

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

DEPT: Public Works

BOARD AGENDA:5.C.2
AGENDA DATE: June 12, 2018

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Hickman Road Over
Tuolumne River Bridge Replacement Project, Grantor: Robert L. Wenzel

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0278

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

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

MOTION:

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

File No.

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

DEPT: Public Works

BOARD AGENDA:5.C.2
AGENDA DATE: June 12, 2018

CONSENT:

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Approval of an Agreement for Acquisition of Property for the Hickman Road Over Tuolumne River Bridge Replacement Project, Grantor: Robert L. Wenzel

STAFF RECOMMENDATION:

1. Approve the Agreement for Acquisition of Property for the Hickman Road over Tuolumne River Bridge Replacement Project, Grantor: Robert L. Wenzel, Surviving Trustee of the Wenzel Trust 02/29/2000, Assessor's Parcel Number (APN) 080-035-008 (partial).
2. Authorize the Chairman of the Board to execute the Agreement for Acquisition of Property.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

Stanislaus County (County) Department of Public Works proposes to replace the existing bridge on Hickman Road over the Tuolumne River (Bridge No. 38C-0004) located 0.15 mile south of State Route 132 near the City of Waterford in eastern Stanislaus County. The general setting is urban with recreational, commercial retail, and public facility uses. The bridge currently carries vehicular traffic over the Tuolumne River.

The project is funded primarily by the Federal Highway Bridge Program (HBP) administered by the Federal Highway Administration (FHWA) through Caltrans Local Assistance. The replacement bridge will meet current applicable County, American Association of State Highway and Transportation Officials (AASHTO), and Caltrans design criteria and standards.

Constructed in 1964, the existing Hickman Road bridge was last inspected by Caltrans in 2017 and has a sufficiency rating of 64.7 out of a possible score of 100, and is classified as Structurally Deficient. In addition, the existing bridge is deemed "Scour Critical" with a scour rating of 3, meaning that the local scour and predicted future degradation will continue to undermine the bridge supports. In November 2004, emergency repair work was done to slow down the erosion of the bridge foundations. Because of ongoing channel degradation, the existing bridge has been closed during high flow events due to public safety concerns, most recently in February 2017. The existing bridge is also too narrow for a road with its current traffic count of 7,700

vehicles per day, and does not accommodate safe access for pedestrians or bicycles over the Tuolumne River.

The purpose of this project is to remove the existing structurally deficient structure and replace it with a new bridge designed to current structural and geometric standards, while minimizing adverse impacts to the Tuolumne River and the surrounding riparian area. The replacement bridge will consist of a 750-foot long cast-in-place (CIP) post-tensioned box girder with two 12-foot-wide travel lanes and two 8-foot-wide shoulders and one 5-foot wide sidewalk placed along the upstream edge. The new bridge is wide enough to accommodate two lanes of vehicular traffic plus safe pedestrian and bike access. The new bridge will be supported on a deep drilled-pile foundation to address the ongoing degradation of the Tuolumne River channel. The replacement bridge will be constructed immediately upstream of the existing structure, in order to keep the existing road and bridge open to public traffic during construction. The new upstream road alignment will transition and connect back to the existing Hickman Road alignment using a design speed of 45 mph. The existing bridge will be demolished upon completion of the new bridge construction.

Stanislaus County is the lead agency on the project and responsible for all right-of-way acquisitions needed for the construction of this project. The property being acquired is located north of the Tuolumne River and east of Hickman Road. The property owner who owns the land needed by the County has agreed to accept the following terms as outlined in the Agreement for Acquisition of Property in Attachment 1:

Property Owner:	Robert L. Wenzel, Surviving Trustee of the Wenzel Trust 02/29/2000
Amount of Compensation:	\$19,908
Assessor's Parcel Number:	080-035-008 (partial)
Right-of-Way Acquisition Area:	4,137 +/- Square Feet Permanent Road Easement 4,176 +/- Square Feet Temporary Construction Easement

The amount of compensation has been determined to be within the range of just compensation by the consultant, Overland, Pacific and Cutler, LLC, who is contracted with the County for right of way acquisition services.

Staff recommends that the Board approve the right-of-way acquisition and authorize the Chairman of the Board to execute the Agreement for Acquisition of Property.

Construction of this project is scheduled to begin in the summer of 2019.

POLICY ISSUE:

The Board of Supervisors' approval is necessary for all agreements for acquisition of property per Government Code section 6950.

FISCAL IMPACT:

The \$22,108 needed for the purchase of this right-of-way is funded by Federal Highway Bridge Programs and consists of \$19,908 for the acquisition of property and \$2,200 for estimated title insurance and escrow fees. Funding is included in the Fiscal Year 2017-2018 Adopted Final Public Works Road Projects Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure* by replacing a structurally deficient bridge that allows a major arterial road to connect two rural communities.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

David Leamon, Interim Public Works Director

Telephone: (209) 525-4151

ATTACHMENT(S):

1. Aquisition of Property Agreement - Robert Wenzel
2. Road Deed - Robert Wenzel
3. Temporary Construction Easement Deed - Robert Wenzel

Project: Hickman Road over Tuolumne
River Bridge Replacement Project
Grantor: Robert L. Wenzel, Surviving
Trustee of the Wenzel Trust 02/29/2000
APN: 080-035-008

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property is between the **County of Stanislaus** (County) and **Robert L. Wenzel, as Surviving Trustee of the Wenzel Trust, created on February 29, 2000, as sole and separate property of Robert L. Wenzel (Grantor)**. This Agreement is expressly subject to approval by the County Board of Supervisors.

1. PROPERTY.

Grantor agrees to sell to County, and County agrees to purchase from Grantor, on the terms and conditions set forth in this Agreement, the real property interest described in the Exhibits, attached hereto which are incorporated herein by this reference (the "Property").

2. DELIVERY OF DOCUMENTS/ESCROW.

All documents necessary for the transfer of the Property shall be executed and delivered by Grantor to the County's designated Acquisition Agent.

This transaction shall be handled through an escrow with Fidelity National Title Company, 1375 Exposition Blvd., Suite 240, Sacramento, CA 95815, at (916) 646-6057.

3. PURCHASE PRICE AND TITLE.

The consideration to be paid by the County for the Property is the Purchase Price of **NINETEEN THOUSAND NINE HUNDRED EIGHT AND NO/100 DOLLARS (\$19,908.00)** as consideration in full for the real property interests being conveyed in the referenced Deed(s).

County shall deliver the Purchase Price at the close of escrow after the delivery and execution of all necessary transfer documents have occurred. Grantor shall convey good, marketable and insurable title to the Property free and clear of all liens, encumbrances, taxes, assessments and leases recorded and/or unrecorded.

Good, marketable and insurable title to the Property interest(s) shall be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy shall be in the amount of the Purchase Price, showing title to the Property interest(s) vested in County. It

shall be a condition precedent to County's obligations under this Agreement that escrow holder is able to issue the Title Policy to County.

County shall pay all costs of any escrow, title insurance, and recording fees incurred in this transaction.

Grantor agrees that if claims are submitted by lien-holders, the County is hereby authorized to honor such claims and deduct the amount of said claims from the amount to be paid to the property owner. The County will notify the Grantor of any such claims prior to payment.

Grantor acknowledges that the acquisition of the Property by the County is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. Grantor(s) acknowledges that in lieu of condemnation, the Purchase Price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Grantor(s) may have against the County by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, including, but not limited to, any and all claims for attorney fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claims.

If any eminent domain action that includes the Property, or any portion thereof, has been filed by the County, Grantor hereby agrees and consents to dismissal of said action. Grantor waives any and all claims to any money that may have been deposited with the State Treasurer in such action and further waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

4. IMPROVEMENTS PURCHASED AND COST TO CURE.

Payment in Clause 3 includes, but is not limited to, payment in full for all the land, real property interests, improvements, damages, severance, benefits, loss, replacement and moving of any improvements, that are considered to be part of the realty and are being acquired by the County in this transaction as conveyed by the Deed.

Also, included in the amount payable under Clause 3 is payment in full to compensate Grantor for the expense of performing the following work: none.

If Grantor fails to complete the work described above within said timeframe, County reserves the right to remove any improvements within the area described above and Grantor releases County from any liability and/or claims to compensation related to said removal.

Restoration of the property shall occur only within the temporary construction easement area within the Property. County shall generally restore the temporary construction easement area to the condition that existed prior to County's project construction, to the extent reasonably practical.

5. PRORATION OF TAXES.

- (a) Taxes shall be prorated in accordance with California Revenue and Taxation Code section 5086 et seq., as of the recordation of the Deed(s) conveying title to County, except that where County has taken possession of the Property, taxes shall be prorated as of the date of possession.
- (b) Grantor authorizes County to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property.

6. PERMISSION TO ENTER.

Upon Grantor's signature of this Agreement, Grantor hereby grants to the County, its agents and contractors, permission to enter upon the subject lands prior to the close of escrow or payment to Grantor, should there be no escrow. Entry shall be only for the preparation of construction of the County's facilities and environmental purposes, subject to all applicable terms and conditions contained in this Agreement and the associated Deed(s).

7. POSSESSION.

Grantor agrees that after the County's acceptance of the Agreement and Deed(s) and, should escrow occur, the date escrow closes shall constitute the date of possession in which the County may enter upon and take possession of the Property. Should the deed be recorded by the County, the date in which the check is mailed from the County to the Grantor shall constitute the date of possession in which the County may enter upon and take possession of the Property.

8. LEASE INDEMNIFICATION.

Grantor warrants there are no oral or written leases on all or any portion of the herein referenced real property exceeding a period of one month, or if there are such leases, Grantor agrees to hold the County harmless and reimburse County for any and all of its losses and expenses occasioned by reason of any lease of said property held by tenant of Grantor for a period exceeding one month.

9. HAZARDOUS WASTE MATERIAL.

The Grantor hereby represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Grantor further represents and warrants that Grantors has no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantors taking title to the Property.

The Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination, or who may be otherwise deemed responsible parties.

10. ENTIRE AGREEMENT.

This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the County and Grantor(s).

11. COUNTERPARTS.


This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

(INTENTIONALLY LEFT BLANK)

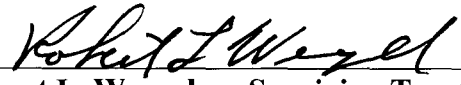
IN WITNESS WHEREOF, the parties have executed this Agreement on June 12, 2018 as follows:

COUNTY OF STANISLAUS

GRANTOR:



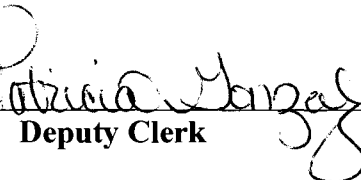
Jim DeMartini
Chairman of the Board of Supervisors

By: 

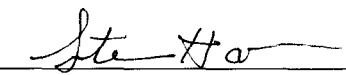
Robert L. Wenzel, as Surviving Trustee
of The Wenzel Trust, created on
February 29, 2000, as sole and separate
property of Robert L. Wenzel

ATTEST:
Elizabeth A. King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

RECOMMENDED FOR APPROVAL:


By: 

Patricia Gonzalez
Deputy Clerk

By: 


Steven Harris
Right of Way Agent

APPROVED AS TO CONTENT:
County of Stanislaus

By: 

Matt Machado
Director of Public Works

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 

Amanda DeHart
Deputy County Counsel

No Obligations Other Than Those Set Forth Herein Will Be Recognized

Fidelity National Title Company

Recording requested by:
Board of Supervisors,
County of Stanislaus

When recorded, mail to:
County of Stanislaus
Department of Public Works
1716 Morgan Road
Modesto, CA 95358

01001885 - PA

APN: 080-035-008



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2018-0046230-00

Acct 402-Counter Customers
Friday, JUL 06, 2018 10:15:06
Ttl Pd \$0.00 Rcpt # 0004146938
OJC/R2/1-4

No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

ROAD DEED

For a valuable consideration, receipt of which is hereby acknowledged,

Robert L. Wenzel, as Surviving Trustee of the Wenzel Trust, created on February 29, 2000, as sole and separate property of Robert L. Wenzel (hereinafter collectively referred to as "Grantor"),

does hereby grant to the COUNTY OF STANISLAUS, a political subdivision of the State of California, an easement for road right-of-way and public utility purposes in the real property in the County of Stanislaus, described and depicted in Exhibits "A" and "B."

DATED: 4-30-2018

By: Robert L. Wenzel
Robert L. Wenzel, as Surviving Trustee
of the Wenzel Trust, created on February 29, 2000,
as sole and separate property of Robert L. Wenzel

APPROVED as to description: SA Dated: 6/12/2018

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated 4/30/18 from Robert L. Wenzel, as Surviving Trustee of the Wenzel Trust, created on February 29, 2000, as sole and separate property of Robert L. Wenzel, to the County of Stanislaus, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Stanislaus adopted on May 12, 1998 in accordance with the provisions of Government Code section 27281, and the Grantee consents to recordation thereof by its duly authorized officer.

Department of Public Works of Stanislaus County, State of California

By: David A. Leamon Dated: 6/10/18
Matt Machado, Director of Public Works -

David A. Leamon - Interim Director of Public Works
4 JC

ACKNOWLEDGMENT

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

State of California

County of Contra Costa

On 4/30/2018 before me, Tricia K Tamura, Notary

Public, personally appeared Robert L. Wenzel, 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 Tricia K Tamura



(Seal)

Exhibit "A"
RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION
(APN: 080-035-008)

Being a portion of the property granted to Robert I. Wenzel, by Affidavit-Death of Trustee recorded January 25, 2017 as Document Number 2017-0005312, Stanislaus County Records, being also a portion of Parcel B as shown on that certain Parcel Map filed for record in Book 5 of Parcel Maps at Page 128, Stanislaus County Records, situate in Section 33, Township 3 South, Range 11 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows.

COMMENCING at a 2 1/2" Brass disc in monument well stamped "BC 1964 CO SURVEY" as shown on Stanislaus County Survey No. 1595, filed in the office of the County Surveyor;

thence, North 71°43'45" East 75.00 feet to a point on the Westerly line of said Parcel B, being also a point on the Easterly Right of Way line of Hickman Road and the **TRUE POINT OF BEGINNING** of this description;

thence, along said Westerly line of Parcel B, being also said Easterly Right of Way line, North 18°16'15" West 57.40 feet to the Northwestern corner of said Parcel B,

thence, along the Northerly line of said Parcel B, North 64°40'31" East 15.08 feet;

thence, leaving said Northerly line, South 19°34'21" East 132.96 feet;

thence South 28°39'55" East 76.40 feet to a point on the Southerly line of said Parcel B;

thence, along said Southerly line, South 61°25'11" West 32.29 feet to the Southwesterly corner of said Parcel B, being also a point on said Easterly Right of Way line of Hickman Road;

thence, along the Westerly line of said Parcel B, being also said Easterly Right of Way line, North 18°16'15" West 154.60 feet to the point of beginning.

Containing 4,137 square feet more or less

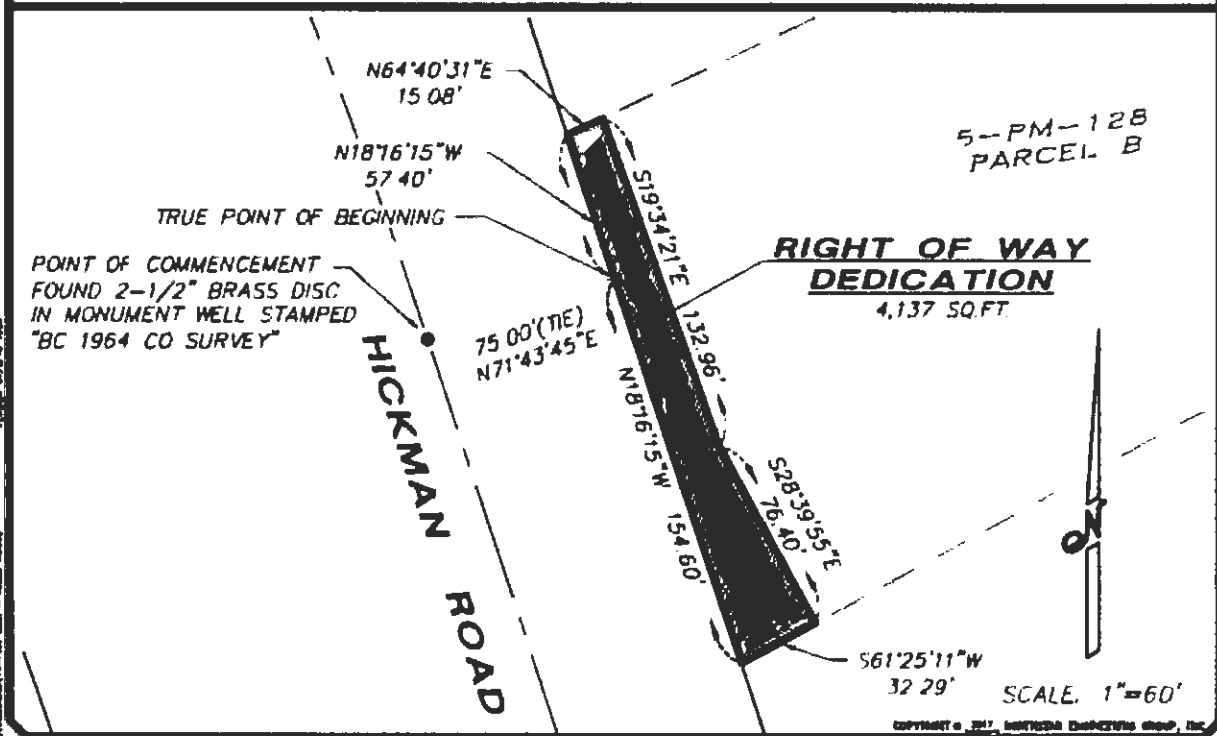
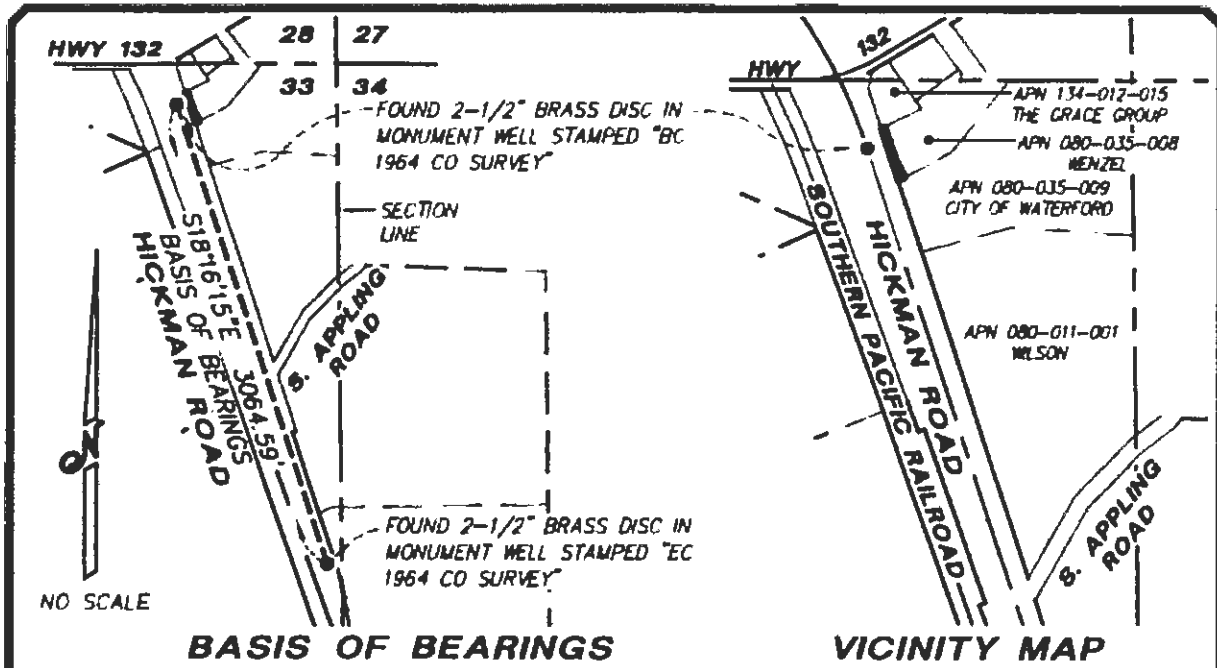
This legal description as described is delineated on the accompanying "Plat to Accompany Legal Description" and made a part hereof for reference purposes.


Nicole Cannella, PLS 9099



1-3-18

Exhibit "B"



<p>North Star Engineering Group, Inc.</p> <p>CIVIL ENGINEERING • SURVEYING • PLANNING • 820 12th Street Modesto, CA 95354 (209) 334-3375 Phone (209) 334-3328 Fax</p>	<p>PLAT TO ACCOMPANY LEGAL DESCRIPTION</p> <p>EXHIBIT 'B'</p> <p>LYING IN A PORTION OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 11 EAST, M.D.M.</p> <p>STANISLAUS COUNTY CALIFORNIA</p>	<p>JOB U14-1481</p> <p>DATE 1/3/18</p> <p>SCALE AS SHOWN</p> <p>DRAWN NC</p> <p>DESIGN NC</p> <p>CHECKED NC</p> <p>SHEET</p> <p align="center">01</p> <p align="right">of 01</p>
	<p align="center">STANISLAUS COUNTY CALIFORNIA</p>	

2
Fidelity National Title Company

01001885-PA

Recording requested by:
Board of Supervisors,
County of Stanislaus

When recorded, mail to:
County of Stanislaus
Department of Public Works
1716 Morgan Road
Modesto, CA 95358



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2018-0045231-00

Acct 402-Counter Customers
Friday, JUL 06, 2018 10:15:14
Ttl Pd \$0.00 Rcpt # 0004146939
OJC/R2/1-5

No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

TEMPORARY CONSTRUCTION EASEMENT DEED

(To the County of Stanislaus)

APN: 080-035-008

For a valuable consideration, receipt of which is hereby acknowledged,

Robert L. Wenzel, as Surviving Trustee of the Wenzel Trust, created on February 29, 2000, as sole and separate property of Robert L. Wenzel (hereinafter referred to as "Grantor"),

hereby grants to the

COUNTY OF STANISLAUS ("County"), a political subdivision of the State of California.

A temporary easement for the purposes of facilitating construction of adjacent public street improvements and related purposes, in, on, over, under, through, along, and across that certain parcel of land located in the County of Stanislaus, State of California described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein.

This Temporary Construction Easement shall commence after County acceptance of this Temporary Construction Easement Deed, as evidenced by the County's execution of the Certificate of Acceptance and Consent to Recordation attached hereto, and when escrow closes. If the deed is to be recorded by the County, commencement shall be the date in which the check is mailed from the County to the Grantor. This Temporary Construction Easement shall automatically terminate upon completion of County's construction or two (2) years after the commencement, whichever occurs first. However, County shall have the right to extend the Temporary Construction Easement term in four (4) additional three (3) month increments if County determines that additional time beyond the two-year period is necessary for construction completion. In such case, County shall have the unilateral right to extend the Temporary Construction Easement period through construction completion and agrees to compensate Grantor **SIX HUNDRED SEVENTY EIGHT AND .50/100 DOLLARS (\$678.50)** for each three-month extension term exercised. Payment for any such extension(s) shall be paid by County to Grantor concurrent with County's written notice to Grantor of County's intent to

exercise such extension provisions. In any event, this Temporary Construction Easement shall terminate on or before 7/6/2020. Upon termination, the Temporary Construction Easement area will be generally restored by County to a comparable or better condition as that which existed prior to County's access and use.

Executed this 30 day of April, 2018.

By: Robert L. Wenzel
Robert L. Wenzel, as Surviving Trustee
of the Wenzel Trust, created on February 29, 2000,
as sole and separate property of Robert L. Wenzel

APPROVED as to description: SA Dated: 6/12/2018

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated 4/30/18 from Robert L. Wenzel, as Surviving Trustee of the Wenzel Trust, created on February 29, 2000, as sole and separate property of Robert L. Wenzel, to the County of Stanislaus, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Stanislaus adopted on May 12, 1998 in accordance with the provisions of Government Code section 27281, and the Grantee consents to recordation thereof by its duly authorized officer.

Department of Public Works of Stanislaus County, State of California

By: Dial AP Dated: 6/10/18
Matt Machado, Director of Public Works

David Leamao, Interim

ACKNOWLEDGMENT

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

State of California

County of Contra Costa

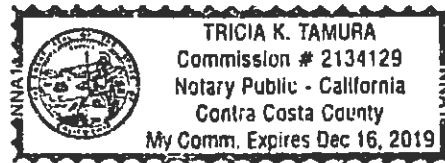
On 4/30/2018 before me, Tricia K Tamura, Notary

Public, personally appeared Robert L. Wenzel, 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 Tricia K Tamura



(Seal)

Exhibit "A"
20 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION
(APN: 080-035-008)

Being a portion of the property granted to Robert I. Wenzel, by Affidavit-Death of Trustee recorded January 25, 2017 as Document Number 2017-0005312, Stanislaus County Records, being also a portion of Parcel B as shown on that certain Parcel Map filed for record in Book 5 of Parcel Maps at Page 128, Stanislaus County Records, situate in Section 33, Township 3 South, Range 11 East, Mount Diablo Meridian, Stanislaus County, California, being more particularly described as follows:

COMMENCING at a 2 1/2" Brass disc in monument well stamped "BC 1964 CO SURVEY" as shown on Stanislaus County Survey No. 1595, filed in the office of the County Surveyor;

thence, North 71°43'45" East 75.00 feet to a point on the Westerly line of said Parcel B, being also a point on the Easterly Right of Way line of Hickman Road;

thence, along said Westerly line of Parcel B, being also said Easterly Right of Way line, North 18°16'15" West 57.40 feet to the Northwesterly corner of said Parcel B;

thence, along the Northerly line of said Parcel B, North 64°40'31" East 15.08 feet to the **TRUE POINT OF BEGINNING** of this description;

thence, continuing along said Northerly line, North 64°40'31" East 20.10 feet;

thence, leaving said Northerly line, South 19°34'21" East 133.39 feet;

thence South 28°39'55" East 74.84 feet to a point on the Southerly line of said Parcel B;

thence, along said Southerly line, South 61°25'11" West 20.00 feet;

thence, leaving said Southerly line, North 28°39'55" West 76.40 feet;

thence North 19°34'21" West 132.96 feet to the point of beginning.

Containing 4,176 square feet more or less

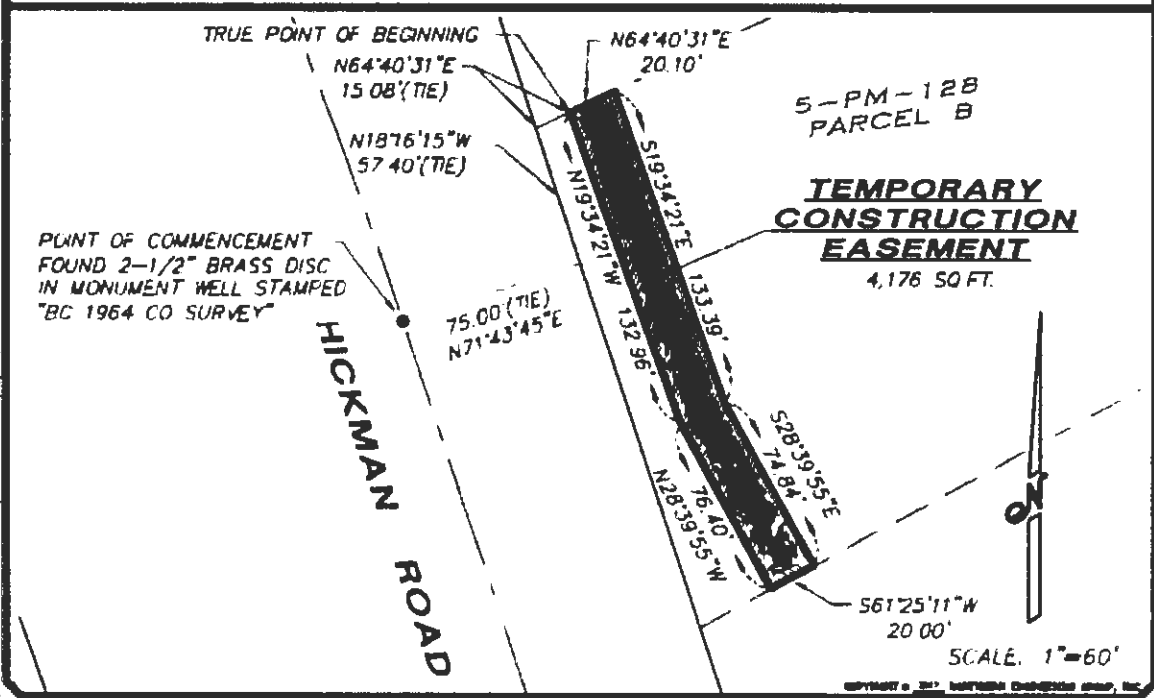
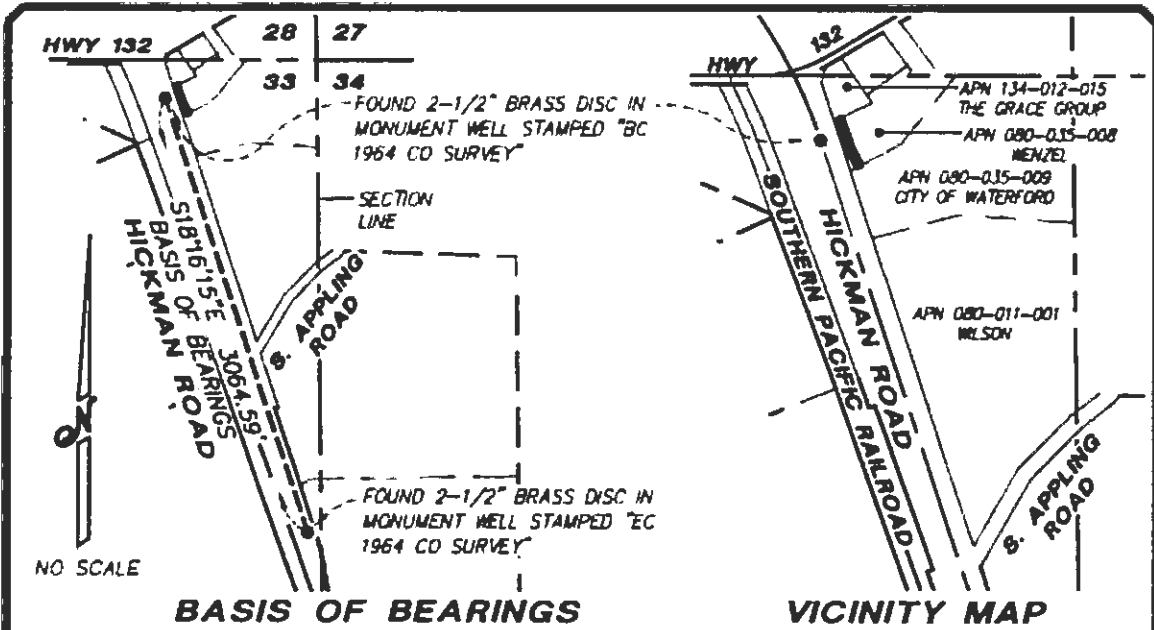
This legal description as described is delineated on the accompanying "Plat to Accompany Legal Description" and made a part hereof for reference purposes


Nicole Cannella, PLS 9099



1-3-18

Exhibit "B"



<p>North Star Engineering Group, Inc.</p> <p>CIVIL ENGINEERING • SURVEYING • PLANNING 620 12th Street Modesto, CA 95134 (209) 524-1120 Phone (209) 524-3338 Fax</p>	<p>PLAT TO ACCOMPANY LEGAL DESCRIPTION</p> <p>EXHIBIT 'B'</p> <p>Lying in a PORTION OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 11 EAST 40th M.</p> <p>STANISLAUS COUNTY CALIFORNIA</p>	<p>JOB: 114-1481</p> <p>DATE: 1/3/18</p> <p>SCALE: AS SHOWN</p> <p>DRAWN: NC</p> <p>DESIGN: NC</p> <p>CHECK: NC</p> <p>SHEET: 01 of 01</p>
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