



**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:** December 11, 2018

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
CONTACT PERSON: Celeste Perez    PHONE: 559-624-7000		

**SUBJECT:** Partial Non-Renewal Nos. PNR 08-029, 08-035, 08-042, and 09-002 of Agricultural Preserve Contracts and Land Conservation Contract Amendments.

**REQUEST(S):**  
That the Board of Supervisors:

1. Authorize the filing of four (4) Notices of Partial Non-Renewal for the following Land Conservation Contracts, as provided in the Williamson Act. The request fulfills conditions resulting from three (3) Tentative Parcel Maps, and one (1) Lot Line Adjustment:

**PNR 08-035** – Williamson Act Contract No. 4484, Ag Preserve No. 1392, located on the west side of Road 80 approximately 1,960 feet north of the intersection of Avenue 392 and Road 80, south of Dinuba (APN 030-040-029, and 030-040-030), (Walter S. Peacock and Lynda Sue Peacock, and Wawona Packing Co., LLC) (1.5 acres to be non-renewed as a condition of Tentative Parcel Map No. PPM 07-125) (37.62 acres subject to contract amendment).

**PNR 08-042** – Williamson Act Contract No. 13203, Ag Preserve No. 3869, located on the east side of Road 124 (State Route 63) approximately 860 feet south of the intersection of Avenue 340 and Road 124, north of Visalia (APN 051-150-100, and 051-150-101), (Antonio Ambrosio Nunes and Mary Alice Nunes) (1 acre to be non-renewed as a condition of Tentative Parcel Map No. PPM 08-007) (96.65 acres subject to contract amendment).

**SUBJECT:** Partial Non-Renewal Nos. PNR 08-029, 08-035, 08-042, and 09-002 of Agricultural Preserve Contracts and Land Conservation Contract Amendments.

**DATE:** December 11, 2018

**PNR 09-002** – Williamson Act Contract No. 3418, Ag Preserve No. 725, located on the west side of Road 104 approximately 1,300 feet south of the intersection of Avenue 412 and Road 104, south of Sultana (APN 021-220-042, 021-220-043 and 021-220-044), (Michael Garcia George and Katherine Martha George, and David Krauss – President of Wonderful Citrus II, LLC) (3 acres to be non-renewed as a condition of Tentative Parcel Map No. PPM 08-096) (35.26 acres subject to contract amendment).

**PNR 08-029** – Williamson Act Contract No. 3035, Ag Preserve No. 413, located on the southeast corner of Road 192 and Avenue 136, south of Cotton Center-Poplar (APN 302-020-043 and 302-020-044), (Charles B. Pitigliano, Jr. and Nancy Pitigliano, and Alden Highstreet – Executive Member for Hope Almond Ranch, LLC) (1 acre to be non-renewed as a condition of Lot Line Adjustment No. PLA 07-063) (80 acres subject to contract amendment).

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

**SUMMARY:**

Four (4) Notices of Partial Non-Renewal of Williamson Act Contracts and Contract Amendments to the Land Conservation Contracts, have been received pursuant to Government Code Section 51245 (Williamson Act). The partial notices of non-renewal were filed to meet the conditions of approval for three (3) Tentative Parcel Map and one (1) Lot Line Adjustment. The non-renewal notices will affect 6.5 acres. The amended Land Conservation Contracts will affect a total of 249.53 acres.

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

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

**SUBJECT:** Partial Non-Renewal Nos. PNR 08-029, 08-035, 08-042, and 09-002 of Agricultural Preserve Contracts and Land Conservation Contract Amendments.

**DATE:** December 11, 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 6.5 acres of Williamson Act contracted lands. However, increased property taxes on contracts in Non-Renewal will increase revenue to the County.

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

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

In addition, pursuant to Government Code Section 51244, the County will be authorized to recapture 10% of the participating landowners' property tax savings. The applicants pay the filing fees to process the partial Non-Renewal application. Three of the PNR applications had a flat fee of \$363, and one PNR application had a flat filing fee of \$163 for a total of \$1,252 for the applications submitted. Applications for Land Conservation Contract Amendments without Partial Non-Renewals are currently not charged a filing fee. There is currently no applicant fee for staff time involved in preparing amended Williamson Act Contracts.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

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

**ADMINISTRATIVE SIGN-OFF:**

  
\_\_\_\_\_  
Michael Washam  
Associate Director

  
\_\_\_\_\_  
FOR Reed Schenke, P.E.  
Director

cc: County Administrative Office

**SUBJECT:** Partial Non-Renewal Nos. PNR 08-029, 08-035, 08-042, and 09-002 of Agricultural Preserve Contracts and Land Conservation Contract Amendments.

**DATE:** December 11, 2018

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

1. PNR 08-035 - Peacock, and Wawona Packing Co. LLC
2. PNR 08-042 - Nunes
3. PNR 09-002 - George, and Wonderful Citrus II, LLC
4. PNR 08-029 - Pitigliano, and Hope Almond Ranch, LLC

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

IN THE MATTER OF PARTIAL NON-RENEWAL NOS. PNR 08-029, 08-035, 08-042, AND 09-002 OF AGRICULTURAL PRESERVE CONTRACTS AND LAND CONSERVATION CONTRACT AMENDMENTS )  
 ) Resolution No. \_\_\_\_\_  
 )  
 )  
 )  
 )  
 )

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD \_\_\_\_\_, 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 (4) Notices of Partial Non-Renewal for the following Land Conservation Contracts, as provided in the Williamson Act. The request fulfills conditions resulting from three (3) Tentative Parcel Maps, and one (1) Lot Line Adjustment:

**PNR 08-035** – Williamson Act Contract No. 4484, Ag Preserve No. 1392, located on the west side of Road 80 approximately 1,960 feet north of the intersection of Avenue 392 and Road 80, south of Dinuba (APN 030-040-029, and 030-040-030), (Walter S. Peacock and Lynda Sue Peacock, and Wawona Packing Co., LLC) (1.5 acres to be non-renewed as a condition of Tentative Parcel Map No. PPM 07-125) (37.62 acres subject to contract amendment).

**PNR 08-042** – Williamson Act Contract No. 13203, Ag Preserve No. 3869, located on the east side of Road 124 (State Route 63) approximately 860 feet south of the intersection of Avenue 340 and Road 124, north of Visalia (APN 051-150-100, and 051-150-101), (Antonio Ambrosio Nunes and Mary Alice Nunes) (1 acre to be non-renewed as a condition of Tentative Parcel Map No. PPM 08-007) (96.65 acres subject to contract amendment).

**PNR 09-002** – Williamson Act Contract No. 3418, Ag Preserve No. 725, located on the west side of Road 104 approximately 1,300 feet south of the intersection of Avenue 412 and Road 104, south of Sultana (APN 021-220-042, 021-220-043 and 021-220-044), (Michael Garcia George and Katherine Martha George, and David Krauss – President of Wonderful Citrus II, LLC) (3 acres to be non-renewed as a condition of Tentative Parcel Map No. PPM 08-096) (35.26 acres subject to contract amendment).

**PNR 08-029** – Williamson Act Contract No. 3035, Ag Preserve No. 413, located on the southeast corner of Road 192 and Avenue 136, south of Cotton Center-Poplar (APN 302-020-043 and 302-020-044), (Charles B. Pitigliano, Jr. and Nancy Pitigliano, and Alden Highstreet – Executive Member for Hope Almond Ranch, LLC) (1 acre to be non-renewed as a condition of Lot Line Adjustment No. PLA 07-063) (80 acres subject to contract amendment).

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

## **Attachment No. 1**

### **Attachments for PNR 08-035 Agricultural Preserve No. 1392 (Peacock, and Wawona Packing Co., LLC)**

- Partial Non-Renewal Application
  - Exhibit A: Subject Parcel Legal Description
  - Exhibit B: Ag Preserve Map
- Amended Contract 4484A:
  - Exhibit A: Contract Land Legal Description
  - Exhibit B: Map of Land in Amended Contract

Case No. PNR 08-035  
RECORDING REQUESTED BY and  
WHEN RECORDED RETURN TO:

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

SPACE ABOVE FOR RECORDER'S USE ONLY

**NOTICE OF PARTIAL NONRENEWAL OF LAND CONSERVATION CONTRACT**

[DIRECTIONS: Provide the information requested on Page 1, with all owners' signatures Notarized; include the legal description of the subject contracted parcel(s) under "Exhibit A" on Page 3; and attach a copy of the most recent Deed for the parcel(s). Return the completed application form and deed to the Tulare County Resource Management Agency (RMA), Permit Center, 5961 S. Mooney Blvd, Visalia, CA 93277, along with the current Filing Fee.]

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2010. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A". I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 030-040-006 (Portion)

Acreage 1.50 acres If applicable: Condition of Approval of Project No. PPM 07-125  
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)

Walter S. Peacock, general partner  
P.O. Box 486 Dinuba, CA 93618 559-591-5786

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

Walter S. Peacock

STATE OF CALIFORNIA  
COUNTY OF Tulare } S. S.

On 10-14-08 before me,

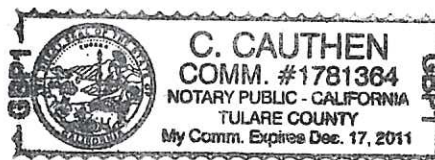
C. Cauthen a Notary Public  
in and for said County and State, personally appeared (printed names) :

Walter S. Peacock, General Partner

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 C. Cauthen



RECEIVED OCT 22 2008  
by RMA

Attachments: Exhibit A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z



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

**(Below For Official Use Only)**

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

**Agricultural Preserve No.** 1392

**Land Conservation Contract No.** 4484

Recorded on (Date) 11 February 1971 as Document No. 5503, Vol. 2940, Pages 895 - 899

Name(s) of Original/Contract Owner(s) W. Scott Peacock and Marjorie Jane Peacock

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"  
PARCEL 1 OF PPM 07-125

LEGAL DESCRIPTION OF LAND AFFECTED BY THIS NOTICE OF PARTIAL  
NONRENEWAL OF LAND CONSERVATION CONTRACT

That portion of the northeast quarter of the southeast quarter of Section 30, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, described as follows:

Commencing at the east quarter corner of said Section 30, said quarter corner being marked on the ground by a "barge spike" as noted on the Record of Survey filed in Book 25, at Page 65, of Licensed Surveys in the Office of the County Recorder of said County; thence southerly along the east line of said Section, S 00°01'41" W, 534.67 feet to the True Point of Beginning; thence leaving said east line of said Section, N 89°48'21" W, 353.04 feet; thence S 00°11'39" W, 185.04 feet; thence S 89°48'21" E, 353.58 feet, more or less, to said east line of Section 30; thence N 00°01'41" E, 185.04 feet, more or less, to the Point of Beginning; containing 1.50 acres of land, more or less.

The basis for the bearings stated herein is the California Coordinate System of 1983, Zone 4 (CCS83, Zone 4) and the convergence angle for said bearings at said east quarter corner is -00°14'08". All distances stated herein are "grid distances" of CCS83, Zone 4; to convert to "ground distances" divide the grid distances by the combined scale factor of 0.99993239.

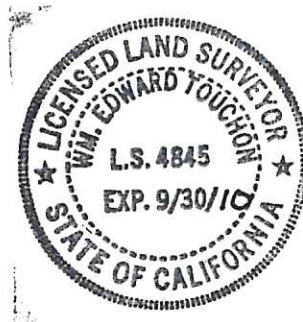
The above described parcel of land is graphically shown on Exhibit "B" attached hereto and made a part hereof.

END DESCRIPTION

SURVEYOR'S STATEMENT

This legal description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Wm. E. Touchon                      October 3, 2008  
Wm. E. Touchon                      Date  
L.S. 4845      Expires: 9/30/2010



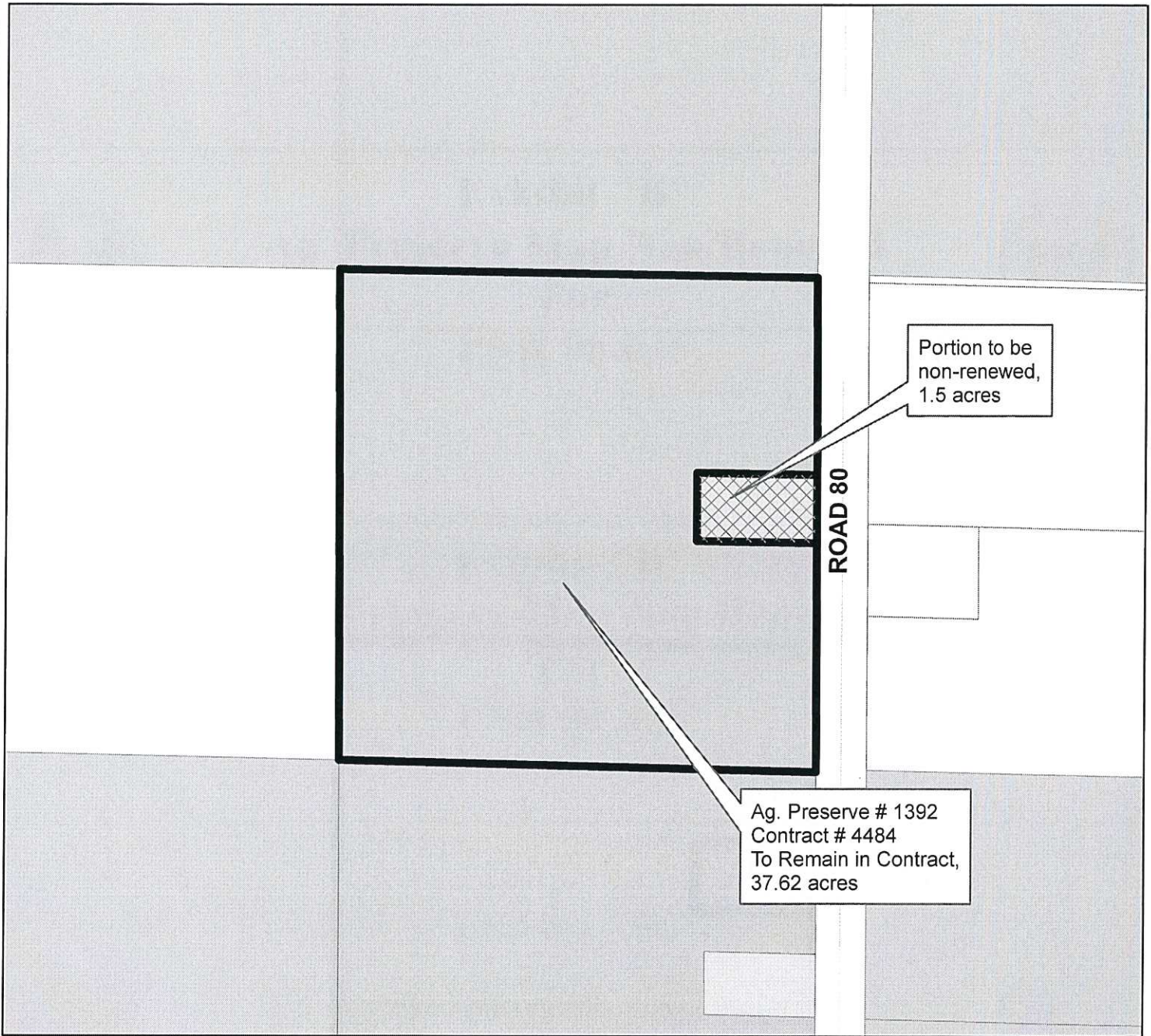


# Exhibit "B"

## Ag. Preserve Map Non Renewal

### For

## PNR 08-035



Owner: Walter S. Peacock and  
 Wawona Packing Co. LLC  
 Address: P.O. Box 486  
 City, State, ZIP: Dinuba, CA 93618  
 Applicant: Walter S. Peacock  
 Agent: N/A  
 Supervisorial District: 4  
 Assessor's Parcel: 030-040-029 & -030



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. 1392  
12 RESOLUTION NO. 1970-2597

*Area for Recorder's Use Only*

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 4484  
17 RECORDED ON 11 FEBRUARY 1971 AS DOCUMENT NO. 5503.  
18  
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 4484A, RESOLUTION NO. \_\_\_\_\_,  
22 is made and entered into as a result of a Partial Non-Renewal, Application No. PNR 08-  
23 035 for APN No. 030-040-029 and 030-040-030, as of this \_\_\_\_\_ day of  
24 \_\_\_\_\_, 2018, by and between Walter Scott Peacock, III and Lynda  
25 Sue Peacock, and Will Feliz, CEO for Wawona Packing Co. LLC, hereinafter referred to  
26 as the "Owner", and the COUNTY of TULARE, hereinafter referred to as the "County";

27 WITNESSETH  
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of  
30 California, under Land Conservation Contract No. 4484 hereinafter referred to as  
31 "Subject Property", which is described for A.P.N. No(s). 030-040-029 and 030-040-  
32 030 with legal descriptions as described in Exhibit A and site plan illustrated in Exhibit B.

33 WHEREAS this contract amendment applies only to the owners of the Subject  
34 Property: A.P.N. No(s). 030-040-029 and 030-040-030; with legal descriptions as  
35 described in Exhibit A and site plan illustrated in Exhibit B.

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

5           WHEREAS, the Owner has applied for a Partial Non-Renewal of said Land  
6 Conservation Contract Number 4484 in regards to all or a portion the Subject Property  
7 APN # 030-040-029 and 030-040-030 to satisfy the conditions set forth as a Condition of  
8 Approval of Project Number (if applicable) PPM 07-125 owner's application for a  
9 Tentative Parcel Map No. PPM 07-125.

10           WHEREAS, the County in consideration for granting the Partial Non-Renewal  
11 No. PNR 08-035, desires to amend Land Conservation Contract Number 4484 in regards  
12 to the land owned by Owner to include a provision which states that the original contract  
13 and that portion subject to the project, will continue to be in full force and effect, subject  
14 to the express condition that funds be annually appropriated by the State of California,  
15 and that annual payments continue to be made to the County by the State Controller,  
16 under the provisions of the Open Space Subvention Act (California Government Code  
17 section 16140, et. seq.), and that if said funds are not appropriated or dispersed the  
18 County may terminate the Contract in regards to the land owned by Owner and declare it  
19 null and void.

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

22           NOW, THEREFORE, IT IS AGREED as follows:

1           1.       This Amendment to Land Conservation Contract Number 4484A is  
2 entered into pursuant to the Williamson Act and all of the provisions of said Act,  
3 including any amendments hereafter enacted, are hereby incorporated by reference and  
4 made a part of this Contract as if fully set forth herein.

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

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

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

1 Act, or by any other cause whatsoever. The County may exercise its option to declare the  
2 Contract null and void by delivering notice to the Department of Conservation, Division  
3 of Land Resource Protection, Owner or successors or assigns, and by recording such  
4 notice in the Official Records of Tulare County. This Amended Land Conservation  
5 Contract No. 4484A, regarding land owned by Owner, shall terminate with no continuing  
6 contractual rights of any kind; provided, however, that the owner may apply for a new  
7 Land Conservation Contract or Farmland Security Zone Contract as otherwise may be  
8 provided by law.

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

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

15  
16 Walter Scott Peacock and Lynda Sue Peacock, P.O. Box 486, Dinuba, CA 93618

17 Phone #559-591-5786.

18 Will Feliz - CEO for Wawona Packing Co. LLC, 12133 Avenue 408, Cutler, CA 93615

19 Phone #559-528-4699.

20 \_\_\_\_\_  
21 \_\_\_\_\_

22 \* \* \*

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

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

4 OWNER(S)

5 WALTER SCOTT PEACOCK III Walter Scott Peacock III  
6 (Print Name) (Signature)  
7

8 Lynnda Sue Peacock Lynnda Sue Peacock  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19

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

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

25  
26 On October 30, 2018 before me,

27 Carrie Carrillo a Notary Public

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

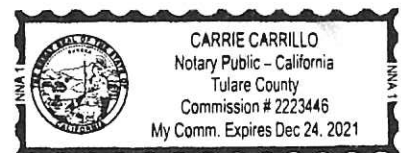
29 Walter Scott Peacock III & Lynnda Sue Peacock  
30  
31  
32

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

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

40 WITNESS my hand and official seal

41 Signature Carrie Carrillo  
42  
43  
44





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

4 OWNER(S)

5 Wawona Packing Co. LLC by  
6 Will Feliz, CEO

7 (Print Name)



(Signature)

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

23 STATE OF CALIFORNIA

24 COUNTY OF Tulare } s. s.

25  
26 On May 5, 2018 before me,

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

30 Will Feliz  
31 \_\_\_\_\_  
32

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

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

41 WITNESS my hand and official seal

42  
43 Signature Tara Sondergaard  
44



1 **COUNTY OF TULARE**

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

**ATTEST: County Administrative Officer**  
**Clerk, Board of Supervisors**

6  
7 **BY:** \_\_\_\_\_  
8 **Deputy Clerk**

9  
10  
11 =====  
12  
13 **\* AREA TO BE COMPLETED BY BOARD'S NOTARY \***

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

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

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

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

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

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

38 Attachment  
39

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

4 **Portion to Remain Under Contract as Amended (Wawona Packing)**  
5

6 All of the Northeast quarter of the Southeast quarter of Section 30, Township 16 South,  
7 Range 24 East, Mount Diablo Meridian, County of Tulare, State of California, according  
8 to the Official Plat thereof, **EXCEPTING THEREFROM** that portion described as  
9 follows:

10  
11 Commencing at the East quarter corner of said Section 30, said quarter corner being  
12 marked on the ground by a “barge spike” as noted on the Record of Survey filed in Book  
13 25, at Page 65, of Licensed Survey in the Office of the County Recorder of said County;  
14 thence Southerly along East line of said Section, South 00°01’41” West, 534.67 feet to  
15 the **True Point of Beginning**; thence leaving said line of said Section, North 89°48’21”  
16 West 353.04 feet; thence South 00°11’39” West, 185.04 feet; thence South 89°48’21”  
17 East, 353.58 feet, more or less, to said East line of Section 30; thence North 00°01’41”  
18 East, 185.04 feet more or less, to the **Point of Beginning**; containing 1.50 acres of land,  
19 more or less.

20  
21 The basis for the bearings stated herein in the California Coordinate System of 1983,  
22 Zone 4 (CCS83, Zone 4) and the convergence angle for said bearings at said East quarter  
23 corner is -00°14’08”. All distance stated herein are “grid distances” of CCS83, Zone 4; to  
24 convert to “ground distances” divide the grid distances by the combined scale factor of  
25 0.99993239.

26  
27  
28 **Portion to be Non-Renewed (Peacock)**  
29

30 That portion of the Northeast quarter of the Southeast quarter of Section 30, Township 16  
31 South, Range 24 East, Mount Diablo Meridian, County of Tulare, State of California,  
32 according to the Official Plat thereof, described as follows:

33  
34 Commencing at the East quarter corner of said Section 30, said quarter corner being  
35 marked on the ground by a “barge spike” as noted on the Record of Survey filed in Book  
36 25, at Page 65, of Licensed Survey in the Office of the County Recorder of said County;  
37 thence Southerly along East line of said Section, South 00°01’41” West, 534.67 feet to  
38 the **True Point of Beginning**; thence leaving said line of said Section, North 89°48’21”  
39 West 353.04 feet; thence South 00°11’39” West, 185.04 feet; thence South 89°48’21”  
40 East, 353.58 feet, more or less, to said East line of Section 30; thence North 00°01’41”  
41 East, 185.04 feet more or less, to the **Point of Beginning**; containing 1.50 acres of land,  
42 more or less.

43  
44 The basis for the bearings stated herein in the California Coordinate System of 1983,  
45 Zone 4 (CCS83, Zone 4) and the convergence angle for said bearings at said East quarter  
46 corner is -00°14’08”. All distance stated herein are “grid distances” of CCS83, Zone 4; to

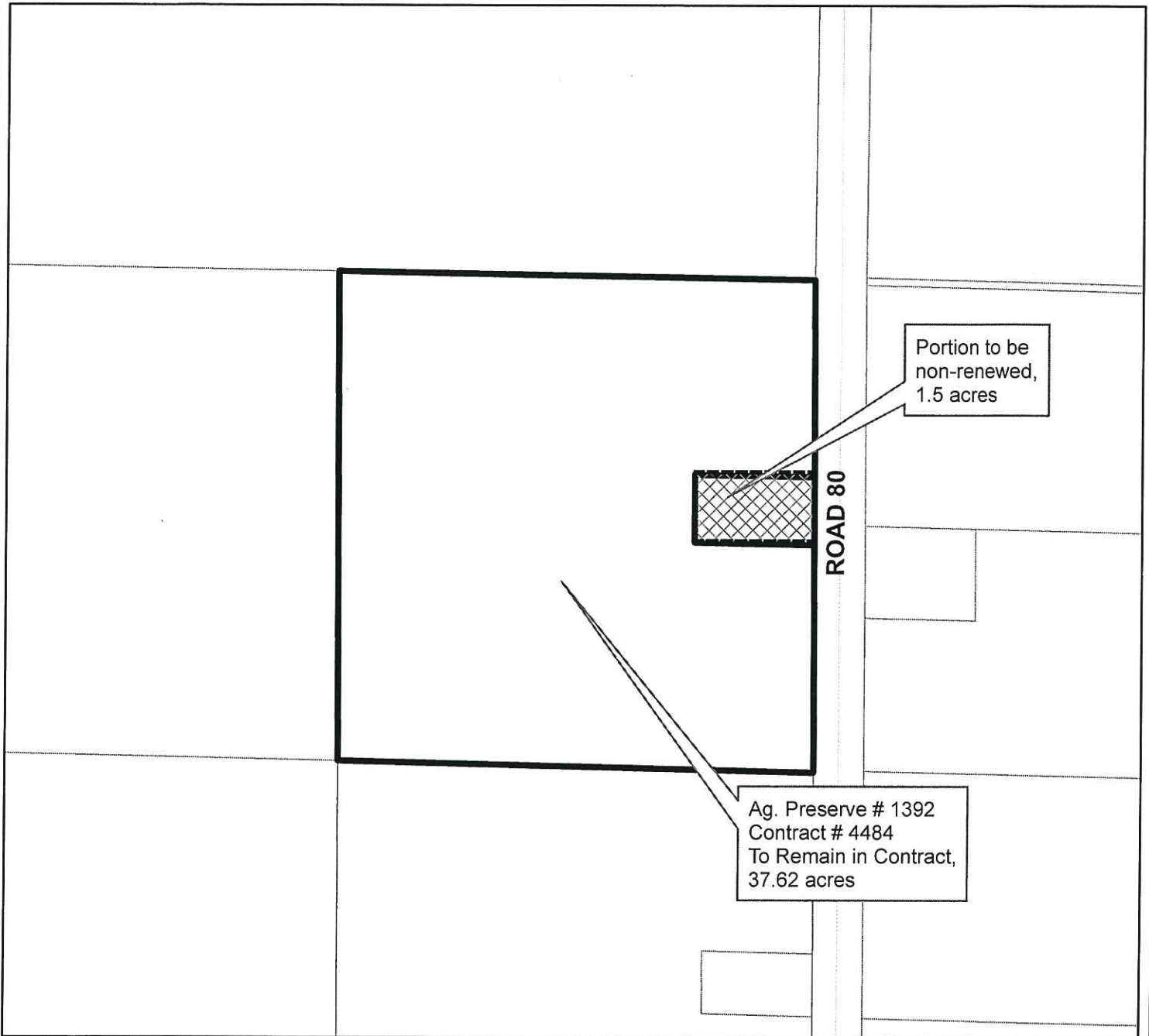
- 1 convert to "ground distances" divide the grid distances by the combined scale factor of
- 2 0.99993239.
- 3
- 4



# Exhibit "B"

## Land in Amended Contract # 4484

### Agricultural Preserve # 1392



Owner: Walter S. Peacock and  
Wawona Packing Co. LLC

Address: P.O. Box 486

City, State, ZIP: Dinuba, CA 93618

Applicant: Walter S. Peacock

Agent: N/A

Supervisory District: 4

Assessors Parcel: 030-040-029 & -030



## **Attachment No. 2**

### **Attachments for PNR 08-042 Agricultural Preserve No. 3869 (Antonio Ambrosio Nunes and Mary Alice Nunes)**

- Partial Non-Renewal Application
  - Exhibit A: Subject Parcel Legal Description
  - Exhibit B: Ag Preserve Map
- Amended Contract 13203A:
  - Exhibit A: Contract Land Legal Description
  - Exhibit B: Map of Land in Amended Contract

Case No. PNR 08-042  
RECORDING REQUESTED BY and  
WHEN RECORDED RETURN TO:

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

SPACE ABOVE FOR RECORDER'S USE ONLY

**NOTICE OF PARTIAL NONRENEWAL OF LAND CONSERVATION CONTRACT**

[DIRECTIONS: Provide the information requested on Page 1, with all owners' signatures Notarized; include the legal description of the subject contracted parcel(s) under "Exhibit A" on Page 3; and attach a copy of the most recent Deed for the parcel(s). Return the completed application form and deed to the Tulare County Resource Management Agency (RMA), Permit Center, 5961 S. Mooney Blvd, Visalia, CA 93277, along with the current Filing Fee.]

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2010. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A". I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 051-150-051 X (Portion)  
Acreage 1.0 AC If applicable: Condition of Approval of Project No. PPM 08-007  
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)

Tony A. Nunes 12750 Avenue 330 Mary A. Nunes 12750 Avenue 330  
Visalia, Ca. 93291 (559) 741-0404 Visalia, Ca. 93291 (559) 741-0404

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

Tony A. Nunes Mary A. Nunes

STATE OF CALIFORNIA  
COUNTY OF Tulare } S. S.

On December 2, 2008 before me,  
Halley Joe Falter a Notary Public  
in and for said County and State, personally appeared (printed names) :



Mary A. Nunes  
Tony A. Nunes

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 Halley Joe Falter



RECEIVED DEC 05 2008

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

**(Below For Official Use Only)**

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

**Agricultural Preserve No.** 3869

**Land Conservation Contract No.** 13203

Recorded on (Date) 23 December 1983 as Document No. 63528, Vol. 4143, Pages 235 to 238

Name(s) of Original/Contract Owner(s) Carlton Enterprises, a General Partnership

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

Dated: \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors of the County of Tulare

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

STATE OF CALIFORNIA )  
COUNTY OF TULARE )

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

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

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

Signature: \_\_\_\_\_  
Deputy Clerk

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

DATE: \_\_\_\_\_



**“Exhibit A”**

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

The west 266.79 feet of the north 180.16 feet that portion of the southwest quarter of Section 32, Township 17 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, according to the Official Plat of the survey of said land on file in the Bureau of Land Management at the time of the issuance of the patent thereof, described as follows:

Beginning at the southwest corner of said Section 32; thence north along the west line of said southwest quarter a distance of 1793 feet; thence East a distance of 2540 feet, more or less, to the west line of the right of way of the Atchison and Santa Fe Railroad; thence South along the west line of said right of way a distance of 1793 feet to the south line of said southwest quarter; thence west along the south line of said southwest quarter a distance of 2540 feet, more or less, to the Point of Beginning.

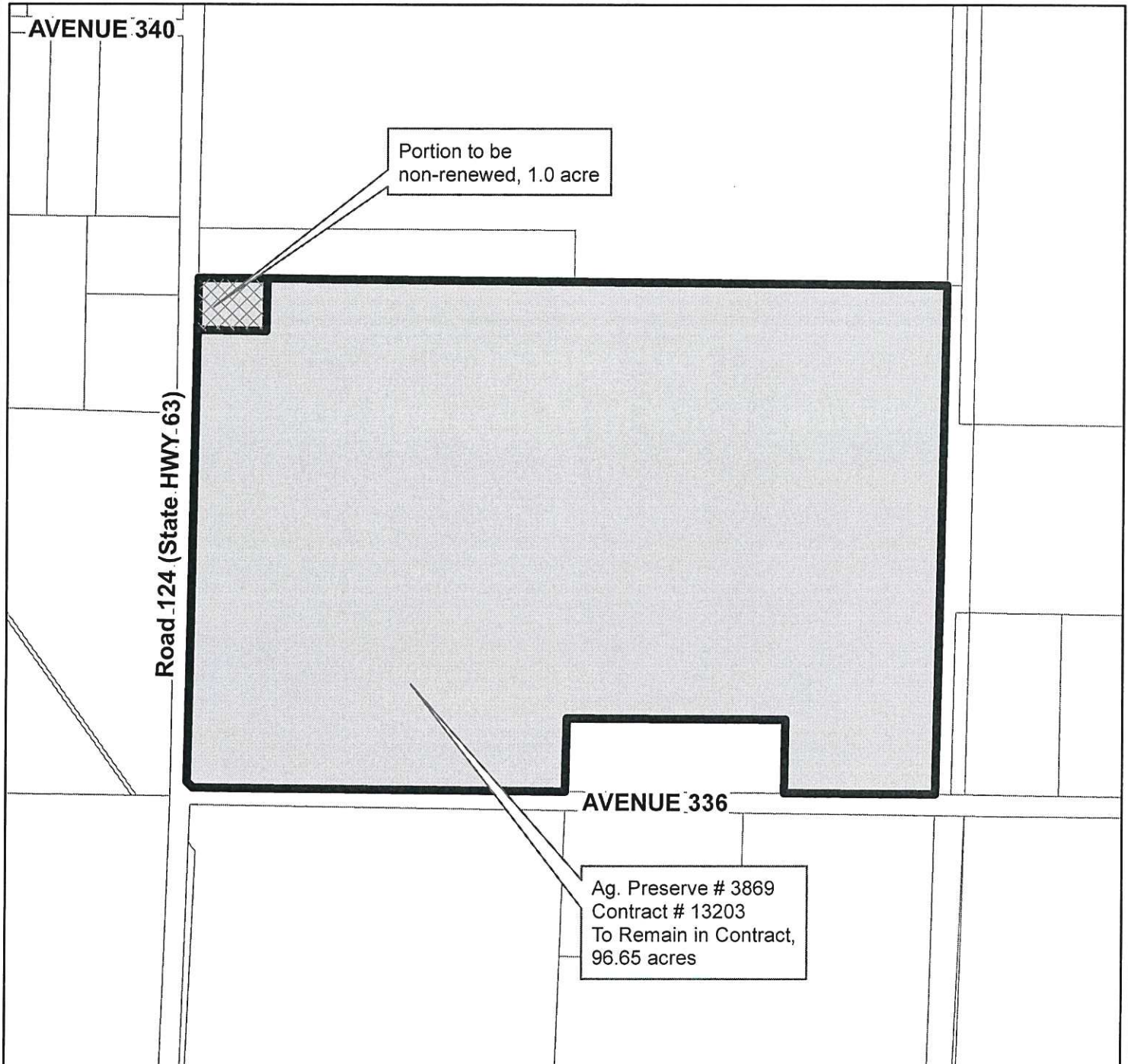
Sht 1 of 1



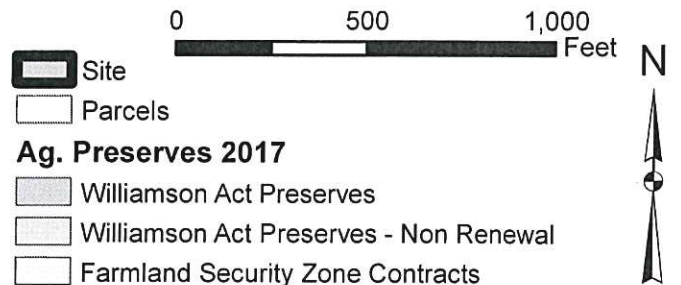


# Exhibit "B"

## Ag. Preserve Map Non Renewal For PNR 08-042



Owner: Tony A. and Mary A. Nunes  
 Address: 12750 Avenue 336  
 City, State, ZIP: Visalia, CA 93291  
 Applicant: same  
 Agent: N/A  
 Supervisorial District: 4  
 Assessors Parcel: 051-150-100 & -101



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. 3869  
12 RESOLUTION NO. 1982-1824

*Area for Recorder's Use Only*

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 13203  
17 RECORDED ON DECEMBER 23, 1983 AS DOCUMENT NO. 63528.  
18  
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 13203A, RESOLUTION NO. \_\_\_\_\_,  
22 is made and entered into as a result of a Partial Non-Renewal, Application No. PNR 08-  
23 042 for APN No. 051-150-100 and 051-150-101, as of this \_\_\_\_\_ day of  
24 \_\_\_\_\_, 2018, by and between Antonio Ambrosio Nunes and Mary  
25 Alice Nunes, hereinafter referred to as the "Owner", and the COUNTY of TULARE,  
26 hereinafter referred to as the "County";

27 WITNESSETH  
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of  
30 California, under Land Conservation Contract No. 13203 hereinafter referred to as  
31 "Subject Property", which is described for A.P.N. No(s). 051-150-100 and 051-150-101  
32 with legal descriptions as described in Exhibit A and site plan illustrated in Exhibit B.

33 WHEREAS this contract amendment applies only to the owners of the Subject  
34 Property: A.P.N. No(s). 051-150-100 and 051-150-101; with legal descriptions as  
35 described in Exhibit A and site plan illustrated in Exhibit B.

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

5           WHEREAS, the Owner has applied for a Partial Non-Renewal of said Land  
6 Conservation Contract Number 13203 in regards to all or a portion the Subject Property  
7 APN # 051-150-100 and 051-150-101 to satisfy the conditions set forth as a Condition of  
8 Approval of Project Number (if applicable) PPM 08-007 owner's application for a  
9 Tentative Parcel Map No. PPM 08-007.

10           WHEREAS, the County in consideration for granting the Partial Non-Renewal  
11 No. PNR 08-042, desires to amend Land Conservation Contract Number 13203 in  
12 regards to the land owned by Owner to include a provision which states that the original  
13 contract and that portion subject to the project, will continue to be in full force and effect,  
14 subject to the express condition that funds be annually appropriated by the State of  
15 California, and that annual payments continue to be made to the County by the State  
16 Controller, under the provisions of the Open Space Subvention Act (California  
17 Government Code section 16140, et. seq.), and that if said funds are not appropriated or  
18 dispersed the County may terminate the Contract in regards to the land owned by Owner  
19 and declare it null and void.

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

22           NOW, THEREFORE, IT IS AGREED as follows:

1           1.       This Amendment to Land Conservation Contract Number 13203A is  
2 entered into pursuant to the Williamson Act and all of the provisions of said Act,  
3 including any amendments hereafter enacted, are hereby incorporated by reference and  
4 made a part of this Contract as if fully set forth herein.

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

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

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

1 Act, or by any other cause whatsoever. The County may exercise its option to declare the  
2 Contract null and void by delivering notice to the Department of Conservation, Division  
3 of Land Resource Protection, Owner or successors or assigns, and by recording such  
4 notice in the Official Records of Tulare County. This Amended Land Conservation  
5 Contract No. 13203A, regarding land owned by Owner, shall terminate with no  
6 continuing contractual rights of any kind; provided, however, that the owner may apply  
7 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise  
8 may be provided by law.

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

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

15  
16 Antonio Ambrosio Nunes and Mary Alice Nunes, 12750 Avenue 336, Visalia, CA 93291,

17 Phone # 559-741-0404.

18 \_\_\_\_\_  
19 \_\_\_\_\_

20 \* \* \*

21  
22 **By execution hereof, the undersigned parties declare under penalty of perjury that**  
23 **he/she/they constitute and are all of the fee title owners of the Subject Property**  
24 **described herein, and are, or are the successors-in-interest of, the owners of such**  
25 **property who entered into the Land Conservation Contract.**  
26

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

4 OWNER(S)

5 ANTONIO AMBROSIO NUÑES  
6  
7 (Print Name)

Antonio Ambrosio Nunes  
(Signature)

8  
9 MARY ALICE NUÑES

Mary Alice Nunes

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20 "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the  
21 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."  
22

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

25  
26 On October 10, 2018 before me,

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

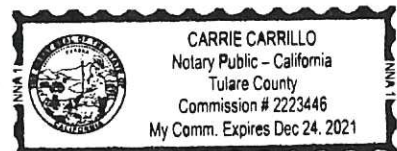
30 Antonio Ambrosio Nunes & Mary Alice Nunes  
31  
32  
33  
34

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

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

42 WITNESS my hand and official seal

43  
44 Signature Carrie Carrillo  
45  
46



1 **COUNTY OF TULARE**

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

**ATTEST: County Administrative Officer**  
**Clerk, Board of Supervisors**

6  
7 **BY:** \_\_\_\_\_  
8 **Deputy Clerk**

9  
10  
11 \_\_\_\_\_  
12  
13 **\* AREA TO BE COMPLETED BY BOARD'S NOTARY \***

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

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

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

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

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

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

38 Attachment  
39



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

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

6 That Portion of the Southwest quarter of Section 32, Township 17 South, Range 25 East,  
7 Mount Diablo Meridian, in the County of Tulare, State of California according to the  
8 Official Plat of survey of said land on file in the Bureau of Land Management at the time  
9 if the issuance of the patent thereof, described as follows:

10  
11 **Beginning** at the Southwest corner of said Section 32; thence North along the West line  
12 of said Southwest quarter a distance of 1793 feet; thence East a distance of 2540 feet,  
13 more or less, to the West line of the right of way of the Atchison and Santa Fe Railroad;  
14 thence South along the West line of said right of way a distance of 1793 feet to the South  
15 line of said Southwest quarter; thence West along the South line of said Southwest  
16 quarter a distance of 2540 feet more or less, to the **Point of Beginning**.

17  
18 **EXCEPTING THEREFROM** the following described parcel:

19  
20 Commencing for reference at the Southwest corner of said Section 32; thence East a  
21 distance of 1320 feet to the **True Point of Beginning**; thence North, parallel with the  
22 West line of said Southwest quarter a distance of 291.00 feet; thence East, parallel with  
23 the South line of said Southwest quarter a distance of 737.50 feet; thence South, parallel  
24 with the West line of said Southwest quarter, a distance of 291.00 feet to the South line of  
25 said Southwest quarter; thence West along said South line a distance of 737.50 feet to the  
26 **True Point of Beginning**.

27  
28 **ALSO EXCEPTING** the west 266.79 feet of the North 180.16 feet thereof  
29  
30

31 **Portion to be Non-Renewed**  
32

33 The West 266.79 feet of the North 180.16 feet that portion of the Southwest quarter of  
34 Section 32, Township 17 South, Range 25 East, Mount Diablo Meridian, County of  
35 Tulare, State of California, according to the Official Plat of the survey of said land on file  
36 in the Bureau of Land Management at the time if the issuance of the patent thereof,  
37 described as follows:

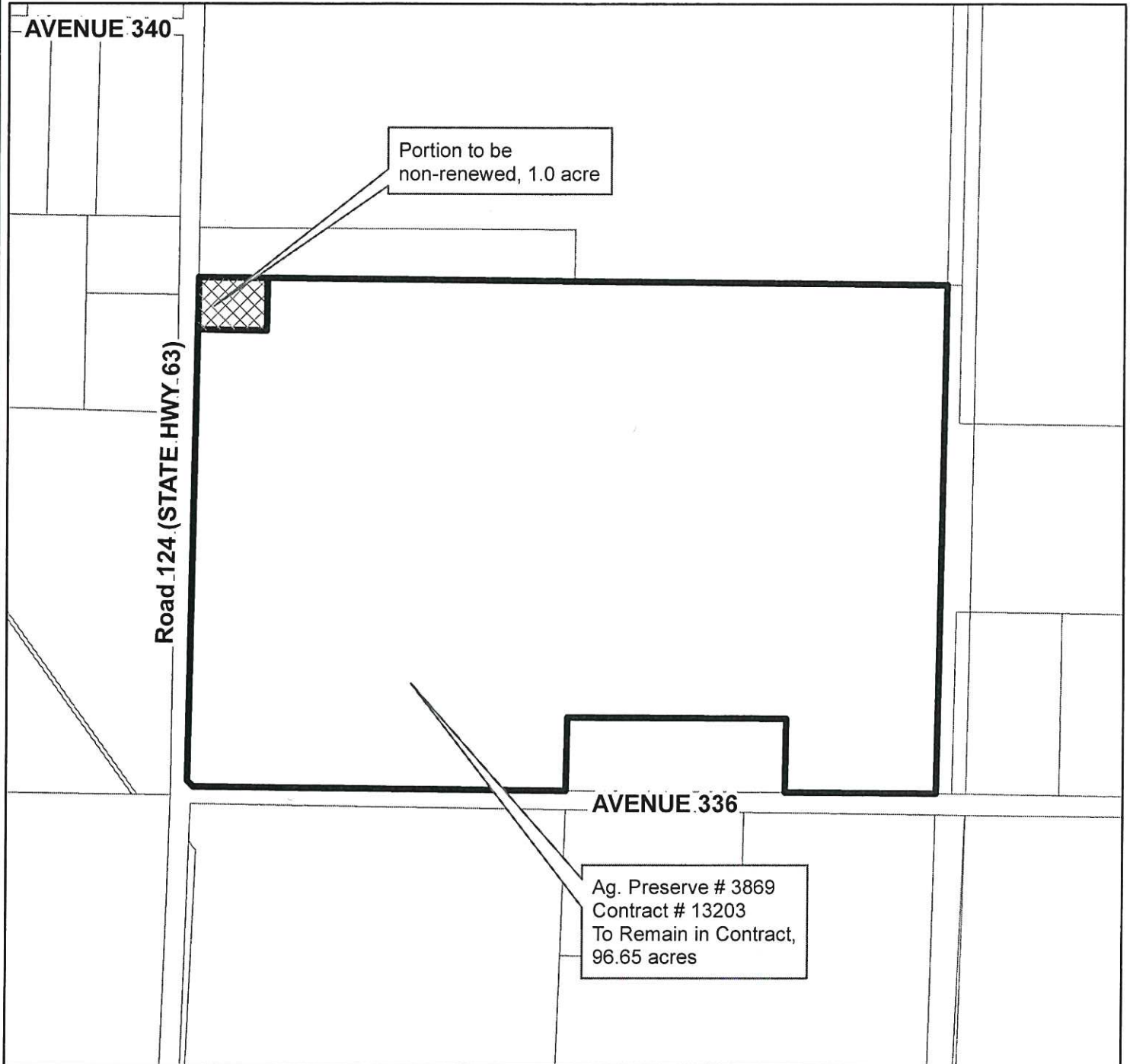
38  
39 **Beginning** at the Southwest corner of said Section 32; thence North along the West line  
40 of said Southwest quarter a distance of 1793 feet; thence East a distance of 2540 feet,  
41 more or less, to the West line of the right of way of the Atchison and Santa Fe Railroad;  
42 thence South along the West line of said right of way a distance of 1793 feet to the South  
43 line of said Southwest quarter; thence West along the South line of said Southwest  
44 quarter a distance of 2540 feet more or less, to the **Point of Beginning**.



# Exhibit "B"

## Land in Amended Contract # 13203

### Agricultural Preserve # 3869



Owner: Tony A. and Mary A. Nunes  
 Address: 12750 Avenue 336  
 City, State, ZIP: Visalia, CA 93291  
 Applicant: same  
 Agent: N/A  
 Supervisorial District: 4  
 Assessors Parcel: 051-150-100 & -101



## **Attachment No. 3**

### **Attachments for PNR 09-002 Agricultural Preserve No. 725 (George, and Wonderful Citrus II, LLC)**

- Partial Non-Renewal Application
  - Exhibit A: Subject Parcel Legal Description
  - Exhibit B: Ag Preserve Map
- Amended Contract 3418A:
  - Exhibit A: Contract Land Legal Description
  - Exhibit B: Map of Land in Amended Contract

**PNR 09-002**

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 site plan 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). 021-220-042 and 021-220-043 (Portion)

Acreage Size 3.0 acres total if applicable: Condition of Approval of Planning Project No. PPM 08-096

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)

Michael Garcia George 40928 Road 104, Dinuba, CA 93618, Ph #559-591-1158

Katherine Martha George 40928 Road 104, Dinuba, CA 93618, Ph #559-591-1158

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

X [Signature]  
X Katherine Martha George

"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 October 23, 2018 before me,

Carrie Carrillo a Notary Public

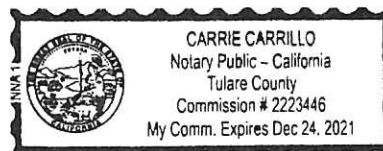
in and for said County and State, personally appeared (printed names):

Michael Garcia George Katherine Martha George

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

WITNESS my hand and official seal

Signature [Signature]



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

**(Below For Official Use Only)**

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

**Agricultural Preserve No.** 725

**Land Conservation Contract No.** 3418

Recorded on (Date) 26 January 1970 as Document No. 2786, Vol. 2877, Pages 784 to 788

Name(s) of Original/Contract Owner(s) Mariana Garcia and Cecilia G. George

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

Dated: \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors of the County of Tulare

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

STATE OF CALIFORNIA )  
COUNTY OF TULARE )

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

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

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

Signature: \_\_\_\_\_  
Deputy Clerk

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

DATE: \_\_\_\_\_

**“Exhibit A”**

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

**Parcel 1**

The South 277.00 feet of the North 305.35 feet of the West 293.00 feet of the North half of the Southwest quarter of the Southwest quarter, all of Section 14, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof.

**SUBJECT TO** an easement for well, pipeline and the maintenance thereof over and across the West 10.00 feet of the East 89.00 feet of the South 81.00 feet thereof.

**Parcel 2**

The South 277.00 feet of the North 582.35 feet of the West 293.00 feet of the North half of the Southwest quarter of the Southwest quarter, all of Section 14, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof.

**TOGETHER WITH** an easement for well, pipeline and the maintenance thereof over and across the West 10.00 feet of the East 89.00 feet of the South 81.00 feet of the South 277.00 feet of the North 305.35 feet of the West 293.00 feet of the North half of the Southwest quarter of the Southwest quarter of said Section 14.

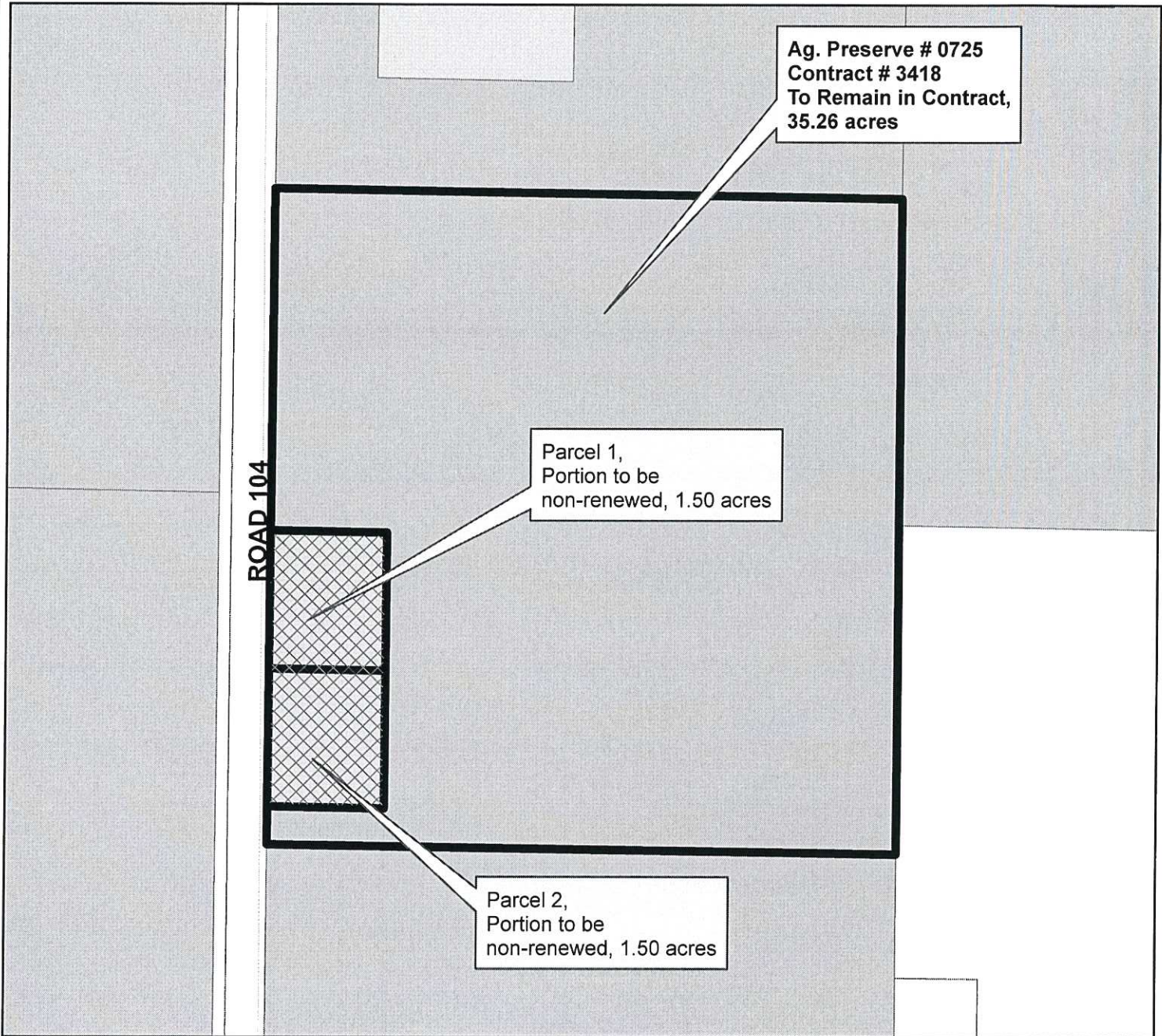


# Exhibit "B"

## Ag. Preserve Map

### Partial Non Renewal

### No. PNR 09-002



**Owner:** Michael G. and Katherine George, and David Krause – President (Wonderful Citrus II, LLC)

**Address:** 40928 Road 104

**City, State, ZIP:** Dinuba, CA 93618

**Applicant:** Same as Above

**Agent:** none

**Supervisorial District:** 4

**Assessors Parcel:** 021-220-042, -043 & -044



- 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. 0725  
12 RESOLUTION NO. 1969-2604

*Area for Recorder's Use Only*

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 3418  
17 RECORDED ON JANUARY 26, 1970 AS DOCUMENT NO. 1970-251  
18

19  
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 3418A, RESOLUTION NO. \_\_\_\_\_,  
22 is made and entered into as a result of a Partial Non-Renewal, Application No. PNR 09-  
23 002 for APN No. 021-220-042, 021-220-043 and 021-220-044, as of this \_\_\_\_\_ day  
24 of \_\_\_\_\_, 2018, by and between Michael Garcia George and  
25 Katherine Martha George, and David Krause – President (Wonderful Citrus II, LLC),  
26 hereinafter referred to as the "Owners", and the COUNTY of TULARE, hereinafter  
27 referred to as the "County";

28 WITNESSETH  
29

30 WHEREAS, the Owner owns real property in the County of Tulare, State of  
31 California, under Land Conservation Contract No. 3418 hereinafter referred to as  
32 "Subject Property", which is described for A.P.N. No(s). 021-220-042, 021-220-043 and  
33 021-220-044 with legal descriptions as described in Exhibit A and site plan illustrated in  
34 Exhibit B.



1           WHEREAS this contract amendment applies only to the owners of the Subject  
2 Property: A.P.N. No(s). 021-220-042, 021-220-043 and 021-220-044; with legal  
3 descriptions as described in Exhibit A and site plan illustrated in Exhibit B.

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

8           WHEREAS, the Owner has applied for a Partial Non-Renewal of said Land  
9 Conservation Contract Number 3418 in regards to all or a portion the Subject Property  
10 APN # 021-220-042, 021-220-043 and 021-220-044 to satisfy the conditions set forth as a  
11 Condition of Approval of Project Number (if applicable) PPM 08-096 owner's  
12 application for a Tentative Parcel Map No. PPM 08-096.

13           WHEREAS, the County in consideration for granting the Partial Non-Renewal  
14 PNR 09-002, desires to amend Land Conservation Contract Number 3418 in regards to  
15 the land owned by Owner to include a provision which states that the original contract  
16 and that portion subject to the project, will continue to be in full force and effect, subject  
17 to the express condition that funds be annually appropriated by the State of California,  
18 and that annual payments continue to be made to the County by the State Controller,  
19 under the provisions of the Open Space Subvention Act (California Government Code  
20 section 16140, et. seq.), and that if said funds are not appropriated or dispersed the  
21 County may terminate the Contract in regards to the land owned by Owner and declare it  
22 null and void.

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

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 3418A 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. 3418A, regarding land owned by Owner, shall terminate with no continuing  
7 contractual rights of any kind; provided, however, that the owner may apply for a new  
8 Land Conservation Contract or Farmland Security Zone Contract as otherwise may be  
9 provided by law.

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

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

16  
17 Michael Garcia George and Katherine Martha George, 40928 Road 104, Dinuba, CA

18 93618, Ph # 559-591-1158

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

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

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  
6 Michael Garcia George  
7 (Print Name)

[Signature]  
(Signature)

8  
9 KATHERINE MARTHA GEORGE

[Signature]

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20 "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the  
21 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

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

25  
26 On October 23, 2018 before me,

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

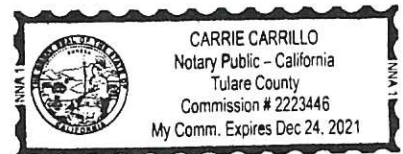
30  
31 Michael Garcia George  
32  
33 Katherine Martha George  
34

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

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

42  
43 WITNESS my hand and official seal

44  
45 Signature [Signature]  
46



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

4 OWNER(S)

5 David Krause  
6

7 (Print Name)

8 [Signature]  
9

10 (Signature)

11 President, wonderful Citrus II, LLC  
12  
13  
14  
15  
16  
17  
18  
19

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

23 STATE OF CALIFORNIA

24 COUNTY OF Kern } s. s.

25  
26 On March 27, 2018 before me,

27 Beverly Ann Ramos a Notary Public

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

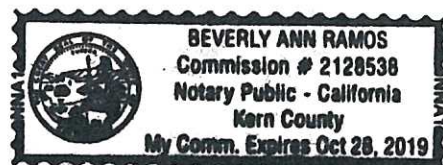
30 David Wayne Krause  
31  
32

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

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

41 WITNESS my hand and official seal

42 Signature Beverly Ann Ramos  
43  
44



1 **COUNTY OF TULARE**

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

**ATTEST: County Administrative Officer**  
**Clerk, Board of Supervisors**

6  
7 **BY:** \_\_\_\_\_  
8 **Deputy Clerk**

9  
10  
11  
12  
13 **\* AREA TO BE COMPLETED BY BOARD'S NOTARY \***

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

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

22 On \_\_\_\_\_ before me, \_\_\_\_\_ a

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

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

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

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

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

38 Attachment  
39

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

6 **Portion to Remain Under Contract as Amended**

7 **Parcel 3** (as shown on PPM 08-096)

8 The South half of the Northwest quarter of the Southwest quarter, AND the North half of  
9 the Southwest quarter of the Southwest quarter, all of Section 14, Township 16 South,  
10 Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of  
11 California, according to the Official Plat thereof;

12 EXCEPTING THEREFROM the South 554.00 feet of the North 582.35 feet of the  
13 West 293.00 feet of the North half of the Southwest quarter of the Southwest of said  
14 Section 14.

15 ALSO EXCEPTING THEREFROM the West 59.00 feet thereof as conveyed to the  
16 County of Tulare per Grant Deeds recorded December 20, 1973 in Volume 3147, Page  
17 349 as Document No. 50113 and December 5, 1973 in Volume 3144, Page 566 as  
18 Document No. 48003 of Official Records of the County of Tulare.  
19

20  
21 **Portion to be Non-Renewed**

22  
23 **Parcel 1** (as shown on PPM 08-096)

24 The South 277.00 feet of the North 305.35 feet of the West 293.00 feet of the North half  
25 of the Southwest quarter of the Southwest quarter, all of Section 14, Township 16 South,  
26 Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of  
27 California, according to the Official Plat thereof.  
28

29 SUBJECT TO an easement for well, pipeline and maintenance thereof over and across  
30 the West 10.00 feet of the East 89.00 feet of the South 81.00 feet thereof.  
31

32 **Parcel 2** (as shown on PPM 08-096)

33 The South 277.00 feet of the North 582.35 feet of the West 293.00 feet of the North half  
34 of the Southwest quarter, all of Section 14, Township 15 South, Range 24 East, Mount  
35 Diablo Base and Meridian, in the County of Tulare, State of California, according to the  
36 Official Plat thereof.  
37

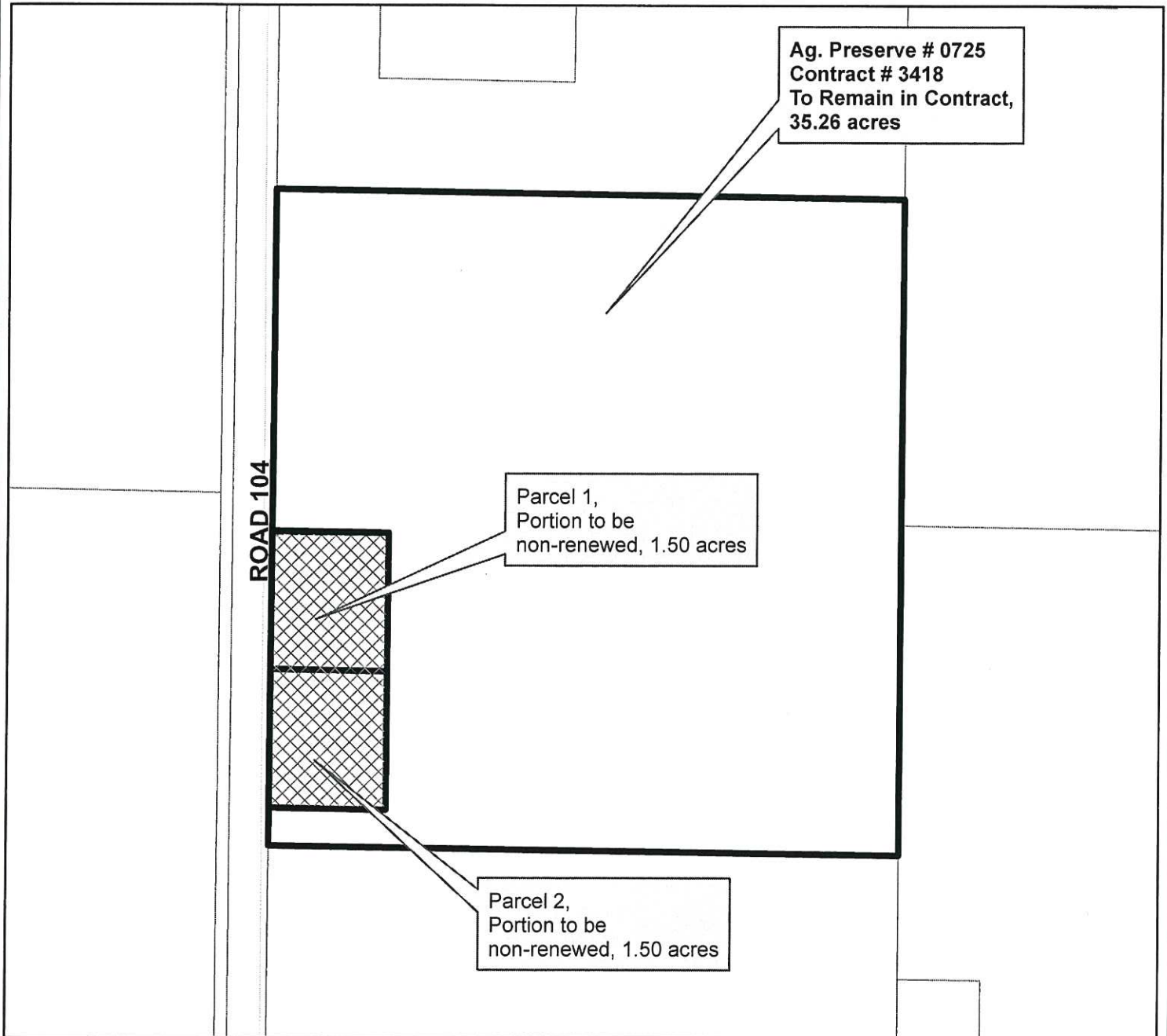
38 TOGETHER WITH an easement for well, pipeline and maintenance thereof over and  
39 across the West 10.00 feet of the East 89.00 feet of the South 81.00 feet of the South  
40 277.00 feet of the North 305.35 feet of the West 293.00 feet of the North half of the  
41 Southwest quarter of the Southwest quarter of said Section 14.  
42



# Exhibit "B"

## Land in Amended Contract # 3418

### Agricultural Preserve # 0725



**Owner:** Michael G. and Katherine George, and David Krause – President (Wonderful Citrus II, LLC)

**Address:** 40928 Road 104

**City, State, ZIP:** Dinuba, CA 93618

**Applicant:** Same as Above

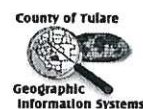
**Agent:** none

**Supervisorial District:** 4

**Assessors Parcel:** 021-220-042, -043 & -044



REF. No. PNR 09-002





## **Attachment No. 4**

### **Attachments for PNR 08-029 Agricultural Preserve No. 413 (Pitigliano, and Hope Almond Ranch, LLC)**

- Partial Non-Renewal Application
  - Exhibit A: Subject Parcel Legal Description
  - Exhibit B: Ag Preserve Map
- Amended Contract 3035A:
  - Exhibit A: Contract Land Legal Description
  - Exhibit B: Map of Land in Amended Contract

Case No. PNR 08-029

RECORDING REQUESTED BY and  
WHEN RECORDED RETURN TO:

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

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

SPACE ABOVE FOR RECORDER'S USE ONLY

**NOTICE OF PARTIAL NONRENEWAL OF LAND CONSERVATION CONTRACT**

[DIRECTIONS: Provide the information requested on Page 1, with all owners' signatures Notarized; include the legal description of the subject contracted parcel(s) under "Exhibit A" on Page 3; and attach a copy of the most recent Deed for the parcel(s). Return the completed application form and deed to the Tulare County Resource Management Agency (RMA), Permit Center, 5961 S. Mooney Blvd, Visalia, CA 93277, along with the current Filing Fee.]

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2009. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A".

I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 302-020-070-002 X(Portion)  
Acreage 1.0 Acre If applicable: Condition of Approval of Project No. PLA 07-063

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)

Cliff Hyder 23118 Ave 80 Terra Bella, Ca. 93270 Charles Pitigallo P.O. Box 9 Tipton, Ca. 559-752-4319  
559-535-4427  
Troy Hyder 23118 Ave 80 Terra Bella, Ca. 93270 Marcy Pitigallo P.O. Box 9 Tipton, Ca. 559-752-4319  
559-535-4427

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

Cliff Hyder Charles Pitigallo  
Troy Hyder Marcy Pitigallo

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

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

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

WITNESS my hand and official seal

Signature \_\_\_\_\_

RECEIVED SEP 04 2008  
Dyema

State of California  
County of Tulare

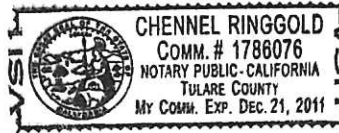
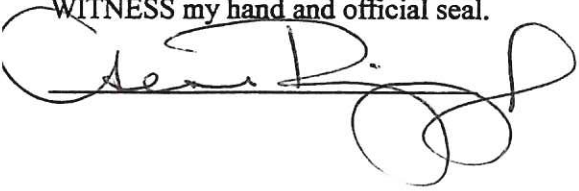
On June 1, 2008 before me, Chennel Ringgold

Personally appeared Clifford Hyder & Troy Hyder

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.



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Tulare

On September 2, 2008 before me, Fay Minyard, Notary Public

personally appeared Charles Pitigliano and Nancy Pitigliano



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

*[Handwritten Signature]*  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

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

**(Below For Official Use Only)**

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

**Agricultural Preserve No.** 0413

**Land Conservation Contract No.** 3035

Recorded on (Date) 12 December 1969 as Document No. 39798, Vol. 2870, Pages 811 - 815

Name(s) of Original/Contract Owner(s) May Gobel, Peter J. Gobel and Ann Mae Gobel and John Gobel, Jr.

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

Dated: \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors of the County of Tulare

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

STATE OF CALIFORNIA )  
COUNTY OF TULARE )

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

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

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

Signature: \_\_\_\_\_  
Deputy Clerk

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

DATE: \_\_\_\_\_

**“Exhibit A”**

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

That portion of the Northwest quarter of Section 11, Township 22 South, Range 26 East, Mount Diablo Meridian, County of Tulare, State of California, described as follows:

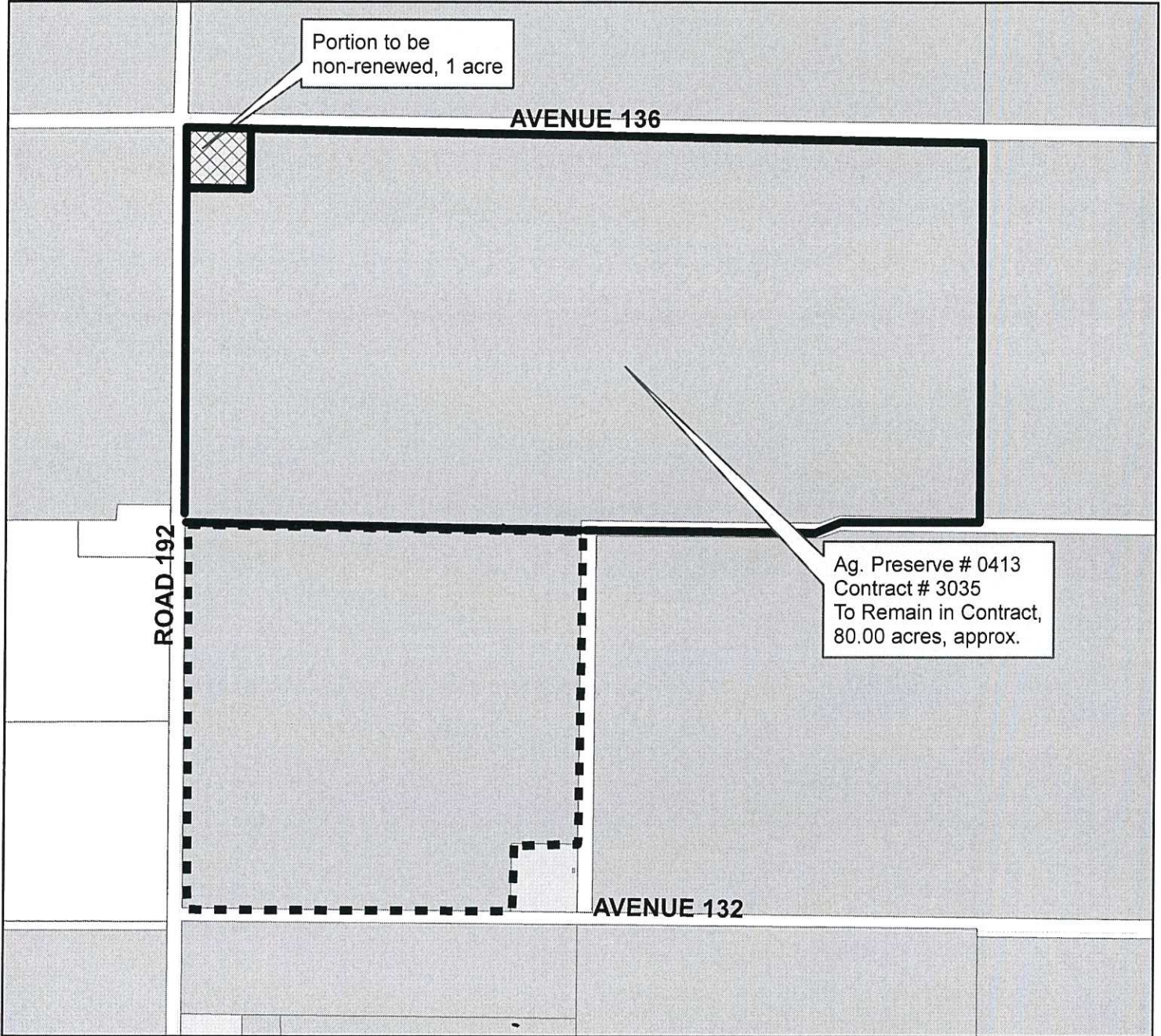
Beginning at the Northwest corner of said Section 11; thence South  $89^{\circ}27'11''$  East along the north line of said Section 11 a distance of 246.79 feet; thence leaving said north line South  $00^{\circ}11'34''$  East a distance of 231.00 feet; thence South  $89^{\circ}27'11''$  West parallel with the north line of said northwest quarter a distance of 246.02 feet to the west line of said Section 11; thence North along said west line a distance of 231.00 feet to the Point of Beginning.

EXCEPTING therefrom the west 35 feet thereof, as granted to the County of Tulare by Deed recorded March 18, 1950 in Book 1429 at Page 512 of Official Records.

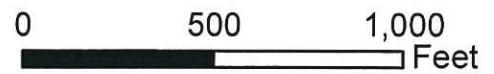


# Exhibit "B"

## Ag. Preserve Map Non Renewal For PNR 08-029



Owner: Charles B. & Nancy Pitigliano, and  
Hope Almond Ranch, LLC  
Address: 19227 Avenue 136  
City, State, ZIP: Porterville, CA 93257  
Applicant: Charles & Nancy Pitigliano, and  
Clifford & Troy Hyder.  
Agent: N/A  
Supervisory District: 5  
Assessors Parcel: 302-020-043 & -044



- 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. 0413  
12 RESOLUTION NO. 1969-1823

*Area for Recorder's Use Only*

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 3035  
17 RECORDED ON 12 DECEMBER 1969 AS DOCUMENT NO. 39798.  
18  
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 3035A, RESOLUTION NO. \_\_\_\_\_,  
22 is made and entered into as a result of a Partial Non-Renewal, Application No. PNR 08-  
23 029 for APN No. 302-020-043 and 302-020-044, as of this \_\_\_\_\_ day of  
24 \_\_\_\_\_, 2018, by and between Charles B. Pitigliano, Jr. and Nancy  
25 Pitigliano, and Alden Highstreet – Executive Member for Hope Almond Ranch, LLC,  
26 hereinafter referred to as the "Owner", and the COUNTY of TULARE, hereinafter  
27 referred to as the "County";

28 WITNESSETH  
29

30 WHEREAS, the Owner owns real property in the County of Tulare, State of  
31 California, under Land Conservation Contract No. 3035 hereinafter referred to as  
32 "Subject Property", which is described for A.P.N. No(s). 302-020-043 and 302-020-  
33 044 with legal descriptions as described in Exhibit A and site plan illustrated in Exhibit B.



1           WHEREAS this contract amendment applies only to the owners of the Subject  
2 Property: A.P.N. No(s). 302-020-043 and 302-020-044; with legal descriptions as  
3 described in Exhibit A and site plan illustrated in Exhibit B.

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

8           WHEREAS, the Owner has applied for a Partial Non-Renewal of said Land  
9 Conservation Contract Number 3035 in regards to all or a portion the Subject Property  
10 APN # 302-020-043 and 302-020-044 to satisfy the conditions set forth as a Condition of  
11 Approval of Project Number (if applicable) PLA 07-063 owner's application for a Lot  
12 Line Adjustment PLA 07-063.

13           WHEREAS, the County in consideration for granting the Partial Non-Renewal  
14 No. PNR 08-029, desires to amend Land Conservation Contract Number 3035 in regards  
15 to the land owned by Owner to include a provision which states that the original contract  
16 and that portion subject to the project, will continue to be in full force and effect, subject  
17 to the express condition that funds be annually appropriated by the State of California,  
18 and that annual payments continue to be made to the County by the State Controller,  
19 under the provisions of the Open Space Subvention Act (California Government Code  
20 section 16140, et. seq.), and that if said funds are not appropriated or dispersed the  
21 County may terminate the Contract in regards to the land owned by Owner and declare it  
22 null and void.

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

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 3035A 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. 3035A, regarding land owned by Owner, shall terminate with no continuing  
7 contractual rights of any kind; provided, however, that the owner may apply for a new  
8 Land Conservation Contract or Farmland Security Zone Contract as otherwise may be  
9 provided by law.

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

14 Name, mailing address, and phone number of each current owner of subject property:  
15 (please type or print)  
16

17 Charles B. Pitigliano, Jr. and Nancy Pitigliano, P.O. Box 9, Tipton, CA 93272.

18 Phone # 559-752-4319.

19 Alden Highstreet – Executive Member for Hope Almond Ranch, LLC, 15503 Avenue

20 240, Tulare, CA 93274, Phone # 559-799-1413.

21 \_\_\_\_\_

22 \* \* \*

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

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

4 OWNER(S)

5 Alden Highstreet  
6  
7 (Print Name)

[Signature]  
8  
9 (Signature)

10 executive member  
11 Hope Almond Ranch LLC  
12  
13  
14  
15  
16  
17  
18  
19

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

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

25  
26 On October 11, 2018 before me,

27  
28 Velma Quiroz a Notary Public

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

30  
31 Alden Highstreet  
32  
33

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

40 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
41 foregoing paragraph is true and correct.  
42

43 WITNESS my hand and official seal

44  
45 Signature Velma Quiroz  
46



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>Charles B. Pitigliano Jr.</u>	<u>[Signature]</u>
6	(Print Name)	(Signature)
7	<u>Nancy Pitigliano</u>	<u>[Signature]</u>
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		

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

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

25  
26 On September 13, 2018 before me,

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

30 Charles B. Pitigliano, Jr & Nancy Pitigliano  
31

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

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

40  
41 WITNESS my hand and official seal

42  
43 Signature [Signature]  
44



1 COUNTY OF TULARE

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

ATTEST: County Administrative Officer  
Clerk, Board of Supervisors

6  
7 BY: \_\_\_\_\_  
8 Deputy Clerk  
9

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

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

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

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

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

33 WITNESS my hand and official seal.

34  
35 \_\_\_\_\_  
36 Signature of Notary Public County and State  
37

38 Attachment  
39

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

6  
7  
8  
9  
10 **Portion to Remain Under Contract as Amended (Hope Almond Ranch LLC)**

11 The Northwest quarter of the Northwest quarter, the Northeast quarter of the Northwest  
12 quarter and the Southwest quarter of the Northwest quarter of Section 11, Township 22  
13 South, Range 26 East, Mount Diablo Meridian, County of Tulare, State of California.

14 **EXCEPTING** that portion of the Northwest quarter of Section 11, Township 22 South,  
15 Range 26 East, Mount Diablo Meridian, County of Tulare, State of California, described  
16 as follows:

17 **Beginning** at the Northwest corner of said Section 11; thence South 89°27'11" East along  
18 the North line of said Section 11 a distance of 246.79 feet; thence leaving said North line  
19 South 00°11'34" East a distance of 231.00 feet; thence South 89°27'11" West parallel  
20 with the North line of said Northwest quarter a distance of 246.02 feet to the West line of  
21 said Section 11; thence North along said West line a distance of 231.00 feet to the **Point**  
22 **of Beginning**.

23 **ALSO EXCEPTING** therefrom the West 35.00 feet thereof, as granted to the County of  
24 Tulare by Deed recorded March 18, 1950 in Book 1429 at Page 512 of Official Records.

25 **ALSO EXCEPTING** the east 220.00 feet of the South 228.00 feet of the Southwest  
26 quarter of the Northwest quarter of said Section 11.

27  
28 **Portion to be Non-Renewed (Pitigliano)**

29  
30 That portion of the Northwest quarter of Section 11, Township 22 South, Range 26 East,  
31 Mount Diablo Meridian, County of Tulare, State of California, described as follows:

32  
33 **Beginning** at the Northwest corner of said Section 11; thence South 89°27'11" East along  
34 the North line of said Section 11 a distance of 246.79 feet; thence leaving said North line  
35 South 00°11'34" East a distance of 231.00 feet; thence South 89°27'11" West parallel  
36 with the North line of said Northwest quarter a distance of 246.02 feet to the West line of  
37 said Section 11; thence North along said West line a distance of 231.00 feet to the **Point**  
38 **of Beginning**.

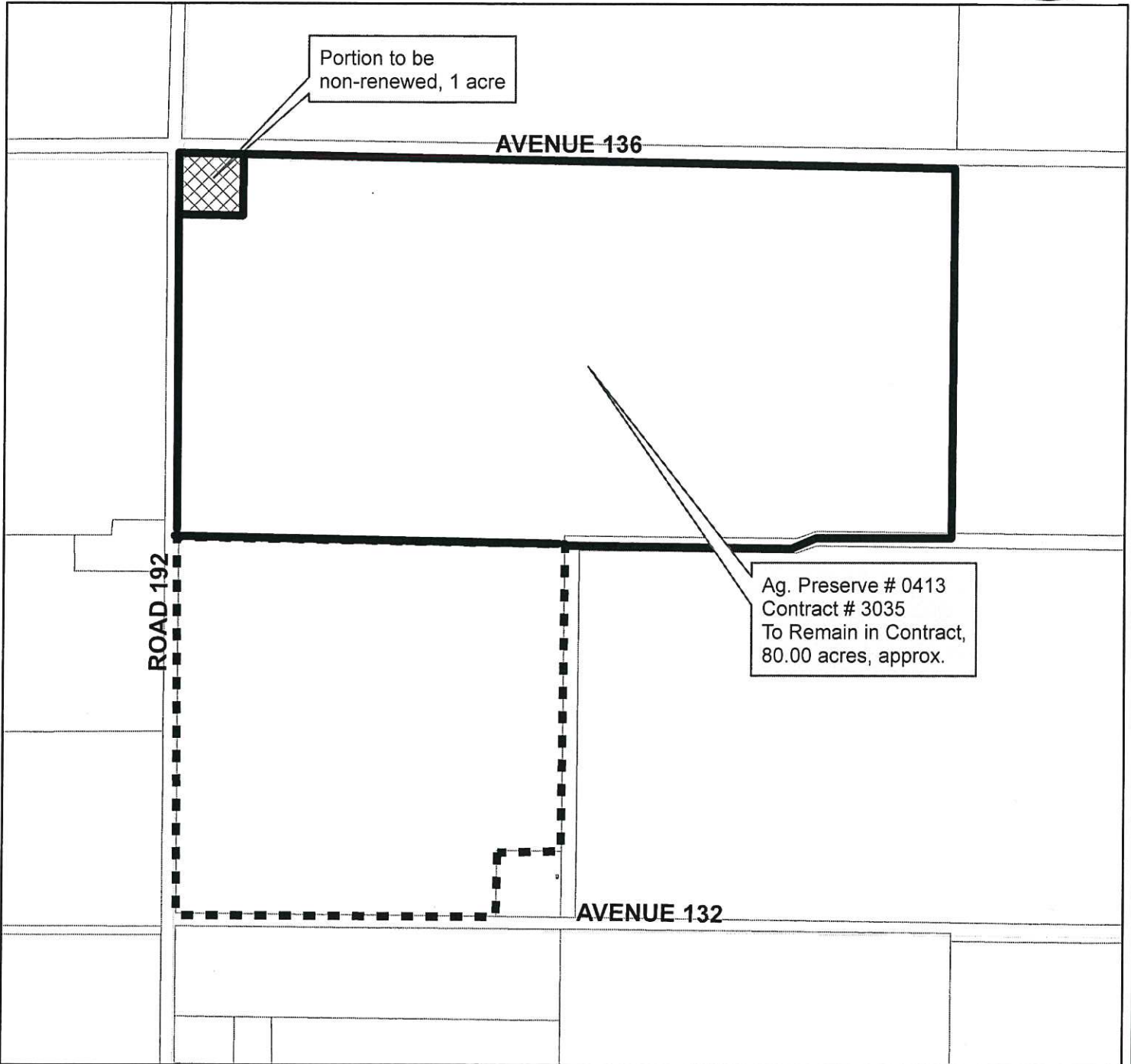
39  
40 **EXCEPTING** therefrom the West 35.00 feet thereof, as granted to the County of Tulare  
41 by Deed recorded March 18, 1950 in Book 1429 at Page 512 of Official Records.



# Exhibit "B"

## Land in Amended Contract # 3035

### Agricultural Preserve # 0413



Owner: Charles B. & Nancy Pitigliano, and  
 Hope Almond Ranch, LLC  
 Address: 19227 Avenue 136  
 City, State, ZIP: Porterville, CA 93257  
 Applicant: Charles & Nancy Pitigliano, and  
 Clifford & Troy Hyder.  
 Agent: N/A  
 Supervisorial District: 5  
 Assessors Parcel: 302-020-043 & -044



REF; PNR 08-029

