



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: January 8, 2019

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"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010		

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

REQUEST(S):

That the Board of Supervisors:

1. Authorize the filing of one Notice of Partial Non-Renewal for the following Land Conservation Contract, as provided in the Williamson Act. The request fulfills a condition resulting from one tentative parcel map:

WAN 18-013 – Williamson Act Contract No. 4529, Ag Preserve No. 1817, on the east side of Road 180, approximately 0.5 miles north of State Route 137, four miles west of Lindsay (APN 197-050-003) (Edward and Edna Brower Revocable Living Trust) (3.27 acres to be non-renewed as a condition of PPM 18-025.) (78.4 acres subject to contract amendment.)

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

PLA 18-020 – Williamson Act Contract No. 5088, Ag Preserve No. 1699, located on the east side of Road 160 (State Route 216), south of Avenue 320, one-mile south of Ivanhoe (APNs 108-090-020, -046 and -054), (James C. Hamilton) (52.69± acres subject to contract amendment)

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

DATE: January 8, 2019

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

SUMMARY:

One (1) Notice of Partial Non-Renewal of a Williamson Act Contract and Contract Amendment to a Land Conservation Contract and one (1) additional Amendment to Land Conservation Contracts have been received pursuant to Government Code Section 51245 (Williamson Act). The partial notice of non-renewal and the additional contract amendment were filed to meet conditions of approval for one (1) tentative parcel map and one lot line adjustment. The notice will affect a total of 3.27 acres. Two (2) Land Conservation Contracts will be amended and will affect a total of 131.09± acres.

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

The above-listed Partial Non-Renewal was submitted after July 22, 2008 and is subject to the requirement for an amended contract.

FISCAL IMPACT/FINANCING:

In 2011 approval of Senate Bill 80 (Chapter 11, Statutes of 2011) eliminated all state subvention payments to eligible counties and cities. Therefore, the current impact to the General Fund will be a decrease of \$0 in annual State subvention revenue from the removal of 3.27 acres of Williamson Act contracted lands. However, increased property taxes on contracts in non-renewals will increase revenue to the County.

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

With the passage of AB 1265 in 2011, if counties receive less than one-half of their

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

DATE: January 8, 2019


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

In addition, the County is authorized to recapture 10% of the participating landowners' property tax savings (Government Code Section 51244). The applicant pays the filing fees to process the partial non-renewal applications. The application for WAN 18-013 had a flat filing fee of \$493. Applicants for Land Conservation Contract Amendments without Partial Non-Renewals are not currently charged a filing fee. There is currently no applicant fee for staff time involved in preparing amended Williamson Act contracts.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

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


ADMINISTRATIVE SIGN-OFF:

FOR 

Aaron Bock
Interim Assistant Director
Economic Development & Planning



Michael Washam
Associate Director



Reed Schenke, P.E.
Director

cc: County Administrative Office

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

1. WAN 18-013 – (Edward Brower and John Brower)
2. PLA 18-020 – (James C. Hamilton)

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

IN THE MATTER OF A PARTIAL NON-RENEWAL OF AN AGRICULTURAL PRESERVE CONTRACT 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 one Notice of Partial Non-Renewal for the following Land Conservation Contract, as provided in the Williamson Act. The request fulfills a condition resulting from one tentative parcel map:
WAN 18-013 – Williamson Act Contract No. 4529, Ag Preserve No. 1817, on the east side of Road 180, approximately 0.5 miles north of State Route 137, four miles west of Lindsay (APN 197-050-003) (Edward and Edna Brower Revocable Living Trust) (3.27 acres to be non-renewed as a condition of PPM 18-025) (78.4 acres subject to contract amendment)
2. Approved the execution of an amendment to the Land Conservation Contract, as a condition of approval for the aforementioned Partial Non-Renewal.
3. Approved the execution of an amendment to one (1) Land Conservation Contract as required by a condition of approval for the following project:
PLA 18-020 – Williamson Act Contract No. 5088, Ag Preserve No. 1699, located on the east side of Road 160 (State Route 216), south of Avenue 320, one-mile south of Ivanhoe (APNs 108-090-020, -046 and -054), (James C. Hamilton) (52.69± acres subject to contract amendment)
4. Authorized the Chairman to sign the amendments to the Williamson Act Contracts.

Attachment 1

Exhibits for WAN 18-013 (Brower)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 4529A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 18-013

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, 2020. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A" and illustrated as "Exhibit B." I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s) 197-050-003 (Portion)

Acreeage Size 3.27 if applicable: Condition of Approval of Planning Project No. PPM 18-025

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)

Edward and Edna Brower Revocable Living Trust of June 22, 1982

68 Molenstraat, Visalia, Ca 93274

Co-Trustees Edward Brower & John Harold Brower

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

Edward Brower, Trustee
Edward Brower

John Brower, Trustee
John Brower

"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 September 29, 2018 before me,

Charlene Benoy a Notary Public

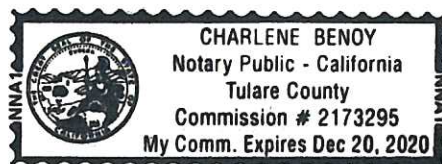
in and for said County and State, personally appeared (printed names) :

Edward Brower and John Brower

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 Charlene Benoy
Attachments: Exhibit A: Legal Description, Exhibit B: Map



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

(Below For Official Use Only)

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

Agricultural Preserve No. 1817

Land Conservation Contract No. 4529

Recorded on (Date) February 11, 1971 as Document No. 1971-0659

Name(s) of Original/Contract Owner(s) Garden Grove, Inc.

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

PROPOSED PARCEL DESCRIPTION

PARCEL A

That portion of the West 80 acres of the North half of Section 4, Township 20 South, Range 26 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, described as follows:

Beginning at the West quarter corner of said Section 4;

Thence North 00°00'00" East, along the West line of said Section 4, a distance of 478.07 feet;

Thence South 89°01'05" East, along an existing corral fence and it's westerly and easterly prolongations, 302.04 feet, to an existing corral fence;

Thence South 00°59'14" West, along said corral fence and it's southerly prolongation, 478.00 feet to the South line of said North half of Section 4;

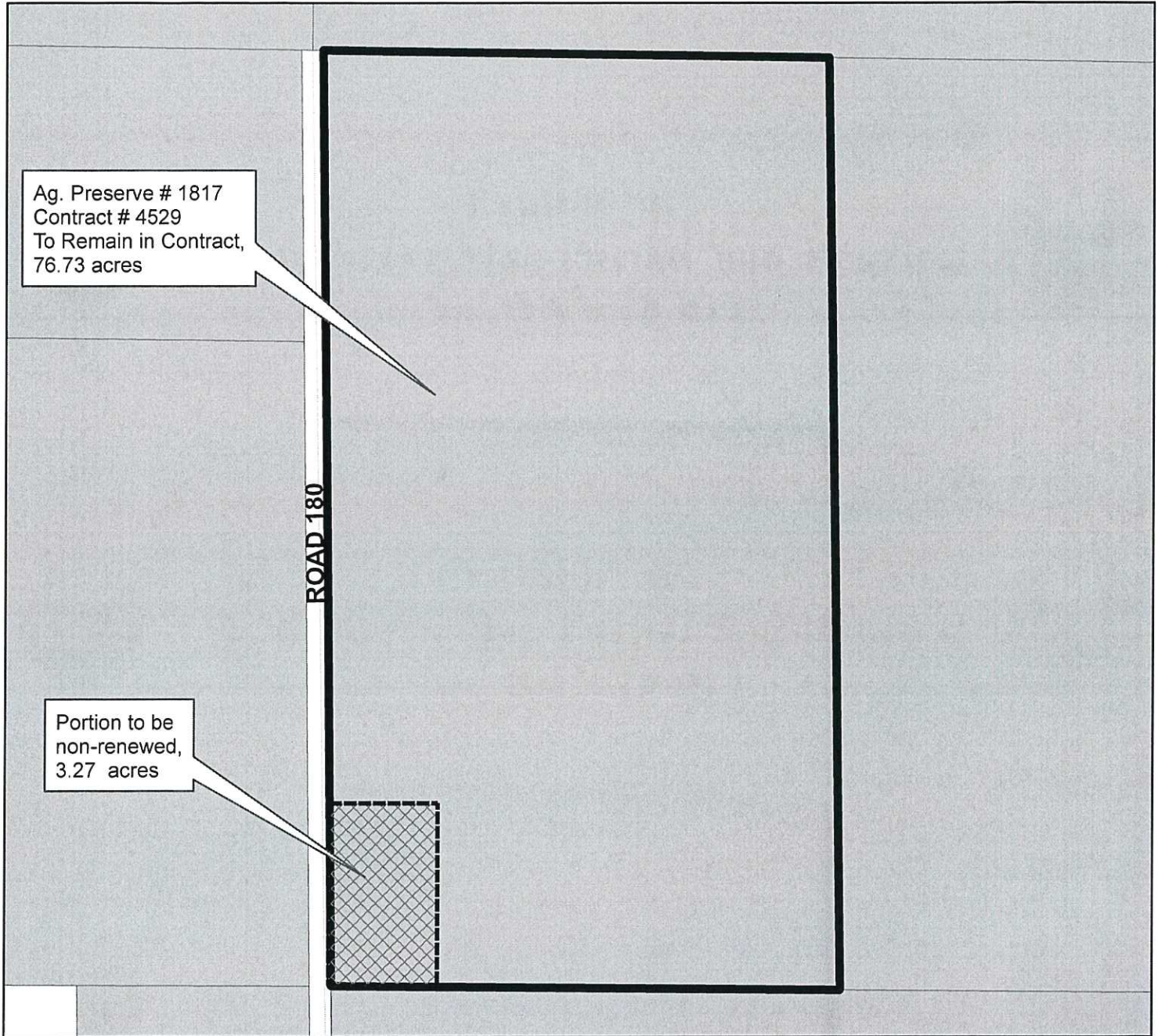
Thence North 89°01'05" West, along said South line, 293.80 feet, to the Point of Beginning.

(Consisting of 3.27 acres more or less)



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal No. WAN 18-013



Owner: Edward Brower and John Harold Brower,
Co-Trustees of the Edward and Edna
Brower Revocable Living Trust of June 22, 1982

Address: 68 Molenstraat
City, State, ZIP: Visalia CA 93274

Applicant: Edward Brower
Agent: 4 Creeks, Inc.
Supervisory District: 1
Assessors Parcel: 197-050-003



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



1 RECORDING REQUESTED BY and
2 WHEN RECORDED RETURN TO:

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

10
11 AG PRESERVE NO. 1817
12 RESOLUTION NO. 71-659

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 4529
17 RECORDED ON Feb. 11, 1971 AS DOCUMENT NO. 1971-5548
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 4529A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Tentative Parcel Map PPM 18-025 Application
23 for APN No(s). 197-050-030, as of this _____ day of _____,
24 2018, by and between Edward Brower and John Harold Brower, Co-Trustees of the
25 Edward Brower and Edna Brower Revocable Living Trust of June 22, 1982. hereinafter
26 referred to as the "Owner", and the COUNTY of TULARE, hereinafter referred to as the
27 "County";

28
29 WITNESSETH

30
31 WHEREAS, the Owner owns real property in the County of Tulare, State of
32 California, under Land Conservation Contract No. 4529 hereinafter referred to as
33 "Subject Property", which is described for A.P.N. No(s). 197-050-030 with legal
34 description as described in Exhibit A and illustrated in Exhibit B.

1 WHEREAS this contract amendment applies only to the owners of the Subject
2 Property: A.P.N. No(s). 197-050-030;

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

7 WHEREAS, the Owner has applied for Tentative Parcel Map that affects said Land
8 Conservation Contract Number 4529, in regards to all or a portion of the Subject Property
9 (APN 197-050-030). A Contract Amendment is needed to satisfy a Condition of Approval
10 of Project Number (if applicable) PPM 18-025, owner's application for a Tentative Parcel
11 Map.

12 WHEREAS, the County in consideration for granting the Tentative Parcel Map ,
13 desires to amend Land Conservation Contract Number 4529 in regards to the land
14 owned by Owner to include a provision which states that the original contract and that
15 portion subject to the project, will continue to be in full force and effect, subject to the
16 express condition that funds be annually appropriated by the State of California, and that
17 annual payments continue to be made to the County by the State Controller, under the
18 provisions of the Open Space Subvention Act (California Government Code section
19 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
20 terminate the Contract in regards to the land owned by Owner and declare it null and
21 void.

22 WHEREAS, this amendment does not change any of the terms and conditions of
23 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 4529 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. 4529A, regarding land owned by Owner, shall terminate with no
7 continuing contractual rights of any kind; provided, however, that the owner may apply
8 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
9 may be provided by law.

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

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

16
17 Edward Brower, Co-Trustee of the Edward Brower and Edna Brower Revocable Living
18 Trust of June 22, 1982, 68 Molenstraat, Visalia CA 93277, 559-732-5249

19 John Harold Brower, Co-Trustee of the Edward Brower and Edna Brower Revocable
20 Living Trust of June 22, 1982, 68 Molenstraat, Visalia CA 93277, 559-732-5249

21 _____

22
23 * * *

24
25 **By execution hereof, the undersigned parties declare under penalty of perjury that**
26 **he/she/they constitute and are all of the fee title owners of the Subject Property**
27 **described herein, and are, or are the successors-in-interest of, the owners of such**
28 **property who entered into the Land Conservation Contract.**
29

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 Edward Brower, Co-Trustee
7 (Print Name)

Edward Brower

(Signature)

8
9 John Harold Brower, Co-Trustee
10
11
12
13

John Harold B.

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 **ACKNOWLEDGMENT**

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

22
23 On October 17, 2018 before me,

24
25 Velma Quiroz a Notary Public

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

27
28 Edward Brower John Harold Brower
29

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

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

38 WITNESS my hand and official seal

39
40 Signature Velma Quiroz
41



1 **COUNTY OF TULARE**

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 **BY:** _____
8 **Deputy Clerk**

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

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

17 **ACKNOWLEDGMENT**

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

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

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

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

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

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

40 Attachment

EXHIBIT A

PROPOSED PARCEL DESCRIPTION

PARCEL A

That portion of the West 80 acres of the North half of Section 4, Township 20 South, Range 26 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, described as follows:

Beginning at the West quarter corner of said Section 4;
Thence North 00°00'00" East, along the West line of said Section 4, a distance of 478.07 feet;
Thence South 89°01'05" East, along an existing corral fence and it's westerly and easterly prolongations, 302.04 feet, to an existing corral fence;
Thence South 00°59'14" West, along said corral fence and it's southerly prolongation, 478.00 feet to the South line of said North half of Section 4;
Thence North 89°01'05" West, along said South line, 293.80 feet, to the Point of Beginning.

(Consisting of 3.27 acres more or less)

PARCEL B

The West 80 acres of the North half of Section 4, Township 20 South, Range 26 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, EXCEPTING THEREFROM that portion described as follows:

Beginning at the West quarter corner of said Section 4;
Thence North 00°00'00" East, along the West line of said Section 4, a distance of 478.07 feet;
Thence South 89°01'05" East, along an existing corral fence and it's westerly and easterly prolongations, 302.04 feet, to an existing corral fence;
Thence South 00°59'14" West, along said corral fence and it's southerly prolongation, 478.00 feet to the South line of said North half of Section 4;
Thence North 89°01'05" West, along said South line, 293.80 feet, to the Point of Beginning.

(Consisting of 76.73 acres more or less)

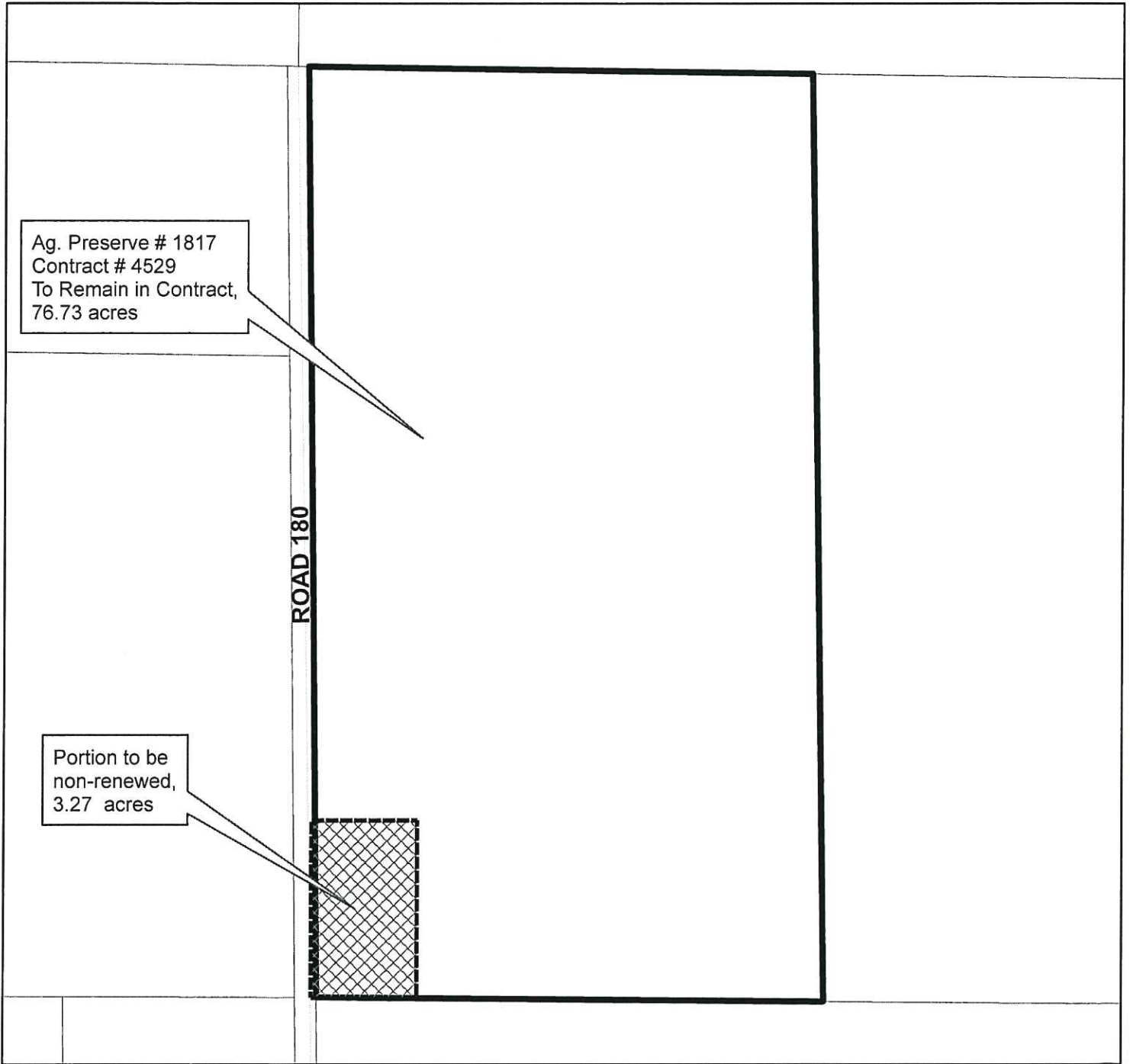




Exhibit "B"

Land in Amended Contract # 4529

Agricultural Preserve # 1817



Ag. Preserve # 1817
 Contract # 4529
 To Remain in Contract,
 76.73 acres

Portion to be
 non-renewed,
 3.27 acres

ROAD 180

Owner: Edward Brower and John Harold Brower,
 Co-Trustees of the Edward and Edna
 Brower Revocable Living Trust of June 22, 1982

Address: 68 Molenstraat
 City, State, ZIP: Visalia CA 93274

Applicant: Edward Brower
 Agent: 4 Creeks, Inc.
 Supervisorial District: 1
 Assessor's Parcel: 197-050-003



Attachment 2

Exhibits for PLA 18-020 (Hamilton)

- Amended Contract 5088A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

1 RECORDING REQUESTED BY and
2 WHEN RECORDED RETURN TO:

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

10
11 AG PRESERVE NO. 1699

12 RESOLUTION NO. 70-3229

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO

16 LAND CONSERVATION CONTRACT NO. 5088
17 RECORDED ON Feb. 22, 1971 AS DOCUMENT NO. 1971-7743
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY

21 REFERRED TO AS AGREEMENT NO. 5088A, RESOLUTION NO. _____,

22 is made and entered into as a result of a Lot Line Adjustment PLA 18-020 Application

23 for APN No(s). 108-090-020, -046 & -054, as of this _____ day of

24 _____, 20____, by and between James C. Hamilton, as Trustee

25 of the James C. Hamilton Revocable Trust of February 14, 2006, 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. 5088 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 108-090-020, -046 & -054, with
32 legal description as described in Exhibit A and illustrated in Exhibit B.

33 WHEREAS this contract amendment applies only to the owners of the Subject
34 Property: A.P.N. No(s). 108-090-020, -046 & -054;

35 WHEREAS, the original Land Conservation Contract was entered into pursuant

1 to the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an
2 enforceable restriction under the provisions of Section 421 et seq. of the State Revenue
3 and Taxation Code;

4 WHEREAS, the Owner has applied for Lot Line Adjustment that affects said Land
5 Conservation Contract Number 5088, in regards to all or a portion of the Subject Property
6 (APNs 108-090-020, -046 & -054). A Contract Amendment is needed to satisfy a
7 Condition of Approval of Project Number PLA 18-020, owner's application for a Lot Line
8 Adjustment.

9 WHEREAS, the County in consideration for granting the Lot Line Adjustment,
10 desires to amend Land Conservation Contract Number 5088 in regards to the land
11 owned by Owner to include a provision which states that the original contract and that
12 portion subject to the project, will continue to be in full force and effect, subject to the
13 express condition that funds be annually appropriated by the State of California, and that
14 annual payments continue to be made to the County by the State Controller, under the
15 provisions of the Open Space Subvention Act (California Government Code section
16 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
17 terminate the Contract in regards to the land owned by Owner and declare it null and
18 void.

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

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 5088 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. 5088A, regarding land owned by Owner, shall terminate with no
7 continuing contractual rights of any kind; provided, however, that the owner may apply
8 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
9 may be provided by law.

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

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

16
17 James C. Hamilton, 31807 Road 160, Visalia CA 93292 (559-804-1677)

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 James C. Hamilton, Trustee

James C Hamilton

6
7
8
9
10 (Print Name)

(Signature)

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

15
16 **ACKNOWLEDGMENT**

17
18 STATE OF CALIFORNIA

19 COUNTY OF Tulare } s. s.

20
21 On October 10, 2018 before me, DEBRA A. THEIS
22 a Notary Public in and for said County and State, personally appeared (printed names):

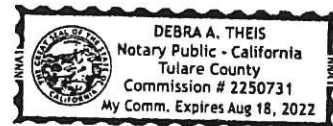
23 James C. Hamilton

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

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

33
34 WITNESS my hand and official seal

35
36 Signature Debra A. Theis



1 **COUNTY OF TULARE**

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 **BY:** _____
8 **Deputy Clerk**

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

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

17 **ACKNOWLEDGMENT**

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

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

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

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

34
35 **WITNESS my hand and official seal.**

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

EXHIBIT NO. A

Hamilton, James - Adjusted Parcels

PARCEL 1

That portion of the Northwest quarter of Section 13, Township 18 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, described as follows:

Beginning at the Northeast corner of Parcel 2 of Parcel Map 4887 as per map recorded in Volume 49 of Parcel Maps at Page 92 in the Office of the Tulare County Recorder, this being on the west right of way of State Highway 216 also being County Road 160; thence South $02^{\circ}33'42''$ West along said west right of way and east line of said Parcel 2 a distance of 349.52 feet; thence leaving said west right of way but continuing along the boundary of said Parcel 2 the following courses, North $87^{\circ}26'04''$ West a distance of 260.65 feet; thence South $02^{\circ}33'42''$ West a distance of 249.00 feet; thence North $87^{\circ}26'04''$ West a distance of 575.74 feet; thence North $02^{\circ}33'42''$ East along the west line of said Parcel 2 and northerly extension thereof a distance of 668.78 feet; thence South $87^{\circ}26'04''$ East parallel with the north line of said Parcel 2 a distance of 836.39 feet to the west right of way of said State Highway 216 and Road 160; thence South $02^{\circ}33'42''$ West along said west right of way a distance of 70.26 feet to the Point of Beginning.

PARCEL 2

That portion of the Northwest quarter of Section 13, Township 18 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, described as follows:

Commencing at the Northeast corner of Parcel 2 of Parcel Map 4887 as per map recorded in Volume 49 of Parcel Maps at Page 92 in the Office of the Tulare County Recorder, this being on the west right of way of State Highway 216 also being County Road 160; thence North $02^{\circ}33'42''$ East along said west right of way a distance of 70.26 feet to the True Point of Beginning; thence leaving said right of way North $87^{\circ}26'04''$ West parallel with the north line of said Parcel 2 a distance of 836.39 feet to a point on the northerly projection on of the west line of said Parcel 2 thence North $02^{\circ}33'42''$ East along said northerly projection a distance of 660.39 feet to the southwesterly line of Government Lot 8 per Parcel Map No. 2724 recorded in Book 28 of Parcel Maps at Page 25 TCR; thence South $64^{\circ}13'28''$ East along said southwesterly line a distance of 605.66 feet to the northwest corner of that certain parcel conveyed to Marcos Medina and Anna Bueno Medina, husband and wife and Rigoberto Medina Jr. , a married man as his sole and separate property by deed recorded 31 Dec 2015, Doc No. 2015-0077173, TCR; thence South $03^{\circ}30'38''$ West a distance of 188.25 to the southwest corner of said Medina parcel; thence South $87^{\circ}26'04''$ East along the south line of said Medina parcel a distance of 282.88 feet to the west right of way of said State Highway 216 and Road 160; thence South $02^{\circ}33'42''$ West along said right of way a distance of 233.47 feet to the True Point of Beginning.

Hamilton, James - Adjusted Parcels continued

PARCEL 3

That portion of North half of the Northwest quarter of Section 13, Township 18 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, described as follows:

Beginning at a point 4.41 chains(291.06 feet) East of the northwest corner of said Section 13; thence running South 14 chains (924.00 feet) to the northwest corner of Parcel 3 of Parcel Map 4887 as per map recorded in Volume 49 of Parcel Maps at Page 92 in the Office of the Tulare County Recorder ; thence East 35.59 chains(2348.94 feet) to the east line of said Northwest quarter; thence North to the swamp and overflow meander line; thence Northwesterly along said meander line to the North line of the northwest quarter of said Section 13; thence West to the place of beginning.

EXCEPTING therefrom that portion of North half of the Northwest quarter of Section 13, Township 18 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, described as follows:

Beginning at the northeast corner of Parcel 2 of Parcel Map 4887 as per map recorded in Volume 49 of Parcel Maps at Page 92 in the Office of the Tulare County Recorder; thence North $87^{\circ}26'04''$ West along the north line of said Parcel 2 a distance of 836.39 feet; thence North $02^{\circ}33'42''$ East a distance of 730.65 feet to the swamp and overflow line also being the southwesterly line of Government Lot 8; thence South $64^{\circ}13'28''$ East along said line 1005.25 feet to the east line of the northwest quarter of said Section 13; thence South $02^{\circ}33'42''$ West along said east line a distance of 357.17 feet to the Point of Beginning.

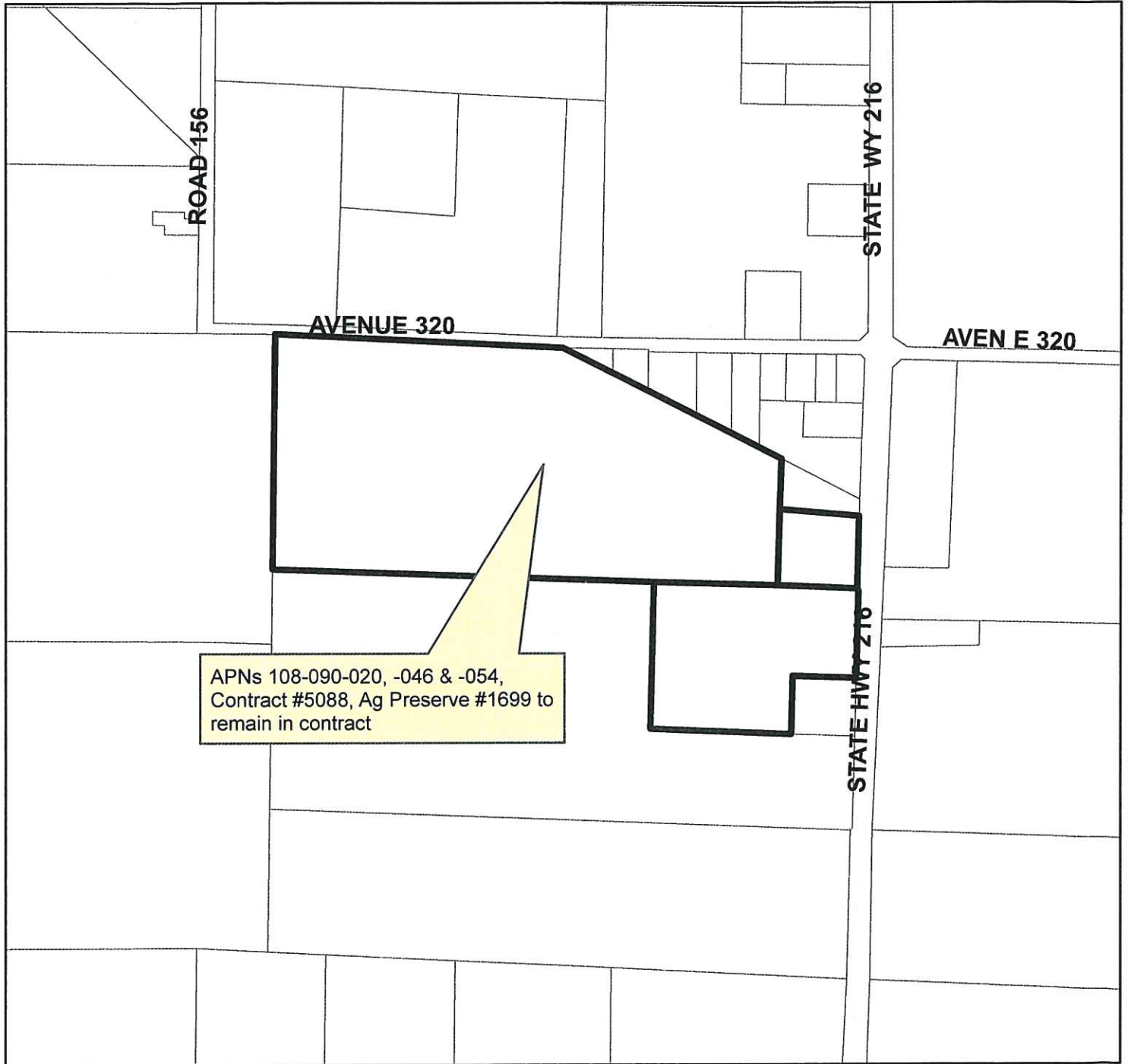
ALSO EXCEPTING rights of way for roads conveyed or reserved.

ALSO EXCEPTING that portion thereof conveyed to the State of California by Deed recorded October 31, 1962, in Book 2373, Page 178 of Official Records of Tulare County.

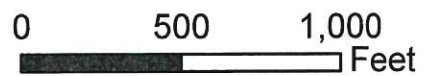


Exhibit "B"

Land in Amended Contract # 5088



APNs 108-090-020, -046 & -054,
Contract #5088, Ag Preserve #1699 to
remain in contract



Owner: James C. Hamilton
 Address: 31807 Road 160
 City, State, ZIP: Visalia CA 93292
 Applicant: James C. Hamilton
 Agent: Forester, Weber & Associates, LLC
 Supervisorial District: 4
 Assessors Parcel: 108-090-020, -046 & -054

