

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 December 20, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of the 2012 Williamson Act Contracts

STAFF RECOMMENDATIONS:

1. Approve the listed 2012 Williamson Act Contracts subject to the Board of Supervisor's November 15, 2011 action to approve the implementation of AB 1265.
2. Authorize the Chairman of the Board to sign the listed contracts.
3. Direct the Clerk of the Board to forward the listed contracts to the Clerk-Recorder's Office prior to January 1, 2012 for recording.

FISCAL IMPACT:

Per information provided by the Stanislaus County Assessor's Office , the parcels requesting entrance into the Williamson Act are currently estimated to have a base land value of \$10,608,024. Under the Williamson Act, the base land value of these parcels is reduced by \$8,032,561. The direct impact to the County General Fund for entering into these contracts as defined will be a loss of approximately \$8,836. With the implementation of AB 1265, the loss to the General Fund is reduced to only \$803.

BOARD ACTION AS FOLLOWS:

No. 2011-789

On motion of Supervisor Chiesa , Seconded by Supervisor De Martini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, De Martini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

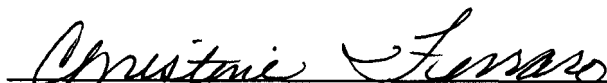
1) X Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

Applications requesting to establish six (6) new Williamson Act Contracts with a combined acreage of approximately 904.97 acres have been received for 2012. Four of the applications are for parcels not currently subject to a Williamson Act Contract. These new parcels are being enrolled by owners wishing to take advantage of the property tax benefit applied to restricted parcels. All parcels are zoned A-2-40 (General Agriculture) and meet the parcel size and use requirements necessary to be in compliance with State law and County Uniform Rules. There are two applications that are currently enrolled in Williamson Act Contracts. The Covolo application covers parcels currently enrolled in a 1972 Williamson Act Contract on which a Notice of Non-renewal was filed in 2004. The 1972 contract is set to expire on December 31, 2013, and the owners would like to re-enter the parcels in the Williamson Act. The Gary Mall application is currently enrolled in a 1986 Williamson Act Contract on which a Notice Non-renewal was filed in 2003 by a previous property owner. The 1986 contract is set to expire on December 31, 2012, and the owner would like to re-enter the parcel in the Williamson Act.

Regulations for the formation of a Williamson Act Contract are set forth in California State Government Code and are listed as follows:

51240. Any city or county may by contract limit the use of agricultural land for the purpose of preserving such land pursuant and subject to the conditions set forth in the contract and in this chapter. A contract may provide for restrictions, terms, and conditions, including payments and fees, more restrictive than or in addition to those required by this chapter.

51241. If such a contract is made with any landowner, the city or county shall offer such a contract under similar terms to every other owner of agricultural land within the agricultural preserve in question. However, except as required by other provisions of this chapter, the provisions of this section shall not be construed as requiring that all contracts affecting land within a preserve be identical, so long as such differences as exist are related to differences in location and characteristics of the land and are pursuant to uniform rules adopted by the county or city.

51242. No city or county may contract with respect to any land pursuant to this chapter unless the land: (a) Is devoted to agricultural use. (b) Is located within an area designated by a city or county as an agricultural preserve.

51243. Every contract shall do both of the following: (a) Provide for the exclusion of uses other than agricultural, and other than those compatible with agricultural uses, for the duration of the contract. (b) Be binding upon, and inure to the benefit of, all successors in interest of the owner. Whenever land under a contract is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided land, any of the rights of the owner in the original contract, including the right to give notice of nonrenewal and to petition for cancellation. The effect of any such action by the owner of a parcel created by the division of land under contract shall not be imputed to the owners of the remaining parcels and shall have no effect on the contract

as it applies to the remaining parcels of the divided land. Except as provided in Section 51243.5, on and after the effective date of the annexation by a city of any land under contract with a county, the city shall succeed to all rights, duties, and powers of the county under the contract.

On January 1, 2004, Assembly Bill 1492 (Laird) took effect and should also be considered when entering property into the Williamson Act. Specifically, AB1492 limits the amount of non-agriculturally related structures on contracted lands which may also include residences.

On November 15, 2011, the Board of Supervisors approved the continued implementation of AB 1265 which provides an opportunity for counties to offset a portion of the loss of Williamson Act Subvention funds by establishing a local self-help subvention program. The proposed new contracts are subject to AB 1265, and, if approved, will be nine year contracts.

The Planning and Community Development Department has reviewed the applications and determined that all uses listed as being on the properties are consistent with agricultural use of the land. Therefore, Department staff recommends approval of all the applications being presented this year for 2012 Williamson Act Contracts.

POLICY ISSUES:

All of the proposals for Williamson Act Contracts are 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 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 agriculturists remain in production without premature conversion to urban uses. The Williamson Act program is consistent with the Board's goals and priorities of A Strong Agricultural Economy/Heritage.

STAFFING IMPACTS:

There are no staffing impacts associated with this item.

CONTACT PERSON:

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

ATTACHMENTS:

1. List of 2012 Williamson Act Contracts

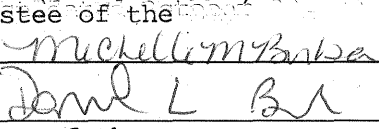

ATTACHMENT 1

NEW WILLIAMSON ACT CONTRACTS


CONTRACT NO.	APPLICANT/ PROPERTY OWNER(S)	SITE ADDRESS	ASSESSOR'S PARCEL NUMBER (APN) AND EXISTING USE	ACREAGE
TBA	Michelle M. Borba and Daniel L. Borba, Trustee of the Borba Revocable Trust	431 W. Fulkerth Road, in the Ceres area.	022-030-018 Two single-family dwellings, one barn, and corn and oats.	19.52
Additional Information: None				
TBA	Gary Mall	Southeast corner of Draper and W. Stuhr Roads, in the Newman area	026-031-001 Walnut orchard.	102
Additional Information: The parcel is currently enrolled under Williamson Act Contract No.1986-4082 with a non-renewal date of December 31, 2012. The new owner would like to remain in a Williamson Act Contract.				
TBA	Robert M. Covolo, Joel C. Covolo, Michael R. Covolo and Charles L. Covolo	East of Highway 33 and on the south side of Lemon Avenue, in the Patterson area.	047-014-050, 047-014-049, 047-014-031 & 047-014-037 Row crops.	58.7
Additional Information: Assessor's Parcels reflect four separate adjoining legal parcels ranging in size from 10 to 19 acres in size each created by the "Map of the Patterson Colony Sub-Tract Number Four" dated January 9, 1912. These parcels are currently enrolled under Williamson Act Contract No. 1972-0749 with a non-renewal date of December 31, 2013. The applicants wish to remain in a Williamson Act Contract.				
TBA	David Verdegaal	South of Sonora Road and on the east side of Frankenheimer Road, in the Oakdale area.	002-072-014 & 015 Almond orchard.	80.71+/-
Additional Information: These are two adjoining parcels each consisting of 40+ acres.				
TBA	Thomas R. Weimer and Karen Gail Weimer, Trustees of the Thomas and Karen Weimer Living Trust	Lake Road, south of Lampley Road and east of Meilke Road, in the Hickman area.	009-012-042 Almond orchard.	30.21
Additional Information: None.				
TBA	David Boersma	6755 Hinds Road, at the intersection of Hinds and 26-Mile Road, in the Oakdale area.	002-008-044 and 002-008-045 Two single-family dwellings, one temporary mobile home, pasture and grazing land.	613.83+/-
Additional Information: There are two Assessor's Parcel Numbers assigned, but it is considered only one parcel.				
Total Acreage				904.97

TBA = Williamson Act Contract numbers will be assigned after the Board of Supervisor's considers approval of the 2012 Contracts on December 20, 2011

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)
Michelle M. Borba, Trustee of the Borba Revocable Trust dated October 28, 2010		9/23/11	Turlock
Daniel L. Borba, Trustee of the Borba Revocable Trust dated October 28, 2010		9/23/11	Turlock

SECURITY HOLDERS:

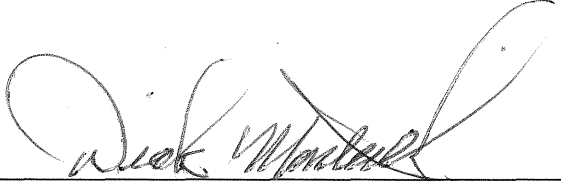
OWNER(S) NAME (print or type)	SIGNATURE (all to be notarized)	DATE	SIGNED AT (city)
American AgCredit, FLCA			
Ted Reimers Vice President		9/23/11	Turlock

ATTACHMENTS:

- (1) Legal description of Parcel covered under contract

COUNTY: Stanislaus County

December 20, 2011
Dated


Dick Monteith, Chairman, Board of Supervisors

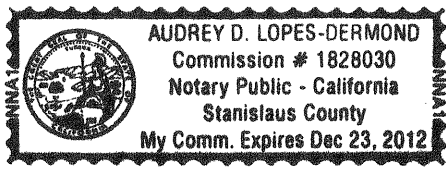
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Stanislaus }

On Sept. 23, 2011 before me, Audrey D. Lopes-Dermond
Date Here Insert Name and Title of the Officer

personally appeared Michelle M. Borba, Daniel L. Borba and Ted Reimers
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: *Audrey D. Lopes-Dermond*
Signature of Notary Public
Audrey D. Lopes-Dermond

Place Notary Seal and/or Stamp 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: California Land Conservation Contract

Document Date: September 23, 2011 Number of Pages: 2

Signer(s) Other Than Named Above: Stanislaus County Chairman, Board of Supervisors

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michelle M. & Daniel L. Borba Signer's Name: Ted Reimers

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

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: Borba

Signer Is Representing: _____

Revocable Trust dated October 28, 2010

American AgCredit, FLCA

CALIFORNIA LAND CONSERVATION
CONTRACT NO. 2012-01

RECORDATION SUPERVISORS

RECORDED AT REQUEST OF
STANISLAUS COUNTY BOARD OF
SUPERVISORS

2012 JAN 19 P 2:25

WHEN RECORDED RETURN TO
STANISLAUS COUNTY PLANNING
DEPARTMENT

THIS SPACE FOR RECORDER ONLY



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office

DOC- 2011-0104754-00

Thursday, DEC 22, 2011 08:04:08

Ttl Pd \$0.00 Rcpt # 0003147167

OMK/R2/1-6

THIS CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into December 20, 2011, 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: Michelle Borba
Name

467 W. Fulkerth Road
Address

Crows Landing, CA 95313 (209) 678-0270
City, State Zip Phone Number

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

ASSESSORS PARCEL NUMBER	CODE AREA	ACREAGE	SITUS ADDRESS (If none, please provide Legal Description)
<u>022-030-018</u>	<u>079-008</u>	<u>19.52</u>	<u>431 & 467 W. Fulkerth Road, Crows Landing</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(17) The effective date of this Contract shall be January 1, 2012.

(18) 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.

OMK

RECORDING REQUESTED BY AND WHEN RECORD

DAVID L. GIANELLI
GIANELLI & ASSOCIATES
A Professional Law Corporation
P. O. Box 3212
Modesto, CA 95353

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2010-0098441-00

Check Number 49796
Tuesday, NOV 02, 2010 12:02:31
Ttl Pd \$14.00 Nbr-0002971405
LLP/R2/1-1

MAIL TAX STATEMENTS TO:

DANIEL L. BORBA and
MICHELLE M. BORBA, Trustees
467 West Fulkerth Road
Crows Landing, CA 95313

APN: 022-030-018
ADDRESS: 431 W. Fulkerth Road, Crows Landing, CA

ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantors declare:

Documentary transfer tax is \$None - Exempt Under Revenue and Taxation Code §11930

- () COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
- () COMPUTED ON FULL VALUE LESS VALUE OF LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.
- () UNINCORPORATED AREA (XX) CITY OF CROWS LANDING, AND

FOR NO CONSIDERATION, DANIEL BORBA and MICHELLE BORBA, husband and wife as joint tenants, hereby GRANT to DANIEL L. BORBA and MICHELLE M. BORBA, Trustees of the BORBA REVOCABLE TRUST dated October 28, 2010, the following described real property situate in the City of Crows Landing, County of Stanislaus, State of California:

Parcel B as per Parcel Map filed April 6, 1973, in Volume 16 of Parcel Maps, Page 74, Stanislaus County Records.

Dated: October 28, 2010

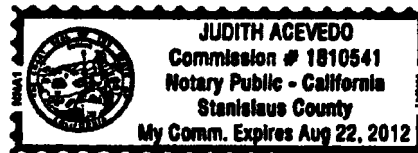
State of California)
County of Stanislaus)

Daniel Borba
DANIEL BORBA

On October 28, 2010, before me, Judith Acevedo, Notary Public, personally appeared DANIEL BORBA and MICHELLE BORBA, 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.

Michelle Borba
MICHELLE BORBA

I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature *Judith Acevedo* (Seal)

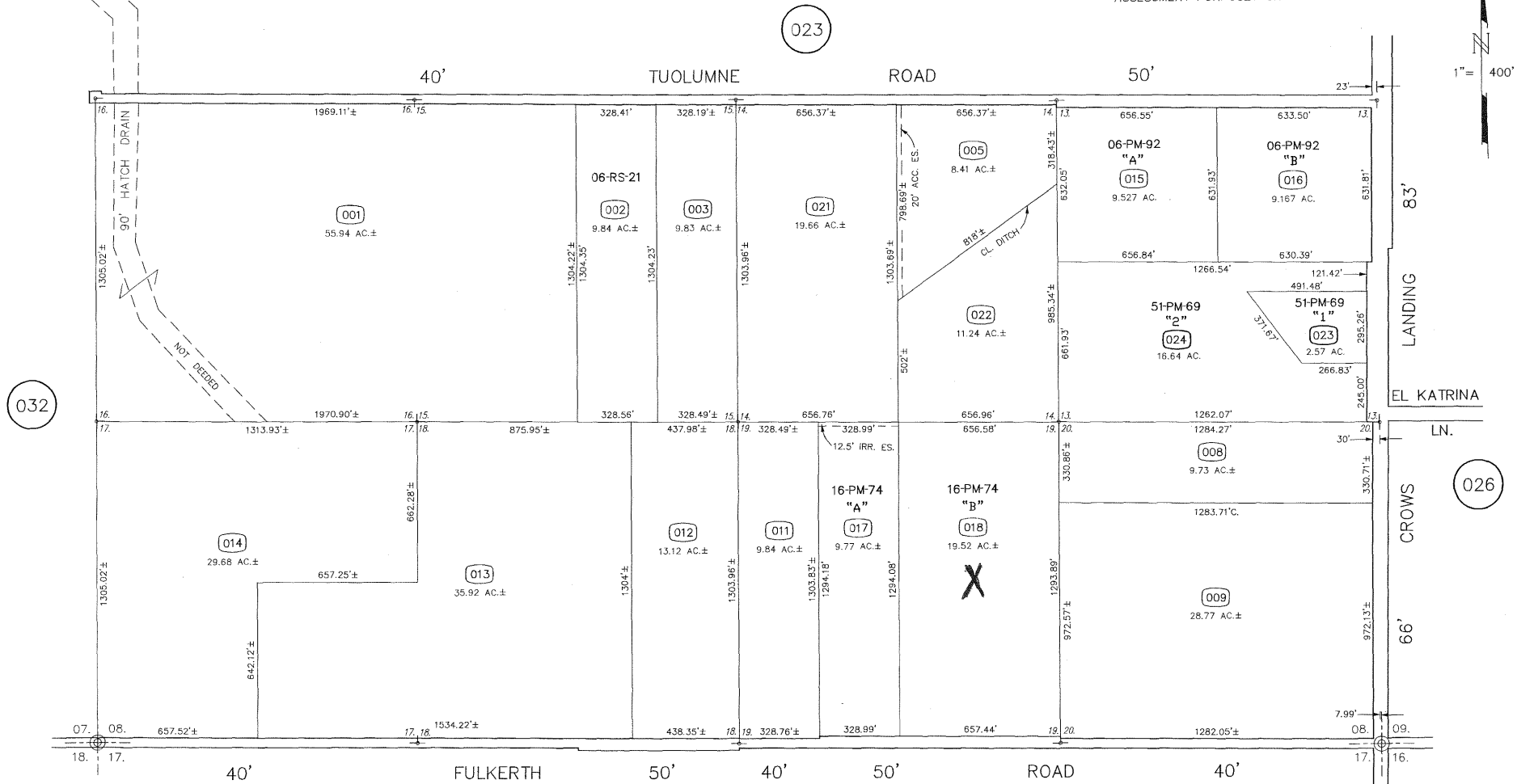
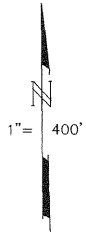
1/20

S. 1/2 SECTION 8 T.5S. R.9E. M.D.B.& M.
 POR. PRESTON TRACT - LOTS 13 THRU 20 (04M28)

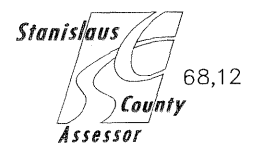
079 008

022 - 030

THIS MAP FOR
 ASSESSMENT PURPOSES ONLY



FROM: 022-008
 DRAWN: 06-31-67
 REVISED: 03-01-82, 05-23-11 (V) MB



Copyright 2001 Stanislaus County-All rights reserved

022 - 030

CALIFORNIA LAND CONSERVATION BOARD OF SUPERVISORS
CONTRACT NO. 2012-02

RECORDED AT REC'D STANISLAUS COUNTY BOARD OF SUPERVISORS
JAN 19 P 2:25

WHEN RECORDED RETURN TO STANISLAUS COUNTY PLANNING DEPARTMENT

THIS SPACE FOR RECORDER ONLY



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2011-0104755-00

Thursday, DEC 22, 2011 08:04:17
Ttl Pd \$0.00 Rcpt # 0003147168
OMK/R2/1-6

THIS CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into December 20, 2011, 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: Gary Mall
Name
25225 Eastin Road
Address
Newman, CA 95360 (209) 862-2577
City, State Zip Phone Number

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

ASSESSORS PARCEL NUMBER	CODE AREA	ACREAGE	SITUS ADDRESS (If none, please provide Legal Description)
<u>026-031-001</u>	<u>083-073</u>	<u>102</u>	<u>Draper & Stuhr Roads</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (17) The effective date of this Contract shall be January 1, 2012.
- (18) 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.

EMK

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)
----------------------------------	------------------------------------	------	---------------------

<u>Gary Mall</u>	<u>Gary Mall</u>	<u>12/10/10</u>	<u>Patterson, Ca</u>

SECURITY HOLDERS: Yosemite Farm Credit

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

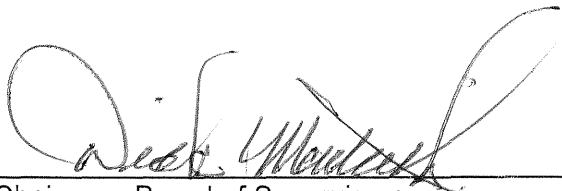
<u>Elizabeth Piersante, Asst. Mgr.</u>	<u>Elizabeth Piersante</u>	<u>12-10-10</u>	<u>Patterson</u>

ATTACHMENTS:

- (1) Legal description of Parcel covered under contract

COUNTY: Stanislaus County

December 20, 2011
Dated


Chairman, Board of Supervisors
Dick Monteith

State of California
County of Stanislaus)

On December 10, 2010 before me, Melissa Evola, a notary public,
personally appeared Gary Mall, 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 Melissa Evola



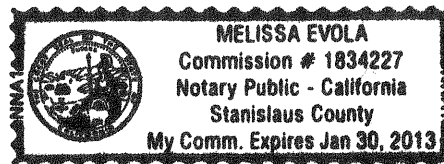
State of California)
County of Stanislaus)

On December 10, 2010 before me, Melissa Evola, a notary public, personally appeared Elizabeth Persante, 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 Melissa Evola



Escrow No. 297812-RG
Title Order No. 00297812

SECTION 13 AND THE SOUTH HALF OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING SOUTH OF PARCEL OF LAND IN SECTION 12 CONVEYED TO THE COUNTY OF STANISLAUS BY DEEDS RECORDED OCTOBER 11, 1887 IN VOLUME 38 OF DEEDS, PAGE 71 AND DECEMBER 16, 1904 IN VOLUME 71 OF DEEDS, PAGE 164, STANISLAUS COUNTY RECORDS, AND WEST LINE OF THE CENTRAL CALIFORNIA IRRIGATION DISTRICT CANAL.

EXCEPTING THEREFROM THAT PORTION OF SECTION 13 CONVEYED TO JACKSON-PERKINS, A CORPORATION, BY DEED RECORDED MAY 13, 1947, AS INSTRUMENT NO. 13139.

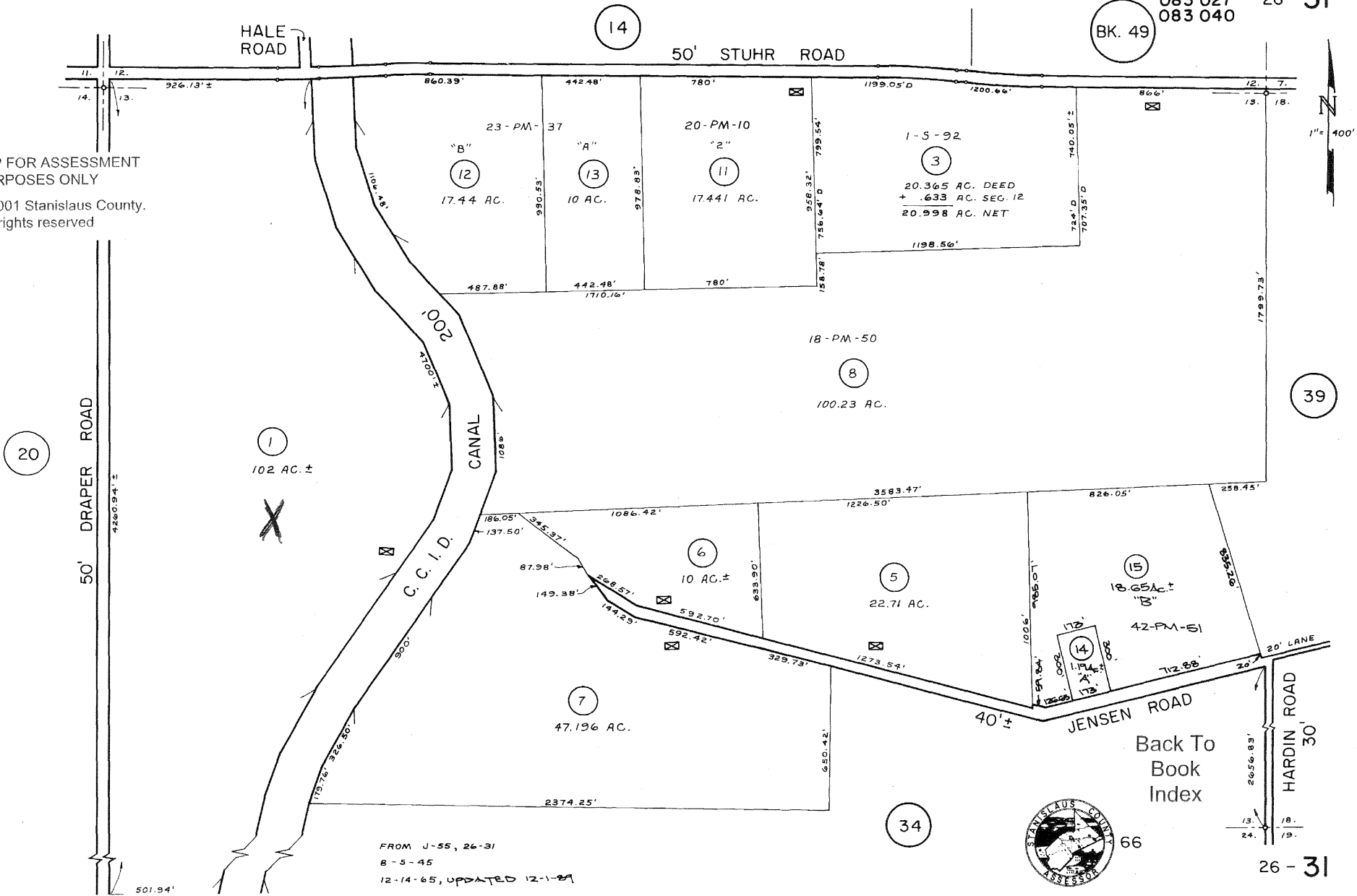
ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS, IN AND UNDER, OR THAT MAY BE PRODUCED FROM A DEPTH BELOW 500 FEET OF THE SURFACE OF SAID PREMISES WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID PREMISES FOR THE PURPOSE OF MINING, DRILLING, EXPLORING, REFINING, QUARRYING, OR EXTRACTING SUCH OIL, GAS AND OTHER HYDROCARBONS AND MINERALS OR OTHER USE OF OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID PREMISES TO A DEPTH OF 500 FEET BELOW THEREOF, AS EXCEPTED IN THE DEED FROM SIMON NEWMAN, INC., A CALIFORNIA CORPORATION, RECORDED FEBRUARY 12, 1974, AS INSTRUMENT NO. 31270 IN BOOK 2608, PAGE 4015 OF OFFICIAL RECORDS.

001918 JAN 9 98
86-NOV-8 16 100

POR. N 1/2 SECTION 13 & POR. S 1/2 SECTION 12 T.7S. R.8E. M.D.B. & M.

083 027
083 040 26-31

THIS MAP FOR ASSESSMENT
PURPOSES ONLY
Copyright 2001 Stanislaus County.
All rights reserved



CALIFORNIA LAND CONSERVATION
CONTRACT NO. 2012-03

THIS SPACE FOR RECORDER ONLY



RECORDED AT REQUEST OF BOARD OF SUPERVISORS
2012 JAN 19 P 2:25
STANISLAUS COUNTY BOARD OF SUPERVISORS

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2011-0104756-00
Thursday, DEC 22, 2011 08:04:22
Ttl Pd \$0.00 Rcpt # 0003147170
OMK/R2/1-5

WHEN RECORDED RETURN TO
STANISLAUS COUNTY PLANNING
DEPARTMENT

THIS CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into December 20, 2011, 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: Robert M. Covolo
Name

400 Lemon Avenue
Address

Patterson, CA 95363 (209) 892-8674
City, State Zip Phone Number

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

ASSESSORS PARCEL NUMBER	CODE AREA	ACREAGE	SITUS ADDRESS (If none, please provide Legal Description)
<u>047-014-031</u>	<u>086-000</u>	<u>14</u>	<u>Lemon Avenue, Patterson (See Deed)</u>
<u>047-014-032</u>	<u>086-000</u>	<u>10</u>	<u>Lemon Avenue, Patterson (See Deed)</u>
<u>047-014-049</u>	<u>086-000</u>	<u>19</u>	<u>Lemon Avenue, Patterson (See Deed)</u>
<u>047-014-050</u>	<u>086-000</u>	<u>15.7</u>	<u>Lemon Avenue, Patterson (See Deed)</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

(17) The effective date of this Contract shall be January 1, 2012.

(18) 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 (print or type)	SIGNATURE (all to be notarized)	DATE	SIGNED AT (city)
Robert M. Covolo	<i>[Signature]</i>	8-25-11	City of Modesto
Joel C. Covolo	<i>[Signature]</i>	8-25-11	City of Modesto
Michael R. Covolo	<i>[Signature]</i>	8-25-11	City of Modesto
Charles L. Covolo	<i>[Signature]</i>	8-25-11	City of Modesto

SECURITY HOLDERS:

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

ATTACHMENTS:

(1) Legal description of Parcel covered under contract

COUNTY: Stanislaus County

December 20, 2011
Dated

[Signature]
 Chairman, Board of Supervisors
 Dick Monteith

CERTIFICATE OF ACKNOWLEDGMENT

State of California

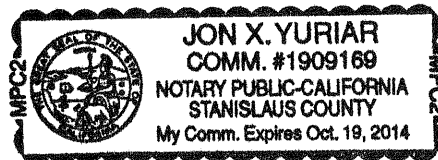
County of Stanislaus

On 8-25-2011 before me, Jon X. Yuriar, a Notary Public, personally appeared ROBERT M. COVOLO, JOEL C. COVOLO, MICHAEL R. COVOLO & CHARLES L. COVOLO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature



(Seal)

Lots 903, 904, 905 and 906 of the "MAP OF PATTERSON COLONY SUBTRACT Number Four," according to the Official Map thereof, filed in the office of the Recorder of Stanislaus County, California, on January 9, 1912 in Volume 6, of Maps at Page 23.

EXCEPTING THEREFROM:

Parcel "A," to wit: a 1.003 acre parcel of land as designated in the Parcel Map of Lot 905 as shown on the "MAP OF PATTERSON" COLONY SUBTRACT, No. 4, filed in Vol. 6 of Maps, Page 23, Stanislaus County Records, and lying in Section 18, Township 5 South, Range 8 East, M.D.B. & M., Stanislaus County, California dated August 10, 1981.

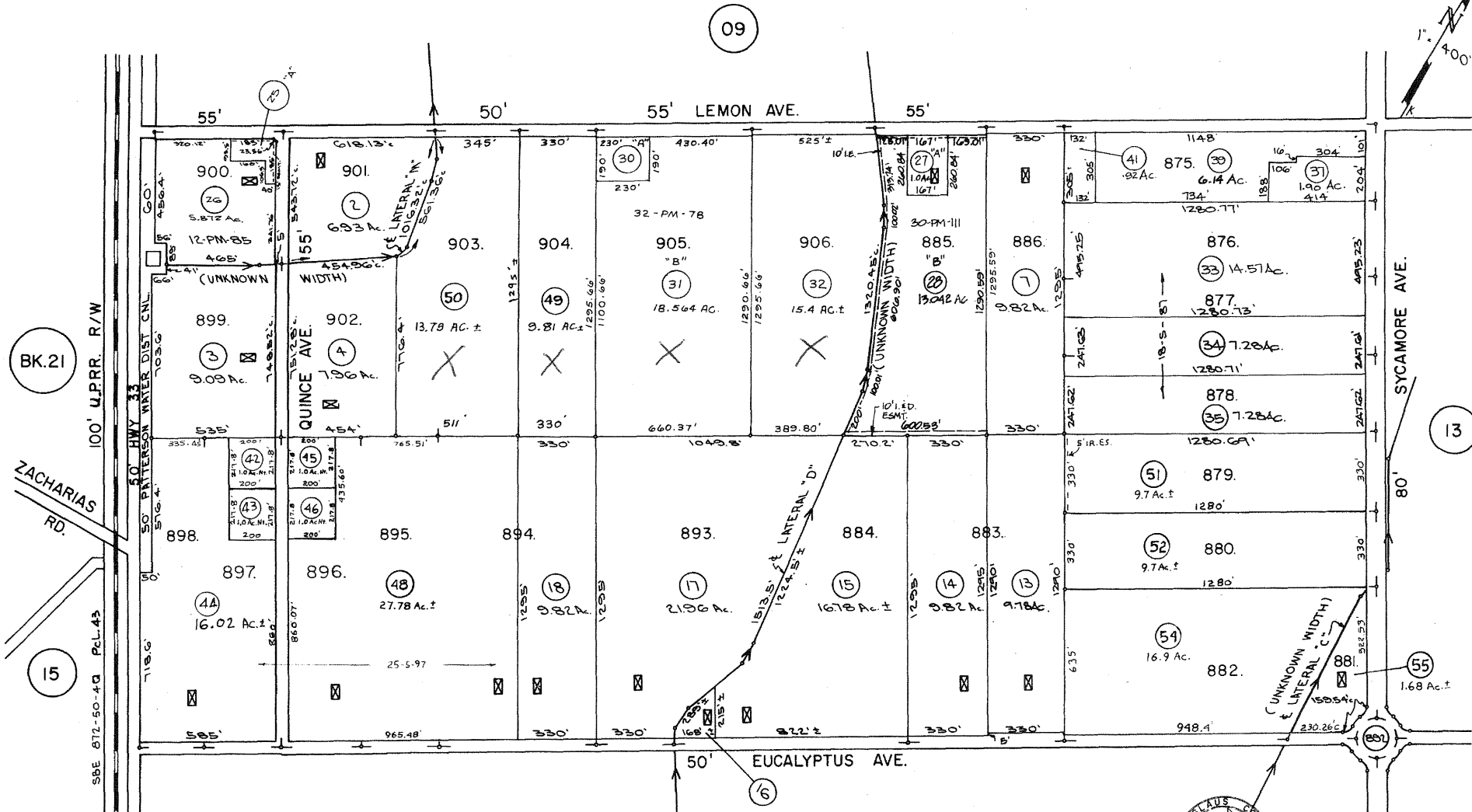
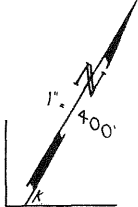
APNs: 047-014-030, 047-014-032, 047-014-049, and 047-014-050

PORTION SECTION 18 T.5 S. R.8 E. M.D.B. & M.
 POR. PATTERSON COL., SUB-TR. NO. 3, LTS. 875 THRU 886
 POR. PATTERSON COL., SUB-TR. NO. 4, LTS. 893 THRU 906

086 000

47-14

THIS MAP FOR
 ASSESSMENT PURPOSES ONLY



BK.21

13

15

25

FROM D 45+47, 47-14
 RMG-5, G-23
 NBE ADD 20
 17-DEC 76
 UPDATED 6-29-95
 2-A-99, 3-2-01, 3-7-01 DH, 2-21-03 MB, 9-7-05 DH, 9-20-06 DH, 8-4-10 MB.

* ACREAGES COMPUTED TO CENTERS
 OF LATERALS AND SIDES OF ROADS.



61,77,96
 99,01,03,
 06,07 47-14

THIS SPACE FOR RECORDER ONLY

CALIFORNIA LAND CONSERVATION
 BOARD OF SUPERVISORS
 CONTRACT NO. 2012-04

RECORDED AT REQUEST **2012 JAN 19 P 2:25**
 STANISLAUS COUNTY BOARD OF
 SUPERVISORS

WHEN RECORDED RETURN TO
 STANISLAUS COUNTY PLANNING
 DEPARTMENT

Stanislaus, County Recorder
 Lee Lundrigan Co Recorder Office
DOC- 2011-0104757-00
 Thursday, DEC 22, 2011 08:04:28
 Ttl Pd \$0.00 Rcpt # 0003147171
 OMK/R2/1-6

THIS CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into December 20, 2011, 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 Verdegaal
 Name

136 Reed Road
 Address

Oakdale, CA 95361 (209) 848-3119
 City, State Zip Phone Number

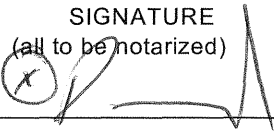
- (16) Owner desires to place the following parcels of real property under Contract:

ASSESSORS PARCEL NUMBER	CODE AREA	ACREAGE	SITUS ADDRESS (If none, please provide Legal Description)
<u>002-072-014</u>	<u>103-003</u>	<u>40.01</u>	<u>Frankenheimer Road, Oakdale (See Deed)</u>
<u>002-072-015</u>	<u>103-003</u>	<u>40.71</u>	<u>Frankenheimer Road, Oakdale (See Deed)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____


- (17) The effective date of this Contract shall be January 1, 2012.
- (18) 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.

EMK

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)
<u>David Verdegael</u>		<u>OCT 19, 2011</u>	<u>Oakdale</u>


SECURITY HOLDERS:

OWNER(S) NAME (print or type)	SIGNATURE (all to be notarized)	DATE	SIGNED AT (city)
<u>American Ag Credit</u>		<u>10/19/11</u>	<u>Oakdale</u>
<u>Stan Colombo, Vice President, American Ag Credit</u>			

ATTACHMENTS:

(1) Legal description of Parcel covered under contract See Attached Interspousal Deed
 COUNTY: Stanislaus County

December 20, 2011
 Dated


 Chairman, Board of Supervisors
 Dick Monteith

ACKNOWLEDGMENT

State of California
County of Stanislaus)

On October 19, 2011 before me, Darlene S. Ibarra, Notary Public
(insert name and title of the officer)

personally appeared David Verdegaal,
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 *Darlene S. Ibarra* (Seal)

ACKNOWLEDGMENT

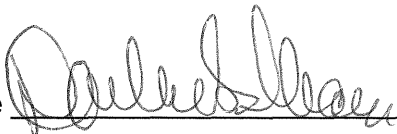
State of California
County of Stanislaus)

On October 19, 2011 before me, Darlene S. Ibarra, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 



(Seal)

ATTACHMENT 1

Escrow No.: 11-51120647-KH
Locate No.: CACT17750-7750-4511-0051120647
Title No.: 11-51120647-MG

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

Parcels 1 and 2 as shown upon that certain Parcel Map filed for record December 28, 2006 in Book 55 of Parcel Maps at Page 01, Stanislaus County Records.

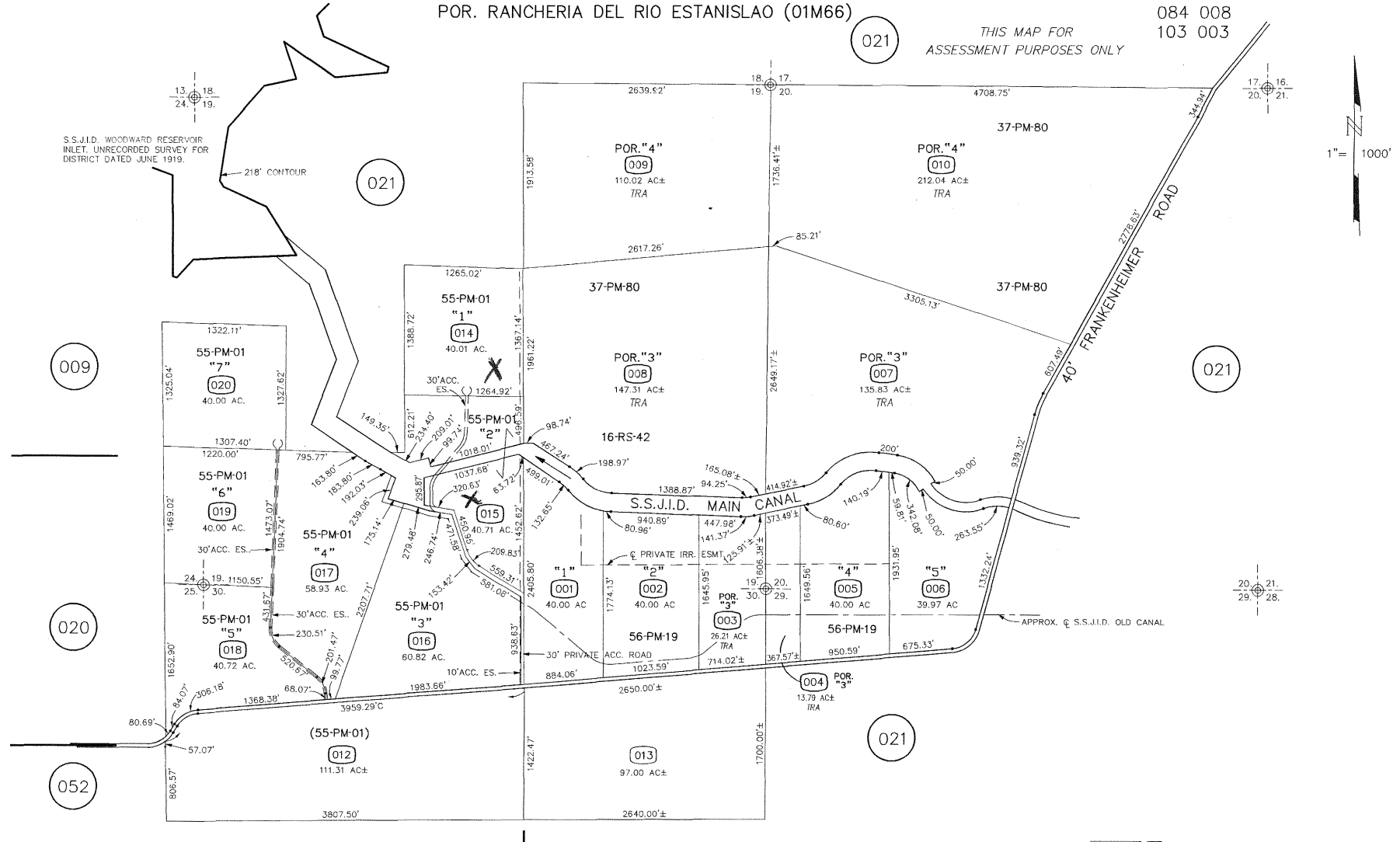
APN: 002-072-014 & 002-072-015

POR SEC. 24 & 25 T.1S. R.10E. & POR. SEC. 19, 20, 29 & 30 T.1S. R.11E. M.D.B.&M.
 POR. RANCHERIA DEL RIO ESTANISLAO (01M66)

002 - 072

084 008
 103 003

THIS MAP FOR
 ASSESSMENT PURPOSES ONLY



S.S.J.I.D. WOODWARD RESERVOIR
 INLET. UNRECORDED SURVEY FOR
 DISTRICT DATED JUNE 1919.

218' CONTOUR

1" = 1000'

FROM: 002-021
 DRAWN: 3-16-09 MF
 REVISED: 12-18-09 MB.




**CALIFORNIA LAND CONSERVATION
BOARD OF SUPERVISORS
CONTRACT NO. 2012-05**

RECORDED AT REQUEST OF **2012 JAN 19 P 2:25**
STANISLAUS COUNTY BOARD OF
SUPERVISORS

WHEN RECORDED RETURN TO
STANISLAUS COUNTY PLANNING
DEPARTMENT

THIS SPACE FOR RECORDER ONLY



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2011-0104758-00
Thursday, DEC 22, 2011 08:04:32
Ttl Pd \$0.00 Rcpt # 0003147172
OMK/R2/1-7

THIS CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into December 20, 2011, 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: Thomas R. Weimer
Name

9161 Creekside Lane
Address

Modesto, CA 95354 (209) 523-4746
City, State Zip Phone Number

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

ASSESSORS PARCEL NUMBER	CODE AREA	ACREAGE	SITUS ADDRESS (If none, please provide Legal Description)
<u>019-012-042</u>	<u>067-22</u>	<u>30.21</u>	<u>Lake Road, Hickman (See Deed)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (17) The effective date of this Contract shall be January 1, 2012.
- (18) 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.

TW

INDEMNIFICATION:

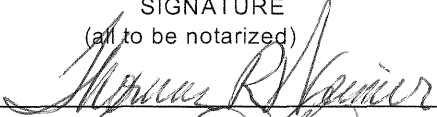


In consideration of the County's processing and consideration of this application for approval of the land use project being applied for (the "Project"), and the related California Environmental Quality Act (CEQA) consideration by the County, the Owner and Applicant, jointly and severally, agree to indemnify the County of Stanislaus ("County") from liability or loss connected with the Project approvals as follows:

1. The Owner and Applicant shall defend, indemnify and hold harmless the County and its agents, officers and employees from any claim, action, or proceeding against the County or its agents, officers or employees to attack, set aside, void, or annul the Project or any prior or subsequent development approvals regarding the Project or Project condition imposed by the County or any of its agencies, departments, commissions, agents, officers or employees concerning the said Project, or to impose personal liability against such agents, officers or employees resulting from their involvement in the Project, including any claim for private attorney general fees claimed by or awarded to any party from County.

The obligations of the Owner and Applicant under this Indemnification shall apply regardless of whether any permits or entitlements are issued.

2. The County will promptly notify Owner and Applicant of any such claim, action, or proceeding that is or may be subject to this Indemnification and, will cooperate fully in the defense.
3. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, actions, or proceeding in good faith. To the extent that County uses any of its resources responding to such claim, action, or proceeding, Owner and Applicant will reimburse County upon demand. Such resources include, but are not limited to, staff time, court costs, County Counsel's time at their regular rate for external or non-County agencies, and any other direct or indirect cost associated with responding to the claim, action, or proceedings.
4. The Owner and Applicant shall not be required to pay or perform any settlement by the County of such claim, action or proceeding unless the settlement is approved in writing by Owner and Applicant, which approval shall not be unreasonably withheld.
5. The Owner and Applicant shall pay all court ordered costs and attorney fees.
6. This Indemnification represents the complete understanding between the Owner and Applicant and the County with respect to matters set forth herein.

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 R WEIMER		9/23/11	MODESTO
KAREN G WEIMER		9/23/11	MODESTO
STAN WEIMER ENTERPRISES, INC.		9/23/11	MODESTO

Thomas R. Weimer, President, Stan Weimer Enterprises, Inc.

SECURITY HOLDERS:

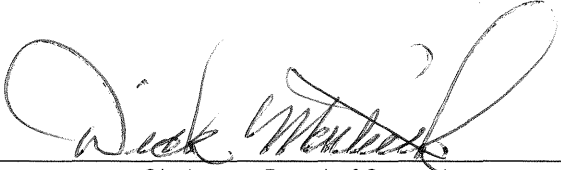
OWNER(S) NAME (print or type)	SIGNATURE (all to be notarized)	DATE	SIGNED AT (city)

ATTACHMENTS:

- (1) Legal description of Parcel covered under contract

COUNTY: Stanislaus County

December 20, 2011
Dated


 Chairman, Board of Supervisors
 Dick Monteith

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

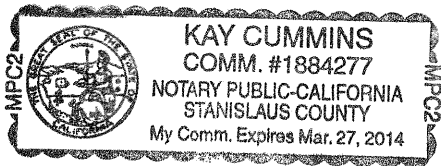
State of California

County of Stanislaus

On 9/23/11 before me, Kay Cummins, Notary Public

personally appeared Thomas R. Weimer and Karen G. Weimer

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: Kay Cummins

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: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Stanislaus

On 9/23/2011 before me, Kay Cummins, Notary Public

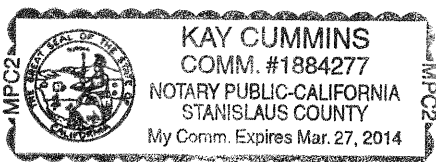
Date

Here Insert Name and Title of the Officer

personally appeared Thomas R. Weimer

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: Kay Cummins

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: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer Is Representing: _____

1. 30 acres planted to almonds located on Lake Road in the unincorporated area near the Town of Hickman, County of Stanislaus, State of California, and more particularly described as:

PARCEL 1:

Commencing at a point 25 feet South and 7.8785 chains East of the Northwest corner of Section 1, Township 4 South, Range 11 East, Mount Diablo Base and Meridian; thence East 7.121 chains; thence South 19.868 chains to the South line of the North line of the Northwest quarter of said Section 1, above township and range; thence West along said line 7.121 chains; thence North 19.868 chains to the point of commencement.

PARCEL 2:

Commencing at a point 25 feet South and 15 chains East of the Northwest corner of Section 1, Township 4 South, Range 11 East, Mount Diablo Base and Meridian; thence East 7.695 chains; thence South 19.868 chains to the South line of the North half of the Northwest quarter of Section 1, above township and range; thence West along said line 7.695 chains; thence North 19.868 chains to the point of beginning.

APN: 019-12-08

2. 30 acres planted to almonds located on Lake Road in the unincorporated area near the Town of Hickman, County of Stanislaus, State of California, and more particularly described as:

All of Parcel 2 as shown on that certain map filed for record on November 3, 1994 in Book 46 of Parcel Maps at Page 87, Stanislaus County Records.

Excepting therefrom the following described parcel of land:

Beginning at the Southeast corner of Parcel 1, as shown in said Book 46 of Parcel Maps at Page 87, with said point lying on the North-South quarter line through said Section 1; thence South 0 degrees 15' 49" east along said quarter section line, a distance of 121.10 feet; thence leaving last said line and proceeding South 89 degrees 48' 50" West a distance of 187.20 feet to a point on the boundary line of said Parcel 1; thence North 0 degrees 15' 47" west along last said line, a distance of 121.10 feet; thence North 89 degrees 48' 50" East along last said line, a distance of 187.20 feet to the point of beginning.

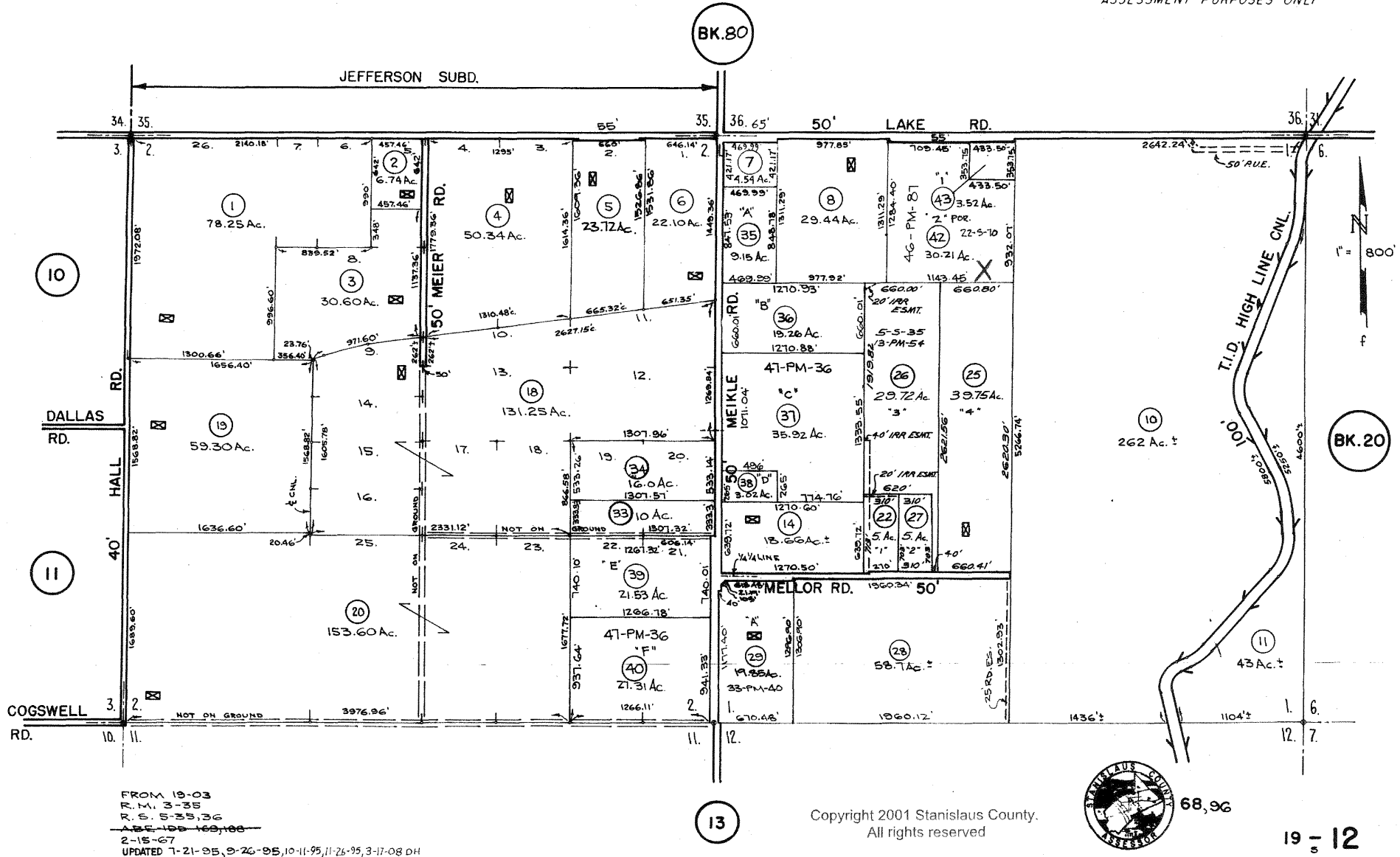
APN: 019-012-042 or 019-1209-812

SECTIONS 1 & 2 T. 4 S. R. 11 E. M. D. B. & M.
ALL OF JEFFERSON SUBDIVISION

065 001
065 010

19 - 12

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



FROM 19-03
R.M. 3-35
R.S. 5-35, 36
A.S.E. 100-100, 100
2-15-67
UPDATED 7-21-95, 9-26-95, 10-11-95, 11-26-95, 3-17-08 OH

Copyright 2001 Stanislaus County.
All rights reserved



19 - 12

CALIFORNIA LAND CONSERVATION BOARD OF SUPERVISORS
CONTRACT NO. 2012-06

THIS SPACE FOR RECORDER ONLY

RECORDED AT REQUEST **2012 JAN 19 P 2:25**
STANISLAUS COUNTY BOARD OF SUPERVISORS



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2011-0104759-00
Thursday, DEC 22, 2011 08:04:37
Ttl Pd \$0.00 Rcpt # 0003147173
OMK/R2/1-6

WHEN RECORDED RETURN TO
STANISLAUS COUNTY PLANNING
DEPARTMENT

THIS CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into December 20, 2011, 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: John Brichetto
Name
P.O. Box 11600
Address
Oakdale, CA 95361 (209) 404-6550
City, State Zip Phone Number

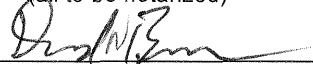
- (16) Owner desires to place the following parcels of real property under Contract:

ASSESSORS PARCEL NUMBER	CODE AREA	ACREAGE	SITUS ADDRESS (If none, please provide Legal Description)
<u>002-008-044</u>	<u>103-007</u>	<u>18.03</u>	<u>Hinds Road, Oakdale (See Deed)</u>
<u>002-008-045</u>	<u>103-007</u>	<u>595.8</u>	<u>6755 Hinds Road, Oakdale</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____


- (17) The effective date of this Contract shall be January 1, 2012.
- (18) 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.

EMK

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)
<u>David w Boersma</u>		<u>10/17/11</u>	<u>Oakdale, CA</u>

SECURITY HOLDERS:

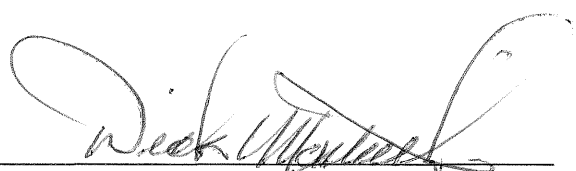
OWNER(S) NAME (print or type)	SIGNATURE (all to be notarized)	DATE	SIGNED AT (city)
<u>American AgCredit</u>		<u>10/17/11</u>	<u>Oakdale, CA</u>
<u>Stan Colombo, Vice President, American Ag Credit</u>			

ATTACHMENTS:

- (1) Legal description of Parcel covered under contract

COUNTY: Stanislaus County

December 20, 2011
Dated


 Chairman, Board of Supervisors
 Dick Monteith

ACKNOWLEDGMENT

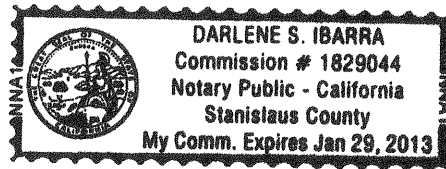
State of California
County of Stanislaus)

On October 17, 2011 before me, Darlene S. Ibarra, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)

ACKNOWLEDGMENT

State of California
County of Stanislaus)

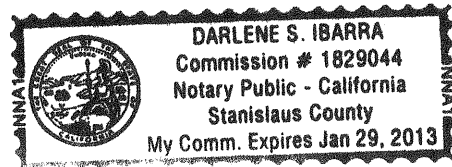
On October 17, 2011 before me, Darlene S. Ibarra, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Escrow No.: 11-51502696-AW
Locate No.: CACTI7750-7750-4515-0051502696
Title No.: 11-51502696-MG

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

All of Section 21, Township 1 South, Range 10 East, M.D.B. & M. being a portion of the Thompson Rancho.

SAVING AND EXCEPTING THEREFROM the following:

Beginning at the Section corner common to Sections 15, 16, 21 and 22, Township 1 South, Range 10 East, M.D.B. & M.; thence southerly along line between Sections 21 and 22, a distance of 473.7 feet; thence North 41° 50' West a distance of 640.2 feet more or less to the section line common to Sections 16 and 21; thence Easterly along said Section line, a distance of 427.0 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion granted to the County of Stanislaus by Deed recorded September 16, 1975, in Book 2730 of Official Records, Page 842, Stanislaus County Records.

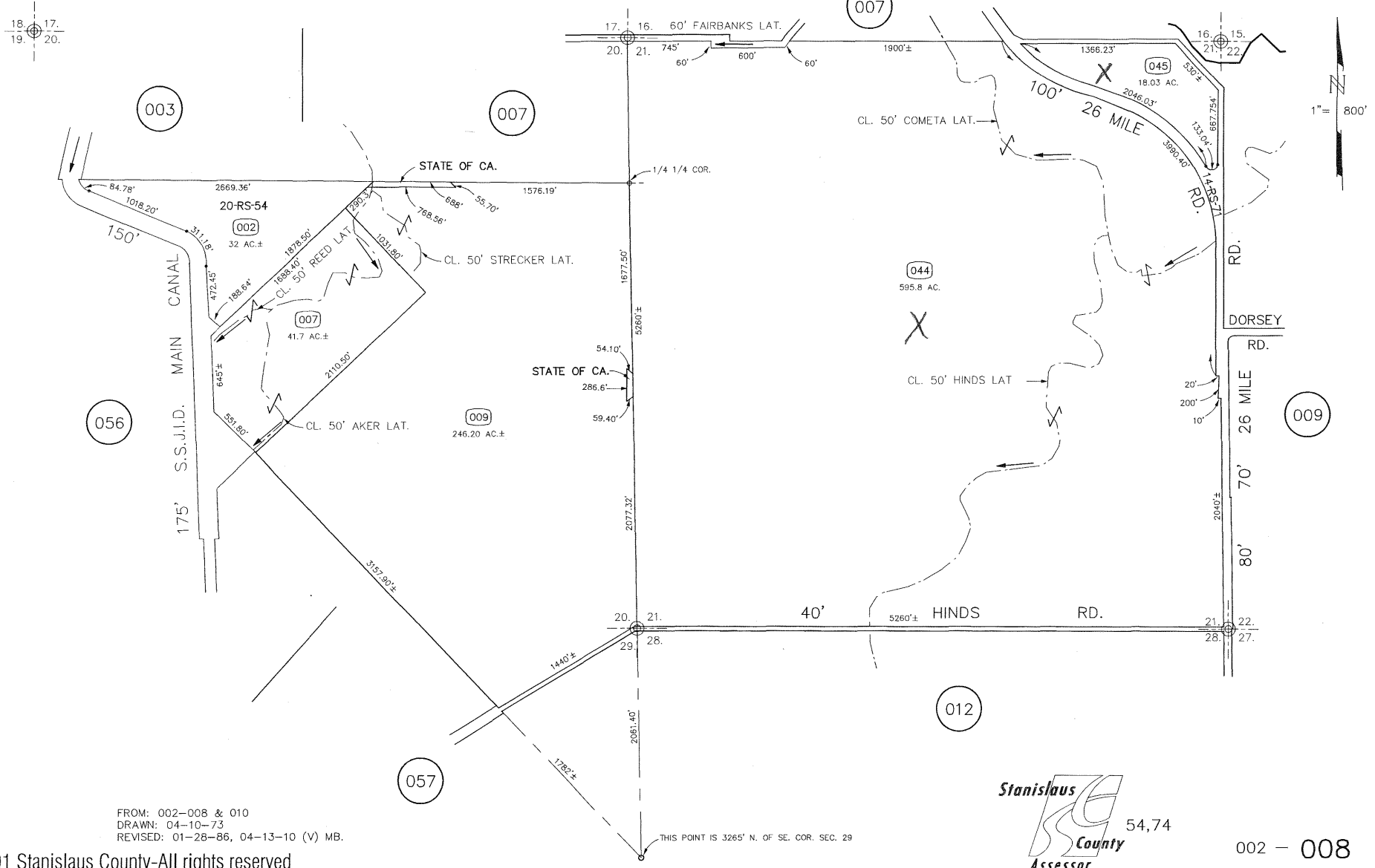
ALSO EXCEPTING THEREFROM that portion granted to the County of Stanislaus by Deed recorded December 27, 1979, in Book 3273 of Official Records, Page 553, Stanislaus County Records.

APN: 002-008-044 AND 002-008-045

POR. SECTIONS 20,21,29 T.1S. R.10E. M.D.B.& M.

THIS MAP FOR ASSESSMENT PURPOSES ONLY 103 002 103 007

002 - 008



FROM: 002-008 & 010
 DRAWN: 04-10-73
 REVISED: 01-28-86, 04-13-10 (V) MB.

Copyright 2001 Stanislaus County-All rights reserved

Stanislaus County Assessor 54,74

002 - 008