



2023-0058422

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

REC FEE

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)

02:55PM 06-Dec-2023 | IA  
Page 1 of 8

11 AG PRESERVE NO. 1437  
12 RESOLUTION NO. 70-2708

Area for Recorder's Use Only

13  
14 AMENDMENT  
15 TO  
16 LAND CONSERVATION CONTRACT NO. 5043  
17 RECORDED ON February 22, 1971 AS DOCUMENT NO. 1971-0007698-001  
18  
19

20 THIS AMENDMENT TO LAND CONSERVATION CONTRACT HEREBY  
21 REFERRED TO AS AGREEMENT NO. 5043A, RESOLUTION NO. 2023-1104, is  
22 made and entered into as a result of a Partial Non-Renewal Application, WAN 23-019 for  
23 APN No(s). 028-240-006, as of this 5<sup>th</sup> day of December, 20  
24 23, by and between G 300 Farms, LLC hereinafter referred to as the "Owner(s)", and  
25 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. 5043 hereinafter referred to as "Subject  
31 Property", which is described for A.P.N. No(s). 028-240-006 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). 028-240-006;

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 5043 in regards to all or a portion the Subject Property  
7 APNs # 028-240-006 to satisfy the conditions set forth as a Condition of Approval of  
8 Project Number (if applicable) PLA 23-030 owner's application for a Lot Line Adjustment.

9       WHEREAS, the County in consideration for granting the Partial Non-Renewal,  
10 desires to amend Land Conservation Contract Number 5043 in regards to the land owned  
11 by Owner to include a provision which states that the original contract and that portion  
12 subject to the project, will continue to be in full force and effect, subject to the express  
13 condition that funds be annually appropriated by the State of California, and that annual  
14 payments continue to be made to the County by the State Controller, under the provisions  
15 of the Open Space Subvention Act (California Government Code section 16140, et. seq.),  
16 and that if said funds are not appropriated or dispersed the County may terminate the  
17 Contract in regards to the land owned by Owner and declare it null and void.

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

20       NOW, THEREFORE, IT IS AGREED as follows:

21       1.     This Amendment to Land Conservation Contract Number 5043 is entered  
22 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 5043A, 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 Anthony Balakian 865 S. Frankwood Ave. Reedley, CA 93650

15 Vincent Balakian 865 S. Frankwood Ave. Reedley, CA 93650

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 Anthony Balakian

6 Vincent Balakian  
7  
8  
9  
10  
11  
12  
13  
14

(Print Name)

(Signature)

15 "A notary public or other officer completing this certificate verifies only the identity of the individual who  
16 signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of  
17 that document."  
18

19 STATE OF CALIFORNIA

20 COUNTY OF Fresno } s. s.

21 On 11/1/2023 before me,

22 Nora D. Marroquin a Notary Public  
23 in and for said County and State, personally appeared (printed names) :  
24

25 Anthony Balakian  
26

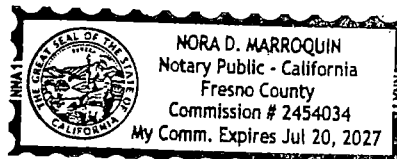
27 Vincent Balakian  
28  
29  
30

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

36 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
37 foregoing paragraph is true and correct.  
38

39 WITNESS my hand and official seal  
40

41 Signature Nora D. Marroquin  
42

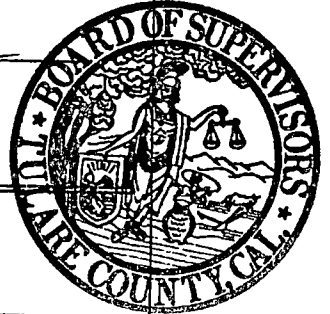


1 COUNTY OF TULARE

2  
3  
4 BY: [Signature]  
5 Chairman, Board of Supervisors

ATTEST: County Administrative Officer  
Clerk, Board of Supervisors

7  
8 BY: [Signature]  
9 Deputy Clerk



10  
11  
12  
13 \* AREA TO BE COMPLETED BY BOARD'S NOTARY \*

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

18  
19 STATE OF CALIFORNIA )

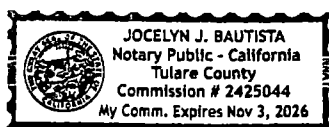
20 ) ss.

21 COUNTY OF TULARE )  
22

23 On December 5, 2023 before me, Jocelyn Bautista a  
24 Notary Public, and Deputy Clerk of the Board of Supervisors of the County of Tulare,  
25 personally appeared Dennis Townsend who proved to me on the  
26 basis of satisfactory evidence to be the person whose name is subscribed to the within  
27 instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized  
28 capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon  
29 behalf of which the person acted, executed the instrument.

30  
31 I certify under PENALTY OF PERJURY under the laws of the State of California  
32 that the foregoing paragraph is true and correct.  
33

34 WITNESS my hand and official seal.



35  
36 [Signature]  
37 Signature of Notary Public County and State  
38

39 Attachment

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MOUNT DIABLO BASE AND MENDIAN, ACCORDING TO TH OFFICIAL PLAT THEREOF**

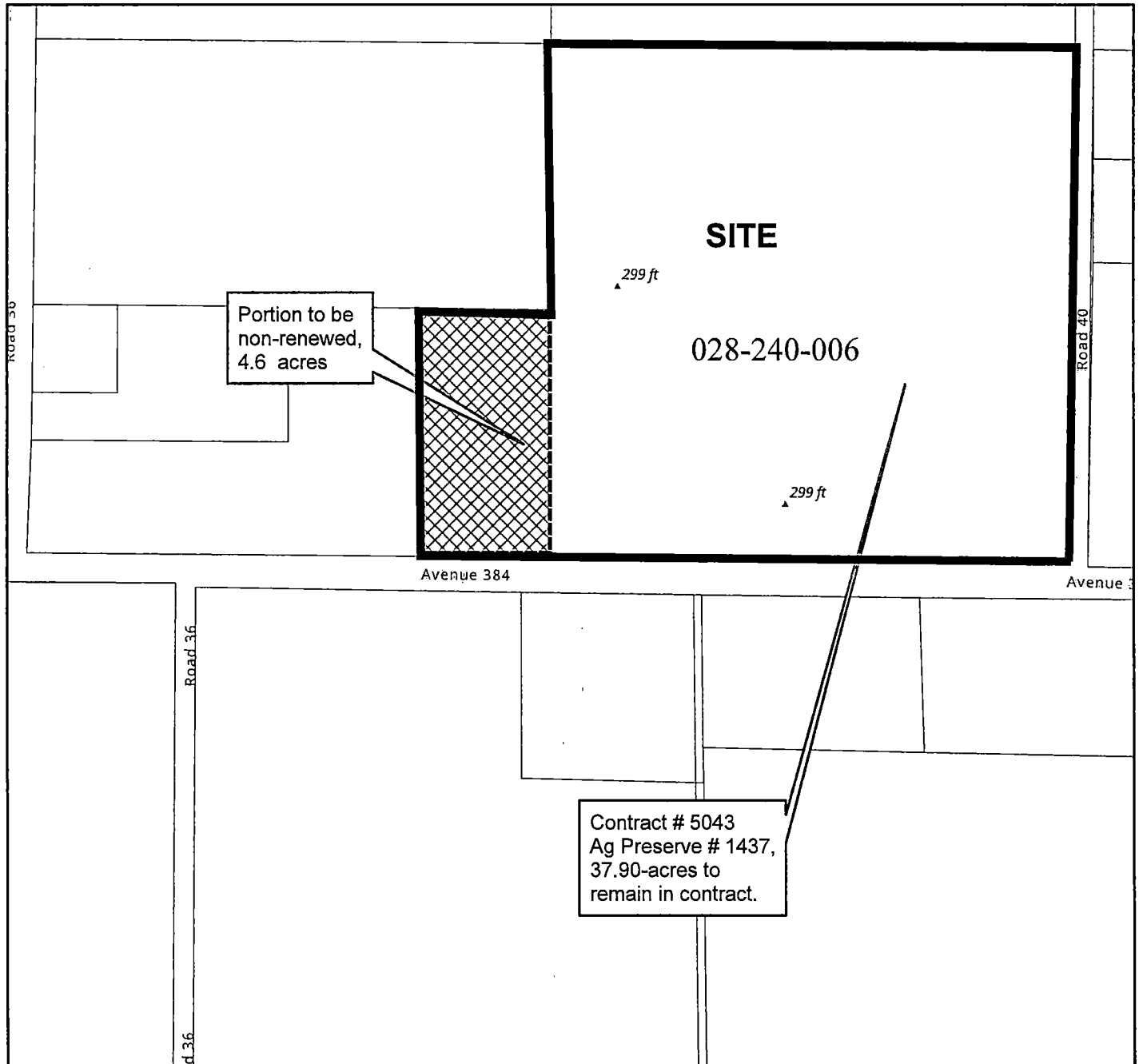
**EXCEPTING THEREFROM THE SOUTH 55 FEET CONVEYED TO THE COUNTY OF TULARE, DEED DATED MARCH 3, 1960 AS INSTRUMENT NO. 7342 AND 7345, IN BOOK 2179, PAGE 497 AND 500 OF OFFICIAL RECORD OF TULARE COUNTY.**




# Exhibit "B"

## Land in Amended Contract #5043

### Agricultural Preserve #1437



Owner: G 300 Farms, LLC.  
Address: 865 S. Frankwood Ave.  
City, State, ZIP: Reedley, CA 93654  
Applicant: G 300 Farms, LLC.  
Agent: J. Frank Gomez  
Supervisory District: 4 Assessors  
Parcel: 028-240-006

 Parcels

0 240 480 Feet

