



**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 of Agricultural Preserve Contracts and Land Conservation Contract Amendments

REQUEST(S):

That the Board of Supervisors:

1. Authorize the filing of four Notices of Partial Non-Renewal for the following four Land Conservation Contracts, as provided in the Williamson Act. The requests fulfill conditions resulting from four tentative parcel maps:

WAN 18-008 – Williamson Act Contract No. 20473, Ag Preserve No. 9001026 (Farmland Security Zone), on both sides of Burr Drive, south of Avenue 248, northeast of Lindsay (APNs 142-290-004 & 142-300-008) (Charles H. and Sherraine R. Sheldon) (1.80 acres to be non-renewed as a condition of PPM 18-011.) (49.82 acres subject to contract amendment.)

WAN 18-010 – Williamson Act Contract No. 6290, Ag Preserve No. 2033, on the southwest corner of Avenue 216 and Road 248, southeast of Lindsay (APN 216-040-003) (Donald Gene Tsuboi) (1.61 acres to be non-renewed as a condition of PPM 18-030.) (19.99± acres subject to contract amendment.)

WAN 18-011 – Williamson Act Contract No. 20962, Ag Preserve No. 4412, on west side of Road 52, approximately 0.36 miles south of Avenue 432, northwest of Dinuba (APN 012-130-023) (Leticia Escoto and Robert Tevendale) (1.26 acres to be non-renewed as a condition of PPM 18-013.) (19.4 acres subject to contract amendment.)

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

DATE: November 6, 2018

WAN 18-012 – Williamson Act Contract No. 14556, Ag Preserve No. 4092, on the south side of Avenue 408, at the intersection with Road 70, south of Dinuba (APN 029-140-039) (John F. and Deborah Lynn Hurley) (1.17 acres to be non-renewed as a condition of PPM 18-024.) (21.66 acres subject to contract amendment.)

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

PPM 18-020 – Williamson Act Contract No. 3529, Ag Preserve No. 0782, located on the north side of Avenue 200, between Road 164 and Road 68, near Plainview (APNs 198-070-009 & -010, 198-060-011), (Kenneth Glover, Shirley Adams Glover, and Carla Guinn Glover) (180.75 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 a Williamson Act Contract and Contract Amendments to the Land Conservation Contracts and one (1) additional Amendment to a Land Conservation Contract have been received pursuant to Government Code Section 51245 (Williamson Act). The partial notices of non-renewal and the additional contract amendment were filed to meet conditions of approval for five (5) tentative parcel maps. The notices will affect a total of 5.84 acres. Five (5) Land Conservation Contracts will be amended and will affect a total of 291.62 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-listed Partial Non-Renewals were submitted after July 22, 2008 and are subject to the requirements for amended contracts.

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

DATE: November 6, 2018

FISCAL IMPACT/FINANCING:

In 2011 approval of Senate Bill 80 (Chapter 11, Statutes of 2011) eliminated all state subvention payments to eligible counties and cities. Therefore, the current impact to the General Fund will be a decrease of \$0 in annual State subvention revenue from the removal of 5.84 acres of Williamson Act contracted lands. However, increased property taxes on contracts in non-renewals 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, the County is authorized to recapture 10% of the participating landowners' property tax savings (Government Code Section 51244). The applicant pays the filing fees to process the partial non-renewal applications. The applications for WANs 18-008, -010, -011 and -012 had flat filing fees of \$493 each. Applicants for Land Conservation Contract Amendments without Partial Non-Renewals are not currently charged a filing fee. There is currently no applicant fee for staff time involved in preparing amended Williamson Act contracts.

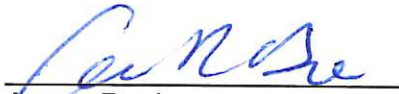
LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

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

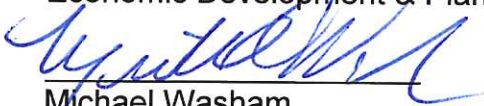
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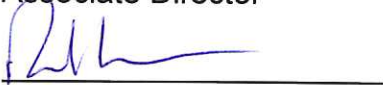
ADMINISTRATIVE SIGN-OFF:



Aaron Bock
Interim Assistant Director
Economic Development & Planning



Michael Washam
Associate Director



Reed Schenke, P.E.
Director

cc: County Administrative Office

Attachments: Related Documents and Amended Contracts for each of the following:

1. WAN 18-008 – (Charles H. & Sherraine R. Sheldon)
2. WAN 18-010 – (Donald Gene Tsuboi)
3. WAN 18-011 – (Leticia Escoto and Robert Tevandale)
4. WAN 18-012 – (John F. and Deborah Lynn Hurley)
5. PPM 18-020 – (Kenneth Glover, et al.)

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

IN THE MATTER OF PARTIAL NON-)
RENEWAL OF AGRICULTURAL) Resolution No. _____
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 _____, 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 four Notices of Partial Non-Renewal for the following four Land Conservation Contracts, as provided in the Williamson Act. The requests fulfill conditions resulting from four tentative parcel maps:

WAN 18-008 – Williamson Act Contract No. 20473, Ag Preserve No. 9001026 (Farmland Security Zone), on both sides of Burr Drive, south of Avenue 248, northeast of Lindsay (APNs 142-290-004 & 142-300-008) (Charles H. and Sherraine R. Sheldon) (1.80 acres to be non-renewed as a condition of PPM 18-011.) (49.82 acres subject to contract amendment.)

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

Attachment 1

Attachments for WAN 18-008 (Sheldon)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 20473A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 18-009
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

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

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT

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

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2019. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A" and illustrated as "Exhibit B." I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s), 142-290-004 142-300-008 (Portion)

Acreage Size 1.30 if applicable: Condition of Approval of Planning Project No. PPM 18-011

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)

Charles H. Sheldon 559-562-3978 Sherraine R. Sheldon 559-562-3978

PO Box 5001 Lindsay, Ca. 93247 PO Box 5001 Lindsay, Ca. 93247

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

[Signature] Sherraine R. Sheldon

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

STATE OF CALIFORNIA, COUNTY OF TULARE } S. S.

On AUGUST 1, 2018 before me,

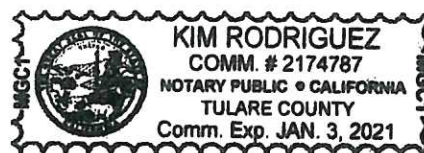
KIM RODRIGUEZ a Notary Public
in and for said County and State, personally appeared (printed names):

CHARLES H. SHELDON AND
SHERRAINE R. SHELDON

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



NOTE to Applicants: This form can be used to Nonrenew only one Land Conservation Contract. If your application involves more than one Assessor's Parcel Number (APN) and said APNs are under different contracts (or are under different vestings/ownerships), then you must file separate Nonrenewal applications for each contract or vesting. Please contact RMA staff at 559-624-7000 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 as "Exhibit B" under the following Land Conservation Contract:

Agricultural Preserve No. 9001026

Land Conservation Contract No. 20473

Recorded on (Date) January 9, 2001 as Document No. 2001-0002375

Name(s) of Original/Contract Owner(s) Charles V. Sheldon and Lu Esleie G. Sheldon

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 Northeast quarter of Section 32, Township 19 South, Range 27 East, Mount Diablo Meridian, County of Tulare, State of California according to the Official Plat described as follows:

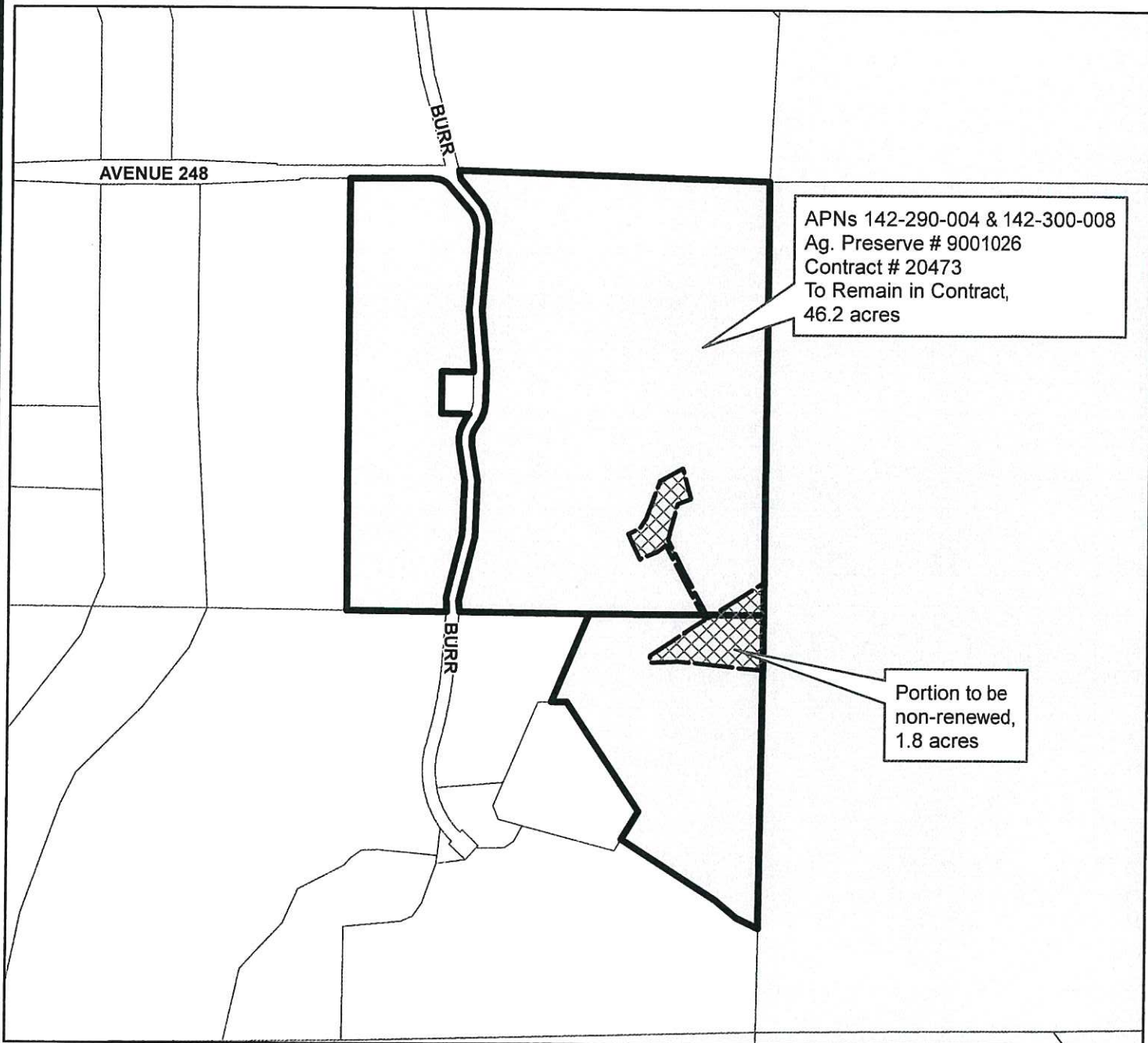
Beginning at the East quarter corner of said Northeast quarter; thence South $00^{\circ}27'07''$ East along the east line of said Northeast quarter a distance of 182.99 feet; thence leaving said east line North $84^{\circ}10'56''$ West a distance of 220.99 feet; thence South $88^{\circ}40'02''$ West a distance of 75.32 feet; thence North $02^{\circ}02'02''$ West a distance of 20.00 feet; thence North $48^{\circ}52'37''$ East a distance of 176.93 feet; thence North $40^{\circ}26'41''$ West a distance of 252.49 feet; thence South $27^{\circ}57'19''$ West a distance of 49.88 feet; thence South $53^{\circ}34'00''$ West a distance of 69.21 feet; thence North $36^{\circ}26'00''$ West a distance of 100.00 feet; thence North $53^{\circ}34'00''$ East a distance of 46.48 feet; thence North $27^{\circ}57'19''$ East a distance of 30.14 feet; thence North $10^{\circ}07'44''$ East a distance of 150.56 feet; thence North $67^{\circ}34'13''$ East a distance of 89.07 feet; thence South $22^{\circ}25'47''$ East a distance of 100.00 feet; thence South $67^{\circ}34'13''$ West a distance of 34.27 feet; thence South $10^{\circ}07'44''$ West a distance of 111.44 feet; thence South $27^{\circ}57'19''$ West a distance of 7.92 feet; thence South $40^{\circ}26'41''$ East a distance of 256.33 feet; thence North $48^{\circ}52'37''$ East a distance of 202.71 feet to the east line of said Northeast quarter; thence South $00^{\circ}27'07''$ East along said east line a distance of 113.91 feet to the Point of Beginning.



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal

No. WAN 18-008



Owner: Charles H. & Sherraine R. Sheldon
 Address: PO Box 5001
 City, State, ZIP: Lindsay, CA 93247
 Applicant: Charles Sheldon
 Agent: Forester, Weber & Associates
 Supervisorial District: 1
 Assessors Parcel: 142-290-004 & 142-300-008

- 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. 9001026

12 RESOLUTION NO. 2000-986

Area for Recorder's Use Only

13
14 AMENDMENT

15 TO

16 LAND CONSERVATION CONTRACT NO. 20473
17 RECORDED ON January 9, 2001 AS DOCUMENT NO. 2001-0002375
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY

21 REFERRED TO AS AGREEMENT NO. 20473A, RESOLUTION NO. _____,

22 is made and entered into as a result of a Partial Non-Renewal Application for a portion of

23 APN No. 142-290-004 & 142-300-008, as of this 1st day of August,

24 2018, by and between Charles H. and Sherraine R. Sheldon, as Trustees of the Sheldon

25 Family Trust of January 31, 2001, hereinafter referred to as the "Owner(s)", and the

26 COUNTY of TULARE, hereinafter referred to as the "County";

27
28 WITNESSETH
29

30 WHEREAS, the Owner owns real property in the County of Tulare, State of
31 California, under Land Conservation Contract No. 20473 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 142-290-004 & 142-300-008
33 with legal description as described in Exhibit A and illustrated in Exhibit B.

34 WHEREAS this contract amendment applies only to the owners of the Subject
35 Property: A.P.N. No(s). 142-290-004 & 142-300-008;

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 20473 in regards to all or a portion the Subject Property
7 APN # 142-290-004 & 142-300-008 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) PPM 18-011, owner's application for a
9 Tentative Parcel Map.

10 WHEREAS, the County in consideration for granting the Tentative Parcel Map,
11 desires to amend Land Conservation Contract Number 20473 in regards to the land
12 owned by Owner to include a provision which states that the original contract and that
13 portion subject to the project, will continue to be in full force and effect, subject to the
14 express condition that funds be annually appropriated by the State of California, and that
15 annual payments continue to be made to the County by the State Controller, under the
16 provisions of the Open Space Subvention Act (California Government Code section
17 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
18 terminate the Contract in regards to the land owned by Owner and declare it null and
19 void.

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

22 NOW, THEREFORE, IT IS AGREED as follows:

1 1. This Amendment to Land Conservation Contract Number 20473 is entered
2 into pursuant to the Williamson Act and all of the provisions of said Act, including any
3 amendments hereafter enacted, are hereby incorporated by reference and made a part of
4 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 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 Charles H. Sheldon, Trustee
7 (Print Name)

8 Charles H. Sheldon
9 (Signature)

10 Sherraine R. Sheldon, Trustee

11 Sherraine R. Sheldon

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

18 STATE OF CALIFORNIA

19 COUNTY OF TULARE } s. s.

20
21 On AUGUST 1, 2018 before me, KIM RODRIGUEZ,

22
23 _____ a Notary Public

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

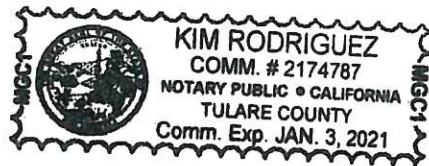
25
26 CHARLES H. SHELDON SHERRAINE R. SHELDON
27
28
29 _____

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

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

38 WITNESS my hand and official seal

39
40 Signature Kim Rodriguez
41



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

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

23 On _____ before me, _____ a

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

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

30
31 I certify under PENALTY OF PERJURY under the laws of the State of California
32 that the foregoing paragraph is true and correct.
33

34 WITNESS my hand and official seal.

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

39 Attachment

EXHIBIT NO. A

Charles Sheldon

9 Mar 2018

PARCEL 1 (2 pages)

That portion of the Northeast quarter of Section 32, Township 19 South, Range 27 East, Mount Diablo Meridian, County of Tulare, State of California according to the Official Plat described as follows:

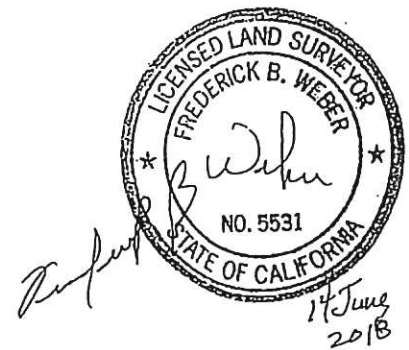
Beginning at the East quarter corner of said Northeast quarter; thence South $00^{\circ}27'07''$ East along the east line of said Northeast quarter a distance of 182.99 feet thence leaving said east line North $84^{\circ}10'56''$ West a distance of 220.99 feet; thence South $88^{\circ}40'02''$ West a distance of 75.32 feet; thence North $02^{\circ}02'02''$ West a distance of 20.00 feet; thence North $48^{\circ}52'37''$ East a distance of 176.93 feet; thence North $40^{\circ}26'41''$ West a distance of 252.49 feet; thence South $27^{\circ}57'19''$ West a distance of 49.88 feet; thence South $53^{\circ}34'00''$ West a distance of 69.21 feet; thence North $36^{\circ}26'00''$ West a distance of 100.00 feet; thence North $53^{\circ}34'00''$ East a distance of 46.48 feet; thence North $27^{\circ}57'19''$ East a distance of 30.14 feet; thence North $10^{\circ}07'44''$ East a distance of 150.56 feet; thence North $67^{\circ}34'13''$ East a distance of 89.07 feet; thence South $22^{\circ}25'47''$ East a distance of 100.00 feet; thence South $67^{\circ}34'13''$ West a distance of 34.27 feet; thence South $10^{\circ}07'44''$ West a distance of 111.44 feet; thence South $27^{\circ}57'19''$ West a distance of 7.92 feet; thence South $40^{\circ}26'41''$ East a distance of 256.33 feet; thence North $48^{\circ}52'37''$ East a distance of 202.71 feet to the east line of said Northeast quarter; thence $S00^{\circ}27'07''$ East along said east line a distance of 113.91 feet to the Point of Beginning.

Along with a 40 foot wide easement for ingress, egress and public utilities over, under and across that portion of the Northeast quarter of Section 32, Township 19 South, Range 27 East, Mount Diablo Meridian, County of Tulare, State of California according to the Official Plat, the centerline being described as follows:

Commencing at the North quarter corner of said Northeast quarter, being on the centerline of Avenue 248; thence North $89^{\circ}43'51''$ East along said centerline and north line of said Northeast quarter a distance of 248.86 feet more or less to the centerline of Burr Drive and the beginning of a 100 foot radius curve concave to the southwest; thence southeasterly along said centerline through a central angle of $47^{\circ}29'22''$ a distance of 82.88 feet; thence South $42^{\circ}46'47''$ East a distance of 91.58 feet to the beginning of a 100.00 foot radius curve concave to the southwest; thence southerly along said centerline through a central angle of $47^{\circ}01'09''$ a distance of 82.06 feet; thence South $04^{\circ}14'22''$ West a distance of 236.37 feet; thence South $05^{\circ}44'31''$ East a distance of 167.76 feet; thence South $00^{\circ}08'46''$ West a distance of 103.55 feet to the beginning of a 100 foot radius curve concave to the northwest; thence southerly along said centerline through a central angle of $38^{\circ}01'17''$ a distance of 66.36 feet to a reversed 100 foot radius curve concave easterly; thence southerly along said centerline through a central angle of $26^{\circ}13'46''$ a distance of 45.78 feet; thence leaving said centerline South $75^{\circ}31'56''$ East a distance of 20.01 feet to the easterly right of way of Said Burr Drive being the centerline and the True Point of Beginning of said easement; thence along said centerline the following courses South $75^{\circ}31'56''$ East a distance of 36.05 feet; thence South $61^{\circ}40'19''$ East a distance of 94.39 feet; thence South $61^{\circ}30'48''$ East a distance of 28.76 feet to the beginning of an 8.80 foot radius curve

concave northerly; thence easterly along said centerline through a central angle of $74^{\circ}09'33''$ a distance of 11.39 feet; thence North $44^{\circ}19'39''$ East a distance of 66.94 feet; thence North $45^{\circ}00'00''$ East a distance of 9.63 feet to the beginning of a 22.54 foot radius curve concave southerly; thence easterly along said centerline through a central angle of $70^{\circ}36'10''$ a distance of 27.77 feet to the beginning of a 113.63 foot radius compound curve concave southwesterly; thence southeasterly along said centerline through a central angle of $22^{\circ}18'57''$ a distance of 22.41 feet to the beginning of a 241.91 foot radius curve concave southwesterly; thence southeasterly along said centerline through a central angle of $29^{\circ}03'42''$ a distance of 122.70 feet to the beginning of a reversed 45.40 foot radius curve concave northeasterly; through a central angle of $58^{\circ}25'43''$ a distance of 46.30 feet to a 645.81 foot radius reversed curve concave southwesterly; thence through a central angle of $06^{\circ}49'11''$ a distance of 76.87 feet to the beginning of a 44.53 foot radius compound curve concave southwesterly; thence through a central angle of $59^{\circ}55'57''$ a distance of 46.58 feet to the beginning of a 33.80 foot radius compound curve concave westerly; thence through a central angle of $61^{\circ}00'44''$ a distance of 35.99 feet to a reversed curve concave southeasterly; thence through a central angle of $34^{\circ}53'48''$ a distance of 43.82 feet; thence South $21^{\circ}26'05''$ West a distance of 106.68 feet to a 101.43 foot radius curve concave easterly; thence through a central angle of $21^{\circ}43'34''$ a distance of 38.46 feet; thence South $00^{\circ}17'29''$ East a distance of 67.85 feet; thence South $08^{\circ}05'11''$ a distance of 150.89 feet to the beginning of a 35.87 foot radius curve concave northeasterly; thence through a central angle of $72^{\circ}53'32''$ a distance of 45.63 feet; thence North $87^{\circ}57'58''$ East a distance of 221.49 feet to the west line of Parcel 1 described above.

Along with a 10 foot wide easement for an existing water pipeline and pumping plant, the centerline of said easement beginning at the intersection of an existing pipeline and the north line of the Central Valley Project Reservoir located in the southeast quarter of the northeast quarter of Section 32, Township 19, South Range 27 East, Mount Diablo Meridian, County of Tulare, State of California; thence northerly 130 feet to an existing booster pump; thence along said existing pipeline South $53^{\circ}34'16''$ East a distance of 62.09 feet; thence South $88^{\circ}38'03''$ East a distance of 234.37 feet to Point "A"; thence continuing South $88^{\circ}38'03''$ East a distance of 216.39 feet to the southerly line of Parcel 1 described above. Also beginning at said Point "A"; thence North $40^{\circ}34'09''$ East a distance of 22.73 feet to the southerly line of said Parcel 1.



PARCEL 2 (3 pages)

That portion of the Northeast quarter of Section 32, Township 19 South, Range 27 East, Mount Diablo Meridian, County of Tulare, State of California according to the Official Plat described as follows:

Beginning at the Northeast corner of said Section 32; thence South $00^{\circ}27'07''$ East along the east line of said Northeast quarter a distance of 1320.95 feet to the East quarter corner of said Northeast quarter; thence continuing South $00^{\circ}27'07''$ East along said east line a distance of 971.43 feet; thence leaving said east line North $65^{\circ}27'27''$ West a distance of 102.02 feet; thence North $50^{\circ}55'27''$ West a distance of 84.40 feet; thence North $57^{\circ}57'27''$ West a distance of 347.35 feet more or less to the southeast line of that parcel of land conveyed to the United States of America; thence along said parcel the following courses North $31^{\circ}11'32''$ East a distance of 101.32 feet; thence North $34^{\circ}34'27''$ West a distance of 403.11; thence South $88^{\circ}27'33''$ West a distance of 47.87 feet; thence leaving said parcel North $23^{\circ}12'33''$ East a distance of 294.07 feet more or less to the south line of the Northeast quarter of the Northeast quarter of said Section 32; thence South $89^{\circ}35'24''$ West along said south line a distance of 760.16 feet to the Southwest corner of the Northeast quarter of the Northeast quarter of said Section 32; thence North $00^{\circ}13'31''$ West along the west line of the Northeast quarter of said Northeast quarter a distance of 1324.27 feet to the Northwest corner of the Northeast quarter of said Northeast quarter; thence North $89^{\circ}44'06''$ East along the north line of said Northeast quarter a distance of 1308.27 feet to the Point of Beginning.

EXCEPTING therefrom that portion of the Northeast quarter of Section 32, Township 19 South, Range 27 East, Mount Diablo Meridian, County of Tulare, State of California according to the Official Plat, described as follows:

Beginning at the East quarter corner of said Northeast quarter; thence South $00^{\circ}27'07''$ East along the east line of said Northeast quarter a distance of 182.99 feet thence leaving said east line North $84^{\circ}10'56''$ West a distance of 220.99 feet; thence South $88^{\circ}40'02''$ West a distance of 75.32 feet; thence North $02^{\circ}02'02''$ West a distance of 20.00 feet; thence North $48^{\circ}52'37''$ East a distance of 176.93 feet; thence North $40^{\circ}26'41''$ West a distance of 252.49 feet; thence South $27^{\circ}57'19''$ West a distance of 49.88 feet; thence South $53^{\circ}34'00''$ West a distance of 69.21 feet; thence North $36^{\circ}26'00''$ West a distance of 100.00 feet; thence North $53^{\circ}34'00''$ East a distance of 46.48 feet; thence North $27^{\circ}57'19''$ East a distance of 30.14 feet; thence North $10^{\circ}07'44''$ East a distance of 150.56 feet; thence North $67^{\circ}34'13''$ East a distance of 89.07 feet; thence South $22^{\circ}25'47''$ East a distance of 100.00 feet; thence South $67^{\circ}34'13''$ West a distance of 34.27 feet; thence South $10^{\circ}07'44''$ West a distance of 111.44 feet; thence South $27^{\circ}57'19''$ West a distance of 7.92 feet; thence South $40^{\circ}26'41''$ East a distance of 256.33 feet; thence North $48^{\circ}52'37''$ East a distance of 202.71 feet to the east line of said Northeast quarter; thence South $00^{\circ}27'07''$ East along said east line a distance of 113.91 feet to the Point of Beginning.

ALSO EXCEPTING that portion of the Northeast quarter of the Northeast quarter of Section 32, Township 19 South, Range 27 East, Mount Diablo Meridian, County of Tulare, State of California according to the Official Plat described as follows:

Commencing at the North quarter corner of said Northeast quarter, being on the centerline of Avenue 248; thence East along said centerline and north line of said Northeast quarter (East being the Basis of Bearing for this description only) a distance of 248.86 feet more or less to the centerline of Burr Drive and the beginning of a 100 foot radius curve concave to the southwest; thence southeasterly along said centerline through a central angle of $47^{\circ}29'22''$ a distance of 82.88 feet; thence South $42^{\circ}30'38''$ East a distance of 91.58 feet to the beginning of a 100.00 foot radius curve concave to the southwest; thence southerly along said centerline through a central angle of $47^{\circ}01'09''$ a distance of 82.06 feet; thence South $04^{\circ}30'31''$ West a distance of 236.37 feet; thence South $05^{\circ}28'22''$ East a distance of 167.76 feet; thence South $00^{\circ}24'55''$ East a distance of 20.00 feet to the True Point of Beginning; thence leaving said centerline South $89^{\circ}35'05''$ West a distance of 120.00 feet; thence South $00^{\circ}00'00''$ West a distance of 126.60 feet; thence North $00^{\circ}00'00''$ East a distance of 109.25 feet more or less to a point on the centerline of said Burr Drive, said point being on a curve concave to the west and having a radius of 100 feet; thence northerly along said curve a distance of 66.36 feet; thence North $00^{\circ}24'55''$ East a distance of 83.55 feet to the True Point of Beginning.

Subject to a 40 foot wide easement for ingress, egress and public utilities over, under and across that portion of the Northeast quarter of Section 32, Township 19 South, Range 27 East, Mount Diablo Meridian, County of Tulare, State of California according to the Official Plat, the centerline being describe as follows:

Commencing at the North quarter corner of said Northeast quarter, being on the centerline of Avenue 248; thence North $89^{\circ}43'51''$ East along said centerline and north line of said Northeast quarter a distance of 248.86 feet more or less to the centerline of Burr Drive and the beginning of a 100 foot radius curve concave to the southwest; thence southeasterly along said centerline through a central angle of $47^{\circ}29'22''$ a distance of 82.88 feet; thence South $42^{\circ}46'47''$ East a distance of 91.58 feet to the beginning of a 100.00 foot radius curve concave to the southwest; thence southerly along said centerline through a central angle of $47^{\circ}01'09''$ a distance of 82.06 feet; thence South $04^{\circ}14'22''$ West a distance of 236.37 feet; thence South $05^{\circ}44'31''$ East a distance of 167.76 feet; thence South $00^{\circ}08'46''$ West a distance of 103.55 feet to the beginning of a 100 foot radius curve concave to the northwest; thence southerly along said centerline through a central angle of $38^{\circ}01'17''$ a distance of 66.36 feet to a reversed 100 foot radius curve concave easterly; thence southerly along said centerline through a central angle of $26^{\circ}13'46''$ a distance of 45.78 feet; thence leaving said centerline South $75^{\circ}31'56''$ East a distance of 20.01 feet to the easterly right of way of Said Burr Drive being the centerline and the True Point of Beginning of said easement; thence along said centerline the following courses South $75^{\circ}31'56''$ East a distance of 36.05 feet; thence South $61^{\circ}40'19''$ East a distance of 94.39 feet; thence South $61^{\circ}30'48''$ East a distance of 28.76 feet to the beginning of an 8.80 foot radius curve concave northerly; thence easterly along said centerline through a central angle of $74^{\circ}09'33''$ a distance

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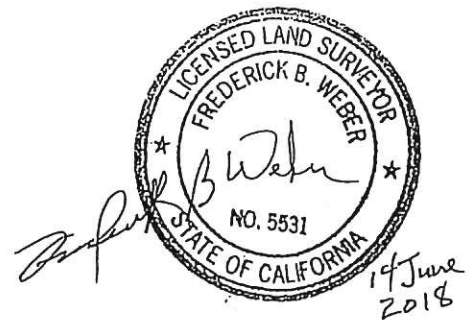
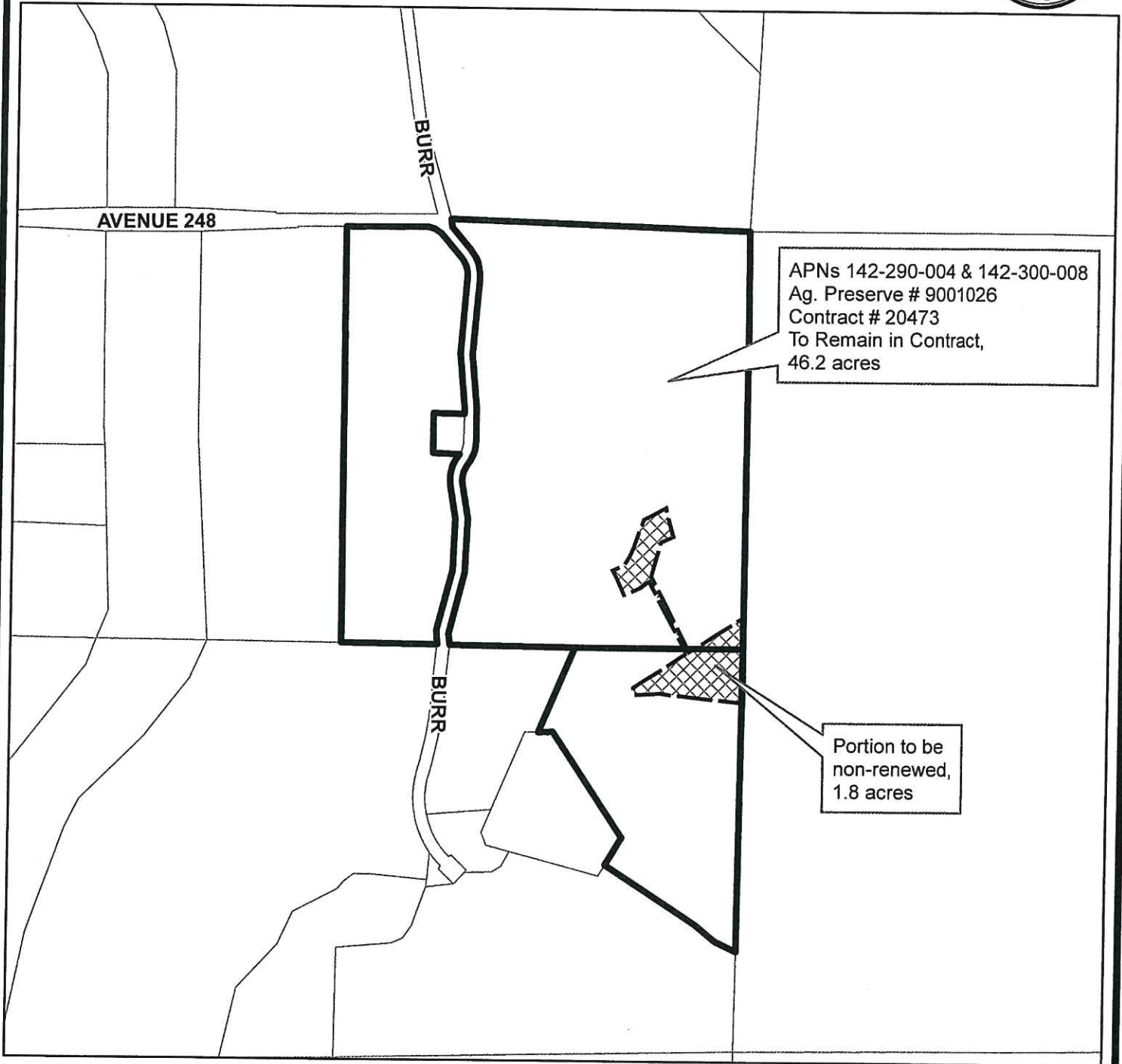




Exhibit "B"

Land in Amended Contract # 20473

Agricultural Preserve # 9001026



Owner: Charles H. & Sherraine R. Sheldon
 Address: PO Box 5001
 City, State, ZIP: Lindsay, CA 93247
 Applicant: Charles Sheldon
 Agent: Forester, Weber & Associates
 Supervisorial District: 1
 Assessors Parcel: 142-290-004 & 142-300-008 -23-



Attachment 2

Attachments for WAN 18-010 (Tsuboi)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 6290A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 18-010

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 NON-RENEWAL OF LAND CONSERVATION CONTRACT

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

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2019. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A" and illustrated as "Exhibit B." I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 216-040-003 (Portion)

Acreage Size 1.61 if applicable: Condition of Approval of Planning Project No. PPM 18-030

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

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

DONALD GENE TSUBOI 24635 Ave 216 LINDSAY, CA 93247
PH: (559) 562-4675

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

Donald Gene Tsuboi

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

STATE OF CALIFORNIA, COUNTY OF Tulare) S. S.

On August 21 2018 before me,

Dylan Michael Dickinson a Notary Public
in and for said County and State, personally appeared (printed names):

Donald Gene Tsuboi



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 559-624-7100 for verification if more than one APN is applied for.

(Below For Official Use Only)

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

Agricultural Preserve No. 2033
Land Conservation Contract No. 6290
Recorded on (Date) February 26, 1971 as Document No. 1971-0009615
Name(s) of Original/Contract Owner(s) Tom T. Tsuboi and Kimiko Tsuboi

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'

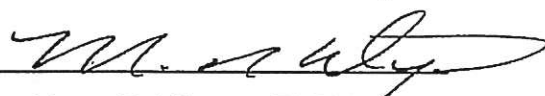
Legal Description: Parcel 1

The North 378.60 feet of the West 185.00 feet of Lot 61 of El Mirador Tract, in the County of Tulare, State of California, as per Map recorded in Book 7, Page 25 of Maps in the office of the County Recorder of said County.

For the purposes of this legal description Lot 61 is also known as the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 23, Township 20 South, Range 27 East, Mount Diablo Base and Meridian.

End of Description.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: 
Mauro R. Weyant, PLS 7773



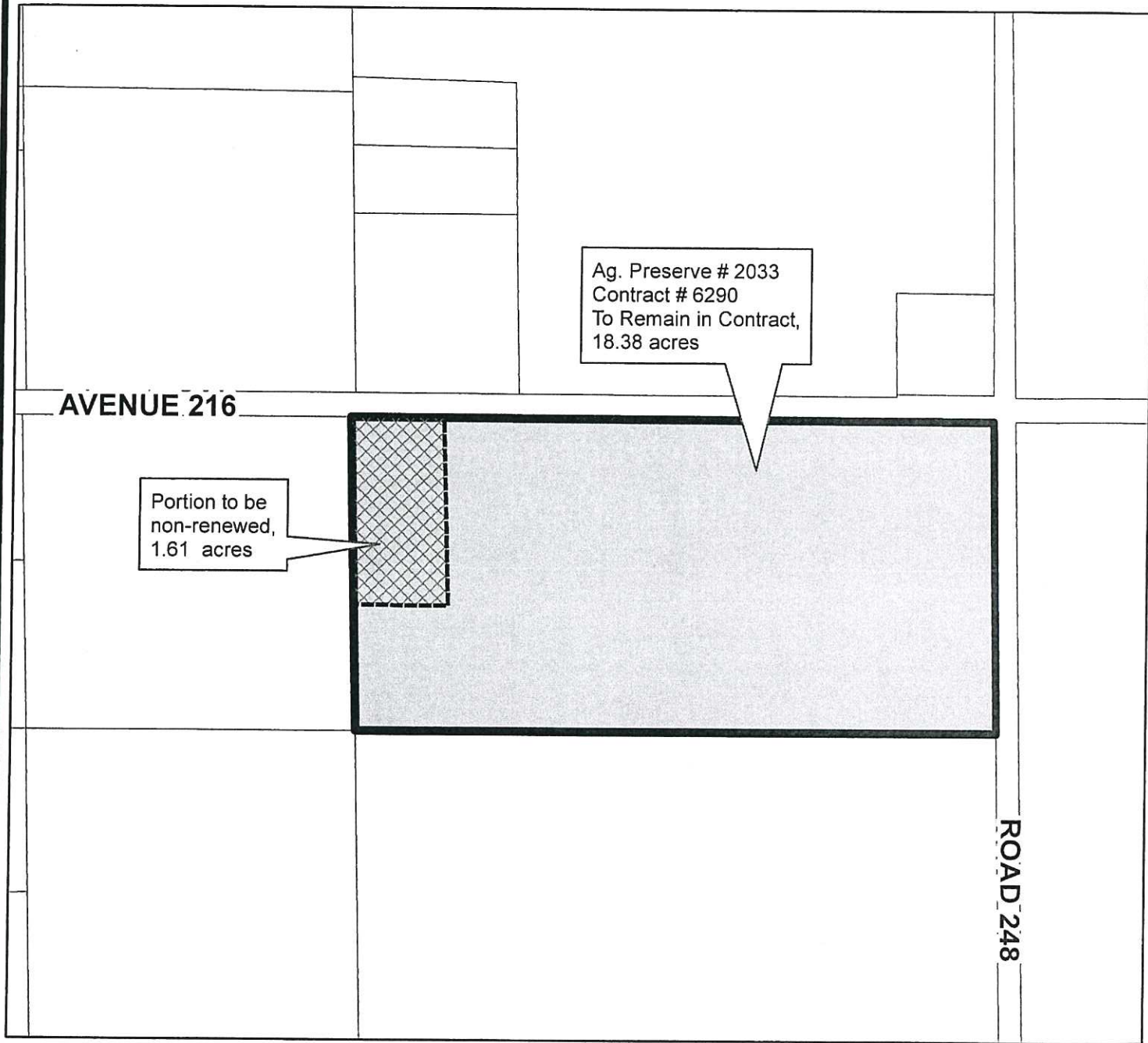
Date: 7/25/18



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal

No. WAN 18-010



Owner: Donald Gene Tsuboi
 Address: 24635 Avenue 216
 City, State, ZIP: Lindsay, CA 93247
 Applicant: Donald Gene Tsuboi
 Agent: West Coast Land Surveying
 Supervisorial District: 1
 Assessor's Parcel: 216-040-003

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



1 RECORDING REQUESTED BY and
2 WHEN RECORDED RETURN TO:

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

9
10
11 AG PRESERVE NO. 2033
12 RESOLUTION NO. 1970-3753

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 6290
17 RECORDED ON FEBRUARY 26, 1971 AS DOCUMENT NO. 1971-0009615
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 6290A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Tentative Parcel Map Application No. PPM 18-
23 030 for APN No. 216-040-003, as of this _____ day of _____, 2018, by
24 and between Donald Gene Tsuboi, hereinafter referred to as the "Owner", and the
25 COUNTY of TULARE, hereinafter referred to as the "County";

26
27 WITNESSETH
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 6290 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 216-040-003 with legal
32 description as described in Exhibit A and illustrated in Exhibit B.

33 WHEREAS, this contract amendment applies only to the owners of the Subject
34 Property: A.P.N. No. 216-040-003

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 6290 in regards to all or a portion of the Subject Property
7 APN 216-040-003 to satisfy the conditions set forth as a Condition of Approval of
8 Project Number (if applicable) PPM 18-030 owner's application for a Tentative Parcel
9 Map;

10 WHEREAS, the County in consideration for granting the Partial Non-Renewal,
11 desires to amend Land Conservation Contract Number 6290 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

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 6290A 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. 6290A, regarding land owned by Owner, shall terminate with no continuing
7 contractual rights of any kind; provided, however, that the owner may apply for a new
8 Land Conservation Contract or Farmland Security Zone Contract as otherwise may be
9 provided by law.

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

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

16
17 Donald Gene Tsuboi, 24635 Avenue 216, Lindsay, CA 93247 (559) 562-4675
18 _____
19 _____

20
21 * * *
22

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

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

4 OWNER(S)

5 DONALD GENE TSUBOI
6 (Print Name)

Donald G. Tsuboi
(Signature)

7
8
9
10
11
12
13
14 "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the
15 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."
16

17 **ACKNOWLEDGMENT**

18
19 STATE OF CALIFORNIA
20 COUNTY OF Tulare } s. s.

21
22 On 7-30-18 before me,

23 Karina Herrera a Notary Public
24 in and for said County and State, personally appeared (printed names):
25

26 Donald Gene Tsuboi
27
28

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

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

37 WITNESS my hand and official seal

38 Signature Karina Herrera
39
40



1 COUNTY OF TULARE

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 BY: _____
8 Deputy Clerk
9

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

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

17 **ACKNOWLEDGMENT**

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

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

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

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

35 WITNESS my hand and official seal.

36
37 _____
38 Signature of Notary Public County and State
39

40 Attachment

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

5 Portion to be non-renewed shown as Parcel 1 of PPM 18-030

6 THE NORTH 378.60 FEET OF THE WEST 185.00 FEET OF LOT 61 OF EL
7 MIRADOR TRACT, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AS
8 PER MAP RECORDED IN BOOK 7, PAGE 25 OF MAPS IN THE OFFICE OF THE
9 COUNTY RECORDER OF SAID COUNTY.

10
11 FOR THE PURPOSES OF THIS LEGAL DESCRIPTION LOT 61 IS ALSO KNOWN
12 AS THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE
13 NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 27
14 EAST, MOUNT DIABLO BASE AND MERIDIAN.

15
16
17
18 Portion to remain within Land Conservation Contract subject to Amendment
19 shown as Parcel No. 2 of PPM 18-030

20 LOT 61 AND 92 OF EL MIRADOR TRACT, IN THE COUNTY OF TULARE, STATE
21 OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 25 OF MAPS IN
22 THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

23
24 EXCEPTING THEREFROM THE NORTH 378.60 FEET OF THE WEST 185.00 FEET
25 OF LOT 61.

26
27 FOR THE PURPOSES OF THIS LEGAL DESCRIPTION LOT 61 AND 92 ARE ALSO
28 KNOWN AS THE NORTH HALF OF THE NORTHEAST QUARTER OF THE
29 NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 27
30 EAST, MOUNT DIABLO BASE AND MERIDIAN.



Exhibit "B"

Land in Amended Contract # 6290

Agricultural Preserve # 2033



Ag. Preserve # 2033
 Contract # 6290
 To Remain in Contract,
 18.38 acres

AVENUE 216

Portion to be
 non-renewed,
 1.6 acres

ROAD 248



Owner: Donald Gene Tsuboi
 Address: 24635 Avenue 216
 City, State, ZIP: Lindsay, CA 93247
 Applicant: Donald Gene Tsuboi
 Agent: West Coast Land Surveying
 Supervisorial District: 1
 Assessors Parcel: 216-040-003

Ref: WAN 18-010

Attachment 3

Attachments for WAN 18-011 (Escoto)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 20962A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 18-011
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

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

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT

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

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2011. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A" and illustrated as "Exhibit B." I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s) 012-130-023 (Portion)

Acreeage Size 1.26 if applicable: Condition of Approval of Planning Project No. _____

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 Tevendale P.O. BOX 340, KINGSBURG, CA 93631

Leticia Escoto P.O. BOX 340, KINGSBURG, CA 93631

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

[Handwritten Signature]
[Handwritten Signature]

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

STATE OF CALIFORNIA, COUNTY OF Fresno) S. S.

On Sept 12, 2018 before me,

Tracy Piceno a Notary Public

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

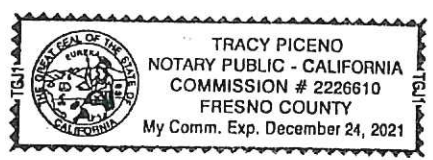
Robert Tevendale

Leticia Escoto

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



NOTE to Applicants: This form can be used to Non-renew 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 as "Exhibit B" under the following Land Conservation Contract:

Agricultural Preserve No. 4412

Land Conservation Contract No. 20962

Recorded on (Date) 12/20/2001 as Document No. 2001-0096142

Name(s) of Original/Contract Owner(s) Martin Penner and Carolyn Penner

The Tulare County Board of Supervisors authorized and accepted service of the foregoing Notice of Partial

Nonrenewal on _____ by Resolution No. _____.

Dated: _____

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

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

STATE OF CALIFORNIA)
COUNTY OF TULARE)

On _____ before me, a Deputy Clerk _____ of the Board of

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

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

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

Signature: _____
Deputy Clerk

COPIES SENT TO:

RMA, Countywide Planning Division
County Assessor – 2
State Dept. of Conservation

DATE: _____

“Exhibit A”

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

Parcel No. 1

The East 390.00 feet of the South 155.00 feet of the North 380.00 feet of the South half of Lot 15 of Level Orchard Land Colony, in Section 3, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, according to the official plat thereof.

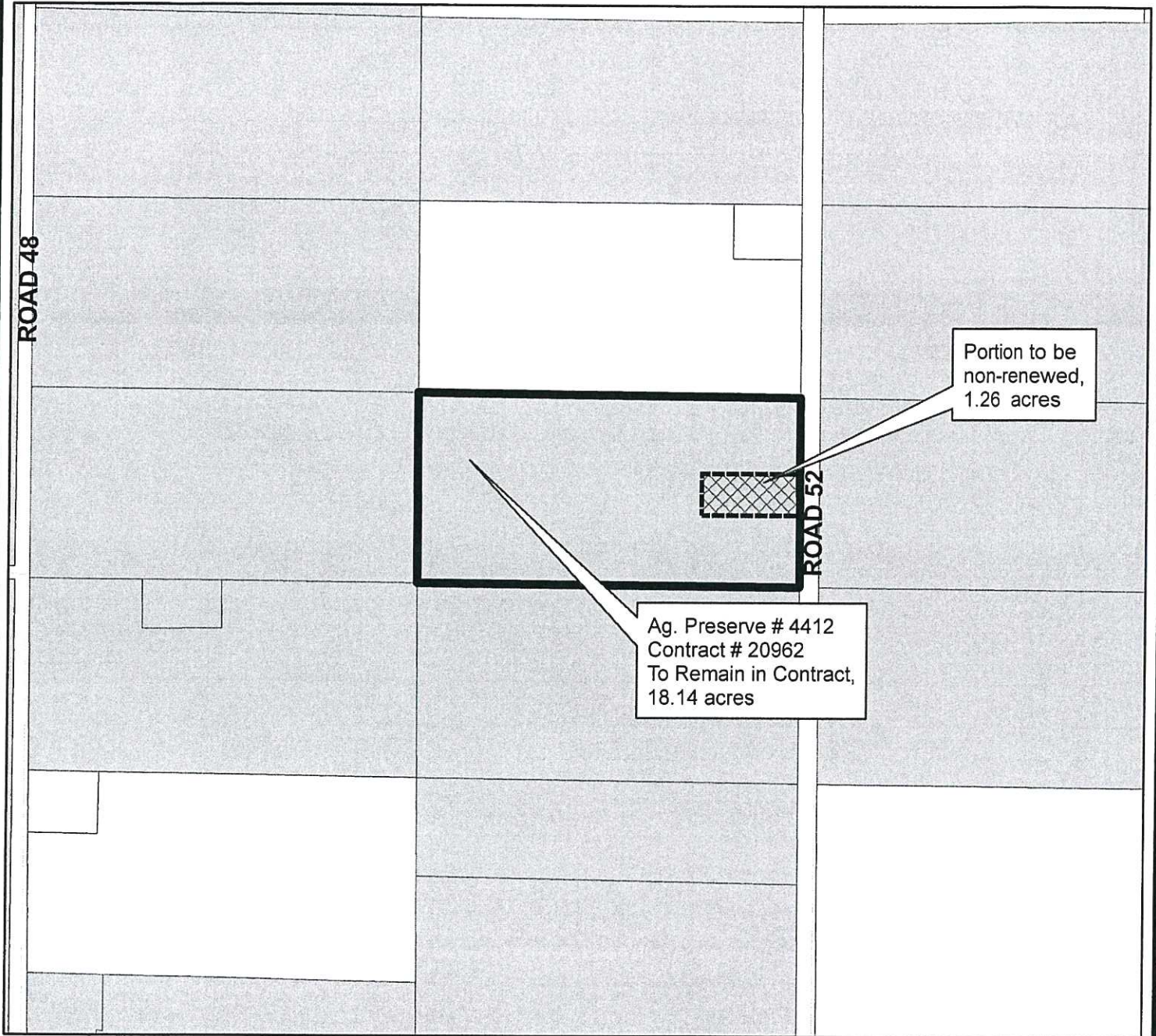
Excepting therefrom that portion of the South half of Lot 15 of Level Orchard Land Colony, described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of said South half of Lot 15 and the North-South quarter section line of said Section 3; thence South along said quarter Section line 1/8 mile more or less to the intersection with the Easterly prolongation of the South line of said Lot 15; thence West along said Easterly prolongation and along the said South line 35 feet; thence North parallel to the said quarter section line 1/8 mile more or less to the North line of said South half of Lot 15; thence East along said North line and the Easterly prolongation thereof to the point of beginning.



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal No. WAN 18-011



Owner: Leticia Escoto
 Address: P.O. Box 340
 City, State, ZIP: Kingsburg, CA 93631
 Applicant: Leticia Escoto
 Agent: Neil Zerlang - Land Surveyor, Inc.
 Supervisorial District: 4
 Assessors Parcel: 012-130-023

- 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. 4412
12 RESOLUTION NO. 2001-0988

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO

16 LAND CONSERVATION CONTRACT NO. 20962
17 RECORDED ON 12/20/2001 AS DOCUMENT NO. 2001-0096142
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 20962A, RESOLUTION
22 NO. _____, is made and entered into as a result of a Partial Non-Renewal
23 Application (WAN 18-011) for APN No(s). 012-130-023, as of this _____ day of
24 _____, 20____, by and between Leticia Escoto and Robert
25 Tevendale, hereinafter referred to as the "Owner", and the COUNTY of TULARE,
26 hereinafter referred to as the "County";

27
28 WITNESSETH
29

30 WHEREAS, the Owner owns real property in the County of Tulare, State of
31 California, under Land Conservation Contract No. 20962 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 012-130-023 with legal
33 description as described in Exhibit A and illustrated in Exhibit B.

34 WHEREAS this contract amendment applies only to the owners of the Subject
35 Property: A.P.N. No(s). 012-130-023;

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 20962 in regards to all or a portion of the Subject
7 Property APN(s) 012-130-023 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) PPM 18-013 owner's application for a
9 Tentative Parcel Map.

10 WHEREAS, the County in consideration for granting the Tentative Parcel Map,
11 desires to amend Land Conservation Contract Number 20962 in regards to the land
12 owned by Owner to include a provision which states that the original contract and that
13 portion subject to the project, will continue to be in full force and effect, subject to the
14 express condition that funds be annually appropriated by the State of California, and that
15 annual payments continue to be made to the County by the State Controller, under the
16 provisions of the Open Space Subvention Act (California Government Code section
17 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
18 terminate the Contract in regards to the land owned by Owner and declare it null and
19 void.

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

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 20962 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. 20962A, regarding land owned by Owner, shall terminate with no
7 continuing contractual rights of any kind; provided, however, that the owner may apply
8 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
9 may be provided by law.

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

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

16
17 Robert Tevendale, P.O. BOX 340, KINGSBURG, CA 93631; (559) 334-4143

18 Leticia Escoto, P.O. BOX 340, KINGSBURG, CA 93631; (559) 334-4143

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 Robert Tevendale

7 (Print Name)

[Signature]

(Signature)

8
9
10 Leticia Escoto

11 (Print Name)

[Signature]

(Signature)

12
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 **ACKNOWLEDGMENT**

17
18 STATE OF CALIFORNIA

19 COUNTY OF Fresno } s. s.

20
21 On Sept 12, 2018 before me,

22
23 Tracy Piceno a Notary Public

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

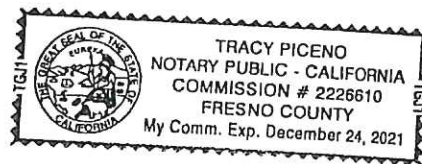
25
26 Robert Tevendale Leticia Escoto
27
28
29

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

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

38 WITNESS my hand and official seal

39
40 Signature [Signature]
41



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 **ACKNOWLEDGMENT**

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

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

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

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

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

40 Attachment

EXHIBIT NO. A

Legal Descriptions

Parcel No. 1

The East 390.00 feet of the South 155.00 feet of the North 380.00 feet of the South half of Lot 15 of Level Orchard Land Colony, in Section 3, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Excepting therefrom that portion of the South half of Lot 15 of Level Orchard Land Colony, described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of said South half of Lot 15 and the North-South quarter section line of said Section 3; thence South along said quarter Section line 1/8 mile more or less to the intersection with the Easterly prolongation of the South line of said Lot 15; thence West along said Easterly prolongation and along the said South line 35 feet; thence North parallel to the said quarter section line 1/8 mile more or less to the North line of said South half of Lot 15; thence East along said North line and the Easterly prolongation thereof to the point of beginning.

Parcel No. 2

The South half of Lot 15 of Level Orchard Land Colony, in Section 3, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, according to the official plat thereof.

Excepting therefrom the East 390.00 feet of the South 155.00 feet of the North 380.00 feet thereof.

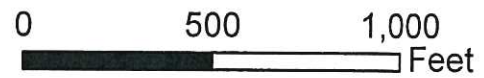
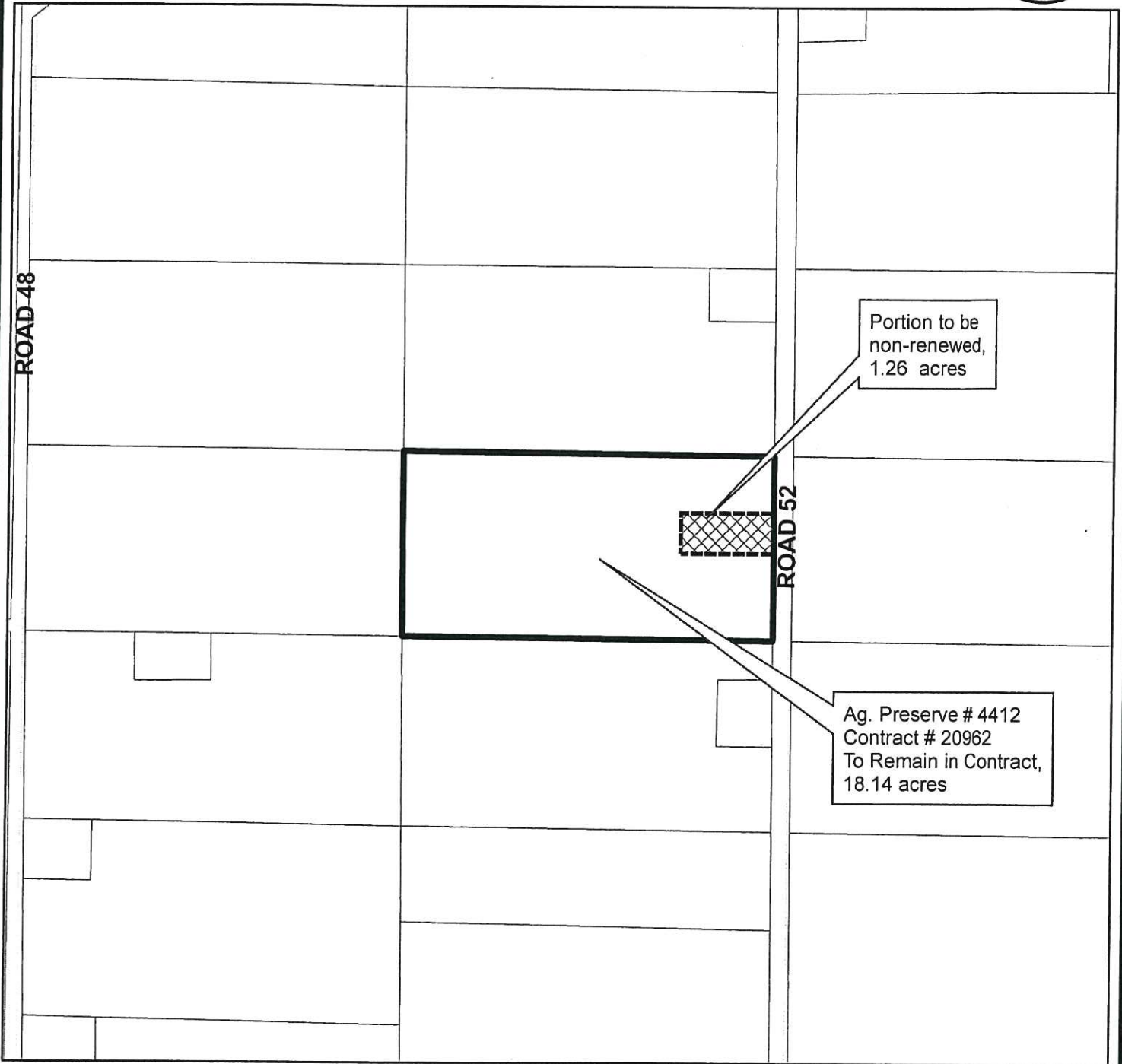
Also excepting therefrom that portion of the South half of Lot 15 of Level Orchard Land Colony, described as follows:

Beginning at the intersection of the Easterly prolongation of the North line of said South half of Lot 15 and the North-South quarter section line of said Section 3; thence South along said quarter Section line 1/8 mile more or less to the intersection with the Easterly prolongation of the South line of said Lot 15; thence West along said Easterly prolongation and along the said South line 35 feet; thence North parallel to the said quarter section line 1/8 mile more or less to the North line of said South half of Lot 15; thence East along said North line and the Easterly prolongation thereof to the point of beginning.



Exhibit "B"

Land in Amended Contract # 20962 Agricultural Preserve # 4412



Owner: Leticia Escoto
 Address: P.O. Box 340
 City, State, ZIP: Kingsburg, CA 93631
 Applicant: Leticia Escoto
 Agent: Neil Zerlang - Land Surveyor, Inc.
 Supervisorial District: 4
 Assessor's Parcel: 012-130-023



Attachment 4

Attachments for WAN 18-012 (Hurley)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 14556A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 18-012

RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

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

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT

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

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2019. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A" and illustrated as "Exhibit B." I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s) 029-140-039 (Portion)

Acreage Size 1.17 acres if applicable: Condition of Approval of Planning Project No. PPM 18-024

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>John F. Hurley</u>	<u>Deborah Lynn Hurley</u>
<u>40768 Road 74, Dinuba, CA 93618</u>	<u>40768 Road 74, Dinuba, CA 93618</u>

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

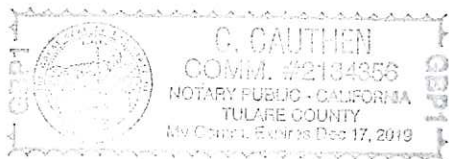
<u>[Signature]</u>	<u>[Signature]</u>
--------------------	--------------------

"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 Fresno) S. S.

On 9-19-18 before me,
[Signature] a Notary Public
in and for said County and State, personally appeared (printed names):

John F. Hurley
Deborah Lynn Hurley



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 559-624-7100 for verification if more than one APN is applied for.

(Below For Official Use Only)

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

Agricultural Preserve No. 4092
Land Conservation Contract No. 14556
Recorded on (Date) December 22, 1986 as Document No. 1986-0073142
Name(s) of Original/Contract Owner(s) Pantoja Labor Services, Incorporated, a California Corporation

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

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

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

STATE OF CALIFORNIA)
COUNTY OF TULARE)

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

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

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

Signature: _____
Deputy Clerk

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

DATE: _____

“Exhibit A”

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

Parcel No. 1

That portion of the East half of the East half of the Northwest quarter of the Northeast quarter, the West half of the West half of the Northeast quarter of the Northeast quarter of Section 24, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, described as follows:

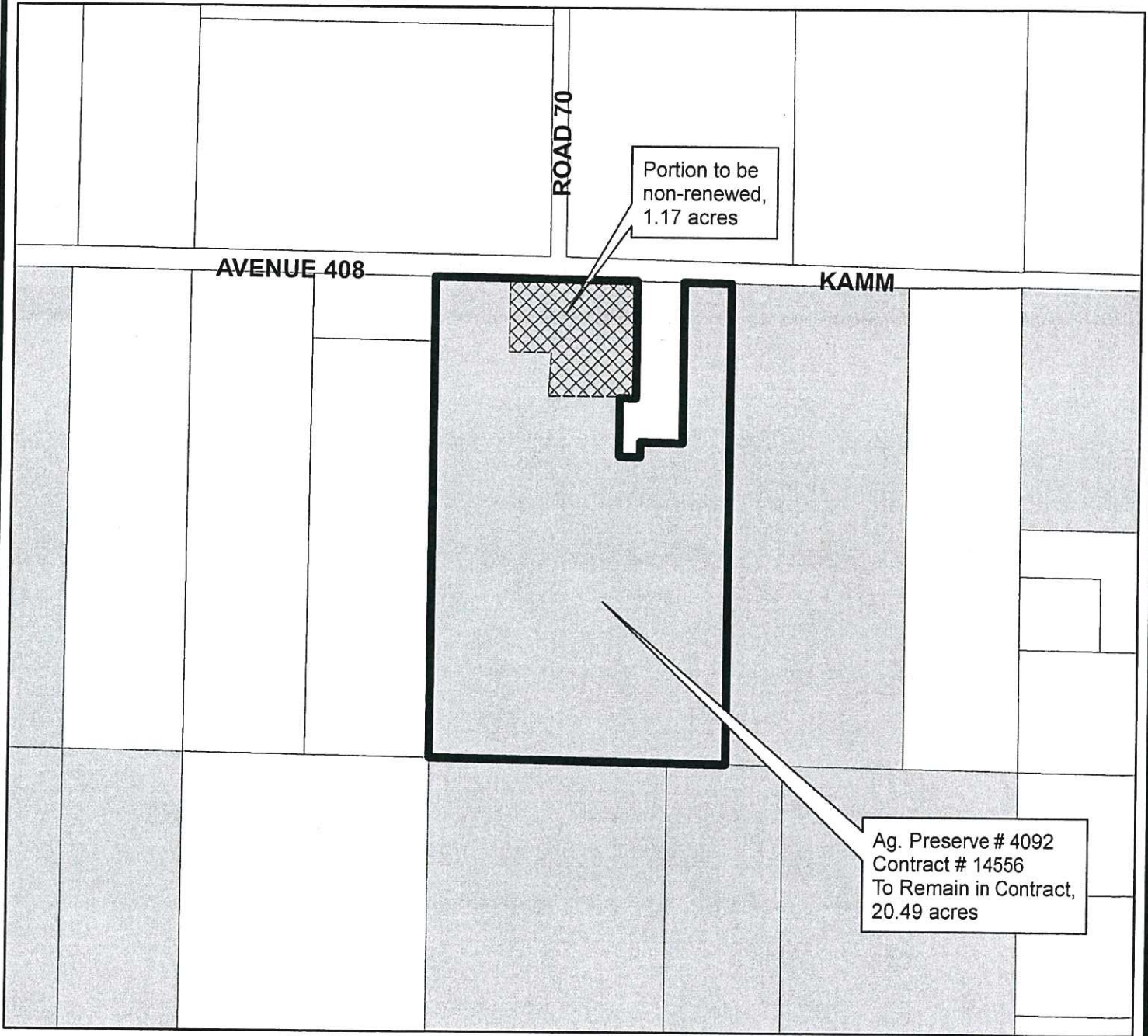
Commencing at the Northeast corner of said Section 24,
Thence westerly along North line of said northeast quarter, 917.00 feet;
Thence continuing Westerly along said North line, 132.00 feet to the True point of beginning.
Thence southerly parallel with the East line of said northeast quarter, 312.00 feet;
Thence Westerly parallel with the North line of said northeast quarter, 253.00 feet;
Thence northerly perpendicular with the North line of said northeast quarter, 104.00 feet;
Thence westerly parallel with the North line of said northeast quarter 113.00 feet;
Thence northerly perpendicular with the North line of said northeast quarter 208.00 feet to a point on said North line;
Thence easterly 361.85 feet along said North line to the True point of beginning.



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal

No. WAN 18-012



Owner: John F. Hurley & Deborah Lynn Hurley
 as Trustees of the Hurley Family
 1989 Trust

Address: 40768 Road 74
 City, State, ZIP: Dinuba, CA 93618

Applicant: Same
 Agent: Neil Zerlang - Land Surveyor

Supervisorial District: 4
 Assessors Parcel: 029-140-039



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



1 RECORDING REQUESTED BY and
2 WHEN RECORDED RETURN TO:

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

10
11 AG PRESERVE NO. 4092
12 RESOLUTION NO. 1986-1607

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 14556
17 RECORDED ON DECEMBER 22, 1986 AS DOCUMENT NO. 1986-0073142
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 14556A, RESOLUTION
22 NO. _____, is made and entered into as a result of a Tentative Parcel Map
23 Application No. PPM 18-024 for APN No. 029-140-039, as of this _____ day
24 of _____, 2018, by and between John F. Hurley and Deborah Lynn Hurley, as
25 Trustees of the Hurley Family 1989 Trust, hereinafter referred to as the "Owner", and the
26 COUNTY of TULARE, hereinafter referred to as the "County";

27
28 WITNESSETH
29

30 WHEREAS, the Owner owns real property in the County of Tulare, State of
31 California, under Land Conservation Contract No. 14556 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 029-140-039 with legal
33 description as described in Exhibit A and illustrated in Exhibit B.

34 WHEREAS, this contract amendment applies only to the owners of the Subject
35 Property: A.P.N. No. 029-140-039

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 14556 in regards to all or a portion of the Subject
7 Property APN 029-140-039 to satisfy the conditions set forth as a Condition of Approval
8 of Project Number (if applicable) PPM 18-024 owner's application for a Tentative Parcel
9 Map;

10 WHEREAS, the County in consideration for granting the Partial Non-Renewal,
11 desires to amend Land Conservation Contract Number 14556 in regards to the land
12 owned by Owner to include a provision which states that the original contract and that
13 portion subject to the project, will continue to be in full force and effect, subject to the
14 express condition that funds be annually appropriated by the State of California, and that
15 annual payments continue to be made to the County by the State Controller, under the
16 provisions of the Open Space Subvention Act (California Government Code section
17 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
18 terminate the Contract in regards to the land owned by Owner and declare it null and
19 void.

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

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 14556A 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. 14556A, regarding land owned by Owner, shall terminate with no
7 continuing contractual rights of any kind; provided, however, that the owner may apply
8 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
9 may be provided by law.

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

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

16
17 John F. & Deborah Lynn Hurley, 40768 Road 74, Dinuba, CA 93618 (559) 280-8304
18 _____
19 _____

20
21 * * *
22

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

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>John F Hurley</u> 6 (Print Name)	7 <u>[Signature]</u> (Signature)
8 <u>Deborah Lynn Hurley</u>	9 <u>Deborah Lynn Hurley</u>
10 _____	11 _____
12 _____	13 _____

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

17 **ACKNOWLEDGMENT**

18
19 STATE OF CALIFORNIA
20 COUNTY OF Fresno } s. s.

21
22 On 7-19-18 before me,

23 [Signature]
24 a Notary Public
25 in and for said County and State, personally appeared (printed names):

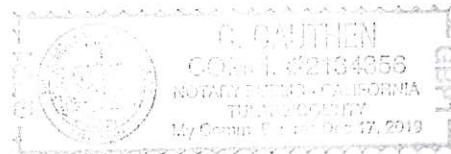
26
27 John F. Hurley Deborah Lynn Hurley
28

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

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

37 WITNESS my hand and official seal

38
39 Signature [Signature]
40



1 COUNTY OF TULARE

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 BY: _____
8 Deputy Clerk
9

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

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

17 **ACKNOWLEDGMENT**

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

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

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

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

35 WITNESS my hand and official seal.

36
37 _____
38 Signature of Notary Public County and State
39

40 Attachment

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

5 Portion to be non-renewed shown as Parcel 1 of PPM 18-024

6 That portion of the East half of the East half of the Northwest quarter of the Northeast
7 quarter, the West half of the West half of the Northeast quarter of the Northeast quarter of
8 Section 24, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in the
9 County of Tulare, State of California, as described as follows;

10
11 Commencing at the Northeast corner of said Section 24,
12 Thence westerly along the North line of said northeast quarter, 917.00 feet;
13 Thence continuing westerly along said North line, 132.00 feet to the True point of
14 beginning.
15 Thence southerly parallel with the East line of said northeast quarter, 312.00 feet;
16 Thence westerly parallel with the North line of said northeast quarter, 253.00 feet;
17 Thence northerly perpendicular with the North line of said northeast quarter, 104.00 feet;
18 Thence westerly parallel with the North line of said northeast quarter 113.00 feet;
19 Thence northerly perpendicular with the North line of said northeast quarter 208.00 feet
20 to a point on said North line;
21 Thence easterly 361.85 feet along said North line to the True point of beginning.
22
23

24 Portion to remain within Land Conservation Contract subject to Amendment
25 shown as Parcel No. 2 of PPM 18-024
26

27 The East half of the East half of the Northwest quarter of the Northeast quarter, the West
28 half of the West half of the Northeast quarter of the Northeast quarter and West half of
29 the East half of the West half of the Northeast quarter of the Northeast quarter of Section
30 24, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in the County
31 of Tulare, State of California.
32

33 **Excepting therefrom** the following described parcel:

34
35 Commencing at the Northeast corner of said Section 24,
36 Thence westerly along the North line of said northeast quarter, 917.00 feet to the True
37 point of beginning;
38 Thence southerly parallel with the East line of said northeast quarter, 434.00 feet;
39 Thence westerly parallel with the North line of said northeast quarter, 120.00 feet;
40 Thence southerly parallel with the East line of said northeast quarter, 40.00 feet;
41 Thence westerly parallel with the North line of said northeast quarter, 57.00 feet;
42 Thence northerly parallel with the East line of said northeast quarter, 162.00 feet;
43 Thence easterly parallel with the North line of said northeast quarter, 45.00 feet;
44 Thence northerly parallel with the East line of said northeast quarter, 312.00 feet to the
45 North line of said Northeast quarter;
46 Thence easterly along said line, 132.00 feet to the True point of beginning.

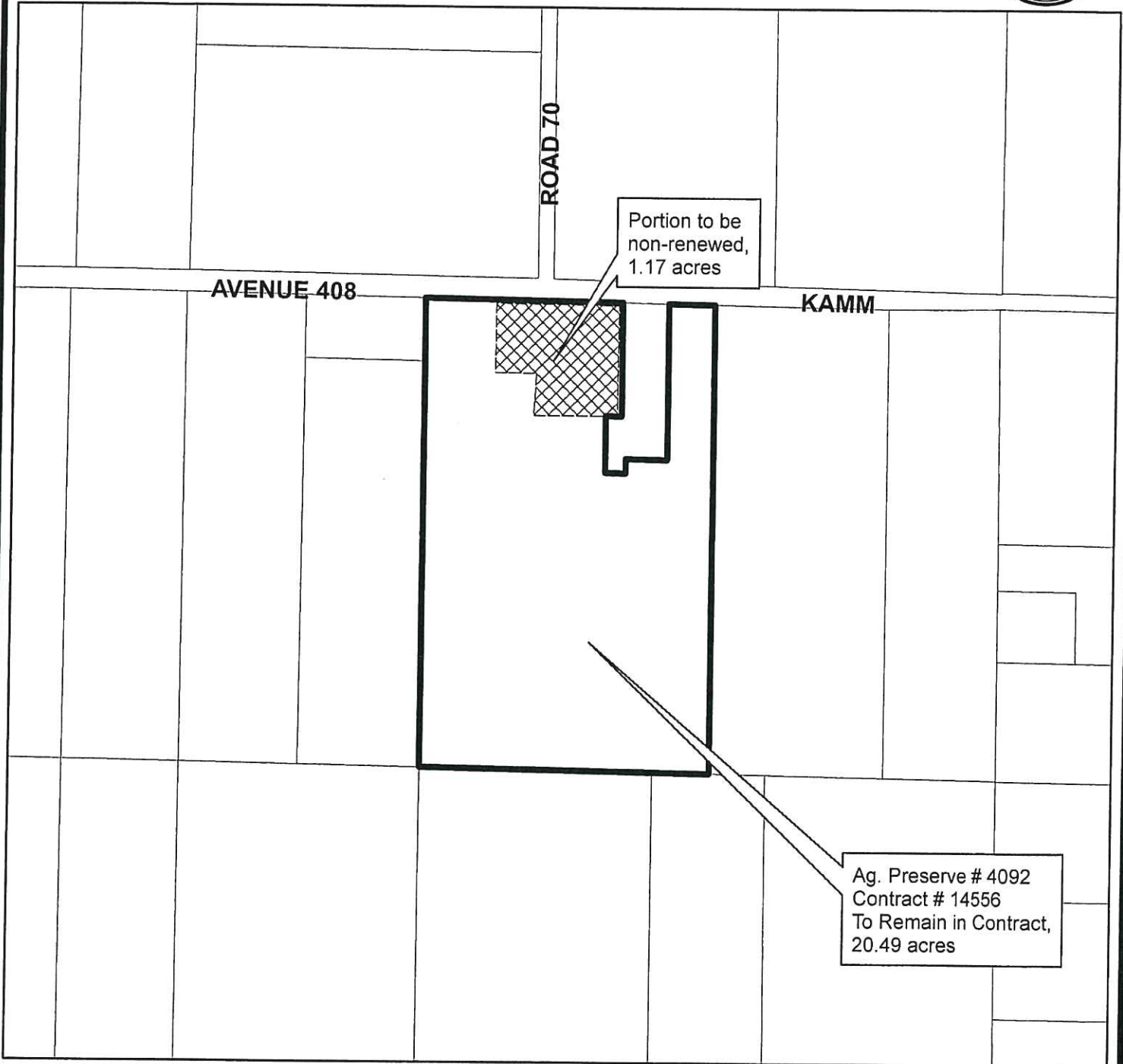
1
2 **Excepting therefrom** the following described parcel:
3
4 Commencing at the Northeast corner of said Section 24,
5 Thence westerly along the North line of said northeast quarter, 917.00 feet;
6 Thence continuing westerly along said North line, 132.00 feet to the True point of
7 beginning.
8 Thence southerly parallel with the East line of said northeast quarter, 312.00 feet;
9 Thence westerly parallel with the North line of said northeast quarter, 253.00 feet;
10 Thence northerly perpendicular with the North line of said northeast quarter, 104.00 feet;
11 Thence westerly parallel with the North line of said northeast quarter 113.00 feet;
12 Thence northerly perpendicular with the North line of said northeast quarter 208.00 feet
13 to a point on said North line;
14 Thence easterly 361.85 feet along said North line to the True point of beginning.
15
16



Exhibit "B"

Land in Amended Contract # 14556

Agricultural Preserve # 4092



Owner: John F. Hurley & Deborah Lynn Hurley
 as Trustees of the Hurley Family
 1989 Trust

Address: 40768 Road 74
 City, State, ZIP: Dinuba, CA 93618

Applicant: Same

Agent: Neil Zerlang - Land Surveyor

Supervisory District: 4

Assessors Parcel: 029-140-039

0 500
 Feet



Attachment 5

Attachments for Contract Amendment (Glover)

- Amended Contract 3529A:
 - 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. 0782
12 RESOLUTION NO. 69-2673

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 3529
17 RECORDED ON Feb. 2, 1970 AS DOCUMENT NO. 1970-3783
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 3529A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Tentative Parcel Map PPM 18-020 Application
23 for APN No(s). 198-070-009 & -010 and 198-060-011, as of this _____ day of
24 _____, 20____, by and between Kenneth Glover and Shirley
25 Adams Glover, Trustees of the Kenneth Leroy Glover and Shirley Adams Glover Family
26 Trust dated July 23, 2015, and Carla Guinn Glover, Successor Trustee of the George
27 Gilbert and Carla Guinn Glover 2005 Trust dated September 2, 2005, hereinafter referred
28 to as the "Owner", and the COUNTY of TULARE, hereinafter referred to as the
29 "County";

30 WITNESSETH

31
32 WHEREAS, the Owner owns real property in the County of Tulare, State of
33 California, under Land Conservation Contract No. 3529 hereinafter referred to as
34 "Subject Property", which is described for A.P.N. No(s). 198-070-009 & -010 and 198-

1 060-011 with legal description as described in Exhibit A and illustrated in Exhibit B.

2 WHEREAS this contract amendment applies only to the owners of the Subject
3 Property: A.P.N. No(s) 198-070-009 & -010 and 198-060-011;

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 Tentative Parcel Map that affects said Land
9 Conservation Contract Number 3529, in regards to all or a portion of the Subject Property
10 (APNs 198-070-009 & -010 and 198-060-011). A Contract Amendment is needed to satisfy
11 a Condition of Approval of Project Number PPM 18-020, owner's application for a
12 Tentative Parcel Map.

13 WHEREAS, the County in consideration for granting the Tentative Parcel Map,
14 desires to amend Land Conservation Contract Number 3529 in regards to the land
15 owned by Owner to include a provision which states that the original contract and that
16 portion subject to the project, will continue to be in full force and effect, subject to the
17 express condition that funds be annually appropriated by the State of California, and that
18 annual payments continue to be made to the County by the State Controller, under the
19 provisions of the Open Space Subvention Act (California Government Code section
20 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
21 terminate the Contract in regards to the land owned by Owner and declare it null and
22 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.

25

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 3529 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. 3529A, regarding land owned by Owner, shall terminate with no
7 continuing contractual rights of any kind; provided, however, that the owner may apply
8 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
9 may be provided by law.

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

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

16
17 Kenneth Glover, 20415 Road 168, Strathmore CA 93267; (559) 359-2484

18 Shirley Adams Glover, 20415 Road 168, Strathmore CA 93267; (559) 359-2484

19 Carla Guinn Glover, 22766 White Avenue, Strathmore CA 93267; (559) 359-5301

20
21 * * *
22

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

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 Kenneth Glover, Trustee

Kenneth Glover Trustee

6 Shirley Adams Glover, Trustee

Shirley Adams Glover, Trustee

7 Carla Guinn Glover, Successor Trustee
8
9 (Print Name)

Carla Guinn Glover Trustee
(Signature)

10
11
12
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 **ACKNOWLEDGMENT**

17 STATE OF CALIFORNIA

18 COUNTY OF Tulare } s. s.

19
20 On August 23, 2018 before me, Sandra R. Mendez
21 a Notary Public in and for said County and State, personally appeared (printed names):
22

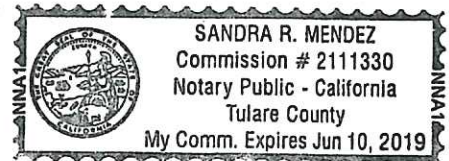
23 Kenneth Glover Shirley Adams Glover
24
25 Carla Guinn Glover
26
27

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

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

36 WITNESS my hand and official seal

37
38 Signature Sandra R. Mendez
39



1 COUNTY OF TULARE

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 BY: _____
8 Deputy Clerk
9

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

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

17 ACKNOWLEDGMENT

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

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

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

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

35 WITNESS my hand and official seal.

36
37 _____
38 Signature of Notary Public County and State
39

40 Attachment

Exhibit "A"

Parcel 1

Being a portion of Parcel 1 of Lot Line Adjustment Map No. PLA 87-42, recorded May 4, 1989 in Book 4832, Page 591, more particularly described as follows:

The South 1305.47 feet of the Southwest Quarter of Section 30, Township 20 South, Range 26 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof;

EXCEPTING THEREFROM that portion thereof more particularly described as follows;

Beginning at the Southeast corner of said Southwest Quarter of said Section 30; thence West 153.00 feet along the South line of said Southwest Quarter of Section 30 to a point in the centerline of County Road 168 (North); thence North $01^{\circ}45'06''$ West, 291.21 feet along said centerline of County Road 168; thence North $89^{\circ}28'23''$ East, 144.45 feet to a point in the East line of said Southwest Quarter of Section 30; thence South $03^{\circ}25'00''$ East, 292.92 feet along said East line to the Point of Beginning.

Containing approximately 80.75 acres



Kristie Achee 5/8/18

Kristie M. Achee PLS 8189

Date

Exhibit "A"

Parcel 2

Being a portion of Parcel 1 of Lot Line Adjustment Map No. PLA 87-42, recorded May 4, 1989 in Book 4832, Page 591, more particularly described as follows:

The Southwest Quarter of Section 30, and the South 20 rods of the Northwest Quarter of said Section 30, both of Township 20 South, Range 26 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof;

EXCEPTING THEREFROM the South 1305.47 feet thereof;

ALSO EXCEPTING THEREFROM any portion thereof included within the North 140 rods of the Northwest Quarter of said Section 30;

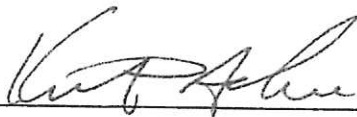
ALSO EXCEPTING THEREFROM the real property distributed to Mary L. Glover pursuant to a certain deed and option agreement, and described in sub-paragraph "h" of the Judgement Settling First and Final Account in the Estate of Raymond S. Glover, Probate No. 15927, dated January 17, 1964, and described as follows:

That certain real property situated in the County in the Tulare, State of California:

That portion thereof located within said South 20 rods of the Northwest Quarter, more particularly described as follows;

A parcel of land rectangular in shape, having a length from the East to West of 275 feet, and having a width from North to South of 125 feet, with the South line thereof located 6 feet South of the cement foundation of the South side of the recently reconstructed dwelling of Mary L. Glover thereon, and the East line of said parcel being located at the centerline of that certain road designated Road 168 as now located. (The South line of said parcel is believed to be approximately 30 feet, more or less, North of the East-West center section line of said Section 30.)

Containing approximately 100.00 acres



Kristie M. Achee PLS 8189

5/18/18

Date

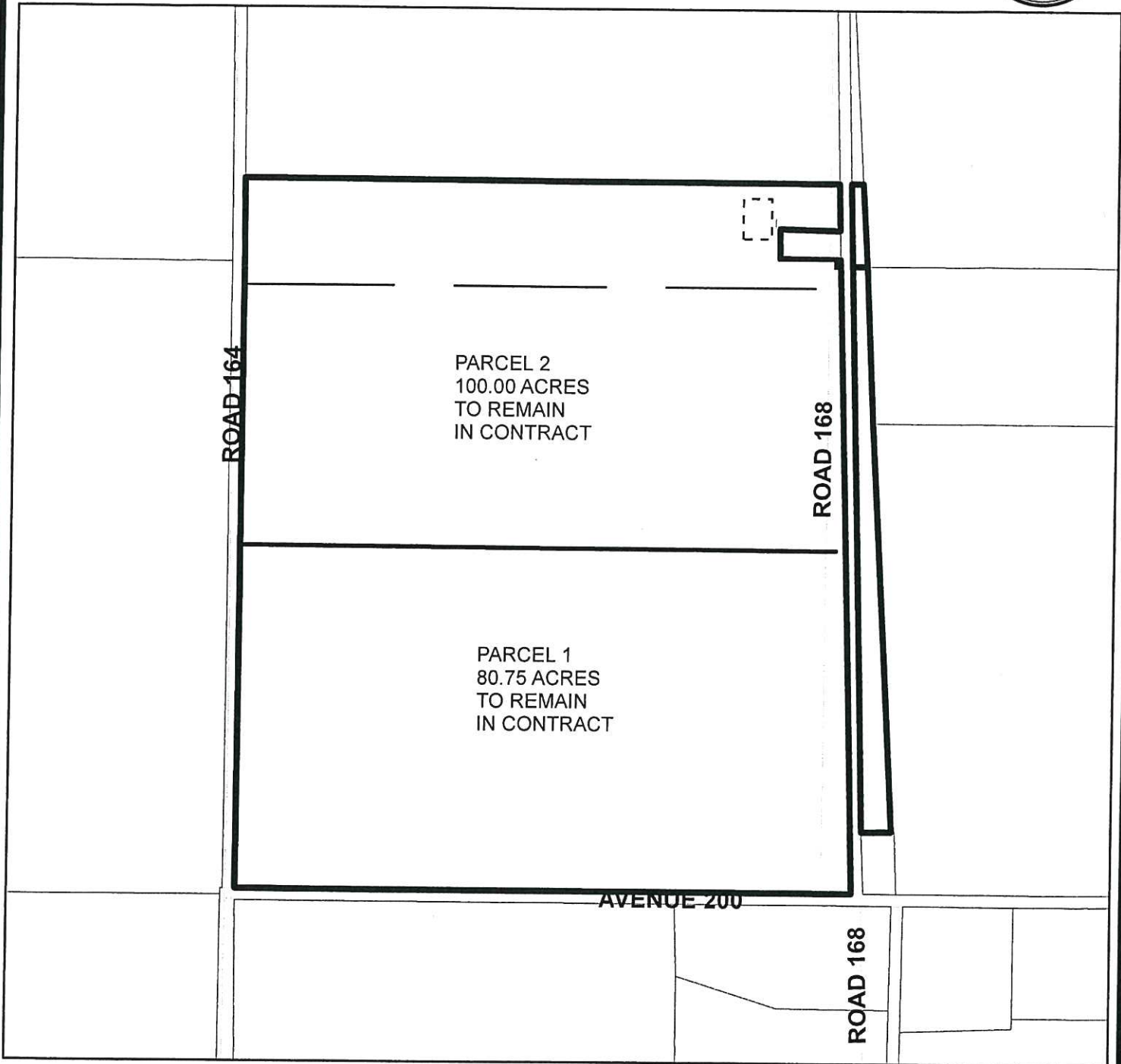




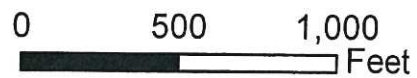
Exhibit "B"

Land in Amended Contract # 3529

Agricultural Preserve # 0782



Owner: Kenneth Glover, Shirley Glover
 & Carla Guinn Glover
 Address: 20415 Road 168
 City, State, ZIP: Strathmore CA 93267
 Applicant: Kenneth & Shirley Glover
 Agent: Winton & Assoc., a QK Company
 Supervisorial District: 1
 Assessors Parcel: 198-070-009 & -010, 198-060-.73-



— EXISTING PARCEL LINES

