

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

DEPT: Planning and Community Development

BOARD AGENDA #: \*D-2

AGENDA DATE: July 11, 2017

**SUBJECT:**

Approval to Rescind All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

BOARD ACTION AS FOLLOWS:

No. 2017-390

On motion of Supervisor Withrow, Seconded by Supervisor Olsen  
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST: Elizabeth A. King  
ELIZABETH A. KING, Clerk of the Board of Supervisors

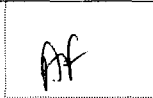
File No.

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

DEPT: Planning and Community Development  
Urgent       Routine

BOARD AGENDA #: \*D-2

AGENDA DATE: July 11, 2017



CEO CONCURRENCE: \_\_\_\_\_

4/5 Vote Required: Yes       No

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**SUBJECT:**

Approval to Rescind All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

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**STAFF RECOMMENDATIONS:**

1. Pursuant to 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restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract, or contracts, but for not less than ten years, except as authorized under the County's implementation of Assembly Bill (AB) 1265.
  - 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 Government Code 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 All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

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2. Rescind all of Williamson Act Contract Nos. 1972-0544, and 2008-16, located at 23806 and 23918 Yosemite Boulevard, between Crabtree Road and La Grange Road, north of the Tuolumne River (APNs: 008-020-015 and 008-020-022).
3. Approve a new contract, or contracts, pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur.
4. Authorize the Director of Planning and Community Development to execute a new contract, or contracts, pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur.

#### **DISCUSSION:**

The lot line adjustment request includes the adjustment of two parcels (92.8 total acres) to correct for existing fencing that has been constructed across property lines. An overview of the Lot Line Adjustment application, including property owners, parcel sizes (existing and proposed), Williamson Act Contract information, and current development/use is provided in Attachment 1. Before and after maps of the proposed lot line adjustment are provided in Attachments 2 and 3.

The Williamson Act requires Board of Supervisor action to rescind and simultaneously enter into a new contract, or contracts, reflecting adjusted parcel configurations. Staff has reviewed the Lot Line Adjustment application for compliance with the County's General Plan and all applicable zoning and Williamson Act criteria and determined that the application meets the requirements for approval.

Parcel 1 is currently enrolled in Williamson Act Contract No. 1972-0544 and Parcel 2 is enrolled in Williamson Act Contract 2008-16. If this lot line is approved, both proposed parcels (92.8 acres total) will be enrolled in a new contract, or contracts.

Pursuant to California Government Code Section 51257, the parties to a contract, or contracts, may mutually agree to rescind the contract, or contracts, and simultaneously re-enter into a new contract, or contracts, provided that the Board of Supervisors 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.

Approval to Rescind All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

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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 Government Code Section 51222.

Note: the definition in 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 all the findings can be made as the proposed lot line adjustment will not increase the number of developable parcels, will not reduce the number of acres covered under contract, or contracts, and will not compromise the continued agricultural use of the parcels. The Applicant's Statement of Findings is provided in Attachment 4.

New Williamson Act Contracts would typically come before the Board of Supervisors once a year, in December; 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. As is the case with all Williamson Act Contracts in Stanislaus County, the new contract, or 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 Stanislaus 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:**

Costs associated with this item are covered by a Lot Line Adjustment application fee. It is anticipated that there will be no net change in property tax or other revenue, therefore providing no additional fiscal effect.

Approval to Rescind All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

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**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:**

Planning and Community Development Department staff is responsible for reviewing all applications, preparing all reports, and attending meetings associated with the proposed Lot Line Adjustment application.

**CONTACT PERSON:**

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

**ATTACHMENT(S):**

1. Williamson Act and Lot Line Adjustment Request Overview
2. Map of Parcels Before the Proposed Lot Line Adjustment
3. Map of Parcels After the Proposed Lot Line Adjustment
4. Applicant's Statement of Findings

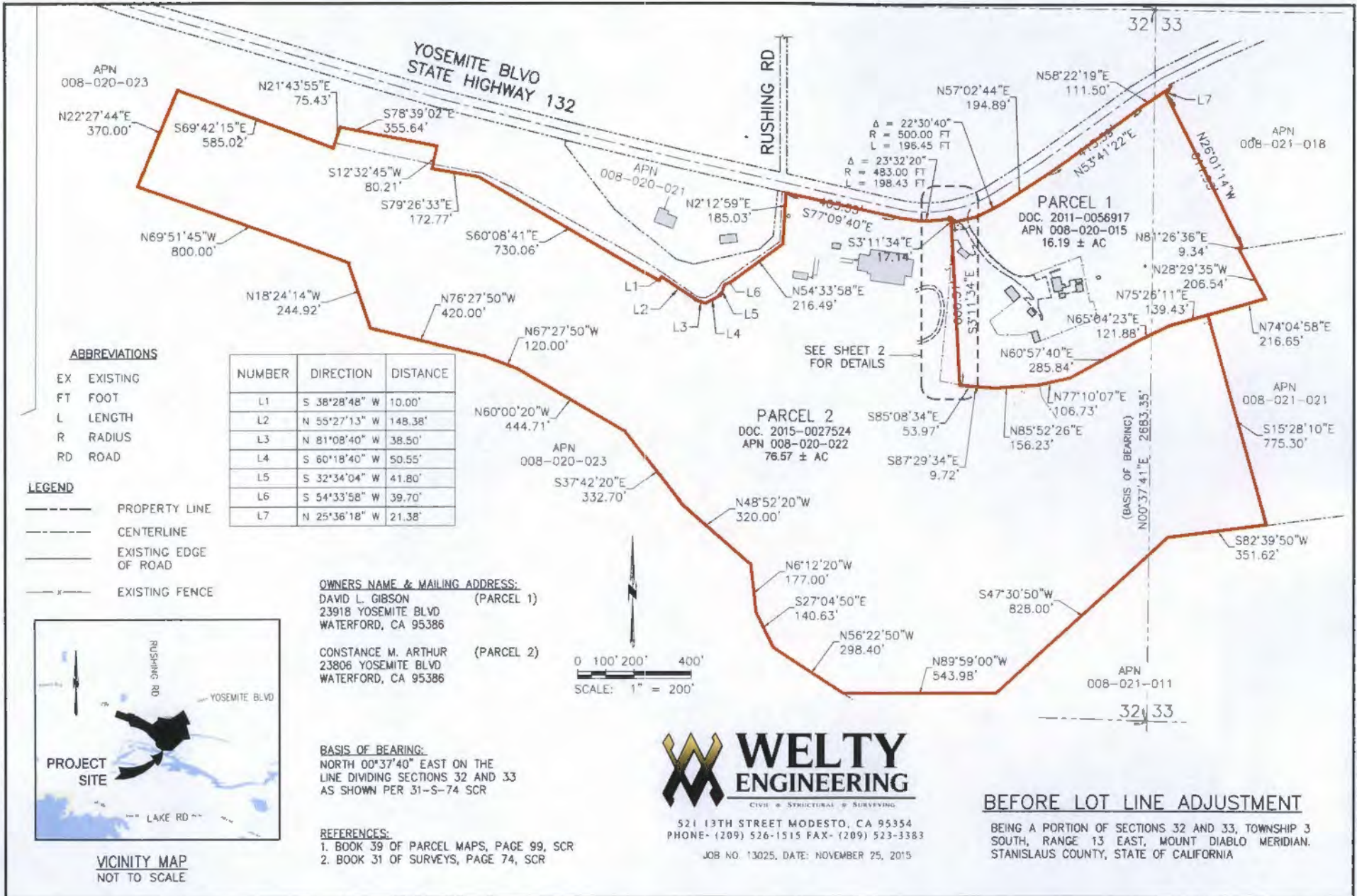
# Attachment 1

Williamson Act & Lot Line Adjustment (LLA) Overview

LLA Parcel No.	Assessors Parcel No. (APN)		Parcel Owners/Applicants	Williamson Contract				Parcel Size (Acres)		Existing Use/Development
	No.	Portion Y/N		Contract No.	Portion Y/N	Acreage		Existing	Proposed	
						Existing	Proposed			
<b>LLA Application No. PLN 2015-0084 -Gibson and Arthur</b>										
1	008-020-015	N	David Gibson TR	1972-0544	N	16.19	16.59	16.19	16.59	Single Family - Dwelling, Pasture, Accessory Structures
2	008-020-022	N	Constance Arthur	2008-16	N	76.57	76.17	76.57	76.17	Single Family - Dwelling, Pasture, Horse Shelter Barn
<b>Total Acreage:</b>						<b>92.8</b>	<b>92.8</b>	<b>92.8</b>	<b>92.8</b>	

# Attachment 2





**ABBREVIATIONS**

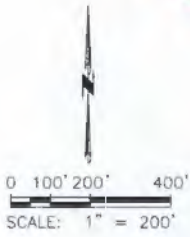
- EX EXISTING
- FT FOOT
- L LENGTH
- R RADIUS
- RD ROAD

**LEGEND**

- PROPERTY LINE
- CENTERLINE
- EXISTING EDGE OF ROAD
- EXISTING FENCE

NUMBER	DIRECTION	DISTANCE
L1	S 38°28'48" W	10.00'
L2	N 55°27'13" W	148.38'
L3	N 81°08'40" W	38.50'
L4	S 60°18'40" W	50.55'
L5	S 32°34'04" W	41.80'
L6	S 54°33'58" W	39.70'
L7	N 25°36'18" W	21.38'

**OWNERS NAME & MAILING ADDRESS:**  
 DAVID L. GIBSON (PARCEL 1)  
 23918 YOSEMITE BLVD  
 WATERFORD, CA 95386  
 CONSTANCE M. ARTHUR (PARCEL 2)  
 23806 YOSEMITE BLVD  
 WATERFORD, CA 95386

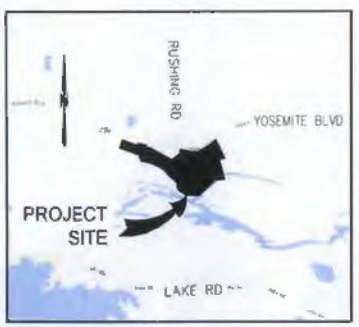


**BASIS OF BEARING:**  
 NORTH 00°37'40" EAST ON THE  
 LINE DIVIDING SECTIONS 32 AND 33  
 AS SHOWN PER 31-S-74 SCR

- REFERENCES:**
- BOOK 39 OF PARCEL MAPS, PAGE 99, SCR
  - BOOK 31 OF SURVEYS, PAGE 74, SCR

**WELTY ENGINEERING**  
 CIVIL • STRUCTURAL • SURVEYING  
 521 13TH STREET MODESTO, CA 95354  
 PHONE- (209) 526-1515 FAX- (209) 523-3383  
 JOB NO. 13025, DATE: NOVEMBER 25, 2015

**BEFORE LOT LINE ADJUSTMENT**  
 BEING A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3  
 SOUTH, RANGE 13 EAST, MOUNT DIABLO MERIDIAN,  
 STANISLAUS COUNTY, STATE OF CALIFORNIA



**VICINITY MAP**  
 NOT TO SCALE

# Attachment 3

YOSEMITE BLVD  
STATE HIGHWAY 132

RUSHING RD

32 33

APN  
008-020-023

N22°27'44"E  
370.00'

S69°42'15"E  
585.02'

N69°51'45"W  
800.00'

N18°24'14"W  
244.92'

S78°39'02"E  
355.64'

S12°32'45"W  
80.21'

S79°26'33"E  
172.77'

S60°08'41"E  
730.06'

N76°27'50"W  
420.00'

N67°27'50"W  
120.00'

N60°00'20"W  
444.71'

APN  
008-020-023

S37°42'20"E  
332.70'

APN  
008-020-021

N2°12'59"E  
185.03'

S3°11'34"E  
17.74'

N54°33'58"E  
216.49'

SEE SHEET 2  
FOR DETAILS

PARCEL 2  
DOC. 2015-0027524  
APN 008-020-022  
78.17 ± AC

N48°52'20"W  
320.00'

N6°12'20"W  
177.00'

S27°04'50"E  
140.63'

N56°22'50"W  
298.40'

N57°02'44"E  
194.89'

N58°22'19"E  
111.50'

Δ = 22°30'40"  
R = 500.00 FT  
L = 196.45 FT

Δ = 23°32'20"  
R = 483.00 FT  
L = 198.43 FT

PARCEL 1  
DOC. 2011-0056917  
APN 008-020-015  
16.59 ± AC

N53°41'22"E

N57°02'44"E

S3°11'34"E

N60°57'40"E  
285.84'

N77°10'07"E  
106.73'

N85°52'26"E  
156.23'

N89°59'00"W  
543.98'

N58°22'19"E

N85°52'26"E

S47°30'50"W  
828.00'

N56°22'50"W

N89°59'00"W

N57°02'44"E

N58°22'19"E

N53°41'22"E

N26°01'14"W

N81°26'36"E  
9.34'

N28°29'35"W  
206.54'

N75°26'11"E  
139.43'

N65°04'23"E  
121.88'

N74°04'58"E  
216.65'

S15°28'10"E  
775.30'

S82°39'50"W  
351.62'

N00°37'41"E  
2683.35'

(BASIS OF BEARING)

ABBREVIATIONS

- EX EXISTING
- FT FOOT
- L LENGTH
- R RADIUS
- RD ROAD

NUMBER	DIRECTION	DISTANCE
L1	S 38°28'48" W	10.00'
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LEGEND

- PROPERTY LINE
- CENTERLINE
- EXISTING EDGE OF ROAD
- EXISTING FENCE

OWNERS NAME & MAILING ADDRESS:

DAVID L. GIBSON (PARCEL 1)  
23918 YOSEMITE BLVD  
WATERFORD, CA 95386

CONSTANCE M. ARTHUR (PARCEL 2)  
23806 YOSEMITE BLVD  
WATERFORD, CA 95386

0 100' 200' 400'  
SCALE: 1" = 200'

BASIS OF BEARING:

NORTH 00°37'40" EAST ON THE  
LINE DIVIDING SECTIONS 32 AND 33  
AS SHOWN PER 31-S-74 SCR

REFERENCES:

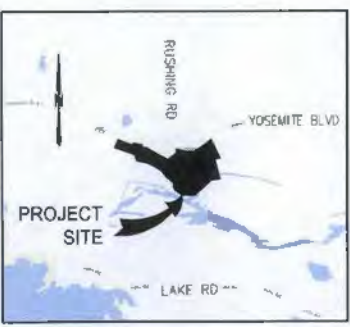
1. BOOK 39 OF PARCEL MAPS, PAGE 99, SCR
2. BOOK 31 OF SURVEYS, PAGE 74, SCR



521 13TH STREET MODESTO, CA 95354  
PHONE- (209) 526-1515 FAX- (209) 523-3383  
JOB NO. 13025, DATE: NOVEMBER 25, 2015

AFTER LOT LINE ADJUSTMENT

BEING A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3  
SOUTH, RANGE 13 EAST, MOUNT DIABLO MERIDIAN,  
STANISLAUS COUNTY, STATE OF CALIFORNIA



VICINITY MAP  
NOT TO SCALE

# Attachment 4

# APPLICANT STATEMENT

## Project Description and Landowner Justification

This project is a lot line adjustment between Assessor's Parcel No. 008-020-015 (Parcel 1 = 16.19 +/- acres) owned by David L. Gibson and Debbie J. Gibson; and No. 008-020-022 (Parcel 2 = 76.57 +/- acres) owned by Constance M. Arthur, Trustee.

The owners agreed to transfer 0.40 acre from Parcel 2 to Parcel 1.

*At the completion of this lot line adjustment, Parcel 1 will have an adjusted area of 16.59 +/- acres and Parcel 2 = 76.16 +/- acres. Both Parcels are enrolled in the Williamson Act.*

Government Code Section 51257 contains seven findings to be made related to lot line adjustments. These findings are each listed below with the justification following in italics.

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

*Neither of the contracts (1972-0544 for Parcel 1 and 2008-16 for Parcel 2) are subject to a Notice of Non-Renewal. At the conclusion of the lot line adjustment, both contracts will continue to be in force with the adjusted acreage and effect for a period of at least 10 years.*

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

*The land currently under contract 1972-0544 is Parcel 1=16.19 +/- acres, after the lot line adjustment = 16.59 +/- acres, Parcel 2=76.57 +/- acres, after the lot line adjustment = 76.16 +/- acres. Therefore a 0.40 acre will be transferred from Contract 2008-16 to Contract 1972-0544.*

(3) At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.

*The amount of land changing hands is 100% for both parcels involved, the entire amount of land included within this lot line adjustment will continue to remain under Williamson Act 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.

***Consistent with Section 51222, the smallest parcel as Parcel 1 will have an increase of 0.40 acre +/- . Parcel 2 will be 76.17 +/- acres presumed to be large enough to sustain their agricultural use. The subject properties are identified as prime farmland and will comply with Section 51222.***

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

***Both parcels have been used for agricultural productivity in their current configuration for a long time. The moving of the lot line to will not affect the overall land of the Contracts and will in no way affect the long term agricultural productivity.***

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

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

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

***Both parcels currently exist, and after the lot line adjustment will continue to exist. Neither parcels are currently inconsistent with the Stanislaus County General Plan, nor will the resulting be inconsistent with the Stanislaus County General Plan.***



Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2017-0054948-00**

Acct 121-Planning.  
Friday, JUL 28, 2017 08:18:37  
Ttl Pd \$65.00 Rcpt # 0004002596  
OJC/R2/1-17

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


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 November 2, 2015, approved the lot line adjustment herein described submitted under the name of GIBSON/ARTHUR Lot Line Adjustment No. PLN2015-0084 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

7/24/17  
Date

1730

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

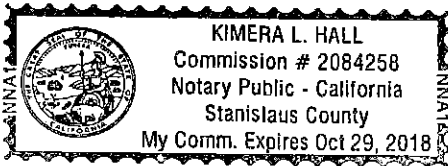
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Stanislaus )  
On July 24, 2017 before me, Kimera L. Hall, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Jeremy 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 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 Kimera L. Hall  
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: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_





**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 12-27-16  
Date

)  
)  
before me, Rachael Ferguson, Notary Public  
Here Insert Name and Title of the Officer

personally appeared David L. Gibson  
Name(s) of Signer(s)  
Debbie J. Gibson

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though 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: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )  
County of Stanislaus )  
On 1-12-17 before me, Rachael Ferguson, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Constance M. Arthur  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though 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: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



CERTIFICATE OF 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~~ Nebraska

County of Sarpy

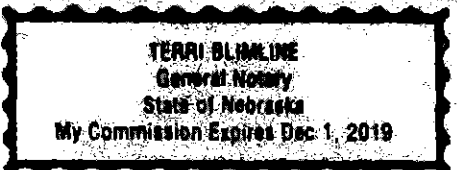
On 12 April 2017 before me, Terri Blimline, Notary Public (insert name and title of the officer)

personally appeared J. Guardiola Vice President

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 Nebraska that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Terri Blimline

(Seal)

**EXHIBIT "A"**  
**BEFORE LOT LINE ADJUSTMENT**

**PARCEL 1:**


All that certain piece of land being a portion of the West half of Section 33 and the East half of Section 32, Township 3 South, Range 13 East, Mount Diablo Meridian, lying in the County of Stanislaus, State of California, shown as Parcel No. 1 in Book 39 of Parcel Maps, at Page 99, recorded on September 15, 1987 in the Stanislaus County Recorder's Office, more particularly described as follows:

**COMMENCING** at a the common section quarter corner of Section 28, 29, 32 and 33 as shown on said Book 39 of Parcel Maps, at Page 99; thence along the common section line between Section 32 and 33 South 0°37'40" West, a distance of 298.34 feet to a point being 33.00 feet southeast and at right angle with the centerline of State Highway 132, also known as Yosemite Boulevard; thence leaving said common section line and along the old lot line as designated on said Book 39 of Parcel Maps, at Page 99, South 28°29'36" East a distance of 839.69 feet to **THE POINT OF BEGINNING** of this description, also being the most Southeast corner of said Parcel No. 1 and being the property described hereon; thence along the South line of the said Parcel No. 1 the following eight (8) courses and distances: (1) South 74°04'53" West 216.63 feet; (2) South 75°26'11" West 139.43 feet; (3) South 65°04'23" West 121.88 feet; (4) South 60°57'40" West 285.84 feet; (5) South 77°10'07" West 106.73 feet; (6) South 85°52'26" West 156.23 feet; (7) North 87°29'34" West 71.68 feet; (8) North 85°08'34" West 53.97 feet to the Southwest corner of said Parcel No. 1; thence leaving said South line and along the West line of said Parcel No. 1 North 3°11'34" West a distance of 583.70 feet to a point on the Southeasterly line of said State Highway 132 and being 50.00 feet Southeast of the centerline, also said point is on a curve concave to the Northwest having a radius of 500.00 feet and a central bearing of North 10°26'36" West; thence 50.00 feet from and parallel with the centerline of said State Highway 132 along the Southeasterly line the following four (4) courses and distances: (1) along said curve having a central angle of 22°30'40" an arc distance of 196.45 feet; (2) North 57°02'44" East 194.89 feet; (3) North 53°41'22" East 413.39 feet; (4) North 58°22'19" East 111.52 feet to the most Northeast corner of said Parcel No. 1; thence leaving the Southeasterly line of said State Highway 132 and along the East line of said Parcel No. 1 the following four (4) courses and distances: (1) South 25°36'18" West 21.38 feet; (2) South 26°01'14" East 611.93 feet; (3) South 81°26'36" West 9.34 feet; (4) South 28°29'36" East 206.54 feet to **THE POINT OF BEGINNING**.

**CONTAINING** an area of 16.19 acres more or less.

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

Apn: 008-020-015

  
Kaiser I. Shahbaz  
L. S. 8599

4/18/2017  
Date

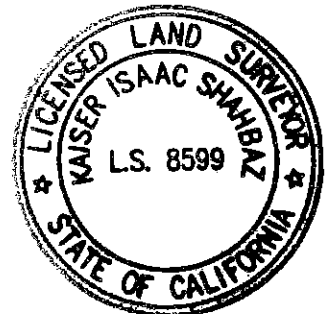


EXHIBIT A

**EXHIBIT "A"**  
**BEFORE LOT LINE ADJUSTMENT**

**PARCEL 2:**

ALL that portion of the North half of Section 32, Township 3 South, Range 13 East, Mount Diablo Meridian, described as follows:

Parcel 2 as shown on that certain Parcel Map filed September 15, 1987 on Book 39 of Parcel Maps, at Page 99, Stanislaus County Records.

**AND** all that piece of land portion lying within designated parcel as (Gibson Remainder in 39-PM-99), more particularly described as follows:

**BEGINNING** at the most Westerly corner of Parcel 2 as shown on said Book 39 of Parcel Maps, Page 99, Stanislaus County Records, also being the Southeast corner of said (Gibson Remainder in 39-PM-99); thence North along the common property line of said (Gibson Remainder and Parcel 2 of said Parcel map) North 33°09'10" East, a distance of 267.18 feet; thence North 85°17'54" East, a distance of 320.23 feet; thence North 38°28'48" East, a distance of 80.92 feet; thence leaving said common property line North 60°08'41" West, a distance of 730.06 feet; thence North 79°26'33" West, a distance of 323.09 feet; thence along the centerline of an underground irrigation line the following courses: (1) South 20°08'15" West, a distance of 290.21 feet; (2) South 42°20'41" West, a distance of 67.31 feet; (3) South 07°03'13" West, a distance of 41.86 feet; thence leaving said centerline of the irrigation South 16°14'46" East, a distance of 237.33 feet more or less to an angle point on said south line of said Gibson Remainder; thence East along said South line South 76°27'50" East, a distance of 420.00 feet; thence South 67°27'50" East, a distance of 120.00 feet to **THE POINT OF BEGINNING**.

**EXCEPTING** therefrom an undivided one-half interest in and to all the petroleum, natural gas and other hydrocarbon substances and all the metals or other valuable mineral substances of whatsoever kind and character, in or on, therein or thereunder, and which may be produce therefrom, as granted to Beard Land and Investment Company, a Corporation, by Deed dated June 30, 1929 and recorded July 12, 1929 in Volume 344 at Page 368, Instrument No. 8788, Official Records, and re-recorded December 29, 1931 in Volume 459, Page 206, Instrument No. 15502, Official Records.

**TOGETHER** with that piece of land being a portion of a parcel designated as "Gibson Remainder" as shown in Book 39 of Parcel Maps, Page 99, Stanislaus County Records, described as follows:

**COMMENCING** at the Northeast corner of said "Gibson Remainder" parcel, said point being on the southerly right of way of 66-foot wide Yosemite Boulevard and State Highway No. 132; thence along the East line of said parcel South 02°12'59" West 185.03 feet to **THE POINT OF BEGINNING**; thence continue on said line South 02°12'59" West 151.25 feet; thence along a line of said Parcel 2 North 81°27'16" West 172.46 feet; thence leaving said line of Parcel 2 North 54°33'58" East 216.49 feet to **THE POINT OF BEGINNING**.

Continues next page:



**EXHIBIT "A"**  
**BEFORE LOT LINE ADJUSTMENT**

Parcel 2 continues.

**ALSO TOGETHER** with that piece of land being a portion of a parcel designated as "Gibson Remainder" as shown on Book 39 of Parcel maps, Page 99, Stanislaus County Records, described as follows:

**COMMENCING** at the most Westerly corner of Parcel 2 as shown on said Book 39 of Parcel Maps, Page 99, Stanislaus County Records; thence along southerly line of said "Gibson Remainder" Parcel North 67°27'50" West 108.17 feet; thence North 76°27'50" West 420.00 feet; thence leaving said Southerly line of "Gibson Remainder" Parcel North 18°24'14" West 244.92 feet (North 16°14'46" West 237.33 feet per Instrument No. 2002-0061928-00) to the most Westerly corner of last said parcel and **THE POINT OF BEGINNING**; thence North 69°51'45" West 800.00 feet; thence North 22°27'44" East 370.00 feet; thence South 69°42'15" East 585.02 feet; thence North 21°43'55" East 75.43 feet; thence South 78°39'02" East 355.64 feet; thence South 12°32'45" West 80.21 feet to a point on the northerly line of said parcel of land as filed for record in Instrument No. 2002-0061928-00; thence along the Northerly and Westerly lines of said last parcel North 79°26'33" West 150.32 feet; thence South 20°08'15" West 290.21 feet; thence South 42°20'41" West 67.31 feet; thence South 07°03'13" West 41.86 feet to **THE POINT OF BEGINNING**.

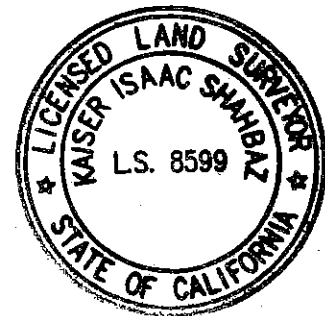
The above description is subject to be modified if any by a Record of Survey posting the recording of this deed.

Contains an area of 76.57 acres, more or less.

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

**SUBJECT TO** that certain land conservation contract by Notice of Rescission and California Land Conversation Contract on November 14, 2008, as Document No. 2008-0121733-00, Stanislaus County Records.

Apn: 008-020-022



Kaiser I. Shahbaz  
Kaiser I. Shahbaz  
L. S. 8599

4/18/2017  
Date

**EXHIBIT "B"**  
**AFTER LOT LINE ADJUSTMENT**

**PARCEL 1:**

All that certain piece of land being a portion of the West half of Section 33 and the East half of Section 32, Township 3 South, Range 13 East, Mount Diablo Meridian, lying in the County of Stanislaus, State of California, shown as Parcel No. 1 in Book 39 of Parcel Maps, at Page 99, recorded on September 15, 1987 in the Stanislaus County Recorder's Office, more particularly described as follows:

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**TOGETHER** with that certain portion of Parcel 2 as shown on Book 39 of Parcel Maps, Page 99, Stanislaus County Records described as follows:

**COMMENCING** at the Northeast corner of said Parcel 2; thence along the Northeasterly line of said Parcel 2 South  $03^{\circ}11'34''$  East 17.14 feet to the Northwest corner of Parcel 1 as shown on said Book 39 of Parcel Maps, Page 99 and **THE POINT OF BEGINNING**; thence continue along the common line between said Parcels 1 and 2 South  $03^{\circ}11'34''$  East 576.99 feet to a point on existing fence, hereon designation as Point "A"; thence leaving said common line between Parcels 1 and 2 and along said existing fence the following five (5) courses and distances: (1) North  $79^{\circ}54'25''$  West 73.35 feet; (2) North  $5^{\circ}25'45''$  East 390.24 feet; (3) North  $02^{\circ}12'05''$  East 54.77 feet; (4) North  $01^{\circ}39'31''$  East 73.65 feet; (5) North  $01^{\circ}19'52''$  West 46.41 feet to **THE POINT OF BEGINNING**, having an area of 17,796 square feet more or less.

Continues next page:

**EXHIBIT "B"**  
**AFTER LOT LINE ADJUSTMENT**

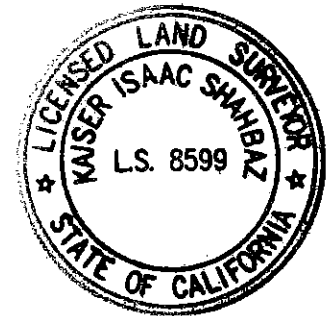
Parcel 1 continues:

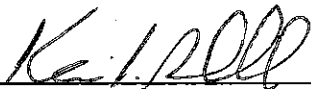
**EXCEPTING** therefrom that certain portion of said Parcel 1 as shown on Book 39 of Parcel Maps, Page 99, Stanislaus County Records described as follows:

**BEGINNING** at said Point "A" thence along said existing fence South 79°54'25" East 64.84 feet to a point on the Southerly line of said Parcel 1; thence leaving said existing fence and along said Southerly line the following two (2) courses and distances: (1) North 87°29'34" West 9.72 feet; (2) North 85°08'34" West 53.97 feet to the Southwest corner of said Parcel 1; thence along said common line between Parcels 1 and 2 North 03°11'34" West 6.38 feet to **THE POINT OF BEGINNING**, having an area of 212 square feet more or less.

**CONTAINING** an area of 16.59 acres more or less.

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



  
\_\_\_\_\_  
Kaiser I. Shahbaz  
L. S. 8599

4/18/2017  
Date

**EXHIBIT "B"**  
**AFTER LOT LINE ADJUSTMENT**

**PARCEL 2:**

ALL that portion of the North half of Section 32, Township 3 South, Range 13 East, Mount Diablo Meridian, described as follows:

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**EXCEPTING** therefrom an undivided one-half interest in and to all the petroleum, natural gas and other hydrocarbon substances and all the metals or other valuable mineral substances of whatsoever kind and character, in or on, therein or thereunder, and which may be produce therefrom , as granted to Beard Land and Investment Company, a Corporation, by Deed dated June 30, 1929 and recorded July 12, 1929 in Volume 344 at Page 368, Instrument No. 8788, Official Records, and re-recorded December 29, 1931 in Volume 459, Page 206, Instrument No. 15502, Official Records.

**TOGETHER** with that piece of land being a portion of a parcel designated as "Gibson Remainder" as shown in Book 39 of Parcel Maps, Page 99, Stanislaus County Records, described as follows:

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Continue next page:

**EXHIBIT "B"**  
**AFTER LOT LINE ADJUSTMENT**

Parcel 2 continue:

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**COMMENCING** at the Northeast corner of said Parcel 2; thence along the Northeasterly line of said Parcel 2 South 03°11'34" East 17.14 feet to the Northwest corner of Parcel 1 as shown on said Book 39 of Parcel Maps, Page 99 and **THE POINT OF BEGINNING**; thence continue along the common line between said Parcels 1 and 2 South 03°11'34" East 576.99 feet to a point on existing fence, hereon designation as Point "A"; thence leaving said common line between Parcels 1 and 2 and along said existing fence the following five (5) courses and distances: (1) North 79°54'25" West 73.35 feet; (2) North 5°25'45" East 390.24 feet; (3) North 02°12'05" East 54.77 feet; (4) North 01°39'31" East 73.65 feet; (5) North 01°19'52" West 46.41 feet to **THE POINT OF BEGINNING**, having an area of 17,796 square feet more or less.

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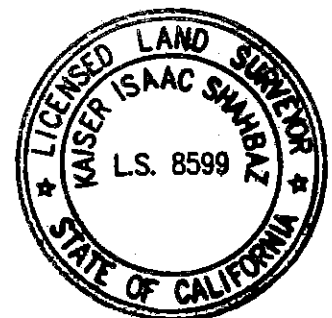
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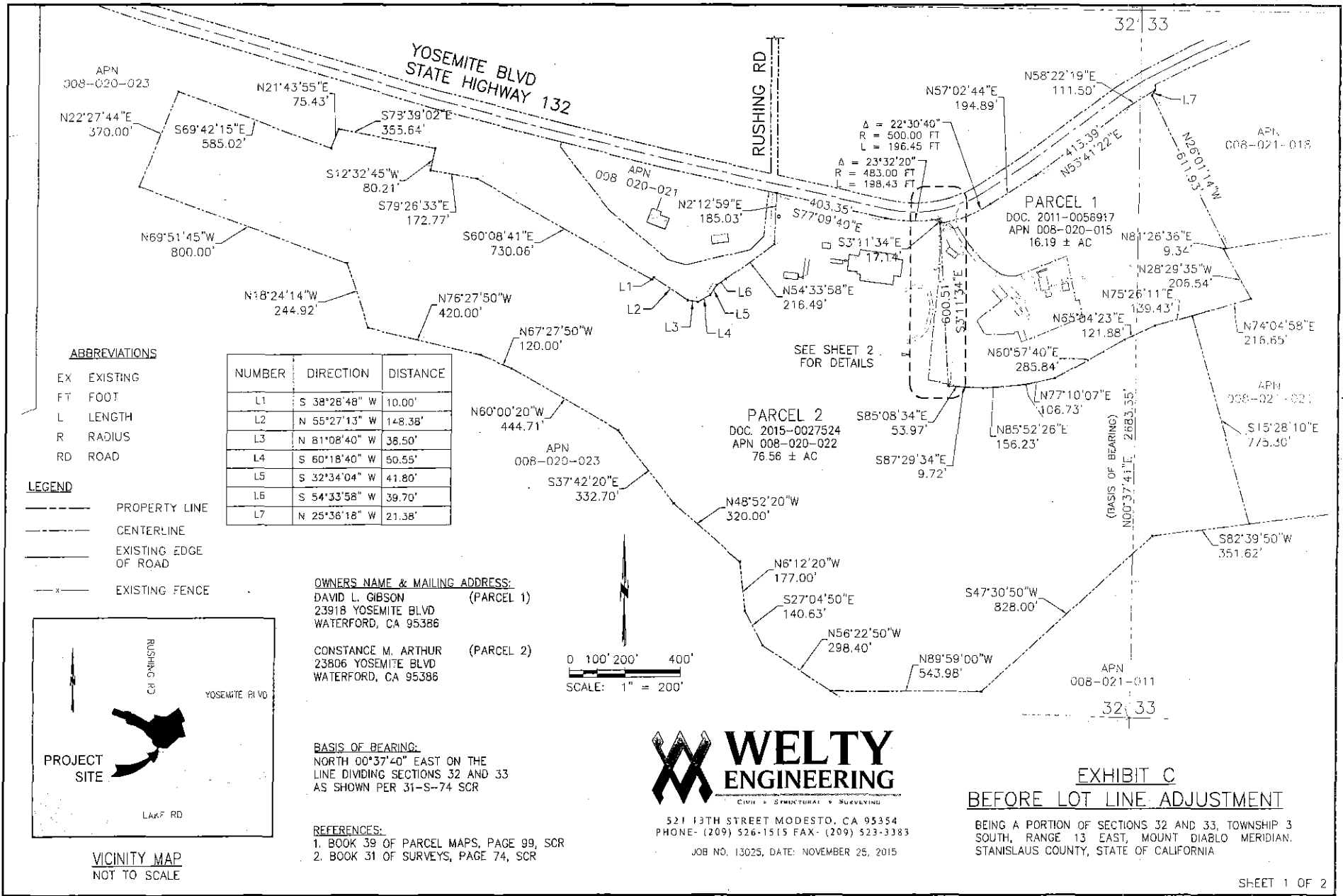
Contains an area of 76.17 acres, more or less.

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

  
Kaiser I. Shahbaz  
L. S. 8599

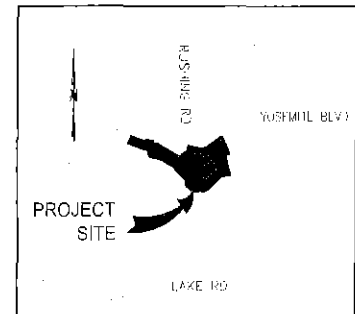
4/18/2017  
Date



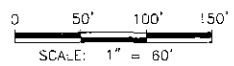


FOR ILLUSTRATIVE PURPOSES ONLY

YOSEMITE BLVD  
STATE HIGHWAY 132



VICINITY MAP  
-NOT TO SCALE



OWNERS NAME & MAILING ADDRESS:  
DAVID L. GIBSON (PARCEL 1)  
23918 YOSEMITE BLVD  
WATERFORD, CA 95386

CONSTANCE M. ARTHUR (PARCEL 2)  
23806 YOSEMITE BLVD  
WATERFORD, CA 95386

BASIS OF BEARING:  
NORTH 00°37'40" EAST ON THE LINE DIVIDING  
SECTIONS 32 AND 33 AS SHOWN PER 31-S-74 SCR

REFERENCES:  
1. BOOK 39 OF PARCEL MAPS, PAGE 99, SCR  
2. BOOK 31 OF SURVEYS, PAGE 74, SCR

LEGEND:

	PROPERTY LINE
	CENTERLINE
	EXISTING EDGE OF PAVEMENT
	BARBWIRE FENCE
	BUILDING

PARCEL 2  
APN 008-020-022  
76.16 ± AC

PARCEL 1  
APN 008-020-015  
16.59 ± AC

Property Exchange  
Area=0.40 acre, from  
Arthur to Gibson

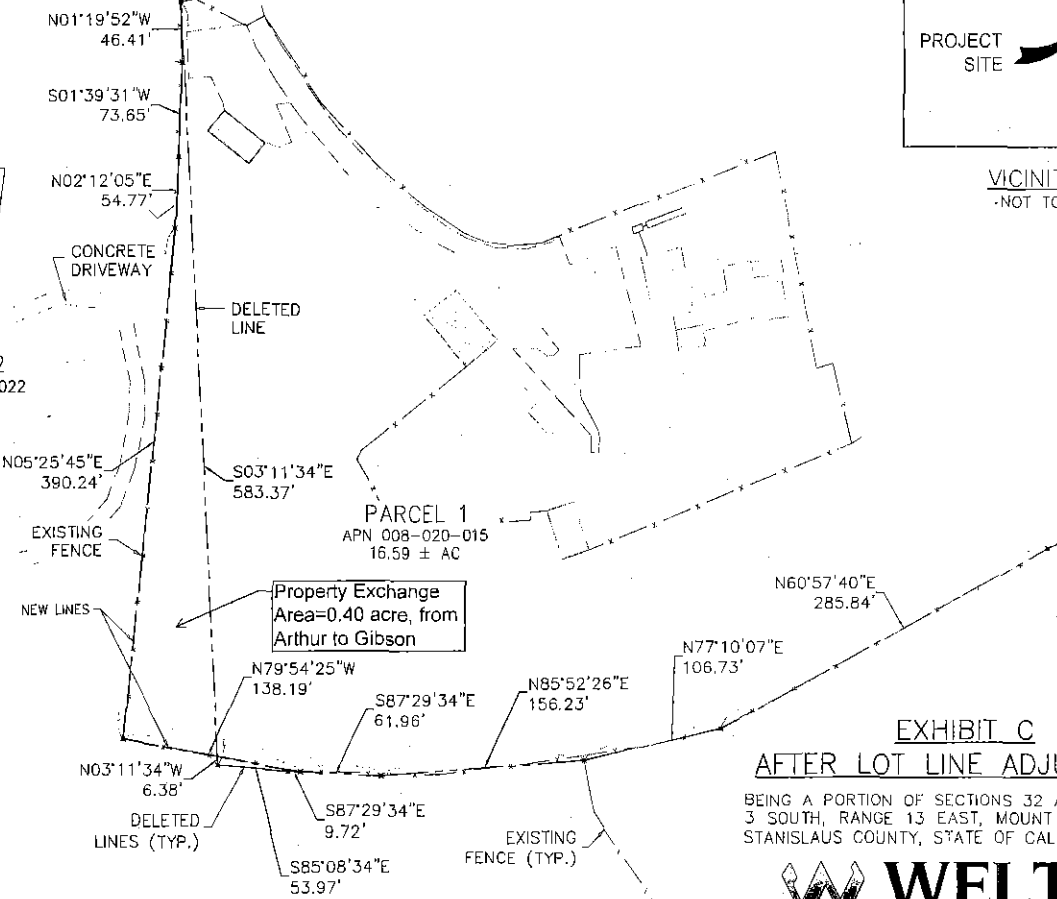


EXHIBIT C  
AFTER LOT LINE ADJUSTMENT

BEING A PORTION OF SECTIONS 32 AND 33, TOWNSHIP  
3 SOUTH, RANGE 13 EAST, MOUNT DIABLO MERIDIAN,  
STANISLAUS COUNTY, STATE OF CALIFORNIA



521 13TH STREET MODESTO, CA 95354  
PHONE: (209) 526-1515 FAX: (209) 523-3383

JOB NO 13025, DATE: NOVEMBER 25, 2015

FOR ILLUSTRATIVE PURPOSES ONLY

RECORDING REQUESTED BY  
STANISLAUS COUNTY BOARD OF  
SUPERVISORS

WHEN RECORDED RETURN TO  
STANISLAUS COUNTY PLANNING  
DEPARTMENT 1010 10<sup>TH</sup> Street, Suite 3400  
Modesto, CA 95354

**NOTICE OF RESCISSION AND  
SIMULTANEOUS RE-ENTRY INTO  
CALIFORNIA LAND CONSERVATION  
CONTRACT NO. 2017-0022**

THIS S

Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2017-0054949-00**

Acct: 121-Planning.

Friday, JUL 28, 2017 08:18:43

Ttl Pd \$0.00 Rcpt # 0004002597

OJC/R2/2-17

THIS NOTICE OF RESCISSION AND CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into July 11, 2017, 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: CONSTANCE M. ARTHUR,  
23806 YOSEMITE BLVD  
WATERFORD CA 95386

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

ASSESSORS PARCEL NUMBER	ACREAGE	SITUS ADDRESS (If none, please provide Legal Description)
008-020-022	76.17+/-	23806 YOSEMITE BLVD, WATERFORD, CA

Pursuant to Stanislaus County Board of Supervisors Resolution No. 2017-390, relating to Lot Line Adjustment No. PLN2015-0084 as authorized by Govt. Code § 51257, California Land Conservation Contract No. 2008-16 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

17JC

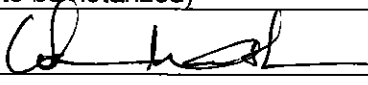


**NOTICE OF RESCISSION AND SIMULTANEOUS RE-ENTRY INTO CALIFORNIA LAND CONSERVATION CONTRACT- Page 2**

- (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 (Print or type)	SIGNATURE (All to be notarized)	DATE	SIGNED AT (City)
Constance M. Arthur		Jan 12, 2017	Modesto

**SECURITY HOLDERS:**

**OWNERS:**


NAME (Print or type)	SIGNATURE (All to be notarized)	DATE	SIGNED AT (City)

**EXHIBITS:**

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

COUNTY: Stanislaus County

Dated 7.24.2017

  
 Chairman, Board of Supervisors  
 Angela Freitas for Vito Chiesa

**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 24, 2017 before me, Kimera L. Hall, Notary Public

Date Here Insert Name and Title of the Officer

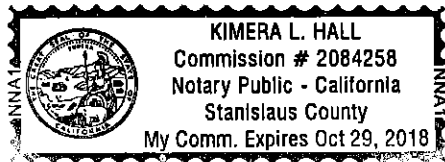
personally appeared Angela Freitas

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.



Signature Kimera L. Hall  
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:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

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

Signer Is Representing:

Signer's Name:

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

Signer Is Representing:

**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 1-12-17 before me, Rachael Ferguson, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Constance M. Arthur  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though 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: 7 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**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.

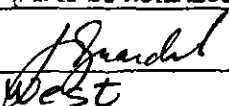
IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

**OWNERS:**

NAME (Print or type)	SIGNATURE (All to be notarized)	DATE	SIGNED AT (City)

**SECURITY HOLDERS:**

**OWNERS:**

NAME / TITLE (Print or type)	SIGNATURE (All to be notarized)	DATE	SIGNED AT (City)
J. Guardiola Vice President Bank of the West		4/12/17	Omaha, NE

**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

## CERTIFICATE OF 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~~ Nebraska

County of Sarpy

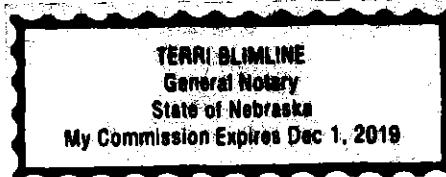
On 12 April 2017 before me, Terril Blimline, Notary Public  
(insert name and title of the officer)

personally appeared J. Guardiola  
Vice President

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~~ <sup>NEBRASKA</sup> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Terril Blimline (Seal)

**EXHIBIT "A"**  
**BEFORE LOT LINE ADJUSTMENT**

**PARCEL 2:**

ALL that portion of the North half of Section 32, Township 3 South, Range 13 East, Mount Diablo Meridian, described as follows:

Parcel 2 as shown on that certain Parcel Map filed September 15, 1987 on Book 39 of Parcel Maps, at Page 99, Stanislaus County Records.

**AND** all that piece of land portion lying within designated parcel as (Gibson Remainder in 39-PM-99), more particularly described as follows:

**BEGINNING** at the most Westerly corner of Parcel 2 as shown on said Book 39 of Parcel Maps, Page 99, Stanislaus County Records, also being the Southeast corner of said (Gibson Remainder in 39-PM-99); thence North along the common property line of said (Gibson Remainder and Parcel 2 of said Parcel map) North 33°09'10" East, a distance of 267.18 feet; thence North 85°17'54" East, a distance of 320.23 feet; thence North 38°28'48" East, a distance of 80.92 feet; thence leaving said common property line North 60°08'41" West, a distance of 730.06 feet; thence North 79°26'33" West, a distance of 323.09 feet; thence along the centerline of an underground irrigation line the following courses: (1) South 20°08'15" West, a distance of 290.21 feet; (2) South 42°20'41" West, a distance of 67.31 feet; (3) South 07°03'13" West, a distance of 41.86 feet; thence leaving said centerline of the irrigation South 16°14'46" East, a distance of 237.33 feet more or less to an angle point on said south line of said Gibson Remainder; thence East along said South line South 76°27'50" East, a distance of 420.00 feet; thence South 67°27'50" East, a distance of 120.00 feet to **THE POINT OF BEGINNING**.

**EXCEPTING** therefrom an undivided one-half interest in and to all the petroleum, natural gas and other hydrocarbon substances and all the metals or other valuable mineral substances of whatsoever kind and character, in or on, therein or thereunder, and which may be produce therefrom, as granted to Beard Land and Investment Company, a Corporation, by Deed dated June 30, 1929 and recorded July 12, 1929 in Volume 344 at Page 368, Instrument No. 8788, Official Records, and re-recorded December 29, 1931 in Volume 459, Page 206, Instrument No. 15502, Official Records.

**TOGETHER** with that piece of land being a portion of a parcel designated as "Gibson Remainder" as shown in Book 39 of Parcel Maps, Page 99, Stanislaus County Records, described as follows:

**COMMENCING** at the Northeast corner of said "Gibson Remainder" parcel, said point being on the southerly right of way of 66-foot wide Yosemite Boulevard and State Highway No. 132; thence along the East line of said parcel South 02°12'59" West 185.03 feet to **THE POINT OF BEGINNING**; thence continue on said line South 02°12'59" West 151.25 feet; thence along a line of said Parcel 2 North 81°27'16" West 172.46 feet; thence leaving said line of Parcel 2 North 54°33'58" East 216.49 feet to **THE POINT OF BEGINNING**.

Continues next page:

**EXHIBIT "A"**  
**BEFORE LOT LINE ADJUSTMENT**

Parcel 2 continues:

**ALSO TOGETHER** with that piece of land being a portion of a parcel designated as "Gibson Remainder" as shown on Book 39 of Parcel maps, Page 99, Stanislaus County Records, described as follows:

**COMMENCING** at the most Westerly corner of Parcel 2 as shown on said Book 39 of Parcel Maps, Page 99, Stanislaus County Records; thence along southerly line of said "Gibson Remainder" Parcel North 67°27'50" West 108.17 feet; thence North 76°27'50" West 420.00 feet; thence leaving said Southerly line of "Gibson Remainder" Parcel North 18°24'14" West 244.92 feet (North 16°14'46" West 237.33 feet per Instrument No. 2002-0061928-00) to the most Westerly corner of last said parcel and **THE POINT OF BEGINNING**; thence North 69°51'45" West 800.00 feet; thence North 22°27'44" East 370.00 feet; thence South 69°42'15" East 585.02 feet; thence North 21°43'55" East 75.43 feet; thence South 78°39'02" East 355.64 feet; thence South 12°32'45" West 80.21 feet to a point on the northerly line of said parcel of land as filed for record in Instrument No. 2002-0061928-00; thence along the Northerly and Westerly lines of said last parcel North 79°26'33" West 150.32 feet; thence South 20°08'15" West 290.21 feet; thence South 42°20'41" West 67.31 feet; thence South 07°03'13" West 41.86 feet to **THE POINT OF BEGINNING**.

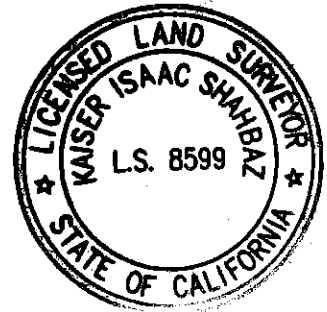
The above description is subject to be modified if any by a Record of Survey posting the recording of this deed.

Contains an area of 76.57 acres, more or less.

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

**SUBJECT TO** that certain land conservation contract by Notice of Rescission and California Land Conversation Contract on November 14, 2008, as Document No. 2008-0121733-00, Stanislaus County Records.

Apn: 008-020-022



Kaiser I. Shahbaz  
Kaiser I. Shahbaz  
L. S. 8599

4/18/2017  
Date

**EXHIBIT "B"**  
**AFTER LOT LINE ADJUSTMENT**

**PARCEL 2:**

ALL that portion of the North half of Section 32, Township 3 South, Range 13 East, Mount Diablo Meridian, described as follows:

Parcel 2 as shown on that certain Parcel Map filed September 15, 1987 on Book 39 of Parcel Maps, at Page 99, Stanislaus County Records.

**AND** all that piece of land portion lying within designated parcel as (Gibson Remainder in 39-PM-99), more particularly described as follows:

**BEGINNING** at the most Westerly corner of Parcel 2 as shown on said Book 39 of Parcel Maps, Page 99, Stanislaus County Records, also being the Southeast corner of said (Gibson Remainder in 39-PM-99); thence North along the common property line of said (Gibson Remainder and Parcel 2 of said Parcel map) North 33°09'10" East, a distance of 267.18 feet; thence North 85°17'54" East, a distance of 320.23 feet; thence North 38°28'48" East, a distance of 80.92 feet; thence leaving said common property line North 60°08'41" West, a distance of 730.06 feet; thence North 79°26'33" West, a distance of 323.09 feet; thence along the centerline of an underground irrigation line the following courses: (1) South 20°08'15" West, a distance of 290.21 feet; (2) South 42°20'41" West, a distance of 67.31 feet; (3) South 07°03'13" West, a distance of 41.86 feet; thence leaving said centerline of the irrigation South 16°14'46" East, a distance of 237.33 feet more or less to an angle point on said south line of said Gibson Remainder; thence East along said South line South 76°27'50" East, a distance of 420.00 feet; thence South 67°27'50" East, a distance of 120.00 feet to **THE POINT OF BEGINNING**.

**EXCEPTING** therefrom an undivided one-half interest in and to all the petroleum, natural gas and other hydrocarbon substances and all the metals or other valuable mineral substances of whatsoever kind and character, in or on, therein or thereunder, and which may be produce therefrom , as granted to Beard Land and Investment Company, a Corporation, by Deed dated June 30, 1929 and recorded July 12, 1929 in Volume 344 at Page 368, Instrument No. 8788, Official Records, and re-recorded December 29, 1931 in Volume 459, Page 206, Instrument No. 15502, Official Records.

**TOGETHER** with that piece of land being a portion of a parcel designated as "Gibson Remainder" as shown in Book 39 of Parcel Maps, Page 99, Stanislaus County Records, described as follows:

**COMMENCING** at the Northeast corner of said "Gibson Remainder" parcel, said point being on the southerly right of way of 66-foot wide Yosemite Boulevard and State Highway No. 132; thence along the East line of said parcel South 02°12'59" West 185.03 feet to **THE POINT OF BEGINNING**; thence continue on said line South 02°12'59" West 151.25 feet; thence along a line of said Parcel 2 North 81°27'16" West 172.46 feet; thence leaving said line of Parcel 2 North 54°33'58" East 216.49 feet to **THE POINT OF BEGINNING**.

**ALSO TOGETHER** with that piece of land being a portion of a parcel designated as "Gibson Remainder" as shown on Book 39 of Parcel maps, Page 99, Stanislaus County Records, described as follows:

Continue next page:



**EXHIBIT "B"**  
**AFTER LOT LINE ADJUSTMENT**

Parcel 2 continue:

**COMMENCING** at the most Westerly corner of Parcel 2 as shown on said Book 39 of Parcel Maps, Page 99, Stanislaus County Records; thence along southerly line of said "Gibson Remainder" Parcel North 67°27'50" West 108.17 feet; thence North 76°27'50" West 420.00 feet; thence leaving said Southerly line of "Gibson Remainder" Parcel North 18°24'14" West 244.92 feet (North 16°14'46" West 237.33 feet per Instrument No. 2002-0061928-00) to the most Westerly corner of last said parcel and **THE POINT OF BEGINNING**; thence North 69°51'45" West 800.00 feet; thence North 22°27'44" East 370.00 feet; thence South 69°42'15" East 585.02 feet; thence North 21°43'55" East 75.43 feet; thence South 78°39'02" East 355.64 feet; thence South 12°32'45" West 80.21 feet to a point on the northerly line of said parcel of land as filed for record in Instrument No. 2002-0061928-00; thence along the Northerly and Westerly lines of said last parcel North 79°26'33" West 150.32 feet; thence South 20°08'15" West 290.21 feet; thence South 42°20'41" West 67.31 feet; thence South 07°03'13" West 41.86 feet to **THE POINT OF BEGINNING**.

**EXCEPTING** therefrom that certain portion of Parcel 2 as shown on Book 39 of Parcel Maps, Page 99, Stanislaus County Records described as follows:


**COMMENCING** at the Northeast corner of said Parcel 2; thence along the Northeasterly line of said Parcel 2 South 03°11'34" East 17.14 feet to the Northwest corner of Parcel 1 as shown on said Book 39 of Parcel Maps, Page 99 and **THE POINT OF BEGINNING**; thence continue along the common line between said Parcels 1 and 2 South 03°11'34" East 576.99 feet to a point on existing fence, hereon designation as Point "A"; thence leaving said common line between Parcels 1 and 2 and along said existing fence the following five (5) courses and distances: (1) North 79°54'25" West 73.35 feet; (2) North 5°25'45" East 390.24 feet; (3) North 02°12'05" East 54.77 feet; (4) North 01°39'31" East 73.65 feet; (5) North 01°19'52" West 46.41 feet to **THE POINT OF BEGINNING**, having an area of 17,796 square feet more or less.

**TOGETHER** with that certain portion of said Parcel 1 as shown on Book 39 of Parcel Maps, Page 99, Stanislaus County Records described as follows:

**BEGINNING** at said Point "A" thence along said existing fence South 79°54'25" East 64.84 feet to a point on the Southerly line of said Parcel 1; thence leaving said existing fence and along said Southerly line the following two (2) courses and distances: (1) North 87°29'34" West 9.72 feet; (2) North 85°08'34" West 53.97 feet to the Southwest corner of said Parcel 1; thence along said common line between Parcels 1 and 2 North 03°11'34" West 6.38 feet to **THE POINT OF BEGINNING**, having an area of 212 square feet more or less.

Contains an area of 76.17 acres, more or less.

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

  
Kaiser I. Shahbaz  
L. S. 8599

4/18/2017  
Date



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

DEPT: Planning and Community Development

BOARD AGENDA #: \*D-2

AGENDA DATE: July 11, 2017

**SUBJECT:**

Approval to Rescind All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

**BOARD ACTION AS FOLLOWS:**

No. 2017-390

On motion of Supervisor Withrow, Seconded by Supervisor Olsen  
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

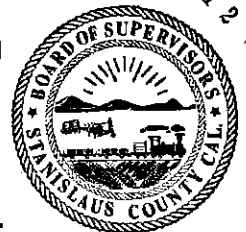
Abstaining: Supervisor: None

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

MOTION:

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

By Kelly Rodriguez



ATTEST: Elizabeth A. King  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

EXHIBIT C

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

DEPT: Planning and Community Development  
Urgent  Routine

BOARD AGENDA #: \*D-2

AGENDA DATE: July 11, 2017



CEO CONCURRENCE: \_\_\_\_\_

4/5 Vote Required: Yes  No

---

**SUBJECT:**

Approval to Rescind All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

---

**STAFF RECOMMENDATIONS:**

1. Pursuant to 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 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 Assembly Bill (AB) 1265.
  - 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 Government Code 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 All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

---

2. Rescind all of Williamson Act Contract Nos. 1972-0544, and 2008-16, located at 23806 and 23918 Yosemite Boulevard, between Crabtree Road and La Grange Road, north of the Tuolumne River (APNs: 008-020-015 and 008-020-022):
3. Approve a new contract, or contracts, pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur.
4. Authorize the Director of Planning and Community Development to execute a new contract, or contracts, pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur.

#### **DISCUSSION:**

The lot line adjustment request includes the adjustment of two parcels (92.8 total acres) to correct for existing fencing that has been constructed across property lines. An overview of the Lot Line Adjustment application, including property owners, parcel sizes (existing and proposed), Williamson Act Contract information, and current development/use is provided in Attachment 1. Before and after maps of the proposed lot line adjustment are provided in Attachments 2 and 3.

The Williamson Act requires Board of Supervisor action to rescind and simultaneously enter into a new contract, or contracts, reflecting adjusted parcel configurations. Staff has reviewed the Lot Line Adjustment application for compliance with the County's General Plan and all applicable zoning and Williamson Act criteria and determined that the application meets the requirements for approval.

Parcel 1 is currently enrolled in Williamson Act Contract No. 1972-0544 and Parcel 2 is enrolled in Williamson Act Contract 2008-16. If this lot line is approved, both proposed parcels (92.8 acres total) will be enrolled in a new contract, or contracts.

Pursuant to California Government Code Section 51257, the parties to a contract, or contracts, may mutually agree to rescind the contract, or contracts, and simultaneously re-enter into a new contract, or contracts, provided that the Board of Supervisors 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.

Approval to Rescind All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

---

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 Government Code Section 51222.

Note: the definition in 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 all the findings can be made as the proposed lot line adjustment will not increase the number of developable parcels, will not reduce the number of acres covered under contract, or contracts, and will not compromise the continued agricultural use of the parcels. The Applicant's Statement of Findings is provided in Attachment 4.

New Williamson Act Contracts would typically come before the Board of Supervisors once a year, in December; 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. As is the case with all Williamson Act Contracts in Stanislaus County, the new contract, or 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 Stanislaus 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:**

Costs associated with this item are covered by a Lot Line Adjustment application fee. It is anticipated that there will be no net change in property tax or other revenue, therefore providing no additional fiscal effect.

Approval to Rescind All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

---

**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:**

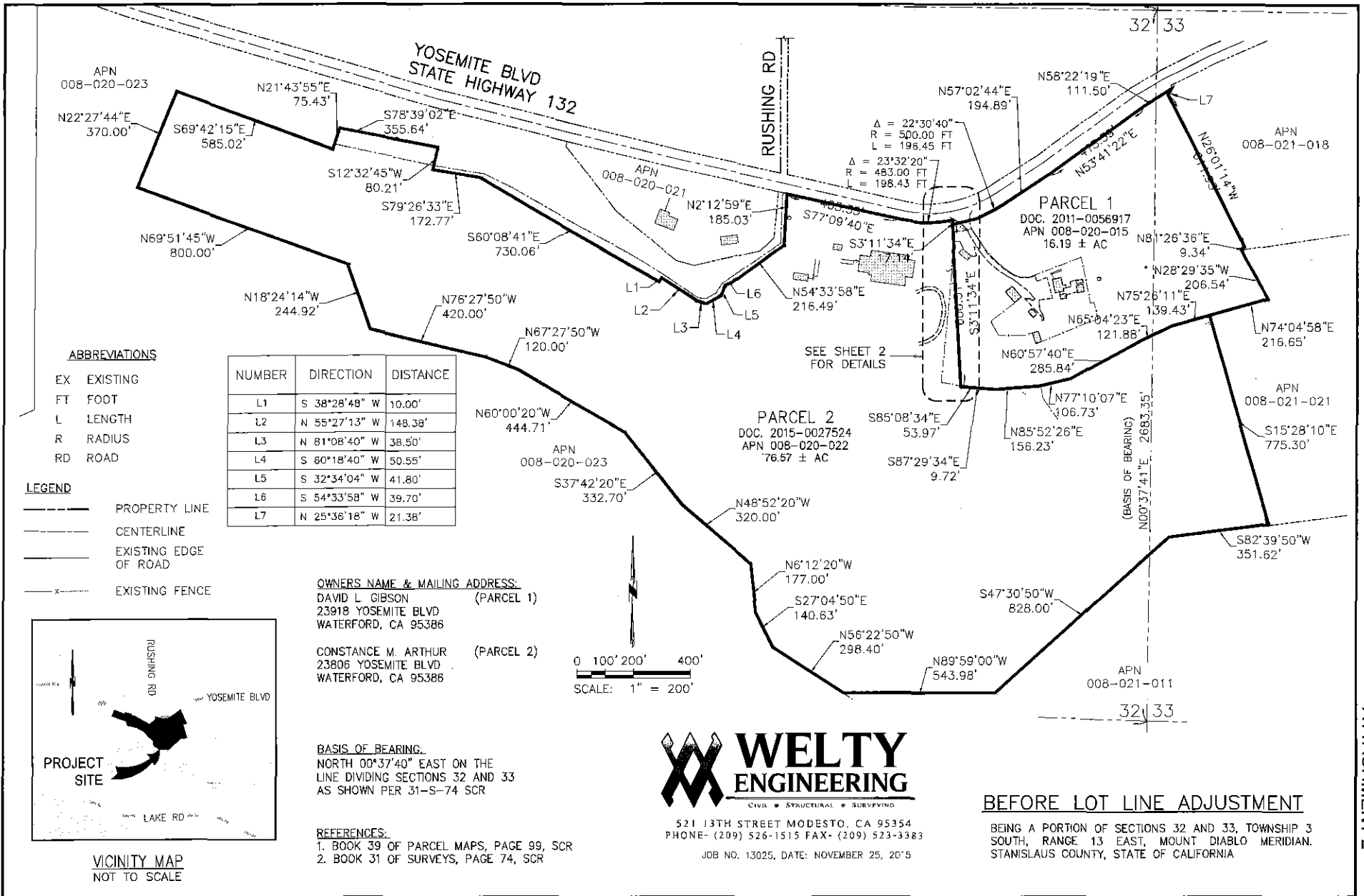
Planning and Community Development Department staff is responsible for reviewing all applications, preparing all reports, and attending meetings associated with the proposed Lot Line Adjustment application.

**CONTACT PERSON:**

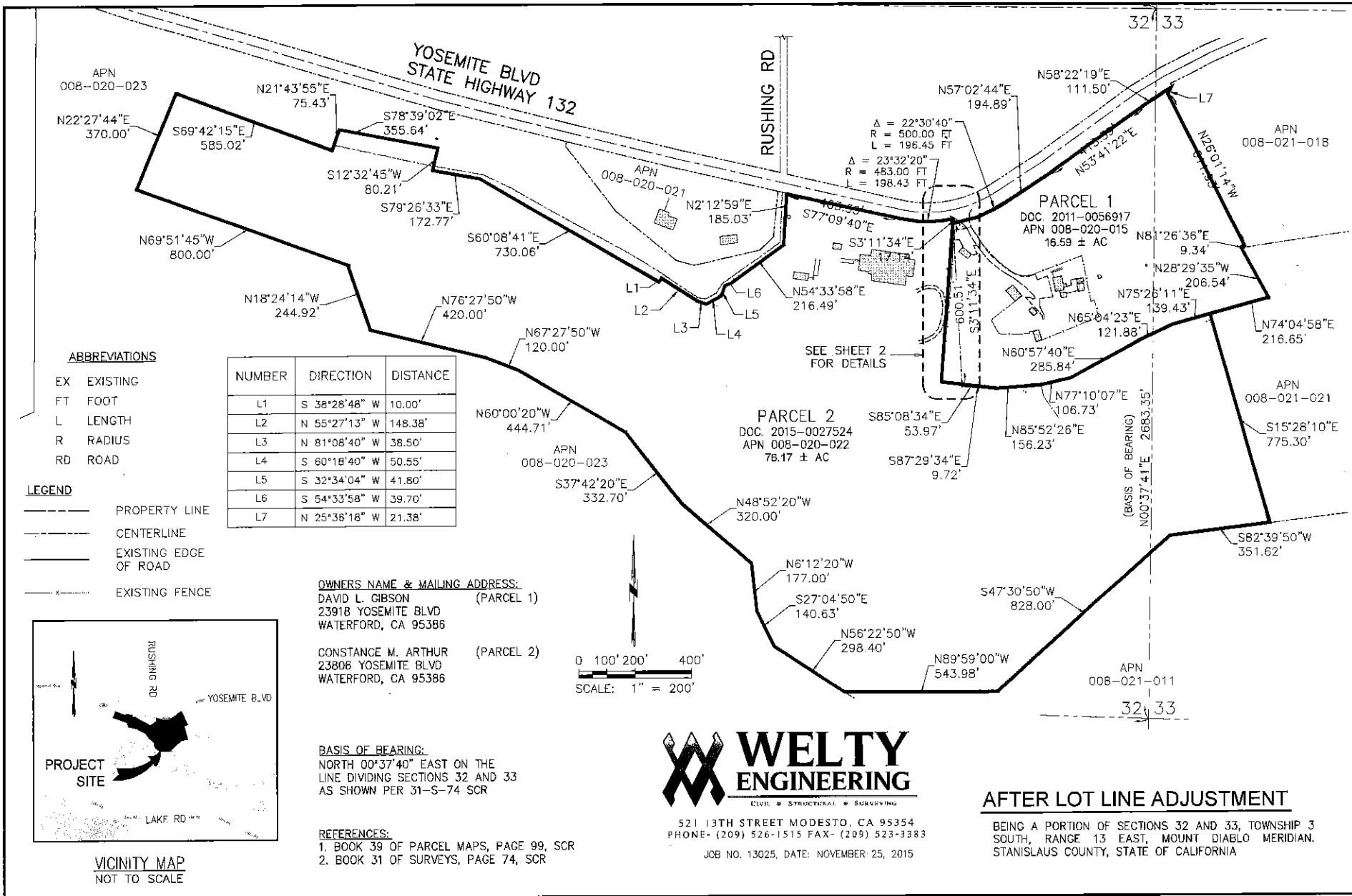
Angela Freitas, Planning and Community Development Director Telephone: (209) 525-6330

**ATTACHMENT(S):**

1. Williamson Act and Lot Line Adjustment Request Overview
2. Map of Parcels Before the Proposed Lot Line Adjustment
3. Map of Parcels After the Proposed Lot Line Adjustment
4. Applicant's Statement of Findings



FOR ILLUSTRATIVE PURPOSES ONLY



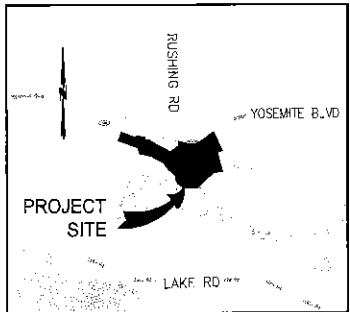
**ABBREVIATIONS**

- EX EXISTING
- FT FOOT
- L LENGTH
- R RADIUS
- RD ROAD

NUMBER	DIRECTION	DISTANCE
L1	S 38°28'48" W	10.00'
L2	N 55°27'13" W	148.38'
L3	N 81°08'40" W	38.50'
L4	S 60°18'40" W	50.55'
L5	S 32°34'04" W	41.80'
L6	S 54°33'58" W	39.70'
L7	N 25°36'18" W	21.38'

**LEGEND**

- PROPERTY LINE
- CENTERLINE
- EXISTING EDGE OF ROAD
- EXISTING FENCE

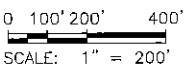


VICINITY MAP  
NOT TO SCALE

**OWNERS NAME & MAILING ADDRESS:**  
 DAVID L. GIBSON (PARCEL 1)  
 23918 YOSEMITE BLVD  
 WATERFORD, CA 95386  
 CONSTANCE M. ARTHUR (PARCEL 2)  
 23806 YOSEMITE BLVD  
 WATERFORD, CA 95386

**BASIS OF BEARING:**  
 NORTH 00°37'40" EAST ON THE  
 LINE DIVIDING SECTIONS 32 AND 33  
 AS SHOWN PER 31-S-74 SCR

**REFERENCES:**  
 1. BOOK 39 OF PARCEL MAPS, PAGE 99, SCR  
 2. BOOK 31 OF SURVEYS, PAGE 74, SCR



521 13TH STREET MODESTO, CA 95354  
 PHONE- (209) 526-1515 FAX- (209) 523-3383  
 JOB NO. 13025, DATE: NOVEMBER 25, 2015

**AFTER LOT LINE ADJUSTMENT**

BEING A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3  
 SOUTH, RANGE 13 EAST, MOUNT DIABLO MERIDIAN,  
 STANISLAUS COUNTY, STATE OF CALIFORNIA

ATTACHMENT 3

FOR ILLUSTRATIVE PURPOSES ONLY





RECORDING REQUESTED BY  
STANISLAUS COUNTY BOARD OF  
SUPERVISORS

WHEN RECORDED RETURN TO  
STANISLAUS COUNTY PLANNING  
DEPARTMENT 1010 10<sup>TH</sup> Street, Suite 3400  
Modesto, CA 95354

**NOTICE OF RESCISSION AND  
SIMULTANEOUS RE-ENTRY INTO  
CALIFORNIA LAND CONSERVATION  
CONTRACT NO. 2017-0021**

THIS S

Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2017-0054951-00**

Acct 121-Planning.

Friday, JUL 28, 2017 08:18:56

Ttl Pd \$0.00 Rcpt # 0004002599

OJC/R2/2-14

THIS NOTICE OF RESCISSION AND CALIFORNIA LAND CONSERVATION CONTRACT is made and entered into July 11, 2017, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and the undersigned landowners or the successors thereof, hereinafter referred to as "Owner" as follows:

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

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

DESIGNATED AGENT: DAVID L. GIBSON,  
23918 YOSEMITE BLVD.  
WATERFORD, CA 95386

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

ASSESSORS PARCEL NUMBER	ACREAGE	SITUS ADDRESS (If none, please provide Legal Description)
008-020-015	16.59 +/-	23918 Yosemite Blvd, Waterford, CA 95386

Pursuant to Stanislaus County Board of Supervisors Resolution No. 2017-390, relating to Lot Line Adjustment No. PLN2015-0084 as authorized by Govt. Code § 51257, California Land Conservation Contract No. 1972-0544 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.

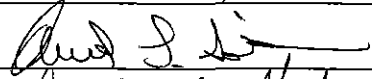
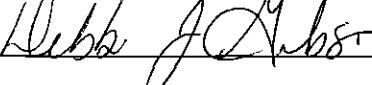
14JC

**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 (Print or type)	SIGNATURE (All to be notarized)	DATE	SIGNED AT (City)
David L. Gibson		12/27/16	Modesto
Debbie J. Gibson		12/27/16	Modesto

**SECURITY HOLDERS:**

**OWNERS:**


NAME (Print or type)	SIGNATURE (All to be notarized)	DATE	SIGNED AT (City)

**EXHIBITS:**

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

COUNTY: Stanislaus County

7.24.2017  
Dated

  
Chairman, Board of Supervisors  
Angela Freitas for Vito Chiesa

**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 24, 2017 before me, Kimera L. Hall, Notary Public

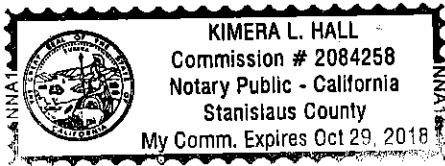
Date Here Insert Name and Title of the Officer

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.



Signature Kimera L. Hall  
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:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

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

Signer Is Representing:

Signer's Name:

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

Signer Is Representing:

**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 12-27-16 before me, Rachael Ferguson, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared David L. Gibson  
Name(s) of Signer(s)  
Debbie S. Gibson

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though 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: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
**BEFORE LOT LINE ADJUSTMENT**

**PARCEL 1:**

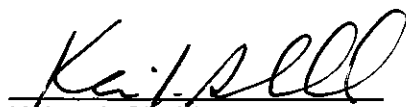
All that certain piece of land being a portion of the West half of Section 33 and the East half of Section 32, Township 3 South, Range 13 East, Mount Diablo Meridian, lying in the County of Stanislaus, State of California, shown as Parcel No. 1 in Book 39 of Parcel Maps, at Page 99, recorded on September 15, 1987 in the Stanislaus County Recorder's Office, more particularly described as follows:

**COMMENCING** at a the common section quarter corner of Section 28, 29, 32 and 33 as shown on said Book 39 of Parcel Maps, at Page 99; thence along the common section line between Section 32 and 33 South 0°37'40" West, a distance of 298.34 feet to a point being 33.00 feet southeast and at right angle with the centerline of State Highway 132, also known as Yosemite Boulevard; thence leaving said common section line and along the old lot line as designated on said Book 39 of Parcel Maps, at Page 99, South 28°29'36" East a distance of 839.69 feet to **THE POINT OF BEGINNING** of this description, also being the most Southeast corner of said Parcel No. 1 and being the property described hereon; thence along the South line of the said Parcel No. 1 the following eight (8) courses and distances: (1) South 74°04'53" West 216.63 feet; (2) South 75°26'11" West 139.43 feet; (3) South 65°04'23" West 121.88 feet; (4) South 60°57'40" West 285.84 feet; (5) South 77°10'07" West 106.73 feet; (6) South 85°52'26" West 156.23 feet; (7) North 87°29'34" West 71.68 feet; (8) North 85°08'34" West 53.97 feet to the Southwest corner of said Parcel No. 1; thence leaving said South line and along the West line of said Parcel No. 1 North 3°11'34" West a distance of 583.70 feet to a point on the Southeasterly line of said State Highway 132 and being 50.00 feet Southeast of the centerline, also said point is on a curve concave to the Northwest having a radius of 500.00 feet and a central bearing of North 10°26'36" West; thence 50.00 feet from and parallel with the centerline of said State Highway 132 along the Southeasterly line the following four (4) courses and distances: (1) along said curve having a central angle of 22°30'40" an arc distance of 196.45 feet; (2) North 57°02'44" East 194.89 feet; (3) North 53°41'22" East 413.39 feet; (4) North 58°22'19" East 111.52 feet to the most Northeast corner of said Parcel No. 1; thence leaving the Southeasterly line of said State Highway 132 and along the East line of said Parcel No. 1 the following four (4) courses and distances: (1) South 25°36'18" West 21.38 feet; (2) South 26°01'14" East 611.93 feet; (3) South 81°26'36" West 9.34 feet; (4) South 28°29'36" East 206.54 feet to **THE POINT OF BEGINNING**.

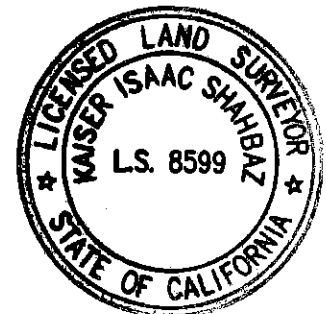
**CONTAINING** an area of 16.19 acres more or less.

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

Apn: 008-020-015

  
Kaiser I. Shahbaz  
L. S. 8599

4/18/2017  
Date



**EXHIBIT "B"**  
**AFTER LOT LINE ADJUSTMENT**

**PARCEL 1:**

All that certain piece of land being a portion of the West half of Section 33 and the East half of Section 32, Township 3 South, Range 13 East, Mount Diablo Meridian, lying in the County of Stanislaus, State of California, shown as Parcel No. 1 in Book 39 of Parcel Maps, at Page 99, recorded on September 15, 1987 in the Stanislaus County Recorder's Office, more particularly described as follows:

**COMMENCING** at a the common section quarter corner of Section 28, 29, 32 and 33 as shown on said Book 39 of Parcel Maps, at Page 99; thence along the common section line between Section 32 and 33 South 0°37'40" West, a distance of 298.34 feet to a point being 33.00 feet southeast and at right angle with the centerline of State Highway 132, also known as Yosemite Boulevard; thence leaving said common section line and along the old lot line as designated on said Book 39 of Parcel Maps, at Page 99, South 28°29'36" East a distance of 839.69 feet to **THE POINT OF BEGINNING** of this description, also being the most Southeast corner of said Parcel No. 1 and being the property described hereon; thence along the South line of the said Parcel No. 1 the following eight (8) courses and distances: (1) South 74°04'53" West 216.63 feet; (2) South 75°26'11" West 139.43 feet; (3) South 65°04'23" West 121.88 feet; (4) South 60°57'40" West 285.84 feet; (5) South 77°10'07" West 106.73 feet; (6) South 85°52'26" West 156.23 feet; (7) North 87°29'34" West 71.68 feet; (8) North 85°08'34" West 53.97 feet to the Southwest corner of said Parcel No. 1; thence leaving said South line and along the West line of said Parcel No. 1 North 3°11'34" West a distance of 583.70 feet to a point on the Southeasterly line of said State Highway 132 and being 50.00 feet Southeast of the centerline, also said point is on a curve concave to the Northwest having a radius of 500.00 feet and a central bearing of North 10°26'36" West; thence 50.00 feet from and parallel with the centerline of said State Highway 132 along the Southeasterly line the following four (4) courses and distances: (1) along said curve having a central angle of 22°30'40" an arc distance of 196.45 feet; (2) North 57°02'44" East 194.89 feet; (3) North 53°41'22" East 413.39 feet; (4) North 58°22'19" East 111.52 feet to the most Northeast corner of said Parcel No. 1; thence leaving the Southeasterly line of said State Highway 132 and along the East line of said Parcel No. 1 the following four (4) courses and distances: (1) South 25°36'18" West 21.38 feet; (2) South 26°01'14" East 611.93 feet; (3) South 81°26'36" West 9.34 feet; (4) South 28°29'36" East 206.54 feet to **THE POINT OF BEGINNING**.

**TOGETHER** with that certain portion of Parcel 2 as shown on Book 39 of Parcel Maps, Page 99, Stanislaus County Records described as follows:

**COMMENCING** at the Northeast corner of said Parcel 2; thence along the Northeasterly line of said Parcel 2 South 03°11'34" East 17.14 feet to the Northwest corner of Parcel 1 as shown on said Book 39 of Parcel Maps, Page 99 and **THE POINT OF BEGINNING**; thence continue along the common line between said Parcels 1 and 2 South 03°11'34" East 576.99 feet to a point on existing fence, hereon designation as Point "A"; thence leaving said common line between Parcels 1 and 2 and along said existing fence the following five (5) courses and distances: (1) North 79°54'25" West 73.35 feet; (2) North 5°25'45" East 390.24 feet; (3) North 02°12'05" East 54.77 feet; (4) North 01°39'31" East 73.65 feet; (5) North 01°19'52" West 46.41 feet to **THE POINT OF BEGINNING**, having an area of 17,796 square feet more or less.

Continues next page:

**EXHIBIT "B"**  
**AFTER LOT LINE ADJUSTMENT**

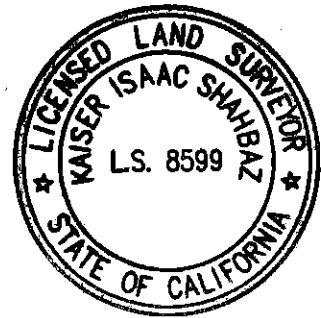
Parcel 1 continues:

**EXCEPTING** therefrom that certain portion of said Parcel 1 as shown on Book 39 of Parcel Maps, Page 99, Stanislaus County Records described as follows:

**BEGINNING** at said Point "A" thence along said existing fence South 79°54'25" East 64.84 feet to a point on the Southerly line of said Parcel 1; thence leaving said existing fence and along said Southerly line the following two (2) courses and distances: (1) North 87°29'34" West 9.72 feet; (2) North 85°08'34" West 53.97 feet to the Southwest corner of said Parcel 1; thence along said common line between Parcels 1 and 2 North 03°11'34" West 6.38 feet to **THE POINT OF BEGINNING**, having an area of 212 square feet more or less.

**CONTAINING** an area of 16.59 acres more or less.

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



*Kaiser I. Shahbaz*  
Kaiser I. Shahbaz  
L. S. 8599

4/18/2017  
Date

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

DEPT: Planning and Community Development BOARD AGENDA #: \*D-2

AGENDA DATE: July 11, 2017

**SUBJECT:**

Approval to Rescind All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

**BOARD ACTION AS FOLLOWS:**

No. 2017-390

On motion of Supervisor Withrow, Seconded by Supervisor Olsen

and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

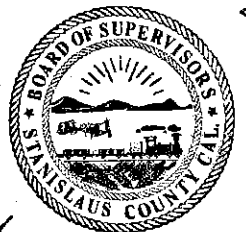
MOTION:

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

ELIZABETH A. KING

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

By Kelley Rodriguez



JUL 12 2017

ATTEST: Elizabeth A. King  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

EXHIBIT C



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

DEPT: Planning and Community Development  
Urgent  Routine

BOARD AGENDA #: \*D-2

AGENDA DATE: July 11, 2017



CEO CONCURRENCE: \_\_\_\_\_

4/5 Vote Required: Yes  No

---

**SUBJECT:**

Approval to Rescind All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

---

**STAFF RECOMMENDATIONS:**

1. Pursuant to 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 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 Assembly Bill (AB) 1265.
  - 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 Government Code 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 All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

---

2. Rescind all of Williamson Act Contract Nos. 1972-0544, and 2008-16, located at 23806 and 23918 Yosemite Boulevard, between Crabtree Road and La Grange Road, north of the Tuolumne River (APNs: 008-020-015 and 008-020-022):
3. Approve a new contract, or contracts, pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur.
4. Authorize the Director of Planning and Community Development to execute a new contract, or contracts, pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur.

#### **DISCUSSION:**

The lot line adjustment request includes the adjustment of two parcels (92.8 total acres) to correct for existing fencing that has been constructed across property lines. An overview of the Lot Line Adjustment application, including property owners, parcel sizes (existing and proposed), Williamson Act Contract information, and current development/use is provided in Attachment 1. Before and after maps of the proposed lot line adjustment are provided in Attachments 2 and 3.

The Williamson Act requires Board of Supervisor action to rescind and simultaneously enter into a new contract, or contracts, reflecting adjusted parcel configurations. Staff has reviewed the Lot Line Adjustment application for compliance with the County's General Plan and all applicable zoning and Williamson Act criteria and determined that the application meets the requirements for approval.

Parcel 1 is currently enrolled in Williamson Act Contract No. 1972-0544 and Parcel 2 is enrolled in Williamson Act Contract 2008-16. If this lot line is approved, both proposed parcels (92.8 acres total) will be enrolled in a new contract, or contracts.

Pursuant to California Government Code Section 51257, the parties to a contract, or contracts, may mutually agree to rescind the contract, or contracts, and simultaneously re-enter into a new contract, or contracts, provided that the Board of Supervisors 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.

Approval to Rescind All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

---

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 Government Code Section 51222.

Note: the definition in 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 all the findings can be made as the proposed lot line adjustment will not increase the number of developable parcels, will not reduce the number of acres covered under contract, or contracts, and will not compromise the continued agricultural use of the parcels. The Applicant's Statement of Findings is provided in Attachment 4.

New Williamson Act Contracts would typically come before the Board of Supervisors once a year, in December; 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. As is the case with all Williamson Act Contracts in Stanislaus County, the new contract, or 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 Stanislaus 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:**

Costs associated with this item are covered by a Lot Line Adjustment application fee. It is anticipated that there will be no net change in property tax or other revenue, therefore providing no additional fiscal effect.

Approval to Rescind All of Williamson Act Contract Nos. 1972-0544, and 2008-16, Located at 23806 and 23918 Yosemite Boulevard, Between Crabtree Road and La Grange Road, North of the Tuolumne River; and Approval of a New Contract, or Contracts, Pursuant to Lot Line Adjustment Application No. PLN2015-0084, Gibson and Arthur

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**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:**

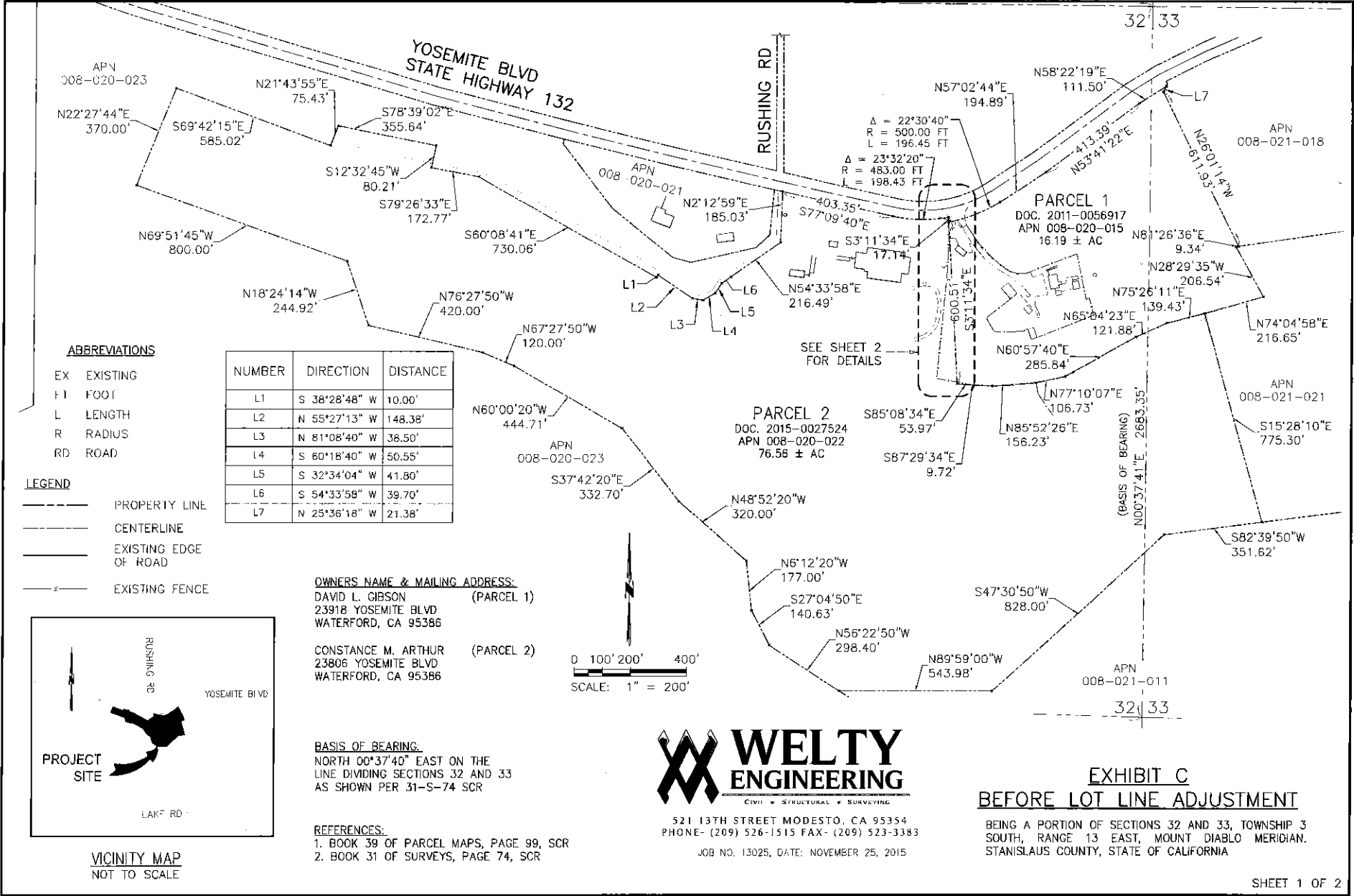
Planning and Community Development Department staff is responsible for reviewing all applications, preparing all reports, and attending meetings associated with the proposed Lot Line Adjustment application.

**CONTACT PERSON:**

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

**ATTACHMENT(S):**

1. Williamson Act and Lot Line Adjustment Request Overview
2. Map of Parcels Before the Proposed Lot Line Adjustment
3. Map of Parcels After the Proposed Lot Line Adjustment
4. Applicant's Statement of Findings



**ABBREVIATIONS**

- EX EXISTING
- FI FOOT
- L LENGTH
- R RADIUS
- RD ROAD

**LEGEND**

- PROPERTY LINE
- CENTERLINE
- EXISTING EDGE OF ROAD
- EXISTING FENCE

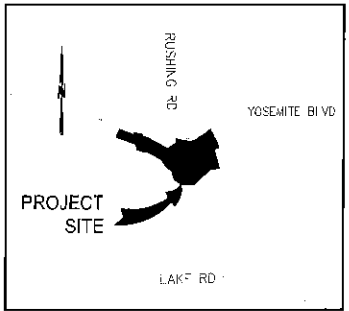
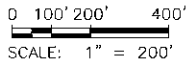
NUMBER	DIRECTION	DISTANCE
L1	S 38°28'48" W	10.00'
L2	N 55°27'13" W	148.38'
L3	N 81°08'40" W	38.50'
L4	S 60°18'40" W	50.55'
L5	S 32°34'04" W	41.80'
L6	S 54°33'58" W	39.70'
L7	N 25°36'18" W	21.38'

**OWNERS NAME & MAILING ADDRESS:**  
 DAVID L. GIBSON (PARCEL 1)  
 23918 YOSEMITE BLVD  
 WATERFORD, CA 95386

CONSTANCE M. ARTHUR (PARCEL 2)  
 23806 YOSEMITE BLVD  
 WATERFORD, CA 95386

**BASIS OF BEARING:**  
 NORTH 00°37'40" EAST ON THE  
 LINE DIVIDING SECTIONS 32 AND 33  
 AS SHOWN PER 31-S-74 SCR

- REFERENCES:**
- BOOK 39 OF PARCEL MAPS, PAGE 99, SCR
  - BOOK 31 OF SURVEYS, PAGE 74, SCR



**VICINITY MAP**  
 NOT TO SCALE



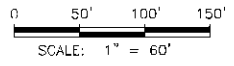
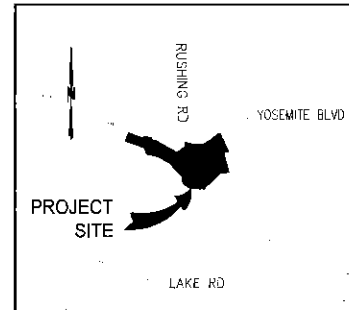
521 13TH STREET MODESTO, CA 95354  
 PHONE- (209) 526-1515 FAX- (209) 523-3383

JOB NO. 13025, DATE: NOVEMBER 25, 2015

**EXHIBIT C**  
**BEFORE LOT LINE ADJUSTMENT**

BEING A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3  
 SOUTH, RANGE 13 EAST, MOUNT DIABLO MERIDIAN,  
 STANISLAUS COUNTY, STATE OF CALIFORNIA

YOSEMITE BLVD  
STATE HIGHWAY 132



**OWNERS NAME & MAILING ADDRESS:**  
 DAVID L. GIBSON (PARCEL 1)  
 23918 YOSEMITE BLVD  
 WATERFORD, CA 95386  
 CONSTANCE M. ARTHUR (PARCEL 2)  
 23806 YOSEMITE BLVD  
 WATERFORD, CA 95386

**BASIS OF BEARING:**  
 NORTH 00°37'40" EAST ON THE LINE DIVIDING  
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**REFERENCES:**  
 1. BOOK 39 OF PARCEL MAPS, PAGE 99, SCR  
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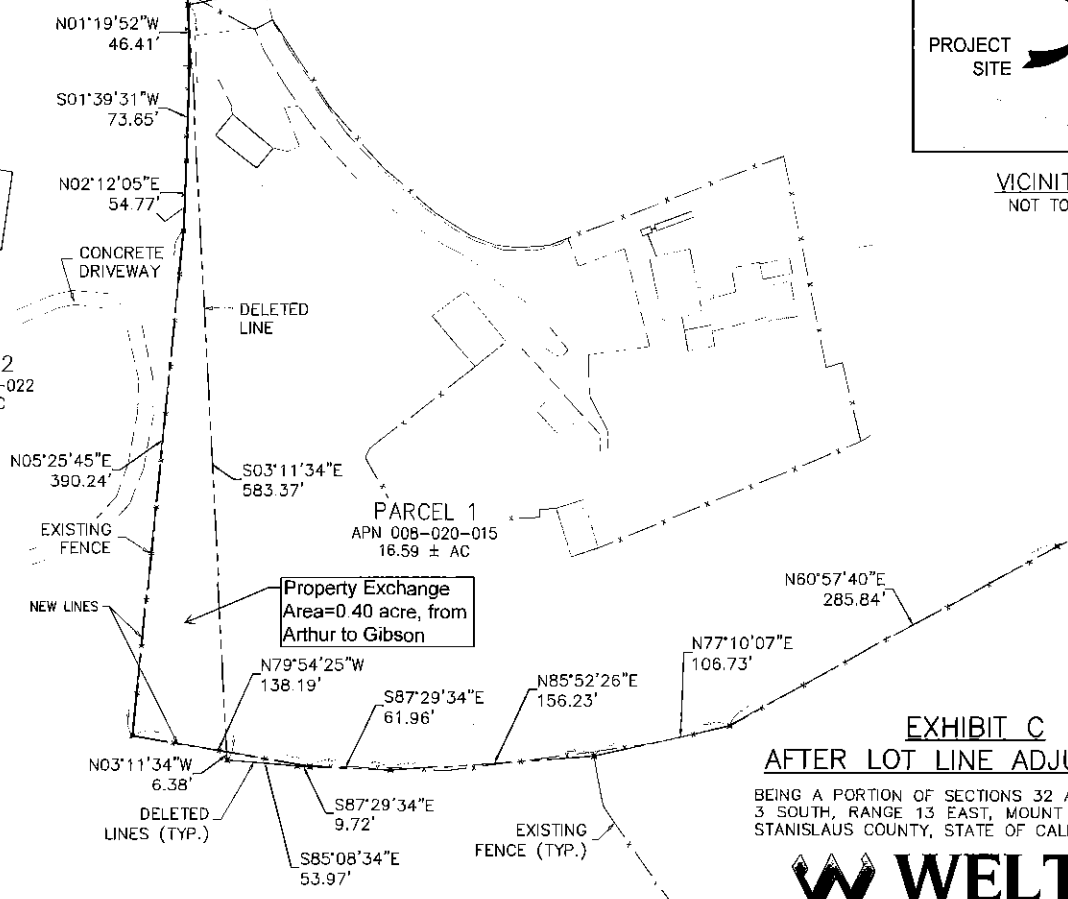
**LEGEND:**

	PROPERTY LINE
	CENTERLINE
	EXISTING EDGE OF PAVEMENT
	BARBWIRE FENCE
	BUILDING

PARCEL 2  
 APN 008-020-022  
 76.16 ± AC

PARCEL 1  
 APN 008-020-015  
 16.59 ± AC

Property Exchange  
 Area=0.40 acre, from  
 Arthur to Gibson



**EXHIBIT C**  
**AFTER LOT LINE ADJUSTMENT**

BEING A PORTION OF SECTIONS 32 AND 33, TOWNSHIP  
 3 SOUTH, RANGE 13 EAST, MOUNT DIABLO MERIDIAN,  
 STANISLAUS COUNTY, STATE OF CALIFORNIA



521 13TH STREET MODESTO, CA 95354  
 PHONE- (209) 526-1515 FAX- (209) 523-3383

JOB NO. 13025, DATE: NOVEMBER 25, 2015