



**Resource Management
Agency
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One

PETE VANDER POEL
District Two

PHILLIP A. COX
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: July 9, 2013

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: Authorize Partial Non-Renewal of Agricultural Preserve Contract and Approve Land Conservation Contract Amendment

REQUEST(S):

Request that the Board of Supervisors:

- 1) Authorize the filing of Notices of Partial Non-Renewal for the following one (1) Land Conservation Contract as provided in the Williamson Act. The request fulfill conditions resulting from the creation of one parcel map:

PNR 13-009 - Williamson Act Contract No. 16157, Ag Preserve No. 4261, located at the southwest corner of the intersection of Avenue 384 and Road 132, south of Cutler (Sark Davidian) (3.85 acres (homesite) from 28.68 acres to be non-renewed as a condition of PLA 12-035) (28.68 acres in two parcels subject to contract amendment).

- 2) Approve the execution of amendment to the Land Conservation Contract as a condition of approval for the aforementioned partial non-renewal; and
- 3) Authorize the Chairman to sign the amendment to the Williamson Act Contract.

SUMMARY:

The one (1) Notice of Partial Non-Renewal of Williamson Act Contract has been received pursuant to Government Code Section 51245 (Williamson Act). The notice is filed to meet conditions of approval for parcel map. The notices will affect

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DATE: July 9, 2013

the 3.85 acres. The amended Land Conservation Contract will affect a total of 28.68 acres.

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

The notice of the above-listed Partial Non-Renewal was submitted after July 22, 2008 and is 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 3.85 acres of Williamson Act contracted lands. However, increased property taxes on contracts in nonrenewals 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 nonrenewal and reach full market value when the property completes nonrenewal. The County General Fund receives only sixteen percent (16%) of total property tax revenue charged to a property.

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

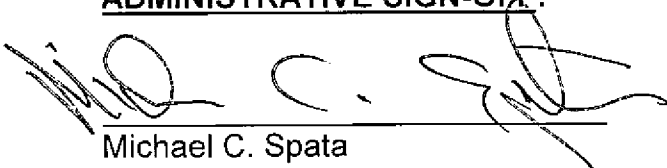
In addition the County will be authorized to recapture 10% of the participating landowners' property tax savings. This legislation is authorized from January 1, 2011 through January 1, 2016 (Government Code Section 51244). The applicant pays the filing fees to process the partial non-renewal application. The application for the PNR had a flat filing fee of \$363 for the 1 application submitted.

SUBJECT: Authorize Partial Non-Renewal of Agricultural Preserve Contract and
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LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

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

ADMINISTRATIVE SIGN-OFF:



Michael C. Spata
RMA Assistant Director, Planning

cc: Auditor-Controller
County Counsel
County Administrative Office (2)

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

1. PNR 13-009 (Davidian)

IN THE MATTER OF AUTHORIZING)
PARTIAL NON-RENEWAL OF AGRI-) Resolution No. _____
CULTURAL PRESERVE CONTRACT AND)
APPROVE LAND CONSERVATION)
CONTRACT AMENDMENT)

3) Authorized the Chairman to sign the amendment to the Williamson Act Contract.

Attachments for PNR 13-009 (Davidian)

- Partial Non-Renewal Application
 - Exhibit A Subject Parcel Legal Description
 - Ag Preserve Map
- Amended Contract 16157A:
 - Exhibit A Contract Land Legal Description
 - Exhibit B Map of Land in Amended Contract

Case No. PNR 13-009
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PARTIAL NONRENEWAL OF LAND CONSERVATION CONTRACT

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

This is to notify the County of Tulare that a portion of the (Williamson Act Agricultural Preserve) Land Conservation Contract on the property herein described will not be renewed as of January 1, 2014. The legal description of the portion for which the Land Conservation Contract will not be renewed is included as "Exhibit A".

I/we understand that this notice of partial nonrenewal cannot become effective unless and until the Board of Supervisors authorizes its service under California Government Code Section 51245.

Assessor's Parcel No(s). 050-010-03 (Portion)

Acreage 3.85 If applicable: Condition of Approval of Project No. PLA 12-035

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)

Sark S. Davidian 13109 Avenue 384 Cutler, CA 93615 559-679-4840

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

Sark S. Davidian
Sark S. Davidian

STATE OF CALIFORNIA
COUNTY OF Tulare } S.S.

On April 4, 2013 before me,

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

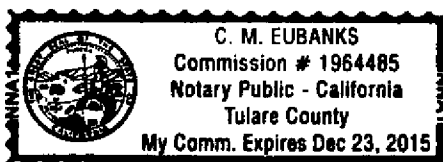
Sark S. Davidian

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

559-528-3093



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" under the following Land Conservation Contract:

Agricultural Preserve No. 4261

Land Conservation Contract No. 16157

Recorded on (Date) February 26, 1969 as Document No. 7216

Name(s) of Original/Contract Owner(s) John Kennth Berry and Richard Norman Berry

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

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: _____

(2012)

"Exhibit A"

Parcel 1

That portion of the East half of the Northeast quarter of the Northeast quarter of Section 5, and the East half of the West half of the Northeast quarter of the Northeast quarter of Section 5, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, according to the official plat thereof, more particularly described as follows:

Commencing for reference at the Northeast corner of said Section 5;

Thence West along the North line of said Section 5 a distance of 300.00 feet to the **True Point of Beginning**;

Thence continuing West a distance of 405.00 feet;

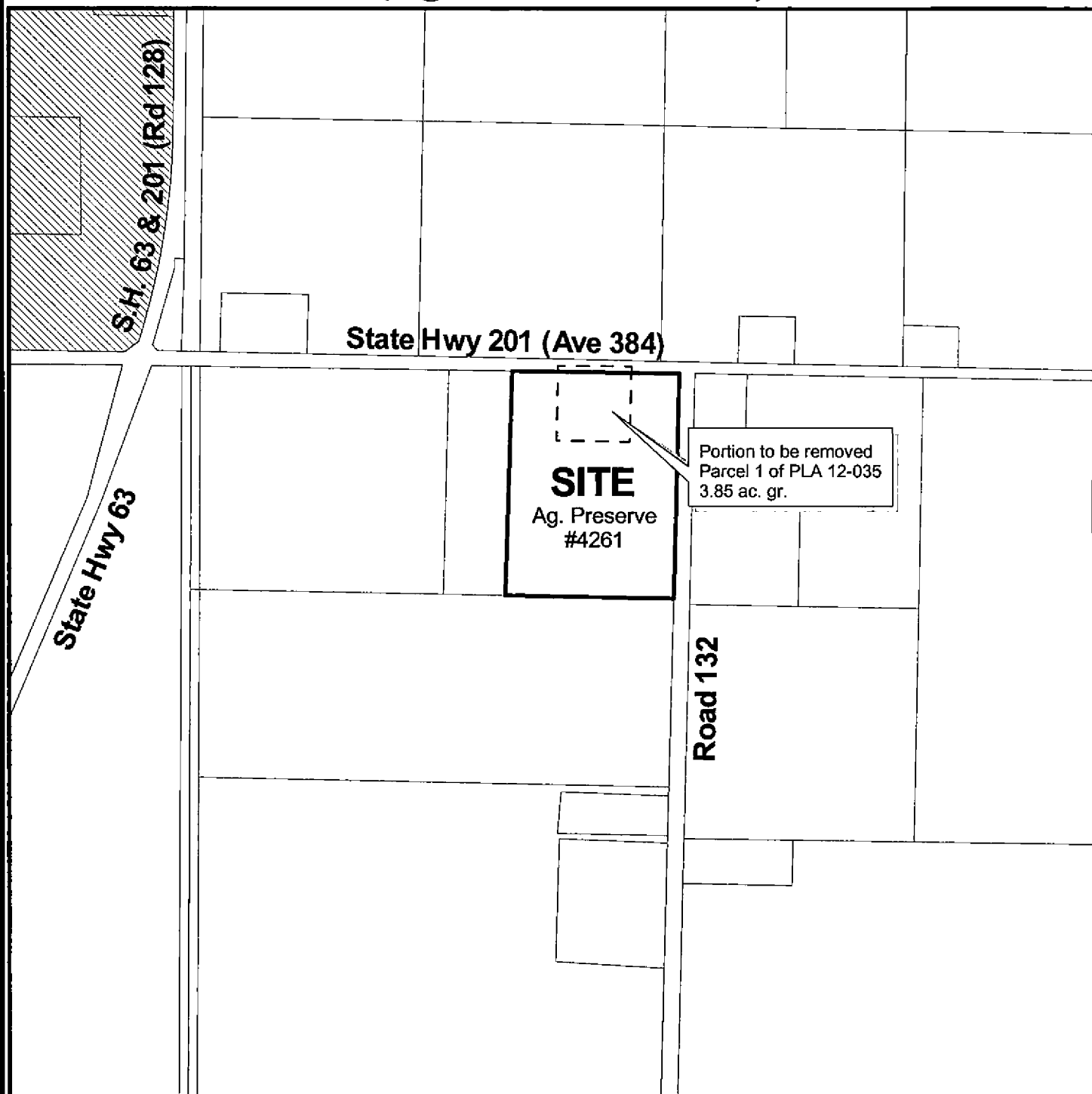
Thence South, perpendicular to said North line, a distance of 414.00 feet;

Thence East, parallel with said North line, a distance of 405.00 feet;

Thence North, perpendicular to said North line, a distance of 414.00 feet to the **True Point of Beginning**.



Ag. Preserve Map for PNR 13-009 (Ag. Preserve # 4261)



Owner: DAVIDIAN SARK JR (TR LIV TR)
Address: 13109 AVENUE 384
City, State ZIP: CUTLER CA 93615
Applicant: Sark Davidian
Agent: Neil Zerlang
Supervisory District # 4
Assessors Parcel # 050010003

400 0 400 800 1200 1600 Feet

Ag Preserves

- Williamson Act Preserves
- Williamson Act Preserves - Non Renewal
- Farmland Security Zones



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. 4261
12 RESOLUTION NO. 90-1540

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 16157
17 RECORDED ON FEBRUARY 21, 1991 AS DOCUMENT NO. 1991-0010355
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 16157 A, RESOLUTION
22 NO. _____, is made and entered into as a result of a Lot Line Adjustment No.
23 PLA 12-035 Application for APN No. 050-010-003, as of this _____ day of
24 _____, 20____, by and between Sark S. Davidian hereinafter
25 referred to as the "Owner", and the COUNTY of TULARE, hereinafter referred to as the
26 "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. 16157 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 050-010-003 with legal
33 description as described in Exhibit A and illustrated in Exhibit B.

34 WHEREAS this contract amendment applies only to the owners of the Subject
35 Property: A.P.N. No(s). 050-010-003;

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

5 WHEREAS, the Owner has applied for a Partial Notice of Non-Renewal of said
6 Land Conservation Contract Number 16157 in regards to all or a portion the Subject
7 Property APN # 050-010-003 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) Lot Line Adjustment No. PLA 12-035
9 owner's 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 16157 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 16157 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. 16157 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 Sark S. Dividian, 13109 Avenue 384, Cutler, CA 93615, 559-679-4840

17
18
19
20
21
22 * * *

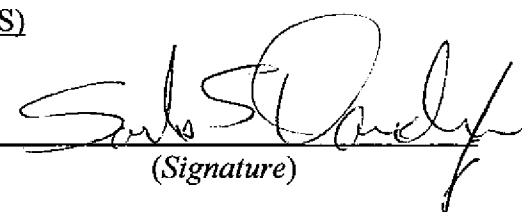
23
24
25 **By execution hereof, the undersigned parties declare under penalty of perjury that**
26 **he/she/they constitute and are all of the fee title owners of the Subject Property**
27 **described herein, and are, or are the successors-in-interest of, the owners of such**
28 **property who entered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

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 Sark S. Davidian

7 (Print Name)

8 
9 (Signature)

10
11
12 STATE OF CALIFORNIA

13 COUNTY OF Tulare } s. s.

14
15
16 On April 4, 2013 before me,

17
18 C. M. Eubanks a Notary Public
19 in and for said County and State, personally appeared (printed names) :

20
21 Sark S. Davidian

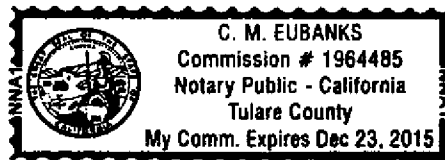
22
23 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
24 is/are subscribed to the within instrument and acknowledged to me that he/she/they
25 executed the same in his/her/their authorized capacity(ies), and that by his/her/their
26 signature(s) on the instrument the person(s), or the entity upon behalf of which the
27 person(s) acted, executed the instrument.

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

30
31 WITNESS my hand and official seal

32
33 Signature 

559-528-3093



1 **COUNTY OF TULARE**

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

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

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

14
15
16 **STATE OF CALIFORNIA)**
17 **) ss.**
18 **COUNTY OF TULARE)**
19

20 On _____ before me, _____ a

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

27
28 **I certify under PENALTY OF PERJURY under the laws of the State of California**
29 **that the foregoing paragraph is true and correct.**
30

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

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

36 Attachment
37
38
39

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

The East half of the Northeast quarter of the Northwest quarter of Section 5, and the East half of the West half of the Northeast quarter of the Northeast quarter of Section 5, Township 17 South, Range 25 East, Mount Diablo Base and Meridian, according to the official plat of.

Excepting therefrom the following described parcel:

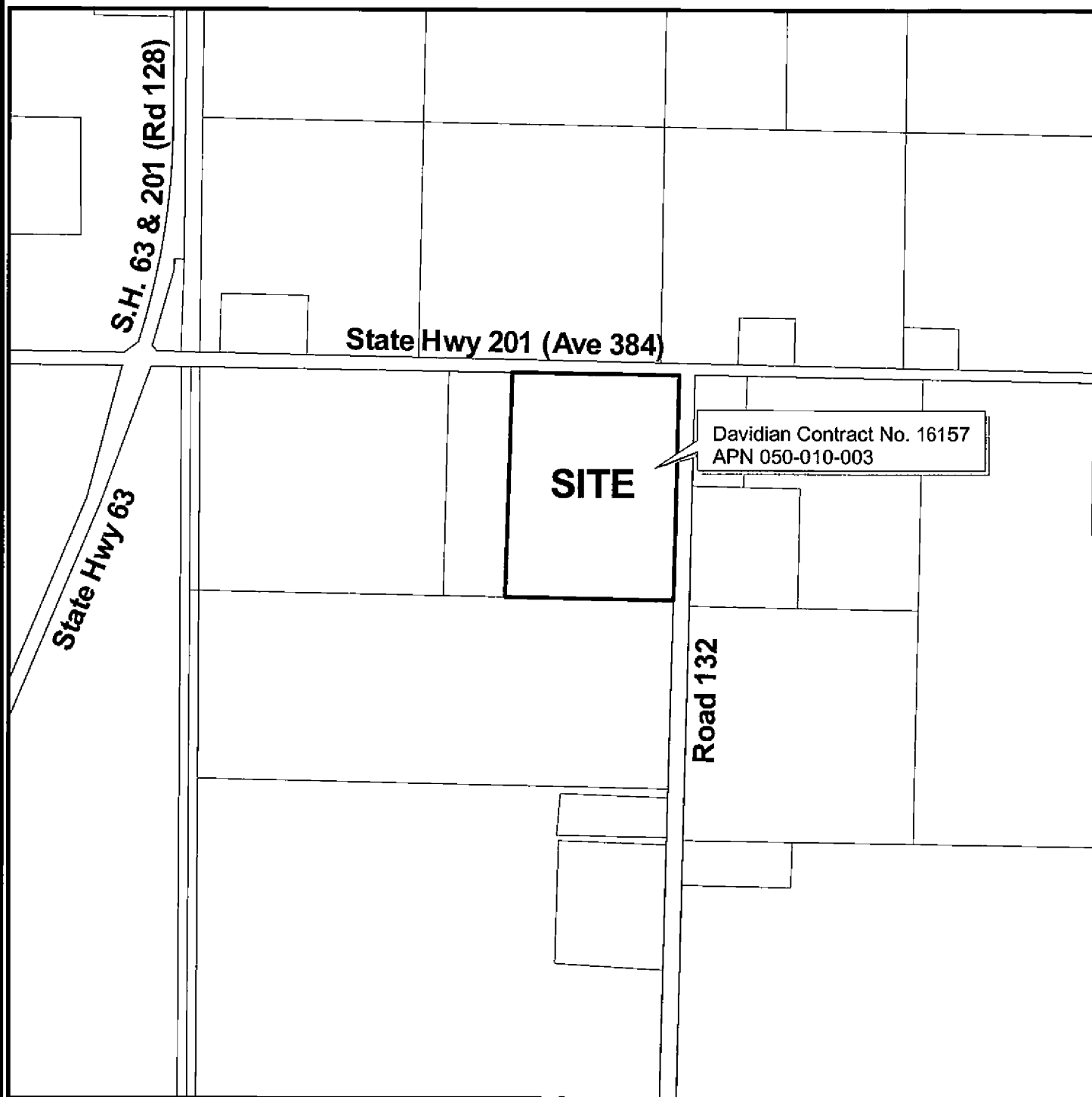
Commencing for reference at the Northeast corner of said Section 5;
Thence West along the North line of said Section 5 a distance of 300.00 feet to the **True Point of Beginning**;
Thence continuing West a distance of 405.00 feet;
Thence South, perpendicular to said North line, a distance of 414.00 feet;
Thence East, parallel with the North line, a distance of 405.00 feet;
Thence North, perpendicular to said North line, a distance of 414.00 feet to the **True Point of Beginning**.



Exhibit "B"

Land in Amended Contract No. 16157A

PNR 13-009



Owner: DAVIDIAN SARK JR (TR LIV TR)
Address: 13109 AVENUE 384
City, State ZIP: CUTLER CA 93615
Applicant: Sark Davidian
Agent: Neil Zerlang
Supervisory District # 4
Assessors Parcel # 050010003

400 0 400 800 1200 1600 Feet

