

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. 8333**  
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 12<sup>th</sup> day of May, 2020 by and between Ernest C. Mendes and Leslie A. Mendes, Trustees of The Ernest and Leslie Mendes Living Trust created under Declaration of Trust dated November 20, 2013, 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 51257 to allow this Contract to be entered **replacing and superceding as to the Subject Property ALCC No. 6393** recorded February 16, 1978 as Instrument Number 17394, Book 6973, Pages 250 through 252 and **ALCC No. 3825** recorded February 25, 1971 as Instrument Number 14923, Book 5867, Pages 689 through 695 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 Vice-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.

**LANDOWNERS**  
**The Ernest and Leslie Mendes**  
**Living Trust**

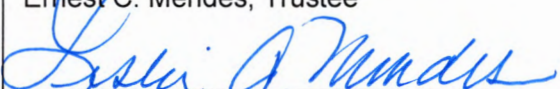
**COUNTY OF FRESNO**



Ernest C. Mendes, Trustee



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



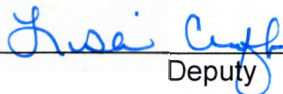
Leslie A. Mendes, Trustee

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)

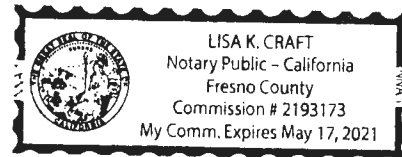
On 4 May 13, 2020 before me, Lisa K. Craft, Notary Public  
(insert name and title of the officer)

personally appeared Steve Brandau,  
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)



## ACKNOWLEDGMENT

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State of California

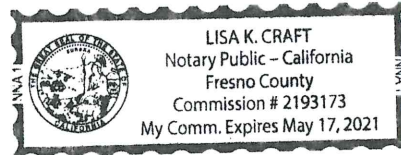
County of Fresno)

On March 25, 2020 before me, Lisa K. Craft, Notary Public  
(insert name and title of the officer)

personally appeared Ernest C. Mendes & Leslie A. Mendes,  
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)

Exhibit 'A'

Legal Description:

The Southeast Quarter of Section 22, Township 18 South, Range 18 East of the Mount Diablo Base and Meridian, according to the Official Plat thereof.

Excepting therefrom that portion granted to the County of Fresno by deed recorded September 18, 1959 in Book 4275 Page 39, as Document No. 65043, Official Records.

Together with the following:

Beginning at the South Quarter corner of said Section 22; thence North  $0^{\circ}06'50''$  West along the East line of said Southwest Quarter, a distance of 2646.36 feet more or less to the Center Quarter of said Section 22; thence North  $89^{\circ}19'11''$  West along the North line of said Southwest Quarter, a distance of 22 feet; thence South  $0^{\circ}15'15''$  West, a distance of 2646.21 feet more or less to the South line of said Southwest Quarter; thence South  $89^{\circ}21'32''$  East along the South line of said Southwest Quarter, a distance of 39 feet to the Point of Beginning.

End of Description

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature:   
Mauro R. Weyant, PLS 7773

Date: 4/28/16





Recording Requested by Fresno County Board of Supervisors

When recorded return to  
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Development Services and Capital Projects Division  
Stop # 214  
Attention Policy Planning Unit, **ALCC No. 8334**  
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No Recording Fee Pursuant to Government Code Section 27383

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**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 12<sup>th</sup> day of May, 2020 by and between Freitas Farms I, a California General Partnership, and Westside Ranch, a California General Partnership, 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 51257 to allow this Contract to be entered **replacing and superceding as to the Subject Property ALCC No. 3825** recorded February 25, 1971 as Instrument Number 14923, Book 5867, Pages 689 through 695 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:

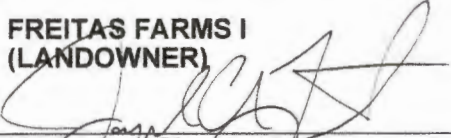
FIRST: This is a new Contract between the Landowners and the County of Fresno. The Subject Property shall be subject to all restrictions and conditions of the Interim Guidelines adopted by Resolution by the Board of Supervisors of Fresno County, California on May 25, 2004, as well as the Williamson Act 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 Vice-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.

**FREITAS FARMS I  
(LANDOWNER)**


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

Joseph A. Freitas  
\_\_\_\_\_  
Print Name and Title

P.O. Box 1225  
\_\_\_\_\_

Hanford, Ca. 93232  
\_\_\_\_\_  
Mailing Address

**WESTSIDE RANCH  
(LANDOWNER)**

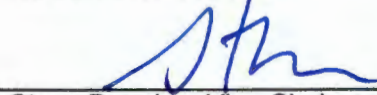
  
\_\_\_\_\_  
(Authorized Signature)

JEREMY A FREITAS / OWNER - Partner  
\_\_\_\_\_  
Print Name and Title

P.O. Box 1225  
\_\_\_\_\_

Hanford, Ca 93232  
\_\_\_\_\_  
Mailing Address

**COUNTY OF FRESNO**

  
\_\_\_\_\_  
Steve Brandau, Vice-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.:

## 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 )

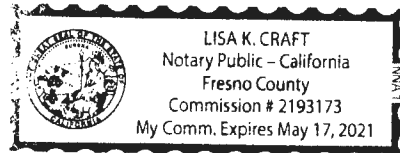
On May 13, 2020 before me, Lisa K Craft, Notary Public  
(insert name and title of the officer)

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)





CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

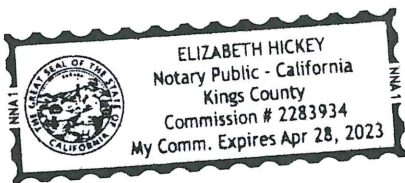
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Kings

On March 30, 2020 before me, Elizabeth Hickey, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Joseph A. Freitas and
Jeremy A. Freitas
Name(s) of Signer(s)

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 Elizabeth Hickey
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other:

Signer is Representing:

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other:

Signer is Representing:

Exhibit 'A'

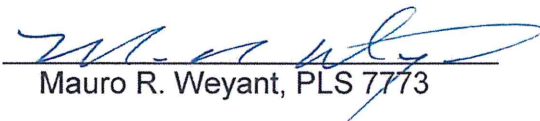
Legal Description:

A portion of the Southwest Quarter of Section 22, Township 18 South, Range 18 East of the Mount Diablo Base and Meridian more particularly described as follows:

Beginning at the South Quarter corner of said Section 22; thence North  $0^{\circ}06'50''$  West along the East line of said Southwest Quarter, a distance of 2646.36 feet more or less to the Center Quarter of said Section 22; thence North  $89^{\circ}19'11''$  West along the North line of said Southwest Quarter, a distance of 22 feet; thence South  $0^{\circ}15'15''$  West, a distance of 2646.21 feet more or less to the South line of said Southwest Quarter; thence South  $89^{\circ}21'32''$  East along the South line of said Southwest Quarter, a distance of 39 feet to the Point of Beginning.

End of Description

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature:   
Mauro R. Weyant, PLS 7773

Date: 4/28/16

