

AFTER RECORDING,
RETURN TO STOP #214

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

IN THE MATTER OF)	RESOLUTION WAIVING)
AGRICULTURAL LAND)	ACREAGE RESTRICTION)
<u>CONSERVATION CONTRACT</u>)	AGRICULTURAL LAND)
		CONSERVATION CONTRACT)
		<u>NO. 2497 (RLCC NO. 973)</u>)

WHEREAS, Agricultural Land Conservation Contract (ALCC) No. 2497 was entered into by and between Floyd J. Harkness Co., Inc., a corporation; and succeeded to by by David F. Hines and Dianna H. Hines, as Trustees of the Hines 2002 Revocable Trust Dated February 11, 2002, as to an undivided 50% interest; Keith Gardner and Janet Gardner, as Trustees of the 2003 Gardner Revocable Trust Dated October 1, 2003, as to an undivided 16.67% interest; Brad Bishel and Nancy Bishel, as to an undivided 16.66% interest as community property with right of survivorship; and John Gardner and Lauren Gardner, as to an undivided 16.67% interest as community property with right of survivorship, herein after referred to as "Owners", and the COUNTY OF FRESNO, recorded February 22, 1971, as Instrument No. 13421, Book 5865, Pages 535 to 537, in the Official Records of Fresno County, California; and

WHEREAS, the Fresno County Williamson Act Interim Guidelines and Procedures adopted May 25, 2004 allow for the acceptance, processing and approval of agricultural homesite exception (gift deed) parcels to be created for use by persons 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 117.10-acre parcel
21 as a gift deed parcel to Joanie Riddle, the daughter of the Owners and Scott Riddle,
22 the son-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

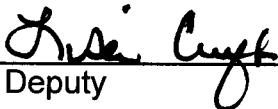
5 NOES: None

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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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 tresno

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

Riddle Parcel

APN 158-300-12- Ag Contract AP-2497
Partial Non-Renewal Legal Description

That portion of the south half of Section 34, Township 13 South, Range 23 East, Mount Diablo Base and Meridian, described as follows:

Beginning at a point on the east line of the southwest quarter of said Section 34 from which the east sixteenth corner thereof bears North 00°41'53" East a distance of 221.00 feet;

Thence South 89°22'33" East a distance of 767.17 feet;

Thence North 00°15'21" West a distance of 330.00 feet;

Thence North 39°19'53" West a distance of 506.00 feet to the center line of the Kings River as delineated on the 1979 Record of Survey filed in Book 33 at Page 90, Fresno County Records;

Thence along said center line, South 4°40'46" West a distance of 743.56 feet;

Thence continuing along said centerline South 11°07'56" West a distance of 224.61 feet;

Thence South 89°22'33" East a distance of 156.84 feet to the POINT OF BEGINNING.

Consisting of 10 acres more or less



EXHIBIT 'B'

Lands described in the Grant Deed recorded November 12, 2015 as Document No. 2015-045628, described as follows:

PARCEL 5: APN: 158-300-12 (PORTION)

That portion of Section 34, Township 13 South, Range 23 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, lying north and west of the United States Meander Line of the left bank of the Kings River and lying south and east of the center line of the former bed of the Kings River.

EXCEPTING THEREFROM that portion granted to the Consolidated Irrigation District by deed recorded January 7, 1939, in Book 1688 Page 479, Official Records.

PARCEL 5A: APN: 158-300-12 (PORTION)

That portion of Government Lot 5 in Section 34, Township 13 South, Range 23 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, described as follows:

Beginning at the southwest corner of said Lot 5; thence easterly along the southerly line thereof 430 feet; thence North 75°49' East 927.6 feet; thence North 65° East to the east line to said Lot 5; thence northerly along said easterly line to the northeast corner of said lot; thence northwesterly and southwesterly along the United States Meander line of the left bank of the Kings River to the west line of said Lot 5; thence southerly along said west line to the Point of Beginning.

PARCEL 5C: APN: 158-300-12 (PORTION)

A right of-way for a private road on, along and over a strip of land 20feet in width described as follows:

From the northwesterly line of said strip of land, commencing at the most westerly corner of Lot 3 of Section 4, Township 14 South, Range 23 East, Mount Diablo Base and Meridian, and running thence along the United States Meander line northeasterly to the north line of said Lot 3; thence easterly and for the center line of said strip of land the boundary line between said Lots 2 and 3 to the west line of Gouber Slough; thence northerly and for the easterly line of said strip of land the westerly bank of said slough to the present crossing on said slough on said lot 2; and over an addition strip of land 5 feet in width adjoining and along the whole southerly and easterly side of said 20 foot strip making such private road 5 feet wider by adding the same to the southerly side of the said right of way; and also over an additional strip of land 10 feet in width adjoining and along the northwesterly and northerly side of the above mentioned right of way extending the width thereof on the northerly side of the center line to 20feet.

PARCEL 5D: APN: 158-300-12 (PORTION)

That portion of the northeast quarter of the southeast quarter of Section 34, Township 13 South, Range 23 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, described as follows:

Beginning at a point 430 feet east of the southwest corner of the northeast quarter of the southeast quarter of said Section 34; thence North $75^{\circ}49'$ East 927.6 feet; thence southwesterly in a straight line which intersects the east line of Lot 6 located in the southeast quarter of said Section 31 at a point 522.3 feet southerly from the northeast corner of said Lot 6, to the south line of the northeast quarter of the southeast quarter of said Section 34; thence west to the Point of Beginning.

EXCEPTING THEREFROM that portion of the south half of Section 34, Township 13 South, Range 23 East, Mount Diablo Base and Meridian, described as follows:

Beginning at a point on the east line of the southwest quarter of said Section 34 from which the east sixteenth corner thereof bears North $00^{\circ}41'53''$ East a distance of 221.00 feet;

Thence South $89^{\circ}22'33''$ East a distance of 767.17 feet;

Thence North $00^{\circ}15'21''$ West a distance of 330.00 feet;

Thence North $39^{\circ}19'53''$ West a distance of 506.00 feet to the center line of the Kings River as delineated on the 1979 Record of Survey filed in Book 33 at Page 90, Fresno County Records;

Thence along said center line, South $4^{\circ}40'46''$ West a distance of 743.56 feet;

Thence continuing along said centerline South $11^{\circ}07'56''$ West a distance of 224.61 feet;

Thence South $89^{\circ}22'33''$ East, a distance of 156.84 feet to the POINT OF BEGINNING.

Consisting of 101.1 acres

