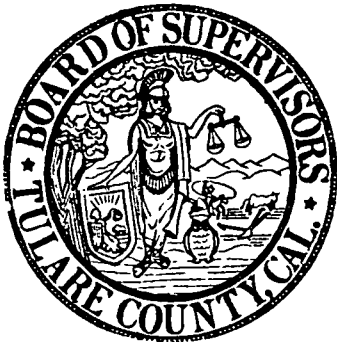


# BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF PARTIAL NON-RENEWAL OF AGRICULTURAL PRESERVE CONTRACTS AND LAND CONSERVATION CONTRACT AMENDMENTS )  
 ) Resolution No. 2018-0560  
 )  
 )  
 )

UPON MOTION OF SUPERVISOR ENNIS, SECONDED BY SUPERVISOR CROCKER, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD JUNE 26, 2018, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS CROCKER, VANDER POEL, SHUKLIAN, WORTHLEY, AND ENNIS  
 NOES: NONE  
 ABSTAIN: NONE  
 ABSENT: NONE



ATTEST: MICHAEL C. SPATA  
 COUNTY ADMINISTRATIVE OFFICER/  
 CLERK, BOARD OF SUPERVISORS

BY: Mary Ronello  
 Deputy Clerk

\*\*\*\*\*

- Authorized the filing of Notices of Partial Non-Renewal for the following three (3) Land Conservation Contracts, as provided in the Williamson Act. The request fulfills conditions resulting from two (2) Tentative Parcel Maps & one (1) Lot Line Adjustment Map:  
**WAN 17-029** – Williamson Act Contract No. 16108, Ag. Preserve No. 4234, located at 2529 Wirht Ave, on the south side of Avenue 282 (Wirht Avenue), approximately 937 feet east of Road 204, east of Exeter (APN: 134-030-040) (Nellie R. Wilson) (1.30-acre to be Non-Renewed as a condition of PPM 17-044) (23.70 acres are subject to contract amendment).  
**WAN 18-001** – Williamson Act Contract No. 4302, Ag. Preserve No. 1278, located at 39295 Road 96, on the west side of Road 96, approximately 2,000 feet south of Avenue 400 (State Highway 201), south of Dinuba (APN: 030-150-007) (Michael Penner, Penner Enterprises, Inc. a California Corporation and Brett Smittcamp, Wawona Packing Company, LLC) (1.90 acres to be Non-Renewed as a condition of PPM 17-049) (33.10 acres are subject to contract amendment).  
**WAN 18-004** – Williamson Act Contract No. 7456, Ag. Preserve No. 4, located at 25986 Road 212, on the east side of Road 212, approximately 1,500 feet north of

Avenue 256, southeast of Exeter (APN: 142-190-031) (Donald A. & Janet D. Stutsman) (2.05 acres to be Non-Renewed as a condition of PLA 17-007) (38.45 acres are subject to contract amendment).

2. Approved the execution of amendments to the Land Conservation Contracts as conditions of approval for the aforementioned Partial Non-Renewals; and
3. Authorized the Chairman to sign the amendments to the Williamson Act Contracts.

RMA

HAR  
06/26/2018



**RESOURCE  
MANAGEMENT AGENCY  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One

PETE VANDER POEL  
District Two

AMY SHUKLIAN  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** June 26, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Celeste Perez    PHONE: (559) 624-7010

**SUBJECT:** Partial Non-Renewal of Agricultural Preserve Contracts and Land Conservation Contract Amendments

**REQUEST(S):**

That the Board of Supervisors:

1. Authorize the filing of Notices of Partial Non-Renewal for the following three (3) Land Conservation Contracts, as provided in the Williamson Act. The request fulfills conditions resulting from two (2) Tentative Parcel Maps & one (1) Lot Line Adjustment Map:

WAN 17-029 – Williamson Act Contract No. 16108, Ag. Preserve No. 4234, located at 2529 Wirht Ave, on the south side of Avenue 282 (Wirht Avenue), approximately 937 feet east of Road 204, east of Exeter (APN: 134-030-040) (Nellie R. Wilson) (1.30-acre to be Non-Renewed as a condition of PPM 17-044) (23.70 acres are subject to contract amendment).

WAN 18-001 – Williamson Act Contract No. 4302, Ag. Preserve No. 1278, located at 39295 Road 96, on the west side of Road 96, approximately 2,000 feet south of Avenue 400 (State Highway 201), south of Dinuba (APN: 030-150-007) (Michael Penner, Penner Enterprises, Inc. a California Corporation and Brett Smittcamp, Wawona Packing Company, LLC) (1.90 acres to be Non-Renewed as a condition of PPM 17-049) (33.10 acres are subject to contract amendment).

WAN 18-004 – Williamson Act Contract No. 7456, Ag. Preserve No. 4, located at 25986 Road 212, on the east side of Road 212, approximately

**SUBJECT:** Partial Non-Renewal of Agricultural Preserve Contracts and Land Conservation Contract Amendments

**DATE:** June 26, 2018

1,500 feet north of Avenue 256, southeast of Exeter (APN: 142-190-031) (Donald A. & Janet D. Stutsman) (2.05 acres to be Non-Renewed as a condition of PLA 17-007) (38.45 acres are subject to contract amendment).

2. Approve the execution of amendments to the Land Conservation Contracts as conditions of approval for the aforementioned Partial Non-Renewals; and
3. Authorize the Chairman to sign the amendments to the Williamson Act Contracts.

**SUMMARY:**

Three (3) Notices of Partial Non-Renewal of Williamson Act Contracts have been received pursuant to Government Code Section 51245 (Williamson Act). The notices were filed to meet conditions of approval for two Tentative Parcel Maps and one Lot Line Adjustment Map. The notices will affect 5.25 acres. The amended Land Conservation Contracts will affect a total of ±95.25 acres.

On February 10, 2009, your Board adopted policy (Resolution No. 2009-0091) applicable to actions involving Williamson Act Contracts occurring after July 22, 2008, including Partial Non-Renewals that require that when taking the above actions, the Williamson Act contract will be amended to include language giving the Board authority to unilaterally declare the contract terminated, as null and void should the State of California fail to pay subvention funds off-setting property tax loss as required by the Open Space Subvention Act and language suggested from the County of Humboldt vs. McKee case (165 Cal. App. 4<sup>th</sup> 1476 (CA 1<sup>st</sup> Dist. 2008)) requiring compliance with new land use regulations and policies upon the annual renewal of existing contracts. Your Board required the new provision for termination to be implemented for alterations to Land Conservation Contracts, including Partial Non-Renewal applications, submitted after July 22, 2008.

The above-referenced Notices of Partial Non-Renewal were submitted after July 22, 2008, and are subject to the requirements for an amended contract.

**FISCAL IMPACT/FINANCING:**

In 2011 approval of Senate Bill 80 (Chapter 11, Statutes of 2011) eliminated all state subvention payments to eligible counties and cities. Therefore, the current impact to the General Fund will be a decrease of \$0 in annual State subvention revenue from the removal of 5.25 acres of Williamson Act contracted lands. However, increased property taxes on contracts in Non-Renewal will increase revenue to the County.

The Non-Renewal process typically takes ten years for the Land Conservation Contract to end. Property assessments and tax revenue increase incrementally during Non-Renewal and reach full market value when the property completes Non-Renewal. The County General Fund receives only sixteen percent (16%) of total property tax revenue charged to a property.



**SUBJECT:** Partial Non-Renewal of Agricultural Preserve Contracts and Land Conservation Contract Amendments

**DATE:** June 26, 2018

With the passage of AB 1265 in 2011, if counties receive less than one-half of their foregone General Fund property tax revenue from the State Open Space Subvention Program, they are authorized to implement a new provision of the Williamson Act to allow contracts to be shortened from ten years to nine years. The policies of AB 1265 were implemented by the Tulare County Board of Supervisors Res. No. 2010-0926.

In addition, pursuant to Government Code Section 51244, the County will be authorized to recapture 10% of the participating landowners' property tax savings. The applicants pay the filing fees to process the partial Non-Renewal applications. The application for the PNR had a flat filing fee of \$463 for each application submitted. Applicants for Land Conservation Contract Amendments without Partial Non-Renewals are not currently charged a filing fee. There is currently no applicant fee for staff time involved in preparing amended Williamson Act contracts.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The County's five-year strategic plan includes the economic well-being initiative to promote economic development opportunities and effective growth management. The approval of the partial would allow for the reorganization and separation of home sites from agricultural portions of the identified parcels.

**ADMINISTRATIVE SIGN-OFF:**



Michael Washam  
Associate Director

  
Reed Schenke, P.E.  
Director

cc: County Administrative Office

Attachment(s) Related Documents and Amended Contracts for each of the following:

1. WAN 17-029 – Wilson (Partial Non-Renewal)
2. WAN 18-001 – Penner -Wawona (Partial Non-Renewal)
3. WAN 18-004 – Stutsman (Partial Non-Renewal)

## **Attachment 1**

### **Attachments for WAN 17-029 (Wilson)**

- Partial Non-Renewal Application
  - Exhibit A: Subject Parcel Legal Description
  - Exhibit B: Ag Preserve Map
- Amended Contract 16108A:
  - Exhibit A: Contract Land Legal Description
  - Exhibit B: Map of Land in Amended Contract

WAN 17-029

RECORDING REQUESTED BY and  
WHEN RECORDED RETURN TO:

Clerk, Board of Supervisors  
2800 West Burrel Avenue  
Visalia, CA 93291-4582

(No Recording Fee, Per Govt. Code Section 6103)

SPACE ABOVE FOR RECORDER'S USE ONLY

**NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT**

**[DIRECTIONS:** Provide the information requested on Page 1, with all property owners' signatures Notarized; include the legal description of the subject contracted parcel(s) as "Exhibit A" and attach a copy of the most recent Deed for the parcel(s). Return the completed application form and deed to the Tulare County Resource Management Agency (RMA), Permit Center, 5961 S. Mooney Blvd, Visalia, CA 93277, along with the current Filing Fee.]

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2018. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A" and illustrated as "Exhibit B." I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s) 134-030-040 (Portion)

Acreage Size 1.30 if applicable: Condition of Approval of Planning Project No. PPM17-044

By execution hereof, the undersigned parties declare under penalty of perjury that he/she/they constitute and are all of the fee title owners of the property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

Name, mailing address, and phone number of each current owner of subject property: (please type or print)

Nellie R. Wilson

2529 Wirht Ave., Exeter, CA 93221

Signature of each current owner: (witnessed by below-named Notary Public)

Nellie R. Wilson

"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 Tulare } S. S.

On February 9, 2018 before me,

Tristany D. Mazon a Notary Public

in and for said County and State, personally appeared (printed names) :

Nellie R Wilson

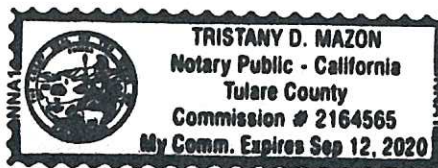
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Tristany D. Mazon

Attachments: Exhibit A: Legal Description, Exhibit B: Map





**NOTE to Applicants:** This form can be used to Nonrenew only one Land Conservation Contract. If your application involves more than one Assessor's Parcel Number (APN) and said APNs are under different contracts (or are under different vestings/ownerships), then you must file separate Nonrenewal applications for each contract or vesting. Please contact RMA staff at 559-624-7100 for verification if more than one APN is applied for.

**(Below For Official Use Only)**

The County of Tulare RMA, Economic Development and Planning Branch, has advised the Clerk of the Board of Supervisors that the foregoing Notice of Non-Renewal applies to a portion of property as described by "Exhibit A" under the following Land Conservation Contract:

Agricultural Preserve No. 4234

Land Conservation Contract No. 16108

Recorded on (Date) January 24, 1991 as Document No. 1991-0004621

Name(s) of Original/Contract Owner(s) Jeffrey L. Raymond and Linda Raymond

The Tulare County Board of Supervisors authorized and accepted service of the foregoing Notice of Partial Nonrenewal on \_\_\_\_\_ by Resolution No. \_\_\_\_\_.

Dated: \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors of the County of Tulare

"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 TULARE )

On \_\_\_\_\_ before me, a Deputy Clerk \_\_\_\_\_ of the Board of Supervisors of the County of Tulare, personally appeared \_\_\_\_\_ 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/she executed the same in his/her authorized capacity, and that by his/her 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 by hand and official seal.  
Clerk of the Board of Supervisors  
County of Tulare, pursuant to the  
Authority of Civil Code  
Sections 1181 and 1184.

Signature: \_\_\_\_\_  
Deputy Clerk

**COPIES SENT TO:**  
RMA, Countywide Planning Division  
County Assessor - 2  
State Dept. of Conservation

DATE: \_\_\_\_\_ (2017)



**“Exhibit A”**

Legal Description of land affected by this Notice of Partial Nonrenewal of Land Conservation Contract

**Parcel No. 1**

That portion of Lot 7 of Pen Lan Colony, in the County of Tulare, State of California, as per Map recorded in Book 2, Page 65 of Maps, Tulare County Records, described as follows:

Commencing for reference at the Northwest corner of said Lot 7 of Pen Lan Colony, said Northwest corner being 20 feet South and 20 feet East of the intersection of the centerlines of Avenue 282 and Road 206;

Thence East along the North line of said Lot 7 a distance of 251.39 feet to the **True point of Beginning**;

Thence South 0°17'01" West a distance of 265.00 feet;

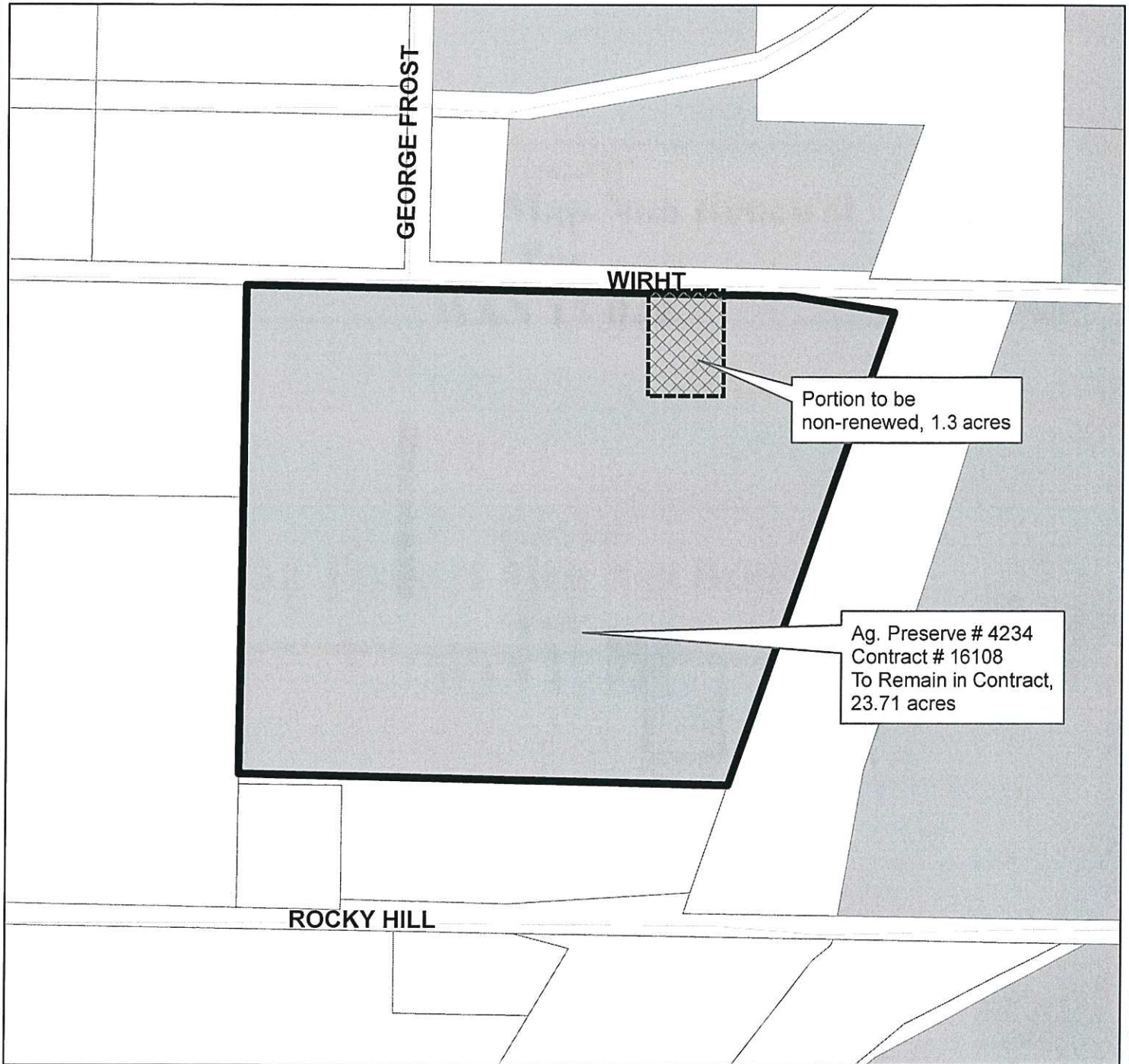
Thence East and parallel with the North line of said Lot 7 a distance of 213.00 feet;

The North 0°17'01" East a distance of 265.00 feet to a point on the North line of said Lot 7;

Thence West along the North line of said Lot 7 a distance of 213.00 feet to the **True point of Beginning**.



"Exhibit B"  
**Ag. Preserve Map Non Renewal**  
**For**  
**WAN 17-029**



Owner: Nellie R. Wilson  
 Address: 2529 Wirht Avenue  
 City, State, ZIP: Exeter, CA 93221  
 Applicant: same  
 Agent: Neil Zerlang-Land Surveyor  
 Supervisorial District: 1  
 Assessors Parcel: 134-030-040

0 500 Feet

Site  
 Parcels  
**Ag. Preserves 2017**  
 Williamson Act Preserves  
 Williamson Act Preserves - Non Renewal  
 Farmland Security Zone Contracts

1 RECORDING REQUESTED BY and  
2 WHEN RECORDED RETURN TO:

3  
4 Clerk, Board of Supervisors  
5 2800 West Burrel Avenue  
6 Visalia, CA 93291-4582  
7 (No Recording Fee, Per Government  
8 Code Section 6103)  
9

10  
11 AG PRESERVE NO. 4234  
12 RESOLUTION NO. 1990-1447

*Area for Recorder's Use Only*

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 16108  
17 RECORDED ON JANUARY 24, 1991 AS DOCUMENT NO. 1991-0004621  
18

19  
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 16108A, RESOLUTION  
22 NO. \_\_\_\_\_, is made and entered into as a result of a Tentative Parcel Map  
23 Application No. PPM 17-044 for APN No. 134-030-040, as of this \_\_\_\_\_ day  
24 of \_\_\_\_\_, 2018, by and between Nellie R. Wilson, hereinafter referred to as the  
25 "Owner", and the COUNTY of TULARE, hereinafter referred to as the "County";

26  
27 WITNESSETH  
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of  
30 California, under Land Conservation Contract No. 16108 hereinafter referred to as  
31 "Subject Property", which is described for A.P.N. No(s). 134-030-040 with legal  
32 description as described in Exhibit A and illustrated in Exhibit B.

33 WHEREAS, this contract amendment applies only to the owners of the Subject  
34 Property: A.P.N. No. 134-030-040



1           WHEREAS, the original Land Conservation Contract was entered into pursuant  
2 to the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an  
3 enforceable restriction under the provisions of Section 421 et seq. of the State Revenue  
4 and Taxation Code;

5           WHEREAS, the Owner has applied for a Partial Non-Renewal of said Land  
6 Conservation Contract Number 16108 in regards to all or a portion of the Subject  
7 Property APN 134-030-040 to satisfy the conditions set forth as a Condition of Approval  
8 of Project Number (if applicable) PPM 17-044 owner's application for a Tentative Parcel  
9 Map;

10           WHEREAS, the County in consideration for granting the Partial Non-Renewal,  
11 desires to amend Land Conservation Contract Number 16108 in regards to the land  
12 owned by Owner to include a provision which states that the original contract and that  
13 portion subject to the project, will continue to be in full force and effect, subject to the  
14 express condition that funds be annually appropriated by the State of California, and that  
15 annual payments continue to be made to the County by the State Controller, under the  
16 provisions of the Open Space Subvention Act (California Government Code section  
17 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may  
18 terminate the Contract in regards to the land owned by Owner and declare it null and  
19 void.

20           WHEREAS, this amendment does not change any of the terms and conditions of  
21 the original Land Conservation Contract other than those stated herein.



1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 16108A is  
3 entered into pursuant to the Williamson Act and all of the provisions of said Act,  
4 including any amendments hereafter enacted, are hereby incorporated by reference and  
5 made a part of this Contract as if fully set forth herein.

6 2. The Board of Supervisors of the County may from time to time during the  
7 term of the Contract and any renewals thereof, by resolution or ordinance, add to the  
8 permissible uses of the Subject Property listed in the Resolution establishing the  
9 Preserve. However, the Board of Supervisors may not during the terms of the Contract  
10 and any renewals thereof eliminate any of the permitted uses for the Subject Property, as  
11 set forth in said Resolution or Ordinance, without the prior written consent of the Owner.

12 3. Nothing in this Contract shall limit or supersede the planning, zoning, and  
13 other police powers of the County, and the right of the County to exercise such powers  
14 with regard to the Subject Property. All uses of and actions regarding the Subject  
15 Property shall comply with all applicable local ordinances, regulations, resolutions and  
16 state laws, as adopted or amended from time to time.

17 4. This Land Conservation Contract is made expressly conditioned upon the  
18 State's continued compliance with the provisions of the Open Space Subvention Act. If  
19 in any year the State fails to make any of the subvention payments to the County required  
20 under the provision of the Open Space Subvention Act, then this Contract, at the option  
21 of, and in the sole and absolute discretion of the County, may be terminated by the  
22 County and declared null and void. The State's failure to make such payments may be  
23 due to non-appropriation of funds by the Legislature, failure to disburse appropriated

1 funds, amendment or repeal of the applicable provisions of the Open Space Subvention  
2 Act, or by any other cause whatsoever. The County may exercise its option to declare the  
3 Contract null and void by delivering notice to the Department of Conservation, Division  
4 of Land Resource Protection, Owner or successors or assigns, and by recording such  
5 notice in the Official Records of Tulare County. This Amended Land Conservation  
6 Contract No. 16108A, regarding land owned by Owner, shall terminate with no  
7 continuing contractual rights of any kind; provided, however, that the owner may apply  
8 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise  
9 may be provided by law.

10 5. Any notices required to be given to the County under this Amendment to  
11 Land Conservation Contract shall be delivered to the Clerk of the Board of Supervisors of  
12 the County, and any notices to be given to the Owner shall be mailed to the following  
13 name(s) and address(es):

14 Name, mailing address, and phone number of each current owner(s) of subject property:  
15 (please type or print)

16  
17 Nellie R. Wilson, 2529 Wirht Avenue, Exeter, CA 93221 (559) 280-9027  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_

21  
22 \* \* \*  
23

24 **By execution hereof, the undersigned parties declare under penalty of perjury that**  
25 **he/she/they constitute and are all of the fee title owners of the Subject Property**  
26 **described herein, and are, or are the successors-in-interest of, the owners of such**  
27 **property who entered into the Land Conservation Contract.**

1 IN WITNESS WHEREOF, the parties have executed this Contract (signature of  
2 each current owner, witnessed by below-named Notary Public):  
3

4 OWNER(S)

5  
6 NELLIE R WILSON  
7 (Print Name)

8 Nellie R Wilson  
9 (Signature)

10  
11  
12  
13  
14  
15 "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the  
16 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."  
17

18 **ACKNOWLEDGMENT**

19  
20 STATE OF CALIFORNIA  
21 COUNTY OF Tulare } s. s.

22  
23 On February 9, 2018 before me,

24  
25 Tristany D. Mazon a Notary Public  
26 in and for said County and State, personally appeared (printed names) :

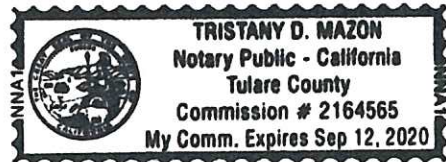
27  
28 Nellie R Wilson  
29

30 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
31 is/are subscribed to the within instrument and acknowledged to me that he/she/they  
32 executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
33 signature(s) on the instrument the person(s), or the entity upon behalf of which the  
34 person(s) acted, executed the instrument.

35 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
36 foregoing paragraph is true and correct.

37  
38 WITNESS my hand and official seal

39  
40 Signature Jmazon





1 **COUNTY OF TULARE**

2  
3  
4 **BY:** \_\_\_\_\_  
5 **Chairman, Board of Supervisors**

**ATTEST: County Administrative Officer**  
**Clerk, Board of Supervisors**

6  
7 **BY:** \_\_\_\_\_  
8 **Deputy Clerk**

9  
10  
11  
12  
13 \* AREA TO BE COMPLETED BY BOARD'S NOTARY \*

14  
15 "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the  
16 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

17 **ACKNOWLEDGMENT**

18  
19 **STATE OF CALIFORNIA )**  
20 **) ss.**  
21 **COUNTY OF TULARE )**  
22

23 On \_\_\_\_\_ before me, \_\_\_\_\_ a  
24 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,  
25

26 personally appeared \_\_\_\_\_, who proved to me  
27 on the basis of satisfactory evidence to be the person whose name is subscribed to the  
28 within instrument and acknowledged to me that he/she executed the same in his/her  
29 authorized capacity, and that by his/her signature on the instrument the person, or the  
30 entity upon behalf of which the person acted, executed the instrument.

31  
32 **I certify under PENALTY OF PERJURY under the laws of the State of California**  
33 **that the foregoing paragraph is true and correct.**  
34

35 **WITNESS my hand and official seal.**

36  
37 \_\_\_\_\_  
38 **Signature of Notary Public County and State**  
39

40 Attachment



1 **EXHIBIT A**  
2 **LEGAL DESCRIPTION OF SUBJECT LAND CONSERVATION CONTRACT**  
3 **PROPERTY**  
4

5 **Portion to be non-renewed shown as Parcel 1 of PPM 17-044**

6 That portion of Lot 7 of Pen Lan Colony, in the County of Tulare, State of California, as  
7 per Map recorded in Book 2, Page 65 of Maps, Tulare County Records, described as  
8 follows:  
9

10 Commencing for reference at the Northwest corner of said Lot 7 of Pen Lan  
11 Colony, said Northwest corner being 20 feet South and 20 feet East of the  
12 intersection of the centerlines of Avenue 282 and Road 206;

13  
14 Thence East along the North line of said Lot 7 a distance of 251.39 feet to the  
15 **True Point of Beginning;**

16  
17 Thence South 0°17'01" West a distance of 265.00 feet;

18  
19 Thence East and parallel with the North line of said Lot 7 a distance of 213.00  
20 feet;

21  
22 The North 0°17'01" East a distance of 265.00 feet to a point on the North line of  
23 said Lot 7;

24  
25 Thence West along the North line of said Lot 7 a distance of 213.00 feet to the  
26 **True Point of Beginning.**

27  
28  
29 **Portion to remain within Land Conservation Contract subject to Amendment**  
30 **shown as Parcel No. 2 of PPM 17-044**

31 That portion of Lot 7 of Pen Lan Colony, in the County of Tulare, State of California, as  
32 per Map recorded in Book 2, Page 65 of Maps, Tulare County Records, lying westerly of  
33 the Kern Friant Canal.

34  
35 **Excepting therefrom** the South 252.95 feet thereof.

36  
37 **Also excepting therefrom** that portion of said Lot 7 described as follows:

38 Commencing for reference at the Northwest corner of said Lot 7 of Pen Lan  
39 Colony, said Northwest corner being 20 feet South and 20 feet East of the  
40 intersection of the centerlines of Avenue 282 and Road 206;

41  
42 Thence East along the North line of said Lot 7 a distance of 251.39 feet to the  
43 **True Point of Beginning;**

44  
45 Thence South 0°17'01" West a distance of 265.00 feet;

1 Thence East and parallel with the North line of said Lot 7 a distance of 213.00  
2 feet;

3  
4 The North 0°17'01" East a distance of 265.00 feet to a point on the North line of  
5 said Lot 7;

6  
7 Thence West along the North line of said Lot 7 a distance of 213.00 feet to the  
8 **True Point of Beginning.**

9  
10 Lot 8 of Pen Lan Colony, in the County of Tulare, State of California, as per Map  
11 recorded in Book 2, Page 65 of Maps, Tulare County Records

12  
13 **Excepting therefrom** the West 987.00 feet of Lot 8.

14  
15 **Also excepting therefrom** the South 252.95 feet thereof.

16  
17 That portion of Olive Street, 40 feet wide included within the westerly extension of the  
18 North and South line of Lot 7 of Pen Lan Colony, in the County of Tulare, State of  
19 California, as per Map recorded in Book 2, Page 65 of Maps, Tulare County Records,  
20 abandoned as a public road by the Board of Supervisors Resolution No. 83-305, recorded  
21 March 17, 1983 in Book 4051, Page 443, Document No. 12581, Official Records.

22  
23 **Excepting therefrom** the South 252.95 feet thereof.

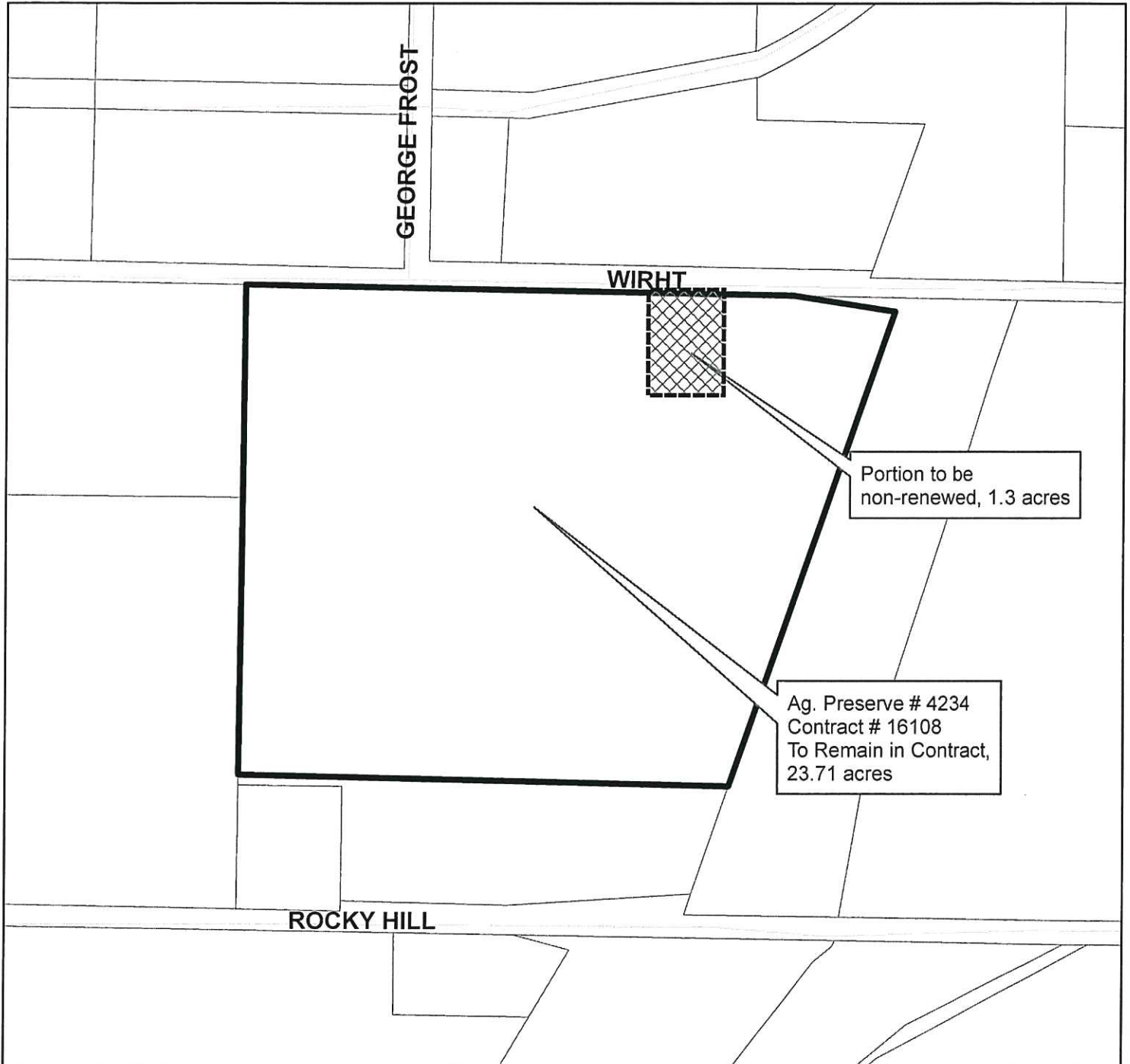
24



# Exhibit "B"

## Land in Amended Contract # 16108

### Agricultural Preserve # 4234



Owner: Nellie R. Wilson  
 Address: 2529 Wirht Avenue  
 City, State, ZIP: Exeter, CA 93221  
 Applicant: same  
 Agent: Neil Zerlang-Land Surveyor  
 Supervisorial District: 1  
 Assessor's Parcel: 134-030-040



## **Attachment 2**

### **Attachments for WAN 18-001 (Penner-Wawona)**

- Partial Non-Renewal Application
  - Exhibit A: Subject Parcel Legal Description
  - Exhibit B: Ag Preserve Map
- Amended Contract 4302A:
  - Exhibit A: Contract Land Legal Description
  - Exhibit B: Map of Land in Amended Contract



WAN 18-001

RECORDING REQUESTED BY and  
WHEN RECORDED RETURN TO:

Clerk, Board of Supervisors  
2800 West Burrel Avenue  
Visalia, CA 93291-4582

(No Recording Fee, Per Govt. Code Section 6103)

SPACE ABOVE FOR RECORDER'S USE ONLY

### NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT

[DIRECTIONS: Provide the information requested on Page 1, with all property owners' signatures Notarized; include the legal description of the subject contracted parcel(s) as "Exhibit A" and attach a copy of the most recent Deed for the parcel(s). Return the completed application form and deed to the Tulare County Resource Management Agency (RMA), Permit Center, 5961 S. Mooney Blvd, Visalia, CA 93277, along with the current Filing Fee.]

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2018. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A" and illustrated as "Exhibit B." I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 030-150-007 (Portion)

Acreage Size 1.90 ac if applicable: Condition of Approval of Planning Project No. PPM 17-049  
By execution hereof, the undersigned parties declare under penalty of perjury that he/she/they constitute and are all of the fee title owners of the property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

Name, mailing address, and phone number of each current owner of subject property: (please type or print)

Penner Enterprises, Inc. (559) 351-8789 Wawona Packing Co. LLC (559) 528-4000  
PO Box 209 Reedley, Ca. 12133 Ave 408 Cutler, Ca. 93615

Signature of each current owner: (witnessed by below-named Notary Public)

[Signature] [Signature]

"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 Tulare } S. S.

On March 20, 2018 before me,  
Tara Sondergaard a Notary Public  
in and for said County and State, personally appeared (printed names):

Michael Penner  
Brent Smittcamp

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 Tara Sondergaard  
Attachments: Exhibit A: Legal Description, Exhibit B: Map



**NOTE to Applicants:** This form can be used to Nonrenew only one Land Conservation Contract. If your application involves more than one Assessor's Parcel Number (APN) and said APNs are under different contracts (or are under different vestings/ownerships), then you must file separate Nonrenewal applications for each contract or vesting. Please contact RMA staff at 559-624-7100 for verification if more than one APN is applied for.

**(Below For Official Use Only)**

The County of Tulare RMA, Economic Development and Planning Branch, has advised the Clerk of the Board of Supervisors that the foregoing Notice of Non-Renewal applies to a portion of property as described by "Exhibit A" under the following Land Conservation Contract:

Agricultural Preserve No. 1278

Land Conservation Contract No. 4302

Recorded on (Date) February 3, 1971 as Document No. 1971-0004290

Name(s) of Original/Contract Owner(s) John P. Bergmann

The Tulare County Board of Supervisors authorized and accepted service of the foregoing Notice of Partial Nonrenewal on \_\_\_\_\_ by Resolution No. \_\_\_\_\_.

Dated: \_\_\_\_\_

Deputy Clerk of the Board of Supervisors of the County of Tulare

"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 TULARE )

On \_\_\_\_\_ before me, a Deputy Clerk \_\_\_\_\_ of the Board of Supervisors of the County of Tulare, personally appeared \_\_\_\_\_ 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/she executed the same in his/her authorized capacity, and that by his/her 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 by hand and official seal.  
Clerk of the Board of Supervisors  
County of Tulare, pursuant to the  
Authority of Civil Code  
Sections 1181 and 1184.

Signature: \_\_\_\_\_  
Deputy Clerk

**COPIES SENT TO:**  
RMA, Countywide Planning Division  
County Assessor - 2  
State Dept. of Conservation

DATE: \_\_\_\_\_

(2017)



**"Exhibit A"**

Penner Enterprises

Revised 07 May 2018

PARCEL 1

That portion of the East half of the Northwest quarter of Section 28, Township 16 South, Range 24 East, Mount Diablo Meridian County of Tulare, State of California, according to the Official Plat there of lying South of the South line of the Southern Pacific Railroad Company's Right of way, described as follows:

Commencing at the East quarter corner of said Section 28; thence North 00°17'01" West along the east line of said Northwest quarter a distance of 427.05 feet to the True Point of Beginning; thence leaving said east line North 73°33'47" West a distance of 52.66 feet; thence North 44°00'29" West a distance of 557.23 feet; thence South 89°27'55" West a distance of 222.23 feet; thence North 00°55'33" West a distance of 171.26 feet; thence South 88°42'55" West a distance of 63.68 feet; thence North 00°55'33" West a distance of 220.76 feet to the South line of said Southern Pacific Railroad Company; thence South 42°51'20" East along said South line a distance of 1072.98 feet to the east line of said Northwest quarter; thence South 00°17'01" East along said east line a distance of 17.59 feet to the True Point of Beginning.

Along with an easement for ingress, egress, maintenance and use of an existing well, pumping plant, solar panels and associated equipment including but not limited to poles, electrical panels and wires located in the Northeast quarter of Section 28, Township 16 South, Range 24 East, Mount Diablo Meridian, in the County of Tulare, State of California, described as follows:

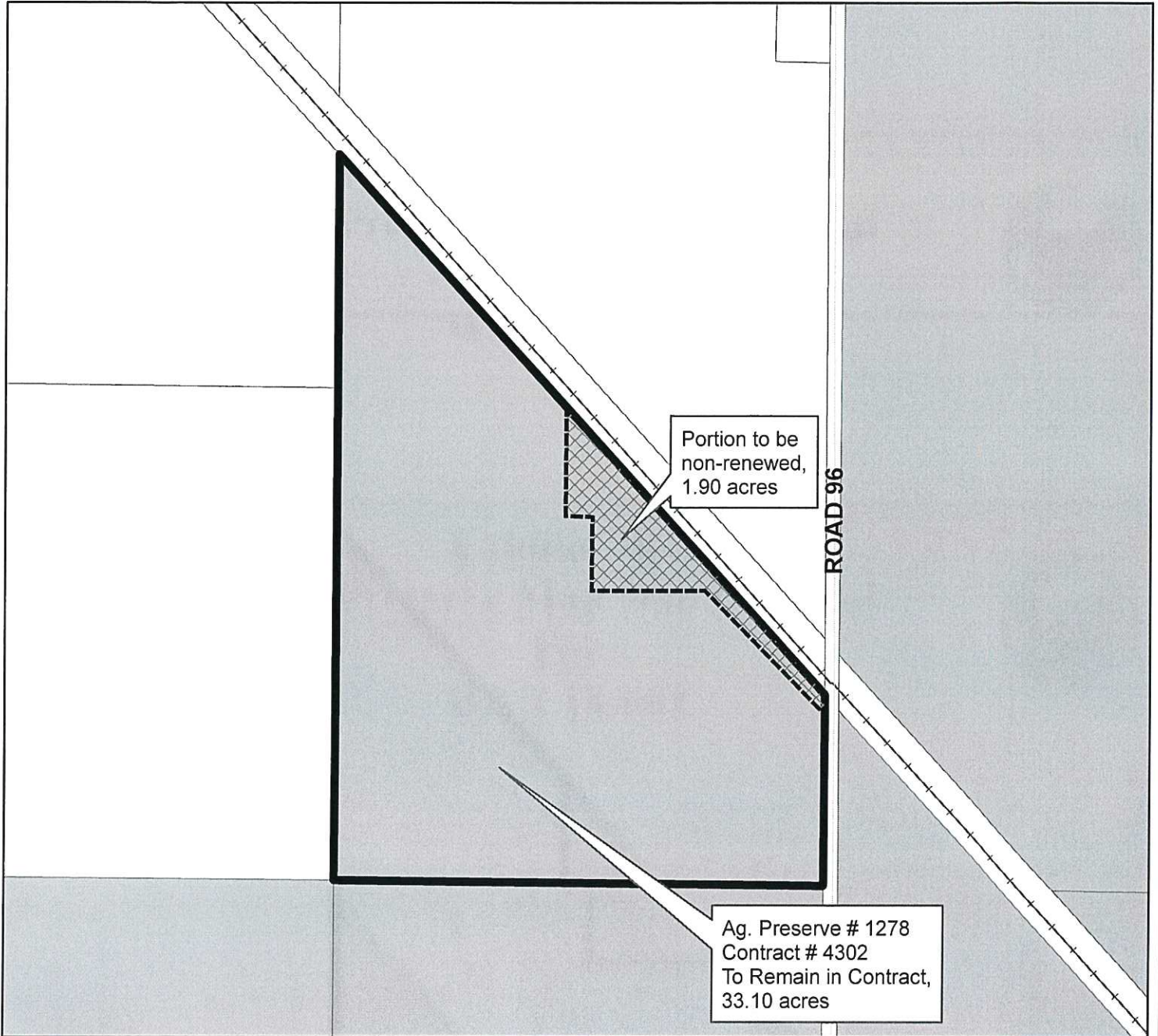
Commencing at the East quarter corner of said Section 28; thence North 00°17'01" West along the east line of said Northeast quarter a distance of 444.64 feet to the southerly right of way of the Southern Pacific Railroad Company; thence North 42°51'20" West along said southerly right of way a distance of 1072.98 feet; thence leaving said right of way South 00°55'33" East a distance of 74.83 feet to the True Point of Beginning of said easement; thence continuing South 00°55'33" East a distance of 22.45 feet; thence North 42°51'20" West a distance of 721.10 feet; thence South 89°56'29" West a distance of 110.91 feet; thence North 00°03'31" West a distance of 83.63 feet; thence North 56°16'15" East a distance of 40.07 feet; thence South 42°51'20" East parallel with said southerly right of way a distance of 834.76 feet to the True Point of Beginning.





# Exhibit "B"

## Ag. Preserve Map Non Renewal For WAN 18-001



Owner: Michael Penner  
Penner Enterprises, Inc.  
A California Corporation  
Address: P. O. Box 209  
City, State, ZIP: Reedley, CA 93654  
Applicant: same  
Agent: Forester, Weber & Associates, LLC  
Supervisory District: 4  
Assessors Parcel: 030-150-007



- Site
- Parcels
- Ag. Preserves Year 2017**
- Williamson Act Preserves
- Williamson Act Preserves - Non Renewal
- Farmland Security Zone Contracts



1 RECORDING REQUESTED BY and  
2 WHEN RECORDED RETURN TO:

3  
4 Clerk, Board of Supervisors  
5 2800 West Burrel Avenue  
6 Visalia, CA 93291-4582  
7 (No Recording Fee, Per Government  
8 Code Section 6103)  
9

10  
11 AG PRESERVE NO. 1278  
12 RESOLUTION NO. 1970-2356

*Area for Recorder's Use Only*

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 4302  
17 RECORDED ON FEBRUARY 3, 1971 AS DOCUMENT NO. 1971-0004290  
18

19  
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 4302A, RESOLUTION NO. \_\_\_\_\_,  
22 is made and entered into as a result of a Tentative Parcel Map Application No. PPM 17-  
23 049 for APN No. 030-150-007, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by  
24 and between Michael Penner, Penner Enterprises, Inc. a California Corporation & Brett  
25 Smittcamp, Wawona Packing Company, LLC, hereinafter referred to as the "Owner", and  
26 the COUNTY of TULARE, hereinafter referred to as the "County";

27  
28 WITNESSETH  
29

30 WHEREAS, the Owner owns real property in the County of Tulare, State of  
31 California, under Land Conservation Contract No. 4302 hereinafter referred to as  
32 "Subject Property", which is described for A.P.N. No(s). 030-150-007 with legal  
33 description as described in Exhibit A and illustrated in Exhibit B.

34 WHEREAS, this contract amendment applies only to the owners of the Subject  
35 Property: A.P.N. No. 030-150-007



1           WHEREAS, the original Land Conservation Contract was entered into pursuant  
2 to the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an  
3 enforceable restriction under the provisions of Section 421 et seq. of the State Revenue  
4 and Taxation Code;

5           WHEREAS, the Owner has applied for a Partial Non-Renewal of said Land  
6 Conservation Contract Number 4302 in regards to all or a portion of the Subject Property  
7 APN 030-150-007 to satisfy the conditions set forth as a Condition of Approval of  
8 Project Number (if applicable) PPM 17-049 owner's application for a Tentative Parcel  
9 Map;

10           WHEREAS, the County in consideration for granting the Partial Non-Renewal,  
11 desires to amend Land Conservation Contract Number 4302 in regards to the land owned  
12 by Owner to include a provision which states that the original contract and that portion  
13 subject to the project, will continue to be in full force and effect, subject to the express  
14 condition that funds be annually appropriated by the State of California, and that annual  
15 payments continue to be made to the County by the State Controller, under the provisions  
16 of the Open Space Subvention Act (California Government Code section 16140, et. seq.),  
17 and that if said funds are not appropriated or dispersed the County may terminate the  
18 Contract in regards to the land owned by Owner and declare it null and void.

19           WHEREAS, this amendment does not change any of the terms and conditions of  
20 the original Land Conservation Contract other than those stated herein.



1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 4302A is  
3 entered into pursuant to the Williamson Act and all of the provisions of said Act,  
4 including any amendments hereafter enacted, are hereby incorporated by reference and  
5 made a part of this Contract as if fully set forth herein.

6 2. The Board of Supervisors of the County may from time to time during the  
7 term of the Contract and any renewals thereof, by resolution or ordinance, add to the  
8 permissible uses of the Subject Property listed in the Resolution establishing the  
9 Preserve. However, the Board of Supervisors may not during the terms of the Contract  
10 and any renewals thereof eliminate any of the permitted uses for the Subject Property, as  
11 set forth in said Resolution or Ordinance, without the prior written consent of the Owner.

12 3. Nothing in this Contract shall limit or supersede the planning, zoning, and  
13 other police powers of the County, and the right of the County to exercise such powers  
14 with regard to the Subject Property. All uses of and actions regarding the Subject  
15 Property shall comply with all applicable local ordinances, regulations, resolutions and  
16 state laws, as adopted or amended from time to time.

17 4. This Land Conservation Contract is made expressly conditioned upon the  
18 State's continued compliance with the provisions of the Open Space Subvention Act. If  
19 in any year the State fails to make any of the subvention payments to the County required  
20 under the provision of the Open Space Subvention Act, then this Contract, at the option  
21 of, and in the sole and absolute discretion of the County, may be terminated by the  
22 County and declared null and void. The State's failure to make such payments may be  
23 due to non-appropriation of funds by the Legislature, failure to disburse appropriated

1 funds, amendment or repeal of the applicable provisions of the Open Space Subvention  
2 Act, or by any other cause whatsoever. The County may exercise its option to declare the  
3 Contract null and void by delivering notice to the Department of Conservation, Division  
4 of Land Resource Protection, Owner or successors or assigns, and by recording such  
5 notice in the Official Records of Tulare County. This Amended Land Conservation  
6 Contract No. 4302A, regarding land owned by Owner, shall terminate with no continuing  
7 contractual rights of any kind; provided, however, that the owner may apply for a new  
8 Land Conservation Contract or Farmland Security Zone Contract as otherwise may be  
9 provided by law.

10 5. Any notices required to be given to the County under this Amendment to  
11 Land Conservation Contract shall be delivered to the Clerk of the Board of Supervisors of  
12 the County, and any notices to be given to the Owner shall be mailed to the following  
13 name(s) and address(es):

14 Name, mailing address, and phone number of each current owner(s) of subject property:  
15 (please type or print)

16  
17 Michael Penner, Penner Enterprises, Incorporated, a California Corporation, P. O. Box  
18 209, Reedley, CA 93654 (559) 351-8789

19 Brent Smittcamp, Wawona Packing Company, LLC, 12133 Avenue 408, Cutler, CA  
20 93615 (559) 528-4000

21  
22  
23 \* \* \*

24  
25 **By execution hereof, the undersigned parties declare under penalty of perjury that**  
26 **he/she/they constitute and are all of the fee title owners of the Subject Property**  
27 **described herein, and are, or are the successors-in-interest of, the owners of such**  
28 **property who entered into the Land Conservation Contract.**

1 IN WITNESS WHEREOF, the parties have executed this Contract (signature of  
2 each current owner, witnessed by below-named Notary Public):  
3

4 OWNER(S)

5 Penner Enterprises, Inc. a California Corporation  
6 Wawona Packing Company, LLC

7 (Print Name)

(Signature)

8  
9 Brent Smittcamp

10  
11 MICHAEL PENNER

12  
13  
14  
15 "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the  
16 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."  
17

18 **ACKNOWLEDGMENT**

19  
20 STATE OF CALIFORNIA

21 COUNTY OF Tulare } s. s.

22  
23 On March 19, 2018 before me,

24  
25 Tara Sondergaard a Notary Public

26 in and for said County and State, personally appeared (printed names) :

27  
28 Brent Smittcamp

Michael Penner  
29

30 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
31 is/are subscribed to the within instrument and acknowledged to me that he/she/they  
32 executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
33 signature(s) on the instrument the person(s), or the entity upon behalf of which the  
34 person(s) acted, executed the instrument.

35 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
36 foregoing paragraph is true and correct.

37  
38 WITNESS my hand and official seal

39  
40 Signature Tara Sondergaard





1 **COUNTY OF TULARE**

2  
3  
4 **BY:** \_\_\_\_\_  
5 **Chairman, Board of Supervisors**

**ATTEST: County Administrative Officer**  
**Clerk, Board of Supervisors**

6  
7 **BY:** \_\_\_\_\_  
8 **Deputy Clerk**

9  
10  
11  
12  
13 **\* AREA TO BE COMPLETED BY BOARD'S NOTARY \***

14  
15 "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the  
16 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

17 **ACKNOWLEDGMENT**

18  
19 **STATE OF CALIFORNIA )**  
20 **) ss.**  
21 **COUNTY OF TULARE )**  
22

23 On \_\_\_\_\_ before me, \_\_\_\_\_ a  
24 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,  
25

26 personally appeared \_\_\_\_\_, who proved to me  
27 on the basis of satisfactory evidence to be the person whose name is subscribed to the  
28 within instrument and acknowledged to me that he/she executed the same in his/her  
29 authorized capacity, and that by his/her signature on the instrument the person, or the  
30 entity upon behalf of which the person acted, executed the instrument.

31  
32 **I certify under PENALTY OF PERJURY under the laws of the State of California**  
33 **that the foregoing paragraph is true and correct.**

34  
35 **WITNESS my hand and official seal.**

36  
37 \_\_\_\_\_  
38 **Signature of Notary Public County and State**  
39

40 Attachment

1 **EXHIBIT A**  
2 **LEGAL DESCRIPTION OF SUBJECT LAND CONSERVATION CONTRACT**  
3 **PROPERTY**  
4

5 **Portion to be non-renewed shown as Parcel 1 of PPM 17-049**

6 That portion of the East half of the Northwest quarter of Section 28, Township 16 South,  
7 Range 24 East, Mount Diablo Meridian, in the County of Tulare, State of California,  
8 according to the Official Plat there of lying South of the South line of the Southern  
9 Pacific Railroad Company's Right of way, described as follows:

10  
11 Commencing at the East quarter corner of said Section 28; thence North  
12 00°17'01" West along the east line of said Northwest quarter a distance of 427.05  
13 feet to the True Point of Beginning; thence leaving said east line North  
14 73°33'47" West a distance of 52.66 feet; thence North 44°00'29" West a distance  
15 of 557.23 feet; thence South 89°27'55" West a distance of 222.23 feet; thence  
16 North 00°55'33" West a distance of 171.26 feet; thence South 88°42'55" West a  
17 distance of 63.68 feet; thence North 00°55'33" West a distance of 220.76 feet to  
18 the South line of said Southern Pacific Railroad Company; thence South  
19 42°51'20" East along said South line a distance of 1072.98 feet to the east line of  
20 said Northwest quarter; thence South 00°17'01" East along said east line a  
21 distance of 17.59 feet to the True Point of Beginning.  
22

23 Along with an easement for ingress, egress, maintenance and use of an existing  
24 well, pumping plant, solar panels and associated equipment including but not  
25 limited to poles, electrical panels and wires located in the Northeast quarter of  
26 Section 28, Township 16 South, Range 24 East, Mount Diablo Meridian, in the  
27 County of Tulare, State of California, described as follows:  
28

29 Commencing at the East quarter corner of said Section 28; thence North  
30 00°17'01" West along the east line of said Northeast quarter a distance of 444.64  
31 feet to the southerly right of way of the Southern Pacific Railroad Company;  
32 thence North 42°51'20" West along said southerly right of way a distance of  
33 1072.98 feet; thence leaving said right of way South 00°55'33" East a distance of  
34 74.83 feet to the True Point of Beginning of said easement; thence continuing  
35 South 00°55'33" East a distance of 22.45 feet; thence North 42°51'20" West a  
36 distance of 721.10 feet; thence South 89°56'29" West a distance of 110.91 feet;  
37 thence North 00°03'31" West a distance of 83.63 feet; thence North 56°16'15"  
38 East a distance of 40.07 feet; thence South 42°51'20" East parallel with said  
39 southerly right of way a distance of 834.76 feet to the True Point of Beginning.  
40  
41

42 **Portion to remain within Land Conservation Contract subject to Amendment**  
43 **shown as Parcel No. 2 of PPM 17-049**

44 The East half of the Northwest quarter of Section 28, Township 16 South, Range 24 East,  
45 Mount Diablo Meridian, in the County of Tulare, State of California, according to the



1 Official Plat there of lying South of the South line of the Southern Pacific Railroad  
2 Company's Right of way.

3  
4 EXCEPTING THEREFROM that portion of the East half of the Northwest quarter of  
5 Section 28, Township 16 South, Range 24 East, Mount Diablo Meridian, in the County of  
6 Tulare, State of California, according to the Official Plat there of lying South of the South  
7 line of the Southern Pacific Railroad Company's Right of way, described as follows:

8  
9 Commencing at the East quarter corner of said Section 28; thence North  
10 00°17'01" West along the east line of said Northwest quarter a distance of 427.05  
11 feet to the True Point of Beginning; thence leaving said east line North  
12 73°33'47" West a distance of 52.66 feet; thence North 44°00'29" West a distance  
13 of 557.23 feet; thence South 89°27'55" West a distance of 222.23 feet; thence  
14 North 00°55'33" West a distance of 171.26 feet; thence South 88°42'55" West a  
15 distance of 63.68 feet; thence North 00°55'33" West a distance of 220.76 feet to  
16 the South line of said Southern Pacific Railroad Company; thence South  
17 42°51'20" East along said South line a distance of 1072.98 feet to the east line of  
18 said Northwest quarter; thence South 00°17'01" East along said east line a  
19 distance of 17.59 feet to the True Point of Beginning.

20  
21 Subject to an easement for ingress, egress, maintenance and use of an existing  
22 well, pumping plant, solar panels and associated equipment including but not  
23 limited to poles, electrical panels and wires located in the Northeast quarter of  
24 Section 28, Township 16 South, Range 24 East, Mount Diablo Meridian, in the  
25 County of Tulare, State of California, described as follows:

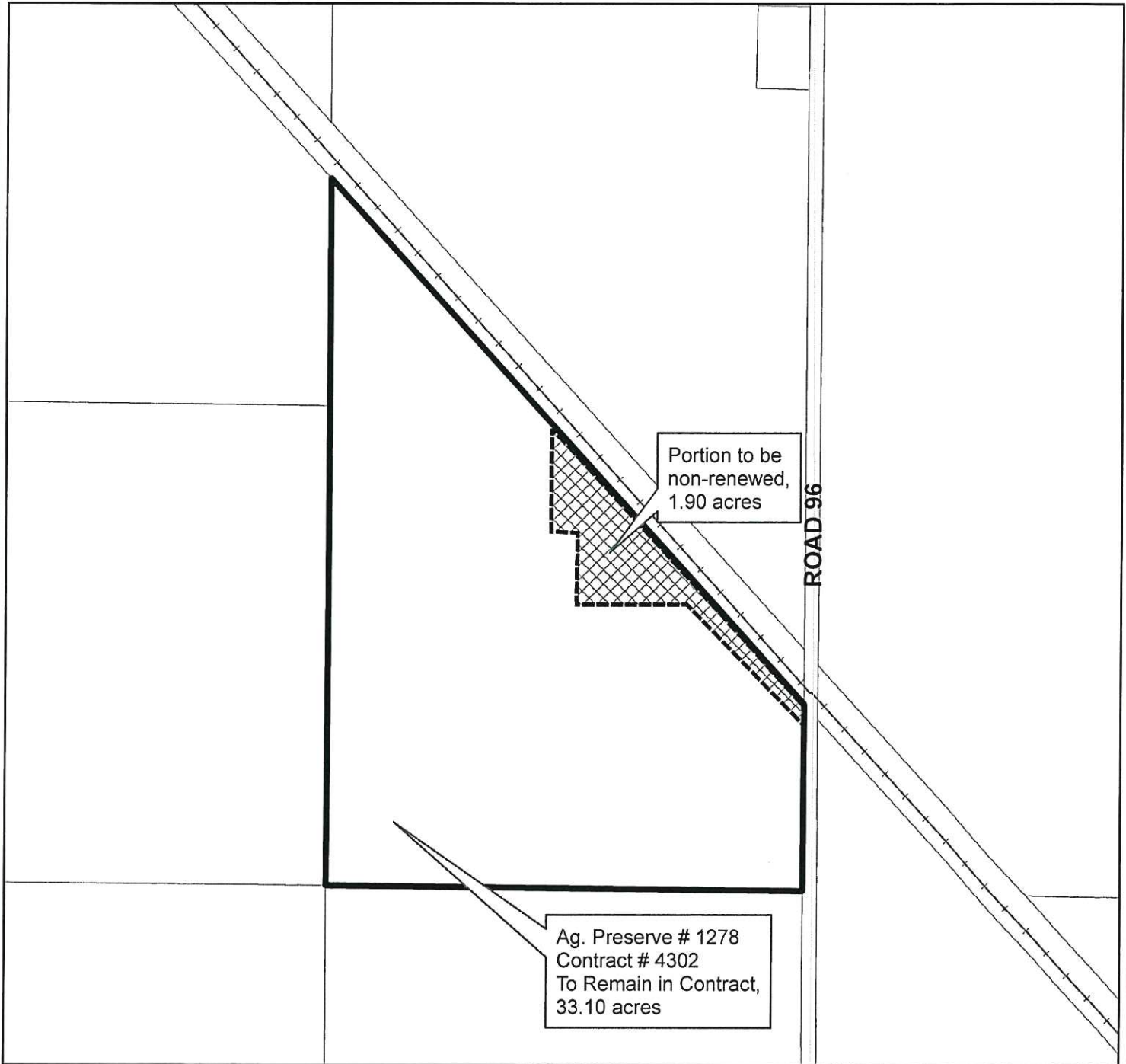
26  
27 Commencing at the East quarter corner of said Section 28; thence North  
28 00°17'01" West along the east line of said Northeast quarter a distance of 444.64  
29 feet to the southerly right of way of the Southern Pacific Railroad Company;  
30 thence North 42°51'20" West along said southerly right of way a distance of  
31 1072.98 feet; thence leaving said right of way South 00°55'33" East a distance of  
32 74.83 feet to the True Point of Beginning of said easement; thence continuing  
33 South 00°55'33" East a distance of 22.45 feet; thence North 42°51'20" West a  
34 distance of 721.10 feet; thence South 89°56'29" West a distance of 110.91 feet;  
35 thence North 00°03'31" West a distance of 83.63 feet; thence North 56°16'15"  
36 East a distance of 40.07 feet; thence South 42°51'20" East parallel with said  
37 southerly right of way a distance of 834.76 feet to the True Point of Beginning.



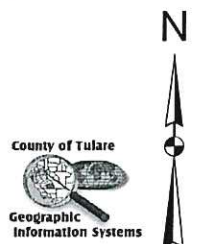


# Exhibit "B"

## Land in Amended Contract # 4302 Agricultural Preserve # 1278



Owner: Michael Penner  
 Penner Enterprises, Inc.  
 A California Corporation  
 Address: P. O. Box 209  
 City, State, ZIP: Reedley, CA 93654  
 Applicant: same  
 Agent: Forester, Weber & Associates, LLC  
 Supervisorial District: 4  
 Assessors Parcel: 030-150-007



## **Attachment 3**

### **Attachments for WAN 18-004 (Stutsman)**

- Partial Non-Renewal Application
  - Exhibit A: Subject Parcel Legal Description
  - Exhibit B: Ag Preserve Map
- Amended Contract 7456A:
  - Exhibit A: Contract Land Legal Description
  - Exhibit B: Map of Land in Amended Contract

WAN 18-004

RECORDING REQUESTED BY and  
WHEN RECORDED RETURN TO:

Clerk, Board of Supervisors  
2800 West Burrel Avenue  
Visalia, CA 93291-4582

(No Recording Fee, Per Govt. Code Section 6103)

SPACE ABOVE FOR RECORDER'S USE ONLY

**NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT**

[DIRECTIONS: Provide the information requested on Page 1, with all property owners' signatures Notarized; include the legal description of the subject contracted parcel(s) as "Exhibit A" and attach a copy of the most recent Deed for the parcel(s). Return the completed application form and deed to the Tulare County Resource Management Agency (RMA), Permit Center, 5961 S. Mooney Blvd, Visalia, CA 93277, along with the current Filing Fee.]

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, \_\_\_\_\_. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A" and illustrated as "Exhibit B." I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 142-190-031 (Portion)

Acreage Size 2.05 acres if applicable: Condition of Approval of Planning Project No. PLA17-007

By execution hereof, the undersigned parties declare under penalty of perjury that he/she/they constitute and are all of the fee title owners of the property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

Name, mailing address, and phone number of each current owner of subject property: (please type or print)

Donald A. Stutsman 22190 Sierra Drive, Exeter, CA 93221

Janet d. Stutsman 22190 Sierra Drive, Exeter, CA 93221

Signature of each current owner: (witnessed by below-named Notary Public)

Donald A. Stutsman

Janet D. Stutsman

"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 Tulare ) S. S.

On May 3, 2018 before me,

Keri Mitchell a Notary Public

in and for said County and State, personally appeared (printed names) :

Donald A. Stutsman

Janet D. Stutsman

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 Keri Mitchell  
Attachments: Exhibit A: Legal Description, Exhibit B: Map





**NOTE to Applicants:** This form can be used to Nonrenew only one Land Conservation Contract. If your application involves more than one Assessor's Parcel Number (APN) and said APNs are under different contracts (or are under different vestings/ownerships), then you must file separate Nonrenewal applications for each contract or vesting. Please contact RMA staff at 559-624-7100 for verification if more than one APN is applied for.

**(Below For Official Use Only)**

The County of Tulare RMA, Economic Development and Planning Branch, has advised the Clerk of the Board of Supervisors that the foregoing Notice of Non-Renewal applies to a portion of property as described by "Exhibit A" under the following Land Conservation Contract:

Agricultural Preserve No. 4

Land Conservation Contract No. 7456

Recorded on (Date) February 28, 1972 as Document No. 1972-0008625

Name(s) of Original/Contract Owner(s) 1971 Tree Crop Company, a limited partnership

The Tulare County Board of Supervisors authorized and accepted service of the foregoing Notice of Partial Nonrenewal on \_\_\_\_\_ by Resolution No. \_\_\_\_\_.

Dated: \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors of the County of Tulare

"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 TULARE )

On \_\_\_\_\_ before me, a Deputy Clerk \_\_\_\_\_ of the Board of Supervisors of the County of Tulare, personally appeared \_\_\_\_\_ 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/she executed the same in his/her authorized capacity, and that by his/her 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 by hand and official seal.  
Clerk of the Board of Supervisors  
County of Tulare, pursuant to the  
Authority of Civil Code  
Sections 1181 and 1184.

Signature: \_\_\_\_\_  
Deputy Clerk

COPIES SENT TO:  
RMA, Countywide Planning Division  
County Assessor - 2  
State Dept. of Conservation

DATE: \_\_\_\_\_

(2017)

**“Exhibit A”**

Legal Description of land affected by this Notice of Partial Nonrenewal of Land Conservation Contract  
**Parcel No. 1**

That portion of the West half of Section 19, Township 19 South, Range 29 East, Mount Diablo Meridian, County of Tulare, State of California, described as follows:

**Beginning** at the West quarter corner of said Section 19; thence North along the West line of the Northwest quarter of said Section 19 a distance of 260.04 feet to the North line of that certain property conveyed to Donald A. Stutsman and Janet D. Stutsman, husband and wife as Community property by deed recorded August 31, 1979 in Volume 3690 at Page 479, Tulare County Records; thence East along said north line a distance of 270.00 feet; thence south parallel to said West line of the Northwest quarter of said Section 19 a distance of 355.00 feet; thence east perpendicular to said line a distance of 20.00 feet; thence South parallel to said line a distance of 80.00 feet; thence west perpendicular to said line a distance of 20.00 feet; thence South parallel to said West line of the Northwest quarter of said Section 19 a distance of 264.95 feet; thence West to a point on the West line of said Section being 434.04 feet South of the West quarter corner of said Section 19; Thence North along said West line a distance of 434.04 feet to the West quarter corner of said Section 19 and the True **point of Beginning**.

**Excepting therefrom** all oil gas, geothermal and other hydrocarbon substance and minerals in and under said Parcel not previously reserved as stated by deed from 1971 TREECORP COMPANY, a Limited Partnership, recorded December 20, 1978 in Book 3604, Page 324, Document 75640 of Official Records.

**Subject to** an easement for ingress, egress and a pipeline along with repairs and replacement of said pipe line over, under and across the North 20 feet of the West 249.72 feet of said land.

**Also subject to** an easement 6 feet in width for ingress and egress over, under and across that portion of the West half of Section 19, Township 19 South, Range 27 East, Mount Diablo Base and Meridian, County of Tulare, State of California lying 6 feet North and West of the following described line:

Commencing at the West quarter corner of said Section 19; thence North along the West line of the Northwest quarter of said Section 19 a distance of 260.04 feet to the North line of the certain property conveyed to Donald A. Stutsman and Janet D. Stutsman, husband and wife as community property by deed recorded August 31, 1979 in Volume 3690 at Page 479 Tulare County records; thence North  $87^{\circ}15'01''$  East along said North line a distance of 249.72 feet to the True Point of Beginning of said easement; thence leaving said North line South  $00^{\circ}01'15''$  East a distance of 370.05 feet; thence South  $88^{\circ}16'35''$  West a distance of 249.68 feet to the West line of the Southwest quarter of said Section 19 and the terminus of said easement.

**Together with** an easement 6 feet in width for ingress and egress over, under and across that portion of the West half of Section 19, Township 19 South, Range 27 East, Mount Diablo Base and Meridian, County of Tulare, State of California lying 6 feet South and East of the following described line:

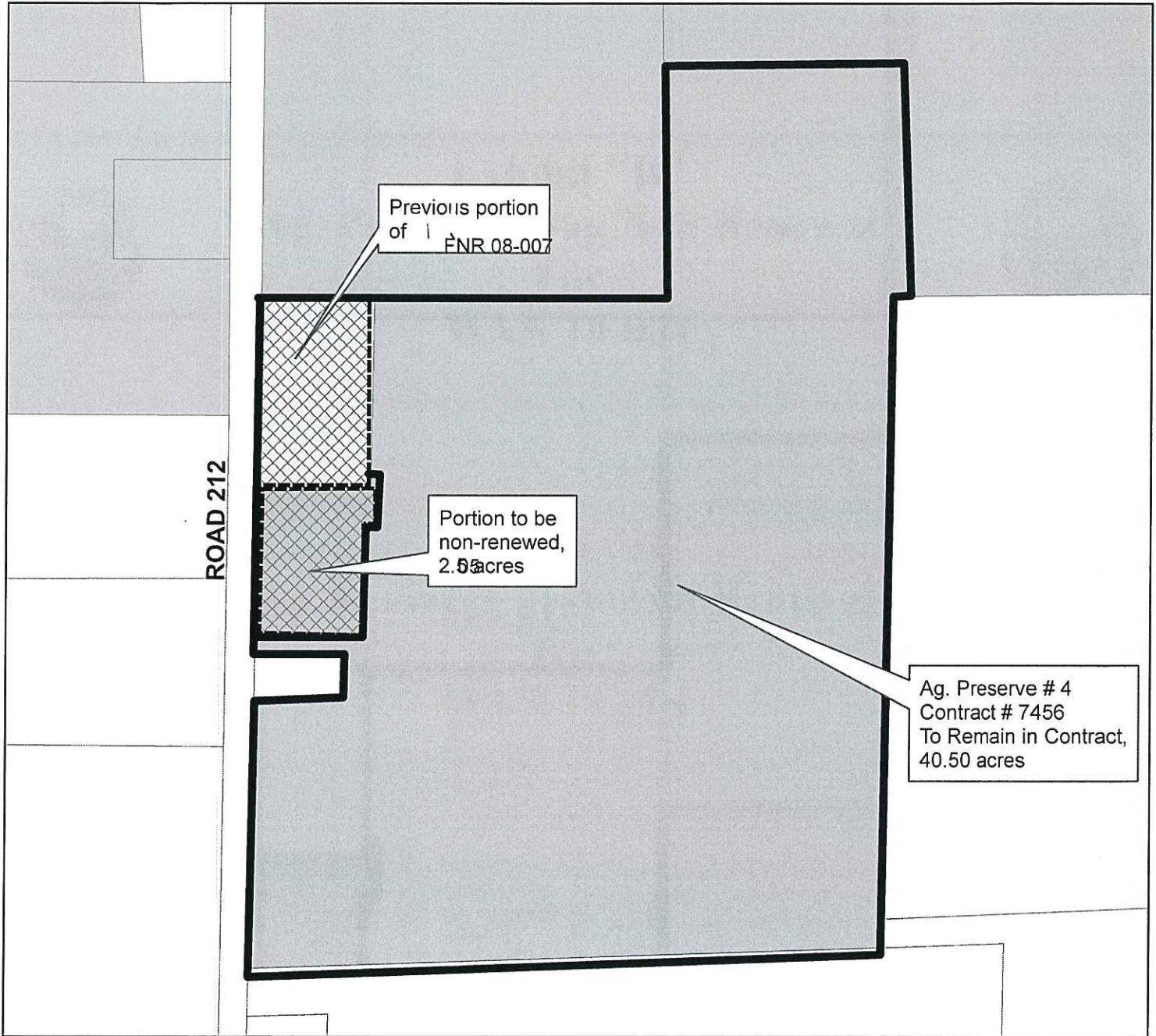
Commencing at the West quarter corner of said Section 19; thence North along the West line of the Northwest quarter of said Section 19 a distance of 260.04 feet to the North line of the certain property conveyed to Donald A. Stutsman and Janet D. Stutsman, husband and wife as community property by deed recorded August 31, 1979 in Volume 3690 at Page 479 Tulare County records; thence North  $87^{\circ}15'01''$  East along said North line a distance of 249.72 feet to the True Point of Beginning of said easement; thence leaving said North line South  $00^{\circ}01'15''$  East a distance of 370.05 feet; thence South  $88^{\circ}16'35''$  West a distance of 249.68 feet to the West line of the Southwest quarter of said Section 19 and the terminus of said easement.





# Exhibit "B"

## Ag. Preserve Map Non Renewal For WAN 18-004



Owner: Donald A. & Janet D. Stutsman  
 Address: 22190 Sierra Drive  
 City, State, ZIP: Exeter, CA 93221 □  
 Applicant: same  
 Agent: Neil Zerlang-Land Surveyor  
 Supervisorial District: 1  
 Assessors Parcel: 142-190-031



- Parcels
- Ag. Preserves Year 2017**
- Williamson Act Preserves
- ▨ Williamson Act Preserves - Non Renewal
- Farmland Security Zone Contracts





1 RECORDING REQUESTED BY and  
2 WHEN RECORDED RETURN TO:

3  
4 Clerk, Board of Supervisors  
5 2800 West Burrel Avenue  
6 Visalia, CA 93291-4582  
7 (No Recording Fee, Per Government  
8 Code Section 6103)  
9

10  
11 AG PRESERVE NO. 4  
12 RESOLUTION NO. 1968-88

*Area for Recorder's Use Only*

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 7456  
17 RECORDED ON FEBRUARY 28, 1972 AS DOCUMENT NO. 1972-0008625  
18

19  
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 7456A, RESOLUTION NO. \_\_\_\_\_,  
22 is made and entered into as a result of a Lot Line Adjustment Application No. PLA 17-  
23 007 for APN 142-190-031, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and  
24 between Donald A. Stutsman and Janet D. Stutsman, Co-Trustees of the Donald and  
25 Janet Stutsman Family Revocable Trust of September 24, 2008, hereinafter referred to as  
26 the "Owner", and the COUNTY of TULARE, hereinafter referred to as the "County";

27  
28 WITNESSETH  
29

30 WHEREAS, the Owner owns real property in the County of Tulare, State of  
31 California, under Land Conservation Contract No. 7456 hereinafter referred to as  
32 "Subject Property", which is described for A.P.N. No. 142-190-031 with legal description  
33 as described in Exhibit A and illustrated in Exhibit B.

34 WHEREAS this contract amendment applies only to the owner of the Subject  
35 Property: A.P.N. No. 142-190-031;

1           WHEREAS, the original Land Conservation Contract was entered into pursuant  
2 to the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an  
3 enforceable restriction under the provisions of Section 421 et seq. of the State Revenue  
4 and Taxation Code;

5           WHEREAS, the Owner has applied for a Partial Non-Renewal of said Land  
6 Conservation Contract Number 7456 in regards to all or a portion of the Subject Property  
7 for APN 142-190-031 to satisfy the conditions set forth as a Condition of Approval of  
8 Project Number (if applicable) PLA 17-007 owner's application for a Lot Line  
9 Adjustment;

10           WHEREAS, the County in consideration for granting the Partial Non-Renewal,  
11 desires to amend Land Conservation Contract Number 7456 in regards to the land owned  
12 by Owner to include a provision which states that the original contract and that portion  
13 subject to the project, will continue to be in full force and effect, subject to the express  
14 condition that funds be annually appropriated by the State of California, and that annual  
15 payments continue to be made to the County by the State Controller, under the provisions  
16 of the Open Space Subvention Act (California Government Code section 16140, et. seq.),  
17 and that if said funds are not appropriated or dispersed the County may terminate the  
18 Contract in regards to the land owned by Owner and declare it null and void.

19           WHEREAS, this amendment does not change any of the terms and conditions of  
20 the original Land Conservation Contract other than those stated herein.

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 7456A is  
3 entered into pursuant to the Williamson Act and all of the provisions of said Act,  
4 including any amendments hereafter enacted, are hereby incorporated by reference and  
5 made a part of this Contract as if fully set forth herein.

6 2. The Board of Supervisors of the County may from time to time during the  
7 term of the Contract and any renewals thereof, by resolution or ordinance, add to the  
8 permissible uses of the Subject Property listed in the Resolution establishing the  
9 Preserve. However, the Board of Supervisors may not during the terms of the Contract  
10 and any renewals thereof eliminate any of the permitted uses for the Subject Property, as  
11 set forth in said Resolution or Ordinance, without the prior written consent of the Owner.

12 3. Nothing in this Contract shall limit or supersede the planning, zoning, and  
13 other police powers of the County, and the right of the County to exercise such powers  
14 with regard to the Subject Property. All uses of and actions regarding the Subject  
15 Property shall comply with all applicable local ordinances, regulations, resolutions and  
16 state laws, as adopted or amended from time to time.

17 4. This Land Conservation Contract is made expressly conditioned upon the  
18 State's continued compliance with the provisions of the Open Space Subvention Act. If  
19 in any year the State fails to make any of the subvention payments to the County required  
20 under the provision of the Open Space Subvention Act, then this Contract, at the option  
21 of, and in the sole and absolute discretion of the County, may be terminated by the  
22 County and declared null and void. The State's failure to make such payments may be  
23 due to non-appropriation of funds by the Legislature, failure to disburse appropriated



1 funds, amendment or repeal of the applicable provisions of the Open Space Subvention  
2 Act, or by any other cause whatsoever. The County may exercise its option to declare the  
3 Contract null and void by delivering notice to the Department of Conservation, Division  
4 of Land Resource Protection, Owner or successors or assigns, and by recording such  
5 notice in the Official Records of Tulare County. This Amended Land Conservation  
6 Contract No. 7456A, regarding land owned by Owner, shall terminate with no continuing  
7 contractual rights of any kind; provided, however, that the owner may apply for a new  
8 Land Conservation Contract or Farmland Security Zone Contract as otherwise may be  
9 provided by law.

10 5. Any notices required to be given to the County under this Amendment to  
11 Land Conservation Contract shall be delivered to the Clerk of the Board of Supervisors of  
12 the County, and any notices to be given to the Owner shall be mailed to the following  
13 name(s) and address(es):

14 Name, mailing address, and phone number of each current owner(s) of subject property:  
15 (please type or print)

16  
17 Donald A. & Janet D. Stutsman, 22190 Sierra Drive, Exeter, CA 93221 (559) 647-6423

18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_

21  
22 \* \* \*  
23

24 **By execution hereof, the undersigned parties declare under penalty of perjury that**  
25 **he/she/they constitute and are all of the fee title owners of the Subject Property**  
26 **described herein, and are, or are the successors-in-interest of, the owners of such**  
27 **property who entered into the Land Conservation Contract.**

1 IN WITNESS WHEREOF, the parties have executed this Contract (signature of  
2 each current owner, witnessed by below-named Notary Public):  
3

4 OWNER(S)

5 Donald A. Stutsman Donald A. Stutsman  
6 (Print Name) (Signature)

7 Janet D. Stutsman Janet D. Stutsman  
8  
9  
10  
11  
12  
13

14  
15 "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the  
16 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."  
17

18 **ACKNOWLEDGMENT**

19  
20 STATE OF CALIFORNIA  
21 COUNTY OF Tulare } s. s.

22  
23 On May 3, 2018 before me,

24  
25 Keri Mitchell a Notary Public  
26 in and for said County and State, personally appeared (printed names) :

27  
28 Donald A. Stutsman and Janet D. Stutsman  
29

30 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
31 is/are subscribed to the within instrument and acknowledged to me that he/she/they  
32 executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
33 signature(s) on the instrument the person(s), or the entity upon behalf of which the  
34 person(s) acted, executed the instrument.

35 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
36 foregoing paragraph is true and correct.  
37

38 WITNESS my hand and official seal

39  
40 Signature Keri Mitchell  
41



1 COUNTY OF TULARE

2  
3  
4 BY: \_\_\_\_\_  
5 Chairman, Board of Supervisors

ATTEST: County Administrative Officer  
Clerk, Board of Supervisors

6  
7 BY: \_\_\_\_\_  
8 Deputy Clerk  
9

10  
11  
12  
13 \* AREA TO BE COMPLETED BY BOARD'S NOTARY \*  
14

15 "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the  
16 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

17 ACKNOWLEDGMENT

18  
19 STATE OF CALIFORNIA )  
20 ) ss.  
21 COUNTY OF TULARE )  
22

23 On \_\_\_\_\_ before me, \_\_\_\_\_ a  
24 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,  
25

26 personally appeared \_\_\_\_\_, who proved to me  
27 on the basis of satisfactory evidence to be the person whose name is subscribed to the  
28 within instrument and acknowledged to me that he/she executed the same in his/her  
29 authorized capacity, and that by his/her signature on the instrument the person, or the  
30 entity upon behalf of which the person acted, executed the instrument.

31  
32 I certify under PENALTY OF PERJURY under the laws of the State of California  
33 that the foregoing paragraph is true and correct.  
34

35 WITNESS my hand and official seal.

36  
37  
38 \_\_\_\_\_  
39 Signature of Notary Public County and State

40 Attachment



1 EXHIBIT A  
2 LEGAL DESCRIPTION OF SUBJECT LAND CONSERVATION CONTRACT  
3 PROPERTY

4 *Land to be removed from Williamson Act*

5 *Parcel No. 1*

6 That portion of the West half of Section 19, Township 19 South, Range 29 East, Mount  
7 Diablo Meridian, County of Tulare, State of California, described as follows:

8 **Beginning** at the West quarter corner of said Section 19; thence North along the  
9 West line of the Northwest quarter of said Section 19 a distance of 260.04 feet to  
10 the North line of that certain property conveyed to Donald A. Stutsman and Janet  
11 D. Stutsman, husband and wife as Community property by deed recorded August  
12 31, 1979 in Volume 3690 at Page 479, Tulare County Records; thence East along  
13 said north line a distance of 270.00 feet; thence south parallel to said West line of  
14 the Northwest quarter of said Section 19 a distance of 355.00 feet; thence east  
15 perpendicular to said line a distance of 20.00 feet; thence South parallel to said  
16 line a distance of 80.00 feet; thence west perpendicular to said line a distance of  
17 20.00 feet; thence South parallel to said West line of the Northwest quarter of said  
18 Section 19 a distance of 264.95 feet; thence West to a point on the West line of  
19 said Section being 434.04 feet South of the West quarter corner of said Section  
20 19; Thence North along said West line a distance of 434.04 feet to the West  
21 quarter corner of said Section 19 and the True **point of Beginning**.

22 **Excepting therefrom** all oil gas, geothermal and other hydrocarbon substance and  
23 minerals in and under said Parcel not previously reserved as stated by deed from 1971  
24 TREECORP COMPANY, a Limited Partnership, recorded December 20, 1978 in Book  
25 3604, Page 324, Document 75640 of Official Records.

26 **Subject to** an easement for ingress, egress and a pipeline along with repairs and  
27 replacement of said pipe line over, under and across the North 20 feet of the West 249.72  
28 feet of said land.

29 **Also subject to** an easement 6 feet in width for ingress and egress over, under and across  
30 that portion of the West half of Section 19, Township 19 South, Range 27 East, Mount  
31 Diablo Base and Meridian, County of Tulare, State of California lying 6 feet North and  
32 West of the following described line:

33 Commencing at the West quarter corner of said Section 19; thence North along  
34 the West line of the Northwest quarter of said Section 19 a distance of 260.04 feet  
35 to the North line of the certain property conveyed to Donald A. Stutsman and  
36 Janet D. Stutsman, husband and wife as community property by deed recorded  
37 August 31, 1979 in Volume 3690 at Page 479 Tulare County records; thence  
38 North 87°15'01" East along said North line a distance of 249.72 feet to the True  
39 Point of Beginning of said easement; thence leaving said North line South  
40 00°01'15" East a distance of 370.05 feet; thence South 88°16'35" West a distance  
41 of 249.68 feet to the West line of the Southwest quarter of said Section 19 and the  
42 terminus of said easement.

1 **Together with** an easement 6 feet in width for ingress and egress over, under and across  
2 that portion of the West half of Section 19, Township 19 South, Range 27 East, Mount  
3 Diablo Base and Meridian, County of Tulare, State of California lying 6 feet South and  
4 East of the following described line:

5 Commencing at the West quarter corner of said Section 19; thence North along  
6 the West line of the Northwest quarter of said Section 19 a distance of 260.04 feet  
7 to the North line of the certain property conveyed to Donald A. Stutsman and  
8 Janet D. Stutsman, husband and wife as community property by deed recorded  
9 August 31, 1979 in Volume 3690 at Page 479 Tulare County records; thence  
10 North 87°15'01" East along said North line a distance of 249.72 feet to the True  
11 Point of Beginning of said easement; thence leaving said North line South  
12 00°01'15" East a distance of 370.05 feet; thence South 88°16'35" West a distance  
13 of 249.68 feet to the West line of the Southwest quarter of said Section 19 and the  
14 terminus of said easement.

15  
16 *Land to remain in the Williamson Act*

17 *Parcel No. 2*

18 That portion of the West half of Section 19, Township 19 South, Range 29 East, Mount  
19 Diablo Meridian, County of Tulare, State of California, described as follows:

20 **Beginning** at a point on the West line of said Section 19, distant 23.45 chains  
21 (1547.70 feet) North of the Southwest corner thereof; thence continuing North  
22 along the West line of said Section, a distance of 1352.67 feet more or less, to a  
23 point 260.04 feet North of the Northwest corner of the Southwest quarter of said  
24 Section; thence East 1288.32 feet; thence South parallel with the West line of said  
25 Section, a distance of 1352.67 feet, more or less, to a point in the North line of  
26 that certain parcel of land conveyed by Thomas W. Rich to Lucinda Mathewson,  
27 by Deed dated August 25, 1900; thence West along the North line of said tract of  
28 land to be conveyed to said Mathewson, 1288.32 feet to the **Point of Beginning**.

29 **Excepting therefrom** that certain well and pumping plant located approximately 965.25  
30 feet East and 676.5 feet South of the Northwest corner thereof.

31 **Also excepting therefrom** that portion described as follows:

32 Beginning at a point on the West line of the Southwest quarter of said Section 19,  
33 a distance of 459 feet South of the Northwest corner of said Southwest quarter of  
34 Section 19; thence South (said bearing being the Basis of Bearing for the  
35 description) 104.35 feet; thence through an angle left of 91°05'00", North  
36 88°55'00" East, 208.71 feet; thence North, parallel with the west line of said  
37 Southwest quarter 104.35 feet; thence South 88°55'00" West 208.71 feet to the  
38 **Point of Beginning**.

39 **Excepting therefrom** all oil gas, geothermal and other hydrocarbon substance and  
40 minerals in and under said Parcel not previously reserved as stated by deed from 1971

1 TREECORP COMPANY, a Limited Partnership, recorded December 20, 1978 in Book  
2 3604, Page 324, Document 75640 of Official Records.

3 **Also including** that portion of the West half of said Section 19, described as follows:

4 **Beginning** at a point 37.48 rods (618.42 feet) South of a point 85.91 rods  
5 (1417.51 feet) West of the Southeast corner of the Northeast quarter of the  
6 Northwest quarter of said Section 19; thence running South 26.77 rods (441.71  
7 feet); thence West 29.68 rods (493.02 feet); thence North 26.77 rods (441.71  
8 feet); thence East 29.88 rods (493.02 feet) to the **Point of Beginning**.

9 **Excepting therefrom** all oil gas, geothermal and other hydrocarbon substance and  
10 minerals in and under said Parcel not previously reserved as stated by deed from 1971  
11 TREECORP COMPANY, a Limited Partnership, recorded December 20, 1978 in Book  
12 3604, Page 324, Document 75640 of Official Records.

13 **Excepting** that portion of the West half of Section 19, Township 19 South, Range 29  
14 East, Mount Diablo Meridian, County of Tulare, State of California, described as follows:

15 **Beginning** at the West quarter corner of said Section 19; thence North along the West  
16 line of the Northwest quarter of said Section 19 a distance of 260.04 feet to the North line  
17 of that certain property conveyed to Donald A. Stutsman and Janet D. Stutsman, husband  
18 and wife as Community property by deed recorded August 31, 1979 in Volume 3690 at  
19 Page 479, Tulare County Records; thence East along said north line a distance of 270.00  
20 feet; thence South parallel to said West line of the Northwest quarter of said Section 19 a  
21 distance of 355.00 feet; thence East perpendicular to said line a distance of 20.00 feet;  
22 thence South parallel to said line a distance of 80.00 feet; thence West perpendicular to  
23 said line a distance of 20.00 feet; thence South parallel to said West line of the Northwest  
24 quarter of said Section 19 a distance of 264.95 feet; thence West to a point on the West  
25 line of said Section being 434.04 feet South of the West quarter corner of said Section  
26 19; Thence North along said West line a distance of 434.04 feet to the West quarter corner  
27 of said Section 19 and the **True point of Beginning**.

28 **Along with** an easement for ingress, egress, and a pipeline along with repairs and  
29 replacement of said pipeline over, under and across the North 20 feet of that portion of  
30 the West half of Section 19, Township 19 South, Range 29 East, Mount Diablo Meridian,  
31 County of Tulare, State of California described as follows:

32 **Beginning** at the West quarter corner of said Section 19; thence North along the  
33 West line of the Northwest quarter of said Section 19 a distance of 260.04 feet to  
34 the North line of that certain property conveyed to Donald A. Stutsman and Janet  
35 D. Stutsman, husband and wife as Community property by deed recorded August  
36 31, 1979 in Volume 3690 at Page 479, Tulare County Records; thence North  
37 87°15'01" East along said north line a distance of 249.72 feet; thence leaving said  
38 north line South 00°01'15" East a distance of 370.05 feet; thence South  
39 88°16'35" West a distance of 249.68 feet to the west line of the Southwest quarter  
40 of said Section 19; thence North 00°00'09" East along said west line a distance of  
41 105.54 feet to the **Point of Beginning**.

42 **Along with and subject to** an easement for ingress and egress over, under and across  
43 that portion of the West half of Section 19, Township 19 South, Range 29 East, Mount



1 Diablo Meridian, County of Tulare, State of California lying 6 feet on each side of the  
2 following described line:

3 Commencing at the West quarter corner of said Section 19; thence North along  
4 the West line of the Northwest quarter of said Section 19 a distance of 260.04 feet  
5 to the North line of that certain property conveyed to Donald A. Stutsman and  
6 Janet O. Stutsman, husband and wife as Community property by deed recorded  
7 August 31, 1979 in Volume 3690 at Page 479, Tulare County Records; thence  
8 North  $87^{\circ}15'01''$  East along said North line a distance of 249.72 feet to the **True**  
9 **Point of Beginning** of said easement; thence leaving said North line South  
10  $00^{\circ}01'15''$  East a distance of 370.05 feet; thence South  $88^{\circ}16'55''$  West a distance  
11 of 249.68 feet to the West line of the Southwest quarter of said Section 19 and the  
12 **Terminus** of said easement.

13 **Together with** that portion of the West half of Section 19, Township 19 South, Range 29  
14 East, Mount Diablo Meridian, County of Tulare, State of California, described as follows:

15 **Beginning** at a point on the West line of said Section 19, distant 23.45 chains  
16 (1547.70 feet) North of the Southwest corner thereof; thence East along the North  
17 line of that certain parcel of land conveyed by Thomas W. Rich to Lucinda  
18 Mathewson, by Deed dated August 25, 1900, a distance of 1288.32 feet; thence  
19 South, parallel with the West line of said section, a distance of 18.59 feet; thence  
20 Westerly to a point on the West line of said section, said point being 4.61 feet  
21 South of the Point of Beginning; thence North along the West line of said section,  
22 a distance of 4.61 feet to the **Point of Beginning**.

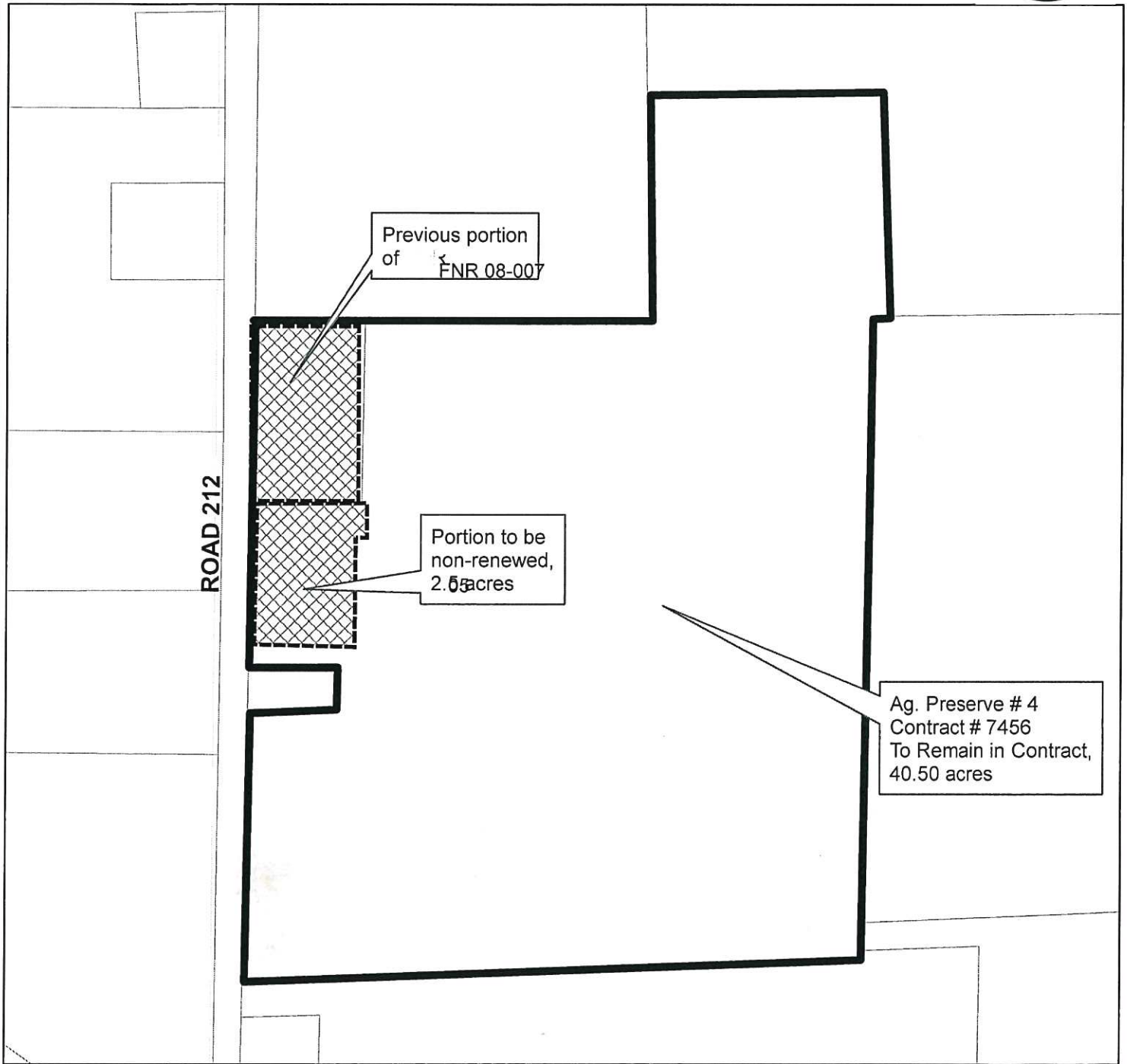
23



# Exhibit "B"

## Land in Amended Contract # 7456

### Agricultural Preserve # 4



Owner: Donald A. & Janet D. Stutsman  
 Address: 22190 Sierra Drive  
 City, State, ZIP: Exeter, CA 93221 □  
 Applicant: same  
 Agent: Neil Zerlang-Land Surveyor  
 Supervisorial District: 1  
 Assessors Parcel: 142-190-031

