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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. 2024-1069, 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 5<sup>th</sup> 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 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  
9 (Signature)

10  
11 Ines Lopez  
12 (Print Name)

13  
14 (Signature)

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  
25 Sandra R. Mendez a Notary Public

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

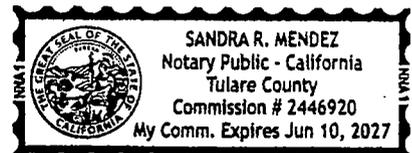
27  
28 Joe Lopez Ines Lopez  
29

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





1 **EXHIBIT A**  
2 **LEGAL DESCRIPTION OF SUBJECT LAND CONSERVATION CONTRACT**  
3 **PROPERTY**  
4  
5

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

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

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

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

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

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

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

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

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

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

24 Thence North 0°01'12" East, along the West line of said Parcel 2, a distance of  
25 659.99 feet to the Northwest corner of said Parcel 2;

26 Thence South 88°53'24" East, along the North line of said Parcel 2, a distance of  
27 1321.81 feet;

28 Thence South, a distance of 660.05 feet to the Point of Beginning.  
29

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

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

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

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

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

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

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

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

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

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

12 Thence North 0°01'12" East, along the West line of said Parcel 2, a distance of  
13 659.99 feet to the Northwest corner of said Parcel 2;

14 Thence South 88°53'24" East, along the North line of said Parcel 2, a distance of  
15 1321.81 feet;

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

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

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

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

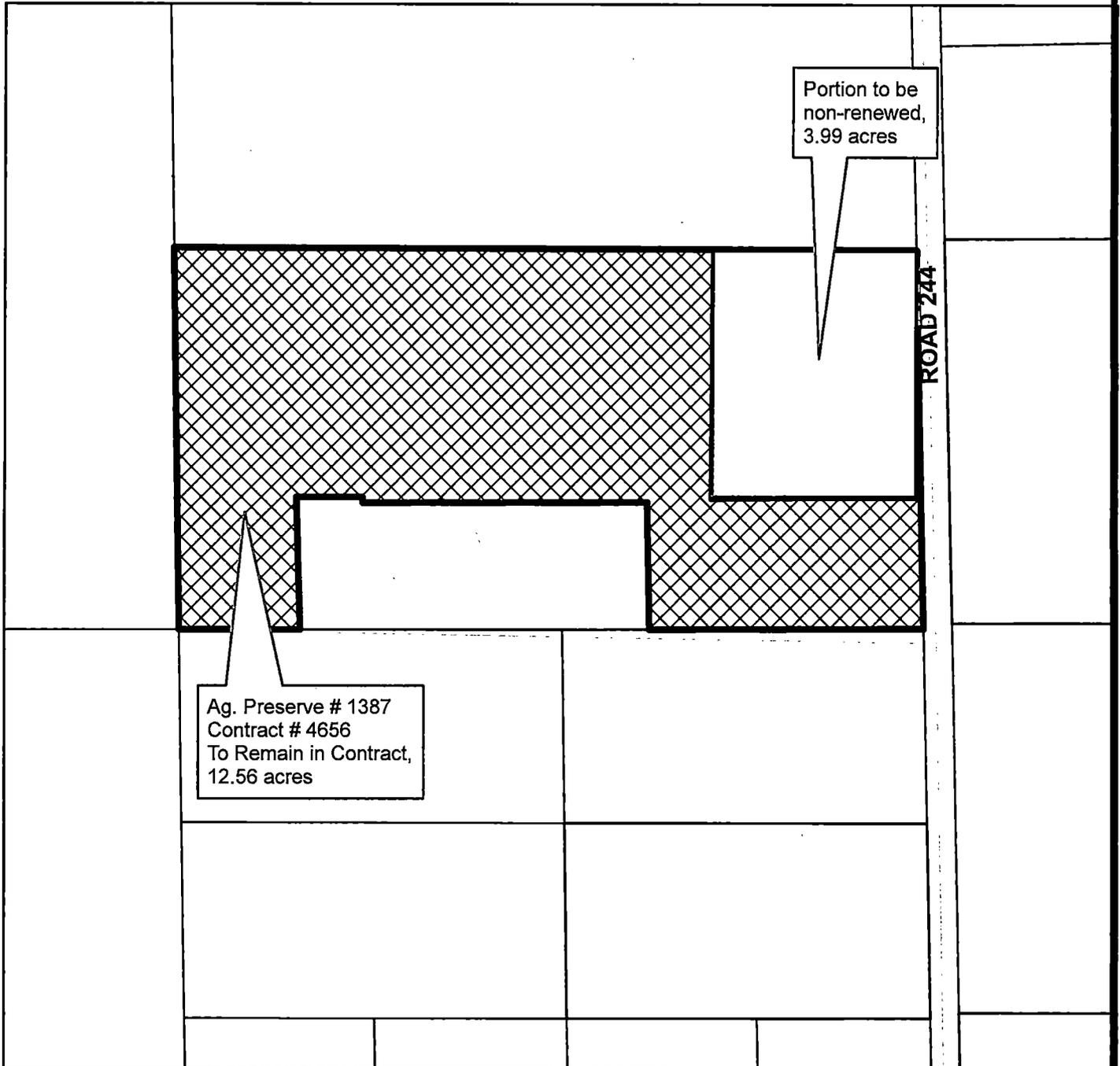
28 Thence continuing along the South line of said Parcel No. 2, a distance of 372  
29 feet;

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

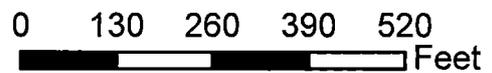
32 Thence Westerly, parallel to the South line of said Parcel No. 2, a distance 20.00  
33 feet;

- 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  
Supervisorial District: 1  
Assessors Parcel: 216-180-032



Ref: WAN 24-007

