



**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: February 26, 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-Renewals of Agricultural Preserve Contracts and Land Conservation Contract Amendments

REQUEST(S):

That the Board of Supervisors:

1. Authorize the filing of two (2) Notices of Partial Non-Renewal for the following Land Conservation Contracts, as provided in the Williamson Act. The requests fulfill conditions resulting from two (2) tentative parcel maps:

WAN 18-006 – Williamson Act Contract No. 7987, Ag Preserve No. 2641, on the west side of Road 140, south of Avenue 104, near Pixley (APN 300-260-001) (Mike Dollinger) (2.76 acres to be non-renewed as a condition of PPM 18-014.) (158.79 acres subject to contract amendment.)

WAN 18-017 – Williamson Act Contract No. 4461, Ag Preserve No. 1286, on the northwest corner of Road 168 and Avenue 416, near Orosi (APN 035-032-005) (Trinidad Pena) (2.91 acres to be non-renewed as a condition of PPM 18-028.) (20.21 acres subject to contract amendment.)

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

SUMMARY:

Two (2) Notices of Partial Non-Renewal of a Williamson Act Contract and Contract

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

DATE: February 26, 2019

Amendments to Land Conservation Contracts have been received pursuant to Government Code Section 51245 (Williamson Act). The partial notices of non-renewal were filed to meet conditions of approval for two (2) tentative parcel maps. The notice will affect a total of 5.67 acres. Two (2) Land Conservation Contracts will be amended and will affect a total of 179.00± acres.

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

The above-listed Partial Non-Renewals were submitted after July 22, 2008 and are subject to the 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 5.67 acres of Williamson Act contracted lands. However, increased property taxes on contracts in non-renewals will increase revenue to the County.

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

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

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

DATE: February 26, 2019

In addition, the County is authorized to recapture 10% of the participating landowners' property tax savings (Government Code Section 51244). The applicant pays the filing fees to process the partial non-renewal applications. The applications for WAN 18-006 and WAN 18-017 had flat filing fees of \$493 each, for a total \$986. 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:



Aaron Bock
Interim Assistant Director
Economic Development & Planning



Reed Schenke, P.E.
Director

cc: County Administrative Office

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

1. WAN 18-006 (Michael G. and Sharon Dollinger)
2. WAN 18-017 (Trinidad Pena)

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

IN THE MATTER OF PARTIAL NON-RENEWALS 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 two (2) Notice of Partial Non-Renewals for the following Land Conservation Contracts, as provided in the Williamson Act. The request fulfills conditions resulting from two (2) tentative parcel maps:
 - WAN 18-006** – Williamson Act Contract No. 7987, Ag Preserve No. 2641, on the west side of Road 140, south of Avenue 104, near Pixley (APN 300-260-001) (Mike Dollinger) (2.76 acres to be non-renewed as a condition of PPM 18-014.) (158.79 acres subject to contract amendment.)
 - WAN 18-017** – Williamson Act Contract No. 4461, Ag Preserve No. 1286, on the northwest corner of Road 168 and Avenue 416, near Orosi (APN 035-032-005) (Trinidad Pena) (2.91 acres to be non-renewed as a condition of PPM 18-028.) (20.21 acres subject to contract amendment.)
2. Approved the execution of amendments to Land Conservation Contracts, as conditions of approval for the aforementioned Partial Non-Renewals.
3. Authorized the Chairman to sign the amendments to the Williamson Act Contracts.

Attachment “1”

WAN 18-006 (Michael G. and Sharon Dollinger)

WAN 18-006
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

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

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL 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) 134-030-040 (Portion)

Acreege Size 2.76 if applicable: Condition of Approval of Planning Project No. PPM 18014

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 G. Dollinger

Sharon Dollinger

5023 Lakewood Drive, Visalia, CA

5023 Lakewood Dr, Visalia, Ca

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

Michael G Dollinger

Sharon Dollinger

"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 June 13, 2018 before me,

Nina J. Thiessen a Notary Public

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

Michael G Dollinger

Sharon Dollinger

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 Nina J. Thiessen

Attachments: Exhibit A: Legal Description, Exhibit B: Map -6-



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. 02641

Land Conservation Contract No. 07987

Recorded on (Date) December 15, 1972 as Document No. 1972-0050442

Name(s) of Original/Contract Owner(s) David & Eunice Goertz

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

PORTION TO BE NON-RENEWED SHOWN AS PARCEL 1 OF PPM 18-014

The South 435.00 feet of the East 278.00 feet of the Northwest quarter of Section 34, Township 22 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California.

Excepting therefrom one-half of all oil, gas, mineral, petroleum and any other hydrocarbon substances in and under said land, as reserved by Anna R. Rabe, a widow, and Anne Harley Avila, a married woman, in Deed dated January 2, 1946, recorded February 9, 1946 in Book 1171, page 403 of Official Records.

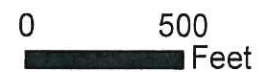
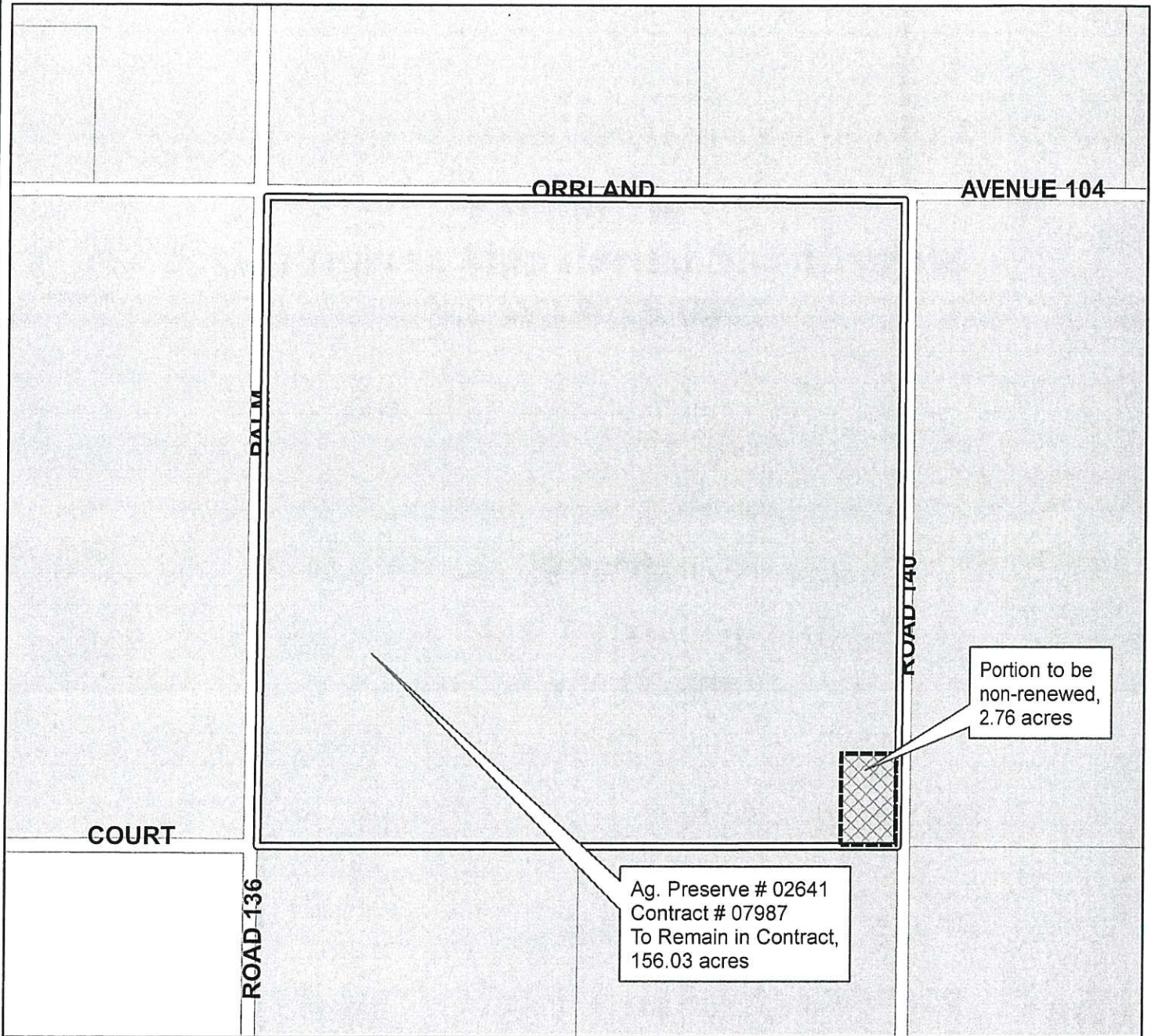
Also excepting and reserving unto Joshua H. Davidian and Virginia L. Davidian, husband and wife, as Joint Tenants, an undivided one-fourth of all oil, gas, mineral, petroleum and any other hydrocarbon substances in and under said land, by Deed dated January 7th, 1955, recorded February 1, 1955 in Book 1807, page 597 of Official Records.

Subject to an easement for irrigation and pipeline purposes over and across the West 10.00 feet of the East 35.00 feet thereof.



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal No. WAN 18-006



Owner: Mike Dollinger
 Address: 10021 Road 140
 City, State, ZIP: Pixley, CA 93256
 Applicant: Mike Dollinger
 Agent: Neil Zerlang – Land Surveyor, Inc.
 Supervisorial District: 2
 Assessors Parcel: 300-260-001

- 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. 2641
12 RESOLUTION NO. 72-2572

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 07987
17 RECORDED ON December 15, 1972 AS DOCUMENT NO. 1972-0050442
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 07987A, RESOLUTION
22 NO. _____, is made and entered into as a result of a Partial Non-Renewal
23 WAN 18-006 Application for APN No(s). 300-260-001, as of this _____ day of
24 _____, 20____, by and between Michael G. & Sharon
25 Dollinger, 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. 07987 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 300-260-001 with legal
32 description as described in Exhibit A and illustrated in Exhibit B.

33 WHEREAS this contract amendment applies only to the owners of the Subject
34 Property: A.P.N. No(s). 300-260-001;

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 07987 in regards to all or a portion of the Subject
7 Property APN(s) 300-260-001 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) PPM 18-014 owner's application for a
9 Tentative Parcel Map.

10 WHEREAS, the County, in consideration for granting the Tentative Parcel Map
11 and Partial Non-Renewal, desires to amend Land Conservation Contract Number 07987,
12 in regards to the land owned by Owner to include a provision which states that the
13 original contract and that portion subject to the project, will continue to be in full force
14 and effect, subject to the express condition that funds be annually appropriated by the
15 State of California, and that annual payments continue to be made to the County by the
16 State 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.

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 07987 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. 07987A, 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 Michael G Dollinger, 5023 Lakewood Drive, Visalia, CA 93291 (559-358-0827)

18 Sharon Dollinger, 5023 Lakewood Drive, Visalia, CA 93291 (559-358-0827)

19 _____
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
6 Michael G. Dollinger
7 (Print Name)

Michael G. Dollinger
(Signature)

8
9 Sharon Dollinger

Sharon Dollinger
(Signature)

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

18 **ACKNOWLEDGMENT**

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

22
23 On June 13, 2018 before me,

24
25 Aline J. Thiessen a Notary Public
26 in and for said County and State, personally appeared (printed names) :

27
28 Michael G. Dollinger Sharon Dollinger
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 Aline J. Thiessen
41



1 COUNTY OF TULARE

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

7 BY: _____
8 Deputy Clerk

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 _____
39 Signature of Notary Public County and State

40 Attachment

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

5 **Portion to be non-renewed shown as Parcel 1 of PPM 18-014**

6 The South 435.00 feet of the East 278.00 feet of the Northwest quarter of Section 34,
7 Township 22 South, Range 25 East, Mount Diablo Base and Meridian, in the County of
8 Tulare, State of California.

9
10 **Excepting therefrom** one-half of all oil, gas, mineral, petroleum and any other
11 hydrocarbon substances in and under said land, as reserved by Anna R. Rabe, a
12 widow, and Anne Harley Avila, a married woman, in Deed dated January 2, 1946,
13 recorded February 9, 1946 in Book 1171, page 403 of Official Records.

14
15 **Also excepting** and reserving unto Joshua H. Davidian and Virginia L. Davidian,
16 husband and wife, as Joint Tenants, an undivided one-fourth of all oil, gas, mineral,
17 petroleum and any other hydrocarbon substances in and under said land, by Deed
18 dated January 7th, 1955, recorded February 1, 1955 in Book 1807, page 597 of
19 Official Records.

20
21 **Subject to** an easement for irrigation and pipeline purposes over and across the West
22 10.00 feet of the East 35.00 feet thereof.

23
24
25 **Portion to remain within Land Conservation Contract subject to**
26 **Amendment shown as Parcel 2 of PPM 18-014**

27 The Northwest quarter of Section 34, Township 22 South, Range 25 East, Mount Diablo
28 Base and Meridian, in the County of Tulare, State of California.

29
30 **Excepting therefrom** the South 435.00 feet of the East 278.00 feet thereof.

31
32 **Also excepting therefrom** one-half of all oil, gas, mineral, petroleum and any other
33 hydrocarbon substances in and under said land, as reserved by Anna R. Rabe, a
34 widow, and Anne Harley Avila, a married woman, in Deed dated January 2, 1946,
35 recorded February 9, 1946 in Book 1171, page 403 of Official Records.

36
37 **Also excepting** and reserving unto Joshua H. Davidian and Virginia L. Davidian,
38 husband and wife, as Joint Tenants, an undivided one-fourth of all oil, gas, mineral,
39 petroleum and any other hydrocarbon substances in and under said land, by Deed dated
40 January 7th, 1955, recorded February 1, 1955 in Book 1807, page 597 of Official
41 Records.

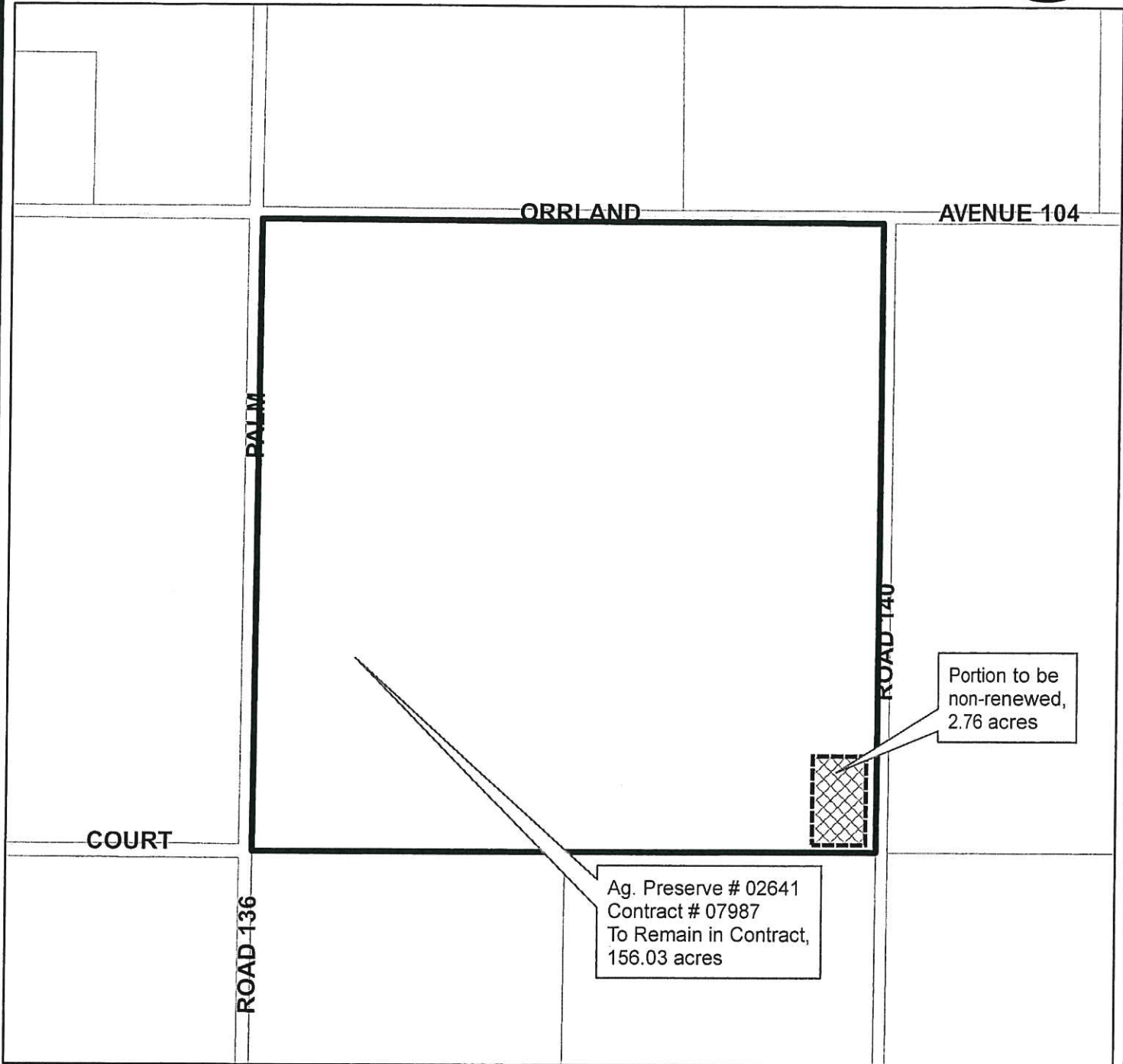
42
43 **Together with** an easement for irrigation and pipeline purposes over and across the West
44 10.00 feet of the East 35.00 feet of the South 435.00 feet of the Northwest quarter of
45 Section 34, Township 22 South, Range 25 East, Mount Diablo Base and Meridian, in the
46 County of Tulare, State of California.



Exhibit "B"

Land in Amended Contract # 07987

Agricultural Preserve # 02641



Owner: Mike Dollinger
 Address: 10021 Road 140
 City, State, ZIP: Pixley, CA 93256
 Applicant: Mike Dollinger
 Agent: Neil Zerlang – Land Surveyor, Inc.
 Supervisorial District: 2
 Assessors Parcel: 300-260-001

Ref: PNR 00-000



Attachment “2”

WAN 18-017 (Trinidad Pena)

WAN 18017
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). 035-032-005 (Portion)

Acreage Size 2.91 if applicable: Condition of Approval of Planning Project No. PPM 18-029

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)

TRINIDAD PENA
41721 ROAD 168
OROSI, CA 93647 (559) 480-9031

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

"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 November 19, 2018 before me,

Maricela Delgado Martinez a Notary Public
in and for said County and State, personally appeared (printed names):

Trinidad Pena



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]
Attachments: Exhibit A: Legal Description, Exhibit B: Map -19-

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. 1286

Land Conservation Contract No. 4461

Recorded on (Date) 9/15/1970 as Document No. 1970-31301

Name(s) of Original/Contract Owner(s) Shizue Hiyama; Tamotsu Mikasa; Tadao Hara and Kazu Hara; Ben and Ruth Kiyoko Hayakawa; Harry H. Nomura and Teruya Nomura

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

Nonrenewal on _____ by Resolution No. _____.

Dated: _____

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

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

STATE OF CALIFORNIA)
COUNTY OF TULARE)

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

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

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

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

Signature: _____
Deputy Clerk

COPIES SENT TO:

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

DATE: _____

Exhibit 'A'

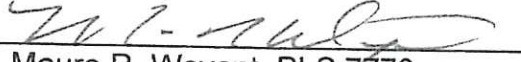
Legal Description: **Parcel No. 1**

A portion of Lot 162 of Orosi Farms as per map recorded in Book 15 at Page 28 of Maps, Tulare County Records. Being located in the Southeast Quarter of Section 12, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, more particularly described as follows:

The South 366 feet of the North 731.94 feet of the East 530 feet of said Lot 162. Excepting therefrom, the North 236 feet of the West 285 feet.

End of Description.

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

Signature: 
Mauro R. Weyant, PLS 7773

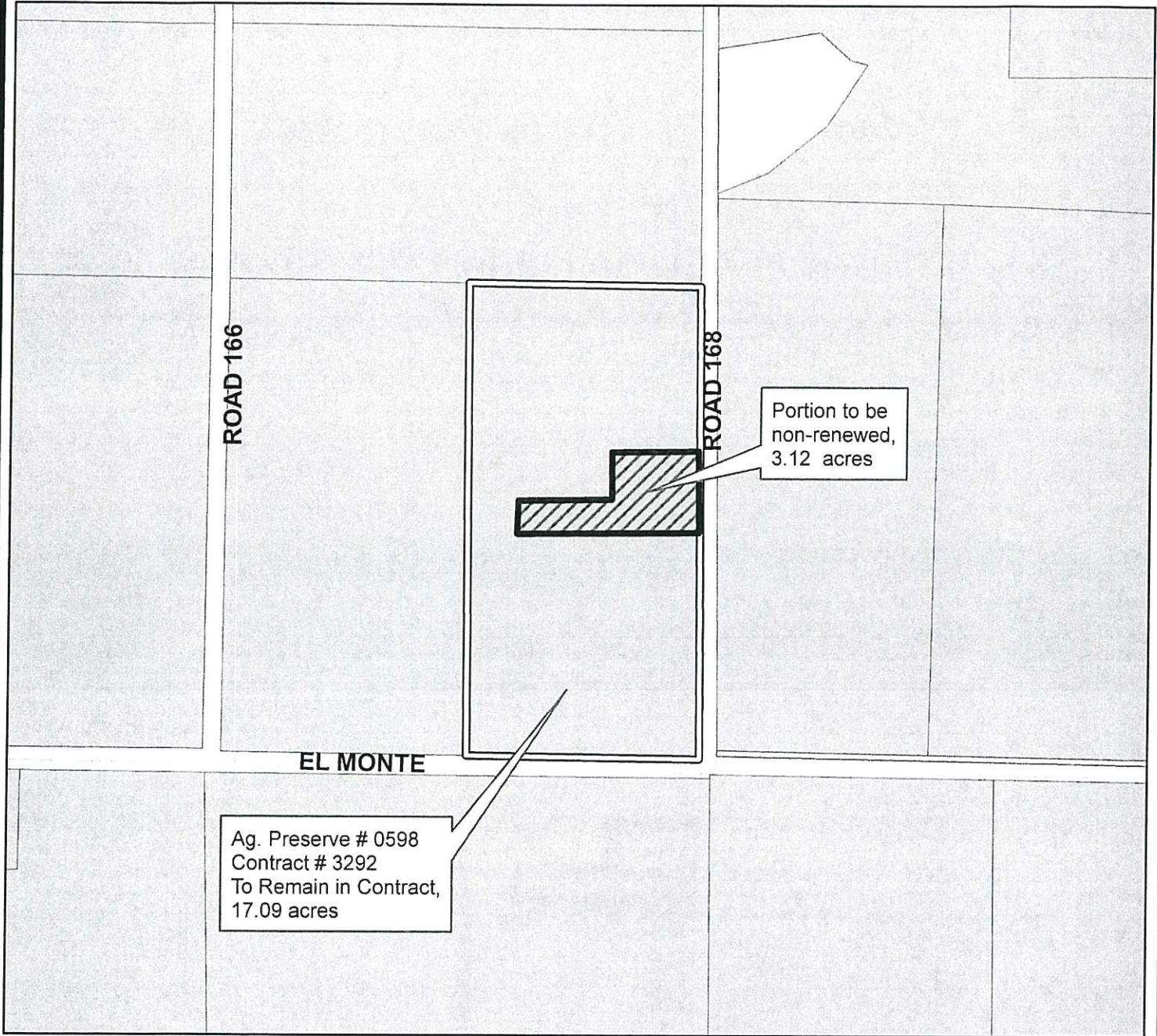


Date: 7/29/18



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal No. WAN 18-017



Owner: Trinidad Pena
 Address: 41721 Road 168
 City, State, ZIP: Orosi CA 93647
 Applicant: Trinidad Pena
 Agent: J. Frank Gomez
 Supervisorial District: 4
 Assessors Parcel: 035-032-005



- 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. 1286
12 RESOLUTION NO. 70-2364

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 4461
17 RECORDED ON Feb. 11, 1971 AS DOCUMENT NO. 1971-0591
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 4461A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Partial Non-Renewal WAN 18-017 Application
23 for a portion of APN No. 035-032-005, as of this _____ day of
24 _____, 20____, by and between Maria Topete aka Trinidad Pena,
25 hereinafter referred to as the "Owner", and the COUNTY of TULARE, hereinafter
26 referred to as the "County";

27
28 WITNESSETH
29

30 WHEREAS, the Owner owns real property in the County of Tulare, State of
31 California, under Land Conservation Contract No. 4461 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 035-032-005 with legal
33 description as described in Exhibit A and illustrated in Exhibit B.

34 WHEREAS this contract amendment applies only to the owners of the Subject
35 Property: A.P.N. No(s). 035-032-005;

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 4461 in regards to all or a portion of the Subject
7 Property APN(s) 035-032-005 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) PPM 18-028 owner's application for
9 a Tentative Parcel Map.

10 WHEREAS, the County in consideration for granting the Partial Non-Renewal,
11 desires to amend Land Conservation Contract Number 4461 in regards to the land
12 owned by Owner to include a provision which states that the original contract and that
13 portion subject to the project, will continue to be in full force and effect, subject to the
14 express condition that funds be annually appropriated by the State of California, and that
15 annual payments continue to be made to the County by the State Controller, under the
16 provisions of the Open Space Subvention Act (California Government Code section
17 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
18 terminate the Contract in regards to the land owned by Owner and declare it null and
19 void.

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

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 4461 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. 4461A, 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 Trinidad Pena, 41721 Road 168, Orosi CA 93647; (559) 480-9031
18 _____
19 _____
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
6 Trinidad Pena
7 (Print Name)
8

9
10 *Trinidad Pena*
11 (Signature)
12

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

18 **ACKNOWLEDGMENT**

19
20 STATE OF CALIFORNIA
21 COUNTY OF _____ } s. s.
22

23 On _____ before me,
24

25 _____ a Notary Public
26 in and for said County and State, personally appeared (printed names) :
27

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

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

38 WITNESS my hand and official seal
39

40 Signature _____
41

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

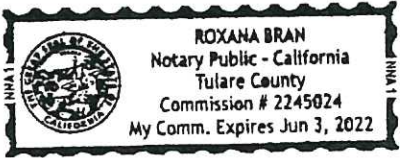
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Tulare }

On November 29, 2018 before me, Roxana Bran, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Trinidad Peña
Name(s) of Signer(s)

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 Roxana Bran
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document WAN 18-017
Title or Type of Document: Amendment to Land Conservation Contract 4461
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator
[] Other:
Signer is Representing:

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'

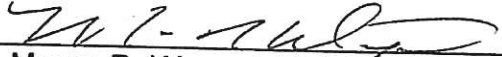
Legal Description: **Parcel No. 1**

A portion of Lot 162 of Orosi Farms as per map recorded in Book 15 at Page 28 of Maps, Tulare County Records. Being located in the Southeast Quarter of Section 12, Township 16 South, Range 25 East, Mount Diablo Base and Meridian, more particularly described as follows:

The South 366 feet of the North 731.94 feet of the East 530 feet of said Lot 162. Excepting therefrom, the North 236 feet of the West 285 feet.

End of Description.

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

Signature: 
Mauro R. Weyant, PLS 7773



Date: 7/29/18

Exhibit 'A'

Legal Description: **Parcel No. 2**


Lot 162 of Orosi Farms as per map recorded in Book 15 at Page 28 of Maps, Tulare County Records. Being located in the Southeast Quarter of Section 12, Township 16 South, Range 25 East, Mount Diablo Base and Meridian

Excepting the following:

The South 366 feet of the North 731.94 feet of the East 530 feet of said Lot 162. Excepting therefrom, the North 236 feet of the West 285 feet.

End of Description.

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

Signature: 
Mauro R. Weyant, PLS 7773



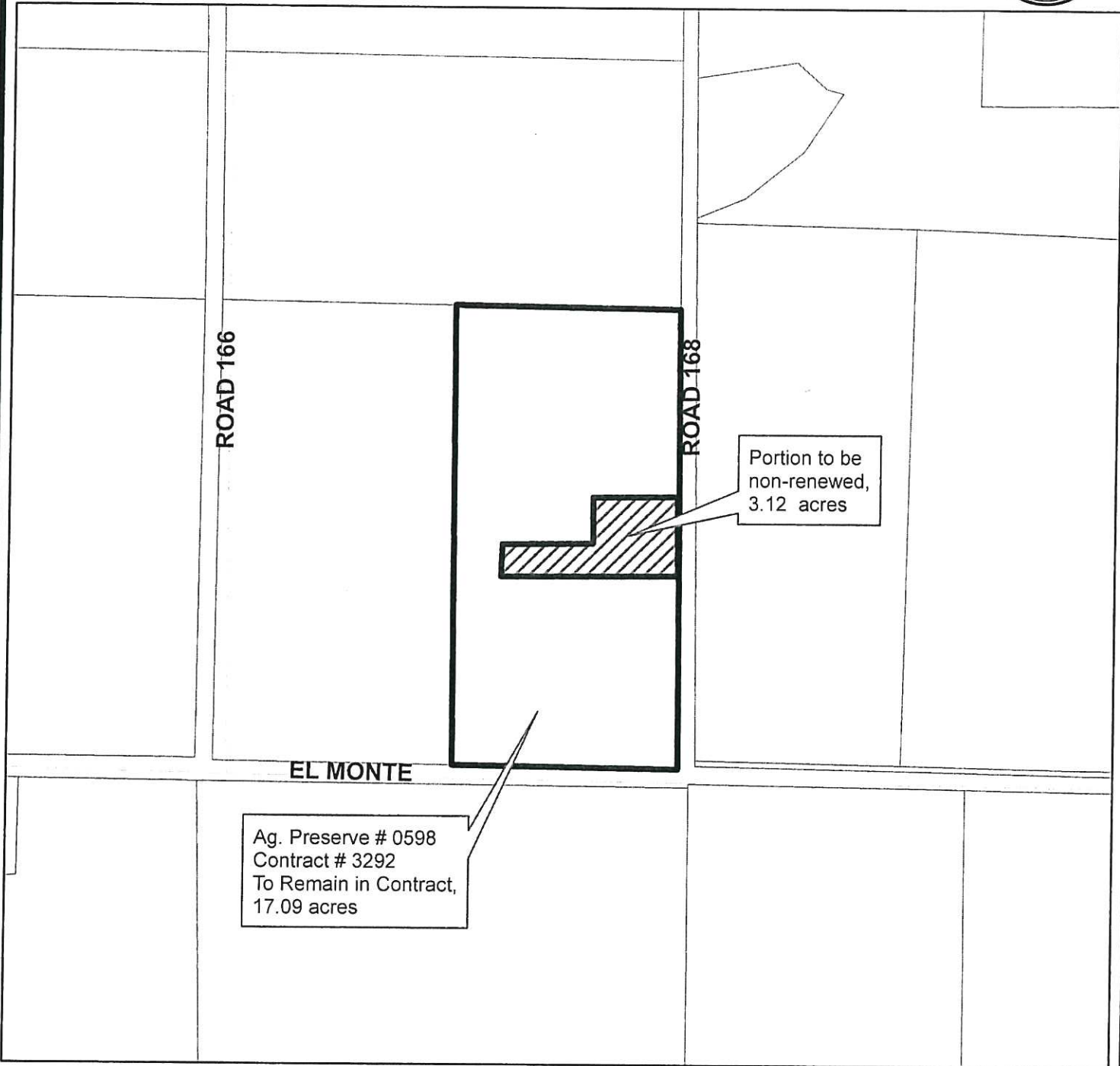
Date: 7/29/18



Exhibit "B"

Land in Amended Contract # 3292

Agricultural Preserve # 0598



Owner: Trinidad Pena
 Address: 41721 Road 168
 City, State, ZIP: Orosi CA 93647
 Applicant: Trinidad Pena
 Agent: J. Frank Gomez
 Supervisorial District: 4
 Assessors Parcel: 035-032-005

