

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 K-1 (also described as legal parcel #2)

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 2

BEING A PORTION of that certain parcel of land conveyed to J. Lansing Lane by Grant Deed, from Thomas Flint as the 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, and also a portion of that certain parcel of land conveyed by Deed of Gift from Vera A. Friis to Catherine F. Schroder, Ralph Schroder, Catherine F. Schroder as Trustee for Peter D. Schroder, and Catherine F. Schroder as Trustee for Karen K. Schroder, recorded December 27, 1967 in Book 333 of Official Records, page 509, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING at a point in the northerly line of the above said parcel conveyed by Vera A. Friis at a point which bears South 68° 39' 11" East 1757.00 feet from the northwesterly corner thereof and running along said northerly line and its easterly prolongation South 68° 39' 11" East 2484.51 feet; more or less, to an angle point in the northerly line of the above said parcel conveyed to Lane; thence along the northerly line thereof North 33° 49' 02" East 1579.55 feet; thence South 68° 34' 01" East 851.41 feet; thence South 56° 26' 27" East 376.82 feet to a point which bears North 56° 26' 27" West 2652.73 feet from the northeasterly corner of said parcel conveyed to Lane; thence leaving said northerly line South 33° 46' 31" West 1651.56 feet to a point in the centerline of an existing paved road; thence along said paved road South 60° 34' 36" East 208.47 feet; thence leaving said road at right angles thereto South 29° 25' 24" West 47.67 feet to a fence corner; thence along an existing fence South 63° 43' 31" East 331.30 feet to a point; thence North 19° 33' 49" East 163.88 feet, last said course passes through the existing camp house at the center of the common wall which divides said house and runs to a point in the centerline of the said paved road; thence along said centerline South 85° 47' 56" East 138.54 feet; thence North 33° 46' 02" East 39.10 feet; thence leaving said centerline and running along an existing fence line South 74° 34' 11" East 1651.77 feet; thence South 80° 57' 53" East 513.80 feet to a point in the easterly line of Lane at a point which bears South 33° 36' 07" West 648.81 feet from the northeasterly corner thereof; thence along the said easterly line South 33° 36' 07" West 3073.85 feet to an angle point in the easterly line of the said parcel conveyed to Lane, said angle point being in the center a proposed 50 feet wide road called Lot B as is shown on the Map of Flint Hills, recorded April 20, 1908 in Book 2 of Maps, page 3, San Benito County Records; thence along the center of said Lot B North 56° 11' 05" West 2230.59 feet to a point; thence leaving said center of Lot B North 6° 48' 49" East 1043.27 feet to the corner of a fence; thence along said fence North 66° 32' 58" West 330.24 feet; thence North 60° 27' 30" West 833.60 feet, more or less, to a point on the centerline of the above said paved road; thence along said centerline South 33° 33' 24" West 836.69 feet; thence leaving said centerline and running along a fence North 56° 10' 34" West 1305.33 feet; thence along a fence North 27° 30' 57" East 754.71 feet to a fence corner; thence leaving said fence corner and running parallel to the above said northerly line of Lane North 68° 39' 11" West 1338.17 feet; thence North 48° 13' 52" East 1009.79 feet to the point of beginning.

**SAN BENITO COUNTY
LAND CONSERVATION CONTRACT**

THIS CONTRACT made and entered into this _____ day of _____, 20_____,
by and between Karen K. Schroder (Karen K. Schroder Revocable Trust)

_____, 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 K-1 (also described as legal parcel #2)

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

Karen K. Schroder

NAME (TYPEWRITTEN)

Karen K. 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

Shirley L. Murphy 4/4/19
DEPUTY COUNTY COUNSEL DATE

(attach acknowledgements)



All-purpose Acknowledgment California only

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

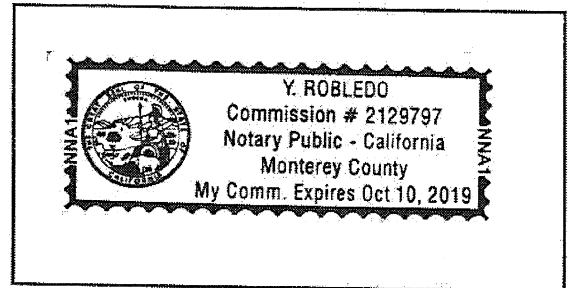
County of San Benito

On 3-5-2019 before me, Y. Robledo, Notary Public (here insert name and title of the officer),

personally appeared Karen K. 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.



Notary Seal

WITNESS my hand
and official seal.

Signature Y. Robledo

For Bank Purposes Only

Description of Attached Document

Type or Title of Document San Benito County Land Conservation Contract

Document Date 3-5-2019 Number of Pages 2

Signer(s) Other Than Named Above N/A

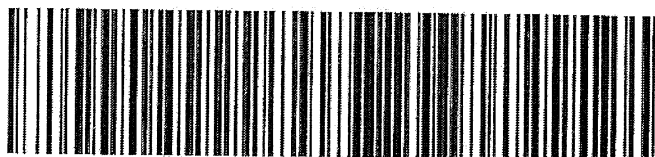


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