



**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: November 6, 2018

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

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

SUBJECT: Partial Non-Renewal No. PNR 08-006 of Agricultural Preserve Contract and Land Conservation Contract Amendment

REQUEST(S):
That the Board of Supervisors:

1. Authorize the filing of a Notice of Partial Non-Renewal for the following Land Conservation Contract, and Farmland Security Zone Contract, as provided in the Williamson Act. The request fulfills a condition resulting from one (1) Lot Line Adjustment, and an applicant initiated Partial Non-Renewal application:

PNR 08-006 – Williamson Act Contract No. 3145, Ag Preserve No. 0493, located on the north side of Avenue 416, approximately ¼ mile west of the intersection of Avenue 416 and Road 152, east of East Orosi (APNs 035-230-019, and 035-230-020) (Roger William Norton Revocable Trust – Roger William Norton, Trustee, and James J. Cotter Estate – David Glenn Roth, Present of Estate) (1.43 acres to be non-renewed as a condition of Lot Line Adjustment PLA 07-068) (28.23 acres subject to contract amendment).

PNR 05-029 – Williamson Act Farmland Security Zone Contract No. 20434, Farmland Security Zone No. 1010, located on the north side of Avenue 208, approximately 500 feet east of the intersection of Road 196 and Avenue 208, southwest of Lindsay (APNs 214-020-018 and 214-020-019) (Tower Citrus, LLC (Owners: Margaret Susan Sharp, Lewis Inman Sharp III, Lewis Inman Sharp IV, Victoria A. Sharp, and Bruce Bassett)) (1.0 acre to be non-renewed, and 27 acres subject to Farmland Security Zone Contract amendment).

SUBJECT: Partial Non-Renewal No. PNR 08-006 of Agricultural Preserve Contract and Land Conservation Contract Amendment

DATE: November 6, 2018

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

SUMMARY:

One (1) Notice of Partial Non-Renewal of Williamson Act Contract, and Contract Amendment to the Land Conservation Contract, and one (1) Notice of Partial Non-Renewal of the Williamson Act Farmland Security Zone, and Farmland Security Zone Contract Amendment have been received pursuant to Government Code Section 51245 (Williamson Act). The partial notice of non-renewals were filed to meet the condition of approval for one (1) Lot Line Adjustment, and an applicant initiated application for a Partial Non-Renewal to Farmland Security Zone and Farmland Security Zone Contract Amendment. The non-renewal notices will affect 2.43 acres. The amended Land Conservation Contract and the Farmland Security Zone Contract will affect a total of 55.23 acres.

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

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

FISCAL IMPACT/FINANCING:

In 2011 approval of Senate Bill 80 (Chapter 11, Statutes of 2011) eliminated all state subvention payments to eligible counties and cities. Therefore, the current impact to the General Fund will be a decrease of \$0 in annual State subvention revenue from the removal of 2.43 acres of Williamson Act contracted lands. However, increased property taxes on contracts in Non-Renewal will increase revenue to the County.

The Non-Renewal process typically takes ten years for the Land Conservation Contract to end. Property assessments and tax revenue increase incrementally during Non-Renewal and reach full market value when the property completes Non-

SUBJECT: Partial Non-Renewal No. PNR 08-006 of Agricultural Preserve Contract and Land Conservation Contract Amendment

DATE: November 6, 2018

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. One (1) PNR application had a flat filing fee of \$163, and one (1) PNR application had a flat filing fee of \$75 for a total of \$238 for the applications submitted. Applications for Land Conservation Contract Amendments without Partial Non-Renewals are currently not charged a filing fee. There is currently no applicant fee for staff time involved in preparing amended Williamson Act Contracts.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

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

ADMINISTRATIVE SIGN-OFF:



Michael Washam
Associate Director



Reed Schenke, P.E.
Director

cc: County Administrative Office

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

1. PNR 08-006 – Roger William Norton Revocable Trust, and James J. Cotter Estate
2. PNR 05-029 – Tower Citrus, LLC

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

IN THE MATTER OF PARTIAL NON-RENEWAL)
NO. PNR 08-006 OF AGRICULTURAL) Resolution No. _____
PRESERVE CONTRACT AND LAND)
CONSERVATION CONTRACT AMENDMENT)

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

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Authorized the filing of a Notice of Partial Non-Renewal for the following Land Conservation Contract, as provided in the Williamson Act. The request fulfills a condition resulting from one (1) Tentative Parcel Map:
PNR 08-006 – Williamson Act Contract No. 3145, Ag Preserve No. 0493, located on the north side of Avenue 416, approximately ¼ mile west of the intersection of Avenue 416 and Road 152, east of East Orosi (APNs 035-230-019, and 035-230-020) (Roger William Norton Revocable Trust – Roger William Norton, Trustee, and James J. Cotter Estate – David Glenn Roth, Present of Estate) (1.43 acres to be non-renewed as a condition of Lot Line Adjustment PLA 07-068) (28.23 acres subject to contract amendment).
PNR 05-029 – Williamson Act Farmland Security Zone Contract No. 20434, Farmland Security Zone No. 1010, located on the north side of Avenue 208, approximately 500 feet east of the intersection of Road 196 and Avenue 208, southwest of Lindsay (APNs 214-020-018 and 214-020-019) (Tower Citrus, LLC (Owners: Margaret Susan Sharp, Lewis Inman Sharp III, Lewis Inman Sharp IV, Victoria A. Sharp, and Bruce Bassett)) (1.0 acre to be non-renewed, and 27 acres subject to farmland security zone contract amendment).
2. Approved the execution of the amendments to the Land Conservation Contracts as conditions of approval for the aforementioned Partial Non-Renewals; and
3. Authorized the Chairman to sign the amendments to the Williamson Act Contracts.

Attachment No. 1

Attachments for PNR 08-006 Agricultural Preserve No. 493 (Norton and Cotter)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 3145A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

Case No. PNR 08-006
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

RECEIVED APR 12 2008

[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, 2009. 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). 035-230-004 & 035-230-007 (Portion)

Acreage 1.86 gross/1.43 net If applicable: Condition of Approval of Project No. PLA 07-068

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)

Roger William Norton Trustee
14942 AVE 416 Orosi, Calif 93647

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

[Signature]

STATE OF CALIFORNIA
COUNTY OF TULARE } S. S.

On APRIL 11, 2008 before me,

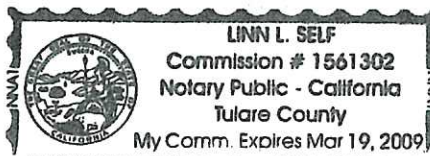
LINN L. SELF a Notary Public
in and for said County and State, personally appeared (printed names) :

ROGER WILLIAM NORTON

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Signature]



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. 0493 _____

Land Conservation Contract No. 3145 _____

Recorded on (Date) 02 January 1970 as Document No. 1970-0014, Vol. 2873, Pages 801 to 805

Name(s) of Original/Contract Owner(s) Gerald E. Norton and Dorothy L. Norton

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

Dated: _____
Deputy Clerk of the Board of Supervisors of the County of Tulare

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

STATE OF CALIFORNIA)
COUNTY OF TULARE)

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

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

Witness by hand and official seal.
Clerk of the Board of Supervisors
County of Tulare, pursuant to the
Authority of Civil Code
Sections 1181 and 1184.

Signature: _____
Deputy Clerk

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

DATE: _____

“Exhibit A”

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

PARCEL 1 of PLA 07-068:

That portion of the Southwest Quarter of the Southeast Quarter of Section 10, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows:

Commencing for reference at the Southeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 10; thence North 89°25'36” West along the South line of said Southwest Quarter, a distance of 493.35 feet to the Southwest Corner of the East 15 acres of said Southwest Quarter, the True Point of Beginning; thence continuing North 89°25'36” West along said South line, a distance of 16.65 feet; thence North 00°13'50” West, parallel to the West line of said East 15 acres, a distance of 320.00 feet; thence South 89°55'14” East, a distance of 251.82 feet; thence South 00°15'29” East, a distance of 322.17 feet to a point in the South line of said Southwest Quarter; thence North 89°25'36” West, along said South line, a distance of 252.00 feet to the True Point of Beginning.

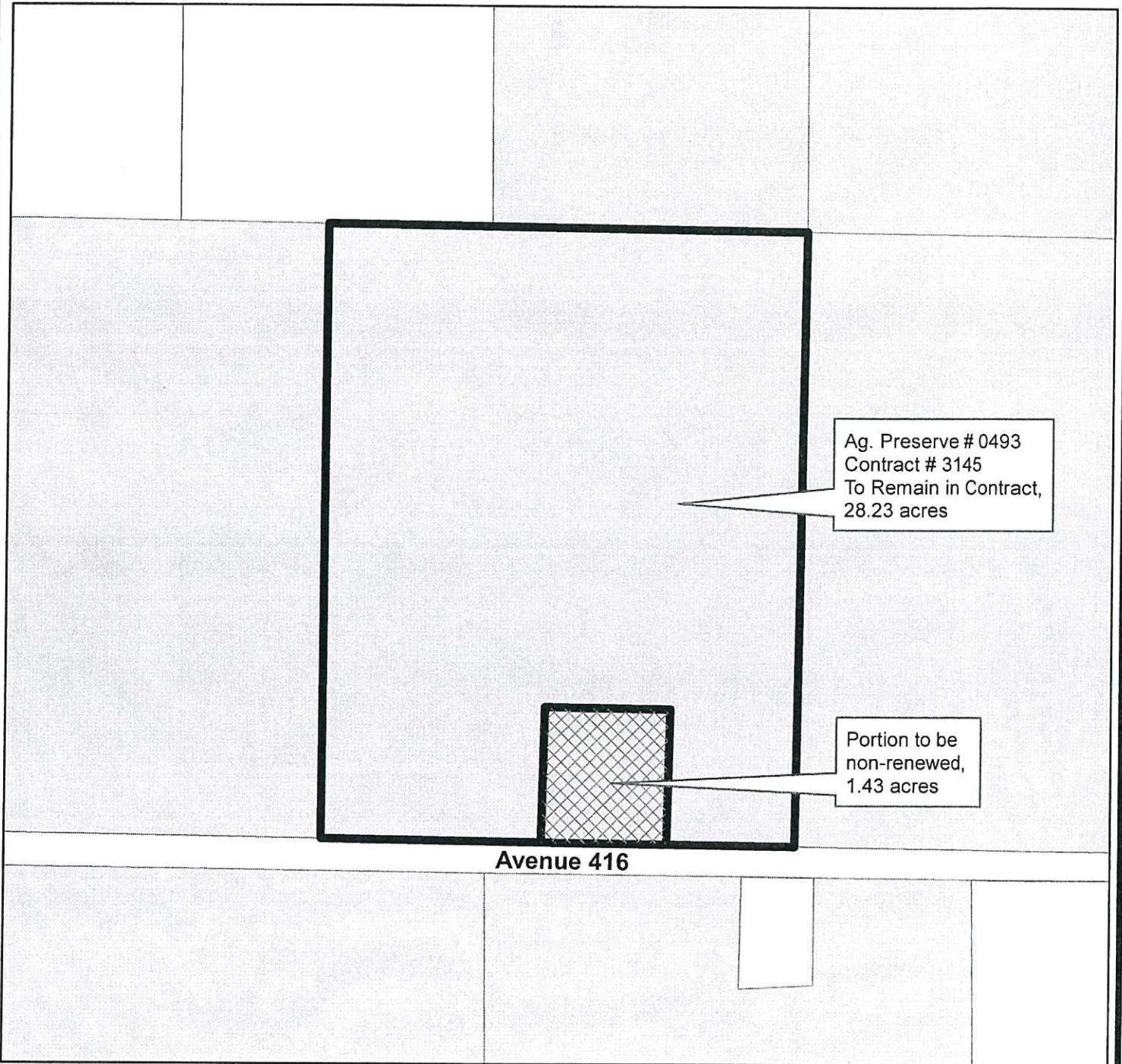
SUBJECT TO road Rights of Way of record.





Exhibit "B"

Ag. Preserve Map Partial Non Renewal No. PNR 08-006



Owner: Roger William Norton and James J. Cotter Estate
 Address: 14942 Avenue 416
 City, State, ZIP: Orsi, CA 93247
 Applicant: Roger William Norton
 Agent: N/A
 Supervisorial District: 4
 Assessors Parcel: 035-230-019 & -020



- 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. 0493
12 RESOLUTION NO. 1969-2150

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 3145
17 RECORDED ON 02 JANUARY 1970 AS DOCUMENT NO. 14, Vol. 2873 Pg. 801-805
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 3145A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Partial Non-Renewal, Application No. PNR 08-
23 006 for APN No. 035-230-019 and 035-230-020, as of this _____ day of
24 _____, 2018, by and between Roger William Norton Revocable Trust
25 - Roger William Norton, Trustee , and James J. Cotter Estate - David Glenn Roth,
26 President of Estate, hereinafter referred to as the "Owner", and the COUNTY of
27 TULARE, hereinafter referred to as the "County";

28 WITNESSETH
29

30 WHEREAS, the Owner owns real property in the County of Tulare, State of
31 California, under Land Conservation Contract No. 3145 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 035-230-019 and 035-230-
33 020 with legal descriptions as described in Exhibit A and site plan illustrated in Exhibit B.

1 WHEREAS this contract amendment applies only to the owners of the Subject
2 Property: A.P.N. No(s). 035-230-019 and 035-230-020; with legal descriptions as
3 described in Exhibit A and site plan illustrated in Exhibit B.

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

8 WHEREAS, the Owner has applied for a Partial Non-Renewal of said Land
9 Conservation Contract Number 3145 in regards to all or a portion the Subject Property
10 APN # 035-230-019 and 035-230-020 to satisfy the conditions set forth as a Condition of
11 Approval of Project Number (if applicable)PLA 07-068 owner's application for a Lot
12 Line Adjustment PLA 07-068.

13 WHEREAS, the County in consideration for granting the Partial Non-Renewal
14 No. PNR 08-006, desires to amend Land Conservation Contract Number 3145 in regards
15 to the land owned by Owner to include a provision which states that the original contract
16 and that portion subject to the project, will continue to be in full force and effect, subject
17 to the express condition that funds be annually appropriated by the State of California,
18 and that annual payments continue to be made to the County by the State Controller,
19 under the provisions of the Open Space Subvention Act (California Government Code
20 section 16140, et. seq.), and that if said funds are not appropriated or dispersed the
21 County may terminate the Contract in regards to the land owned by Owner and declare it
22 null and void.

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

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 3145A is
3 entered into pursuant to the Williamson Act and all of the provisions of said Act,
4 including any amendments hereafter enacted, are hereby incorporated by reference and
5 made a part of this Contract as if fully set forth herein.

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

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

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

1 funds, amendment or repeal of the applicable provisions of the Open Space Subvention
2 Act, or by any other cause whatsoever. The County may exercise its option to declare the
3 Contract null and void by delivering notice to the Department of Conservation, Division
4 of Land Resource Protection, Owner or successors or assigns, and by recording such
5 notice in the Official Records of Tulare County. This Amended Land Conservation
6 Contract No. 3145A, regarding land owned by Owner, shall terminate with no continuing
7 contractual rights of any kind; provided, however, that the owner may apply for a new
8 Land Conservation Contract or Farmland Security Zone Contract as otherwise may be
9 provided by law.

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

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

16
17 Roger William Norton Revocable Trust – Roger William Norton, Trustee, 14942 Avenue
18 416, Oroshi, CA 93647, Phone # 559-528-3569.

19 James J. Cotter Estate – David Glenn Roth, President of Estate, 24780 E. South Avenue,
20 Orange Cove, CA 93646, Phone # 559-626-5000.

21
22 * * *

23
24 **By execution hereof, the undersigned parties declare under penalty of perjury that**
25 **he/she/they constitute and are all of the fee title owners of the Subject Property**
26 **described herein, and are, or are the successors-in-interest of, the owners of such**
27 **property who entered into the Land Conservation Contract.**
28

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 James S Cotten Estates

6 (Print Name)

(Signature)

7 David Glen Roth

8 [Signature]

9 President of Estates

10 Roger William Norton Revocable Trust

11 Roger William Norton Trustee

12 [Signature]

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

16 STATE OF CALIFORNIA

17 COUNTY OF Tulare } s. s.

18 On September 27, 2018 before me,

19 Carrie Carrillo a Notary Public

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

21 David Glen Roth + Roger William Norton

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 WITNESS my hand and official seal

30 Signature

31 [Signature]



1 COUNTY OF TULARE

2
3
4 BY: _____
5 Chairman, Board of Supervisors

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 BY: _____
8 Deputy Clerk
9

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

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

17
18 STATE OF CALIFORNIA)
19) ss.
20 COUNTY OF TULARE)
21

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

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

33 WITNESS my hand and official seal.

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

38 Attachment
39

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

4 **Portion to Remain Under Contract as Amended (James J. Cotter Estate)**
5

6 That portion of the Southwest Quarter of the Southeast Quarter of Section 10, Township
7 16 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare,
8 State of California, described as follows:
9

10 Beginning at the Southeast Corner of the Southeast Quarter of the Southeast Quarter of
11 said Section 10; thence North 89°25'36" West along the South line of said Southwest
12 Quarter, a distance of 258.00 feet; thence North 00°15'29" West, a distance of 322.17
13 feet; thence North 89°55'14" West, a distance of 251.82 feet; thence South 00°13'50"
14 East, parallel to the West line of the East 15 acres of said Southwest Quarter, a distance
15 of 320.00 feet to a point in the South line of said Southwest Quarter; thence North
16 89°25'36" West, along said South line, a distance of 479.85 feet; thence North 00°13'24"
17 West, a distance of 1323.36 feet; thence South 89°31'01" East, a distance of 989.66 feet;
18 thence South 00°13'50" East, a distance of 1324.92 feet to the Point of Beginning.
19
20

21 **Portion to be Non-Renewed (Norton)**
22

23 That portion of the Southwest Quarter of the Southeast Quarter of Section 10, Township
24 16 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare,
25 State of California, described as follows:
26

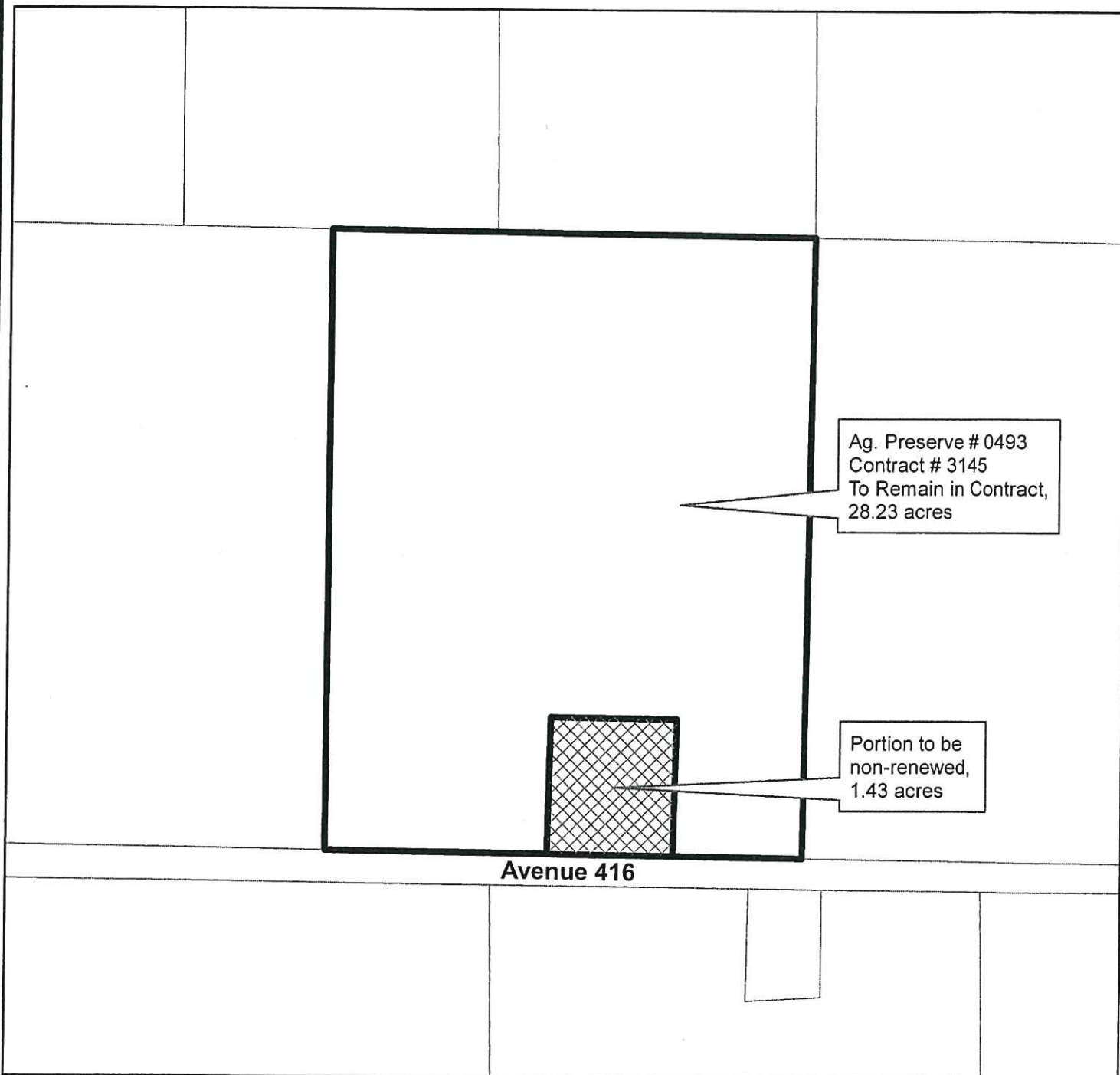
27 Commencing for reference at the Southeast corner of the Southwest Quarter of the
28 Southeast Quarter of said Section 10; thence North 89°25'36" West along the South line
29 of said Southwest Quarter, a distance of 493.35 feet to the Southwest Corner of the east
30 15 acres of said Southwest Quarter, the True point of Beginning; thence continuing North
31 89°25'36" West along said South line, a distance of 16.65 feet; thence North 00°13'50"
32 West, parallel to the West line of said East 15 acres, a distance of 320.00 feet; thence
33 South 89°55'14" East, a distance of 251.82 feet; thence South 00°15'29" East, a distance
34 of 322.17 feet to a point in the South line of said Southwest Quarter; thence North
35 89°35'36" West, along said South line, a distance of 252.00 feet to the True Point of
36 Beginning.
37



Exhibit "B"

Land in Amended Contract # 3145

Agricultural Preserve # 0493



Ag. Preserve # 0493
 Contract # 3145
 To Remain in Contract,
 28.23 acres

Portion to be
 non-renewed,
 1.43 acres

Avenue 416

Owner: Roger William Norton and
 James J. Cotter Estate
 Address: 14942 Avenue 416
 City, State, ZIP: Orosi, CA 93247
 Applicant: Roger William Norton
 Agent: N/A
 Supervisorial District: 4
 Assessors Parcel: 035-230-019 & -020



Attachment No. 2

Attachments for PNR 05-029 Farmland Security Zone No. 1010 (Tower Citrus, LLC)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 20434A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

PNR 05-029

RECORDING REQUESTED BY
AND RETURN TO:

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

NOTICE OF PARTIAL NONRENEWAL

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

This is to notify the County of Tulare that a portion of the ^{Farmland} Security Zone Contract on the property herein described will not be renewed as of January 1, 2007. The legal description of the portion for which the ^{Farmland} Security Zone Contract will not be renewed is attached as Exhibit "A". I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under Government Code Section 51245.

Assessor's Parcel No(s). 214-020-008 All () Portion (X)
Processed as a Condition of Approval of (insert Project No. if applicable) _____
Acreage One Acre

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

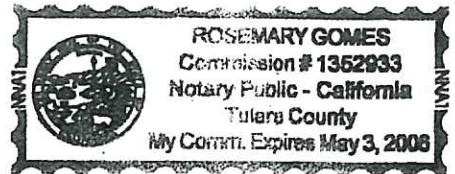
Name, mailing address and phone number of each current owner: (please type of print).

ARGENE TISDALE 19704 Ave. 208 - LINDSAY, CA
Argene Tisdale (559) 562-3464 93247
Signature of each current owner:

MARK TISDALE 19704 AVE 208 LINDSAY, CA 93247
Mark Tisdale 559-562-3464

STATE OF CALIFORNIA
COUNTY OF Tulare } S. S.

On November 30 2005 before me,
Rosemary Gomes a Notary
Public in and for said County and State, personally appeared



Mark Tisdale Argene Tisdale

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

WITNESS my hand and official seal

Signature Rosemary Gomes

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:

Farmland Security Zone No. 1010

Farmland Security Zone Contract No. 20434

Recorded on (Date) 15 December 2000 as Document No. 2000-0082416

Name(s) of Original/Contract Owner(s) Argene A. Tisdale and Mark R. Tisdale, Trustee of the Mark R. Tisdale and Argene A. Tisdale 2000 Trust Established 02 August 2000

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

The West 204.00 feet of the South 214.00 feet of Parcel 1 of Parcel Map No. 1551, per map recorded in Book 16, page 52 of Parcel Maps in the Office of the County Recorder, County of Tulare, State of California.

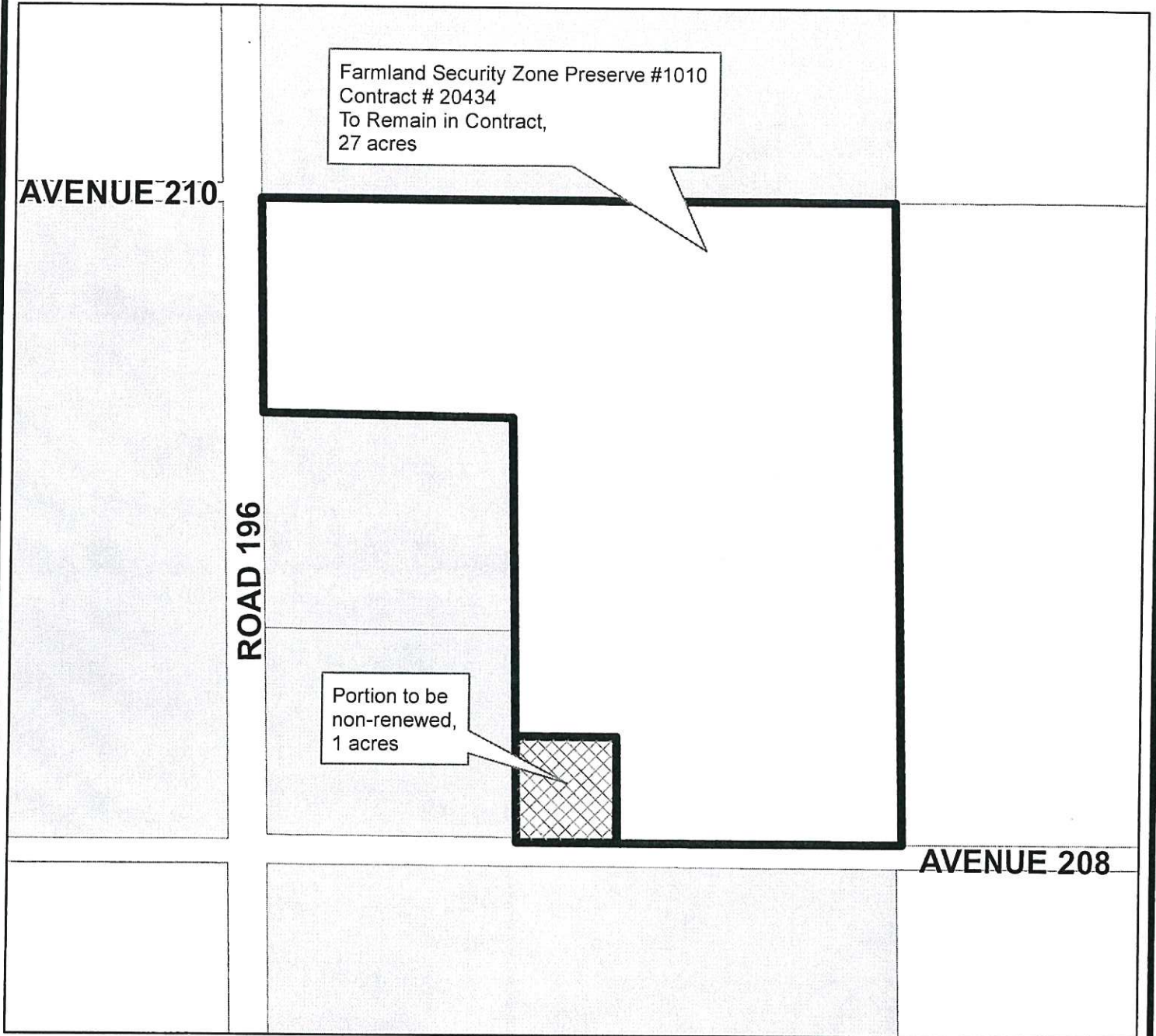


Exhibit "B"

Farmland Security Zone Map

Partial Non-Renewal

No. PNR 05-029



Owner: Tower Citrus, LLC
 Address: 19704 Avenue 208
 City, State, ZIP: Lindsay, CA 93247
 Applicant: Argene and Mark Tisdale
 Agent: N/A
 Supervisorial District: 1
 Assessors Parcel: 214-020-019 & 214-020-018

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



1 RECORDING REQUESTED BY and
2 WHEN RECORDED RETURN TO:

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

10
11 AG PRESERVE NO. 1010
12 RESOLUTION NO. 2000-0942

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 FARMLAND SECURITY ZONE CONTRACT NO. 20434
17 RECORDED ON 15 DECEMBER 2000 AS DOCUMENT NO. 2000-0082416.
18
19

20 THIS AMENDMENT TO FARMLAND SECURITY ZONE CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 20434A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Partial Non-Renewal, Application No. PNR 05-
23 029 Application for APN Nos. 214-020-018 and 214-020-019, as of this _____ day
24 of _____, 2018, by and between Tower Citrus, LLC, hereinafter
25 referred to as the "Owner", and the COUNTY of TULARE, hereinafter referred to as the
26 "County";

27 WITNESSETH
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Farmland Security Zone Contract No. 20434 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 214-020-018 and 214-020-019
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). 214-020-018 and 214-020-019; with legal descriptions as
35 described in Exhibit A and site plan illustrated in Exhibit B.

1 WHEREAS, the original Farmland Security Zone Contract was entered into
2 pursuant to the Williamson Act (Government Code, Section 51200, et seq.) and
3 constitutes an enforceable restriction under the provisions of Section 423 et seq. of the
4 State Revenue and Taxation Code;

5 WHEREAS, the Owner has applied for a Partial Non-Renewal of said Farmland
6 Security Zone Contract Number 20434 in regards to all or a portion the Subject Property
7 APN # 214-020-018 and 214-020-019 to satisfy the request initialed by the property
8 owner.

9 WHEREAS, the County in consideration for granting the Partial Non-Renewal
10 No. PNR 05-029, desires to amend Farmland Security Zone Contract Number 20434 in
11 regards to the land owned by Owner to include a provision which states that the original
12 contract and that portion subject to the project, will continue to be in full force and effect,
13 subject to the express condition that funds be annually appropriated by the State of
14 California, and that annual payments continue to be made to the County by the State
15 Controller, under the provisions of the Open Space Subvention Act (California
16 Government Code section 16140, et. seq.), and that if said funds are not appropriated or
17 dispersed the County may terminate the Contract in regards to the land owned by Owner
18 and declare it null and void.

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

21 NOW, THEREFORE, IT IS AGREED as follows:

22 1. This Amendment to Farmland Security Zone Contract Number 20434A 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 Farmland Security Zone Contract is made expressly conditioned upon
15 the State's continued compliance with the provisions of the Open Space Subvention Act.
16 If in any year the State fails to make any of the subvention payments to the County
17 required under the provision of the Open Space Subvention Act, then this Contract, at the
18 option 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 Farmland Security Zone
3 Contract No. 20434A, regarding land owned by Owner, shall terminate with no
4 continuing contractual rights of any kind; provided, however, that the owner may apply
5 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
6 may be provided by law.

7 5. Any notices required to be given to the County under this Amendment to
8 Farmland Security Zone Contract shall be delivered to the Clerk of the Board of
9 Supervisors of the County, and any notices to be given to the Owner shall be mailed to
10 the following 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 Tower Citrus, LLC, 19704 Avenue 208, Lindsay, CA 93247 Phone #559-568-6884.

15 Owners: Margaret Susan Sharp, Lewis Inman Sharp III, Lewis Inman Sharp IV,

16 Victoria A. Sharp, and Bruce Bassett

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 Farmland Security Zone 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 Margaret Susan Sharp
6 (Print Name)

7 *M Susan Sharp*
(Signature)

8 ~~W.S. Sharp III~~

8 ~~his power separates 1000 City~~
9 ~~W.S. Sharp III~~
10 ~~owner Tulare County~~

11
12 Lewis Inman Sharp

11
12 *Lewis Inman Sharp III*
13 ~~owner Tulare County~~

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 September 11, 2018 before me,

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

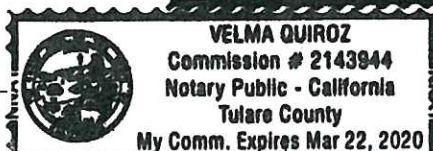
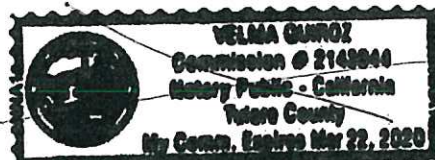
30
31 Margaret Susan Sharp Lewis Inman Sharp III
32
33

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

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

42
43 WITNESS my hand and official seal

44
45 Signature Velma Quiroz



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	<u>Lewis Truman Sharp, IV</u>	<u>[Signature]</u>
6	(Print Name)	(Signature)
7	<u>VICTORIA A. SHARP</u>	<u>Victoria A Sharp</u>
8	owner: of atras tower citrus	owner: tower citrus
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 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

23 STATE OF CALIFORNIA Colorado
24 COUNTY OF Denver } s. s.

25
26 On 9/25/18 before me,

27
28 Janelle E Reid a Notary Public

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

30
31 Lewis Truman Sharp IV Victoria A Sharp
32
33
34

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

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

42
43 WITNESS my hand and official seal.

44
45 Signature [Signature]



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 BRUCE BASSETT

6 (Print Name)

7 *Bruce Bassett*

8 (Signature)

9 Owner: tower Citrus

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."

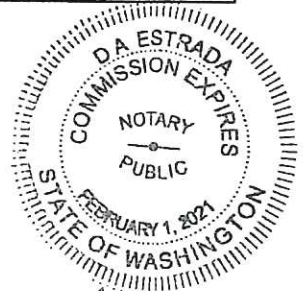
23 STATE OF ~~CALIFORNIA~~ WASHINGTON
24 COUNTY OF Yakima } s. s.

25
26 On September 21, 2018 before me,

27
28 D. A. Estrada a Notary Public

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

30 *[Signature]*
31 Bruce Bassett
32
33
34



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

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

42
43 WITNESS my hand and official seal

44
45 Signature *[Signature]*

1 COUNTY OF TULARE

2
3
4 BY: _____
5 Chairman, Board of Supervisors

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 BY: _____
8 Deputy Clerk
9

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

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

17
18 STATE OF CALIFORNIA)
19) ss.
20 COUNTY OF TULARE)
21

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

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

33 WITNESS my hand and official seal.

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

38 Attachment
39

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

4 **Portion to Remain Under Contract as Amended**
5

6 That portion of the Southwest quarter of the Southwest quarter of Section 23, Township
7 20 South, Range 26 East, Mount Diablo Meridian, County of Tulare, State of California
8 described as follows:
9

10 **Beginning** at the Northwest corner of Parcel 2 of Parcel Map No. 1551 per map recorded
11 in Book 16, page 52 of Parcel Maps, Tulare County Records;
12

13 Thence, South 89°59'11" East, 1,281.94 feet along the North line of said Parcel Map No.
14 1551 to the Northeast corner of Parcel 1 of said Parcel Map No. 1551;
15

16 Thence, South 01°25'38" East, 1,295.72 feet to the Southeast corner of said Parcel 1;
17

18 Thence, West 774.54 feet to the Southwest corner of said Parcel 1;
19

20 Thence, North 01°28'58" West, 865.70 feet to the Southeast corner of said Parcel 2;
21

22 Thence, West 506.14 feet to the Southwest corner of said Parcel 2;
23

24 Thence, North 01°28'58" West, 430.36 feet to the **Point of Beginning**.
25

26 **Excepting therefrom** the West 204.00 feet of the South 214.00 feet of Parcel 1.
27
28

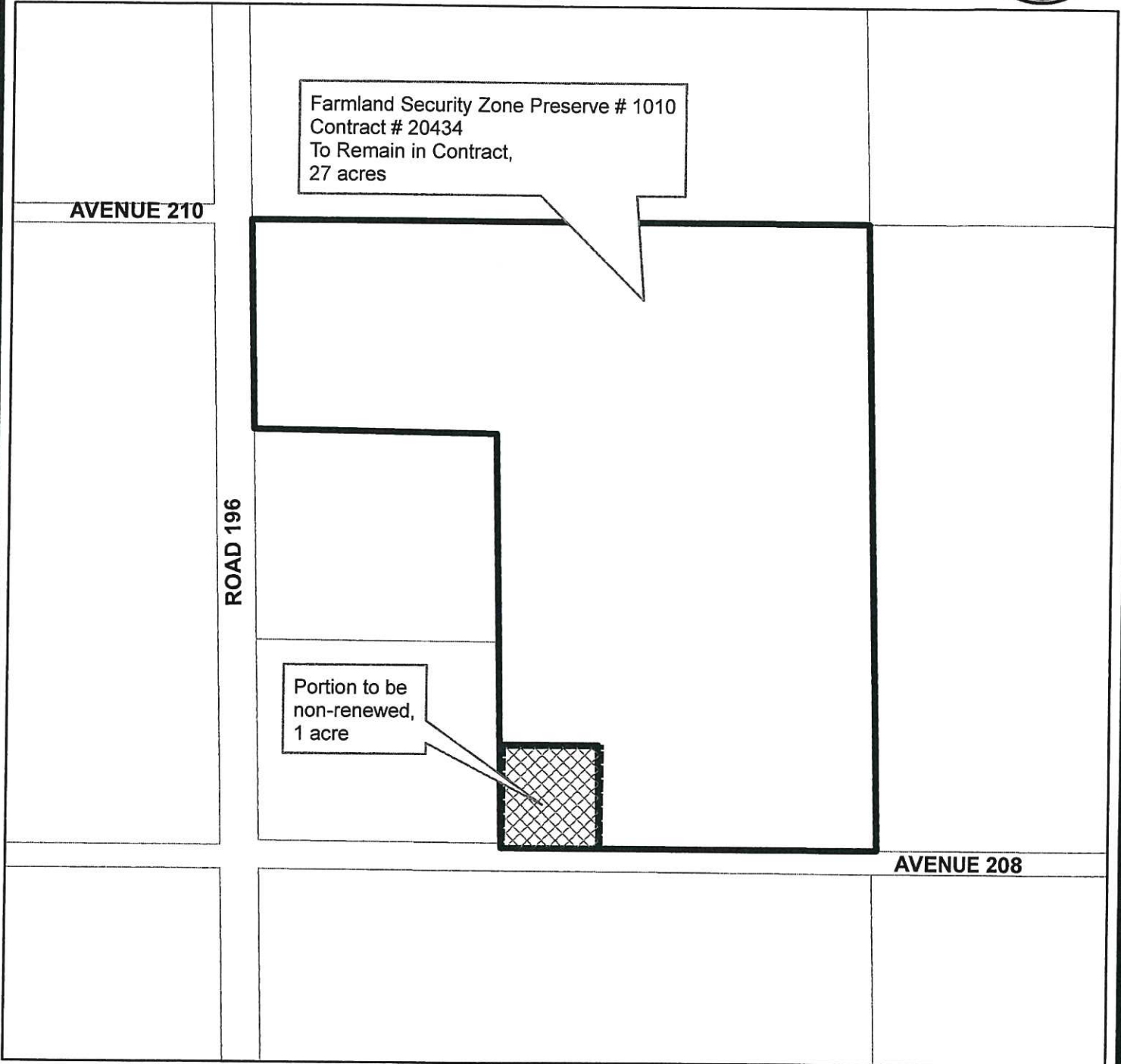
29 **Portion to be Non-Renewed**
30

31 The West 204.00 feet of the South 214.00 feet of Parcel 1 of Parcel Map No. 1551, per
32 map recorded in Book 16, page 52 of Parcel Maps in the Office of the County Recorder,
33 County of Tulare, State of California.
34
35



Exhibit "B"

Land in Amended Contract # 20434 Farmland Security Zone Preserve # 1010



Owner: Tower Citrus, LLC
 Address: 19704 Avenue 208
 City, State, ZIP: Lindsay, CA 93247
 Applicant: Argene and Mark Tisdale
 Agent: N/A
 Supervisorial District: 1
 Assessors Parcel: 214-020-019 & 214-020-018