

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Planning and Community Development

BOARD AGENDA # *D-1

Urgent Routine

AGENDA DATE February 3, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Rescind a Portion of Williamson Act Contract No. 1972-0715 (Armstrong Road, in Crows Landing) and all of Williamson Act Contract No. 2007-0012 (Moran Road, in Crows Landing), Approval of New Contracts Pursuant to Minor Lot Line Adjustment 2008-19 - Escobar, and Authorization for the Planning Director to Execute New Contracts

STAFF RECOMMENDATIONS:

Approval and the establishment of the following findings:

1. The new contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

(Continued on Page 2)

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

BOARD ACTION AS FOLLOWS:

No. 2009-95

On motion of Supervisor Grover, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None


1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATION CONTINUED:

2. There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
3. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
4. After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in section 51222.
5. The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
6. The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
7. The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

DISCUSSION:

The proposal is to cancel a portion of a Williamson Act Contract on Assessor's Parcel Number 027-004-052 (A 54.35 gross acre legal parcel which is one of two legal parcels under the same APN number) and all of a Williamson Act Contract on Assessor's Parcel Number 049-001-014 (totaling 80.74 gross acres) and to reestablish new contracts pursuant to Section 51257 of the California Government Code regulating Williamson Act contracts. The new contract would restrict adjusted parcels as required in California Government Code Section 51257 and not effect the total acreage within the contracted area. The properties consist of a total of 135.09± acres located northeast of the community of Crows Landing, between the city of Patterson and the city of Newman, in the unincorporated area of Stanislaus County. The existing parcel sizes are approximately 54.35 acres and 80.74 acres in size. The proposed reconfigured parcel sizes are 54.29 acres and 80.80 acres, respectfully. The line is being adjusted to the west toward the edge of an existing gravel driveway. The smaller parcel is currently enforceably restricted by Williamson Act Contract No. 1972-0715 and the larger parcel is currently enforceably restricted under Williamson Act Contract No. 2007-0012. The proposed adjustment would not increase the number of developable parcels, will not reduce the number of acres in the existing Williamson Act contracts, and would increase the agricultural viability of the parcels.

Since both parcels involved in the lot line adjustment are currently covered by a Williamson Act Contract, all or portions of that contract must be rescinded and replaced with new contracts. Approval of this action item would allow the same acreage (total of 135.09 acres) as is currently under contract to be rescinded and re-entered into the Williamson Act. Lot Line Adjustment Application 2008-19 - Escobar was approved by staff pending the Board's action required by the Williamson Act.

Government Code Section 51257 was revised in January 2008 to facilitate lot line adjustments on Williamson Act parcels. Seven (7) specific findings must be made pursuant to that section in order to facilitate the adjustment. According to the Government Code "... pursuant to subdivision (d) of Section 66412, and notwithstanding any other provision of this chapter, the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts pursuant to this chapter, provided that the board or council finds all of the following:

- (1) The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
- (2) There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
- (3) At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
- (4) After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

(Note: the definition in Govt. Code §51222 is as follows: "... retain agricultural lands which are subject to contracts entered into pursuant to this act in parcels large enough to sustain agricultural uses permitted under the contracts. For purposes of this section, agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (1) at least 10 acres in size in the case of prime agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land")

Approval to Rescind a Portion of Williamson Act Contract No. 1972-0715 (Armstrong Road, in Crows Landing) and all of Williamson Act Contract No. 2007-0012 (Moran Road, in Crows Landing), Approval of New Contracts Pursuant to Minor Lot Line Adjustment 2008-19 - Escobar, and Authorization for the Planning Director to Execute New Contracts
Page 4

- (5) The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
- (6) The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
- (7) The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

The applicant has provided written evidence to support the seven findings listed above, and staff agrees with that evidence.

New Williamson Act contracts would typically come before the Board once a year, in November. Because this action is related to a Lot Line Adjustment, it is prudent to act on this action independently of other Williamson Act contracts. Therefore, it is the intention of this action that new contracts replace Contracts No. 1972-0715 and No. 2007-0012 upon recording.

POLICY ISSUES:

This proposal is consistent with policies of the County. The General Plan Land Use and Agricultural Elements both encourage the use of the Williamson Act to help preserve agriculture as the primary industry of the County. The Agricultural Element (adopted December 2007) specifically states that the County shall continue to participate in the Williamson Act program while supporting reasonable measures to strengthen the act and make it more effective. By providing a means to keep property taxes based on an agricultural income level rather than a market value which may be at a level based on speculation of future use, the Williamson Act helps agriculture remain in production without premature conversion to urban uses. Other relevant policies are discussed above as provided in State law.

STAFFING IMPACT:

None.

ATTACHMENTS:

- 1. Lot Line Adjustment Application 2008-19 - Escobar
- 2. Lot Line Adjustment Approval Letter
- 3. Applicant's Statement of Findings
- 4. Maps of Proposed Changes



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10TH Street, Suite 3400, Modesto, CA 95354
 Phone: 209.525.6330 Fax: 209.525-5911

S	23	T	6	R	8
ZONE	A-2-40				
RECEIVED	6/20/04				
APPLICATION NO.	LA 2004-14				
RECEIPT NO.					

LOT LINE ADJUSTMENT APPLICATION

1. Property Owner(s):

Parcel 1
 Antonio Escobar Jr. Trust, c/o: Tony Escobar
 Name
 P.O. Box 326, Crows Landing, Ca. 95313
 Address, Ci ty, Zip
 (209) 892-8633
 Phone
 n/a
 Fax Number

Parcel 2
 Dompe Bros., Inc., c/o: Tom Dompe
 Name
 P.O. Box 247, Crows Landing, Ca. 95313
 Address, City, Zip
 Phone
 Fax Number

Parcel 3
 N/A
 Name
 Address, Ci ty, Zip
 Phone
 Fax Number

Parcel 4
 N/A
 Name
 Address, City, Zip
 Phone
 Fax Number

2. Name and address of person(s) preparing map: Dave Skidmore, Associated Eng. Grp., Inc.
4206 Technology Drive, Modesto, Ca. 95356

3. Assessor's Parcel No. of parcels adjusted:
 Parcel 1: Book 049 Page 001 No. 014 Parcel 2: Book 027 Page 004 No. 052
 Parcel 3: Book _____ Page _____ No. _____ Parcel 4: Book _____ Page _____ No. _____

4. Size of all adjusted parcels: Before After
 Parcel 1: 80.74+/- Parcel 1: 80.80+/-
 Parcel 2: 54.35+/- Parcel 2: 54.29+/-
 Parcel 3: _____ Parcel 3: _____
 Parcel 4: _____ Parcel 4: _____

5. Why are the lot lines being changed? BE SPECIFIC The line is being adjusted to facilitate the agreement of the subject parties as to the intention of the previously filed stipulated agreement to quiet title. The line is being adjusted westerly towards the side line of an existing gravel drive.

6. How are these parcels currently utilized? Please check appropriate uses

- Residential
 - Single Family
 - Duplex
 - Multiple
 - Commercial
 - Industrial
 - Other (Specify) _____
- Agriculture
 - Row Crop – type Alfalfa & Tomato
 - Trees – type _____
 - Vines – type _____
 - Range (unirrigated) _____
 - Pasture (irrigated) _____
 - Poultry _____
 - Dairy _____
 - Other (Specify) _____

7. Lista II structures on properties: Escobar parcel contains a barn, outbuildings and house. Dompe parcel has no structures.

8. How have these parcels been utilized in the past, if different than current use? Both parcels have been utilized for extensive agricultural uses (row crops) and will continue as such.

9. When did current owner(s) acquire the parcel(s)?

Parcel 1: Prior to 2000 Parcel 2: Prior to 1999
 Parcel 3: _____ Parcel 4: _____

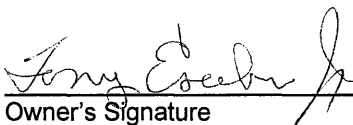
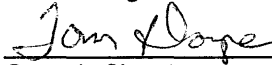
10. What are the Williamson Act Contract numbers?

Parcel 1: 75-1866 Parcel 2: 1972-715
 Parcel 3: _____ Parcel 4: _____

11. Do the parcels irrigate? Yes No If yes, how? Contour ditching via pipeline

12. Will these parcels continue to irrigate? Yes No If yes, describe any physical changes in the irrigation system. There will be no change in irrigation systems or practices.

13. Signature of property owner(s)

	Tony Escobar
Owner's Signature	Owner's Name Printed
	Tom Dompe
Owner's Signature	Owner's Name Printed
Owner's Signature	Owner's Name Printed
Owner's Signature	Owner's Name Printed



July 10, 2008

Associated Engineering Group, Inc.
4206 Technology Drive
Modesto, CA 95356

**SUBJECT: TENTATIVE APPROVAL OF LOT LINE ADJUSTMENT NO. 2008-19
ESCOBAR**

The Stanislaus County Department of Planning and Community Development, completed its consideration of your application on **July 10, 2008**, and has tentatively approved your request, subject to the attached conditions.

Staff's decision and/or all conditions attached hereto may be appealed to the Planning Commission, in writing, within **ten (10) days** from the date of this notification. The appeal letter addressed to the Planning Commission, must state reasons why the appeal should be granted. If you wish to appeal this decision, a filing fee of \$540.00, payable to the Planning Department, along with a copy of the letter must be delivered to this office by **5:00 p.m.** within **ten days** of the postmark of this letter.

Before a Certificate of Lot Line Adjustment can be recorded, Exhibit "A", describing the property before the adjustment, and an Exhibit "B", describing the property after the change must be attached. These Exhibits must be stamped and signed by a licensed engineer/surveyor. This adjustment shall not result in the creation of a greater number of parcels than originally existed.

A "Certificate of Lot Line Adjustment" form is enclosed for property owner/security holders signatures. After the signatures are secured this form shall be turned into the Planning Department for checking and my signature. When this has been done, you will be notified that the subject form is ready to be recorded.

As stated in the Conditions of Approval a new deed reflecting this lot line adjustment will need to be recorded.

If you have any questions, please contact this department at (209) 525-6330.

Sincerely,

Kristin Doud
Assistant Planner

Enclosure

cc: Antonio Escobar Jr Trust
Dompe Bros, Inc.

APPLICANT STATEMENT
Escobar / Dompe Lot Line Adjustment
Stanislaus County, California

This project is a lot line adjustment between Assessors Parcel No. 049-001-014(Escobar-81 Ac.+/-) & a portion of 027-004-052 (Dompe-54 Ac.+/-): owned by the Antonio Escobar Jr., Trust & Dompe Bros., Inc. et al. The reason for this lot line adjustment is to adjust the common lot line westerly, along the westerly side of an existing gravel road, at the request of Mr. Escobar due to an on site meeting of all parties to review the results of the previously filed stipulated agreement to quiet title of a gap of approximately 70 feet between deeded lines.

The adjusted line will still separate the existing agricultural practices of these parcels. All of the parcels will conform to the minimum parcel size required by the Land Conservation Act.

Government Code Section 51257 contains seven findings to be made related to this lot line adjustment. These findings are listed below along with the justification:

1. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

The contract is not subject to a Notice of Non-Renewal. At the conclusion of the lot line adjustment, the contract will continue to be in force and effect for a period of at least 10 years.

2. There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.

The land currently under contract is 135 acres +/- . After the lot line adjustment, all 135 acres +/- will remain under contract.

3. At least 90 percent of the land under the former contract remains under the new contract.

The entire amount of land included within this lot line adjustment will remain under a Williamson Act contract.

4. After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

Consistent with Section 51222, the parcels will be large enough to sustain their agricultural use as row crops, alfalfa and orchards.

5. The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.

These parcels have been used for agricultural productivity in their current configuration for a long time. The new lot configuration, after adjustment, will conform to the current Williamson Act requirements and is merely an adjustment to the current position of the existing farm lane as agreed upon by the owners.

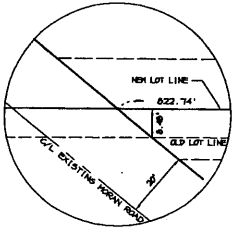
6. The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.

The parcels will continue to remain restricted by contract and used for agricultural productivity. As such, the lot line adjustment will have no impact on adjacent lands currently utilized for agricultural purposes.

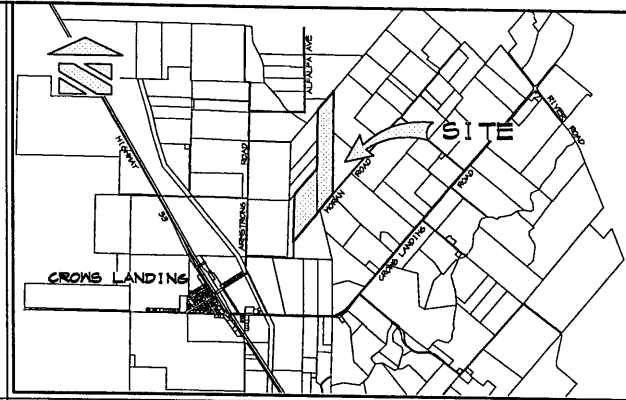
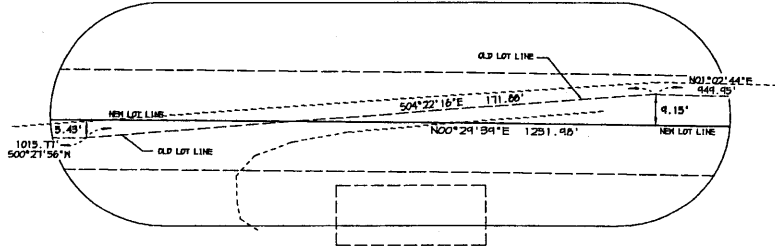
7. The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

This adjustment does not result in a greater number of developable parcels, and will be meeting current Williamson Act requirements which will preserve the current agricultural uses of the land. Nor does this lot line adjustment create lots that are inconsistent with the current general plan.

DETAIL "A"



DETAIL "B"



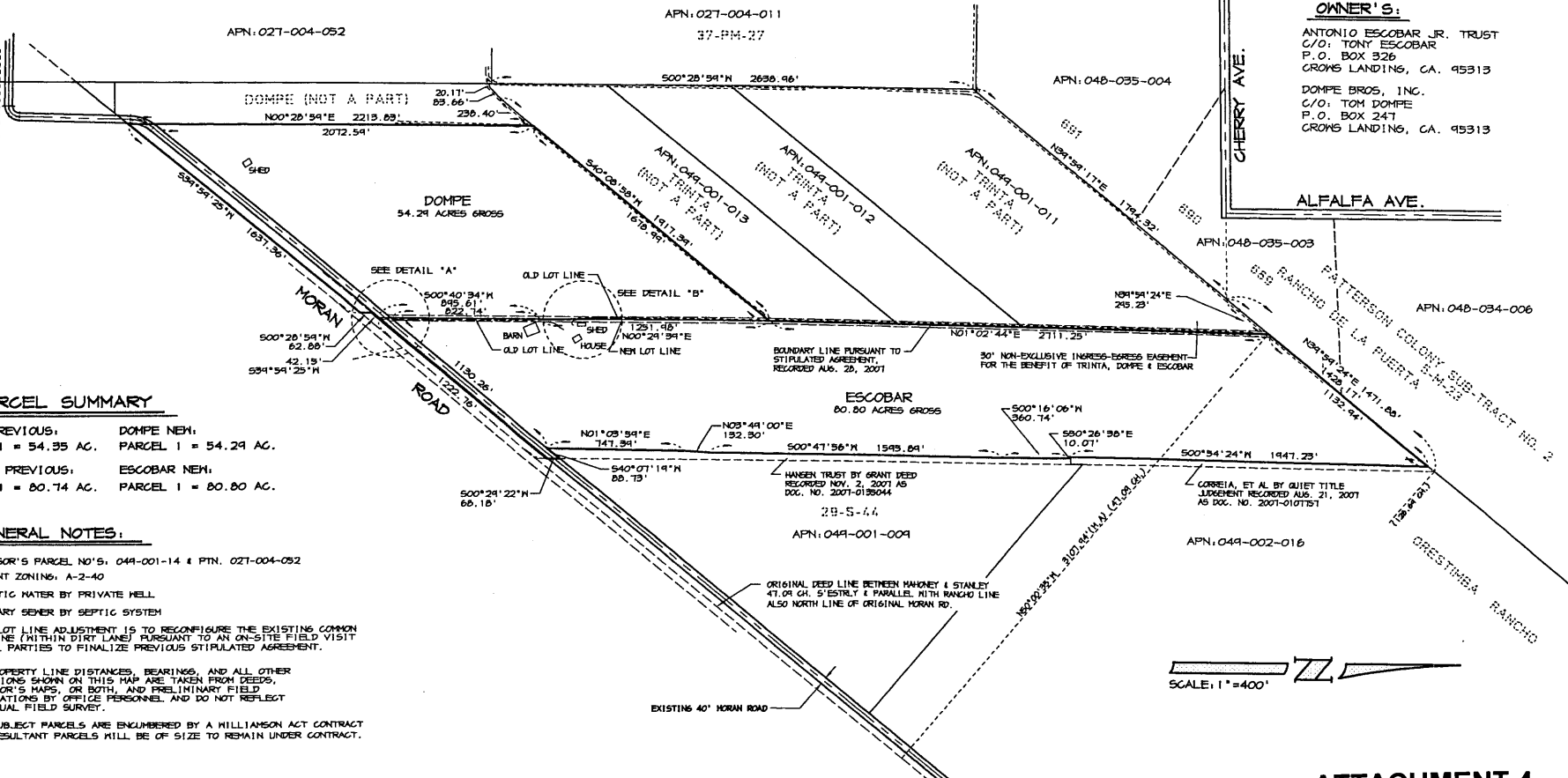
VICINITY MAP

NO SCALE

OWNER'S:

ANTONIO ESCOBAR JR. TRUST
 C/O: TONY ESCOBAR
 P.O. BOX 326
 CROWS LANDING, CA. 95313
 DOMPE BROS., INC.
 C/O: TOM DOMPE
 P.O. BOX 247
 CROWS LANDING, CA. 95313

ALFALFA AVE.



PARCEL SUMMARY

DOMPE PREVIOUS: PARCEL 1 = 54.35 AC.
 DOMPE NEH: PARCEL 1 = 54.29 AC.
 ESCOBAR PREVIOUS: PARCEL 1 = 80.74 AC.
 ESCOBAR NEH: PARCEL 1 = 80.80 AC.

GENERAL NOTES:

- 1.) ASSESSOR'S PARCEL NO'S: 049-001-14 & PTN. 027-004-052
- 2.) PRESENT ZONING: A-2-40
- 3.) DOMESTIC WATER BY PRIVATE WELL
- 4.) SANITARY SEWER BY SEPTIC SYSTEM
- 5.) THIS LOT LINE ADJUSTMENT IS TO RECONFIGURE THE EXISTING COMMON LOT LINES (WITHIN DIRT LINES) PURSUANT TO AN ON-SITE FIELD VISIT BY ALL PARTIES TO FINALIZE PREVIOUS STIPULATED AGREEMENT.
- 6.) THE PROPERTY LINE DISTANCES, BEARINGS, AND ALL OTHER DIMENSIONS SHOWN ON THIS MAP ARE TAKEN FROM DEEDS, ASSESSOR'S MAPS, OR BOTH, AND PRELIMINARY FIELD OBSERVATIONS BY OFFICE PERSONNEL AND DO NOT REFLECT AN ACTUAL FIELD SURVEY.
- 7.) THE SUBJECT PARCELS ARE ENCLUMBERED BY A WILLIAMSON ACT CONTRACT ALL RESULTANT PARCELS WILL BE OF SIZE TO REMAIN UNDER CONTRACT.



REVISION	DATE	DESCRIPTION

ASSOCIATED ENGINEERING, INC
 Surveying - Design - Planning
 4206 TECHNOLOGY DRIVE
 MODESTO, CALIFORNIA 95336
 PH: (209) 545-3390 FAX: (209) 545-3875



LOT LINE ADJUSTMENT SITE MAP
 ANTONIO ESCOBAR JR. & DOMPE BROS., INC.
 BEING A PORTION OF THE CRESTINEA RANCHO AND LYING WITHIN A PORTION OF SECTION 14, T. 6 S., R. 6 E., M.D.M. STANISLAUS COUNTY CALIFORNIA

DRAWN BY: DLS
 DATE: 5/30/08
 SCALE: 1"=400'
 DWG: 435a.11a03
 CHECKED:
 JOB #: 435a-07
 SHEET



BOARD OF SUPERVISORS

2009 MAY 28 A 10: 54

DATE: May 27, 2009

TO: Dave Skidmore
Associated Engineering
4206 Technology Drive
Modesto, CA 95356

FROM: Kristin Doud, Assistant Planner

**SUBJECT: RECORDED COPY OF LOT LINE ADJUSTMENT NO. 2008-19;
RECORDED COPY OF RESCISSION AND SIMULTANEOUS RE-ENTRY
CALIFORNIA LAND CONSERVATION CONTRACT NO. - 2009-18 & 2009-19
ESCOBAR**

Enclosed are recorded copies of the above described documents for your files. A copy has also been sent to the person(s) listed below.

cc: Antonio Escobar Jr. Trust, c/o: Tony Escobar
Dompe Bros., Inc. c/o: Tom Dompe
Board of Supervisor's Office
Cindy Schmidt, Assessor's Office



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Stanislaus County
Department of Planning
and Community Development
1010 10th Street, Suite 3400
Modesto, CA 95354

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2009-0038342-00

Acct 127-Planning - Special Rec
Tuesday, APR 21, 2009 08:12:18
Ttl Pd \$47.00 Nbr-0002709907
OCE/R2/1-14

Space Above This Line for Recorder's Use

CERTIFICATE OF LOT LINE ADJUSTMENT

This is to certify that, pursuant to California Government Code Section 66412 (d) and Sections 20.14 and 21.20.060E of the Stanislaus County Code, the Stanislaus County Director of Planning and Community Development on July 10, 2008 approved the lot line adjustment herein described submitted under the name of Escobar Lot Line Adjustment No. 2008-19 was approved to adjust the lines between contiguous parcels whereby the boundary lines of the real property described as Exhibit "A", attached hereto and made a part hereof, will be adjusted to result in parcels described in Exhibit "B", also attached and incorporated herein. The approved lot line adjustment shall not result in the creation of a *greater number of parcels than originally existed*. The above described lot line adjustment shall be reflected in a deed which shall be recorded as required by Section 66412 (d) of the California Government Code.

The undersigned duly authorized officer of Stanislaus County declares that the foregoing is true and correct under penalty of perjury under the laws of the State of California.

KIRK FORD, DIRECTOR

By: Kristin Doud
Kristin Doud, Assistant Planner
Stanislaus County Department of Planning
and Community Development

4/10/09
Date

Handwritten initials and date in bottom right corner.

LOT LINE NO. 2008-19

OWNERS:

NAME (Print or type)	SIGNATURE (All to be notarized)	DATE	SIGNED AT (City)
<u>Antonio Escobar</u>	<u>Antonio Escobar</u>	<u>9/3/08</u>	<u>Patterson</u>
<u>Mary Escobarte Brea</u>	<u>Mary Escobarte Brea</u>	<u>9/3/09</u>	<u>San Rafael</u>
<u>Mary Escobarte Brea</u>			<u>CA</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NAME (Print or type)	SIGNATURE (All to be notarized)	DATE	SIGNED AT (City)
<u>Thomas W. Doye</u>	<u>Thomas W. Doye</u>	<u>9-5-08</u>	<u>Patterson CA</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

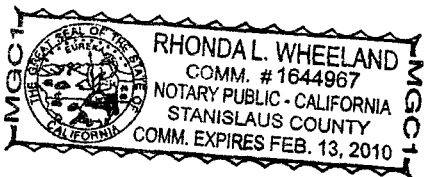
State of California

County of Stanislaus }

On 9/3/08 before me, Rhonda L. Wheeland, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Antonio Escobar
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

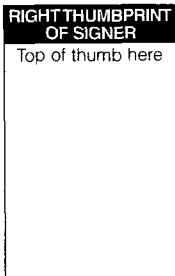
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

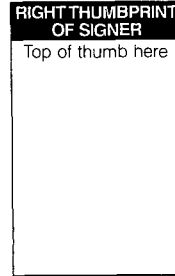
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of MARIN

On 3rd APRIL, 2009 before me, A M YAJNIK, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared MARY ESCOBAR DEBACA

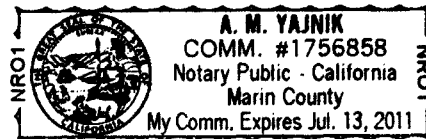
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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]
 Signature of Notary Public A M YAJNIK

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
CERTIFICATE OF LOT LINE ADJUSTMENT
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer _____
(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Stanislaus }

On Sept. 5, 2008 before me, Anthea G. Hansen, Notary Public
Date Here Insert Name and Title of the Officer

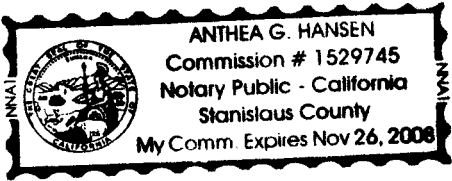
personally appeared Thomas W. Dompé
Name(s) of Signer(s)

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 Anthea G. Hansen
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Lot line Adjustment Certificate

Document Date: Sept 4 July 10, 2008 Number of Pages: 2

Signer(s) Other Than Named Above: Antonio Escobar

Capacity(ies) Claimed by Signer(s)

Signer's Name: Thomas W. Dompé

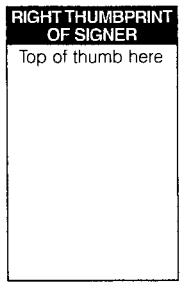
- Individual
- Corporate Officer — Title(s): Pres
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Dompé Bros LLC

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "A "
LEGAL DESCRIPTION
ESCOBAR PRIOR TO
LOT LINE ADJUSTMENT

ALL that certain real property situate within the Orestimba Rancho in the County of Stanislaus, State of California, lying within projected Government Sections 14 and 23, Township 6 South, Range 8 East, Mount Diablo Meridian, described as follows:

COMMENCING at Post 216 of said Orestimba Rancho; thence North $39^{\circ}59'17''$ East along the line dividing said Orestimba Rancho and Rancho De La Puerta, a distance of 1794.32 feet to an angle point in last said line; thence continuing along last said line North $39^{\circ}59'24''$ East, a distance of 295.23 feet to the TRUE POINT OF BEGINNING of this Description; thence continuing along last said line North $39^{\circ}59'24''$ East, a distance of 1176.65 feet to the Northeast corner of that parcel of land conveyed to Antonio P. Escobar, Jr., Trustee of the Antonio P. Escobar, Jr. Revocable Trust under Instrument dated October 30, 2000 by Grant Deed filed in the Office of the Recorder of the County of Stanislaus on December 11, 2000 as Document No. 0105170; thence South $00^{\circ}29'22''$ West along the East line of last said Escobar Parcel, a distance of 4823.13 feet to the Southeast corner of said Escobar Parcel; thence South $39^{\circ}59'25''$ West along the South line of said Escobar Parcel and the Southwesterly extension thereof, a distance of 1208.95 feet; thence North $00^{\circ}27'56''$ East, a distance of 1015.77 feet; thence North $04^{\circ}22'16''$ West, a distance of 171.88 feet; thence North $01^{\circ}02'44''$ East, a distance of 3661.20 feet to the Point of Beginning.

EXCEPTING therefrom all that portion conveyed to Richard H. Correia, et al, by Default Judgment by the Court Quietening Title, Case No. 371040 and filed in the Office of the Recorder of the County of Stanislaus on August 21, 2007 as Document No. 0107757, and being more particularly described as follows:

THAT portion of the Orestimba Rancho in Stanislaus County, California described as follows: Beginning at a point on that line between the Puerto Rancho and said Orestimba Rancho that is South $39^{\circ}30'$ West 8361.54 feet from Station No. 1 of the survey of said Orestimba Rancho, thence South 1974.72 feet, thence North $89^{\circ}56'41''$ West 34.22 feet; thence South $0^{\circ}13'16''$ East 12.34 feet thence; North $50^{\circ}56'00''$ West 10.06 feet; thence North $0^{\circ}25'00''$ East 1946.99 feet; thence North $39^{\circ}30'$ East 43.74 feet to the point of beginning.

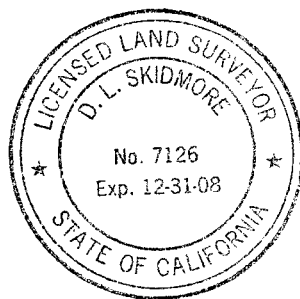
ALSO excepting therefrom all that portion conveyed to Ronald W. Hansen and Kathryn E. Hansen, Trustees of the Ronald and Kathryn Hansen 1998 Revocable Trust recorded on April 30, 2001 by Grant Deed filed in the Office of the Recorder of Stanislaus County on November 2, 2007 as Document No. 2007-0135044 and being more particularly described as follows:

A portion of the lands lying within the Orestimba Rancho and being described in that certain Grant Deed from Antonio Escobar, Jr. to Antonio P. Escobar, Trustee of the Antonio P. Escobar, Jr. Revocable Trust as recorded on December 11, 2000 in Document No. 2000-0105170 of Official Records, Stanislaus County Records, California being more particularly described as follows:

COMMENCING at the most northerly corner of the lands described under Part 2 (APN 049-01-03) in that certain Deed from Kathryn E. Hansen to Ronald W. Hansen and Kathryn E. Hansen, Trustees of the Ronald and Kathryn 1998 Revocable Trust as recorded on April 30, 2001 in Document No. 2001-0043185 of Official Records, Stanislaus County Records, California, and point of commencement being marked by a ¾" iron pipe with plug inscribed with "TURNROSE L.S. 7454", said ¾" iron pipe being shown on that record of survey map filed in Book 29 of Survey Maps at Page 44 (29S44); thence from said point of commencement along the westerly line of said lands of Hansen South 66.00 feet to the True Point of Beginning; thence from said True Point of Beginning along said westerly line of Hansen South 2780.13 feet to a point on the northwesterly line of Moran Road (40' wide), said point also being marked by a ¾" iron pipe with plug inscribed with "TURNROSE L.S. 7454" as shown in said record of survey (29S44); thence leaving said westerly line along said northwesterly line of Moran Road South 39°37'57" West 88.73 feet to the approximate center of an existing travelway (10-12 feet wide); thence along said approximate center of travelway North 0°34'37" East 747.39 feet, thence North 3°19'38" East 132.30 feet; thence North 0°18'34" East 1595.89 feet; thence North 0°13'16" West 373.21 feet; thence leaving said travelway South 89°56'41" East 34.22 feet to the True Point of Beginning.

CONTAINING 80.74 acres, more or less.

SUBJECT TO all easements and/or rights-of-way of record.



Dave L. Skidmore, L.S. 7126
License Expires 12/31/08

8/26/08

EXHIBIT "A" "
 LEGAL DESCRIPTION
 DOMPE PRIOR TO
 LOT LINE ADJUSTMENT

ALL that certain real property situate within the Orestimba Rancho in the County of Stanislaus, State of California, lying within projected Government Sections 14 and 23, Township 6 South, Range 8 East, Mount Diablo Meridian, described as follows:

PARCEL 1

COMMENCING at Post 216 of said Orestimba Rancho; thence South 00°28'59" West along the West line of said Orestimba Rancho, a distance of 2638.96 feet; thence North 76°08'09" East, a distance of 20.18 feet; thence North 45°31'42" East, a distance of 83.66 feet; thence North 40°08'58" East, a distance of 238.39 feet to the TRUE POINT OF BEGINNING of this Description; thence continuing North 40°08'58" East, a distance of 1678.99 feet; thence South 01°02'44" West, a distance of 949.95 feet; thence South 04°22'16" East, a distance of 171.88 feet; thence South 00°27'56" West, a distance of 1015.77 feet to a point on the North line of a 40 foot wide County Road as described in Verhaegen Grant Deed filed in the Office of the Recorder of the County of Stanislaus on November 12, 2004 as Document No. 2004-0187677 and Escobar Grant Deed filed in the Office of the Recorder of the County of Stanislaus on December 11, 2000 as Document No. 2000-0105170; thence South 39°59'25" West along last said North line, a distance of 55.92 feet to a point on the East line of Parcel 1 as conveyed to Dompe Bros., Inc. et. al. by Grant Deed filed in the Office of the Recorder of the County of Stanislaus on February 25, 1999 as Document No. 99-0020689; thence South 00°28'59" West along last said East line, a distance of 62.88 feet to the Southeast corner of said Dompe Bros., Inc. et. al. Parcel 1, thence South 39°59'25" West along the South line of last said Parcel 1, a distance of 1637.41 feet; thence North 00°28'59" East, a distance of 2213.83 feet to the Point of Beginning.

CONTAINING 54.35 acres, more or less.

SUBJECT TO all easements and/or rights-of-way of record.



Dave L. Skidmore

Dave L. Skidmore, L.S. 7126
 License Expires 12/31/08

8/26/08

EXHIBIT "B ."
LEGAL DESCRIPTION
ESCOBAR AFTER
LOT LINE ADJUSTMENT

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TOGETHER with all that portion of parcel one of that land conveyed to Dompe Bros., Inc., et al by that stipulated agreement to Quiet Title and Order, Case No. 613101, filed in the Office of the Recorder of the County of Stanislaus on December 4, 2007 as Document No. 2007-0145242, being more particularly described as follows:

COMMENCING at the most northerly corner of said Dompe Parcel One; thence South 01°02'44" West along the East line of said Dompe Parcel One, a distance of 949.95 feet to an angle point in last said line; thence continuing along last said line, South 04°22'16" East, a distance of 107.84 feet to the TRUE POINT OF BEGINNING; thence continuing South 04°22'16" East along last said line, a distance of 64.04 feet to an angle point in last said line; thence continuing along last said line, South 00°27'56" West, a distance of 1015.77 feet to the Southeasterly corner of said Dompe Parcel One; thence South 39°59'25" West along the Southerly line of said Dompe Parcel One, a distance of 13.81 feet; thence North 00°40'34" East, a distance of 895.61 feet; thence North 00°29'39" East, a distance of 194.62 feet to the point of beginning.

EXCEPTING therefrom all that portion conveyed to Richard H. Correia, et al, by Default Judgment by the Court Quieting Title, Case No. 371040 and filed in the Office of the Recorder of the County of Stanislaus on August 21, 2007 as Document No. 0107757, and being more particularly described as follows:

THAT portion of the Orestimba Rancho in Stanislaus County, California described as follows: Beginning at a point on that line between the Puerto Rancho and said Orestimba Rancho that is South 39°30' West 8361.54 feet from Station No. 1 of the survey of said Orestimba Rancho, thence South 1974.72 feet, thence North 89°56'41" West 34.22 feet; thence South 0°13'16" East 12.34 feet thence; North 50°56'00" West 10.06 feet; thence North 0°25'00" East 1946.99 feet; thence North 39°30' East 43.74 feet to the point of beginning.

ALSO excepting therefrom all that portion conveyed to Ronald W. Hansen and Kathryn E. Hansen, Trustees of the Ronald and Kathryn Hansen 1998 Revocable Trust recorded on April 30, 2001 by Grant Deed filed in the Office of the Recorder of Stanislaus County on November 2, 2007 as Document No. 2007-0135044 and being more particularly described as follows:

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COMMENCING at the most northerly corner of the lands described under Part 2 (APN 049-01-03) in that certain Deed from Kathryn E. Hansen to Ronald W. Hansen and Kathryn E. Hansen, Trustees of the Ronald and Kathryn 1998 Revocable Trust as recorded on April 30, 2001 in Document No. 2001-0043185 of Official Records, Stanislaus County Records, California, and point of commencement being marked by a ¾" iron pipe with plug inscribed with "TURNROSE L.S. 7454", said ¾" iron pipe being shown on that record of survey map filed in Book 29 of Survey Maps at Page 44 (29S44); thence from said point of commencement along the westerly line of said lands of Hansen South 66.00 feet to the True Point of Beginning; thence from said True Point of Beginning along said westerly line of Hansen South 2780.13 feet to a point on the northwesterly line of Moran Road (40' wide), said point also being marked by a ¾" iron pipe with plug inscribed with "TURNROSE L.S. 7454" as shown in said record of survey (29S44); thence leaving said westerly line along said northwesterly line of Moran Road South 39°37'57" West 88.73 feet to the approximate center of an existing travelway (10-12 feet wide); thence along said approximate center of travelway North 0°34'37" East 747.39 feet, thence North 3°19'38" East 132.30 feet; thence North 0°18'34" East 1595.89 feet; thence North 0°13'16" West 373.21 feet; thence leaving said travelway South 89°56'41" East 34.22 feet to the True Point of Beginning.

ALSO excepting therefrom all that portion of that parcel of land conveyed to Antonio P. Escobar, Jr., Trustee of the Antonio P. Escobar, Jr. Revocable Trust under instrument dated October 30, 2000 by that Stipulated Agreement to Quiet Title and Order, Case No. 613101, filed in the Office of the Recorder of the County of Stanislaus on December 4, 2007 as Document No. 2007-0145242, being more particularly described as follows:

BEGINNING at the most northerly corner of said Dompe Parcel One; thence South 01°02'44" West along the East line of said Dompe Parcel One, a distance of 949.95 feet to an angle point in last said line; thence continuing along last said line, South 04°22'16" East, a distance of 107.84 feet; thence leaving last said line and proceeding North 00°29'39" East, a distance of 1057.35 feet to the point of beginning.

CONTAINING 80.80 acres, more or less.

SUBJECT TO all easements and/or rights-of-way of record.



A handwritten signature in black ink, appearing to read "Dave L. Skidmore", written over a horizontal line.

Dave L. Skidmore, L.S. 7126
License Expires 12/31/08

8/26/08

EXHIBIT "B "
LEGAL DESCRIPTION
DOMPE AFTER
LOT LINE ADJUSTMENT

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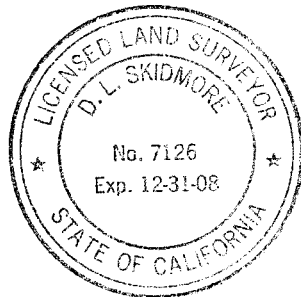
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EXCEPTING therefrom all that portion of the herein above described parcel, being more particularly described as follows:

COMMENCING at the most northerly corner of said Dompe Parcel One; thence South 01°02'44" West along the East line of said Dompe Parcel One, a distance of 949.95 feet to an angle point in last said line; thence continuing along last said line, South 04°22'16" East, a distance of 107.84 feet to the TRUE POINT OF BEGINNING; thence continuing South 04°22'16" East along last said line, a distance of 64.04 feet to an angle point in last said line; thence continuing along last said line, South 00°27'56" West, a distance of 1015.77 feet to the southeasterly corner of said Dompe Parcel One; thence South 39°59'25" West along the southerly line of said Dompe Parcel One, a distance of 13.81 feet; thence North 00°40'34" East, a distance of 895.61 feet; thence North 00°29'39" East, a distance of 194.62 feet to the point of beginning.

CONTAINING 54.29 acres, more or less.

SUBJECT TO all easements and/or rights-of-way of record.



A handwritten signature in black ink, appearing to read "Dave L. Skidmore".

Dave L. Skidmore, L.S. 7126
License Expires 12/31/08

8/26/08

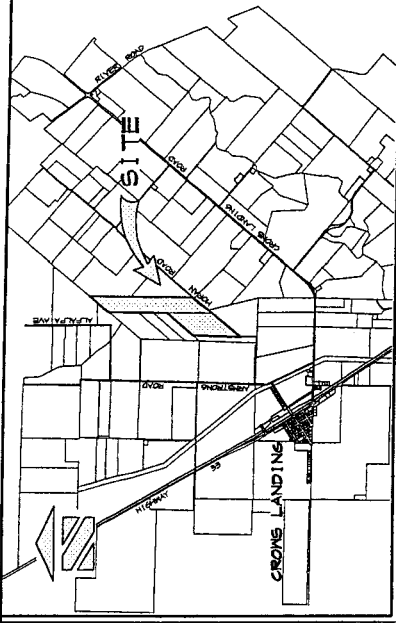
REVISION	DATE	DESCRIPTION	BY

ASSOCIATED ENGINEERING, INC.
 Surveying Design Planning
 4205 TECHNOLOGY DRIVE
 MODesto, CALIFORNIA 95355
 PH: (209) 545-3390 FAX: (209) 545-3875



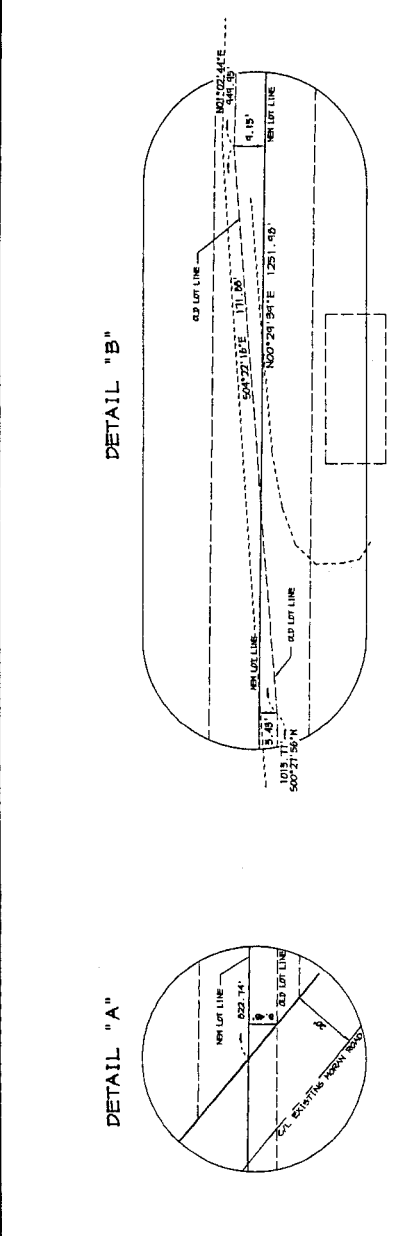
ANTONIO ESCOBAR JR. & DOMPE BROS., INC.
 BEING A PORTION OF THE ORESTIBA RANCHO AND LINDA
 WITHIN A PORTION OF SECTION 14, T. 6 S., R. 9 E., M.D.M.
 STANISLAUS COUNTY
 CALIFORNIA

DRAWN BY: D.S.	SHEET
DATE: 5/20/08	OF
SCALE: 1"=400'	
ORDER: DWG. 4350-11.03	
JOB # 4350-07	



VICINITY MAP
NO SCALE

OWNER'S:
 ANTONIO ESCOBAR JR. TRUST
 C/O. TONY ESCOBAR
 P.O. BOX 526
 CROGS LANDINGS, CA. 95313
 DOMPE BROS., INC.
 C/O. TONY DOMPE
 P.O. BOX 247
 CROGS LANDINGS, CA. 95313



DETAIL "A"

DETAIL "B"

PARCEL SUMMARY

DOMPE PREVIOUS, DOMPE NEH, PARCEL 1 = 54.35 AC. PARCEL 1 = 54.24 AC.
 ESCOBAR PREVIOUS, ESCOBAR NEH, PARCEL 1 = 80.14 AC. PARCEL 1 = 80.80 AC.

GENERAL NOTES:

- 1.) AGGREGOR'S PARCEL NO'S. 048-001-14 & PTH. 027-004-092
- 2.) PRESENT ZONING, A-2-40
- 3.) DOMESTIC WATER BY PRIVATE WELL
- 4.) SANITARY SEWER BY SEPTIC SYSTEM
- 5.) THIS LOT LINE ADJUSTMENT IS TO RECONFORM TO THE EXISTING CORNER AND IS NOT INTENDED TO BE A FINAL ADJUSTMENT. ALL PARTIES TO FINALIZE PREVIOUS STIPULATED AGREEMENT.
- 6.) THE PROPERTY LINE DISTANCES, BEARINGS AND ALL OTHER INFORMATION ON THIS MAP ARE BASED ON THE FIELD MEASUREMENTS OF THE AGGREGOR'S SURVEYOR AND DO NOT REFLECT AN AGRICULTURAL FIELD SURVEY.
- 7.) ALL SUBJECT PARCELS ARE ENCOMPASSED BY A WILLIAMSON ACT CONTRACT.



THIS SPACE FOR RECORDER ONLY

RECORDING REQUESTED BY
STANISLAUS COUNTY BOARD OF
SUPERVISORS

WHEN RECORDED RETURN TO
STANISLAUS COUNTY PLANNING
DEPARTMENT

NOTICE OF RESCISSION AND
SIMULTANEOUS RE-ENTRY INTO
CALIFORNIA LAND CONSERVATION
CONTRACT NO. 2009-18



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2009-0038343-00

Acct 402-Counter Customers
Tuesday, APR 21, 2009 08:12:35
Ttl Pd \$0.00 Nbr-0002709908
OCE/R2/2-9

THIS NOTICE OF RESCISSION AND CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into February 3, 2009, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and the undersigned landowners or the successors thereof, hereinafter referred to as "Owner" as follows:

The recitals and paragraphs 1 through 14, inclusive, of a certain Fictitious California Land Conservation Contract, recorded on February 1, 1979, as Instrument Number 48604, Book 3151, Page 132, in the Office of Recorder of the County of Stanislaus, State of California, are incorporated herein as if specifically set forth.

(15) Owner and holders of security interests designate the following persons as the Agent for Notice to receive any and all notices and communications from County during the life of the Contract. Owner will notify County in writing of any change of designated persons or change of address for him.

DESIGNATED AGENT: Antonio Escobar, Jr.
P.O. Box 326
Crows Landing, CA 95313

(16) Owner desires to place the following parcels of real property under Contract:

ASSESSORS PARCEL NUMBER	ACREAGE	SITUS ADDRESS (If none, please provide Legal Description)
049-001-014	80.8	See Exhibit "B"

Pursuant to Stanislaus County Board of Supervisors Resolution No. 2009-95, relating to Lot Line Adjustment No. 2008-19 as authorized by Govt. Code § 51257, California Land Conservation Contract Nos. 2007-12 which encumbered the parcel described in Exhibit A are rescinded and this contract which encumbers the newly configured parcel described in Exhibit B is entered into.

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

OWNER(S) NAME (print or type)	SIGNATURE (all to be notarized)	DATE	SIGNED AT (city)
Antonio Escobar Jr	<i>(Signature)</i>	9/3/08	Patterson, CA
Mary Escobar De Baca	<i>(Signature)</i>	4/3/09	San Rafael, Ca

SECURITY HOLDERS:

OWNER(S) NAME (print or type)	SIGNATURE (all to be notarized)	DATE	SIGNED AT (city)

EXHIBITS:

- (A) Legal description of Parcel covered under old contract
- (B) Legal description of newly configured Parcel covered under new contract
- (C) Board of Supervisors Action Item approving referenced rescission and new contract

COUNTY: Stanislaus County

4/10/09
Dated

Kirk Ford
Chairman, Board of Supervisors
Kirk Ford for Jim DeMartini

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Stanislaus }

On 9/13/08 before me, Rhonda L. Wheeland Notary Public
Date Here Insert Name and Title of the Officer

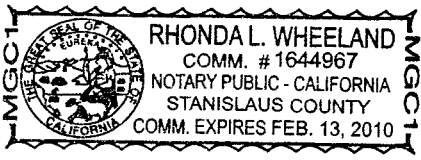
personally appeared Antonio Escobar, Jr.
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

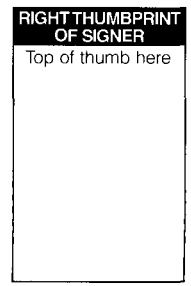
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of MARIN

On 3rd APRIL, 2009 before me, A M YAJNIK NOTARY PUBLIC,
(Here insert name and title of the officer)

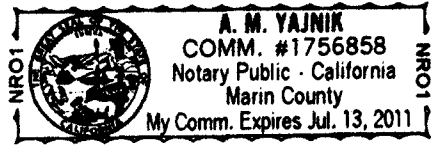
personally appeared MARY ESCOBAR DEBACA

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.

A M Yajnik
 Signature of Notary Public A M YAJNIK



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
CALIFORNIA LAND CONSERVATION CONTRACT
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document

EXHIBIT "A"
WILLIAMSON ACT
LEGAL DESCRIPTION
DOMPE PRIOR TO
LOT LINE ADJUSTMENT

ALL that certain real property situate within the Orestimba Rancho in the County of Stanislaus, State of California, lying within projected Government Sections 14 and 23, Township 6 South, Range 8 East, Mount Diablo Meridian, described as follows:

PARCEL 1

COMMENCING at Post 216 of said Orestimba Rancho; thence South 00°28'59" West along the West line of said Orestimba Rancho, a distance of 2638.96 feet; thence North 76°08'09" East, a distance of 20.18 feet; thence North 45°31'42" East, a distance of 83.66 feet; thence North 40°08'58" East, a distance of 238.39 feet to the TRUE POINT OF BEGINNING of this Description; thence continuing North 40°08'58" East, a distance of 1678.99 feet; thence South 01°02'44" West, a distance of 949.95 feet; thence South 04°22'16" East, a distance of 171.88 feet; thence South 00°27'56" West, a distance of 1015.77 feet to a point on the North line of a 40 foot wide County Road as described in Verhaegen Grant Deed filed in the Office of the Recorder of the County of Stanislaus on November 12, 2004 as Document No. 2004-0187677 and Escobar Grant Deed filed in the Office of the Recorder of the County of Stanislaus on December 11, 2000 as Document No. 2000-0105170; thence South 39°59'25" West along last said North line, a distance of 55.92 feet to a point on the East line of Parcel 1 as conveyed to Dompe Bros., Inc. et. al. by Grant Deed filed in the Office of the Recorder of the County of Stanislaus on February 25, 1999 as Document No. 99-0020689; thence South 00°28'59" West along last said East line, a distance of 62.88 feet to the Southeast corner of said Dompe Bros., Inc. et. al. Parcel 1, thence South 39°59'25" West along the South line of last said Parcel 1, a distance of 1637.41 feet; thence North 00°28'59" East, a distance of 2213.83 feet to the Point of Beginning.

CONTAINING 54.35 acres, more or less.

EXHIBIT "B"
WILLIAMSON ACT
LEGAL DESCRIPTION
DOMPE AFTER
LOT LINE ADJUSTMENT

ALL that certain real property situate within the Orestimba Rancho in the County of Stanislaus, State of California, lying within projected Government Sections 14 and 23, Township 6 South, Range 8 East, Mount Diablo Meridian, described as follows:

PARCEL 1

COMMENCING at Post 216 of said Orestimba Rancho; thence South 00°28'59" West along the West line of said Orestimba Rancho, a distance of 2638.96 feet; thence North 76°08'09" East, a distance of 20.18 feet; thence North 45°31'42" East, a distance of 83.66 feet; thence North 40°08'58" East, a distance of 238.39 feet to the TRUE POINT OF BEGINNING of this Description; thence continuing North 40°08'58" East, a distance of 1678.99 feet; thence South 01°02'44" West, a distance of 949.95 feet; thence South 04°22'16" East, a distance of 171.88 feet; thence South 00°27'56" West, a distance of 1015.77 feet to a point on the North line of a 40 foot wide County Road as described in Verhaegen Grant Deed filed in the Office of the Recorder of the County of Stanislaus on November 12, 2004 as Document No. 2004-0187677 and Escobar Grant Deed filed in the Office of the Recorder of the County of Stanislaus on December 11, 2000 as Document No. 2000-0105170; thence South 39°59'25" West along last said North line, a distance of 55.92 feet to a point on the East line of Parcel 1 as conveyed to Dompe Bros., Inc. et. al. by Grant Deed filed in the Office of the Recorder of the County of Stanislaus on February 25, 1999 as Document No. 99-0020689; thence South 00°28'59" West along last said East line, a distance of 62.88 feet to the Southeast corner of said Dompe Bros., Inc. et. al. Parcel 1, thence South 39°59'25" West along the South line of last said Parcel 1, a distance of 1637.41 feet; thence North 00°28'59" East, a distance of 2213.83 feet to the Point of Beginning.

TOGETHER with all that portion of parcel of land conveyed to Antonio P. Escobar, Jr., Trustee of the Antonio P. Escobar, Jr. Revocable Trust under instrument dated October 30, 2000 by that Stipulated Agreement to Quiet Title and Order, Case No. 613101, filed in the Office of the Recorder of the County of Stanislaus on December 4, 2007 as Document No. 2007-0145242, being more particularly described as follows:

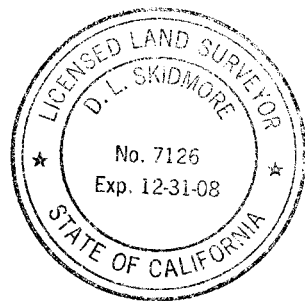
BEGINNING at the most northerly corner of said Dompe Parcel One; thence South 01°02'44" West along the East line of said Dompe Parcel One, a distance of 949.95 feet to an angle point in last said line; thence continuing along last said line, South 04°22'16" East, a distance of 107.84 feet; thence leaving last said line and proceeding North 00°29'39" East, a distance of 1057.35 feet to the point of beginning.


EXCEPTING therefrom all that portion of the herein above described parcel, being more particularly described as follows:

COMMENCING at the most northerly corner of said Dompe Parcel One; thence South $01^{\circ}02'44''$ West along the East line of said Dompe Parcel One, a distance of 949.95 feet to an angle point in last said line; thence continuing along last said line, South $04^{\circ}22'16''$ East, a distance of 107.84 feet to the TRUE POINT OF BEGINNING; thence continuing South $04^{\circ}22'16''$ East along last said line, a distance of 64.04 feet to an angle point in last said line; thence continuing along last said line, South $00^{\circ}27'56''$ West, a distance of 1015.77 feet to the southeasterly corner of said Dompe Parcel One; thence South $39^{\circ}59'25''$ West along the southerly line of said Dompe Parcel One, a distance of 13.81 feet; thence North $00^{\circ}40'34''$ East, a distance of 895.61 feet; thence North $00^{\circ}29'39''$ East, a distance of 194.62 feet to the point of beginning.

CONTAINING 54.29 acres, more or less.

SUBJECT TO all easements and/or rights-of-way of record.




Dave L. Skidmore, L.S. 7126
License Expires 12/31/08
8/26/08

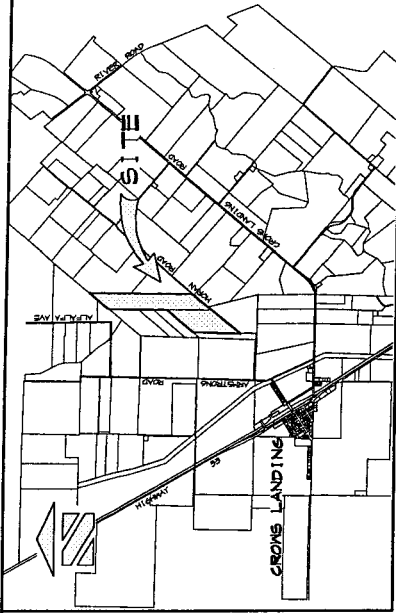
REVISION	DATE	DESCRIPTION	BY

ASSOCIATED ENGINEERING, INC.
 SURVEYING DESIGN PLANNING
 4208 TECHNOLOGY DRIVE
 9555 WINNINA DRIVE
 CLIFTON, CALIFORNIA 94506
 PH: (209) 545-3590 FAX: (209) 545-3875



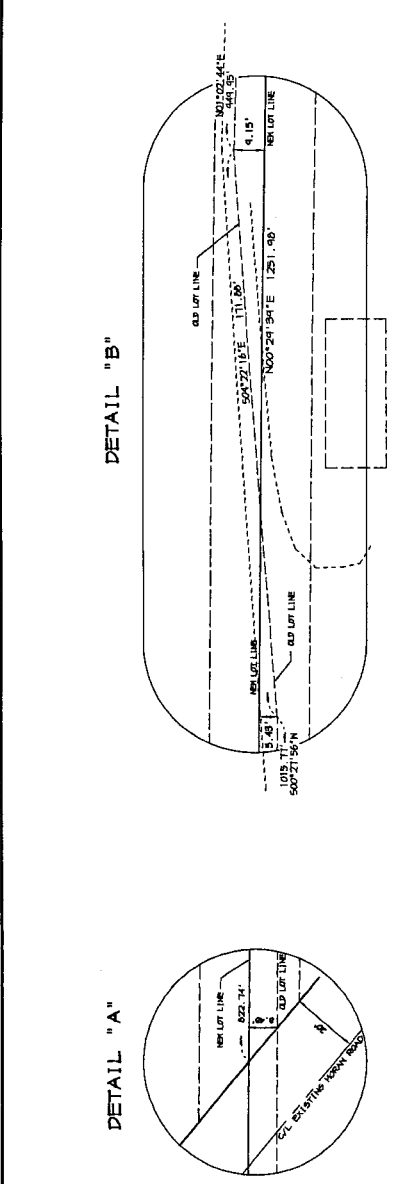
LOT LINE ADJUSTMENT SITE MAP
 ANTONIO ESCOBAR JR. & DOMPE BROS., INC.
 WITHIN A PORTION OF SECTION 14, T. 6 S., R. 6 E., M.D.M.
 STANISLAUS COUNTY
 CALIFORNIA

DRAWN BY: DLS
 DATE: 5/20/09
 SCALE: 1"=400'
 DWR: 4959-1103
 CHECKED:
 JOB # 4350-01
 SHEET 1 OF 1



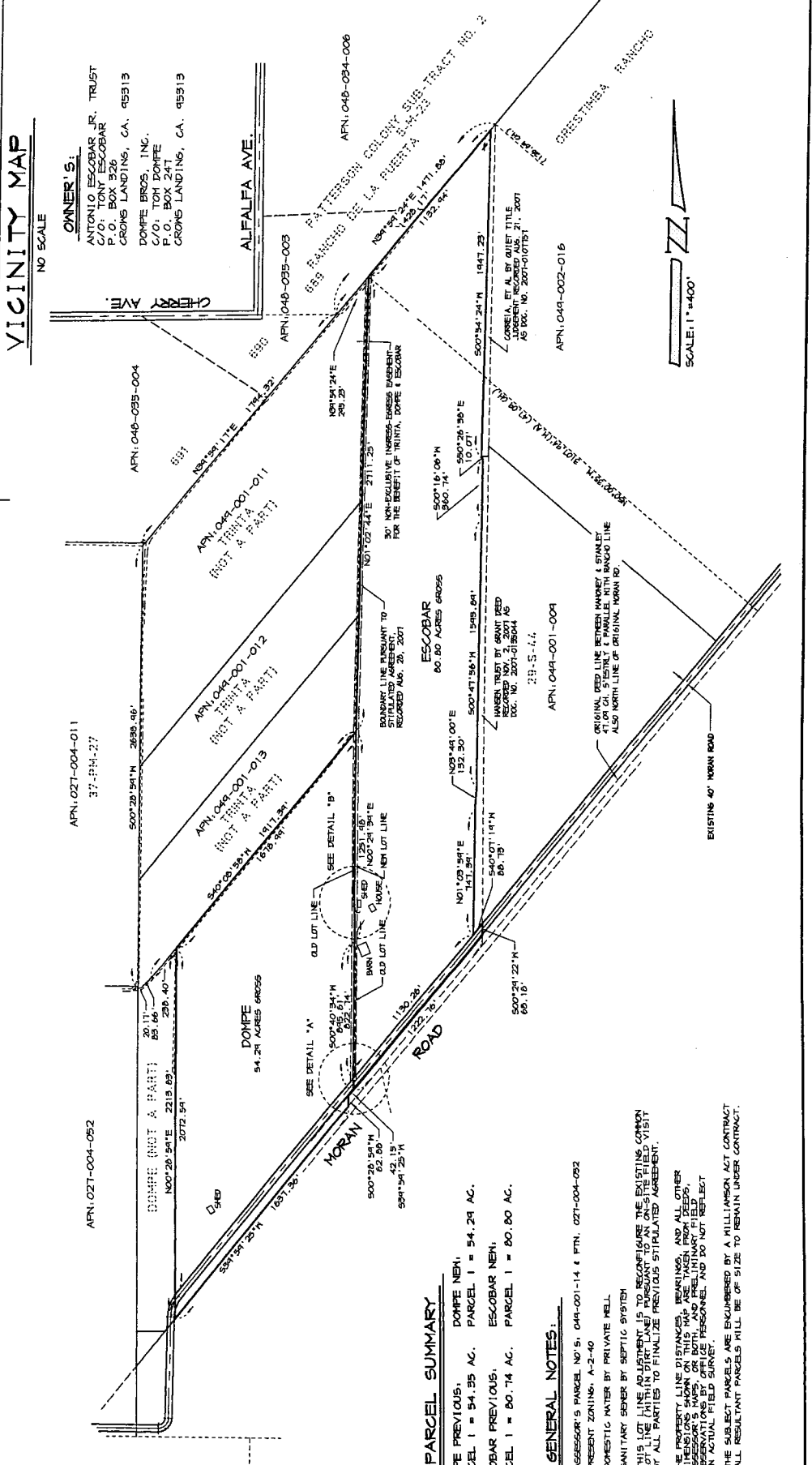
VICINITY MAP
 NO SCALE

OWNER'S:
 ANTONIO ESCOBAR JR., TRUST
 C/O: TONY ESCOBAR
 P.O. BOX 326
 CROWNS LANDING, CA. 95313
 DOMPE BROS., INC.
 C/O: TOM DOMPE
 P.O. BOX 247
 CROWNS LANDING, CA. 95313



DETAIL "A"

DETAIL "B"



PARCEL SUMMARY

DOMPE PREVIOUS, DOMPE NEW, PARCEL 1 = 54.35 AC. PARCEL 1 = 54.24 AC.
 ESCOBAR PREVIOUS, ESCOBAR NEW, PARCEL 1 = 80.74 AC. PARCEL 1 = 80.80 AC.

GENERAL NOTES:

- 1.) ASSESSOR'S PARCEL NO'S: 049-001-14 & PTH. 027-004-092
- 2.) PRESENT ZONING: A-2-40
- 3.) DOMESTIC WATER BY PRIVATE WELL
- 4.) SANITARY SEWER BY SEPTIC SYSTEM
- 5.) THIS LOT LINE ADJUSTMENT IS TO RECONFIGURE THE EXISTING COMMON BOUNDARY LINE BETWEEN PARCELS 1 & 2 OF THE SUBJECT PARCELS. THE ADJUSTMENT IS BASED ON THE PRELIMINARY FIELD OBSERVATIONS BY OFFICE PERSONNEL, AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY.
- 6.) THE PROPERTY LINE DISTANCES, BEARINGS, AND ALL OTHER INFORMATION SHOWN ON THIS MAP ARE THE RESULT OF A PRELIMINARY FIELD SURVEY BY OFFICE PERSONNEL, AND DOES NOT REFLECT AN ACTUAL FIELD SURVEY.
- 7.) THE SUBJECT PARCELS ARE ENCUMBERED BY A WILLIAMSON ACT CONTRACT. ALL RESULTANT PARCELS WILL BE OF SIZE TO REMAIN UNDER CONTRACT.

EXHIBIT C

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Planning and Community Development

BOARD AGENDA # *D-1

Urgent

Routine

AGENDA DATE February 3, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Rescind a Portion of Williamson Act Contract No. 1972-0715 (Armstrong Road, in Crows Landing) and all of Williamson Act Contract No. 2007-0012 (Moran Road, in Crows Landing), Approval of New Contracts Pursuant to Minor Lot Line Adjustment 2008-19 - Escobar, and Authorization for the Planning Director to Execute New Contracts

STAFF RECOMMENDATIONS:

Approval and the establishment of the following findings:

1. The new contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

(Continued on Page 2)

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

BOARD ACTION AS FOLLOWS:

No. 2009-95

On motion of Supervisor Grover Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

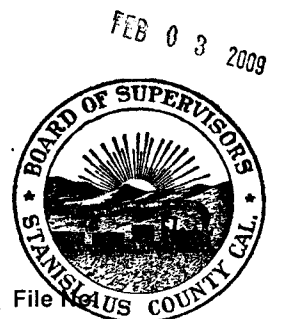
4) _____ Other:

MOTION:

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

CHRISTINE FERRARO TALLMAN

Clerk of the Board of Supervisors of the County of Stanislaus, State of California



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By Suzi Giblin


File No. _____

RECORDING REQUESTED BY
STANISLAUS COUNTY BOARD OF
SUPERVISORS

WHEN RECORDED RETURN TO
STANISLAUS COUNTY PLANNING
DEPARTMENT

**NOTICE OF RESCISSION AND
SIMULTANEOUS RE-ENTRY INTO
CALIFORNIA LAND CONSERVATION
CONTRACT NO. 2009-19**

THIS SPACE FOR RECORDER ONLY



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2009-0038344-00
Acct 402-Counter Customers
Tuesday, APR 21, 2009 08:12:44
Ttl Pd \$0.00 Nbr-0002709910
OCE/R2/2-10

THIS NOTICE OF RESCISSION AND CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into February 3, 2009, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and the undersigned landowners or the successors thereof, hereinafter referred to as "Owner" as follows:

The recitals and paragraphs 1 through 14, inclusive, of a certain Fictitious California Land Conservation Contract, recorded on February 1, 1979, as Instrument Number 48604, Book 3151, Page 132, in the Office of Recorder of the County of Stanislaus, State of California, are incorporated herein as if specifically set forth.

(15) Owner and holders of security interests designate the following persons as the Agent for Notice to receive any and all notices and communications from County during the life of the Contract. Owner will notify County in writing of any change of designated persons or change of address for him.

DESIGNATED AGENT: Tom Dompe

P.O. Box 247

Crows Landing, CA 95313

(16) Owner desires to place the following parcels of real property under Contract:

ASSESSORS PARCEL NUMBER	ACREAGE	SITUS ADDRESS (If none, please provide Legal Description)
<u>027-004-052</u>	<u>54.3</u>	<u>See Exhibit "B"</u>

Pursuant to Stanislaus County Board of Supervisors Resolution No. 2009-95, relating to Lot Line Adjustment No. 2008-19 as authorized by Govt. Code § 51257, California Land Conservation Contract Nos. 72-0715 which encumbered the parcel described in Exhibit A are rescinded and this contract which encumbers the newly configured parcel described in Exhibit B is entered into.

IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

OWNER(S) NAME (print or type)	SIGNATURE (all to be notarized)	DATE	SIGNED AT (city)
Thomas W. Doye	<i>Thomas W. Doye</i>	9-5-08	Patterson CA

SECURITY HOLDERS:

OWNER(S) NAME (print or type)	SIGNATURE (all to be notarized)	DATE	SIGNED AT (city)

EXHIBITS:

- (A) Legal description of Parcel covered under old contract
- (B) Legal description of newly configured Parcel covered under new contract
- (C) Board of Supervisors Action Item approving referenced rescission and new contract

COUNTY: Stanislaus County

4/10/09
Dated

Kirk Ford
Chairman, Board of Supervisors
Kirk Ford for Jim DeMartini

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Stanislaus }

On September 5, 2008 before me, Anthea G. Hansen Notary Public
Date Here Insert Name and Title of the Officer

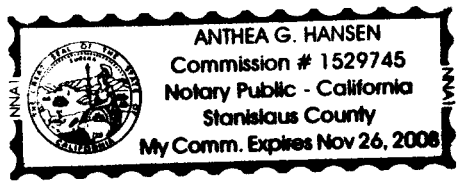
personally appeared Thomas W. Dompe
Name(s) of Signer(s)

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 Anthea G. Hansen
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Application for Ca. Land Conservation Act of 1965

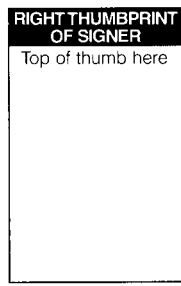
Document Date: September 5, 2008 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Thomas W. Dompe

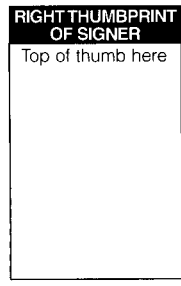
- Individual
- Corporate Officer — Title(s): Pres.
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Dompe Bros. Inc.

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "A"
WILLIAMSON ACT
LEGAL DESCRIPTION
ESCOBAR PRIOR TO
LOT LINE ADJUSTMENT

ALL that certain real property situate within the Orestimba Rancho in the County of Stanislaus, State of California, lying within projected Government Sections 14 and 23, Township 6 South, Range 8 East, Mount Diablo Meridian, described as follows:

COMMENCING at Post 216 of said Orestimba Rancho; thence North 39°59'17" East along the line dividing said Orestimba Rancho and Rancho De La Puerta, a distance of 1794.32 feet to an angle point in last said line; thence continuing along last said line North 39°59'24" East, a distance of 295.23 feet to the TRUE POINT OF BEGINNING of this Description; thence continuing along last said line North 39°59'24" East, a distance of 1176.65 feet to the Northeast corner of that parcel of land conveyed to Antonio P. Escobar, Jr., Trustee of the Antonio P. Escobar, Jr. Revocable Trust under Instrument dated October 30, 2000 by Grant Deed filed in the Office of the Recorder of the County of Stanislaus on December 11, 2000 as Document No. 0105170; thence South 00°29'22" West along the East line of last said Escobar Parcel, a distance of 4823.13 feet to the Southeast corner of said Escobar Parcel; thence South 39°59'25" West along the South line of said Escobar Parcel and the Southwesterly extension thereof, a distance of 1208.95 feet; thence North 00°27'56" East, a distance of 1015.77 feet; thence North 04°22'16" West, a distance of 171.88 feet; thence North 01°02'44" East, a distance of 3661.20 feet to the Point of Beginning.

EXCEPTING therefrom all that portion conveyed to Richard H. Correia, et al, by Default Judgment by the Court Quietening Title, Case No. 371040 and filed in the Office of the Recorder of the County of Stanislaus on August 21, 2007 as Document No. 0107757, and being more particularly described as follows:

THAT portion of the Orestimba Rancho in Stanislaus County, California described as follows: Beginning at a point on that line between the Puerto Rancho and said Orestimba Rancho that is South 39°30' West 8361.54 feet from Station No. 1 of the survey of said Orestimba Rancho, thence South 1974.72 feet, thence North 89°56'41" West 34.22 feet; thence South 0°13'16" East 12.34 feet thence; North 50°56'00" West 10.06 feet; thence North 0°25'00" East 1946.99 feet; thence North 39°30' East 43.74 feet to the point of beginning.

ALSO excepting therefrom all that portion conveyed to Ronald W. Hansen and Kathryn E. Hansen, Trustees of the Ronald and Kathryn Hansen 1998 Revocable Trust recorded on April 30, 2001 by Grant Deed filed in the Office of the Recorder of Stanislaus County

on November 2, 2007 as Document No. 2007-0135044 and being more particularly described as follows:

A portion of the lands lying within the Orestimba Rancho and being described in that certain Grant Deed from Antonio Escobar, Jr. to Antonio P. Escobar, Trustee of the Antonio P. Escobar, Jr. Revocable Trust as recorded on December 11, 2000 in Document No. 2000-0105170 of Official Records, Stanislaus County Records, California being more particularly described as follows:

COMMENCING at the most northerly corner of the lands described under Part 2 (APN 049-01-03) in that certain Deed from Kathryn E. Hansen to Ronald W. Hansen and Kathryn E. Hansen, Trustees of the Ronald and Kathryn 1998 Revocable Trust as recorded on April 30, 2001 in Document No. 2001-0043185 of Official Records, Stanislaus County Records, California, and point of commencement being marked by a $\frac{3}{4}$ " iron pipe with plug inscribed with "TURNROSE L.S. 7454", said $\frac{3}{4}$ " iron pipe being shown on that record of survey map filed in Book 29 of Survey Maps at Page 44 (29S44); thence from said point of commencement along the westerly line of said lands of Hansen South 66.00 feet to the True Point of Beginning; thence from said True Point of Beginning along said westerly line of Hansen South 2780.13 feet to a point on the northwesterly line of Moran Road (40' wide), said point also being marked by a $\frac{3}{4}$ " iron pipe with plug inscribed with "TURNROSE L.S. 7454" as shown in said record of survey (29S44); thence leaving said westerly line along said northwesterly line of Moran Road South $39^{\circ}37'57''$ West 88.73 feet to the approximate center of an existing travelway (10-12 feet wide); thence along said approximate center of travelway North $0^{\circ}34'37''$ East 747.39 feet, thence North $3^{\circ}19'38''$ East 132.30 feet; thence North $0^{\circ}18'34''$ East 1595.89 feet; thence North $0^{\circ}13'16''$ West 373.21 feet; thence leaving said travelway South $89^{\circ}56'41''$ East 34.22 feet to the True Point of Beginning.

CONTAINING 80.74 acres, more or less.

EXHIBIT "B"
WILLIAMSON ACT
LEGAL DESCRIPTION
ESCOBAR AFTER
LOT LINE ADJUSTMENT

ALL that certain real property situate within the Orestimba Rancho in the County of Stanislaus, State of California, lying within projected Government Sections 14 and 23, Township 6 South, Range 8 East, Mount Diablo Meridian, described as follows:

COMMENCING at Post 216 of said Orestimba Rancho; thence North $39^{\circ}59'17''$ East along the line dividing said Orestimba Rancho and Rancho De La Puerta, a distance of 1794.32 feet to an angle point in last said line; thence continuing along last said line North $39^{\circ}59'24''$ East, a distance of 295.23 feet to the TRUE POINT OF BEGINNING of this Description; thence continuing along last said line North $39^{\circ}59'24''$ East, a distance of 1176.65 feet to the Northeast corner of that parcel of land conveyed to Antonio P. Escobar, Jr., Trustee of the Antonio P. Escobar, Jr. Revocable Trust under Instrument dated October 30, 2000 by Grant Deed filed in the Office of the Recorder of the County of Stanislaus on December 11, 2000 as Document No. 0105170; thence South $00^{\circ}29'22''$ West along the East line of last said Escobar Parcel, a distance of 4823.13 feet to the Southeast corner of said Escobar Parcel; thence South $39^{\circ}59'25''$ West along the South line of said Escobar Parcel and the Southwesterly extension thereof, a distance of 1208.95 feet; thence North $00^{\circ}27'56''$ East, a distance of 1015.77 feet; thence North $04^{\circ}22'16''$ West, a distance of 171.88 feet; thence North $01^{\circ}02'44''$ East, a distance of 3661.20 feet to the Point of Beginning.

TOGETHER with all that portion of parcel one of that land conveyed to Dompe Bros., Inc., et al by that stipulated agreement to Quiet Title and Order, Case No. 613101, filed in the Office of the Recorder of the County of Stanislaus on December 4, 2007 as Document No. 2007-0145242, being more particularly described as follows:

COMMENCING at the most northerly corner of said Dompe Parcel One; thence South $01^{\circ}02'44''$ West along the East line of said Dompe Parcel One, a distance of 949.95 feet to an angle point in last said line; thence continuing along last said line, South $04^{\circ}22'16''$ East, a distance of 107.84 feet to the TRUE POINT OF BEGINNING; thence continuing South $04^{\circ}22'16''$ East along last said line, a distance of 64.04 feet to an angle point in last said line; thence continuing along last said line, South $00^{\circ}27'56''$ West, a distance of 1015.77 feet to the Southeasterly corner of said Dompe Parcel One; thence South $39^{\circ}59'25''$ West along the Southerly line of said Dompe Parcel One, a distance of 13.81 feet; thence North $00^{\circ}40'34''$ East, a distance of 895.61 feet; thence North $00^{\circ}29'39''$ East, a distance of 194.62 feet to the point of beginning.

EXCEPTING therefrom all that portion conveyed to Richard H. Correia, et al, by Default Judgment by the Court Quieting Title, Case No. 371040 and filed in the Office of the Recorder of the County of Stanislaus on August 21, 2007 as Document No. 0107757, and being more particularly described as follows:

THAT portion of the Orestimba Rancho in Stanislaus County, California described as follows: Beginning at a point on that line between the Puerto Rancho and said Orestimba Rancho that is South 39°30' West 8361.54 feet from Station No. 1 of the survey of said Orestimba Rancho, thence South 1974.72 feet, thence North 89°56'41" West 34.22 feet; thence South 0°13'16" East 12.34 feet thence; North 50°56'00" West 10.06 feet; thence North 0°25'00" East 1946.99 feet; thence North 39°30' East 43.74 feet to the point of beginning.

ALSO excepting therefrom all that portion conveyed to Ronald W. Hansen and Kathryn E. Hansen, Trustees of the Ronald and Kathryn Hansen 1998 Revocable Trust recorded on April 30, 2001 by Grant Deed filed in the Office of the Recorder of Stanislaus County on November 2, 2007 as Document No. 2007-0135044 and being more particularly described as follows:

A portion of the lands lying within the Orestimba Rancho and being described in that certain Grant Deed from Antonio Escobar, Jr. to Antonio P. Escobar, Trustee of the Antonio P. Escobar, Jr. Revocable Trust as recorded on December 11, 2000 in Document No. 2000-0105170 of Official Records, Stanislaus County Records, California being more particularly described as follows:

COMMENCING at the most northerly corner of the lands described under Part 2 (APN 049-01-03) in that certain Deed from Kathryn E. Hansen to Ronald W. Hansen and Kathryn E. Hansen, Trustees of the Ronald and Kathryn 1998 Revocable Trust as recorded on April 30, 2001 in Document No. 2001-0043185 of Official Records, Stanislaus County Records, California, and point of commencement being marked by a ¾" iron pipe with plug inscribed with "TURNROSE L.S. 7454", said ¾" iron pipe being shown on that record of survey map filed in Book 29 of Survey Maps at Page 44 (29S44); thence from said point of commencement along the westerly line of said lands of Hansen South 66.00 feet to the True Point of Beginning; thence from said True Point of Beginning along said westerly line of Hansen South 2780.13 feet to a point on the northwesterly line of Moran Road (40' wide), said point also being marked by a ¾" iron pipe with plug inscribed with "TURNROSE L.S. 7454" as shown in said record of survey (29S44); thence leaving said westerly line along said northwesterly line of Moran Road South 39°37'57" West 88.73 feet to the approximate center of an existing travelway (10-12 feet wide); thence along said approximate center of travelway North 0°34'37" East 747.39 feet, thence North 3°19'38" East 132.30 feet; thence North 0°18'34" East 1595.89 feet; thence North 0°13'16" West 373.21 feet; thence leaving said travelway South 89°56'41" East 34.22 feet to the True Point of Beginning.

ALSO excepting therefrom all that portion of that parcel of land conveyed to Antonio P. Escobar, Jr., Trustee of the Antonio P. Escobar, Jr. Revocable Trust under instrument dated October 30, 2000 by that Stipulated Agreement to Quiet Title and Order, Case No. 613101, filed in the Office of the Recorder of the County of Stanislaus on December 4, 2007 as Document No. 2007-0145242, being more particularly described as follows:

BEGINNING at the most northerly corner of said Dompe Parcel One; thence South $01^{\circ}02'44''$ West along the East line of said Dompe Parcel One, a distance of 949.95 feet to an angle point in last said line; thence continuing along last said line, South $04^{\circ}22'16''$ East, a distance of 107.84 feet; thence leaving last said line and proceeding North $00^{\circ}29'39''$ East, a distance of 1057.35 feet to the point of beginning.

CONTAINING 80.80 acres, more or less.

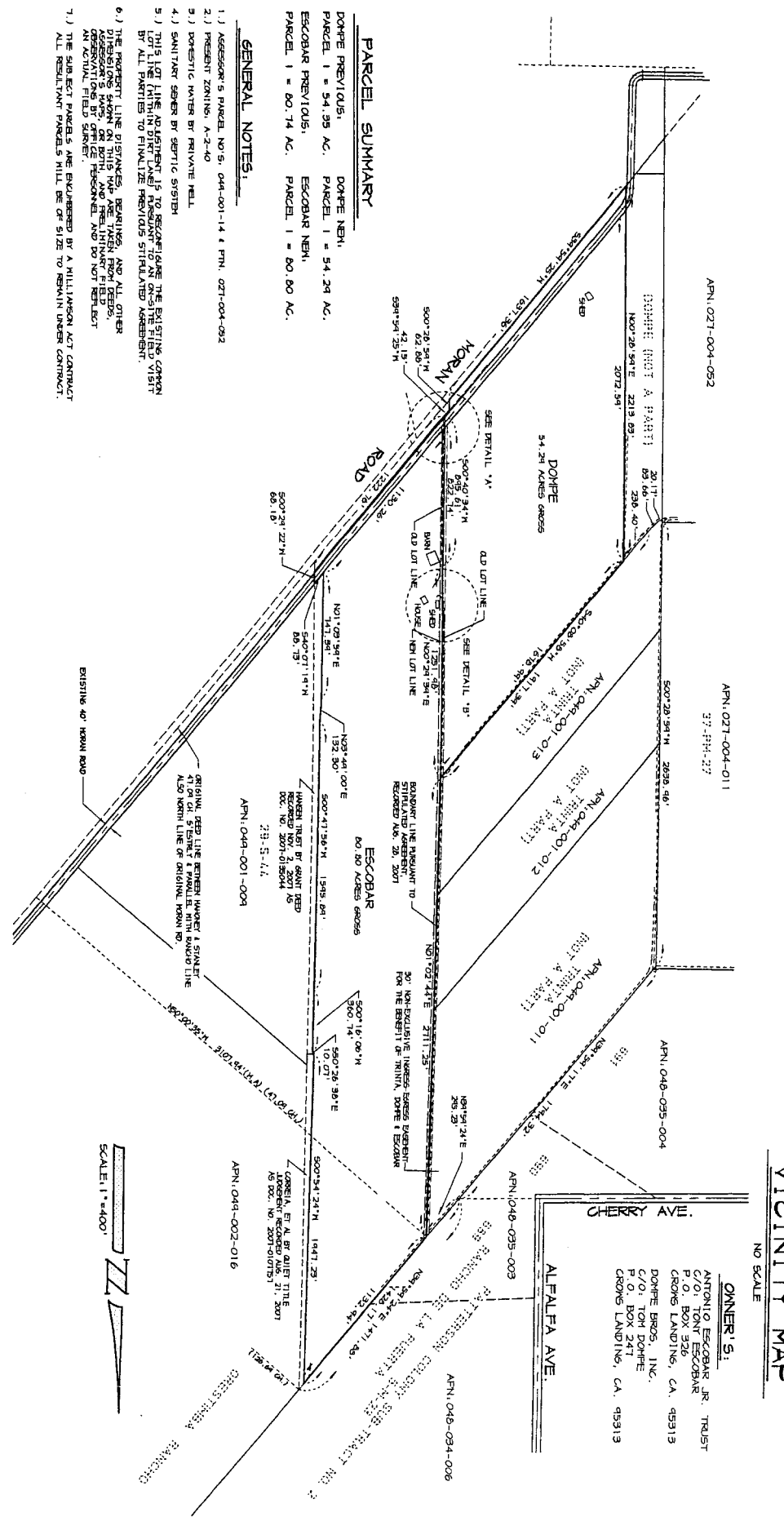
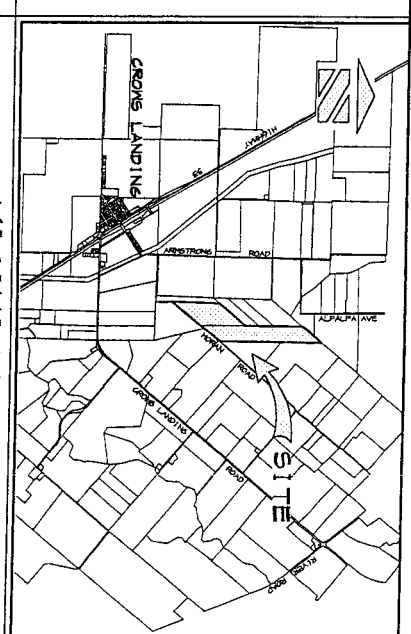
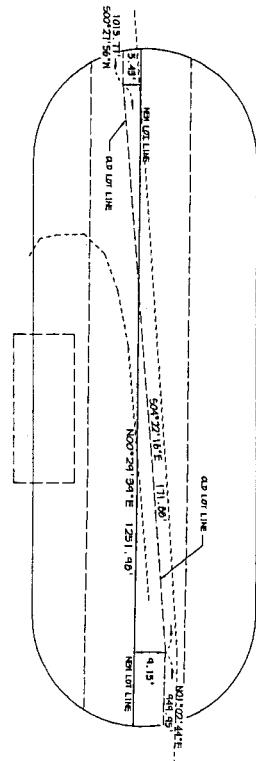
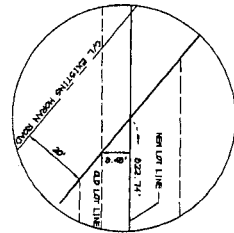
SUBJECT TO all easements and/or rights-of-way of record.



A handwritten signature in black ink, appearing to read "Dave Skidmore", written over a horizontal line.

Dave L. Skidmore, L.S. 7126
License Expires 12/31/08

8/26/08



PARCEL SUMMARY

DOMPE PREVIOUS: DOMPE MEN, PARCEL 1 = 54.35 AC.
 ESCOBAR PREVIOUS: ESCOBAR MEN, PARCEL 1 = 80.74 AC.
 PARCEL 1 = 80.74 AC. PARCEL 1 = 80.80 AC.

GENERAL NOTES:

- 1.) ASSessor'S PARCEL NO'S: 044-001-14 & PM, 021-004-052
- 2.) PRESENT ZONING: A-2-40
- 3.) DOMESTIC WATER BY PRIVATE WELL
- 4.) SANITARY SEWER BY SEPTIC SYSTEM
- 5.) THIS LOT LINE ADJUSTMENT IS TO RECAPITULATE THE EXISTING COMMON LOT LINE (WITHIN 0.01' TOLERANCE) TO AN ON-SITE FIELD VISIT BY ALL PARTIES TO FINALIZE PREVIOUS STRIPLATED AGREEMENT.
- 6.) THE PROPERTY LINE DISTANCES, BEARINGS, AND ALL OTHER ASSessor'S MAPS OR BOTH, AND REEL NUMBER FIELD AND ANY ADJACENT FIELD SERVICES PERSONNEL, AND DO NOT REFLECT ANY ADJACENT FIELD SERVICES.
- 7.) THE SUB-SET PARCELS ARE SURVEYED BY A MILLIMETER LT CONTRACT. ALL RESULTANT PARCELS WILL BE OF SIZE TO REMAIN UNDER CONTRACT.



OWNER'S:
 ANTONIO ESCOBAR JR. TRUST
 C/O. TONI ESCOBAR
 P.O. BOX 326
 CROWS LANDING, CA. 95313
 DOMPE BROS., INC.
 C/O. TOM DOMPE
 P.O. BOX 247
 CROWS LANDING, CA. 95313

LOT LINE ADJUSTMENT SITE MAP

ANTONIO ESCOBAR JR. & DOMPE BROS., INC.
 BEING A PORTION OF THE ORESTIMBA RANCHO AND LYING WITHIN A PORTION OF SECTION 14, T. 6 S., R. 6 E., M.D.M. STANISLAUS COUNTY CALIFORNIA



ASSOCIATED ENGINEERING, INC
 Surveying • Design • Planning
 4206 TECHNOLOGY DRIVE
 MODESTO, CALIFORNIA 95356
 PH: (209) 545-3390 FAX: (209) 545-3875

REVISION	DATE	DESCRIPTION	BY

DRAWN BY: BLS
 DATE: 5/28/08
 SCALE: 1"=400'
 DWG: 4350-1103
 SHEET: 4350-01
 OF: 1

EXHIBIT C

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Planning and Community Development

BOARD AGENDA # *D-1

Urgent Routine

AGENDA DATE February 3, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Rescind a Portion of Williamson Act Contract No. 1972-0715 (Armstrong Road, in Crows Landing) and all of Williamson Act Contract No. 2007-0012 (Moran Road, in Crows Landing), Approval of New Contracts Pursuant to Minor Lot Line Adjustment 2008-19 - Escobar, and Authorization for the Planning Director to Execute New Contracts

STAFF RECOMMENDATIONS:

Approval and the establishment of the following findings:

1. The new contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

(Continued on Page 2)

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

BOARD ACTION AS FOLLOWS:

No. 2009-95

On motion of Supervisor Grover, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

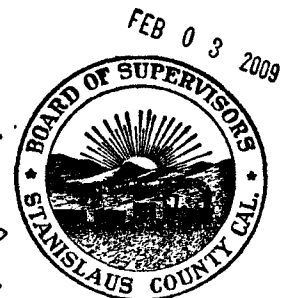
MOTION:

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

CHRISTINE FERRARO TALLMAN

Clerk of the Board of Supervisors of the County of Stanislaus, State of California

Christine Ferraro Tallman
By [Signature]



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.