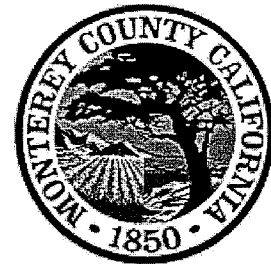


MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY – PLANNING DEPARTMENT



MEMORANDUM

Date: November 9, 2010

To: Monterey County Zoning Administrator

From: Bob Schubert, AICP, Senior Planner

November 18, 2010 Meeting – Eaton Ranch (PLN050371) - Use Permit for a horse training and stabling facility that would add to existing uses on a 204-acre cattle ranch by constructing the following facilities: a) 2,160 square foot hay barn located on a pre-existing barn foundation pad; b) two semi covered horse stables with 26 stalls each and 73 temporary pens to board up to 125 horses; c) 40 foot diameter riding/training ring; d) 225 square foot horse washing area with an impervious pad draining into its own wastewater disposal system; e) three-bay compost facility; f) unpaved parking areas for approximately 25 vehicles; g) unpaved horse trailer parking area; h) grading consisting of approximately 1,500 cubic yards cut and 900 cubic yards fill and Design Approval.

Subject: The existing facilities will remain. Water to the new facilities will be supplied from the existing well. The Use Permit would also allow up to 12 special events per year. "Events" are defined as horse training clinics by trainers who come to the Ranch for one to three days, usually on a weekend, to lead horse training exercises for a maximum of 25 participants. Participants would be allowed to pitch tents or sleep in their horse trailers or RVs during the events. The proposal includes the execution of an Animal Waste Management Plan. The property consists of two parcels currently under Williamson Act contract, located at 36105 Tassajara Road, Carmel Valley (Assessor's Parcel Numbers 197-251-002-000 and 418-293-049-000), approximately 1,600 feet south of the Tassajara Road and Carmel Valley Road intersection, Cachagua Area.

RECOMMENDATION:

Based on the discussion below, staff recommends that the Zoning Administrator continue the public hearing to February 24, 2011. Prior to being considered by the Zoning Administrator, the application will be reviewed by the Agricultural Advisory Committee on January 27, 2011. If the Zoning Administrator finds that a significant policy issue still exists, then the Zoning Administrator may refer the matter to the Planning Commission.

OVERVIEW:

Neighbors have raised an issue as to whether the application causes a significant public policy issue in regard to the County's local Williamson Act rules. According to Zoning Ordinance Section 21.04.030.F.1, if at any point in the consideration of an application, the Planning Director or the Zoning Administrator finds that an application before the Zoning Administrator involves a significant public policy issue, the Zoning Administrator shall refer the application to the Planning Commission.

In a memorandum to the Zoning Administrator dated November 5, 2010, planning staff recommended the Zoning Administrator refer the matter to the Planning Commission. Staff has consulted with the Department of Conservation and finds that the project can be conditioned such

that the project would be consistent with Williamson Act rules. Since the Director sits as the Zoning Administrator, this authority was delegated to the Assistant Planning Director who determined that, based on the discussion below, the project does not raise a significant policy issue and the project could remain before the Zoning Administrator.

DISCUSSION:

The site is located on two parcels which are currently under a 20-year Williamson Act Contract. The current contract, Land Conservation Contract No. 83-26-1, was enacted on February 22, 1983 when the property was under previous ownership. The obligations of the contract are automatically transferred to successor property owners according to the terms of the contract. Therefore, the current owner is bound by the contract. The contract has been automatically renewed each January 1 since the original execution date in 1983, and will continue to do so unless the County or the property owner initiates non-renewal or cancellation.

In 2008, the Monterey County Agricultural Advisory Committee (AAC) conducted several hearings regarding the compatibility of horse-related uses on Williamson Act lands and whether the proposed project in particular is a compatible use as defined under the Williamson Act. On March 27, 2008, the AAC determined that horse boarding operations are a “*compatible use*” as defined in Williamson Act Guidelines Section GC Section 51201.e (**Attachment 1**). Project development will facilitate “*public or private riding or hiking trails*” which is a compatible use as defined in Exhibit B of the current Williamson Act Contract No. 83-26-1 (**Attachment 2**). The proposed project would not significantly compromise the long term productive agricultural compatibility of the subject contracted property or other contracted lands in agricultural preserves.

The California Department of Conservation (DOC) has a policy clarification (**Attachment 3**) regarding “*Commercial Breeding and Training of Horses on Williamson Act Land*”. The clarification indicates that the commercial breeding and training of horses, including training for racing as well as stock horses, constitutes a commercial agricultural use of property that is under Williamson Act contract. DOC suggests that horse breeding and training operations are analogous to the agricultural uses of non-prime soils and should be treated as such for the purposes of the Williamson Act. The boarding of horses, or the occasional sale or training of horses on the property does not constitute commercial agricultural activity for purposes of the Williamson Act, nor do riding facilities, equestrian centers, show arenas or event centers, or keeping horses or any other animals for personal uses. In order for any such non-agricultural uses to be “*compatible*” with the “*agricultural use*” of the property, there must be some underlying “*agricultural use*” presently occurring on the property. In this case, the ranch headquarters currently occupies approximately three acres of the site and contains a 30,000 square foot barn, horse paddocks for up to 22 horses, cattle pens and chute, covered hay shed, horse and cattle grazing pastures, outdoor riding arena, and horse and cattle trails. The purpose of the special events would be to train stock horses.

The DOC submitted a letter dated October 28, 2010 with comments regarding project consistency with the County’s local Williamson Act rules (**Attachment 4**). The letter states that:

“Although the County Agricultural Commission has considered this proposal as a compatible use, the Department of Conservation recommends that the uses allowed upon Williamson Act lands be clarified in the County’s local Williamson Act rules. If the County desires to extend the real property tax reduction for land that produces agricultural commodities (including horses) to agriculturally compatible services (such as boarding and training horses), this should be clearly stipulated in the local Williamson Act rules for administration of agricultural preserves (as prescribed by Government Code section 51231).”

Staff recently discussed the above comments with DOC staff and suggested that instead of revising the uses allowed upon Williamson Act lands in the County's local Williamson Act rules, the findings and conditions for the project be tailored to insure that the underlying agricultural use on the property remains as long as the boarding and training facility occupies the site. The DOC concurred that as long as restrictions are placed as project conditions of approval to insure that the underlying "*agricultural use*" presently occurring on the property remains, the boarding and training facility would be "*compatible*" with the "*agricultural use*" of the property. Thus, it would not be necessary to clarify the uses allowed upon Williamson Act lands in the County's local Williamson Act rules.

cc: Front Counter Copy; Zoning Administrator; Cachagua Fire Protection District; Public Works Department; Environmental Health Bureau; Water Resources Agency; Linda Connolly, California Department of Fish and Game; Stephanie Baum, Benjamin Barrera, Mark Chesebro, James Johnson, Felicia Fisher, Steve Heron, Michael Lehman, Owner; Bob Eaton, Applicant, Sheryl Ainsworth, Attorney; Michael Stamp; Carl Holm, Assistant Planning Director, Taven Kinison Brown, Planning Services Manager; Bob Schubert, Project Planner; Carol Allen, Senior Secretary; Planning File PLN050371.

Attachments:

- 1 AAC minutes (3/27/2008)
- 2 Williamson Act Contract No. 83-26-1
- 3 DOC policy clarification
- 4 DOC letter (10/28/2010)

ATTACHMENT 1

MONTEREY COUNTY AGRICULTURAL ADVISORY COMMITTEE

Agricultural Center Conference Room
1428 Abbott Street, Salinas, CA 93901

March 27, 2008; 1:30 p.m.

MINUTES

Members	Present	Guests & Staff	Affiliation
John Baillie	✓	Mary Perry	County Counsel
David Bunn	✓	David Lutes	County Parks - Planning
Robert Denney	✓	Jody Lyons	Planning and Building
Kurt Gollnick	✓	Eric Lauritzen	Agricultural Commissioner
Bill Hammond	✓	Bob Roach	Agricultural Commissioner's Office
Benny Jefferson	✓	Kathy Nielsen	Agricultural Commissioner's Office
Tom Jones	✓	Cheryl Ainsworth, Esq.	Public
Jim Manassero	✓	Bob Eaton	Public
Mike Manfre	✓	Darlene Din	Public
Manuel Morales	✓		
Scott Violini	✓		
Ridge Watson	✓		

I. Call to Order

The meeting was called to order at 1:40 p.m.

II. Approval

Minutes of the 2/28/08 meeting were approved by the Committee members without correction or addition.

III. Public Comments

No comments from the public for matters not on the agenda.

IV. Agricultural Commissioner Update

Light Brown Apple Moth (Eric Lauritzen)

- A Town Hall Meeting is scheduled for the evening of 4/30/08 at the Monterey Conference Center.
- Santa Barbara County has been added to the Federal and domestic quarantine list and as the find was very localized, they will be working on eradication through ground control programs.

Planning Department – Draft Rooster Ordinance (Bob Roach)

- The Planning Department will be meeting to discuss the draft ordinance regarding limiting roosters in specific areas; two roosters per parcel. The main goal of the Ordinance is “*protecting the public health and welfare from undue noise and nuisance from crowing roosters in residential areas.*” Discretionary permits can be obtained in cases such as 4H and FFA programs.

V. Genetically Modified Organisms Ordinance – Peggy G. Lemaux, Ph.D., UC Berkeley

Upon introduction by Chair Manassero, Dr. Lemaux began her presentation on this topic with an introduction, an outline of where we are in this process, what is out there commercially, and what is expected in the future, in addition, to ordinances.

Dr. Lemaux provided a definition of “classical breeding.” The person doing the cross cannot control which codes are kept and which are not kept.

The process used for genetic engineering is similar to the cut-and-paste feature in word processing programs. As yet, the information is inserted at random locations, not in a specific place on the code.

Different terminology is used, such as Genetically Modified Organism (GMO). However, everything is genetically modified. Another term to use is Genetically Engineered Organism (GEO). The process of cutting and pasting is called recombinant DNA (rDNA). A Living Modified Organism (LMO) is a term used in Europe. Biotechnology is also a broad term that is used.

Controlling allergens, which are located in the seed of a plant, can now be done to allow consumption by those allergic to certain products (i.e., wheat). In classical breeding you have to use closely related plants; with genetic engineering you can use any living organism as a source because the language is the same. The language in the human body is the same as that in a wheat plant. To implant the desirable traits, a Gene Gun or agrobacterium is used to cross breed.

Available commercial varieties of food: Genetically engineered corn, 61% of acreage; canola, 75%; soy bean, 89%; cotton, 83%. Genetically engineered alfalfa cannot be planted commercially. Primarily, there are two traits currently used for commercial food products – insect resistant or herbicide tolerant. Most of the previously mentioned crops are herbicide tolerant and tolerant to Roundup (a Monsanto product). Now, there are “stacked traits” which means they are both herbicide tolerant and pest resistant.

Many people erroneously believe that most things are genetically engineered. Although, most processed foods have some ingredient(s) that comes from a genetically engineered plant. There are only a few whole foods on the market that are genetically engineered: Papaya (grown in Hawaii, not Mexico); 70% of Papaya is genetically engineered; three kinds of squash; and sweet corn. Percentages of these are quite low (less than 20%).

Current research includes such projects as:

- A variety of wild rice is being developed that can survive under water longer, however, the weeds do not survive thus enabling the rice to grow almost weed free.
- Drought tolerant plants are being developed such as wheat.
- Salt tolerant tomato plants.
- Plum trees have been engineered to be resistant to Plum Pox have been approved.

- The fanleaf virus is being fought through genetically engineered plants. The first field of a genetically engineered grape plant was in France. In this particular case, a small piece of the virus is used in the plant so when the fanleaf virus attacks the plant, the already inserted virus basically turns it off.
- A hypoallergenic variety of wheat has been developed, however, it is unknown if it will ever be used.
- Peanut varieties are being developed as well.

Regulation

There are three agencies in the United States that have authority over the genetic engineering of crops and have specific responsibilities: USDA, FDA, and EPA. Breeders are required to show that the codes in the genetically engineered crop are “substantially equivalent.” In other words, it must be shown that everything except the engineered element is the same. The engineered part is looked at in a different way.

Ordinances

Mendocino County – First County in the United States to have on a ballot an ordinance to prevent the growth and propagation of genetically engineered crops. Microorganisms were excluded from the proposed ordinance. DNA was defined as a “complex protein,” however, DNA is not a protein. In this case, the ordinance does not apply to lands within the city limits or lands managed by state, tribal or federal agencies.

Mailings and advertisements were reviewed to determine just what people were concerned about. The two issues that were of importance to people were privacy and anti-corporation sentiments. No genetically engineered issues has been brought forward since the vote.

Butte County – The results were different in Butte County compared to Mendocino.

Santa Cruz County – Introduced and accepted was an ordinance making it unlawful to cultivate, propagate, raise or grow any genetically engineered crop in the County. The Agricultural Commissioner is charged with enforcement. Like Mendocino, not one item has been brought forward.

Lake County – Dr. Lemaux was asked to review the language for this ordinance. The definition was taken from the 1992 Monterey County ordinance. It encompassed everything, which really was not the intent.

Fresno County – This County passed Pro-GMO resolutions. “...affirms the right for farmers and ranchers to choose to utilize the widest range of technologies available...the safe, federally regulated use of biotechnology is a promising component of progressive agricultural production.”

Questions

Dr. Lemaux answered several questions from meeting attendees. Considerable concern was expressed as to contamination of non-GEO crops by GEO crops. Per Dr. Lemaux, an original and follow-up study (2004 and 2005) of 1,000 different locations in Mexico was conducted, and not one example of a genetically engineered trait could be found in other crops.

Points

- Most of the genetically engineered food crops are still in the laboratory.
- In France a grape variety has been developed and put into use that is resistant to the Fanleaf Virus, which has been devastating to vineyards.
- Attempts are being made to combat food allergies in wheat, peanuts, and soy.
- Most, if not all, of the crops with inserted pharmaceuticals are being done for developing countries, such as HIV medicine in tomatoes, and rice with cholera vaccine.
- The USDA, FDA, and EPA have oversight of genetically engineered projects.
- All genetically engineered food crops are required to have the “substantial equivalent” of all parts from the original.
- Emphasis was placed on using correct wording on any Genetically Engineered Organism ordinances.
- Growers who have both organic and non-organic crops stagger their plantings to restrict cross-pollination. Example: One crop is not receptive when the pollen from another crop is in the air.

VI. Planning Department

Eaton Project – Horse Stabling / Williamson Act

Jody Lyons from the Monterey County Planning Department gave a brief description of the project.

The Eaton project is a 150-horse stable project on a 180-acre parcel with an adjacent 16 acre parcel both under Williamson Act Contract #83-001, and currently supporting a cow/calf operation. Currently, the site has a large barn and corrals for about 30 horses. The proposal would increase the space for horses to 150 and allow for the construction of a hay barn to be built on the foundation of an old hay barn that was destroyed by fire. No animals would be stabled at the hay barn. The proposal is situated on approximately six acres of the available 204 acres on the two parcels, less than 3% of the land’s coverage. What is requested from the Agricultural Advisory Committee (AAC) is a recommendation for the approval of the project. It was suggested to split the Committee’s recommendation into two parts 1) compatibility with the Williamson Act and 2) conditional use requirements upon completion of an EIR.

Sheryl Ainsworth, Attorney for Bob Eaton, gave a presentation about the project.

Project Points

- Approximate location is the intersection of Carmel Valley and Tassajara Roads
- 204 acres of rolling grassland and oaks
- Part of a 6,000 acre Williamson Act Ag Preserve
- 20-25 cow/calf operation
- Train riders and horses in natural horsemanship
- Two arenas – one covered and one open air
- Small hay barn
- Partially covered stalls, 12x24, to house 52 horses
- Pens for 84 additional horses
- Northern pasture to keep 14 horses
- Obtain a Conditional Use Permit
- Conduct an Environmental Impact Report (EIR)

- Breeding program is not planned, however, could be an option
- Construction of a private residence was dropped from the original proposal, however, it is not ruled out at a later date.

Principles of Compatibility

1. Project will not significantly compromise the long-term agricultural productivity capability of this ranch or other properties in the area.
2. Manure Management Plan – the manure spreading and cereal planting are expected to increase the capacity for carrying cattle. Manure will be spread no closer than 50 feet from any stream, which are intermittent.
3. Project will provide crucial financial support to sustain the Eaton Ranch and thus the cow/calf operation.
4. Less than 3% of the total acreage will be utilized for the project.
5. No additional roads or paved areas.
6. The project will not result in significant removal of adjacent contracted land from agricultural or open space use.

Committee Questions/Discussions

- The Planning Department is requesting the Committee focus on compatibility before putting forth the funds to conduct an EIR and before going to the Department of Conservation.
- Steers would be brought in for horse training instead of using the cattle from the cow/calf operation.
- When asked about restricting the number of horses allowed, Mr. Eaton advised that most likely the number would be 120, however, not below 100 due to financial restrictions.
- As part of the Conditional Use Permit, require bi-annual inspections for adherence to the scope of the project.
- Is there a precedent for this type of project or are they considered on a case-by-case basis? Alameda County allows this type of operation; Stanislaus County allows it as primary use zoned agriculture; Sonoma County states it cannot be the primary use, but is allowed.
- As long as the cow/calf operation remains the primary use (majority of the land) and the horses are ancillary, even if the horse operation becomes financially superior, the project still meets the criteria.
- The major point of the Act is to maintain agricultural land and to intensify the use of that in order to keep the land in production.
- The Committee's purpose is to decide whether this is a compatible use. Then the Planning Department needs to determine the details. A lot of projects that go to other advisory committees are very preliminary. The Eaton Project is planning to do the EIR. Land use advisory committees are usually the first advisory-type committee and that

input from the AAC actually helps to determine whether or not an EIR is required. The Committee can request the project come back to them with the EIR. The Planning Department is looking for guidance as to whether or not the Committee thinks the presented project is compatible under the Williamson Act.

- A motion was made by Member Bill Hammond to accept "horse boarding operations as compatible use in the County under the Williamson Act providing that the projects meet California Code 51238.1 provisions." The motion was seconded by Vice Chair Ridge Watson. County Counsel stated that it appears to be a qualified motion, consistent with the statute, and in a sense is policy but could be applied to the project. The County can choose to go to the Department of Conservation to request a meeting for a more formal position. As there were no further comments or questions, the motion was voted upon and approved by unanimous decision.

The issue of the Conditional Use Permit will be carried forward to the future.

VII. Other Comments

No other comments were made.

VIII. Adjournment

There being no further issues, the meeting was adjourned at 4:00 p.m.

IX. Next Meeting

The next Agricultural Advisory Committee meeting will be Thursday, 4/24/08, 1:30 p.m., at the Agricultural Center Conference Room.

Respectfully submitted,

Kathy Nielsen

Administrative Secretary
Monterey County Agricultural Commissioner's Office

ATTACHMENT 2

REEL 16713 PAGE 196

RECORDED AT 11:00 AM '83
BOARD OF SUPERVISORS

BOARD OF SUPERVISORS

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FEB 23 10 41 AM '83

LAND CONSERVATION CONTRACT

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA
NO FEE

THIS CONTRACT made and entered into this 22nd day of February 1983, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, herein-after called "County" and Robert N. Noyce and Ann S. Bowers 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. 83-26-1) heretofore established by County by Resolution No. 83-26; and

WHEREAS, both Owner and County desire to limit the use of the property to agricultural and compatible uses;

NOW, THEREFORE, County and Owner agree as follows:

1. CONTRACT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965, AS AMENDED.

This contract is entered into pursuant to Chapter 7 (commencing with Section 51200) of Part 1, Division 1, Title 5 of the Government Code, which is known as the California Land Conservation Act of 1965, or as the Williamson Act. This contract is subject to all of the provisions of this act including any amendments thereto which may be enacted from time to time.

2. RESTRICTION ON USE OF PROPERTY.

During the term of this contract, and any and all renewals thereof, the property described in Exhibit A shall not be used by Owner, or Owner's successors in interest, for any purpose other than the production of food and fibre for commercial purposes and uses compatible thereto. A list of all such compatible uses is set forth in Exhibit B, attached hereto and by this reference incorporated herein. County, by uniform rule adopted by the Board of Supervisors of County, may from time to time during the term of this contract and all renewals thereof, add to the list of compatible uses which shall be uniform throughout the agricultural preserve in which the property in Exhibit A is located; provided, however, County may not during the term of this contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit B. The provisions of this contract and any uniform rule supplementing the list of compatible uses are not intended to limit or supersede the planning and zoning powers of County.

3. TERM OF CONTRACT.

This contract shall become effective on the 28th day of February, 1983, and shall remain in full force and effect for an initial term of twenty years. The initial term of twenty years shall be measured

commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract. This contract shall be automatically renewed on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in paragraph 4.

4. NOTICE OF NONRENEWAL.

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

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

5. NO COMPENSATION.

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

6. SUCCESSORS IN INTEREST.

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

Nonetheless, each new Owner who succeeds to ownership of the aforesaid property shall be obliged to execute a new contract identical to or more restrictive than this contract in order to perfect his rights under the Land Conservation Act.

7. DIVISION OF LAND.

The property described in Exhibit A shall not be divided without the written approval of the County first had and obtained. This contract is divisible in the event the property described in Exhibit A is divided. Owner agrees to submit any proposed division to County for its approval and County, if it approves said division, shall, as a condition of its approval of the division, require the execution by Owner of contract identical to this contract on each parcel created by the division. Owner agrees to execute such contract. The division of land under contract within an agricultural preserve will not be approved unless it can be reasonably established that there will be no loss in the production of food and fibre within the agricultural preserve from said division.

8. CONDEMNATION.

REEL 1613 PAGE 198

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

9. CANCELLATION.

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

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

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

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

10. LIABILITY OF OWNER UPON CANCELLATION. REEL 1613 PAGE 199

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

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

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

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

11. NOTICES.

All notices required or permitted by this contract shall be given in writing and may be mailed or delivered in person. If mailed the address of Owner shall be the last known address on the assessment records of County, and County's address shall be In Care of Board of Supervisors, Courthouse, Salinas, California 93901, and deposit in the mail, postage prepaid, shall be deemed receipt thereof.

12. COSTS OF LITIGATION.

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

13. ENFORCEMENT.

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

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed: by Owner on February 7, 1983 and by County on February 15, 1983

COUNTY OF MONTEREY

By [Signature]
Vice Chairperson, Board of Supervisors

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss

On this 15th day of February, 1983, before me, ERNEST A. MAGGINI, County Clerk of the County of Monterey, and ex-officio Clerk of the Board of Supervisors and the Superior Court, in and for said County and State, personally appeared MICHAEL C. MOORE, known to me to be the Vice-Chairperson of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

ERNEST A. MAGGINI, County Clerk and ex-officio Clerk of the Board of Supervisors of Monterey County, State of California.

By [Signature]
Deputy

OWNER(S)

(Signed) [Signature] ✓
Robert N. Noyce

(Signed) [Signature] ✓
Ann S. Bowers

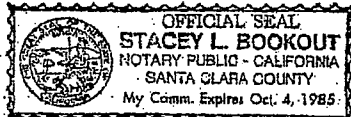
STATE OF CALIFORNIA,)
County of Santa Clara) ss.
On this 7th day of February in the year one thousand nine hundred and 83
before me, the undersigned _____, a Notary Public in and for the _____

County of Santa Clara, State of California, residing therein,
duly commissioned and sworn, personally appeared
Robert N. Noyce and Ann S. Bowers

known to me to be the person s whose name s are subscribed to the within instrument 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 County of Santa Clara the day and year in this certificate first above written.

[Signature]
Notary Public in and for the Santa Clara County of Santa Clara State of California.
My Commission Expires 10/4/85



PARCEL 1:

THE WEST 1/2 AND THE SOUTHEAST 1/4 OF SECTION 28 IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO KNOWN AS A. P. NUMBER 417-131-19

PARCEL 2:

LOTS 1, 2 AND 3, AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO KNOWN AS A. P. NUMBER 417-131-18

PARCEL 3:

LOTS 2, 3 AND 4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO KNOWN AS A. P. NUMBER 417-131-37

PARCEL 4:

THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33 IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO KNOWN AS A. P. NUMBER 417-131-37

PARCEL 5:

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32 IN TOWNSHIP 17, SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO KNOWN AS A.P. NUMBER 417-131-37

PARCEL 6:

LOTS 1, 2, 3 AND 4, AND THE NORTH 1/2 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29; LOT 1 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, ALL IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM AN UNDIVIDED 1/16 OF ALL COALS, OIL, OIL SHELE, GAS, PHOSPHATE, SODIUM, AND OTHER MINERAL DEPOSITS IN SAID LAND, AS RESERVED TO THE STATE OF CALIFORNIA, BY THE PROVISIONS OF AN ACT OF THE LEGISLATURE, STATUTES OF 1921, PAGE 404, AND AMENDMENTS THERETO.

ALSO KNOWN AS A. P. NUMBERS 417-131-18 AND 417-131-37

PARCEL 7:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 17 SOUTH, RANGE 4, EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM AN UNDIVIDED 1/16 OF ALL COAL, OIL, OIL SHELE, GAS PHOSPHATE, SODIUM, AND OTHER MINERALS DEPOSITS IN SAID LAND, AS RESERVED IN THE STATE OF CALIFORNIA BY THE PROVISIONS OF AN ACT OF THE LEGISLATURE, STATUTES OF 1921, PAGE 404, AND AMENDMENTS THERETO.

ALSO KNOWN AS A. P. NUMBER 417-131-38

PARCEL 8:

THE EAST 1/2 OF THE WEST 1/2 AND THE SOUTHEAST 1/4 OF SECTION 33, THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECITON 34, ALL IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO KNOWN AS A. P. NUMBER 417-131-36

PARCEL 9:

LOT 8 OF SECTION 4 IN TOWNSHIP 18 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM AN UNDIVIDED 1/16 OF ALL COAL, OIL, OIL SHELE, GAS PHOSPHATE, SODIUM AND OTHER MINERAL DEPOSITS IN SAID LAND, AS RESERVED TO THE STATE OF CALIFORNIA BY THE PROVISIONS OF AN ACT OF THE LEGISLATURE, STATUTES OF 1921, PAGE 404, AND AMENDMENTS THERETO.

ALSO KNOWN AS A. P. NUMBER 418-291-07

PARCEL 10:

LOT 9 OF SECTION 5 IN TOWNSHIP 18 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM AN UNDIVIDED 1/16 OF ALL COALS, OIL, OIL SHELE, GAS PHOSPHATE, SODIUM, AND OTHER MINERAL DEPOSIT'S IN SAID LAND, AS RESERVED TO THE STATE OF CALIFORNIA BY THE PROVISIONS OF AN ACT OF THE LEGISLATURE, STATUTES OF 1921, PAGE 404, AND AMENDMENTS THERETO.

EXCEPTING FROM PARCEL 11 DESCRIBED PARCEL 1 ACCORDING TO THE MAP FILED NOVEMBER 2, 1972 IN BOOK 3, PAGE 53 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER, MONTEREY COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM PARCEL 11 DESCRIBED PARCEL 2, ACCORDING TO THE MAP FILED NOVEMBER 2, 1972, IN BOOK 3, PAGE 53, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER, MONTEREY COUNTY, CALIFORNIA.

ALSO KNOWN AS A. P. NUMBER 418-291-05

PARCEL 11:

CERTAIN REAL PROPERTY SITUATE IN RANCHO LOS TULARCITOS, MONTEREY COUNTY, CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL C OF LOT IV, AS SAID PARCEL AND LOT ARE SHOWN ON THAT CERTAIN MAP ENTITLED, PLAT OF THE RANCHO LOS TULARCITOS BELONGING TO A. TRESCONY AND OTHERS, RECORDED JUNE 4, 1988 IN VOLUME 1 OF OUTSIDE LANDS AT PAGE 41, RECORDS OF MONTEREY COUNTY, CALIFORNIA AND AS SAID LOT IV IS REFERENCED ON THAT CERTAIN MAP ENTITLED, MAP NO. 4 ACCOMPANYING REPORT OF REFEREES SHOWING LAND PARTITIONED IN THE RANCHO TULARCITOS, ETC. RECORDED AUGUST 27, 1895 IN VOLUME 1 OF SURVEYS AT PAGE 37, RECORDS OF MONTEREY COUNTY, CALIFORNIA; AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHWESTERLY LINE OF SAID LOT IV

(1) S. 37° 29' W., 188.03 CHAINS TO THE SOUTHWEST CORNER OF PARCEL B OF SAID LOT IV, AS SAID PARCEL IS SHOWN ON SAID PLAT OF THE RANCHO LOS TULARCITOS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL B, LOT IV, PARALLEL TO THE SOUTHWESTERLY BOUNDARY OF SAID RANCHO

(2) S. 65° 15' E., 57 CHAINS TO THE SOUTHEASTERLY CORNER OF SAID PARCEL B, LOT IV; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL B

(3) N. 37° 29' E., 13.53 CHAINS TO THE MOST WESTERLY CORNER OF PARCEL B OF LOT V, AS SAID PARCEL AND LOT ARE SHOWN ON SAID PLAT OF THE RANCHO LOS TULARCITOS; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL B, LOT V

(4) EAST, 87 CHAINS TO THE COMMON CORNER OF PARCELS B, C, E, AND F, OF LOT V; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL F, LOT V

(5) SOUTH, 80 CHAINS TO THE SOUTHWEST CORNER OF SAID PARCEL F; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL F, LOT V

(6) EAST, 64 CHAINS TO A POINT ON THE EASTERLY BOUNDARY OF SAID RANCHO TULARCITOS AT THE SOUTHEAST CORNER OF SAID PARCEL F, LOT V; THENCE ALONG SAID EASTERLY BOUNDARY OF SAID RANCHO

(7) N. 4° 15' E., 94 CHAINS TO A WHITE OAK, T NO. 4, AT THE MOST EASTERLY CORNER OF SAID RANCHO; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID RANCHO

(8) N. 35° W., 181 CHAINS TO THE POINT OF BEGINNING, ENCOMPASSING ALL OF PARCEL B AND C OF LOT IV AND ALL OF PARCELS A, B, C, AND F, OF LOT V. AS SAID PARCELS AND LOTS ARE SHOWN ON SAID PLAT OF THE RANCHO LOS TULARCITOS.

ALSO KNOWN AS A. P. NUMBERS 197-061-22, 23, 24, 25, AND 27

EXHIBIT "B"

LAND CONSERVATION AGREEMENT

REEL 1613 PAGE 206

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.

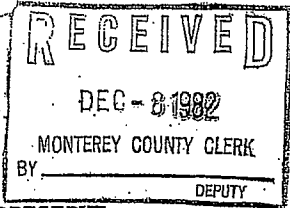
10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.

11. Public or private riding or hiking trails.

12. Removal of natural materials.

END OF DOCUMENT

BOARD OF SUPERVISORS
COUNTY OF MONTEREY



APPLICATION FOR ESTABLISHMENT OF AN AGRICULTURAL PRESERVE
AND APPLICATION FOR LAND CONSERVATION CONTRACT

1. APPLICANT Robert N. Noyce & Ann S. Bowers
Name (Please print or type)
690 Loyola Drive
Number Street
Los Altos California 94022
City State

(The above address will be used for all correspondence)

(R) (415) 948-6173 (O) (408) 987-8165
Telephone Number

2. LOCATION OF THE PROPERTY

Generally NE side of Carmel Valley Rd.
NORTH, SOUTH, EAST, WEST STREET OR ROAD

at/between _____ and _____
STREET OR ROAD STREET OR ROAD

3. ASSESSOR'S PARCEL NUMBER. (S)

197-061-22,-23,-24,-25,-27
417-131-18,-19,-36,-37,-38
418-291-05,-07

Total acreage: 4312.61

4. PRESENT USE OF PROPERTY (please check all applicable uses)

- Agriculture
- Orchard Row Crop Hay Land Grazing Land
- Drying, Packing, Processing or Agricultural Commodity
- Holding of nonproducing land for Future Agricultural Use
- Maintained in Natural State for Recreational, Plant or Animal Preserve
- Single Family Dwelling for Residence of Family of Owner or Employees
- Farm Labor Camps
- Agricultural stands (sale of produce)
- Aircraft Landing Strips
- Public Utility Installations
- Communication Facilities
- Hunting and Fishing
- Rifle and Pistol Ranges

STATEMENT OF RENTAL HISTORY

The application is to place under the Williamson Act a total of 12 out of 17 parcels of the former Blomquist ranch. The 12 parcels comprise 4,312.61 out of a total of 6,536.34 acres. The entire 17 parcels have been rented for the past three years for \$40,000 per year. Allocating the rent according to values placed on the roll results in rental of \$19,667.55 allocable to the 12 parcels, equivalent to \$4.56 per acre.

18-7) 0001 01
L2200NN ON LYO

LOT BOOK Guarantee

Liability \$100.00	Fee \$ 50.00
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Your Reference

Title Insurance and Trust Company, a corporation; herein called the Company, Guarantees

EHRMAN, FLAVIN & MORRIS, INC.

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated: NOVEMBER 26, 1982 @ 7:30 A.M.

Title Insurance and Trust Company

by *Guadalupe J. Appel* PRESIDENT

Attest: *Roger Williams* SECRETARY

Please note carefully the Liability Exclusions and Limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information.

LOT BOOK GUARANTEE

No. S-155692-20

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

A. The last recorded instrument purporting to transfer title to said real property is:

Doc. recorded SEPTEMBER 29, 1981 Doc. No. G 35221 in REEL 1507 Page 1194
In favor of ROBERT N. NOYCE AND ANN S. BOWERS, HUSBAND AND WIFE, AS JOINT TENANTS

B. There are no mortgages or deeds of trust which purport to affect said real property other than those shown below under Exceptions.

No guarantee is made regarding (a) matters affecting the Beneficial Interest of any mortgage or Deed of Trust which may be shown herein as an exception or, (b) other matters which may affect any such mortgage or Deed of Trust. No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

1. A Deed of Trust in the amount of: \$2,515,500.00
Trustor MARVIN L. STERN AND BERNICE STERN, HIS WIFE
Trustee TITLE INSURANCE AND TRUST COMPANY, A CALIFORNIA CORPORATION
Beneficiary EDSON G. THOMAS, AS EXECUTOR OF THE WILL OF CHARLOTTE B. CAHOON, *
Recorded JULY 28, 1980 Instrument No. REEL 1421 Page 593
2. A Deed of Trust in the amount of: \$1,464,672.38
Trustor ROBERT N. NOYCE AND ANN S. BOWERS, HUSBAND AND WIFE,
Trustee TITLE INSURANCE AND TRUST COMPANY, A CALIFORNIA CORPORATION
Beneficiary BLOMQUIST RANCH CO., A PARTNERSHIP
Recorded SEPT. 29, 1981 Instrument No. G 35222 REEL 1507 Page 1199

Additional matters (as requested): NONE REQUESTED

*WELLS FARGO BANK, N.A. AS CONSERVATOR OF THE ESTATE OF ADDA E. BLOMQUIST
AND NORMAN MILLER, AS EXECUTOR OF THE WILL OF ANDREW B. BLOMQUIST, JR.

DESCRIPTION:

SEE DESCRIPTION ATTACHED

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 1/2 AND THE SOUTHEAST 1/4 OF SECTION 28 IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO KNOWN AS A. P. NUMBER 417-131-19

PARCEL 2:

LOTS 1, 2 AND 3, AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO KNOWN AS A. P. NUMBER 417-131-18

PARCEL 3:

LOTS 2, 3 AND 4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32 IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO KNOWN AS A. P. NUMBER 417-131-37

PARCEL 4:

THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33 IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO KNOWN AS A. P. NUMBER 417-131-37

PARCEL 5:

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32 IN TOWNSHIP 17, SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO KNOWN AS A.P. NUMBER 417-131-37

PARCEL 6:

LOTS 1, 2, 3 AND 4, AND THE NORTH 1/2 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29; LOT 1 AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, ALL IN TOWNSHIP 17 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM AN UNDIVIDED 1/16 OF ALL COALS, OIL, OIL SHELE, GAS, PHOSPHATE, SODIUM, AND OTHER MINERAL DEPOSITS IN SAID LAND, AS RESERVED TO THE STATE OF CALIFORNIA, BY THE PROVISIONS OF AN ACT OF THE LEGISLATURE, STATUTES OF 1921, PAGE 404, AND AMENDMENTS THERETO.

ALSO KNOWN AS A. P. NUMBERS 417-131-18 AND 417-131-37

PARCEL 7:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 17 SOUTH, RANGE 4, EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

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ALSO KNOWN AS A. P. NUMBER 417-131-38

PARCEL 8:

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ALSO KNOWN AS A. P. NUMBER 417-131-36

PARCEL 9:

LOT 8 OF SECTION 4 IN TOWNSHIP 18 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

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PARCEL 10:

LOT 9 OF SECTION 5 IN TOWNSHIP 18 SOUTH, RANGE 4 EAST, M.D.M., IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM AN UNDIVIDED 1/16 OF ALL COALS, OIL, OIL SHELE, GAS PHOSPHATE, SODIUM, AND OTHER MINERAL DEPOSITS IN SAID LAND, AS RESERVED TO THE STATE OF CALIFORNIA BY THE PROVISIONS OF AN ACT OF THE LEGISLATURE, STATUTES OF 1921, PAGE 404, AND AMENDMENTS THERETO.

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ALSO KNOWN AS A. P. NUMBER 418-291-05

PARCEL 11:

CERTAIN REAL PROPERTY SITUATE IN RANCHO LOS TULARCITOS, MONTEREY COUNTY, CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL C OF LOT IV, AS SAID PARCEL AND LOT ARE SHOWN ON THAT CERTAIN MAP ENTITLED, PLAT OF THE RANCHO LOS TULARCITOS BELONGING TO A. TRESCONY AND OTHERS, RECORDED JUNE 4, 1988 IN VOLUME 1 OF OUTSIDE LANDS AT PAGE 41, RECORDS OF MONTEREY COUNTY, CALIFORNIA AND AS SAID LOT IV IS REFERENCED ON THAT CERTAIN MAP ENTITLED, MAP NO. 4 ACCOMPANYING REPORT OF REFEREES SHOWING LAND PARTITIONED IN THE RANCHO TULARCITOS, ETC. RECORDED AUGUST 27, 1895 IN VOLUME 1 OF SURVEYS AT PAGE 37, RECORDS OF MONTEREY COUNTY, CALIFORNIA; AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTHWESTERLY LINE OF SAID LOT IV

(1) S. $37^{\circ} 29'$ W., 188.03 CHAINS TO THE SOUTHWEST CORNER OF PARCEL B OF SAID LOT IV, AS SAID PARCEL IS SHOWN ON SAID PLAT OF THE RANCHO LOS TULARCITOS; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL B, LOT IV, PARALLEL TO THE SOUTHWESTERLY BOUNDARY OF SAID RANCHO

(2) S. $65^{\circ} 15'$ E., 57 CHAINS TO THE SOUTHEASTERLY CORNER OF SAID PARCEL B, LOT IV; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL B

(3) N. $37^{\circ} 29'$ E., $13/53$ CHAINS TO THE MOST WESTERLY CORNER OF PARCEL B OF LOT V, AS SAID PARCEL AND LOT ARE SHOWN ON SAID PLAT OF THE RANCHO LOS TULARCITOS; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL B, LOT V

(4) EAST, 87 CHAINS TO THE COMMON CORNER OF PARCELS B, C, E, AND F, OF LOT V; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL F, LOT V

(5) SOUTH, 80 CHAINS TO THE SOUTHWEST CORNER OF SAID PARCEL F; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL F, LOT V

(6) EAST, 64 CHAINS TO A POINT ON THE EASTERLY BOUNDARY OF SAID RANCHO TULARCITOS AT THE SOUTHEAST CORNER OF SAID PARCEL F, LOT V; THENCE ALONG SAID EASTERLY BOUNDARY OF SAID RANCHO

(7) N. 4° 15' E., 94 CHAINS TO A WHITE OAK, T NO. 4, AT THE MOST EASTERLY CORNER OF SAID RANCHO; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID RANCHO

(8) N. 35° W., 181 CHAINS TO THE POINT OF BEGINNING, ENCOMPASSING ALL OF PARCEL B AND C OF LOT IV AND ALL OF PARCELS A, B, C, AND F, OF LOT V. AS SAID PARCELS AND LOTS ARE SHOWN ON SAID PLAT OF THE RANCHO LOS TULARCITOS.

ALSO KNOWN AS A. P. NUMBERS 197-061-22, 23, 24, 25, AND 27

ATTACHMENT 3

SUBJECT: Commercial Breeding and Training of Horses on Williamson Act Land

In response to issues raised at a meeting of the California State Board of Food and Agriculture concerning the role of horses in California agriculture, the California Department of Food and Agriculture (CDFA) the California Horse Council and the Department of Conservation (DOC) have worked together to develop a clarification of the California Land Conservation Act of 1965, otherwise known as the Williamson Act. (Gov. Code, §§ 51200 et seq.). The clarification is that the commercial breeding and training of horses (including training for racing as well as stock horses) constitutes a commercial agricultural use of property that is under a Williamson Act contract.

DOC suggests that horse breeding and training operations are analogous to the agricultural use of non-prime soils and should be treated as such for the purposes of the Williamson Act. The CDFA, which has asserted that the equine industry is within its regulatory mandate, supports this conclusion.

The boarding of horses, or the *occasional* sale or training of horses on the property does not constitute commercial agricultural activity for purposes of the Williamson Act, nor do riding facilities, equestrian centers, show arenas or event centers, or keeping horses or any other animals for personal use. In order for any such non-agricultural uses to be "compatible" with the "agricultural use" of the property, there must be some underlying "agricultural use" presently occurring on the property.

A more detailed description of the policy is attached for reference. As always, local agencies may adopt more restrictive local policies or rules, and may enter into contracts that do not allow, or limit commercial horse breeding activities or compatible activities. If you have any questions regarding this policy clarification, please feel free to contact the Williamson Act Program Manger, Dan Otis, at 916.322.5954 or Dan.Otis@conservation.ca.gov.

In response to requests from the California Department of Food and Agriculture and the California Horse Council, the Department of Conservation proposes the following clarification of the California Land Conservation Act of 1965, otherwise known as the Williamson Act. (Gov. Code, §§ 51200 et seq.)

The Department of Food and Agriculture is the State agency mandated to execute the provisions of the California Food and Agricultural Code, and is statutorily required to promote and protect the agricultural industry of this State. (Food & Agr. Code, §§ 401 & 404) The Department of Food and Agriculture has asserted the equine industry is within its regulatory mandate.

The Department of Food and Agriculture has forwarded to the Department of Conservation a request for clarification from the State's commercial equine industry, as represented by the California Horse Council, a private organization. That request is supported by the California Department of Food and Agriculture. The request specifically seeks clarification that commercial breeding and training, including training for racing, of horses constitutes commercial agricultural use of property.

The following clarification is being proposed as a matter of policy, in the exercise of discretion and general delegation, to the Department of Conservation of administrative responsibility for the Williamson Act and Open Space Subvention Act.

WHEREAS:

1. The breeding of horses has historically and culturally been conducted by farmers and ranchers in support of their agricultural operations.
2. In addition to farmers' and ranchers' breeding of their own horses, there is a long history and tradition in this State and nation recognizing the commercial breeding, including training and racing, of horses as an agricultural activity.
3. The horse breeding industry utilizes management of land, water, and feed as do other agricultural enterprises.
4. For purposes of the Williamson Act, it is only the recent changes in the state Penal Code, eliminating horses from being used as crop for human food, which distinguishes production of horses from production of those other "farm animals" that are generally and traditionally recognized as commercial agricultural products.
5. The horse breeding industry provides a product regularly traded in the market and, therefore, constitutes a commercial operation.
6. The Department of Food and Agriculture has been vested with authority to inspect and regulate the equine livestock industry, and to interpret and implement the California Food and Agricultural Code, which includes definitions of the term "agriculture" as it is used in this State; and the Department of Food and Agriculture, and its Equine Advisory Task Force support the California Horse Council's request for inclusion of commercial horse breeding and training within coverage of the Williamson Act, which coverage is limited to agricultural uses for the purpose of producing agricultural commodities for commercial purposes.

POLICY:

For the reasons stated in 1 through 6 above, the breeding and training of horses for commercial sale may be considered, by local agencies, in their local rules and contracts, to be "producing an agricultural commodity for commercial purposes" pursuant to Government Code section 51201, subdivision (b). As with all statutory provisions and State interpretation, local agencies are free to implement the Williamson Act more restrictively, and may, therefore, adopt local rules or enter contracts that do not allow or limit commercial horse breeding activities or allow those uses as compatible activities.

For the reasons stated in 1 through 6 above, a facility dedicated to the commercial breeding and training of horses, including training for racing, may constitute an "agricultural use" of the land for purposes of subdivision (b) of section 51201 of the Government Code. But, as noted above, as with all statutory provisions and State interpretation, local agencies are free to implement the Williamson Act more restrictively, and may, therefore, adopt local rules or enter into contracts that do not allow, or limit commercial horse breeding activities or compatible activities.

To be "devoted to agricultural use" and, therefore, qualify for a Williamson Act contract as required by section 51242, subdivision (a) of the Government Code, the primary function of a commercial horse breeding or training facility must be commercial horse breeding or training for sale. Occasional sale or training as a secondary activity on the property shall not constitute commercial agricultural activity and qualify for inclusion as an agricultural use under this policy. Proof that horse breeding or training for sale is the primary function may include, but is not limited to, evidence that breeding or training for sale is the source of revenue or income to cover the cost(s) of the operation. Lack of such income or only occasional income can be evidence that the primary function is not commercial in nature.

In further clarification, recognition of commercial horse breeding and training facilities as a commercial agricultural operation and use of the land does not eliminate or in any way vitiate the principles of compatibility applicable to Williamson Act lands or any other requirements of the Act. Therefore, any ancillary uses or buildings cannot significantly compromise the long-term productive agricultural capability, or significantly displace or impair current or reasonably foreseeable agricultural operations on the parcel, or cause significant removal of adjacent land from agricultural use, as provided by Government Code section 51238.1. However, some ancillary uses may be allowed, such as veterinary activities for the horses being bred or trained on-site. Similarly, it is within the local agency's discretion to include the rehabilitation of (a) horse(s) from injury to be within the greater scope of a breeding or training facility. The local agency is advised to use its discretion carefully when considering ancillary uses; while allowing one retired, or non-commercially bred horse to be kept may not displace commercial breeding operations, local agencies cannot allow violations of the Williamson Act or local rules or

contracts without subjecting the county or landowner to potential enforcement actions from the Department of Conservation or other landowners.

Since no reason has been provided to support a finding that the commercial viability of the breeding and training of horses is determined by the prime characteristics or carrying capacity of the land, the Department suggests that these operations are analogous to the agricultural use of non-prime soils and should be treated as such for the purposes of the Williamson Act. Consistent with the purpose of the Williamson Act to protect both agricultural land and open space, it is the Department's policy to strictly construe the legislative presumption codified in Government Code section 51222.

The policy stated herein does not allow commercial or non-commercial boarding or riding facilities, stables, equestrian centers, show arenas or event centers, or other similar facilities or operations that are not exactly equivalent to the breeding and training operations to be considered an "agricultural use" as described herein. Furthermore, the Williamson Act has been universally interpreted by the Department of Conservation to require some underlying "agricultural use" presently occurring on the property for any other non-agricultural uses to be "compatible" with the "agricultural use."

Nor does the policy stated herein allow the keeping, boarding, training, or other use of horses—or any other animals for personal use—to constitute an agricultural use for purposes of the Williamson Act.

In addition to general authority granted or delegated to the Department of Conservation, this policy is adopted pursuant to the specific authority expressly codified in Government Code section 51206 which states:

"The Department of Conservation may meet with and assist local, regional, State, and federal agencies, organizations, landowners, or any other person or entity in the interpretation of this chapter. The department may research, publish, and disseminate information regarding the policies, purposes, procedures, administration, and implementation of this chapter. This section shall be liberally construed to permit the department to advise any interested person or entity regarding this chapter."

The foregoing policy of the Department of Conservation is offered for clarification of the Williamson Act. This policy and any other guidance from the Department regarding the Act is limited by, and does not expand upon, the statutes and by case law interpreting the Act.



DEPARTMENT OF CONSERVATION

Managing California's Working Lands

DIVISION OF LAND RESOURCE PROTECTION

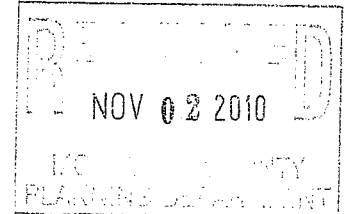
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October 28, 2010

VIA FACSIMILE:(831)757-9516

Bob Schubert, AICP, Senior Planner
 Monterey County Resource Management Agency
 168 W. Alisal Street, 2nd Floor
 Salinas, CA 93901



Dear Mr. Schubert:

Subject : Eaton Ranch Stables Facility Project; (PLN050371), APN's: 197-251-002-000 and 418-293-049-000

The Department of Conservation (Department) Division of Land Resource Protection (Division) monitors farmland conversion on a state wide basis and administers the California Land Conservation (Williamson) Act and other agricultural land conservation programs. We offer the following comments with respect to the above referenced project.

Land under Williamson Act agricultural contracts should be devoted to agricultural use.

Consequently, the agricultural use of the land should be the land's primary, not secondary use. The subject land (Eaton Ranch Stables Facility Project) currently consists of 200+ acres of grazing land that is primarily in an open space state and available for continued agricultural (grazing) operations. The project proponent proposes to utilize approximately 3 acres for various structures including approximately 100 stables or pens, and other facilities for boarding, training, and riding horses. Although the current agricultural use of the land (grazing for 25 cattle) would continue, it appears clear that the primary economic use of the land could become the proposed horse boarding facility.

Breeding and training horses can constitute a commercial agricultural use, but it appears that this project proposes to add what is essentially a horse boarding facility, with training sessions or events. Boarding facilities can be compatible with agricultural uses, however, under a Williamson Act agricultural contract, the agricultural use should be the primary use of the land. If the boarding/training facility becomes the primary generator of income from the land, a question arises whether the land is devoted to agricultural use. The Williamson Act is a constitutionally enabled and legislatively implemented mechanism to provide real property tax incentives for agriculturalists and landowners to keep their land in agricultural use and open space.

Mr. Bob Schubert
October 28, 2010
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Although the County Agricultural Commission has considered this proposal as a compatible use, the Department of Conservation recommends that the uses allowed upon Williamson Act lands be clarified in the County's local Williamson Act rules. If the County desires to extend the real property tax reduction for land that produces agricultural commodities (including horses) to agriculturally compatible services (such as boarding and training horses), this should be clearly stipulated in the local Williamson Act rules for administration of agricultural preserves (as prescribed by Government Code section 51231). The Department recommends that instead of manipulating the County's Williamson Act agricultural contracts to accommodate horse boarding facilities, the County should adopt Williamson Act recreational or open space contracts that are more appropriate for the type of facility being proposed. The Department is very willing to work with Monterey County officials to create local rules that define recreational or open space uses. Please feel free to contact me by phone (916-322-5954) or by email at dotis@conservation.ca.gov.

Sincerely,



Dan Otis
Williamson Act Program Manager