

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. 8328**
 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 26th day of February, 2019 by and between Ceres Ranch No. 4 LLC, 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 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 to be entered **replacing and superceding as to the Subject Property ALCC No. 3726** recorded February 18, 1971 as Instrument Number 12565, Book 5864, Pages 437 through 438 and **ALCC No. 8302** recorded August 5, 2013 as Instrument Number 2013-0109845 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 **Parlier-Reedley-Orange Cove No. 13.**

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 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 Owner 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.

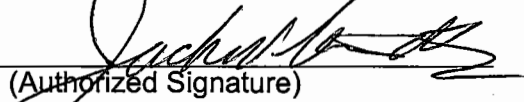
SECOND: The minimum acreage for new parcels described in Paragraph Seven of the Board of Supervisors' Resolution shall be **20 acres.**

THIRD: This Contract shall be effective as of the date of execution by the 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.

Ceres Ranch No. 4 LLC

LANDOWNER


(Authorized Signature)

Jack E. Williams III, Manager

Print Name & Title

400 7th Street

Manhattan Beach, CA 90266

Mailing Address

COUNTY OF FRESNO

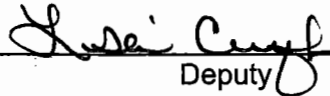


Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By:


Deputy

FOR ACCOUNTING USE ONLY:

ORG No.:

Account No.:

Requisition No.:

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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

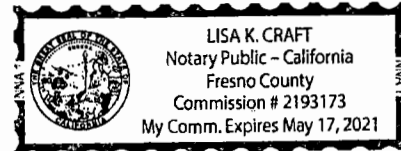
County of Fresno)

On May 22, 2019 before me, Lisa K. Craft
(insert name and title of the officer)

personally appeared Nathan Maggio,
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 CERTIFICATE OF 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 Los Angeles }

On Jan. 8, 2019 before me, Sue Lunsford - Public ^{Notary}
(Here insert name and title of the officer)

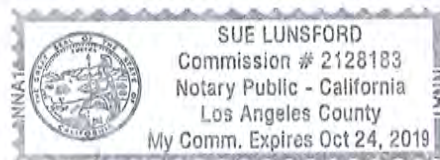
personally appeared Jack E. Williams III
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

Sue Lunsford
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Rescission & simultaneous
(Title or description of attached document)

Entry into New Land..
(Title or description of attached document continued)

Number of Pages 4 (w/ Attachment) Document Date 1/8/2019

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

EXHIBIT "A"

All that portion of Lots 1, 2, 3 and 4 of A.W. Clark Colony according to the map thereof recorded in Book 4, Page 40 of Record of Surveys, Fresno County Records, also being a portion of the Southwest quarter of Section 17, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, lying south of the following described line:

COMMENCING at the Northeast Corner of said Lot 1; thence south along the East line of said Lot 1, 365.00 feet to the **TRUE POINT OF BEGINNING**; thence leaving said East line of said Lot 1 North $89^{\circ} 08' 14''$ West 658.08 feet; thence North $00^{\circ} 12' 59''$ East 63.02 feet; thence North $89^{\circ} 56' 58''$ West 1985.30 feet, more or less, to a point on the West line of said Lot 4; said point bears South $83^{\circ} 44' 12''$ West 2661.14 feet more or less from said **TRUE POINT OF BEGINNING**.

TOGETHER WITH an undivided one-third interest in and to the pumping plant and well situated upon that portion of Lot 6 of said A.W. Clark Colony, with the right of convey water therefrom and /or from ditches of the Alta Irrigation District, across said Lot 6 and along the North line of said Lots 1 and 2, to the Northeast Corner of said Lot 4, subject, however, to the right of the owner of said Lot 3 to convey water for irrigation purposes along the South line of said Lot 4.

RESERVING THEREFROM an easement for ingress and egress purposes, a strip of land 25.00 feet in width, lying adjacent to and West of the following described line:

COMMENCING at the Southwest Corner of said Section 17; thence easterly along the South line of said Section 17 a distance of 1043.84 feet; thence northerly perpendicular to the South line of said Section 17 a distance of 30 feet to the **TRUE POINT OF BEGINNING**, said point also being on the South line of said Lot 3; thence continuing northerly on said perpendicular line a distance of 375.51 feet to the **TRUE POINT OF TERMINATION** of this line.

EXCEPTING from said Lots 3 and 4, the West 10 feet thereof.

ALSO EXCEPTING from said Lot 3 that portion described as follows:

BEGINNING at a point on the South boundary of said Lot 3, said point being 10 feet easterly from the Southwest Corner of said Lot 3; thence North $00^{\circ} 14' 35''$ West, parallel with the West boundary of said Lot 3, 14.786 feet; thence southeasterly along the arc of a curve concave to the Northeast having a 15 foot radius, a radius point which bears North $89^{\circ} 45' 25''$ East and a central angle of $89^{\circ} 10' 36''$ an arc length of 23.346 feet; thence North $89^{\circ} 25' 11''$ West, along the South boundary of said Lot 3, 14.786 feet to the **POINT OF BEGINNING**.

EXHIBIT "A" (continued)

ALSO EXCEPTING from said Lot 3 that portion described as follows:

COMMENCING at the Southwest Corner of said Section 17; thence easterly along the South line of said Section 17 a distance of 1043.84 feet; thence northerly perpendicular to the South line of said Section 17 a distance of 30 feet to the **TRUE POINT OF BEGINNING**, said point also being on the South line of said Lot 3; thence continuing northerly on said perpendicular line a distance of 375.51 feet; thence easterly parallel with the South line of said Section 17 a distance of 165.00 feet; thence southerly along a line perpendicular to the South line of said Section 17 a distance of 375.51 to a point on the South line of said Lot 3; thence westerly parallel with the South line of said Section 17 a distance of 165.00 feet to the **TRUE POINT OF BEGINNING**.

For the purpose of this description, the West boundary of said Lots 3 and 4 are assumed to be 30 feet East of the West line of Section 17, Township 15 South, Range 24 East, Mount Diablo Base and Meridian.

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: _____

Frank J. Mungia, RCE 26317



Date: March 7, 2018