

1 AFTER RECORDING,
2 RETURN TO STOP #214

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5
6 BEFORE THE BOARD OF SUPERVISORS
7 OF THE COUNTY OF FRESNO
8 STATE OF CALIFORNIA

9 IN THE MATTER OF) RESOLUTION WAIVING)
10 AGRICULTURAL LAND) ACREAGE RESTRICTION)
11 CONSERVATION CONTRACT) AGRICULTURAL LAND)
12) CONSERVATION CONTRACT)
13) NO. 2583 (RLCC NO. 972))

14 WHEREAS, Agricultural Land Conservation Contract (ALCC) No. 2583 was
15 entered into by and between Floyd J. Harkness Co., Inc., a corporation; and
16 succeeded to by by David F. Hines and Dianna H. Hines, as Trustees of the Hines
17 2002 Revocable Trust Dated February 11, 2002, as to an undivided 50% interest; Keith
18 Gardner and Janet Gardner, as Trustees of the 2003 Gardner Revocable Trust Dated
19 October 1, 2003, as to an undivided 16.67% interest; Brad Bishel and Nancy Bishel, as
20 to an undivided 16.66% interest as community property with right of survivorship; and
21 John Gardner and Lauren Gardner, as to an undivided 16.67% interest as community
22 property with right of survivorship, herein after referred to as "Owners", and the
23 COUNTY OF FRESNO, recorded February 22, 1971, as Instrument No. 13432, Book
24 5865, Pages 563 to 564, in the Official Records of Fresno County, California; and

25 WHEREAS, the Fresno County Williamson Act Interim Guidelines and
26 Procedures adopted May 25, 2004 allow for the acceptance, processing and approval
27 of agricultural homesite exception (gift deed) parcels to be created for use by persons
28 involved in the commercial agricultural operation and related to the property owner by
adoption, blood, or marriage within the 2nd degree of consanguinity; and

1 WHEREAS, the existing parcel must be at least 20 acres (for prime soil) and
2 each parcel is at least 10 acres; and

3 WHEREAS, the resulting parcels are subject to a Joint Management
4 Agreement; and the Owners and the Recipient shall execute a declaration, under
5 penalty of perjury, acknowledging that both parcels are, and for the duration of the
6 Williamson Act contract shall continue to be used for agricultural purposes permitted
7 under the contract; that any residential structure subsequently proposed for
8 construction on the gift parcel must be incidental to the agricultural use of that parcel,
9 and approval of a building permit may be subject to guidelines to be established and
10 employed in that determination; and

11 WHEREAS, if the County subsequently approves a building permit for any
12 proposed residential structure exceeding 2,500 square feet, on the basis that it is
13 incidental to the agricultural use, the applicants nevertheless may be subject to
14 substantial penalties if the approval is thereafter challenged and found invalid or void.
15 Notwithstanding such prior County approval, if it is thereafter determined the structure
16 is not incidental to agricultural use, or otherwise constitutes a material breach of
17 contract; the applicants may be subject to the penalties provided in Government Code
18 Section 51250. The specified penalty is 25% of the value of the land and 25% of the
19 value of the improvements constituting the material breach; and

20 WHEREAS, this request is to convey a 10-acre parcel from a 95.84-acre parcel
21 as a gift deed parcel to Robert Hines, the son of the Owners and Alison Hines the
22 daughter-in-law of the Owners, hereinafter referred to as "Recipients"; and

23 WHEREAS, such conveyance is consistent with the Williamson Act Interim
24 Guidelines and Procedures, and said minimum parcel size provisions of the Williamson
25 Act Contract should be waived; and

26 WHEREAS, Owners and Recipients have executed a "Declaration of Intent and
27 Acknowledgment of Potential Consequences of Unauthorized Conveyance" and a
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1 “Joint Management Agreement” for utilizing both parcels for commercial agricultural
2 operation.

3 NOW, THEREFORE, BE IT RESOLVED that the conveyance of said 10-acre
4 parcel in the County of Fresno, State of California, more particularly described on the
5 attached legal description (Exhibit “A”), be authorized; and that said parcel along with
6 the remainder parcel (Exhibit “B”) shall be subject to all restrictions and conditions of
7 the Interim Guidelines adopted by resolution by the Board of Supervisors of Fresno
8 County, California on May 25, 2004, as well as the Williamson Act Permitted Uses,
9 Compatible Uses, and Conditioned Compatible Uses adopted by resolution by the
10 Board of Supervisors of Fresno County, California on October 25, 2011 and that
11 neither parcel be further divided during the period in which the Agricultural Land
12 Conservation Contract remains in force and effect; and

13 BE IT FURTHER RESOLVED that the Clerk cause a certified copy of this
14 resolution together with the “Declaration of Intent and Acknowledgment of Potential
15 Consequences of Unauthorized Conveyance” and the “Joint Management Agreement”,
16 to be recorded in the Office of the County Recorder of the County of Fresno.

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1 THE FOREGOING was PASSED and ADOPTED by the following vote of the
2 Board of Supervisors of the County of Fresno this 25th day of April, 2017, to-wit:

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4 AYES: Supervisors Borgeas, Magsig, Mendes, Pacheco, Quintero

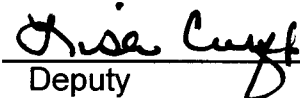
5 NOES: None

6 ABSENT: None

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9 Brian Pacheco, Chairman
10 Board of Supervisors

11 ATTEST:
12 Bernice E. Seidel, Clerk
13 Board of Supervisors

14 By 
15 Deputy

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18 G:\4360Devs&Pin\ADMIN\BOARD\Board Items\2017\4-25-17\RLCC 972 WA Gift Deed\Resolution.docx
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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

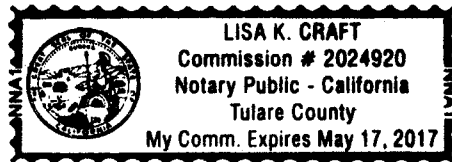
County of Fresno)

On April 25, 2017 before me, Lisa K. Craft, Notary Public
(insert name and title of the officer)

personally appeared Brian Pacheco,
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

The westerly 10.00 acres of the northerly 700.00 feet of the northwest quarter of Section 34, Township 14 South, Range 23 East, Mount Diablo Base and Meridian, lying easterly of the Gouber Slough as delineated on that certain 1979 Record of Survey filed in Book 3 at Page 90, Fresno County Records.

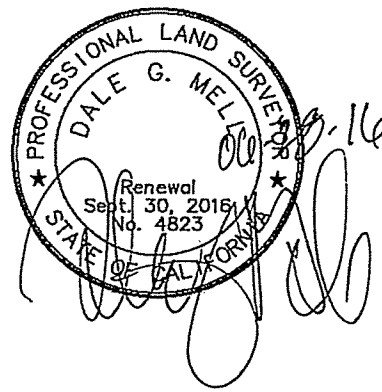


EXHIBIT 'B'

The southwest quarter of the northwest quarter lying north and west of the Kings River, Government Lots 12 and 16, and that portion of Government Lot 1 lying south and east of a branch of the Kings River known as Gouber Slough, and that portion of Government Lot 4, being in the east half of the northwest quarter all in Section 3, Township 14 South, Range 23 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPTING THEREFROM the westerly 10.00 acres of the northerly 700.00 feet of the northwest quarter of Section 34, Township 14 South, Range 23 East, Mount Diablo Base and Meridian, lying easterly of the Gouber Slough as delineated on that certain 1979 Record of Survey filed in Book 3 at Page 90, Fresno County Records.

Consisting of 85.84 acres

