



**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: September 10, 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-Renewals of Agricultural Preserve Contracts and Approve 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 the approval of two separate parcel maps and four lot line adjustments:

PNR 11-028 - Williamson Act Contract No. 4162, Ag Preserve No. 1025, located north of the alignment of Avenue 392, between Road 104 and Road 108, north of Monson, (Lonnie & Judith Pattee and John Jacobi) (10± acres from 59.17 acres to be non-renewed as a condition of PLA 10-046) (59.17 acres in two parcels subject to contract amendment).

PNR 12-009 – Williamson Act Contract No. 05585, Ag Preserve No. 1831, located on the southeast corner of Avenue 237 and Road 200, west of Lindsay (Leonora Pescolido) (3.03-acres from 46.9 acres to be non-renewed as a condition of PLA 12-004 (46.9 acres in two parcels subject to contract amendment).

PNR 13-016 – Williamson Act Contract No. 10859, Ag Preserve No. 1590, located on the east side of Road 204, south of Avenue 224 (Canna Street), and west of Lindsay (Guy A. Wollenman and Joanie E. Wollenman) (0.65

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acres from 9.33 acres to be non-renewed as a condition of PLA 13-011 (9.33 acres in two parcels subject to contract amendment).

PNR 13-018 -- Williamson Act Contract No. 4442, Ag Preserve No. 1214, located on the west side of Road 60, approximately 800 feet south of Avenue 240, west of Tulare (Dennis A. Mederos, David L. Mederos, Douglas Mederos) (1.12 acre from 36.63 acres non-renewed as a condition of PLA 13-002) 36.63 acres in two parcels subject to contract amendment.

PNR 13-019 - Williamson Act Contract No. 5227, Ag Preserve No. 1785, located on the northwest and northeast corners of the intersection of Road 76 and Avenue 430, north of Dinuba (Clifford W. Unruh) (1.82 acre from 35.5 acres to be non-renewed as a condition of PPM 12-033) 35.5 acres in two parcels subject to contract amendment.

PNR 13-020 - Williamson Act Contract No. 3484, Ag Preserve No. 946, located on the northeast corner of the intersection of Road 112 and State Highway 201, west of Cutler (Jerry Halford) (1.31 acres from 37.72 acres to be non-renewed as a condition of PPM 12-036) 37.72 acres in two parcels subject to contract amendment.

- 2) Approve the execution of amendments to the Land Conservation Contracts as a condition 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 are filed to meet conditions of approval for two parcel maps and four lot line adjustments. The notices will affect 17.93 acres. The amended Land Conservation Contracts will affect a total of 225.25 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: Authorize Partial Nonrenewal of Agricultural Preserve Contracts and Approve Land Conservation Contract Amendments

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including Partial Non-Renewal applications, submitted after July 22, 2008.

The above-listed 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 17.93 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. All applications for Partial Non-Renewals have a flat filing fee of \$373 each, totaling \$2,238 for the six applications submitted.

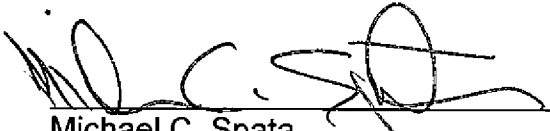
LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

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: Authorize Partial Nonrenewal of Agricultural Preserve Contracts and
Approve Land Conservation Contract Amendments

DATE: September 10, 2013

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 11-028 (Jacobi/Pattee)
2. PNR 12-009 (Pescolido)
3. PNR 13-016 (Wollenman)
4. PNR 13-018 (Mederos)
5. PNR 13-019 (Unruh)
6. PNR 13-020 (Halford)

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

IN THE MATTER OF AUTHORIZING)
PARTIAL NONRENEWAL OF) Resolution No. _____
AGRICULTURAL PRESERVE CONTRACTS)
AND APPROVE LAND CONSERVATION)
CONTRACT AMENDMENTS)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

That the Board of Supervisors:

- 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 the approval of two separate parcel maps and four lot line adjustments:

PNR 11-028 - Williamson Act Contract No. 4162, Ag Preserve No. 1025, located north of the alignment of Avenue 392, between Road 104 and Road 108, north of Monson, (Lonnie & Judith Pattee and John Jacobi) (10± acres from 59.17 acres to be non-renewed as a condition of PLA 10-046) (59.17 acres in two parcels subject to contract amendment).

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condition of PLA 12-004 (46.9 acres in two parcels subject to contract amendment).

PNR 13-016 – Williamson Act Contract No. 10859, Ag Preserve No. 1590, located on the east side of Road 204, south of Avenue 224 (Canna Street), and west of Lindsay (Guy A. Wollenman and Joanie E. Wollenman) (0.65 acres from 9.33 acres to be non-renewed as a condition of PLA 13-011 (9.33 acres in two parcels subject to contract amendment).

PNR 13-018 – Williamson Act Contract No. 4442, Ag Preserve No. 1214, located on the west side of Road 60, approximately 800 feet south of Avenue 240, west of Tulare (Dennis A. Mederos, David L. Mederos, Douglas Mederos) (1.12 acre from 36.63 acres non-renewed as a condition of PLA 13-002) 36.63 acres in two parcels subject to contract amendment.

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PNR 13-020 - Williamson Act Contract No. 3484, Ag Preserve No. 946, located on the northeast corner of the intersection of Road 112 and State Highway 201, west of Cutler (Jerry Halford) (1.31 acres from 37.72 acres to be non-renewed as a condition of PPM 12-036) 37.72 acres in two parcels subject to contract amendment.

- 2) Approved the execution of amendments to the Land Conservation Contracts as a condition of approval for the aforementioned partial non-renewals; and
- 3) Authorized the Chairman to sign the amendments to the Williamson Act Contracts.

Attachments for PNR 11-028 (Jacobi/Pattee)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 4162:
 - Exhibit A: Contract Land Legal Descriptions
 - Exhibit B: Map of Land in Amended Contracts

Case No PNR 11-028
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, _____. 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) 033-020-020 X (Portion)
Acreage 10 AC ± If applicable: Condition of Approval of Project No. PLA 10-046
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)

John J. Jacobi Ph 591-2949
1001 AVE 408
Dinuba Ca 93618

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

[Handwritten signature]

STATE OF ~~CALIFORNIA~~ TEXAS } S. S.
COUNTY OF ~~HARVEY~~ BEL

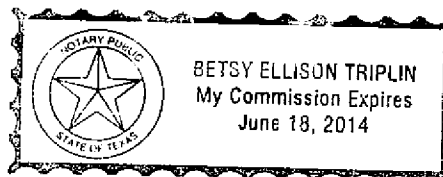
on 12/28/2011 before me,
Betsy Elliston Triplin a Notary Public
in and for said County and State, personally appeared (printed names):

John J. Jacobi

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 Betsy Elliston Triplin



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. 1025
Land Conservation Contract No. 4162
Recorded on (Date) January 22, 1971 as Document No. 1971-2864
Name(s) of Original/Contract Owner(s) Vernon L. Barrows

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: _____

EXHIBIT "A"

PARCEL 2

Pattee

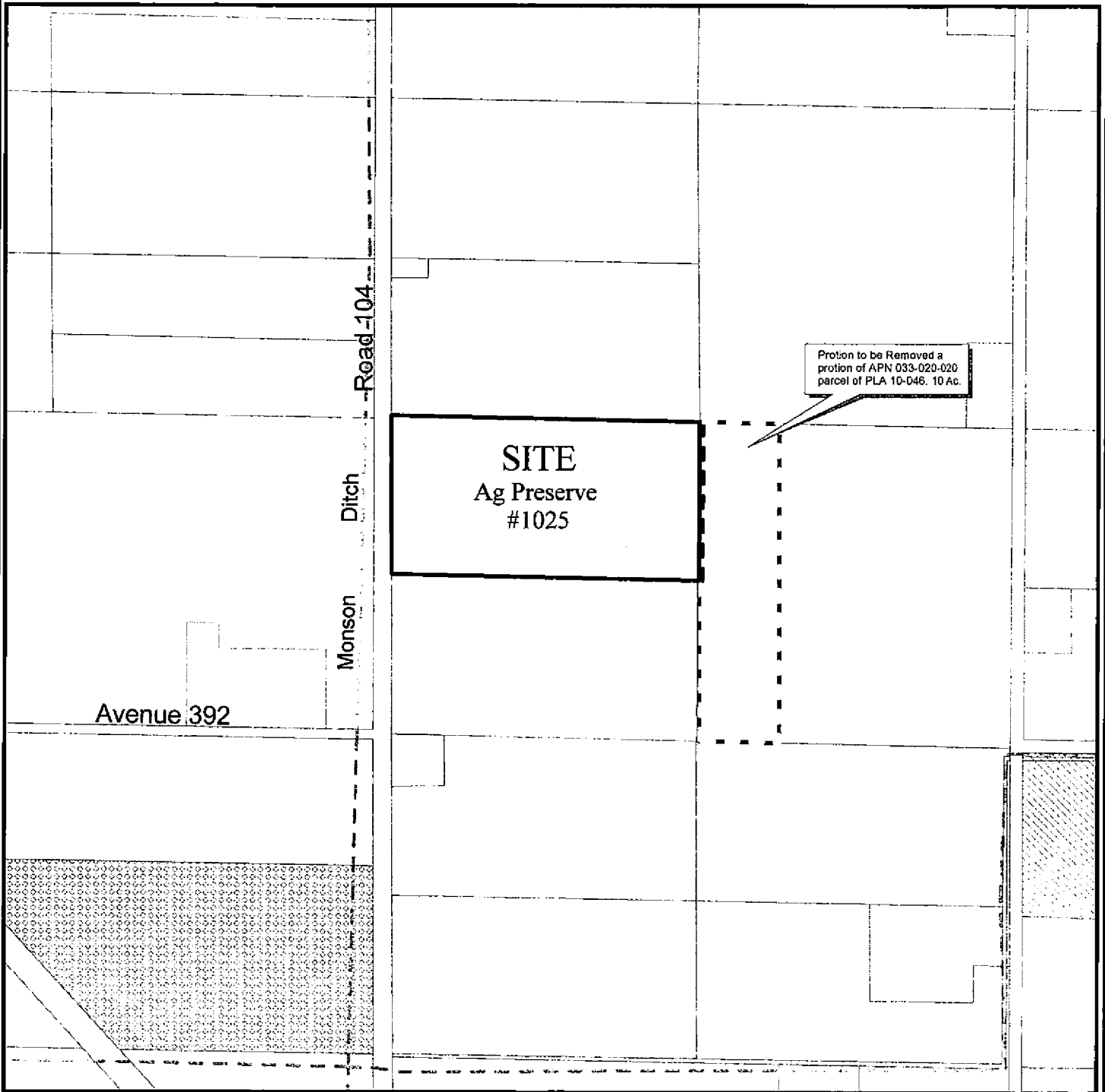
The Southeast quarter of the Southwest quarter of Section 26, Township 16 South, Range 24 East, Mount Diablo Meridian, County of Tulare, State of California.

Frederick B. Weber

14 Dec
2010

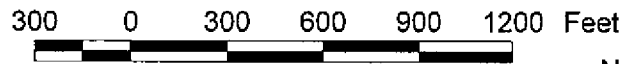
County of Tulare





Ag. Preserve Map for PNR 11-028 Ag Preserve #1025



Owner: JACOBI JOHN J
Address: 10601 AVE 408
City, State ZIP: DINUBA CA 93618
Applicant: JACOBI
Agent: FRED WEBER
Supervisorial District #4
Assessors Parcel # 033020020



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. 1025
12 RESOLUTION NO. 70-1651

Area for Recorder's Use Only

14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 4162
17 RECORDED ON JANUARY 22, 1971 AS DOCUMENT NO. 1971-2864

18
19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 4162A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Partial Non-renewal Application for
23 APN No. 033-020-020, as of this _____ day of _____,
24 20____, by and between Lonnie G. Pattee and Judith U. Pattee, hereinafter referred to
25 as the "Owner", and the COUNTY of TULARE, hereinafter referred to as the "County";

26
27 WITNESSETH

28
29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 4162 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 033-020-020 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). 033-020-020;

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 4162 in regards to all or a portion the Subject Property
7 APN # 033-020-020 to satisfy the conditions set forth as a Condition of Approval of
8 Project Number (if applicable) PLA 10-046 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 4162 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 partial non-renewal, will continue to be in full force and effect, subject to
14 the express condition that funds be annually appropriated by the State of California, and
15 that annual payments continue to be made to the County by the State Controller, under
16 the 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 4162 is
2 entered into pursuant to the Williamson Act and all of the provisions of said Act,
3 including any amendments hereafter enacted, are hereby incorporated by reference and
4 made a part of this Contract as if fully set forth herein.

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

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

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

1 Act, or by any other cause whatsoever. The County may exercise its option to declare the
2 Contract null and void by delivering notice to the Department of Conservation, Division
3 of Land Resource Protection, Owner or successors or assigns, and by recording such
4 notice in the Official Records of Tulare County. This Amended Land Conservation
5 Contract No. 4162A, 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	Lonnie G + Judith U. Pattee	39209 Rd 108, CHTK-CA 93615
16		
17		554 - 541-1633
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 Lonnie G. Pattee

7 (Print Name)

Lonnie G. Pattee

(Signature)

8
9 Judith U. Pattee

Judith U. Pattee

10
11
12
13
14
15
16
17 STATE OF CALIFORNIA

18 COUNTY OF TULARE } s. s.

19
20 On April 27, 2012 before me,

21
22 Amanda Ramos

a Notary Public

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

24
25 Lonnie G. Pattee and Judith U. Pattee

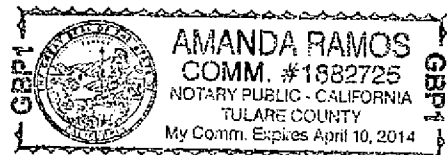
26
27 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
28 is/are subscribed to the within instrument and acknowledged to me that he/she/they
29 executed the same in his/her/their authorized capacity(ies), and that by his/her/their
30 signature(s) on the instrument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

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

34
35 WITNESS my hand and official seal

36
37 Signature

Amanda Ramos



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

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

28
29 I certify under PENALTY OF PERJURY under the laws of the State of California
30 that the foregoing paragraph is true and correct.
31

32 WITNESS my hand and official seal.

33
34 _____
35 Signature of Notary Public
36

37 Attachment
38
39
40

CORRECTED
EXHIBIT "A"

Revised 24 Jan 2013

PARCEL 1

Jacobi

The North half of the Southwest quarter of the Southwest quarter of Section 26,
Township 16 South, Range 24 East, Mount Diablo Meridian, County of Tulare, State of
California.

EXCEPTING the West 55 feet of the North half of the Southwest quarter of the
Southwest quarter of Section 26, Township 16 South, Range 24 East, Mount Diablo
Meridian, County of Tulare, State of California as conveyed to the County of Tulare by
Deed recorded July 30, 1976 in Book 3338, Page 732 of Official Records of Tulare
County, Document No. 33981.

PNR 11-028
for PLA 10-046

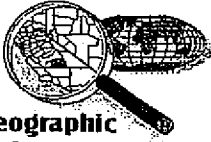
EXHIBIT "A"

PARCEL 2

Pattee

The Southeast quarter of the Southwest quarter of Section 26, Township 16 South, Range 24 East, Mount Diablo Meridian, County of Tulare, State of California.

County of Tulare



Geographic
Information Systems

Exhibit "B"

Land in Amended Contract No. 4162A PNR 11-028



Owner: JACOBI JOHN J
 Address: 10601 AVE 408
 City, State ZIP: DINUBA CA 93618

Supervisorial District #4

Assessors Parcel # 033020020

300 0 300 600 900 1200 Feet



Attachments for PNR 12-009 (Pescolido)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contracts 5585:
 - Exhibit A: Contract Land Legal Descriptions
 - Exhibit B: Map of Land in Amended Contracts

Case No. PNR 12-009
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, 2013. 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) 199-290-001 (Portion)
Acreage 3.03 If applicable: Condition of Approval of Project No. PLA 12-004

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

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

Leonora Pescosolido (559) 562-0019 N/A
PO Box 875 Exeter, CA 93221 N/A

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

Leonora Pescosolido N/A
N/A N/A

STATE OF CALIFORNIA
COUNTY OF Tulare } S.S.

On April 5, 2012 before me,

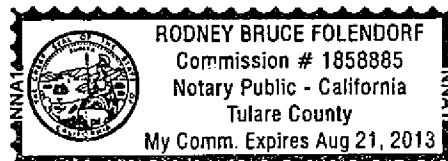
RODNEY BRUCE FOLENDORF a Notary Public
NOTARY PUBLIC
in and for said County and State, personally appeared (printed names):

Leonora Pescosolido

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 Rodney Bruce Folendorf
RODNEY BRUCE FOLENDORF
NOTARY PUBLIC



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. 01831

Land Conservation Contract No. 05585

Recorded on (Date) February 24, 1971 as Document No. 8816

Name(s) of Original/Contract Owner(s) Mcdermont Fruit Co.

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: _____

No. PNR 12-009

“Exhibit A”

The North 298.00 feet of the West 460.00 feet of the South half of the Northwest quarter of the Southeast quarter of Section 2, Township 20 South, Range 26 East, Mount Diablo Base and Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management at the date of the issuance of the Patent thereof

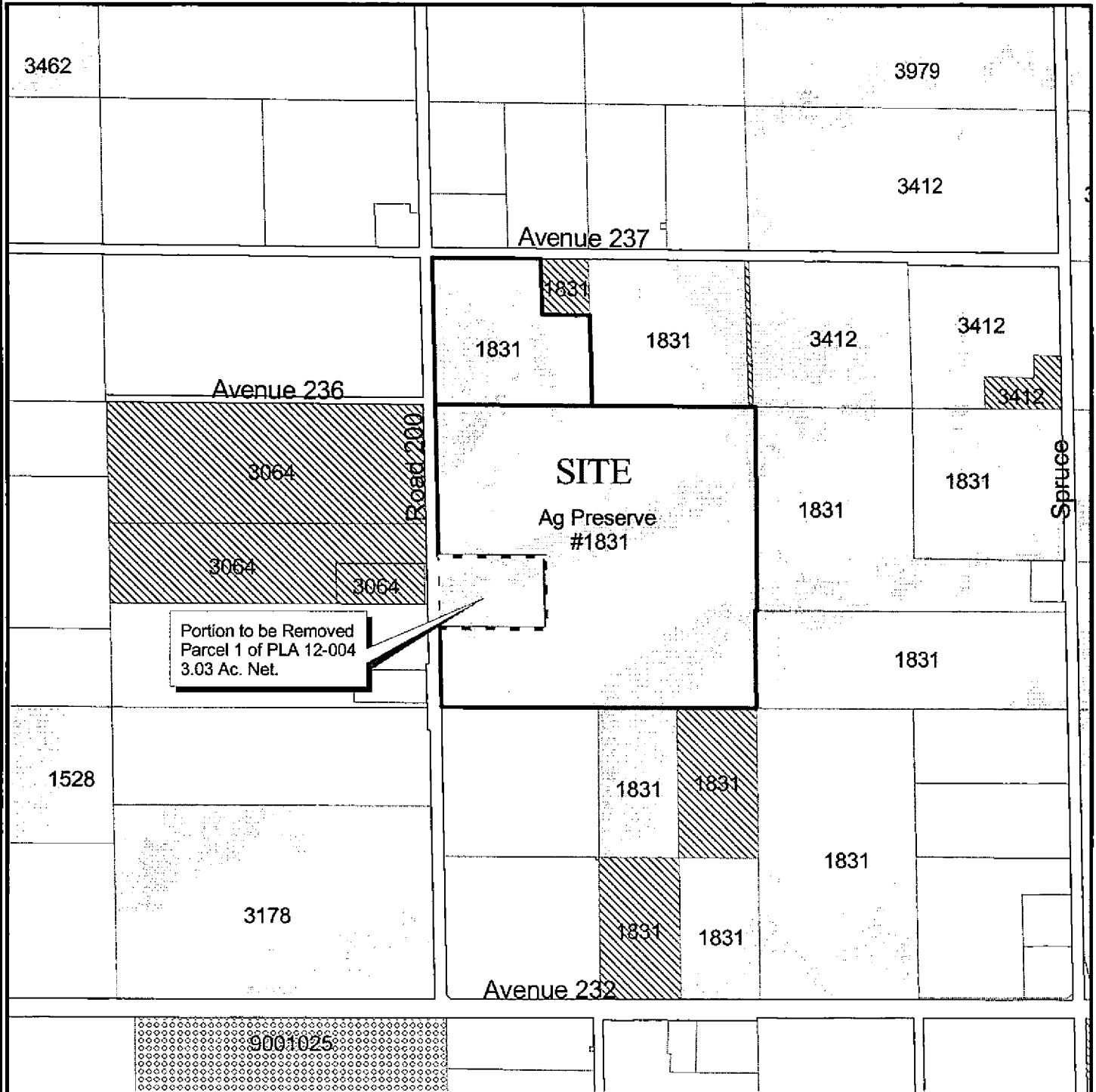
Excepting therefrom the West 20 feet thereof.



Ag. Preserve Map

PNR 12-009

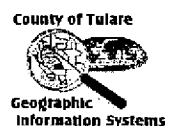
Ag Preserve #1331



Owner: SCOTSMAN VINEYARDS LLC THE
Address: 6857 WYMAN WAY
City, State ZIP: WESTMINSTER CO 80030
Applicant: PESCOSOLIDO
Agent: ZERLANG
Supervisorial District #1
Assessors Parcel # 199030032, 199290007



- 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. 01831
12 RESOLUTION NO. 70-3465

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 5585A
17 RECORDED ON February 24, 1971 AS DOCUMENT NO. 8816
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 05585A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Partial Non-Renewal Application for APN
23 No.(s) a portion of 199-290-001 (now 199-290-006), as of this _____ day of
24 _____, 2013, by and between Scotsman Vineyards LLC, 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. 05585 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 199-290-006, 199-290-007
33 and 199-030-032, with legal description as described in Exhibit A and illustrated in
34 Exhibit B.

1 WHEREAS this contract amendment applies only to the owner of the Subject
2 Property: A.P.N. No(s). 199-290-006, 199-290-007 and 199-030-032;

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

7 WHEREAS, the previous Owner applied for a Partial Non-Renewal of said
8 Land Conservation Contract Number 05585 in regards to all or a portion the Subject
9 Property APN # 199-290-006 (formerly a portion of 199-290-001) to satisfy the
10 conditions set forth as a Condition of Approval of Project Number (if applicable) PLA
11 12-004 , previous owner Leonora Pescolido's application for a Lot Line Adjustment .

12 WHEREAS, the County in consideration for granting the Partial Non-Renewal ,
13 desires to amend Land Conservation Contract Number 05585 in regards to the land
14 owned by Owner to include a provision which states that the original contract and that
15 portion subject to the project, will continue to be in full force and effect, subject to the
16 express condition that funds be annually appropriated by the State of California, and that
17 annual payments continue to be made to the County by the State Controller, under the
18 provisions of the Open Space Subvention Act (California Government Code section
19 16140, et. seq.), and that if said funds are not appropriated or dispersed the County may
20 terminate the Contract in regards to the land owned by Owner and declare it null and
21 void.

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

24 NOW, THEREFORE, IT IS AGREED as follows:

1 1. This Amendment to Land Conservation Contract Number 05585A is
2 entered into pursuant to the Williamson Act and all of the provisions of said Act,
3 including any amendments hereafter enacted, are hereby incorporated by reference and
4 made a part of this Contract as if fully set forth herein.

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

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

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

1 Act, or by any other cause whatsoever. The County may exercise its option to declare the
2 Contract null and void by delivering notice to the Department of Conservation, Division
3 of Land Resource Protection, Owner or successors or assigns, and by recording such
4 notice in the Official Records of Tulare County. This Amended Land Conservation
5 Contract No. 05585A, 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 ~~Scotsman Vineyards LLC, 1102 N. Chinoweth St., Visalia CA 93291~~
17 236 VALDEZ AVE, HALF MOON BAY
18 CA 94019
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 DONALD C. MCEACHERN
7 (Print Name)

(Signature)

8
9
10
11
12
13

8
9
10
11
12
13

14
15
16 (COLORADO
17 STATE OF ~~CALIFORNIA~~
18 COUNTY OF Jefferson } s. s.

19
20 On 7/12/13 before me,

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

24
25 DONALD C. MCEACHERN
26

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

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

34
35 WITNESS my hand and official seal

36
37 Signature Scott Schwinn



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, _____,
21 a Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,
22

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

28
29 I certify under PENALTY OF PERJURY under the laws of the State of California
30 that the foregoing paragraph is true and correct.
31

32 WITNESS my hand and official seal.

33
34 _____
35 Signature of Notary Public County and State
36

37 Attachment
38
39
40

EXHIBIT NO A

**Pescosolido Lot Line Adjustment
Legal Descriptions**

Parcel 1

The North 298.00 feet of the West 460.00 feet of the South half of the Northwest quarter of the Southeast quarter of Section 2, Township 20 South, Range 26 East, Mount Diablo Base and Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management at the date of the issuance of the Patent thereof

Excepting therefrom the West 20 feet thereof.

Parcel 2

The South half of the Northwest quarter of the Southeast quarter and the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 2, Township 20 South, Range 26 East, Mount Diablo Base and Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management at the date of the issuance of the Patent thereof

Together with the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 2, Township 20 south, Range 26 East, Mount Diablo Base and Meridian,, according to the Official Plat of the survey of said land on file in the Bureau of Land Management at the date of the issuance of the Patent thereof.

Also together with Lot 27 of Wilson Orange Colony, as per Map recorded in Book 9, page 20 of Maps in the office of the County Recorder of said County.

Also together with the West 10 feet of the Northwest quarter of the Northeast quarter of the Southeast quarter, and the West 10 feet of the North 7 acres of the South half of the Northeast quarter of the Southeast quarter, all in Section 2, Township 20 South, Range 26 East, Mount Diablo Base and Meridian, according to the official plat of the survey of said land on file in the Bureau of Land Management at the date of the issuance of the Patent thereof.

Excepting therefrom the West 20 feet of the South half of the Northwest quarter of the Southeast quarter of said Section 2.

Also excepting therefrom the North 298.00 feet of the West 460.00 feet of the South half of the Northwest quarter of the Southeast quarter of said Section 2.

Also excepting therefrom the North 218.71 feet of the East 208.71 feet of said Lot 27.

Also excepting from said Lot 27 a 1/2 interest in the 2-1/2 HP Submersible pump located on said property together with an easement for well pressure tank, pump and pipeline over the South 10 feet of the North 98.25 feet of the East 24.50 feet of said Lot 27 and over the South 35.45 feet of the

February 9, 2012

North 123.70 feet of the West 10 feet of the East 34.50 feet of said Lot 27. Also reserving unto the Grantor an easement for access and maintenance of well and pump over the South 10 feet of the North 123.70 feet of the East 24.50 feet of said Lot 27.

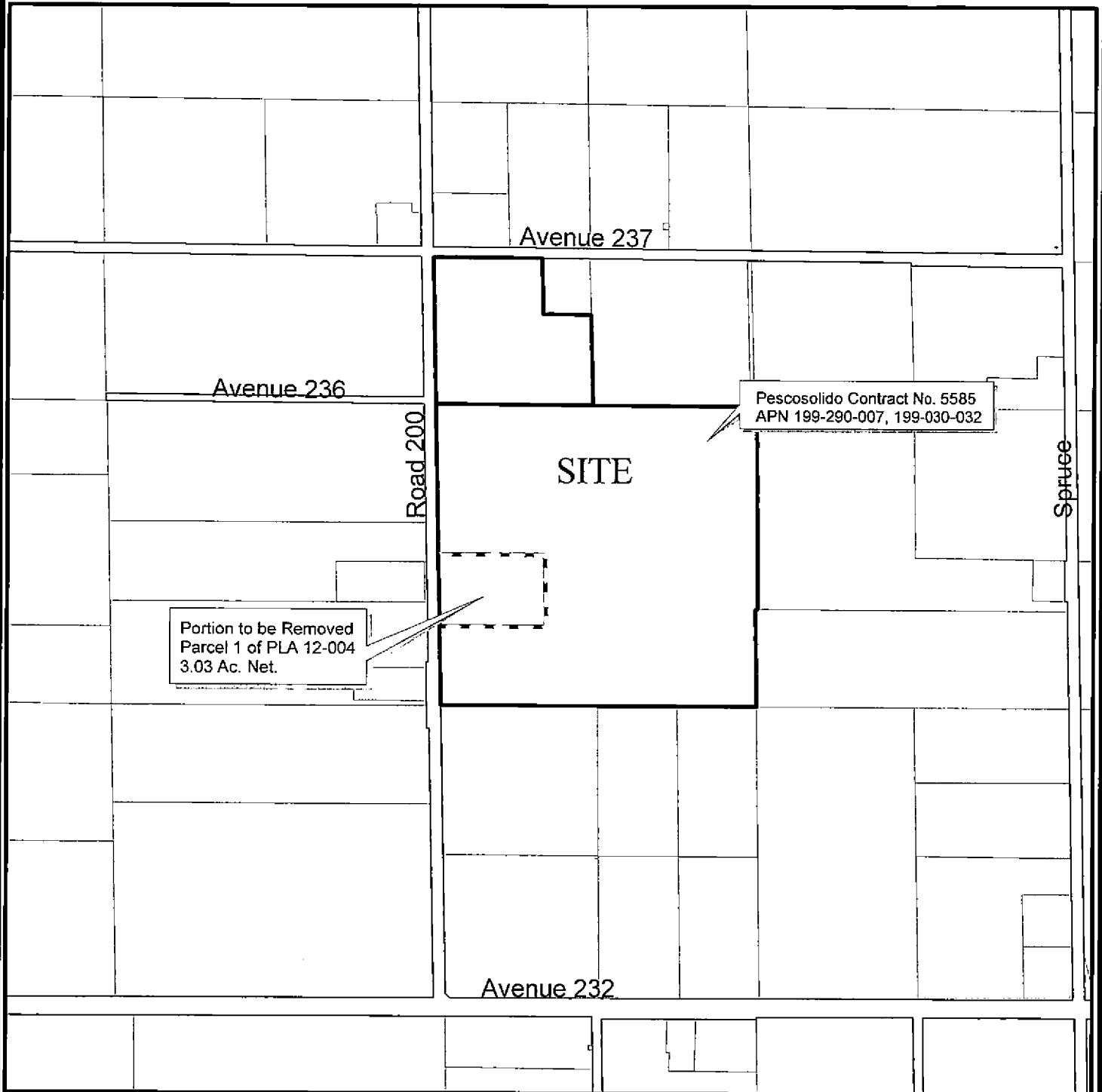
Together with an Easement for pipeline, road and turn row purposes over the South 10 feet and the West 10 feet of Lot 26 of Wilson Orange Colony, as per Map recorded in Book 9, Page 20 of Maps, in the office of the County Recorder of said County.



EXHIBIT "B"

Land in Amended Contract No. 5585A

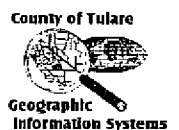
PNR 12-009



Owner: SCOTSMAN VINEYARDS LLC THE
 Address: 6857 WYMAN WAY
 City, State ZIP: WESTMINSTER CO 80030

Assessors Parcel #

Assessors Parcel # 199030032, 199290007



Attachments for PNR 13-016 (Wollenman)

- Partial Non-Renewal Application
 - Exhibit A: Subject Parcel Legal Description
 - Exhibit B: Ag Preserve Map
- Amended Contract 10859:
 - Exhibit A: Contract Land Legal Descriptions
 - Exhibit B: Map of Land in Amended Contracts

PNR 13-016

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) 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) _____ (Portion)
Acreage Size: 0.65 acres, more or less if applicable: Condition of Approval of Planning Project No. PLA - 13 - 011

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)
Guy A Wollenman, 1876 West Waddell, Lindsay, Ca 93247 559-562-6394
Joanie E. Wollenman, 1876 West Waddell, Lindsay, Ca 93247 559-562-6394

Signature of each current owner: (witnessed by below-named Notary Public)
Guy Wollenman _____
Joanie E. Wollenman _____

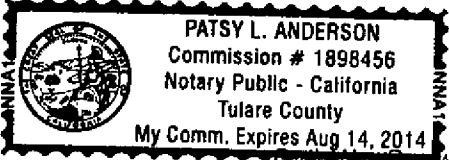
STATE OF CALIFORNIA, COUNTY OF Tulare } S. S.

On June 26, 2013 before me, Patsy L Anderson a Notary Public in and for said County and State, personally appeared (printed names) :

Guy A. Wollenman Joanie E. Wollenman

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) herefore 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 *Patsy L Anderson*
Page 3 of 5



Renewal April 2013

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. 1590

Land Conservation Contract No. 10859

Recorded on (Date) February 14, 1978 as Document No. 8774

Name(s) of Original/Contract Owner(s) William. L. Wollenman and LaWanda J. Wollenman

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: _____

“Exhibit A”

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

PARCEL 1

The West 170.00 feet of the South 168.01 feet of the North 527.00 feet of Lot 9 of the Plat of Paradise Colony, as per map recorded May 4, 1905 in Volume 7 of Maps, at Page 17, recorded in Tulare County, State of California, containing 0.655 acres, more or less.

Along with an easement, 10.00 feet wide for the use, repair, maintenance and replacement of the existing water pipeline between the North line of said Lot 9 and that certain well and pumping plant situated 350.00 feet, more or less, North of the above described Parcel 1, the centerline of said easement being described as follows:

Commencing at the northwest corner of said Lot 9; Thence, East along the North line of said Lot 9 a distance of 97.50 feet; Thence, southerly and parallel to the West line of said Lot 9 a distance of 9.00 feet to the TRUE POINT OF BEGINNING; Thence, continuing southerly parallel to the West line of said Lot 9 a distance of 123.50 feet; Thence, West 16.50 feet; Thence, southerly and parallel to the West line of said Lot 9 a distance of 226.50 feet, more or less, to the North line of the above described Parcel 1, being the terminus of the centerline being described.

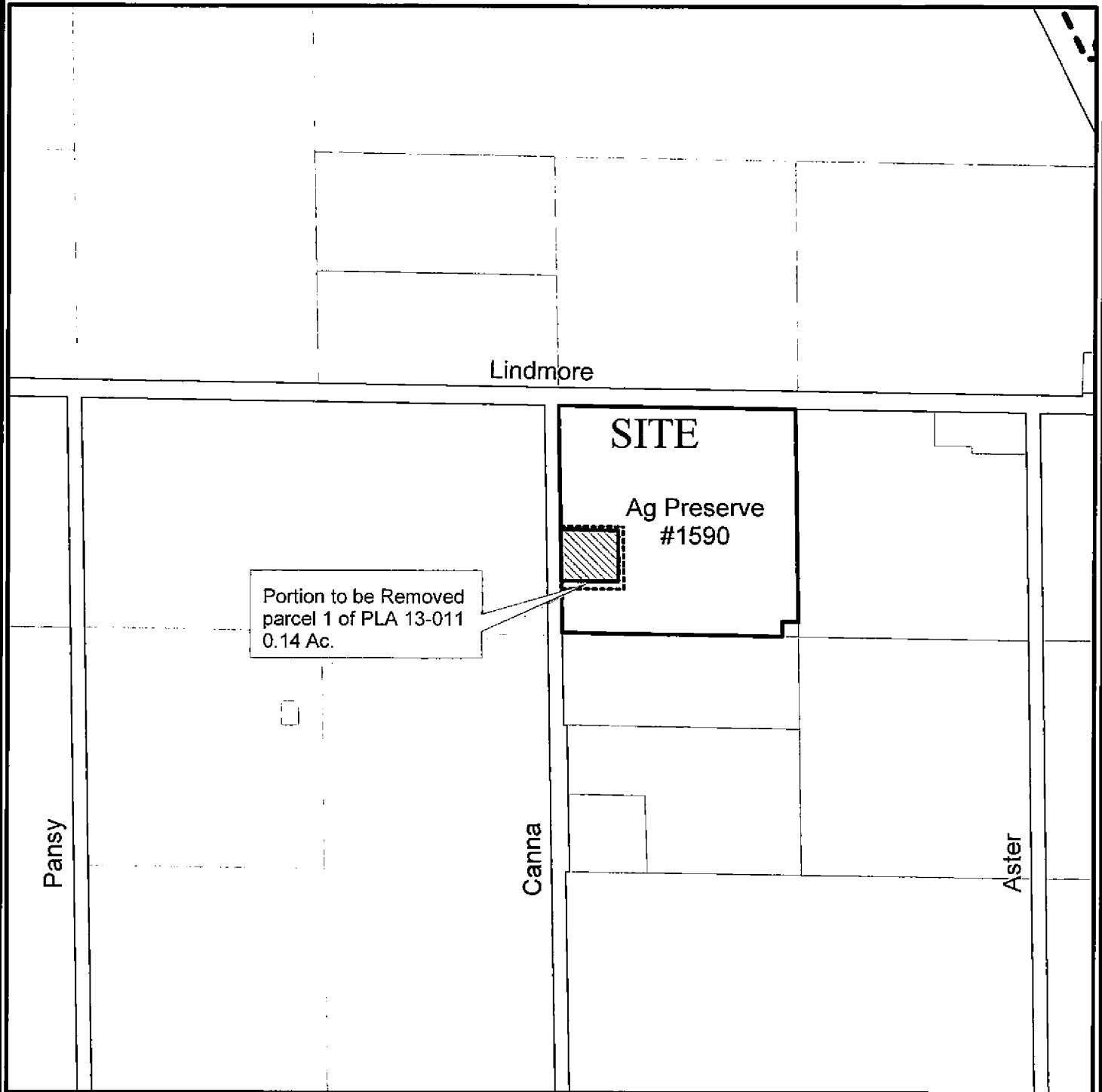
Containing 0.65 acres, more or less.



Ag. Preserve Map

PNR 13-016

Ag Preserve #1590

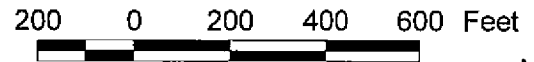


Owner: WOLLENMAN GUY A & JOANIE E (TRS)
Address: 768 CANNA
City, State ZIP: LINDSAY CA 93247

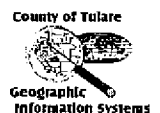
Applicant: WOLLENMAN

Supervisory District #1

Assessors Parcel # 199150038, 199150039



- 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. 1590
12 RESOLUTION NO. 78-413

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 10859
17 RECORDED ON FEBRUARY 14, 1978 AS DOCUMENT NO. 8774
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 10859A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Lot Line Adjustment Application for APN No.
23 199-150-038 and -039, as of this _____ day of _____,
24 20____, by and between Guy A. and Joanie E. Wollenman, hereinafter referred to as the
25 "Owner", and the COUNTY of TULARE, hereinafter referred to as the "County";

26
27 WITNESSETH
28

29 WHEREAS, the Owner owns real property in the County of Tulare, State of
30 California, under Land Conservation Contract No. 10859 hereinafter referred to as
31 "Subject Property", which is described for A.P.N. No(s). 199-150-038 and -039 with
32 legal 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). 199-150-038 and -039;

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 10859 in regards to all or a portion the Subject Property
7 APN # 199-150-038 and -039 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) PLA 13-011 owner's application for a Lot
9 Line Adjustment.

10 WHEREAS, the County in consideration for granting the Lot Line Adjustment,
11 desires to amend Land Conservation Contract Number 10859 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 10859 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. 10859A, 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	Guy A. Wollenman	768 Ganna St, Lindsay 93247
17	Joanie E. Wollenman	559-562-3009
18		same
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 Guy A. Wollenman

6 (Print Name)

7 *Guy A. Wollenman*
8 (Signature)

9 Joanie E. Wollenman

10 *Joanie E. Wollenman*
11
12
13
14

15
16
17 STATE OF CALIFORNIA
18 COUNTY OF Tulare } s. s.

19
20 On July 23, 2013 before me,

21 Patsy L. Anderson a Notary Public

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

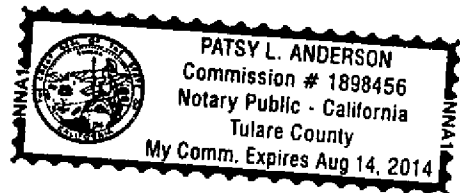
23
24
25 Guy A. Wollenman Joanie E. Wollenman
26

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

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

35 WITNESS my hand and official seal

36 Signature *Patsy L. Anderson*
37



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

EXHIBIT

Guy A. Wollenman
Lot Line Adjustment

Legal Descriptions

Parcel 1

The West 170.00 feet of the South 168.01 feet of the North 527.00 feet of Lot 9 of the Plat of Paradise Colony, as per map recorded May 4, 1905 in Volume 7 of Maps, at Page 17, recorded in Tulare County, State of California, containing 0.655 acres, more or less.

Along with an easement, 10.00 feet wide for the use, repair, maintenance and replacement of the existing water pipeline between the North line of said Lot 9 and that certain well and pumping plant situated 350.00 feet, more or less, North of the above described Parcel 1, the centerline of said easement being described as follows:

Commencing at the northwest corner of said Lot 9; Thence, East along the North line of said Lot 9 a distance of 97.50 feet; Thence, southerly and parallel to the West line of said Lot 9 a distance of 9.00 feet to the TRUE POINT OF BEGINNING; Thence, continuing southerly parallel to the West line of said Lot 9 a distance of 123.50 feet; Thence, West 16.50 feet; Thence, southerly and parallel to the West line of said Lot 9 a distance of 226.50 feet, more or less, to the North line of the above described Parcel 1, being the terminus of the centerline being described.

Parcel 2

Lot 9 of the Plat of Paradise Colony, as per map recorded May 4, 1905 in Volume 7 of Maps, at Page 17, recorded in Tulare County, State of California.

EXCEPTING THEREFROM, a 40.00 feet square located in the southeast corner of said Lot 9, containing a well and pumping plant located thereon.

ALSO EXCEPTING THEREFROM, The West 170.00 feet of the South 168.01 feet of the North 527.00 feet of Lot 9 of the Plat of Paradise Colony, as per map recorded May 4, 1905 in Volume 7 of maps, at page 17, recorded in Tulare County, State of California.

Along with an easement, 10.00 feet wide for the use, repair, maintenance and replacement of the existing water pipeline between the North line of said Lot 9 and that certain well and pumping plant situated 350.00 feet, more or less, North of the above described Parcel 1, the centerline of said easement being described as follows:

Commencing at the northwest corner of said Lot 9; Thence, East along the North line of said Lot 9 a distance of 97.50 feet; Thence, southerly and parallel to the West line of said Lot 9 a distance of 9.00 feet to the TRUE POINT OF BEGINNING; Thence, continuing southerly parallel to the West line of said Lot 9 a distance of 123.50 feet; Thence, West 16.50 feet; Thence, southerly and parallel to the West line of said Lot 9 a distance of 226.50 feet, more or less, to the North line of the above described Parcel 1, being the terminus of the centerline being described.

Containing 8.68 acres, more or less.

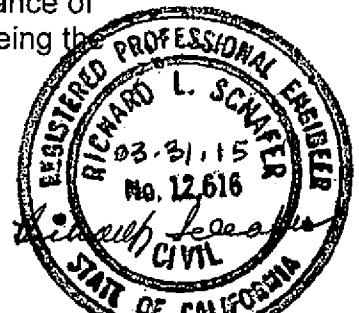
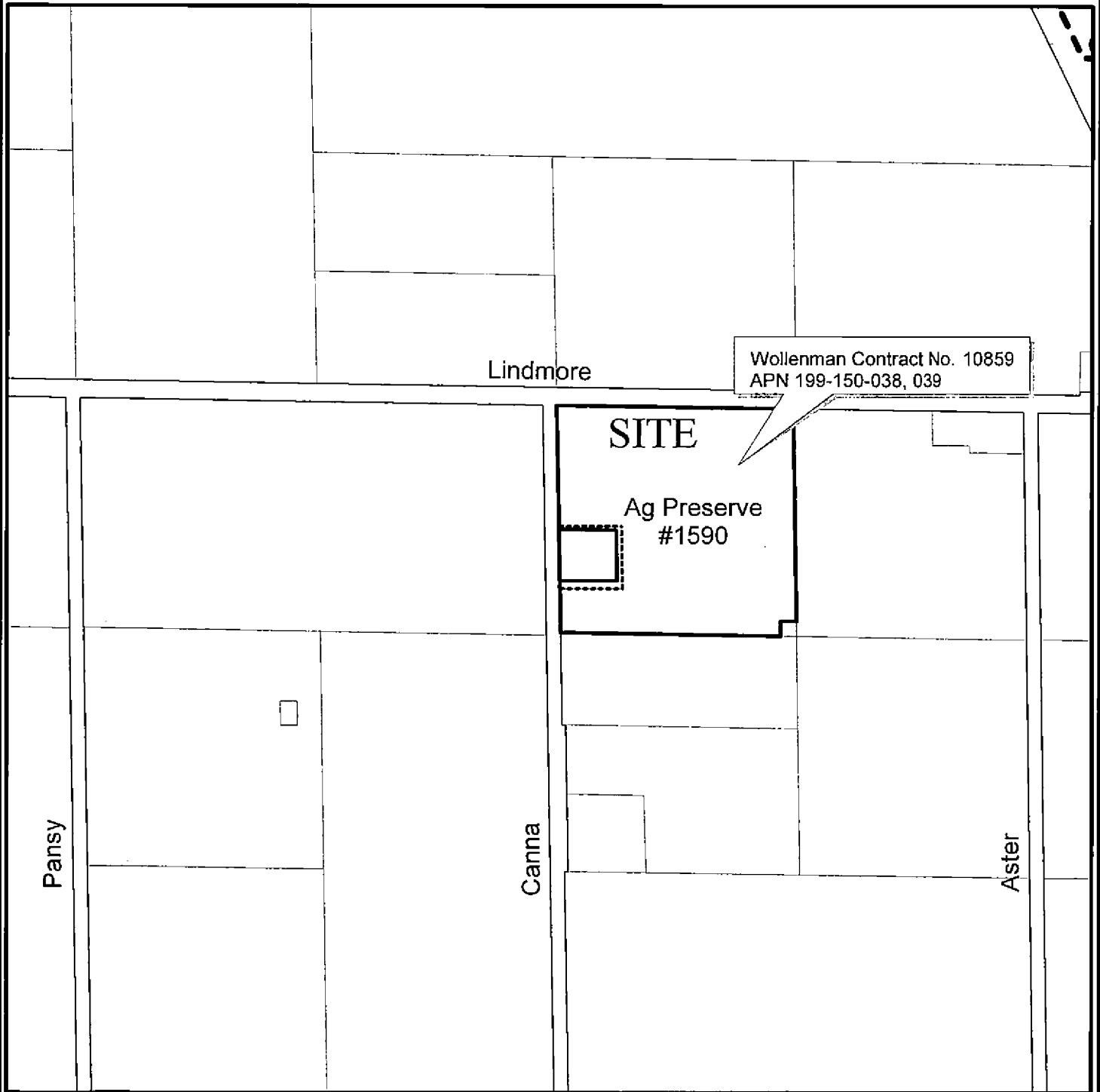
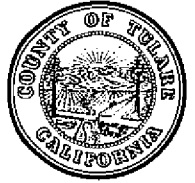


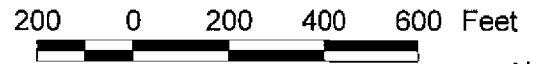


EXHIBIT "B"

Land in Amended Contract No. 10859A PNR 13-016

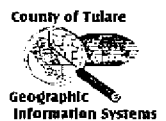


Owner: WOLLENMAN GUY A & JOANIE E (TRS)
Address: 768 CANNA
City, State ZIP: LINDSAY CA 93247



Supervisory District #1

Assessors Parcel # 199150038, 199150039



Attachments for PNR 13-018 (Mederos)

- Partial Non-Renewal Application
 - Exhibit A Subject Parcel Legal Description
 - Ag Preserve Map
- Amended Contract 4442A:
 - Exhibit A Contract Land Legal Description
 - Exhibit B Map of Land in Amended Contract

PNR 13-018

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) 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) 158-050-008 & 009 Portion _____ (Portion)
Acreage Size 1.12 acres if applicable: Condition of Approval of Planning Project No. PLA 13-002

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)

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

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

Dennis A. Mederos Daniel J. Mederos
Douglas Mederos

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

On June 25, 2013 before me,

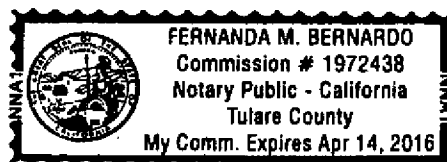
Fernanda M. Bernardo a Notary Public
in and for said County and State, personally appeared (printed names) :

Dennis A. Mederos and Douglas
Mederos

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 Fernanda M. Bernardo



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. 1214
Land Conservation Contract No. 4442
Recorded on (Date) FEBRUARY 11, 1971 as Document No. 71-572
Name(s) of Original/Contract Owner(s) JOE L. PIRES Jr. & ROSIE PIRES
AND LOUIS D. MEDEROS & MARY MEDEROS

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, 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 "B"

Name, mailing address and phone number of each current owner of subject property:

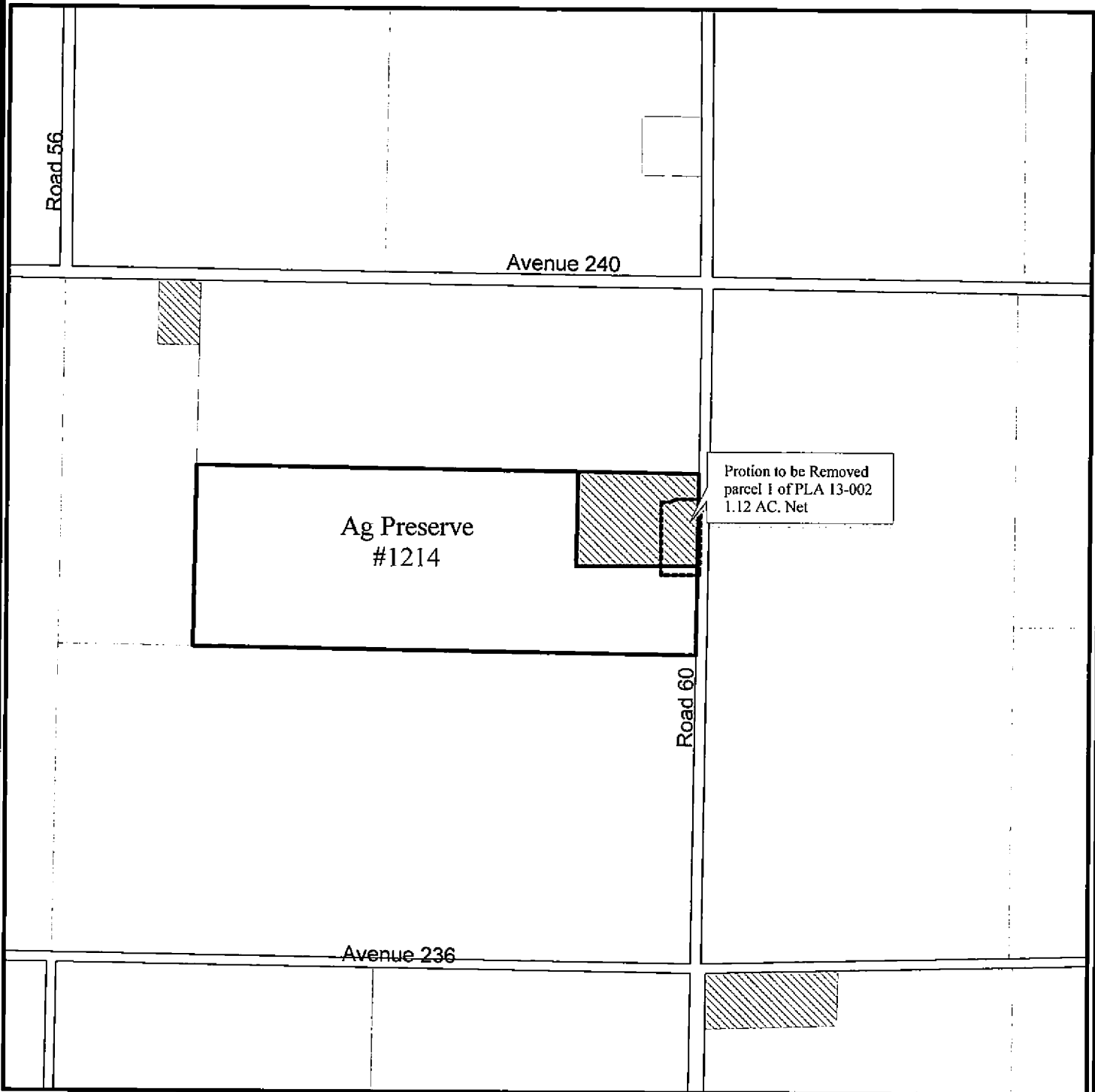
Dennis A. Mederos (559) 686-3861
P. O. Box 29
Tulare, CA 93274

David L. Mederos (559) 686-6363
1584 North Gem Street
Tulare, CA 93274

Douglas Mederos (559) 686-8262
6212 Avenue 240
Tulare, CA 93274



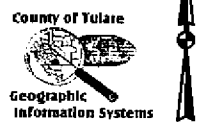
Ag. Preserve Map PNR 13-018 Ag Preserve #1214



Owner: MEDEROS DENNIS A
Address: P O BOX 29
City, State ZIP: TULARE CA 93275
Applicant: MEDEROS
Agent: FORESTER, WEBER & AOSO.
Supervisorial District #2
Assessors Parcel # 158050008, 158050009



- 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. 1214
12 RESOLUTION NO. 70-2226

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 4442
17 RECORDED ON FEBRUARY 11, 1971 AS DOCUMENT NO. 71-572
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 4442 A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Lot Line Adjustment No. PLA 13-002
23 Application for APN No. 158-050-008 and 158-050-009, as of this _____ day of
24 _____, 2013, by and between Dennis A. Mederos, David L.
25 Mederos and Douglas Mederos hereinafter referred to as the "Owners", and the
26 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. 4442 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 158-050-008 and 158-050-009
33 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). 158-050-008 and 158-050-009;

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 4442 in regards to all or a portion the Subject
7 Property APN # 158-050-008 and 158-050-009 to satisfy the conditions set forth as a
8 Condition of Approval of Project Number (if applicable) Lot Line Adjustment No. PLA
9 13-002 owner's application for a Lot Line Adjustment.

10 WHEREAS, the County in consideration for granting the Partial Non-Renewal,
11 desires to amend Land Conservation Contract Number 4442 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 4442 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
6 Preserve. However, the Board of Supervisors may not during the terms of the Contract
7 and any renewals thereof eliminate any of the permitted uses for the Subject Property, as
8 set forth 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
12 Property shall comply with all applicable local ordinances, regulations, resolutions and
13 state laws, 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
16 in 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
18 of, and in the sole and absolute discretion of the County, may be terminated by the
19 County and declared null and void. The State's failure to make such payments may be
20 due to non-appropriation of funds by the Legislature, failure to disburse appropriated
21 funds, amendment or repeal of the applicable provisions of the Open Space Subvention
22 Act, or by any other cause whatsoever. The County may exercise its option to declare the
23 Contract 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
2 notice in the Official Records of Tulare County. This Amended Land Conservation
3 Contract No. 4442 A, regarding land owned by Owner, shall terminate with no
4 continuing contractual rights of any kind; provided, however, that the owner may apply
5 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
6 may be provided 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 Dennis A. Mederos, P.O. Box 29, Tulare, CA 93274, ph.# 559-686-3861

15 David L. Mederos, 1584 North Gem Street, Tulare, CA 93274, ph.# 559-686-6363

16 Douglas Mederos, 6212 Avenue 240, Tulare, CA 93274, ph.# 559-686-8262

17 _____
18 _____

19
20 * * *

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

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 Dennis A. Mederos

7 (Print Name)

Dennis A. Mederos

(Signature)

8
9 David L. Mederos

David L. Mederos

10
11 Douglas Mederos

Douglas Mederos

12
13
14
15
16
17 STATE OF CALIFORNIA

18 COUNTY OF TULARE } s. s.

19
20 On July 24, 2013 before me,

21
22 Fernanda M. Bernardo a Notary Public

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

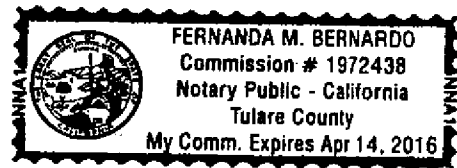
24
25 DENNIS A. MEDEROS , DAVID L. MEDEROS and DOUGLAS MEDEROS

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

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

35 WITNESS my hand and official seal

36 Signature *Fernanda M. Bernardo*
37



1 **COUNTY OF TULARE**

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

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

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

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

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

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

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

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

36 Attachment

37
38
39

EXHIBIT NO. A

Mederos - Rd 60

14 Nov 2012

PARCEL 1

That portion of the North half of the Northeast quarter of Section 2, Township 20 South, Range 23 East, Mount Diablo Meridian, County of Tulare, State of California according to the Official Plat described as follows:

Commencing at the Northeast corner of said Section 2; thence South $00^{\circ}55'21''$ East along the east line of said Northeast quarter a distance of 891.12 feet to the True Point of Beginning; thence leaving said east line North $88^{\circ}26'23''$ West a distance of 128.90 feet; thence South $44^{\circ}00'13''$ West a distance of 16.22 feet; thence North $87^{\circ}30'53''$ West a distance of 37.91 feet; thence South $02^{\circ}29'07''$ West a distance of 304.80 feet; thence South $89^{\circ}04'39''$ East a distance of 186.18 feet to said east line; thence North $00^{\circ}55'21''$ East along said east line a distance of 314.07 feet to the True Point of Beginning.

PARCEL 2

That portion of the North half of the Northeast quarter of Section 2, Township 20 South, Range 23 East, Mount Diablo Meridian, County of Tulare, State of California according to the Official Plat described as follows:

Commencing at the Northeast corner of said Section 2; thence South $00^{\circ}55'21''$ East along the east line of said Northeast quarter a distance of 784.9 feet to the True Point of Beginning; thence leaving said east line; thence West 2090.6 feet to a point 782 feet South of the North line of said Section; thence South 772.6 feet to a point 2093.8 feet West of the East line of said Section; thence East 2093.8 feet to the East line of said Section; thence North along said East line a distance of 771.2 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion described as follows:

That portion of the North half of the Northeast quarter of Section 2, Township 20 South, Range 23 East, Mount Diablo Meridian, County of Tulare, State of California according to the Official Plat described as follows:

Commencing at the Northeast corner of said Section 2; thence South $00^{\circ}55'21''$ East along the east line of said Northeast quarter a distance of 891.12 feet to the True Point of Beginning; thence leaving said east line North $88^{\circ}26'23''$ West a distance of 128.90 feet; thence South $44^{\circ}00'13''$ West a distance of 16.22 feet; thence North $87^{\circ}30'53''$ West a distance of 37.91 feet; thence South $02^{\circ}29'07''$ West a distance of 304.80 feet; thence South $89^{\circ}04'39''$ East a distance of 186.18 feet to said east line; thence North $00^{\circ}55'21''$ East along said east line a distance of 314.07 feet to the True Point of Beginning.

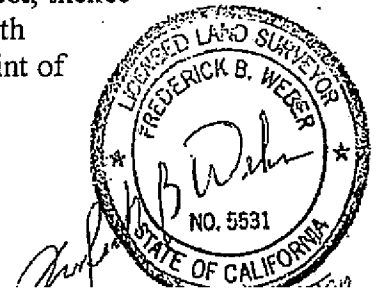
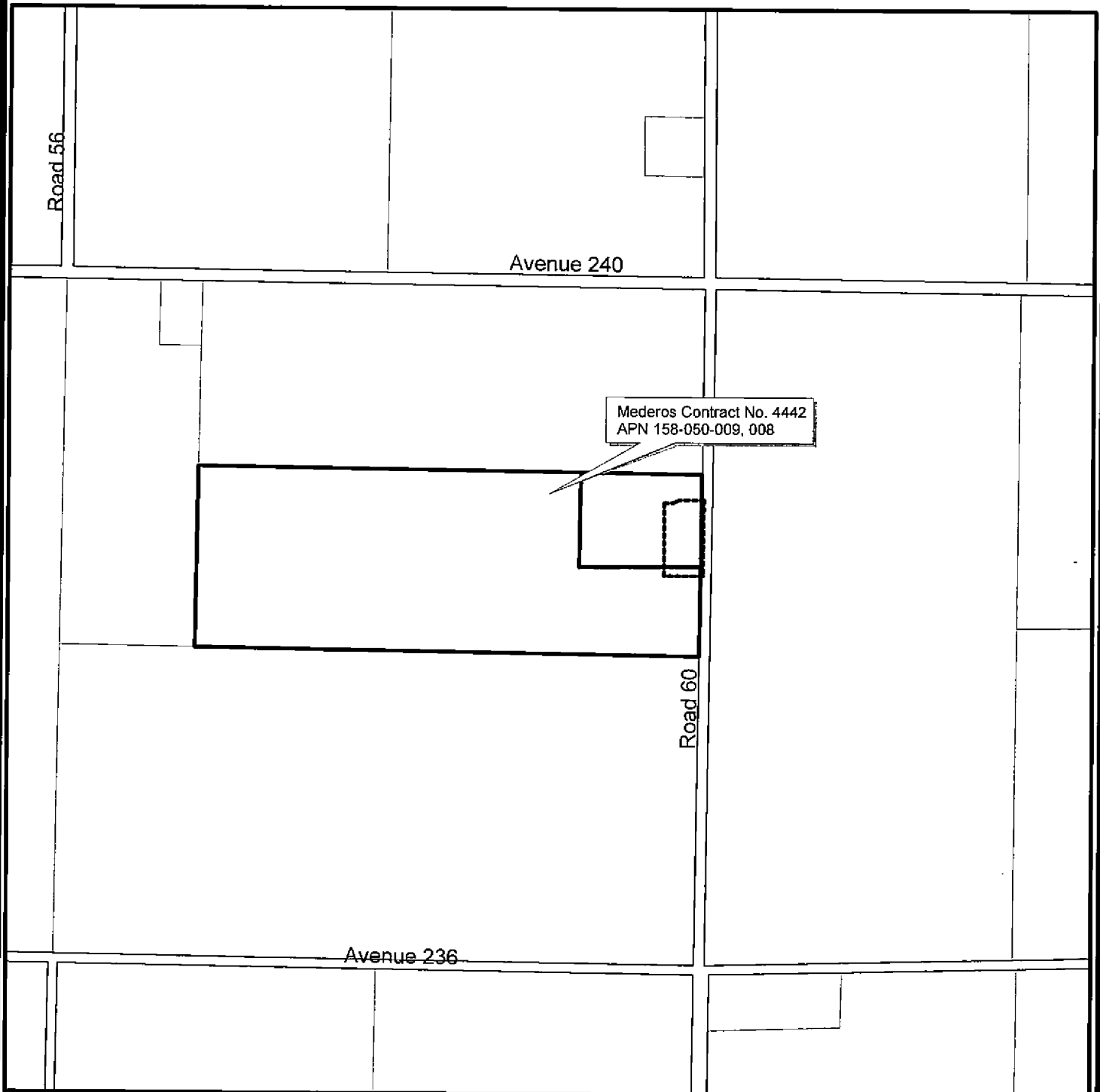




EXHIBIT "B"

Land in Amended Contract No. 4442A

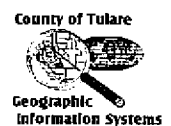
PNR 13-018



Owner: MEDEROS DENNIS A
Address: P O BOX 29
City, State ZIP: TULARE CA 93275

Supervisorial District #2

Assessors Parcel # 158050008, 158050009



Attachments for PNR 13-019 (Unruh)

- Partial Non-Renewal Application
 - Exhibit A Subject Parcel Legal Description
 - Ag Preserve Map
- Amended Contract 5227A:
 - Exhibit A Contract Land Legal Description
 - Exhibit B Map of Land in Amended Contract

PNR 13-019

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) 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) 013-130-005 X (Portion)
Acreage Size: 1.82 acres if applicable: Condition of Approval of Planning Project No. PP14 12-033

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)

CLIFFORD W. UNRUH (559) 591-3120
7634 AVE 430
DINUBA, CA 93618

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

Clifford W. Unruh

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

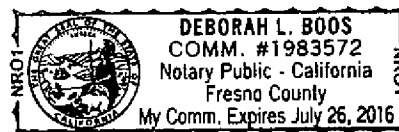
On JUNE 24, 2013 before me, DEBORAH L. BOOS a Notary Public in and for said County and State, personally appeared (printed names):

CLIFFORD W. UNRUH

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 Deborah L. Boos



PNR 13-019

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. 1785

Land Conservation Contract No. 5227

Recorded on (Date) FEBRUARY 22, 1971 as Document No. 71-1408

Name(s) of Original/Contract Owner(s) CLIFFORD W. UNRUH & ELIZABETH H. UNRUH

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

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

Witness by hand and official seal.

Clerk of the Board of Supervisors
County of Tulare, pursuant to the
Authority of Civil Code
Sections 1181 and 1184.

Signature: _____
Deputy Clerk

COPIES SENT TO:

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

DATE: _____

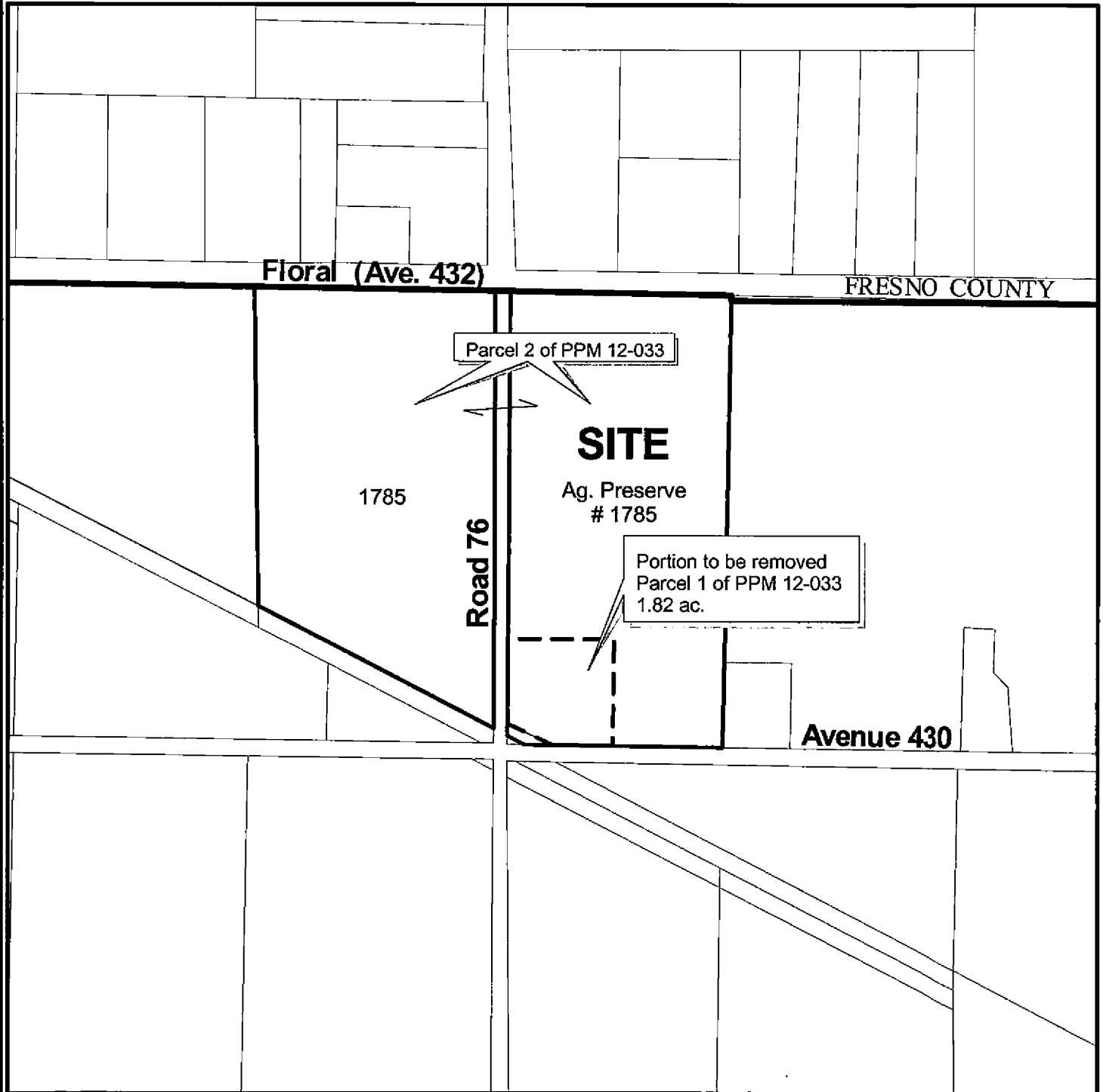
“Exhibit A”

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

The South 279.22 feet of the West 291.92 feet of Lot 43 of Bell Vista Colony, located in the North half of Section 6, Township 16 South, Range 24 East, Mount Diablo Meridian, County of Tulare, State of California, per map recorded in Book 2 of maps at Page 93 in the Office of the Tulare Count Recorder. The measurements are taken from the North right of way of Avenue 430 and the East right of way of Road 76, each 20 foot wide half-width.



Ag. Preserve Map for PNR 13-019 (Ag. Preserve # 1785)



Owner: UNRUH CLIFFORD W (TR)(SURV TR 2008)
Address: 7634 AVE 430
City, State ZIP: DINUBA CA 93618
Applicant: Clifford Unruh
Agent: Forester, Weber & Associates
Supervisorial District # 4
Assessors Parcel # 013130005



- 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. 1785
12 RESOLUTION NO. 70-3364

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 5227
17 RECORDED ON FEBRUARY 22, 1971 AS DOCUMENT NO. 71-1408
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 5227 A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Tentative Parcel Map No. PPM 12-033
23 Application for APN No. 013-130-005, as of this _____ day of
24 _____, 2013, by and between Clifford W. Unruh 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. 5227 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 013-130-005 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). 013-130-005;

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 5227 in regards to all or a portion the Subject
7 Property APN # 013-130-005 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) Tentative Parcel Map No. PPM 12-033
9 owner's application for a Tentative Parcel Map.

10 WHEREAS, the County in consideration for granting the Partial Non-Renewal,
11 desires to amend Land Conservation Contract Number 5227 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 5227 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
6 Preserve. However, the Board of Supervisors may not during the terms of the Contract
7 and any renewals thereof eliminate any of the permitted uses for the Subject Property, as
8 set forth 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
12 Property shall comply with all applicable local ordinances, regulations, resolutions and
13 state laws, 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
16 in 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
18 of, and in the sole and absolute discretion of the County, may be terminated by the
19 County and declared null and void. The State's failure to make such payments may be
20 due to non-appropriation of funds by the Legislature, failure to disburse appropriated
21 funds, amendment or repeal of the applicable provisions of the Open Space Subvention
22 Act, or by any other cause whatsoever. The County may exercise its option to declare the
23 Contract 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
2 notice in the Official Records of Tulare County. This Amended Land Conservation
3 Contract No. 5227 A, regarding land owned by Owner, shall terminate with no
4 continuing contractual rights of any kind; provided, however, that the owner may apply
5 for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise
6 may be provided 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 Clifford W. Unruh, 7634 Avenue 430, Dinuba, CA 93618, ph.# 559-591-3120

15 _____
16 _____
17 _____

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.**

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	<u>CLIFFORD W. UNRUH</u>	<u>Clifford W. Unruh</u>
7	(Print Name)	(Signature)
8		
9		
10		
11		
12		
13		

14
15
16
17 STATE OF CALIFORNIA
18 COUNTY OF TULARE } s. s.

19
20 On JULY 29, 2013 before me,

21
22 DEBORAH L. BOOS a Notary Public
23 in and for said County and State, personally appeared (printed names) :

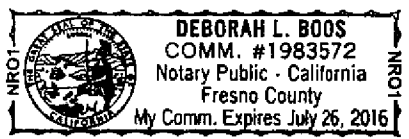
24
25 CLIFFORD W. UNRUH
26

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

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

35 WITNESS my hand and official seal

36
37 Signature Deborah L. Boos



1 **COUNTY OF TULARE**

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

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

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 NO. A

Unruh

Revised 28 May 2013

PARCEL 1

The South 279.22 feet of the West 291.92 feet of Lot 43 of Bella Vista Colony, located in the north half of Section 6, Township 16 South, Range 24 East, Mount Diablo Meridian, County of Tulare, State of California, per map recorded in Book 2 of Maps at Page 93 in the Office of the Tulare County Recorder. The measurements are taken from the North right of way of Avenue 430 and the East right of way of Road 76, each 20 foot wide half-width.

PARCEL 2

Lots 41, 42 and 43 of Bella Vista Colony, located in the north half of Section 6, Township 16 South, Range 24 East, Mount Diablo Meridian, County of Tulare, State of California, per map recorded in Book 2 of Maps at Page 93 in the Office of the Tulare County Recorder. Along with all of that certain portion of the former Atchison, Topeka and Santa Fe Railway Company's (ATSF) right of way being approximately 50 feet wide, lying in Tulare County, California, as deeded to Clifford W. Unruh and Elizabeth H. Unruh by Doc No. 1998-0079564 in the Office of the Tulare County Recorder, more particularly described as follows:

The Northeasterly 50 feet of that portion of the former ATSF Railroad right of way which is adjacent to Parcel 13-010-043 as it exists March 24, 1998, lying in the north half of Section 6, Township 16 South, Range 24 East of Mount Diablo Base and Meridian.

EXCEPTING the South 279.22 feet of the west 291.92 feet of Lot 43 of Bella Vista Colony, located in the north half of Section 6, Township 16 South, Range 24 East, Mount Diablo Meridian, County of Tulare, State of California, per map recorded in Book 2 of Maps at Page 93 in the Office of the Tulare County Recorder. The measurements are taken from the North right of way of Avenue 430 and the East right of way of Road 76, each 20 foot wide half-width.

ALSO EXCEPTING that portion of Lots 41 and 42 of Bella Vista Colony, located in the north half of Section 6, Township 16 South, Range 24 East, Mount Diablo Meridian, County of Tulare, State of California, per map recorded in Book 2 of Maps at Page 93 in the Office of the Tulare County Recorder described as follows:

Beginning at a point on the North line of Section 6, Township 16 South, Range 24 East, Mount Diablo Meridian, County of Tulare, State of California, 672 feet West of the Northeast corner of the Northwest quarter of said Section; thence South $01^{\circ}00'00''$ East a distance of 900.40 feet to the Northerly line of the railroad right of way thence North $63^{\circ}00'00''$ West along the Northerly line of the railroad right of way to the North line of said Northwest quarter; thence East along the North line of said Northwest quarter to the Point of Beginning.

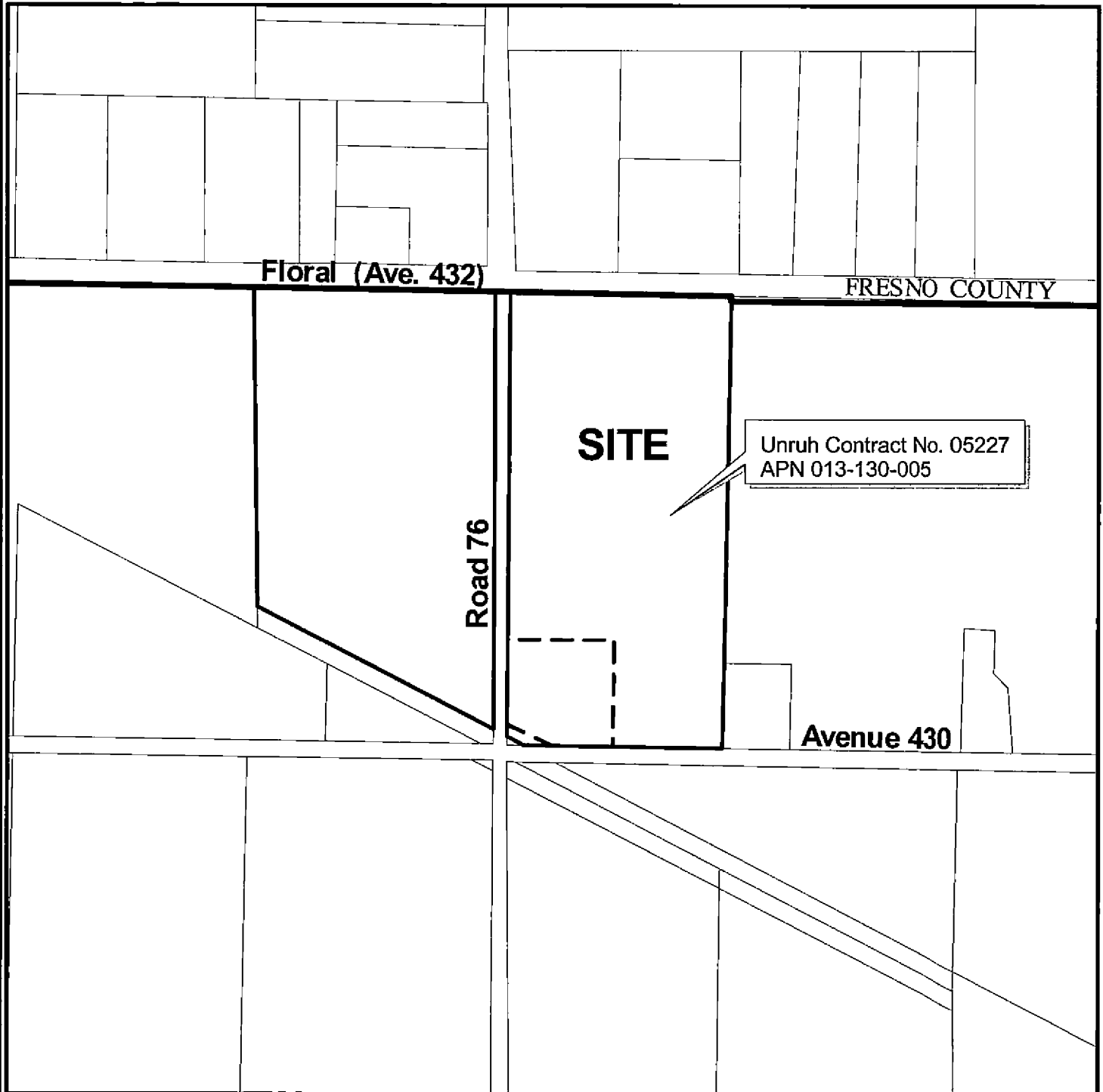




Exhibit "B"

Land in Amended Contract # 5227A

PNR 13-019



Owner: UNRUH CLIFFORD W (TR)(SURV TR 2008)
Address: 7634 AVE 430
City, State ZIP: DINUBA CA 93618
Applicant: Clifford Unruh
Agent: Forester, Weber & Associates
Supervisorial District # 4
Assessors Parcel # 013130005



Attachments for PNR 13-020 (Halford)

- Partial Non-Renewal Application
 - Exhibit A Subject Parcel Legal Description
 - Ag Preserve Map
- Amended Contract 3484A:
 - Exhibit A Contract Land Legal Description
 - Exhibit B Map of Land in Amended Contract

Case No. PNR 13-020
RECORDING REQUESTED BY and
WHEN RECORDED RETURN TO:

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

SPACE ABOVE FOR RECORDER'S USE ONLY

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). 032-040-001 (Portion)
Acreage 1.31 If applicable: Condition of Approval of Project No. PPM 12-036
By execution hereof, the undersigned parties declare under penalty of perjury that he/she/they constitute and are all of the fee title owners of the property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

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

Jerry & Susan Halford P.O. Box 98 Sultana, CA 93666 559-730-1446

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

Jerry Halford Susan Halford
Jerry Halford Susan Halford

STATE OF CALIFORNIA
COUNTY OF Tulare } S.S.

On 06/18/2013 before me,

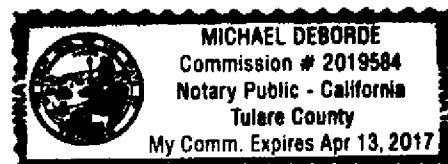
Michael Deborde a Notary Public
in and for said County and State, personally appeared (printed names):

Jerry Halford
Susan Halford

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 Michael Deborde



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 559-733-6291 or address above) for verification if more than one APN is applied for.

(Below For Official Use Only)

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

Agricultural Preserve No. 0946

Land Conservation Contract No. 3484

Recorded on (Date) JANUARY 28, 1970 as Document No. 70-349

Name(s) of Original/Contract owner(s) WILLIAM P. BOONE & MADELLNE B. BOONE

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

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

STATE OF CALIFORNIA)
COUNTY OF TULARE)

On _____ before me, a Clerk (or Deputy Clerk) of the Board of Supervisors of the County of Tulare, 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, Planning Division
Assessor - 2
State Dept. of Conservation

DATE: _____

“Exhibit A”

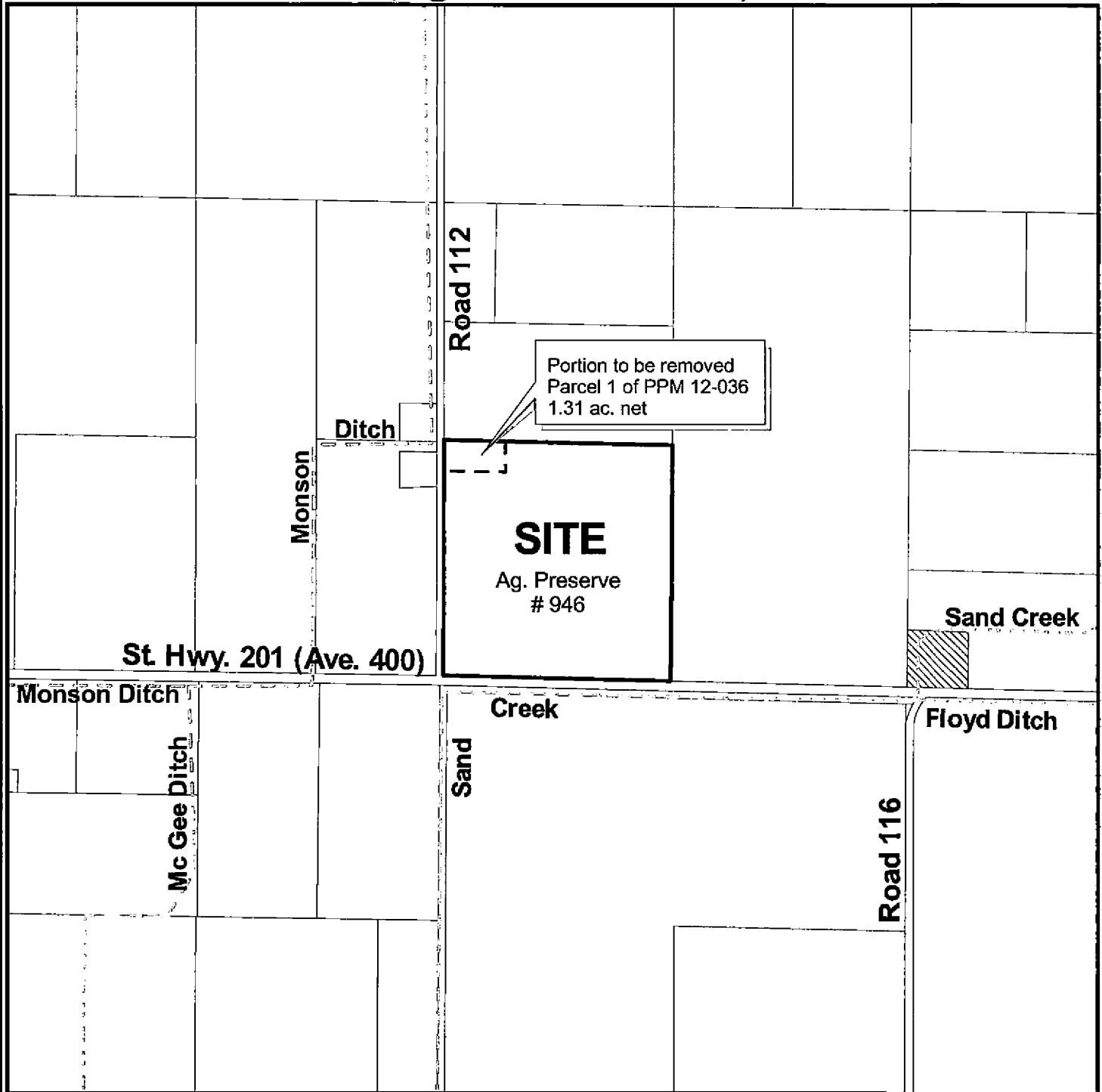
Parcel 1

The North 170.00 feet of the West 375.00 feet of the Southwest quarter of the Southwest quarter of Section 24, Township 16 South, Range 24 East, Mount Diablo and Meridian.

Excepting right of way for public road on the West side.



Ag. Preserve Map for PNR 13-020 (Ag. Preserve # 946)



Owner: HALFORD JERRY W & SUSAN (TRS)
Address: PO BOX 98
City, State ZIP: SULTANA CA 93666
Applicant: Jerry Halford
Agent: Neil Zerlang
Supervisorial District # 4
Assessors Parcel # 032040001



- 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. 0946
12 RESOLUTION NO. 1969-2975

Area for Recorder's Use Only

13
14 AMENDMENT
15 TO
16 LAND CONSERVATION CONTRACT NO. 3484
17 RECORDED ON JANUARY 28, 1970 AS DOCUMENT NO. 1970-349
18

19
20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 3484 A, RESOLUTION NO. _____,
22 is made and entered into as a result of a Tentative Parcel Map No. PPM 12-036
23 Application for APN No. 032-040-001, as of this _____ day of
24 _____, 2013, by and between Jerry Halford and Susan Halford
25 hereinafter referred to as the "Owner", and the COUNTY of TULARE, hereinafter
26 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. 3484 hereinafter referred to as
32 "Subject Property", which is described for A.P.N. No(s). 032-040-001 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). 032-040-001;

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 3484 in regards to all or a portion the Subject
7 Property APN # 032-040-001 to satisfy the conditions set forth as a Condition of
8 Approval of Project Number (if applicable) Tentative Parcel Map No. PPM 12-036
9 owner's application for a Tentative Parcel Map.

10 WHEREAS, the County in consideration for granting the Partial Non-Renewal,
11 desires to amend Land Conservation Contract Number 3484 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 3484 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
6 Preserve. However, the Board of Supervisors may not during the terms of the Contract
7 and any renewals thereof eliminate any of the permitted uses for the Subject Property, as
8 set forth 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
12 Property shall comply with all applicable local ordinances, regulations, resolutions and
13 state laws, 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
16 in 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
18 of, and in the sole and absolute discretion of the County, may be terminated by the
19 County and declared null and void. The State's failure to make such payments may be
20 due to non-appropriation of funds by the Legislature, failure to disburse appropriated
21 funds, amendment or repeal of the applicable provisions of the Open Space Subvention
22 Act, or by any other cause whatsoever. The County may exercise its option to declare the
23 Contract null and void by delivering notice to the Department of Conservation, Division

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 Jerry Halford
7 (Print Name)

Jerry Halford
(Signature)

8
9 Susan Halford
10 (Print Name)

Susan Halford
(Signature)

11
12
13 STATE OF CALIFORNIA
14 COUNTY OF Tulare } s. s.

15
16 On 06/18/2013 before me,

17
18 Michael DeBorde a Notary Public
19 in and for said County and State, personally appeared (printed names) :

20
21 Jerry Halford Susan Halford
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 Michael DeBorde
Michael DeBorde Notary Public



1 **COUNTY OF TULARE**

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

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

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

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

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

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

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

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

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

36 Attachment
37
38
39

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

4 **Parcel 1**

5 The North 170.00 feet of the West 375.00 feet of the Southwest quarter for the
6 Southwest quarter of Section 24, Township 16 South, Range 24 East Mount
7 Diablo and Meridian.

8
9 **Excepting** right of way for public road on the West side.

10
11
12 **Parcel 2**

13 The Southwest quarter of the Southwest of Section 24, Township 16 South, Range
14 24 East, Mount Diablo and Meridian.

15
16 **Excepting** right of way for public road on the South and West sides.

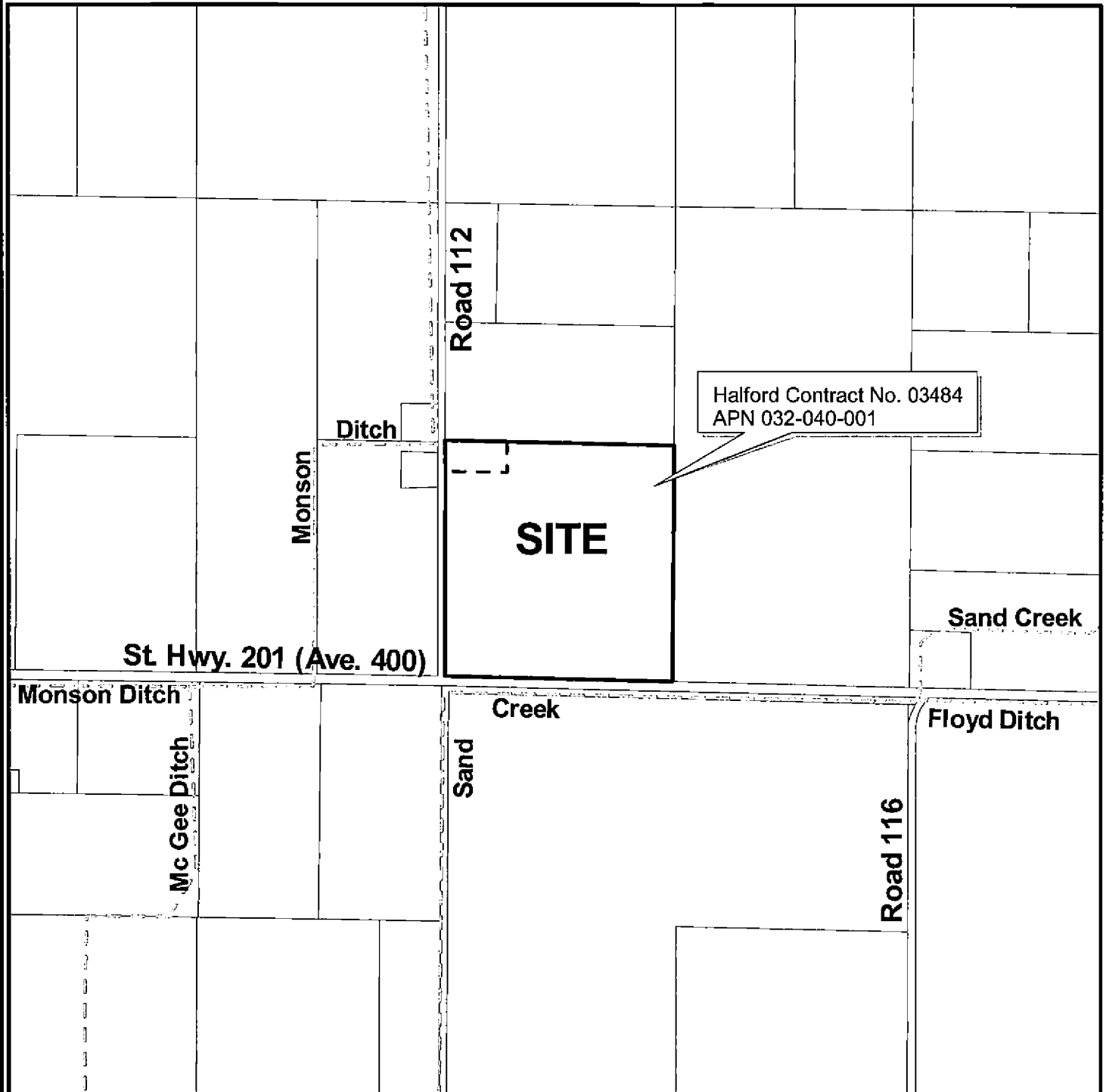
17
18 **Also excepting** the North 170.00 feet of the West 375.00 feet thereof.



Exhibit "B"

Land in Amended Contract # 3484A

PNR 13-020



Owner: HALFORD JERRY W & SUSAN (TRS)
Address: PO BOX 98
City, State ZIP: SULTANA CA 93666
Applicant: Jerry Halford
Agent: Neil Zerlang
Supervisorial District # 4
Assessors Parcel # 032040001

