

DOC# 2024-0063368

12/19/2024

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Titles: 1 Pages: 9

Fees	\$0.00
Transfer Tax	\$0.00
CA SB2 Fee	\$0.00
Total	\$0.00

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)

AG PRESERVE NO. 4518
RESOLUTION NO. 2024-1016

Area for Recorder's Use Only

LAND CONSERVATION CONTRACT
TULARE CO. AGREEMENT NO. 32028 RESOLUTION NO. 2024-1219

This Land Conservation Contract, made and entered into as a result of Agricultural Preserve/Contract Application No. NWA 24-002 for PAP 24-002 for Assessor's Parcel Number APN 029-110-013, as of the 17th day of December, 2024, by and between B 17 LP, hereinafter referred to as the "owners", and the County of Tulare, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, the Owner owns real property in the County of Tulare, State of California, hereinafter referred to as "Subject Property", which is described as APN 029-110-013 with legal description as described in Exhibit A and illustrated in Exhibit B.

WHEREAS, the Subject Property is now devoted to agricultural uses and uses compatible thereto; and

WHEREAS, the Subject Property is located in Agricultural Preserve No. 4518, which was established by the Board of Supervisors of the County by Resolution No. 2024-1016; and

WHEREAS, the Owner and the County desire to limit the use of the Subject Property to agricultural uses and uses compatible thereto, in order to preserve a maximum of agricultural land, to conserve California's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State,
NWA 24-002 for PAP 24-002

and to discourage the premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the Owner and the County; and

WHEREAS, the Contract is entered into pursuant to the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an enforceable restriction under the provisions of Section 421 et seq. of the State Revenue and Taxation Code; and

WHEREAS, the County enters into this Contract with the Owner on the express condition that funds be annually appropriated by the State of California, and that annual payments continue to be made to the County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et. seq.), and that if said funds are not appropriated or dispersed, the County may terminate the Contract in regards to the land owned by Owner and declare it null and void.

NOW, THEREFORE, IT IS AGREED as follows:

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

2. During the term of this Contract and any renewals thereof, the subject Property shall not be used by the Owner, or his successors in interest, for any purpose other than the production of agricultural commodities for commercial purposes and those compatible uses which are listed in the Resolution establishing the Agricultural Preserve within which the land is located. The Board of Supervisors of the County may from time to time during the term of the Contract and any renewals thereof, by resolution or ordinance, add to the permissible uses of the Subject Property listed in the Resolution establishing the Preserve. However, the Board of Supervisors may not during the terms of the Contract and any renewals thereof eliminate any of the permitted uses for the Subject Property, as set forth in said Resolution or Ordinance, without the prior written consent of the Owner.

3. Nothing in this Contract shall limit or supersede the planning, zoning, and other police powers of the County, and the right of the County to exercise such powers with regard to the Subject Property. All uses of and actions regarding the Subject Property

shall comply with all applicable local ordinances, regulations, resolutions and state laws, as adopted or amended from time to time.

4. There shall be no payment to the Owner by the County.

5. The terms of this contract shall be for ten (10) years, commencing on the date that this Contract is executed by the Board of Supervisors of the County. The first (1st) day of January of each year shall be the annual renewal date of this contract.

6. This Contract shall be automatically renewed on the annual renewal date each year for an additional period of one (1) year unless notice of non-renewal is filed in accordance with the Williamson Act. No notice of renewal is required to be given or recorded by either party to effectuate the automatic renewals provided for in this paragraph.

7. This Land Conservation Contract is made expressly conditioned upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County and declared null and void. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the Contract null and void by delivering notice to the Department of Conservation, Division of Land Resource Protection, Owner or successors or assigns, and by recording such notice in the Official Records of Tulare County. This Land Conservation Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the owner may apply for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise may be provided by law.

8. This Contract may be canceled only in accordance with the provisions of the Williamson Act governing cancellation of Contracts.

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

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

B 17 LP, 865 S. Frankwood, Reedley, CA 93654, 559-284-1875

(Use additional lines, if necessary.)

* * *

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 Subject Property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

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

OWNER(S)

Anthony Balakian
(Print Name)


(Signature)

Manager of B 17 LLC GP
of B 17 LP

AREA TO BE COMPLETED BY PROPERTY OWNER'S NOTARY

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

STATE OF CALIFORNIA
COUNTY OF Tulare } s. s.

On November 12, 2024 before me,

Russell T Kashiwa a Notary Public
in and for said County and State, personally appeared (printed names):

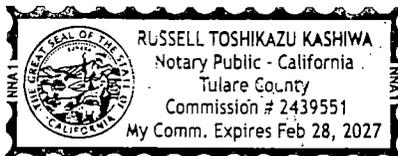
[owner] Anthony Douglas Balakian

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

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

WITNESS my hand and official seal

Signature [Handwritten Signature]



COUNTY OF TULARE

BY: Larry Meari
Chairman, Board of Supervisors

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

BY: Kirsten Bain
Deputy Clerk



* AREA TO BE COMPLETED BY BOARD'S NOTARY *

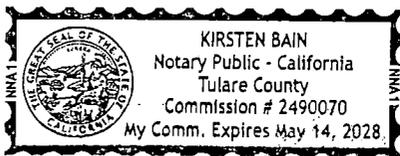
"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA)
) ss.
COUNTY OF TULARE)

On December 17, 2024 before me, Kirsten Bain a Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare, personally appeared Larry Meari 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 my hand and official seal.



Kirsten Bain
Signature of Notary Public County and State

Attachment

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

For APN/Parcel ID(s): 029-110-013

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

The West half of the southwest quarter of Section 34, Township 16 South, Range 23 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, according to the official plat thereof the survey of said land on file in the Bureau of Land Management at the date of the issuance of patent thereof.

EXCEPTING from said land, a strip or strips of land the length, width, and location of which is to be thereafter determined to be used for the purpose of conducting water across said property or building ditches or canals, as conveyed by O.S. Brewer to the 76 Land and Water Company, a corporation, by deed dated May 21, 1883, recorded in Book 7, Page 318 of Deeds.

ALSO EXCEPTING THEREFROM, the South 55 feet thereof as granted to the County of Tulare by deed recorded January 27, 1960, in Book 2171, Page 273 of Official Records.

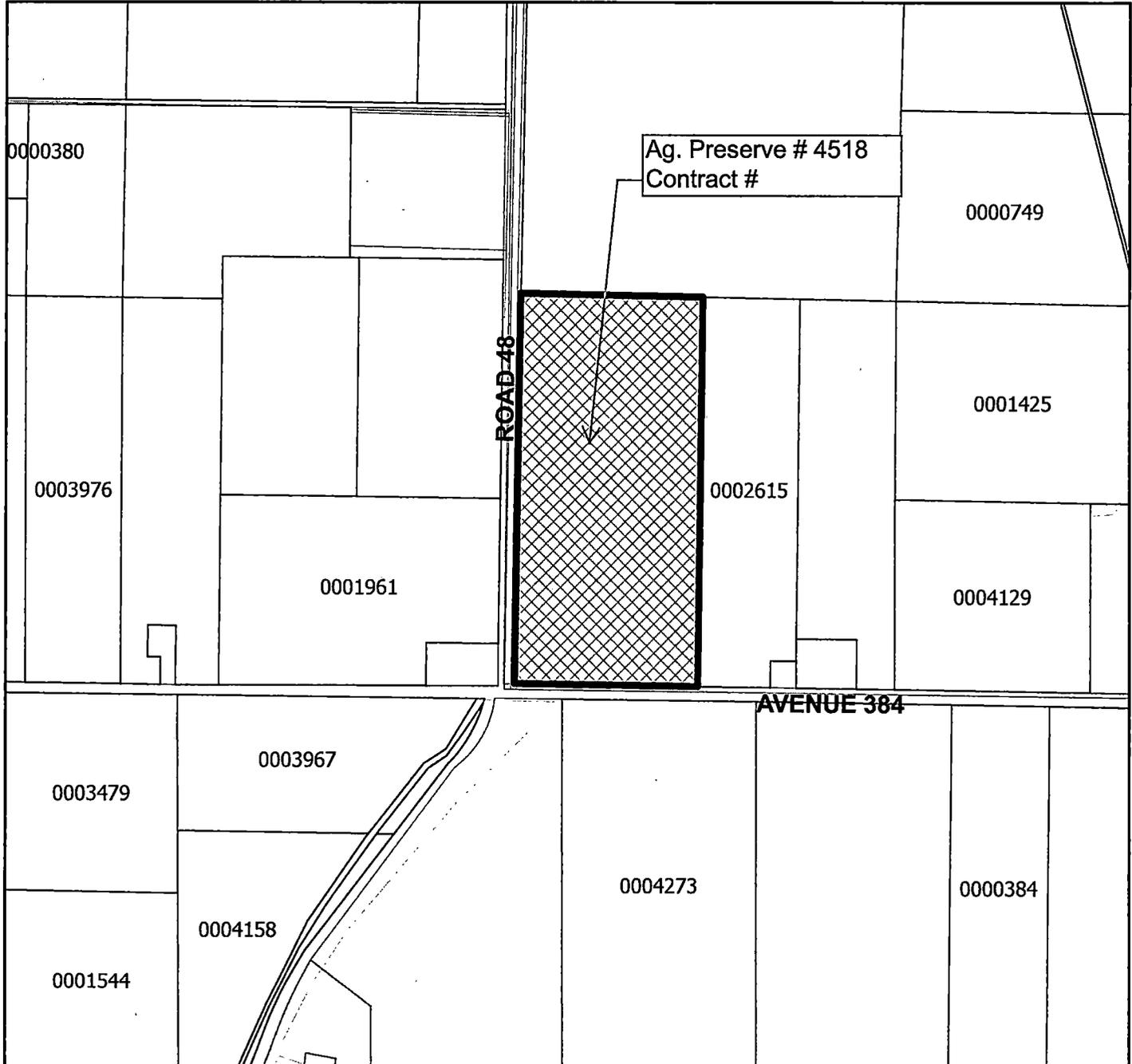
ALSO EXCEPTING from said land, an undivided one-half interest in and to all oil, gas, petroleum, naphtha and other hydrocarbon substances and minerals of whatsoever kind and nature in, upon, or beneath said property as reserved in the deed from Elmer E. Carlson and Mabel M. Carlson, his wife, to Frank Marshall, dated March 25, 1944, and recorded March 31, 1944, in Book 1069, Page 85 of Official Records.

EXHIBIT B
ILLUSTRATIVE MAP OF SUBJECT PROPERTY

[Tulare County RMA will provide this]

Exhibit "B"

Ag. Preserve Map for PAP 24-002



Owner: B17LP GENERAL PARTNER
Applicant: ANTHONY BALAKIAH
Address: 865 S. FRANKWOOD AVE
City, State, ZIP: REEDLEY, CA 93272
Supervisorial District: 4
Assessors Parcel: 029-110-013

0 1,000
Feet

-  Parcels
-  Williamson Act Preserves 2023
-  PAP 24-002

