

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):

See attached legal description of Preserve P-1 (also described as legal parcel #3).

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 4/4/19
DEPUTY COUNTY COUNSEL (DATE)

EXHIBIT "A"

PARCEL 3:

BEING A PORTION of Lots 33 and 34, and Lot A as are shown on the Map of Flint Hills, recorded April 20, 1908, in Book 2 of Maps, page 3, San Benito County Records, and also being a portion of that certain 1872.00 acre parcel of land conveyed to J. Lansing Lane by Deed from Thomas Flint as executor of the last will and testament of Thomas Flint deceased, recorded August 10, 1908 in Book 40 of Deeds, page 431, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING at the northeast corner of the above described parcel of land and running along the easterly line thereof South 33° 36' 07" West 648.81 feet to a point; thence leaving said easterly line and running along a fence North 80° 57' 53" West 513.80 feet; thence North 74° 34' 11" West 1651.77 feet to the centerline of a paved road; thence along said centerline South 33° 46' 02" West 39.10 feet; thence North 85° 47' 56" West 138.54 feet; thence leaving said centerline and running South 19° 33' 49" West 163.88 feet, last said course passes through an existing camp house at the center of the common wall which divides said house; thence along a fence North 63° 43' 31" West 331.30 feet to a fence corner; thence leaving said fence line North 29° 25' 24" East 47.67 feet to the point in the centerline of said paved road; thence along said centerline North 60° 34' 36" West 208.47 feet; thence leaving said centerline North 33° 46' 31" East 1651.53 feet to a point in the northerly line of the above said parcel conveyed to J. Lansing Lane; thence along northerly line South 56° 26' 27" East 2652.73 feet to the point of beginning.

A.P.N.: Portion of 018-010-003,-004,-008,
-009; 018-030-002, -003, -004, -006,-007, -008;
018-080-021; 018-090-018; 018-050-003,
-004, -005, -007, -008

**SAN BENITO COUNTY
LAND CONSERVATION CONTRACT**

THIS CONTRACT made and entered into this _____ day of _____, 20_____,
by and between Peter D. Schroder dba Brookhollow Ranch L.P.

_____, 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)

See attached legal description of Preserve P-1 (also described as legal parcel #3).

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.

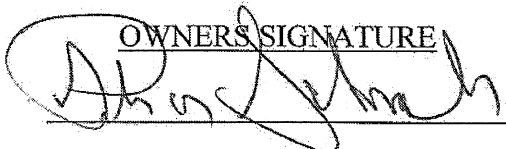
5. Owner shall not receive any payment from County in consideration of the obligations imposed hereunder, inasmuch as the parties recognize and agree that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will 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


NAME (TYPEWRITTEN)
Peter D. Schroder

NOTE: Each Signature Must Be Notarized

COUNTY OF SAN BENITO

ATTEST:

Clerk of said Board

BY: _____
Deputy Clerk of the said Board

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

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

 4/4/19
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)

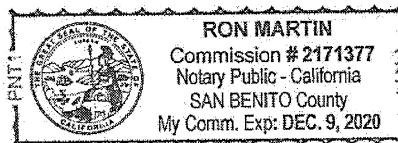
On March 6, 2019 before me, Ron Martin, Notary Public
(insert name and title of the officer)

personally appeared Peter D. Schroder
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 Ron Martin



(Seal)

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EXHIBIT "A"

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