47° 32' E., 66.5 feet to fence post MT 102; thence  
 (103) N. 30° 42' E., 66.2 feet to fence post MT 103; thence  
 (104) N. 12° 32' E., 65.8 feet to fence post MT 104; thence  
 (105) N. 37° 48' W., 328.2 feet to fence post MT 105; thence  
 (106) N. 28° 45' W., 56.0 feet to fence post MT 106; thence  
 (107) N. 18° 41' W., 37.7 feet to fence post MT 107; thence  
 (108) N. 2° 59' E., 71.7 feet to fence post MT 108; thence  
 (109) N. 17° 25' E., 71.4 feet to fence post MT 109; thence  
 (110) N. 26° 43' E., 233.2 feet to a 4" x 4" telephone pole marked "MT 110"  
 and standing in the fence on the southwesterly side of the County Road  
 leading from San Lucas to Paris Valley; thence leave said boundary of said  
 1011.96 acre tract of land and continuing along said fence and along the  
 southwesterly side of said San Lucas-Paris Valley County Road (width 40.0 feet  
 (111) S. 46° 58' E., 522.3 feet to a 3" x 4" post marked "JAT 81"; thence  
 leave said fence and road line and running  
 (112) N. 42° 43' E., 20.3 feet to a 1" steel bar standing underground in  
 the centerline of said San Lucas-Paris Valley County Road; thence running  
 along said centerline

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(114) S. 81° 30' E., 328.7 feet; thence  
 (115) S. 27° 30' E., 328.6 feet; thence  
 (116) S. 1° 29' W., 259.0 feet; thence  
 (117) S. 10° 32' E., 193.2 feet; thence  
 (118) S. 24° 50' E., 141.0 feet; thence leave said centerline of said  
 San Lucas-Paris Valley Road and running  
 (119) S. 59° W., 34.2 feet to a 4" x 4" post marked "PVR 29" standing  
 in the westerly side of a private road; thence running along said westerly  
 side of said private road  
 (120) S. 14° E., 313.8 feet; thence  
 (121) S. 21° E., 187.0 feet; thence  
 (122) S. 28° E., 180.8 feet; thence  
 (123) S. 11° 30' E., 54.4 feet; thence  
 (124) S. 6° 30' W., 519.3 feet; thence  
 (125) S. 20° W., 305.5 feet; thence  
 (126) S. 25° 25' W., 567.8 feet; thence  
 (127) S. 12° W., 336.2 feet; thence  
 (128) S. 23° 50' W., 1463.1 feet, at 701.0 feet leave said westerly  
 side of said private road, at 746.7 feet intersect centerline of said  
 private road, said intersection here and now being designated as "Point A".  
 for the purpose of reference thereto in certain descriptions hereinafter  
 to be made, 1463.1 feet to a 3" x 3" fence post marked "JGT 11A"; thence  
 (129) S. 20° 55' W., 1560.0 feet; thence  
 (130) S. 26° 50' W., 153.3 feet; thence  
 (131) S. 32° 25' W., 827.8 feet; thence  
 (132) S. 19° 50' W., 358.5 feet; thence  
 (133) S. 10° 40' E., 964.3 feet; thence  
 (134) S. 34° 10' W., 1034.7 feet; thence  
 (135) N. 63° 52' W., 83.6 feet; thence  
 (136) S. 79° 22' W., 168.1 feet; thence  
 (137) N. 82° 56' W., 283.6 feet; thence  
 (138) S. 88° 14' W., 320.8 feet; thence  
 (139) N. 63° 08' W., 746.9 feet to a 4" x 4" post marked "JGT 5A"; thence  
 (140) N. 63° 17' W., 108.7 feet to a 3/4" diameter iron pipe; thence  
 (141) N. 72° 22' W., 501.7 feet to a 3" x 4" post marked "JAT 48"; thence  
 (142) N. 40° 47' W., 156.8 feet to a 3/4" diameter iron pipe; thence  
 (143) N. 37° 07' W., 340.5 feet, at 199.4 feet, a 1" diameter steel bar,  
 at which bar intersect the southwesterly line of a private road 30 feet  
 wide, 340.5 feet to a 1/2" diameter iron pipe; thence continuing along said  
 road line  
 (144) N. 38° 16' W., 228.9 feet to a 3" x 4" post marked "JAT 49"; thence  
 (145) N. 55° 22' W., 74.7 feet; thence  
 (146) N. 60° 34' W., 1303.5 feet; thence  
 (147) N. 66° 56' W., 275.1 feet; thence  
 (148) N. 57° 18' W., 399.0 feet; thence  
 (149) N. 48° 04' W., 228.5 feet; thence  
 (150) N. 18° 07' E., 220.4 feet; thence  
 (151) N. 9° 07' E., 164.9 feet; thence  
 (152) N. 0° 07' E., 301.8 feet; thence  
 (153) N. 18° 14' W., 273.5 feet to a 4" x 4" post marked "JAT 58"; thence  
 (154) N. 66° 19' W., 191.0 feet; thence  
 (155) N. 42° 56' W., 298.4 feet to a 3/4" diameter iron pipe; thence leave  
 last mentioned road line and running  
 (156) S. 75° 59' W., 707.5 feet to a 3/4" diameter iron pipe; thence

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(157) S. 41° 53' W., 186.8 feet to a 3/4" diameter iron pipe; thence  
 (158) S. 61° 26' W., 185.7 feet to a 3/4" diameter iron pipe; thence  
 (159) S. 53° 31' W., 211.3 feet to a 1/2" diameter iron pipe; thence  
 (160) S. 51° 55' W., 803.6 feet to a 4" x 4" post marked "JAT 67"; thence  
 (161) N. 67° 55' W., 133.7 feet, at 102.4 feet, a 4" x 4" post marked  
 "JAT 68", standing in the southeasterly side of said San Lucas-Jolon Road,  
 133.7 feet to a point in the center line of said road; thence running  
 along said centerline

(162) N. 17° 16' E., 551.72 feet to the place of beginning.

Courses all true.

Containing a gross area of 629.79 acres of land.

Together with a right of way appurtenant for all purposes of a road over,  
 upon and across a strip of land 30 feet wide lying along, contiguous to  
 and easterly from the following described line:

Beginning at the hereinabove mentioned Point A in the easterly boundary  
 of the hereinabove described 629.79 acre tract of land, and running thence  
 along the easterly boundary thereof,

N. 23° 50' E., 746.7 feet; thence N. 12° E., 336.2 feet; thence  
 N. 25° 25' E., 567.8 feet; thence N. 20° E., 305.5 feet; thence  
 N. 6° 30' E., 519.3 feet; thence N. 11° 30' W., 54.4 feet; thence  
 N. 28° W., 180.8 feet; thence N. 21° W., 187.0 feet; thence  
 N. 14° W., 313.8 feet to a 4" x 4" post marked "PVR 29"; thence  
 N. 59° E., 34.2 feet to a point in the centerline of the San Lucas-Paris  
 Valley County Road.

#### PARCEL 5:

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

IN TOWNSHIP 21 SOUTH, RANGE 8 EAST OF MOUNT DIABLO BASE AND MERIDIAN:

Of Section 23: The Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$  of SW $\frac{1}{4}$ );

Of Section 24: Lots 1, 2, 3, 4, 5 and the Southeast quarter of the South-  
 west quarter (SE $\frac{1}{4}$  of SW $\frac{1}{4}$ );

Of Section 25: Lot 4; the Northwest quarter of the Southeast quarter  
 (NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ); the South half of the Southeast quarter  
 (S $\frac{1}{2}$  of SE $\frac{1}{4}$ ) and the West half (W $\frac{1}{2}$ );

Of Section 26: The South half of the Northeast quarter (S $\frac{1}{2}$  of NE $\frac{1}{4}$ );  
 The West half of the Northwest quarter (W $\frac{1}{2}$  of NW $\frac{1}{4}$ );  
 The Southwest quarter (SW $\frac{1}{4}$ ); the West half of the Southeast  
 quarter (W $\frac{1}{2}$  of SE $\frac{1}{4}$ ) and the Southeast quarter of the  
 Southeast quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ );

Of Section 27: The East half (E $\frac{1}{2}$ ); the East half of the Northwest quarter  
 (E $\frac{1}{2}$  of NW $\frac{1}{4}$ ); and the Southeast quarter of the Southwest  
 quarter (SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ).

EXCEPT FROM SAID SECTION 27, a tract of thirty-eight and ninety hundredths  
 (38.90) acres, more or less, described as follows, to-wit:

BEGINNING at post marked 1/8S same being 20 chains East of common corner  
 of Sections 21, 22, 27 and 28 in Township 21 South, Range 8 East, Mount  
 Diablo Base and Meridian, and running thence between Sections 22 and 27,  
 Magnetic Variation 16° 00' East, the following Courses and distances:-

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East 31.90 chains, South 44° 30' West 3.14 chains;  
 South 47° 45' West 5.75 chains; South 54° 05' West, 3.25 chains;  
 South 53° 35' West, 4.29 chains; South 52° 30' West, 2.94 chains;  
 South 61° 40' West, 4.08 chains; South 73° 50' West, 3.52 chains;  
 North 86° 30' West, 2.18 chains; South 80° 25' West, 2.40 chains;  
 South 62° 40' West, 2.37 chains; South 10° 12' West, 2.53 chains;  
 South 8° 55' West, 1.74 chains; South 7° 00' West, 0.47 chains;  
 South 20° 00' East, 1.58 chains; South 22° 40' East, 2.81 chains;  
 South 20° 10' East, 2.09 chains; South 9° 10' West, 1.47 chains;  
 South 3° 40' West, 1.16 chains; South 17° 30' West, 0.49 chains;  
 South 39° 00' West, 4.27 chains; North 32.65 chains to place of  
 beginning, and CONTAINING 38.90 acres, more or less, in said Section 27,  
 Township 21, South, Range 8 East, Mount Diablo Base and Meridian.

Of Section 34: The South half of the Northeast quarter ( $S\frac{1}{2}$  of  $NE\frac{1}{4}$ )  
 and the East half of the Northwest quarter ( $E\frac{1}{2}$  of  $NW\frac{1}{4}$ ).

Of Section 35: East half of Northeast quarter ( $E\frac{1}{2}$  of  $NE\frac{1}{4}$ ); and  
 Northwest quarter ( $NW\frac{1}{4}$ ); and Northwest quarter of  
 Northeast quarter ( $NW\frac{1}{4}$  of  $NE\frac{1}{4}$ ).

Of Section 36: The North half ( $N\frac{1}{2}$ ).

SAVING AND EXCEPTING FROM ALL of the property above described, AN  
 UNDIVIDED ONE-HALF ( $1/2$ ) INTEREST in all oil, gas and/or minerals in  
 and under said lands, together with the right of the grantors, their  
 heirs, assigns, lessees and legal representatives at all times to enter  
 on the above described lands and take all the usual, necessary or  
 convenient means to bore wells, make excavations and to remove all the  
 oil, gas and/or minerals herein reserved and found thereon, as recited  
 in the Deed from Julius G. Trescony, also known as J. G. Trescony and  
 Marie G. Trescony, his wife, to Joseph Eastwood, Jr., dated October 11,  
 1943 and recorded November 21, 1944 in Volume 855 Official Records of  
 Monterey County at Page 100.

ALSO SAVING AND EXCEPTING FROM ALL of the property above described, an  
 UNDIVIDED ONE-FOURTH ( $1/4$ ) INTEREST in all oil, gas and/or minerals in  
 and under said lands, which are expressly reserved unto grantors, their  
 heirs, executors, administrators, successors and assigns, together with  
 the right of grantors, their heirs, executors, administrators, successors  
 and assigns at all times to enter upon the above described lands and  
 take all of the usual, necessary, or convenient means to bore wells,  
 make excavations, to remove all the oil, gas and/or minerals herein  
 reserved and found in, on, or under said real property, together with  
 the right to construct such improvements, roads, pipe lines, power lines  
 and such other facilities as may be reasonable in connection with the  
 said reservation of said oil, gas and mineral rights, and the exploration  
 and development thereof. Thus, of the oil, gas and/or minerals in and  
 under said lands, but one-fourth ( $1/4$ ) thereof, is granted and transferred  
 unto grantee, as recited in the deed from Joseph Eastwood, Jr. and Marion  
 Lohbyne Eastwood, his wife, to Lucio Echenique, et al, dated September  
 27, 1947 and recorded October 2, 1947 in Volume 996 Official Records of  
 Monterey County at page 52, Recorder's Series No. 32594.

PARCEL 6:

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All that part of lot 1 as shown on Map No. 1, accompanying Report of Referees in Action No. 2307 in the Surperior Court of the State of California, inand for the County of Monterey, entitled, Teresa Johnson et al, vs. Julius A. Trescony, et al, and being also a part of the Rancho San Lucas, described as follows, to-wit:  
 BEGINNING at a 6" x 6" x 6" white post marked S. LL, LL, L2, TP, at the common corner of Lots 1 and 2 as shown on the above mentioned map in the southwestern line of the Rancho San Lucas, from which a white oak 25" in diameter marked BTLL, bears S. 35° 05' E., 2.42 chains; thence running along the line between Lots 1 and 2 of the above mentioned Map No. 1, N. 50° 30' E., descending, at 611.2 feet a 2" x 4" white post on line in a group of ten live oaks, from which a live oak 30 inches in diameter marked BTL, bears N. 39° 30' W., 2.4 feet, at 792.0 feet begin to ascend low spur, at 1122.0 feet top of spur, descend 1669.1 feet foot of spur, cross fence and enter valley, extending to the southeast, at 1964.2 feet leave valley and ascend at 2635.4 feet to a 4" x 4" post on line on top of spur, descend, at 3061.7 feet a 4" x 4" post marked L, L2, WP, standing at foot of spur on western line of the Jolon Road, 3093.16 feet to a point in the centerline of the San Lucas-Jolon Road; thence leave said lot line and following along the centerline of said Jolon Road, S. 22° E., 584.54 feet to station JR 23 of said road survey; thence S. 18° E., 1560.24 feet to station JR24; thence along the arc of a circular curve to the right (the center of which bears S. 72° W., 726.66 feet distant) for a distance of 447.27 feet to station JR 25; thence S. 17° 16' W., 1716.0 feet to station JR 26; thence S. 26° 46' W., 356.4 feet to station JR 27; thence S. 20° 45' W., 478.50 feet to Station JR28; thence S. 5° 30' W., 712.80 feet to station JR29; thence S. 2° 1' W., 685.57 feet to a 6" x 6" redwood underground monument with an iron center at the intersection with the southwesterly line of the Rancho San Lucas from which a forked live oak 38 inches in diameter bears S. 30° 25' E., 205.9 feet distant and a live oak 35 inches in diameter bears N. 19° 55' W., 175.2 feet distant, both marked BT, M 30; thence leave center line of said San Lucas-Jolon Road and along the boundary of said Rancho San Lucas, N. 26° 41' W., at 181.5 feet a live oak 12 inches in diameter on line, at 264 feet a live oak 35 inches in diameter on line, at 1506.1 feet a white oak 8 inches in diameter on line, at 2267.1 feet a white oak 35 inches in diameter on line, 4797.5 feet to the place of beginning.

EXCEPTING FROM SAID PARCEL, that portion thereof described as follows:  
 BEGINNING at a point in the center line of the San Lucas-Jolon Road (a county road 60.0 feet wide) from which Station JR 24 of the Jolon Road Survey as said station is shown and so designated on the above mentioned filed map, bears S. 18° E., 661.29 feet distant; thence from said point of beginning and running along the centerline of said San Lucas-Jolon Road, S. 18° E., 661.29 feet to said Station "JR24"; thence along the arc of a circular curve to the right (the center of which bears S. 72° W., 726.66 feet distant) for a distance of 447.27 feet to Station JR25; thence S. 17° 16' W., 92.1 feet; thence leave said center line of said San Lucas-Jolon Road, and running S. 89° 59' W., 529.7 feet, at 30.8 feet, a 1/2" diameter iron pipe, at 423.7 feet a 1" diameter iron pipe, 529.7 feet to a nail in a blaze on a 36" Live Oak Tree; thence S. 89° 51' 30" W., 197.5 feet to a nail in a blaze on a 20" white oak tree; thence N. 28° 55' W., 517.2 feet to a nail on a blaze on a 24" white oak tree; thence N. 48° 31' E., 1064.4 feet, at 1033.3 feet, a 1/2" diameter iron pipe, 1064.4 feet to the place of beginning.  
 Courses all true.

ALSO IN TOWNSHIP 21 SOUTH, RANGE 9 EAST OF MOUNT DIABLO BASE AND MERIDIAN:

Of Section 30: Lots ONE (1) and TWO (2).

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Of Section 31: All that part of said Section 31 in Township 21 South, Range 9 East, Mount Diablo Base and Meridian, lying Northwest of the centerline of San Lucas-Jolon Road (width 60 feet), as it existed on November 15, 1956, which portion of said section is described as follows, to-wit:

BEGINNING at the common corner of Sections 25, 30, 31 and 36 on the range line between Ranges 8 and 9 East, Township 21 South, M.D.M., thence

(1) East 1260 feet along line between Sections 30 and 31 to the southwestern line of the Rancho San Lucas; thence

(2) S.  $26^{\circ} 41'$  E., 1515 feet along the said Rancho boundary to a 6" x 6" redwood underground monument with an iron center at the intersection of Rancho boundary with the center line of the San Lucas-Jolon Road, from which a forked live oak 38 inches in diameter bears S.  $30^{\circ} 25'$  E., 205.9 feet and a live oak 35 inches in diameter bears N.  $19^{\circ} 55'$  W., 175.2 feet distant, both marked B.T.M. 30; thence leave line of said Rancho and along center line of the San Lucas-Jolon Road (width 60 feet) toward Jolon with the following 11 courses and distances:

- (3) S.  $7^{\circ} 15'$  W., 159 feet;
- (4) S.  $24^{\circ} 45'$  W., 200 feet;
- (5) S.  $37^{\circ} 35'$  W., 420 feet;
- (6) S.  $17^{\circ} 30'$  W., 230 feet;
- (7) S.  $47^{\circ} 15'$  W., 200 feet;
- (8) S.  $54^{\circ} 15'$  W., 282 feet;
- (9) S.  $75^{\circ} 20'$  W., 300 feet;
- (10) S.  $70^{\circ} 00'$  W., 200 feet;
- (11) S.  $73^{\circ} 30'$  W., 300 feet;
- (12) S.  $88^{\circ} 00'$  W., 200 feet; and
- (13) S.  $60^{\circ}$  W., 87 feet to station on the line between Ranges 8 and 9 East, T. 21 S., thence leave the center of said road and along the said range line,
- (14) North 2620 feet to the place of beginning.

CONTAINING 86.2 acres, including 1.78 acres in one-half of the San Lucas-Jolon Road.

SAVING AND EXCEPTING FROM ALL of the property above described, AN UNDIVIDED ONE-HALF ( $1/2$ ) INTEREST in all oil, gas and/or minerals in and under said lands, together with the right of the grantors, their heirs, assigns, lessees and legal representatives at all times to enter on the above described lands and take all the usual, necessary or convenient means to bore wells, make excavations and to remove all the oil, gas and/or minerals herein reserved and found thereon, as recited in the Deed from Julius G. Trescony, also known as J. G. Trescony and Marie G. Trescony, his wife, to Joseph Eastwood, Jr., dated October 11, 1943 and recorded November 21, 1944 in Volume 855 Official Records of Monterey County at Page 100.

ALSO SAVING AND EXCEPTING FROM ALL of the property above described, AN UNDIVIDED ONE-FOURTH ( $1/4$ ) INTEREST in all oil, gas and/or minerals in and under said lands, which are expressly reserved unto grantors, their heirs, executors, administrators, successors and assigns, together with the right of grantors, their heirs, executors, administrators, successors and assigns at all times to enter upon the above described lands and take all of the usual, necessary, or convenient means to bore wells, make excavations, to remove all the oil, gas and/or minerals herein reserved and found in, on, or under said real property, together with the right to construct such improvements, road, pipe lines, power lines and such other facilities as may be reasonable in connection with the said reservation of said oil, gas and mineral rights, and the exploration and

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development thereof. Thus, of the oil, gas and/or minerals in and under said lands, but one-fourth ( $\frac{1}{4}$ ) thereof, is granted and transferred unto grantee, as recited in the deed from Joseph Eastwood, Jr. and Marion LeMayne Eastwood, his wife, to Lucio Echenique, et al, dated September 27, 1947 and recorded October 2, 1947 in Volume 996 Official Records of Monterey County at page 52, Recorder's Series No. 32594.  
(See Exception on page 21)

PARCEL 7:

ALL IN  
TOWNSHIP TWENTY-ONE (21) SOUTH, RANGE EIGHT (8) EAST OF MOUNT DIABLO  
BASE AND MERIDIAN:

Of Section 27: The North half of the Southwest quarter ( $N\frac{1}{2}$  of  $SW\frac{1}{4}$ ) and Southwest quarter of the Southwest quarter ( $SW\frac{1}{4}$  of  $SW\frac{1}{4}$ );  
Of Section 28: The East half of the Southeast quarter ( $E\frac{1}{2}$  of  $SE\frac{1}{4}$ ); Southwest quarter of the Southeast quarter ( $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ ); and Southeast quarter of the Southwest quarter ( $SE\frac{1}{4}$  of  $SW\frac{1}{4}$ );  
Of Section 33: The Northeast quarter ( $NE\frac{1}{4}$ ); Southeast quarter of the Northwest quarter ( $SE\frac{1}{4}$  of  $NW\frac{1}{4}$ ); and Northeast quarter of the Southeast quarter ( $NE\frac{1}{4}$  of  $SE\frac{1}{4}$ );  
Of Section 34: The West half of the Northwest quarter ( $W\frac{1}{2}$  of  $NW\frac{1}{4}$ ); and Northwest quarter of Southwest quarter ( $NW\frac{1}{4}$  of  $SW\frac{1}{4}$ ).  
CONTAINING 640 acres of land, more or less, according to the United States Government Survey thereof.

EXCEPTING AND RESERVING, however, to the United States, all the coal, and other minerals, in the land so entered and patented, 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 recited in the patents of record. (AFFECTING ALL OF PARCEL 7.).

ALL IN TOWNSHIP TWENTY-ONE (21) SOUTH, RANGE EIGHT (8) EAST, MOUNT  
DIABLO BASE AND MERIDIAN:

Of Section 26: The Northeast quarter of the Southeast quarter ( $NE\frac{1}{4}$  of  $SE\frac{1}{4}$ );  
Of Section 34: The North half of the Northeast quarter ( $N\frac{1}{2}$  of  $NE\frac{1}{4}$ ); and  
Of Section 35: The Southwest quarter of the Northeast quarter ( $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ ).  
CONTAINING 160 acres of land, more or less, according to the United States Government Survey thereof.

EXCEPTING AND RESERVING, 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), and the rights of prior permittees or lessees, as recited in the Patents of record.

PARCEL 8:

Situate in the County of Monterey, State of California:

LOTS 1, 2, 3, 4, 5, 6 and 7;  
The Northwest one-quarter of Southeast one-quarter ( $NW\frac{1}{4}$  of  $SE\frac{1}{4}$ ); and  
The Northeast one-quarter of the Southwest one-quarter ( $NE\frac{1}{4}$  of  $SW\frac{1}{4}$ )  
of SECTION 13, TOWNSHIP 21 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND  
MERIDIAN. CONTAINING 255 acres, more or less.



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EXCEPTING AND RESERVING, HOWEVER, to the parties of the first part, and to their heirs and assigns, - AN UNDIVIDED ONE-FOURTH ( $1/4$ ) INTEREST in all mineral and oil rights in and to the property above described, together with the necessary right of ingress and egress upon the said property for the purpose of removing the same. Such right of ingress and egress to be exercised with the least possible damage to growing crops or improvements on the said property, - as recited in the Deed from Grace Evelyn Argenti, formerly Miss Grace Evelyn Courter, and Mary F. McKinley, formerly Mrs. Mary Courter Young, to Lucio Echenique and Patricia Echenique, his wife, as joint tenants, dated March 9, 1939 and recorded March 10, 1939 in Volume 610 Official Records at Page 197, Monterey County Records.

PARCEL 9:

Certain real property, situate, lying and being in Rancho San Lucas, in the County of Monterey, State of California, being a part of Lot 1, as said Lot 1 is shown and so designated on that certain Map Number 1 accompanying the report of the referees in Suit Number 2307 in the Superior Court of the State of California, in and for the County of Monterey, entitled, "Teresa Johnson, et al, vs. Julius A. Trescony, et al," filed for record in Volume 1 of Surveys, at page 34, Records of Monterey County, California, said part being particularly described as follows, to-wit:

BEGINNING at a point in the center line of the San Lucas-Jolon Road (a County road 60.0 feet wide), from which Station JR 24 of the Jolon Road Survey, as said station is shown and so designated on the above mentioned filed map, bears S.  $18^{\circ}$  E., 661.29 feet distant; thence from said point of beginning and running along the centerline of said San Lucas-Jolon Road, S.  $18^{\circ}$  E., 661.29 feet to said Station "JR24"; thence along the arc of a circular curve to the right (the center of which bears S.  $72^{\circ}$  W., 726.66 feet distant) for a distance of 447.27 feet to Station JR 25; thence S.  $17^{\circ} 16'$  W., 92.1 feet; thence leave said center line of said San Lucas-Jolon Road, and running S.  $89^{\circ} 59'$  W., 529.7 feet, at 30.8 feet, a  $1/2$ " diameter iron pipe, at 423.7 feet, a 1" diameter iron pipe, 529.7 feet to a nail in a blaze on a 36" live oak tree; thence S.  $89^{\circ} 51' 30''$  W., 197.5 feet to a nail in a blaze on a 20" white oak tree; thence N.  $28^{\circ} 55'$  W., 517.2 feet to a nail on a blaze on a 24" white oak tree; thence N.  $48^{\circ} 31'$  E., 1064.4 feet, at 1033.3 feet, a  $1/2$ " diameter iron pipe, 1064.4 feet to the place of beginning.

CONTAINING a gross area of 17.73 acres of land, more or less.  
Courses all true.

EXCEPTING THEREFROM, HOWEVER, and reserving to the grantor, his heirs, and assigns, an UNDIVIDED ONE-HALF ( $1/2$ ) of all mineral deposits, oil, gas and other hydrocarbons, on or below the surface of said lands, and an UNDIVIDED ONE-HALF ( $1/2$ ) of all mineral substances and mineral oils; with the right to mine, extract and ship therefrom one-half ( $1/2$ ) of all such substances with free right to ingress and egress to and over all of such lands as may be necessary for such purposes.

It being understood, however, that from and after ten (10) year after date hereof, the grantees, their heirs and assigns, shall be entitled to all the cash rentals received on all mineral, oil and gas leases covering the said lands, but excepting, however, said grantors one-half ( $1/2$ ) of all minerals deposits, oil, gas and other hydrocarbons produced and/or sold on or from the aforesaid lands, and delivered or paid as royalties or rent, as reserved in the deed from M. C. Madsen to Lucio Echenique et al, dated March 27, 1952 and recorded March 28, 1952 in Volume 1370

Official Records at page 197, Monterey County Records.  
(See Exception on Page 21)

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PARCEL 10:

West half of Southwest quarter ( $W\frac{1}{2}$  of  $SW\frac{1}{4}$ ) of Section 13;  
Lot 2, East half of Southeast quarter ( $E\frac{1}{2}$  of  $SE\frac{1}{4}$ );  
Southeast quarter of Northeast quarter ( $SE\frac{1}{4}$  of  $NE\frac{1}{4}$ ) of Section 14,  
in Township 21 South, Range 8 East of Mount Diablo Base and Meridian,  
CONTAINING 226.72 acres, more or less.

EXCEPTING THEREFROM, - AN UNDIVIDED  $1/20$  INTEREST in and to all minerals, rock, and mineral substances of every kind and description including oil, gas, asphalt and other hydrocarbon substances of every kind, name and nature, which may be in, upon or under the said real property, with full liberty of ingress and egress at all times for him, the said party of the second part, his heirs and assigns, lessees, agents and workmen, in and upon said lands and every part and parcel thereof, for the purpose of searching, 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 conveyed by F. E. Dayton et ux, to J. A. Bardin, by Deed dated May 11, 1936 and recorded May 27, 1936 in Volume 480 Official Records at page 240, Monterey County Records.

ALSO EXCEPTING AN UNDIVIDED  $9/20$  INTEREST in and to all mineral, rock and mineral substances of every kind and description, including oil, gas, asphalt and other hydrocarbon substances of every kind, name and nature, which may be in, upon or under the said real property, with full liberty of ingress and egress at all times for him, the said party of the second part, his heirs and assigns, lessees, agents and workmen, in and upon said lands and every part and parcel thereof, for the purpose of searching, 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 reserved in the deed from Jesse Shaw Strobel, et al, to Pettitt Lands, Inc., a corporation, dated March 23, 1944 and recorded in Volume 330 Official Records at Page 247, Monterey County Records.

ALSO EXCEPTING AND RESERVING UNTO Pettitt Lands, Inc., a corporation, AN UNDIVIDED 25% of the original 100% interest in and to all oil, gas and/or minerals in said lands, together with the right of the grantors, their heirs, assigns, lessees and legal representatives at all times to enter on the above described land and to take all of the usual, necessary or convenient means to bore wells, make excavations and to remove the oil, gas and/or minerals herein reserved and found thereon, by instrument dated June 20, 1963 and recorded June 24, 1963 under Recorder's Series No. 24379, Monterey County Records.

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EXCEPTING FROM PARCEL 3, herein, all that portion more particularly described as follows, to-wit:

All that real property situate in the County of Monterey, State of California, bounded and described as follows, to-wit:

Portion of San Lucas Rancho and San Bernardo Rancho situate in the County of Monterey, State of California, particularly described as follows: BEGINNING at a point in the Northeasterly boundary of the Paris Valley Road, a County Road 40 feet wide which bears from the angle point between courses (16) and (17) in the centerline of said County Road as shown in that certain deed recorded in Volume 475 Official Records at Page 28, Records of Monterey County, North 30° 18' 22" East, 20.05 feet distant; thence running along said County Road Northeasterly boundary

(1) North 55° 35' 30" West, 238.73 feet; thence  
 (2) North 34° 23' 30" West, 942.67 feet; thence  
 (3) North 24° 50' 30" West, 136.81 feet; thence  
 (4) North 10° 32' 30" West, 188.59 feet; thence  
 (5) North 01° 29' 30" East, 272.08 feet; thence  
 (6) North 27° 39' 15" West, 209.81 feet; thence leaving said County Road Northeasterly boundary as shown in said deed as recorded in Volume 475 Official Records at Page 28, Records of Monterey County and running along the fence line, being the boundary of Paris Valley Road, a County Road 40 feet wide, as now traveled

(7) North 11° 09' 26" West, 103.91 feet; thence  
 (8) North 14° 51' 15" West, 290.06 feet; thence  
 (9) North 25° 00' 23" West, 77.42 feet; thence  
 (10) North 12° 34' 42" West, 150.82 feet to an 1½" iron pipe monument standing in the Northeasterly boundary of the said Paris Valley Road, as now traveled; thence leaving said road Northeasterly boundary  
 (11) North 31° 22' 19" East, 78.55 feet to a ¾" iron pipe monument; thence  
 (12) North 71° 23' 32" East, 169.49 feet to a ¾" iron pipe monument; thence  
 (13) South 77° 54' 33" East, 195.32 feet to a ¾" iron pipe monument; thence  
 (14) North 83° 04' 24" East, 206.64 feet to a ¾" iron pipe monument; thence  
 (15) South 78° 27' 25" East, 157.74 feet to a ¾" iron pipe monument; thence  
 (16) South 48° 28' 55" East, 502.95 feet to a ¾" iron pipe monument; thence  
 (17) South 88° 19' 54" East, 173.60 feet to a ¾" iron pipe monument; thence  
 (18) South 16° 30' 43" West, 266.71 feet to a ¾" iron pipe monument; thence  
 (19) South 31° 51' 44" West, 362.42 feet to a ¾" iron pipe monument; thence  
 (20) South 19° 59' 27" East, 281.35 feet to a ¾" iron pipe monument; thence  
 (21) South 37° 44' 44" East, 462.36 feet to a ¾" iron pipe monument; thence

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(22) South  $51^{\circ} 13' 39''$  West, 365.83 feet to a  $3/4$ " iron pipe monument; thence

(23) South  $01^{\circ} 15' 21''$  East, 626.74 feet to a  $1\frac{1}{2}$ " iron pipe monument standing in the Northeasterly boundary of said Paris Valley Road, a County Road 40 feet wide, as shown in said Deed as recorded in Volume 475 Official Records at Page 28, Records of Monterey County; thence running along said road Northeasterly boundary

(24) North  $53^{\circ} 47' 45''$  West, 78.26 feet to the point of beginning.

CONTAINING 42.88 acres of land.

EXCEPTING FROM PARCELS 6 and 9, herein, all that portion thereof lying within the following boundaries:

(1) Bounded on the Northwest by the Lockwood-San Lucas Road;

(2) Bounded on the Northeast, East and Southeast by the Paris Valley Road and the southeasterly boundary of Parcels 6 and 9, herein described;

(3) Bounded on the West and Southwest by the Pacific Telephone and Telegraph Company's coaxial cable right of way, as granted by instrument recorded February 24, 1949 in Volume 1120, at Page 174, Monterey County Records.

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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.

12. Removal of natural materials.

END OF DOCUMENT

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