

RECORDING REQUESTED BY:  
San Benito County RMA

AND WHEN RECORDED MAIL TO:  
San Benito County RMA  
2301 Technology Parkway  
Hollister, CA 95023

CONFORMED COPY MAILED TO:  
James and Kathleen Dassel  
451 Mission Vineyard Road  
San Juan Bautista, CA 95045

APN 012-190-042 (portion)

THIS SPACE FOR RECORDER'S USE ONLY

### GRANT OF EASEMENT

THIS GRANT OF EASEMENT is executed by James P. Dassel and Kathleen C. Dassel, Trustees of the Dassel Family Revocable Living Trust, U/T/A dated August 31, 1993 (hereafter referred to as "Grantor" in favor of the County of San Benito, a political subdivision of the State of California (hereafter referred to as "Grantee"), on the date when it is fully executed by all parties.

#### RECITALS:

- A. WHEREAS, Grantor owns real property referred to by the legal description specified in Exhibit A, which is made part of this grant and agreement. This property is commonly known as Mission Vineyard Road (street address) and shall be referred to herein as "the subject property"; and
- B. WHEREAS, on November 18, 2020 (date) Grantee approved Grantors' application for Tentative Subdivision Map PLN190035, as Planning Commission Resolution 2020-16 in connection with the subject property; and
- C. WHEREAS, Grantor is required by Condition of Approval number 17 in said Planning Commission Resolution 2020-16 to grant an  
*{check one of the following}*  
[ ] open-space easement  
[ X ] agricultural open-space easement  
over *{check one of the following}*  
[ X ] *{for an easement required to be established on the subject property}* the property described in Exhibit A, which Grantors are voluntarily accomplishing, without payment of compensation,  
[ ] *{for an easement required to be established on property other than the subject property}* the real property described in Exhibit B, which is made part of this grant and agreement,  
pursuant to the Open-Space Easement Act of 1974 (Gov. Code §51070 et seq.); and
- D. WHEREAS, Grantor desires to comply with said condition of approval, in order to use the subject property in accordance with the terms of Planning Commission Resolution 2020-16; and
- E. WHEREAS, the preservation of land as open-space/agricultural open-space is in the best interest of the

Grantee and in the public interest for the following reason(s): *{check at least one of the followi*

- {for open-space easements* the land is essentially unimproved and if retained in its natural state, *{check at least one of the following:*
  - it has scenic value to the public;
  - it is valuable as a watershed; and/or
  - it is valuable as a wildlife preserve
- {for open-space and/or agricultural open-space easements}* it is in the public interest that the land be retained as open-space because such land, *{check at least one of the following:}*
  - will add to the amenities of living in neighboring urbanized areas; and/or
  - will help preserve the rural character of the area in which the land is located;
- {for open-space and/or agricultural open-space easements}* the public interest will be served in the following manner and consistent with the purposes of the Open-Space Easement Act of 1974 and section 8 of article XIII of the California Constitution:  
the land is essentially unimproved except for improvement pertaining to the agriculturally productive use of the land, and the grant of easement enforceably restricts the subject property for agricultural uses allowed in the agricultural productive zoning classification and will help preserve the rural character of the area.

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED, Grantor hereby grants to the Grantee, for the benefit of the public and pursuant to the Open-Space Easement Act of 1974 (Gov. Code §51070 et seq.), a permanent *{check one of the following:}*:

- open-space easement
  - agricultural open-space easement
- over *{check one of the follow*
- {for an easement required to be established on the subject property}* the property described in Exhibit A,
  - {for an easement required to be established on property other than the subject property}* the real property described in Exhibit B,

subject to the terms of this agreement.

1. RESTRICTIONS ON USE OF SUBJECT PROPERTY:

The future use of said property is restricted to *{check one of the following:*

- open-space uses. No improvement shall be constructed or maintained on the property. Any use of the property shall be consistent and compatible with maintaining or preserving the open-space character of the land. The land shall be retained in its natural state and shall: *{check at least one of the following:}*
  - provide scenic value to the public;
  - serve as a valuable watershed; and/or
  - serve as a valuable wildlife preserve.
- agricultural open-space uses. No improvement shall be constructed or maintained on the property, except (check any of the following allowed by the applicable conditions of Approval)
  - dwelling unit(s) and accessory structures, which shall be in conformance with the zoning rules set forth in the San Benito County Code for the Agricultural Productive Zone not to exceed 1 acre in disturbed area in the immediate vicinity of said units and accessory structures as depicted on the approved tentative subdivision map,
  - other non-occupied farm storage structure(s),
  - improvement(s) specifically including, access roads to the dwelling units and accessory structures, but not limited to, other improvements related to agriculture, as defined in the zoning rules set forth in the San Benito County Code,which dwelling unit(s), accessory structures, non-occupied farm storage structure(s), and/or improvement(s) would not be incompatible with maintaining or preserving the agricultural open space character of the land.

Grantors expressly reserve the right to all uses and improvements of the subject property, subject to County permitting requirements, that would not be inconsistent with the purposes of the Open-Space Easement Act of 1974 and which would not be incompatible with maintaining and preserving the natural or scenic character of the subject property, and this includes, without limiting the foregoing, (i) the right to maintain and replace dwelling unit(s), accessory structure(s), and any agricultural uses on the subject property and any improvements used in connection therewith, (ii) the right to install, maintain and replace well and water supply improvements on the subject property, (iii) the right to install, maintain and replace landscaping and fencing on the subject property, (iv) the right to install, maintain and replace roads and utilities across the subject property, and (v) there right to engage in educational and recreational uses on the subject property, including the right to maintain and replace structures and other improvements used in connection therewith, provided such uses, structures and improvement involve the use of the subject property for "agriculture", as that term is defined in the zoning rules set forth in the San Benito County Code.

2. FUTURE DEVELOPMENT RIGHTS:

In the event that the right to develop any portion of said property should occur in the future, all future development rights shall belong to the Grantor and its successors and assigns.

3. AFFIRMATIVE RIGHTS AND INTERESTS CONVEYED:

The affirmative rights and interests hereby conveyed upon the use of the subject property are, and shall be as follows:

- a. Rights of Entry: Grantee or its agent may enter onto the property at times reasonably acceptable to the Grantor to ascertain whether the use restrictions set forth above are being observed;
- b. Enforcement: Any act or conveyance, contract, or authorization whether written or oral, which would use or permit use of the subject property in a manner contrary to the terms of this easement will be deemed a breach hereof. Grantee may bring any action in court necessary to enforce the terms and conditions of this easement, 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, and may pursue any appropriate legal or equitable remedies in connection with such action. Grantee shall have sole discretion to determine under what circumstances an action to enforce the terms and condition of this easement shall be brought in law or in equity. Any forbearance on the part of 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. Grantor shall bear any costs Grantee incurs in enforcing the terms of this easement, including, but not limited to, the costs of suit and attorneys' fees and any necessary costs of restoration.

4. RESERVATIONS:

Grantor's use and occupancy of the subject property may be exclusive to the general public except as allowed in Section 3. In no event shall Grantor's exclusive use during the term of the Easement give rise to a claim for prescriptive rights. Grantor may continue to use and occupy the subject property in a manner not inconsistent with the conditions and restrictions herein imposed. Grantor retains the right to repair and maintain any structure(s) and/or other improvements allowed hereunder.

5. MAINTENANCE:

Grantee shall not be obligated to maintain, improve, or otherwise expend any funds in connection with the subject property or any interest or easement created by this easement. Grantor shall bear all costs and expenses for such maintenance, improvement, use or possession.

6. FUTURE CONVEYANCES:

All future conveyances of the subject property shall be subject to the terms of this easement and this easement shall be reference in any subsequent deed or other legal instrument conveying any interest in

the subject property, including but not limited to, a leasehold interest.

7. BINDING EFFECT:

The terms, covenants, conditions, exceptions, obligations, and reservations contained in this easement shall be binding upon and shall inure to the benefit of Grantor, Grantee and their respective heirs, representatives, assigns, and successors in interest, whether voluntary or involuntary, and shall continue as a servitude running with the subject property.

8. LIABILITY AND INDEMNIFICATION:

Grantor shall indemnify, defend and save harmless Grantee and Grantee's officers, agents and employees, from and against any and all clam(s) and loss(es) whatsoever arising from any cause(s) whatsoever, including, but not limited to, claims for damage to the property of any kind whatsoever and to whomsoever belonging, including Grantor, personal injury to any person, including Grantor, death of any person, including Grantor, and any legal expense(s) (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by Grantee in connection with such claims, unless such claims, losses or injuries occur as a result of Grantee's sole negligence, while exercising the right of entry provided herein. Grantee shall have no right or control over, nor duties and responsibilities with respect to the subject property which would subject Grantee to any liability occurring upon the land by virtue of the fact that the right of 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 purpose of protecting against any dangerous condition as defined by California Government Code section 830

Grantor shall indemnify, defend, and save harmless Grantee and Grantee's officers, agents, and employees, from any claim, action or proceeding against Grantee or Grantee's officers, agents or employees, to attack, set aside, void , or annul this easement.

Grantee shall promptly notify Grantor of any claims, actions or proceedings and shall cooperate fully in the defense thereof. If Grantee fails to promptly notify Grantor of any claim, action or proceeding or fails to cooperate fully in the defense thereof, Grantor shall not thereafter be responsible to defend, indemnify or save Grantee harmless from such claim, action or proceeding. Grantee shall reserve its right to prepare its own defense.

9. RECORDATION:

Grantee shall record this easement in the San Benito County Recorder's Office immediately upon execution by all parties.

10. CONTROLLING LAW:

The interpretation and performance of this easement shall be governed by the laws of the State of California.

11. LIBERAL CONSTRUCTION:

Any general rule of construction to the contrary notwithstanding, this easement shall be liberally construed in favor of the grant to effect the purpose of this easement and the policy and purpose of the Open-Space Easement Act of 1974 (Gov. Code §51070 et seq.), as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this easement which would render the provision valid shall be favored over any interpretation which would render it invalid.

12. SEVERABILITY:

If any provision of this easement or the application thereof to any person or circumstance is found to be invalid, or for any reason becomes unenforceable, such provision shall be deemed to be severed from the remaining provisions and the remaining provisions of this easement or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case

may be, shall not be affected or impaired thereby.

13. AUTHORITY AND CAPACITY:

Grantor and Grantor's signatories each warrant and represent that each has full authority and capacity to execute this grant of easement.

IN WITNESS HEREOF, the Grantors have cause this Grant of Easement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Grantors:**

The undersigned hereby certify to be the owner(s) of real property described in Exhibit A attached hereto and incorporated herein, and the only person(s) whose consent is necessary to pass title to said real property, and to have consented to the annexation of said real property to the City of San Juan Bautista.

James P. Dassel and Kathleen C. Dassel, Trustees of the Dassel Family Revocable Living Trust, U/T/A dated August 31, 1993

Signature:   
James P. Dassel

Date: 11/30/21

Signature:   
Kathleen C. Dassel

Date: 11-30-2021

**Grantee:**

This is to certify that the grant of easement conveyed by the grant dated \_\_\_\_\_ from the Grantors to the County of San Benito, a political subdivision of the state of California, is hereby accepted by order of the San Benito County Board of Supervisors on \_\_\_\_\_ pursuant to the authority conferred by resolution of the board of supervisors, Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, and the grantee consents to recordation there of by its duly authorized officer.

ACCEPTED:  
San Benito County Board of Supervisors

APPROVED AS TO LEGAL FORM:  
Barbara J. Thompson, County Counsel

By: \_\_\_\_\_  
Bea Gonzales, Chair

By: \_\_\_\_\_  
Joel Ellinwood, Assistant County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledgment**

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

COUNTY OF San Benito

On 11-30-2021, before me, Anne Wells, Notary Public

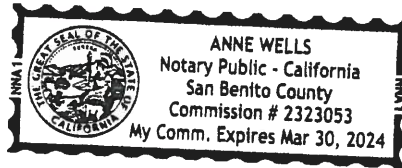
personally appeared James P. Dassel and Kathleen C. Dassel

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.

Anne Wells  
Name, Notary Public in and for said



(Seal)

County and State

Principal County of Business: San Benito

Commission Expires: 3-30-24

Commission # of Notary: 2323053

# EXHIBIT “A”

## Legal Description of Property to accompany Grant of Agricultural Open-Space Easement

All that real property situated in the unincorporated territory of the County of San Benito, State of California being more particularly described as follows:

Lot 6 of Tract No. 356 "Dassel - PLN190035" as shown on that map thereof filed in Book\_\_\_\_\_of Maps at Page\_\_\_\_\_San Benito County Records.