



**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 type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
CONTACT PERSON: Celeste Perez PHONE: 559-624-7000				

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

REQUEST(S):
Request that the Board of Supervisors:

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

WAN 19-002 – Williamson Act Contract No. 7107, Ag Preserve No. 2253, located at 6987 Avenue 404, on the south side of Avenue 404, between Road 64 and Road 74, south of Dinuba; (APN: 029-150-040) (Elizabeth Arreola) (2.88 acres to be Non-Renewed as a condition of PPM 19-005) (15.85 acres are subject to contract amendment).

WAN 19-003 – Williamson Act Contract 6700, Ag. Preserve No. 2208, on property located on the southwest corner of Avenue 160 and Road 140, northeast of Tipton; (APN: 232-140-004) (Bosma Dairy North) (2.62 acres to be Non-Renewed as a condition of PPM 19-004) (316.59± acres are subject to contract amendment).

WAN 19-004 – Williamson Act Contract 7175, Ag. Preserve No. 2526, on property located on the southwest corner of Avenue 92 and Road 244, southeast of Terra Bella; (APN: 320-200-075) (Judy P. Hunsaker & Edward B. and Janet M. Hunsaker) (0.49± acres to be Non-Renewed as a condition of PLA

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

DATE: April 30, 2019

18-029) (88.74 acres are subject to contract amendment).

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

SUMMARY:

Three (3) Notices of Partial Non-Renewal of Williamson Act Contracts have been received pursuant to Government Code Section 51245 (Williamson Act). The notices were filed to meet conditions of approval for two tentative parcel maps and one lot line adjustment. The notices will affect 5.99 acres. The amended Land Conservation Contracts will affect a total of ±321.18 acres.

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

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

FISCAL IMPACT/FINANCING:

In 2011 approval of Senate Bill 80 (Chapter 11, Statutes of 2011) eliminated all state subvention payments to eligible counties and cities. Therefore, the current impact to the General Fund will be a decrease of \$0 in annual State subvention revenue from the removal of 5.99 acres of Williamson Act contracted lands. However, increased property taxes on contracts in Non-Renewal will increase revenue to the County.

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

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

DATE: April 30, 2019

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 will be authorized to recapture 10% of the participating landowners' property tax savings. Previously, this program was valid until January 1, 2016; however, it has been incorporated into the Williamson Act Statute and currently has no termination date. The applicants pay filing fees of \$493 to process the partial Non-Renewal applications. Applicants for Land Conservation Contract Amendments without Partial Non-Renewals are not currently charged a filing fee. There is currently no applicant fee for staff time involved in preparing amended Williamson Act contracts.


LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

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

ADMINISTRATIVE SIGN-OFF:



Michael Washam
Associate Director



Reed Schenke, P. E.,
Director

cc: County Administrative Office

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

1. WAN 19-002 – Arreola
2. WAN 19-003 – Bosma Dairy North
3. WAN 09-004 – Hunsaker

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

IN THE MATTER OF PARTIAL NON-RENEWALS OF AGRICULTURAL PRESERVE CONTRACTS AND LAND CONSERVATION CONTRACT AMENDMENTS)
) Resolution No. _____
)
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD APRIL 30, 2019, 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 Notices of Partial Non-Renewal for the following three (3) Land Conservation Contracts, as provided in the Williamson Act. The request fulfills conditions resulting from two (2) Tentative Parcel Maps and one (1) Lot Line Adjustment:
WAN 19-002 – Williamson Act Contract No. 7107, Ag Preserve No. 2253, located at 6987 Avenue 404, on the south side of Avenue 404, between Road 64 and Road 74, south of Dinuba; (APN: 029-150-040) (Elizabeth Arreola) (2.88 acres to be Non-Renewed as a condition of PPM 19-005) (15.85 acres are subject to contract amendment).
WAN 19-003 – Williamson Act Contract 6700, Ag. Preserve No. 2208, on property located on the southwest corner of Avenue 160 and Road 140, northeast of Tipton; (APN: 232-140-004) (Bosma Dairy North) (2.62 acres to be Non-Renewed as a condition of PPM 19-004) (316.59± acres are subject to contract amendment).
WAN 19-004 – Williamson Act Contract 7175, Ag. Preserve No. 2526, on property located on the southwest corner of Avenue 92 and Road 244, southeast of Terra Bella; (APN: 320-200-075) (Judy P. Hunsaker & Edward B. and Janet M. Hunsaker) (0.49± acres to be Non-Renewed as a condition of PLA 18-029) (88.74 acres are subject to contract amendment).
2. Approved the execution of amendments to the Land Conservation Contracts as conditions of approval for the aforementioned Partial Non-Renewals; and
3. Authorized the Chairman to sign the amendments to the Williamson Act Contracts.

Attachment 1

Attachments for WAN 19-002 (Arreola)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 7107A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 19-002

RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

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

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT

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

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2020. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A" and illustrated as "Exhibit B." I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s) 029-150-040

Acreage Size 2.88 acres if applicable: Condition of Approval of Planning Project No. NA PPM 19-005 ^{X (Portion)}

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)

Candido Arreola 559-591-0141

Elizabeth Arreola 559-591-0141

6987 Ave 404 Dinuba, Ca. 93618

6987 Ave 404 Dinuba, Ca. 93618

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

Candido Arreola

Elizabeth Arreola

"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 L.M. Launer February 11, 2019 before me,

L.M. Launer a Notary Public
in and for said County and State, personally appeared (printed names) :

Candido Arreola

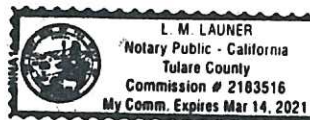
Elizabeth Arreola

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/hers/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 L.M. Launer

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

(Below For Official Use Only)

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

Agricultural Preserve No. _____

Land Conservation Contract No. _____

Recorded on (Date) _____ as Document No. _____

Name(s) of Original/Contract Owner(s) _____

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 Lot 43 and 44 of Ascutney Colony, in the County of Tulare, State of California, as per map recorded in Book 2, Page 105 of Maps recorded in the Office of the County Recorder said lots being located in the Southeast quarter of Section 24, Township 16 South, Range 23 East, Mount Diablo Meridian, County of Tulare, State of California, described as follows:

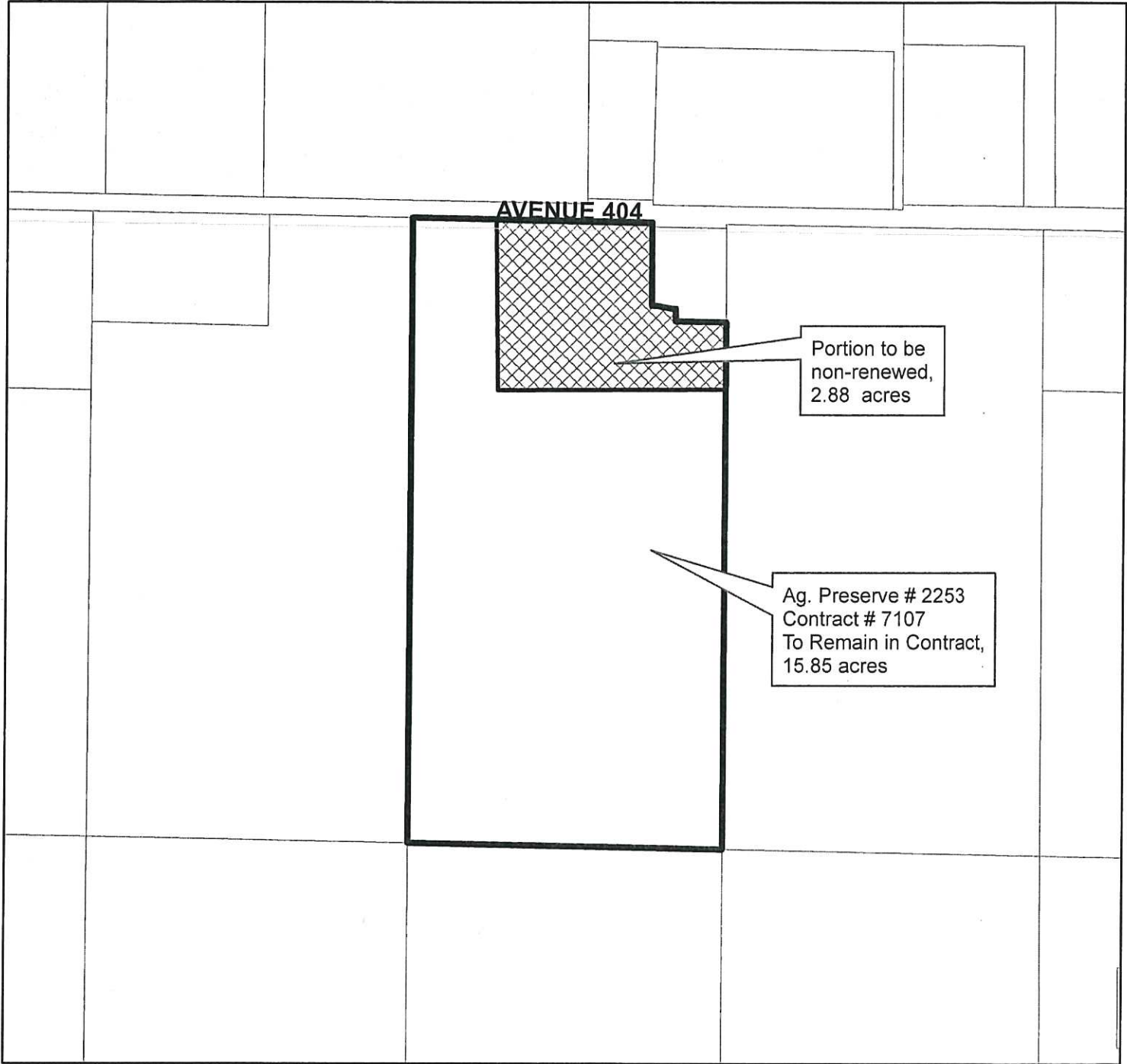
Commencing at the Center of said Section 24; thence South $89^{\circ}17'20''$ East along the north line of said Southeast quarter, also being the centerline of Avenue 404, a distance of 1298.74 feet to the intersection with the northerly extension of the east line of said Lot 44; thence South $00^{\circ}09'17''$ West along said extension a distance of 20 feet to the south right of way of said Avenue 404 and the northeast corner of said Lot 44 and the True Point of Beginning; thence continuing South $00^{\circ}09'17''$ West along the east line of said Lot 44 a distance of 325.86 feet; thence North $89^{\circ}17'20''$ West parallel with the north line of said Southeast quarter a distance of 474.69 feet; thence North $00^{\circ}14'10''$ East a distance of 325.85 feet to the south right of way of said Avenue 404 and the north line of said Lot 44; thence South $89^{\circ}17'20''$ East along said south right of way and north line of said Lot 44 a distance of 474.22 feet to the True Point of Beginning.

EXCEPTING that portion of Lot 44 described as beginning at the Northeast corner of Lot 44; thence South along the East line of Lot 44, a distance of 207.00 feet; thence West parallel with the North line of Lot 44 a distance of 103.00 feet; thence North parallel with said East line 35.00 feet; thence West parallel with said North line, a distance of 45.00 feet; thence North parallel with said East line a distance of 172.00 feet to a point in said North line; thence East along said North line a distance of 148.00 feet to the Point of Beginning.



Exhibit "B"

Land in Amended Contract # 7107 Agricultural Preserve # 2253



Owner: Candido & Elizabeth Arreola
 Address: 6987 Avenue 404
 City, State, ZIP: Dinuba, CA 93618
 Applicant: same
 Agent: Forester, Weber & Associates, LLC
 Supervisorial District: 4
 Assessors Parcel: 029-150-040

Ref: PNR 00-000



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. 2253
12 RESOLUTION NO. _____

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 7107
17 RECORDED ON _____ AS DOCUMENT NO. _____
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 7107A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Tentative Parcel Map No. PPM 19-002
23 Application for APN No. 029-150-040, as of this _____ day of
24 _____, 2019, by and between Candido and Elizabeth
25 Arreola hereinafter referred to as the "Owner", and the COUNTY of
26 TULARE, hereinafter referred to as the "County";

27
28 WITNESSETH
29

30 WHEREAS, the Owner owns real property in the County of Tulare, State of
31 California, under Land Conservation Contract No. 7107 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 029-150-040 with legal
33 description as described in Exhibit A and illustrated in Exhibit B.

34 WHEREAS this contract amendment applies only to the owners of the Subject
35 Property: A.P.N. No(s). 029-150-040

1 1. This Amendment to Land Conservation Contract Number 7107 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. 7107 A, regarding land owned by Owner, shall terminate with no
6 continuing contractual rights of any kind; provided, however, that the owner may apply
7 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
8 may be provided by law.

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

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

15
16 Candido Arreola, 6987 Avenue 404, Dinuba, CA 93618
17 Elizabeth Arreola, 6987 Avenue 404, Dinuba, Ca 93618
18 _____
19 _____
20 _____

21
22 * * *
23
24

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

1 **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
16 **STATE OF CALIFORNIA)**
17 **) ss.**
18 **COUNTY OF TULARE)**

19
20 On _____ before me, _____ a
21 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,
22 personally appeared _____ who proved to me on the
23 basis of satisfactory evidence to be the person whose name is subscribed to the within
24 instrument and acknowledged to me that he/she executed the same in his/her authorized
25 capacity, and that by his/her signature on the instrument the person, or the entity upon
26 behalf of which the person acted, executed the instrument.

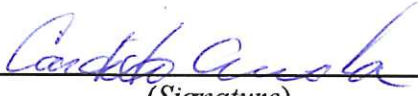

27
28 **I certify under PENALTY OF PERJURY under the laws of the State of California**
29 **that the foregoing paragraph is true and correct.**

30
31 **WITNESS my hand and official seal.**

32
33 _____
34 **Signature of Notary Public County and State**
35

36 Attachment
37
38
39

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

<u>OWNER(S)</u>	
Candido Arreola <i>(Print Name)</i>	 <i>(Signature)</i>
Elizabeth Arreola	 <i>(Signature)</i>
_____	_____
_____	_____

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 _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

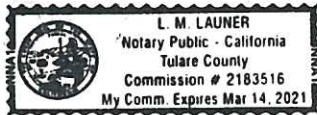
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Tulare)
On February 13, 2019 before me, L.M. Launer,
Date Here Insert Name and Title of the Officer
personally appeared Candido Arreola
Name(s) of Signer(s)
NA

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 L.M. Launer
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

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 February 13, 2019 before me, L. M. Launer,
Date Here Insert Name and Title of the Officer

personally appeared Elizabeth Arreola
Name(s) of Signer(s)

N/A

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 L. M. Launer
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is 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: _____ 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 or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

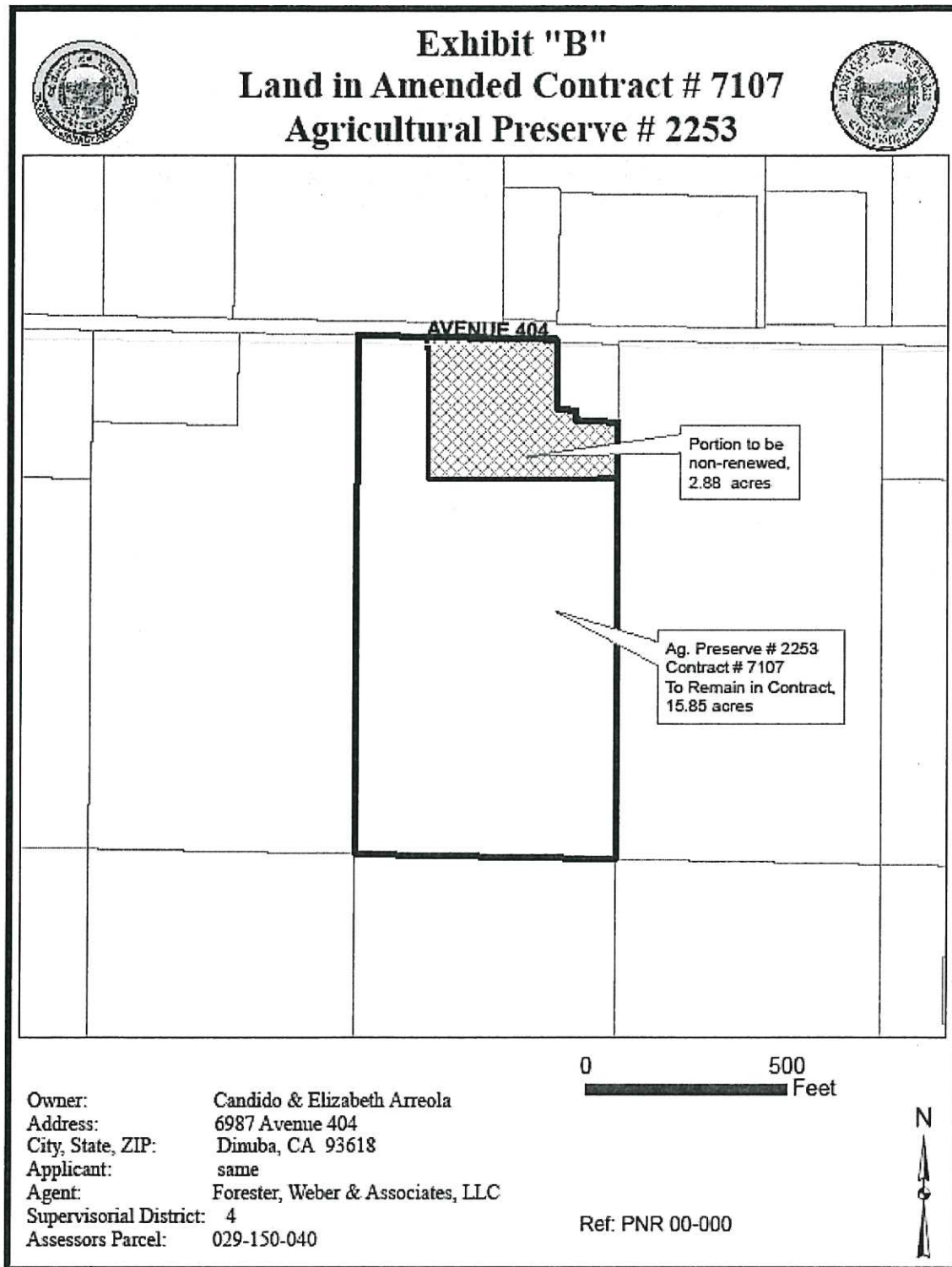
4 Lot 43 and 44 of Ascutney Colony, in the County of Tulare, State of California, as
5 per map recorded in Book 2, Page 105 of Maps recorded in the Office of the
6 County Recorder said lots being located in the Southeast quarter of Section 24,
7 Township 16 South, Range 23 East, Mount Diablo Meridian, County of Tulare,
8 State of California.

9
10 EXCEPTING therefrom that portion of Lot 43 and 44 of Ascutney Colony, in the
11 County of Tulare, State of California, as per map recorded in Book 2, Page 105 of
12 Maps recorded in the Office of the County Recorder said lots being located in the
13 Southeast quarter of Section 24, Township 16 South, Range 23 East, Mount
14 Diablo Meridian, County of Tulare, State of California, described as follows:

15
16 Commencing at the Center of said Section 24; thence South 89°17'20" East along
17 the north line of said Southeast quarter, also being the centerline of Avenue 404, a
18 distance of 1298.74 feet to the intersection with the northerly extension of the east
19 line of said Lot 44; thence South 00°09'17" West along said extension a distance
20 of 20 feet to the south right of way of said Avenue 404 and the northeast corner of
21 said Lot 44 and the True Point of Beginning; thence continuing South 00°09'17"
22 West along the east line of said Lot 44 a distance of 325.86 feet; thence North
23 89°17'20" West parallel with the north line of said Southeast quarter a distance of
24 474.69 feet; thence North 00°14'10" East a distance of 325.85 feet to the south
25 right of way of said Avenue 404 and the north line of said Lot 44; thence South
26 89°17'20" East along said south right of way and north line of said Lot 44 a
27 distance of 474.22 feet to the True Point of Beginning.
28

1 **EXHIBIT B**
2

ILLUSTRATIVE MAP OF SUBJECT PROPERTY



Attachment 2

Attachments for WAN 19-003 (Bosma)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 6700A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 19-003
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

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

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT

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

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, _____. 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). 232-140-011 (Portion)

Acreage Size 2.62 ACRES if applicable: Condition of Approval of Planning Project No. PPM 19-004

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)

Bosma Dairy North, a California General Partnership
13805 Avenue 160, Tipton, CA 93272

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

[Signature] Partner
SIGNATURE TITLE

"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 JANUARY 31, 2019 before me,

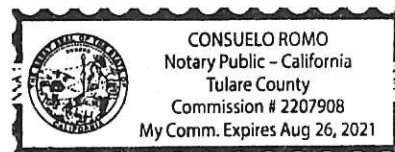
Consuelo Romo a Notary Public

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

JAKE BOSMA

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 Consuelo Romo
Attachments: Exhibit A: Legal Description, Exhibit B: Map



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

(Below For Official Use Only)

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

Agricultural Preserve No. 2208

Land Conservation Contract No. 6700

Recorded on (Date) 10/29/1971 as Document No. 1971-42378

Name(s) of Original/Contract Owner(s) Gladys L. Cooper

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

Nonrenewal on _____ by Resolution No. _____.

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

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

STATE OF CALIFORNIA)
COUNTY OF TULARE)

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

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

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

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

Signature: _____
Deputy Clerk

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

DATE: _____

“Exhibit A”

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

PARCEL 1

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

Commencing for reference at the North quarter corner of said Section 28; Thence N89°54'36"E along the North line of said Northeast quarter, a distance of 568.00 feet; Thence S0°05'24"E perpendicular to the aforementioned lined, a distance of 400.00 feet to the True Point of Beginning;

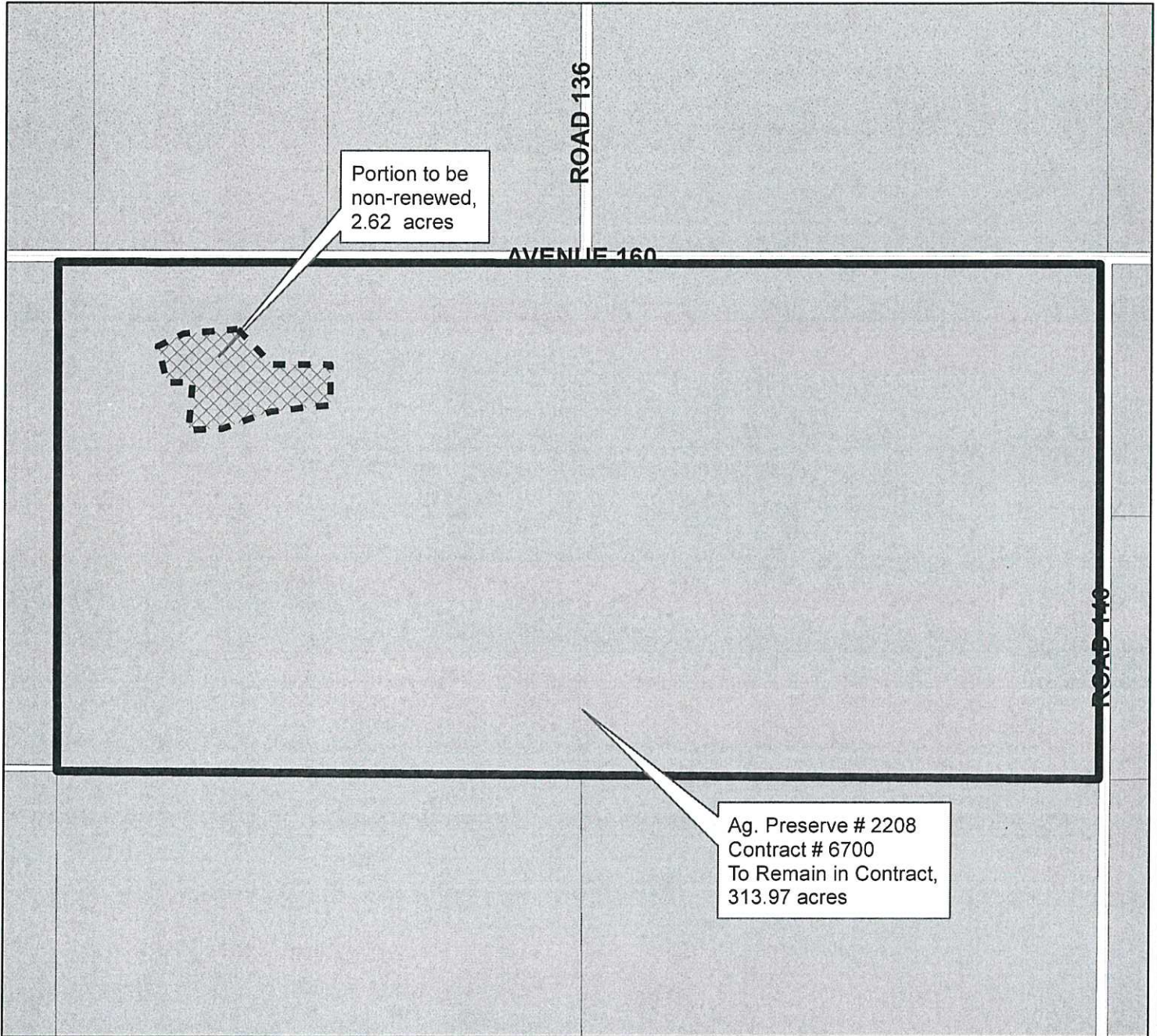
Thence S54°31'01"E, a distance of 28.01 feet
Thence S49°49'56"E, a distance of 210.00 feet;
Thence N89°54'36"E, a distance of 115.00 feet;
Thence S6°25'46"E, a distance of 90.00 feet;
Thence S76°49'02"W, a distance of 160.00 feet;
Thence S64°43'55"W, a distance of 130.00 feet;
Thence S89°54'36"W, a distance of 145.00 feet;
Thence N3°13'09"W, a distance of 200.03 feet;
Thence N85°49'07"W, a distance of 110.00 feet;
Thence N36°37'41"W, a distance of 100.00 feet;
Thence N46°43'00"E, a distance of 60.00 feet;
Thence N69°40'48"E, a distance of 40.00 feet;
Thence N84°23'02"E, a distance of 30.00 feet;
Thence S87°02'50"E, a distance of 41.83 feet;
Thence S85°35'22"E, a distance of 138.18 feet to the True Point of Beginning.



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal

No. WAN 19-003



Owner: Bosma Dairy, a California General Partnership
 Address: 13805 Avenue 160
 City, State, ZIP: Tipton, CA 93272
 Applicant: Jake Bosma
 Agent: Neil Zerlang-Land Surveyor
 Supervisorial District: 2
 Assessor's Parcel: 232-140-011



- 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. 2208
12 RESOLUTION NO. 71-3904

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO

16 LAND CONSERVATION CONTRACT NO. 6700
17 RECORDED ON Oct. 29, 1971 AS DOCUMENT NO. 1971-43278
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 6700A, RESOLUTION NO. _____, is
22 made and entered into as a result of a Partial Non-Renewal (WAN 19-003) Application for
23 APN No. 232-140-011, as of this _____ day of _____,
24 20____, by and between Bosma Dairy North, a California General Partnership, formerly
25 known as Bosma Dairy, by Jake J. Bosma, as General Partner, hereinafter referred to as the
26 "Owner(s)", and the COUNTY of TULARE, hereinafter referred to as the "County";

27 WITNESSETH

28 WHEREAS, the Owner owns real property in the County of Tulare, State of
29 California, under Land Conservation Contract No. 6700 hereinafter referred to as "Subject
30 Property", which is described for A.P.N. No(s). 232-140-011 with legal description as
31 described in Exhibit A and illustrated in Exhibit B.

32 WHEREAS this contract amendment applies only to the owner of the Subject
33 Property: A.P.N. No(s). 232-140-011;

34 WHEREAS, the original Land Conservation Contract was entered into pursuant to
35 the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an

1 enforceable restriction under the provisions of Section 421 et seq. of the State Revenue and
2 Taxation Code;

3 WHEREAS, the Owner has applied for a Partial Non-Renewal (WAN 19-003) of
4 said Land Conservation Contract Number 6700 in regards to all or a portion the Subject
5 Property APN # 232-140-011 to satisfy the conditions set forth as a Condition of Approval
6 of Project Number (if applicable) PPM 19-004, owner's application for a Tentative Parcel
7 Map.

8 WHEREAS, the County in consideration for granting the Tentative Parcel Map,
9 desires to amend Land Conservation Contract Number 6700 in regards to the land owned
10 by the Owner to include a provision which states that the original contract and that portion
11 subject to the project, will continue to be in full force and effect, subject to the express
12 condition that funds be annually appropriated by the State of California, and that annual
13 payments continue to be made to the County by the State Controller, under the provisions
14 of the Open Space Subvention Act (California Government Code section 16140, et. seq.),
15 and that if said funds are not appropriated or dispersed the County may terminate the
16 Contract in regards to the land owned by Owner and declare it null and void.

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

19 NOW, THEREFORE, IT IS AGREED as follows:

20 1. This Amendment to Land Conservation Contract Number 6700 is entered
21 into pursuant to the Williamson Act and all of the provisions of said Act, including any
22 amendments hereafter enacted, are hereby incorporated by reference and made a part of
23 this Contract as if fully set forth herein.

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

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

12 4. This Land Conservation Contract is made expressly conditioned upon the
13 State's continued compliance with the provisions of the Open Space Subvention Act. If in
14 any year the State fails to make any of the subvention payments to the County required
15 under the provision of the Open Space Subvention Act, then this Contract, at the option of,
16 and in the sole and absolute discretion of the County, may be terminated by the County and
17 declared null and void. The State's failure to make such payments may be due to non-
18 appropriation of funds by the Legislature, failure to disburse appropriated funds,
19 amendment or repeal of the applicable provisions of the Open Space Subvention Act, or
20 by any other cause whatsoever. The County may exercise its option to declare the Contract
21 null and void by delivering notice to the Department of Conservation, Division
22 of Land Resource Protection, Owners or successors or assigns, and by recording such
23 notice in the Official Records of Tulare County. This Amended Land Conservation

1 Contract No. 6700A, regarding land owned by Owner, shall terminate with no continuing
2 contractual rights of any kind; provided, however, that the owners may apply for a new
3 Land Conservation Contract or Farmland Security Zone Contract as otherwise may be
4 provided by law.

5 5. Any notices required to be given to the County under this Amendment to
6 Land Conservation Contract shall be delivered to the Clerk of the Board of Supervisors of
7 the County, and any notices to be given to the Owners shall be mailed to the following
8 name(s) and address(es):

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

11 Jake J. Bosma, General Partner of Bosma Dairy North; 13805 Avenue 160, Tipton CA

12 93272; (559) 909-0349.


13 * * *

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

18
19
20
21 **IN WITNESS WHEREOF, the parties have executed this Contract (signature of each**
22 **current owner, witnessed by below-named Notary Public):**

23
24 OWNER(S)

25 Jake J. Bosma, General Partner of
26 Bosma Dairy North



(signature)

27
28

1
2
3 "A notary public or other officer completing this certificate verifies only the identity of the individual who
4 signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of
5 that document."
6

7 STATE OF CALIFORNIA
8 COUNTY OF TULARE } s. s.
9

10 On 01/31/19 before me, Consuelo Romo a Notary Public
11 in and for said County and State, personally appeared (printed names) :
12

13 Jake J. Bosma
14

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

20 I certify under PENALTY OF PERJURY under the laws of the State of California that the
21 foregoing paragraph is true and correct.
22

23 WITNESS my hand and official seal

24 Signature Consuelo Romo
25
26



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

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

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

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

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

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

39 Attachment

EXHIBIT NO. A

BOSMA DAIRY NORTH – WAIVERED PARCEL MAP LEGAL DESCRIPTIONS

PARCEL 1

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

Commencing for reference at the North quarter corner of said Section 28; Thence N89°54'36"E along the North line of said Northeast quarter, a distance of 568.00 feet; Thence S0°05'24"E perpendicular to the aforementioned lined, a distance of 400.00 feet to the True Point of Beginning; Thence S54°31'01"E, a distance of 28.01 feet
Thence S49°49'56"E, a distance of 210.00 feet;
Thence N89°54'36"E, a distance of 115.00 feet;
Thence S6°25'46"E, a distance of 90.00 feet;
Thence S76°49'02"W, a distance of 160.00 feet;
Thence S64°43'55"W, a distance of 130.00 feet;
Thence S89°54'36"W, a distance of 145.00 feet;
Thence N3°13'09"W, a distance of 200.03 feet;
Thence N85°49'07"W, a distance of 110.00 feet;
Thence N36°37'41"W, a distance of 100.00 feet;
Thence N46°43'00"E, a distance of 60.00 feet;
Thence N69°40'48"E, a distance of 40.00 feet;
Thence N84°23'02"E, a distance of 30.00 feet;
Thence S87°02'50"E, a distance of 41.83 feet;
Thence S85°35'22"E, a distance of 138.18 feet to the True Point of Beginning.

TOGETHER WITH a pond, utility and access easement described as follows:

Commencing for reference at the North quarter corner of said Section 28; Thence N89°54'36"E along the North line of said Northeast quarter, a distance of 568.00 feet; Thence S0°05'24"E perpendicular to the aforementioned lined, a distance of 400.00 feet;
Thence S54°31'01"E, a distance of 28.01 feet
Thence S49°49'56"E, a distance of 210.00 feet;
Thence N89°54'36"E, a distance of 115.00 feet;
Thence S6°25'46"E, a distance of 90.00 feet;
Thence S76°49'02"W, a distance of 160.00 feet;
Thence S64°43'55"W, a distance of 130.00 feet;
Thence S89°54'36"W, a distance of 145.00 feet to the True point of Beginning of the Easement being described;
Thence N3°13'09"W, a distance of 200.03 feet;
Thence N85°49'07"W, a distance of 110.00 feet;
Thence N36°37'41"W, a distance of 100.00 feet;
Thence S73°51'51"W, a distance of 60.00 feet;
Thence S88°30'48"W, a distance of 123.42 feet;

Thence N76°58'10"W, a distance of 100.00 feet to a point on the West line of said Northeast quarter;
Thence S0°03'09"W along said West line, a distance of 287.49 feet;
Thence departing from said West line N71°20'45"E, a distance of 60.00 feet;
Thence N89°54'36"E, a distance of 294.86 feet;
Thence S78°01'16"E, a distance of 110.00 feet to the True Point of Beginning of the Easement being described.

ALSO TOGETHER WITH an access and public utility easement 20.00 feet in width, the centerline of which is described as follows:

Commencing for reference at the North quarter corner of said Section 28; Thence N89°54'36"E along the North line of said Northeast quarter, a distance of 568.00 feet to the Point of Beginning of the centerline being described; Thence S0°05'24"E perpendicular to the aforementioned lined, a distance of 400.00 feet to the Terminus of the centerline being described. The side lines of said easement shall be extended or foreshortened to coincide with property boundaries.

ALSO TOGETHER WITH an easement and rights to a domestic well and pipeline described as follows:

Commencing for reference at the North quarter corner of said Section 28; Thence N89°54'36"E along the North line of said Northeast quarter, a distance of 568.00 feet; Thence S0°05'24"E perpendicular to the aforementioned lined, a distance of 400.00 feet;
Thence S54°31'01"E, a distance of 28.01 feet
Thence S49°49'56"E, a distance of 210.00 feet;
Thence N89°54'36"E, a distance of 115.00 feet;
Thence S6°25'46"E, a distance of 90.00 feet to the True Point of Beginning of the easement being described; Thence Southeasterly, along an existing roadway and slough, a distance of 2050 feet to a domestic well located approximately 1000 feet South and 240 feet East of the Northeast corner of said Section 28.

PARCEL 2

THE NORTHWEST QUARTER OF SECTION 27, AND THE NORTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 21 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM the following described parcel:

Commencing for reference at the North quarter corner of said Section 28; Thence N89°54'36"E along the North line of said Northeast quarter, a distance of 568.00 feet; Thence S0°05'24"E perpendicular to the aforementioned lined, a distance of 400.00 feet to the True Point of Beginning;
Thence S54°31'01"E, a distance of 28.01 feet
Thence S49°49'56"E, a distance of 210.00 feet;
Thence N89°54'36"E, a distance of 115.00 feet;
Thence S6°25'46"E, a distance of 90.00 feet;
Thence S76°49'02"W, a distance of 160.00 feet;
Thence S64°43'55"W, a distance of 130.00 feet;

Thence S89°54'36"W, a distance of 145.00 feet;
Thence N3°13'09"W, a distance of 200.03 feet;
Thence N85°49'07"W, a distance of 110.00 feet;
Thence N36°37'41"W, a distance of 100.00 feet;
Thence N46°43'00"E, a distance of 60.00 feet;
Thence N69°40'48"E, a distance of 40.00 feet;
Thence N84°23'02"E, a distance of 30.00 feet;
Thence S87°02'50"E, a distance of 41.83 feet;
Thence S85°35'22"E, a distance of 138.18 feet to the True Point of Beginning.

SUBJECT TO a pond, utility and access easement described as follows:

Commencing for reference at the North quarter corner of said Section 28; Thence N89°54'36"E along the North line of said Northeast quarter, a distance of 568.00 feet; Thence S0°05'24"E perpendicular to the aforementioned lined, a distance of 400.00 feet;
Thence S54°31'01"E, a distance of 28.01 feet
Thence S49°49'56"E, a distance of 210.00 feet;
Thence N89°54'36"E, a distance of 115.00 feet;
Thence S6°25'46"E, a distance of 90.00 feet;
Thence S76°49'02"W, a distance of 160.00 feet;
Thence S64°43'55"W, a distance of 130.00 feet;
Thence S89°54'36"W, a distance of 145.00 feet to the True point of Beginning of the Easement being described;
Thence N3°13'09"W, a distance of 200.03 feet;
Thence N85°49'07"W, a distance of 110.00 feet;
Thence N36°37'41"W, a distance of 100.00 feet;
Thence S73°51'51"W, a distance of 60.00 feet;
Thence S88°30'48"W, a distance of 123.42 feet;
Thence N76°58'10"W, a distance of 100.00 feet to a point on the West line of said Northeast quarter;
Thence S0°03'09"W along said West line, a distance of 287.49 feet;
Thence departing from said West line N71°20'45"E, a distance of 60.00 feet;
Thence N89°54'36"E, a distance of 294.86 feet;
Thence S78°01'16"E, a distance of 110.00 feet to the True Point of Beginning of the Easement being described.

ALSO SUBJECT TO an access and public utility easement 20.00 feet in width, the centerline of which is described as follows:

Commencing for reference at the North quarter corner of said Section 28; Thence N89°54'36"E along the North line of said Northeast quarter, a distance of 568.00 feet to the Point of Beginning of the centerline being described; Thence S0°05'24"E perpendicular to the aforementioned lined, a distance of 400.00 feet to the Terminus of the centerline being described. The side lines of said easement shall be extended or foreshortened to coincide with property boundaries.

ALSO SUBJECT TO an easement and rights to a domestic well and pipeline described as follows:

Commencing for reference at the North quarter corner of said Section 28; Thence N89°54'36"E along the North line of said Northeast quarter, a distance of 568.00 feet; Thence S0°05'24"E perpendicular to the aforementioned lined, a distance of 400.00 feet;
Thence S54°31'01"E, a distance of 28.01 feet

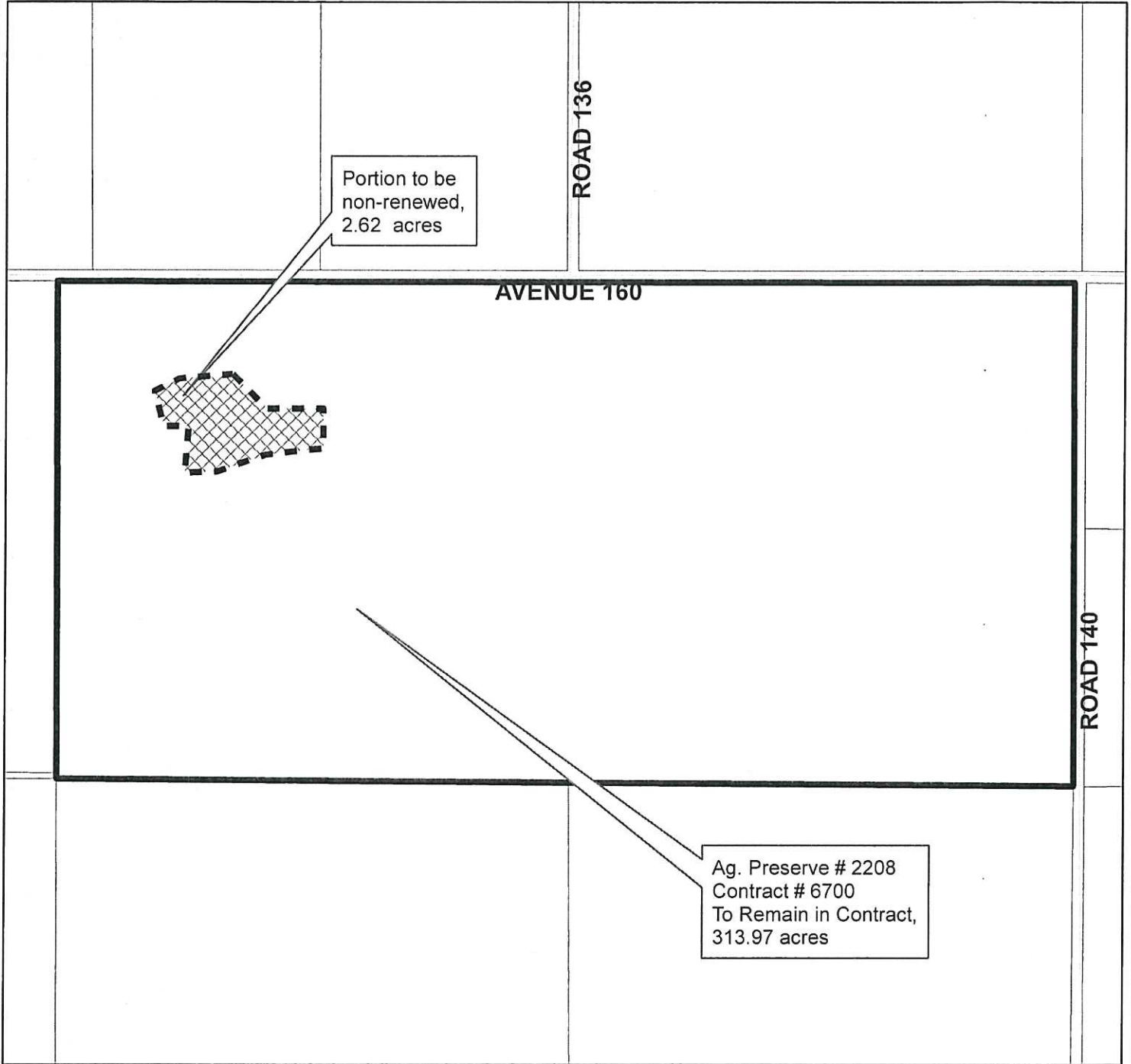
Thence S49°49'56"E, a distance of 210.00 feet;
Thence N89°54'36"E, a distance of 115.00 feet;
Thence S6°25'46"E, a distance of 90.00 feet to the True Point of Beginning of the easement being described; Thence Southeasterly, along an existing roadway and slough, a distance of 2050 feet to a domestic well located approximately 1000 feet South and 240 feet East of the Northeast corner of said Section 28.



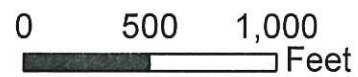
Exhibit "B"

Land in Amended Contract # 6700

Agricultural Preserve # 2208



Owner: Bosma Dairy, a California General Partnership
 Address: 13805 Avenue 160
 City, State, ZIP: Tipton, CA 93272
 Applicant: Jake Bosma
 Agent: Neil Zerlang-Land Surveyor
 Supervisorial District: 2
 Assessors Parcel: 232-140-011



Attachment No. 3

Attachments for WAN 19-004 (Hunsaker)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 7175A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 19-004
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

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

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT

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

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2010. 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). 320-200-075 (Portion)
Acreage Size 0.49 AC. if applicable: Condition of Approval of Planning Project No. PLA18-029

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

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

Edward B. Hunsaker, Trustee P.O. Box 194, Orosi, CA 93647
Janet M. Hunsaker, Trustee Tele: 559-528-3103

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

Edward B. Hunsaker
Janet M. Hunsaker

"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."

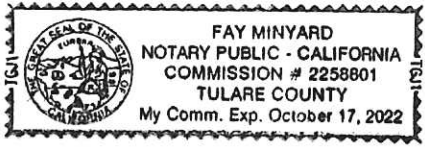
STATE OF CALIFORNIA, COUNTY OF Tulare } S. S.

On February 14, 2019 before me,
Fay Minyard a Notary Public
in and for said County and State, personally appeared (printed names) :
Edward B. Hunsaker and Janet M. Hunsaker

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 Fay Minyard
Attachments: Exhibit A: Legal Description, Exhibit B: Map



WAN 19-004
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

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

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT

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

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2020. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A" and illustrated as "Exhibit B." I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 320-200-075 (Portion)
Acreage Size 0.49 AC. if applicable: Condition of Approval of Planning Project No. PLA 18-029

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

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

Judy P. Hunsaker

P.O. Box 194, Orosi, CA 93647

Judy P. Hunsaker

Tele: 559-528-3103

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

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

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

On February 21, 2019 before me,

Fay Minyard a Notary Public

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

Judy P. Hunsaker

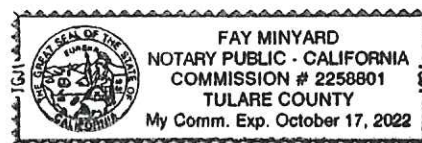
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Fay Minyard

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

(Below For Official Use Only)

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

Agricultural Preserve No. 2529
Land Conservation Contract No. 7175
Recorded on (Date) February 11, 1972 as Document No. 1972-0005810
Name(s) of Original/Contract Owner(s) LOYD K HUNSAKER, Administer for the estate of KATE HUNSAKER, Deceased

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: _____ (2017)

“Exhibit A”

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

PARCEL: (APN 320-200-075, Portion)

That portion of the SW1/4 of Section 2, Township 23 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, more particularly described as follows:

Commencing at the northeast corner of the W1/2 of the W1/2 of said SW1/4;
Thence South 89°38'06" East 507.83 feet along the north line of said SW1/4 to the TRUE POINT OF BEGINNING;
Thence continuing South 89°38'06" East 35.24 feet along the north line of said SW1/4;
Thence South 0°32'39" East 290.00 feet;
Thence South 89°38'06" East 250.00 feet;
Thence South 0°32'39" East 34.95 feet;
Thence South 86°44'56" West 276.66 feet;
Thence North 00°59'33" West 342.49 feet to the POINT OF BEGINNING.

CONTAINING 0.49 ACRES, MORE OR LESS.

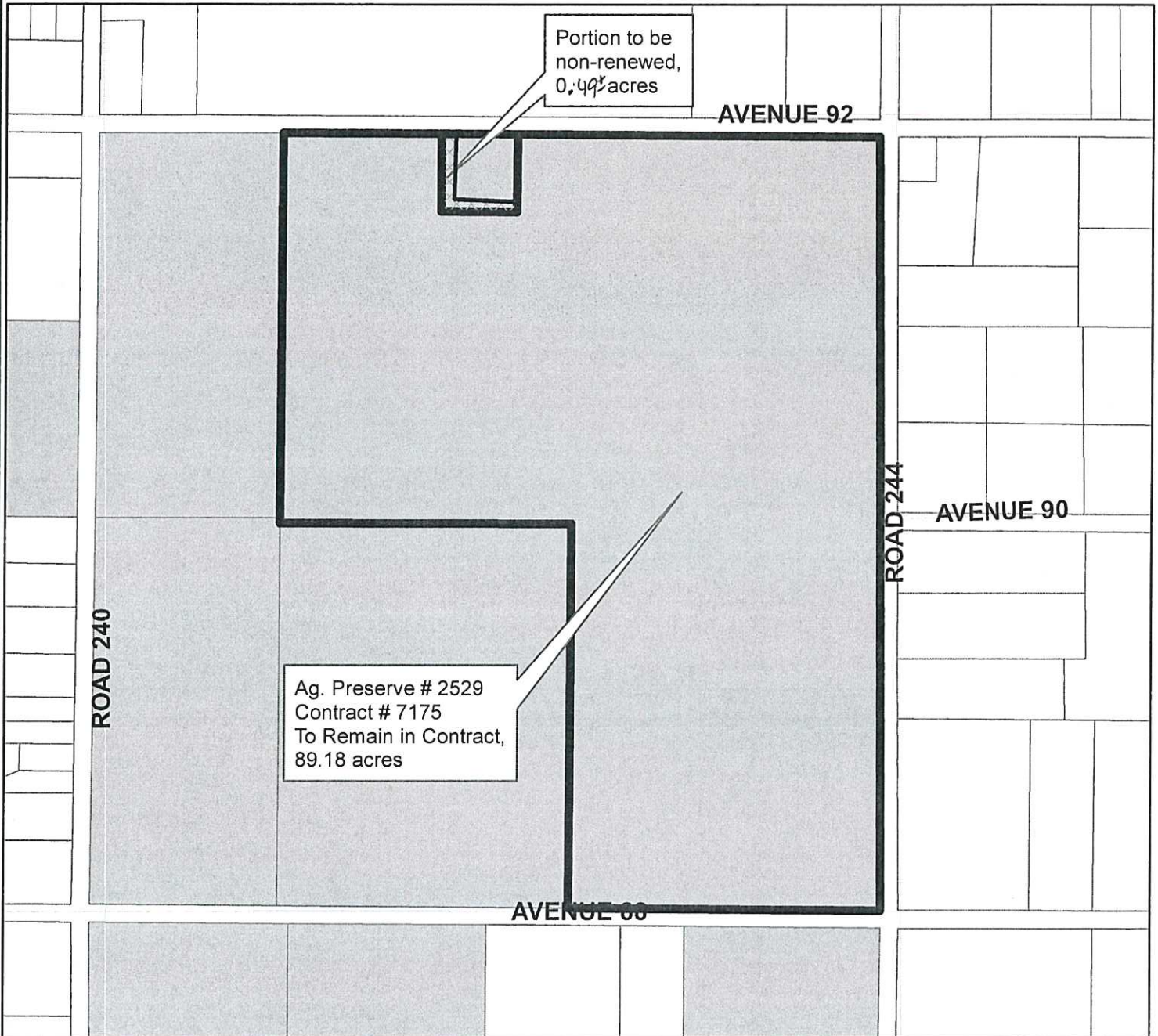
SEE EXHIBIT 'B' ATTACHED HERETO.



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal

No. WAN 19 -004



Owner 1:	Judy P. Hunsaker
Address 1:	24209 Avenue 92
City, State, ZIP 1:	Terra Bella, CA 93270
Owner 2:	Edward B. & Janet M. Hunsaker
Address 2:	P. O. Box 194
City, State, ZIP: 2;	Orosi, CA 93644
Applicant:	same
Agent:	Lane Engineers, Incorporated
Supervisory District:	5
Assessors Parcel:	320-200- -075



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

