

Appendix W
Williamson Act Agreements for the Project Site

Williamson Act Contracts for Project Site, including:

1. Land Use Contract dated December 3, 1970 recorded on February 26, 1971 in Book 4495, Page 523 of Official Records of Kern County as amended by the following:
 - a. Agreement dated May 13, 1971 and recorded May 14, 1971, Book 4525, Page 841 of Official Records
 - b. Agreement dated June 28, 1997, recorded August 11, 1997, Instrument No. 0197104355 of Official Records
 - c. Certificate of Cancellation recorded August 11, 1997, Instrument No. 0197104356 of Official Records
2. Land Use Contract recorded on February 28, 1969 in Book 4250 , page 496 of Official Records of Kern County

FEB-26-71 13062 • 3:27 P D TS FRK 2 10.00

RECORDED AT REQUEST OF:
 ANNE THURN I.D.
 CLERK OF THE BOARD
 COUNTY CLERK'S ROOM 600
 2ND FLOOR, SAN LUIS OBISPO 93301

Recorded By RAY A. VERCAMMEN, Kern Co. Recorder

LAND USE CONTRACT

(California Land Conservation Act of 1965,
 and Open-Space Land Valuation Law of 1967.)

THIS CONTRACT, entered into this 3rd day of December
 1970 by and between the COUNTY OF KERN, a political subdivision of
 the State of California, herein referred to as "COUNTY," and

PALM FARMS, INC., a California corporation

hereinafter referred to as "OWNER,"

W I T N E S S E T H :

(a) WHEREAS, Owner is the owner of certain real property
 situate in the County of Kern, State of California, which is devoted
 to agricultural use and is located within an area which has been
 designated by the County as an agricultural preserve, and a description
 of said land, together with a reference to the map showing the location
 of said agricultural preserve, is set forth in Exhibit "A" attached
 hereto and incorporated herein by reference; and

(b) WHEREAS, both Owner and County desire to limit the use
 of such land for the purposes of preserving it pursuant and subject
 to the conditions set forth in this Contract and in the California
 Land Conservation Act of 1965, as amended, in order to preserve a
 maximum amount of the limited supply of agricultural land and to there-
 by conserve the State's economic resources, to maintain the agricultural
 economy of the State, and to assure an adequate, healthful and nutri-
 tious food for future residents of this State and nation; and

(c) WHEREAS, the Owner desires to have the benefits of Article
 XXVIII of the California Constitution and of Sections 421 through 429,
 inclusive, of the Revenue and Taxation Code and other provisions of
 law relating to the valuation and assessment of open-space land subject
 to enforceable restrictions, as are now or may be from time to time
 in effect;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. TERM OF CONTRACT; AUTOMATIC EXTENSION; NOTICE OF INTENT NOT TO RENEW:

(a) This Contract shall be effective as of the 28th day of February next succeeding the date of this Contract, to wit, the date which is first mentioned herein, and shall remain in effect for an initial term of ten (10) years from and including such date and during renewals of this Contract.

(b) Each 28th day of February of each year during which this Contract shall be in effect shall be deemed to be the annual renewal date of this Contract, as mentioned in Sections 51244 and 51245 of the Act. On said annual renewal date a year shall be added automatically to the initial term aforementioned, and the term of this Contract shall be thereby renewed and extended, unless notice of nonrenewal has been given as provided in Section 51245 of the Act.

(c) If the County or Owner gives notice of intent in any year not to renew this Contract, the Contract shall remain in effect for the balance of the term or extended term remaining since the original execution or the last renewal of the Contract, as the case may be.

2. CONTRACT MADE PURSUANT TO LAND CONSERVATION ACT:

This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200) sometimes referred to herein as the "Land Conservation Act" or "Act," and is subject to all of the provisions thereof.

3. ENFORCEABLE RESTRICTION:

(a) It is mutually agreed that this Contract is and shall be an enforceable restriction within the meaning and for the purposes of Article XXVIII of the Constitution of the State of California, said Land Conservation Act, and said Sections 421 through 429, inclusive, of the Revenue and Taxation Code as are now or may be from time to time in effect; and it is contemplated that this Contract shall be enforced and administered by the County in such a manner as to accomplish the purposes of said Article of the California Constitution and the aforementioned statutes.

(b) It is mutually understood that the County may bring any action in court necessary to enforce this Contract, including, but not limited to, an action to enforce this Contract by specific performance or injunction.

4. CONTRACT MADE IN CONFORMITY WITH UNIFORM RULES ADOPTED BY COUNTY:

(a) This Contract is also made and entered into pursuant to the provisions of the Uniform Rules adopted by the Board of Supervisors of the County governing the administration of agricultural preserves, including but not confined to the land use restrictions and enumeration and definition of compatible uses therein contained.

(b) It is expressly understood and agreed that during the term of this Contract or any renewals thereof the Board of Supervisors of the County may add to those agricultural and compatible uses specified in the Resolution or Resolutions prescribing Uniform Rules governing the administration of the agricultural preserve within which the land described in this Contract is located or may otherwise modify said Uniform Rules, provided, however, that the subsequent elimination or reduction in scope of a compatible use which is so enumerated or defined, or the subsequent imposition of any land use restriction which

is not set forth, in said Uniform Rules as of the date of this Contract, shall not be deemed to effect the land described in this Contract unless and except with the written consent of the Owner.

(c) The Uniform Rules which are applicable to the agricultural preserve in which the land herein described is situated are incorporated herein by reference, including those Uniform Rules as are in effect at the date of this Contract and, subject to the limitations aforementioned in this Article, those amendments or additions thereto which may be subsequently adopted from time to time.

5. EXCLUSION OF USES OTHER THAN AGRICULTURAL AND COMPATIBLE USES:

(a) During the term of this Contract or any renewals thereof the herein described land shall not be used for any purpose other than agricultural uses and those uses compatible with agricultural uses.

(b) As used in this Contract, the following terms shall have these respective meanings:

(1) "Agricultural uses" shall mean the use of land for the purpose of producing an agricultural commodity for commercial purposes.

(2) "Agricultural commodity" shall mean any and all plant and animal products produced in this state for commercial purposes.

(3) "Compatible uses" shall mean those uses enumerated in the Uniform Rules, or as determined by the Land Conservation Act.

(4) "Uniform Rules" shall mean the Uniform Rules adopted by the Board of Supervisors of the County governing the administration of agricultural preserves, as more fully described in Article 3 hereinabove.

6. LIMITATION ON STRUCTURES:

During the term of this Contract or any renewals thereof no structure shall be erected upon said land except such structures as may be directly related to agricultural uses and those uses compatible with agricultural uses.

7. EFFECT ON PLANNING AND ZONING POWERS:

It is mutually understood and agreed that neither the provisions of this Contract nor of any Uniform Rule adopted by the Board of Supervisors of the County shall in any manner effect, limit or supersede the planning and zoning powers of the County.

8. CONTRACT RUNS WITH LAND; EFFECT OF DIVISION OF LAND:

(a) All provisions of this Contract shall run with the land described herein.

(b) This Contract shall be binding upon, and inure to the benefit of, all successors in interest of the owner.

(c) Whenever land under this Contract is divided, the Owner of any parcel of such divided land may exercise, independent of any other Owner of any other portion of such divided land, any of the rights of the Owner in the original Contract, including the right to give notice of nonrenewal and to petition for cancellation. The effect of any such action by the Owner of a parcel created by such division of land under this Contract shall not be imputed to the Owners of the remaining parcels and shall have no effect on the Contract as it applies to the remaining parcels of the divided land.

9. ANNEXATION TO CITY:

In event of annexation by a city of any land under this Contract, such city shall succeed to all rights, duties and powers of the County under this Contract, except as otherwise provided in the Land Conservation Act.

10. OWNER TO FURNISH INFORMATION:

(a) Owner agrees to furnish the County with such information as the County shall require in order to enable it to determine the continuing eligibility of the land herein described with respect to the terms of the Act, the provisions of this Contract, and under the Uniform Rules relating to the preserve in which said land is situated, from time to time when requested by the County.

(b) Owner agrees that a copy of this Contract may be recorded by the County, and agrees to properly acknowledge all signatures required of Owner herein for such purpose.

11. WAIVER OF PAYMENTS:

Owner hereby waives any obligation of County to make any payments to Owner under this Contract and Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of land described herein and any reduction therein due to the imposition of the limitations on its use contained in this Contract.

12. CANCELLATION:

This Contract may only be cancelled in accordance with the provisions of Sections 51280-51285 of the Act.

13. EFFECT OF REMOVAL OF LAND FROM AGRICULTURAL PRESERVE:

It is agreed that removal of any land under this Contract from an agricultural preserve shall be equivalent of notice of non-renewal by the County, for the purposes of Section 426 of the Revenue and Taxation Code, as now in effect or as it may from time to time be amended, and applicable provisions of the Land Conservation Act.

14. EFFECT OF EMINENT DOMAIN OR OTHER ACQUISITION OF LAND:

(a) When any action in eminent domain for the condemnation of the fee title of the entire parcel of land herein described 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 shall be deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed, and upon the termination of such a proceeding, this Contract shall be null and void for all land actually taken or acquired.

(b) When such an action to condemn or acquire less than all the entire parcel land herein described is commenced, this Contract shall be deemed null and void as to the land actually so condemned or acquired.

(c) The land actually taken by the means aforementioned in this Article shall be removed from this Contract. Under no circumstances shall land be removed from this Contract that is not actually taken by the means aforementioned, except as otherwise provided in the Land Conservation Act, as now in effect or as it may from time to time be amended.

15. INCORPORATION OF PROVISIONS OF ACT BY REFERENCE; SUBSEQUENT AMENDMENTS:

(a) The provisions of the Land Conservation Act, including any amendments enacted on or before the date of this Contract, are incorporated herein and made a part of this Contract by reference, and all of the provisions of this Contract shall be subordinate thereto and construed harmoniously therewith.

(b) Any provision contained in any amendments to the Land Conservation Act enacted from time to time subsequent to the date of this Contract and which is procedural or remedial in effect shall also be deemed incorporated herein and made a part of this Contract by reference.

(c) Any provision contained in any amendments to the Land Conservation Act enacted from time to time subsequent to the date of this Contract which has the effect of altering a substantive right or obligation of the Contract shall not be deemed incorporated herein, unless with the mutual consent of the parties hereto or unless otherwise provided in this Contract. Such substantive right or obligation shall include, but is not limited to, the following: increasing or decreasing the term of the Contract; eliminating or altering the right to or grounds for nonrenewal or cancellation of the Contract; or eliminating, adding, or modifying any land use restriction or compatible use of land.

(d) Any provision of any amendments to the Land Conservation Act enacted from time to time subsequent to the date of this Contract which is incorporated by reference herein as provided in this Article shall be substituted in place of any corresponding provision of this Contract and all other provisions of this Contract shall be construed harmoniously therewith.

(e) In event any sections of the Land Conservation Act referred to herein are renumbered, any references to sections herein shall be deemed renumbered accordingly.

16. AMENDMENT BY MUTUAL AGREEMENT:

This Contract may be amended at any time and from time to time by mutual agreement in writing of the parties hereto endorsed hereon or attached hereto, subject to any express provisions to the contrary contained in this Contract or in the Land Conservation Act.

17. NOTICES, MANNER OF GIVING:

(a) Notices to be given to Owner pursuant to this Contract, or as may otherwise be required by law in connection with the administration of this Contract, may be sent by first-class United States Mail addressed to Owner at the address shown below, Owner's signature hereinbelow, and the Owner expressly waives any other method of giving notice to him.

(b) Notices to be given to County pursuant to this Contract may be sent by first-class United States Mail addressed to Board of Supervisors, County of Kern, Kern County Courts and Administration Building, 1415 Truxtun Avenue, Bakersfield, California.

(c) Such notices may also be given by one party to the other by personal service.

(d) By the means mentioned in this Article a party may give to the other notice of a new address, after which notices to be given to such party shall be sent by the means indicated in this Article to such party at such new address.

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above writer.

COUNTY OF KERN

By [Signature]
Vice Chairman, Board of Supervisors

ATTEST:

Vera K. Gibson, County Clerk and ex-Officio Clerk of the Board of Supervisors

By [Signature]
Deputy

OWNER PALM FARMS, INC., a California Corp.

By [Signature]
Fred J. Banducci, President

[Signature]
Jim Banducci, Secretary

Address: _____

4016 Stockdale Highway

Bakersfield, California 93309

ACKNOWLEDGMENTS

County of Kern

STATE OF CALIFORNIA)
COUNTY OF KERN) ss

On this 10th day of February, in the year 1970, before me, [Signature], Deputy Clerk, Board of Supervisors of the County of Kern, personally appeared [Signature], known to me to be the Chairman of the Board of Supervisors of the County of Kern, and known to me to be the person who executed the within instrument on behalf of said County, and acknowledged to me that such County executed the same.

WITNESS my hand and Official Seal of the Kern County Board of Supervisors.

VERA K. GIBSON
Clerk, Board of Supervisors

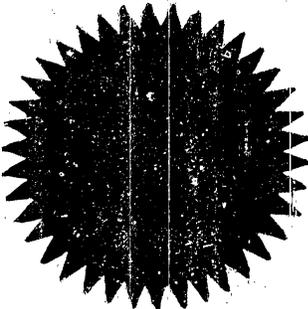
By [Signature]
Deputy Clerk

Owner(s)

STATE OF CALIFORNIA,)
County of Kern) ss.

On December 3, 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fred J. Banducci & Jim Banducci known to me to be the President & Secretary of the Palm Farms, Inc. the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal. [Signature]
Notary Public in and for said County and State.



OFFICIAL SEAL
VIOLA GROSSMAN
NOTARY PUBLIC - CALIFORNIA
KERN COUNTY

Exp. 3/2/71

EXHIBIT "A"

DESCRIPTION OF LAND SUBJECT TO CONTRACT,
AND IDENTIFICATION OF PRESERVE

The land herein described is situated in Preserve No. 389
the location of which is shown by map adopted by the Board of Super-
visors of Kern County by Resolution No. 68-93 on 1-30-68
and by Resolution No. 71-121 on 2-23-71
The real property which is subject to the foregoing Contract is
in the County of Kern, State of California, is approximately 1841
acres, bears Assessor's Parcel Number(s) 159-130-01,

and is more particularly described as follows:

ALL LYING WLY OF C/L WESTSIDE CANAL EXC RD EXCL OF 50% INT M.R. 511A
SEC 09 T 30 R 24
Parcel Number: 159-040-01
ALL EXC E1/2 OF S1/4 SUBJ TO CANAL EASEMENT & EXC RD EXCL OF 50% INT
M.R. 554A SEC 10 T 30 R 24

~~Parcel Number: [REDACTED]~~
~~[REDACTED]~~

Parcel Number: 159-190-01
ALL LYING WLY OF C/L OULINE CANAL EXC RD EXCL OF 50% INT M.R. 326A
SEC 15 T 30 R 24

Parcel Number: 159-030-06
E1/2 SUBJ TO CANAL EASEMENT EXC RD EXCL OF 50% INT M.R. 314A
SEC 03 T 30 R 24

Parcel Number: 159-050-01
S1/4 LYING WLY OF C/L EASTSIDE CANAL EXC CANAL RTW 4.27A & EXC RD EXCL
OF 50% INT M.R. 83A SEC 11 T 30 R 24

Parcel Number: 159-020-06
S1/4 LYING WLY OF C/L EASTSIDE CANAL EXCL OF 50% INT M.R. 65A
SEC 02 T 30 R 24

RECORDERS MEMO. POOR RECORDED
REPRODUCTION DUE TO QUALITY OF
PRINT OR TYPE ON ORIGINAL DOCUMENT.

RECORDED AT REQUEST OF:
AND RETURN TO:
CLERK OF THE BOARD
CIVIC CENTER - ROOM 600
BAKERSFIELD, CALIF. - 93301

BOOK 4525 PAGE 841

AMENDMENT TO LAND USE CONTRACT

THIS AMENDMENT, made and entered into this 13th day of May, 1971, by and between the COUNTY OF KERN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and

Palm Farms, Inc., a California Corporation hereinafter referred to as "OWNER".

WHEREAS, the parties hereto entered into Land Use Contract pursuant to the California Land Conservation Act of 1965 and the Open-Space Land Valuation Law of 1967, dated Feb 26, 1971 and recorded in Book 4495, Page 523 O. R. of Kern County; and

WHEREAS, the Owner wished to have included in said Contract, and there was described in the Contract form originally submitted to the County on or before December 4, 1970, the parcel or parcels of land hereinafter described, but reference thereto was deleted from said Contract, as approved by the Board of Supervisors, solely for the reason the same was not then within an agricultural preserve;

WHEREAS, said parcel has since been and now is included within an agricultural preserve of the County of Kern, and meets the requirements of Chapter 13 of Statutes of 1971, extending the time for signing, accepting and recording Land Use Contracts.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the County and the Owner that the aforementioned Contract is hereby amended by including therein, and making subject to all of the terms and provisions thereof, the parcel of land described in Exhibit "A" which is attached hereto and incorporated herein by reference; and said Contract is hereby ratified and reaffirmed and made a part of this instrument by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Land Use Contract, this 13th day of May, 1971.

COUNTY OF KERN

By [Signature]
Chairman, Board of Supervisors

PALM FARMS, INC.,

[Signature]
Fred J. Banducci, President

[Signature]
Jim Banducci, Secretary

ATTEST:

Vera K. Gibson, County Clerk
and ex-officio Clerk of the
Board of Supervisors

By [Signature]
Deputy Clerk

MAY-14-71 35710 • 3153 • D 18 FBK 9 3.60

W-13

Recorded By RAY A. VERCAMMEN, Kern Co. Recorder

ACKNOWLEDGMENTS

County of Kern

STATE OF CALIFORNIA)
COUNTY OF KERN) ss

On this _____ day of MAY 14 1971, in the year 19____, before me, [Signature], Deputy Clerk, Board of Supervisors of the County of Kern, personally appeared LEROY M. JACKSON, known to me to be the Chairman of the Board of Supervisors of the County of Kern, and known to me to be the person who executed the within instrument on behalf of said County, and acknowledged to me that such County executed the same.

WITNESS my hand and Official Seal of the Kern County Board of Supervisors.

VERA K. GIBSON
Clerk, Board of Supervisors

By [Signature]
Deputy Clerk

Owner(s)

STATE OF CALIFORNIA)
COUNTY OF KERN) ss

On this _____ day of _____, in the year 19____, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Kern, duly com-

State of California)
County of Kern) ss.

On May 13, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared FRED J. BANDUCCI, known to me to be the President, and JIM BANDUCCI, known to me to be the Secretary of the corporation, PALM FARMS, INC., that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Marie B. Hughes
Marie B. Hughes
My commission expires May 31, 1972.

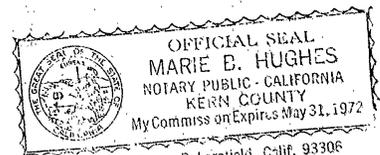


EXHIBIT "A"

DESCRIPTION OF LAND SUBJECT TO AMENDMENT TO LAND USE CONTRACT,
AND IDENTIFICATION OF PRESERVE

The land herein described is situated in Preserve No. 3
referred to in Resolution No. 71-338A adopted by the Board of Super-
visors of Kern County on May 11, 1971.

The real property which is subject to the foregoing Amendment
to Land Use Contract is in the County of Kern, State of California,
is approximately 326 acres, bears Assessor's Parcel Number(s) and
is more particularly described as follows:

AP No. 150-190-01

All lying Wly of C/L outlet canal Pac. Rd. Excl. of 500
1st. N.R.
326 acres Sec. 15, T30, R24

RECORDERS MEMO. POOR RECORDED
REPRODUCTION FILE TO QUALITY OF
PRINT OR TYPE ON ORIGINAL DOCUMENT.

5/1006
PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:
County of Kern
Clerk of the Board

WHEN RECORDED MAIL TO:

CLERK, BOARD OF SUPERVISORS
KERN COUNTY ADMINISTRATIVE CENTER
1115 TRUXTUN AVENUE, 5TH FLOOR
BAKERSFIELD, CALIFORNIA 93301

James Maples, Assessor-Recorder
Kern County Official Records

PATTI
Pages: 8
8/11/1997
14:00:00

DOCUMENT #: 0197104355



0197104355

Fees . . . 28.00
Taxes . . .
Other . . .
TOTAL
PAID . . . 28.00

Stat Types:!

THIS SPACE FOR RECORDER'S USE ONLY

CONTRACT AMENDING LAND USE CONTRACT

THIS CONTRACT is entered into this 28th day of July,
19 97, by and between the COUNTY OF KERN, a political subdivision of the State of California,
hereinafter referred to as "County," and PALM FARMS, INC.
hereinafter referred to as "Owner."

WITNESSETH:

(a) WHEREAS, Owner holds title to those certain adjacent parcels of land, hereinafter referred to as Parcel A and Parcel B, situated in the County of Kern, State of California, more particularly described as follows:

SEE EXHIBIT "A"

(b) WHEREAS, said parcels are subject to a certain Land Use Contract, made pursuant to the California Land Conservation Act of 1965 and the Open Space Valuation Law of 1967, dated the 26 day of FEBRUARY, 19 71, between the County and PALM FARMS, INC

recorded in Book 4495, page 523, Official Records of Kern County, and are located in Agricultural Preserve No. 3; and

(c) **WHEREAS**, said Land Use Contract also describes other lands which are not affected by this Contract; and

(d) **WHEREAS**, said parcels are situated in an Exclusive Agriculture District under the provisions of the Zoning Ordinance of Kern County, which prescribes a minimum lot size of twenty (20) acres for the location of one single-family dwelling; and

(e) **WHEREAS**, Parcel A is less than twenty (20) acres; and

(f) **WHEREAS**, Owner proposes to transfer title to Parcel A; and

(g) **WHEREAS**, Owner has applied to the County for a variance from the requirements of Section 19.12.050 of the Zoning Ordinance to allow a single-family dwelling on Parcel A; and

(h) **WHEREAS**, such variance has been granted by the Hearing Officer of a Director's Hearing of the County of Kern, Notice of Decision No. 4-97, subject to certain conditions therein set forth; and

(i) **WHEREAS**, the making of this Contract amending said Land Use Contract is necessary for the purposes of conforming to the conditions to which said variance is subject; and

(j) **WHEREAS**, it is mutually understood and intended by the parties hereto that the restrictions imposed upon Parcel B are in the public interest and are necessary for the continuation and proper administration of the Land Conservation Program in the County of Kern and the proper administration of the Zoning Ordinance of Kern County, and in particular those provisions of said Zoning Ordinance relating to Exclusive Agriculture Districts limiting the density of residential uses upon land in such districts, and that the said restrictions imposed upon Parcel B are beneficial to both Parcel A and Parcel B and should run with the land and be binding for the period of time hereinafter specified; and

(k) **WHEREAS**, Owner proposes to file with the County a petition for cancellation of said

Land Use Contract with respect to Parcel A, to pay the fee heretofore fixed by the Board of Supervisors for the filing of such petitions, and to pay in addition the cancellation fee computed in accordance with the Land Conservation Act in event such cancellation is approved.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. The certain Land Use Contract dated the 26 day of FEBRUARY, 19 71, recorded in Book 4495, page 523, Official Records of Kern County, is hereby amended, but only with respect to Parcel B, hereinabove described, by incorporating therein the provisions of this Contract.

2. Owner covenants and agrees that during such time as said Land Use Contract shall remain in force and effect with respect to said Parcel B, whether during the original term or any renewal thereof, no dwelling house shall be constructed upon or moved onto said Parcel B.

3. Owner covenants and agrees that in the event any dwelling house to be constructed upon or moved onto said Parcel B contrary to the provisions of this Contract, in addition to any other remedy which it may have at law or in equity, after ten (10) days written notice from the County to Owner, Owner shall undertake and diligently pursue the removal of all persons and chattels from said dwelling house and shall undertake and diligently pursue the demolition of said dwelling house or removal of said dwelling house to other lands where the same may be lawfully located and used, all pursuant to the provisions of the Zoning Ordinance and the ordinances relating to the relocation of building, all of which shall be fully completed within ninety (90) days from the day such notice has been given, at the sole expense of Owner.

4. Owner further covenants and agrees that in the event any dwelling house to be constructed upon or moved onto said Parcel B contrary to the provisions of this Contract, and unless Owner shall diligently and timely perform the covenants of the preceding paragraph, in addition to any other remedy which it may have at law or in equity, after ten (10) days written notice from the County to Owner, the County may in the exercise of its sole discretion enter upon said Parcel B and cause

removal of all persons and chattels from said dwelling house, and/or cause demolition of said dwelling house, and/or cause removal of said dwelling house from said Parcel B, each and all at the sole expense of Owner.

Owner hereby designates and appoints as his agent and attorney-in-fact for the performance of the acts aforementioned such officer of the County of Kern as the Board of Supervisors may from time to time nominate for such purposes, which appointment shall be deemed to be one coupled with an interest.

5. Owner covenants and agrees promptly to reimburse the County on demand for any and all expenses which the County may incur, including the sum of ten percent (10%) of all actual cash outlays on account of its administrative expenses, in the performance by the County of any act mentioned in paragraph 4 above. Owner further covenants and agrees that in the event the County brings any action at law or proceeding in equity for the enforcement of this Contract, or for injunction, or for declaratory relief with respect to the provisions of this Contract or to recover any sum which may become payable to the County under the provisions of this Contract, Owner shall pay the County its costs and reasonable attorney fees incurred therein. Any sum to which the County may become entitled under this paragraph shall bear interest at the rate of seven percent (7%) per annum from the time the County incurs such expense to the date of payment thereof.

6. Owner covenants and agrees to waive any damage or injury which may be caused to any chattel within or about any such dwelling house, to said dwelling house, or to any tree, shrub, crop, structure, pipe, or other improvement on said Parcel B arising from performance of any act mentioned in paragraph 4 above.

7. Owner covenants and agrees to hold harmless, indemnify, and defend the County, its governing board, officers, agents, and employees from any claim, suit, or judgment by any person who may assert ownership of any such dwelling house or any part thereof or anything in or on the same or the right to occupy the same or to occupy any land on which the same may be situated, for any damages

or obligation alleged to arise or result from any act of the County, its governing board, officers, agents, or employees in the performance of any act mentioned in paragraph 4 above.

8. Owner covenants and agrees that the period for commencing any legal proceeding mentioned in paragraph 5 is waived effective for a period of four (4) years from the date of expiration of the time limited for the commencement of such legal proceedings by the Code of Civil Procedure.

9. Owner covenants and agrees that no extension of time for the performance of any act herein required to be done or caused by owner shall be valid unless in writing and approved by the Board of Supervisors of the County.

10. Owner covenants and agrees that any notice required to be given by the County under the provisions of this Contract may be served in person or by ordinary United States mail, postage prepaid, addressed to Owner at the address set forth hereinbelow, or such other address of Owner or any successor in interest as may be shown in a document lodged with the Clerk of the Board of Supervisors requesting a change of such address and making reference to this Contract.

11. Owner covenants and agrees that each and all of the covenants of Owner herein contained shall run with the land herein described as Parcel B and be binding upon the heirs, personal representatives, trustees, successors, and assigns of Owner having or claiming any interest in said Parcel B.

12. It is mutually agreed that the provisions of the Contract shall become operative only at such time as the Board of Supervisors of the County of Kern may have adopted a resolution giving tentative approval of cancellation of said Land Use Contract with respect to said Parcel A and fixing the amount of cancellation fee, and said cancellation fee has been paid in full within the time prescribed in said resolution, and a Certificate of Final Cancellation of the Clerk of the Board of Supervisors has been filed for record. Nothing in this Contract shall be construed as authorizing or implying approval of cancellation of said Land Use Contract with respect to said Parcel A. If the Board of Supervisors determines not to approve cancellation of said Contract with respect to said Parcel A, the County agrees

to enter into a recordable agreement for the purposes of cancellation of this Contract if so requested by Owner.

- 13. This Contract may be amended by mutual agreement of the parties hereto.
- 14. It is mutually agreed that this Contract shall be filed for record forthwith.

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

ATTEST:

SUE DAVIS
Clerk of the Board of Supervisors

COUNTY OF KERN

By Steve A. Perry
Chairman, Board of Supervisors

By Karen Shatswell
Deputy

OWNER

Palm Farms, Inc.
HERBERT G. WALKER
Herbert G. Walker
Herbert G. Walker

Address: 4801 STOCKDALE HWY

BAKERSFIELD, CA 93309

Approved:

Ted James
TED JAMES, AICP, Director
Planning Department

CERTIFICATE OF DELIVERY OF DOCUMENT

I am employed by the County of Kern as a Deputy Clerk II of the Board of Supervisors. On 8/4/97, I delivered a copy of the document entitled Contract Amending Land Use Contract to the Chairperson of the Kern County Board of Supervisors.

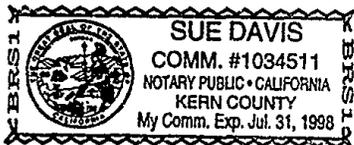
Karen Shatswell
Deputy Clerk

ACKNOWLEDGEMENT
(County of Kern)
All Purpose

STATE OF CALIFORNIA)
) ss
COUNTY OF KERN)

On this 4th day of August, in the year 1997,
before me, Sue Davis, the undersigned,
personally appeared Kaaren Shatswell,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day
and year in this Certificate first above written.



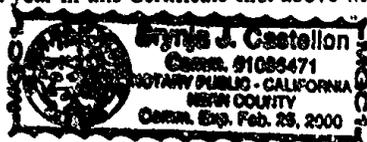
Sue Davis
Notary Public in and for the State of California

ACKNOWLEDGEMENT
(Owner(s))
All Purpose

STATE OF CALIFORNIA)
) ss
COUNTY OF KERN)

On this 27th day of February, in the year 1997,
before me, Brynja J. Castellon, the undersigned,
personally appeared Herbert J. Walker,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day
and year in this Certificate first above written.



Brynja J. Castellon
Notary Public in and for the State of California

EXHIBIT "A"
PARCEL A

ALL THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 63-94 IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER CERTIFICATE OF COMPLIANCE RECORDED JANUARY 20, 1995 AS INSTRUMENT NO. 007612 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 24 EAST, M.D.M.; THENCE N 89° 23' 30" W ALONG THE NORTH LINE OF SECTION 9 TOWNSHIP 30 SOUTH, RANGE 24 EAST, M.D.M., A DISTANCE OF 41.00 FEET TO THE WEST LINE OF SAID PARCEL A OF LOT LINE ADJUSTMENT NO. 63-94; THENCE S 00° 46' 41" W ALONG SAID WEST LINE, A DISTANCE OF 640.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 420.01 FEET TO THE SOUTH LINE OF SAID PARCEL A; THENCE S 89° 14' 01" E ALONG THE SAID SOUTH LINE, A DISTANCE OF 444.00 FEET; THENCE N 00° 46' 41" E, A DISTANCE OF 419.92 FEET; THENCE N 89° 13' 19" W, A DISTANCE OF 444.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 4.28 ACRES MORE OR LESS.

PARCEL B

ALL THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 63-94 IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER CERTIFICATE OF COMPLIANCE RECORDED JANUARY 20, 1995 AS INSTRUMENT NO. 007612 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

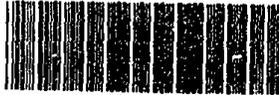
COMMENCING AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 24 EAST, M.D.M.; THENCE N 89° 23' 30" W ALONG THE NORTH LINE OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 24 EAST, M.D.M., A DISTANCE OF 41.00 FEET TO THE WEST LINE OF SAID PARCEL A OF LOT LINE ADJUSTMENT NO. 63-94; THENCE S 00° 46' 41" W ALONG SAID WEST LINE, A DISTANCE OF 1060.94 FEET TO THE SOUTH LINE OF SAID PARCEL A; THENCE S 89° 14' 01" E ALONG THE SOUTH LINE, A DISTANCE OF 444.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 761.04 FEET; THENCE N 00° 23' 43" W, A DISTANCE OF 58.24 FEET; THENCE S 89° 51' 55" E, A DISTANCE OF 369.39 FEET; THENCE N 00° 58' 27" W, A DISTANCE OF 359.53 FEET; THENCE S 54° 20' 18" E, A DISTANCE OF 1215.43 FEET; THENCE N 84° 12' 24" E, A DISTANCE OF 75.09 FEET; THENCE N 02° 38' 35" E, A DISTANCE OF 70.34 FEET; THENCE N 53° 45' 12" W, A DISTANCE OF 1138.62 FEET; THENCE N 89° 13' 3" W, A DISTANCE OF 1250.93 FEET; THENCE S 00° 46' 41" W, A DISTANCE OF 489.27 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 15.72 ACRES MORE OR LESS.

James Maples, Assessor-Recorder
Kern County Official Records

PATTI
Pages: 3
8/11/1997
14:00:00

DOCUMENT #: 0197104356



0197104356

Record at the request of
and return to:
County of Kern
Clerk of the Board
1115 Truxtun Ave. 5th Floor
Bakersfield CA 93301

Fees . . .
Taxes . . .
Other
TOTAL
PAID . . .

Stat Types: 1

CERTIFICATE OF CANCELLATION
WITH RESPECT TO LAND UNDER CONTRACTUAL RESTRICTIONS
(LAND CONSERVATION ACT OF 1965)

NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

1. The Board of Supervisors of the County of Kern has given tentative approval of the petition of PALM FARMS INC. BY PORTER-ROBERTSON for cancellation of contractual restrictions contained in a contract recorded February 26, 1971 in Book 4495, Page 523, as to the land hereinafter more fully described, entered into under the Land Conservation Act of 1965, and which land is located in Agricultural Preserve No. 3 in the County of Kern, after public hearing duly noticed and held.

2. The name of the owner of the land herein mentioned, at the time of the tentative cancellation was PALM FARMS INC.

3. In giving such tentative approval, said Board prescribed the conditions and contingencies, including payment of a cancellation fee, to be satisfied prior to issuance and recordation of a certificate of cancellation of said contractual restrictions.

4. Said conditions and contingencies have been satisfied, and said contractual restrictions shall henceforth be deemed cancelled as to the real property in the County of Kern, State of California, as described in the attached Exhibit A:

Dated this 4th day of August, 1997.

SUE DAVIS
Clerk of the Board of Supervisors
County of Kern, State of California

By: Kerren Shatwell
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
CANCELLATION #97-3

CONTRACT AMENDING LAND USE CONTRACT
AND
CANCELLATION

ALL THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 63-94 IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER CERTIFICATE OF COMPLIANCE RECORDED JANUARY 20, 1995 AS INSTRUMENT NO. 007612 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 4.28 ACRES MORE OR LESS.

CONTRACT AMENDING LAND USE CONTRACT ONLY

ALL THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 63-94 IN THE UNINCORPORATED AREA OF THE COUNTY OF KERN, STATE OF CALIFORNIA, AS PER CERTIFICATE OF COMPLIANCE RECORDED JANUARY 20, 1995 AS INSTRUMENT NO. 007612 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 15.72 ACRES MORE OR LESS.

RECORDED AT REQUEST OF:
AND RETURN TO:
CLERK OF THE BOARD
CIVIC CENTER - ROOM 600
BAKERSFIELD, CALIF. - 93301

FEB-28-69 12609 • 4:00P • D 18 FBK 2 6.80

Recorded By RAY A. VERCAMMEN, Kern Co. Recorder
LAND USE CONTRACT

(Pursuant to California Land Conservation Act of)
(1965 and Open-Space Land Valuation Law of 1967)

THIS CONTRACT, made and entered into this 27TH day of FEBRUARY,
1969, by and between the COUNTY OF KERN, a political subdivision of
the State of California, hereinafter referred to as "COUNTY", and 6⁸⁰

MARTIN SNOW, JR.

, hereinafter referred to as "OWNER",

W I T N E S S E T H :

WHEREAS, Owner is the owner of certain real property situate in
the County of Kern, State of California, which is presently devoted to
agricultural use, which property is particularly identified and described
in Exhibit "A" attached hereto and by this reference incorporated herein
and made a part of this Contract; and

WHEREAS, said property is classified as "prime agricultural land"
as defined in Section 51201(c) of the Government Code and is located
in Agricultural Preserve number 3 heretofore established
by Resolution of the Board of Supervisors of the County of Kern, which
Preserve contains not less than 100 acres; and

WHEREAS, both Owner and County desire to limit the use of said
property to agricultural uses in order to continue in existence a maxi-
mum of prime agricultural lands for the production of food and fiber
and to discourage premature and unnecessary conversion of such land from
agricultural uses, recognizing that such land has definite public value
as open space, and that the preservation of such land in agricultural
production constitutes an important physical, social, esthetic and
economic asset to County and is necessary for the maintenance of the
agricultural economy of County and the State of California, and Owner
desires to take advantage of the provisions of Chapter 1711, Statutes
of 1967; and

WHEREAS, the placement of said property in an Agricultural Preserve

and the execution and approval of this Contract is deemed to be a determination by all parties concerned that the highest and best use of the property during the term of this Contract and all renewals thereof is for the production of agricultural commodities for commercial purposes;

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. This Contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200) and is subject to all the provisions thereof and by this reference the provisions of said Act are incorporated herein and made a part hereof.

2. During the term of this Contract or any renewals thereof the above-described land shall not be used for any purpose other than the production of agricultural commodities for commercial purposes and compatible uses in accordance with the land use restrictions included in the Resolution prescribing uniform rules for the administration of the Agricultural Preserve within which the land is located, which uniform rules and land use restrictions are by this reference incorporated in and made a part of this Contract. No structures shall be erected upon said land except such structures as may be directly related to authorized uses of the land. Pursuant to the provisions of Section 423 of the Revenue and Taxation Code (Chapter 1711, Statutes of 1967) it is understood by the parties that the uses of the lands which are the subject of this Contract contemplated by County and legally available to Owner are those uses herein specified to which uses Owner agrees to devote the said land during the period of this Contract.

3. During the term of this Contract, and extensions thereof, the Board of Supervisors of County may add to those agricultural and compatible uses specified in the Resolution prescribing uniform rules for the administration of the Preserve within which the land is located

or otherwise modify said uniform rules and land use restrictions after calling a hearing thereon and publishing notice pursuant to Section 6061 or the Government Code; provided, however, said Board shall not eliminate a permitted compatible use during the term of this Contract without the written consent of Owner. It is understood that neither the provisions of this Contract nor of any Resolution defining the land uses permitted hereunder can limit or supersede the planning and zoning powers of County.

4. Upon the filing of any action in eminent domain for the condemnation of the fee title of any land described herein, or of less than a fee interest which will prevent said land being used for any authorized agricultural or compatible use, or upon the acquisition in lieu of condemnation of the fee title of any land described herein or such acquisition of less than a fee interest which will prevent the land being used for any authorized use, this Contract is null and void upon such filing or acquisition as to the portion of the land described herein so taken or acquired, and also as to such portion of the herein-described land as is severed by such taking or acquisition in such a manner as to prevent continued use of the severed portion for authorized agricultural or compatible uses, and the condemning agency shall proceed as if this Contract never existed.

5. This Contract shall be effective as of the 28th day of February next succeeding the date which is first mentioned herein, and shall remain in effect for an initial term of ten (10) years therefrom and during renewals of this Contract. Each 28th day of February of each year during which this contract shall be in effect shall be deemed to be the annual renewal date of this Contract, as mentioned in Sections 51244 and 51245 of the Government Code. On said annual renewal date a year shall be added automatically to the initial term aforementioned unless notice of nonrenewal is given as provided in Section 51245 of the Government Code.

6. Owner hereby waives any obligation of County to make any payments to Owner under this Contract and Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of land described herein and any reduction therein due to the imposition of the limitations on its use contained herein.

7. The within Contract shall "run with the land" described herein, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the parties hereto.

8. This Contract may not be cancelled by either Owner or County acting unilaterally and may only be cancelled on the mutual agreement of all parties to the Contract, and the State, proceeding in accordance with the provisions of Section 51280 through Section 51286 of the Government Code.

9. It is agreed that removal of any land under this Contract from an Agricultural Preserve, either by change of boundaries of the preserve or disestablishment of the preserve, shall be deemed the equivalent of a notice of nonrenewal by County for purposes of Section 422 of the Revenue and Taxation Code.

10. Notices to be given to Owner pursuant to this Contract may be sent by U. S. Mail addressed to Owner at the address shown below Owner's signature hereinbelow. Notices to County may be sent by U. S. Mail addressed to Board of Supervisors, County of Kern, Kern County Civic Center, 1415 Truxtun Avenue, Bakersfield, California.

By the means mentioned in this paragraph a party may give notice of a new address, after which notices to be given to such party shall be sent by U. S. Mail addressed to such party at such new address.

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

COUNTY OF KERN

By John Hall
Chairman, Board of Supervisors

ATTEST:
Vera K. Gibson, County
Clerk and ex-Officio Clerk
of the Board of Supervisors

By E. F. Kimbriel
Deputy

OWNER

Martin Strong

Address: RTE 1, Box 41

Buttsworth

ACKNOWLEDGMENTS

County of Kern

STATE OF CALIFORNIA)
) ss
COUNTY OF KERN)

On this _____ day of FEB 28 1969, in the year 19____, before me, E. F. Kimbriel, Deputy Clerk, Board of Supervisors of the County of Kern, personally appeared JOHN HOLT, known to me to be the Chairman of the Board of Supervisors of the County of Kern, and known to me to be the person who executed the within instrument on behalf of said County, and acknowledged to me that such County executed the same.

WITNESS my hand and Official Seal of the Kern County Board of Supervisors.

VERA K. GIBSON
Clerk, Board of Supervisors
By: E. F. Kimbriel
Deputy Clerk

Owner(s)

STATE OF CALIFORNIA)
) ss
COUNTY OF KERN)

On this 27th day of February, in the year 1969, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Kern, duly commissioned and sworn, personally appeared Martin Snow, Jr. known to me to be the person described in, whose name is, _____ subscribed to and who executed the within instrument, and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Marella Williams
Notary Public in and for the
State of California.

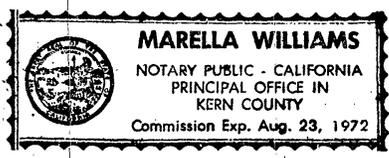


EXHIBIT "A"

Identification and Description of Real Property

PARCEL 159-050-04-01 95 ACRES
S $\frac{1}{2}$ LYING W $\frac{1}{2}$ OF C $\frac{1}{2}$ OF EASTSIDE CANAL, SECS 10/11 T30 R24

PARCEL 159-040-02 73 ACRES
E $\frac{1}{2}$ OF SE $\frac{1}{4}$ SECS 10/11 T30 R24

Notary Public
RD 5
ST. LOUIS, MO
DEPUTY

FEB 29 11 25 AM 1969

FILED
BOOK
PAGE