



**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: 559-624-7000

**SUBJECT:** Partial Non-Renewal No. PNR 08-022 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, as provided in the Williamson Act. The request fulfills a condition resulting from one (1) Tentative Parcel Map:

**PNR 08-022** – Williamson Act Contract No. 6236, Ag Preserve No. 2020, located on the west side of Road 52 approximately 1,300 feet south of the intersection of Avenue 424 and Road 52, west of Dinuba (APN 012-150-043, and 012-150-043), (Arthur R. and Kristine F. Laemmlen, and E L Properties, LLC) (1.64 acres to be non-renewed as a condition of Tentative Parcel Map No. PPM 08-042) (27.56 acres subject to contract amendment).

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

**PLA 09-008** – Williamson Act Contract No. 14439, Agricultural Preserve No.4289, located on the east side of Road 56, approximately 660 feet south of

**SUBJECT:** Partial Non-Renewal No. PNR 08-022 of Agricultural Preserve Contract and Land Conservation Contract Amendment

**DATE:** November 6, 2018

the intersection of Avenue 416 and Road 56, west of Dinuba, (APN 012-230-054) (Constance Wiebe Isaac) (34 acres subject to contract amendment as a condition of Lot Line Adjustment PLA 09-008).

4. 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 an additional Land Conservation Contract Amendment has been received pursuant to Government Code Section 51245 (Williamson Act). The partial notice of non-renewal was filed to meet the condition of approval for one (1) Tentative Parcel Map and the additional contract amendment was filed to meet the condition of approval for one (1) Lot Line Adjustment. The non-renewal notice will affect 1.46 acres. The amended Land Conservation Contracts will affect a total of 61.56 acres.

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

The above-referenced 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 1.46 acres of Williamson Act contracted lands. However, increased property taxes on contracts in Non-Renewal will increase revenue to the County.

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

**SUBJECT:** Partial Non-Renewal No. PNR 08-022 of Agricultural Preserve Contract and Land Conservation Contract Amendment

**DATE:** November 6, 2018

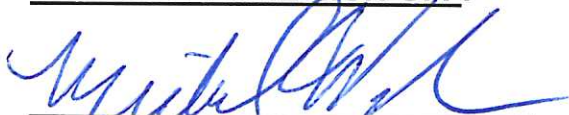
With the passage of AB 1265 in 2011, if counties receive less than one-half of their foregone General Fund property tax revenue from the State Open Space Subvention Program, they are authorized to implement a new provision of the Williamson Act to allow contracts to be shortened from ten years to nine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

In addition, pursuant to Government Code Section 51244, the County will be authorized to recapture 10% of the participating landowners' property tax savings. The applicants pay the filing fees to process the partial Non-Renewal application. The PNR application had a flat filing fee of \$163 for a total of \$163 for the application 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:**



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Michael Washam  
Associate Director



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Reed Schenke, P.E.  
Director

cc: County Administrative Office

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

1. PNR 08-022 – Laemmlen
2. PLA 09-008 – Isaac

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

IN THE MATTER OF PARTIAL NON-RENEWAL NO. PNR 08-022 OF AGRICULTURAL PRESERVE CONTRACT AND LAND CONSERVATION CONTRACT AMENDMENT )  
 ) Resolution No. \_\_\_\_\_ )  
 )  
 )  
 )

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 08-022** – Williamson Act Contract No. 6236, Ag Preserve No. 2020, located on the west side of Road 52 approximately 1,300 feet south of the intersection of Avenue 424 and Road 52, west of Dinuba (APN 012-150-043, and 012-150-043), (Arthur R. and Kristine F. Laemmlen, and E L Properties, LLC) (1.64 acres to be non-renewed as a condition of Tentative Parcel Map No. PPM 08-042) (27.56 acres subject to contract amendment).
2. Approved the execution of the amendments to the Land Conservation Contracts as conditions of approval for the aforementioned Partial Non-Renewals; and
3. Approved the execution of an amendment to one (1) additional Land Conservation Contract as required by a condition of approval for the following project:  
**PLA 09-008** – Williamson Act Contract No. 14439, Agricultural Preserve No.4289, located on the east side of Road 56, approximately 660 feet south of the intersection of Avenue 416 and Road 56, west of Dinuba, (APN 012-230-054) (Constance Wiebe Isaac) (34 acres subject to contract amendment as a condition of Lot Line Adjustment PLA 09-008).
4. Authorized the Chairman to sign the amendments to the Williamson Act Contracts.

## **Attachment No. 1**

### **Attachments for PNR 08-022 Agricultural Preserve No. 2020 (Arthur R and Kristine F. Laemmlen, and E L Properties, LLC)**

- Partial Non-Renewal Application
  - Exhibit A: Subject Parcel Legal Description
  - Exhibit B: Ag Preserve Map
- Amended Contract 6236A:
  - Exhibit A: Contract Land Legal Description
  - Exhibit B: Map of Land in Amended Contract



Case No. PNR 08-022  
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

RECEIVED AUG 04 2008  
by RMA

**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, 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). 012-150-023  (Portion)  
Acreage 1.04 ACRES If applicable: Condition of Approval of Project No. PPM 08-042  
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)  
ARTHUR LAEMMLEN 42129 ROAD 52 REEDLEY, CA, 93654 (559) 638-9674

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

Arthur Laemmlen

STATE OF CALIFORNIA  
COUNTY OF TULARE } S. S.

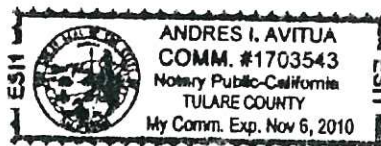
On JULY 21, 2008 before me,  
ANDRES I. AVITUA a Notary Public  
in and for said County and State, personally appeared (printed names) :

ARTHUR LAEMMLEN

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



Attachments: Exhibit A, Maps

**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.** 2020

**Land Conservation Contract No.** 6236

Recorded on (Date) 26 February 1971 as Document No. 9562, Vol. 2952, Pages 530 - 534

Name(s) of Original/Contract Owner(s) Arthur R. Laemmlen and Grace H. Laemmlen

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"

PNR No. 08-022

That portion of the North half and the North half of the South half of Lot 11 of Level Orchard Land Colony, in the County of Tulare, State of California, as per map recorded in Book 3, Page 44 of Maps, in the office of the County Recorder of said County described as follows

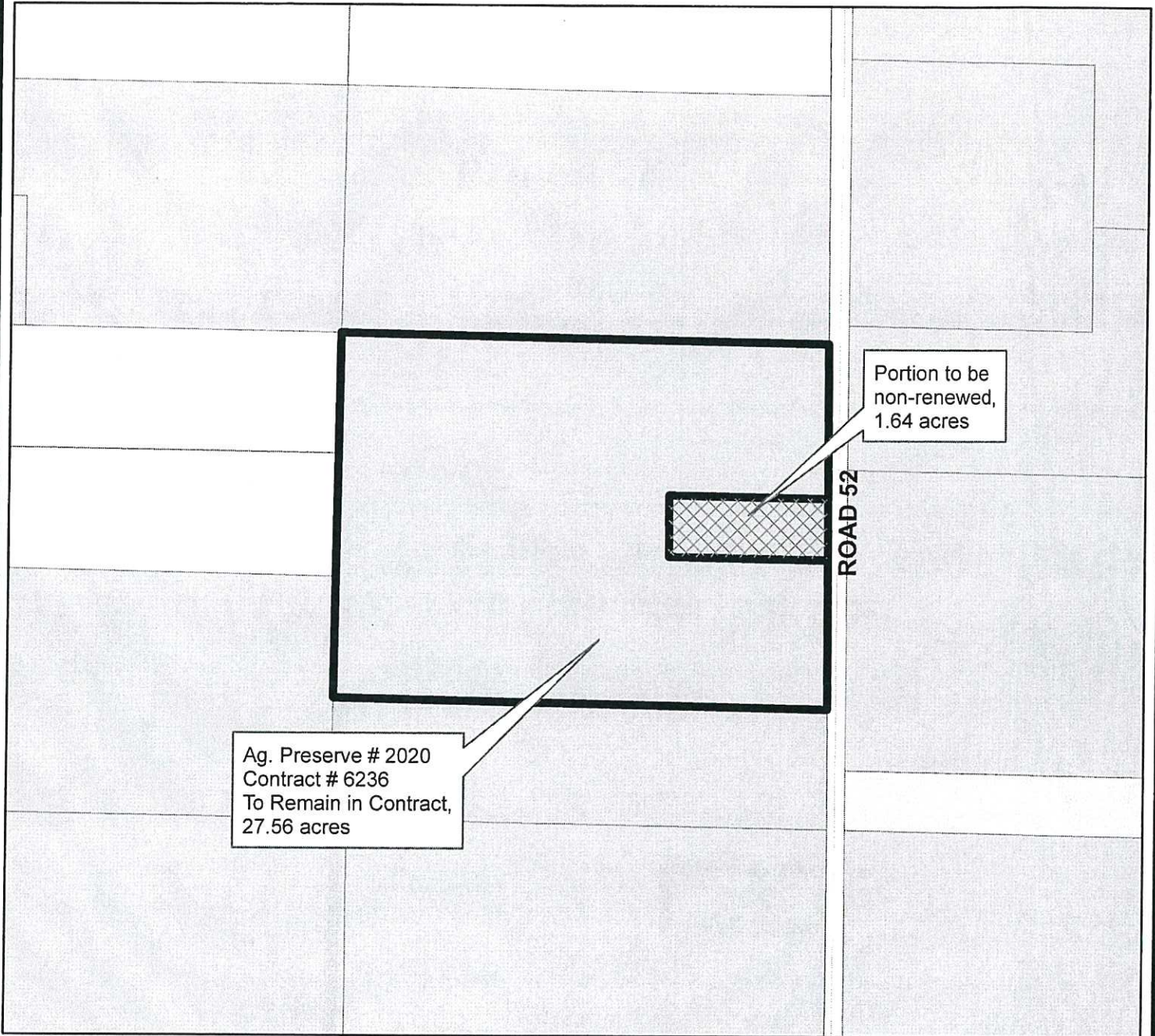
Commencing at the Northeast corner of said Lot 11, said corner being on the west right of way of County Road 52; thence South (the basis of bearings for this description) along the east line of said Lot 11 and said west right of way a distance of 416.55 feet to the True Point of Beginning; thence continuing South along said lines a distance of 166.24 feet; thence leaving said lines North  $89^{\circ}17'59''$  West a distance of 429.26 feet; thence North parallel with said east and west line a distance of 166.24 feet; thence South  $89^{\circ}17'59''$  East a distance of 429.26 feet to said east and west line and the True Point of Beginning.





# Exhibit "B"

## Ag. Preserve Map Non Renewal For PNR 08-022



Owner: Arthur R. and Kristine F. Laemmlen, and  
E L Properties, LLC

Address: 42129 Road 52

City, State, ZIP: Reedley, CA 93654

Applicant: Arthur Laemmlen

Agent: N/A

Supervisory District: 4

Assessors Parcel: 012-150-042 & -043



- 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. 2020  
12 RESOLUTION NO. 1970-3739

*Area for Recorder's Use Only*

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 6236  
17 RECORDED ON 26 FEBRUARY 1971 AS DOCUMENT NO. 9562.  
18

19  
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 6236A, RESOLUTION NO. \_\_\_\_\_,  
22 is made and entered into as a result of a Partial Non-Renewal. Application No. PNR 08-  
23 022 for APN No. 012-150-042 and 012-150-043, as of this \_\_\_\_\_ day of  
24 \_\_\_\_\_, 2018, by and between Arthur R. and Kristine F. Laemmlen,  
25 and E L Properties, LLC, 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. 6236 hereinafter referred to as  
31 "Subject Property", which is described for A.P.N. No(s). 012-150-042 and 012-150-043  
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). 012-150-042 and 012-150-043; 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 6236 in regards to all or a portion the Subject Property  
7 APN # 012-150-042 and 012-150-043 to satisfy the conditions set forth as a Condition of  
8 Approval of Project Number (if applicable) PPM 08-042 owner's application for a  
9 Tentative Parcel Map No. PPM 08-042.

10           WHEREAS, the County in consideration for granting the Partial Non-Renewal,  
11 desires to amend Land Conservation Contract Number 6236 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 6236A 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. 6236A, 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 Arthur R. and Kristine F. Laemmlen, 42129 Road 52, Reedley, CA 93654

15 Phone #559-638-9674.

16 E L Properties LLC, 139 W. Huntsman Avenue, Reedley, CA 93654

17 Phone #559-318-7146.

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 ARTHUR R. LAEMMLEN

6 (Print Name)

Arthur R. Laemmlen

(Signature)

8 KRISTINE F. LAEMMLEN

Kristine F. Laemmlen

11  
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13  
14 ERIC LAEMMLEN

15  
16 MANAGER /  
17 OWNER E.L. PROPERTIES

Eric Laemmlen

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 SEPT. 4, 2018 before me,

27  
28 SHARON L. WARKENTIN a Notary Public  
29 in and for said County and State, personally appeared (printed names) :

30  
31 ARTHUR R. LAEMMLEN

KRISTINE F. LAEMMLEN

32  
33 ERIC LAEMMLEN

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 Sharon L. Warkentin



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  
3  
4 **EXHIBIT A**  
5 **LEGAL DESCRIPTION OF SUBJECT PROPERTY**

6  
7  
8  
9  
10 **Portion to Remain Under Contract as Amended (E L Properties, LLC)**

11 The North half and the North half of the South half of Lot 11 of Level Orchard Land  
12 Colony, in the County of Tulare, State of California, as per map recorded in Book 3, Page  
13 44 of Maps, in the Office of the County Recorder of said County.

14  
15  
16  
17  
18 **EXCEPTING** therefrom the Easterly 35 feet conveyed to the County of Tulare by deed  
19 recorded November 1, 1973 in Book 3138, Page 879 of Official Records.

20  
21  
22  
23  
24  
25 **ALSO EXCEPTING** therefrom that portion of the North half and the North half of the  
26 South half of Lot 11 of Level Orchard Land Colony, in the County of Tulare, State of  
27 California, as per map recorded in Book 3, Page 44 of Maps, in the Office of the County  
28 Recorder of said County described as follows:

29  
30  
31  
32  
33  
34  
35 Commencing at the Northeast corner of said Lot 11, said corner being on the West right  
36 of way of County Road 52; thence (the basis of bearings for this description) along the  
37 East line of said Lot 11 and said West right of way a distance of 416.55 feet to the **True**  
38 **Point of Beginning**; thence continuing South along said lines a distance of 166.24 feet;  
39 thence leaving said lines North 89°17'59" West a distance of 429.26 feet; thence North  
40 parallel with said East and West line a distance of 166.24 feet; thence South 89°17'59"  
41 East a distance of 429.26 feet to said East and West line and the **True Point of**  
42 **Beginning**.

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**Portion to be Non-Renewed (Laemmlen)**

That portion of the North half and the North half of the South half of Lot 11 of Level  
Orchard Land Colony, in the County of Tulare, State of California, as per map recorded  
in Book 3, Page 44 of Maps, in the Office of the County Recorder of said County  
described as follows:

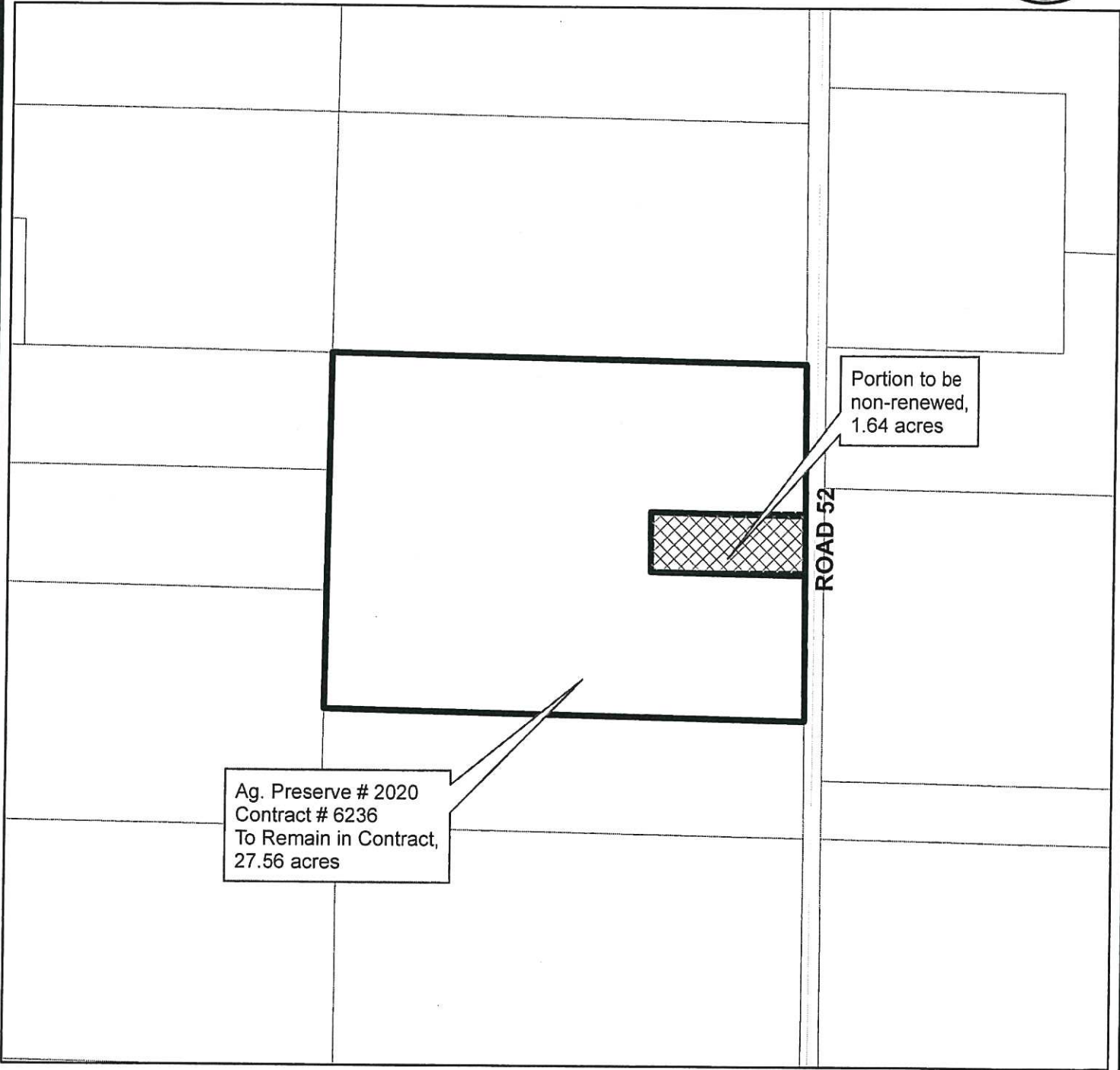
Commencing at the Northeast corner of said Lot 11, said corner being on the West right  
of way of County Road 52; thence (the basis of bearings for this description) along the  
East line of said Lot 11 and said West right of way a distance of 416.55 feet to the **True**  
**Point of Beginning**; thence continuing South along said lines a distance of 166.24 feet;  
thence leaving said lines North 89°17'59" West a distance of 429.26 feet; thence North  
parallel with said East and West line a distance of 166.24 feet; thence South 89°17'59"  
East a distance of 429.26 feet to said East and West line and the **True Point of**  
**Beginning**.





# Exhibit "B"

## Land in Amended Contract # 6236 Agricultural Preserve # 2020



Ag. Preserve # 2020  
Contract # 6236  
To Remain in Contract,  
27.56 acres

Portion to be  
non-renewed,  
1.64 acres

ROAD 52

Owner: Arthur R. and Kristine F. Laemmlen, and  
E L Properties, LLC  
Address: 42129 Road 52  
City, State, ZIP: Reedley, CA 93654  
Applicant: Arthur Laemmlen  
Agent: N/A  
Supervisory District: 4  
Assessors Parcel: 012-150-042 & -043



## **Attachment No. 2**

### **Land Conservation Contract Amendment Agricultural Preserve No. 4089 (Constance Wiebe Isaac)**

- Amended Contract 14439A:
  - 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. 4089  
12 RESOLUTION NO. 1986-1604

*Area for Recorder's Use Only*

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 14439  
17 RECORDED ON 23 FEBRUARY 1987 AS DOCUMENT NO. 1987-0009951.  
18

19  
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 14439A, RESOLUTION NO. \_\_\_\_\_,  
22 is made and entered into as a result of a Lot Line Adjustment, Applicant No. PLA 09-008  
23 Application for APN No. 012-230-054, as of this \_\_\_\_\_ day of  
24 \_\_\_\_\_, 2018, by and between Constance Wiebe Isaac (c/o Don &  
25 Constance Wiebe), 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. 14439 hereinafter referred to as  
31 "Subject Property", which is described for A.P.N. No(s). 012-230-054 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). 012-230-054; 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 Lot Line Adjustment of said Land  
6 Conservation Contract Number 14439 in regards to all or a portion the Subject Property  
7 APN # 012-230-054 to satisfy the conditions set forth as a Condition of Approval of  
8 Project Number (if applicable) PLA 09-008 owner's application for a Lot Line  
9 Adjustment PLA 09-008.

10           WHEREAS, the County in consideration for granting the Lot Line Adjustment  
11 PLA 09-008, desires to amend Land Conservation Contract Number 14439 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 14439A 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. 14439A, regarding land owned by Owner, shall terminate with no  
6 continuing contractual rights of any kind; provided, however, that the owner may apply  
7 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise  
8 may be 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 Constance Wiebe Isaac (c/o Don & Constance Wiebe), 404 Blairwood Lane, Hillsboro,  
17 KS 67063, Phone #620-877-0200.

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  
6 Constance Wiebe Isaac

7 (Print Name)

8  
9 Constance Wiebe Isaac

10 (Signature)

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

21  
22  
23 STATE OF ~~CALIFORNIA~~ KANSAS  
24 COUNTY OF MARION } s. s.

25  
26 On August 28, 2018 before me,

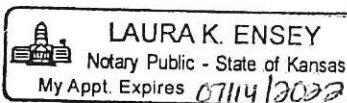
27  
28 Laura K. Ensey a Notary Public  
29 in and for said County and State, personally appeared (printed names) :

30  
31 Constance Wiebe Isaac  
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

46 Laura K. Ensey



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

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 Attachment  
39





# Exhibit "B"

## Land in Amended Contract # 14439

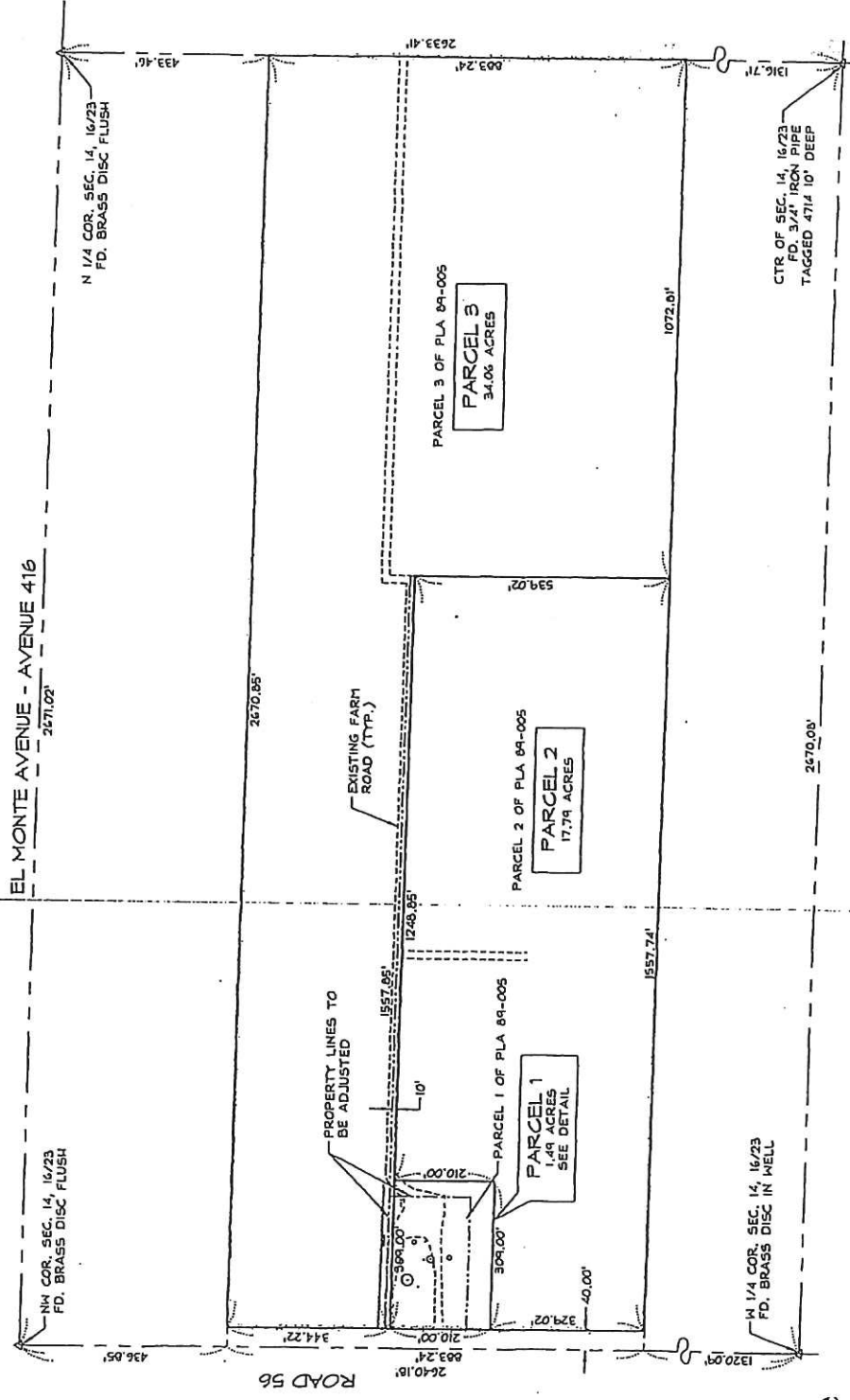
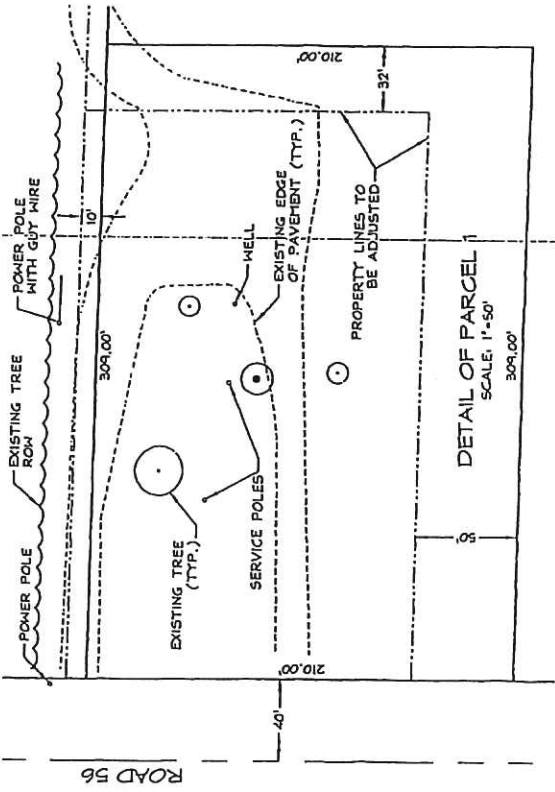
### Agricultural Preserve # 4089



Owner: Constance Wiebe Isaac (c/o Don & Constance Isaac)  
 Address: 404 Briarwood Ln.  
 City, State, ZIP: Hillsboro, KS 67063  
 Applicant: D & C Wiebe  
 Agent: N/A  
 Supervisorial District: 1  
 Assessors Parcel: 012-230-054



# Lot Line Adjustment for PNR 09-017



No Scale