

WHEN RECORDED MAIL TO:

City Clerk
City of Kerman
850 S. Madera Ave.
Kerman, CA 93630

NO FEE - Government Code 6103 & 27383

**STATEMENT OF COVENANTS AFFECTING LAND
DEVELOPMENT ACKNOWLEDGING RIGHT-TO-FARM
LAW FOR THE FINAL MAP OF TRACT NO. 6430**

This covenant and agreement is made by and between the City of Kerman, a general law city ("City"), and WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999 ("Covenantor") located at 275 S. Madera Avenue, #100, Kerman, CA 93630 and is effective the date first appearing on the Clerk's Attestation and signature for the City of Kerman.

RECITALS

WHEREAS, Covenantor is the owner of that certain real property in the City of Kerman, County of Fresno, State of California, hereinafter referred to as the "Subject Property" and more particularly described as follows and by this reference made a part of this Statement of Covenant:

Lots 1 through 119, inclusive, of the Final Map of Tract No. 6430, according to the map thereof recorded on _____, 20____ in Volume _____ of Plats at Page(s) _____, Fresno County Records

The Subject Property is generally located on the southeast corner of the California and Modoc Avenues alignment intersection.

WHEREAS, Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument and that all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor has filed with City a Final Map of Tract No. 6430, hereinafter referred to as the "Final Map;" and

WHEREAS, City desires to obtain covenants from Covenantor to insure the Subject Property is not developed, used, or maintained in such a way as to adversely affect adjoining properties.

COVENANTS, CONDITIONS, AND RESTRICTIONS

For favorable action on, and approval of, Covenantor's application for approval of said Final Map, Covenantor hereby covenants the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, and desirability of the Subject Property, the surrounding property, and the public at large and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Statement of Covenant will run with the Subject Property and shall be binding on each successive owner of the Subject Property and his/her/its heirs, administrators, successors, and assigns.

1. Covenantor hereby acknowledges the declared policy of the City of Kerman and

the County of Fresno is to preserve, protect, and encourage development of its agricultural land and industries and that the subject property is near agricultural districts which are located in the City of Kerman and County of Fresno and that the residents of said property should be prepared to accept the inconveniences and discomfort associated with normal farm activities. Consistent with this policy, Covenantor acknowledges and agrees to comply with California Civil Code section 3482.5 (Right-to-Farm Law), which provides that “No agricultural activity, operation, or facility, or appurtenances thereof, conducted or maintained for commercial purposes, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after it has been in operation for more than three years if it was not a nuisance at the time it began. California Civil Code section 3482.5 is incorporated into this Statement of Covenants as if set forth in full herein.”

2. Covenantor further agrees that no agricultural pursuit, activity, operation, or facility that is consistent with the City of Kerman’s general plan and the City of Kerman’s zoning ordinance, including legal nonconforming uses, and is conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations in Fresno County, shall be or become a nuisance, private or public, due to any changed condition in the vicinity of that agricultural pursuit, activity, operation, or facility, after it has been in operation for more than three years if it was not a nuisance at the time it began, provided that the agricultural pursuit, activity, operation, or facility does not unlawfully obstruct the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin, or any public park, square, street, or highway.

3. The conditions of this Statement of Covenant are intended to benefit the public and public properties, including preserving agricultural land and by promoting a good neighbor policy with agricultural uses. Accordingly, City shall have the right to enforce this Statement of Covenant by any legal or equitable means against Covenantor and such person or persons in actual possession of Subject Property who directly or who through any agent violate the terms hereof.

4. This Statement of Covenant shall burden the Subject Property and constitute a covenant running with the land in favor of and for the benefit of City shall be binding upon the successors, transferees, assigns and heirs of Covenantor. Persons intended to benefit from the conditions of this Statement of Covenant, such as those with an agricultural pursuit, activity, operation, facility, or appurtenances thereof, may also have the right to enforce this Statement of Covenant. Covenantor consents to the recordation of this Agreement with the Fresno County Recorder.

5. The conditions and obligations of this Statement of Covenant shall remain in full force and effect until such time as City finds enforcement of such conditions and obligations are no longer equitable thereafter records a release with the Fresno County Recorder.

6. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Statement of Covenant, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Statement of Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

7. The provisions of this Statement of Covenant shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context so requires, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have duly executed this Statement of Covenant.

CITY OF KERMAN,
a Municipal Corporation

By: _____
John Jansons, City Manager

(Attach Notary Acknowledgment)

ATTEST:

By: _____
Josie Camacho, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy
City Attorney

COVENANTOR

WFK Holdings, LLC, a California limited
liability company

By: _____
Ken Boyd, Manager

The Boyd Trust dated December 23, 1999

By: _____
Kenneth Robert Boyd, Trustee for the
Boyd Trust dated December 23, 1999

By: _____
Susan Kay Boyd, Trustee for the Boyd
Trust dated December 23, 1999

(Attach Notary Acknowledgments)

CALIFORNIA ALL-PURPOSE 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 _____

On _____, 202__ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	_____
☐	CORPORATE OFFICER	_____
☐	PARTNER(S) ☐ LIMITED ☐ GENERAL	TITLE OR TYPE OF DOCUMENT _____
☐	ATTORNEY-IN-FACT	_____
☐	TRUSTEE(S)	NUMBER OF PAGES _____
☐	GUARDIAN/CONSERVATOR	_____
☐	OTHER _____	DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____		SIGNER(S) OTHER THAN NAMED ABOVE _____