

Attachment D

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C 05591

REEL 545 PAGE 806

RECORDED AT REQUEST OF

William H. Stoffers

FEB 29 1 17 PM '68

LAND CONSERVATION AGREEMENT

NO FEE

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

THIS AGREEMENT made and entered into this 19 day of
February, 1968, by and between the COUNTY OF MONTEREY,
a political subdivision of the State of California, hereinafter
called "County", and George W. Boat
Lanark Road
King City, Calif. 93930,
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. 34) heretofore established by County by
Resolution No. 68-56-34; 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.

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CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

(A. P. No. 34)

This is to certify that the interest in real property conveyed by the attached Agreement dated February 19, 1968, between

Rest
and the County of Monterey is hereby accepted by order of the Board of Supervisors of the County of Monterey on February 27, 1968, and the County consents to recordation thereof by its duly authorized officer.

Dated: February 29, 1968.

County of Monterey

By

W. J. Jones
County Counsel

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4. 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 29th day of February, 1968, and shall remain in full force and effect for an initial term of ten years. The initial term of ten 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

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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. The territory described in Exhibit A is not within one mile of an incorporated city in the County of Monterey on the date of execution of this agreement.

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7. DIVISION OF LAND

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

8. CONDEMNATION.

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

9. CANCELLATION

This agreement may be canceled by the mutual agreement of the parties hereto and the approval of the State of California in the manner provided in this paragraph. It is understood by the parties hereto that the existence of an opportunity for another use of the property shall not be sufficient reason for the cancellation of this agreement. A potential alternative use of the property may be considered only if there is no proximate nonrestricted 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.

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(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 subparagraph (b) of this paragraph 9 relating to the State Board of Agriculture and the Director of Agriculture shall be applicable only if both the State Board and the State Director consent to act as described herein. If either the State Board or the State Director fail or refuse to act within 60 days after being requested to do so, the Board of Supervisors of the County of Monterey shall act

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in the place and stead of the State Board and State Director and shall make all findings and decisions required by subparagraph (b).

10. LIABILITY OF OWNER UPON CANCELLATION

(a) Upon cancellation of this agreement, and as soon thereafter as the property to which it relates is reassessed by Assessor, Owner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property; provided, however, if after the date this agreement was initially entered into the publicly announced County ratio of assessed to full cash value is changed, the percentage payment shall be changed so no greater percent of full cash value will be paid than would have been paid had there been no change in ratio. It is agreed by the parties hereto that the publicly announced County ratio at the time this agreement is executed is 25 percent of full cash value.

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

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deferred or not required.

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

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.

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IN WITNESS WHEREOF the parties hereto have caused this
agreement to be executed; by Owner on 2-19-68
and by County on 2-28-68.

COUNTY OF MONTEREY

ATTEST:

EMMET G. McMENAMIN

Clerk of said Board

By

R. G. Wood
Chairman, Board of Supervisors

George W. Best

Owner

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss.

On this 28 day of Feb, 19 68, 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
R. G. Wood, 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

Lella H. Feiring
Deputy

STATE OF CALIFORNIA

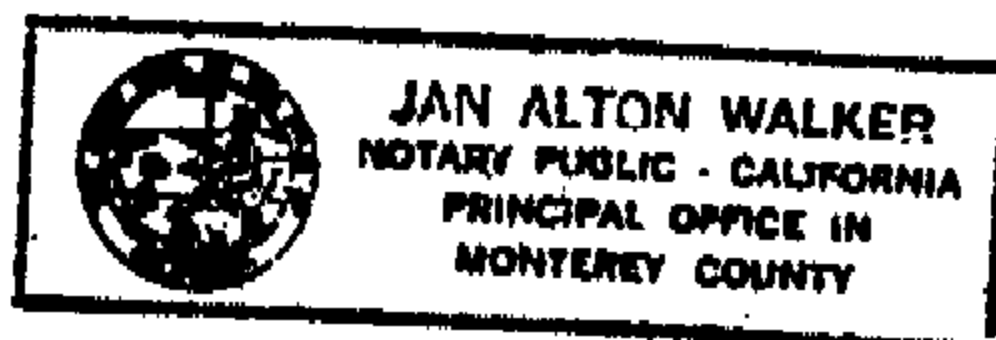
County of Monterey

ss.

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On this 19th day of February in the year one thousand nine hundred and sixty-eight
before me, Jan Alton Walker

Monterey, a Notary Public in and for the
State of California, residing therein,
duly commissioned and sworn, personally appeared
George W. Rist



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 Monterey County of Monterey the day and year in two
certificate first above written.

Jan Alton Walker

Notary Public in and for the Monterey County of Monterey
State of California
My Commission Expires July 14, 1968

EXHIBIT "A"

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PARCEL 1:

THAT REAL PROPERTY SITUATE IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

24-35

WEST HALF OF SOUTHWEST QUARTER; SOUTHEAST QUARTER OF SOUTHWEST QUARTER AND SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 13 AND THAT PORTION OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 13, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 13; THENCE EASTERLY 7 CHAINS 8 LINKS; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT ON A LINE DRAWN NORTH THROUGH THE POINT OF BEGINNING, DISTANT THEREON 7 CHAINS FROM THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID LINE SO DRAWN 7 CHAINS TO THE POINT OF BEGINNING;

SOUTHWEST QUARTER OF NORTHEAST QUARTER; WEST HALF OF SOUTHEAST QUARTER AND SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 14; NORTHEAST QUARTER; NORTH HALF OF SOUTHEAST QUARTER; SOUTHEAST QUARTER OF SOUTHEAST QUARTER; NORTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 23 AND THOSE PORTIONS OF SECTIONS 22, 23 AND 27, DESCRIBED AS FOLLOWS:

(1) BEGINNING AT AN ANGLE IN A FENCE LINE ON THE EAST BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 9 EAST, M. D. M., WHICH IS SOUTH 2° WEST, 1115 FEET FROM THE QUARTER SECTION CORNER BETWEEN SECTIONS 14 AND 23, SAID TOWNSHIP AND RANGE, AND RUNNING THENCE SOUTH 2° WEST, 1474.6 FEET TO CENTER OF SECTION 23, THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID QUARTER SECTION 1426.6 FEET TO A POINT IN A FENCE LINE; THENCE ALONG SAID FENCE LINE NORTH 42° 40' EAST, 645 FEET; THENCE NORTH 46° 10' EAST, 1443.0 FEET TO THE POINT OF BEGINNING.

(2) BEGINNING AT THE COMMON CORNER TO SECTIONS 22, 23, 26 AND 27 IN TOWNSHIP 19 SOUTH, RANGE 9 EAST, M. D. M., AND RUNNING THENCE ALONG THE SECTION LINE BETWEEN SECTIONS 22 AND 23, NORTH 2° EAST, 1150 FEET TO A POINT IN A NORTHEASTERLY AND SOUTHWESTERLY FENCE LINE AND THENCE ALONG SAID FENCE LINE NORTH 42° 40' EAST, 2040 FEET TO THE SOUTHERN BOUNDARY OF NORTHWEST QUARTER OF SAID SECTION 23; THENCE ALONG SAID SOUTHERN BOUNDARY OF SAID NORTHWEST QUARTER OF SECTION 23, EAST 40 FEET TO THE NORTHEASTERN CORNER OF THE WEST HALF OF SOUTHWEST QUARTER OF SAID SECTION 23; THENCE ALONG THE EASTERN BOUNDARY OF SAID WEST HALF OF SAID QUARTER SECTION SOUTH 3° WEST, 2653 FEET TO THE SOUTHEASTERN CORNER OF SAID WEST HALF OF SAID SOUTHWEST QUARTER OF SAID SECTION 23; THENCE ALONG THE SECTION LINE BETWEEN SECTIONS 23 AND 26, SAID TOWNSHIP AND RANGE, WEST 1323.9 FEET TO THE POINT OF BEGINNING.

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(3) BEGINNING AT THE COMMON CORNER TO SECTIONS 22, 23, 26 AND 27, TOWNSHIP 19 SOUTH, RANGE 9 EAST, M. D. M., AND RUNNING THENCE SOUTH $88^{\circ} 40'$ WEST, 805.2 FEET TO AN INTERSECTION WITH A FENCE LINE; THENCE ALONG SAID FENCE LINE NORTH $17^{\circ} 05'$ EAST, 394.4 FEET; THENCE CONTINUING ALONG SAID FENCE NORTH $42^{\circ} 40'$ EAST, 1076.0 FEET TO INTERSECT THE SECTION LINE BETWEEN SAID SECTIONS 22 AND 23; THENCE ALONG SAID SECTION LINE SOUTH 2° WEST, 1150.0 FEET TO THE POINT OF BEGINNING.

(4) BEGINNING AT THE COMMON CORNER TO SECTIONS 22, 23, 26 AND 27, TOWNSHIP 19 SOUTH, RANGE 9 EAST, M. D. M., AND RUNNING THENCE ALONG THE SECTION LINE BETWEEN SECTIONS 26 AND 27, SOUTH 1320 FEET TO THE SOUTHEASTERN CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27, SOUTH $88^{\circ} 15'$ WEST 1336.9 FEET TO A POINT IN FENCE LINE; THENCE FOLLOWING SAID FENCE LINE NORTH $76^{\circ} 15'$ EAST, 132.5 FEET TO AN ANGLE IN SAID FENCE; THENCE CONTINUING ALONG SAID FENCE NORTH $17^{\circ} 05'$ EAST, 1370 FEET TO INTERSECT THE SECTION LINE BETWEEN SECTIONS 22 AND 27, THENCE ALONG SAID SECTION LINE NORTH $88^{\circ} 40'$ EAST, 805.2 FEET TO THE POINT OF BEGINNING.

COURSES ALL TRUE, VARIATION OF THE MAGNETIC NEEDLE BEING $17^{\circ} 00'$ EAST.

WEST HALF OF WEST HALF; WEST HALF OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER; NORTHEAST QUARTER OF SOUTHWEST QUARTER; SOUTHEAST QUARTER; EAST HALF OF NORTHWEST QUARTER; SOUTH HALF OF NORTHEAST QUARTER; NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 24; AND THAT PORTION OF NORTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 24, LYING SOUTH AND WEST OF THE MIDDLE OF THE COUNTY ROAD DESCRIBED AS FOLLOWS:

BEGINNING IN THE MIDDLE OF THE COUNTY ROAD LEADING FROM LONOAK TO PEACH TREE AT A POINT ON THE RANGE LINE BETWEEN RANGES 9 AND 10 EAST, FROM WHICH A STAKE AT THE CORNER OF SECTIONS 13, 24, 18 AND 19 BEARS NORTH 11.77 CHAINS DISTANT; THENCE ALONG THE MIDDLE OF THE SAID COUNTY ROAD, NORTH $65^{\circ} 18'$ WEST 1.98 CHAINS; THENCE NORTH $57^{\circ} 28'$ WEST 4.80 CHAINS; THENCE NORTH $40^{\circ} 38'$ WEST 10.74 CHAINS TO THE NORTH BOUNDARY LINE OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 9 EAST, M. D. M.

EAST HALF; EAST HALF OF WEST HALF AND WEST HALF OF SOUTHWEST QUARTER OF SECTION 25; ALL OF SECTION 26; SOUTHWEST QUARTER; WEST HALF OF SOUTHEAST QUARTER AND SOUTH HALF OF NORTH HALF OF SECTION 27, EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A FENCE CORNER ON THE SECTION LINE BETWEEN SECTIONS 27 AND 28 WHICH IS NORTH 469 FEET FROM THE QUARTER SECTION CORNER BETWEEN SAID SECTIONS 27 AND 28, THENCE ALONG SECTION LINE BETWEEN SAID SECTIONS 27 AND 28, NORTH 852.6 FEET TO THE NORTHWEST CORNER OF SOUTH HALF OF NORTH HALF OF SECTION 27; THENCE ALONG NORTHERN BOUNDARY LINE OF SOUTH HALF OF NORTH HALF OF SECTION 27, NORTH $88^{\circ} 15'$ EAST 3983 FEET TO AN INTERSECTION WITH A FENCE LINE; THENCE ALONG SAID FENCE LINE SOUTH $76^{\circ} 15'$ WEST 4098.6 FEET TO THE POINT OF BEGINNING.

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ALL IN TOWNSHIP 19 SOUTH, RANGE 9 EAST, M. D. M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALL THAT PORTION OF LOTS 1, 2, 3, 4 AND OF SOUTHEAST QUARTER OF NORTHWEST QUARTER AND NORTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 10 EAST, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT POINT ON THE RANGE LINE BETWEEN RANGES 9 AND 10 EAST IN THE MIDDLE OF THE COUNTY ROAD LEADING FROM LONOAK TO PEACH TREE, FROM WHICH POINT THE STAKE AT THE CORNER OF SECTIONS 18, 19 13 AND 24 BEARS NORTH 11.77 CHAINS DISTANT; THENCE ALONG THE MIDDLE OF SAID COUNTY ROAD, SOUTH 61° 09' EAST 3.95 CHAINS; THENCE SOUTH 47° 42' EAST 11.77 CHAINS; THENCE SOUTH 30° 02' EAST 9.26 CHAINS; THENCE SOUTH 43° 32' EAST 18.03 CHAINS; THENCE SOUTH 71° 08' EAST 0.29 CHAINS; THENCE LEAVING SAID COUNTY ROAD AND CROSSING A SMALL CREEK, AND FOLLOWING ALONG THE SOUTHEASTERLY BANK THEREOF SOUTH 51° 30' WEST 24.36 CHAINS TO THE NORTH BANK OF THE SAN LORENZO CREEK; THENCE CROSSING SAID CREEK SOUTH 9° 54' EAST 14.31 CHAINS TO STATION ON THE SOUTH BANK THEREOF; THENCE ALONG THE SOUTHWESTERLY BANK OF SAID CREEK SOUTH 28° 04' EAST 1.46 CHAINS; THENCE SOUTH 69° 48' EAST 8.89 CHAINS; THENCE SOUTH 0° 05' WEST 4.71 CHAINS TO THE NORTHEASTERN CORNER OF LOT 1, SECTION 30, TOWNSHIP 19 SOUTH, RANGE 10 EAST, M. D. M.

LOTS 1, 2, 3 AND 4, SECTION 30, TOWNSHIP 19 SOUTH, RANGE 10 EAST, M. D. M.

ALL OF SECTION 36;

NORTHWEST QUARTER OF NORTHEAST QUARTER; SOUTH HALF OF NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 34;

SOUTH HALF OF NORTHWEST QUARTER; NORTHEAST QUARTER; SOUTH HALF OF SECTION 35 ALL IN TOWNSHIP 19 SOUTH, RANGE 9 EAST, M. D. M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING FROM WEST HALF OF SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 23, ALL THE COAL AND OTHER MINERALS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME PURSUANT TO THE PROVISIONS OF THE ACT OF DEC. 29, 1916 (39 STAT. 862) AS EXCEPTED IN THE UNITED STATES PATENT FOR SAID PROPERTY.

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ALSO EXCEPTING FROM SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 25, AND NORTH HALF OF SOUTH HALF OF SECTION 26, ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME AS RESERVED IN THE DEEDS FROM WILLIAM D. LUCKETT, FOR SAID PROPERTY.

ALSO EXCEPTING FROM SECTION 36, ALL COAL, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, AS RESERVED IN THE DEED FROM MYSA LAND AND CATTLE COMPANY, A CORPOKATION, FOR SAID PROPERTY.

ALSO EXCEPTING FROM:

LOTS 1, 2, 3, 4, SOUTHEAST QUARTER OF NORTHWEST QUARTER AND NORTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 19;
LOTS 1, 2, 3, 4, SECTION 30;
NORTHEAST QUARTER; EAST HALF OF NORTHWEST QUARTER; NORTH HALF OF SOUTHEAST QUARTER; SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 24;
EAST HALF OF NORTHWEST QUARTER; NORTHEAST QUARTER OF SOUTHWEST QUARTER; NORTHWEST QUARTER OF SOUTHWEST QUARTER; NORTHEAST QUARTER OF SOUTHEAST QUARTER; SECTION 25;
SOUTHEAST QUARTER; SOUTH HALF OF NORTHEAST QUARTER; NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 34;
SOUTH HALF OF NORTHWEST QUARTER; SOUTH HALF OF NORTHEAST QUARTER;
EAST HALF OF SOUTHEAST QUARTER OF SECTION 35;

ALL OIL AND HYDROCARBON SUBSTANCES, INCLUDING GAS, TOGETHER WITH RIGHT OF ENTRY TO EXTRACT AND REMOVE THE SAME, AS CONVEYED TO STANDARD OIL COMPANY, A CALIFORNIA CORPORATION.

PARCEL 2:

WEST HALF OF NORTHWEST QUARTER OF SECTION 14; AND THE EAST HALF OF NORTHEAST QUARTER AND WEST HALF OF NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 9 EAST, M. D. M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 35 IN TOWNSHIP 19 SOUTH, RANGE 9 EAST OF THE M. D. M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

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PARCEL 4:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 9 EAST, M. D. M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 5:

SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 9 EAST, M. D. M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 6:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23; THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 25, ALL IN TOWNSHIP 19 SOUTH, RANGE 9 EAST, M. D. M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM ALL THE OIL AND GAS WITH 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 RESERVED BY THE UNITED STATES OF AMERICA IN PATENT RECORDED MAY 26, 1955 IN BOOK 1619 PAGE 373 OFFICIAL 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.

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8. Public or private hunting of wildlife or fishing.
9. Public or private hunting clubs and accessory structures.
10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.
11. Public or private riding or hiking trails.

"END OF DOCUMENT"

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