



**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 type="checkbox"/>	N/A <input checked="" 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):**  
That the Board of Supervisors:

1. Authorize the filing of a Notices of Non-Renewal for the following Land Conservation Contracts, as provided in the Williamson Act. The request fulfill the conditions resulting from two (2) Tentative Parcel Maps, one (1) Lot Line Adjustment and a conveyance to the State of California:

**PNR 08-040** – Williamson Act Contract No. 5645, Ag Preserve No. 1754, located on the west side of Road 180 approximately 730 feet north of Avenue 304, northeast of Farmersville, (APNs 111-050-047 and 111-050-049) (Robert and Rose Emershaw) (2.34 acres to be non-renewed as a condition of Tentative Parcel Map PPM 08-056) (23.30 acers subject to contract amendment).

**PNR 12-007** – Williamson Act Contract No. 5513, Ag Preserve No. 2057, located at the southeast corner of Road 124 and Avenue 392, south of Cutler-Orosi (APNs 035-130-035 and 035-130-036), (Jack Barsamian, and David Krause – President (Wonderful Citrus II, LLC)) (1.14 acre to be non-renewed as a condition of Tentative Parcel Map No. PPM 11-049) (38.53 acres subject to contract amendment).

**PNR 08-034** – Williamson Act Contract No. 4138, Ag Preserve No. 1054,

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

**DATE:** August 28, 2018

located between Road 64 and Road 68, approximately ½ mile north of Avenue 248, northwest of Tulare (APNs 148-010-056 and 148-010-057), John Domingos, and Nathan L. and Marietta Heeringa) (0.66 acre to be non-renewed as a condition of Lot Line Adjustment PLA 07-043) (75.99 acres subject to contract amendment).

**PNR 09-010** – Williamson Act Contract No. 2383, Ag Preserve No. 0153, located on the east side of Hot Springs Road approximately 1 mile east from the intersection of Uhl Pocket and Hot Springs Road, east of Capanero, in the mountainous area, (APNs 344-200-005 and 344-200-006) (Dusty and Janice Boesch) (4.62 acres to be non-renewed as a condition of conveyance to the State of California) (23.71 acres subject to contract amendment).

2. Approve the execution of the amendments to the Land Conservation Contracts as a condition of approval of the aforementioned Partial Non-Renewals; and
3. Approve the execution of one (1) additional Land Conservation Contract amendment as required by a condition of the approval for the following project:

**PPM 08-056** – Williamson Act Contract No. 5643, located on the west side of Road 180 approximately 1,300 feet north of Avenue 304, northeast of Farmersville, (APNs 111-050-047 and 111-050-048) (Robert and Rose Emershaw) (43.62 acres subject to contract amendment).

4. Authorize the Chairman to sign the amendments to the Williamson Act Contracts.

**SUMMARY:**

Four (4) Notices of Partial Non-Renewal of Williamson Act Contracts and one (1) Contract Amendment have been received pursuant to Government Code Section 51245 (Williamson Act). Four of the partial notices of non-renewal were filed to meet conditions of approval for one (1) Lot Line Adjustment, two (2) Tentative Parcel Maps and a conveyance to the State of California. The non-renewal notices will affect 8.76 acres. The amended Land Conservation Contracts will affect a total of 205.15 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.

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

**DATE:** August 28, 2018

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-Renewal was submitted after July 22, 2008, and is 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 8.76 acre 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. The Non-Renewal process for property in a Farmland Security Zone takes twenty 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.

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. Three of the RNR applications have a flat filing fee of \$363 and one has a flat filing fee of \$373 for a total of \$1,462 for the applications submitted. Applications for Land Conservation Contract Amendments without Partial Non-Renewal are not currently charged a filing fee. There is currently no applicant fee for staff time involved in preparing amended Williamson Act Contract(s).

**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 manage. The approval of the partial non-renewal would allow for the reorganization and separation of home sites from agricultural portions of the identified parcels.

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

**DATE:** August 28, 2018

**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. PNR 08-040 – Emershaw
2. PNR 12-007 – Barsamian
3. PNR 08-034 – Heeringa and Domingos
4. PNR 09-010 – Boesch
5. PPM 08-056 – Emershaw (Contract Amendment)

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

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

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 Notices of Non-Renewal for the following Land Conservation Contracts, as provided in the Williamson Act. The request fulfill the conditions resulting from two (2) Tentative Parcel Maps, one (1) Lot Line Adjustment and a conveyance to the State of California:  
**PNR 08-040** – Williamson Act Contract No. 5645, Ag Preserve No. 1754, located on the west side of Road 180 approximately 730 feet north of Avenue 304, northeast of Farmersville, (APNs 111-050-047 and 111-050-049) (Robert and Rose Emershaw) (2.34 acres to be non-renewed as a condition of Tentative Parcel Map PPM 08-056) (23.30 acers subject to contract amendment).  
**PNR 12-007** – Williamson Act Contract No. 5513, Ag Preserve No. 2057, located at the southeast corner of Road 124 and Avenue 392, south of Cutler-Orosi (APNs 035-130-035 and 035-130-036), (Jack Barsamian, and David Krause – President (Wonderful Citrus II, LLC)) (1.14 acre to be non-renewed as a condition of Tentative Parcel Map No. PPM 11-049) (38.53 acres subject to contract amendment).  
**PNR 08-034** – Williamson Act Contract No. 4138, Ag Preserve No. 1054, located between Road 64 and Road 68, approximately ½ mile north of Avenue 248, northwest of Tulare (APNs 148-010-056 and 148-010-057), John Domingos, and

Nathan L. and Marietta Heeringa) (0.66 acre to be non-renewed as a condition of Lot Line Adjustment PLA 07-043) (75.99 acres subject to contract amendment).

**PNR 09-010** – Williamson Act Contract No. 2383, Ag Preserve No. 0153, located on the east side of Hot Springs Road approximately 1 mile east from the intersection of Uhl Pocket and Hot Springs Road, east of Capanero, in the mountainous area, (APNs 344-200-005 and 344-200-006) (Dusty and Janice Boesch) (4.62 acres to be non-renewed as a condition of conveyance to the State of California) (23.71 acres subject to contract amendment).

2. Approved the execution of the amendments to the Land Conservation Contracts as a condition of approval of the aforementioned Partial Non-Renewals; and
3. Approved the execution of one (1) additional Land Conservation Contract amendment as required by a condition of the approval for the following project:  
**PPM 08-056** – Williamson Act Contract No. 5643, located on the west side of Road 180 approximately 1,300 feet north of Avenue 304, northeast of Farmersville, (APNs 111-050-047 and 111-050-048) (Robert and Rose Emershaw) (43.62 acres subject to contract amendment).
4. Authorized the Chairman to sign the amendments to the Williamson Act Contracts.

## **Attachment No. 1**

### **Attachments for PNR 08-040 (Emershaw)**

- Partial Non-Renewal Application
  - Exhibit A Subject Parcel Legal Description
  - Exhibit B Agricultural Preserve Map
- Amended Contract 5645A:
  - Exhibit A Contract Land Legal Description
  - Exhibit B Map of Land in Amended Contract

Case No. PNR 08-040  
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). 111-050-019 & 029 X (Portion)  
Acreage 2.54 AC If applicable: Condition of Approval of Project No. PPM 08-056  
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)

ROBERT EMERSHAW 30578 Rd. 180 Visalia 93292 559/592-7258  
ROSE EMERSHAW 30578 Rd 180 VISALIA, CA 93292 (559) 592-7258

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

Robert Emershaw  
Rose Emershaw

STATE OF CALIFORNIA  
COUNTY OF TULARE } S. S.

On NOV, 5, 2008 before me,

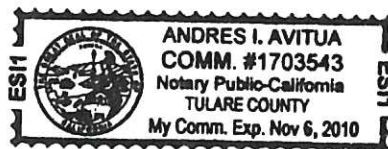
ANDRES I. AVITUA a Notary Public  
in and for said County and State, personally appeared (printed names) :

ROBERT EMERSHAW & ROSE EMERSHAW

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 Andres I. Avitua



RECEIVED NOV 14 2008



**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.** 1754

**Land Conservation Contract No.** 5645

Recorded on (Date) 23 February 1971 as Document No. 8422, Vol. 2948, Pages 478 to 482

Name(s) of Original/Contract Owner(s) Rosa Louis

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: \_\_\_\_\_

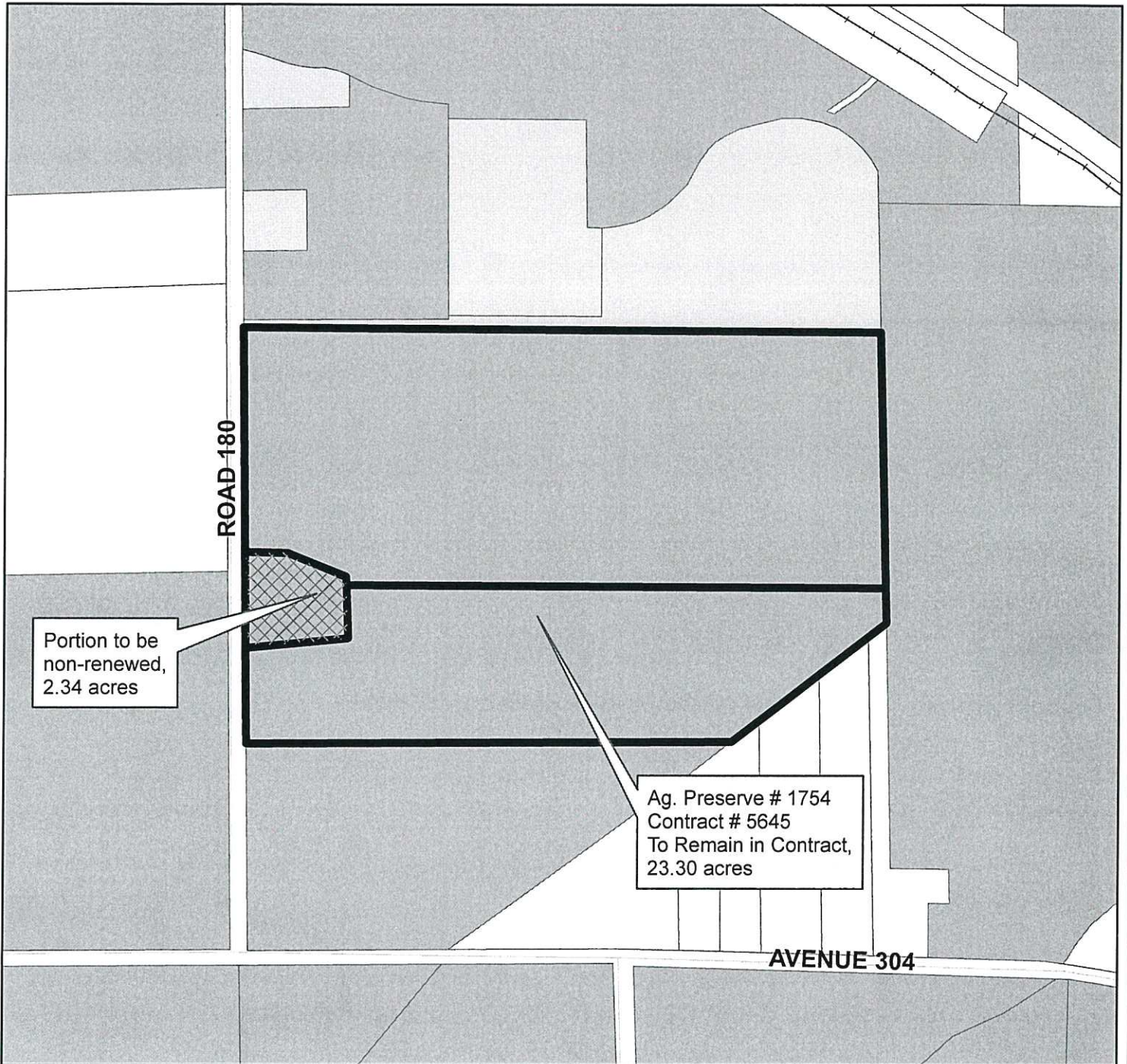
EXHIBIT "A"

That portion of the southwest quarter of Section 21, Township 18 South, Range 26 East, Mount Diablo Meridian, County of Tulare, State of California according to the Official Plat thereof described as follows:

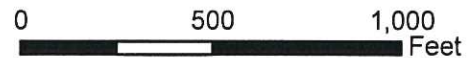
Commencing at the West quarter corner of said Section 21; thence South (basis of bearings for this description) along the west line of said southwest quarter a distance of 1235.82 feet to the True Point of Beginning; thence leaving said west line South  $87^{\circ}18'46''$  East a distance of 180.03 feet; thence South  $67^{\circ}51'51''$  East a distance of 208.83 feet; thence South  $01^{\circ}35'40''$  East a distance of 213.32 feet; thence South  $84^{\circ}06'21''$  West a distance of 381.21 feet to said west line; thence North along said west line a distance of 339.51 feet to the True Point of Beginning.



# Ag. Preserve Partial Non Renewal No. PNR 08-040



Owner: Robert and Rose Emershaw  
 Address: 30578 Road 180  
 City, State, ZIP: Visalia, CA 93292  
 Applicant: same  
 Agent: N/A  
 Supervisorial District: 1  
 Assessor's Parcel: 111-050-047 & -049



- 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 Govt  
8 Code Section 6103)  
9

10  
11 AG PRESERVE NO. 1754  
12 RESOLUTION NO. 1970-3332

*Area for Recorder's Use Only*

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 5645  
17 RECORDED ON 23 FEBRUARY 1971 AS DOCUMENT NO. 8422.  
18

19  
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 5645A, RESOLUTION NO. \_\_\_\_\_,  
22 is made and entered into as a result of a Tentative Parcel Map No. PPM 08-056  
23 Application for APN No. 111-050-047 and 111-050-049, as of this \_\_\_\_\_ day of  
24 \_\_\_\_\_, 2018, by and between Robert and Rose Emershaw,  
25 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. 5645 hereinafter referred to as  
31 "Subject Property", which is described for A.P.N. No(s). 111-050-047 and 111-050-049  
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). 111-050-047 and 111-050-049; 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 5645 in regards to all or a portion the Subject Property  
7 APN # 111-050-047 and 111-050-049 to satisfy the conditions set forth as a Condition of  
8 Approval of Project Number (if applicable) PPM 08-056 owner's application for a  
9 Tentative Parcel Map No. PPM 08-056.

10           WHEREAS, the County in consideration for granting the Partial Non-Renewal,  
11 desires to amend Land Conservation Contract Number 5645 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 5645A 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 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 ROSE EMERSHAW  
6  
7 (Print Name)

Rose Emershaw  
8  
9 (Signature) 5/16/18

10 ROBERT EMERSHAW

Robert Emershaw  
11  
12 5/16/18

13  
14  
15  
16  
17  
18  
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  
22  
23 STATE OF CALIFORNIA  
24 COUNTY OF TULARE } s. s.

25  
26 On May 16, 2018 before me,

27  
28 Doreen C. ALVEZ a Notary Public  
29 in and for said County and State, personally appeared (printed names) :

30  
31 Rose Emershaw Robert Emershaw  
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 Doreen C. Alvez  
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

That Portion of the Southwest quarter of Section 21, Township 18 South, Range 26 East, Mount Diablo Meridian, in the County of Tulare, State of California according to the Official Plat thereof described as follows:

Beginning at a point on the West line of said Southwest quarter a distance of 1353.71 feet south of the Northwest corner thereof; thence South along said West line a distance of 550.19 feet to a point that lies a distance of 723.20 feet North of the Southwest corner of said Southwest quarter; thence North 89°57'00" East parallel with the South line of the said Southwest a distance of 1680.56 feet; thence North 52°50'15" East a distance of 685.79 feet to a point in the West line of the land conveyed to J.D. Waugh by Deed recorded in Book 160, Page 211 of Deeds; thence North 89°13'07" West parallel with the North line of the Southwest quarter a distance of 2225.82 feet, more or less, to the **Point of Beginning**.

**EXCEPTING** therefrom any portion contained in the following described parcel:

Commencing at the West quarter corner of said Section 21; thence South (basis for bearings for this description) along the West line of said Southwest quarter a distance of 1235.82 feet to the **True Point of Beginning**; thence leaving said West line South 87°18'46" East a distance of 180.03 feet; thence South 67°51'51" East a distance of 208.83 feet; thence South 01°35'40" East a distance of 213.32 feet; thence South 84°06'21" West a distance of 381.21 feet to said West line; thence North along said West line a distance of 339.51 feet to the **True Point of Beginning**.

Subject to an 18 foot wide easement for ingress and egress over and across a portion of the Southwest quarter of Section 21, Township 18 South, Range 26 East, Mount Diablo Meridian, County of Tulare, State of California according to the Official Plat thereof, the Southerly line of said easement is described as follows:

Commencing at the West quarter corner of said Section 21; thence South (basis for bearings for this description) along the West line of said Southwest quarter a distance of 1235.82 feet to the **True Point of Beginning**; thence leaving said West line South 87°18'46" East a distance of 180.03 feet; thence South 67°51'51" East a distance of 208.83 feet; thence South 01°35'40" East a distance of 35.88 feet; thence South 89°13'07" East a distance of 1851.52 feet and the terminus of said easement. The side lines of said easement shall be extended or foreshortened to meet the adjoining property line.

1 **Portion to be Non-Renewed**

2  
3 That Portion of the Southwest quarter of Section 21, Township 18 South, Range 26 East,  
4 Mount Diablo Meridian, in the County of Tulare, State of California according to the  
5 Official Plat thereof described as follows:

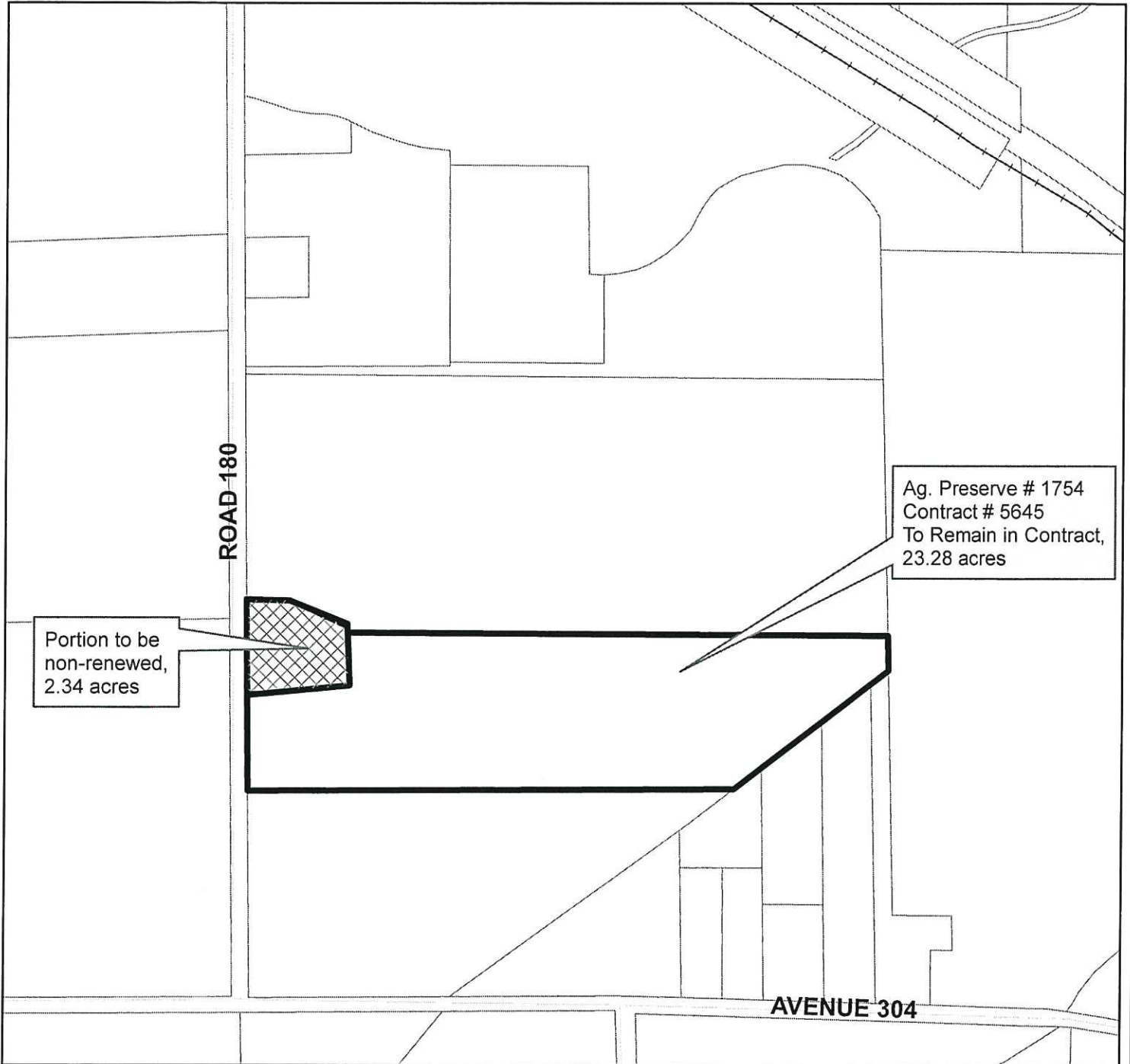
6  
7 Commencing at the West quarter corner of said Section 21; thence South (basis for  
8 bearings for this description) along the West line of said Southwest quarter a distance of  
9 1235.82 feet to the **True Point of Beginning**; thence leaving said West line South  
10 87°18'46" East a distance of 180.03 feet; thence South 67°51'51" East a distance of  
11 208.83 feet; thence South 01°35'40" East a distance of 213.32 feet; thence South  
12 84°06'21" West a distance of 381.21 feet to said West line; thence North along said West  
13 line a distance of 339.51 feet to the **True Point of Beginning**.



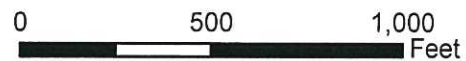
# Exhibit "B"

## Land in Amended Contract # 5645

### Agricultural Preserve # 1754



Owner: Robert and Rose Emershaw  
 Address: 30578 Road 180  
 City, State, ZIP: Visalia, CA 93292  
 Applicant: same  
 Agent: N/A  
 Supervisorial District: 1  
 Assessors Parcel: 111-050-047 & -049



## **Attachment No. 2**

### **Attachments for PNR 12-007 (Barsamian)**

- Partial Non-Renewal Application
  - Exhibit A: Subject Parcel Legal Description
  - Exhibit B: Ag Preserve Map
- Amended Contract 5513A:
  - Exhibit A: Contract Land Legal Description
  - Exhibit B: Map of Land in Amended Contract

Case No. PNR 12-007  
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, 2013. 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). 033-130-005 (Portion)  
Acreage 1.07 If applicable: Condition of Approval of Project No. PPM 11-049

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)

Idalene Barsamian (559) 302-1906 N/A  
12612 Avenue 392, Cutler, CA 93615 N/A

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

Idalene Barsamian N/A  
N/A N/A

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_ } S.S.

On \_\_\_\_\_ before me,  
\_\_\_\_\_ a Notary Public  
in and for said County and State, personally appeared (printed names):

*see attached*

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 \_\_\_\_\_

Certificate of Acknowledgment of Notary Public

STATE OF CALIFORNIA )

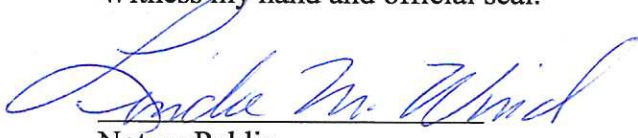
SS

COUNTY OF TULARE )

On March 05, 2012, before me, Linda M. Wind, a Notary Public, personally appeared Idalene Barsamian, 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 she executed the same in her authorized capacity, and that by 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 my hand and official seal.

  
Notary Public



**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.** 2057

**Land Conservation Contract No.** 5513

Recorded on (Date) 22 February 1971 as Document No. 8079, Vol. 2947, Pages 424 - 428

Name(s) of Original/Contract Owner(s) Pete Barsamian and Idalene Barsamian

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: \_\_\_\_\_

No. PNR 12-007

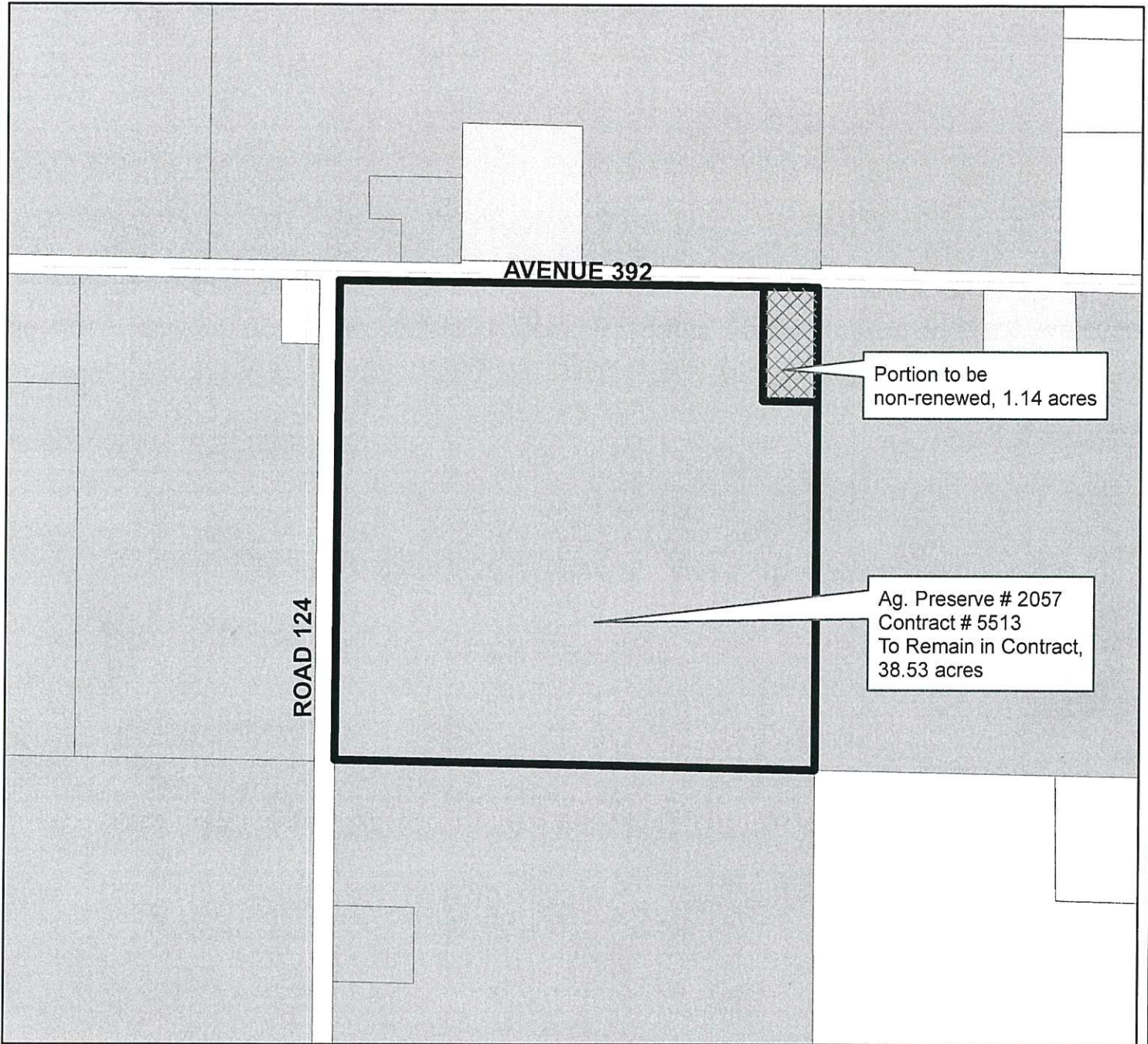
**“Exhibit A”**

The North 330.00 feet of the East 150.00 feet of the Northwest quarter of the Northeast quarter of Section 31, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California.

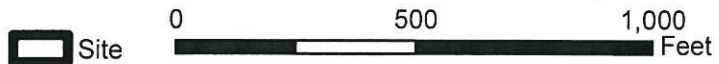




# Ag. Preserve Map Partial Non-Renewal No. PNR 12-007



Owner: Idalene Barsamian & David Krause – President (Wonderful Citrus II, LLC)  
 Address: 12612 Avenue 392  
 City, State, ZIP: Cutler, CA 93615  
 Applicant: Same as Above  
 Agent: None  
 Supervisorial District: 4  
 Assessors Parcel: 033-130-035 & -036



- 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 Govt  
8 Code Section 6103)  
9

10  
11 AG PRESERVE NO. 2057  
12 RESOLUTION NO. 1970-3816

*Area for Recorder's Use Only*

---

14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 5513  
17 RECORDED ON 22 FEBRUARY 1971 AS DOCUMENT NO. 8079.

---

18  
19  
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 5513A, RESOLUTION NO. \_\_\_\_\_,  
22 is made and entered into as a result of a Tentative Parcel Map No. PPM 11-049  
23 Application for APN No. 033-130-035 and 033-130-036, as of this \_\_\_\_\_ day of  
24 \_\_\_\_\_, 2017, by and between Jack Barsamian and David Krause –  
25 President (Wonderful Citrus II, LLC), hereinafter referred to as the "Owner", and the  
26 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. 5513 hereinafter referred to as  
31 "Subject Property", which is described for A.P.N. No(s). 033-130-035 and 033-130-036  
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). 033-130-035 and 033-130-036; 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 5513 in regards to all or a portion the Subject Property  
7 APN # 033-130-035 and 033-130-036 to satisfy the conditions set forth as a Condition of  
8 Approval of Project Number (if applicable) PPM 11-049 owner's application for a  
9 Tentative Parcel Map No. PPM 11-049.

10           WHEREAS, the County in consideration for granting the Partial Non-Renewal,  
11 desires to amend Land Conservation Contract Number 5513 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 5513A 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. 5513A, 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 Jack Barsamian, 12612 Avenue 392, Cutler, CA 93615, Ph # 559-697-8181

15 David Krause – President (Wonderful Citrus II, LLC), 5001 California Ave. Ste 230,

16 Bakersfield, CA 93309-0734, Ph# 661-720-2411

17 \_\_\_\_\_  
18 \_\_\_\_\_

19 \* \* \*

20  
21 **By execution hereof, the undersigned parties declare under penalty of perjury that**  
22 **he/she/they constitute and are all of the fee title owners of the Subject Property**  
23 **described herein, and are, or are the successors-in-interest of, the owners of such**  
24 **property who entered into the Land Conservation Contract.**  
25

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 Jack Barsamian  
6 (Print Name)  
7 owner  
8

9 Jack Barsamian  
10 (Signature)  
11

12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_

20 "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the  
21 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."  
22

23 STATE OF CALIFORNIA  
24 COUNTY OF Tulare } s. s.

25  
26 On May 24, 2018 before me,

27 Velma Quiroz  
28 a Notary Public  
29 in and for said County and State, personally appeared (printed names) :

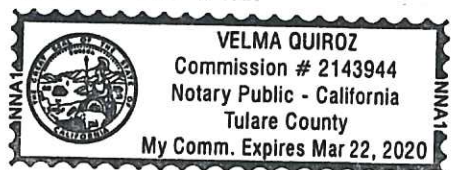
30  
31 JACK BARSAMIAN  
32

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 Signature Velma Quiroz  
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 David Krause  
6

7 (Print Name)

8 President (Wonderful Citrus II, LLC)  
9

10 

11 (Signature)

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

15 STATE OF CALIFORNIA

16 COUNTY OF Kern } s. s.

17 On Feb 19, 2018 before me,

18 Beverly Ann Ramos a Notary Public

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

20 David Wayne Krause  
21

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

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

30 WITNESS my hand and official seal

31 Signature Beverly Ann Ramos  
32



1 COUNTY OF TULARE

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

ATTEST: County Administrative Officer  
Clerk, Board of Supervisors

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



1 **EXHIBIT A**  
2 **LEGAL DESCRIPTION OF SUBJECT PROPERTY**  
3

4 **Portion to Remain Under Contract as Amended (Wonderful Citrus II, LLC)**  
5

6 The Northwest quarter of the Northeast quarter of Section 31, Township 16 South, Range  
7 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California.  
8

9 **Excepting therefrom** the North 300.00 feet of the East 150.00 feet thereof.  
10  
11

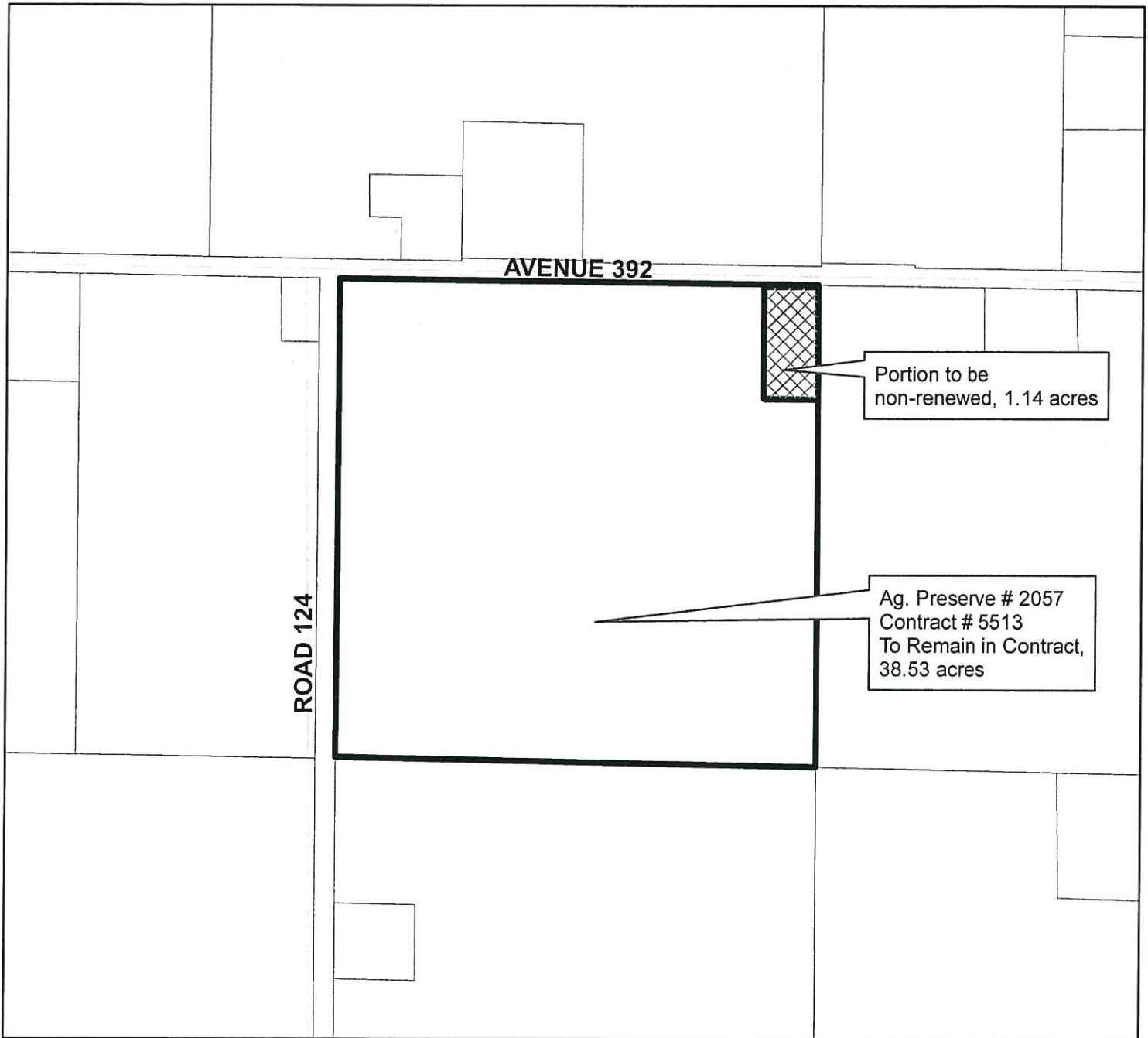
12 **Portion to be Non-Renewed (Barsamian)**  
13

14 The North 300.00 feet of the East 150.00 feet of the Northwest quarter of the Northeast  
15 quarter of Section 31, Township 16 South, Range 25 East, Mount Diablo Base and  
16 Meridian, in the County of Tulare, State of California.  
17



# Exhibit "B"

## Land in Amended Contract # 5513 Agricultural Preserve # 2057



Owner: Idalene Barsamian & David Krause – President (Wonderful Citrus II, LLC)  
 Address: 12612 Avenue 392  
 City, State, ZIP: Cutler, CA 93615  
 Applicant: Same as Above  
 Agent: None  
 Supervisorial District: 4  
 Assessors Parcel: 033-130-035 & -036



## **Attachment No. 3**

### **Attachments for PNR 08-034 (Heeringa)**

- Partial Non-Renewal Application
  - Exhibit A Subject Parcel Legal Description
  - Exhibit B Agricultural Preserve Map
- Amended Contract 4138A:
  - Exhibit A Contract Land Legal Description
  - Exhibit B Map of Land in Amended Contract

Case No. PNR 08-034  
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). 148-010-052 (Portion)

Acreage 0.66 If applicable: Condition of Approval of Project No. PLA 07-043  
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)

Nathan L. Heeringa 25221 Rd. 68, Tulare CA 93274  
Marietta E. Heeringa 559-731-4924

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

[Signature] [Signature]  
Marietta E. Heeringa [Signature]

STATE OF CALIFORNIA  
COUNTY OF Tulare } S. S.

On October 15, 2008 before me,

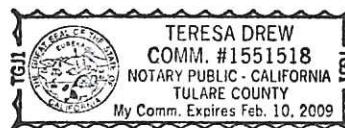
Teresa Drew a Notary Public  
in and for said County and State, personally appeared (printed names):

Nathan L. Heeringa +  
Marietta E. Heeringa

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 Teresa Drew



RECEIVED OCT 20 2008  
by RMA

**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.** 1054

**Land Conservation Contract No.** 4138

Recorded on (Date) 15 January 1971 as Document No. 1760, Vol. 2934, Pages 653 - 657

Name(s) of Original/Contract Owner(s) Emily D. Verissimo

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

Legal Description

For Nathan Heeringa

**PARCEL 2**

Being a portion of the South Half of the Northeast Quarter of Section 25, Township 19 South, Range 23 East, M.D.B & M, In the county of Tulare, State of California, according to the official plat thereof. More particularly described as follows:

Commencing at the east Quarter Corner of said section 25;  
Thence, westerly, 25.00 feet, along the South line of the North half of said Section 25;  
Thence, northerly, 19.00 feet, Parallel with the East line of said Section 25, to the Point Of Beginning:  
Thence, Westerly, 331.50 feet, Parallel with the South line of the North half of said Section 25;  
Thence, Northerly, 207.00 feet, Parallel with said East line;  
Thence, Easterly, 285.50 feet, Parallel with said South line;  
Thence, Southerly, 80.00 feet, Parallel with said East line;  
Thence, Easterly, 46.00 feet, Parallel with said South line;  
Thence, Southerly, 127.00 feet, Parallel with said East line, to the Point of Beginning.

Containing 1.50 Acres

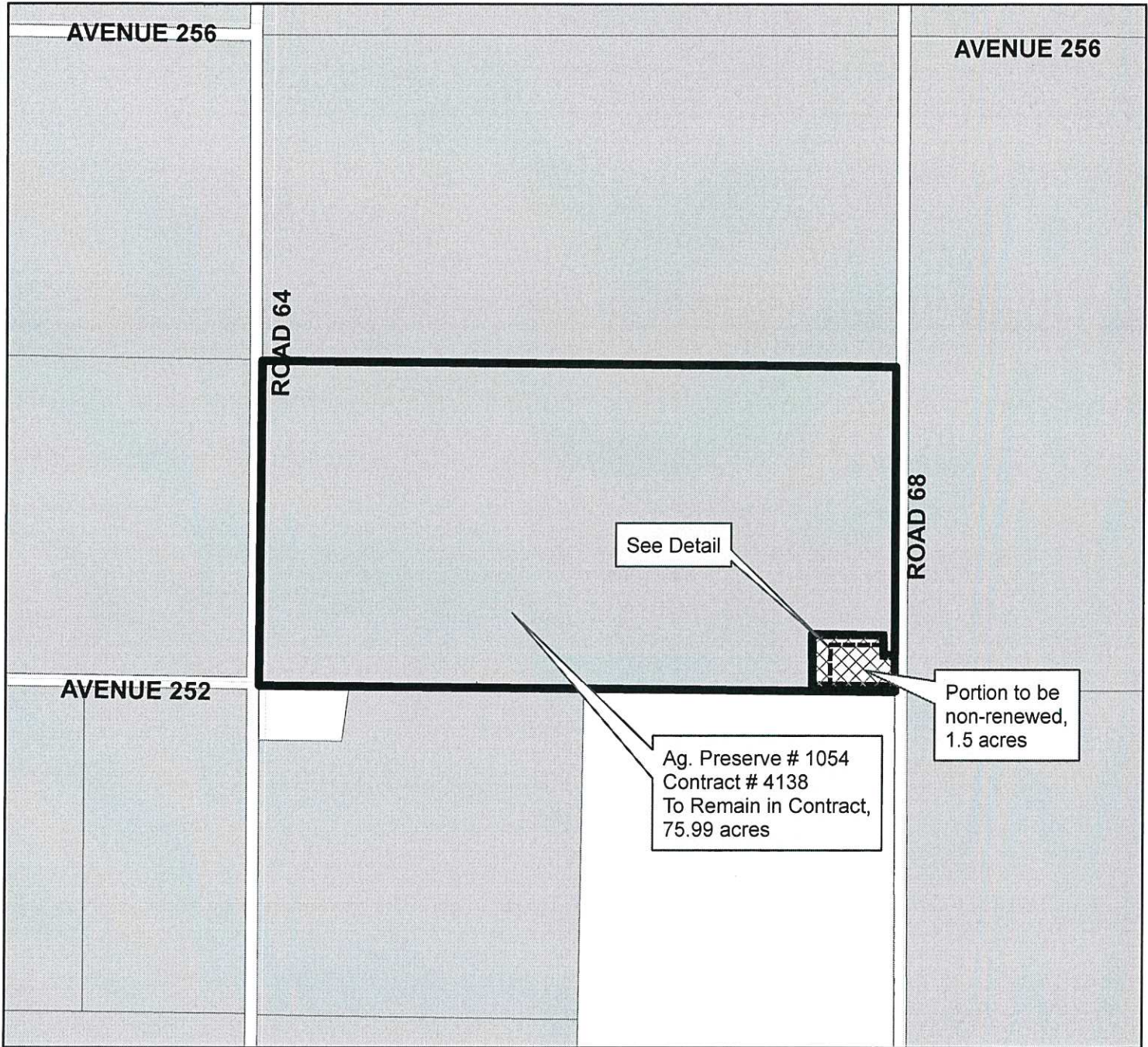
End of Description

7/30/2007



# Exhibit "B"

## Ag. Preserve Map Partial Non-Renewal No. PNR 08-034



Owner: John Domingos, and Nathan L. and Marietta Heeringa  
 Address: 25221 Road 68  
 City, State, ZIP: Tulare, CA 93274  
 Applicant: Nathan L. and Marietta Heeringa  
 Agent: N/A  
 Supervisorial District: 2  
 Assessor's Parcel: 148-010-056 & -057

0 1,000  
 Feet

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

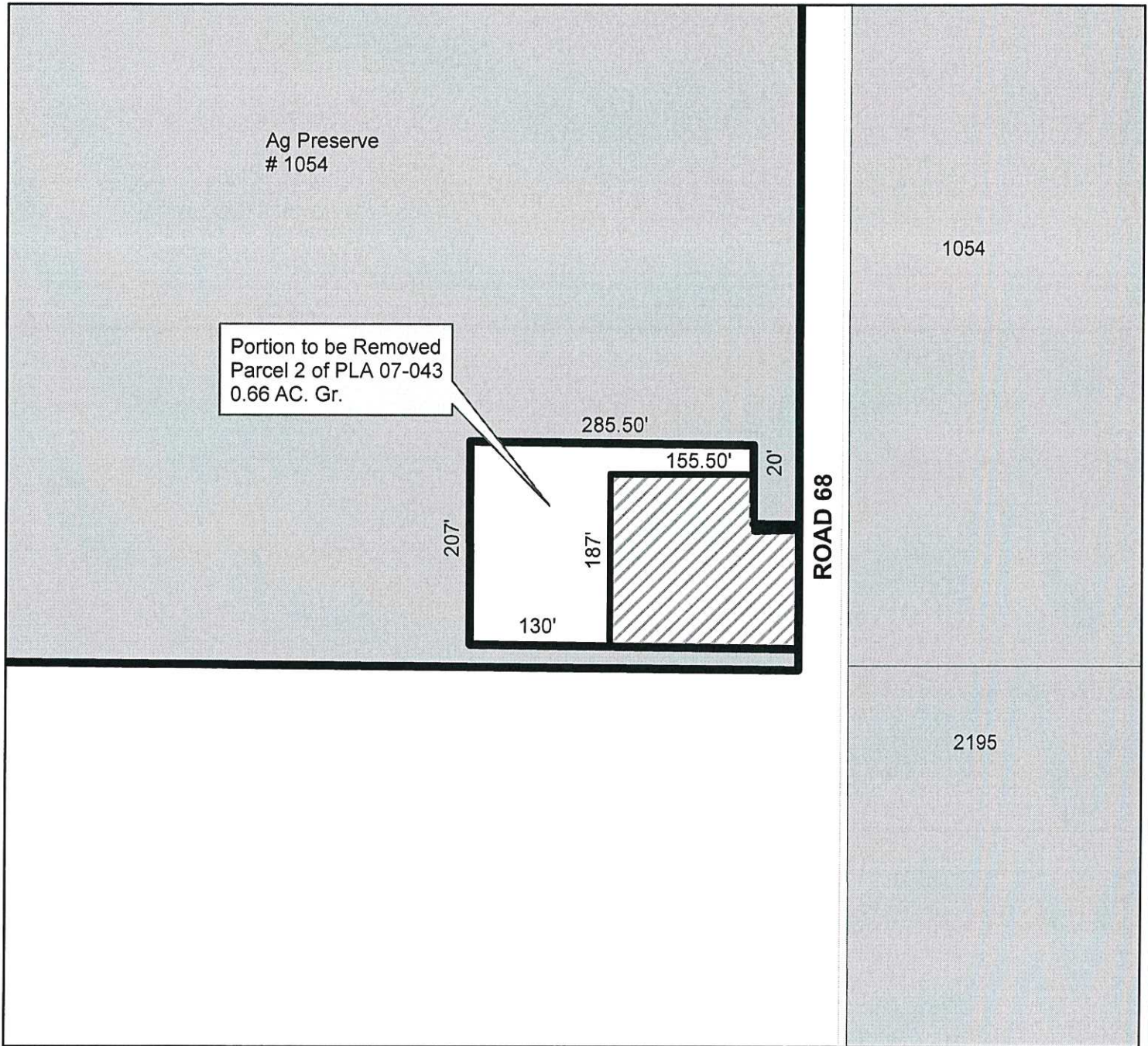




# Exhibit "B" - Detail

## Ag. Preserve Map Partial Non-Renewal

### Ag. Preserve # 1054



Owner: John Domingos, and Nathan L. and Marietta Heeringa  
 Address: 25221 Road 68  
 City, State, ZIP: Tulare, CA 93274  
 Applicant: Nathan L. and Marietta Heeringa  
 Agent: N/A  
 Supervisorial District: 2  
 Assessor's Parcel: 148-010-056 & -057



- Site
- 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 Govt  
8 Code Section 6103)  
9

10  
11 AG PRESERVE NO. 1054  
12 RESOLUTION NO. 1970-1777

*Area for Recorder's Use Only*

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 4138  
17 RECORDED ON 15 JANUARY 1971 AS DOCUMENT NO. 1760.  
18

19  
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 4138A, RESOLUTION NO. \_\_\_\_\_,  
22 is made and entered into as a result of a Lot Line Adjustment PLA 07-043 Application for  
23 APN No. 148-010-056 and 148-010-057, as of this \_\_\_\_\_ day of  
24 \_\_\_\_\_, 2018, by and between John Domingos, and Nathan L. and  
25 Marietta E. Heeringa, hereinafter referred to as the "Owner", and the COUNTY of  
26 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. 4138 hereinafter referred to as  
31 "Subject Property", which is described for A.P.N. No(s). 148-010-056 and 148-010-  
32 057 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). 148-010-056 and 148-010-057; 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 4138 in regards to all or a portion the Subject Property  
7 APN # 148-010-056 and 148-010-057 to satisfy the conditions set forth as a Condition of  
8 Approval of Project Number (if applicable) PLA 07-043 owner's application for a Lot  
9 Line Adjustment PLA 07-043.

10           WHEREAS, the County in consideration for granting the Partial Non-Renewal,  
11 desires to amend Land Conservation Contract Number 4138 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 4138A 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. 4138A, 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 John Domingos, 237 Mitchell Avenue, Tulare, CA 93274. Phone # 559-688-2359.

15 Nathan L. & Marietta E. Heeringa, 25221 Road 68, Tulare, CA 93274

16 Phone # 559-731-4924.

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  
6 Nathan Lee Heeringa  
7 (Print Name)

Nathan Lee Heeringa  
(Signature)

8  
9 Nathan Lee Heeringa  
10  
11 Trustee of  
12 Heeringa Family Trust.

13  
14  
15  
16  
17  
18  
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

22  
23 STATE OF CALIFORNIA  
24 COUNTY OF Kings } s. s.

25  
26 On April 24<sup>th</sup> 2018 before me,

27  
28 Amanda D. Solis a Notary Public  
29 in and for said County and State, personally appeared (printed names) :

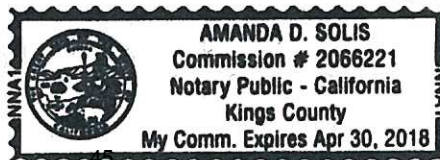
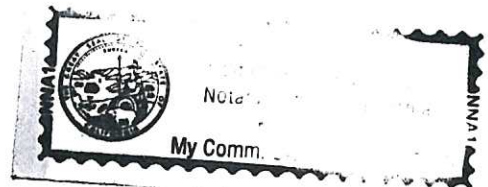
30  
31 Nathan Lee Heeringa

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 Amanda D. Solis



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 Domingos  
6 \_\_\_\_\_  
7 (Print Name)

John Domingos  
8 \_\_\_\_\_  
9 (Signature)  
owner

10 \_\_\_\_\_  
11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
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  
22 STATE OF CALIFORNIA  
23 COUNTY OF Tulare } s. s.

24  
25 On April 24, 2018 before me,

26  
27  
28 Doreen C. Alvez a Notary Public  
29 in and for said County and State, personally appeared (printed names) :

30  
31 John Augustine Domingos  
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 Doreen C. Alvez  
44 \_\_\_\_\_



1 COUNTY OF TULARE

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

ATTEST: County Administrative Officer  
Clerk, Board of Supervisors

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 \_\_\_\_\_  
37 Signature of Notary Public County and State

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 (Domingos)

The South half of the Northeast Quarter of Section 25, Township 19 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 following described Parcel:

Commencing at the East Quarter Corner of said Section 25;  
Thence, Westerly, 25.00 feet, along the South line if the North half of said Section 25;  
Thence, Northerly, 19.00 feet, parallel with the East line of said Section 25, to the **Point of Beginning**;  
Thence, Westerly, 331.50 feet, parallel with the South line of the North half of said Section 25;  
Thence, Northerly, 207.00 feet, parallel with said East line;  
Thence, Easterly, 285.50 feet, parallel with said South line;  
Thence, Southerly, 80.00 feet, parallel with said East line;  
Thence, Easterly, 46.00 feet, parallel with said South line;  
Thence, Southerly, 127.00 feet, parallel with said East line, to the **Point of Beginning**.

Containing 76.62 acres +/-

Portion to be Non-Renewed (Heeringa)

Being apportion of the South half of the Northeast Quarter of Section 25, Township 19 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof. More particularly described as follows:

Commencing at the East Quarter Corner of said Section 25;  
Thence, Westerly, 25.00 feet, along the South line if the North half of said Section 25;  
Thence, Northerly, 19.00 feet, parallel with the East line of said Section 25, to the **Point of Beginning**;  
Thence, Westerly, 331.50 feet, parallel with the South line of the North half of said Section 25;  
Thence, Northerly, 207.00 feet, parallel with said East line;  
Thence, Easterly, 285.50 feet, parallel with said South line;  
Thence, Southerly, 80.00 feet, parallel with said East line;  
Thence, Easterly, 46.00 feet, parallel with said South line;  
Thence, Southerly, 127.00 feet, parallel with said East line, to the **Point of Beginning**.

Containing 1.50 acres

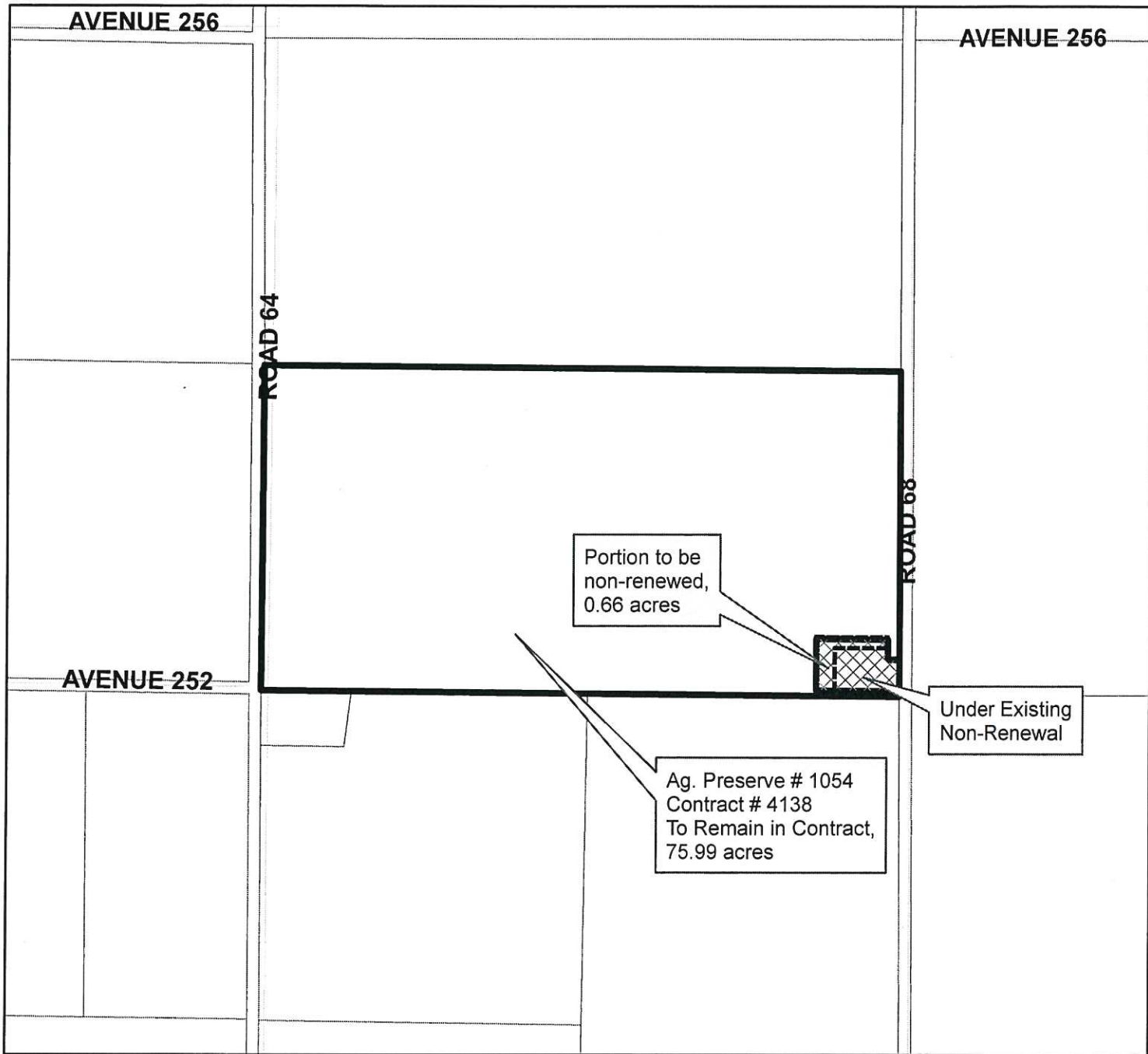




# Exhibit "B"

## Land in Amended Contract # 4138

### Agricultural Preserve # 1054



Owner: John Domingos, and Nathan L. and Marietta Heeringa  
 Address: 25221 Road 68  
 City, State, ZIP: Tulare, CA 93274  
 Applicant: Nathan L. and Marietta Heeringa  
 Agent: N/A  
 Supervisorial District: 2  
 Assessors Parcel: 148-010-056 & -057



## **Attachment No. 4**

### **Attachments for PNR 09-010 (Boesch)**

- Partial Non-Renewal Application
  - Exhibit A Subject Parcel Legal Description
  - Exhibit B Agricultural Preserve Map
- Amended Contract 2383A:
  - Exhibit A Contract Land Legal Description
  - Exhibit B Map of Land in Amended Contract

Case No. PNR 09-010  
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".

*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). 344-110-012 (Portion)

Acreage Five (5) If applicable: Condition of Approval of Project No n/a

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)

<u>Dusty Boesch</u>	<u>HC 4 Box 200, Porterville, CA 93257-9707</u>
<u>Janice Boesch</u>	<u>HC 4 Box 200, Porterville, CA 93257-9707</u>

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

X Dusty Boesch \_\_\_\_\_

X Janice Boesch \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF Tulare } S.S.

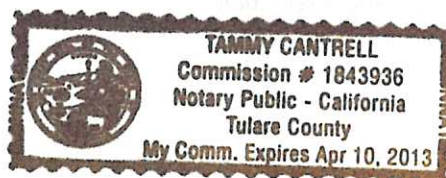
Tammy Cantrell a Notary Public  
in and for said County and State, personally appeared (printed names):

Dusty Boesch  
Janice Boesch

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 Tammy Cantrell



RECEIVED JUL 07 2009  
*By RMA*

**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.** 2383

Recorded on (Date) February 29, 1968 as Document No. Book 2762, Page 374

Name(s) of Original/Contract Owner(s) William A. Sandborg and Linda Sanborg

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 Section 3, Township 24 South, Range 30 East of the Mount Diablo Base and Meridian, being a portion of that parcel of land described in that certain deed recorded in Volume 3533, at Page 202 of Official Records in Tulare County Recorder's Office, more particularly described as follows:

**COMMENCING** at the southwesterly terminus of that certain course described as “South 31°33'59” West 239.45 feet” in said deed (3533 OR 202), thence along said certain course North 31°04'02” East (The bearing of N31°04'02” East taken for the purposes of this description) 29.48 feet to the **TRUE POINT OF BEGINNING**;

thence leaving said certain course, South 45°00'00” East 370.66 feet;

thence South 12°41'51” West 242.36 feet to the South line of said Section 3 and to the exterior boundary line of said Parcel (3533 OR 202) ;

thence along said exterior boundary line the following five (5) courses:

1. South 89°08'59” West 622.74 feet;
2. North 12°41'51” East 109.32 feet;
3. North 33°03'22” East 176.90 feet
4. North 50°42'11” East 359.38 feet, and
5. North 31°04'02” East 29.48 feet to the **TRUE POINT OF BEGINNING**.



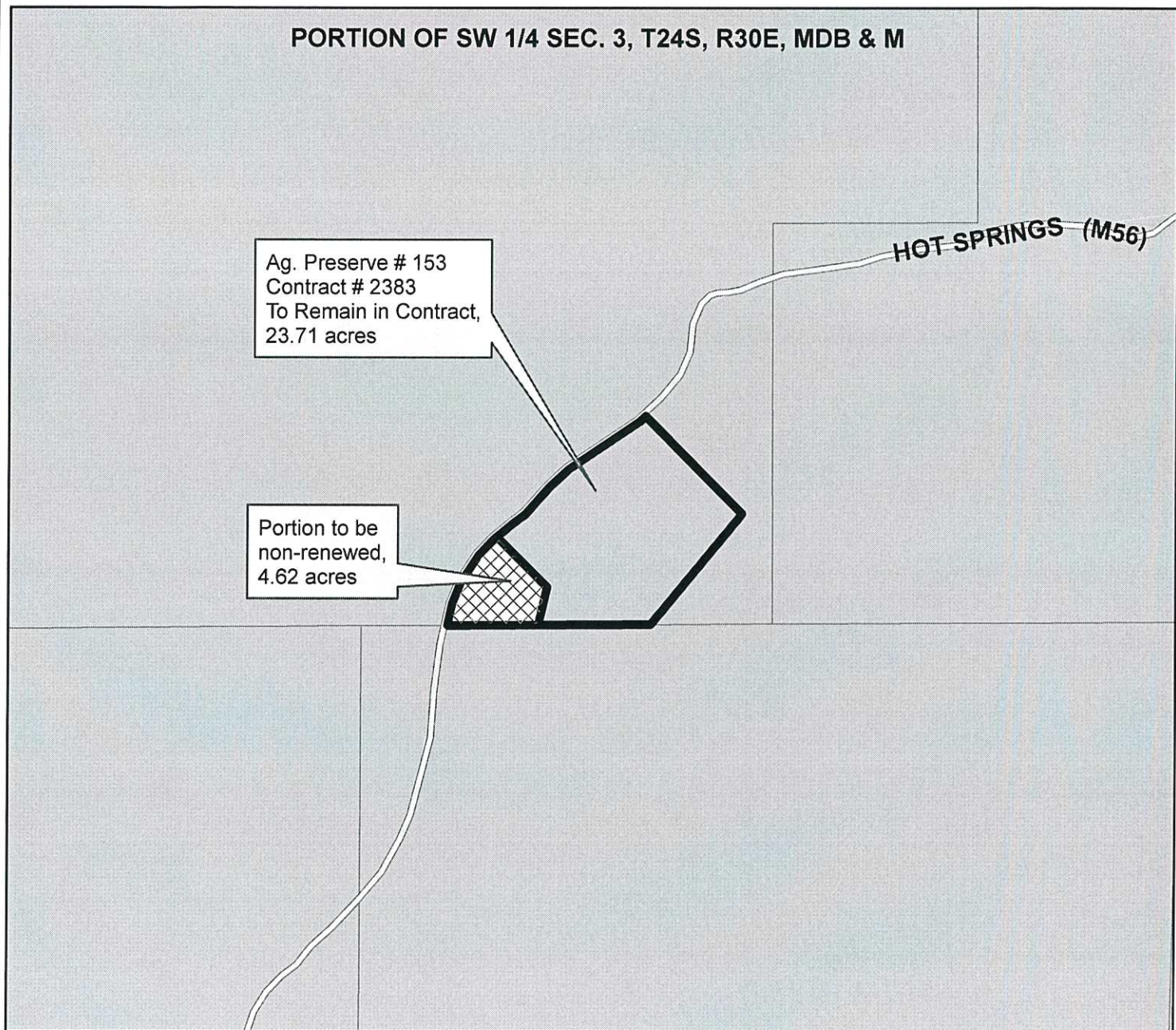
David Baumann, P.L.S. 7309  
License Expires March 31, 2011



# Exhibit "B"

## Ag. Preserve Map Partial Non-Renewal No. PNR 09-010

PORTION OF SW 1/4 SEC. 3, T24S, R30E, MDB & M



**Owner:** DUSTY BOESCH & JANICE BOESCH  
**Address:** HC 4 BOX 200  
**City, State, ZIP:** PORTERVILLE, CA 93257-9707  
**Applicant:** same  
**Agent:** none  
**Supervisory District:** 5  
**Assessors Parcel:** 344-200-005 & -006



- 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 Govt  
8 Code Section 6103)  
9

10  
11 AG PRESERVE NO. 153  
12 RESOLUTION NO. 1968-548

*Area for Recorder's Use Only*

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 2383  
17 RECORDED ON FEBRUARY 29, 1968 AS DOCUMENT NO. 1968-696  
18  
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 2383A, RESOLUTION NO. \_\_\_\_\_,  
22 is made and entered into as a result of an applicant initiated Application for APN No. 344-  
23 200-005 and 344-200-006, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
24 by and between Dusty Boesch and Janice Boesch, hereinafter referred to as the "Owner",  
25 and the COUNTY of TULARE, hereinafter referred to as the "County";

26 WITNESSETH  
27

28 WHEREAS, the Owner owns real property in the County of Tulare, State of  
29 California, under Land Conservation Contract No. 2383 hereinafter referred to as  
30 "Subject Property", which is described for A.P.N. No(s). 344-200-005 and 344-200-  
31 006 with legal descriptions as described in Exhibit A and site plan illustrated in Exhibit B.

32 WHEREAS this contract amendment applies only to the owners of the Subject  
33 Property: A.P.N. No(s). 344-200-005 and 344-200-006; with legal descriptions as  
34 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 2383 in regards to all or a portion the Subject Property  
7 APN # 344-200-005 and 344-200-006.

8           WHEREAS, the County in consideration for granting the Partial Non-Renewal,  
9 desires to amend Land Conservation Contract Number 2383 in regards to the land owned  
10 by Owner to include a provision which states that the original contract and that portion  
11 subject to the project, will continue to be in full force and effect, subject to the express  
12 condition that funds be annually appropriated by the State of California, and that annual  
13 payments continue to be made to the County by the State Controller, under the provisions  
14 of the Open Space Subvention Act (California Government Code section 16140, et. seq.),  
15 and that if said funds are not appropriated or dispersed the County may terminate the  
16 Contract in regards to the land owned by Owner and declare it null and void.

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

19           NOW, THEREFORE, IT IS AGREED as follows:

20           1.       This Amendment to Land Conservation Contract Number 2383A is  
21 entered into pursuant to the Williamson Act and all of the provisions of said Act,  
22 including any amendments hereafter enacted, are hereby incorporated by reference and  
23 made a part of this Contract as if fully set forth herein.



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

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

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

1 Contract No. 2383A, regarding land owned by Owner, shall terminate with no continuing  
2 contractual rights of any kind; provided, however, that the owner may apply for a new  
3 Land Conservation Contract or Farmland Security Zone Contract as otherwise may be  
4 provided by law.

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

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

11  
12 Dusty Boesch, HC Box 200, 38828 Hot Spring Drive, Porterville, CA 93257, Ph # 661-  
13 548-6420.

14 Janice Boesch, HC Box 200, 38828 Hot Springs Drive, Porterville, CA 93257, Ph # 661-  
15 548-6420.

16 \_\_\_\_\_  
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 Dusty Boesch

6 (Print Name)

Dusty Boesch

(Signature)

7 Janice Boesch

Janice Boesch

8 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_

\_\_\_\_\_

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

22 STATE OF CALIFORNIA

23 COUNTY OF Tulare } s. s.

24 On May 29, 2018 before me,

25 Carrie Carrillo a Notary Public

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

27 Dusty Boesch Janice Boesch

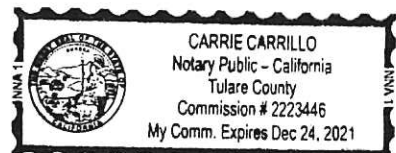
28 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
29 is/are subscribed to the within instrument and acknowledged to me that he/she/they  
30 executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
31 signature(s) on the instrument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

36 Signature

Carrie Carrillo



1 COUNTY OF TULARE

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

ATTEST: County Administrative Officer  
Clerk, Board of Supervisors

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 \_\_\_\_\_  
37 Signature of Notary Public County and State

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**

That portion of the Southwest Quarter of Section 3, Township 24 South, Range 30 East, Mount Diablo Base and Meridian, County of Tulare, State of California more particularly described as follows, to wit:

BEGINNING at the point of intersection of the South line of said Southwest Quarter and the center line of Hot Springs Road (County Road M-56);

Thence North 89°38'56" East, 1,349.42 feet along the South line of said Southwest Quarter;

Thence North 38°49'08" East, 536.33 feet;

Thence North 35°56'27" East, 310.21 feet;

Thence North 44°53'17" West, 749.48 feet, to a point in the center line of said Hot Springs Road;

Thence along the center line of said Hot Springs Road, South 47°50'13" West, 196.72 feet;

Thence South 69°24'45" West 220.66 feet;

Thence South 55°26'29" West 556.37 feet;

Thence South 31°33'59" West 259.45 feet;

Thence South 51°12'08" West 359.38 feet;

Thence South 33°33'19" West 176.90 feet;

Thence South 13°11'48" West 109.32 feet to the POINT OF BEGINNING

EXCEPTING that portion as described therefrom the following:

That portion of the Southwest Quarter of Section 3, Township 24 South, Range 30 East of Mount Diablo Base and Meridian, being a portion of the parcel of land described in that certain deed recorded in Volume 3533, at Page 202 of Official Records in Tulare County Recorder's Office, more particularly described as follows:

COMMENCING at the Southwesterly terminus of that certain course described as "South 31°33'59" West 239.45 feet" in said deed (3533 OR 202), thence along said certain course North 31°04'02" East (The bearing of N31°04'02" East taken for the purpose of this description) 29.48 feet to the TRUE POINT OF BEGINNING;

Thence leaving said course, South 45°00'00" East 370.696 feet;

1 Thence South 12°41'51" West 242.36 feet to the South line of said Section 3 and to the  
2 exterior boundary line of said Parcel (3533 OR 202);

3  
4 Thence along said exterior boundary line the following five (5) courses:

- 5  
6 1. South 89°08'59" West 622.74 feet;  
7 2. North 12°41'51" East 109.32 feet;  
8 3. North 33°02'22" East 176.90 feet;  
9 4. North 50°42'11" East 359.38 feet, and  
10 5. North 31°04'02" East 29.48 feet to the TRUE POINT OF BEGINNING.

11  
12  
13 **Portion to be Non-Renewed**

14  
15 That portion of the Southwest Quarter of Section 3, Township 24 South, Range 30 East  
16 of Mount Diablo Base and Meridian, being a portion of the parcel of land described in  
17 that certain deed recorded in Volume 3533, at Page 202 of Official Records in Tulare  
18 County Recorder's Office, more particularly described as follows:

19  
20 COMMENCING at the Southwesterly terminus of that certain course described as "South  
21 31°33'59" West 239.45 feet" in said deed (3533 OR 202), thence along said certain  
22 course North 31°04'02" East (The bearing of N31°04'02" East taken for the purpose of  
23 this description) 29.48 feet to the TRUE POINT OF BEGINNING;

24  
25 Thence leaving said course, South 45°00'00" East 370.696 feet;

26  
27 Thence South 12°41'51" West 242.36 feet to the South line of said Section 3 and to the  
28 exterior boundary line of said Parcel (3533 OR 202);

29  
30 Thence along said exterior boundary line the following five (5) courses:

- 31  
32 6. South 89°08'59" West 622.74 feet;  
33 7. North 12°41'51" East 109.32 feet;  
34 8. North 33°02'22" East 176.90 feet;  
35 9. North 50°42'11" East 359.38 feet, and  
36 10. North 31°04'02" East 29.48 feet to the TRUE POINT OF BEGINNING.

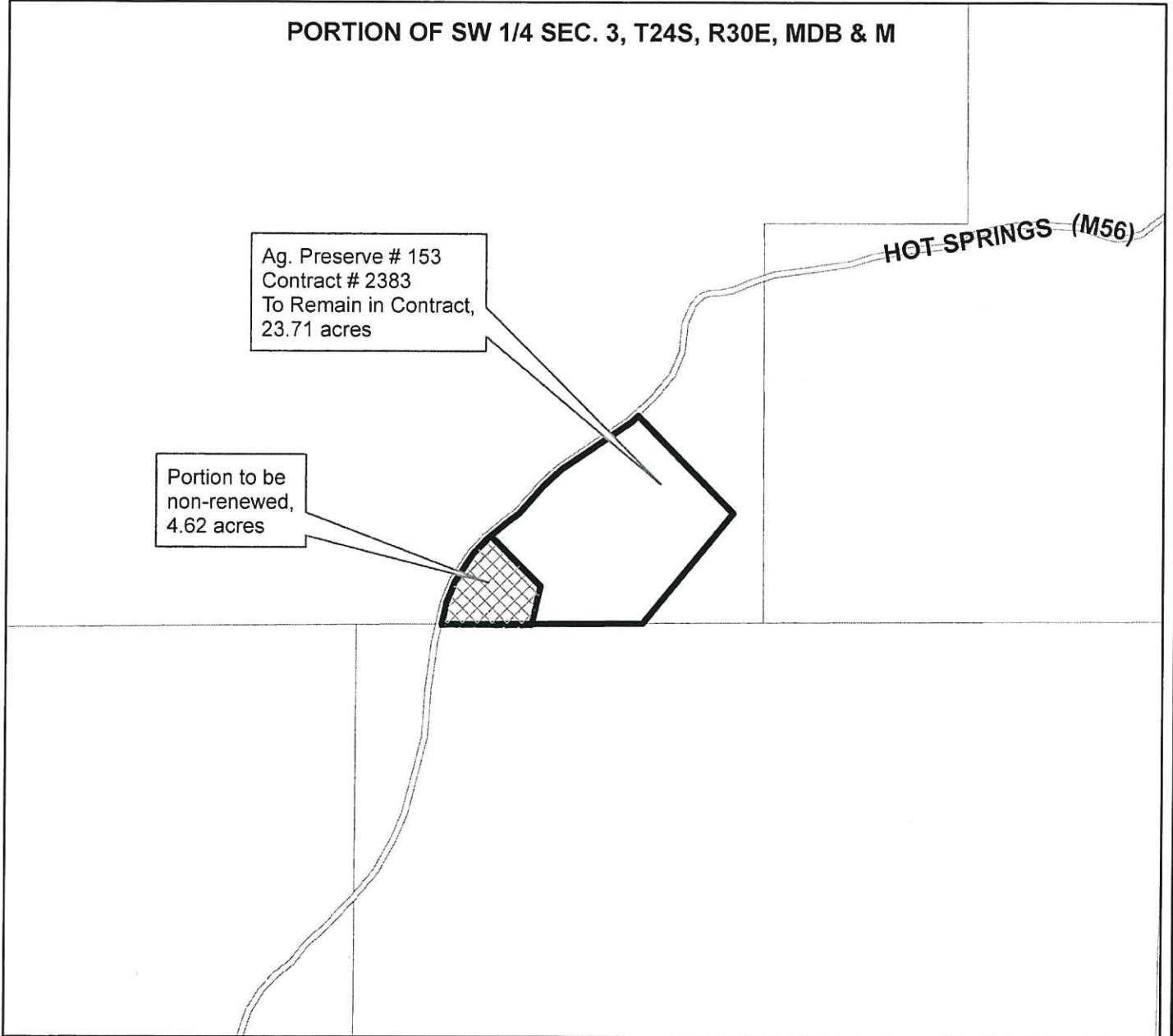


# Exhibit "B"

## Land in Amended Contract # 2383

### Agricultural Preserve # 153

PORTION OF SW 1/4 SEC. 3, T24S, R30E, MDB & M



**Owner:** DUSTY BOESCH & JANICE BOESCH  
**Address:** HC 4 BOX 200  
**City, State, ZIP:** PORTERVILLE, CA 93257-9707  
**Applicant:** same  
**Agent:** none  
**Supervisory District:** 5  
**Assessors Parcel:** 344-200-005 & -006



**Attachment No. 5  
(Emershaw)**

**Amendment to Land Conservation Contract  
No. 5643A:**

Exhibit A: Contract Land Legal Description

Exhibit B: Map of Land in Amended Contract



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. 1754  
12 RESOLUTION NO. 1970-3332

*Area for Recorder's Use Only*

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 5643  
17 RECORDED ON 23 FEBRUARY 1971 AS DOCUMENT NO. 8420.  
18

19  
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 5643A, RESOLUTION NO. \_\_\_\_\_,  
22 is made and entered into as a result of a Tentative Parcel Map No. PPM 08-056  
23 Application for APN No. 111-050-048, as of this \_\_\_\_\_ day of  
24 \_\_\_\_\_, 2018, by and between Robert and Rose Emershaw,  
25 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. 5643 hereinafter referred to as  
31 "Subject Property", which is described for A.P.N. No(s). 111-050-048 with legal  
32 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). 111-050-048; with legal descriptions as described in Exhibit A  
35 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 Tentative Parcel Map PPM 08-056  
6 subject to said Land Conservation Contract Number 5643 in regards to all or a portion the  
7 Subject Property APN # 111-050-048 to satisfy the conditions set forth as a Condition of  
8 Approval of Project Number (if applicable) PPM 08-056 owner's application for a  
9 Tentative Parcel Map No. PPM 08-056.

10           WHEREAS, the County in consideration for granting the Tentative Parcel Map  
11 PPM 08-056, desires to amend Land Conservation Contract Number 5643 in regards to  
12 the land owned by Owner to include a provision which states that the original contract  
13 and that portion subject to the project, will continue to be in full force and effect, subject  
14 to the express condition that funds be annually appropriated by the State of California,  
15 and that annual payments continue to be made to the County by the State Controller,  
16 under the provisions of the Open Space Subvention Act (California Government Code  
17 section 16140, et. seq.), and that if said funds are not appropriated or dispersed the  
18 County may terminate the Contract in regards to the land owned by Owner and declare it  
19 null and 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.

22           NOW, THEREFORE, IT IS AGREED as follows:

1           1.       This Amendment to Land Conservation Contract Number 5643A 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. 5643A, 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 Robert and Rose Emershaw, 30578 Road 180, Visalia, CA 93292

17 Phone # 559-592-7258.

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 ROSE EMERSHAW  
6 (Print Name)

Rose Emershaw  
(Signature)

8 ROBERT EMERSHAW

Robert Emershaw

10  
11  
12  
13  
14  
15  
16  
17  
18  
19

"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 May 1, 2018 before me,

27 Velma Quiroz a Notary Public

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

29 Rose Emershaw Robert Emershaw

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 Velma Quiroz  
44



1 COUNTY OF TULARE

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

ATTEST: County Administrative Officer  
Clerk, Board of Supervisors

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**

That Portion of the Southwest quarter of Section 21, Township 18 South, Range 26 East, Mount Diablo Meridian, in the County of Tulare, State of California according to the Official Plat thereof described as follows:

Beginning at a point on the West line of said Southwest quarter a distance of 472.09 feet south of the Northwest corner thereof, said point being the Southwest corner of the land conveyed to W.M. Epp, by Deed recorded in Book 181, Page 179 of Deeds; thence South 89°11'08" East along the South line of the land so conveyed to Epp a distance of 2201.33 feet to a point in the West line of the land conveyed to J.D. Waugh by Deed recorded in Book 160, Page 211 of Deeds; thence South 01°54'29" East along the West line of the land so conveyed to Waugh a distance of 882.43 feet; thence North 89°11'08" West a distance of 2224 feet to a point in the West line of the Southwest quarter of said Section; thence North 00°23' West along said West line a distance of 881.62 feet to the **Point of Beginning**.

**EXCEPTING** therefrom any portion contained in the following described parcel:

Commencing at the West quarter corner of said Section 21; thence South (basis for bearings for this description) along the West line of said Southwest quarter a distance of 1235.82 feet to the **True Point of Beginning**; thence leaving said West line South 87°18'46" East a distance of 180.03 feet; thence South 67°51'51" East a distance of 208.83 feet; thence South 01°35'40" East a distance of 213.32 feet; thence South 84°06'21" West a distance of 381.21 feet to said West line; thence North along said West line a distance of 339.51 feet to the **True Point of Beginning**.

**ALSO EXCEPTING** therefrom that portion thereof described as follows:

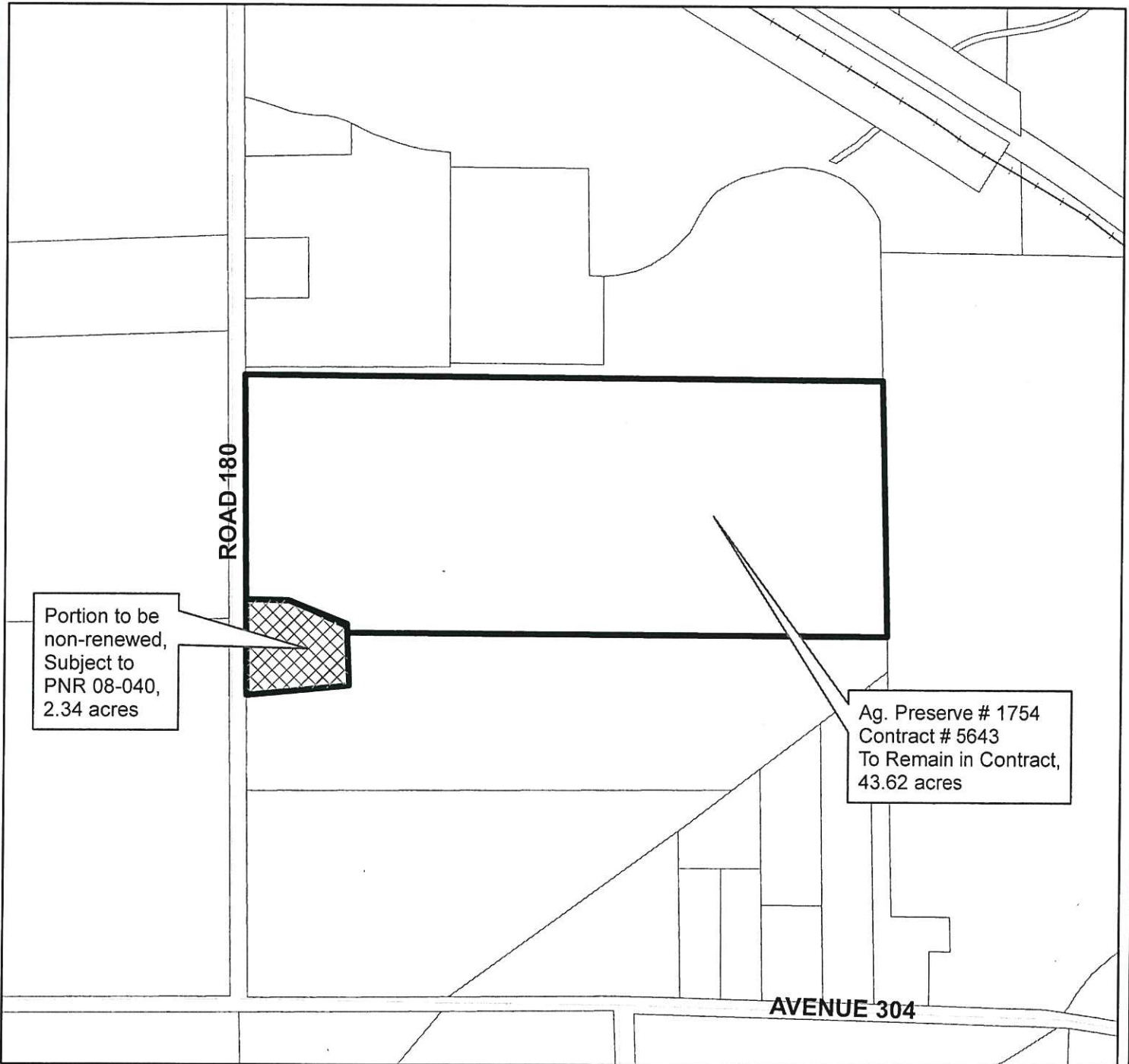
Beginning at a point on the West line of said Southwest quarter distant 472.09 feet South 00°23'00" East of the Northeast corner thereof, said point being the Southwest corner of the land conveyed to W.M. Epp by Deed recorded January 3, 1911, in Book 181, Page 179 of Deeds; thence South 89°16'56" East along the South line of land so conveyed a distance of 1100.71 feet; thence leaving said South line, South 89°45'17" West a distance of 1100.52 feet to a point in said West line; thence North 00°23'00" West a distance of 18.50 feet to the **Point of Beginning**.



# Exhibit "B"

## Land in Amended Contract # 5643

### Agricultural Preserve # 1754



Owner: Robert and Rose Emershaw  
 Address: 30578 Road 180  
 City, State, ZIP: Visalia, CA 93292  
 Applicant: same  
 Agent: N/A  
 Supervisorial District: 1  
 Assessors Parcel: 111-050-047 & -048

