



**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: September 10, 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) Lot Line Adjustments and one (1) Tentative Parcel Map:

WAN 17-024 – Williamson Act Contract No. 10674, Ag Preserve No. 1738, located at 36713 Road 196, on the west side of Road 196, approximately 473 feet south of Avenue 368, north of Woodlake; (APN(s): 053-090-030 and 053-090-035) (Damon Robert Terstegge and Stephen D. Terstegge) (2.92 acres to be Non-Renewed as a condition of PLA 16-037) (12.52 acres are subject to contract amendment).

WAN 19-006 – Williamson Act Contract No. 7019, Ag. Preserve No. 2376, on property located at 19051 Road 276, on the east and west side of Road 276, approximately 2,980 feet south of Avenue 196, east of Strathmore; (APN: 255-110-003) (Brett William Hesse) (4.30 acres to be Non-Renewed as a condition of PPM 18-007) (600.40 acres are subject to contract amendment).

WAN 19-008 – Williamson Act Contract No. 16502, Ag. Preserve No. 4276, on property located at 10573 Avenue 384, on the south side of Avenue 384, approximately 1,295 feet west of Road 108, south of Dinuba; (APN: 047-020-049) (WMJ Farms, Incorporated) (.13± acres to be Non-Renewed as a condition of PLA 18-036) (76.46± acres are subject to contract amendment).

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

DATE: September 10, 2019

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 lot line adjustments and one tentative parcel map. The notices will affect 7.35 acres. The amended Land Conservation Contracts will affect a total of 689.38± 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 7.35 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.

The passage of AB 1265 in 2011 authorized counties that receive less than one-half of their foregone property tax revenue from the State Open Space Subvention Program to revise the term for Williamson Act Contracts from 10 years to nine, or from 20 years to 18 years, a 10 percent reduction in contract length, and a reduction

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of 10 percent of the property tax relief provided by counties to landowners pursuant to the Williamson Act. The policies of AB 1265 were implemented by Tulare County Board of Supervisors Resolution No. 2010-0926.

The applicants pay a flat fee of \$493 each to process Partial Non-Renewal applications. Applicants for amendments to Land Conservation Contracts, without a Partial Non-Renewal, are not currently charged a fee for the staff time involved for preparation of the contract amendment.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

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

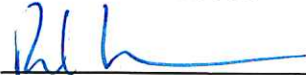
ADMINISTRATIVE SIGN-OFF:



Aaron R. Bock
Assistant Director



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 17-024 – Terstegge
2. WAN 19-006 – Hesse
3. WAN 19-008 – WMJ Farms, Inc.

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 SEPTEMBER 10, 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) Lot Line Adjustments and one (1) Tentative Parcel Map: **WAN 17-024** – Williamson Act Contract No. 10674, Ag Preserve No. 1738, located at 36713 Road 196, on the west side of Road 196, approximately 473 feet south of Avenue 368, north of Woodlake; (APN(s): 053-090-030 and 053-090-035) (Damon Robert Terstegge and Stephen D. Terstegge) (2.92 acres to be Non-Renewed as a condition of PLA 16-037) (12.52 acres are subject to contract amendment). **WAN 19-006** – Williamson Act Contract No. 7019, Ag. Preserve No. 2376, on property located at 19051 Road 276, on the east and west side of Road 276, approximately 2,980 feet south of Avenue 196, east of Strathmore; (APN: 255-110-003) (Brett William Hesse) (4.30 acres to be Non-Renewed as a condition of PPM 18-007) (600.40 acres are subject to contract amendment). **WAN 19-008** – Williamson Act Contract No. 16502, Ag. Preserve No. 4276, on property located at 10573 Avenue 384, on the south side of Avenue 384, approximately 1,295 feet west of Road 108, south of Dinuba; (APN: 047-020-049) (WMJ Farms, Incorporated) (.13± acres to be Non-Renewed as a condition of PLA 18-036) (76.46± 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 17-024 (Terstegge)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 10674A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN
PNR 17-024

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) 053-090-030 & 035 (Portion)

Acreage Size 2.92 acres if applicable: Condition of Approval of Planning Project No. PLA10-037

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)

Damon Robert Terstegge, 901-8149 36713 Road 196, Woodlake, CA 93286

Stephen D. Terstegge, (559)901-8149 53-652 Kamehameha Highway, HI 967

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

[Signature] 12-29-17
[Signature] 12-29-17

"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 December 29, 2017 before me,

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

Damon Robert Terstegge
and Stephen D. Terstegge

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 559-624-7100 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. 1738

Land Conservation Contract No. 10674

Recorded on (Date) December 30, 1977 as Document No. 1977-0072979

Name(s) of Original/Contract Owner(s) David and Pamela Terstegge

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)

WAD
PAR 17-024

“Exhibit A”

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

THAT PORTION OF THE SOUTH 215 FEET OF LOT 445, LOTS 449, 460, 463 AND THE NORTH HALF OF LOT 464 OF WEST WOODLAKE NO. 2, AS PER MAP RECORDED IN VOLUME 15, PAGE 16 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF TULARE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

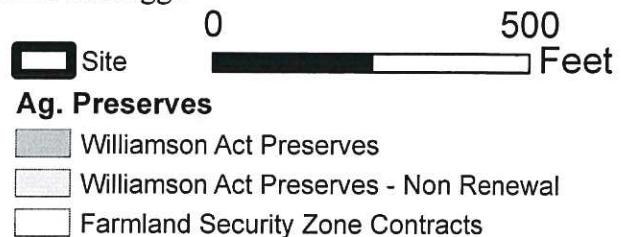
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 449, SAID CORNER BEING LOCATED 20 FEET WEST OF THE EAST LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN FOR THE PURPOSE OF THIS LEGAL DESCRIPTION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 449 AND 460, A DISTANCE OF 200.00 FEET; THENCE WEST, PARALLEL TO THE NORTH LINE OF SAID LOT 449, A DISTANCE OF 429.28 FEET; THENCE NORTH, PERPENDICULAR TO THE AFOREMENTIONED LINE 30.00 FEET; THENCE WEST, PARALLEL TO SAID NORTH LINE 20.00 FEET; THENCE SOUTH, PERPENDICULAR TO THE AFOREMENTIONED LINE 30.00 FEET; THENCE WEST, PARALLEL TO SAID NORTH LINE 189.70 FEET TO A POINT ON THE CENTERLINE OF THAT CERTAIN ROADWAY LYING BETWEEN AND ADJACENT TO SAID LOTS 463 AND 464; THENCE NORTH ALONG SAID CENTERLINE 200.00 FEET TO THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID LOT 449; THENCE EAST 638.76 FEET TO THE POINT OF BEGINNING.



Exhibit "B"
Ag. Preserve Map Non Renewal
For
WAN 17-024



Owner: Damon Robert Terstegge and Stephen D. Terstegge
 Address: 36713 Road 196
 City, State, ZIP: Woodlake, CA 93286
 Applicant: same
 Agent: Neil Zerlang- Land Surveyor
 Supervisorial District: 4
 Assessors Parcel: 053-090-030 & -035



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 Government
8 Code Section 6103)
9

10
11 AG PRESERVE NO. 1738
12 RESOLUTION NO. 1977-3279

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 10674
17 RECORDED ON DECEMBER 30, 1977 AS DOCUMENT NO. 1977-0072979
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 10674A, RESOLUTION
22 NO. _____, is made and entered into as a result of a Lot Line Adjustment
23 Application No. PLA 16-037 for APN(s) 053-090-030 and 053-090-035, as of this
24 _____ day of _____, 2019, by and between Damon Robert Terstegge &
25 Stephen D. Terstegge, 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. 10674 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s) 053-090-030 and 053-090-035
32 with legal description as described in Exhibit A and illustrated in Exhibit B.

33 WHEREAS this contract amendment applies only to the owner of the Subject
34 Property: A.P.N. No(s) 053-090-030 and 053-090-035;

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 10674 in regards to all or a portion of the Subject
7 Property for APN(s) 053-090-030 and 053-090-035 to satisfy the conditions set forth as
8 a Condition of Approval of Project Number (if applicable) PLA 16-037 owner's
9 application for a Lot Line Adjustment;

10 WHEREAS, the County in consideration for granting the Partial Non-Renewal,
11 desires to amend Land Conservation Contract Number 10674 in regards to the land
12 owned by Owner to include a provision which states that the original contract and that
13 portion subject to the project, will continue to be in full force and effect, subject to the
14 express condition that funds be annually appropriated by the State of California, and that
15 annual payments continue to be made to the County by the State Controller, under the
16 provisions of the Open Space Subvention Act (California Government Code section
17 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
18 terminate the Contract in regards to the land owned by Owner and declare it null and
19 void.

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

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 10674A 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. 10674A, regarding land owned by Owner, shall terminate with no
7 continuing contractual rights of any kind; provided, however, that the owner may apply
8 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
9 may be provided by law.

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

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

16
17 Damon Robert Terstegge, 36713 Road 196, Woodlake, CA 93286 (559) 901-8149

18 Stephen D. Terstegge, 53-652 Kamehameha Highway, Hauula, HI 96717 (559) 901-8149

19 _____
20 _____

21
22 * * *
23

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

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

4 OWNER(S)

5	<u>Damon Robert Terstegge</u>	<u>[Signature]</u>	<u>10-26-2017</u>
6	(Print Name)	(Signature)	
7	<u>Stephen David Terstegge</u>	<u>[Signature]</u>	<u>10-31-2017</u>
8	<u>Stephen David Terstegge</u>	<u>[Signature]</u>	<u>10-31-2017</u>
9			
10			
11			
12			
13			
14			

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

18 **ACKNOWLEDGMENT**

19 STATE OF HAWAII
20 STATE OF ~~CALIFORNIA~~ VT
21 COUNTY OF HONOLULU } s. s.

22
23 On October 31 2017 before me,

24 Vicky Tran a Notary Public
25 in and for said County and State, personally appeared (printed names) :
26

27 Stephen D. Terstegge
28 _____
29

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

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

38 WITNESS my hand and official seal

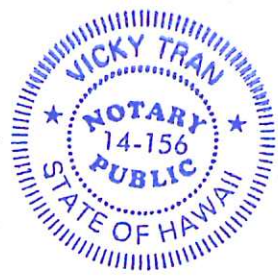
39 Signature *SEE ATTACHED CERTIFICATE*
40

41 [Signature]



NOTARY PUBLIC
Vicky Tran
My commission expires
05/04/2018

Doc. Date: 10/31/17 # Pages: 10
Name: Vicky Tran First Circuit
Doc. Description: Land conservation Contract
[Signature] 10/31/17
Notary Signature Date
NOTARY CERTIFICATION



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 10/26/2017 before me, Miranette Sammuon Choi (Notary Public)
Date Here Insert Name and Title of the Officer

personally appeared Damon Robert Jorhegge
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
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's Name: _____
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

1 **COUNTY OF TULARE**

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

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

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

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

17 **ACKNOWLEDGMENT**

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

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

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

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

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

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

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

6 **Portion to be non-renewed shown as Parcel 1 of PLA 16-037**

7 THAT PORTION OF THE SOUTH 215 FEET OF LOT 445, LOTS 449, 460, 463 AND
8 THE NORTH HALF OF LOT 464 OF WEST WOODLAKE NO. 2, AS PER MAP
9 RECORDED IN VOLUME 15, PAGE 16 OF MAPS IN THE OFFICE OF THE COUNTY
10 RECORDER, COUNTY OF TULARE, STATE OF CALIFORNIA, DESCRIBED AS
11 FOLLOWS:
12

13 BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 449, SAID
14 CORNER BEING LOCATED 20 FEET WEST OF THE EAST LINE OF
15 SECTION 15, TOWNSHIP 17 SOUTH, RANGE 26 EAST, MOUNT DIABLO
16 BASE AND MERIDIAN FOR THE PURPOSE OF THIS LEGAL DESCRIPTION;
17 THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 449 AND 460, A
18 DISTANCE OF 200.00 FEET; THENCE WEST, PARALLEL TO THE NORTH
19 LINE OF SAID LOT 449, A DISTANCE OF 429.28 FEET; THENCE NORTH,
20 PERPENDICULAR TO THE AFOREMENTIONED LINE 30.00 FEET; THENCE
21 WEST, PARALLEL TO SAID NORTH LINE 20.00 FEET; THENCE SOUTH,
22 PERPENDICULAR TO THE AFOREMENTIONED LINE 30.00 FEET; THENCE
23 WEST, PARALLEL TO SAID NORTH LINE 189.70 FEET TO A POINT ON THE
24 CENTERLINE OF THAT CERTAIN ROADWAY LYING BETWEEN AND
25 ADJACENT TO SAID LOTS 463 AND 464; THENCE NORTH ALONG SAID
26 CENTERLINE 200.00 FEET TO THE WESTERLY PROJECTION OF THE
27 NORTH LINE OF SAID LOT 449; THENCE EAST 638.76 FEET TO THE POINT
28 OF BEGINNING.
29

30
31 **Portion to remain within Land Conservation Contract subject to**
32 **Amendment shown as Parcel 2 of PLA 16-037**

33 THE SOUTH 215 FEET OF LOT 445, LOTS 449, 460, 463 AND THE NORTH HALF OF
34 LOT 464 OF WEST WOODLAKE NO. 2, AS PER MAP RECORDED IN VOLUME 15,
35 PAGE 16 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF
36 TULARE, STATE OF CALIFORNIA.
37

38 EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
39

40 BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 449, SAID
41 CORNER BEING LOCATED 20 FEET WEST OF THE EAST LINE OF
42 SECTION 15, TOWNSHIP 17 SOUTH, RANGE 26 EAST, MOUNT DIABLO
43 BASE AND MERIDIAN FOR THE PURPOSE OF THIS LEGAL DESCRIPTION;
44 THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 449 AND 460, A
45 DISTANCE OF 200.00 FEET; THENCE WEST, PARALLEL TO THE NORTH
46 LINE OF SAID LOT 449, A DISTANCE OF 429.28 FEET; THENCE NORTH,
47 PERPENDICULAR TO THE AFOREMENTIONED LINE 30.00 FEET; THENCE
48 WEST, PARALLEL TO SAID NORTH LINE 20.00 FEET; THENCE SOUTH,
49 PERPENDICULAR TO THE AFOREMENTIONED LINE 30.00 FEET; THENCE
50 WEST, PARALLEL TO SAID NORTH LINE 189.70 FEET TO A POINT ON THE

1
2
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5
6

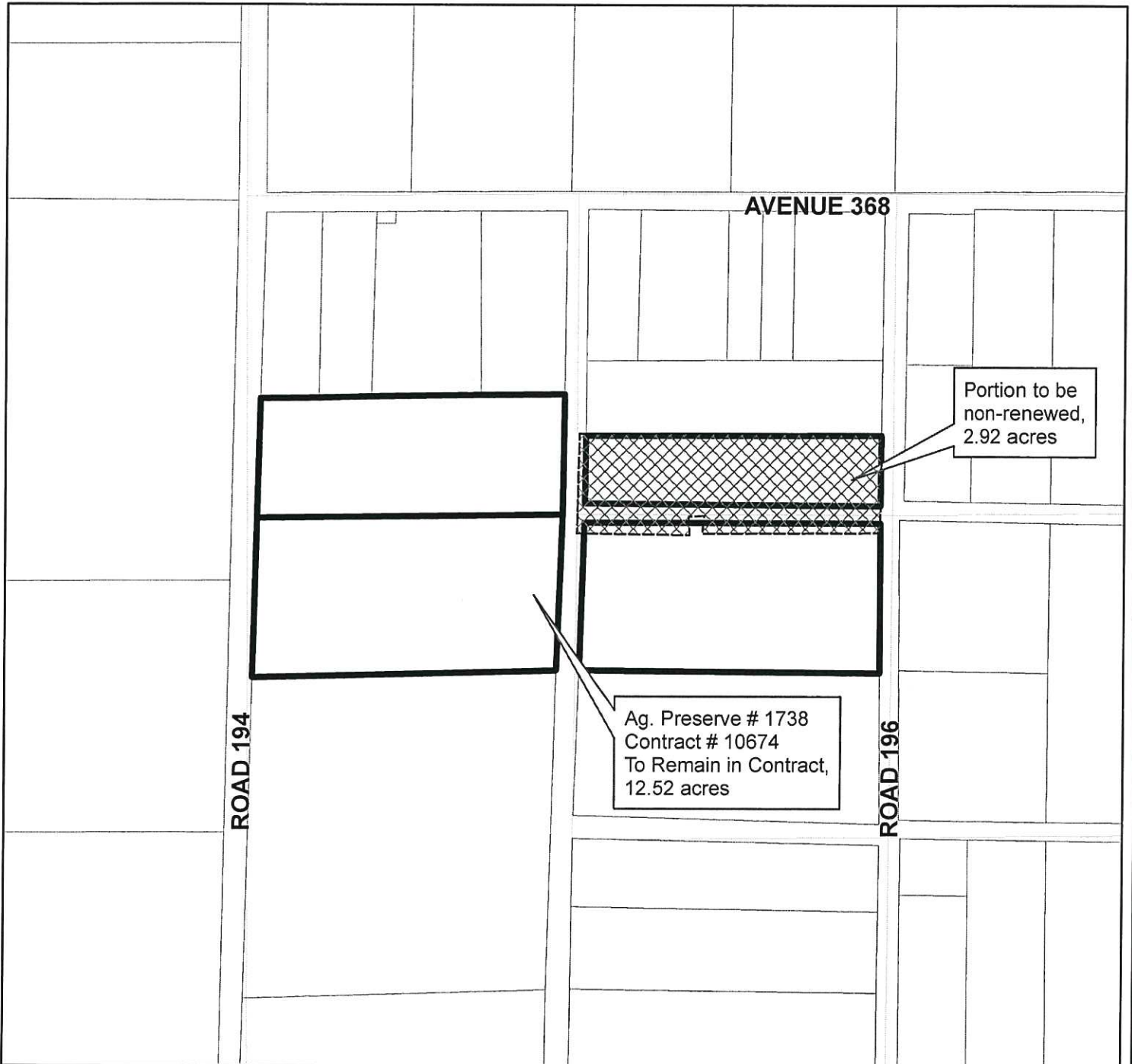
CENTERLINE OF THAT CERTAIN ROADWAY LYING BETWEEN AND
ADJACENT TO SAID LOTS 463 AND 464; THENCE NORTH ALONG SAID
CENTERLINE 200.00 FEET TO THE WESTERLY PROJECTION OF THE
NORTH LINE OF SAID LOT 449; THENCE EAST 638.76 FEET TO THE POINT
OF BEGINNING.



Exhibit "B"

Land in Amended Contract # 10674

Agricultural Preserve # 1738



Owner: Damon Robert Terstegge and Stephen D. Terstegge
 Address: 36713 Road 196
 City, State, ZIP: Woodlake, CA 93286
 Applicant: same
 Agent: Neil Zerlang- Land Surveyor
 Supervisorial District: 4
 Assessors Parcel: 053-090-030 & -035



Attachment 2

Attachments for WAN 19-006 (Hesse)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 7019A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 19-006
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

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

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT

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

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

Assessor's Parcel No(s), 255-110-003 (Portion)

Acreage Size 4.30 acres if applicable: Condition of Approval of Planning Project No. PPM 18-007

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

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

Brett Hesse

[Handwritten signature]

P. O. Box 243, Exeter, CA 93221

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

[Handwritten 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 June 24, 2019 before me,

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

Brett William Hesse

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

WITNESS my hand and official seal

Signature *[Handwritten signature]*
Attachments: Exhibit A: Legal Description, Exhibit B: Map



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. 2376
Land Conservation Contract No. 7019
Recorded on (Date) February 3, 1972 as Document No. 1972-0004553
Name(s) of Original/Contract Owner(s) COLPIEN FEED YARDS, INC., a California Corporation

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

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

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

STATE OF CALIFORNIA)
COUNTY OF TULARE)

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

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

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

Signature: _____
Deputy Clerk

COPIES SENT TO:

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

DATE: _____

“Exhibit A”

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

That portion of Section 4, Township 21 South, Range 28 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 4;

Thence South along the West line of the Northeast quarter of said Section 4 a distance of 893.02 feet to the **point of beginning**;

Thence South $89^{\circ}48'11''$ East a distance of 515.08 feet;

Thence South $1^{\circ}30'24''$ East a distance of 359.00 feet;

Thence South $89^{\circ}46'34''$ West a distance of 524.52 feet to a point on the West line of the Northeast quarter of said Section 4;

Thence North along the West line of the Northeast quarter of said Section 4 a distance of 362.69 feet to the **True point of beginning**.

Excepting therefrom any portion thereof granted to the County of Tulare for right of way purposes as described in Document No. 1956-15980, Tulare County Records.



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal No. WAN 19-006



Owner: Brett William Hesse
 Address: P. O. Box 243
 City, State, ZIP: Exeter, CA 93221
 Applicant: Same
 Agent: Neil Zerlang
 Supervisorial District: 5
 Assessor's Parcel: 255-110-003

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



1 RECORDING REQUESTED BY and
2 WHEN RECORDED RETURN TO:

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

10
11 AG PRESERVE NO. 2376
12 RESOLUTION NO. 1971-4529

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 7019
17 RECORDED ON FEBRUARY 3, 1972 AS DOCUMENT NO. 1972-0004553
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 7019A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Tentative Parcel Map Application No. PPM 18-
23 007 for APN No. 255-110-003, as of this _____ day of _____, 2019, by
24 and between Brett William Hesse, hereinafter referred to as the "Owner", and the
25 COUNTY of TULARE, hereinafter referred to as the "County";

26
27 WITNESSETH
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 7019 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 255-110-003 with legal
32 description as described in Exhibit A and illustrated in Exhibit B.

33 WHEREAS, this contract amendment applies only to the owners of the Subject
34 Property: A.P.N. No. 255-110-003

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 7019 in regards to all or a portion of the Subject Property
7 APN 255-110-003 to satisfy the conditions set forth as a Condition of Approval of
8 Project Number (if applicable) PPM 18-007 owner's application for a Tentative Parcel
9 Map;

10 WHEREAS, the County in consideration for granting the Partial Non-Renewal,
11 desires to amend Land Conservation Contract Number 7019 in regards to the land owned
12 by Owner to include a provision which states that the original contract and that portion
13 subject to the project, will continue to be in full force and effect, subject to the express
14 condition that funds be annually appropriated by the State of California, and that annual
15 payments continue to be made to the County by the State Controller, under the provisions
16 of the Open Space Subvention Act (California Government Code section 16140, et. seq.),
17 and that if said funds are not appropriated or dispersed the County may terminate the
18 Contract in regards to the land owned by Owner and declare it null and void.

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

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 7019A 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. 7019A, 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(s) of subject property:
15 (please type or print)

16
17 Brett William Hesse P. O. Box 243, Exeter, CA 93221 (559) 730-2080
18 _____
19 _____

20
21 * * *
22

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

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

4 OWNER(S)

5 BRETT WILLIAM HESSE

6 (Print Name)

[Signature]

7 (Signature)
8
9
10
11
12

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

17 **ACKNOWLEDGMENT**

18 STATE OF CALIFORNIA

19 COUNTY OF Tulare } s. s.

20 On June 24, 2019 before me,

21
22 Maricela Delgado Martinez a Notary Public
23 in and for said County and State, personally appeared (printed names):

24
25 Brett William Hesse
26

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

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

36
37 WITNESS my hand and official seal

38
39 Signature [Signature]
40



1 **COUNTY OF TULARE**

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

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

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

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

17 **ACKNOWLEDGMENT**

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

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

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

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

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

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

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

5 Portion to be non-renewed shown as Parcel 1 of PPM 18-007

6 THAT PORTION OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 28 EAST,
7 MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE
8 OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF,
9 DESCRIBED AS FOLLOWS:

10
11 COMMENCING FOR REFERENCE AT THE NORTH QUARTER CORNER OF SAID
12 SECTION 4;

13 THENCE SOUTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF
14 SAID SECTION 4 A DISTANCE OF 893.02 FEET TO THE **POINT OF**
15 **BEGINNING;**

16 THENCE SOUTH 89°48'11" EAST A DISTANCE OF 515.08 FEET;

17 THENCE SOUTH 1°30'24" EAST A DISTANCE OF 359.00 FEET;

18 THENCE SOUTH 89°46'34" WEST A DISTANCE OF 524.52 FEET TO A POINT ON
19 THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

20 THENCE NORTH ALONG THE WEST LINE OF NORTHEAST QUARTER OF SAID
21 SECTION 4 A DISTANCE OF 362.69 FEET TO THE **TRUE POINT OF**
22 **BEGINNING.**

23
24
25
26 Portion to remain within Land Conservation Contract subject to Amendment
27 shown as Parcel No. 2 of PPM 18-007

28 SECTION 4, TOWNSHIP 21 SOUTH, RANGE 28 EAST, MOUNT DIABLO BASE
29 AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA,
30 ACCORDING TO THE OFFICIAL PLAT THEREOF.

31
32 **EXCEPTING THEREFROM** THAT PORTION THEREOF DESCRIBED AS
33 **FOLLOWS:**

34
35 COMMENCING FOR REFERENCE AT THE NORTH QUARTER CORNER OF SAID
36 SECTION 4;

37 THENCE SOUTH ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF
38 SAID SECTION 4 A DISTANCE OF 893.02 FEET TO THE **POINT OF**
39 **BEGINNING;**

40 THENCE SOUTH 89°48'11" EAST A DISTANCE OF 515.08 FEET;

41 THENCE SOUTH 1°30'24" EAST A DISTANCE OF 359.00 FEET;

42 THENCE SOUTH 89°46'34" WEST A DISTANCE OF 524.52 FEET TO A POINT ON
43 THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

44 THENCE NORTH ALONG THE WEST LINE OF NORTHEAST QUARTER OF SAID
45 SECTION 4 A DISTANCE OF 362.69 FEET TO THE **TRUE POINT OF**
46 **BEGINNING.**

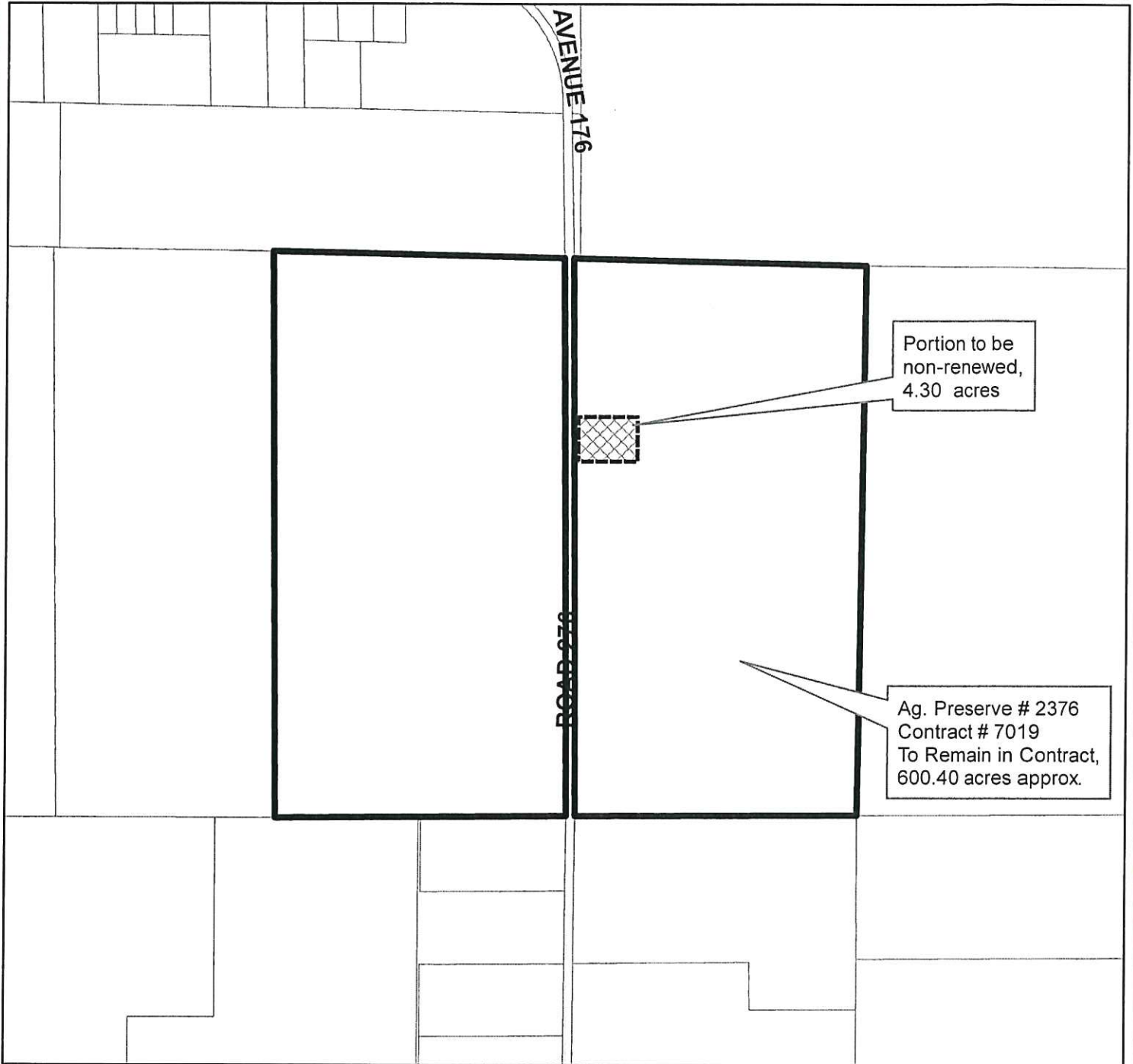
47



Exhibit "B"

Land in Amended Contract # 7019

Agricultural Preserve # 2376



Portion to be non-renewed, 4.30 acres

Ag. Preserve # 2376
Contract # 7019
To Remain in Contract, 600.40 acres approx.



Owner: Brett William Hesse
 Address: P. O. Box 243
 City, State, ZIP: Exeter, CA 93221
 Applicant: Same
 Agent: Neil Zerlang
 Supervisorial District: 5
 Assessors Parcel: 255-110-003

Ref: WAN 19-006



Attachment 3

Attachments for WAN 19-008 (WMJ Farms, Inc.)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 16502A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 19.008

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). 047-020-048 and 049 (Portion)

Acreage Size .13± acres if applicable: Condition of Approval of Planning Project No. PLA18-036

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)

WMJ Farms Inc. (559) 288-6305

9257 Avenue 416, Dinuba, CA 93618

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

Mary E. Wiens
Bucky Alward

Fernando Croce
[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 Santa Clara } S. S.

On April 6, 2019 before me,

Fernando Croce a Notary Public

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

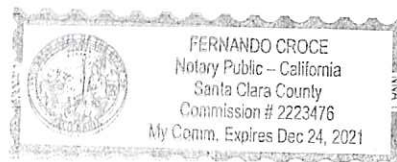
Bucky Alward

Mary Wiens

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 _____
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. 4276
Land Conservation Contract No. 16502
Recorded on (Date) February 10, 1992 as Document No. 1992-0009029
Name(s) of Original/Contract Owner(s) JOHN B. KALENDER AND NANCY KALENDER

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

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

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

STATE OF CALIFORNIA)
COUNTY OF TULARE)

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

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

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

Signature: _____
Deputy Clerk

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

DATE: _____

"Exhibit A"

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

The North 234.60 feet of the East 367 .00 feet of the West half of the Northeast quarter of Section 2, Township 17 South, Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof.

Excepting therefrom the North 40.00 feet thereof.

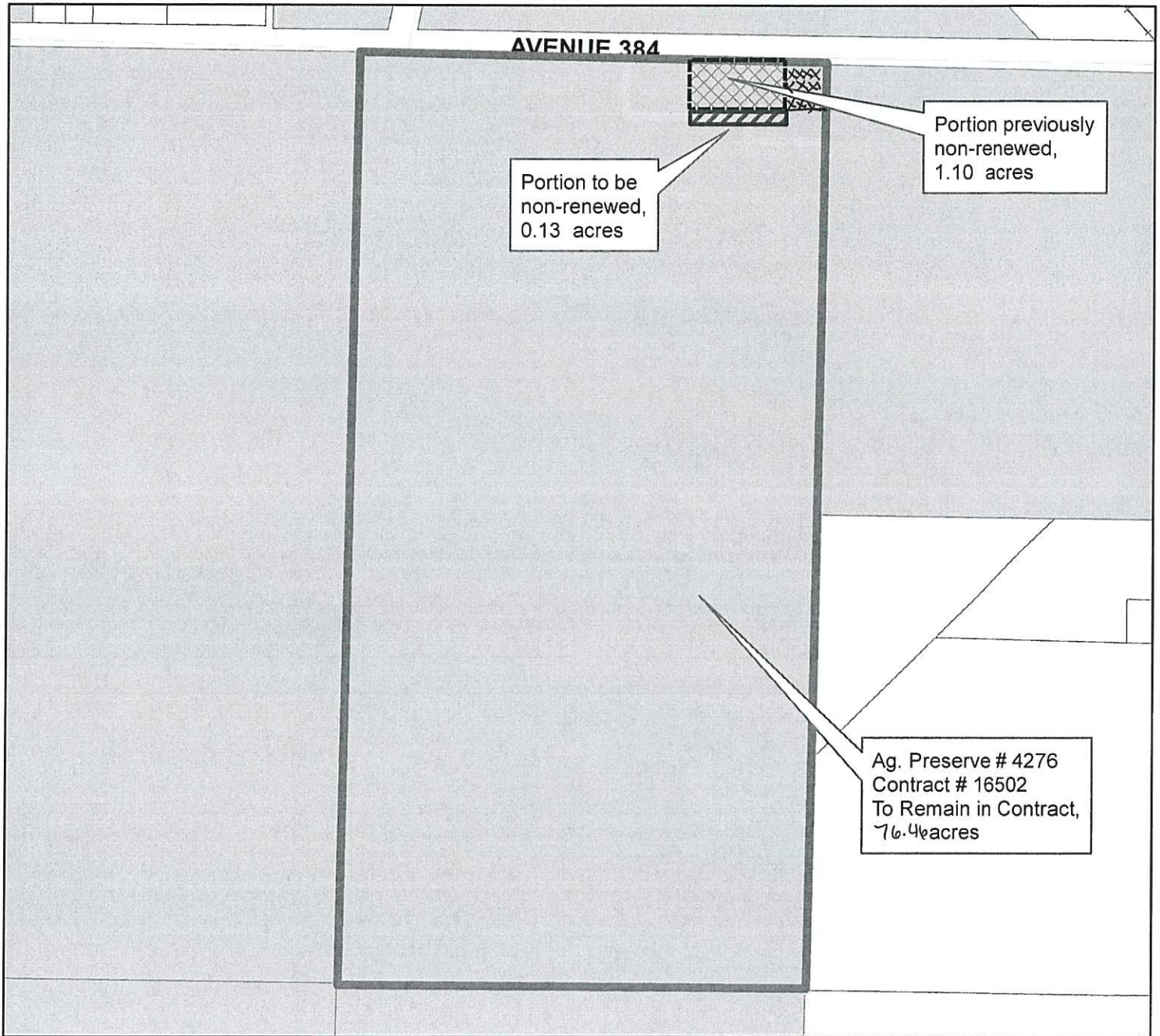
Also excepting therefrom the following described parcel:

Beginning at a point on the East line of said West half, 40.00 feet South of the Northeast corner thereof; Thence West, parallel to the North line thereof, a distance of 99.00 feet; Thence Southeasterly, a distance of 195.17 feet to a point a point 194.60 feet south and 83.00 feet West of the point of beginning; Thence East, a distance of 83.00 feet to a point on the East line of said West half, being 194.60 feet South of the point of beginning; Thence North, along said East line a distance of 194.60 feet to the Point of Beginning.



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal No. WAN 19-008



Owner: WMJ Farms, Incorporated,
a California Corporation
Address: 9257 Avenue 416
City, State, ZIP: Dinuba, CA 93618
Applicant: Same
Agent: Neil Zerlang-
Supervisorial District: 4
Assessors Parcel: 047-020- -049

0 500
Feet

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



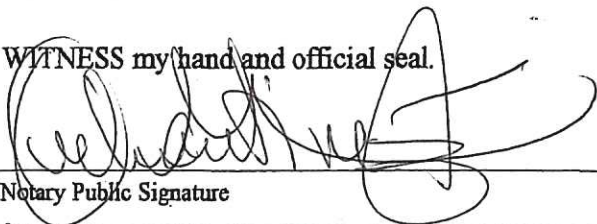
CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other office 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 6/10/19 before me, Orelia Martinez, Notary Public
(Here insert name and title of the officer)

personally appeared Marc W. Isaacs & Gael W. Isaacs,
 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.


 Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Notice of Partial Non Renewal
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 4/6/19

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CAPACITY CLAIMED BY THE SIGNER

Individual(s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____



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 Government
8 Code Section 6103)

9
10
11 AG PRESERVE NO. 4276
12 RESOLUTION NO. 1991-1391

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 16502
17 RECORDED ON FEBRUARY 10, 1992 AS DOCUMENT NO. 1992-0009029
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 16502A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Lot Line Adjustment Application No. PLA 18-
23 036 for a portion of APN 047-020-049, as of this _____ day of _____,
24 2019, by and between WMJ Farms, Incorporated, a California Corporation, hereinafter
25 referred to as the "Owner", and the COUNTY of TULARE, hereinafter referred to as the
26 "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. 16502 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No. 047-020-049 with legal description
32 as described in Exhibit A and illustrated in Exhibit B.
33

1 WHEREAS, this contract amendment applies only to the owner of the Subject
2 Property: A.P.N. No. 047-020-049;

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

7 WHEREAS, the Owner has applied for a Partial Non-Renewal of said Land
8 Conservation Contract Number 16502 in regards to all or a portion of the Subject
9 Property for APN 047-020-049 to satisfy the conditions set forth as a Condition of
10 Approval of Project Number (if applicable) PLA 18-036 owner's application for a Lot
11 Line Adjustment;

12 WHEREAS, the County in consideration for granting the Partial Non-Renewal,
13 desires to amend Land Conservation Contract Number 16502 in regards to the land
14 owned by Owner to include a provision which states that the original contract and that
15 portion subject to the project, will continue to be in full force and effect, subject to the
16 express condition that funds be annually appropriated by the State of California, and that
17 annual payments continue to be made to the County by the State Controller, under the
18 provisions of the Open Space Subvention Act (California Government Code section
19 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
20 terminate the Contract in regards to the land owned by Owner and declare it null and
21 void.

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

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 16502A 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. 16502A, regarding land owned by Owner, shall terminate with no
7 continuing contractual rights of any kind; provided, however, that the owner may apply
8 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
9 may be provided by law.

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

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

16
17 WMJ Farms, Incorporated, a California Corporation, 9257 Avenue 416, Dinuba, CA
18 93618 (559) 288-6305

19
20
21 * * *

22
23 **By execution hereof, the undersigned parties declare under penalty of perjury that**
24 **he/she/they constitute and are all of the fee title owners of the Subject Property**
25 **described herein, and are, or are the successors-in-interest of, the owners of such**
26 **property who entered into the Land Conservation Contract.**
27

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

4 OWNER(S):

5 WMJ Farms, Incorporated, a California Corporation

6 Mary E. Wiens
7
8 (Print Name)

Mary E. Wiens
9
10 (Signature)

11 Becky A Warkentin
12
13 (Print Name)

Becky Warkentin
14
15 (Signature)

16 Marc Isaak
17
18 (Print Name)
19 SOEL W. ISRAEL

Marc Isaak
20
21 (Signature)
22 Soel W. Israel

23 "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the
24 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."
25

26 **ACKNOWLEDGMENT**

27 STATE OF CALIFORNIA
28 COUNTY OF SANTA CLARA } s. s.

29 On APRIL 6th, 2019 before me,

30 FERNANDO CROCE a Notary Public

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

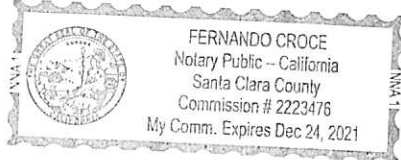
32 MARY E. WIENS BECKY A. WARKENTIN

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

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

40 WITNESS my hand and official seal

41 Signature [Handwritten Signature]



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other office 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 6/10/19 before me, Orelia Martinez, Notary Public
(Here insert name and title of the officer)

personally appeared Marc W. Isaak & Joel W. Isaak,
 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.

Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Notice of Partial Non Renewal
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 4/16/19

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

1 **COUNTY OF TULARE**

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

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

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

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

17 **ACKNOWLEDGMENT**

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

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

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

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

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

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

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

5 Portion to remain within Land Conservation Contract subject to Amendment
6 shown as Parcel No. 2 of PLA 18-036.
7

8 The West half of the Northeast quarter of Section 2, Township 17 South, Range 24 East,
9 Mount Diablo Base and Meridian, in the County of Tulare, State of California, according
10 to the official plat thereof.
11

12 Excepting therefrom the North 40.00 feet thereof.
13

14 Together with the following described parcel:
15

16 Beginning at a point on the East line of said West half, 40.00 feet South of the
17 Northeast corner thereof; Thence West, parallel to the North line thereof, a
18 distance of 99.00 feet; Thence Southeasterly, a distance of 195.17 feet to a point a
19 point 194.60 feet south and 83.00 feet West of the point of beginning; Thence
20 East, a distance of 83.00 feet to a point on the East line of said West half, being
21 194.60 feet South of the point of beginning; Thence North, along said East line a
22 distance of 194.60 feet to the Point of Beginning.
23

24 Also together with an easement for ingress, egress and the repair and maintenance of the
25 pump and pipeline, described as follows:
26

27 That portion of the West half of the Northeast of Section 2, Township 17 South,
28 Range 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State
29 of California, according to the official plat thereof, described as follows:
30

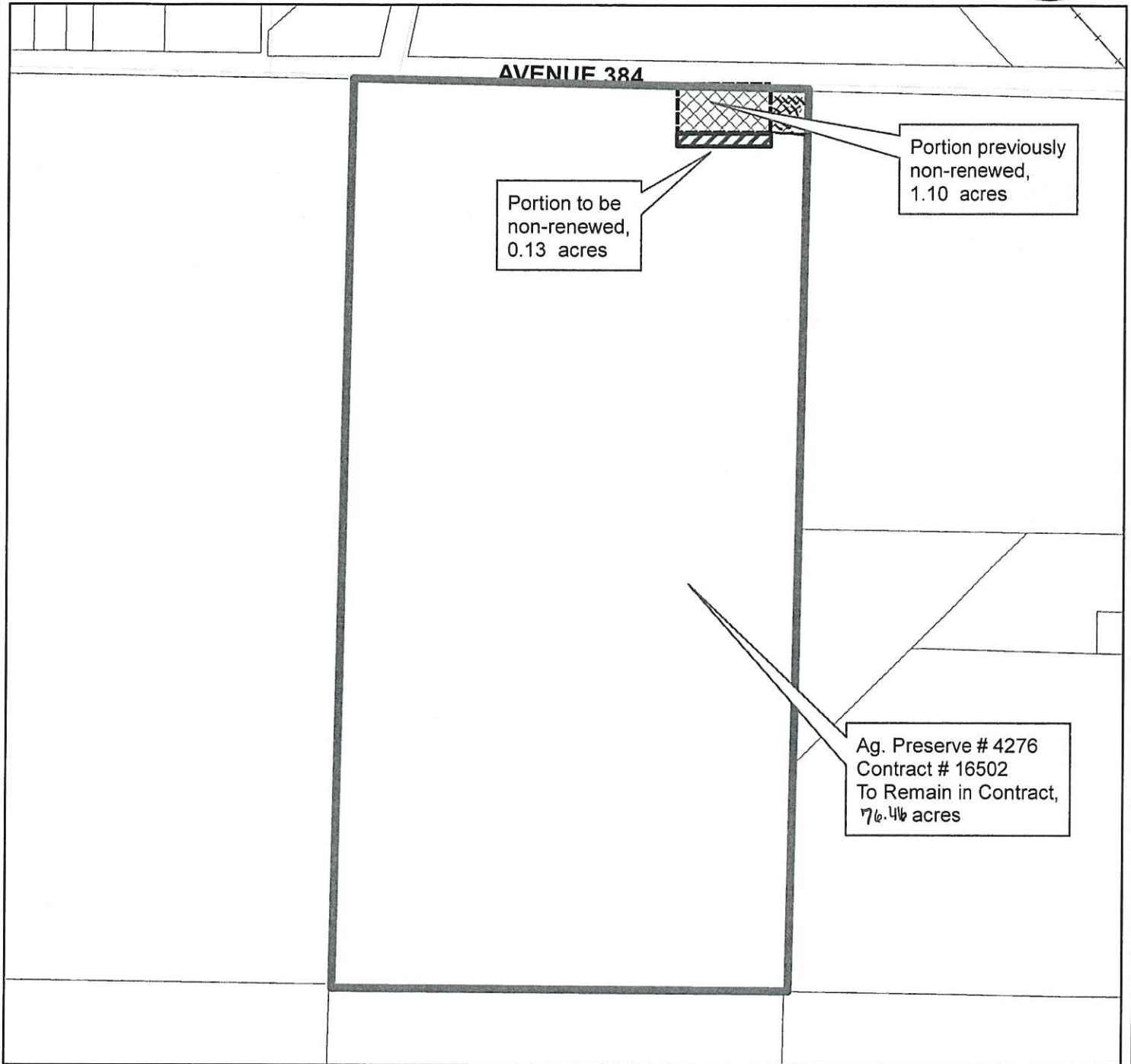
31 Beginning at the Northeast corner of said West half; Thence South a distance of
32 40.00 feet; Thence West, a distance of 40.00 feet to the True Point of Beginning;
33 Thence South, a distance of 180.00 feet; Thence West, a distance of 180.00 feet;
34 Thence North, a distance of 20.00 feet; Thence East, a distance of 155.00 feet;
35 Thence North a distance of 160.00 feet; thence East, a distance of 25.00 feet to the
36 True Point of Beginning.
37
38
39
40



Exhibit "B"

Land in Amended Contract # 16502

Agricultural Preserve # 4276



Owner: WMJ Farms, Incorporated,
a California Corporation
Address: 9257 Avenue 416
City, State, ZIP: Dinuba, CA 93618
Applicant: Same
Agent: Neil Zerlang-
Supervisorial District: 4
Assessors Parcel: 047-020-1... -049

0 500
Feet



Ref: WAN 19-008