



2023-0058418

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Recorded
Official Records
County of
Tulare
TARA FREITAS, CPA
CLERK RECORDER

REC FEE

AD

02:49PM 06-Dec-2023 | Page 1 of 8

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. 527
12 RESOLUTION NO. 69-2190

Area for Recorder's Use Only

13
14 AMENDMENT

15 TO

16 LAND CONSERVATION CONTRACT NO. 3152
17 RECORDED ON January 2, 1970 AS DOCUMENT NO. 1970-0000021
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 3152A, RESOLUTION NO. 2023-1104, is
22 made and entered into as a result of a Partial Non-Renewal Application, WAN 23-015 for
23 APN No(s). 295-130-026, as of this 5th day of December, 20
24 23, by and between Antonio C. Cuevas and Consuelo Cuevas hereinafter referred to as
25 the "Owner(s)", 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. 3152 hereinafter referred to as "Subject
31 Property", which is described for A.P.N. No(s). 295-130-026 with legal description as
32 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). 295-130-026;

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

5 WHEREAS, the Owner has applied for a Partial Non-Renewal of said Land
6 Conservation Contract Number 3152 in regards to all or a portion the Subject Property
7 APNs # 295-130-026 to satisfy the conditions set forth as a Condition of Approval of
8 Project Number (if applicable) PPM 23-003 owner's application for a Tentative Parcel
9 Map.

10 WHEREAS, the County in consideration for granting the Tentative Parcel Map,
11 desires to amend Land Conservation Contract Number 3152 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 3152 is entered
23 into pursuant to the Williamson Act and all of the provisions of said Act, including any

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

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

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

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

1 of Land Resource Protection, Owner or successors or assigns, and by recording such notice
2 in the Official Records of Tulare County. This Amended Land Conservation Contract No.
3 3152A, regarding land owned by Owner, shall terminate with no continuing contractual
4 rights of any kind; provided, however, that the owner may apply for a new Land
5 Conservation Contract or Farmland Security Zone Contract as otherwise may be provided
6 by law.

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

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

13
14 Antonio C. Cuevas P.O. Box 433, Pixley, CA 93256, (559) 300-9570

15 Consuelo Cuevas P.O. Box 433, Pixley, CA 93256, (559) 300-9570

16 * * *

17
18
19 **By execution hereof, the undersigned parties declare under penalty of perjury that**
20 **he/she/they constitute and are all of the fee title owners of the Subject Property**
21 **described herein, and are, or are the successors-in-interest of, the owners of such**
22 **property who entered into the Land Conservation Contract.**
23

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

4 OWNER(S)

5 Antonio C. Cuevas

Antonio Cuevas

6 Consuelo Cuevas

Consuelo Cuevas

7
8 (Print Name)

(Signature)

9
10
11 "A notary public or other officer completing this certificate verifies only the identity of the individual who
12 signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of
13 that document."

14
15 STATE OF CALIFORNIA
16 COUNTY OF FRESNO } s. s.

17
18 On 10-07-2023 before me,

19
20 NARINDER SAHOTA a Notary Public
21 in and for said County and State, personally appeared (printed names) :

22
23 ANTONIO C. CUEVAS

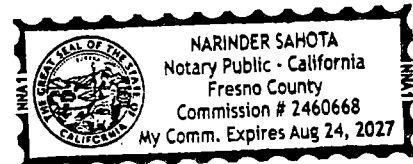
24
25 CONSUELO CUEVAS

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~~ executed
29 the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on
30 the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
31 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 [Signature]



COUNTY OF TULARE

BY: [Signature]
Chairman, Board of Supervisors

ATTEST: County Administrative Officer
Clerk, Board of Supervisors

BY: [Signature]
Deputy Clerk



* AREA TO BE COMPLETED BY BOARD'S NOTARY *

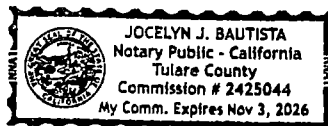
"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF CALIFORNIA)
) ss.
COUNTY OF TULARE)

On December 5, 2023 before me, Jocelyn Bautista a
Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,
personally appeared Dennis Townsend 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.



[Signature]
Signature of Notary Public County and State

Attachment

EXHIBIT A
Parcel No. 2
Legal Description

A portion of the Northeast Quarter of Section 28, Township 22 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, being more particularly described as follows:

Commencing at the Northeast corner of said Section 28; thence North 89°59'31" West along the North line of said Section 28 a distance of 827.54 feet to the **TRUE POINT OF BEGINNING**, said point also being on the Centerline of the Avenue 112;

thence continue North 89°59'31" West along the North line of said Section 28 a distance of 145.00 feet;

thence South 00°15'31" West a distance of 228.82 feet;

thence South 89°59'31" East a distance of 20.00 feet;

thence South 00°15'31" West a distance of 25.00 feet;

thence South 89°59'31" East a distance of 45.00 feet; thence South 00°15'31" West a distance of 246.18 feet;

thence South 89°59'31" East more or less to the West line of the West three-quarters of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 28 a distance of 80.00 feet;

thence North 00°15'31" East along the West line of the West three-quarters of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 28 a distance of 500.00 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.34 ACRES MORE OR LESS.

End of Description

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

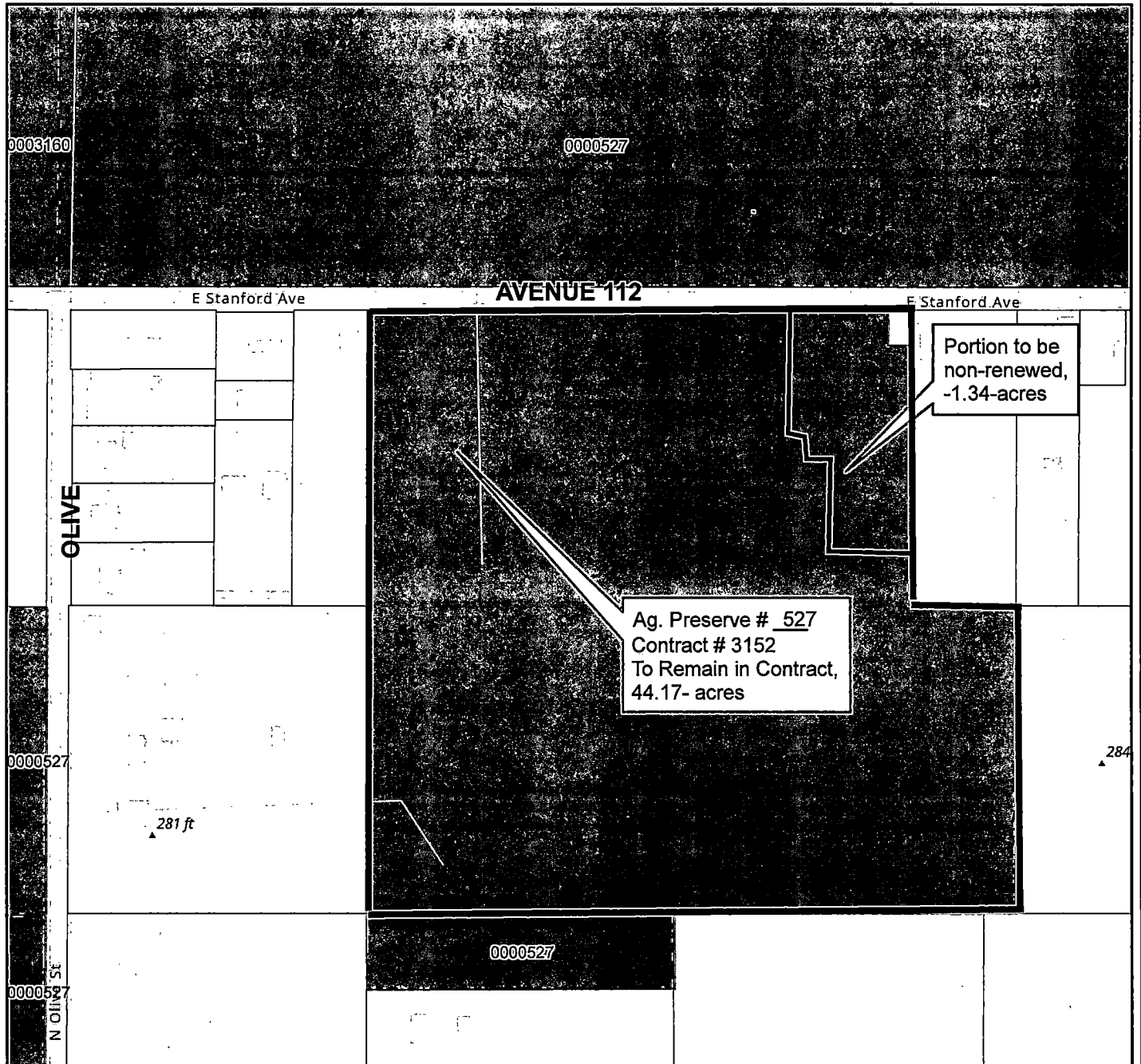
Signature: _____

Narinder S. Sahota, PLS 8719

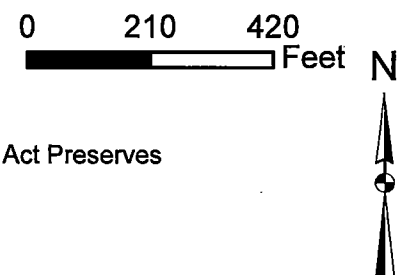
Date: October 12, 2023



Exhibit "B"
Land in Amended Contract #3152
Agricultural Preserve #527



Owner: CUEVAS ANTONIO C & CONSUELO (TRS)(REV TR)
Address: 13135 5th St
City, State, ZIP: Chino CA 91710-4145
Applicant:
Agent: Gilbert Requejo
Supervisory District: 2
Assessors Parcel: 295-130-026



☐ Parcels
☐ Williamson Act Preserves