LAND CONSERVATION CONTRACT

DOCUMENT TITLE

Contract No. 2001-001
APN 612-43-008

No recording fee required pursuant to Government Code Section 6103 and 27383
LAND CONSERVATION CONTRACT

This is a Land Conservation Contract (the "Contract") between the County of Santa Clara, State of California (the "County"), and

Richard Greweer & Michelle Stava

or the successors thereof (the "Owner").

WHEREAS, Owner is the legal owner of certain real property (the "Property") located within the County of Santa Clara, State of California, which is described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the Property is presently devoted to agricultural or open space uses; and

WHEREAS, both Owner and County desire to limit the use of the Property to agricultural, open space and uses compatible thereto; and

WHEREAS, the parties have determined that the highest and best use for the Property during the term of this Contract, or any renewal thereof, shall be for agriculture, open space and uses compatible thereto.

NOW THEREFORE, County and Owner agree as follows:

1. CONTRACT SUBJECT TO CALIFORNIA LAND CONSERVATION ACT OF 1965 AND RELATED COUNTY ORDINANCES

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

2. RESTRICTIONS ON USE OF PROPERTY

During the term of this Contract, and any and all renewals thereof, the Property shall not be used for any purpose other than the production of agricultural commodities for commercial purposes, open space and uses compatible thereto. A list of all such compatible uses is set forth in
Exhibit A, attached hereto and by this reference incorporated herein. The County may from time to time during the term of this Contract and all renewals thereof, add to the list of compatible uses additional uses which shall apply uniformly to all property located in the agricultural preserve in which the Property is located; provided, however, County may not during the term of this Contract or any renewal thereof, without the prior written consent of Owner, remove any of the compatible uses for the subject property which are set forth in Exhibit A. The provisions of this Contract and any supplementary list of compatible uses are not intended to limit or supersede the planning and zoning powers of County.

3. **RESTRICTIONS ON SUBDIVISION OF PROPERTY**

In order to be subdivided, the Property must meet certain additional requirements and limitations imposed by the Act, the Subdivision Map Act and County Ordinances implementing the Act and the Subdivision Map Act for division of land which is subject to a contract under the Act.

4. **TERM OF CONTRACT**

This Contract shall become effective on the date of execution by the County and shall remain in full force and effect for an initial term of at least ten years, which term shall commence on the first day of January following execution of the Contract. Each succeeding first day of January shall be deemed to be the annual renewal date of this Contract. This Contract shall be renewed automatically on each succeeding January 1 and one additional year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Paragraph 5.

5. **NOTICE OF NONRENEWAL**

(a) If either party desires in any year not to renew this Contract, that party shall serve written notice of nonrenewal upon the other party in advance of the annual renewal date of this Contract. Unless such written notice of nonrenewal is served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date, this Contract automatically shall be renewed for an additional year as provided in Paragraph 4 above.

(b) In the event that County serves written notice of nonrenewal of this Contract, the Owner, within ten (10) days after receipt, may submit to County a written protest of nonrenewal. County may at any time prior to the next following renewal date thereafter, withdraw such notices of nonrenewal and in such event, this Contract shall continue as if no such notice of nonrenewal had been served.

(c) If either party serves written notice of nonrenewal in any year within the time limits of (a) above, this Contract shall remain in effect for the balance of the term remaining on the Contract as of the last automatic annual renewal. If the initial term of the Contract was ten (10) years, the remaining term after notice of nonrenewal is nine (9) years from the first day of January following the notice of nonrenewal.
6. NO COMPENSATION

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

7. SUCCESSORS IN INTEREST

This Contract and the restrictions imposed hereunder shall be binding upon, and inure to the benefit of, all heirs, executors, administrators, trustees, assigns and successors in interest of the Owner. Whenever any of the Property is divided, the Owner of any parcel of the original Property may exercise, independently of any other Owner of a portion of the divided Property, any of the rights of the Owner in this Contract, including the right to give notice of nonrenewal and to petition for cancellation. The effect of any such action by the Owner of a parcel created by the division of the Property shall not be imputed to the other Owners of the remaining parcels and shall have no effect on this Contract as it applies to the remaining parcels of the divided Property. If the Property or any portion thereof is annexed by a city, the city shall succeed to all rights, duties and powers of the County under this Contract, except as otherwise provided by the Act.

8. CANCELLATION

This Contract may not be cancelled except pursuant to the provisions of the Act and County Ordinances implementing the Act.

9. NOTICES

All notices required or permitted by this Contract, including notice of a change of address, shall be in writing and given by personal delivery or sent by United States Mail, postage prepaid, return receipt requested, addressed to the party intended to be notified. Notice shall be deemed given as of the date of delivery in person or as of the date when deposited in any post office or any post office box regularly maintained by the United States Government.

Notice to the County shall be addressed:

COUNTY OF SANTA CLARA
Office of the Board of Supervisors
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110

Notice to Owner shall be addressed:

Name: Richard Grever & Michelle Stava
Address: 1234 Rousseau Dr.
City, State, Zip: Sunnyvale, CA 94087
10. **INVALIDITY**

County may declare this Contract terminated if it (or another substantially similar Contract) is declared invalid or ineffectual in any court adjudication accepted by County as final, but no cancellation fee or other penalties shall be assessed against Owner based upon such termination.

11. **HOLDERS OF RECORD**

Owner represents and warrants that the persons signing below are the only persons with legal and security interests in the Property and agrees to indemnify, defend and save harmless the County from any and all claims, suits or losses caused by a breach of this representation or warranty. This representation and warranty and hold harmless clause are binding upon the Owner. Signatures of holders of security interests shall only be evidence of notice of the Contract and acceptance by the holders of security interests of the binding restrictions herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by Owner on **SEP 29 2000** and by County on **DEC 12 2000**.

**COUNTY OF SANTA CLARA**

__Donald F. Gage__
Chairperson, Board of Supervisors

Date: **DEC 12 2000**

**ATTEST:**

__Phyllis A. Perez__
Clerk of the Board of Supervisors

**PROPERTY OWNER(S):**

Signature __Richard Greener__

Name/Title __Richard Greener__

Signature __Michelle Stava__

Name/Title __Michelle Stava__

**HOLDERS OF SECURITY INTERESTS:**

Signature ____________________________

Name/Title ____________________________

Signature ____________________________

Name/Title ____________________________

NOTE: Each signature must be properly notarized using a full-page Form of Acknowledgment.

**APPROVED AS TO FORM AND LEGALITY**

__Lizanne Reynolds__
Deputy County Counsel
LAND CONSERVATION CONTRACT (WILLIAMSON ACT) COMPATIBLE USE LIST

(PLEASE NOTE: The fact that a use is compatible with the agricultural use of the land does not negate the need for a use permit or other regulatory approvals if otherwise required by applicable laws and regulations, including but not limited to the Santa Clara County Ordinance Code.)

1. Residential uses incidental to the agricultural use of the land, as outlined below:

   a. Single-family homes for the property owner or lessee, which includes stockholders in family corporations, beneficiaries of family trusts and estates, owners of undivided partial interests in the fee, and joint tenants.

   b. Dwellings for persons employed in the agricultural use of the land or structures used to provide educational experiences or day care facilities for their children, provided the use is non-profit and not open to the general public.

   c. Temporary farm labor camps incidental and necessary to the gathering of the crops grown on the land. Permanent agricultural laborer housing facilities are also a compatible use unless the County Board of Supervisors determines otherwise, after notice and hearing (Government Code Section 51238(a)).

   d. Residential care facilities for persons actively participating in agriculture as a prime component of their training or recreation.

   e. Facilities to be used as Bed and Breakfast Inns with a maximum of six (6) guest rooms, kitchen and dining facilities for guests and small private events, all of which are totally contained within the existing residential structure.

2. Accessory structures necessary and incidental to the agricultural use of the land, including:

   a. Facilities for the drying, packing, or other processing of an agricultural commodity usually performed on the premises where it is produced, but not including slaughterhouses, fertilizer yards, bone yards, or plants for the reduction of animal or vegetable matter.

   b. Stands or shelters for the sale of agricultural commodities produced on the land.

   c. Farmer's markets, as defined in the Zoning Ordinance of the County of Santa Clara, including an agricultural stand where agricultural commodities grown, raised, or produced off the premises are offered for sale to the general public by the operator of the stand. (Use permit required)

   d. Limited sales of agricultural supplies including hay, seed, veterinary supplies, and horse tack. The sale of farm equipment or horse trailers is specifically excluded.

   e. Aircraft landing strips.

   f. Storage and maintenance facilities for trucks used exclusively for hauling agricultural produce which must include produce grown on the property, as long as the remainder of the property can sustain an agricultural use.

   g. Temporary wood recycling operations.

Board of Supervisors: Donald F. Gage, Blanca Alvarado, Pete McHugh, James T. Beall Jr., S. Joseph Similian
County Executive: Richard Wittenberg
MAIL TAX STATEMENTS TO:
RICHARD GREEVER, TRUSTEE
MICHELLE STAVA, TRUSTEE

Same as above.

The undersigned Grantor(s) declare(s) that the DOCUMENTARY County Transfer Tax is: $2,200.00 City Tax is: $ computed on full value of property conveyed; OR computed on full value less value of liens and encumbrances remaining at time of sale.

Unincorporated area:

GRANT DEED
EXHIBIT B-2

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

Richard B. Thurmond, Trustee w/nd May 8, 1978

hereby GRANT(S) to

RICHARD GREEVER AND MICHELLE STAVA, TRUSTEES OF THE RICHARD GREEVER AND MICHELLE STAVA TRUST DATED JULY 15, 1997

all the real property situated in the unincorporated area of the County of Santa Clara, State of California, described as:

PARCEL ONE:

BEGINNING at a pipe driven at the point of intersection of the fence line between lands of P. P. Murphy, et al and Joe Nunes (original Marshall Tract), with the center line of Lick Avenue of Mt. Hamilton Road; and running thence along the center line of said Mt. Hamilton South 73 degrees 5 minutes West 0.896 chains to a pipe; thence leaving said Mt. Hamilton Road and running thence along the center line of said road 30 feet wide, North 56-1/2 degrees West 9.10 chains to a pipe driven in the center line of said 30 foot road standing at the most Southerly corner of that certain 30.048 acre tract conveyed by Joe Nunes Duarte, et ux, to Frank Nunes Duarte, by Deed dated November 19, 1923, recorded November 23, 1923 in Book 61 of Official Records, Page 39, Santa Clara County Records; thence leaving the center line of said 30 foot road and running along the Southeastern line of said 30.048 acre tract North 26 degrees 25 minutes East 36.36 chains to a stake standing at the most Easterly corner of said 30.048 acre tract, said stake being also on the Northeastern line of that certain 64.72 acre tract of land conveyed by Bernard P. Murphy, et al, to Joe Nunes Duarte, et ux, by Deed dated June 6, 1919, recorded October 8, 1919 in Book 490 of Deeds, Page 541, Santa Clara County Records; thence running along the Northeastern line of said 64.72 acre tract South 36 degrees 22 minutes East 7.46 chains and South 61 degrees 15 minutes East 3.54 chains to a stake marked M.2 standing at the most Easterly corner of said 64.72 acre tract, said stake being on the fence line between said original lands of Murphy and Nunes; thence along said fence line between said lands, South 27 degrees 45 minutes West 33.21 chains to the point of beginning, and being a portion of Parcel A and all of Parcel B on that certain Parcel Map filed for record June 25, 1976, in Book 373 of Maps, Page 47, Santa Clara County Records.

EXCEPTING THEREFROM that portion thereof lying with the boundaries of Parcel B as said Parcel is shown on the Map above referred to.

PARCEL TWO:

BEGINNING at post on the Southwesterly line of the Rancho Canada de Palo, at the most Northerly corner of the 401 acre tract conveyed by the City of San Jose, to A. J. Fowler, by Deed recorded in Book W of Deeds, Page 323; thence North 30°
degrees West along said line of Rancho, 23.20 chains to a corner of 490 acre tract conveyed by the City of San Jose to Samuel W. McCurley, et al, being recorded in Book W of Deeds, Page 193, along the Easterly line of said 490 acre tract, South 29 degrees 30 minutes West 36.00 chains, South 13 degrees 30 minutes West 15.00 chains and South 28 degrees West 31.50 chains to the center line of the Mount Hamilton Road, also known as Lick Avenue; thence along the center line of said road the following courses and distances; South 79 degrees East 2.16 chains, South 64 degrees 45 minutes East 2.25 chains, North 89 degrees 5 minutes East 1.86 chains, North 66 degrees East 1.76 chains, North 34 degrees 30 minutes East 1.06 chains, North 7 degrees 40 minutes East 1.57 chains, South 71 degrees East 1.24 chains, South 35 degrees 30 minutes East 2.26 chains, South 12 degrees East 2.25 chains, South 40 degrees 45 minutes East 0.72 chains, South 63 degrees 10 minutes East 1.88 chains, North 87 degrees 45 minutes East 0.81 chains, North 39 degrees East 3.60 chains, North 56 degrees 2 minutes East 1.68 chains, North 37 degrees 55 minutes East 3.27 chains, North 55 degrees 50 minutes East 2.03 chains to the intersection of said center line with the Westerly line of the above referred to 401 acre tract; thence North 22 degrees 30 minutes West 1.65 chains to the most Westerly corner of said 401 acre tract; thence along the Westerly line of 401 acre tract, North 41 degrees 45 minutes East 30.00 chains, North 21 degrees 30 minutes East 28.00 chains to the point of beginning, and being a portion of the Pueblo Tract No. 1, San Jose City Lands, and being the same tract conveyed by Charles E. Stanos, et ux, to Joseph Nunes, by Deed dated September 29, 1916, and recorded in Book 450 of Deeds, Page 178, Santa Clara County Records, and being a portion of Parcel A as shown on that certain Parcel Map filed for record June 25, 1976 in Book 373 of Maps, Page 47, Santa Clara County Records.

Assessor's Parcel Number: 612-43-008

Date: December 23, 1999

STATE OF CALIFORNIA  COUNTY OF SANTA CLARA

On this 5th day of January, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard E. Thurmond, do personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature of Notary Public

(This area for official notarial seal)

Mail Statements as Directed Above
State of California
County of Santa Clara

On September 28, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared

MICHELLE STAVA

RICHARD GREEVER

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Name

John T. Murren
(typed or printed)

Seal

John T. Murren
COMM. # 1185840
NOTARY PUBLIC
CALIFORNIA
SANTA CLARA COUNTY
expires June 4, 2022
Application for Land Conservation Contract for Consideration of Inclusion of Land into the County of Santa Clara Agricultural Preserve

FILING FEE - $300

(Please note that payment of filing fee does not guarantee approval)

1. APPLICANT(S)/OWNER(S)
   Richard Greaver & Michelle Staw
   Name(s) (please print or type)

   AGENT (if any)
   (person acting on your behalf)
   Name: 1239 Rousseau Dr.
   Address: Sunnyvale CA 94087
   City State Zip
   (The above address will be used for correspondence)
   (408) 732-4303 Richard & Michelle
   Daytime Tel. No. Contact Person
   (The name and number listed above may be contacted for access to the parcel and/or additional information.)

2. LOCATION OF THE PROPERTY
   North side of Mt. Hamilton Road
   North, South, East, West Street or Road
   at Crothers Road and Street or Road
   at/between Street or Road Street or Road

3. ASSESSOR'S PARCEL NUMBER(S)
   C17-43-008
   Total Acreage: 1/59

For Each Parcel Attach:

A. Five copies of a map (Assessor's Map preferable) OUTLINING property described. (reduced to 8 1/2 x 11"

B. Five copies of a previously recorded, photographically reproducible legal description or a legal description prepared by a person authorized to practice land surveying. Identify each legal description by Assessor's Parcel Number(s). (8 1/2 x 11"

OFFICE USE ONLY

Filing Fee Receipt No. 246987
Deputy Clerk MAHALIA O. CAYUSA
Application No. 2001.001
4. ZONING OF PROPERTY

The property that is the subject of this application is currently zoned as follows:

A (Exclusive Agriculture)  ES (Hillsides)
AR (Agricultural Ranchlands)  Other

Note: If this application applies to various parcels with different zoning designations, please provide the zoning designation for each parcel.

5. REQUEST TO REZONE PROPERTY

If all of the property covered by this application is not zoned either A, AR or BS, the property must be rezoned to one of these districts to be eligible for inclusion in an agricultural preserve. If rezoning is necessary, an additional fee for the zoning change and environmental assessment is required. Please contact the County Planning Office at (408) 299-2454 for information on applicable fees. If rezoning is necessary, you must indicate your request to rezone the property in the space below:

Yes, I am requesting that the following parcels be rezoned either A, AR or BS:

APN____________________  APN____________________
APN____________________  APN____________________

6. EXISTING WILLIAMSON ACT CONTRACTS: Are any of the foregoing parcels currently under Williamson Act Contract? Yes ___ No ___

7. OUTSTANDING USE PERMITS OR LAND USE VIOLATIONS:

A. Are there any outstanding use permits or land use violations on the foregoing parcels? Yes ___ No ___

B. Are any structures on the property constructed illegally? Yes ___ No ___
   If so, describe:

8. CURRENT USES OF THE PROPERTY (Please check all applicable uses)

A. Is the property generally used for agriculture, ___ or open space, ___

   1. Type of agricultural use:
      a. Orchard, ___ Row Crop, ___ Hay, ___ Grazing, ___
         Flower growing, ___ Vineyard, ___

      b. What specific crops are grown on acreage?
         Crop  Acreage
         Truffles, Tuber melanosporum  3 acres to be planted 12/90
         Grown on oak & fahler  Approx. 20 acres planned

      c. If parcel is less than 40 acres, does parcel possess unique agricultural characteristics? Yes, ___ No, ___
         If yes, describe:
d. Are there any other extenuating circumstances as that might persuade the Board of Supervisors to grant an exemption to the parcel size requirement?

2. If maintained in natural state for purpose of preserving open space, describe type of use, if any

B. Are any of the following uses currently on your property?

- Single-family homes for property owner or lessee
- Dwellings for persons employed in agricultural use of land and structures used to provide educational experiences or day care facilities for their children, provided use is non-profit
- Temporary farm labor camps incidental to gathering of crops grown on the land
- Residential care facilities for persons participating in agriculture as prime component of their training or recreation
- Bed and breakfast inns with maximum of six guest rooms, kitchen and dining facilities contained within existing structure
- Drying, packing, processing of agricultural commodity produced on the land
- Stands or shelters for sale of commodities produced on the land
- Farmer's markets, as defined in Zoning Ordinance of County
- Limited sales of agricultural supplies, excluding farm equipment or horse trailers
- Aircraft landing strips
- Storage and maintenance facilities for trucks used exclusively for hauling agricultural produce grown on the land
- Temporary wood recycling operations
- Holding of non-producing land for future agricultural use
- Holding of non-producing land for future mineral extraction
- Public or private fishing or hunting, including hunting or fishing club structures
- Public or private rifle or pistol ranges, trap or skeet fields, archery ranges, golf driving ranges or similar uses
- Public or private riding or hiking trails
- Riding academies, stables, or boarding of horses or livestock
- Large animal clinics, including associated stables and pasture (small animal hospitals and kennels excluded)
- Erection, construction, alteration or maintenance of public utility and communication facilities
- Small-scale facilities for testing electronic products for electromagnetic emissions under applicable FCC regulations
- Radio, television or microwave antennas, and transmitters and related facilities
- Gas and oil drilling, including necessary equipment and structures
- Surface mining with approved rehabilitation plan which returns land to agricultural or open space use upon completion
- Sanitary landfills with approved rehabilitation plan which returns land to agricultural or open space use upon completion
- Churches, including accessory structures
- Limited educational and cultural uses
- Seasonal and occasional social receptions at existing facilities
9. Is land capable of producing an average annual gross income of $200 per acre? Yes. What is the actual average annual gross income per acre? 10 $/yr. 5-10 years to first crop.

10. Attach two completed Land Conservation Contracts, each of which has been signed by all property owners and security interest holders. All signatures on both copies of the Contract must be identical to the manner in which title to or interest in the property is vested, and must be properly notarized using a full-page acknowledgment form. Separate applications are required if titles to parcels are vested differently or if parcels of property are non-contiguous.

11. Attach completed Agricultural Preserve Questionnaire.

12. File application(s) with the Clerk of the Board of Supervisors, County Government Center, East Wing, 10th Floor, 70 West Hedding Street, San Jose, California 95110. Telephone (408) 299-4321.

The undersigned property owners declare under penalty of perjury that the foregoing information supplied on this Application is true and correct.

All property owners must sign:

[Signatures]

(Persons signing under authority of a Power of Attorney must furnish a copy of this Authority)

All security interest holders must sign:

[Signatures]

[None]

(Persons signing under authority of a Power of Attorney must furnish a copy of this Authority)