

Nancy Jane Bletzer Living Trust

Jay L. Stone & Faye E. Stone, Trustees

Preserve 1 – 172.7 Acres

RESOLUTION NO. _____

RESOLUTION ESTABLISHING AGRICULTURAL PRESERVE

WHEREAS, an application has been filed establishing an agricultural preserve within the meaning of the California Land Conservation Act of 1965 with respect to the following described property: (Assessor's parcel number (s) AND legal description):

Being a portion of A Portion of 025-210-037, 025-210-012, 025-210-038

WHEREAS, a public hearing has been had upon such application in the manner prescribed by the said Act. NOW THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the said land meets the requirements prescribed for eligibility for an agricultural preserve.
2. That the said land is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the California Land Conservation Act of 1965 and shall be known as Preserve No. _____
3. That the compatible uses authorized for such preserve are those set forth in Chapter 19.01, Article II "Agricultural Preserves" of the San Benito County Code heretofore adopted by this Board.
4. The Chairman of the Board is hereby authorized to execute on behalf of the County of San Benito, a Land Conservation Contract with the owner of the lands within the agricultural preserve created hereby.

Passed and adopted by the Board of Supervisors of the County of San Benito, State of California, this ___ day of _____, 20_____, by the following vote:

AYES: Supervisors:
 NOES: Supervisors:
 ABSENT: Supervisors: ,

Chairman of said Board

ATTEST:

Clerk of said Board

By: _____
Deputy Clerk of the said Board

APPROVED AS TO LEGAL FORM
 SAN BENITO COUNTY COUNSEL
Shirley L. Murphy 2/26/21

 DEPUTY COUNTY COUNSEL DATE

**SAN BENITO COUNTY
LAND CONSERVATION CONTRACT**

THIS CONTRACT made and entered into this _____ day of _____, 20 _____,
by and between Jay L. Stone and Faye E. Stone as trustees of the Nancy Jane Bletzer Living Trust

_____, hereinafter referred to as "Owner (s)", and the COUNTY OF SAN BENITO, a political subdivision of the State of California, hereinafter referred to as "County":

WITNESSETH:

The purpose of this contract is to qualify the land subject hereto for land assessment purposes as provided in the Land Conservation Act of 1965, as amended, as said Act existed at the time of execution of this contract.

WHEREAS, OWNER possesses certain real property located within County, which property is presently devoted to agricultural use and is described as follows:

(Assessor's parcel number (s) AND legal description)

Being a portion of A Portion of 025-210-037, 025-210-012, 025-210-038

WHEREAS, said property is situated within an agricultural preserve heretofore established by County as Preserve No _____, and,

WHEREAS, both Owner and County desire to limit the use of said property to agricultural and compatible uses in order to discourage premature and unnecessary conversion of such land to urban use, recognize that such land has substantial value to the public as open space and the preservation of such land in such use constitutes an important physical, social, esthetic, and economic asset to County,

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. The within Contract is made and entered into pursuant to the Land Conservation Act of 1965, as amended at the time of execution of this Contract, and is subject to the applicable provisions thereof.
2. During the term of this Contract the above described land shall not be used for any purpose, other than agricultural and compatible uses. No structures shall be erected upon said land except such structures as may be directly related to and compatible with allowed uses hereunder.
3. If any action in eminent domain for the condemnation of any land described herein is hereafter filed, or any portion of the property is acquired in lieu of condemnation, the provisions of Sections 51290-51295 of the California Government Code shall apply.
4. This contract shall be effective commencing on the 31st day of December, 20____ and shall remain in effect for an initial period of ten (10) years therefrom. Each year, on the anniversary date of this Contract, one year shall be automatically added to the initial term, unless notice of non-renewal is given as provided in Section 51245 of the California Government Code.

5. Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, inasmuch as the parties recognize and agree 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 method of calculating the assessed value of the subject land due to the restrictions placed thereon.

6. This contract may not be cancelled except in the manner provided in Sections 51280 through 51287 of the Government Code of California.

7. The within contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

8. In the event the land under this contract is divided, a contract identical to the contract then covering said land shall be executed by the Owner (s) of each parcel created by the division at the time of the division. Any such division shall be made only upon approval of County and upon condition that each parcel after division meets the requirements for an agricultural preserve. County shall require, as a condition of the approval, the execution of the contracts provided for in this paragraph.

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

OWNERS SIGNATURE

Jay L. Stone
Faye E. Stone

NAME (TYPEWRITTEN)

Jay L. Stone and Faye E. Stone as trustees of the Nancy Jane Bletzer Living Trust
JAY L. Stone
Faye E. Stone

NOTE: Each Signature Must Be Notarized

COUNTY OF SAN BENITO

By _____
Chairman of the Board of
Supervisors of said County.

ATTEST:

Clerk of said Board

BY: _____
Deputy Clerk of the said Board

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Shirley J. Murphy 2/26/21
DEPUTY COUNTY COUNSEL / DATE

(attach acknowledgements)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF SAN Benito)

On JANUARY 8, 2021 before me, Rosie Herrera, Notary Public, personally appeared Jay L. Stone and Faye E. Stone

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rosie Herrera



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Exhibit B. Legal descriptions of parcels after adjustment (two pages).

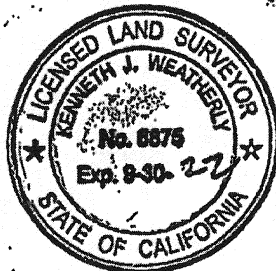
PARCEL 1

BEING ALL OF that certain Parcel One as was conveyed to Nancy Jane Bletzer, an unmarried woman, by Grant Deed from the Winfield Ranch, a partnership organized under the laws of the State of California, recorded March 21, 1990 as Instrument No. 9002525, Official Records of the County of San Benito, lying southerly and easterly of a line more particularly described as follows:

BEGINNING AT a point on the northerly line of Section 32, Township 13 South, Range 6 East, Mount Diablo Base and Meridian, which bears South 89°47'55" West, 1012.12 feet from the northeasterly corner thereof as is shown on that certain Record of Survey map recorded May 10, 1990, in Book 10 of Maps, page 86, San Benito County Records; thence leaving said northerly line and running parallel to the easterly line of said Section 32 as is shown on said map South 00°03'54" East, 1257.18 feet to a point on the line labeled as "centerline of existing private access road" as is shown on said map; thence along said access road South 85°51'55" West, 218.34 feet; thence South 79°56'53" West, 172.52 feet; thence South 61°14'06" West, 433.43 feet; thence South 55°33'18" West, 415.98 feet; thence South 30°46'25" West, 399.75 feet; thence South 47°08'17" West, 111.30 feet; thence South 37°07'43" West, 167.73 feet; thence South 55°09'20" West, 229.19 feet; thence leaving said "centerline of existing private access road" South 43°25'54" West, 108.89 feet; thence South 34°16'46" West, 189.02 feet; thence South 77°36'51" West, 1189.54 feet, more or less, to a point on the westerly line of Lot 4, Section 32, Township 13 South, Range 6 East, Mount Diablo Base and Meridian.

EXCEPTING THEREFROM the strip of land, 45 links wide, containing 1.64 acres, conveyed to David Dalzell and wife, by Deed from Jermina B. Lieb, dated May 8, 1911 and recorded in Volume 46 of Deeds, page 172, San Benito County Records.

KW 11/24/20
Kenneth J. Weatherly date
PLS 6875 exp. 09/30/2020

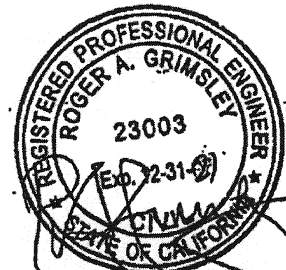
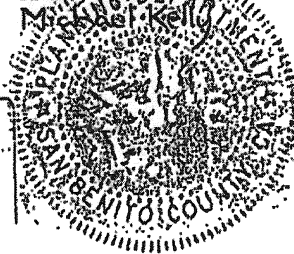


APPROVED

DATE Dec 14, 2020

Michael Kelly

SAN BENITO COUNTY
PLANNING DEPARTMENT
Michael Kelly



ROGER GRIMSLEY
COUNTY ENGINEER
REC 23003

The above description corrects the legal description found on page 9 of Exhibit B of document 2020-0009326, recorded August 4, 2020, in County of San Benito Official Records.

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