



**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: December 17, 2019 – REVISED

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 six (6) Land Conservation Contracts, as provided in the Williamson Act. The request fulfills conditions resulting from two (2) Tentative Parcel Maps and four (4) Lot Line Adjustments:

WAN 18-014 – Williamson Act Contract No. 11285, Ag Preserve No. 2253-Enlargement, located at 7104 Avenue 404, on the north side of Avenue 404, 1,3000 feet west of Road 74 south of Dinuba; (APN: 029-140-032) (Frank Velasco and Pauline Velasco) (1.01 acres to be Non-Renewed as a condition of PLA 18-033) (23.33 acres are subject to contract amendment).

WAN 18-016 – Williamson Act Contract No. 6872, Ag Preserve No. 2262, located at 21382 Avenue 184, approximately two (2) miles west of State Route 65, southwest of Strathmore; (APN: 243-020-033) (Florine V. Sierra) (3.19 acres to be Non-Renewed as a condition of PPM 18-018) (98.41 acres are subject to contract amendment).

WAN 19-001 – Williamson Act Contract No. 3507, Ag Preserve No. 734, located at 4838 Avenue 408, on the north side of Avenue 408, and northeast corner of the intersection at Road 24 and Avenue 408, south of Reedley; (APN: 012-180-032) (Jodi Marie Laemmlen and John David Laemmlen) (2.21 acres to

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

DATE: December 17, 2019

be Non-Renewed as a condition of PLA 18-041) (24.73 acres are subject to contract amendment).

WAN 19-005 – Williamson Act Contract No. 3111, Ag Preserve No. 528, located at 29757 Road 60, on the west side of Road 60, on the northwest corner of the intersection at Road 80 and State Route 198, west of Visalia; (APNs: 073-130-011, 073-130-021, 073-130-034, 073-130-035) (Charles W Bakker, Trustee and Julie Bakker, Trustee) (4.75 acres to be Non-Renewed as a condition of PLA 18-032) (42.82 acres are subject to contract amendment).

WAN 19-011 – Williamson Act Contract No. 5591, Ag Preserve No. 1863, located at 19796 Road 236, on the east side of Road 236, approximately 1.5 miles east of State Route 65, east of Strathmore; (APN: 216-170-016) (Edward Sanchez, Tommy Sanchez, Fernando Sanchez Jr., and Sheila Sanchez) (4.09 acres to be Non-Renewed as a condition of PPM 19-012) (35.97 acres are subject to contract amendment).

WAN 19-013 – Williamson Act Contract No. 4585, Ag Preserve No. 1254, located at 8625 Avenue 396, on the southwest corner of Avenue 396 and Road 88 (Crawford Avenue), south of Dinuba; (APN: 030-090-016) (Wawona Farm Co. LLC) (0.39 acres to be Non-Renewed as a condition of PLA 19-010) (38.53 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:

Six (6) 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 four lot line adjustments. The notices will affect 15.64 acres. The amended Land Conservation Contracts will affect a total of ±279.43 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,

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

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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 16.64 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.

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.

The applicants pay a flat fee of \$523 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.

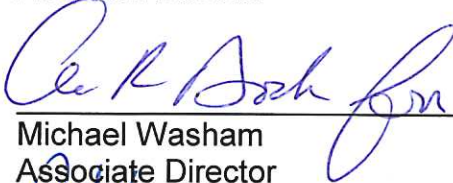
SUBJECT: Partial Non-Renewals of Agricultural Preserve Contracts and Land Conservation Contract Amendments

DATE: December 17, 2019

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 18-014 – Velasco
2. WAN 18-016 – Sierra
3. WAN 19-001 – Laemmlen
4. WAN 19-005 – Bakker
5. WAN 19-011 – Sanchez
6. WAN 19-013 – Wawona Farm Co. LLC

**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 ON DECEMBER 17, 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 six (6) Land Conservation Contracts, as provided in the Williamson Act. The request fulfills conditions resulting from two (2) Tentative Parcel Maps and four (4) Lot Line Adjustments:

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WAN 19-013 – Williamson Act Contract No. 4585, Ag Preserve No. 1254, located at 8625 Avenue 396, on the southwest corner of Avenue 396 and Road 88 (Crawford Avenue), south of Dinuba; (APN: 030-090-016) (Wawona Farm Co. LLC) (0.39 acres to be Non-Renewed as a condition of PLA 19-010) (38.53 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 18-014 (Velasco)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 11285A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 18-014
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). 029-140-032 X (Portion)

Acreage Size 1.01 ac if applicable: Condition of Approval of Planning Project No. PLA 18-033

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)

Frank Velasco 559-696-8352

Pauline Velasco 559-696-8352

40255 Englehart Ave. Dinuba, Ca. 93618

40255 Englehart Ave. Dinuba, Ca. 93618

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

[Signature]

[Signature]

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

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

On December 4, 2018 before me,

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

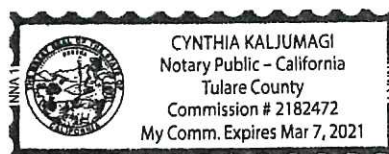
Frank Velasco & Pauline Velasco

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. 2253 - Enlargement
Land Conservation Contract No. 11285
Recorded on (Date) February 13, 1979 as Document No. 79-394
Name(s) of Original/Contract Owner(s) Walter A. Bergmann and Phyllis
L. Bergmann, husband and wife

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: _____

WAN 18-014

"Exhibit A"

Being a portion of Lot 35 of Ascutney Colony, recorded in Book 2 of Maps at Page 105 Tulare County Records, also being a portion of Parcel No. 1 of Parcel Map No. 3010 as per map recorded in Book 31 of Parcel Maps at Page 11, Tulare County Records, the site being located in the Northeast quarter of Section 24, Township 16 South, Range 23 East, Mount Diablo Meridian, described as follows:

Commencing at the intersection of the centerline of Avenue 404, also being the south line of said Northeast quarter and the southerly extension of the west line of said Lot 35, also being the west line of Parcel No. 2 of said Parcel Map No. 3010; thence North $00^{\circ}06'42''$ East along said southerly extension and said west lines a distance of 360.00 feet to the northwest corner of said Parcel No.2 and the True Point of Beginning; thence continuing North $00^{\circ}06'42''$ East along said west line of Lot 35 and the west line of said Parcel No.1 a distance of 318.27 feet; thence leaving said west lines South $89^{\circ}17'20''$ East a distance of 137.98 feet; thence South $00^{\circ}06'42''$ West parallel with said west lines a distance of 318.27 feet to the north line of said Parcel No. 2; thence North $89^{\circ}17'20''$ West along said north line a distance of 137.98 feet to the True Point of Beginning.



Exhibit "B"

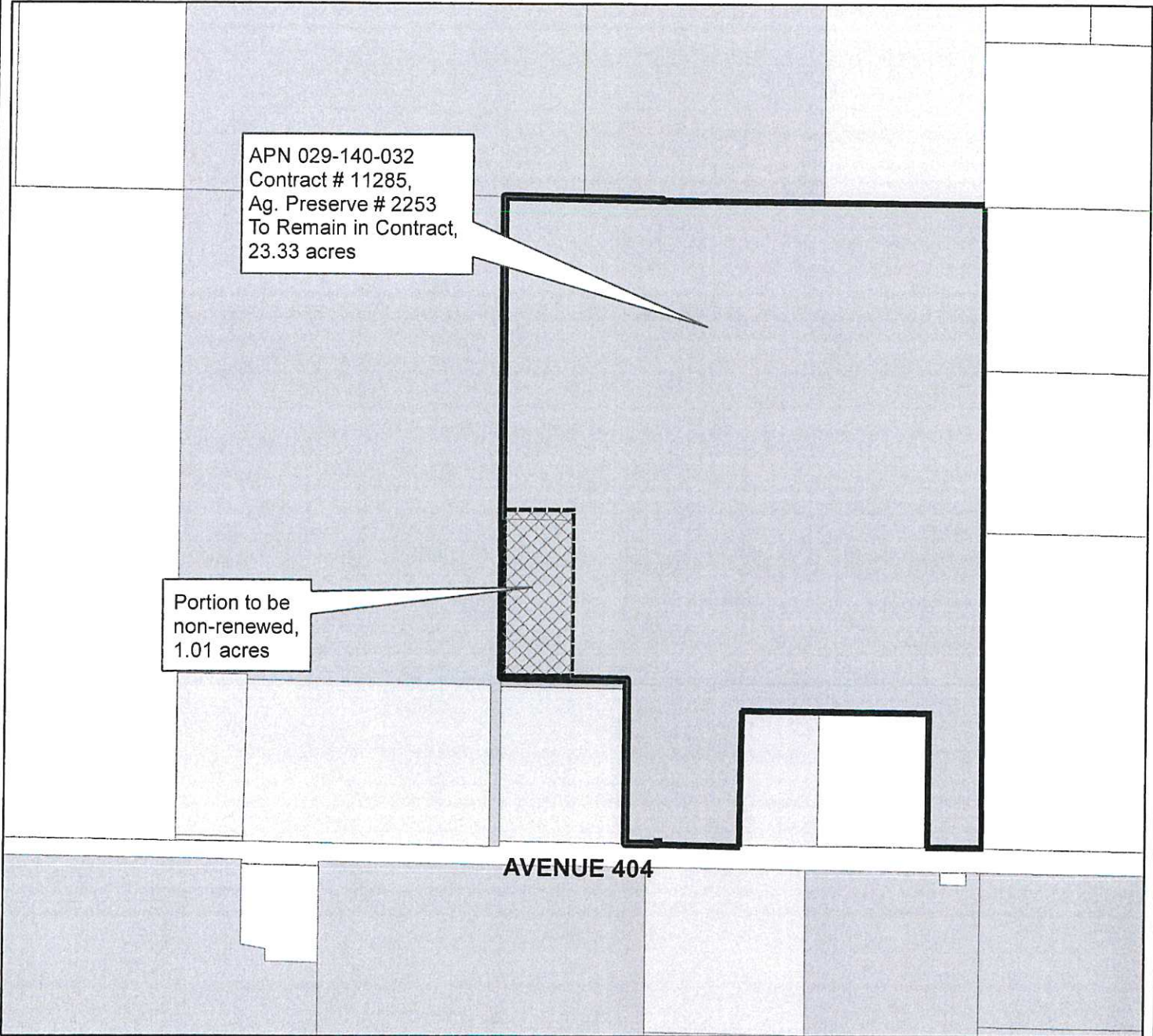
Ag. Preserve Map Partial Non-Renewal

No. WAN 18-014



APN 029-140-032
 Contract # 11285,
 Ag. Preserve # 2253
 To Remain in Contract,
 23.33 acres

Portion to be
 non-renewed,
 1.01 acres



Owner: Frank and Pauline Velasco
 Address: 42055 Englehart Ave
 City, State, ZIP: Dinuba, CA 93618
 Applicant: Frank Velasco
 Agent: Forester, Weber & Associates, LLC
 Supervisorial District: 4
 Assessor's Parcel: 029-140-032

0 500
 Feet

Site

Parcels

Ag. Preserves Year 2018

- 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. 2253-Enlargement
12 RESOLUTION NO. 78-3285

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 11285
17 RECORDED ON February 13, 1979 AS DOCUMENT NO. 79-394
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 11285A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Partial Non-Renewal Application, WAN 18-014
23 for APN No. 029-140-032, as of this _____ day of _____, 20____, by and
24 between Frank Velasco and Pauline Velasco, husband and wife as joint tenants hereinafter
25 referred to as the "Owner(s)", and the COUNTY of TULARE, hereinafter referred to as
26 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. 11285 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No. 029-140-032 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. 029-140-032;

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 11285 in regards to all or a portion the Subject Property
7 APN # 029-140-032 to satisfy the conditions set forth as a Condition of Approval of
8 Project Number (if applicable) PLA 18-033 owner's application for a Lot Line
9 Adjustment.

10 WHEREAS, the County in consideration for granting the Lot Line Adjustment,
11 desires to amend Land Conservation Contract Number 11285 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.

22 NOW, THEREFORE, IT IS AGREED as follows:

1 1. This Amendment to Land Conservation Contract Number 11285 is entered
2 into pursuant to the Williamson Act and all of the provisions of said Act, including any
3 amendments hereafter enacted, are hereby incorporated by reference and made a part of
4 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. 11285A, 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 Frank Velasco, 42055 Englehart Road, Dinuba, CA 93618 (559-696-8352)

17 Pauline Velasco, 42055 Englehart Road, Dinuba, CA 93618 (559-696-0352)

18 _____


19 * * *

20
21
22 **By execution hereof, the undersigned parties declare under penalty of perjury that**
23 **he/she/they constitute and are all of the fee title owners of the Subject Property**
24 **described herein, and are, or are the successors-in-interest of, the owners of such**
25 **property who entered into the Land Conservation Contract.**
26

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

3
4 OWNER(S)

5
6 Frank Velasco _____
7 (Print Name)

8 
9 (Signature)

10 Pauline Velasco _____

11 
12 _____
13 _____

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

18
19 STATE OF CALIFORNIA
20 COUNTY OF _____ } s. s.

21
22 On _____ before me,
23
24 _____ a Notary Public
25 in and for said County and State, personally appeared (printed names) :
26
27 _____
28 _____
29 _____
30 _____

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

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

38
39 WITNESS my hand and official seal

40
41 Signature _____
42

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 October 8, 2019 before me, Maricela Delgado Martinez Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Pauline Velasco and Francisco Jose Velasco
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 [Handwritten 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: Amendment to land conservation Document Date: October 8, 2019
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 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
16 signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of
17 that document."
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 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

WAN 18-044

"Exhibit A"

Being a portion of Lot 35 of Ascutney Colony, recorded in Book 2 of Maps at Page 105 Tulare County Records, also being a portion of Parcel No. 1 of Parcel Map No. 3010 as per map recorded in Book 31 of Parcel Maps at Page 11, Tulare County Records, the site being located in the Northeast quarter of Section 24, Township 16 South, Range 23 East, Mount Diablo Meridian, described as follows:

Commencing at the intersection of the centerline of Avenue 404, also being the south line of said Northeast quarter and the southerly extension of the west line of said Lot 35, also being the west line of Parcel No. 2 of said Parcel Map No. 3010; thence North $00^{\circ}06'42''$ East along said southerly extension and said west lines a distance of 360.00 feet to the northwest corner of said Parcel No.2 and the True Point of Beginning; thence continuing North $00^{\circ}06'42''$ East along said west line of Lot 35 and the west line of said Parcel No.1 a distance of 318.27 feet; thence leaving said west lines South $89^{\circ}17'20''$ East a distance of 137.98 feet; thence South $00^{\circ}06'42''$ West parallel with said west lines a distance of 318.27 feet to the north line of said Parcel No. 2; thence North $89^{\circ}17'20''$ West along said north line a distance of 137.98 feet to the True Point of Beginning.

Exhibit "B"

Land in Amended Contract # 11285

Agricultural Preserve # 2253



APN 029-140-032
Contract # 11285,
Ag. Preserve # 2253
To Remain in Contract,
23.33 acres.

Portion to be
non-renewed,
1.01 acres

AVENUE 404

0 500 Feet

Owner: Frank and Pauline Velasco
Address: 42055 Englehart Ave
City, State, ZIP: Dinuba, CA 93618
Applicant: Frank Velasco
Agent: Forester, Weber & Associates, LLC
Supervisorial District: 4
Assessors Parcel: 029-140-032



Attachment 2

Attachments for WAN 18-016 (Sierra)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 6872A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 18-016

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). 243-020-033 (Portion)

Acreage Size 98 3.19 ac if applicable: Condition of Approval of Planning Project No. PPM 18-018

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)

Florine V. Sierra

21382 Ave 184 Strathmore, CA 93267 (559) 568-1041

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

X Florine V. Sierra

"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 9-27-18 before me,

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

Florine V. Sierra



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 Marisa Diane Alvarado, Notary Public

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. 2262

Land Conservation Contract No. 6872

Recorded on (Date) January 4, 1972 as Document No. 1972-0233

Name(s) of Original/Contract Owner(s) Richard T. Sierra, Aurora Sierra, Salvador Sierra, and Florine Sierra

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 South half of Section 6, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof, more particularly described as follows:

Commencing for reference at the Northeast corner of said South half;

Thence, South, along the East line of said South half, 1360.00 feet, to the TRUE POINT OF BEGINNING;

Thence, North 88°55'43" West, parallel with the North line of said South half, 695.00 feet;

Thence, North, parallel with the East line of said South half, 200.00 feet;

Thence, South 88°55'43" East, parallel with the North line of said South half, 695.00 feet, to a point situated on said East line, and 200.00 feet North of the True Point of Beginning;

Thence, South, along said East line, 200.00 feet, to the True Point of Beginning.

Excepting therefrom an easement for existing irrigation well and appurtenances, and for irrigation lines across the following described property:

That portion of the South half of Section 6, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof, more particularly described as follows;

Commencing for reference at a point on the East line of said South half, 1360.00 feet South of the Northeast Corner of said South half;

Thence North 88°55'43" West, parallel with the North line of said South half, 25 feet to the West line of County Road 216 and the True Point of Beginning of the easement to be described;

Thence continuing North 88°55'43" West, parallel with said North line of said South half, 20 feet;

Thence North, parallel with said East line of said South half, 55 feet;

Thence North 88°55'43" West, parallel with said North line of Said South half, 20 feet;

Thence North, parallel with said East line of said South half, 25 feet;

Thence South 88°55'43" East, parallel with said North line of said South half, 20 feet;

Thence North parallel with said East line of said South half, 120 feet;

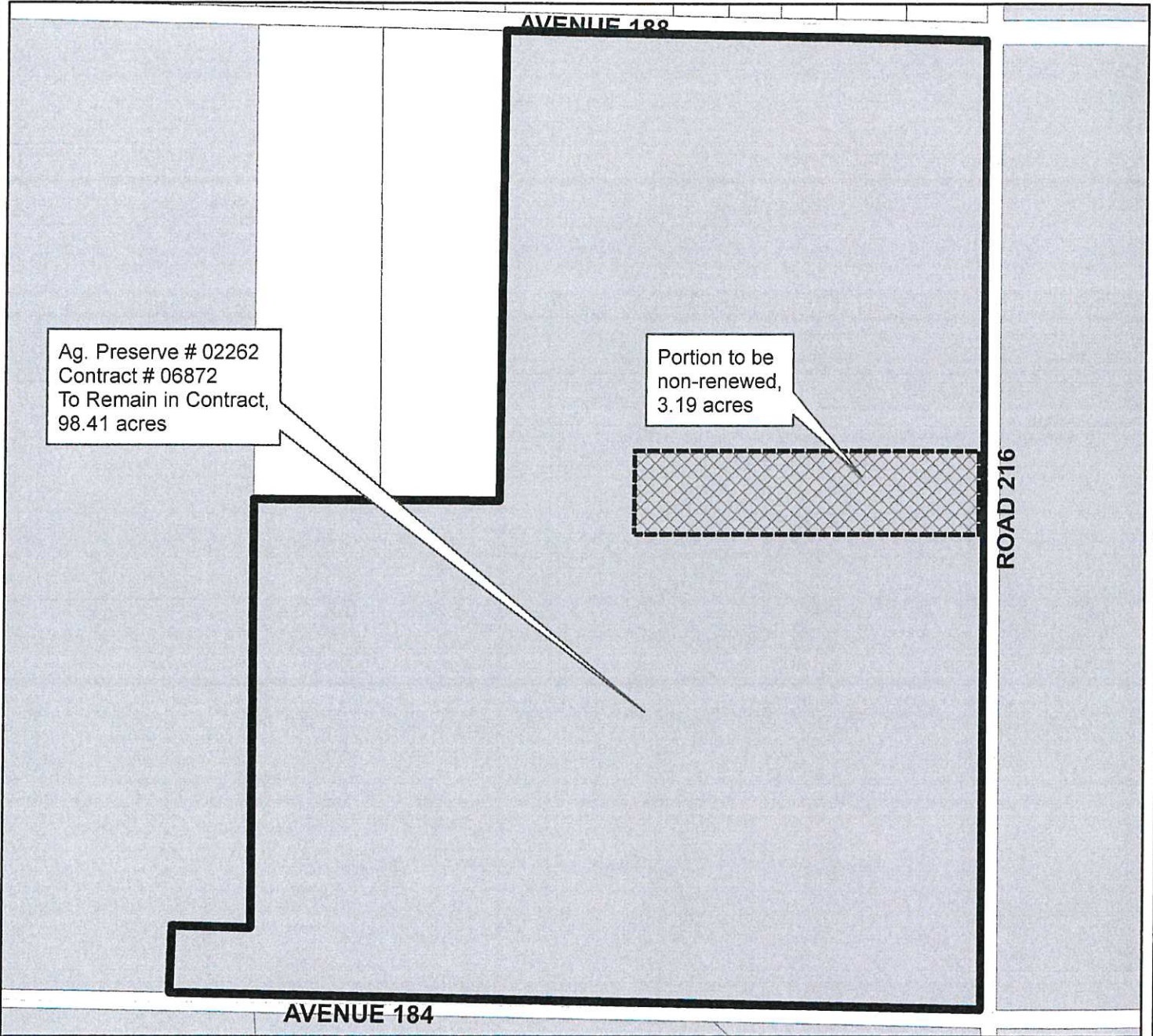
Thence South 88°55'43" East parallel with said North line of said South half, 20 feet to a point in the West line of said County Road 216, which point is distant 25 feet, measured at right angles, from said East line of said South half;

Thence South along said West line of county Road 216 and parallel with said East line of said South half, 200 feet to the True Point of Beginning.



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal No. WAN 18-016



Owner: Florine V. Sierra
 Address: 21382 Avenue 184
 City, State, ZIP: Strathmore, CA 93267
 Applicant: Same
 Agent: Winton & Associates
 Supervisorial District: 1
 Assessor's Parcel: 243-020-033

- 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. 2262

12 RESOLUTION NO. 71-5327

Area for Recorder's Use Only

13
14 AMENDMENT

15 TO

16 LAND CONSERVATION CONTRACT NO. 6872
17 RECORDED ON January 4, 1972 AS DOCUMENT NO. 1972-0233
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY

21 REFERRED TO AS AGREEMENT NO. 6872A, RESOLUTION NO. _____, is

22 made and entered into as a result of a Partial Non-Renewal WAN 18-016 Application

23 for APN No(s). 243-020-033, as of this _____ day of

24 _____, 20____, by and between Richard T. Sierra, Aurora

25 Sierra, Salvador Sierra, and Florine Sierra, hereinafter referred to as the "Owner", and

26 the COUNTY of TULARE, hereinafter referred to as the "County";

27 WITNESSETH

28
29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 6872 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 243-020-033 with legal
32 description as described in Exhibit A and illustrated in Exhibit B.

33 WHEREAS this contract amendment applies only to the owners of the Subject
34 Property: A.P.N. No(s). 243-020-033;

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 6872 in regards to all or a portion of the Subject
7 Property APN(s) 243-020-033 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) PPM 18-018 owner's application for a
9 Tentative Parcel Map.

10 WHEREAS, the County, in consideration for granting the Tentative Parcel Map
11 and Partial Non-Renewal, desires to amend Land Conservation Contract Number 6872,
12 in regards to the land owned by Owner to include a provision which states that the
13 original contract and that portion subject to the project, will continue to be in full force
14 and effect, subject to the express condition that funds be annually appropriated by the
15 State of California, and that annual payments continue to be made to the County by the
16 State Controller, under the provisions of the Open Space Subvention Act (California
17 Government Code section 16140, et. seq.), and that if said funds are not appropriated or
18 dispersed the County may terminate the Contract in regards to the land owned by Owner
19 and declare it null and void.

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

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 6872 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. 6872, 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 Florine Sierra, 21382 Avenue 184, Strathmore, CA 93267 (559-568-1041)

18 _____
19 _____
20 _____

21
22 * * *
23

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

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

4 OWNER(S)

5
6 Florine Sierra

7 (Print Name)

X Florine Sierra

8 (Signature)

10/31/2019

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

18 **ACKNOWLEDGMENT**

19
20 STATE OF CALIFORNIA

21 COUNTY OF Tulare } s. s.

22
23 On October 31, 2019 before me,

24
25 Doreen C. Alvez a Notary Public

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

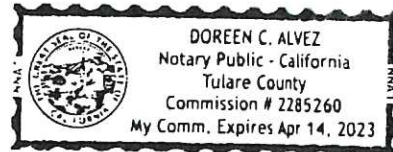
27
28 Florine Virginia Sierra

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/het/their authorized capacity(ies), and that by his/her/their
33 signature(s) on the instrument the person(s), or the entity upon behalf of which the
34 person(s) acted, executed the instrument.

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

38 WITNESS my hand and official seal

39
40 Signature Doreen C. Alvez
41



1 COUNTY OF TULARE

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 BY: _____
8 Deputy Clerk
9

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

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

17 ACKNOWLEDGMENT

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

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

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

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

35 WITNESS my hand and official seal.

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

40 Attachment

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EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND CONSERVATION CONTRACT
PROPERTY

“Exhibit A”

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

Parcel 1

That portion of the South half of Section 6, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof, more particularly described as follows:

Commencing for reference at the Northeast corner of said South half;

Thence, South, along the East line of said South half, 1360.00 feet, to the TRUE POINT OF BEGINNING;

Thence, North 88°55'43" West, parallel with the North line of said South half, 695.00 feet;

Thence, North, parallel with the East line of said South half, 200.00 feet;

Thence, South 88°55'43" East, parallel with the North line of said South half, 695.00 feet, to a point situated on said East line, and 200.00 feet North of the True Point of Beginning;

Thence, South, along said East line, 200.00 feet, to the True Point of Beginning.

Excepting therefrom an easement for existing irrigation well and appurtenances, and for irrigation lines across the following described property:

That portion of the South half of Section 6, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof, more particularly described as follows;

Commencing for reference at a point on the East line of said South half, 1360.00 feet South of the Northeast Corner of said South half;

Thence North 88°55'43" West, parallel with the North line of said South half, 25 feet to the West line of County Road 216 and the True Point of Beginning of the easement to be described;

Thence continuing North 88°55'43" West, parallel with said North line of said South half, 20 feet;

Thence North, parallel with said East line of said South half, 55 feet;

Thence North 88°55'43" West, parallel with said North line of Said South half, 20 feet;

Thence North, parallel with said East line of said South half, 25 feet;

Thence South 88°55'43" East, parallel with said North line of said South half, 20 feet;

Thence North parallel with said East line of said South half, 120 feet;

Thence South 88°55'43" East parallel with said North line of said South half, 20 feet to a point in the West line of said County Road 216, which point is distant 25 feet, measured at right angles, from said East line of said South half;

Thence South along said West line of county Road 216 and parallel with said East line of said South half, 200 feet to the True Point of Beginning.

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EXHIBIT B
ILLUSTRATIVE MAP OF SUBJECT LAND CONSERVATION CONTRACT
PROPERTY

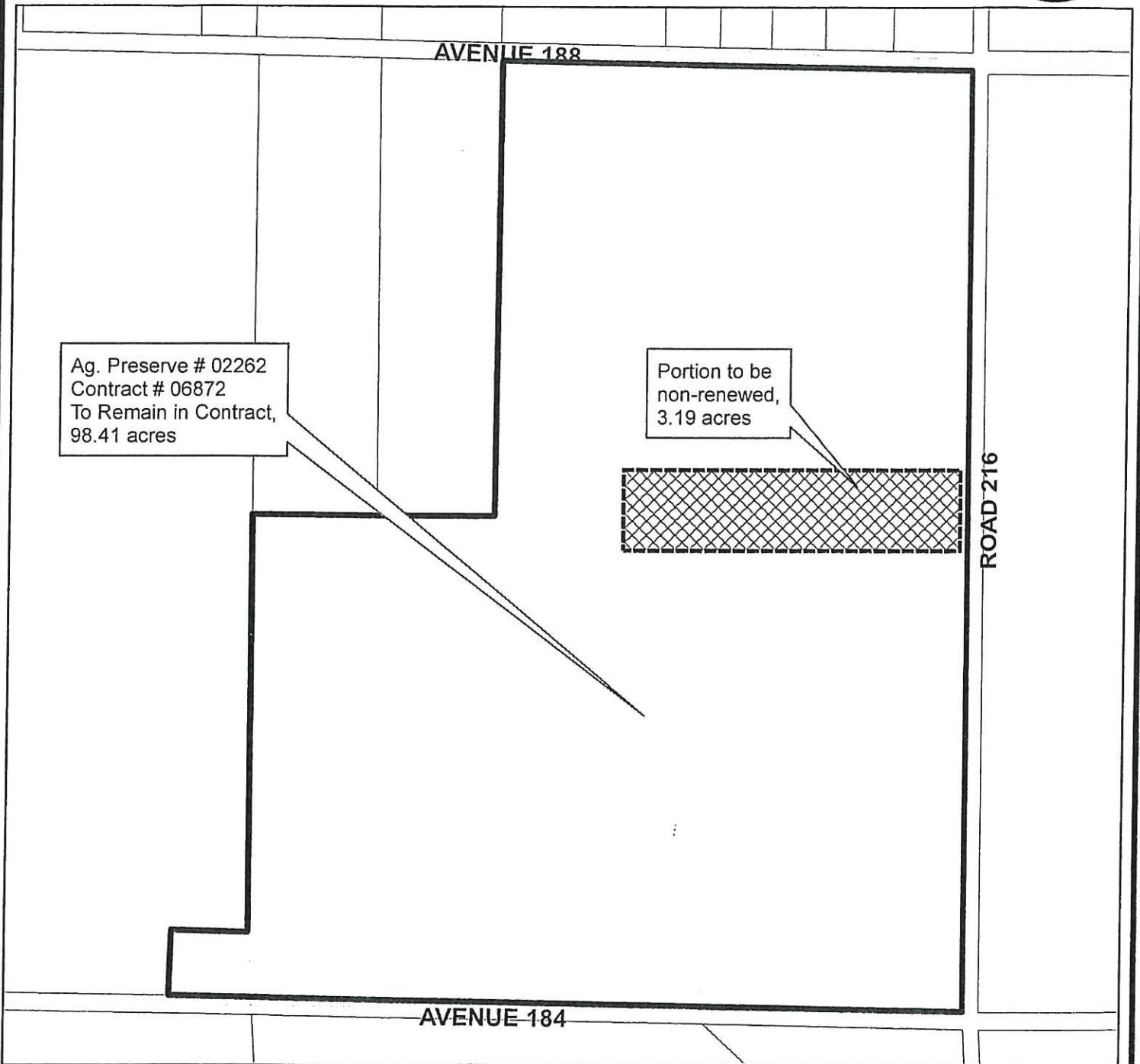
[Tulare County RMA will provide this diagram]



Exhibit "B"

Land in Amended Contract # 06872

Agricultural Preserve # 02262



Owner: Florine V. Sierra
 Address: 21382 Avenue 184
 City, State, ZIP: Strathmore, CA 93267
 Applicant: Same
 Agent: Winton & Associates
 Supervisorial District: 1
 Assessors Parcel: 243-020-033



Attachment 3

Attachments for WAN 19-001 (Laemmlen)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 3507A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 19-001
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

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

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF 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) 012-180-032 (Portion)

Acreage Size 2.21 acres if applicable: Condition of Approval of Planning Project No. PLA 18-041

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)

Jodi Marie Laemmler John David Laemmler
P.O. Box 1680, Reedley CA 93654 P.O. Box 1680, Reedley CA 93654

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

Jodi Marie Laemmler John David Laemmler

"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 Fresno } S. S.

On January 11, 2019 before me,
Stephanie McLaughlin a Notary Public
in and for said County and State, personally appeared (printed names):

Jodi Marie Laemmler
John David Laemmler

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

WITNESS my hand and official seal

Signature Stephanie McLaughlin
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. 734

Land Conservation Contract No. 3507

Recorded on (Date) February 2, 1970 as Document No. 70-372

Name(s) of Original/Contract Owner(s) Henry Laemmlen and Joanne Laemmlen

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”

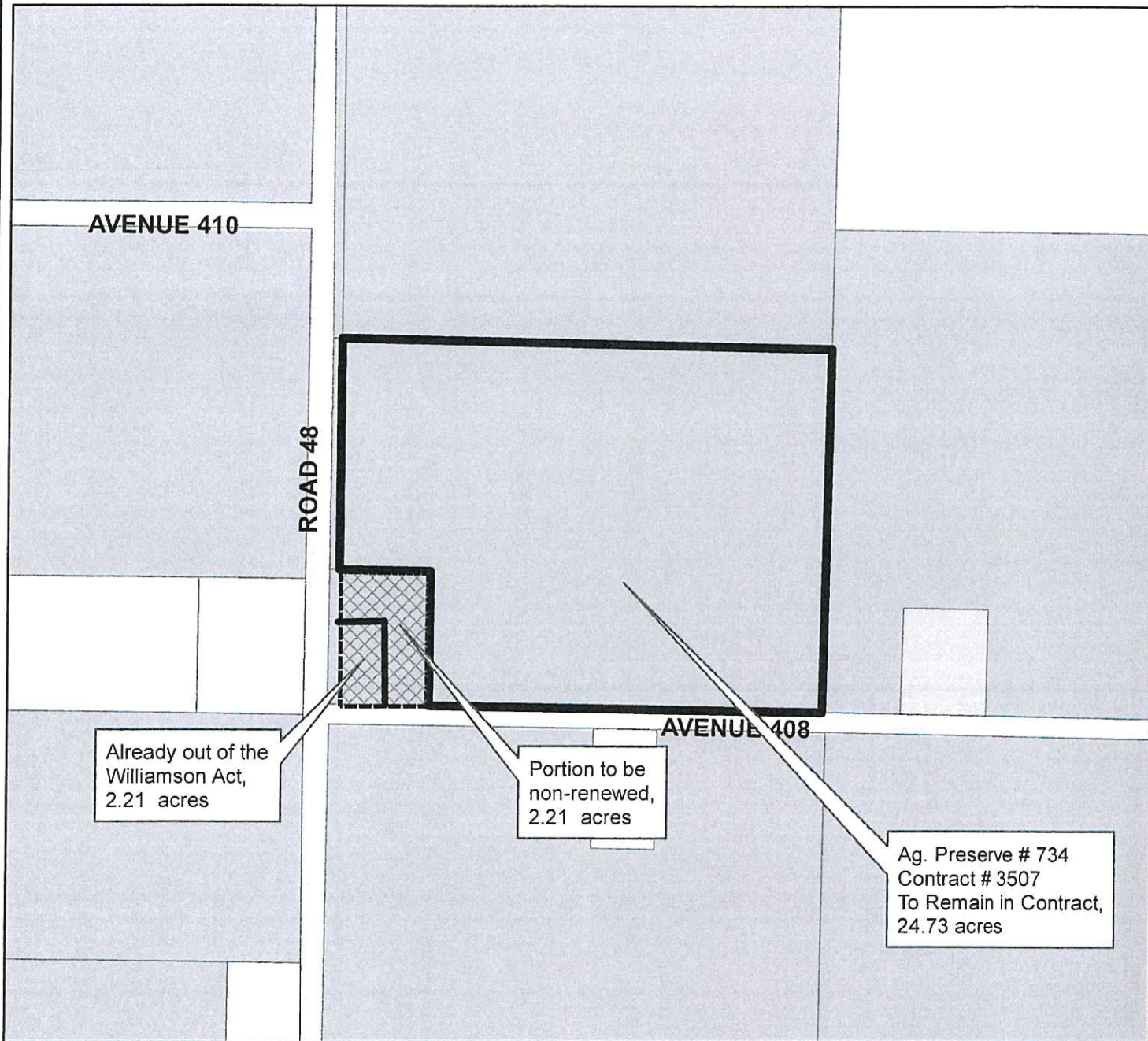
THE WEST 361.00 FEET OF THE SOUTH 553.50 FEET OF LOTS 1 & 2 OF McCUBBIN COLONY, AS PER MAP RECORDED IN BOOK 8 OF MAPS, AT PAGE 66, IN THE OFFICE OF THE TULARE COUNTY RECORDER, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE & MERIDIAN.

CONTAINS 4.42 ACRES, MORE OR LESS.



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal No. WAN 19-001



Owner: Jodi Marie, and John David Laemmlen
 Address: PO Box 1680
 City, State, ZIP: Reedley, CA 93654
 Applicant: Jodi Laemmlen
 Agent: N/A
 Supervisorial District: 4
 Assessors Parcel: 012-180-032

- 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. 734
12 RESOLUTION NO. 69-2624

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 3507
17 RECORDED ON February 2, 1970 AS DOCUMENT NO. 70-372
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 3507A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Partial Non-Renewal Application, WAN 19-001,
23 for APN No. 012-180-032, as of this _____ day of _____, 20____, by
24 and between John D Laemmlen and Jodi Laemmlen, Trustees of the John D Laemmlen
25 Living Trust, dated December 6, 1996, as amended hereinafter referred to as the
26 "Owner(s)", and the COUNTY of 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. 3507 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No. 012-180-032 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. 012-180-032;

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 3507 in regards to all or a portion the Subject Property
7 APN # 012-180-032 to satisfy the conditions set forth as a Condition of Approval of
8 Project Number (if applicable) PLA 18-041 owner's application for a Lot Line
9 Adjustment.

10 WHEREAS, the County in consideration for granting the Lot Line Adjustment,
11 desires to amend Land Conservation Contract Number 3057 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.

22 NOW, THEREFORE, IT IS AGREED as follows:

1 1. This Amendment to Land Conservation Contract Number 3507 is entered
2 into pursuant to the Williamson Act and all of the provisions of said Act, including any
3 amendments hereafter enacted, are hereby incorporated by reference and made a part of
4 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. 3507A, regarding land owned by Owner, shall terminate with no continuing
6 contractual rights of any kind; provided, however, that the owner may apply for a new
7 Land Conservation Contract or Farmland Security Zone Contract as otherwise may be
8 provided by law.

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

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

15
16 Lodi Marie Laemmlen, PO Box 1680, Reedley, CA 93654 (559-250-9443)

17 John David Lammlen, PO Box 1680, Reedley, CA 93654 (559-250-9443)

18 _____

19 * * *

20
21
22 **By execution hereof, the undersigned parties declare under penalty of perjury that**
23 **he/she/they constitute and are all of the fee title owners of the Subject Property**
24 **described herein, and are, or are the successors-in-interest of, the owners of such**
25 **property who entered into the Land Conservation Contract.**
26

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

4 OWNER(S)

5
6 John D. Laemmlen Trustees of the
7 John D. Leammlen Livng Trust,
8 Dated December 6, 1996, as amended
9 (Print Name)


(Signature)

10
11 Jodi Laemmlen, Trustees of the
12 John D. Leammlen Living Trust,
13 Dated December 6, 1996, as amended
14


15
16

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

20 STATE OF CALIFORNIA
21 COUNTY OF Fresno } s. s.

22
23 On January 30, 2019 before me,
24 Stephanie McLaughlin a Notary Public
25 in and for said County and State, personally appeared (printed names) :
26

27 John D. Laemmlen
28

29 Jodi Laemmlen
30
31

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

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

40 WITNESS my hand and official seal

41
42 Signature 
43



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

WAN 19-001

“Exhibit A”

THE WEST 361.00 FEET OF THE SOUTH 553.50 FEET OF LOTS 1 & 2 OF McCUBBIN COLONY, AS PER MAP RECORDED IN BOOK 8 OF MAPS, AT PAGE 66, IN THE OFFICE OF THE TULARE COUNTY RECORDER, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE & MERIDIAN.

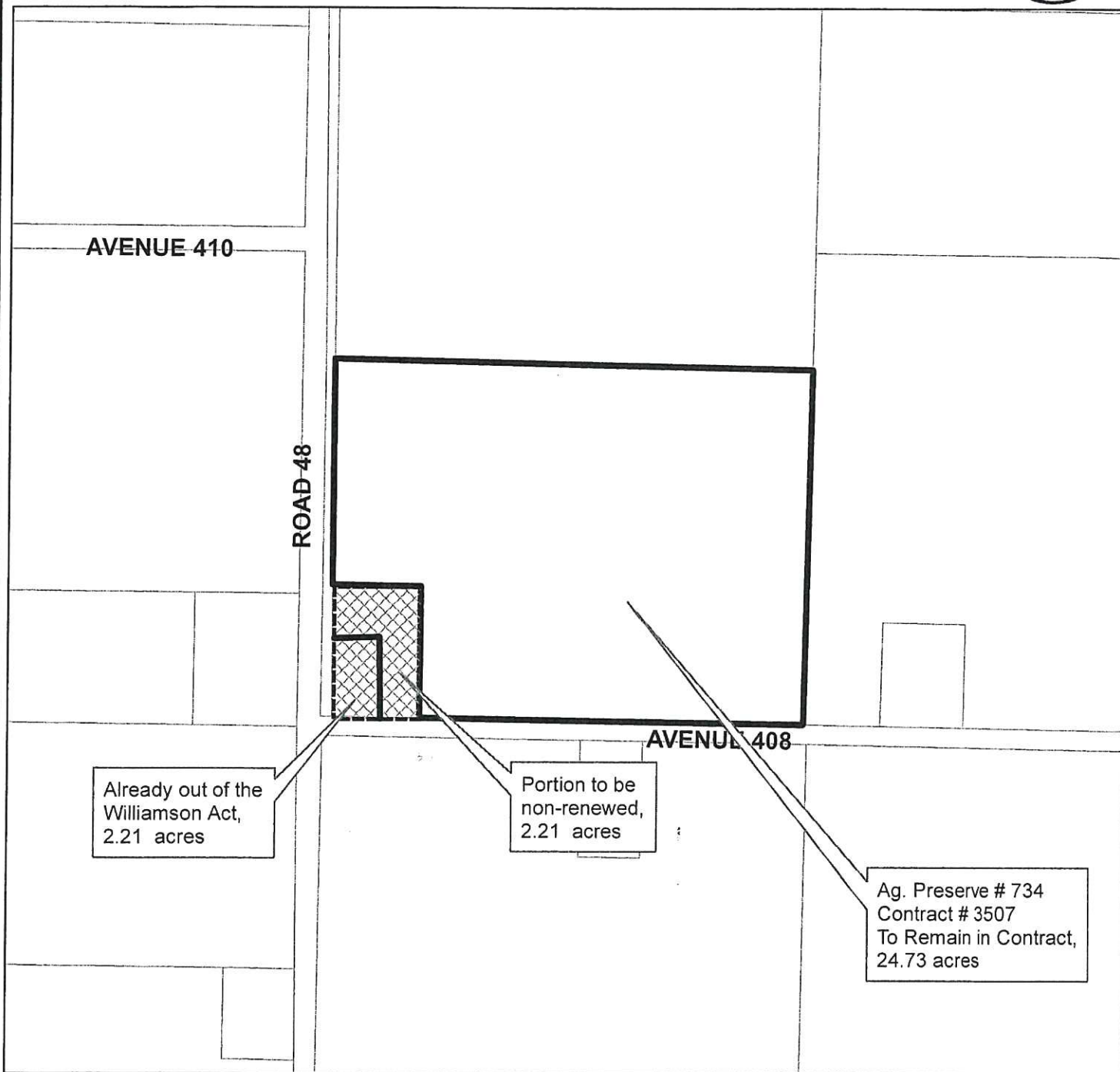
CONTAINS 4.42 ACRES, MORE OR LESS.



Exhibit "B"

Land in Amended Contract # 3507

Agricultural Preserve # 734



Already out of the Williamson Act, 2.21 acres

Portion to be non-renewed, 2.21 acres

Ag. Preserve # 734
Contract # 3507
To Remain in Contract, 24.73 acres



Owner: Jodi Marie, and John David Laemmlen
 Address: PO Box 1680
 City, State, ZIP: Reedley, CA 93654
 Applicant: Jodi Laemmlen
 Agent: N/A
 Supervisorial District: 4
 Assessor's Parcel: 012-180-032



Attachment 4

Attachments for WAN 19-005 (Bakker)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 3111A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 19-005

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) 073-130-011, 073-130-021, 073-130-034, 073-130-035 (Portion)

Acreage Size 4.75 acres if applicable: Condition of Approval of Planning Project No. PLA 18-032

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)

Charles W. Bakker, Trustee

Julie Bakker, Trustee

29873 Road 60, Visalia, Ca 93291

29873 Road 60, Visalia, Ca 93291

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

[Handwritten Signature]

[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 April 4, 2019 before me,

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

Charles W. Baker

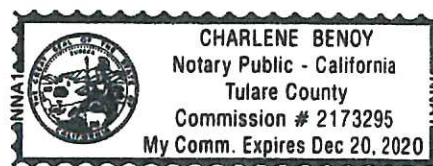
Julie Bakker

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

WITNESS my hand and official seal

Signature Charlene Benoy

Attachments: Exhibit A: Legal Description, Exhibit B: Map -50-



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. 528
Land Conservation Contract No. 3111
Recorded on (Date) December 24, 1969 as Document No. 69-3151
Name(s) of Original/Contract Owner(s) J. D. Marhis

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

Lot A

A portion of Lot 32 of Curtis Tract, recorded in Volume 9 of Maps at Page 6, of Tulare County Records, located in the Southeast quarter of Section 26, Township 22 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare State of California, described as follows:

Beginning at the Northeast corner of said Lot 32;
Thence South $01^{\circ}13'50''$ West along the East line of said Lot 32 and the centerline of Road 60 and the East line of said Section 6, a distance of 231.51 feet,
Thence North $89^{\circ}25'50''$ West, 20.00 feet to the West right of way line of said Road 60;
Thence South $82^{\circ}05'08''$ West, 42.06 feet;
Thence North $88^{\circ}13'40''$ West, 118.07 feet;
Thence North $01^{\circ}41'13''$ West, 118.20 feet;
Thence North $01^{\circ}46'20''$ East, 121.01 feet, to the North line of said Lot 32;
Thence South $88^{\circ}13'40''$ East along said North line, 184.47 feet, to the Point of Beginning.

Lot B

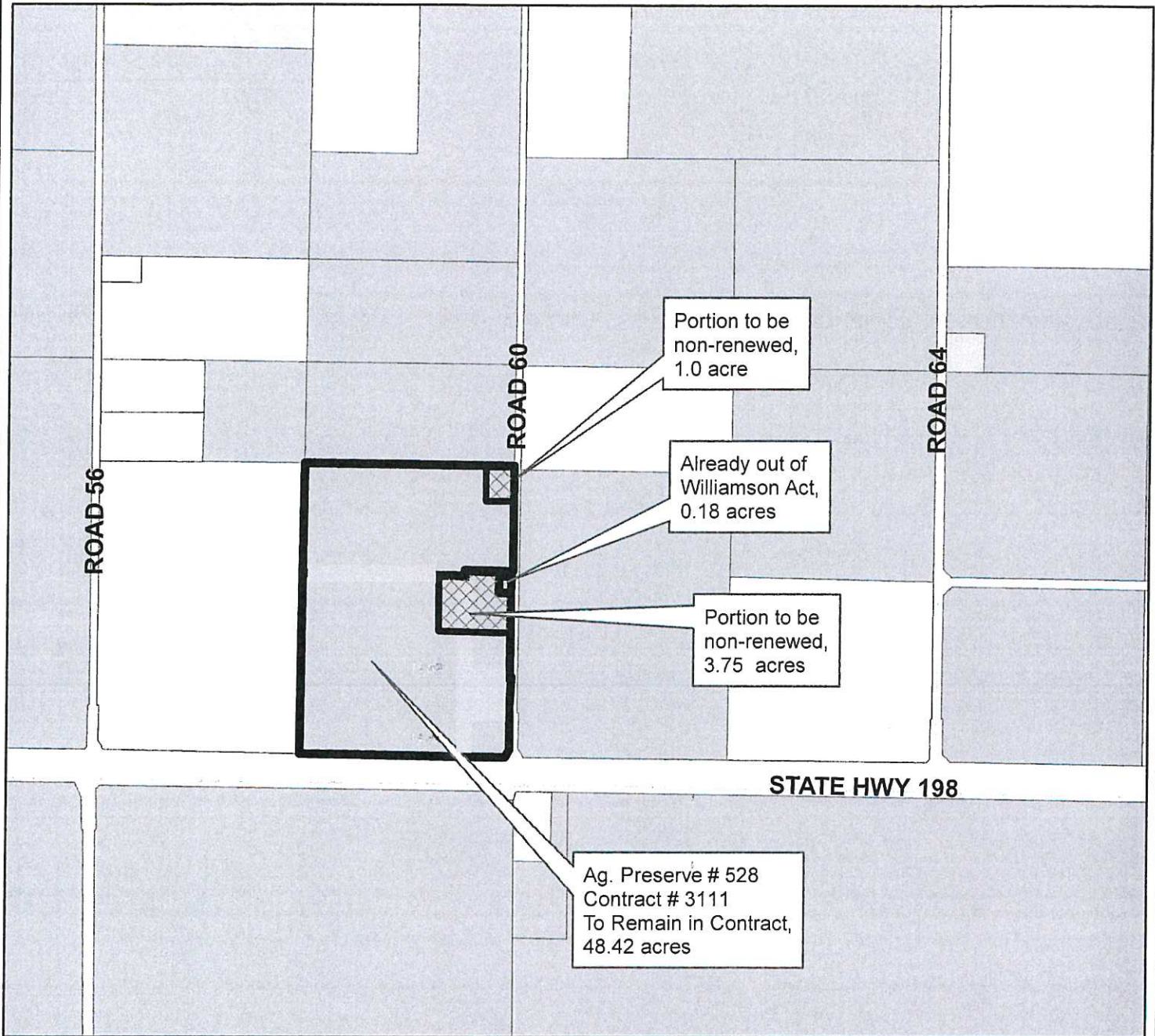
A portion of Lot 32 of Curtis Tract, recorded in Volume 9 of Maps at Page 6, of Tulare County Records, and Parcels 1 and 2 of Parcel Map No. 145 recorded in Book 2 of Parcel Maps, at Page 45, of Tulare County Records, located in the Southeast quarter of Section 26, Township 22 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare State of California, described as follows:

Beginning at the Southeast corner of said Lot 32;
Thence North $88^{\circ}10'07''$ West along the South line of said Lot 32, a distance of 30.00 feet, to the Northeast corner of said Parcel 2;
Thence South $01^{\circ}13'50''$ West along the East line of said Parcel 2, a distance of 380.02 feet;
Thence North $88^{\circ}10'07''$ West, 427.81 feet;
Thence North $02^{\circ}03'52''$ West, 380.00 feet, to the North line of said Parcel 1 and said South line of Lot 32;
Thence South $88^{\circ}10'07''$ East along said North and South line, 132.20 feet, to the West line of said Parcel 2;
Thence North $01^{\circ}48'15''$ East along the northerly projection of said West line of Parcel 2, a distance of 30.00 feet, to a line parallel with and 30.00 feet North of said South line of Lot 32;
Thence South $88^{\circ}10'07''$ East along said parallel line, 319.78 feet, to the East line of said Lot 32;
Thence South $01^{\circ}13'50''$ West along said East line and the centerline of Road 60 and the East line of said Section 6, a distance 30.00 feet to the Point of Beginning.



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal No. WAN 19-005



Owner: Charles W. & Julie Bakker (Trustee)
 Address: 29757 Road 60
 City, State, ZIP: Visalia, CA
 Applicant: Bakker Family Revocable Trust
 Agent: 4 Creeks Inc
 Supervisorial District: 4
 Assessor's Parcel: 073-130-011, -021, -034, -035 -53-

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. 528
12 RESOLUTION NO. 69-2232

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 3111
17 RECORDED ON DECEMBER 24, 1969 AS DOCUMENT NO. 69-3151
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 3111A, RESOLUTION NO. _____, is
22 made and entered into as a result of a Partial Non-Renewal Application, WAN 19-005 for
23 APN No(s). 073-130-011, 073-130-021, 073-130-034, 073-130-035, as of this _____
24 day of _____, 20____, by and between Charles W Bakker and Julie Bakker,
25 as Trustees of the Bakker Family Revocable Trust hereinafter referred to as the "Owner(s)",
26 and the COUNTY of 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. 3111 hereinafter referred to as "Subject
32 Property", which is described for A.P.N. No(s). 073-130-011, 073-130-021, 073-130-034,
33 073-130-035 with legal 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). 073-130-011, 073-130-021, 073-130-034, 073-130-035;

1 WHEREAS, the original Land Conservation Contract was entered into pursuant to
2 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 and
4 Taxation Code;

5 WHEREAS, the Owner has applied for a Partial Non-Renewal of said Land
6 Conservation Contract Number 3111 in regards to all or a portion the Subject Property
7 APN # 073-130-011, 073-130-021, 073-130-034, 073-130-035 to satisfy the conditions set
8 forth as a Condition of Approval of Project Number (if applicable) PLA 18-032 owner's
9 application for a Lot Line Adjustment.

10 WHEREAS, the County in consideration for granting the Lot Line Adjustment,
11 desires to amend Land Conservation Contract Number 3111 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.

21 NOW, THEREFORE, IT IS AGREED as follows:

22 1. This Amendment to Land Conservation Contract Number 3111 is entered
23 into pursuant to the Williamson Act and all of the provisions of said Act, including any

1 amendments hereafter enacted, are hereby incorporated by reference and made a part of
2 this Contract as if fully set forth herein.

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

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

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

1 of Land Resource Protection, Owner or successors or assigns, and by recording such notice
2 in the Official Records of Tulare County. This Amended Land Conservation Contract No.
3 3111A, regarding land owned by Owner, shall terminate with no continuing contractual
4 rights of any kind; provided, however, that the owner may apply for a new Land
5 Conservation Contract or Farmland Security Zone Contract as otherwise may be provided
6 by law.

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

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

13
14 Charles W Bakker, 29873 Road 60, Visalia, CA 93291 (559-333-0684)

15 Julie Bakker, 29873 Road 60, Visalia, CA 93291 (559-333-0687)

16 _____
17 * * *
18
19

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

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

3
4 OWNER(S)

5
6 Charles W Bakker, as Trustees of the Bakker Family Revocable Trust

7
8 Julie Bakker, as Trustees of the Bakker Family Revocable Trust

9 (Print Name)

(Signature)

10
11 Julie Bakker
12
13 Charles W. Bakker
14
15
16

[Handwritten Signature]
[Handwritten Signature]

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

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

23
24 On April 4, 2019 before me,

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

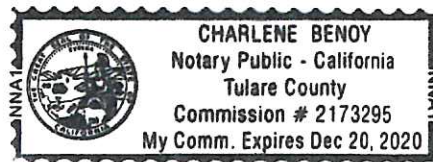
28
29 Julie Bakker Charles W. Bakker
30
31

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

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

40
41 WITNESS my hand and official seal

42
43 Signature Charlene Benoy
44



1 COUNTY OF TULARE

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 BY: _____
8 Deputy Clerk
9

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

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

39 Attachment

1
2
3
4 **EXHIBIT A**
5 **LEGAL DESCRIPTION OF SUBJECT PROPERTY**
6

7 **Lot A**
8

9 A portion of Lot 32 of Curtis Tract, recorded in Volume 9 of Maps at Page 6, of Tulare County
10 Records, located in the Southeast quarter of Section 26, Township 22 South, Range 25 East,
11 Mount Diablo Base and Meridian, in the County of Tulare State of California, described as follows:
12

13 Beginning at the Northeast corner of said Lot 32;
14 Thence South 01°13'50" West along the East line of said Lot 32 and the centerline of Road 60 and
15 the East line of said Section 6, a distance of 231.51 feet,
16 Thence North 89°25'50" West, 20.00 feet to the West right of way line of said Road 60;
17 Thence South 82°05'08" West, 42.06 feet;
18 Thence North 88°13'40" West, 118.07 feet;
19 Thence North 01°41'13" West, 118.20 feet;
20 Thence North 01°46'20" East, 121.01 feet, to the North line of said Lot 32;
21 Thence South 88°13'40" East along said North line, 184.47 feet, to the Point of Beginning.
22

23 **Lot B**
24

25 A portion of Lot 32 of Curtis Tract, recorded in Volume 9 of Maps at Page 6, of Tulare County
26 Records, and Parcels 1 and 2 of Parcel Map No. 145 recorded in Book 2 of Parcel Maps, at Page
27 45, of Tulare County Records, located in the Southeast quarter of Section 26, Township 22 South,
28 Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare State of California,
29 described as follows:
30

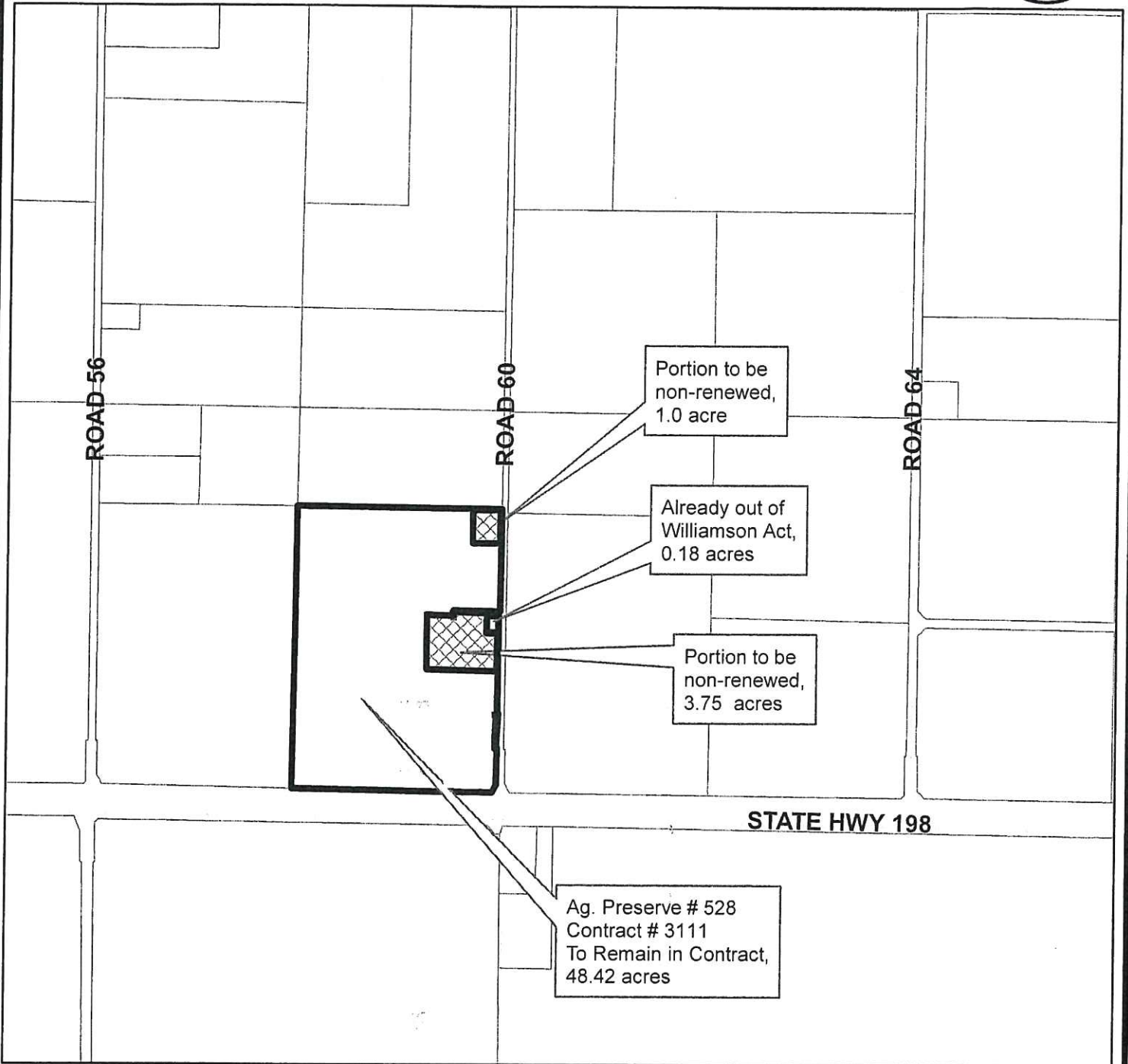
31 Beginning at the Southeast corner of said Lot 32;
32 Thence North 88°10'07" West along the South line of said Lot 32, a distance of 30.00 feet, to the
33 Northeast corner of said Parcel 2;
34 Thence South 01°13'50" West along the East line of said Parcel 2, a distance of 380.02 feet;
35 Thence North 88°10'07" West, 427.81 feet;
36 Thence North 02°03'52" West, 380.00 feet, to the North line of said Parcel 1 and said South line of
37 Lot 32;
38 Thence South 88°10'07" East along said North and South line, 132.20 feet, to the West line of said
39 Parcel 2;
40 Thence North 01°48'15" East along the northerly projection of said West line of Parcel 2, a distance
41 of 30.00 feet, to a line parallel with and 30.00 feet North of said South line of Lot 32;
42 Thence South 88°10'07" East along said parallel line, 319.78 feet, to the East line of said Lot 32;
43 Thence South 01°13'50" West along said East line and the centerline of Road 60 and the East line
44 of said Section 6, a distance 30.00 feet to the Point of Beginning.
45
46



Exhibit "B"

Land in Amended Contract # 3111

Agricultural Preserve # 528



Owner: Charles W. & Julie Bakker (Trustee)
 Address: 29757 Road 60
 City, State, ZIP: Visalia, CA
 Applicant: Bakker Family Revocable Trust
 Agent: 4 Creeks Inc
 Supervisorial District: 4
 Assessors Parcel: 073-130-011, -021, -034, -035 -61-



Attachment 5

Attachments for WAN 19-011 (Sanchez)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 5591A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 19-011
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). Portion of 216-170-016 (Portion)
Acreage Size 4.00± if applicable: Condition of Approval of Planning Project No. PPM 19-012

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 Andrew Sanchez PO Box 645 Strathmore, CA 93267 (559) 359-2163

Tommy Sanchez PO Box 862 Strathmore, CA 93267 (559) 920-6733

Fernando Sanchez, Jr. PO Box 943 Strathmore, CA 93267 (559) 568-1230

Sheila Sanchez PO Box 943 Strathmore, CA 93267 (559) 568-1230

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

x [Signature]

x Tommy Sanchez

x [Signature]

x Sheila Sanchez

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

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

On 8-12-2019 before me,

M. Alvarado a Notary Public

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

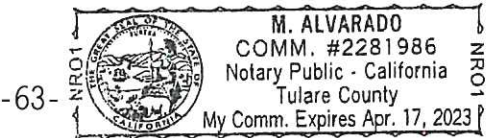
Edward Andrew Sanchez + Tommy Sanchez +

Fernando Sanchez, Jr. + Sheila Sanchez

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 M. Alvarado
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. 1863

Land Conservation Contract No. 5591

Recorded on (Date) January 11, 1971 as Document No. 1971-948

Name(s) of Original/Contract Owner(s) Melville A. Peter, Katherine F. Peter, Francis H. Winter, Lucille Winter, Earl T. Kinsel, and Constance J. Kinsel

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

All that real property located in the County of Tulare, State of California, described as follows:

A portion of the Southwest quarter of the Northwest quarter of Section 34, Township 20 South, Range 27 East, Mount Diablo Base and Principal Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Southwest quarter of the Northwest quarter of Section 34; thence along the northerly line of said Southwest quarter, North 89°57'52" East, 422.76 feet;

Thence leaving said northerly line and through the interior of said Southwest quarter, the following four (4) courses:

1. South 01°01'12" East, 264.04 feet;
2. South 89°57'52" West, 165.00 feet;
3. South 01°01'12" East, 259.07 feet;
4. South 89°57'52" West, 257.76 feet to an intersection with the westerly line of said Southwest quarter;

Thence along said westerly line, North 01°01'12" West, 523.11 feet to the POINT OF BEGINNING.

Containing 4.10 acres, more or less.



QK: 08/07/2019

L:\Projects\2019\190059\ACAD\Legals\190059-Legal for Williamson Act.docx

Page 1 of 1

“Exhibit B”

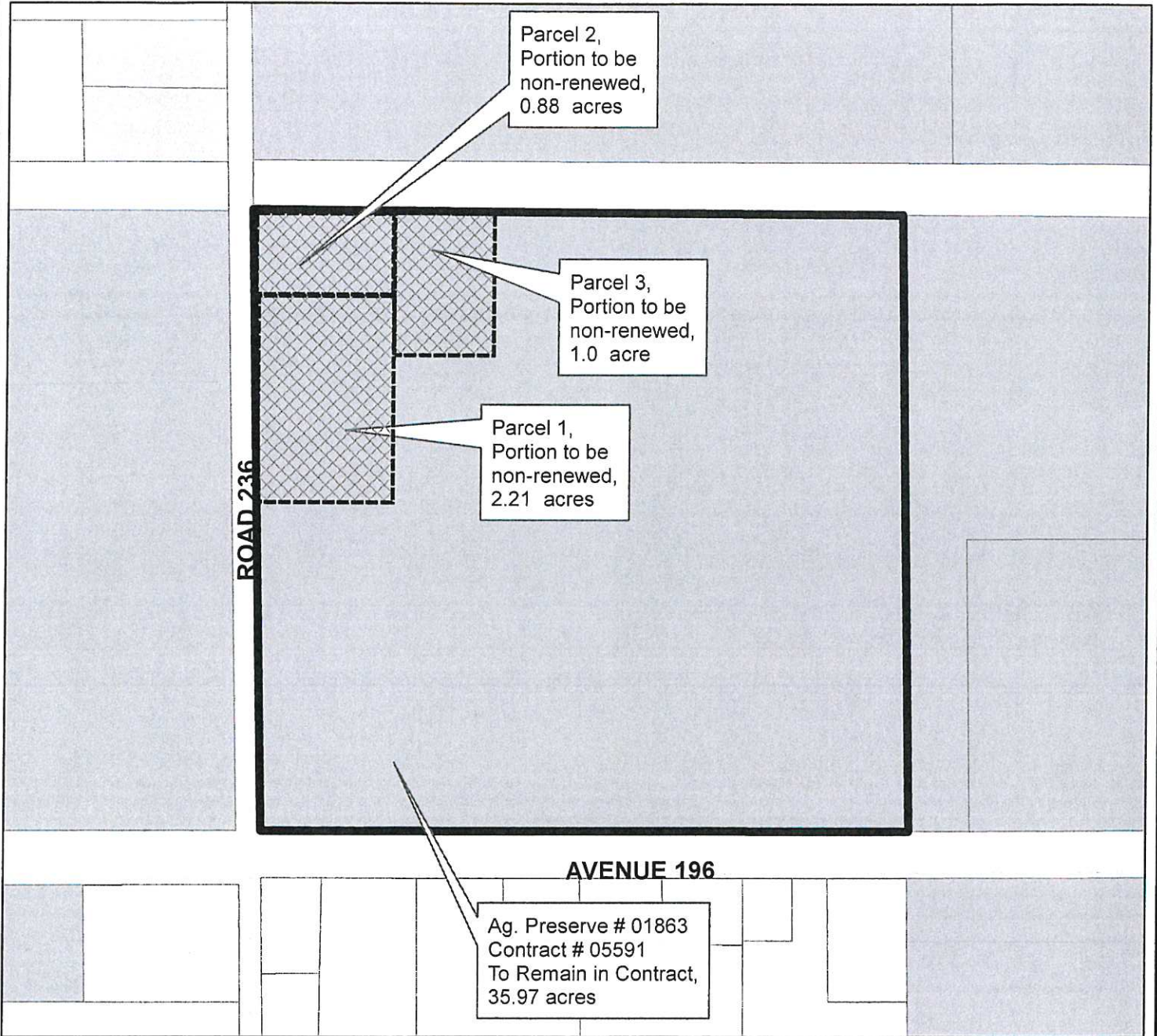
Illustrative Map Diagram of Subject Property



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal

No. WAN 19-011



Owner: Edward Sanchez,
Tommy Sanchez, Fernando Sanchez, Jr.,
and Sheila Sanchez

Address: 19796 Road 236

City, State, ZIP: Strathmore, Ca 93267

Applicant: Edward Andrew Sanchez

Agent: QK

Supervisorial District: 1

Assessors Parcel: 216-170-016

0 500
Feet

- 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. 01863
12 RESOLUTION NO. 70-3498

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 05591
17 RECORDED ON January 11, 1971 AS DOCUMENT NO. 1971-948
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 05591A, RESOLUTION NO. 70-3498, is
22 made and entered into as a result of a Partial Non-Renewal WAN 19-011 Application
23 for APN No(s). 216-170-016, as of this _____ day of
24 _____, 20____, by and between Edward Sanchez, Tommy
25 Sanchez, Fernando Sanchez, Jr., and Sheila Sanchez, hereinafter referred to as the
26 "Owner", and the COUNTY of TULARE, hereinafter referred to as the "County";

27 WITNESSETH
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 05591 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 216-170-016 with legal
32 description as described in Exhibit A and illustrated in Exhibit B.

33 WHEREAS this contract amendment applies only to the owners of the Subject
34 Property: A.P.N. No(s). 216-170-016;

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 05591 in regards to all or a portion of the Subject
7 Property APN(s) 216-170-016 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) PPM 19-012 owner's application for
9 Tentative Parcel Map.

10 WHEREAS, the County, in consideration for granting the Tentative Parcel Map
11 and Partial Non-Renewal, desires to amend Land Conservation Contract Number 05591,
12 in regards to the land owned by Owner to include a provision which states that the
13 original contract and that portion subject to the project, will continue to be in full force
14 and effect, subject to the express condition that funds be annually appropriated by the
15 State of California, and that annual payments continue to be made to the County by the
16 State Controller, under the provisions of the Open Space Subvention Act (California
17 Government Code section 16140, et. seq.), and that if said funds are not appropriated or
18 dispersed the County may terminate the Contract in regards to the land owned by Owner
19 and declare it null and void.

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

22

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 05591 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. 05591, regarding land owned by Owner, shall terminate with no
7 continuing contractual rights of any kind; provided, however, that the owner may apply
8 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
9 may be provided by law.

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

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

16
17 Edward Sanchez, PO Box 645, Strathmore, Ca 93267 (559) 359-2163

18 Tommy Sanchez, PO Box 862, Strathmore, Ca 93267 (559) 920-6733

19 Fernando Sanchez, Jr. PO Box 943, Strathmore, Ca 93267 (559) 568-1230

20 Sheila Sanchez, PO Box 943, Strathmore, Ca 93267 (559) 568-1230

21
22 * * *

23
24 **By execution hereof, the undersigned parties declare under penalty of perjury that**
25 **he/she/they constitute and are all of the fee title owners of the Subject Property**
26 **described herein, and are, or are the successors-in-interest of, the owners of such**
27 **property who entered into the Land Conservation Contract.**
28

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

4 OWNER(S)

5
6 Edward Sanchez
7 (Print Name)

(Signature)

8
9 Tommy Sanchez
10 (Print Name)

(Signature)

11
12 Fernando Sanchez, Jr.
13 (Print Name)

(Signature)

14
15 Sheila Sanchez
16 (Print Name)

(Signature)

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

21 **ACKNOWLEDGMENT**

22
23 STATE OF CALIFORNIA
24 COUNTY OF Tulare } s. s.

25
26 On October 28, 2019 before me,

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

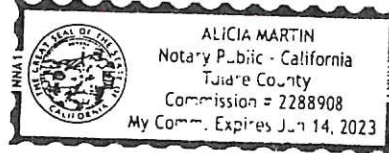
30
31 Edward Sanchez Tommy Sanchez
32

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

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

40
41 WITNESS my hand and official seal

42
43 Signature Alicia Martin
44



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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)SS
COUNTY OF Tulare)

On Oct. 28, 2019 before me, Alicia Martin, Notary Public, personally appeared Fernando Sanchez Jr. and Sheila Sanchez

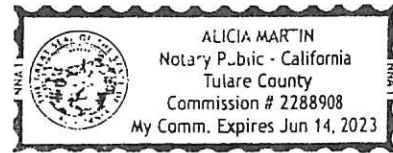
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Alicia Martin



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

1 COUNTY OF TULARE

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 BY: _____
8 Deputy Clerk
9

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

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

17 ACKNOWLEDGMENT

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

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

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

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

35 WITNESS my hand and official seal.

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

40 Attachment

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EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND CONSERVATION CONTRACT
PROPERTY

"Exhibit A"

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

All that real property located in the County of Tulare, State of California, described as follows:

A portion of the Southwest quarter of the Northwest quarter of Section 34, Township 20 South, Range 27 East, Mount Diablo Base and Principal Meridian, more particularly described as follows:

BEGINNING at the northwest corner of said Southwest quarter of the Northwest quarter of Section 34; thence along the northerly line of said Southwest quarter, North 89°57'52" East, 422.76 feet;

Thence leaving said northerly line and through the interior of said Southwest quarter; the following four (4) courses:

1. South 01°01'12" East, 264.04 feet;
2. South 89°57'52" West, 165.00 feet;
3. South 01°01'12" East, 259.07 feet;
4. South 89°57'52" West, 257.76 feet to an intersection with the westerly line of said Southwest quarter;

Thence along said westerly line, North 01°01'12" West, 523.11 feet to the POINT OF BEGINNING.

Containing 4.10 acres, more or less.



QK: 08/07/2019

L:\Projects\2019\190059\ACAD\Legals\190059-Legal for Williamson Act.docx

Page 1 of 1

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EXHIBIT B
ILLUSTRATIVE MAP OF SUBJECT LAND CONSERVATION CONTRACT
PROPERTY

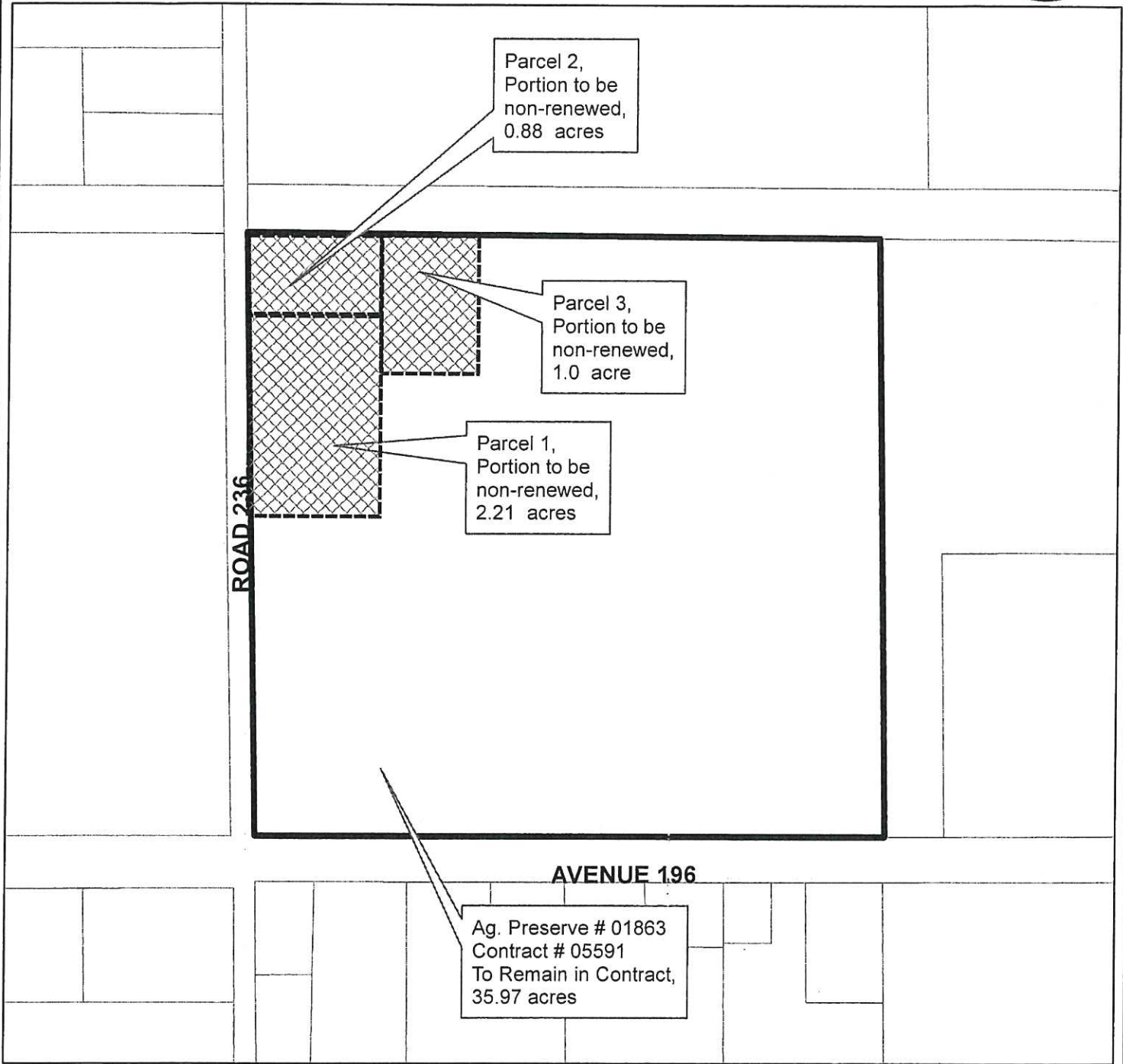
[Tulare County RMA will provide this diagram]



Exhibit "B"

Land in Amended Contract # 05591

Agricultural Preserve # 01863



Owner: Edward Sanchez,
Tommy Sanchez, Fernando Sanchez, Jr.,
and Sheila Sanchez

Address: 19796 Road 236

City, State, ZIP: Strathmore, Ca 93267

Applicant: Edward Andrew Sanchez

Agent: QK

Supervisorial District: 1

Assessors Parcel: 216-170-016



Attachment 6

Attachments for WAN 19-013 (Wawona Farm Co. LLC)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 4585A:
 - Exhibit A: Contract Land Legal Description
 - Exhibit B: Map of Land in Amended Contract

WAN 19-013

RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

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

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT

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

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

Assessor's Parcel No(s) 030-090-0186 (Portion)

Acreage Size 1.57 gross if applicable: Condition of Approval of Planning Project No. PLA19-010

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)

Wawona Farm Co. LLC.

12133 Avenue 408, Cutler, CA 93615

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

Justin Birch

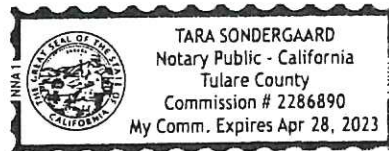
"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

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

On Sept 12, 2019 before me,

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

Justin Birch



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 Tara Sondergaard

Attachments: Exhibit A: Legal Description, Exhibit B: Map -80-

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. 1254
Land Conservation Contract No. 4585
Recorded on (Date) FEBRUARY 16, 1971 as Document No. 1971-0006422
Name(s) of Original/Contract Owner(s) MIKE J. WALDNER

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

Land Subject to Non-Renewal of Williamson Act Contract (Agricultural Preserve)

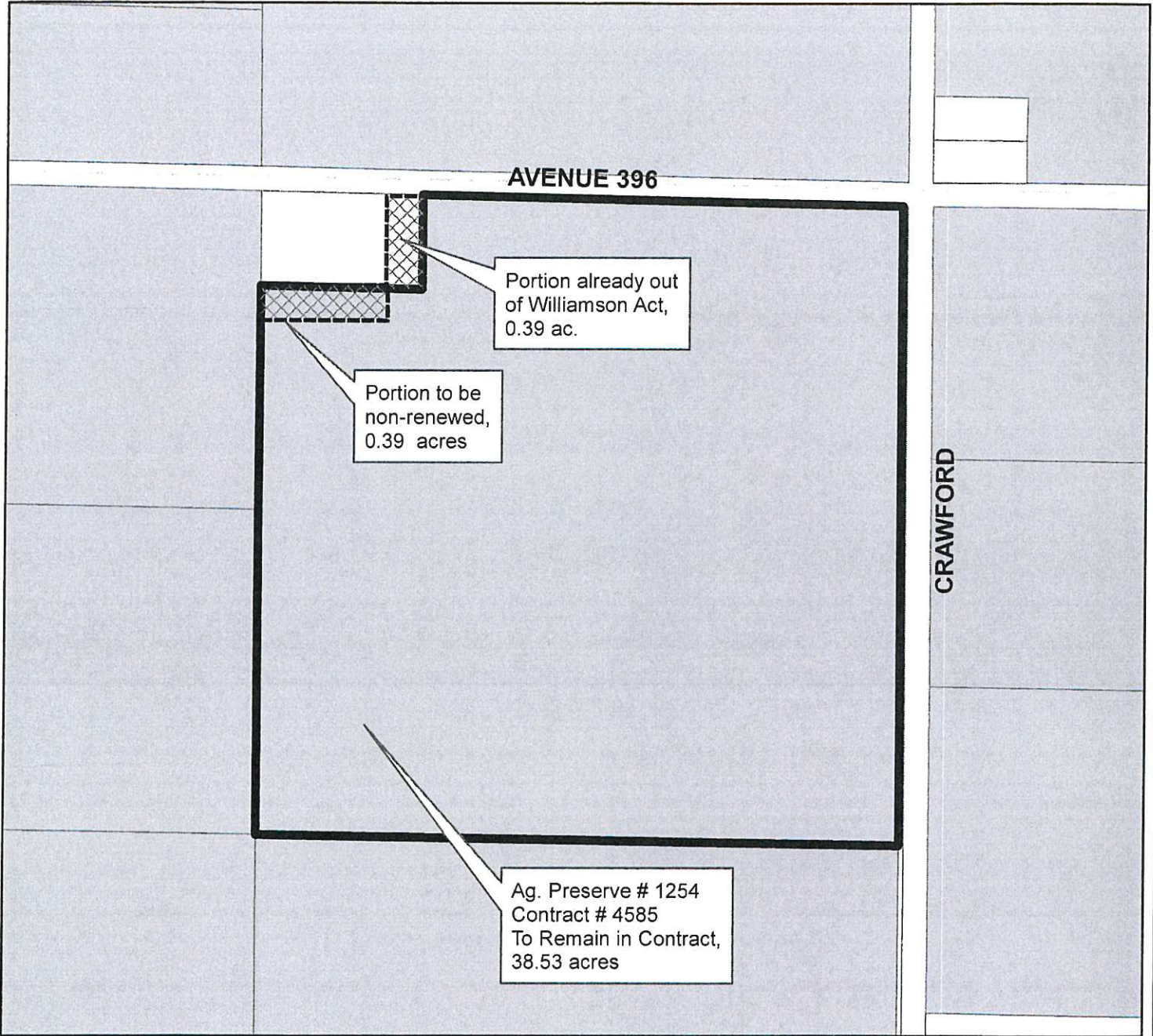
That portion of the Northeast quarter of the Southeast quarter of Section 29, Township 16 South, Range 24 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Tulare, State of California, according to the Official Plat thereof, more particularly described as follows:

The South 68.57 feet of the West 245.00 feet of the North 278.57 feet thereof.



Exhibit "B"

Ag. Preserve Map Partial Non-Renewal No. WAN 19-013



Owner: Wawona Farm Co. LLC
 a Delaware limited liability company
 Address: 12133 Avenue 308
 City, State, ZIP: Cutler, CA 93615
 Applicant: Same
 Agent: Neil Zerlang – Land Surveyor
 Supervisorial District: 4
 Assessor's Parcel: 030-090-016



- 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. 1254
12 RESOLUTION NO. 1970-2307

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 4585
17 RECORDED ON FEBRUARY 16, 1971 AS DOCUMENT NO. 1971-0006422
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 4585A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Lot Line Adjustment Application No. PLA 19-
23 010 for a portion of existing APN 030-090-016, as of this _____ day
24 of _____, 2019, by and between Wawona Farm Co. LLC, a Delaware limited
25 liability company, hereinafter referred to as the "Owner", and the COUNTY of TULARE,
26 hereinafter referred to as the "County";

27 WITNESSETH
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 4585 hereinafter referred to as
31 "Subject Property", which is described for a portion of existing A.P.N. No. 030-090-016
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. 030-090-016;

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 4585 in regards to all or a portion of the Subject Property
7 for APN 030-090-016 to satisfy the conditions set forth as a Condition of Approval of
8 Project Number (if applicable) PLA 19-010 owner's application for a Lot Line
9 Adjustment;

10 WHEREAS, the County in consideration for granting the Partial Non-Renewal,
11 desires to amend Land Conservation Contract Number 4585 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.

21

1 NOW, THEREFORE, IT IS AGREED as follows:

2 1. This Amendment to Land Conservation Contract Number 4585A 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. 4585A, 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 Wawona Farm Co. LLC, a Delaware limited liability company, 12133 Avenue 408,
18 Cutler, CA 93615 (559) 528-4699

19 _____
20 _____

21
22
23
24 * * *

25
26 **By execution hereof, the undersigned parties declare under penalty of perjury that**
27 **he/she/they constitute and are all of the fee title owners of the Subject Property**
28 **described herein, and are, or are the successors-in-interest of, the owners of such**
29 **property who entered into the Land Conservation Contract.**
30

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)
for Wawona Farm Co. LLC, a Delaware Limited Liability Co.
5
6 Justin Birch [Signature]
7 (Print Name) (Signature)
8
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
20 STATE OF CALIFORNIA
21 COUNTY OF Tulare } s. s.
22

23 On Sept 12, 2019 before me,

24
25 Tara Sondergaard a Notary Public
26 in and for said County and State, personally appeared (printed names):
27

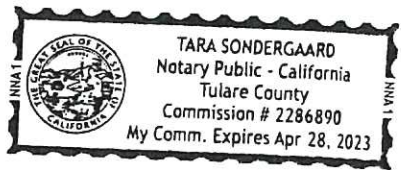
28 Justin Birch
29

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

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

38 WITNESS my hand and official seal

39
40 Signature Tara Sondergaard
41



1 COUNTY OF TULARE

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

6
7 BY: _____
8 Deputy Clerk
9

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

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

17 ACKNOWLEDGMENT

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

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

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

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

35 WITNESS my hand and official seal.

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

40 Attachment

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

6
7 **Parcel 2 - Wawona Farm Co. LLC**
8

9 The Northeast quarter of the Southeast quarter of Section 29, Township 16 South, Range
10 24 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California,
11 according to the United States Government Plats thereof.
12

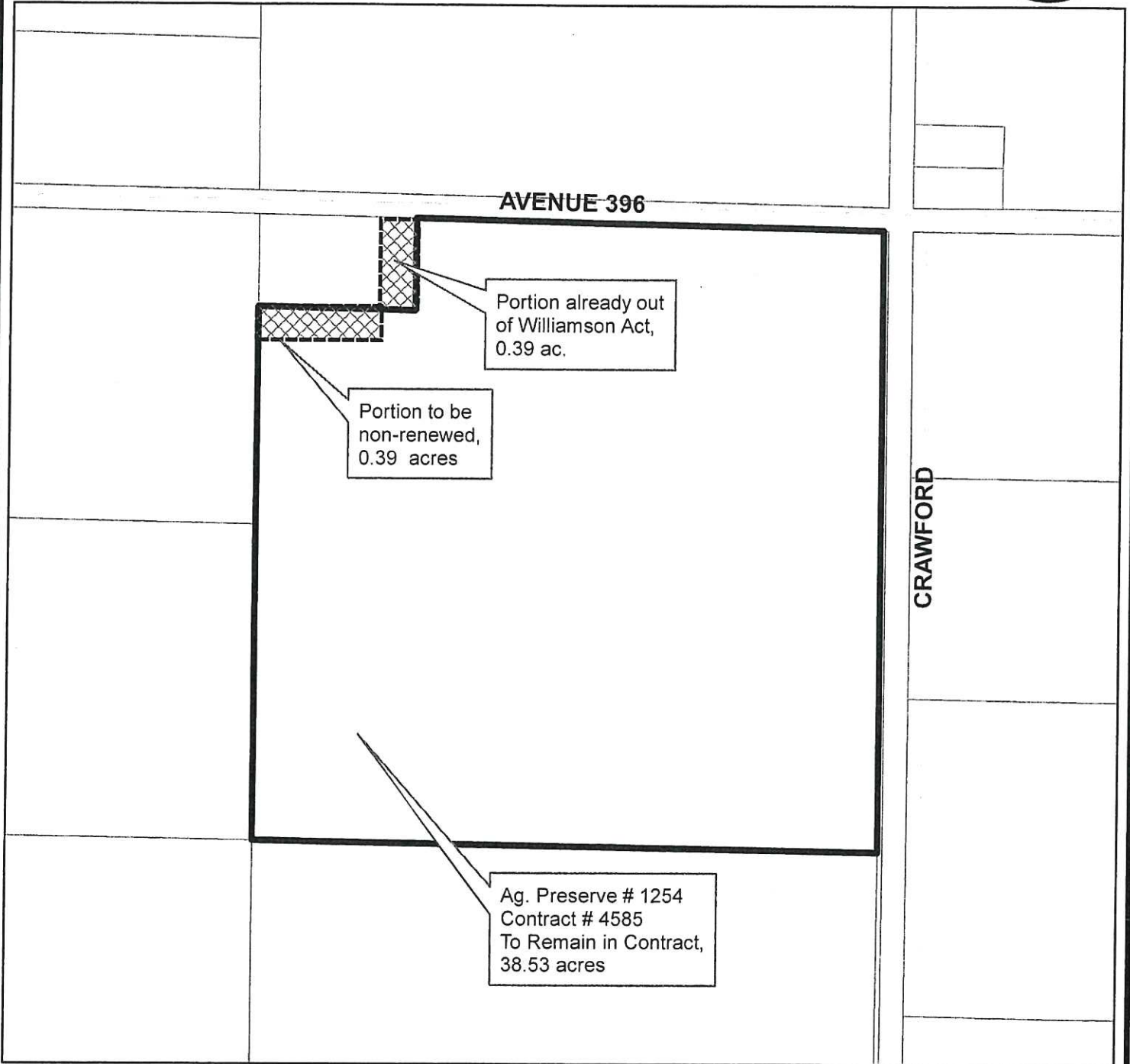
13 EXCEPTING THEREFROM the West 245.00 feet of the North 278.57 feet thereof.
14
15



Exhibit "B"

Land in Amended Contract # 4585

Agricultural Preserve # 1254



Owner: Wawona Farm Co. LLC
 a Delaware limited liability company
 Address: 12133 Avenue 308
 City, State, ZIP: Cutler, CA 93615
 Applicant: Same
 Agent: Neil Zerlang – Land Surveyor
 Supervisorial District: 4
 Assessors Parcel: 030-090-016

0 500
 Feet

