



**COUNTY OF PLACER**  
**Community Development Resource Agency**

**ENGINEERING  
&  
SURVEYING**

Michael Johnson, Agency Director

Wes Zicker  
Director of Engineering & Surveying

**MEMORANDUM**

**TO:** Honorable Board of Supervisors  
**FROM:** Wes Zicker, Director *WZ*  
Department of Engineering and Surveying, Community Development Resource Agency  
**DATE:** December 13, 2011  
**SUBJECT:** MARTIS CAMP (aka SILLER RANCH) UNIT 7A, TRACT # 988, PN 8551

**ACTION REQUESTED / RECOMMENDATION**

This department has inspected construction of all improvements within the "Martis Camp Unit 7A" project and found the work to be in accordance with approved standards. Therefore, it is requested that the Board take the following Actions:

1. Accept the improvements as complete.
2. Authorize the amount of security for Faithful Performance and Labor and Materials to be reduced to amounts consistent with the attached Exhibit "B", Second Amendment to Subdivision Improvement Agreement, approved on August 26, 2011.
  - a) Faithful Performance – an amount consistent with the attached Exhibit "B".
  - b) Labor and Material – since the attached Amendment authorized a previous 50% reduction, the remaining security in the amount of \$591,627 will remain in effect for the "lien period" or longer if claims exist.

**BACKGROUND**

Martis Camp, originally called Siller Ranch, was approved to create 726 residential units. The developer has opted to limit development to 653 residential lots. Unit 7A created 29 single-family residential lots with an average size of 1.33 acres, as shown on the attached Exhibit "A." This subdivision is located at the end of Schaffer Mill Road off Highway 267 in Martis Valley.

The improvements constructed with this subdivision consist of subdivision streets, drainage, survey monumentation, and miscellaneous items. Security sufficient to cover labor / materials and faithful performance as required by the attached Exhibit "B" has been posted with the County.

Streets within this project are private, with maintenance provided by the property owner's association.

**ENVIRONMENTAL CLEARANCE**

A Final EIR for Siller Ranch has been found adequate to satisfy the requirements of CEQA for this project. The Final EIR was certified by the Planning Commission on June 24, 2004. Mitigation measures have been addressed by the Conditions of Approval for this subdivision.

**FISCAL IMPACT**

None

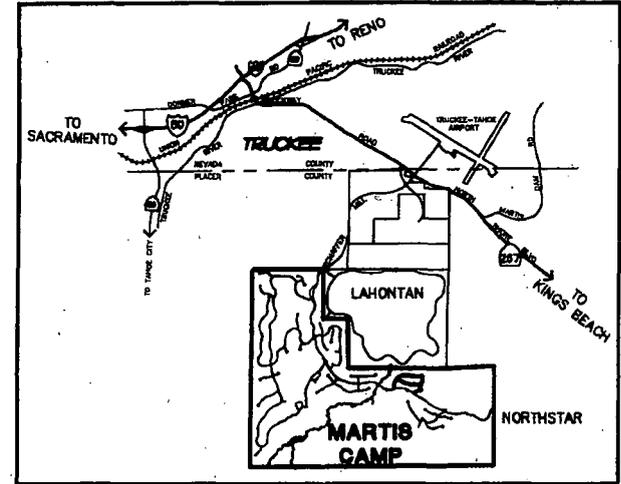
Attached to this report for the Board's information/consideration are:

- Attachment: Exhibit "A" – Map of Subdivision  
Exhibit "B" – Second Amendment to Subdivision Improvement Agreement

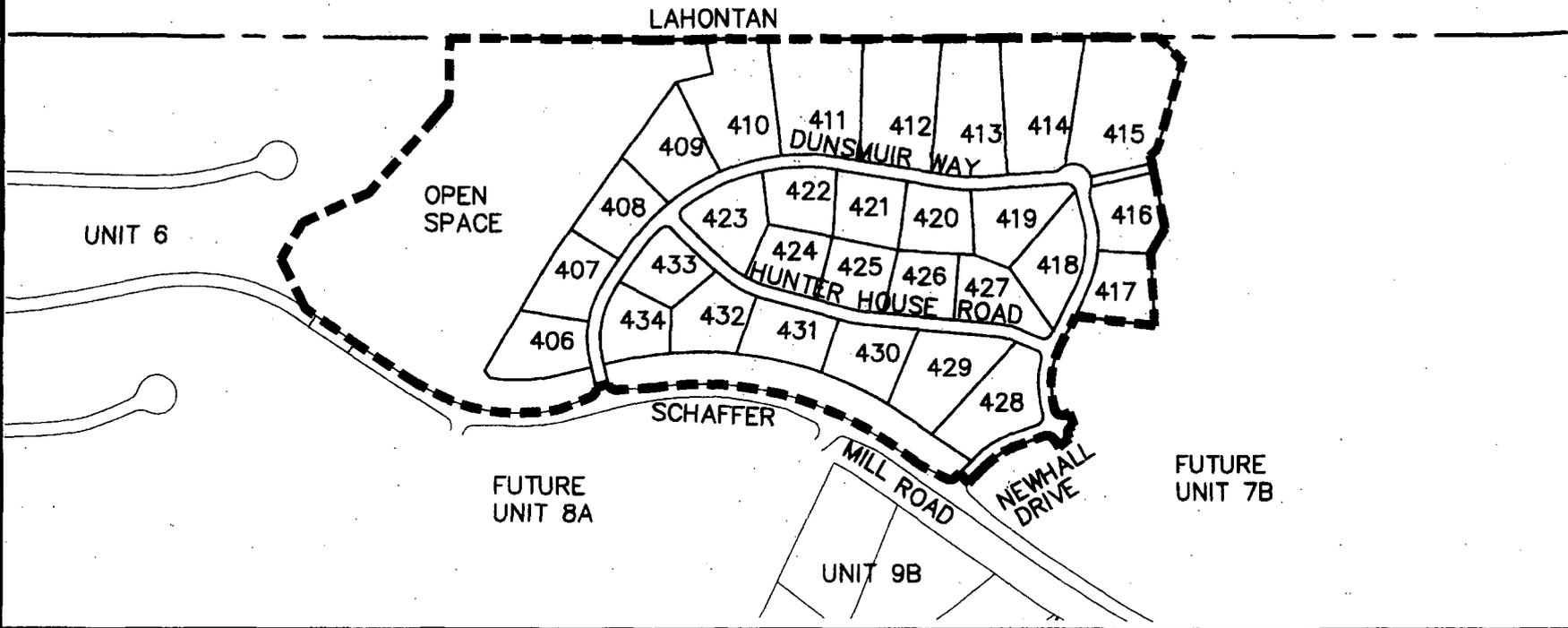
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# MARTIS CAMP UNIT 7A / PN 8551 NOVEMBER, 2011



VICINITY MAP



# EXHIBIT "B"



PLACER, County Recorder  
JIM MCCAULEY  
DOC- 2011-0066361-00

Recording Requested by  
and Return to:

Placer County  
Community Development Resource Agency  
Engineering and Surveying Department  
3091 County Center Dr., Suite 120  
Auburn, California 95603

FRIDAY, AUG 26, 2011 15:49:43  
MIC \$0.00 | AUT \$0.00 | SBS \$0.00  
ERD \$0.00 | RED \$0.00 | \* \$0.00  
ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02139386  
ckldimlfj1/MD/1-6

Subdivision Names: Martis Camp Unit No. 7A  
and Martis Camp Unit No. 9A & 9B.  
Subdivision Nos.: SUB-424/CUP 3008; Tracts 988 and 990.  
Recorded at: Book CC of Maps, at Pages  
004, and 005 Placer County Official Records.  
Subdivider: DMB Highlands Group, LLC  
Original Subdivision Improvement Agreements  
Recorded:

Unit No. 7A--Doc. 2008-0088111-00, ORPC,  
November 12, 2008;

Unit No. 9A and 9B--Doc. 2008-0088115-00,  
ORPC, November 12, 2008

Amendment to Subdivision Improvement Agreements  
Recorded: Nov: 24, 2009 as Doc. 2009-0101167, ORPC  
Effective Date: August 23, 2011

## SECOND AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENTS

This Second Amendment to Subdivision Improvement Agreements ("Second Amendment") is entered into by and between the County of Placer, hereinafter called "County," and DMB/Highlands Group, LLC, hereinafter called "Subdivider," on the 23<sup>rd</sup> day of August, 2011.

### RECITALS

1. Subdivider has received approval from County of a tentative subdivision map commonly known as Martis Camp (aka Siller Ranch) (the "Subdivision").

2. Subdivider obtained Board approval for two final subdivision maps (the "Maps") for the Subdivision in substantial conformity with the approved tentative map on November 4, 2008, which were both recorded on November 12, 2008, in Book CC of Maps, at Page 004 (Unit No. 7A), Book CC of Maps, at Page 005 (Unit No. 9A and 9B) in the Official Records of Placer County. Copies of the Maps are on file with the Placer

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County Community Development Resource Agency and by this reference incorporated herein.

3. County approved the Maps, subject to the execution of those certain Subdivision Improvement Agreements recorded in Placer County Official Records sequentially as Document Nos. 2008-0088111-00 (the "Unit No. 7A SIA") and 2008-0088115-00 (the "Unit 9A and 9B SIA"), all recorded November 12, 2008 (hereafter collectively, the "SIAs").

4. Subdivider informed the County that Subdivider's intended phasing plan for construction of the Subdivision consists of completing Unit No. 9A and 9B first and Unit No. 7A second.

5. County agreed with Subdivider's intended phasing plan and the parties executed an Amendment to Subdivision Improvement Agreement recorded as Doc. 2009-0101167 (the "Amendment") to modify certain requirements of the SIAs.

6. Subdivider has requested a reduction to the term and amount of security required by the SIAs as a result of the Amendment.

7. County and Subdivider wish to memorialize their voluntary agreement to amend security amounts and address other matters associated with the improvements covered by the SIAs, and wish to execute a second amendment to both SIAs for that purpose.

8. The authority for the SIAs and this Amendment is forth in the Subdivision Map Act ("the Map Act") (Cal. Government Code section 66410 et seq.)

NOW, THEREFORE, the parties hereto agree as follows:

#### **AGREEMENT**

1. Paragraph 13 of Document No. 2008-0088111-00 (the Unit No. 7A SIA) is hereby amended and restated in its entirety as follows:

13. **Security.** Subdivider shall continue to maintain security sufficient to ensure the faithful performance of all duties and obligations of Subdivider herein contained in accordance with Government Code Section 66499. The parties agree that, based upon County verification that at least fifty percent (50%) of the improvements have been completed as of August 1, 2010, the required security shall be reduced from an amount equivalent to one hundred percent (100%) of the estimated cost to complete the Improvements required under the SIA (\$1,183,254.60 for both Faithful Performance and Labor & Materials) to an amount equivalent to fifty percent (50%) of the estimated cost to complete the Improvements being an amount of five hundred ninety one thousand six hundred twenty seven dollars and no cents (\$591,627.00) as described below.

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A. **Faithful Performance:** Fifty percent (50%) of the approved engineer's estimate for the Unit No. 7A improvements described in paragraph 6, which equals Five Hundred Ninety One Thousand Six Hundred Twenty Seven and no cents (\$591,627.00).

B. **Labor and Materials:** Fifty percent (50%) of the approved engineer's estimate for the Unit no. 7A improvements described in paragraph 6, which equals Five Hundred Ninety One Thousand Six Hundred Twenty Seven and no cents (\$591,627.00), securing payment to the contractor of improvements, to his subcontractors, and to persons furnishing labor, materials, or equipment to them

2. Paragraph 16 of each SIA is hereby amended and restated in its entirety as follows:

"16. **Release of Remaining Security.** At the conclusion of the construction of the improvements, and upon written acceptance of them by the Board of Supervisors and approval of a Notice of Completion, the Director of the Community Development Resource Agency shall authorize the reduction of the Faithful Performance security to an amount equivalent to twenty five percent (25%) of the of the estimated cost to complete the publically maintained Improvements, not including those improvements to be dedicated to a public services agency holding separate security. This amount shall be retained for the warranty period described in paragraph 13. Due to the reduction of the Labor and Materials security described in paragraph 13, no further reduction of this amount of security shall take place prior to satisfactory completion of the lien period. Upon satisfactory completion of the lien and warranty periods the Director of the Community Development Resource Agency shall authorize the release of the remaining security provided pursuant to Paragraph 13 as provided by Government Code Section 66499.7."

3. Paragraph 23 of each SIA as altered by the Amendment is eliminated in its entirety.

4. Subdivider consents to the recordation of this Second Amendment in the Official Records of Placer County. Any amendment hereto shall be in writing and recorded in the Official Records of Placer County.

5. To the extent this Second Amendment is in conflict with the provisions of the SIAs, this Amendment shall control. In all other respects, the SIAs remain in full force and effect and are incorporated herein by reference as if fully set forth herein. Subdivider further agrees and acknowledges that nothing in this Amendment affects the Subdivisions' entitlements and that any changes to the Subdivisions may require additional review and approval pursuant to the County's land use process.

WHEREFORE, the parties hereto have executed this Amendment on the day and in the year first above written.

Dated: 8/23/11

COUNTY OF PLACER

By: [Signature]  
Print Name: ROBERT WEIGANDT  
Title: \_\_\_\_\_

Dated: 8-9-11

SUBDIVIDER

By: DMB/Highlands Group, LLC, an Arizona Limited Liability Company,

By: Highlands Investment Group, XV, LTD, a Colorado Limited Partnership it's Managing Member,

By: Martis Creek Corporation, a Colorado Corporation, its General Partner,

By: [Signature]  
Ronald J. Parr, its Executive Vice-President

APPROVED AS TO FORM

Dated: 9/10/11

PLACER COUNTY COUNSEL'S OFFICE

By: [Signature]  
COUNTY COUNSEL

State of California )  
County of Placer )

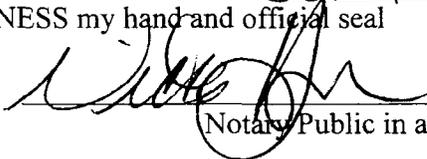
On this 9 day of August, 2011, before me  
Nicole Hagmaier NOTARY PUBLIC,

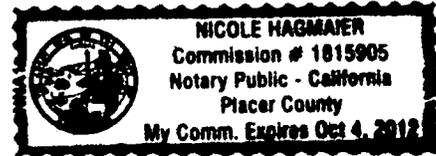
(Notary Name and Title)

personally appeared Ronald Parr,  
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.

My Commission Expires: Oct 4, 2012.

WITNESS my hand and official seal (SEAL)





Notary Public in and for said county and state

State of California )  
County of Placer )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me  
\_\_\_\_\_  
NOTARY PUBLIC,

(Notary Name and Title)

personally appeared \_\_\_\_\_,  
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.

My Commission Expires: \_\_\_\_\_

WITNESS my hand and official seal (SEAL)

\_\_\_\_\_  
Notary Public in and for said county and state

STATE OF CALIFORNIA  
COUNTY OF PLACER

On August 23, 2011, before me, Ann Holman, Clerk of the Board of Supervisors, personally appeared Robert Weygandt, Chairman of the Placer County Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument regarding:

**MARTIS CAMP UNIT NO. 7A AND UNIT NO. 9A AND 9B SUB-424/CUP3008**

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.



ANN HOLMAN, CLERK OF THE BOARD  
PLACER COUNTY BOARD OF SUPERVISORS