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

DEPT: Planning and Community Development BOARD AGENDA #:

AGENDA DATE: June 7, 2016

\*D-1

#### SUBJECT:

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

| BOARD ACTION AS FOLLOWS:                                | <b>No.</b> 2016-286                      |
|---|--|
| On motion of Supervisor _ Chiesa                        | , Seconded by Supervisor <u>_Withrow</u> |
| and approved by the following vote,                     |  |
| Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, | and Chairman Monteith                    |
| 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:   |  |

Clerk of the Board of Supervisors

# THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

| DEPT: Pl | anning and C | ommunity Develop | oment | BOARD AGENDA #:    | *D-1       |
|----------|--------------|------------------|-------|--------------------|------------|
| Ur       | gent C       | Routine 💿        | DC    | AGENDA DATE: Ju    | ne 7, 2016 |
|          |              |                  | 11    |                    |            |
| CEO CON  | CURRENCE:    |                  |       | 4/5 Vote Required: | ∕es O No ⊙ |

#### SUBJECT:

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

#### STAFF RECOMMENDATIONS:

- 1. Pursuant to California Government Code Section 51257, determine that the following seven findings can be made based on the written evidence submitted by the applicant:
  - a. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcels for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than ten years, except as authorized under the County implementation of AB1265.
  - 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 Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located east of Wamble Road, Between North Fogarty Road and State Route 108/120, east of the City of Oakdale.
- 3. Approve new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.
- 4. Authorize the Director of Planning and Community Development to execute new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.

## **DISCUSSION:**

This request involves five separate lot line adjustment applications to be processed simultaneously for approval of the desired final parcel configurations needed to correct property lines for existing access roads and fences. In total, there will be only 11 parcels involved in the five separate applications as some parcels are utilized multiple times. The parcels involved in the lot line adjustments are located east of Wamble Road, between North Fogarty Road and State Route 108/120, east of the City of Oakdale, in the unincorporated area of Stanislaus County. An area map of the 1,224 acre project site as presently sized, including the area covered by each of the lot line adjustment applications, is provided in Attachment 1. An overview of the lot line adjustment applications, include property owners, parcel sizes (existing and proposed), Williamson Act Contract information, and current development/use of the parcels is provided in Attachment 2. Attachments 3-7 provide before and after maps of each of the five proposed lot line adjustments.

The Williamson Act requires Board action to rescind and simultaneously enter into a new contract, or contracts, reflecting adjusted parcel configurations. Staff has reviewed all five lot line adjustment applications for compliance with the County's General Plan and all applicable zoning and Williamson Act criteria and determined that the applications meet the requirements for approval.

In total, 10 of the 11 parcels involved are enrolled in four separate contracts. However, if this lot line is approved, all 11 parcels will be enrolled in new contracts. This will encumber an additional 48.01 acres into the Williamson Act and bring the total number of acres covered under the Williamson Act to 1,224 acres.

Pursuant to California Government Code Section 51257, the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts, provided that the Board 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 ten years, except as authorized under the County's implementation of AB1265.

- 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 California Government Code Section 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.
- 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.

Staff believes that all the findings can be made as the proposed lot line adjustments will not increase the number of developable parcels, will not reduce the number of acres covered under contract, and will not compromise the continued agricultural use of the parcels.

New Williamson Act Contracts would typically come before the Board once a year, in December. Williamson Act Contracts for 2016 came before the Board on December 15, 2015; however, 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 all new contracts supersede all existing contracts, upon recording. As in the case with all Williamson Act Contracts in Stanislaus County, the new contracts will be subject to the provisions of AB1265.

#### POLICY ISSUE:

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's policies specifically state that the County shall continue to administer lot

line adjustments involving agricultural land, provided the land is properly designed for agricultural purposes without materially decreasing the agricultural use of the site.

#### FISCAL IMPACT:

All costs associated with this item are included in the Lot Line Adjustment application fee. It is anticipated that there will be no net change in property tax or other revenue.

#### BOARD OF SUPERVISORS' PRIORITY:

Approval of this action supports the Board's priority of A Strong Agricultural Economy/Heritage by establishing parcels that are consistent with the County General Plan, County Zoning Ordinance, and locally adopted Williamson Act Uniform Rules.

#### STAFFING IMPACT:

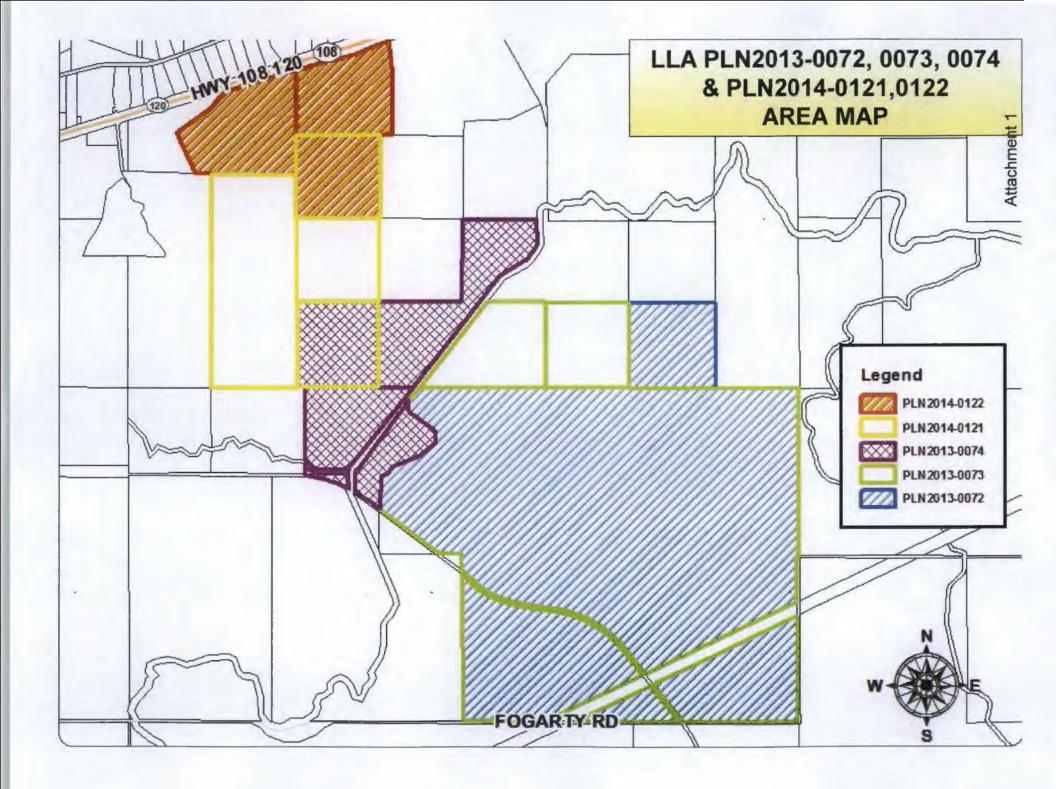
There are no staffing impacts associated with this item.

#### **CONTACT PERSON:**

Angela Freitas, Planning & Community Development Director Telephone: (209) 525-6330

#### ATTACHMENT(S):

- 1. Project Site Map
- 2. Williamson Act & Lot Line Adjustment Request Overview
- 3. PLN2013 0072 Map of Parcels Before and After
- 4. PLN2013 0073 Map of Parcels Before and After
- 5. PLN2014 0121 Map of Parcels Before and After
- 6. PLN2013 0074 Map of Parcels Before and After
- 7. PLN2014 0122 Map of Parcels Before and After

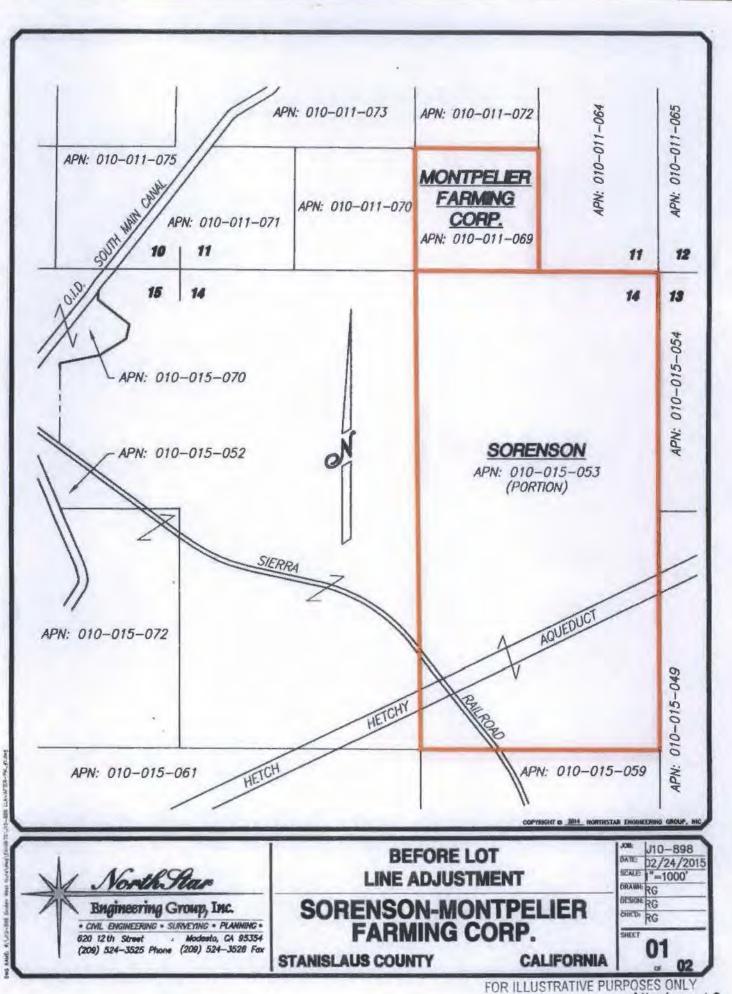


|               | Assessors Pa                             | rcel No.       |                               | Williamson Contract |                |          |          |           |             |                             |
|---------------|--|----------------|-------------------------------|---------------------|----------------|----------|----------|-----------|-------------|-----------------------------|
| LLA           | (APN)                                    |                | Parcel Owners/Applicants      |                     |                | Acr      | Acreage  |           | ize (Acres) |                             |
| Parcel<br>No. | No.                                      | Portion<br>Y/N |                               | Contract No.        | Portion<br>Y/N | Existing | Proposed | Existing* | Proposed    | Existing<br>Use/Development |
| LLA App       | lication No. PLN                         | 2013-00        | 72 - Sorenson/Montpelier      |                     |                | -        |          |           |             |                             |
| 1             | 010-015-053                              | Y              | Sorenson, et.al               | 1972-0497           | Y              | 668.7    | 669.27   | 300.6     | 301.17      | Almond Orchard              |
| 2             | 010-011-069                              | N              | Montpelier Farming Corp.      | 1977-2759           | Y              | 822.3    | 821.73   | 42.61     | 42.04       | Almond Orchard              |
|               | n an | · · · ·        |                               | Total Acreag        | e:             | 1,491    | 1,491    | 343.2     | 343.2       |                             |
| LLA App       | lication No. PLN                         | 2013-00        | 73 - Sorenson/Montpelier      |                     |                |          |          |           |             |                             |
| 1             | 010-015-053                              | Y              | Sorenson, et.al               | 1972-0497           | N              | 669.27   | 670.48   | 302.8     | 304.01      | Almond Orchard              |
| 2             | 010-015-053                              | Y              | Sorenson, et.al               | 1972-0497           | N              | 670.48   | 670.45   | 65.3      | 65.27       | Almond Orchard              |
| 3             | 010-011-070                              | N              | Montpelier Farming Corp.      | 1977-2759           | Y              | 821.73   | 821.12   | 41.39     | 40.78       | Almond Orchard              |
| 4             | 010-011-071                              | N              | Montpelier Farming Corp.      | 1977-2759           | Y              | 821.12   | 820.55   | 45.16     | 44.59       | Almond Orchard              |
|               |  |                |                               | Total Acreag        | e:             | 2,983    | 2,983    | 454.7     | 454.7       |                             |
| LLA App       | lication No. PLN                         | 2014-01        | 21 - Montpelier Farming Corp, | /Burchell Nurse     | ery            |          |          |           |             |                             |
| 1             | 010-011-076                              | N              | Montpelier Farming Corp.      | 1977-2579           | Y              | 820.55   | 821.39   | 40        | 40.84       | Almond Orchard              |
| 2             | 010-011-077                              | N              | Montpelier Farming Corp.      | 1977-2579           | Y              | 821.39   | 822.16   | 40        | 40.77       | Almond Orchard              |
| 3             | 010-011-079                              | N              | Montpelier Farming Corp.      | 1977-2579           | Y              | 822.16   | 822.34   | 40        | 40.18       | Almond Orchard              |
| 4             | 010-011-068                              | N              | Burchell Nursery, Inc.        | 1976-2367           | Y              | 799.23   | 797.44   | 102.88    | 101.09      | Orchard, Row Crops          |
|               |  |                |                               | Total Acreag        | e:             | 3,263    | 3,263    | 222.9     | 222.9       |                             |
| LLA App       | lication No. PL                          | 2013-00        | 74 - Montpelier/Sundance      |                     |                |          |          |           |             | <b></b>                     |
| 1             | 010-011-075                              | N              | Montpelier Farming Corp.      | 1977-2579           | Υ              | 822.31   | 821.94   | 58.82     | 58.45       | Almond Orchard              |
| 2             | 010-011-076 <sup>1</sup>                 | N              | Montpelier Farming Corp.      | 1977-2579           | Y              | 821.94   | 821.1    | 40.84     | 40          | Almond Orchard              |
| 3             | 010-015-070                              | N              | Sundance Development Inc.     | N/A                 | N/A            | N/A      | 49.22    | 48.01     | 49.22       | Almond Orchard              |
|               |  |                |                               | Total Acreag        | e:             | 1,644    | 1,692    | 147.7     | 147.7       |                             |
| LLA App       | lication No. PLN                         | 2014-01        | 22 - Montpelier Farming Corp, | /Fresno Farmin      | g              |          |          |           |             |                             |
| 1             | 010-011-079 <sup>1</sup>                 | N              | Montpelier Farming Corp.      | 1977-2579           | Y              | 821.1    | 821.17   | 40.18     | 40.25       | Almond Orchard              |
| 2             | 010-011-081                              | N              | Montpelier Farming Corp.      | 1977-2579           | Y              | 821.17   | 821.13   | 43.66     | 43.62       | Almond Orchard              |
| 3             | 010-011-038                              | N              | Fresno Farming Company        | 1996-4325           | Y              | 52.64    | 52.61    | 52.64     | 52.61       | Poultry<br>Ranch/Residence  |
|               |  |                |                               | <b>Total Acreag</b> | e:             | 1,695    | 1,695    | 136.5     | 136.5       |                             |

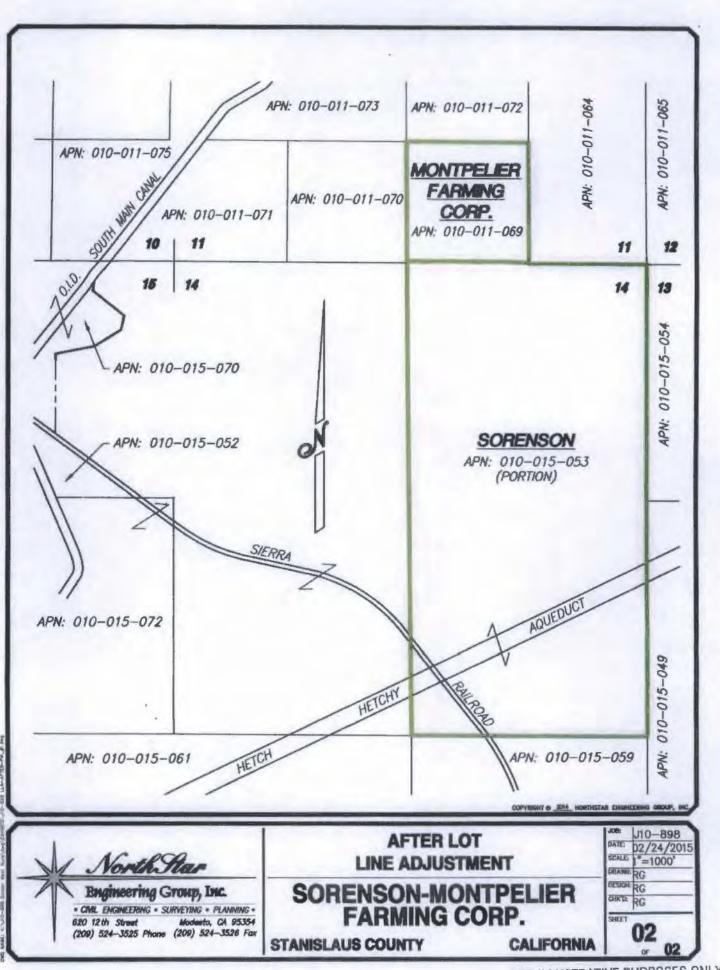
#### Williamson Act & Lot Line Adjustment (LLA) Overview

\* Total acreage for all Lot Line Adjustment Applications as represented in Agenda Report includes acreage of Parcels as presently sized.

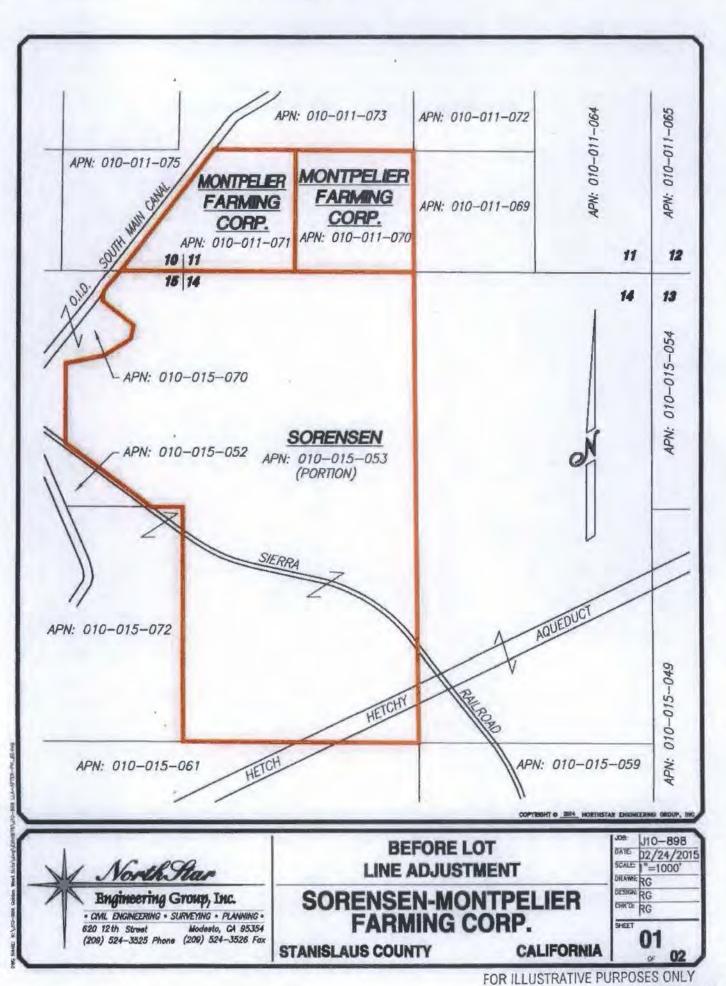
<sup>1</sup>APN's 010-011-076 & 010-011-079 as represented in LLA PLN2013-0074 & PLN2014-0122 were not included in the calculation for total acreage as represented in the Agenda Report due to being utilized twice



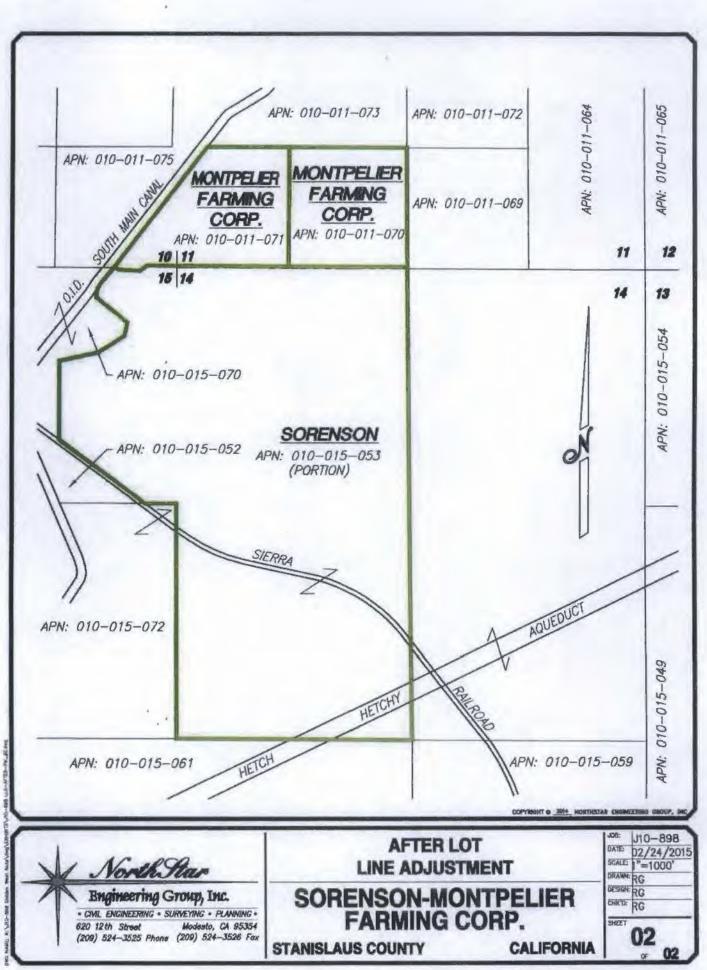
Attachment 3

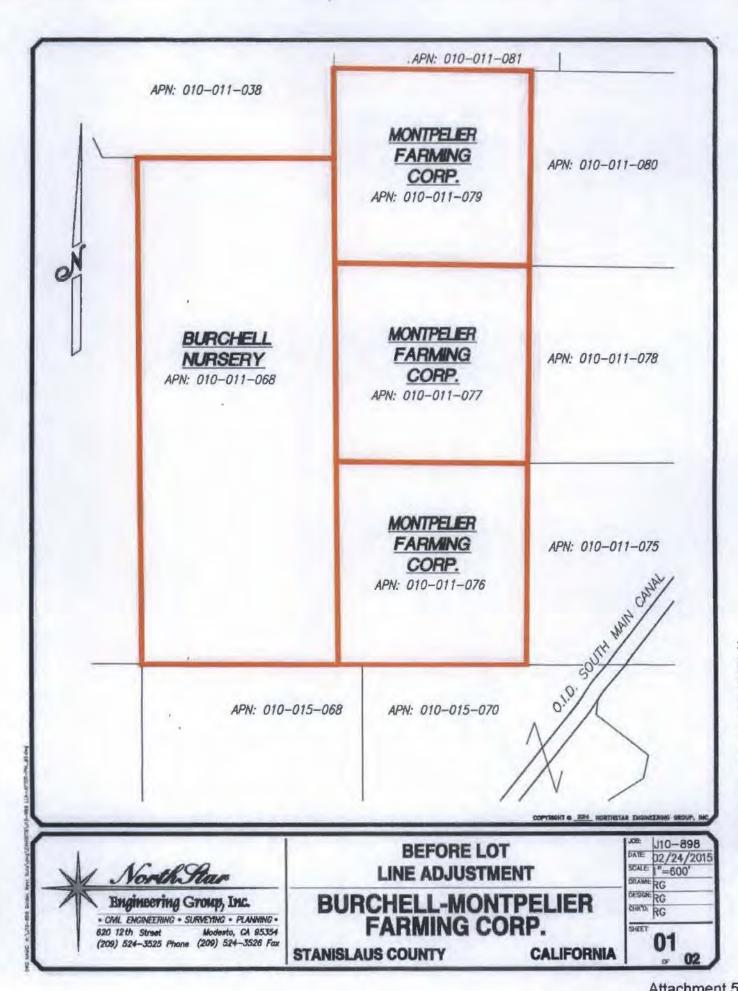


FOR ILLUSTRATIVE PURPOSES ONLY



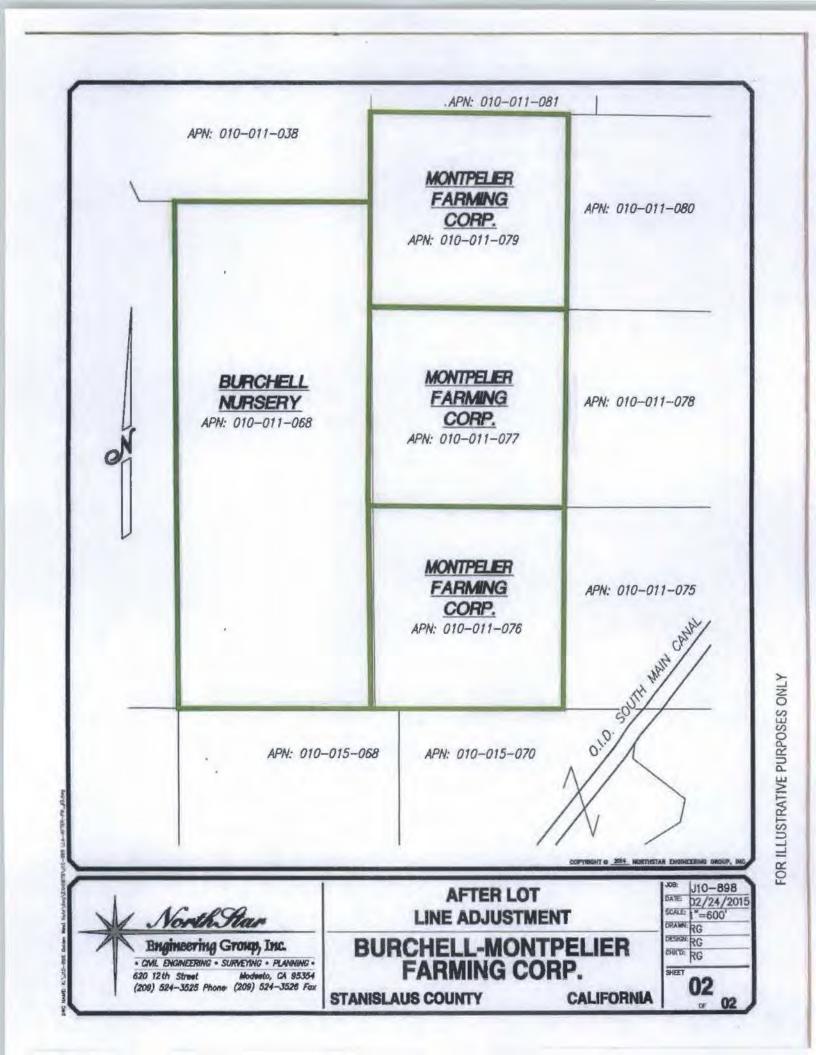
Attachment 4

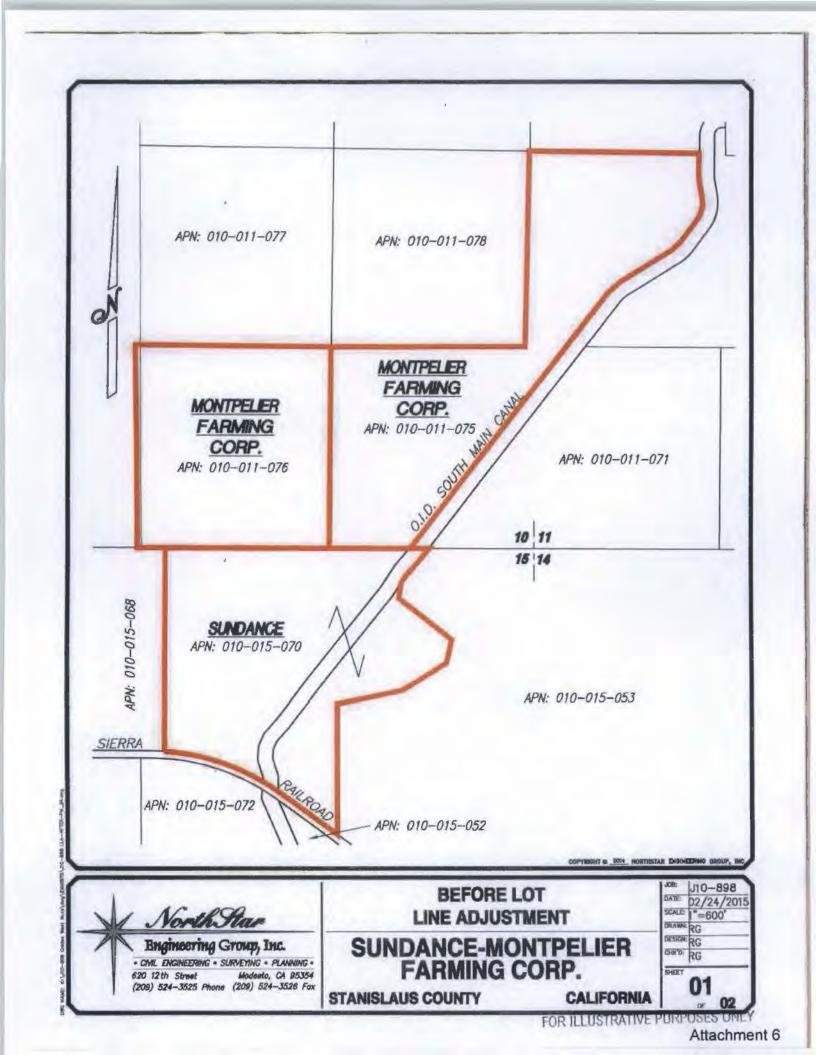


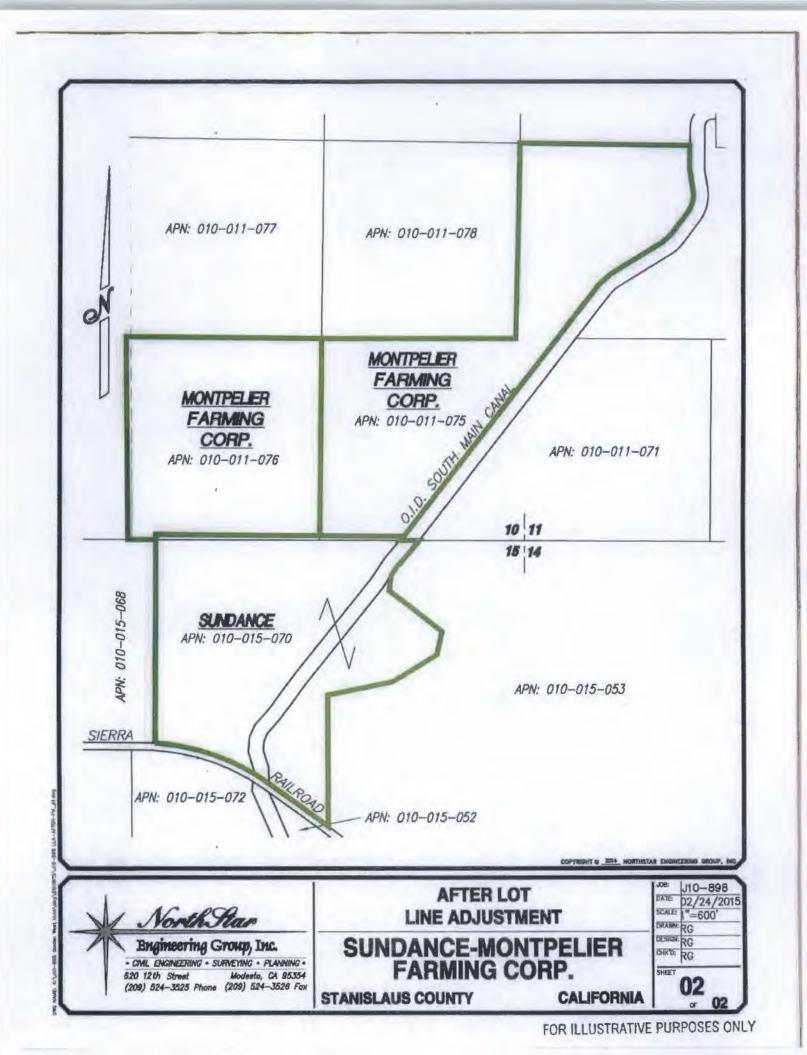


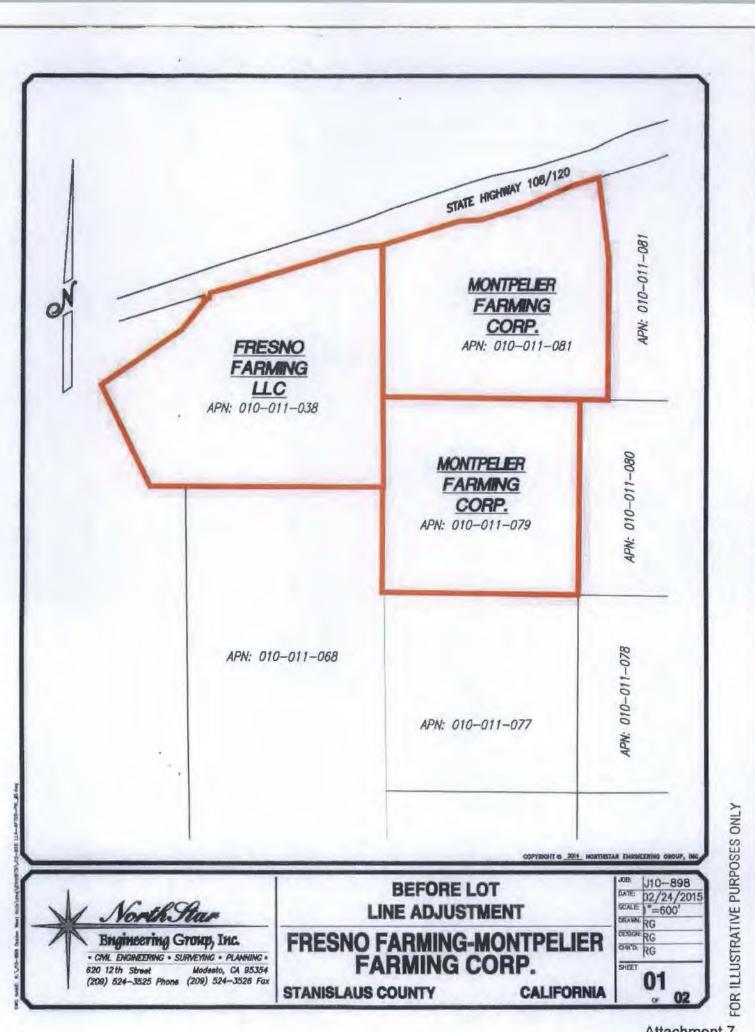
FOR ILLUSTRATIVE PURPOSES ONLY

Attachment 5

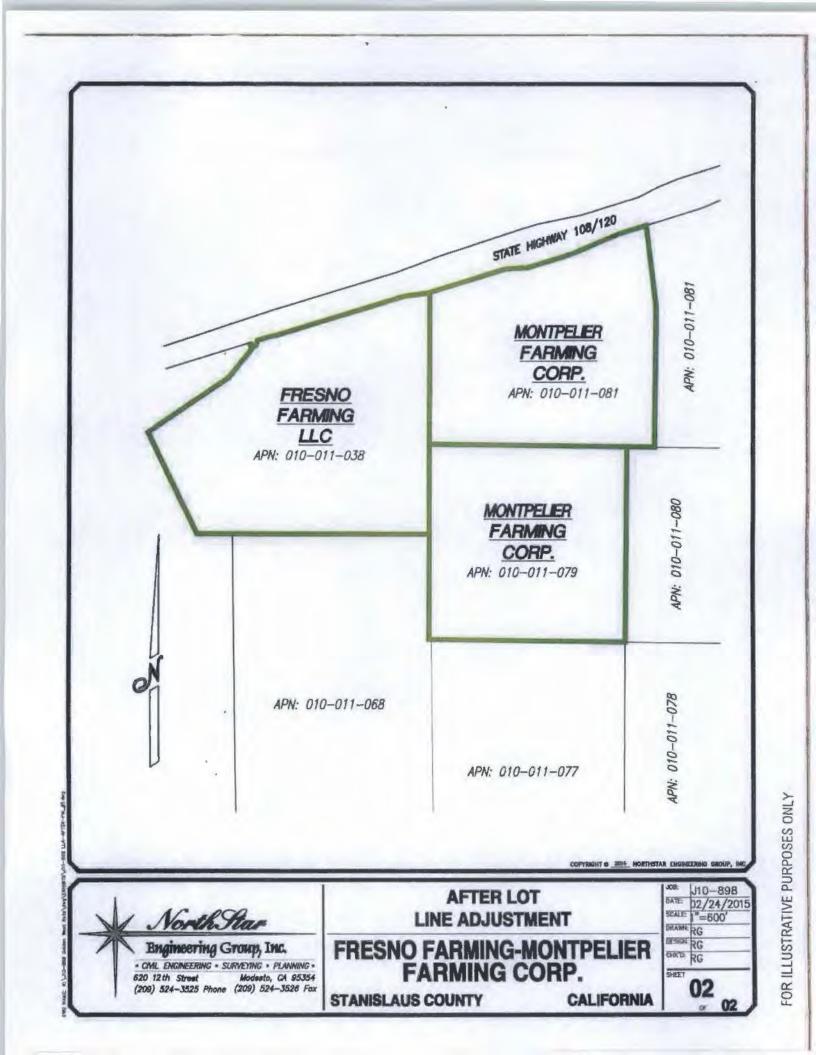








Attachment 7



| RECORDING REQUESTED BY  | THIS:                            |
|---|----------------------------------|
| STANISLAUS COUNTY BOARD OF  | Stanislaus, County Recorder      |
| SUPERVISORS   | Lee Lundrigan Co Recorder Office |
| WHEN RECORDED RETURN TO   | DOC- 2016-0051401-00             |
| STANISLAUS COUNTY DEPARTMENT OF   | Acct 121-Planning.               |
| PLANNING & COMMUNITY DEVELOPMENT  | Monday, JUL 11, 2016 15:45:02    |
| 1010 10 <sup>TH</sup> STREET, SUITE 3400  | Ttl Pd \$0.00 Rcpt # 0003836500  |
| MODESTO, CA 95354   | OGP/R2/1-15                      |
| NOTICE OF RESCISSION AND<br>SIMULTANEOUS RE-ENTRY INTO<br>CALIFORNIA LAND CONSERVATION<br>CONTRACT NO. <u>2016-21</u> |                                  |

THIS NOTICE OF RESCISSION AND CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into <u>June 7, 2016</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:             | BURCHERLL NURSE                       | ERY   |
|-------------|-------------------------------|---------------------------------------|---|
|             |                               | 12000 HIGHWAY 108                     | & 120   |
|             |                               | OAKLAND, CA 95361                     |   |
| (16)        | Owner desires to place the fo | llowing parcels of real proper        | ty under Contract:  |
|             | ESSORS<br>CEL NUMBER          | ACREAGE                               | SITUS ADDRESS (If none, please provide Legal Description) |
| 010-011-068 |                               | 101.09                                | 0 HWY 120 Oakdale, CA 95361                               |
|             |                               |                                       |   |
|             |                               |                                       |   |
|             |                               | · · · · · · · · · · · · · · · · · · · |   |

Pursuant to Stanislaus County Board of Supervisors Resolution No. <u>2016-286</u>, relating to Lot Line Adjustment No. <u>PLN2014-0121</u> as authorized by Govt. Code § 51257, California Land Conservation Contract No. <u>1976-2367</u> which encumbered the parcel described in Exhibit A is 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

- The effective date of this Contract shall be date of recording. (18)
- Uses on the subject property are limited to those specifically described in Chapter 21.20 of the Stanislaus County (19)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)              |  | (city)              |
| WMI Burchell            | 25 BiBnehele                       | 5.8.15                                 | Oakeala             |
| Thomask. Burchell       | The W. Ma                          | 5-8-15                                 | Oaktala<br>Oakdale  |
| * chair of the Board    | Burch the Nursery                  | ,Inc.                                  |                     |
| & President Burch       | ell Nursery, Inc.                  | · ·                                    |                     |
| 4                       | ,                                  |  |                     |
|                         |                                    | ······································ |                     |
| SECURITY HOLDERS:       |                                    |  |                     |
| NAME<br>(print or type) | SIGNATURE<br>(all to be notarized) | DATE                                   | SIGNED AT<br>(city) |
| (print or type)         | (an to be notanzed)                |  | (City)              |
| -                       |                                    |  |                     |
| -                       |                                    |  |                     |
|                         |                                    |  |                     |
|                         |                                    |  |                     |
|                         |                                    |  |                     |
|                         |                                    |  |                     |
|                         |                                    |  |                     |
|                         | ·                                  |  |                     |

EXHIBITS:

Dated

- (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

7.8.2011

Chairman, Board of Supervisors Angela Freitas for DICK MONTEITH

I:\Planning\Lot Lines and Mergers\LLA\TENT APPROVAL.LL WITH RE RE WILLYACT LETTERS\2014\LLA PLN2014-0121 & RE RE WAC - MONTPELIER FARMING CORP.-BURCHELL NURSERY, INC

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

#### CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California )                                     |        |
|---|--------|
| County of Stanislaus )                                    |        |
| on July 8, 2016 before me, Christine Michele Smith, Notan | Ublic, |
| Date Here Insert Name and Title of the Officer            |        |
| personally appeared Angela Freitas                        |        |
| 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.

stere Michele Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL** ~

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of Attached Document       A         Title or Type of Document:       WMS Act 010         Number of Pages:       Signer(s) Other Than N | DII-068 Document Date: 6-7-2016<br>Named Above: |  |  |
|---|---|--|--|
| Capacity(ies) Claimed by Signer(s)<br>Signer's Name:  | Signer's Name:                                  |  |  |
| Corporate Officer – Title(s):   | Corporate Officer – Title(s):                   |  |  |
| 🗆 Partner — 🗌 Limited 🛛 🖾 General   | 🗆 Partner – 🔲 Limited 👘 General                 |  |  |
| Individual     Individual   | Individual     Attorney in Fact                 |  |  |
| Trustee     Guardian or Conservator   | □ Trustee □ Guardian or Conservator             |  |  |
| Other:  | C Other:  |  |  |
| Signer Is Representing:   | Signer Is Representing:                         |  |  |

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# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA

COUNTY OF STANISLAVS

On MAY 8, 2015 before me, E. PEREZ. VEGA, NOTARY RUBLIC, Notary

Date (here insert name and title of the officer)

personally appeared WILLIAM I. BUKCHELL AND THOMAS W. BURCHELL

Ano JAmes C. Crece Lives &.

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.                     | E. PEREZ-VEGA<br>COMM. #2004474<br>NOTARY PUBLIC - CALIFORNIA<br>SAN JOAQUIN COUNTY<br>My Commission Expires Jan 18, 2017 |
|--|---|
| Signature.   | (Seal)<br>OPTIONAL  |
| Description of Attached Document                       |   |
| Title or Type of Document: CUNSEONATION                | Number of Pages:  |
| Document Date: Other:                                  |   |
| 2015 Apostille Service, 707-992-5551 www.CaliforniaApo | stille.us <u>California Mobile Notary Network</u> www.CAMNN.com   |

Lot Line Adjustment 2014-0121

## **Unadjusted Parcels**

Legal Description

#### Parcel 1: (Montpelier Farming Corporation) (56-PM-97)

Parcel 8, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 2: (Montpelier Farming Corporation) (56-PM-97)

Parcel 9, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

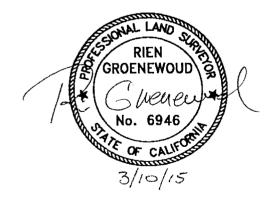
#### Parcel 3: (Montpelier Farming Corporation) (56-PM-97)

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 4: (Burchell Nursery)

The East half of the West half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian.

Also excepting all that portion of said Section 10 lying north of the south line of Parcel 4 of Volume 910, Page 532 of Official Records recorded on October 31, 1947, Stanislaus County Records.



(Page 1 of 4)

#### Lot Line Adjustment 2014-0121

### **Resultant Parcel**

Legal Description

### Adjusted Parcel 1:

Parcel 8, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### **TOGETHER WITH:**

**BEGINNING** at the southwest corner of said Parcel 8, said corner being also the South quarter corner of said Section 10 and being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the South line of said Section 10 North 89°52'22" West, a distance of 26.71 feet; thence leaving said South line and proceeding North 00°15'18" West, a distance of 744.87 feet; thence North 01°09'07" West, a distance of 623.28 feet to a point on the westerly extension of the North line of said Parcel 8;

thence along said westerly extension South 89°26'43" East, a distance of 32.33 feet to the northwest corner of said Parcel 8;

thence along the West line of said Parcel 8 South 00°25'42" East, a distance of 1367.81 feet to the point of beginning.

GROENEWOU No.

(Page 2 of 4)

#### Lot Line Adjustment 2014-0121

## **Resultant Parcel**

Legal Description

### Adjusted Parcel 2:

Parcel 9, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 1367.81 feet to the southwest corner of said Parcel 9 and the **TRUE POINT OF BEGINNING** of this description;

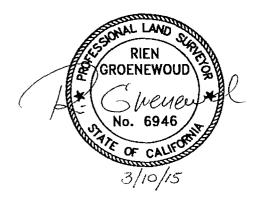
thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 9, North 89°26'43" West, a distance of 32.33 feet;

thence North 01°09'07" West, a distance of 84.91 feet;

thence North 00°22'21" East, a distance of 1257.80 feet to a point on the Westerly extension of the North line of said Parcel 9;

thence along last said westerly extension South 89°11'05" East, a distance of 15.82 feet to the northwest corner of said Parcel 9;

thence along the West line of said Parcel 9, being also along said North-South centerline, South 00°25'42" East, a distance of 1342.80 feet to the point of beginning.



(Page 3 of 4)

#### Lot Line Adjustment 2014-0121

## **Resultant Parcel**

Legal Description

### Adjusted Parcel 3:

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 2710.61 feet to the southwest corner of said Parcel 11 and the **TRUE POINT OF BEGINNING** of this description;

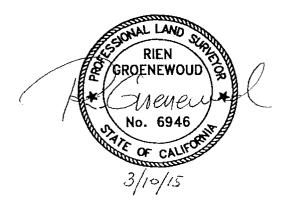
thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 11, North 89°11'05" West, a distance of 15.82 feet;

thence North 00°22'21" East, a distance of 434.28 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along last said North line South 89°53'24" East, a distance of 7.50 feet to a point on said North-South centerline, being also a point on the West line of said Parcel 11;

thence along said North-South centerline South 00°25'42" East, a distance of 707.75 feet to the point of beginning.



(Page 4 of 4)

### Lot Line Adjustment 2014-0121

### **Resultant Parcel**

Legal Description

#### **Adjusted Parcel 4:**

The East half of the West half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian.

EXCEPTING THEREFROM all that portion of said Section 10 lying north of the south line of Parcel 4 of Volume 910, Page 532 of Official Records recorded on October 31, 1947, Stanislaus County Records.

#### ALSO EXCEPTING THEREFROM:

**BEGINNING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the South line of said Section 10 North 89°52'22" West, a distance of 26.71 feet; thence leaving said South line and proceeding North 00°15'18" West, a distance of 744.87 feet thence North 01°09'07" West, a distance of 708.20 feet;

thence North 00°22'21" East, a distance of 1692.08 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along said North line South 89°53'24" East, a distance of 7.50 feet to a point on the East line of said West half;

thence along said East line South 00°25'42" East, a distance of 3418.35 feet to the point of beginning.



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

DEPT: Planning and Community Development BOARD AGENDA #: \*D-1

AGENDA DATE: June 7, 2016

#### SUBJECT:

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

| BOARD ACTION AS FOLLOWS               | : <b>No.</b> 2016-286                    |
|---------------------------------------|--|
| On motion of Supervisor _Chiesa       | , Seconded by Supervisor _Withrow        |
| and approved by the following vote,   |  |
| Ayes: Supervisors: O'Brien, Chiesa, W | (throw, DeMartini, and Chairman Monteith |
| Noes: Supervisors: Non                | le                                       |
| Excused or Absent: Supervisors: Non   | e  |
| Abstaining: Supervisor: Non           | e  |
| 1) X Approved as recommende           |  |
| 2) Denied                             |  |
| 3) Approved as amended                |  |
| 4) Other:                             |  |
| MOTION:                               |  |

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors. ELIZABETH A. KING Clerk of the Board of Supervisors of the County of Stanislaus, State of California

ETH A. KING, Clerk of the Board of Supervisors



# THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

| DEPT: | Planning and | Community Develop | oment | BOARD AGENDA #: *D-1          |   |
|-------|--------------|-------------------|-------|-------------------------------|---|
|       | Urgent C     | Routine 💿         | AF    | AGENDA DATE: June 7, 2016     | - |
| CEO C | ONCURRENCE   | :<br>             |       | 4/5 Vote Required: Yes C No € |   |

#### SUBJECT:

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

#### STAFF RECOMMENDATIONS:

- 1. Pursuant to California Government Code Section 51257, determine that the following seven findings can be made based on the written evidence submitted by the applicant:
  - a. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcels for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than ten years, except as authorized under the County implementation of AB1265.
  - 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.

- Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located east of Wamble Road, Between North Fogarty Road and State Route 108/120, east of the City of Oakdale.
- 3. Approve new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.
- 4. Authorize the Director of Planning and Community Development to execute new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.

#### DISCUSSION:

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This request involves five separate lot line adjustment applications to be processed simultaneously for approval of the desired final parcel configurations needed to correct property lines for existing access roads and fences. In total, there will be only 11 parcels involved in the five separate applications as some parcels are utilized multiple times. The parcels involved in the lot line adjustments are located east of Wamble Road, between North Fogarty Road and State Route 108/120, east of the City of Oakdale, in the unincorporated area of Stanislaus County. An area map of the 1,224 acre project site as presently sized, including the area covered by each of the lot line adjustment applications, is provided in Attachment 1. An overview of the lot line adjustment applications, include property owners, parcel sizes (existing and proposed), Williamson Act Contract information, and current development/use of the parcels is provided in Attachment 2. Attachments 3-7 provide before and after maps of each of the five proposed lot line adjustments.

The Williamson Act requires Board action to rescind and simultaneously enter into a new contract, or contracts, reflecting adjusted parcel configurations. Staff has reviewed all five lot line adjustment applications for compliance with the County's General Plan and all applicable zoning and Williamson Act criteria and determined that the applications meet the requirements for approval.

In total, 10 of the 11 parcels involved are enrolled in four separate contracts. However, if this lot line is approved, all 11 parcels will be enrolled in new contracts. This will encumber an additional 48.01 acres into the Williamson Act and bring the total number of acres covered under the Williamson Act to 1,224 acres.

Pursuant to California Government Code Section 51257, the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts, provided that the Board 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 ten years, except as authorized under the County's implementation of AB1265.

- 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 California Government Code Section 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.
- 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.

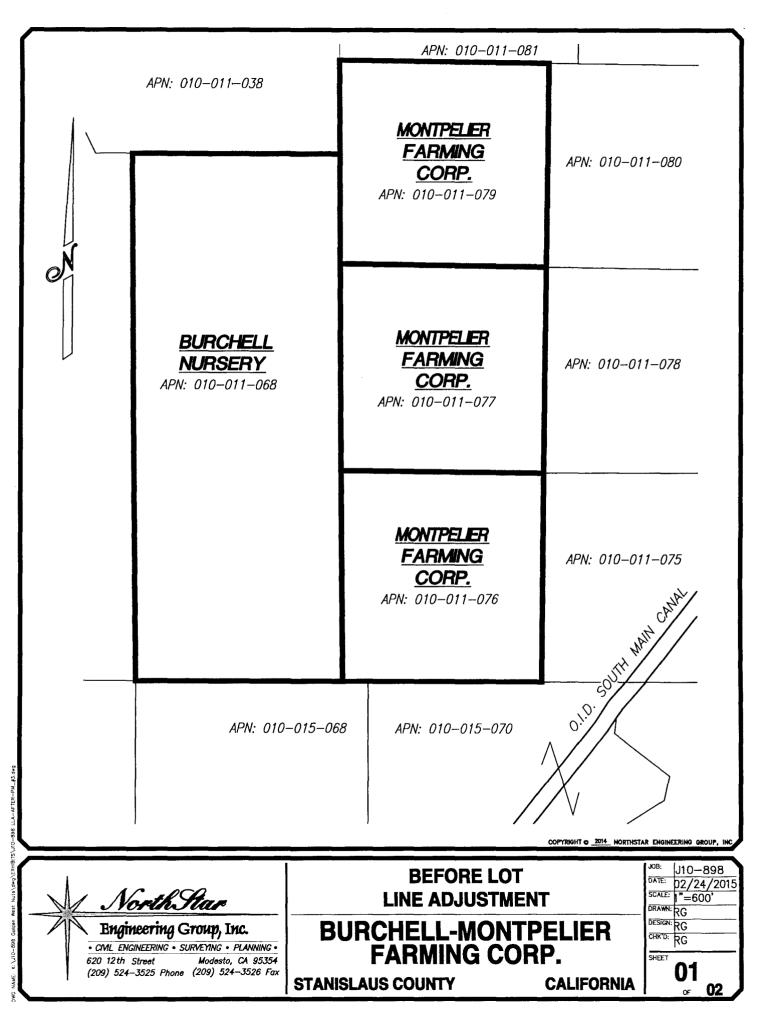
Staff believes that all the findings can be made as the proposed lot line adjustments will not increase the number of developable parcels, will not reduce the number of acres covered under contract, and will not compromise the continued agricultural use of the parcels.

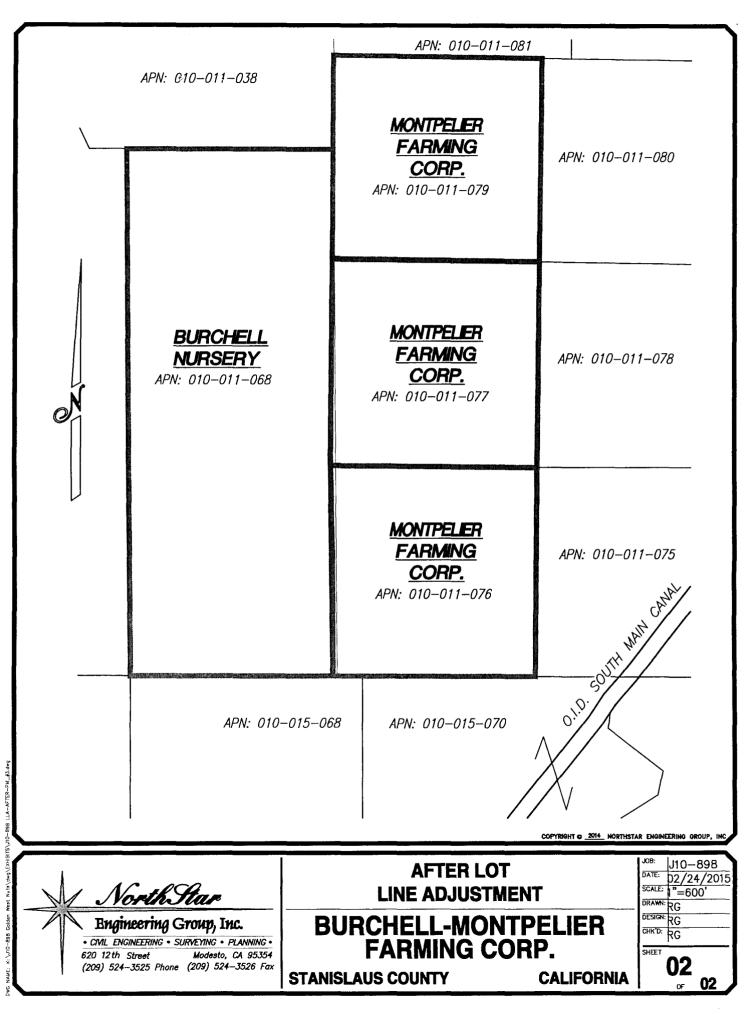
New Williamson Act Contracts would typically come before the Board once a year, in December. Williamson Act Contracts for 2016 came before the Board on December 15, 2015; however, because this action is related to a lot line adjustment, it is prudent to act on this action independently of other Williamson Act Contracts. Therefore, it is the intention of this action that all new contracts supersede all existing contracts, upon recording. As in the case with all Williamson Act Contracts in Stanislaus County, the new contracts will be subject to the provisions of AB1265.

#### POLICY ISSUE:

.

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's policies specifically state that the County shall continue to administer lot





# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

# Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC- 2016-0051400-00 Acct 121-Planning. Monday, JUL 11, 2016 15:44:50 Ttl Pd \$53.00 Rcpt # 0003836599 OGP/R2/1-13

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>February 23, 2015</u>, approved the lot line adjustment herein described submitted under the name of <u>Montpelier Farming Corp./Burchell Nursery, Inc.</u> Lot Line Adjustment No. <u>PLN2014-0121</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" and Exhibit "C", 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.

ANGELA FREITAS, DIRECTOR

By:

Jelemy Ballard, Assistant Planner Stanislaus County Department of Planning and Community Development

(0/24/16)

Date

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

#### CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California | )   |
|---------------------|---|
| County of Stan      | islaus )                                  |
| on 6/29/16          | before me, KIMENA L. Hall, Notary Public, |
| Date                | Here Insert Name and Title of the Officer |
| personally appeared | Jereny Ballard                            |
|                     | Name(a) 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

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL** -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of Attached Document     |                         |                                   |                         |
|--------------------------------------|-------------------------|-----------------------------------|-------------------------|
| Title or Type of Document:           |                         | Document Date:                    |                         |
| Number of Pages: Signer(s) Other Tha |                         | Named Above:                      |                         |
| Capacity(ies) Claimed by Signer(s)   |                         |                                   |                         |
| Signer's Name:                       |                         | Signer's Name:                    |                         |
| Corporate Officer – Title(s):        |                         | Corporate Officer – Title(s):     |                         |
| □ Partner – □ Limited □ General      |                         | 🗆 Partner — 🖾 Limited 🛛 🗆 General |                         |
| 🗌 Individual                         | Attorney in Fact        | 🗆 Individual                      | Attorney in Fact        |
| Trustee                              | Guardian or Conservator | 🗆 Trustee                         | Guardian or Conservator |
| Other:                               |                         | Other:                            |                         |
| Signer Is Representing:              |                         | Signer Is Representing:           |                         |
|                                      |                         | <u></u>                           |                         |

NEW CONTRACTOR CONTRAC ©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

#### GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY KIMERA L. HALL

COMMISSION NO. 2084258

DATE COMMISSION EXPIRES OCTOBER 29, 2018

PLACE OF EXECUTION STANISLAUS COUNTY

(Date) June 30, 2016

Jennifer Akin, Staff Services Tech Stanislaus County Department of Planning & Community Development LOT LINE NO. PLN2014-0121 - MONTPELIER FARMING CORP/BURCHELL NURSERY, INC.

OWNERS:

NAME SIGNATURE DATE SIGNED AT (Print or type) (All to be notarized) (City) Jakdale 5-8-15 MLUAM E BURCHELL 5-8-15 Date Chair of the Board Burchay Nursery, Inc. THOMAS W. BURGHELL 5-8-15 president Burchell Nursery Inc. 5-8-15 O a kola la JAMES 6. CREELIUS Jakoble 5-415 CEO, Montpelier Farming Corp. SECURITY HOLDERS: NAME SIGNATURE DATE SIGNED AT (Print or type) (All to be notarized) (City) 8/25/

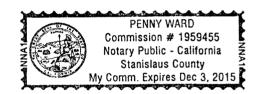
| CALIFORNIA ALL  | -PURPOSE ACKNOWLEDGEMENT   |
|---|--|
| A notary public or other officer completing this certiverifies only the identity of the individual who signed document to which this certificate is attached, and truthfulness, accuracy, or validity of that document. | d the<br>not the   |
| STATE OF California<br>COUNTY OF STANISLAUS   | )SS)   |
| WILLIAM I. BURATELL AND<br>who proved to me on the basis of satisfactory ev<br>instrument-and acknowledged to me that he/she/   | E. PEREZ-VECK, NOTARY REJUNIOUS Public, personally appeared<br>THMAS W. EXCITELL AND PAMES C. CRECELLS<br>idence to be the person(s) whose name(s) is are subscribed to the within<br>hey executed the same in his/her/their authorized capacity(ies), and that by<br>son(s), or the entity upon behalf of which the person(s) acted, executed the |
| 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 sgal.<br>Signature   | E. PEREZ-VEGA<br>COMM. #2004474<br>NOTARY PUBLIC - CALIFORNIA<br>SAN JOAQUIN COUNTY<br>My Commission Explans Jan 18, 2017  |
|   | This area for official notarial seal.  |
| OPTIONAL SECTION - N  | OT PART OF NOTARY ACKNOWLEDGEMENT  |
|   | ITY CLAIMED BY SIGNER  |
| Though statute does not require the Notary to fill in to documents.   | he data below, doing so may prove invaluable to persons relying on the   |
|   |  |
| CORPORATE OFFICER(S) TITLE(S)   |  |
| PARTNER(S)  | GENERAL  |
| ATTORNEY-IN-FACT  |  |
|   |  |
|   |  |
| L OTHER<br>SIGNER IS REPRESENTING:  |  |
| SIGNER IS REFRESENTING.   |  |
| Name of Person or Entity  | Name of Person or Entity   |
|   | OT PART OF NOTARY ACKNOWLEDGEMENT  |
|   | uired by law, it could prevent fraudulent reattachment of this form.   |
| THIS CERTIFICATE MUST BE A  | TTACHED TO THE DOCUMENT DESCRIBED BELOW  |
| TITLE OR TYPE OF DOCUMENT: CERTI-   | FICATE OF LOT LINE ADDISTMENT.   |
| NUMBER OF PAGES DA  | ATE OF DOCUMENT  |
| SIGNER(S) OTHER THAN NAMED ABOVE  |  |
|   | Reproduced by First American Title Company 11/2007   |
|   |  |

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California )<br>County of SOMSOUS) |   |
|---|---|
|   | his/her/their authorized capacity(ies), and that by |
| 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



Lot Line Adjustment 2014-0121

## **Unadjusted Parcels**

Legal Description

## Parcel 1: (Montpelier Farming Corporation) (56-PM-97)

Parcel 8, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## Parcel 2: (Montpelier Farming Corporation) (56-PM-97)

Parcel 9, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

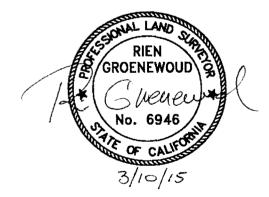
## Parcel 3: (Montpelier Farming Corporation) (56-PM-97)

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 4: (Burchell Nursery)

The East half of the West half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian.

Also excepting all that portion of said Section 10 lying north of the south line of Parcel 4 of Volume 910, Page 532 of Official Records recorded on October 31, 1947, Stanislaus County Records.



(Page 1 of 4)

Lot Line Adjustment 2014-0121

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 1:**

Parcel 8, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

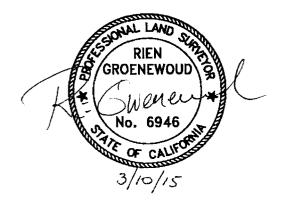
#### TOGETHER WITH:

**BEGINNING** at the southwest corner of said Parcel 8, said corner being also the South quarter corner of said Section 10 and being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the South line of said Section 10 North 89°52'22" West, a distance of 26.71 feet; thence leaving said South line and proceeding North 00°15'18" West, a distance of 744.87 feet; thence North 01°09'07" West, a distance of 623.28 feet to a point on the westerly extension of the North line of said Parcel 8;

thence along said westerly extension South 89°26'43" East, a distance of 32.33 feet to the northwest corner of said Parcel 8;

thence along the West line of said Parcel 8 South 00°25'42" East, a distance of 1367.81 feet to the point of beginning.



(Page 2 of 4)

#### Lot Line Adjustment 2014-0121

## **Resultant Parcel**

Legal Description

#### **Adjusted Parcel 2:**

Parcel 9, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### **TOGETHER WITH:**

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 1367.81 feet to the southwest corner of said Parcel 9 and the **TRUE POINT OF BEGINNING** of this description;

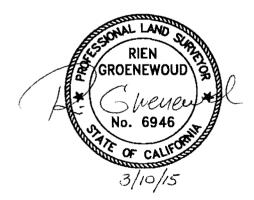
thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 9, North 89°26'43" West, a distance of 32.33 feet;

thence North 01°09'07" West, a distance of 84.91 feet;

thence North 00°22'21" East, a distance of 1257.80 feet to a point on the Westerly extension of the North line of said Parcel 9;

thence along last said westerly extension South 89°11'05" East, a distance of 15.82 feet to the northwest corner of said Parcel 9;

thence along the West line of said Parcel 9, being also along said North-South centerline, South 00°25'42" East, a distance of 1342.80 feet to the point of beginning.



(Page 3 of 4)

#### Lot Line Adjustment 2014-0121

# **Resultant Parcel**

Legal Description

## Adjusted Parcel 3:

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 2710.61 feet to the southwest corner of said Parcel 11 and the **TRUE POINT OF BEGINNING** of this description;

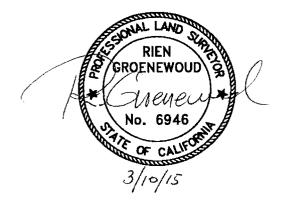
thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 11, North 89°11'05" West, a distance of 15.82 feet;

thence North 00°22'21" East, a distance of 434.28 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along last said North line South 89°53'24" East, a distance of 7.50 feet to a point on said North-South centerline, being also a point on the West line of said Parcel 11;

thence along said North-South centerline South 00°25'42" East, a distance of 707.75 feet to the point of beginning.



(Page 4 of 4)

Lot Line Adjustment 2014-0121

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 4:**

The East half of the West half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian.

EXCEPTING THEREFROM all that portion of said Section 10 lying north of the south line of Parcel 4 of Volume 910, Page 532 of Official Records recorded on October 31, 1947, Stanislaus County Records.

## ALSO EXCEPTING THEREFROM:

**BEGINNING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

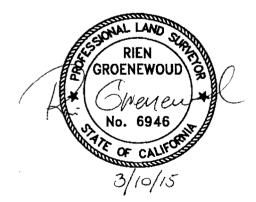
thence along the South line of said Section 10 North 89°52'22" West, a distance of 26.71 feet; thence leaving said South line and proceeding North 00°15'18" West, a distance of 744.87 feet thence North 01°09'07" West, a distance of 708.20 feet;

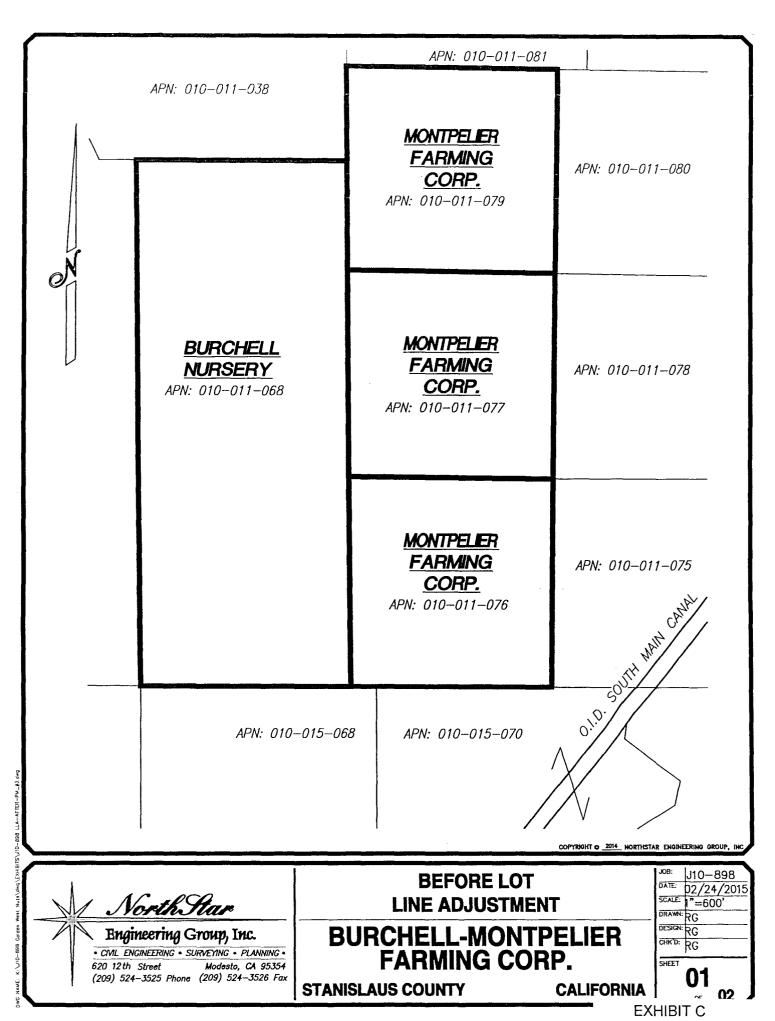
thence North 00°22'21" East, a distance of 1692.08 feet;

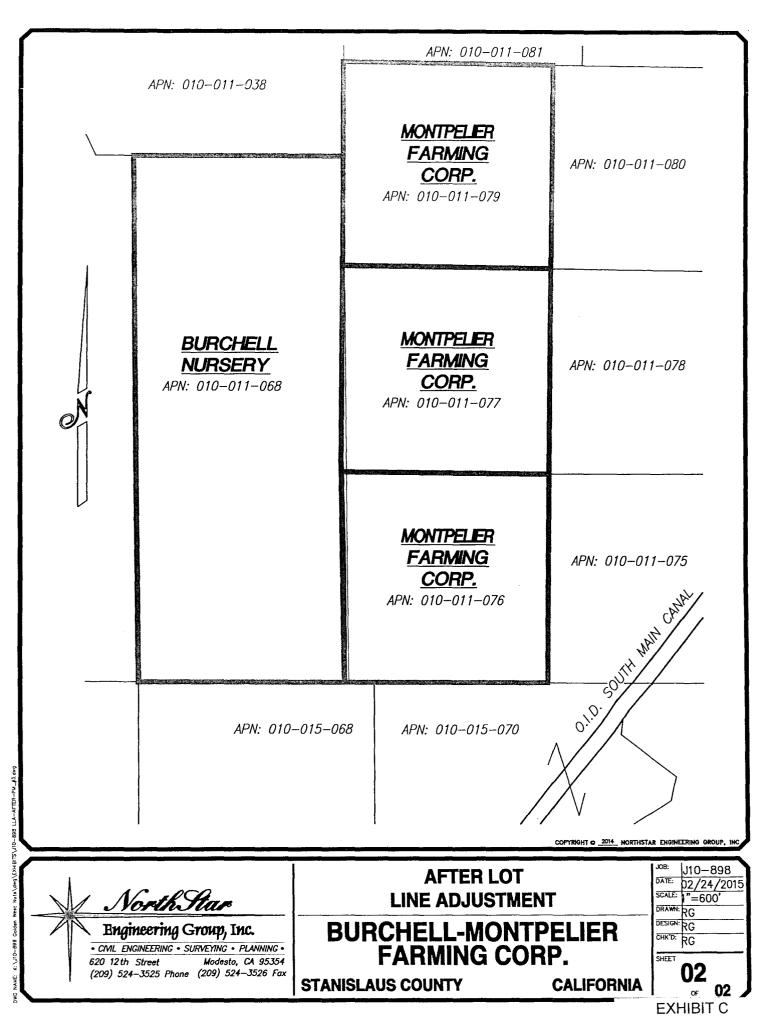
thence North 00°02'34" East, a distance of 273.25 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along said North line South 89°53'24" East, a distance of 7.50 feet to a point on the East line of said West half;

thence along said East line South 00°25'42" East, a distance of 3418.35 feet to the point of beginning.







FOR ILLINCTBATINE DUBDACES ONI V

RECORDING REQUESTED BY STANISLAUS COUNTY BOARD OF SUPERVISORS

WHEN RECORDED RETURN TO STANISLAUS COUNTY DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT 1010 10<sup>TH</sup> STREET, SUITE 3400 MODESTO, CA 95354

NOTICE OF RESCISSION AND SIMULTANEOUS RE-ENTRY INTO CALIFORNIA LAND CONSERVATION CONTRACT NO. <u>2016-20</u>

| <u>THIS</u> ' | Stanislaus, County Recorder<br>Lee Lundrigan Co Recorder Office<br>DOC- 2016-0051397-00<br>Acct 121-Planning.<br>Monday, JUL 11, 2016 15:44:28<br>Itl Pd \$0.00 Rcpt # 0003836596 | - |
|---------------|---|---|
|               | Ttl Pd \$0.00 Rcpt # 0003836596<br>OGP/R2/1-31  |   |

THIS NOTICE OF RESCISSION AND CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into <u>June 7, 2016</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: | DEBBY SORENSON    |          |
|-------------------|-------------------|----------|
|                   | 5845 VIRMAR AVE   | <u> </u> |
|                   | OAKLAND, CA 94618 |          |

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

| ASSESSORS<br>PARCEL NUMBER | ACREAGE | SITUS ADDRESS (If none, please provide Legal Description) |
|----------------------------|---------|---|
| 010-015-053 (Portion)      | 301.17  | Fogarty N. of Road, Oakdale, CA 95361                     |
| 010-015-053 (Portion)      | 304.01  | Fogarty N. of Road, Oakdale, CA 95361                     |
| 010-015-053 (Portion)      | 65.27   | Fogarty N. of Road, Oakdale, CA 95361                     |

Pursuant to Stanislaus County Board of Supervisors Resolution No. <u>2016-286</u>, relating to Lot Line Adjustment No. <u>PLN2013-0072</u>, <u>0073</u> as authorized by Govt. Code § 51257, California Land Conservation Contract No. <u>1972-0497</u> which encumbered the parcel described in Exhibit A is rescinded and this contract which encumbers the newly configured parcel described in Exhibit B is entered into.

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

3

(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<br>(print or type)       | SIGNATURE  | DATE                   | SIGNED AT<br>(city) |
|--|--|------------------------|---------------------|
| Deburgh A. Sorenson                    |  | nson 4/20              | 0/15 Berkeley       |
| KA Deborah Ai                          |  |                        | ,                   |
| Trustee, Sore                          |  |                        |                     |
| ł                                      |  |                        |                     |
| ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~ |  |                        |                     |
| SECURITY HOLDERS:                      |  |                        |                     |
| NAME<br>(print or type)                | SIGNATURE (all to be notarized)                                  | DATE                   | SIGNED AT<br>(city) |
|  |  |                        |                     |
|  |  |                        |                     |
|  |  | <u></u>                |                     |
|  |  |                        |                     |
| <u></u>                                |  |                        |                     |
| EXHIBITS:                              | ·····  |                        |                     |
| (A) Legal description of Parce         | el covered under old contract                                    |                        |                     |
|  | configured Parcel covered und<br>on Item approving referenced re |                        | act                 |
| COUNTY: Stanislaus County              |  |                        |                     |
|  |  | // _ ·                 | _                   |
| <u> </u>                               | <u></u>  | Chairman, Board of Sur | pervisors           |

Angela Freitas for DICK MONTEITH

I:\Planning\Lot Lines and Mergers\LLA\TENT APPROVAL.LL WITH RE RE WILLYACT LETTERS\2013\LLA PLN2013-0072 & RE RE WAC - SORENSON-MONTPELIER.wpd

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

#### CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California<br>County of <u>Shuni Sl</u> |   |
|--|---|
| on July 8, 2016                                  | before me, Christine Michele Smith, Notary Public,<br>Here Insert Name and Title of the Officer |
| <pre>&gt; Date personally appeared</pre>         | Angela Freitas  |
|  | 0 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.

stine Michele Smith Signature (

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of Attached Document<br>Title or Type of Document: UMLS Act UIOOS-053 cument Date: 6-7-2016 |                            |                               |  |  |
|---|----------------------------|-------------------------------|--|--|
| Number of Page  | es: Signer(s) Other Than   | Named Above:                  | 9101 88 <b>9 10 10 10 10 10 10 10 10 10 10 10 10 10 </b> |  |
|   | aimed by Signer(s)         | Signer's Name:                |  |  |
| Signer's Name:<br>Corporate Officer — Title(s):   |                            | Corporate Officer – Title(s): |  |  |
| 1 Individual  | C Attorney in Fact         | 🗌 Individual                  | Attorney in Fact   |  |
|   | Gl Guardian or Conservator |                               | Guardian or Conservator                                  |  |
| Signer Is Repres  | enting:                    | Signer Is Repre               | senting:   |  |

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Signature of Notary Public

| CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT   |
|---|
| document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.                           |
|   |
|   |
| State of California   |
| County of Alameda   |
| 1 is att  |
| On April 20, 2015 before me, Garrett S. Bowers-Dodd Notary Public,  |
| On <u>April 20<sup>+4</sup>, 2015</u> before me, Garrett S. Bowers-Dodd Notary Public, personally appeared <u>Deborah Aileen Sorenson</u> , |
| personally appeared Veborah Aileen Sorenson   |
| · · · · · · · · · · · · · · · · · · ·   |
|   |
| 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 be/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.  |
| GARRETT S.BOWERS-DODD   |
|   |
|   |
| October 21, 2016  |
|   |
| Mitt 5 - All  |
| 1 Mul Immediate   |
| Signature of Notary Public  |
|   |
| OPTIONAL  |
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| 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  |
|   |
|   |
| 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): Corporate Officer - Title(s):   |
| Partner - Limited General   |
| Individual Attorney in Fact   |
| □ Trustee □ Guardian or Conservator □ Trustee □ Guardian or Conservator   |
| Other: Other:   |
| □ Signer Is Representing: □ Signer Is Representing:   |
|   |
|   |

r r I r

- (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<br>(print or type)   | SIGNATURE<br>(all to be notarized)                           | DATE                  | SIGNED AT |
|--|--|-----------------------|-----------|
| PAUL NICHOLS   | Pay MINAL  | 4/20/15               | 11/1      |
| Agent, Sorens<br>State of New York   | onTrust  |                       |           |
| County of New York   | AAA  |                       |           |
| Before me this 2 Rday of ADG   |  |                       |           |
| the person described in and who signed the forgoing docur<br>swore or affirmed to the contents there |  | <b>NA</b><br>New York |           |
|  | No. 01US61815<br>Qualified in New York<br>Commission Expires | 56<br>20042016        |           |
| SECURITY HOLDERS:  |  |                       |           |
| NAME   | SIGNATURE  | DATE                  | SIGNED AT |
| (print or type)  | (all to be notarized)  |                       | (city)    |
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#### 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

Dated

Chairman, Board of Supervisors Angela Freitas for

I:\Planning\Lot Lines and Mergers\LLA\TENT APPROVAL.LL WITH RE RE WILLYACT LETTERS\2013\LLA PLN2013-0072 & RE RE WAC - SORENSON-MONTPELIER.wpd

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| VICTORIAL CALANTONI  | Victoria Calanto                   | ni 4-14-15 | Easten PH                              |
| PACINE, Sovense  | m Trust                            |            |  |
| COMMONWEAL TH OF PENNSYL   | VANIA                              |            |  |
| NOTARIAL SEAL<br>Sandra L. Lombardo, Notary<br>Bethlehem Township, Northempton |                                    |            |  |
| My commission expires July 18  | 3, 2017                            |            |  |
| Handa A  | Sombach                            |            |  |
| SECURITY HOLDERS:  |                                    |            |  |
| NAME<br>(print or type)  | SIGNATURE<br>(all to be notarized) | DATE       | SIGNED AT<br>(city)                    |
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COUNTY: Stanislaus County

Dated

à

Chairman, Board of Supervisors Angela Freitas for

I: Planning Lot Lines and Mergers LLA TENT APPROVAL. LL WITH RE RE WILLYACT LETTERS 2013 LLA PLN2013-0073 & RE RE WAC - SORENSON-MONTPELIER. wpd

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| OWNER(S) NAME<br>(print or type) | SIGNATURE<br>(all to be notarized)              | DATE     | SIGNED AT<br>(city) |
|----------------------------------|---|----------|---------------------|
| ERIC E. NICHULS                  | Ei E Mhr  | 5/2/2015 | Chandler, AZ        |
| Agent, Sorens                    | ion Trust                                       |          | _                   |
| at mene                          |   |          |                     |
| Notons                           | PATSY M. P<br>Notary Public - State<br>MARICOPA |          |                     |
| 8                                | MARIGOPA CO<br>My Commission<br>February 14,    | UNIY     |                     |
|                                  |   |          |                     |
| SECURITY HOLDERS:                |   |          |                     |
| NAME<br>(print or type)          | SIGNATURE<br>(all to be notarized)              | DATE     | SIGNED AT<br>(city) |
| (print of type)                  | (all to be notalized)                           |          | (City)              |
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Dated

Chairman, Board of Supervisors Angela Freitas for

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| OWNER(S) NAME     | SIGNATURE             | DATE       | SIGNED AT                             |        |
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| (print or type)   | (all to be notarized) | 0 0        | (city)                                |        |
| JACKSON E NICH    | 15 JR Juction 2 hi    | WY fr 4-1  | 5-15 FREMONT, C                       | ۶<br>A |
| Agent, Sorens     | onTrust               |            | , , , , , , , , , , , , , , , , , , , |        |
|                   | 1049 JZ Jabur E       | : P. R. 1- | 8-16 FREMONT, CA                      | -      |
| JILAZIN -, INCL   | projet, jaune         | tere fit   | O TE PROVIDE                          |        |
| <u> </u>          |                       | ****       |                                       |        |
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|                   | <u></u>               | <u></u>    |                                       |        |
| SECURITY HOLDERS: |                       |            |                                       |        |
| NAME              | SIGNATURE             | DATE       | SIGNED AT                             |        |
| (print or type)   | (all to be notarized) |            | (city)                                |        |
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| EXHIBITS:         |                       |            |                                       |        |

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COUNTY: Stanislaus County

Dated

Chairman, Board of Supervisors Angela Freitas for

EVPlanning\Lot Lines and Mergers\LLA\TENT APPROVAL.LL WITH RE RE WILLYACT LETTERS\2013\LLA PLN2013-0073 & RE RE WAC - SORENSON-MONTPELIER.wpd

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California | · /            | )       |                   |                    |         |
|---------------------|----------------|---------|-------------------|--------------------|---------|
| County of Ala       | mecha          | )       |                   |                    |         |
| On Jan 8,           | 2016 before me | K.P.A.  | 2IATHURAI,        | NOTARY             | PUBLIC, |
| Da                  | ate            | Her     | e Insert Name and | Title of the Offic | cer     |
| personally appea    | red Jackson i  | E Nicho | ls Jr.            |                    |         |
|                     |                |         | e(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

Signature of Notary Public

Place Notary Seal Above

· OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of Attached Document                   | SO I F   |                               |                           |  |
|--|--|-------------------------------|---------------------------|--|
| Title or Type of Document: Recision                | Title or Type of Document: Recission ? Reentry Form Document Date: Jan 8, 2016 |                               |                           |  |
| Number of Pages: Signer(s) Other Than Named Above: |  |                               |                           |  |
| Capacity(ies) Claimed by Signer(s)                 |  |                               |                           |  |
| Signer's Name:                                     | Sign   | er's Name:                    |                           |  |
| Corporate Officer - Title(s):                      | Co   | Corporate Officer — Title(s): |                           |  |
| Partner –  Limited  General                        | 🗆 Pa   | rtner — 🗆 Limi                | ted 🛛 General             |  |
| □ Individual □ Attorney in Fact                    | 🗆 Inc  | dividual 🗌                    | Attorney in Fact          |  |
| □ Trustee □ Guardian or Con                        | servator 🛛 🗌 Tri   | ustee 🛛                       | Guardian or Conservator   |  |
| Other:   |  | ther:                         |                           |  |
| Signer Is Representing:                            |  | er is Represent               | ing:                      |  |
| J . J <u> </u>                                     |  | •                             | ÷ - · · · · · · · · · · · |  |

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

| OWNER(S) NAME<br>(print or type) | SIGNATURE<br>(all to be notarized) | DATE         | SIGNED AT<br>(city)                    |
|----------------------------------|------------------------------------|--------------|--|
| Deburgh, A. Sorene               | sur Wellbrich a. Dorg              | 108m 4/20/15 | i                                      |
| Trustee, So                      | renson Trust                       |              | ·                                      |
| AKA Deborah A                    | fileen soven son                   |              | ······································ |
|                                  |                                    |              |  |
|                                  |                                    |              |  |
|                                  |                                    |              |  |
| SECURITY HOLDERS:                |                                    |              |  |
| NAME<br>(print or type)          | SIGNATURE (all to be notarized)    | DATE         | SIGNED AT<br>(city)                    |
|                                  | (                                  |              | ())                                    |
|                                  | · · ·                              | ,<br>        |  |
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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

Dated

Chairman, Board of Supervisors Angela Freitas for DICK MONTEITH

EVPlanning)Lot Lines and Mergers)LLAVTENT APPROVAL.LL WITH RE RE WILLYACT LETTERS/2013/LLA PLN2013-0073 & RE RE WAC - SORENSON-MONTPELIER.wpd

| CALIFORNIA ALL-PURPOSE  | ACKNOWLEDGMENT  |
|---|---|
| A notary public or other officer completing this certi<br>document to which this certificate is attached, and | ificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document. |
|   |   |
| State of California   |   |
| County of Alameda   |   |
|   | ore me,Garrett S. Bowers-Dodd Notary Publi  |
| Raharah A   | 11 hon Company  |
| personally appeared <u>Verovrovro</u>   | (leeri sureris ri   |
| when around to me on the basis of patiefacto  | in widence to be the person of where nome of is/a   |
| •   | ory evidence to be the person( <b>s</b> ) whose name( <b>s</b> ) is/a<br>mowledged to me that he/she/they executed the sam        |
| •   | d that by his/her/their signature(s) on the instrument  |
|   | which the person( <b>s</b> ) acted, executed the instrument.  |
|   |   |
|   | I certify under PENALTY OF PERJURY under the  |
|   | laws of the State of California that the foregoin   |
|   | paragraph is true and correct.  |
| GARRETT S.BOWERS-DODD<br>COMM. # 1994800  |   |
| ALAMEDA COUNTY<br>My Commission Expires<br>October 21, 2016   | WITNESS my hand and official seal.  |
|   |   |
|   | here Sell   |
|   | 1410 1 mat and  |
|   | Signature of Notary Public  |
| o   | PTIONAL   |
| -   | may prove valuable to persons relying on the document and cou   |
|   | eattachment of this form to another document.   |
| Description of Attached Document  | DC sulta server Par   |
| Title or Type of Document: Notice of Ke   | scission and Simultaneous Re-En   |
| Into CA Land Concernation<br>Number of Pages: Signer(s) Other Th  | an Named Above:   |
| Capacity(ies) Claimed by Signer(s)  |   |
| Signer's Name:  | Signer's Name:  |
| Corporate Officer - Title(s):   | Corporate Officer - Title(s):   |
| Partner - Limited General   | Partner - Limited General   |
| □ Individual □ Attorney in Fact   | Individual Attorney in Fact   |
| Trustee Guardian or Conserva  | tor 🛛 Trustee 🔹 🗍 Guardian or Conservato  |
| Other:  | □ Other:  |
|   | Signer Is Representing:   |

OWNERS:

×.

| NAME<br>(Print or type) | SIGNATURE<br>(All to be notarized)  | DATE   | SIGNED AT<br>(City) |
|-------------------------|---|--|---------------------|
| See attached signature  | e sheets  |  |                     |
| Agent, Sovenso          | SJR Jackon & hill)  | 4 4.15.15  | FREMONT CA          |
| Hgent , Sovenso         | m rust  |  |                     |
|                         |   | <u> </u>   |                     |
| SECURITY HOLDERS:       |   |  |                     |
| NAME<br>(Print or type) | SIGNATURE<br>(All to be notarized)  | DATE   | SIGNED AT<br>(City) |
|                         | <u> </u>  |  | <u> </u>            |
|                         |   |  |                     |
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|                         | A notary public or other officer completing this co<br>identity of the individual who signed the document<br>is attached, and not the truthfulness, accuracy, or  | to which this contificato I  |                     |
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|                         |   | CHAIKIN Z<br># 1998476<br>LIC - CALIFORNIA<br>DA COUNTY C<br>ES NOV. 17, 2016  |                     |
|                         | L COMM. EXPIR   | E0 1404. 11, 2010  |                     |

1

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- (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)   |                 | (city)    |
| PAUL NICHOLS  | Part Midd   | 4/20/15         | MC        |
| PAUL NICHULS<br>Agent, Sorens                                 | on Trust  | ['''            |           |
| State of New York   | · · · · · · · · · · · · · · · · · · ·                             |                 |           |
| Before me this adday of April<br>2016 came Paral Nrcholals    | man   | <u> </u>        |           |
| the person described in and who signed the forgoing document. |   |                 |           |
| swore or affirmed to the contents thereof.                    | Viriciko USHijim<br>Notary Public, State of No<br>No. 01US6181566 | ew York         |           |
| SECURITY HOLDERS:   | Cualified in New York C<br>Commission Expires                     | buty<br>butzeil |           |
| NAME  | SIGNATURE   | DATE            | SIGNED AT |
| (print or type)   | (all to be notarized)   |                 | (city)    |
|   |   |                 |           |
| • • • • • • • • • • • • • • • • • • •                         |   |                 |           |
|   |   |                 |           |
|   |   |                 |           |
|   |   |                 |           |
| EXHIBITS:   |   |                 |           |

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

COUNTY: Stanislaus County

Dated

é

Chairman, Board of Supervisors Angela Freitas for

I: Planning Lot Lines and Mergers LANTENT APPROVAL.LL WITH RE RE WILLYACT LETTERS 2013 LLA PLN2013-0073 & RE RE WAC - SORENSON-MONTPELIER.wpd

- (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<br>(print or type) | SIGNATURE<br>(all to be notarized) | DATE       | SIGNED AT<br>(city) |
|----------------------------------|------------------------------------|------------|---------------------|
| VICTORIA L. CALANTONI            | Hictoria Calor                     | tou 4/4/15 | EAsten PM           |
| •                                | n Son Trust                        |            |                     |
| SECURITY HOLDERS:                |                                    |            |                     |
| NAME<br>(print or type)          | SIGNATURE<br>(all to be notarized) | DATE       | SIGNED AT<br>(city) |
|                                  |                                    |            |                     |
|                                  | - <u></u>                          | <u> </u>   |                     |
|                                  |                                    |            |                     |
| 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

Dated

Chairman, Board of Supervisors Angela Freitas for

I:Planning\Lot Lines and Mergers\LLA\TENT APPROVAL.LL WITH RE RE WILLYACT LETTERS\2013\LLA PLN2013-0072 & RE RE WAC - SORENSON-MONTPELIER.wpd

- (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<br>(print or type) | SIGNATURE (all to be notarized)                                 | DATE  | SIGNED AT<br>(city) |
|----------------------------------|---|---|---------------------|
| ERIC E. NICHOLS                  | Ei E Mar  | 5/2/2015  | Chandler, AZ        |
| Agent, Sore                      | nson Trust  |   |                     |
|                                  |   | -   |                     |
| the Mens                         | PATSY M. PEREZ<br>Notary Public - State of Artzona              |   |                     |
| 100                              | MARICOPA CELIMITY<br>My Commission Expires<br>February 14, 2018 |   |                     |
|                                  |   |   |                     |
| SECURITY HOLDERS:                |   | 999 Hally Alker (99 and 24 parts 99 parts 1997) |                     |
| NAME<br>(print or type)          | SIGNATURE<br>(all to be notarized)                              | DATE  | SIGNED AT<br>(city) |
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| <u> </u>                         |   |   | <u> </u>            |
|                                  |   |   | <u></u>             |

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

Dated

Chairman, Board of Supervisors Angela Freitas for

I:\Planning\Lot Lines and Mergers\LLA\TENT APPROVAL LL WITH RE RE WILLYACT LETTERS\2013\LLA PLN2013-0073 & RE RE WAC - SORENSON-MONTPELIER.wpd

#### Lot Line Adjustment 2013-0073

#### **Unadjusted Parcels**

Legal Description

#### Parcel 1: (Sorenson) (patent 3308)

The northwest quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 2: (Sorenson) (portion patent 6149)

The East half of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### EXCEPTING THEREFROM:

1) All of the southeast quarter of the northeast quarter of said Section 15, lying South and West of the line of the Sierra Railway Company of California as granted to Thomas S. Bullock by Deed from A.S. Emery dated April 24, 1897 and recorded April 27, 1897 in Volume 60 of Deeds, Page 62.

2) All that portion of the northeast quarter of the northeast quarter of Section 15, above described which lies North and Westerly of the right of way of the canal of the Oakdale Irrigation District, as granted to Christina Lancaster and Mamie Lancaster Coffee by Deed from A. S. Emery dated January 27, 1912 and recorded April 25, 1912 in Volume 167 of Deeds, Page 361.

3) A strip of land 50 feet wide and 1182 feet long lying equally on each side of the center line of the Railroad of the Sierra Railway Company of California; where the same is located through the Northeast quarter of said Section 15 above described; commencing at a point on the center line of the said railroad where the said center line intersects the west boundary of said land, 632 feet North of the Southwest corner of the southeast quarter of the northeast quarter of Section 15; thence in a southeasterly direction 1182 feet to the South boundary of the said land, 375 feet West of the East quarter corner of Section 15.

#### Parcel 3: (Montpelier Farming Corporation) (56-PM-97)

Parcel 2, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 4: (Montpelier Farming Corporation) (56-PM-97)

Parcel 3, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Sections 10 and 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

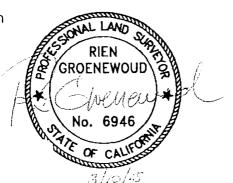


EXHIBIT A

(Page 1 of 4)

#### Lot Line Adjustment 2013-0073

#### **Resultant Parcel**

Legal Description

## Adjusted Parcel 1:

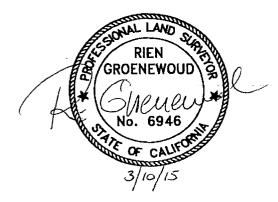
The northwest quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

**TOGETHER WITH** that portion of the southwest quarter of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, more particularly described as follows:

**BEGINNING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the West line of said Section 11 North 00°33'27" West, a distance of 21.14 feet; thence leaving said West line and proceeding South 89°41'41" East, a distance of 2590.37 feet to the East line of Parcel 2, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records;

thence along said East line South 00°22'21" East, a distance of 19.58 feet to the southeast corner of said Parcel 2, being also a point on the South line of said Section 11;

thence along said South line North 89°43'46" West, a distance of 2590.28 feet to the point of beginning.



(Page 2 of 4)

## Lot Line Adjustment 2013-0073

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 2:**

The East half of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Excepting therefrom:

1) All of the southeast quarter of the northeast quarter of said Section 15, lying South and West of the line of the Sierra Railway Company of California as granted to Thomas S. Bullock by Deed from A.S. Emery dated April 24, 1897 and recorded April 27, 1897 in Volume 60 of Deeds, Page 62.

2) All that portion of the northeast quarter of the northeast quarter of Section 15, above described which lies North and Westerly of the right of way of the canal of the Oakdale Irrigation District, as granted to Christina Lancaster and Mamie Lancaster Coffee by Deed from A. S. Emery dated January 27, 1912 and recorded April 25, 1912 in Volume 167 of Deeds, Page 361.

3) A strip of land 50 feet wide and 1182 feet long lying equally on each side of the center line of the Railroad of the Sierra Railway Company of California; where the same is located through the Northeast quarter of said Section 15 above described; commencing at a point on the center line of the said railroad where the said center line intersects the west boundary of said land, 632 feet North of the Southwest corner of the southeast quarter of the northeast quarter of Section 15; thence in a southeasterly direction 1182 feet to the South boundary of the said land 375 feet West of the East quarter corner of Section 15.

#### TOGETHER WITH:

**BEGINNING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 368.69 feet; thence leaving said South line and proceeding North 54°02'50" East, a distance of 40.56 feet; thence South 89°24'16" East, a distance of 335.67 feet to a point on the East line of said Section 10; thence along said East line South 00°33'27" East, a distance of 21.14 feet to the point of beginning.

#### ALSO EXCEPTING THEREFROM:

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the North line of said Section 15 North 89°52'22" West, a distance of 368.69 feet to the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North line and proceeding South 54°02'50" West, a distance of 65.82 feet;

thence North 86°29'47" West, a distance of 228.86 feet;

thence North 67°07'19" West, a distance of 65.38 feet to the point of intersection of the East line of the 100 foot wide Oakdale Irrigation District South Main Canal with said North line of Section 15;

thence along said North line, South 89°52'22" East, a distance of 341.94 feet to the point of beginning.



(Page 3 of 4)

#### Lot Line Adjustment 2013-0073

## **Resultant Parcel**

Legal Description

#### Adjusted Parcel 3:

Parcel 3, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Sections 10 and 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### TOGETHER WITH:

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the North line of said Section 15 North 89°52'22" West, a distance of 368.69 feet to the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North line and proceeding South 54°02'50" West, a distance of 65.82 feet; thence North 86°29'47" West, a distance of 228.86 feet;

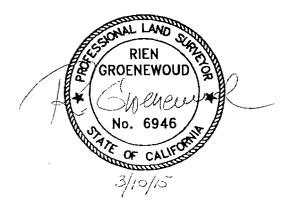
thence North 67°07'19" West, a distance of 65.38 feet to the point of intersection of the East line of the 100 foot wide Oakdale Irrigation District South Main Canal with said North line of Section 15; thence along said North line, South 89°52'22" East, a distance of 341.94 feet to the point of beginning.

#### **EXCEPTING THEREFROM:**

**BEGINNING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 368.69 feet; thence leaving said South line and proceeding North 54°02'50" East, a distance of 40.56 feet; thence South 89°24'16" East, a distance of 335.67 feet to a point on the common line between said Sections 10 and 11;

thence South 89°41'41" East, a distance of 1258.20 feet to a point on the East line of said Parcel 3; thence along said East line South 00°16'14" West, a distance of 20.38 feet to the southeast corner of said Parcel 3, being also a point on the South line of said Section 11;

thence along said South line North 89°43'46" West, a distance of 1257.89 feet to the point of beginning.



(Page 4 of 4)

#### Lot Line Adjustment 2013-0073

## **Resultant Parcel**

Legal Description

## Adjusted Parcel 4:

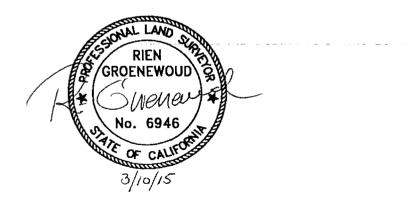
Parcel 2, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

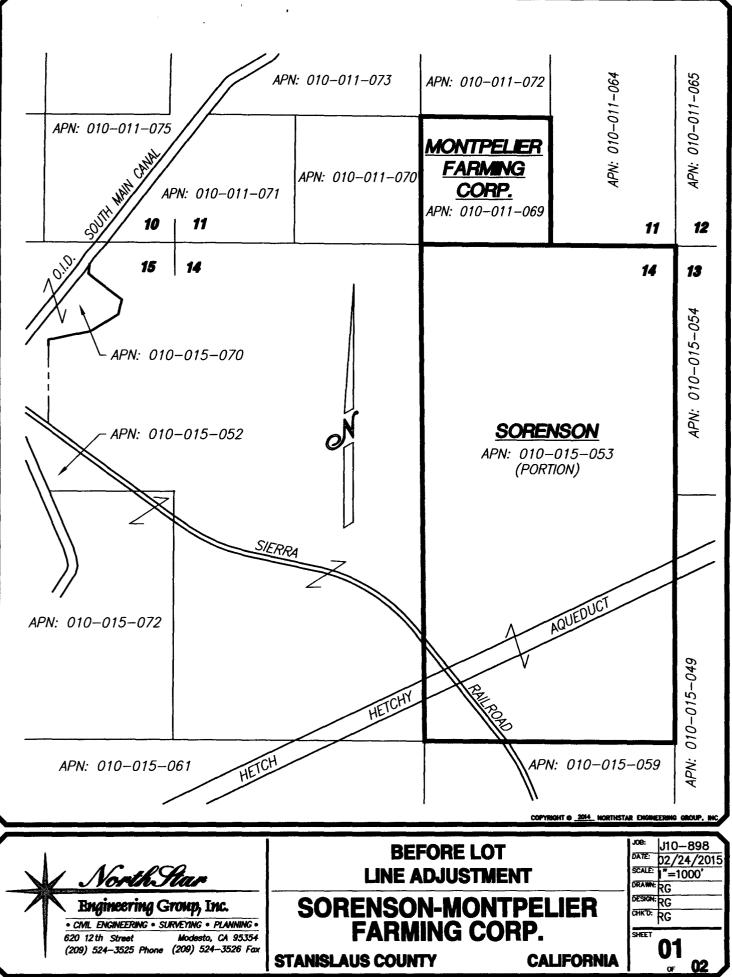
#### EXCEPTING THEREFROM:

Commencing at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 11 South 89°43'46" East, a distance of 1257.89 feet to the southwest corner of said Parcel 2 and the **TRUE POINT OF BEGINNING** of this description; thence leaving said South line and proceeding along the West line of said Parcel 2 North 00°16'14" East , a distance of 20.38 feet;

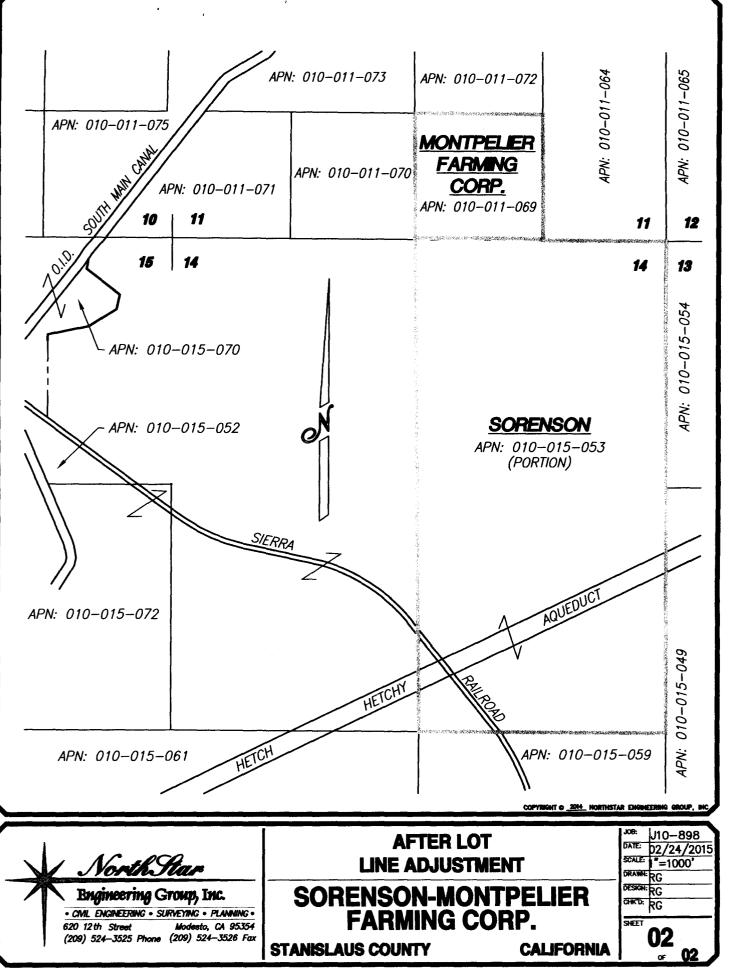
thence South 89°41'41" East, a distance of 1332.17 feet to a point on the East line of said Parcel 2; thence along said East line South 00°22'21" East, a distance of 19.58 feet to a point on said South line of Section 11;

thence along said South line North 89°43'46" West, a distance of 1332.39 feet to the point of beginning.





FOR ILLUSTRATIVE PURPOSES ONLY



Lot Line Adjustment 2013-0072

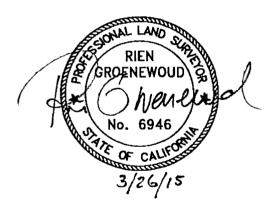
#### Unadjusted Parcels Legal Description

#### Parcel 1: (Sorenson) (patent 4006)

The northeast quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 2: (Montpelier Farming Corporation) (56-PM-97)

Parcel 1, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.



(Page 1 of 2)

#### Lot Line Adjustment 2013-0072

#### **Resultant Parcel**

Legal Description

#### Adjusted Parcel 1:

The northeast quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

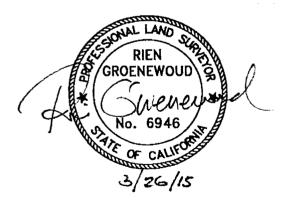
**TOGETHER WITH** that portion of the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, more particularly described as follows:

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15 of said Township and Range; thence along the South line of said Section 11 South 89°43'46" East, a distance of 2590.28 feet to the southwest corner of Parcel 1, as shown in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said South line and proceeding along the West line of said Parcel 1 North 00°22'21" West, a distance of 19.58 feet;

thence leaving said West line and proceeding South 89°41'59" East, a distance of 1086.21 feet; thence South 87°35'48" East, a distance of 280.46 feet to a point on the East line of said Parcel 1; thence along said East line South 00°22'21" East, a distance of 8.58 feet to the southeast corner of said Parcel 1, being also a point on said South line of Section 11;

thence along said South line North 89°43'46" West, a distance of 1366.36 feet to the point of beginning.



(Page 2 of 2)

#### Lot Line Adjustment 2013-0072

#### **Resultant Parcel**

Legal Description

#### Adjusted Parcel 2:

Lot 1, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

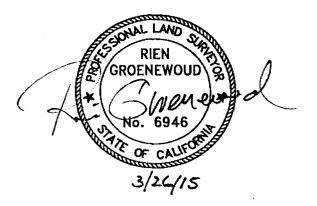
#### **EXCEPTING THEREFROM:**

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15 of said Township and Range; thence along the South line of said Section 11 South 89°43'46" East, a distance of 2590.28 feet to the southwest corner of Lot 1, as shown in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said South line and proceeding along the West line of said Lot 1 North 00°22'21" West, a distance of 19.58 feet;

thence leaving said West line and proceeding South 89°41'59" East, a distance of 1086.21 feet; thence South 87°35'48" East, a distance of 280.46 feet to a point on the East line of said Lot 1; thence along said East line South 00°22'21" East, a distance of 8.58 feet to the southeast corner of said Lot 1, being also a point on said South line of Section 11;

thence along said South line North 89°43'46" West, a distance of 1366.36 feet to the point of beginning.



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

DEPT: Planning and Community Development BOARD AGENDA #: \*D-1

AGENDA DATE: June 7, 2016

#### SUBJECT:

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

| BOARD ACTION AS FOLLOWS:                              | <b>No.</b> 2016-286               |
|---|-----------------------------------|
| On motion of Supervisor Chiesa                        | , Seconded by Supervisor _Withrow |
| and approved by the following vote,                   |                                   |
| Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartin | i, 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:   |                                   |

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. ELIZABETH A. KING

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



Bv TH A. KING, Clerk of the Board of Supervisors File No.3

# THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

| DEPT: Planning and C | ommunity Development | BOARD AGENDA #:*D-1           |
|----------------------|----------------------|-------------------------------|
| Urgent C             | Routine 💿            | AGENDA DATE: June 7, 2016     |
| CEO CONCURRENCE:     | 7                    | 4/5 Vote Required: Yes C No ⊙ |

#### SUBJECT:

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

#### STAFF RECOMMENDATIONS:

- 1. Pursuant to California Government Code Section 51257, determine that the following seven findings can be made based on the written evidence submitted by the applicant:
  - a. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcels for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than ten years, except as authorized under the County implementation of AB1265.
  - 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.

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

- 2. Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located east of Wamble Road, Between North Fogarty Road and State Route 108/120, east of the City of Oakdale.
- 3. Approve new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.
- 4. Authorize the Director of Planning and Community Development to execute new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.

#### DISCUSSION:

This request involves five separate lot line adjustment applications to be processed simultaneously for approval of the desired final parcel configurations needed to correct property lines for existing access roads and fences. In total, there will be only 11 parcels involved in the five separate applications as some parcels are utilized multiple times. The parcels involved in the lot line adjustments are located east of Wamble Road, between North Fogarty Road and State Route 108/120, east of the City of Oakdale, in the unincorporated area of Stanislaus County. An area map of the 1,224 acre project site as presently sized, including the area covered by each of the lot line adjustment applications, is provided in Attachment 1. An overview of the lot line adjustment applications, include property owners, parcel sizes (existing and proposed), Williamson Act Contract information, and current development/use of the parcels is provided in Attachment 2. Attachments 3-7 provide before and after maps of each of the five proposed lot line adjustments.

The Williamson Act requires Board action to rescind and simultaneously enter into a new contract, or contracts, reflecting adjusted parcel configurations. Staff has reviewed all five lot line adjustment applications for compliance with the County's General Plan and all applicable zoning and Williamson Act criteria and determined that the applications meet the requirements for approval.

In total, 10 of the 11 parcels involved are enrolled in four separate contracts. However, if this lot line is approved, all 11 parcels will be enrolled in new contracts. This will encumber an additional 48.01 acres into the Williamson Act and bring the total number of acres covered under the Williamson Act to 1,224 acres.

Pursuant to California Government Code Section 51257, the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts, provided that the Board 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 ten years, except as authorized under the County's implementation of AB1265.

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

÷ .

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- 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 California Government Code Section 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.
- 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.

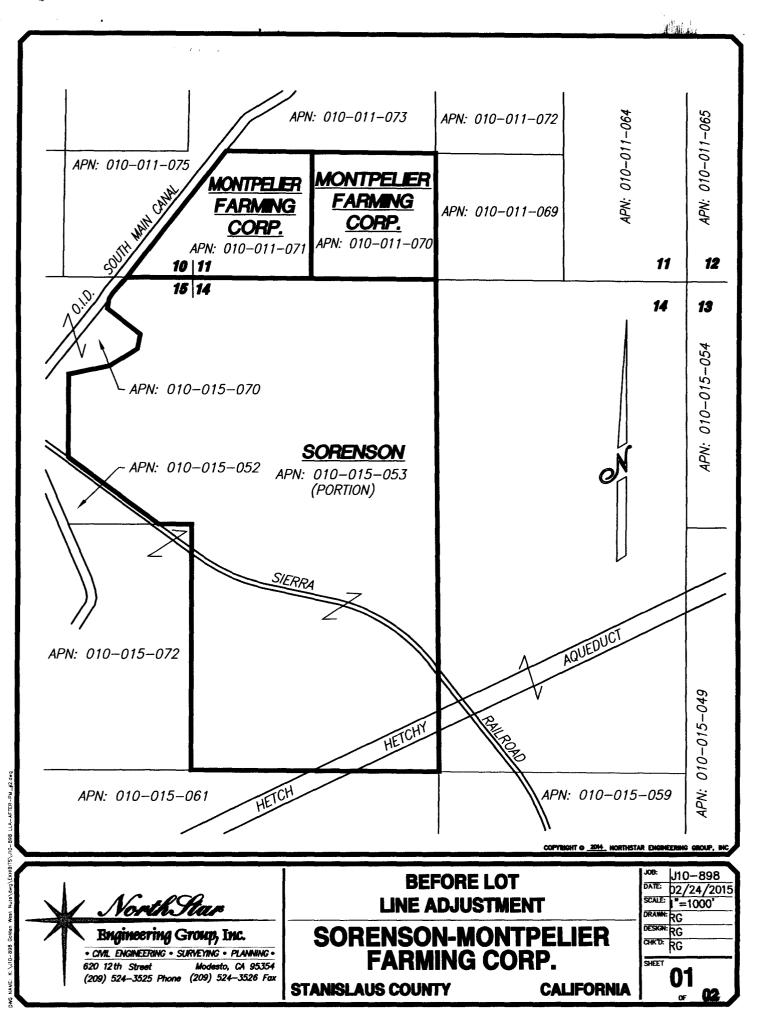
Staff believes that all the findings can be made as the proposed lot line adjustments will not increase the number of developable parcels, will not reduce the number of acres covered under contract, and will not compromise the continued agricultural use of the parcels.

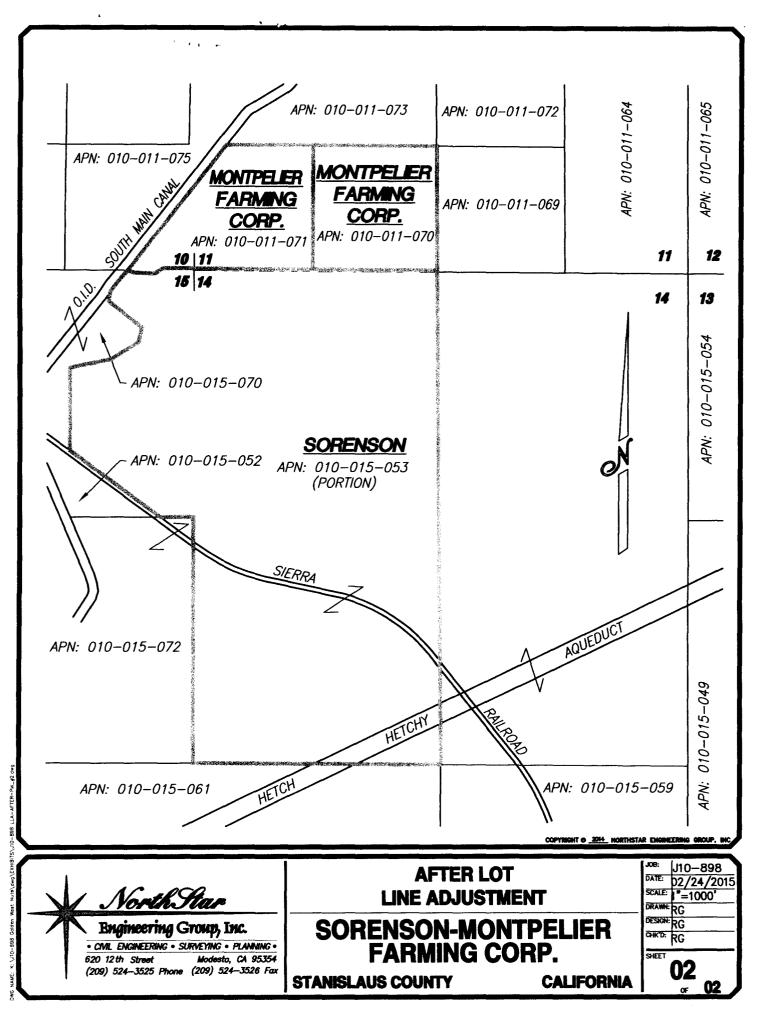
New Williamson Act Contracts would typically come before the Board once a year, in December. Williamson Act Contracts for 2016 came before the Board on December 15, 2015; however, because this action is related to a lot line adjustment, it is prudent to act on this action independently of other Williamson Act Contracts. Therefore, it is the intention of this action that all new contracts supersede all existing contracts, upon recording. As in the case with all Williamson Act Contracts in Stanislaus County, the new contracts will be subject to the provisions of AB1265.

#### POLICY ISSUE:

.4

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's policies specifically state that the County shall continue to administer lot





# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Stanislaus County Department of Planning and Community Development 1010 10<sup>th</sup> Street, Suite 3400 Modesto, CA 95354 Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC- 2016-0051398-00 Acct 121-Planning. Monday, JUL 11, 2016 15:44:35 Ttl Pd \$62.00 Rcpt # 0003836597 OGP/R2/1-16

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>October 29, 2013</u>, approved the lot line adjustment herein described submitted under the name of <u>Sorenson/Montpelier</u> Lot Line Adjustment No. <u>PLN2013-0072</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" and Exhibit "C", 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.

ANGELA FREITAS, DIRECTOR

By:

Jeremy Ballard, Assistant Planner Stanislaus County Department of Planning and Community Development

6129/16 Date

Date

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California   |   |
|-----------------------|---|
| County of <u>Stan</u> | islaus;                                       |
| on idzalde            | 16_ before me, KIMEVA L. Hall, Notavu Public, |
| Date                  | Here Insert Name and Title of the Officer     |
| personally appeared _ | Jeremy Ballavd                                |
|                       | 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/ber/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL** -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of A              | Attached Document        |                               |                         |
|-------------------------------|--------------------------|-------------------------------|-------------------------|
| Title or Type of Document:    |                          | Docu                          | ment Date:              |
| Number of Pag                 | es: Signer(s) Other Than | Named Above:                  |                         |
| Capacity(ies) C               | laimed by Signer(s)      |                               |                         |
| Signer's Name:                |                          | Signer's Name:                |                         |
| Corporate Officer – Title(s): |                          | Corporate Officer — Title(s): |                         |
| □ Partner – □                 | Limited 🗌 General        | 🗌 Partner – 🗌                 | Limited 🛛 General       |
| 🗆 Individual                  | Attorney in Fact         | 🗌 Individual                  | Attorney in Fact        |
| Trustee                       | Guardian or Conservator  | Trustee                       | Guardian or Conservator |
| Other:                        |                          | Other:                        |                         |
| Signer Is Repres              | senting:                 |                               | esenting:               |
|                               |                          |                               |                         |

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### GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY KIMERA L. HALL

COMMISSION NO. 2084258

DATE COMMISSION EXPIRES OCTOBER 29, 2018

PLACE OF EXECUTION STANISLAUS COUNTY

(Date) June 30, 2016

Jennifer Akin, Staff Services Tech Starislaus County Department of Planning & Community Development LOT LINE NO. <u>PLN2013-0072</u>

NAME SIGNATURE DATE SIGNED AT (Print or type) (All to be notarized) (City) See attached signature sheets menson 4/20/15 \*Deborah rozon AL JAMES G. CRECELIUS 5-13-1 GEO, Montpelier Farmin P. ß \* Trustee AKA Deborah Aileen Sorenson SECURITY HOLDERS: NAME SIGNATURE DATE SIGNED AT (Print or type) (All to be notarized) (City) 9/28

| CALIFORNIA ALL-PURPOSE  | E ACKNOWLEDGMENT   |
|---|--|
| A notary public or other officer completing this cer<br>document to which this certificate is attached, and   | tificate verifies only the identity of the individual who signed the<br>d not the truthfulness, accuracy, or validity of that document.  |
| State of California<br>County of Alameda<br>On <u>April 20<sup>14</sup>, 2015</u> before<br>personally appeared <u>Deborah Ai</u>   | ore me,Garrett S. Bowers-Dodd Notary Public  |
| subscribed to the within instrument and ac<br>in his/her/their authorized capacity(ies), ar   | cory evidence to be the person(s) whose name(s) is/ar<br>knowledged to me that he/she/they executed the same<br>nd that by his/her/their signature(s) on the instrument<br>which the person(s) acted, executed the instrument. |
|   | I certify under PENALTY OF PERJURY under the<br>laws of the State of California that the foregoing<br>paragraph is true and correct.   |
| GARRETT S. BOWERS-DODD<br>COMM # 1994800<br>NOTARY PUBLIC-CALIFORNIA ><br>ALAMEDA COUNTY<br>My Commission Expires<br>October 21, 2016   | WITNESS my hand and official seal.   |
|   | Signature of Notary Public   |
| (   | OPTIONAL   |
| <b>0</b> 1 2 7  | it may prove valuable to persons relying on the document and could<br>reattachment of this form to another document.   |
| Description of Attached Document  | e of Lot Line Adjustment   |
| Title or Type of Document: Certification  |  |
| Title or Type of Document:       (LT / T / CAUG         Number of Pages:          Signer(s)       Other T         Capacity(ies)       Claimed by Signer(s)  | and the second   |
| Number of Pages: Signer(s) Other T  | Than Named Above:<br>Signer's Name:  |
| Number of Pages: Signer(s) Other T<br>Capacity(ies) Claimed by Signer(s)<br>Signer's Name:<br>Corporate Officer - Title(s):   | Than Named Above:  |
| Number of Pages:       Signer(s) Other T         Capacity(ies) Claimed by Signer(s)         Signer's Name:         Corporate Officer - Title(s):         Partner -         Limited         General                    | Than Named Above:  |
| Number of Pages:       Signer(s) Other T         Capacity(ies) Claimed by Signer(s)         Signer's Name:         Corporate Officer - Title(s):         Partner -         Limited         General         Individual | Than Named Above:  |
| Number of Pages:       Signer(s) Other T         Capacity(ies) Claimed by Signer(s)         Signer's Name:         Corporate Officer - Title(s):         Partner -         Limited         General                    | Signer's Name:         Corporate Officer - Title(s):         Partner -         Individual         Attorney in Fact         yator         Trustee         Other:  |

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

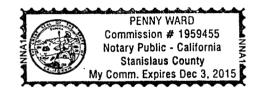
| document.  |
|--|
| STATE OF CALIFORNIA }  |
| COUNTY OF STANISLANS   |
| On MAY & WIS before me, E. PEREZ VEGA, NOTARY ABUL Notary  |
| Public,       Date       (here insert name and title of the officer)   |
| personally appeared JAMES C. CREEELIUS   |
| :<br>  |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are<br>subscribed to the within instrument and acknowledged to me that he/she/they executed the same<br>in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument<br>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)   |
| OPTIONAL   |
| Description of Attached Document   |
| Title or Type of Document: CEAT LOT LINE ADISTICATIOn ber of Pages:  |
| Document Date: Other:  |
| 2015 Apostille Service. 707-992-5551 www.CaliforniaApostille.us California Mobile Notary Network www.CAMNN.com   |

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of STONIS KENINY LINRO Jaus \_, a notary public, On before me, stohnsc personally appeared , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are-subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal. Signature C



OWNERS:

| NAME<br>(Print or type) | SIGNATURE<br>(All to be notarized) | DATE    | SIGNED AT<br>(City) |
|-------------------------|------------------------------------|---------|---------------------|
| See attached signature  | shee <sup>*</sup>                  |         |                     |
| & PAUL NICHOLS          | Paul Minter                        | 4/20/15 | NYC                 |
|                         | -                                  |         | -                   |
| *Agent                  | {                                  |         |                     |
|                         |                                    |         |                     |
| SECURITY HOLDERS:       |                                    |         |                     |
| NAME<br>(Print or type) | SIGNATURE<br>(All to be notarized) | DATE    | SIGNED AT<br>(City) |
| - <u></u>               |                                    |         | <u> </u>            |
|                         | <i>t</i>                           |         |                     |
| •                       |                                    |         |                     |
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|                         |                                    |         |                     |

State of New York County of New York Before me this day of April 2015.came. Panel Michaels the person described in and who signed the torgoing document, swore or affirmed to the contents thereof.

7

YUKIKO USHIJIMA Notary Public, State of New York No. 01US6181566 Qualified in New York County Commission Expires

## LOT LINE NO. <u>PLN2013-0072</u>

| NAME<br>(Print or type)  | SIGNATURE<br>(All to be notarized) | DATE    | SIGNED AT<br>(City) |  |
|--|------------------------------------|---------|---------------------|--|
| See attached signature   | sheets                             |         |                     |  |
| VICTORIAL. CALANTONI   | Tietona Calaston                   | 4/14/15 | Epston PA           |  |
| AGENT<br>COMMONWEALTH OF PENNSY  | LVANIA                             |         |                     |  |
| NOTARIAL SEAL<br>Sandra L. Lombardo, Notary<br>Bethlehem Township, Northampton | County                             |         |                     |  |
| My commission expires July 1   | 8, 2017                            |         |                     |  |
| SECURITY HOLDERS:  | war                                |         |                     |  |
| NAME<br>(Print <u>or</u> type)   | SIGNATURE<br>(All to be notarized) | DATE    | SIGNED AT<br>(City) |  |
| Kictoria Catadon   | And mpas                           | 414     | JEAGAN AHOUS        |  |
|  |                                    | <u></u> |                     |  |
|  |                                    |         | <u></u>             |  |
|  |                                    |         |                     |  |
|  |                                    |         |                     |  |

## LOT LINE NO. <u>PLN2013-0072</u>

| NAME<br>(Print or type)  | SIGNATURE<br>(All to be notarized)  | DATE     | SIGNED AT<br>(City) |
|--------------------------|---|----------|---------------------|
| See attached signatu     | re sheets   |          |                     |
| ERIC E. NICHOLS<br>Agent | E-i Ethtor  | 5/2/2015 | Chandler, AZ        |
| fatymplus                | PATSY M. PEREZ<br>Notary Public - State of Arizona<br>MARICOPA COUNTY<br>My Commission Expires<br>February 14, 2018 |          |                     |
| SECURITY HOLDERS:        |   |          |                     |
| NAME<br>(Print or type)  | SIGNATURE<br>(All to be notarized)  | DATE     | SIGNED AT<br>(City) |
|                          |   |          |                     |
|                          |   |          |                     |
|                          |   |          |                     |

| NAME<br>(Brint or type)                    | SIGNATURE                                | DATE       | SIGNED AT (City) |
|--|--|------------|------------------|
| (Print or type)<br>Jackson E. Nichols, Jr. | (All to be notarized)<br>Joebson E hecho | \$ 4-15-19 | 5 FPEMONT, CA    |
|  | V  |            |                  |
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| SECURITY HOLDERS:                          |  |            |                  |
| NAME<br>(Print or type)                    | SIGNATURE<br>(All to be notarized)       | DATE       | SIGNED AT (City) |
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#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Californi County o before me, Here Insert Name and Title Date personally appeared 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/he/their authorized capacity(ies), and that by his/he/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 s JUSTIN CHAIKII COMM, # 1998476 ARY PUBLIC - CALIFORNIA Signature ALAMEDA COUNTY Signature of Notary Public COMM. EXPIRES NOV. 17, 2016 Place Notary Seal Above · OPTIONAL · Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document, Title or Type of Document: Lot Line Adjustment 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): Corporate Officer - Title(s): \_ □ Partner – □ Limited □ General □ Partner – □ Limited □ General Individual □ Attorney in Fact □ Attorney in Fact Individual Guardian or Conservator Trustee Trustee Guardian or Conservator Other: Other: Signer Is Representing: Signer Is Representing:

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Lot Line Adjustment 2013-0072

## **Unadjusted Parcels**

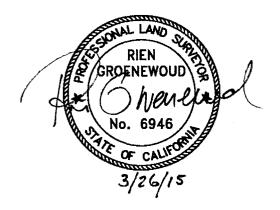
Legal Description

## Parcel 1: (Sorenson) (patent 4006)

The northeast quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

### Parcel 2: (Montpelier Farming Corporation) (56-PM-97)

Parcel 1, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.



(Page 1 of 2)

## Lot Line Adjustment 2013-0072

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 1:**

The northeast quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

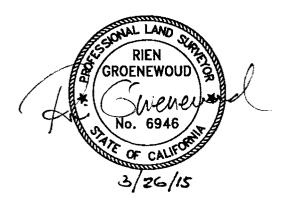
**TOGETHER WITH** that portion of the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, more particularly described as follows:

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15 of said Township and Range; thence along the South line of said Section 11 South 89°43'46" East, a distance of 2590.28 feet to the southwest corner of Parcel 1, as shown in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said South line and proceeding along the West line of said Parcel 1 North 00°22'21" West, a distance of 19.58 feet;

thence leaving said West line and proceeding South 89°41'59" East, a distance of 1086.21 feet; thence South 87°35'48" East, a distance of 280.46 feet to a point on the East line of said Parcel 1; thence along said East line South 00°22'21" East, a distance of 8.58 feet to the southeast corner of said Parcel 1, being also a point on said South line of Section 11;

thence along said South line North 89°43'46" West, a distance of 1366.36 feet to the point of beginning.



(Page 2 of 2)

Lot Line Adjustment 2013-0072

## **Resultant Parcel**

Legal Description

## Adjusted Parcel 2:

Lot 1, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## **EXCEPTING THEREFROM:**

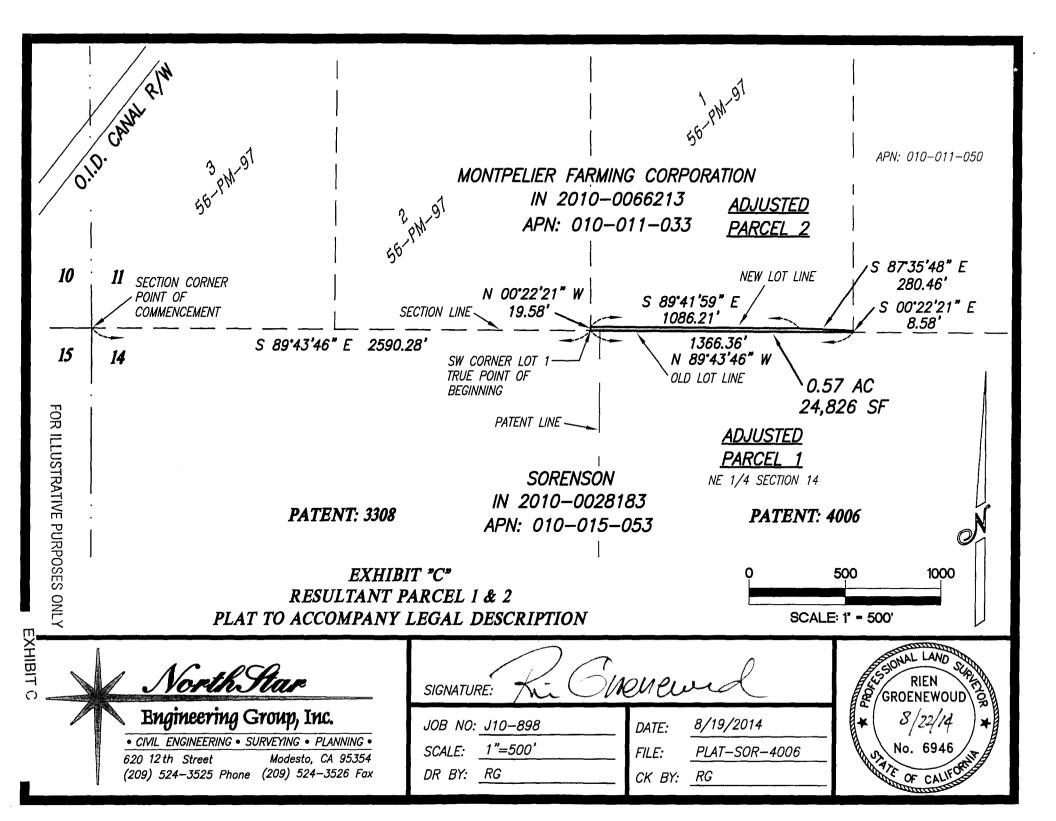
**COMMENCING** at the corner common to Sections 10, 11, 14 and 15 of said Township and Range; thence along the South line of said Section 11 South 89°43'46" East, a distance of 2590.28 feet to the southwest corner of Lot 1, as shown in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said South line and proceeding along the West line of said Lot 1 North 00°22'21" West, a distance of 19.58 feet;

thence leaving said West line and proceeding South 89°41'59" East, a distance of 1086.21 feet; thence South 87°35'48" East, a distance of 280.46 feet to a point on the East line of said Lot 1; thence along said East line South 00°22'21" East, a distance of 8.58 feet to the southeast corner of said Lot 1, being also a point on said South line of Section 11;

thence along said South line North 89°43'46" West, a distance of 1366.36 feet to the point of beginning.





# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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



Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC- 2016-0051396-00

Acct 121-Planning. Monday, JUL 11, 2016 15:44:16 Ttl Pd \$74.00 Rcpt # 0003836595 OGP/R2/1-20

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>February 10, 2015</u>, approved the lot line adjustment herein described submitted under the name of <u>Sorenson/Montpelier</u> Lot Line Adjustment No. <u>PLN2013-0073</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", and Exhibit "C", 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.

#### ANGELA FREITAS, DIRECTOR

By:

Jereiny Ballard, Associate Planner Stanislaus County Department of Planning and Community Development

0/29/14

Date

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California )<br>County of <u>Stanislaus</u> ) |  |
|--|--|
| On <u>lepselbollo</u> before me, <u>Kim</u><br>Date    | era L. Hall, Notary Public,<br>Here Insert Name and Title of the Officer |
| personally appeared <u>Teremy</u>                      | Ballavd<br>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/ber/their authorized capacity(ies), and that by his/ber/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature \_

Signature of Notary Public

Place Notary Seal Above

#### **OPTIONAL** .

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of                | Attached Document         |                               |                         |
|-------------------------------|---------------------------|-------------------------------|-------------------------|
| Title or Type o               | f Document:               | Docu                          | ment Date:              |
| Number of Pag                 | ges: Signer(s) Other Thar | n Named Above: _              |                         |
| Capacity(ies)                 | Claimed by Signer(s)      |                               |                         |
| Signer's Name:                |                           | Signer's Name:                |                         |
| Corporate Officer — Title(s): |                           | Corporate Officer — Title(s): |                         |
| Partner -                     | Limited General           | 🗆 Partner — 🗌                 | Limited 🗌 General       |
| 🗆 Individual                  | Attorney in Fact          | 🗆 Individual                  | Attorney in Fact        |
| Trustee                       | Guardian or Conservator   | Trustee                       | Guardian or Conservator |
| Other:                        |                           | Other:                        |                         |
| Signer Is Repre               | senting:                  | Signer Is Repre               | esenting:               |
|                               |                           |                               |                         |

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## GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY KIMERA L. HALL

COMMISSION NO. 2084258

DATE COMMISSION EXPIRES OCTOBER 29, 2018

PLACE OF EXECUTION STANISLAUS COUNTY

(Date) June 30, 2016

Jennifer Akin, Staff Services Tech Stanislaus County Department of Planning & Community Development

| NAME<br>(Print or type)                   | SIGNATURE<br>(All to be notarized) | DATE        | SIGNED AT<br>(City) |
|---|------------------------------------|-------------|---------------------|
| See attached signature shee               | ts                                 |             | -                   |
| Deborah A. Sorenson                       | Delmicha Sman                      | 50m 4/20/15 | Berkeley            |
| Trustee, Sorenson                         | Trust                              | · · ·       | <u> </u>            |
| Trustee, Sorenson<br>* AKA Deborah Aileen | Sorenson                           |             |                     |
|   |                                    |             |                     |
| SECURITY HOLDERS:                         |                                    |             |                     |
| NAME<br>(Print or type)                   | SIGNATURE<br>(All to be notarized) | DATE        | SIGNED AT<br>(City) |
|   |                                    |             |                     |
|   |                                    |             |                     |
|   |                                    |             |                     |

| CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT   |   |  |  |
|---|---|--|--|
|   |   |  |  |
| A notary public or other officer completing this certificate<br>document to which this certificate is attached, and not th  | verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document. |  |  |
|   |   |  |  |
|   |   |  |  |
| State of California<br>County of Alameda  |   |  |  |
| -   |   |  |  |
| On April 20, 2015 before m  | e,Garrett S. Bowers-DoddNotary Public,  |  |  |
| $\mathbf{D} \mathbf{I} \mathbf{I} \mathbf{A} \mathbf{I} \mathbf{I}$   |   |  |  |
| personally appeared <u>Deborah</u> Ailee  | n Sorenson  |  |  |
|   |   |  |  |
| 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. |   |  |  |
|   | Loortify under DENALTY OF DED ILIDY under the   |  |  |
|   | I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing                     |  |  |
|   | paragraph is true and correct.  |  |  |
| GARRETT S. BOWERS-DODD<br>COMM. # 1994800   |   |  |  |
|   | WITNESS my hand and official seal.  |  |  |
| My Commission Expires<br>October 21, 2016   | <i>.</i>  |  |  |
|   | Mittes I dol  |  |  |
|   | Signature of Notary Public  |  |  |
|   |   |  |  |
| OPTIONAL  |   |  |  |
|   | prove valuable to persons relying on the document and could<br>hment of this form to another document.              |  |  |
| Description of Attached Document  |   |  |  |
| Title or Type of Document: Certificate of L   | of Line Adjust 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):   | Corporate Officer - Title(s):   |  |  |
| Partner - 🛛 Limited 🗍 General   | Partner - 🗌 Limited 🗌 General   |  |  |
| ☐ Individual  | □ Individual □ Attorney in Fact   |  |  |
| Trustee     Guardian or Conservator   | Trustee     Guardian or Conservator   |  |  |
| □ Other:  |   |  |  |
| □ Signer Is Representing:   | Signer Is Representing:   |  |  |
|   |   |  |  |

OWNERS:

.

| NAME<br>(Print or type)                  | SIGNATURE<br>(All to be notarized)  | DATE  | SIGNED AT<br>(City) |
|--|---|---|---------------------|
| JACKSON E. NICHOLS JR                    | Joelen Z. Jiecher ).  | 4-15-15   | FREMONT CA          |
| JACKSON E. NICHOLS JR<br>Agent, Sorenson | Trust   |   |                     |
|  |   |   |                     |
|  |   |   |                     |
| SECURITY HOLDERS:                        |   |   |                     |
| NAME<br>(Print or type)                  | SIGNATURE<br>(All to be notarized)  | DATE  | SIGNED AT<br>(City) |
|  |   |   |                     |
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|  |   |   |                     |
|  | A notary public or other officer completing this<br>identity of the individual who signed the docume<br>is attached, and not the truthfulness, accuracy,          | nt to which this certificate  |                     |
|  | Statlet faitomia  | P1)   |                     |
|  | appeared Sackson E. Nich  | 1 4 M Hotory Public, personally<br>2 Ex the person (2 whose name)<br>2 A to the bust may have executed<br>t by his/ha/they reacture (2 on the |                     |
|  | mstrument the plassery. If the early upper behalf of white<br>instrument<br>Leer by underFENALY OF PERFUSY update the proper the<br>paragraph is true and partect | t by insymptotic against even of the the<br>in the controls of acted, executed the<br>state of Gelifonia that the foregoing                   |                     |
|  |   | CHAIKIN Z   |                     |
|  | ALAMET  | # 1998476<br>DELIC - CALIFORNIA<br>DA COUNTY<br>RES NOV. 17, 2016   |                     |
|  |   |   |                     |

**OWNERS**:

| NAME<br>(Print or type)         | SIGNATURE<br>(All to be notarized) | DATE    | SIGNED AT<br>(City) |
|---------------------------------|------------------------------------|---------|---------------------|
| See attached signature sh       | eets                               |         | -                   |
| PAUL NICHOLS<br>Agent, Sorenson | Pay Nichh                          | 4/20/15 | NYC                 |
| Agent, Sorenson                 | nTrust                             |         |                     |
|                                 |                                    |         |                     |
|                                 |                                    |         |                     |
| SECURITY HOLDERS:               |                                    |         |                     |
| NAME<br>(Print or type)         | SIGNATURE<br>(All to be notarized) | DATE    | SIGNED AT<br>(City) |
|                                 |                                    |         |                     |
|                                 |                                    |         |                     |
|                                 |                                    |         |                     |
|                                 |                                    |         |                     |

State of New York County of New York Before me this day of 2015 came. Paul Nich 9. The person described in and who signed the forgoing document. Swore or affirmed to the contents thereof.

 $\sim$ 

YUKIKO USHIJIMA Notary Public, State of New York No. 01US6181566 Qualified in New York County Commission Expires 7-Chorf 2016

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| NAME<br>(Print or type)  | SIGNATURE<br>(All to be notarized) | DATE    | SIGNED AT<br>(City) |
|--|------------------------------------|---------|---------------------|
| See attached signature s   |                                    |         | E Aston Pil         |
| VICTORIA L. CALANTON<br>Agento Sorenson<br>COMMONWEALTH OF PENN                                      | SYLVANIA                           | 4-14-15 |                     |
| NOTARIAL SEA<br>Sandra L. Lombardo, Nota<br>Bethlehem Township, Northam<br>My commission expires Jul | ry Public                          |         |                     |
| SECURITY HOLDERS:  |                                    |         |                     |
| NAME<br>(Print or type)  | SIGNATURE<br>(All to be notarized) | DATE    | SIGNED AT<br>(City) |
|  |                                    |         |                     |
|  |                                    |         |                     |
|  |                                    |         |                     |
|  |                                    |         |                     |

OWNERS:

| NAME<br>(Print or type) | SIGNATURE<br>(All to be notarized)                   | DATE     | SIGNED AT<br>(City) |
|-------------------------|--|----------|---------------------|
| See attached signature  | sheets   |          | -                   |
| ERIC E. NICHOLS         | EiETh  | 5/2/2015 | Chandler, AZ        |
| Agent, Sorenson         | nTrust   | •        |                     |
| Janjens                 | Hotary Public - State of Artzona<br>MARICOPA COLINTY |          |                     |
|                         | My Commission Expires<br>Pebruary 14, 2018           | <u></u>  |                     |
| SECURITY HOLDERS:       |  |          |                     |
| NAME<br>(Print or type) | SIGNATURE<br>(All to be notarized)                   | DATE     | SIGNED AT<br>(City) |
|                         |  |          |                     |
|                         |  |          |                     |
|                         |  |          |                     |
|                         |  |          |                     |
|                         |  |          |                     |

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## OWNERS:

| NAME<br>(Print or type)          | SIGNATURE<br>(All to be notarized) | DATE     | SIGNED AT (City) |
|----------------------------------|------------------------------------|----------|------------------|
| Jama Carcolia<br>CEO, Montpelier |                                    | 10-26-15 | Turlack          |
| CEO, Montpelier                  | Flarming Corp                      |          |                  |
|                                  |                                    |          |                  |
|                                  |                                    |          |                  |
|                                  |                                    |          |                  |
|                                  |                                    |          |                  |
|                                  |                                    |          |                  |

### SECURITY HOLDERS:

| NAME<br>(Print or type)<br>Ussenteland | SIGNATURE<br>(All to be notarized)<br>RANK<br>BV: SEMISCHNSON<br>BV: SEMISCHNSON | DATE<br>18-20-11<br>Cont | SIGNED AT (City) |
|--|--|--------------------------|------------------|
|  |  |                          |                  |
|  |  |                          |                  |
|  |  |                          |                  |

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Stanislaus )

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)

On <u>October 26, 2015</u> before me, <u>Penny Ward</u>, a notary public, personally appeared <u>James G. Crecelius</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/<del>aro</del> subscribed to the within instrument and acknowledged to me that he/s<del>hc/th</del>ey executed the same in his/h<del>er/the</del>ir 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.

PENNY WARD Commission # 1959455 WITNESS my hand and official seal. Notary Public - California Stanislaus County Signature My Comm. Expires Dec 3, 2015

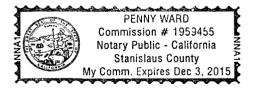
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Stanislaus

On <u>October 26, 2015</u> before me, <u>Penny Ward</u>, a notary public, personally appeared <u>Ken Johnson</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/<del>are</del> subscribed to the within instrument and acknowledged to me that he/s<del>he/the</del>y 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



## Lot Line Adjustment 2013-0073

## Unadjusted Parcels Legal Description

### Parcel 1: (Sorenson) (patent 3308)

The northwest quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## Parcel 2: (Sorenson) (portion patent 6149)

The East half of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

### EXCEPTING THEREFROM:

1) All of the southeast quarter of the northeast quarter of said Section 15, lying South and West of the line of the Sierra Railway Company of California as granted to Thomas S. Bullock by Deed from A.S. Emery dated April 24, 1897 and recorded April 27, 1897 in Volume 60 of Deeds, Page 62.

2) All that portion of the northeast quarter of the northeast quarter of Section 15, above described which lies North and Westerly of the right of way of the canal of the Oakdale Irrigation District, as granted to Christina Lancaster and Mamie Lancaster Coffee by Deed from A. S. Emery dated January 27, 1912 and recorded April 25, 1912 in Volume 167 of Deeds, Page 361.

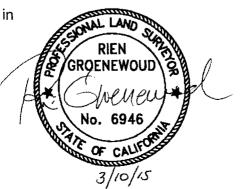
3) A strip of land 50 feet wide and 1182 feet long lying equally on each side of the center line of the Railroad of the Sierra Railway Company of California; where the same is located through the Northeast quarter of said Section 15 above described; commencing at a point on the center line of the said railroad where the said center line intersects the west boundary of said land, 632 feet North of the Southwest corner of the southeast quarter of the northeast quarter of Section 15; thence in a southeasterly direction 1182 feet to the South boundary of the said land, 375 feet West of the East quarter corner of Section 15.

## Parcel 3: (Montpelier Farming Corporation) (56-PM-97)

Parcel 2, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 4: (Montpelier Farming Corporation) (56-PM-97)

Parcel 3, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Sections 10 and 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.



(Page 1 of 4)

Lot Line Adjustment 2013-0073

## **Resultant Parcel**

Legal Description

## Adjusted Parcel 1:

The northwest quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

**TOGETHER WITH** that portion of the southwest quarter of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, more particularly described as follows:

**BEGINNING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the West line of said Section 11 North 00°33'27" West, a distance of 21.14 feet; thence leaving said West line and proceeding South 89°41'41" East, a distance of 2590.37 feet to the East line of Parcel 2, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records;

thence along said East line South 00°22'21" East, a distance of 19.58 feet to the southeast corner of said Parcel 2, being also a point on the South line of said Section 11;

thence along said South line North 89°43'46" West, a distance of 2590.28 feet to the point of beginning.



(Page 2 of 4)

### Lot Line Adjustment 2013-0073

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 2:**

The East half of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

Excepting therefrom:

1) All of the southeast quarter of the northeast quarter of said Section 15, lying South and West of the line of the Sierra Railway Company of California as granted to Thomas S. Bullock by Deed from A.S. Emery dated April 24, 1897 and recorded April 27, 1897 in Volume 60 of Deeds, Page 62.

2) All that portion of the northeast quarter of the northeast quarter of Section 15, above described which lies North and Westerly of the right of way of the canal of the Oakdale Irrigation District, as granted to Christina Lancaster and Mamie Lancaster Coffee by Deed from A. S. Emery dated January 27, 1912 and recorded April 25, 1912 in Volume 167 of Deeds, Page 361.

3) A strip of land 50 feet wide and 1182 feet long lying equally on each side of the center line of the Railroad of the Sierra Railway Company of California; where the same is located through the Northeast quarter of said Section 15 above described; commencing at a point on the center line of the said railroad where the said center line intersects the west boundary of said land, 632 feet North of the Southwest corner of the southeast quarter of the northeast quarter of Section 15; thence in a southeasterly direction 1182 feet to the South boundary of the said land 375 feet West of the East quarter corner of Section 15.

## TOGETHER WITH:

**BEGINNING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 368.69 feet; thence leaving said South line and proceeding North 54°02'50" East, a distance of 40.56 feet; thence South 89°24'16" East, a distance of 335.67 feet to a point on the East line of said Section 10; thence along said East line South 00°33'27" East, a distance of 21.14 feet to the point of beginning.

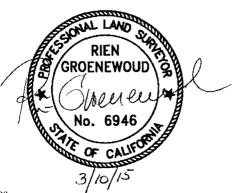
## ALSO EXCEPTING THEREFROM:

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the North line of said Section 15 North 89°52'22" West, a distance of 368.69 feet to the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North line and proceeding South 54°02'50" West, a distance of 65.82 feet;

thence North 86°29'47" West, a distance of 228.86 feet;

thence North 67°07'19" West, a distance of 65.38 feet to the point of intersection of the East line of the 100 foot wide Oakdale Irrigation District South Main Canal with said North line of Section 15; (thence along said North line, South 89°52'22" East, a distance of 341.94 feet to the point of beginning.



(Page 3 of 4)

Lot Line Adjustment 2013-0073

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 3:**

Parcel 3, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Sections 10 and 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## **TOGETHER WITH:**

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the North line of said Section 15 North 89°52'22" West, a distance of 368.69 feet to the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North line and proceeding South 54°02'50" West, a distance of 65.82 feet; thence North 86°29'47" West, a distance of 228.86 feet;

thence North 67°07'19" West, a distance of 65.38 feet to the point of intersection of the East line of the 100 foot wide Oakdale Irrigation District South Main Canal with said North line of Section 15; thence along said North line, South 89°52'22" East, a distance of 341.94 feet to the point of beginning.

## **EXCEPTING THEREFROM:**

**BEGINNING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 368.69 feet; thence leaving said South line and proceeding North 54°02'50" East, a distance of 40.56 feet; thence South 89°24'16" East, a distance of 335.67 feet to a point on the common line between said Sections 10 and 11;

thence South 89°41'41" East, a distance of 1258.20 feet to a point on the East line of said Parcel 3; thence along said East line South 00°16'14" West, a distance of 20.38 feet to the southeast corner of said Parcel 3, being also a point on the South line of said Section 11;

thence along said South line North 89°43'46" West, a distance of 1257.89 feet to the point of beginning.



(Page 4 of 4)

### Lot Line Adjustment 2013-0073

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 4:**

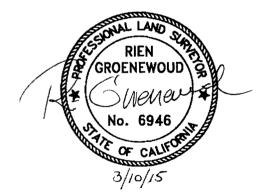
Parcel 2, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

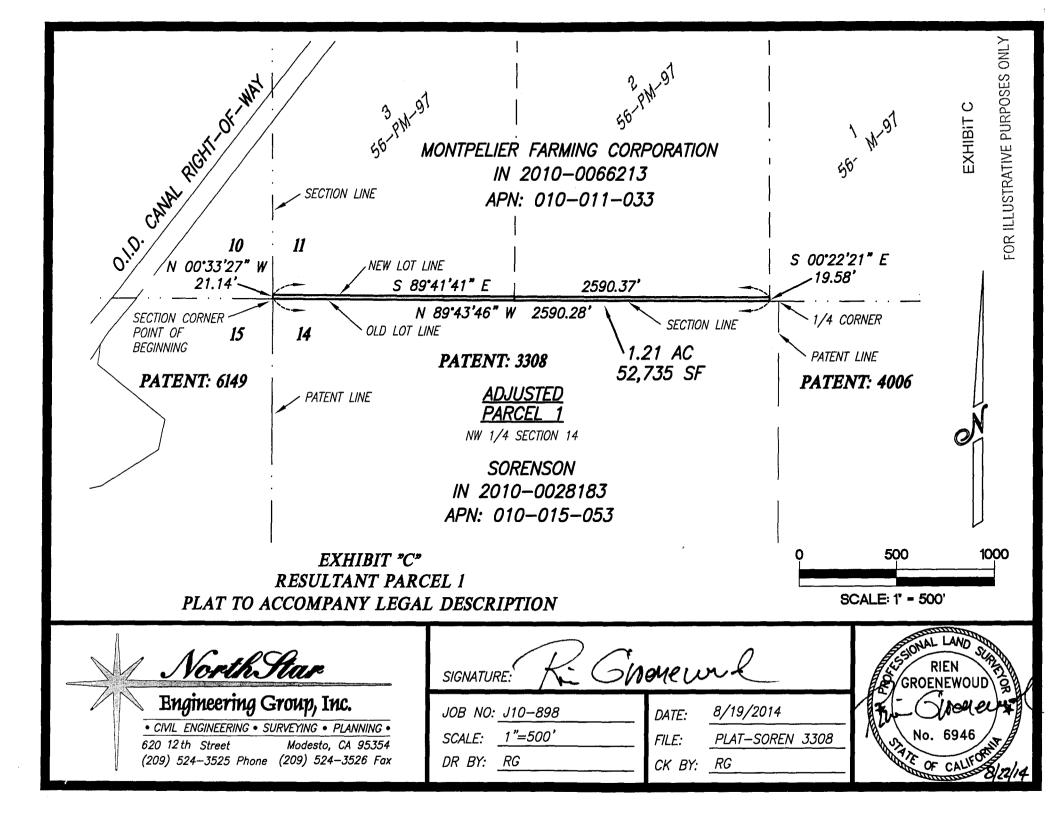
### EXCEPTING THEREFROM:

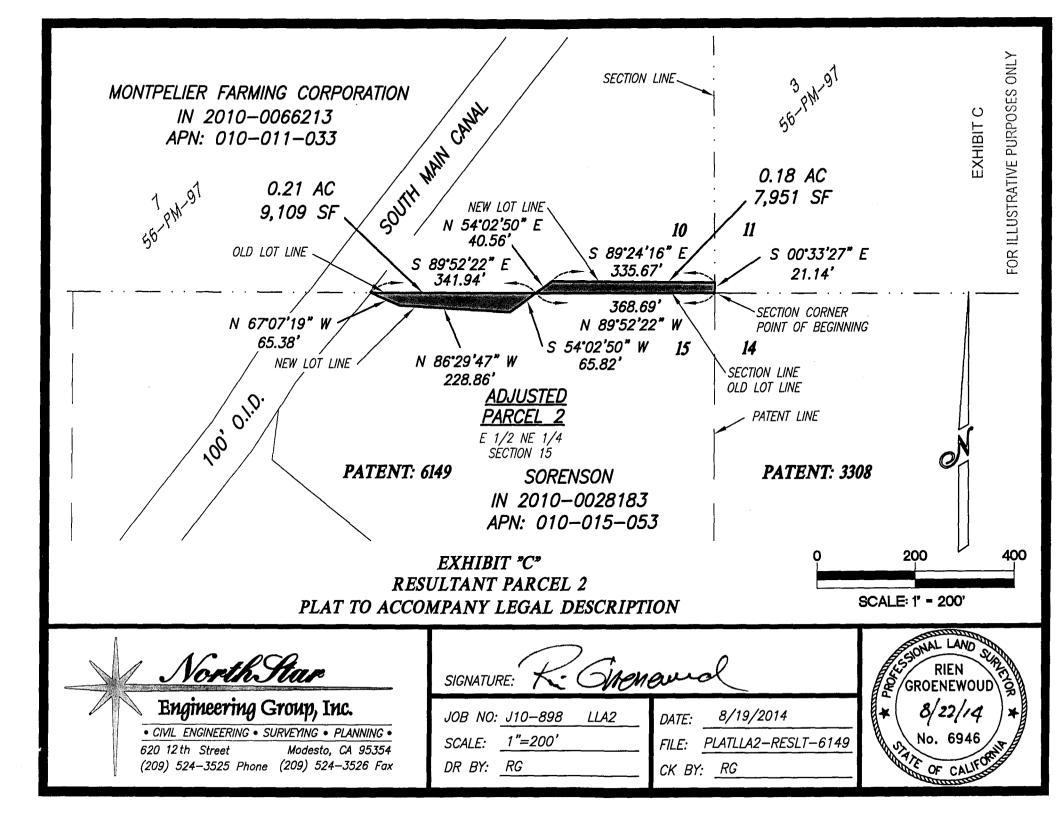
Commencing at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 11 South 89°43'46" East, a distance of 1257.89 feet to the southwest corner of said Parcel 2 and the **TRUE POINT OF BEGINNING** of this description; thence leaving said South line and proceeding along the West line of said Parcel 2 North 00°16'14" East , a distance of 20.38 feet;

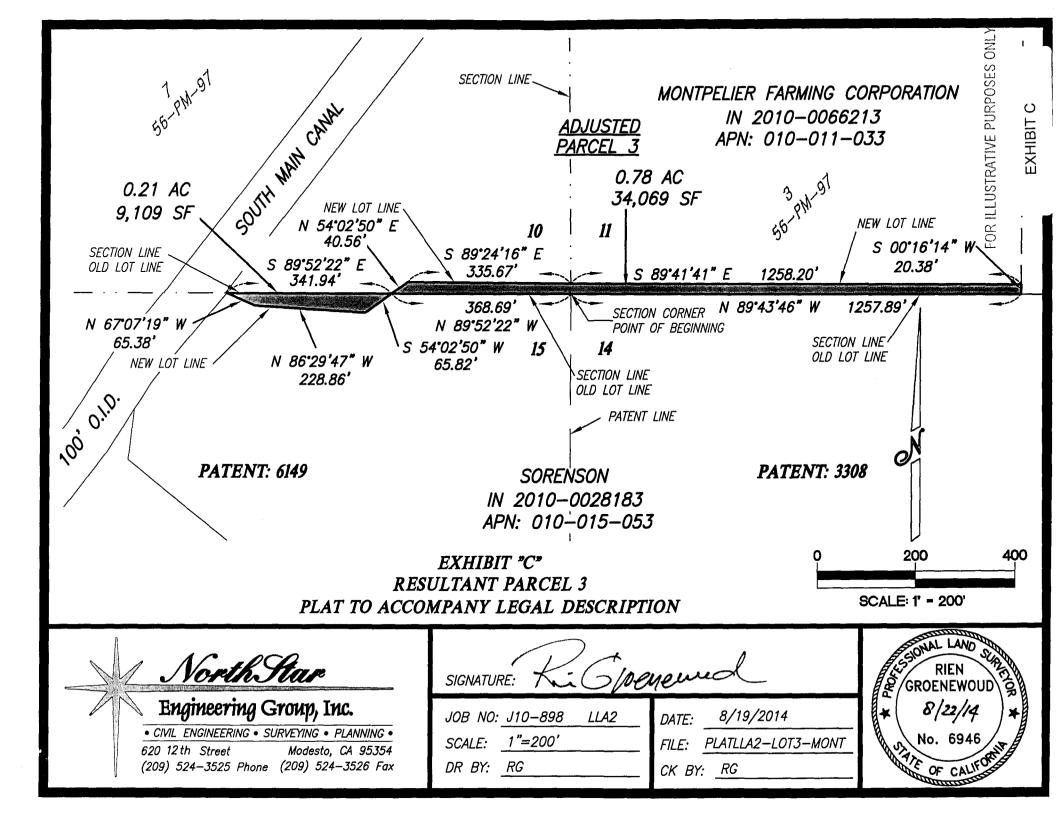
thence South 89°41'41" East, a distance of 1332.17 feet to a point on the East line of said Parcel 2; thence along said East line South 00°22'21" East, a distance of 19.58 feet to a point on said South line of Section 11;

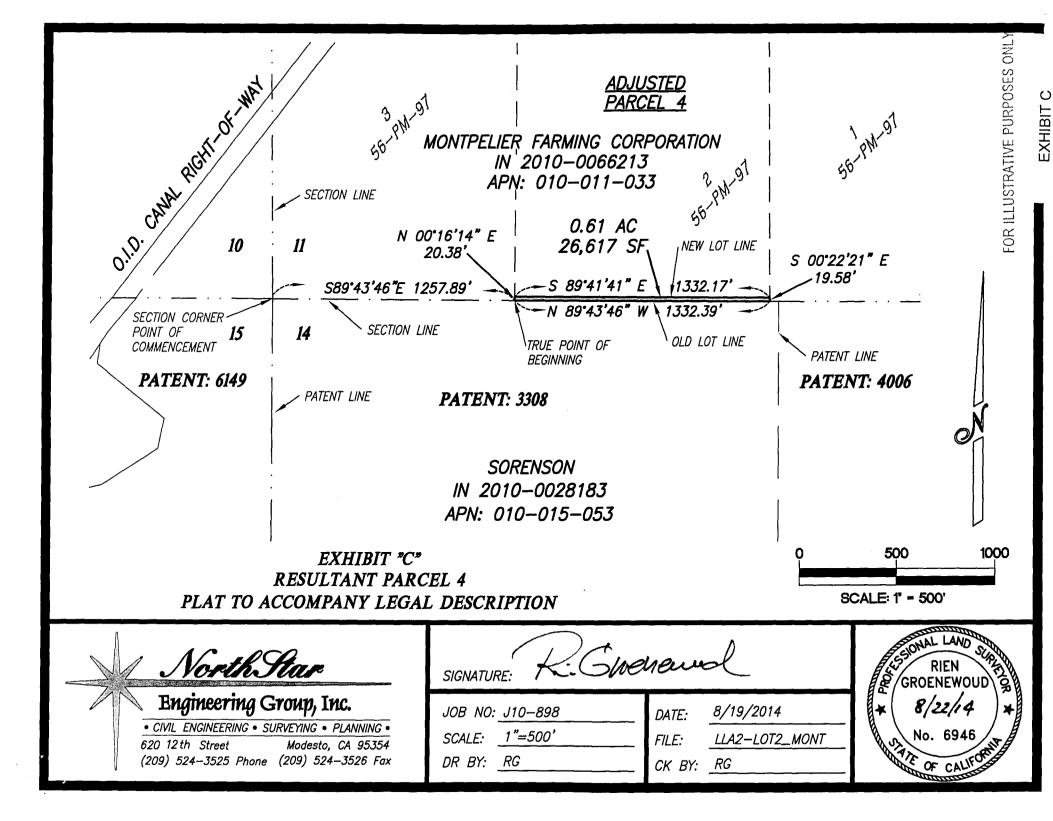
thence along said South line North 89°43'46" West, a distance of 1332.39 feet to the point of beginning.











#### RECORDING REQUESTED BY STANISLAUS COUNTY BOARD OF SUPERVISORS

WHEN RECORDED RETURN TO STANISLAUS COUNTY DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT 1010 10<sup>TH</sup> STREET, SUITE 3400 MODESTO, CA 95354

#### NOTICE OF RESCISSION AND SIMULTANEOUS RE-ENTRY INTO CALIFORNIA LAND CONSERVATION CONTRACT NO. <u>2016-23</u>

| THIS SPACE FOR RECORDER ONLY        |  |
|-------------------------------------|--|
| Stanislaus, County Recorder         |  |
| Lee Lundrigan Co Recorder Office    |  |
| DOC- 2016-0051389-00                |  |
| Acct 121-Planning.                  |  |
| Monday, JUL 11, 2016 13:56:11       |  |
| Ttl Pd   \$0.00   Rcpt # 0003836556 |  |
| 0GP/R2/1-16                         |  |
|                                     |  |
|                                     |  |

THIS NOTICE OF RESCISSION AND CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into <u>June 7, 2016</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:

RANDALL C. BOYCE

## MANAGER, FOSTER FARMS, LLC

#### 1000 DAVIS STREET, LIVINGSTON, CA 95334

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

| ASSESSORS<br>PARCEL NUMBER | ACREAGE | SITUS ADDRESS<br>(If none, please provide Legal Description) |
|----------------------------|---------|--|
| 010-011-038                | 52.61   | 13242 HWY 108, OAKDALE, CA95361                              |
|                            |         |  |

Pursuant to Stanislaus County Board of Supervisors Resolution No.<u>2016-286</u>, relating to Lot Line Adjustment No. <u>PLN2014-0122</u> as authorized by Govt. Code § 51257, California Land Conservation Contract No. <u>1996-4325</u> which encumbered the parcel described in Exhibit A is 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<br>(print or type)     | SIGNATURE<br>(all the potarized)   | DATE      | SIGNED AT<br>(city) |
|--------------------------------------|------------------------------------|-----------|---------------------|
|                                      |                                    | 4/28/2015 | Livingston C4       |
| Randall C. Boyce<br>Manager, FosterF | arm -                              |           | •<br>•              |
| <i>U i</i>                           | <u> </u>                           |           | •                   |
|                                      |                                    |           |                     |
|                                      |                                    |           |                     |
|                                      |                                    |           |                     |
| SECURITY HOLDERS:                    |                                    |           |                     |
| NAME<br>(print or type)              | SIGNATURE<br>(all to be notarized) | DATE      | SIGNED AT<br>(city) |
|                                      |                                    |           |                     |
|                                      |                                    |           |                     |
| •                                    |                                    |           |                     |
|                                      |                                    |           |                     |
|                                      |                                    |           |                     |
|                                      |                                    |           |                     |

EXHIBITS:

•

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

COUNTY: Stanislaus County

8.201L

Dated

Chairman, Board of Supervisors Angela Freitas for DICK MONTEITH

1:\Planning\Lot Lines and Mergers\LLA\TENT APPROVAL.LL WITH RE RE WILLYACT LETTERS\2014\LLA PLN2014-0122 & RE RE WAC - MONTPELIER FARMING CORP-FRESNO FARMING LLC.wpd

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

#### CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California |               | ) <sup>2</sup>                            |
|---------------------|---------------|---|
| County of Stanisla  |               | )   |
| on July 8, 2011     | obefore me,   | pristine Michele Snith Notary Public      |
| Date                | <u>10</u> 1 - | Here Insert Name and Title of the Officer |
| personally appeared | Angela        | treitas                                   |
|                     | 0             | 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.

time Michel Snoch Signature

Signature of Notary

Place Notary Seal Above

#### - OPTIONAL \*

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of Attached Document<br>Title or Type of Document: WMS Act-610-011-038 Document Date: (6-7-2016<br>Number of Pages: Signer(s) Other Than Named Above: |                                     |                   |                                       |
|---|-------------------------------------|-------------------|---------------------------------------|
| Signer's Name:  | imed by Signer(s)<br>er – Title(s): | Signer's Name:    | er — Title(s):                        |
|   | imited                              |                   | imited [] General                     |
| Individual  | Attorney in Fact                    | 🗀 Individual      | Attorney in Fact                      |
| C) Trustee  | Guardian or Conservator             | □ Trustee         | Guardian or Conservator               |
| Other:  |                                     | 🖸 Other:          | · · · · · · · · · · · · · · · · · · · |
| Signer Is Represe   | nting:                              | Signer Is Represe |                                       |

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#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California<br>County of <u>Merced</u> | )   |
|--|---|
| On 4/28/15                                     | before me, Sharon A. Farmer, Notary,      |
| Date   | Here Insert Name and Title of the Officer |
| personally appeared                            | Kandall C. Berge                          |
|  | Name(\$) of Signer(\$)                    |

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

|  |  | a                               |
|--|--|---------------------------------|
| Description of Attached Document & Reservation<br>Title or Type of Document: Conservation Con<br>Number of Pages: Signer(s) Other Than | + Simultanecus<br>htect Document<br>Named Above: | Prentry 1710 (142 Land<br>Date: |
| Capacity(ies) Claimed by Signer(s)   |  |                                 |
| Signer's Name:   | Signer's Name:                                   |                                 |
| Corporate Officer – Title(s):  |  |                                 |
| □ Partner — □ Limited □ General  | Partner – 🗆 Limited 🗌 General                    |                                 |
| □ Individual □ Attorney in Fact  | 🗆 Individual 🛛 🗌                                 | Attorney in Fact                |
| □ Trustee □ Guardian or Conservator  | □ Trustee □                                      | Guardian or Conservator         |
| □ Other:   | Other:   |                                 |
| Signer Is Representing:  |  |                                 |
| 5 · · · · · · · · · · · · · · · · · · ·  | 0  |                                 |

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(Page 1 of 2)

Lot Line Adjustment 2014-0122

# **Unadjusted Parcels**

Legal Description

## Parcel 1: (Fresno Farming LLC) (2004-0123099)

All that portion of the Northwest quarter of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, described as follows:

**BEGINNING** at the quarter corner common to Sections 3 and 10 above township and range; thence South 00°13' East along the quarter Section line, 1876.63 feet to the North line of the land described in Deed to E. K .Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records; thence North 89°55' West along said Pedler North line 1562.00 feet, thence North 26°00' West 762.16 feet; thence North 55°50'30" East 656.96 feet; thence North 39°12' East 248.38 feet; thence North 21°07' West 792.57 feet to a point on the South line of Oakdale-Sonora State Highway, thence along the South line of said State Highway, North 69°56'30" East 1467.50 feet; thence continuing along said State Highway and along a curve to the left having a radius of 1030 feet, central angle of 5°40' a distance of 101.87 feet; thence South 0°10'30" East along the quarter section line of Section 3, a distance of 654.98 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of said property which lies Northerly of the Southerly line of the land conveyed to the State of California by Deed recorded September 24, 1956, in Volume 1386 of Official Records, Page 225, Stanislaus County Records.

## Parcel 2: (Montpelier Farming Corp) (LLA 2014-0121)

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## **TOGETHER WITH:**

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 2710.61 feet to the southwest corner of said Parcel 11 and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 11, North 89°11'05" West, a distance of 15.82 feet;

thence North 00°22'21" East, a distance of 434.28 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along last said North line South 89°53'24" East, a distance of 7.50 feet to a point on said North-South centerline, being also a point on the West line of said Parcel 11;

thence along said North-South centerline South 00°25'42" East, a distance of 707.75 feet to the point of beginning.

(Page 2 of 2)

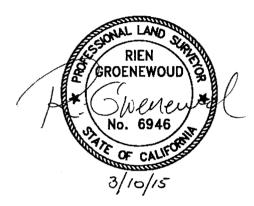
Lot Line Adjustment 2014-0122

## **Unadjusted Parcels**

Legal Description

## Parcel 3: (Montpelier Farming Corp) (56-PM-97)

Parcel 13, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.



(Page 1 of 4)

## Lot Line Adjustment 2014-0122

## **Resultant Parcel**

Legal Description

## Adjusted Parcel 1:

All that portion of the Northwest quarter of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, described as follows:

**BEGINNING** at the quarter corner common to Sections 3 and 10 above township and range; thence South 00°13' East along the quarter Section line, 1876.63 feet to the North line of the land described in Deed to E. K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records; thence North 89°55' West along said Pedler North line 1562.00 feet, thence North 26°00' West 762.16 feet; thence North 55°50'30" East 656.96 feet; thence North 39°12' East 248.38 feet; thence North 21°07' West 792.57 feet to a point on the South line of Oakdale-Sonora State Highway, thence along the South line of said State Highway, North 69°56'30" East 1467.50 feet; thence continuing along said State Highway and along a curve to the left having a radius of 1030 feet, central angle of 5°40' a distance of 101.87 feet; thence South 0°10'30" East along the quarter section line of Section 3, a distance of 654.98 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of said property which lies Northerly of the Southerly line of the land conveyed to the State of California by Deed recorded September 24, 1956, in Volume 1386 of Official Records, Page 225, Stanislaus County Records.

## ALSO EXCEPTING THEREFROM:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 3418.35 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along said North line North 89°53'24" West, a distance of 7.50 feet;

thence leaving said North line and proceeding North 00°02'15" East, a distance of 921.77 feet to a point on said North-South centerline, last said point hereby designated as Point "A";

thence along said North-South centerline South 00°25'42" East, a distance of 921.81 feet to the point of beginning.

## TOGETHER WITH:

**BEGINNING** at abovementioned Point "A";

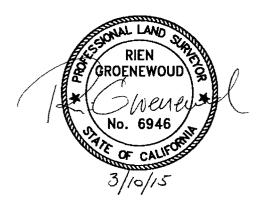
thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 708.15 feet to a point on the South line of the land described in Deed to State of California, recorded April 25, 1956 in Volume 1360 of Official Records, at Page 257, as Instrument No. 11519, Stanislaus County Records;

thence along said South line North 72°53'06" East, a distance of 6.03 feet;

(Page 2 of 4)

# Lot Line Adjustment 2014-0122

thence leaving said South line and proceeding South 00°02'15" West, a distance of 709.90 feet to the point of beginning.



(Page 3 of 4)

## Lot Line Adjustment 2014-0122

## **Resultant Parcel**

Legal Description

## Adjusted Parcel 2:

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 2710.61 feet to the southwest corner of said Parcel 11 and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 11, North 89°11'05" West, a distance of 15.82 feet;

thence North 00°22'21" East, a distance of 434.28 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on to the north line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along last said North line South 89°53'24" East, a distance of 7.50 feet to a point on said North-South centerline, being also a point on the West line of said Parcel 11;

thence along said North-South centerline South 00°25'42" East, a distance of 707.75 feet to the point of beginning.

## ALSO TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 3418.35 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County

Records and the **TRUE POINT OF BEGINNING** of this description; thence leaving said North-South centerline and proceeding along said North line North 89°53'24"

West, a distance of 7.50 feet;

thence leaving said North line and proceeding North 00°02'15" East, a distance of 609.35 feet to a point on the westerly extension of the North line of said Parcel 11;

thence along said westerly extension South 89°14'35" East, a distance of 2.54 feet to the northwest corner of said Parcel 11, being also a point on said North-South centerline:

thence along said North-South centerline South 00°25'42" East, a distance of 609.35 feet to the point of beginning.



(Page 4 of 4)

## Lot Line Adjustment 2014-0122

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 3**:

Parcel 13, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 4027.70 feet to the southwest corner of said Parcel 13 and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 13 North 89°14'35" West, a distance of 2.54 feet;

thence North 00°02'15" East, a distance of 312.42 feet to a point on said North-South centerline, last said point being hereby designated as Point "A";

thence along said North-South centerline South 00°25'42" East, a distance of 312.46 feet to the point of beginning.

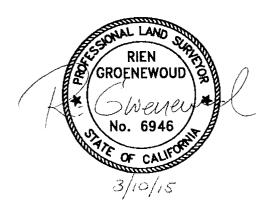
## **EXCEPTING THEREFROM:**

BEGINNING at abovementioned Point "A";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 708.15 feet to a point on the South line of the land described in Deed to State of California, recorded April 25, 1956 in Volume 1360 of Official Records, at Page 257, as Instrument No. 11519, Stanislaus County Records;

thence along said South line North 72°53'06" East, a distance of 6.03 feet;

thence leaving said South line and proceeding South 00°02'15" West, a distance of 709.90 feet to the point of beginning.



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

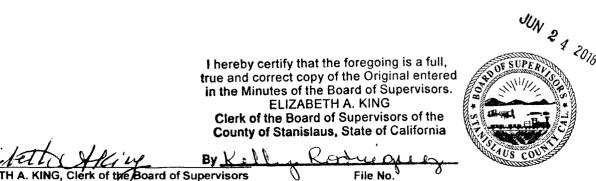
DEPT: Planning and Community Development BOARD AGENDA #: \*D-1

AGENDA DATE: June 7, 2016

## SUBJECT:

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

| BOARD ACTION AS FOLLOWS:                              | <b>No.</b> 2016-286                     |
|---|---|
| On motion of Supervisor Chiesa                        | , Seconded by Supervisor <u>Withrow</u> |
| and approved by the following vote                    | • |
| Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartin | i, 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:   |   |



# THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

| DEPT: Planning and Community Develop | oment | BOARD AGENDA #: _*D-1         |
|--------------------------------------|-------|-------------------------------|
| Urgent C Routine O                   | AF    | AGENDA DATE: June 7, 2016     |
|                                      |       | 4/5 Vote Required: Yes C No ⊙ |

#### SUBJECT:

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

#### STAFF RECOMMENDATIONS:

- 1. Pursuant to California Government Code Section 51257, determine that the following seven findings can be made based on the written evidence submitted by the applicant:
  - a. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcels for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than ten years, except as authorized under the County implementation of AB1265.
  - 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.

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

- 2. Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located east of Wamble Road, Between North Fogarty Road and State Route 108/120, east of the City of Oakdale.
- 3. Approve new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.
- 4. Authorize the Director of Planning and Community Development to execute new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.

## **DISCUSSION:**

··· '

This request involves five separate lot line adjustment applications to be processed simultaneously for approval of the desired final parcel configurations needed to correct property lines for existing access roads and fences. In total, there will be only 11 parcels involved in the five separate applications as some parcels are utilized multiple times. The parcels involved in the lot line adjustments are located east of Wamble Road, between North Fogarty Road and State Route 108/120, east of the City of Oakdale, in the unincorporated area of Stanislaus County. An area map of the 1,224 acre project site as presently sized, including the area covered by each of the lot line adjustment applications, is provided in Attachment 1. An overview of the lot line adjustment applications, include property owners, parcel sizes (existing and proposed), Williamson Act Contract information, and current development/use of the parcels is provided in Attachment 2. Attachments 3-7 provide before and after maps of each of the five proposed lot line adjustments.

The Williamson Act requires Board action to rescind and simultaneously enter into a new contract, or contracts, reflecting adjusted parcel configurations. Staff has reviewed all five lot line adjustment applications for compliance with the County's General Plan and all applicable zoning and Williamson Act criteria and determined that the applications meet the requirements for approval.

In total, 10 of the 11 parcels involved are enrolled in four separate contracts. However, if this lot line is approved, all 11 parcels will be enrolled in new contracts. This will encumber an additional 48.01 acres into the Williamson Act and bring the total number of acres covered under the Williamson Act to 1,224 acres.

Pursuant to California Government Code Section 51257, the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts, provided that the Board 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 ten years, except as authorized under the County's implementation of AB1265.

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

- 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 California Government Code Section 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.")

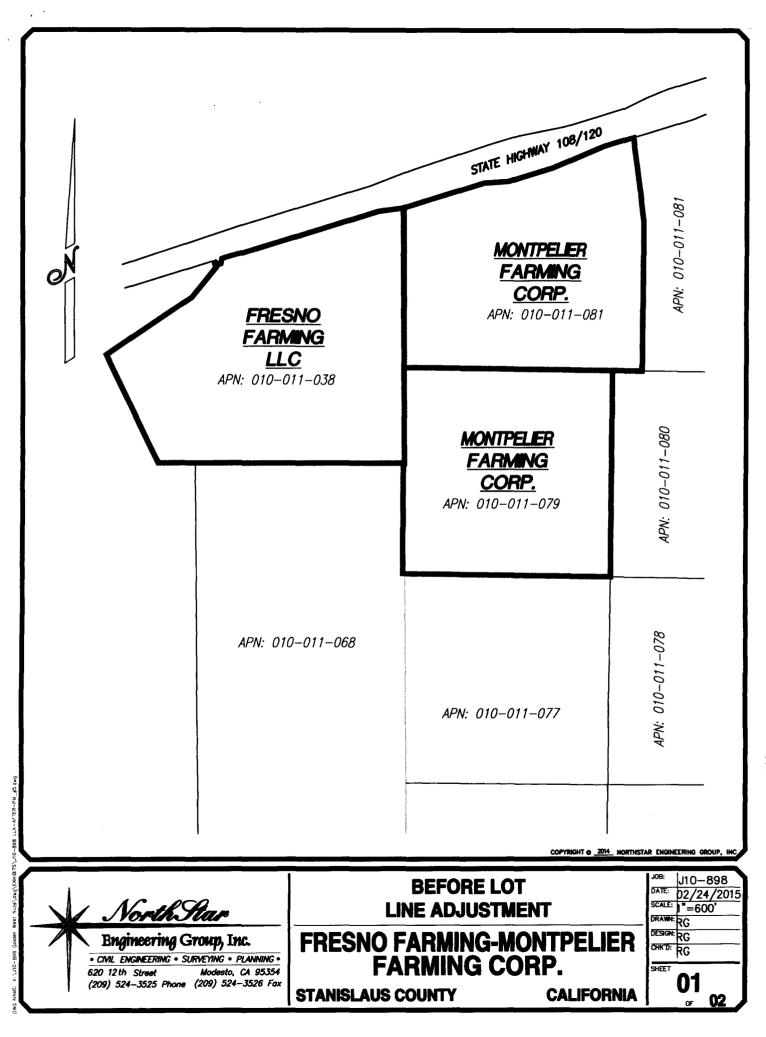
- 5. The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
- 6. The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
- 7. The lot line adjustment 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.

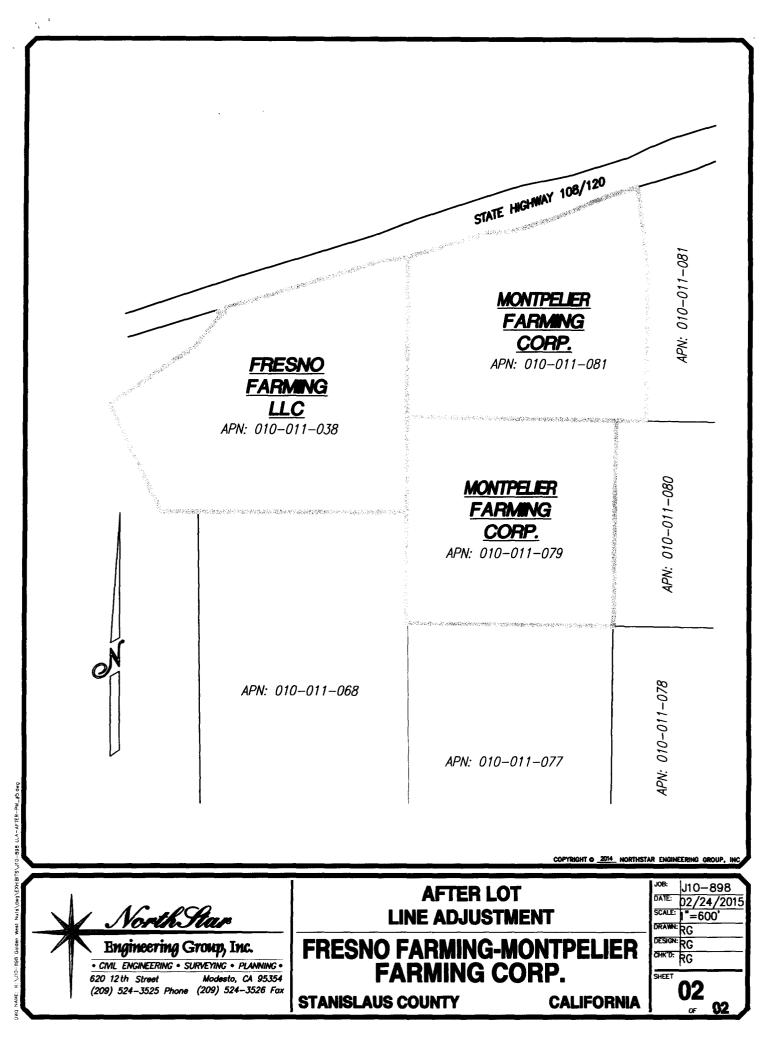
Staff believes that all the findings can be made as the proposed lot line adjustments will not increase the number of developable parcels, will not reduce the number of acres covered under contract, and will not compromise the continued agricultural use of the parcels.

New Williamson Act Contracts would typically come before the Board once a year, in December. Williamson Act Contracts for 2016 came before the Board on December 15, 2015; however, 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 all new contracts supersede all existing contracts, upon recording. As in the case with all Williamson Act Contracts in Stanislaus County, the new contracts will be subject to the provisions of AB1265.

## POLICY ISSUE:

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's policies specifically state that the County shall continue to administer lot





# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Stanislaus County Department of Planning and Community Development 1010 10<sup>th</sup> Street, Suite 3400 Modesto, CA 95354 Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC- 2016-0051388-00 Acet 121-Planning. Monday, JUL 11, 2016 13:55:20 Ttl Pd \$56.00 Rcpt # 0003836555 OGP/R2/1-14

Space Above This Line for Recorder's Use

#### CERTIFICATE OF LOT LINE ADJUSTMENT

This is to certify that, pursuant to California Government Code Section 66412 (d) and Sections 20.14 and 21.20.060E of the Stanislaus County Code, the Stanislaus County Director of Planning and Community Development on <u>February 23, 2015</u>, approved the lot line adjustment herein described submitted under the name of <u>Montpelier Farming Corp/Fresno Farming LLC</u>. Lot Line Adjustment No. <u>PLN2014-0122</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" and Exhibit "C", 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.

ANGELA FREITAS, DIRECTOR

By:

Joremy Ballard, Assistant Planner Stanislaus County Department of Planning and Community Development

0/29/10

Date

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

#### CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of  $\ni$ before me, Kimera Here Insert Name and Title of the Officer personally appeared 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/ber/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.



Description of Attached Document

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

#### **OPTIONAL** ·

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| •   | tle or Type of Document: Document Date: |                                | ment Date:              |  |
|---|---|--------------------------------|-------------------------|--|
|   |   | ner(s) Other Than Named Above: |                         |  |
| Capacity(ies) Claimed                           | d by Signer(s)                          |                                |                         |  |
| Signer's Name:                                  | -                                       | Signer's Name:                 |                         |  |
|   | Title(s):                               |                                | ficer — Title(s):       |  |
| 🗆 Partner — 🗌 Limite                            | d 🗌 General                             | 🗆 Partner – 🛛                  | Limited 🗌 General       |  |
| 🗆 Individual 🛛 🗆 🖊                              | Attorney in Fact                        | 🗌 Individual                   | Attorney in Fact        |  |
| □ Trustee □ 0                                   | Guardian or Conservator                 | Trustee                        | Guardian or Conservator |  |
| Other:  |   | Other:                         |                         |  |
| Signer Is Representing: Signer Is Representing: |   |                                |                         |  |
| · · · ·   |   |                                |                         |  |

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## GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY KIMERA L. HALL

COMMISSION NO. 2084258

,

DATE COMMISSION EXPIRES OCTOBER 29, 2018

PLACE OF EXECUTION STANISLAUS COUNTY

(Date) June 30, 2016

Jennifer Akin, Staff Services Tech Stanislaus County Department of Planning & Community Development

# LOT LINE NO. PLN2014-0122

OWNERS:

NAME SIGNATURE DATE SIGNED AT (Print or type) (All to be notarized) (City) 4/28/2015 Randall C. Boyce Living ston CA JAMES G. CRECELIUS 5-8-15 Osla SECURITY HOLDERS: SIGNATURE DATE SIGNED AT NAME (Print or type) (All to be notarized) (City) 8/25/15

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California<br>County of Merced | )   |
|---|---|
| on 4/28/15                              | before me, Sharow A. Farmer, Notary,      |
| Date                                    | Here Insert Name and Title of the Officer |
| personally appeared                     | Name(\$) of Signer(\$)                    |
|   | 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(jes), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

. . . . .

- OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of  |                          | 4 .               |                         |
|---|--------------------------|-------------------|-------------------------|
| Title or Type of  | Document: Lot Line Adyrs | tment Docu        | ment Date:              |
| Number of Pag   | es: Signer(s) Other Thar | Named Above: _    |                         |
| Capacity(ies) C   | laimed by Signer(s)      |                   |                         |
| Signer's Name:  |                          | Signer's Name:    |                         |
| Corporate Officer – Title(s): Corpo |                          | ficer — Title(s): |                         |
| □ Partner – □   | Limited General          | 🗆 Partner — 🗌     | Limited 🗌 General       |
| 🗆 Individual  | Attorney in Fact         | 🗆 Individual      | Attorney in Fact        |
| Trustee   | Guardian or Conservator  | Trustee           | Guardian or Conservator |
|   |                          | Other:            |                         |
|   |                          |                   | esenting:               |
| <u> </u>  |                          |                   |                         |

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# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| document.   |
|---|
| STATE OF CALIFORNIA }   |
| COUNTY OF STANISLANS  |
| On <u>5.8.15</u> before me, <u>E PEREZ VECA, NOTARY</u> RAUL Notary<br>Public,  |
| Date (here insert name and title of the officer)  |
| personally appeared JAMES G. CREEFLIUS  |
| 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.<br>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)<br>OPTIONAL  |
| Description of Attached Document  |
| Title or Type of Document: LOT LINE ADJUSTMENT Number of Pages:   |
| Document Date: Other:   |
|   |
| 2015 Apostille Service, 707-992-5551 www.CaliforniaApostille.us California Mobile Notary Network www.CAMNN.com  |

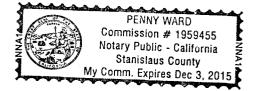
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Spinis PUNY (, NRI 21 before me , a notary public, On -Ken personally appeared onnsor-, 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/thoir authorized capacity(ies), and that by his/her/thoir 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 <



(Page 1 of 2)

## Lot Line Adjustment 2014-0122

# **Unadjusted Parcels**

Legal Description

## Parcel 1: (Fresno Farming LLC) (2004-0123099)

All that portion of the Northwest quarter of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, described as follows:

**BEGINNING** at the quarter corner common to Sections 3 and 10 above township and range; thence South 00°13' East along the quarter Section line, 1876.63 feet to the North line of the land described in Deed to E. K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records; thence North 89°55' West along said Pedler North line 1562.00 feet, thence North 26°00' West 762.16 feet; thence North 55°50'30" East 656.96 feet; thence North 39°12' East 248.38 feet; thence North 21°07' West 792.57 feet to a point on the South line of Oakdale-Sonora State Highway, thence along the South line of said State Highway, North 69°56'30" East 1467.50 feet; thence continuing along said State Highway and along a curve to the left having a radius of 1030 feet, central angle of 5°40' a distance of 101.87 feet; thence South 0°10'30" East along the quarter section line of Section 3, a distance of 654.98 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of said property which lies Northerly of the Southerly line of the land conveyed to the State of California by Deed recorded September 24, 1956, in Volume 1386 of Official Records, Page 225, Stanislaus County Records.

## Parcel 2: (Montpelier Farming Corp) (LLA 2014-0121)

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 2710.61 feet to the southwest corner of said Parcel 11 and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 11, North 89°11'05" West, a distance of 15.82 feet;

thence North 00°22'21" East, a distance of 434.28 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along last said North line South 89°53'24" East, a distance of 7.50 feet to a point on said North-South centerline, being also a point on the West line of said Parcel 11;

thence along said North-South centerline South 00°25'42" East, a distance of 707.75 feet to the point of beginning.

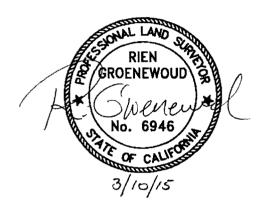
(Page 2 of 2)

## Lot Line Adjustment 2014-0122

## Unadjusted Parcels Legal Description

## Parcel 3: (Montpelier Farming Corp) (56-PM-97)

Parcel 13, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.



(Page 1 of 4)

Lot Line Adjustment 2014-0122

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 1:**

All that portion of the Northwest quarter of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, described as follows:

**BEGINNING** at the quarter corner common to Sections 3 and 10 above township and range; thence South 00°13' East along the quarter Section line, 1876.63 feet to the North line of the land described in Deed to E. K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records; thence North 89°55' West along said Pedler North line 1562.00 feet, thence North 26°00' West 762.16 feet; thence North 55°50'30" East 656.96 feet; thence North 39°12' East 248.38 feet; thence North 21°07' West 792.57 feet to a point on the South line of Oakdale-Sonora State Highway, thence along the South line of said State Highway, North 69°56'30" East 1467.50 feet; thence continuing along said State Highway and along a curve to the left having a radius of 1030 feet, central angle of 5°40' a distance of 101.87 feet; thence South 0°10'30" East along the quarter section line of Section 3, a distance of 654.98 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of said property which lies Northerly of the Southerly line of the land conveyed to the State of California by Deed recorded September 24, 1956, in Volume 1386 of Official Records, Page 225, Stanislaus County Records.

## ALSO EXCEPTING THEREFROM:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 3418.35 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along said North line North 89°53'24" West, a distance of 7.50 feet;

thence leaving said North line and proceeding North 00°02'15" East, a distance of 921.77 feet to a point on said North-South centerline, last said point hereby designated as Point "A";

thence along said North-South centerline South 00°25'42" East, a distance of 921.81 feet to the point of beginning.

## TOGETHER WITH:

**BEGINNING** at abovementioned Point "A";

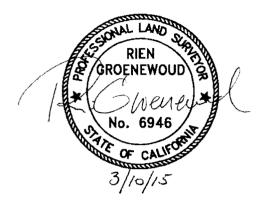
thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 708.15 feet to a point on the South line of the land described in Deed to State of California, recorded April 25, 1956 in Volume 1360 of Official Records, at Page 257, as Instrument No. 11519, Stanislaus County Records;

thence along said South line North 72°53'06" East, a distance of 6.03 feet;

(Page 2 of 4)

## Lot Line Adjustment 2014-0122

thence leaving said South line and proceeding South 00°02'15" West, a distance of 709.90 feet to the point of beginning.



(Page 3 of 4)

## Lot Line Adjustment 2014-0122

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 2:**

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 2710.61 feet to the southwest corner of said Parcel 11 and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 11, North 89°11'05" West, a distance of 15.82 feet;

thence North 00°22'21" East, a distance of 434.28 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on to the north line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along last said North line South 89°53'24" East, a distance of 7.50 feet to a point on said North-South centerline, being also a point on the West line of said Parcel 11;

thence along said North-South centerline South 00°25'42" East, a distance of 707.75 feet to the point of beginning.

## ALSO TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 3418.35 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County

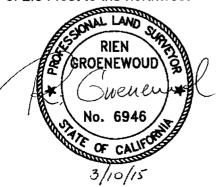
Records and the TRUE POINT OF BEGINNING of this description;

thence leaving said North-South centerline and proceeding along said North line North 89°53'24" West, a distance of 7.50 feet;

thence leaving said North line and proceeding North 00°02'15" East, a distance of 609.35 feet to a point on the westerly extension of the North line of said Parcel 11;

thence along said westerly extension South 89°14'35" East, a distance of 2.54 feet to the northwest corner of said Parcel 11, being also a point on said North-South centerline:

thence along said North-South centerline South 00°25'42" East, a distance of 609.35 feet to the point of beginning.



(Page 4 of 4)

## Lot Line Adjustment 2014-0122

# **Resultant Parcel**

Legal Description

## Adjusted Parcel 3:

Parcel 13, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 4027.70 feet to the southwest corner of said Parcel 13 and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 13 North 89°14'35" West, a distance of 2.54 feet;

thence North 00°02'15" East, a distance of 312.42 feet to a point on said North-South centerline, last said point being hereby designated as Point "A";

thence along said North-South centerline South 00°25'42" East, a distance of 312.46 feet to the point of beginning.

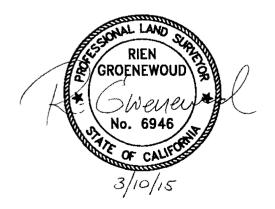
## **EXCEPTING THEREFROM:**

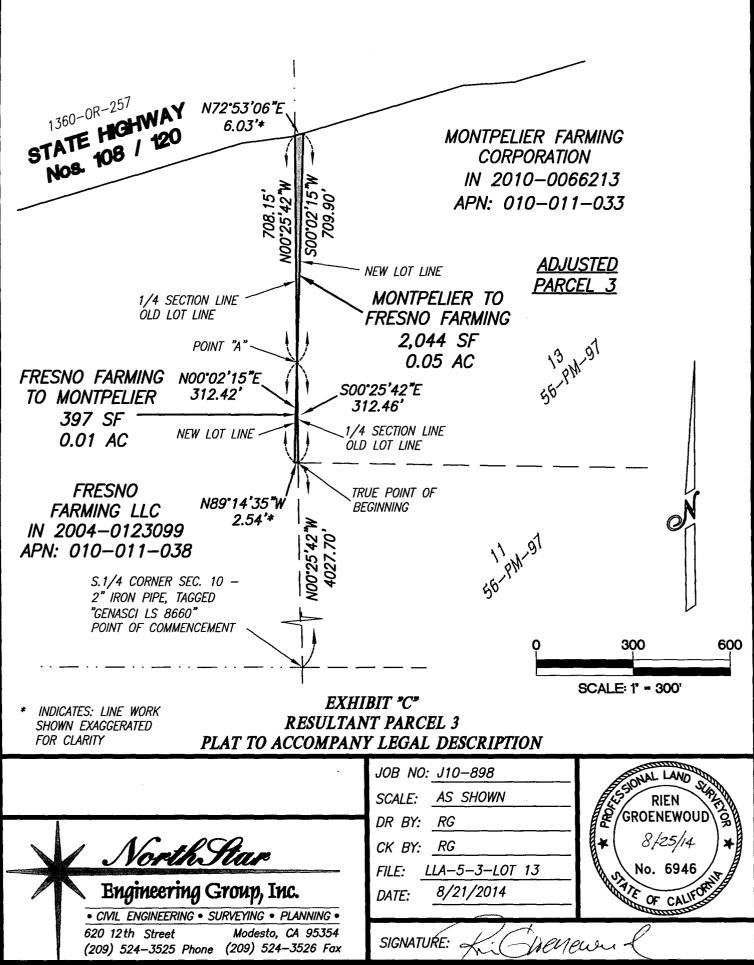
BEGINNING at abovementioned Point "A";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 708.15 feet to a point on the South line of the land described in Deed to State of California, recorded April 25, 1956 in Volume 1360 of Official Records, at Page 257, as Instrument No. 11519, Stanislaus County Records;

thence along said South line North 72°53'06" East, a distance of 6.03 feet;

thence leaving said South line and proceeding South 00°02'15" West, a distance of 709.90 feet to the point of beginning.





FOR ILLINTDATION

| RECORDING REQUESTED BY     |  |
|----------------------------|--|
| STANISLAUS COUNTY BOARD OF |  |
| SUPERVISORS                |  |

4

WHEN RECORDED RETURN TO STANISLAUS COUNTY DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT 1010 10<sup>TH</sup> STREET, SUITE 3400 MODESTO, CA 95354

## NOTICE OF RESCISSION AND SIMULTANEOUS RE-ENTRY INTO CALIFORNIA LAND CONSERVATION CONTRACT NO. <u>2016-19</u>

| THIS | Stanislaus, County Recorder<br>Lee Lundrigan Co Recorder Office<br>DOC- 2016-0051399-00<br>Acct 121-Planning. | - |
|------|---|---|
|      | Monday, JUL 11, 2016 15:44:42<br>Ttl Pd \$0.00 Rcpt # 0003836598<br>OGP/R2/1-47                               |   |

THIS NOTICE OF RESCISSION AND CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into <u>June 7, 2016</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:

#### MONTPELIER FARMING CORP

## 2208 BELSERA DRIVE

#### OAKDALE, CA 95361

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

| ASSESSORS<br>PARCEL NUMBER | ACREAGE | SITUS ADDRESS<br>(If none, please provide Legal Description) |
|----------------------------|---------|--|
| 010-011-069                | 42.04   | 0 HWY 120, Oakdale, CA 95361                                 |
| 010-011-070                | 40.78   | 0 HWY 120, Oakdale, CA 95361                                 |
| 010-011-071                | 44.59   | 0 HWY 120, Oakdale, CA 95361                                 |
| 010-011-075                | 58.45   | 0 HWY 120, Oakdale, CA 95361                                 |
| 010-011-076                | 40      | 0 HWY 120, Oakdale, CA 95361                                 |
| 010-011-077                | 40.77   | 0 HWY 120, Oakdale, CA 95361                                 |
| 010-011-079                | 40.25   | 0 HWY 120, Oakdale, CA 95361                                 |
| 010-011-081                | 43.62   | 0 HWY 120, Oakdale, CA 95361                                 |

Pursuant to Stanislaus County Board of Supervisors Resolution No. <u>2016-286</u>, relating to Lot Line Adjustment No. <u>PLN2013-0072</u>, 0073, 0074 & PLN2014-012, 0122 as authorized by Govt. Code § 51257, California Land Conservation Contract No. <u>1977-2759</u> which encumbered the parcel described in Exhibit A is 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.

1

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(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.

| OWNERS:                  | Λ  |  |                  |
|--------------------------|--|--|------------------|
| NAME<br>(Print or type)  | SIGNATURE<br>(All to/be/nptarized)   | DATE   | SIGNED AT (City) |
| Some G Gerelin           |  | 10-26-15   | Tuckel           |
| CEO, Montpe              | lier/Farming Cor   | ρ  |                  |
|                          |  |  |                  |
| SECURITY HOLDERS:        |  |  |                  |
| OWNERS:                  |  |  |                  |
| NAME<br>(Print or type)  | SIGNATURE<br>(All to be notarized)   | DATE   | SIGNED AT (City) |
| semite Land Bai          | nK Kom   | 10-26-15<br>ent                                    | Turleck          |
|                          |  |  |                  |
| EXHIBITS:                |  |  |                  |
| (B) Legal description of | Parcel covered under old contract<br>newly configured Parcel covered under r<br>s Action Item approving referenced resci | new contract<br>ssion and new contract             |                  |
| COUNTY: Stanislaus Coun  | ty   |  |                  |
| 78.201Lp                 |  | 1-   |                  |
| Dated                    | Cha  | airman, Board of Superv<br>gela Freitas for DICK I | visors           |

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

#### CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Stanislau before me, <u>Christine Michele Smith</u>, Notary Public Here Insert Name and Title of the Officer Vgele Freitas on July 8,2016 personally appeared 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 of Notary Public Signature of Notary

Place Notary Seal Above

**OPTIONAL** \*

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of Attached Document       Apple         Title or Type of Document:       WMS Ref (Hwy 120)       Document Date:       6-7-16         Number of Pages: |   |                                 |  |  |  |  |  |
|--|---|---------------------------------|--|--|--|--|--|
| Signer's Name:   | laimed by Signer(s)                             | Signer's Name:                  | ficer — Title(s):                        |  |  |  |  |
| Corporate Officer – Title(s):  |   | 🗋 Partner – 🔲 Limited 👘 General |  |  |  |  |  |
| Trustee  | ☐ Attorney in Fact<br>☐ Guardian or Conservator | Trustee                         | Attorney in Fact Guardian or Conservator |  |  |  |  |
| Other:Signer Is Representing:  |   | Other: Signer Is Representing:  |  |  |  |  |  |

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State of California County of Stanislaus

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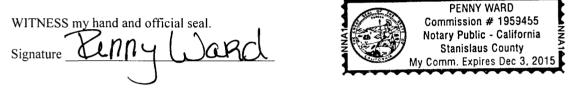
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On <u>October 26, 2015</u> before me, <u>Penny Ward</u>, a notary public, personally appeared <u>James G. Crecelius</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/shc/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.



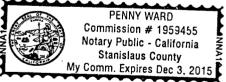
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Stanislaus

On <u>October 26, 2015</u> before me, <u>Penny Ward</u>, a notary public, personally appeared <u>Ken Johnson</u>, 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 d



Lot Line Adjustment 2013-0072

## **Unadjusted Parcels**

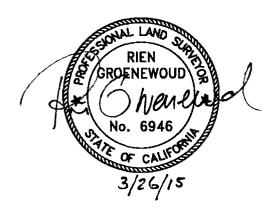
Legal Description

#### Parcel 1: (Sorenson) (patent 4006)

The northeast quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 2: (Montpelier Farming Corporation) (56-PM-97)

Parcel 1, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.



(Page 1 of 2)

#### Lot Line Adjustment 2013-0072

## **Resultant Parcel**

Legal Description

#### Adjusted Parcel 1:

The northeast quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

**TOGETHER WITH** that portion of the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, more particularly described as follows:

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15 of said Township and Range; thence along the South line of said Section 11 South 89°43'46" East, a distance of 2590.28 feet to the southwest corner of Parcel 1, as shown in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said South line and proceeding along the West line of said Parcel 1 North 00°22'21" West, a distance of 19.58 feet;

thence leaving said West line and proceeding South 89°41'59" East, a distance of 1086.21 feet; thence South 87°35'48" East, a distance of 280.46 feet to a point on the East line of said Parcel 1; thence along said East line South 00°22'21" East, a distance of 8.58 feet to the southeast corner of said Parcel 1, being also a point on said South line of Section 11;

thence along said South line North 89°43'46" West, a distance of 1366.36 feet to the point of beginning.

(Page 2 of 2)

#### Lot Line Adjustment 2013-0072

#### **Resultant Parcel**

Legal Description

#### Adjusted Parcel 2:

Lot 1, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### **EXCEPTING THEREFROM:**

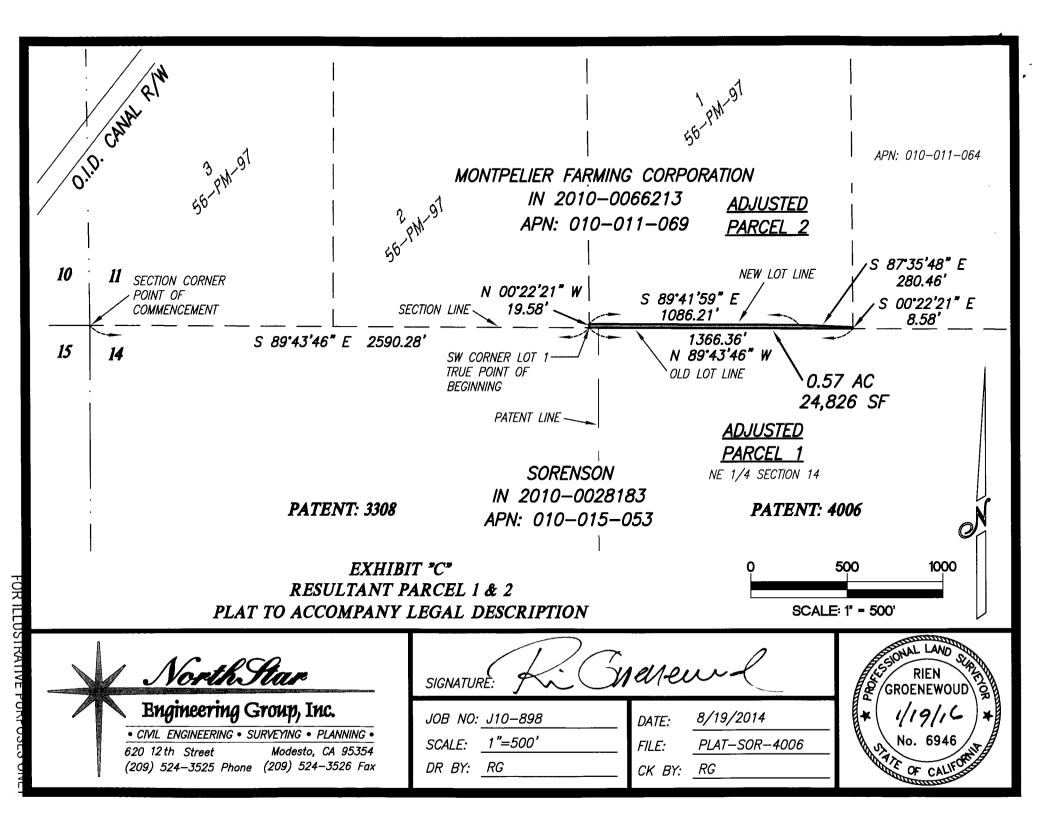
**COMMENCING** at the corner common to Sections 10, 11, 14 and 15 of said Township and Range; thence along the South line of said Section 11 South 89°43'46" East, a distance of 2590.28 feet to the southwest corner of Lot 1, as shown in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said South line and proceeding along the West line of said Lot 1 North 00°22'21" West, a distance of 19.58 feet;

thence leaving said West line and proceeding South 89°41'59" East, a distance of 1086.21 feet; thence South 87°35'48" East, a distance of 280.46 feet to a point on the East line of said Lot 1; thence along said East line South 00°22'21" East, a distance of 8.58 feet to the southeast corner of said Lot 1, being also a point on said South line of Section 11;

thence along said South line North 89°43'46" West, a distance of 1366.36 feet to the point of beginning.





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.

| 1             |   |
|---------------|---|
|               | SIGNED AT (City)  |
|               | 5-15 Terklock   |
| Farming Corp. |   |
| '             |   |
|               |   |
|               |   |
|               |   |
|               |   |
|               | SIGNED AT (City)  |
|               | -1× Turleich  |
| en Johnson    |   |
|               |   |
|               |   |
|               |   |
|               | URE DATE<br>notarized)<br>Farming Corp.<br>Farming Corp.<br>URE DATE<br>notarized)<br>DATE<br>10-20<br>2000000000000000000000000000000000 |

#### 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

Dated

Chairman, Board of Supervisors Angela Freitas for DICK MONTEITH A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Stanislaus

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On <u>October 26, 2015</u> before me, <u>Penny Ward</u>, a notary public, personally appeared <u>James G. Crecelius</u>, 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.



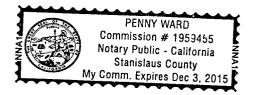
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Stanislaus

On <u>October 26, 2015</u> before me, <u>Penny Ward</u>, a notary public, personally appeared <u>Ken Johnson</u>, 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 (



Lot Line Adjustment 2013-0073

## **Unadjusted Parcels**

Legal Description

#### Parcel 1: (Sorenson) (patent 3308)

The northwest quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 2: (Sorenson) (portion patent 6149)

The East half of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### EXCEPTING THEREFROM:

1) All of the southeast quarter of the northeast quarter of said Section 15, lying South and West of the line of the Sierra Railway Company of California as granted to Thomas S. Bullock by Deed from A.S. Emery dated April 24, 1897 and recorded April 27, 1897 in Volume 60 of Deeds, Page 62.

2) All that portion of the northeast quarter of the northeast quarter of Section 15, above described which lies North and Westerly of the right of way of the canal of the Oakdale Irrigation District, as granted to Christina Lancaster and Mamie Lancaster Coffee by Deed from A. S. Emery dated January 27, 1912 and recorded April 25, 1912 in Volume 167 of Deeds, Page 361.

3) A strip of land 50 feet wide and 1182 feet long lying equally on each side of the center line of the Railroad of the Sierra Railway Company of California; where the same is located through the Northeast quarter of said Section 15 above described; commencing at a point on the center line of the said railroad where the said center line intersects the west boundary of said land, 632 feet North of the Southwest corner of the southeast quarter of the northeast quarter of Section 15; thence in a southeasterly direction 1182 feet to the South boundary of the said land, 375 feet West of the East quarter corner of Section 15.

#### Parcel 3: (Montpelier Farming Corporation) (56-PM-97)

Parcel 2, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 4: (Montpelier Farming Corporation) (56-PM-97)

Parcel 3, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Sections 10 and 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

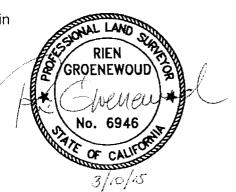


EXHIBIT A

(Page 1 of 4)

Lot Line Adjustment 2013-0073

#### **Resultant Parcel**

Legal Description

#### Adjusted Parcel 1:

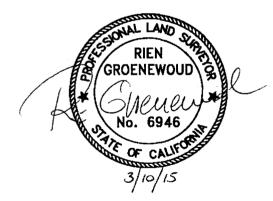
The northwest quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

**TOGETHER WITH** that portion of the southwest quarter of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, more particularly described as follows:

**BEGINNING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the West line of said Section 11 North 00°33'27" West, a distance of 21.14 feet; thence leaving said West line and proceeding South 89°41'41" East, a distance of 2590.37 feet to the East line of Parcel 2, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records;

thence along said East line South 00°22'21" East, a distance of 19.58 feet to the southeast corner of said Parcel 2, being also a point on the South line of said Section 11;

thence along said South line North 89°43'46" West, a distance of 2590.28 feet to the point of beginning.



(Page 2 of 4)

#### Lot Line Adjustment 2013-0073

#### **Resultant Parcel**

Legal Description

#### Adjusted Parcel 2:

The East half of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

Excepting therefrom:

1) All of the southeast quarter of the northeast quarter of said Section 15, lying South and West of the line of the Sierra Railway Company of California as granted to Thomas S. Bullock by Deed from A.S. Emery dated April 24, 1897 and recorded April 27, 1897 in Volume 60 of Deeds, Page 62.

2) All that portion of the northeast quarter of the northeast quarter of Section 15, above described which lies North and Westerly of the right of way of the canal of the Oakdale Irrigation District, as granted to Christina Lancaster and Mamie Lancaster Coffee by Deed from A. S. Emery dated January 27, 1912 and recorded April 25, 1912 in Volume 167 of Deeds, Page 361.

3) A strip of land 50 feet wide and 1182 feet long lying equally on each side of the center line of the Railroad of the Sierra Railway Company of California; where the same is located through the Northeast quarter of said Section 15 above described; commencing at a point on the center line of the said railroad where the said center line intersects the west boundary of said land, 632 feet North of the Southwest corner of the southeast quarter of the northeast quarter of Section 15; thence in a southeasterly direction 1182 feet to the South boundary of the said land 375 feet West of the East quarter corner of Section 15.

#### TOGETHER WITH:

**BEGINNING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 368.69 feet; thence leaving said South line and proceeding North 54°02'50" East, a distance of 40.56 feet; thence South 89°24'16" East, a distance of 335.67 feet to a point on the East line of said Section 10; thence along said East line South 00°33'27" East, a distance of 21.14 feet to the point of beginning.

#### ALSO EXCEPTING THEREFROM:

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the North line of said Section 15 North 89°52'22" West, a distance of 368.69 feet to the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North line and proceeding South 54°02'50" West, a distance of 65.82 feet;

thence North 86°29'47" West, a distance of 228.86 feet;

thence North 67°07'19" West, a distance of 65.38 feet to the point of intersection of the East line of the 100 foot wide Oakdale Irrigation District South Main Canal with said North line of Section 15; (thence along said North line, South 89°52'22" East, a distance of 341.94 feet to the point of beginning.



(Page 3 of 4)

#### Lot Line Adjustment 2013-0073

## **Resultant Parcel**

Legal Description

## Adjusted Parcel 3:

Parcel 3, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Sections 10 and 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### TOGETHER WITH:

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the North line of said Section 15 North 89°52'22" West, a distance of 368.69 feet to the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North line and proceeding South 54°02'50" West, a distance of 65.82 feet; thence North 86°29'47" West, a distance of 228.86 feet;

thence North 67°07'19" West, a distance of 65.38 feet to the point of intersection of the East line of the 100 foot wide Oakdale Irrigation District South Main Canal with said North line of Section 15; thence along said North line, South 89°52'22" East, a distance of 341.94 feet to the point of beginning.

#### **EXCEPTING THEREFROM:**

**BEGINNING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 368.69 feet; thence leaving said South line and proceeding North 54°02'50" East, a distance of 40.56 feet; thence South 89°24'16" East, a distance of 335.67 feet to a point on the common line between said Sections 10 and 11;

thence South 89°41'41" East, a distance of 1258.20 feet to a point on the East line of said Parcel 3; thence along said East line South 00°16'14" West, a distance of 20.38 feet to the southeast corner of said Parcel 3, being also a point on the South line of said Section 11;

thence along said South line North 89°43'46" West, a distance of 1257.89 feet to the point of beginning.



(Page 4 of 4)

#### Lot Line Adjustment 2013-0073

#### **Resultant Parcel**

Legal Description

#### Adjusted Parcel 4:

Parcel 2, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

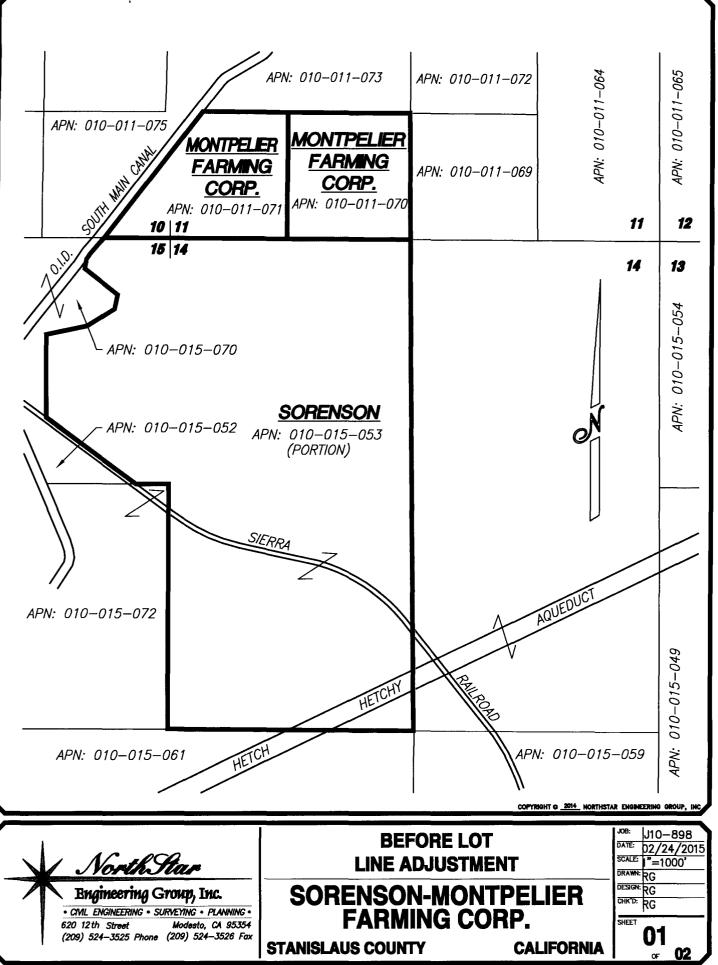
#### **EXCEPTING THEREFROM:**

Commencing at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 11 South 89°43'46" East, a distance of 1257.89 feet to the southwest corner of said Parcel 2 and the **TRUE POINT OF BEGINNING** of this description; thence leaving said South line and proceeding along the West line of said Parcel 2 North 00°16'14" East , a distance of 20.38 feet;

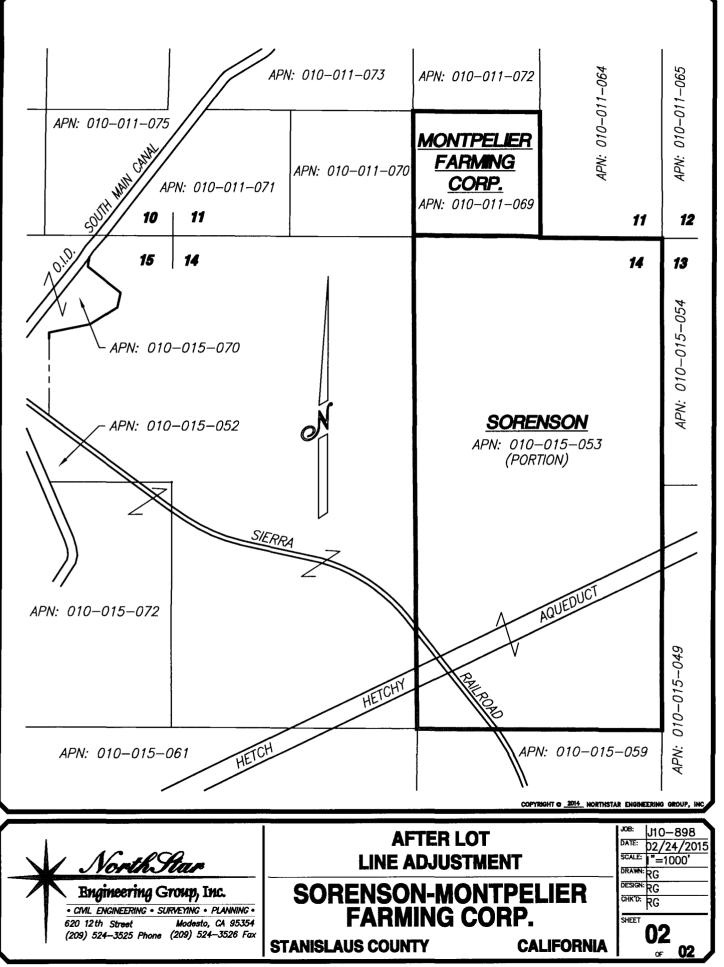
thence South 89°41'41" East, a distance of 1332.17 feet to a point on the East line of said Parcel 2; thence along said East line South 00°22'21" East, a distance of 19.58 feet to a point on said South line of Section 11;

thence along said South line North 89°43'46" West, a distance of 1332.39 feet to the point of beginning.





NAME: K:\JID-898 Golden West Nuts\dwg\E



#### 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 fave executed the within Contract the day and year first above written.

| OWNER(S) NAME<br>(print or type) | SIGN/TURE<br>(al/to be notarized)  | DATE   | SIGNED AT<br>(city) |
|----------------------------------|------------------------------------|--|---------------------|
| Jamos G Grecolius                | r Farming (                        | 10-26-15                                     | Turboch             |
| CEO, Montpelie                   | rifarmina                          | Corp   |                     |
|                                  | J                                  |  |                     |
|                                  | ····                               |  |                     |
| <u> </u>                         |                                    | ······································       |                     |
|                                  |                                    | u, da na |                     |
| SECURITY HOLDERS:                |                                    |  |                     |
| NAME<br>(print or type)          | SIGNATURE<br>(all to be notarized) | DATE   | SIGNED AT<br>(city) |
| Ken Johnson                      | Ungen                              | 10-26-11-                                    | Turlock             |
| Vosemite Land Bant               | K SOR. Under these                 | dent-  |                     |
|                                  |                                    |  |                     |

#### 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

Dated

Chairman, Board of Supervisors Angela Freitas for DICK MONTEITH

I:Planning\Lot Lines and Mergers\WILLIAMSON ACT CONTRACTS\2014\WAC LLA PLN2014-0121 - MONTPELIER FARMING CORP.- BURCHELL NURSERY, INC\LLA PLN2014-0121 & RE RE WAC - MONTPELIER FARMING CORP.-BURCHELL NURSERY, INC.wpd

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Stanislaus

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On <u>October 26, 2015</u> before me, <u>Penny Ward</u>, a notary public, personally appeared <u>James G. Crecelius</u>, 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/sbe/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.



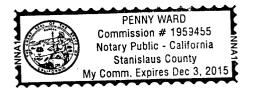
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State of California County of Stanislaus

On <u>October 26, 2015</u> before me, <u>Penny Ward</u>, a notary public, personally appeared <u>Ken Johnson</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/<del>are</del> subscribed to the within instrument and acknowledged to me that he/s<del>he/the</del>y executed the same in his/h<del>er/their</del> authorized capacity(ies), and that by his/h<del>or/their</del> 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 C



Lot Line Adjustment 2014-0121

# **Unadjusted Parcels**

Legal Description

#### Parcel 1: (Montpelier Farming Corporation) (56-PM-97)

Parcel 8, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 2: (Montpelier Farming Corporation) (56-PM-97)

Parcel 9, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

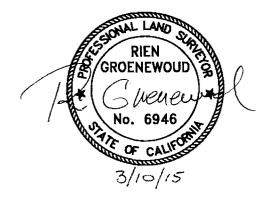
#### Parcel 3: (Montpelier Farming Corporation) (56-PM-97)

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 4: (Burchell Nursery)

The East half of the West half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian.

Also excepting all that portion of said Section 10 lying north of the south line of Parcel 4 of Volume 910, Page 532 of Official Records recorded on October 31, 1947, Stanislaus County Records.



(Page 2 of 4)

#### Lot Line Adjustment 2014-0121

## **Resultant Parcel**

#### Legal Description

#### Adjusted Parcel 2:

Parcel 9, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 1367.81 feet to the southwest corner of said Parcel 9 and the **TRUE POINT OF BEGINNING** of this description;

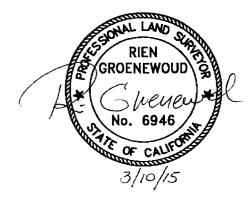
thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 9, North 89°26'43" West, a distance of 32.33 feet;

thence North 01°09'07" West, a distance of 84.91 feet;

thence North 00°22'21" East, a distance of 1257.80 feet to a point on the Westerly extension of the North line of said Parcel 9;

thence along last said westerly extension South 89°11'05" East, a distance of 15.82 feet to the northwest corner of said Parcel 9;

thence along the West line of said Parcel 9, being also along said North-South centerline, South 00°25'42" East, a distance of 1342.80 feet to the point of beginning.



(Page 4 of 4)

#### Lot Line Adjustment 2014-0121

#### **Resultant Parcel**

Legal Description

#### **Adjusted Parcel 4:**

The East half of the West half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian.

EXCEPTING THEREFROM all that portion of said Section 10 lying north of the south line of Parcel 4 of Volume 910, Page 532 of Official Records recorded on October 31, 1947, Stanislaus County Records.

#### ALSO EXCEPTING THEREFROM:

**BEGINNING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the South line of said Section 10 North 89°52'22" West, a distance of 26.71 feet; thence leaving said South line and proceeding North 00°15'18" West, a distance of 744.87 feet thence North 01°09'07" West, a distance of 708.20 feet;

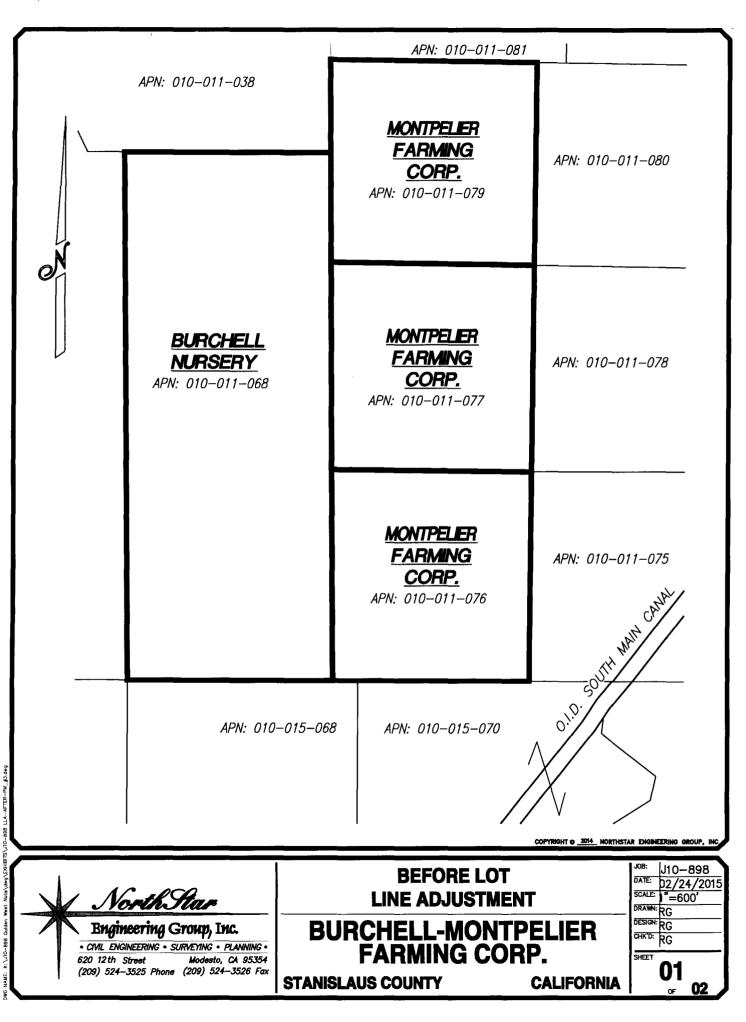
thence North 00°22'21" East, a distance of 1692.08 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

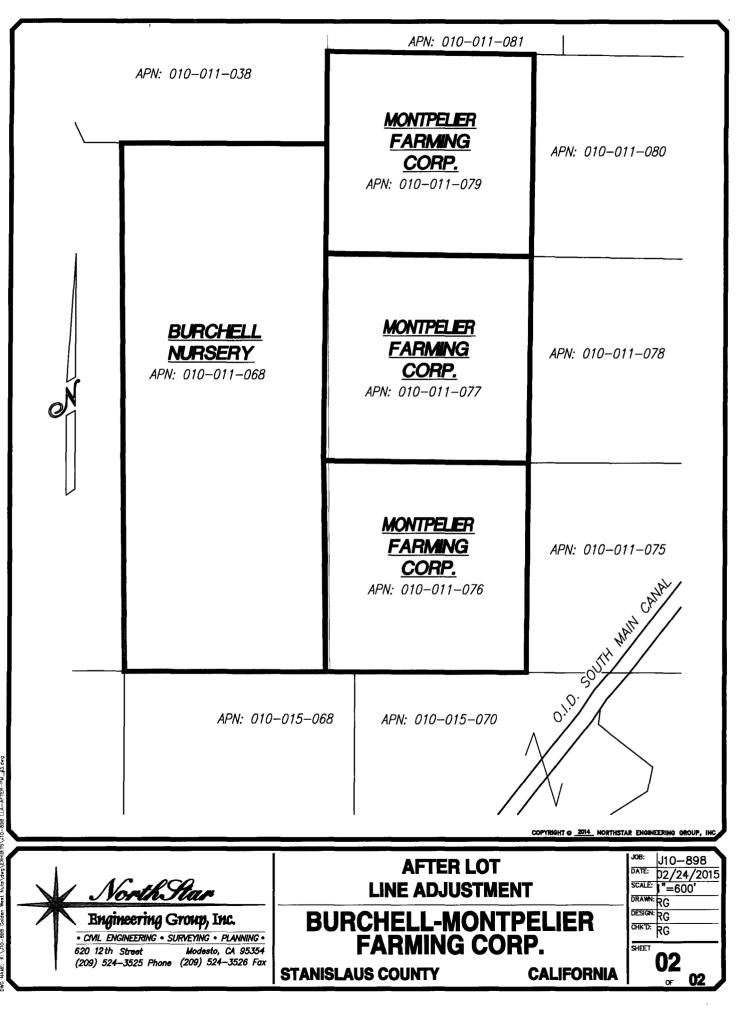
thence along said North line South 89°53'24" East, a distance of 7.50 feet to a point on the East line of said West half;

thence along said East line South 00°25'42" East, a distance of 3418.35 feet to the point of beginning.





FOR ILLUSTRATIVE PURPOSES ONLY



FOR ILLUSTRATIVE PURPOSES ONLY

# 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.

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| IN WITNESS WHEREOF, the parties  | s hereto have executed the wi         | ithin Contract the day ar | d year first above written. |
|----------------------------------|---------------------------------------|---------------------------|-----------------------------|
| OWNER(S) NAME<br>(print or type) | SIGNATURE<br>(all to be notarized)    | DATE                      | SIGNED AT<br>(city)         |
| JAmes GClecchins                 | V X                                   | 10-26-15                  | TUNSCH                      |
| CEO, Montpelie                   | er Farming C                          |                           |                             |
|                                  |                                       |                           |                             |
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| (P)                              |                                       |                           |                             |
|                                  |                                       |                           |                             |
| SECURITY HOLDERS:                |                                       |                           |                             |
| NAME                             | SIGNATURE                             | DATE                      | SIGNED AT                   |
| (print or type)                  | (all to be notarized)                 |                           | (city)                      |
| Yosemite Land Bunk               | la~                                   | 10-20 IF                  | TIRACK                      |
| R/'                              | Kenschnson                            | ident                     |                             |
| Ψι.,                             | SR. UCLE VIED                         |                           |                             |
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EXHIBITS:

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- (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

Dated

Chairman, Board of Supervisors Angela Freitas for DICK MONTEITH

t:\Planning\Lot Lines and Mergers\WILLIAMSON ACT CONTRACTS\2013\WAC LLA PLN2013-0074 - MONTPELIER FARMING CORP - SUNDANCE DEVELOPMENT\LLA PLN2013-0074 & RE RE WAC - MONTPELIER FARMING CORP.-SUNDANCE DEVELOPMENT.wpd A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Stanislaus

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On <u>October 26, 2015</u> before me, <u>Penny Ward</u>, a notary public, personally appeared <u>James G. Crecelius</u>, 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.



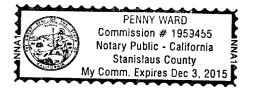
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Stanislaus

On <u>October 26, 2015</u> before me, <u>Penny Ward</u>, a notary public, personally appeared <u>Ken Johnson</u>, 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 **(** 



Lot Line Adjustment 2013-0074

#### **Unadjusted Parcels**

Legal Description

#### Parcel 1: (Sundance) (LLA-98-08)

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The West half of the northeast quarter and all that portion of the northeast quarter of the northeast quarter of said Section 15 lying North and Westerly of the right-of-way of the canal of the Oakdale Irrigation District, as conveyed by deed recorded February 28, 1912 in volume 87 of deeds, at page 307.

#### **EXCEPTING THEREFROM:**

The Westerly 161.59 feet of the Northeast quarter of said Section 15 (said Easterly line of Westerly 161.59 feet being measured at right angles to and parallel with the North/South quarter section line of said Section 15).

#### ALSO EXCEPTING THEREFROM:

The following described property conveyed to Edmund A. Rosasco by deed recorded June 11, 1941 in Volume 736 of Official Records, at page 242:

BEING all that portion of the southeast quarter of the northwest quarter and southwest quarter of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, which lies south of the Sierra Railroad, as said railroad existed June 11, 1941.

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

#### Parcel 2: (Montpelier Farming Corporation) (56-PM-97)

Parcel 7, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 3: (Montpelier Farming Corporation) (LLA 2014-0121)

Parcel 8, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### TOGETHER WITH:

**BEGINNING** at the southwest corner of said Parcel 8, said corner being also the South quarter corner of said Section 10 and being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the South line of said Section 10 North 89°52'22" West, a distance of 26.71 feet; thence leaving said South line and proceeding North 00°15'18" West, a distance of 744.87 feet; thence North 01°09'07" West, a distance of 623.28 feet to a point on the westerly extension of the North line of said Parcel 8;

thence along said westerly extension South 89°26'43" East, a distance of 32.33 feet to the northwest corner of said Parcel 8;

thence along the West line of said Parcel 8 South 00°25'42" East, a distance of 1367.81 feet to the point of beginning.

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K:\J10-898 Golden West Nuts\Dwg\LLA\LLA After PM\LLA #3\LLA #3 Sundance - legal desc v2.doc

(Page 1 of 3)

#### Lot Line Adjustment 2013-0074

## **Resultant Parcel**

Legal Description

#### Adjusted Parcel 1:

The West half of the northeast quarter and all that portion of the northeast quarter of the northeast quarter of said Section 15 lying North and Westerly of the right-of-way of the canal of the Oakdale Irrigation District, as conveyed by deed recorded February 28, 1912 in volume 87 of deeds, at page 307.

#### TOGETHER WITH:

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 837.04 feet to the West line of the 100-foot wide Oakdale Irrigation District South Main Canal and the **TRUE POINT OF BEGINNING** of this description;

thence continuing along said South line North 89°52'22" West, a distance of 1649.30 feet; thence leaving said South line and proceeding North 00°26'36" East, a distance of 35.59 feet; thence South 89°37'39" East, a distance of 1105.82 feet;

thence South 89°33'24" East, a distance of 564.75 feet to said West line of the 100-foot wide South Main Canal;

thence along said West line South 37°50'07" West, a distance of 35.06 feet to the point of beginning.

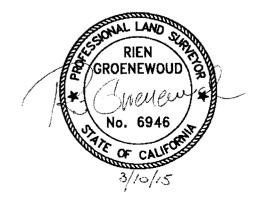
#### **EXCEPTING THEREFROM:**

The Westerly 161.59 feet of the Northeast quarter of said Section 15 (said Easterly line of Westerly 161.59 feet being measured at right angles to and parallel with the North/South quarter section line of said Section 15).

#### ALSO EXCEPTING THEREFROM:

The following described property conveyed to Edmund A. Rosasco by deed recorded June 11, 1941 in Volume 736 of Official Records, at page 242:

BEING all that portion of the southeast quarter of the northwest quarter and southwest quarter of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, which lies south of the Sierra Railroad, as said railroad existed June 11, 1941.



(Page 2 of 3)

#### Lot Line Adjustment 2013-0074

## **Resultant Parcel**

Legal Description

#### Adjusted Parcel 2:

Parcel 7, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### **EXCEPTING THEREFROM:**

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 837.04 feet to the West line of the 100-foot wide Oakdale Irrigation District South Main Canal and the **TRUE POINT OF BEGINNING** of this description;

thence continuing along said South line North 89°52'22" West, a distance of 543.50 feet to a point on the West line of said Parcel 7;

thence leaving said South line and proceeding along said West line North 00°30'42" East, a distance of 30.86 feet;

thence South 89°33'24" East, a distance of 564.75 feet to said West line of the 100-foot wide South Main Canal;

thence along said West line South 37°50'07" West, a distance of 35.06 feet to the point of beginning.



(Page 3 of 3)

#### Lot Line Adjustment 2013-0074

## **Resultant Parcel**

Legal Description

#### **Adjusted Parcel 3:**

Parcel 8, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### **TOGETHER WITH:**

**BEGINNING** at the southwest corner of said Parcel 8, said corner being also the South quarter corner of said Section 10 and being marked with a 2" iron pipe, tagged "Genasci LS 8660";

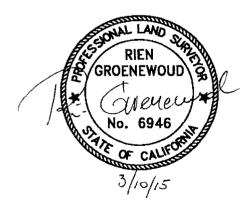
thence along the South line of said Section 10 North 89°52'22" West, a distance of 26.71 feet; thence leaving said South line and proceeding North 00°15'18" West, a distance of 744.87 feet; thence North 01°09'07" West, a distance of 623.28 feet to a point on the westerly extension of the North line of said Parcel 8;

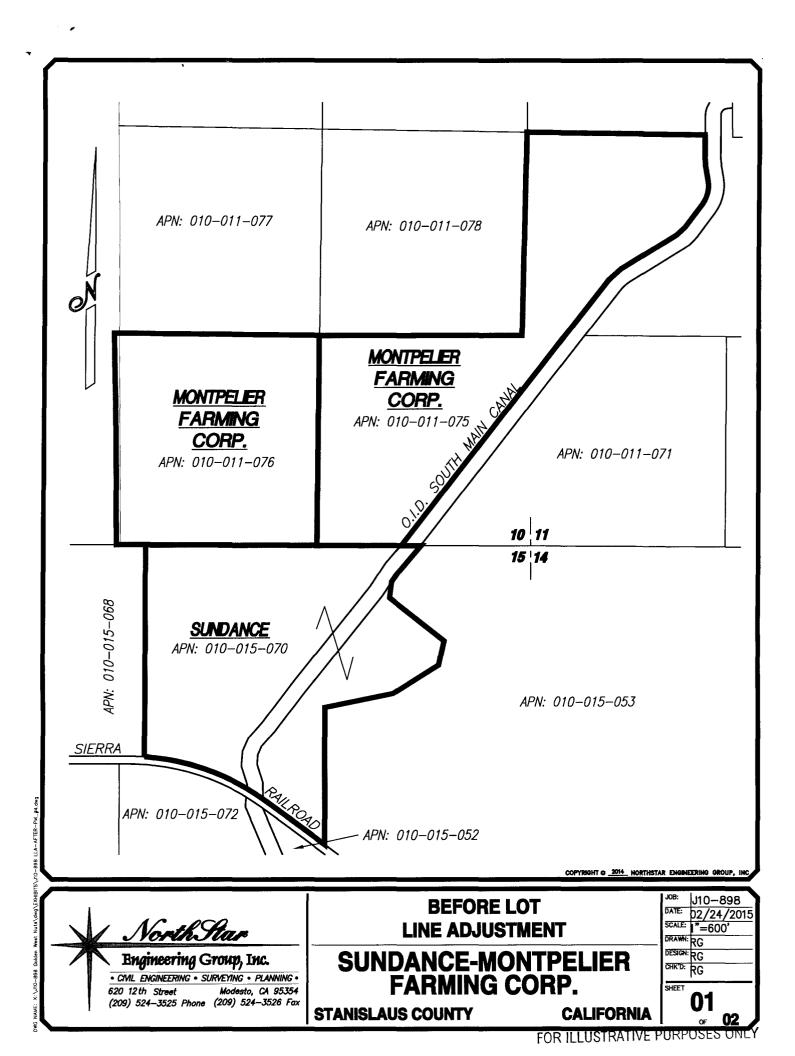
thence along said westerly extension South 89°26'43" East, a distance of 32.33 feet to the northwest corner of said Parcel 8;

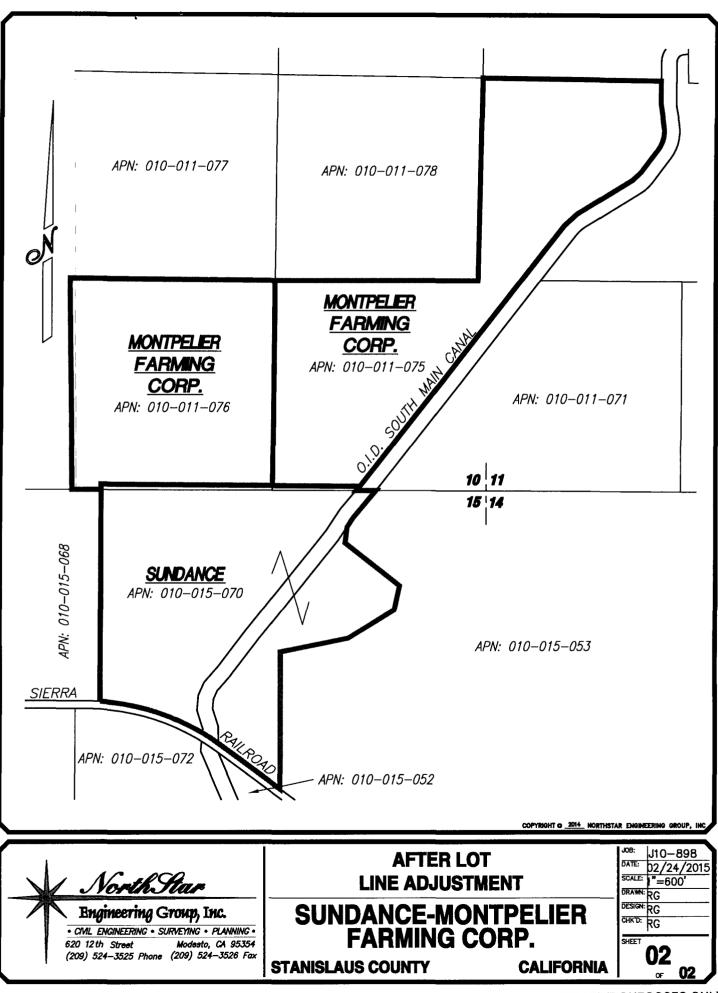
thence along the West line of said Parcel 8 South 00°25'42" East, a distance of 1367.81 feet to the point of beginning.

#### **EXCEPTING THEREFROM:**

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 1380.54 feet to the southeast corner of said Parcel 8 and the **TRUE POINT OF BEGINNING** of this description; thence continuing along said South line North 89°52'22" West, a distance of 1105.80 feet; thence leaving said South line and proceeding North 00°26'36" East, a distance of 35.59 feet; thence South 89°37'39" East, a distance of 1105.82 feet to a point on the East line of said Parcel 8; thence along said East line South 00°30'42" West, a distance of 30.86 feet to the point of beginning.







FOR ILLUSTRATIVE PURPOSES ONLY

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                     |  | DATE                 | SIGNED AT           |
|-----------------------------------|--|----------------------|---------------------|
| (print or type)<br>Janos Clevenus | (all/to be notarized)                  | 10-16-15             | (city)<br>Turlall   |
| CED, Montpeli                     | er Farming                             | Corp                 |                     |
| •                                 | <u> </u>                               | ·····                |                     |
|                                   | ······································ |                      |                     |
|                                   |  |                      |                     |
| SECURITY HOLDERS:                 |  |                      |                     |
| NAME<br>(print or type)           | SIGNATURE<br>(all to be notarized)     | DATE                 | SIGNED AT<br>(city) |
| Yosemite Land Bay                 | 1K Kagan                               | 10-26-17<br>Devel 0+ | TURBOCK             |
|                                   | y. Stept Johnson                       | Sudent               |                     |
|                                   |  |                      |                     |
|                                   |  |                      | ,                   |
|                                   |  |                      |                     |
|                                   | <u></u>                                |                      |                     |

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

Dated

Chairman, Board of Supervisors Angela Freitas for DICK MONTEITH

I:Planning\Lot Lines and Mergers\WILLIAMSON ACT CONTRACTS\2014\WAC LLA PLN2014-0122 - MONTPELIER FARMING CORP-FRESNO FARMING LLC\LLA PLN2014-0122 & RE RE WAC - MONTPELIER FARMING CORP-FRESNO FARMING LLC.wpd

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Stanislaus )

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On <u>October 26, 2015</u> before me, <u>Penny Ward</u>, a notary public, personally appeared <u>James G. Crecelius</u>, 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.



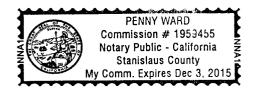
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State of California County of Stanislaus

On <u>October 26, 2015</u> before me, <u>Penny Ward</u>, a notary public, personally appeared <u>Ken Johnson</u>, 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



(Page 1 of 2)

#### Lot Line Adjustment 2014-0122

#### **Unadjusted Parcels**

Legal Description

#### Parcel 1: (Fresno Farming LLC) (2004-0123099)

All that portion of the Northwest quarter of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, described as follows:

**BEGINNING** at the quarter corner common to Sections 3 and 10 above township and range; thence South 00°13' East along the quarter Section line, 1876.63 feet to the North line of the land described in Deed to E. K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records; thence North 89°55' West along said Pedler North line 1562.00 feet, thence North 26°00' West 762.16 feet; thence North 55°50'30" East 656.96 feet; thence North 39°12' East 248.38 feet; thence North 21°07' West 792.57 feet to a point on the South line of Oakdale-Sonora State Highway, thence along the South line of said State Highway, North 69°56'30" East 1467.50 feet; thence continuing along said State Highway and along a curve to the left having a radius of 1030 feet, central angle of 5°40' a distance of 101.87 feet; thence South 0°10'30" East along the quarter section line of Section 3, a distance of 654.98 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of said property which lies Northerly of the Southerly line of the land conveyed to the State of California by Deed recorded September 24, 1956, in Volume 1386 of Official Records, Page 225, Stanislaus County Records.

#### Parcel 2: (Montpelier Farming Corp) (LLA 2014-0121)

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### **TOGETHER WITH:**

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 2710.61 feet to the southwest corner of said Parcel 11 and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 11, North 89°11'05" West, a distance of 15.82 feet;

thence North 00°22'21" East, a distance of 434.28 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along last said North line South 89°53'24" East, a distance of 7.50 feet to a point on said North-South centerline, being also a point on the West line of said Parcel 11;

thence along said North-South centerline South 00°25'42" East, a distance of 707.75 feet to the point of beginning.

(Page 2 of 2)

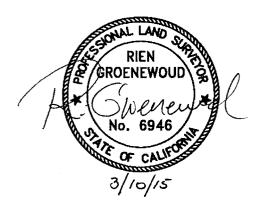
Lot Line Adjustment 2014-0122

**Unadjusted Parcels** 

Legal Description

#### Parcel 3: (Montpelier Farming Corp) (56-PM-97)

Parcel 13, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.



(Page 1 of 4)

#### Lot Line Adjustment 2014-0122

#### **Resultant Parcel**

Legal Description

#### Adjusted Parcel 1:

All that portion of the Northwest quarter of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, described as follows:

**BEGINNING** at the quarter corner common to Sections 3 and 10 above township and range; thence South 00°13' East along the quarter Section line, 1876.63 feet to the North line of the land described in Deed to E. K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records; thence North 89°55' West along said Pedler North line 1562.00 feet, thence North 26°00' West 762.16 feet; thence North 55°50'30" East 656.96 feet; thence North 39°12' East 248.38 feet; thence North 21°07' West 792.57 feet to a point on the South line of Oakdale-Sonora State Highway, thence along the South line of said State Highway, North 69°56'30" East 1467.50 feet; thence continuing along said State Highway and along a curve to the left having a radius of 1030 feet, central angle of 5°40' a distance of 101.87 feet; thence South 0°10'30" East along the quarter section line of Section 3, a distance of 654.98 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of said property which lies Northerly of the Southerly line of the land conveyed to the State of California by Deed recorded September 24, 1956, in Volume 1386 of Official Records, Page 225, Stanislaus County Records.

#### ALSO EXCEPTING THEREFROM:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 3418.35 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along said North line North 89°53'24" West, a distance of 7.50 feet;

thence leaving said North line and proceeding North 00°02'15" East, a distance of 921.77 feet to a point on said North-South centerline, last said point hereby designated as Point "A";

thence along said North-South centerline South 00°25'42" East, a distance of 921.81 feet to the point of beginning.

#### **TOGETHER WITH:**

**BEGINNING** at abovementioned Point "A";

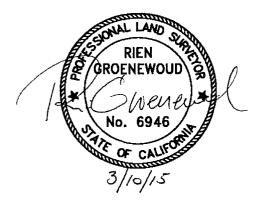
thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 708.15 feet to a point on the South line of the land described in Deed to State of California, recorded April 25, 1956 in Volume 1360 of Official Records, at Page 257, as Instrument No. 11519, Stanislaus County Records;

thence along said South line North 72°53'06" East, a distance of 6.03 feet;

(Page 2 of 4)

# Lot Line Adjustment 2014-0122

thence leaving said South line and proceeding South 00°02'15" West, a distance of 709.90 feet to the point of beginning.



(Page 3 of 4)

### Lot Line Adjustment 2014-0122

# **Resultant Parcel**

Legal Description

## Adjusted Parcel 2:

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 2710.61 feet to the southwest corner of said Parcel 11 and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 11, North 89°11'05" West, a distance of 15.82 feet;

thence North 00°22'21" East, a distance of 434.28 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on to the north line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along last said North line South 89°53'24" East, a distance of 7.50 feet to a point on said North-South centerline, being also a point on the West line of said Parcel 11;

thence along said North-South centerline South 00°25'42" East, a distance of 707.75 feet to the point of beginning.

## ALSO TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 3418.35 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along said North line North 89°53'24" West, a distance of 7.50 feet;

thence leaving said North line and proceeding North 00°02'15" East, a distance of 609.35 feet to a point on the westerly extension of the North line of said Parcel 11;

thence along said westerly extension South 89°14'35" East, a distance of 2.54 feet to the northwest corner of said Parcel 11, being also a point on said North-South centerline:

thence along said North-South centerline South 00°25'42" East, a distance of 609.35 feet to the point of beginning.



(Page 4 of 4)

Lot Line Adjustment 2014-0122

# **Resultant Parcel**

Legal Description

## **Adjusted Parcel 3**:

Parcel 13, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### **TOGETHER WITH:**

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 4027.70 feet to the southwest corner of said Parcel 13 and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 13 North 89°14'35" West, a distance of 2.54 feet;

thence North 00°02'15" East, a distance of 312.42 feet to a point on said North-South centerline, last said point being hereby designated as Point "A";

thence along said North-South centerline South 00°25'42" East, a distance of 312.46 feet to the point of beginning.

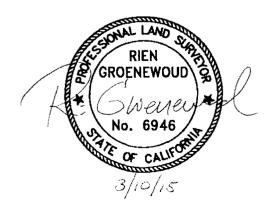
## **EXCEPTING THEREFROM:**

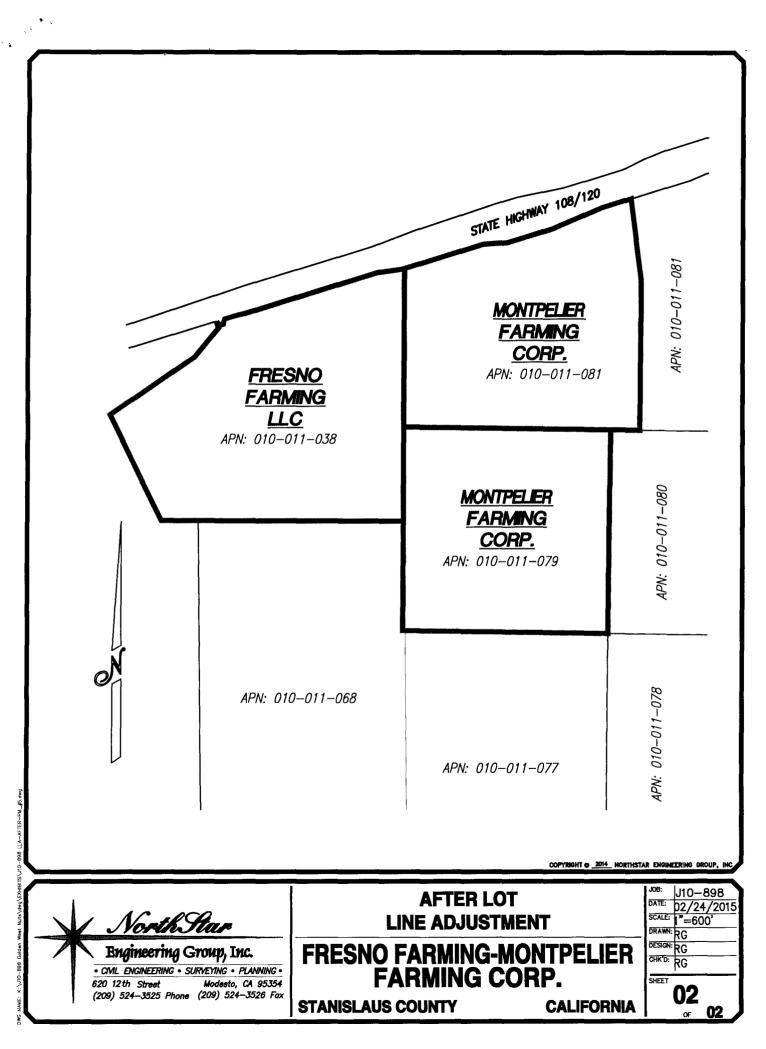
BEGINNING at abovementioned Point "A";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 708.15 feet to a point on the South line of the land described in Deed to State of California, recorded April 25, 1956 in Volume 1360 of Official Records, at Page 257, as Instrument No. 11519, Stanislaus County Records;

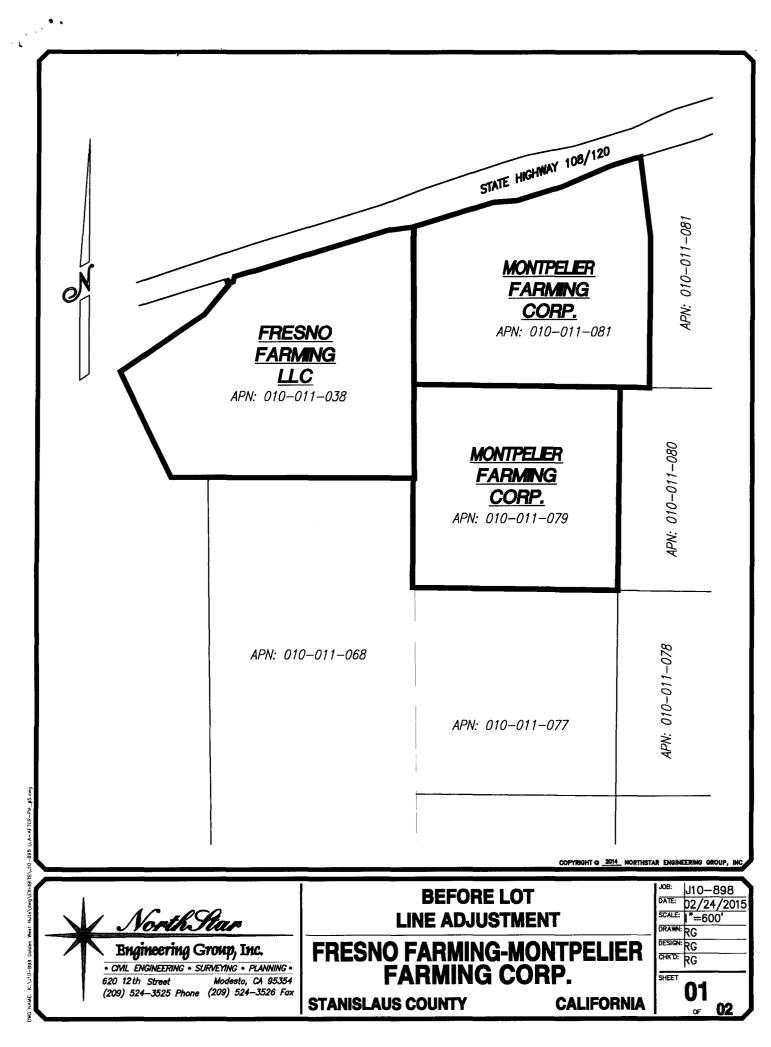
thence along said South line North 72°53'06" East, a distance of 6.03 feet;

thence leaving said South line and proceeding South 00°02'15" West, a distance of 709.90 feet to the point of beginning.





FOR ILLUSTRATIVE PURPOSES ONLY



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

BOARD AGENDA #: \*D-1 DEPT: Planning and Community Development

AGENDA DATE: June 7, 2016

#### SUBJECT:

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

| BOARD ACTION AS FOLLOWS:                   | <b>No.</b> 2016-286                      |
|--|--|
| On motion of Supervisor Chiesa             | , Seconded by Supervisor <u>_Withrow</u> |
| and approved by the following vote,        |  |
| Ayes: Supervisors: O'Brien, Chiesa, Withre | ow, DeMartini, 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:                                    |  |

Bv

TH A. KING, Clerk of the Board of Supervisors



# THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

| DEPT:  | Planning and C | Community Develop | oment | BOARD AGENDA #:       | *D-1      |
|--------|----------------|-------------------|-------|-----------------------|-----------|
|        | Urgent C       | Routine 💿         | AF    | AGENDA DATE: _Jun     | e 7, 2016 |
| CEO CO | ONCURRENCE:    |                   | Ii    | 4/5 Vote Required: Ye | es C No 💽 |

#### SUBJECT:

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

#### STAFF RECOMMENDATIONS:

- 1. Pursuant to California Government Code Section 51257, determine that the following seven findings can be made based on the written evidence submitted by the applicant:
  - a. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcels for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than ten years, except as authorized under the County implementation of AB1265.
  - 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.

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

- 2. Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located east of Wamble Road, Between North Fogarty Road and State Route 108/120, east of the City of Oakdale.
- 3. Approve new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.
- 4. Authorize the Director of Planning and Community Development to execute new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.

#### DISCUSSION:

1

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This request involves five separate lot line adjustment applications to be processed simultaneously for approval of the desired final parcel configurations needed to correct property lines for existing access roads and fences. In total, there will be only 11 parcels involved in the five separate applications as some parcels are utilized multiple times. The parcels involved in the lot line adjustments are located east of Wamble Road, between North Fogarty Road and State Route 108/120, east of the City of Oakdale, in the unincorporated area of Stanislaus County. An area map of the 1,224 acre project site as presently sized, including the area covered by each of the lot line adjustment applications, is provided in Attachment 1. An overview of the lot line adjustment applications, include property owners, parcel sizes (existing and proposed), Williamson Act Contract information, and current development/use of the parcels is provided in Attachment 2. Attachments 3-7 provide before and after maps of each of the five proposed lot line adjustments.

The Williamson Act requires Board action to rescind and simultaneously enter into a new contract, or contracts, reflecting adjusted parcel configurations. Staff has reviewed all five lot line adjustment applications for compliance with the County's General Plan and all applicable zoning and Williamson Act criteria and determined that the applications meet the requirements for approval.

In total, 10 of the 11 parcels involved are enrolled in four separate contracts. However, if this lot line is approved, all 11 parcels will be enrolled in new contracts. This will encumber an additional 48.01 acres into the Williamson Act and bring the total number of acres covered under the Williamson Act to 1,224 acres.

Pursuant to California Government Code Section 51257, the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts, provided that the Board finds all of the following:

 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 ten years, except as authorized under the County's implementation of AB1265. Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

- 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 California Government Code Section 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.
- 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.

Staff believes that all the findings can be made as the proposed lot line adjustments will not increase the number of developable parcels, will not reduce the number of acres covered under contract, and will not compromise the continued agricultural use of the parcels.

New Williamson Act Contracts would typically come before the Board once a year, in December. Williamson Act Contracts for 2016 came before the Board on December 15, 2015; however, 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 all new contracts supersede all existing contracts, upon recording. As in the case with all Williamson Act Contracts in Stanislaus County, the new contracts will be subject to the provisions of AB1265.

#### POLICY ISSUE:

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's policies specifically state that the County shall continue to administer lot

# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

# Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC- 2016-0051398-00 Acet 121-Planning. Monday, JUL 11, 2016 15:44:35 Ttl Pd \$62.00 Rcpt # 0003836597 OGP/R2/1-16

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>October 29, 2013</u>, approved the lot line adjustment herein described submitted under the name of <u>Sorenson/Montpelier</u> Lot Line Adjustment No. <u>PLN2013-0072</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" and Exhibit "C", 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.

ANGELA FREITAS, DIRECTOR

By:

6129/16

Jeremy Ballard, Assistant Planner Stanislaus County Department of Planning and Community Development Date

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

#### CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California   |   |
|-----------------------|---|
| County of <u>Stan</u> | slaus;  |
| on 6/29/20            | 16_ before me, KIMEVA L. Hall, Notavy Public, |
| Date                  | Here Insert Name and Title of the Officer     |
| personally appeared   | Jeremy Ballava                                |
|                       | 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/ber/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

· OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of Attached Document Title or Type of Document:   | Document Date:  |  |  |
|---|---|--|--|
|   | Signer(s) Other Than Named Above:   |  |  |
| Capacity(ies) Claimed by Signer(s)<br>Signer's Name:<br>Corporate Officer — Title(s):<br>Partner — Limited General<br>Individual Attorney in Fact<br>Trustee Guardian or Conservator<br>Other:<br>Signer Is Representing: | Signer's Name:<br>Corporate Officer — Title(s):<br>Partner — Limited General<br>Individual Attorney in Fact<br>Trustee Guardian or Conservator<br>Other:<br>Signer Is Representing: |  |  |

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#### GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARYKIMERA L. HALLCOMMISSION NO.2084258DATE COMMISSION EXPIRESOCTOBER 29, 2018PLACE OF EXECUTIONSTANISLAUS COUNTY

(Date) June 30, 2016

Jennifer Akin, Staff Services Tech Stanislaus County Department of Planning & Community Development

# LOT LINE NO. <u>PLN2013-0072</u>

OWNERS:

| NAME<br>(Print or type)                            | SIGNATURE<br>(All to be notarized)  | DATE                                     | SIGNED AT<br>(City) |
|--|---|--|---------------------|
| See attached signature                             | sheets  |  |                     |
| * Deborah A Sprepson                               | Nepoula. Sover  | 15m_ 4/20/1                              | 5 Berkeley          |
| JAMES G. CRECELIUS<br>GQO, Montpelier Fari         | 7 I V   | _5-8-15                                  | OAK AVE, U          |
| AKA Deborah Ai<br>SECURITY HOLDERS:                | leen Sorenson   |  |                     |
| NAME<br>(Print or type)                            | SIGNATURE<br>(All to be notarized)  | DATE                                     | SIGNED AT<br>(City) |
| Ken Schnson<br>SRUce President<br>Gosnute Annu Cre | 19m   | 8/25/15                                  | TURLOCK             |
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| CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  |  |  |  |  |
|--|--|--|--|--|
| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.   |  |  |  |  |
| document to which this certificate is attached, and not the individuess, accuracy, of validity of that document.   |  |  |  |  |
| State of California<br>County of Alameda<br>On <u>April 20<sup>th</sup> 2015</u> before me, <u>Garrett S. Bowers-Dodd</u> Notary Public,   |  |  |  |  |
| personally appeared Deborah Aileen Sorenson  |  |  |  |  |
|  |  |  |  |  |
| 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 be she be subscribed to the within instrument and acknowledged to me that be she be she be she in his/her/their authorized capacity(ies), and that by bis/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<br>laws of the State of California that the foregoing<br>paragraph is true and correct.   |  |  |  |  |
| GARRETT S.BOWERS-DODD<br>COMM.# 1994800<br>NOTARY PUBLIC-CALIFORNIAS<br>ALAMEDA COUNTY<br>My Commission Explores<br>October 21, 2016<br>WITNESS my hand and official seal.   |  |  |  |  |
| Signature of Notary Public   |  |  |  |  |
|  |  |  |  |  |
| 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<br>Title or Type of Document: (ertificate of Lot-Usine Algustiment Date:  |  |  |  |  |
|  |  |  |  |  |
| Number of Pages:          Signer(s)       Capacity(ies)         Claimed by Signer(s)   |  |  |  |  |
| Signer's Name: Signer's Name:  |  |  |  |  |
| Corporate Officer - Title(s):  |  |  |  |  |
| Partner - Limited General General General  |  |  |  |  |
| □ Individual □ Attorney in Fact □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator  |  |  |  |  |
| □ Other: □ Other:  |  |  |  |  |
| □ Signer Is Representing: □ Signer Is Representing:  |  |  |  |  |
|  |  |  |  |  |

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| STATE OF CALIFORNIA }   |
|---|
| COUNTY OF STANISLANS  |
| On MAY 5, WLS before me, E. PEPEZ VEGA, NORPH REUL Notary<br>Public,<br>Date (here insert name and title of the officer)  |
| personally appeared JAMES C. CRECELIUS  |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are<br>subscribed to the within instrument and acknowledged to me that he/she/they executed the same<br>in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument<br>the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.<br>I certify under PENALTY OF PERJURY under the laws of the State of California that the<br>foregoing paragraph is true and correct. |
| WITNESS my hand and official seal.  |
| Signaturez(Seal)<br>OPTIONAL  |
| Description of Attached Document  |
| Title or Type of Document: CEAS LOT LINE ADDISTISNAmber of Pages:   |
| Document Date: Other:   |
| 2015 Aposuille Service 707-992-5551 www.CAMNN.com   |

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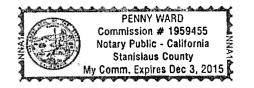
State of California County of STOMISLOUS VINY (, VRL Hugust On\_ before me personally appeared  $n \le c$ 

, a notary public, , 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



LOT LINE NO. <u>PLN2013-0072</u>

OWNERS:

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| NAME<br>(Print or type)  | SIGNATURE<br>(All to be notarized)   | DATE  | SIGNED AT<br>(City)  |
|--|--|---|--|
| See attached signature   | shee <sup>+</sup>  |   |  |
| * PAVL NICHOLS   | Pay Mint   | 4/20/15   | NYC  |
| *Agent   | 1  |   |  |
| , <b>)</b>   |  |   |  |
| SECURITY HOLDERS:  |  |   |  |
| NAME<br>(Print or type)  | SIGNATURE<br>(All to be notarized)   | DATE  | SIGNED AT<br>(City)  |
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State of New York 

swore or affirmed to the contents thereof.

YUKIKO USHIJIMA Notary Public, State of New York No. 01US6181566 Qualified in New York County Commission Expires

# LOT LINE NO. PLN2013-0072

OWNERS:

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| NAME<br>(Print or type)  | SIGNATURE<br>(All to be notarized) | DATE  | SIGNED AT<br>(City)   |
|--|------------------------------------|---|---|
| See attached signature s   | sheets                             |   |   |
| VICTORIAL CALANTONI  | Victoria Calaston                  | 4/14/15   | Epston PN   |
| Agent<br>COMMONWEALTH OF PENNSYLV  | IANIA                              |   |   |
| NOTARIAL SEAL<br>Sandra L. Lombardo, Notary P.<br>Bethiethen: Township, Northampton C.<br>My commission expires July 18, | 2017                               |   |   |
| SECURITY HOLDERS:  |                                    |   |   |
| NAME<br>(Print or type)  | SIGNATURE<br>(All to be notarized) | date<br>4445  | SIGNED AT<br>(City)   |
|  | <b>`</b>                           | Andrew Market |   |
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LOT LINE NO. <u>PLN2013-0072</u>

OWNERS:

| NAME<br>(Print or type)   | SIGNATURE<br>(All to be notarized)   | DATE                                     | SIGNED AT<br>(City)   |
|---|--|--|---|
| See attached signatu  | re sheets  |  |   |
| ERIC E. NICHOLS<br>Agent  | En Erhter  | 5/2/2015                                 | Chandler, AZ  |
| Jagmfuz   | PATSY M. PEREZ<br>Hotary Public - Stein of Arbona<br>MARICOPA COUNTY<br>My Commission Expires<br>February 14, 2010 |  |   |
| SECURITY HOLDERS:   |  |  |   |
| NAME<br>(Print or type)   | SIGNATURE<br>(All to be notarized)   | DATE                                     | SIGNED AT<br>(City)   |
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#### LOT LINE NO. PLN2013-0072

OWNERS:

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| NAME<br>(Print or type) | SIGNATURE<br>(All to be notarized) | DATE       | SIGNED AT (City) |
|-------------------------|------------------------------------|------------|------------------|
| Jackson E. Nichols, Jr. | Joebson & hichol                   | D. 4-15-10 | 5 FPEMONT, CA    |
|                         |                                    |            |                  |
|                         |                                    |            |                  |
|                         |                                    |            |                  |
| SECURITY HOLDERS:       |                                    |            |                  |
| NAME<br>(Print or type) | SIGNATURE<br>(All to be notarized) | DATE       | SIGNED AT (City) |
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|                         |                                    |            |                  |

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

#### CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California<br>County ofA | eda        | )                                     |                      |
|-----------------------------------|------------|---------------------------------------|----------------------|
| on 4/15/15                        | before me. | Justinchaillin                        | Notory Rubhic        |
| Date                              | JockSn. 1  | Here Insert Name and<br>Nichols, Sr - | Title of the Officer |
| personally appeared               | JUNDON F   | Nichols, 21 -                         |                      |
|                                   |            | 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/he/their authorized capacity(ies), and that by his/he/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 and and official s Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Title or Type of Document: Lof Line Mirsh | MA Document Date: 41515         |       |
|---|---------------------------------|-------|
| Number of Pages: Signer(s) Other Than I   |                                 |       |
| Capacity(ies) Claimed by Signer(s)        |                                 |       |
| Signer's Name:                            | Signer's Name:                  |       |
| Corporate Officer – Title(s):             | Corporate Officer — Title(s):   |       |
| Partner —      Limited      General       | 🗆 Partner – 🔲 Limited 🛛 General |       |
| Individual     Attorney in Fact           | Individual     Attorney in Fact |       |
| □ Trustee □ Guardian or Conservator       | Trustee     Guardian or Conser  | vator |
| □ Other:                                  | Other:                          |       |
| Signer Is Representing:                   | Signer Is Representing:         |       |

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Lot Line Adjustment 2013-0072

# **Unadjusted Parcels**

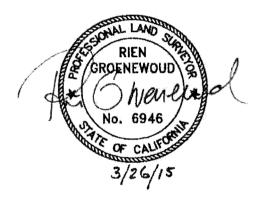
Legal Description

#### Parcel 1: (Sorenson) (patent 4006)

The northeast quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 2: (Montpelier Farming Corporation) (56-PM-97)

Parcel 1, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.



(Page 1 of 2)

Lot Line Adjustment 2013-0072

#### **Resultant Parcel**

Legal Description

#### Adjusted Parcel 1:

The northeast quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

**TOGETHER WITH** that portion of the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, more particularly described as follows:

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15 of said Township and Range; thence along the South line of said Section 11 South 89°43'46" East, a distance of 2590.28 feet to the southwest corner of Parcel 1, as shown in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said South line and proceeding along the West line of said Parcel 1 North 00°22'21" West, a distance of 19.58 feet;

thence leaving said West line and proceeding South 89°41'59" East, a distance of 1086.21 feet; thence South 87°35'48" East, a distance of 280.46 feet to a point on the East line of said Parcel 1; thence along said East line South 00°22'21" East, a distance of 8.58 feet to the southeast corner of said Parcel 1, being also a point on said South line of Section 11;

thence along said South line North 89°43'46" West, a distance of 1366.36 feet to the point of beginning.



(Page 2 of 2)

Lot Line Adjustment 2013-0072

## **Resultant Parcel**

Legal Description

#### **Adjusted Parcel 2:**

Lot 1, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### **EXCEPTING THEREFROM:**

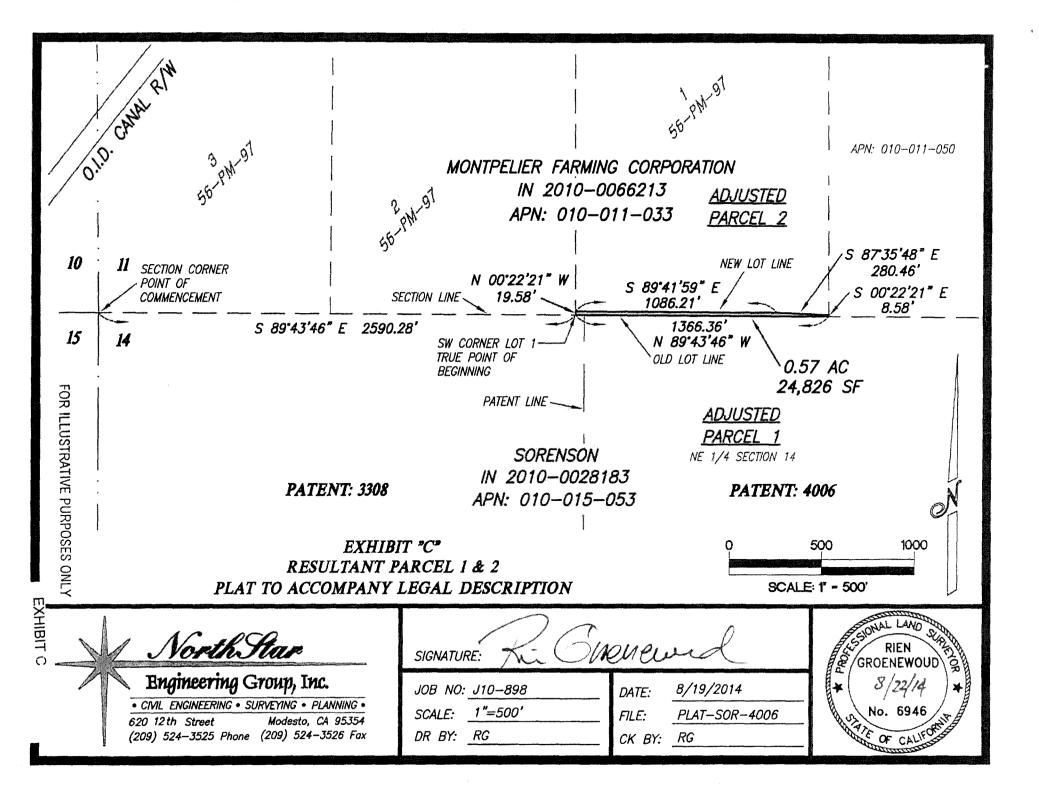
**COMMENCING** at the corner common to Sections 10, 11, 14 and 15 of said Township and Range; thence along the South line of said Section 11 South 89°43'46" East, a distance of 2590.28 feet to the southwest corner of Lot 1, as shown in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said South line and proceeding along the West line of said Lot 1 North 00°22'21" West, a distance of 19.58 feet;

thence leaving said West line and proceeding South 89°41'59" East, a distance of 1086.21 feet; thence South 87°35'48" East, a distance of 280.46 feet to a point on the East line of said Lot 1; thence along said East line South 00°22'21" East, a distance of 8.58 feet to the southeast corner of said Lot 1, being also a point on said South line of Section 11;

thence along said South line North 89°43'46" West, a distance of 1366.36 feet to the point of beginning.





# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

# 

Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC- 2016-0051595-00 Acct 121-Planning. Tuesday, JUL 12, 2016 10:16:33 Itl Pd \$59.00 Rcpt # 0003836853 OGP/R2/1-15

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>February 23, 2015</u>, approved the lot line adjustment herein described submitted under the name of <u>Montpelier Farming Corp./Sundance Development</u>. Lot Line Adjustment No. <u>PLN2013-0074</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" and Exhibit "C", 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.

ANGELA FREITAS, DIRECTOR

By:

Jefemy Ballard, Assistant Planner Stanislaus County Department of Planning and Community Development

6/29/16

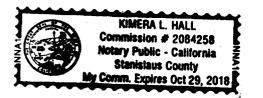
Date

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California<br>County of <u>Stanisla</u> | )   |
|--|---|
| on 6/29/2016                                     | before me, Kimera L. Hall, Notary Poblic  |
| \ Date   | Here Insert Name and Title of the Officer |
| personally appeared                              | Jereny Ballard                            |
|  | 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 bis/ber/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.

mena Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of Attached Document      | 5                |                         |
|---------------------------------------|------------------|-------------------------|
| Title or Type of Document:            | Docum            | ent 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):         | Corporate Offici | cer — Title(s):         |
| □ Partner - □ Limited □ General       | 🗆 Partner — 🗆 l  | imited 🗌 General        |
| Individual     Attorney in Fact       | 🗆 Individual     | Attorney in Fact        |
| □ Trustee □ Guardian or Conservator   | Trustee          | Guardian or Conservator |
| Other:                                | Other:           |                         |
| Signer Is Representing:               |                  | enting:                 |
|                                       |                  |                         |

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#### GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY KIMERA L. HALL

COMMISSION NO. 2084258

DATE COMMISSION EXPIRES OCTOBER 29, 2018

PLACE OF EXECUTION

STANISLAUS COUNTY

(Date) June 30, 2016

Jennifer Akin, Staff Services Tech Stanislaus County Department of Planning & Community Development

| LOT LINE NO. <u>PLN2013-0074</u>   |                                    | < (PP           |                     |
|--|------------------------------------|-----------------|---------------------|
|  |                                    |                 | attached            |
| OWNERS:  |                                    |                 |                     |
| NAME<br>(Print or type)  | SIGNATURE<br>(All to be notarized) | DATE            | SIGNED AT<br>(City) |
| Gregory 1. Ellis   | Angong 7. Cher                     | 4-13-15         | Modesto, Ca.        |
| Gregory 1. Ellis<br>President Sundance Deve<br>JAMES G. CLECELIUS<br>O, Montpelier Farming Cor | appricate, mic.                    | 4-15-15         | Ostole              |
| o, mon frecter farming con   | P V                                |                 |                     |
|  |                                    |                 |                     |
|  |                                    |                 |                     |
|  |                                    |                 |                     |
| SECURITY HOLDERS:  |                                    |                 |                     |
| NAME<br>(Print or type)  | SIGNATURE<br>(All to be notarized) | DATE            | SIGNED AT<br>(City) |
| Ken Thison   | lonn-                              | 8/25/15         | Turlock             |
| SR Vier President  | +                                  | <u>q/-3//</u> 3 |                     |
| YOSEMITCHARM CRECI   | 1                                  | ····            |                     |
|  |                                    |                 |                     |
|  | ·                                  |                 |                     |
|  | ·····                              |                 |                     |

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| CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT   |  |  |
|---|--|--|
|   |  |  |
| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.  |  |  |
| STATE OF CALIFORNIA }   |  |  |
| COUNTY OF STANISLANS  |  |  |
| On <u>S.7.15</u> before me, <u>E. PEPEZ-VEGA, NORPH REUU</u> Notary<br>Public,  |  |  |
| Date (here insert name and title of the officer)  |  |  |
| personally appeared JAMES G. CRECELIUS  |  |  |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are<br>subscribed to the within instrument and acknowledged to me that he she/they executed the same<br>in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument<br>the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.<br>I certify under PENALTY OF PERJURY under the laws of the State of California that the<br>foregoing paragraph is true and correct. |  |  |
| WITNESS my hand and official seal.<br>E. PEREZ-VEGA<br>COMM. #2004474<br>NOTARY PUBLIC - CALIFORNIA<br>SAN JOAQUIN COUNTY<br>My Commission Expires Jan 18, 2017<br>(Seal)<br>OPTIONAL   |  |  |
| Description of Attached Document  |  |  |
| Title or Type of Document: LOT LINE ADJUSTMENT Number of Pages:   |  |  |
| Document Date: Other:   |  |  |
|   |  |  |

2015 Apostille Service, 707-992-5551 www.CaliforniaApostille.us California Mobile Notary Network www.CAMNN.com

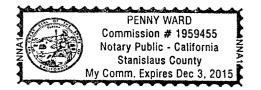
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California nightic County of TODAY LARD before me, , a notary public, On who proved to me on the personally appeared onnson 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

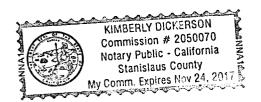


#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California   | )  |
|-----------------------|--|
| County of Jtanislaus  | )  |
| on April 14th, 2015 b | efore me, Kimbelly Dickeron, Notary Public.<br>Here Insert Name and Title of the Officer |
| Date                  | Here Insert Name and Title of the Officer  |
| personally appeared   | ory L. Ellis   |
| J                     | Name(s) of Signer(s)   |

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



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

WITNESS my hand and official seal.

Signature Signature of Notary Public

Place Notary Seal Above

OPTIONAL '

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### **Description of Attached Document**

| Title or Type of Document: (2)/16/16/16/16/16/16/16/16/16/16/16/16/16/ | han Named Above: N/A            |
|--|---------------------------------|
| Capacity(ies) Claimed by Signer(s)                                     | ,                               |
| Signer's Name:   | Signer's Name:                  |
| Corporate Officer - Title(s):  | Sorporate Officer – Title(s):   |
| Partner – Limited General  | Partner – El Limited El General |
| ✓ Individual   | Individual Attorney in Fact     |
| Trustee Guardian or Conservator  | Trustee Guardian or Conservator |
| Other:   | Other:                          |
| Signer Is Representing:  | Signer Is Representing:         |

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Lot Line Adjustment 2013-0074

# **Unadjusted Parcels**

Legal Description

### Parcel 1: (Sundance) (LLA-98-08)

The West half of the northeast quarter and all that portion of the northeast quarter of the northeast quarter of said Section 15 lying North and Westerly of the right-of-way of the canal of the Oakdale Irrigation District, as conveyed by deed recorded February 28, 1912 in volume 87 of deeds, at page 307.

## EXCEPTING THEREFROM:

The Westerly 161.59 feet of the Northeast quarter of said Section 15 (said Easterly line of Westerly 161.59 feet being measured at right angles to and parallel with the North/South quarter section line of said Section 15).

## ALSO EXCEPTING THEREFROM:

The following described property conveyed to Edmund A. Rosasco by deed recorded June 11, 1941 in Volume 736 of Official Records, at page 242:

BEING all that portion of the southeast quarter of the northwest quarter and southwest quarter of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, which lies south of the Sierra Railroad, as said railroad existed June 11, 1941.

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

#### Parcel 2: (Montpelier Farming Corporation) (56-PM-97)

Parcel 7, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## Parcel 3: (Montpelier Farming Corporation) (LLA 2014-0121)

Parcel 8, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### TOGETHER WITH:

**BEGINNING** at the southwest corner of said Parcel 8, said corner being also the South quarter corner of said Section 10 and being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the South line of said Section 10 North 89°52'22" West, a distance of 26.71 feet; thence leaving said South line and proceeding North 00°15'18" West, a distance of 744.87 feet; thence North 01°09'07" West, a distance of 623.28 feet to a point on the westerly extension of the North line of said Parcel 8;

thence along said westerly extension South 89°26'43" East, a distance of 32.33 feet to the northwest corner of said Parcel 8;

thence along the West line of said Parcel 8 South 00°25'42" East, a distance of 1367.81 feet to the point of beginning.



K:\J10-898 Golden West Nuts\Dwg\LLA\LLA After PM\LLA #3\LLA #3 Sundance - legal desc\_v2.doc

(Page 1 of 3)

Lot Line Adjustment 2013-0074

## **Resultant Parcel**

Legal Description

## Adjusted Parcel 1:

The West half of the northeast quarter and all that portion of the northeast quarter of the northeast quarter of said Section 15 lying North and Westerly of the right-of-way of the canal of the Oakdale Irrigation District, as conveyed by deed recorded February 28, 1912 in volume 87 of deeds, at page 307.

#### **TOGETHER WITH:**

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 837.04 feet to the West line of the 100-foot wide Oakdale Irrigation District South Main Canal and the **TRUE POINT OF BEGINNING** of this description;

thence continuing along said South line North 89°52'22" West, a distance of 1649.30 feet; thence leaving said South line and proceeding North 00°26'36" East, a distance of 35.59 feet; thence South 89°37'39" East, a distance of 1105.82 feet;

thence South 89°33'24" East, a distance of 564.75 feet to said West line of the 100-foot wide South Main Canal;

thence along said West line South 37°50'07" West, a distance of 35.06 feet to the point of beginning.

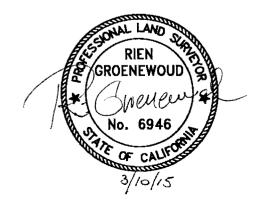
#### **EXCEPTING THEREFROM:**

The Westerly 161.59 feet of the Northeast quarter of said Section 15 (said Easterly line of Westerly 161.59 feet being measured at right angles to and parallel with the North/South quarter section line of said Section 15).

#### ALSO EXCEPTING THEREFROM:

The following described property conveyed to Edmund A. Rosasco by deed recorded June 11, 1941 in Volume 736 of Official Records, at page 242:

BEING all that portion of the southeast quarter of the northwest quarter and southwest quarter of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, which lies south of the Sierra Railroad, as said railroad existed June 11, 1941.



(Page 2 of 3)

Lot Line Adjustment 2013-0074

#### **Resultant Parcel**

Legal Description

#### Adjusted Parcel 2:

Parcel 7, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### **EXCEPTING THEREFROM:**

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 837.04 feet to the West line of the 100-foot wide Oakdale Irrigation District South Main Canal and the **TRUE POINT OF BEGINNING** of this description;

thence continuing along said South line North 89°52'22" West, a distance of 543.50 feet to a point on the West line of said Parcel 7;

thence leaving said South line and proceeding along said West line North 00°30'42" East, a distance of 30.86 feet;

thence South 89°33'24" East, a distance of 564.75 feet to said West line of the 100-foot wide South Main Canal;

thence along said West line South 37°50'07" West, a distance of 35.06 feet to the point of beginning.



(Page 3 of 3)

Lot Line Adjustment 2013-0074

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 3:**

Parcel 8, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## TOGETHER WITH:

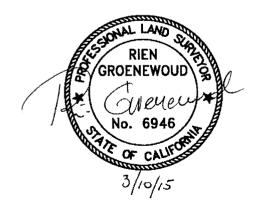
**BEGINNING** at the southwest corner of said Parcel 8, said corner being also the South quarter corner of said Section 10 and being marked with a 2" iron pipe, tagged "Genasci LS 8660"; thence along the South line of said Section 10 North 89°52'22" West, a distance of 26.71 feet; thence leaving said South line and proceeding North 00°15'18" West, a distance of 744.87 feet; thence North 01°09'07" West, a distance of 623.28 feet to a point on the westerly extension of the North line of said Parcel 8;

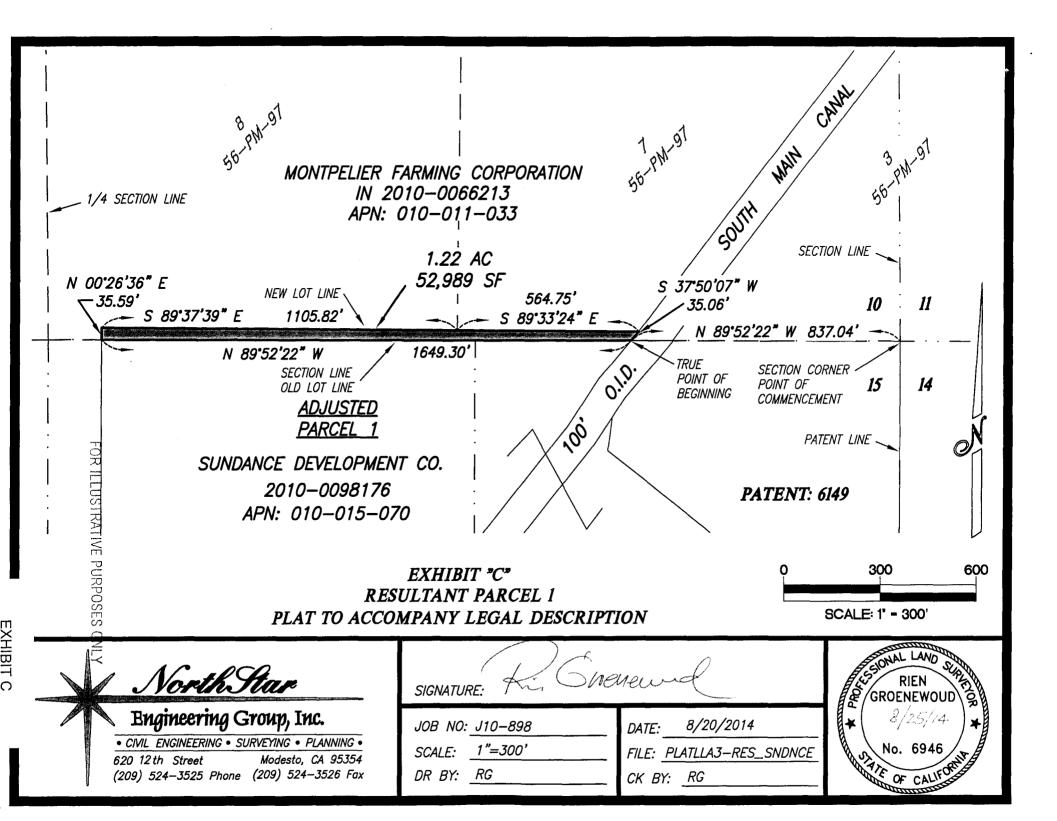
thence along said westerly extension South 89°26'43" East, a distance of 32.33 feet to the northwest corner of said Parcel 8;

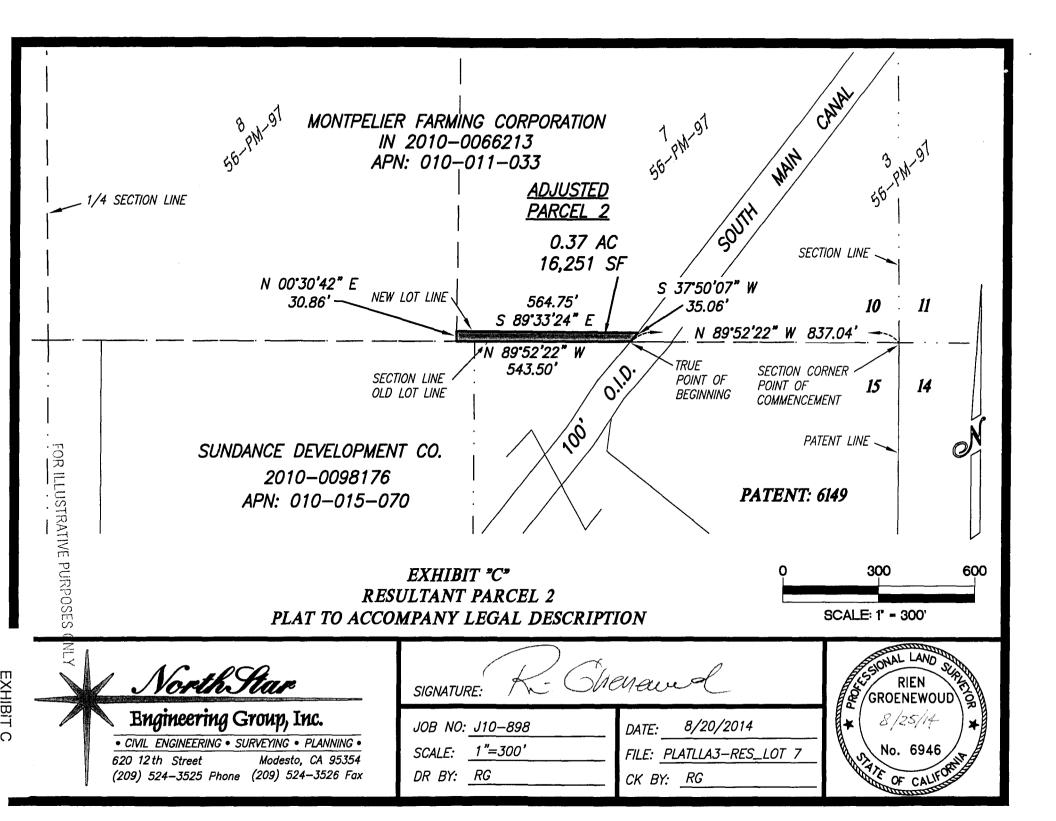
thence along the West line of said Parcel 8 South 00°25'42" East, a distance of 1367.81 feet to the point of beginning.

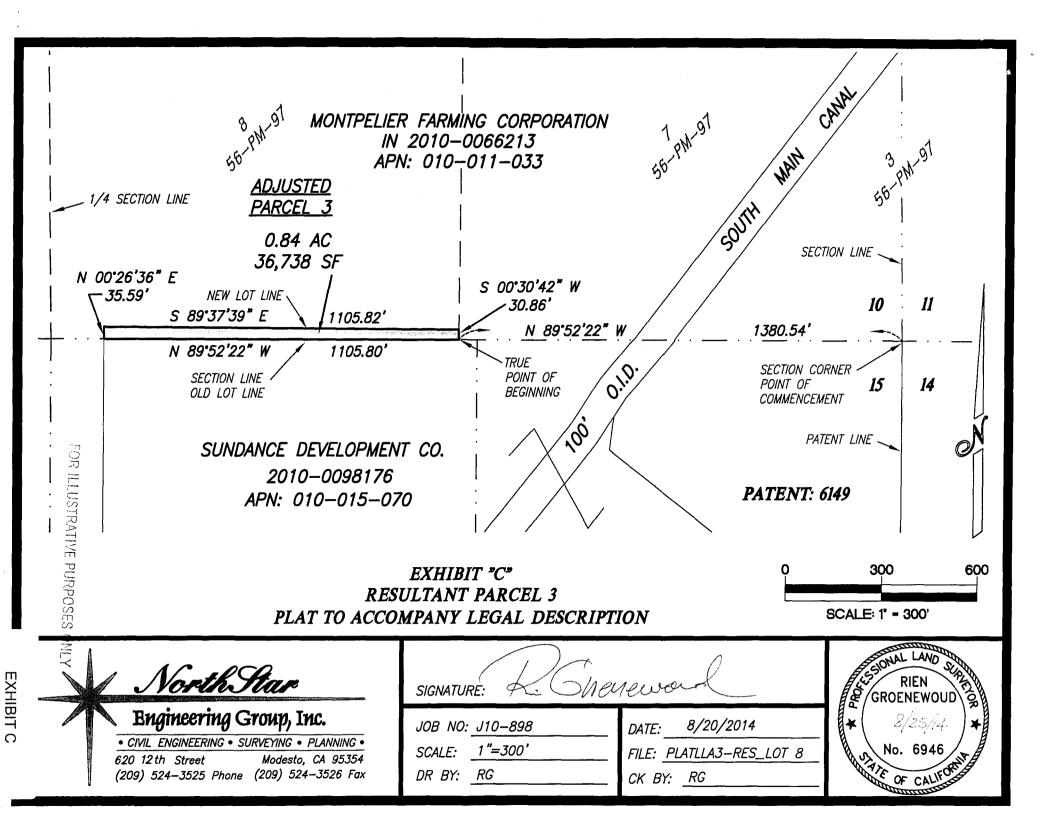
## **EXCEPTING THEREFROM:**

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 1380.54 feet to the southeast corner of said Parcel 8 and the **TRUE POINT OF BEGINNING** of this description; thence continuing along said South line North 89°52'22" West, a distance of 1105.80 feet; thence leaving said South line and proceeding North 00°26'36" East, a distance of 35.59 feet; thence South 89°37'39" East, a distance of 1105.82 feet to a point on the East line of said Parcel 8; thence along said East line South 00°30'42" West, a distance of 30.86 feet to the point of beginning.









# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

# 

Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC- 2016-0051396-00 Acct 121-Planning. Monday, JUL 11, 2016 15:44:16

Ttl Pd \$74.00 Rcpt # 0003836595 OGP/R2/1-20

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>February 10, 2015</u>, approved the lot line adjustment herein described submitted under the name of <u>Sorenson/Montpelier</u> Lot Line Adjustment No. <u>PLN2013-0073</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", and Exhibit "C", 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.

ANGELA FREITAS, DIRECTOR

By:

Jeremy Ballard, Associate Planner Stanislaus County Department of Planning and Community Development

0/29/14 Date

Date

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

#### CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California   |                  |   |          |
|-----------------------|------------------|---|----------|
| County of <u>Stan</u> | (5)(40)          |   |          |
| On Laberbol           | 6 before me, Kim | era L. Hall, Notary Public                | <b>,</b> |
| \ Date                |                  | Here Insert Name and Title of the Officer |          |
| personally appeared   | Jeremy           | Ballard                                   |          |
|                       | 7                | 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

Signature of Notary Public

Place Notary Seal Above

- OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of Attached Document Title or Type of Document: Document Date: |  |   |                              |  |  |
|--|--|---|------------------------------|--|--|
|  | Number of Pages: Signer(s) Other Than Named Above: |   |                              |  |  |
| Signer's Name:   | ficer — Title(s):<br>Limited                       | □ Corporate Of<br>□ Partner — □<br>□ Individual | ficer — Title(s):<br>Limited |  |  |
| Other:   | Guardian or Conservator                            | Other:  | Guardian or Conservator      |  |  |

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## GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY KIMERA L. HALL

COMMISSION NO. 2084258

DATE COMMISSION EXPIRES OCTOBER 29, 2018

PLACE OF EXECUTION

STANISLAUS COUNTY

(Date) June 30, 2016

l(

Jennifer Akin, Staff Services Tech Stanislaus County Department of Planning & Community Development

OWNERS:

•

| NAME<br>(Print or type)   | SIGNATURE<br>(All to be notarized)  | DATE   | SIGNED AT<br>(City)   |
|---|---|--|---|
| See attached signature shee   | ets   |  | ~   |
| Deborah A. Sorenson   | Delmaha Soner   | 300 +/20/15  | Berkeley  |
| Trustee, Sorenson   | Trust   |  |   |
| Trustee, Sorensor<br>* AKA Deborah Aileen   | Sorenson  | and the second | . an and an   |
| - dar de samen ann ann an ar an   |   |  | · · · · · · · · · · · · · · · · · · ·   |
| SECURITY HOLDERS:   |   |  |   |
| NAME<br>(Print or type)   | SIGNATURE<br>(All to be notarized)  | DATE   | SIGNED AT<br>(City)   |
|   |   |  | Address and a second |
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| ••••••••••••••••••••••••••••••••••••••  |   |  | <u>an an a</u>   |
| unter se annound an collectore e provenue are also being the second second second second second second second s | · por an address and the second se |  | November 1997 - The State   |

| CALIFORNIA ALL-PURPOSE AC  | KNOWLEDGMENT   |
|--|--|
| A notary public or other officer completing this certificate document to which this certificate is attached, and not the   |  |
| State of California<br>County of Alameda<br>On <u>April 20<sup>th</sup>, 2015</u> before me<br>personally appeared <u>Deborah Aileer</u>   |  |
| who proved to me on the basis of satisfactory ev<br>subscribed to the within instrument and acknowle<br>in h/s/her/their authorized capacity(ies), and that<br>the person(s), or the entity upon behalf of which | edged to me that be/she/they executed the same<br>t by bis/her/their signature(s) on the instrument  |
| GARRETT'S BOWERS-DODD  | I certify under PENALTY OF PERJURY under the<br>laws of the State of California that the foregoing<br>paragraph is true and correct.<br>WITNESS my hand and official seal. |
| October 21, 2016   | Signature of Notary Public   |
| OPTI   | ONAL   |
| Though the information below is not required by law, it may prevent fraudulent removal and reattact  |  |
| Description of Attached Document<br>Title or Type of Document: <u>Certificate of Lo</u>  | + Line Adjust Document Date:   |
| Number of Pages: Signer(s) Other Than Na<br>Capacity(ies) Claimed by Signer(s)   | - MARKAN -   |
| Signer's Name:<br>Corporate Officer - Title(s):<br>Partner - Limited General<br>Individual Attorney in Fact<br>Trustee Guardian or Conservator   | Signer's Name:<br>Corporate Officer - Title(s):<br>Partner -   |
| Other: Signer Is Representing:   | Other: Signer Is Representing:   |

OWNERS:

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| NAME<br>(Print or type) | SIGNATURE<br>(All to be notarized)  | DATE   | SIGNED AT<br>(City)   |
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| SECURITY HOLDERS;       |   |  |   |
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|                         | A notary public or other officer completing this<br>identity of the individual who signed the docums<br>is attached, and not the truthulness, accuracy,   | int to which this contincate i   |   |
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OWNERS:

| NAME<br>(Print or type)  | SIGNATURE<br>(All to be notarized)   | DATE  | SIGNED AT<br>(City)   |
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State of New York County of New York Before me this Aday of ATT 2015 came. Passa To person described in and who signed the forgoing document, swore or affirmed to the contents thereof.

YUKIKO USHIJIMA Notary Public, State of New York No. 01US6181566 Qualified in New York County Commission Expires. <u>FCD0U</u>2016

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OWNERS:

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| NAME<br>(Print or type)   | SIGNATURE<br>(All to be notarized) | DATE  | SIGNED AT<br>(City) |
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| See attached signature  | sheets                             |   | E Aston Pil         |
| MCTORIA L. CALAMTON<br>Agen C. Soren Sor<br>COMMONWEALTH OF PENN<br>NOTARIAL SE/<br>Sandra L. Lombardo, No<br>Bethlehem Township, Northan<br>My commission expires In<br>My commission expires In | AL Lary Public                     | 4-14-15   |                     |
| SECURITY HOLDERS:   |                                    |   |                     |
| NAME<br>(Print or type)   | SIGNATURE<br>(All to be notarized) | DATE  | SIGNED AT<br>(City) |
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OWNERS:

| NAME<br>(Print or type)                | SIGNATURE<br>(All to be notarized)  | DATE     | SIGNED AT<br>(City)   |
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| See attached signature s               | sheets  |          | -   |
| EREC E. NECHOLS<br>Agent, Sorenson     | En ETato<br>Trust   | 5/2/2015 | Chandler, AZ  |
| July firs_                             | PATSY M. PEREZ<br>Hotary Public - State of Artzona<br>MARICOPA COUNTY<br>My Commission Explica<br>Pebruary 14, 2018 |          |   |
| SECURITY HOLDERS:                      |   |          |   |
| NAME<br>(Print or type)                | SIGNATURE<br>(All to be notarized)  | DATE     | SIGNED AT<br>(City)   |
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### OWNERS:

| NAME<br>(Print or type)   | SIGNATURE<br>(All to be notarized) | DATE     | SIGNED AT (City) |
|---|------------------------------------|----------|------------------|
| Jamas GCREachies<br>CEO, Montpelier   |                                    | 10-26-15 | Turlad           |
| CEO, Montpelier   | Flarming Corp                      |          |                  |
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| , and the spectra of |                                    |          |                  |
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## SECURITY HOLDERS:

| NAME<br>(Print or type)<br>Usen de land P | SIGNATURE<br>(All to be notarized)<br>ANK<br>BY: SEA Schuson<br>BY: SEA Schuson | DATE<br>10-20-12<br>Sidont | SIGNED AT (City)   |
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Stanislaus )

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On October 26, 2015 before me, Penny Ward , a notary public, personally appeared James G. Crecelius , who

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/<del>ure</del> 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.

PENNY WARD Commission # 1959455 WITNESS my hand and official seal. Notary Public - California Stanislaus County Signature My Comm. Expires Dec 3, 2015

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

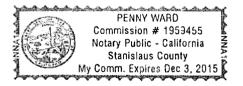
State of California County of Stanislaus

On <u>October 26, 2015</u> before me, <u>Penny Ward</u>, a notary public, personally appeared <u>Ken Johnson</u>, 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



Lot Line Adjustment 2013-0073

## **Unadjusted Parcels**

Legal Description

### Parcel 1: (Sorenson) (patent 3308)

The northwest quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

### Parcel 2: (Sorenson) (portion patent 6149)

The East half of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### **EXCEPTING THEREFROM:**

1) All of the southeast quarter of the northeast quarter of said Section 15, lying South and West of the line of the Sierra Railway Company of California as granted to Thomas S. Bullock by Deed from A.S. Emery dated April 24, 1897 and recorded April 27, 1897 in Volume 60 of Deeds, Page 62.

2) All that portion of the northeast quarter of the northeast quarter of Section 15, above described which lies North and Westerly of the right of way of the canal of the Oakdale Irrigation District, as granted to Christina Lancaster and Mamie Lancaster Coffee by Deed from A. S. Emery dated January 27, 1912 and recorded April 25, 1912 in Volume 167 of Deeds, Page 361.

3) A strip of land 50 feet wide and 1182 feet long lying equally on each side of the center line of the Railroad of the Sierra Railway Company of California; where the same is located through the Northeast quarter of said Section 15 above described; commencing at a point on the center line of the said railroad where the said center line intersects the west boundary of said land, 632 feet North of the Southwest corner of the southeast quarter of the northeast quarter of Section 15; thence in a southeasterly direction 1182 feet to the South boundary of the said land, 375 feet West of the East quarter corner of Section 15.

### Parcel 3: (Montpelier Farming Corporation) (56-PM-97)

Parcel 2, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

### Parcel 4: (Montpelier Farming Corporation) (56-PM-97)

Parcel 3, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Sections 10 and 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

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(Page 1 of 4)

Lot Line Adjustment 2013-0073

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 1:**

The northwest quarter of Section 14, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

**TOGETHER WITH** that portion of the southwest quarter of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, more particularly described as follows:

**BEGINNING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the West line of said Section 11 North 00°33'27" West, a distance of 21.14 feet; thence leaving said West line and proceeding South 89°41'41" East, a distance of 2590.37 feet to the East line of Parcel 2, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records;

thence along said East line South 00°22'21" East, a distance of 19.58 feet to the southeast corner of said Parcel 2, being also a point on the South line of said Section 11;

thence along said South line North 89°43'46" West, a distance of 2590.28 feet to the point of beginning.



(Page 2 of 4)

## Lot Line Adjustment 2013-0073

## **Resultant Parcel**

Legal Description

## Adjusted Parcel 2:

The East half of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

Excepting therefrom:

1) All of the southeast quarter of the northeast quarter of said Section 15, lying South and West of the line of the Sierra Railway Company of California as granted to Thomas S. Bullock by Deed from A.S. Emery dated April 24, 1897 and recorded April 27, 1897 in Volume 60 of Deeds, Page 62.

2) All that portion of the northeast quarter of the northeast quarter of Section 15, above described which lies North and Westerly of the right of way of the canal of the Oakdale Irrigation District, as granted to Christina Lancaster and Mamie Lancaster Coffee by Deed from A. S. Emery dated January 27, 1912 and recorded April 25, 1912 in Volume 167 of Deeds, Page 361.

3) A strip of land 50 feet wide and 1182 feet long lying equally on each side of the center line of the Railroad of the Sierra Railway Company of California; where the same is located through the Northeast quarter of said Section 15 above described; commencing at a point on the center line of the said railroad where the said center line intersects the west boundary of said land, 632 feet North of the Southwest corner of the southeast quarter of the northeast quarter of Section 15; thence in a southeasterly direction 1182 feet to the South boundary of the said land 375 feet West of the East quarter corner of Section 15.

### **TOGETHER WITH:**

**BEGINNING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 368.69 feet; thence leaving said South line and proceeding North 54°02'50" East, a distance of 40.56 feet; thence South 89°24'16" East, a distance of 335.67 feet to a point on the East line of said Section 10; thence along said East line South 00°33'27" East, a distance of 21.14 feet to the point of beginning.

### ALSO EXCEPTING THEREFROM:

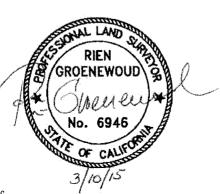
**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the North line of said Section 15 North 89°52'22" West, a distance of 368.69 feet to the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North line and proceeding South 54°02'50" West, a distance of 65.82 feet;

thence North 86°29'47" West, a distance of 228.86 feet;

thence North 67°07'19" West, a distance of 65.38 feet to the point of intersection of the East line of the 100 foot wide Oakdale Irrigation District South Main Canal with said North line of Section 15;

thence along said North line, South 89°52'22" East, a distance of 341.94 feet to the point of beginning.



(Page 3 of 4)

### Lot Line Adjustment 2013-0073

## **Resultant Parcel**

Legal Description

### Adjusted Parcel 3:

Parcel 3, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Sections 10 and 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

### **TOGETHER WITH:**

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the North line of said Section 15 North 89°52'22" West, a distance of 368.69 feet to the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North line and proceeding South 54°02'50" West, a distance of 65.82 feet; thence North 86°29'47" West, a distance of 228.86 feet;

thence North 67°07'19" West, a distance of 65.38 feet to the point of intersection of the East line of the 100 foot wide Oakdale Irrigation District South Main Canal with said North line of Section 15; thence along said North line, South 89°52'22" East, a distance of 341.94 feet to the point of beginning.

### **EXCEPTING THEREFROM:**

**BEGINNING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 368.69 feet; thence leaving said South line and proceeding North 54°02'50" East, a distance of 40.56 feet; thence South 89°24'16" East, a distance of 335.67 feet to a point on the common line between said Sections 10 and 11;

thence South 89°41'41" East, a distance of 1258.20 feet to a point on the East line of said Parcel 3; thence along said East line South 00°16'14" West, a distance of 20.38 feet to the southeast corner of said Parcel 3, being also a point on the South line of said Section 11;

thence along said South line North 89°43'46" West, a distance of 1257.89 feet to the point of beginning.



(Page 4 of 4)

Lot Line Adjustment 2013-0073

## **Resultant Parcel**

Legal Description

### Adjusted Parcel 4:

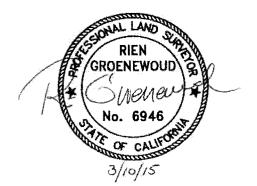
Parcel 2, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 11, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

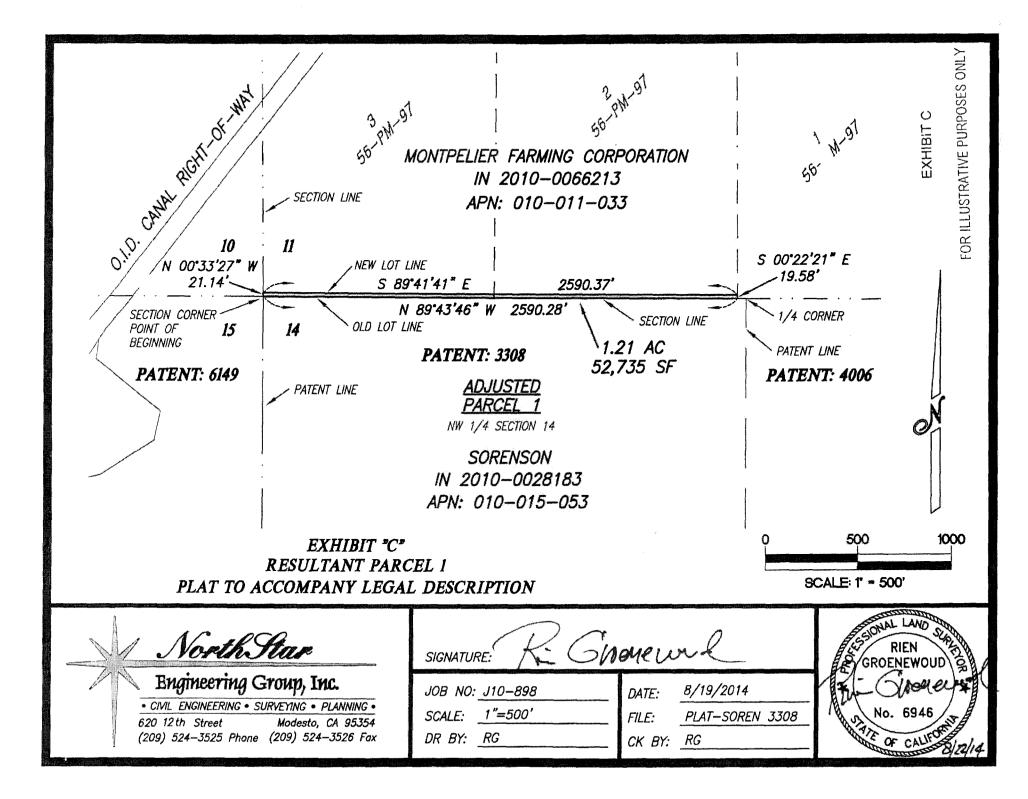
### EXCEPTING THEREFROM:

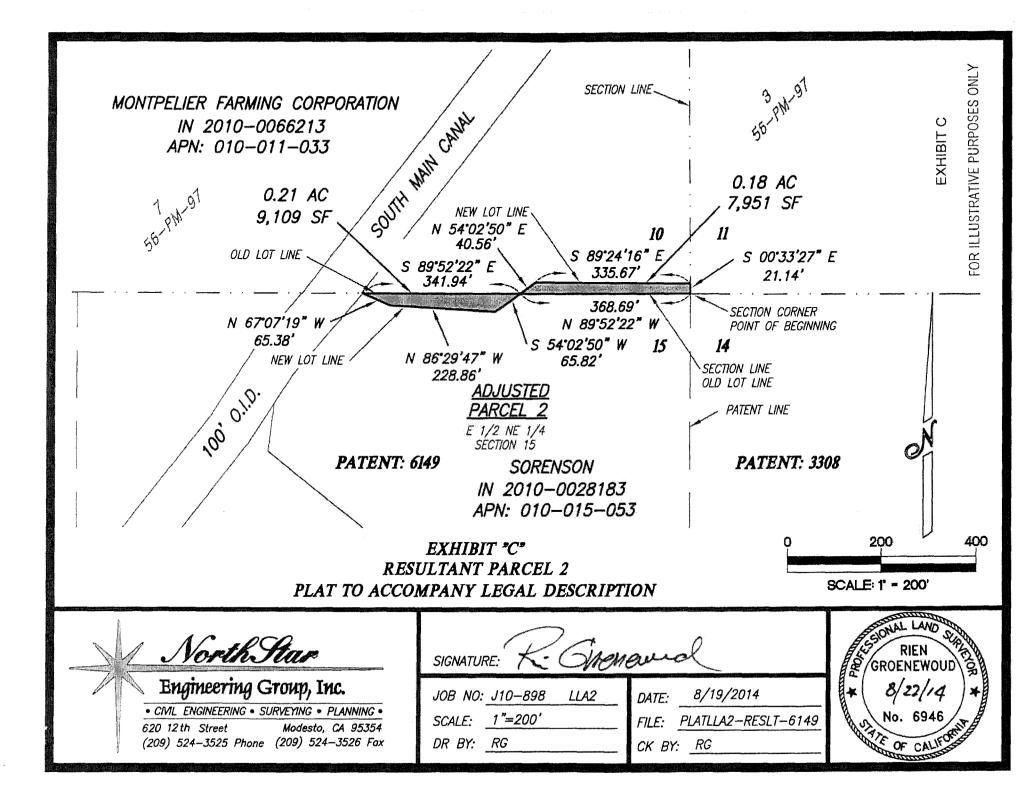
Commencing at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 11 South 89°43'46" East, a distance of 1257.89 feet to the southwest corner of said Parcel 2 and the **TRUE POINT OF BEGINNING** of this description; thence leaving said South line and proceeding along the West line of said Parcel 2 North 00°16'14" East, a distance of 20.38 feet;

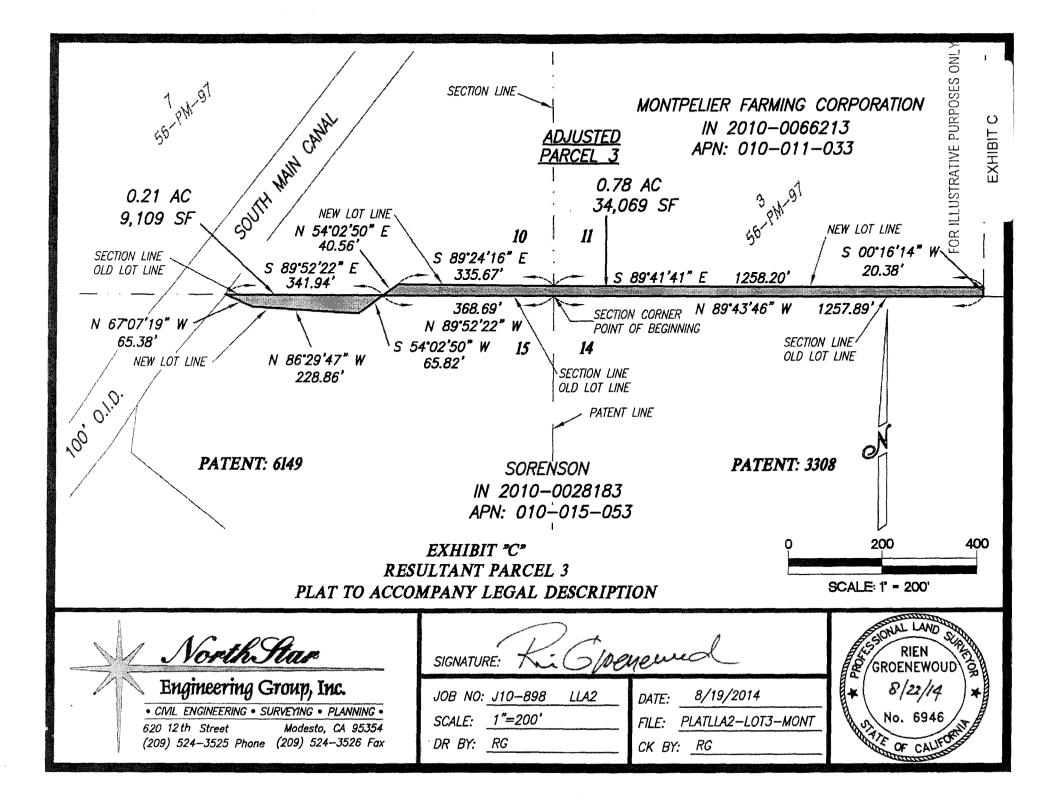
thence South 89°41'41" East, a distance of 1332.17 feet to a point on the East line of said Parcel 2; thence along said East line South 00°22'21" East, a distance of 19.58 feet to a point on said South line of Section 11;

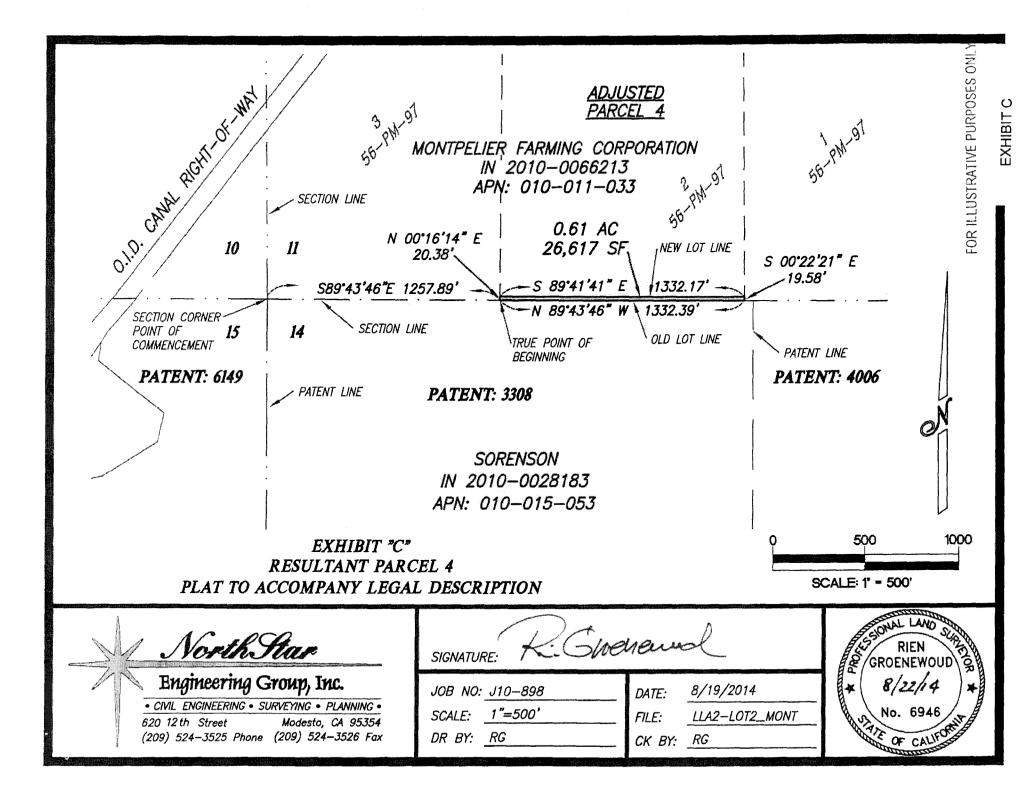
thence along said South line North 89°43'46" West, a distance of 1332.39 feet to the point of beginning.











# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

## Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC- 2016-0051400-00 Acct 121-Planning. Monday, JUL 11, 2016 15:44:50 Ttl Pd \$53.00 Rcpt # 0003836599 OGP/R2/1-13

### 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>February 23, 2015</u>, approved the lot line adjustment herein described submitted under the name of <u>Montpelier Farming Corp./Burchell Nursery, Inc.</u> Lot Line Adjustment No. <u>PLN2014-0121</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" and Exhibit "C", 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.

ANGELA FREITAS, DIRECTOR

By:

Jeremy Ballard Assistant Planner Stanislaus County Department of Planning and Community Development

Co/24/16

Date

| CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT  |  |  |  |
|---|--|--|--|
| A notary public or other officer completing this certificate<br>verifies only the identity of the individual who signed the<br>document to which this certificate is attached, and not the<br>truthfulness, accuracy, or validity of that document.   |  |  |  |
| STATE OF       California       )SS         COUNTY OF       STANISLAVS       )         On       MAM 8, 20/5       before me, E. PEPEZ-VEGA, NUTAPH (PS) (Notary Public, personally appeared WILLIAM 1. BURGHELL AND THOMAS W. EXECUTED AND THOS C. CRECELLS 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/(he) executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.         I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.         WITNESS my hand and official seal.         Signature         Signature         This area for official notarial seal. |  |  |  |
| OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT   |  |  |  |
| CAPACITY CLAIMED BY SIGNER  |  |  |  |
| Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.   INDIVIDUAL   CORPORATE OFFICER(S) TITLE(S)   PARTNER(S)   LIMITED   GENERAL   ATTORNEY-IN-FACT   TRUSTEE(S)   GUARDIAN/CONSERVATOR   OTHER   SIGNER IS REPRESENTING:   |  |  |  |
| Name of Person or Entity Name of Person or Entity   |  |  |  |
| <b>OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT</b><br>Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.   |  |  |  |
| THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW   |  |  |  |
| TITLE OR TYPE OF DOCUMENT: CERTIFICATE OF LOT LINE ADJUSTMENT.  |  |  |  |
| NUMBER OF PAGES     DATE OF DOCUMENT  |  |  |  |
| SIGNER(S) OTHER THAN NAMED ABOVE  |  |  |  |

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Sonisla Tenny LARI before me, On , a notary public, personally appeared Johnson , who proved to me on the REA 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/har/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

PENNY WARD Commission # 1959455 イスト Notary Public - California Stanislaus County My Comm. Expires Dec 3, 2015

Lot Line Adjustment 2014-0121

## Unadjusted Parcels

Legal Description

## Parcel 1: (Montpelier Farming Corporation) (56-PM-97)

Parcel 8, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## Parcel 2: (Montpelier Farming Corporation) (56-PM-97)

Parcel 9, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## Parcel 3: (Montpelier Farming Corporation) (56-PM-97)

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## Parcel 4: (Burchell Nursery)

The East half of the West half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian.

Also excepting all that portion of said Section 10 lying north of the south line of Parcel 4 of Volume 910, Page 532 of Official Records recorded on October 31, 1947, Stanislaus County Records.

LAND

(Page 1 of 4)

### Lot Line Adjustment 2014-0121

## **Resultant Parcel**

Legal Description

### Adjusted Parcel 1:

Parcel 8, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

### **TOGETHER WITH:**

**BEGINNING** at the southwest corner of said Parcel 8, said corner being also the South quarter corner of said Section 10 and being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the South line of said Section 10 North 89°52'22" West, a distance of 26.71 feet; thence leaving said South line and proceeding North 00°15'18" West, a distance of 744.87 feet; thence North 01°09'07" West, a distance of 623.28 feet to a point on the westerly extension of the North line of said Parcel 8;

thence along said westerly extension South 89°26'43" East, a distance of 32.33 feet to the northwest corner of said Parcel 8;

thence along the West line of said Parcel 8 South 00°25'42" East, a distance of 1367.81 feet to the point of beginning.



(Page 2 of 4)

### Lot Line Adjustment 2014-0121

## **Resultant Parcel**

Legal Description

### Adjusted Parcel 2:

Parcel 9, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

### TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 1367.81 feet to the southwest corner of said Parcel 9 and the **TRUE POINT OF BEGINNING** of this description;

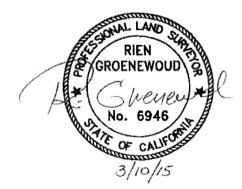
thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 9, North 89°26'43" West, a distance of 32.33 feet;

thence North 01°09'07" West, a distance of 84.91 feet;

thence North 00°22'21" East, a distance of 1257.80 feet to a point on the Westerly extension of the North line of said Parcel 9;

thence along last said westerly extension South 89°11'05" East, a distance of 15.82 feet to the northwest corner of said Parcel 9;

thence along the West line of said Parcel 9, being also along said North-South centerline, South 00°25'42" East, a distance of 1342.80 feet to the point of beginning.



(Page 3 of 4)

## Lot Line Adjustment 2014-0121

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 3:**

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

### **TOGETHER WITH:**

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 2710.61 feet to the southwest corner of said Parcel 11 and the **TRUE POINT OF BEGINNING** of this description;

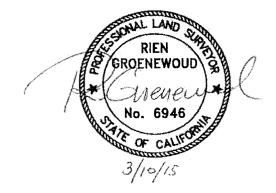
thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 11, North 89°11'05" West, a distance of 15.82 feet;

thence North 00°22'21" East, a distance of 434.28 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along last said North line South 89°53′24" East, a distance of 7.50 feet to a point on said North-South centerline, being also a point on the West line of said Parcel 11;

thence along said North-South centerline South 00°25'42" East, a distance of 707.75 feet to the point of beginning.



(Page 4 of 4)

### Lot Line Adjustment 2014-0121

## **Resultant Parcel**

Legal Description

## Adjusted Parcel 4:

The East half of the West half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian.

EXCEPTING THEREFROM all that portion of said Section 10 lying north of the south line of Parcel 4 of Volume 910, Page 532 of Official Records recorded on October 31, 1947, Stanislaus County Records.

### ALSO EXCEPTING THEREFROM:

**BEGINNING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

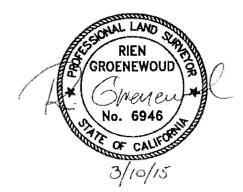
thence along the South line of said Section 10 North 89°52'22" West, a distance of 26.71 feet; thence leaving said South line and proceeding North 00°15'18" West, a distance of 744.87 feet thence North 01°09'07" West, a distance of 708.20 feet;

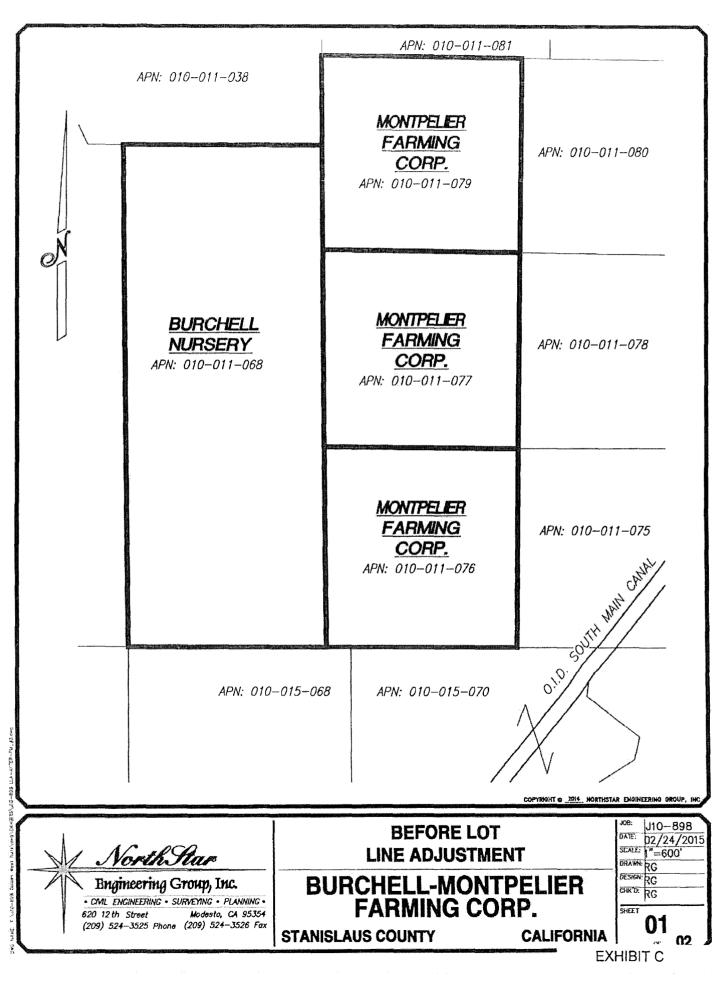
thence North 00°22'21" East, a distance of 1692.08 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along said North line South 89°53'24" East, a distance of 7.50 feet to a point on the East line of said West half;

thence along said East line South 00°25'42" East, a distance of 3418.35 feet to the point of beginning.





|                         | adan yang dan yang yang dan saka dan dan yang yang dan dan yang dan yang dan yang dan yang dan yang dan yang da |          | APN: 010-011-08                                    | 1           |   |
|-------------------------|---|----------|--|-------------|---|
| ·                       | APN: 010-011-038  |          | MONTPELIER<br>FARMING<br>CORP.<br>APN: 010-011-079 | APN: 010–01 | 1—080                                       |
| CN<br>CN                | <b>BURCHELL</b><br>NURSERY<br>APN: 010-011-068  |          | MONTPELIER<br>FARMING<br>CORP.<br>APN: 010-011-077 | APN: 010-01 | 1–078                                       |
|                         |   |          | MONTPELIER<br>FARMING<br>CORP.<br>APN: 010-011-076 | APN: 010-01 | 1-075                                       |
|                         | APN: 010-   | -015-068 | APN: 010-015-070                                   |             |   |
|                         |   |          | AFTER LOT  |             | <sup>JOB:</sup> J10-898<br>DATE: D2/24/2015 |
| *                       | orthStar  |          | LINE ADJUSTMEN                                     |             | SCALE: 1"=600'                              |
| • CTVIL ENG             | ILEETING GTOUP, INC.<br>INFERING • SURVEYING • PLANNING •   | BUF      | CHELL-MONTI  | PELIER      | DESIGNE RG                                  |
| 620 12 th<br>(209) 524- | Street Modesto, CA 95354<br>-3525 Phone (209) 524—3526 Fax  | STANISLA | AUS COUNTY   | CALIFORNIA  | <b>02</b>                                   |
|                         |   |          |  |             | EXHIBIT C                                   |

٠

# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Stanislaus County Department of Planning and Community Development 1010 10<sup>th</sup> Street, Suite 3400 Modesto, CA 95354 Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC- 2016-0051388-00 Acct 121-Planning. Monday, JUL 11, 2016 13:55:20 Ttl Pd \$56.00 Rcpt # 0003836555 OGP/R2/1-14

Space Above This Line for Recorder's Use

### CERTIFICATE OF LOT LINE ADJUSTMENT

This is to certify that, pursuant to California Government Code Section 66412 (d) and Sections 20.14 and 21.20.060E of the Stanislaus County Code, the Stanislaus County Director of Planning and Community Development on <u>February 23, 2015</u>, approved the lot line adjustment herein described submitted under the name of <u>Montpelier Farming Corp/Fresno Farming LLC</u>. Lot Line Adjustment No. <u>PLN2014-0122</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" and Exhibit "C", 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.

ANGELA FREITAS, DIRECTOR

By:

Jeremy Ballard, Assistant Planner Stanislaus County Department of Planning and Community Development

6/29/10

Date

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California<br>County of <u>Stamis</u> | iaus ;  |    |
|--|---|----|
| On <u>lefzalle</u><br>Date                     | before me, Kimera L. Hall, Notary Public<br>Here Insert Name and Title of the Officer | ., |
| personally appeared _                          | Jeveny Ballard<br>Name(s) of Signer(e)  | -  |

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/bef/their authorized capacity(ies), and that by his/hef/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL** -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of Attached Document      |         |                                 |                         |  |  |  |
|---------------------------------------|---------|---------------------------------|-------------------------|--|--|--|
| Title or Type of Document:            |         | Document Date:                  |                         |  |  |  |
| Number of Pages: Signer(s) Other Than |         | amed Above:                     |                         |  |  |  |
| Capacity(ies) Claimed by Signer(s)    |         |                                 |                         |  |  |  |
| Signer's Name:                        |         | Signer's Name:                  |                         |  |  |  |
| Corporate Officer - Title(s):         |         | Corporate Officer – Title(s):   |                         |  |  |  |
| □ Partner – □ Limited □ General       |         | 🗆 Partner – 🗌 Limited 🛛 General |                         |  |  |  |
| □ Individual □ Attorney in Fact       | I       | Individual                      | Attorney in Fact        |  |  |  |
| □ Trustee □ Guardian or Conse         | ervator | Trustee                         | Guardian or Conservator |  |  |  |
| Other:                                |         | Other:                          |                         |  |  |  |
| Signer Is Representing:               |         | Signer Is Representing:         |                         |  |  |  |
|                                       |         | -                               |                         |  |  |  |

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#### GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY KIMERA L. HALL

COMMISSION NO. 2084258

DATE COMMISSION EXPIRES OCTOBER 29, 2018

PLACE OF EXECUTION

STANISLAUS COUNTY

(Date) June 30, 2016

Jennifer Åkin, Staff Services Tech Stanislaus County Department of Planning & Community Development

#### LOT LINE NO. PLN2014-0122

**OWNERS**:



#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California | )   |
|---------------------|---|
| County of Merced    |   |
| on 4/28/15          | before me, Sharon A. Farmer, Notary,      |
| Date                | Here Insert Name and Title of the Officer |
| personally appeared | Mandall C Bouce                           |
|                     | Name( <b>\$</b> ) of Signer( <b>\$</b> )  |

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

tion of Attached Decourses

- OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Description of A                |                          | A .              |                                 |  |  |
|---------------------------------|--------------------------|------------------|---------------------------------|--|--|
| Title or Type of                | Document: Lot Line Advis | tment Docu       | ment Date:                      |  |  |
| Number of Page                  | es: Signer(s) Other Thar | n Named Above: _ |                                 |  |  |
| Capacity(ies) C                 | laimed by Signer(s)      |                  |                                 |  |  |
| Signer's Name:                  |                          | Signer's Name:   |                                 |  |  |
| Corporate Officer – Title(s):   |                          | Corporate Of     | □ Corporate Officer - Title(s): |  |  |
| □ Partner – □ Limited □ General |                          | 🗆 Partner –      | Limited 🗌 General               |  |  |
| 🗆 Individual                    | Attorney in Fact         | 🗆 Individual     | Attorney in Fact                |  |  |
| Trustee                         | Guardian or Conservator  | Trustee          | Guardian or Conservator         |  |  |
| □ Other:                        |                          | Other:           |                                 |  |  |
|                                 | senting:                 |                  | esenting:                       |  |  |
|                                 |                          |                  |                                 |  |  |

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## CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| document.   |
|---|
| STATE OF CALIFORNIA }   |
| COUNTY OF STANISLAS   |
| On 5. 8.15 before me, E PEREZ. VECA, NOTARY BALL Notary   |
| Public,<br>Date (here insert name and title of the officer)   |
| personally appeared JAMES G. CREEFLIUS  |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are<br>subscribed to the within instrument and acknowledged to me that he/she/they executed the same<br>in/his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument<br>the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.<br>I certify under PENALTY OF PERJURY under the laws of the State of California that the<br>foregoing paragraph is true and correct. |
| WITNESS my hand and official seal.  |
| Signature:(Seal)<br>OPTIONAL  |
| Description of Attached Document  |
| Title or Type of Document: LOT LINE ADJUSTMENT Number of Pages:   |
| Document Date: Other:   |
| 2015 Apostille Service, 707-992-5551 www.CaliforniaApostille.us California Mobile Notary Network www.CAMNN.com  |

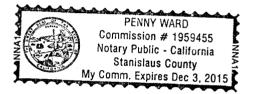
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Spins EPUNY (JARC , a notary public, before me On hnsonpersonally appeared who proved to me on the

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

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

WITNESS my hand and official seal. Signature 4



(Page 1 of 2)

Lot Line Adjustment 2014-0122

## **Unadjusted Parcels**

Legal Description

### Parcel 1: (Fresno Farming LLC) (2004-0123099)

All that portion of the Northwest quarter of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, described as follows:

**BEGINNING** at the quarter corner common to Sections 3 and 10 above township and range; thence South 00°13' East along the quarter Section line, 1876.63 feet to the North line of the land described in Deed to E. K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records; thence North 89°55' West along said Pedler North line 1562.00 feet, thence North 26°00' West 762.16 feet; thence North 55°50'30" East 656.96 feet; thence North 39°12' East 248.38 feet; thence North 21°07' West 792.57 feet to a point on the South line of Oakdale-Sonora State Highway, thence along the South line of said State Highway, North 69°56'30" East 1467.50 feet; thence continuing along said State Highway and along a curve to the left having a radius of 1030 feet, central angle of 5°40' a distance of 101.87 feet; thence South 0°10'30" East along the quarter section line of Section 3, a distance of 654.98 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of said property which lies Northerly of the Southerly line of the land conveyed to the State of California by Deed recorded September 24, 1956, in Volume 1386 of Official Records, Page 225, Stanislaus County Records.

### Parcel 2: (Montpelier Farming Corp) (LLA 2014-0121)

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

### TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 2710.61 feet to the southwest corner of said Parcel 11 and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 11, North 89°11'05" West, a distance of 15.82 feet;

thence North 00°22'21" East, a distance of 434.28 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along last said North line South 89°53'24" East, a distance of 7.50 feet to a point on said North-South centerline, being also a point on the West line of said Parcel 11;

thence along said North-South centerline South 00°25'42" East, a distance of 707.75 feet to the point of beginning.

(Page 2 of 2)

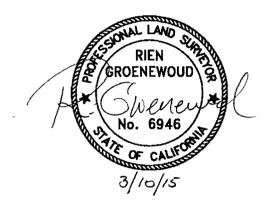
Lot Line Adjustment 2014-0122

## **Unadjusted Parcels**

Legal Description

#### Parcel 3: (Montpelier Farming Corp) (56-PM-97)

Parcel 13, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.



(Page 1 of 4)

Lot Line Adjustment 2014-0122

## **Resultant Parcel**

Legal Description

## Adjusted Parcel 1:

All that portion of the Northwest quarter of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, described as follows:

**BEGINNING** at the quarter corner common to Sections 3 and 10 above township and range; thence South 00°13' East along the quarter Section line, 1876.63 feet to the North line of the land described in Deed to E. K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records; thence North 89°55' West along said Pedler North line 1562.00 feet, thence North 26°00' West 762.16 feet; thence North 55°50'30" East 656.96 feet; thence North 39°12' East 248.38 feet; thence North 21°07' West 792.57 feet to a point on the South line of Oakdale-Sonora State Highway, thence along the South line of said State Highway, North 69°56'30" East 1467.50 feet; thence continuing along said State Highway and along a curve to the left having a radius of 1030 feet, central angle of 5°40' a distance of 101.87 feet; thence South 0°10'30" East along the quarter section line of Section 3, a distance of 654.98 feet to the point of beginning.

EXCEPTING THEREFROM all that portion of said property which lies Northerly of the Southerly line of the land conveyed to the State of California by Deed recorded September 24, 1956, in Volume 1386 of Official Records, Page 225, Stanislaus County Records.

### ALSO EXCEPTING THEREFROM:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 3418.35 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along said North line North 89°53'24" West, a distance of 7.50 feet;

thence leaving said North line and proceeding North 00°02'15" East, a distance of 921.77 feet to a point on said North-South centerline, last said point hereby designated as Point "A";

thence along said North-South centerline South 00°25'42" East, a distance of 921.81 feet to the point of beginning.

### TOGETHER WITH:

BEGINNING at abovementioned Point "A";

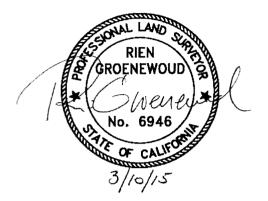
thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 708.15 feet to a point on the South line of the land described in Deed to State of California, recorded April 25, 1956 in Volume 1360 of Official Records, at Page 257, as Instrument No. 11519, Stanislaus County Records;

thence along said South line North 72°53'06" East, a distance of 6.03 feet;

(Page 2 of 4)

## Lot Line Adjustment 2014-0122

thence leaving said South line and proceeding South 00°02'15" West, a distance of 709.90 feet to the point of beginning.



(Page 3 of 4)

## Lot Line Adjustment 2014-0122

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 2:**

Parcel 11, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 2710.61 feet to the southwest corner of said Parcel 11 and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 11, North 89°11'05" West, a distance of 15.82 feet;

thence North 00°22'21" East, a distance of 434.28 feet;

thence North 00°02'34" East, a distance of 273.25 feet to a point on to the north line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records;

thence along last said North line South 89°53'24" East, a distance of 7.50 feet to a point on said North-South centerline, being also a point on the West line of said Parcel 11;

thence along said North-South centerline South 00°25'42" East, a distance of 707.75 feet to the point of beginning.

## ALSO TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 3418.35 feet to a point on the North line of the land described in Deed to E.K. Pedler, recorded March 7, 1933 in Volume 488 of Official Records, Page 330, Instrument No. 1906, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along said North line North 89°53'24" West, a distance of 7.50 feet;

thence leaving said North line and proceeding North 00°02'15" East, a distance of 609.35 feet to a point on the westerly extension of the North line of said Parcel 11;

thence along said westerly extension South 89°14'35" East, a distance of 2.54 feet to the northwest corner of said Parcel 11, being also a point on said North-South centerline:

thence along said North-South centerline South 00°25'42" East, a distance of 609.35 feet to the point of beginning.



(Page 4 cf 4)

## Lot Line Adjustment 2014-0122

## **Resultant Parcel**

Legal Description

## **Adjusted Parcel 3:**

Parcel 13, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the East half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

## TOGETHER WITH:

**COMMENCING** at the South quarter corner of said Section 10, said corner being marked with a 2" iron pipe, tagged "Genasci LS 8660";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 4027.70 feet to the southwest corner of said Parcel 13 and the **TRUE POINT OF BEGINNING** of this description;

thence leaving said North-South centerline and proceeding along the westerly extension of the South line of said Parcel 13 North 89°14'35" West, a distance of 2.54 feet;

thence North 00°02'15" East, a distance of 312.42 feet to a point on said North-South centerline, last said point being hereby designated as Point "A";

thence along said North-South centerline South 00°25'42" East, a distance of 312.46 feet to the point of beginning.

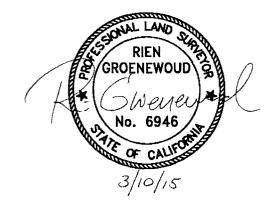
### **EXCEPTING THEREFROM:**

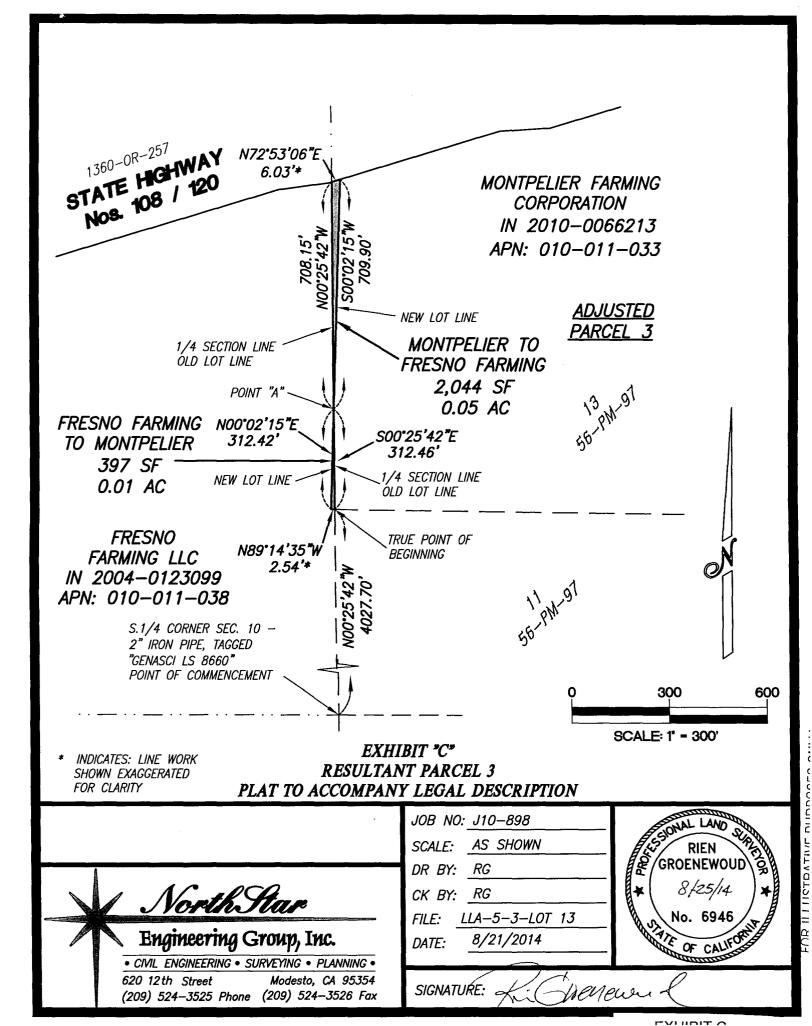
BEGINNING at abovementioned Point "A";

thence along the North-South centerline of said Section 10 North 00°25'42" West, a distance of 708.15 feet to a point on the South line of the land described in Deed to State of California, recorded April 25, 1956 in Volume 1360 of Official Records, at Page 257, as Instrument No. 11519, Stanislaus County Records;

thence along said South line North 72°53'06" East, a distance of 6.03 feet;

thence leaving said South line and proceeding South 00°02'15" West, a distance of 709.90 feet to the point of beginning.





THIS SPACE FOR RECORDER ONLY

RECORDING REQUESTED BY STANISLAUS COUNTY BOARD OF SUPERVISORS

WHEN RECORDED RETURN TO STANISLAUS COUNTY PLANNING DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT 1010 10<sup>th</sup> STREET, SUITE 3400 MODESTO, CA 95354

NOTICE OF RESCISSION AND SIMULTANEOUS RE-ENTRY INTO CALIFORNIA LAND CONSERVATION CONTRACT NO. <u>2017-0019</u>

## Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC- 2017-0040993-00 Acct 402-Counter Customers

Wednesday, JUN 07, 2017 11:04:57 Ttl Pd \$0.00 Rcpt # 0003981026 OJC/R2/1-13

THIS NOTICE OF RESCISSION AND CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into June 7, 2016, 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

SUNDANCE DEVELOPMENT, INC.

PO BOX 576309

MODESTO, CA 95357

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

| ASSESSORS<br>PARCEL NUMBER         |       | SITUS ADDRESS<br>(If none, please provide Legal Description) |
|------------------------------------|-------|--|
| Portions of 010-015-070, 075 & 076 | 49.22 | FOGARTY N OF ROAD, OAKDALE, CA                               |

Pursuant to Stanislaus County Board of Supervisors Resolution No <u>2016-286</u> relating to Lot Line Adjustment No. PLN<u>2013-0074</u> as authorized by Govt. Code § 51257, California Land Conservation Contract Nos. <u>77-2759</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.

#### **OWNERS:**

| NAME<br>(Print or type)         | SIGNATURE<br>(All to be notarized) | DATE                  | SIGNED AT (City) |
|---------------------------------|------------------------------------|-----------------------|------------------|
| Greg L. Ellis<br>President sund | my 2 Cu-                           | $\frac{1/15/16}{nc.}$ | modesto, CA      |
|                                 |                                    |                       |                  |
|                                 |                                    |                       |                  |
| SECURITY HOLDERS:               |                                    | :                     |                  |
| OWNERS:                         |                                    | *                     |                  |
| NAME<br>(Print or type)         | SIGNATURE<br>(All to be notarized) | DATE                  | SIGNED AT (City) |
|                                 |                                    |                       |                  |
|                                 |                                    |                       |                  |
|                                 |                                    |                       |                  |

EXHIBITS:

(A) Legal description of Parcel covered under old contract

(B) Legal description of newly configured Parcel covered under new contract

(C) Board of Supervisors Action Item approving referenced rescission and new contract

COUNTY: Stanislaus County

2017 Dated

6-----

Chairman, Board of Supervisors Angela Freitas for Vito Chiesa

it/planning project forms/lot lines & mergers/williamson act lot lines/willyact&ll tentative approval letter.doc

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189** 

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California<br>County of <u>Stanislans</u> | )   |
|--|---|
| On July 15, 2016 before me,                        | Christing McNertney, #<br>Here Insert Name and Title of the Officer |
| personally appeared Greg L. E                      | Name(s) of Signer(s)  |

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/aresubscribed to the within instrument and acknowledged to me that he/che/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.



Notary Public

**Description of Attached Document** 

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 Chusting Mchatner Signature of Notary Public

Place Notary Seal Above

· OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Title or Type of              | Document:               | Document Date:   |                                       |  |  |
|-------------------------------|-------------------------|------------------|---------------------------------------|--|--|
| Number of Pag                 | es: Signer(s) Other Tha | n Named Above: _ |                                       |  |  |
| Capacity(ies) C               | laimed by Signer(s)     |                  |                                       |  |  |
| Signer's Name:                |                         | Signer's Name:   |                                       |  |  |
| Corporate Officer - Title(s): |                         | Corporate Of     | Corporate Officer – Title(s):         |  |  |
| 🗆 Partner – 🗆                 | Limited General         | 🗆 Partner –      | Limited 🗌 General                     |  |  |
| 🗋 Individual                  | Attorney in Fact        | 🗋 Individual     | Attorney in Fact                      |  |  |
| Trustee                       | Guardian or Conservator | 🗔 Trustee        | Guardian or Conservator               |  |  |
| 🗋 Other:                      |                         | □ Other:         |                                       |  |  |
| Signer Is Representing:       |                         | Signer Is Repre  | esenting:                             |  |  |
| 0                             | 0                       |                  | · · · · · · · · · · · · · · · · · · · |  |  |

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

### GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY CHRISTINA McNERTNEY

COMMISSION NO. 20153946

DATE COMMISSION EXPIRES May 20, 2020

PLACE OF EXECUTION

Stanislaus

<u>May 17, 2017</u> (Date)

(Signature)

Stanislaus County Department of Planning & Community Development

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California ) County of Stanislaus )

On June 5, 2017 before me, <u>Christine Michele Smith</u>, <u>Notary Public</u>, personally appeared <u>Angela Freitas</u>, 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 <u>he/she/they</u> executed the same in <u>his/her/their</u> authorized capacity(ies), and that by <u>his/her/their</u> 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 of Notary

#### **OPTIONAL**

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

#### **DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document: Rescission Subject: WAC – DOC2017-0019 Located at: 010-015-070, 075, & 076 Date of Document: 6/5/2017 Number of Pages in words: Signer(s) Other Than Named Above:

#### **CAPACITY(IES) CLAIMED BY SIGNER(S)**

| Signer's Name:   | Signer's Name:   | -    |
|--|--|------|
| <ul> <li>Individual(s)</li> <li>Corporate Officer<br/>Title(s):</li> <li>Partner(s) - () Limited () General</li> <li>Attorney-In-Fact</li> <li>Trustee(s)</li> <li>Guardian/Conservator</li> </ul> | <ul> <li>() Individual(s)</li> <li>() Corporate Officer<br/>Title(s):</li> <li>() Partner(s) - () Limited () General</li> <li>() Attorney-In-Fact</li> <li>() Trustee(s)</li> <li>() Guardian/Conservator</li> </ul> |      |
| Other:     RIGHT THUMB   | Conservator Conservator RIGHT TH   | IUMB |
| SIGNER IS REPRESENTING:  | SIGNER IS REPRESENTING:  |      |
| 9/13/2016  |  |      |

#### Lot Line Adjustment 2013-0074

#### Unadjusted Parcels Legal Description

#### Parcel 1: (Sundance) (LLA-98-08)

The West half of the northeast quarter and all that portion of the northeast quarter of the northeast quarter of said Section 15 lying North and Westerly of the right-of-way of the canal of the Oakdale Irrigation District, as conveyed by deed recorded February 28, 1912 in volume 87 of deeds, at page 307.

#### **EXCEPTING THEREFROM:**

The Westerly 161.59 feet of the Northeast quarter of said Section 15 (said Easterly line of Westerly 161.59 feet being measured at right angles to and parallel with the North/South quarter section line of said Section 15).

#### ALSO EXCEPTING THEREFROM:

The following described property conveyed to Edmund A. Rosasco by deed recorded June 11, 1941 in Volume 736 of Official Records, at page 242:

BEING all that portion of the southeast quarter of the northwest quarter and southwest quarter of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, which lies south of the Sierra Railroad, as said railroad existed June 11, 1941.

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

#### Parcel 2: (Montpelier Farming Corporation) (56-PM-97)

Parcel 7, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### Parcel 3: (Montpelier Farming Corporation) (LLA 2014-0121)

Parcel 8, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### **TOGETHER WITH:**

**BEGINNING** at the southwest corner of said Parcel 8, said corner being also the South quarter corner of said Section 10 and being marked with a 2" iron pipe, tagged "Genasci LS 8660"; thence along the South line of said Section 10 North 89°52'22" West, a distance of 26.71 feet;

thence leaving said South line and proceeding North 00°15'18" West, a distance of 744.87 feet; thence North 01°09'07" West, a distance of 623.28 feet to a point on the westerly extension of the North line of said Parcel 8;

thence along said westerly extension South 89°26'43" East, a distance of 32.33 feet to the northwest corner of said Parcel 8;

thence along the West line of said Parcel 8 South 00°25'42" East, a distance of 1367.81 feet to the point of beginning.



(Page 1 of 3)

#### Lot Line Adjustment 2013-0074

### **Resultant Parcel**

Legal Description

### Adjusted Parcel 1:

The West half of the northeast quarter and all that portion of the northeast quarter of the northeast quarter of said Section 15 lying North and Westerly of the right-of-way of the canal of the Oakdale Irrigation District, as conveyed by deed recorded February 28, 1912 in volume 87 of deeds, at page 307.

#### **TOGETHER WITH:**

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 837.04 feet to the West line of the 100-foot wide Oakdale Irrigation District South Main Canal and the **TRUE POINT OF BEGINNING** of this description;

thence continuing along said South line North 89°52'22" West, a distance of 1649.30 feet; thence leaving said South line and proceeding North 00°26'36" East, a distance of 35.59 feet; thence South 89°37'39" East, a distance of 1105.82 feet;

thence South 89°33'24" East, a distance of 564.75 feet to said West line of the 100-foot wide South Main Canal;

thence along said West line South 37°50'07" West, a distance of 35.06 feet to the point of beginning.

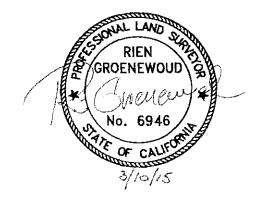
#### EXCEPTING THEREFROM:

The Westerly 161.59 feet of the Northeast quarter of said Section 15 (said Easterly line of Westerly 161.59 feet being measured at right angles to and parallel with the North/South guarter section line of said Section 15).

#### ALSO EXCEPTING THEREFROM:

The following described property conveyed to Edmund A. Rosasco by deed recorded June 11, 1941 in Volume 736 of Official Records, at page 242:

BEING all that portion of the southeast quarter of the northwest quarter and southwest quarter of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, which lies south of the Sierra Railroad, as said railroad existed June 11, 1941.



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

DEPT: Planning and Community Development

BOARD AGENDA #: \*D-1

AGENDA DATE: June 7, 2016

#### SUBJECT:

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

| BOARD ACTION AS FOLLOWS:                       | <b>No.</b> 2016-286               |
|--|-----------------------------------|
| On motion of Supervisor Chiesa                 | , Seconded by Supervisor _Withrow |
| and approved by the following vote,            |                                   |
| Ayes: Supervisors: O'Brien, Chiesa, Withrow, I | DeMartini, and Chairman Monteith  |
| Noes: Supervisors: None                        |                                   |
| Everynand on Alexandy Crimensianany, Mana      |                                   |
| Abstaining: Supervisor: None                   |                                   |
| 1) X Approved as recommended                   |                                   |
| 2) Denied                                      |                                   |
| 3) Approved as amended                         |                                   |
| 4) Other:                                      |                                   |
| MOTION   |                                   |

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors. ELIZABETH A. KING Clerk of the Board of Supervisors of the County of Stanislaus, State of California

ATTEST:

Bv \ A. KING, Clerk of the Board of Supervisors File No

**UIN 2**4 2016

# THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

| DEPT:  | Planning and C | community Develop | oment | BOARD AGENDA #:    | *D-1       |   |
|--------|----------------|-------------------|-------|--------------------|------------|---|
|        | Urgent C       | Routine 🖲         | 0C    | AGENDA DATE: Ju    | ne 7, 2016 | _ |
| CEO CO | NCURRENCE:     |                   | [1]   | 4/5 Vote Required: | /es O No ⊙ |   |
|        |                |                   |       |                    |            |   |

#### SUBJECT:

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

#### STAFF RECOMMENDATIONS:

- 1. Pursuant to California Government Code Section 51257, determine that the following seven findings can be made based on the written evidence submitted by the applicant:
  - a. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcels for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than ten years, except as authorized under the County implementation of AB1265.
  - 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.

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

- Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located east of Wamble Road, Between North Fogarty Road and State Route 108/120, east of the City of Oakdale.
- 3. Approve new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.
- 4. Authorize the Director of Planning and Community Development to execute new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.

#### **DISCUSSION:**

1. 6 8

This request involves five separate lot line adjustment applications to be processed simultaneously for approval of the desired final parcel configurations needed to correct property lines for existing access roads and fences. In total, there will be only 11 parcels involved in the five separate applications as some parcels are utilized multiple times. The parcels involved in the lot line adjustments are located east of Wamble Road, between North Fogarty Road and State Route 108/120, east of the City of Oakdale, in the unincorporated area of Stanislaus County. An area map of the 1,224 acre project site as presently sized, including the area covered by each of the lot line adjustment applications, is provided in Attachment 1. An overview of the lot line adjustment applications, include property owners, parcel sizes (existing and proposed), Williamson Act Contract information, and current development/use of the parcels is provided in Attachment 2. Attachments 3-7 provide before and after maps of each of the five proposed lot line adjustments.

The Williamson Act requires Board action to rescind and simultaneously enter into a new contract, or contracts, reflecting adjusted parcel configurations. Staff has reviewed all five lot line adjustment applications for compliance with the County's General Plan and all applicable zoning and Williamson Act criteria and determined that the applications meet the requirements for approval.

In total, 10 of the 11 parcels involved are enrolled in four separate contracts. However, if this lot line is approved, all 11 parcels will be enrolled in new contracts. This will encumber an additional 48.01 acres into the Williamson Act and bring the total number of acres covered under the Williamson Act to 1,224 acres.

Pursuant to California Government Code Section 51257, the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts, provided that the Board 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 ten years, except as authorized under the County's implementation of AB1265.

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

- 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 California Government Code Section 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.")

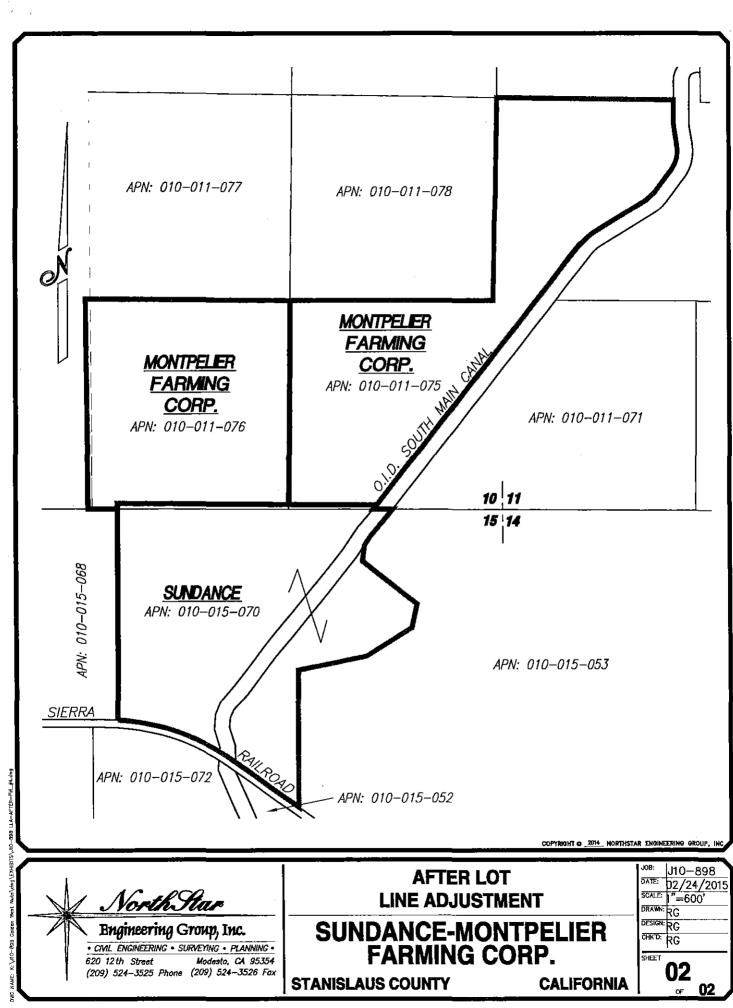
- 5. The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
- The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
- 7. The lot line adjustment 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.

Staff believes that all the findings can be made as the proposed lot line adjustments will not increase the number of developable parcels, will not reduce the number of acres covered under contract, and will not compromise the continued agricultural use of the parcels.

New Williamson Act Contracts would typically come before the Board once a year, in December. Williamson Act Contracts for 2016 came before the Board on December 15, 2015; however, 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 all new contracts supersede all existing contracts, upon recording. As in the case with all Williamson Act Contracts in Stanislaus County, the new contracts will be subject to the provisions of AB1265.

#### POLICY ISSUE:

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's policies specifically state that the County shall continue to administer lot



12.00

FOR ILL HISTRATIVE PURPOSES ONLY

RECORDING REQUESTED BY STANISLAUS COUNTY BOARD OF SUPERVISORS

WHEN RECORDED RETURN TO STANISLAUS COUNTY PLANNING DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT 1010 10<sup>th</sup> STREET, SUITE 3400 MODESTO, CA 95354

NOTICE OF RESCISSION AND SIMULTANEOUS RE-ENTRY INTO CALIFORNIA LAND CONSERVATION CONTRACT NO. <u>2017-0019</u>

## THIS SPACE FOR RECORDER ONLY Stanislaus, County Recorder Lee Lundrigan Co Recorder Office DOC- 2017-0040993-00

Acct 402-Counter Customers Wednesday, JUN 07, 2017 11:04:57 Ttl Pd \$0.00 Rcpt # 0003981026 OJC/R2/1-13

THIS NOTICE OF RESCISSION AND CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into <u>June 7, 2016</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:                   | SUNDANCE DEVELOPM              | IE <u>NT,</u> INC  |
|-------------------------------------|--------------------------------|--|
|                                     | PO BOX 576309                  |  |
|                                     | MODESTO, CA 95357              |  |
| (16) Owner desires to place the fol | lowing parcels of real propert | y under Contract:  |
| ASSESSORS<br>PARCEL NUMBER          | ACREAGE                        | SITUS ADDRESS<br>(If none, please provide Legal Description) |
| Portions of 010-015-070, 075 & 076  | 49.22                          | FOGARTY N OF ROAD, OAKDALE, CA                               |
|                                     |                                |  |
|                                     |                                |  |
|                                     |                                |  |
|                                     |                                | ······································                       |

Pursuant to Stanislaus County Board of Supervisors Resolution No <u>2016-286</u> relating to Lot Line Adjustment No. PLN<u>2013-0074</u> as authorized by Govt. Code § 51257, California Land Conservation Contract Nos. <u>77-2759</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

1.1

- (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.

#### OWNERS:

| NAME<br>(Print or type)         | SIGNATURE (All to be notarized)       | DATE                 | SIGNED AT (City) |
|---------------------------------|---------------------------------------|----------------------|------------------|
| Greg L. Ellis<br>President sund | Hance Development, li                 | $\frac{7/15/16}{1c}$ | modesto, CA      |
|                                 |                                       |                      |                  |
|                                 | · · · · · · · · · · · · · · · · · · · |                      |                  |
| SECURITY HOLDERS:               |                                       |                      |                  |
| OWNERS:                         |                                       | ě.                   |                  |
| NAME<br>(Print or type)         | SIGNATURE<br>(All to be notarized)    | DATE                 | SIGNED AT (City) |
|                                 |                                       |                      |                  |
|                                 |                                       |                      |                  |
|                                 |                                       |                      |                  |
|                                 |                                       | <u></u>              |                  |

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

05-2017

Dated

Chairman, Board of Supervisors Angela Freitas for Vito Chiesa

i:\planning project forms\lot lines & mergers\williamson act lot lines\willyact&ll tentative approval letter.doc

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

#### CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California<br>County of <u>Stanis</u> ans | )   |
|--|---|
| On July 15, 2016 before me,                        | Christing McNertney, #<br>Here Insert Name and Title of the Officer |
| personally appeared <u>Grea L</u> .                | E[lis<br>Name(s) of Signer(s)                                       |

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/aresubscribed to the within instrument and acknowledged to me that he/ehe/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.



Notary Public

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 Christing Mchitney Signature of Notary Public

Place Notary Seal Above

**Description of Attached Document** 

**OPTIONAL** '

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

| Title or Type of Document:            | Document Date:                    |  |  |  |
|---------------------------------------|-----------------------------------|--|--|--|
| Number of Pages: Signer(s) Other That | Than Named Above:                 |  |  |  |
| Capacity(ies) Claimed by Signer(s)    |                                   |  |  |  |
| Signer's Name:                        | _ Signer's Name:                  |  |  |  |
| Corporate Officer - Title(s):         | Corporate Officer – Title(s):     |  |  |  |
| 🗋 Partner – 🗌 Limited 🛛 General       | 🗆 Partner — 🗔 Limited 🛛 🗋 General |  |  |  |
| Individual Attorney in Fact           | 🗆 Individual 👘 🗆 Attorney in Fact |  |  |  |
| Trustee     Guardian or Conservator   | ☐ Trustee                         |  |  |  |
| Other:                                | 🗋 Other:                          |  |  |  |
| Signer Is Representing:               | Signer Is Representing:           |  |  |  |

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#### GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY CHRISTINA McNERTNEY

COMMISSION NO. 20153946

DATE COMMISSION EXPIRES May 20, 2020

PLACE OF EXECUTION

Stanislaus

<u>May 17, 2017</u> (Date)

(Signature)

Stanislaus County Department of Planning & Community Development

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Stanislaus )

On June 5, 2017 before me, Christine Michele Smith, Notary Public, personally appeared Angela Freitas, 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.

CHRISTINE MICHELE SMITH Commission # 2084523 Notary Public - California Stanislaus County My Comm. Expires Oct 30, 2018 WITNESS my hand and official seal.

Signature of Notary

#### **OPTIONAL**

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

#### DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Rescission Subject: WAC - DOC2017-0019 Located at: 010-015-070, 075, & 076 Date of Document: 6/5/2017 Number of Pages in words: Signer(s) Other Than Named Above:

CAPACITY(IES) CLAIMED BY SIGNER(S)

| Signer's Name:               |                                       |
|------------------------------|---------------------------------------|
| ( ) Individual(s)            |                                       |
| () Corporate Officer         |                                       |
| Title(s):                    |                                       |
| () Partner(s) - () Limited ( | ) General                             |
| () Attorney-In-Fact          |                                       |
| () Trustee(s)                |                                       |
| () Guardian/Conservator      | · · · · · · · · · · · · · · · · · · · |
| () Other:                    | <b>RIGHT THUMB</b>                    |
|                              |                                       |
|                              |                                       |
| SIGNER IS REPRESENTING:      |                                       |
| ·                            |                                       |
|                              |                                       |
|                              |                                       |

| () Individual(s)      |                    |
|-----------------------|--------------------|
| () Corporate Officer  |                    |
| Title(s):             | . <u> </u>         |
| () Partner(s) - ()    | Limited () General |
| () Attorney-In-Fact   |                    |
| () Trustee(s)         |                    |
| ( ) Guardian/Conserva | tor                |
| () Other:             | RIGHT THUME        |
|                       |                    |
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|                       |                    |
| SIGNER IS REPRESEN    | TING:              |
|                       |                    |
|                       |                    |
| · · ·                 |                    |

#### Civil Code § 1189



Lot Line Adjustment 2013-0074

## Unadjusted Parcels

Legal Description

#### Parcel 1: (Sundance) (LLA-98-08)

The West half of the northeast quarter and all that portion of the northeast quarter of the northeast quarter of said Section 15 lying North and Westerly of the right-of-way of the canal of the Oakdale Irrigation District, as conveyed by deed recorded February 28, 1912 in volume 87 of deeds, at page 307.

#### **EXCEPTING THEREFROM:**

The Westerly 161.59 feet of the Northeast quarter of said Section 15 (said Easterly line of Westerly 161.59 feet being measured at right angles to and parallel with the North/South quarter section line of said Section 15).

#### ALSO EXCEPTING THEREFROM:

The following described property conveyed to Edmund A. Rosasco by deed recorded June 11, 1941 in Volume 736 of Official Records, at page 242:

BEING all that portion of the southeast quarter of the northwest quarter and southwest quarter of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, which lies south of the Sierra Railroad, as said railroad existed June 11, 1941.

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

### Parcel 2: (Montpelier Farming Corporation) (56-PM-97)

Parcel 7, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

### Parcel 3: (Montpelier Farming Corporation) (LLA 2014-0121)

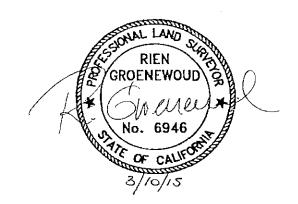
Parcel 8, as shown on that certain map, filed for record on May 13, 2014 in Book 56 of Parcel Maps, at Page 97, Stanislaus County Records, situate in the South half of Section 10, Township 2 South, Range 11 East, Mount Diablo Meridian, in the County of Stanislaus, State of California.

#### TOGETHER WITH:

**BEGINNING** at the southwest corner of said Parcel 8, said corner being also the South quarter corner of said Section 10 and being marked with a 2" iron pipe, tagged "Genasci LS 8660"; thence along the South line of said Section 10 North 89°52'22" West, a distance of 26.71 feet; thence leaving said South line and proceeding North 00°15'18" West, a distance of 744.87 feet; thence North 01°09'07" West, a distance of 623.28 feet to a point on the westerly extension of the North line of said Parcel 8;

thence along said westerly extension South 89°26'43" East, a distance of 32.33 feet to the northwest corner of said Parcel 8;

thence along the West line of said Parcel 8 South 00°25'42" East, a distance of 1367.81 feet to the point of beginning.



(Page 1 of 3)

#### Lot Line Adjustment 2013-0074

#### **Resultant Parcel**

Legal Description

#### **Adjusted Parcel 1:**

The West half of the northeast quarter and all that portion of the northeast quarter of the northeast quarter of said Section 15 lying North and Westerly of the right-of-way of the canal of the Oakdale Irrigation District, as conveyed by deed recorded February 28, 1912 in volume 87 of deeds, at page 307.

#### TOGETHER WITH:

**COMMENCING** at the corner common to Sections 10, 11, 14 and 15, said Township and Range; thence along the South line of said Section 10 North 89°52'22" West, a distance of 837.04 feet to the West line of the 100-foot wide Oakdale Irrigation District South Main Canal and the **TRUE POINT OF BEGINNING** of this description;

thence continuing along said South line North 89°52'22" West, a distance of 1649.30 feet; thence leaving said South line and proceeding North 00°26'36" East, a distance of 35.59 feet; thence South 89°37'39" East, a distance of 1105.82 feet;

thence South 89°33'24" East, a distance of 564.75 feet to said West line of the 100-foot wide South Main Canal;

thence along said West line South 37°50'07" West, a distance of 35.06 feet to the point of beginning.

#### **EXCEPTING THEREFROM:**

The Westerly 161.59 feet of the Northeast quarter of said Section 15 (said Easterly line of Westerly 161.59 feet being measured at right angles to and parallel with the North/South quarter section line of said Section 15).

#### ALSO EXCEPTING THEREFROM:

The following described property conveyed to Edmund A. Rosasco by deed recorded June 11, 1941 in Volume 736 of Official Records, at page 242:

BEING all that portion of the southeast quarter of the northwest quarter and southwest quarter of the northeast quarter of Section 15, Township 2 South, Range 11 East, Mount Diablo Meridian, which lies south of the Sierra Railroad, as said railroad existed June 11, 1941.



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

BOARD AGENDA #: DEPT: Planning and Community Development

ETH A. KING, Clerk of the Board of Supervisors

\*D-1

SUBJECT:

AGENDA DATE: June 7, 2016

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

| BOARD ACTION AS FOLLOWS:              | <b>No.</b> 2016-286               |
|---------------------------------------|-----------------------------------|
| On motion of Supervisor Chiesa        | , Seconded by Supervisor _Withrow |
| and approved by the following vote,   |                                   |
|                                       | DeMartini, and Chairman Monteith  |
| Noes: Supervisors: None               |                                   |
| Eveneed on Absort Conservations, Mana |                                   |
|                                       |                                   |
| 1) X Approved as recommended          |                                   |
| 2) Denied                             |                                   |
| 3) Approved as amended                |                                   |
| 4) Other:                             |                                   |
| MOTION                                |                                   |

|   |  | UN 2 A            |
|---|--|-------------------|
| ¢ | I hereby certify that the foregoing is a full,<br>true and correct copy of the Original entered<br>in the Minutes of the Board of Supervisors.<br>ELIZABETH A. KING<br>Clerk of the Board of Supervisors of the<br>County of Stanislaus, State of California | SUPERIOR SUPERIOR |

File No.

# THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

| DEPT:  | Planning and C | community Develop | oment | BOARD AGENDA #:      | *D-1       |
|--------|----------------|-------------------|-------|----------------------|------------|
| -      | Urgent C       | Routine 💽         | DC    | AGENDA DATE: Jur     | າe 7, 2016 |
|        |                |                   | 11    |                      |            |
| CEO CC | NCURRENCE:     |                   |       | 4/5 Vote Required: Y | es O No O  |

#### SUBJECT:

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

#### STAFF RECOMMENDATIONS:

- 1. Pursuant to California Government Code Section 51257, determine that the following seven findings can be made based on the written evidence submitted by the applicant:
  - a. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcels for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than ten years, except as authorized under the County implementation of AB1265.
  - 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.
  - 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.

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

- 2. Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located east of Wamble Road, Between North Fogarty Road and State Route 108/120, east of the City of Oakdale.
- 3. Approve new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.
- 4. Authorize the Director of Planning and Community Development to execute new contracts pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074 and PLN 2014-0121, 2014-0122.

#### **DISCUSSION:**

This request involves five separate lot line adjustment applications to be processed simultaneously for approval of the desired final parcel configurations needed to correct property lines for existing access roads and fences. In total, there will be only 11 parcels involved in the five separate applications as some parcels are utilized multiple times. The parcels involved in the lot line adjustments are located east of Wamble Road, between North Fogarty Road and State Route 108/120, east of the City of Oakdale, in the unincorporated area of Stanislaus County. An area map of the 1,224 acre project site as presently sized, including the area covered by each of the lot line adjustment applications, is provided in Attachment 1. An overview of the lot line adjustment applications, include property owners, parcel sizes (existing and proposed), Williamson Act Contract information, and current development/use of the parcels is provided in Attachment 2. Attachments 3-7 provide before and after maps of each of the five proposed lot line adjustments.

The Williamson Act requires Board action to rescind and simultaneously enter into a new contract, or contracts, reflecting adjusted parcel configurations. Staff has reviewed all five lot line adjustment applications for compliance with the County's General Plan and all applicable zoning and Williamson Act criteria and determined that the applications meet the requirements for approval.

In total, 10 of the 11 parcels involved are enrolled in four separate contracts. However, if this lot line is approved, all 11 parcels will be enrolled in new contracts. This will encumber an additional 48.01 acres into the Williamson Act and bring the total number of acres covered under the Williamson Act to 1,224 acres.

Pursuant to California Government Code Section 51257, the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts, provided that the Board 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 ten years, except as authorized under the County's implementation of AB1265.

Approval to Rescind Williamson Act Contract Nos. 1972-0497 and 1977-2759 and Portions of Contract Nos. 1976-2367, and 1996-4325, Located East of Wamble Road, Between North Fogarty Road and State Route 108/120, East of the City of Oakdale; and Approval of New Contracts Pursuant to Lot Line Adjustment Application Nos. PLN 2013-0072, 2013-0073, 2013-0074, 2014-0121, and 2014-0122

- 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.
- 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 California Government Code Section 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.
- 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.

Staff believes that all the findings can be made as the proposed lot line adjustments will not increase the number of developable parcels, will not reduce the number of acres covered under contract, and will not compromise the continued agricultural use of the parcels.

New Williamson Act Contracts would typically come before the Board once a year, in December. Williamson Act Contracts for 2016 came before the Board on December 15, 2015; however, 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 all new contracts supersede all existing contracts, upon recording. As in the case with all Williamson Act Contracts in Stanislaus County, the new contracts will be subject to the provisions of AB1265.

#### POLICY ISSUE:

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's policies specifically state that the County shall continue to administer lot

