

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. 8329**
 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 9th day of April, 2019 by and between Shirley May Weldon, Trustee of The Shirley May Weldon Trust, 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 51257 to allow this contract to be entered **replacing and superceding as to the Subject Property ALCC No. 149** recorded February 29, 1968 as Instrument Number 15249, Book 5542, Pages 308 through 317 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 Guidelines 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 shall observe and perform said provisions. This contract will be subject to all future 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, **2020.**

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

LANDOWNER

Shirley May Weldon, Trust
(Authorized Signature)

Shirley May Weldon, Owner
Print Name & Title

PO Box 722

Cascade, Idaho, 83611
Mailing Address



Joni Ercanbrack

FOR ACCOUNTING USE ONLY:

ORG No.:

Account No.:

Requisition No.:

COUNTY OF FRESNO

[Signature]
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: Rose Cuyt
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 April 9, 2019 before me, Lisa K. Craft Notary Public
(insert name and title of the officer)

personally appeared Nathan Maging
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)

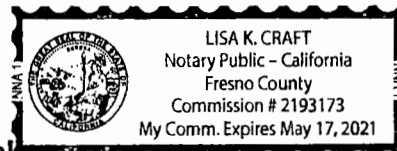


EXHIBIT 'A'

Parcel 1

The Southeast Quarter of the Southwest Quarter of Section 8, Township 11 South, Range 23 East, Mount Diablo Base & Meridian according to the official plat thereof.

TOGETHER WITH that portion of the South Half of the West Half of the Southeast Quarter of said Section 8 described as follows: Commencing at the Southwest Corner of the South Half of the West Half of the Southeast Quarter of Section 8; thence North 1°18'06" East along the West Line of the South Half of the West Half of the Southeast Quarter of Section 8, a distance of 71.28 feet to a point in an existing east-west fence line being the TRUE POINT OF BEGINNING; thence continuing North 1°18'06" East along said West Line, a distance of 1181.78 feet to the Northwest Corner of the South Half of the West Half of the Southeast Quarter of Section 8; thence South 87°42'41" East along the North Line of the South Half of the West Half of the Southeast Quarter of Section 8, a distance of 63.69 feet; thence South 1°18'06" West parallel with and 63.68 feet distant from aforementioned West Line, a distance of 1180.67 feet to a point on the easterly extension of aforementioned existing east-west fence line; thence North 88°42'43" West along said fence line, a distance of 63.68 feet to the Point of Beginning.

EXCEPTING therefrom that portion of the Southeast Quarter of the Southwest Quarter of Section 8 described as follows: BEGINNING at the Southeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 8; thence North 1°18'06" East along the East Line of the Southeast Quarter of the Southwest Quarter of said Section 8, a distance of 71.28 feet to a point in an existing east-west fence line; thence North 88°42'43" West along said existing fence line and its extension thereof, a distance of 1290.50 feet to a point on the West Line of the Southeast Quarter of the Southwest Quarter of said Section 8 lying 45.36 feet northerly of the Southwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 8; thence South 1°04'09" West along said West Line, a distance of 45.36 feet to said Southwest Corner; thence South 87°33'40" East, a distance of 1290.57 feet to the Point of Beginning.

Reserving over under and across the west 100.00 feet of the above describe property an easement for ingress, egress and utilities.

Parcel 2

TOGETHER WITH a 20 foot wide non-exclusive private road easement for the benefit of the above parcel, the centerline of said easement being described below, which easement will not transfer to any owners of any lots that may be divided from the above parcel, and the granting of said easement does not entitle the grantee or any future owners to build any structures and/or fences on or about said easement. Said easement is described as follows:

A 20 foot wide non-exclusive private road easement for ingress and egress over and across the west half of Section 17 of the southeast quarter of Section 18 and the northeast quarter of Section 19 all within Township 11 South, Range 23 East, Mount Diablo Base and Meridian,

lying 10 feet on each side of the following described centerline: Beginning at the center line of Nicholas Road from which the southwest corner of Section 17, Township 11 South, Range 23 East, Mount Diablo Base and Meridian, bears North 42° 14' 02" East a distance of 1963.59 feet; thence North 17° 46' 40" East 806.70 feet to the beginning of a curve concave to west having a radius of 250.00 feet; thence northeasterly along said curve through a central angle of 47° 20' 26" an arc distance of 206.56 feet; thence North 20° 33' 46" West 55.63 feet to the beginning of a curve concave to the east having a radius of 250.00 feet; thence northerly, along said curve, through a central angle of 41° 31' 14" an arc distance of 181.17 feet; thence North 11° 57' 28" East 108.49 feet to the beginning of a curve concave to the west having a radius of 250.00 feet; thence northerly along said curve through a central angle of 15° 01' 42" an arc distance of 65.57 feet; thence North 03° 04' 14" West 333.28 feet to the beginning of a curve concave to the west having a radius of 250.00 feet; thence northerly along said curve through a central angle of 11° 13' 39" an arc distance of 48.99 feet; thence North 14° 17' 53" West 392.47 feet to the beginning of a curve concave to the southeast having a radius of 75.00 feet; thence northerly and easterly along said curve through a central angle of 92° 10' 06" an arc distance of 120.65 feet; thence North 77° 52' 14" East 33.02 feet to the beginning of a curve concave to the northwest having a radius of 250.00 feet; thence northeasterly along said curve through a central angle of 22° 33' 07" an arc distance of 98.40 feet; thence North 55° 19' 07" East 309.96 feet to the beginning of a curve concave to the northwest having a radius of 250.00 feet; thence northeasterly along said curve through a central angle of 28° 37' 53" an arc distance of 124.93 feet to the beginning of reverse curve concave to the southeast having a radius of 273.04 feet; thence northeasterly along said curve through a central angle of 46° 57' 07" an arc distance of 223.75 feet; thence North 73° 38' 21" East 221.84 feet to the beginning of a curve concave to the south having a radius of 125.00 feet; thence easterly along said curve through a central angle of 20° 43' 19" an arc distance of 45.21 feet; thence South 85° 38' 20" East 111.78 feet, to the beginning of a curve concave to the north having a radius of 250.00 feet; thence easterly along said curve through a central angle of 37° 59' 07" an arc distance of 165.74 feet; thence North 56° 22' 32" East a distance of 118.82 feet to the beginning of a curve concave to the west having a radius of 75.00 feet; thence northeasterly and northerly along said curve through a central angle of 70° 19' 06" an arc distance of 92.05 feet; thence North 13° 56' 34" West a distance of 70.93 feet, to the beginning of a curve concave to the east having a radius of 125.00 feet; thence northeasterly along said curve through a central angle of 38° 08' 04" an arc distance of 83.20 feet; thence North 24° 11' 29" East 166.87 to the beginning of a curve concave to the southeast having a radius of 200.00 feet; thence northeasterly along said curve through a central angle of 46° 12' 30" an arc distance of 161.30 feet; thence North 70° 23' 59" East 232.29 feet to the beginning of a curve concave to the northwest having a radius of 390.00 feet; thence northeasterly and northerly along said curve through a central angle of 62° 41' 27" an arc distance of 426.72 feet; thence North 07° 42' 33" East 195.51 feet to the beginning of a curve concave to the southeast having a radius of 185.00 feet; thence northeasterly and easterly along said curve through a central angle of 93° 06' 46" an arc distance of 300.65 feet; thence South 79° 10' 42" East a distance of 33.37 feet to the beginning of a curve concave to the northwest having a radius of 75.00 feet; thence northeasterly and northerly along said curve through a central angle of 92° 35' 05" an arc distance of 121.19 feet; thence North 08° 14' 13" East a distance of 93.65 feet; thence North 01° 13' 02" East a distance of 2517.05 feet to the north line of said Section 17 and the end of said described Centerline, from which the northwest corner of said Section 17 bears North 88° 15' 23" West a distance of 1361.00 feet.

The sidelines of said easement are to be extended or fore shortened to begin at the north right-of way for Nicholas Road and terminate at the north line of said Section 17.

For the purpose of this Parcel 2 description the west line of the southwest quarter of said Section 17, bears North 01° 18' 14" East.



May 11, 2016
Katrina M. Olsen, LS 7058
McPheeters & Associates
1486 Tollhouse Rd, Suite 107
Clovis, CA 93611
(559) 299-9098
www.mcpheeters.com

Job No. 116117

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. 8330**
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 9th day of April, 2019 by and between Gary Pamplin and Tawny Noreen Pamplin, 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 51257 to allow this contract to be entered **replacing and superceding as to the Subject Property ALCC No. 7745** recorded February 19, 1992 as Instrument Number 92019532 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 Guidelines 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 shall observe and perform said provisions. This contract will be subject to all future 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, **2020.**

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

LANDOWNER

COUNTY OF FRESNO

Gary Pamplin Tawny Pamplin
(Authorized Signature)

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

GARY Pamplin Tawny Pamplin
Print Name & Title

20333 E. Tollhouse Rd. Clovis, CA 93619
Mailing Address

ATTEST:

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

By: Russell Cuyler
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.:
Account No.:
Requisition No.:

G:\4360Devs&Pin\PLANNING\AG\RLCC - Apps\Active Resc-Reentry\RLCC 976 Weldon RR\New Contracts\ALCC No. 8330 Pamplin.doc

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 9, 2019 before me, Lisa K. Craft, Notary Public
(insert name and title of the officer)

personally appeared Nathan Magis,
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)

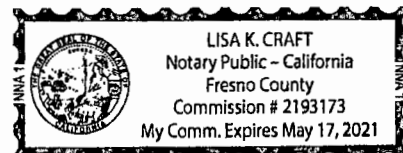


EXHIBIT 'A'

The South Half of the West Half of the Southeast Quarter of Section 8, Township 11 South, Range 23 East, Mount Diablo Base & Meridian according to the official plat thereof.

TOGETHER WITH that portion of the Southeast Quarter of the Southwest Quarter of Section 8, Township 11 South, Range 23 East, Mount Diablo Base & Meridian according to the official plat thereof described as follows: BEGINNING at the Southeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 8; thence North 1°18'06" East along the East Line of the Southeast Quarter of the Southwest Quarter of said Section 8, a distance of 71.28 feet to a point in an existing east-west fence line; thence North 88°42'43" West along said existing fence line and its extension thereof, a distance of 1290.50 feet to a point on the West Line of the Southeast Quarter of the Southwest Quarter of said Section 8 lying 45.36 feet northerly of the Southwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 8; thence South 1°04'09" West along said West Line, a distance of 45.36 feet to said Southwest Corner; thence South 87°33'40" East, a distance of 1290.57 feet to the Point of Beginning.

EXCEPTING therefrom that portion of the South Half of the West Half of the Southeast Quarter of Section 8, Township 11 South, Range 23 East, Mount Diablo Base & Meridian according to the official plat thereof described as follows: Commencing at the Southwest Corner of the South Half of the West Half of the Southeast Quarter of Section 8; thence North 1°18'06" East along the West Line of the South Half of the West Half of the Southeast Quarter of Section 8, a distance of 71.28 feet to a point in an existing east-west fence line being the TRUE POINT OF BEGINNING; thence continuing North 1°18'06" East along said West Line, a distance of 1181.78 feet to the Northwest Corner of the South Half of the West Half of the Southeast Quarter of Section 8; thence South 87°42'41" East along the North Line of the South Half of the West Half of the Southeast Quarter of Section 8, a distance of 63.69 feet; thence South 1°18'06" West parallel with and 63.68 feet distant from aforementioned West Line, a distance of 1180.67 feet to a point on the easterly extension of aforementioned existing east-west fence line; thence North 88°42'43" West along said fence line, a distance of 63.68 feet to the Point of Beginning.



May 11, 2016
Katrina M. Olsen, LS 7058
McPheeters & Associates
1486 Tollhouse Rd, Suite 107
Clovis, CA 93611
(559) 299-9098
www.mcpheeters.com

Job No. 116117

CALIFORNIA ALL-PURPOSE 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 1/14/2019
Date

before me,

Shannon Marie Johnson
Shannon Johnson

Here Insert Name and Title of the Officer

personally appeared

Sary S. Pamplin and

Name(s) of Signer(s)

Tawny N Pamplin

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

Shannon Johnson

Signature of Notary Public

Shannon Marie Johnson

Place Notary Seal Above

OPTIONAL

Though this section is 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: Conservation Contract Document Date: 1/14/2019

Number of Pages: 3 Signer(s) Other Than Named Above: N/A

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: _____