COUNCIL COMMUNICATION

TO: THE CITY COUNCIL
FROM: THE CITY MANAGER'S OFFICE

COUNCIL MEETING DATE:
AUGUST 15, 1990

SUBJECT: WINE AND ROSES II REORGANIZATION

RECOMMENDED ACTION: Consider adopting the attached resolution (Exhibit A) conditionally approving Wine and Roses II Reorganization, including annexation to the City of lodi and detachment from the Woodbridge Fire District and the Woodbridge Water Users Conservation District.

BACKGROUND INFORMATION: At the April 4, 1990 City Council meeting, the City Council certified the filing of a Negative Declaration for this project, redesignating the subject area from Agriculture to Neighborhood Commercial and pretoning the parcel from G-A, Agriculture, San Joaquin County to C-1, Neighborhood Commercial. This is a 2.95 acre parcel abutting the existing City limits on the east and south and fronts on two streets, Woodhaven lane and Turner Road.

The applicants of this reorganization request are Kristin L. Cromwell and Del G. Smith who own and operate the Wine and Roses Country Inn. The Inn and its surrounding gardens was the home of Isabel Towne. They now wish to expand their operation by adding the land, home and swimning pool that was the home of Burton Towne, 111.

At its meeting of July 27, 1990 the Local Agency Formation Commission of San Joaquin County adopted Resolution No. 795 (see Exhibit B attached) with the following conditions:

a) The owners shall file an application for Parcel Map with the City, including appropriate dedication of right-of-way for Woodhaven Lane, prior to completion of the annexation.

b) The City's resolution of annexation must include the City's intent to not succeed to the Williamson Act contract.

The attached Agreement and Memorandum of Understanding Public Improvement Fees (see Exhibit C attached) has been prepared and submitted to the owners for execution. It is recommended that approval of this reorganization be conditioned upon approval of this agreement.

Alice M. Reimche
Alice M. Reimche
City Clerk

AMR/jmp

Attachments

COUNC070/TXTA.02J/COUNCOM

EXHIBIT C

AGREEMENT AND
MEMORANDUM OF UNDERSTANDING
PUBLIC FEES

MIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 1990, by and between KRISTIN I. CROMWELL, ET AL, hereinafter referred to as "OWNER", and the CITY OF LODI, a municipal corporation, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, OWNER is in the process of development of certain real property described as:

A portion of the Southwest Ouarter of Section 34, Township 4 North, Range 6 East, Mount diablo Base and Meridian, being described as follows:

Commencing at the northeast corner of the Southwest Quarter of said Section 34, said point also being on the Lodi City Limits line, thence South 724.24 feet along the East line of said Southwest Quarter and the west line of the EILERS REORGANIZATION

W&RMOU/TXTD.01C

1, OWNER, for itself and/or its successors or assigns, agrees to pay the improvement fees as established by CITY's improvement ordinance which may be due by reason of the project.

2. OWNER specifically acknowledges that the purpose of this Memorandum of Understanding is to allow the processing of OWNER's application for the project to continue, but that no connection to the CITY's wastewater system will be sought by OWNER until capacity for such connection exists, as determined by the Director of Public Works.

3. CITY shall continue processing OWNER's application, utilizing this Memorandum of Understanding as the mitigation measure for any identified adverse impacts on CITY service system or infrastructure caused by the project,

4, This Memorandum of Understanding shall be referenced in any discretionary approval issued by CITY in furtherance of the project,

5. OWNER and CITY agree that this Memorandum of Understanding shall be of no further force or effect should the Lodi City Council or Lodi Planning Commission fail or refuse to approve any discretionary approval necessary for construction of the project,

6. This Memorandum of Understanding shall enure to the benefit of and be binding upon OWNER's successors and assigns. It may be recorded and shall run with the land.

7. OWNER acknowledges that this Agreement shall in no way purport to bind the discretionary authority of the Lodi City Council or Lodi Planning Commission for any discretionary approval required for the project.

IN WITNESS WHEREOF, the parties hereto have txecuted this Agreement on the date set forth above.

as described in Resolution 81-100 to the True Point of Beginning, thence continuing South 45.0 feet along said City Limits Line and along said East line of said Southwest Quarter to the northeast corner of that parcel annexed as the WINE AND ROSES REORGANIZATION in Resolution 86-23, thence N 88°55'45" W 197.42 feet along said City Limits Line and the north line of said WINE AND ROSES REORGANIZATION, thence along the boundary of said WINE AND ROSES REORGANIZATION the following three (3) courses: (1) S 2°40'15" W 215.85 feet, (2) S 87°57'45" E 37.61 feet, (3) S 0°51'15" W 304.48 feet to the north line of Turner Road and the north line of the TOWKE ADDITION as annexed in Resolution 3629, said north line also being 30 feet north of the south line of said Section 34, thence N 88°10'45" W 208.72 feet along said north line of Turner Road and also along said north line of the TOWNE ADDITION, thence leaving said TOWNE ADDITION and City limits line, N 1°31'15" E 563.16 feet, thence N 88°55'45" W 368.13 feet, to the west line of said EILERS REORGANIZATION and the existing City Limits Line to the True Point of Beginning.

And containing 2.7 acres more or less.

(Portions of Assessor Parcel Numbers 015-230-20 and 29) hereinafter "the project"; and

WHEREAS, the parcel of land upon which the project is proposed is now in the process of being annexed to the City of Lodi; and

WHEREAS, certain deficiencies In the City's wastewater system have been identified by CITY as well as other infrastructure needs, including but not limited to water well and mains, storm drains, parks and other municipal buildings and facilities; and

WHEREAS, CITY is in the process of adopting an improvement fee ordinance for CITY facilities described above, which are needed to properly serve projects in the CITY; and

WHEREAS, OWNER has agreed and is desirous of paying its fair snare of such improvement fees, but wishes to continue forward on the project while the improvement fee ordinance is pending;

NOW, THEREFORE, in consideration and furtherance of these premises, OWNER and CITY agree as follows:

1. OWNER, for itself and/or its successors or assigns, agrees to pay the improvement fees as established by CITY's improvement ordinance which may be due by reason of the project.

2. OWNER specifically acknowledges that the purpose of this Memorandum of Understanding is to allow the processing of OWNER's application for the project to continue, but that no connection to the CITY's wastewater system will be sought by OWNER until capacity for such connection exists, as determined by the Director of Public Works.

3. CITY shall continue processing OWNER's application, utilizing this Memorandum of understanding as the mitigation measure for any identified adverse impacts on CITY service system or infrastructure caused by the project,

4. This Memorandum of Understanding shall be referenced in any discretionary approval issued by CITY in furtherance of the project.

5. OWNER and CITY agree that this Memorandum of Understanding shall be of no further force or effect should the Lodi City Council or Lodi Planning Commission fail or refuse to approve any discretionary approval necessary for construction of the project.

6. This Memorandum of Understanding shall enure to the benefit of and be binding upon OWNER's successors and assigns, It may be recorded and shall run with the land.

7. OWNER acknowledges that this Agreement shall in no way purport to bind the discretionary authority of the Lodi City Council or Lodi Planning Comnission for any discretionary approval required for the project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

OWNER

KRISTIN I. CROMWELL, ET AL

CITY

THOMAS A. PETERSON
City Manager

APPROVED AS TO FORM

B. W. McNATT
City Attorney

Attest:
Alice M. Reimche
City Cterk

A:CITY MOU

STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

On this _____ day of _____, 1990, before the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared KRISTIN I. CROMWELL personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state above named on the date set forth in this certificate.

NOTARY PUBLIC, STATE OF CALIFORNIA

(Seal)

W&RMOU/TXTD.01C

.CITY COUNCIL

JOHN R. (Randy) SNIDER, Mavor
DAVID M. HINCHMAN
Mayor Pro Tempore
EVELYN M. OLSON
JAMES W. PINKERTON. Jr
FRED M. REID

CITY OF LODI

CITY HALL. 421 WEST PINE STREET
CALL BOX 3006
LODI. CALIFORNIA 95241-1910
(209)334-5634
TELECOPIER (209) 333-6795

THOMAS A PETERSON
City Manager
ALICE M KEIMCHE
City Clerk
BOB McNATT
City Attorney

August 17, 1990

Kristin I Cromwell
2505 West Turner Road
Lodi, CA 95242

Dear Kristin:

Enclosed please find your copy of fully executed Agreement and Memorandum of Understanding Public Improvement Fees for Wine and Roses II Country Inn Reorganization which was approved at the August 15, 1990 City Council meeting.

If you have any questions, please give our office a call.

Very truly yours,

Jennifer M. Perrin

Jennifer M. Perrin
Deputy City Clerk

JMP

Enclosure

AGREEMENT AND

MEMORANDUM OF UNDERSTANDING

PUBLIC IMPROVEMENT FEES

THIS MEMORANDUM OF UNDERSTANDING is entered into this 15th day of August, 1990, by and between KRISTIN I. CROMWELL, ET AL, hereinafter referred to as "OWNER", and the CITY OF LODI, a municipal corporation, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, OWNER is in the process of development of certain real property described as:

A portion of the Southwest Quarter of Section 34, Township 4 North, Range 6 East, Mount Diablo Base and Meridian, being described as follows:

Commencing at the northeast corner of the Southwest Quarter of said Section 34, said point also being on the Lodi City Limits line, thence South 724.24 feet along the East line of said Southwest Quarter and the west line of the EILERS REORGANIZATION

as described in Resolution 81-100 to the True Point of Beginning, thence continuing South 45.0 feet along said City Limits Line and along said East line of said Southwest Quarter to the northeast corner of that parcel annexed as the WINE AND ROSES REORGANIZATION in Resolution 36-23, thence N 88°55'45" W 197.42 feet along said City Limits Line and the north line of said WINE AND ROSES REORGANIZATION, thence along the boundary of said WINE AND ROSES REORGANIZATION the following three (3) courses: (1) S 2°40'15" W 215.35 feet, (2) S 37°57'45" E 37.61 feet, (3) S 0°51'15" W 304.48 feet to the north line of Turner Road and the north line of the TOWNE ADDITION as annexed in Resolution 3629, said north line also being 30 feet north of the south line of said Section 34, thence N 88°10'45" W 208.72 feet along said north line of Turner Road ana also along said north line of the TOWNE ADDITION, thence leaving said TOWNE ADDITION and City limits line, N 1°31'15" E 563.16 feet, thence N 38°55'45" W 365.13 feet, to the west line of said EILERS REORGANIZATION and the existing City Limits Line to the True Point of Beginning.

And containing 2.7 acres more or less.

(Portions of Assessor Parcel Numbers 015-230-20 and 29) hereinafter "the project"; and

WHEREAS, the parcel of land upon which the project is croposed is now in the process of being annexed to the City cf todi; and

WHEREAS, certain deficiencies in the City's wastewater system have been identified by CITY as well as other infrastructure needs, including but not limited to water we?? and mains, storm drains, parks and other municipal buildings and facilities; and

WHEREAS, CITY is in the process of adopting an improvement fee ordinance for CITY facilities cescribed above, which are needed to properly serve projects in the CITY; and

WHEREAS, OWNER has agreed and is desirous of paying its fair share of such improvement fees, but wishes to continue forward on the project while the improvement fee ordinance is pending;

NOW, THEREFORE, in consideration and furtherance of these premises, OWNER and CITY agree as follows:

1. OWNER, for itself and/or its successors or assigns, agrees to pay the improvement fees as established by CITY's improvement ordinance which may be due by reason of the project.

2. OWNER specifically acknowledges that the purpose of this Memorandum of Understanding is to allow the processing of OWNER's application for tho project to continue, but that no connection to the CITY's wastewater system will be sought by OWNER until capacity for such connection exists, as determined by the Director of Public Works.

3. CITY shall continue processing OWNER's application, utilizing this Memorandum of Understanding as the mitigation measure for any identified adverse impacts on CITY service system or infrastructure caused by the project.

4. This Memorandum of Understanding shall be referenced in any discretionary approval issued by CITY in furtherance of the project.

5. OWNER and CITY agree that this Memorandum of Understanding shall be of no further force or effect shouid the Lodi City Council or Lodi Planning Commission fail or refuse to approve any discretionary approval necessary for construction of the project.

6. This Memorandum of Understanding shall enure to the benefit of and be binding upon OWNER's successors and assigns. It may be recorded and shall run with the land.

7. OWNER acknowledges that this Agreement shall in no way purport to bind the discretionary authority of the Lodi City Council or Lodi Planning Commission for any discretionary approval required for the project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

OWNER

KRISTIN I. CROMWELL, ET AL

CITY

THOMAS A. PETERSON
City Manager

APPROVED AS TO FORM

B. W. McNATT
City Attorney

Attest:
Alice M. Reimche
City Clerk

A:CITY MOU

STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

On this 13th aay of August, 1990, before the undersigned, a Notary Public, State ct California, duly commissioned and sworn, personally appeared **KRISTIN** I. **CRGMWELL** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed tho within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state above named on tne date set forth in this certificate.

NOTARY PUBLIC, STATE OF CALIFORNIA

(Seal)

W&RMOU/TXTD.01C

AGREEMENT AND

MEMORANDUM OF UNDERSTANDI

PUBLIC IMPROVEMENT FEES

THIS MEMORANDUM OF UNDERSTANDING is entered **into** this 15th day **of** August, 1990, **by** and between KRISTIN I. **CROMWELL, ET AL,** hereinafter referred **to** as **"OWNER"**, and the **CITY** OF **LODI, a** municipal corporation, hsreinafter referred to **as "CITY"**.

W I T N E S S E T H:

WHEREAS, OWNER is in **the** process **of** development of certain real property described **as**:

A portion of the Southwest Quarter **of** Section **34,** Township 4 North, Range 6 East, Mount Diablo Base and Meridian, being described as follows:

Commencing at the northeast corner of the Southwest Quarter **of** said Section **34,** said point **also** being on the Lodi City Limits line, thence South **724.24 feet** along the East line **of** said Southwest Quarter and the west line of the **EILERS REORGANIZATION**

as described in Resolution 81-100 to the True Point of Beginning, thence continuing South 45.0 feet along said City Limits Line and along said East line of said Southwest Quarter to the northeast corner of that parcel annexed as the WINE AND ROSES REORGANIZATION in Resolution 86-23, thence N 88°55'45" W 197.42 feet along said City Limits Line and the north line of said WINE AND ROSES REORGANIZATION, thence along the boundary of said WINE AND ROSES REORGANIZATION the following three (3) courses: (1) S 2°40'15" W 215.85 feet, (2) S 87°57'45" E 37.61 feet, (3) S 0°51'15" W 304.48 feet to the north line of Turner Road and the north line of the TOWNE ADDITION as annexed in Resolution 3629, said north line also being 30 feet north of the south line of said Section 34, thence N 88°10'45" W 208.72 feet along said north line of Turner Road and also along said north line of the TOWNE ADDITION, thence leaving said TOWNE ADDITION and City limits line, N 1°31'15" E 563.16 feet, thence N 88°55'45" W 368.13 feet, to the west line of said EILERS REORGANIZATION and the existing City Limits Line to the True Point of Beginning.

And containing 2.7 acres more or less.

(Portions of Assessor Parcel Numbers 015-230-20 and 29) hereinafter "the project"; and

WHEREAS, the parcel of land upon which the project is proposed is now in the process of being annexed to the City of Lodi; and

WHEREAS, certain deficiencies in the City's wastewater system have been identified by CITY as well as other infrastructure needs, including but not limited to water well and mains, storm drains, parks and other municipal buildings and facilities; and

WHEREAS, CITY is in the process of adopting an improvement fee ordinance for CITY facilities described above, which are needed to properly serve projects in the CITY; and

WHEREAS, OWNER has agreed and is desirous of payina its fair share of such improvement fees, but wishes to continue forward on the project while the improvement fee ordinance is pending;

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1. OWNER, for itself and/or its successors or assigns, agrees to pay the improvement fees as established by CITY's improvement ordinance which may be due by reason of the project.

2. OWNER specifically acknowledges that the purpose of this Memorandum of Understanding is to allow the processing of OWNER's application for the project to continue, but that no connection to the CITY's wastewater system will be sought by OWNER until capacity for such ccnnection exists, as determined by the Director of Public Works.

3. CITY shall continue processing OWNER's application, utilizing this Memorandum of Understanding as the mitigation measure for any identified adverse impacts on CITY service system or infrastructure caused by the project.

4. This Memorandum of Understanding shall be referenced in any discretionary approval issued by CITY in furtherance of the project.

5. OWNER and CITY agree ?hat this Memorandum of Understanding shall be of no further force or effect should the Lodi City Council or Lodi Planning Commission fail or refuse to approve any discretionary approval necessary for construction of the project.

6. This Memorandum of Understanding shall enure to the benefit of and be binding upon OWNER's successors and assigns. It may be recorded and shall run with the land.

7. OWNER acknowledges that this Agreement shall in no way purport to bind the discreticnary authority of the Lcdi City Council or iodi Planning Commission for any discreticnary approval required for the project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

OWNER

Kristin I. Cromwell

KRISTIN I. CROMWELL, ET AL

CITY

Thos. A. Peterson

THOMAS A. PETERSON
City Manager

APPROVED AS TO FORM

B. W. McNatt

B. W. McNATT
City Attorney

Attest: Alice M. Reimche

Alice M. Reimche
City Clerk

A:CITY MOU

STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

On this 13th day of August, 1990, before the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared KRISTIN I. CROMWELL personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state above named on the date set forth in this certificate.

Karen Slaughter

NOTARY PUBLIC, STATE OF CALIFORNIA

(Seal)

W&RMOU/TXTD.01C

CITY COUNCIL

JOHNR. (Randy) SNIDER, Mayor
DAVID M. HINCHMAN
Mayor Pro Tempore
EVELYN M. OLSON
JAMES W. PINKEKTON, Jr.
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
CALL BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634
TELECOPIER (209) 333-6795

THOMAS A. PETERSON
City Manager
ALICE M. REIMCHE
City Clerk
ROB McNATT
City Attorney

August 20, 1990

Mr. Gerald F. Scott
Executive Officer
Local Agency Formation Commission
County Courthouse, Room 153
222 East Weber Avenue
Stockton, CA 95202

Re: Wine and Roses II Country Inn Reorganization (LAFCO 20-90) Including Annexation to the City of Lodi and Detachment from the Woodbridge Fire Protection District and the Woodbridge Water Users Consewation District

Dear Mr. Scott:

Pursuant to the Commission's Resolution No. 795, the Lodi City Council, in action taken at its August 15, 1990 Regular Council Fleeting, adopted Resolution No. 90-132 entitled, "A Resolution of the Lodi City Council Ordering the Wine and Roses II Country Inn Reorganization (LAFCO 20-90), Including Annexation to the City of Lodi, and Detachment from the Woodbridge Fire Protection District and the Woodbridge Water Users Conservation District.

The City of todi issued and filed herewith, pursuant to your July 27, 1990 letter, a check in the amount of Q160.00 payable to the State Board of Equalization covering the filing fee.

Also enclosed herewith please find six certified copies of the heretofore mentioned Resolution No. 90-132.

Please be advised that all conditions set forth in authorizing resolutions have been met.

Should you have any questions, please do not hesitate to call this office.

Very truly yours,

Alice M. Reimche

Alice M. Reimche
City Clerk

AMR/jmp

RESOLUTION NO. 90-132

4 RESOLUTIOP! OF THE LODI CITY COUNCIL
ORDERING THE YINE AND ROSES 11 COUNTRY INN REORGANIZATION (LAFC 20-90) WITHOUT NOTICE AND HEARING, INCLUDING ANNEXATION TO THE CITY OF LODI, AND DETACHMENT FROM THE WOODBRIDGE FIRE PROTECTION DISTRICT AND THE WOODBRIDGE WATER USERS CONSERVATION DISTRICT.

==========

IN THE MATTER OF THE WINE AND ROSES II REORGANIZATION (LAFC 20-90) INCLUDING ANNEXATION TC THE CITY OF LODI, AND DETACHMENT FROM THE WOODBRIDGE RURAL FIRE PROTECTION DISTRICT AND THE WOODBRIDGE WATER USERS CONSERVATION DISTRICT	)	RESOLUTION MAKING DETERMINATIONS AND ORDERING REORGANIZATION WITHOUT NOTICE AND HEARING

Section 1 RESOLVED, BY THE CITY COUNCIL OF THE CITY OF LODI that it determines:

a) Preliminary proceedings for tne annexation of certain described territory to the City of Lodi and detachment from the Woodbridge Fire District and the Woodbridge Water Users Conservation District were initiated by the filing of the City of Lodi's Resolution No. 90-86 with the Local Agency Formation Comnission in the County of San Joaquin, proposing annexation of 2.95 acres of property, pursuant to the requirements of the Municipal Organization Act.

b) Thereafter, appropriate proceedings were conducted by said Local Agency Formation Commission, and said Commission on July 27, 1990, adopted Resolution 795 approving the proposed annexation, subject to certain conditions, to wit:

1) The owners shall file an application for Parcel Map with the City, including appropriate dedication of right-of-way for Woodhaven Lane, prior to completion of the annexation;

2) The City's resolution of annexation must include the City's intent to not succeed to the Williamson Act contract.

c) Resolution No. 735 of the Local Agency Formation Commission approving the proposed annexation also authorized the City of Lodi to complete proceedings for uninhabited reorganization without notice and hearing as the designated conducting agency in accordance with Section 57002(c) of the Government Code.

Section 2. BE IT FURTHER RESOLVED, BY THE LODI CITY COUNCIL:

a) That the proposal for annexation is ORDERED in accordance with Section 57002(c) of the Government Code of the State of California.

.. Wine and Roses II (contiguous) Annexation to the City of Lodi.

2. Detachment of Wine and Roses II from the Woodbridge Fire District and the Woodbridge Water Users Conservation District.

3. A description of said territory is attached hereto (Exhibit A) and made a part hereof, as though set out in full.

Section 3. BE IT FURTHER RESOLVED, BY THE LODI CITY COUNCIL:

a) That the proposal for annexation is further conditioned on execution of the Agreement For Memorandum of Understanding between the City of Lodi and the Owner of Wine and Roses Country for public improvement fees which may be due by reason of the annexation.

b) The owners shall file an application for Parcel Map with the City, including appropriate dedication of right-of-way for Woodhaven Lane, prior to completion of the annexation;

c) The City of Lodi shall not succeed to the Williamson Act contract.

I hereby certify that Resolution NO. 90-132 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 15, 1990 by the following vote:

Ayes: Council Members - Hinchman, Olson, Pinkerton, Reid and Snider (Mayor)

Noes: Council Members - None

Absent: Council Members - None

Alice M. Reimche
City Clerk

The Foregoing Document Is Certified To Be A Correct Copy Of The Original On File In This Office.

90-132

Jennifer M. Perrin
Deputy City Clerk, City Of Lodi
By Jennifer M. Perrin
Dated:

PES90132/TXTA.02J

June 28, 1990

WINE AND ROSES II ANNEXATION

TO THE CITY OF LODI

SAN JOAQUIN COUNTY, CALIFORNIA

A portion of the southwest-quarter of Section 34, Township 4 North, Range 6 East, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at a point on the north line of Turner Road bearing North 88°10' 45" West, 364.00 feet and North 1°31'15" East, 30.00 feet from the southeast corner of said southwest quarter of Section 34, said point marking the southwest corner of Parcel "A" of map filed in Book of Surveys, Volume 29, page 6, San Joaquin County Records, said point also being on the Lodi City Limit line; thence leaving said City Limit line and running North 1°31'15" East along the west line of said Parcel "A", 597.46 feet; thence South 88°55'45" East, 367.22 feet to intersection with the east line of said southnwest quarter of Section 34, said intersection being on the boundary of said Parcel "A", and also being on said City Limit line; thence along the boundary of said Parcel "A" and said City Limit line, the following six (6) courses: (1) South, 79.30 feet, (2) North 88°55'45" West, 197.42 feet, (3) South 2°40'15" West, 215.85 feet, (4) South 67°57'45" East, 37.61 feet, (5) South 0°51'15" West, 304.48 feet to the north line of Turner Road, and (6) North 88°10'45" West along said north line, 208.72 feet to the point of beginning.

Containing 2.95 acres, more or less.

RECOMMENDED APPROVAL AS TO DESCRIPTION BY:

Robert T. Rehamek

Chief Deputy County Surveyor

APPROVED BY: Manuel Lopez

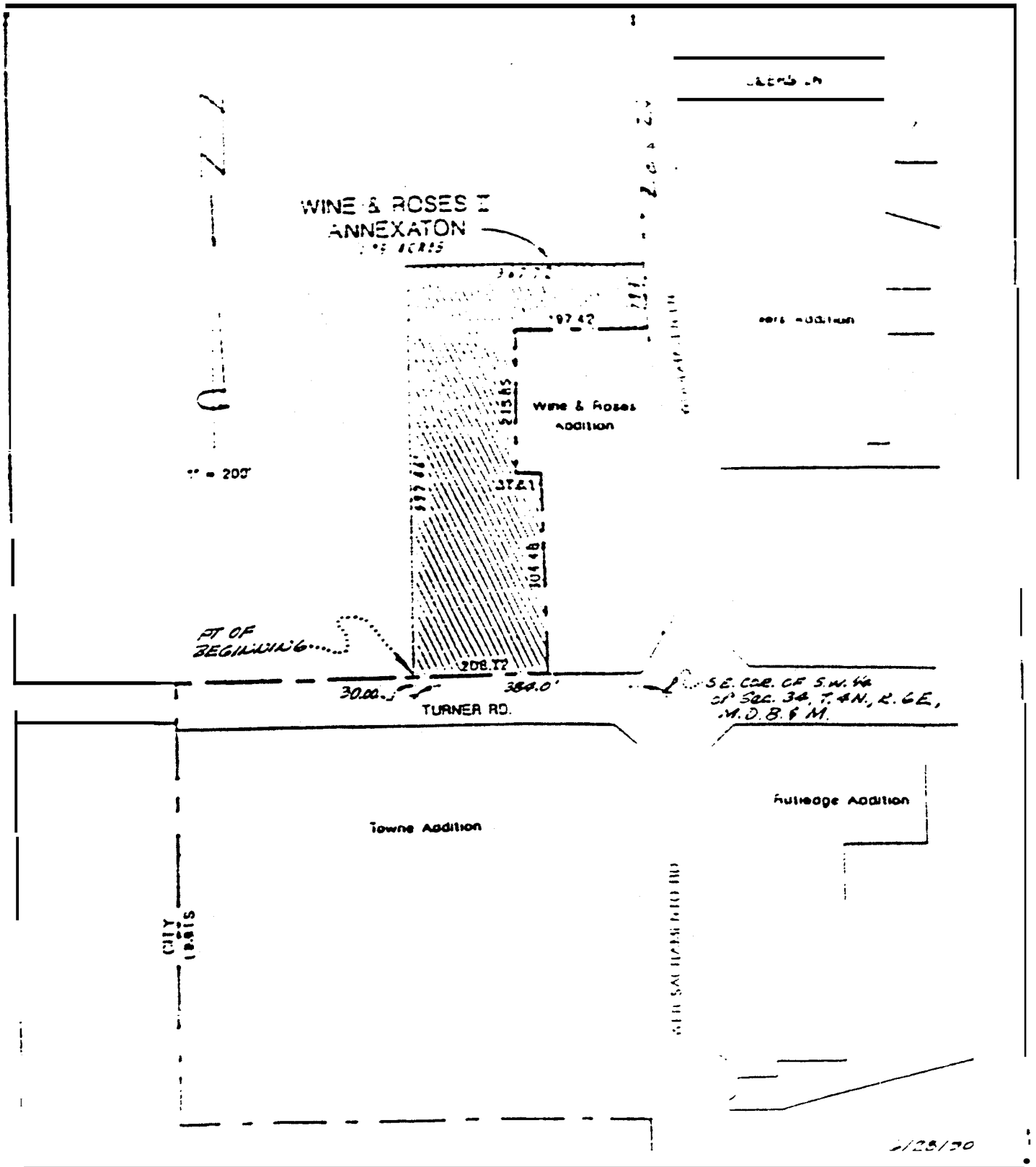
County Surveyor

I 0G051SL1

EXHIBIT A

COMMUNITY DEVELOPMENT DEPARTMENT

WINE & ROSES I
ANNEXATON
TO THE CITY OF LODI



[illegible]

[illegible]

[illegible]

[illegible] DISTRICT AND THE

[illegible] DISTRICT

WHEREAS, the [illegible]

resolution [illegible] negative

[illegible]

WHEREAS the Commission [illegible] proposed

reorganization [illegible]

Chamberlain County Courthouse, [illegible]

was published, posted and mailed [illegible] in state law; and,

WHEREAS, at said hearing the Commission heard and received

evidence, both oral and documentary, submitted in favor of and in

opposition to the proposed reorganization and all persons present

were given an opportunity to be heard;

NOW THEREFORE, the Local Agency Formation Commission of San

Joaquin County DOES HEREBY RESOLVE, DETERMINE, AND ORDER as

follows:

Section 1. The negative declaration adopted by the City of

[illegible] as lead agency has been reviewed and considered.

Section 2. The [illegible] reorganization is approved

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] the [illegible]

[illegible] date

[illegible] proceedings for [illegible] without notice and

[illegible] in accordance with [illegible] of the Government Code.

[illegible] The [illegible] survey authorized and

[illegible] as

[illegible] Government Code.

[illegible]

[illegible]

[illegible]

[illegible]

NOES: None

ABSTAIN: Commissioners Barber and [illegible]

THE FOREGOING IS A CORRECT COPY OF
THE ORIGINAL [illegible] IN MY OFFICE

[illegible]

By: _____
COMMISSION CLERK

Date: _____

[illegible]
[illegible] Chairman
Local Agency Formation Commission
of San Joaquin County

THE REPRODUCTION OF THIS DOCUMENT CANNOT BE IMPROVED DUE TO THE CONDITION OF THE ORIGINAL