



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: August 28, 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: 559-624-7000

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

REQUEST(S):

Request that the Board of Supervisors:

1. Authorize the filing of a Notice of Partial Non-Renewals for the following Land Conservation Contracts, as provided in the Williamson Act. The request fulfills a condition resulting from one (1) Tentative Parcel Map and two (2) Lot Line Adjustments:

PNR 05-016 – Williamson Act Contract No. 6608, Ag Preserve No. 0514, located on the northeast corner of Avenue 392 and Road 120, south of Cutler - Orosi (APN 033-120-044 and 033-120-045) (retired APN 033-120-043), (Alan and Phyllis Borba, and Gonzalo Perez) (7,350 feet from a 1.12-acre home-site to be non-renewed as a condition of Lot Line Adjustment No. PLA 02-033) (26.15 acres subject to contract amendment).

PNR 08-033 – Williamson Act Contract No. 6126, Ag Preserve No. 1402, located on the north side of Avenue 422 approximately 1,300 feet east of Road 128 (State Route 63), north of Cutler - Orosi (APN 025-050-042, 025-050-043 and 025-050-044), (Gabriel Pena, and Michael Q. and Yvette B. Botello) (2.87 acres to be non-renewed as a condition of Lot Line Adjustment No. PLA 08-034) (17.24 acres subject to contract amendment).

PNR 08-036 – Williamson Act Contract No. 2663, Ag Preserve No. 0244, located on the west side of Road 48 approximately 1,300 feet south of State

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

DATE: August 28, 2018

Highway 198, west of Visalia (APN 073-120-031 and 073-120-032), (Stephen A. Hopper by Bypass Trust, Diana Hopper Trustee, and John and Linda Moons) (1.49 acres to be non-renewed as a condition of Tentative Parcel Map No. PPM 08-048) (72.73 acres subject to contract amendment).

2. Approve the execution of the 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 and Contract Amendments to the Land Conservation Contracts have been received pursuant to Government Code Section 51245 (Williamson Act). The partial notices of non-renewal were filed to meet conditions of approval for one (1) Tentative Parcel Map and two (2) Lot Line Adjustment. The non-renewal notices will affect 4.53 acres. The amended Land Conservation Contracts will affect a total of 116.12 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. 4th 1476 (CA 1st 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 Notice of Partial Non-Renewals was 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 4.53 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-

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Renewal. The County General Fund receives only sixteen percent (16%) of total property tax revenue charged to a property.

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 application. Two of the PNR application has a flat filing fee of \$163 and one has a flat fee of \$50 for a total of \$376 for the applications submitted. Applications 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 non-renewal 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, PE
Director

cc: County Administrative Office

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

1. PNR 05-016 – Borba/Perez
2. PNR 08-033 – Pena/Botello
3. PNR 08-036 – Hopper/Moons

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. _____
)
)
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD AUGUST 28, 2018,
BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

BY: _____
Deputy Clerk

* * * * *

1. Authorized the filing of a Notice of Partial Non-Renewals for the following Land Conservation Contracts, as provided in the Williamson Act. The request fulfills a condition resulting from one (1) Tentative Parcel Map and two (2) Lot Line Adjustments:
PNR 05-016 – Williamson Act Contract No. 6608, Ag Preserve No. 0514, located on the northeast corner of Avenue 392 and Road 120, south of Cutler - Orosi (APN 033-120-044 and 033-120-045), (Alan and Phyllis Borba, and Gonzalo Perez) (7,350 feet from a 1.12 acre home-site to be non-renewed as a condition of Lot Line Adjustment No. PLA 02-033) (26.15 acres subject to contract amendment).
PNR 08-033 – Williamson Act Contract No. 6126, Ag Preserve No. 1402, located on the north side of Avenue 422 approximately 1,300 feet east of Road 128 (State Route 63), north of Cutler - Orosi (APN 025-050-042, 025-050-043 and 025-050-044), (Gabriel Pena, and Michael Q. and Yvette B. Botello) (2.87 acres to be non-renewed as a condition of Lot Line Adjustment No. PLA 08-034) (17.24 acres subject to contract amendment).
PNR 08-036 – Williamson Act Contract No. 2663, Ag Preserve No. 0244, located on the west side of Road 48 approximately 1,300 feet south of State Highway 198, west of Visalia (APN 073-120-031 and 073-120-032), (Stephen A. Hopper by Bypass Trust, Diana Hopper Trustee, and John and Linda Moons) (1.49 acres to

be non-renewed as a condition of Tentative Parcel Map No. PPM 08-048) (72.73 acres subject to contract amendment).

2. Approved the execution of the 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.

Attachment No. 1

Attachments for PNR 05-016 (Davidian)

- Partial Non-Renewal Application
 - Exhibit A Subject Parcel Legal Description
 - Exhibit B Agricultural Preserve Map
- Amended Contract 6608A (Borba/Perez):
 - Exhibit A Contract Land Legal Description
 - Exhibit B Map of Land in Amended Contract

RECORDING REQUESTED BY
AND RETURN TO:

CLERK, BOARD OF SUPERVISORS
2800 WEST BURREL AVENUE
VISALIA, CA 93291-4582

NOTICE OF PARTIAL NONRENEWAL

(To be completed, all owner's signatures notarized and returned to the Tulare County Resource Management Agency (RMA), Current Planning Division, 5961 S. Mooney Blvd., Visalia, CA 93277 with appropriate fees.)

This is to notify the County of Tulare that a portion of the Land Conservation Contract on the property herein described will not be renewed as of January 1, 2006. The legal description of the portion for which the Land Conservation Contract will not be renewed is attached as Exhibit "A". I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under Government Code Section 51245.

Assessor's Parcel No(s). 033-120-043 All Portion ()
Processed as a Condition of Approval of (insert Project No. if applicable) PLA 02-033
Acreage 1 acre

By execution hereof, the undersigned parties declare under penalty on 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: (please type of print).

Gregory Davidian Margie Davidian
Gregory Davidian Margie Davidian
Signature of each current owner:

40087 R2118
Cutler, CA 93615

STATE OF CALIFORNIA
COUNTY OF Tulare } S. S.

On June 28, 2005 before me,
Gregory Davidian M. Villaseñor a Notary
Public in and for said County and State, personally appeared



Gregory Davidian, Margie Davidian
personally known to me (or 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.

WITNESS my hand and official seal

Signature M. Villaseñor



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 559-624-7000 for verification if more than one APN is applied for.

(Below For Official Use Only)

The County of Tulare RMA, Countywide Planning Division, 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" and illustrated by "Exhibit B" under the following Land Conservation Contract:

Agricultural Preserve No. 0514

Land Conservation Contract No. 6608

Recorded on (Date) 27 September 1971 as Document No. 38177, Vol 2989, Pages 467 to 470

Name(s) of Original/Contract Owner(s) Giragos Davidian and Agauni Davidian

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: _____

“Exhibit A”

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

That portion of the Southwest quarter of the Southwest quarter of Section 30, Township 16 South, Range 25 East, Mount Diablo Bass and Meridian, in the County of Tulare, State of California, described as follows:

The North 30.00 feet of the West 245.00 feet of the South half of the North half of the South half of the North half of the Southwest quarter of the Southwest quarter of said Section 30.

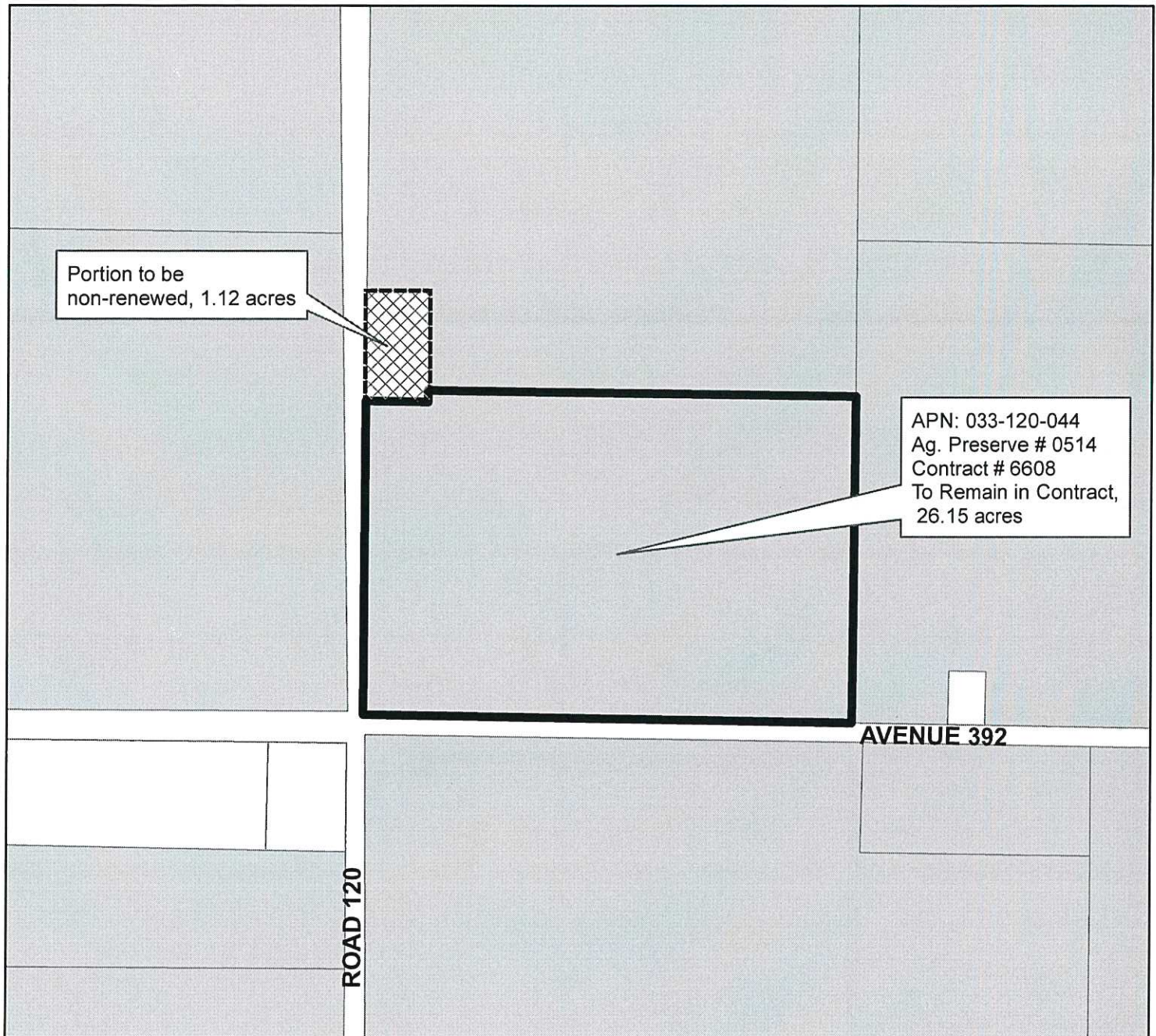
EXCEPTING THEREFORM the West 80.00 feet thereof as conveyed to the County of Tulare by deed recorded December 2, 1971 in Book 3000, Page 595 of Official Records.



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal

No. PNR 05-016



Owner: Alan and Phyllis Ann Borba
Address: 12679 Avenue 392
City, State, ZIP: Cutler, Ca 93615
Applicant: Gregory and Margie Davidian
Agent: N/A
Supervisory District: 4
Assessors Parcel: 033-120-044 & 033-120-045



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 Govt
8 Code Section 6103)
9

10
11 AG PRESERVE NO. 514
12 RESOLUTION NO. 1971-3844

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 6608
17 RECORDED ON 27 SEPTEMBER 1971 AS DOCUMENT NO. 38177.
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 6608A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Lot Line Adjustment PLA 02-033 Application for
23 APN No. 033-120-044 and 033-120-045, as of this _____ day of
24 _____, 2018, by and between Alan Borba, Phyllis Borba and Gonzalo
25 Perez hereinafter referred to as the "Owner", and the COUNTY of TULARE, hereinafter
26 referred to as the "County";

27 WITNESSETH
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 6608 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 033-120-044 and 033-120-045
32 with legal descriptions as described in Exhibit A and site plan illustrated in Exhibit B.

33 WHEREAS this contract amendment applies only to the owners of the Subject
34 Property: A.P.N. No(s). 033-120-044 and 033-120-045; with legal descriptions as
35 described in Exhibit A and site plan illustrated in Exhibit B.

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 6608 in regards to all or a portion the Subject Property
7 APN # 033-120-044 and 033-120-045 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) PLA 02-033 owner's application for a Lot
9 Line Adjustment PLA 02-033.

10 WHEREAS, the County in consideration for granting the Partial Non-Renewal,
11 desires to amend Land Conservation Contract Number 6608 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.

21 NOW, THEREFORE, IT IS AGREED as follows:

22 1. This Amendment to Land Conservation Contract Number 6608A is
23 entered into pursuant to the Williamson Act and all of the provisions of said Act,

1 including any amendments hereafter enacted, are hereby incorporated by reference and
2 made a part of this Contract as if fully set forth herein.

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

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

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

1 of Land Resource Protection, Owner or successors or assigns, and by recording such
2 notice in the Official Records of Tulare County. This Amended Land Conservation
3 Contract No. 6608A, regarding land owned by Owner, shall terminate with no continuing
4 contractual rights of any kind; provided, however, that the owner may apply for a new
5 Land Conservation Contract or Farmland Security Zone Contract as otherwise may be
6 provided by law.

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

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

13
14 Alan Borba, 12679 Avenue 392, Cutler, CA 93615, Ph # 559- - .

15 Phyllis Borba, 12679 Avenue 392, Cutler, CA 93615, Ph # 559- - .

16 Gonzalo Perez, 39340 Road 120, Cutler, CA 93615, Ph # 559-302-7054.

17 _____

18 * * *

19
20 **By execution hereof, the undersigned parties declare under penalty of perjury that**
21 **he/she/they constitute and are all of the fee title owners of the Subject Property**
22 **described herein, and are, or are the successors-in-interest of, the owners of such**
23 **property who entered into the Land Conservation Contract.**
24

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 Alan Borba
6
7 (Print Name)

(Signature)

8 Phyllis Borba
9
10

(Signature)

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19
20 "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."

21 STATE OF CALIFORNIA

22 COUNTY OF TULARE } s. s.

23 On July 8, 2018 before me,

24 J. RAKAPHOUME a Notary Public
25 in and for said County and State, personally appeared (printed names) :

26 ALAN BORBA

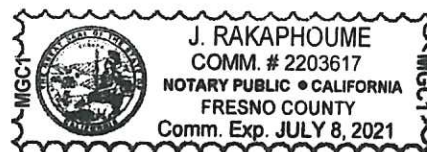
27 PHYLLIS BORBA

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

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

36 WITNESS my hand and official seal

37 Signature J. Rakaphoume
38
39
40
41
42
43
44



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 Gonzalo Perez
6
7 (Print Name)

8 GONZALO PEREZ
9
10 (Signature)

11
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20 "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."

23 STATE OF CALIFORNIA

24 COUNTY OF Tulare } s. s.

25
26 On June 21, 2018 before me,

27 Ruth G. Martinez a Notary Public
28 in and for said County and State, personally appeared (printed names) :

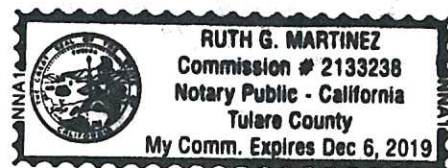
29
30 Gonzalo Perez
31
32

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

38 I certify under PENALTY OF PERJURY under the laws of the State of California that the
39 foregoing paragraph is true and correct.
40

41 WITNESS my hand and official seal

42
43 Signature Ruth G. Martinez
44



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
18 **STATE OF CALIFORNIA)**

19 **) ss.**

20 **COUNTY OF TULARE)**

21
22 On _____ before me, _____ a

23 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,

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

29
30 **I certify under PENALTY OF PERJURY under the laws of the State of California**
31 **that the foregoing paragraph is true and correct.**

32
33 **WITNESS my hand and official seal.**

34
35 _____
36 **Signature of Notary Public County and State**
37

38 Attachments: Exhibit A: Legal Description, Exhibit B: Map Illustration
39

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Portion to Remain Under Contract as Amended (Borba)

The South half of the Southwest quarter of the Southwest quarter of Section 30, the South half of the South half of the North half of the Southwest quarter of the Southwest quarter of Section 30, and South half of the North half of the South half of the North half of the Southwest quarter of the Southwest quarter of Section 30, Township 16 South, Range 25 East, Mount Diablo Bass and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM the North 30.00 feet of the West 245.00 feet of the South half of the North half of the South half of the North half of the Southwest quarter of the Southwest quarter of said Section 30.

ALSO EXCEPTING THEREFORM the West 80.00 feet thereof as conveyed to the County of Tulare by deed recorded December 2, 1971 in Book 3000, Page 595 of Official Records.

Portion to be Non-Renewed (Perez)

That portion of the Southwest quarter of the Southwest quarter of Section 30, Township 16 South, Range 25 East, Mount Diablo Bass and Meridian, in the County of Tulare, State of California, described as follows:

The North 30.00 feet of the West 245.00 feet of the South half of the North half of the South half of the North half of the Southwest quarter of the Southwest quarter of said Section 30.

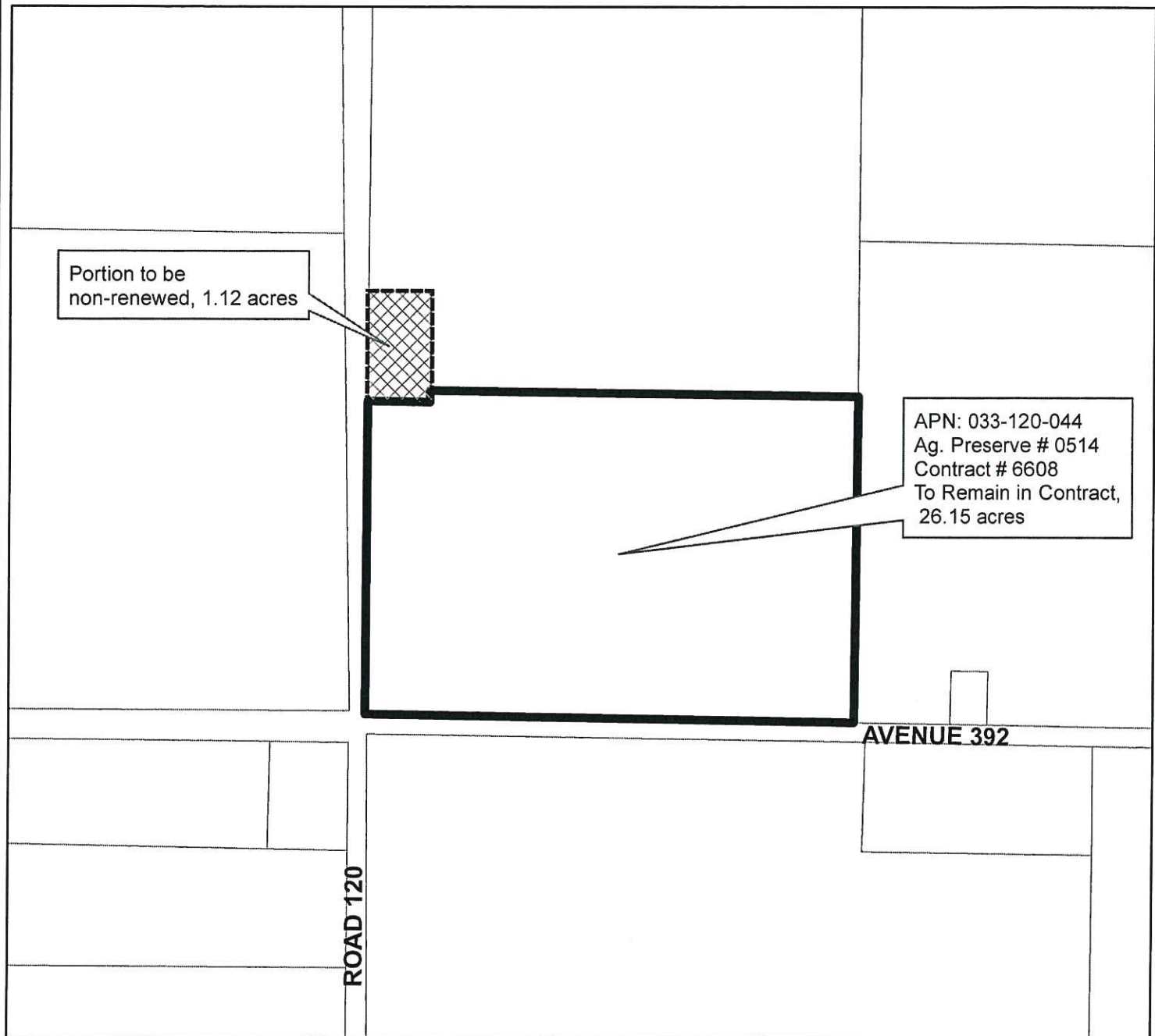
EXCEPTING THEREFORM the West 80.00 feet thereof as conveyed to the County of Tulare by deed recorded December 2, 1971 in Book 3000, Page 595 of Official Records.



Exhibit "B"

Land in Amended Contract #6608

Agricultural Preserve # 0514



Owner: Alan and Phyllis Ann Borba
Address: 12679 Avenue 392
City, State, ZIP: Cutler, Ca 93615
Applicant: Gregory and Margie Davidian
Agent: N/A
Supervisory District: 4
Assessors Parcel: 033-120-044 & 033-120-045

0 500 Feet



Attachment No. 2

Attachments for PNR 08-033 (Pena)

- Partial Non-Renewal Application
 - Exhibit A Subject Parcel Legal Description
 - Exhibit B Agricultural Preserve Map
- Amended Contract 6126A (Pena/Botello):
 - Exhibit A Contract Land Legal Description
 - Exhibit B Map of Land in Amended Contract

Case No. PNR 08-033

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 NONRENEWAL OF LAND CONSERVATION CONTRACT

[DIRECTIONS: Provide the information requested on Page 1, with all owners' signatures Notarized; include the legal description of the subject contracted parcel(s) under "Exhibit A" on Page 3; 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, 2010. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A".

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). 025-050-027 (Portion)

Acreage 17.0 = If applicable: Condition of Approval of Project No. PLA 08-034
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)

Gabriel Pena 13010 AVE 432
(559) 799-4157 OROSI CA 93647

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

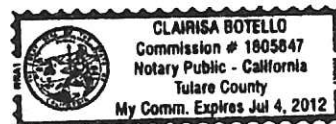
[Signature]

STATE OF CALIFORNIA
COUNTY OF Tulare } S. S.

On 10-10-08 before me,

Clairisa Botello a Notary Public
in and for said County and State, personally appeared (printed names):

Gabriel Pena



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 Clairisa Botello

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 559-624-7000 for verification if more than one APN is applied for.

(Below For Official Use Only)

The County of Tulare RMA, Countywide Planning Division, 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" and illustrated by "Exhibit B" under the following Land Conservation Contract:

Agricultural Preserve No. 153

Land Conservation Contract No. 6126

Recorded on (Date) 26 February 1971 as Document No. 9514, Vol. 2952, Pages 286 - 290

Name(s) of Original/Contract Owner(s) Fred Batkin and Carolyn G. Batkin

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: _____

“Exhibit A”

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

That portion of the West half of the Northwest quarter of the Northwest quarter of Section 8, Township 16 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, according to the Official Plat thereof, described as follows:

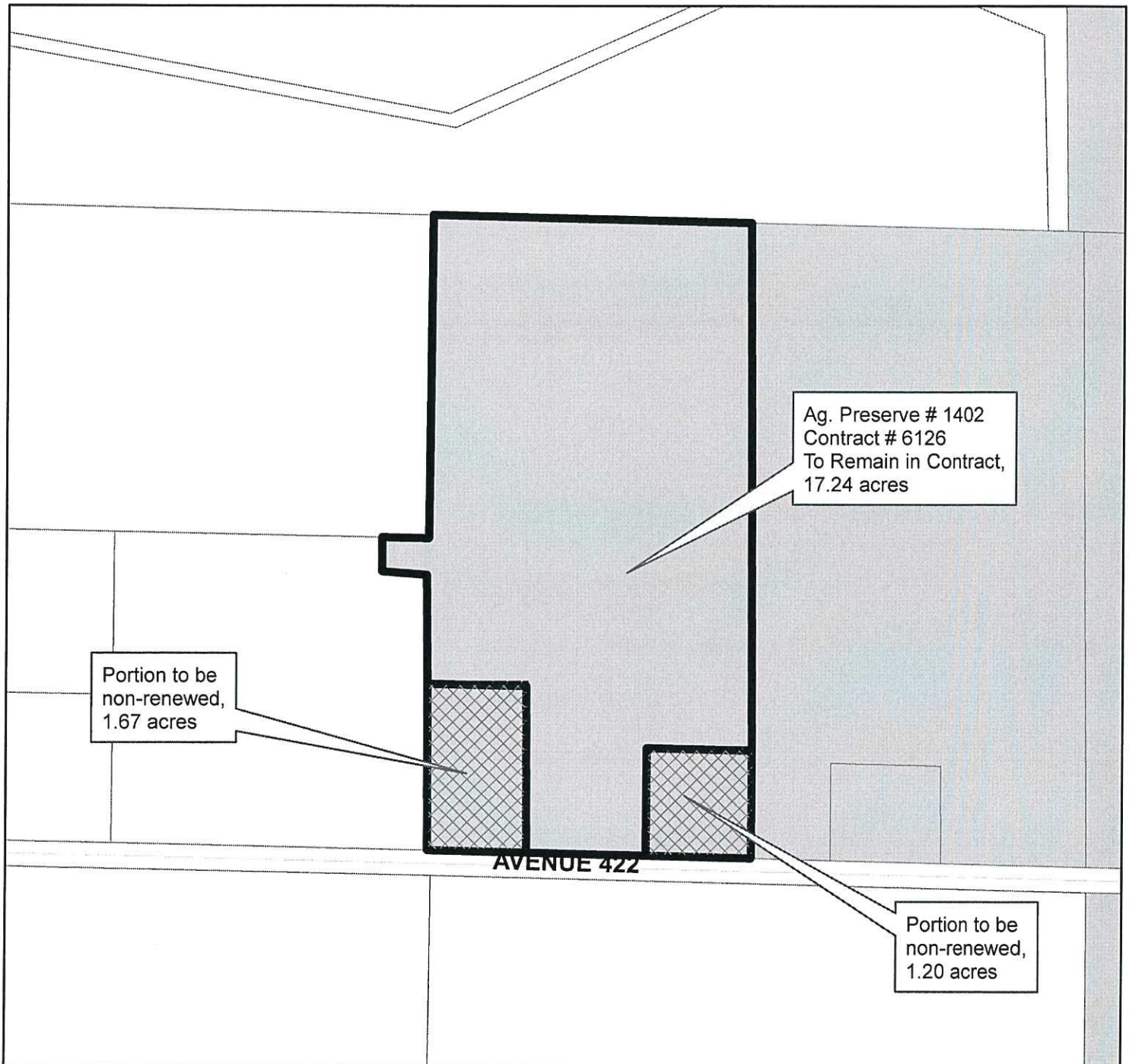
Commencing at the Southeast corner of the West half of the Northeast quarter of the Northwest quarter of said Section 8; thence North 01°32'44" West along the East line of said West half a distance of 170.64 feet to the Northeast corner of that certain parcel deeded to Michael Q. Botello and Yvette B. Botello, Co-trustees of the Michael Q. Botello and Yvette B. Botello Family Trust recorded 16 March 2006 as Document No. 2006-0028148 of Official Records in the Office of the Tulare County Recorder being the **True Point of Beginning**; thence leaving said East line West along the North line of said Botello parcel, parallel with the South line of said West half a distance of 214.92 feet; thence leaving said North line North 01°32'44" West parallel with said East line a distance of 72.12 feet; thence West parallel with the South line of said West half a distance of 214.92 feet to said East line; thence South 01°32'44" East along said East line a distance of 72.12 feet to the Northeast corner of said Botello parcel and the **True Point of Beginning**.

Also including that portion of said West half commencing at the Southwest corner of said West half; thence North 01°32'57" West along said West line of said West half a distance of 270.00 feet to the Northwest corner of that certain parcel deeded to Gabriel Pena and Loretta R. Pena, Co-trustees of the Gabriel Pena and Loretta R. Pena 1993 Family Trust recorded 3 October 2001 as Document No. 2001-0076779 of Official Records in the Office of the Tulare County Recorder being the **True Point of Beginning**; thence continuing North 01°32'57" West along said West line a distance of 93.29 feet; thence leaving said West line East parallel with the South line of said West half a distance of 200.78 feet; thence South 01°32'57" East parallel with said West line a distance of 192.65 feet to a North line of said Pena parcel; thence along said Pena parcel the following courses; West parallel with said South line a distance of 99.36 feet; thence West parallel with the South line a distance of 188.00 feet to the Northwest corner of said Pena Parcel and the **True Point of Beginning**.

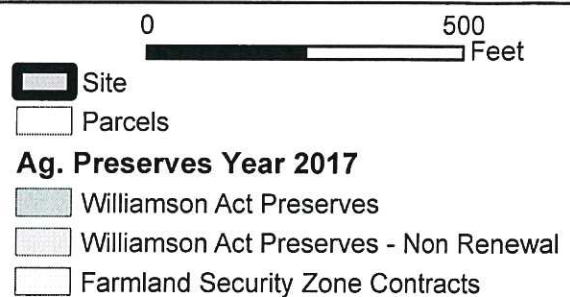


Exhibit "B"

Ag. Preserve Map Non Renewal No. PNR 08-033



Owner: Gabriel Pena, and Michael Q. and
Yvette B. Botello
Address: 13010 Avenue 422
City, State, ZIP: Cutler, CA
Applicant: Gabriel Pena
Agent: N/A
Supervisory District: 4
Assessors Parcel: 025-050-042, -043 & -044



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 Govt
8 Code Section 6103)
9

10
11 AG PRESERVE NO. 1402
12 RESOLUTION NO. 1970-2608

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 6126
17 RECORDED ON 26 FEBRUARY 1971 AS DOCUMENT NO. 9514.
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 6126A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Lot Line Adjustment PLA 08-034 Application for
23 APN No. 025-050-042, 025-050-043 and 025-050-044, as of this _____ day of
24 _____, 2018, by and between Gabriel Pena, and Michael Q. and
25 Yvette B. Botello, hereinafter referred to as the "Owner", and the COUNTY of TULARE,
26 hereinafter referred to as the "County";

27 WITNESSETH
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 6126 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 025-050-042, 025-050-043 and
32 025-050-044 with legal descriptions as described in Exhibit A and site plan illustrated in
33 Exhibit B.

1 WHEREAS this contract amendment applies only to the owners of the Subject
2 Property: A.P.N. No(s). 025-050-042, 025-050-043 and 025-050-044; with legal
3 descriptions as described in Exhibit A and site plan illustrated in Exhibit B.

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

8 WHEREAS, the Owner has applied for a Partial Non-Renewal of said Land
9 Conservation Contract Number 6126 in regards to all or a portion the Subject Property
10 APN # 025-050-042, 025-050-043 and 025-050-044 to satisfy the conditions set forth as a
11 Condition of Approval of Project Number (if applicable) PLA 08-034 owner's
12 application for a Lot Line Adjustment PLA 08-034.

13 WHEREAS, the County in consideration for granting the Partial Non-Renewal,
14 desires to amend Land Conservation Contract Number 6126 in regards to the land owned
15 by Owner to include a provision which states that the original contract and that portion
16 subject to the project, will continue to be in full force and effect, subject to the express
17 condition that funds be annually appropriated by the State of California, and that annual
18 payments continue to be made to the County by the State Controller, under the provisions
19 of the Open Space Subvention Act (California Government Code section 16140, et. seq.),
20 and that if said funds are not appropriated or dispersed the County may terminate the
21 Contract in regards to the land owned by Owner and declare it null and void.

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

24 NOW, THEREFORE, IT IS AGREED as follows:

1 1. This Amendment to Land Conservation Contract Number 6126A is
2 entered into pursuant to the Williamson Act and all of the provisions of said Act,
3 including any amendments hereafter enacted, are hereby incorporated by reference and
4 made a part of this Contract as if fully set forth herein.

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

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

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

1 Act, or by any other cause whatsoever. The County may exercise its option to declare the
2 Contract null and void by delivering notice to the Department of Conservation, Division
3 of Land Resource Protection, Owner or successors or assigns, and by recording such
4 notice in the Official Records of Tulare County. This Amended Land Conservation
5 Contract No. 6126A, regarding land owned by Owner, shall terminate with no continuing
6 contractual rights of any kind; provided, however, that the owner may apply for a new
7 Land Conservation Contract or Farmland Security Zone Contract as otherwise may be
8 provided by law.

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

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

16 Gabriel Pena, 12094 Avenue 408, Cutler, CA 93615. Phone # 559-799-3014.

17 Michael Q. and Yvette B. Botello, 13084 Avenue 422, Orosi, CA 93647

18 Phone # 559-260-7181.
19 _____

20 * * *
21

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

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 Gabriel Pena

6 (Print Name)

7 [Signature]
(Signature)

8 Yvette B. Botello

9 [Signature]

10 Michael Q. Botello

11 [Signature]

23 STATE OF CALIFORNIA

24 COUNTY OF Tulare } s. s.

26 On May 22, 2018 before me,

28 R. Yvette Trevino Alvarez a Notary Public

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

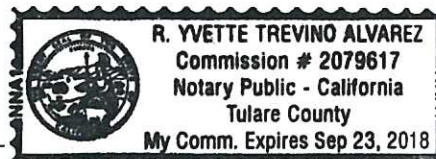
31 Gabriel Pena, Yvette B. Botello + Michael Q. Botello

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

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

41 WITNESS my hand and official seal

43 Signature [Signature]



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

22 On _____ before me, _____ a
23 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,
24 personally appeared _____ who proved to me on the
25 basis of satisfactory evidence to be the person whose name is subscribed to the within
26 instrument and acknowledged to me that he/she executed the same in his/her authorized
27 capacity, and that by his/her signature on the instrument the person, or the entity upon
28 behalf of which the person acted, executed the instrument.

29
30 **I certify under PENALTY OF PERJURY under the laws of the State of California**
31 **that the foregoing paragraph is true and correct.**
32

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

34
35 _____
36 **Signature of Notary Public County and State**
37

38 Attachment
39

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Portion to Remain Under Contract as Amended (Pena)

The West half of the Northeast quarter of the Northwest quarter of Section 8, Township 16 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, according to the Official Plat thereof.

Excepting therefrom that portion of the West half of the Northeast quarter of the Northwest quarter of Section 8, Township 16 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, according to the Official Plat thereof described as follows:

Beginning at the Southeast corner of the West half of the Northeast quarter of the Northwest quarter of Section 8; thence West along the South line of said West half a distance of 214.92 feet; thence leaving said South line North 01°32'44" West parallel with the East line of said West half a distance of 242.76 feet; thence East parallel with the South line of said West half a distance of 214.92 feet to the East line of said West half; thence South 01°32'44" East along said East line a distance of 242.76 feet to the **Point of Beginning**.

Also excepting therefrom that portion of the West half of the Northeast quarter of the Northwest quarter of Section 8, Township 16 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, according to the Official Plat thereof described as follows:

Beginning at the Southwest corner of the West half of the Northeast quarter of the Northwest quarter of said Section 8; thence North 01°32'57" West along the west line of said West half a distance of 363.29 feet; thence leaving said West line East parallel with the South line of said West half a distance of 200.77 feet; thence South 01°32'44" East a distance of 363.29 feet to the South line of said West half; thence West along said South line a distance of 200.75 feet to the **Point of Beginning**.

Portion to be Non-Renewed (Botello and Pena)

That portion of the West half of the Northwest quarter of the Northwest quarter of Section 8, Township 16 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, according to the Official Plat thereof, described as follows:

Commencing at the Southeast corner of the West half of the Northeast quarter of the Northwest quarter of said Section 8; thence North 01°32'44" West along the East line of said West half a distance of 170.64 feet to the Northeast corner of that certain parcel deeded to Michael Q. Botello and Yvette B. Botello, Co-trustees of the Michael Q. Botello and Yvette B. Botello Family Trust recorded 16 March 2006 as Document No. 2006-0028148 of Official Records in the Office of the Tulare County Recorder being the

1 **True Point of Beginning;** thence leaving said East line West along the North line of said
2 Botello parcel, parallel with the South line of said West half a distance of 214.92 feet;
3 thence leaving said North line North 01°32'44" West parallel with said East line a
4 distance of 72.12 feet; thence West parallel with the South line of said West half a
5 distance of 214.92 feet to said East line; thence South 01°32'44" East along said East line
6 a distance of 72.12 feet to the Northeast corner of said Botello parcel and the **True Point**
7 **of Beginning.**
8

9 **Also including** that portion of said West half commencing at the Southwest corner of
10 said West half; thence North 01°32'57" West along said West line of said West half a
11 distance of 270.00 feet to the Northwest corner of that certain parcel deeded to Gabriel
12 Pena and Loretta R. Pena, Co-trustees of the Gabriel Pena and Loretta R. Pena 1993
13 Family Trust recorded 3 October 2001 as Document No. 2001-0076779 of Official
14 Records in the Office of the Tulare County Recorder being the **True Point of Beginning;**
15 thence continuing North 01°32'57" West along said West line a distance of 93.29 feet;
16 thence leaving said West line East parallel with the South line of said West half a
17 distance of 200.78 feet; thence South 01°32'57" East parallel with said West line a
18 distance of 192.65 feet to a North line of said Pena parcel; thence along said Pena parcel
19 the following courses; West parallel with said South line a distance of 99.36 feet; thence
20 West parallel with the South line a distance of 188.00 feet to the Northwest corner of said
21 Pena Parcel and the **True Point of Beginning.**
22

EXHIBIT B
ILLUSTRATIVE MAP OF SUBJECT PROPERTY

[Tulare County RMA will provide this]

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13
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15
16



Exhibit "B"

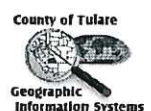
Land in Amended Contract # 6126

Agricultural Preserve # 1402



Owner: Gabriel Pena, and Michael Q. and Yvette B. Botello
Address: 13010 Avenue 422
City, State, ZIP: Cutler, CA
Applicant: Gabriel Pena
Agent: N/A
Supervisory District: 4
Assessors Parcel: 025-050-042, -043 & -044

0 500 Feet



Attachment No. 3

Attachments for PNR 08-036 (Hopper)

- Partial Non-Renewal Application
 - Exhibit A Subject Parcel Legal Description
 - Exhibit B Agricultural Preserve Map
- Amended Contract 2663A (Hopper/Moons):
 - Exhibit A Contract Land Legal Description
 - Exhibit B Map of Land in Amended Contract

Clerk, Board of Supervisors
2800 West Burrel Avenue
Visalia, CA 93291-4582
(No Recording Fee, Per Govt. Code Section 6103)

NOTICE OF PARTIAL NONRENEWAL OF LAND CONSERVATION CONTRACT

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, 2019. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A".

Assessor's Parcel No(s). 073-120-026

Acreage 1.49 If applicable: Condition of Approval of Project No. PPM 08-048

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

Diana Hopper; 559-625-1251

5419 W. Nicholas Ave., Visalia CA 93291

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

STATE OF CALIFORNIA
COUNTY OF Tulare } S.S.

On 10-14-08 before me,

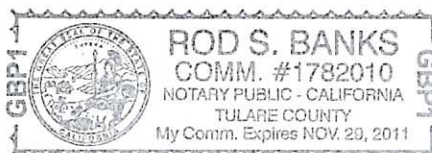
Rob S. Banks a Notary Public
in and for said County and State, personally appeared (printed names):

Diana Hopper

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



RECEIVED OCT 22 2008

Def RMA

Attachments: 8, 16, 32, 64, 128, 256

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 559-624-7000 for verification if more than one APN is applied for.

(Below For Official Use Only)

The County of Tulare RMA, Countywide Planning Division, 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" and illustrated by "Exhibit B" under the following Land Conservation Contract:

Agricultural Preserve No. 0244

Land Conservation Contract No. 2663

Recorded on (Date) 05 February 1969 as Document No. 4475, Vol. 2827, Pages 125 - 129

Name(s) of Original/Contract Owner(s) Kenneth D. Hobson and Lurene Hobson

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: _____

“Exhibit A”

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

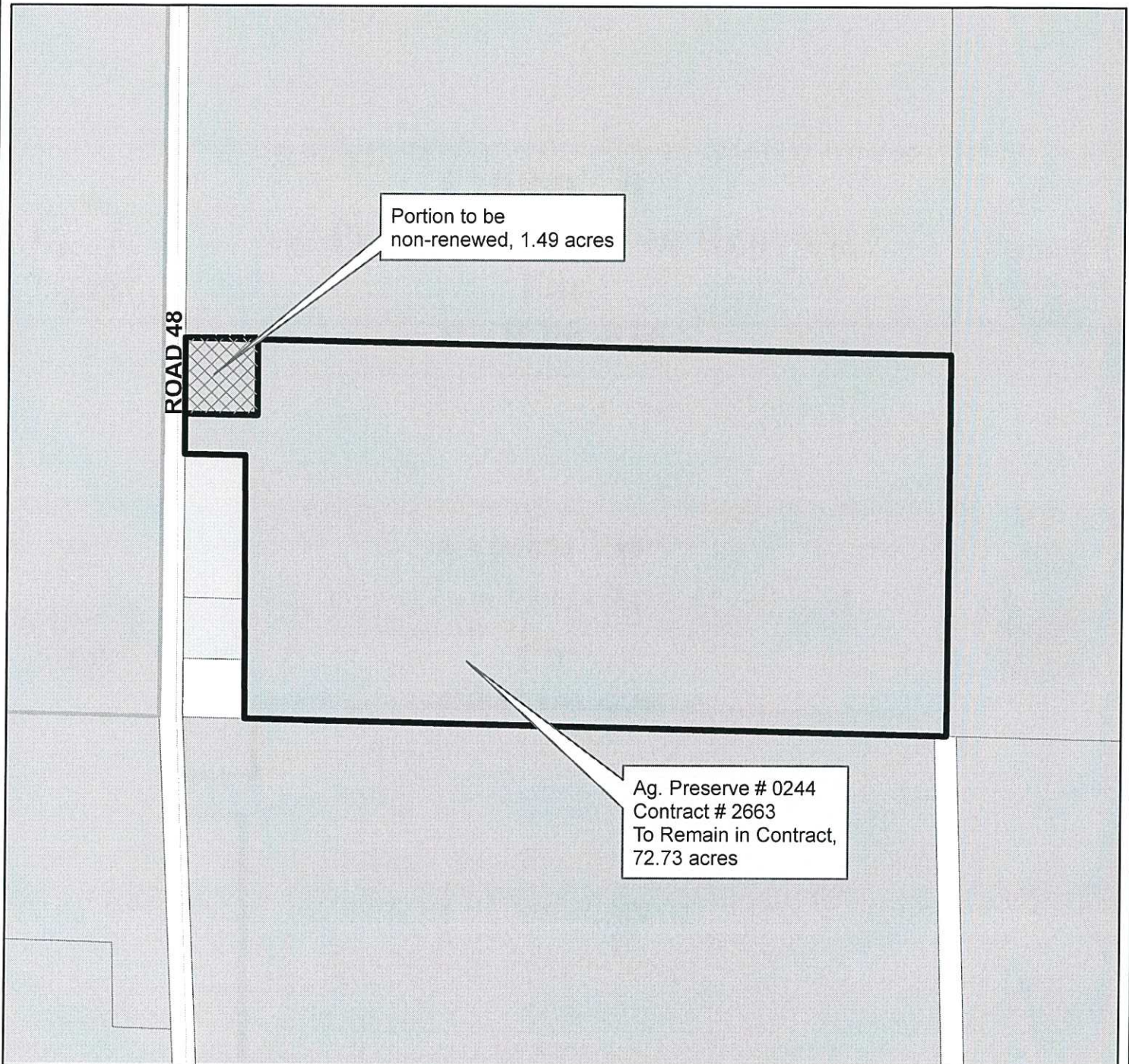
Parcel No. 1

The North 260.00 feet of the West 250.00 feet of the South half of the Southeast quarter of Section 34, Township 18 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof.



Exhibit "B"

Ag. Preserve Map Non Renewal For PNR 08-036



Owner: Diana Hopper, and John and Linda Moons
Address: 5419 Nicholas Avenue
City, State, ZIP: Visalia, CA 93291
Applicant: Diana Hopper
Agent: N/A
Supervisory District: 3
Assessors Parcel: 073-120-031 & -032

0 500 1,000 Feet

Site
Site
Parcels

Ag. Preserves Year 2017

Williamson Act Preserves
Williamson Act Preserves - Non Renewal
Farmland Security Zone Contracts

N

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 Govt
8 Code Section 6103)
9

10
11 AG PRESERVE NO. 0244
12 RESOLUTION NO. 1969-0061

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 2663
17 RECORDED ON 05 FEBRUARY 1969 AS DOCUMENT NO. 4475.
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 2663A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Tentative Parcel Map No. PPM 08-048
23 Application for APN No. 073-120-031 and 073-120-032, as of this _____ day of
24 _____, 2018, by and between Stephen A. Hopper, Bypass Trust,
25 Diana Hopper Trustee, and John and Linda Moons, hereinafter referred to as the "Owner",
26 and the COUNTY of TULARE, hereinafter referred to as the "County";

27 WITNESSETH
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 2663 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 073-120-031 and 073-120-
32 032 with legal descriptions as described in Exhibit A and site plan illustrated in Exhibit B.

33 WHEREAS this contract amendment applies only to the owners of the Subject
34 Property: A.P.N. No(s). 073-120-031 and 073-120-032; with legal descriptions as
35 described in Exhibit A and site plan illustrated in Exhibit B.

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 2663 in regards to all or a portion the Subject Property
7 APN # 073-120-031 and 073-120-032 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) PPM 08-048 owner's application for a
9 Tentative Parcel Map No. PPM 08-048.

10 WHEREAS, the County in consideration for granting the Partial Non-Renewal,
11 desires to amend Land Conservation Contract Number 2663 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.

21 NOW, THEREFORE, IT IS AGREED as follows:

22 1. This Amendment to Land Conservation Contract Number 2663A is
23 entered into pursuant to the Williamson Act and all of the provisions of said Act,

1 including any amendments hereafter enacted, are hereby incorporated by reference and
2 made a part of this Contract as if fully set forth herein.

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

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

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

1 of Land Resource Protection, Owner or successors or assigns, and by recording such
2 notice in the Official Records of Tulare County. This Amended Land Conservation
3 Contract No. 2663A, regarding land owned by Owner, shall terminate with no continuing
4 contractual rights of any kind; provided, however, that the owner may apply for a new
5 Land Conservation Contract or Farmland Security Zone Contract as otherwise may be
6 provided by law.

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

11 Name, mailing address, and phone number of each current owner of subject property:
12 (please type or print)
13

14 Stephen A. Hopper, Bypass Trust, Diana Hopper Trustee, 5419 W. Nicholas Avenue,
15 Visalia, CA 93291 Phone #559-625-1251.

16 John and Linda Moons, 4974 Avenue 272, Visalia, CA 93277

17 Phone #559- - .
18 _____
19 _____

20 * * *
21

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

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 STEPHEN A. HOPPER BYPASS TRUST

6 DIANA HOPPER, TRUSTEE

7 (Print Name)

8 *Diana Hopper Trustee*
9 (Signature)

4-26-18

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20 "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."

21
22
23 STATE OF CALIFORNIA

24 COUNTY OF _____ } s. s.

25
26 On _____ before me,

27
28 _____ a Notary Public

29 in and for said County and State, personally appeared (printed names) :
30
31 _____
32

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

38 I certify under PENALTY OF PERJURY under the laws of the State of California that the
39 foregoing paragraph is true and correct.
40

41 WITNESS my hand and official seal

42
43 Signature *SEE ATTACHED CERTIFICATE*
44

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Tulare)On 04/06/2018 before me, Miranette Sammuon Choi, a notary public

Date

Here Insert Name and Title of the Officer

personally appeared Diana Hopper

Name(s) of Signer(s)

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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

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 John Moono
6

7 (Print Name)

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44

(Signature)

Owner

Linda Moons
Linda Moons

owner

Linda Moons

"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 June 14, 2018 before me,

Velma Quiroz

a Notary Public

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

John Moons

Linda Moons

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

Velma Quiroz



1 **COUNTY OF TULARE**

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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
18 **STATE OF CALIFORNIA)**

19 **) ss.**

20 **COUNTY OF TULARE)**

21
22 On _____ before me, _____ a
23 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,
24 personally appeared _____ who proved to me on the
25 basis of satisfactory evidence to be the person whose name is subscribed to the within
26 instrument and acknowledged to me that he/she executed the same in his/her authorized
27 capacity, and that by his/her signature on the instrument the person, or the entity upon
28 behalf of which the person acted, executed the instrument.

29
30 **I certify under PENALTY OF PERJURY under the laws of the State of California**
31 **that the foregoing paragraph is true and correct.**

32
33 **WITNESS my hand and official seal.**

34
35 _____
36 **Signature of Notary Public County and State**
37

38 Attachment
39

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Portion to Remain Under Contract as Amended (Moons)

The South half of the Southeast quarter of Section 34, Township 18 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof.

EXCEPTING THEREFROM the South 917.42 feet of the West 230.00 feet thereof.

ALSO EXCEPTING THEREFROM the North 260.00 feet of the West 250.00 feet thereof.

Portion to be Non-Renewed (Hopper)

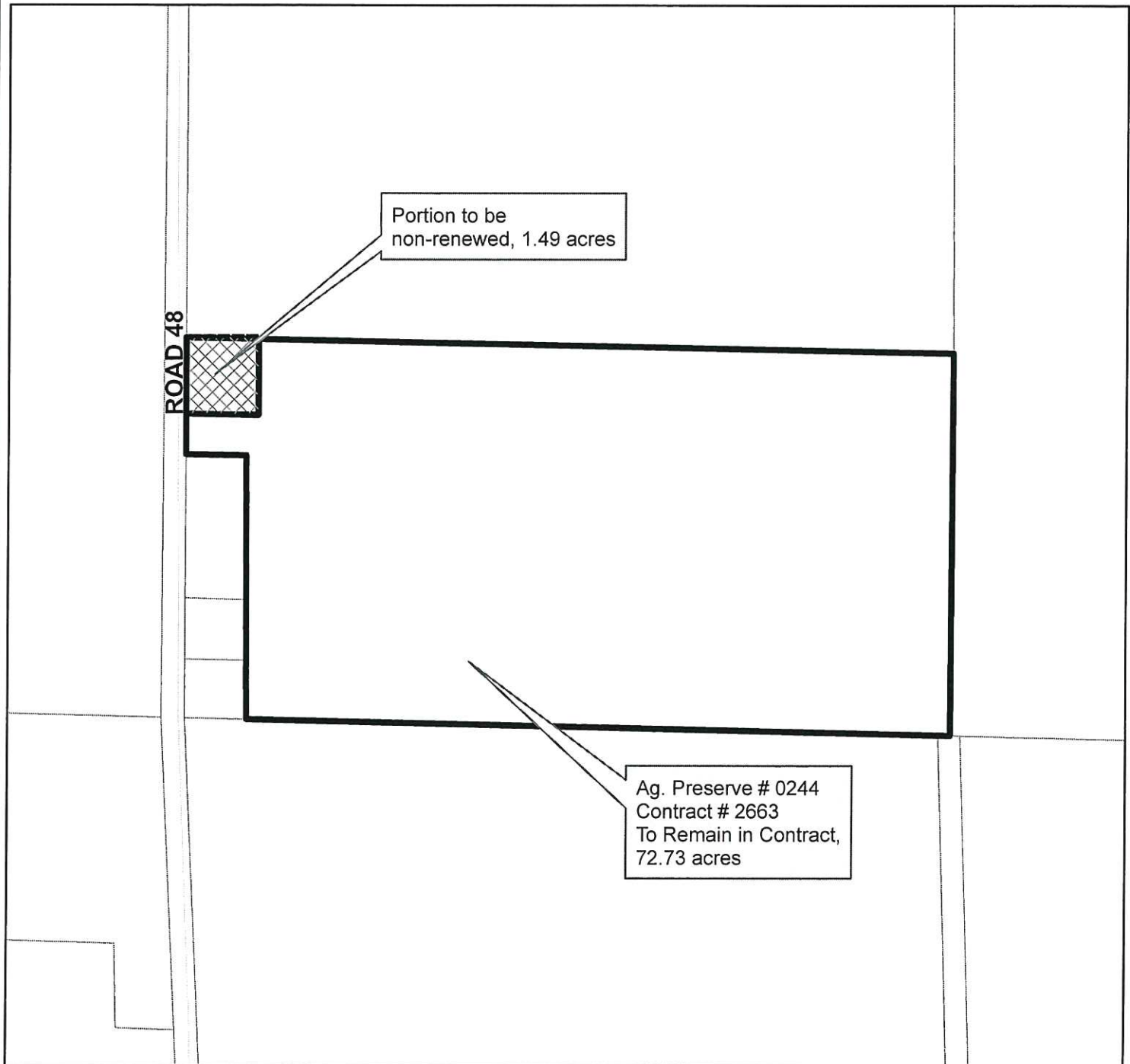
The North 260.00 feet of the West 250.00 feet of the South half of the Southeast quarter of Section 34, Township 18 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof.



Exhibit "B"

Land in Amended Contract # 2663

Agricultural Preserve # 0244



Owner: Diana Hopper, and John and Linda Moons
Address: 5419 Nicholas Avenue
City, State, ZIP: Visalia, CA 93291
Applicant: Diana Hopper
Agent: N/A
Supervisory District: 3
Assessors Parcel: 073-120-031 & -032

0 500 1,000 Feet

