



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	AFPD
Building Department	ACTC
County Counsel	Amador Transit
Environmental Health Department	Amador Water Agency
Surveying Department	Cal Fire
Transportation and Public Works Department	Caltrans, District 10
Waste Management	CDFW, Region 2
Sheriff's Office	Amador LAFCO
Ione Band of Miwok Indians**	City of Sutter Creek
Buena Vista Band of Me-Wuk Indians**	Washoe Tribe of Nevada and California**
	Shingle Springs Band of Miwok Indians**

DATE: March 24, 2021

FROM: Krista Ruesel, Planning Department

PROJECT: Tentative Parcel Map No. 2873-Vaira Ranch, proposing the division of ± 154 acres into three (3) parcels $10\pm$, $64\pm$, and $79.5\pm$ acres in size. Proposed use of the parcels is residential, and all parcels will retain existing X, Special Use District zoning and AG Agriculture General, General Plan Designation (40- acre minimum). This variation in parcel size is consistent with County Code Section 17.32.030 which allows the Planning Commission to authorize deviations in lot size provided that there is no more than ten percent increase in density in the overall development. This project does not propose an increase in overall allowable density. (APNs: 008-210-008, 008-210-009)

Applicant: Jean B Ely, Judy L Chaffee, and Janet M Bawart;
Representative: Robin Peters, Delta Engineering
Supervisorial District: 2
Location: 15050 Vaira Ranch Rd.

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 environmental impacts and Conditions of Approval during its regular meeting on **Wednesday, April 7, 2021** 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
+1 312 626 6799 US

+1 346 248 7799 US
+1 929 205 6099 US

+1 301 715 8592 US
+1 253 215 8782 US

Meeting ID: 537 512 8983



427 Broadway
 Jackson, CA 95642
 (209) 223-1441
 FAX (209) 223-5044
 e-mail cse@calstateengineering.com

LETTER OF TRANSMITTAL

Amador County Planning Dept.

810 Court Street

Jackson, CA 95642

DATE: 2/17/21	JOB NO. 200032
ATTENTION:	
RE:	
Vaira Ranch PM 2873 008-210-009 & 008-220-008	

WE ARE SENDING YOU Attached Under separate cover via _____ The following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
1			Application form and checklist for Tentative Parcel Map and Subdivision Map Indemnification & agent authorization from J. Ely, J. Chaffee, J. Bawart
2			APN maps Grant Deeds Environmental Information Title Report Vesting Tentative Parcel Map No. 2873 11"x17" and 8 1/2" x 11", 24" x 36" Oak Woodlands report from Foothill Resource Management Cultural Resources Assessment, Windmiller Consulting, Inc.

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ 20 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS:

RECEIVED
Amador County

FEB 17 2021


ENVIRONMENTAL HEALTH

COPY: Ely, Chaffee, Bawart & File

SIGNED: Cal State Engineering, Inc.

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

The following information shall be included with this application:

1. Parcel Map Number 2873
or Subdivision Name and Number _____
2. Subdivider and/or Land Owner Jean Ely, Judy Chaffee, Janet Bawart as tenants in common
Name c/o Delta Engineering, Inc.
Address 33 Main Street Jackson, CA 95642
Phone (209) 223-1441
3. Surveyor Delta Engineering, Inc.
4. Assessor Plat Number 008-210-009; 008-220-008
5. Existing Zoning District X
6. General Plan Classification AG
7. Date Application Submitted February, 2021
8. Proposed Use of Parcels Agriculture/residential-agriculture
9. Special Use Districts (if applicable) _____
10. Source of Water Supply Wells
11. Sewage Disposal System On-site septic system
12. Signature of Landowner/Applicant See statement
(May provide Statement of Authorization in lieu of signature)
13. Signature of Surveyor  FOR DELTA ENGINEERING, INC.

The following shall be included with this application:

- 14. Thirty-five (35) copies of tentative map. PLEASE FOLD MAPS
15 copies: 18" X 26" in size, folded to 6" X 9½" in size
20 copies: 11" X 17" in size, folded in half
- 15. One (1) copy of Assessor Plat Map.
- 16. Two (2) copies of deed(s).
- 17. Two (2) copies of completed environmental information form (sections 29, 30, 31
require description and photos).
- 18. Two (2) copies of preliminary map report.
- 19. One (1) reduced (8½" X 11") reproduction of tentative map.
- 20. Application Fee (see Fee Schedule).
- 21. Copies of Receipts of Environmental Health Department and Public Works
Agency Fees.
- 22. Completed and signed Indemnification Agreement.
- 23. If your project accesses off a State highway, provide encroachment permit or
other pertinent information (e.g., a road maintenance agreement if your project
accesses from a private road connected to a State highway), or state if no
information is available.
- 24. Oak Woodland Study prepared by a Registered Professional Forester pursuant to
PRC 21083.4.

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Arnador County

FEB 17 2021

ENVIRONMENTAL HEALTH

B. Jean Ely

1575 Twin Oaks Road

Reno, Nevada 89511

February 4, 2021

Amador County Planning Department
810 Court Street
Jackson, CA 95642

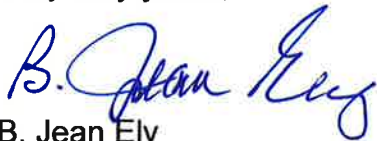
Re: Vaira Ranch parcel map application
15050 Vaira Ranch Road, Drytown
Amador County APN 008-210-009; 008-220-008

To whom it may concern:

I am co-owner of record of the property know as 15050 Vaira Ranch Road Drytown, California which is the subject of a current land division application. I hereby grant consent for and authorize Robin D. Peters, P.E. of Delta Engineering, Inc., to represent me before the County and to act as my agent for the purpose of permitting, entitlements and other matters associated with the subject land division application. Please ensure that copies of all relevant correspondence and notifications are forwarded to Mr. Peters for his consideration.

Thank you for your cooperation. Should you have any questions, please be certain to contact me.

Very truly yours,



B. Jean Ely

cc: Robin D. Peters, P.E. – Delta Engineering, Inc.

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Amador County

FEB 17 2021

ENVIRONMENTAL HEALTH

Judy L. Chaffee

Post Office Box 223

Drytown, California, 95699

February 4, 2021

Amador County Planning Department
810 Court Street
Jackson, CA 95642

Re: Vaira Ranch parcel map application
15050 Vaira Ranch Road, Drytown
Amador County APN 008-210-009; 008-220-008

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Thank you for your cooperation. Should you have any questions, please be certain to contact me.

Very truly yours,



Judy L. Chaffee

cc: Robin D. Peters, P.E. – Delta Engineering, Inc.

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Amador County

FEB 17 2021

ENVIRONMENTAL HEALTH

Janet M. Bawart

2010 Harbison D. #A-173

Vacaville, California 95687

February 4, 2021

Amador County Planning Department
810 Court Street
Jackson, CA 95642

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15050 Vaira Ranch Road, Drytown
Amador County APN 008-210-009; 008-220-008

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Very truly yours,



Janet M. Bawart

cc: Robin D. Peters, P.E. – Delta Engineering, Inc.

RECEIVED
Amador County

FEB 17 2021

ENVIRONMENTAL HEALTH

INDEMNIFICATION

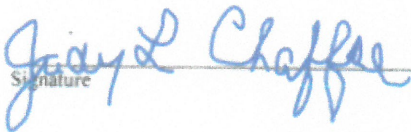
Project: VAIRA RANCH PM 2873

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 related 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 County in its sole discretion may hire outside counsel to handle its defense or may handle the matter internally. Indemnification also includes paying for the County's defense if it elects to hire outside counsel. Indemnification also includes compensating the County for staff time associated with the litigation. 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

INDEMNIFICATION

Project: VAIRA RANCH PM 2873

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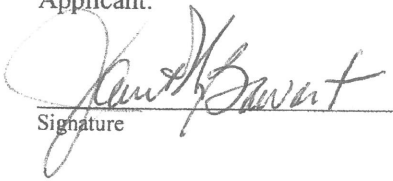
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1. Owner and Applicant shall defend, indemnify, and hold harmless the County and its agents, officers or employees from any claim, action, or proceeding against the County or its agents, officers or employees (the "County") to attack, set aside, void 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 County in its sole discretion may hire outside counsel to handle its defense or may handle the matter internally. Indemnification also includes paying for the County's defense if it elects to hire outside counsel. Indemnification also includes compensating the County for staff time associated with the litigation. The obligations under this Indemnification shall apply regardless of whether any permits or entitlements are issued.
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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. 2873

ENVIRONMENTAL INFORMATION

General Information

Project Name: Vesting Tentative Parcel Map No. 2873 – Vaira Ranch

Applicant & Landowner: Jean B. Ely, Judy L. Chaffee, Janet M. Bawart as
tenants in common
c/o Delta Engineering, Inc.
33 Main Street
Jackson, CA 95642
209-223-1441

Agent: Robin D. Peters, P.E.
Delta Engineering, Inc.
33 Main Street
Jackson, CA 95642
(209) 223-1441
rpeters@deltaengineeringinc.com

Assessor's Parcel No.: 008-210-009; 008-220-008

Existing Zoning District: X

Existing General Plan: AG

Existing Use of Parcels: Agriculture & rural residential

Proposed Use of Parcels: No change

Written Project Description

Parcel Map no. 2873 proposes to divide a single parcel comprising approximately 154 acres into three parcels to complete an estate partition action. Parcels range in size from 10 acres to 79.5 acres. The property is located on Vaira Ranch Road approximately ¾ mile south of the community of Drytown. No changes in land use are proposed.

1. Site Size: Approximately 154 acres.

2. Square Footage of Existing/Proposed Structures:
 - One single-family dwelling approximately 2,400 s.f. in size (Parcel 1)
 - One single family dwelling approximately 1,000 s.f. in size (Parcel 2)
 - One barn approximately 2,000 s.f. in size (Parcel 2)
 - Misc. other outbuildings of various size
3. Number of Floors of Construction: N/A
4. Amount of Off-street Parking: N/A
5. Source of Water: Individual on-site domestic wells
6. Sewage Disposal: Individual on-site septic systems
7. Plans: N/A
8. Proposed Scheduling of Construction: N/A
9. Phasing: Final maps may be recorded in phases with phase boundaries to be determined.
10. Associated Projects: None
11. Land Division Project: See attached Vesting Tentative Parcel Map

Additional Information. Are the following items applicable to the project or its effects?

YES NO

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 17. Change in existing features of any lakes or 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 or ground water quality or 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. |

- 24. Site on filled land or has slopes of 10 percent or more.
Ground slopes on the subject property vary, with many areas greater than 10 percent.
- 25. Use or disposal of potentially hazardous materials such as toxic substances, flammables or explosives.
- 26. Substantial change in demand for municipal services (police, fire, water, sewage, etc.).
- 27. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.).
- 28. Does this project have a relationship to a larger project or series of projects?

Environmental Setting

29. Existing Site: The project comprises approximately 154 acres of land located on Vaira Ranch Road approximately ¾ miles south of the unincorporated community of Drytown. The project site currently supports a single-family dwelling, an accessory dwelling, a barn and numerous outbuildings of various size, together with associated residential infrastructure and improvements (wells, septic systems, power, etc.). The site slopes gently to moderately, with slopes ranging from nearly level to over 25 percent. Vegetative cover consists primarily of stands of blue oak, gray pine and non-native grasses. Soils are mapped by the USDA as those of the Auburn series. Auburn series soils are well drained, shallow silt loams of amphibolite schist parent. Rancheria Creek, a seasonal drainage, traverses the property.
30. Surrounding Properties: Surrounding land uses consist of rural-density single-family dwellings and agriculture (north, south, east and west). Surrounding property sizes range from 4.6 acres to 172 acres.
31. Hazardous Excavations: The presence or absence of mine shafts, tunnels, air shafts or open hazardous excavations has not been confirmed.

Proposed Improvements

No improvements are proposed at this time. The proposed division is intended complete an estate partition action.

Military Installations & Airspace Considerations

The project site is not located within 1000' of a military installation, beneath a low-level flight path, or within special use airspaces.

REDUCED

VESTING
TENTATIVE PARCEL MAP No. 2873
for
VAIRA RANCH
AMADOR COUNTY, CALIFORNIA
FEBRUARY 2021

BEING A PORTION OF SECTIONS 26 & 27, T.7 N., R.10 E., M.D.M.

OWNERS & SUBDIVIDERS:

B. Jane By
747 E. Collins
1477 Broadway
Oakland, CA 94612
(415) 223-1441

PREPARED BY:

DELTA ENGINEERING, INC.
Richard D. Peters, P.E. REG. No. 28604
1477 Broadway
Oakland, CA 94612
(415) 223-1441

GENERAL NOTES:

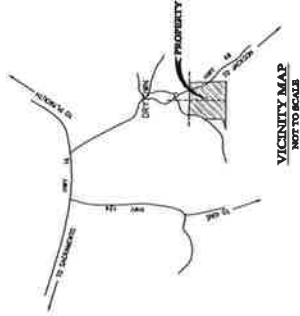
1. REED REFERENCE: NE 1/4, 2013-003189
2. MAP REFERENCES: N/A
3. ASSessor's PARCEL NUMBER: 008-210-009 & 008-220-008
4. TOTAL ACREAGE: 154.3 AC
5. EXISTING AND PROPOSED PARCELS: 3
6. EXISTING LAND USE: AGRICULTURAL & RURAL RESIDENTIAL
7. PROPOSED LAND USE: NO CHANGE
8. EXISTING ZONING: X
9. PROPOSED ZONING: NO CHANGE
10. EXISTING GENERAL PLAN DESIGNATION: AG
11. PROPOSED GENERAL PLAN DESIGNATION: NO CHANGE
12. WATER SUPPLY: PRIVATE WELLS
13. EXISTING AND PROPOSED UTILITY SYSTEMS
14. PROPOSED UTILITIES: NO CHANGE
15. POWER: PACIFIC GAS & ELECTRIC CO
16. TELEPHONE SERVICE: AMADOR COUNTY UNITED SCHOOLS DISTRICT
17. FIRE PROTECTION: AMADOR FIRE PROTECTION DISTRICT
18. FIRE PROTECTION: AMADOR FIRE PROTECTION DISTRICT
19. CONTOUR INTERVAL: 20 FEET BASED ON USGS 7.5 QUAD "AMADOR CITY"
20. BECAUSE OF THIS SUBDIVISION IS ESTATE PLANNING.
21. WITH CHAPTER 15.30 (FIRE AND SAFETY REGULATIONS). THIS PROPERTY IS SUBJECT TO 25' FRONT YARD BUILDING SETBACKS & 30' SIDE & REAR BUILDING SETBACKS.
22. BECAUSE OF THIS SUBDIVISION IS ESTATE PLANNING. THIS PROPERTY IS SUBJECT TO 25' FRONT YARD BUILDING SETBACKS & 30' SIDE & REAR BUILDING SETBACKS.

AGENTS CERTIFICATE:

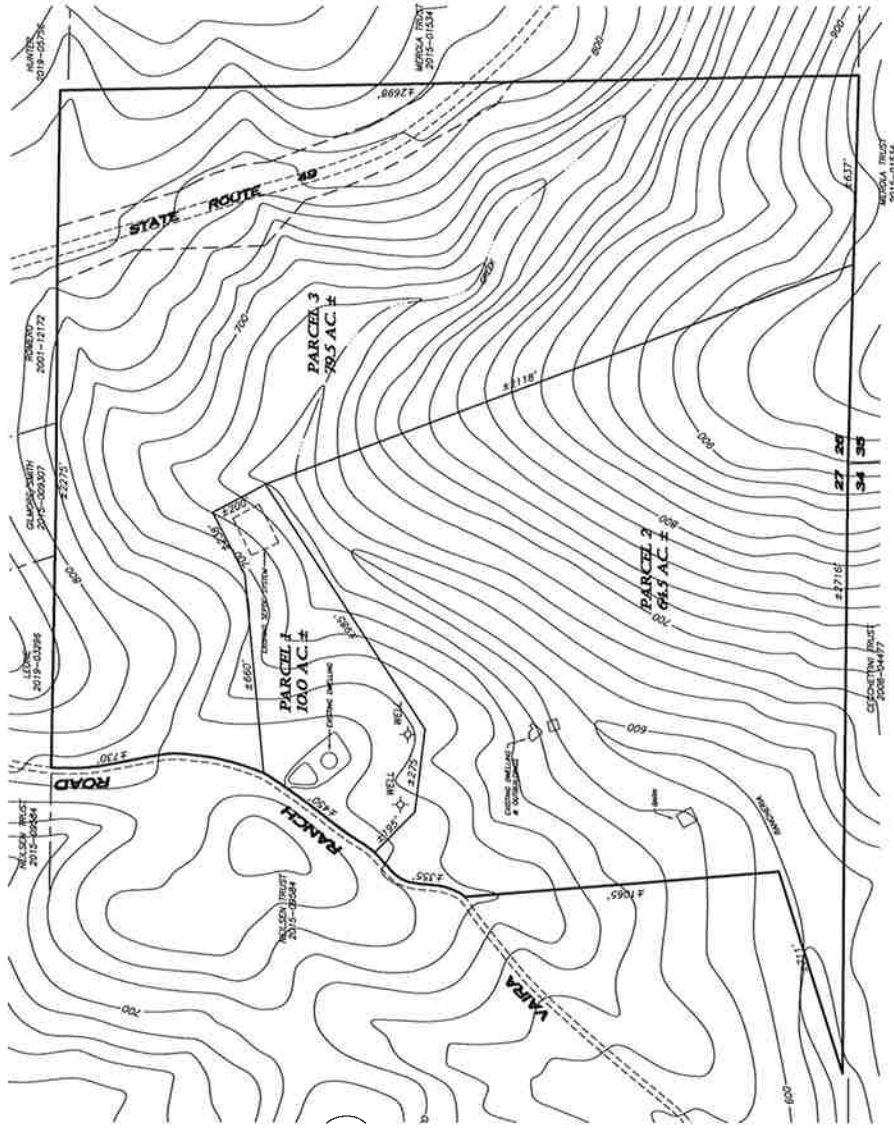
I AM THE AGENT FOR THE SUBMITTER, AND I HEREBY CERTIFY THAT THE SUBMITTER HAS COMPLIED WITH THE REQUIREMENTS OF TITLE 7 OF THE CALIFORNIA GOVERNMENT CODE, THE SUBDIVISION MAP ACT.

ROBIN D. PETERS, P.E.
REG. NO. 28604

DATE: _____



VICINITY MAP
NOT TO SCALE



DELTA ENGINEERING, INC.
ENGINEERING, LAND DEVELOPMENT
1477 Broadway
Oakland, CA 94612
(415) 223-1441



Order No. 42050ER

Western Land Title Company, Inc.

Issuing Agent for WESTCOR Land Title Insurance Company
34 Summit Street, Suite A
Jackson, CA 95642
Ph. 209-223-0482 Fax 209-223-0532

California Department of Insurance License No. 222

Date: December 29, 2020

Our Order No.: 42050ER

Reference: Ely, et al

Issued for the use of:

Burton & Swett
Attn: Thomas Swett

When Replying Please Contact:

Escrow Officer : Evelyn Ryan Email: evryan@westernlandtitle.com
Title Officer : Debbie Eliskovich Email: titleonly@westernlandtitle.com

PRELIMINARY REPORT

In response to the above referenced application for a Policy of Title Insurance, **WESTERN LAND TITLE COMPANY, INC.**, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein, hereinafter set forth insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the Office which issued this Report.

Please read the Exceptions shown or referred to below and the Exceptions and Exclusions set forth in Exhibit A of this Report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the Title Insurance Policy and should be carefully considered. It is important to note that this Preliminary Report is not a written representation as to the conditions of title and may not list all liens, defects and encumbrances affecting title to the land.

This Report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a Policy of Title Insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a Policy of Title Insurance, a Binder or Commitment should be requested.

By: deliskovich
Title Officer

Order No. 42050ER

Proposed Buyer/Borrower: N/A

Property Address: 15050 Vaira Ranch Road, Drytown, CA 95699, as to APN: 008-210-009-000
and Vacant Land, as to APN: 008-220-008-000

Effective Date: December 11, 2020 @ 7:30 a.m.

The form of Policy of Title Insurance contemplated by this Report is:

PARCEL MAP GUARANTEE

The estate or interest in the land described or referred or covered by this Report is:

A FEE

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

B. JEAN ELY, AS HER SEPARATE PROPERTY AS TO AN UNDIVIDED ONE-THIRD INTEREST; JUDY L. CHAFFEE, AS HER SEPARATE PROPERTY AS TO AN UNDIVIDED ONE-THIRD INTEREST; AND JANET M. BAWART, AS HER SEPARATE PROPERTY AS TO AN UNDIVIDED ONE-THIRD INTEREST AS TENANTS IN COMMON

The land referred to in this Report is situated in the County of Amador, State of California and is described as follows:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO

EXHIBIT "A"

All that real property situated in the State of California, County of Amador, described as follows:

All those certain lots, places or parcels of land situate, lying and being in the County of Amador, State of California, and bounded and particularly described as follows:

In accordance with the United States Government Official Survey and designated and known per legal subdivision as the West half of the Southwest quarter of Section Twenty-six and the East half of the Southeast quarter of Section Twenty-seven in Township Seven North, Range Ten East, of Mount Diablo Base and Meridian. And that certain piece of land situate in Section 27, in Township 7 North of Range 10 East, Mount Diablo Base and Meridian commencing at the Southwest corner of the East half of the Southeast quarter of said Section 27, thence West line the South line of said Section 27 to a point where a certain fence now used as a division fence intersects said South line, thence Northeasterly on the line of said fence to a point where said fence intersects the West line of the East half of the Southeast quarter of Section 27, thence South on said West line to the place of beginning.

EXCEPTING THEREFROM those portions of land granted to the State of California by Deeds recorded January 22, 1929 in Book 47 of Deeds, Page 183, February 23, 1929 in Book 47 of Deeds, Page 228, Amador County Records and January 4, 1988 in Book 532, Page 521, Amador County Official Records

TOGETHER WITH all that portion granted to Clarence I. Vaira, etux lying Easterly of that certain line as established in Boundary Line Agreement filed for record March 30, 1979 in Book 349< page 692, Amador County Official Records.

EXCEPTING THEREFROM all that portion granted to Joseph L. Vaira lying Westerly of that certain line as established in Boundary Line Agreement filed for record March 30, 1979 in Book 349< page 692, Amador County Official Records.

APN: 008-210-009-000 and 008-220-008-000

Order No. 42050ER

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said Policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2020-21, as follows:

Assessor's Parcel No.	:	008-220-009-000
Code Area	:	052-086
1 st Inst.	:	\$2,348.81 PAID
2 nd Inst.	:	\$2,348.81 OPEN
Land	:	\$95,681.00
Improvement Value	:	\$363,429.00
P.P Value	:	\$0
Exemption	:	\$0

The installments shown above include the following charges per installment:

a) County General	:	\$2,295.55
b) ACUSD 2002 Bond	:	\$32.14
c) AFPD Amador Fire Protection Dist.	:	\$21.12

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
3. Any right, title, claims, or other interest, and such rights as may be incidental thereto, whether or not shown by the public records to the waters of Rancheria Creek.
4. Right of way to build and maintain a ditch or flume 40 inches wide at bottom and 2-1/2 feet deep over a portion of said land, granted to F.L. Wilson and John M. Wilson, by instrument recorded April 30, 1895 in Book F of Agreements and Powers of Attorney, Page 143, Records of Amador County.
5. Agreement as follows,
Executed by
and Between : Antonio Vaira and Bunker Hill Con. Mining Co.
Upon the terms, covenants and conditions contained therein,
Dated : January 2, 1913
Recorded : February 5, 1914 in Book I of Agreements, Page 59
Amador County Records
6. The effect of a Deed dated March 8, 1928, executed by and between Theresa Garibaldi and Antone Vaira recorded March 14, 1928 in Book 46 of Deeds, page 452, Records of Amador County, wherein they established a common boundary line.
7. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the highway adjoining said property as contained in the Deeds to the State of California as follows:

Recorded	:	January 22, 1929 in Book 47 of Deeds, Page 183 and February 23, 1929 in Book 47 of Deeds, Page 228 Amador County Records
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Order No. 42050ER

8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument

Granted to : Pacific Telephone and Telegraph Company
For : pole lines and appurtenances and incidental rights thereto
Recorded : July 22, 1959 in Book 84, Page 405
Amador County Official Records

9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument

Granted to : Pacific Telephone and Telegraph Company
For : pole lines and appurtenances and incidental rights thereto
Recorded : January 10, 1977 in Book 300, Page 440
Amador County Official Records

10. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following instrument

Granted to : Pacific Gas and Electric Company and Pacific Telephone and Telegraph Company
For : pole lines and appurtenances and incidental rights thereto
Recorded : January 28, 1983 in Book 421, Page 557
Amador County Official Records

- 11.. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the highway adjoining said property as contained in the Deeds to the State of California as follows:

Recorded : January 4, 1988 in Book 532, Page 521
Amador County Official Records

12. Action as follows:

Plaintiff : Judy L. Chaffee
Defendant : Janet M. Bawart; B. Jean Ely; and DOES 1 through 25, inclusive
Court : Superior Court of the State of California, County of Amador
Case No. : 1-CV-11148
Commenced : July 17, 2019
Purpose : real property claim
As disclosed by or
Notice of Which Recorded : July 22, 2019 as Instrument No. 2019-0005127
Amador County Official Records
Attorney : Thomas M. Swett
Burton & Swett, P.C.
47 Main Street, Sutter Creek, CA 95685
For : Plaintiff

No examination of the case file has been made.

13. NOTE: Information in possession of this Company indicates the possibility of a division of land ownership. If such division is in fact contemplated, the transaction would appear to fall within the purview of the Subdivision Map Act (66410 et seq. Government Code)

As a prerequisite to the Company's participation in land division transactions, compliance with one of the following provisions of the Subdivision Map Act will be required:

- a. The recording of a subdivision map in compliance with statutes or related local ordinances; or
 - b. The recording of a parcel map in compliance with statutes or related local ordinances; or
 - c. The recording of a Certificate of Compliance, as provided by statute; or
 - d. The recording of a waiver as provided by Government Code Section 66428; or
 - e. Submission of other satisfactory evidence of compliance with or non-violation of the Act.
14. NOTE: The requirement that a copy of the tentative or preliminary map be furnished to this company for review.

INFORMATIONAL NOTES

The information herein set forth is supplemental to the Preliminary Report.

- A) According to the public records, there have been no Deed(s) conveying the property in this Report within twenty-four (24) months prior to the date of this Report, except as for:

NONE

- B) Property Address: 15050 Vaira Ranch Road, Drytown, CA 95699, as to APN: 008-210-009-000 and Vacant Land, as to APN: 008-220-008-000

- C) This property appears to be in an unincorporated area

- D) Taxes and assessments, general and special, for the fiscal year 2020-21, have been PAID, as follows:

Assessor's Parcel No.	:	008-220-008-000
Code Area	:	052-086
1 st Inst.	:	\$29.87
2 nd Inst.	:	\$29.87
Land	:	\$5,892.00
Improvement Value	:	\$0
P.P Value	:	\$0
Exemption	:	\$0

The installments shown above include the following charges per installment:

a) County General	:	\$29.46
b) ACUSD 2002 Bond	:	\$0.41

- E) The map attached, if any, may or may not be a survey of the land depicted hereon. This company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

- F) NOTE: RECORDING TIMES FOR AMADOR COUNTY ARE AS FOLLOWS:

9:00 A.M. AND 2:00 P.M.

****RECORDING TIMES MAY DIFFER WITH COVID CLOSURES TO THE COUNTY OFFICES ****

CUT OFF TIME TO RELEASE YOUR RECORDING IS 3:00 P.M. THE DAY PRIOR TO ANTICIPATED RECORDING.

SAME DAY RECORDINGS ARE ALLOWED ONLY UNDER CERTAIN CIRCUMSTANCES.

PLEASE ADVISE US IN ADVANCE OF YOUR PROPOSED RECORDINGS SO THAT WE MAY BEST ACCOMMODATE YOUR NEEDS.

Order No. 42050ER

NOTE: PLEASE BE ADVISED THAT OUR COUNTY RECORDER **WILL NOT** ACCEPT FAXED COPIES OF DOCUMENTS FOR RECORDING. ALL DOCUMENTS THAT ARE SENT TO US TO RECORD MUST BE ORIGINAL COPIES.

This Report is subject to a minimum cancellation charge of \$500.00, as required by Section 12404 of Insurance Code and Rule 2 of Department of Insurance Bulletin No. NS-35E.

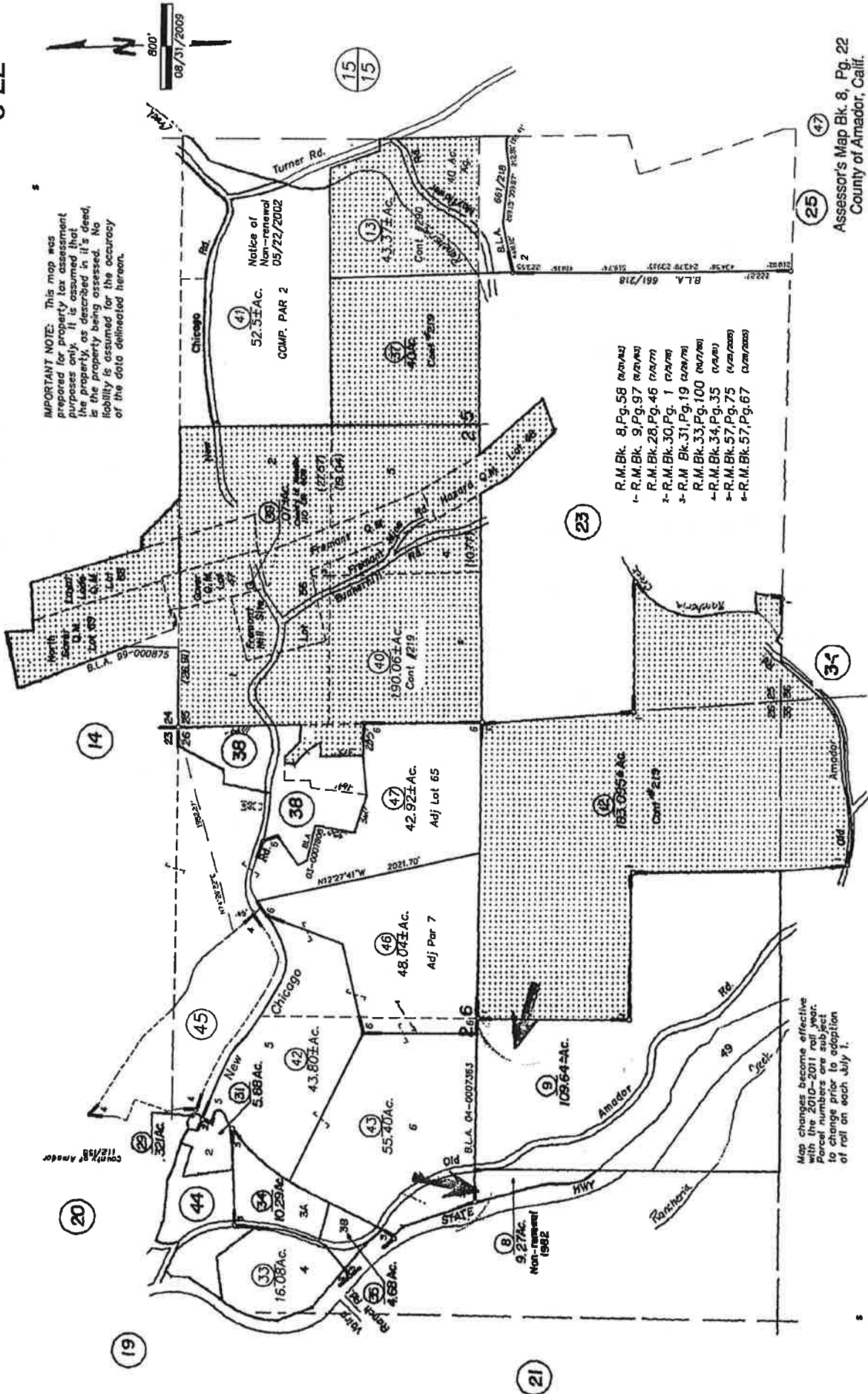
CALIFORNIA "GOOD FUNDS" LAW

Effective **January 1, 1990**, California Insurance Code Section 12413.1, (Chapter 598, Statutes of 1989), prohibits a Title Insurance Company, controlled Escrow Company, or Underwritten Title Company from disbursing funds, from an Escrow or Sub-escrow account, (**EXCEPT** for funds deposited by **WIRE TRANSFER, ELECTRONIC PAYMENT** or **CASH**) until the day these funds are made available to the depositor pursuant to Part 229 of Title 12 of the Code of Federal Regulations (Reg. CC). Items such as **CASHIER'S CERTIFIED** or **TELLER'S CHECKS** may be available for disbursement on the business day following the business day of deposit; however, other forms of deposit may cause extended delays in closing the escrow or sub-escrow.

POR. SEC'S. 23, 24, 25, 26, 35 & 36, T.7N., R10E., M.D.B. & M.

8-22

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 or the data delineated hereon.



Assessor's Map Bk. 8, Pg. 22
 County of Amador, Calif.

NOTICE

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.

NOTICE

In accordance with Sections 18805 and 26131 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either;

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the lesser of 10 percent of the amount required to be withheld or five hundred dollars (\$500.00)

However, notwithstanding any other provision included in the California Statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if;

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executed a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

WESTERN LAND TITLE COMPANY

Privacy Policy Notice

PURPOSE OF THE NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the policies and practices of **WESTERN LAND TITLE COMPANY**.

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from (our affiliates or) others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice; no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements;

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

CLTA PRELIMINARY REPORT FORM Exhibit A (06-05-14)

CLTA STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. 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.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

I For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. **Risk** Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered 7 or 8.
3. **coverage** Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid for the Insured Mortgage.
4. **value** Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. **or** Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection truth-in-lending law.
6. **laws,** Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records.

This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t]or [T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that 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) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning)
 - (i) the occupancy, use, or enjoyment of the Land;

- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

- (a) a fraudulent conveyance or fraudulent transfer; or
- (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- 1. (a) Taxes or assessments that 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) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of

such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning)
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

- value (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



Amador County Recorder
Kimberly L. Grady

DOC- 2013-0003199-00

REQD BY VAIRA

Wednesday, APR 10, 2013 10:36

Ttl Pd \$10.00

Nbr-0000238094

CT2/R1/1-2

RECORDING REQUESTED BY,
WHEN RECORDED MAIL TO,
AND MAIL TAX STATEMENTS TO
Janet M Bawart
7128 Shelton Lane
Vacaville, CA 95688

GRANT DEED

APN ~~008-210-007~~ and
~~008-220-008~~

The undersigned grantor declares there
is no documentary transfer tax Transfer is
a gift R&T 11930

aka: Janet Bawart

For no consideration, Janet M Bawart (formerly Janet M Permenter), as the
successor trustee of the Vaira Family Trust created November 5, 1992 under trust
agreement dated June 17, 1988, hereby transfers an undivided one-third interest in the
property to B Jean Ely, as her separate property, an undivided one-third interest in the
property to Judy L Chaffee, as her separate property, and the remaining undivided one-
third interest in the property to Janet M Bawart, as her separate property, all to be held by
the three grantees as tenants in common, in and to the real property located in the
unincorporated area of Amador County, State of California, the legal description of which
is attached as Exhibit "A" and incorporated herein by reference

Dated 4/4/13

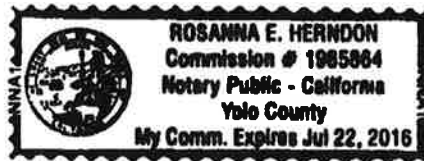
Janet M Bawart aka: Janet Bawart
Trustee of the Vaira Family Trust

State of California)
County of Yolo)

On 04-04-2013, before me, Rosanna E. Herndon, Notary Public
personally appeared Janet Bawart, 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

Notary Public Signature



Notary Public Seal

EXHIBIT "A"

The following real property situated in the County of AMADOR, State of CALIFORNIA:

APN: 08-021-0-009 &
08-022-0-008

All those certain lots, pieces or parcels of land situate, lying and being in the County of Amador, State of California, and bounded and particularly described as follows:

In accordance with the United States Government Official Survey and designated and known as per legal subdivision as the West half of the Southwest quarter of Section Twenty-six and the East half of the Southeast quarter of Section Twenty-seven in Township Seven North, Range Ten East, of Mount Diablo Base and Meridian and containing 160 acres of land, more or less. And that certain piece of land situate in Section 27, in Township 7 North of Range 10 East, Mount Diablo Base and Meridian commencing at the Southwest corner of the East half of the Southeast quarter of said Section 27, thence West on the South line of said Section 27 to a point where a certain fence now used as a division fence intersects said South line, thence northeasterly on the line of said fence to a point where said fence intersects the West line of the East half of the Southeast quarter of said Section 27, thence South on said West line to the place of beginning, containing about two acres of land, more or less.

END OF DOCUMENT



Amador County Recorder
Kimberly L. Grady
DOC- 2013-0003199-00

REQD BY VAIRA
Wednesday, APR 10, 2013 10:36
Ttl Pd \$10.00 Nbr-0000238094
CT2/R1/1-2

RECORDING REQUESTED BY,
WHEN RECORDED MAIL TO,
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7128 Shelton Lane
Vacaville, CA 95688

GRANT DEED


APN 008-210-009 and
008-220-008

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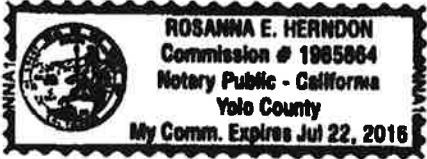

Janet M Bawart aka: Janet Bawart
Trustee of the Vaira Family Trust

State of California)
County of YOLO)

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personally appeared Janet Bawart, 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
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Witness my hand and official seal


Notary Public Signature



Notary Public Seal

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'END OF DOCUMENT'

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

20 December 2020

Dear Mr. Beatty,

At the request of Mr. Robin Peters of Cal State Engineering I visited the Vaira Ranch property (APNs 008-210-009 & 008-220-008) on Vaira Ranch Road with the intent of conducting an Oak Woodlands Assessment as required by the State of California under PRC 21083.4. The proposed project would subdivide the Ely/Chaffe/Bawart property into three parcels of 10 acres, 64.5 acres, and 79.5 acres. No new roads are currently planned to access the three parcels.

As you know, the State of California requires a project, as defined by CEQA, to assess the potential for impacts to native oak woodlands and, if necessary, take mitigating action. My responsibility, as a Registered Professional Forester, is to determine if the vegetative cover on the project area qualifies as native oak woodland (greater than 10% canopy cover of native oaks) and if so, to determine if the proposed project will likely have a significant impact upon that oak woodland.

My assessment of the Vaira Ranch property involved a comprehensive reconnaissance of the property to evaluate the vegetative cover and the potential effect of creating three parcels and if the forest cover qualifies as native oak woodland. I began my evaluation by inspecting the southern portion of the property south of Rancheria Creek where an existing road climbs the north-facing slope above the creek. This area is the most densely forested part of the property. Scattered oaks and smaller groups of oaks exist over the entire property, but the stand of oaks in the proposed parcels 2 and 3 is significant and representative of the diameters and crown sizes of the oaks on the Vaira Ranch property. There are a few other stands of oaks located in the north and eastern side of the property and also groups of 2-5 oak trees scattered over the property.

Though it seemed apparent from aerial photography that the property has sufficient oak canopy to qualify as oak woodland, I performed my due diligence and measured inventory plots, including noting diameters, crown diameters and species present within the largest oak stand of oaks and in two other smaller stands. I also estimated the acreage of the oak forest canopy using a planimeter to calculate the square inches of canopy cover and converted square inches to acres using a factor of 1 sq.in. = 0.92 acres.

The oak trees on the Vaira Ranch property vary in size from small diameter trees (6 inches DBH) to larger trees (20-22 inch DBH) with an average diameter of 15 inches. Canopy diameters vary from 20 feet to 50 feet with an average of 36 feet. The basal area stocking level of the largest oak stand is approximately 76 square feet per acre and the number of trees per acre in that stand is approximately 58 trees per acre.

My estimate of the total area covered with oak canopy is 50 acres. Dividing the total acreage of 154 acres by 50 acres results in an estimated oak canopy coverage of 32.5%. Section 360 of the Fish & Game Code defines native oak woodland as lands having at least 10% of the surface area covered with native oak canopy, excluding commercial species controlled by the Forest Practice Rules. The stocking level and canopy coverage of native oaks that exist on the Vaira Ranch property definitely exceeds the 10% canopy coverage criteria and results in the property having a classification of native oak woodland.

Since the native oak stocking level qualifies the property as oak woodland, the PRC requires an evaluation of the proposed project in terms of its potential for causing an impact on the oak woodland.

My assessment of this question took into account the level of native oak stocking in relation to the location of potential building sites, the topography of the land and the feasibility of road construction for the two new

proposed parcels. Vaira Ranch Road and the existing road that crosses Rancheria Creek are adequate to access the two proposed parcels, so no impacts to oak woodland are anticipated due to road construction. There are at least two potential building sites on each of the two proposed parcels and the removal of oak trees to facilitate residential construction is not likely to result in a significant reduction of the oak woodland.

Given the minor amount of likely construction that might take place in the future and the plan to maintain the property in agricultural production, I feel that the potential for impact to native oak woodlands as a result of this proposed project to be insignificant.

If you have any questions regarding this report, please feel free to call me.

Sincerely,



Steve Q. Cannon
Registered Professional Forester #2316

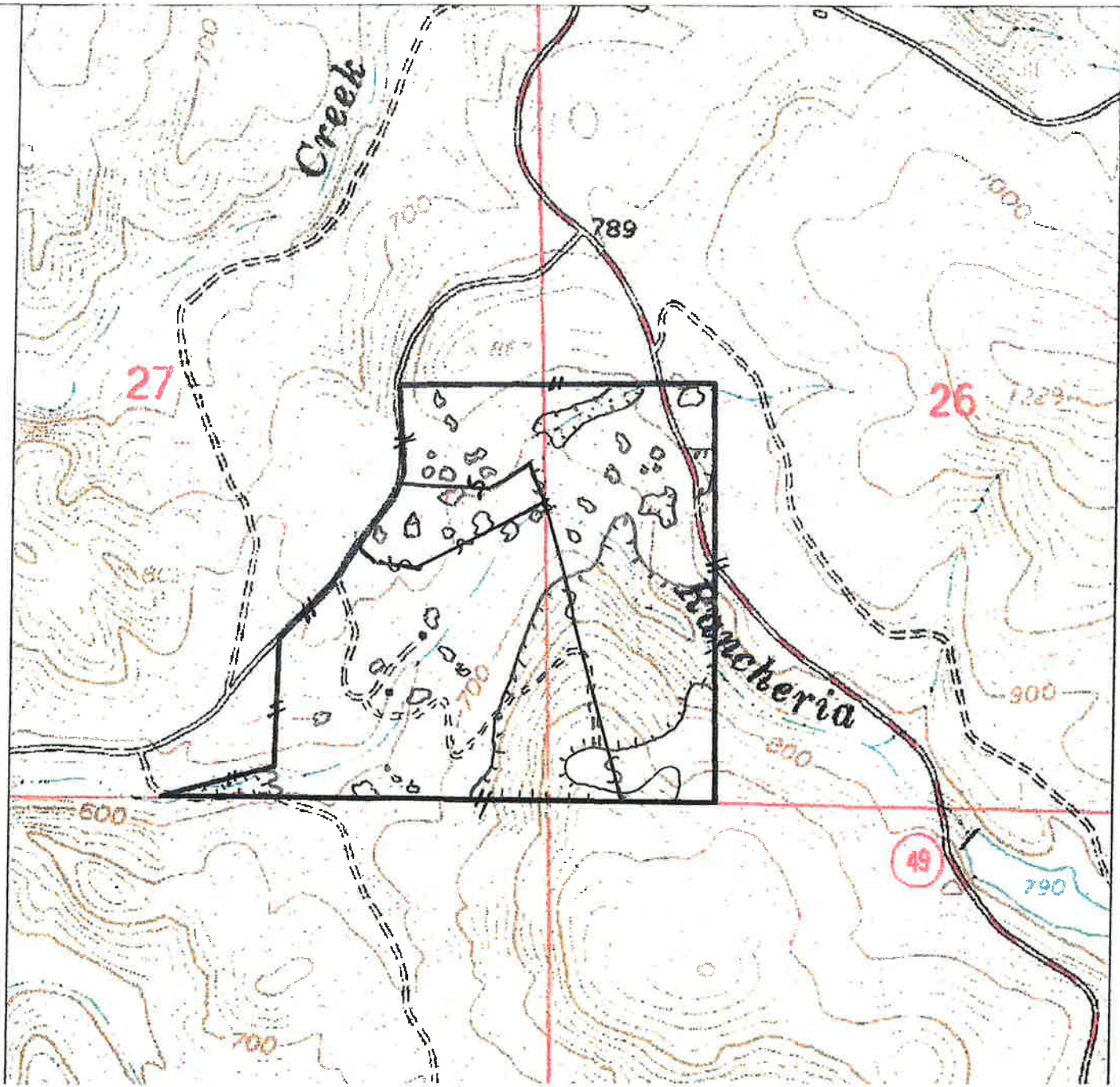
attachment

Vaira Ranch Oak Woodland Assessment

Township 7 North, Range 10 East, Sec. 26 & 27, MDB&M

Amador City 7.5' Quadrangle

Amador County



Vaira Ranch Boundary

Proposed Parcel Boundary



Oak Woodland Area

Individual/small groups of oak

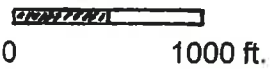


Existing Road

Existing structure



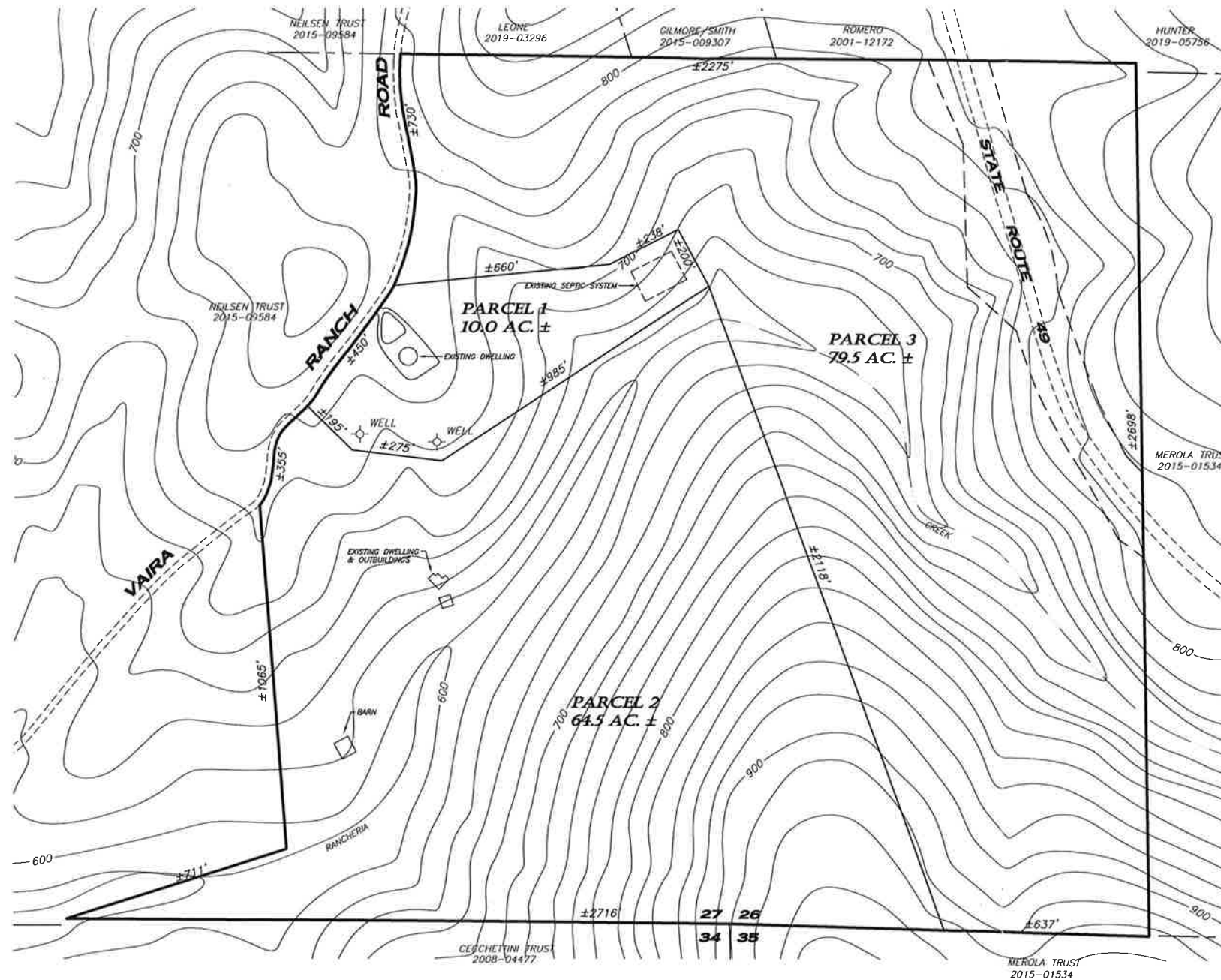
Scale



REDUCED



1" = 200'
C.I. = 20'



VESTING
TENTATIVE PARCEL MAP No. 2873
for
VAIRA RANCH

BEING A PORTION OF SECTIONS 26 & 27, T.7 N., R.10 E., M.D.M.
AMADOR COUNTY, CALIFORNIA
FEBRUARY 2021

OWNERS & SUBDIVIDERS:

B. Jean Ely
Judy L. Chaffee
Janet M. Bawart
c/o Cal State Engineering, Inc.
427 Broadway
Jackson, CA 95642
(209) 223-1441

PREPARED BY:

DELTA ENGINEERING, INC.
Robin D. Peters, P.E. RCE No. 58604
33 Main Street
Jackson, CA 95642
(209) 223-1441

GENERAL NOTES

- DEED REFERENCE: INS. NO. 2013-003199
- MAP REFERENCES: N/A
- ASSESSOR'S PARCEL NUMBER: 008-210-009 & 008-220-008
- TOTAL ACREAGE: 154± AC.
- TOTAL NUMBER OF PROPOSED PARCELS: 3
- EXISTING LAND USE: AGRICULTURAL & RURAL RESIDENTIAL
- PROPOSED LAND USE: NO CHANGE
- EXISTING ZONING: X
- PROPOSED ZONING: NO CHANGE
- EXISTING GENERAL PLAN DESIGNATION: AG
- PROPOSED GENERAL PLAN DESIGNATION: NO CHANGE
- WATER SUPPLY: PRIVATE WELLS
- SEWAGE DISPOSAL: ON-SITE SEPTIC SYSTEMS
- PROPOSED UTILITIES: NO CHANGE
- POWER: PACIFIC GAS & ELECTRIC CO.
- TELEPHONE SERVICE: A.T. & T.
- SCHOOL DISTRICT: AMADOR COUNTY UNIFIED SCHOOL DISTRICT
- FIRE PROTECTION: AMADOR FIRE PROTECTION DISTRICT
- CONTOUR INTERVAL: 20 FEET BASED ON USGS 7.5' QUAD "AMADOR CITY"
- THE PURPOSE OF THIS SUBDIVISION IS ESTATE PLANNING.
- BUILDING SETBACKS ARE TO COMPLY WITH COUNTY ZONING CHAPTER 19.44 AND WITH CHAPTER 15.30 (FIRE AND SAFETY REGULATIONS). THIS PROPERTY IS SUBJECT TO 25' FRONT YARD BUILDING SETBACKS & 30' SIDE & REAR BUILDING SETBACKS.
- THIS PROPERTY IS NOT WITHIN 1000 FEET OF A MILITARY INSTALLATION, BENEATH A LOW LEVEL FLIGHT PATH OR WITHIN SPECIAL AIRSPACE AS DEFINED IN SECTION 21098 OF THE PUBLIC RESOURCE CODE AND IS NOT WITHIN AN URBANIZED AREA AS DEFINED IN SECTION 65944.

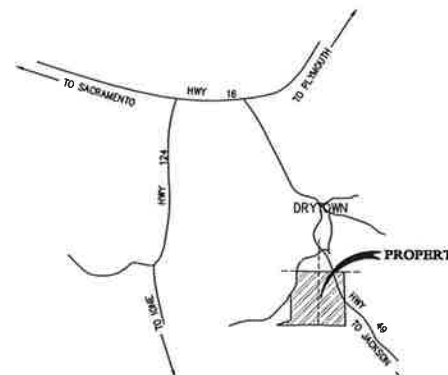
AGENT'S CERTIFICATE:

I AM THE AGENT FOR THE SUBDIVIDERS, WHO CONSENT TO THE FILING OF THIS PARCEL MAP APPLICATION IN COMPLIANCE WITH THE REQUIREMENTS OF TITLE 7, DIVISION 2 OF THE CALIFORNIA GOVERNMENT CODE, THE SUBDIVISION MAP ACT.



ROBIN D. PETERS, P.E.
RCE No. 58604

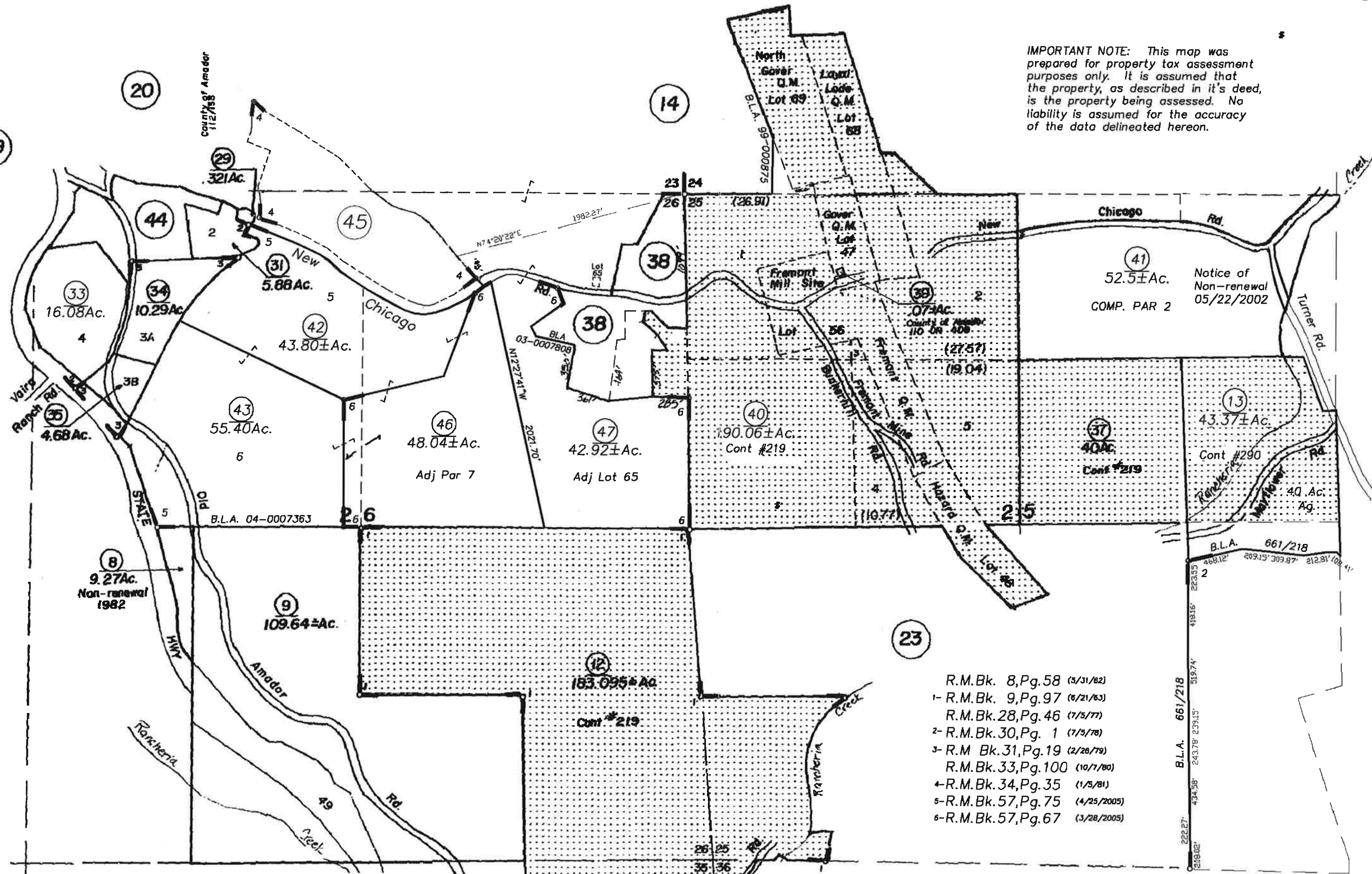
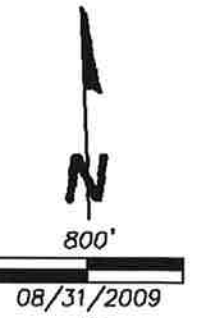
DATE:



VICINITY MAP
NOT TO SCALE

DELTA ENGINEERING, INC.
ENGINEERING LAND DEVELOPMENT
PLANNING ENVIRONMENTAL PERMITTING
33 MAIN STREET JACKSON, CA 95642
209-223-1441 INFO@DELTAENGINEERINGINC.COM

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.



19

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14

21

15
15

23

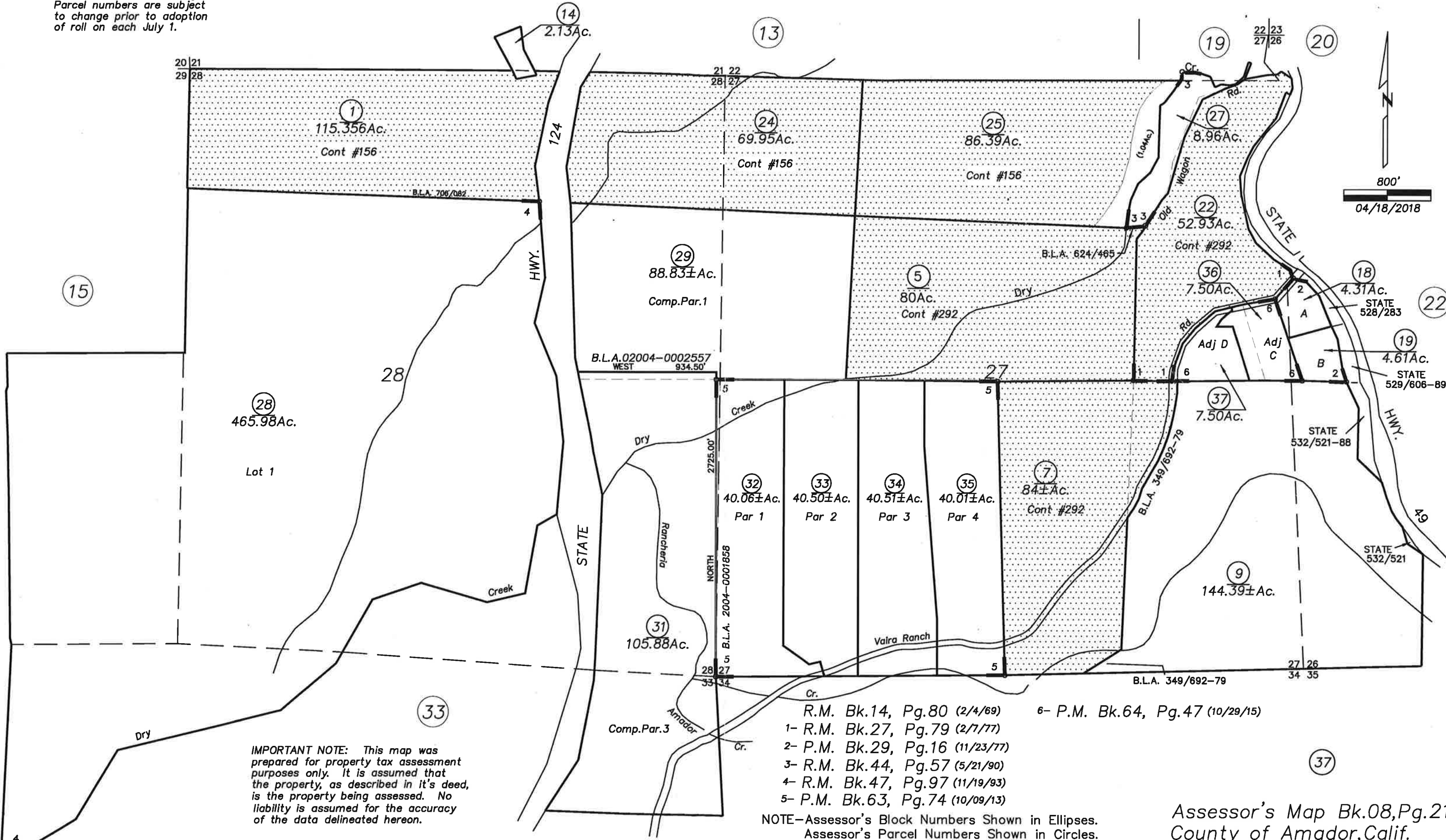
25

47

- R.M.Bk. 8, Pg. 58 (5/31/82)
- 1- R.M.Bk. 9, Pg. 97 (8/21/83)
- R.M.Bk. 28, Pg. 46 (7/5/77)
- 2- R.M.Bk. 30, Pg. 1 (7/5/78)
- 3- R.M. Bk. 31, Pg. 19 (2/26/79)
- R.M.Bk. 33, Pg. 100 (10/7/80)
- 4- R.M.Bk. 34, Pg. 35 (1/5/81)
- 5- R.M.Bk. 57, Pg. 75 (4/25/2005)
- 6- R.M.Bk. 57, Pg. 67 (3/28/2005)

Map changes become effective with the 2010-2011 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

Map changes become effective with the 2014-2015 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.



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

- R.M. Bk.14, Pg.80 (2/4/69)
 - 1- R.M. Bk.27, Pg.79 (2/7/77)
 - 2- P.M. Bk.29, Pg.16 (11/23/77)
 - 3- R.M. Bk.44, Pg.57 (5/21/90)
 - 4- R.M. Bk.47, Pg.97 (11/19/93)
 - 5- P.M. Bk.63, Pg.74 (10/09/13)
 - 6- P.M. Bk.64, Pg.47 (10/29/15)
- NOTE-Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk.08, Pg.21
County of Amador, Calif.

OFFICIAL RECEIPT
 COUNTY OF AMADOR
 Jackson, California

Date February 17 2021

RECEIVED FROM Cal state Engineering, Inc.

ADDRESS 427 Broadway Jackson, CA 95642

Five-Thousand, One-Hundred Sixty-Nine and $\frac{00}{100}$ DOLLARS (\$ 5169.00)

For Tentative Parcel Map No. 2873 (Tentative PM App. (\$4,423.00),

Cega Initial Study (\$696.00), Admin Fee (\$50.00)

APNs: 008-210-009 + 008-220-008

ACCOUNT			How Paid ✓	
Amount Due	\$5,169	.00	Cash	-
Amount Paid	\$5,169	.00	Check	16936
			Money Order	

By Planning Department
Hustak Ruesel Deputy

№ 91738

OFFICIAL RECEIPT

COUNTY OF AMADOR
Jackson, California

Date 2-17-21 20.....

RECEIVED FROM Cal State Engineering, Inc.

ADDRESS 427 Broadway Jackson, CA 95842

One Hundred Eighty six Dollars and no/100 DOLLARS (\$ 186.⁰⁰)

For TAC Plan Renew - Fire Perentim (2hr10 min)

TPN: 2973 Vaira Ranch AFD (008-210-009 + 008-220-008)
ck # 16938

ACCOUNT		How Paid ✓	
Amount Due	<u>186</u> —	Cash	
Amount Paid	<u>186</u> —	Check	✓
	<u>0</u>	Money Order	

AFD Department
By Nicole Cook Deputy

№ 91395

INVOICE - FIRST NOTICE

TO: Cal State Engineering
 427 Broadway
 Jackson, CA 95642

Invoice ID IN0029311	Date 2/17/2021
Receipt # AB0128270	

ATTN:
 RE: Cal State Engineering

Date	Program/ Element	Description	Comments	Amount
12/17/21	2603	2603 HOURLY RATE--LAND DEVELOPMENT PROGRAM	PM2873/008210009 008220008	\$ 960.00
12/17/21	9999	9999 Payment		\$ -960.00
Total Due for This Invoice:				\$ 0.00

1-30 Days	31-60 Days	61-90 Days	91-120 Days	121+ Plus	Account Amount Due
\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00



Planning Department <planning@amadorgov.org>

15050 Vaira Ranch Rd Project (APNs:008-210-008, 008-210-009)

Anna Cheng <acheng@auburnrancheria.com>
To: "planning@amadorgov.org" <planning@amadorgov.org>
Cc: Anna Starkey <astarkey@auburnrancheria.com>

Fri, Mar 5, 2021 at 1:14 PM

Dear Ms. Ruesel,

On behalf of the United Auburn Indian Community, thank you for the notification and opportunity to consult for the above referenced project. We have reviewed the project location and determined that it falls outside of the UAIC's consultation area. Therefore, we will not be commenting on the project. We recommend reaching out to other surrounding Rancherias. Attached below is map of Indian Lands from the Department of the Interior – Indian Affairs for your reference.

Best,

Anna Cheng



Anna Cheng
Tribal Historic Preservation Department | UAIC
10720 Indian Hill Road
Auburn, CA 95603
acheng@auburnrancheria.com | www.auburnrancheria.com

Nothing in this e-mail is intended to constitute an electronic signature for purposes of the Electronic Signatures in Global and National Commerce Act (E-Sign Act), 15, U.S.C. §§ 7001 to 7006 or the Uniform Electronic Transactions Act of any state or the federal government unless a specific statement to the contrary is included in this e-mail.

Map of Indian Lands in the United States.pdf
3769K



Federally Recognized Tribal Entity *	ID
Adzevian Tribe of Indians of Oklahoma	1
Adzevian Tribe of Oklahoma	2
Adzevian Tribe of Oklahoma	3
Adzevian Tribe of Oklahoma	4
Adzevian Tribe of Oklahoma	5
Adzevian Tribe of Oklahoma	6
Adzevian Tribe of Oklahoma	7
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Adzevian Tribe of Oklahoma	50
Adzevian Tribe of Oklahoma	51
Adzevian Tribe of Oklahoma	52
Adzevian Tribe of Oklahoma	53
Adzevian Tribe of Oklahoma	54
Adzevian Tribe of Oklahoma	55



PROJECTION INFORMATION:
 All data except the Alaska Inset are projected to:
 Lambert Azimuthal Equal Area
 Longitude of projection center: 100° West (150° West)
 Latitude of projection center: 45° North
 False easting and northing: 0.0

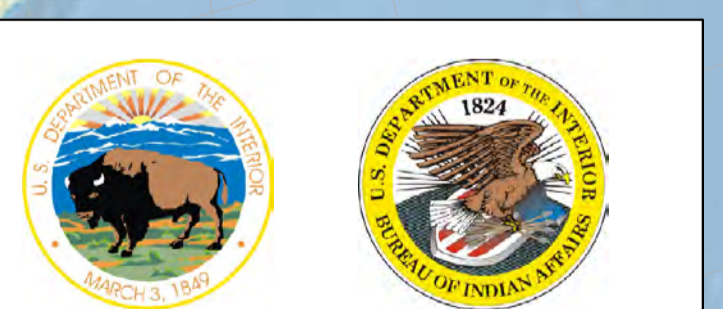
DATA SOURCES:
 1:10M Satellite-derived land cover data and shaded relief with ocean bottom data from NaturalEarthData.com 2015.
 American Indian Reservation data last updated in 2005 from US Census data and USGS 1:24,000 topographic maps.
 *ESRI Data and Maps™ 2008
 Oklahoma Tribal Statistical Area: Census Bureau (TIGER) data, Eastern Regional Office Natural Resources Department.
 Scale of 1:4,250,000 valid only when the map page is 32" X 47"

USE CONSTRAINTS AND REFERENCES:
 Updates to Federally Recognized Tribal Land Boundary Data are subject to update by the BIA on a continuous basis, the data presented is the most current available as of the date of this map. This map and related information are prepared strictly for illustrative and reference purposes only and should not be used, and is not intended for survey, engineering or navigation purposes. Any use of trade or product names is for descriptive or required credit acknowledgement only and does not imply endorsement by the United States Government.

ACKNOWLEDGEMENTS:
 Trust Services:
 Division of Water and Power,
 Division of Land Titles and Records,
 Branch of Geospatial Support
 BIA Regional and Land Titles and Records Offices

Indian Lands of Federally Recognized Tribes of the United States

Scale 1:4,250,000



BUREAU OF INDIAN AFFAIRS
 DEPARTMENT OF THE INTERIOR
 OFFICE OF TRUST SERVICES
 JUNE 2016

- Legend**
- Federally Recognized Tribal Entity *
 - Alaska Native Village
 - Public Domain Allotment
 - City
 - American Indian Reservation
 - Oklahoma Tribal Statistical Area
 - Trust or Restricted Fee
 - Lake
 - Swamp
 - River
 - Interstate
- * Does not have land held in trust or restricted fee status



Planning Department <planning@amadorgov.org>

Request for additional information Vaira TPM 2873

3 messages

Michelle Opalenik <mopalenik@amadorgov.org>
To: Robin Peters <rpeters@calstateengineering.com>
Cc: Planning Department <planning@amadorgov.org>

Mon, Mar 8, 2021 at 5:29 PM

Please see attached. Thank you!

--

Michelle Opalenik

Michelle Opalenik, Director
Amador County Environmental Health Department
810 Court Street
Jackson, CA 95642
(209) 223-6439
(209) 223-6536 (Direct)



Signed Memo to Delta 3_8_2021.pdf
66K

Amador County Planning Department <planning@amadorgov.org>
To: Michelle Opalenik <mopalenik@amadorgov.org>

Tue, Mar 9, 2021 at 8:55 AM

Received, thank you. I will add this to the project record. Have you already forwarded this to the project applicant?

-Krista

Amador County Planning Department
810 Court Street
Jackson, CA 95642
(209) 223-6380
planning@amadorgov.org

[Quoted text hidden]

Michelle Opalenik <mopalenik@amadorgov.org>
To: Amador County Planning Department <planning@amadorgov.org>

Tue, Mar 9, 2021 at 8:57 AM

Applicant rep Robin Peters called and said he would provide answers hopefully today.

Michelle

[Quoted text hidden]



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
ENVIRONMENTAL HEALTH DEPARTMENT

PHONE: (209) 223-6439
FAX: (209) 223-6228
WEBSITE: www.co.amador.ca.us
EMAIL: ACEH@amadorgov.org

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

MEMORANDUM

To: Robin Peters, PE, Delta Engineering
Project Representative

From: Michelle Opalenik 
Amador County Environmental Health Department

cc: Amador County Planning Department

Date: March 8, 2021

Re: **Vaira Tentative Parcel Map No. 2873**

In preparation for the March 11, 2021 meeting of the Technical Advisory Committee, the Environmental Health Department is seeking some clarification on the existing and intended water sources and on-site sewage disposal systems for the three proposed parcels.

Proposed Parcel 1

Does the area labelled "septic system" on the Tentative Parcel Map indicate the location of the pressure-dosed onsite wastewater system installed under permit #11423 in 2008? Does this system currently serve the structure marked "existing dwelling" on proposed Parcel 1?

Two wells are noted within the boundary of proposed Parcel 1. Are these the two wells constructed in 2006? (Permit #3626 and Permit #3657?) Are these wells only to serve the dwelling on proposed Parcel 1?

Proposed Parcel 2

An "existing dwelling" is depicted on the Tentative Parcel Map. What is known about the sewage disposal system for this dwelling? What is currently the water source for this dwelling? There are two "spring fed" steel water storage tanks located within the project boundary. Is the spring located on proposed Parcel 2? Is it intended for human consumption? Please add the spring and tanks to the map.

Proposed Parcel 3

Is the Department correct in understanding that Proposed Parcel 3 is entirely undeveloped?

Thank you for assisting with this Department's review of the project.



MEMORANDUM

March 9, 2021

To: Michelle Opalenik
Amador County Environmental Health Department

From: Robin D. Peters, P.E.
Delta Engineering, Inc.

Cc: Amador County Planning Department

Re: Vaira Ranch Vesting Tentative Parcel Map 2873

Attachments: Revision 1 of VTPM

Michelle -

Thank you for your memorandum of March 8. I offer the following information that should answer your questions. In addition, we've added the spring and storage tanks on Parcel 2 to the map, and attach the revised map for your inspection.

Proposed Parcel 1

The septic system shown on Parcel 1 currently serves the existing dwelling on Parcel 1. This is a pressure dosed system designed in late-2006 and installed soon thereafter. The two wells noted within the boundary of proposed Parcel 1 were constructed in 2006. These wells serve only the existing dwelling on Parcel 1.

Proposed Parcel 2

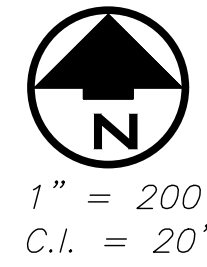
The existing dwelling on proposed Parcel 2 is very old, and one of the property owners reports that nothing is known about the sewage disposal system serving the dwelling. The water source for this dwelling is a spring which fills two water storage tanks just above the dwelling. The spring and storage tanks deliver potable water to the existing dwelling on proposed Parcel 2; they have both been added to the tentative map.

Proposed Parcel 3

Proposed Parcel 3 is entirely undeveloped.

Please circle back with any other questions or comments.

Robin



VESTING TENTATIVE PARCEL MAP No. 2873 for VAIRA RANCH

BEING A PORTION OF SECTIONS 26 & 27, T.7 N., R.10 E., M.D.M.
AMADOR COUNTY, CALIFORNIA
REVISED MARCH 9, 2021

OWNERS & SUBDIVIDERS:

B. Jean Ely
Judy L. Chaffee
Janet M. Bawart
c/o Cal State Engineering, Inc.
427 Broadway
Jackson, CA 95642
(209) 223-1441

PREPARED BY:

DELTA ENGINEERING, INC.
Robin D. Peters, P.E. RCE No. 58604
33 Main Street
Jackson, CA 95642
(209) 223-1441

GENERAL NOTES

1. DEED REFERENCE: INS. NO. 2013-003199
2. MAP REFERENCES: N/A
3. ASSESSOR'S PARCEL NUMBER: 008-210-009 & 008-220-008
4. TOTAL ACREAGE: 154± AC.
5. TOTAL NUMBER OF PROPOSED PARCELS: 3
6. EXISTING LAND USE: AGRICULTURAL & RURAL RESIDENTIAL
7. PROPOSED LAND USE: NO CHANGE
8. EXISTING ZONING: X
9. PROPOSED ZONING: NO CHANGE
10. EXISTING GENERAL PLAN DESIGNATION: AG
11. PROPOSED GENERAL PLAN DESIGNATION: NO CHANGE
12. WATER SUPPLY: PRIVATE WELLS
13. SEWAGE DISPOSAL: ON-SITE SEPTIC SYSTEMS
14. PROPOSED UTILITIES: NO CHANGE
15. POWER: PACIFIC GAS & ELECTRIC CO.
16. TELEPHONE SERVICE: A.T. & T.
17. SCHOOL DISTRICT: AMADOR COUNTY UNIFIED SCHOOL DISTRICT
18. FIRE PROTECTION: AMADOR FIRE PROTECTION DISTRICT
19. CONTOUR INTERVAL: 20 FEET BASED ON USGS 7.5' QUAD "AMADOR CITY"
20. THE PURPOSE OF THIS SUBDIVISION IS ESTATE PLANNING.
21. BUILDING SETBACKS ARE TO COMPLY WITH COUNTY ZONING CHAPTER 19.44 AND WITH CHAPTER 15.30 (FIRE AND SAFETY REGULATIONS). THIS PROPERTY IS SUBJECT TO 25' FRONT YARD BUILDING SETBACKS & 30' SIDE & REAR BUILDING SETBACKS.
22. THIS PROPERTY IS NOT WITHIN 1000 FEET OF A MILITARY INSTALLATION, BENEATH A LOW LEVEL FLIGHT PATH OR WITHIN SPECIAL AIRSPACE AS DEFINED IN SECTION 21098 OF THE PUBLIC RESOURCE CODE AND IS NOT WITHIN AN URBANIZED AREA AS DEFINED IN SECTION 65944.

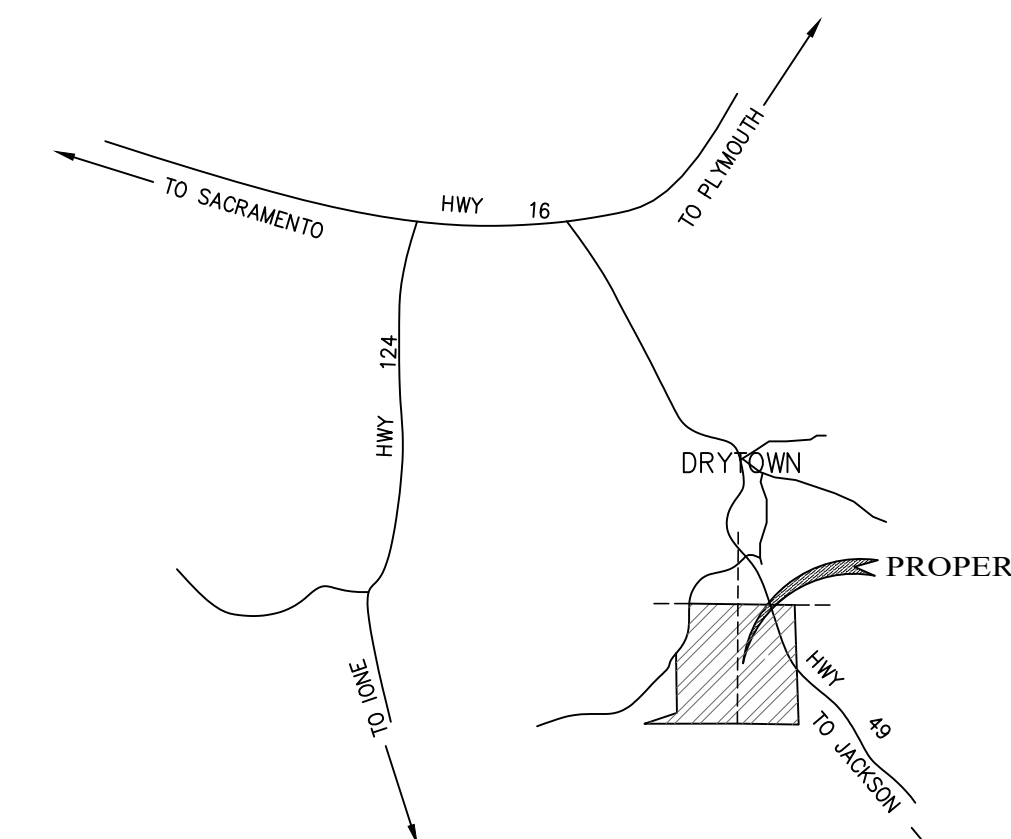
AGENT'S CERTIFICATE:

I AM THE AGENT FOR THE SUBDIVIDERS, WHO CONSENT TO THE FILING OF THIS PARCEL MAP APPLICATION IN COMPLIANCE WITH THE REQUIREMENTS OF TITLE 7 DIVISION 2 OF THE CALIFORNIA GOVERNMENT CODE, THE SUBDIVISION MAP ACT.

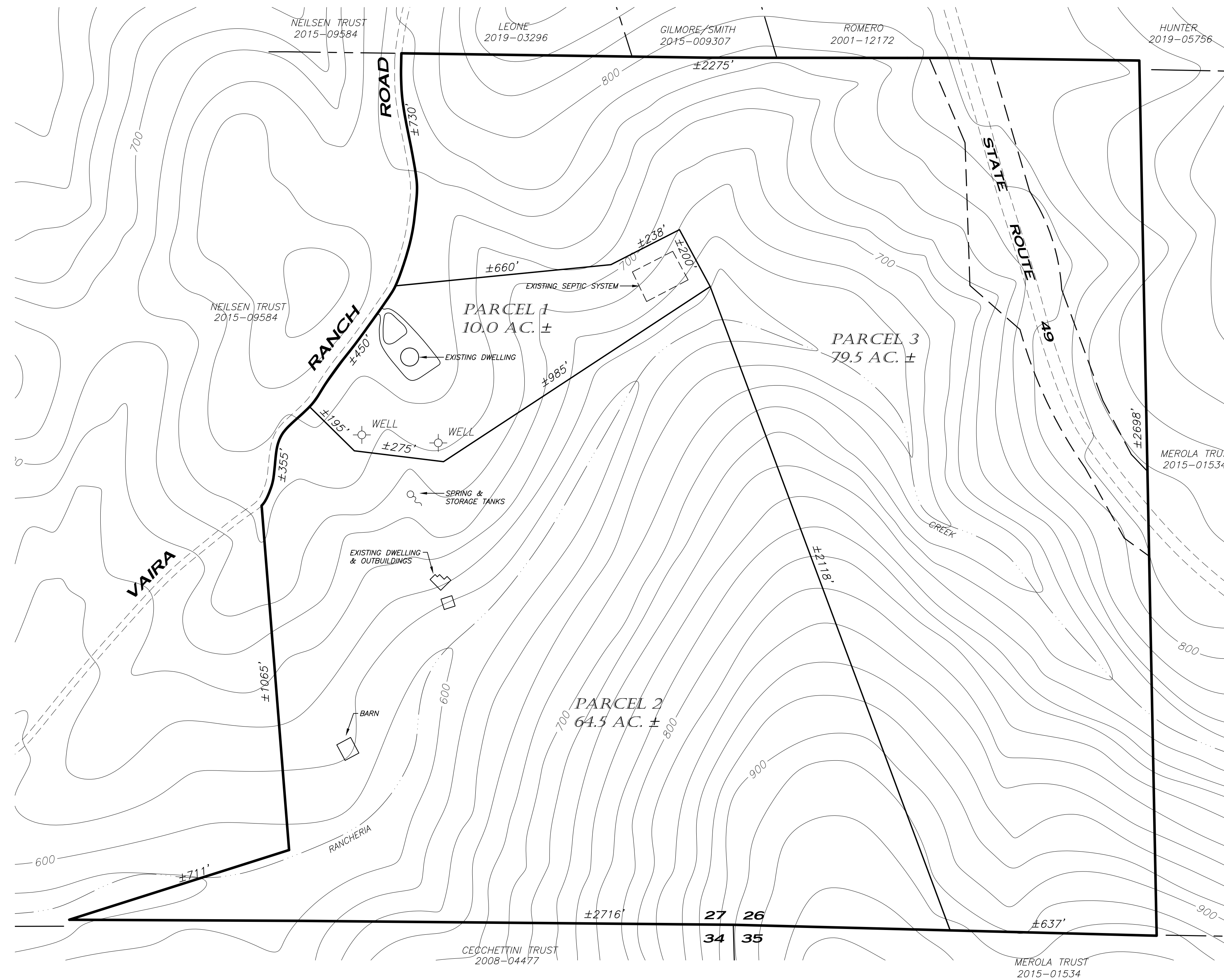


ROBIN D. PETERS, P.E.
RCE No. 58604

DATE:



VICINITY MAP
NOT TO SCALE



VAIRA RANCH VPM - AMADOR CO. #200023

DELTA ENGINEERING, INC.
ENGINEERING LAND DEVELOPMENT
PLANNING ENVIRONMENTAL PERMITTING
33 MAIN STREET JACKSON, CA 95642
209-223-1441 INFO@DELTAENGINEERING.COM



Krista Ruesel <kruesel@amadorgov.org>

AMA, SR 49, PM 12.64, Vesting Tentative Parcel Map No. 2873

2 messages

Bauldry, Paul@DOT <paul.bauldry@dot.ca.gov>
To: Krista Ruesel <kruesel@amadorgov.org>
Cc: "Ponce, Gregoria@DOT" <gregoria.ponce@dot.ca.gov>

Mon, Mar 8, 2021 at 7:39 PM

Ms. Ruesel,

Subject: AMA, SR 49, PM 12.64, Vesting Tentative Parcel Map No. 2873 - Vaira Ranch Road

The California Department of Transportation (Caltrans) appreciates the opportunity to review and comment on Vaira Ranch—Vesting Tentative Parcel Map No. 2873. The applicant is proposing the division of one parcel of 154-acres into three (3) parcels: 10-acres, 64-acres, and 79.5-acres total. The proposed use of the parcels is residential, and all parcels will retain the existing Special Use District (X) zoning, and General Agriculture General Plan (AG) Designation. The project is located at [15050 Vaira Ranch Road, Drytown, CA](#). (Assessor Parcel Number 008-210-009; 008-220-008). Access to State Route (SR) 49 is located 2500 feet northeast of Vaira Ranch Road and SR49 intersection.

Caltrans, at this time, has No Comments based on the project description, and if any new development is proposed in the future to please keep Caltrans informed.

Lastly, if any project construction activities encroach into Caltrans right-of-way (ROW), the project proponent must submit an application for an encroachment permit to the Caltrans District 10 Encroachment Permit Office. Appropriate California Environmental Quality Act (CEQA) studies must be submitted with the application. These studies will include an analysis of potential impacts to any cultural sites, biological resources, hazardous waste locations, and/or other resources within Caltrans ROW at the project site(s). For more information, please visit the Caltrans Website at <https://dot.ca.gov/programs/traffic-operations/ep/applications>.

If you have any questions please contact me at Paul.Bauldry@dot.ca.gov or (209) 670-9488.

Kind regards,

Paul Bauldry

Caltrans District 10

Office of Rural Planning

Division of Planning, Local Assistance, and Environmental

1976 E. Dr. Martin Luther King Jr Blvd.

[Stockton CA 95205](#)

Telework: 209.670.9488

Krista Ruesel <kruesel@amadorgov.org>
To: "Bauldry, Paul@DOT" <paul.bauldry@dot.ca.gov>

Tue, Mar 9, 2021 at 1:53 PM

Received, thank you. Your comments will be added to the project record.

Take care,

Krista Ruesel
Planner|Amador County Planning Department
(209)223-6803|kruesel@amadorgov.org

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