

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. 8349**
Alexander Pretzer
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 9th day of July, 2024 by and between Four W Farms LLC, a California Limited Liability Company, hereinafter referred to as "Landowner" and the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH:

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

WHEREAS, the Subject Property is 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 (ALCC) Number 8349 to be entered **replacing and superseding as to the Subject Property ALCC Numbers 3044, 3045, and 3046** recorded February 17, 1971 as Instrument Numbers 11895, 11896, and 11897, Book 5863, Pages 255 through 264 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 **Caruthers #40**.

NOW, THEREFORE, both Landowner 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 Landowner and the County of Fresno. The Subject Property shall be subject to all restrictions and conditions of the Interim Guidelines adopted by Resolution of 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 of 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 Landowner 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 40 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 2025.

Exhibit A

Legal Description of Existing Parcels Fresno County, CA APN: 041-110-57s

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

The East half of the Northeast quarter; the Southwest quarter of the Northeast quarter; the Northeast quarter of the Northwest quarter; and the North half of the Northwest quarter of the Northwest quarter of Section 25, Township 16 South, Range 18 East, Mount Diablo Base and Meridian, County of Fresno, State of California, according to the Official Plat thereof.

EXCEPTING AND RESERVING UNTO THE GRANTOR an undivided 50% interest in and to all oil, gas, minerals, and hydrocarbon substances in, on, or under said land.

PARCEL 2:

The Northwest quarter of the Northeast quarter of Section 25, Township 16 South, Range 18 East, Mount Diablo Base and Meridian, County of Fresno, State of California, according to the Official Plat thereof.

EXCEPTING AND RESERVING UNTO THE GRANTOR an undivided interest in and to all oil, gas, minerals, and hydrocarbon substances in, on, or under said land.

PARCEL 3:

The Northeast quarter of the Southwest quarter of the Southeast quarter and the East half of the Northwest quarter of the Southwest quarter of the Southeast quarter of Section 25, Township 16 South, Range 18 East, Mount Diablo Base and Meridian, County of Fresno, State of California, according to the Official Plat thereof.

Excepting therefrom that portion lying South of the Centerline of Liberty Canal.

Also Excepting therefrom 75% of all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder; together with all easements and rights necessary or convenient for the production, storage and transportation thereof and the exploration and testing of the said real property, and also the right to drill for, produce and use water from the said real property in connection with drilling or mining operations thereon.

EXCEPTING AND RESERVING UNTO THE GRANTOR an undivided 50% interest of Grantor's interest in and to all oil, gas, minerals, and hydrocarbon substances in, on, or under said land.

PARCEL 4:

The Northeast quarter of the Southeast quarter and the East half of the Northwest quarter of the Southeast quarter of Section 25, Township 16 South, Range 18 East, Mount Diablo Base and Meridian, County of Fresno, State of California, according to the Official Plat thereof.

Excepting therefrom 74-2/5 % of all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder; together with all easements and rights necessary or convenient for the production, storage and transportation thereof and the exploration and testing of the said real property, and also the right to drill for, produce and use water from the said real property in connection with drilling or mining operations thereon.

EXCEPTING AND RESERVING UNTO THE GRANTOR an undivided 50% interest of Grantor's interest in and to all oil, gas, minerals, and hydrocarbon substances in, on, or under said land.

PARCEL 5:

The West half of the Northwest quarter of the Southeast quarter of Section 25, Township 16 South, Range 18 East, Mount Diablo Base and Meridian, County of Fresno, State of California, according to the Official Plat thereof.

Exhibit A

Excepting therefrom that portion lying South of the Centerline of Liberty Canal.

Also Excepting therefrom 50% of all oil, gas and other hydrocarbon substances underlying said land, as reserved in the deed from Bank of America National Trust and Savings Association, a national banking association, as Trustee under the Last Will and Testament of M. S. McMartry', deceased, to Louis T. George and Retha O. George, husband and wife, as joint tenants, recorded March 16/ 1965 in Book 4144 Page 566, as Document No. 22065.

EXCEPTING AND RESERVING UNTO THE GRANTOR an undivided 50% interest of Grantor's interest in and to all oil, gas, minerals, and hydrocarbon substances in, on, or under said land.

PARCEL 6:

The West half of the Northwest quarter of the Southwest quarter of the Southeast quarter of Section 25, Township 16 South, Range 18 East, Mount Diablo Base and Meridian, County of Fresno, State of California, according to the Official Plat thereof.

EXCEPTING AND RESERVING UNTO THE GRANTOR an undivided 50% interest in and to all oil, gas, minerals, and hydrocarbon substances in, on, or under said land.

Containing an area of 316.94 acres more or less.

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: _____

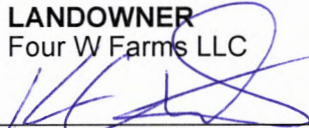
Narinder S. Sahota, PLS 8719

Date: February 2, 2024



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

LANDOWNER
Four W Farms LLC




Kyle Christopher Woods,
Authorized Agent

PO BOX 495

Kingsburg CA 93631

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

FOR ACCOUNTING USE ONLY:

ORG No.:

Account No.:

Requisition No.:

By: _____



Deputy

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 June 28, 2024 before me, Laura Marie Leonardo, Notary Public
(insert name and title of the officer)

personally appeared Kyle Christopher Woods,
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: *Laura Marie Leonardo* (Seal)



CALIFORNIA 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.

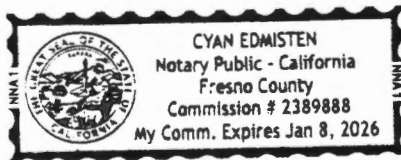
State of California }

County of Fresno

On 07/09/2024 before me, Cyan Edmisten, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Nathan Magsig
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.

Place Notary Seal and/or Stamp Above

Signature Cyan Edmisten
Signature of Notary Public

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 or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____