THE BOARD OF SUPERVISORS OF THE G	OUNTY OF STANISLAUS
ACTION AGENDA	ÍMARY
DEPT: Planning and Community Development	BOARD AGENDA #_ ^{*D-1} AGENDA DATE_ ^{May 10, 2011}
CEO Concurs with Recommendation YES NO (Information Attache	4/5 Vote Required YES 🚺 NO 🔳 d)
SUBJECT:	
Approval to Rescind Williamson Act Contracts No. 1972- west of Waterford, Approval of New Contracts Pursuant DLM Ranches LLC, and Authorization for the Director of Execute New Contracts	to Minor Lot Line Adjustment 2010-31, C&DII and
STAFF RECOMMENDATIONS:	
1. Approve and establish the following findings:	
 The new contract or contracts would enforceably initial term for at least as long as the unexpired ter less than 10 years except as authorized under the 	m of the rescinded contract or contracts, but for not
	(Continued on page 2)
FISCAL IMPACT: All costs associated with this item are included in the Lo that there will be no net change in property tax or other r	
BOARD ACTION AS FOLLOWS:	 No. 2011-284
On motion of Supervisor <u>O'Brien</u> , Se	conded by Supervisor DeMartini
and approved by the following vote,	
Ayes: Supervisors: <u>O'Brien, Chiesa, Withrow, DeMartini,</u> Noes: Supervisors: <u>None</u>	
Excused or Absent: Supervisors: None	
Abstaining: Supervisor: None 1) X Approved as recommended	
2) Denied	
3) Approved as amended	
4) Other: MOTION:	
Ale the Lange	

Christine Harraco

ATTEST:

CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Rescind Williamson Act Contracts No. 1972-0510 and 1972-0513, Located on Claribel Road, west of Waterford, Approval of New Contracts Pursuant to Minor Lot Line Adjustment 2010-31, C&DII and DLM Ranches LLC, and Authorization for the Director of Planning and Community Development to Execute New Contracts Page 2

STAFF RECOMMENDATION: (Continued)

- b. 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 In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
- c. At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.
- d. 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.
- e. 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.
- f. The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
- g. 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.
- 2. Rescind Williamson Act Contracts No. 1972-0510 and 1972-0513 (located on Claribel Road, west of Waterford).
- Approve a new contract pursuant to Minor Lot Line Adjustment 2010-31 C&DII & DLM Ranches, LLC.
- 4. Authorize the Director of Planning and Community Development to execute new contracts pursuant to Minor Lot Line Adjustment 2010-31.

DISCUSSION:

Lot Line Adjustment Application No. 2010-31 was approved by staff pending the Board's action required by the Williamson Act. The properties are located on Claribel Road west of Waterford, in the unincorporated area of Stanislaus County. The lot line adjustment is requesting to go from 260.5, 535.53 and 100.43 acres to two parcels equaling 294.86 and 601.6 acres. The application will decrease the number of parcels from three parcels (APN 015-002-018; 031; 032) down to two with this proposed lot line adjustment.

Approval to Rescind Williamson Act Contracts No. 1972-0510 and 1972-0513, Located on Claribel Road, west of Waterford, Approval of New Contracts Pursuant to Minor Lot Line Adjustment 2010-31, C&DII and DLM Ranches LLC, and Authorization for the Director of Planning and Community Development to Execute New Contracts Page 3

The proposed parcels involved in the lot line request are currently enrolled in Williamson Act Contracts No. 1972-0510 and 1972-0513, and when the lot line is completed, both parcels will be enrolled in new contracts. The new contracts will be required to reflect the adjusted boundaries of the parcels. Pursuant to Section 51257 of the Government Code, Board approval is required for the rescission and simultaneous re-entry into the Williamson Act. 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 except as authorized under the County's implementation of SB 863.
- (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")

(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.

Approval to Rescind Williamson Act Contracts No. 1972-0510 and 1972-0513, Located on Claribel Road, west of Waterford, Approval of New Contracts Pursuant to Minor Lot Line Adjustment 2010-31, C&DII ad DLM Ranches LLC, and Authorization for the Director of Planning and Community Development to Execute New Contracts Page 4

- (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 applicants have provided written evidence to support the seven findings listed above, and staff agrees with that evidence. 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 parcel.

New Williamson Act contracts would typically come before the Board once a year, in December. 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. 1972-0510 and 1972-0513 upon recording. Because the provisions of SB863, adopted by the Board of Supervisors on November 9, 2010, have been rescinded for next year by the State Legislature (in SB80, signed into law in March of this year), the new contracts will revert back to 10-year terms instead of the current 9-year terms.

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. Thus, this action supports the Board's priority of A Strong Agricultural Economy/Heritage.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Kirk Ford, Planning & Community Development Director. Telephone: (209) 525-6330

ATTACHMENTS:

- 1. Lot Line Adjustment Application No. 2010-31
- 2. Lot Line Adjustment Approval Letter
- 3. Applicant's Statement of Findings
- 4. Map of Proposed Changes

(i:\planning\board of supervisors\lotlineadjustments\2010\davis & rossi\board report.doc)



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DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Parcel 2

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

SH2/114127 3 R 11
ZONE A-2-10
RECEIVED
APPLICATION NO. $L_1 h_2 O 10 - 3$
RECEIPT NO.

LOT LINE ADJUSTMENT APPLICATION

1. Property Owner(s):

Parcel 1

Name C&DII RANCH,LLC, a Itd.liability co Address, City, Zip	Name DLM RANCH,LLC, a ltd. liability co.
	Address, City, Zip
P.O. Box 1170 Waterford, Ca. 95386	P.O. Box 1170 Waterford, Ca. 95386
Phone (707) 227 6104	Phone (707) 227 6104
(707) 337-6104 Fax Number	(707) 337-6104 Fax Number
Fax Number	
Parcel 3	Parcel 4
Name DLM RANCH,LLC, a ltd. liability co.	Name
Address, City, Zip P.O. Box 1170 Waterford, Ca. 95386	Address, City, Zip
Phone (707) 337-6104	Phone
Fax Number	Fax Number
Modesto, Ca. 95355 Assessor's Parcel No. of parcels adjusted:	pen Survey Company Inc. 1121 Oakdale Rd. Suite 6
Parcel 1: Book_015_Page_002_No031_	Parcel 2: Book <u>015</u> Page <u>002</u> No. <u>018</u>
Parcel 3: Book_015_Page_002_No032_	Parcel 4: Book Page No
Size of all adjusted parcels: <u>Before</u>	After
Parcel 1: 260.5 Parcel 2: 535.53 Parcel 3: 100.43 Parcel 4:	Parcel 1: 294.86 Parcel 2: 601.6 Parcel 3: Zero Parcel 4:
Why are the lot lines being changed? BE SPECIFIC	Placing that portion of Parcel 3 north of Cashman creek
with Parcel 2 will that portion of land to be included i	in orchard development. The southern portion of Parcel 3
is currently involved in Almond Orchard. This adju	stment will allow the natural environment of Cashman creek

to remain in tact. This Adjustment adds acreage to agricultural production.

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

	 Residential Single Family Duplex Multiple Commercial Industrial Other (Specify) 	KI	I Tre □ Vin □ Rar □ Pas □ Pou □ Dai	es – typ es – typ nge (uni sture (irr ultry ry	- type be irrigated) rigated) Prep for Almonds
7.	List all structures on properties:				· · · · · · · · · · · · · · · · · · ·
8.	lying north of Cashman Creek,	was in Range Land.		n curren	t use? Parcel 2 and the part of Parcel 3
9.	When did current owner(s) acquerter Parcel 1: Parcel 3: _	2005	Par Par	rcel 2: _ rcel 4: _	2010
10.	What are the Williamson Act Co Parcel 1: Parcel 3:	ontract numbers? 72-510 72-510	Par Par	rcel 2: _ rcel 4: _	72-513
11.	Do the parcels irrigate?	Yes 🗆 No	If yes, how?	? <u>Priva</u>	te Wells with specialized systems
12.		-	-		ny physical changes in the irrigation of Parcel 3 that is adjusted and
13.	Signature of property owner(s)	Owner's Signature	Inc	\mathcal{D}	Da ind B Moreland Owner's Name Printed
		Owner's Signature			Owner's Name Printed
		Owner's Signature			Owner's Name Printed
		Owner's Signature			Owner's Name Printed

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT



1010 10 Street, Suite 3400, Modesto, CA 95354 Phone: 209.525-6330 Fax: 209.525.5911

January 25, 2011

Aspen Survey 1121 Oakdale Road, Suite 6 Modesto, CA 95355

SUBJECT: TENTATIVE APPROVAL OF LOT LINE ADJUSTMENT NO. 2010-31 C&DII & DLM RANCHES LLC

The Stanislaus County Department of Planning and Community Development, completed its consideration of your application on **January 25**, **2011**, 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 \$628.00, 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.

Bill Carlson Senior Planner

Enclosure

cc: C&DII Ranch LLC

DLM Ranches LLC

Project Description and Landowner Justification

This project is a lot line adjustment between Assessor's Parcel No. 015-002-018, 535.53 Acres, Owned by C &DII Ranch LLC, a limited liability company and Assessor's Parcels 015-002-031 & 032, 260.5 acres and 100.43 acres respectively, Owned by DLM Ranch LLC, a limited liability company. *Note: current assessment plat is incorrect. refer to record of survey Bk 29. Pg 51 for surveyed acreage.*

The portion of land on assessor's parcel 0015-200-032, lying north of Cashman creek, is approximately 20 feet lower than that portion south of Cashman creek. It is not feasible to build a bridge across Cashman Creek for farming access, nor is it feasible to pipe irrigation water across Cashman creek.

The north portion of parcel 015-002-032 (66.06 Acres) shall be adjusted and merged with parcel 015-002-018 to result in a single parcel of 601.6 acres. The south portion of parcel 015-002-032 (34.36 Acres) shall be adjusted and merged with parcel 015-002-031 to result in a 294.87 acre parcel.

Following approval of the lot line adjustment, existing Williamson Act contracts will be rescinded and simultaneously reentered pursuant to the adjusted boundaries in conformance with **Government code § 51257.** The new contracts will be in effect for a period of at least 10 years.

The current land contracts cover a total acreage of 896.47 ±acres. After the lot line adjustment, the contracts will cover 896.47±acres. There will be **NO** contract acres lost as a result of this adjustment.

100% of land under former contracts will remain under the new contracts.

Consistent with **Government code § 51222**, both resulting parcels will be over 40 acres after the lot line adjustment.

This lot line adjustment does not compromise the long-term agricultural productivity of either parcel. The parcel south of Cashman Creek, has been irrigated Orchard since 2005. The parcel north of Cashman Creek is currently being converted from range lands, to irrigated Orchard.

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.

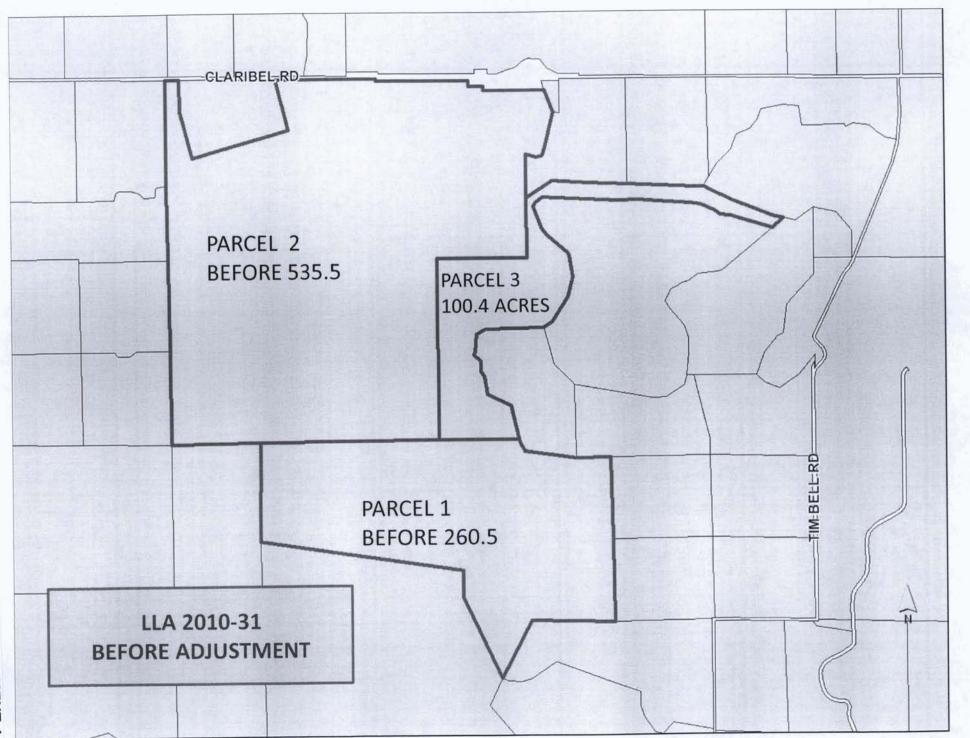
This lot line adjustment does not does not result in a greater number of parcels that previously existed. There were three existing parcels prior to this lot line adjustment. The Parcel that was involved with Cashman Creek, will be partitioned to result in two remaining parcels. The two parcels are consistent with the general plan.

This lot line adjustment is being done in recognition of the challenges presented by Cashman creek. The results of this adjustment, will avoid loss of farmland due to the inability of proper access, and irrigation to lands north of the creek. The adjustment will also protect Cashman creek from the possible construction of a bank damaging bridge.

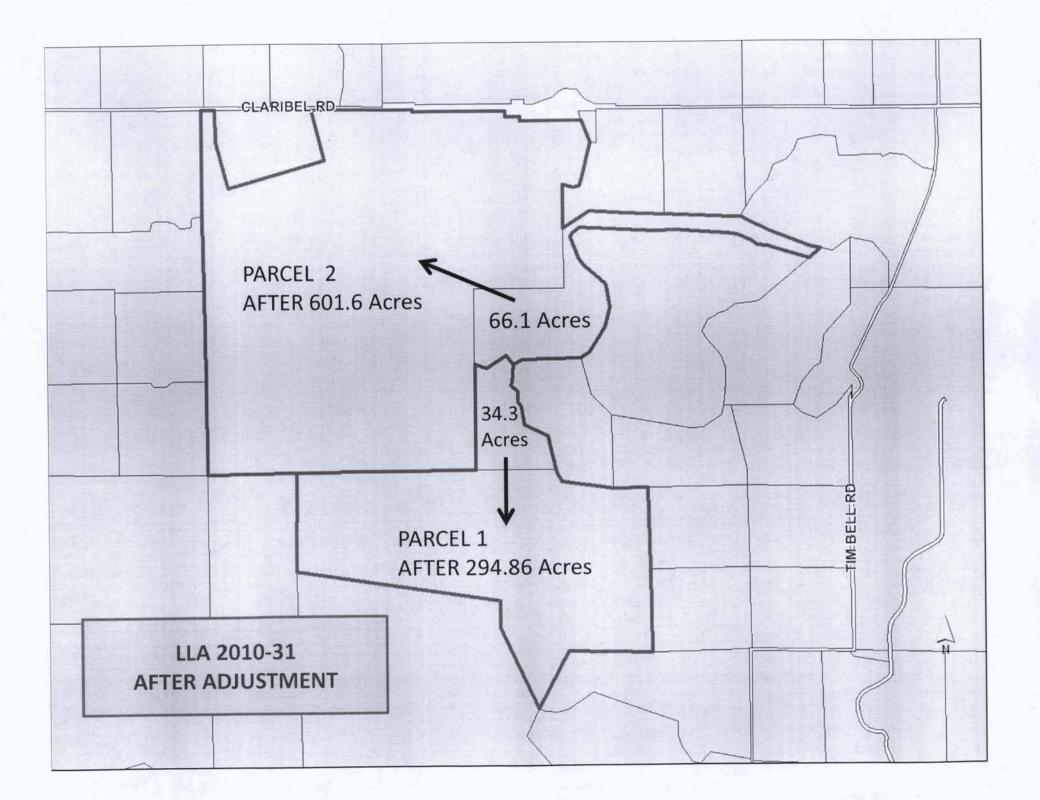
Signed: staing werker DI Rovel, LLE Mpostering **Property Owner**

Montaing member Dun Karkh, UC

Property Owner



ATTACHMENT 4





DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

1010 10TH Street, Suite 3400, Modesto, CA 95354 Phone: 209.525-6330 Fax: 209.525.5911

BUARD OF SUPERVISORS

2011 JUL - 6 P 2 39

DATE: July 5, 2011

- TO: Aspen Survey 1121 Oakdale Road, Suite 6 Modesto, CA 95355
- FROM: Bill Carlson, Senior Planner

SUBJECT: RECORDED COPY OF LOT LINE ADJUSTMENT NO. 2010-31; RECORDED COPY OF RESCISSION AND SIMULTANEOUS RE-ENTRY CALIFORNIA LAND CONSERVATION CONTRACT NO. - 2011-10 C&DII & DLM RANCHES LLC

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: C&DII Ranch LLC DLM Ranches LLC Board of Supervisor's Office Don Hosley, Assessor's Office

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I:\Planning\Lot Lines and Mergers\LLA\WAC RE RE & LLA- Notice of Recording Letters\2011\RE RE WAC 2011-10 and LLA 2010-31.wpd

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

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Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC- 2011-0048553-00 Acct 121-Planning. Friday, JUN 10, 2011 08:02:30 Ttl Pd \$68.00 Nbr-0003066946 LLP/R2/1-19

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 <u>January 25, 2011</u> approved the lot line adjustment herein described submitted under the name of <u>C&DII & DLM Ranches LLC</u> Lot Line Adjustment No. <u>2010-31</u> 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:

Bill Carlson, Senior Planner Stanislaus County Department of Planning and Community Development

<u>5/////</u>///

Date



CONDITIONS FOR LOT LINE ADJUSTMENT NO. 2010-31

C&DII & DLM RANCHES LLC

PLANNING DEPARTMENT

- 1. Following Staff approval, all parties of interest in the subject parcels, including security holders, shall sign a Certificate of Lot Line Adjustment.
- 2. A deed shall be prepared and recorded for all parcels which reflect the lot line adjustment.
- 3. A Record of Survey shall be filed if required by Section 8762 of the Business and Professions Code.
- 4. Because all parcels are currently covered by Williamson Act Contracts, all contracts must be rescinded and replaced with new contracts for the new parcels. The Board of Supervisors MUST approve the new contracts as Per Section 51257 of the Government Code:

To facilitate a lot line adjustment, 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. (Govt. Code §51222. ... 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)

(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.

CONDITIONS FOR LOT LINE ADJUSTMENT NO. 2010-31

C&DII & DLM RANCHES LLC

Page 2

(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.

You must provide written evidence to support the seven findings listed above.

NOTE:

A record of survey would be very helpful in documenting this lot line adjustment, to accommodate any future transaction involving your property

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LOT LINE NO. 2010-31

OWNERS:

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NAME (Print or type)	SIGNATURE (All to be notarized)	DATE	SIGNED AT (City)
DAVIL B. MORELAND MANAGING MEMBER	Dels Lo	48/11	MODETO CA
Divid B. MORRAND	DerleManler	48/11	MODESTO CA
MANJGING MEMBER CHOIL RANCH LLC			
SECURITY HOLDERS:			
NAME (Print or type)	(All to be notarized)	DATE	SIGNED AT (City)
Yosemite Land Bank, FLCA	Willin J. Kay	4/8/11	Merced, CA
William J. Ray			
Yosemite Production Credit,	PCA Willing Kay	4/8/11	Merced, CA
William J. Ray Assistant Branch Manager			
UMPQUA BANK		- 4/8/11	MODESTO CA.
VINCENT T. FLANDER	space 1 fermine	1	
•			

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of STIANISLAUS	}
On <u>4-8-2011</u> before me, <u>k</u>	Brithney Skyle Stone, Novery public Herd Insert Name and Title of the Officer
personally appeared <u>Downoi B.</u>	Morekinci Name(s) of Signer(s)
	who proved to me on the basis of satisfactor
	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.

BRITTNEY SKYE STONE	I certify under PENALTY OF PERJURY under the
O Notary Public-California	laws of the State of California that the foregoing
My Comm. Exp. JULY 19, 2014	paragraph is true and correct.
*****	WITNESS my hand and official seal.
	Signature: Kultney Day Stone
Place Notary Seal and/or Stamp Above	OPTIONAL
Though the information below is not require	ed by law, it may prove valuable to persons relying on the document noval and reattachment of this form to another document.
Description of Attached Document	
_	e of Lot Line Adjustment
Document Date: <u>XXXVAry</u> 25,2	Dil Number of Pages: _ D
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	
Corporate Officer — Title(s):	
Individual Individual Individual	HUMBPRINT Individual RIGHT THUMBPRINT SIGNER OF SIGNER
,	humb here Dertner — Limited Deneral Top of thumb here
Attorney in Fact	Attorney in Fact
Guardian or Conservator	Guardian or Conservator
□ Other:	□ Other:
Signer la Depresenting:	Signer le Popresenting:
	Signer Is Representing:
Signer Is Representing:	

State of California County of Merce 2011 indsly m On HDVI before me, EIXEINZ, a notary public, personally appeared William く ar 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.

1 Jenena Signature



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
County of STANISLAUS	}
On <u>4-8-2011</u> before me, <u>F</u>	Britting Stong notor , Dibir
	Brithney Skyr Stone notary public Here Insert Name and Title of the Officer
personally appeared <u>Nincent</u> t	FLANdErS Name(s) of Signer(s)
	· · · · · · · · · · · · · · · · · · ·
	who proved to me on the basis of satisfactor evidence to be the person(s) whose name(s) is/are
	subscribed to the within instrument and acknowledge
	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.
BRITTNEY SKYE STONE COMM. #1896094	Lootify under DENALTY OF DED ULDV under the
Notary Public-Celifornia	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
My Comm. Exp. JULY 19, 2014	paragraph is true and correct.
	WITNESS my hand and official seal.
	2. B. T. Gran Norra Norra O
Place Notary Seal and/or Stamp Above	
	DPTIONAL
	oval and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document: Certificate	
Document Date: January 25, 201	Number of Pages: <u>A</u>
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	
Corporate Officer — Title(s):	
Individual RIGHT THU	UMBPRINT Individual RIGHT THUMBPRINT GNER OF SIGNER
Partner — Limited General Top of thu	
Attorney in Fact	Attorney in Fact
Guardian or Conservator Conservator	Guardian or Conservator Other:
□ Other:	□ Other:
Signer Is Representing:	Signer Is Representing:
	[

EXHIBIT "A" PARCEL 1

The land referred to is situated in the unincorporated area of the County of Stanislaus, State of California, and is described as follows:

Parcel No. 1:

That portion of Sections 11 and 12 in Township 3 South, Range 11 East, Mount Diablo Base and Meridian, particularly described as: Beginning at the Section corner common to Sections 1, 2, 11 and 12 in said Township and Range; thence West 20 Chains; thence South along West line of East half of the Northeast Quarter of said Section 11, a distance of 22 Chains; thence South 81-½ Degrees East 46 Chains; thence South 6 Chains to a post set in the ground at the head of a Ravine; thence along the center line of said Ravine in a Southeasterly direction to its juncture with the center line of Dry Creek; thence North 32 Degrees East upstream along the middle of Dry Creek a distance of 14 Chains to the intersection of said line with the South line of the Northeast Quarter of said Section 12; thence East along the South line of the Northeast Quarter of said Section 12 to the East line of said Section 12; thence West (along the North line of said Section 12) 80 Chains to the point of beginning.

Excepting therefrom a 1 acre Parcel for a grave yard at or near the place used as a burial ground as excepted in the Deed from J.D. Young, et al., recorded October 2, 1913 in Book 191 of Deeds at Page 366, Stanislaus County records.

Excepting therefrom a strip of land 30 feet in width on the Western boundary of said land for Highway as excepted in the Deed from J.D. Young, et al., recorded October 2, 1913 in Book 191 of Deeds at Page 366, Stanislaus County Records.

Excepting therefrom an undivided Fifty percent (50%) interest in and to the minerals, including without limiting the generality of such term, oil, gas, helium, uranium and all other natural elements, metals compounds and substance except soil, sand and gravel and appurtenant rights thereof, as reserved by Aetna Life Insurance Company, a corporation in Deed recorded November 4, 1988, as Instrument No. 76296, Stanislaus County Records, being a re-recording of the original Deed recorded October 10, 1988, as Instrument No. 069552.

APN: 015-002-031

Approved as to deed transcription:



EXHIBIT "A" PARCEL 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED UNINCORPORATED AREA OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

The East half of Section 2, Township 3 South, Range 11 East, Mount Diablo Base and Meridian; and the fractional Northwest quarter and the West half of the Southwest quarter of Section 1, Township 3 South, Range 11 East, Mount Diablo Base and Meridian.

Also that portion or the Northeast quarter of said Section 1, described as follows:

Beginning at the Northwest corner of the Northeast quarter of Section 1, running thence South, 17.23 chains; thence South 80 ½° East, 2.10 chains; thence North 74 ¾° East, 1.44 chains; thence North 29° East, 1.12 chains; thence North 13 ¾° East, 8.50 chains; thence North 20 ¼° West, 8.57 chains; thence West, 3.09 chains to the place of beginning.

Excepting therefrom Parcel "A", as per Parcel Map filed for record April 25, 1979, in Volume 28 of Parcel Maps, at Page 114, Stanislaus County Records.

Also excepting therefrom all that portion conveyed to the County of Stanislaus, a political corporation, as set forth in that Grant Deed recorded September 27, 1991 as Instrument No. 074805, Stanislaus County Records.

APN: 015-002-018-000

Approved as to deed transcription:

LAND SU DAVID LEE HARRIS Narch 9, 2011 NO. 5443 FOF CALIFO

EXHIBIT A PARCEL 3

The South half of the Northeast Quarter; the East half of the Southwest Quarter and all of the Southeast Quarter of Section 1, Township 3 South, Range 11 East, Mount Diablo Base and Meridian; the Southwest Quarter of the Northwest Quarter of Section 6; the West half of the Southwest Quarter of Section 6, the West half of the Northwest Quarter of Section 7, Township 3 South, Range 12 East, Mount Diablo Base and Meridian.

Excepting therefrom the portion thereof described in Deed from Adeline Bell to Frances A. Parker recorded January 16, 1893 in Volume 54 of Deeds, at Page 164, Stanislaus County Records; said portions being particularly described as:

All that portion of the South half of the Northeast Quarter of Section 1, Township 3, South, Range 11 East, and also that portion the Southwest Quarter of the Northwest Quarter of Section 6, Township 3 South, Range 12 East, Mount Diablo Base and Meridian Bounded by a line described as follows:

Commencing at the quarter quarter corner in the center of the Northwest quarter of said Section 6, Township and Range aforesaid; thence South 8.85 Chains to a stake on the North Bank of Dry Creek; thence South 54 Degrees West 5.00 Chains; thence North 77 Degrees West 5.25 Chains; thence North 70 Degrees West 9.47 Chains; thence North 64 Degrees West 6.12 Chains; thence North 78 Degrees West 3.38 Chains; thence North 85-½ Degrees West 4.89 Chains; thence North 87-½ Degrees West 18.33 Chains; thence North 88 Degrees West 8.00 Chains; thence South 49 Degrees West 7.73 Chains; thence North 8.38 Chains; thence East 63.25 Chains to the place of beginning; and

Excepting all that certain other Parcel of land situate in the Southwest Quarter of Section 6, Township 3 South, Range 12 East, Mount Diablo Base and Meridian, Bounded by a line described as follows:

Commencing on the quarter quarter Section line in the West half of said Section 6, in Township and Range last aforesaid, 23.65 Chains South of the quarter quarter corner in the center of the Northwest Quarter of said Section 6; thence South 41-½ Degrees West 9.00 Chains; thence South 6-½ Degrees West 6.41 Chains; thence South 61 Degrees West 1.50 Chains; thence South 38 degrees West 4.55 Chains; thence South 19 Degrees West 5.30 Chains; thence South 49 Degrees East 2.38 Chains; thence South 72 Degrees East 3.53 Chains; thence North 56-½ Degrees East 5.16 Chains; thence North 34 Degrees East 5.75 Chains to the quarter quarter Section line; thence North along said quarter quarter line to the place of commencement.

Also excepting therefrom a strip of land running North and South, described in Deed from Adeline Bell to Emma E. Fagan recorded March 29, 1893 in Volume 54 of Deeds, at Page 296, as follows:

Commencing at a point distant 15 feet West of the quarter quarter section corner on the line between the Northwest quarter and Southwest quarter of Section 7, Township 3 South, Range 12 East, Mount Diablo Base and Meridian, running thence West 40 feet; thence at right angles North one-half mile to the line between Sections 6 and 7, township and range aforesaid, thence North in the Southwest quarter of Section 6, 1,034 feet; thence in a Northeasterly direction following the course of the South Bank of Dry Creek to a point distant 3,761-½ feet North of the point of commencement; thence in a Southerly direction a little East of the South course to a point 9 feet West of the quarter quarter section corner on the line between the Southwest quarter of Section 6 and the Northwest quarter of Section 7, Township and Range aforesaid; thence in a Southeasterly direction a little West of South to the point of commencement.

Also excepting therefrom an undivided fifty percent (50%) intrest in and to the minerals, including without limiting the generality of such term, oil, gas, casinghead gas, coal lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, metals, compounds and substance except soil, sand and gravel and appurtenant rights thereof, as reserved by Aetna Life Insurance Company, a corporation, in Deed recorded November 4, 1988, as Instrument No. 76296, Stanislaus County Records, being a re-recording of the original Deed recorded October 10, 1988, as Instrument No. 069552.

Excepting therefrom Lots 1 through 4, per Map filed December 03, 2003 in Volume 52 of Parcel Maps, at Page 57, Stanislaus County Records.

Also excepting therefrom Lots 1 through 5, per Map filed July 16, 2004 in Volume 53 of Parcel Maps, at Page 1, Stanislaus County Records.

APN: 015-005-032

Approved as to deed transcription:

LAND SUL DAVID LEE HARRIS NO. 5463 March 9, Zou

EXHIBIT "B" PARCEL 1 LLA 2010-31

Being a portion of the Unsurveyed Remainder Parcel as shown that certain map filed for record July 16, 2004 in Book 53 of Parcel Maps, at Page 1, Stanislaus County records, said portion being described as follows;

That portion of Sections 11, 12 and the East half of the Southwest guarter of Section 1 in Township 3 South, Range 11 East, Mount Diablo Base and Meridian, particularly described as: Beginning at the Section corner common to Sections 1, 2, 11 and 12 in said Township and Range; thence South 89°51'32" West 1319.81 feet to the Northwest Corner of the East half of the Northeast guarter of Section 11; thence South 01°08'56" East along the West line of said East half of the Northeast quarter of said Section 11, a distance of 1452.00 feet; thence South 78°27'40" East, 3034.04 feet; thence South 07°51'44" East, 1056.00 feet to the head of a Ravine; thence meandering along the center line of said Ravine in a South 54°26'02" Easterly direction, 609.86 feet to its juncture with the center line of Dry Creek; thence North 30°49'33" East upstream along the middle of Dry Creek a distance of 1023.19 feet to the intersection of said line with the South line of the Northeast Quarter of said Section 12; thence North 88°59'52" East, 1050.96 feet along said South line to the Southwest corner of Parcel 5 as shown on said Book 53 of Parcel Maps, page 1; thence North 00°59'53" West along the West line of said Parcel 5 and also Parcel 4 of said Parcel Map, a distance of 2389.48 feet to the Northwest corner of said Parcel 4 and the South line of Parcel 3 also of said Parcel Map; thence South 88°55'43"West along said South line of said Parcel 3 a distance of 500.00 feet to the south corner common to Parcels 3 and 2 of said Parcel Map; thence following the Westerly line of said Parcel 2 the following 12 courses and distances;

- 1. North 82°48'52" West, 753.83 feet;
- 2. North 27°44'02" West, 157.03 feet;
- 3. North 12°30'14" West, 545.62 feet;
- 4. North 65°22'48" West, 379.74 feet;
- 5. North 05°55'53" West, 75.22 feet;
- 6. North 12°37'45" West, 180.17 feet;
- 7. North 31°11'16" West, 90.74 feet;
- 8. North 01°33'08" West, 150.12 feet;
- 9. North 49°03'31" West, 132.73 feet;
- 10. North 23°48'14" East, 51.63 feet;
- 11. North 04°51'19" East, 256.06 feet;

12.North 61°07'14" East, 41.17 feet to a point at the intersection of the centerline of Cashman Creek and said Westerly line of Parcel 2; thence Westerly along the center of said Cashman Creek the following 7 courses and distances;

1. North 02°18' East, 193 feet more or less to a large bend in the Creek thence;

- 2. North 51°03' West, 78 feet;
- 3. South 88°34' West, 96 feet;
- 4. South 83°03' West, 56 feet;
- 5. South 79°34' West, 302 feet;
- 6. South 74°56' West, 88 feet;

7. North 64°18' West, 76 feet to a point on the West line of the East half of the Southwest quarter of said Section 1 which bears South 00°56'52" East, 859.50 feet from the Northwest corner of said East half; thence continue along said West line, South 00°56'52" East, 1789.41 feet to the North line of said Section 12; thence South 88°55'43" West, 1326.78 feet to the Point of Beginning.

Excepting therefrom a 1 acre Parcel for a grave yard at or near the place used as a burial ground as excepted in the Deed from J.D. Young, et al., recorded October 2, 1913 in Book 191 of Deeds at Page 366, Stanislaus County records.

Excepting therefrom a strip of land 30 feet in width on the Western boundary of said land for Highway as excepted in the Deed from J.D. Young, et al., recorded October 2, 1913 in Book 191 of Deeds at Page 366, Stanislaus County Records.

Excepting therefrom an undivided Fifty percent (50%) interest in and to the minerals, including without limiting the generality of such term, oil, gas, helium, uranium and all other natural elements, metals compounds and substance except soil, sand and gravel and appurtenant rights thereof, as reserved by Aetna Life Insurance Company, a corporation in Deed recorded November 4, 1988, as Instrument No. 76296, Stanislaus County Records, being a re-recording of the original Deed recorded October 10, 1988, as Instrument No. 069552.

The above parcel being also subject to all easements, reservations and rights-of-way of record.

APN: 015-002-031 and a portion of APN 015-002-032



EXHIBIT "B" PARCEL 2 LLA 2010-31

The "Remainder Parcel" as shown on that certain Parcel Map filed for record April 25, 1979, in Book 28 of Parcel Maps, at page 114, Stanislaus County Records also being described as follows;

The East half of Section 2, Township 3 South, Range 11 East, Mount Diablo Meridian; and the fractional Northwest quarter and the West half of the Southwest quarter of Section 1, Township 3 South, Range 11 East, Mount Diablo Meridian.

Also that portion or the Northeast quarter of said Section 1, described as follows:

Beginning at the Northwest corner of the Northeast quarter of Section 1, running thence South along the quarter quarter line, 1137.18 feet to the Westerly line of Parcel "B" as shown on that certain Parcel Map filed for record June 8, 1970, in Book 9 of Parcel Maps, at Page 11, Stanislaus County Records; thence following said Westerly line of Parcel "B" South 80°30' East, 138.60 feet; thence North 74°45' East, 95.04 feet; thence North 29°00' East, 73.92 feet; thence North 13°45' East, 561 feet to the Southwest corner of Parcel "A" as shown on said Parcel Map; thence along the Westerly line of said Parcel 2, North 20°13'10" West, 560.02 feet to the North line of said Section 1; thence West, 203.94 feet to the Point of Beginning.

Excepting therefrom Parcel "A", as per Parcel Map filed for record April 25, 1979, in Volume 28 of Parcel Maps, at Page 114, Stanislaus County Records.

Also excepting therefrom all that portion conveyed to the County of Stanislaus, a political corporation, as set forth in that Grant Deed recorded September 27, 1991 as Instrument No. 074805, Stanislaus County Records.

Together with:

Those portions lying in the East half of the Southwest quarter, the Southeast quarter and the South half of the Northeast quarter of Section 1, Township 3 South, Range 11 East, Mount Diablo Meridian and the Southwest quarter of the Northwest quarter of Section 6, Township 3 South, Range 12 East, Mound Diablo Meridian, described as follows:

Beginning at the Northwest corner of the East half of the Southwest quarter of said Section1; thence along the quarter quarter line South 0° 56' 52" East, 859.5 feet to the centerline of Cashman Creek; thence Easterly along the centerline of Cashman Creek the following 7 courses and distances:

- 1. South 64° 18' East, 76 feet
- 2. North 74° 56' East, 88 feet
- 3. North 79° 34' East, 302 feet
- 4. North 83° 03' East, 56 feet
- 5. North 88° 34' East, 96 feet
- 6. South 51° 03' East, 78 feet to a bend in said creek; thence
- 7. South 02° 18' West, 193 feet more or less to the Northerly line of Parcel 2 as shown on

that certain Parcel Map filed for record July 16, 2004 in Book 53 of Parcel Maps, at Page 01, Stanislaus County Records; thence along said Northerly line of Parcel 2 and the Westerly and Northerly lines of Parcel 1 of said Parcel Map, the following 23 courses and distances:

1. North 61° 07' 14" East, 108.74 feet 2. North 88° 02' 10" East, 858.30 feet 3. North 55° 53' 33" East, 144.51 feet 4. North 33° 21' 49" East, 434.16 feet 5. North 12° 25' 51" East, 294.96 feet 6. North 08° 51' 23" West, 319.03 feet 7. North 26° 09' 26" West, 50.16 feet 8. North 49° 28' 58" West, 369.93 feet 9. North 40° 22' 44" West, 135.05 feet 10. North 21° 35' 47" West, 342.28 feet 11. North 30° 30' 06" East, 81.57 feet 12. North 55° 32' 09" East, 117.38 feet 13. South 89° 03' 08" East, 213.51 feet 14. South 87° 24' 38" East, 878.36 feet 15. North 87° 48' 43" East, 320.34 feet 16. South 84° 57' 19 East, 260.35 feet 17. South 87° 25' 11" East, 477.12 feet 18. South 81° 18' 54" East, 161.53 feet 19. South 67° 42' 19" East, 226.10 feet 20. South 52° 58' 01" East, 105.42 feet 21. South 85° 13' 57" East, 134.41 feet 22. South 72° 39' 23" East, 319.01 feet

23. South 80° 12' 39" East, 288.98 feet to the Westerly line of Parcel 4 as shown on that certain Parcel Map filed for record December 3, 2003, in Book 52 of Parcel Maps, at Page 57, Stanislaus County Records; thence along said Westerly line of Parcel 4, North 47° 00' 09" East, 150.50 feet to a point on the Southerly line of a portion of land described in deed from Adeline Bell to Francis A. Parker, recorded January 16, 1893, in Volume 54 of Deeds, at Page 164, Stanislaus County Records; thence along said Southerly line the following 7 courses and distances (as particularly shown on that certain map filed for record January 6, 2006 in Book 29 of Surveys, at Page 51, Stanislaus County Records;

- 1. North 77° 56' 16" West, 166.87 feet
- 2. North 70° 56' 16" West, 625.02 feet
- 3. North 65° 05' 34" West, 378.59 feet
- 4. North 78° 18' 14" West, 230.44 feet
- 5. North 85° 48' 14" West, 322.60 feet
- 6. North 87° 45' 29" West, 1209.84 feet (on a single course per deed)

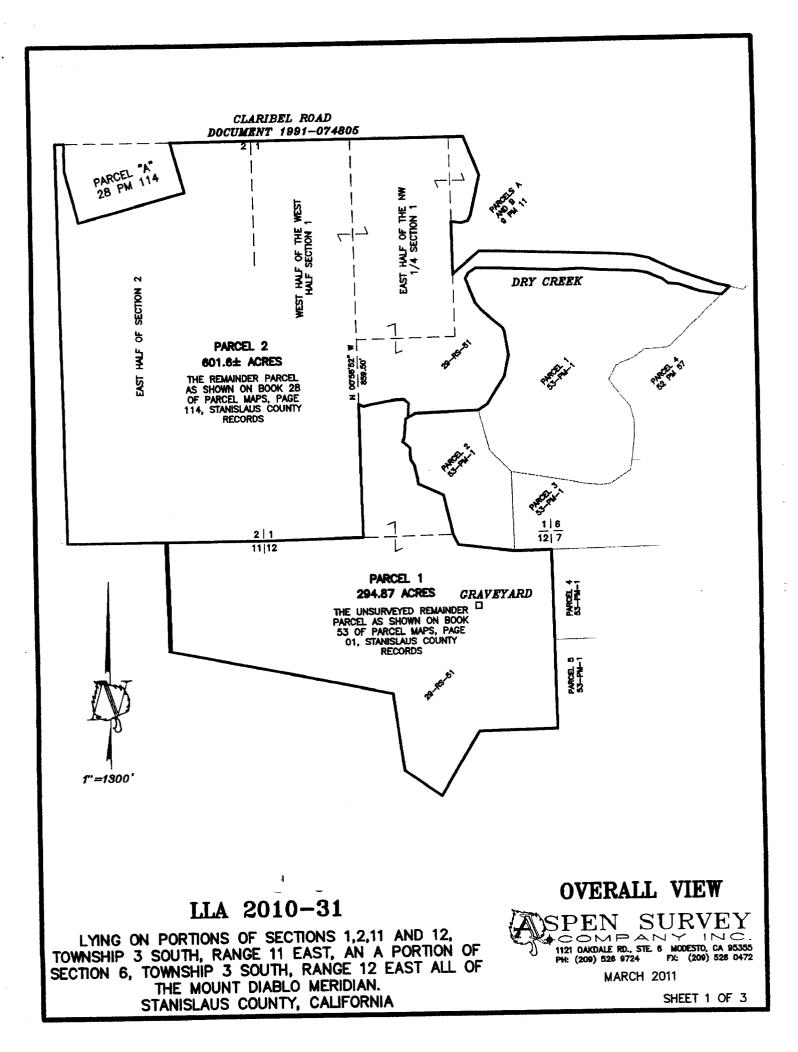
7. North 88° 13' 54" West, 528.41 feet; thence South 48° 46' 06" West, 476.79 feet to the West line of the Northeast quarter of said Section 1; thence South 01° 00' 32" East along said West line 819.30 feet to the center quarter corner of said Section 1; thence along the West – East quarter line of Section 1, South 89° 03' 34" West, 1323.96 feet to the Northwest corner of the East half of the Southwest quarter of Section 1 and the point of beginning.

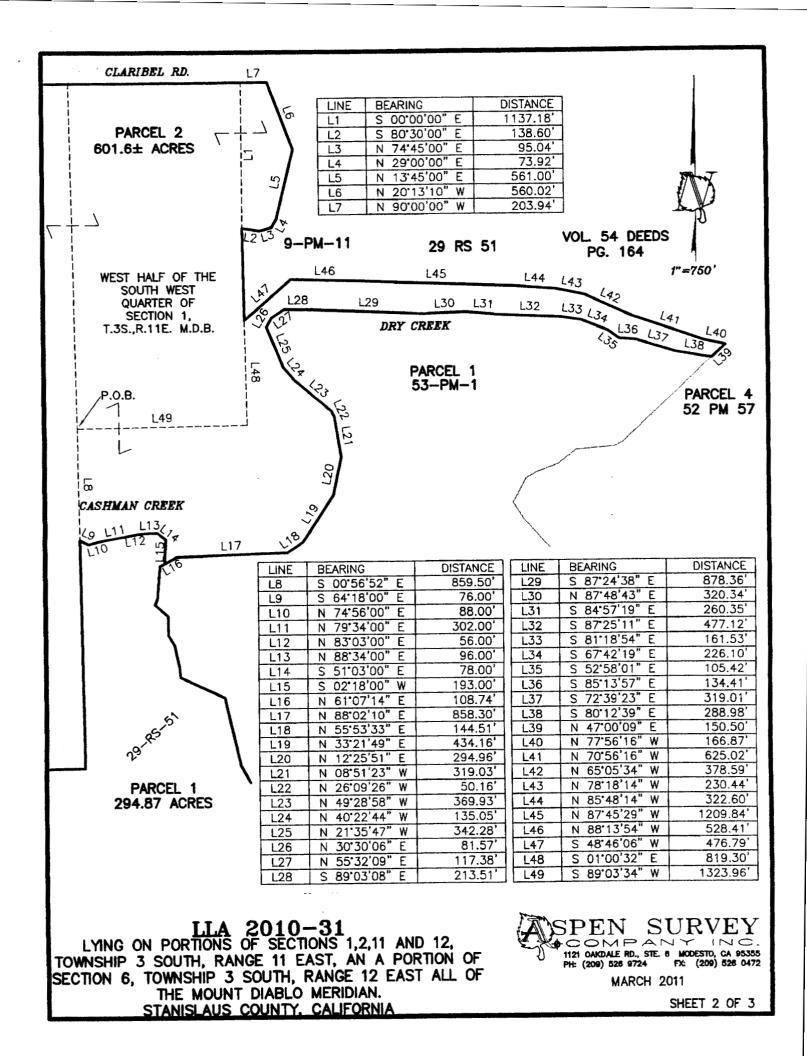
Also excepting therefrom an undivided fifty percent (50%) interest in and to the minerals, including without limiting the generality of such term, oil, gas, casinghead gas, coal lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, metals, compounds and substance except soil, sand and gravel and appurtenant rights thereof, as reserved by Aetna Life Insurance Company, a corporation, in Deed recorded November 4, 1988, as Instrument No. 76296, Stanislaus County Records, being a re-recording of the original Deed recorded October 10, 1988, as Instrument No. 069552. (affects that portion formerly shown on APN 015-002-032)

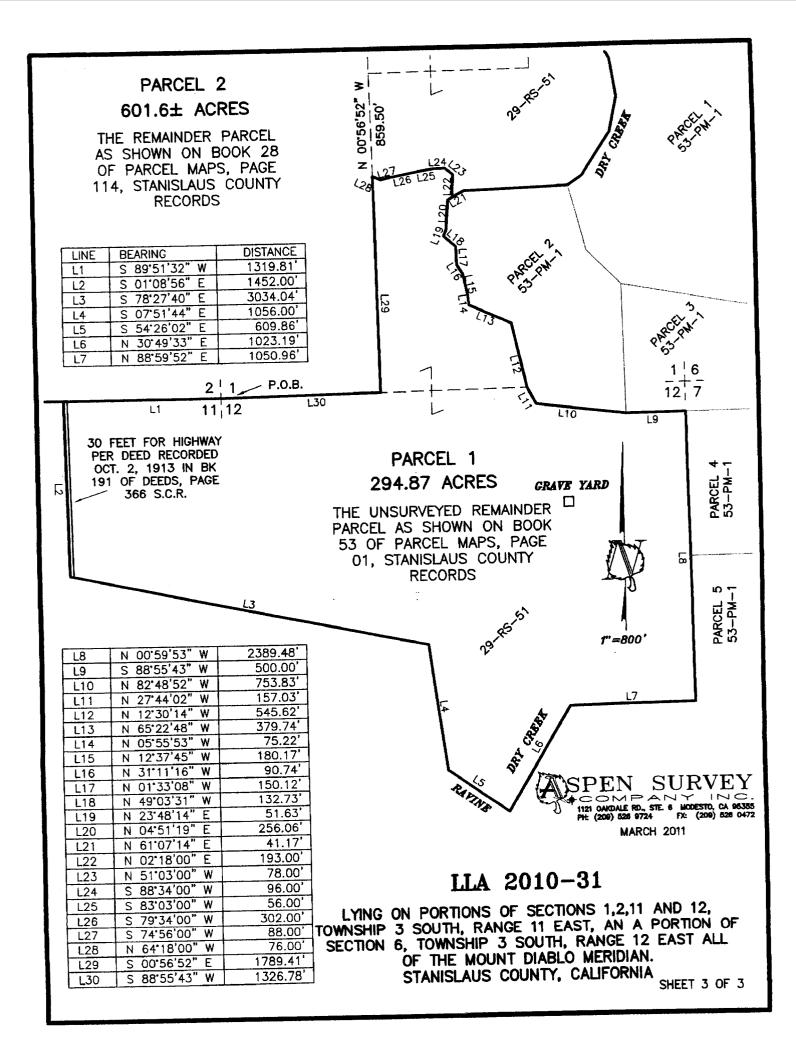
The above parcel being also subject to all easements, reservations and rights-of-way of record.

APN: 015-002-018 and a portion of APN 015-002-032

ANG-BAYID LEE HARRIS NO. 6443 lar. 10, 2011 OF CRI







WHEN RECORDED RETURN TO STANISLAUS COUNTY PLANNING DEPARTMENT

NOTICE OF RESCISSION AND SIMULTANEOUS RE-ENTRY INTO CALIFORNIA LAND CONSERVATION CONTRACT NO. <u>2011-10</u>

	Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC— 2011—0048554—00 Friday, JUN 10, 2011 08:02:48 Itl Pd \$0.00 Nbr-0003066947 LLP/R2/2-14
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THIS NOTICE OF RESCISSION AND CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into <u>May 10, 2011</u>, 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:	David Moreland	
		P.O. Box 1170	<u> </u>
		Waterford, CA 95386	
(16)	Owner desires to place the fo	bllowing parcels of real proper	ty under Contract:
	SSORS EL NUMBER	ACREAGE	SITUS ADDRESS (If none, please provide Legal Description)
015-0	02-031	294.87±	Exhibit B Parcel 1
<u>015-0</u>	02-032 (portion)		
<u></u>			

Pursuant to Stanislaus County Board of Supervisors Resolution No. <u>2011-284</u>, relating to Lot Line Adjustment No. <u>2010-31</u> as authorized by Govt. Code § 51257, California Land Conservation Contract Nos. <u>1972-0510 & 1972-0513</u> 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.

NOTICE OF RESCISSION AND SIMULTANEOUS RE-ENTRY INTO CALIFORNIA LAND CONSERVATION CONTRACT Page 2

(18) The effective date of this Contract shall be date of recording.

,

(19) Uses on the subject property are limited to those specifically described in Chapter 21.20 of the Stanislaus County Code - General Agriculture District (A-2), as effective each year upon renewal of the contract, which is herein incorporated by reference.

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

OWNER(S) NAME	SIGNATURE	DATE	SIGNED AT
(print or type)	(all to be notarized)	O(1 1 1)	(city)
Loud More and	- Lawalla	L 4/2/11	Mediste (A
managing member CEDITIRAL	LLC		
David Moreland	Doubtler	Q=0 4/2/1	Modesto CA
Dim Canch			
<u>Den ennen u</u>			
	ey		
SECURITY HOLDERS:			
NAME	SIGNATURE	DATE	SIGNED AT
(print or type)	(all to be notarized)	11	(city)
ANTER - FLAG	The IT I	4/21/11	MODESTO
VINCENT T. FLAN Vice President	the fing I for	at form	11000000
ALCE HESICIENT			· · · · · · · · · · · · · · · · · · ·
WILLIAM J. RAY	Willia Ray	<u> </u>	Merced
WILLIAM J. RAY Assistant Branch Mai	nazev 0		
	$i\Omega$ Ω	Alarles	
WILLIAM J. RAY	Willia J. Kay	4/21/11	Merced
	- 0		

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

Date

Chairman, Board of Supervisors Kirk Ford for Dick Monteith

I:\Pianning\Lot Lines and Mergers\LLA\TENT APPROVAL.LL WITH RE RE WILLYACT LETTERS\2010\LLA 2010-31 & RE RE WAC - C&DII & DLM Ranches LLC.wpd

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

,

CIVIL CODE § 1189

County of MUDAUD	}
on ADN 21, 2011 before me, 5	navla Emken, Notary
$On \underline{Drift of 10011}$ before the, \underline{D}	Here Insert Name and Title of the Officer
personally appeared//////	MARCIANA VINCENTIFIANALIS
	,
SHAYLA N. EMKEN COMM. # 1767656 NOTARY PUBLIC-CALIFORNIA PLACER COUNTY MY COMM. EXP. SEPT. 27, 2011	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) stars subscribed to the within instrument and acknowledged to me that he/she/they executed the same in hig/her/their authorized capacity(ics), 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:
Place Notary Seal Above	PTIONAL
Though the information below is not required and could prevent fraudulent remo	by law, it may prove valuable to persons relying on the document val and reattachment of this form to another document.
Description of Attached Document	Art NOMO
Title or Type of Document:	
Title or Type of Document:	Number of Pages:
Document Date:	

State of California)
State of California) County of <u>Neicect</u>)
On april 21, 2011 before me, Heur R. Kanacholo, a notary public,
On <u>Ufful Light before me</u> , <u>I Pelly A Rangeholo</u> , a notary public,
personally appeared
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,

(his/her/their signature(s) on the instrument the person(s), or the entity 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 <u>Hully R. Kanachd</u>



EXHIBIT "A" PARCEL 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED UNINCORPORATED AREA OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

The East half of Section 2, Township 3 South, Range 11 East, Mount Diablo Base and Meridian; and the fractional Northwest quarter and the West half of the Southwest quarter of Section 1, Township 3 South, Range 11 East, Mount Diablo Base and Meridian.

Also that portion or the Northeast quarter of said Section 1, described as follows:

Beginning at the Northwest corner of the Northeast quarter of Section 1, running thence South, 17.23 chains; thence South 80 ½° East, 2.10 chains; thence North 74 ¾° East, 1.44 chains; thence North 29° East, 1.12 chains; thence North 13 ¾° East, 8.50 chains; thence North 20 ¼° West, 8.57 chains; thence West, 3.09 chains to the place of beginning.

Excepting therefrom Parcel "A", as per Parcel Map filed for record April 25, 1979, in Volume 28 of Parcel Maps, at Page 114, Stanislaus County Records.

Also excepting therefrom all that portion conveyed to the County of Stanislaus, a political corporation, as set forth in that Grant Deed recorded September 27, 1991 as Instrument No. 074805, Stanislaus County Records.

APN: 015-002-018-000

Approved as to deed transcription:

AND SURV DAVID LEE HARRIS 12 March 9, 2011 NO. 5443 OF CALIFOR

EXHIBIT A PARCEL 3

The South half of the Northeast Quarter; the East half of the Southwest Quarter and all of the Southeast Quarter of Section 1, Township 3 South, Range 11 East, Mount Diablo Base and Meridian; the Southwest Quarter of the Northwest Quarter of Section 6; the West half of the Southwest Quarter of Section 6, the West half of the Northwest Quarter of Section 7, Township 3 South, Range 12 East, Mount Diablo Base and Meridian.

Excepting therefrom the portion thereof described in Deed from Adeline Bell to Frances A. Parker recorded January 16, 1893 in Volume 54 of Deeds, at Page 164, Stanislaus County Records; said portions being particularly described as:

All that portion of the South half of the Northeast Quarter of Section 1, Township 3, South, Range 11 East, and also that portion the Southwest Quarter of the Northwest Quarter of Section 6, Township 3 South, Range 12 East, Mount Diablo Base and Meridian Bounded by a line described as follows:

Commencing at the quarter quarter corner in the center of the Northwest quarter of said Section 6, Township and Range aforesaid; thence South 8.85 Chains to a stake on the North Bank of Dry Creek; thence South 54 Degrees West 5.00 Chains; thence North 77 Degrees West 5.25 Chains; thence North 70 Degrees West 9.47 Chains; thence North 64 Degrees West 6.12 Chains; thence North 78 Degrees West 3.38 Chains; thence North 85-1/₂ Degrees West 4.89 Chains; thence North 87-1/₂ Degrees West 18.33 Chains; thence North 88 Degrees West 8.00 Chains; thence South 49 Degrees West 7.73 Chains; thence North 8.38 Chains; thence East 63.25 Chains to the place of beginning; and

Excepting all that certain other Parcel of land situate in the Southwest Quarter of Section 6, Township 3 South, Range 12 East, Mount Diablo Base and Meridian, Bounded by a line described as follows:

Commencing on the quarter quarter Section line in the West half of said Section 6, in Township and Range last aforesaid, 23.65 Chains South of the quarter quarter corner in the center of the Northwest Quarter of said Section 6; thence South 41-½ Degrees West 9.00 Chains; thence South 6-½ Degrees West 6.41 Chains; thence South 61 Degrees West 1.50 Chains; thence South 38 degrees West 4.55 Chains; thence South 19 Degrees West 5.30 Chains; thence South 49 Degrees East 2.38 Chains; thence South 72 Degrees East 3.53 Chains; thence North 56-½ Degrees East 5.16 Chains; thence North 34 Degrees East 5.75 Chains to the quarter quarter Section line; thence North along said quarter quarter line to the place of commencement.

Also excepting therefrom a strip of land running North and South, described in Deed from Adeline Bell to Emma E. Fagan recorded March 29, 1893 in Volume 54 of Deeds, at Page 296, as follows:

Commencing at a point distant 15 feet West of the quarter quarter section corner on the line between the Northwest quarter and Southwest quarter of Section 7, Township 3 South, Range 12 East, Mount Diablo Base and Meridian, running thence West 40 feet; thence at right angles North one-half mile to the line between Sections 6 and 7, township and range aforesaid, thence North in the Southwest quarter of Section 6, 1,034 feet; thence in a Northeasterly direction following the course of the South Bank of Dry Creek to a point distant 3,761-½ feet North of the point of commencement; thence in a Southerly direction a little East of the South course to a point 9 feet West of the quarter quarter section corner on the line between the Southwest quarter of Section 6 and the Northwest quarter of Section 7, Township and Range aforesaid; thence in a Southeasterly direction a little West of South to the point of commencement.

Also excepting therefrom an undivided fifty percent (50%) intrest in and to the minerals, including without limiting the generality of such term, oil, gas, casinghead gas, coal lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, metals, compounds and substance except soil, sand and gravel and appurtenant rights thereof, as reserved by Aetna Life Insurance Company, a corporation, in Deed recorded November 4, 1988, as Instrument No. 76296, Stanislaus County Records, being a re-recording of the original Deed recorded October 10, 1988, as Instrument No. 069552.

Excepting therefrom Lots 1 through 4, per Map filed December 03, 2003 in Volume 52 of Parcel Maps, at Page 57, Stanislaus County Records.

Also excepting therefrom Lots 1 through 5, per Map filed July 16, 2004 in Volume 53 of Parcel Maps, at Page 1, Stanislaus County Records.

APN: 015-005-032

Approved as to deed transcription:

SED LAND SUD DAVID LEE HARRIS 110, 5443 March 9, Zou

EXHIBIT "B" PARCEL 2 LLA 2010-31

The "Remainder Parcel" as shown on that certain Parcel Map filed for record April 25, 1979, in Book 28 of Parcel Maps, at page 114, Stanislaus County Records also being described as follows;

The East half of Section 2, Township 3 South, Range 11 East, Mount Diablo Meridian; and the fractional Northwest quarter and the West half of the Southwest quarter of Section 1, Township 3 South, Range 11 East, Mount Diablo Meridian.

Also that portion or the Northeast quarter of said Section 1, described as follows:

Beginning at the Northwest corner of the Northeast quarter of Section 1, running thence South along the quarter quarter line, 1137.18 feet to the Westerly line of Parcel "B" as shown on that certain Parcel Map filed for record June 8, 1970, in Book 9 of Parcel Maps, at Page 11, Stanislaus County Records; thence following said Westerly line of Parcel "B" South 80°30' East, 138.60 feet; thence North 74°45' East, 95.04 feet; thence North 29°00' East, 73.92 feet; thence North 13°45' East, 561 feet to the Southwest corner of Parcel "A" as shown on said Parcel Map; thence along the Westerly line of said Parcel 2, North 20°13'10" West, 560.02 feet to the North line of said Section 1; thence West, 203.94 feet to the Point of Beginning.

Excepting therefrom Parcel "A", as per Parcel Map filed for record April 25, 1979, in Volume 28 of Parcel Maps, at Page 114, Stanislaus County Records.

Also excepting therefrom all that portion conveyed to the County of Stanislaus, a political corporation, as set forth in that Grant Deed recorded September 27, 1991 as Instrument No. 074805, Stanislaus County Records.

Together with:

Those portions lying in the East half of the Southwest quarter, the Southeast quarter and the South half of the Northeast quarter of Section 1, Township 3 South, Range 11 East, Mount Diablo Meridian and the Southwest quarter of the Northwest quarter of Section 6, Township 3 South, Range 12 East, Mound Diablo Meridian, described as follows:

Beginning at the Northwest corner of the East half of the Southwest quarter of said Section1; thence along the quarter quarter line South 0° 56' 52" East, 859.5 feet to the centerline of Cashman Creek; thence Easterly along the centerline of Cashman Creek the following 7 courses and distances:

- 1. South 64° 18' East, 76 feet
- 2. North 74° 56' East, 88 feet
- 3. North 79° 34' East, 302 feet
- 4. North 83° 03' East, 56 feet
- 5. North 88° 34' East, 96 feet
- 6. South 51° 03' East, 78 feet to a bend in said creek; thence
- 7. South 02° 18' West, 193 feet more or less to the Northerly line of Parcel 2 as shown on

that certain Parcel Map filed for record July 16, 2004 in Book 53 of Parcel Maps, at Page 01, Stanislaus County Records; thence along said Northerly line of Parcel 2 and the Westerly and Northerly lines of Parcel 1 of said Parcel Map, the following 23 courses and distances:

1. North 61° 07' 14" East, 108.74 feet 2. North 88° 02' 10" East, 858.30 feet 3. North 55° 53' 33" East, 144.51 feet 4. North 33° 21' 49" East, 434.16 feet 5. North 12° 25' 51" East, 294.96 feet 6. North 08° 51' 23" West, 319.03 feet 7. North 26° 09' 26" West, 50.16 feet 8. North 49° 28' 58" West, 369.93 feet 9. North 40° 22' 44" West, 135.05 feet 10. North 21° 35' 47" West, 342.28 feet 11. North 30° 30' 06" East, 81.57 feet 12. North 55° 32' 09" East, 117.38 feet 13. South 89° 03' 08" East, 213.51 feet 14. South 87° 24' 38" East, 878.36 feet 15. North 87° 48' 43" East. 320.34 feet 16. South 84° 57' 19 East, 260.35 feet 17. South 87° 25' 11" East, 477.12 feet 18. South 81° 18' 54" East, 161.53 feet 19. South 67° 42' 19" East, 226.10 feet 20. South 52° 58' 01" East, 105.42 feet 21. South 85° 13' 57" East, 134.41 feet 22. South 72° 39' 23" East, 319.01 feet

23. South 80° 12' 39" East, 288.98 feet to the Westerly line of Parcel 4 as shown on that certain Parcel Map filed for record December 3, 2003, in Book 52 of Parcel Maps, at Page 57, Stanislaus County Records; thence along said Westerly line of Parcel 4, North 47° 00' 09" East, 150.50 feet to a point on the Southerly line of a portion of land described in deed from Adeline Bell to Francis A. Parker, recorded January 16, 1893, in Volume 54 of Deeds, at Page 164, Stanislaus County Records; thence along said Southerly line the following 7 courses and distances (as particularly shown on that certain map filed for record January 6, 2006 in Book 29 of Surveys, at Page 51, Stanislaus County Records;

- 1. North 77° 56' 16" West, 166.87 feet
- 2. North 70° 56' 16" West, 625.02 feet
- 3. North 65° 05' 34" West, 378.59 feet
- 4. North 78° 18' 14" West, 230.44 feet
- 5. North 85° 48' 14" West, 322.60 feet
- 6. North 87° 45' 29" West, 1209.84 feet (on a single course per deed)

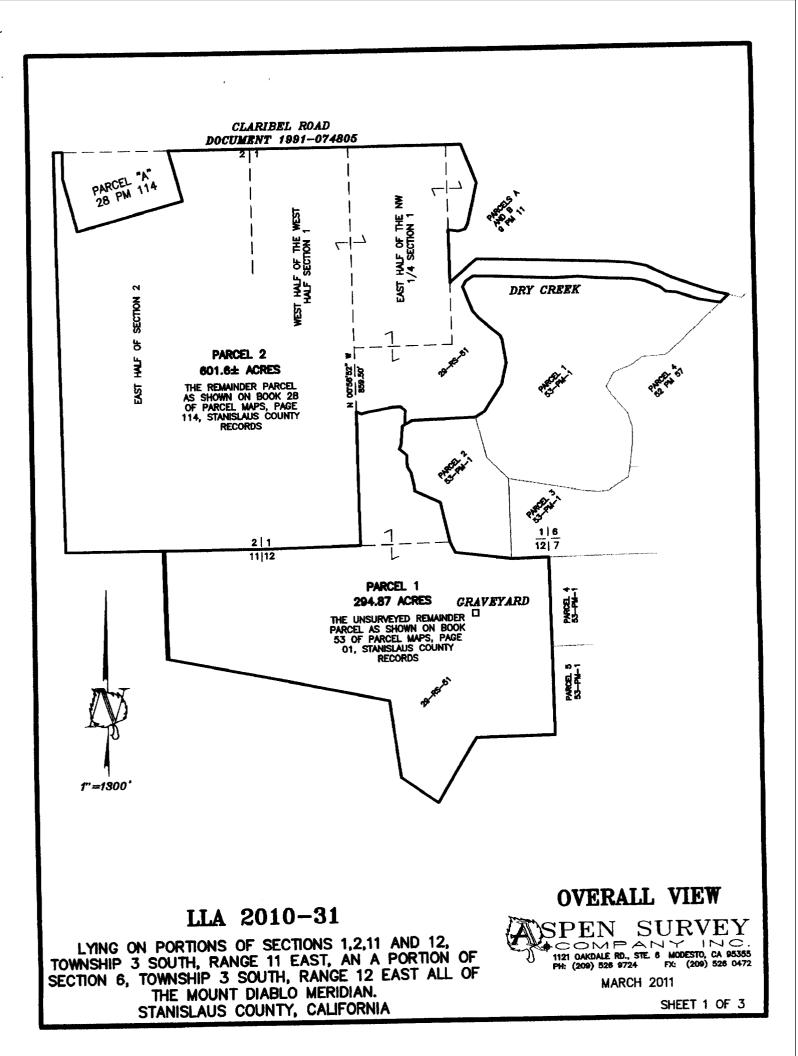
7. North 88° 13' 54" West, 528.41 feet; thence South 48° 46' 06" West, 476.79 feet to the West line of the Northeast quarter of said Section 1; thence South 01° 00' 32" East along said West line 819.30 feet to the center quarter corner of said Section 1; thence along the West – East quarter line of Section 1, South 89° 03' 34" West, 1323.96 feet to the Northwest corner of the East half of the Southwest quarter of Section 1 and the point of beginning.

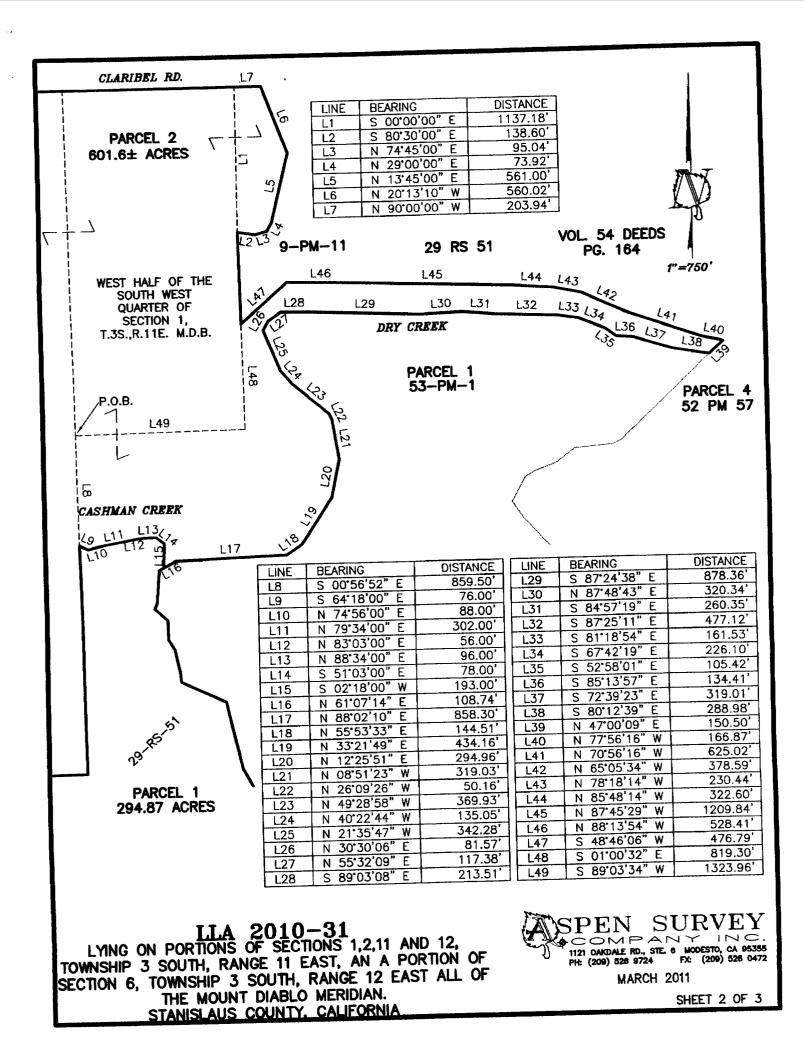
Also excepting therefrom an undivided fifty percent (50%) interest in and to the minerals, including without limiting the generality of such term, oil, gas, casinghead gas, coal lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, metals, compounds and substance except soil, sand and gravel and appurtenant rights thereof, as reserved by Aetna Life Insurance Company, a corporation, in Deed recorded November 4, 1988, as Instrument No. 76296, Stanislaus County Records, being a re-recording of the original Deed recorded October 10, 1988, as Instrument No. 069552. (affects that portion formerly shown on APN 015-002-032)

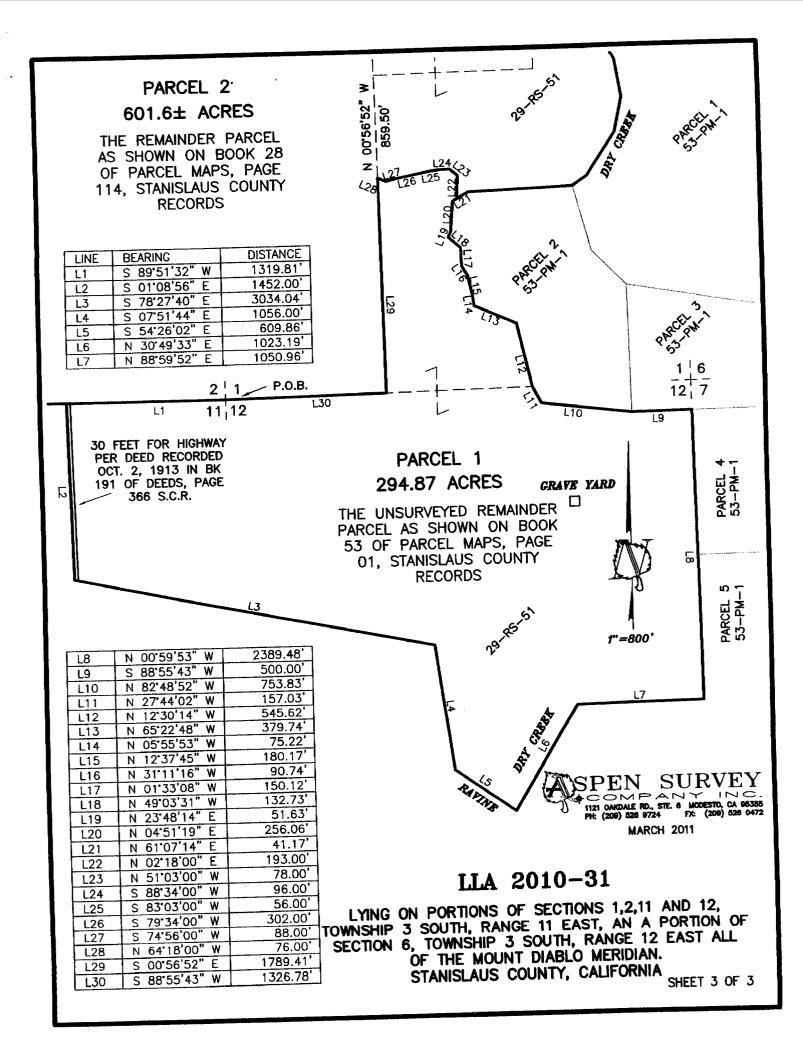
The above parcel being also subject to all easements, reservations and rights-of-way of record.

APN: 015-002-018 and a portion of APN 015-002-032

I AND Ste BAND LEE HIRRIS NO. SMA Tar. 10, 2011 OF CAU







EX	HIBIT C
THE BOARD OF SUPERVISORS C	
DEPT: Planning and Community Development	
	AGENDA DATE May 10, 2011
	Adenda Date
	n Attached)
SUBJECT:	
west of Waterford, Approval of New Contracts P	o. 1972-0510 and 1972-0513, Located on Claribel Road, ursuant to Minor Lot Line Adjustment 2010-31, C&DII and ector of Planning and Community Development to
STAFF RECOMMENDATIONS:	
1. Approve and establish the following findings:	
initial term for at least as long as the unexp	ceably restrict the adjusted boundaries of the parcel for an bired term of the rescinded contract or contracts, but for not or the County's implementation of SB 863.
	(Continued on page 2)
	(Communed on page 2)
FISCAL IMPACT:	
	n the Lot Line Adjustment application fee. It is anticipated r other revenue.
BOARD ACTION AS FOLLOWS:	No. 2011-284
and approved by the following vote, Ayes: Supervisors:O'Brien, Chiesa, Withrow, De	Seconded by Supervisor DeMartini AMartini, and Chairman Monteith MAY 1 0 2011 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 Couply of Stanislaus, State of California
ATTEST: CHRISTINE FERRARO TALLMAN, Clerk	By My Dibling File No.