

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-2 (also described as legal parcel #5).

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 5:

BEING A PORTION of Lots 18, 19, 24, 25, 26, 36, 37, 38, and 39, and Lots B, C, and D according to the Map of Flint Hill recorded April 20, 1908 in Book 2 of Maps, page 3, San Benito Co. Records, and also a portion of Lots X and X1 of the Western or Flint part of the San Justo Rancho, map of which was recorded September 16, 1907 in Book 1 of Maps, page 33, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING at a point in the northwesterly line of the above said Lot 36 at a point which bears South 29° 30' 18" West 1538.96 feet and South 29° 31' 47" West 2115.09 feet from the northwesterly corner of that certain Lot 35 as is shown on the above said Map of Flint Hills and running along an existing fence South 78° 07' 06" East 701.91 feet; thence South 0° 22' 23" West 223.08 feet; thence South 51° 34' 21" East 1072.05 feet; thence leaving said fence South 57° 33' 40" East 502.58 feet to a point in a barbed wire fence; thence leaving said fence North 83° 12' 41" East 897.03 feet to the easterly side of an existing dirt road; thence along said road North 20° 01' 17" East 85.09 feet; thence North 11° 25' 32" West 68.38 feet; thence North 35° 47' 58" West 152.86 feet; thence North 30° 35' 19" West 56.41 feet; thence North 12° 45' 53" West 68.05 feet; thence North 12° 59' 54" East 83.37 feet to a gate post; thence along a fence North 24° 15' 20" East 252.99 feet; thence North 60° 31' 18" East 21.91 feet; thence North 33° 43' 47" East 283.00 feet along said fence and its northeasterly prolongation; thence North 55° 26' 41" West 187.68 to a point on the easterly bank of a small creek; thence along said creek North 6° 21' 57" East 150.67 feet to a 15" Eucalyptus Tree; thence continuing along the said easterly bank of North 34° 06' 06" East 183.73 to a point in a fence; thence along said fence South 44° 55' 38" East 103.39 feet; thence South 24° 16' 01" East 81.90 feet; thence North 43° 04' 00" East 395.72 feet; thence North 47° 39' 10" East 114.46 feet; thence North 33° 32' 06" East 354.91 feet; thence along a fence line South 56° 10' 34" East 1229.76 feet to the centerline of a paved road; thence along said paved road North 33° 33' 24" East 21.36 feet; thence leaving said road and running along a fence line South 55° 27' 45" East 466.17 feet; thence South 21° 11' 10" West 441.38 feet to a point on the top of an earthen dam; thence leaving said fence line and running along the centerline of said earthen dam North 85° 37' 32" West 242.20 feet to the westerly end of said dam; thence leaving said dam South 28° 15' 26" West 124.94 feet; thence South 81° 12' 06" West 124.96 feet; thence North 85° 15' 57" West 149.33 feet; thence South 3° 21' 25" West 1716.83 feet to a fence corner; thence along a fence line South 24° 22' 53" East 1566.88 feet; thence South 10° 42' 20" East 857.49 feet; thence leaving said fence line North 78° 05' 10" East 1054.11 feet; thence South 8° 18' 35" East 458.50 feet; thence South 26° 16' 51" West 367.63 feet; thence North 66° 37' 44" West 601.44 feet; thence along a fence line South 72° 45' 14" West 1853.12 feet to the most Southerly corner of Lot 38 and a point in the northerly line of Lot 39; thence across said Lot 39 South 17° 32' 49" West 1897.98 feet to an angle point in the Southerly line of Lot 39; thence South 25° 11' 04" West 5569.65 feet to a point in the Southerly line of that certain Parcel Two conveyed to Peter Friis and Vera A. Friis, husband and wife, by Grant Deed from Antoine Taix, Sr., recorded October 30, 1937 in Book 89 of Official Records, page 251, San

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Benito County Records; thence along said Southerly line of Parcel Two South $79^{\circ} 27' 02''$ West 1779.80 feet to a point in the westerly line of Bixby Road, 40 feet wide; thence along said westerly line North $0^{\circ} 41' 17''$ East 20.31 feet; thence leaving said westerly line of Bixby Road and continuing along said Southerly line of Parcel Two North $64^{\circ} 14' 26''$ West 1863.82 feet to the Southwesterly corner thereof ; thence along the westerly line thereof and the division line between the lands of Taix and Breen North $0^{\circ} 58' 49''$ East 66.66 feet to the northerly line of said Lot X; thence along said northerly line South $82^{\circ} 01' 11''$ East 66.00 feet to the Southwesterly corner of said Lot 19; thence along the westerly line of Lot 19 North $13^{\circ} 49' 04''$ East 619.24 feet to the northwesterly corner of said Lot 19; thence running through said Lot 24 and along the easterly line of the portion of said Lot 24 conveyed to Amela Breen by deed from Antoine Taix, Sr., et ux, recorded November 30, 1908 in Volume 42 of Deeds, page 92, San Benito County Records, North $36^{\circ} 11' 12''$ East 5519.62 feet to an angle point in the Southerly line of the above said Lot 39; thence along the Southwesterly line thereof North $9^{\circ} 53' 49''$ West 1478.07 feet to the Southeasterly corner of said Lot 36; thence along the Southerly and westerly lines of said Lot 36 North $57^{\circ} 10' 26''$ West 3102.59 feet; thence North $29^{\circ} 31' 47''$ East 4282.12 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-2 (also described as legal parcel #5).

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.

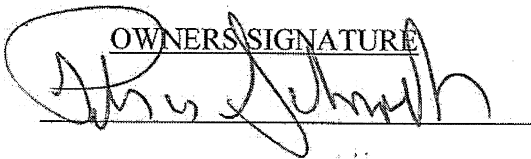
6. This contract may not be cancelled except in the manner provided in Sections 51280 through 51287 of the Government Code of California.

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


DEPUTY COUNTY COUNSEL DATE 4/4/19

(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. Schroeder
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



(Seal)



EXHIBIT "A"

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