

Recording Requested by Fresno County Board of Supervisors

When recorded return to
Fresno County
Department of Public Works and Planning
Development Services Division
Stop # 214
Attention Policy Planning,
John Adams

ALCC No. 8322

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 23rd day of August, 2016 by and between Astone Properties, LLC, a California Limited Liability Company, 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 grazing of cattle; 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. 40** recorded February 29, 1968 as Instrument Number 15026, Book 5541, Pages 420 through 429 and **ALCC No. 6539** recorded February 17, 1978 as Instrument Number 18160, Book 6974, Pages 669 through 672 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 **Sierra Foothills Preserve No. 1**.

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 the 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 October 25, 2011, 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.

SECOND: The minimum acreage for new parcels described in Paragraph Seven of the Board of Supervisors' Resolution shall be 40 acres.

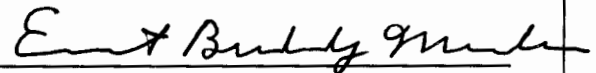
THIRD: This Contract shall be effective as of the date of execution by the Chairman and considered for property tax purposes as of the first day of January, 2017.

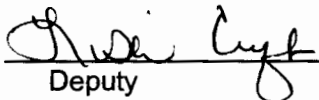
IN WITNESS WHEREOF, the Owner and County have executed this Contract the day and year first above written.

COUNTY OF FRESNO

ATTEST:

Bernice E. Seidel, Clerk
Board of Supervisors

By: 
Ernest Buddy Mendes, Chairman
Board of Supervisors

By: 
Deputy

Astone Properties, LLC, a California Limited Company

By: 
Mark Astone, Member

EXHIBIT A
LEGAL DESCRIPTION

Adjusted Parcel A

The South half of the Northeast quarter, the North half of the Southeast quarter and the East half of Lot 1 of the Northwest quarter of Section 2, Township 11 South, Range 22 East, Mount Diablo Base and Meridian, according to the United States Government Township Plat approved the Surveyor General on June 21, 1856;

TOGETHER WITH that portion of the North half of the North half of the Southwest quarter of Section 1, Township 11 South, Range 22 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at the Southwest corner of the North half of the North half of the Southwest quarter of said Section 1; thence South $88^{\circ} 47' 49''$ East along the South line of said North half of the North half of the Southwest quarter of said Section 1, a distance of 420.97 feet to a point on the centerline of Morgan Canyon Road; thence North $46^{\circ} 27' 14''$ West along the centerline of Morgan Canyon Road a distance of 218.46 feet, thence along a curve to the right having a central angle of $32^{\circ} 59' 50''$, a radius of 570.00 feet, and an arc length of 328.27 feet; thence North $13^{\circ} 27' 24''$ West a distance of 234.70 feet to the point of intersection of said centerline of Morgan Canyon Road with the North line of the Southwest quarter of said Section 1; thence North $88^{\circ} 46' 15''$ West a distance of 36.11 feet to the West quarter corner of said section; thence $0^{\circ} 53' 37''$ West along the West line of said Section 1, a distance of 651.28 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM, all that portion of the South half of the Northeast quarter described as follows:

COMMENCING at the Northeast corner of the South half of the Northeast quarter of said Section 2; thence North $89^{\circ} 54' 30''$ West, along the North line of the South half of the Northeast quarter of Section 2, 2750.39 feet to the Northwest corner thereof; thence South $2^{\circ} 48' 52''$ West, along the West line of the South half of the said Northeast quarter, 270.00 feet; thence leaving the said West line, South $73^{\circ} 37' 39''$ East, 2063.38 feet to a point on the East line of the South half of the said Northwest quarter; thence North $0^{\circ} 52' 29''$ East, along the East line of the South half of the Northeast quarter of Section 2, 1072.53 feet to the **POINT OF COMMENCEMENT**.

ALSO EXCEPTING THEREFROM all that portion conveyed to Mark R. Astone, a married man as his sole and separate property by Gift Deed record November 27, 1995 as Instrument No. 95151008, Fresno County Official Records.

ALSO EXCEPTING THEREFROM all that portion convey to Eric Glenn Astone, a single man, by Gift Deed recorded November 27, 1995 as Instrument No. 95151009, Fresno County Official Records.

ALSO EXCEPTING THEREFROM all that portion conveyed to Deborah K. Condra, a married woman as her sole and separate property by Gift Deed recorded November 27, 1995 as Instrument No. 95151010, Fresno County Official Records.



EXHIBIT A
LEGAL DESCRIPTION

ALSO EXCEPTING THEREFROM that portion of the South half of the Northeast quarter of said Section 2, more particularly described as follows:

BEGINNING at the Southeast corner of said South half; thence North 00° 52' 29" East, along the East line of said South half, a distance of 229.99 feet to a point being 1072.53 feet South of the Northeast corner of said South half; thence North 73° 37' 39" West a distance of 126.44 feet; thence South 78° 03' 58" West, a distance of 152.64 feet; thence South 22° 56' 46" West, a distance of 66.82 feet; thence South 02° 05' 43" East, a distance of 58.73 feet; thence South 37° 42' 02" East, a distance of 36.99 feet; thence South 77° 33' 25" East, a distance of 52.55 feet to a point being 218.20 feet West of the East line of said South half; thence South 00° 52' 29" West, parallel with and 218.20 feet West of the East line of said South half, a distance of 94.84 feet; thence South 82° 58' 25" East, a distance of 93.75 feet; thence North 07° 20' 43" East, a distance of 32.51 feet to a point on the South line of said South half; thence North 89° 36' 36" East, along the South line of said South half, a distance of 121.36 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM any portion lying within Morgan Canyon Road.

Containing 142.67 acres gross, more or less.



5-31-66

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 3, 2016, before me, Carin A. Buhl, Notary Public, personally appeared **Mark Astone** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Carin A. Buhl

