



# RESOLUTION No. 17-462

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### APPROVAL OF FINAL MAP 13-01 “STANDING ROCK RANCH – PHASE 1” AND SUBDIVISION IMPROVEMENT AGREEMENT – DISTRICT II

WHEREAS, Final Map 13-01 “Standing Rock Ranch – Phase 1” has been reviewed and approved by the County Surveyor and has been found to be in conformance with the Tentative Map and the Nevada County Subdivision Ordinance; and

WHEREAS, the Departments of Planning and Public Works have determined that all conditions precedent to approval of the Final Map have been completed; and

WHEREAS, Standing Rock Ranch, LLC., a California Limited Liability Company (“Subdivider”) desires to defer construction of remaining on-site improvements until after the Final Map is recorded in the official County records; and

WHEREAS, a subdivision improvement agreement (“Agreement”) between the County and the Subdivider has been prepared that requires appropriate bonds to secure faithful performance, payment for labor and materials and guarantee all remaining improvements for the subdivision; and

WHEREAS, the Agreement also requires bonds to guarantee and warranty the improvements for a period of one year from the date of acceptance of said improvements.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves Final Map 13-01 “Standing Rock Ranch – Phase 1” and the Subdivision Improvement Agreement attached hereto and authorizes the Chair of the Board of Supervisors to execute the Agreement on behalf of the County of Nevada.
2. Authorizes the Chair and the Clerk of the Board of Supervisors to sign the map.
3. Directs the County Surveyor to deliver the map to the County Recorder’s Office for recording.
4. Directs the Clerk of the Board of Supervisors to record Agreement for Parcel Map 13-01.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of September, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_



\_\_\_\_\_  
Hank Weston, Chair

9/12/2017 cc: DPW\*  
AC\* (Hold)

12/04/2017 cc: DPW\*  
AC\* (Release)

COPY

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Nevada County Clerk of the Board  
950 Maidu Avenue  
Nevada City, CA 95959

Nevada County Recorder  
Gregory J. Diaz  
Document#: 20170025938  
Tuesday November 21 2017, at 08:29:58 AM  
  
Paid: KP

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of September, 2017, by and between Standing Rock Ranch, LLC., A California Limited Liability Company (hereinafter referred to as "Subdivider") as owner of that certain land to be subdivided and as shown on Final Map No. 13-01 "Standing Rock Ranch – Phase 1" (hereinafter referred to as the "Subdivision") and the COUNTY OF NEVADA, a political subdivision of the State of California (hereinafter referred to as "County"). *See Subdivision Map Book 9 Page 10*

WITNESSETH

**WHEREAS**, Subdivider is the owner of that certain property proposed for subdivision pursuant to that application identified as County Planning Department File No. FM 13-01 (also referred to as "Application"), located in the unincorporated area of County and specifically described in Exhibit "A", attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, the Final Map of the Subdivision has been approved by the County Surveyor and the Department of Public Works; and

**WHEREAS**, Subdivider has been required by County, as a condition of approval of the subdivision, to construct certain improvements; and

**WHEREAS**, the Subdivider desires to defer construction of said improvements until after the Final Map for the Subdivision is recorded in the official County records; and

**WHEREAS**, Section L-IV 2.16 of the Nevada County Land Use and Development Code, regulating Final Maps in the County, requires that the Subdivider execute and file an agreement between itself and the County relating to the improvements to be made in and for the Subdivision ("IMPROVEMENTS"), prior to the approval by the Board of Supervisors of the Final Map.

**NOW, THEREFORE, BE IT HEREBY AGREED by and between the parties that:**

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

1. County agrees that upon the execution of this Agreement and receipt by County from Subdivider of cash, or good and sufficient surety bonds, or instruments of credit from a recognized financial institution, as provided for by State law and in accordance with this

Agreement and any provisions set out in the Board of Supervisors Resolution approving of this agreement, to approve the final map of the Subdivision and to record applicable offers to dedicate the roads and streets and utility easements of the Subdivision.

2. Subdivider agrees to completely construct all of the improvements referenced herein and as shown on the aforementioned improvement plans by January 10, 2020. It is agreed that all of the improvements required by the Subdivider to be constructed within and for the benefit of the development are set forth in the improvement plans. All of said improvements shall be constructed in strict accordance with said improvement plans and any subsequent changes required by changes in County, State or Federal law.
3. Subdivider warrants and agrees that the improvements plans conform with the conditions of the subdivision approval and with all State laws and County ordinances. Subdivider further warrants that the improvement plans are adequate to accomplish the work shown thereon in a good and workerlike manner and in accordance with accepted construction practices. Should the improvement plans, at any time prior to the completion of the work specified thereon, prove to be inadequate in any respect, then Subdivider agrees to make such changes in the improvement plans as are necessary to complete the work in a good or workerlike manner and in accordance with accepted construction practices. Subdivider further agrees to make any changes in the improvement plans to bring them into full compliance with applicable County, State or Federal law in effect at the time of construction.
4. Subdivider shall employ a licensed civil engineer who shall be responsible for inspecting the improvements during the construction thereof and who, upon completion, shall be responsible for certifying to the County that said improvements have been fully and properly installed in all manner and things. Notwithstanding the above, the County shall have an absolute right to separately inspect the construction work at any time.
5. Upon final completion of the work of installing the aforementioned improvements, and upon certification thereof by Subdivider's engineer as set forth in paragraph 4, the Subdivider shall notify the County of such event. Thereafter, the County (pursuant to Government Code Section 66499.8) shall have two (2) months in which to accept the Subdivider's certification of completion or to express the rejection of the same. Should the County reject any such notice of completion, the County shall specify in writing to Subdivider the reasons for the rejection. Thereafter Subdivider shall promptly make all required corrections. Upon acceptance by the County of the work of the improvements, Subdivider shall file a notice of completion pursuant to California Civil Code Section 3117 and shall provide a copy thereof to County.
6. Subdivider shall warrant all improvements referenced herein for a period of one year following completion and acceptance of the improvements pursuant to Government Code Section 66499.9(c).
7. Should Subdivider fail to complete any or all of the improvements referenced herein within the time established therefore in Paragraph 2 above, the County may, at its sole option, after notifying Subdivider pursuant to Section L-IV 3.9.G of the Land Use and Development Code of the County of Nevada, construct the improvements and recover the cost thereof from Subdivider and/or its successors in interest and/or from the sureties or securities tendered herewith. In any such event, Subdivider shall, upon receipt of written notice from the County, immediately discontinue all work under this Agreement.



8. Subdivider shall, upon execution of this Agreement, deposit with County cash, irrevocable instruments of credit from a recognized financial institution or such corporate surety bonds as shall be accepted by County. Separate security shall be provided for (1) the full and faithful performance of the Subdivider's obligation under this Agreement and (2) the payment of all labor and materials claims that properly result from undertaking the construction of the subdivision improvements. Each security instrument shall be in the full face amount of **\$21,114** (representing 100% of the estimated cost of the improvements including contingency plus a 5% of the cost of improvements for attorneys' fees and 10% for additional reasonable expenses and fees incurred if the security is enforced per Section L-IV 3.9.D of the Land Use and Development Code of the County of Nevada). Said securities shall not lapse due to the expiration of any period of time but shall remain in effect until the improvements are fully and satisfactorily completed. Each security instrument shall also state that any additions, alterations or modification to this Agreement or to the improvement plans or any portion thereof, including any extensions of time within which the work hereunder may be completed, shall not release or exonerate the surety on the bond or the financial institution's obligation given in connection with this Agreement. Subdivider agrees to increase any security it has posted if, prior to construction, laws change which would require modifications to the improvements causing an increase in construction costs not covered by the above specified 10%.
9. All security posted by the Subdivider or its sureties to secure payment of labor and materials shall be released by the County pursuant to the provisions of Section L-IV 3.9.E.
10. All security posted by the Subdivider or its sureties to secure the faithful performance for this Agreement shall, upon acceptance of the full and satisfactory construction of the improvements by the County be reduced to 10% of the actual cost of work per Section L-IV 3.9.F. of the Land Use of Development Code of the County of Nevada and Government Code Section 66499.9, which shall remain in effect for a period of one year from the date of acceptance by the County and in order to guarantee and warrant the construction of the improvements against any defective work or labor done or defective materials furnished in the performance of this Agreement. The County shall be authorized to attach the security in order to repair any defects discovered within the one year warranty period.
11. For the purpose of providing notice to the Subdivider with regard to any event or right the Subdivider may have hereunder, Subdivider agrees that notice will be deemed delivered to and received by Subdivider upon the notice being deposited in the United States mail, postage prepaid and addressed to:

Standing Rock Ranch, LLC  
c/o Kevin S. Webb  
2408 Professional Drive  
Roseville, CA 95661

12. Subdivider agrees to be liable for the total cost of construction of all of the subject improvements and any other costs or fees relating to the improvements. In the event that County should exercise its right to seize the security and contract for construction of any of the improvements, Subdivider shall, notwithstanding the engineer's estimate and any security posted, reimburse to County all funds expended by County in excess of the security posted, including compensation to County for all County staff time, costs, and

reasonable expenses and fees for enforcement of the security, including attorney fees, spent thereon.

13. County shall not be responsible for any of the costs of said improvements or for the performance or nonperformance of the work of construction of said improvements, or for a defect therein or any injury resulting therefore, and the Subdivider shall indemnify County and hold County free and harmless from any claims or liability resulting from or arising out of the same, whether or not Subdivider or County completed said improvements.
14. County and Subdivider hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third-party beneficiary status.
15. This Agreement shall be binding upon and inure to the benefit the parties and any and all successors or assigns.
16. Subdivider shall have sole responsibility for making all arrangements and assuming all expenses as may be required in connection with the furnishing and installing of electrical and telephone facilities.

IN WITNESS WHEREOF, the parties have so agreed on the date first written above.

ATTEST:

COUNTY OF NEVADA

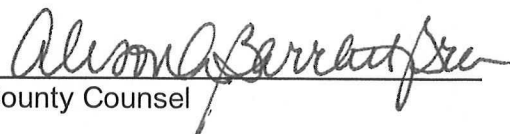
  
Clerk of the Board of Supervisors

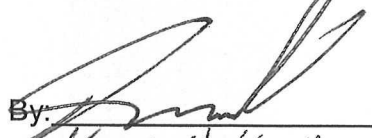
By:   
Chair, Board of Supervisors

APPROVED:

SUBDIVIDER:

Standing Rock Ranch, LLC., A California  
Limited Liability Company

  
County Counsel

By:   
Kevin Webb, Vice-Pres.

**SCO PLANNING & ENGINEERING, INC.**

140 Litton Drive, Suite 240  
 Grass Valley, CA 95945  
 T (530) 272-5841 / F (530) 272-5880

Date Created: October 28, 2016

Revised May 23, 2017

**STANDING ROCK RANCH**  
 PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
 FOR THE PROJECT IMPROVEMENTS

ITEM	Note	ITEM DESCRIPTION	QTY.	UNIT	ITEM PRICE	TOTAL PRICE
<b>ONSITE IMPROVEMENTS</b>						
1.		<b><u>WEST DRIVEWAY</u></b>				
a.		Driveway Encroachment - Nevada County, Grading, Gravel, Paving	1	ls	\$1,500.00	\$1,500
b.		Turnout Lane, Rock and Barbed Wire Fence	1	ls	\$2,800.00	\$2,800
						<b>\$2,800</b>
2.		<b><u>EAST DRIVEWAY</u></b>				
a.		Driveway Encroachment - Nevada County, Grading, Rock and 12" HDPE Culvert	1	ls	\$2,300.00	\$2,300
						<b>\$2,300</b>
3.		<b><u>DRAFT FIRE HYDRANT</u></b>				
a.		Draft Hydrant with (4) Underground Tanks	1	ls	\$10,500.00	\$10,500
						<b>\$10,500</b>
					<b>15% Omissions and Contingencies:</b>	<b>\$2,754</b>
<b>Total Probable Onsite Construction Costs:</b>						<b>\$18,360</b>

*\*In providing opinions of probable agency fees, the Client understands that SCO Planning & Engineering, Inc. has no control over such fees, and that the opinions of probable agency fees provided herein represent the latest data available and are subject to change without prior notice.*

# FINAL MAP No. FM 13-001 STANDING ROCK RANCH PHASE 1

BENING A PORTION OF SECTIONS 5 & 6, T.14N. R.1E. M.D.B.M. AND A PORTION OF SECTION 12, T.15N. R.1E. M.D.B.M. IN THE UNINCORPORATED TERRITORY OF NEVADA COUNTY, CA  
JULY, 2017

## NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
ON August 13, 2017 before me Heidi M. Flores, a Notary Public,  
PERSONALLY APPEARED: Rich Saeger

PERSONALLY KNOWN TO ME, OR  
 I PROVIDED TO ME ON A BASIS OF SATISFACTORY EVIDENCE  
TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE ASSIGNED TO THE WITHIN INSTRUMENT AND  
ACKNOWLEDGED TO ME THAT (he/she/they) EXECUTED THE SAME IN FULL AND AUTHORIZED  
CAPACITY(IES), AND THAT BY (his / her / their / their SIGNATURE(S)) ON THE INSTRUMENT THE PERSON(S), OR  
THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.  
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE  
FORGING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,  
SIGNATURE Heidi M. Flores  
PRINT NAME Heidi M. Flores  
MY COMMISSION NUMBER 2111618 AND EXPIRES ON June 11, 2019

MY PRINCIPLE PLACE OF BUSINESS: Orange COUNTY  
RECORDED PER SERIES NO.

## TRUSTEE'S STATEMENT

AS TRUSTEE UNDER DEED OF TRUST DATED: \_\_\_\_\_ RECORDED: \_\_\_\_\_  
OFFICE RECORDS, NEVADA COUNTY

PLACER TITLE COMPANY, A CALIFORNIA CORPORATION  
BY: \_\_\_\_\_ TITLE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_

## NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
ON 7-14-17, BEFORE ME Diana St. Murphy Notary Public,  
PERSONALLY APPEARED: Kevin Webb

PERSONALLY KNOWN TO ME, OR  
 I PROVIDED TO ME ON A BASIS OF SATISFACTORY EVIDENCE  
TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE ASSIGNED TO THE WITHIN INSTRUMENT AND  
ACKNOWLEDGED TO ME THAT (he/she/they) EXECUTED THE SAME IN FULL AND AUTHORIZED  
CAPACITY(IES), AND THAT BY (his / her / their / their SIGNATURE(S)) ON THE INSTRUMENT THE PERSON(S), OR  
THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.  
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE  
FORGING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,  
SIGNATURE Diana St. Murphy  
PRINT NAME Diana St. Murphy  
MY COMMISSION NUMBER: 20645815 AND EXPIRES ON 3-18-18

MY PRINCIPLE PLACE OF BUSINESS: Placer COUNTY

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN  
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE  
SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT ALL  
MONUMENTS ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED ON OR  
BEFORE DECEMBER 31, 2017, AND THEY ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

7-06-17  
DATE M. G. Wood  
MARTIN WOOD, P. L.S. 8321

## OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO THE COUNTY OF NEVADA THE REAL PROPERTY DESCRIBED AS FOLLOWS INDICATED:

1. PUBLIC UTILITY EASEMENT FOR PUBLIC UTILITIES, TOGETHER WITH ALL APPURTENANCES THEREON, ON OVERSTANDING ROCK RANCH RD. AND "ARENA RD."
2. PUBLIC RIGHT OF WAY TOGETHER WITH ALL APPURTENANCES THEREON, ON OVER UNDER AND ADJACENT AND ADJACENT AND ADJACENT TO THOSE CERTAIN STRIPS OF LAND SHOWN AND DESIGNATED AS "STANDING ROCK RANCH RD. AND 'ARENA RD.'"
3. 20' WIDE PUBLIC UTILITY EASEMENT AND PUBLIC PEDESTRIAN EASEMENT FOR PUBLIC UTILITIES AND PUBLIC PUBLIC PEDESTRIAN EASEMENT AND ADJACENT TO THOSE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENT AND PUBLIC PEDESTRIAN EASEMENT, TOGETHER WITH ALL APPURTENANCES AND EGRESS FOR MAINTENANCE PURPOSES AND TO TRIM AND REMOVE TREES, LIMBS AND BRUSH.
4. EMERGENCY ACCESS AND FACILITIES EASEMENT.

STANDING ROCK RANCH, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: Kevin Webb  
PRINT NAME Kevin Webb TITLE Vice President

NOTES  
EASEMENTS THAT MAY AFFECT THIS PROPERTY BUT ARE NOT LOCATABLE OF RECORD:  
1. ROADWAY EASEMENT, BOOK 160855833  
2. CAMP FAR WEST DITCH, BOOK 130850084  
3. CAMP FAR WEST DITCH, BOOK 130850084  
4. PACIFIC TELEPHONE AND TELEGRAPH CO. BOOK 182, PAGE 136 O.R.A.C.

## NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
ON 7-14-17, BEFORE ME Diana St. Murphy Notary Public,  
PERSONALLY APPEARED: Kevin Webb

PERSONALLY KNOWN TO ME, OR  
 I PROVIDED TO ME ON A BASIS OF SATISFACTORY EVIDENCE  
TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE ASSIGNED TO THE WITHIN INSTRUMENT AND  
ACKNOWLEDGED TO ME THAT (he/she/they) EXECUTED THE SAME IN FULL AND AUTHORIZED  
CAPACITY(IES), AND THAT BY (his / her / their / their SIGNATURE(S)) ON THE INSTRUMENT THE PERSON(S), OR  
THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.  
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE  
FORGING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,  
SIGNATURE Diana St. Murphy  
PRINT NAME Diana St. Murphy  
MY COMMISSION NUMBER: 20645815 AND EXPIRES ON 3-18-18

MY PRINCIPLE PLACE OF BUSINESS: Placer COUNTY

## TRUSTEE'S STATEMENT

AS TRUSTEE UNDER DEED OF TRUST DATED JUNE 23, 2016, RECORDED, JULY 23, 2016 PER DEED, NO. 2006-007979, OFFICIAL RECORDS, NEVADA COUNTY, CALIFORNIA (SIGNED BY: SAEGER, HECHMANS FINE)

BY: Rich Saeger  
PRINT NAME Rich Saeger TITLE SVP

## BOARD OF SUPERVISOR'S STATEMENT

THIS IS TO CERTIFY THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA, STATE OF CALIFORNIA, HAS REVIEWED AND APPROVED THIS FINAL MAP FOR STANDING ROCK RANCH, PHASE 1, CONSENTING AND DOING ACCEPT FOR PUBLIC USE ITEMS \_\_\_\_\_ AND REJECTS SUBJECT TO SECTION 171310 OF THE CODE OF CIVIL PROCEDURE ITEMS \_\_\_\_\_ AND RETAINS THE RIGHT TO ACCEPT THESE ITEMS AT A LATER DATE PER SECTION 18427.2 (b) OF THE SUBDIVISION MAP ACT. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH REGARDING DEPOSITS THIS DATE OF \_\_\_\_\_, 2017.

CLERK TO THE BOARD \_\_\_\_\_ CHAIR OF THE BOARD \_\_\_\_\_

## COUNTY SURVEYOR'S STATEMENT

THIS FINAL MAP HAS BEEN EXAMINED BY ME AND THE MAP AS SHOWN IS SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE \_\_\_\_\_  
LORRAINE ANN LORRY, L.S. 6689  
NEVADA COUNTY SURVEYOR

## TAX COLLECTOR'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFIES THAT THERE ARE NO LIENS OR UNPAID TAXES OR SPECIAL ASSESSMENTS LIENED AGAINST THIS MAP AND THAT ALL ACCEPTANCES OR SPECIAL ASSESSMENTS NOT YET DUE OR PAYABLE BUT CONSTITUTING A LIEN ARE \_\_\_\_\_

DATE 8/8/2017  
BY: Tim Vernon  
NEVADA COUNTY TAX COLLECTOR

## RECORDER'S STATEMENT

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ AT THE REQUEST OF SCD PLANNING & ENGINEERING INC.

DOCUMENT # \_\_\_\_\_  
FEE: \_\_\_\_\_  
GREGORY J DIAZ  
COUNTY RECORDER  
BY: \_\_\_\_\_ DEPUTY

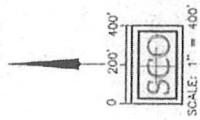






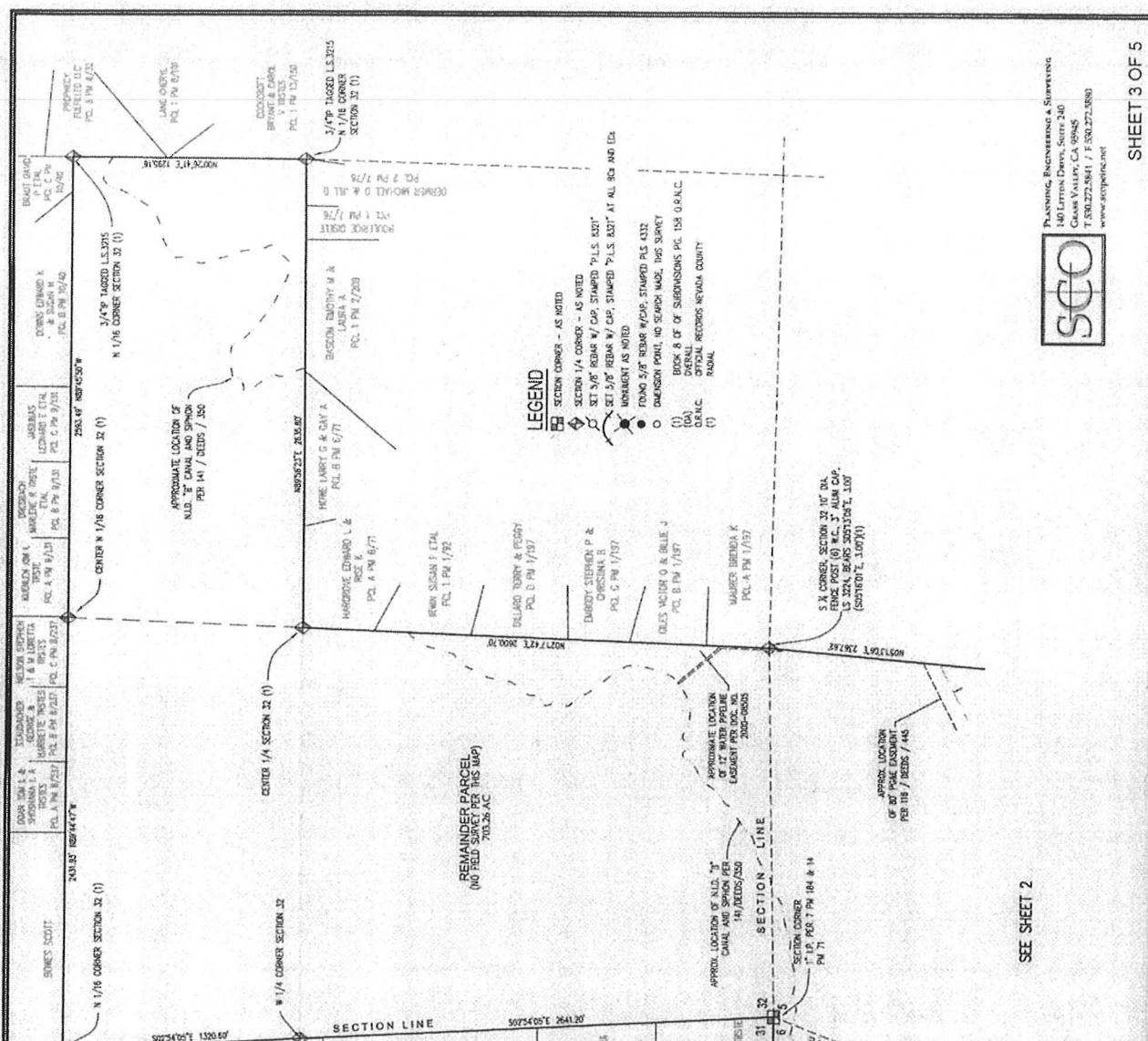
# FINAL MAP No. FM 13-001 STANDING ROCK RANCH PHASE 1

BEING A PORTION OF SECTIONS 6, 8, 11, 14, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



### NOTES

1. THIS SUBDIVISION CONSISTS OF 1,404 ACRES WITH 5 LOTS AND 1 ROUNDNER PARCEL FOR FUTURE DEVELOPMENT.
2. THE VESTING DEED TO THE SUBJECT PROPERTY IS RECORDED PER DOC. NO. 2012-009815, O.R.A.C. (OWNER: STANDING ROCK RANCH LLC, A CALIFORNIA LIMITED LIABILITY COMPANY)
3. COVENANTS, CONDITIONS AND RESTRICTIONS FOR "STANDING ROCK RANCH PHASE 1" ARE RECORDED PER DOCUMENT NO. \_\_\_\_\_ O.R.A.C.



### LEGEND

- SECTION CORNER - AS NOTED
- SECTION 1/4 CORNER - AS NOTED
- SET 5/8" BEARS W/ CAP, STAMPED "P.L.S. 1837"
- SET 5/8" BEARS W/ CAP, STAMPED "P.L.S. 1837" AT ALL 80' AND 100'
- MONUMENT AS NOTED
- FOUND 5/8" BEAR W/ CAP, STAMPED P.L.S. 1837
- CHURN POINT, NO SEARCH MADE, THIS SURVEY
- BOOK 8 OF SUBDIVISIONS P.L.S. 158 O.R.A.C.
- GENERAL
- LOCAL RECORDS NEVADA COUNTY
- RANAL

PLANNING, ENGINEERING & SURVEYING  
140 LITTLETON DRIVE, SUITE 240  
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SEE SHEET 2

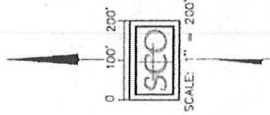


**SUPPLEMENTAL DATA SHEET**  
**FINAL MAP No. FM 13-001**  
**STANDING ROCK RANCH**  
**PHASE 1**

BEING A PORTION OF SECTIONS 3 & 6, T.14N., R.8E., MD.B.8M. AND A PORTION OF SECTION 32, T.14N., R.8E., MD.B.8M. IN THE UNINCORPORATED TERRITORY OF NEVADA COUNTY, CA  
 JULY, 2017



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**SUPPLEMENTAL NOTES**

- ALL LARGE BUILDING STRUCTURES, INCLUDING ACCESSORY STRUCTURES, SHALL BE CONTAINED WITHIN THE BUILDING ENVELOPE. EXCEPTING WAREHOUSES, STORAGE SHEDS, AND OTHER STRUCTURES THAT ARE NOT WITHIN THE BUILDING ENVELOPE SHALL NOT BE DESIGNED TO DOUBLE AS A STORAGE SHED.
- NOTE TO ALL HOMEOWNERS: WHEN THE STANDING ROCK RANCH DEVELOPMENT "COMPLETES" THERE WILL BE LIMITED CATTLE PASTURES. GRAZING WILL OCCUR ON THE SITE CONTINUING THE HISTORICAL USE OF THE PROPERTY. OWNERS ARE ADVISED THAT SOILS, STONES, AND SHELLS ASSOCIATED WITH AGRICULTURE AND HAYWAGONS ARE TO BE EXPECTED WITHIN THIS DEVELOPMENT, INCLUDING FUTURE DEVELOPMENT. LIVESTOCK GRAZING IS ALSO ONE OF THE PRIMARY USES FOR OPEN, WETLAND AND PRAIRIE AREAS.
- LOTS 1-4 PER THIS MAP MAY BE JOINED TO INCLUDE A LARGER AREA BEYOND THEIR BUILDING ENVELOPE FOR HORSE AND/OR LIVESTOCK PASTURE AREAS.
- FRONTAGES SHALL BE PROHIBITED FROM ALL NEW CONSTRUCTION WITHIN THIS PROJECT. ANY WOOD BURNING APPLIANCE SHALL BE RESTRICTED TO OTHER PHASES. A ROAD IMPROVEMENT FEE WITHIN THE UNINCORPORATED TERRITORY OF NEVADA COUNTY, WILL BE LEVIED ONLY BE ONE WOOD BURNING APPLIANCE INSTALLED IN EACH NEW HOME, WITH NO RESTRICTIONS ON THE NUMBER OF TYPED-FIRED FRONTAGES.
- A ROAD IMPROVEMENT FEE IN ACCORDANCE WITH THE NEVADA COUNTY ORDINANCE NO. 1226266666 AND ESTABLISHING THE AUTHORITY FOR IMPROVING AND CHANGING A ROAD IMPROVEMENT FEE WITHIN THE UNINCORPORATED TERRITORY OF NEVADA COUNTY, WILL BE LEVIED ON ALL LOTS 1-5. THIS FEE WILL BE PAID BY THE OWNER OF THE LOT AND IN CONJUNCTION WITH FUTURE PHASES AND WILL BE BASED ON THE LATEST FEE SCHEDULE ADOPTED BY THE NEVADA COUNTY BOARD OF SUPERVISORS.
- THERE IS NO GUARANTEE THAT SEWAGE CAN BE DISPOSED OF ON ANY LOT OR PARCEL OF THE RECORDED MAP.
- THERE IS NO GUARANTEE THAT WATER IS AVAILABLE ON ANY LOT OR PARCEL OF THE RECORDED MAP.
- IT IS THE INTENT OF THIS SUBDIVISION THAT OWNERS MAKE EFFORTS TO SPACE THEM WELL AS FAR APART FROM THE ADJACENT WELLS AS FEASIBLE TO MINIMIZE PUMPING INTERFERENCES BETWEEN BOTH THE DRINK AND GROUND WELLS.
- MAINTENANCE OF VEGETATION CLEARANCE AROUND STRUCTURES SHALL MEET THE MINIMUM REQUIREMENTS OF PUBLIC RESOURCES CODE CHAPTER 12.00. STRUCTURES SHALL HAVE A MAINTAINED FIRE REDUCTION ZONE BY REMOVING AND CLEARING ANY ALL BURN, FLAMMABLE, OR HIGHLY FLAMMABLE VEGETATION WITHIN THE REDUCED CLEARANCE ZONE. CLEARING SHALL BE LIMITED TO THE USE OF CLOSURE. SUCH CLEARING DOES NOT APPLY TO INDIVIDUAL ISOLATED TREES, ORNAMENTAL SHADERS, OR SIMILAR TREES, WHICH ARE USED FOR GROUND COVER UNLESS SUCH VEGETATION FORMS A WEAVE OF RAPIDLY TRANSMITTING FIRE FROM GROUND VEGETATION TO CANOPY TREES.

**LEGEND:**

- WETLANDS (APPROXIMATE LOCATION BASED UPON WETLAND ASSESSMENT BY ECORP CONSULTING, INC. IN MARCH, 2000)
- INTERMITTENT DRAINAGE, EPHEMERAL DRAINAGE AND SEASONAL WETLAND SWALE (APPROXIMATE LOCATION BASED UPON WETLANDS ASSESSMENT BY ECORP CONSULTING, INC. IN MARCH, 2000)
- MUDOSA (MINIMUM LIQUEFABLE SEWAGE DISPOSAL AREA - INDIVIDUAL SYSTEM)
- BUILDING ENVELOPE (10' MIN SETBACK FROM PROPERTY LINES)
- LANDMARK OAK (APPROXIMATE LOCATION)
- POND
- WELL (EXISTING)

