COUNTY OF SAN MATEO
ENVIRONMENTAL SERVICES AGENCY

INTER-DEPARTMENTAL CORRESPONDENCE

Submittal Date February 21, 2001
Meeting Date March 6, 2001

TO: Honorable Board of Supervisors

FROM: Marcia Raines, Director of Environmental Services MR

SUBJECT: Resolution rescinding California Land Conservation (Williamson Act) Contract and replacing it with an Open Space Easement, pursuant to Government Code Section 51255 (Assessor's Parcel Number. 087-220-080; Address 130 Hildebrand)

RECOMMENDATION

Adopt a Resolution authorizing the President to enter into an agreement to rescind a California Land Conservation (Williamson Act) Contract and replace it with an Open Space Easement, pursuant to Government Code Section 51255, for Assessor's Parcel Number 087-220-080

BACKGROUND

Report prepared by Terry Burnes, Planning Administrator, Telephone 650-363-1861

Applicant Michael McCracken

Owner Michael McCracken et al

Location 130 Hildebrand, La Honda

APN: 087-220-080

Parcel size: 40 acres MOL

Existing Zoning Resource Management (RM)

General Plan Designation: Open Space

Existing Land Use. Single family residence

Environmental Evaluation: Categorically exempt under Class 17, which includes " . the acceptance of easements . in order to maintain the open space character of the area."

DISCUSSION

1. The California Land Conservation (Williamson) Act.

The California Land Conservation Act, also known as the Williamson Act, allows the County to enter into agreements with landowners whereby the owners restrict use of their property in accordance with the terms of the agreement In San Mateo County, these restrictions generally repeat or parallel the limitations of the applicable zoning district, in this case the Resource Management (RM) District In return, the owners pay reduced property taxes for the life of the contract

The contract is a ten-year, annually renewing contract Unless the owner files for non-renewal of the contract, it automatically renews each year for an additional ten-year period Upon filing for non-renewal, the contract runs for a final ten-year period.

2. Owners have filed for non-renewal.

On November 2, 2000, the owners filed for non-renewal of the Land Conservation Contract in question. If no other action is taken, the contract will expire on April 11, 2011 At that point only the normal zoning controls would apply to the property

3. Authority to replace a Land Conservation Contract with an Open Space Easement.

Government Code Section 51255 authorizes the County and the property owner, upon their mutual agreement, to replace a Land Conservation Contract with an Open Space Easement, " provided that the easement is consistent with the Williamson Act (this chapter) for the duration of the original Willamson Act contract . this action may be taken notwithstanding the prior serving of a notice of nonrenewal . ."

The owner has requested that the County agree to replace the existing Land Conservation Contract with an Open Space Easement According to Government Code 51255, the basic finding, which the Board must make, is that the easement is consistent with the Williamson Act

4. Owner's objective.

The owner's objective with regard to this property is to subdivide it into two approximately equal parcels, construct a second home and jointly manage the two resultant properties as a wine grape vineyard This plan and its feasibility are addressed in the attached Agricultural Land Management Plan prepared by the owner's consultants The joint agricultural management plan would be formally implemented through CC&Rs and other mechanisms which would be imposed at the time of subdivision.

The property would qualify for two density credits, allowing two parcels and two homes, except for the existing Land Conservation Contract The County's RM density calculation regulations limit land under such a contract to one density credit per every 40 acres. Thus, the owner desires to utilize the procedures in Government Code Section 51255 to replace the Williamson Act contract with an equivalent Open Space Easement, which would not have that effect.

5. **Provisions of proposed Open Space Easement.**

The owner proposes that the Open Space Easement would be more protective of the property in two ways First, it would run for a longer term than the ten years remaining on the Land Conservation Contract The owner proposes 30 years, but would accept a longer term Second, it will restrict use of the property to a more limited subset of 14 of the 28 uses allowed by the current contract and the underlying zoning

6. **Benefit to the County.**

Given that the owners have filed for non-renewal of the Land Conservation Contract, the open space protections of that contract would expire in ten years At that point, the property could be subdivided as proposed, and the property would be eligible for the full set of 28 uses allowed by the RM zoning By substituting an Open Space Easement now, with a substantially longer term and a more restricted list of allowed compatible uses. the property would appear to be better protected in the long term

7. **Required finding.**

The proposed Resolution incorporates language to the effect that the proposed Conservation Easement is consistent with the Williamson Act, as required by Government Code Section 51255.

REVIEWING AGENCIES

County Counsel

ATTACHMENTS

1 Resolution.
2 Recission of Land Conservation Contract
3 Open Space Easement
4 Location map
5 Application
6 Agricultural land management plan

COPIES

County Counsel
Owner/Applicant
Chair, San Mateo County Agricultural Advisory Committee
Lennie Roberts, Committee for Green Foothills

MDR TB tb – Tlbl0236_wkru doc

RESOLUTION NO _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * * * * * *

RESOLUTION AUTHORIZING THE RESCISSION OF A LAND CONSERVATION CONTRACT AND SIMULTANEOUS EXECUTION OF A GRANT OF OPEN SPACE EASEMENT PURSUANT TO THE OPEN-SPACE EASEMENT ACT OF 1974

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on April 3, 1990, the County entered into a Land Conservation Contract covering certain land described therein (the "Property"), which contract was recorded in the Official Records of the County of San Mateo on April 11, 1990, as Document No 90048334, and

WHEREAS, on October 27, 2000, the owners of the Property served a notice of non-renewal of such contract pursuant to Government Code section 51245; and

WHEREAS, pursuant to Government Code section 51255, the current owner of the Property, Ruiz Real Estate Ventures O P , LLC, has made application to simultaneously rescind the Land Conservation Contract and enter into a Grant of Open Space Easement, and

WHEREAS, the proposed Grant of Open Space Easement would benefit the County in that (1) it would secure enforceable open space restrictions on the Property for a minimum period of thirty (30) years, and (2) it would prohibit uses that, while allowed by the underlying zoning, would be inappropriate for the subject Property, and

WHEREAS, Government Code section 66474 4 provides that non-prime agricultural land subject to a Williamson Act contract, or a successor Open Space Easement, may be

subdivided into parcels less than forty (40) acres in size upon a finding that the resulting parcels can nevertheless sustain an agricultural use, and

WHEREAS, the applicant has presented evidence, in the form of a document entitled Willow Spring Vineyard Agricultural Land Management Plan, dated February 2001, demonstrating that a viable vineyard operation can be carried out on non-prime soils on the site notwithstanding that the portion of the Property to be used for a vineyard is less than forty (40) acres in size, and

WHEREAS, the Board has reviewed the proposed Grant of Open Space Easement and desires to enter into same,

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED AS FOLLOWS:

1. That the President of the Board is hereby authorized and directed to execute the Agreement Rescinding Land Conservation Contract and the Grant of Open Space Easement as presented, and the Clerk of the Board shall attest to his signatures thereto

2 That the Board hereby finds, pursuant to Government Code section 66474 4, and based on evidence presented in the Willow Spring Vineyard Agricultural Land Management Plan and oral testimony presented at the hearing of this matter, that the parcels that would result from the proposed subdivision can sustain an agricultural use notwithstanding that the agricultural use would be carried out on non-prime land less than forty (40) acres in size

* * * * * * * *

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

AGREEMENT RESCINDING LAND CONSERVATION CONTRACT IN ORDER TO SIMULTANEOUSLY ENTER INTO A GRANT OF OPEN SPACE EASEMENT PURSUANT TO THE OPEN-SPACE EASEMENT ACT OF 1974

This AGREEMENT RESCINDING LAND CONSERVATION CONTRACT ("Agreement") is made this _____ day of _____2001, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County"), and RUIZ REAL ESTATE VENTURES O P , LLC ("Owner")

RECITALS

A Owner is the legal owner of certain real p operty situated in the County of San Mateo, as particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property")

B On April 3, 1990, Owner's predecessors in interest in the Property and County entered into a California Land Conservation Contract, No AP 89-2, pursuant to the California Land Conservation Act, Government Code section 51200 et seq , which contract was recorded in the Official Records of the County of San Mateo on April 11, 1990, as Document No. 90048334

C On March 6, 2001, by Resolution No _____, the Board of Supervisors determined to simultaneously rescind the above-referenced Land Conservation Contract in order to simultaneously enter into a Grant of Open Space Easement, as authorized by Government Code section 51255

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows

AGREEMENT

1 California Land Conservation Contract No AP 89-2, recorded in the Official Records of the County of San Mateo on April 11, 1990, as Document No 90048334, as it effects the Property described in Exhibit "A," is hereby rescinded

2 This Agreement shall become effective if and only if, a Grant of Open Space Easement effecting the Property is entered .nto by and between the County and Owner and recorded in the Official Records of the County of San Mateo

3 This Agreement shall be governed by and construed in accordance with the laws of the State of California

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

Dated 02/22/2001

RUIZ REAL ESTATE VENTURES O P , LLC
A Limited Liability Company ("Owner")

By _____

Dated _____

COUNTY OF SAN MATEO

By _____
Michael D Nevin, President
Board of Supervisors

TFC MPM/mw sw
L \CLIENT\P_DEPTS\PLANNING\Recission Willow Spring wpd
12/23/99

EXHIBIT "A"
Legal Description

The real property is situated in the County of San Mateo, State of California and is described as follows

PARCEL I

Parcel "A" as shown on that certain map entitled "Parcel Map of Resubdivision of the South ½ of the Northeast ¼ of Section 14, T7S, R4W. MDB&M, being a portion of the lands described in 4744 O R 195, San Mateo County, California," filed in the office of the County Recorder of San Mateo County, State of California on November 26, 1973, in Volume 23 of Parcel Maps at page 4

APN 078-220-080

GRANT OF OPEN SPACE EASEMENT

This Grant of Open Space Easement is made this __ day of March, 2001, by and between Ruiz Real Estate Ventures O P , LLC, a California Limited Liability Company, ("Grantor") and the County of San Mateo, a political subdivision of the State of California, ("Grantee")

RECITALS

A The property which is the subject of this grant is located in unincorporated San Mateo County, State of California, described generally as San Mateo County Assessor Parcel No 078-220-080, more particularly described in Exhibit A hereto ("the Property")

B The Property possesses natural, scenic, open space and agricultural values which are worthy of long-term preservation pursuant to the California Open Space Easement Act of 1974, California Government Code § 51070 et seq ("The Act")

C It is the intention of Grantor to grant to Grantee an Open Space Easement on, over, and across the Property pursuant to the Act

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1 **Purpose of Easement.** The purpose of this grant is to preserve the natural, scenic, and open space character of the Property for public use and enjoyment and the agricultural values of the Property for sustained agricultural use

2 **Acceptance By Grantee.** By accepting this grant, Grantee agrees to honor the intentions of Grantor and to act in a manner consistent with the purposes of this grant and to preserve and protect for the term of this easement the conservation values of the Property

3 **Grant of Easement.** In consideration of the above and the mutual covenants, terms, conditions and restrictions contained in this grant, and pursuant to the laws of California, and, in particular, the Open Space Easement Act of 1974, Grantor voluntarily grants to Grantee an Open Space Easement in the Property for a period of not less than thirty (30) years, subject to the terms of this grant Every year on a specified date, a year shall be automatically added to the term of this grant deed unless a notice of non-renewal is given as provided in § 51091 of the California Government Code

4 **Covenants.** The Property shall be used by Grantor and Grantor's successors only for those purposes that will maintain the open space character of the Property and the agricultural viability of the Property Specifically, Grantor and its successors shall not do, cause, or permit any use of the Property for any purposes except as is consistent with the stated purposes, terms, conditions, restrictions and covenants of this Open Space Easement and the provisions of the Act Further, of the twenty eight uses otherwise permitted under section 6315 of the San Mateo County Zoning Regulations, only the agricultural, residential, recreational and commercial uses listed in subsections [a],[b],[c],[d],[I],[o],[p],[q],[s],[t],[w] and [x] and section 6316 [second dwelling units] shall be permitted under this easement All other uses listed in section 6315 are expressly prohibited Further,

the property shall not be subdivided except as allowed under the County's density calculation procedures and as authorized by the County pursuant to a vesting tentative map, which Grantor intends to prepare and submit to the County at a future date. [This grant contemplates that such submittal shall occur in calendar year 2001 Failure by the Grantor to submit a map in this time frame shall not, however, void its right to do so in later years]

5 **Reservation of Rights.** Grantor reserves the right to all uses and occupancy of, and ingress and egress to and from, the Property in any manner consistent with the purposes, terms, conditions, restrictions, and covenants of this granted Open Space Easement

6 **Right To Prevent Prohibited Use.** Grantor grants to Grantee and Grantee's successors and assigns, for the duration of this grant, the right, but not the obligation, to prevent or prohibit any activity that is inconsistent with the stated purposes, terms, conditions, restrictions, or covenants of this grant, and the right to enter the Property for the purpose of enforcing this right

7. **Enforcement.** Any act or any conveyance, contract or authorization, whether written or oral, by the Grantor which uses or would cause to be used or would permit use of the Property contrary to the terms of this grant will be deemed a breach hereof The Grantee may bring any action in court necessary to enforce this grant, including, but not limited to, injunction to terminate a breaching activity and to force the restoration of all damage done by such activity, or an action to enforce the terms and provisions hereof by specific performance Any forebearance on the part of the Grantee to enforce the terms and provisions hereof

in the event of a breach shall not be deemed a waiver of Grantee's rights regarding any subsequent breach Any individual citizen may also bring an action in law or equity to enforce this grant It is understood and agreed that the enforcement proceeding provided in this paragraph is not the exclusive remedy for the Grantee or other enforcing party and that Grantee, or other enforcing party, shall have sole discretion to determine the remedy sought in a such a proceeding

8 **Acts Beyond Grantor's Control.** Nothing contained in this instrument may be construed to entitle Grantee to bring an action of enforcement against Grantor for any injury to or change in the Property resulting from causes that are beyond Grantor's control, including, without limitation, fire, flood, storm, earth movement, vandalism or any prudent or reasonable action undertaken by Grantor in emergency situations to prevent or mitigate significant damage or injury to the Property resulting from such causes

9 **No Authorization For Public Trespass.** The granting of this Open Space Easement and the acceptance by Grantee do not authorize, and are not to be construed as authorizing, the public or any member of the public to enter, trespass on, or to use all or any portion of the Property, or as granting to the public or any member thereof any interest or legally cognizable rights in or to the Property

10 **Costs, Taxes and Liabilities.** Grantor retains all responsibility and shall bear all costs and liabilities of any kind concerning the ownership, operation, and maintenance of the Property.

11 **Condemnation.** If an action in eminent domain or condemnation of any interest in the Property is filed, or if the Property is acquired for public improvement by a

public agency, these restriction shall be null and void as to the interest in the Property actually condemned or acquired However, all conditions, restrictions and covenants of this grant shall be in effect during the pendency of such an action, if such an action is abandoned before the recordation of a final order of condemnation, any portion of the Property that is not actually acquired for public use shall once again be subject to all of the terms, conditions, restrictions and covenants of this grant Grantor shall be entitled to an amount of compensation as if the Property had not been burdened by this Open Space Easement, consistent with §51095 of the California Government Code

12 **Liability And Indemnification.** This grant is made and accepted upon the express condition that the Grantee, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee, while in, or upon, or in any way connected with the Property, Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, its agencies, departments, officer, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. The Grantee shall have no right of control over, nor duties and responsibilities with respect to, the Property which would subject the Grantee to any liability occurring upon the land by virtue of the fact that the right of the Grantee to enter the land is strictly limited to preventing uses inconsistent with the

interest granted and does not include the right to enter the land for the purposes of correcting any dangerous condition as defined by the California Government Code Section 830.

13 **Amendment.** This Open Space Easement may not be amended in whole or in part as to any term, condition, restriction or covenant without the prior written consent of grantee.

14 **Successors and Assigns.** This grant and each and every term, condition, restriction and covenant of this grant is intended for the benefit of the public and is enforceable pursuant to provisions of the Act This grant binds Grantor and Grantor's successors and assigns and constitutes a servitude on the Property that runs with the land

15 **Liberal Construction.** This Open Space Easement is to be liberally construed in favor of the Grantee in order to effectuate the purposes hereunder and the policies and purposes of the Act

16 **Severability.** If any provision of this grant is found to be invalid, or if the application of this grant to any person or circumstance is disallowed or found to be invalid, the remainder of the provisions of this grant will be effective and shall remain in full force and effect.

17 **Controlling Law.** This grant is to be interpreted, enforced, and performed in accordance with the laws of the State of California

18 **Entire Agreement.** This agreement sets forth the entire agreement of the parties with respect to the Open Space Easement and supercedes all previous conversations, negotiations, understandings, settlements, or agreements related to

this Open Space Easement

19 **Enforceable Restriction.** This Open Space Easement is intended to constitute an enforceable restriction pursuant to the provisions of the California Constitution, Article VIII, Section 8, and Sections 402 1 and 421 through 423 3 of the California Revenue and Taxation Code

20 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, collectively, be signed by all parties. Each counterpart shall be deemed an original instrument as against any party who has signed it In the event of any discrepancy between the counterparts produced, the recorded counterpart controls

DATED February 21, 2001

_____

Grantor, Ruiz Real Estate Ventures O P , LLC

By _____

Chester Ruiz, Member

ACCEPTANCE OF OPEN SPACE EASEMENT

Pursuant to the Open Space Easement Act of 1974, the County of San Mateo hereby accepts this Grant of Open Space Easement

DATED February___, 2001

_____

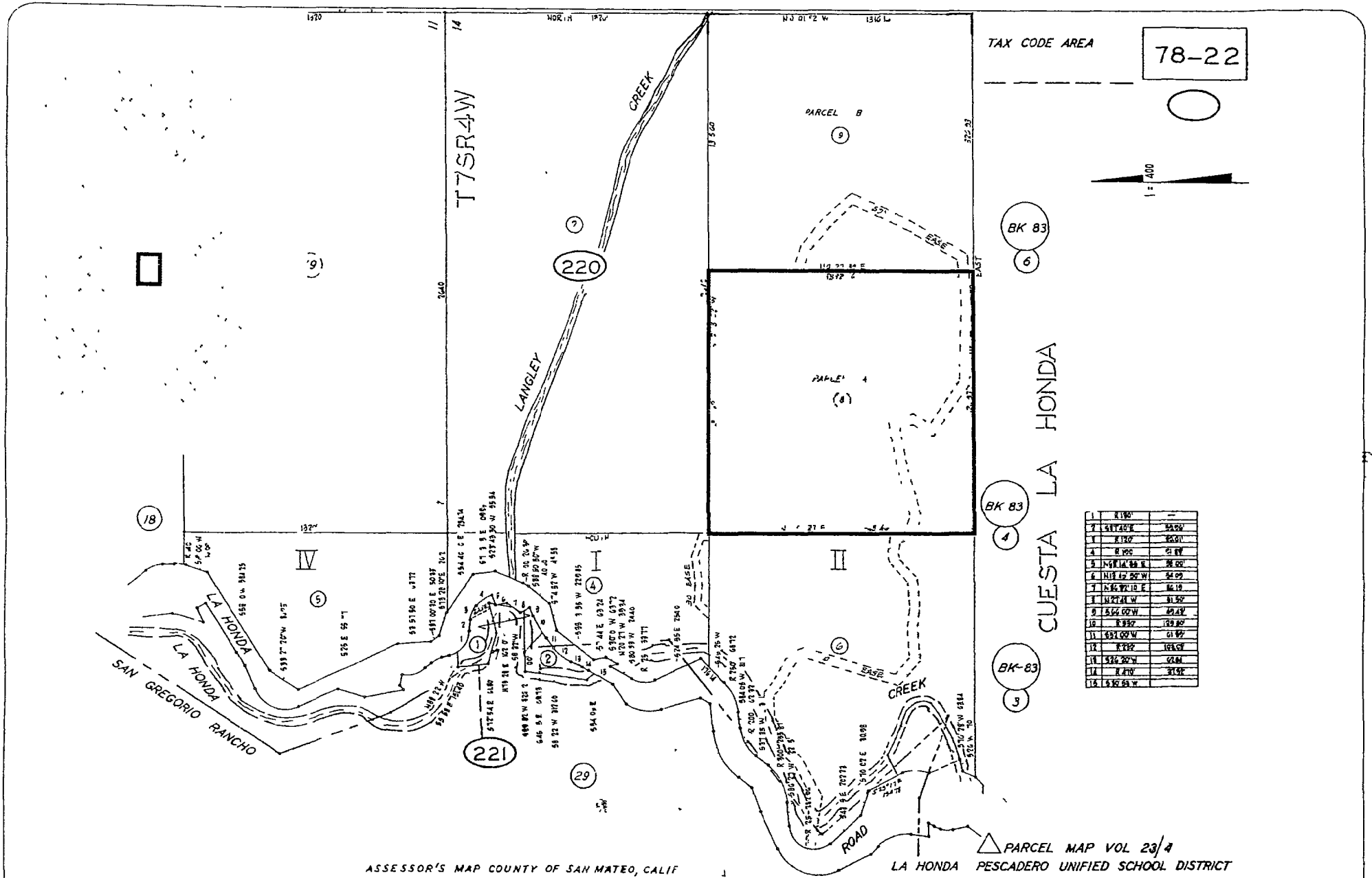
EXHIBIT "A"
Legal Description

The real property is situated in the County of San Mateo, State of California, and is described as follows:

PARCEL I

Parcel "A" as shown on that certain map entitled "Parcel Map of Resubdivision of the South ½ of the Northeast ¼ of Section 14, T7S, R4W, MDB&M, being a portion of the lands described in 4744 O R 195, San Mateo County, California," filed in the office of the County Recorder of San Mateo County, State of California on November 26, 1973, in Volume 23 of Parcel Maps at page 4

APN 078-220-080



San Mateo County Board of Supervisors

Applicant

File Numbers

Attachment 4

McCRACKEN, BYERS & HAESLOOP
SAN FRANCISCO AIRPORT OFFICE CENTER
840 MALCOLM ROAD SUITE 200
BURLINGAME, CALIFORNIA 94010
TELEPHONE (650) 259-5979
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E-MAIL mcbyer@earthlink.net

MICHAEL D. McCRACKEN
DAVID J. BYERS
MARK HAESLOOP, P.C.
DANIELA CRAWFORD
BETH C. TENNEY

PARALEGALS
JILL BRIGGS

February 5, 2001

APPLICATION TO COUNTY OF SAN MATEO BOARD OF SUPERVISORS TO RESCIND LAND CONSERVATION CONTRACT AND SIMULTANEOUSLY ENTER INTO OPEN SPACE EASEMENT

INTRODUCTION

My wife and I are the co-owners of a ± 40 acre parcel on Highway 84 (Woodside/La Honda Road) between Skylonda and La Honda. We have been working several years to acquire this parcel, develop a vineyard on it, and build our permanent home.

There is presently a California Land Conservation Contract (also referred to as a "Williamson Act Contract") recorded on the property. In order for my wife and I to effect our plans, we need to replace this contract (which now has a ten (10) year life) with another recorded land conservation instrument -- an Open Space Easement -- which will have a minimum twenty (20) year life. Please consider this letter my formal application to do so.[1]

LEGAL AUTHORITY; FINDINGS

The land use restrictions contained in a Land Conservation Contract are virtually identical to those contained in an Open Space Easement. The **purposes** to be achieved by these two devices -- preservation of land for future agricultural and open space use -- are also identical. The only legal finding you are obligated to make is that the requested conversion from Land Conservation Contract to Open Space Easement be "consistent with the Williamson Act" (Government Code §51255(a)). Our proposal meets this consistency test on either of two grounds. (1) it creates viable agricultural production on the property where none has existed in the past (the attached ALMP documents this fact, and the farming community who is supporting this application will attest to it), and (2) under California law, vineyard property is characterized as prime agricultural land, thus allowing subdivision into parcels of ten (ten) acres or more. Our

[1] The law permits such a procedure. I have thoroughly discussed this, many times, with Mike Murphy and Terry Burnes, both of whom are well-versed on the facts and law.

proposal calls for two twenty acre parcels

Furthermore, from a strictly preservationist viewpoint, our proposal is an improvement over the status quo The existing Land Conservation Contract has an existing life of ten (10) years The Open Space Easement we propose will have a minimum **twenty** (20) year life

ATTACHMENTS

A ALMP This document, with attachments, (1) compares existing uses of the property with proposed uses, (2) summarizes soil, water, slope and climate conditions relative to a vineyard, (3) addresses land management practices (e g , drainage, soil conservation, erosion control), and (4) provides legal mechanisms (e g , deed restrictions) to bind future owners to the operation and maintenance of the vineyard

B PRELIMINARY VESTING TENTATIVE MAP (Attachment A to ALMP) Under the Resource Management District ("RMD"), we are entitled to two density credits [2] We propose to subdivide the ± 40 acre parcel into two ± (20) acre parcels, with the vineyard spanning both parcels Our oldest son will build a home on one of the parcels for us, and a home on the other parcel for resale We will construct a barn, and appurtenant agricultural structures, on one or both of the parcels The attached Preliminary Vesting Tentative Map, prepared by my surveyor, Rick Skierka, outlines the two proposed parcels in relation to the vineyard

C PROPOSED OPEN SPACE EASEMENT (DRAFT) This instrument (in draft form), if approved, will supplant the existing Land Conservation Contract It complies in all respects with the Open Space Easement Act of 1974, Calif Gov't Code §§51070 et seq Prior to the hearing on this application, I will have thoroughly discussed this instrument with your Planning Director and County Counsel

We thank you in advance for your consideration of our request

Very truly yours,

McCRACKEN, BYERS & HAESLOOP

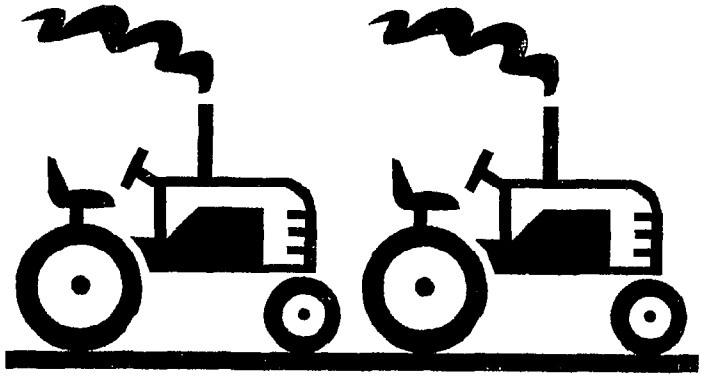
MICHAEL D McCRACKEN

[2]Please note This property is **not** in the California Coastal Zone

MDM mc
Attachments

cc Terry Burnes, Planning Director
Michael Murphy, Assistant County Counsel
Jack Olson, Executive Director, San Mateo County Farm Bureau

Willow Spring Vineyard Agricultural Land Management Plan



Consultants
Jack Olsen
Jim Pratt
February 2001

I. INTRODUCTION

This Agricultural Land Management Plan (ALMP or the Plan) describes a proposed vineyard operation on the property (± 40 acres, zoned Resource Management (RM) with a density of 2 units) located off Highway 84 between Skylonda and La Honda. Existing agricultural uses on the property are non-existent [According to aerial photographs and local memories, the property has never been used for agricultural production.]

The Plan is based on a ten (10) acre operation Budget and cash flow projections have been calculated on ten (10) acres However, the property may very well allow for additional acreage, and neighboring landowners have expressed an interest in adding their acreage to the operation Although the Plan is based on ten (10) acres, it allows for the planting of less acreage in the initial year with additional acres to be added in later years The Plan anticipates cultivation and planting to begin in late Spring or early Summer of this year 2001

II. SUMMARY OF VINEYARD PROPOSAL

The proposed area for Willow Spring vineyard is located one half mile north of the town of La Honda, with access off State Highway 84 The property is a forty-acre parcel made up of gentle to fairly steep slopes and several areas of flat to gentle rises. Upon review of records it appears that the only agricultural use over the last fifty years has been limited livestock grazing. There are ten to twelve acres of this parcel that show potential for vineyard development Varieties to be planted include Pinot Noir and Chardonnay. Pinot Gris, Gewurztraminer, Cabernet Sauvignon and Zinfandel will be tried to determine if they to can be economically produced on this site With the planting of wine grapes, we will be able to increase the agricultural productivity of this parcel over ten fold

A. Soil, Slope, Water, and Climatic Conditions

The soils on this parcel are of the Sweeney Series (Soil Survey-SAN MATEO AREA, CALIFORNIA-Series 1954 No 13 Sheet #23 & #27 Page #6 & 34) Sweeney Series soils tend to be well drained and fertile Due to the slope Natural Resource Conservation Service (NRCS) personnel will review the site and offer direction on the best management practices for vineyard development Soil testing will be done at the end of the rainy season to determine specific requirements needed on this site.

Slope on this site varies from almost flat to very steep. NRCS will work to develop a plan to protect the soil resources and prevent erosion on the site Planting will occur on the lower, more level areas to protect the soil resources of this site Use of these areas will help to keep the economic viability of this project in check Utilization of the lower more level areas will reduce the need to develop terraces on steeper slopes and alter the natural topography of the parcel In the future, there may be economical ways to protect soil resources and provide for the cultivation of grape vines on some of the more steep areas of this parcel At this time development of these areas is cost prohibitive.

There are two existing wells on the parcel. Normal planting will be in the neighborhood of one thousand vines to an acre. It takes seventeen gallons per minute to irrigate one acre. The production of the two wells onsite appear to more than adequate to provide the water needed for irrigation and domestic use NRCS and our vineyard consultant, Jim Pratt of Cornerstone Certified Vineyard will work to design and develop a drip irrigation system to ensure the most efficient and economical water use available There may be a future need to develop water impoundments on the site but not at this time.

The climate of this area is a class two or three region. This translates into a cool to slightly warm growing area. The varieties of wine grapes best suited for and area of this type are Pinot Noir and Chardonnay. Pinot Gris, Gewurztraminer, Cabernet Sauvignon and Zinfandel will also be tied at this location Review of the weather data from the Woodside and San Gregorio

weather stations will be considered and reviewed to help establish choices of varieties to be planted Test plantings of selected vines will also occur throughout the life of this vineyard This particular area may have a select microclimate that will yield some of the more difficult varieties The area is also situated so as to not require a frost protection system, thus reducing significantly the amount of water need as part of this operation. (UC Davis Statewide Integrated Pest Management Project California Weather Data, WOODSIDE A, CIMIS station #96 Woodside SNGRGORO C, NCDC #7807, San Gregorio)

B. Operational Requirements

The operational requirements for this operation will be minimal. Please review the attached outline of requirements for the first two years. Jim Pratt of Cornerstone Certified Vineyard, prepared this outline. NRCS will prepare written assessments of all drainage control measures, irrigation system requirements, soil conservation practices, and erosion control measures to be implemented as part of this project All pesticide use will be done under Integrated Pest Management Project guidelines This program will be reviewed and regulated by the San Mateo County Agricultural Commissioner s Office. All agricultural chemical storage and applications will be done according to state and local regulation Disposal of all waste from this site will be done in accordance with all rules and regulations. Most labor will be provided by an existing local farming operation. This particular operation conducts most of its farming activities at cycles different than a vineyard, enabling the existing labor force to be employed at times when they would not otherwise have been The contract farmer has adequate housing for the labor force required.

C. Vineyard Management

The owner of the property will have direct control over management of the agricultural operation Jim Pratt will serve as the vineyard development consultant. Dominic Muzzi a local farmer will act as grower and farm manager

He will oversee the onsite activities relative to the land preparation and actual planting on the parcel. There are five to ten acres on an adjacent parcel that may be developed at the same time. Development cost is an economy of scale With the inclusion of the neighbors property there will be additional and substantial savings on the installation costs
Mr. Pratt will work with the owner to secure a contract for the sale of the grapes to a winery for end processing.

III. ELEMENTS OF ALMP

A. Existing and Historical Agricultural Use.

Review of NRCS aerial photos back to 1948 show no sign of planted crops on this site. The only agricultural activity has been the limited grazing of livestock on this parcel Conversations with many residents that have lived in the area for much longer also substantiate this fact

B. Suitability of Property For Short-Term and Long-Term Vineyard Operations.

Development of a vineyard is an expensive venture. Costs can run up to $30K per acre. Most costs occur in the first two years of operation, and must be recouped over the next six to eight years. . The development of a vineyard is a long-term program—profits are not realized until the fifth or sixth years of operation—but proper installation and maintenance will increase the likelihood of success on a long term investment.

C. Soil, Water, Slope and Climatic Conditions.

See above discussion in Summary and Attachments A, C, and D.

D. Operational Requirements.

See above discussion in Summary and Attachment B.

E. Owner's Legal Responsibilities For Long Term Management and Operation.

It is the owner's intent to subdivide the ±40 acre parcel into two ±20 acre parcels. The vineyard operation would span both parcels (See attached preliminary Vesting Tentative Map, Attachment D). As a condition to subdivision approval, the owner will agree to prepare and record deed restrictions obligating future owners of both parcels to the long-term operation and maintenance of the vineyard. These deed restrictions will first be submitted to your County Counsel and Planning Director for approval These deed restrictions coupled with the twenty (20) year or more Open Space Easement recorded against the property will assure that future owners of the parcels shall not utilize the property for any purposes inconsistent with the Open Space Easement Act, the Williamson Act, and the Open Space Easement

IV LEGAL AUTHORITY

A. Agricultural Land Management Plan.

Technically speaking, because this agricultural operation is located in the Resource Management District (as opposed to the Planned Agricultural District), there is no legal requirement to prepare an ALMP. However, we have chosen to do so as proof of both the legitimacy and viability of the vineyard operation. Because all elements of an ALMP must, of necessity, be addressed for purposes of evaluating the feasibility of a vineyard it makes good sense to present this information in the form of this ALMP.

B. Open Space Easement

There currently exists on the property a California Land Conservation Contract entered into pursuant to Government Code 51200 et seq (also known as the Williamson Act .) As noted above, notwithstanding the existence of this contract the prior owners of this property have never conducted agricultural operations on the property. As a necessary first step in developing the vineyard operation we have applied to the San Mateo County Board of Supervisors to rescind the existing Land Conservation Contract (which has a ten (10) year life) and replace it with a twenty (20) year or longer Open Space Easement, pursuant to the California Open Space Easement Act (California Government Code 51070 et seq). To approve our application to rescind the existing contract and replace it with the Open Space Easement requires a single legal finding namely that the Open Space Easement is consistent with the Williamson Act (Government Code 51255(a)) As this ALMP demonstrates, and as the San Mateo County farm community and Farm Bureau will attest, the vineyard operation to be conducted under this Open Space Easement not only is 'consistent with the Williamson Act it enhances the agricultural productivity of this property by many magnitudes This Open Space Easement goes even one step further however **it will substantially restrict uses of the property beyond those permitted in the existing Land Conservation Contract and the underlying RM zoning district,** thereby assuring that future use of the property will be consistent with the purposes and goals of both the Williamson Act and the Open Space Lands Act

ATTACHMENTS TO ALMP

A. Soils

B. Vineyard Development Procedures; Timetable

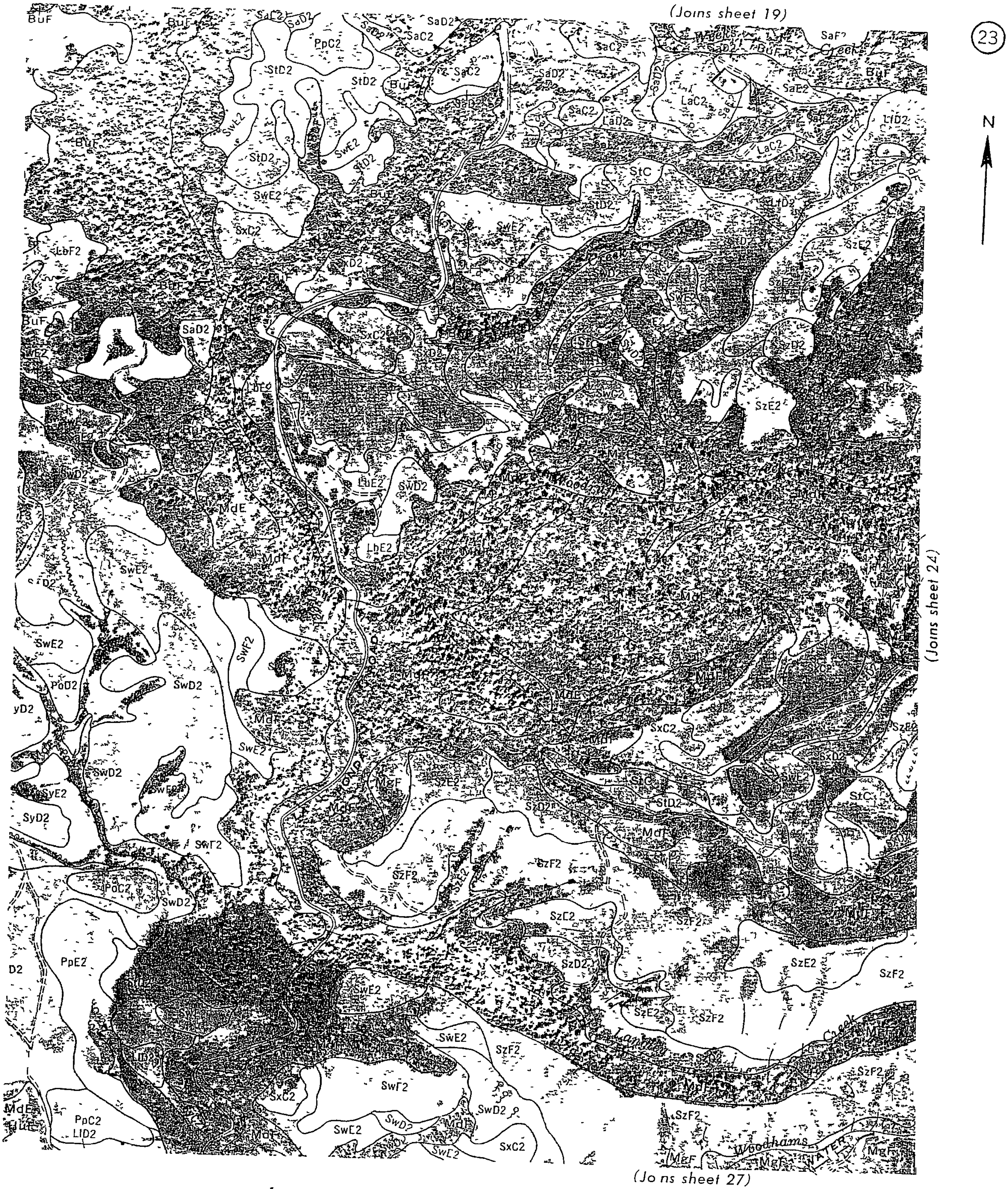
C. Weather Data, Temperature Readings

D. Preliminary Vesting Tentative Map, with Vineyard Location and Photographs

E. Open Space Easement [draft]

F. Consultants, Advisors

EXHIBIT A



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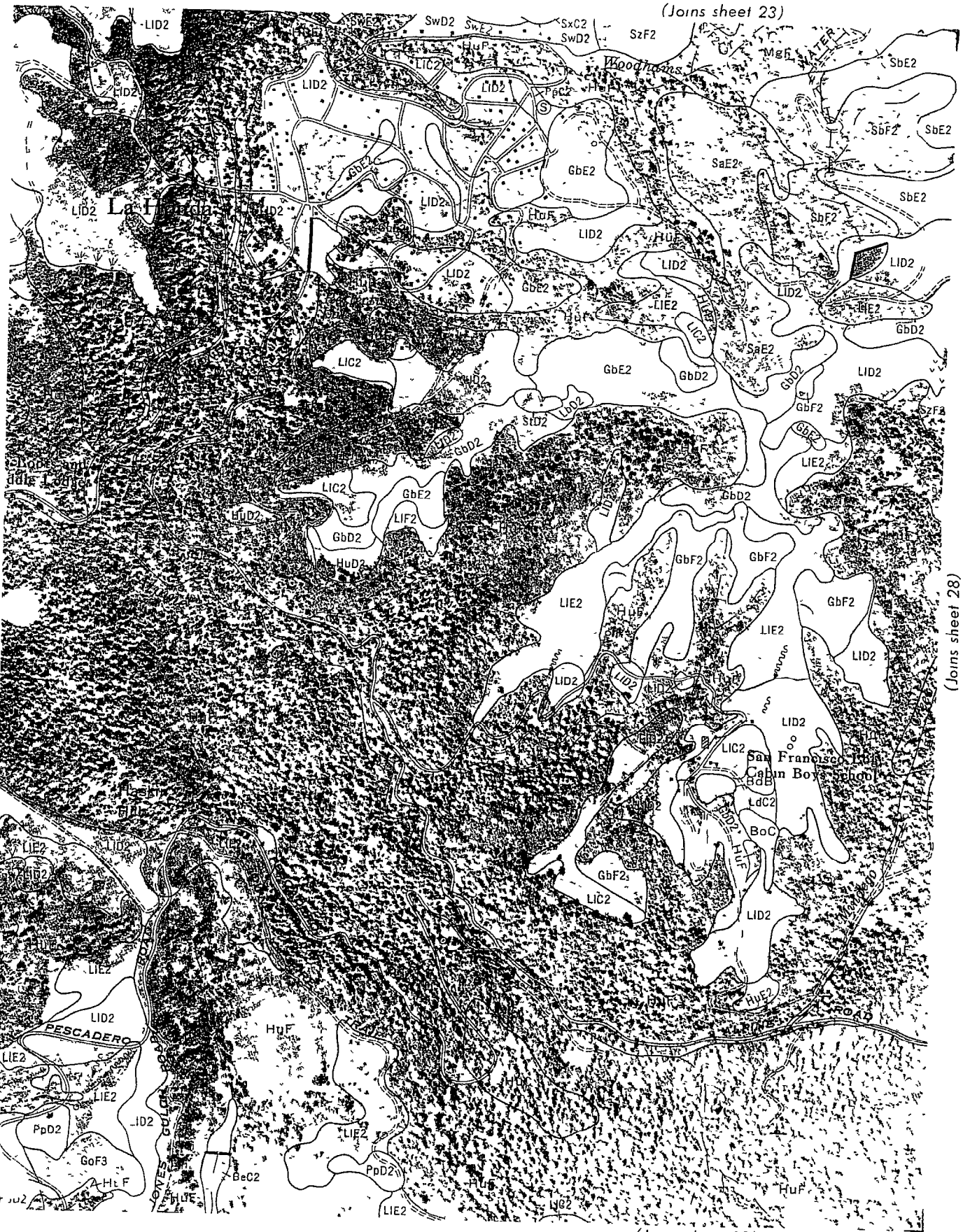

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Butano, and Vaqueros formations with smaller areas of basic igneous rocks and one area of acid igneous rocks

Soil associations have been mapped principally on the basis of soil differences that are related to differences in parent rocks Soils on sedimentary rocks make up two different associations because there are differences in slope in depth and in kind of soil The following four soil associations have been mapped and described in the uplands

1 Hugo-Butano Steep and very steep, brownish moderately deep and deep soils on sedimentary rocks under coniferous forest
2 Miramar-Sheridan Steep and very steep, dark-colored, shallow to deep soils on acid igneous rocks under shrubs and forest
3 Sweeney-Mindego Sloping to very steep, dark-colored, moderately deep soils on basic igneous rocks under grass or forest.
4 Lobitos-Santa Lucia-Gazos Sloping to very steep, grayish-brown very shallow to deep soils on sedimentary rocks under shrubs and grass with some trees

Hugo-Butano

The Hugo-Butano soil association consists of well-drained to somewhat excessively drained soils on sedimentary rocks The soils are predominantly steep and very steep The forests consist of Douglas-fir, redwood, and a few hardwood trees Elevations range from near sea level to about 2,400 feet, and the average annual rainfall averages from 35 to more than 45 inches

The Hugo-Butano soil association occupies about 38 percent of the survey area It is the most extensive association. It covers most of the southern part of the county, including nearly all of the Skyline crest, and in a few places dips down along coastal drainageways to the lower terraces The Butano soils occur around Butano and Pescadero Creeks and extend southward

The principal soils are of sandy loam or loam texture sandy loams predominate in the Skyline area, and loams, in the vicinity of La Honda and southward. Most of the soils are deep, ranging in depth from 36 to 60 inches

The Hugo soils are on the less siliceous sediments of the Butano, Purisima, and Vaqueros formations, where they are closely associated with the Josephine soils The soils of both the Hugo and Josephine series have a brownish surface soil, but the Hugo soils have a yellowish-brown subsoil, nearly uniform texture throughout, and occupy exposed, steep and very steep slopes The Josephine soils have a reddish-yellow subsoil of clay loam and occupy concave and protected slopes The Butano soils are on siliceous shales of the Monterey formation they have a brownish profile with slightly finer texture in the subsoil than in the upper horizons, and they are strongly acid above the parent rock

A small acreage of soils developed on basalt or on colluvium has been included in this association A significant acreage of very shallow, steep, brush-covered soils with conspicuous "chalk cliffs" of Monterey shale is also included These denuded and sparsely vegetated spots probably resulted from severe erosion in the distant past Possibly, the erosion was accelerated by fires Further evidence of severe erosion in these areas is the prevalence of alluvium from Monterey shale along the southern coastal terraces A few isolated areas of soils of the Cayucos, Gazos, Lobitos Los Gatos, and Santa Lucia series also occur Along Alpine Road east of the Skyline crest, is a deep soil on somewhat softer parent material This area has hardwood vegetation with a few scattered conifers

The best use of the Hugo-Butano soil association area is for timber production Trees mature in about 80 years Nearly all the forests have been logged at least once, and second-growth stands of timber are common Forest regeneration is fairly good, although in some areas brush and undesirable hardwoods constitute a large proportion of the stand A few of the more gently sloping areas have been cleared and are being used for grazing Housing developments occupy some of the wider ridgetops near the Skyline crest

Miramar-Sheridan

The Miramar-Sheridan soil association consists of well-drained to somewhat excessively drained soils developed from acid igneous rocks The soils occur on predominantly very steep slopes that have sharp, narrow ridgetops and on precipitous slopes on either side of the principal ridges The vegetation consists of shrubs and some grasses, although sites that are sheltered from the wind have coniferous forests at higher elevations Elevations range from sea level to about 2,000 feet The average annual rainfall at the summit ranges from 22 to about 45 inches This association is in the northern uplands and occupies less than 5 percent of the survey area

The Miramar soils are on the windward, western slopes under shrub vegetation They are moderately developed and have a surface soil of grayish-brown coarse sandy loam and a subsoil of brownish sandy clay loam Reaction is slightly acid throughout. The Sheridan soils occupy leeward, very steep, east-facing slopes near the crest of the mountains and have coniferous vegetation They have a very dark grayish-brown, neutral surface soil and brown, slightly acid subsoil, the texture throughout is coarse sandy loam.

At the base of the western slopes, a few very narrow valleys extend upward into the mountains Soils on the narrow alluvial plains in these valleys are members of the Farallone series They are included in the Miramar-Sheridan soil association because of their limited extent.

Some marketable timber is produced on the eastward slopes at high elevations Because of the steep terrain and high rainfall, however, use of the land for watershed purposes is more important At lower elevations, a few of the less sloping sidehills and ridges have been cleared These are used to some extent for hay and range. Shrubs encroach rapidly, and abandoned fields and ranges are soon revegetated with coyotebrush, poison-oak, wild lilac, and other woody plants Periodic fires in the uplands have destroyed vegetation and have resulted in considerable sheet erosion.

Sweeney-Mindego

The Sweeney-Mindego soil association consists of well drained to somewhat excessively drained soils on basic igneous rocks The soils are steep or very steep and are on rounded, sloping and moderately steep ridgetops and

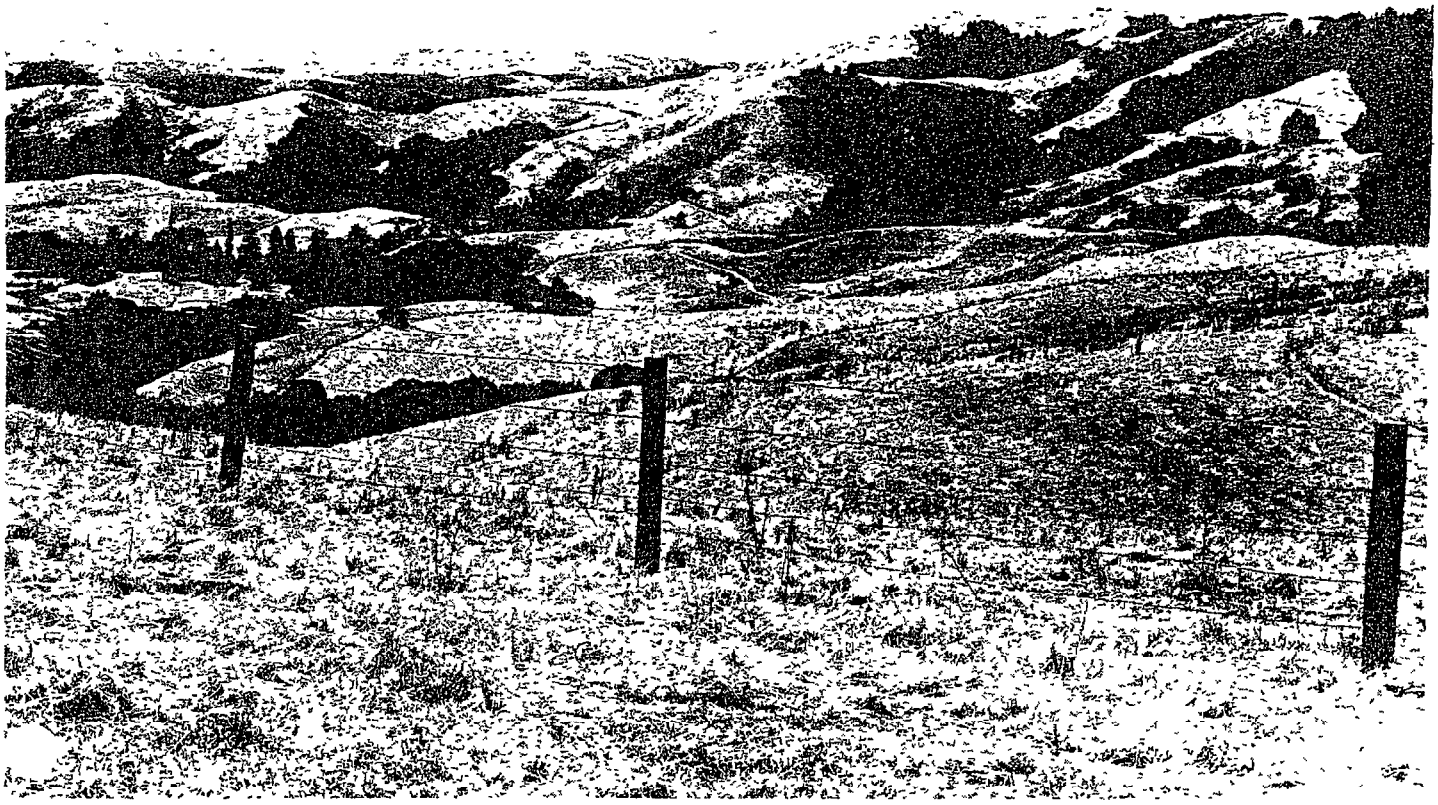

Figure 6.—View near La Honda, about 1,500 feet above sea level Hugo, Sweeney, Laughlin, and Santa Lucia soils

t slopes (fig 6) The higher areas have grass vege-
on, with some shrubs and hardwoods on sheltered and
th-facing slopes The deep canyons, where more
isture is present, are covered with redwood, Douglas-
madrone, and tanbark-oak Elevation ranges from
ut 1,000 to 2,000 feet, and the average annual precipi-
on, from 30 to 45 inches The soils are moderately
p or deep.

his association is mainly in the central eastern up-
ds near the Mindego and Langley Hills and La Honda
l in a small area north of Pilarcitos Lake It occu-
s less than 7 percent of the survey area.

he Sweeney soils are somewhat more extensive than
Mindego soils They are on the warmer and windier
thern and western slopes, on the crests of ridges, and
erally on the dry sites at high elevations. Their sur-
e soil is dark grayish-brown, slightly acid clay loam
e subsoil is similar to the surface soil but is slightly
r textured in the upper part and grades to neutral,
sandy loam above the parent rock The Mindego
s are in very steep, protected, deep canyons under
iferous forests Less evaporation occurs in these can-
s than in more exposed places, and fogs and mists are
valent The soils are similar to the Sweeney soils
many respects but they are very dark gravish brown
out and have a thicker, neutral surface soil and
r clay subsoil

he Sweeney soils are associated with Montara soils in
extreme northeastern corner of the survey area The
Montara soils are shallow and stony They were developed on serpentine rocks under shrub vegetation In a few areas rock outcrops in variable amounts occur, but these outcrops are of small extent and do not have a consistent pattern

The Sweeney soils, where open and clear, are very productive of forage Some of the more gently sloping soils along the Skyline crest, between Alpine and La Honda Roads, have been used successfully for hay crops and grain, although scattered rock outcrops interfere with farming operations The soils have responded favorably to reseeding to adapted forage crops, fertilization, and other improved cultural practices The Mindego soils produce good stands of timber, particularly of redwood

Lobitos-Santa Lucia-Gazos

The Lobitos-Santa Lucia-Gazos soil association consists of well-drained to excessively drained soils on sedimentary rocks The landscape consists of a succession of rounded ridgetops and steep-sided canyons Relief ranges from sloping to very steep, but it is predominantly steep and very steep The vegetation is largely shrubs and grasses The elevation ranges from near sea level to 2,000 feet, but it is mostly between 300 and 1,000 feet In general, the average annual rainfall ranges from 22 to 20 inches, but at high elevations the amount in some years is considerably greater

This soil association is extensive and occupies about 30 percent of the survey area It is the most extensive in the

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TABLE 6.—*Relative suitability of soils for general intensive agriculture and for principal crops in the San Mateo Area, Calif.*—Continued

Soil	Artichokes	Brussels sprouts	Barley	Flax	Oats	Grain hay (barley or oats)	Irrigated pasture	Ranges: Unfertilized	Ranges: Fertilized	Irish potatoes
Soquel loam, over clay, nearly level	VG	VG	VG	VG	VG	VG	VG	G	VG	G
Soquel loam, over clay, nearly level, poorly drained	P	F	F	F	F	G	G	F	G	P
Soquel loam, over clay, nearly level, imperfectly drained	G	G	G	G	G	VG	VG	G	VG	G
Soquel loam, nearly level, imperfectly drained	G	G	G	G	G	VG	VG	G	VG	G
Soquel loam, gently sloping, poorly drained	P	F	F	F	F	G	G	F	G	P
Stabilized dune land	VP	VP	VP	VP	VP	VP	P	VP	VP	VP
Sweeney clay loam, moderately steep eroded	VP	P	F	F	F	F	F	G	VG	VP
Sweeney clay loam, sloping, eroded	P	F	G	G	G	G	G	G	VG	VP
Sweeney clay loam, steep, eroded	VP	VP	VP	VP	VP	P	P	G	VG	VP
Sweeney clay loam, very steep, eroded	VP	VP	VP	VP	VP	VP	VP	G	G[2]	VP
Sweeney clay loam, steep and very steep, severely eroded	VP	VP	VP	VP	VP	VP	VP	F	F[2]	VP
Sweeney clay loam, deep, sloping, eroded	P	F	G	F	G	G	G	G	VG	VP
Sweeney clay loam, deep, moderately steep, eroded	VP	P	F	F	F	G	G	G	VG	VP
Sweeney, stony, clay loam, moderately steep, eroded	VP	VP	VP	VP	VP	P	P	F	G	VP
Sweeney, stony, clay loam, steep, eroded	VP	VP	VP	VP	VP	VP	VP	F	G	VP
Sweeney, stony, clay loam, very steep, eroded	VP	VP	VP	VP	VP	VP	VP	F	F	VP
Sweeney clay, sloping	P	F	G	F	G	G	VG	G	VG	VP
Sweeney clay, moderately steep, eroded	VP	P	F	F	F	G	G	G	VG	VP
Sweeney loam, sloping, eroded	P	F	F	F	F	G	G	G	VG	VP
Sweeney loam, moderately steep, eroded	VP	P	P	P	P	F	F	G	VG	VP
Sweeney loam, steep, eroded	VP	VP	VP	VP	VP	P	P	G	VG	VP
Sweeney loam, very steep, eroded	VP	VP	VP	VP	VP	VP	VP	G	G[2]	VP
Terrace escarpments	VP	VP	VP	VP	VP	VP	VP	VP	VP	VP
Tierra loam, moderately steep, eroded	VP	P	P	P	P	F	F	F	G	VP
Tierra loam, gently sloping	P	F	F	F	F	F	F	F	G	VP
Tierra loam, sloping, eroded	P	F	F	F	F	F	F	F	G	VP
Tierra loam, steep, severely eroded	VP	VP	VP	VP	VP	VP	VP	P	F	VP
Tierra loam, steep, eroded	VP	VP	VP	VP	VP	P	P	F	G	VP
Tierra loam, moderately steep, severely eroded	VP	VP	P	P	P	F	F	P	F	VP
Tierra sandy loam, sloping, eroded	P	F	F	F	F	F	F	F	G	VP
Tierra sandy loam, moderately steep, eroded	VP	P	P	F	P	F	F	F	G	VP
Tierra clay loam, sloping, eroded	P	F	F	F	F	F	F	F	G	VP
Tierra clay loam, moderately steep, eroded	VP	F	F	P	F	F	F	F	G	VP
Tierra sandy loam, acid variant, gently sloping	P	F	F	F	F	F	G	F	G	VP
Tierra sandy loam, acid variant, sloping, eroded	P	F	F	F	F	G	G	F	G	VP
Tierra sandy loam, acid variant, moderately steep, eroded	VP	P	P	P	P	F	F	F	G	VP
Tierra sandy loam, acid variant, steep, severely eroded	VP	VP	VP	VP	VP	VP	VP	P	F	VP
Tunitas clay loam, sloping, eroded	P	F	G	F	G	G	G	G	VG	VP
Tunitas clay loam, nearly level	G	F	G	G	G	G	VG	G	VG	VP
Tunitas clay loam, gently sloping	F	F	G	G	G	G	VG	G	VG	VP
Tunitas clay loam, moderately steep, eroded	P	P	F	F	F	G	G	G	VG	VP
Tunitas clay loam, nearly level, imperfectly drained	F	F	G	G	G	G	VG	G	VG	VP
Tunitas clay loam, gently sloping, imperfectly drained	F	F	G	G	G	G	VG	G	VG	VP
Tunitas loam, nearly level	G	G	F	G	F	G	VG	G	VG	VP
Tunitas loam, gently sloping	F	F	F	G	F	G	VG	G	VG	VP
Tunitas loam, sloping, eroded	P	F	F	F	F	G	G	G	VG	VP
Watsonville loam, sloping, eroded	P	F	F	F	F	F	F	F	G	VP
Watsonville loam, gently sloping, eroded	P	F	F	F	F	F	F	F	G	VP
Watsonville loam, moderately steep, eroded	VP	P	P	P	P	P	F	F	G	VP

See footnotes at end of table

TABLE 10.—*Approximate acreage and proportionate extent of the soils of the San Mateo Area*—Continued

Soil symbol	Soil	Acres	Percent	Soil symbol	Soil	Acres	Percent
Ma	Mixed alluvial land	1 349	0 8	Ta	Terrace escarpments	772	(
MoF2	Montara stony loam steep and very steep eroded	193	1	TeD2	Tierra loam moderately steep eroded	1 518	
PoD2	Pomponio loam moderately steep eroded	1 779	1 1	TeB	Tierra loam gently sloping	27	( )
PoC2	Pomponio loam sloping eroded	492	3	TeC2	Tierra loam sloping eroded	663	
PpE2	Pomponio loam steep eroded	908	5	TeE3	Tierra loam steep severely eroded	1 249	
PoC2	Pomponio clay loam sloping eroded	68	( )	TeE2	Tierra loam steep eroded	2 146	1
PoD2	Pomponio clay loam moderately steep eroded	178	1	TeD3	Tierra loam moderately steep severely eroded	108	
Rb	Rough broken land	9 800	5 8	TrC2	Tierra sandy loam sloping eroded	257	
SaF2	Santa Lucia loam, very steep eroded	5 396	3 2	TmD2	Tierra sandy loam moderately steep eroded	336	
SaC2	Santa Lucia loam sloping eroded	454	3	TcC2	Tierra clay loam sloping eroded	82	( )
SaD2	Santa Lucia loam moderately steep eroded	2 127	1 3	TcD2	Tierra clay loam moderately steep eroded	110	
SaE2	Santa Lucia loam steep eroded	3 298	2 0	TsB	Tierra sandy loam acid variant, gently sloping	532	
SaF3	Santa Lucia loam steep and very steep severely eroded	346	2	TsC2	Tierra sandy loam, acid variant sloping eroded	347	
SbE2	Santa Lucia stony loam steep eroded	362	2	TsD2	Tierra sandy loam, acid variant moderately steep eroded	56	( )
SbF2	Santa Lucia stony loam very steep eroded	2 311	1 4	TsE3	Tierra sandy loam acid variant, steep severely eroded	52	( )
SbF3	Santa Lucia stony loam, steep and very steep severely eroded	179	1	TuC2	Tunitas clay loam sloping eroded	205	
ScF3	Santa Lucia stony loam very shallow steep and very steep, severely eroded	332	2	TuA	Tunitas clay loam nearly level	53	( )
				TuB	Tunitas clay loam gently sloping	152	
				TuD2	Tunitas clay loam moderately steep eroded	97	
SrF	Sheridan coarse sandy loam very steep	1 091	6	TwA	Tunitas clay loam nearly level imperfectly drained	140	
ShE	Sheridan coarse sandy loam steep	129	1	TwB	Tunitas clay loam gently sloping imperfectly drained	180	
ShD	Sheridan coarse sandy loam moderately steep	41	( )	TxA	Tunitas loam nearly level	18	( )
SkA	Soquel loam nearly level	287	2	TxB	Tunitas loam gently sloping	167	
SkB	Soquel loam gently sloping	167	1	TxC2	Tunitas loam sloping eroded	131	
SkC2	Soquel loam sloping eroded	46	( )	WmC2	Watsonville loam sloping eroded	911	
SoA	Soquel loam over clay nearly level	177	1	WmB2	Watsonville loam, gently sloping eroded	572	
SrA	Soquel loam over clay nearly level poorly drained	69	( )	WmD2	Watsonville loam, moderately steep eroded	430	
SsA	Soquel loam over clay nearly level imperfectly drained	48	( )	WnA	Watsonville loam nearly level	517	
SmA	Soquel loam nearly level imperfectly drained	42	( )	WrB	Watsonville loam, gently sloping	71	(1)
SpB	Soquel loam, gently sloping poorly drained	24	(1)	WmC3	Watsonville loam, sloping severely eroded	40	(1)
Sd	Stabilized dune land	308	2	WmE3	Watsonville loam moderately steep and steep, severely eroded	68	( )
SwD2	Sweeney clay loam moderately steep eroded	773	5	WnA	Watsonville loam nearly level, poorly drained	35	(1)
SwC2	Sweeney clay loam, sloping eroded	70	(1)	WnB	Watsonville loam gently sloping poorly drained	24	( )
SwE2	Sweeney clay loam, steep, eroded	676	4	WaA	Watsonville clay loam nearly level	31	(
SwF2	Sweeney clay loam very steep eroded	522	3	WaB	Watsonville clay loam gently sloping	54	( )
SwF3	Sweeney clay loam steep and very steep severely eroded	99	1	WaC2	Watsonville clay loam sloping eroded	36	( )
SxC2	Sweeney clay loam deep sloping eroded	192	1	WsC2	Watsonville sandy loam sloping eroded	719	
SxD2	Sweeney clay loam deep moderately steep eroded	239	1	WsB2	Watsonville sandy loam gently sloping eroded	173	
SzD2	Sweeney stony clay loam, moderately steep, eroded	243	1	WsB	Watsonville sandy loam gently sloping	313	
SzE2	Sweeney stony clay loam steep eroded	704	4	WsD2	Watsonville sandy loam moderately steep eroded	346	
SzF2	Sweeney stony clay loam very steep eroded	1 169	7	WsB2	Watsonville sandy loam thick surface, gently sloping eroded	92	
StC	Sweeney clay sloping	81	( )	WoB	Watsonville loamy sand gently sloping overblown	131	
StD2	Sweeney clay, moderately steep eroded	157	1		Gravel pits	17	( )
SyC2	Sweeney loam sloping eroded	47	( )				
SyD2	Sweeney loam moderately steep eroded	178	1				
SyE2	Sweeney loam steep eroded	207	1		Total	168 898	99
SyF2	Sweeney loam very steep eroded	441	3				

Less than 0 1 percent These soils total 0 9 percent

EXHIBIT B

Cornerstone Certified Vineyard
& Professional Services
730 Irwin Lane
Santa Rosa, CA 95401
(707)528-6880

Vineyard Development Procedures
Feasibility and Planning

Concept

1 Initial Site Review
- Soil Analysis
  - Back hoe pits, approximately 1 or more per acre
  - Option of using GPS and maps
- Water Analysis
  - Quality and availability
- Environmental Impact
  - Private assessment regarding vernal pools, Valley Oak Trees, etc
  - Underground pipes, tanks location
- Drainage
  - Natural surface drainage (swails, creeks)
    - Use and modification of topographical map
  - Drainage enhancement via grading
    - Surface and subsurface

2 Variety, Clone, and Rootstock Assessment
- From soil information
- From regional climate data
- From winery needs
  - Can a contract be secured?
- Nursery availability
  - To secure bare root dormant vines (preferred over green house vines), an order must be placed by February of the year preceding planting

3. Site Plan
- Configuration of vineyard blocks
  - Determine vine and row spacing, row direction, trellis type, harvest method
- Configuration of irrigation blocks
- Detail of grading and drainage
- Configuration of loading/equipment areas

Attachment B

Implementation

1 Initial Land Preparation
- Removal of trees, buildings, and other obstructions
- Initial disc down
- Grading for drainage

2 Deep Ripping of Vineyard
- Addition of amendments prior (lime, gypsum)
- Actual ripping, 3 cross sections suggested, slip plow
- Disc down to plantable cover

3 Drainage Installation
- Installation of subsurface drainage pipes, culvert (non-surface drainage features)

4 Well installation

5 Vineyard Layout
- Actual marking for vines

6 Irrigation Installation
- Drip irrigation
- Overhead frost protection (if needed)

7 Plant Vines

8 Install Trellis
- All or part can be installed
- Can wait until following year

9 First Year Vine Maintenance
- Begin irrigation and fertilization program
- Potential to train up stake first year
- If training begins, begin sulfur program
- Begin weed program (mechanical and by hand) in rows and between vines
- Prune at winter time to 2 buds or top of stake, depending on growth

10 Second Year Vine Maintenance

- Complete trellis installation
- Strip spray weeds in winter
- Replant vines (expect 3% loss of dormants, 10% loss of green house vines)
- Continue fertilizer and sulfur program
- Train to fill out trellis

EXHIBIT C

The following data was compiled from the U C Davis Statewide Integrated pest Management Project, California Weather Data. It provides average high and low temperatures for both Woodside and San Gregorio. As the proposed vineyard is located between these weather stations, one must compare the data and use local knowledge to determine the varieties to be planted. All data shown supports the assumption that the property will support Pinot Noir and Chardonnay. The area may support other types of grapes as well.

Woodside	Ave. High Temp.	Ave. Low Temp.	Rainfall
Jan.	57	37	15.04
Feb.	59	41	6.27
Mar.	66	44	3.05
Apr.	68	44	1.18
May	73	47	.92
Jun.	82	51	.47
Jul.	84	51	0
Aug.	85	52	0
Sep.	83	49	0
Oct.	76	50	.51
Nov.	66	41	1.93
Dec.	58	37	3.78
San Gregorio			
Jan.	57	41	10.44
Feb.	59	41	5.94
Mar.	62	46	2.97
Apr.	63	44	1.25
May	67	49	1.57
Jun.	70	48	.51
Jul.	71	50	.05
Aug.	72	51	.24
Sep.	68	47	.14
Oct.	71	48	.51
Nov.	65	39	2.84
Dec.	59	40	3.62

The following data was compiled from the U C Davis Statewide Integrated pest Management Project, California Weather Data. It provides average high and low temperatures for both Woodside and San Gregorio. As the proposed vineyard is located between these weather stations, one must compare the data and use local knowledge to determine the varieties to be planted. All data shown supports the assumption that the property will support Pinot Noir and Chardonnay. The area may support other types of grapes as well.

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Feb.	59	41	6.27
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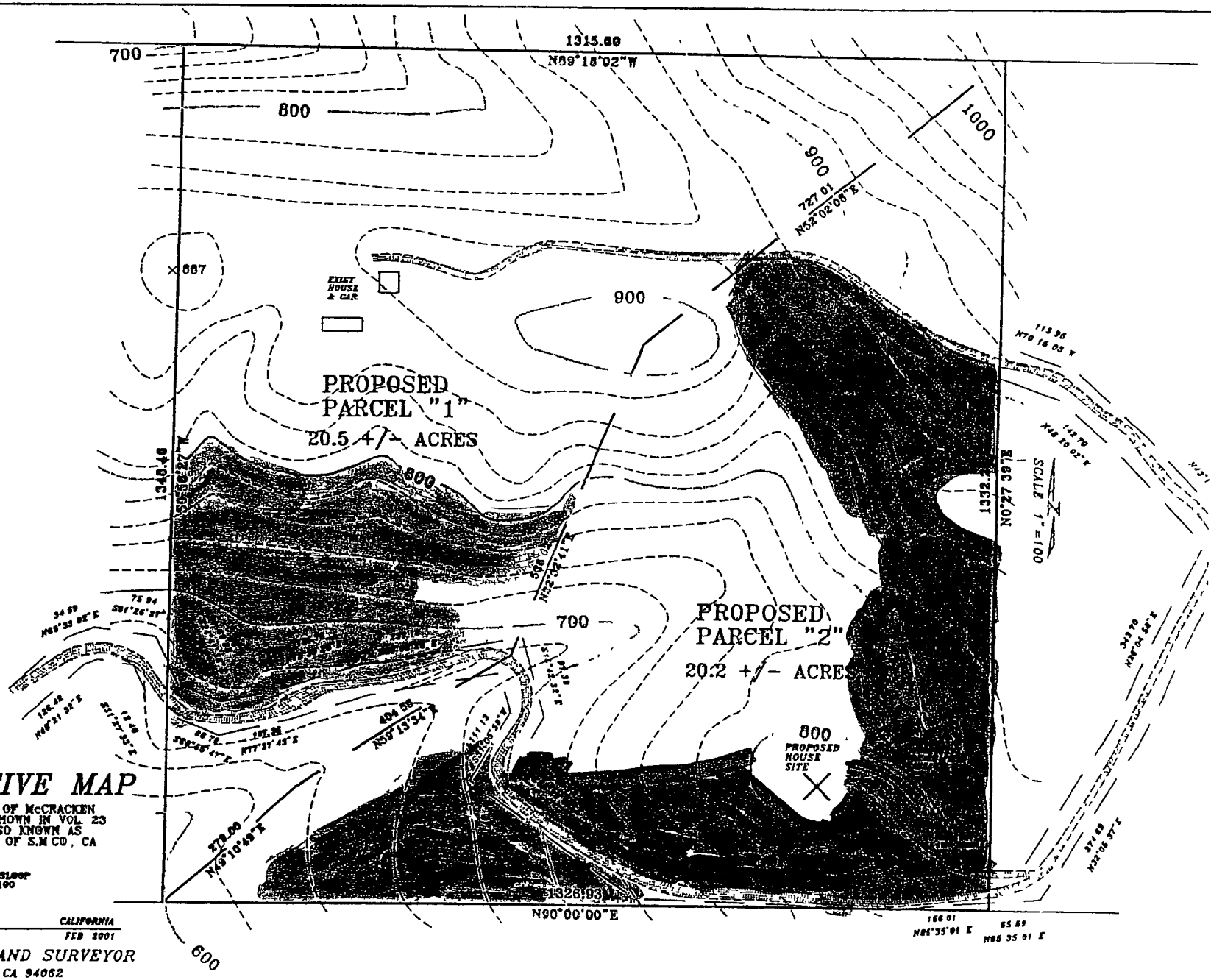
Apr.	68	44	1.18
May	73	47	.92
Jun.	82	51	.47
Jul.	84	51	0
Aug.	85	52	0
Sep.	83	49	0
Oct.	76	50	.51
Nov.	66	41	1.93
Dec.	58	37	3.78
San Gregorio			
Jan.	57	41	10.44
Feb.	59	41	5.94
Mar.	62	46	2.97
Apr.	63	44	1.25
May	67	49	1.57
Jun.	70	48	.51
Jul.	71	50	.05
Aug.	72	51	.24
Sep.	68	47	.14
Oct.	71	48	.51
Nov.	65	39	2.84
Dec.	59	40	3.62

EXHIBIT D



Pul. copy 2/1/01

VESTING TENTATIVE MAP

PROPOSING TO SUBDIVIDE THE LANDS OF McCRACKEN COMMONLY KNOWN AS PARCEL 'A' AS SHOWN IN VOL. 23 OF PARCEL MAPS AT PG. 4 AND ALSO KNOWN AS A P N 78 220-080, OFFICIAL RECORDS OF S.M CO., CA

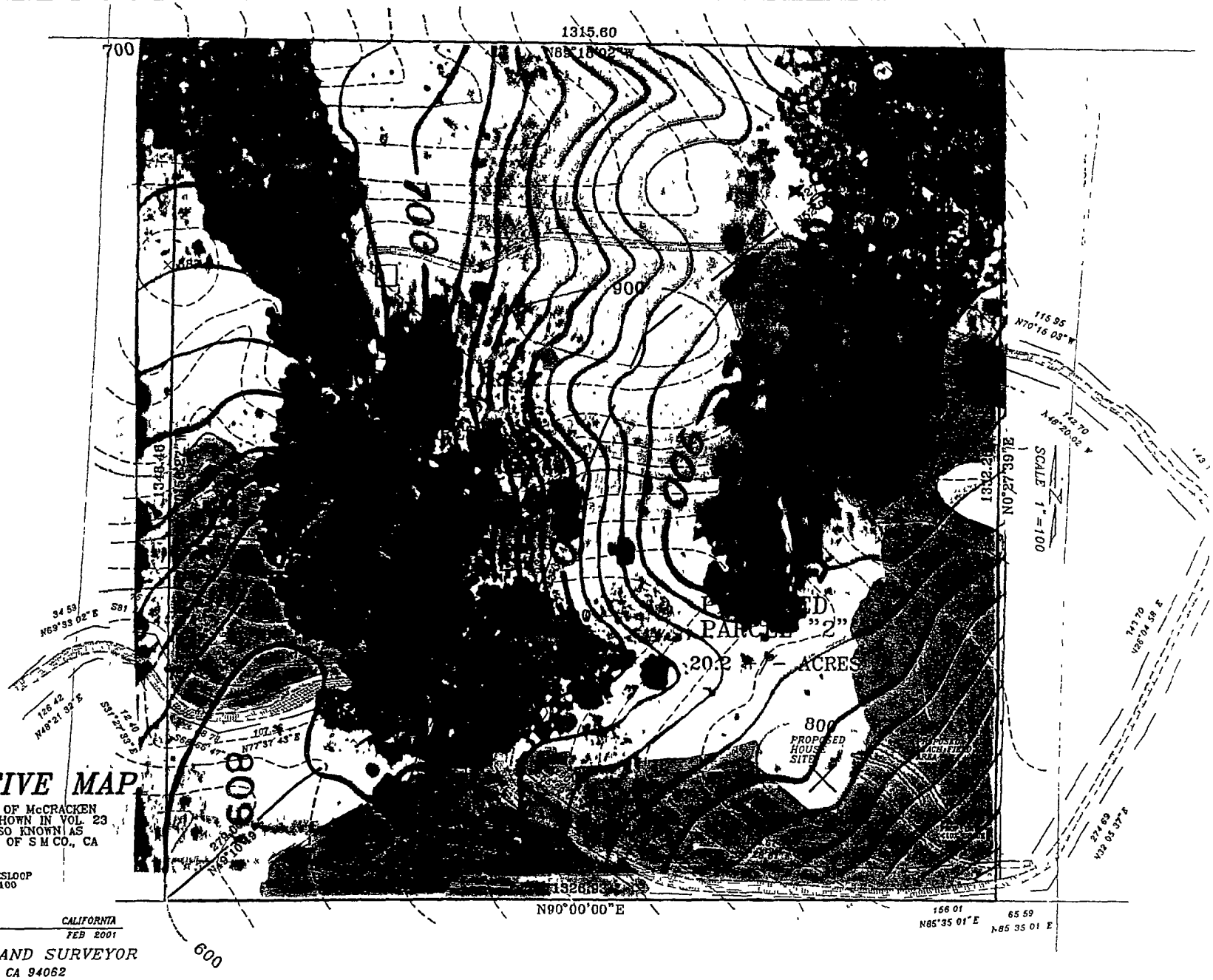
—FOR—

MR. MICHAEL McCRACKEN
c/o McCRACKEN, BYERS & HAESLOOP
840 MALCOLM ROAD, SUITE 100
BURLINGAME, CA 94010
(650)259 5979

UNINCORPORATED AREA, WOODSIDE — CALIFORNIA

SCALE 1" = 100 — FEB 2001

RICK SKIERKA – LICENSED LAND SURVEYOR
P O BOX 620182, WOODSIDE, CA 94062
(650)851 1236
(FAX)322 1536



Pub. Copy 2/1/04

VESTING TENTATIVE MAP

PROPOSING TO SUBDIVIDE THE LANDS OF McCRACKEN
COMMONLY KNOWN AS PARCEL A AS SHOWN IN VOL. 23
OF PARCEL MAPS AT PG 4 AND ALSO KNOWN AS
A P N 78 220 080, OFFICIAL RECORDS OF S M CO., CA

FOR
MR MICHAEL McCRACKEN
c/o McCRACKEN, BYERS & HAESLOOP
840 MALCOLM ROAD, SUITE 100
BURLINGAME, CA 94010
(650)259 5979

UNINCORPORATED AREA WOODSIDE — CALIFORNIA
SCALE 1 = 100 — FEB 2001

RICK SKIERKA – LICENSED LAND SURVEYOR
P O BOX 620182, WOODSIDE, CA 94062
(650)851 1236
(FAX)322 1536

This photo depicts vineyard-planting area #1, shown in blue on the proposed vesting tentative map. Photo was taken form the road in the southwest corner. Planting will occur across the face of the hillside and in a small area below the road.

This photo shows vineyard-planting area #2. Shown in green on the proposed vesting tentative map. The area is along the southern boundary of the property, and moves down at a gentle slope. The photo does not truly show the area depicted on the map.

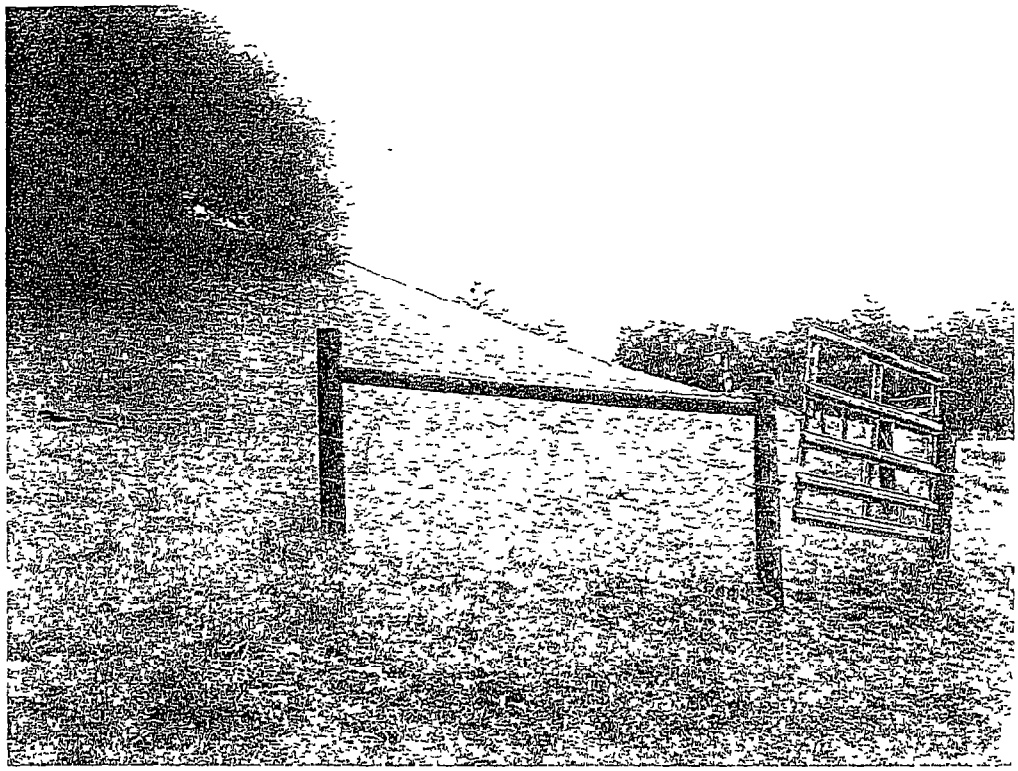


Photo is the first of three showing planting area number #3. This area is shown in pink on the proposed vesting tentative map. The area will wrap around the hill side come in behind the proposed house site and then move up the hill the east of the house site. There are two additional photos on the next page to show the area.

EXHIBIT F

CORNERSTONE CERTIFIED VINEYARD
and Professional Services
730 Irwin Lane
SANTA ROSA, CALIFORNIA 95401
(707) 528-6880

James F. Pratt, Cornerstone Certified Vineyard and Professional Services Experience gained from working with others and managing and operating my own vineyard and nursery allow a practical approach to my consulting services

Vineyard Development

- Site assessment and vineyard potential
- Rootstock, varietal, and clonal selections
- Project management. Advice or coordination of any of the following:
  - Site plan, land preparation, irrigation and trellis systems, vineyard planting, young vine care and management
  - Development of time line and budgets for project effectiveness
  - Coordination with nurseries to ensure quality control

Vineyard Management

- Discussion and advice on vineyard management for all stages of vineyard
  - Vineyards at the planting stage
  - Vineyards at the training stage
  - Vineyards in the harvest stage

Labor and Personnel Issues

- Consultation on all matters regarding labor, management, and winery issues to achieve optimum vineyard quality and production in the field and at the winery

I have been in the nursery and viticulture industry since 1980, and have the following background:

- President and Owner, Cornerstone Certified Vineyard, 1988 to present
- Grower Relations, Williams and Selyem Winery
- Vice President, Vinifera, Inc. Grapevine Nursery, 1995-1998
- Vice President, Sonoma Grapevines, Inc. 1980-1995
- B A , Botany, Humboldt State University, 1980
- Research Chair, CA Rootstock Improvement Commission, 1997- present
- Member, California Fruit Tree, Nut Tree, and Grapevine Improvement Advisory Board (CDFA), 1994- present

Fees: Work is usually done on a contracted, per hour basis, at $100 per hour Fees may also be billed on a retainer or project basis.

References

Please feel free to contact any of the following people

Corky Roche, Roche Vineyard Consulting	831-455-2675
Bob Cabral, General Manager, Williams and Selyem Winery	707-433-6461
Joseph Bouckaert, President and CEO, Vinifera, Inc.	707-773-4557
Rich Kunde, President, Sonoma Grapevines, Inc.	707-542-5521
Dr Deborah Golino, Director, Foundation Plant Material Service, University of California. Davis	530-754-8102
John Westoby, Sonoma County Agricultural Commissioner	707-527-2371
Jerry Quirk, Viticulturist, Berringer Wine Estates	707-433-8281
Richard Arrowood, Arrowood Vineyards and Winery	707-938-5170