

# HAMMONTON BLUFFS

## INFORMATION PACKET

*Hammonton Bluffs (Phase One) is composed of four estate sized lots of 20 plus acres each. You are invited to come and experience the serenity of the majestic blue oaks, the artistry of the towering rock outcroppings, and the perspective of the inspiring long range views that makes Hammonton Bluffs such a special place. There is a common trail easement for hiking and horseback riding. Each parcel also comes with multiple approved septic system sites (MUSDAs) that provide the new owner with many options in planning their dream home or possible new parcels for development.*

*Included in this information packet you will find:*

- 1. A current price list*
- 2. An official copy of the subdivision map.*
- 3. An official copy of a map depicting the approved sewage sites.*
- 4. An aerial view with parcel lines overlain.*
- 5. A Private Road Maintenance Agreement for any future road improvements that serve Parcels 1, 2, or 3.*

*This information is provided to help introduce this opportunity to you. If you would like more information or would like to visit the property in person please use the contact info below. Please do not enter the property unaccompanied.*

### CONTACT:

*Paul Whatley*

*Home Phone (916)652-9006*

*Cell Phone (916)316-1031*

*E-mail [jpaulwhatley@att.net](mailto:jpaulwhatley@att.net)*

*I will welcome and cooperate with Real Estate agents.*



# *HAMMONTON BLUFFS*



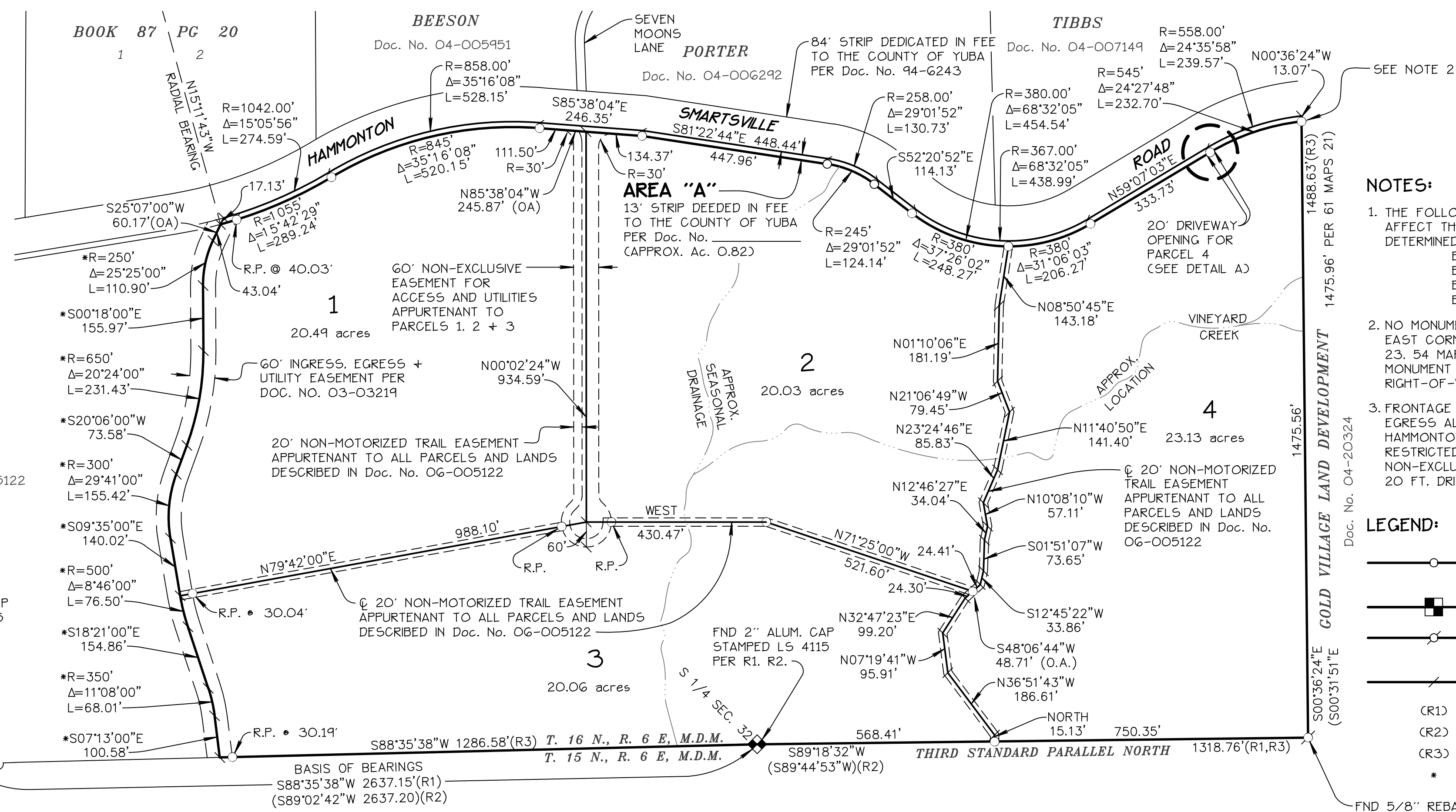
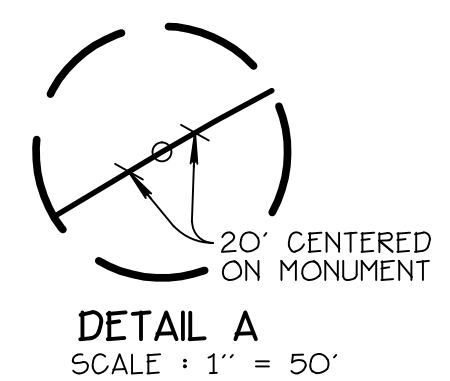
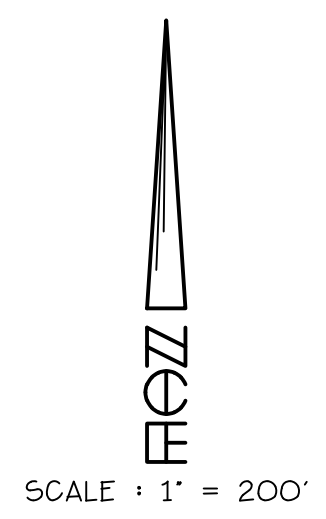
## *PRICE LIST*

*PARCEL #1 - \$265,000.00*

*PARCEL #2 - \$225,000.00*

*PARCEL #3 - \$255,000.00*

*PARCEL #4 - \$285,000.00*



- NOTES:**
- THE FOLLOWING EASEMENTS EITHER DO NOT AFFECT THIS PROPERTY, OR CANNOT BE DETERMINED OF RECORD:  
 BOOK 36 OF DEEDS, PAGE 176  
 BOOK 52 OF DEEDS, PAGE 221  
 BOOK 54 OF DEEDS, PAGE 145  
 BOOK 80 OR, PAGE 272
  - NO MONUMENTS WERE FOUND IN THE NORTH EAST CORNER OF PARCEL 4 PER G1 MAPS 23, 54 MAPS 02 OR 77 MAPS 31. A NEW MONUMENT WAS SET AT THE NEW RIGHT-OF-WAY.
  - FRONTAGE ACCESS RIGHTS FOR INGRESS AND EGRESS ALONG PARCELS 1, 2, + 4 FRONTING HAMMONTON-SMARTSVILLE ROAD ARE RESTRICTED EXCEPT FOR THE 60 FT. NON-EXCLUSIVE ACCESS EASEMENT AND THE 20 FT. DRIVEWAY OPENING TO PARCEL 4.

- LEGEND:**
- SET 3/4" IRON PIPE WITH PLASTIC CAP L.S. 4370
  - SECTION CORNER
  - FOUND MONUMENT PER R1 UNLESS OTHERWISE NOTED
  - NOTHING FOUND NOTHING SET
  - (R1) BK. G3 OF MAPS PG. 33
  - (R2) BK. 32 OF MAPS PG. 29
  - (R3) Doc. No. 2005-031159
  - \* DIMENSION PER (R3)
- FND 5/8" REBAR W/ 2" ALUM. CAP STAMPED L.S. 4560 PER (R1)

**NOTE**  
 AN OWNER'S STATEMENT, A STATEMENT OF TAX STATUS AND AN ADDITIONAL INFORMATION DOCUMENT FOR PM 2006-0069 FOR JAMES P. WHATLEY + LESLIE J. WHATLEY, AS TRUSTEES OF THE WHATLEY FAMILY TRUST, CONTAINING INFORMATION NOT INTENDED TO AFFECT RECORD TITLE INTEREST BUT WHICH REFLECTS CERTAIN CONDITIONS OF APPROVAL FOR THIS MAP ARE BEING CONCURRENTLY RECORDED AT DOCUMENT NUMBER \_\_\_\_\_ OFFICIAL RECORDS OF YUBA COUNTY.

**SURVEYOR'S STATEMENT**  
 THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF PAUL WHATLEY IN FEBRUARY, 2008. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED, OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND IN THE POSITIONS INDICATED.

**COUNTY RECORDERS' STATEMENT**  
 FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF PARCEL MAPS AT PAGE \_\_\_\_\_ AT THE REQUEST OF ANDREW R. CASSANO.  
 TERRY A. HANSEN  
 YUBA COUNTY RECORDER  
 FILE No.: \_\_\_\_\_  
 FEE PAID: \_\_\_\_\_  
 BY: \_\_\_\_\_  
 DEPUTY

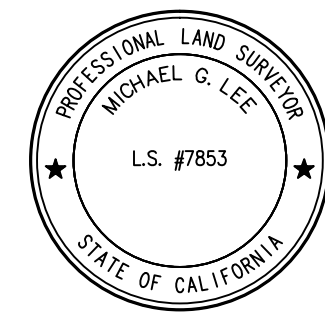
**COUNTY SURVEYORS' STATEMENT**  
 THIS PARCEL MAP HAS BEEN EXAMINED BY ME AND THE PARCEL MAP AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE SAME TIME OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THIS PARCEL MAP IS TECHNICALLY CORRECT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

**BASIS OF BEARINGS:**  
 THE MERIDIAN OF THIS SURVEY IS BASED UPON MONUMENTS RECOVERED AS SHOWN ON PARCEL MAP NO. 93-31, ON FILE IN BOOK 63 OF PARCELS MAPS AT PAGE 33 AND IS CITED AS SOUTH 88°35'38" WEST BETWEEN THE SOUTH QUARTER CORNER OF SECTION 32 AND THE SOUTHWEST CORNER OF SECTION 32.

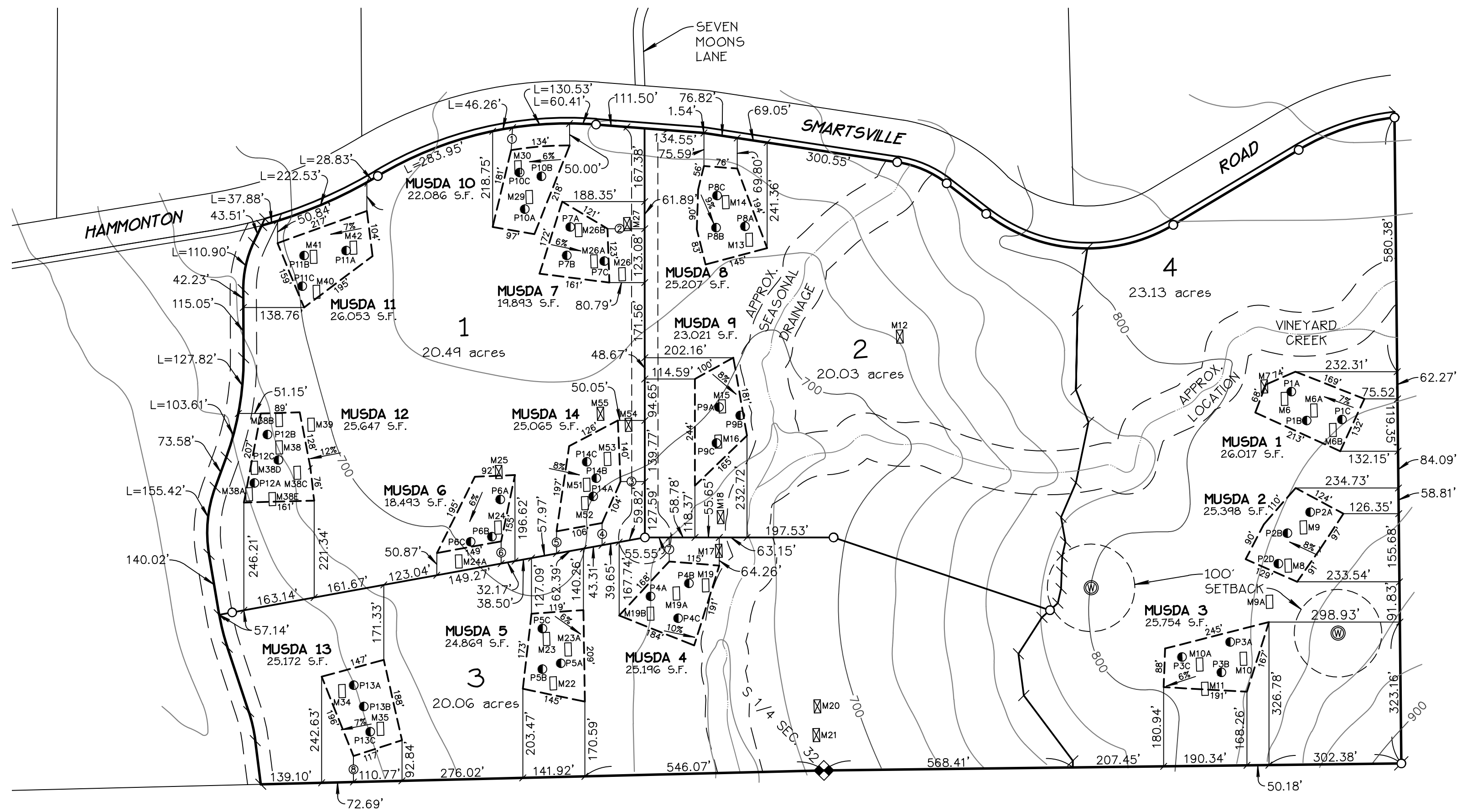
**PARCEL MAP 2006-0069**  
 FOR WHATLEY FAMILY TRUST  
 BEING A RESUBDIVISION OF A PORTION OF  
**PARCEL 2, BK. G3 MAPS PG. 33.**  
 AS DESCRIBED IN LLA 2005-0035 RECORDED IN DOC. NO: 2005-031159,  
 BEING ALSO A PORTION OF THE  
**SW 1/4 OF SECTION 32**  
**T. 16 N., R. 6 E., M.D.M.**  
 WITHIN THE UNINCORPORATED TERRITORY OF  
**YUBA COUNTY, CALIFORNIA**  
 SCALE: 1" = 200'  
 MAY, 2008  
**NEVADA CITY ENGINEERING, INC.**  
 505 B COYOTE STREET \* NEVADA CITY \* CALIFORNIA



ANDREW R. CASSANO L.S. 4370  
 REGISTRATION EXPIRES 09-30-15



MICHAEL G. LEE L.S. 7853  
 REGISTRATION EXPIRES 12-31-14  
 COUNTY SURVEYOR



**MUSDA TIE LEGEND**

- ① 51.25'
- ② 84.80'
- ③ 55.57'
- ④ 50.75'
- ⑤ 50.75'
- ⑥ 50.85'
- ⑦ 54.82'
- ⑧ 59.24'

**LEGEND**

- PERC TEST LOCATION
- P1
- SOIL PROFILE
- M2
- ⊗ SOIL PROFILE (REJECTED)
- M2

**NOTES:**

1. ALL PERCOLATION TEST SITES HAVE BOTH A 12" AND A 30" TEST.
2. ALL DIRECTIONAL MEASUREMENTS FROM M.U.S.D.A. CORNERS ARE RIGHT ANGLE OFFSETS FROM PROPERTY LINES.

**EXHIBIT MAP FOR  
PARCEL MAP 2006-0069**

FOR WHATLEY FAMILY TRUST  
 BEING A RESUBDIVISION A PORTION OF  
**PARCEL 2, BK. G3 MAPS PG. 33.**  
 BEING A PORTION OF THE  
**SW 1/4 OF SECTION 32**  
**T. 16 N., R. 6 E., M.D.M.**  
 AS SHOWN ON LLA 2005-0035 RECORDED IN DOC. NO: 2005-031154.  
 WITHIN THE UNINCORPORATED TERRITORY OF  
**YUBA COUNTY, CALIFORNIA**  
 SCALE: 1" = 200' MARCH, 2008  
**NEVADA CITY ENGINEERING, INC.**  
 505 B COYOTE STREET \* NEVADA CITY \* CALIFORNIA



earth

inologies

1000 ft

RECORDING REQUESTED BY:  
James Whatley

AND WHEN RECORDED MAIL TO:  
James Whatley  
4855 Hidden Oaks Lane  
Loomis, CA 95651

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**AMENDMENT TO  
PRIVATE ROAD MAINTENANCE AGREEMENT**

**WHEREAS**, a PRIVATE ROAD MAINTENANCE AGREEMENT was filed in the official record of Yuba County on December 9, 2013 with a file number of 2013R-015287, the following is intended to amend and replace such document in its entirety.

**WHEREAS**, The undersigned, James Whatley and Leslie Whatley, as trustees for the Whatley Family Trust, being the record owners of the following described three (3) parcels:

**Parcel 1** – 20.49 acres located within the SW ¼ of Section 32 of T.16N., R.6E. M.D.B. &M. in Yuba County, California and more specifically described as Parcel number one (1) of Parcel Map 2006-69 recorded in Book 95 of Maps, Page 25 of the Yuba County records.

**Parcel 2** – 20.03 acres located within the SW ¼ of Section 32 of T.16N., R.6E. M.D.B. &M. in Yuba County, California and more specifically described as Parcel number one (2) of Parcel Map 2006-69 recorded in Book 95 of Maps, Page 25 of the Yuba County records

**Parcel 3** — 20.06 acres located within the SW 1/4 of Section 32 of T.16N., R.6E. M.D.B. &M. in Yuba County, California and more specifically described as Parcel number three (3) of Parcel Map 2006-69 recorded in Book 95 of Maps, Page 25 of the Yuba County records.

Hereinafter designated for convenience as the Property.

**WHEREAS**, the above described three (3) parcels are served by a private road easement, which is described as a sixty (60) foot easement for ingress, egress and utility purposes in Parcel Map 2006-69 recorded in Book 95 of Maps, Page 25 of the Yuba County records.

**WHEREAS**, it is the desire of the owners to provide for the continuous and ongoing maintenance of any future roadway improvements that may be constructed within the above described easement insofar and only insofar as said roadway improvements will serve greater than two (2) parcels of the above described land or any subsequent division thereof.

**NOW, THEREFORE**, the undersigned owners agree as follows:

1. The owners will periodically select, from among themselves, an ‘Agent’ to oversee the administration of this agreement. The Agent’s responsibility will include the following:
  - (a) Collect and account for annual assessments.

- (b) Contracting for maintenance activities.
  - (c) Oversight of maintenance activities.
  - (d) Maintaining bank accounts.
2. It is **not** the intention of this agreement to provide for the initial construction expense of the roadway improvements, but rather to provide a framework for the ongoing maintenance of any roadway improvements, which may occur in the future, to the standard of its original construction.
3. It is the intention of this agreement that all owners share equally in the cost and expense of maintaining the condition of the private road. The repairs and maintenance to be performed pursuant to this agreement shall be sufficient to maintain the road as an all-weather access to the above described property. This shall include the following:
- (a) Road grading as needed to keep the road free of potholes and ridges.
  - (b) Roadbed replacement as needed.
  - (c) Asphalt replacement as needed
  - (d) Periodic seal coating and crack sealing of any asphalt sections
  - (e) Culvert repair and replacement as needed.
  - (f) Roadside drainage ditch maintenance to allow for the free flow of drainage water.
  - (g) Upkeep and repair of gateway entrance.
4. All expenditures for repairs and maintenance of the private road shall be approved by a majority of the owners.
5. The total annual assessment shall be three hundred (\$300.00) to be shared equally among the above described parcels, and any subsequent divisions thereof, and paid by the owner or their heirs, assigns and successors in interest of each parcel. The collection of annual assessments shall be deferred until such time as the initial roadway improvements are constructed. The amount of the total annual assessment may be changed at any time by the agreement of sixty-five (65) percent of the Owners.
6. In the event that the cost of repairs and maintenance required should exceed the aggregate amount collected from annual assessments, sixty-five (65) percent of the Owners shall have the authority to levy a special assessment in an amount sufficient to cover the said repair or maintenance. The Owners agree to share equally in the payment of the amount of any special assessment.
7. Should any of the Owners fail to pay the pro rata share of any cost or expense as provided for in this agreement, then the Agent or any Owner shall be entitled without further notice to institute legal action for the collection of the funds due as well as interest thereon at the current prime rate of interest in accordance with California Civil Code.
8. The cost and expense of repair and replacement of any portion of the roadway improvements, including the gateway entrance, resulting from the willful or negligent act of an owner, his lessees, tenants, family, guest, invitees,

employees, contractors, agents, or contract purchasers shall be, in addition to the party at fault, the responsibility of such owner. This shall include any unusual wear or damage caused by loaded cement or gravel trucks, etc., necessary to the construction of a house or other improvements on a parcel.

- 9. Any person hired to perform the repairs and maintenance provided for herein shall, before commencing work, provide evidence of public liability and workman's compensation insurance that is satisfactory to a majority of the Owners.
  
- 10. In the event that any of the herein described parcels are subdivided further, the owner, heirs, assigns and successors in interest of each such newly created parcel shall be bound by the terms of this agreement.
  
- 11. It is the purpose of the undersigned Owners that this instrument be recorded to the end and intent that the obligation hereby created shall be and constitute a covenant running with the land herein described and any subsequent purchasers, owners, heirs, assigns and successors in interest of all or a portion thereof, by acceptance of delivery of a deed and/or conveyance regardless of form, shall be deemed to have consented to and become bound by the terms of this agreement.

The Whatley Family Trust

\_\_\_\_\_ Date \_\_\_\_\_  
James P. Whatley, trustee

\_\_\_\_\_ Date \_\_\_\_\_  
Leslie J. Whatley, trustee