



**BEST ROAD SITE  
HOLLISTER, CA**

**SB 330 Preliminary Application Materials**

San Benito High School District  
1220 Monterey Street  
Hollister, CA 95023  
(831) 637-5831 x 1132

**BEST ROAD SITE  
HOLLISTER, CA**

**SB 330 Preliminary Application Materials**

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**San Benito**  
HIGH SCHOOL DISTRICT  
*Continuing Excellence*

1220 Monterey Street  
Hollister, CA 95023

Phone (831) 637-5831x1132

[www.sanbenitohsd.gov](http://www.sanbenitohsd.gov)

**Dr. Shawn Tennenbaum**  
Superintendent

January 23, 2026

**VIA EMAIL AND CERTIFIED MAIL**

Abraham Prado, Director of Planning, Building & Code Enforcement  
Michael Kelly, Senior Planner  
Planning and Land Use Division  
County of San Benito  
2301 Technology Parkway  
Hollister, CA 95023

Email: [sbcplan@sanbenitocountyca.gov](mailto:sbcplan@sanbenitocountyca.gov)

CC: [aprado@sanbenitocountyca.gov](mailto:aprado@sanbenitocountyca.gov)

[mkelly@sanbenitocountyca.gov](mailto:mkelly@sanbenitocountyca.gov)

Re: **SB 330 Preliminary Application – Best Road and Highway 25**  
Builder's Remedy (Government Code section 65589.5(h)(11))

Dear Mr. Prado and Mr. Kelly:

The San Benito High School District (District) submits this cover letter in support of its Senate Bill 330 (SB 330) housing application for an affordable workforce housing community located at the intersection of Best Road and Highway 25 (APNs 025-190-019 and 025-190-052). Included in this submission are (1) SB 330 Preliminary Application, (2) San Benito County Planning Application, (3) Project Description, (4) Project Site Plan, (5) Preliminary Report, dated July 15, 2025, and (6) Application Fee. The Project will provide 1,000 units of affordable, high-quality homes for school district teachers, staff, and local public employees (Project), providing a targeted, community-serving approach that supports the educational workforce and sustains student success. We envision a unified, self-sufficient community where educators can live near the students they serve, strengthening academic outcomes and community well-being through proximity, stability, and daily engagement.

**I. The Project is Protected by the Builder's Remedy**

This application advances a critical solution to County-wide housing inventory constraints by utilizing the Builder's Remedy pathway (Gov. Code, § 65589.5) to expedite delivery of deed-restricted affordable, workforce housing. The Builder's Remedy prohibits a county from disapproving a qualifying affordable housing project on the grounds it does not comply with the county's zoning and general plan if the applicant submitted a sufficient preliminary application while the county's housing element was not in substantial compliance with state law. (Gov. Code, §§ 65589.5(d)(5), (h)(5); Gov. Code, § 65941.1(a).) Currently, the County does not yet have a substantially compliant 6th Cycle Housing Element and the proposed Project is a qualifying housing development project that will provide at least 10 percent of the total units are dedicated to very low income households and at least 13 percent of its total units are dedicated to lower-income households. (Gov. Code, §§ 65589.5(d)(5), (h)(3)(C)(i).) Therefore, the Project is protected by the Builder's Remedy.

## II. The Project Aligns with County Policy and Regional Objectives

Over the past two decades, rising housing costs and limited supply in San Benito County have increasingly displaced families farther from where they live and work, reinforcing long-distance commuting patterns and placing added strain on local communities. These regional housing dynamics have made it more difficult for essential public-sector employees, including educators, to secure affordable housing within or near the communities they serve.

By providing workforce housing in close proximity to local school districts, the Project directly supports the County's broader housing, transportation, and sustainability objectives stated in its 2035 General Plan. Consistent with Policies LU-1.2 (Sustainable Development Patterns) LU-4.4 (Multi-Family Residential), and LU-5.7 (Mixed-Use Development), the Project is a mixed-use development which locates multifamily housing near employment centers to reduce vehicle miles traveled (VMT), support employee retention, and help ensure that educators and staff can live within the communities they serve, reinforcing neighborhood stability and long-term educational continuity for students and families throughout San Benito County and the City of Hollister.<sup>1</sup> Anticipated community features include outdoor open spaces, community rooms, and a childcare center that serves resident families and District staff, as well as a large grocery store and other retail shops. The Project will be designed in the Mission-style architecture<sup>3</sup> of the District's school campus in synergy with the San Benito community, and feature safe and walkable internal streets and pathways to promote health, fitness, and safety.

The Project honors the County's local tenant preference ordinance by prioritizing local educational and public-sector employees, thereby meeting local housing needs while reinforcing neighborhood stability. Notably, in addition to supporting our workforce, the Project supports the affordable housing goals of Policies 1.1 (Ensure the provision of a variety of housing types to fulfill the County's RHNA), 1.5 (Promote affordable housing opportunities adjacent or near to public transportation and within walking or cycling distance to places of employment, commerce, recreation, and services), 2.6 (Continue to support the development of affordable housing for first-time homebuyers), and 4.3 (Encourage the provision of housing to meet the needs of households of all sizes) of the 2023-2031 Housing Element.<sup>4</sup> The Project will create 100 very low-income units, 210 low-income units, 210 moderate-income units, and 480 market rate units, thus surpassing the County's Regional Housing Needs Allocation (RHNA) requirement for low-income households (198 units), moderate-income households (103 units), and above moderate-income households (207 units). The Project also addresses almost half of the County's RHNA for very low-income households (246 units). Ultimately, the

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<sup>1</sup> San Benito County. (2015, July 21). San Benito County 2035 General Plan. <https://www.sanbenitocountyca.gov/home/showpublisheddocument/5859/637347294134470000>.; Currey, R., Ganson, M., Miller, P., & Fesler, S. (2015). Vehicle-miles traveled (VMT) impacts on the environment, human health, and fiscal health. *State Smart Initiative*. <https://ssti.us/wp-content/uploads/sites/1303/2015/06/Ganson-VMT-Impacts-on-the-Environment-Human-Health-and-Fiscal-Health-Working-Paper-1.pdf>.

<sup>3</sup> The Mission-style architectural features that the design team has incorporated into the design of the Project include: terracotta Spanish tile roofs with gentle slopes; light-colored stucco wall finishes in earth tones; ground level covered arcades supported by wood columns; stone-clad features with openings of paired arches on the ground level; dark bronze-colored railings that evoke wrought iron; and windows with divided lites and expressed lintels.

<sup>4</sup> County of San Benito. (2025). Final San Benito County 6th Cycle Housing Element: 2023–2031. <https://san-benito-county-planning-department-cosb.hub.arcgis.com/>. While the County Board of Supervisors formally adopted the 2023-2031 Housing Element on January 13, 2026, the California Department of Housing has not yet certified it as substantially compliant.

District's vision for the Project and the County's stated goals for accessible and affordable housing represent an alignment of District and County values.

### **III. The Project Uniquely Serves our Educator Workforce**

Finally, educators who live in the communities they serve are more present at school and at after-school events, mentor students beyond the bell schedule, and contribute to local philanthropy and volunteerism; housing affordability is the linchpin that enables that commitment to flourish.<sup>9</sup> This Project will not only prioritize affordable housing for the District's teachers and staff, but the teachers and staff of other local school districts, including the Hollister Elementary School District, North County Joint Union Elementary School District, Southside Elementary School District, and others. The District's mission centers on sustaining educational excellence through recruitment and retention of high-quality teachers and staff at all levels. As a high school district, success at the District's schools uniquely relies on the strength of educators in lower grades who prepare students to thrive in secondary coursework; supporting those educators with attainable housing is essential to student outcomes across the pipeline. The proposed housing directly advances a holistic approach to an educational ecosystem where staff can live, teach, mentor, and serve locally, thereby yielding measurable benefits in attendance, student engagement, and community cohesion.

While the District is a pioneer in developing educator workforce housing on its District-owned land, it is not alone in its efforts, as school districts across California are exploring their own housing initiatives, often in partnership with local government agencies and private or non-profit partners. For example, since 2018 the County of Santa Clara has engaged with its local school districts, including Santa Clara Unified School District, Fremont Union High School District, and Sunnyvale Elementary School District, to coordinate funding for a County-led educator workforce housing project, review school district housing feasibility studies, and enact ballot measures to fund educator workforce housing projects.<sup>10</sup> Likewise, in June 2025, Berkeley Unified School District broke ground on its educator workforce housing project, which will include new affordable and middle-income housing units and will prioritize spaces for school district employees.<sup>11</sup> Finally, in January 2026, the Ventura Unified School District released a Request for Proposals to similarly consider options for educator workforce housing on its surplus property.<sup>12</sup> The District looks forward to working with the County and other partners to develop such a project for our families, teachers, and workers as well.

We appreciate your consideration and look forward to working closely with County staff to realize an affordable workforce community that strengthens San Benito's educational fabric, advances General Plan and Housing Element goals, and models a holistic approach to serving students and the public. The District will release a Request for Proposals to solicit partners to

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<sup>9</sup> Hanover Research. (2023, November 28). Teacher engagement: 5 strategies for a collaborative culture. <https://www.hanoverresearch.com/insights-blog/k-12-education/five-teacher-engagement-strategies-collaborative-culture/>.

<sup>10</sup> Consuelo Hernandez. (2023). Report on Affordable housing Opportunities with School. *County of Santa Clara*.

<sup>11</sup> City of Berkeley. (2026). Berkeley Unified School District (BUSD) Workforce Housing Development. <https://berkeleyca.gov/your-government/our-work/capital-projects/berkeley-unified-school-district-busd-workforce-housing#:~:text=jwyant@cityofberkeley.info-,Satellite%20Affordable%20Housing%20Associates,our%20most%20vulnerable%20community%20members.>

<sup>12</sup> DCG Strategies. (2026). Request for Proposals. *Ventura Unified School District*.

develop this Project and intends to submit a final application with our selected partner within 180 days. (Gov. Code, § 65941.1(d)(1).)

Please direct all correspondence to John Frusetta, Chief Business Officer, at [jfrusetta@sbhsd.k12.ca.us](mailto:jfrusetta@sbhsd.k12.ca.us) and (831) 637-5831 ext. 1150.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shawn", is positioned to the right of the word "Sincerely,".

Shawn Tennenbaum, Ed.D. Superintendent

cc: Karina K. Samaniego, Esq., DWK  
Miguel Sahagun, Board President

# HOUSING CRISIS ACT of 2019 – SB 330

## PRELIMINARY APPLICATION FORM

### PURPOSE

This form serves as the preliminary application for housing development projects seeking vesting rights pursuant to SB 330, the Housing Crisis Act of 2019.

### GENERAL INFORMATION

An applicant for a housing development project that includes (1) residential units (2) a mix of commercial and residential uses with two-thirds of the project's square footage used for residential purposes; or (3) transitional or supportive housing, shall be deemed to have submitted a preliminary application upon provision of all of the information listed in this Preliminary Application form and payment of the permit processing fee to the agency from which approval for the project is being sought.

After submitting this Preliminary Application to the local agency, an applicant has 180 days to submit a full application or the Preliminary Application will expire.

### Submittal Date Stamp\*1,2:

\*1Submittal of all the information listed and payment of the permit processing fee freezes fees and development standards as of this date, unless exceptions per Government Code § 65889.5(o) are triggered.

\*2Note: Record keeping pertaining to which standards and fees apply at date of submittal is imperative, as **penalties may apply for imposing incorrect standards**

### Notes:

1. California Environmental Quality Act (CEQA) and Coastal Act standards apply.
2. After submittal of all of the information required, if the development proponent revises the project to change the number of residential units or square footage of construction changes by 20 percent or more, excluding any increase resulting from Density Bonus Law, the development proponent must resubmit the required information so that it reflects the revisions.

**SITE INFORMATION**

1. **PROJECT LOCATION** - The specific location, including parcel numbers, a legal description, and site address, if applicable.

Street Address None. Unit/Space Number N/A

Legal Description (Lot, Block, Tract) Attached? YES  NO

Preliminary Title Report attached.

Assessor Parcel Number(s) 025-190-019, 025-190-052

2. **EXISTING USES** - The existing uses on the project site and identification of major physical alterations to the property on which the project is to be located.

The property is currently utilized for cattle herding in connection with supplemental educational development opportunities for students in various agricultural pathways. The primary goal of these opportunities is to establish connections between the students and local agricultural industries by bridging the gap between academic learning and practical industry experience, allowing students to gain insights into real-world agricultural operations locally. The site is currently developed with barbed wire fencing and a groundwater well with a solar-powered pump. The fencing and well will be demolished.

3. **SITE PLAN** - A site plan showing the building(s) location on the property and approximate square footage of each building that is to be occupied.

Attached? YES  NO

4. **ELEVATIONS** - Elevations showing design, color, material, and the massing and height of each building that is to be occupied.

Attached? YES  NO

5. **PROPOSED USES** - The proposed land uses by number of units and square feet of residential and nonresidential development using the categories in the applicable zoning ordinance.

See attached project description. The County's 2035 General Plan designates the property as Residential Mixed. The project is anticipated to include 1,000 total units, including a mix of townhouses and apartments (approximately 1,100,000 square feet of residential use). Pursuant to Education Code section 17515, the property will have joint occupancy, allowing for approximately 100,000 square feet of commercial and administrative use, including an administrative center (15,000 sf) and a child care center (10,000 sf).

**a. RESIDENTIAL DWELLING UNIT COUNT:**

Please indicate the number of dwelling units proposed, including a breakdown of levels by affordability, set by each income category.

	Number of Units
Market Rate	480
Managers Unit(s) – Market Rate	0
Extremely Low Income	0
Very Low Income	100
Low Income	210
Moderate Income	210
<b>Total No. of Units</b>	<b>1000</b>
<b>Total No. of Affordable Units</b>	<b>520</b>
<b>Total No. of Density Bonus Units</b>	

Other notes on units:

The project will include teacher and public-employee workforce housing pursuant to Gov. Code Section 65914.7 and the County's local tenant preference ordinance.

6. **FLOOR AREA** - Provide the proposed floor area and square footage of residential and nonresidential development, by building (attach relevant information by building and totals here):

	Residential	Nonresidential	Total
<b>Floor Area (Zoning)</b>			
<b>Square Footage of Construction</b>	<b>1,144,500</b>	<b>100,000</b>	<b>1,244,500</b>

7. **PARKING** - The proposed number of parking spaces:

2,720

8. **AFFORDABLE HOUSING INCENTIVES, WAIVERS, CONCESSIONS and PARKING REDUCTIONS** - Will the project proponent seek Density Bonus incentives, waivers, concessions, or parking reductions pursuant to California Government Code Section 65915?

YES  NO

If "YES," please describe:

Applicant reserves the right to seek any needed incentives, concessions, waivers or reductions of development standards as the application is processed.

9. **SUBDIVISION** – Will the project proponent seek any approvals under the Subdivision Map Act, including, but not limited to, a parcel map, a vesting or tentative map, or a condominium map?

YES  NO

If "YES," please describe:

As a public agency, the Act does not apply to the District. However, the project may propose a subdivision of APN 025-190-019.

10. **POLLUTANTS** – Are there any proposed point sources of air or water pollutants?

YES  NO

If "YES," please describe:

11. **EXISTING SITE CONDITIONS** – Provide the number of existing residential units on the project site that will be demolished and whether each existing unit is occupied or unoccupied. Provide attachment, if needed.

	Occupied Residential Units	Unoccupied Residential Units	Total Residential Units
<b>Existing</b>	0	0	0
<b>To Be Demolished</b>	0	0	0

12. **ADDITIONAL SITE CONDITIONS** –

a. Whether a portion of the property is located within any of the following:

i. A very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection, pursuant to Section 51178?

YES  NO

ii. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993)?

YES  NO

iii. A hazardous waste site that is listed pursuant to Section 65962.5, or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code?

YES  NO

iv. A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by any official maps published by the Federal Emergency Management Agency?

YES  NO

v. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2?

YES  NO

vi. A stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code?

YES  NO

If "YES" to any, please describe:

b. Does the project site contain historic and/or cultural resources?

YES  NO

If "YES," please describe:

c. Does the project site contain any species of special concern?

YES  NO

If "YES," please describe:

The District is unaware of any species of special concern on the property.

d. Does the project site contain any recorded public easement, such as easements for storm drains, water lines, and other public rights of way?

YES  NO

If "YES," please describe:

Three right of ways, one water pipeline.

e. Does the project site contain a stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code? Provide an aerial site photograph showing existing site conditions of environmental site features that would be subject to regulations by a public agency, including creeks and wetlands.

YES  NO

If "YES," please describe and depict in attached site map:

13. **COASTAL ZONE** - For housing development projects proposed to be located within the coastal zone, whether any portion of the property contains any of the following:

a. Wetlands, as defined in subdivision (b) of Section 13577 of Title 14 of the California Code of Regulations.

YES  NO

b. Environmentally sensitive habitat areas, as defined in Section 30240 of the Public Resources Code.

YES  NO

c. A tsunami run-up zone.

YES  NO

d. Use of the site for public access to or along the coast.

YES  NO

14. **PROJECT TEAM INFORMATION** - The applicant's contact information and, if the applicant does not own the property, consent from the property owner to submit the application.

Applicant's Name Shawn Tennenbaum, Ed.D.

Company/Firm San Benito High School District

Address 1220 Monterey Street Unit/Space Number \_\_\_\_\_

City Hollister State CA Zip Code 95023

Telephone (831) 637-5831 x1133 Email stennenbaum@sbhsd.k12.ca.us

Are you in escrow to purchase the property?

YES  NO

**Property Owner of Record**     Same as applicant     Different from applicant

Name (if different from applicant) \_\_\_\_\_

Address \_\_\_\_\_ Unit/Space Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**Optional: Agent/Representative Name** \_\_\_\_\_

Company/Firm \_\_\_\_\_

Address \_\_\_\_\_ Unit/Space Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**Optional: Other** (Specify Architect, Engineer, CEQA Consultant, etc.) \_\_\_\_\_

Name \_\_\_\_\_

Company/Firm \_\_\_\_\_

Address \_\_\_\_\_ Unit/Space Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Primary Contact for Project:     Owner     Applicant     Agent/Representative     Other

## PROPERTY OWNER AFFIDAVIT

Before the application can be accepted, the owner of each property involved must provide a signature to verify the Preliminary Application is being filed with their knowledge. Staff will confirm ownership based on the records of the City Engineer or County Assessor. In the case of partnerships, corporations, LLCs or trusts, the agent for service of process or an officer of the ownership entity so authorized may sign as stipulated below.

- **Ownership Disclosure.** If the property is owned by a partnership, corporation, LLC or trust, a disclosure identifying the agent for service of process or an officer of the ownership entity must be submitted. The disclosure must list the names and addresses of the principal owners (25 percent interest or greater). The signatory must appear in this list of names. A letter of authorization, as described below, may be submitted provided the signatory of the letter is included in the Ownership Disclosure. Include a copy of the current partnership agreement, corporate articles, or trust document as applicable.
  - **Letter of Authorization (LOA).** A LOA from a property owner granting someone else permission to sign the Preliminary Application form may be provided if the property is owned by a partnership, corporation, LLC or trust, or in rare circumstances when an individual property owner is unable to sign the Preliminary Application form. To be considered for acceptance, the LOA must indicate the name of the person being authorized to file, their relationship to the owner or project, the site address, a general description of the type of application being filed and must also include the language in items 1-3 below. In the case of partnerships, corporations, LLCs or trusts, the LOA must be signed by the authorized signatory as shown on the Ownership Disclosure or in the case of private ownership by the property owner. Proof of Ownership for the signatory of the LOA must be submitted with said letter.
  - **Grant Deed.** Provide Copy of the Grant Deed if the ownership of the property does not match local records. The Deed must correspond exactly with the ownership listed on the application.
  - **Multiple Owners.** If the property is owned by more than one individual (e.g., John and Jane Doe, or Mary Smith and Mark Jones) signatures are required of all owners.
1. I hereby certify that I am the owner of record of the herein previously described property located in San Benito County which is involved in this Preliminary Application, or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC, or trust as evidenced by the documents attached hereto.
  2. I hereby consent to the filing of this Preliminary Application on my property for processing by the Department of Resource Management for the sole purpose of vesting the proposed housing project subject to the Planning and Zoning ordinances, policies, and standards adopted and in effect on the date that this Preliminary Application is deemed complete.
  3. Further, I understand that this Preliminary Application will be terminated and vesting will be forfeited if the housing development project is revised such that the number of residential units or square footage of construction increases or decreases by 20 percent or more, exclusive of any increase resulting from the receipt of a density bonus, incentive, concession, waiver, or similar provision, and/or an application requesting approval of an entitlement is not filed with San Benito County within 180 days of the date that the Preliminary Application is deemed complete.
  4. By my signature below, I certify that the foregoing statements are true and correct.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name Dr. Shawn Tennenbaum, EdD

Printed Name \_\_\_\_\_

Date 01/23/2026

Date 01/23/2026



**COUNTY OF SAN BENITO**  
**RESOURCE MANAGEMENT AGENCY**  
**PLANNING AND BUILDING INSPECTION SERVICES**

1/23/2026

Submittal Date

2301 Technology Parkway  
 Hollister, CA 95023-2513  
 E-mail: [sbcplan@sanbenitocountyca.gov](mailto:sbcplan@sanbenitocountyca.gov)

Phone: (831) 637-5313  
 Fax: (831) 637-5334

**PROJECT APPLICATION**

PLN

File Number

**This application is for (check all that apply)**

	<b>Administrative Permit 25.29.109 (Formerly known as Special Plan Review)</b>	<b>Appeal: Staff Decision 25.47.001 / Planning Commission 25.47.002</b>
X	<b>Builders Remedy / Builders Remedy Preliminary Application</b>	<b>Conditional Use Permit / Amendment / Renewal 25.43</b>
	<b>Design Review Committee / Preliminary Review Application</b>	<b>Development Agreement or Amendment of Same 19.11</b>
	<b>Extraordinary Development Review</b>	<b>General Plan Amendment 19.29</b>
	<b>Specific Plan 19.29</b>	<b>Tentative Map (Minor Subdivision) 23.07</b>
	<b>Temporary Use Permit 25.29.015</b>	<b>Tentative Map (Major Subdivision) 23.07</b>
	<b>Zone Change 25.45</b>	<b>Variance 25.41</b>
	<b>If request is not listed, please describe here:</b>	

1. **Owner(s) Name:** San Benito High School District **Email:** stennenbaum@sbhsd.k12.ca.us

**Address:** 1220 Monterey Street **City:** Hollister **State:** CA

**Telephone:** (831) 637-5831 x1133 **Zip Code:** 95023

2. **Applicant's/ Agent's Name:** San Benito High School District/  
Shawn Tennenbaum, Ed.D. **Email:** stennenbaum@sbhsd.k12.ca.us

**Address:** 1220 Monterey Street **City:** Hollister **State:** CA

**Telephone:** (831) 637-5831 x1133 **Zip Code:** 95023

3. **Property Address and Nearest Cross Street:**

Best Road and Highway 25

4. **Assessor's Parcel Number:** 025-190-019, 025-190-052

5. **Current Zoning:** N/A (Gov. Code 65941.1(a) & (c)) **General Plan Designation:** N/A (Gov. Code 65941.1(a) & (c))

6. **Property area (acres or square feet)** N/A (Gov. Code 65941.1(a) & (c))

7. **Describe the proposed project:**

See Project Description attached.

**8. ADMINISTRATIVE PERMIT: Check all that apply**

Sign Permit \_\_\_\_\_ C-District \_\_\_\_\_ M-District \_\_\_\_\_ Hillside Design \_\_\_\_\_  
Rural Home Enterprise / Home Occupation \_\_\_\_\_ Non-conforming Parcel Review \_\_\_\_\_  
Minor Use Permits \_\_\_\_\_ Accessory Structures \_\_\_\_\_

Other: N/A pursuant to Gov. Code Section 65941.1(a) & (c).

**9. COMMERCIAL, INDUSTRIAL, MANUFACTURING DEVELOPMENT:**

No. of employees N/A  
No. of existing parking spaces N/A No. of proposed parking spaces N/A  
No. of Loading Spaces N/A Hours of Operation: N/A  
Any hazardous materials manufactured or used on site? N/A  
If yes, what types? N/A pursuant to Gov. Code Section 65941.1(a) & (c).

**10. REZONING OR AMENDMENT ONLY: The applicant wishes to amend Section \_\_\_\_\_ of the San Benito County Code, from a \_\_\_\_\_ Zoning District to a \_\_\_\_\_ Zoning District or some other classification.**

**11. GENERAL PLAN AMENDMENT ONLY: Describe the proposed amendment**

N/A pursuant to Gov. Code Section 65941.1(a) & (c).

**12. SUBDIVISION INFORMATION ONLY:**

Existing Number of Lots N/A Proposed Number of Lots N/A  
Existing Lot Size(s) N/A Proposed Lot Sizes N/A

**12A. SUBDIVISION INFORMATION ONLY- AFFORDABLE HOUSING CH. 21.03:**

Proposed Number of Affordable Lots N/A Type of Proposed Housing N/A  
Proposed Lot Size N/A Proposed Lot Locations N/A

**13. VARIANCES ONLY: Describe the Variance request**

N/A pursuant to Gov. Code Section 65941.1(a) & (c).

**Describe any exceptional or extraordinary circumstances that apply to the physical property:**

N/A pursuant to Gov. Code Section 65941.1(a) & (c).

**14. Questionnaire:**

Existing Square footage N/A Proposed Square Footage See Project Description

No. of covered parking spaces See Project Description No. of uncovered parking spaces See Project Description

How will water be supplied: Wells \_\_\_\_\_ Mutual System \_\_\_\_\_

How will wastewater be removed from the site: Septic Tank \_\_\_\_\_ Mutual System \_\_\_\_\_

Is the property served by a public or mutual water system? Please identify provider or, if no, describe water source:

N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Is the property served by public sewer? Please identify provider or, if no, describe means/feasibility of sewage disposal:

N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Does the project site contain a lake, stream, pond, vernal pool, or other water feature? No.

If yes, list number, size and type N/A

Is the project site located within a 100-year flood zone? No.

Is the project located within an Alquist–Priolo fault zone? If yes, please identify fault name/zone:  
No.

Are there any known or mapped sensitive environmental resources on the property? No.

Does the project site contain any other known or mapped sensitive natural resources or hazards that would affect or be affected by the project? These may include landslides, mudflow potential, fire hazard, vegetation, important minerals, high water table, etc. No.

Describe any project potential to disturb cultural resources, such as historic structures, artifacts, or human remains:  
None.

Does the project site contain slopes of 30% or steeper? N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Please describe any project potential to affect scenic features as viewed from the site or onto the site:  
N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Is the property currently used for Agricultural purposes: Yes \_\_\_\_\_ No \_\_\_\_\_  
Does the project site contain buildings that are ag exempt: Yes \_\_\_\_\_ No \_\_\_\_\_  
Will the project require buildings that are ag exempt: Yes \_\_\_\_\_ No \_\_\_\_\_  
N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Does the project site contain Prime Farmland, Grade-1 soil, or otherwise fertile soil suitable for agriculture?  
N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Is the property under Williamson Act Contract? If yes, please include contract number:  
N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Will the project require the removal of vegetation? N/A pursuant to Gov. Code Section 65941.1(a) & (c).

If yes, please list the amount and type of vegetation proposed for removal, including trees).

Trees, by type? N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Other native vegetation? N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Will the project require grading/moving of earth for building sites, access drives, and drainage? If yes, list the grading amounts: Cut: N/A cy Fill: N/A cy

Describe any drainage modifications: N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Describe any new impermeable surfaces, including pavement and rooftops: N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Describe features to offset new sources of runoff and to filter pollutants such as chemicals or sediment from runoff:  
N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Describe road/access improvements: N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Describe access-safety adequacy, including accommodation of emergency vehicles and design-hazard prevention:  
N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Describe any potential to generate substantial light, noise, or odor: N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Describe any manufacture, use, or storage of hazardous substances: None.

If any demolition or materials export, please describe destination for solid waste, such as landfill, recycling, and/or composting: N/A pursuant to Gov. Code Section 65941.1(a) & (c).

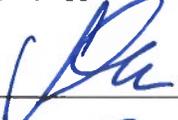
Have prior permits been approved for this location? If yes, provide permit number and description:  
N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Does the project require approval by a homeowners' association? If yes, has approval been received?  
N/A pursuant to Gov. Code Section 65941.1(a) & (c).

Describe open/unresolved code violations on the property: N/A pursuant to Gov. Code Section 65941.1(a) & (c).

**AFFIDAVIT**

I hereby consent to and make application for the above referenced land use action(s) and certify that the information and exhibits submitted herewith are true and correct to the best of my knowledge. I further acknowledge that the burden to justify approval of this request is mine alone, and that neither the County staff nor the County officials are under any obligation to support or approve the requests contained herein. Additionally, I consent to a site visit by County staff for the purpose of reviewing my application.

  
Owner Signature \_\_\_\_\_ Date 1/23/2026

  
Applicant/Agent Signature \_\_\_\_\_ Date 1/23/2026

If there are multiple property owners, please attach a consent letter for each owner.

**PLANNING DIVISION USE ONLY**

Date Submitted: \_\_\_\_\_ Expiration of 30-day review Period: \_\_\_\_\_  
Date of Environmental Determination: \_\_\_\_\_ ND MND EIR EXEMPT CLASS: \_\_\_\_\_  
Fault Zone: \_\_\_\_\_ Fire Hazard Severity: \_\_\_\_\_  
Habitat Conservation Fee Area: \_\_\_\_\_ Flood Zone: \_\_\_\_\_ Culturally Sensitive: \_\_\_\_\_  
HOA Approval Required : \_\_\_\_\_ Planner Assigned \_\_\_\_\_

## REIMBURSEMENT AND INDEMNIFICATION AGREEMENT

This Reimbursement and Indemnification Agreement (“Agreement”) is entered into between the COUNTY OF SAN BENITO (“County”), and  
San Benito High School District (“Applicant”), and  
San Benito High School District (“Property Owner” or “Owner”).

For purposes of this Agreement, “Project” shall refer to the Applicant’s project  
to develop educator workforce housing and affordable housing (see Project Description)  
\_\_\_\_\_ (PLN: \_\_\_\_\_).

### I. Recitals:

WHEREAS, the County has adopted a fee schedule establishing planning and environmental review fees for processing development applications as set forth in San Benito County Code §§ 5.01.060 – 5.01.065, including the tables incorporated therein, as may be amended from time to time (“Fee Schedule”);

WHEREAS, the County’s fee schedule, and other applicable law, is intended to result in full cost recovery of all costs incurred by the County for the administrative processing and review of Applicant’s Project in connection with Applicant’s Project up to and including any administrative proceedings or public hearings necessary for Project approval and filing of CEQA notices, as applicable, and condition compliance and/or mitigation monitoring and reporting program;

WHEREAS, legal actions to challenge approvals of Applicant’s Project or the approval process may result in County’s exposure to liability for litigation costs, including, but not limited to, the preparation of an administrative record, attorney fees, expert witness fees, and other defense costs and expenses; and

WHEREAS, Applicant and Property Owner acknowledge and agree that these costs are to be borne by the Applicant and Property Owner, jointly and severally.

NOW, THEREFORE, the parties agree as follows:

### II. Agreement:

**A. Recitals.** The above recitals are incorporated herein and are made a part of this Agreement.

#### **B. Application Fee Deposit and Reimbursement of All Costs.**

1. All costs incurred by the County in processing the Project application, including staff time, consultant fees and overhead, including but not limited to fees for mailing, posting, publication and filing of all notices required by law, shall constitute a personal obligation to be paid by Applicant and Property Owner, and any unpaid obligations under this Agreement may be subject to a lien on the subject property.
2. **a. Deposit.** County staff shall provide the Applicant with the minimum initial deposit amount based on the Fee Schedule deposit amounts listed for each of the elements of the Project entitlements and environmental review requirements of Applicant’s Project. The County will begin processing the Project Application for completeness only upon payment of the full amount of the initial deposit.  
**b. Supplemental Deposit and/or Invoices.** The deposit amount may be increased to account for the level and nature of environmental review, determined to be necessary for the Project, to be finalized at the time the Project Application is deemed complete. If, due to limited staff resources and existing workloads of staff,

the County intends to retain contract planners, environmental consultants or other experts, or outside counsel to assist in processing the project application, the County will consult with the applicant regarding the estimated cost and scope of work of the non-County staff prior to engaging non-County personnel, however the County shall retain sole discretion in the selection of the contract planner, consultant, expert, or outside counsel, and direction and control of the services to be performed by such contractors. Any contract under \$50,000 needs to be paid in full prior to the County commencing work. Any contract \$50,000 or above needs to pay half of the contract amount prior to commencing work, and the second half once the contract balance has reached under \$50,000. There may additionally be separate deposits or invoices for CFD processing, improvement plan review, condition compliance and MMRP review.

3. **Quarterly Statements and Invoices.** As work on the application review proceeds, actual costs incurred will be charged against the deposit account. County will deduct these costs from the deposit account in appropriate amounts when warranted and provide the Applicant with a statement of the account balance on at least a quarterly basis.
  4. **Replenishment of Deposit** If at any point in the application review process it is determined that the amount of the deposit will not be adequate to cover all costs associated with application processing, the County may demand, by written notice replenishment of the deposit in an amount estimated by County staff to be necessary to complete processing of the application through any hearings necessary before the Planning Commission and Board of Supervisors, if applicable. If Applicant fails to deposit the additional sums requested within the period specified in the notice, County staff shall not schedule the application for hearing until sufficient funds are replenished.
  5. **Failure to Pay.** Failure of the Applicant to timely make deposits or pay invoices to reimburse the County for project application processing costs shall be considered a material violation of this Agreement. Should Applicant fail to timely make deposits or reimbursements, or invoices remain unpaid for more than thirty (30) days after demand, the County shall cease all work on processing the Project for approval. Should Applicant fail to timely make deposits or reimbursements, or invoices remain unpaid for more than thirty (30) days after demand, County shall provide notice pursuant to Paragraph S, below, of potential withdrawal of the Application, and if Applicant fails to make necessary deposit(s), reimbursements and/or invoices remain unpaid for more than sixty (60) days, the Project Application shall be considered withdrawn.
  6. **Refund of Deposit Balance.** Any funds remaining in the deposit account will be refunded after the expiration of the applicable statute of limitations following approval of the Project. If, alternatively, the Applicant elects to cancel or withdraw their application the County will refund any remaining funds on deposit after paying all costs previously incurred.
- C. **No Assurance of Approval.** Applicant and Property Owner understand and agree that County retains complete discretion to approve, condition approval on certain requirements, or deny the Project Application, notwithstanding payment of all fees and costs pursuant to this Agreement. County staff may recommend denial of the project for any reason, that staff may change its recommendation at any time, and that staff's recommendation of approval or conditional approval does not guarantee approval, whether by the Planning Commission, Board of Supervisors, or any other body.
- D. **Public Records Act Compliance.** Applicant and Property Owner understand and agree that all materials submitted in connection with Applicant's project are public records subject to inspection and copying by members of the public, with limited exceptions, pursuant to the Public Records Act ("Act") (California Government Code §7920.000, *et seq.*). By filing an application, Applicant agrees that the public may inspect and copy these materials and the information within, with limited exceptions, and that some or all of the materials may be posted on the County's website. For example, application materials may be subject to copyright protection or sections 5500.1 and 5536.4 of the California Business and Professions Code. By submitting such

materials to the County, Applicant represents that Applicant has the authority to grant, and hereby grants, the County permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format, unless the Applicant clearly identifies the material as exempt under the Act and submits sufficient information to establish that the material is subject to an exemption under the Act or other applicable federal, state, or local law.

**E. Indemnification.** Applicant and Property Owner agree(s), to the fullest extent permitted by law, to indemnify, defend (with counsel reasonably approved by County), and hold harmless San Benito County, its officers, agents, and employees, as follows:

1. From and against any and all claims, demands, actions, proceedings, lawsuits, losses, damages, judgments and/or liabilities (hereinafter "Claims") arising out of, related to, or in connection with the Application or to attack, set aside, void, or annul, in whole or in part, an approval of the Application and/or issuance of a permit or entitlement by the County, including but not limited to the award by the Court of attorney fees and costs to the prevailing party.
2. From any and all liability for injuries, damages, costs and expenses of any nature whatsoever that result or relate to the investigation, arrest or prosecution of business owners, operators, employees, clients or customers of the Applicant or Property Owner for a violation of state or federal laws, rules or regulations.
3. From any and all causes arising out of, related to, or in connection with the Application, including, but not limited to, the acts, errors, or omissions of the Applicant or Property Owner and his, her, its, and their officers, employees, agents and contractors.
4. For any and all costs and expenses (including but not limited to attorneys' fees) incurred by County on account of any Claim except where such indemnification is prohibited by law.
5. The indemnification obligation of Applicant and Property Owner applies to County's action or inaction and the action or inaction of that County's officers and employees; however, this does not apply to the County's sole negligence or willful misconduct.
6. The indemnification obligations of Applicant and Property Owner with respect to matters arising under the California Subdivision Map Act, Government Code §§ 66410, *et seq.*, are subject to the limitations set forth in § 66474.9 (b) – (d) of that Act, incorporated herein as if set forth in full, which shall supersede any provision of this Agreement that is inconsistent with such limitations.

**F. Notice and Management of the Defense of Claims.** The County shall promptly notify the Applicant and Property Owner of any such Claim that is, or may be, subject to this Agreement. County as respondent/defendant and Applicant/Property Owner shall cooperate fully in the defense and shall each defend the action in good faith, either jointly or separately, depending upon the nature of the Claim, whether, or not, conflicts of interest impact a joint defense, and the mutual agreement of the County and the Applicant

If the County is the sole respondent/defendant to a Claim, County shall have unlimited discretion to direct and participate in the defense of any such Claim, including, but not limited to, use of County Counsel to defend the Claim, to employ outside counsel to defend the County. In the event a Claim is made against both County and the Applicant/Property Owner, County may retain common counsel reasonably satisfactory to Applicant/Property Owner to jointly represent the County and Applicant/Property Owner. If County reasonably determines that proposed joint defense counsel would face a conflict of interest, or if the Applicant fails to promptly assume the defense of the Claim, or to promptly employ counsel reasonably satisfactory to County, then County may employ separate counsel in their sole discretion to represent or defend County and the Applicant shall pay the reasonable attorneys' fees and costs of such counsel.

In the event of a disagreement between County and the Applicant/Property Owner over litigation issues, County and Applicant/Property Owner shall meet and confer to resolve any such issues, including without limitation litigation decisions, the way the defense is conducted, whether or not to proceed to trial, or settle the Claim short or litigation (including any proposed settlement amount(s)). Applicant/Property Owner shall not be required to pay any monetary settlement or perform terms of settlement under a Claim solely arising from a Subdivision Map Act approval unless the settlement is approved by the Applicant/Property Owner.

Independent participation by counsel for the County shall not relieve the Applicant of any obligation imposed by this Agreement.

**G. Litigation Cost Deposit.** In the event a Claim is filed against the County, upon request of the County, Applicant shall deposit an additional \$50,000.00 (the "Litigation Deposit") with the County within thirty (30) days of said request in order to cover the costs and expenses involved in defense of the County. If at any point during the litigation process actual costs and/or expenses incurred reach 80% of the Litigation Deposit, the Applicant shall deposit additional funds sufficient to bring the balance up to the amount of \$50,000.00.

**H. Reimbursement of Litigation Costs.** To the extent County uses any of its resources to respond to a Claim, County shall provide notice to the Applicant pursuant to Paragraph S, below, of the anticipated expenditures, along with a monetary estimate of the costs to be incurred. Thereafter, the Applicant shall reimburse the County for said expenditures with thirty (30) days of the County's demand. Such resources include, but are not limited to, staff time, administrative review, court costs, preparation and certification of the administrative record, County Counsel time, or any other direct or indirect costs associated with responding to the Claim. The County may, at any time, require Applicant to advance funds pursuant to the estimate of costs to be incurred described above, and/or reimburse County for costs that the County has incurred or reasonably anticipates will be incurred during the course of any action, either or both of which shall be paid by Applicant within thirty (30) days of County's demand.

**I. Applicant/Property Owner Breach of Duty to Defend and Indemnify.** In the event of a default of Applicant/Property Owner's obligations to defend and indemnify County as set forth herein, the County may, in its sole discretion, upon reasonable notice to Applicant/Property Owner pursuant to Paragraph S, below, deem Applicant/Property Owner's default as an abandonment of the Project. County may rescind any approvals previously granted and may settle any related litigation without the participation and/or approval of Applicant/Property Owner. Applicant/Property Owner shall remain responsible for any costs, attorney's fees (county, and/or plaintiffs' if awarded by the Court, or as a result of settlement), and/or other expenses incurred by County related to any litigation or settlement.

**J. Survival of Obligations.** The obligations of the Applicant under this Agreement shall survive and apply regardless of whether any County approval is invalidated, set aside, expires, or is abandoned for any reason.

This Agreement and the obligations of the Applicant set forth herein shall remain in full force and effect throughout all stages of litigation, regardless of whether the Applicant has brought any Claim against County.

The Applicant is solely responsible for compliance with all local, state, and federal laws, and for obtaining any necessary authorizations, approvals, and/or permits from other local, state, and federal agencies. Any failure of the Applicant to comply with applicable laws or to obtain necessary authorizations, approvals, and/or permits shall not invalidate this Agreement or excuse the obligations of the Applicant under this Agreement.

**K. Successors and Assigns.** These obligations shall be binding upon every successor, assign, and transferee of any interest in the Project that is the subject of the Application. The Applicant and Owner shall cause all successors, assigns, and transferees to be so obligated; provided that the Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate, or otherwise transfer any of the

obligations of this Agreement, and notwithstanding a change in ownership or any transfer or conveyance of any interest in the Project that is the subject of the Application.

**L. Stipulation, Release, or Settlement.** The Applicant or Owner shall not execute, pay, or perform pursuant to any stipulation, release, settlement agreement, or other disposition of the matter on such Claim unless the County and the Applicant have approved the stipulation, release, or settlement agreement in writing, such approval not to be unreasonably withheld.

In no case shall the Applicant assume, admit, or assert any fault, wrongdoing, or liability on the part of the County as a condition of or as part of any stipulation, release, settlement, or otherwise. The Applicant shall not assert any defense, Claim, or complaint against County on any Claim as a condition of or as part of any stipulation, release, settlement or otherwise.

**M. No Waiver.** Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the requirements herein will not be deemed as a waiver of any rights on the part of County.

**N. Severability.** If a court of competent jurisdiction holds any clause or portion of this Agreement to be invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses, or portions of them.

**O. Authority.** Each person signing this Agreement represents and warrants that he or she has the power, is duly authorized, and has the capacity to enter into this Agreement.

**P. California Law.** This Agreement is governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed and held in the County of San Benito.

**Q. Complete Agreement.** This Agreement shall constitute the complete understanding of the parties with respect to the matters set forth herein. Neither party is relying on any other representation, oral or written.

**R. Counterparts.** This Agreement may be signed in counterparts and by physical, digital or electronic means and shall be signed by all Applicants and Owners.

**S. Notices:** All notices called for in this Agreement shall be given in writing by personal delivery, electronic mail (with copy of such notice sent not later than the next day by mail) or by overnight mail. Overnight mail or couriered notices shall be deemed received the next business day following deposit into the U.S. mail or delivery to the private courier. First class mail, postage prepaid, shall be deemed received three days after postmark. Mailed or couriered notices shall be addressed as set forth below, but either party may change its contact information by giving written notice thereof to the other in accordance with the provisions of this Paragraph S.

To **COUNTY**:  
Abraham Prado  
Director, Resource Management  
County of San Benito  
2301 Technology Parkway  
Hollister, CA 95023-2513  
Email: [aprado@sanbenitocountyca.gov](mailto:aprado@sanbenitocountyca.gov)

With a copy to:  
Sean Cameron  
Assistant County Counsel  
County of San Benito  
481 Fourth Street, 2<sup>nd</sup> Floor  
Hollister, CA 95023  
Email: [Sean@prenticelongpc.com](mailto:Sean@prenticelongpc.com)

To **APPLICANT/PROPERTY OWNER**:

Name: Shawn Tennenbaum, Ed.D.  
Title: Superintendent  
Address: 1220 Monterey Street, Hollister, CA 95023  
  
Email: stennenbaum@sbhds.k12.ca.us

IN WITNESS WHEREOF, the parties hereunto understand and agree to the terms herein, and have executed this Agreement on the date written below.

**Applicant:**



\_\_\_\_\_  
(Signature)

Name: Shawn Tennenbaum, Ed.D.

Title: Superintendent

Date: 1/23/2026

**Business/Property Owner:  
(if different from applicant):**

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**County:**

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## REQUIREMENTS FOR APPLICATION PACKETS

The items checked below and on the following pages are required at the time of application submittal. Please collate and assemble. Please note that depending on the type of application some items will not be necessary. For specific questions please contact Planning Division.

(Depending on scope of project additional copies may be requested)

<b>FORMS AND FEES</b>
<p><b>ELECTRONIC/ORIGINAL COPY PLAN SET</b>                  Please Submit one (1) electronic copy of all Hard Copy Plan Set materials requested to <a href="mailto:sbcplan@sanbenitocountyca.gov">sbcplan@sanbenitocountyca.gov</a> or ACI Client Services at <a href="https://aca-prod.accela.com/SANBENITO/Default.aspx">https://aca-prod.accela.com/SANBENITO/Default.aspx</a>                  AND one (1) original copy of all Hard Copy Plan Set materials in 8½” x 11” to the Resource Management Agency.</p>
<b>Completed Project Application Form</b>
<p><b>Application Fee:</b> \$ <u>1500</u>  <b>CEQA Fee:</b> \$ <u>N/A</u></p>
<p><b>Additional Fees</b> will/may be required for supplemental staff consultant services to prepare environmental documentation. Once the project has been submitted and evaluated, the County will engage consultants in a competitive bid process to complete the environmental work necessary.</p>
<p><b>A written Introduction / Overview / Project Description</b> of the project to convey the Owner’s and Applicant’s vision for the development of the property. What are the architectural and design considerations that went into planning the project? What issues has the project confronted and worked through, such as fire access, and water and sewer service to the property? What outreach or conversations have been had with neighbors, homeowners’ association(s), etc.?</p>
<p><b>An Operations Plan.</b> Please describe the Who, What, Where, When, Why, and How of the project. For example: How large is the staff? Are there several shifts? When are visiting hours, meals served, how many specialists and doctors present, extracurricular activities Planned and coordinated, and room service. Will overnight accommodations be provided for out-of-town visitors? Etc.</p>
<b>Indemnification Agreement.</b> Signed by Owner/Applicant/County.
<b>For General Plan and Zone Change Requests.</b> Line in and strike out of proposed changes and exhibits.
<p><b>Site Plans and Detail Sheets as appropriate to convey your proposal. Plans shall include:</b></p> <ul style="list-style-type: none"> <li>• North Arrow, Scale and Vicinity Map</li> <li>• Property Ownership Information</li> <li>• Project Data Tables that include at a minimum:</li> <li>• Assessor Parcel Number</li> <li>• Parcel size</li> <li>• General Plan Land Use Designation</li> <li>• Zoning Designation</li> <li>• Building Site Area (Required and Proposed)</li> <li>• Grading Amounts</li> <li>• Tree removal (size and type)</li> <li>• Fire Severity Zone</li> <li>• Alquist–Priolo Zone</li> <li>• Flood Zone</li> <li>• Identification of Water and Sewer Service</li> <li>• Parcel dimensions and identification of the following:</li> <li>• Location of all easements</li> <li>• Location of all buildings and structures including fences</li> </ul>

<p>Setbacks (Required and proposed) from property line to structures, from structure to structure, from edge of easement/right-of-way to structures</p> <ul style="list-style-type: none"> <li>• Location of septic system and wells</li> <li>• Interior roadways, driveways, and circulation</li> <li>• Location of any wetlands, creeks, or streams</li> <li>• Location of known earthquake faults</li> <li>• <b>Other information as necessary to supplement the proposal</b></li> </ul>
<b>Grading Plans</b> (Clearly denoting cut and fill areas and volumes)
<b>Drainage Plans and storm water contingency designs</b> for the construction periods.
<b>Floor Plans</b> —A horizontal section illustrating the arrangement of internal spaces in a building. Show interior and exterior walls of the existing and proposed structures on the site. <ul style="list-style-type: none"> <li>• Illustrate room dimensions/sizes</li> <li>• Label existing and proposed use of each space</li> <li>• Identify entrances/exits, windows, stairways, and ramps</li> <li>• Label sinks, tubs, showers, and toilets</li> </ul>
<b>Elevations</b> —Drawings showing the vertical elements of a building <ul style="list-style-type: none"> <li>• Elevation of each building exterior when viewed from each side.</li> <li>• Existing and proposed elements</li> <li>• Types of materials and colors</li> <li>• All roof appurtenances</li> <li>• Finished floor elevation(s)</li> </ul>
<b>Conceptual Landscape Plans</b> <ul style="list-style-type: none"> <li>• Suggested tree, plant, and shrub pallets</li> <li>• Irrigation methods and practices</li> </ul>

Assessor's Parcel Map - (Highlight subject parcel, attach one copy to each plan set)
Reduced Set of Plans- 8½" x 11"
Prepare and submit a list of property Owners within 1,000 feet of the project boundaries Purchase and <b>prepare plain business-size envelopes (#10)</b> with no return address, with current postage, addressed to property owners within <b>1,000</b> feet of the project boundaries. Include the Assessor's Parcel Number on each address label.
Title Report, prepared within the last 6 months
Grant Deed
Soils Report
Geohydrology Information—pump test, quantity, quality, etc.
Septic suitability report
Geologic Report (if located in Special Studies Zone or if landslide hazards exist)
Colors and Materials
Story Pole Analysis
Photo simulations / representations
Additional items as may be required by Title 19.

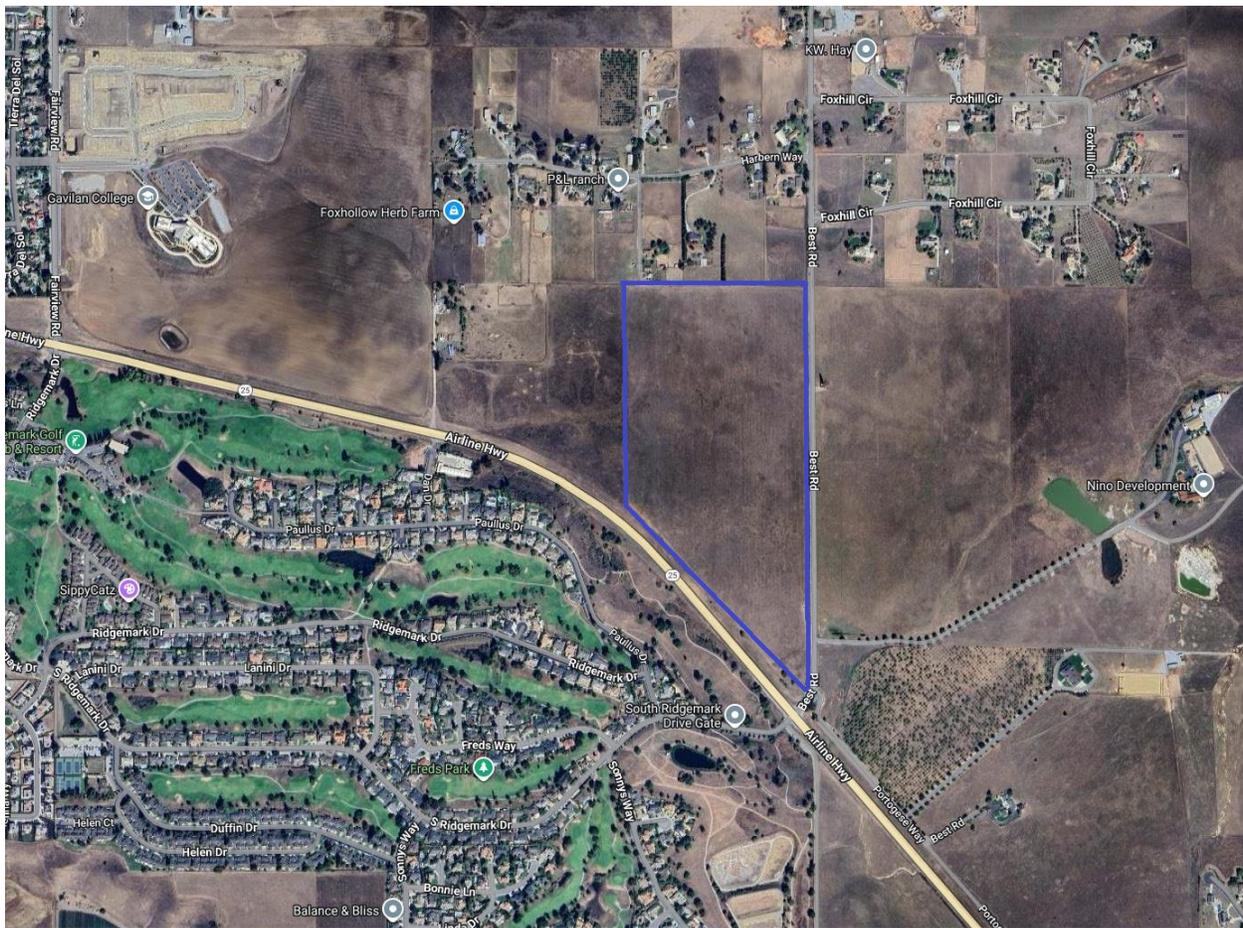
## Best Road Preliminary Application Project Description

San Benito High School District, the Applicant, proposes a 1,000-unit Builder's Remedy housing project (Project) located on approximately 69.25 acres at the intersection of Best Road and Highway 25 (APNs 025-190-019 and 025-190-052) in the County of San Benito, California (Site), as described in the attached cover letter. The Project Site is located to the south of the City of Hollister. The Project is currently utilized for cattle herding in connection with supplemental educational development opportunities for students in various agricultural pathways. The site is developed with barbed wire fencing and a groundwater well with a solar-powered pump. The fencing and well will be demolished.

Regional access to the Site is provided via Highway 25, which abuts the southern boundary of the Site. Local access to the Site is via Best Road. Figure 1 shows an aerial image of the Project Site in its neighborhood context.

The Project Site is bordered by residential development to the north and south. The Site is less than a mile from Gavilan College and approximately four miles from the District's sole school, Hollister High School.

**Figure 1**



## **Project Description**

The proposed Project would involve construction of a 1,000-unit residential project, community amenities, a District administrative office, childcare center, retail space, and parking. Pursuant to Government Code section 65914.7, at least 50% of the project will be affordable housing, with at least 30% being very low- and low-income housing. In accordance with the County's local tenant preference ordinance and Government Code section 65914.7(a)(3), priority will go first to District employees (teachers and staff), then the employees of other school districts such as the Hollister Elementary School District, North County Joint Union Elementary School District, Southside Elementary School District, and others; then public employees of local government agencies such as the County of San Benito, and finally to the general public.

The proposed Project would involve the construction of 520 residential apartments (1-, 2-, and 3-bedroom units) and 480 residential townhomes (2- and 3-bedroom units). The apartments and townhomes would feature Mission-style architecture such as terracotta Spanish tile roofs, stucco wall finishes in earth tones, and ground level covered arcades supported by wood columns reminiscent of the Hollister High School campus. The Project would also include two 7,500 square-foot community rooms and approximately 5 acres of central green space for community members to gather and socialize. The townhome buildings would have a proposed maximum height of approximately 25 feet and the apartment buildings would have a proposed maximum height of approximately 35 feet.

The proposed Project would also include office and retail space to foster a self-supporting community. The Project would include 60,000 square feet of retail space, including a large grocery store and smaller retail space. Pursuant to Education Code section 17515 et seq., the Project would also include 25,000 square feet of space for the District operations, including a new central administrative office as well as a childcare center for Project residents.

Parking for the proposed Project exceeds County parking standards and would include a total of 2,720 parking spaces: 2,240 surface parking spaces and 480 garage spaces.



**SITE PLAN**

1" = 300'

**PROJECT STATISTICS**

**RESIDENTIAL UNIT COUNT:**

520 APARTMENT UNITS  
480 TOWNHOME UNITS  
= 1,000 UNITS TOTAL

**PARKING COUNT:**

2,240 SURFACE PARKING SPACES  
480 TOWNHOME GARAGE SPACES  
= 2,720 PARKING SPACES TOTAL

**OPEN SPACE:**

= 216,087 SF TOTAL

**NONRESIDENTIAL AREA:**

15,000 SF OFFICE  
10,000 SF CHILDCARE  
60,000 SF RETAIL  
2 COMMUNITY BUILDINGS @ 7,500 SF EACH  
**TOTAL NONRESIDENTIAL AREA = 100,000 SF**  
25' MAXIMUM HEIGHT

**RESIDENTIAL AREA:**

20 APARTMENT BUILDINGS @ 21,258 SF EACH  
1 APARTMENT BUILDING @ 14,172 SF  
96 TOWNHOME BUILDINGS @ 7,345.5 SF EACH  
**TOTAL RESIDENTIAL AREA = 1,144,500 SF**  
35' MAXIMUM HEIGHT OF APARTMENTS  
25' MAXIMUM HEIGHT OF TOWNHOMES

**LEGEND**

	1-BEDROOM UNIT		OPEN SPACE
	2-BEDROOM UNIT		RETAIL
	3-BEDROOM UNIT		OFFICE / CHILDCARE
	COMMUNITY BUILDING		PARKING



**OFFICE & RETAIL - AERIAL**

15,000 SF DISTRICT OFFICE BUILDING + 10,000 SF CHILDCARE CENTER  
60,000 SF RETAIL BUILDINGS (6 BUILDINGS @ 10,000 SF EACH)



**RESIDENTIAL AREA - AERIAL**

APARTMENTS: 520 TOTAL (1, 2, AND 3 BEDROOMS)  
TOWNHOMES: 480 TOTAL (2 AND 3 BEDROOMS)



**WORKFORCE HOUSING**  
SAN BENITO HIGH SCHOOL DISTRICT  
HIGHWAY 25 & BEST ROAD  
HOLLISTER, CALIFORNIA

**FIT STUDY**

1/22/25

**SITE PLAN**

**A1**

TERRACOTTA SPANISH TILE ROOFS WITH GENTLE SLOPES



**REAR ELEVATION - RESIDENTIAL BUILDING**

1/16" = 1'-0"

LIGHT-COLORED STUCCO WALL FINISHES IN EARTH TONES



**SIDE ELEVATION - RESIDENTIAL BUILDING**

1/16" = 1'-0"

TYPICAL BUILDING HEIGHT 35'-0" MAX.

DARK BRONZE COLORED RAILINGS THAT EVOKE WROUGHT IRON

WINDOWS WITH DIVIDED LITES AND EXPRESSED LINTELS



**FRONT ELEVATION - RESIDENTIAL BUILDING**

1/16" = 1'-0"

STONE-CLAD FEATURES WITH OPENINGS OF PAIRED ARCHES ON GROUND LEVEL

GROUND LEVEL COVERED ARCADES SUPPORTED BY WOOD COLUMNS



**SIDE ELEVATION - RESIDENTIAL BUILDING**

1/16" = 1'-0"



**WORKFORCE HOUSING**  
SAN BENITO HIGH SCHOOL DISTRICT  
HIGHWAY 25 & BEST ROAD  
HOLLISTER, CALIFORNIA

**FIT STUDY**  
1/22/25

**EXTERIOR ELEVATIONS**  
RESIDENTIAL BUILDING

**A2**



**RESIDENTIAL BUILDING PRECEDENTS**

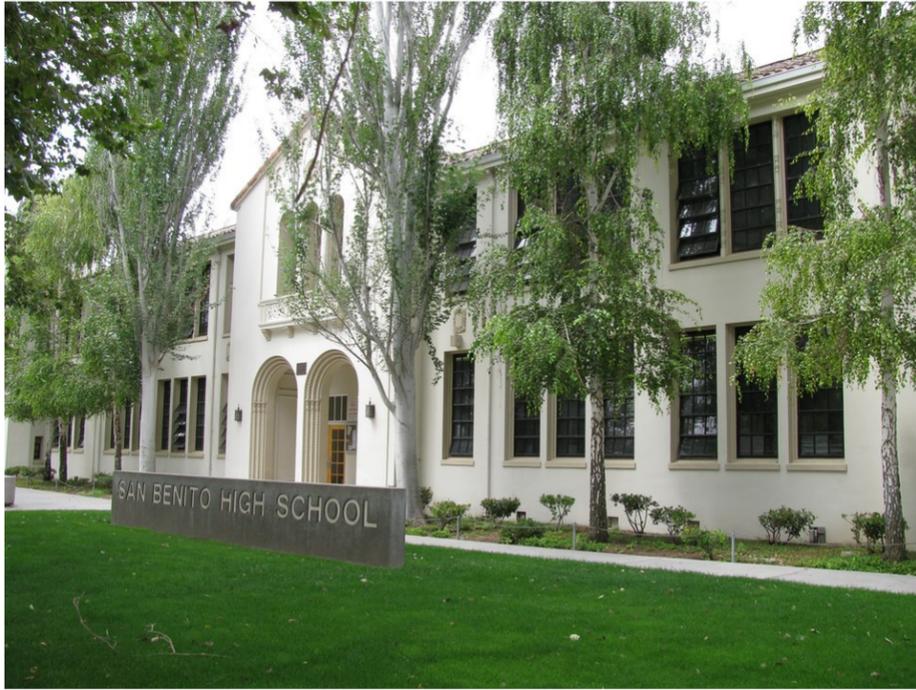


**WORKFORCE HOUSING**  
 SAN BENITO HIGH SCHOOL DISTRICT  
 HIGHWAY 25 & BEST ROAD  
 HOLLISTER, CALIFORNIA

**FIT STUDY**  
 1/22/25

**PRECEDENTS**  
 RESIDENTIAL BUILDING

**A3**



**DISTRICT BUILDING PRECEDENTS**

<p>ARCHITECTS <b>FORA</b></p>	<p><b>WORKFORCE HOUSING</b> SAN BENITO HIGH SCHOOL DISTRICT HIGHWAY 25 &amp; BEST ROAD HOLLISTER, CALIFORNIA</p>	<p><b>FIT STUDY</b> 1/22/25</p>	<p><b>PRECEDENTS</b> DISTRICT BUILDING</p>	<p><b>A4</b></p>
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First American Title™

## First American Title Company

California Department of Insurance License No. 2549-4

Escrow Officer: Irma Reynoso  
Phone: (831)636-2202  
Fax No.: (866)715-1690  
E-Mail: ireynoso@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: TBD  
Owner: TBD  
Property: Vacant Land  
Hollister, CA 95023

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

**Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of July 15, 2025 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

SAN BENITO HIGH SCHOOL DISTRICT

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2025-2026, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2024-2025 are exempt.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

**The Following Matters Affect PARCEL ONE:**

4. Rights, rights of way, reservations and exceptions in the patent recorded in [Book 1 of Patents, Page 127](#).
5. Rights, rights of way, reservations and exceptions in the patent recorded in [Book R of Patents, Page 358](#).
6. "Covenants, conditions and restrictions in the document recorded January 29, 1954 as [BOOK 202, PAGE 23](#) of Official Records, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of

Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

7. Abutter's rights of ingress and egress to or from FREEWAY have been relinquished in the document recorded October 25, 1965 as INSTRUMENT NO. [91735](#) IN BOOK 313, PAGE 92 of Official Records.
8. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded October 25, 1965 as INSTRUMENT NO. [91735](#) IN BOOK 313, PAGE 92 of Official Records.
9. An easement for WATER PIPELINES and incidental purposes, recorded October 11, 1983 as INSTRUMENT NO. [177855](#) IN BOOK 500, PAGE 815 of Official Records.  
In Favor of: BUSHMONT COMPANY, A CALIFORNIA CORPORATION  
Affects: AS THEREIN PROVIDED

The effect of a document entitled "QUITCLAIM DEED", recorded September 24, 1985 as INSTRUMENT NO. [8505911](#) of Official Records.

10. The terms, provisions and easement(s) contained in the document entitled "SAN BENITO COUNTY WATER CONSERVATION AND FLOOD CONTROL DISTRICT CONTRACT AND GRANT OF EASEMENT" recorded October 11, 1983 as INSTRUMENT NO. [177855](#) IN BOOK 500, PAGE 815 of Official Records.
11. The terms, provisions and easement(s) contained in the document entitled "EASEMENT AGREEMENT" recorded February 14, 1985 as INSTRUMENT NO. [8500851](#) of Official Records.

Document(s) declaring modifications thereof recorded March 05, 1993 as INSTRUMENT NO. [9302318](#) of Official Records.

**The Following Matters Affect PARCEL TWO:**

12. Rights, rights of way, reservations and exceptions in the patent recorded in [Book 1 of Patents, Page 18](#).
13. "Covenants, conditions and restrictions in the document recorded January 29, 1954 as [BOOK 202, PAGE 23](#) of Official Records, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."
14. Abutter's rights of ingress and egress to or from FREEWAY have been relinquished in the document recorded December 25, 1965 as INSTRUMENT NO. [91735](#) IN BOOK 313, PAGE 92 of Official Records.

15. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded December 25, 1965 as INSTRUMENT NO. [91735](#) IN BOOK 313, PAGE 92 of Official Records.
16. A non-exclusive easement for INGRESS AND EGRESS and incidental purposes, recorded June 24, 1971 as INSTRUMENT NO. [108255](#) IN BOOK 363, PAGE 985 of Official Records.  
In Favor of: ROY E. LOMPA  
Affects: AS DESCRIBED THEREIN

SAID EASEMENT SHALL BE LIMITED IN USE TO PROVIDE ACCESS TO A SINGLE FAMILY RESIDENCE AND RELATED ATTACHED OR DETACHED STRUCTURES.

17. An easement for WATER PIPELINES and incidental purposes, recorded October 11, 1983 as INSTRUMENT NO. [177855](#) IN BOOK 500, PAGE 815 of Official Records.  
In Favor of: BUSHMONT COMPANY, A CALIFORNIA CORPORATION  
Affects: AS DESCRIBED THEREIN

The effect of a document entitled "QUITCLAIM DEED", recorded September 24, 1985 as INSTRUMENT NO. [8505911](#) of Official Records.

18. The terms, provisions and easement(s) contained in the document entitled "SAN BENITO COUNTY WATER CONSERVATION AND FLOOD CONTROL DISTRICT CONTRACT AND GRANT OF EASEMENT" recorded October 11, 1983 as INSTRUMENT NO. [177855](#) IN BOOK 500, PAGE 815 of Official Records.
19. The effect of a document entitled "A RESOLUTION APPROVING A PROPERTY LINE ADJUSTMENT AS PROVIDED FOR IN SECTION NO. 66412 OF THE STATE SUBDIVISION MAP ACT", recorded February 14, 1985 as INSTRUMENT NO. [8500848](#) of Official Records.
20. The terms, provisions and easement(s) contained in the document entitled "EASEMENT AGREEMENT" recorded February 14, 1985 as INSTRUMENT NO. [8500851](#) of Official Records.

Document(s) declaring modifications thereof recorded March 05, 1993 as INSTRUMENT NO. [9302318](#) of Official Records.

**The Following Matters Affect BOTH PARCELS:**

21. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
22. Water rights, claims or title to water, whether or not shown by the Public Records.
23. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.
24. Rights of parties in possession.

**INFORMATIONAL NOTES**

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

## LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Benito, State of California, described as follows:

Parcel One: (APN: 025-190-019-000)

The Southeast Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 7 in Township 13 South, Range 6 East, Mount Diablo Base and Meridian, according to the Official Plat thereof;

EXCEPTING THEREFROM the right of way of the Southern Pacific Railroad Company, now State Highway.

ALSO EXCEPTING THEREFROM, a right of way for a public road along and adjoining said railroad right of way.

ALSO EXCEPTING THEREFROM the portion or portions conveyed to the State of California by Deed from H. Robert Trafton, recorded October 25, 1965 in Vol. 313 at page 92, Recorder's File No. [91735](#), San Benito County Records.

ALSO EXCEPTING THEREFROM that portion thereof lying South and West of the State Highway.

Parcel Two: (APN: 025-190-052-000)

The Northeast quarter of Section 18, all in Township 13 South, Range 6 East, Mount Diablo Base and Meridian in the County of San Benito, State of California.

Excepting therefrom the right of way of the Southern Pacific Railroad Company.

Also Excepting a right of way for a public road along and adjoining said Railroad right of way.

Also Excepting such portions (if any) of the North half of the Northwest quarter of said Section 18 lying South of the fence constructed as a division line, as per agreement between H.C. Skow and H. May H. Conrad, dated February 15, 1890, and recorded in [Vol. 2 of Miscellaneous Records, at page 231](#), San Benito County Records.

Also Excepting therefrom 30 acres, more or less of the Southeast quarter of the Northwest quarter of said Section 18 conveyed to August W. Skow and Fanny Charlotte Skow, by deed from Anthony F. Fernandez and Louise Mary Fernandez, husband and wife, dated November 17, 1921, and recorded in [Vol. 68 of Deeds, at Page 39](#), San Benito County Records, bounded and particularly described as follows:

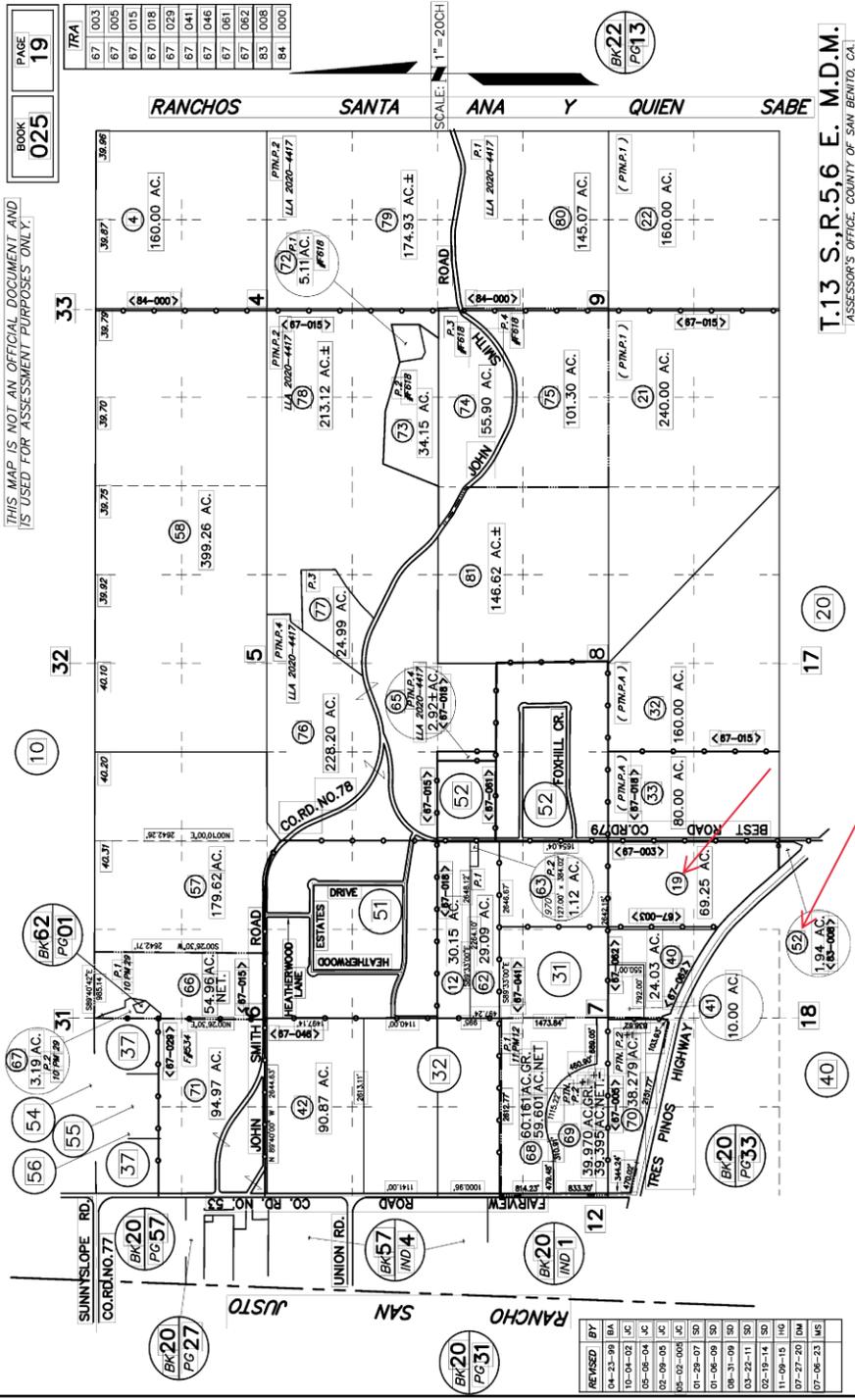
Beginning at the Southeast corner of the Southwest quarter of the Northwest quarter of said Section 18, said point being the division line fence between lands of the parties of the first part, E. N. Skow and J. S. Caldera, respectively, and thence along the division line fence between lands of the parties of the first part and lands of the aforesaid E. N. Skow, North 1312 feet to the Northeast corner of lands of said E. N. Skow; thence South 89 deg. 03' East 1002 feet; thence South 1296 feet to the division fence between lands of J. S. Caldera and lands of the parties of the first part; and thence along last mentioned division line fence West 1002 feet to the point of beginning.

Also Excepting therefrom all lands lying South of the Northerly Line of Tres Pinos Highway.

Excepting from each of said Parcels One and Two an undivided one-half (1/2) interest in and to all of the oil, gas and other hydrocarbons under and which may be produced therefrom, together with the right of ingress and egress at all times for the purposes of mining, drilling and exploring said land for oil or gas or other hydrocarbons and producing, storing, treating, handling, marketing and removing the same therefrom, as reserved in Deed from Western United Company, a California limited partnership, to Eugene S. Selvage and Jeanne Selvage, his wife, dated August 31, 1954 and recorded December 28, 1954 in [Vol. 210 of Official Records, at page 146](#), San Benito County Records.

Also excepting from each of said Parcels One and Two an undivided one-half (1/2) interest in and to all oil, gas and other hydrocarbon substances under and which may be produced from the land herein conveyed below a depth of 500 feet below the surface of said land. Grantor expressly waives and excludes all rights to enter, or permit any third person to enter, upon the surface of said land or in the subsurface of said land above a depth of 500 feet below the surface of said land, for the purposes of exploring or drilling or operating for, or producing, storing, handling or removing, oil, gas or other hydrocarbon substances, or any one or more of them, as reserved in Deed from Bushmont Company, a California corporation, to Ridgemark Corporation, a California corporation, dated February 13, 1985 as Instrument No. [8500849](#), San Benito County Records.

Also excepting from each of said Parcels One and Two all commercial deposits of sand and/or gravel in place below a depth of one foot (1') below the surface of the land herein conveyed. Grantee shall not have any right to mine, or permit any third person to mine, sand and/or gravel from said land for sale or use off of said land; provided, however, that Grantee shall have the right to use within the land herein conveyed in the development and improvement of said land such quantities of unprocessed bank run sand and gravel therefrom as Grantee shall deem necessary, but no sand, gravel, concrete or asphalt processing plant or production facilities shall be located on said land. Nor shall the unprocessed bank run sand and gravel for use by Grantee be removed from said land for such processing and/or production of concrete or asphaltic concrete, as reserved in Deed from Bushmont Company, a California corporation, to Ridgemark Corporation, a California corporation, dated February 13, 1985 as Instrument No. [8500849](#), San Benito County Records.



THIS MAP IS NOT AN OFFICIAL DOCUMENT AND IS USED FOR ASSESSMENT PURPOSES ONLY.

BOOK 025 PAGE 19

TRA
67   003
67   005
67   018
67   029
67   041
67   046
67   061
67   062
83   008
84   000

T.13 S., R.5,6 E. M.D.M.  
ASSESSOR'S OFFICE, COUNTY OF SAN BENITO, CA.

REVISED	BY
04-23-99	BA
10-04-02	AC
05-06-04	AC
02-09-05	AC
05-02-06	AC
01-29-07	SD
01-06-09	SD
08-31-09	SD
02-22-11	SD
02-10-14	SD
11-09-15	HG
07-27-20	DM
07-06-23	MS

Description: CA San Benito Assessor Map 025.19 Page 1 of 1  
Order: 2 Comment:

***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**EXHIBIT A**  
**LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**  
**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]**  
**EXCLUSIONS FROM COVERAGE**

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by You;
  - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
  - c. resulting in no loss or damage to You;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
  - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
  - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
  - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.  
Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or \$2,500 (whichever is less)	\$5,000

**ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]**  
**CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]**  
 EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. the character, dimensions, or location of any improvement on the Land;
    - iii. the subdivision of land; or
    - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
  3. Any defect, lien, encumbrance, adverse claim, or other matter:
    - a. created, suffered, assumed, or agreed to by the Insured Claimant;
    - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - c. resulting in no loss or damage to the Insured Claimant;
    - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
    - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
  4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
    - a. fraudulent conveyance or fraudulent transfer;
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 9.b.
  5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
  6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
  7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas,

uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

**2006 ALTA OWNER'S POLICY (06-17-06)**  
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.