Recorded in Official Records
County of Tulare
Tara K. Freitas, CPA
Assessor-Clerk-Recorder

**DOC# 2024-0063394**

12/19/2024

10:04 AM

Titles: 1 Pages: 8

| | |
|---|---|
| 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. 4525
RESOLUTION NO. 2024-1023

*Area for Recorder's Use Only*

# LAND CONSERVATION CONTRACT

TULARE CO. AGREEMENT NO. 32040 RESOLUTION NO. 2024-1219

This Land Conservation Contract, made and entered into as a result of Agricultural Preserve/Contract Application No. NWA 24-015 for PAP 24-014 for Assessor's Parcel Number APN 255-190-018 and 255-190-019, as of the 17th day of December, 2024, by and between PAI Centurion Citrus LLC. 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 APN 255-190-018 and 255-190-019 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. 4525, which was established by the Board of Supervisors of the County by Resolution No. 2024-1023; 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 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)

PAI Centurion Citrus LLC, 7108 N. Fresno St. Suite 400, Fresno CA 93720, 559-577-8440.

(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)

| | |
|---|---|
| Jason Pucheu | |
| *(Print Name)* | *(Signature)* |

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 Fresno } s. s.

On 11/13/2024 before me,

Ariana Orozco a Notary Public
in and for said County and State, personally appeared (printed names):

[owner] Jason Pucheu

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

ARIANA OROZCO
Notary Public - California
Fresno County
Commission # 2490178
My Comm. Expires May 14, 2028

NWA 24-015 for PAP 24-014

**COUNTY OF TULARE**

**BY:** _____
**Chairman, Board of Supervisors**

**ATTEST: County Administrative Officer**
**Clerk, Board of Supervisors**

**BY:** _____
Deputy Clerk

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* 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.**

KIRSTEN BAIN
Notary Public - California
Tulare County
Commission # 2490070
My Comm. Expires May 14, 2028

_____
**Signature of Notary Public County and State**

Attachment

NWA 24-015 for PAP 24-014

## EXHIBIT A
## LEGAL DESCRIPTION OF SUBJECT PROPERTY

**APNs: 255-190-018 & 255-190-019**

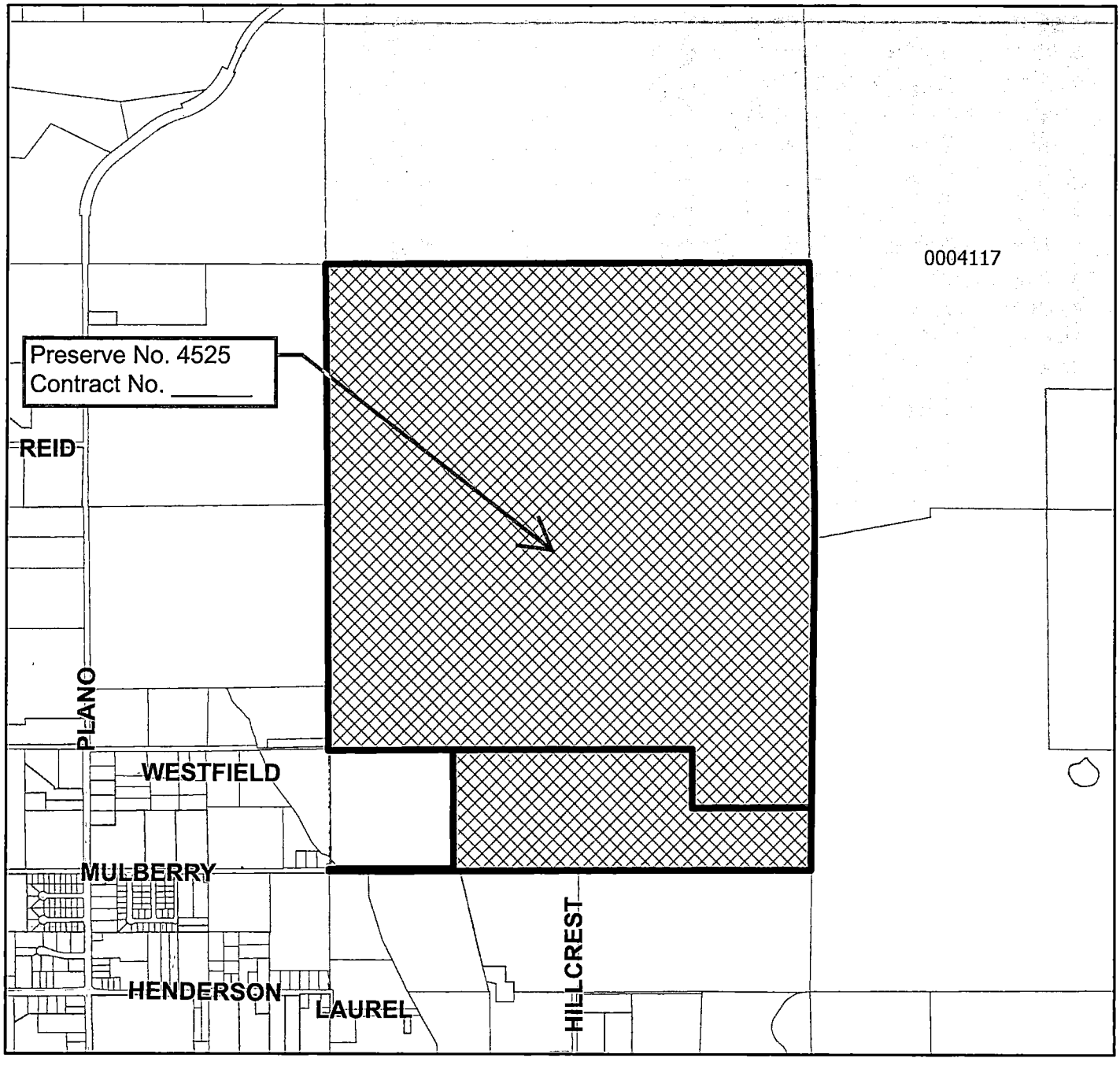
That portion of section 19, Township 21 South, Range 28 East, Mount Diablo Base and Meridian, in the county of Tulare, State of California, and more particularly described as follows, to wit:

Beginning at the southeast corner of the Northeast quarter of the southeast quarter of said section 19, the East line of the southeast quarter of said section 19 being assumed North 0° 00' 08" East, per Record of survey recorded in Book 11, page 15 of Licensed surveys in the office of the County Recorder of said county, and the basic of bearings for the purpose of this description; thence North 0° 00' 08" East along the East line of section 19, 684.90 feet; thence South 89° 37' 21" West, 1297.02 feet; thence North 0° 22' 39" West, 624.85 feet to a point on the North line of the South one-half of section 19, said point also being the Northwest corner of the Northeast quarter of the southeast quarter of said section 19, thence West along the North line of the South one-half of said section 19, 2599.70 feet, more or less, to a point of intersection with a Northerly extension of the easterly line of the parcel of land conveyed to Yarbrough by Deed recorded in Book 2752, page 415, Tulare County Records, said point being North 00° 12' 43" West, 25.00 feet, from the Northeast corner of said Yarbrough parcel; thence Southeast corner of said Yarbrough parcel; thence North 89° 51' 16" West, 1359.56 feet along said Yarbrough South line to a point in the West line of the Southwest quarter of said Section 19; thence of the Southwest 00° 12' 43" East, 25.00 feet to the Southwest corner of the Northwest quarter of said section 19; thence South 89° 41' 16" East along the South line of the North half of the South half of said Section 19, 2650.42 feet to the Southeast corner of the Northeast quarter of the Southwest quarter of said Sectio 19; thence South 89° 49' 54" East along the South line of the North half of the South half of said Section 19, 2612.60 feet to the point of Beginning.

EXCEPTING THEREFROM any portion lying within the West 15 feet of the Northwest quarter of the Southwest quarter of said Section 19.

Exhibit "B"

# Ag. Preserve Map for PAP 24-014




Owner: PAI CENTURION CITRUS LLC
Applicant: SAME
Address: 7108 N. FRESNO ST. SUITE 400
City, State, ZIP: FRESNO, CA 93720
Supervisorial District: 5
Assessors Parcel: 255-190-018 & 255-190-019

0 1,000 Feet

N

Williamson Act Preserves 2023
Parcels
PAP 24-014