



**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: April 30, 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, and Full Non-Renewal of Agricultural Preserve Contracts

REQUEST(S):
That the Board of Supervisors:

1. Authorize the filing of three (3) Notices of Partial Non-Renewals for the following Land Conservation Contracts, as provided in the Williamson Act. The request fulfills a condition resulting from two (2) Tentative Parcel Maps, and one (1) Lot Line Adjustment:

PNR 08-043 – Williamson Act Contract No. 6427, Ag Preserve No. 1359, on the northwest corner of Road 64 and Avenue 426, northwest of Dinuba (APN 012-200-045 and 012-200-046) (Douglas I. and Crystal P. Beckenhauer) (4.09 acres to be non-renewed as a condition of PPM 08-008.) (15.60 acres subject to contract amendment.)

PNR 09-020 – Williamson Act Contract No. 4154, Ag Preserve No. 1157, on the southwest corner of Road 150 and Avenue 360, south of Seville (APN 052-110-014 and 052-110-015) (Miroslav and Katarina Stanic) (1.12 acres to be non-renewed as a condition of PPM 08-105.) (36.07 acres subject to contract amendment.)

PNR 09-009 – Williamson Act Contract No. 6427, Ag Preserve No. 2060, on the northwest corner of Road 220 and Avenue 314, west of Lindcove (APN 113-290-026 and 113-290-027) (Hobbs, Maurer, and Ronco) (2.21 acres to be non-renewed as a condition of PLA 07-055.) (16.55 acres subject to

SUBJECT: Partial Non-Renewal of Agricultural Preserve Contracts and Land Conservation Contract Amendments, and Full Non-Renewal of Agricultural Preserve Contracts
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contract amendment.)

2. Approve the execution of amendment 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.
4. Authorize the filing of the Notices of Full Non-Renewals for the following two (2) Agricultural Preserve Land Conservation Contracts, as provided in the Williamson Act. The request is owner initiated:

FNR 09-001 – Williamson Act Contract No. 2303, Ag Preserve No. 0002, on the northwest corner at the end of Maple Avenue (1121 Maple Avenue), northwest of Lindsay (APN 199-040-059) (Francisco Javier Loya and Virginia Loya) (6.98 acres to be non-renewed.)

FNR 09-004 – Williamson Act Contract No. 5702, Ag Preserve No. 1819, on the north side of State Route 137 (Inyo Avenue), and between Enterprise and City of Tulare (former San Joaquin Valley Railroad Company) property, west of Tulare (APN 168-051-007) (Applicant: Sierra Quail Farms, Inc.) (Owners: Harlan and Lucy Westbrook) (57.24 acres to be non-renewed.)

SUMMARY:

Three (3) Notices of Partial Non-Renewal of a Williamson Act Contract and Contract Amendments to Land Conservation Contracts, and two (2) Notice of Full Non-Renewals of a Land Conservation Contracts have been received pursuant to Government Code Section 51245 (Williamson Act). The partial notice of non-renewal were filed to meet conditions of approval for two (2) tentative parcel maps, one (lot line adjustment, and two (2) applicant initiated notices of full non-renewal applications. The notices will affect a total of 72.64 acres. Three (3) Land Conservation Contracts will be amended and will affect a total of 68.22 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.

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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 72.64 acres of Williamson Act contracted lands. However, increased property taxes on contracts in non-renewals will increase revenue to the County.

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

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

In addition, the County is authorized to recapture 10% of the participating landowners' property tax savings (Government Code Section 51244). The applicants pays the filing fees to process the partial non-renewal application, and full non-renewal application. The applications for three PNRs have a flat filing fee of \$363, and one full non-renewal application (FNR 09-001) has a flat fee of \$163, and one full non-renewal application (FNR 09-004) has a flat fee of \$263 for a total \$1515. There is currently no applicant fee for staff time involved in preparing amended Williamson Act contracts.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

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

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DATE: April 30, 2019

ADMINISTRATIVE SIGN-OFF:



Aaron Bock
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. PNR 08-043 (Beckenhauer)
2. PNR 09-020 (Stanic)
3. PNR 09-009 (Hobbs, Maurer, and Ronco)
4. FNR 09-001 (Loya)
5. FNR 09-004 (Sierra Quail Farms, Inc.)

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

IN THE MATTER OF PARTIAL NON-RENEWAL OF AGRICULTURAL PRESERVE CONTRACTS AND LAND CONSERVATION CONTRACT AMENDMENTS AND FULL NON-RENEWAL OF AGRICULTURAL PRESERVE CONTRACTS)
) 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 three (3) Notices of Partial Non-Renewals for the following Land Conservation Contracts, as provided in the Williamson Act. The request fulfills a condition resulting from two (2) Tentative Parcel Maps, and one (1) Lot Line Adjustment:
PNR 08-043 – Williamson Act Contract No. 6427, Ag Preserve No. 1359, on the northwest corner of Road 64 and Avenue 426, northwest of Dinuba (APN 012-200-045 and 012-200-046) (Douglas I. and Crystal P. Beckenhauer) (4.09 acres to be non-renewed as a condition of PPM 08-008.) (15.60 acres subject to contract amendment.)
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026 and 113-290-027) (Hobbs, Maurer, and Ronco) (2.21 acres to be non-renewed as a condition of PLA 07-055.) (16.55 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.
4. Authorized the filing of two Notices of Full Non-Renewals for the following one Agricultural Preserve Land Conservation Contracts, as provided in the Williamson Act. The request is owner initiated.

FNR 09-001 – Williamson Act Contract No. 2303, Ag Preserve No. 0002, on the northwest corner at the end of Maple Avenue (1121 Maple Avenue), northwest of Lindsay (APN 199-040-059) (Francisco Javier Loya and Virginia Loya) (6.98 acres to be non-renewed.)

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Attachment No. 1

Attachments for PNR 08-043 Agricultural Preserve No. 1359 Land Conservation Contract No. 4594 (Beckenhauer)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 4594A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

Case No. PNR 08-043
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). 012-~~200~~²⁰⁰-021 (PARTIAL) (Portion)
Acreage 4.09 If applicable: Condition of Approval of Project No. PPM08-008
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) 559-638-5475

Douglas I. Beckenhauer Crystal P. Beckenhauer
6334 Ave. 426 Reedley, Ca 93651 6334 Ave. 426 Reedley, Ca 93651

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

[Signature] Crystal P. Beckenhauer

STATE OF CALIFORNIA
COUNTY OF Fresno } S. S.

On September 17, 2008 before me,

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

Douglas I Beckenhauer
Crystal P. Beckenhauer

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 Stephanie Sanchez Notary Public



RECEIVED DEC 19 2008
By RMA

Attachments: Exhibit A Mark

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. 1359

Land Conservation Contract No. 4594

Recorded on (Date) 16 February 1971 as Document No. 6431, Vol. 2942, Pages 291 - 295

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

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

Legal Description: Parcel No. 1

A portion of land located in the East half of the Northeast Quarter of the Southeast Quarter of Section 2, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, more particularly described as follows:

Being the South 520 feet of the West 356 feet of the East Half of the Northeast Quarter of the Southeast Quarter of Section 2, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof.



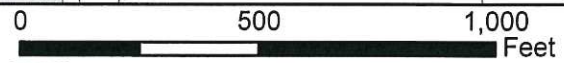
Ag. Preserve Map Partial

Non Renewal

No. PNR 08-043



Owner: Robert D. & Karen A. Reimer, and
 Luis Carlos & Miriam Rodriguez
 Address: 6334 Avenue 426
 City, State, ZIP: Reedley, CA 93654
 Applicant: Douglas I. and Crystal P. Beckenhauer
 Agent: N/A
 Supervisorial District: 4
 Assessors Parcel: 012-200-045, & -046



- 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. 1359
12 RESOLUTION NO. 1970-2497

Area for Recorder's Use Only

14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 4594
17 RECORDED ON 16 FEBRUARY 1971 AS DOCUMENT NO. 6431.

18
19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 4594A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Partial Non-Renewal, Application No. PNR 08-
23 043 for APN No. 012-200-045 and 012-200-046, as of this _____ day of
24 _____, 2018, by and between The Robert D. Reimer Family Trust,
25 Dated August 7, 2008 (members: Robert D. Reimer and Karen A. Reimer), and Luis
26 Carlos and Miriam Rodriguez, hereinafter referred to as the "Owner", and the COUNTY
27 of TULARE, hereinafter 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. 4594 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 012-200-045 and 012-200-046
33 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). 012-200-045 and 012-200-046; 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 4594 in regards to all or a portion the Subject Property
10 APN # 012-200-045 and 012-200-046 to satisfy the conditions set forth as a Condition of
11 Approval of Project Number (if applicable) PPM 08-008 owner's application for a
12 Tentative Parcel Map No. PPM 08-008.

13 WHEREAS, the County in consideration for granting the Partial Non-Renewal
14 No. PNR 08-043, desires to amend Land Conservation Contract Number 4594 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 4594A 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. 4594A, 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 Robert D. Reimer Family Trust, Dated August 7, 2008 (members: Robert D. Reimer and

18 Karen A. Reimer), 22855 E. Dinuba Avenue, Dinuba, CA 93618,Phone # 559-250-4540.

19 Luis Carlos and Miriam Rodriguez, 6334 Avenue 426, Reedley, CA 93654

20 Phone # 559-994-8096

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
7 (Print Name)

(Signature)

8
9 Karen A. Reimer

10
11 *Karen A. Reimer*
Robert D. Reimer Family Trust
member

12
13 Robert D. Reimer

14
15 *Robert D. Reimer*
Robert D. Reimer Family Trust
Member

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

21
22
23 STATE OF CALIFORNIA

24 COUNTY OF Tulare } s. s.

25
26 On October 3, 2018 before me,

27
28 Carrie Carrillo a Notary Public

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

30
31 Karen A. Reimer Robert D. Reimer

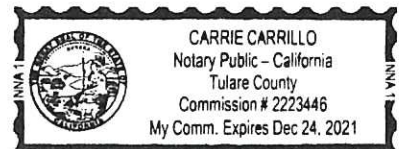
32
33
34
35 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
36 is/are subscribed to the within instrument and acknowledged to me that he/she/they
37 executed the same in his/het/their authorized capacity(ies), and that by his/het/their
38 signature(s) on the instrument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

Carrie Carrillo



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
7 (Print Name)

(Signature)

8
9 Luis Carlos Rodriguez

2/27/19

10
11 Miriam Rodriguez

2/27/19

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

21
22
23 STATE OF CALIFORNIA

24 COUNTY OF Tulare } s. s.

25
26 On February 27, 2019 before me,

27
28 Doreen C. Alvez a Notary Public

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

30
31 Luis Carlos Rodriguez Miriam Lizbett Rodriguez
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 Doreen C. Alvez
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 (Reimer)**
5

6 Being the East Half of the Northeast Quarter of the Southeast Quarter of Section 2,
7 Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in the County of
8 Tulare, State of California, according to the Official Plat thereof.
9

10 **EXCEPTING** therefrom the South 520 feet of the West 356 feet of the East Half of the
11 Northeast Quarter of the Southeast Quarter of Section 2, Township 16 South, Range 23
12 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California,
13 according to the Official Plat thereof.
14

15
16 **Portion to be Non-Renewed (Rodriguez)**
17

18 That Portion of land located in the East Half of the Northeast Quarter of the Southeast
19 Quarter of Section 2, Township 16 South, Range 23 East, Mount Diablo Meridian, more
20 particularly described as follows:
21

22 Being the South 520 feet of the West 356 feet of the East Half of the Northeast Quarter of
23 the Southeast Quarter of Section 2, Township 16 South, Range 23 East, Mount Diablo
24 Base and Meridian, in the County of Tulare, State of California, according to the Official
25 Plat thereof.
26
27



Exhibit "B"

Land in Amended Contract # 4594

Agricultural Preserve # 1359



Portion to be non-renewed, 4.09 acres

Ag. Preserve # 1359
Contract # 4594
To Remain in Contract,
15.60 acres

AVENUE 426

ROAD 64

ROAD 62

Owner: Robert D. & Karen A. Reimer, and
Luis Carlos & Miriam Rodriguez
Address: 6334 Avenue 426
City, State, ZIP: Reedley, CA 93654
Applicant: Douglas I. and Crystal P. Beckenhauer
Agent: N/A
Supervisorial District: 4
Assessors Parcel: 012-200-045, & -046



REF.; PNR 08-043



Attachment No. 2

Attachments for PNR 09-020 Agricultural Preserve No. 1157 Land Conservation Contract No. 4154 (Stanic)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 4154A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

Case No. PNR 09-020
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

SPACE ABOVE FOR RECORDER'S USE ONLY

RECEIVED NOV 02 2009
Dut RMA

NOTICE OF PARTIAL NONRENEWAL OF LAND CONSERVATION CONTRACT

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

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2011. 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). 052-110-013 X (Portion)

Acreage 1.12 acres If applicable: Condition of Approval of Project No. PPM 08-105

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)

MIROSLAV STANIC - 5601 W. Hillsdale Visalia Ca 93291 635-7186
KATARINA STANIC - 5601 W. Hillsdale Visalia Ca 93291 635-7186

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

Miroslav Stanic
Katarina Stanic

STATE OF CALIFORNIA
COUNTY OF Tulare } S. S.

On October 23, 2009 before me,

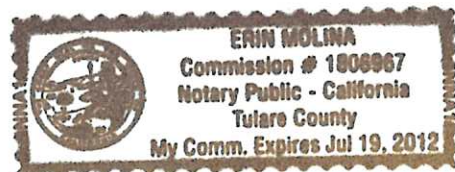
Erin Molina a Notary Public
in and for said County and State, personally appeared (printed names):

Miroslav M Stanic ?
Katarina Stanic

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]



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. 1157

Land Conservation Contract No. 4154

Recorded on (Date) 15 January 1971 as Document No. 1776, Vol. 2934, Pages 733 - 737

Name(s) of Original/Contract Owner(s) T. Tom Shimaji and June Shimaji

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

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

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

STATE OF CALIFORNIA)
COUNTY OF TULARE)

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

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

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

Signature: _____
Deputy Clerk

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

DATE: _____

EXHIBIT "A"

That portion of the northwest quarter of the northwest quarter of Section 23, Township 17 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, according to the official plat thereof.

Section 23, Township 17 South, Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, according to the official plat thereof, described as follows:

Commencing at the center of the northwest quarter of said Section 23; thence North $00^{\circ}01'10''$ East along the east line of the northwest quarter of the northwest quarter of said Section 23, a distance of 115.74 feet to the True Point of Beginning; thence leaving said east line $S89^{\circ}24'47''$ West a distance of 101.28 feet; thence North $00^{\circ}35'13''$ West a distance of 23.65 feet; thence South $89^{\circ}24'47''$ West a distance of 262.06 feet; thence North $00^{\circ}17'41''$ West a distance of 126.83 feet; thence North $89^{\circ}14'36''$ East a distance of 364.30 feet to said east line; thence South $00^{\circ}01'10''$ West along said east line a distance of 151.57 feet to the True Point of Beginning.

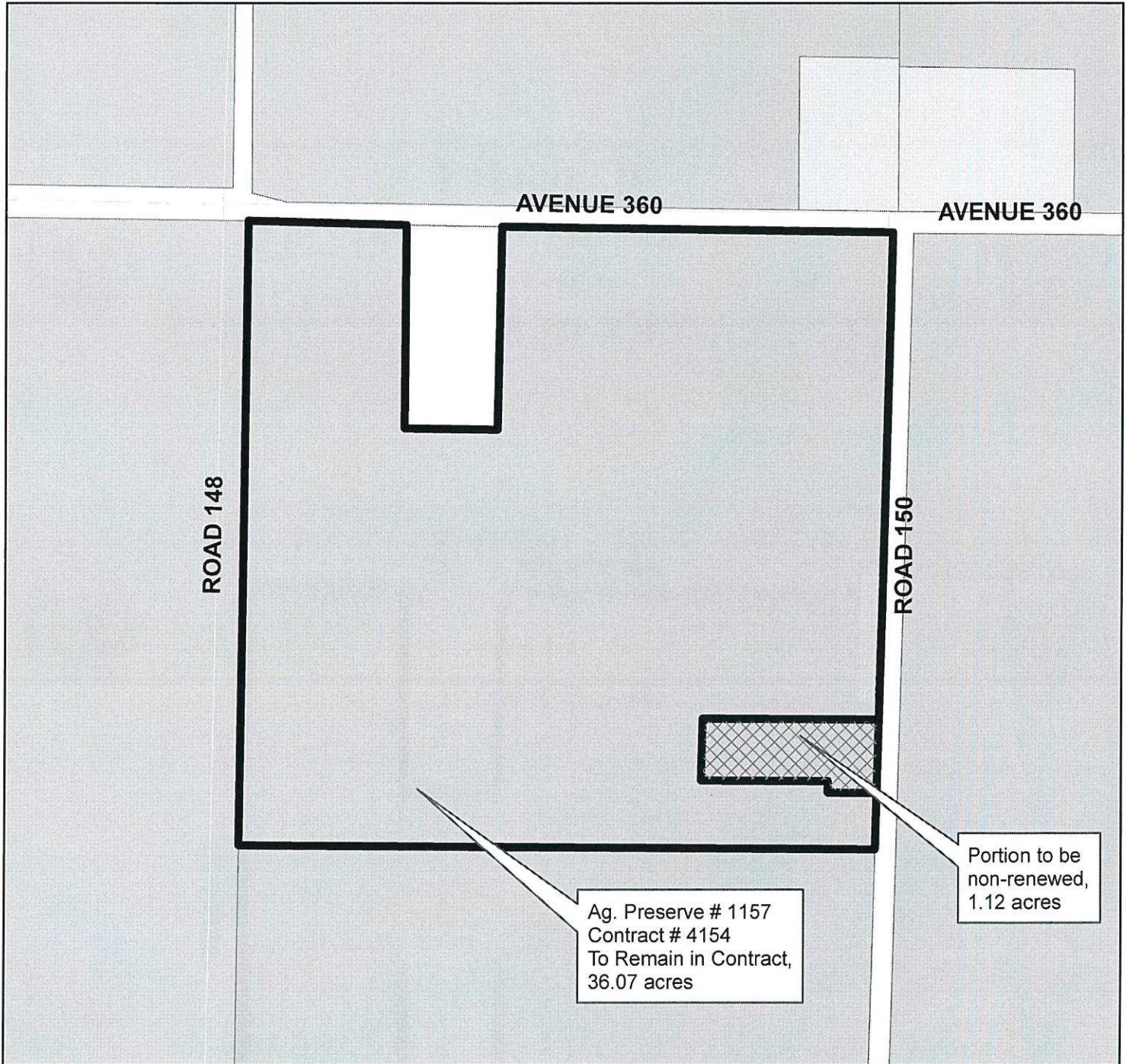


Exhibit "B"

Ag. Preserve Map Non Renewal

For

PNR 09-020



Ag. Preserve # 1157
 Contract # 4154
 To Remain in Contract,
 36.07 acres

Portion to be non-renewed,
 1.12 acres

Owner: Miroslav and Katarina Stanic
 Address: 5601 Hillsdale Avenue
 City, State, ZIP: Visalia, CA 93291
 Applicant: same
 Agent: none
 Supervisorial District: 4
 Assessors Parcel: 052-110-014 & -015

0 500 Feet **N**

Site
 Parcels

Ag. Preserves 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. 1157
12 RESOLUTION NO. 1970-2099

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 4154
17 RECORDED ON 15 JANUARY 1971 AS DOCUMENT NO. 1776.
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 4154A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Partial Non-Renewal, Application No. PNR 09-
23 020 Application for APN No. 052-110-014 and 052-110-015, as of this _____ day
24 of _____, 2018, by and between Miroslav and Katarina Stanic, and
25 Vito and Cindy Deleonardis, hereinafter referred to as the "Owner", and the COUNTY OF
26 TULARE, hereinafter referred to as the "County";

27 WITNESSETH
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 4154 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 052-110-014 and 052-110-
32 015 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). 052-110-014 and 052-110-015; 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 4154 in regards to all or a portion the Subject Property
7 APN # 052-110-014 and 052-110-015 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) PPM 08-105 owner's application for a
9 Tentative Parcel Map No. PPM 08-105.

10 WHEREAS, the County in consideration for granting the Partial Non-Renewal
11 PNR 09-020, desires to amend Land Conservation Contract Number 4154 in regards to
12 the land owned by Owner to include a provision which states that the original contract
13 and that portion subject to the project, will continue to be in full force and effect, subject
14 to the express condition that funds be annually appropriated by the State of California,
15 and that annual payments continue to be made to the County by the State Controller,
16 under the provisions of the Open Space Subvention Act (California Government Code
17 section 16140, et. seq.), and that if said funds are not appropriated or dispersed the
18 County may terminate the Contract in regards to the land owned by Owner and declare it
19 null and void.

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

22 NOW, THEREFORE, IT IS AGREED as follows:

1 1. This Amendment to Land Conservation Contract Number 4154A 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. 4154A, 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 Miroslav Stanic, 5601W. Hillsdale Avenue, Visalia, CA 93291 Phone #559-635-7186.

17 Katarina Stanic, 5601W. Hillsdale Avenue, Visalia, CA 93291 Phone #559-635-7186.

18 Vito Deleonardis, 15137 Avenue 344, Visalia, CA 93292 Phone #559-280-6804.

19 Cindy Deleonardis, 15137 Avenue 344, Visalia, CA 93292 Phone #559-280-6804.

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 MIROSLAV STANIC
6 (Print Name)

Miroslav Stanic
(Signature)

7 KATARINA STANIC
8

Katarina Stanic
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 April 20, 2018 before me,

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

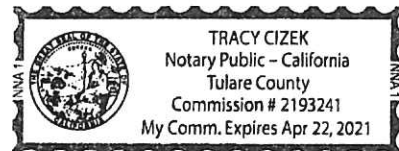
30
31 Miroslav Stanic Katarina Stanic
32

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 Tracy Cizek
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
6
7 (Print Name)

(Signature)

8
9 CINDY DELEONARDIS

10
11 *[Handwritten Signature]*

12
13 Vito DeLeonardis

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 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

21
22
23 STATE OF CALIFORNIA

24 COUNTY OF _____ } s. s.

25
26 On _____ before me,

27
28 _____ a Notary Public

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

41 WITNESS my hand and official seal

42
43 Signature _____
44

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 March 07, 2019 before me, Roxana Bran, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Cindy & Vito Deleonardis
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.



Place Notary Seal and/or Stamp Above

Signature Roxana Bran
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Signatures for PNR 09-020

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: _____

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
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 (Deleonardis)**
5

6 The Northwest quarter of the Northwest quarter of Section 23, Township 17 South,
7 Range 25 East, Mount Diablo Meridian, County of Tulare, State of California, according
8 to the Official Plat thereof.
9

10 **EXCEPTING** therefrom that portion of land beginning at a point on the North line of
11 said Section 23 a distance of 325.00 feet East of the Northwest corner thereof;
12 Thence South parallel with the West line of said Section 23 a distance of 466.24 feet;
13 Thence east parallel with the North line of said Section 23 a distance of 187.50 feet;
14 Thence North parallel with the West line of said Section 23 a distance 466.24 feet to a
15 point on the North line of said Section 23;
16 Thence West along said North line of said Section 23 a distance of 187.50 feet to the
17 **Point of Beginning.**
18

19 Subject to an agricultural equipment easement described as beginning at a point on the
20 North line of said Section 23 a distance of 512.50 feet east of the Northwest corner
21 thereof;
22 Thence South parallel with the west line of said Section 23 a distance of 466.24 feet;
23 Thence East parallel with the North line of said Section 23 a distance of 7.00 feet;
24 Thence North parallel with the West line of said Section 23 a distance of 466.24 feet;
25 Thence West along said North line of said Section 23 a distance of 7.00 feet to the **Point**
26 **of Beginning.**
27

28 **ALSO EXCEPTING** that portion of the Northwest quarter of the Northwest quarter of
29 Section 23, Township 17 South, Range 25 East, Mount Diablo Meridian, County of
30 Tulare, State of California, according to the Official Plat thereof.
31 Section 23, Township 17 South, Range 25 East, Mount Diablo Meridian, County of
32 Tulare, State of California, according to the Official Plat thereof, described as follows:
33

34 **Commencing** at the center of the Northwest quarter of said Section 23;
35 Thence North 00°01'10" East along the East line of the Northwest quarter of the
36 Northwest quarter of said section 23, a distance of 115.74 feet to the **True Point of**
37 **Beginning;**
38 Thence leaving said East line South 89°24'47" West a distance of 101.28 feet;
39 Thence North 00°35'13" West a distance of 23.65 feet;
40 Thence South 89°24'47" West a distance of 262.06 feet;
41 Thence North 00°17'41" West a distance of 126.83 feet;
42 Thence North 89°14'36" East a distance of 364.30 feet to said East line;
43 Thence South 00°01'10" west along said east line a distance of 151.57 feet to the **True**
44 **Point of Beginning.**
45
46

1 **Portion to be Non-Renewed (Stanic)**

2
3 That portion of the Northwest quarter of the Northwest quarter of Section 23, Township
4 17 South, Range 25 East, Mount Diablo Base and Meridian, County of Tulare, State of
5 California, according to the Official Plat thereof.

6 Section 23, Township 17 South, Range 25 East, Mount Diablo Meridian, County of
7 Tulare, State of California, according to the Official Plat thereof, described as follows:

8
9 **Commencing** at the center of the Northwest quarter of said Section 23;

10 Thence North 00°01'10" East along the East line of the Northwest quarter of the
11 Northwest quarter of said section 23, a distance of 115.74 feet to the **True Point of**
12 **Beginning;**

13 Thence leaving said East line South 89°24'47" West a distance of 101.28 feet;

14 Thence North 00°35'13" West a distance of 23.65 feet;

15 Thence South 89°24'47" West a distance of 262.06 feet;

16 Thence North 00°17'41" West a distance of 126.83 feet;

17 Thence North 89°14'36" East a distance of 364.30 feet to said East line;

18 Thence South 00°01'10" west along said east line a distance of 151.57 feet to the **True**
19 **Point of Beginning.**

20

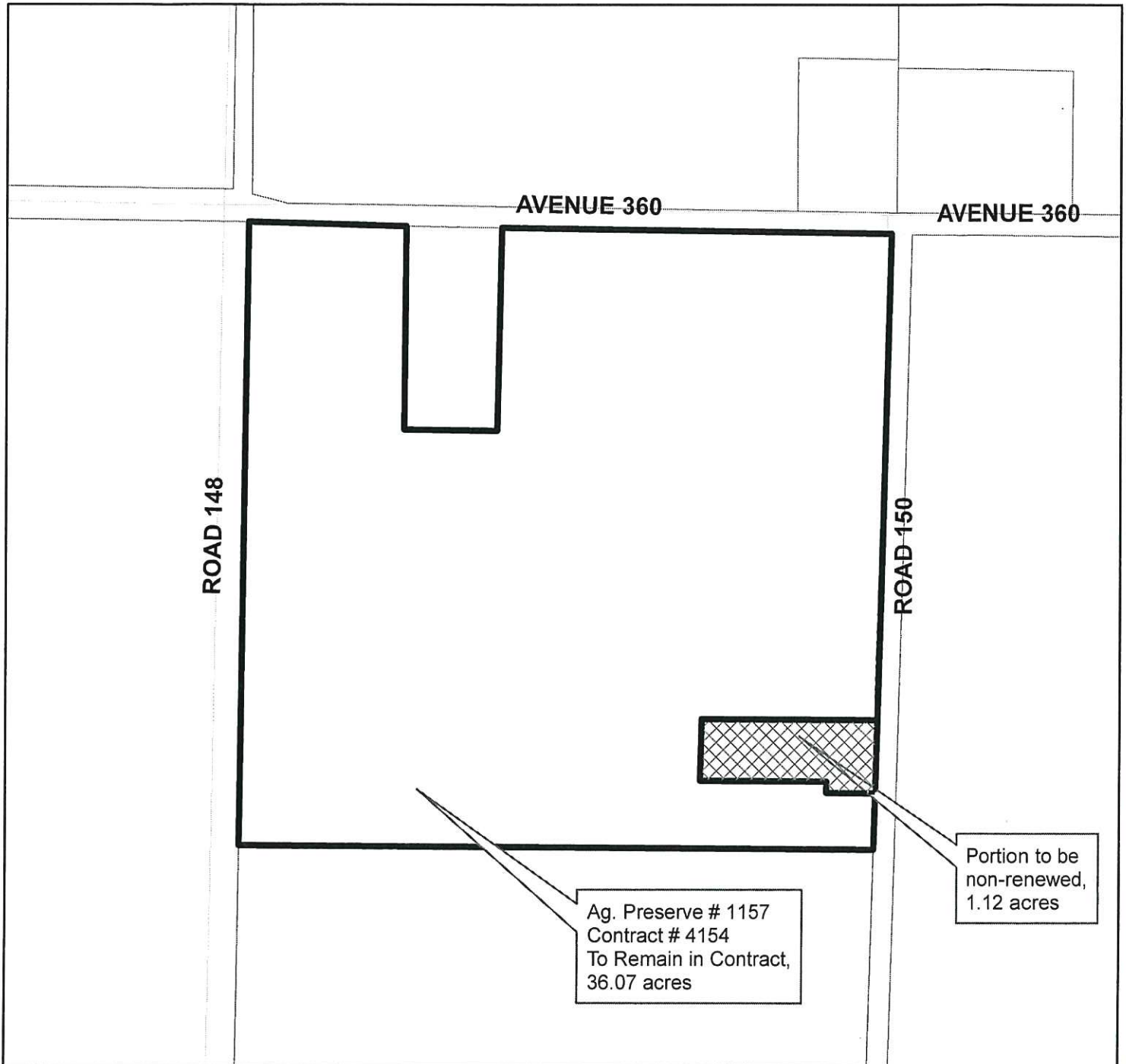
21



Exhibit "B"

Land in Amended Contract # 4154

Agricultural Preserve # 1157



Owner: Miroslav and Katarina Stanic
 Address: 5601 Hillsdale Avenue
 City, State, ZIP: Visalia, CA 93291
 Applicant: same
 Agent: none
 Supervisorial District: 4
 Assessors Parcel: 052-110-014 & -015



Attachment No. 3

Attachments for PNR 09-009 Agricultural Preserve No. 2060 Land Conservation Contract No. 6427 (Hobbs, Maurer, and Ronco)

- Partial Non-Renewal Application
 - Exhibit A Subject Parcel Legal Description
 - Exhibit B Agricultural Preserve Map
- Amended Contract 6427A:
 - Exhibit A Contract Land Legal Description
 - Exhibit B Map of Land in Amended Contract

Case No. PNR 09-009
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL 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). 113-290-022 (Portion)
Acreage 2.21 If applicable: Condition of Approval of Project No. PLA 07-055

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)

Bradley Hobbs, 31425 Rd 220, Exeter 93221, 592-5655

Merilee Hobbs, 31425 Rd 220, Exeter 93221, 592-5655

Edward Maurer, PO Box 1008, Exeter 93221
deceased

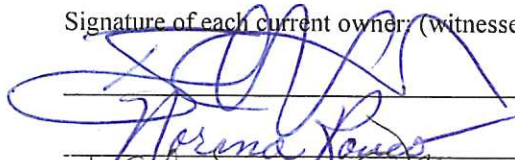
Christina Maurer, PO Box 1008, Exeter 93221


~~Evolve Ronco, PO Box 1008, Exeter 93221~~

Norma Ronco, PO Box 1008, Exeter 93221

David Ronco, PO Box 1008, Exeter 93221

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


Christina Maurer


Edward B. Maurer

RECEIVED MAY 06 2009

Attachments Exhibit A Maps.

STATE OF CALIFORNIA
COUNTY OF Tulare } S.S.

On March 30, 2009 before me,

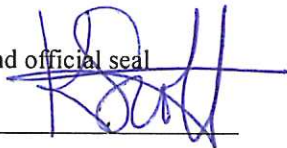
K. Scott a Notary Public
in and for said County and State, personally appeared (printed names):

Bradley Hobbs and
Merilee Hobbs

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 _____



STATE OF CALIFORNIA
COUNTY OF Santa Clara } S.S.

On 4-27-09 before me,

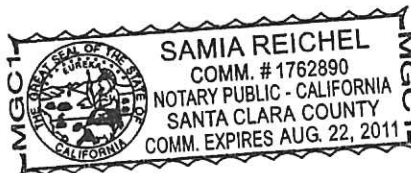
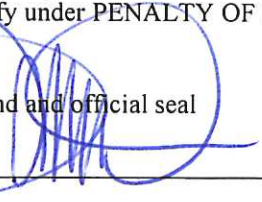
Samia Rachel a Notary Public
in and for said County and State, personally appeared (printed names):

* Norma Ronco and
David Ronco *

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 _____



STATE OF CALIFORNIA
COUNTY OF Tulare }S.S.

On May 5 2009 before me,

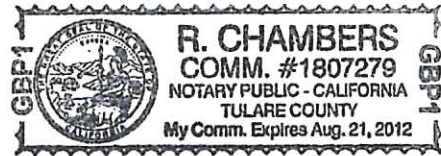
R. Chambers a Notary Public
in and for said County and State, personally appeared (printed names):

Edward Maurer and Christina Maurer

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 _____



STATE OF CALIFORNIA
COUNTY OF _____ }S.S.

On _____ before me,

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

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 _____

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. 2060

Land Conservation Contract No. 6427

Recorded on (Date) February 26, 1971 as Document No. 1971-2640

Name(s) of Original/Contract Owner(s) Philip E. Buckman and Margaret H. Buckman

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.

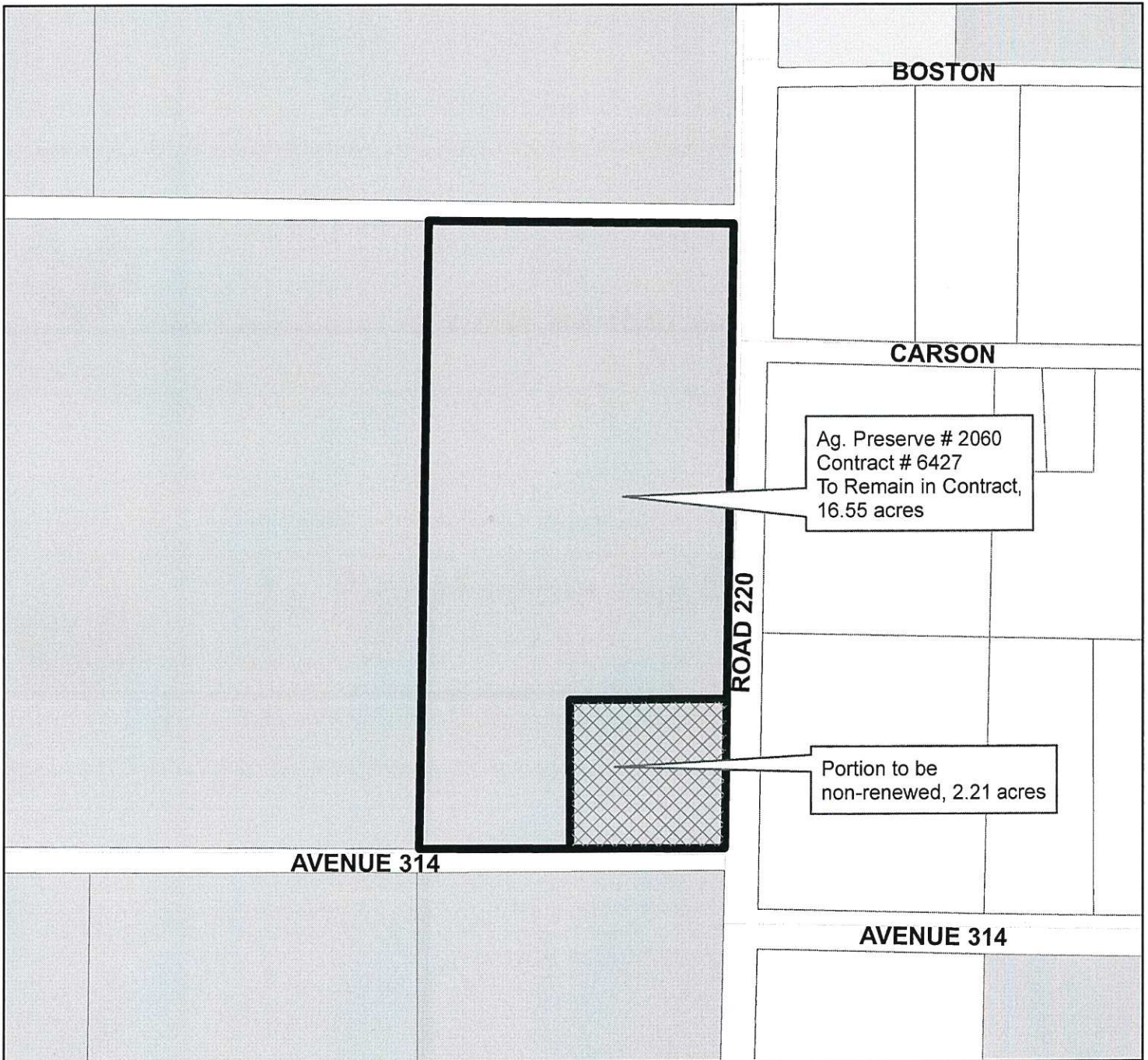
Signature: _____
Deputy Clerk

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

DATE: _____



Ag. Preserve Map Non Renewal For PNR 09-009



Owner: Edward, Christina Maurer, David
 Ronco & Marco Bini

Address: 31425 Road 220

City, State, ZIP: Exeter, CA 93221

Applicant: same

Agent: none

Supervisory District: 1

Assessors Parcel: 113-290-026 & -027



- Site
- Parcels
- Ag. Preserves 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. 2060
12 RESOLUTION NO. 1970-3819

Area for Recorder's Use Only

14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 6427
17 RECORDED ON FEBRUARY 26, 1971 AS DOCUMENT NO. 1971-2640

18
19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 6427A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Partial Non-Renewal, Application No. PNR 09-
23 009 for APN No. 113-290-026 and 113-290-027, as of this _____ day of
24 _____, 2018, by and between Edward Maurer, Christina Maurer,
25 David Ronco, and Marco Bini, hereinafter referred to as the "Owner", and the COUNTY
26 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. 6427 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 113-290-026 and 113-290-
32 027 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). 113-290-026 and 113-290-027; 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 6427 in regards to all or a portion the Subject Property
7 APN # 113-290-026 and 113-290-027 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) PLA 07-055 owner's application for a Lot
9 Line Adjustment PLA 07-055.

10 WHEREAS, the County in consideration for granting the Partial Non-Renewal
11 PNR 09-009, desires to amend Land Conservation Contract Number 6427 in regards to
12 the land owned by Owner to include a provision which states that the original contract
13 and that portion subject to the project, will continue to be in full force and effect, subject
14 to the express condition that funds be annually appropriated by the State of California,
15 and that annual payments continue to be made to the County by the State Controller,
16 under the provisions of the Open Space Subvention Act (California Government Code
17 section 16140, et. seq.), and that if said funds are not appropriated or dispersed the
18 County may terminate the Contract in regards to the land owned by Owner and declare it
19 null and void.

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

22 NOW, THEREFORE, IT IS AGREED as follows:

1 1. This Amendment to Land Conservation Contract Number 6427A 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. 6427A, 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 Edward Maurer, PO Box 1008, Exeter, CA 93221, Ph # 559-804-4935

17 Christina Maurer, PO Box 1008, Exeter, CA 93221, Ph # 559-804-4935

18 David Ronco, PO Box 1008, Exeter, CA 93221, Ph # 559-804-4935

19 Marco Bini, 31425 Road 220, Exeter, CA 93221, Ph # 818-235-3314

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 EDWARD B MAURER
6 (Print Name)

Edward B. Maurer
(Signature)

7 CHRISTINA E MAURER

Christina E. Maurer

8 DAVID RONCO

David Ronco

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

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

25
26 On October 30, 2018 before me,

27 Diana Pickle a Notary Public
28 in and for said County and State, personally appeared (printed names) :

29 Edward maurer Christina maurer David Ronco

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
41 WITNESS my hand and official seal

42
43 Signature Diana Pickle

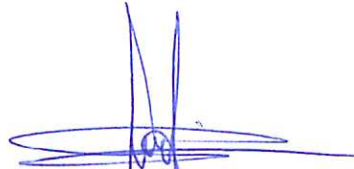


1 IN WITNESS WHEREOF, the parties have executed this Contract (signature of
2 each current owner, witnessed by below-named Notary Public):

3
4 OWNER(S)

5 MARCO BINI
6

7 (Print Name)



8 (Signature)

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 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

21 STATE OF CALIFORNIA

22 COUNTY OF Tulare } s. s.

23 On October 4, 2018 before me,

24 Carrie Carrillo

25 a Notary Public

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

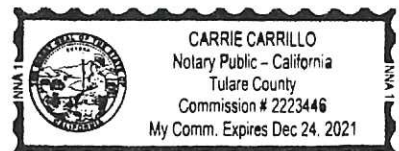
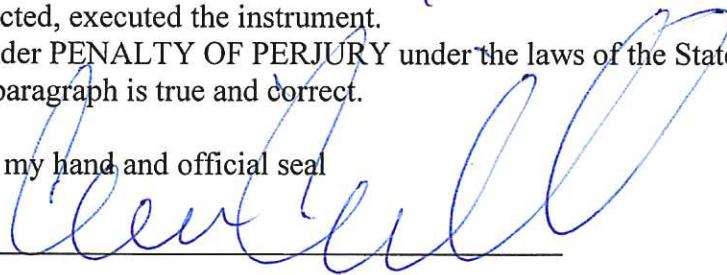
27 Marco Bini

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

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

36 WITNESS my hand and official seal

37 Signature



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

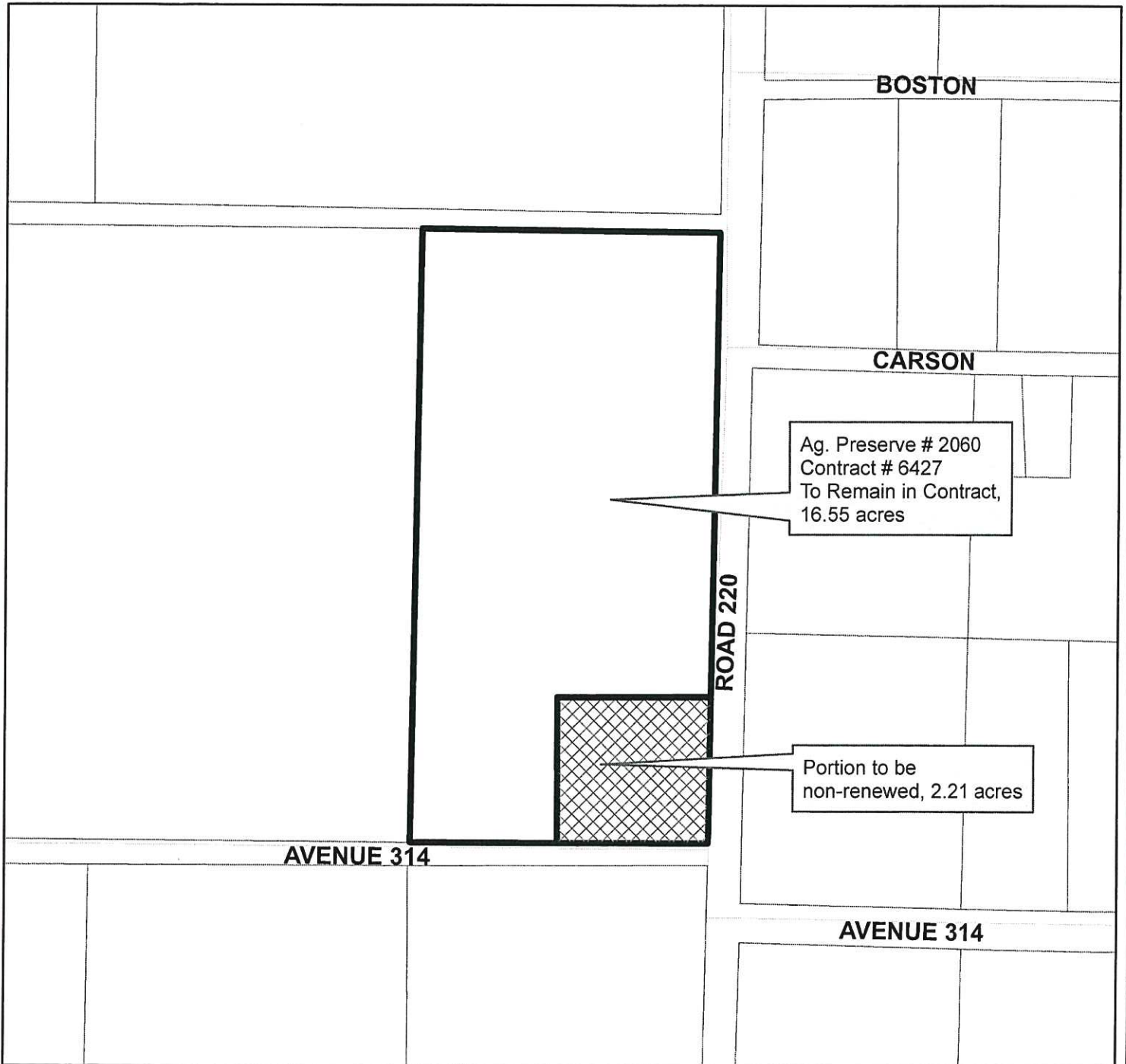
38 Attachment
39



Exhibit "B"

Land in Amended Contract # 6427

Agricultural Preserve # 2060



Owner: Edward, Christina Maurer, David
 Ronco & Marco Bini
Address: 31425 Road 220
City, State, ZIP: Exeter, CA 93221
Applicant: same
Agent: none
Supervisorial District: 1
Assessors Parcel: 113-290-026 & -027



Attachment No. 4

Attachments for FNR 09-001 Agricultural Preserve No. 0002 Land Conservation Contract No. 2303 (Loya)

- Full Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map

FNR 09-001

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 FULL 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, _____. 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) 199040059 (Portion)

Acreeage Size 6.98 if applicable: Condition of Approval of Planning Project No. _____

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

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

Francisco Javier Loya Virginia Loya, 1121 Maple Ave Lindsay
1121 Maple Ave Lindsay CA CA 93247. (559) 333-1994
(559) 783-3398 93247

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

[Signature] [Signature]

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

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

On 8/9/18 before me,

Melissa Rios a Notary Public

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

Francisco J. Loya
Virginia Loya

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

WITNESS my hand and official seal

Signature [Signature]
Attachments: Exhibit A: Legal Description Exhibit B: Map



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

(Below For Official Use Only)

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

Agricultural Preserve No. 0002 _____

Land Conservation Contract No. 2303 _____

Recorded on (Date) 26 February 1968 as Document No. 1968-0008246

Name(s) of Original/Contract Owner(s) George J. Werner and Rosemary F. Werner

The Tulare County Board of Supervisors authorized and accepted service of the foregoing Notice of Full Non-Renewal 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 Full Non-Renewal of Land Conservation Contract

Parcel No. 1:

That portion of Lot 10 of Hostetter’s Subdivision, in the County of Tulare, State of California, as per Map Recorded in Book 8, Page 56, of Maps, in the Office of the County Recorder of said County, describe as follows:

Commencing at a point 364.2 feet East of the Southwest corner of said Lot 10; Thence West 364.2 feet to said Southwest corner; Thence North along the West line of said Lot 10, 835.35 feet to the Southwest corner of the land conveyed to Anna Mc Laughlin, by Deed dated May 24, 1912, recorded in Book 199, Page 101 of Deeds; Thence East along the South line of the land so conveyed to said Anna Mc Laughlin 364.2 Feet; Thence South to the **Point of Beginning**.

Parcel No. 2:

An Easement for Ingress and Egress over that portion of Lot 10 of Hostetter’s Subdivision, in the County of Tulare, State of California, as per Map Recorded in Book 8, Page 56, of Maps, in the County Recorder of said County, describe as follows:

Commencing at a point 364.2 feet East of the Southwest corner of said Lot 10; Thence North 40 feet to a point; Thence East 40 feet to a point; Thence South 40 feet to a point; Thence West 40 feet to the **Point of Beginning**.



Exhibit "B"

Ag. Preserve Map Full Non-Renewal No. FNR 09-001



APN 199-040-059
 Contract # 02303
 Ag. Preserve # 00002
 Full Non-Renewal,
 6.97 acres

Owner: Francisco Javier and Virginia Loya
 Address: 1121 Maple Avenue
 City, State, ZIP: Lindsay, CA 93247
 Applicant: same
 Agent: Shawn Day
 Supervisorial District: 1
 Assessors Parcel: 199-040-059



- Site
- Parcels
- Williamson Act Preserves
- Williamson Act Preserves - Non Renewal
- Farmland Security Zone Contracts



Attachment No. 5

Attachments for FNR 09-004 Agricultural Preserve No. 1819 Land Conservation Contract No. 5702 (Sierra Quail Farms, Inc.)

- Full Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map

Case No. FNR 09004

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 FULL 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 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 affected land subject to said Contract is included as "Exhibit A".

Assessor's Parcel No(s). 168-051-007 & 168-051-008

Acreage 58.24 If applicable: Condition of Approval of Project No. _____

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

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

SIERRA QUAIL FARMS INC - 3617 BENJAMIN DAVIS DR.
(575) 749-7266 CLOVIS NEW MEXICO 88101

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

Sierra Quail Farms Inc
by Gene Cordery PRESIDENT

STATE OF CALIFORNIA NEW MEXICO
COUNTY OF CURY } s. s.

On April 7, 2009 before me,

James W. Graham a Notary Public
in and for said County and State, personally appeared (printed names):

Gene Cordery

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]

Revised April 23, 2009

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. 1819

Land Conservation Contract No. 5702

Recorded on (Date) February 23, 1971 as Document No. 8461

Name(s) of Original/Contract Owner(s) Alan D. Mahan and Esther R. Mahan

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: _____

(2015)

“Exhibit A”

Legal description of land affected by this “Notice of Full Non-Renewal of Land Conservation Contract”

That portion of Section 9, Township 20 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, as described as follows:

The Southwest quarter of the Northwest quarter of Section 9 and that portion of the Southeast quarter of the Northwest quarter of Section 9 lying North of the Northwest line of the right-of-way conveyed to the San Francisco and San Joaquin Valley Railroad Company by Deed dated August 24, 1896, and recorded in Book 86, Page 387 of Deeds of Tulare County Records.

Excepting therefrom as described:

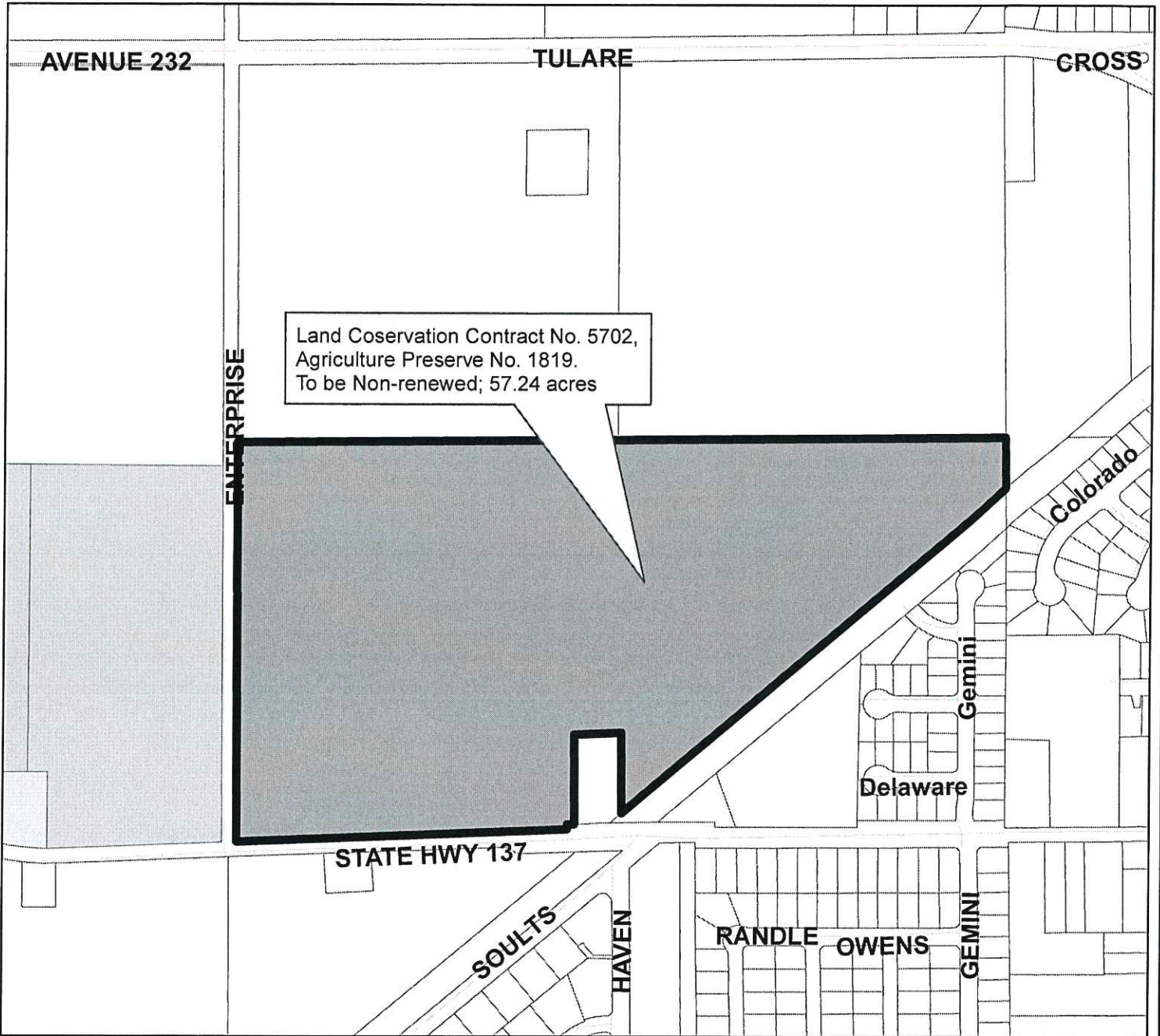
That portion of the Southwest quarter of the Northwest quarter of Section 9, Township 20 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the Official Plat thereof, as described as follows:

Commencing at the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 9; thence South 89°44'16" West, a distance of 91.92 feet to the intersection of the North Right-of Way line of the A.T. & S.F. Railroad, and the South line of the Northwest quarter of said Section 9, the **True Point of Beginning**; thence continuing, South 89°44'16" West a distance of 71.41 feet; thence North 00°15'34" West, a distance of 336.00 feet; thence North 89°44'16" East, a distance of 148.33 feet; thence South 00°15'34" East, a distance of 271.21 feet; thence South 49°37'59" West, a distance of 100.57 feet to the **True Point of Beginning**.



Exhibit "B"

Ag. Preserve Map Full Non-Renewal No. FNR 09-004



Owner: Harlan and Lucy Westbrook
 Address: 346 Tulare Ave.
 City, State, ZIP: Tulare, CA 93274
 Applicant: Sierra Quail Farms, Inc.
 Agent: N/A
 Supervisorial District: 2, Pete Vander Poel
 Assessors Parcel: 168-051-007



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

