RECOMMENDED ACTION AND JUSTIFICATION:

Adopt resolution finding that the project is exempt from the provisions of the California Environmental Quality Act and approving Lot Line Adjustment No. 2006-328, Land Conservation Act Contract Modification No. 2006-351 and Land Conservation Act Contract Modification No. 2006-338 with the recommended findings and processing conditions.

Action is based upon the Planning Commission's recommendation made on April 20, 2007, the Agricultural Advisory Committee recommendation made on February 15, 2007, County Resolution No. 77-157 implementing the Williamson Act, and State Law.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved an individual Land Conservation Act Contract on the Berlogar parcel as a result of conditions of approval for Land Division Application No. 2002-422; Frank Berlogar applicant (Contract recorded as Document No. 2065367/processed as Williamson Act Contract Amendment No. 2003-195).


Both contracts listed above were recorded on September 7, 2006.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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Attachments:

- A. Staff Report to Board of Supervisors
- B. Notice of Exemption
- C. Draft Resolution for Project Approval
- D. Minutes from Planning Commission Hearing
- E. Draft Amended Contracts

CLERK’S USE ONLY:

Res. No.: 92-332
Ord. No.:
Vote – Ayes: 5
Noes: 
Absent: 

Approved

Minute Order Attached

No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date:

Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: 
Deputy

COUNTY ADMINISTRATIVE OFFICER:

Requested Action Recommended

No Opinion

Comments:

CAO: 298

Revised Dec. 2002
COUNTY of MARIPOSA
P.O. Box 784, Mariposa, CA  95338 (209) 966-3222

JANET BIBBY, CHAIR
LYLE TURPIN, VICE CHAIR
BRAD ABORN
DIANNE A. FRITZ
BOB PICKARD

DISTRICT III
DISTRICT II
DISTRICT I
DISTRICT IV
DISTRICT V

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: KIRS SCHEINK, Planning Director
FROM: MARGIE WILLIAMS, Clerk of the Board
SUBJECT: B) PUBLIC HEARING: Adopt a Resolution Finding that the Project is Exempt from the Provisions of the California Environmental Quality Act (CEQA) and Approve Lot Line Adjustment No. 2006-328, Land Conservation Act Contract Modification No. 2006-351 and Land Conservation Act Contract Modification No. 2006-338 with the Recommended Findings and Processing Conditions, Applicants: Russell and Cecilia Bryson (Parcel A) and Frank Berlogar (Parcel B); Agent: Paul Gregory; Project Site Includes APN 011-240-009 (Parcel A) and APN 011-240-012 (Parcel B)

RESOLUTION 07-332

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA

ADOPTED THIS Order on July 10, 2007

ACTION AND VOTE:

B) PUBLIC HEARING: Adopt a Resolution Finding that the Project is Exempt from the Provisions of the California Environmental Quality Act (CEQA) and Approve Lot Line Adjustment No. 2006-328, Land Conservation Act Contract Modification No. 2006-351 and Land Conservation Act Contract Modification No. 2006-338 with the Recommended Findings and Processing Conditions, Applicants: Russell and Cecilia Bryson (Parcel A) and Frank Berlogar (Parcel B); Agent: Paul Gregory; Project Site Includes APN 011-240-009 (Parcel A) and APN 011-240-012 (Parcel B)

BOARD ACTION: Sarah Williams, Deputy Director, presented the staff report. The boundary adjustment is proposed in order to make an existing road the dividing line between the two parcels and to move the dividing line further away from existing improvements on Parcel A. The modification to the existing Williamson Act contracts will reflect the new parcel boundaries. Staff responded to a question from the Board. The public portion of the hearing was opened and there was no input. The public portion of the hearing was closed and the Board commenced with deliberations.

(M)Fritz, (S)Aborn, Res. 07-332 was adopted finding that the project is exempt from the provisions of CEQA; and approving LLA 2006-328, LCA modification 2006-351, and LCA modification 2006-338 with the recommended findings and processing conditions/Ayes: Unanimous.

Cc: Becky Crafts, Assessor
File
STATE OF CALIFORNIA  
COUNTY OF MARIPOSA  
BOARD OF SUPERVISORS

Resolution No. 07-332  


WHEREAS an application for a lot line adjustment was received on October 31, 2006 from Russell and Cecilia Bryson and Frank Berlogar for two parcels located at 2403 and 2505 Corbett Creek Road, also known as Assessor Parcel Numbers 011-240-009 and 011-240-012; and

WHEREAS both of these parcels are encumbered by Land Conservation Act ("Williamson Act") contracts, and the contracts must be modified to reflect the proposed lot line adjustment; and

WHEREAS two applications for Land Conservation Act ("Williamson Act") contract modifications were received on December 12, 2006 for each parcel; and

WHEREAS the Planning Department circulated the applications among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS the Planning Department prepared a report for the Agricultural Advisory Committee in accordance with the review procedures of the committee; and

WHEREAS the Agricultural Advisory Committee held a duly noticed public meeting on February 15, 2007; and

WHEREAS the Agricultural Advisory Committee did unanimously recommend that the Planning Commission should make a recommendation to the Mariposa County Board of Supervisors to approve the project; and

WHEREAS a duly noticed Planning Commission public hearing was scheduled for April 4, 2007; and

WHEREAS the public hearing was rescheduled and fully re-noticed for April 20, 2007 at the concurrence of both applicants; and

WHEREAS a Staff Report and draft Notice of Exemption were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, the draft Notice of Exemption, testimony presented by the public concerning the application, and the comments of the applicant; and
WHEREAS the Planning Commission did unanimously recommend that the Board of Supervisors should approve the project; and

WHEREAS a duly noticed Board of Supervisors public hearing was scheduled for July 10, 2007; and

WHEREAS a Staff Report packet and draft Notice of Exemption were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS the Board of Supervisors did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report packet, the draft Notice of Exemption, testimony presented by the public concerning the application, and the comments of the applicant; and

NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby find the project is exempt from environmental review.


BE IT THEREFORE FURTHER RESOLVED THAT this action by the Board of Supervisors of the County to approve Lot Line Adjustment No. 2006-328 is based upon the following findings as set forth in accordance with the Subdivision Map Act, the Mariposa County Zoning Code, and the California Environmental Quality Act:

1. **FINDING:** The lot line adjustment involves two parcels which meet the minimum parcel size and density standards of the Agriculture/Working Landscape land use designation and the Agricultural Exclusive zoning district in their existing and modified configurations. The parcels are in compliance with the Mariposa County Zoning Ordinance and the Mariposa County General Plan. This finding is made in accordance with the provisions of Section 17.108.040 of the Mariposa County Zoning Ordinance and Section 5.3.05.D and Implementation Measure 10-2a(2) of the Mariposa County General Plan.

2. **FINDING:** The lot line adjustment involves two existing adjacent parcels. The adjustment results in land being taken from one parcel and added to an adjacent parcel, and a greater number of parcels than originally existed is not being created. This finding is made in accordance with the provisions of Section 66412(d) of the State Subdivision Map Act.

3. **FINDING:** The project is a minor lot line adjustment in an area with an average slope of less than 20%. The project will not result in any changes in land use or density, or the creation of a new parcel. Accordingly, the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This finding is made in accordance with the provisions of Section 15305(a) of the CEQA Guidelines.
BE IT THEREFORE FURTHER RESOLVED THAT this action by the Board of Supervisors of the County to approve Williamson Act Modification Application No. 2006-351 and Williamson Act Modification Application No. 2006-338 is made in accordance with Mariposa County Resolution No. 77-157 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law), and is based upon the following findings:

1. FINDING: The property is currently and will continue to be used for agricultural purposes. This applies to the entire project site.

2. FINDING: The agricultural preserve containing Parcel A will contain 168.85 acres after the lot line adjustment and the agricultural preserve containing Parcel B will contain 160 acres after the lot line adjustment. Both of these proposed parcel sizes meet the minimum size established by the Board of Supervisors for an agricultural preserve. The use of this property for cattle grazing or other Agricultural Production Uses or Compatible Uses as specified in the contract must be profitable, except in extraordinary circumstances (such as natural disasters).

3. FINDING: The modified contracts will restrict the adjusted boundaries for the same term as the existing contract on the properties.

4. FINDING: There is no net decrease in the total amount of acreage under contract.

5. FINDING: At least 90% of the land under the original contract remains under the new contract (for both parcels).

6. FINDING: After the adjustment, both parcels will be large enough to sustain their agricultural use (dryland grazing). This finding is made pursuant to review of the project by the Mariposa County Agricultural Advisory Committee at their meeting on February 15, 2007.

7. FINDING: The LLA will not compromise the long-term agricultural productivity of the parcels or other agricultural lands subject to contracts as the adjustment is a minor change in acreage. The LLA may actually result in a slight increase in the overall agricultural productivity of the project site area, as the amended property line will follow an existing road, allowing the road and property line to be fenced for livestock control.

8. FINDING: The LLA is not likely to result in the removal of adjacent land from agricultural use. There is not evidence to support a finding that this minor adjustment will have any effect on adjacent agricultural uses.

9. FINDING: The LLA does not result in a greater number of developable parcels than existed prior to the adjustment.

10. FINDING: The LLA is consistent with the General Plan, including Section 5.3.05.D and Implementation Measure 10-2a(2).
BE IT THEREFORE FINALLY RESOLVED THAT the Board of Supervisors project approval is based upon the processing conditions set forth in Exhibit A of this resolution.

ON MOTION BY Supervisor Fritz, seconded by Supervisor Aborn, this resolution is duly passed and adopted this 10th day of July 2007 by the following vote:

AYES: Aborn, Turpin, Bibby, Fritz, and Pickard

NOES: None

EXCUSED: None

ABSTAIN: None

JANET BIBBY, Chair
Mariposa County Board of Supervisors

Attest:

MARGIE WILLIAMS,
Clerk of the Board
Mariposa County Board of Supervisors

Mariposa County
Approved as to form

THOMAS P. GUARINO
County Counsel
Exhibit A

Processing Conditions / Steps for Completing Lot Line Adjustment No. 2006-328

1. Preparation of Transfer Descriptions (APPLICANT'S RESPONSIBILITY): The project involves a transfer of property from Berlogar to Bryson. A land surveyor or other qualified individual must provide the County Surveyor (Jerry Freeman, Department of Public Works, 4639 Ben Hur Road, Mariposa 95338) with typed, stamped and signed legal descriptions describing the portion of the approved lot line adjustment which is to be transferred. The County Surveyor requests that copies of the lot closure computations (with acreage) be supplied with the descriptions to validate the content of the descriptions.

2. Preparation of Amended Parcel Boundary Descriptions (APPLICANT'S RESPONSIBILITY): A land surveyor or other qualified individual must provide the County Surveyor (Jerry Freeman, Department of Public Works, 4639 Ben Hur Road, Mariposa 95338) with typed, stamped and signed legal descriptions describing the amended parcels (descriptions that include and exclude the transfer pieces). The County Surveyor requests that copies of the lot closure computations (with acreage) be supplied with the descriptions to validate the content of the descriptions.

3. Review of Legal Descriptions (COUNTY SURVEYOR'S RESPONSIBILITY): When the descriptions are provided to the County Surveyor, they must be reviewed by him for accuracy. When the County Surveyor approves the legal description, he will provide the typed, stamped, and signed descriptions to the Planning Department.

4. Payment of Taxes (APPLICANT'S RESPONSIBILITY): As required by the County Tax Collector and the Assessor/Recorder, a Verification of Taxes Paid Form allowing recordation of a Certificate of Compliance must be submitted to Mariposa Planning for both parcels involved in the Lot Line Adjustment. In general, taxes on the subject parcels must be paid in advance for the current tax year before the Assessor can map the change and assign the new Assessor Parcel Numbers. The Tax Collectors Office should be contacted directly (209) 966-2621 for more information and the amount which will need to be paid. The Tax Collector's Office should provide a Verification of Taxes Paid Form allowing Recordation of Certificates of Compliance for each parcel to Mariposa Planning. The Assessor/Recorder will not allow the recordation of the Certificates of Compliance without this form.

5. Recordation of Grant Deed (APPLICANT'S RESPONSIBILITY): Applicant records the transfer grant deed with the legal descriptions that have been reviewed and approved by the County Surveyor. Applicant provides Mariposa Planning with copies of the recorded grant deeds.

6. Payment of Recording Fees (APPLICANT'S RESPONSIBILITY): Prior to recordation of the Certificates of Compliance, the applicant shall submit a check (made payable to the Mariposa County Recorder) based upon the recording fees as determined by Mariposa Planning.
7. Recodination of Certificates of Compliance (MARIPOSA PLANNING RESPONSIBILITY): Mariposa Planning will record the Certificates of Compliance for both parcels involved in the lot line adjustment. This step completes the Lot Line Adjustment. The Certificate of Compliance confirms that the parcel was created legally and is eligible for development permits. A copy of the final recorded certificate of compliance will be mailed to the applicant(s) a few weeks following the recording. This step is coordinated with recordation of the Amended Williamson Act Contracts described below (step 4 in LCA Contract Modification steps).


1. Preparation of Legal Description (APPLICANT'S RESPONSIBILITY): Prior to recordation of the modified Williamson Act Contracts for each of the modified parcels, a typed, stamped, and signed copy of the approved legal description for the adjusted Parcel A and the adjusted Parcel B must be provided by the applicant to Mariposa Planning. (This is the same legal description as noted in step 2 in LLA Processing Conditions above).

2. Preparation of Modified Williamson Act Contract (MARIPOSA PLANNING RESPONSIBILITY): In order to complete this project, two amended Williamson Act Contracts will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the modified contract. Mariposa Planning will send the original contacts to each property owner involved in the application.

3. Signing and Notarizing the Modified Williamson Act Contracts (APPLICANT'S RESPONSIBILITY): The contracts must be signed by the applicant(s), and the signature(s) must be notarized.

4. Recordation of Modified Contract (MARIPOSA PLANNING RESPONSIBILITY): When the amended contracts has been signed and notarized by both parties, Mariposa Planning will record the contracts concurrently with the Certificate of Compliance required to complete the Lot Line Adjustment (step 7 in LLA Processing Conditions above). This step completes the Land Conservation Act Contract Modification Process.
Attachment A
Lot Line Adjustment No. 2006-328 proposes to adjust the boundary between two parcels, APN 011-240-009 (Parcel A; 160 acres existing/168.85 acre proposed) and APN 011-240-012 (Parcel B; 168.85 acres existing/160 acres proposed). The boundary adjustment is proposed in order to make an existing road the dividing line between the two parcels and move the dividing line further away from existing improvements on Parcel A. Both parcels are subject to Williamson Act Contracts (individual contracts). Consequently, this project includes Land Conservation Act Modification No. 2006-351 which will modify the contract on Parcel A to reflect the new boundary and Land Conservation Act Modification No. 2006-338 which will modify the contract on Parcel B to reflect the new boundary.

Russell and Cecilia Bryson (Parcel A); and Frank Berlogar (Parcel B)

Paul Gregory

Gazette Ad: June 21, 2007 and July 5, 2007
Mailed Notice and Posted Notice: June 19, 2007

Pursuant to the Concurrent Processing Provisions in Mariposa County Code, the Board of Supervisors is permitted to take action on all three of these related projects, even though LLAs are usually acted upon by the Planning Director. The Agricultural Advisory Committee and Staff recommend the Planning Commission recommend the Board of Supervisors:

A. Adopt a Notice of Exemption, and
B. Approve Lot Line Adjustment No. 2006-328, Land Conservation Act Modification No. 2006-351 and Land Conservation Act Modification No. 2006-338 with the recommended findings and processing conditions

The project site is located off of Corbett Creek Road, which is located off of Old Toll Road between Pendola Garden Road and Hornitos Road. Both parcels are zoned Agricultural Exclusive, and both are in the Agriculture/Working Landscape land use designation. Both parcels are conforming in parcel size for the zone before and after the adjustment. The modification of the existing Williamson Act contracts on both parcels is solely to reflect the new parcel boundaries in the legal description. To date, there has been no public opposition to this project.
VICINITY MAP
LLA #2006-328;
LCA MODIFICATION #2006-348;
LCA MODIFICATION #2006-351.

Applicants: Frank & Barbara Berlogar
& Russell & Cecilia Bryson
APNs: 011-240-009 & portion of
APN 011-240-010
Location: Off of Hornitos/Mt. Bullion Rd
- Mariposa County
Project Description

A. Description of Project (see Site Plan, Page 3)

This project is a minor lot line adjustment between two parcels. Lot Line Adjustment No. 2006-328 proposes to adjust the boundary between APN 011-240-009 (Parcel A; 160 acres existing/168.85 acre proposed) and a portion of APN 011-240-012 (Parcel B; 168.85 acres existing/160 acres proposed).

This project is an equal acreage exchange of 8.85 acres between the two parcels. The project will make Corbett Creek Road the dividing line between the two parcels and will move the parcel line further away from existing residential improvements on Parcel A. Corbett Creek Road, an existing 60 foot wide easement, was created as a result of Land Division Application No. 2002-422.

Both parcels are subject to Williamson Act Contracts (individual contracts). Consequently, this project also requires that the contracts be modified. Land Conservation Act Modification No. 2006-351 will modify the contract on Parcel A to reflect the new boundary and Land Conservation Act Modification No. 2006-338 will modify the contract on Parcel B to reflect the new boundary.

B. Project Background Data

Existing Zoning: Agricultural Exclusive

General Plan: Agricultural/Working Landscape

Current Land Use: Cattle grazing and appurtenant residential uses

Parcel History: Parcel A is APN 011-240-009—Certificate of Compliance No. 2024395 (Lot Line Adjustment No. 647)

Parcel A was originally recognized through the Certificate of Compliance process (patent parcel), and then modified through LLA No. 647. Lot Line Adjustments are completed by the recordation of Certificates of Compliance.

Parcel B is APN 011-240-012—Parcel No. 1 of the Parcel Map recorded at Parcel Maps Book 29 Page 14, Mariposa County Records.
Parcel B was created by the recordation of Parcel Map Book 29 Page 14, completing Land Division Application No. 2002-422 for Frank Berlogar. Individual Williamson Act contracts were required as a condition of the land division.

The property owners for Parcel A (the Brysons) submitted an application for an amended contract in association with those submitted for the land division.

Adjacent Land Uses:
- North: Agriculture Exclusive
- South: Agriculture Exclusive
- East: Agriculture Exclusive
- West: Agriculture Exclusive

### Project Analysis

#### A. Agency and Commission Comments and Recommendations

Requests for comments were sent to the following agencies: the Mariposa County Public Works Department, the Mariposa County Health Department, the Mariposa County Agricultural Advisory Committee, and the Mariposa County Resource Conservation District.

**Public Works:** Public Works has no objections to the project as proposed. This project will not increase the number of parcels available for residential or agricultural development and will therefore have no impact on the traffic or condition of Old Toll Road. No road improvements are required as a result of this project.

**Agricultural Advisory Committee:** On February 15, 2007, the Agricultural Advisory Committee held a duly noticed public meeting and reviewed this project. The committee voted unanimously to recommend that the Planning Commission recommend that the Board of Supervisors approve this project as set forth by staff.

**Planning Commission:** On April 20, 2007, the Planning Commission held a duly noticed public hearing and reviewed this project. The Planning Commission voted unanimously to recommend that the Board of Supervisors approve this project as set forth by staff.
B. **Practical Concerns**

Planning evaluated the project for the following issues:

**Access and Roadwork:** Both parcels take access directly from Corbett Creek Road, which was recently improved as a condition of Land Division Application No. 2002-422; access to both parcels is unchanged by the project. No roadwork is required as a condition of approval of this project.

**Williamson Act:** The Williamson Act contracts for each of the parcels involved in the Lot Line Adjustment can be modified pursuant to State Law; the acreage remains the same following the adjustment and only the configuration and boundaries of the parcel are changing.

The authority to modify existing Williamson Act contracts is Government Code Section 51257 (Williamson Act Law). This section establishes that the process is technically the simultaneous cancellation of an existing contract and the immediate recordation of a new contract, when needed for a Lot Line Adjustment. The following findings must be made pursuant to state law, and are included for this project pursuant to this provision of Williamson Act law:

- The modified contracts will be written such that they will restrict the adjusted boundaries for the same term as the existing contract on the properties.
- There is no net decrease in the amount of acreage under contract.
- At least 90% of the land under the original contract remains under the new contract (for both parcels).
- After the adjustment, both parcels will be large enough to sustain their agricultural use (dryland grazing).
- The LLA will not compromise the long-term agricultural productivity of the parcels or other agricultural lands subject to contracts.
- The LLA is not likely to result in the removal of adjacent land from agricultural use.
- The LLA does not result in a greater number of developable parcels than existed prior to the adjustment.
- The LLA is consistent with the General Plan.

The Agricultural Advisory Committee reviewed the project for these Williamson Act issues.
Project Review by Board of Supervisors

The Board of Supervisors will conduct a public hearing and consider the Planning Commission’s recommendation to:

1. Adopt a resolution:
   - Finding that this project is exempt from CEQA,
   - Approving Lot Line Adjustment No. 2006-328 with the recommended findings and processing conditions, and

The applicants may opt to have Mariposa Planning file the Notice of Exemption (NOE). This filing notifies the public that Mariposa County has determined that the California Environmental Quality Act (CEQA) does not apply to this project to adjust lot lines and amend the Williamson Act Contracts on both parcels. The action of filing shortens the statute of limitations on appeals or challenges of the environmental determination from 180-days to 35-days. If the applicants opt to file, then the NOE must be posted within five days working day of the date of Board of Supervisors action on the project (by 5 p.m. Tuesday, July 17 2007). The County Clerk’s Office requires a fee of $50.00 for the filing of the NOE for the project. If the applicants opt to file, cash or a money order made payable to the Mariposa County Clerks Office shall be submitted to Mariposa Planning for $50.00 within 4-days of the approval of this project (the Tax Collector does not accept personal checks for this fee).

Further detail regarding processing steps which following approval action by the Board of Supervisors is included in the recommended processing conditions of approval for these projects at the end of this report.

Project Findings

Lot Line Adjustment Findings

In accordance with the Subdivision Map Act, the Mariposa County Zoning Code, and the California Environmental Quality Act, the following findings are made for Lot Line Adjustment No. 2006-328:
FINDING: The lot line adjustment involves two parcels which meet the minimum parcel size and density standards of the Agriculture/Working Landscape land use designation and the Agricultural Exclusive zoning district in their existing and modified configurations. The parcels are in compliance with the Mariposa County Zoning Ordinance and the Mariposa County General Plan. This finding is made in accordance with the provisions of Section 17.108.040 of the Mariposa County Zoning Ordinance and Section 5.3.05.D and Implementation Measure 10-2a(2) of the Mariposa County General Plan.

FINDING: The lot line adjustment involves two existing adjacent parcels. The adjustment results in land being taken from one parcel and added to an adjacent parcel, and a greater number of parcels than originally existed is not being created. This finding is made in accordance with the provisions of Section 66412(d) of the State Subdivision Map Act.

FINDING: The project is a minor lot line adjustment in an area with an average slope of less than 20%. The project will not result in any changes in land use or density, or the creation of a new parcel. Accordingly, the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This finding is made in accordance with the provisions of Section 15305(a) of the CEQA Guidelines.

Williamson Act Contract Modification Findings

In accordance with Mariposa County Resolution No. 77-157 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law), the following findings are made:

FINDING: The property is currently and will continue to be used for agricultural purposes. This applies to the entire project site.

FINDING: The agricultural preserve containing Parcel A will contain 168.85 acres after the lot line adjustment and the agricultural preserve containing Parcel B will contain 160 acres after the lot line adjustment. Both of these proposed parcel sizes meet the minimum size established by the Board of Supervisors for an agricultural preserve. The use of this property for cattle grazing or other Agricultural Production Uses or Compatible Uses as specified in the contract must be profitable, except in extraordinary circumstances (such as natural disasters).

FINDING: The modified contracts will restrict the adjusted boundaries for the same term as the existing contract on the properties.

FINDING: There is no net decrease in the total amount of acreage under contract.
5. **FINDING:** At least 90% of the land under the original contract remains under the new contract (for both parcels).

6. **FINDING:** After the adjustment, both parcels will be large enough to sustain their agricultural use (dryland grazing). This finding is made pursuant to review of the project by the Mariposa County Agricultural Advisory Committee at their meeting on February 15, 2007.

7. **FINDING:** The LLA will not compromise the long-term agricultural productivity of the parcels or other agricultural lands subject to contracts as the adjustment is a minor change in acreage. The LLA may actually result in a slight increase in the overall agricultural productivity of the project site area, as the amended property line will follow an existing road, allowing the road and property line to be fenced for livestock control.

8. **FINDING:** The LLA is not likely to result in the removal of adjacent land from agricultural use. There is not evidence to support a finding that this minor adjustment will have any effect on adjacent agricultural uses.

9. **FINDING:** The LLA does not result in a greater number of developable parcels than existed prior to the adjustment.

10. **FINDING:** The LLA is consistent with the General Plan, including Section 5.3.05.D and Implementation Measure 10-2a(2).

---

**Recommended Processing Conditions / Steps for Completing Lot Line Adjustment No. 2006-328**

1. **Preparation of Transfer Descriptions (APPLICANT’S RESPONSIBILITY):** The project involves a transfer of property from Berlogar to Bryson. A land surveyor or other qualified individual must provide the County Surveyor (Jerry Freeman, Department of Public Works, 4639 Ben Hur Road, Mariposa 95338) with typed, stamped and signed legal descriptions describing the portion of the approved lot line adjustment which is to be transferred. The County Surveyor requests that copies of the lot closure computations (with acreage) be supplied with the descriptions to validate the content of the descriptions.

2. **Preparation of Amended Parcel Boundary Descriptions (APPLICANT’S RESPONSIBILITY):** A land surveyor or other qualified individual must provide the County Surveyor (Jerry Freeman, Department of Public Works, 4639 Ben Hur Road, Mariposa 95338) with typed, stamped and signed legal descriptions describing the amended parcels (descriptions that include and exclude the transfer pieces). The County Surveyor requests that copies of the lot closure computations (with acreage) be supplied with the descriptions to validate the content of the descriptions.
3. **Review of Legal Descriptions (COUNTY SURVEYOR'S RESPONSIBILITY):** When the descriptions are provided to the County Surveyor, they must be reviewed by him for accuracy. When the County Surveyor approves the legal description, he will provide the typed, stamped, and signed descriptions to the Planning Department.

4. **Payment of Taxes (APPLICANT'S RESPONSIBILITY):** As required by the County Tax Collector and the Assessor/Recorder, a Verification of Taxes Paid Form allowing recordation of a Certificate of Compliance must be submitted to Mariposa Planning for both parcels involved in the Lot Line Adjustment. In general, taxes on the subject parcels must be paid in advance for the current tax year before the Assessor can map the change and assign the new Assessor Parcel Numbers. The Tax Collectors Office should be contacted directly [(209) 966-2621] for more information and the amount which will need to be paid. The Tax Collector's Office should provide a Verification of Taxes Paid Form allowing Recordation of Certificates of Compliance for each parcel to Mariposa Planning. The Assessor/Recorder will not allow the recordation of the Certificates of Compliance without this form.

5. **Recordation of Grant Deed (APPLICANT'S RESPONSIBILITY):** Applicant records the transfer grant deed with the legal descriptions that have been reviewed and approved by the County Surveyor. Applicant provides Mariposa Planning with copies of the recorded grant deeds.

6. **Payment of Recording Fees (APPLICANT'S RESPONSIBILITY):** Prior to recordation of the Certificates of Compliance, the applicant shall submit a check (made payable to the Mariposa County Recorder) based upon the recording fees as determined by Mariposa Planning.

7. **Recordation of Certificates of Compliance (MARIPOSA PLANNING RESPONSIBILITY):** Mariposa Planning will record the Certificates of Compliance for both parcels involved in the lot line adjustment. **This step completes the Lot Line Adjustment.** The Certificate of Compliance confirms that the parcel was created legally and is eligible for development permits. A copy of the final recorded certificate of compliance will be mailed to the applicant(s) a few weeks following the recordation. This step is coordinated with recordation of the Amended Williamson Act Contracts described below (step 4 in LCA Contract Modification steps).

1. Preparation of Legal Description (APPLICANT'S RESPONSIBILITY): Prior to recordation of the modified Williamson Act Contracts for each of the modified parcels, a typed, stamped, and signed copy of the approved legal description for the adjusted Parcel A and the adjusted Parcel B must be provided by the applicant to Mariposa Planning. (This is the same legal description as noted in step 2 in LLA Processing Conditions above).

2. Preparation of Modified Williamson Act Contract (MARIPosa PLANNING RESPONSIBILITY): In order to complete this project, two amended Williamson Act Contracts will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the modified contract. Mariposa Planning will send the original contacts to each property owner involved in the application.

3. Signing and Notarizing the Modified Williamson Act Contracts (APPLICANT'S RESPONSIBILITY): The contracts must be signed by the applicant(s), and the signature(s) must be notarized.

4. Recordation of Modified Contract (MARIPosa PLANNING RESPONSIBILITY): When the amended contracts has been signed and notarized by both parties, Mariposa Planning will record the contracts concurrently with the Certificate of Compliance required to complete the Lot Line Adjustment (step 7 in LLA Processing Conditions above). This step completes the Land Conservation Act Contract Modification Process.
51257. (a) To facilitate a lot line adjustment, pursuant to subdivision (d) of Section 66412, and notwithstanding any other provision of this chapter, the parties may mutually agree to rescind a contract or contracts and simultaneously enter into a new contract or contracts pursuant to this chapter, provided that the board or council finds all of the following:

1. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for no less than 10 years.

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

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

4. After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

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.

8. Nothing in this section shall limit the authority of the board or council to enact additional conditions or restrictions on lot line adjustments.

(c) Only one new contract may be entered into pursuant to this section with respect to a given parcel, prior to January 1, 2004.

(d) In the year 2008, the department's Williamson Act Status Report, prepared pursuant to Section 51207, shall include a review of the performance of this section.

(e) This section shall remain in effect only until January 1, 2009, and as of that date is repealed, unless a later enacted statute, that is enacted on or before January 1, 2009, deletes or extends that date.

FROM STATE LAW
Williamson Act

Attachment B
TO: County Clerk, County of Mariposa  
P.O. Box 247  
Mariposa, CA 95338

FROM: Mariposa County Planning Department  
P.O. Box 2039  
Mariposa, CA 95338


Project Address: 2403 and 2505 Corbett Creek Road; Mariposa

Project Parcels: APNs 011-240-012 and 011-240-009

Description of Project: Adjustment of common boundary between Parcel A (APN 011-240-009) and Parcel B (011-240-012) to make existing road the dividing line. Amendment of LCA contracts on each parcel to reflect modified property configurations resulting from LLA.

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Person (Applicant) Carrying Out Project: Frank Berlogar, and Russell and Cecilia Bryson

Exempt Status: Categorical Exemption, Class 5; Section 15301(a), CEQA Guidelines

Reason Why Project is Exempt: Minor lot line adjustment in an area with a slope of less than 20% and Land Conservation Act Contract modification to reflect adjustment, neither of which have the potential to increase development.

Lead Agency Contact Person: Sarah Williams, Deputy Director

Phone Number: (209) 742-1215

Mariposa County Planning Department by:

Kris Schenk  
Planning Director

Date

Revision date: April 7, 2004
Attachment C
DRAFT Resolution
No. 07-__

WHEREAS an application for a lot line adjustment was received on October 31, 2006 from Russell and Cecilia Bryson and Frank Berlogar for two parcels located at 2403 and 2505 Corbett Creek Road, also known as Assessor Parcel Numbers 011-240-009 and 011-240-012; and

WHEREAS both of these parcels are encumbered by Land Conservation Act ("Williamson Act") contracts, and the contracts must be modified to reflect the proposed lot line adjustment; and

WHEREAS two applications for Land Conservation Act ("Williamson Act") contract modifications were received on December 12, 2006 for each parcel; and

WHEREAS the Planning Department circulated the applications among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS the Planning Department prepared a report for the Agricultural Advisory Committee in accordance with the review procedures of the committee; and

WHEREAS the Agricultural Advisory Committee held a duly noticed public meeting on February 15, 2007; and

WHEREAS the Agricultural Advisory Committee did unanimously recommend that the Planning Commission should make a recommendation to the Mariposa County Board of Supervisors to approve the project; and

WHEREAS a duly noticed Planning Commission public hearing was scheduled for April 4, 2007; and

WHEREAS the public hearing was rescheduled and fully re-noticed for April 20, 2007 at the concurrence of both applicants; and

WHEREAS a Staff Report and draft Notice of Exemption were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, the draft Notice of Exemption, testimony presented by the public concerning the application, and the comments of the applicant; and
WHEREAS the Planning Commission did unanimously recommend that the Board of Supervisors should approve the project; and

WHEREAS a duly noticed Board of Supervisors public hearing was scheduled for July 10, 2007; and

WHEREAS a Staff Report packet and draft Notice of Exemption were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS the Board of Supervisors did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report packet, the draft Notice of Exemption, testimony presented by the public concerning the application, and the comments of the applicant; and

NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby find the project is exempt from environmental review.


BE IT THEREFORE FURTHER RESOLVED THAT this action by the Board of Supervisors of the County to approve Lot Line Adjustment No. 2006-328 is based upon the following findings as set forth in accordance with the Subdivision Map Act, the Mariposa County Zoning Code, and the California Environmental Quality Act:

1. **FINDING:** The lot line adjustment involves two parcels which meet the minimum parcel size and density standards of the Agriculture/Working Landscape land use designation and the Agricultural Exclusive zoning district in their existing and modified configurations. The parcels are in compliance with the Mariposa County Zoning Ordinance and the Mariposa County General Plan. This finding is made in accordance with the provisions of Section 17.108.040 of the Mariposa County Zoning Ordinance and Section 5.3.05.D and Implementation Measure 10-2a(2) of the Mariposa County General Plan.

2. **FINDING:** The lot line adjustment involves two existing adjacent parcels. The adjustment results in land being taken from one parcel and added to an adjacent parcel, and a greater number of parcels than originally existed is not being created. This finding is made in accordance with the provisions of Section 66412(d) of the State Subdivision Map Act.

3. **FINDING:** The project is a minor lot line adjustment in an area with an average slope of less than 20%. The project will not result in any changes in land use or density, or the creation of a new parcel. Accordingly, the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This finding is made in accordance with the provisions of Section 15305(a) of the CEQA Guidelines.
BE IT THEREFORE FURTHER RESOLVED THAT this action by the Board of Supervisors of the County to approve Williamson Act Modification Application No. 2006-351 and Williamson Act Modification Application No. 2006-338 is made in accordance with Mariposa County Resolution No. 77-157 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law), and is based upon the following findings:

1. FINDING: The property is currently and will continue to be used for agricultural purposes. This applies to the entire project site.

2. FINDING: The agricultural preserve containing Parcel A will contain 168.85 acres after the lot line adjustment and the agricultural preserve containing Parcel B will contain 160 acres after the lot line adjustment. Both of these proposed parcel sizes meet the minimum size established by the Board of Supervisors for an agricultural preserve. The use of this property for cattle grazing or other Agricultural Production Uses or Compatible Uses as specified in the contract must be profitable, except in extraordinary circumstances (such as natural disasters).

3. FINDING: The modified contracts will restrict the adjusted boundaries for the same term as the existing contract on the properties.

4. FINDING: There is no net decrease in the total amount of acreage under contract.

5. FINDING: At least 90% of the land under the original contract remains under the new contract (for both parcels).

6. FINDING: After the adjustment, both parcels will be large enough to sustain their agricultural use (dryland grazing). This finding is made pursuant to review of the project by the Mariposa County Agricultural Advisory Committee at their meeting on February 15, 2007.

7. FINDING: The LLA will not compromise the long-term agricultural productivity of the parcels or other agricultural lands subject to contracts as the adjustment is a minor change in acreage. The LLA may actually result in a slight increase in the overall agricultural productivity of the project site area, as the amended property line will follow an existing road, allowing the road and property line to be fenced for livestock control.

8. FINDING: The LLA is not likely to result in the removal of adjacent land from agricultural use. There is not evidence to support a finding that this minor adjustment will have any effect on adjacent agricultural uses.

9. FINDING: The LLA does not result in a greater number of developable parcels than existed prior to the adjustment.

10. FINDING: The LLA is consistent with the General Plan, including Section 5.3.05.D and Implementation Measure 10-2a(2).
BE IT THEREFORE FINALLY RESOLVED THAT the Board of Supervisors project approval is based upon the processing conditions set forth in Exhibit A of this resolution.

ON MOTION BY Supervisor ________, seconded by Supervisor ________, this resolution is duly passed and adopted this ____ day of ____ 2007 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

______________________________
JANET BIBBY, Chair
Mariposa County Board of Supervisors

Attest:

______________________________
MARGIE WILLIAMS,
Clerk of the Board
Mariposa County Board of Supervisors

Mariposa County
Approved as to form and legal sufficiency:

______________________________
THOMAS P. GUARINO
County Counsel
Exhibit A

Processing Conditions / Steps for Completing Lot Line Adjustment No. 2006-328

1. Preparation of Transfer Descriptions (APPLICANT'S RESPONSIBILITY): The project involves a transfer of property from Berlogar to Bryson. A land surveyor or other qualified individual must provide the County Surveyor (Jerry Freeman, Department of Public Works, 4639 Ben Hur Road, Mariposa 95338) with typed, stamped and signed legal descriptions describing the portion of the approved lot line adjustment which is to be transferred. The County Surveyor requests that copies of the lot closure computations (with acreage) be supplied with the descriptions to validate the content of the descriptions.

2. Preparation of Amended Parcel Boundary Descriptions (APPLICANT'S RESPONSIBILITY): A land surveyor or other qualified individual must provide the County Surveyor (Jerry Freeman, Department of Public Works, 4639 Ben Hur Road, Mariposa 95338) with typed, stamped and signed legal descriptions describing the amended parcels (descriptions that include and exclude the transfer pieces). The County Surveyor requests that copies of the lot closure computations (with acreage) be supplied with the descriptions to validate the content of the descriptions.

3. Review of Legal Descriptions (COUNTY SURVEYOR'S RESPONSIBILITY): When the descriptions are provided to the County Surveyor, they must be reviewed by him for accuracy. When the County Surveyor approves the legal description, he will provide the typed, stamped, and signed descriptions to the Planning Department.

4. Payment of Taxes (APPLICANT'S RESPONSIBILITY): As required by the County Tax Collector and the Assessor/Recorder, a Verification of Taxes Paid Form allowing recordation of a Certificate of Compliance must be submitted to Mariposa Planning for both parcels involved in the Lot Line Adjustment. In general, taxes on the subject parcels must be paid in advance for the current tax year before the Assessor can map the change and assign the new Assessor Parcel Numbers. The Tax Collectors Office should be contacted directly [(209) 966-2621] for more information and the amount which will need to be paid. The Tax Collector's Office should provide a Verification of Taxes Paid Form allowing Recordation of Certificates of Compliance for each parcel to Mariposa Planning. The Assessor/Recorder will not allow the recordation of the Certificates of Compliance without this form.

5. Recordation of Grant Deed (APPLICANT'S RESPONSIBILITY): Applicant records the transfer grant deed with the legal descriptions that have been reviewed and approved by the County Surveyor. Applicant provides Mariposa Planning with copies of the recorded grant deeds.

6. Payment of Recording Fees (APPLICANT'S RESPONSIBILITY): Prior to recordation of the Certificates of Compliance, the applicant shall submit a check
(made payable to the Mariposa County Recorder) based upon the recording fees as
determined by Mariposa Planning.

7. **Recordation of Certificates of Compliance (MARIPOSA PLANNING RESPONSIBILITY):** Mariposa Planning will record the Certificates of Compliance for both parcels involved in the lot line adjustment. **This step completes the Lot Line Adjustment.** The Certificate of Compliance confirms that the parcel was created legally and is eligible for development permits. A copy of the final recorded certificate of compliance will be mailed to the applicant(s) a few weeks following the recordation. This step is coordinated with recordation of the Amended Williamson Act Contracts described below (step 4 in LCA Contract Modification steps).


1. **Preparation of Legal Description (APPLICANT'S RESPONSIBILITY):** Prior to recordation of the modified Williamson Act Contracts for each of the modified parcels, a typed, stamped, and signed copy of the approved legal description for the adjusted Parcel A and the adjusted Parcel B must be provided by the applicant to Mariposa Planning. (This is the same legal description as noted in step 2 in LLA Processing Conditions above).

2. **Preparation of Modified Williamson Act Contract (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, two amended Williamson Act Contracts will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the modified contract. Mariposa Planning will send the original contacts to each property owner involved in the application.

3. **Signing and Notarizing the Modified Williamson Act Contracts (APPLICANT'S RESPONSIBILITY):** The contracts must be signed by the applicant(s), and the signature(s) must be notarized.

4. **Recordation of Modified Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the amended contracts has been signed and notarized by both parties, Mariposa Planning will record the contracts concurrently with the Certificate of Compliance required to complete the Lot Line Adjustment (step 7 in LLA Processing Conditions above). **This step completes the Land Conservation Act Contract Modification Process.**
Attachment D
MARIPOSA COUNTY PLANNING COMMISSION
MINUTES OF April 20, 2007 Regular Meeting

Meeting Called to order at 9:01 a.m.
Commissioners Present: Harry Hagan, Norm Ross, Skip Skyrud, Paul DeSantis
Commissioner(s) Excused: Bob Rudzik

1. REGULAR BUSINESS:
   1A. Pledge of Allegiance
   1B. Approve Minutes of 2/23/07
   1C. Approve Minutes of 3/2/07, as amended (changed from co- chair to vice-chair)
   1D. Approve Minutes of 3/16/07

   On motion of Commissioner DeSantis, seconded by Commissioner Hagan, the Planning
   Commission approved the Minutes of 2/23/07 and 3/16/07 as presented and Minutes of 3/2/07 as
   amended.

   Motion carried by the following vote:

   AYES: 4 (Hagan, Ross, Skyrud, DeSantis)
   NOES: 0
   EXCUSED: 1 (Rudzik)

   1E. Persons wishing to speak on any item of interest within the subject matter or
       jurisdiction of the Commission that is not on the agenda. None.

2. PUBLIC HEARINGS:

    2006-348; Frank Beriogar, applicant; Amended Land Conservation Act Contract No. 2006-351;
    Russell & Cecilia Bryson, applicants; and Lot Line Adjustment No. 2006-328, Beriogar and
    Bryson, applicants.

    Sarah Williams presented the Amended Land Conservation Act Contract No.
    2006-328. Project proposes the adjustment of boundary between Parcel A (APN 011-240-009) and
    Parcel B (011-240-010) to make existing road the dividing line, and Amendment of LCA
    contracts on each parcel to reflect modified property configurations resulting from Lot Line
    Adjustment. Project is located at 3853 & 3949 Old Toll Rd (unassigned address off Corbett
    Creek Rd).

    Williams stated that typically Lot Line Adjustments are a Planning Director’s
determination, however this is being processed along with Land Conservation Act Modifications
    and therefore it is processed through the Agricultural Advisory Committee (AAC) and the
    Planning Commission for recommendation to the Board of Supervisors. The AAC met and
discussed these projects at their meeting of 2/15/07 and they unanimously recommended
    approval.

    Williams concluded that it is staff’s recommendation for the Planning Commission
to adopt a resolution recommending that the Board of Supervisors adopt a notice of exemption
and approve Amended Land Conservation Act Contract No. 2006-348, Amended Land
Conservation Act Contract No. 2006-351 and Lot Line Adjustment No. 2006-328 with the
recommended findings and processing conditions.

Planning Commission Meeting 4/20/07
Clarifications: None.

Public Comment Portion of the Hearing: Open.

Public Comment Portion of the Hearing: Closed.

Deliberations:

On motion of Commissioner Ross, seconded by Commissioner Hagan, the Planning Commission adopted a resolution recommending that the Board of Supervisors adopt a notice of exemption and approve Amended Land Conservation Act Contract No. 2006-348, Amended Land Conservation Act Contract No. 2006-351 and Lot Line Adjustment No. 2006-328 with the recommended findings and processing conditions.

Motion carried by the following vote:

AYES: 4 (Hagan, Ross, Skyrud, Desantis)
NOES: 0
EXCUSED: 1 (Rudzik)

2B. Amended Conditions Application No. 2007-36; Mike and Diane Chaulklin, applicants.

Megan Tennermann announced changes to staff report that although the remainder conditions were omitted this does not have an effect as there were no changes to the original conditions placed on the remainder. Applicant has reserved the use of the easement of Quiet Brook Lane, to access the parcel immediately south of the project site. This will increase traffic, but Tennermann stated that a Rural Class 1A road is still appropriate for that level of traffic.

Tennermann then presented Amended Conditions Application No. 2007-36 which proposed the change of the level of improvements for Quiet Brook Lane from a Rural Class II road standard to a Rural Class I. Project is located at 3614 Highway 132 between Coulterville and Lake Don Pedro; APN 001-140-008.

Tennermann concluded that it is staff's recommendation that the Planning Commission adopt a resolution finding that the project is exempt from CEQA and approve Amended Conditions Application No. 2007-36 amending conditions of Approval No. 1 and No. 3 of Land Division No. 2005-229 with the recommended findings and conditions.

Clarifications:

Skyrud inquired about circle page 3, the map, where it shows the cul-de-sac and that there was a request this morning to allow the applicant's parcel south of that access.

Tennermann stated that this was requested as part of the original Land Division approval however the fax requesting that change was not in the project file and that she wasn't aware of this until this morning.

Skyrud asked if the easement will be shown on the tentative map and is the tentative map to be amended?

Tennermann stated that the easement is not shown going all the way to the 198 acre parcel it is about a foot or two short. It would amend the tentative map to extend that easement to the property line.

Skyrud asked how wide the easement is.

Tennermann responded, 60 feet.
Attachment E
MARIPOSA COUNTY
LAND CONSERVATION ACT CONTRACT

CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 2006-351, made and executed this ___ day of ______________, 2007, by and between Russell M. Bryson, Jr. and Cecilia Ann Bryson, or the successors thereof, hereinafter referred to as "OWNER", and the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

Being a modification of CALIFORNIA LAND CONSERVATION ACT CONTRACT No. 2003-300 made and executed on the 19th day of August, 2005, by and between Russell M. Bryson, Jr., Cecilia Ann Bryson, Russell M. Bryson, III and Patricia Bryson, or the successors thereof, and COUNTY pursuant to item 11 of said contract. Said contract was recorded on the 7th day of September 2006 as Document No. 2065366, Mariposa County Records.

WITNESSETH:

WHEREAS, OWNER is the legal owner of and possesses certain real property herein referred to as the subject property and located within Mariposa County, which property is presently devoted to agricultural and compatible uses; and

WHEREAS, the subject property is described in Exhibit "A" which is made a part of this Contract; and

WHEREAS, said property is located in an Agricultural Preserve heretofore established by Resolution 78-15, a map of which preserve is recorded with the
Recorder of the County of Mariposa in Book 1 of Agricultural Preserve Maps, Page 1; and

WHEREAS, both OWNER and COUNTY desire to limit the use of said property to agricultural and compatible uses in order to discourage premature and unnecessary conversion of such land from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetic, and economic asset to COUNTY to maintain the agricultural economy of COUNTY and the State of California; and

WHEREAS, the common interest is served by encouraging and making feasible the orderly expansion of development of the urban and commercial sectors of COUNTY to avoid the disproportionate expense involved in providing municipal services to scattered development; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions, and restrictions of this Contract conform to the California Land Conservation Act of 1965, as amended so as to be enforceable restriction under the provisions of California Revenue and Taxation Code Section 422, and that said Contract shall continue to be, through its initial term and any extension thereof, an enforceable restriction within the meaning and for the purposes of Article XXVIII of the California Constitution.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. The within Contract is made and executed pursuant to the California Land Conservation Act of 1965, as amended, and is subject to all provisions of said Act as are specifically made applicable to this Contract, including recordation by COUNTY.

2. During the term of this Contract or any renewals thereof, the above-described land shall not be used for any purpose, other than the production of agricultural commodities for commercial purposes and compatible uses as listed and defined in Resolution No. 77-157 dated October 18, 1977, and all amendments thereto, implementing the California Land Conservation Act of 1965 in the County of Mariposa;
said Resolution No. 77-157 is attached hereto as Exhibit "B" and made a part hereof as though set out in full.

3. The Board of Supervisors of COUNTY may, from time to time and during the term of this Contract or any extensions thereof, by resolution, add to those uses listed in the Resolution establishing the Preserve within which the land is located; provided, however, said Board shall not eliminate, without the written consent of OWNER, a compatible use during the term of this Contract or any renewals thereof.

4. Upon the filing of any action in eminent domain for the condemnation of the fee title of any land described herein or of less than a fee interest which will prevent the land being used for any authorized use, or upon the acquisition in lieu of condemnation of the fee title of any land described herein or of less than a fee interest which will prevent the land being used for any authorized use, this Contract is null and void upon such filing or acquisition as to the land described herein, and the condemning agency shall proceed as if the Contract never existed.

5. This Contract shall be effective commencing on this ______ day of ____________, 2007 and shall remain in effect for a period of twenty (20) years therefrom and during such renewals of this Contract. This Contract shall be automatically renewed for a period of one year on the 31st day of each December, unless notice of non-renewal is given as provided by Section 51245 of the Government Code. Such notice of non-renewal shall be in written form and filed no later than September 30, to become effective on the following December 31, and shall be recorded by COUNTY irrespective of which party gives notice. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

6. OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to OWNER as a result of the effect on the method of determining the assessed value of the land described herein due to the imposition of the limitations on its use contained herein.
7. The within Contract shall run with the land described herein, and shall be binding upon the heirs, successors, and assigns of OWNER.

8. Except as provided in Section 9, this Contract may be cancelled as to any or all of the land described in the first WHEREAS clause by mutual agreement of COUNTY and OWNER after public hearing has been held in accordance with the provisions of Section 51284 of the Government Code. The Assessor of the County of Mariposa shall revalue the land to which the cancellation applies as soon as possible after the cancellation, use the cancellation date as the valuation date, and apply the County's latest announced ratio to the full cash value to determine the assessed value. The assessed value shall be subject to equalization pursuant to Section 1604 of the Revenue & Taxation Code. When the assessed valuation becomes final, the OWNER shall pay COUNTY, as deferred taxes, an amount equal to twenty-five percent (25%) of the new assessed valuation of the property. If, after the effective date of the Contract, the announced County ratio of assessed to full cash value is changed, the percentage payment to the COUNTY shall be changed so that no greater percentage of full cash value will be paid. If, at the date of cancellation, the Contract has previously been subject to a notice of non-renewal, the amount due shall be reduced by the proportion that the whole number of years the Contract remained in effect measured from the date the notice of non-renewal was given bears to twenty years.

9. This Contract may be cancelled by mutual agreement of COUNTY and OWNER without payments or public hearing if it is replaced by an enforceable restriction authorized by Article XXVIII of the California Constitution or whenever there is no operative legislation implementing said Article at the time cancellation is requested by OWNER or whenever the implementing legislation is not as favorable to OWNER as existing on the renewal date next preceding the cancellation request.

10. The notice of cancellation shall be recorded with the County Recorder, and the regularity of procedures as required by this Contract shall operate as provided in Section 51286.

11. In the event the land under this Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order
of division or the county which has jurisdiction shall require, as a condition of the approval of the division, the execution of the contracts provided for in this paragraph.

12. Upon receipt of deferred taxes payable pursuant to Paragraph 8, said taxes shall be distributed as provided in Section 51283(d) of said Act.

13. Section 51283.3 of said Act shall be applicable to the deferred tax payments payable pursuant to Paragraph 8.

14. OWNER, upon request of COUNTY, shall provide information relating to OWNER'S obligation under this Contract.

15. Removal of any land under this Contract from an Agricultural Preserve, either by change of boundaries of the Preserve, disestablishment of the Preserve, or nulling and voiding of the Preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code, shall be the equivalent of a notice of non-renewal by COUNTY for purposes of Section 422 of the Revenue & Taxation Code.

16. The provisions, conditions, and restrictions of Resolution No. 77-157, attached hereto as Exhibit “B” entitled “Mariposa County Resolution No. 77-157 Implementing the California Land Conservation Act of 1965, As Amended, in the County of Mariposa”, are hereby incorporated herein as though set out in full and shall be a part of this Contract on adoption by reference.

17. The Contract shall run with the land described herein and, upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors, and assigns of OWNER. The Contract shall be transferred from COUNTY to a succeeding city or a county acquiring jurisdiction over all or any portion of subject property. If a city acquires jurisdiction over all or a portion of the subject property by annexation proceedings, the city shall succeed to all rights, duties, and powers of COUNTY under the Contract; provided, however, that if the subject property or a portion thereof was within one mile of the city at the time the Contract was initially executed and the city protested the exclusion of the Contract pursuant to Section 51243.5 of the Government Code, the city may state its intent not to succeed to the rights, duties, and powers in the resolution of intention to annex. If the city states its intent not to succeed to the rights, duties, and powers of COUNTY under the Contract, the Contract becomes null and void as to the subject property actually annexed on the date of annexation. If only part of
the land under Contract was within one mile of the city, the Contract shall become null and void only to the extent of that part.

18. Any conveyance, contract, or authorization (whether written or oral) by OWNER or his successors in interest which would permit use of the subject property contrary to the terms of the Contract or failure to use the property consistent with the provisions herein will be deemed a breach of the Contract. Such breach may be enforced by COUNTY by an action filed in the Superior Court of the COUNTY for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed by the parties hereto that the enforcement proceedings provided in the Contract are not exclusive, and both OWNER and COUNTY may pursue their legal and equitable remedies. OWNER agrees to pay to COUNTY reasonable attorneys fees and costs of suit together with any other costs necessary for enforcement of the provisions of the Contract.

19. If OWNER materially breaches this Contract, OWNER shall pay COUNTY one-half percent (1/2 %) of the restricted assessed value of the land subject to this Contract per day for each day OWNER is in breach as liquidated damages. It is understood and agreed that damages for material breach of this Contract by OWNER are, and will continue to be, impracticable and extremely difficult to ascertain and determine. Execution of this Contract shall constitute agreement by COUNTY and OWNER that one-half percent (1/2 %) of the restricted assessed value of the land is the actual damage to COUNTY and the general public caused by a material breach of this Contract by OWNER, and that such sum is liquidated damages and shall not be construed as a penalty. No damages shall be recoverable if the OWNER remedies or has commenced and thereafter diligently pursues such action required to remedy any material breach within sixty (60) days after the date written notice of said material breach is sent to OWNER by COUNTY. Each term and condition of this Contract shall be deemed to be both a covenant and a condition.

20. The provisions of this Contract may be enforced by COUNTY in an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood that nothing herein contained shall constitute a waiver of any right which the COUNTY may now or in the future have to
seek specific performance of this Contract or other injunctive relief. It is further
understood and agreed that these remedies are not exclusive, and both OWNER and
COUNTY may pursue their legal and equitable remedies.

21. It is further agreed that in the event OWNER violates any term or
condition of this Contract resulting in a material breach thereof, OWNER shall become
obligated to pay such sum as the court shall fix as reasonable attorney fees in any
action taken to enforce said terms and conditions.

22. OWNER declares, under penalty of perjury, that the persons signing
below are the only persons with legal and security interests in the subject property and
agrees to indemnify, defend, and save harmless the COUNTY from any and all claims,
suits, or losses caused by prior claims of other owners or security holders. This
declaration and hold harmless clause are binding only upon OWNER. Signatures of
holders of security interests shall only be evidence of notice of the Contract and
acceptance by the holders of security interest of the binding restrictions herein.

23. OWNER and holders of security interests designate the following person
as the Agent For Notice to receive any and all notices and communication from
COUNTY during the life of the Contract. OWNER will notify COUNTY in writing of any
change of designated person or change of address for him:

DESIGNATED AGENT: Russell M. Bryson, Jr. and Cecilia Ann Bryson
MAILING ADDRESS: 2403 Corbett Creek Road
                  Hornitos, CA 95325
IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

"OWNER"

Russell M. Bryson, Jr. and Cecilia Ann Bryson

________________________

________________________

COUNTY OF MARIPOSA

JANET BIBBY
Chair, Board of Supervisors

APPROVED AS TO FORM: ATTEST:

THOMAS P. GUARINO MARGIE WILLIAMS
County Counsel Clerk of the Board

Land Conservation Act Contract No. 2006-351
State of California
County of ____________________

On ________________________ before me, ______________________ personally appeared ______________________

personally known to me
proved to me on the basis of satisfactory evidence

acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

______________________________________________
Signature of Notary Public

Title of Document: Land Conservation Act Contract
Date of Document: ________________ No. of Pages: ___
Other signatures not acknowledged: ___________________
State of California  
County of ______________________

On ___________________________ before me, ______________________ personally appeared __________________________  

personally known to me  
proved to me on the basis of satisfactory evidence  

acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

__________________________
Signature of Notary Public 

Title of Document: Land Conservation Act Contract  

Date of Document: ___________________________  
No. of Pages: ___ 

Other signatures not acknowledged: ___________________________
Exhibit “A”

All that real property situate in the County of Mariposa, State of California, described as follows:

Certificate of Compliance recorded as Document No. 2024395, Mariposa County Records.
MARIPOSA COUNTY
LAND CONSERVATION ACT CONTRACT

CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 2006-348, made and executed this ____ day of ______________, 2007, by and between Frank Berlogar Trustee, and Barbara A. Berlogar, Trustee, or the successors thereof, hereinafter referred to as "OWNER", and the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

Being a modification of CALIFORNIA LAND CONSERVATION ACT CONTRACT No. 2003-195 made and executed on the 19th day of August, 2005, by and between Frank Berlogar Trustee, and Barbara A. Berlogar, Trustee, or the successors thereof, and COUNTY pursuant to item 11 of said contract. Said contract was recorded on the 7th day of September 2006 as Document No. 2065367, Mariposa County Records.

WITNESSETH:

WHEREAS, OWNER is the legal owner of and possesses certain real property herein referred to as the subject property and located within Mariposa County, which property is presently devoted to agricultural and compatible uses; and

WHEREAS, the subject property is described in Exhibit "A" which is made a part of this Contract; and

WHEREAS, said property is located in an Agricultural Preserve heretofore established by Resolution 78-15, a map of which preserve is recorded with the
Recorder of the County of Mariposa in Book 1 of Agricultural Preserve Maps, Page 1; and

WHEREAS, both OWNER and COUNTY desire to limit the use of said property to agricultural and compatible uses in order to discourage premature and unnecessary conversion of such land from agricultural uses, recognizing that such land has definite public value as open space and that the preservation of such land in agricultural production constitutes an important physical, social, aesthetic, and economic asset to COUNTY to maintain the agricultural economy of COUNTY and the State of California; and

WHEREAS, the common interest is served by encouraging and making feasible the orderly expansion of development of the urban and commercial sectors of COUNTY to avoid the disproportionate expense involved in providing municipal services to scattered development; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions, and restrictions of this Contract conform to the California Land Conservation Act of 1965, as amended so as to be enforceable restriction under the provisions of California Revenue and Taxation Code Section 422, and that said Contract shall continue to be, through its initial term and any extension thereof, an enforceable restriction within the meaning and for the purposes of Article XXVIII of the California Constitution.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. The within Contract is made and executed pursuant to the California Land Conservation Act of 1965, as amended, and is subject to all provisions of said Act as are specifically made applicable to this Contract, including recodification by COUNTY.

2. During the term of this Contract or any renewals thereof, the above-described land shall not be used for any purpose, other than the production of agricultural commodities for commercial purposes and compatible uses as listed and defined in Resolution No. 77-157 dated October 18, 1977, and all amendments thereto, implementing the California Land Conservation Act of 1965 in the County of Mariposa;
said Resolution No. 77-157 is attached hereto as Exhibit “B” and made a part hereof as though set out in full.

3. The Board of Supervisors of COUNTY may, from time to time and during the term of this Contract or any extensions thereof, by resolution, add to those uses listed in the Resolution establishing the Preserve within which the land is located; provided, however, said Board shall not eliminate, without the written consent of OWNER, a compatible use during the term of this Contract or any renewals thereof.

4. Upon the filing of any action in eminent domain for the condemnation of the fee title of any land described herein or of less than a fee interest which will prevent the land being used for any authorized use, or upon the acquisition in lieu of condemnation of the fee title of any land described herein or of less than a fee interest which will prevent the land being used for any authorized use, this Contract is null and void upon such filing or acquisition as to the land described herein, and the condemning agency shall proceed as if the Contract never existed.

5. This Contract shall be effective commencing on this _____ day of ____________, 2007 and shall remain in effect for a period of twenty (20) years therefrom and during such renewals of this Contract. This Contract shall be automatically renewed for a period of one year on the 31st day of each December, unless notice of non-renewal is given as provided by Section 51245 of the Government Code. Such notice of non-renewal shall be in written form and filed no later than September 30, to become effective on the following December 31, and shall be recorded by COUNTY irrespective of which party gives notice. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

6. OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within Contract is the substantial public benefit to be derived therefrom and the advantage which will accrue to OWNER as a result of the effect on the method of determining the assessed value of the land described herein due to the imposition of the limitations on its use contained herein.
7. The within Contract shall run with the land described herein, and shall be binding upon the heirs, successors, and assigns of OWNER.

8. Except as provided in Section 9, this Contract may be cancelled as to any or all of the land described in the first WHEREAS clause by mutual agreement of COUNTY and OWNER after public hearing has been held in accordance with the provisions of Section 51284 of the Government Code. The Assessor of the County of Mariposa shall revalue the land to which the cancellation applies as soon as possible after the cancellation, use the cancellation date as the valuation date, and apply the County’s latest announced ratio to the full cash value to determine the assessed value. The assessed value shall be subject to equalization pursuant to Section 1604 of the Revenue & Taxation Code. When the assessed valuation becomes final, the OWNER shall pay COUNTY, as deferred taxes, an amount equal to twenty-five percent (25%) of the new assessed valuation of the property. If, after the effective date of the Contract, the announced County ratio of assessed to full cash value is changed, the percentage payment to the COUNTY shall be changed so that no greater percentage of full cash value will be paid. If, at the date of cancellation, the Contract has previously been subject to a notice of non-renewal, the amount due shall be reduced by the proportion that the whole number of years the Contract remained in effect measured from the date the notice of non-renewal was given bears to twenty years.

9. This Contract may be cancelled by mutual agreement of COUNTY and OWNER without payments or public hearing if it is replaced by an enforceable restriction authorized by Article XXVIII of the California Constitution or whenever there is no operative legislation implementing said Article at the time cancellation is requested by OWNER or whenever the implementing legislation is not as favorable to OWNER as existing on the renewal date next preceding the cancellation request.

10. The notice of cancellation shall be recorded with the County Recorder, and the regularity of procedures as required by this Contract shall operate as provided in Section 51286.

11. In the event the land under this Contract is divided, a Contract identical to the Contract then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order
of division or the county which has jurisdiction shall require, as a condition of the approval of the division, the execution of the contracts provided for in this paragraph.

12. Upon receipt of deferred taxes payable pursuant to Paragraph 8, said taxes shall be distributed as provided in Section 51283(d) of said Act.

13. Section 51283.3 of said Act shall be applicable to the deferred tax payments payable pursuant to Paragraph 8.

14. OWNER, upon request of COUNTY, shall provide information relating to OWNER'S obligation under this Contract.

15. Removal of any land under this Contract from an Agricultural Preserve, either by change of boundaries of the Preserve, disestablishment of the Preserve, or nulling and voiding of the Preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code, shall be the equivalent of a notice of non-renewal by COUNTY for purposes of Section 422 of the Revenue & Taxation Code.

16. The provisions, conditions, and restrictions of Resolution No. 77-157, attached hereto as Exhibit "B" entitled "Mariposa County Resolution No. 77-157 Implementing the California Land Conservation Act of 1965, As Amended, in the County of Mariposa", are hereby incorporated herein as though set out in full and shall be a part of this Contract on adoption by reference.

17. The Contract shall run with the land described herein and, upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors, and assigns of OWNER. The Contract shall be transferred from COUNTY to a succeeding city or a county acquiring jurisdiction over all or any portion of subject property. If a city acquires jurisdiction over all or a portion of the subject property by annexation proceedings, the city shall succeed to all rights, duties, and powers of COUNTY under the Contract; provided, however, that if the subject property or a portion thereof was within one mile of the city at the time the Contract was initially executed and the city protested the exclusion of the Contract pursuant to Section 51243.5 of the Government Code, the city may state its intent not to succeed to the rights, duties, and powers in the resolution of intention to annex. If the city states its intent not to succeed to the rights, duties, and powers of COUNTY under the Contract, the Contract becomes null and void as to the subject property actually annexed on the date of annexation. If only part of
the land under Contract was within one mile of the city, the Contract shall become null and void only to the extent of that part.

18. Any conveyance, contract, or authorization (whether written or oral) by OWNER or his successors in interest which would permit use of the subject property contrary to the terms of the Contract or failure to use the property consistent with the provisions herein will be deemed a breach of the Contract. Such breach may be enforced by COUNTY by an action filed in the Superior Court of the COUNTY for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed by the parties hereto that the enforcement proceedings provided in the Contract are not exclusive, and both OWNER and COUNTY may pursue their legal and equitable remedies. OWNER agrees to pay to COUNTY reasonable attorneys fees and costs of suit together with any other costs necessary for enforcement of the provisions of the Contract.

19. If OWNER materially breaches this Contract, OWNER shall pay COUNTY one-half percent (1/2 %) of the restricted assessed value of the land subject to this Contract per day for each day OWNER is in breach as liquidated damages. It is understood and agreed that damages for material breach of this Contract by OWNER are, and will continue to be, impracticable and extremely difficult to ascertain and determine. Execution of this Contract shall constitute agreement by COUNTY and OWNER that one-half percent (1/2 %) of the restricted assessed value of the land is the actual damage to COUNTY and the general public caused by a material breach of this Contract by OWNER, and that such sum is liquidated damages and shall not be construed as a penalty. No damages shall be recoverable if the OWNER remedies or has commenced and thereafter diligently pursues such action required to remedy any material breach within sixty (60) days after the date written notice of said material breach is sent to OWNER by COUNTY. Each term and condition of this Contract shall be deemed to be both a covenant and a condition.

20. The provisions of this Contract may be enforced by COUNTY in an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood that nothing herein contained shall constitute a waiver of any right which the COUNTY may now or in the future have to
seek specific performance of this Contract or other injunctive relief. It is further understood and agreed that these remedies are not exclusive, and both OWNER and COUNTY may pursue their legal and equitable remedies.

21. It is further agreed that in the event OWNER violates any term or condition of this Contract resulting in a material breach thereof, OWNER shall become obligated to pay such sum as the court shall fix as reasonable attorney fees in any action taken to enforce said terms and conditions.

22. OWNER declares, under penalty of perjury, that the persons signing below are the only persons with legal and security interests in the subject property and agrees to indemnify, defend, and save harmless the COUNTY from any and all claims, suits, or losses caused by prior claims of other owners or security holders. This declaration and hold harmless clause are binding only upon OWNER. Signatures of holders of security interests shall only be evidence of notice of the Contract and acceptance by the holders of security interest of the binding restrictions herein.

23. OWNER and holders of security interests designate the following person as the Agent For Notice to receive any and all notices and communication from COUNTY during the life of the Contract. OWNER will notify COUNTY in writing of any change of designated person or change of address for him:

DESIGNATED AGENT: Frank and Barbara Berlogar
Trustee of The Berlogar 1998 Revocable Trust Agreement

MAILING ADDRESS: 5587 Sunol Boulevard
Pleasanton, CA 94566
IN WITNESS WHEREOF, the parties hereto have executed the within Contract the day and year first above written.

"OWNER"

Frank and Barbara Berloger

______________________________

COUNTY OF MARIPOSA

______________________________

JANET BIBBY
Chair, Board of Supervisors

APPROVED AS TO FORM: ATTEST:

______________________________ ________________________________

THOMAS P. GUARINO MARGIE WILLIAMS
County Counsel Clerk of the Board

Land Conservation Act Contract No. 2006-348
State of California
County of ________________

On _________________________ before me, ___________________ personally
appeared ________________________

personally known to me
proved to me on the basis of satisfactory evidence

acknowledged to me that he/she executed the same in his/her authorized
capacity, and that by his/her signature on the instrument the person, or
the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

__________________________________
Signature of Notary Public

Title of Document: Land Conservation Act Contract

Date of Document: _____________________ No. of Pages: _____

Other signatures not acknowledged: ______________________
State of California
County of ________________

On ______________________ before me, __________________ personally
appeared ______________________

personally known to me
proved to me on the basis of satisfactory evidence

acknowledged to me that he/she executed the same in his/her authorized
capacity, and that by his/her signature on the instrument the person, or
the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

________________________________________
Signature of Notary Public

Title of Document: Land Conservation Act Contract
Date of Document: ________________________  No. of Pages: ___

Other signatures not acknowledged: ________________________
Exhibit “A”

All that real property situate in the County of Mariposa, State of California, described as follows:

Parcel 1 of the Parcel Map for Frank Berlogar recorded in Parcel Maps at Book 29 Page 14, Mariposa County Records.