

Recording Requested by Fresno County Board of Supervisors

When recorded return to
 Fresno County
 Department of Public Works and Planning
 Development Services and Capital Projects Division
 Stop # 214
 Attention Policy Planning Unit, **ALCC No. 8336**
 Derek Chambers
 No Recording Fee Pursuant to Government Code Section 27383

This Area for Recorder's Use Only

**RESCISSION AND SIMULTANEOUS
 ENTRY INTO NEW LAND CONSERVATION CONTRACT**
 Incorporating Board of Supervisors Resolution by reference

THIS LAND CONSERVATION CONTRACT IS MADE AND EXECUTED THIS 19th day of October, 2021 by and between Calico Farms, a California General Partnership, as to an undivided 1/3 interest, and E. Kalofonou LLC, a California Limited Liability Company, as to an undivided 2/3 interest, hereinafter referred to as "Landowners" and the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Landowners possess certain real property located in the County of Fresno, State of California, hereinafter referred to as "the Subject Property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the Subject Property is now devoted to commercial agricultural use; and

WHEREAS, the Board of Supervisors by Resolution has agreed to the rescission and simultaneous entry, pursuant to Government Code Section 51254 to allow this Contract to be entered **replacing and superceding as to the Subject Property ALCC Number 1773** recorded February 18, 1970 as Instrument Number 11657, Book 5761, Pages 66 through 71 and **ALCC Number 1785** recorded February 26, 1970 as Instrument Number 14083, Book 5765, Pages 434 through 436 of the Official Records of Fresno County, California; and

WHEREAS; the Subject Property is located in an agricultural preserve heretofore established by the County and designated as the **Westside No. 103**.

NOW, THEREFORE, both Landowners and County, in consideration of the mutual promises, covenants and conditions to which reference is made herein and the substantial public benefits to be derived therefrom, do **hereby rescind the above referenced Contracts as to the Subject Property** referenced above and further agree as follows:

FIRST: This is a new Contract between the Landowners and the County of Fresno. The Subject Property shall be subject to all restrictions and conditions of the Interim Guidelines adopted by Resolution by the Board of Supervisors of Fresno County, California on May 25, 2004, as well as the Williamson Act Permitted Uses, Compatible Uses, and Conditioned Compatible Uses adopted by Resolution by the Board of Supervisors of Fresno County, California on March 13, 2012, and IT IS MUTUALLY AGREED THAT the conditions and restrictions set forth in said Resolutions are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length and that Landowners will observe and perform said provisions. This Contract will be subject to all ordinances adopted by the Board of Supervisors when the Contract is automatically renewed on January first of each year.

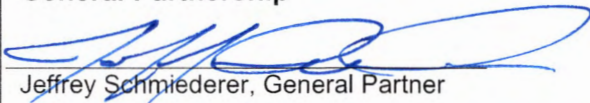
SECOND: The minimum acreage for new parcels described in Paragraph Seven of the Board of Supervisors' Resolution shall be 20 acres.

THIRD: This Contract shall be effective as of the date of execution by the Chairman and considered for property tax purposes as of the first day of January 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

LANDOWNER
Calico Farms, a California
General Partnership

COUNTY OF FRESNO



Jeffrey Schmiederer, General Partner

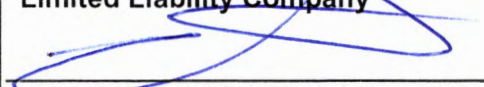


Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

17890 Island Drive Madera CA 93636

Mailing Address

LANDOWNER
E. Kalofonou LLC, a California
Limited Liability Company



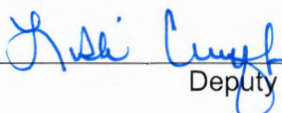
Elena Stefanopoulos, Manager

904 S. Lyon Ave., Mendota, CA 93640

Mailing Address

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By:  Deputy

FOR ACCOUNTING USE ONLY:

ORG No.:
Account No.:
Requisition No.:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno)

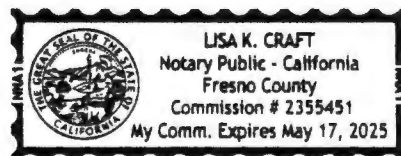
On October 19, 2021 before me, Lisa K. Craft Notary Public
(insert name and title of the officer)

personally appeared Steve Brandon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa K. Craft (Seal)



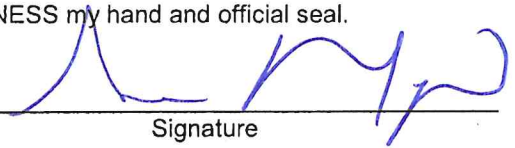
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

On August 12, 2021 before me, Sue Meyer, Notary Public,
(here insert name and title of the officer)

personally appeared Jeffrey Schmiederer
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



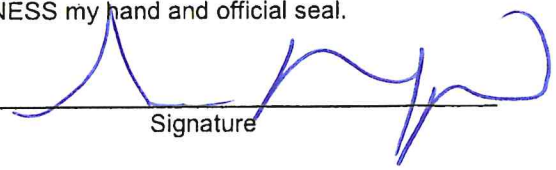
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

On August 13, 2021 before me, Sue Meyer, Notary Public,
(here insert name and title of the officer)

personally appeared Elena Stefanopoulos
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

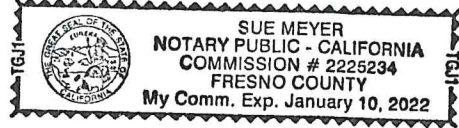


EXHIBIT "A"

VM 2096

LEGAL DESCRIPTION

Being a portion of the Northwest Quarter of Section 32, Township 14 South, Range 14 East, Mount Diablo Base and Meridian, according to the Official Plat thereof and shown per "Map of Subdivision of Section 32", recorded June 22, 1888, in Book 2 of Plats at Page 60, Fresno County Records and being more particularly described as follows:

Commencing at the northeast corner of said Northwest Quarter of Section 32; thence South along the East line of said Northwest Quarter of Section 32, a distance of 30 feet to the South Right of Way line of Central Avenue (being 60 feet in width) and being the **True Point of Beginning**; thence continuing South along said East line of the Northwest Quarter of Section 32, a distance of 2610 feet to the southeast corner of said Northwest Quarter of Section 32; thence West along the South line of said Northwest Quarter of Section 32, a distance of 1320 feet more or less to the southwest corner of the East Half of said Northwest Quarter of Section 32; thence North along the West line of said East Half of the Northwest Quarter of Section 32, a distance of 1980 feet more or less to a point of intersection with the westerly prolongation of the South line of Lot 95, as shown on said "Map of Subdivision of Section 32"; thence East along said prolongation line and South line of Lot 95, a distance of 660 feet to the southeast corner of said Lot 95; thence North along the East lines of Lots 95 and 96, as shown on said "Map of Subdivision of Section 32", a distance of 630 feet to the northeast corner of said Lot 96, said corner lies on the said South Right of Way line of Central Avenue; thence East along said South Right of Way line of Central Avenue, a distance of 630 feet to the **True Point of Beginning**.

Said Parcel Contains 69.55 Acres, more or less.

APN: Prtn. 019-200-82s

