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Titles: 1 Pages: 10

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

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. 1387
12 RESOLUTION NO. 70-2592

Area for Recorder's Use Only

13
14 AMENDMENT

15 TO

16 LAND CONSERVATION CONTRACT NO. 4656
17 RECORDED ON February 16, 1971 AS DOCUMENT NO. 1971-0000809
18
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY
21 REFERRED TO AS AGREEMENT NO. 4656A, RESOLUTION NO. 2024-10609, is
22 made and entered into as a result of a Tentative Parcel Map Application No. PPM 23-032
23 for APN No(s). 216-180-032, as of this 5th day of November, 20
24 24, by and between Joe Lopez and Ines Lopez, hereinafter referred to as the
25 "Owner(s)", and the COUNTY of TULARE, hereinafter referred to as the "County";

26 WITNESSETH
27

28 WHEREAS, the Owner owns real property in the County of Tulare, State of
29 California, under Land Conservation Contract No. 4656 hereinafter referred to as "Subject
30 Property", which is described for A.P.N. No(s). 216-180-032 with legal description as
31 described in Exhibit A and illustrated in Exhibit B.

32 WHEREAS this contract amendment applies only to the owners of the Subject
33 Property: A.P.N. No(s). 216-180-032;

34 WHEREAS, the original Land Conservation Contract was entered into pursuant to
35 the Williamson Act (Government Code, Section 51200, et seq.) and constitutes an

1 enforceable restriction under the provisions of Section 421 et seq. of the State Revenue and
2 Taxation Code;

3 WHEREAS, the Owner has applied for a Partial Non-Renewal of said Land
4 Conservation Contract Number 4656 in regards to all or a portion the Subject Property
5 APNs # 216-180-032 to satisfy the conditions set forth as a Condition of Approval of
6 Project Number (if applicable) PPM 23-032 owner's application for a Tentative Parcel
7 Map.

8 WHEREAS, the County in consideration for granting the Tentative Parcel Map,
9 desires to amend Land Conservation Contract Number 4656 in regards to the land owned
10 by Owner to include a provision which states that the original contract and that portion
11 subject to the project, will continue to be in full force and effect, subject to the express
12 condition that funds be annually appropriated by the State of California, and that annual
13 payments continue to be made to the County by the State Controller, under the provisions
14 of the Open Space Subvention Act (California Government Code section 16140, et. seq.),
15 and that if said funds are not appropriated or dispersed the County may terminate the
16 Contract in regards to the land owned by Owner and declare it null and void.

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

19 NOW, THEREFORE, IT IS AGREED as follows:

20 1. This Amendment to Land Conservation Contract Number 4656 is entered
21 into pursuant to the Williamson Act and all of the provisions of said Act, including any
22 amendments hereafter enacted, are hereby incorporated by reference and made a part of
23 this Contract as if fully set forth herein.

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

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

12 4. This Land Conservation Contract is made expressly conditioned upon the
13 State's continued compliance with the provisions of the Open Space Subvention Act. If in
14 any year the State fails to make any of the subvention payments to the County required
15 under the provision of the Open Space Subvention Act, then this Contract, at the option of,
16 and in the sole and absolute discretion of the County, may be terminated by the County and
17 declared null and void. The State's failure to make such payments may be due to non-
18 appropriation of funds by the Legislature, failure to disburse appropriated funds,
19 amendment or repeal of the applicable provisions of the Open Space Subvention Act, or
20 by any other cause whatsoever. The County may exercise its option to declare the Contract
21 null and void by delivering notice to the Department of Conservation, Division
22 of Land Resource Protection, Owner or successors or assigns, and by recording such notice
23 in the Official Records of Tulare County. This Amended Land Conservation Contract No.

1 4656A, regarding land owned by Owner, shall terminate with no continuing contractual
2 rights of any kind; provided, however, that the owner may apply for a new Land
3 Conservation Contract or Farmland Security Zone Contract as otherwise may be provided
4 by law.

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

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

11 Joe Lopez and Ines Lopez, 20281 Road 244, Strathmore, CA 93267 (559) 310-
12 2513

13
14 * * *
15
16

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

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 Joe Lopez

7 (Print Name)

8 (Signature)

9 Ines Lopez

10 (Print Name)

11 (Signature)

12
13
14
15 "A notary public or other officer completing this certificate verifies only the identity of the individual who signed the
16 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."
17

18 **ACKNOWLEDGMENT**

19
20 STATE OF CALIFORNIA

21 COUNTY OF Tulare } s. s.

22
23 On 04.23.21 before me,

24 Sandra R. Mendez a Notary Public

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

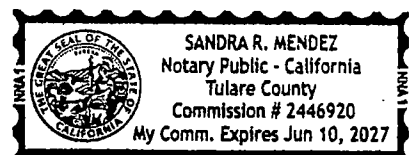
26 Joe Lopez Ines Lopez
27
28
29

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

35 I certify under PENALTY OF PERJURY under the laws of the State of California that the
36 foregoing paragraph is true and correct.
37

38 WITNESS my hand and official seal.

39
40 Signature Sandra R. Mendez
41



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 November 5, 2024 before me, Kirsten Bain a
Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,
personally appeared Pete Vander Boel 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
LEGAL DESCRIPTION OF SUBJECT LAND CONSERVATION CONTRACT
PROPERTY

Portion to be non-renewed shown as Parcel 1 of PPM 23-032

The North 444.00 feet of the East 417.00 feet, as measured from the East line of said Section 27 for the purposes of this legal description, of that portion of Parcel 2 of Parcel Map 2163, located in the North half of the Southeast quarter of Section 27, Township 20 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, more particularly described as follows:

Beginning at the Southeast corner of said Parcel 2 of Parcel Map 2163, located on the East line of said Section 27 for the purposes of this legal description;

Thence North 88°53'15" West, a distance of 503.05 feet;

Thence North 0°01'13 East, a distance of 217.00 feet;

Thence North 88°53'15" West, a distance of 495.00 feet;

Thence North 0°01'13 East, a distance of 9.00 feet;

Thence North 88°53'15" West, a distance of 120.00 feet;

Thence South 0°01'12" West, a distance of 226.00 feet to the South line of said Parcel 2;

Thence North 88°53'15" West, a distance of 204.00 feet to the Southwest corner of said Parcel 2;

Thence North 0°01'12" East, along the West line of said Parcel 2, a distance of 659.99 feet to the Northwest corner of said Parcel 2;

Thence South 88°53'24" East, along the North line of said Parcel 2, a distance of 1321.81 feet;

Thence South, a distance of 660.05 feet to the Point of Beginning.

Portion to remain within Land Conservation Contract subject to Amendment shown as Parcel No. 2 of PPM 23-032

That portion of Parcel 2 of Parcel Map 2163, located in the North half of the Southeast quarter of Section 27, Township 20 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, more particularly described as follows:

Beginning at the Southeast corner of said Parcel 2 of Parcel Map 2163, located on the East line of said Section 27 for the purposes of this legal description;

Thence North 88°53'15" West, a distance of 503.05 feet;

Thence North 0°01'13 East, a distance of 217.00 feet;

Thence North 88°53'15" West, a distance of 495.00 feet;

Thence North 0°01'13 East, a distance of 9.00 feet;

Thence North 88°53'15" West, a distance of 120.00 feet;

Thence South 0°01'12" West, a distance of 226.00 feet to the South line of said Parcel 2;

Thence North 88°53'15" West, a distance of 204.00 feet to the Southwest corner of said Parcel 2;

Thence North 0°01'12" East, along the West line of said Parcel 2, a distance of 659.99 feet to the Northwest corner of said Parcel 2;

Thence South 88°53'24" East, along the North line of said Parcel 2, a distance of 1321.81 feet;

Thence South, a distance of 660.05 feet to the Point of Beginning.

EXCEPTING THEREFROM the North 444.00 feet of the East 417.00 feet, as measured from the East line of said Section 27 for the purposes of this legal description.

TOGETHER WITH an easement for purposes of ingress and egress affecting Parcel No. 2 of Parcel Map No. 2163, located in the North half of the Southeast quarter of Section 27, Township 20 South, Range 27 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, more particularly described as follows:

Beginning at a point on the South line and 503.05 feet Westerly and distant from the Southeast corner of said Parcel No. 2, located on the East line of said Section 27 for the purposes of this legal description;

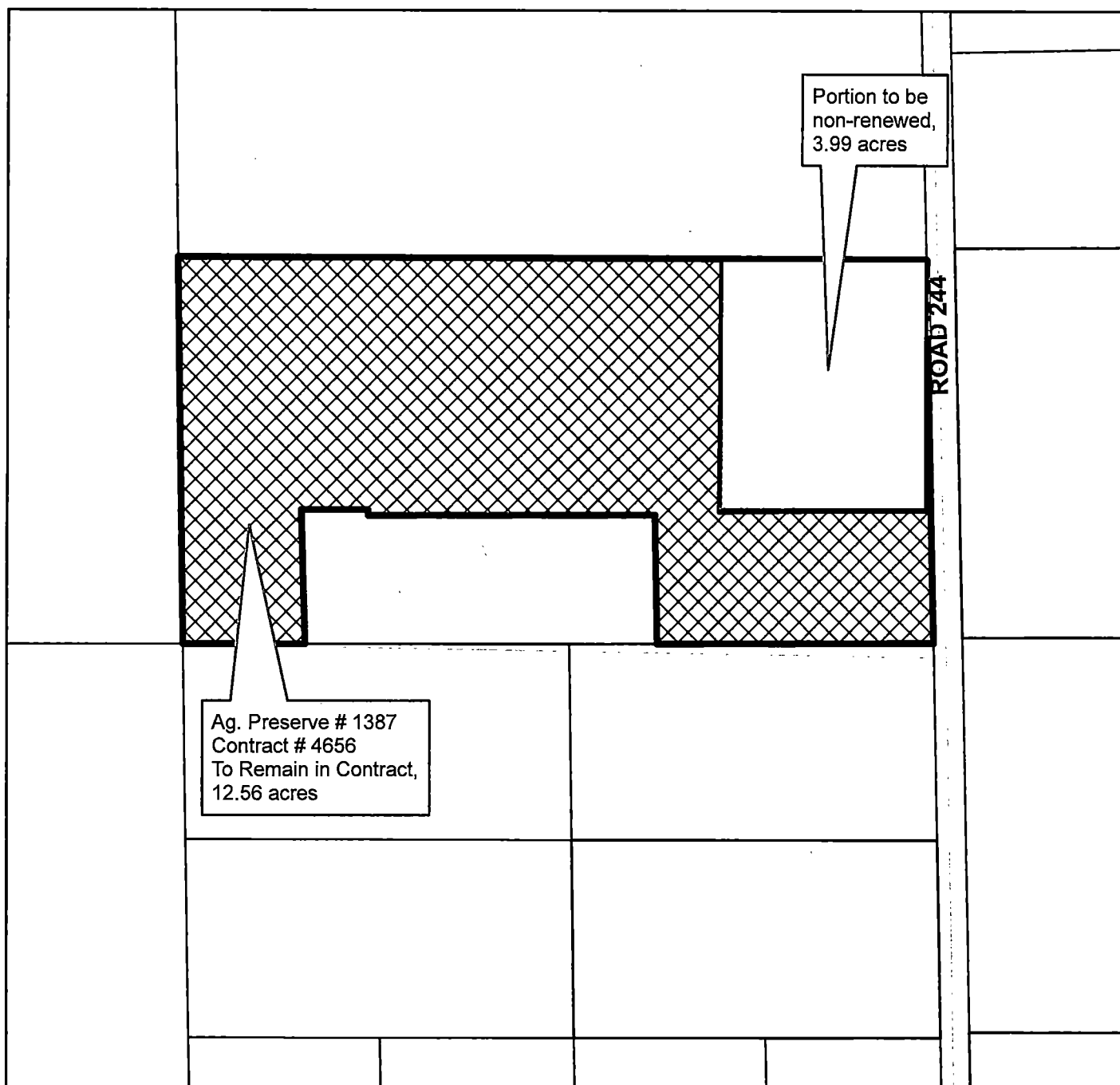
Thence continuing along the South line of said Parcel No. 2, a distance of 372 feet;

Thence Northerly and perpendicular to the South line of said Parcel No. 2, a distance of 217.50 feet;

Thence Westerly, parallel to the South line of said Parcel No. 2, a distance 20.00 feet;

- 1 Thence Southerly and perpendicular to the South line of said Parcel No. 2, to a
2 point on the South line of said Parcel No. 2;
- 3 Thence Westerly along said South line of said Parcel No. 2, to a point 204 feet
4 distant from the Southwest corner of said Parcel No. 2;
- 5 Thence Northerly, parallel to the West line of said Parcel No. 2, a distance of 100
6 feet;
- 7 Thence Southeasterly to a point that is 304 feet Easterly of the said Southwest
8 corner of Parcel No. 2, (as measured along the South line of said Parcel No. 2)
9 and Northerly of and 12.5 feet distant from the South line of said Parcel No. 2 (as
10 measured from right angles);
- 11 Thence Easterly, parallel to the South line of Parcel No. 2, to a point 12.5 feet
12 Northerly of (as measured from right angles) the Point of Beginning;
- 13 Thence Southerly to the Point of Beginning.
14

Exhibit "B"
Land in Amended Contract # 4656
Agricultural Preserve # 1387



Owner: JOE LOPEZ
Address: 20281 ROAD 244
City, State, ZIP: STRATHMORE, CA 93267
Applicant: SAME
Agent: NEIL ZERLANG
Supervisory District: 1
Assessors Parcel: 216-180-032

0 130 260 390 520 Feet

Ref: WAN 24-007

