

**RECORDING REQUESTED BY**  
KERN COUNTY PLANNING AND  
NATURAL RESOURCES

**AND AFTER RECORDING RETURN TO:**  
CLERK OF THE BOARD OF SUPERVISORS  
1115 TRUXTUN AVENUE, 5<sup>TH</sup> FLOOR  
BAKERSFIELD, CA 93301

NO RECORDING FEE PER  
GOV. CODE 6103

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY  
THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

## **NOTICE OF NONRENEWAL LAND USE CONTRACT OR AGREEMENT**

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**TITLE OF DOCUMENT**



**NOTICE OF NONRENEWAL # \_\_\_\_\_**  
**LAND USE CONTRACT OR AGREEMENT**

Notice is hereby given that the undersigned does not desire to renew the Land Use Contract or Agreement entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the County of Kern and \_\_\_\_\_. The land covered in this contract is in Agricultural Preserve Number \_\_\_\_\_, as shown on that Land Use Contract recorded on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_, or Document No. \_\_\_\_\_ of the Official Records of Kern County, and consists of \_\_\_\_\_ acres, all of which is described in Attachment A.

\_\_\_\_\_  
JULIE GRAGG  
Chief Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy Clerk

This notice is given pursuant to Paragraphs 1(b) and 1(c) of said contract and in accordance with Section 51245, Government Code, State of California.

Dated \_\_\_\_\_

\_\_\_\_\_  
Property Owner (Type or Print Name)

\_\_\_\_\_  
Property Owner (Signature)

\_\_\_\_\_  
Property Owner (Type or Print Name)

\_\_\_\_\_  
Property Owner (Signature)

Attachment A

<u>Assessor's Parcel No.</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Legal Description</u>	<u>Acres</u>
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## ACKNOWLEDGMENT

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 \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
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 \_\_\_\_\_ (Seal)

*Attached to Notice of Nonrenewal*

## INDEMNIFICATION AGREEMENT

In consideration by the County of Kern of a permit for a land use approval project located at

\_\_\_\_\_  
(address or general location)

I/We (identified below) agree to indemnify, defend, and hold harmless the County of Kern and its officers, agents, employees, departments, commissioners and boards ("County" herein) against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, in any way arising from, the Applicant's representations contained within this application, including without limitation any CEQA determination or any related development approvals or conditions, whether imposed by County or not, except for County's sole active negligence or willful misconduct.

This indemnification agreement does not prevent the Applicant or property owner from challenging any decision by County related to this project and the obligations of this condition apply regardless of whether any other permits or entitlements are issued.

County will promptly notify Applicant and property owner (if different than Applicant) of any such claim, action, or proceeding, falling under this condition within thirty days of actually receiving such claim. County, in its sole discretion, shall be allowed to choose the attorney or outside law firm to defend County at the sole cost and expense of the Applicant and/or property owner, jointly and severally, and County is not obligated to use any law firm or attorney chosen by another entity or party.

**Applicant/Contact:**

*(If the applicant is not an individual, the corporation's name goes under "Print Name," authorized signature below it, and complete below.)*

\_\_\_\_\_  
Print Name

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title:

\_\_\_\_\_  
Date

### **IMPORTANT NOTES:**

***Original signature(s) and notarization of the applicant(s) are required for this application to be considered complete for processing.***

***FOR NOTICES OF NONRENEWAL, DO NOT RECORD INDEMNIFICATION AGREEMENT AND NOTARIZATION OF INDEMNIFICATION AGREEMENT.***

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State of California  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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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 \_\_\_\_\_ (Seal)

*Attached to Indemnification Agreement*