

**HAY CAMP HEADQUARTERS, LLC**

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: (Either Assessor's parcel number (s) or legal description):

APN: 022-020-015 & 025-140-015 - See attached legal description

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* 7/22/20  
 DEPUTY COUNTY COUNSEL (DATE)

**Exhibit B**  
**Hay Camp, LLC (LCA #2 )**  
**Legal Description**

***PARCEL MRM QS 23***

All of Parcel 4 of Lot Line Adjustment No. 16-588 in the County of San Benito, State of California, recorded October 6, 2016 as Instrument No. 2016-0010850 in the Office of the County Recorder of said County also being described as follows:

The Basis of Bearings for this Legal Description is the California Coordinate System, Zone 4 NAD 83 (Epoch 2002) as determined locally by a line between Continuous Operating Reference Stations (CORS) LNC1 (Lincoln 1) and PPT5 (Pigeon Point 5) being south 28°04'42" west as derived from geodetic values published by the California Spatial Reference Center (CSRC) and/or National Geodetic Survey (NGS), respectively.

Distances shown hereon are grid unless otherwise noted. To obtain ground distances multiply distances by 1.00013807794.

Parcels 6,7 and 8 in the County of San Benito, State of California as described in that certain Certificate of Compliance recorded June 7, 2007 as Instrument No. 2007-07364 and re-recorded December 11, 2008 as Instrument No. 2008-0011507 in the office of the County Recorder of said County together with that portion of Parcel 3 of Lot Line Adjustment 08-524 in the County of San Benito, State of California, recorded December 23, 2008 as Instrument No. 2008-0012022 in the office of the County Recorder of said County lying northerly and easterly of the following described line:

Commencing at the east most corner of said Parcel 3, thence along the southerly line of said Parcel the following eight courses:

- (1) South 57°12'53" west 2,609.67 feet more or less to a ¾" galvanized iron pipe with aluminum cap LS 6964 per the Record of Survey filed in Book 15 of Maps at page 4 in the Office of the County Recorder of said County,
- (2) Thence south 35°32'16" west 464.89 feet;
- (3) Thence south 01°32'53" west 666.76 feet;
- (4) Thence south 25°51'59" west 660.65 feet;
- (5) Thence south 00°00'00" east 594.46 feet;
- (6) Thence south 14°02'11" west 445.64 feet;
- (7) Thence south 01°14'43" east 828.84 feet;

(8) Thence south 05°49'35" east 387.07 feet to the True Point of Beginning;

Thence north 89°31'11" west 3376.27 feet;

Thence south 77°36'03" west 1486.21 feet;

Thence south 16°45'01" west 414.53 feet;

Thence north 75°15'33" west 260.36 feet;

Thence north 19°10'42" east 349.11 feet;

Thence north 23°49'10" west 2263.90 feet;

Thence north 11°09'42" east 1636.42 feet;

Thence north 50°17'16" west 1958.94 feet;

Thence south 11°49'39" west 1115.43 feet;

Thence north 84°08'54" west 544.29 feet;

Thence north 20°09'15" west 892.94 feet to a point on the northerly line of said Parcel 3 which bears south 30°54'53" west 1845.25 feet along said line from the northerly terminus of the course of said line having a bearing and distance of north 30°54'53" east 3363.09 feet, shown on said Record of Survey filed in Book 15 of Maps at page 4 in the Office of the County Recorder of said County.

APN 022-020-015

***PARCEL MRM QS 12***

Lots 1 and 2 of Section 27 in Township 12 South of Range 7 East of the Mount Diablo Meridian, State of California according to the official plat of said land filed in the District Land Office.

APN 025-140-015

Containing a total of 1719 acres more or less.

**End of Legal Descriptions**

**SAN BENITO COUNTY  
LAND CONSERVATION CONTRACT**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 20,  
by and between Hay Camp Headquarters, LLC, a California limited liability company

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\_\_\_\_\_, 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:

(Either Assessor's parcel number (s) or legal description)

APN: 022-020-015 & 025-140-015 - See attached legal description

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 31<sup>st</sup> 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

*Milton J. French*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME (TYPEWRITTEN)

AMJ Hollister Management, LLC,  
\_\_\_\_\_  
a Delaware limited liability company, Manager  
By: Milton J. French, Manager  
\_\_\_\_\_  
\_\_\_\_\_

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 L. Murphy* 7/22/20  
DEPUTY COUNTY COUNSEL DATE

(attach acknowledgements)

## 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.

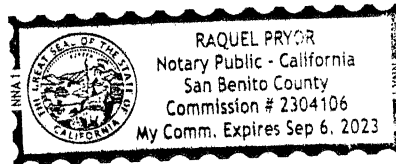
State of California  
County of San Benito)

On April 20<sup>th</sup>, 2020 before me, Raquel Pryor  
(insert name and title of the officer)

personally appeared Milton French,  
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 [Handwritten Signature]

(Seal)

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