



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT

PHONE: (209) 223-6380
FAX: (209) 223-6254
WEBSITE: www.amadorgov.org
E-MAIL: planning@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

APPLICATION REFERRAL

TO: Amador Air District
Building Department
County Counsel
Environmental Health Department
Surveying Department
Transportation and Public Works
Department
Waste Management
Sheriff's Office
Ione Band of Miwok Indians**
Buena Vista Band of Me-Wuk Indians**

AFPD
ACTC
Amador Transit
Amador Water Agency
Cal Fire
Caltrans, District 10
CDFW, Region 2
Amador LAFCO
City of Sutter Creek
Washoe Tribe of Nevada and California**
Shingle Springs Band of Miwok Indians**

DATE: November 19, 2020

FROM: Krista Ruesel, Planning Department

PROJECT: Tentative Parcel Map No. 2898, submitted by John L. and Christine H. Trowbridge, proposing the division of 17.36± acres into three (3) parcels 4.25± acres, 5.00 acres, and 8.11± acres in size. Proposed use of the parcels is residential, and all parcels will retain the R1A, Single-family Residential and Agriculture zoning and AT- Agricultural Transition General Plan Designation.

LOCATION: 14400 Shakeridge Rd., Sutter Creek, CA 95685 (APN: 015-220-065).

REVIEW: As part of the preliminary review process, this project is being sent to State, Tribal, and local agencies for their review and comment. The Technical Advisory Committee (TAC) will review the project for completeness during its regular meeting on **Wednesday, December 16, 2020** in the Board Chambers at the County Administration Building, 810 Court Street, Jackson, California as well as via teleconference, accessible through this link: <https://us02web.zoom.us/j/5375128983> or by calling one of the numbers below:

+1 669 900 6833 US +1 346 248 7799 US +1 301 715 8592 US
+1 312 626 6799 US +1 929 205 6099 US +1 253 215 8782 US



Meeting ID: 537 512 8983

At this time staff anticipates that a Mitigated Negative Declaration will be adopted for the project per CEQA Guidelines. Additional TAC meetings may be scheduled at a later date to complete a CEQA Initial Study, prepare mitigation measures and/or conditions of approval, and make recommendations to the Planning Commission.

**In accordance with Public Resources Code Section 21080.3.1, this notice constitutes formal notification to those tribes requesting project notification. This notification begins the 30-day time period in which California Native American tribes have to request consultation.

**APPLICATION FORM AND CHECKLIST FOR
TENTATIVE PARCEL MAP AND SUBDIVISION MAP**

The following information shall be included with this application:

1. Parcel Map Number: **2898**
Subdivision Name/Number:
2. Subdivider and/or Land Owner: **John L. and Christine H. Trowbridge**
Name: **John L. and Christine H. Trowbridge**
Address: **14400 Shake Ridge Road, Sutter Creek, CA 95685**
Phone: **(925) 997-6607**
Email: **ghnorcal@gmail.com**
3. Surveyor: **Toma and Associates, 41 Summit St., Jackson, CA 95642**
4. Assessor Plat Number: **015-220-065**
5. Existing Zoning District: **"R1-A" Single Fam. Residential and Agricultural**
6. General Plan Classification: **A-T Agricultural Transitional (5-20 ac min)**
7. Date Application Submitted:
8. Proposed Use of Parcels: **Residential**
9. Special Use Districts (if applicable): **Amador Fire Protection District**
10. Source of Water Supply: **Individual Wells (1 existing, 2 proposed)**
11. Sewage Disposal System: **Indiv. Septic Systems (1 existing, 2 proposed)**
12. Signature of Landowner/Applicant: 
13. Signature of Surveyor: 

The following shall be included with this application:

- ✓ Thirty-five (35) copies of tentative map
Option for 35 copies:
15 copies 18" x 26" in size (folded to 6" x 9-1/2" in size)
20 copies 11" x 17" in size
- ✓ One (1) copy of Assessor's Plat Map
- ✓ Two (2) copies of deed(s)
- ✓ Two (2) copies of completed environmental information form (Sections 19, 30 and 31 require description and photos)
- ✓ Two (2) copies of preliminary map report
- ✓ One (1) reduced 8-1/2" x 11" copy of tentative map
- ✓ Application fee (see Fee Schedule)
- ✓ Copy of receipt of Environmental Health Dept. and Public Works Dept.
- ✓ Completed and signed Indemnification Agreement
- ✓ If your project access off a State highway, provide encroachment permit or other pertinent information (e.g., a road maintenance agreement if your project access from a road directly connected to a State highway)
- ✓ Oak Woodlands Study prepared by a Registered Professional Forester
- ✓ Cultural Analysis

INDEMNIFICATION

Project: Tentative Parcel Map No. 2898

In consideration of the County's processing and consideration of the application for the discretionary land use approval identified above (the "Project") the Owner and Applicant, jointly and severally, agree to defend, indemnify and hold harmless the County of Amador from any claim, action or proceeding against the County to attack, set aside, void or annul the Project approval, or any action relating to the Project approvals as follows:

1. Owner and Applicant shall defend, indemnify and hold harmless the County and its agents, officers or employees from any claim, action or proceeding against the County or its agents, officers or employees (the "County") to attack, set aside, void or annul the Project approval, or any prior or subsequent determination regarding the Project, including but not limited to determinations related to the California Environmental Quality Act, or Project condition imposed by the County. The Indemnification includes, but is not limited to damages, fees and or costs, including attorneys' fees, awarded against County. The obligations under this Indemnification shall apply regardless of whether any permits or entitlements are issued.

2. The County may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if the County defends the claim, action or proceeding in good faith.

3. The Owner and Applicant shall not be required to pay or perform any settlement by the County of such claim, action or proceeding unless the settlement is approved in writing by Owner and Applicant, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, by their signature below, Owner and Applicant hereby acknowledge that they have read, understand and agree to perform the obligations under this Indemnification.

Applicant:



Signature

Owner (if different than Applicant):

Signature

VESTING TENTATIVE PARCEL MAP NO. 2898

for

JOHN L. TROWBRIDGE and CHRISTINE H. TROWBRIDGE
2013-0007061

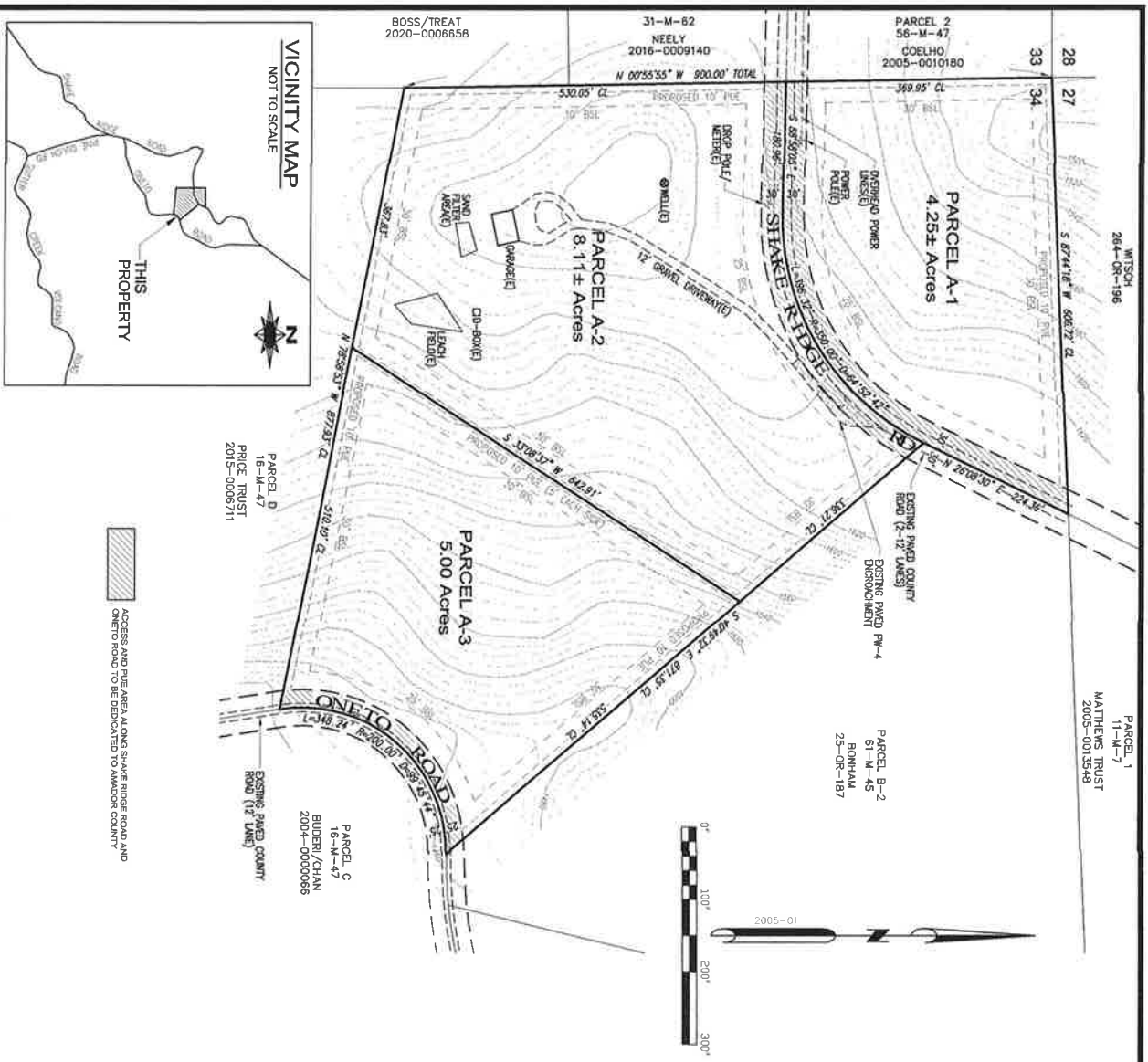
BEING A DIVISION OF PARCEL A PER 16-M-47
ALSO BEING A PORTION OF THE NW 1/4 SECTION 34, T16N, R 11 E, M. D. M.
COUNTY OF MADISON, STATE OF CALIFORNIA



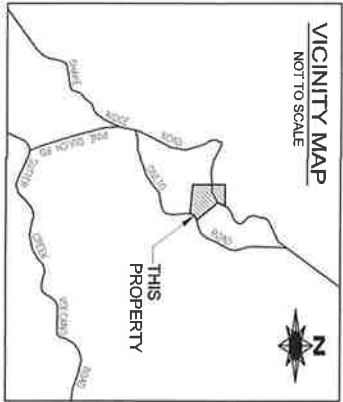
Scale: 1" = 100' Contour Interval: 5' November, 2020

GENERAL NOTES AND STATEMENTS

1. RECORD OWNER: JOHN L. TROWBRIDGE and CHRISTINE H. TROWBRIDGE
1000 SUTTER CREEK, CA 95885
(925) 987-4807
2. SURVEYOR: TOMA and ASSOCIATES
41 SUMMIT STREET
JACKSON, CA 95622
(209) 225-0156
3. A.P.N.: 015420-065
4. ZONING: T16 "SINGLE FAMILY RESIDENTIAL AND AGRICULTURAL, A-1" AGRICULTURAL TRANSITIONAL (5-20 A.C. MIN)
5. GENERAL PLAN: 2013-0007061
6. DEED REFERENCE: RESIDENTIAL
7. PROPOSED USE: INDIVIDUAL WELLS (1 EXISTING, 2 PROPOSED)
8. WATER: INDIVIDUAL SEPTIC SYSTEMS (1 EXISTING, 2 PROPOSED)
9. SEWAGE DISPOSAL: AMADOR FIRE PROTECTION DISTRICT (A.F.P.D.)
10. FIRE PROTECTION: AMADOR COUNTY UNIFIED SCHOOL DISTRICT (A.C.U.S.D.)
11. SCHOOL: POWER WILL BE SERVED BY PACIFIC GAS AND ELECTRIC (PG&E)
12. UTILITIES: PUBLIC UTILITY EASEMENTS WILL BE FIVE FEET ON EACH SIDE OF ALL INTERIOR LOT LINES AND TEN FEET ALONG THE EXTENSION BOUNDARY OF THIS PROJECT
13. EASEMENTS: THERE WILL BE A TWENTY-FIVE FOOT BUILDING SETBACK FROM ALL ROAD RIGHT-OF-WAYS, A THIRTY FOOT BUILDING SETBACK FROM ALL SIDE LOT LINES AND A TEN FOOT SETBACK FROM ALL INTERIOR LOT LINES AND TEN FEET ALONG THE EXTENSION BOUNDARY OF THIS PROJECT
14. SETBACKS: SETBACKS (IF NECESSARY) WILL BE TWENTY FEET ALONG ALL DRAINAGE COURSES
15. SPECIAL DISTRICTS: AMADOR FIRE PROTECTION DISTRICT
16. PHASING: FINAL MAPS MAY BE SUBMITTED IN MULTIPLE PHASES.
17. FLOOD ZONE: NO PORTION OF THIS PROJECT LIES WITHIN AN AREA SUBJECT TO FLOOD WATER INUNDATION BY THE 100-YEAR FLOOD AND IS WITHIN ZONE "X" AS SHOWN ON THE REGIONAL EXPANDED MANAGEMENT PLAN (REMAP) FLOOD HAZARD INSURANCE MAP (NO DATE NOTED ON REMAP) AS AFFECTING THIS PROPERTY (SEE SAID PRELIMINARY MAPS, PAGE OF 70)
18. MINIMUM LOT SIZE: MINIMUM LOT SIZE WILL BE 4.254 ACRES.
19. THE DEED OR OTHER PLANS TO CONSTRUCT ALL IMPROVEMENTS REQUIRED FOR THE CREATION OF LOTS AND PLACING OF A FINAL MAP AS REQUIRED BY ALL APPLICABLE COUNTY CODES AND THE CONDITIONS OF APPROVAL OF THE TENTATIVE MAP.
20. THERE ARE NO PUBLIC AREAS OR SCenic EASEMENTS PROPOSED ON THIS PROJECT.
21. THIS PROJECT DOES NOT LIE WITHIN 1000 FEET OF A MILITARY INSTALLATION, BENEATH A RIGHT-OF-WAY OR WITHIN SPECIAL USE AIRSPACE.
22. DEVELOPER WILL SUPPLY WATER SERVICE OFF EXISTING FLASE HOMESTEAD HOMEOWNERS ASSOCIATION TRUCKS AND TRAILERS ARE PERMITTED TO TRAVEL ON THIS PROJECT.
23. KNOWN OBSTACLES, EASEMENTS AND FEATURES ARE PERMITTED TO REMAIN UNLESS OTHERWISE NOTED TO ESTABLISH TOPOGRAPHIC LINES AND FEATURES.
24. THE FOLLOWING ITEMS ARE NOTED IN PRELIMINARY REPORT COVER No. 0201-041-0444 PREPARED BY FIRST AMERICAN TITLE COMPANY (NO DATE NOTED ON REPORT) AS AFFECTING THIS PROPERTY (SEE SAID PRELIMINARY REPORT FOR COMPLETE LIST OF ENCUMBRANCES):
2010-0005967 AGREEMENT



ACCESS AND THE AREA ALONG SHAKE RIDGE ROAD AND ONE TO ROAD TO BE DEDICATED TO MADISON COUNTY



PARCEL D
16-M-47
PRICE TRUST
2015-0006711

PARCEL C
16-M-47
BUDEBI/CHAN
2004-0000066

PARCEL B-2
61-M-45
BONHAM
25-OR-187

PARCEL 1
11-M-2
MATHENS TRUST
2003-0013286

MITCHELL
264-08-196

PARCEL 2
56-M-47
COELHO
2005-0010180

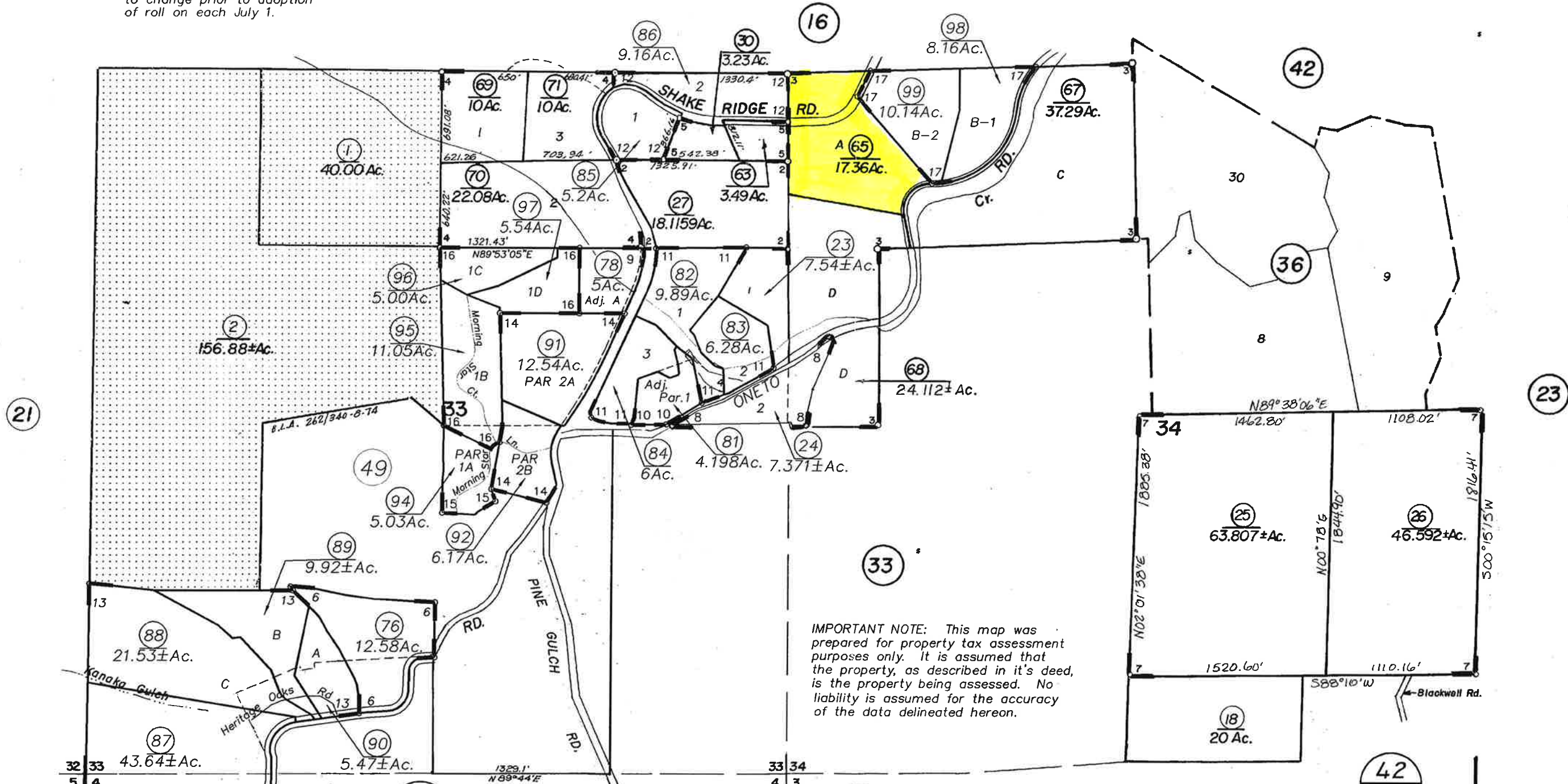
31-M-62
NEELY
2016-0009140
N 00°55'55" W 800.00' TOTAL

BOSS/TREAT
2020-0006658

Map changes become effective with the 2009-2010 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

T. 7N., R. 11E., M. D. B. & M.

15-22



IMPORTANT NOTE: This map was prepared for property tax assessment purposes only. It is assumed that the property, as described in it's deed, is the property being assessed. No liability is assumed for the accuracy of the data delineated hereon.

- 8- R.M.Bk. 45, Pg. 51 (5/9/91 Case #13839)
- 9- R.M.Bk. 46, Pg. 24 (2/20/92)
- 10- R.M.Bk. 46, Pg. 74 (7/10/92)
- 11- R.M.Bk. 47, Pg. 27 (2/25/93)
- 12- R.M.Bk. 56, Pg. 47 (2/13/2004)
- 13- R.M.Bk. 57, Pg. 36 (12/16/2004)
- 14- R.M.Bk. 59, Pg. 10 (7/27/2006)
- 15- R.M.Bk. 59, Pg. 69 (5/21/2007)
- 16- R.M.Bk. 61, Pg. 36 (12/23/2008)
- 17- P.M.Bk. 61, Pg. 45 (12/31/2008)
- Unrec. Sur. 2126
- Unrec. Sur. 2440
- R.M. Bk. 7, Pg. 15
- 1- R.M. Bk. 14, Pg. 22
- 2- R.M. Bk. 15, Pg. 4
- 3- R.M. Bk. 16, Pg. 47
- 4- P.M. Bk. 28, Pg. 87
- 5- R.M. Bk. 31, Pg. 62
- R.M. Bk. 35, Pg. 56 B.L. Adj.
- 6- P.M. Bk. 41, Pg. 72
- 7- R.M.Bk. 19, Pg. 48 (11/24/71)

Assessor's Map Bk. 15, Pg. 22
County of Amador, Calif.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:
John L Trowbridge and Christine H. Trowbridge
3223 Crow Cannon Road Suite 110
San Ramon, CA 94583



Amador County Recorder
Kimberly L. Grady
DOC- 2013-0007061-00

Acct 5-Pasion Title Services
Monday, AUG 05, 2013 14:23
Ttl Pd \$157.50 Nbr-0000243372
CT2/R1/1-2

Space Above This Line for Recorder's Use Only

A.P.N.: 015-220-065-000

File No.: 0301-4439203 (TF)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$137.50, CITY TRANSFER TAX \$;
SURVEY MONUMENT FEE \$10.00

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area, City of **Sutter Creek**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Steven D. Hall, Executor of the Estate of Donald Robert Hall, also known as Donald R. Hall**

hereby GRANTS to **John L Trowbridge and Christine H. Trowbridge, husband and wife as joint tenants** the following described property in the Unincorporated area of **Sutter Creek, County of Amador, State of California:**

PARCEL A, AS SHOWN AND DELINEATED ON RECORD OF SURVEY FOR "OMNIBUS INVESTMENTS, INC", ACCORDING TO THE OFFICIAL MAP THEREOF FILED FOR RECORD AUGUST 6, 1970 IN BOOK 16 OF MAPS AND PLATS, PAGE 47, AMADOR COUNTY RECORDS.

Date: 08/02/2013

A.P.N.: 015-220-065-000

File No.: 0301-4439203 (TF)

Dated: 08/02/2013

Steven D. Hall, Executor of the Estate of
Donald Robert Hall, also known as Donald R.
Hall

Steven D Hall
Steven D. Hall, Executor *SH*

STATE OF California)SS
COUNTY OF ~~Amador~~ ^{DC} Sacramento)

On 08/03/2013 before me, Daniel Ray Collis, a Notary Public,
personally appeared Steven D. Hall, who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature
D. Collis



My Commission Expires: 12-2-2016

This area for official notarial seal

Notary Name: Daniel Collis
Notary Registration Number: 1999792

Notary Phone: 916-732-2900
County of Principal Place of Business: Sacramento

ENVIRONMENTAL INFORMATION FORM

(To be completed by applicant; use additional sheets as necessary)
Attach plans, diagrams, etc. as appropriate

GENERAL INFORMATION

Project: **Tentative Parcel Map No. 2898**
Date Filed:

Applicant: **John L. and Christine H. Trowbridge** Record Owner: **Same**
14400 Shake Ridge Road
Sutter Creek, CA 95685
(925) 997-6607

APN: **015-220-065**
Zoning: **"R1-A" Single Family Residential and Agricultural**
Gen. Plan: **A-T Agricultural Transition (5-20 ac min)**

List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies:

WRITTEN PROJECT DESCRIPTION

Include the following information where applicable, as well as any other pertinent information to describe the proposed project:

1. Site Size
2. Square Footage of Existing/Proposed Structures
3. Number of Floors of Construction
4. Amount of Off-Street Parking Provided (provide accurate detailed parking plan)
5. Source of Water
6. Method of Sewage Disposal
7. Attach Plans
8. Proposed Scheduling of Project Construction
9. If project is to be developed in phases, describe anticipated incremental development.
10. Associated Projects
11. Subdivision/Land Division Projects: Tentative map will be sufficient unless you feel additional information is needed or the County requests further details.
12. Residential Projects: Include the number of units, schedule of unit sizes, range of sale prices/rents and type of household size expected.
13. Commercial Projects: Indicate the type of business, number of employees, whether neighborhood, city or regionally oriented, square footage of sales area, loading facilities.
14. Industrial Projects: Indicate the major function, estimated employment per shift, estimated occupancy, loading facilities and community benefits to be derived/project.
15. Institutional Projects: Indicate the major function, estimated employment per shift, estimated occupancy, loading facilities and community benefits to be derived/project.
16. If the project involves a variance, conditional use permit or rezoning application, state this and indicate clearly why the application is required.

Are the following items applicable to the project or its effects? Discuss below all items checked "yes". Attach additional sheets as necessary.


YES NO

- | | | | |
|--------------------------|-------------------------------------|-----|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17. | Change in existing features, lakes, hills, or substantial alteration of ground contours |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 18. | Change in scenic views or vistas from existing residential areas, public lands or roads |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 19. | Change in pattern, scale or character of general area of project |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 20. | Significant amounts of solid waste or litter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 21. | Change in dust, ash, smoke, fumes or odors in the vicinity |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 22. | Change in lake, stream, ground water quality/quantity, or alteration of existing drainage patterns |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 23. | Substantial change in existing noise or vibration levels in the vicinity |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 24. | Site on filled land or on slope of 10 percent or more |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 25. | Use or disposal of potentially hazardous materials, such as toxic substances, flammables or explosives |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 26. | Substantial change in demand for municipal services (police, fire, water, sewage, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 27. | Substantial increase in fossil fuel consumption (electricity, oil, natural gas, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 28. | Relationship to a larger project or series of projects |

ENVIRONMENTAL SETTING

29. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site and the use of the structures. Attach photographs of the site.
30. Describe the surrounding properties, including information on plants and animals, and any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (single family, apartments, shops, department stores, etc.) and scale of development (height, frontage setbacks, etc.) Attach photographs of the vicinity.
31. Describe any known mine shafts, tunnels, air shafts, open hazardous excavations, etc. Attach photos of these known features.

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

Date: 10/28/20 Signature: 

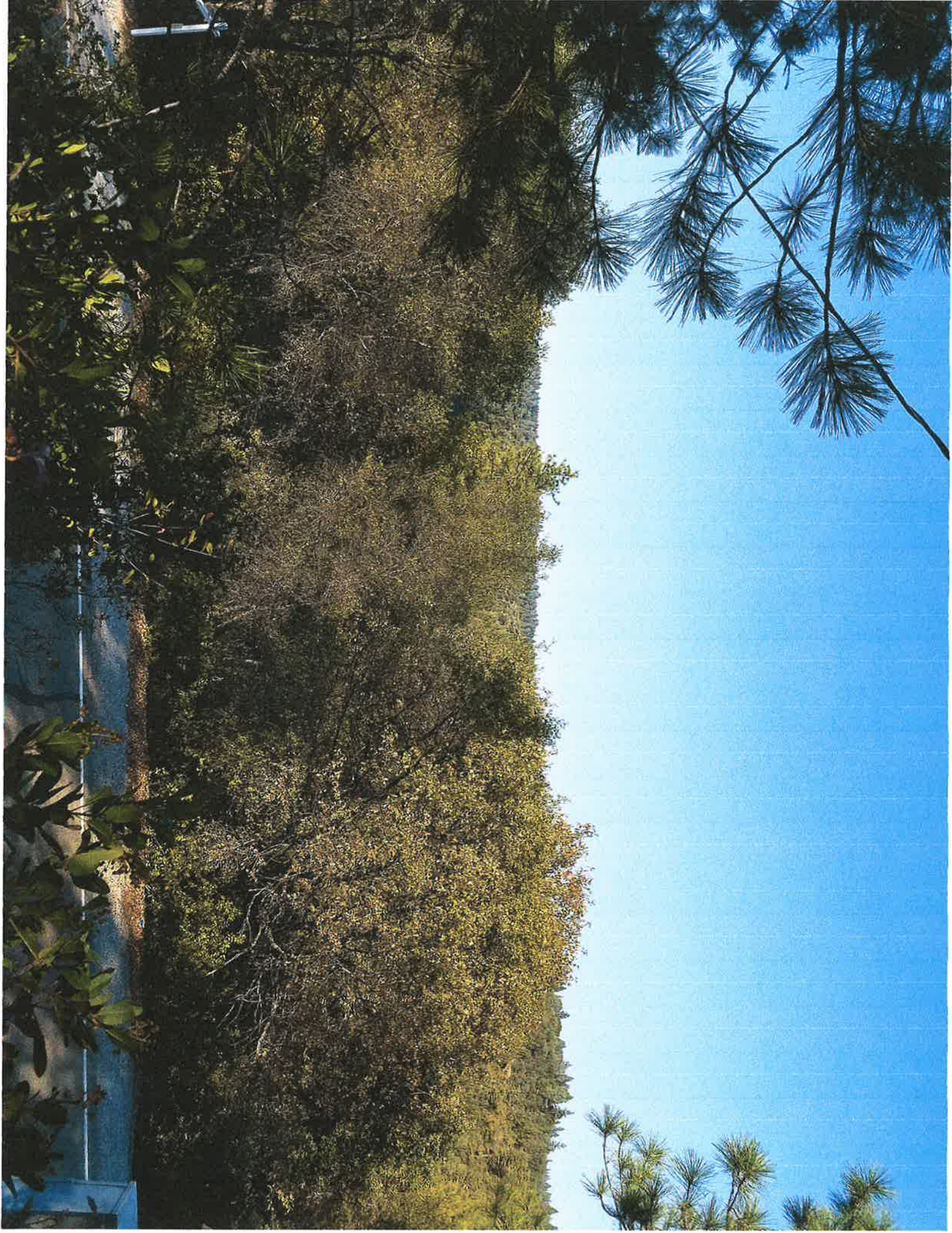
ENVIRONMENTAL SETTING Tentative Map No. 2898

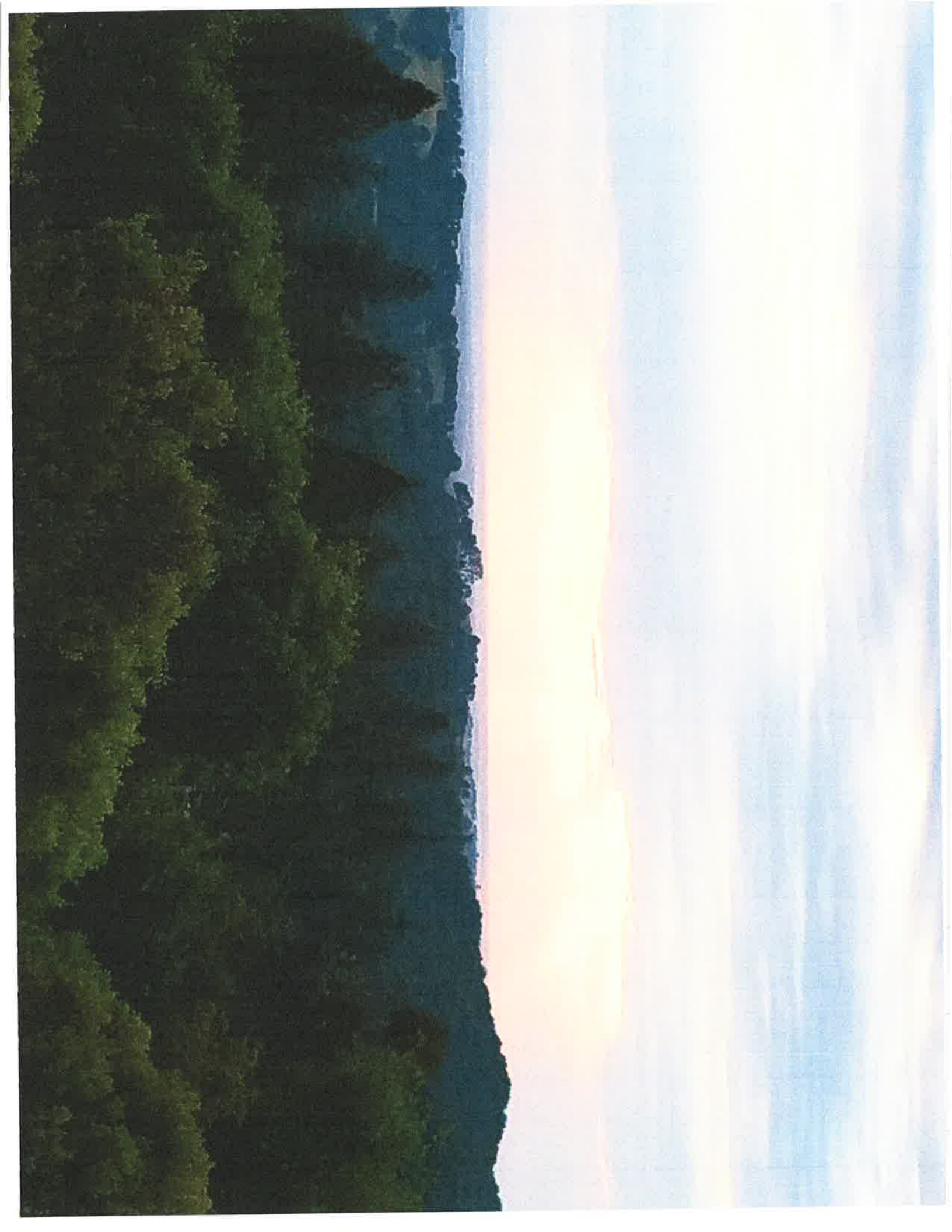
(29.) The property consists of rolling, sloping hills covered in Conifers, Oaks and Manzanita. You may see Deer, Foxes, Squirrels, Rabbits and small rodents such as Gophers. There is a 30' by 40' metal garage/shop/storage on the property. There are no cultural, historic or scenic aspects to the best of my knowledge. **(30.)** The surrounding properties are much the same as described above with no cultural, historic or scenic aspects I'm aware of and consist of single family residential homes or vacant land between 3.5 acres and 20 acres approx. **(31.)** There is a mine on the property that tunnels into the hill for about 70' more or less then makes a 90 degree right turn and dead ends in about 30'.

John Trowbridge











First American Title

Guarantee

Parcel Map Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5002900-

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES
(The County Amador and any city within which the land is located),

herein called the Assured, against loss not exceeding \$1,000, which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records on the date stated below,

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority; and
2. Had said Parcel Map been recorded in the office of the County Recorder of said county, such map would be sufficient for use as a primary reference in legal descriptions of the parcels within its boundaries.

First American Title Insurance Company

Dennis J. Galmore, President

Greg L. Smith, Secretary

Dated:

By: _____
Authorized Countersignature

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision thereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such

purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS – LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY – PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as

an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

- (d) All payments under this Guarantee, except for Attorneys' fees as provided for in paragraph 6 (b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears

to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it, at: **First**

American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707.

Claims.NIC@firstam.com

Phone: 888-632-1642 Fax: 877-804-7606

- 10. THE FEE SPECIFIED ON THE FACE OF THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.**



First American Title



First American Title

Parcel Map Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

Schedule Part I

No.: 0301-6415444

Liability: \$0.00

Fee: \$TO BE DETERMINED

1. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is a fee:

FEE

2. Title to said estate or interest at the date hereof is vested in:

JOHN L TROWBRIDGE AND CHRISTINE H. TROWBRIDGE, HUSBAND AND WIFE AS JOINT TENANTS

3. The land included within the boundaries of the Parcel Map hereinbefore referred to in this Guarantee is described as follows:

PARCEL A, AS SHOWN AND DELINEATED ON RECORD OF SURVEY FOR "OMNIBUS INVESTMENTS, INC", ACCORDING TO THE OFFICIAL MAP THEREOF FILED FOR RECORD AUGUST 6, 1970 IN BOOK 16 OF MAPS AND PLATS, PAGE 47, AMADOR COUNTY RECORDS.

By:

Authorized Countersignature



First American Title

Parcel Map Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

Schedule Part II

File No.: 0301-6415444

EXCEPTIONS

By:

Authorized Countersignature

1. General and special taxes and assessments for the fiscal year 2020-2021.

First Installment:	\$774.38, OPEN
Penalty:	\$0.00
Second Installment:	\$774.38, OPEN
Penalty:	\$0.00
Tax Rate Area:	052-086
A. P. No.:	015-220-065-000

2. The lien of defaulted taxes for the fiscal year 2018-2019, and any subsequent delinquencies.

Tax Rate Area:	052-086
A. P. No.:	015-220-065-000
Amount to redeem:	\$3,819.42
Valid through:	OCTOBER, 2020
Amount to redeem:	\$3,864.62
Valid through:	NOVEMBER, 2020

Please contact the tax office to verify the payoff amount.

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. The terms and provisions contained in the document entitled "AGREEMENT" recorded July 28, 2010 as INSTRUMENT NO. 20105567 OF OFFICIAL RECORDS.
5. A deed of trust to secure an original indebtedness of \$125,000.00 recorded AUGUST 5, 2013 as INSTRUMENT NO. 2013007062 OF OFFICIAL RECORDS.

Dated:	JULY 24, 2013
Trustor:	JOHN L TROWBRIDGE AND CHRISTINE H. TROWBRIDGE, HUSBAND AND WIFE
Trustee:	FIRST AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION
Beneficiary:	LINDA TULLIS, AN UNMARRIED WOMAN

According to the public records, the beneficial interest under the deed of trust was assigned to LINDA J. TULLIS, AS TRUSTEES OF THE TULLIS FAMILY LIVING TRUST, U/A DATED MARCH 29, 2016 by assignment recorded APRIL 4, 2016 as INSTRUMENT NO. 2016002424 of Official Records.

- a. If this deed of trust is to be eliminated in the policy or policies contemplated by this report/commitment, the company will require the following for review prior to the recordation of any documents or the issuance of any policy of title insurance:
 - i. Original note and deed of trust.
 - ii. Payoff demand statement signed by all present beneficiaries.
 - iii. Request for reconveyance or substitution of trustee and full reconveyance must be signed by all present beneficiaries and must be notarized by a First American approved notary.
 - b. If the payoff demand statement or the request for reconveyance is to be signed by a servicer, we will also require a full copy of the loan servicing agreement executed by all present beneficiaries.
 - c. If any of the beneficial interest is presently held by trustees under a trust agreement, we will require a certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
6. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.

Environmental Health Department
(209) 223-6439

FEEES FOR LAND DEVELOPMENT

Fee Computation Date _____ By J. Dunklee
Property Owner John Traubridge
Project Name TPM 2898 APN 215-270-085

PARCEL MAPS -- \$360.00 360.00

Sewage Disposal

2 parcels proposing onsite sewage systems--\$300.00/parcel. Includes
Application and site review for each undeveloped parcel 600.00

SUBDIVISIONS--\$1000.00 deposit applied against review fees @ \$120/hr. _____

ZONE CHANGE AND/OR GENERAL PLAN AMENDMENT -- \$240.00 _____

CONDITIONAL USE PERMIT-- \$240.00 _____

CEQA REVIEW AND COMMENT
Negative Declaration --\$240.00 540.00

Environmental Impact Report -- \$1000.00 deposit applied to review
and comment at \$120.00/hour. _____

BOUNDARY LINE ADJUSTMENT--\$300.00/parcel to be investigated. Includes
sewage disposal application and site investigation. _____

TOTAL 1,200.00

Fees collected by _____ Receipt No: _____ Date: _____

CC COPY
MAILED TO
ACEHD ON
11.18.2020

AMADOR COUNTY PUBLIC WORKS REVIEW FEES

Per Ordinance No. 1646, County Code Chapter 3.58, Section 3.58.010

FILL IN COMPLETELY AND SUBMIT WITH PLANS

Incomplete submittals will not be accepted for review.

PROJECT NAME (Exactly as on plans): TENTATIVE PARCEL MAP No. 2898

DATE: 11.18.2020 ENGINEER OF RECORD CIRO L. TOMA PLS 3570

SUBMITTAL: (CHECK ONE) FIRST RESUBMITTAL #1 2 3

PROJECT OWNER Name JOHN AND CHRISTINE TROWBRIDGE

ADDRESS 14400 SHAKE RIDGE RD. STATE CA ZIP 95685 PHONE (925) 997-6607
SUTTER CREEK
(Project owners receive a copy of all plan review comments from Public Works)

SUBMITTED BY: GINA WAKLEE COMPANY: TOMA & ASSOCIATES
(Your name/Engineering/Architectural Company)

PHONE: office (909) 223-0156 cell _____ fax _____

EACH APPLICANT TO THE COUNTY SHALL PAY A FEE FOR REVIEW SERVICES PERFORMED BY THE COUNTY PUBLIC WORKS AGENCY FOR THE FOLLOWING:

	<u>DEPOSIT REQUIRED</u>
<input type="checkbox"/> A. Request for Chapter 15.30 Deviations	\$750.00
<input type="checkbox"/> B. CEQA Evaluations (Traffic, EIR, etc.)	\$ 1,500.00
<input type="checkbox"/> C. Subdivision Maps	\$2,000.00
<input checked="" type="checkbox"/> D. Parcel Maps	\$1,500.00
<input type="checkbox"/> E. Conditional Use Permits	\$500.00
<input type="checkbox"/> F. Pre-application conferences	\$77.00 per hour/1 hr. min.

Amount Received \$ _____
Receipt Issued # _____

If the accrued charges exceed the above deposit, the County submits periodic billings to the applicants for costs incurred. Interest of one and one-half (1-1/2) percent per accounting period (28) day cycle compounded each accounting period shall be added to the unpaid balance due to any account which has not been paid within (28) days of the date it was billed. All fees to date must be paid current prior to consideration of the application at each stage of the review process (TAC meetings, Planning Commission, BOS, if applicable, department head, if applicable, and final approval of the documents by County Surveyor in case of subdivision maps and parcel maps). If the actual total charges are less than the minimum deposit amounts, the County shall reimburse the payer the difference between the minimum deposit and the actual total charges.

ACCEPTED FOR REVIEW BY PUBLIC WORKS AGENCY

NAME: _____
DATE: _____

PROJECT NO. ASSIGNED _____

COPY
MAILED TO
PUBLIC WORKS
11.18.2020

Foothill Resource Management

Steve Q. Cannon, RPF #2316
P.O. Box 818, Pine Grove, CA 95665
(209)419-1569

Mr. Chuck Beatty, Director
Planning Department, County of Amador
810 Court Street
Jackson, CA 95642

10 November 2020

Re: Trowbridge property, APN 015-022-065

Dear Mr. Beatty,

At the request of John & Christine Trowbridge, I conducted an inspection of the parcel referenced above. I was told that the Planning Department has required that an Oak Woodlands Assessment shall be done for the parcel since they are planning a split of the 17.36 acre property into three parcels. This letter is in response to that requirement.

Section 21083.4 of the California Public Resources Code requires that counties determine if there will be a significant effect on oak woodlands as a result of a project proposed to the county. The first question that must be answered is whether a project area does indeed qualify as an "Oak Woodland". The Fish and Game Code of the State of California defines "Oak Woodland" under Section 1361(h) as "...an oak stand with a greater than 10 percent canopy cover or that may have historically supported greater than 10% canopy cover". Additional important information comes from PRC 21083(a), where it is stated that oaks included in the determination of oak woodland status cannot come from the Group A or Group B commercial species as defined by 14 CCR 895.1 (Forest Practice Rules). California Black Oak (*Quercus kelloggii*), a species common at the elevation of APN 015-220-065, is a Group B species under the Forest Practice Rules.

On the 9th of November, 2020, I visited the Trowbridge property and conducted an evaluation of the property. It seemed to be obvious from the air photos and a casual drive-by that this property would qualify as an "Oak Woodland", as defined by the Fish & Game Code. In spite of that observation, I walked the parcel from Shake Ridge Road south to Oneto Road through the central part of the property, venturing east to west at several points along my path to Oneto Road. I also crossed Shake Ridge Road to inspect the portion of the Trowbridge property that is located north of Shake Ridge Road. I conducted my reconnaissance taking note of the vegetation types that exist on the 17.36 acre parcel. I observed the species of trees and other vegetation and their average spacing. I also made notes about the diameters at breast height (DBH) of the species pertinent to an oak woodlands assessment. Using the aerial photo I have of the area and confirming the forested areas on the property with my verification on the ground, I have delineated the areas covered with native oaks. I used a planimeter to estimate the number of square inches of oak canopy coverage and converted the total square inches to acres using a conversion factor of 6.73 acres per square inch.

The results of my calculations and estimations are as follows:

Species encountered – Interior live oak (*Quercus wizlizenii*), California black oak (*Quercus kelloggii*), Ponderosa pine (*Pinus ponderosa*), Sugar pine (*Pinus lambertiana*) and Gray pine (*Pinus sabiniana*) are species associated with the forest on the Trowbridge property. Since California black oak is considered a commercial species under the Forest Practice Rules, that species is not pertinent to the assessment of oak woodlands. By my estimate, approximately

75% of the oaks on the Trowbridge property are Interior live oak, and the figures below reflect that stocking level.

Other species present on the Trowbridge property are: toyon, poison oak, coyote brush, whiteleaf Manzanita, annual grasses.

Diameter range of native oaks – 4 inches DBH to 18 inches DBH

Average oak diameter @ 4.5 ft. above ground – 11 inches

Average spacing between oak trees – 22 feet (range of 6 ft. to 50 ft.)

Average number of oak trees per acre – 52 trees/ac.

Average oak basal area per acre – 34 sq. ft./ac.

Average crown diameter – 22 feet (range of 10-30 ft.)

Estimated % of acreage with live oak canopy – 45%

The total acreage of the Trowbridge property associated with this proposed subdivision is 17.36 acres. The area forested with all oak species is 15.66 acres, of which 45% is covered with Live oak canopy. Consequently the Trowbridge property qualifies as an "Oak Woodland" under the Fish & Game Code.

The next question that is necessarily needing to be answered is: "Will the proposed subdivision of this property result in a significant impact to the Oak Woodland?"

The proposed subdivision would split the property into three parcels of 4.25, 8.11 & 5.0 acres (listed from north to south). A shop building and a building pad exist on the proposed 8.11 acre parcel, along with an access road. It is assumed that no further clearing of native oaks will take place on that proposed parcel. The 4.25 acre parcel to the north of Shake Ridge Road has a roughed in access road that was constructed for the purpose of accessing the proposed parcel for septic system testing. That parcel is certainly Oak Woodland, though the average size of the oaks are smaller than on the rest of the property. Due to the slope of the ground, it appears to me that the area cleared at this point will be the location of the potential building site and the area cleared will not likely exceed $\frac{1}{4}$ acre. The southernmost proposed parcel (5.0 acres) that will be accessed by Oneto Road also has a roughed in access road and slopes that will limit the amount of land to be cleared for a building site. Again, I do not expect that more than $\frac{1}{4}$ acre will be cleared of native oaks to facilitate the building of a residence and outbuildings.

None of this ground is appropriate for the types of woodland conversion that is common in other parts of Amador County. It is too steep for vineyard and/or orchard and the soil type is unsuited for either type of agricultural production. Likely landowners will perhaps (we hope!) do some fire hazard reduction involving the removal of brush and thinning of trees, but most people purchasing properties like this want the area to remain as woodland.

My estimation of the impact to the Oak Woodland on the Trowbridge property is that after deducting the areas of brush and existing cleared ground, the total Oak Woodland acreage is 15.66 acres (90 % of the total acreage). Reducing that acreage by the estimated clearing of

two quarter acre building sites will leave 15.16 acres of Oak Woodland (96 % of the total Oak Woodland).

In summary and to reiterate, the Trowbridge property definitely qualifies as an Oak Woodland under the California Fish & Game Code. The answer to the second question required under PRC 21083.4 is that in my professional opinion, the proposed Trowbridge property division will not result in a significant reduction of Oak Woodland area.

If you have any questions, please feel free to call.

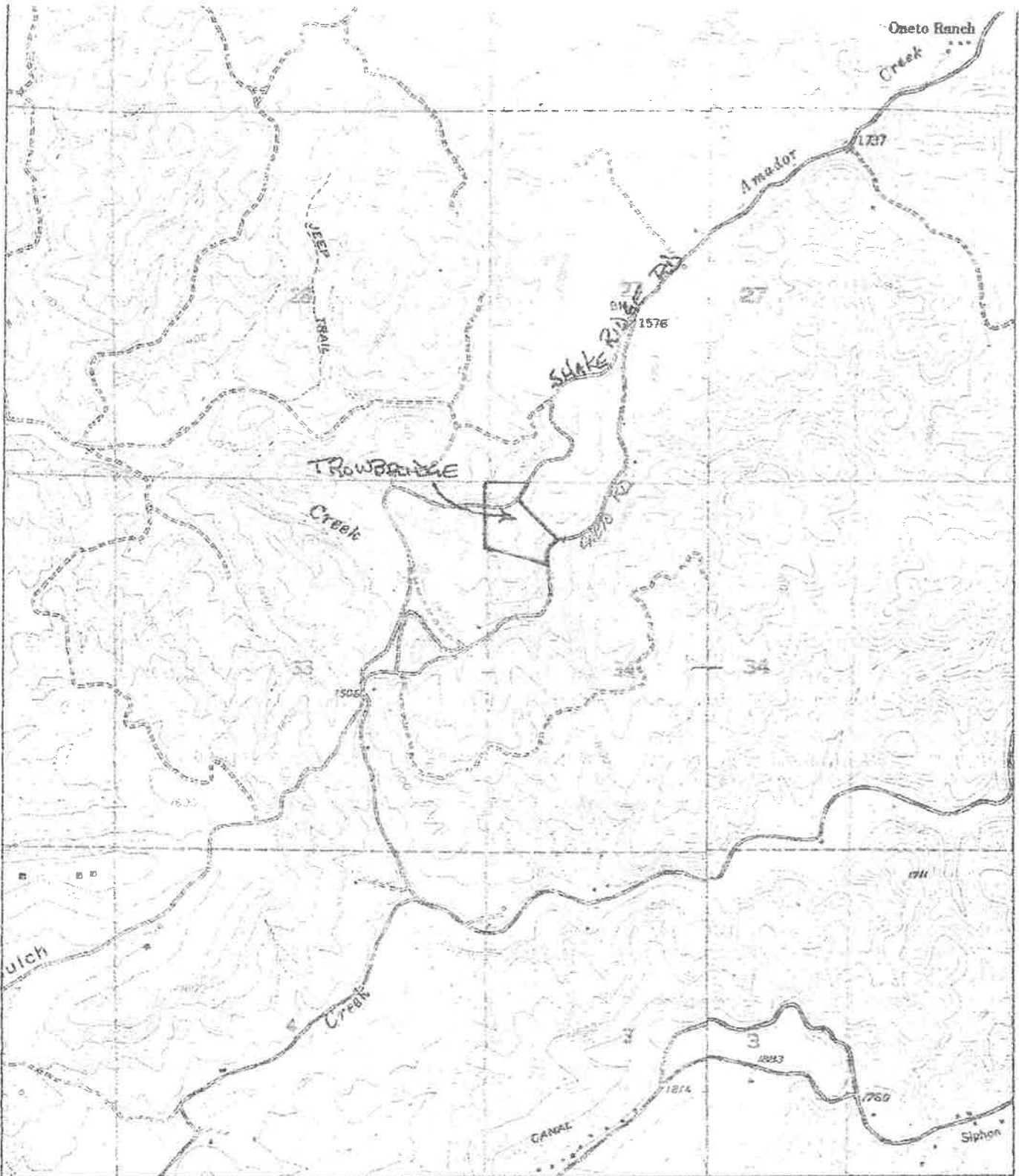
Sincerely,

A handwritten signature in black ink, appearing to read "Steve Cannon", with a long horizontal flourish extending to the right.

Steve Q. Cannon
Registered Professional Forester #2316

attachments

Trowbridge Oak Woodland Evaluation
 Township 7 North, Range 11 East, Section 34, MDB&M
 Amador City 7.5' Quadrangle
 Amador County

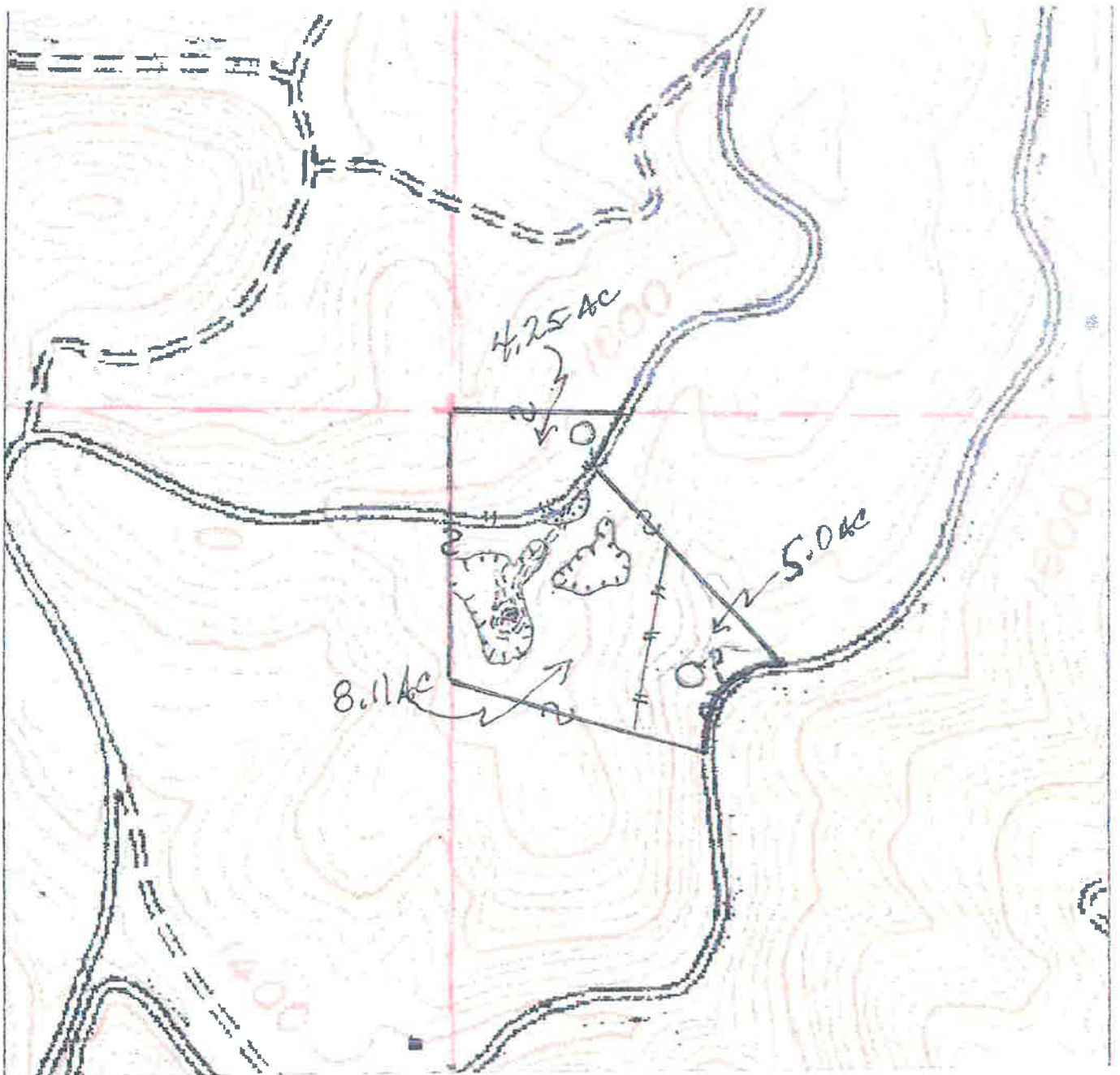


© 2002 DeLorme. 3-D TopoQuads ©. Data copyright of content owner.
www.delorme.com



TM
 W
 MN
 S 85° E

Trowbridge Oak Woodland Evaluation
 Township 7 North, Range 11 East, Section 34, MDB&M
 Amador City 7.5' Quadrangle
 Amador County



Trowbridge Property Boundary

Brush & Non-Oak Woodland



Existing road or roughed in road

Likely building site

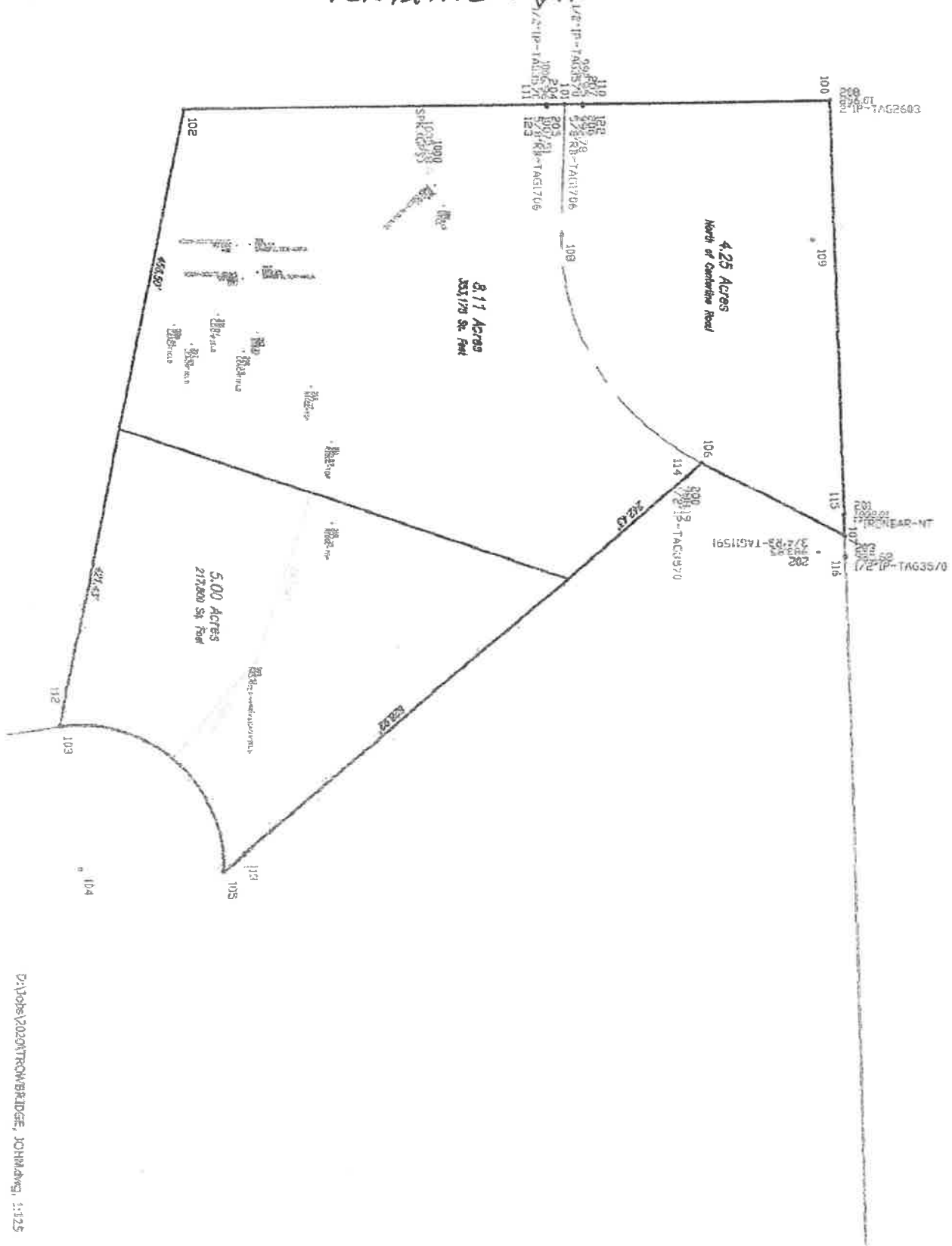


Approximate proposed parcel boundary



Trowbridge Oak Woodland Evaluation
 Township 7 North, Range 11 East, Section 34, MDB&M
 Amador City 7.5' Quadrangle
 Amador County

TENTATIVE MAP

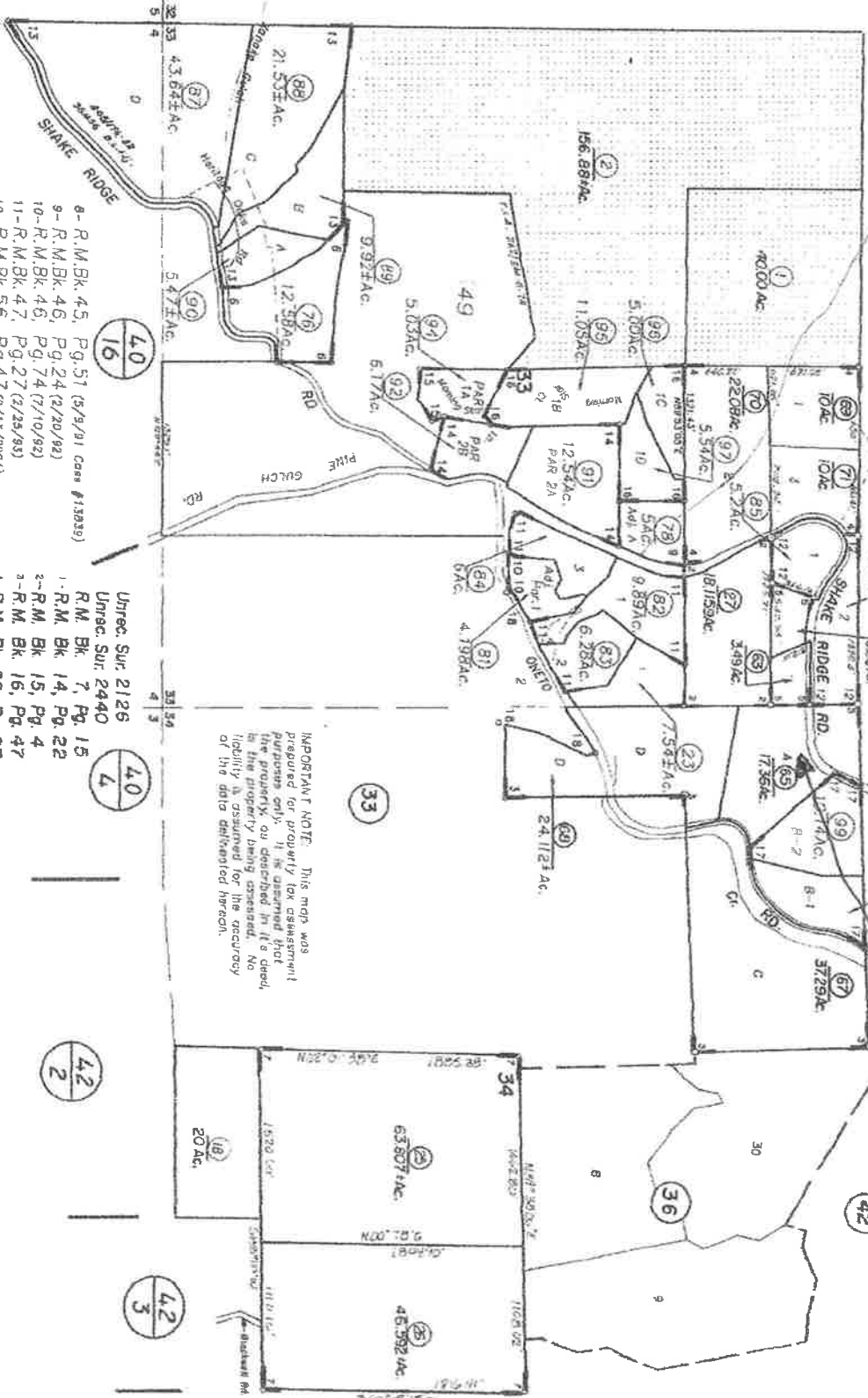


Map changes become effective with the 2020-2021 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

T.7N, R.11E, M.D.B.M.

TROWBRIDGE

15-22



- 0-R.M.Bk. 45, Pg. 51 (5/9/91 Cons #13039)
- 9-R.M.Bk. 46, Pg. 24 (2/20/92)
- 10-R.M.Bk. 46, Pg. 74 (7/10/92)
- 11-R.M.Bk. 47, Pg. 27 (2/25/93)
- 12-R.M.Bk. 56, Pg. 47 (2/13/2004)
- 13-R.M.Bk. 57, Pg. 35 (12/16/2004)
- 14-R.M.Bk. 59, Pg. 10 (7/27/2005)
- 15-R.M.Bk. 59, Pg. 69 (2/21/2007)
- 16-R.M.Bk. 61, Pg. 36 (12/23/2008)
- 17-P.M.Bk. 61, Pg. 45 (12/31/2008)
- 18-P.M.Bk. 66, Pg. 04 (07/26/2019)

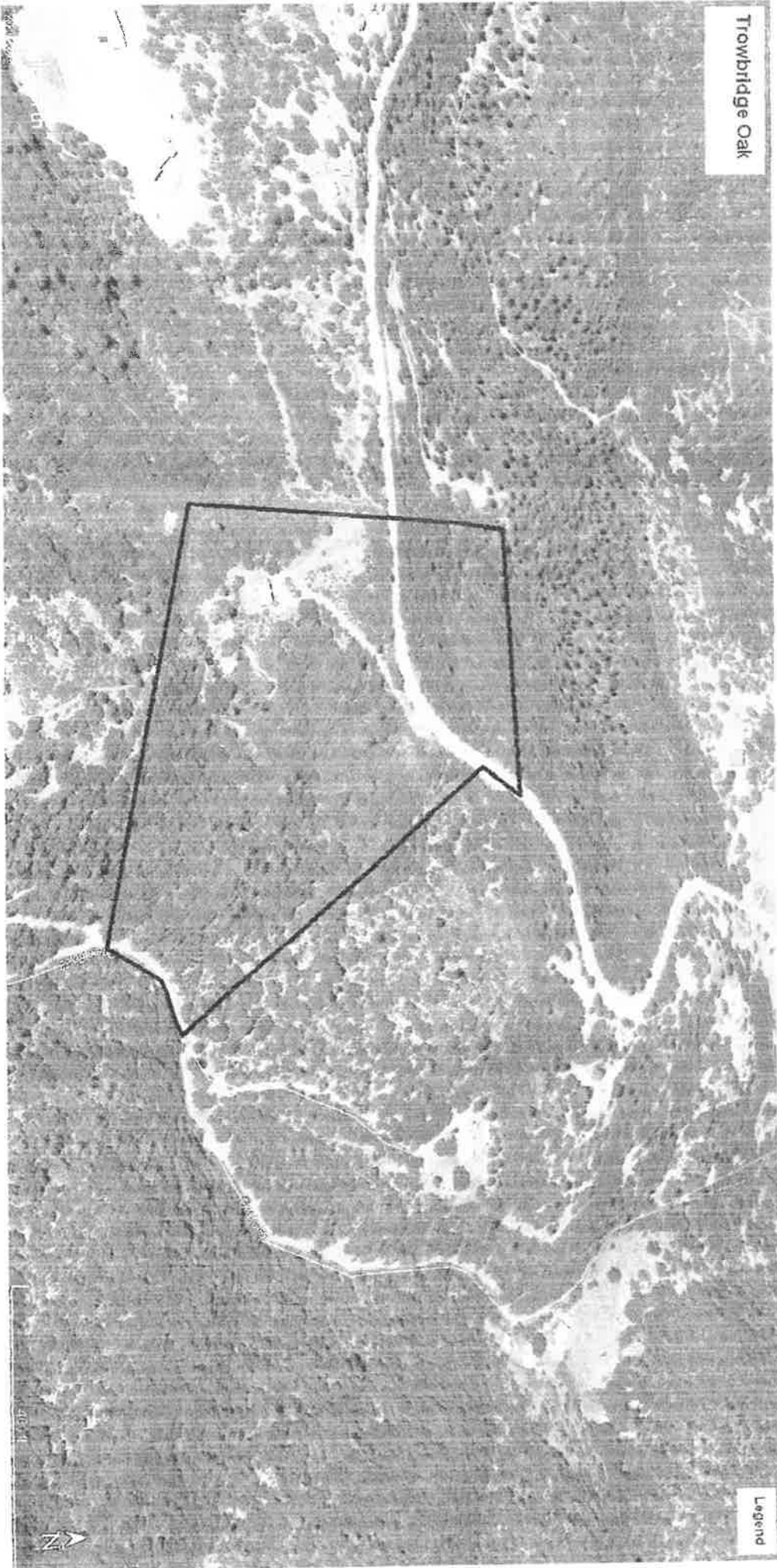
- Unrec. Sur. 2126
- Unrec. Sur. 2440
- R.M. Bk. 7, Pg. 15
- 1-R.M. Bk. 14, Pg. 22
- 2-R.M. Bk. 15, Pg. 4
- 3-R.M. Bk. 16, Pg. 47
- 4-P.M. Bk. 28, Pg. 97
- 5-R.M. Bk. 31, Pg. 62
- R.M. Bk. 35, Pg. 56 B.L. Adl.
- 6-R.M. Bk. 41, Pg. 72
- 7-R.M. Bk. 19, Pg. 48 (11/24/71)

IMPORTANT NOTE: This map was prepared for property tax assessment purposes only. It is assumed that the property, as described, is the actual property being assessed. No liability is assumed for the accuracy of the data depicted hereon.

Assessor's Map Bk. 15, Pg. 22
County of Amador, Calif.



Trowbridge Oak



Legend