

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, **ALCC No. 8326**
 Anthony Lee
 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 26th day of February 2019 by and between Frank Coelho, General Partner of Casaca Vineyards, a California General Partnership, hereinafter referred to as "Owner" and the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, Owner possesses 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 No. 7117** recorded February 21, 1995 as Instrument Number 85016518 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 Owner 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:

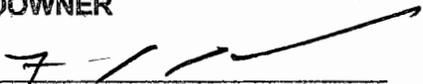
FIRST: This is a new contract between the Property Owner and the County of Fresno. The Subject Property shall be subject to all restrictions and conditions of the Interim Guideline adopted by Resolution by the Board of Supervisors of Fresno County, California on May 25, 2004, as well as the Williamson 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 Owner 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, 2020.

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

LANDOWNER



(Authorized Signature)

Frank Coelho, General Partner
Casaca Vineyards, a California Partnership

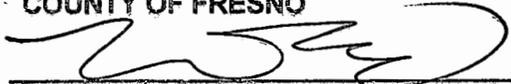
Print Name & Title

P.O. Box 216

Five Points, CA 93624

Mailing Address

COUNTY OF FRESNO

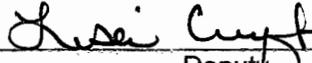


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

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.:

G:\4360Devs&Pln\PLANNING\AG\RLCC - Apps\Active Resc-Reentry\RLCC 994 Coelho\New Contract\ALCC No. 8326.doc

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)

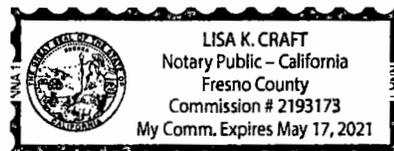
On February 26 2019 before me, Lisa K. Craft Notary Public
(insert name and title of the officer)

personally appeared Nathan F. Magg
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)



CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Kings }

On 01/08/2019 before me, Megan Neves, Notary Public,
(Here insert name and title of the officer)

personally appeared Frank Coelho

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.

Megan Neves
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Legal Descriptions

PLA 18-19

Parcel No. 1

The North half of Section 27, Township 17 South, Range 18 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

Excepting therefrom the West 30 feet as granted to the County of Fresno by deed recorded in Book 144 Page 47 of Deeds.

Also excepting therefrom an undivided 3/4 interest in all oil, gas and/or minerals in and under said lands, together with the right of the grantor its successors and assigns, lessees, and legal representatives at all times, to enter upon said lands and take all usual, necessary or convenient means to bore wells, make excavations and to remove all the oil, gas and/or minerals found thereon, as reserved by California Lands, Inc., a corporation, by deed dated December 7, 1936, recorded December 11, 1936, as Document No. 29936, in Book 1546 Page 345 of Official Records, as modified by instrument recorded November 14, 1940, as Document No. 33827-T, in Book 1540 Page 460 of Official Records.

Also excepting therefrom an undivided 12-1/2% interest in all oil, gas and/or minerals in and under said lands, together with the right of the grantor, its successors and assigns, lessees, and legal representatives at all times to enter upon said lands and take all usual, necessary or convenient means to bore wells, make excavations and to remove all the oil, gas and/or minerals found thereon, as reserved by Elsie Angel and Gladys Drew in the deed dated November 9, 1965, and recorded December 30, 1965, as Document No. 104553 of Official Records.

Containing 322.18 acres



August 24, 2018