

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-2 (also described as legal parcel 4)

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

12-2

EXHIBIT "A"

PARCEL 4:

BEING A PORTION of Lots 18, 25, 26, 27, 33, 34, 37, 38, 39, 40, and Lots A, B, C, D and E according to the Map of Flint Hills recorded April 20, 1908 in Book 2 of Maps, page 3, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING at a point in the center of said Lot B at the intersection thereof with the northeasterly prolongation of easterly line of said Lot 40 and running along said easterly line South 43° 05' 54" West 2136.65 feet; thence South 21° 21' 16" East 1251.39 feet to the Southeasterly corner of said Lot 40; thence along the Southerly line thereof North 87° 24' 22" West 1173.82 feet; thence South 64° 40' 36" West 836.47 feet to a point on the northeast line of said Lot C; thence along said line South 32° 16' 26" East 1059.22 feet; thence South 0° 33' 04" West 480.01 feet; thence South 13° 28' 45" East 948.75 feet to an angle point in the northeast line of said Lot C; thence South 0° 03' 10" East 303.22 feet; thence South 77° 57' 38" West 39.11 feet to the center of said Lot C; thence along the center of said Lot C South 62° 27' 45" West 2072.22 feet to the center of the above said Lot E; thence along said center South 2° 07' 37" West 1909.29 feet to point in the center of the above said Lot D; thence along said center South 88° 40' 44" West 46.62 feet; thence South 73° 03' 05" West 344.95 feet; thence South 78° 52' 22" West 406.52 feet; thence North 79° 24' 24" West 258.12 feet; thence South 79° 08' 38" West 1512.51 feet, more or less, to the Southwesterly corner of that certain 325.15 acre parcel described in the Deed between Thomas Flint as the executor of the last will and testament of Thomas Flint, deceased and Jacinto Pimentel, recorded November 19, 1908 in Book 40 of Deeds, page 82, San Benito County Records; thence continuing along the center of said Lot D and 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 Benito County Records, South 80° 38' 02" West 1254.92 feet; thence South 79° 27' 02" West 912.59 feet; thence leaving said Southerly line North 25° 11' 04" East 5569.65 feet; more or less, to an angle point in the Southerly line of the above said Lot 39; thence running across Lot 39 North 17° 32' 49" East 1897.98 feet to the most Southerly corner of the above said Lot 38 and fence corner; thence along a fence and its easterly prolongation North 72° 45' 14" East 1853.12 feet; thence South 66° 37' 44" East 601.44 feet; thence North 26° 16' 51" East 367.63 feet; thence North 8° 18' 35" West 458.50 feet; thence South 78° 05' 10" West 1054.11 feet to a fence; thence along said fence North 10° 42' 20" West 857.49 feet; thence North 24° 22' 53" West 1566.88 feet to an angle point in said fence; thence leaving said fence North 3° 21' 25" East 1716.83 feet; thence South 85° 15' 57" East 149.33 feet; thence North 81° 12' 06" East 124.96 feet; thence North 28° 15' 26" East 124.94 feet to a point on the center at the westerly end of an earthen dam; thence along the said center of the earthen dam South 85° 37' 32" East 242.20 feet to a point in a fence; thence along said fence North 21° 11' 10" East 441.38 feet; thence North 55° 27' 45" West 466.17 feet to a point in the center of a paved road; thence along the center of said paved road North 33° 33' 24" East 815.33 feet; thence leaving said paved road and running along a fence line South 60° 27' 30" East 833.60 feet; thence South 66° 32' 58" East 330.24 feet to an angle point in said fence;

thence leaving said fence South  $6^{\circ} 48' 49''$  West 1043.27 feet to a point in the centerline of said Lot B; thence along said centerline South  $56^{\circ} 11' 05''$  East 4116.05 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 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-2 (also described as legal parcel #4)

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

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

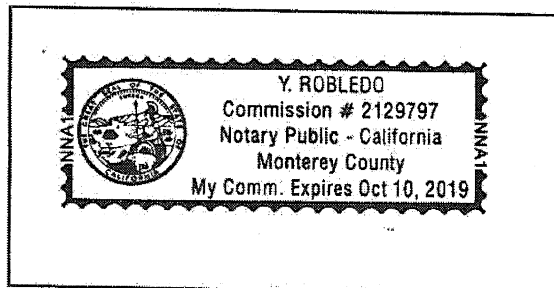
County of San Benito

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



N-2

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