

DOC# 2024-0063390

12/19/2024

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Titles: 1 Pages: 8

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|--------------|--------|
| 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. 4533
RESOLUTION NO. 2024-1031

Area for Recorder's Use Only

LAND CONSERVATION CONTRACT
TULARE CO. AGREEMENT NO. 32049 RESOLUTION NO. 2024-1219

This Land Conservation Contract, made and entered into as a result of Agricultural Preserve/Contract Application No. NWA 24-025 for PAP 24-025 for Assessor's Parcel Number APNs 337-050-004, 337-050-005, 337-060-014, 337-060-026, & 337-060-027, as of the 17th day of December, 2024, by and between Deer Creek Orchard hereinafter referred to as the "owner", 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 APNs 337-050-004, 337-050-005, 337-060-014, 337-060-026, & 337-060-027 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. 4533, which was established by the Board of Supervisors of the County by Resolution No. 2024-1031; 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 NWA 24-025 for PAP 24-025

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, 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)

Jay Tevelde Jr., 6656 Avenue 328, Visalia CA 93291, 559-730-5850

(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)

Jay Tevelde Jr.,
(Print Name)

[Signature]
(Signature)

11-13-24

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 11/13/2024 before me,

Kellan W. Bateman a Notary Public

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

[owner] Jayte Velde Jr.

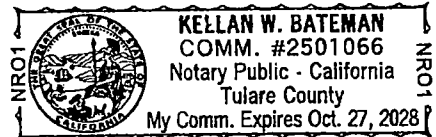
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Kellan W. Bateman



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 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 Micari 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.



Attachment

[Signature]
Signature of Notary Public County and State

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

APN: 337-050-004

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4 TOWNSHIP 24 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING AND RESERVING ONE-HALF THE OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, AS EXCEPTED AND RESERVED BY STELLA E. DUNCAN, IN THE DEED TO LESTER RAMBO AND BEATRICE RAMBO, HUSBAND AND WIFE AS JOINT TENANTS, DATED APRIL 10, 1944, RECORDED MAY 9, 1944, IN BOOK 1069, PAGE 485 OF OFFICIAL RECORDS.

APN: 337-050-005

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTH 142 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING WESTERLY OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD.

APN: 337-060-014

ALL THE LOTS 228, 231, AND 232 OF EARLIMART FRUIT AND ALFALFA COLONY NO. 1, AS PER MAP RECORDED IN BOOK 10, PAGE 41 OF MAPS, TULARE COUNTY RECORDS.

EXCEPTING FROM SAID LOT 232 THE WEST 228 FEET OF THE EAST 388 FEET OF THE SOUTH 190 FEET THEREOF.

ALSO EXCEPTING AND RESERVING THE RIGHT AND PRIVELEGE TO TAKE WATER FROM THE WELL AND PUMP LOCATED ON SAID PARCEL NO. 2 FOR TOMESTIC USE AND ALSO A RIGHT OF WAY ACROSS SAID LAND NECESSARY TO TRANSPORT SAID WATER, AS RESERVED BY C. A. ROSSI AND THERESA ROSSI, HUSBAND AND WIFE IN DEED TO LESTER RAMBO AND WIFE, DATED DECEMBER 7, 1949 FILED FOR RECORD DECEMBER 27, 1949 UNDER FILE NO. 28586 OFFICIAL RECORDS.

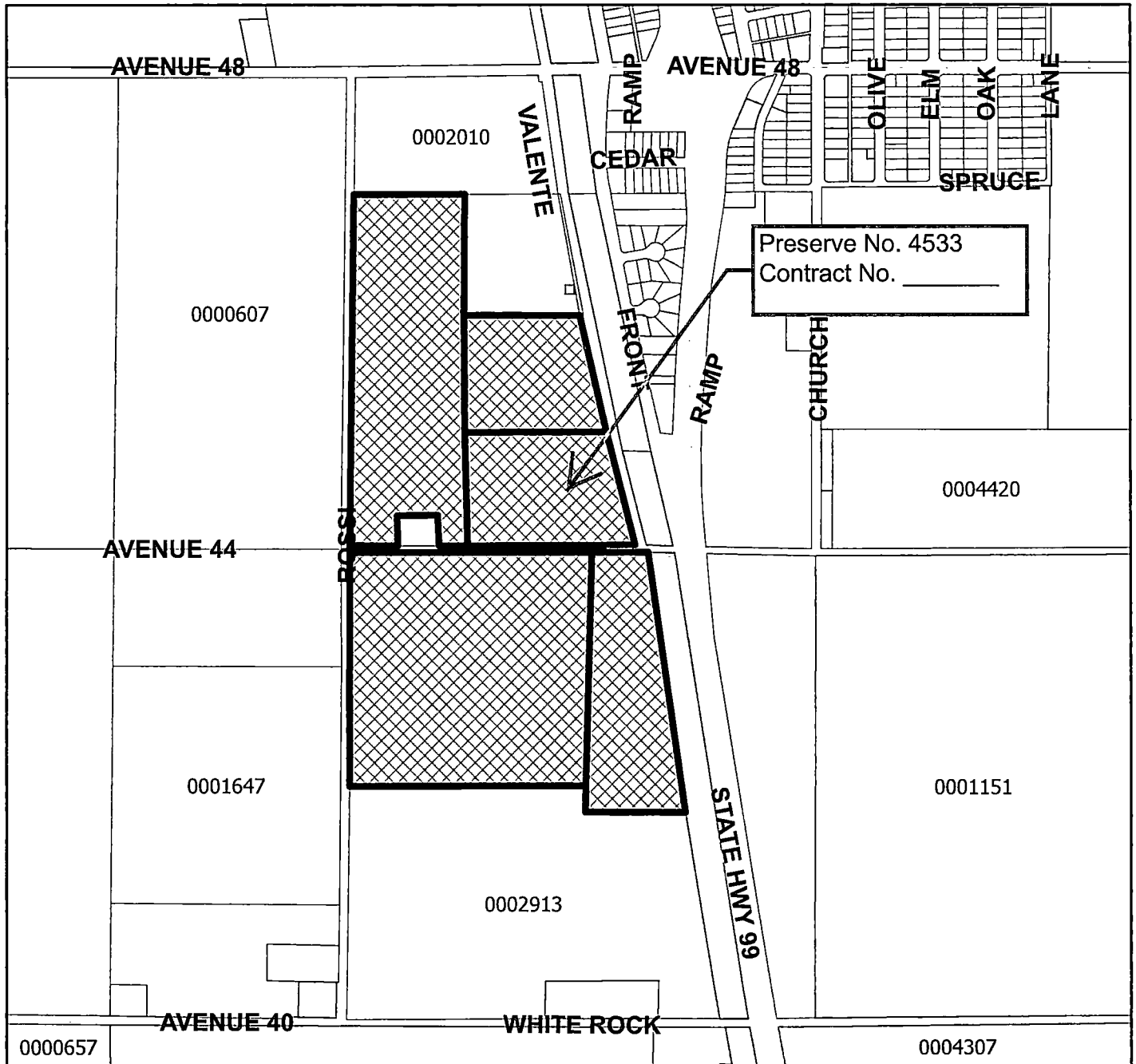
APN: 337-060-026

LOT 230 OF THE EARLIMART FRUIT AND ALFALFA COLONY NO. 1, AS PER MAP RECORDED IN BOOK 10, PAGE 41 OF MAPS, TULARE COUNTY RECORDS.

APN: 337-060-027




LOT 233 OF THE EARLIMART FRUIT AND ALFALFA COLONY NO. 1, AS PER MAP RECORDED IN BOOK 10, PAGE 41 OF MAPS, TULARE COUNTY RECORDS.

Ag. Preserve Map for PAP 24-025



Owner: DEER CREEK ORCHARDS
Applicant: JAY TE VELDE JR.
Address: 6656 AVENUE 328
City, State, ZIP: VISALIA, CA 93291
Supervisory District: 4
Assessors Parcel: 337-050-004, 337-050-005,
337-060-026, 337-060-027, & 337-060-014

0 500 1,000 1,500
Feet

-  Site
-  AssrAGpres_2023
-  PAP 24-025

